SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
TUESDAY, MAY 17, 2016 - 7:00 PM

NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **TUESDAY MAY 17, 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 OR FAX (281) 291-5710 FOR FURTHER INFORMATION.

PLEDGE OF ALLEGIANCE

1. PRESENTATIONS

1.1. Award for Valor
Presentation of Letter of Commendation to Officer James Hill for valor during car fire rescue. (Wright)

Documents: AGENDABRIEFING_VALOR AWARD.PDF, LETTER OF COMMENDATION_OFFICER HILL.PDF

1.2. Motorcycle Safety Awareness Month
Presentation of Proclamation declaring May as Motorcycle Safety Awareness Month. (Royal)

1.3. Public Works Week
Presentation of Proclamation declaring May 15-21 as Public Works Week. (Royal)

2. PUBLIC COMMENTS AND ANNOUNCEMENTS

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

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

3. CONSENT AGENDA

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

3.1. Mutual Aid Agreement

Approve a renewal of the current Mutual Aid Agreement between the City of Seabrook and NASA/JSC for the reciprocal utilization of the Emergency Operations Centers located in the City of Seabrook and the NASA Lyndon B. Johnson Space Center (JSC). (Galyean)

Documents: MUTUAL AID AGREEMENT AGENDA BRIEFING.PDF, SEABROOK EOC SAA SIGNATURE.PDF, SEABROOK SAA-22761.PDF

3.2. Auction

Approve the Annual Surplus Auction list. (Padgett)

Documents: AGENDABRIEFING_AUCTION051416.PDF, AUCTION LIST 2016.PDF, AUCTIONEERS.PDF

3.3. 2015 Racial Profile Report

Accept the 2015 Racial Profile Report. (Wright)

Documents: AGENDABRIEFING_RACIAL PROFILE REPORT.PDF, RACIAL PROFILING REPORT.PDF

3.4. Memorial Day Parade

Approve Parade Permit for a Memorial Day Parade on Monday, May 30, beginning at 11:00am, from the Community House parking lot, down Cook Street, to Main, down Main to the Veteran's Memorial. Supporting documentation and fees have not been submitted at the time of posting of the agenda. (Hicks)

Documents: MEMORIAL DAY PARADE APPLICATION.PDF

3.5. Monthly Public Safety Report

Approve the Monthly Public Safety Report for April 2016. (Wright)

Documents: PUBLIC SAFETY REPORT_APRIL 2016.PDF

3.6. Monthly Building Department Report

Approve the Monthly Building Department Report for April 2016. (Landis)

Documents: BUILDING DEPARTMENT REPORT FOR APRIL 2016.PDF

3.7. Excused Absence

Approve an excused absence for Melissa Botkin for the April 19, 2016 regular City Council meeting. (Hicks)

3.8. Minutes - April 5, 2016

Approve the minutes of the April 5, 2016 regular City Council meeting. (Hicks)

Documents: 040516 REGULAR MEETING MINUTES.PDF

3.9. Minutes - April 19, 2016

Approve the minutes of the April 19, 2016 regular City Council meeting. (Hicks)

Documents: 041916 REGULAR MEETING MINUTES.PDF

4. NEW BUSINESS

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

4.1. Asparagus Group Agreement Addendum

Consider, discuss, and authorize approval of or take action on Addendum 2016 to the Agreement between the City of Seabrook, the Seabrook Economic Development Corporation, and the Asparagus Group, LLC, to allow for an additional extension of time to complete construction of the improvements. (Chavez)

Documents: ASPARAGUS ADDENDUM 2016.PDF

4.2. Interlocal Agreement for Cooperative Purchases

Consider, discuss, and authorize approval of or take action on an Interlocal Agreement between the City of Seabrook and the City of Frisco for cooperative purchases for the Police Department, and authorize the City Manager to execute same. (Wright)

Documents: INTERLOCAL AGREEMENT CO-OP.PDF

4.3. Seabrook Economic Development Corporation (SEDC) Board appointments

Consider, discuss, and authorize approval of or take action on appointment/re-appointment of citizen SEDC members for two year terms to expire in May 2018. Current members are Gary Bell, Terry Chapman, Ernest Davis, Paul Dunphey, and Brenda Veseleny. (Royal)

4.4. Mayor Pro Tem

Consider, discuss, and authorize approval of or take action on the appointment of the Mayor Pro Tem for 2016/17. (Council)

4.5. Council appointments as representatives

Consider, discuss, and authorize approval of or take action on selection/appointment of Councilmembers as representatives and/or members of various organizations. (Council)

Documents: COUNCIL LIAISON APPOINTMENTS.PDF

4.6. Bid Award and Contract with Crain Group, LLC

Consider, discuss, and authorize approval of or take action on Bid Award for Project 2016-04, Public Works and Animal Control Complex; Execution of a Construction Contract with Crain Group, LLC, in an amount not to exceed $6,470,000.00 (Base Bid + Alternate Bid 2: Canopy + Alternate Bid 8: Generator); and associated Budget

Supplement 2016-03, in the amount of $377,559. (Chairez) NOTE: Contract attachment pending

Documents: AGENDABRIEFING - PWAC_2016-04 (2).PDF, RECOMMENDATION LETTER.PDF, PWAC BID TAB.PDF

5. EXECUTIVE SESSION

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

5.1. Section 551.087

Discuss commercial information the City has received from a business prospect that it seeks to have locate, stay or expand in the City and which the City is conducting economic development negotiations, including deliberation of a financial offer or incentive as provided by Section 551.087 of the Texas Government Code. (Cook)

6. OPEN MEETING

6.1. Agreement for Market Study

Consider, discuss, and authorize approval of or take action on a proposal and service agreement with DP Consulting for a Market Study for a Full Service Hotel and Conference Center, in the amount of $19,975.00, and authorize City Manager to sign same. Funding is recommended from the Hotel Occupancy Tax Fund. (Cook)

Documents: CONSULTANT LETTER_CITY OF SEABROOK - MAY 6 2016.PDF, CONSULTANT SERV AGREEMENT FOR HOTEL CONF CTR.PDF, CERTIFICATE OF INTERESTED PARTIES - FORM 1295.PDF

7. ROUTINE BUSINESS

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

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

Documents: 041116 ACTION ITEMS CHECKLIST.PDF

7.2. Establish future meeting dates and agenda items, including dates for budget meetings. (Council)

Documents: MAY CALENDAR.PDF, JUNE 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, May 13, 2016 no later than 5:00 p.m. and that this notice will remain posted until the meeting has ended.

Meredith Brant, TRMC
Assistant City Secretary

CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: May 17, 2016

Submitter/Requestor: S. Wright **Date Submitted:** April 12, 2016

Presenter: S. Wright

Description/Subject: Award to Officer Hill for Valor

Name of Applicant (if applicable) :

Legal Description (if applicable):

Purpose/Need: Administrative Issue

Background/Issue (What prompted this need?)**:** Office Action

Impacted Parties (Expected/Notified)**:** N/A

Miscellaneous Comments: N/A

Recommended Action: Presentation

Attachments: Letter of Commendation

Fiscal Impact:

Finance Officer Review	☐ Yes	☒ No
Budgeted	☐ Yes	☒ No
Budget Amendment Required	☐ Yes	☒ No

Budget Dept/Line Item Number: N/A
Future/Ongoing Impact: N/A

Funding Comments: N/A

Where on the agenda should this item be placed?Presentation

Suggested Motion: N/A

(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 on N/A

Approved by City Attorney on N/A
(City Attorney should review all ordinances, resolutions, contracts and executive session items.)

All requests must be submitted to the City Secretary's Office no later than 12:00 p.m. on the Monday, one week prior to the regular Tuesday Council Meeting. All required attachments are to be submitted with the request. Incomplete items cannot be placed on the agenda.

MEMORANDUM

Seabrook Police Department

Office of the Chief of Police

TO: Officer James Hill
FROM: Chief Sean A. Wright
DATE: May 3rd, 2016
SUBJECT: Car Fire Rescue

Letter of Commendation

Officer James Hill, you were the initial responding officer to the 3400 block of Nasa Parkway, where a vehicle had left the roadway and ended in a ditch. Upon your arrival the vehicle was on fire with flames visible. Inside the vehicle there was a sole occupant, a male driver. The driver was unresponsive and in danger as the interior of the vehicle was filing up with smoke and flames. You responded quickly and with no hesitation you broke open the window and removed the driver before the vehicle was engulfed in flames. You Officer Hill during the early morning hours of March 28, 2016 saved a person's life. Your act of heroism shows the dedication you have to this profession and to this community. The Seabrook Police Department is proud to have you among the ranks as a leader and trainer for this Department. Congratulations for a job well done.

Sincerely,

Sean Wright

Chief Sean A. Wright

Cc. file

CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: May 17, 2016

Submitter/Requestor: Charles Galyean **Date Submitted: May 09, 2016**

Presenter: Galyean

Description/Subject: Seabrook EOC & NASA JSC EOC Reciprocal Agreement

Applicant: Galyean

Legal Description:
This a Mutual Aid agreement between the City of Seabrook and NASA/JSC for the reciprocal utilization of the Emergency Operations Centers in located in the City of Seabrook and NASA Lyndon B. Johnson Space Center (JSC).

Purpose/Need: Policy Issue _____ Administrative Issue X

Background/Issue (What prompted this need?)**: This agreement has been in place for many years and it is going through an update. This will provide for the City of Seabrook and/or NASA JSC to utilize either of the Emergency Operation Centers if for some reason all other options for an EOC are not vilable**

Impacted Parties (Expected/Notified)**: None**

Miscellaneous Comments: We are renewing the current Mutual Aid agreement between the City of Seabrook and NASA JSC

Recommended Action: Approval to Renew the Agreement between the City of Seabrook and NASA JSC

Attachments: Agreement for Signature

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

Budget Dept/Line Item Number

Funding Comments:

Where on the agenda should this item be placed?
(i.e. Public Hearing, New Business, Old Business, Consent Agenda, Executive Session, etc.)

Consent

Suggested Motion: Renew the Contract between the City of Seabrook and NASA JSC

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 12:00 p.m. on the Monday, one week prior to the regular Tuesday Council Meeting. All required attachments are to be submitted with the request. Incomplete items cannot be placed on the agenda.

National Aeronautics and
Space Administration

Lyndon B. Johnson Space Center
2101 NASA Parkway
Houston, Texas 77058-3696

May 2, 2016

Reply to Attn of: JP-16-012

Mr. Charles J. Galyean
Director of Office of Emergency Management
City of Seabrook
1700 First Street
Seabrook, TX 77586

SUBJECT: Memorandum of Agreement (MOA) Between Seabrook, Texas, and the National Aeronautics and Space Administration (NASA) Johnson Space Center (JSC) Regarding Reciprocal Use of Emergency Operations Centers

Dear Mr. Galyean:

Enclosed is a copy of the MOA between NASA Johnson Space Center and Seabrook, Texas, regarding Reciprocal Use of Emergency Operations Centers.

Please have Mayor Royal sign this Agreement and return the signed Agreement to me at the following address: 2101 NASA Pkwy, Code JP, Houston, TX 77089. Once signed by JSC's Director of Center Operations, I will return one fully-executed copy to you for Seabrook EOC records. Mr. Alan Mather, Chief of Security, will be your point-of-contact to coordinate fulfillment of MOA milestones. He can be contacted at 281-483-2619.

If you have any questions regarding the Agreement or its execution, please feel free to contact me by e-mail (paula.n.scheffman@nasa.gov) or phone (281-483-1203).

Sincerely,

Paula Scheffman

Paula Scheffman
JSC Facility Utilization Officer

Enclosure

cc:
JS/A. T. Mather
JS/L. M. Spuler

NONREIMBURSABLE SPACE ACT AGREEMENT
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
LYNDON B. JOHNSON SPACE CENTER
AND CITY OF SEABROOK
FOR RECIPROCAL USE OF EMERGENCY OPERATIONS CENTERS.

ARTICLE 1. AUTHORITY AND PARTIES

In accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113), this Agreement is entered into by the National Aeronautics and Space Administration Lyndon B. Johnson Space Center, located at 2101 NASA Parkway, Houston, Texas 77058 (hereinafter referred to as "NASA" or "NASA JSC" or "JSC") and City of Seabrook, Office of Emergency Management, located at 1700 First Street, Seabrook, TX 77586 (hereinafter referred to as "Partner" or "City of Seabrook" or "Seabrook"). NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE

The NASA Lyndon B. Johnson Space Center (JSC) and the City of Seabrook, Texas wish to enter into an agreement to provide coordinated responses to a wide spectrum of emergencies affecting JSC and the surrounding communities through reciprocal utilization of the JSC Emergency Operations Center (EOC) and Seabrook's EOC. NASA JSC and local governments share a common interest in maintaining an ability to quickly assess, respond to, and recover from natural disasters and other emergencies. NASA JSC seeks to partner with the Emergency Operations Centers (EOCs) of local governments neighboring the Center. Nonreimbursable agreements with these local governments providing mutual support for emergency operations and response enhances the ability of the Center and local government to quickly assess and respond to emergencies, shortening the time period required to respond to natural disasters and other emergencies, restore critical government services, and return JSC employees and the Center to full operational capacity. The goal of this Agreement is to provide coordinated responses to a wide spectrum of emergencies affecting JSC and the surrounding communities through cross-utilization of the JSC Emergency Operations Center (EOC) and Seabrook's EOC.

ARTICLE 3. RESPONSIBILITIES

A. NASA will use reasonable efforts to:

1. Furnish property, facilities, and utility services for the City of Seabrook to bring up to seven (7) City of Seabrook personnel to JSC during a single incident.
2. Provide work space in the Community Partners Emergency Operations Center (CPEOC), room 3100, Building 30.

3. Provide furniture and other office equipment and supplies (e.g. routine note pads, easels, display boards, etc.) necessary for personnel from the City of Seabrook to operate from the CPEOC.
4. Provide all basic utility services attendant to the operations of the CPEOC, except during emergency conditions when some or all utilities may be unavailable.
5. Provide janitorial services, except during emergency conditions when resources may be unavailable.
6. Ensure facility access and coordination by appropriate JSC communications organizations for the purpose of installing the necessary Seabrook communications equipment.
7. Provide radio antennas and cabling required for pre-planned and programmed CPEOC operating frequencies.
8. Ensure safety and proper operations by providing an official JSC liaison on duty in the CPEOC whenever personnel of the City of Seabrook are present. The general purpose of the liaison is to facilitate access to the CPEOC, provide assistance, and assist in coordination between JSC Operations and Seabrook, as required. The liaison will be available to provide assistance regarding the general layout of the CPEOC, identification of high hazard areas at JSC, specialized or unusual instructions, and other pertinent information required for emergency planning.
9. Provide access to and from the CPEOC 24 hours per day, 7 days per week for personnel of the City of Seabrook. Response will not be impaired by the method chosen to permit site entry/exit during emergency.

B. Partner will use reasonable efforts to:

1. Comply with Federal safety, environmental, and security rules and regulations while operating at JSC.
2. Provide identification (including full name, office and emergency contact telephone number, and entity represented) for all Seabrook officials anticipated to occupy the Community Partners Emergency Operations Center (CPEOC). Seabrook is not allowed to bring family members or pets on site.
3. Provide all personal equipment, including pagers, cellular telephones, medication, and shelter supplies (e.g. food, bedding, clothing, toiletries, etc.) for each person assigned by their entity to the CPEOC for the duration of the emergency/exercise.
4. Provide required radio equipment for Seabrook frequencies, and maintenance of that equipment. JSC will provide facility access and coordination for installation of communications equipment, including telephone lines and radio antennas. Necessary facility/utility modifications associated with the placement of the Seabrook communications equipment will be accomplished by JSC as part of facilities modification, except that Seabrook will make arrangements for connection to appropriate central dispatch (e.g. Harris County Sheriff, Houston Police Department, Precinct 8 Constable's Office, etc.).

5. Provide dispatching of Seabrook forces occupying the CPEOC. The current security service support contractor Emergency Dispatch Center (EDC) dispatchers will not dispatch Seabrook forces. JSC EDC dispatchers will request services from the City of Seabrook through procedures identified by Seabrook and agreed to by JSC.
6. Provide any auxiliary equipment and supplies normally associated with emergency operations. This equipment includes notebooks, emergency plans, community maps, unique display boards, and telephone books, which are used to perform emergency planning and response duties of a highly qualified municipal emergency management office.
7. Provide JSC the capability to have access to or utilize shared resources as appropriate and available from Seabrook. These shared resources may include communication equipment, portable generators, maintenance/clean-up equipment, etc., which would be used to perform appropriate emergency response activities.
8. In the event that the JSC Emergency Operations Center (EOC) is rendered inoperable, provide JSC access to the City of Seabrook EOC for no more than eight (8) JSC personnel. Said personnel will provide identification (including full name, office and emergency contact telephone number) of all JSC officials anticipated to occupy Seabrook facilities. JSC is not allowed to bring family members or pets on site or utilize shared resources as appropriate and available from the City of Seabrook. JSC personnel will terminate the use of shelter facilities of the City of Seabrook as soon as it is safe to return to JSC.
9. Comply with Federal, NASA, and JSC policies on the official use of computer resources. Use of CPEOC equipment, particularly computers and JSC Internet access, are subject to monitoring for official use. Misuse and/or abuse of Government-furnished computers and JSC Internet access will result in a formal complaint to the City of Seabrook Manager.

ARTICLE 4. SCHEDULE AND MILESTONES

The planned major milestones for the activities defined in the "Responsibilities" Article are as follows:

JSC Security Badging of City of Seabrook Emergency Operations Personnel	Date to be mutually agreed upon
JSC personnel utilize shelter facilities of the City of Seabrook for preparedness exercises	Dates to be mutually agreed upon, not to exceed one exercise per year
City of Seabrook personnel utilize the JSC CPEOC for preparedness exercises	Dates to be mutually agreed upon, not to exceed one exercise per year
JSC personnel utilize shelter facilities of the City of Seabrook during an emergency incident	As needed during the term of the Agreement

City of Seabrook personnel utilize the JSC CPEOC during an emergency incident	As needed during the term of the Agreement

ARTICLE 5. FINANCIAL OBLIGATIONS

There will be no transfer of funds between the Parties under this Agreement and each Party will fund its own participation. All activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, (31 U.S.C. § 1341).

ARTICLE 6. PRIORITY OF USE

Any schedule or milestone in this Agreement is estimated based upon the Parties' current understanding of the projected availability of NASA goods, services, facilities, or equipment. In the event that NASA's projected availability changes, Partner shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA's use of the goods, services, facilities, or equipment shall have priority over the use planned in this Agreement. Should a conflict arise, NASA in its sole discretion shall determine whether to exercise that priority. Likewise, should a conflict arise as between two or more non-NASA Partners, NASA, in its sole discretion, shall determine the priority as between those Partners. This Agreement does not obligate NASA to seek alternative government property or services under the jurisdiction of NASA at other locations.

ARTICLE 7. NONEXCLUSIVITY

This Agreement is not exclusive; accordingly, NASA may enter into similar agreements for the same or similar purpose with other private or public entities.

ARTICLE 8. LIABILITY AND RISK OF LOSS

A. Partner hereby waives any claims against NASA, its employees, its related entities, (including, but not limited to, contractors and subcontractors at any tier, grantees, investigators, customers, users, and their contractors and subcontractors, at any tier) and employees of NASA's related entities for any injury to, or death of, Partner employees or the employees of Partner's related entities, or for damage to, or loss of, Partner's property or the property of its related entities arising from or related to activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct.

B. Partner further agrees to extend this unilateral waiver to its related entities by requiring them, by contract or otherwise, to waive all claims against NASA, its related entities, and employees of NASA and employees of NASA's related entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement.

ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

A. General

1. "Related Entity" as used in this Data Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partner, that is assigned, tasked, or contracted to perform activities under this Agreement.
2. "Data," means recorded information, regardless of form, the media on which it is recorded, or the method of recording.
3. "Proprietary Data," means Data embodying trade secrets developed at private expense or commercial or financial information that is privileged or confidential, and that includes a restrictive notice, unless the Data is:
a. known or available from other sources without restriction;
b. known, possessed, or developed independently, and without reference to the Proprietary Data;
c. made available by the owners to others without restriction; or
d. required by law or court order to be disclosed.
4. Data exchanged under this Agreement is exchanged without restriction except as otherwise provided herein.
5. Notwithstanding any restrictions provided in this Article, the Parties are not restricted in the use, disclosure, or reproduction of Data provided under this Agreement that meets one of the exceptions in 3. above. If a Party believes that any exceptions apply, it shall notify the other Party before any unrestricted use, disclosure, or reproduction of the Data.
6. The Parties will not exchange preexisting Proprietary Data under this Agreement unless authorized herein or in writing by the owner.
7. If the Parties exchange Data having a notice that the Receiving Party deems is ambiguous or unauthorized, the Receiving Party shall tell the Providing Party. If the notice indicates a restriction, the Receiving Party shall protect the Data under this Article unless otherwise directed in writing by the Providing Party.
8. The Data rights herein apply to the employees and Related Entities of Partner. Partner shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this Article.
9. Disclaimer of Liability: NASA is not restricted in, or liable for, the use, disclosure, or reproduction of Data without a restrictive notice or for Data Partner gives, or is required to give, the U.S. Government without restriction.

B. Data First Produced by Partner Under this Agreement

If Data first produced by Partner or its Related Entities under this Agreement is given to NASA, and the Data is Proprietary Data, and it includes a restrictive notice, NASA will use reasonable efforts to protect it. The Data will be disclosed and used (under suitable protective conditions) only for U.S. Government purposes.

C. Data First Produced by NASA Under this Agreement

If Partner requests that Data first produced by NASA under this Agreement be protected, and NASA determines it would be Proprietary Data if obtained from Partner, NASA will use reasonable efforts to mark it with a restrictive notice and protect it for one year after its development. During this restricted period the Data may be disclosed and used (under suitable protective conditions) for U.S. Government purposes only, and thereafter for any purpose. Partner must not disclose the Data without NASA's written approval during the restricted period. The restrictions placed on NASA do not apply to Data disclosing a NASA-owned invention for which patent protection is being considered.

D. Publication of Results

The National Aeronautics and Space Act (51 U.S.C. § 20112) requires NASA to provide for the widest practicable and appropriate dissemination of information concerning its activities and the results thereof. As such, NASA may publish unclassified and non-Proprietary Data resulting from work performed under this Agreement. The Parties will coordinate publication of results allowing a reasonable time to review and comment.

E. Data Disclosing an Invention

If the Parties exchange Data disclosing an invention for which patent protection is being considered, and the furnishing Party identifies the Data as such when providing it to the Receiving Party, the Receiving Party shall withhold it from public disclosure for a reasonable time (one (1) year unless otherwise agreed or the Data is restricted for a longer period herein).

F. Copyright

Data exchanged with a copyright notice and with no restrictive notice is presumed to be published. The following royalty-free licenses apply:
1. If indicated on the Data that it was produced outside of this Agreement, it may be reproduced, distributed, and used to prepare derivative works only for carrying out the Receiving Party's responsibilities under this Agreement.
2. Data without the indication of F.1. is presumed to be first produced under this Agreement. Except as otherwise provided in paragraph E. of this Article, and in the Inventions and Patent Rights Article of this Agreement for protection of reported inventions, the Data may be reproduced, distributed, and used to prepare derivative works for any purpose.

G. Data Subject to Export Control

Whether or not marked, technical data subject to the export laws and regulations of the United States provided to Partner under this Agreement must not be given to foreign

persons or transmitted outside the United States without proper U.S. Government authorization.

ARTICLE 10. INTELLECTUAL PROPERTY RIGHTS - INVENTION AND PATENT RIGHTS

A. "Related Entity" as used in this Invention and Patent Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partner assigned, tasked, or contracted with to perform activities under this Agreement.

B. The invention and patent rights herein apply to employees and Related Entities of Partner. Partner shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this Article.

C. NASA has determined that 51 U.S.C. § 20135(b) does not apply to this Agreement. Therefore, title to inventions made (conceived or first actually reduced to practice) under this Agreement remain with the respective inventing party(ies). No invention or patent rights are exchanged or granted under this Agreement. NASA and Partner will use reasonable efforts to report inventions made jointly by their employees (including employees of their Related Entities). The Parties will consult and agree on the responsibilities and actions to establish and maintain patent protection for joint inventions, and on the terms and conditions of any license or other rights exchanged or granted between them.

ARTICLE 11. USE OF NASA NAME AND NASA EMBLEMS

A. NASA Name and Initials

Partner shall not use "National Aeronautics and Space Administration" or "NASA" in a way that creates the impression that a product or service has the authorization, support, sponsorship, or endorsement of NASA, which does not, in fact, exist. Except for releases under the "Release of General Information to the Public and Media" Article, Partner must submit any proposed public use of the NASA name or initials (including press releases and all promotional and advertising use) to the NASA Associate Administrator for the Office of Communications or designee ("NASA Communications") for review and approval. Approval by NASA Office of Communications shall be based on applicable law and policy governing the use of the NASA name and initials.

B. NASA Emblems

Use of NASA emblems (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) is governed by 14 C.F.R. Part 1221. Partner must submit any proposed use of the emblems to NASA Communications for review and approval.

ARTICLE 12. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

NASA or Partner may, consistent with Federal law and this Agreement, release general information regarding its own participation in this Agreement as desired.

ARTICLE 13. DISCLAIMER OF WARRANTY

Goods, services, facilities, or equipment provided by NASA under this Agreement are provided "as is." NASA makes no express or implied warranty as to the condition of any such goods, services, facilities, or equipment, or as to the condition of any research or information generated under this Agreement, or as to any products made or developed under or as a result of this Agreement including as a result of the use of information generated hereunder, or as to the merchantability or fitness for a particular purpose of such research, information, or resulting product, or that the goods, services, facilities or equipment provided will accomplish the intended results or are safe for any purpose including the intended purpose, or that any of the above will not interfere with privately-owned rights of others. Neither the government nor its contractors shall be liable for special, consequential or incidental damages attributed to such equipment, facilities, technical information, or services provided under this Agreement or such research, information, or resulting products made or developed under or as a result of this Agreement.

ARTICLE 14. DISCLAIMER OF ENDORSEMENT

NASA does not endorse or sponsor any commercial product, service, or activity. NASA's participation in this Agreement or provision of goods, services, facilities or equipment under this Agreement does not constitute endorsement by NASA. Partner agrees that nothing in this Agreement will be construed to imply that NASA authorizes, supports, endorses, or sponsors any product or service of Partner resulting from activities conducted under this Agreement, regardless of the fact that such product or service may employ NASA-developed technology.

ARTICLE 15. COMPLIANCE WITH LAWS AND REGULATIONS

A. The Parties shall comply with all applicable laws and regulations including, but not limited to, safety; security; export control; environmental; and suspension and debarment laws and regulations. Access by a Partner to NASA facilities or property, or to a NASA Information Technology (IT) system or application, is contingent upon compliance with NASA security and safety policies and guidelines including, but not limited to, standards on badging, credentials, and facility and IT system/application access.

B. With respect to any export control requirements:

1. The Parties will comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120 through 130, and

the Export Administration Regulations (EAR), 15 C.F.R. Parts 730 through 799, in performing work under this Agreement or any Annex to this Agreement. In the absence of available license exemptions or exceptions, the Partner shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data and software, or for the provision of technical assistance.

2. The Partner shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of work under this Agreement or any Annex under this Agreement, including instances where the work is to be performed on-site at NASA and where the foreign person will have access to export-controlled technical data or software.

3. The Partner will be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions or exceptions.

4. The Partner will be responsible for ensuring that the provisions of this Article apply to its Related Entities.

C With respect to suspension and debarment requirements:

1. The Partner hereby certifies, to the best of its knowledge and belief, that it has complied, and shall comply, with 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 1880, Subpart C.

2. The Partner shall include language and requirements equivalent to those set forth in subparagraph C.1., above, in any lower-tier covered transaction entered into under this Agreement.

ARTICLE 16. TERM OF AGREEMENT

This Agreement becomes effective upon the date of the last signature below (herein referred to as "Effective Date") and shall remain in effect for five years from the Effective Date.

ARTICLE 17. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Agreement by providing thirty (30) calendar days written notice to the other Party.

ARTICLE 18. CONTINUING OBLIGATIONS

The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this Agreement, e.g., "Liability and Risk of Loss" and "Intellectual Property Rights"-related clauses shall survive such expiration or termination of this Agreement.

ARTICLE 19. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Agreement.

Management Points of Contact

NASA Lyndon B. Johnson Space Center
Alan T. Mather
Chief, Protective Services Division
Mail Stop: JS
2101 NASA Parkway
Houston, Texas 77058
Phone: 281-483-2619
alan.t.mather @nasa.gov

City of Seabrook
Office of Emergency Management
Charles "Jeff" Galyean
Director of Office of Emergency Management
1700 First Street
Seabrook, TX 77586
Phone: 281-291-5700
jgalyean@seabrooktx.gov

ARTICLE 20. DISPUTE RESOLUTION

Except as otherwise provided in the Article entitled "Priority of Use," the Article entitled "Intellectual Property Rights – Invention and Patent Rights" (for those activities governed by 37 C.F.R. Part 404), and those situations where a pre-existing statutory or regulatory system exists (e.g., under the Freedom of Information Act, 5 U.S.C. § 552), all disputes concerning questions of fact or law arising under this Agreement shall be referred by the claimant in writing to the appropriate person identified in this Agreement as the "Points of Contact." The persons identified as the "Points of Contact" for NASA and the Partner will consult and attempt to resolve all issues arising from the implementation of this Agreement. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this Agreement, or their designees, for joint resolution. If the Parties remain unable to resolve the dispute, then the NASA signatory or that person's designee, as applicable, will issue a written decision that will be the final agency decision for the purpose of judicial review. Nothing in this Article limits or prevents either Party from pursuing any other right or remedy available by law upon the issuance of the final agency decision.

ARTICLE 21. MODIFICATIONS

Any modification to this Agreement shall be executed, in writing, and signed by an authorized representative of NASA and the Partner.

ARTICLE 22. ASSIGNMENT

Neither this Agreement nor any interest arising under it will be assigned by the Partner or NASA without the express written consent of the officials executing, or successors, or officials possessing original or delegated authority to execute this Agreement.

ARTICLE 23. APPLICABLE LAW

U.S. Federal law governs this Agreement for all purposes, including, but not limited to, determining the validity of the Agreement, the meaning of its provisions, and the rights, obligations and remedies of the Parties.

ARTICLE 24. INDEPENDENT RELATIONSHIP

This Agreement is not intended to constitute, create, give effect to or otherwise recognize a joint venture, partnership, or formal business organization, or agency agreement of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein.

ARTICLE 25. LOAN OF GOVERNMENT PROPERTY

The parties shall complete and enter into a separate NASA Form 893, Loan of NASA Equipment, for any NASA equipment which is to be loaned to Partner in support of the activities under this Agreement.

ARTICLE 26. SIGNATORY AUTHORITY

The signatories to this Agreement covenant and warrant that they have authority to execute this Agreement. By signing below, the undersigned agrees to the above terms and conditions.

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION LYNDON B. JOHNSON SPACE CENTER	CITY OF SEABROOK OFFICE OF EMERGENCY MANAGEMENT
BY:_____ Joel B. Walker Director, Center Operations	BY:_____ The Honorable Glenn Royal Mayor
DATE:_____	DATE:_____

CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: 05-17-16

Submitter/Requestor: Padgett / Chairez **Date Submitted:** 05-04-16

Presenter: Padgett / Chairez

Description/Subject: Annual Surplus Auction

Name of Applicant (if applicable) :

Legal Description (if applicable): Auction

Purpose/Need: Policy Issue

Background/Issue (What prompted this need?)**:** Every year the City of Seabrook disposes in public auction used & old surplus property items such as old computers, office furniture, old vehicles, old equipment, abandoned bicycles, items in the Police Dept. property room and other misc items.

Impacted Parties (Expected/Notified)**:** City of Seabrook, Worstell Auction Company

Miscellaneous Comments: The City of Seabrook participates in public auctions annually or as needed.

Recommended Action: Approve auction item list.

Attachments: Auction item list, misc information.

Fiscal Impact:

Finance Officer Review	☐ Yes	☐ No
Budgeted	☐ Yes	☒ No
Budget Amendment Required	☐ Yes	☒ No

Budget Dept/Line Item Number:
Future/Ongoing Impact:

Funding Comments: N/A

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

Suggested Motion: Approve Auction item list.

(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 on

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

All requests must be submitted to the City Secretary's Office no later than 12:00 p.m. on the Monday, one week prior to 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

PUBLIC WORKS DEPARTMENT

AUCTION LIST: May 4, 2016

Equipment

Qty	Description	Model	COS#	Serial #	VIN #
1	RKI Truck Mount Crane Lift	3200		WOL21-21-35	

VEHICLES & HEAVY EQUIPTMENT

Qty	Make	Model	COS#	Serial #	VIN #
1	Hoos Pontoon Boat	2001		1HU1TFZ2711010111	
1	MCCL Boat Trailer	2012		4LYBG2424CH900446	
1	Case 580 Super K Backhoe	1991		2631	
1	International Bulldozer	1981		887	

MISCELLANEOUS

Qty	Description	Model	COS#	Serial #	VIN #

WORSTELL AUCTION CO.
Turning Assets Into Cash

713-946-8888

Auctioneers - Liquidators - Appraisers
For top-quality wholesale merchandise at the low prices you can only find at auction, visit Worstell Auction Co., Houston's largest general merchandise auction facility. With professionally run auctions once a month, Worstell Auction Co. provides all the services you'd expect from a first-rate auctioneer. For surplus merchandise from colleges, hospitals, municipalities, fortune 500 companies, restaurants, and more, the only bid you need to place is the one you place at Worstell Auction Co. Contact us today for more information on our quality general merchandise auction services.

Quality Surplus Merchandise
When you're in the market for quality office furniture, industrial goods, restaurant equipment, or educational surplus items at affordable prices, Worstell Auction Co. has it all. Our quality auction house carries items from a variety of clients, including:

- Haliburton
- San Jacinto College
- South Texas College of Law
- Kellogg Brown & Root
- Schlumberger
- Moving and Storage Facilities
- University of Houston
- City of Pasadena, Texas
- Pasadena Independent School District
- Office Management Companies

For more information please click on link below:

http://www.worstellauctionco.com/Default.aspx

CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: May 17, 2016

Submitter/Requestor: S. Wright **Date Submitted:** April 12, 2016

Presenter: S. Wright

Description/Subject: 2015 Racial Profile Report

Name of Applicant (if applicable) :

Legal Description (if applicable):

Purpose/Need: Administrative Issue

Background/Issue (What prompted this need?)**:** State Report

Impacted Parties (Expected/Notified)**:** N/A

Miscellaneous Comments: N/A

Recommended Action: Accept

Attachments: Racial Profile Report

Fiscal Impact:

Finance Officer Review	☐ Yes	☒ No
Budgeted	☐ Yes	☒ No
Budget Amendment Required	☐ Yes	☒ No

Budget Dept/Line Item Number: N/A
Future/Ongoing Impact: N/A

Funding Comments: N/A

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

Suggested Motion: N/A

(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 on N/A

Approved by City Attorney on N/A
(City Attorney should review all ordinances, resolutions, contracts and executive session items.)

All requests must be submitted to the City Secretary's Office no later than 12:00 p.m. on the Monday, one week prior to the regular Tuesday Council Meeting. All required attachments are to be submitted with the request. Incomplete items cannot be placed on the agenda.

TIER 1 - PARTIAL EXEMPTION RACIAL PROFILING REPORT

Agency Name:	SEABROOK POLICE DEPT.
Reporting Date:	04/06/2016
TCOLE Agency Number:	201222
Chief Administrator:	SEAN WRIGHT
Agency Contact Information:	Phone: 2812915610

This Agency claims partial racial profiling report exemption because:

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Certification to This Report 2.132 (Tier 1) – Partial Exemption

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

SEABROOK POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

(1) clearly defines acts constituting racial profiling;

(2) strictly prohibits peace officers employed by the SEABROOK POLICE DEPT. from engaging in racial profiling;

(3) implements a process by which an individual may file a complaint with the SEABROOK POLICE DEPT. if the individual believes that a peace officer employed by the SEABROOK POLICE DEPT. has engaged in racial profiling with respect to the individual;

(4) provides public education relating to the agency's complaint process;

(5) requires appropriate corrective action to be taken against a peace officer employed by the SEABROOK POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the SEABROOK POLICE DEPT.'s policy adopted under this article;

(6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:

(A) the race or ethnicity of the individual detained;

(B) whether a search was conducted and, if so, whether the individual detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

I certify these policies are in effect.

Executed by: ***SEAN WRIGHT***
Chief Administrator

SEABROOK POLICE DEPT.

Date: 04/06/2016

SEABROOK POLICE DEPT.Motor Vehicle Racial Profiling Information

Number of motor vehicle stops:

1. **1662** citation only
2. **8** arrest only
3. **322** both

4. **1992 Total** (4, 11, 14 and 17 must be equal)

Race or Ethnicity:

5 **187** African
6. **23** Asian
7. **1375** Caucasian
8. **395** Hispanic
9. **0** Middle Eastern
10. **12** Native American

11. **1992 Total** (lines 4, 11, 14 and 17 must be equal)

Race or Ethnicity known prior to stop?

12. **50** Yes
13. **1942** No

14. **1992 Total** (lines 4, 11, 14 and 17 must be equal)

Search conducted?

15. **226** Yes
16. **1766** No

17. **1992 Total** (lines 4, 11, 14 and 17 must be equal)

Was search consented?

18. **32** Yes
19. **194** No

20. **226 Total** (must equal line 15)

Revised 03/11

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

Date of Application: 5/4/16 Name of Applicant: JOE MACHOL

Full Address of Applicant: 2601 REPSDORPH RD #209 SEABROOK, TX 77586

Day Time Phone (281) 804-0434 Night time phone ( ) SAME

e-mail address: [redacted]

Name of Organization, Firm or Corporation on whose behalf this application is made: JOE MACHOL

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? _____

Requested Date(s) and Times of the Event:
10 AM - 12:00 NOON MAY 29th 2016

Location of the Event: BAY AREA VETERANS MEMORIAL

Give a brief description of the event: PARADE AND CEREMONY AT THE BAY AREA VETERANS MEMORIAL

Parade @ 10:45 11:00 @ memorial

Route from Community House to Main St.

Estimated No. of Workers 10 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? NONE.

How many parking spaces are you providing for the event? 50

Will any portion of this event be held on city property? If so, where? ALONG MAIN STREET

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? YES

Number of signs for this event 5 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): SEABROOK INTERMEDIATE TO THE VETERANS MEMORIAL

Estimated number and kind of animals to be used: NONE

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: 50 TOTAL WE ARE ALLOWING KIDS THIS YEAR WALKING OR BIKES

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

5-10-16
Date Approved

Sean Wright
Signature
Police Department Representative

Comments: 2 officers, P.W, BARRICADES. STAPLES/MAIN (2) HALL/MAIN (2) ON MAIN, BRYAN/MAIN (2) OFFICERS PAID DAY OF EVENT.

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 _____ 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.

Joe Machol
Signature of Applicant

JOE MACHOL
Printed Name of Applicant

5/4/16
Date Submitted

FOR OFFICE USE ONLY

_____
Reviewed by City Secretary Date

If applicable: Fire Marshal notified _____ Building Official Notified _____ City Mgr _____

This application has been reviewed by the Seabrook City Council on _____
and has been APPROVED DENIED.

The following conditions are placed upon this event: _____
_____

CITY OF SEABROOK
COMMUNITY DEVELOPMENT DEPARTMENT
1700 FIRST STREET
SEABROOK, TEXAS 77586
PHONE #: (281) 291-5669 FAX #: (281) 291-5690

PLEASE LIST LOCATIONS OF ALL TEMPORARY SIGNS

1. NASA 1 @ 146
2. 146 @ REPSDORPH
3. 146 @ BASE OF SEABROOK BRIDGE
4. NASA 1 @ REPSDORPH
5.
6.
7.
8.
9.
10.
11.
12.
13.
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18.
19.
20.

TALKED WITH WASTE MANAGEMENT
HAVE PORT O LET ON HOLD

Print Close

Thanks for your Special Event insurance request... what's next?

From: [redacted] on behalf of **Nancy Nicklow (Huff Insurance)** (nancy@huffinsurance.com)
Sent: Thu 5/14/15 8:50 AM
To: [redacted]

Joe,

I appreciate the opportunity to help you with your Special Event insurance. And here's great news...

You can relax now, because at Huff Insurance we automatically shop for you and find you the best deal possible! How?

As independent agents we'll find you the best deal from some of the best companies in the state. You don't have to do anything else. Just sit back, relax, and let us bring the best deal to you! It couldn't be any easier.

Plus, we'll guide you through your protection decisions with clarity, expertise and caring, so...

You get the protection that's right for you, and...

You don't pay for anything you don't really need!

We'll be in touch soon, so sit back and relax. We're on the job... for you!

To ensure that any follow-up regarding your insurance doesn't end up in your spam folder, click on this Click Here. Also, from time to time we will send you personal video messages. To ensure they don't end up in your spam folder, please add the domain vidbiscuit.com to your list of safe senders!

Thanks again,

Nancy Nicklow
Huff Insurance
nancy@huffinsurance.com
410-647-1111
President, Huff Insurance

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Huff Insurance, 8349 Ritchie Highway, Pasadena MD, 21122

CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: May 16 , 2016

Submitter/Requestor: Chief Wright **Date Submitted: May 9, 2016**

Presenter: N/A

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

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

Background/Issue:

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

Impacted Parties (Expected/Notified)**:**

Miscellaneous Comments:

Recommended Action:

Attachments:

Police Department Report, Fire Department Report, CLEMC Report

Fiscal Impact:

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

Budget Dept/Line Item Number _____

Funding Comments:

Where on the agenda should this item be placed?

CONSENT AGENDA

Suggested Motion:

City Manager Review:

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

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

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

Received and accepted by the City Secretary/Assistant _____ _____

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

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

Council Stat Report
4/1/2016 - 5/31/2016

Offense Data

BURGLARY OF MOTOR VEHICLE	12
ASSAULT BY CONTACT F/VIO	7
POSSESSION OF SUBSTANCE IN PENALTY GROUP 1	4
ASSAULT BY CONTACT	3
CREDIT CARD OR DEBIT CARD ABUSE	3
FRAUD	3
POSSESSION OF MARIJUANA	3
THEFT	3
ASSAULT BY THREAT	2
ASSAULT CAUSES BODILY INJURY FAMILY VIOLENCE ENHANCED	2
DRIVING WHILE INTOXICATED	2
HARASSMENT	2
(FSGI) ACCIDENT INVOLVING DAMAGE TO VEHICLE- CLASS B	1
ASSAULT CAUSES BODILY INJURY	1
ASSAULT CAUSES BODILY INJURY- (FAMILY VIOLENCE)	1
BURGLARY OF BUILDING / NON-FORCED	1
BURGLARY OF HABITATION / NON-FORCED	1
CRIMINAL MISCHIEF	1
DEATH INVESTIGATION	1
FAIL TO GIVE INFORMATION - UNATTENDED VEHICLE	1
FAIL TO IMMEDIATELY REPORT ACCIDENT	1
FAILURE TO IDENTIFY	1
FRAUDULENT USE/POSSESSION OF IDENTIFYING INFORMATION	1
FUGITIVE FROM JUSTICE	1
MISSING PERSON	1
PROHIBITED WEAPONS-POSSESS,MANUFACTURE,TRANS,REPAIR, SELL	1
SUICIDE - ATTEMPTED	1
TERRORISTIC THREAT	1
THEFT (STOLEN PROPERTY/RECEIVE,POSSESS,BUY)	1
THEFT <$100 SHOPLIFTING	1
UNAUTHORIZED USE OF A VEHICLE (AUTO)	1
VIOLATION OF PROTECTIVE ORDER OR MAGISTRATE ORDER	1
Total Offense Reports:	**66**

Arrest Data

WARRANT - AGENCY	32
WARRANT - OTHER AGENCY	27
PUBLIC INTOXICATION	25
DRIVING WHILE LICENSE INVALID (C)	13
POSSESSION OF DRUG PARAPHERNALIA	13
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY - C	11
NO DL	9
ASSAULT BY CONTACT	5
POSSESSION OF SUBSTANCE IN PENALTY GROUP 1	5
EXPIRED LICENSE PLATES	4
ASSAULT CAUSES BODILY INJURY- (FAMILY VIOLENCE)	3
FAIL TO MAINTAIN SINGLE LANE	3
FAILURE TO APPEAR	3
FAILURE TO IDENTIFY	3
INDECENCY WITH A CHILD - WITH CONTACT	3
POSSESSION OF MARIJUANA	3
POSSESSION OF SUBSTANCE IN PENALTY GROUP 2	3
TRAFFIC OFFENSE	3
DEFECTIVE STOP LAMPS	2
DISREGARD STOP SIGN	2
DRIVING WHILE INTOXICATED	2
EXPIRED MOTOR VEHICLE INSPECTION	2
FAIL TO SIGNAL LANE CHANGE	2
FAIL TO SIGNAL TURN	2
OBSTRUCTED/UNCLEAN REAR LP	2
TAMPERING WITH GOVERNMENTAL DOCUMENT	2
(FSGI) ACCIDENT INVOLVING DAMAGE TO VEHICLE- CLASS C	1
ASSAULT BY THREAT	1
ASSAULT CAUSES BODILY INJURY FAMILY VIOLENCE ENHANCED	1
ASSAULT CAUSES SERIOUS BODILY INJURY	1
DRIVING WHILE LICENSE INVALID WITH PRIOR DWLI SUSP	1
DROVE ON IMPROVED SHOULDER	1
EVADING ARREST OR DETENTION	1
FAIL TO CHANGE ADDRESS ON DL	1
FAIL TO GIVE INFORMATION - UNATTENDED VEHICLE	1
FAIL TO YIELD ROW - INTERSECTION	1
FAIL TO YIELD ROW TO EMERGENCY VEHICLE	1
FOLLOW TOO CLOSELY	1
FUGITIVE FROM JUSTICE	1
INDECENCY WITH A CHILD - EXPOSURE	1
MINOR CONSUMPTION ALCOHOL	1
NO DL ON DEMAND	1
OPERATE MOTOR VEHICLE WITHOUT TWO LICENSE PLATES	1
POSSESSION DANGEROUS DRUG	1
POSSESSION OF DRUG PARAPH<18 YOA	1
POSSESSION OF SUBSTANCE IN PENALTY GROUP 3	1
PROHIBITED WEAPONS-POSSESS,MANUFACTURE,TRANS,REPAIR, SELL	1
RESISTING ARREST SEARCH OR TRANSPORTATION	1
THEFT < $50	1
THEFT <$100 SHOPLIFTING	1
UNSAFE SPEED	1

Total Arrests: 124 **Total Charges:** 209

CALL FOR SERVICE DATA

TRAFFIC STOP	887
SUSPICIOUS CIRC PERSON VEHICLE	124
CVE INSPECTION	114
MINOR ACCIDENT	59
ALARM BURGLAR	58
DISTURBANCE	44
INTOXICATED DRIVER PERSON	40
ASSIST BY LAW	33
TRAFFIC HAZ PROB DIRECT RELAT	31
ASSIST CITIZEN	30
WELFARE CONCERN	25
LOUD MUSIC NOISE	24
CIVIL PROBLEM STANDBY	19
THEFT	19
BURGLARY	18
FLAGDOWN	18
RECKLESS DRIVER CONDUCT	18
FOLLOW UP	14
HARASSMENT	12
PARKING VIOLATION	10
TRESPASS	10
VIOLATION CITY ORDINANCE	10
CRIMINAL MISCHIEF	9
DISABLED VEHICLE	9
ASSAULT	8
FRAUD	8
ACCIDENT MAJOR	7
THREAT TERRORISTIC	6
WARRANT SERVICE	6
ABUSE NEGLECT CHILD ELDERLY	5
ANIMAL CONTROL PROBLEM	5
ALARM PANIC	4
ID THEFT	4
LOST MISSING RECOVERED ABDUCTD	4
VEHICLE IN THE DITCH	4
911 HANG UP	3
PROPERTY LOST RECOVERED	3
ALARM HOLD UP	2
DISORDERLY CONDUCT	2
NARCOTICS VIOLATION	2
OFFICER ASSIST	1
OSSI TEST CALL	1
POLICE PURSUIT	1
PRISONER PROCESS	1
SEXUAL ASSAULT	1
UNAUTHORIZED USE OF M/V	1
WEAPONS OFFENSES	1
Total CFS:	1715

Seabrook

City of Seabrook Monthly Statistics

Alarm Date Between {04/01/2016} And {04/30/2016} and District = "1 "

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
131 Passenger vehicle fire	1	1.92%	$12,000	100.00%
	1	**1.92%**	**$12,000**	**100.00%**
3 Rescue & Emergency Medical Service Incident				
311 Medical assist, assist EMS crew	29	55.77%	$0	0.00%
324 Motor Vehicle Accident with no injuries	1	1.92%	$0	0.00%
	30	**57.69%**	**$0**	**0.00%**
4 Hazardous Condition (No Fire)				
444 Power line down	1	1.92%	$0	0.00%
445 Arcing, shorted electrical equipment	1	1.92%	$0	0.00%
	2	**3.85%**	**$0**	**0.00%**
5 Service Call				
510 Person in distress, Other	1	1.92%	$0	0.00%
5312 Smoke or odor problem	3	5.77%	$0	0.00%
551 Assist police or other governmental agency	1	1.92%	$0	0.00%
561 Unauthorized burning	1	1.92%	$0	0.00%
	6	**11.54%**	**$0**	**0.00%**
6 Good Intent Call				
611 Dispatched & cancelled en route	2	3.85%	$0	0.00%
6111 Dispatched & cancelled en route to automatic alarm	1	1.92%	$0	0.00%
651 Smoke scare, odor of smoke	1	1.92%	$0	0.00%
	4	**7.69%**	**$0**	**0.00%**
7 False Alarm & False Call				
733 Smoke detector activation due to malfunction	1	1.92%	$0	0.00%
740 Unintentional transmission of alarm, Other	2	3.85%	$0	0.00%
745 Alarm system activation, no fire - unintentional	6	11.54%	$0	0.00%
	9	**17.31%**	**$0**	**0.00%**

Total Incident Count: 52 **Total Est Loss:** $12,000

Seabrook

City of Seabrook Monthly Statistics

Alarm Date Between {04/01/2016} And {04/30/2016} and District = "1 "

Total Number of Incidents	52	Total Number of Responding Personnel	394
Average Turnout per Incident	8		

Seabrook

City of Seabrook Monthly Statistics

Alarm Date Between {04/01/2016} And {04/30/2016} and District = "1 "

1 Seabrook

Incident	Alarm Date & Time		Arrival Date & Time		Stn	Shift	Response Time
131 Passenger vehicle fire							
16-0000999	04/28/2016	15:34:39	04/28/2016	15:42:16	1	2	00:07:37
			Average Response Time for District/Incident Type				**00:07:37**
311 Medical assist, assist EMS crew							
16-0160183	04/03/2016	11:36:23	04/03/2016	11:43:13	1	1	00:06:50
16-0160185	04/05/2016	11:27:20	04/05/2016	11:31:08	1	1	00:03:48
16-0160186	04/05/2016	19:59:30	04/05/2016	20:02:40	1	2	00:03:10
16-0160187	04/05/2016	22:28:28	04/05/2016	22:32:00	1	2	00:03:32
16-0160189	04/07/2016	06:34:08	04/07/2016	06:36:49	1	3	00:02:41
16-0160191	04/07/2016	12:59:15	04/07/2016	12:59:16	1	N	00:00:01
16-0160192	04/07/2016	17:48:44	04/07/2016	17:52:55	1	2	00:04:11
16-0160194	04/08/2016	12:24:00	04/08/2016	12:26:24	1	1	00:02:24
16-0160195	04/08/2016	17:55:11	04/08/2016	18:01:03	1	2	00:05:52
16-0160196	04/08/2016	18:05:39	04/08/2016	18:06:36	1	2	00:00:57
16-0160198	04/09/2016	19:05:42	04/09/2016	19:12:43	1	2	00:07:01
16-0160200	04/11/2016	16:32:35	04/11/2016	16:35:30	1	2	00:02:55
16-0160201	04/12/2016	21:45:55	04/12/2016	21:52:20	1	2	00:06:25
16-0160202	04/13/2016	19:33:00	04/13/2016	19:42:12	1	2	00:09:12
16-0160205	04/16/2016	03:54:01	04/16/2016	03:59:20	1	3	00:05:19
16-0160211	04/17/2016	07:24:28	04/17/2016	07:32:44	1	1	00:08:16
16-0160212	04/17/2016	13:03:40	04/17/2016	13:09:03	1	1	00:05:23
16-0160219	04/21/2016	03:05:22	04/21/2016	03:10:58	1	3	00:05:36
16-0160221	04/21/2016	19:31:18	04/21/2016	19:39:43	1	2	00:08:25
16-0160222	04/22/2016	20:43:14	04/22/2016	20:48:58	1	2	00:05:44
16-0160223	04/23/2016	11:34:41	04/23/2016	11:40:07	1	1	00:05:26
16-0160226	04/23/2016	22:29:09	04/23/2016	22:32:20	1	2	00:03:11
16-0160230	04/25/2016	00:45:08	04/25/2016	00:51:48	1	3	00:06:40
16-0160231	04/25/2016	02:43:32	04/25/2016	02:51:44	1	3	00:08:12
16-0160232	04/25/2016	12:04:39	04/25/2016	12:05:34	1	1	00:00:55
16-0160234	04/26/2016	13:32:51	04/26/2016	13:32:55	1	1	00:00:04
16-0160236	04/27/2016	23:07:15	04/27/2016	23:12:29	1	3	00:05:14
16-0160238	04/29/2016	15:05:15	04/29/2016	15:11:02	1	2	00:05:47
16-0160239	04/29/2016	21:16:03	04/29/2016	21:22:54	1	2	00:06:51
			Average Response Time for District/Incident Type				**00:04:50**
324 Motor Vehicle Accident with no injuries							
16-0160182	04/01/2016	19:12:15	04/01/2016	19:15:13	1	2	00:02:58
			Average Response Time for District/Incident Type				**00:02:58**
444 Power line down							
16-0160207	04/16/2016	22:26:09	04/16/2016	22:30:18	1	2	00:04:09
			Average Response Time for District/Incident Type				**00:04:09**

Seabrook

City of Seabrook Monthly Statistics

Alarm Date Between {04/01/2016} And {04/30/2016} and District = "1 "

1 Seabrook

Incident	Alarm Date & Time		Arrival Date & Time		Stn	Shift	Response Time
445 Arcing, shorted electrical equipment							
16-0160208	04/16/2016	22:37:57	04/16/2016	22:44:14	1	2	00:06:17
			Average Response Time for District/Incident Type				**00:06:17**
510 Person in distress, Other							
16-0160199	04/10/2016	22:40:01	04/10/2016	22:45:34	1	2	00:05:33
			Average Response Time for District/Incident Type				**00:05:33**
5312 Smoke or odor problem							
16-0160197	04/09/2016	19:03:55	04/09/2016	19:16:25	1	2	00:12:30
16-0160203	04/14/2016	21:44:27	04/14/2016	21:49:40	1	2	00:05:13
16-0160235	04/27/2016	15:07:13	04/27/2016	15:15:08	1	2	00:07:55
			Average Response Time for District/Incident Type				**00:08:33**
551 Assist police or other governmental agency							
16-0160210	04/17/2016	04:11:58	04/17/2016	04:21:18	1	3	00:09:20
			Average Response Time for District/Incident Type				**00:09:20**
561 Unauthorized burning							
16-0160216	04/18/2016	19:02:01	04/18/2016	19:02:04	1	2	00:00:03
			Average Response Time for District/Incident Type				**00:00:03**
611 Dispatched & cancelled en route							
16-0160218	04/20/2016	14:21:55	04/20/2016	14:28:12	1	1	00:06:17
16-0160237	04/29/2016	10:07:07	04/29/2016	10:10:24	1	1	00:03:17
			Average Response Time for District/Incident Type				**00:04:47**
651 Smoke scare, odor of smoke							
16-0160204	04/15/2016	23:07:04	04/15/2016	23:11:27	1	3	00:04:23
			Average Response Time for District/Incident Type				**00:04:23**
733 Smoke detector activation due to malfunction							
16-0160213	04/17/2016	20:52:15	04/17/2016	21:06:14	1	2	00:13:59
			Average Response Time for District/Incident Type				**00:13:59**
740 Unintentional transmission of alarm, Other							
16-0160184	04/04/2016	11:11:57	04/04/2016	11:15:51	1	1	00:03:54
16-0160206	04/16/2016	15:28:48	04/16/2016	15:33:26	1	2	00:04:38
			Average Response Time for District/Incident Type				**00:04:16**
745 Alarm system activation, no fire - unintentional							
16-0160190	04/07/2016	08:10:39	04/07/2016	08:15:50	1	1	00:05:11
16-0160209	04/17/2016	01:38:37	04/17/2016	01:51:24	1	3	00:12:47
16-0160214	04/18/2016	10:33:34	04/18/2016	10:40:02	1	1	00:06:28
16-0160224	04/23/2016	16:09:02	04/23/2016	16:21:22	1	2	00:12:20
16-0160229	04/24/2016	21:44:20	04/24/2016	21:51:17	1	2	00:06:57
16-0160233	04/26/2016	12:14:14	04/26/2016	12:14:22	1	1	00:00:08
			Average Response Time for District/Incident Type				**00:07:19**

Seabrook

City of Seabrook Monthly Statistics

Alarm Date Between {04/01/2016} And {04/30/2016}
and District = "1 "

1 Seabrook

Incident	Alarm Date & Time	Arrival Date & Time	Stn	Shift	Response Time

Overall Average Response Time for District 00:05:32

Total Incident Count: 51

Overall Average Response Time: 00:05:32

CLEMC REPORT

Seabrook Stats Report APR16

Allergic Reaction	0
Assist by EMS	3
Attempted Suicide	1
Breathing problems	4
Choking	0
CPR	0
CVA	1
Death Investigation	1
Diabetic	3
Drowning	0
Heart problems/pain	8
Injured person	0
Motor Vehicle Incidents	6
Medical Alert Alarm	0
OB Baby Call	0
Overdose	2
Seizure	5
Sick Call	23
Trauma Gunshot/Stabbing	24
fire stand-by	0
Unconscious	1
Total	82

Response Time 7 Min 49 Sec

SEABROOK

CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: May 17, 2016

Submitter/Requestor: Sean Landis

Presenter: Sean Landis

Description/Subject: Monthly Building Department Report for April 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 April, there was 3 residential permits issued totaling $759,777.31
No new commercial permits were issued in April.

Recommended Action:

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

Fiscal Impact:

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

Budget Dept/Line Item Number _____

Funding Comments:

Where on the agenda should this item be placed?

Suggested Motion:

City Manager Review:

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

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

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

Received and accepted by the City Secretary/Assistant _____ _____

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

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

Building Department Statistics
April 2016

PERMIT TYPES	# ISSUED	VALUATION	FEES PAID
New Residential	3	$759,777.31	$4,144.50
Building Additions	24	$170,454.50	$2,095.00
New Commercial	0	$0.00	$0.00
Commercial Additions	1	$200,000.00	$1,280.00
New City	0	$0.00	$0.00
City Additions	0	$0.00	$0.00
Electrical	15	$16,290.00	$496.00
Fill	3	$2,050.00	$300.00
Irrigation	3	$23,200.00	$172.50
Mechanical	9	$78,279.00	$1,023.00
Plumbing	13	$30,608.00	$707.50
Sign	4	$16,805.00	$315.00
Demolition	0	$0.00	$0.00
Fire/Sprinkler	1	$5,000.00	$82.50
Miscellaneous	8	$200,475.00	$1,706.00
Lien pay out	0	$0.00	$0.00
TOTALS	**84**	**$1,502,938.81**	**$12,322.00**

Building Department Statistics
Fiscal Year 2015-2016

Date	New Residential		Residential Additions & Pools		Commercial New & Additions		City Projects New & Additions		*Miscellaneous		Electrical		Irrigation		Mechanical		Plumbing		Monthly Totals		Last Year Totals	
	#	Valuation	#	Valuation	#	Valuation	#	Valuation	#	Valuation	#	Valuation	#	Valuation	#	Valuation	#	Valuation	#		#	
October	3	$878,253.00	5	$124,987.00	4	$38,003.50	0	$0.00	5	$91,000.00	12	$ 40,361.00	1	$2,400.00	14	$ 161,836.58	7	$ 31,450.00	51	$1,368,291.08	52	$ 1,875,649.25
November	1	$279,900.00	13	$179,800.76	8	$218,340.00	0	$0.00	2	$8,250.00	7	$ 25,104.00	0	$0.00	7	$ 65,834.00	16	$ 29,507.21	54	$806,735.97	58	$ 1,174,017.38
December	2	$406,936.50	8	$269,588.00	4	$10,175,324.00	0	$0.00	6	$24,360.00	8	$ 551,460.00	2	$2,728.00	8	$ 86,891.30	14	$ 554,270.00	52	$12,071,557.80	56	$ 1,183,504.55
January	0	$0.00	12	$165,695.00	2	$115,200.00	0	$0.00	4	$11,900.00	5	$ 10,926.00	0	$0.00	9	$ 84,775.91	15	$52,545.00	47	$441,041.91	36	$ 145,896.60
February	0	$0.00	11	$223,955.70	8	$509,627.00	0	$0.00	9	$31,000.00	14	$ 63,705.00	0	$0.00	20	$ 137,208.00	16	$ 58,211.00	78	$1,023,706.70	45	$ 1,291,282.66
March	1	$583,620.00	20	$347,984.86	7	$69,500.00	0	$0.00	7	$80,168.00	9	$ 46,960.00	0	$0.00	7	$ 78,381.00	18	$ 20,982.00	69	$1,254,595.86	58	$ 1,538,184.96
April	3	$759,777.31	27	$344,829.50	1	$200,000.00	0	$0.00	13	$49,955.00	15	$ 16,290.00	3	$23,200.00	9	$ 78,279.00	13	$ 30,608.00	84	$1,502,938.81	74	$ 1,324,718.50
May																					79	$ 2,494,938.60
June																					65	$ 4,026,307.50
July																					79	$ 2,000,839.22
August																					58	$ 1,940,194.04
September																					64	$ 1,125,906.00
Y-T-D TOTALS	**10**	**$2,908,486.81**	**96**	**$1,656,840.82**	**34**	**$11,325,994.50**	**0**	**$0.00**	**46**	**$296,633.00**	**70**	**$754,806.00**	**6**	**$28,328.00**	**74**	**$693,205.79**	**99**	**$777,573.21**	**435**	**$18,468,868.13**	**724**	**$ 20,121,439.26**

	Fees Paid		Fees Paid		
October	$6,823.98	April	$12,322.00		
November	$14,403.07	May			
December	$8,085.50	June			
January	$5,174.00	July			
February	$10,239.50	August			
March	$10,531.50	September		Y-T-D Total	$ 67,579.55

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

New Residential Buildings	
	10

	#	Water Impact Fees	#	Sewer Impact Fees			#	Water Impact Fees	#	Sewer Impact Fees						
October	2	$ 1,346.35	2	$ 595.19		April		$ 2,870.31		$ 5,483.05						
November	2	$ 1,788.56	2	$ 4,039.05		May										
December	3	$ 1,788.00	2	$ 4,039.05		June										
January	0	$ -	0	$ -		July								Water Impact		Sewer Impact
February	0	$ -	0	$ -		August										
March	7	$ 948.00	7	$ 1,054.00		September						Y-T-D Total	14	$8,741.22	13	$15,210.34

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {04/01/2016} And {04/30/2016}

LAKESIDE3300 Seabrook United Methodist Church
3300 Lakeside DR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/29/2016		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

NASA1918 Signature Bistro
1918 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/15/2016		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

WATERFRONT30 T.H. Seafood
302 Waterfront DR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/15/2016		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

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

Date	Time	Type	Staff Hrs	Fee
04/08/2016		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {04/01/2016} And {04/30/2016}

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

Date	Time	Type	Staff Hrs	Fee
04/15/2016		210 INSPECTION - Site	0.00	
04/22/2016		222 INSPECTION - Sprinkler System	0.00	
04/28/2016		820 CONSULTATION - Fire Protection	0.00	
Total Activities for Occupancy: 3			**0.00**	

TOWE09 Towers of Seabrook Bldg 06
3300 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/22/2016		224 INSPECTION - Sprinkler Above Groung Hydro	0.00	
04/22/2016		226 INSPECTION - Cover	0.00	
Total Activities for Occupancy: 2			**0.00**	

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

Date	Time	Type	Staff Hrs	Fee
04/01/2016		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			**0.00**	

TOWE02 Towers of Seabrook Bldg 09
3300 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/01/2016		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			**0.00**	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {04/01/2016} And {04/30/2016}

TOWE05 Towers of Seabrook Bldg 10
3300 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/01/2016		221 INSPECTION - Fire Alarm	0.00	
Total Activities for Occupancy: 1			0.00	

TOWE08 Towers of Seabrook Bldg 13
3300 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/22/2016		224 INSPECTION - Sprinkler Above Groung Hydro	0.00	
04/22/2016		226 INSPECTION - Cover	0.00	
Total Activities for Occupancy: 2			0.00	

BAYPORT3400 Uncle Bob's Storage
3400 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/15/2016		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

Grand Total Activities: 43 **Grand Totals:** 0.00 0.00

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {04/01/2016} And {04/30/2016}

VACA03 Mattress Inc
3532 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/01/2016		201 INSPECTION - Final	0.00	
04/08/2016		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 2			0.00	

NASA3802 Pelican Reef Apartments
3802 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/08/2016		290 INSPECTION - Other	0.00	
Total Activities for Occupancy: 1			0.00	

REPSDORPH255 Regatta Bay Apartments
2555 Repsdorph
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/15/2016		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

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

Date	Time	Type	Staff Hrs	Fee
04/08/2016		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {04/01/2016} And {04/30/2016}

LAKESIDE1901 La Maison Apartments
1901 Lakeside DR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/08/2016		205 INSPECTION - Follow Up	0.00	
04/29/2016		205 INSPECTION - Follow Up	0.00	
04/29/2016		790 INVESTIGATION - Other	0.00	
Total Activities for Occupancy: 3			**0.00**	

2622NASA#G2 Louisville APL Diagnostics, Inc.
2622 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/15/2016		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

NASA2622#G2 Louisville APL Diagnostics, Inc.
2622 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/15/2016		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

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

Date	Time	Type	Staff Hrs	Fee
04/08/2016		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			**0.00**	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {04/01/2016} And {04/30/2016}

NASA2100#201 Hanover Annuities
2100 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/15/2016		200 INSPECTION - Annual	0.00	

Total Activities for Occupancy: 1 0.00

ATTC01 Houston Mechantronics
2100 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/15/2016		200 INSPECTION - Annual	0.00	

Total Activities for Occupancy: 1 0.00

NASA2900#100 Iguanas Ramas
2900 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/08/2016		200 INSPECTION - Annual	0.00	

Total Activities for Occupancy: 1 0.00

NASA2509 Jay Bettis & Company
2509 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/08/2016		200 INSPECTION - Annual	0.00	

Total Activities for Occupancy: 1 0.00

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {04/01/2016} And {04/30/2016}

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

Date	Time	Type	Staff Hrs	Fee
Total Activities for Occupancy: 6			0.00	

NICO01 Crossfit Seabrook
1904 El Mar LANE
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/29/2016		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

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

Date	Time	Type	Staff Hrs	Fee
04/08/2016		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
04/22/2016		100 PLAN REVIEW - General	0.00	
04/29/2016		100 PLAN REVIEW - General	0.00	
Total Activities for Occupancy: 2			0.00	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {04/01/2016} And {04/30/2016}

318WATERFRON Alfredo's Grocery
318 Waterfront DR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/15/2016		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

REPSDORPH260 Bar Harbour Apartments
2601 Repsdorph
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/15/2016		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

BAYPORT1501 Benjimans Auto
1501 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
04/15/2016		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

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

Date	Time	Type	Staff Hrs	Fee
04/01/2016		121 PLAN REVIEW - Fire Alarm	0.00	
04/01/2016		224 INSPECTION - Sprinkler Above Groung Hydro	0.00	
04/22/2016		205 INSPECTION - Follow Up	0.00	
04/29/2016		201 INSPECTION - Final	0.00	
04/29/2016		222 INSPECTION - Sprinkler System	0.00	
04/29/2016		221 INSPECTION - Fire Alarm	0.00	

Fire Inspector Report for April 2016

New (or annual) Inspections	**27**
Re-inspections (follow-ups)	**11**
Plan Reviews	**3**
Investigations	**1**
Consultations	**1**
Total Inspections	**43**
Outstanding Inspections	**35**

The City Council of the City of Seabrook met in regular session on Tuesday, April 5, 2016 at 7:00 p.m. in Seabrook City Hall, 1700 First Street, Seabrook, Texas to discuss, consider and if appropriate, take action on the items listed below.

THOSE PRESENT WERE:

GLENN R. ROYAL – ex. abs.	MAYOR
ROBERT LLORENTE – ex abs	COUNCIL PLACE NO. 1
MIKE GIANGROSSO – arrived at 8:06pm	COUNCIL PLACE NO. 2
GARY JOHNSON	MAYOR PRO TEM & COUNCIL PLACE NO. 3
MELISSA BOTKIN	COUNCIL PLACE NO. 4
GLENNA ADOVASIO	COUNCIL PLACE NO. 5
O.J. MILLER	COUNCIL PLACE NO. 6
GAYLE COOK	CITY MANAGER
SEAN LANDIS	DEPUTY CITY MANAGER
STEVE WEATHERED	CITY ATTORNEY
ROBIN HICKS	CITY SECRETARY

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

1.0 PRESENTATIONS

1.1 Presentation and reading of proclamation declaring April as Safe Digging Month. (Johnson).

Mayor Pro Tem Johnson read the proclamation declaring April as Safe Digging Month, and presented it to the representative from CenterPoint Energy. The representative from CenterPoint Energy encouraged everyone to call before they dig.

2.0 PUBLIC COMMENTS AND ANNOUNCEMENTS

Rex Bettis, of 322 Holly Branch Lane, Kemah, spoke on behalf of the Bay Access and Lakewood Race Series, which sponsors the Harvest Moon Regatta, and presented the City with the poster for the 2015 Harvest Moon Regatta. Mr. Bettis thanked the City for their sponsorship and support of the Regatta.

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

Councilmember Miller announced several upcoming events, including: the Evelyn Meador Library Community Cleanup; the Keels and Wheels event; the Monroe Splashpad Grand Opening; the Seabrook Volunteer Fire Department Open House. In addition, it was announced that the Trash Bash was a great success.

3.0 SPECIFIC PUBLIC HEARING(S)

3.1 Public hearing on Ordinance 2016-12, "Ordinance Continuing Taxation on Goods In Transit." (Cook)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, TO TAX TANGIBLE PERSONAL PROPERTY IN TRANSIT WHICH WOULD OTHERWISE BE EXEMPT PURSUANT TO TEXAS TAX CODE, BY AMENDING CHAPTER 85, "TAXATION AND FINANCE", ARTICLE IV, "SALES TAX", SECTION 85-113 "TAXATION OF SUPER FREEPORT GOODS, (GOODS IN TRANSIT)," TO REAFFIRM THE CONTINUATION OF TAXATION ON GOODS IN TRANSIT BY RECODIFYING THE UPDATED TEXT OF SUCH PROVISION TO A NEW TITLE IN THE SAME CHAPTER UNDER ARTICLE I, "IN GENERAL" SECTION 85-1, "TAXATION ON GOODS IN TRANSIT"; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED $500 OR AS OTHERWISE PROVIDED BY LAW FOR VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE OF ORDINANCES; PROVIDING FOR NOTICE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.

Mayor Pro Tem Johnson opened the Public Hearing.

No one came forward to speak.

Mayor Pro Tem Johnson closed the Public Hearing.

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

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

4.1 Approve on second of two readings proposed Resolution 2016-02, "EDC Project Designation Relocation and Improvements for Public Works Facilities" (Cook)

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

4.2 Approve a special events permit and temporary signs for Keels & Wheels annual Classic Automobile and Vintage Boat Show at Lakewood Yacht Club to be held April 23-24, 2016. (Applicant)

4.3 Approve an excused absence for Melissa Botkin and O.J. Miller for the March 15, 2016 regular City Council meeting. (Hicks)

END OF CONSENT AGENDA

Motion was made by Councilmember Botkin and seconded by Councilmember Adovasio

To approve the Consent Agenda as presented.

MOTION CARRIED BY UNANIMOUS CONSENT

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

5.1 Consider, discuss, and authorize approval of or take action on allocation of funds for events to be funded with Hotel Occupancy Tax (HOT) for FY 2016/17. (Dearman)

LeaAnn Dearman, Director of Communications, presented applications for funding for FY 2016/17:

Yachty Gras – amount requested: $5,000
Lucky Trail Marathon – amount requested: $25,000
Texas Outlaw Challenge – amount requested: $30,000
Gulf Coast Film Festival – amount requested: $2,500.
J/Fest Southwest – amount requested: $15,000
Bay Access Sailing Program – amount requested: $25,000
Bay Area Houston Ballet and Theater – amount requested: $25,000
Celebration Seabrook – amount requested: $50,000 ($40,000 for main event and $10,000 for second day event)
Keels and Wheels – amount requested: $50,000

Motion was made by Councilmember Adovasio and seconded by Councilmember Miller to approve allocation of funds for Yachty Gras, Lucky Trail Marathon, Texas Outlaw Challenge, Gulf Coast Film Festival, J/Fest Southwest, Bay Access Sailing Program, Bay Area Houston Ballet and Theater, Celebration Seabrook, and Keels and Wheels events to be funded with Hotel Occupancy Tax (HOT) for FY 2016/17.

MOTION CARRIED BY UNANIMOUS CONSENT

A new event: Galveston Bay Songwriters Festival – amount requested: $20,000

John Burns, applicant, stated that this festival is estimated to bring 10,000 attendees. This festival will bring original songwriters in from Texas and across the country who have songs on the radio. Concerts will take place in Seabrook and Kemah over 3 days (Friday, Saturday, and Sunday) in smaller venues like Tookie's and T-Bone Tom's. The events will be family oriented and most events will be free to the public. The proposed songwriters have fans all over the country, which will bring people to the area. An application has been submitted to Kemah for the same amount - $20,000. Marketing will be accomplished through an existing email list and social media advertising.

Motion was made by Councilmember Miller and seconded by Councilmember Adovasio

To approve allocation of $10,000 for the Galveston Bay Songwriters Festival before the event, and another $10,000 after a successful event, to be funded with Hotel Occupancy Tax (HOT) for FY 2016/17MOTION CARRIED BY UNANIMOUS CONSENT

Councilmember Botkin recused herself from discussion and voting on the Saltwater Derby application.

Because the recusal of Councilmember Botkin eliminated a quorum, this item was tabled until the arrival of Councilmember Giangrosso.

Saltwater Derby – amount requested: $10,000

Motion was made by Councilmember Adovasio and seconded by Councilmember Miller

To approve allocation of funds for the Saltwater Derby to be funded with Hotel Occupancy Tax (HOT) for FY 2016/17.

MOTION CARRIED BY UNANIMOUS CONSENT

5.2 Consider, discuss, and authorize approval of or take action on second reading of proposed Ordinance 2016-09, "Parking Prohibited on Streets and Private Property." (Landis)

AN ORDINANCE AMENDING CHAPTER 90 OF THE CODE OF ORDINANCES OF THE CITY OF SEABROOK, ENTITLED "TRAFFIC AND VEHICLES," ARTICLE III, "STOPPING, STANDING, AND PARKING," DIVISION 1, "GENERALLY," BY REPEALING SECTION 90-65 AND REPLACING IT UNDER THE SAME SECTION NUMBER WITH A NEW TITLE, "PARKING BUSES, TRUCK TRACTORS, TRAILERS, OR OTHER VEHICLES WITH TWO OR MORE AXLES EXCEEDING 26,000 LBS GROSS WEIGHT RATING (GVWR) ON STREETS"; REPEALING SECTION 90-66 AND REPLACING IT UNDER THE SAME SECTION NUMBER WITH A NEW TITLE, "PARKING

BUSES, TRUCK TRACTORS, TRAILERS, OR OTHER VEHICLES WITH TWO OR MORE AXLES EXCEEDING 26,000 LBS GROSS WEIGHT RATING (GVWR) ON PRIVATE PROPERTY"; RENUMBERING SUBSEQUENT SECTIONS ACCORDINGLY; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED $200, OR THE MAXIMUM AMOUNT PERMITTED BY LAW FOR VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Sean Landis, Deputy City Manager, stated that at the last City Council meeting the proposed change to Section 90 was presented due to recently noticed parking on City streets and on private property. At the last Council meeting, Council expressed concerns with the proposed weight limit and property owners who store their boats and trailers on private property. The new recommendation to include Class 7 vehicles, starting with those that exceed 26,000 lbs., parked on City streets and private property. Ordinance 2016-09 deletes Section 90-65, which prohibits parking of commercial vehicles on City streets, but only between 10pm and 6am. The proposed new section 90-65 allows vehicles exceeding 26,000 lbs to park for 1 hour on City streets or private property. The exception is for vehicles doing business with the property owner. A new section 90-66 is also proposed, which allows 1 hour parking of vehicles over 26,000 lbs. gross weight on private property with exceptions for service vehicles or those doing business with the private property owner; boats, trailers, and motor homes; and vehicles that are an accessory to the use on the private property, such as warehouse type use. Trucks and accessory is defined in the proposed ordinance. The ordinance does not address a prohibition of shipping containers, which cannot be stored or stacked on private property. Vans would be permissible because they do not exceed the 26,000 lb limit. However, if a business is run out of someone’s home and the truck for the business is a class 7 vehicle, that truck must be parked off-site.

Because no formal action was taken at the last Council meeting with regard to approving the ordinance on first reading, with amendments, motion was made by Councilmember Botkin and seconded by Councilmember Adovasio

To approve on first reading proposed Ordinance 2016-09, "Parking Prohibited on Streets and Private Property."

MOTION CARRIED BY UNANIMOUS CONSENT

5.3 Consider, discuss, and authorize approval of or take action on first reading of Ordinance 2016-12, "Ordinance Continuing Taxation on Goods In Transit." (Cook)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, TO TAX TANGIBLE PERSONAL PROPERTY IN TRANSIT WHICH WOULD OTHERWISE BE EXEMPT PURSUANT TO TEXAS TAX CODE, BY AMENDING CHAPTER 85, "TAXATION AND FINANCE", ARTICLE IV, "SALES TAX", SECTION 85-113 "TAXATION OF SUPER FREEPORT GOODS, (GOODS IN TRANSIT)," TO REAFFIRM THE CONTINUATION OF TAXATION ON GOODS IN TRANSIT BY RECODIFYING THE UPDATED TEXT OF SUCH PROVISION TO A NEW TITLE IN THE SAME CHAPTER UNDER ARTICLE I, "IN GENERAL" SECTION 85-1, "TAXATION ON GOODS IN TRANSIT"; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED $500 OR AS OTHERWISE PROVIDED BY LAW FOR VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE OF ORDINANCES; PROVIDING FOR NOTICE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.

Motion was made by Councilmember Miller and seconded by Councilmember Adovasio

To approve on first reading Ordinance 2016-12, "Ordinance Continuing Taxation on Goods In Transit."

MOTION CARRIED BY UNANIMOUS CONSENT

5.4 Consider, discuss and authorize of approval of or take action on first reading of proposed Ordinance 2016-13, "Ethics Review Commission Change in Frequency of Required Meeting." (Hicks)

AN ORDINANCE AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES OF THE CITY OF SEABROOK, ENTITLED "ADMINISTRATION," ARTICLE VI, "CODE OF EHTICS," DIVISION 2, "ETHICS REVIEW COMMISSION," SECTION 2-209, "MEETINGS" BY CHANGING THE FREQUENCY OF REQUIRED MEETINGS FROM SEMI-ANNUALLY TO AS MAY BE NECESSARY TO FULFILL ITS RESPONSIBILITIES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Robin Hicks, City Secretary, explained that the current ordinance requires the Ethics Review Commission to meet twice each year, and there have been no claims or complaints for many years for the Commission to review. The Commission has essentially been meeting to approve the minutes from the previous meeting. The City Secretary's office polled the Commission members and all were in agreement with

changing the frequency of the meetings to as may be necessary to fulfill its responsibilities, which will include meeting to hear updates on ethics standards and best practices and on ordinance revisions that apply to the work of the Commission.

Motion was made by Councilmember Adovasio and seconded by Councilmember Botkin

To approve on first reading proposed Ordinance 2016-13, "Ethics Review Commission Change in Frequency of Required Meeting."

MOTION CARRIED BY UNANIMOUS CONSENT

5.5 Consider, discuss, and authorize approval of or take action on the first of two readings of proposed Resolution 2016-11, "Designation of 'Seabrook Façade Improvement Incentive Program' for Authorized Economic Incentives" (Chavez)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, CONFIRMING THE "SEABROOK FACADE IMPROVEMENT INCENTIVE PROGRAM" AS AN AUTHORIZED PROJECT OF THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION, INCLUDING THE "ECONOMIC DEVELOPMENT AGREEMENT" WITH BURKE'S OUTLET STORES, LLC.

Councilmember Miller stated that this item was considered by the Seabrook Economic Development Corporation at their last meeting and approved.

Motion was made by Councilmember Miller and seconded by Councilmember Adovasio

To approve on the first of two readings proposed Resolution 2016-11, "Designation of 'Seabrook Façade Improvement Incentive Program' for Authorized Economic Incentives".

MOTION CARRIED BY UNANIMOUS CONSENT

5.6 Consider, discuss, or authorize approval of or take action on a proposed three (3) year membership commitment in the Bay Area Houston Convention and Visitors Bureau (BAHCVB). (Cook)

Gayle Cook, City Manager, stated that Councilmember Giangrosso serves as liaison on this board, and the board has had a number of meetings to discuss a reorganization of the Bureau. The Seabrook Visitor Center will be closed. The proposed reorganization is to gather the remaining cities, not change the funding, move forward, and have 2 full time people housed at the Clear Lake Chamber. At this time, the Bureau is asking cities for a 3 year membership commitment. If all cities agree to a 3 year commitment, an agreement will be brought to Council with a new scope of services. At this time the

board would like to hire two personnel and see if that is successful. Another proposal will be brought back to the various cities if hiring two personnel is not successful.

Motion was made by Councilmember Miller and seconded by Councilmember Adovasio

To approve a three (3) year membership commitment in the Bay Area Houston Convention and Visitors Bureau (BAHCVB).

MOTION CARRIED BY UNANIMOUS CONSENT

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

6.1 Consider and authorize approval of or take action on proposed Ordinance No. 2015-20 "Amendment to the Official Zoning Map to Rezone 6.322 Acres of Land east of Old Highway 146 and immediately north of Red Bluff Road from C-2 to R-2." (Giangrosso, pursuant to request on March 15, 2016). [This item was previously tabled (postponed/deferred) by City Council for an indefinite time (receipt/review of report).

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SEABROOK WHICH IS PART OF THE SEABROOK CITY CODE OF ORDINANCES, APPENDIX A, "COMPREHENSIVE ZONING", ARTICLE 2, "ADMINISTRATION", SECTION 2.05, "OFFICIAL ZONING MAP", BY REZONING THE PROPERTY LOCATED ON TRACT 31, BEING AN 6.322 ACRE TRACT OF LAND SITUATED IN ABSTRACT 52 IN THE RITSON MORRIS SURVEY, HARRIS COUNTY, TEXAS, FROM C-2 COMMERCIAL-MEDIUM DISTRICT TO R-2 RESIDENTIAL-SINGLE FAMILY DETACHED SMALL LOT DISTRICT; REQUIRING THAT THE ZONING MAP BE AMENDED TO REFLECT THIS AMENDMENT; MAKING SPECIFIC FINDINGS RELATED TO REZONING OF SUCH TRACT; PROVIDING A PENALTY IN AN AMOUNT OF NOT MORE THAN $2,000.00 FOR VIOLATION OF ANY PROVISIONS HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.

Councilmember Botkin recused herself from discussion and voting.

Steve Weathered, City Attorney, stated that Councilmember Giangrosso asked that this item be placed on Council's agenda. In order to take action, the item must first be moved from the table.

Councilmember Miller stated that Council had agreed to table this item because Council is waiting for recommendations from the Comprehensive Master Plan Review

Committee. Gayle Cook, City Manager, stated that staff is anticipating the Review Committee report around the end of June. Sean Landis, Deputy City Manager, stated that the Comprehensive Master Plan Review Committee met on April 8 to present the initial plan draft to staff. A stakeholders meeting will be set with the Review Committee, City Council, Planning & Zoning and EDC so that the plan can be presented to the bodies for initial consideration. Staff is estimating that approval by Council will be at the first meeting in June.

Councilmember Miller stated that he would not make a vote before he is completely informed on the Master Plan; therefore, he doesn't see a reason to take it off the table unless Council wants to take action on this item tonight.

Motion was made by Councilmember Giangrosso to remove this item from the table.

MOTION DIED FOR LACK OF A SECOND

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

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

Highway 146 Project – Gayle Cook, City Manager, stated that the last face to face meeting with TXDOT was positive. Right of way acquisition continues and is right on target. Community Development, Economic Development and Police Department are receiving calls with questions each week. The offer letters will continue to go out. Staff has received no updates on the Union Pacific negotiations. On another item in regards to 146, the City of Kemah has requested a modification on their segment of the expansion, and staff is in the process of reviewing Kemah's request for a statement for Council consideration. The request is for an additional ramp to the expressway.

Strategic Plan – Staff is preparing for the April 29 meeting, and has met with the moderator, Ron Cox. This year the strategic planning meeting will be at Carothers. Staff is working on a number of recommendations to give to Council. Staff is looking to change up the format, present a number of new areas of emphasis, and looking at new goals.

Projects – Everything is moving along quite well. Staff opened bids on the Public Works facility last Thursday. A good showing was anticipated, but there were only two viable bids. A 3rd bidder submitted late. The two viable bids were both slightly above what was anticipated on budget. The bid award and contract will be on Council's next agenda.

Councilmember Johnson requested that the master plan be added to the checklist to continue updates on the timeline.

Motion was made by Councilmember Botkin and seconded by Councilmember Adovasio

To approve the Action Items Checklist.

MOTION CARRIED BY UNANIMOUS CONSENT

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

Council is on its regular schedule, with a strategic planning meeting to take place on April 29.

Upon motion duly made and seconded, Mayor Pro Tem Johnson adjourned the meeting at 8:22 p.m.

Approved this 17th day of May 2016.

_____
Gary Johnson
Mayor Pro Tem

_____
Robin Hicks, TRMC
City Secretary

The City Council of the City of Seabrook met in regular session on Tuesday, April 19, 2016 at 7:00 p.m. in Seabrook City Hall, 1700 First Street, Seabrook, Texas to discuss, consider and if appropriate, take action on the items listed below.

THOSE PRESENT WERE:

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

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

1.0 PRESENTATIONS

1.1 Sexual Assault Awareness Month
Presentation of proclamation honoring survivors of Sexual Assault and Domestic Violence and declaring April as Sexual Assault Awareness Month. (Royal)

Mayor Royal presented the proclamation.

2.0 PUBLIC COMMENTS AND ANNOUNCEMENTS - None

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

Councilor Giangrosso announced several upcoming events, including Keels and Wheels; the Splash Pad grand opening; and the Fire Department open house for the new fire truck. Councilmember Johnson announced the Rotary Gumbo cookoff.

3.0 BID AWARDS

3.1 Municipal Sludge Bid Award

Discuss, consider, and authorize approval of or take action on Bid Award for City of Seabrook Project 2016-05, Disposal of Municipal Sludge, to C & R Wastewater LLC, in the amount of $378.50 per dry ton. (Padgett)

Kevin Padgett, Assistant Director of Public Works, stated that four bids were received. Staff looked at references and conducted a site visit in LaMarque, and is recommending the low bidder, C&R Wastewater, LLC. The current company, Solid Recovery Services, who came in 3rd in cost, charges $396.00 per dry ton, and C&R's bid was for $378.50 for one year with the option to renew for two additional years.

Motion was made by Councilmember Adovasio and seconded by Councilmember Giangrosso

To approve a Bid Award for City of Seabrook Project 2016-05, Disposal of Municipal Sludge, to C & R Wastewater LLC, in the amount of $378.50 per dry ton.

MOTION CARRIED BY UNANIMOUS CONSENT

4.0 CONSENT AGENDA

4.1 Ordinance 2016-13

Approve on second and final reading proposed Ordinance 2016-13, "Ethics Review Commission Change in Frequency of Required Meeting." (Hicks)

AN ORDINANCE AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES OF THE CITY OF SEABROOK, ENTITLED "ADMINISTRATION," ARTICLE VI, "CODE OF ETHICS," DIVISION 2, "ETHICS REVIEW COMMISSION," SECTION 2-209, "MEETINGS" BY CHANGING THE FREQUENCY OF REQUIRED MEETINGS FROM SEMI-ANNUALLY TO AS MAY BE NECESSARY TO FULFILL ITS RESPONSIBILITIES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTEN OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

4.2 Ordinance 2016-09

Approve on second and final reading proposed Ordinance 2016-09, "Parking Prohibited on Streets and Private Property." (Landis)

AN ORDINANCE AMENDING CHAPTER 90 OF THE CODE OF ORDINANCES OF THE CITY OF SEABROOK, ENTITLED "TRAFFIC AND VEHICLES," ARTICLE III, "STOPPING, STANDING, AND PARKING," DIVISION 1, "GENERALLY," BY REPEALING SECTION 90-65 AND REPLACING IT UNDER THE SAME SECTION NUMBER WITH A NEW TITLE, "PARKING BUSES, TRUCK TRACTORS, TRAILERS, OR OTHER VEHICLES WITH TWO OR MORE AXLES EXCEEDING 26,000 LBS GROSS WEIGHT RATING (GVWR) ON STREETS"; REPEALING SECTION 90-66 AND REPLACING IT UNDER THE SAME SECTION NUMBER WITH A NEW TITLE, "PARKING BUSES, TRUCK TRACTORS, TRAILERS, OR OTHER VEHICLES WITH TWO OR MORE AXLES EXCEEDING <u>26,000 LBS</u> GROSS WEIGHT RATING (GVWR) ON PRIVATE PROPERTY"; RENUMBERING SUBSEQUENT SECTIONS ACCORDINGLY; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED $200, OR THE MAXIMUM AMOUNT PERMITED BY LAW FOR VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

4.3 Resolution 2016-11

Approve on second of two readings proposed Resolution 2016-11, "Designation of 'Seabrook Façade Improvement Incentive Program' for Authorized Economic Incentives" (Chavez)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, CONFIRMING THE "SEABROOK FACADE IMPROVEMENT INCENTIVE PROGRAM" AS AN AUTHORIZED PROJECT OF THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION, INCLUDING THE "ECONOMIC DEVELOPMENT AGREEMENT" WITH BURKE'S OUTLET STORES, LLC.

4.4 Wounded Warrior Project Special Event Permit

Approve a special event permit for a Wounded Warrior Project Cycling Event on April 29, 2016 from 9:00am to 12:00pm, following the route as seen on the attached map. Fees have been paid. Insurance has been requested. (Hicks)

4.5 Offbeat Eatz Special Event Permit

Approve a special events permit for an event on April 30, 2016 from 5:00pm to 10:00pm, at 2550 Du Lac Trace. This permit will require parking in the driveway only and that no food will be sold to the general public. All supporting documentation and fees have been submitted and approved. (Hicks)

4.6 Quarterly Investment Report
Approve the Quarterly Investment Report for 2nd quarter 2015-16 as required by the Public Funds Investment Act. (Lab)

4.7 Monthly Public Safety Report
Approve the Monthly Public Safety Report for March 2016. (Wright)

4.8 Monthly Building Department Report
Approve the Monthly Building Department Report for March 2016. (Landis)

4.9 Excused Absence
Approve an excused absence for Glenn Royal and Robert Llorente for the April 5, 2016 regular City Council meeting. (Hicks)

4.10 Minutes - March 15, 2016
Approve the minutes of the March 15, 2016 regular City Council meeting. (Hicks)

4.11 Minutes - March 29, 2016
Approve the minutes of the March 29, 2016 special City Council meeting. (Hicks)

END OF CONSENT AGENDA

Motion was made by Councilmember Johnson and seconded by Councilmember Adovasio to approve the Consent Agenda as presented.

MOTION CARRIED BY UNANIMOUS CONSENT

5.0 NEW BUSINESS

5.1 Resolution 2016-12
Discuss, consider, and authorize approval of or take action on proposed Resolution 2016-12. (Cook)

A RESOLUTION OF THE CITY OF SEABROOK, TEXAS FINDING THAT CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC'S APPLICATION FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR PURSUANT TO 16 TEX ADMIN. CODE § 25.243 AND TO RECONCILE DOCKET NO. 44572 REVENUES TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

Gayle Cook, City Manager, stated that CenterPoint makes such a request from time to time. This resolution is to stop the process of amending/raising CenterPoint's distribution rates. Other area cities will be presenting this same resolution to their Councils for approve. Should the increase happen, the effective on Seabrook customers is nominal at $0.30.

Motion was made by Councilmember Miller and seconded by Councilmember Johnson

To approve proposed Resolution 2016-12.

MOTION CARRIED BY UNANIMOUS CONSENT

6.0 ROUTINE BUSINESS

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

Highway 146 – Gayle Cook, City Manager, stated there are no additional updates from TXDOT at this time. Staff continues to get calls that TXDOT is actively out in the community. There should be more activity after May 1 when the appraisals are due. Staff put in a comment back to TXDOT that Seabrook is not favorable to change in the design, as requested by Kemah. Staff has put a call in to TXDOT, so there will probably be more updates next month.

Strategic Plan – Staff is gearing up for the April 29 meeting.

Project updates – For the Public Works and Animal Control Complex, staff is looking at an itemized budget for fixtures and furniture and looking at alternates to the base bid that will be the most valuable moving forward. Staff meets with the architect again on May 5, and Council is welcome to meet with staff and the architect on that date as well. The Splash Pad is almost finished.

Motion was made by Councilmember Johnson and seconded by Councilmember Llorente

To approve the Action Items Checklist.

MOTION CARRIED BY UNANIMOUS CONSENT

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

Council is on its regular schedule, and a strategic planning workshop will be held on April 29.

Upon motion duly made and seconded, Mayor Royal adjourned the meeting at 7:17p.m.

Approved this 17th day of May 2016.

_____
Glenn Royal
Mayor

_____
Robin Hicks, TRMC
City Secretary

ADDENDUM 2016
to the
AGREEMENT BETWEEN THE CITY OF SEABROOK, TEXAS; THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION;
AND
THE ASPARAGUS GROUP, LLC

This Addendum "2016", ("Addendum") is made this _____ day of _____, 2016, and is incorporated into and will be deemed to amend the **AGREEMENT BETWEEN THE ASPARAGUS GROUP, LLC,** ("Asparagus Group"), **THE CITY OF SEABROOK, TEXAS, AND THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION** ("Agreement"), for economic development incentives to facilitate the redevelopment of certain property owned by the Asparagus Group, as more specifically provided in the Agreement, having an "Effective Date" of June 20, 2013. Addendum 2014-1 was previously approved by the parties to allow for an extension in the time to begin construction of improvements from 180 days of the execution of the Agreement to 300 days of the Effective Date, June 20, 2013, Addendum "2015" executed July 7, 2015, was approved to allow a further extension for performance to September 14, 2015, and Addendum 2015-1 was approved to provide an extension until March 31, 2016, all such Addendums being incorporated by reference herein. The purpose of this Addendum 2016 is to allow for an additional extension for the time to complete construction of the improvements, originally provided to be one calendar year of the commencement of construction, to a time certain, as agreed and provided for herein. The City of Seabrook, the Seabrook Economic Development Corporation and the Asparagus Group agree to the following:

By this Addendum "2016", it is the desire of the parties to the Agreement to document an extension of time of performance by the Asparagus Group for completion of construction of improvements, as provided for under "Terms" Section 1.d of the original Agreement as "one (1) calendar year of the commencement of said commencement of said construction" to a time certain date of **July 1, 2016** as provided by this Addendum 2016.

The Agreement currently provides, on Page 2, under the heading "Terms," Section 1. d. that the "Asparagus Group agrees that it will:

> "d. *complete construction of the improvements within one (1) calendar year of the commencement of said construction; and ...."*

The aforementioned specific provision for the performance by Asparagus Group shall be amended to provide an extension of the subject time of performance as follows:

> *"d. complete construction of the improvements [~~within one (1) calendar year of the commencement of said construction~~]* ***<u>on or before July 1, 20146</u>****; and ...."*

Except as amended herein, all other provisions of the Agreement and Addendum 2014-1 shall remain in full force and effect. In case of conflict with this Addendum "2016", and the Agreement or Addendum 2014-1, Addendum 2015, Addendum 2015-1, this Addendum "2016" shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum "2016 in multiple copies, each of equal dignity, on this ___ day of _____, 2016.

CITY OF SEABROOK, TEXAS

_____
Glenn R. Royal
Mayor

DATE: _____, 2016

ATTEST:

_____
Robin Hicks, TRMC
City Secretary

SEABROOK ECONOMIC DEVELOPMENT CORPORATION

_____
BY: Paul Dunphey, President
Terry Chapman, Vice President

DATE: _____, 2016

ATTEST:

_____

Ernie Davis,
Board Secretary

THE ASPARAGUS GROUP, LLC:

_____

BY: Barry Terrell,
President and authorized agent

DATE: 4/28/_____, 2016

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into this ____ day of _____, 2016, by and between the CITY OF FRISCO, Texas (hereinafter called "FRISCO"), and the CITY OF SEABROOK, Texas (hereinafter called "SEABROOK"), each acting by and through its duly authorized officials:

WHEREAS, FRISCO and SEABROOK are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function;

WHEREAS, FRISCO and SEABROOK wish to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which FRISCO and SEABROOK may purchase various goods and services commonly utilized by each party;

WHEREAS, participation in an interlocal agreement will be highly beneficial to the taxpayers of FRISCO and SEABROOK through the anticipated savings to be realized and is of mutual concern to the contracting parties;

WHEREAS, FRISCO and SEABROOK have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations as set forth herein; FRISCO and SEABROOK agree as follows:

1. FRISCO and SEABROOK may cooperate in the purchase of various goods and services commonly utilized by the participants, where available and applicable, and may purchase goods and services from vendors under present and future contracts.

2. FRISCO and SEABROOK shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such contracts. FRISCO and SEABROOK shall each make their respective payments from current revenues available to the paying party.

3. Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated by any party upon thirty (30) days written notice to the other participating party(ies).

4. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto.

5. This Agreement may be executed separately by the participating entities, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. This Agreement shall become effective on the day and year first written above (the “Effective Date”). The primary term of this Agreement shall be for one (1) year, commencing on the Effective Date and terminating on May 1, 2017, and shall thereafter automatically renew for successive one-year terms, unless terminated according to the terms set forth in Paragraph 3.

7. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys’ fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement.

8 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement.

9. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

10. This Agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

11. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

12. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied other that those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

13. The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

EXECUTED hereto on the day and year first above written.

CITY OF FRISCO	CITY OF SEABROOK
_____	_____
George Purefoy City Manager	By: Title:

STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the __ day of _____, 2016, by George Purefoy, City Manager of the **CITY OF FRISCO, TEXAS,** a home-rule municipal corporation, on behalf of such corporation.

_____
Notary Public in and for the
State of Texas

STATE OF TEXAS §

COUNTY OF_____ §

This instrument was acknowledged before me on the __ day of _____, 2016, by _____ of the **CITY OF SEABROOK, TEXAS,** a home-rule municipal corporation, on behalf of such corporation.

_____
Notary Public in and for the
State of Texas

CURRENT COUNCIL LIAISON APPOINTMENTS

Bay Area Houston Convention & Visitors Bureau	Mike Giangrosso
Bay Area Houston Convention & Visitors Bureau	Glenna Adovasio
Bay Area Houston Economic Partnership	Robert Llorente - Rep
Bay Area Houston Economic Partnership	Gary Johnson - Alt
Bay Area Transportation Partnership	Robert Llorente
Clear Lake Emergency Medical Corps	Mike Giangrosso
Clear Lake Emergency Medical Corps	Gary Johnson
Clear Lake Emergency Medical Corps	O.J. Miller
Economic Allienace, Port Region	Melissa Botkin - Rep
Economic Allienace, Port Region	Robert Llorente - Alt
Galveston Bay Foundation	O.J. Miller
Hotel Tax Liaison Committee	Glenna Adovasio
Hotel Tax Liaison Committee	Mike Giangrosso
Houston-Galveston Area Council	Glenn Royal - Rep
Houston-Galveston Area Council	Gary Johnson - Alt
SEDC	O.J. Miller

CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: 05-17-16

Submitter/Requestor: Arthur Chairez **Date Submitted:** 05-09-16

Presenter: Arthur Chairez

Description/Subject: Bid Award for Public Works & Animal Control Complex Project 2016-04

Name of Applicant (if applicable) :

Legal Description (if applicable): Contract

Purpose/Need: Administrative Issue

Background/Issue (What prompted this need?)**:** 2014 Bond Election Proposition 1 - Public Works Complex and Animal Shelter & Adoption Center

The City of Seabrook entered into a contract with PGAL for architectural services in 2014, with the scope of work to develop a preliminary and final design for a public works and animal control facility based on existing and future space needs for the Public Works Department (including Parks, Streets, Water, and Sewer) and the Animal Control Department.

The project was bid via competitive sealed on February 29, 2016 with 2 accepted bids. The high bidder (base bid) was well above estimate while the low bidder (CRAIN) was closer to the estimated construction bid at a base bid of $ 5,650,000 and all alternates totaling $1,625,000. The bid received by Crain was reviewed by architect and staff and a recommendation letter and been provided and attached.

The project is estimated to take approximately 192 working days to complete.

Impacted Parties (Expected/Notified)**:** Notified

Citizens, Council, Public Works & Animal Control

Miscellaneous Comments: This project was originally bid in January and rejected when bids were higher then the available funds

Recommended Action: Award Bid to low bidder Crain Group

Attachments: Recommendation Letter, Contract and Bid Tubulation

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

Budget Dept/Line Item Number: Bond Funds + Budget Supplemental from General Fund Reserves

Future/Ongoing Impact: No

Funding Comments: Expenditure Required for Base Bid + Alternates Recommended: $6,470,000
Available Construction Funds from 2014 Bond: $5,562,295

Staff is recommending a base bid and alternates that they deem are high priority for operations. The equipment canopy will cover and protect over 1 million dollars in equipment. The generator is mandatory for operations and was only bid as an alternate with the anticipation of very high cost savings if the City purchased separately.

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

Suggested Motion: MOTION TO AWARD THE RFP# 2016-04, BID TO CRAIN GROUP IN THE AMOUNT OF $6,470,000, APPROVE THE CONTRACT DOCUMENTS, AND APPROVE THE SUPPLEMENT BUDGET AMENDMENT TO GENERAL FUND IN AN AMOUNT NOT TO EXCEED $377,559.

(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 on

Approved by City Attorney on 5/12/2016 FINAL
(City Attorney should review all ordinances, resolutions, contracts and executive session items.)

All requests must be submitted to the City Secretary's Office no later than 12:00 p.m. on the Monday, one week prior to the regular Tuesday Council Meeting. All required attachments are to be submitted with the request. Incomplete items cannot be placed on the agenda.

ARCHITECTURE
ENGINEERING
INTERIORS
PLANNING

PGAL

5 May 2016

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

Re: Public Works and Animal Control Facility
Bid Recommendation

Dear Arthur:

As you are aware, the City received bids for your new Public Works and Animal Control on March 31, 2016. We received a total of two bids from qualified bidders. The base bid for the lowest responsive bidder was $5,650,000.00. Based on the low bid being within your established budget, we recommend that the City enter into an agreement with Crain Group, LLC. I understand that the staff will be recommending the City accept some of the alternates in the contractor's bid proposal.

Let me know if you have any questions or require further information.

Sincerely,
PGAL

Jeffrey P. Gerber, AIA
Chief Executive Officer

Cc: Cris Ruebush

PGAL.COM
3131 Briarpark Dr., Suite 200
Houston, TX 77042
713 622 1444
713 968 9333

CITY OF SEABROOK
BID TABULATION

BID DATE: March 31, 2016
BID TIME: 2:00 PM CST

PROJECT: City of Seabrook Public Works and Animal Control Facility
LOCATION: 1100 Red Bluff
Seabrook, Texas

BIDDER	Bass Construction	Christensen Building Group	Comex Corporation	Construction LTD	Construction Masters	Crain Group	Durotech Construction	
ADDENDA No. 1-3	Yes ☐ No ☐	Yes ☐ No ☐	Yes ☐ No ☐	Yes ☐ No ☐	Yes ☐ No ☐	Yes ☑ No ☐	Yes ☐ No ☐	Yes ☐ No ☐
Bid Bond						YES		
Base Bid	$	$	$	$	$	$ 5,650,000.00	$	$
Alternate No. 1 - Building Addition/Mezzanine	$	$	$	$	$	$ 320,000.00	$	$
Alternate No. 2 - Vehicle Canopy and Paving	$	$	$	$	$	$ 585,000.00	$	$
Alternate No. 3 - Additional Paving	$	$	$	$	$	$ 120,000.00	$	$
Alternate No. 4 - Additional Paving	$	$	$	$	$	$ 90,000.00	$	$
Alternate No. 7 - Epoxy Resinous Flooring	$	$	$	$	$	$ 40,000.00	$	$
Alternate No. 8 - Generator	$	$	$	$	$	$ 235,000.00	$	$
Alternate No. 9 - LED Light Fixtures	$	$	$	$	$	$ 76,000.00	$	$
REMARKS								
Apparent Low Bidder								

BIDDER	LMC Corporation	Manhattan Construction	Morganti Construction	Montgomery Building	Rogers Obrien	Teal Construction	Turner Construction	
ADDENDA No. 1-3	Yes ☐ No ☐	Yes ☐ No ☐	Yes ☐ No ☐	Yes ☐ No ☐	Yes ☑ No ☐	Yes ☐ No ☐	Yes ☐ No ☐	Yes ☐ No ☐
Bid Bond					YES			
Base Bid	$	$	$	$	$ 6,680,000.00	$	$	$
Alternate No. 1 - Building Addition/Mezzanine	$	$	$	$	$ 514,546.00	$	$	$
Alternate No. 2 - Vehicle Canopy and Paving	$	$	$	$	$ 562,334.00	$	$	$
Alternate No. 3 - Additional Paving	$	$	$	$	$ 129,670.00	$	$	$
Alternate No. 4 - Additional Paving	$	$	$	$	$ 102,657.00	$	$	$
Alternate No. 7 - Epoxy Resinous Flooring	$	$	$	$	$ -0-	$	$	$
Alternate No. 8 - Generator	$	$	$	$	$ 245,049.00	$	$	$
Alternate No. 9 - LED Light Fixtures	$	$	$	$	$ 28,288.00	$	$	$
REMARKS								
Apparent Low Bidder								

DP Consulting
Professionals in Hotel Development
10700 Richmond Ave. Suite 321 Houston, Texas 77042 713.900.2101 dpconsultingusa.com

May 6, 2016

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

Re: Full-Service Hotel with Conference Center - Seabrook, Texas

Mr. Chavez:

At your request, we are pleased to present this engagement letter to assist you in evaluating the market justification of developing a Full-Service Hotel in Seabrook, Texas. At this point in your deliberations, you require an independent study to analyze the future hotel supply and demand situation in the competitive market and to project future trends. Based on the market information we gather, you need us to estimate the likely operating performance of the hotel market and the performance of a hotel. The objectives of our study will be to:

- Evaluate the proposed site(s) and their surrounding area to determine their impact on the market performance of the proposed hotel.
- Determine anticipated market conditions for the proposed hotel within the context of supply, demand, site, and facility factors.
- Estimate the future competitive position of a hotel and prepare projections of occupancy, average room rate and cash flow from operations available for debt service and equity distribution.
- Provide a written letter report summarizing our findings and conclusions.

Scope of Work
To accomplish these objectives, we have prepared the following scope of our work that will include, but not necessarily be limited to, the following:

Fieldwork and Analysis

- Meet with you and/or your associates in order to obtain input from you that confirms or amends our understanding of the details of the project and provides additional pertinent information such as master plans, appraisals, detailed construction budgets, and other material you may have on the project.

- Inspect the subject site(s) and their surrounding areas in order to determine their impact on the proposed hotel. Such determinations will not include any engineering or environmental considerations, but will encompass an evaluation of the property's accessibility, visibility, proximity to lodging demand generators, and physical characteristics that might affect the marketability of a hotel.

- Evaluate existing and proposed transportation patterns in the area to determine their impact on the marketability of the proposed hotel.

- Assemble, review and analyze economic, demographic and real estate data pertaining to the local market. In particular, evaluate the present economic climate and estimate future growth potential, particularly as it relates to lodging demand.

- Interview key representatives of area commerce and industry to identify and quantify specific sources of lodging demand.

- Develop a census of competitive lodging facilities for the proposed hotel. This census will include the following factors:
    - Name / Age / Recent PIP
    - Location
    - Occupancy and Rate (in the aggregate to protect confidentiality)
    - Distance of competitors
    - Type and size of food, beverage, and meeting facilities and amenities
    - Parking: Structure vs Surface, Costs to Guest

- To the extent the information is available; identify other proposed lodging developments to assess their probability of completion and the degree to which they will compete with your project.

- Determine the current overall market demand for rooms in the market area and the share of market demand that is generated by commercial travelers, leisure travelers, group meetings, and any other identifiable sources of demand.

- Study the timing and amount of lodging supply as well as actual occupancy and room rate patterns to determine the number of additional transient lodging rooms supportable in the market.

- Make recommendations as to the appropriate brand or brands, mix of room types, number of food and beverage outlets, amount of meeting space, and description of amenities that best suits the project.

- Estimate the average annual occupancies and attainable room rates that could be achieved by the proposed hotel on the subject site over a five-year period.

- Prepare estimates of annual revenue and expenses to the point of cash flow from operations available for debt service and equity distribution for the first ten full years of operation for the proposed hotel. Our prospective financial analysis will be presented in inflated dollars and will have sufficient detail to reflect the major revenue and expense categories. Bases for the prospective financial analysis and key assumptions underlying inflation estimates will be made explicit in the report.

- Prepare an estimate of the potential return on investment based on a summary estimate of the costs to build and open the hotel, an assumed loan amount, our projected cash flow after debt service, and an assumed sale. This analysis will express the potential return as an internal rate of return (IRR). The results of this analysis may highlight the potential need for public-sector incentives. If so, we will assist the City in determining the amount to contribute and from which sources.
- Prepare a table-oriented memo that summarizes our findings and conclusions to be reviewed by you with the following standard exhibits:
    - A five-year historical analysis of hotel supply and demand that notes supply additions, Market occupancy and rate, RevPAR index, Relevant Sales, and presence of Unionized Labor.
    - A five-year projection of anticipated market occupancies and rates.
    - Estimates of occupancies and average daily rate for the proposed hotel through stabilization and for ten years of operation.
    - A ten-year projection of anticipated net operating incomes
    - A calculation of potential return on investment (IRR)
    - A presentation of potential public incentives
- Meet with you and/or your associates to present our findings, conclusions and recommendations.

Narrative Report

Prepare a narrative report that can be submitted to franchisors and lenders. This report will contain a description of the project and will cover all the analysis of the summary memorandum in sufficient detail so that the reader will have confidence in the analysis.

Qualifications
DP Consulting is a hospitality, tourism, and real estate oriented consulting and brokerage firm. We have developed a particular expertise that includes limited-service hotels, extended-stay hotels, full-service hotels, and resorts.

The principal of DP Consulting, David Parker, has over 30 years experience in the hotel industry, to include operations, consulting and development. Prior to forming DP Consulting, Mr. Parker was employed by PKF Consulting for nearly a decade, where he developed numerous methodologies for collecting market information on hotels and meeting facilities, and developed multiple modeling techniques for projecting utilization, income and expense.

In conjunction with hotel research, Mr. Parker developed the system through which occupancy data was collected from individual hotels and reported in aggregate on a monthly basis, known as *Trends in the Hotel Industry*. In addition, Mr. Parker developed a database based on Hotel Occupancy Tax receipts collected by the State of Texas in order to develop a census of hotel performance for various market areas. Mr. Parker directed numerous and varied projects, a summary of which are listed in the Addendum.

Limiting Conditions
Our reports will not ascertain the legal and regulatory requirements applicable to this project, including state and local government regulations, permits and licenses. Further, no effort will be made to determine the possible effect on this project of present or future federal, state, or local legislation including environmental or ecological matters or interpretations thereof.

The prospective financial analyses included in our reports will be based on estimates, assumptions and other information developed from our research of the market, knowledge of the industry and meetings with you and your representatives during which we will be provided with certain information. The sources of information and bases of the estimates and assumptions will be stated in the reports.

Some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur; therefore actual results achieved during the period under study will vary from our estimates and the variations may be material. Our reports will contain a statement to that effect. The reports will be dated to coincide with our last day of fieldwork. The terms of this engagement are such that we have no obligation to update our estimates to reflect events or conditions that occur subsequent to the last day of our fieldwork. However, we will be available to discuss the necessity for revision in view of changes in the economic or market factors affecting the project.

Our reports and the estimates included therein will be intended for your internal use, for submission to a financial institution for the purpose of financing the venture,

and for submission to a hotel franchise or management company. Otherwise, neither the reports nor their contents may be referred to or quoted in any registration statement, prospectus, loan or other agreement or document without our prior written consent. Consent will be given only upon meeting certain conditions.

Fees and Timing

Real estate advisory services are invoiced based on the actual amount of time spent in the performance of the study. We have capped our fee for this engagement at $19,500 plus data, but inclusive of out-of-pocket travel expenses. Data from Smith Travel Research will costs $475. A retainer is due at the commencement of our study in the amount of $13,500. All invoices are payable upon presentation. We reserve the right to withhold delivery of any report, oral or written, if payments are in arrears.

Our current work schedule allows us to commence our fieldwork upon receiving the retainer and your notice to proceed. We anticipate spending two days in the field conducting interviews and collecting data on the market. The discussion memo should be ready within two to three weeks of completing our fieldwork. The narrative report should be ready within two to three weeks of completing the analysis.

Our fee estimate includes two trips to the market, the first being the kick-off meeting and any meetings related to the fieldwork. The second trip will include a presentation of our findings and conclusions. We would be delighted to make additional trips to discuss our findings and conclusions or to conduct a workshop, but you will be billed at our standard government hourly rate of $300 per hour.

Acceptance

As your confirmation that the terms set forth in this proposal are acceptable to you, please sign the enclosed copy of this letter and return it to us together with your retainer as your authorization to us to undertake this assignment. If you have any questions regarding this proposal, please contact us.

Very truly yours,

David Parker
DP Consulting

ACCEPTED BY:

_____
Signature

_____
Name Printed

_____
Title

_____
Company or Venture

_____
Date

DPConsulting
Professionals in Hotel Development
10700 Richmond Ave. Suite 321 Houston, Texas 77042 713.900.2101 dpconsultingusa.com

Projects Completed by David Parker

Market Studies of Limited-Service Hotels:

Dallas Area:
Market Study of Proposed Best Western Premier – Denton, Texas (Open 2009)
Market Study of Proposed Fairfield Inn – Decatur, Texas
Market Study and Valuation of Proposed Comfort Suites – Grapevine, Texas (Open 2005)
Market Study of a Hampton Inn and Suites – Alliance Airport, Fort Worth Texas (Open 1999)
Due Diligence Analysis of five hotels (Holiday Inn Expresses and Quality Suites) – Dallas, Texas
Market Study of Proposed Hampton Inn and Suites – Hurst, Texas (Open 2004)
Due Diligence Analysis Wyndham Garden Hotel Los Colinas – Irving, Texas
Due Diligence Analysis Wyndham Garden Hotel Market Center – Dallas, Texas

Houston Area:
Market Study of Proposed Hampton Inn & Suites – Bush Intercontinental Airport – Houston, Texas (Open 2015)
Market Study of Proposed Comfort Suites (Westchase) – Houston, Texas (Open 2013)
Market Study of Proposed Hampton Inn & Suites – Missouri City, Texas (Open 2013)
Market Study of Proposed Courtyard & TownePlace Suites – Galveston, Texas (Open 2013)
Market Study of Proposed SpringHill Suites – Houston, Texas
Market Study of Proposed Sleep Inn – Clute/Lack Jackson, Texas
Market Study of Proposed Microtel Inn & Suites – Port Arthur, Texas
Market Study of Proposed SpringHill Suites – Seabrook, Texas
Market Study of Proposed La Quinta – West Chase - Houston, TX (Open 2007)
Market Study of Proposed Best Western Mini Suites – Texas City, Texas (Open 2005)
Market Study of Proposed Bed & Breakfast – Kemah, Texas (Open 2004)
Market Study of a Proposed TownePlace Suite – College Station, Texas (Open 1999)
Market Study of a Proposed TownePlace Suite – Clear Lake, Texas (Open 1999)
Market Evaluations of four Baymont Inns – Houston, Texas
Market Study of Proposed Hampton Inn & Suites – League City, Texas (Open 2010)

Central Texas:
Market Study of Proposed Homewood Suites – (Parmer Lane) Austin, Texas (Open 2015)
Market Study of Proposed Home2 Suites – Round Rock, Texas (Open 2015)
Market Study of Proposed Bed and Breakfast Cabins – Fredericksburg, Texas (Open 2013)
Market Study of Proposed Hampton Inn & Suites – Downtown Austin, Texas (Open 2012)
Market Study of Proposed Homewood Suites – Round Rock, Texas (Open 2010)
Market Study of Proposed Sleep Inn & Suites – Manor, Texas (Open 2012)
Market Study of Proposed Limited-Service Hotel – Marble Falls, Texas
Market Study of Proposed Microtel Inn & Suites – Austin, Texas (Airport) (Open 2010)
Market Study of Proposed Staybridge Suites – San Antonio, Texas (Open 2008)
Market Study of Proposed La Quinta - Medical Center - San Antonio, Texas (Open 2007)

South Texas:
Market Study of Proposed Microtel – Gonzales, Texas (Open 2013)
Market Study of Proposed Home2 Suites – Mission, Texas
Market Study of Proposed Holiday Inn Express – South Padre Island, Texas (Open 2005)

North Texas:
Market Study of Proposed Hampton Inn – Vernon, Texas (Open 2011)
Market Study of Proposed Holiday Inn Express – Vernon, Texas (Open 2006)

West Texas:
Market Study of Proposed Microtel – San Angelo, Texas (Open 2010)
Market Study of Proposed Hawthorn Suites – Lubbock, Texas (Open 2008)
Market Study of Proposed Best Western – Hamilton, Texas (Open 2007)
Market Study of Proposed La Quinta – Lubbock, Texas (Open 2006)

East Texas:
Market Study of Proposed Microtel Inn & Suites – Texarkana, Texas
Market Study of Proposed Hampton Inn – Sulphur Springs, Texas (Open 2010)
Market Study of Proposed Best Western – Mt. Vernon, Texas

Outside of Texas:
Market Study of Proposed Home2 Suites – Tallahassee, Florida (Open 2016)
Market Study of Proposed Home2 Suites – Stillwater, Oklahoma (Open 2016)
Market Study of Proposed Home2 Suites – Tuscaloosa, Alabama (Open 2015)
Market Study of Proposed Home2 Suites – Lexington, Kentucky (Open 2015)
Market Study of Proposed Hilton Garden Inn & Homewood Suites – Oklahoma City, Oklahoma (Open 2014)
Market Study of Proposed Hampton Inn & Suites - Mulvane, Kansas (Open 2012)
Market Study of Proposed Hampton Inn & Suites – Dodge City, Kansas (Open 2012)
Market Study of Proposed Homewood Suites – Nashville, Tennessee (Open 2013)
Market Study of Proposed Fairfield Inn – Maize, KS (Open 2011)
Market Study of Proposed La Quinta Inn & Suites – Olathe, Kansas (Open 2008)
Market Study of Proposed Holiday Inn Express & Suites – Bloomington, Indiana (Open 2006)
Market Study of Converting historic buildings into Residence Inn and Courtyard by Marriott – Omaha, NE (Open 1999)
Market Study of Proposed Sleep Inn Limited-Service hotel – Thornton, Colorado (Open 1998)
Market Study and Valuation of Proposed All-Suite Hotel at Isle of Capri Casino – Lake Charles, Louisiana (Open 1998)
Market Study and Valuation of Proposed Limited-Service Hotel at Isle of Capri Casino – Lake Charles, Louisiana (Open 1997)

<u>Market Studies Select and Full-Service Hotels:</u>

Dallas Area:
Market Study of Proposed Hilton Garden Inn – Hurst, Texas (Open 2016)
Market Study of Proposed Hilton Dallas/Plano Granite Park – Plano, TX (Open 2014)
Market Study of Proposed Cambria Suites – Plano, Texas (Open 2014)
Market Study of Proposed Courtyard Hotel & Conference Center – Carrollton, Texas
Market Study of Renovating the Historic Blackstone Hotel into a Courtyard by Marriott – Fort Worth, Texas (Open 1999)
Market Study of Proposed Embassy Suites Galleria – Dallas, Texas (Open 1998)
Evaluation of Converting the Employers Life Insurance Building into a Headquarters Hotel – Dallas, Texas

Market Study of Proposed Holiday Inn – McKinney, Texas (Open 2008)
Market Study of Proposed Resort Hotel and Water Park – Frisco, Texas
Impact Assessment of Converting Ramada Plaza into Holiday Inn Select (Presently The Sheraton) – Fort Worth, Texas

Houston Area:

Market Study of Proposed Courtyard & TownePlace Suites – Galveston, Texas (Open 2013)
Market Study of Proposed Courtyard by Marriott – Galveston, TX (Open 2013)
Market Study of Proposed Embassy Suites & Water Park – Beaumont, Texas
Market Study of Proposed Embassy Suites – Texas Medical Center – Houston, TX
Market Study of Proposed Holiday Inn – Shenandoah, Texas
Market Study of Proposed Hilton Garden Inn Galleria – Houston, Texas (Open 2005)
Market Study and Economic Impact Assessment of 1,200-Room Hilton Americas
– Downtown Houston, Texas (Open 2004)
Market Study of Converting the Medical Towers into the Marriott Medical Center Expansion – Houston, Texas
Market Study of Converting Historic Texas State Hotel into Sheraton Suites – Downtown Houston, Texas
Market Study and Valuation of Omni Galleria – Houston, Texas
Market Study and Valuation of Red Lion Hotel Galleria – Houston, Texas

Central Texas:

Market Study of Proposed SoCo Hotel – (South Congress) Austin, Texas (Open 2015)
Economic Impact Study of Proposed Hilton Garden Inn – Live Oak, Texas
Market Study of Proposed Select-Service Hotel & Conference Center – Boerne, Texas
Market Study of Proposed Four Points (Now Wyndham Garden Inn Near La Cantera) – San Antonio, Texas (Open 2009)
Market Study of Proposed Boutique Hotel – Fredericksburg, Texas
Market Study of Proposed Cambria Suites – Medical Center – San Antonio, Texas
Market Study of Proposed Westin Riverwalk – San Antonio, Texas (Open 1999)
Market Study of Proposed Full-Service Hotel – New Braunfels, Texas
Market Study and Valuation of St. Anthony Hotel – San Antonio, Texas

South Texas:

Market Study of Proposed Hotel & Conference Center – Port Aransas, Texas
Market Study of Proposed Full-Service Hotel Adjacent to McAllen Convention Center – McAllen, Texas
Market Study of Proposed All-Suite Hotel and Resort on North Padre Island – Corpus Christi, Texas
Market Study, Economic Impact Study, and Financing Recommendations of Proposed Full-Service Hotel
– South Padre Island, Texas
Market Study of Proposed Executive Conference Center – North Padre Island, Corpus Christi, Texas

North Texas:

Market Study of Proposed Hotel Conversion to a Full-Service Wyndham Hotel – Wichita Falls, Texas

West Texas:

Market Study of Proposed Full-Service Hotel & Conference Center – Odessa, Texas

Outside of Texas:

Market Study of Proposed Full-Service Resort with Golf – Franklin, Tennessee
Market Study of Proposed Hilton Garden Inn & Homewood Suites – Oklahoma City, Oklahoma (Open 2014)
Market Study of Proposed Conversion of the Fulton Hotel to a Holiday Inn – Alexandria, Louisiana

Market Study of Proposed Office Building Conversion into Hilton Garden Inn – Airport - Phoenix, Arizona (Open 2009)
Market Study of Proposed Hilton Garden Inn (Converted Office Building) – Phoenix, AZ at Airport (Open2008)
Market Study of Proposed Full-Service Hotel – Colorado Springs, Colorado
Performance Review of Operating Standards – Radisson Fort McDowell Resort & Casino – Scottsdale, Arizona
Market Study of Proposed Holiday Inn – Colorado Springs, Colorado
Market Study and Valuation of Cypress Bend Golf Resort and Conference Center – Sabine Parish, Louisiana

Market Study of Converting historic buildings into Residence Inn and Courtyard by Marriott – Omaha, NE (Open 1999)
Market Study of Proposed Full-Service Hotel – Sandy City, Utah
Market Study of Proposed Full-Service Hotel adjacent to Jazz Land Theme Park – New Orleans, LA
Market Study and Valuation of 780-room Regal Riverfront – St. Louis, Missouri

Public Assembly Facility Studies:

Dallas Area:
Market Study of Proposed Dallas County School District Meeting Facility – Dallas, Texas
Market Study of Proposed 500,000-Square foot Exhibition Center – Grapevine, Texas
Market Study of Proposed Conference Center – Hurst, Texas (Open 2007)
Management RFP of Proposed Conference Center – Hurst, Texas

Houston Area:
Market Study of Proposed Convention Center – Stafford, Texas (Open 2003)
Market Study of Proposed Performing Arts Theater – Stafford, Texas (Open 2003)
Market Study and Economic Impact of Proposed Waterway Convention Center – The Woodlands, Texas (Open 2002)
Citywide occupancy tax collection forecast for City of Houston, used in securing $700 million in bonds for the purpose of expanding the George R. Brown Convention Center, constructing the 1,200-room Hilton Hotel, parking garage, and NBA basketball arena – Houston, Texas
Market Study and Economic Impact Study of Expanding the George R. Brown Convention Center – Downtown Houston, Texas
Market Study of Proposed Convention Center, Mall Conversion – Baytown, Texas
Market Study of Proposed Natatorium – Stafford, Texas
Market Study of Repositioning a portion of Greenspoint Mall into a Convention Center – Houston, Texas
Market Study of Proposed Civic Center – Kemah, Texas
Market Study of Proposed Civic Center – Freeport, Texas

Central Texas:
Market Study of Proposed Convention Center – New Braunfels, Texas
Market Study of Proposed Civic Center & Exhibit Hall – Gonzales, Texas

South Texas:
Market Study of Expanding the Bayfront Convention Center – Corpus Christi, Texas (Completed 1999)

East Texas:
Market Study of Proposed Convention Center – Lufkin, Texas

Outside of Texas:

Market Study and Economic Impact Study of Proposed 453,000-square foot Exhibition Center – Sandy City, Utah
Market Study of Proposed Ballroom Addition to the Welk Resort – Branson, Missouri
Market Study of Proposed Convention Center, Mall Conversion – Tupelo, Mississippi

Other Projects:

Houston's First Baptist Church – Hunt Retreat – Lodge/Conference Facility – Fulshear, Texas (Open 2013)
Market Study of Proposed Baseball Facility – The Zone – Kingwood, Texas (Open 2012)
Market Study of Proposed Water Park – Beaumont, Texas
Market Study of Proposed Time Share – Lake Havasu, Arizona
Lakeview Methodist Conference Center – Lodge/Conference Facility – Palestine, Texas
Market Study for Three Proposed Buffalo Wild Wings locations – Greater New Orleans, Louisiana
Market Study for Proposed Apartments – Jackson, Tennessee
Developer of five high-end town homes near Texas Medical Center
Developer of three-unit loft project east of Mid-Town - Houston, Texas
Due Diligence of new construction 400-unit Self Storage in southwest Houston
Due Diligence of new construction 400-unit Self Storage in Baytown, Texas

STATE OF TEXAS §

COUNTY OF HARRIS §

CONSULTANT SERVICES AGREEMENT FOR A HOTEL AND CONFERENCE CENTER

This Agreement is made and entered into by and between the CITY OF SEABROOK, a home rule municipality situated in Harris County, 1700 First Street, Seabrook, Texas, (hereinafter referred to as "CITY") and DP CONSULTING, Inc. a Texas corporation with registered office at 10700 Richmond Avenue, Suite 321, Houston, Texas 77042, (hereinafter referred to as "CONSULTANT").

ARTICLE I
PURPOSE

The purpose of this Agreement is to state the terms and conditions under which CONSULTANT shall assist CITY to locate a hotel and conference center in CITY, by preparing an independent study to evaluate the market justification of developing a hotel and conference center market in CITY, as referenced in the attached Exhibit "A", Scope of Services, subject to the controlling terms and conditions herein.

ARTICLE II
DESCRIPTION OF SERVICES

CONSULTANT'S services hereunder shall include the following:

A. All services described by Exhibit "A".

B. CONSULTANT shall work closely with the City Manager of CITY, and appropriate City officials and perform any and all related tasks required by the CITY in order to fulfill the purposes of this Agreement.

C. CONSULTANT shall deliver all data, reports and documents which result from its services to the City Manager in such form as is satisfactory to the CITY.

D. The services will be conducted on a step-by-step basis as authorized by the City Manager. The services to be rendered by the CONSULTANT may be limited or modified by the City Manager. The City Manager may authorize a phase to be completed and then terminate the agreement by not authorizing any of the remaining phases.

ARTICLE III
PERFORMANCE OF SERVICES

CONSULTANT and its employees or associates shall perform all the services under this Agreement when authorized by the City Manager. CONSULTANT represents that all its employees or associates who perform services under this Agreement shall be fully qualified and competent to perform the services described herein and in Exhibit "A".

The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the CONSULTANT under this Agreement.

ARTICLE IV
TERM

The term of this Agreement shall begin on the last date of execution of the Agreement. CONSULTANT understands and agrees that time is of the essence. All services, written reports and other data are to be completed and delivered to CITY as provided in Exhibit "A", unless an extension of time is approved by CITY, based upon good reasons presented by CONSULTANT or for delays or suspensions due to circumstances that the CONSULTANT does not control.

ARTICLE V
PAYMENT FOR SERVICES

In consideration of the services to be performed by CONSULTANT under the terms of this Agreement, CITY shall pay CONSULTANT a flat fee of $19,500 plus data expenses of $475, for a total of $19,975 for services actually performed a fee as provided in Exhibit "A", unless other conditions necessitate additional services, which must be authorized in advance in writing by CITY. The amount shown on Exhibit "A" includes all fees and all expenses to be incurred by CONSULTANT, including travel. All services shall be performed to the satisfaction of the City Manager and CITY shall not be liable for any payment under this Agreement for services which are unsatisfactory and which have not been previously approved by the City Manager/CITY.

ARTICLE VI
CONFIDENTIAL WORK

No reports, information, project evaluation, project designs, data or any other documentation developed by, given to, prepared by or assembled by CONSULTANT under this Agreement shall be disclosed or made available to any individual or organization by CONSULTANT without the express prior written approval of the City Manager. CONSULTANT understands that the CITY has specific marketplace interests in evaluating the competitive market for securing a hotel/conference center in Seabrook and the actual or potential harm if Consultant's work product/information is disclosed to 3rd parties and CITY competitors.

ARTICLE VII
OWNERSHIP OF DOCUMENTS

Upon acceptance or approval by CITY, all reports, information and other data, given to, prepared or assembled by CONSULTANT under this Agreement, and any other related documents or items shall become the sole property of CITY and shall be delivered to CITY, without restriction on future use except that CONSULTANT'S reports nor their contents may be referred to or quoted in any registration statement, prospectus, loan or related 3rd party agreement where the CITY is not a

party without CONSULTANT'S prior written consent. CONSULTANT may make copies of any and all documents for its files but shall maintain confidentiality consistent with this Agreement.

ARTICLE VIII
CONSULTANT'S LIABILITY

Approval of CITY shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, agents or associates for the accuracy and competency of their designs, reports, information, and other documents or services nor shall approval be deemed to be the assumption of such responsibility by CITY for any defect, error or omission in the documents prepared by CONSULTANT, its employees, agents or associates.

ARTICLE IX
INDEMNITY

To the extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, its officers, agents and employees from and against all claims, damages, losses and expenses including, but not limited to, attorneys' fees arising out of or resulting from CONSULTANT'S breach of any of the terms of provisions of this Agreement, or by any other negligent act, omission or defect connected with the performance of the work, provided that such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, or violation of any copyright or patent, and (b) is caused by any negligent act or omission of CONSULTANT, anyone directly or indirectly employed by CONSULTANT or its Subcontractors, or anyone for whose acts CONSULTANT or its Subcontractors may be liable, regardless of whether such claim, damage, loss or expense is caused in part negligently or otherwise, by a party indemnified hereunder. This provision shall not apply to any liability resulting from the sole negligence of the CITY, its officers and employees, and in the event of joint and concurrent negligence of both the CONSULTANT and CITY, responsibility and indemnity shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to the CITY under Texas law and without waiving any defense of the parties under Texas law. The provisions of this paragraph are for the sole benefit of the parties hereto and shall not create any rights in third parties or waive any right to governmental immunity.

ARTICLE X
CONTRACT PERSONAL

This Agreement provides for personal or professional services, and the CONSULTANT shall not assign this Agreement, in whole or in part, without the prior written consent of CITY.

This Agreement gives no rights or benefits to anyone other than CITY and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of CITY and CONSULTANT.

ARTICLE XI
INDEPENDENT CONTRACTOR

In performing services under this Agreement, the relationship between CITY and CONSULTANT is that of independent contractor, and CITY and CONSULTANT by the execution of this Agreement do not change the independent status of CONSULTANT. No term or provision of this Agreement or act of CONSULTANT in the performance of this Agreement shall be construed as making CONSULTANT the agent, servant, or employee of CITY.

(CONSULTANT)

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared David Parker, President of DP Consultant, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of DP Consulting Inc., and that he executed the same as the authorized act of said DP Consulting, Inc. for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this 6 day of MAY, A.D., 2016.

Deborah A. Riano
Notary Public in and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
DEBORAH A. RIANO
My Commission Expires
December 30, 2017

ARTICLE XII
VENUE

The obligations of the parties to this Agreement are performable in Harris County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Harris County, Texas.

ARTICLE XIII
APPLICABLE LAWS

This Agreement is made subject to the provisions of all applicable State and federal laws. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas. It is understood and agreed that the source of funds to be used by CITY to discharge its payment obligations are derived from City of Seabrook Hotel Occupancy Tax Fund.

ARTICLE XIV
ENTIRE AGREEMENT

This Agreement along with the attachments embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement. **To the extent that there is a variance or conflict between this Agreement and Exhibit "A" and related exhibits attached hereto, the terms of this Agreement shall be controlling.**

EXECUTED this the _____ day of _____, 20__, by CITY, signing by and through its City Manager, duly authorized to execute same and by CONSULTANT, acting through its duly authorized officials.

"CITY"

By:_____
Gayle Cook, City Manager

"CONSULTANT"
DP CONSULTING, INC.

By:_____
David Parker, President

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2016-51748

Date Filed:
05/09/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

DP Consulting, Inc.
Houston, TX 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, Texas

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.

10700321
Consulting

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Parker, David	Houston, TX 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.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said David Parker, this the 9 day of May, 20 16, to certify which, witness my hand and seal of office.

Deborah A. Riano — Signature of officer administering oath
Deborah A. Riano — Printed name of officer administering oath
Title of officer administering oath

NOTARY PUBLIC STATE OF TEXAS
DEBORAH A. RIANO
My Commission Expires
December 30, 2017

ACTION ITEM CHECK LIST STATUS

#		STATUS	DATE ASSIGNED	NEXT REVIEW DATE	PROPOSED CLOSURE DATE	RESPONSIBLE ORGANIZATION	City Council RESPONSIBILITY	PLANNING OBJECTIVE #	AGENDA ITEM NUMBER	DESCRIPTION OF ACTION ITEM	STATUS AND DATE
23		OPEN/IN WORK	11/4/2014			Mayor/ City Mgr.			5.1	Provide periodic updates on TxDOT's progress to improve/widen SH 146.	
30		OPEN/IN WORK	11/18/2014			Staff			4.2	Provide periodic updates of Strategic Plan	
32		OPEN/IN WORK	2/17/2015			Staff			6.1	Provide periodic project updates	

May 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	*2*	*3* **No City Council meeting**	*4*	*5* **Open Space & Trails 5:00pm**	*6*	*7* **SVFD Open House**
8 **Mother's Day**	*9*	*10*	*11*	*12* **EDC 7:00pm**	*13*	*14*
15	*16*	*17* **Regular City Council Meeting 7:00pm**	*18*	*19* **P&Z 7:00pm**	*20*	*21*
22	*23*	*24*	*25* **Hurricane Preparedness Workshop**	*26*	*27*	*28*
29	*30* **Memorial Day City Offices closed**	*31*				

June 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	*2* **Open Space & Trails 5:00pm**	*3*	*4*
5	*6*	*7* **Pelican Bay Opening Special Joint Meeting 6:00pm** **Regular Council Meeting 7:00pm**	*8*	*9* **EDC 7:00pm**	*10*	*11*
12	*13*	*14* **Swim Lessons First Session**	*15*	*16* **P&Z 7:00pm**	*17*	*18*
19 **Father's Day**	*20*	*21* **Regular City Council Meeting 7:00pm**	*22* **Texas Outlaw Challenge**	*23* **Texas Outlaw Challenge**	*24* **Texas Outlaw Challenge**	*25* **Texas Outlaw Challenge**
26 ***Texas Outlaw Challenge***	*27* **Special Joint Meeting Comprehensive Master Plan**	*28*	*29*	*30*		