



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

NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **TUESDAY NOVEMBER 15, 2016 AT 7:00 PM** IN THE CITY HALL CITY 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](tel:2812915600) OR FAX [\(281\) 291-5710](tel:2812915710) FOR FURTHER INFORMATION.

PLEDGE OF ALLEGIANCE

1. INTERVIEW CANDIDATES FOR VARIOUS BOARDS AND COMMISSIONS

1.1. Candidate Interviews

Interview candidates for openings on the Planning & Zoning Commission and the Ethics Review Commission. (Council)

Documents:

[Soich app.pdf](#)
[Cramer app.pdf](#)

2. PRESENTATIONS

2.1. Christmas Activities

Presentation and update on City of Seabrook Christmas festivities and celebrations, including the Old Seabrook Holiday Decorating Contest. (Dearman)

3. 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, shall be limited to city business or city-related business or matters of general public interest, and shall not include any personal attacks. 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.

3.1. Mayor, City Council and/or members of the city staff may make announcements

about city/community events. (Council)

4. CONSENT AGENDA

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

4.1. CLEMC Monthly Report

Approve the Clear Lake Emergency Medical Corps (CLEMC) monthly report for October 2016. (Hunter)

Documents:

[CLEMC Oct 2016.pdf](#)

4.2. Fire Department Monthly Report

Approve the Seabrook Volunteer Fire Department (SVFD) monthly report for October 2016. (Gutaker)

Documents:

[SVFD Oct 2016.pdf](#)

4.3. Police Department Monthly Report

Approve the Seabrook Police Department monthly report for October 2016. (Wright)

Documents:

[PD Oct 2016.pdf](#)

4.4. Building Department Monthly Report

Approve the Seabrook Building Department monthly report for October 2016. (Landis)

Documents:

[Bldg Oct 2016.pdf](#)

4.5. Special Event Thanks for Giving

Approve a special event permit and waiver of the fee for a fundraising event, Thanks for Giving, for the Way Out Women's Center on Sunday, November 20, 2016, from 7:00am until 7:00pm at Meador Park Pavilion and at Miramar Park. Fees and site plan have been submitted and approved. Certificate of insurance will be provided. (Hicks)

Documents:

[Thanks for Giving.pdf](#)

4.6. Special Permit Christmas Tree Lighting

Approve a special permit for the Seabrook Christmas Tree Lighting event on Thursday, December 1, 2016 from 6:00pm until 9:00pm at Mohrhusen Park. (Dearman)

Documents:

[Christmas Tree Lighting app.pdf](#)
[Event Plan.pdf](#)
[Site Plan 1.pdf](#)
[Site Plan 2.pdf](#)

4.7. Excused Absence

Approve an excused absence for Robert Llorente for the November 1, 2016 regular City Council meeting. (Hicks)

4.8. Minutes October 4, 2016

Approve minutes of the October 4, 2016 regular City Council meeting. (Hicks)

Documents:

[100416 minutes.pdf](#)

4.9. Minutes October 18, 2016

Approve minutes of the October 18, 2016 regular City Council meeting. (Hicks)

Documents:

[101816 minutes.pdf](#)

4.10. Minutes November 1, 2016

Approve minutes of the November 1, 2016 regular City Council meeting. (Hicks)

Documents:

[110116 minutes.pdf](#)

5. NEW BUSINESS

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

5.1. Planning & Zoning Commission Appointment

Appoint a member to the Planning & Zoning Commission to fill a vacant position left by Michael Sharpe, with a term ending January 1, 2017. (Council)

5.2. Ethics Review Commission Appointment

Appoint an alternate member to the Ethics Review Commission, with a term ending October 31, 2018. (Council)

5.3. Seaside RV Resort and Cabanas Planned Unit Development (PUD)

After receipt of the report from the Planning & Zoning Commission, consider and take all appropriate action on a preliminary Planned Unit Development (PUD) plan to designate the Seaside RV Resort and Cabanas Planned Unit Development (PUD), the property being 8.883 acres of land situated in abstract 52 in the Ritson Morris Survey, Harris County Texas. (Landis)

Documents:

[Briefing Seaside RV.pdf](#)
[Prelim PUD Seaside RV.pdf](#)
[Site Plan Seaside RV.pdf](#)
[Survey Seaside RV.pdf](#)
[Open Space Layout Seaside RV.pdf](#)
[Plan set Seaside RV.pdf](#)
[Aerial Seaside RV.pdf](#)
[Photo exhibits Seaside RV.pdf](#)
[Prelim Traffic Analysis Seaside RV.pdf](#)

[Rules and Rental Seaside RV.pdf](#)
[Seabrook zoning map.pdf](#)
[Land Use Matrix.pdf](#)

- 5.4. Ordinance 2016-28 EDC Budget Amendment
Consider and take all appropriate action on first and final reading of Ordinance 2016-28. (Gibbs)

AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017 FOR THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION

Documents:

[Ordinance 2016-28 .pdf](#)

- 5.5. Resolution 2016-24 Texas Coalition of Cities for Utility Issues ("TCCFUI")
Consider and take all appropriate action on proposed Resolution 2016-24, "Participation in the Texas Coalition of Cities for Utility Issues". (Cook)

A RESOLUTION AUTHORIZING THE PARTICIPATION OF THE CITY OF SEABROOK WITH OTHER TEXAS CITIES IN THE TEXAS COALITION OF CITIES FOR UTILITY ISSUES; PROVIDING FOR A REPRESENTATIVE TO THE COALITION AND FOR OTHER REASONABLE AND NECESSARY STEPS; AUTHORIZING PAYMENT OF A PARTICIPATION FEE; AND PROVIDING AN EFFECTIVE DATE

Documents:

[Agenda Briefing - TCCFUI 11-15-2016.pdf](#)
[Resolution 2016-24 .pdf](#)

- 5.6. Resolution 2016-25 Sanitation Rate Update Resolution
Consider and take all appropriate action on proposed Resolution 2016-25, "Update in Sanitation Procedures and Rates". (Cook)

A RESOLUTION REESTABLISHING SANITATION PROCEDURES AND UPDATING RESIDENTIAL CHARGES AND COMMERCIAL CHARGES FOR SANITATION SERVICES AND REPEALING RESOLUTION NO. 2015-02.

Documents:

[Agenda Briefing Resolution 2016-25.pdf](#)
[Resolution 2016-25.pdf](#)
[Seabrook Schedule A rates 1-1-17 \(2\).pdf](#)
[Notification.pdf](#)

- 5.7. Bid Award for Hester's Gully Drainage Improvements Project 2016-10
Consider and take all appropriate action on staff's recommendation to reject the current bids for the Hester's Gully Drainage Improvements Project 2016-10 and re-bid the project with the necessary Section 3 business notifications. (Chairez)

Documents:

[agenda briefing project 2016-10.pdf](#)
[Recommendation to Reject Bids.pdf](#)

- 5.8. Baybrook II/III Sewer Rehabilitation Project

Consider and take all appropriate action on a contract between the City of Seabrook and Insituform Technologies, Inc. for rehabilitation of the 6 & 8 inch sanitary sewer mains on Allegro Drive, Beechcraft Street, and Coronado Street by the Cured in Place Pipe (CIPP) lining and pipe bursting methods (Project 2016-14), in an amount not to exceed \$101,630.40, through the cooperative purchasing agreement with BuyBoard. (Chairez)

Documents:

[agendabriefing Project 2016-14.pdf](#)
[Project 2016-14 Proposal.pdf](#)
[Insituform Signed Contract.pdf](#)
[Payment Performance Bond.pdf](#)
[Insituform insurance.pdf](#)
[Project 2016-14 Map.pdf](#)
[Signed 1295_instituform.pdf](#)

5.9. Bay Area Coastal Protection Alliance (BACPA)

Consider and take all appropriate action on an unbudgeted expenditure of \$10,000 to Bay Area Coastal Protection Alliance (BACPA) to fund an update to an educational video on the "Ike Dike" for area cities.

Documents:

[Agenda Briefing - BACPA.pdf](#)
[2016 letter to ask for funds 2nd video.pdf](#)

6. ROUTINE BUSINESS

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

6.1. Strategic Plan Update

Update on the 2016-17 Strategic Plan Initiatives (Cook)

Documents:

[Strategic Update 1.pdf](#)

6.2. Reports

Reports and announcements concerning items of community interest. No discussion or action will be taken by Council.

Council Liaisons:

- a. Bay Area Houston Convention & Visitors Bureau**
- b. Bay Area Houston Economic Partnership**
- c. Bay Area Transportation Partnership**
- d. Clear Lake Emergency Medical Corps**
- e. Economic Alliance, Port Region**
- f. Galveston Bay Foundation**
- g. Hotel Tax Liaison Committee**
- h. Houston-Galveston Area Council**

6.3. Approve the Action Items Checklist which is attached and made a part of this Agenda.

Documents:

[072916 action items checklist.pdf](#)

6.4. Establish future meeting dates and agenda items

Documents:

[November calendar.pdf](#)

[December calendar.pdf](#)

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.

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

Robin Hicks, TRMC
City Secretary

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

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

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

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

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

ALL INFORMATION ON THIS APPLICATION WILL BECOME PUBLIC RECORD.

NAME: Tracie Soich
 HOME ADDRESS: 3329 Oak Dale Way
 HOME PHONE: 307.631.0539 CELL PHONE: _____
 E-MAIL ADDRESS : [REDACTED]
 DAY TIME PHONE: _____
 PROFESSION: Business Analyst
 BUSINESS NAME AND ADDRESS: Jacobs - 2224 Bay Area Blvd., Houston, TX 77058

PERSONAL REFERENCES:

Name	Address	Daytime Phone #
<u>OJ Miller</u>		<u>[REDACTED]</u>
<u>Laura Davis</u>		<u>[REDACTED]</u>

How long have you lived in the City of Seabrook? 8 years

Name of Applicant _____

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

Chair - Comprehensive Master Plan Review Commission

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

No

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

2 Master's Degrees - MBA and MSM (Master of Science in Management)

1.5 years as Chair of MPRC

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

1.5 years as Chair of MPRC

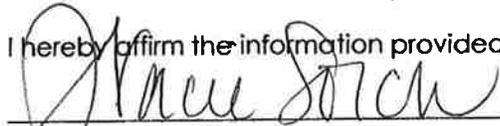
I understand that applicants for board positions will be interviewed by City Council during a Council meeting. A list of typical questions is included with this application. Other questions may be asked during the interview. I will be contacted by the city secretary's office for an interview date and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

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

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

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

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



Signature

5/11/2016

Date

Return to:

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

This application will remain on file for one year.

OFFICE USE ONLY

Date Submitted ___/___/___ Received by: _____ Date(s) Interviewed _____

Comments: _____

Date Appointed: _____

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

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- You are a qualified City of Seabrook voter at the time of appointment. Certification # _____
- You have no felony conviction for which you have not been pardoned.
- You are not an adversary party to pending litigation against the City.
- You are not in arrears on any city taxes, water service charges or other obligations owed the City.

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

Board of Adjustment/Building Standards _____ Civil Service Commission _____
 EDC _____ Ethics Review Commission 2 Open Space & Trails Commission 1
 P&Z Commission _____

ALL INFORMATION ON THIS APPLICATION WILL BECOME PUBLIC RECORD.

NAME: MICHAEL JOSEPH CRAMER
 HOME ADDRESS: 2113 Todville Road
 HOME PHONE: 281-975-7643 CELL PHONE: _____
 E-MAIL ADDRESS: _____
 DAY TIME PHONE: 281-975-7643
 OCCUPATION: Program Manager / Chemical Engineer
 BUSINESS NAME AND ADDRESS: Maverick Technologies
555 Forge River Road Webster, Tx 77598

PERSONAL REFERENCES:

Name	Address	Daytime Phone #
<u>Rick Knulley</u>	<u>[Redacted]</u>	<u>[Redacted]</u>

How long have you lived in the City of Seabrook? 3 years



Name of Applicant Mike Crews

If you have been a member of a Seabrook Board/Commission/Corporation before, please indicate the Board, Commission or Corporation and the approximate dates of service:
No

Have you ever been convicted of a crime, other than minor traffic violations?
No

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

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

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

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

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

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

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

[Signature] 6/20/11
Signature Date

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

This application will remain on file for one year.

OFFICE USE ONLY
Date Submitted / / Received by: _____ Date(s) interviewed _____
Comments: _____
Date Appointed: _____

Board/Committee Applicant Questions

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

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1. How long have you been a resident of the city? *3 years*
2. Briefly tell us about yourself. For example, how long have you lived in Seabrook? Where do you live and what attracted you to Seabrook? *I live on Teabille and I have always wanted to see the ocean from my deck.*
3. Why are you applying for a board or committee position? How did you find out about the opening? *I want to help the city and to get more involved. I found out thru reading the website.*
4. Have you ever attended a board/commission meeting of the board in which you are interested in serving? *No.*
5. For the boards or committees you are applying for are you familiar with any of the current members and have you had any involvement with the board or committee or any business or organization currently involved with the board or committee? *No.*
6. Have you done any business with or requested any type of funding from the city as a private person or as an employee of a business or as a member of an organization? If yes, please explain. *No.*
7. Please identify any city sponsored events or activities that you have had any involvement. How can these activities help you to serve the city on a board? *Nothing*
8. Describe your professional or other volunteer experience that may be relevant to serving on a board or committee? Have you had leadership positions in those activities? *I am a program manager and run multi-million dollar projects. I am my company's representative to the Galveston Bay Foundation organize our volunteer efforts from our office.*
9. What did you like about your volunteer experience that you have listed on your application? *I enjoy helping and being involved.*

Board/Committee Applicant Questions

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- 10. Is your schedule flexible enough to allow you to attend night meetings for the committee/board/commission that you are interested in serving? Do you have adequate time to prepare for the meetings as needed and participate in events as described in the application information? If time commitment becomes a problem, would you be willing to voluntarily resign?
- 11. Are you familiar with any of the city's ordinances such as Zoning and Subdivision Ordinances? (This will be of particular importance to applicants for the Planning and Zoning Commission and the Board of Adjustment.)
- 12. Are you familiar with the City's Comprehensive Plan? (This affects many boards, but is especially important for P&Z Commission members.)
- 13. For BOA and P&Z Commission applicants, do you have any specific knowledge of the zoning permit or building permit process?
- 14. Are you familiar with the City Charter?
- 15. What do you like best about Seabrook?
- 16. What do you like least about Seabrook?
- 17. Considering what you like best and what you like least about Seabrook what is your vision of our city 5 to 10 years from now?

Yes my schedule is flexible.
I can prepare before meetings
If some thing changes in my life to preclude me from fulling obligations I would step down.

No.

No.

No.

No.

The best place I have ever lived.

Traffic on Todville, speed of cars on Todville.

A vibrant coastal community.

CLEMC REPORT

Seabrook Stats ReportOCT16

Allergic Reaction	2
Assist by EMS	0
Attempted Suicide	9
Breathing problems	4
Choking	0
CPR	0
CVA	1
Death Investigation	0
Diabetic	4
Drowning	0
Falls	7
Heart problems/pain	5
Injured person	24
Motor Vehicle Incidents	3
Medical Alert Alarm	0
OB Baby Call	0
Overdose	3
Seizure	7
Sick Call	25
Trauma Gunshot/Stabbing	0
fire stand-by	0
Unconscious	0
Total	94

Response Time

8 Min 31 Sec

Seabrook

City of Seabrook Monthly Statistics

Alarm Date Between {10/01/2016} And
{10/31/2016} and District = "1 "

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
100 Fire, Other	2	2.90%	\$0	0.00%
151 Outside rubbish, trash or waste fire	1	1.45%	\$0	0.00%
	<u>3</u>	<u>4.35%</u>	<u>\$0</u>	<u>0.00%</u>
3 Rescue & Emergency Medical Service Incident				
311 Medical assist, assist EMS crew	51	73.91%	\$0	0.00%
	<u>51</u>	<u>73.91%</u>	<u>\$0</u>	<u>0.00%</u>
4 Hazardous Condition (No Fire)				
411 Gasoline or other flammable liquid spill	1	1.45%	\$0	0.00%
440 Electrical wiring/equipment problem, Other	2	2.90%	\$0	0.00%
445 Arcing, shorted electrical equipment	2	2.90%	\$0	0.00%
	<u>5</u>	<u>7.25%</u>	<u>\$0</u>	<u>0.00%</u>
5 Service Call				
510 Person in distress, Other	3	4.35%	\$0	0.00%
551 Assist police or other governmental agency	1	1.45%	\$0	0.00%
	<u>4</u>	<u>5.80%</u>	<u>\$0</u>	<u>0.00%</u>
6 Good Intent Call				
611 Dispatched & cancelled en route	2	2.90%	\$0	0.00%
	<u>2</u>	<u>2.90%</u>	<u>\$0</u>	<u>0.00%</u>
7 False Alarm & False Call				
700 False alarm or false call, Other	1	1.45%	\$0	0.00%
745 Alarm system activation, no fire - unintentional	3	4.35%	\$0	0.00%
	<u>4</u>	<u>5.80%</u>	<u>\$0</u>	<u>0.00%</u>
Total Incident Count:	69		Total Est Loss:	\$0

Seabrook

City of Seabrook Monthly Statistics

Alarm Date Between {10/01/2016} And {10/31/2016}
and District = "1 "

Total Number of Incidents	69	Total Number of Responding Personnel	373
Average Turnout per Incident	6		

Seabrook

City of Seabrook Monthly Statistics

Alarm Date Between {10/01/2016} And {10/31/2016}
and District = "1"

1 Seabrook

Incident	Alarm Date & Time		Arrival Date & Time		Stn	Shift	Response Time
100 Fire, Other							
16-0160579	10/09/2016	17:04:00	10/09/2016	17:08:00	1	2	00:04:00
16-0160590	10/13/2016	09:10:31	10/13/2016	09:14:14	1	1	00:03:43
Average Response Time for District/Incident Type							00:03:52
151 Outside rubbish, trash or waste fire							
16-0160592	10/13/2016	16:09:56	10/13/2016	16:25:46	1	2	00:15:50
Average Response Time for District/Incident Type							00:15:50
311 Medical assist, assist EMS crew							
16-0160549	10/01/2016	03:10:29	10/01/2016	03:19:01	1	3	00:08:32
16-0160548	10/01/2016	03:11:27	10/01/2016	03:18:53	1	3	00:07:26
16-0160552	10/01/2016	18:42:23	10/01/2016	18:46:31	1	2	00:04:08
16-0160554	10/01/2016	23:12:44	10/01/2016	23:13:08	1	3	00:00:24
16-0160555	10/01/2016	23:25:45	10/01/2016	23:27:46	1	3	00:02:01
16-0160556	10/02/2016	02:35:11	10/02/2016	02:42:42	1	3	00:07:31
16-0160557	10/02/2016	08:01:06	10/02/2016	08:07:24	1	1	00:06:18
16-0160558	10/02/2016	10:10:46	10/02/2016	10:12:07	1	1	00:01:21
16-0160559	10/02/2016	11:57:26	10/02/2016	12:01:30	1	1	00:04:04
16-0160560	10/02/2016	13:24:05	10/02/2016	13:26:48	1	1	00:02:43
16-0160561	10/02/2016	15:05:29	10/02/2016	15:16:56	1	2	00:11:27
16-0160562	10/02/2016	15:11:36	10/02/2016	15:16:51	1	2	00:05:15
16-0160563	10/02/2016	15:46:57	10/02/2016	15:51:25	1	2	00:04:28
16-0160564	10/04/2016	02:38:39	10/04/2016	02:45:23	1	3	00:06:44
16-0160566	10/06/2016	13:13:49	10/06/2016	13:17:00	1	1	00:03:11
16-0160567	10/06/2016	13:48:34	10/06/2016	13:51:47	1	1	00:03:13
16-0160568	10/07/2016	07:04:35	10/07/2016	07:08:01	1	3	00:03:26
16-0160569	10/07/2016	07:29:09	10/07/2016	07:34:17	1	1	00:05:08
16-0160570	10/08/2016	04:40:27	10/08/2016	04:48:53	1	3	00:08:26
16-0160572	10/08/2016	14:06:17	10/08/2016	14:10:39	1	1	00:04:22
16-0160573	10/08/2016	18:39:22	10/08/2016	18:41:26	1	2	00:02:04
16-0160574	10/08/2016	20:01:37	10/08/2016	20:02:55	1	2	00:01:18
16-0160575	10/08/2016	20:04:04	10/08/2016	20:10:27	1	2	00:06:23
16-0160576	10/08/2016	21:53:26	10/08/2016	21:58:40	1	2	00:05:14
16-0160577	10/09/2016	05:27:07	10/09/2016	05:37:06	1	3	00:09:59
16-0160583	10/10/2016	01:38:33	10/10/2016	01:45:41	1	3	00:07:08
16-0160586	10/11/2016	16:15:36	10/11/2016	16:21:43	1	2	00:06:07
16-0160587	10/11/2016	17:04:33	10/11/2016	17:13:21	1	2	00:08:48
16-0160588	10/12/2016	18:00:36	10/12/2016	18:08:49	1	2	00:08:13
16-0160589	10/13/2016	08:49:55	10/13/2016	08:51:56	1	1	00:02:01
16-0160593	10/14/2016	13:28:01	10/14/2016	13:31:25	1	1	00:03:24
16-0160594	10/14/2016	16:59:16	10/14/2016	17:03:42	1	2	00:04:26
16-0160596	10/15/2016	12:16:58	10/15/2016	12:18:59	1	1	00:02:01
16-0160595	10/15/2016	12:22:19	10/15/2016	12:22:19	1	1	00:00:00

Seabrook

City of Seabrook Monthly Statistics

**Alarm Date Between {10/01/2016} And {10/31/2016}
and District = "1 "**

1 Seabrook

Incident	Alarm Date & Time		Arrival Date & Time		Stn	Shift	Response Time
311 Medical assist, assist EMS crew							
16-0160597	10/15/2016	16:22:57	10/15/2016	16:26:00	1	2	00:03:03
16-0160598	10/15/2016	22:24:26	10/15/2016	22:29:21	1	2	00:04:55
16-0160599	10/16/2016	13:23:44	10/16/2016	13:25:57	1	1	00:02:13
16-0160600	10/17/2016	18:46:50	10/17/2016	18:53:39	1	2	00:06:49
16-0160602	10/20/2016	04:07:36	10/20/2016	04:12:00	1	3	00:04:24
16-0160603	10/20/2016	11:37:15	10/20/2016	11:41:08	1	1	00:03:53
16-0160604	10/22/2016	01:19:13	10/22/2016	01:26:16	1	3	00:07:03
16-0160606	10/22/2016	17:39:04	10/22/2016	17:45:14	1	2	00:06:10
16-0160612	10/24/2016	23:06:40	10/24/2016	23:11:13	1	3	00:04:33
16-0160613	10/26/2016	06:17:17	10/26/2016	06:20:36	1	3	00:03:19
16-0160618	10/28/2016	16:30:41	10/28/2016	16:35:10	1	2	00:04:29
16-0160619	10/28/2016	20:17:58	10/28/2016	20:23:29	1	2	00:05:31
16-0160621	10/29/2016	13:46:46	10/29/2016	13:51:18	1	1	00:04:32
16-0160622	10/29/2016	13:55:08	10/29/2016	14:01:19	1	1	00:06:11
16-0160623	10/29/2016	14:46:50	10/29/2016	14:51:07	1	1	00:04:17
16-0160624	10/30/2016	05:24:47	10/30/2016	05:32:06	1	3	00:07:19
16-0160625	10/30/2016	13:48:31	10/30/2016	13:51:25	1	1	00:02:54
Average Response Time for District/Incident Type							00:04:53
411 Gasoline or other flammable liquid spill							
16-0160617	10/27/2016	17:02:27	10/27/2016	17:08:57	1	2	00:06:30
Average Response Time for District/Incident Type							00:06:30
440 Electrical wiring/equipment problem, Other							
16-0160565	10/04/2016	05:13:22	10/04/2016	05:25:04	1	3	00:11:42
16-0160591	10/13/2016	14:15:40	10/13/2016	14:19:50	1	1	00:04:10
Average Response Time for District/Incident Type							00:07:56
445 Arcing, shorted electrical equipment							
16-0160553	10/01/2016	21:00:48	10/01/2016	21:05:45	1	2	00:04:57
16-0160580	10/09/2016	19:14:29	10/09/2016	19:21:28	1	2	00:06:59
Average Response Time for District/Incident Type							00:05:58
510 Person in distress, Other							
16-0160584	10/10/2016	16:30:28	10/10/2016	16:36:34	1	2	00:06:06
16-0160608	10/22/2016	21:05:33	10/22/2016	21:11:58	1	2	00:06:25
16-0160610	10/23/2016	13:21:22	10/23/2016	13:23:46	1	1	00:02:24
Average Response Time for District/Incident Type							00:04:58
551 Assist police or other governmental agency							
16-0160582	10/09/2016	20:47:58	10/09/2016	20:48:00	1	2	00:00:02
Average Response Time for District/Incident Type							00:00:02

Seabrook

City of Seabrook Monthly Statistics

Alarm Date Between {10/01/2016} And {10/31/2016}
and District = "1 "

1 Seabrook

Incident	Alarm Date & Time	Arrival Date & Time	Stn	Shift	Response Time
700 False alarm or false call, Other					
16-0160601	10/17/2016 20:21:58	10/17/2016 20:28:14	1	2	00:06:16
Average Response Time for District/Incident Type					00:06:16
745 Alarm system activation, no fire - unintentional					
16-0160581	10/09/2016 20:25:32	10/09/2016 20:43:11	1	2	00:17:39
16-0160615	10/26/2016 21:22:46	10/26/2016 21:29:35	1	2	00:06:49
16-0160616	10/27/2016 00:25:00	10/27/2016 00:33:23	1	3	00:08:23
Average Response Time for District/Incident Type					00:10:57
Overall Average Response Time for District 00:05:23					

Total Incident Count:67

Overall Average Response Time: 00:05:23



Seabrook Police Department

(FISCAL YEAR)

City Wide STAAC Report

Strategic, Tactical & Administrative Analysis of Crime

Actual Month/Year: October/2016

- CATEGORY SUB-TOTALS
- UCR SUB-TOTALS
- UCR TOTALS
- UCR GRAND TOTALS

City Wide Summary of Calls for Service, Reported UCR Crime, Arrests, Field Investigations, Accidents, Citations, Stolen/Rec. Property

Summary of Calls for Service	October			Year To Date		
	2015	2016	% Change	2016	2017	% Change
Officer Initiated	133	198	48.87	133	198	48.87
Citizen Initiated	468	460	-1.71	468	460	-1.71
Grand Totals:	601	658	9.48	601	658	9.48

City Wide UCR Summary Offense Data

Part I Violent Crime	3	2	-33.33	3	2	-33.33
Part I Property Crime	14	20	42.86	14	20	42.86
Part II (All Other Offenses)	43	32	-25.58	43	32	-25.58
Grand Totals:	60	54	-10.00	60	54	-10.00

City Wide UCR Crimes Assigned to Investigations

Part I Violent Crime	2	1	-50.00	2	1	-50.00
Part I Property Crime	15	17	13.33	15	17	13.33
Part II (All Other Offenses)	49	39	-20.41	49	39	-20.41
Grand Totals:	66	57	-13.64	66	57	-13.64

City Wide UCR Crimes Cleared by Investigations

Part I Violent Crime	1	1	0.00	1	1	0.00
Part I Property Crime	5	3	-40.00	3	2	-33.33
Part II (All Other Offenses)	38	29	-23.68	39	30	-23.08
Grand Totals:	44	33	-25.00	43	33	-23.26

City Wide UCR Summary Arrest Data

Total Adult Arrests

Part I Violent Crime Arrest	0	1	NC*	0	1	NC*
Part I Property Crime Arrest	1	1	0.00	1	1	0.00
Part II (All Other Offenses) Arrest	91	81	-10.99	91	81	-10.99
Grand Totals:	92	83	-9.78	92	83	-9.78

Total Juvenile Arrests

Part I Property Crime Arrest	0	0	NC*	0	0	NC*
Grand Totals:	0	0	NC*	0	0	NC*

Total Arrests

Part I Violent Crime Arrest	0	1	NC*	0	1	NC*
Part I Property Crime Arrest	1	1	0.00	1	1	0.00
Part II (All Other Offenses) Arrest	91	81	-10.99	91	81	-10.99
Grand Totals:	92	83	-9.78	92	83	-9.78

City Wide Misc. RMS Summary Data

	October			Year To Date		
	2015	2016	% Change	2016	2017	% Change
Field Contacts	0	0	NC*	0	0	NC*
Stolen Property	\$68,035.29	\$368,434.47	441.53	\$68,035.29	\$368,434.47	441.53
Recovered Property	\$0.00	\$25,700.00	NC*	\$0.00	\$25,700.00	NC*
Injury Accidents	0	0	NC*	0	0	NC*
Total Accident Reports	0	0	NC*	0	0	NC*
Total Citations	0	0	NC*	0	0	NC*

City Wide Calls for Service

Selected Calls for Service Categories	October			Year to Date		
	2015	2016	% Change	2016	2017	% Change
All Alarms	55	55	0.00	55	55	0.00
False Alarms	45	43	-4.44	45	43	-4.44
Disturbance / Assault	42	39	-7.14	42	39	-7.14
Narcotics Investigation	1	2	100.00	1	2	100.00
Disorderly	1	0	-100.00	1	0	-100.00
Theft	15	25	66.67	15	25	66.67
Weapons Related	0	0	NC*	0	0	NC*
Traffic Stops	414	441	6.52	414	441	6.52
Traffic Accidents	55	50	-9.09	55	50	-9.09

City Wide Reported Crime Breakdown

Part I Violent Crime

Attempted Rape	0	0	NC*	0	0	NC*
Rape	0	0	NC*	0	0	NC*
RAPE	0	0	NC*	0	0	NC*
Robbery - Firearm	0	0	NC*	0	0	NC*
Robbery - Knife	0	0	NC*	0	0	NC*
Robbery - Strongarm	0	0	NC*	0	0	NC*
ROBBERY	0	0	NC*	0	0	NC*
Aggravated Assault with Firearm	1	0	-100.00	1	0	-100.00
Aggravated Assault with Knife	0	1	NC*	0	1	NC*
Aggravated Assault with Other Weapon	2	1	-50.00	2	1	-50.00
Aggravated Assault with Personal Weapons	0	0	NC*	0	0	NC*
AGGRAVATED ASSAULT	3	2	-33.33	3	2	-33.33
UCR Totals:	3	2	-33.33	3	2	-33.33

Part I Property Crime

Burglary Forcible	0	0	NC*	0	0	NC*
Burglary Non-Forcible	1	0	-100.00	1	0	-100.00
BURGLARY	1	0	-100.00	1	0	-100.00
Theft - Bicycle	0	0	NC*	0	0	NC*
Theft - From Buildings	0	0	NC*	0	0	NC*
Theft - From Coin Operated Machine	0	0	NC*	0	0	NC*
Theft - From Motor Vehicle (Except Parts)	0	4	NC*	0	4	NC*
Theft - Motor Vehicle Parts/Accessories	1	0	-100.00	1	0	-100.00
Theft - Other	10	13	30.00	10	13	30.00
Theft - Shoplifting	0	0	NC*	0	0	NC*
LARCENY	11	17	54.55	11	17	54.55
Auto	2	3	50.00	2	3	50.00
Other Vehicles	0	0	NC*	0	0	NC*
Truck/Bus	0	0	NC*	0	0	NC*
THEFT OF MOTOR VEHICLE	2	3	50.00	2	3	50.00
UCR Totals:	14	20	42.86	14	20	42.86

Part II (All Other Offenses)

OTHER ASSAULTS	13	8	-38.46	13	8	-38.46
FORGERY	0	0	NC*	0	0	NC*
FRAUD	4	2	-50.00	4	2	-50.00
STOLEN PROPERTY: Buying, Receiving, Possessing	0	0	NC*	0	0	NC*
VANDALISM	4	3	-25.00	4	3	-25.00
WEAPONS: Carrying, Possessing, Etc.	0	0	NC*	0	0	NC*
SEX OFFENSE (Except Forcible Rape & Prostitution)	0	0	NC*	0	0	NC*
DRUG OFFENSE	5	6	20.00	5	6	20.00
OFFENSES AGAINST THE FAMILY & CHILDREN	0	0	NC*	0	0	NC*
DRIVING UNDER THE INFLUENCE	3	1	-66.67	3	1	-66.67
LIQUOR LAWS	0	0	NC*	0	0	NC*
DRUNKENNESS	0	0	NC*	0	0	NC*
DISORDERLY CONDUCT	0	0	NC*	0	0	NC*
RUNAWAYS (PERSONS UNDER AGE 18)	0	1	NC*	0	1	NC*

ALL OTHER REPORTABLE OFFENSES	7	7	0.00	7	7	0.00
NON - REPORTABLE OFFENSES	7	4	-42.86	7	4	-42.86
UCR Totals:	43	32	-25.58	43	32	-25.58
Grand Totals:	60	54	-10.00	60	54	-10.00

City Wide Breakdown of Arrests

Part I Violent Crime Arrest

Robbery - Firearm	0	0	NC*	0	0	NC*
Robbery - Knife	0	0	NC*	0	0	NC*
Robbery - Strongarm	0	0	NC*	0	0	NC*
ROBBERY	0	0	NC*	0	0	NC*
Aggravated Assault with Firearm	0	0	NC*	0	0	NC*
Aggravated Assault with Knife	0	1	NC*	0	1	NC*
Aggravated Assault with Other Weapon	0	0	NC*	0	0	NC*
Aggravated Assault with Personal Weapons	0	0	NC*	0	0	NC*
AGGRAVATED ASSAULT	0	1	NC*	0	1	NC*
UCR Totals:	0	1	NC*	0	1	NC*

Part I Property Crime Arrest

Burglary Forcible	0	0	NC*	0	0	NC*
BURGLARY	0	0	NC*	0	0	NC*
Theft - From Motor Vehicle (Except Parts)	0	0	NC*	0	0	NC*
Theft - Other	0	1	NC*	0	1	NC*
Theft - Shoplifting	1	0	-100.00	1	0	-100.00
LARCENY	1	1	0.00	1	1	0.00
Auto	0	0	NC*	0	0	NC*
Other Vehicles	0	0	NC*	0	0	NC*
THEFT OF MOTOR VEHICLE	0	0	NC*	0	0	NC*
UCR Totals:	1	1	0.00	1	1	0.00

Part II (All Other Offenses) Arrest

OTHER ASSAULTS	5	7	40.00	5	7	40.00
FORGERY	0	0	NC*	0	0	NC*
FRAUD	0	0	NC*	0	0	NC*
STOLEN PROPERTY: Buying, Receiving, Possessing	0	0	NC*	0	0	NC*
VANDALISM	2	1	-50.00	2	1	-50.00
WEAPONS: Carrying, Possessing, Etc.	0	0	NC*	0	0	NC*
DRUG OFFENSE	7	8	14.29	7	8	14.29
OFFENSES AGAINST THE FAMILY & CHILDREN	0	0	NC*	0	0	NC*
DRIVING UNDER THE INFLUENCE	2	1	-50.00	2	1	-50.00
LIQUOR LAWS	1	3	200.00	1	3	200.00
DRUNKENNESS	29	11	-62.07	29	11	-62.07
DISORDERLY CONDUCT	0	1	NC*	0	1	NC*
ALL OTHER REPORTABLE OFFENSES	17	18	5.88	17	18	5.88
NON - REPORTABLE OFFENSES	28	31	10.71	28	31	10.71
UCR Totals:	91	81	-10.99	91	81	-10.99
Grand Totals:	92	83	-9.78	92	83	-9.78

City Wide Breakdown of Juvenile Arrests

Part I Property Crime Arrest

Theft - Other	0	0	NC*	0	0	NC*
LARCENY	0	0	NC*	0	0	NC*
UCR Totals:	0	0	NC*	0	0	NC*
Grand Totals:	0	0	NC*	0	0	NC*

Production Notes

General Information:

- NC* = Non Calculable due to division by zero.
- The STAAC Reports are static reports designed to compile data once each month. Any changes, which may occur in the data after the report has been compiled, will not be included.
- Unfounded cases have been excluded. However, if a case is declared unfounded after the month in which this report is compiled, that change will not be included.
- UCR Hierarchy rules have been applied to the reported crime and arrest data.
- The City Wide report contains records for all calls, cases & arrests, even those with unknown beat/district information. The individual district & beat reports contain only those records which could be verified to that particular beat or district.
- The data for this report is compiled using a Business Objects Crystal Reports.

Call for Service Information:

- Call for Service data was pulled by Create Date.
- The following call types have been excluded from this report: "Call Police", "Court", "DOT", "Follow Up", "Meal Break", "Meet", "Vehicle Service or Repair", "Serving or Obtaining Warrants", "Special Assignment", "Special Investigation", "Test Call", "Training-Law", "Wrecker"
- Citizen Initiated calls are defined as calls where the call source is listed as "911 Call", "Phone", "VoIP Call", "3rd Party Caller" or "Alarm".
- Officer Initiated calls are defined as calls where the call source is listed as "Field Initiated", "Front Desk" or "MDT".
- The categories of All Alarms, Domestic Calls, Drug Violations, Funeral Escorts & Traffic Stops are defined as calls with the specific call type for which the category is named.
- False Alarms are defined as any alarm call with a disposition other than "Report Taken" or "Arrest Made".
- Other Escorts are defined as any type of escort call other than a funeral escort.
- Gun/Shooting Related calls are those with the following call types: "Discharge Gun", "Shooting", and "Gunshots".
- Traffic Accidents are defined as vehicle accident calls with a disposition of "Report Taken". Traffic accident calls with other dispositions are not included.

Reported Crime Information:

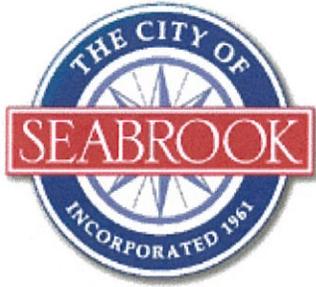
- Case data was pulled by Reported Date.
- UCR Hierarchy rules have been applied.
- Unfounded cases have been excluded. However, if a case is declared unfounded after the month in which this report is compiled, that change will not be included.
- Part I Violent Crime includes murder, rape, robbery & aggravated assault.
- Part I Property Crime includes burglary, larceny, motor vehicle theft & arson.
- Part II Crime is defined as any reported offense not included in the Part I categories above.
- Drug Violations include only reported offenses specifically entered as drug violations.

Arrest Information:

- Arrest data was pulled by the Arrest Date.
- UCR Hierarchy rules have been applied.
- The totals displayed in this section represent a distinct count of arrest numbers after the UCR Hierarchy rule was applied.
- In the OSSI System, all citations, other than traffic offenses, are entered into the system as arrests. These arrest totals include those citation counts. Traffic violations, other than DWI, are not included in this report.
- Part I Violent Crime includes murder, rape, robbery & aggravated assault.
- Part I Property Crime includes burglary, larceny, motor vehicle theft & arson.
- Part II Crime is defined as any reported offense not included in the Part I categories above.
- Drug Violations include only reported offenses specifically entered as drug violations.
- Juvenile Arrests are defined as arrests where the age of the arrestee is less than 17 years of age.

Field Investigations:

- Field Investigations data was pulled by the Contact Date.
- Field Investigations data was pulled directly from RMS.FCMAIN.dbo. This is not a static database. This database contains only records from the OSSI system.



*CITY
OF
SEABROOK*

**AGENDA
BRIEFING**

Date of Meeting: November 15, 2016

Submitter/Requestor: Sean Landis

Presenter: Sean Landis

Description/Subject: Monthly Building Department Report for October 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 October, there was 1 residential permits issued totaling \$208,000.00
No new commercial permits were issued in October.**

Recommended Action:

Attachments:

- Monthly Permitting report page for October
- 2016-2017 Year to Date report
- Code Enforcement and Building Inspection report for October
- Fire Marshal Inspection report for October

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

Finance Officer Review:

Budget Dept/Line Item Number _____

Funding Comments:

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

Suggested Motion:

City Manager Review:

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

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

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

Received and accepted by the City Secretary/Assistant _____

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

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

Building Department Statistics
October 2016

PERMIT TYPES	# ISSUED	VALUATION	FEES PAID
New Residential	1	\$208,000.00	\$2,550.75
Building Additions	9	\$120,410.00	\$75.00
Swimming Pools	5	\$234,124.00	\$150.00
New Commercial	0	\$0.00	\$0.00
Commercial Additions	1	\$30,000.00	\$75.00
New City	0	\$0.00	\$0.00
City Additions	0	\$0.00	\$0.00
Electrical	12	\$428,520.00	\$750.00
Fill	0	\$0.00	\$0.00
Irrigation	1	\$3,850.00	\$0.00
Mechanical	13	\$84,977.26	\$300.00
Plumbing	16	\$525,082.14	\$0.00
Sign	0	\$0.00	\$0.00
Demolition	0	\$0.00	\$0.00
Fire Alarm/Sprinkler	1	\$44,617.00	\$0.00
Miscellaneous	6	\$29,086.00	\$150.00
Lien	0	\$0.00	\$0.00
TOTALS	65	\$1,708,666.40	\$4,050.75

Building Department Statistics
Fiscal Year 2016-2017

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	1	\$208,000.00	14	\$354,534.00	1	\$30,000.00	0	\$0.00	7	\$73,703.00	12	\$428,520.00	1	\$3,850.00	13	\$84,977.26	16	\$525,082.14	65	\$1,708,666.40	51	\$1,368,291.08
November																			0	\$0.00	87	\$941,415.96
December																			0	\$0.00	54	\$806,735.21
January																			0	\$0.00	47	\$441,041.91
February																			0	\$0.00	78	\$1,023,706.70
March																			0	\$0.00	69	\$1,254,595.86
April																			0	\$0.00	84	\$1,502,938.81
May																			0	\$0.00	71	\$1,574,631.91
June																			0	\$0.00	71	\$5,943,491.60
July																			0	\$0.00	81	\$6,158,649.30
August																			0	\$0.00	71	\$1,394,526.79
September																			0	\$0.00	64	\$678,137.65
Y-T-D	1	\$208,000.00	14	\$354,534.00	1	\$30,000.00	0	\$0.00	7	\$73,703.00	12	\$428,520.00	1	\$3,850.00	13	\$84,977.26	16	\$525,082.14	65	\$1,708,666.40	828	\$23,088,162.79
TOTALS		\$208,000.00		\$354,534.00		\$30,000.00		\$0.00		\$73,703.00		\$428,520.00		\$3,850.00		\$84,977.26		\$525,082.14		\$1,708,666.40		\$23,088,162.79

Fees Paid		Fees Paid	
October	\$4,050.75	April	
November		May	
December		June	
January		July	
February		August	
March		September	
		Y-T-D Total	

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

New Residential Buildings	1
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#	Water Impact Fees	#	Sewer Impact Fees	#	Water Impact Fees	#	Sewer Impact Fees	
October	\$1,081.75		\$1,444.00	April				
November				May				
December				June				
January				July				
February				August				
March				September				
				Y-T-D Total	0	\$1,081.75	0	\$1,444.00

Building Department Statistics
October 2016

PERMIT TYPES	# ISSUED	VALUATION	FEES PAID
New Residential	1	\$208,000.00	\$2,550.75
Building Additions	9	\$120,410.00	\$75.00
Swimming Pools	5	\$234,124.00	\$150.00
New Commercial	0	\$0.00	\$0.00
Commercial Additions	1	\$30,000.00	\$75.00
New City	0	\$0.00	\$0.00
City Additions	0	\$0.00	\$0.00
Electrical	12	\$428,520.00	\$750.00
Fill	0	\$0.00	\$0.00
Irrigation	1	\$3,850.00	\$0.00
Mechanical	13	\$84,977.26	\$300.00
Plumbing	16	\$525,082.14	\$0.00
Sign	0	\$0.00	\$0.00
Demolition	0	\$0.00	\$0.00
Fire Alarm/Sprinkler	1	\$44,617.00	\$0.00
Miscellaneous	6	\$29,086.00	\$150.00
Lien	0	\$0.00	\$0.00
TOTALS	65	\$1,708,666.40	\$4,050.75

**Building Department Statistics
Fiscal Year 2016-2017**

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	1	\$208,000.00	14	\$354,534.00	1	\$30,000.00	0	\$0.00	7	\$73,703.00	12	\$428,520.00	1	\$3,850.00	13	\$84,977.26	16	\$525,082.14	65	\$1,708,666.40	51	\$1,368,291.08
November																			0	\$0.00	87	\$941,415.96
December																			0	\$0.00	54	\$806,735.21
January																			0	\$0.00	47	\$441,041.91
February																			0	\$0.00	78	\$1,023,706.70
March																			0	\$0.00	69	\$1,254,595.86
April																			0	\$0.00	84	\$1,502,938.81
May																			0	\$0.00	71	\$1,574,631.91
June																			0	\$0.00	71	\$5,943,491.60
July																			0	\$0.00	81	\$6,158,649.30
August																			0	\$0.00	71	\$1,394,526.79
September																			0	\$0.00	64	\$678,137.65
Y-T-D TOTALS	1	\$208,000.00	14	\$354,534.00	1	\$30,000.00	0	\$0.00	7	\$73,703.00	12	\$428,520.00	1	\$3,850.00	13	\$84,977.26	16	\$525,082.14	65	\$1,708,666.40	828	\$23,088,162.79

Fees Paid		Fees Paid	
October	\$4,050.75	April	
November		May	
December		June	
January		July	
February		August	
March		September	
Y-T-D Total			

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

New Residential Buildings	1
----------------------------------	---

#	Water Impact Fees	#	Sewer Impact Fees	#	Water Impact Fees	#	Sewer Impact Fees
October	\$ 1,081.75		\$ 1,444.00	April			
November				May			
December				June			
January				July			
February				August			
March				September			
Y-T-D Total				0	\$1,081.75	0	\$1,144.00

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {10/01/2016} And
{10/31/2016}

ANDERS1405 Anchor Marine Insurance
1405 Anders AVE
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
10/07/2016		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

SECOND1409 Back Bay Boutique
1409 Main ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
10/07/2016		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

REDBLUFF2702 Bay Area Trees
2702 Red Bluff RD
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
10/07/2016		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

BLUE Blue Dolphin Yachting
500 Blue Dolphin DR
P.O. Box 123
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
10/28/2016		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

Seabrook Volunteer Fire Department

Inspections by Occupancy

**Date Completed Between {10/01/2016} And
{10/31/2016}**

**BAYPORT1418 Donald's Donuts
 1418 Bayport Blvd (SH 146)
 Seabrook, TX 77586**

Date	Time	Type	Staff Hrs	Fee
10/28/2016		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

**EMER01 Emery's Seafood
 510 Waterfront DR
 Seabrook, TX 77586**

Date	Time	Type	Staff Hrs	Fee
10/20/2016		205 INSPECTION - Follow Up	0.00	
10/28/2016		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 2			0.00	

**BAYPORT1506 First Baptist Church
 1506 Bayport Blvd (SH 146)
 Seabrook, TX 77586**

Date	Time	Type	Staff Hrs	Fee
10/27/2016		890 CONSULTATION - Other	0.00	
Total Activities for Occupancy: 1			0.00	

**LILY01 Grand Central Station
 1002 Meyer RD
 Seabrook, TX 77586**

Date	Time	Type	Staff Hrs	Fee
10/27/2016		800 CONSULTATION - General	0.00	
Total Activities for Occupancy: 1			0.00	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {10/01/2016} And
{10/31/2016}

VACA01 Cell Wizard
1002 Meyer RD
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
10/21/2016		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

NASA2901 Comfort Inn & Suites
2901 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
10/28/2016		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

COUN01 Country Wide AC/Heating
1901 Marvin CIR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
10/14/2016		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

NASA3659#E Domino's Pizza
3659 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
10/28/2016		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

Seabrook Volunteer Fire Department

Inspections by Occupancy

**Date Completed Between {10/01/2016} And
{10/31/2016}**

HIALEAH1908E Habanero's
 1908 Hialeah DR
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
10/20/2016		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

NASA3000 Hampton Inn
 3000 Nasa
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
10/11/2016		822 CONSULTATION - Sprinkler System	0.00	
10/18/2016		822 CONSULTATION - Sprinkler System	0.00	
10/20/2016		122 PLAN REVIEW - Sprinkler System	0.00	
10/21/2016		890 CONSULTATION - Other	0.00	
10/21/2016		122 PLAN REVIEW - Sprinkler System	0.00	
10/28/2016		122 PLAN REVIEW - Sprinkler System	0.00	
10/28/2016		121 PLAN REVIEW - Fire Alarm	0.00	
Total Activities for Occupancy: 7			0.00	

NMEYER 1302A Jossie Jones and Assoc.
 1302 N Meyer RD
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
10/07/2016		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT2018 KFC Taco Bell
 2018 Bayport Blvd (SH 146)
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
10/20/2016		205 INSPECTION - Follow Up	0.00	

Seabrook Volunteer Fire Department

Inspections by Occupancy

**Date Completed Between {10/01/2016} And
{10/31/2016}**

BAYPORT2018 KFC Taco Bell
 2018 Bayport Blvd (SH 146)
 Seabrook, TX 77586

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

MARVINCIR192 KIWO
 1929 Marvin CIR
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
10/14/2016	840	CONSULTATION - Hazardous Operation	0.00	
10/20/2016	840	CONSULTATION - Hazardous Operation	0.00	
10/27/2016	840	CONSULTATION - Hazardous Operation	0.00	
Total Activities for Occupancy: 3			0.00	

NMEYER1302 Mar-Tek Inc
 1302 N Meyer RD
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
10/07/2016	200	INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

FOURTH1301 Merlion Restaurant
 1301 4th (Fourth) ST
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
10/07/2016	822	CONSULTATION - Sprinkler System	0.00	
10/10/2016	822	CONSULTATION - Sprinkler System	0.00	
Total Activities for Occupancy: 2			0.00	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {10/01/2016} And
{10/31/2016}

SECOND1605 Midnight Slice
 1605 Main ST
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
10/07/2016		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

FIFTH1320B Nails, Etc.
 1320 5th (Fifth) ST
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
10/07/2016		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT2000 Palais Royal
 2000 Bayport Blvd (SH 146)
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
10/20/2016		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT2910 Pawn it All
 2910 Bayport Blvd (SH 146)
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
10/14/2016		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

Seabrook Volunteer Fire Department

Inspections by Occupancy

**Date Completed Between {10/01/2016} And
{10/31/2016}**

**BUDD01 Rustic Pecan
 1506 Main ST
 Seabrook, TX 77586**

Date	Time	Type	Staff Hrs	Fee
10/07/2016		205 INSPECTION - Follow Up	0.00	
10/20/2016		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 2			0.00	

**BAYPORT2304- Seabrook House of Flowers
 2304 Bayport Blvd (SH 146)
 Seabrook, TX 77586**

Date	Time	Type	Staff Hrs	Fee
10/20/2016		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

**NASA3659A Signature Bistro
 3659 Nasa
 Seabrook, TX 77586**

Date	Time	Type	Staff Hrs	Fee
10/07/2016		205 INSPECTION - Follow Up	0.00	
10/14/2016		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 2			0.00	

**TOWE13 Towers of Seabrook Bldg 03
 3300 Bayport Blvd (SH 146)
 Seabrook, TX 77586**

Date	Time	Type	Staff Hrs	Fee
10/14/2016		201 INSPECTION - Final	0.00	
10/14/2016		221 INSPECTION - Fire Alarm	0.00	
Total Activities for Occupancy: 2			0.00	

Seabrook Volunteer Fire Department

Inspections by Occupancy

**Date Completed Between {10/01/2016} And
{10/31/2016}**

NASA3101A Vacant
 3101 Nasa
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
10/07/2016	200	INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

NASA3144 Vacant
 3144 Nasa
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
10/28/2016	205	INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

WATE01 Waterfront Seafood
 510 Waterfront DR
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
10/20/2016	205	INSPECTION - Follow Up	0.00	
10/28/2016	205	INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 2			0.00	

Grand Total Activities: 44

Grand Totals: 0.00 0.00

Fire Inspector Report for October 2016

New (or annual) Inspections	13
Re-inspections (follow-ups)	17
Consultations	10
Plan Reviews	4
Investigations	0
Total Inspections	44
Outstanding Inspections	38



CITY OF SEABROOK
PARADE, CARNIVAL, SHOW, FESTIVAL,
SPECIAL OR COMMUNITY EVENT

Date of Application: 11/3/16 Name of Applicant: BRETT HAMNER

Full Address of Applicant: 2555 REPS DORPTH UNIT 415 SEABROOK

Day Time Phone (281) 908-2296 Night time phone () SAME

e-mail address: [REDACTED]

"Thanks for Giving"

Name of Organization, Firm or Corporation on whose behalf this application is made:
WAY OUT WOMEN'S CENTER (I10-45)

Address of Organization (if different from above): 101A ST, 1

City HOUSTON State TEXAS Zip Code 77017

Phone Number of Organization (if different from above): () _____

Is the organization recognized as a non-profit organization for tax purposes? YES

Requested Date(s) and Times of the Event: NOV 20, 2016

Location of the Event: MIRAMAR MEADOW

Will any portion of this event be held on city property? If so, where?
yes see above

Note: If you will hold the event in a city park or facility, you must also complete an additional application to use city facilities.

Give a brief description of the event: BBQ, w/ GAMES AND AUCTIONS OF FOOD PLUS SPEAKERS TO FUNDRAISE

Estimated No. of Workers 24 Estimated No. of Attendees ≤ 100

Will the event be held in a parking area? NO. If so, how many parking spaces will be temporarily lost? nil

How many parking spaces are you providing for the event? _____

Will alcohol be served? NO If so, you are required to pay an additional deposit if you wish to serve alcohol on city property. You must also contact the Texas Alcoholic Beverage Commission.

Will admission be charged for this event? TECHNICALLY NO ITS DONATION

Do you want to display temporary signs or banners to advertise this event? YES

Number of signs for this event 4? Complete the sign permit application attached to the packet. Please note that signs may only be displayed on private property, with the property owners' permission and with a city permit. Signs are not permitted in any street rights-of-way.

n/a

If this event is a parade, please answer the following additional questions.

Proposed Route (Attach Map): N/A

Estimated number and kind of animals to be used: _____

Estimated number of parade participants including, animals and riders, bicycle riders, animal-drawn vehicles, floats motor vehicles, motorized displays and marching units or organizations, such as bands, color-guards, and drill teams:

THIS SECTION NEEDS TO BE COMPLETED IN ORDER TO PROCESS YOUR APPLICATION.

This application has been reviewed by the Seabrook Police Chief or designee and the signature below verifies that adequate provisions for security have been made by the applicant.

SEAN WRIGHT
Print name
Police Department Representative

1-9-16
Date Approved

[Signature]
Signature
Police Department Representative

Comments: No Action by SPD

I have enclosed the following items as part of my application and have initialed each relevant item:

1. completed applications form including approval by the Seabrook Police Department.
2. If the event is to be held on city property, an additional application for the use of city facilities.
3. Permit fee in the amount of \$ 50.00. (Non-profit organizations may substitute a letter of request to the City Council requesting a waiver of the permit fee.)
4. If event is a parade a deposit fee of N/A is included. Deposits are not waived.
5. A certificate of insurance, naming the City of Seabrook as certificate holder. This insurance provides protection of not less than \$100,000 against liability for damages to property and protection of not less than \$100,000 for protection of injury to the death of one person and of not less than \$300,000 for protection against injury to death of two or more persons in a single accident or occurrence. (A sample certificate of insurance is enclosed.)
6. For special events, a site plan is attached as required by the Code of the City of Seabrook, Section 4.07. (See attached excerpt.)
7. For parades, a map showing the parade route is attached.

As applicant, I certify that all information contained in this application is true and correct to the best of my knowledge. I state that I am fully authorized to act and contract for any persons, organizations, firms or corporations on whose behalf this application is made. As applicant for the above organization, I do contract and agree that they will jointly and severally, indemnify and hold the City of Seabrook harmless against liability for any and all claims for damage to property or injury to or death of persons arising out of or resulting from the issuance of the permit or the conduct of the participants. As applicant, I understand that I may be held liable as principal in place of the organization for the cost of cleaning or repairing city property which may have sustained damage as a result of the special event. I understand that a special events permit may be issued for no more than five consecutive days. If the permit is granted, I, as representative, agree to adhere to all city ordinances regarding the special event.

I understand that if I am applying to use a city park, community house or other city facility to hold this event, additional applications and fees will be required. I also understand that all required applications, accompanying documents and fees must be submitted to the City Secretary's Office at least 30 days prior to the date of the event, and that the event may not be held without approval of the Seabrook City Council. I have read and have agreed to the above conditions.



Signature of Applicant

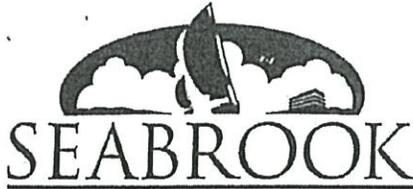
BRETT W HAMNER

Printed Name of Applicant

11/3/16

Date Submitted

<u>JL Hicks</u>		<u>11-9-16</u>	FOR OFFICE USE ONLY
Reviewed by City Secretary		Date	
If applicable: Fire Marshal notified	<u>N/A</u>	Building Official Notified	<input checked="" type="checkbox"/>
		City Mgr	<input checked="" type="checkbox"/>
This application has been reviewed by the Seabrook City Council on <u>11-15-16</u>			
and has been APPROVED DENIED.			
The following conditions are placed upon this event: _____			



Rental Application for City Facilities and Parks

Please circle one rental option

Community House

Meador Park Pavilion / MIRAMAR

Pool Pavilion

Pool Game Room

Baseball Fields

Pine Gully Park

Other city parks

Rental Fee	\$100 + \$50 = \$150
Deposit	\$50 + \$50 = \$100
Security Deposit	
Special Event Fee	\$50

Total Amount Due	\$300
------------------	-------

paid 11-9-16

Group or Company: WAY OUT WOMEN'S CENTER

Contact Name: BRETT HAMNER

Address: 7555 REPSMORPH RD UNIT 415

City: SEABROOK State: TEXAS Zip: 77586

Home/Cell Phone: 281-908-2296 Work Phone: 281-918-3434

Email Address: [REDACTED]

Type of Event: FUND RAISER BBQ

Date of Event: NOV. 20TH, 2016 Start Time: 7:00 AM End Time: 7:00 PM (1:00-6:30)

Number of People Attending: 100 Will alcohol be served? NO

If you will be serving alcohol you must complete the Alcohol Security Agreement.

Is this a private event? YES may the public attend? NO

If an outside event is open to the public, you must complete a special events permit application.

Notes and Comments:

WAY OUT WOMEN'S CENTER
IS A 501C CORPORATION

Terms and Conditions

Applicant represents and certifies that:

1. All information provided in this application is true and correct.
2. Applicant and user will bear all cost of cleanup and damage; and for this purpose the City may retain part or all of the deposit, and excess will be immediately paid to applicant and user, or either of them, upon request.
* Applicants are required to clean up the Community House the same day/evening of reservation. Failure to clean the building will result in loss of deposit.
BWA (Initials)
3. Deposits will not be refunded until keys have been returned. BWA (initial)
4. Misrepresentation or erroneous information in this application constitutes grounds for denial of future applications and use.
5. WAIVER OF LIABILITY:
 - a. I understand the City of Seabrook is not responsible for the loss or damage to any equipment or supplies of the renter. BWA (initials)
 - b. To the fullest extent permitted by law, RENTER, shall indemnify and hold harmless the City of Seabrook from and against claims, damages, losses, and expenses, including but not limited to, attorney's fees, which arise out of or in any way relate to any and all personal injury, death and/or property damage in connection with rental by the City to the rental of the Facility (as defined above), and arising out of any act and/or omission by the City and/or of any and all of the City's agents, representatives, servants, and employees, including, but not limited to, negligence, gross negligence, strict liability, breach of express or implied warranty, breach of fiduciary duty, breach of the duty of good faith and fair dealing, fraud, conspiracy, conspiracy to defraud, deceptive trade practice allegations, misrepresentations, or contribution, or any other claim, whether based on a tort, contract, or under any theory of recovery, under any state or federal law, or whether for compensatory or punitive damages (or any types of damages whatsoever). In no event will the City of Seabrook be liable for special indirect or consequential damages arising out of, or in connection with, the rental of the Facility rendered under this Agreement.
6. I have read the rules and regulations and understand the fee structure to which time I have chosen.
7. I understand I must be at least 21 years of age for this application to be considered.
8. I have received a copy of the resolution which applies. BWA (initials)
9. The City requires that the applicant provide adequate security protection at any function attended by varying numbers of persons and has guidelines for the number of peace officers needed per volume of attendants and the nature of the function (see attachment 2). In addition to other prepaid deposits required, the applicant shall prepay a deposit of 100% of the cost per officer per hour to be required for the event at

the time of the application. Those moneys shall be held by the City and deposited in a City holding account to assure that adequate security is present for all events, but the contract for security services is between applicant and the individual peace officer(s), even when off duty Seabrook police officers are engaged. If a City peace officer is working a party on City premises, off duty under private party contract, he or she is not acting in his or her official capacity as a City employee and is an independent contractor in providing these services. The holding of the deposit by the City is to assure that security shall be on hand to protect City property, but payment for said services shall be from applicant to the officer, even if the applicant releases the deposit to the peace officer instead of paying him or her direct. Said fees are not salary. City shall not ever be anything more than the holder of the deposit and shall release same as directed by the parties since it shall never become City funds.

I UNDERSTAND I MUST BE AT LEAST 21 YEARS OF AGE TO SUBMIT FORM Buff (initial)


Applicants Signature

NOV. 9, 2016
Date

City Manager's Signature

Date

CITY OF SEABROOK
***** REPRINT RECEIPT *****

REC#: 00685447 11/09/2016 3:35 PM
OPER: 017 TERM: 001
REF#: 0681101189

TRAN: 3.0000 LICENSES & PERMITS
WAYOUT WOMENS CENTER11/20
WAYOUT W C -HAMNER, BRETT
LICENSES & PERMITS/ 50.00CR

TRAN: 35.0000 PARK RECEIPTS
WAYOUT W CENTER B HAMNER 11/20
WAYOUT W CENTER B, HAMNER11/20
PARK FEES 150.00CR

TRAN: 4.0000 COMM HSE/CAROTHER'S
WAYOUT W CENTER 11/20 HAMNER
WAYOUT W CENT B, HAMNER 11/20
COMMUNITY HOUSE DEP 100.00CR

TENDERED: 300.00 CHECK
APPLIED: 300.00-

CHANGE: 0.00

0006811

11-24

Office AU #

1210(8)

CASHIER'S CHECK



Remitter: BRETT W HAMNER
Operator I.D.: u473981

November 09, 2016

PAY TO THE ORDER OF ***CITY OF SEABROOK***

Three hundred dollars and no cents

***\$300.00**

Payee Address:
Memo:

WELLS FARGO BANK, N.A.
1600 HIGHWAY 146
SEABROOK, TX 77586
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$ 300.00

Richard Perry
CONTROLLER



Control Center - Includad

WOWC Inc.
3217 Iola
Houston, TX 77017
(713) 649-9437 EIN: [REDACTED]

November 3, 2016

Rex L. Meador Park
2100 N. Meyer Rd.
Seabrook, TX 77586

Dear Madam/Sir;

The Way Out Women's Center's Board of Trustees wish to request the City of Seabrook Facilities and Parks Department, waive the fees associated with the park usage for the hours of 7:00am through 7:00pm on Sunday, November 20th, 2016.

A fundraiser for The Way Out Women's Center (herein WOWC) is being planned at the Rex L. Meador Park and Miramar park on the above mentioned date. Co-Host Brett Hamner and three other committee members are Seabrook residents as well as an anticipated 10 to 20 % of the fundraiser participants.

WOWC, Inc. is a 501c3 Non-Profit Organization EIN [REDACTED]

Fundraisers such as this help us sustain the ability to feed and house women who have a desire to start the process of changing their lives. The Way Out Women's Center is a facility that offers women a 10-day residential detoxification from alcohol. Client services are *fully* funded through the voluntary contributions of individuals and private organizations.

The location and infrastructure of these parks is very conducive to a successful fundraiser and we look forward to a positive response back to the use (hopefully free) of these parks

Please advise soonest as time is of the essence for advertising purposes

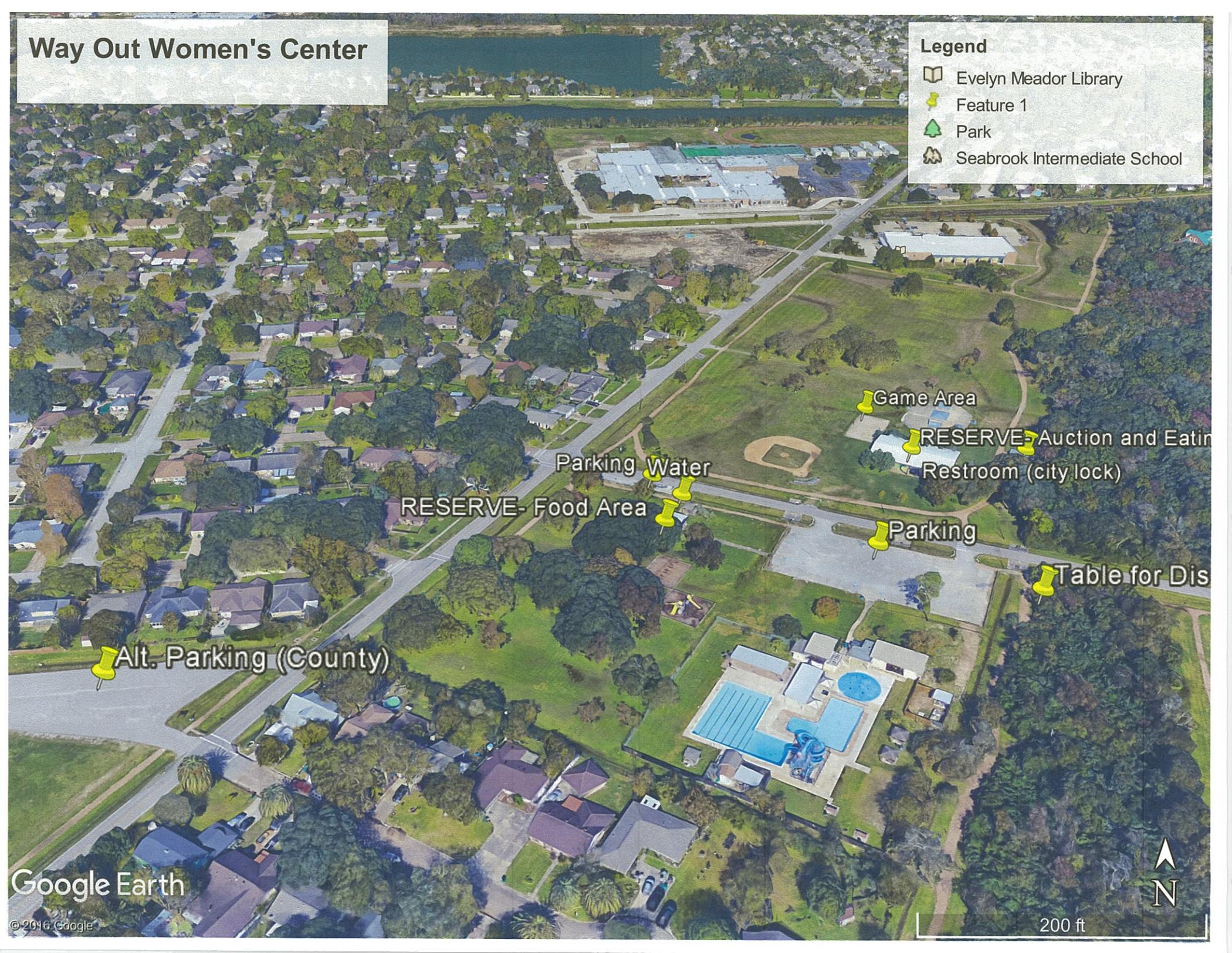
Very Truly Yours,


Deborah C. Newman
Financial Secretary/Treasurer
(832) 526-2762

Way Out Women's Center

Legend

-  Evelyn Meador Library
-  Feature 1
-  Park
-  Seabrook Intermediate School



Game Area

RESERVE- Auction and Eating

Restroom (city lock)

Parking Water

RESERVE- Food Area

Parking

Table for Dis

Alt. Parking (County)



ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THIS EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently prepared or trained for participation in this activity, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity in which I may participate, and that it will govern my actions and responsibilities at said activity.

In consideration of my application and permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, THE FOLLOWING ENTITIES OR PERSONS: The Soil Ecology Society, (SES) and/or their directors, officers, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and volunteers;

(B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise.

I acknowledge that SES and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

I acknowledge that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the activity. These risks are not only inherent to participants, but are also present for volunteers.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

I understand while participating in this activity, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the activity holders, producers, sponsors, organizers, and assigns.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Participant's Signature Date Participant's Name Age
(Please print legibly.)

Parent/Guardian Signature Date
(If under 18 years old, Parent or Guardian must also sign.)

CITY OF SEABROOK
PARADE, CARNIVAL, SHOW, FESTIVAL,
SPECIAL OR COMMUNITY EVENT
APPLICATION

Date of Application: 11/8/16 Name of Applicant: City of Seabrook

Full Address of Applicant: 1700 First St, Seabrook TX 77586

Day Time Phone (281) 281-5778 Night time phone (281) 636-8687

e-mail address: JPerkins@seabrooktx.gov

Name of Organization, Firm or Corporation on whose behalf this application is made:
City of Seabrook

Address of Organization (if different from above): _____

City _____ State _____ Zip Code _____

Phone Number of Organization (if different from above): () _____

Is the organization recognized as a non-profit organization for tax purposes? yes

Requested Date(s) and Times of the Event: December 1st, 6-9PM

Location of the Event: Mohrhusen Park to main street

Give a brief description of the event: The city's Christmas tree will be lit. There will be vendors to live music performed by local school to church choirs

Estimated No. of Workers 4 Estimated No. of Attendees 150

Will the event be held in a parking area? No. If so, how many parking spaces will be temporarily lost? 0

How many parking spaces are you providing for the event? _____

Will any portion of this event be held on city property? If so, where?
Mohrhusen Park to portions of main st to Cook Ave

Will alcohol be served? NO If so, you are required to pay an additional deposit if you wish to serve alcohol on city property. You must also contact the Texas Alcoholic Beverage Commission.

Will admission be charged for this event? NO

Do you want to display temporary signs or banners to advertise this event? NO

Number of signs for this event 0 Complete the sign permit application attached to the packet. Please note that signs may only be displayed on private property, with the property owners' permission and with a city permit. Signs are not permitted in any street rights-of-way.

If this event is a parade, please answer the following additional questions.

Proposed Route (Attach Map): N/A

Estimated number and kind of animals to be used: _____

Estimated number of parade participants including, animals and riders, bicycle riders, animal-drawn vehicles, floats motor vehicles, motorized displays and marching units or organizations, such as bands, color-guards, and drill teams:

THIS SECTION NEEDS TO BE COMPLETED IN ORDER TO PROCESS YOUR APPLICATION.

This application has been reviewed by the Seabrook Police Chief or designee and the signature below verifies that adequate provisions for security have been made by the applicant.

SEAN WRIGHT 11-9-16
 Print name Date Approved
 Police Department Representative

SEM WRIGHT
 Signature
 Police Department Representative

Comments: Need officers for street detour/closure
Street Closure @ 4:00pm

I have enclosed the following items as part of my application:

1. A completed application form including approval by the Seabrook Police Department.
2. Permit fee in the amount of \$ 50.00. (Non-profit organizations may substitute a letter of request to the City Council requesting a waiver of the permit fee.
3. If event is a parade a deposit fee of N/A is included. Deposits are not waived.
4. A certificate of insurance, naming the City of Seabrook as certificate holder. This insurance provides protection of not less than \$100,000 against liability for damages to property and protection of not less than \$100,000 for protection of injury to the death of one person and of not less than \$300,000 for protection against injury to death of two or

more persons in a single accident or occurrence. (A sample certificate of insurance is enclosed.)

- 5. For special events, a site plan is attached as required by the Code of the City of Seabrook, Section 4.07. (See attached excerpt.)
- 6. For parades, a map showing the parade route is attached.

NO APPLICATION WILL BE ACCEPTED UNLESS ALL ITEMS LISTED ABOVE ARE PROVIDED.

As applicant, I certify that all information contained in this application is true and correct to the best of my knowledge. I state that I am fully authorized to act and contract for any persons, organizations, firms or corporations on whose behalf this application is made. As applicant for the above organization, I do contract and agree that they will jointly and severally, indemnify and hold the City of Seabrook harmless against liability for any and all claims for damage to property or injury to or death of persons arising out of or resulting from the issuance of the permit or the conduct of the participants. As applicant, I understand that I may be held liable as principal in place of the organization for the cost of cleaning or repairing city property which may have sustained damage as a result of the special event. I understand that a special events permit may be issued for no more than five consecutive days. If the permit is granted, I, as representative, agree to adhere to all city ordinances regarding the special event.

I understand that if I am applying to use a city park, community house or other city facility to hold this event, additional applications and fees will be required.

I understand that all required applications, accompanying documents and fees must be submitted to the City Secretary's Office at least 30 days prior to the date of the event, and that the event may not be held without approval of the Seabrook City Council. I have read and have agreed to the above conditions.

Signature of Applicant

[Handwritten Signature]
John-Michael Perkins

Printed Name of Applicant

11/8/16
Date Submitted

FOR OFFICE USE ONLY	
<u>CSL Hicks</u>	<u>11-9-16</u>
Reviewed by City Secretary	Date
If applicable: Fire Marshal notified <u>N/A</u>	Building Official Notified <input checked="" type="checkbox"/> City Mgr <input checked="" type="checkbox"/>
This application has been reviewed by the Seabrook City Council on <u>11-15-16</u>	
and has been APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/>	
The following conditions are placed upon this event: _____	

Main Street Tree Lighting Event Plan

Street Closures beginning at 4pm, ending at 9:45-10pm

- Cook & Main
- Anders & Main
- Cook & 1st
- Main, halfway between Cook and Moskowitz
 - Do not block street access to Midnite Slice

Timeline

- 4:00 - Streets close
- 5:15 - Vendors allowed to start setting up
- 5:45 - Vendors must be finished setting up and their cars off street
- 6:15 - Mayor speaks and lights tree
- 6:30 - Bay Elem choir
- 6:45 - Seabrook UMC
- 7:00 - Bay Area Arts Conservatory (Charlie Brown skit)
- 7:20 - Seabrook Intermediate Choir
- 7:40 - Seabrook Intermediate Band
- 8:00 - Santa comes in on SVFD Fire Truck
- 9:00 - Event ends, clean-up begins
- 9:45 - Streets cleared and are re-opened

Public Works

- 1 Public Works employee on site during event
- Event company set up stage and bleachers on Post Office lawn Thursday afternoon
- Bring podium
- Buy cookies and cocoa
- Bring small generator to power PA system behind stage
- Bring PA system
- Message board "No Left Turn" in left turn lane at light on 146 and Main
- Bringing 1 light tower, and either purchasing or renting an additional light tower
- Ordered 2 portapotties and 10 disposable trash cans from Waste Management

Police Department

- Barricades and street closures listed above

Fire Department

- Fire Truck will drive down First St and turn on Cook at 8pm
- Santa will be seated in front of tree to visit kids
- SVFD Auxiliary will hand out cookies and cocoa

Communications

- Put “No Parking” signs along Cook Ave behind City Hall to keep people from parking in street
- Coordinate with vendors for booth set up and break down
- Communicating with local businesses regarding street closures and times



— Police barricades

— Parking areas

Additional parking (not pictured) at City Hall & Bay Elem

→ Fire Truck Route

Main Street Tree Lighting

Thursday, December 1st, 6pm-9pm

Tree Lighting 2016

Legend

-  Evelyn Meador Library
-  Feature 1
-  Park
-  Seabrook Intermediate School

SCHOOL BUS / EQUIP PARKING ONLY

Barricade
Barricade
Barricade

Barricade
light tower
Barricade
Light Tower?

Barricade

Message Board

Seabrook

MESSAGE BOARD

Google Earth

© 2016 Google

400 ft



1 The City Council of the City of Seabrook met in regular session on Tuesday, October 4, 2016 at
2 7:00 p.m. in Seabrook City Hall, 1700 First Street, Seabrook, Texas to discuss, consider and if
3 appropriate, take action on the items listed below.

4
5 **THOSE PRESENT WERE:**

- | | | |
|----|--------------------------|---------------------|
| 6 | GLENN R. ROYAL | MAYOR |
| 7 | ROBERT LLORENTE | COUNCIL PLACE NO. 1 |
| 8 | MIKE GIANGROSSO | COUNCIL PLACE NO. 2 |
| 9 | GARY JOHNSON | COUNCIL PLACE NO. 3 |
| 10 | MELISSA BOTKIN - Ex. Abs | COUNCIL PLACE NO. 4 |
| 11 | GLENNA ADOVASIO | COUNCIL PLACE NO. 5 |
| 12 | O.J. MILLER | MAYOR PRO TEM & |
| 13 | | COUNCIL PLACE NO. 6 |
| 14 | GAYLE COOK | CITY MANAGER |
| 15 | SEAN LANDIS | DEPUTY CITY MANAGER |
| 16 | STEVE WEATHERED | CITY ATTORNEY |
| 17 | ROBIN HICKS | CITY SECRETARY |

18
19 Mayor Royal called the meeting to order at 7:00 p.m. and led the audience in the United States
20 and Texas Pledge of Allegiance.

21
22 **1. PRESENTATIONS**

23
24 1.1. Fire Prevention Week
25 **Recognition of National Fire Prevention Week, October 9-15, 2016. (Royal)**

26
27 Mayor Royal read the proclamation recognizing the National Fire Prevention Week,
28 October 9-15, 2016.

29
30 **2. PUBLIC COMMENTS AND ANNOUNCEMENTS**

31 *At this time we would like to listen to any member of the audience on any subject matter,*
32 *whether or not that item is on the agenda. All comments are limited to a maximum of four*
33 *minutes for each speaker, shall be limited to city business or city-related business or matters of*
34 *general public interest, and shall not include any personal attacks. In accordance with the*
35 *Open Meetings Act, members may not discuss or take action on any item that has not been*
36 *posted on the agenda. When your name is called, please come to the podium and state your*
37 *name and address clearly into the microphone before making your comments. Thank you.*

38
39 2.1. Mayor, City Council and/or members of the city staff may make announcements about
40 city/community events. (Council)

41
42 Councilmember Giangrosso announced several upcoming events, including Seabrook
43 Citizens' University Day; Pumpkins, Paint & Pets event; and Celebration Seabrook.

44

45 Gayle Cook, City Manager, recognized and honored Pam Lab, Director of Finance, for
46 her 29 years of service with the City. Ms Cook stated that Pam has been a bedrock within the
47 office, a Mom to many, a sounding board for many, and she will be truly missed. The Mayor
48 stated that Pam’s work ethic is unbelievable. She has kept Council on track with the books in
49 pristine condition. She and her staff have won several awards throughout the years. Chief
50 Wright honored Ms. Lab, stating that “WE always want backup. We need backup. We are not
51 good with numbers. My mentor and backup is Pam Lab. She leaves this Police Department with
52 a great gift.” Chief Wright presented Ms. Lab with a Certificate of Appreciation of Service to
53 the Seabrook Police Department.

54
55 Ms. Lab stated that, “It has been an honor to serve and to work with all of you. When I
56 came to work so many years ago, it was a job. I never thought of it as a career until I became
57 invested in this community and my co-workers.”

58
59 **3. CONSENT AGENDA**

60 **Council will discuss, consider, and if appropriate, take action on the items listed below.**

61
62 3.1. HGAC designation

63 **Approve proposed Resolution 2016-19, "Designation of Representative and Alternate**
64 **Houston-Galveston Area Council 2017 General Assembly." (Council)**

65
66 **A RESOLUTION FORMALLY APPOINTING AND DESIGNATING MAYOR GLENN**
67 **R. ROYAL AS REPRESENTATIVE AND GARY JOHNSON, COUNCILMEMBER**
68 **POSITION 3, AS ALTERNATE TO THE H-GAC 2017 GENERAL ASSEMBLY AS**
69 **APPROVED BY CITY COUNCIL ON MAY 17, 2016.**

70
71 3.2. Planning & Zoning Reappointments

72 **Approve the reappointment of Laura Davis, Mike DeHart, Dodie Miller, and Michael Potts**
73 **as members to the Planning & Zoning Commission for a term ending January 1, 2018.**
74 **(Hicks)**

75
76 3.3. Board of Adjustment Reappointments

77 **Approve the reappointment of Michele Glaser, Margaret Hunt, and Edelmiro Muniz as**
78 **regular members and Kevin Ferguson as an alternate member to the Board of Adjustment**
79 **/ Building Standards Commission for a term ending January 1, 2018. (Hicks)**

80
81 3.4. Special Event Bike Around the Bay

82 **Approve a special event permit, temporary signs permit, and waiver of permit fees for**
83 **the Galveston Bay Foundation Bike Around the Bay Cycling Event on Sunday, October 16,**
84 **2016, from 10:00am until 1:00pm from the Seabrook/Kemah Bridge, North along Todville**
85 **Road, to a breakpoint at Bay Brook Park. A request for a waiver of the fees has been**
86 **submitted, and the insurance certificate will be provided. (Hicks)**

87
88
89

90 3.5. Excused Absence
91 **Approve an excused absence for Gary Johnson and Melissa Botkin-Everett for**
92 **the September 20, 2016 regular City Council meeting. (Hicks)**
93

94 3.6. Minutes August 30, 2016
95 **Approve minutes of the August 30, 2016 special City Council and Economic Development**
96 **Corporation joint meeting. (Hicks)**
97

98 3.7. Minutes September 6, 2016
99 **Approve minutes of the September 6, 2016 regular City Council meeting. (Hicks)**
100

101 A motion was made by Councilmember Johnson and seconded by Councilmember Llorente
102
103 To approve the Consent Agenda as presented
104

105 MOTION CARRIED BY UNANIMOUS CONSENT
106

107 **4. NEW BUSINESS**

108 *Council will discuss, consider and if appropriate, take action on the items listed below.*
109

110 4.1. Ordinance 2016-29 Certificates of Obligation
111 **Consideration and approval of Ordinance 2016-29, "Authorizing and Ordering the**
112 **Issuance of the City of Seabrook, Texas Certificates of Obligation, Series 2016A". (Gibbs /**
113 **Robuck)**
114

115 **AN ORDINANCE AUTHORIZING AND ORDERING THE ISSUANCE OF THE CITY**
116 **OF SEABROOK, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2016A;**
117 **APPROVING THE SALE THEREOF; AND CONTAINING MATTERS INCIDENT**
118 **THERE TO.**
119

120 John Robuck, Bond Counsel, stated that today was an interesting day in the market.
121 There was a great range and great result today. The total proceeds are \$6,950,000. The debt rate
122 is 2.75%. The recommendation is that City Council approve the ordinance.
123

124 A motion was made by Councilmember Llorente and seconded by Councilmember Johnson
125
126 To approve Ordinance 2016-29, "Authorizing and Ordering the Issuance of the City of Seabrook,
127 Texas Certificates of Obligation, Series 2016A".
128

129 MOTION CARRIED BY UNANIMOUS CONSENT
130
131
132
133
134

135 4.2. Agreement Extension - Pacific Ridge
136 **Consider and take all appropriate action to authorize the City Manager to execute the**
137 **Extension Option Rider(s) pursuant to the Demolition Agreement and Net Lease with**
138 **Pacific Ridge Development, LLC for 3.419 acres in the Ritson Morris Survey, Abstract**
139 **52, for (4) 3-month extensions for City use, with an extension to November 30, 2017.**
140 **(Cook)**

141
142 Gayle Cook, City Manager, stated that for the property around Lakeside, part of the
143 documents was the demolition agreement. The current water tank will be moved in place for a
144 new development. The Demolition Agreement gave the City 27 months to complete. It's a 300
145 day contract, and the four (4) extensions of three (3) months each will allow the City to complete
146 the contract. The Developer is ok with Council approving all of the extensions at the same time,
147 and he is open to additional extensions, if needed.

148
149 A motion was made by Councilmember Miller and seconded by Councilmember Llorente
150
151 To authorize the City Manager to execute the Extension Option Rider(s) pursuant
152 to the Demolition Agreement and Net Lease with Pacific Ridge Development, LLC for 3.419
153 acres in the Ritson Morris Survey, Abstract 52, for (4) 3-month extensions for City use, with an
154 extension to November 30, 2017.

155
156 MOTION CARRIED BY UNANIMOUS CONSENT
157

158 4.3. Contract with Long & Son, Inc.
159 **Consider and take all appropriate action on a contract between the City of Seabrook and**
160 **Long & Son, Inc. as lowest bidder on Project 2016-11 for relocation of the Water Plant, in**
161 **an amount not to exceed \$1,922,308.00. (Cook)**

162
163 Ms. Cook stated that Council previously awarded the contract to Long & Son, Inc. with
164 the bid award for the water tank relocation project. The bid was well below budget. The
165 complete document with insurance and bond has been reviewed and approved by staff.

166
167 A motion was made by Councilmember Llorente and seconded by Councilmember Adovasio
168
169 To approve a contract between the City of Seabrook and Long & Son, Inc. as lowest bidder on
170 Project 2016-11 for relocation of the Water Plant, in an amount not to exceed \$1,922,308.00.

171
172 MOTION CARRIED BY UNANIMOUS CONSENT
173

174
175
176 **THIS SPACE INTENTIONALLY LEFT BLANK**

177
178
179

180 4.4. Contract with SWA Group
181 **Consider and take all appropriate action on a Professional Services Contract between the**
182 **City of Seabrook and SWA Group, for the City of Seabrook's Master Landscaping and**
183 **City Branding Plan, in an amount not to exceed \$88,600.00 from Hotel Occupancy**
184 **Tax, authorizing the City Manager to execute same, finding compliance with the**
185 **requirements for funding, including promotion of tourism by advertising/signage and**
186 **related promotional programs. (Landis)**
187

188 Ms. Cook explained that this is the contract that was discussed in the recent joint meeting
189 with EDC, and the consultant, Mr. Vick is in the audience, to answer any questions. SWA
190 Group submitted a proposal through the RFP Process. The Professional Services Contract is a
191 summary of the project and scope of services, as Mr. Vick laid out in the joint meeting. In order
192 to get a jump on coordinating the design elements with TXDOT and capture those elements, this
193 contract will need to be approved by Council.
194

195 The project cost will be paid entirely out of Hotel Occupancy Tax (HOT) funds, as staff
196 feels that every element of the project scope touches on advertising and promotions.
197

198 Mayor Royal explained that the TXDOT planning designer for the Houston region
199 discussed Seabrook's Master Landscaping and City Branding Plan with the City Manager and
200 the Mayor and the planning designer said that now is the time to start this project. TXDOT is
201 ready for Seabrook to proceed. SWA Group will work directly with TXDOT and will have
202 meetings with TXDOT when the City is comfortable with the design.
203

204 A motion was made by Councilmember Adovasio and seconded by Councilmember Giangrosso
205

206 To approve a Professional Services Contract between the City of Seabrook and SWA Group, for
207 the City of Seabrook's Master Landscaping and City Branding Plan, in an amount not to exceed
208 \$88,600.00 from Hotel Occupancy Tax, authorizing the City Manager to execute same, finding
209 compliance with the requirements for funding, including promotion of tourism by
210 advertising/signage and related promotional programs.
211

212 MOTION CARRIED BY UNANIMOUS CONSENT
213

214 4.5. Delinquent Utility Account Write Offs
215 **Consider and take all appropriate action on the list of accounts for "write off", in the**
216 **amount of \$7,842.05, to be effective 9/30/16. (Gibbs)**
217

218 A motion was made by Councilmember Llorente and seconded by Councilmember Miller
219

220 To approve the list of accounts for "write off", in the amount of \$7,842.05, to be effective
221 9/30/16.
222

223 MOTION CARRIED BY UNANIMOUS CONSENT
224

225 4.6. Carothers Coastal Garden Workshops
226 **Consider and take all appropriate action on a new workshop program for the utilization of**
227 **the Carothers Coastal Gardens facility. (Cook)**
228

229 Ms. Cook advised that Council had given staff direction during the strategic planning
230 process to bring new ideas for the use of Carothers. The City is still pursuing weddings and
231 business meetings. This new workshop program is a pilot program at the facility. The program
232 is as a result of the new Event Coordinator's work and he's done a tremendous job of offering
233 something that the public will find interesting. A lot of community may not even know that
234 Carothers is out there, so this program is two-fold, classes and advertizing. Staff is working on
235 trying to get business meetings during the week.
236

237 Promotion will be through Facebook, email blasts, social media blasts, flyers, and
238 postings on the calendars. Instructors are donating their time and the City's revenue is from the
239 people that sign up for the classes. Revenue will cover the cost of materials for the classes.
240

241 A motion was made by Councilmember Adovasio and seconded by Councilmember Giangrosso
242

243 To approve a new workshop program for the utilization of the Carothers Coastal Gardens
244 facility.
245

246 MOTION CARRIED BY UNANIMOUS CONSENT
247

248 **5. DISCUSSION ITEMS**
249

250 5.1. Seabrook Cemetery
251 **Consider and take all appropriate action on the City's assumption of the ownership and**
252 **maintenance of the Seabrook Cemetery. (Cook)**
253

254 Ms. Cook stated that she has been in discussion with the Board of Directors of the
255 organization that currently takes care of the cemetery. The Board reports that there is a lack of
256 volunteers for performing maintenance. The City has been asked to take over this property. Ms.
257 Cooks advised that, with all other projects currently in motion, staff is not capable of committing
258 to taking over the ownership and maintenance of the cemetery right now. The City is willing to
259 look at assuming the cemetery responsibilities at a later date. It is more of a manpower issue
260 than a financial issue.
261
262
263
264

265 **THIS SPACE INTENTIONALLY LEFT BLANK**
266
267
268

269 There are four (4) officers, over the age of 80, now serving on the Board of the
270 association. The Association has received its 501(c)3 status and has raised \$192,000, mostly
271 from interest on a CD. It's been a struggle to find new people to take over the maintenance
272 responsibilities. The Association has been paying fees of about \$350 per mowing but has cut
273 back on mowing considerably due to the weather. Normally, there are about eight (8) mowings
274 per year. This is a 204 year old cemetery. Most of the advent members are deceased. There are
275 families that own 8 and 10 gravesites. In 1973, the Association was selling gravesite lots for
276 \$25. That price has been raised to \$100. People own 8 burial spots, but will not bury 8 people in
277 those lots. Volunteers are hard to come by; therefore, the Association is asking the City to help.
278

279 Mayor Royal and Councilmember Giangrosso expressed an interest in personally helping
280 the Association.
281

282 Ms. Cook stated that discussion with the City Attorney and more research needs to be
283 conducted. Staff needs to conduct due diligence to see if it's a viable option for the City to
284 assume ownership and maintenance. We would like to at least get established in the new Public
285 Works building first. We can bring it back at the Strategic Planning session next year and bring
286 it into budget discussions.
287

288 Motion was made by Council member Johnson and seconded by Councilmember Miller
289

290 To direct staff to, over the next twelve (12) month, research the legality and consequences of the
291 City of Seabrook entertaining the transfer of the ownership of the cemetery.
292

293 MOTION CARRIED BY A 4-2 VOTE, with Mayor Royal and Councilmember Adovasio
294 opposed.
295

296 **6. ROUTINE BUSINESS**

297 *Council will discuss, consider and if appropriate, take action on the items listed below.*
298

299 6.1. Approve the Action Items Checklist which is attached and made a part of this Agenda.
300

301 TXDOT/Highway 146 Expansion – Ms. Cook explained that TXDOT is starting eminent
302 domain hearings. 90 day letters on the West side have been sent and are now in play. TXDOT
303 plans to give the City a color coded construction phase to review. They will start on east side
304 and construct frontage road all the way down, and there will always be 4 lanes open. This is a 3
305 ½ year process. Hurricane lanes will be remain open, and TXDOT has a plan for hurricane
306 evacuation.
307

308 Project updates – Ms. Cook stated that everything is progressing smoothly with the
309 Public Works Complex and the Administration Building is being poured. Once the concrete is in
310 place, the steel will start coming up pretty quickly.
311
312

313 Park benches and pelican purchases – The Assistant Public Works Director put together a
314 spread sheet and Council has indicated highest priority for locations. Staff is designing plaques
315 that will go on the Council benches. The pads will have to be poured, and it will be a several
316 weeks before they are in place. An artist and theme for Council’s pelican needs to be selected by
317 Council.

318
319 Motion was made by Councilmember Johnson and seconded by Councilmember Giangrosso
320
321 To approve the Action Items Checklist.

322
323 MOTION CARRIED BY UNANIMOUS CONSENT

324
325 6.2. Establish future meeting dates and agenda items

326
327 Council is on track with 1st and 3rd Tuesdays.

328
329 Upon motion duly made and seconded, Mayor Royal adjourned the meeting at 8:02 p.m.

330
331 Approved this 15th day of November 2016.

332
333
334
335
336
337
338
339
340
341

Glenn Royal
Mayor

Robin Hicks, TRMC
City Secretary

1 The City Council of the City of Seabrook met in regular session on Tuesday, October 18, 2016 at
2 7:00 p.m. in Seabrook City Hall, 1700 First Street, Seabrook, Texas to discuss, consider and if
3 appropriate, take action on the items listed below.
4

5 THOSE PRESENT WERE:

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

18
19 Mayor Royal called the meeting to order at 7:00 p.m. and led the audience in the United States
20 and Texas Pledge of Allegiance.
21

22 1. PRESENTATIONS

23 1.1. Open Space and Trails Committee

24 **Presentation of the Quarterly Report by the Open Space and Trails Committee. (Burton)**

25
26
27 Helen Burton, Chair of the Open Space and Trails Committee, gave a report on the
28 following items/activities of the committee:
29

- 30 Pine Gully Revegetation
- 31 Fundraiser for park benches
- 32 Marsh mania sign
- 33 The Seabrook Prairie
- 34 Parks volunteers
- 35 Arbor Day tree planting
- 36 Solar lighting for parks trails
- 37 Park signs
- 38 Grant opportunities
- 39 Additional uses/activities at Carothers Coastal Gardens

40
41 Ms. Burton thanks City staff and Council for their strong support and stated that the
42 Committee hopes to have continued support.
43
44
45

46 1.2. Presentation Chesapeake Bay Senior Living PUD
47 **Presentation and bi-annual status report on the Chesapeake Bay Senior Living Community**
48 **Planned Unit Development (PUD), as provided by Section 4.10.10, "Development**
49 **Schedule," Appendix A, Seabrook Code of Ordinances. (Landis / Friedrichs)**
50

51 Mr. Bill Friedrichs, WMF investments, 474 Kirby Drive, gave an update on the
52 Chesapeake Bay Senior Living Community Planned Unit Development (PUD). The property
53 was purchased in July and August 2014; the PUD was approved by Council in April 2015.
54 We've been working on curb cuts and storm, water, and sewer. City approved permit fees
55 waved in July 2016. I have personally put in a little over \$3million. There are approximately
56 50 people on the waiting list. Phase I can be completed if the PUD amendments do not get
57 approved by Council.
58

59 Mayor Royal stated that this project was fast tracked at the developer's request. People
60 are asking why construction hasn't started, let alone been completed. There is a concern that the
61 financing is not available. The Council went through a lot of grief because they supported this
62 project. The land was cleared immediately after approval by Council; therefore, there was a
63 reasonable expectation that this project would be constructed. The Mayor, former Mayors, and
64 citizens are upset that the project is delayed.
65

66 Mr. Friedrichs stated that no one had any idea that oil prices were going to drop, and the
67 banks tabled the financing. It is the intention, no matter what happens, to build Phase I.
68

69 **2. PUBLIC COMMENTS AND ANNOUNCEMENTS**

70 *At this time we would like to listen to any member of the audience on any subject matter,*
71 *whether or not that item is on the agenda. All comments are limited to a maximum of four*
72 *minutes for each speaker, shall be limited to city business or city-related business or matters of*
73 *general public interest, and shall not include any personal attacks. In accordance with the*
74 *Open Meetings Act, members may not discuss or take action on any item that has not been*
75 *posted on the agenda. When your name is called, please come to the podium and state your*
76 *name and address clearly into the microphone before making your comments. Thank you.*
77

78 2.1. Mayor, City Council and/or members of the city staff may make announcements about
79 city/community events. (Council)
80

81 Councilmember Adovasio announced several events, including: Business Morning Brew;
82 Pumpkin, Paint and Pets; Celebration Seabrook; Movie night in Meador Park; and Witches of
83 Seabrook – benefitting the Animal Shelter.
84
85
86

87 **THIS SPACE INTENTIONALLY LEFT BLANK**
88
89
90

91 **3. SPECIFIC PUBLIC HEARINGS**

92
93 3.1. Public Hearing Chesapeake Bay Senior Living Community PUD
94 **Hold a public hearing on a request for approval of Planned Unit Development/Plan**
95 **including amendments to the Chesapeake Bay Senior Living Community Planned Unit**
96 **Development previously approved by Ordinance 2015-11, located immediately East of**
97 **Repsdorff Road and South of Brummerhop Park by creating a Phase II, III, and IV,**
98 **limiting all commercial uses to be located within Phase III to those permissible within C-1**
99 **(Light-Commercial District) with the exception that Restaurants shall be a Use by Right**
100 **and not require a Conditional Use Permit. (Landis)**

101
102 Mayor Royal recused himself from voting and discussion.

103
104 Mayor Pro Tem Miller opened the public hearing.

105
106 Sean Landis, Director of Community Development and Deputy City Manager, stated that
107 259 units were approved in April 2015 for Phase I, which included a central three (3) story unit
108 and remaining units of one (1) story flats with garages. The proposed amendment is for the
109 addition of Phases II, III, and IV. Phase II is eight (8) single story buildings of 48 living units;
110 Phase III is a mini storage facility with an office and an additional 5000 sq. feet of retail. The
111 Planning & Zoning Commission recommended that C-1 zoning remain (the amendment request
112 is for a change to C-2) and recommended that restaurants be allowed in the C-1 zoning district
113 without the requirement of a Conditional Use Permit. Phase IV is an additional 90 units (same
114 structure and design as Phases I and II) of one (1) story flats with self contained garages. Phases
115 II, III, and IV would have the same architectural standards and requirements as Phase I: hardy
116 plank, stone, same elements, with no corrugated steel. The additional phases will be 55 and
117 older age restricted. The addition of the new phases is the only amendment to the original PUD
118 document. No changes to setback requirements, fencing requirements, etc. The schedule is
119 important and is required within the PUD document.

120
121 The Planning & Zoning Commission recommended approval by a 4-2 vote, with DeHart
122 and Sharpe dissenting for lack of performance on Phase I. Both Commissioners had no problem
123 with approving additional phases, but wanted to see productivity on Phase I first.

124
125 Linda Rohls, 2800 Patye Street, stated that she purchased her home in 2008 in an R-1
126 zoning district and she doesn't like the idea of multiple units. Previously adjacent property
127 owners signed a petition to keep the zoning as R-1; therefore, the citizens have already voiced
128 their opinion on this matter.

129
130
131
132
133
134
135

136 Stan Winter, with Jones, Carter, representing Mr. Friedrichs, explained that there would
137 be an additional 397 units total if Phases II, III, and IV were approved, with 140,600 sq ft of
138 retail/mini-storage. There would be an addition of a pool /amenity area in Phase IV, and the
139 changes will create more parking and increase the ratio of parking per unit to 1.66 parking spaces
140 per unit. More than 60% of those parking spaces will be garage or carport parking, which is very
141 attractive for this type of development. There will also be an increase in the amount of open
142 space to 8.7 acres (31% of the entire site). Retail and storage will be a really good use and will
143 complement the age restrictions. Having access to storage facility will be attractive to those
144 downsizing from family home to smaller units. The biggest impact of retail will be on those
145 living on the site. There will be additional perimeter fencing with the additional phases.

146
147 Bill Friedrichs, 474 Kirby Drive, stated that the tracts back here have been back there
148 with no drainage, and will continue with no drainage without massive City work to Elam street.
149 During the wait to start construction on Phase I, we've continued tying all the drainage through
150 the first phase and the County has already approved the outfall. No detention is required on 28
151 acres. The density will be limited. This would be a great, resort style, senior facility – a high
152 end community.

153
154 Sheryl Radley, 2661 Sawyer, explained that this development would occupy the property
155 directly behind hers and she has the following concerns: 1) the preservation of trees on the
156 property; 2) drainage; and 3) lighting.

157
158 Ryan Patrick, 2637 Sawyer, stated his concern about the houses on Sawyer, which backs
159 up to the property.

160
161 Having no additional speakers come forward, Mayor Pro Tem Miller closed the public
162 hearing.

163
164 **4. CONSENT AGENDA**

165 **Council will discuss, consider, and if appropriate, take action on the items listed below.**

166
167 4.1. Pipeline Permit
168 **Approve a request for a permit to relocate/lower a 6" pipeline which is located near the**
169 **Poly One property, 5780 State Hwy. 146. (Landis)**

170
171 4.2. Agreement for Regional Watershed Protection Education Program
172 **Approve an Interlocal Agreement between the City of Seabrook and Harris County to**
173 **provide the City with administration and implementation of a regional watershed**
174 **protection education program to meet state and federal requirements (MS4 permit), in an**
175 **amount not to exceed \$6,334.56, effective September 1, 2016 through August 31, 2017.**
176 **(Chairez)**

177
178 4.3. Ethics Review Commission Reappointments
179 **Approve the reappointment of Gene Scott and David Wilkerson as regular members to the**
180 **Ethics Review Commission for a term ending October 31, 2018. (Hicks)**

181 4.4. CLEMC Monthly Report
182 **Approve the Clear Lake Emergency Medical Corps (CLEMC) monthly report**
183 **for September 2016. (Hunter)**
184

185 4.5. Fire Department Monthly Report
186 **Approve the Seabrook Volunteer Fire Department (SVFD) monthly report for September**
187 **2016. (Gutaker)**

188 4.6. Items pulled from the Consent Agenda by the City Manager
189

190 4.7. Building Department Monthly Report
191 **Approve the Seabrook Building Department monthly report for September 2016. (Landis)**
192

193 4.8. Excused Absence
194 **Approve an excused absence for Melissa Botkin for the October 4, 2016 regular City**
195 **Council meeting. (Hicks)**
196

197 Motion was made by Councilmember Llorente and seconded by Councilmember Botkin
198

199 To approve the Consent Agenda, with the exception of item 4.6.
200

201 MOTION CARRIED BY UNANIMOUS CONSENT
202

203 4.6 Police Department Monthly Report – Pulled by City Manager
204 **Approve the Seabrook Police Department monthly report for September 2016. (Wright)**
205

206 Chief Wright stated that items on the report are highlighted a little bit differently, and
207 there is a 1000 % variance on one of the items in the September report. One year ago there was
208 one (1) weapons charge on the report. This year there are eleven (11) weapons charges. Two of
209 those eleven were as a result of citizens calling and giving information about their neighbors.
210 Because of community policing in Seabrook, the officers were able to recover two weapons off
211 the street. Two charges of the eleven were a result of a disturbance. One charge of the eleven
212 was for a weapon carried by an individual under the age of 20. The remaining were traffic stops.
213 Seabrook is no different than any other major city. We are striving to be a safe and secure city;
214 therefore, the police are getting out there and doing their job.
215

216 The Mayor stated that he has been receiving emails from citizens who want to thank the
217 officers for what they are doing for citizens on the streets. Anything the Police Department
218 needs, the Council has your back.
219

220 Motion was made by Councilmember Botkin and seconded by Councilmember Adovasio
221

222 To approve the Seabrook Police Department Monthly Report for September 2016.
223

224 MOTION CARRIED BY UNANIMOUS CONSENT
225

226 **5. NEW BUSINESS**

227 *Council will discuss, consider and if appropriate, take action on the items listed below.*

228

229 5.1. Ordinance 2016-26 Chesapeake Bay Senior Living Community PUD

230 **Consider and take all appropriate action on first reading of proposed Ordinance 2016-26,**
231 **"Chesapeake Bay PUD Amendment". (Landis)**

232

233 **AN ORDINANCE AMENDING ORDINANCE 2015-11 APPROVING "CHESAPEAKE**
234 **BAY PLANNED UNIT DEVELOPMENT ("PUD")" LOCATED IMMEDIATELY EAST**
235 **OF REPSDORPH ROAD AND SOUTH OF BRUMMERHOP PARK, AS MORE**
236 **PARTICULARLY DESCRIBED HEREIN, BY REVISING THE PLANNED UNIT**
237 **DEVELOPMENT ("PUD") PLAN, REGULATIONS, RESTRICTIONS AND**
238 **CONDITIONS ("PLAN") BY CREATING NEW PHASES II, III, AND IV, LIMITING**
239 **ALL COMMERCIAL USES TO BE LOCATED WITHIN PHASE III TO THOSE**
240 **PERMITTED WITHIN C-1 (LIGHT-COMMERCIAL DISTRICT), WITH THE**
241 **EXCEPTION THAT RESTAURANTS SHALL BE A USE PERMITTED BY RIGHT;**
242 **REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR**
243 **IN CONFLICT HEREWITH; PROVIDING FOR A PENALTY IN AN AMOUNT NOT**
244 **TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF**
245 **BY INCLUSION INTO THE CODE; AND PROVIDING FOR SEVERABILITY.**

246

247 Mayor Royal recused himself from discussion and voting. Mayor Pro Tem Miller read
248 the caption of the ordinance and announced the item.

249

250 Motion was made by Councilmember Gary Johnson to approve on first reading of proposed
251 Ordinance 2016-26, "Chesapeake Bay PUD Amendment".

252

253 MOTION DIED FOR LACK OF A SECOND.

254

255 5.2. Ordinance 2016-27 Flood Damage Prevention

256 **Consider and take all appropriate action on first reading of proposed Ordinance 2016-27,**
257 **"Flood Damage Prevention". (Landis)**

258

259 **AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF**
260 **SEABROOK, TEXAS BY DELETING THE CURRENT CHAPTER 38, "FLOOD",**
261 **ARTICLE II, "FLOOD DAMAGE PREVENTION" AND REPLACING IT WITH A**
262 **NEW ARTICLE II, UNDER THE SAME TITLE, "FLOOD DAMAGE PREVENTION"**
263 **WHICH CONTAINS SECTIONS FOR STAUTORY AUTHORIZATION, FINDINGS OF**
264 **FACT, PURPOSE AND METHODS; DEFINITIONS; GENERAL PROVISIONS**
265 **INCLUDING ADOPTING THE FLOOD INSURANCE RATE MAP (FIRM) AND**
266 **FLOOD INSURANCE RATE STUDY (FIS), DATED JANUARY 6, 2017;**
267 **ADMINISTRATION, PERMITTING AND VARIANCE PROCEDURES; AND**
268 **PROVISIONS FOR FLOOD DAMAGE REDUCTION. THE CONTENTS OF THE NEW**
269 **REPLACEMENT ARTICLE ARE SIMILAR TO THE CURRENT ARTICLE BUT ARE**
270 **SOMETIMES WRITTEN IN A DIFFERENT MANNER.**

271 **THIS ORDINANCE PROVIDES FOR A PENALTY IN AN AMOUNT OF \$500.00, OR**
272 **THE MAXIMUM PROVIDED BY LAW, FOR VIOLATION OF ANY PROVISIONS**
273 **HEREOF BY INCLUSION INTO THE CODE; REPEALS ALL ORDINANCES OR**
274 **PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH,**
275 **SPECIFICALLY INCLUDING ORDINANCES NOS. 87-07, 91-17, 93-30, 96-19, 97-08, 08-**
276 **10, 08-22, 08-28 AND 08-29; AND PROVIDES FOR SEVERABILITY AND NOTICE.**
277

278 Sean Landis, Deputy City Manager, stated that FEMA consistently reviews and updates
279 flood insurance rate maps. The City recently received its letter mandating that the City adopt
280 these new maps.
281

282 A couple of modifications, but no significant changes are needed to the current
283 ordinance: modify the freeboard from 12 inches to 18 inches for construction, which will give
284 the City credit for being two (2) feet above the base flood level; and show changes in base flood
285 elevations in the community. On the new maps, some areas of town have changed significantly,
286 but those areas are already elevated quite a bit. Modifying the freeboard requirement at
287 construction does not mean you have to bring in more dirt, but means the whole elevation of the
288 structure has to be raised to a certain level, based on the mean sea level elevation. Resale values
289 will be better if properties are in compliance and do not have to be grandfathered. After IKE
290 many owners had to rebuild and the current code places them at a level that is already above the
291 new map requirements. Adoption of this Ordinance would ensure that all properties/structures
292 are above the required level. Flood insurance rates are set and every 6 inches you go above base
293 flood level, your rates go down dramatically.
294

295 If Council chooses not to move forward with this recommendation, the ordinance can
296 easily be modified between 1st and 2nd readings.
297

298 Mayor Royal stated that he has spoken with the second in command at FEMA and FEMA
299 is only reimbursing 50% in those communities where building codes are not enforced. Mr.
300 Landis explained that the City gets audited by FEMA every five (5) years where they drive
301 around the community and point out any structure that is not in compliance. FEMA can suspend
302 the community's ability to get flood insurance, for the entire community, if there are structures
303 out of compliance.
304

305 Motion was made by Councilmember Llorente and seconded by Councilmember Botkin
306

307 To approve first reading of proposed Ordinance 2016-27, "Flood Damage Prevention".
308

309 MOTION CARRIED BY UNANIMOUS CONSENT
310
311
312
313
314
315

316 5.3. Ordinance 2016-30 Travel Policy

317 **Consider and take all appropriate action on first reading of proposed Ordinance 2016-30,**
318 **"Revision to Personnel Policy Travel Regulations and Expense Reimbursement". (Gibbs)**
319

320 **AN ORDINANCE OF THE CITY OF SEABROOK, TEXAS, AMENIDNG THE CITY OF**
321 **SEABROOK "PERSONNEL POLICIES", CHAPTER 4 "ORIENTATION AND**
322 **TRAINING", SECTION 7 "TRAVEL REGULATIONS AND EXPENSE**
323 **REIMBURSEMENT"; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED**
324 **TO THE SUBJECT.**

325
326 Michael Gibbs, Assistant Director of Finance, stated that he and Pam Lab, Director of
327 Finance, recently sat through a webinar that covered the IRS focus on governmental entities and
328 discovered that the City's personnel policy on travel did not comply with the IRS regulations for
329 reimbursements to employees.

330
331 Motion was made by Councilmember Llorente and seconded by Councilmember Miller
332

333 To approve on first reading of proposed Ordinance 2016-30, "Revision to Personnel Policy
334 Travel Regulations and Expense Reimbursement".
335

336 MOTION CARRIED BY UNANIMOUS CONSENT
337

338 5.4. Ordinance 2016-31 No Parking

339 **Consider and take all appropriate action on first reading of proposed Ordinance 2016-31.**
340 **(Cook)**
341

342 **AN ORDINANCE AMENDING CHAPTER 90 OF THE CODE OF ORDINANCES OF**
343 **THE CITY OF SEABROOK, TEXAS ENTITLED "TRAFFIC AND VEHICLES,"**
344 **ARTICLE III, "STOPPING, STANDING, AND PARKING," DIVISION 1,**
345 **"GENERALLY," TO UPDATE AND PROVIDE FOR ADDITIONAL TRAFFIC**
346 **REGULATIONS UNDER SECTION 90-80, "SCHEDULE I - NO PARKING ZONES"**
347 **PERTAINING TO LAKESIDE DRIVE; PROVIDING FOR A PENALTY IN AN**
348 **AMOUNT OF NOT MORE THAN TWO HUNDRED DOLLARS (\$200.00) FOR**
349 **VIOLATION OF ANY PROVISIONS HEREOF BY INCLUSION INTO THE CODE;**
350 **REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR**
351 **IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING**
352 **FOR NOTICE**
353

354 Gayle Cook, City Manager, stated that a number of citizens came to Council and had
355 concerns about parking on Lakeside. At the end of the discussion with Council, staff was tasked
356 with meeting with individuals to devise a solution. Residents soon discovered family members
357 would also not be able to park on the street. Outreach to the apartment complex had no result,
358 and parking on the street by non-residents increased. Lakeside property owners asked staff to
359 move forward with restrictive parking. This ordinance extends parking on the East side, which is
360 currently 6a-6p. There will be no parking from the single family homes to Nasa Parkway.

361 Motion was made by Councilmember Botkin and seconded by Councilmember Llorente

362

363 To approve on first reading of proposed Ordinance 2016-31.

364

365 MOTION CARRIED BY UNANIMOUS CONSENT

366

367 5.5. Resolution 2016-20 Official City Newspaper

368 **Consider and take all appropriate action on proposed Resolution 2016-20, "Designation**
369 **of Official Newspaper". (Hicks)**

370

371 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS**
372 **DESIGNATING THE CITY'S OFFICIAL NEWSPAPER, PURSUANT TO SECTION**
373 **11.12 OF THE CHARTER OF THE CITY OF SEABROOK, FOR PUBLICATION OF**
374 **ALL ORDINANCES, NOTICES, AND OTHER MATTER**

375

376 Robin Hicks, City Secretary, explained that the Bay Area Observer has been covering
377 Seabrook news, activities, and events for many years. The editor, Rebecca Collins, worked for
378 two (2) years to obtain the permit needed for being a publisher of legal notices. The Observer
379 has a readership in Seabrook and publication rates are \$9.50 per column inch with no charge for
380 borders or bolding. The Bay Area Citizen has been the City's official newspaper since 1982,
381 with publication rates of \$20.00 per column inch with a charge of \$5.00 for borders or bolding.

382

383 Motion was made by Councilmember Llorente and seconded by Councilmember Botkin

384

385 To approve proposed Resolution 2016-20, "Designation of Official Newspaper", and to contract
386 with the Bay Area Observer for a period of 24 months.

387

388 MOTION CARRIED BY UNANIMOUS CONSENT

389

390 5.6. Resolution 2016-21 Utility Easement

391 **Consider and take all appropriate action on Resolution 2016-21, "Acceptance of a 10'**
392 **Utility Easement from Joshua D. Piver and Samuel D. Piver out of Lot 7 and North 1/2 of**
393 **Lot 8, Block 19, Morristown for Todville Sewer Line Repair." (Chairez)**

394

395 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS,**
396 **DETERMINING THAT EASEMENTS ARE NECESSARY FOR THE "TODVILL ROAD**
397 **SEWER LINE REPAIR" PUBLIC IMPROVEMENTS PROJECT; APPROVING THE**
398 **ACCEPTANCE OF SAID 10' UTILITY EASEMENT FROM JOSHUA D. PIVER AND**
399 **SAMUAL D. PIVER, PROPERTY OWNERS OF A 0.0172 ACRE TRACT OF LAND**
400 **SITUATED IN THE RITSON MORRIS SURVEY, ABSTRACT 52, HARRIS COUNTY,**
401 **TEXAS, OUT OF LOT 7 AND THE NORTH 1/2 OF LOT 8, BLOCK 19,**
402 **MORRISTOWN, OF THE MAP OF SEABROOK, AS MORE PARTICULARLY**
403 **DESCRIBED HEREIN**

404

405 Kevin Padgett, Assistant Director of Public Works, explained that staff recommends
406 Council accept the 10 foot utility easement, which is along Todville Road, for repairing a
407 collapsed sewer line on the back of the easement. The easement has been donated to the City.
408

409 Motion was made by Councilmember Miller and seconded by Councilmember Botkin
410

411 To approve Resolution 2016-21, "Acceptance of a 10' Utility Easement from Joshua D. Piver and
412 Samuel D. Piver out of Lot 7 and North 1/2 of Lot 8, Block 19, Morristown for Todville Sewer
413 Line Repair."
414

415 MOTION CARRIED BY UNANIMOUS CONSENT
416

417 5.7. Resolution 2016-22 Utility Easement

418 **Consider and take all appropriate action on Resolution 2016-22, "Acceptance of a 10'**
419 **Utility Easement from Joseph A. Shuey Out of Lots 8 & 9, Block 19, Morristown for**
420 **Todville Sewer Line Repair." (Chairez)**
421

422 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS,**
423 **DETERMINING THAT EASEMENTS ARE NECESSARY FOR THE "TODVILLE**
424 **ROAD SEWER LINE REPAIR" PUBLIC IMPROVEMENTS PROJECT; APPROVING**
425 **THE ACCEPTANCE OF SAID 10' UTILITY EASEMENT FROM JOSEPH A. SHUEY,**
426 **PROPERTY OWNER OF A 0.0172 ACRE TRACT OF LAND SITUATED IN THE**
427 **RITSON MORRIS SURVEY, ABSTRACT 52, HARRIS COUNTY, TEXAS, OUT OF**
428 **LOTS 8 & 9, BLOCK 19, MORRISTOWN, OF THE MAP OF SEABROOK, AS MORE**
429 **PARTICULARLY DESCRIBED HEREIN**
430

431 Motion was made by Councilmember Llorente and seconded by Councilmember Miller
432

433 To approve Resolution 2016-22, "Acceptance of a 10' Utility Easement from Joseph A. Shuey
434 Out of Lots 8 & 9, Block 19, Morristown for Todville Sewer Line Repair
435

436 MOTION CARRIED BY UNANIMOUS CONSENT
437

438 **6. ROUTINE BUSINESS**

439 *Council will discuss, consider and if appropriate, take action on the items listed below.*
440

441 6.1. Reports

442 Reports and announcements concerning items of community interest. No discussion or action
443 will be taken by Council.
444

445 Council Liaisons:
446
447
448

449 a. Bay Area Houston Convention & Visitors Bureau – The CVB is working diligently to put
450 together a marketing plan that benefit the three (3) cities still on board. The percentage payment
451 from each city will not change. The Board is working on how to move forward with budgeting
452 and current staff.

453

454 b. Bay Area Houston Economic Partnership – no report

455

456 c. Bay Area Transportation Partnership – The agency just hired a new director, Teresa
457 Rodriguez.

458

459 d. Clear Lake Emergency Medical Corps – CLEMC has a new board; therefore, there are
460 some growing pains and financial issues at this time. The board should have a financial report in
461 the next 30 days.

462

463 e. Economic Alliance, Port Region – The Mayor will find out preliminary information in
464 early November on the Harris County freight mobility study. The State Legislature is trying to
465 take up action the heavy haul issue, but there is no sure deal that heavy haul will pass during this
466 session. Public Safety is the big deal and we will know more whenever the legislature finishes
467 its session.

468

469 f. Galveston Bay Foundation - no report

470 g. Hotel Tax Liaison Committee – no report

471 h. Houston-Galveston Area Council - no report

472

473 6.2. Approve the Action Items Checklist which is attached and made a part of this Agenda.

474

475 TXDOT – Gayle Cook, City Manager, has requested another update from
476 TXDOT as there has been no new information in about two weeks. Staff will be bringing the
477 first piece of the Master Landscaping and City Branding Plan design process with SWA Group
478 to Council in the next few weeks.

479

480 Project updates – Concrete was poured for Building A of the Public Works
481 Complex and will be poured for Building B on Friday. The Public Works Administration
482 Building will be poured by the end of the month. The Delabrook Paving project is completed
483 and the trees have been relocated to Miramar Park by the pool.

484

485 Pelicans and Benches – Council came to a consensus on the blue shirt design with
486 the hard hat and the animal banner, to include Animal Control. All Council donated benches are
487 in place.

488

489 Motion was made by Councilmember Llorente and seconded by Councilmember Botkin

490

491 To approve the Action Items Checklist

492

493 MOTION CARRIED BY UNANIMOUS CONSENT

494 6.3. Establish future meeting dates and agenda items

495
496 Council is on track with the 1st and 3rd Tuesdays.

497
498
499 Upon motion duly made and seconded, Mayor Royal adjourned the meeting at 9:00p.m.

500
501 Approved this 15th day of November 2016.

502
503
504
505
506
507
508

Glenn Royal
Mayor

509
510 Robin Hicks, TRMC
511 City Secretary

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

4
5 **THOSE PRESENT WERE:**

- | | | |
|----|----------------------------|---------------------|
| 6 | GLENN R. ROYAL | MAYOR |
| 7 | ROBERT LLORENTE – Ex. Abs. | COUNCIL PLACE NO. 1 |
| 8 | MIKE GIANGROSSO | COUNCIL PLACE NO. 2 |
| 9 | GARY JOHNSON | COUNCIL PLACE NO. 3 |
| 10 | MELISSA BOTKIN | COUNCIL PLACE NO. 4 |
| 11 | GLENNA ADOVASIO | COUNCIL PLACE NO. 5 |
| 12 | O.J. MILLER | MAYOR PRO TEM & |
| 13 | | COUNCIL PLACE NO. 6 |
| 14 | GAYLE COOK | CITY MANAGER |
| 15 | SEAN LANDIS | DEPUTY CITY MANAGER |
| 16 | STEVE WEATHERED | CITY ATTORNEY |
| 17 | ROBIN HICKS | CITY SECRETARY |

18
19 Mayor Royal called the meeting to order at 7:00 p.m. and led the audience in the United States
20 and Texas Pledge of Allegiance.

21
22 **1. PRESENTATIONS**

23
24 1.1. Municipal Court Week
25 **Presentation of a proclamation declaring November 7-11, 2016 as "Municipal Court**
26 **Week". (Royal)**

27
28 Mayor Royal read the proclamation and presented it to the Municipal Court staff,
29 including Judge Carolyn Webbon, Judge Gregg, Jessica Ancira, Court Administrator, Amanda
30 Carlisle, Court Clerk, and Cristina Duran, Court Clerk.

31
32 Mayor Royal thanked the Judges and Municipal Court staff for their hard work and
33 dedication to the Court and to the City.

34
35 1.2. Distinguished Service Awards
36 **Recognize Assistant Court Administrator, Karen Lemay, and Court Specialist, Cristina**
37 **Duran, as recipients of the "Distinguished Service Award" from the Texas Court Clerks**
38 **Association. (Ancira)**

39
40 Mayor Royal recognized the awards to Karen and Cristina.

41
42
43
44

45 Jessica Ancira, Municipal Court Administrator, stated that Karen LeMay is a life-long
46 court clerk, with over 20 years experience, who joined Seabrook's Municipal Court team at a
47 crucial time in 2008 after Hurricane Ike. Karen has shared her extensive knowledge and
48 experience and has helped the Court grow into the Court it is today. Karen is dependable, hard-
49 working, committed, and takes pride in what she does.

50
51 Ms. Ancira also expressed that Cristina Duran, who has over 10 years as a municipal
52 court clerk, joined Seabrook's team in 2014, and it is evident that she is dedicated to the highest
53 level of job performance, professionalism and caring in all that she does.

54
55 1.3. Service Recognition

56 **Recognize Judge Carolyn Webbon for her hard work and dedication during her 20 years of**
57 **service as the Seabrook Municipal Court Judge. (Ancira)**

58
59 Jessica Ancira acknowledged the 20 years of service of Judge Webbon, who has directed
60 the court effectively and efficiently with kindness and conviction.

61
62 Judge Webbon stated that it is an absolute privilege to work with a group of committed
63 and dedicated group of employees, and no one could ask for a better court for this city or even a
64 better city.

65
66 Mayor Royal stated that when anyone asks him about citations or business of the court,
67 he has made it a practice to always tell them to go see his good friend, Judge Carolyn Webbon.

68
69 2. PUBLIC COMMENTS AND ANNOUNCEMENTS

70 *At this time we would like to listen to any member of the audience on any subject matter,*
71 *whether or not that item is on the agenda. All comments are limited to a maximum of four*
72 *minutes for each speaker, shall be limited to city business or city-related business or matters of*
73 *general public interest, and shall not include any personal attacks. In accordance with the*
74 *Open Meetings Act, members may not discuss or take action on any item that has not been*
75 *posted on the agenda. When your name is called, please come to the podium and state your*
76 *name and address clearly into the microphone before making your comments. Thank you.*

77
78 Keith Taylor, 1010 Lakeside, spoke about a parking issue on Lakeside drive. He stated
79 that there are problems with residents from the adjacent apartment complex parking on the street
80 and in front of residential driveways, on Lakeside, and not respecting the territory and area.
81 Trash is thrown in the yards of the Lakeside residential properties and people are loitering in the
82 street. Ordinance 2016-31 would allow parking on the street on Lakeside Drive until 6pm, and
83 then no parking from 6pm until 6am, 7 days per week. With space for only 2 cars at the
84 residence, when family members visit, there is no place for them to park overnight. A permitting
85 process is proposed, so police can see the permit on the cars parked on the street, or, at a
86 minimum, open up the parking for the weekends.

87
88

89 Jeanette Matthews, 1814 Lakeside, stated there are six (6) homes on Lakeside Drive. In
90 the last year owners of those homes have spent numerous times working with the apartment
91 complex, talking to the manager, and talking to the owners. The apartment complex charges
92 \$250 per vehicle permit for apartment residents. The PD has been called and we have come to
93 the City for help. We are giving up the freedom to park in front of our own homes. Can the City
94 rethink this ordinance and the Lakeside parking regulations? We will pay for vehicle permits.
95 We will meet with the police. It will be hard to sell our homes, if we can't park in front of our
96 homes. Please give us another option.

97
98 Ron McGraw, 1834 Lakeside, stated that we've all been thinking about it since the first
99 time we spoke with the City. It's a nuisance: the trash and not being able to park in the front of
100 the house. What can we do? What's outside of the box? I understand the City regulations. We
101 know what we can't do. What can we do? I'd like to do something fairly quick. What's
102 innovative?

103
104 All 6 homes were represented at the meeting.

105
106 2.1. Mayor, City Council and/or members of the city staff may make announcements about
107 city/community events. (Council)

108
109 Councilmember Giangrosso announced several events including Celebration Seabrook;
110 Movie Night in Meador Park; Main Street Christmas Tree Lighting; and Breakfast with Santa.

111
112 3. CONSENT AGENDA

113 **Council will discuss, consider, and if appropriate, take action on the items listed below.**

114
115 3.1. Ordinance 2016-27 Flood Damage Prevention

116 **Approve on second reading proposed Ordinance 2016-27, "Flood Damage Prevention".**
117 **(Landis)**

118
119 **AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF**
120 **SEABROOK, TEXAS BY DELETING THE CURRENT CHAPTER 38, "FLOOD",**
121 **ARTICLE II, "FLOOD DAMAGE PREVENTION" AND REPLACING IT WITH A**
122 **NEW ARTICLE II, UNDER THE SAME TITLE, "FLOOD DAMAGE PREVENTION"**
123 **WHICH CONTAINS SECTIONS FOR STAUTORY AUTHORIZATION, FINDINGS OF**
124 **FACT, PURPOSE AND METHODS; DEFINITIONS; GENERAL PROVISIONS**
125 **INCLUDING ADOPTING THE FLOOD INSURANCE RATE MAP (FIRM) AND**
126 **FLOOD INSURANCE RATE STUDY (FIS), DATED JANUARY 6, 2017;**
127 **ADMINISTRATION, PERMITTING AND VARIANCE PROCEDURES; AND**
128 **PROVISIONS FOR FLOOD DAMAGE REDUCTION. THE CONTENTS OF THE NEW**
129 **REPLACEMENT ARTICLE ARE SIMILAR TO THE CURRENT ARTICLE BUT ARE**
130 **SOMETIMES WRITTEN IN A DIFFERENT MANNER.**

131
132

133 **THIS ORDINANCE PROVIDES FOR A PENALTY IN AN AMOUNT OF \$500.00, OR**
134 **THE MAXIMUM PROVIDED BY LAW, FOR VIOLATION OF ANY PROVISIONS**
135 **HEREOF BY INCLUSION INTO THE CODE; REPEALS ALL ORDINANCES OR**
136 **PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH,**
137 **SPECIFICALLY INCLUDING ORDINANCES NOS. 87-07, 91-17, 93-30, 96-19, 97-08, 08-**
138 **10, 08-22, 08-28 AND 08-29; AND PROVIDES FOR SEVERABILITY AND NOTICE.**

139
140 3.2. Ordinance 2016-30 Travel Policy
141 **Approve on second reading proposed Ordinance 2016-30, "Revision to Personnel Policy**
142 **Travel Regulations and Expense Reimbursement". (Gibbs)**

143
144 **AN ORDINANCE OF THE CITY OF SEABROOK, TEXAS, AMENIDNG THE CITY OF**
145 **SEABROOK "PERSONNEL POLICIES", CHAPTER 4 "ORIENTATION AND**
146 **TRAINING", SECTION 7 "TRAVEL REGULATIONS AND EXPENSE**
147 **REIMBURSEMENT"; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED**
148 **TO THE SUBJECT.**

149
150 3.3. Pulled by the City Manager and the Mayor.

151
152 3.4. Board of Directors Harris-Galveston Subsidence District
153 **Approve an appointment to the Board of Directors of the Harris-Galveston Subsidence**
154 **District for a two-year term. Mr. James Edwards is the incumbent and is recommended**
155 **for reappointment. (Royal)**

156
157 3.5. Excused Absence
158 **Approve an excused absence for Mike Giangrosso for the October 18, 2016 regular City**
159 **Council meeting. (Hicks)**

160
161 3.6. Minutes September 20, 2016
162 **Approve minutes of the September 20, 2016 regular City Council meeting. (Hicks)**

163
164 Motion was made by Councilmember Botkin and seconded by Councilmember Adovasio
165
166 To approve the Consent Agenda, with the exception of item 3.3.

167
168 MOTION CARRIED BY UNANIMOUS CONSENT

169
170 3.3 Ordinance 2016-31 No Parking
171 **Approve on second reading proposed Ordinance 2016-31. (Cook)**

172
173 **AN ORDINANCE AMENDING CHAPTER 90 OF THE CODE OF ORDINANCES OF**
174 **THE CITY OF SEABROOK, TEXAS ENTITLED "TRAFFIC AND VEHICLES,"**
175 **ARTICLE III, "STOPPING, STANDING, AND PARKING," DIVISION 1,**
176 **"GENERALLY," TO UPDATE AND PROVIDE FOR ADDITIONAL TRAFFIC**
177 **REGULATIONS UNDER SECTION 90-80, "SCHEDULE I - NO PARKING ZONES"**

178 **PERTAINING TO LAKESIDE DRIVE; PROVIDING FOR A PENALTY IN AN**
179 **AMOUNT OF NOT MORE THAN TWO HUNDRED DOLLARS (\$200.00) FOR**
180 **VIOLATION OF ANY PROVISIONS HEREOF BY INCLUSION INTO THE CODE;**
181 **REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR**
182 **IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING**
183 **FOR NOTICE.**

184
185 Gayle Cook, City Manager, stated that at the first reading of the ordinance Council went
186 over what staff had done and staff met twice with the residents on Lakeside, no parking was not
187 the first option. Chief Wright and Public Works personnel were in those meetings. Permitting
188 was not a feasible option. Staff can go back and look at permitting and annual fees. What was
189 before Council at first reading was a consensus and what was thought was a good option. The
190 Police Department has also tried to negotiation with apartment complex.

191
192 Steve Weathered, City Attorney, stated that the apartment parking lot is private property;
193 therefore, the City has no jurisdiction over the apartment permitting process and the charge of
194 \$250. Ms. Cook stated that the apartment charges \$250 for a permit after the first car and several
195 apartment residents have multiple vehicles.

196
197 Ms. Cook explained that the City erected a no parking sign for safety reasons when
198 vehicles were parking too close to Nasa Parkway. Lakeside Drive residents noticed an influx of
199 street parking at that time. No one knows when the apartment complex started issuing permits,
200 but new management recently started. The City is definitely open to looking at other options;
201 therefore, will need time to complete some additional review.

202
203 Mr. Weathered pointed out that until the ordinance is brought back to Council for
204 consideration, the current law is in place, so everything will be status quo.

205
206 No action was taken by Council on this item, with the consensus that staff would work
207 with Lakeside Drive residents to review alternate options.

208
209 **4. NEW BUSINESS**
210 *Council will discuss, consider and if appropriate, take action on the items listed below.*

211
212 4.1. Resolution 2016-23
213 **Consider and take all appropriate action on proposed Resolution 2016-23. (Cook)**

214
215 **A RESOLUTION OF THE CITY COUNCIL OF SEABROOK, TEXAS RELATING TO**
216 **INTERPRETATION OF THE SEABROOK CITY CHARTER IN RELATION TO**
217 **REQUIRED QUORUMS IN GENERAL FOR CITY COUNCIL ACTION AND TO**
218 **SPECIFICALLY DETERMINE THAT THE MAYOR IS A VOTING MEMBER OF**
219 **CITY COUNCIL FOR DETERMINATION OF REQUIRED QUORUM UNDER THE**
220 **CITY CHARTER AND THE TEXAS OPEN MEETINGS ACT.**

221
222

223 Motion was made by Councilmember Giangrosso and seconded by Councilmember Botkin

224

225 To approve proposed Resolution 2016-23.

226

227 MOTION CARRIED BY UNANIMOUS CONSENT

228

229 4.2. Bay Area Houston Convention and Visitors Bureau

230 **Consider and take all appropriate action to appoint LeaAnn Dearman, Director of**
231 **Communications, as one of the Council liaisons to the Bay Area Houston Convention and**
232 **Visitors Bureau. (Cook)**

233

234 Motion was made by Councilmember Botkin and seconded by Councilmember Giangrosso

235

236 To appoint LeaAnn Dearman, Director of Communications, as one of the Council liaisons to the
237 Bay Area Houston Convention and Visitors Bureau.

238

239 MOTION CARRIED BY UNANIMOUS CONSENT

240

241 5. ROUTINE BUSINESS

242 *Council will discuss, consider and if appropriate, take action on the items listed below.*

243

244 5.1. Approve the Action Items Checklist which is attached and made a part of this Agenda.

245

246 TXDOT – Gayle Cook, City Manager, explained there has been a recent update from
247 TXDOT in regards to parcels and land acquisition. TXDOT has closed five (5) properties and
248 has acquired ownership. The remaining affected properties have chosen the eminent domain
249 process or are in negotiations on offers. 30 property owners have applied for eminent domain.
250 Staff is hearing that the relocation assistance providers and relocation experts are telling property
251 owners that leasebacks might be possible and TXDOT said they will go back to those experts,
252 but TXDOT is not doing leasebacks. TXDOT has not gotten responses back on a couple of
253 parcels. TXDOT confirmed that they will conduct eminent domain hearings in Council
254 Chambers on December 13.

255

256 Project Updates – the Public Works and Animal Control Shelter went vertical today and
257 now will move quickly.

258

259 Pelican and Benches – Supplies were purchased yesterday for painting the pelican, and
260 there has been no discussion on adding anything else to the design. All the benches have been
261 installed, and the plaques are ordered. When the plaques come in, Council will take pictures by
262 their respective bench. The Communications Department and the Public Works Department
263 have done great work preparing for Celebration Seabrook.

264 Mike; Gary – unanimous

265

266

267

268 5.2. Establish future meeting dates and agenda items

269
270 Ms. Cook discussed having joint meetings with the EDC Board to hear presentations and
271 take action, if needed, on the progress with the Seabrook Master Landscaping and City Branding
272 Plan.

273
274 Upon motion duly made and seconded, Mayor Royal adjourned the meeting at 7:48 p.m.

275
276 Approved this 15th day of November 2016.

277
278
279
280
281
282
283
284
285
286

Glenn Royal
Mayor

Robin Hicks, TRMC
City Secretary



*CITY
OF
SEABROOK*

**AGENDA
BRIEFING**

Date of Meeting: November 15, 2016

Submitter/Requestor: City of Seabrook

Date Submitted: 11/7/2016

Presenter: Sean Landis

Description/Subject:

A request for approval of a preliminary Planned Unit Development (PUD) plan to designate the Seaside RV Resort and Cabanas Planned Unit Development (PUD) the property being 8.883 acres of land situated in abstract 52 in the Ritson Morris Survey, Harris County Texas.

Applicant:

Stonemarc One, LLC, De Four Trace Seabrook, Texas 77586

Legal Description:

Being an 8.883 acre tract of land situated in Abstract 52 in the Ritson Morris Survey, Harris County, TX.

The property is located east of Old Highway 146 and immediately north of Red Bluff Road.

Request:

The applicant is requesting the aforementioned property be granted a preliminary Planned Unit Development (PUD) Overlay.

Purpose/Need: Policy Issue Administrative Issue

The purpose of the preliminary Planned Unit Development (PUD) is to provide a flexible approach for development, allows a more flexible response to the market, encourage innovative mixed uses and site plan design.

Background/Issue (What prompted this need?):

Stonemarc One, LLC, owner of an 8.883 acre site located on Red Bluff Road and Old SH-146 in Seabrook, is requesting the approval of a preliminary Planned Unit Development (PUD) "Seaside RV Resort & Cabanas". The development is planned to have up to 90 "Class A" RV sites and up to 40 rental cabanas (130 units total) and will be the first RV Resort in Seabrook.

The tract is currently vacant land, zoned C-2 and is approximately 1,400 feet long by 260-300 feet wide and is within the "North Planning Area". The property has frontage on Old SH-146 (TXDOT ROW) and Red Bluff Road. The property is served by City of Seabrook water and sanitary sewer service. All storm water drainage is into TXDOT right-of-way, along Red Bluff Rd. to Old SH-146. A commercial entrance has been approved by TXDOT in the center of the western boundary onto Old SH-146.

Impacted Parties (Expected/Notified):

Recommended Action:

Attachments:

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

1. Exhibit A. Preliminary Planned Unit Development Plan, Titled: "Seaside RV Resort & Cabanas Planned Unit Development".
2. Picture of the Site.

Fiscal Impact: Budgeted Yes No Finance Officer Review:
Budget Amendment Required Yes No
Future/Ongoing Impact Yes No
Budget Dept/Line Item Number N/A

Funding Comments:

N/A

Where on the agenda should this item be placed?

(i.e. Public Hearing, New Business, Old Business, Consent Agenda, Executive Session, etc.)

Joint Public Hearing & New Business Item

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 _____

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.

(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.



**Seaside RV Resort & Cabanas
Planned Unit Development
("SRV-PUD")**

11/15/2016
(P&Z Submission Date)

8.822 acres

Applicant:

Stonemarc One, LLC (owner)
2510 De Four Trace
Seabrook, TX 77586
512-200-3727

Seaside RV Resort & Cabanas Planned Unit Development ("SRV-PUD")

TABLE OF CONTENTS

- 1. Project overview**
- 2. Master Plan, Development Schedule and Survey**
 - Overall Master Plan- (Shelmark Engineering)
 - Open Space Plan
 - Landscape Plan
 - Utility Plans
 - Development Schedule
 - Survey (Precision)
- 3. Seaside RV Resort & Cabanas- Zoning Ordinance**
- 4. Photographs of typical RV Resort features**
- 5. Traffic Study- Knesek & Associates**
- 6. Park Rules, Sample Lease**
- 7. Aerial, Vicinity Maps**

PROJECT OVERVIEW

Stonemarc One, LLC, owner of an **8.822 acre** site located on Red Bluff Road and Old SH-146 in Seabrook, is requesting a zoning change from C-2 to PUD for the purpose of developing the “**Seaside RV Resort & Cabanas**”. The development is planned to have up to 90 “Class A” RV sites and up to 40 rental cabanas (130 units total) and will be the first RV Resort in Seabrook.

The tract is currently vacant land, zoned C-2 and is approximately 1,400 feet long by 260-300 feet wide and is within the “North Planning Area”. The property has frontage on Old SH-146 (TXDOT ROW) and Red Bluff Road. The property is served by City of Seabrook water and sanitary sewer service. All storm water drainage is into TXDOT right-of-way, along Red Bluff Rd. to Old SH-146. A commercial entrance has been approved by TXDOT in the center of the western boundary onto Old SH-146. Stonemarc is requesting that the parcel be rezoned to a Planned Unit Development (“PUD”) to serve the recreational vehicle community.

Economic Impact:

The typical Seaside RV Resort guest is expected to spend \$80+ per day in Seabrook and the surrounding area over and above their daily rental. The draw of locale attractions including NASA, Clear Lake and the Kemah Boardwalk will attract many of our RV guests to Seabrook. Additionally, the “hotel” tax component (collected on the Cabanas), of the Seaside RV Resort is expected to generate HOT for the City of Seabrook in a addition to substantial property taxes to CCISD, Harris County and the City.

Seaside RV Resort & Cabanas

<u>LOCAL RETAIL SALES</u>	
RV Spaces & Cabanas	126
Occupancy %	65%
Spending rate per day	\$80
Annual local spending	\$2,391,480
5 Year - Local Retail Sales	\$11,957,400

<u>Cabana HOT-Hotel Occupancy Tax</u>	
Cabanas ONLY	37
Daily Rental	\$135
Occupancy %	65%
HOT-Hotel Occupancy Tax Rate	7%
Annual local spending	\$82,954
5 Year - HOT Tax Revenue	\$414,772

<u>Property Taxes</u>		2.38%
Current assessment-2016	\$408,000	\$9,690
Future improved assessment-estimate	\$4,000,000	\$95,000
Increase in Property Taxes	\$3,592,000	\$85,310
5 Year - Property Tax Revenue		\$426,550

Why A Planned Unit Development (“PUD”)

“A planned unit development (PUD) is a land use design incorporating the concepts of density transfer and common open space. The PUD designation serves as an “overlay zone.” In this capacity, the designation applies a new and different set of developmental guidelines to the base zoning district in which the parcel or property is located. When a parcel of land receives the PUD designation it continues to retain its standard zoning district classification. However, the added PUD designation enables the developer of the tract to modify the yard and setback requirements in concert with a documented plan that meets the regulations prescribed herein and which has been reviewed and approved by the planning and zoning commission. In many instances the creative use of the PUD concept facilitates urban design which is more efficient, safe, environmentally sensitive, interesting, visually pleasing, and socially integrated than the standard lot design.” (Municode- City of Seabrook TX Zoning Ordinance).

Stonemarc is seeking the PUD designation because it wishes to retain the underlying C-2 allowed uses and to add several additional uses not currently allowed in C-2, but allowed in other zoning districts. The current zoning of the entire tract as C-2 is not economically viable, as the site suffers from narrow geometry, lack of business visibility and minimal frontage along the SH-146 commercial corridor. The existing C-2 zoning, location and site geometry has deterred development of this site, creating a “long-term” vacant parcel with no economic benefit to Seabrook.

Stonemarc believes the combination of requested PUD uses will create a viable business and community asset. The RV Resort will bring additional jobs, sales tax revenue and hotel tax revenue to the City of Seabrook. The limited commercial visibility is sufficient for the Resort’s primary entrance on Old SH-146 and will accommodate the project’s limited auto and RV traffic. Should the entire tract be developed as a PUD RV Resort, the limited additional traffic would be primarily concentrated on Old SH-146 and would not adversely impact neighbors or other vehicles using Red Bluff. The project’s rear Red Bluff exit will be necessary for EMS services and should reduce though project traffic. The Red Bluff exit will be “one way only” with no left turn and an acceleration taper westbound. It will be designed with TxDOT guidance, to avoid any potential conflicts or safety issues with other vehicles approaching from the east. A traffic study has been performed and the site lines exceed roadway safety standards for the 25 MPH speed limit currently posted.

The market demand for RV Resorts in the Clear Lake area is very strong and will remain so, due to lake of quality locations such as the subject property. RV popularity has increased along with the Boomer population and RV Resorts meet the growing demand. Many Boomers are forgoing a 2nd home for a “Class A” RV. Texas is the 3rd largest RV Resort state in the US, just behind California and Florida. Most RV Resorts draw from a 150-250 mile radius, so our proximity to the Houston market is a distinct advantage.



Conceptual Plan Objectives

Seabrook lacks a quality RV Resort that will bring additional tourists, short term visitors and sales revenue to our community. The attached conceptual plan objective is to create an attractive and viable RV Resort, designed to serve the “Class A” RV market and to offer a limited number of cabanas expected to be classified as extended stay accommodations under the hotel/motel use category. The Resort will have a primary entrance/exit on Old SH-146 and a one-way secondary rear exit onto Red Bluff Road.

While the narrow site geometry creates several undue hardships for traditional C-2 development, it works very well for an RV Resort. The site is 260-300 feet wide and will accommodate 2 double loaded loop roads (east and west) connected by a double loaded connector road which borders the required dry detention pond. The required detention unduly constrains the site, by the low elevation of the only available drainage ditch, relative to the site elevation. The project will need to utilize pumped dry detention that will also serve as an open space pet recreation area. All internal streets will be private with several being one-way only. All streets and RV sites will be concrete and designed to accommodate Class A motor coaches and the largest of towable RVs. Each RV site will have full utilities and one or more car spaces.

The plan also envisions approximately 40 cabanas that will be rented as extended stay hotel rooms (daily-weekly). Each cabana will offer a full kitchen and will typically be 20 feet wide by +/- 30 feet deep, elevated on pilings. Parking will be under each cabana with typically 2 spaces per unit. The cabanas are located near the front (west) of the Resort and are served by their own loop road that connects to the RV areas and the main entrance. The speed limit within the Resort will be posted at 12 mph.



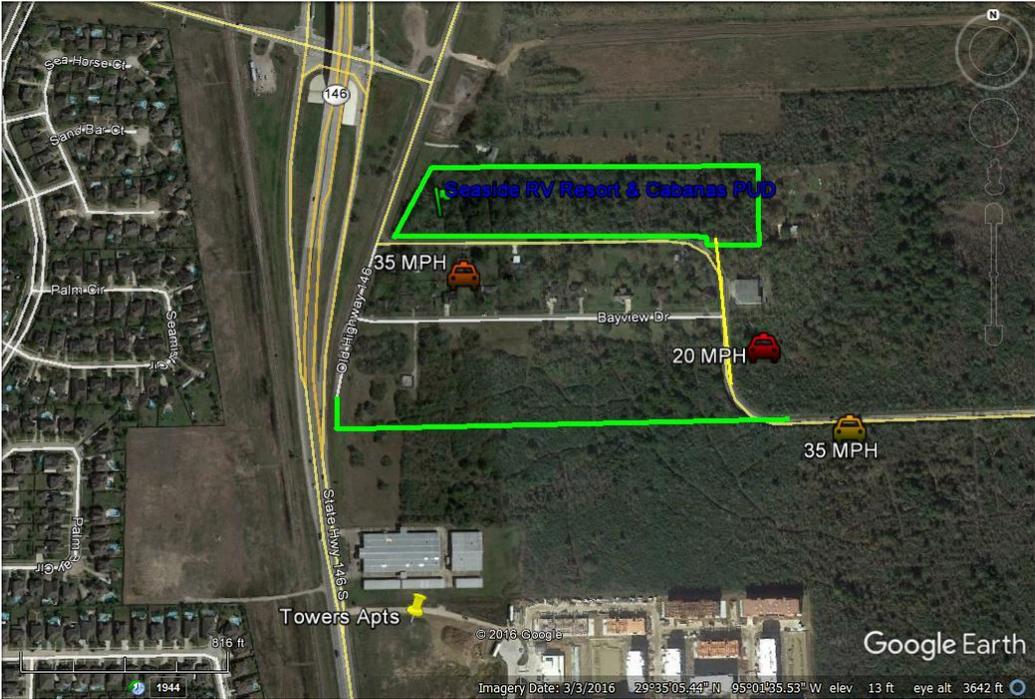
several gathering areas for guests.

The properties to the north and east of the property are zoned C-2, and the RV Resort will make an excellent transitional use between the R-2 to the South and the future commercial uses to the North. The requested rezoning is within the spirit of the PUD ordinance, and appropriately beneficial to the applicant, the residents and retail businesses of Seabrook.



Proposed- Master Plan

(see attached)



Ordinance – Seaside RV Resort & Cabanas PUD “SRV-PUD”

The following is the Zoning Ordinance for the Planned Unit Development “PUD” identified as the “Seaside RV Resort & Cabanas PUD”.

Seaside RV Resort & Cabanas - Planned Unit Development (PUD)

“A planned unit development (PUD) is a land use design incorporating the concepts of density transfer and common open space. The PUD designation serves as an “overlay zone.” In this capacity, the designation applies a new and different set of developmental guidelines to the base zoning district in which the parcel or property is located.

When a parcel of land receives the PUD designation it continues to retain its standard zoning district classification. However, the added PUD designation enables the developer of the tract to modify the yard and setback requirements in concert with a documented plan that meets the regulations prescribed herein and which has been reviewed and approved by the planning and zoning commission.” (City of Seabrook-Municode)

1.01.01. Description: The Seaside RV Resort & Cabanas – Planned Unit Development (“SRV-PUD”) district is designed to facilitate a compatible transition between the R-2 subdivision to the south and the industrial uses planned to the north. The SRV-PUD site is 8.822 acres located along Red Bluff Road and Old SH-146 in Seabrook, Texas and will include an RV Resort and any other commercial/retail uses allowed in the underlying C-2 zoning. These businesses are free (beyond their property lines) of pollution caused by noise, offensive odors, and the emission of airborne particles. Heavy arterial street traffic is characteristic of the district. The regulatory provisions of this district are aimed at achieving the specific goals and objectives identified in the Comprehensive Master Plan 2035.

1.01.02. Uses permitted by right and conditional uses: (Please see the comprehensive land use regulation matrix at the end of this article)

The SRV-PUD is intended to accommodate an additional select group of land-use activities not permitted within the underlying C-2 Zoned area of the community known as "North Planning Area." In accordance with Comprehensive Master Plan 2035, the SRV-PUD is designed to compliment the special tourism attractions of Seabrook, the small town character, local businesses and its waterfront. The SRV-PUD will be served by public utilities and private internal roads. The land uses within this PUD are also intended to meet a portion of the community's transient, RV tourism demand. The SRV-PUD is primarily intended to create a high quality, Class A “RV” Recreational Vehicle Resort, intended to serve tourists travelling to and through the area, in addition to possible associated retail development along the Old SH-146 frontage. The RV Resort will provide an abundance of amenities and the basic elements of a balanced and attractive neighborhood. Internal stability, attractiveness, order, efficiency, security and the maintenance of property values are encouraged by the provision of adequate light, air and open space for all park sites and related facilities and through consideration of the proper functional relationships of these various elements.

Recreational Vehicle ("RV") Park development

1.02.01. Density: Maximum 15 RV Park "spaces" per gross acre (100 lots maximum)

1.02.02. Area regulations-typical RV Spaces:

- A. Space size: A minimum site size of 1,000 square feet per RV.
- B. Space width: Each space shall have a minimum width of 25 feet at the front street line.
- C. Space depth: Each space shall have a minimum depth of 40 feet.
- D. Pad Separation: All spaces shall have 5 feet between parking pads. However, for corner spaces, there shall be a side yard setback from the street of not less than 10 feet and all pads shall be set-back at least 10 feet from all property lines. .
- E. Pad Size: Each space shall provide a minimum 20 foot wide by 40 foot deep, RV paved parking pad, which will include the RV parking space and a car/truck/vehicle parking space.
- F. Each lot will provide individual RV utility connections to water, sanitary sewer and electricity.
- G. The recreation vehicle (RV) park shall be developed and operated in compliance with the following additional standards:
 - (1) Private Rights-of-way, design and paving standards shall conform to city standards.
 - (2) *Driveways and interior roads.*
 - a. *Access.* Access to the RV park shall be designed to minimize congestion and hazards at the entrance or exit and allow free movement of traffic on adjacent streets.
 - b. *General requirements.* The RV park shall provide safe and convenient vehicular access from abutting public streets or roads to the internal parking area or RV sites. All surfaces shall be paved with concrete or flexible base.
 - c. *Interior paving widths.* Interior driveways and roadways planned for two-way traffic should be 25 feet wide. One-way roads should be 20 feet wide. Inside turning radii should be a minimum of 25 feet, and outside turning radii 40 feet.
 - d. *Illumination.* The RV park will be furnished with uniform perimeter, roadway and pad site lighting units which direct the light downward and within the RV park.
 - (3) *Office and parking areas.* The RV park shall have a designated office on the site which is a permanent building, and a sign on the property providing information as to the office location.
 - (4) *Caretaker's quarters.* One existing residential structure may be retained or one new residential structure or mobile home may be permitted for the occupancy of the owner or operator of the RV Resort.
 - (5) *Pad site layout.*
 - a. Pull-through and back-in parking pads shall have full hookups and shall be not less than 20 feet wide and 40 feet long.
 - b. Any small RV with plumbing facilities will be required to have hookups.
 - c. Each site shall be supplied with an enclosed utility stand for all utility services.
 - d. Each site shall be level, with a maximum of one-inch variation for every five feet, side-to-side and end-to-end.
 - (6) *Water and wastewater systems.*
 - a. Adequately sized circulating looped water lines approved by the City shall be installed and connected to the City lines, at the owner's expense, for domestic use and fire protection.
 - b. Adequately sized sanitary sewer lines approved by the City to dispose of sanitary wastes shall also be installed and connected to the City sanitary sewer system at the owner's expense.

- c. Properly located and adequately sized easements as approved by the City for publicly maintained water or sewer lines on private property shall require dedication by separate instrument unless dedicated by plat.
- (7) *Drainage systems.* An adequate drainage system shall be designed by a Texas licensed engineer retained by the property owner to drain the RV park site into an approved drainage system, in accordance with plans and specifications approved by the City.
- (8) *Refuse handling.* The method of storage, collection and disposal of refuse in the RV park shall be approved by the City prior to site development plan approval.

Guest Cabana development

1.03.01. Density: Maximum 40 Cabanas total.

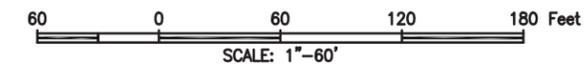
1.03.02. Area regulations-typical Cabana:

- A. Cabana size: Each Cabana shall be at least 500 square feet and the maximum size is 1,000 square feet.
- B. Cabana Setbacks: Each Cabana shall be setback from any public street, not less than 5 feet and shall be set-back not less than 10 feet from all property lines.
- C. Additional Cabana requirements shall include:
- a. Access via the main entrance of the RV Park.
 - b. Each Cabana shall have at least 2 parking spaces.
 - c. Each Cabana shall contain a bathroom, kitchen, including a refrigerator, range-top, sink and cabinets.
 - d. Cabanas will be rented by the day or week and may be subject to hotel occupancy taxes. Extended stay rental may be up to 28 consecutive days total.
 - e. Provide on-site management 24 hours a day for check-in/check-out services, custodial and maintenance response and other guest services.
 - f. Provide daily or weekly housekeeping service and on-site or in-unit laundry facilities.
 - g. All Cabanas will be connected to public water and sewer and shall meet all applicable building codes as approved by the City.

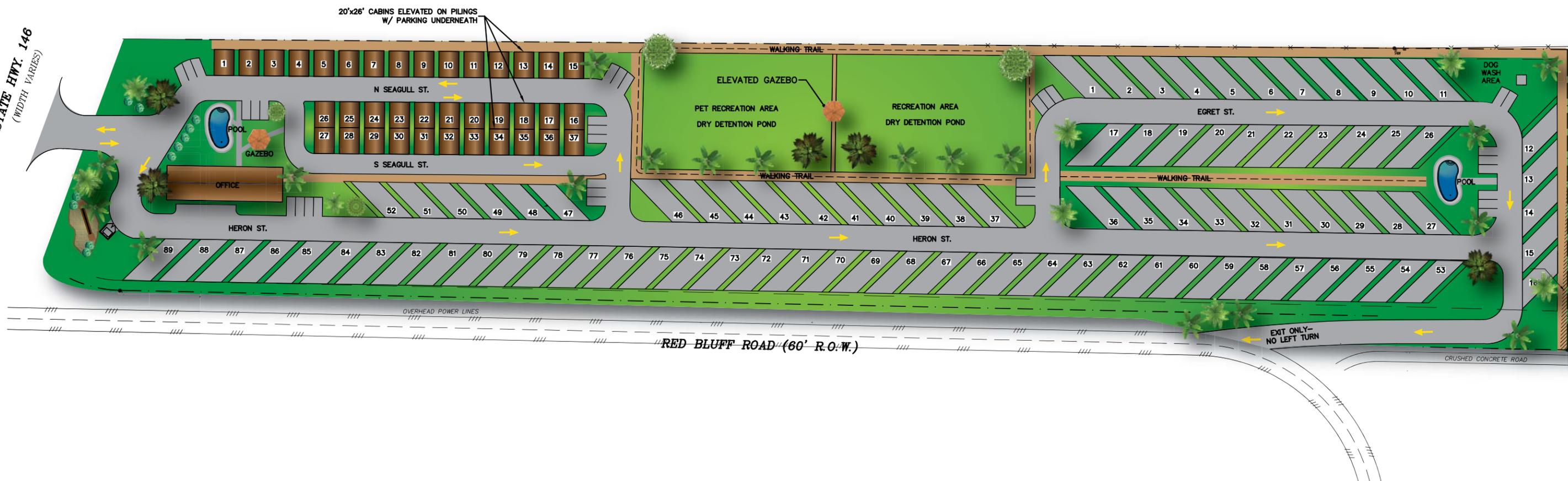
INFORMATION AND DATA CONTAINED IN THIS DRAWING ARE STRICTLY CONFIDENTIAL AND ARE SUPPLIED ON THE UNDERSTANDING THAT THEY WILL BE HELD CONFIDENTIAL AND NOT REPRODUCED, COPIED OR DISCLOSED TO THIRD PARTIES WITHOUT THE PRIOR WRITTEN CONSENT OF SHELMARK ENGINEERING, L.L.C.

CABIN & RV LOTS	
20X26 CABIN	=37
25x50 RV LOTS	=11
25X60 RV LOTS	= 78
TOTAL	=126

OPEN GREEN SPACE	
TOTAL AREA:	384,286 SF
OPEN (GREEN) SPACE:	163,851 SF
PERCENTAGE OPEN SPACE:	42.63%



STATE HWY. 146
(WIDTH VARIES)



Seaside RV Resort & Cabana

Seabrook, Texas

16-344

TX FIRM# F-2115

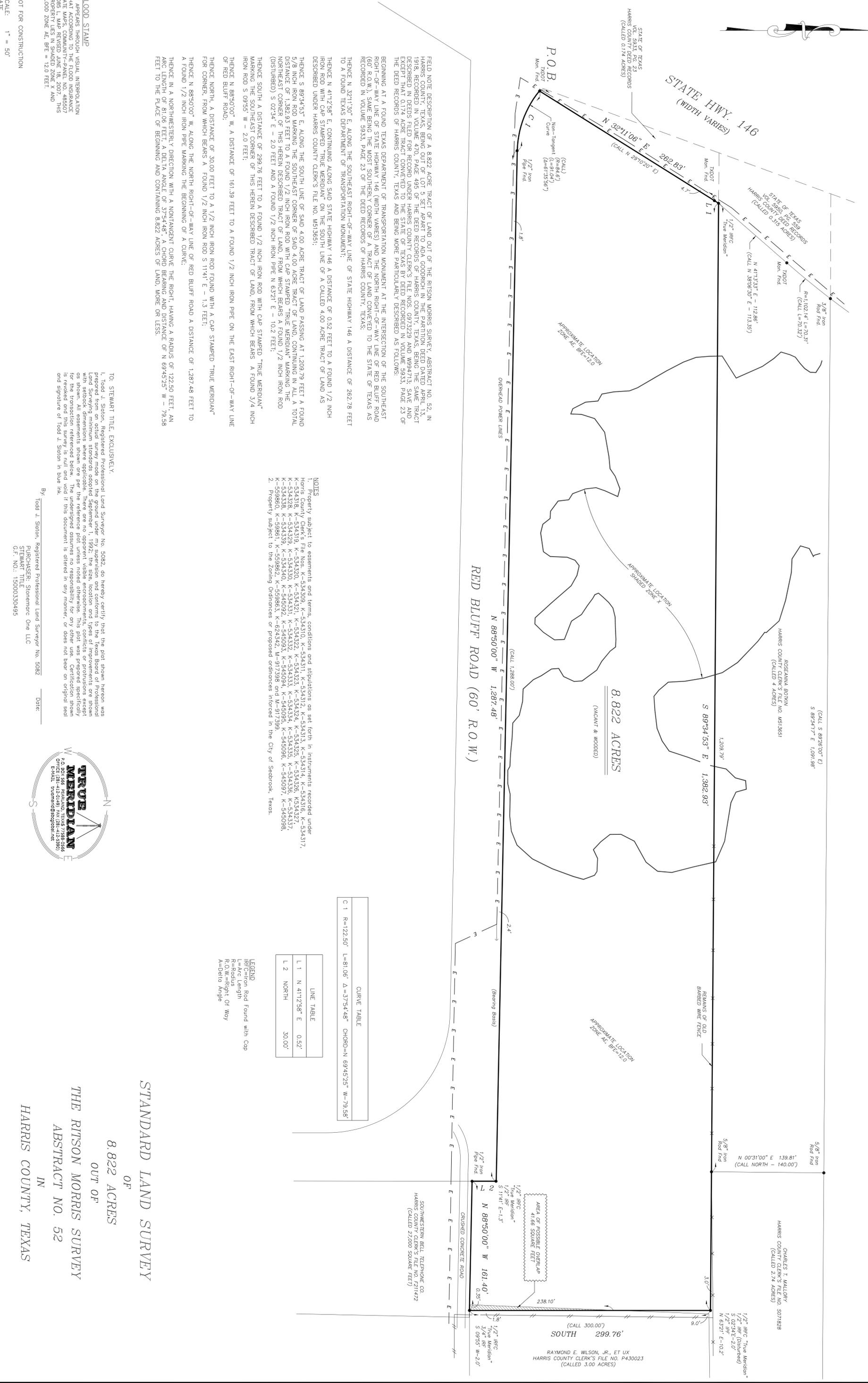


C-201

921 FM 517 Road East | Dickinson, Texas 77539
Phone: 409-935-9986 | FAX: 409-938-8706



STATE HWY. 146
(WIDTH VARIES)



FIELD NOTE DESCRIPTION OF A 8.822 ACRE TRACT OF LAND OUT OF THE BRITSON MORRIS SURVEY, ABSTRACT NO. 52, IN HARRIS COUNTY, TEXAS, BEING OUT OF LOT 5 SET APART TO ADA GOODRICH IN THE PARTITION DEED DATED APRIL 13, 1918, RECORDED IN VOLUME 470, PAGE 495 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS, BEING THE SAME TRACT DESCRIBED IN DEEDS FILED FOR RECORD UNDER HARRIS COUNTY CLERK'S FILE NOS. 6973229 AND W994713; SAME AND EXCEPT THAT 0.174 ACRE TRACT CONVEYED TO THE STATE OF TEXAS BY DEED RECORDED IN VOLUME 5933, PAGE 23 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND TEXAS DEPARTMENT OF TRANSPORTATION MONUMENT AT THE INTERSECTION OF THE SOUTHEAST RIGHT-OF-WAY LINE OF STATE HIGHWAY 146 (WIDTH VARIES) AND THE NORTH RIGHT-OF-WAY LINE OF RED BLUFF ROAD (60' R.O.W.), SAME BEING THE MOST SOUTHERLY CORNER OF A TRACT OF LAND CONVEYED TO THE STATE OF TEXAS AS RECORDED IN VOLUME 5933, PAGE 23 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS;

THENCE N 32°11'30\" E, ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF STATE HIGHWAY 146 A DISTANCE OF 282.78 FEET TO A FOUND TEXAS DEPARTMENT OF TRANSPORTATION MONUMENT;

THENCE N 41°12'58\" E, CONTINUING ALONG SAID STATE HIGHWAY 146 A DISTANCE OF 0.52 FEET TO A FOUND 1/2 INCH IRON ROD WITH CAP STAMPED \"TRUE MERIDIAN\" ON THE SOUTH LINE OF A CALLED 4.00 ACRE TRACT OF LAND AS DESCRIBED UNDER HARRIS COUNTY CLERK'S FILE NO. M513651;

THENCE S 89°34'53\" E, ALONG THE SOUTH LINE OF SAID 4.00 ACRE TRACT OF LAND PASSING AT 1,209.79 FEET A FOUND 5/8 INCH IRON ROD MARKING THE SOUTHEAST CORNER OF SAID 4.00 ACRE TRACT OF LAND, CONTINUING IN ALL A TOTAL DISTANCE OF 1,382.93 FEET TO A FOUND 1/2 INCH IRON ROD WITH CAP STAMPED \"TRUE MERIDIAN\" MARKING THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND, FROM WHICH BEARS A FOUND 1/2 INCH IRON ROD (DISTURBED) S 02°34' E - 2.0 FEET AND A FOUND 1/2 INCH IRON PIPE N 63°21' E - 10.2 FEET;

THENCE SOUTH A DISTANCE OF 299.76 FEET TO A FOUND 1/2 INCH IRON ROD WITH CAP STAMPED \"TRUE MERIDIAN\" MARKING THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND, FROM WHICH BEARS A FOUND 3/4 INCH IRON ROD S 09°35' W - 2.10 FEET;

THENCE N 88°50'00\" W, A DISTANCE OF 161.39 FEET TO A FOUND 1/2 INCH IRON PIPE ON THE EAST RIGHT-OF-WAY LINE OF RED BLUFF ROAD;

THENCE NORTH, A DISTANCE OF 30.00 FEET TO A 1/2 INCH IRON ROD FOUND WITH A CAP STAMPED \"TRUE MERIDIAN\" FOR CORNER, FROM WHICH BEARS A FOUND 1/2 INCH IRON ROD S 11°41' E - 1.3 FEET;

THENCE N 88°50'00\" W, ALONG THE NORTH RIGHT-OF-WAY LINE OF RED BLUFF ROAD A DISTANCE OF 1,287.48 FEET TO A FOUND 1/2 INCH IRON PIPE MARKING THE BEGINNING OF A CURVE;

THENCE IN A NORTHWESTERLY DIRECTION WITH A NONTANGENT CURVE, THE RIGHT HAVING A RADIUS OF 122.50 FEET, AN ARC LENGTH OF 81.06 FEET, A DELTA ANGLE OF 37°54'48\" A CHORD BEARING AND DISTANCE OF N 69°45'25\" W - 79.58 FEET TO THE PLACE OF BEGINNING AND CONTAINING 8.822 ACRES OF LAND, MORE OR LESS.

NOTES

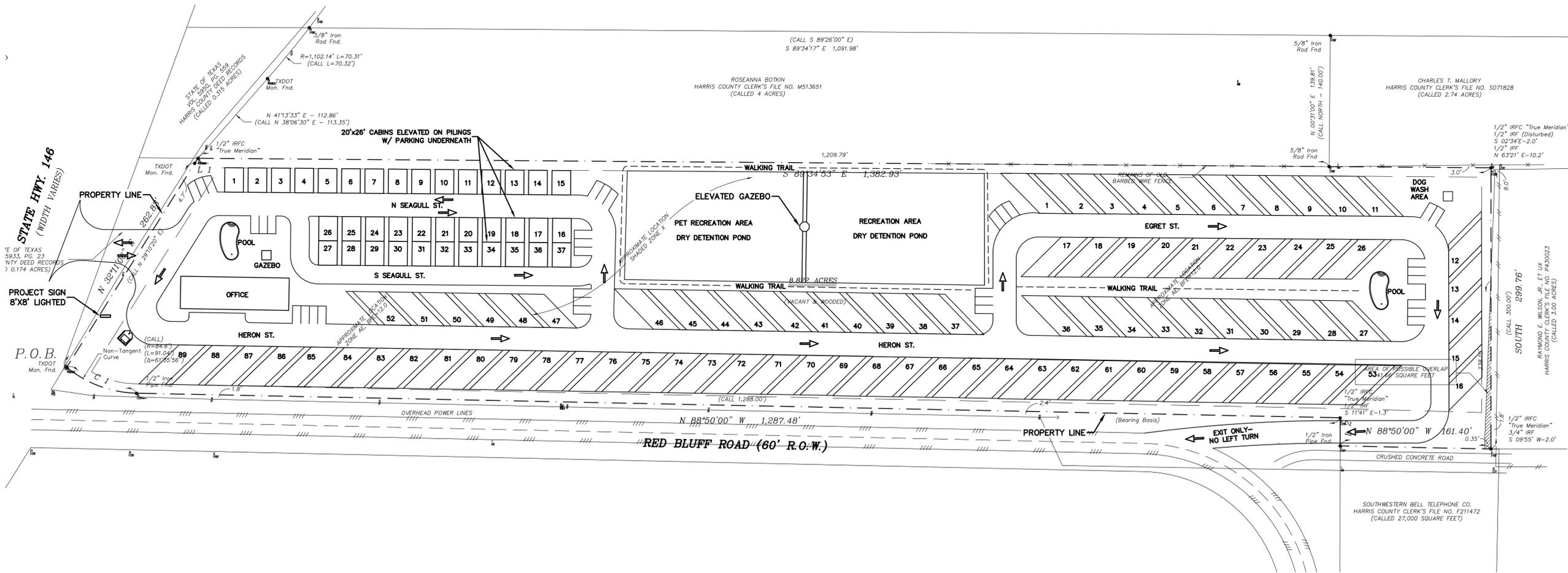
- Property subject to easements and terms, conditions and stipulations as set forth in instruments recorded under Harris County Clerk's File Nos. K-534309, K-534310, K-534311, K-534312, K-534314, K-534316, K-534317, K-534318, K-534319, K-534320, K-534321, K-534322, K-534324, K-534325, K-534326, K-534327, K-534328, K-534329, K-534330, K-534331, K-534332, K-534333, K-534334, K-534335, K-534336, K-534337, K-534338, K-534339, K-534340, K-534341, K-534342, K-534343, K-534344, K-534345, K-534346, K-534347, K-534348, K-534349, K-534350, K-534351, K-534352, K-534353, K-534354, K-534355, K-534356, K-534357, K-534358, K-534359, K-534360, K-534361, K-534362, K-534363, K-534364, K-534365, K-534366, K-534367, K-534368, K-534369, K-534370, K-534371, K-534372, K-534373, K-534374, K-534375, K-534376, K-534377, K-534378, K-534379, K-534380, K-534381, K-534382, K-534383, K-534384, K-534385, K-534386, K-534387, K-534388, K-534389, K-534390, K-534391, K-534392, K-534393, K-534394, K-534395, K-534396, K-534397, K-534398, K-534399, K-534400, K-534401, K-534402, K-534403, K-534404, K-534405, K-534406, K-534407, K-534408, K-534409, K-534410, K-534411, 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FLOOD STAMP
 IT APPEARS THROUGH VISUAL INTERPOLATION THAT ACCORDING TO THE FLOOD INSURANCE RATE MAPS, COMMUNITY-PANEL NO. 485507, 1085 L, MAP REVISED JUNE 18, 2007. THIS PROPERTY LIES IN SHADED ZONE X AND FLOOD ZONE AE, BFE = 12.0 FEET.

CABIN & RV LOTS	
20x26 CABIN	=37
25x50 RV LOTS	=11
25x60 RV LOTS	=78
TOTAL	=126

OPEN GREEN SPACE	
TOTAL AREA	384,286 SF
OPEN (GREEN) SPACE	163,851 SF
PERCENTAGE OPEN SPACE	42.63%

60 0 60 120 180 Feet
 SCALE: 1"=60'



INFORMATION AND DATA CONTAINED IN THIS DRAWING ARE STRICTLY CONFIDENTIAL AND ARE SUPPLIED ON THE UNDERSTANDING THAT THEY WILL BE HELD CONFIDENTIALLY AND NOT REPRODUCED, COPIED OR DISCLOSED TO THIRD PARTIES WITHOUT THE PRIOR WRITTEN CONSENT OF SHELMARK ENGINEERING, LLC.

SEASIDE RV RESORT & CABANA
 ADDRESS
 SEABROOK, TEXAS



ISSUED FOR	DATE	REVIEW

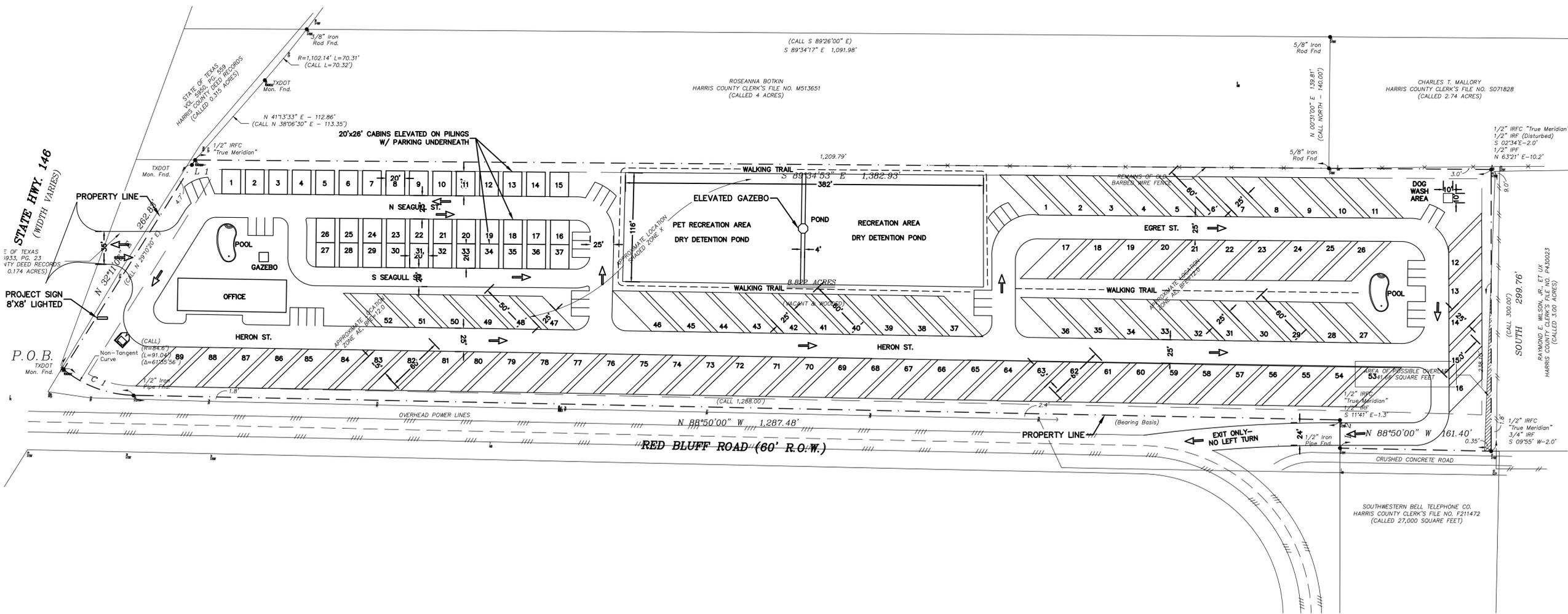
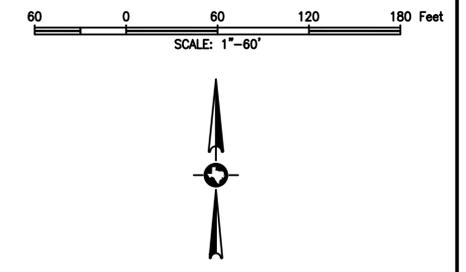
DWG NAME:
 OPEN SPACE LAYOUT PLAN

DWG:
C2.01

SCALE: 1:60
 JOB NO: 16-344 REV: A

FLOOD STAMP
 IT APPEARS THROUGH VISUAL INTERPOLATION THAT
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 COMMUNITY-PANEL NO. 485507
 1085 L MAP REVISED JUNE 18, 2007. THIS
 PROPERTY LIES IN SHADED ZONE X AND FLOOD
 ZONE AE, BFE = 12.0 FEET.

CABIN & RV LOTS	
20X26 CABIN	=37
25X50 RV LOTS	=11
25X60 RV LOTS	=78
TOTAL	=126



SEASIDE RV RESORT & CABANA
ADDRESS
SEABROOK, TEXAS



ISSUED FOR	DATE	REVIEW

DWG NAME: MASTER PLAN

DWG: **C1.01**

SCALE: 1:60

JOB NO: 16-344 REV: A

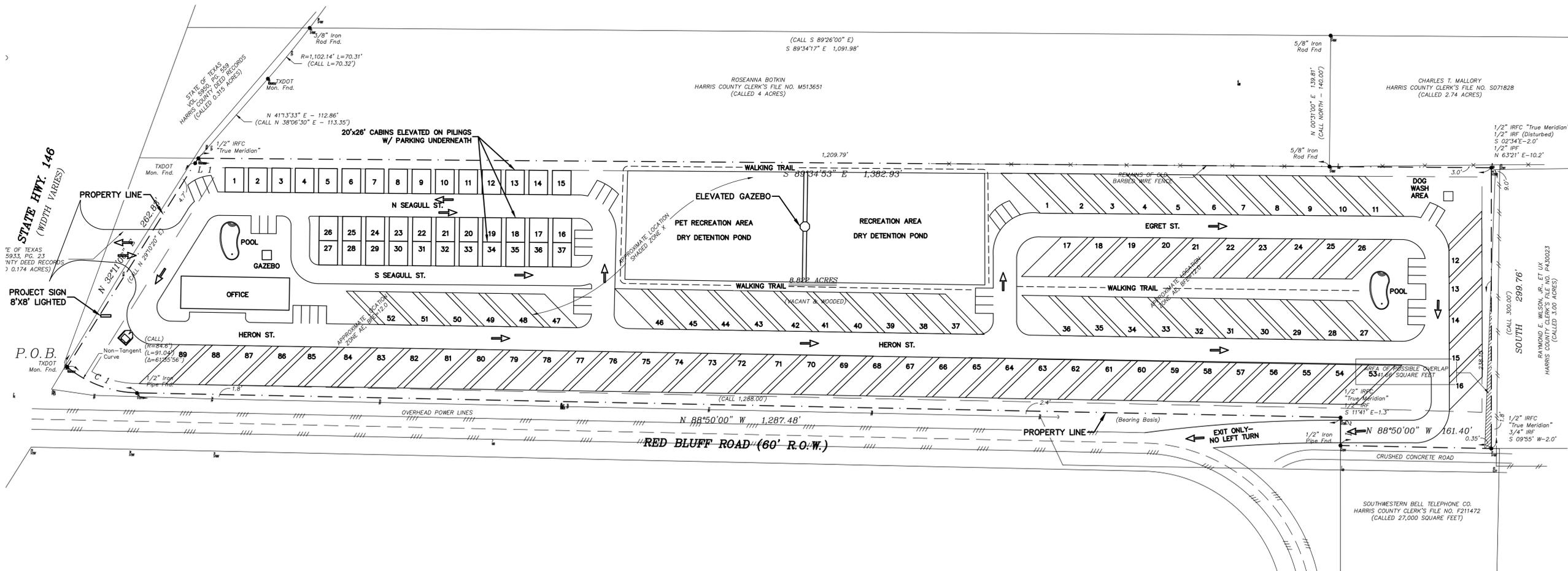
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60 0 60 120 180 Feet
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**SEASIDE RV RESORT & CABANA
 ADDRESS
 SEABROOK, TEXAS**



ISSUED FOR
 DATE
 REVIEW

DWG NAME:
 OPEN SPACE LAYOUT PLAN

DWG:
C2.01

SCALE:
 1:60

JOB NO: 16-344 REV: A

FLOOD STAMP
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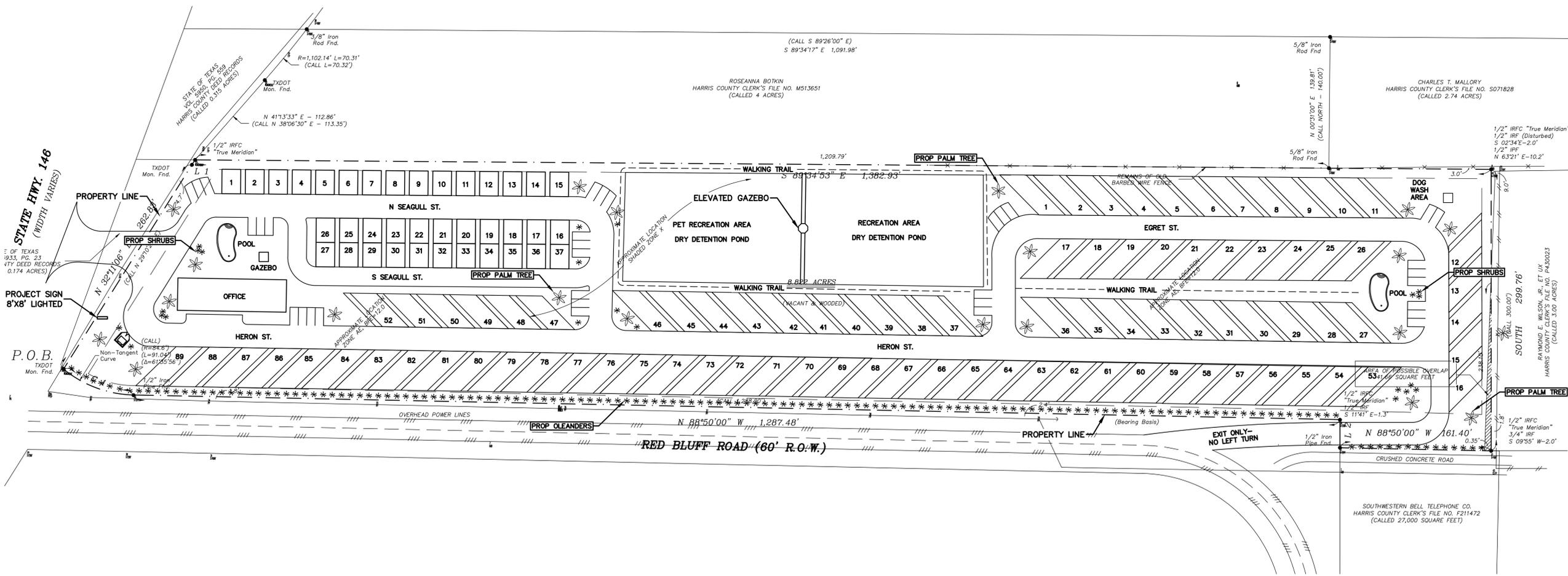
PLANT MATERIAL LIST

-  PALM TREES
-  SHRUBS
-  OLEANDERS

60 0 60 120 180 Feet
 SCALE: 1"=60'



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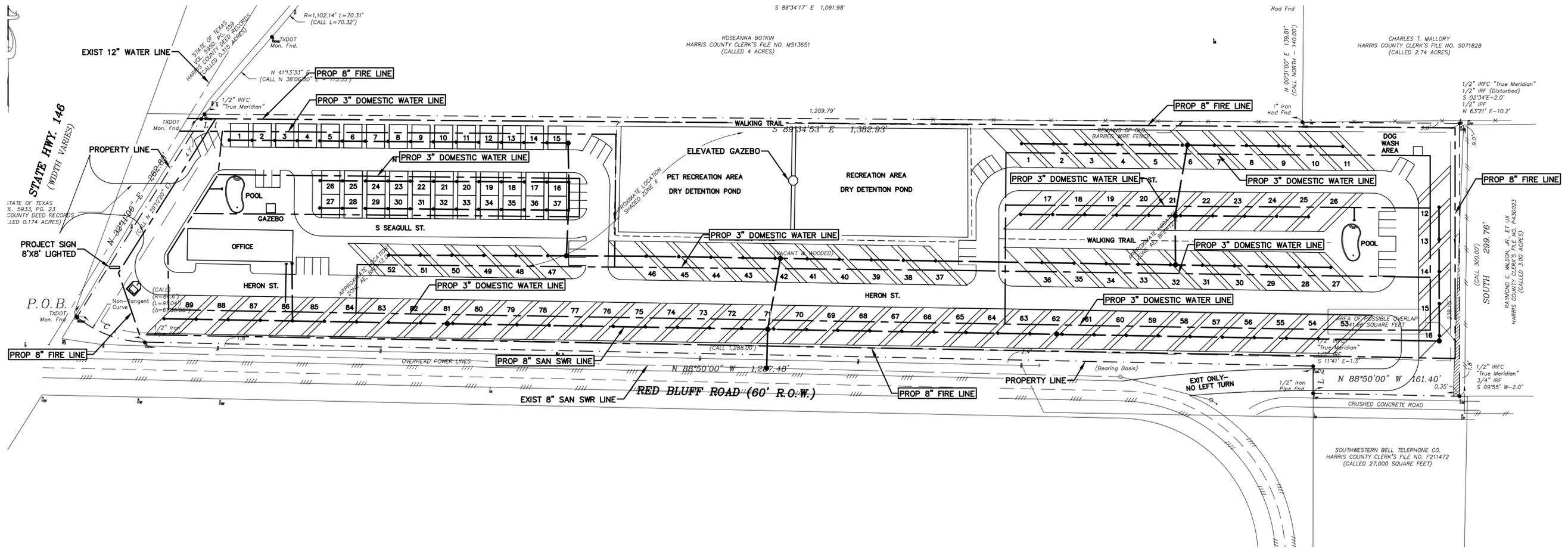
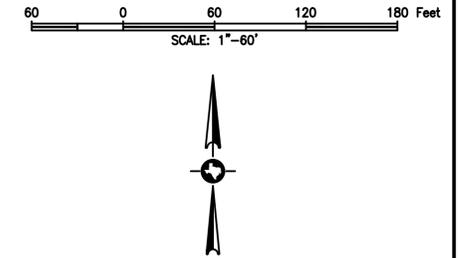
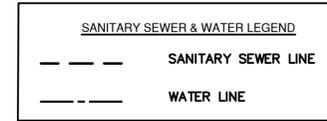
SEASIDE RV RESORT & CABANA
 ADDRESS
 SEABROOK, TEXAS



ISSUED FOR	DATE
	REVIEW

DWG NAME:	LANDSCAPE PLAN
DWG:	C3.01
SCALE:	1:60
JOB NO:	16-344
REV:	A

FLOOD STAMP
 IT APPEARS THROUGH VISUAL INTERPOLATION THAT ACCORDING TO THE FLOOD INSURANCE RATE MAPS, COMMUNITY-PANEL NO. 485507, 1085 L MAP REVISED JUNE 18, 2007. THIS PROPERTY LIES IN SHADED ZONE X AND FLOOD ZONE AE, BFE = 12.0 FEET.



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SEASIDE RV RESORT & CABANA
 ADDRESS
 SEABROOK, TEXAS



ISSUED FOR	DATE
REVIEW	REVIEW

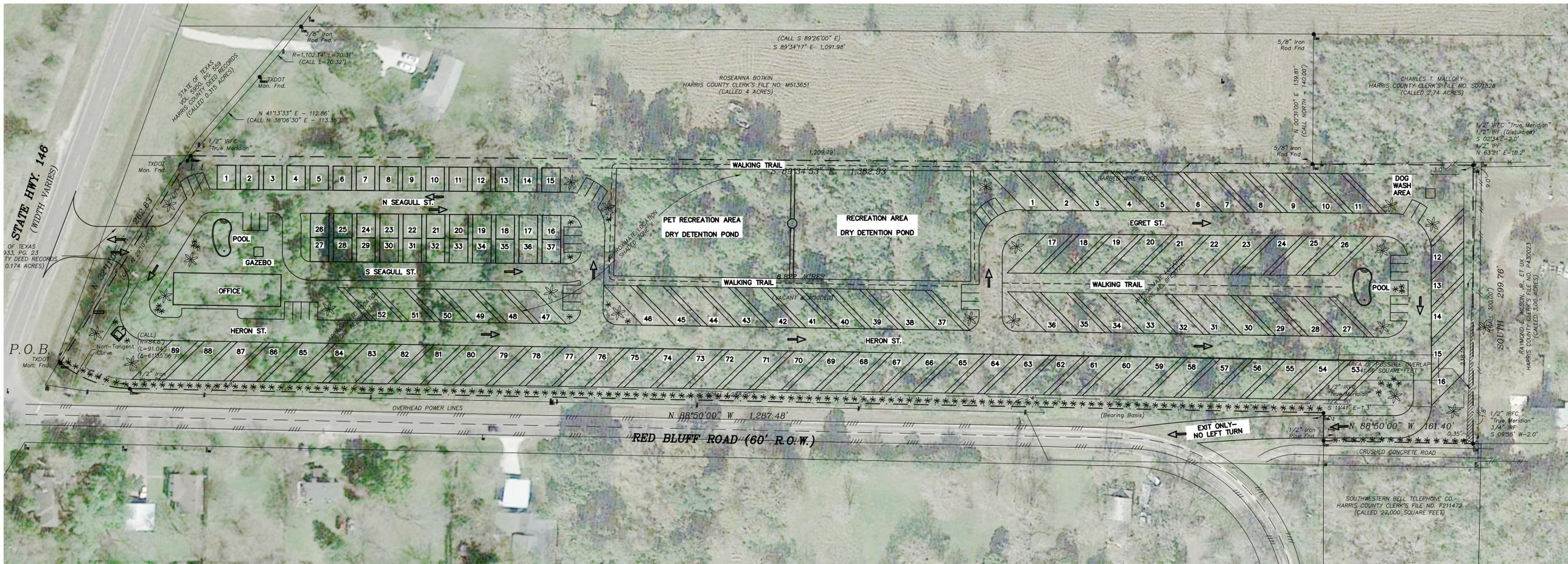
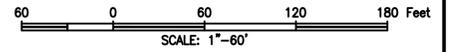
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SANITARY WATER PLAN

DWG:
C4.01

SCALE:
1:60

JOB NO: 16-344 REV: A

FLOOD STAMP
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 ACCORDING TO THE FLOOD INSURANCE RATE MAPS,
 COMMUNITY-PANEL NO. 485507
 1085 L MAP REVISED JUNE 18, 2007. THIS
 PROPERTY LIES IN SHADED ZONE X AND FLOOD
 ZONE AE, BFE = 12.0 FEET.



SEASIDE RV RESORT & CABANA
ADDRESS
SEABROOK, TEXAS

PROJECT:



ISSUED FOR	DATE
	REVIEW

DWG NAME: AERIAL PLAN

DWG: **C5.01**

SCALE: 1:60

JOB NO: 16-344 REV: A

INFORMATION AND DATA CONTAINED IN THIS DRAWING ARE STRICTLY CONFIDENTIAL AND ARE SUPPLIED ON THE UNDERSTANDING THAT THEY WILL BE HELD CONFIDENTIALLY AND NOT REPRODUCED, COPIED OR DISCLOSED TO THIRD PARTIES WITHOUT THE PRIOR WRITTEN CONSENT OF SHELMARK ENGINEERING, LLC

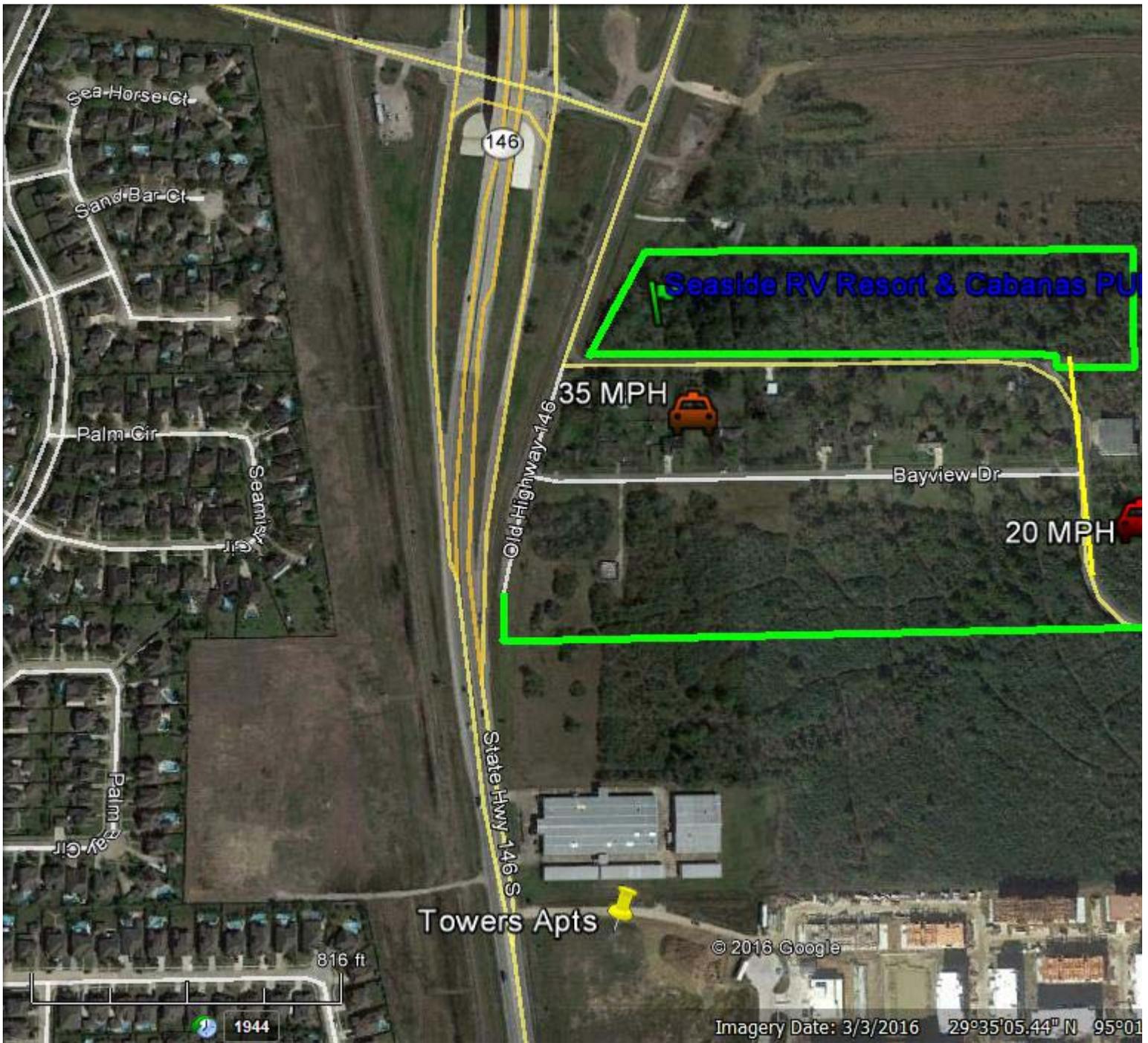


PHOTO EXHIBITS

1. Office-Clubhouse-Fitness-Laundry



2. Pool and Sundeck



3. Lighthouse Feature



4. Dog & Cat Wash



5. RV Park Spaces



Seaside RV Resort & Cabanas – Preliminary PUD Submission



6. Sunset Deck and Fire-pit



7. Fire-pit and Arbor



8. Cabanas



October 28, 2016

Mr. Sean Landis
Director of Community Development
City of Seabrook
1700 First Street
Seabrook, Texas 77586

RE: Seaside RV Resort and Cabanas
Preliminary Traffic Analysis

Mr. Landis,

JKnesek & Associates, Inc. was contracted by Stonemarc One, LLC to determine the potential traffic impact of the planned site rezoning from R-2 to PUD for the Seaside RV Resort and Cabanas on Red Bluff Road in the City of Seabrook, Texas.

The following documents the findings of the preliminary analysis.

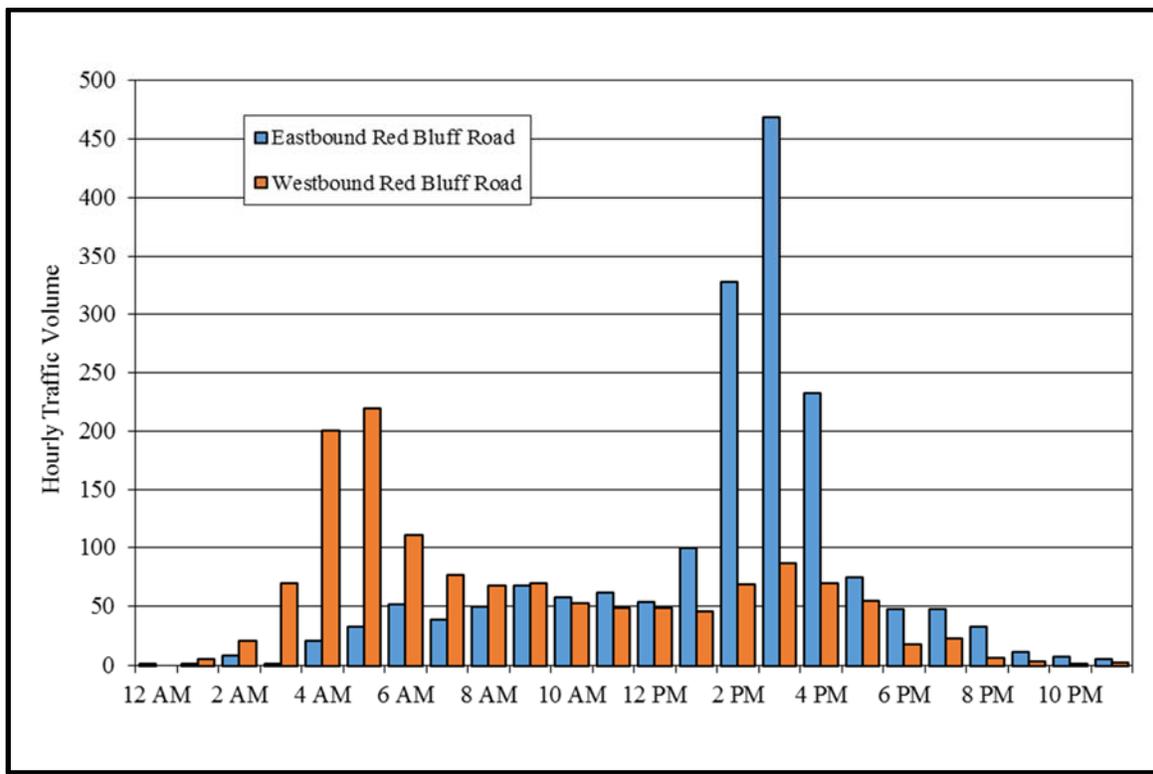
Traffic Volume Counts

24-hour vehicular traffic counts were recorded on Red Bluff Road just east of Old State Highway 146 adjacent to the proposed development on October 6, 2015. The traffic counts indicate that approximately 3,200 vehicles pass the location on the typical weekday and that the majority of vehicular traffic at the location is travelling westbound in the AM Peak period and eastbound in the PM Peak period.

Also, the traffic counts indicate that the eastbound volume is approximately 32% higher than the westbound volume over the 24-hour period. This may indicate some abnormalities in the surrounding roadway system and/or that Red Bluff Road is utilized as a cut-through to avoid traffic congestion in the PM Peak period.

A graphical depiction of the Red Bluff Road 24-hour traffic volume counts is illustrated in **Figure 1**. A detailed account of the 24-hour count is attached.

Figure 1: 24-Hour Traffic Count – Red Bluff Road



According to TxDOT available traffic data, Year 2013 24-hour traffic counts on State Highway 146 ranged from approximately 31,000 to 43,000 vehicles. Available TxDOT traffic data is attached.

Development

Currently, the proposed project area is zoned as C-2. If developed, the tract could include an approximate 75,000 square foot office building.

The proposed development is a recreational vehicle park with 89 recreational vehicle lots and 37 cabins. An exhibit of the proposed development is attached.

Trip Generation

Based on trip generation rates published in the ITE Trip Generation manual (9th edition), a 75,000 square foot office building is projected to generate approximately 117 trips in the AM Peak period and 112 trips in the PM Peak period.

Based on trip generation rates published in the ITE Trip Generation manual (9th edition), 126 occupied camp sites at a campground / recreational vehicle park is projected to generate approximately 32 trips in the AM Peak period and 52 trips in the PM Peak period.

Comparison of the existing zoning and proposed zoning reveals that proposed zoning is projected to produce 86 less trips in the AM Peak period and 60 less trips in the PM Peak period when compared to the existing zoning.

Table 1 provides a summary of the trip generation for the existing and proposed zoning. Additional trip generation data is attached.

Table 1: Trip Generation for the Existing/Proposed Zoning

Zoning	Weekday AM Peak Period		Weekday PM Peak Period	
	Entering	Exiting	Entering	Entering
Existing Zoning	103	14	19	93
Proposed Zoning	11	20	32	20

Sight Distance

According to Table 9-8 in “A Policy on Geometric Design of Highways and Streets” (6th edition) published by the American Association of State Highway and Transportation Officials (AASHTO), the design intersection sight distance for passenger cars performing right turns from a stop to a 20 mph design speed roadway is 195 feet. Table 9-8 is attached.

Preliminary analysis reveals that the estimated sight distance of vehicles performing right turns from the development to Red Bluff Road exceeds the industry standard sight distance described above.

Summary

Traffic counts on Red Bluff Road at the proposed development indicate that approximately 3,200 vehicles utilize the road on a typical weekday. State Highway 146 in the Seabrook – Kemah area is a successful commercial area that carries approximately 10 times the traffic volume of Red Bluff Road in the vicinity of the Red Bluff Tract.

The proposed re-zoning of the project area is projected to reduce the potential generated traffic in the area by 86 vehicles in the AM Peak period and 60 vehicles in the PM Peak period.

Based on the preliminary analysis, right-turning vehicles exiting the proposed development will have ample sight distance.

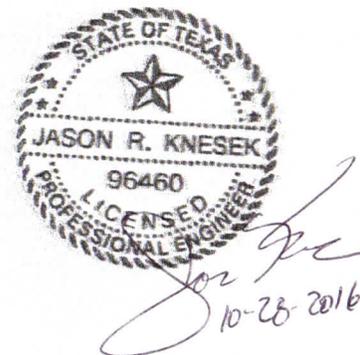
If you have any questions or comments regarding the traffic impact of the planned re-zoning of the project area, please feel free to contact me at 713-775-6490 or jason@jknesek.com.

Thank you.



Jason Knesek, P.E., PTOE
President

Attachments

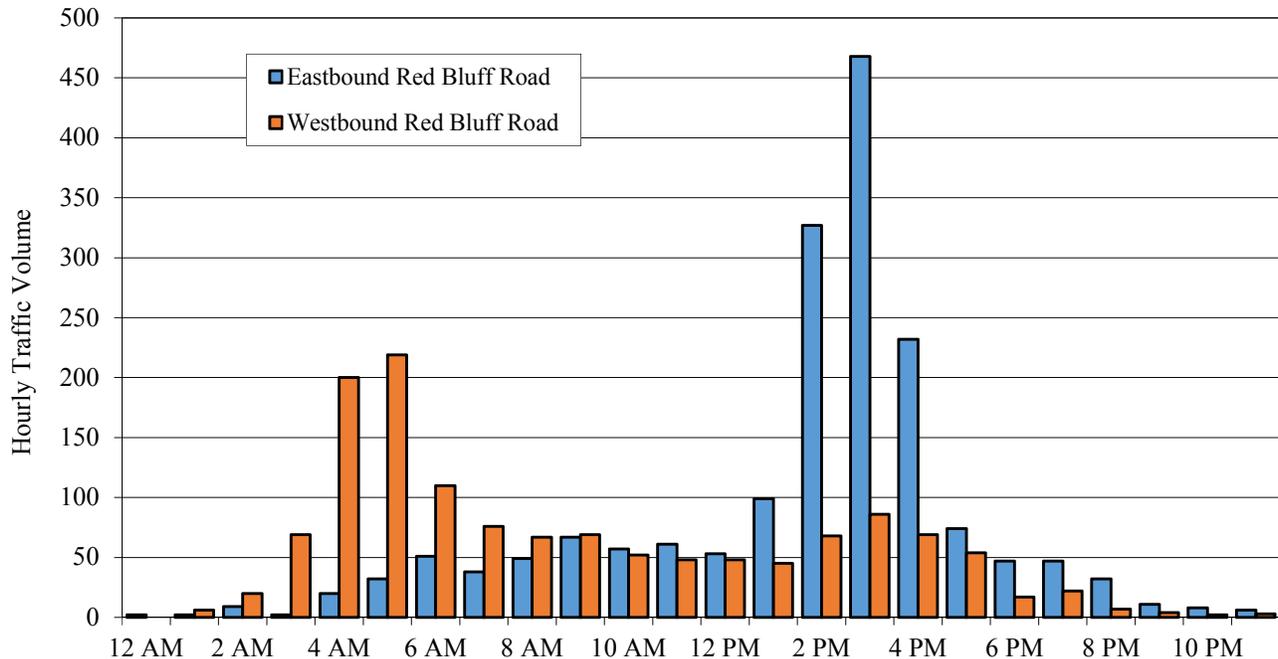


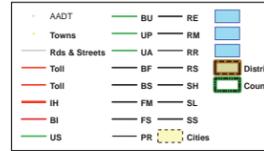
RED BLUFF ROAD - EAST OF OLD STATE HIGHWAY 146

24-Hour Traffic Counts - October 6, 2015

Time Start	Eastbound Red Bluff Road					Westbound Red Bluff Road				
	:00	:15	:30	:45	Ttl.	:00	:15	:30	:45	Ttl.
12 AM	0	0	1	1	2	0	0	0	0	0
1 AM	0	1	0	1	2	1	2	2	1	6
2 AM	3	2	1	3	9	3	6	5	6	20
3 AM	0	0	2	0	2	15	7	18	29	69
4 AM	2	6	4	8	20	30	44	65	61	200
5 AM	9	3	11	9	32	62	48	68	41	219
6 AM	22	9	8	12	51	36	26	27	21	110
7 AM	13	10	8	7	38	22	18	23	13	76
8 AM	9	16	11	13	49	17	17	17	16	67
9 AM	16	22	15	14	67	23	11	17	18	69
10 AM	15	14	9	19	57	12	13	12	15	52
11 AM	16	15	13	17	61	17	12	13	6	48
12 PM	15	9	10	19	53	18	6	14	10	48
1 PM	17	26	23	33	99	13	9	11	12	45
2 PM	54	75	87	111	327	16	16	23	13	68
3 PM	124	104	128	112	468	25	23	19	19	86
4 PM	95	68	38	31	232	23	24	6	16	69
5 PM	15	20	18	21	74	14	16	10	14	54
6 PM	10	17	10	10	47	2	7	5	3	17
7 PM	10	15	8	14	47	4	8	5	5	22
8 PM	10	11	5	6	32	2	1	2	2	7
9 PM	2	3	3	3	11	2	0	1	1	4
10 PM	2	0	1	5	8	1	1	0	0	2
11 PM	2	2	0	2	6	0	3	0	0	3
24 Hour	1,794					1,361				

AM Peak Hour: 270 4:45 AM to 5:45 AM
 PM Peak Hour: 554 3:00 PM to 4:00 PM





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 NOTICE: This map has been prepared for internal use by the Texas Department of Transportation. Accuracy is limited to the validity of available data.
 NOTICE: Volumes set apart with an asterisk (*) include service road volumes only.



2013 HOUSTON DISTRICT TRAFFIC MAP

PREPARED BY THE
 Texas Department of Transportation
 Transportation Planning and Programming Division
 IN COOPERATION WITH THE
 U.S. Department of Transportation



Trip Generation - ITE 9th Edition

Existing Zoning	ITE Code	Units	Quantity	Weekday											
				A.M. Peak of Generator						P.M. Peak Hour of Generator					
				Rate	Total	Entering		Exiting		Rate	Total	Entering		Exiting	
General Office Building	710	sq. ft.	75,000	0.00156	117	88%	103	12%	14	0.00149	112	17%	19	83%	93

Trip Generation - ITE 9th Edition

Proposed Zoning	ITE Code	Units	Quantity	Weekday											
				A.M. Peak of Generator						P.M. Peak Hour of Generator					
				Rate	Total	Entering		Exiting		Rate	Total	Entering		Exiting	
Campground / Recreational Vehicle Park	416	Occupied Camp Sites	126	0.25	32	36%	11	64%	20	0.41	52	62%	32	38%	20

Reduction from Existing to Proposed Zoning		86									60				
--	--	----	--	--	--	--	--	--	--	--	----	--	--	--	--

Table 9-8. **Design Intersection Sight Distance**—Case B2, **Right Turn from Stop**, and Case B3, Crossing Maneuver

Metric				U.S. Customary			
Design Speed (km/h)	Stopping Sight Distance (m)	Intersection Sight Distance for Passenger Cars		Design Speed (mph)	Stopping Sight Distance (ft)	Intersection Sight Distance for Passenger Cars	
		Calculated (m)	Design (m)			Calculated (ft)	Design (ft)
20	20	36.1	40	15	80	143.3	145
30	35	54.2	55	20	115	191.1	195
40	50	72.3	75	25	155	238.9	240
50	65	90.4	95	30	200	286.7	290
60	85	108.4	110	35	250	334.4	335
70	105	126.5	130	40	305	382.2	385
80	130	144.6	145	45	360	430.0	430
90	160	162.6	165	50	425	477.8	480
100	185	180.7	185	55	495	525.5	530
110	220	198.8	200	60	570	573.3	575
120	250	216.8	220	65	645	621.1	625
130	285	234.9	235	70	730	668.9	670
—	—	—	—	75	820	716.6	720
—	—	—	—	80	910	764.4	765

Note: Intersection sight distance shown is for a stopped passenger car to turn right onto or to cross a two-lane highway with no median and with grades of 3 percent or less. For other conditions, the time gap should be adjusted and the sight distance recalculated.



Good Neighbor Commandments

Quiet Time – 10:00 pm - 8:00 am - Respect your neighbor!

Speed Limit – 12 MPH - Safety for our children and pets.

Parking – 1. Empty sites for new RV guest.

2. Grass is for mowing.

3. Concrete is provided at no charge!

4. Driving thru fields?? Why??? No, No!

(Please help us keep the park looking great by keeping your tires on the concrete, your vehicles out of empty sites, not cutting thru sites when driving in the park and not bringing mud from the surrounding fields.)

Vehicle – No pre-warming - Your day may be your neighbor's night.

Pools Hours – 10:00 pm - No late night swim!!! **Children (16 or under) must be accompanied by an adult in the pool area. No exceptions!!!!**

Smoking – Buildings, cabins, & pool areas-*None*.

Butt stations provided! Smoking Fines - \$500.00

Dogs – 1. Leash – Always.

2. Tethering outside – Never.

3. Poop - You Scoop!!!!

4. Cabanas – **Pet Fines - \$500.00**

(Leashes are for your pet's protection, as well as your neighbor's pet even in the surrounding fields.)

SIGN: _____ DATE: _____



CABANA RENTAL AGREEMENT SAMPLE

Renter: _____ **Date:** _____

Renter Name (s): _____
Address: _____
City: _____ State: _____ Zip: _____
Home Phone: _____ Cell Phone: _____
Price based on (2) Occupants with a **Maximum of (4) Occupants:**
List Occupants: (1) _____ (2) _____ (3) _____
(4) _____ Occupancy Start Date: _____
Rental: \$ _____
E-Mail address: _____

Owner agrees to rent the Cabana set forth above beginning on the above said date. The renter agrees to leave the premises in as good a condition as received, reasonable wear and tear expected.

Check in/out: Check in is at or after 12:00 pm. Checkout is at 12:00 pm. You will be charged \$20 each hour if you do not checkout on time. If more than normal cleaning is required you will be charged accordingly.

Security Deposit: All Cabanas require a \$350.00 security deposit. \$100.00 is a non – refundable cleaning fee. \$250.00 is a Security Fee that is refundable. Corporate Cabana rentals require a \$500.00 deposit per Cabana. An inventory will be done upon your departure and any damages or missing items will be taken out of your deposit. If the Cabana is returned in good condition the deposit will be credited back to you after Cabana cleaning and inspection.

Electric Deposit: (For Extended Stay’s only). You will be charged a \$150.00 deposit for 30 amp electric service upon your arrival. Your electric meter will be read upon your arrival and at the end of each four week stay and upon your departure from our resort. You will be billed at the same rate per kilowatt hour that we are billed for your electric service. Final reading and bill will be deducted from your deposit and difference will be charged or refunded. You are responsible for any amount owed over the \$100.00 deposit and that amount can be taken out of your security deposit. [Any Cash Deposit Refunds will be mailed to address on file.](#)

Maintenance and Cleaning: During your stay in a Cabana at Seaside RV Resort, it is your responsibility to perform routine maintenance and cleaning. Examples: Light bulbs, remote control batteries. If you stop up the toilet it is your responsibility to clear the stoppage and clean up any overflow caused by the stoppage. You can come to the office for plunger, mops and buckets. If the damage is due to defect in materials or workmanship it will be our responsibility to make any necessary repairs.

Damage: In the event the renter or their guests, family, or agents cause any damage to the Cabana or any of the Seaside RV Resort property, renter agrees to pay for the cost of the repairs or replacement. Seaside RV Resort agrees to provide an itemized statement of the damage and costs within (30) days your departure upon request.

Persons: The Cabana has been rented to you based upon the number of persons occupying it, as set forth above. If it is determined that the number of persons staying at the Cabana exceeds the number of occupants set forth above, you will be charged **\$100.00 per day** for each person in excess of the number so shown. Owner reserves the right to terminate this agreement for capacity violations with no refunds.

Violations: Owner reserves the right to terminate tenancy, with the loss of rent if renter, or anyone in their party, repeatedly does something they are asked not to do. Including, but not limited to: playing loud music, making excessive noise, having the police called for any reason, causing harm to any part of the property, parking issues, failure to pay rent when due, etc.....

Non Smoking: No Exceptions! Guest(s) acknowledge and understand that **all parts of the Cabana are non-smoking**. Guest(s) agree to pay not less than **\$500.00** for odor abatement if they smoke in the Cabana. **Cigarette butts shall not be left on the grounds**. Such cost will be deducted from the security deposit or the credit card on file. **Damage charge of \$500.00 due to Smoking in Cabana will be charged immediately to credit card on file.**

NO Pet(s) No Exceptions! Guest(s) acknowledge and understand that pets of any type are **NOT** permitted in the Cabana. Guest(s) agrees that any pets found to be in the Cabana will be a violation of this Contract/Agreement, **YOUR CREDIT CARD WILL BE CHARGED \$500.00**, and all Guest(s) will be asked to vacate the premises.

NO REFUNDS/PRORATIONS OR REBATES will be offered.

Right of Entry: Guest(s) acknowledges and understands that owner reserves the right to enter the property at anytime to investigate disturbances, check occupancy, check damages, make repairs, alterations, and improvements as Owner deems necessary.

Key Return: Guest(s) acknowledges and understands that the property is privately owned and that Guests(s) is/are responsible for the return of the property key(s). Guest(s) agrees that if the key(s) are not returned to the Owner at Check-out, Guest(s) will be charged the cost of re-keying or replacing of the lock(s). Guest(s) agrees that by signing this Agreement/Contract, Owners are authorized to charge the deposit for the cost of the re-keying effort.

Repairs-Service Calls: Guest(s) acknowledges and understands that Owner can not guarantee against mechanical failures including but not limited to heating and air units, TV's, VCR/DVD units, Stereo CD Players, Internet, Washer/Dryers, or other appliances.

Guest(s) agree to immediately notify Owner of defective units. Owner will make every reasonable effort to repair or replace defective units as quickly and efficiently as possible. **NO REFUNDS OR REBATES** will be given for failures of mechanical units.

Cleaning: Guest(s) agrees and acknowledges that they will return the Cabana back to the Owner in a clean and tidy manner. Guest(s) agrees to collect all loose trash and deposit it into the dumpster provided upon departure. Guest(s) will be charged for the cost of additional cleaning. Guest(s) agrees that by signing this Agreement/Contract, Owners are authorized to charge the deposit for the cost of the additional cleaning that may be required.

Tenant agrees to hold Owner harmless from any liability arising from injury or death to person or damage to unit caused by act of omission of Tenant or Tenants Guest.

Extended Stay: The rates listed above are based on two guest, additional guests will be charged **\$100.00 extra per person per extended stay period, up to a maximum of four. Extended Stay Reservations (four weeks or 28 days) require full payment of stay at time of reservation.**

Daily/Weekly Stay: Extra guests up to a maximum of four, age thirteen (13) and over are charged an additional charge of **\$3.00 per night**.

A check list is completed by our staff upon arrival and at the end of your stay and will be provided to you at your request. Any missing items at check-out will be charged to your deposit.

No Smoking allowed in Cabanas.

Cabanas are fully furnished and some of the property in your Cabana includes: Television, DVD player, Remote Controls, Bath Towels, Hand Towels, Washcloths, Bath Mats, Bed Spread, Pillows, Sheets, assorted Throw Pillows, Lamps and A/C Remote Controls.

You are also reminded that the unauthorized removal of any property from the premises is a violation of criminal law. This agreement shall be enforced under the laws of the State of Texas.

Charge to move from one Cabana to another is no less than \$75.00 to cover costs of cleaning. Moves need to be done when rent is due at the end of your 28 day stay.

We appreciate and value your business and want your stay with us to be a fun, relaxing and happy RV Resort experience. Please let us know if you notice any areas that need our attention by speaking with the Managers or filling out a comment card. Thank you for your cooperation.

I have read and agree to rent the above mentioned Seaside RV Resort Cabana on the basis and conditions set forth above.

Signature: _____ Date _____

Signature: _____ Date _____

SEASIDE RV RESORT, its Employees or Agents may at their discretion refuse space for rent without reason at anytime. Renter shall have 24 hours to vacate the space and all rents and or utilities must be paid before renter vacates. Failure to comply will result in all utilities and electricity to be disconnected immediately. Electricity and Water are the Property of Seaside RV Resort. Failure to pay rent due is considered "Theft of Services" Texas Penal Code – 30.05 (a) Criminal Trespass.

Name _____ Date _____

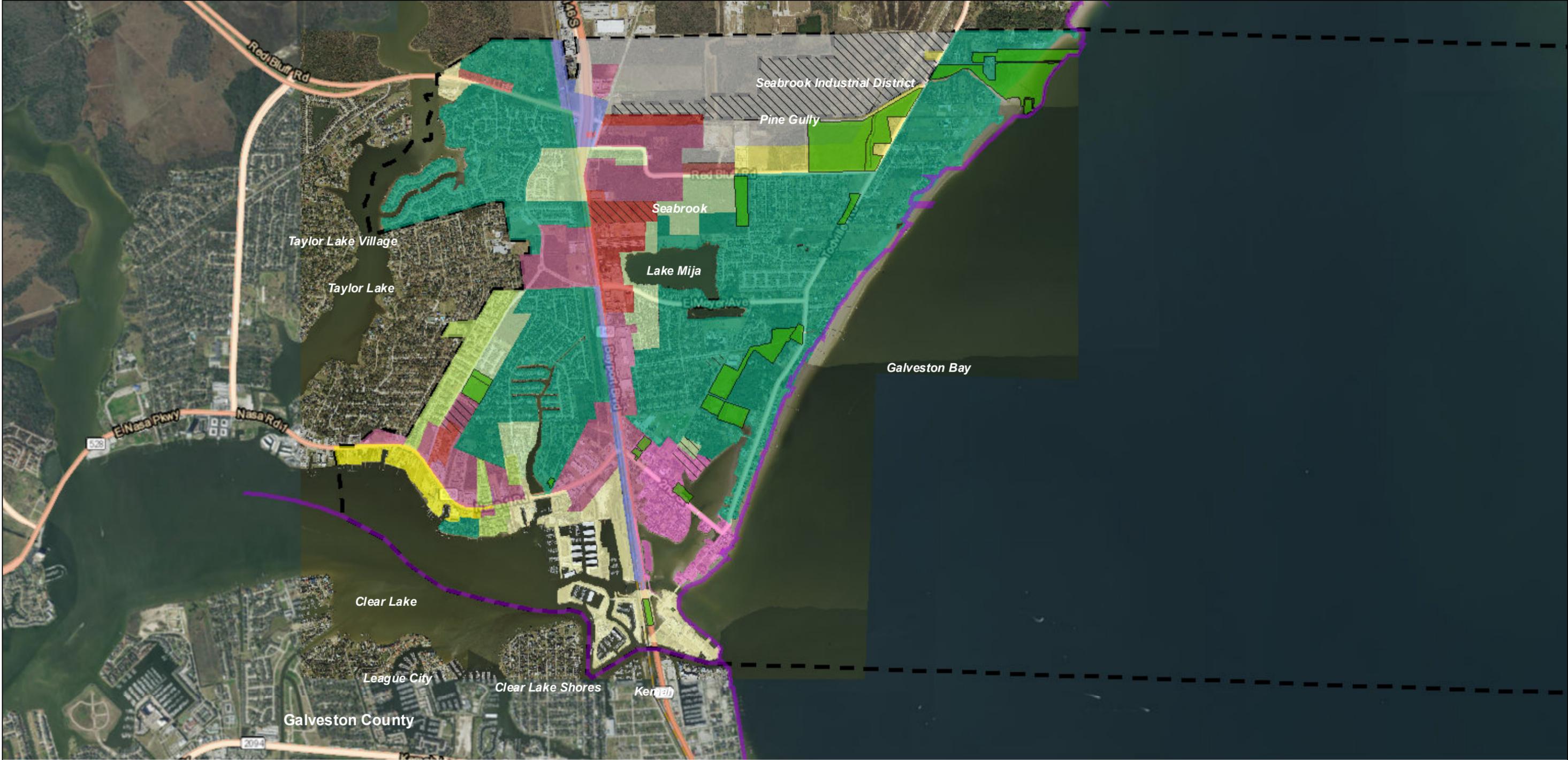
Seaside RV Resort Representative _____ Date _____

IN CASE OF EMERGENCY PLEASE CONTACT

Name _____ Phone # _____

If this form is not returned to our office, we will assume you agree with our inspection and any missing items or damage will be charged to your deposit.

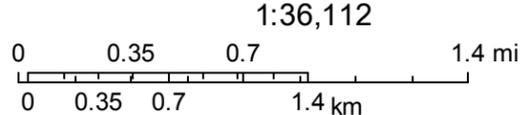
Seabrook Zoning



November 10, 2016

County Limits	C-2 - MEDIUM COMMERCIAL	R-1 - SINGLE FAMILY-DETACHED RESIDENTIAL
Seabrook Industrial District	C-3 - HEAVY COMMERCIAL	R-2 - SINGLE FAMILY-SMALL LOT DETACHED RESIDENTIAL
Park	C-S - SPECIAL COMMERCIAL	R-3 - MEDIUM DENSITY RESIDENTIAL
Zoning	LI - LIGHT INDUSTRIAL	R-LD - LOW DENSITY RESIDENTIAL
PUD	MMU - MARINE MIXED USE	WAD - WATERFRONT ACTIVITY
C-1 - LIGHT COMMERCIAL	OS - OLD SEABROOK	Seabrook City Limits

World Transportation



H-GAC, CobbFendley
 Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors
 Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Sec. 3.15. - Comprehensive land use regulation matrix.

Uses Permitted by Right and Conditional Uses¹

X = Use by right. C = Conditional use permit required. PUD = Planned unit development. * = Active sales office required.

<i>Land Use Activity</i>	<i>R-LD</i>	<i>R-1</i>	<i>R-2</i>	<i>R-3</i>	<i>C-1</i>	<i>C-2</i>	<i>C-3</i>	<i>C-S</i>	<i>WAD</i>	<i>MMU</i>	<i>POD²</i>	<i>OS</i>	<i>MH</i>	<i>LI</i>
<i>Residential Uses</i>														
Apartments				X										
Assisted Living Facilities				X	C	C								
Cluster housing			X	X								X		
Condominium				X					C	C				
Duplex				X								X		
Group homes	X	X	X	X										
Manufactured home / manufactured home park													X	
Single-family detached residence	X	X	X	X								X	X	
Townhouse				X						C				
Zero lot line homes			X	X										

<i>Land Use Activity</i>	<i>R-LD</i>	<i>R-1</i>	<i>R-2</i>	<i>R-3</i>	<i>C-1</i>	<i>C-2</i>	<i>C-3</i>	<i>C-S</i>	<i>WAD</i>	<i>MMU</i>	<i>POD²</i>	<i>OS</i>	<i>MH</i>	<i>LI</i>
<i>Non-Residential Uses</i>														
Accessory building/uses (all uses must be allowed per the zone)	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Alterations, clothing					X	X	X	X	X	X		X		X
Ambulance service						X	X	X						X
Animal training schools						X	X	X						X
Appliance dealers/rental						X	X	X	X	X		X		X
Auction house						C	X					X		X
Auto body repair/ painting							X							X
Auto dealers							X							X
Auto repair/detailing						X	X	X						X
Auto rental and leasing						X	X	X	C	C				X
Auto wrecker service							X							X
Bakers, wholesale							X							X

<i>Land Use Activity</i>	<i>R-LD</i>	<i>R-1</i>	<i>R-2</i>	<i>R-3</i>	<i>C-1</i>	<i>C-2</i>	<i>C-3</i>	<i>C-S</i>	<i>WAD</i>	<i>MMU</i>	<i>POD²</i>	<i>OS</i>	<i>MH</i>	<i>LI</i>
Banks or financial services					X	X	X	X	X	C		C		X
Banquet hall					C	X	X	X	X	C		C		
Barbers/beauty salons/day spa					X	X	X	X	X	X	X	X		X
Bars						C	C		C	C	C			C
Bed and breakfast				C	X	X	X	X	X	X	X	X		X
Bingo parlor						C	C		C	C				C
Boat engine repair and service						C	X	X	C	X				X
Boat hull repair and construction						C	X	C	C	X				X
Boat rental								X	X	X	X	X		X
Boat sales						C	X	X	X	X		C*		X
Bowling alleys						C	X			C				X
Cabinet makers and millwork shops					X	X	X	X	C	X		X		X
Candy and confection, wholesale							X							X

<i>Land Use Activity</i>	<i>R-LD</i>	<i>R-1</i>	<i>R-2</i>	<i>R-3</i>	<i>C-1</i>	<i>C-2</i>	<i>C-3</i>	<i>C-S</i>	<i>WAD</i>	<i>MMU</i>	<i>POD²</i>	<i>OS</i>	<i>MH</i>	<i>LI</i>
Caterers					X	X	X	X	X	X		X		X
Cellular communications tower							C							X
Cemetery or mausoleum	C	C	C	C	C	C	C							X
Charter boat-service					C				X	X	X			
Child day care center					C	X	X					X		X
Child day care family home				C	C							X		
Church / place of worship	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Cigar lounge						X	X	X	X	X	X			X
Cigar and tobacco shop						X	X	X	X	X	X			X
Civic club						C	C	C	C	C		C		C
Commercial automobile parking lot/garage						C	X				X			X
Computer sales and service					X	X	X	X	X	X		X		X
Contractors (with outside storage)							X			C		C		X

<i>Land Use Activity</i>	<i>R-LD</i>	<i>R-1</i>	<i>R-2</i>	<i>R-3</i>	<i>C-1</i>	<i>C-2</i>	<i>C-3</i>	<i>C-S</i>	<i>WAD</i>	<i>MMU</i>	<i>POD²</i>	<i>OS</i>	<i>MH</i>	<i>LI</i>
Contractors (without outside storage)						X	X			X		X		X
Convenience stores (without fuel pumps)					C	X	X	X	X	X		X		X
Copy and duplicating services					X	X	X	X	X	X		X		X
Dancehalls						C	C		C	C	C			X
Dance instruction					X	X	X	X	X	X		X		X
Delivery services						X	X	X		X	X			X
Dinner theatre						X	X		X	X	X	X		X
Domestic animal training schools						X	X	X						X
Dry cleaners (pickup only)					X	X	X	X	X	X		X		X
Electrical equipment and supplies, wholesale						C	X							X
Electronics manufacturer														X
Exterminators and pest control						X	X	X						X
Farm	X													X

<i>Land Use Activity</i>	<i>R-LD</i>	<i>R-1</i>	<i>R-2</i>	<i>R-3</i>	<i>C-1</i>	<i>C-2</i>	<i>C-3</i>	<i>C-S</i>	<i>WAD</i>	<i>MMU</i>	<i>POD²</i>	<i>OS</i>	<i>MH</i>	<i>LI</i>
Fish and seafood, retail					C	X	X	X	X	X	X	C		X
Fish and seafood, wholesale						C	X		X	X				X
Fraternal organizations						C	C		C					C
Funeral home / mortuary					C	X	X							X
Game rooms and billiard parlors						C	C		C	C	C			C
Gasoline service stations / convenience stores						X	X							X
Glass sales, tinting and replacement						X	X	X						X
Golf course/country club	C	C	X	X										X
Greenhouse						X	X							X
Gunsmiths						X	X	X	X	X		X		X
Health club					C	X	X		X	X		C		X
Heavy machinery sales							X							X
High rise (all uses within must be allowed per the zone)									X	C	C	C		

<i>Land Use Activity</i>	<i>R-LD</i>	<i>R-1</i>	<i>R-2</i>	<i>R-3</i>	<i>C-1</i>	<i>C-2</i>	<i>C-3</i>	<i>C-S</i>	<i>WAD</i>	<i>MMU</i>	<i>POD²</i>	<i>OS</i>	<i>MH</i>	<i>LI</i>
Hospice	C					X	X							X
Hospital						X	X							X
Hotels and motels (with full service restaurant)						X	X		X	X	X			X
Hotels and motels (without full service restaurant)						C	C		C	C	C			C
Janitorial services and supplies						X	X	X						X
Kennel, outdoor							X							X
Laundry, self-service						X	X	X	C	C				X
Limousine service					X	X	X	X	C					X
Machine shops and welding							X	X						X
Mailbox rentals					X	X	X	X	C	X		X		X
Mailing service, bulk					X	X	X	X	X	X		X		X
Manufacturing														X
Marina									X	X	X	C		

<i>Land Use Activity</i>	<i>R-LD</i>	<i>R-1</i>	<i>R-2</i>	<i>R-3</i>	<i>C-1</i>	<i>C-2</i>	<i>C-3</i>	<i>C-S</i>	<i>WAD</i>	<i>MMU</i>	<i>POD²</i>	<i>OS</i>	<i>MH</i>	<i>LI</i>
Medical emergency clinics (w/ambulance)										X				X
Medical equipment and supplies						X	X	X		X				X
Medical laboratories					C	X	X	X						X
Monastery or convent	C			C		C	C							C
Motion picture theatre						X	X		C					X
Motorcycle sales and repair						C	X	X						X
Museums					C	C	X		X	X	X	X		X
Nurseries					X	X	X	X				X		X
Nursing homes	C			X	C	C								X
Office, professional					X	X	X	X	X	X	X	X		X
Open air market (all uses must be allowed per the zone)												C		
Pawnbrokers						X	X	X						X
Personal care home (assisted living)				X	X	X	X					C		X

<i>Land Use Activity</i>	<i>R-LD</i>	<i>R-1</i>	<i>R-2</i>	<i>R-3</i>	<i>C-1</i>	<i>C-2</i>	<i>C-3</i>	<i>C-S</i>	<i>WAD</i>	<i>MMU</i>	<i>POD²</i>	<i>OS</i>	<i>MH</i>	<i>LI</i>
Pet shops (Indoor kennels only)					X	X	X	X	X	X		X		X
Printers							X	X						X
Private clubs (as per TABC)						C	C		C	C	C			C
Private schools					X	X	X			X		X		X
Public use (governmental)	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Pumps, industrial sales and service							X							X
Quick lube/oil change						X	X	X						X
Radio/television transmission tower (commercial)										C				X
Recreational vehicle park														C
Recreational vehicle sales, rental and repair							X							X
Recycling center														C
Rental service store (no heavy equipment)						X	X	X						X
Rental, trucks and heavy equipment						X							X	

<i>Land Use Activity</i>	<i>R-LD</i>	<i>R-1</i>	<i>R-2</i>	<i>R-3</i>	<i>C-1</i>	<i>C-2</i>	<i>C-3</i>	<i>C-S</i>	<i>WAD</i>	<i>MMU</i>	<i>POD²</i>	<i>OS</i>	<i>MH</i>	<i>LI</i>
Restaurant equipment and supplies						X	X	X						X
Restaurants					C	X	X	X	X	X	X	X		X
Retail, heavy						X	X	X	X	X				X
Retail, light					X	X	X	X	X	X	X	X		X
Sailmakers					X	X	X	X	X	X		X		X
Sexually oriented business														X
Shipyard									X	X				X
Signs, manufacturing							X	X						
Skating rinks						C	X			X				X
Small engine repair						X	X	X						X
Smoke and head shop							X							X
Sports and recreational arenas										C				X
Stables	C													X

<i>Land Use Activity</i>	<i>R-LD</i>	<i>R-1</i>	<i>R-2</i>	<i>R-3</i>	<i>C-1</i>	<i>C-2</i>	<i>C-3</i>	<i>C-S</i>	<i>WAD</i>	<i>MMU</i>	<i>POD²</i>	<i>OS</i>	<i>MH</i>	<i>LI</i>
Storage, auto; inside							X							X
Storage, auto; outside							C							
Storage, boat; inside							X	X	X	X				X
Storage, boat; outside							X			X				X
Swimming pool and spa sales and supplies					C	X	X	X	C					X
Tele-video production						X	X	X	X	X				X
Theatre					C	X	X		X	X	X			X
Tire dealers and service						X	X	X						X
Trucking company														X
Upholstery shop					C	X	X	X	X	X		X		X
Veterinarians and animal hospitals (no outside kennels)					C	X	X	X	X	X				X
Veterinarians (with outside kennels)							X							X
Warehouse														X

<i>Land Use Activity</i>	<i>R-LD</i>	<i>R-1</i>	<i>R-2</i>	<i>R-3</i>	<i>C-1</i>	<i>C-2</i>	<i>C-3</i>	<i>C-S</i>	<i>WAD</i>	<i>MMU</i>	<i>POD</i> ²	<i>OS</i>	<i>MH</i>	<i>LI</i>
Warehouses, offices and mini							X			X				X
Woodwork shops						X	X	X	X	X		X		X
Yacht/sailing club									X	X		X		

¹ A property is prohibited from having an accessory use/structure without the presence of a principal use/structure.

² Please reference Seabrook Code of Ordinances, Appendix A, Comprehensive Zoning, Section 4.15. The Point Overlay District Regulations, 4.15.04. Uses.

(Ord. No. 94-02, § 2, 2-1-1994; Ord. No. 94-03, § 2, 2-1-1994; Ord. No. 94-26, § 1, 9-20-1994; Ord. No. 94-44, § 1, 1-17-1995; Ord. No. 95-18, art. 1, 10-17-1995; Ord. No. 97-18, § 1, 11-4-1997; Ord. No. 98-25, § 1, 11-3-1998; Ord. No. 98-27, § 1, 11-3-1998; Ord. No. 2001-20, § 3, 9-18-2001; Ord. No. 2001-16, § 2, 7-3-2001; Ord. No. 2003-06, § 2, 7-1-2003; Ord. No. 2005-17, § 2, 8-2-2005; Ord. No. 2006-16, § 3, 10-17-2006; Ord. No. 2007-11, § 4, 7-17-2007; Ord. No. 2008-14, § 2, 11-4-2008; Ord. No. 2009-14, 7-21-2009; Ord. No. 2009-17, 8-18-2009; Ord. No. 2010-03, § 2(att. A), 4-6-2010; Ord. No. 2011-14, § 2(Exh. A), 10-4-2011; Ord. No. 2012-01, § 2(Att. A), 1-17-2012; Ord. No. 2012-04, § 2(Att. A), 2-21-2012; Ord. No. 2012-14, § 2(Att. A), 9-4-2012; Ord. No. 2012-15, § 2(Att. A), 9-4-2012; Ord. No. 2012-23, § 2, 1-8-2013; Ord. No. 2014-19, § 2(Exh. A), 9-2-2014; [Ord. No. 2015-04, § 2\(Exh. A\)](#), 3-17-2015)

**CITY OF SEABROOK
ORDINANCE NO. 2016-28**

AMENDMENT OF EDC BUDGET FOR FISCAL YEAR 2016-2017

**AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING
OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017 FOR THE ECONOMIC
DEVELOPMENT CORPORATION**

WHEREAS, the City Council of the City of Seabrook Approved Budget Ordinance 2016-22 on September 20, 2016; and

WHEREAS, on March 15, 2016, Resolution 2016-02 “EDC Project Designation Relocation and Improvements for Public Works Facilities” was approved; and

WHEREAS, the City Council of the City of Seabrook desires to reallocate approved appropriations from budget 2016-17 line item Economic Development Incentives 707-5620 to the line item 707-6255 Transfer to Enterprise Fund according to Resolution 2016-02; now, therefore

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

THAT, the 2016-17 Adopted Budget for the Economic Development Corporation for the period October 1, 2016 through September 30, 2017 is hereby amended and \$198,250.00 reduces the Economic Development Incentives and allocates these funds to Transfer to Enterprise Fund Project.

AND IT IS SO ORDERED

PASSED, APPROVED AND ADOPTED on first and final reading this the 15th day of November, 2016.

Glenn Royal, Mayor

ATTEST:

Robin Hicks, TRMC
City Secretary

Approved as to form:

Steven L. Weathered
City Attorney



*CITY
OF
SEABROOK*

AGENDA
BRIEFING

Date of Meeting:

Submitter/Requestor: Cook

Date Submitted: 11/07/2016

Presenter: Cook

Description/Subject: City Participation with Texas Coalition of Cities for Utility Issues (“TCCFUI”)

Applicant: N/A

Legal Description: N/A

Request: Consider and take all appropriate action to approve Resolution 2016-24, Authorizing the City of Seabrook with other Texas cities in the Texas Coalition off Cities for Utility Issues (TCCFUI); naming a representative; authorizing payment of an annual fee; and providing an effective date

Purpose/Need: Policy Issue _____ Administrative Issue ___x___

Background/Issue (What prompted this need?):

TCCFUI is a coalition of more than 50 Texas municipalities dedicated to protecting and supporting the interests of the citizens and cities of Texas with regard to utility issues. The Coalition is comprised of large municipalities and rural villages. TCCFUI monitors the activities of the United States Congress, the Texas Legislature, the Public Utility Commission of Texas, the Texas Railroad Commission, and the Federal Communications Commission on utility issues of importance to cities.

Our Purpose

- To provide representation for member cities at all venues where cities have a vested interest in utility issues;
- To educate the staff of member cities;
- To participate in, and influence the results of legal, legislative and regulatory activity affecting the rights of cities with respect to utility and rights-of-way issues;
- To develop model ordinances;

- To provide technical assistance to the membership;
- To establish an active role in the development of telecommunications policy at the Local, State and Federal level;
- To provide other services as may be determined by the membership.

Impacted Parties (Expected/Notified):

Recommended Action:

To approve City of Seabrook to participate with TCCFUI

Attachments:

Fiscal Impact: Budgeted Yes No Finance Officer Review: Yes
Budget Amendment Required Yes No (Not at this time)
Future/Ongoing Impact Yes No
Budget Dept/Line Item Number Various

Funding Comments:

Where on the agenda should this item be placed?

(i.e. Public Hearing, New Business, Old Business, Consent Agenda, Executive Session, etc.)

New Business

Suggested Motion:

Motion to approve Resolution 2016-24, Authorizing the City of Seabrook in the Texas Coalition off Cities for Utility Issues (TCCFUI); naming the City Manager of representative; authorizing payment of an annual fee in an amount of \$478.08; and providing an effective date immediately upon approval

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 _____

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.

(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.

**CITY OF SEABROOK
RESOLUTION 2016-24**

PARTICIPATION IN THE TEXAS COALITION OF CITIES FOR UTILITY ISSUES

A RESOLUTION AUTHORIZING THE PARTICIPATION OF THE CITY OF SEABROOK WITH OTHER TEXAS CITIES IN THE TEXAS COALITION OF CITIES FOR UTILITY ISSUES; PROVIDING FOR A REPRESENTATIVE TO THE COALITION AND FOR OTHER REASONABLE AND NECESSARY STEPS; AUTHORIZING PAYMENT OF A PARTICIPATION FEE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, market forces, technological changes, utility industry practices, and federal and state legislative and administrative body rulemaking have greatly impacted the ability of cities to maintain local control of land use decisions, city property, utility rate regulatory authority, and to preserve city revenue streams and a meaningful role for cities as a process participant; and

WHEREAS, it is imperative that cities stay informed in these matters, and participate and work cooperatively to protect the interests of cities and the public; and

WHEREAS, there exists among Texas cities a strong interest in participating in a common effort to protect these interests;

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

Section 1. That the City of Seabrook agrees to participate with such other Texas cities in the Texas Coalition of Cities For Utility Issues (“TCCFUI”). TCCFUI will (a) collect, analyze, discuss and distribute information on utility related matters; (b) participate and develop positions in utility regulatory body rulemaking dockets and on bills proposed in the legislature relating to utility matters, right of way fees and right of way management; and (c) work cooperatively with Texas cities and local government organizations on matters relating to utility franchises, right of way fees and right of way management.

Section 2. The City authorizes payment to the TCCFUI of the annual participation fee.

Section 3. That the City Manager is authorized to select a representative to attend and participate in meetings of the TCCFUI board on behalf of City and to take any other steps reasonable and necessary to comply with the intent of this resolution.

Section 4. That this resolution shall take effect immediately from and after its passage.

PASSED, APPROVED AND RESOLVED this 15th day of November, 2016.

Glenn Royal
Mayor

ATTEST:

Robin Hicks, TRMC
City Secretary



*CITY
OF
SEABROOK*

AGENDA
BRIEFING

Date of Meeting:

Submitter/Requestor: Cook

Date Submitted: 11/07/2016

Presenter: Cook

Description/Subject: Resolution 2016-25. Sanitation Rate Update

Applicant: N/A

Legal Description: N/A

Request: Consider and take all appropriate action on Resolution 2016-25, Sanitation Rate Update, as per the Waste Management contract approved November, 2014, for a CPI Adjustment and contractual adjustment on the Commercial Dumpsters.

Purpose/Need: Policy Issue Administrative Issue

Background/Issue (What prompted this need?):

Impacted Parties (Expected/Notified):

Recommended Action:

Staff recommends approval of this increase per the active contract. In 2017, staff is planning to rebid these services.

Attachments:

Resolution 2016-25

CPI Letter from Waste Management

Exhibit 1

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

Finance Officer Review: Yes

Budget Dept/Line Item Number Various

Funding Comments:

Where on the agenda should this item be placed?

(i.e. Public Hearing, New Business, Old Business, Consent Agenda, Executive Session, etc.)

New Business

Suggested Motion:

Motion to approve Resolution 2016-25, Sanitation Rate Update, as presented

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.

**CITY OF SEABROOK
RESOLUTION NO. 2016-25**

UPDATE IN SANITATION PROCEDURES AND RATES

A RESOLUTION REESTABLISHING SANITATION PROCEDURES AND UPDATING RESIDENTIAL CHARGES AND COMMERCIAL CHARGES FOR SANITATION SERVICES AND REPEALING RESOLUTION NO. 2015-02.

WHEREAS, the City Council of the City of Seabrook approved a new contract with Waste Management Inc on November 18, 2014, which amended the city residential and commercial sanitation procedures and rates;

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

THAT, sanitation procedures and rates for residential and commercial customers shall be revised effective with the billing cycle beginning January, 2016 in accordance with the new contract. Such revisions are shown on Exhibit 1 which is attached and made a part of this Resolution.

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

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

THAT Resolution 2015-02 is hereby repealed with the adoption of Resolution 2016-25.

AND IT IS SO ORDERED.

PASSED, APPROVED AND ADOPTED THIS 15TH DAY OF NOVEMBER, 2016.

GLENN ROYAL, MAYOR

ATTEST:

ROBIN HICKS, TRMC
CITY SECRETARY

EXHIBIT 1

**Base Rates
City of Seabrook, Texas
January 1, 2017**

(All Rates Include the City's Franchise Fee and Billing Fee)

Residential –\$21.58/per month
 Commercial Hand Collect -\$47.22/per month
 Multi-Family Recycle- \$3.06/per family unit per month

Container Size	Commercial Collection Frequency					
	1x/wk	2x	3x	4x	5x	6x
2yd.	\$110.39	148.62	183.33	213.29	235.82	280.75
4yd.	\$140.56	248.46	281.66	367.74	468.50	560.69
6yd.	\$182.54	334.65	406.85	556.84	701.60	857.37
8yd.	\$247.34	423.86	551.52	742.08	954.85	1138.22

Compactor per pick up

	Haul Rate	Disposal	Total
40 cubic yard	\$293.32	439.96	733.28
28 cubic yard	\$293.32	307.97	601.29

Front Load Compacted per cubic yard \$20.82

Castor Charge per container per month \$25.75 limited to 2 cubic yard containers

Extra Pick up Fee

2 yd.	80.96
4 yd.	109.61
6yd.	138.26
8 yd.	169.40

Permanent Roll-off Bins:

Delivery Fee 0

Rental Per Month: 161.92

Rental per day 6.12

	Haul	Disposal	Total
20 cubic yard	232.19	210.21	442.40
30 cubic yard	232.19	315.32	547.51
40 cubic yard	232.19	420.42	652.61
Misc. Rates			
Dead Head Fee	228.39		
Relocate Fee	137.05		
Truck Time	137.04/hour		

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



October 19, 2016

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

RE: Notice of January 1 Price Adjustment

Dear Ms. Cook,

Pursuant to section "9.01, Base Rate Adjustment", of the Municipal Solid Waste Collection and Transportation Agreement between the City of Seabrook and Waste Management, "Commencing on January 1, 2016, and continuing annually on each anniversary of the Commencement Date of this Agreement, the Base Rates for services shall be adjusted by the same percentage as the CPI" (Schedule A, attached).

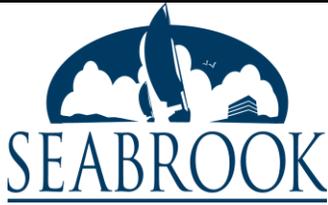
	<u>Sept, 2015</u>	<u>Sept, 2016</u>	<u>Index Change</u>	<u>% Change</u>
"Garbage & Trash Collection":	433.843	439.707	5.864	1.35%

Section 9.01 also outlines a contractual rate increase for "Commercial Unit Dumpsters, that will increase by 12% on January 1, 2017, over and above the CPI." The CPI adjustment on residential and the fixed PI (w/CPI) on Commercial Units is reflected in the revised Schedule A.

As always, Waste Management appreciates the opportunity to serve the City of Seabrook, and we will continue to do everything in our power to earn your business.

Sincerely,

Raymond Franks
Waste Management of Texas, Inc.
Public Sector Solutions Manager



OF SEABROOK

AGENDA BRIEFING

Date of Meeting: 11/15/16

Submitter/Requestor: Arthur Chairez

Date Submitted: 10/31/16

Presenter: Arthur Chairez

Description/Subject: Bid Award for Hester’s Gully Drainage Improvements Project 2016-10

Purpose/Need: Drainage Improvements

Background/Issue: CIP Number D7 - the city acquired property located at 3026 Todville Rd. for the purpose of improving drainage within the Hester Gully watershed. The improvements include clearing and grubbing the property and construct a wooden access bridge for maintenance. This is a Hurricane Ike Disaster Recovery Project funded through GLO Round 2 Funds.

Impacted Parties: Citizens, Council, Public Works

Miscellaneous Comments: On 10/20/2016, Hester Gully Drainage Improvements Project 2016-10 was opened and 5 bids were received. During the final review process, the City's Grant Administrator, Riveron Corp, discovered and identified that official notifications were missing. This project is receiving federal funds through the Texas General Land Office (GLO), and as a requirement, the City of Seabrook shall make efforts to notify Section 3 Businesses of the project bids. City Staff has made a good faith effort to notify Section 3 Businesses of project bids, but the City’s section 3 plan includes special notices to various organizations to insure that the process is followed and the funding is not jeopardized when future audits are conducted.

Recommended Action: Due to insufficient posting, staff recommends rejecting the bids and rebidding the project with proper notifications in all areas.

Texas Local Government Code 252.043 (f) authorized the governing body to reject bids. In addition, Section 5.09, Purchasing Procedure, allows for the authorization to reject any or all bids in accordance with state law.

Attachments: Engineer recommendation letter, Bid tabulation

Fiscal Impact: Budgeted ___ Yes ___ No Finance Officer Review:
Budget Amendment Required ___ Yes ___ No
Future/Ongoing Impact ___ Yes ___ No
Budget Dept/Line Item Number _____
Approximate Total Amount of Expenditure 100,000

Where on the agenda should this item be placed: Bid Awards

Suggested Motion: Recommend that the current bids be rejected and rebid project.

Approvals:

Initials

Date

Approved by City Manager (If applicable) _____

(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.

November 3, 2016

Mr. Arthur Chairez
Director of Public Works
City of Seabrook
1700 First Street
Seabrook, Texas 77586

Re: **Recommendation to Reject Bids**
Hester's Gully Drainage Improvements
Seabrook Project No. 2016-10

Dear Mr. Chairez,

Bids for the referenced project were received on October 20, 2016 and a tabulation of those are attached to this letter. As you are aware, this project is receiving federal funds through the Texas General Land Office (GLO), and as a requirement, the City of Seabrook shall make efforts to notify Section 3 Businesses of the project bids. City Staff has made a good faith effort to notify Section 3 Businesses of project bids, but the City's Section 3 plan includes special notices to various organizations to insure that the process is followed and the funding is not jeopardized when future audits are conducted. In order to fully comply with the stated requirements, we are recommending that the City reject all bids and rebid the project with the necessary notifications. If you have any questions or require additional information, I can be contacted at 713-462-3242.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.



Brad Matlock, P.E.
Principal

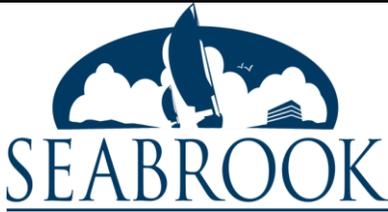
cc: Gayle Cook, City of Seabrook
Sherri Riveron, Riveron Corp.
File

Attachment

Client: City of Seabrook
 Project Name: Hester's Gully Drainage Improvements
 BID DATE: October 20, 2016

Item No.	Spec. No.	Item Description	Unit	Quantity	Bidder No.1		Bidder No.2		Bidder No.3		Bidder No.4		Bidder No.5	
					RAC Industries, LLC		Crawley Shoreline Construction, Inc.		GCP Contractors, LLC		Padgett Shoreline Construction, Inc.		WadeCon, LLC	
					Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
BASE BID														
SECTION 1 - SITE PREPARATION FOR EARTH WORK														
1	01502	Mobilization, Demobilization, and Furnish Performance, Payment, Maintenance Bonds, and Insurance in Accordance with the Bid Contract Documents, 5% Maximum of Total Contract Amount	LS	1	\$ 7,130.00	\$ 7,130.00	\$ 3,100.00	\$ 3,100.00	\$ 39,000.00	\$ 39,000.00	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00
2	02233	Clearing and Grubbing	AC	0.45	\$ 18,060.00	\$ 8,127.00	\$ 55,555.56	\$ 25,000.00	\$ 12,000.00	\$ 5,400.00	\$ 45,000.00	\$ 20,250.00	\$ 20,000.00	\$ 9,000.00
3	02201	Site Grading	SY	2182	\$ 3.70	\$ 8,073.40	\$ 4.58	\$ 10,000.00	\$ 8.00	\$ 17,456.00	\$ 9.17	\$ 20,008.94	\$ 14.00	\$ 30,548.00
4	SHEET 9 OF 10	Barbed Wire Fence (Wood Posts) and Gate	LF	290	\$ 9.20	\$ 2,668.00	\$ 15.00	\$ 4,350.00	\$ 11.00	\$ 3,190.00	\$ 25.87	\$ 7,502.30	\$ 10.00	\$ 2,900.00
5	SHEET 5 OF 10	12' Cattle Gate Painted Green	EA	1	\$ 1,150.00	\$ 1,150.00	\$ 1,500.00	\$ 1,500.00	\$ 1,700.00	\$ 1,700.00	\$ 600.00	\$ 600.00	\$ 2,500.00	\$ 2,500.00
SUBTOTAL SECTION 1						\$ 27,148.40		\$ 43,950.00		\$ 66,746.00		\$ 68,361.24		\$ 49,948.00
SECTION 2 - PAVING														
6	02921	Furnish, Install, Fertilize and Water Hydro-Mulch Seeding for Erosion Control, Complete in Place	AC	0.45	\$ 5,877.80	\$ 2,645.01	\$ 6,666.67	\$ 3,000.00	\$ 3,910.00	\$ 1,759.50	\$ 5,556.00	\$ 2,500.20	\$ 5,000.00	\$ 2,250.00
7	01570	Furnish, Install, and Remove Reinforced Filter Fabric Fence, Complete in Place	LF	745	\$ 3.50	\$ 2,607.50	\$ 5.00	\$ 3,725.00	\$ 4.00	\$ 2,980.00	\$ 3.36	\$ 2,503.20	\$ 3.00	\$ 2,235.00
SUBTOTAL SECTION 2						\$ 5,252.51		\$ 6,725.00		\$ 4,739.50		\$ 5,003.40		\$ 4,485.00
SECTION 3 - STORM SEWER														
8	SHEET 10 OF 10	Pedestrian Bridge, Complete in Place Per Detail	EA	1	\$ 16,838.00	\$ 16,838.00	\$ 39,500.00	\$ 39,500.00	\$ 30,000.00	\$ 30,000.00	\$ 41,000.00	\$ 41,000.00	\$ 60,000.00	\$ 60,000.00
SUBTOTAL SECTION 3						\$ 16,838.00		\$ 39,500.00		\$ 30,000.00		\$ 41,000.00		\$ 60,000.00
SUBTOTAL SECTION 1						\$ 27,148.40		\$ 43,950.00		\$ 66,746.00		\$ 68,361.24		\$ 49,948.00
SUBTOTAL SECTION 2						\$ 5,252.51		\$ 6,725.00		\$ 4,739.50		\$ 5,003.40		\$ 4,485.00
SUBTOTAL SECTION 3						\$ 16,838.00		\$ 39,500.00		\$ 30,000.00		\$ 41,000.00		\$ 60,000.00
TOTAL BID PRICE						\$ 49,238.91		\$ 90,175.00		\$ 101,485.50		\$ 114,364.64		\$ 114,433.00

Note: Highlighted prices show calculation errors corrected by engineer.



CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: 11/15/16

Submitter/Requestor: Arthur Chairez

Date Submitted: 11/04/16

Presenter: Arthur Chairez

Description/Subject: Seabrook 2016 Sanitary Sewer Rehabilitation Project 2016-14

Purpose/Need: Need to repair 6" & 8" sanitary sewer line on back utility easement of Allegro Dr, Beechcraft Street, and Coronado Street by the Cured in Place Pipe (CIPP) lining and pipe bursting methods.

Background/Issue: The sanitary sewer lines are ABS Truss/Concrete Pipes with numerous joints leaking with vertical and horizontal cracks on the pipes.

Impacted Parties: Public Works, BuyBoard and Insituform Technologies, Inc.

Miscellaneous Comments: This project is a continuing effort by the Utility Department to reduce infiltration and leakage into the sanitary sewer system to prevent blockages & overflows. It also adds more capacity, improves operations at the WWTP and the overall infrastructure of the sanitary sewer system.

Recommended Action: Accept proposal from Insituform Technologies Inc. to rehabilitate the 6 & 8 inch sanitary sewer mains on Allegro Dr, Beechcraft Street, and Coronado Street through the BuyBoard.

Attachments: Proposal from Insituform Technologies Inc., Contract and map w/links

Fiscal Impact: Budgeted [X] Yes ___ No Finance Officer Review:
Budget Amendment Required ___ Yes [X] No
Future/Ongoing Impact ___ Yes [X] No
Budget Dept/Line Item Number 912-6100
Approximate Total Amount of Expenditure \$ 101,630.40

Where on the agenda should this item be placed: Bid Awards

Suggested Motion: Approve the proposal from Insituform Technologies Inc. through the BuyBoard in the amount of \$ 101,630.40 to repair 6 inch and 8 inch sewer mains on Allegro Dr, Beechcraft Street, and Coronado Street. This is a budgeted item.



11702-B Grant Road,
Suite 127
Cypress, TX 77429
Phone:281-467-2865
Fax: 866-575-8422

October 13, 2016

Mr. Arthur Chairez
City of Seabrook
1700 First Street
Seabrook, TX 77586

Proposal

Project Name: **Seabrook * 2016 Sanitary Sewer Rehab Project**

INSITUFORM TECHNOLOGIES, LLC. herein proposes to furnish a proposal for all labor, materials, equipment, and services necessary to reconstruct the referenced project utilizing the Texas Statewide Cooperative Purchasing Contract administered through the Buy Board.

ASSUMPTIONS AND QUALIFICATIONS

The city of Seabrook will provide all necessary access to manholes, permits, and water for rehabilitation. .

PROPOSAL PRICING

Seabrook					
2016 Sewer Rehab					
Bid Item		Unit of	Per Bid		
per Docs	Description	Measure	Quantity	Bid Price	Total
1	Travel and Mobilization (CIPP Crew)	EA	1	\$ 1,500.00	\$ 1,500.00
2	Re-televis 8" after obstruction removals	LF	835	\$ 3.00	\$ 2,505.00
3	Remote Obstruction removal	EA	4	\$ 425.00	\$ 1,700.00
4	External Obstruction removal to complete TV PB segments	EA	1	\$ 2,175.00	\$ 2,175.00
5	8" x 6.0mm	LF	1,223	\$ 30.00	\$ 36,690.00
6	6" - 12" CIPP Setup Charge Per Install Length	LF	1,223	\$ 5.80	\$ 7,093.40
7	Internal reconnects	EA	35	\$ 200.00	\$ 7,000.00
8	Travel and Mobilization (Pipeburst Crew)	EA	1	\$ 1,500.00	\$ 1,500.00
9	Burst existing 6" or 8" to 8" IPS SDR 19 (8'- 12' deep)	LF	425	\$ 40.00	\$ 17,000.00
10	8" - 12" Pipeburst Setup Charge Per Install Length	LF	425	\$ 2.00	\$ 850.00
11	Remove and replace cleanout	EA	1	\$ 2,000.00	\$ 2,000.00
12	Access Pit (8'-12' deep)	EA	2	\$ 950.00	\$ 1,900.00
13	External reconnect (8'- 12' deep) including hand digging	EA	5	\$ 1,000.00	\$ 5,000.00
14	Re-Route service line	EA	1	\$ 2,450.00	\$ 2,450.00
15	8" Post TV Inspection	LF	1,648	\$ 2.00	\$ 3,296.00
16	Restoration after pipebursting	EA	1	\$ 3,000.00	\$ 3,000.00
17	P & P Bonds	LS	1	\$ 1,980.00	\$ 1,980.00
Original contract					\$ 97,639.40
CO1.1	Re-televis 8" after obstruction removals	LF	(72)	\$ 3.00	\$ (216.00)
CO1.2	Remote Obstruction removal	EA	(1)	\$ 425.00	\$ (425.00)
CO1.3	Burst existing 6" or 8" to 8" IPS SDR 19 (8'- 12' deep)	LF	(72)	\$ 40.00	\$ (2,880.00)
CO1.4	8" - 12" Pipeburst Setup Charge Per Install Length	LF	(72)	\$ 2.00	\$ (144.00)
CO1.5	External reconnect (8'- 12' deep) including hand digging	EA	7	\$ 1,000.00	\$ 7,000.00
CO1.6	Re-Route service line	EA	(1)	\$ 2,450.00	\$ (2,450.00)
CO1.7	8" Post TV Inspection	LF	(72)	\$ 2.00	\$ (144.00)
CO1.8	Point Repair 8" - in lieu of an Obstruction Removal	EA	1	\$ 3,250.00	\$ 3,250.00
Change Order # 1 Request					\$ 3,991.00
Revised Contract Value					\$ 101,630.40

Insituform® Proposal: Seabrook * 2016 Sanitary Sewer Rehab Project

PROPOSAL INCLUSIONS

The prices stated in this proposal include:

1. Mobilization and Demobilization
2. Confined space safe entry practices
3. Standard Insurance
4. Payment and performance bond

PROPOSAL EXCLUSIONS

Not included in the prices stated in this estimate are costs associated with the items listed below. These items, if needed or found to be applicable, would be provided by **INSITUFORM TECHNOLOGIES, LLC.** at your additional cost; or would be furnished by others, at your direction, at no cost to **INSITUFORM TECHNOLOGIES, LLC.:**

1. Bypass Pumping
2. *If any hazardous or toxic materials are encountered during the project, the Owner will be responsible for the removal and disposal of the materials.*
3. Legal dumpsite for debris resulting from pipe cleaning.
4. TxDOT Traffic Control Plan & Permit
5. Project permits and/or local licenses.
6. State and local sales and/or use taxes on the value of the project.
7. Additional premiums for special insurance coverage(s) particular to this project.

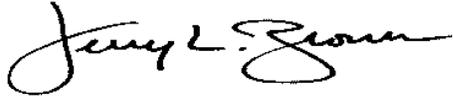
PROPOSAL TERMS AND CONDITIONS

- a) Limits of Liability. In consideration of **INSITUFORM TECHNOLOGIES, LLC.**'s agreement to maintain no less than \$5,000,000 of comprehensive general liability insurance in the form required by the Contract, **INSITUFORM TECHNOLOGIES, LLC.**'s liability to the Owner for any matter covered by such insurance will be limited to the extent of such insurance and the Owner will indemnify and hold **INSITUFORM TECHNOLOGIES, LLC.** harmless from any third party claims covered by such insurance to the extent such claims exceed the limits of such insurance. Neither party shall be liable to the other for consequential damages relating to the contract. In case of conflict between this provision and any other provision in the Contract as ultimately executed, this provision shall govern and prevail.
- b) LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
- c) MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.
- d) PROPOSAL SUBJECT TO NEGOTIATION OF OTHER STANDARD TERMS OF AGREEMENT. This proposal is subject to agreement of the parties on other terms and conditions as are customary.
- e) Quantities are estimated. Unit prices apply for actual invoice and payment.
- f) Payments are due at net within 30 days of invoice. Final payment is due within 30 days of completion.
- g) Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.
- h) Prices stated are in effect for thirty days from the date of this proposal. The acceptance period may be extended at the sole option of **INSITUFORM TECHNOLOGIES, LLC.**
- i) Conflicts. In case of conflict between the provision of the aforesaid paragraphs and any other provision in the Contract as ultimately executed the provisions as set forth above shall govern and prevail.

OFFERED BY

INSITUFORM TECHNOLOGIES, LLC

Insituform® Proposal: Seabrook * 2016 Sanitary Sewer Rehab Project



**JERRY L. BROWN,
BUSINESS DEVELOPMENT MANAGER**

ACCEPTED _____

CITY OF SEABROOK, TX

**Reviewed and approved on 10/13/16 by :
Andy Ozment, Area Manager**

CONTRACT

THE STATE OF TEXAS ⤵

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS ⤵

THIS CONTRACT, made and entered into this 18th day of October, 2016, by and between the City of Seabrook, a municipal corporation, hereinafter called "CITY," and **Insituform Technologies, LLC, a corporation** hereinafter called the "CONTRACTOR," and referred to in the masculine pronoun singular whether a person, firm or corporation, WITNESSETH:

1. The Contractor agrees at his own cost to furnish all tools, labor, materials, machinery and appliances for the construction of, delivery, and/or to perform the services for the referenced project in accordance with the required specifications and instructions of the City in a safe, good, sound, workmanlike manner, in strict accordance with this contract, for the following project:

City of Seabrook

Project Name: **Seabrook 2016 Sanitary Sewer Rehabilitation Project 2016 - 14**

In consideration of the sum of **One Hundred and One Thousand Six Hundred Thirty Dollars and Forty Cents (\$101,630.40)**, (which sum is only an estimate if unit prices are included in the Contractor's Bid Proposal) to be paid to him by the City in the manner and at the time or times provided in the Contract specifications attached hereto as Exhibit A and incorporated herein by reference. The Contractor agrees that if the scope of the Project is determined by the City to have changed after receipt of the subject bid that the amount of the referenced consideration is subject to adjustment, **only on proper prior written agreement of the parties**. Should the parties be unable to reach an agreement for adjustment under these circumstances, the City shall be entitled to terminate this agreement upon written notice, without any further obligation or cost. The work shall begin promptly from the date of signing of this contract, and shall be finished and fully completed within **60** calendar days.

2. The Contractor agrees that the returns and estimates of the City shall be conclusive of

the amount of work completed and the sums to be paid therefor; and said Contractor shall not be entitled to be paid for any extra work which has not been previously ordered in writing by the City. When the Contractor completes the work provided for in this contract in strict accordance with the plans and specifications, the City shall, upon said work being finally accepted by said City, pay the Contractor the unit prices set out in full in the part hereof, pursuant to the attached Proposal, heretofore referred to as "Exhibit A."

It is understood that payment of the said amounts, except where otherwise provided in this contract, shall be given and received as payment in full for all the work and material described generally in Section One (1) hereof which is to be performed and furnished by the Contractor, and said prices shall be considered as including and comprehending the completion of the whole work, the bids herein being made for a complete work and not for parts of a work.

It is, however, further agreed by the parties hereto as applicable, that on or about the first day of each month during the progress of this work, an estimate shall be made by the City of the value of the completed work done during the previous month, and when such estimate is approved, the City shall, on or about the 15th day of the month, make payment of said estimate, ~~deducting therefrom the appropriate retainage amount (if any) prescribed in the specifications as an agreed amount to be retained by the said City as security that the work described herein will be completed in accordance with this contract and the plans and specifications attached hereto.~~ When the work provided for herein shall have been completed by said Contractor to the entire satisfaction of the City, Mayor and City Council, the said City within thirty (30) days thereafter shall pay to the said Contractor the full amount of the contract price, according to the final estimate of the City, less any amounts theretofore paid on monthly estimates.

~~A retainage of up to 10% of the amount due the Contractor may be held by the City until final acceptance by the City, unless payment is made in a lump sum.~~

3. Whenever payments on this contract are being made wholly or partially from a fund or funds received by the City as a grant or loan from any agency of the United States of America and payment of any estimate (including a final estimate) is not made within the specified time by reason of the fact that funds therefore have not been received from such Federal Agency, the time for payment of such estimate shall be extended until such time as said funds are received from such Federal Agency. Under no condition or circumstances shall the City be liable for any interest upon payments due the Contractor where the delay or delays past the due dates of such payment or payments are due directly or indirectly to any act or omission upon the part of any agency of the United States of America as part of said grant or loan. Under no condition or circumstance shall the City be liable to the Contractor for any part of any such grant or loan and the Contractor shall not be paid for the proportionate part of said work covered by said grant or loan except with monies delivered to the City by the agency of the United States of America as part of the said grant or loan.

4. The Contractor has carefully examined the surface of the site and has made sufficient tests as to fully satisfy himself that such site is a correct and suitable one for this work and he assumes full responsibility therefor. The provisions of this contract shall control any inconsistent provisions contained in the specifications. All plans and specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this contract be more strongly construed against the City than against the Contractor and his surety. Any ambiguity or uncertainty in the plans, drawings or specifications shall be interpreted and construed by the City and its decision shall be final and binding upon all parties.

An operation, once started, is to be carried through to completion. The project inspector shall be provided ample opportunity to inspect all lines before backfilling. Contractor shall maintain and provide adequate ingress-egress for traveling public during construction operations and overnight. The Contractor shall be responsible for the safety of himself, his employees, and all other persons during construction.

5. It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the City Council or by any authorized agent or representative as in compliance with the terms of this contract and/or of the plans and specifications covering said work, shall not operate as a waiver by the City of strict compliance with the terms of this contract, nor shall such passing, approval and/or acceptance operate to stop the City from demanding strict compliance with the terms of this contract, and/or plans and specifications covering said work; and the City may require the Contractor and/or his surety (if provided) to repair, replace, restore and/or make to comply strictly and in all things with this contract and the plans and specifications any and all of said work and/or materials which within a period of one year from and after the date of the passing, approval, and/or acceptance of any such work or material, are found to be defective or to fail in any way to comply with this contract or with the plans and specifications. Failure on the part of the Contractor and/or his surety, immediately after notice to either, to repair, or replace any such defective materials and workmanship shall entitle the City, if it sees fit, to replace or repair the same and recover the reasonable cost of such replacement and/or repair from the Contractor and/or his surety, who shall in any event be jointly and severally liable to the City for all damage, loss and expense caused to the City by reason of the Contractor's breach of this contract and/or his failure to comply strictly and in all things with this contract and with the plans and specifications.
6. No waiver of any of the obligations of the Contractor under any of the terms or conditions of this contract, the plans, specifications or drawings, shall be binding upon the City unless the same is in writing and expressly previously authorized by the City Manager or City Council.

7. All provisions of the Charter and ordinances of the City, together with all state and federal statutes and regulations relating to public improvements are referred to and made a part of this contract; and this contract and all obligations created hereunder shall be consistent with the provisions thereof and performable in Harris County, Texas. It is expressly stipulated and agreed that venue and jurisdiction of any legal action in any way relating to this agreement shall be exclusively in Harris County, Texas.

8. Special Notice: Chapter 2258 of the Texas Government Code provides that any government subdivision shall ascertain the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft or type of workman or mechanic and shall specify in the call for bids and in the contract the prevailing rate of per diem wages which shall be paid for each craft type of workman. This Chapter further provides that the Contractor shall forfeit, as a penalty, to the City, County, or State or other political subdivision, Sixty Dollars (\$60.00) per day for each laborer, workman or mechanic who is not paid the stipulated wage for the type of work performed by him as set up in the wage scale. The City is authorized to withhold from the Contractor the amount of this penalty in any payment that might be claimed by the Contractor or sub-contractor. The Chapter makes the Contractor responsible for the acts of the sub-contractor in this respect. The Chapter likewise requires that the Contractor and sub-contractor keep an accurate record of the names and occupations of all persons employed by him and to show the actual per diem wages paid to each worker and these records are open to the inspection of the City. In addition, Section 2258.024 provides that any Contractor or sub-contractor or his representative who fails to keep such record or who refuses to allow the inspection of the records or who fails to comply with Chapter 2258 insofar as payment of the prevailing wage scale is concerned is guilty of a misdemeanor, and upon conviction, shall be punished by a fine of not exceeding Five Hundred Dollars (\$500.00), or by imprisonment in the County Jail for a term not exceeding six months, or by both fine and imprisonment. The City, through its representatives, will make every necessary investigation to determine whether or not these statutes are complied with and in case of violation by the Contractor, or sub-contractor, of the provisions of the statutes will take all necessary steps to enforce the penalties imposed by this law.

9. Worker's Compensation Insurance Coverage:

A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the City.

Persons providing services on the project ("subcontractor" in Section 406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the City prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the City:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- G. The contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) notify the City in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (6), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the City that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is breach of contract by the contractor which entitles the City to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City.

10. Occupational Safety and Health Standards. The work and the Contractor's operational activities shall comply with the applicable provisions of the Department of Labor, Safety, and Health regulations for construction and applicable Occupational Safety and Health Standards.

11. The contractor stipulates and agrees that no work may be initiated until all applicable insurance policies, bonds and approvals required have been provided to the City and that such insurance policies, bonds and City approval of same is a condition precedent to this Contract. Contractor agrees to obtain and continuously maintain during the life of this contract insurance coverage and bonds which must meet the minimum amount required and will protect the City and contractor from claims for all damages because of bodily injury, including death to his employees and all others; and for claims for damages to property which may arise from the contractor's operation by anyone directly or indirectly employed by him. Such insurance shall name the City as an additional insured and will provide that such insurance will not be canceled without at least thirty (30) days prior written notice to the city. Contractor will be responsible for providing to the City a certificate of insurance or copy of the policy prior to starting any work under the contract. The Contractor shall be responsible for and maintain insurance coverage at his option and expense to cover tools, equipment, etc., owned or rented, the capital value of which is not included in the cost of the work.

A. Comprehensive General Public Liability Insurance for bodily injury and property damage to a combined single limit of not less than \$2,000,000 each occurrence and \$4,000,000 general aggregate.

B. Comprehensive Auto Liability Insurance, including owned, non-owned, hired, or leased automobiles used in connection with this work, with bodily injury and property damage to a combined single limit of not less than \$500,000 each occurrence.

C. Property Insurance, as applicable, for building construction and plant construction located on a site shall be purchased and maintained by the Contractor on the entire project for the full cost of replacement as of the time of any loss. This insurance shall include as named insured the City, the General Contractor, and all subcontractors as their interest may appear, and shall insure against loss from the perils of fire and those perils included under "Extended Coverage." It shall include "All Risk" insurance for physical loss or damage, including, without duplication of coverage, at least theft, vandalism, malicious mischief, and transit damage. The Contractor will increase limits of coverage, if necessary, to reflect estimated replacement costs. The Contractor shall be responsible for any co-insurance penalties or deductibles. Insurance shall not be canceled or lapsed on account of any partial occupancy prior to Substantial Completion. Waiver of Subrogation shall include the Contractor, subcontractors, the City and its employees and representatives associated with the work. The Contractor shall transmit the original policy to the City. Any insured property loss shall be adjusted with the City and made payable to the City as trustee for the insureds, as their interests may appear, subject to any applicable mortgage clause. Upon the occurrence of an insured loss, monies received will be deposited in a separate account, and the City shall make distribution in accordance with the agreement of the parties in interest.

D. Bonds - If the contract is for the construction, alteration or repair of any public building or the prosecution or completion of any public work and such contract exceeds the sum of \$25,000, the successful bidder must furnish a Performance Bond and Payment Bond upon the forms which are attached hereto and may also be required to furnish a Maintenance Bond in the amount of 100% of the contract price from an approved surety company licensed to operate in the State of Texas to act as surety. Bonds submitted by a partnership must be signed by one of the general partners and the same witnessed. Bonds submitted by a corporation must be signed by an officer of the corporation having the authority either granted by the corporate charter, the bylaws of the corporation, or pursuant to a resolution of the Board of Directors of the corporation, to execute such documents for the corporation, and the corporate seal must be affixed to the bond and the same attested to by the Secretary or Assistant Secretary of the corporation. Evidence of authority of the signing officer must be submitted. Bonds submitted by a sole proprietorship must be signed by the proprietor, witnessed and clearly set out the name under which the proprietor is conducting business.

12. The Contractor shall observe and comply with all Federal, State, and local laws, rules and regulations in any manner affecting the conduct of services herein provided and the performance of all obligations undertaken in the execution of this project and particularly in the employment practices engaged in, agrees that he will not discriminate because of race, color, religion, national origin, sex, age, handicap or disability. Specifically, the performance of this Contract shall comply with any and all requirements of the Americans with Disabilities Act of 1990, USC 12101 et seq.
13. The plans, profiles and specifications approved by the City Manager or the City Council are a part of this contract. The following are in particular, whether or not the same be attached hereto, a part of this contract and every covenant and undertaking therein is as fully binding upon the parties hereto as if here set forth at length, to-wit: (a) Request for

Proposals, including Scope of Work and Conditions and the Contractor's Bid Proposal, (b) All of those specifications and drawings which are referred to in the Contractor's Bid Proposal. It is specifically understood and agreed that the City under no circumstances will indemnify Contractor, or any other subcontractors, or suppliers, and specifically reserves all privileges, immunities, and defenses applicable under law. In case of conflict, any provision of this document shall prevail over any conflicting provision in any of the above-listed documents, and any provision in a special item or specification pertaining particularly to the project herein referred to shall control over any inconsistent provision of the General Conditions.

14. The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the prior written consent of the City Manager who is hereby authorized to give such consent by the City Council of the City; provided, however, that assignments to banks or other financial institutions may be made without consent of the City. Furthermore, in the event of a merger, consolidation or transfer of all or substantially all of the assets of Contractor, the surviving or resulting corporation or transferee of Contractor's assets shall be bound by and shall have the benefit of the provisions of this Contract only upon the prior written consent of the City Manager. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.
15. TERMINATION OF CONTRACT: In the event that any of the provisions of the contract documents are violated by the Contractor, or by any of his subcontractors, the City may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the City shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the City may take over the work and prosecute the same to completion by contract or by force and at the expense of the Contractor, and his Surety shall be liable to the City for any excess cost occasioned thereby. In such event the City may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.
16. The invalidity or illegality of any term, provision or condition of this contract or of any of the contract documents attached hereto shall not in any manner affect, invalidate or annul any other term, provision or condition hereof or thereof. The parties hereto expressly stipulate and agree that if they have included in this contract or in any of the

contract documents any illegal term or provision, this contract shall read and be effective to the same force and effect as if such illegal term or provision were wholly deleted and eliminated herefrom or therefrom.

17. The time set forth for the work provided for herein is an essential part of this contract. The Contractor and City understand and agree that a breach of this contract as to completion on time will cause damage to the City unless an extension of time has been granted. The parties agree that each and every calendar day the work or any portion thereof shall remain uncompleted after the expiration of the time limit, that City may deduct as liquidated damages \$250 (two hundred fifty dollars) per day for each day for each calendar day beyond the contract period as referenced in paragraph 1 herein, not as a penalty, but as liquidated damages and added expense of administration, engineering and overhead.
18. The failure of the successful bidder to execute the Contract and supply the required bonds, if any, within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the City may grant in writing, shall constitute a default and the City may, at its option, either award the contract to the next best qualified bidder, or re-advertise for bids. In either case, the City may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the City for a refund.
19. THE CONTRACTOR AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR ALL CLAIMS AND SUITS, INCLUDING CLAIMS AND SUITS FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE UNDER THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE NEGLIGENCE OF THE CITY, ITS AGENTS, OR EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF ANY ACTION OF ANY NATURE WHATSOEVER, AND THE CONTRACTOR HERETO EXPRESSLY WAIVES ANY CLAIMS AGAINST THE CITY OF ANY NATURE THAT MIGHT HAVE BEEN A CONTRIBUTING FACTOR TO THE EVENTS AND CIRCUMSTANCES WHICH MIGHT HAVE LED UP TO THE INJURY OR OTHER EVENTS.

IN WITNESS WHEREOF, the City and the Contractor have made and executed this contract in multiple copies, each of which is an original.

CONTRACTOR:

Insituform Technologies, Inc.

By: Laura M. Andreski

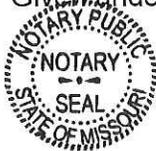
Date: Nov 7, 2016

ACKNOWLEDGEMENT

STATE OF MISSOURI §
 §
COUNTY OF St Louis §

BEFORE ME, the undersigned authority, on this day personally appeared Laura M. Andreski, Contracting and Attesting Officer of **Insituform Technologies, LLC** a Limited Liability Company, known to me to be the person whose name is subscribed to the forgoing instrument, and acknowledged to me that he/she was duly authorized and executed the same in behalf of Insituform Technologies, LLC, for the purposes and consideration therein expressed and in the capacity therein stated for and on behalf of Insituform Technologies, LLC.

Given under my hand and seal of office, this the 7th day of November, 2016.



DIANE PARTRIDGE
My Commission Expires
July 8, 2020
St. Louis County
Commission # 12595471

Diane Partridge
Notary Public, State of Missouri

CITY OF SEABROOK, TEXAS:
Signed by:

Glenn Royal, Mayor

Date: _____

ATTEST:

Robin Hicks, TRMC, City Secretary



11702-B Grant Road,
Suite 127
Cypress, TX 77429
Phone:281-467-2865
Fax: 866-575-8422

October 13, 2016

Mr. Arthur Chairez
City of Seabrook
1700 First Street
Seabrook, TX 77586

Proposal

Project Name: **Seabrook * 2016 Sanitary Sewer Rehab Project**

INSITUFORM TECHNOLOGIES, LLC. herein proposes to furnish a proposal for all labor, materials, equipment, and services necessary to reconstruct the referenced project utilizing the Texas Statewide Cooperative Purchasing Contract administered through the Buy Board.

ASSUMPTIONS AND QUALIFICATIONS

The city of Seabrook will provide all necessary access to manholes, permits, and water for rehabilitation. .

PROPOSAL PRICING

Seabrook 2016 Sewer Rehab					
Bid Item per Docs	Description	Unit of Measure	Per Bid Quantity	Bid Price	Total
1	Travel and Mobilization (CIPP Crew)	EA	1	\$ 1,500.00	\$ 1,500.00
2	Re-televis 8" after obstruction removals	LF	835	\$ 3.00	\$ 2,505.00
3	Remote Obstruction removal	EA	4	\$ 425.00	\$ 1,700.00
4	External Obstruction removal to complete TV PB segments	EA	1	\$ 2,175.00	\$ 2,175.00
5	8" x 6.0mm	LF	1,223	\$ 30.00	\$ 36,690.00
6	6" - 12" CIPP Setup Charge Per Install Length	LF	1,223	\$ 5.80	\$ 7,093.40
7	Internal reconnects	EA	35	\$ 200.00	\$ 7,000.00
8	Travel and Mobilization (Pipeburst Crew)	EA	1	\$ 1,500.00	\$ 1,500.00
9	Burst existing 6" or 8" to 8" IPS SDR 19 (8'- 12' deep)	LF	425	\$ 40.00	\$ 17,000.00
10	8" - 12" Pipeburst Setup Charge Per Install Length	LF	425	\$ 2.00	\$ 850.00
11	Remove and replace cleanout	EA	1	\$ 2,000.00	\$ 2,000.00
12	Access Pit (8'-12' deep)	EA	2	\$ 950.00	\$ 1,900.00
13	External reconnect (8'- 12' deep) including hand digging	EA	5	\$ 1,000.00	\$ 5,000.00
14	Re-Route service line	EA	1	\$ 2,450.00	\$ 2,450.00
15	8" Post TV Inspection	LF	1,648	\$ 2.00	\$ 3,296.00
16	Restoration after pipebursting	EA	1	\$ 3,000.00	\$ 3,000.00
17	P & P Bonds	LS	1	\$ 1,980.00	\$ 1,980.00
Original contract					\$ 97,639.40
CO1.1	Re-televis 8" after obstruction removals	LF	(72)	\$ 3.00	\$ (216.00)
CO1.2	Remote Obstruction removal	EA	(1)	\$ 425.00	\$ (425.00)
CO1.3	Burst existing 6" or 8" to 8" IPS SDR 19 (8'- 12' deep)	LF	(72)	\$ 40.00	\$ (2,880.00)
CO1.4	8" - 12" Pipeburst Setup Charge Per Install Length	LF	(72)	\$ 2.00	\$ (144.00)
CO1.5	External reconnect (8'- 12' deep) including hand digging	EA	7	\$ 1,000.00	\$ 7,000.00
CO1.6	Re-Route service line	EA	(1)	\$ 2,450.00	\$ (2,450.00)
CO1.7	8" Post TV Inspection	LF	(72)	\$ 2.00	\$ (144.00)
CO1.8	Point Repair 8" - in lieu of an Obstruction Removal	EA	1	\$ 3,250.00	\$ 3,250.00
Change Order # 1 Request					\$ 3,991.00
Revised Contract Value					\$ 101,630.40

Insituform® Proposal: Seabrook * 2016 Sanitary Sewer Rehab Project

PROPOSAL INCLUSIONS

The prices stated in this proposal include:

1. Mobilization and Demobilization
2. Confined space safe entry practices
3. Standard Insurance
4. Payment and performance bond

PROPOSAL EXCLUSIONS

Not included in the prices stated in this estimate are costs associated with the items listed below. These items, if needed or found to be applicable, would be provided by INSITUFORM TECHNOLOGIES, LLC. at your additional cost; or would be furnished by others, at your direction, at no cost to INSITUFORM TECHNOLOGIES, LLC.:

1. Bypass Pumping
2. *If any hazardous or toxic materials are encountered during the project, the Owner will be responsible for the removal and disposal of the materials.*
3. Legal dumpsite for debris resulting from pipe cleaning.
4. TxDOT Traffic Control Plan & Permit
5. Project permits and/or local licenses.
6. State and local sales and/or use taxes on the value of the project.
7. Additional premiums for special insurance coverage(s) particular to this project.

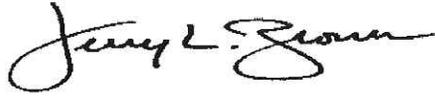
PROPOSAL TERMS AND CONDITIONS

- a) Limits of Liability. In consideration of INSITUFORM TECHNOLOGIES, LLC.'s agreement to maintain no less than \$5,000,000 of comprehensive general liability insurance in the form required by the Contract, INSITUFORM TECHNOLOGIES, LLC.'s liability to the Owner for any matter covered by such insurance will be limited to the extent of such insurance and the Owner will indemnify and hold INSITUFORM TECHNOLOGIES, LLC. harmless from any third party claims covered by such insurance to the extent such claims exceed the limits of such insurance. Neither party shall be liable to the other for consequential damages relating to the contract. In case of conflict between this provision and any other provision in the Contract as ultimately executed, this provision shall govern and prevail.
- b) LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
- c) MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.
- d) PROPOSAL SUBJECT TO NEGOTIATION OF OTHER STANDARD TERMS OF AGREEMENT. This proposal is subject to agreement of the parties on other terms and conditions as are customary.
- e) Quantities are estimated. Unit prices apply for actual invoice and payment.
- f) Payments are due at net within 30 days of invoice. Final payment is due within 30 days of completion.
- g) Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.
- h) Prices stated are in effect for thirty days from the date of this proposal. The acceptance period may be extended at the sole option of INSITUFORM TECHNOLOGIES, LLC.
- i) Conflicts. In case of conflict between the provision of the aforesaid paragraphs and any other provision in the Contract as ultimately executed the provisions as set forth above shall govern and prevail.

OFFERED BY

INSITUFORM TECHNOLOGIES, LLC

Insituform® Proposal: Seabrook * 2016 Sanitary Sewer Rehab Project



**JERRY L. BROWN,
BUSINESS DEVELOPMENT MANAGER**

ACCEPTED _____

CITY OF SEABROOK, TX

Reviewed and approved on 10/13/16 by :
Andy Ozment, Area Manager

shall have the right to pay or withhold said retained amounts or any other amount owing under said contract without changing or affecting the liability of the said surety hereon in any degree.

It is further expressly agreed to by said surety that the City of Seabrook or its representatives are at liberty at any time, without notice to the surety, to make any change in said plans, specifications and drawings and in the work to be done thereunder, as provided in said contract, and in the terms and conditions thereof, or to make any change in, addition to or deduction from the work to be done thereunder; and that such changes if made shall not in any way vitiate the obligation in this bond and undertaking, or release said surety therefrom.

It is expressly agreed and understood that the Contractor and surety will fully indemnify and save harmless the City of Seabrook from any liability, loss, cost expense, attorneys fees, litigation costs or damage arising out of or in connection with the work done by the Contractor under said contract. In the event that the City of Seabrook shall bring any suit or other proceeding at law on the said contract or this bond or both, the Contractor and surety agree to pay to the said City reasonable attorney's fees and costs incurred by the City in said suit or legal proceeding, which sum is agreed by all parties to be indemnity to the City of Seabrook for the expense of or time consumed by its City Attorney, his/her assistants and office force and other costs and damage occasioned to the City.

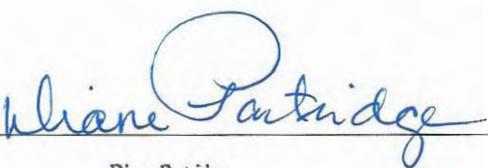
This bond and all obligations created hereunder shall be performable in Harris County, Texas. This bond is given in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, which is incorporated herein by reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statute.

Executed this 18th day of October, A.D. 2016.

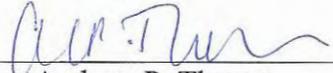
(Principal)
Insituform Technologies, LLC
a Limited Liability Company
17988 Edison Avenue, Chesterfield, MO 63005

By: 
Name: Laura Andreski
Title: Contracting & Attesting Officer

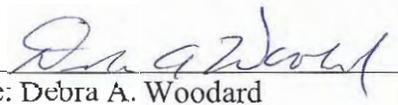
ATTEST/WITNESS: (Seal)

By: 
Name: Diane Partridge
Title: Contracting & Attesting Officer

(Surety)
Travelers Casualty and Surety Company
One Tower Square, Hartford, CT 06183

By: 
Name: Andrew P. Thome
Title: Attorney-in-Fact

ATTEST/WITNESS: (Seal)

By: 
Name: Debra A. Woodard
Title: Witness

REVIEWED:

THE FOREGOING BOND IS APPROVED AND
ACCEPTED ON BEHALF OF THE CITY OF
SEABROOK:

City Legal Counsel

Glenn Royal
Mayor, City of Seabrook

**STATUTORY PAYMENT BOND PURSUANT TO CHAPTER 2253
OF THE TEXAS GOVERNMENT CODE OF THE REVISED CIVIL STATUTES OF
TEXAS AS AMENDED**

Bond No. 106613531

KNOW ALL MEN BY THESE PRESENTS, that **Insituform Technologies, LLC, a Limited Liability Company**, as Principal, and the other subscriber hereto Travelers Casualty and Surety Company as **Surety**, are held and firmly bound unto the City of Seabrook, as obligee, in the amount of **One hundred one thousand six hundred thirty and forty cents (\$101,630.40)** for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has this day entered into a certain written contract with the obligee for:

Seabrook 2016 Sanitary Sewer Rehabilitation Project 2016-14

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and materials to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect;

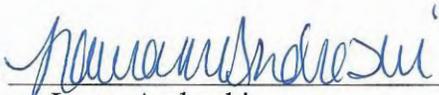
PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code of the Revised Civil Statutes of Texas, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

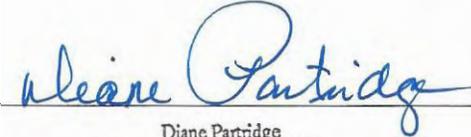
Executed this 18th day of October, 2016, A.D.

(Principal)

ATTEST/WITNESS: (Seal)

Insituform Technologies, LLC
17988 Edison Avenue, Chesterfield, MO 63005

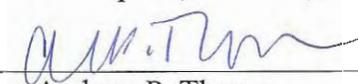
By: 
Name: Laura Andreski
Title: Contracting & Attesting Officer

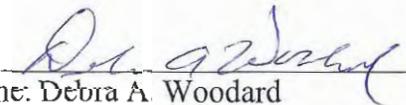
By: 
Name: Diane Partridge
Title: Contracting & Attesting Officer

(Surety)

ATTEST/WITNESS: (Seal)

Travelers Casualty and Surety Company
One Tower Square, Hartford, CT 06183

By: 
Name: Andrew P. Thome
Title: Attorney-in-Fact

By: 
Name: Debra A. Woodard
Title: Witness

THE FOREGOING BOND IS APPROVED AND ACCEPTED ON BEHALF OF THE CITY OF SEABROOK:

City Legal Counsel

Glenn Royal
Mayor, City of Seabrook

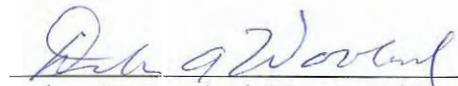
State of Missouri
County of St. Louis

On 10/18/2016, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Andrew P. Thome known to me to be Attorney-in-Fact of

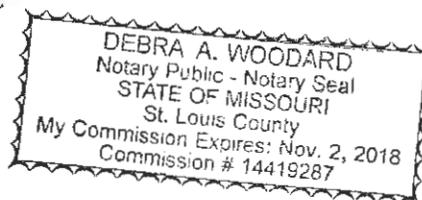
TRAVELERS CASUALTY AND SURETY COMPANY

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.



Debra A. Woodard, Notary Public



My Commission Expires: _____



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 230491

Certificate No. 006966130

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Andrew P. Thome, Dana A. Dragoy, Peter J. Mohs, Debra A. Woodard, Barbara Buchhold, Michael D. Wiedemeier, Amanda L. Williams, and Jessica Avery

of the City of Chesterfield, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 6th day of September, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Rancy, Senior Vice President

On this the 6th day of September, 2016, before me personally appeared Robert L. Rancy, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Travelers Casualty and Surety Company of America and its affiliates' toll-free telephone number for information or to make a complaint at:

1-800-328-2189

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact your Agent or Travelers first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.



CERTIFICATE OF LIABILITY INSURANCE

7/1/2017

DATE (MM/DD/YYYY)
11/3/2016

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

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

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Greenwich Insurance Company		22322
INSURER B : ACE American Insurance Company		22667
INSURER C : Indemnity Insurance Co of North America		43575
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
1347989 Insituform Technologies, LLC
17988 Edison Avenue
Chesterfield MO 63005

COVERAGES INSTE02 CERTIFICATE NUMBER: 14363470 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	[REDACTED]	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 2,000,000
A	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			BROAD FORM PD/CONTRACTUAL			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Independent Contractor						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> XCU						PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY	Y	Y	[REDACTED]	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$ XXXXXXXX
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						\$ XXXXXXXX
	UMBRELLA LIAB			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
	EXCESS LIAB						AGGREGATE \$ XXXXXXXX
	DED						\$
	RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	Y	[REDACTED]	7/1/2016	7/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N	N/A		7/1/2016	7/1/2017	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: SEABROOK 2016 SANITARY SEWER REHABILITATION PROJECT 2016-14. CITY OF SEABROOK IS ADDITIONAL INSURED UNDER GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND EXCESS LIABILITY AS REQUIRED BY WRITTEN CONTRACT, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE NAMED INSURED'S OPERATIONS. WAIVER OF SUBROGATION APPLIES UNDER GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND WORKERS' COMPENSATION WHERE PERMISSIBLE BY LAW AS REQUIRED BY WRITTEN CONTRACT. **SEE ATTACHED ENDORSEMENTS**

CERTIFICATE HOLDER

CANCELLATION See Attachment

14363470

CITY OF SEABROOK
1700 FIRST STREET
SEABROOK TX 77586

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

AUTHORIZED REPRESENTATIVE

This endorsement, effective 12:01 a.m., July 1, 2016, forms a part of
Policy No. [REDACTED] issued to AEGION CORPORATION
by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
Per Schedule on File with the Company		90

All other terms and conditions of the Policy remain unchanged.

**NOTICE TO OTHERS ENDORSEMENT – SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE**

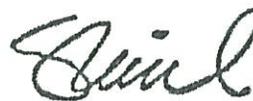
Named Insured Aegion Corporation			Endorsement Number 36
Policy Symbol ISA	Policy Number [REDACTED]	Policy Period 07/01/2016 TO 07/01/2017	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A.** If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be *in addition to* our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B.** The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C.** We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D.** We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured AEGION CORPORATION 17988 EDISON AVENUE CHESTERFIELD MO 63005	Endorsement Number
	Policy Number Symbol: WLR Number: ██████████
Policy Period 07-01-2016 TO 07-01-2017	Effective Date of Endorsement 07-01-2016
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy	

**NOTICE TO OTHERS ENDORSEMENT – SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE**

- A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be *in addition* to our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM, TX and WI.



Authorized Representative

SEABROOK 2016 SANITARY SEWER REHAB PROJECT 2016-14

Scope: CIPP approximately 1600 LF of 8 & 6 inch deteriorated ABS* truss pipe.

Location: Baybrook III Subdivision.

Cost: \$ 101,630.40 – through the BuyBoard (2016-2017 Budget)

Date: November - December, 2016

* Acrylonitrile-Butadiene-Styrene

For information on CIPP click on the link below:

<https://youtu.be/Swp81X4jSDk>

For information on CIPP installation w/animation click on the link below:

https://youtu.be/FY_wE71GRyk



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-122808

Date Filed:
10/11/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Insituform Technologies, LLC
Chesterfield, MO United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Seabrook

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

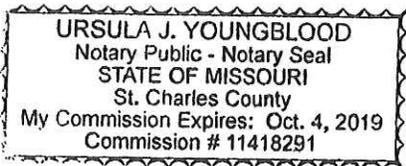
2016-14
Baybrook II / III Sewer Rehabilitation Project aka Seabrook * 2016 Sanitary Sewer Rehab Project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Gordon, Charles	Chesterfield, TX United States	X	
	Morris, David	Chesterfield, MO United States	X	
	Martin, David	Chesterfield, MO United States	X	
	Firsching, Frank	Chesterfield, MO United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.
INSITUFORM TECHNOLOGIES, LLC



AFFIX NOTARY STAMP / SEAL ABOVE

Laura M. Andreski

Signature of authorized agent of contracting business entity

Laura M. Andreski, Contracting and Attesting Officer

Sworn to and subscribed before me, by the said Contracting and Attesting Officer, this the 11th day of October, 20 16, to certify which, witness my hand and seal of office.

Ursula J. Youngblood

Signature of officer administering oath

Ursula Youngblood

Printed name of officer administering oath

Notary Public

Title of officer administering oath



*CITY
OF
SEABROOK*

AGENDA
BRIEFING

Date of Meeting:

Submitter/Requestor: Mayor Royal

Date Submitted: 10/27/2016

Presenter: Mayor Royal

Description/Subject: Bay Area Coastal Protection Alliance (BACPA) Update Video on Ike Dike

Applicant: N/A

Legal Description: N/A

Request: Consider and take all appropriate action on an unbudgeted expenditure of \$10,000 to contribute for an update video on the "Ike Dike".

Purpose/Need: Policy Issue _____ Administrative Issue

Background/Issue (What prompted this need?):

(Letter from BACPA):

Bay Area Coastal Protection Alliance (BACPA) is a nonprofit corporation organized in October 2014 under the laws of the State of Texas. The purpose of our organization is to facilitate research and studies regarding alternatives providing protection from hurricane and other storm surge in the Gulf Coast region, to provide information and resources to educate the public about the economic, security, and public safety benefits of such alternatives, and to carry on other charitable, scientific, literary or educational activities within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

The current focus of BACPA is raising the necessary funds to support and complete the "Ike Dike" research and economic impact study that is already underway with Dr. William Merrell of Texas A & M Galveston as the principal investigator. Dr. Merrell, is leading the most noted experts in this field including Delft University of Technology in the Netherlands, the Dept. of Homeland Security's Coastal Hazards Center, Jackson State University, economist Richard Gilmore at the University of Houston's C. T. Bauer College of Business and others to complete this far-reaching study. The results of this effort are already proving the feasibility of such a regional surge protection as well as the national impact and cost of not protecting our coastal region from future disasters.

In 2015, BACPA funded an educational video, produced by Space City Films, that has now gone viral and has had over 200,000 "hits." The video can be viewed at <http://www.tamug.edu/ikedike/>.

Much has been accomplished since this video was completed and it is now time to bring everyone up to date with a new media piece to share this information and help educate the general public and decision makers on the matter.

Attached is the proposal for such a video that we are now raising \$61,770 to support. It was developed by Space City film in consultation with Dr. Merrell and his colleagues. We hope you will join us in this effort the raise the necessary funds.

Impacted Parties (Expected/Notified):

Recommended Action:

Approve participating in the BACPA "Ike Dike" video update with a contribution of \$10,000

Attachments:
BACPA Letter

Fiscal Impact: Budgeted Yes No Finance Officer Review: Yes
Budget Amendment Required Yes No (Not at this time)
Future/Ongoing Impact Yes No

Budget Dept/Line Item Number Various

Funding Comments:

Where on the agenda should this item be placed?

(i.e. Public Hearing, New Business, Old Business, Consent Agenda, Executive Session, etc.)

New Business

Suggested Motion:

Motion to approve participating in the BACPA "Ike Dike" video update with a contribution of \$10,000 to be appropriated out of General Fund – Non-Departmental.

City Manager Review:

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



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.

(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.



Bay Area Coastal Protection Alliance

P.O. Box 58724, Houston, Texas 77258-8724 Phone: 832.536.3255 Fax: 832.536.3258

October 27, 2017

Dear Friends,

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Attached is the proposal for such a video that we are now raising \$61,770 to support. It was developed by Space City film in consultation with Dr. Merrell and his colleagues. We hope you will join us in this effort the raise the necessary funds.

Sincerely,

Fredell Pollak Rosen, President

Strategic Plan 2016-17 Update #1

November 15, 2016

Economic Development

Initiative 1: Encourage Activity Centers within Planning Areas and Special Districts

- 1.1 Old Seabrook – HGAC Pedestrian/Bicyclist Studies; Livable Centers 2017
- 1.3 One on one meetings have been conducted. The market has dictated many of the preliminary decisions staff is hearing. However, new direction for redevelopment on the remaining land and adjoining parcels has been emphasized.
- 1.4 Old Seabrook Design Regulations – New designs are in progress and staff is coordinating with new consultant on the interconnections of Old Seabrook to SH 146 improvements.
- 1.5 Utilize Amenities - Pine Gully / Entertainment Activities – April Fool’s Food Truck Day

Initiative 2: Promote Seabrook as a Destination for Visitors

- 1.6 Seabrook Leisure Destination – Current Coupon Book Advertiser has expanded to create an app that visitors and residents alike can access in addition or in lieu of book
- 1.7 Encourage Redevelopment – Revision to Facade Program almost complete. It will propose additions as discussed such as landscaping, signs, parking upgrades
- 1.8 EDC Incentives – Creating a table to publish on the approved and active incentive agreements
- 1.9 Old Seabrook – Planning and zoning revisions in progress for consideration
- 1.12 FEMA Map Adjustments

Organizational Development

Initiative 1: Sound Fiscal Management

- 2.2 Public Safety Fleet Replacement Fund – Done
- 2.2 Fleet – Researching new software platforms to better track fleet condition and maintenance

Initiative 2: Training

- 2.4 Civil Service Training Plans have been made

Governance

Initiative 1: Active Engagement for Council Leadership Roles

- 3.1 Liaison Reports on Agendas – Done
- 3.2 Prospective Candidates – Researching forum concepts for pre- election

Communication and Image

Initiative 1: Communications

- 4.1 Citizens University – Done
- 4.1 Transparency Pages – In progress

Initiative 2: Image

- 4.2 iheartseabrook program – In progress and expanding
- 4.3 Pelican Path – Administration Done – Marketing in progress
- 4.4 Event Marketing and Safe and Secure City marketing in progress

Mobility and Infrastructure

Initiative 1: Mobility

- 5.1 Research underway for a Weigh Station / Inspection Pad at Red Bluff
- 5.1 Community Outreach – National Night Out
- 5.1 (and 5.3) Speed Watch - Focused Enforcement Plans on Todville and Meyer
- 5.2 SH 146 Traffic Management Plan – TXDot to release in November initial phases

Initiative 2: Infrastructure

- 5.4 CIP – WWTP North – Funding and Planning underway
- 5.5 Harris County – Met with county on multiple projects and utilizing resources

Strategic Plan 2016-17 Update #1

November 15, 2016

- 5.7 Water Conservation – Met with GBF and purchased Ivy Rain Barrels – New Communications

Quality of Life

Initiative 1: Keep Small Town and Community Feel

- 6.1 July Fireworks, Oct Pumpkin event and April Food Truck event – Planned
- 6.2 Clean Up – Working with area cities to try to coordinate an annual recycling day
- 6.3 SH 146 Enhancements – SWA Contract in progress
- 6.4 Expanding Public Art- Festival will feature a new movable feature
- 6.6 Interconnectivity – Finish existing TPWD grant on berm trail

Safe and Secure City

Initiative 1: Provide High Quality Public Safety Services

- 7.2 Active Shooter Training at multiple businesses – Done
- 7.2 Fleet Plan – Done
- 7.5 CVE – 3 Full Time Officers Certified and program in progress

Initiative 2: Ensure a Sound Model for Future Growth in Municipal Court

- 7.6 Reporting in progress – monthly
- 7.8 New Notification System – in progress
- 7.9 Court conducted CVE training and planning others

Initiative 3: Broaden Emergency Management for Community and Staff Resources

- 7.11 Table Top Exercise completed on trail location
- 7.12 New Event/ Disaster Software Training in progress
- 7.14 New Normal educational pieces released

Initiative 4: Initiate and Build and Open and Accessible Animal Control Department for the Community

- 7.15 Volunteer Policy – Almost complete
- 7.16 Weekend Patrol – Initiated

Initiative 5: Communications Expanded to Assist as a Tool to all City Public Safety Functions

- 7.19 Social Media Sharing for Street Closures and other events

SH 146 Expansion

- New interest on project – Articles to be released

ACTION ITEM CHECK LIST STATUS

#	STATUS	DATE ASSIGNED	RESPONSIBLE ORGANIZATION	AGENDA ITEM NUMBER	DESCRIPTION OF ACTION ITEM
23	OPEN/IN WORK	11/4/2014	Mayor / City Mgr.	5.1	Provide periodic updates on TxDOT's progress to improve/widen SH 146.
32	OPEN/IN WORK	2/17/2015	Staff	6.1	Provide periodic project updates
35	OPEN/IN WORK	7/19/2016	Council	6.1	Provide periodic update on park bench and Pelican purchases

November 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 <i>Regular City Council Meeting 7:00pm</i>	2	3 <i>CERT Training Open Space & Trails 5:00pm</i>	4	5 <i>Celebration Seabrook</i>
6 <i>Celebration Seabrook</i>	7	8	9	10 <i>EDC 7:00pm</i>	11	12 <i>Movie Night in Meador Park</i>
13	14	15 <i>Special Joint Mtg 6:00pm Regular CC Mtg 7:00pm</i>	16	17 <i>P&Z 7:00pm</i>	18	19
20	21	22	23	24 <i>Thanksgiving City Offices closed</i>	25 <i>City Offices closed</i>	26
27	28	29	30			

December 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 <i>Main Street Tree Lighting Open Space & Trails 5:00pm</i>	2	3 <i>Breakfast with Santa</i>
4	5	6 <i>Special Joint Mtg 6:00pm Regular CC Mtg 7:00pm</i>	7	8 <i>EDC 7:00pm</i>	9	10 <i>2016 Santa Run</i>
11	12	13	14	15 <i>P&Z 7:00pm</i>	16	17
18	19	20	21	22	23 <i>City Offices closed</i>	24 <i>Christmas Eve</i>
25 <i>Christmas Day</i>	26 <i>City Offices closed</i>	27	28	29	30	31 <i>New Year's Eve</i>