

**SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
TUESDAY, FEBRUARY 19, 2013 - 7:00 PM**

NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **TUESDAY FEBRUARY 19, 2013 AT 7:00 PM** IN THE SEABROOK CITY HALL COUNCIL CHAMBERS, 1700 FIRST STREET, SEABROOK, TX 77586, **TO DISCUSS, CONSIDER, AND IF APPROPRIATE, TAKE ACTION** WITH RESPECT TO THE ITEMS LISTED BELOW.

THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR OTHER ACCOMMODATIONS OR INTERPRETIVE SERVICES, MUST BE MADE, 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT (281) 291-5600 OR FAX (281) 291-5710 FOR FURTHER INFORMATION.

PLEDGE OF ALLEGIANCE

1.0 PRESENTATIONS

1.1 Presentation concerning starting a community garden on city property. (Cynthia Welburn)

2.0 PUBLIC COMMENTS AND ANNOUNCEMENTS

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

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

3.0 SPECIFIC PUBLIC HEARING(S)

ATTACHMENT 1

3.1 **Request to change the zoning classification of land described below from the current classification of C-2 (Commercial – Medium District) to LI (Light Industrial.)** (Applicant).

This zoning change request will be considered by Council by Ordinance No. 2013-02 under "New Business."

Applicant: John Nicholson, 1300 West Loop South, Houston, TX 77056

Owners: Estate of John B. Carter Jr., 5773 Woodway #307, Houston, TX 77057

Legal Description: Tract 6J, Abstract 52 of the Ritson Morris Survey. This property is located between State Highway 146 and Old State Highway 146 and is adjacent to the Seabrook city limits.

4.0 BID AWARDS

ATTACHMENT 2

4.1 Approve the award of Bid Project 2013-05, Pool Management Services, and Service Agreement with Aquatic Management of Houston in the base amount not to exceed \$54,685.00 for summer

season of 2013. (Cook)

5.0 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.

- 5.1 Approve an excused absence for Councilor Mike Giangrosso for the February 5, 2013 Council meeting. (Glaser)

ATTACHMENT 3

- 5.2 Approve the investment report for 1st quarter 2012/13. (Lab)

ATTACHMENT 4

- 5.3 Approve the January 2013 Building Report. (Landis)

ATTACHMENT 5

- 5.4 Approve the January 2013 Public Safety Report. (Holomon)

ATTACHMENT 6

- 5.5 Approve second and final reading of Ordinance No. 2013-01, "Prohibited Parking." (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 ADDING A NEW SECTION 90-70 ENTITLED, "PARKING PROHIBITED; STREETS, ALLEYS AND DRIVEWAYS," PROVIDING FOR A PENALTY IN AN AMOUNT OF NOT MORE THAN TWO HUNDRED DOLLARS (\$200.00), OR THE MAXIMUM AMOUNT PERMITTED BY LAW FOR VIOLATION OF ANY PROVISIONS HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR NOTICE.

ATTACHMENT 7

- 5.6 Approve a special events permit for the annual Trash Bash including a waiver of fees and permissions for temporary signs, pending receipt of proof of insurance. (Holbrook)

ATTACHMENT 8

- 5.7 Approve the minutes of the regular City Council meeting of February 5, 2013. (Glaser)

END OF CONSENT AGENDA

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

ATTACHMENT 9

- 6.1 Consider first reading of proposed Ord. No. 2013-02, "Amendment to the Official Zoning Map to Rezone Approximately 10 Acres East of Bayport Boulevard and West of Old Highway 146 from C-

2 Medium Commercial to LI Light Industrial." (Applicant/P&Z)

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SEABROOK WHICH IS PART OF THE SEABROOK CITY CODE APPENDIX A, COMPREHENSIVE ZONING, ARTICLE 2, SECTION 2.05, "OFFICIAL ZONING MAP" BY REZONING 10 ACRES OF TRACT 6J, A 16.9058 ACRE TRACT SITUATED IN ABSTRACT 52 OF THE RITSON MORRIS SURVEY, HARRIS COUNTY, TEXAS FROM C-2 MEDIUM COMMERCIAL DISTRICT TO LI LIGHT INDUSTRIAL DISTRICT AND REQUIRING THAT THE ZONING MAP BE AMENDED TO REFLECT THIS CHANGE.

THIS ORDINANCE PROVIDES FOR A PENALTY IN AN AMOUNT OF NOT MORE THAN \$2,000.00 FOR VIOLATION OF ANY PROVISIONS HEREOF BY INCLUSION INTO THE CODE; REPEALS ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDES FOR SEVERABILITY.

ATTACHMENT 10

- 6.2 Consider approval of emergency repairs to Water Well # 2 for the sum of \$89,803.00 as an exemption to competitive bidding as a procurement necessary to preserve or protect public health or safety of the municipality's residents as provided under Texas Local Government Code 252.022. (Chairez)

ATTACHMENT 11

- 6.3 Consider approval of first reading of proposed Ord.No. 2013-06, "TMRS Buyback Ordinance." (Cook)

AN ORDINANCE ALLOWING CERTAIN EMPLOYEES OF THE CITY OF SEABROOK, TEXAS WHO HAVE TERMINATED PREVIOUS MEMBERSHIPS IN THE TEXAS MUNICIPAL RETIREMENT SYSTEM, TO DEPOSIT THE SUMS SO WITHDRAWN, PLUS ANNUAL WITHDRAWAL CHARGES, AND ALLOWING AND UNDERTAKING THE COST OF ALLOWING ANY SUCH EMPLOYEE CREDIT IN SUCH SYSTEM FOR ALL SERVICE TO WHICH SUCH EMPLOYEE HAD BEEN ENTITLED AT DATE OF SUCH WITHDRAWAL, WITH LIKE EFFECT AS IF ALL SUCH SERVICE HAD BEEN PERFORMED AS AN EMPLOYEE OF THIS CITY.

ATTACHMENT 12

- 6.4 Receive and consider a staff report concerning the tourism and economic impacts of the cruise terminal at Port of Houston Authority in Bayport. (Dearman/Templin)

ATTACHMENT 13

- 6.5 Consider first reading of proposed Ordinance No. 2013-04, " Ethics Review Commission. Change in Membership and Quorum Requirements." (Ethics Review Commission)

AN ORDINANCE AMENDING THE CODE OF THE CITY OF SEABROOK, CHAPTER 2. "ADMINISTRATION", ARTICLE VI. "CODE OF ETHICS", DIVISION 2. "ETHICS REVIEW COMMISSION" BY CHANGING THE REQUIRED MEMBERSHIP FROM SEVEN TO FIVE REGULAR MEMBERS AND BY CHANGING THE REQUIRED QUORUM. THIS ORDINANCE PROVIDES FOR A PENALTY IN AN AMOUNT OF NOT MORE THAN \$500.00 FOR VIOLATION OF ANY PROVISIONS HEREOF BY INCLUSION INTO THE CODE; REPEALS ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDES FOR SEVERABILITY.

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

📎 ATTACHMENT 14

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

📎 ATTACHMENT 15

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

8.0 EXECUTIVE SESSION

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

Section 551.072

- 8.1 Conduct a closed meeting, as provided by Section 551.072 Texas Government Code to deliberate the purchase of real property as deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. (Templin)

9.0 OPEN MEETING

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

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

CERTIFICATE

I certify that this notice was posted on the bulletin board on or before Friday, February 15, 2013 no later than 5:00 p.m. and that this notice will remain posted until the meeting has ended.

Michele L. Glaser, TRMC
City Secretary

Ordinance No. 2013-02

Page 2

47 rezoning 10 acres of land, consisting of a portion of Tract 6J situated in the Ritson Morris
48 Survey, Abstract 52 of Harris County, Texas, located along and east of Bayport
49 Boulevard and to the west of Old Highway 146 from C-2 Medium commercial district to
50 LI Light industrial district.

51

52 The property to be rezoned is shown on the property map identified as
53 Attachment A and B which is made a part of this Ordinance.

54

55 Upon passage of this Ordinance, the official zoning map of the City of Seabrook
56 shall be amended to reflect this change.

57

58 **SECTION 3. INCORPORATION INTO THE CODE; PENALTY CLAUSE.**

59

60 This ordinance is hereby incorporated and made a part of the Seabrook City Code.
61 Violation of this Ordinance is subject to the penalty section of said Code including,
62 Section 11.06, "Criminal Enforcement" which provides that any person who shall violate
63 any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon
64 conviction, shall be fined in an amount not to exceed \$2,000.00. Each day of violation
65 shall constitute a separate offense.

66

67 **SECTION 4. REPEAL OF CONFLICTING ORDINANCES.**

68

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

71

72 **SECTION 5. SEVERABILITY.**

73

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

82

83 **SECTION 6. NOTICE**

84

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

88

89

90 PASSED AND APPROVED on first reading this 19th day of February, 2013.

91

Ordinance No. 2013-02

Page 3

92 PASSED, APPROVED, AND ADOPTED on second and final reading this 5th day of
93 March, 2013.

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By: _____

97

Glenn Royal

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Mayor

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ATTEST:

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By: _____

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Michele L. Glaser, TRMC

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City Secretary

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APPROVED AS TO FORM:

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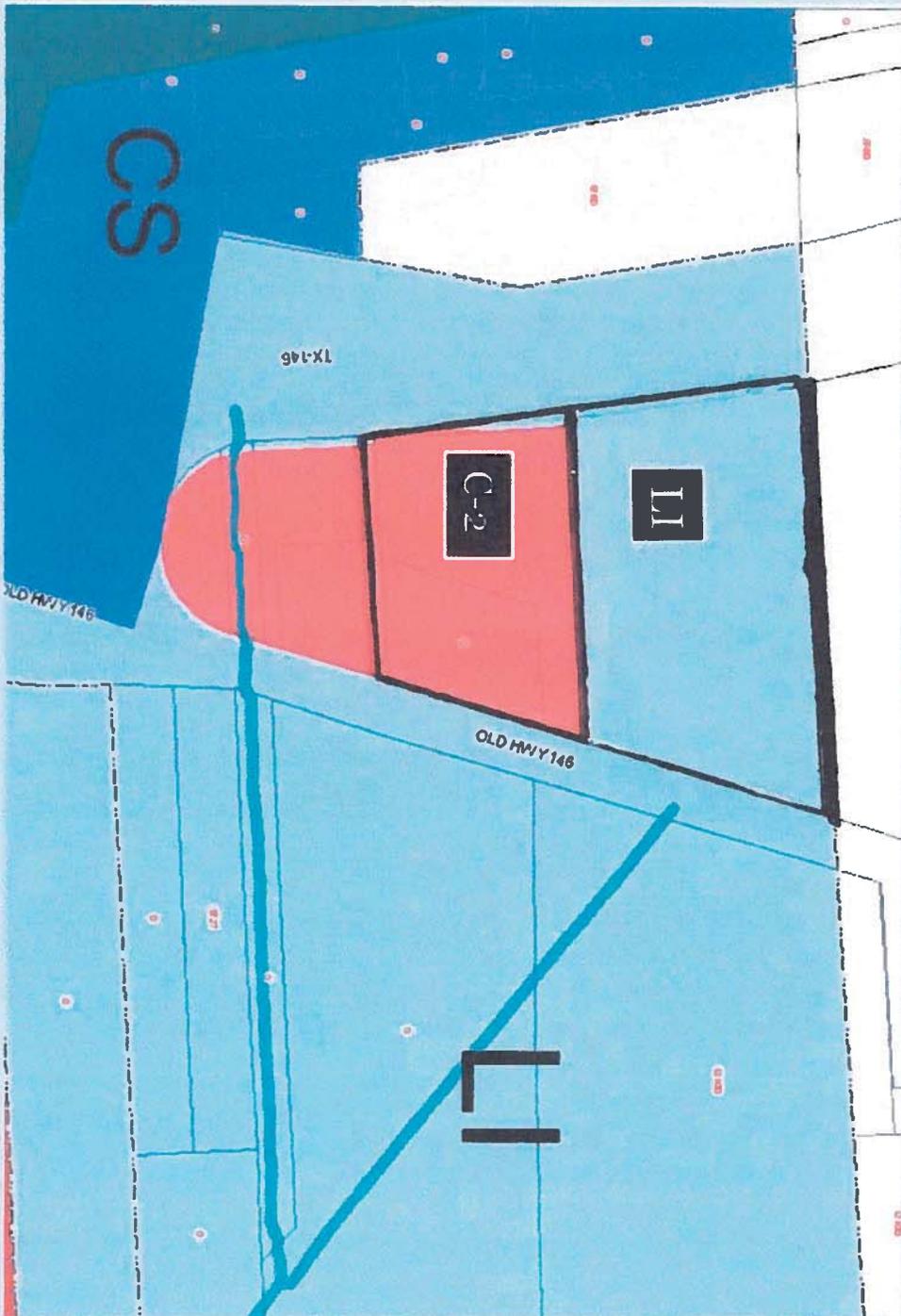
Steven L. Weathered

115

City Attorney

Rezoning: C-2 to LI

ATTACHMENT A



Rezoning: C-2 to LI

ATTACHMENT B



Planning & Zoning Commission OFFICIAL REPORT

The Planning and Zoning Commission of the City of Seabrook met on January 17, 2013 to hold a meeting to consider:

Request to change the zoning classification of land described below from the current classification of C-2 (Commercial – Medium District) to LI (Light Industrial.)

THE PLANNING & ZONING COMMISSION MADE THE FOLLOWING RECOMMENDATION:

APPROVAL **APPROVAL WITH AMENDMENTS/CONDITIONS (SEE BELOW)** **DENIAL**
by a concurring vote of a majority of members of the Planning and Zoning Commission present at the meeting on January 17, 2013, as designated below and as certified by the signature of the Chairman. **This document is not valid unless signed by the Chairman/Presiding Commissioner.**

<u>VOTE:</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>INITIAL</u>
Rosebud Caradec	_____	X	_____	_____	<i>RC</i>
Mike DeHart	X	_____	_____	_____	<i>MD</i>
Buddy Hammann	_____	_____	_____	X	_____
Bolivar Lewis	X	_____	_____	_____	<i>BL</i>
Dodie Miller	X	_____	_____	_____	<i>DM</i>
Michael Potts	X	_____	_____	_____	<i>MP</i>
Michael Sharpe	X	_____	_____	_____	<i>MDS</i>

Michael Potts

Michael Potts, Chairman
Planning & Zoning Commission

ATTEST:
Alesia L. Hammock

Alesia L. Hammock
Secretary

1 The Seabrook Planning and Zoning Commission met on Thursday, November 15, 2012 in regular session at
2 Seabrook City Hall, 1700 First Street, Seabrook, Texas to consider and if appropriate, take action on the agenda
3 items listed below:

4
5 **THOSE PRESENT WERE:**

- | | | |
|----|---------------------------------|-----------------------------------|
| 6 | | |
| 7 | MICHAEL POTTS (Excused Absence) | CHAIRMAN |
| 8 | BUDDY HAMMANN (Excused Absence) | VICE CHAIRMAN |
| 9 | ROSEBUD CARADEC | MEMBER |
| 10 | MIKE DEHART | MEMBER |
| 11 | DODIE MILLER | MEMBER |
| 12 | MICHAEL SHARPE | MEMBER |
| 13 | BOLIVAR LEWIS | MEMBER |
| 14 | SEAN LANDIS | DIRECTOR OF COMMUNITY DEVELOPMENT |
| 15 | ALESIA HAMMOCK | SECRETARY |
| 16 | | |

17 Acting Chairman Caradec called the meeting to order at 7:00 p.m. and stated there was a quorum present.

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19 **1.0 ROUTINE PUBLIC HEARING AND ANNOUNCEMENTS - None**

20
21 **2.0 SPECIFIC PUBLIC HEARINGS**

22
23 **2.1 Request to change the zoning classification of land described below from the current classification**
24 **of C-2 (Commercial – Medium District) to LI (Light Industrial.)**
25

26 Sean Landis gave a brief report. He stated that Mr. Nicholson wished to rezone the property to allow
27 for expansion of the existing Gulf Winds International complex. The complex is located within
28 Pasadena, due north of the property, requiring the zoning modification. Mr. Landis stated that Mr.
29 Nicholson wished to construct a 210,000 square foot tilt-wall warehouse on the property. The proposed
30 use is only allowed in the light industrial zoning category, so the eastern 12.32 acres of this tract must
31 be rezoned. The applicant intends to leave the remainder of the tract (4.563 acres) frontage along State
32 Hwy 146 zoned C-2 to allow for future retail development.

33
34 Mr. Landis stated that the applicant, if granted the partial rezoning, would like to highlight the
35 following:

- 36 • Gulf Winds will NOT access the property from Hwy 146. All traffic will be diverted to Port Rd
37 from Old Highway 146.
- 38 • The project will create over 50 full time jobs.
- 39 • The City will maintain over 948' of linear frontage along Hwy 146 for retail development-C2
40 Zoning.
- 41 • The detention pond will have water fountain feature.
- 42 • The tree line adjacent to Hwy 146 will be maintained creating a visual buffer.

43
44 Mr. Landis stated on October 11, 2012 the applicant presented to the City of Seabrook's Economic
45 Development Commission, requesting the Commission's support. EDC President Paul Dunphey, upon
46 conclusion of the presentation, requested a vote of support for the project, as it will be submitted to the
47 Planning and Zoning Commission for consideration. Motion was made by Commissioner Caldwell and
48 seconded by Commissioner Davis. **MOTION CARRIED BY UNANIMOUS CONSENT.**

49
50 John Nicholson, Houston, Texas, stated that he was with Transwestern Commercial Real Estate
51 Services. Mr. Nicholson stated that Mr. Steve Stewart, Chairman of Gulfwinds, was also there to
52 answer any questions. He stated that he was here to answer any questions. He stated that the reason
53 they thought this development would benefit the City of Seabrook and maximize the value of the land is
54 leaving 200 feet of depth for C2 is essential for retail development. He stated that what this site does

55 not have for retail development is access points from TX Dot. The only access point this site has is
56 from Shell Station and from Gulf Winds ingress and egress from their property. Mr. Nicholson stated
57 that the other drawback to retail is no visibility from Hwy 146. He stated that by keeping part of it C-2,
58 would allow for pad sites and inline retail on the frontage and future development. He stated that what
59 they were asking for is the remainder of the land be rezoned LI for a tilt-wall distributing facility. He
60 stated that it would allow the City to diversify the city's tax base.
61

62 Mr. Nicholson stated that it is projected to create over 50 full time jobs and that the city would see an
63 increase in people shopping and eating at local restaurants and retail stores. He stated that Gulf Winds
64 will not access the property from Hwy 146. All traffic will be from Old Highway 146. Mr. Nicholson
65 stated that the development will be blocked by trees from view from Hwy 146 and the detention pond
66 will have a water fountain feature.
67

68 Robert Poston, Harbor Lane, stated that Seabrook has very limited commercial space. He stated that the
69 Port was going to have cruise ships soon and we should utilize the space for commercial to support the
70 cruise ships.
71

72 Bill Friedrichs, Diana Lane, stated that in 2006 he bought the property next to this one and built the
73 Comfort Suites, the gas station, and the retail. He stated that at that time he was counting on the C-2
74 zone to buffer against the Port and Light Industrial zone. Mr. Friedrichs also stated that he was against
75 the rezoning request, that it would devastate his hotel.
76

77 Nick Massad, Chartreuse Court, stated that he was a partner with Mr. Friedrichs on the Comfort Suite
78 Hotel. He stated that he invested in this hotel mostly because of the C-2 zone. He stated that they need
79 the commercial land. He was against the rezoning request because it would have a negative effect on
80 their business.
81

82 **2.2 Request for approval of a Short-Form Plat for Parker's Lake Subdivision.**
83

84 Sean Landis gave a brief report. He stated that the applicant is requesting to subdivide the property into
85 16 Lots, 1 Block & 2 Reserves for the purpose of a residential development. He stated that this property
86 is located immediately south of East Meyer Rd. and west of North Meyer Rd. The property is located in
87 the R-1 (Single Family Detached) zoning district. Mr. Landis stated that Staff has reviewed the plat,
88 and found it to be compliant with the City's Subdivision and Zoning Ordinances. Staff recommends
89 that the commission approves the final plat.
90

91 Susan Scruggs, Nassau Drive, stated that she just wanted to know what they were planning to do. She
92 asked if this development would affect local flooding and are they going to put fill into the lake?
93

94 Mr. Landis stated that the developer had no intention to fill the lake and it should not have any effect on
95 flooding.
96

97 Marie Bloomer, Nassau Drive, stated that the lake kept her home from flooding.
98

99 Mary Gale, North Meyer, stated that she was against the subdivision.
100

101 Acting Chairman Caradec closed the Specific Public Hearing portion of the meeting at 7:41.
102
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107 **3.0 NEW BUSINESS – The Commission will discuss, consider, and if appropriate, take action on the**
108 **items listed below.**

109
110 **3.1 Discussion, consideration and possible action concerning the request to change the zoning**
111 **classification of land described below from the current classification of C-2 (Commercial –**
112 **Medium District) to LI (Light Industrial.)**

113
114 **Motion was made by Dodie Miller and seconded by Mike DeHart**

115
116 *To approve the request to change the zoning classification of land described below from the current*
117 *classification of C-2 (Commercial – Medium District) to LI (Light Industrial.)*

118
119 Mr. DeHart asked what the “future staging” was in the presentation.

120
121 Mr. Nicholson stated that it could be for landscaping or a turnaround for trucks.

122
123 Mr. DeHart asked if there would be a buffer on the south border.

124
125 Mr. Nicholson stated yes.

126
127 Mr. DeHart asked Mr. Landis what were the guidelines for staging areas.

128
129 Mr. Landis stated that Seabrook’s ordinance prohibits any type of storage of cargo containers so they
130 will not be permitted to store any type of cargo containers on the site.

131
132 Mr. DeHart asked Sean Landis if the city could enforce the proposed traffic direction signs.

133
134 Mr. Landis stated no. He stated that this was land use only and that the Commission could not put any
135 stipulations on it.

136
137 Ms. Caradec stated that the C-2 zone could be more than retail. She stated that it could be offices or
138 other uses that do not need visibility from Hwy 146. She stated that a business park did not need
139 visibility, in needed space. Ms. Caradec stated that she did not think it was fair for the current C-2
140 users to change it on them now.

141
142 Mr. Lewis stated that he was concerned about the impact of the Hwy 146 expansion on the commercial
143 properties. He stated that the landscaped of Seabrook was going to be very different than what it is
144 today and he was concerned about the commercial properties.

145
146 Mr. DeHart asked why they did not keep the C-2 to the south of the property and asked for the north
147 part to be rezoned LI.

148
149 Steve Stewart stated that they had no problem changing the C-2 to run along the south side of the
150 property and the LI along the north side. He stated that they knew that Seabrook was concerned about
151 keeping C-2 property for the businesses that were going to be displaced with the Hwy 146 expansion.

152
153 Planning & Zoning Commission recommended that the applicant bring back a new rezoning request
154 keeping the C-2 zone on the south side of the property and rezoning the north side to LI.

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156 Ayes: Miller

157 Nays: Caradec, DeHart, Lewis, and Sharpe

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159 **MOTION FAILS BY MAJORITY VOTE.**

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3.2 Discussion, consideration and possible action concerning the request for approval of a Short-Form Plat for Parker's Lake Subdivision.

Motion was made by Bolivar Lewis and seconded by Mike DeHart

To approve the request for a Short-Form Plat for Parker's Lake Subdivision as presented.

Mr. DeHart stated that he was concerned with that the homeowners would have to back out of their driveways onto Meyer.

Mr. Landis stated that it was not prohibited and that the plat was in compliance with zoning and subdivision ordinances.

Ms. Caradec asked Mr. Landis if the lots would be draining into the ditches at the front of the property.

Mr. Landis stated that all of the lots would be draining into the lake as they currently do and that the lake drains into the drainage easement.

Ayes: Caradec, Lewis, Miller, and Sharpe

Nays: DeHart

MOTION CARRIES BY MAJORITY VOTE.

4.0 APPROVAL OF MINUTES

4.1 Discussion, consideration and possible action concerning the minutes from the October 18, 2012 meeting.

Motion was made by Michael Sharpe and seconded by Dodie Miller

To approve the October 18, 2012 P&Z minutes as written.

Ayes: Caradec, Miller, Lewis, and Sharpe

Nays: None

Abstained: DeHart

MOTION CARRIES BY UNANIMOUS CONSENT OF THOSE VOTING.

5.0 ROUTINE BUSINESS

5.1 Discussion and Consideration of the Community Development Activity Summary.

Sean Landis gave a brief report.

5.2 Report from the Director of Planning and Community Development on the status of a list of actions taken by Planning & Zoning and sent to City Council for its action or review.

Sean Landis gave a brief report.

5.3 Discussion with staff and P&Z Commission to establish future agenda items and meeting dates.

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Acting Chairman Caradec stated that the next meeting will be on December 6, 2012 and the following will be discussed:

- Morgan's Cove Subdivision
- Tower View Townhomes Subdivision

Mr. Lewis stated that he will not be able to attend the December 6, 2012 P&Z meeting.

Motion was made by Dodie Miller and seconded by Michael Sharpe

To adjourn the Planning & Zoning Commission meeting.

MOTION CARRIES BY UNANIMOUS CONSENT.

Having no further business, the meeting adjourned at 8:08 p.m.

APPROVED THIS 17th DAY OF JANUARY, 2013.



Rosebud Caradec, Acting Chairman



Alesia Hammock, Secretary

1 The Seabrook Planning and Zoning Commission met on Thursday, January 17, 2013 in regular session at
2 Seabrook City Hall, 1700 First Street, Seabrook, Texas to consider and if appropriate, take action on the agenda
3 items listed below:

4
5 THOSE PRESENT WERE:

6		
7	MICHAEL POTTS	CHAIRMAN
8	BUDDY HAMMANN (Excused Absence)	VICE CHAIRMAN
9	ROSEBUD CARADEC	MEMBER
10	MIKE DEHART	MEMBER
11	DODIE MILLER	MEMBER
12	MICHAEL SHARPE	MEMBER
13	BOLIVAR LEWIS	MEMBER
14	SEAN LANDIS	DIRECTOR OF COMMUNITY DEVELOPMENT
15	ALESIA HAMMOCK	SECRETARY

16
17 Chairman Potts called the meeting to order at 7:00 p.m. and stated there was a quorum present.

18
19 **1.0 ROUTINE PUBLIC HEARING AND ANNOUNCEMENTS - None**

20
21 **2.0 SPECIFIC PUBLIC HEARINGS**

22
23 **2.1 Request to change the zoning classification of land described below from the current classification
24 of C-2 (Commercial – Medium District) to LI (Light Industrial.)**

25
26 Sean Landis gave a brief report. He stated that Mr. Nicholson wishes to rezone the property to allow for
27 expansion of the existing Gulf Winds International complex. The existing complex is located within
28 Pasadena, due north of the property requiring the zoning modification. He wishes to construct an
29 185,000 square foot tilt-wall warehouse on the property. The proposed use is only allowed in the light
30 industrial zoning category, so the northern 10 acres of this tract must be rezoned. The applicant intends
31 to leave the remainder of the tract (6.9058 acres) zoned C-2 to allow for future retail development.

32
33 The applicant, if granted the partial rezoning, would like to highlight the following:

- 34 • Gulf Winds will NOT access the property from Hwy 146. All traffic will be diverted to Port Rd
35 from Old Highway 146.
- 36 • The project will create over 50 full time jobs.
- 37 • The City will maintain over 7 acres along Hwy 146 for retail development-C2 Zoning.
- 38 • The detention pond will have water fountain feature.
- 39 • The tree line adjacent to Hwy 146 will be maintained creating a visual buffer.

40
41 Mike DeHart asked if the C2 portion would require a detention pond.

42
43 Mr. Landis stated yes, it would require a detention pond.

44
45 John Nicholson, Houston, Texas, stated that he was with Transwestern Commercial Real Estate
46 Services. Mr. Nicholson stated that they listened to the City and their neighbors and came up with a
47 new design to accommodate the concerns of both. He stated that they changed the loading doors to the
48 north, blocking any traffic and views from the hotel. He stated that they will also leave plenty of trees
49 to make a barrier wall to block the view to the south. It will be a Class A facility. Mr. Nicholson stated
50 that the only entrance/exit on the south side of the building is for fire truck access. All of their trucks
51 will use the truck court and go out Hwy 146 and take a left towards Port Road. So they have eliminated
52 two ingress and egress to help minimize truck traffic to the south. Mr. Nicholson stated that they have
53 tried to accommodate their neighbors and any future development on the C2. They do not want to
54 prohibit or be an eye sore to future development. He stated that with the growth of the two ports, the

55 rail activity is projected to grow 10 – 12 percent per year and Gulf Winds wanted to build a facility to
56 accommodate the growth of cargo.
57

58 Steve Stewart, Houston, Texas, Chairman of Gulf Winds International, stated that the reason they built
59 their facility in Pasadena and would like to expand to this location was to accommodate the growth of
60 traffic into the Bayport Terminal. He stated that when the terminal is completed it will accommodate a
61 million plus containers and the majority of the traffic will be rail. He stated that they thought this
62 development would benefit the City of Seabrook and maximize the value of the land by leaving 200 feet
63 of depth for C2 that is essential for retail development. He stated that what this site does not have for
64 retail development is access points from TX Dot. The only access point this site has is from Shell
65 Station and from Gulf Winds ingress and egress from their property. Mr. Stewart stated that the other
66 drawback to retail is no visibility from Hwy 146. He stated that by keeping part of it C-2, would allow
67 for pad sites and inline retail on the frontage and future development. He stated that what they were
68 asking for is the remainder of the land be rezoned LI for a tilt-wall distributing facility. He stated that it
69 would allow the City to diversify its tax base.
70

71 Dodie Miller stated that with the proposed railway coming, not many retail businesses would want to
72 build at that site. He stated that Gulf Winds was already there and he did not see a reason why they
73 could not expand to the proposed property.
74

75 The following spoke in favor of the rezoning request, stating Gulf Winds was not a minimum wage
76 facility, was a great company to work for and would be an asset to the community of Seabrook:
77

78 Gabriel Allen
79 Rene Lauren
80 Dylan Grindall
81 Chris Dennis
82

83 Carter Malone, Houston, Texas stated that his family owned the property in question. He stated that he
84 has tried to get retail developers to build on the property, but has not found any interest. He stated that
85 the family was in complete support of the rezoning request.
86

87 Bill Friedrichs, Diana Lane, stated that in 2006 he bought the property next to this one and built the
88 Comfort Suites, the gas station, and the retail. He stated that at that time he was counting on the C-2
89 zone to buffer against the Port and Light Industrial zone. Mr. Friedrichs also stated that he was against
90 the rezoning request, that it would devastate his hotel.
91

92 Nick Massad, Chartreuse Court, stated that he was a partner with Mr. Friedrichs on the Comfort Suite
93 Hotel. He stated that he invested in this hotel mostly because of the C-2 zone. He stated that they need
94 the commercial land. He was against the rezoning request because it would have a negative effect on
95 their business.
96

97 Mr. Stewart stated that he wanted to point out that if the rezoning request passed, within this year
98 Seabrook would have a facility that would bring a lot of high paying jobs with people living and
99 working in this community and paying taxes here. He stated from the visual standpoint, most people
100 will not even know that they are there. Mr. Stewart stated that Seabrook has the opportunity to have a
101 sound family owned; Houston based company with employees that work here in the area making good
102 money.
103

104 Chairman Potts closed the Specific Public Hearing portion of the meeting at 7:46.
105

106 **3.0 NEW BUSINESS – The Commission will discuss, consider, and if appropriate, take action on the**
107 **items listed below.**

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3.1 Discussion, consideration and possible action concerning the request to change the zoning classification of land described below from the current classification of C-2 (Commercial – Medium District) to LI (Light Industrial.)

Motion was made by Mike DeHart and seconded by Dodie Miller

To approve the request to change the zoning classification of land from the current classification of C-2 (Commercial – Medium District) to LI (Light Industrial.)

Dodie Miller stated that they need a good business like this in Seabrook.

Rosebud Caradec stated that there were a lot of other uses besides retail, which could be a six story office building. She stated that she wanted to clarify that C-2 is not just retail and has many uses. Ms. Caradec stated that Seabrook has a need for other major businesses besides retail.

Ayes: DeHart, Lewis, Miller, Potts, and Sharpe

Nays: Caradec

MOTION CARRIES BY MAJORITY VOTE.

4.0 APPROVAL OF MINUTES

4.1 Discussion, consideration and possible action concerning the revised minutes from the November 15, 2012 meeting.

Motion was made by Michael Sharpe and seconded by Dodie Miller

To approve the revised minutes from the November, 15, 2012 meeting as written.

Ayes: Caradec, Dehart, Lewis, Miller, and Sharpe

Nays: None

Abstained: Potts

MOTION CARRIES BY UNANIMOUS CONSENT OF THOSE VOTING.

4.2 Discussion, consideration and possible action concerning the minutes from the December 6, 2012 meeting.

Motion was made by Mike DeHart and seconded by Dodie Miller

To approve the minutes from the December 6, 2012 meeting as written.

Ayes: Caradec, Dehart, Miller, and Sharpe

Nays: None

Abstained: Lewis and Potts

MOTION CARRIES BY UNANIMOUS CONSENT OF THOSE VOTING.

5.0 ROUTINE BUSINESS

161 **5.1 Discussion and Consideration of the Community Development Activity Summary.**

162
163 Sean Landis gave a brief report.

164
165 **5.2 Report from the Director of Planning and Community Development on the status of a list of**
166 **actions taken by Planning & Zoning and sent to City Council for its action or review.**

167
168 Sean Landis gave a brief report.

169
170 **5.3 Discussion with staff and P&Z Commission to establish future agenda items and meeting dates.**

171
172 Acting Chairman Caradec stated that the next meeting will be on February 21, 2013 and the following
173 will be discussed:

- 174 • Sign Ordinance

175
176 **Motion was made by Michael Sharpe and seconded by Bolivar Lewis**

177
178 *To adjourn the Planning & Zoning Commission meeting.*

179
180 **MOTION CARRIES BY UNANIMOUS CONSENT.**

181
182 Having no further business, the meeting adjourned at 8:11 p.m.

183
184
185 APPROVED THIS 21st DAY OF FEBRUARY, 2013.

186
187
188 _____
189 Michael Potts, Chairman

_____ Alesia Hammock, Secretary



Company Name	Address	Total Contract Price	Optional Service: July 4, 2013	Optional Service: Lifeguard Hourly	Optional Service: Cashier Hourly	Comments/Bid Bond
USA Pools	1527 W. State Hwy 114, Grapevine, TX 76051	\$ 48,840.00		\$	\$ 19.50	Liability Ins and Bid Bond
Aquatic Management Inc.	8725 Roswell Rd., Suite 206, Atlanta, GA 30350	\$ 52,200.00	\$ 650.00	\$	\$ 13.50	Liability Ins and Bid Bond
Aquatic Management of Houston	10043 Inverloch Way, Humble, TX 77339	\$ 54,685.00	\$ 750.00	\$	\$ 15.00	Liability Ins and Bid Bond
Gulf Coast Aquatic	351B Columbia Memorial Highway, Kemah, TX 77565	\$ 63,488.00		\$	\$ 25.00	Liability Ins and Bid Bond
Pool Management Inc.	401 NW 13th Street, Delray Beach, Florida 33444	\$ 64,976.50	\$ 1,000.00	\$	\$ 19.00	Liability Ins and Bid Bond
Poseidon Pools	100 E NASA Rd 1, Ste. 303, Webster, TX 77598	\$ 66,680.00	\$ 1,024.00	\$	\$ 25.00	Liability Ins and Bid Bond



Request for Proposal (RFP)
City Pool Management Services
Project 2013 - 05

COST SUMMARY AND SUBMISSION FORM

The City of Seabrook will pay to the Contractor all costs associated with the staffing of the city swimming pool. The Contractor may invoice the City on the 1st of each month for the previous month's services and payment for such invoice is due on the last day of each month in relation to the term of the Agreement. However, the City will not issue any payments without first receiving the daily maintenance logs, the daily attendance records and the daily balance sheets for the billed period.

May - June	Preparation and Orientation		
	2 Days X 3.5 Hours X 14 (# of Lifeguards) X \$ 8.67		\$ 849.66
	2 Days X 1.5 Hours X 3 (# of Cashiers) X \$ 8.67		\$ 78.03
June	18 Days X 9.4 Hours X 7 (# of Lifeguards) X \$ 8.67		\$ 10,268.75
	18 Days X 9.4 Hours X 1 (# of Cashiers) X \$ 8.67		\$ 1,466.96
July	21 Days X 9.25 Hours X 7 (# of Lifeguards) X \$ 8.67		\$ 11,789.03
	21 Days X 9.25 Hours X 1 (# of Cashiers) X \$ 8.67		\$ 1,684.15
(Closed July 4th)			
August	18 Days X 9.4 Hours X 7 (# of Lifeguards) X \$ 8.67		\$ 10,268.75
	18 Days X 9.4 Hours X 1 (# of Cashiers) X \$ 8.67		\$ 1,466.96
Administrative Costs			\$ 16,812.71
	TOTAL CONTRACT COST.....		\$ 54,685.00

OPTIONAL:	
July 4' 2013 Holiday Open 10am – 6pm (Include Cost for All Staff)	\$ 750.00
After Hours Special Event Cost:	
Lifeguard Hourly Cost (Including Administrative)	\$ 20/guard/hour
Cashier Hourly Cost (Including Administrative)	\$ 15/cashier/hour

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond No. TBD

KNOW ALL MEN BY THESE PRESENTS, that we **Aquatic Management of Houston**
1210 Warsaw, Suite 900
Roswell, GA

as Principal, hereinafter called the Principal, and **Travelers Casualty and Surety Company of America**
a corporation duly organized under the laws of the State of Wisconsin as Surety, hereinafter called the
Surety, are held and firmly bound unto

The City of Seabrook
1700 First Street, Suite 206
Seabrook, TX 77586

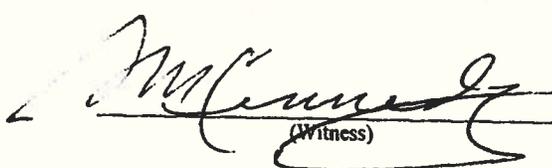
as Obligee, hereinafter called Obligee, in the sum of **One Thousand Dollars (\$1,000)**

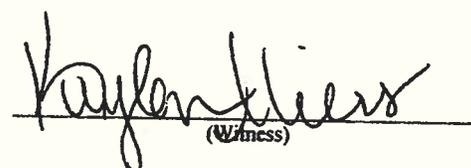
For the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

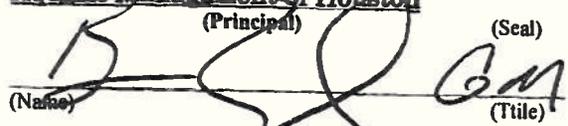
WHEREAS, the Principal has submitted a bid for Project No.:
Seabrook Project No. 2013-05
Pool Management Services

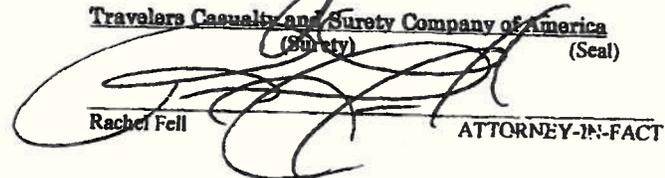
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a
Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be
specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance
of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or
in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the
Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount
specified in said bid and such larger amount for which the Obligee may in good faith contract with another
party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to
remain in full force and effect.

Signed and sealed this **5th** day of **February**, **2013**.


(Witness)


(Witness)

Aquatic Management of Houston
(Principal) (Seal)

(Name) (Title)

Travelers Casualty and Surety Company of America
(Surety) (Seal)

Rachel Fell ATTORNEY-IN-FACT



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 218795

Certificate No. 004746007

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Chancey Shepherd, Kaylan Miers, Larry Dye, and Rachel Fell

of the City of Alpharetta, State of Georgia, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 28th day of February, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson
George W. Thompson, Senior Vice President

On this the 28th day of February, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of February, 2013


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

**CERTIFICATE OF LIABILITY INSURANCE**

11/26/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER EMS Insurance Assoc., Inc. 20 Nighth Ave., Suite 300 Hunt Valley, MD 21030 (443) 632-3344	CONTACT NAME Katie Costin	PHONE (A/C, No, Ext): (443) 632-3344	FAX (A/C, No): (443) 632-3196
	EMAIL ADDRESS kcostin@emsaia.com		
INSURED Aquatic Management of Houston Inc. P.O. Box 6575 Kingwood, TX 77325	INSURERS AFFORDING COVERAGE		NAIC #
	INSURER A: COLONY NATIONAL INS CO		34118
	INSURER B: LEXINGTON INSURANCE COMPANY		19437
	INSURER C: ARCH SPECIALTY INS COMPANY		21199
	INSURER D:		
	INSURER E:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL RSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			JR4360497 BLANKET ADD'L INSURED PER CG 2010 11/85	10/01/2012	10/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGES TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMPOP AGG \$ 2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS 10,000			013136513	10/01/2012	10/01/2013	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A <small>(Mandatory in NH)</small> If yes, describe under DESCRIPTION OF OPERATIONS below			UXP004077202	10/01/2012	10/01/2013	\$9,000,000 Occurrence \$9,000,000 Aggregate

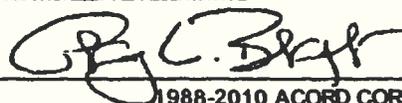
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Insurance Verification

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Gary Berger - JL

In-Service Modules

**July
2012**

Introduction

These modules are designed for lifeguards to use while working at their pool. Module 2, Extrication from Pool with One Lifeguard on Duty, is a training module for all lifeguards who work or might work at a single-guard pool. If you work or might work at a single-guard pool *this training is mandatory. Do this module first.*

We have added new modules this month and kept some modules from last month.

Guidelines:

The goal is for each lifeguard to spend at least 2 hours (120 minutes) doing In-Service practice each month.

In-Service practice should take place at times when no pool patrons are at the pool (except In-Service Modules run by a Supervisor):

Times of inclement weather

Slow times of day, such as around dinner time

When in a surveillance mode a lifeguard should have no other tasks to perform. In-Service practice is for times when a lifeguard is not in a surveillance mode.

If the pool is closed to patrons due to lightning, or other unsafe conditions, then lifeguards cannot be in the pool.

You may repeat modules many times. The purpose is practice and repetition to help you be prepared in the event of an emergency.

Keep track of how long you practice and record your practice time in the log at the back of this booklet. Write neatly and in pen that will not run if it gets wet – ball point pen, not felt tip or roller ball. It is important that what is recorded in the log can be easily read by someone else.

Use the log to keep track of the number of minutes you have spent on In-Service each month.

This booklet will be turned into the office by the Pool Manager at the end of the month.

A new booklet will be issued to you each month.

Module 1: Extraction from Pool In-Service – Two Lifeguards

Objective: To practice the skills require to rapidly remove an unconscious person from the pool.

Execution: One person pretends to be unconscious victim in the pool. The Primary Lifeguard is to begin on the Lifeguard stand, reach the victim, get the victim to the side of the pool and, with the help of a second lifeguard, remove the victim from pool, all as quickly as possible. REPEAT as many times as possible in the time available or 5 times maximum.

Key Points:

- Primary Lifeguard moves the victim to the side of the pool and transfers control of the victim to a waiting lifeguard on the deck.
- The lifeguard waiting on the deck should have the backboard with them.
- Protect the victim's head and keep the victim's face out of the water.
- Face the victim toward the side of the pool with wrists crossed.
- The primary guard exits the pool, gets the backboard and slips the backboard straight down into the water.
- Turn the victim onto the backboard by uncrossing the wrists.
- Each of the two lifeguards take one wrist and one handhold on the board, and then slide the backboard and victim up onto the deck.

Module 2: Extrication from Pool with One Lifeguard on Duty

REPEAT AS MANY TIMES AS POSSIBLE WITHIN THE TIME AVAILABLE, OR 5 TIMES MAXIMUM.

-UNCONSCIOUS VICTIM, NO EVIDENCE OF HEAD OR SPINAL INJURY-

With an unconscious victim, where there is not a clear reason to suspect spinal injury, what is most important is how fast you:

1. Get them out of the water
2. Have someone call 911
3. Assess their vital signs
4. Begin giving care:
 - If breathing, put in Recovery Position
 - If not breathing and there is a pulse, begin Rescue Breathing
 - If not breathing and no pulse, begin CPR

The amount of TIME from

- When a person sinks beneath the surface *until* . . .
 - You get them out of the pool and begin providing care,
- affects the likelihood of whether they will survive unharmed or will die.

Time is critical – seconds matter!

When would you use spinal injury management protocol, instead of just getting someone out of the pool as fast as possible?

- You saw the victim hit their head
- Victim or another pool patron tells you the victim hit their head
- There is blood coming from the head, an abrasion on head or another sign that the victim hit their head

In all other cases get the victim out of the pool as fast as possible.

EXTRICATION FROM POOL

If the victim is not too heavy, get the victim to the shallow water, lift them from the pool and gently place them on the pool deck on their back. Have someone call 911. Perform an initial evaluation: ABC's. Begin providing care as quickly as possible.

If the victim is too heavy to pick up, then:

ONE LIFEGUARD ON DUTY AND POOL PATRONS PRESENT, EXTRICATION FROM POOL:

Bring the victim to the side of the pool and direct someone to call 911. Call for help and tell bystanders you need them to help you get the person from the pool. Get a grip on the edge of the

pool or, if the water is shallow, stand up. Direct someone to call 911. Always keeping the victim's face above the water, place one of the victim's hands on the pool deck. Use one of your hands to pin the victim's hand down and then secure the victim's other hand on top of the first hand. With one hand holding the victim's hands securely, use your other hand to climb out of the pool. Immediately pivot around, grab one of the victim's wrists and instruct the people or person assisting you to grab the victim's other wrist, stand up, and using 3 bobbing motions with the victim, pull the victim up and over the edge at the top of the third bob. Next, pull victim's legs around and out of the pool so that the victim's entire body is on the pool deck and out of the pool. Move victim onto their back and perform an initial evaluation: ABC's. Begin providing care as quickly as possible.

OR, RECRUIT HELP AND USE THE BACKBOARD METHOD. Remember, get the person out as quickly as possible.

ONE LIFEGUARD ON DUTY AND NO OTHER POOL PATRONS PRESENT, EXTRICATION FROM POOL:

-UNCONSCIOUS VICTIM, NO EVIDENCE OF HEAD OR SPINAL INJURY-

The following extrication technique is for a Lifeguard who is on duty with no other patrons present to assist with the rescue of a victim who is too heavy to just pick up and place on the pool deck. If there is anyone else at the pool, utilize them for assistance. Remember, get the person out of the water and begin providing care as quickly as possible! This technique is similar to the technique that American Red Cross taught previously.

Note: For purposes of testing this method, we used a 5'0" tall female Lifeguard and a 6'4", 210 pound victim, who are seen in the photos.

After spotting the victim, use the rescue tube and make contact. If victim is unconscious with no visible signs of head or neck injury, secure them on the rescue tube and take them to the closest side of the pool.

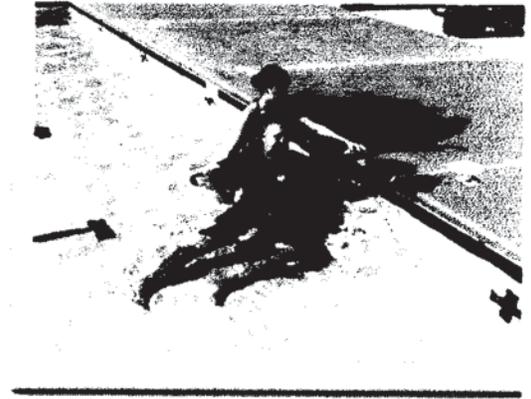
When would you use spinal injury management protocol, instead of just getting someone out of the pool as fast as possible?

- You saw the victim hit their head
- Victim or another pool patron tells you the victim hit their head
- There is blood coming from the head, an abrasion on head or another sign that the victim hit their head

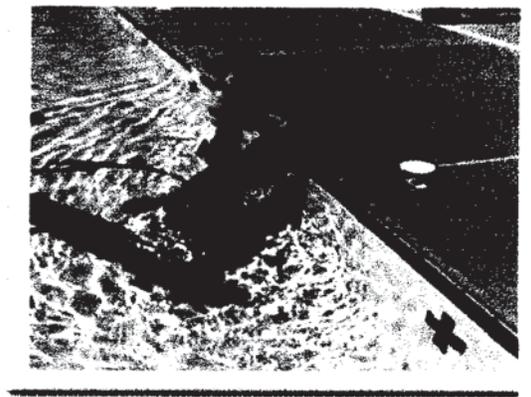
In all other cases get the victim out of the pool as fast as possible.



When you get to the side of the pool, place one of the victim's hands on the side of the pool and use your hand to secure the victim's hand so they will not slide off the edge and under the water. At this point, the rescue tube will still be under the victim helping to keep them afloat.



Remove the rescue tube strap from around your shoulder. Next, take the victim's other hand and position it on top of the hand already on the side of the pool. Place one of your hands on top of the victim's hands to secure both hands on the side so that the person does not slide under the water.

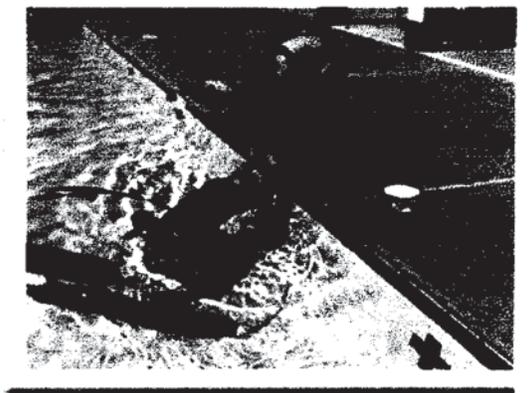


While still using your hand to secure the victim's hands on the side of the pool, quickly get out of the pool.

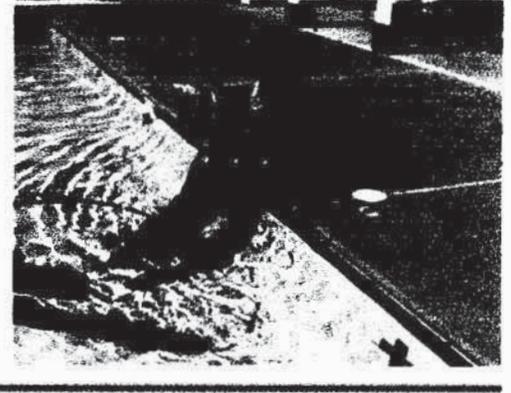


When you position the second hand on top of the other and get out of the pool, the victim's face may go under the water. Move as quickly as possible.

Grab the victim by both wrists. Remember to use your legs to lift the person and not just your arms. This will give you more power and help prevent injury. A smaller Lifeguard who uses their legs well on the lift can lift a much larger victim out of the water.



Using your legs, dip the victim down into the pool and then lift them back up out of the water (bobbing) and repeat bobbing the victim two (2) or three (3) times. On the last bob, lift the victim as high as you can and take a step back with one leg to help pull the victim up and over the edge of the pool.



When you take your step back, use your leg to help support the victim's head. Slide your leg back while letting the victim's head slide down your leg toward the deck. After gently laying the victim's arms on the deck, carefully support and place the victim's head on the pool deck.



Pull the victim's closest leg around and out of the pool. Keep a hand on the victim to prevent the victim from rolling back into the pool.



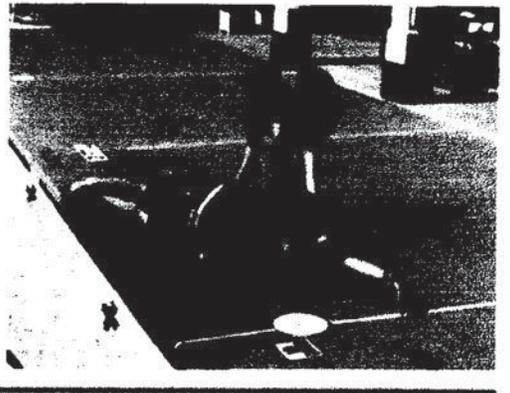
Reach down and pull the victim's other leg up and around onto the deck, getting them into a position to be rolled onto their back.



While keeping a hand on the victim, move the victim's arms up and then cross them above the head. This is to make the victim's body straighter and to make it easier to roll over. If the arm is lying to the side it will act as resistance to the roll.



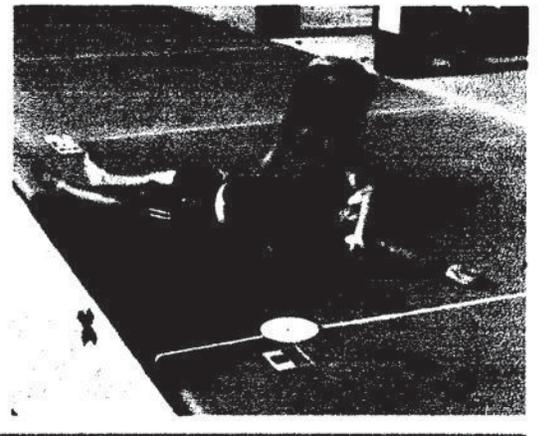
Place one hand on the victim's hips and your other hand on their shoulder. Pull the victim toward you to roll them on their back. Use your hand on their shoulder to support the head and neck as you roll them over.



Support the victim as they roll onto their back. Use your hand near the shoulder to support the head into a resting position.

Immediately do an initial evaluation (ABC's) on the victim. Begin providing care as quickly as possible.

- If breathing, put in Recovery Position and call 911.
- If not breathing and there is a pulse, perform Rescue Breathing for 2 minutes, then call 911, then check pulse and if there is still a pulse continue Rescue Breathing. If there is No Pulse, start CPR.
- If not breathing and No Pulse, perform CPR for 2 minutes, then call 911, then continue CPR.



The key to a successful Extrication is PRACTICE. Try this technique at various places in the pool and with larger people.

Module 3: Body on the Bottom

Objective: To emphasize “When you don’t know go!” and “When in doubt, check them out!”. To reinforce Lifeguards’ awareness that most drownings occur beneath the surface and that the amount of time that the victim is underwater during a submersion event can affect the likelihood that they will survive unharmed, or will die. Module will be completed when no patrons are at the pool.

Execution: Place BOB (or weighted towel) in the four corners of the pool and other difficult to see spot on the bottom. Make waves in the pool to disturb the surface. Lifeguards will sit in lifeguard stand and count all objects can be seen from this location. Lifeguard will review Key Points below.

Key Points:

1. Children often slip quietly beneath the surface, without a struggle and stay underwater unless someone rescues them.
2. Most drownings occur beneath the surface of the water.
3. The amount of time that a person is underwater during a Submersion Event affects the likelihood that they will survive unharmed, or will die.
4. Brain damage or death will occur if someone is unconscious underwater for very long at all.
5. Most drownings occur in shallow water. Shallow water is over the head of small children.
6. It can be very difficult to see a body beneath the surface of the water.
7. Scan the pool from the bottom of the pool, then to the area between the bottom and the surface, and then see people’s faces on the surface.
8. Keep track of how many people are in your zone and where they are.
9. Physical Blindness relative to a swimming pool is caused by things that affect one’s ability to see objects beneath the surface, including:
 1. reflection on the surface of the pool
 2. water surface disturbance, as seen in the Disappearing Dummies video
 3. clouds, which reflect on the surface of the pool
 4. the angle of the sun, which cause glare or reflection on the surface
 5. wind, which can disturb the surface, as in #2
 6. rain, which can make the surface impossible to see through
 7. other pool patrons blocking one’s view – people and objects in the pool, such as rafts, can block a Lifeguard’s view of someone who is underwater and needs their help
10. Cognitive Blindness is caused by our mind not seeing 1.) what it does not expect and 2.) does not want to see, like an unconscious body on the bottom.
11. A body on the bottom of the pool, will sometimes look like a shadow, or debris, or something else that does not look like a body.
12. Therefore, when a Lifeguard sees anything on the bottom, or anything out of the ordinary on the bottom or on the surface, they need to investigate immediately. Continually emphasize: **“When in doubt, check them out.” “When you don’t know, GO!”**
13. Because so many things can affect a Lifeguard’s ability to see beneath the surface, on-going Zone Designation is required.
14. Lifeguards will need to change Surveillance Position when they cannot see the entire pool bottom in their zone.
15. If it is raining so hard that Lifeguards cannot see beneath the surface from any Surveillance Location, all swimmers should be cleared from the pool until the rain lets up.
16. In most Submersion Events in which the victim is not rescued in-time to prevent death or lasting injury, the Active Lifeguard reports “It happened so fast.” and “I never thought it would happen when I was on-duty.
17. It happens! Be aware and be prepared.

Module 4: Yoni Gottesman Video

Objective: To increase Lifeguard alertness when watching the pool.

Execution: Go to <http://poolmanagementgroup.com/yonivideo> and watch the video. Then, provide at least 6 comments/insights about what you learned and how you can improve your lifeguarding.

1.)

2.)

3.)

4.)

5.)

6.)

Module 5: Emergency Action Plan

Objective: To review how to activate and implement the Emergency Action Plan at your facility in the event of an emergency.

Execution: Each lifeguard will begin the scenario by sitting in the lifeguard stand watching the pool. The Pool Manager will signal the beginning of the activity by reading the scenario below. The lifeguard on the stand must activate the Emergency Action Plan beginning with three short whistle blasts and continue through the final steps including an incident report.

Scenario:

Mrs. Jones approaches lifeguard stand and says that she saw something on the pool on the 5 ft. area. You look and notice an object on the bottom of the pool. When you reach the object, you find out it is an unconscious person.

Key Points:

- Lifeguard will begin the Emergency Action Plan with 3 short whistle blasts (make sure to remind Lifeguards that this needs to be loud enough for everyone to hear)
- Be sure that the lifeguard remembers to order everyone out of the pool (but not wait for everyone to exit before performing rescue). Make sure they understand why this is important. (could be another accident while pool or zone is unguarded)
- Lifeguard should be communicating with other lifeguard(s) if on site. If there are no other lifeguards present, lifeguard will pick a person at the pool and ask them to assist by calling 911. (Lifeguard should be specific, point and say things like "You in the black bathing suit, call 911 and come back here to let me know they are on the way.")
- Lifeguard will tell you about what steps they will take when they make contact with the victim. Go over any first aid, if applicable.
- After the rescue, the lifeguards should find a quiet place away from people to fill out the incident report form. Lifeguards should NOT talk to anyone until a member of Company upper management arrives.

Module 6: Unconscious Victim

Objective: To practice the skills needed to rescue an unconscious victim from the pool and to practice doing so as fast as possible. **THIS IS A TIMED EVENT.** Time how long it takes from the first whistle blast until the Lifeguard begins simulating chest compressions. Time is important!

Execution: Lifeguard will begin the scenario by sitting in the Lifeguard stand watching the pool. The Pool Manager or Supervisor will provide the scenario information to the Lifeguard, then signal the beginning of the activity and begin timing the Lifeguard.

SCENARIO

- Supervisor, Pool Manager or another Lifeguard acts as victim.
- Brief the Lifeguard up front: This is an unconscious, non-spinal victim.
- Victim gets in pool and acts unconscious

- **Lifeguard blows whistle, initiates EAP**
- Lifeguard swims to victim and brings victim to side of pool
- Lifeguard directs someone to call 911
- Lifeguard removes victim from pool
- Lifeguard performs Initial Check – ABC's
 - **AIRWAY** – Open airway! (Head-tilt/Chin lift)
 - **BREATHING** – Look, Listen, & Feel for movement & breathing for **NO MORE THAN 10 SECONDS**
 - Initially, if no signs of breathing, give 2 breaths make sure chest clearly rises.
 - If breaths do not go in, reposition the airway and try 2 more breaths
 - Assume breaths go in.
 - **CIRCULATION** – Check pulse for **NO MORE THAN 10 SECONDS**
- Victim tells Lifeguard what the situation is:
 - Not breathing
 - No pulse

- Victim needs to act unconscious and not help the Lifeguard
- **Lifeguard opens airway, properly places mask, simulates CPR**

Take caution NOT to do real chest thrusts, as you could injure the person on whom you are practicing.

Do NOT do real breaths.

Module 7: Swimming and Diving to Bottom of Pool

Objective: To practice swimming skills that may be needed in a rescue.

Execution: Do not practice this In-Service alone! Lifeguard will enter the pool at shallow end, as if making a rescue. Swim the length of pool, dive to the bottom of deep end and retrieve object. REPEAT AS MANY TIMES AS POSSIBLE WITHIN THE TIME AVAILABLE, OR 5 TIMES MAXIMUM.

Key Points:

- The objective of this exercise is to assure that Lifeguard is able to quickly reach a person on the bottom of the pool and bringing them to the surface.
- Repetition, with minimal rest, increases one's physical conditioning and ability to make a rescue when necessary.
- It is important to retrieve the object on the first try – The amount of time someone is underwater and not breathing can determine whether they live or die.

Module 8: CPR

Objective: To practice CPR initial checks (ABC's) on a real person, and to practice *mock* thrusts and breaths for a realistic period of time.

Execution: Brief the Lifeguard up front: This is an unconscious, non-spinal victim.

Open airway, check breathing and check pulse. The objective is to find the pulse in less than 10 seconds. (Check until you find the person's pulse, but then continue treatment as if there was no pulse.) Lifeguard opens airway, properly places mask, simulates CPR. Do *simulated* CPR for the amount of time it normally takes EMS to arrive in your area. Fake chest thrusts and fake breaths through the rescue mask.

Take caution not to do real chest thrusts, as you could injure the person on whom you are practicing. Only pretend to give chest thrusts – DO NOT APPLY FORCE!

Key Points and Assumptions:

ABC's:

AIRWAY – Open airway! (Head-tilt/Chin lift)

BREATHING – Look, Listen, & Feel for movement & breathing for NO MORE THAN 10 SECONDS

- Initially, if no signs of breathing, give 2 breaths make sure chest clearly rises.
- If breaths do not go in, reposition the airway and try 2 more breaths

Assume breaths go in.

CIRCULATION – Check pulse for NO MORE THAN 10 SECONDS

Assume no pulse.

BEGIN CPR – Change assumption about age of victim each time you do a practice module.

Hand Placement for compressions/thrusts: (Remember, SIMULATED compressions, not real compressions!)

Adult – 2 hands on the center of the chest on nipple line

Child – 1 or 2 hands on the center of the chest on nipple line

Infant – 2-3 fingers right below the nipple line

30 compressions, then 2 breaths ... Keep repeating

At a rate of 100 compressions per minute - 30 compressions every 18 seconds; 16 to 17 compressions every 10 seconds.

CHECK FOR SIGNS OF LIFE (ABCs)

- 1. AIRWAY** – Open airway! (Head-tilt/Chin lift)
- 2. BREATHING** – Look, Listen, & Feel for movement & breathing for **NO MORE THAN 10 SECONDS**
 - Initially, if no signs of breathing, give 2 breaths, making sure chest clearly rises
 - If breaths do not go in, reposition the airway and try 2 more breaths
 - If breaths still do not go in, go to **UNCONSCIOUS CHOKING** steps
 - If breaths do go in (chest clearly rises) go to **CIRCULATION**
- 3. CIRCULATION** – Check pulse for **NO MORE THAN 10 SECONDS**
 - a. If they have a pulse but they are not breathing begin **RESCUE BREATHING**
 - b. If there is no breathing and no pulse begin **CPR**

NOT BREATHING BUT HAS A PULSE <u>Rescue Breathing</u>		NOT BREATHING & NO PULSE <u>CPR</u> Rate of 100 compression/minute		BREATHS DON'T GO IN <u>UNCONSCIOUS CHOKING</u>		
<u>Adult</u>	<u>Child & Infant</u>	<u>Adult</u>	<u>Child & Infant</u>	<u>Adult</u>	<u>Child & Infant</u>	<u>Thrusts Depth</u>
1 breath every 5 seconds 24 cycles = 2 minutes	1 breath every 3 seconds 40 cycles = 2 minutes	30 compressions & 2 breaths Compressions: 1 ½" - 2"	30 compressions & 2 breaths (2 Rescuer CPR = 15 compressions & 2 breaths) Compressions: Child 1" - 1 ½" Infant ½" - 1"	*5 chest thrusts * if you see an object, remove it with index finger *2 breaths	*5 chest thrusts * if you see an object, remove it with little finger *2 breaths	Adult 1 ½" - 2" Child 1" - 1 ½" Infant ½" - 1"
Check for Signs of Life every 2 minutes No Pulse = CPR		HAND PLACEMENT FOR COMPRESSIONS/THRUSTS Adult – 2 hands on the center of the chest on nipple line Child – 1 or 2 hands on the center of the chest on nipple line Infant – 2-3 fingers right below the nipple line		<i>CONSCIOUS CHOKING</i> Adult & Child = 5 back blows & 5 abdominal thrusts. Infant = 5 back blows & 5 chest thrusts		

Module 9: In Water Spinal Injury

Objective: To practice spinal injury management. Page 160-176 ARC Lifeguarding Manual

Equipment Needed: Backboard, whistle, rescue tube.

Minimum Number of Lifeguards: 3, one to play victim and two to perform rescue.

Setup: One person starts in the water having simulated a dive into the shallow end. Victim should start facedown in a prone position on the surface of the pool. The lifeguard either observed the head first dive into the shallow water or another guest advised them of the dive. Once they reach the guest they will learn that they are conscious and breathing.

Execution: Lifeguard will begin on the Lifeguard stand, Activate the EAP (have someone call 911 and clear the pool), reach the victim, stabilize the victim (using either the head splint or head and chin support method), perform vitals check (immediately ask victim's name, this provides rescuer with 1. knowledge that the victim is breathing and conscious and 2. what the victim's name is so that it can be used throughout the rescue while talking to the victim) get the victim to the side of the pool. Place the backboard under the victim and begin strapping process (chest, hips, thighs working down the victim's body) next place the head immobilizer on and check security of each strap. Extricate the victim from pool using the backboard and the help of another lifeguard. Once out of the water place a towel over the victim to treat for possible hypothermia.

REPEAT AS MANY TIMES AS POSSIBLE WITHIN THE TIME AVAILABLE, OR 5 TIMES MAXIMUM.

Key Points:

-Make certain you promptly activate the EAP. This step is critical so that EMS are promptly notified and can respond as soon as possible.

-If the victim is unconscious and **not breathing** the event becomes life-over-limb. Place the victim onto the backboard and remove the victim by lifting the backboard out of the water. Make every effort to minimize movement of the victim's head and neck. Do not waste time strapping the victim onto the backboard.

-Hypothermia is a real concern with a true spinal injury therefore from point of victim contact until the victim is fully extricated to the pool deck should not take more than three minutes.

-Make sure you are communicated with the victim the entire backboarding process. This will provide two valuable elements to the exercise; 1. Awareness that the victim remains conscious and breathing and 2. It gives the victim a degree of confidence and understanding about what is taking place. Make sure you advise the victim to answer all questions and not nod or shake their head.

-Anytime the lifeguard vacates their position the guests in the pool should be promptly cleared from the water.

Module 10: Out of water, Standing Spinal Victim

Objective: To practice spinal injury management on victim out of the water. Page 177-179 ARC Lifeguarding Manual

Equipment Needed: Backboard, whistle, rescue tube and gloves.

Minimum Number of Lifeguards: 3, one to play victim and two to perform rescue.

Setup: One person walks over to the lifeguard in the lifeguard stand and advises them (while holding their neck) that they hurt their neck while in the pool after someone jumped onto their back.

Execution: Lifeguard will begin on the lifeguard stand, Activate the EAP (have someone call 911 and clear the pool), reach the victim, put on gloves, approach the victim from the front and stabilize the victim by placing both hands on either side of the victim's face, the lifeguard should not have the victim sit or lie down, ask victim their name. If the victim's condition becomes unstable and before you get the backboard (they complain of dizziness or begin to lose consciousness) slowly lower the victim to the ground with another rescuer attempting to minimize movement and maintain inline stabilization.

If the victim's condition remains stable the following procedure can be used to lower the victim to the ground (this requires 3 lifeguards). Approach the victim from the front and stabilize their head by placing both hands on either side of their head. Place the backboard against the victim's back and secure the straps (chest, hips thighs) and then secure the head immobilizer. Once the victim is secure and the straps checked for tightness, carefully lower the victim down to the ground and place a towel over the victim.

REPEAT AS MANY TIMES AS POSSIBLE WITHIN THE TIME AVAILABLE, OR 5 TIMES MAXIMUM.

Key Points:

- Make certain you promptly activate the EAP. This step is critical so that EMS are promptly notified and can respond as soon as possible.
- When making contact with a victim while out of the water, gloves should always be worn.
- Make sure you are communicated with the victim the entire backboarding process.

Module 11: Zone Designation

Objective: 1. Determine where one zone ends and the other zone begins and 2. Determine where lifeguard(s) should be stationed when in a surveillance mode

1. **Execution:** Drop BOB in every corner of the zone, in the middle on each side of the pool, at each entry point to the zone (steps, ladders) and any area where it looks like there may be glare on the surface.
2. On the drawing:
 1. Mark with an "O" the lifeguard station from which BOB is being observed.
 2. Mark an "X" each location in the pool where BOB was placed
 3. Write "Yes" next to the X if BOB was visible, and write "No" next to the X if BOB is not visible. Note that the surface must be constantly disturbed during this process.
 - If BOB is visible at a location in the pool, then that location can be in the zone designated for that lifeguard station.
 - If BOB is not visible at a location in the pool, then that location in the pool cannot be in the zone designated for that lifeguard station, and another lifeguard station must be identified from which BOB is visible at that same location in the pool.

Lifeguard will complete the diagram below:

In-Service Log for _____ (pool name)

Document all In-Service Training here and turn into the office at the end of the month.

Lifeguard 4	Lifeguard Name	Date of In-Service	In-Service Module	Minutes Spent on this In-Service	Total Min. to Date	
Lifeguard 5	Lifeguard Name	Date of In-Service	In-Service Module	Minutes Spent on this In-Service	Total Min. to Date	
Lifeguard 6	Lifeguard Name	Date of In-Service	In-Service Module	Minutes Spent on this In-Service	Total Min. to Date	

In-Service Log for _____ (pool name)

Document all In-Service Training here and turn into the office at the end of the month.

Lifeguard 7	Lifeguard Name	Date of In-Service	In-Service Module	Minutes Spent on this In-Service	Total Min. to Date	
Lifeguard 8	Lifeguard Name	Date of In-Service	In-Service Module	Minutes Spent on this In-Service	Total Min. to Date	
Lifeguard 9	Lifeguard Name	Date of In-Service	In-Service Module	Minutes Spent on this In-Service	Total Min. to Date	

In-Service Log for _____ (pool name)

Document all In-Service Training here and turn into the office at the end of the month.

Lifeguard 10	Lifeguard Name	Date of In-Service	In-Service Module	Minutes Spent on this In-Service	Total Min. to Date	
Lifeguard 11	Lifeguard Name	Date of In-Service	In-Service Module	Minutes Spent on this In-Service	Total Min. to Date	
Lifeguard 12	Lifeguard Name	Date of In-Service	In-Service Module	Minutes Spent on this In-Service	Total Min. to Date	



Swimming Pool Management Proposal For the City of Seabrook

**Sealed Bid Project #2013-05
Pool Management Services**

ORIGINAL





**City of Seabrook
Notice to Bidders
Sealed Bid Project #2013-05
Pool Management Services**

Sealed Request for Proposals for Pool Management Services, Seabrook Project No. 2013-05 , will be received until 2:00 p.m. on February 5, 2013, in the office of the City Secretary, 1700 First Street, Suite 206, Seabrook, Texas 77586. Sealed bids shall be submitted including one (1) marked original and (1) duplicate on the original forms and clearly marked with bid number and description. Bids must be received and time stamped by the City Secretary prior to the aforementioned time, when they will be publicly opened and read aloud in Suite 204. No late bids will be accepted. Bidding may be obtained at Seabrook City Hall or by contacting Mike Gibbs at (281) 291-5732 or email mgibbs@seabrooktx.gov.

Sealed bids will be opened and publicly read in the Conference Room upstairs immediately after the closing hour for the bids on said date. A Pre-bid Conference/Facility Tour is scheduled on January 30, 2013, at 3:00 PM to discuss the City's requirements under this RFP. While attendance is at the discretion of the BIDDER, BIDDERS who do not attend will be deemed to have attended and to have received the information provided at that time.

The City of Seabrook hereby notifies all BIDDERS that in regard to any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, religion or national origin in consideration for an award.

Until final award of the Contract, the CITY reserves the right to reject any or all Bids, to waive irregularities or technicalities, to re-advertise, or proceed to do the Work otherwise when in the best interests of the CITY.

**PUBLISHED: Thursday, January 17, 2013
Thursday, January 24, 2013**



**Request for Proposal (RFP)
City Pool Management Services
Project 2013 - 05**

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**Request for Proposal (RFP)
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Request for Proposal (RFP)
City Pool Management Services
Project 2013 - 05

City of Seabrook RFP Timeline

EVENT	DATE
Issuance of RFP	01/14/2013
Deadline to Paper	01/14/2013
Published	01/17/2013 01/24/2013
Pre-Bid Conference/Facility Tour* 3PM	01/30/2013
Proposal Due Date	02/5/2013
Agenda Deadline	02/12/2013
Council Award	02/19/2013
Award Notification	02/20/2013

*A Pre-bid Conference/Facility Tour is scheduled to discuss the City's requirements under this RFP. While attendance is at the discretion of the BIDDER, BIDDERS who do not attend will be deemed to have attended and to have received the information provided at that time.

Checklist of Documents to Return in Sealed Bid

- Cost Summary Bid Form (signed and dated)
- \$1,000 Surety Bond
- Certificate of Insurance
- Bidder Questionnaire

**Request for Proposal (RFP)
City Pool Management Services
Project 2013 - 05**

I. General Terms and Conditions

A. INTENT

The intent of this Sealed Bid is to secure a base bid agreement for Pool Management services at the municipal pool for the City of Seabrook for the 2013 swim season.

All bids must be on the form contained herein, signed in the space provided and accompanied by a surety bond, certified or cashier's check in the amount of \$1,000 and made payable to the City of Seabrook and included in a sealed envelope.

B. RECEIPT AND OPENING OF BIDS

The City of Seabrook, (hereinafter called the "CITY"), invites bids on the form attached hereto. Sealed bids shall be submitted, **including one (1) marked original and one (1) duplicate** on the original forms and clearly marked with bid number and description. This form must be fully completed and signed by an authorized agent when submitted. The name and address of bidder shall be marked on the outside of submitted bid packet.

Any bid received after the time and date specified shall not be considered.

C. BID MODIFICATIONS

Any BIDDER may modify their bid by written communication at any time prior to the scheduled receipt of bids, provided such communication is received by the CITY prior to closing time/proposal due date. The communication should not reveal the bid price, but should provide the addition or subtraction or other modification so that the CITY will not know the final prices or terms until the sealed bid is opened.

CITY shall not provide interpretation of the meaning of the plans, specifications or other pre-bid documents to any bidder orally. Such communication must be in writing.

Every request for such interpretation should be in writing addressed to the Purchasing Agent, 1700 First Street, Seabrook, TX 77571 or e-mailed to mgibbs@seabrooktx.gov. All requests shall be received at least three (3) days prior to the scheduled time for receipt of bids. Any and all such interpretations and any supplemental instructions, will be in the form of written addenda to the specifications which, if issued, will be submitted to all prospective bidders not later than three (3) working days prior to the scheduled time for receipt of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve bidder from any obligation of submitted bid. All addenda issued shall become part

**Request for Proposal (RFP)
City Pool Management Services
Project 2013 - 05**

of the contract documents and must be acknowledged as received on submitted document.

D. METHOD OF AWARD

Contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods specified herein at the best value for the City of Seabrook, in compliance with Texas Local Government Code, Chapter 252.043. The City of Seabrook reserves the right to select the method in the best interest of the City, as determined by the Purchasing Agent, Director Public Works and/or Assistant Director of Public Works.

Best value criteria includes, but is not limited to:

- Experience, Reputation and Resources
- Financial
- Supplemental Question Responses
- Extent to which services meet the City's needs

The City of Seabrook Council reserves the right waive any informalities or technical errors, consider alternate bids and award as lump sum, individual basis, or any combination, that in its judgment, will best serve the interests of the City.

E. QUALIFICATIONS OF BIDDER

At the time of the opening of bids, each bidder will be presumed to be thoroughly familiar with the specifications and contract documents (including, if any, all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect of their bid.

The CITY may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the CITY all such information and data for this purpose as the CITY may request. The CITY reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the CITY that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

F. CONDITIONS OF WORK

Each bidder must inform himself fully of the conditions relating to the services of the contract and the employment of labor thereon. Failure to do so will not relieve

**Request for Proposal (RFP)
City Pool Management Services
Project 2013 - 05**

a successful bidder of his obligation to furnish all services and labor necessary to carry out the provisions of contract.

G. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable state laws, federal laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction such services shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

The CONTRACTOR shall be responsible for receipt and payment of any local, state, or federal permits required for bid, if applicable.

H. SUBCONTRACTS

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the CITY. The Municipal Pool Operation Agreement made the basis of this Notice specifically provides that it is not assignable.

I. SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this contract, the CONTRACTOR shall:

- Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General CONTRACTORS of America, and the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596).
- Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

J. CONFLICT ON INTEREST

Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter into a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government officer or a family member of the officer, as described by Texas Local Government Code Section 176.006,

**Request for Proposal (RFP)
City Pool Management Services
Project 2013 - 05**

shall file a completed conflict of interest questionnaire with the City Secretary within seven (7) business days after the latter of: 1) the date the person begins discussions or negotiations to enter into a contract, including submission of a bid or proposal, or 2) the date the person becomes aware of facts that require the statement to be filed. The Conflict of Interest Questionnaire (Form CIQ) is available from the City of Seabrook Purchasing Department by emailing mgibbs@seabrooktx.gov. Completed conflict of interest forms may be mailed or delivered to the office of City Secretary, 1700 First Street, Seabrook, TX 77586. Please consult your own legal advisor if you have questions regarding the statute of this form.

Request for Proposal (RFP)
City Pool Management Services
Project 2013 - 05

II. Scope of Work

A. INTENT

The intent of this Agreement is to provide for the operation and maintenance of the City Pool located at 1100 Hammer, Seabrook, Texas, 77586. Including but not limited to: All staffing, insurance, specified operational materials and supplies, general "day to day" maintenance and programming, training, licensing and permits and other items necessary to provide aquatic services to the public and operate the facility as outlined herein. The services are to be performed in a substantial, complete and professional manner in accordance with industry standards, all as requested by and in strict conformity with current health, safety and welfare regulations.

B. POOL SCHEDULE

Pool Opens Friday, June 6, 2013

Hours

Sunday	Closed
Monday	Closed
Tuesday, Wednesday, Thursday	10am – 6pm
Friday and Saturday	10am - 8pm

Holidays

Fourth of July	10am – 6pm
----------------	------------

Pool Closes Saturday, August 24, 2013

C. BASIC SERVICES

The successful CONTRACTOR agrees to perform the following services and to accept the following obligation during the term of the Contract for the City Pool. The pool includes the outdoor swimming pool, pool deck/pavilion areas, grass area, volleyball area, lifeguard room/game room building, pool office, and restrooms

1. Staff

Lifeguards

Furnish lifeguards during the hours of operation as stated. Lifeguards shall be at least sixteen (16) years of age. The Head Guard/Supervisor shall have at least two (2) years experience as a lifeguard, supervisor, or other applicable position,

Request for Proposal (RFP)
City Pool Management Services
Project 2013 - 05

and shall be on duty during all hours that the pool is in operation. The Head Guard/Supervisor for each shift will be designated by the CONTRACTOR. Guards shall hold current certifications in Lifeguarding, CPR and First Aid from:

- Ellis & Associates
- YMCA
- National Aquatic Safety Company (NASCO)
- American Red Cross

If the CONTRACTOR is proposing certification other than those listed, he/she must provide documentation of said certification's qualifications and training so that the City of Seabrook can compare to existing certifications. Training and certification process shall be completed by the CONTRACTOR, at no cost to the City.

Cashiers

The CONTRACTOR shall provide at least one (1) Cashier level employee per shift to be responsible for greeting patrons, collecting fees, and checking for season passes. This level employee is required to be certified in CPR and First Aid.

Additional Cashier level staff may be requested on days when special events and/or party rentals have been scheduled.

***Special Note:** All personnel must be uniformly identified at all times. All personnel employed by the CONTRACTOR in the performance of fulfilling the contract for the operation of the pool shall be considered employees of the CONTRACTOR. *The CITY shall have the right to request replacement of any of the CONTRACTOR'S employees who's conduct, character or performance is detrimental to the best interest of the city , and the CONTRACTOR agrees to make such replacement within 2 days of notification and sooner if infraction deems necessary.

2. Background Checks of Staff

CONTRACTOR shall require, prior to work commencing, all personnel employed undergo and pass a thorough and complete background check in accordance with applicable law or as set by the CITY, in the City's sole discretion, whichever is more stringent. All costs related to the background checks are the responsibility of the CONTRACTOR. ***Proof of screening for each employee must be submitted to the City at least seven (7) days prior to the start of services and the City shall be immediately notified thereafter of any change in circumstances for each such employee.**

3. Daily Opening Operations

- a. Complete a daily documented (written) safety check of entire complex, including water slide, grass areas, restrooms and game room/event building
- b. Unlock facilities

**Request for Proposal (RFP)
City Pool Management Services
Project 2013 - 05**

- c. Check water level in main pool
- d. Check water level in water storage tank for water park area
- e. Empty all skimmer baskets
- f. Vacuum the whole pool
- g. Bring out all lifeguard equipment
- h. Bring out information signage
- i. Check and record all chemicals in both pools
- j. Report to stations just prior to opening

4. Daily Closing Operations

- a. Check pool area for people and equipment
- b. Bring in all rescue equipment
- c. **ALL CLOSING POOL STAFF will perform the following clean-up duties each night:**
 - Wash off decks
 - Pick up trash within pool area, walkways, steps, all restrooms, and grass areas
 - Take trash to designated areas
 - Disinfect both indoor restrooms including toilets, floors, showers, stalls, etc. with proper cleaning supplies
 - Stock all restrooms with paper products
 - Clean pool with net to remove trash from water
- d. Lock up facility and make sure no one is left inside bathrooms
- e. Everyone leaves together

5. Pool and Grounds Maintenance

The CITY will maintain the quality of the pools water and equipment in proper operating condition; staff provided by the CONTRACTOR will contact the CITY to resolve any water quality or equipment problems as they arise. The CITY will provide the necessary pool chemicals, equipment and materials to operate the pools. The CITY will maintain all surrounding grounds areas with general lawn duties including mowing and edging.

6. Rental of Facilities within Pool Area

Game Room/ Party Room

The CITY will manage the schedule of parties and events to be held within the in the game room/party room. The CONTRACTOR will be given a schedule of events and will schedule one Cashier level employee to assist and monitor the event.

**Request for Proposal (RFP)
City Pool Management Services
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Small Outside Cabana

The CITY will manage the schedule of renting the small cabanas and will provide a schedule to the Head Guard/Supervisor. A cashier level employee is not needed to assist in this rental.

After-Hour Events

The CONTRACTOR shall furnish lifeguards and cashier(s) at the pool for rentals offered after the public hours of operation, whether organized by CITY or CONTRACTOR. Rental schedules will be in advance with the CITY with notification to the CONTRACTOR. CONTRACTOR cannot schedule rentals at the city pool.

7. Daycares

The CITY will be responsible for obtaining an application from daycare groups who request to bring large groups into the facility. The application will be reviewed and approved/denied by the CITY. A schedule of reservations will be given to the Head Guard/Supervisor.

8. Learn to Swim Program

The CONTRACTOR shall organize and operate swimming lessons. Schedule and Fee Schedule must be agreed upon and approved by the CITY.

Lessons shall be conducted by the CONTRACTOR's swimming instructors, and instructions shall be part of the CONTRACTOR's progressive swimming program. CONTRACTOR shall provide sufficient staffing-to-student ratio, to accommodate the number of participants enrolled, based on a specific "learn to swim program", selected by the CONTRACTOR and approved by the CITY.

Lessons shall be scheduled during the hours that the Pool is closed for public swimming. Revenues generated by the swimming lessons shall be retained by the CITY. The CITY along with the CONTRACTOR shall organize, categorize, and distribute literature regarding various levels of lessons to be offered, and collect revenues on site at the Pools and City Hall.

Citizens of the City of Seabrook shall have priority in enrolling aquatic lessons, and there shall be a reduced fee schedule for "Residents within Seabrook City Limits".

**Request for Proposal (RFP)
City Pool Management Services
Project 2013 - 05**

D. EQUIPMENT

The CITY will provide an operational telephone (for business use only) at the pool for the term of the agreement. The CITY agrees to provide the following safety equipment at the pool during pool hours for the term of the agreement:

- One (1) Shepherd's Crook with separate pole
- One (1) ring buoy with throw rope
- One (1) backboard with 4 straps and head immobilizer
- Rescue tubes
- Safety goggles
- Disposable gloves
- One (1) stocked first-aid kit
- One (1) Material Safety Data Book
- One (1) approved fire extinguisher

The CONTRACTOR shall furnish equipment for lifeguards as it deems necessary; which shall include but not be limited to: whistles, lanyards, uniforms, hat or visor, sunscreen, or other items which may be required for lifeguard's protection or use.

E. JANITORIAL SUPPLIES

The CITY will provide the necessary janitorial supplies for the sanitary operation of the restrooms and other materials and supplies as may be necessary for operation of the facility, except those materials and supplies directly related to the lifeguard operations.

F. POOL RULES

The CONTRACTOR and the CITY representative shall work in conjunction and be responsible for the enforcement of the City Pool rules. A copy of the rules to be enforced is attached as **Attachment "A"**.

G. EQUIPMENT MAINTENANCE

The CONTRACTOR shall be responsible for maintaining the premises and equipment assigned, in good repair and the replacement of any equipment damaged or missing through the CONTRACTOR's operation and shall timely report to the City any replacement, damage or missing City equipment/supplies. At the termination of the contract, the CONTRACTOR may remove his own equipment, but shall be responsible for leaving the premises in their original state of repair, less normal wear and tear, or replace or reimburse the City for any damaged or missing equipment assigned to him. This will be done to the satisfaction of the City, prior to releasing the CONTRACTOR of his sureties from obligation.

**Request for Proposal (RFP)
City Pool Management Services
Project 2013 - 05**

H. RISK MANAGEMENT PLAN

The CONTRACTOR must provide their procedures and action plans identifying emergency and evacuation procedure in a document titled "Risk Management Plan" along with Bid Documents.

The procedures must at a minimum address procedures for the following scenarios.

- a. Smoke or Fire Alarms
- b. Power Failure
- c. Lightning
- d. Toxic Chemical Leaks
- e. Death or Injury
- f. Lost Person
- g. Weapons or dangerous individuals
- h. Other situations where the public or staff's health is at risk

I. NON-TRANSFERABLE AGREEMENT

The CONTRACTOR shall not assign, transfer, convey, sublet or otherwise dispose of the contract, or any part thereof, to any person, partnership, company or corporation without prior written consent of the City of Seabrook.

J. PAYMENT AND PERFORMANCE BOND

The CONTRACTOR shall provide a Payment and Performance Bond covering every and all requirements of the contract concurrent with the execution of the contract. In lieu of a bond, a negotiable Certificate of Deposit from a bank in Harris County, Texas, or a Letter of Credit from a bank in Harris County, Texas may be furnished in the amount of the contract.

K. INDEMNIFICATION

The CONTRACTOR, for its employees and agents, assigns and agrees as its sole liability to indemnify, defend, protect, and hold harmless the City of Seabrook, its officers, employees, agents, and/or assigns from liability, responsibility, or losses arising out of any negligent act or omission or any willful wrongdoing on the part of the CONTRACTOR, its officers, employees, agents, and/or assigns. The conduct of swim lessons shall be a part of this indemnification.

The CONTRACTOR specifically agrees to assume sole and total liability to indemnify, defend, protect and hold harmless the City of Seabrook from liability, responsibility or losses arising from any and all incidents, accidents, or claims that may result from

Request for Proposal (RFP)
City Pool Management Services
Project 2013 - 05

CONTRACTOR conducted, sponsored or operated events to include but not be limited to; swim lessons, parties, and other events conducted at the Pools.

[slw1]

L. INSURANCE, TERM, RENEWAL AND TERMINATION

The CONTRACTOR shall keep and maintain during the term of this contract, a comprehensive general liability policy, with the City named as Additional Named Insured, with limits of:

1. Workers' Compensation and employer's liability in amounts required by law;
2. Commercial General Liability of not less than \$1,000,000.00 (combined single limit bodily injury and property damage per occurrence).
3. Automobile Liability

A copy of ANY current Certificates of Insurance should be included with your bid.

Thirty (30) days prior notice of policy cancellation shall be provided to the CITY. The CONTRACTOR shall furnish the CITY with a Certificate of Insurance evidencing such coverage. Such insurance shall include contractual liability insuring the indemnity agreements contained in this AGREEMENT.

This instrument contains the entire AGREEMENT between the parties relating to the rights granted in the AGREEMENT and the obligations assumed as a part of the AGREEMENT. Any representations or modifications concerning this contract shall have no force or effect unless modified in writing, and signed by each party to the AGREEMENT.

The AGREEMENT will not automatically renew. The CONTRACTOR shall perform in accordance with the terms and conditions of the AGREEMENT. Charges of poor performance shall be documented by the CITY and submitted to the CONTRACTOR for corrective action. If continued poor performance is communicated, this will be deemed as a breach of these specifications and shall be the cause for immediate termination of the AGREEMENT.

If any section, sentence, phrase, clause, or any part of any section, sentence, phrase, or clause, of this contract shall, for any reason, not be legally or factually valid, such invalidity shall not affect the remaining portions of this AGREEMENT.

The AGREEMENT shall be in force from date of execution until August 24, 2013, unless extended in writing pursuant to term of AGREEMENT.

M. RATE OF PAY

All salaries to be paid as a result of this contract shall be in compliance with all existing and future National, State and Local laws, ordinances and regulations, which in any



**Request for Proposal (RFP)
City Pool Management Services
Project 2013 - 05**

manner affect the fulfillment of the contract and comply with same. The actual salaries shall be paid at the discretion of the CONTRACTOR. CONTRACTOR shall furnish to the City a certificate of insurance or other evidence showing proper liability insurance coverage and worker's compensation insurance coverage for its staff for the duration of the contract.



Request for Proposal (RFP)
City Pool Management Services
Project 2013 - 05

COST SUMMARY AND SUBMISSION FORM

The City of Seabrook will pay to the Contractor all costs associated with the staffing of the city swimming pool. The Contractor may invoice the City on the 1st of each month for the previous month's services and payment for such invoice is due on the last day of each month in relation to the term of the Agreement. However, the City will not issue any payments without first receiving the daily maintenance logs, the daily attendance records and the daily balance sheets for the billed period.

May - June	Preparation and Orientation		
	2 Days X 3.5 Hours X 14 (# of Lifeguards) X \$ 8.67		\$ 849.66
	2 Days X 1.5 Hours X 3 (# of Cashiers) X \$ 8.67		\$ 78.03
June	18 Days X 9.4 Hours X 7 (# of Lifeguards) X \$ 8.67		\$ 10,268.75
	18 Days X 9.4 Hours X 1 (# of Cashiers) X \$ 8.67		\$ 1,466.96
July	21 Days X 9.25 Hours X 7 (# of Lifeguards) X \$ 8.67		\$ 11,789.03
	21 Days X 9.25 Hours X 1 (# of Cashiers) X \$ 8.67		\$ 1,684.15
(Closed July 4th)			
August	18 Days X 9.4 Hours X 7 (# of Lifeguards) X \$ 8.67		\$ 10,268.75
	18 Days X 9.4 Hours X 1 (# of Cashiers) X \$ 8.67		\$ 1,466.96
Administrative Costs			\$ 16,812.71
TOTAL CONTRACT COST.....			\$ 54,685.00

OPTIONAL:	
July 4 th 2013 Holiday Open 10am ~ 6pm (Include Cost for All Staff)	\$ 750.00
After Hours Special Event Cost:	
Lifeguard Hourly Cost (Including Administrative)	\$ 20/guard/hour
Cashier Hourly Cost (Including Administrative)	\$ 15/cashier/hour



**Request for Proposal (RFP)
City Pool Management Services
Project 2013 - 05**

NOTE:

All income from proceeds associated with admissions, lessons, and rentals of the city of Seabrook Municipal Pool will be the property of the City. The Contractor will not receive any income other than the price quoted for maintenance and staffing of entire agreement period.

Aquatic Management of Houston, Inc.

Company Name

10043 Inverloch Way, Humble, TX 77339

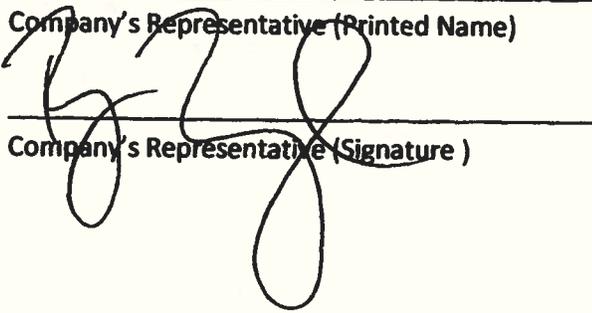
Company Address

281-446-5003

Company Phone Number

Brian Zielinski

Company's Representative (Printed Name)


Company's Representative (Signature)

2/4/2013

Date

Request for Proposal (RFP)
City Pool Management Services
Project 2013 - 05

Bidder Questionnaire

Questionnaire must be completed by ALL BIDDERS and returned with bid response. Any additional pages provided should be clearly labeled.

1. Provide 3 references for which you have performed similar services for an aquatic facility of comparable or greater size along with years/months of service for each reference.

Company Name: Black Horse Ranch

Address: Cypress, TX

Contact Name: Heather Monteverde

Telephone: 281-579-0761

Years: 5 Months: 2

Company Name: Village of Pheasant Run

Address: Houston, TX

Contact Name: Besie Lizardi

Telephone: 281-343-9178

Years: 2 Months: _____

Company Name: City of Tipp City

Address: 260 South Garber, Tipp City, Ohio

Contact Name: Scott Vagedass

Telephone: 937-667-8425

Years: 8 Months: 1

2. How many years have you been in business? 8
3. How many employees are available to service the City of Seabrook? 25

Request for Proposal (RFP)
City Pool Management Services
Project 2013 - 05

4. Are instructors providing lessons required to have Lifeguard and Water Safety Instructors certification? Yes No

5. Describe how you will work with the City's Representative to ensure amicable and informative communication on a regular basis:

TWICE WEEKLY INSPECTION FORMS WILL BE DELIVERED TO THE CITY'S REPRESENTATIVE BY THE SUPERVISOR. THE COMPANY GM WILL COMMUNICATE WEEKLY WITH THE CITY REPRESENTATIVE.

6. Description of service training that is provided to lifeguards during the season.

See attached example of In-Service Module Training

7. Provide any other information about your business that would further demonstrate proficiency or excellence.

AQUATIC MANAGEMENT OF HOUSTON IS A LOCAL PARTNER COMPANY OF THE POOL MANAGEMENT GROUP WHICH OPERATES MORE THAN 600 FACILITIES IN 16 CITIES.

**Request for Proposal (RFP)
City Pool Management Services
Project 2013 - 05**

**Attachment "A"
POOL RULES AND ENFORCEMENT**

The following is intended to provide you with a better understanding of the rules so you may better interpret and understand them:

1. **No running or rough- housing allowed**
2. **No glass containers or alcoholic beverages**
3. **No one will be admitted without checking I.D: All entrance must show proof of residence for resident fee.**
4. **No loud music in the pool area**
5. **Floatation devices for swimming pool are allowed, restricted**
6. **No balls, Frisbees, or similar type of toys allowed**
7. **No diving in shallow end**
8. **No goggles or swim mask in deep end**
9. **No swimming under slide area**
10. **No child can dive or be in deep end unless he/she can swim across**
11. **Any children 10 years or under must be accompanied by parent or adult over 18 years**
12. **Lifeguards are responsible for Water Park area.**
13. **No cut-offs are allowed in the pool**
14. **No loud, abusive or foul language will be tolerated**
15. **No hanging on lane ropes**
16. **No swimming under lane ropes**
17. **Anyone caught swimming after hours will be suspended for the season**
18. **Parents are responsible for their children and guest in the pool**
19. **During the 10 minute rest period all children must be out of the pool**
20. **No water guns allowed in or around pool area**



**Request for Proposal (RFP)
City Pool Management Services
Project 2013 - 05**

**Attachment "B"
Swimming Instruction Fees**

The City of Seabrook will be providing two sessions of swim lessons this summer at the city pool located at 1100 Hammer Street. Each session includes six (6) 40-minutes of swim instruction. The City offers the lessons at the beginner level (ages 4 to 7) and intermediate level (age 8 to 11). Each class will accommodate up to 5 students.

Each session is \$40 for Seabrook Residents and \$60 for Non-Residents (based on address not postal code).

Request for Proposal (RFP)
City Pool Management Services
Project 2013 - 05

Attachment "C"
Admission Fees and Pool Hours

Resident Daily Pool Pass

Under 18 yrs old	\$2.00
18 yrs – 64 yrs old	\$4.00
65 yrs old +	No Fee

Residents must show proof of residency

Non-Resident Daily Pool Pass

Under 18 yrs old	\$6.00
18 yrs old +	\$8.00

Seasonal Pool Passes are available at City Hall

Residents Seasonal Pool Pass	\$25.00 per person
Residents 65 yrs +	No Fee
Non-Residents	\$150.00 per person

Hours of Operation:

Pool Opens:	June 6, 2013
Hours:	
Sunday	Closed
Monday	Closed
Tuesday, Wednesday, Thursday	10am – 6pm
Friday and Saturday	10am – 8pm
Fourth of July	Closed
Pool Closes:	August 24, 2013



Request for Proposal (RFP)
City Pool Management Services
Project 2013 - 05

4. Are instructors providing lessons required to have Lifeguard and Water Safety Instructors certification? Yes No

5. Describe how you will work with the City's Representative to ensure amicable and informative communication on a regular basis:

TWICE WEEKLY FORMAL VISIT FORMS WILL BE HAND DELIVERED TO CITY'S APPOINTED REPRESENTATIVE BY AREA SUPERVISOR. CITY REPRESENTATIVE WILL ALSO HAVE REGULAR CONTACT WITH GENERAL MANAGER.

6. Description of service training that is provided to lifeguards during the season.

SEE ATTACHED COPIES OF IN-SERVICE MODULES AND BODY ON THE BOTTOM TRAINING.

7. Provide any other information about your business that would further demonstrate proficiency or excellence.

AQUATIC MANAGEMENT OF HOUSTON IS A LOCAL PARTNER COMPANY OF THE POOL MANAGEMENT GROUP WHICH MANAGES OVER 600 FACILITIES IN 16 DIFFERENT CITIES.



**Request for Proposal (RFP)
City Pool Management Services
Project 2013 - 05**

**Attachment "C"
Admission Fees and Pool Hours**

Resident Daily Pool Pass

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65 yrs old +	No Fee

Residents must show proof of residency

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Under 18 yrs old	\$6.00
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Seasonal Pool Passes are available at City Hall

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Friday and Saturday	10am – 8pm
Fourth of July	Closed
Pool Closes:	August 24, 2013

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond No. TBD

KNOW ALL MEN BY THESE PRESENTS, that we **Aquatic Management of Houston**
1210 Warsaw, Suite 900
Roswell, GA

as Principal, hereinafter called the Principal, and **Travelers Casualty and Surety Company of America**
a corporation duly organized under the laws of the State of Wisconsin as Surety, hereinafter called the
Surety, are held and firmly bound unto

The City of Seabrook
1700 First Street, Suite 206
Seabrook, TX 77586

as Obligee, hereinafter called Obligee, in the sum of **One Thousand Dollars (\$1,000)**

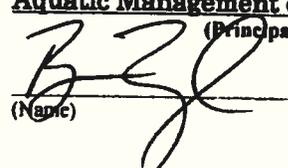
For the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

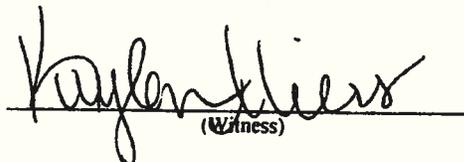
WHEREAS, the Principal has submitted a bid for Project No.:
Seabrook Project No. 2013-05
Pool Management Services

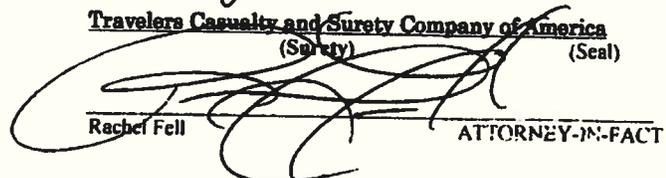
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a
Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be
specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance
of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or
in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the
Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount
specified in said bid and such larger amount for which the Obligee may in good faith contract with another
party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to
remain in full force and effect.

Signed and sealed this **5th** day of **February**, **2013**.


(Witness)

Aquatic Management of Houston
(Principal) (Seal)

(Name) **CM.**
(Title)


(Witness)

Travelers Casualty and Surety Company of America
(Surety) (Seal)

Rachel Fell ATTORNEY-IN-FACT



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 218795

Certificate No. 004746007

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Chancey Shepherd, Kaylan Miers, Larry Dyc, and Rachel Fell

of the City of Alpharetta, State of Georgia, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 28th day of February, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson
George W. Thompson, Senior Vice President

On this the 28th day of February, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

EMERGENCY POLICY AND PROCEDURES

Risk Management Plan



Medical Emergencies

Immediately call 911. Remember, it is important to stay on the line until the dispatcher interviews the caller in a systematic way regarding the victim's location, consciousness, breathing, and chief complaint to determine appropriate response.

When reporting the medical emergency, provide the following information:

Address of facility

Type of emergency

Location of the victim

Condition of the victim

Any dangerous conditions

Those trained to perform CPR and first aid can act within their expertise while those who are not trained should remain calm and stay with the person. Crowding is generally not helpful unless the presence of others is required. Have someone stand outside the building to flag down police and EMS when they reach the vicinity of the building. Once the victim has been cared for and is transported, normal worker injury procedures should be followed, if applicable.

Note: These emergency procedures have been formulated for the Managers of individual facilities in the event of a death or serious injury to a pool member, your staff or any other emergency situation.

1. Be certain that every member and guest in your facility knows that you, as Pool Manager, are in charge in any emergency situation involving serious injury or death. In your absence, establish a ranking order of staff and be sure those staff members know where to find your copy of these procedures. You should already have arranged with your General Manager how they are to be notified.
2. If a tragedy has occurred within your facility, close the facility at once. You cannot give instructions if your members are leaving and strangers are entering. Permit only your members and Emergency Management personnel, including the police, to enter.
 - Your first call is to the emergency number 911 for an ambulance or the local police.
3. Your second telephone call should be to your General Manager or supervisor.
4. Assemble your facility patrons in a group. Explain to them that there is an emergency situation and the facility is temporarily closed. Ask them to cooperate in halting outgoing telephone calls until the situation is under control.
5. Assemble any other staff members you have on site and have them assist in managing the situation. Assign them duties such as taking witness statements or crowd control.
6. Make sure that you and your staff do not discuss the situation with anyone (including yourselves) until the General Manager (or other company staff member) arrives. Instruct your staff members to make NO STATEMENTS to anyone other than police officials. You, as the Manager, shall NOT make any statements to the media. This will be handled by the General Manager or appropriate office personnel.

7. In the event of death, serious accident or illness, the General Manager or another company staff member, police officer, or doctor will notify the family and advise them of the situation. **YOU ARE NOT TO CONTACT THE FAMILY UNTIL THE GENERAL MANAGER ADVISES YOU THAT THE FAMILY HAS BEEN CONTACTED BY THE COMPANY.**
8. While your staff members are gathered, there are several things to be done. It is important that they remain calm. When the situation warrants, off duty staff members may need to be called. Work with the on-site coordinator to determine how to make those calls and contacts and to formulate statements to keep everyone informed. Your General Manager or Supervisor should be kept informed of all of the steps you are taking.

In any emergency situation, it is very important that you first follow your established Emergency Action Plan. Should the incident be an Emergency Situation, then immediately implement this process. If you ever have any questions, concerns or suggestions for these procedures, never hesitate to contact your supervisor or company office.

Emergency Management Guidelines for a Missing Child

Note: These emergency procedures have been formulated for the response to a missing child as outlined by the Code ADAM Alert procedure and modified for the swimming pool environment.

Steps when someone reports that a child is missing:

1. Clear the pool of all pool patrons.
2. Immediately search the bottom of any pool for any objects. Immediately go in the water and get anything and everything out of the pool.
3. Obtain a detailed description of the child.

Name, age, gender, race, weight, height, hair and eye color.

Description of what the child is wearing, specifically the color and type of clothing including shoe color and style.

4. **Lock and monitor access to the facility; anyone approaching a door or gate is turned away.**
 5. Immediately check the bathrooms and any other room of the facility. Ask patrons to help if necessary to expedite this search.
 6. If child is not located within 10 minutes, call 911.
- **If the child is found and appears to have been lost and unharmed, the child is reunited with the searching family member.**

- If the child is found accompanied by someone other than a parent or legal guardian, reasonable efforts to delay their departure will be used without putting the child, staff, or visitors at risk. Law enforcement will be notified and given details about the person accompanying the child.
- Call Aquatic Management of Houston and report the situation.

Hazardous Chemical Emergencies

ONLY trained and authorized personnel are permitted to respond to hazardous material incidents!

For a Major Hazardous Spill or Leak, such as manufacturing plant accident in the area, dangerous chemical release into the air:

- Seek indoor shelter
- Turn off the circulation system in the building.
- Call 911

For a Minor Hazardous Spill or Leak, such as bleach or acid spilled in the pump room:

- Call the Aquatic Management of Houston office at 281-446-5003 or your supervisor.
- Do not attempt to clean up the spill yourself.
- Provide information regarding any spills including: injuries, type of chemicals, hazards of substance,

Fire Emergencies

If You Discover Fire:

1. Manually activate the fire alarm system.
2. If safe to do so, immediately exit the building, closing the doors behind you.
3. Call 911

Once Fire Alarm Is Activated:

1. Check the door for heat to ensure it is safe to exit the room you are in.
2. Walk to nearest exit.
3. Those that are unable to rapidly evacuate the building should move to a stairwell landing and wait for assistance from trained first responders. Elevators should not be used in the case of fire. Inform first responders and the Police Department of persons who have not been evacuated.

4. Notify police or fire personnel if you know that someone is trapped.
5. Gather outside at a designated assembly area and do not attempt to re-enter the building until instructed to do so by the police/fire department.

Power Failure

1. Clear the swimming pools.
2. Call the power company at _____
3. Take steps to protect refrigerated food and medical supplies.
4. If the power remains out for more than 10 minutes, have patrons exit the pool area and keep the facility closed until the electricity is back on and all equipment is back up and running properly. Then, re-open the pool.

Shelter-in-Place

“Shelter-in-Place” is a directive to seek immediate shelter indoors following the announcement of an emergency condition. The act of sheltering in an area inside a building offers occupants an elevated level of protection. Sheltering can be related to a variety of situations: severe weather emergencies, hazardous condition, chemical release, or criminal activity.

In some instances it is safer to shelter in place than to evacuate a building, e.g., smoke or fire is immediately outside your room; live electrical wires bar access to the exit; individuals with mobility disabilities are on upper or lower floors.

- Call 911 and tell them your name, your location, that you are unable to evacuate and why you are unable to evacuate the building. Follow the directions of the operator.

Shelter-in-Place- Severe Weather

To shelter-in-place in the event of severe weather is the act of sheltering in an area inside a building that offers occupants an elevated level of protection during a tornado or other severe weather related emergency.

Shelter-in-Place - Chemical, Biological, or Radiological

A place of shelter is an area inside a building that offers occupants an elevated level of protection during an accident or intentional release of a chemical, biological, or radiological agent. [Note: Many toxic chemicals have a vapor density greater than that of air and will seek lowest ground. In the case of a

shelter-in-place due to a chemical spill, do NOT shelter below grade. Follow instructions provided by emergency personnel.

Lightning

- Clear the swimming pools.
- Keep people under shelter and away from the pool for 30 minutes after the last thunder or lightning.
- If you hear thunder, you are close enough to the thunderstorm to be struck by lightning. Go to safe shelter immediately.
- Go to a sturdy building or to an automobile. Do not take shelter in small sheds, under isolated trees, or in convertible automobiles. Stay out of boats and away from water.
- If shelter is not available, find a low spot away from trees, fences, and poles. In wooded areas, take shelter under shorter trees.
- Telephone lines and metal pipes can conduct electricity. Unplug appliances not necessary for obtaining weather information. Avoid using the telephone or any electrical appliances. Use the telephone ONLY in emergencies. Avoid bathing, showering or being in contact or close to plumbing fixtures.
- If you feel your skin begin to tingle or your hair starts to stand on end, squat low to the ground on the balls of your feet. Place your hands on your knees with your head between your knees and hands. Make yourself the smallest target possible; minimize your contact with the ground. It is easy to remain safe during lightning episodes when thunderstorms are overhead or in the vicinity of the pool by simply staying or remaining inside of buildings or in your vehicle.
- Remember that lightning can strike even from storms as far as 10 to 15 miles away.

Tornadoes

- When tornadoes threaten, you should leave portable structures for more substantial shelter.
- In substantial shelter, you should put as many walls between you and the tornado as you can. This means that interior bathrooms, hallways, and closets on the lowest floor are the best place to be. If it is available, move to a belowground shelter, such as a basement.
- Stay away from windows.
- Do not try to outrun a tornado in your automobile.
- Tornado safety is based upon avoiding windblown debris when tornadoes are near. The common thread in safety rules is putting as many walls as you can between you and the tornado and always on the lowest floor of the building as you can safely get to before the tornado strikes.

Personal Threat or Assault

Personal threat or assault includes threatening behaviors or statements that are deemed threatening or harmful by another individual.

Assault

1. Call 911 immediately.
2. If you witness an assault, remain calm and stay with the victim until emergency assistance arrives, provided it is safe to do so.

Civil Disturbance

Civil disturbance includes riots, demonstrations, threatening individuals, crimes in progress, or assemblies that have become significantly disruptive.

1. Notify the Police Department at 911.
2. Avoid disturbance
3. Avoid provoking or obstructing demonstrators.
4. Secure your area (lock doors, safes, files, vital records and expensive equipment).
5. Continue with normal routine as much as possible.
6. If the disturbance is outside, stay away from doors or windows.

Stay indoors!

7. Prepare for evacuation or relocation.

Armed Subjects Information

Get Out

Get out of the immediate area and to a place of safety. Put as much distance as you can between yourself and the armed subject.

Call Out

Once you are safe, call 911. Run, hide, barricade first, and then call 911. Be prepared to give the dispatcher as many details as you can.

Don't assume someone else has already called.

Keep Out

If you can't get out, if at all possible, lock and barricade the door keeping the armed subject out.

Hide Out

If you can't get out, crawl under a desk, duck into a closet, hide behind a door. If you are still hiding when the police arrive, identify yourself and follow the instructions given by police.

If you witness any armed individual on property at any time or if an individual is acting in a hostile or belligerent manner, immediately contact the Police Department at 911.

TEXPOOL REPORT

MONTH OF OCTOBER 2012
0.1657%

	BEGINNING BALANCE	TRANSFER IN/(OUT)	INT EARNED (Posted Oct)	ENDING BALANCE	PURPOSE OF FUND
GENERAL FUND - UNRESTRICTED	2,683,482.74	(295,267.31)	396.38	2,388,611.81	Working capital
ENTERPRISE FUND - UNRESTRICT	2,670,181.01	482,949.05	404.19	3,153,534.25	Working capital
ENTERPRISE FUND - RESTRICTED	300,000.00	0.00	incl in above	300,000.00	Customer liability
CAPITAL IMPACT FEES	2,308,845.53	0.00	324.88	2,309,170.41	Water & sewer lines extensions & expansions
PARK FEES	15,700.77	0.00	2.21	15,702.98	Reserved for acquisition & development of park land
CHILD SAFETY PROGRAMS	15,110.61	(5.34)	2.13	15,107.40	Reserved for Child Safety/School Zones
FEDERAL SEIZURE	109,798.84	0.00	15.45	109,814.29	Criminal Investigation - Federal Funds
HOTEL/MOTEL FUND	767,323.03	0.00	107.97	767,431.00	Restricted for promotion of tourism
DEBT SERVICE FUND	1,701,002.13	5,307.08	240.08	1,706,549.29	Restricted for General fund reserves & yearly debt service
WTR/SWR BONDS	381,628.57	0.00	53.70	381,682.27	Funds transferred from Bond Mkt Acct to allow liquidity
FIRE BONDS	695,757.60	0.00	97.90	695,855.50	Funds transferred from Bond Mkt Acct to allow liquidity
STREET BONDS	129,021.73	(120,000.00)	16.34	9,038.07	Funds transferred from Bond Mkt Acct to allow liquidity
LIBRARY BONDS	17,901.69	(10,000.00)	2.37	7,904.06	Funds transferred from Bond Mkt Acct to allow liquidity
LAKESIDE DRIVE CERT DEP	232,362.24	0.00	32.70	232,394.94	
CRIME DISTRICT	124,568.71	(3,977.18)	17.15	120,608.68	Funds transferred from Bond Mkt Acct to allow liquidity
SEDC II - UNRESTRICTED	1,678,139.52	(59,006.30)	289.53	1,619,422.75	Seabrook Economic Development Corporation II
SEDC II - RESTRICTED FOR BONDS	223,755.00	0.00	incl in above	223,755.00	SEDC II - Reserve for revenue bond debt service
SEDC II - RESTRICT FOR EMERGENCY	180,000.00	0.00	incl in above	180,000.00	Emergency Reserve
STEP FUND	130,322.08	0.00	18.34	130,340.42	
PUBLIC SAFETY	65,088.32	0.00	9.16	65,097.48	
MUNI COURT - SECURITY FUND	31,128.25	0.00	4.38	31,132.63	Funds from fines to be used for security
COURT - TIME PAYMENT FEES	10,024.23	0.00	1.41	10,025.64	Funds from fines to be used to improve court
MUNI COURT - TECHNOLOGY FUND	6,475.00	0.00	0.91	6,475.91	
STABILIZATION FUND	800,531.55	0.00	112.64	800,644.19	
TOTAL TEXPOOL FUND	15,278,149.15	(0.00)	2,149.82	\$15,280,298.97	

The investment portfolio of the City of Seabrook is in compliance with the investment strategies expressed in the City's Investment Policy and relevant provisions of Chapter 2256 of the Local Government Code.

Pam Lab

Finance Director

TexPool Participant Services
C/O Federated Investors Inc.
1001 Texas Avenue, Suite 1400
Houston, TX 77002



CITY OF SEABROOK
GENERAL ACCOUNT
ATTN PAM LAB
1700 FIRST STREET
SEABROOK TX 77586-3540

Participant Statement

Statement Period 10/01/2012 - 10/31/2012

Customer Service 1-866-TEX-POOL
Location ID 000077632
Investor ID 000006495

TexPool Update

Maintenance is available on TexConnect Online. This new functionality allows you to change your address, phone and fax numbers and email address without having to complete an additional form.

TexPool Summary						
Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	\$15,278,149.15	\$0.00	\$0.00	\$2,149.82	\$15,280,298.97	\$15,278,218.50
Total Dollar Value	\$15,278,149.15	\$0.00	\$0.00	\$2,149.82	\$15,280,298.97	

Portfolio Value

Pool Name	Pool/Account	Market Value (10/01/2012)	Share Price (10/31/2012)	Shares Owned (10/31/2012)	Market Value (10/31/2012)
Texas Local Government Investment Pool	449/1011800001	\$15,278,149.15	\$1.00	15,280,298.970	\$15,280,298.97
Total Dollar Value		\$15,278,149.15			\$15,280,298.97

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
Texas Local Government Investment Pool	449/1011800001	\$2,149.82	\$18,209.79
Total		\$2,149.82	\$18,209.79

Transaction Detail

Texas Local Government Investment Pool Participant: CITY OF SEABROOK
Pool/Account: 449/1011800001

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
10/01/2012	10/01/2012	BEGINNING BALANCE	\$15,278,149.15	\$1.00		15,278,149.150
10/31/2012	10/31/2012	MONTHLY POSTING	\$2,149.82	\$1.00	2,149.820	15,280,298.970
Account Value as of 10/31/2012			\$15,280,298.97	\$1.00		15,280,298.970

Pool Information
The allocation factor for the last day of October is 0.000005278 and the one-day net yield for that day is 0.1926%.

TEXPOOL

ANNOUNCEMENTS

We would like to recognize and welcome the following entities who joined the TexPool program in October 2012:

TEXPOOL

- Williamson County MUD 22
- Lazy Nine MUD 1A
- City of Bevil Oaks
- Kerrville Economic Improvement Corp.

TEXPOOL PRIME

- Montgomery County ECD
- City of Cibola
- City of Bevil Oaks

Upcoming Events

- 11/13/12 – 11/16/12
TML Conference, Grapevine
- 12/02/12 – 12/05/12
GTOT, Fort Worth

TexPool Advisory Board Members

- | | |
|--------------------|---------------|
| R.C. Allen | LaVonne Mason |
| Pati Buchenau | John McGrane |
| Jose Elizondo, Jr. | Clay McPhail |
| Ron Leverett | Vivian Wood |

Overseen by the State of Texas Comptroller of Public Accounts Susan Combs.

Operated under the supervision of the Texas Treasury Safekeeping Trust Company.

Additional information regarding TexPool is available upon request:

www.texpool.com
1-866-839-7665
(1-866-TEX-POOL)
Fax: 866-839-3291



Federated, founded in 1955, is a S&P 500 company that is publicly traded on the NYSE. It is one of the largest managers of AAA-rated money market portfolios in the country (Source: iMoneyNet as of 8/31/12).

Visit us at FederatedInvestors.com.

G35884-24 (11/12)

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Monthly Newsletter November 2012

Economic and Market Commentary

Month in Cash: Fed likely to keep lid on rates for some time

November 1, 2012

Repo rates and overnight rates have been pretty static at around 20 to 22 basis points. We saw a slight dip late in October into the high teens, but only for a few days. They've been holding on nicely through the past quarter and have even been up compared to where they were in the early part of 2012. But we expect those rates to decline as we head toward the end of the year and for that trend to continue into 2013. That means we're likely to see a slight decrease in the overall gross yields for government portfolios. The reason is twofold: First, the Federal Reserve's "Operation Twist" is coming to an end. Although only a mild positive from a rate perspective, it has put additional collateral into the marketplace and has held rates a little bit firmer than they might have been otherwise. In addition, the Fed's promise of open-ended purchases of mortgage-backed securities will take those instruments off the market, leading to declining rates overall, including repo rates.

Yields also are expected to decline for prime portfolios, but for a different reason. The Libor/cash-yield curve has come in drastically and flattened, partly as a result of the health of the European banks and improvements in the overall credit markets. While that's a good thing from an economic growth perspective, on the spread basis, we are getting less spread for the issuers today versus what we had been seeing.

We're also closely watching the potential December 31, 2012 expiration of the FDIC's unlimited insurance on non-interest bearing checking accounts. Of course, that wouldn't mean that all coverage would cease, just that we'd revert back to the \$250,000 per account limit in force prior to 2008. It would take some sort of affirmative congressional action to change this scenario, but don't count out powerful lobbying by bankers' associations who hope to have the unlimited coverage extended and keep those assets in those community banks.

(continued page 6)

PERFORMANCE as of October 31, 2012

	TexPool	TexPool Prime
Current Invested Balance	\$13,943,382,158.15	\$867,793,498.08
Weighted Average Maturity (1)*	48 Days	46 Days
Weighted Average Maturity (2)*	82 Days	61 Days
Net Asset Value	1.00008	1.00003
Total Number of Participants	2,276	152
Management Fee on Invested Balance	0.0473%	0.0638%
Interest Distributed	\$1,925,908.14	\$140,339.23
Management Fee Collected	\$551,055.44	\$43,046.95
Standard & Poor's Current Rating	AAAm	AAAm

Month Averages

	TexPool	TexPool Prime
Average Invested Balance	\$13,698,021,054.18	\$885,737,187.12
Average Monthly Yield, on a simple basis (3)*	0.17%	0.19%
Average Weighted Average Maturity (1)*	44 Days	44 Days
Average Weighted Average Maturity (2)*	81 Days	60 Days

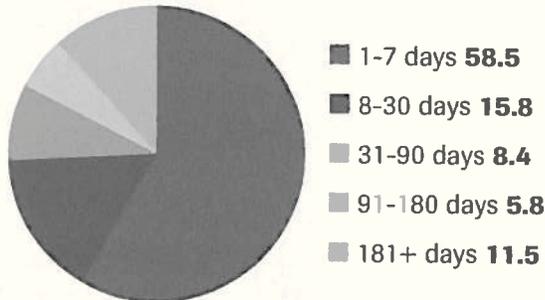
*Definitions for Average Monthly Yield and Weighted Average Maturity can be found on page 2.

TEXPOOL

November 2012

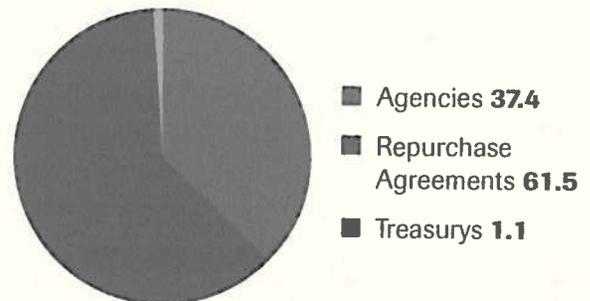
Portfolio by Maturity (%)

As of October 31, 2012



Portfolio by Type of Investment (%)

As of October 31, 2012



PORTFOLIO ASSET SUMMARY AS OF OCTOBER 31, 2012

	Book Value	Market Value
Uninvested Balance	-\$1,045,917.65	-\$1,045,917.65
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	10,243,804.28	10,243,804.28
Interest and Management Fees Payable	-1,791,410.24	-1,791,410.24
Payable for Investments Purchased	0.00	0.00
Repurchase Agreements	8,566,272,000.00	8,566,242,375.00
Mutual Fund Investments	0.00	0.00
Government Securities	5,205,907,753.41	5,206,820,668.66
US Treasury Bills	0.00	0.00
US Treasury Notes	163,795,928.35	163,781,280.00
Total	\$13,943,382,158.15	\$13,944,250,800.05

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool. The only source of payment to the Participants is the assets of TexPool. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

PARTICIPANT SUMMARY

	Number of Participants	Balance
School District	569	\$4,672,085,940.24
Higher Education	56	\$1,308,807,944.05
Healthcare	79	\$361,682,467.61
Utility District	698	\$1,376,933,189.38
City	444	\$4,009,252,785.10
County	172	\$960,707,843.48
Other	258	\$1,245,020,571.20

Definition of Weighted Average Maturity (1) & (2)

*(1) "WAM Days" is the mean average of the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid, (b) would be repaid upon a demand by TexPool, or (c) are scheduled to have their interest rate readjusted to reflect current market rates. Securities with adjustable rates payable upon demand are treated as maturing on the earlier of the two dates set forth in (b) and (c) if their scheduled maturity is 397 days or less; and the later of the two dates set forth in (b) and (c) if their scheduled maturity is more than 397 days. The mean is weighted based on the percentage of the amortized cost of the portfolio invested in each period.

*(2) "WAM Days" is calculated in the same manner as the described in footnote 1, but is based solely on the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid or (b) would be repaid upon a demand by TexPool, without reference to when interest rates of securities within TexPool are scheduled to be readjusted.

Definition of Average Monthly Yield (3)

*(3) This current yield for TexPool Prime for each date may reflect a waiver of some portion or all of each of the management fees.

TEXPOOL

DAILY SUMMARY						
Date	Money Mkt. Fund Equiv. (SEC Std.)	Daily Allocation Factor	TexPool Invested Balance	Market Value Per Share	WAM Days (1)	WAM Days (2)
10/01	0.1847%	0.000005059	\$13,803,704,464.13	1.00008	39	78
10/02	0.1809%	0.000004956	\$13,843,300,793.54	1.00007	40	78
10/03	0.1648%	0.000004516	\$13,832,422,675.91	1.00008	41	79
10/04	0.1660%	0.000004548	\$13,834,774,911.15	1.00006	43	80
10/05	0.1815%	0.000004973	\$13,766,963,434.55	1.00005	45	82
10/06	0.1815%	0.000004973	\$13,766,963,434.55	1.00005	45	82
10/07	0.1815%	0.000004973	\$13,766,963,434.55	1.00005	45	82
10/08	0.1815%	0.000004973	\$13,766,963,434.55	1.00005	45	82
10/09	0.1598%	0.000004379	\$13,711,382,054.76	1.00006	43	80
10/10	0.1616%	0.000004427	\$13,683,253,182.06	1.00005	43	80
10/11	0.1637%	0.000004485	\$13,644,350,575.40	1.00005	44	81
10/12	0.1679%	0.000004599	\$13,636,359,586.65	1.00005	45	82
10/13	0.1679%	0.000004599	\$13,636,359,586.65	1.00005	45	82
10/14	0.1679%	0.000004599	\$13,636,359,586.65	1.00005	45	82
10/15	0.1745%	0.000004780	\$13,542,550,615.78	1.00005	43	80
10/16	0.1687%	0.000004623	\$13,510,899,997.26	1.00007	43	80
10/17	0.1607%	0.000004402	\$13,493,996,785.55	1.00006	43	80
10/18	0.1475%	0.000004042	\$13,477,420,812.03	1.00007	43	80
10/19	0.1624%	0.000004448	\$13,399,869,552.38	1.00007	46	83
10/20	0.1624%	0.000004448	\$13,399,869,552.38	1.00007	46	83
10/21	0.1624%	0.000004448	\$13,399,869,552.38	1.00007	46	83
10/22	0.1455%	0.000003985	\$13,411,218,033.80	1.00006	43	80
10/23	0.1278%	0.000003502	\$13,420,797,068.22	1.00006	43	80
10/24	0.1485%	0.000004068	\$13,484,875,318.25	1.00005	46	82
10/25	0.1676%	0.000004592	\$14,128,763,278.78	1.00005	44	79
10/26	0.1484%	0.000004065	\$14,013,700,597.51	1.00006	47	82
10/27	0.1484%	0.000004065	\$14,013,700,597.51	1.00006	47	82
10/28	0.1484%	0.000004065	\$14,013,700,597.51	1.00006	47	82
10/29	0.1796%	0.000004921	\$13,826,958,503.49	1.00006	45	77
10/30	0.1796%	0.000004921	\$13,826,958,503.49	1.00006	45	77
10/31	0.1926%	0.000005278	\$13,943,382,158.15	1.00008	48	82
Average	0.1657%	0.000004539	\$13,698,021,054.18	1.00006	44	81

TEXPOOL PRIME

November 2012

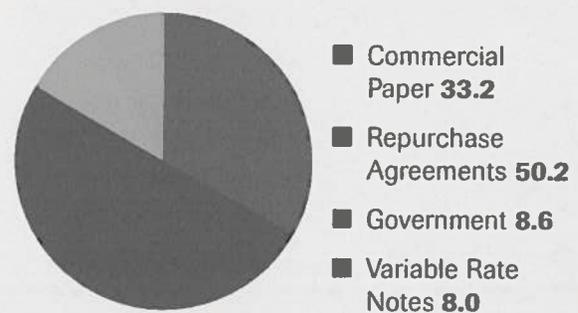
Portfolio by Maturity (%)

As of October 31, 2012



Portfolio by Type of Investment (%)

As of October 31, 2012



PORTFOLIO ASSET SUMMARY AS OF OCTOBER 31, 2012

	Book Value	Market Value
Uninvested Balance	-\$1,276,502.77	-\$1,276,502.77
Accrual of Interest Income	61,700.33	61,700.33
Interest and Management Fees Payable	-130,706.72	-130,706.72
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	0.00	0.00
Repurchase Agreements	435,674,000.00	435,674,000.00
Commercial Paper	288,781,118.04	288,787,205.90
Bank Instruments	0.00	0.00
Mutual Fund Investments	0.00	0.00
Government Securities	95,183,889.20	95,196,880.00
Variable Rate Notes	49,500,000.00	49,498,935.00
Total	\$867,793,498.08	\$867,811,511.74

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool Prime. The assets of TexPool Prime are the only source of payments to the Participants. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

PARTICIPANT SUMMARY

	Number of Participants	Balance
School District	70	\$410,124,305.27
Higher Education	8	\$48,148,545.31
Healthcare	7	\$11,340,492.85
Utility District	5	\$36,515,553.15
City	28	\$108,598,997.60
County	18	\$128,725,803.30
Other	16	\$125,113,767.82

TEXPOOL PRIME

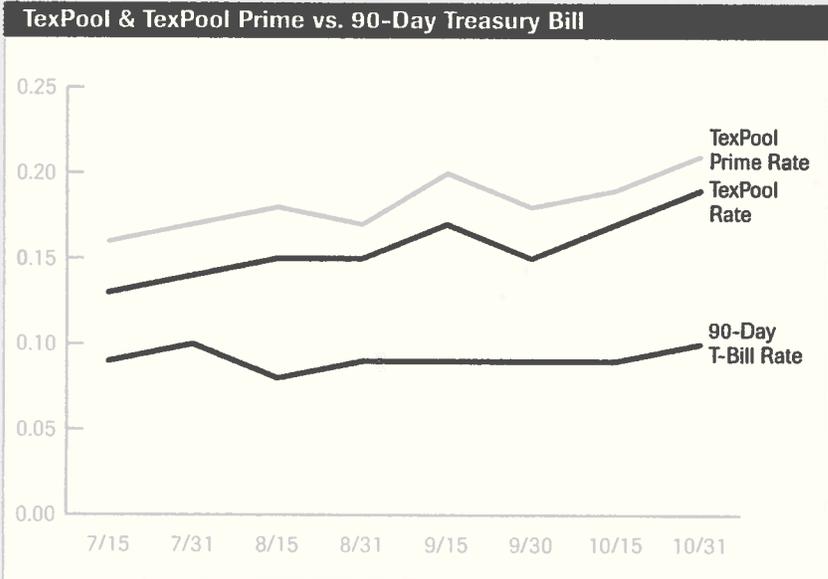
DAILY SUMMARY						
Date	Money Mkt. Fund Equiv. (SEC Std.)	Daily Allocation Factor	TexPool Prime Invested Balance	Market Value Per Share	WAM Days (1)	WAM Days (2)
10/01	0.1968%	0.000005393	\$938,184,236.55	1.00006	31	46
10/02	0.2019%	0.000005532	\$929,712,233.74	1.00006	37	51
10/03	0.1833%	0.000005023	\$928,652,394.33	1.00006	38	53
10/04	0.1933%	0.000005297	\$911,152,648.79	1.00006	38	54
10/05	0.2030%	0.000005563	\$908,163,757.09	1.00005	40	55
10/06	0.2030%	0.000005563	\$908,163,757.09	1.00005	40	55
10/07	0.2030%	0.000005563	\$908,163,757.09	1.00005	40	55
10/08	0.2030%	0.000005563	\$908,163,757.09	1.00005	40	55
10/09	0.1829%	0.000005011	\$881,644,745.71	1.00005	40	56
10/10	0.1830%	0.000005014	\$870,862,461.04	1.00005	44	61
10/11	0.1828%	0.000005008	\$870,880,220.45	1.00005	47	62
10/12	0.1878%	0.000005146	\$875,391,175.92	1.00004	47	62
10/13	0.1878%	0.000005146	\$875,391,175.92	1.00004	47	62
10/14	0.1878%	0.000005146	\$875,391,175.92	1.00004	47	62
10/15	0.1853%	0.000005078	\$866,631,220.98	1.00005	45	60
10/16	0.1946%	0.000005332	\$867,028,283.15	1.00005	44	60
10/17	0.1830%	0.000005013	\$867,357,502.13	1.00003	44	59
10/18	0.1766%	0.000004837	\$862,373,517.42	1.00004	44	59
10/19	0.1845%	0.000005054	\$860,989,012.29	1.00002	50	66
10/20	0.1845%	0.000005054	\$860,989,012.29	1.00002	50	66
10/21	0.1845%	0.000005054	\$860,989,012.29	1.00002	50	66
10/22	0.1713%	0.000004693	\$865,193,354.89	1.00003	46	63
10/23	0.1522%	0.000004169	\$863,607,903.16	1.00002	50	66
10/24	0.1687%	0.000004621	\$871,439,655.39	1.00002	49	64
10/25	0.1902%	0.000005210	\$884,339,427.39	1.00002	48	63
10/26	0.1663%	0.000004557	\$896,438,458.11	1.00002	48	62
10/27	0.1663%	0.000004557	\$896,438,458.11	1.00002	48	62
10/28	0.1663%	0.000004557	\$896,438,458.11	1.00002	48	62
10/29	0.1974%	0.000005408	\$889,944,265.04	1.00002	46	61
10/30	0.1974%	0.000005408	\$889,944,265.04	1.00002	46	61
10/31	0.2106%	0.000005770	\$867,793,498.08	1.00003	46	61
Average	0.1864%	0.000005108	\$885,737,187.12	1.00004	44	60

TEXPOOL

Participant Services
1001 Texas Ave. 14th Floor
Houston, TX 77002

(continued from page 1)

If in fact unlimited insurance does expire, the larger higher-quality banking institutions will probably see little change. Less creditworthy smaller institutions, however, might face new competition, with their investors likely looking for a new home for that cash. Probable destinations would include shorter-term securities from those particular institutions, direct-market Treasury and agency securities, and, of course, money markets that invest in Treasury and agency securities. Those investors are interested in alternatives that feature similar risk with governmental support, similar return and similar liquidity characteristics.



90-Day Treasury Bill is a short-term debt instrument backed by the national government. These are used to collect immediate cash to meet outstanding obligations.

Any private investor can invest in a Treasury bill. The 90-Day Treasury Bill is a weighted average rate of the weekly auctions of 90-Day Treasury Bills.

TEXPOOL REPORT

MONTH OF NOVEMBER 2012
0.1564%

	BEGINNING BALANCE	TRANSFER IN/(OUT)	INT EARNED (Posted Nov)	ENDING BALANCE	PURPOSE OF FUND
GENERAL FUND - UNRESTRICTED	2,388,611.81	(128,419.80)	317.48	2,260,509.49	Working capital
ENTERPRISE FUND - UNRESTRICT	3,153,534.25	112,861.56	433.38	3,266,829.19	Working capital
ENTERPRISE FUND - RESTRICTED	300,000.00	0.00	incl in above	300,000.00	Customer liability
CAPITAL IMPACT FEES	2,309,170.41	(80,000.00)	291.19	2,229,461.60	Water & sewer lines extensions & expansions
PARK FEES	15,702.98	0.00	2.02	15,705.00	Reserved for acquisition & development of park land
CHILD SAFETY PROGRAMS	15,107.40	0.00	1.94	15,109.34	Reserved for Child Safety/School Zones
FEDERAL SEIZURE	109,814.29	0.00	14.12	109,828.41	Criminal Investigation - Federal Funds
HOTEL/MOTEL FUND	767,431.00	0.00	98.66	767,529.66	Restricted for promotion of tourism
DEBT SERVICE FUND	1,706,549.29	33,784.41	219.73	1,740,553.43	Restricted for General fund reserves & yearly debt service
WTR/SWR BONDS	381,682.27	0.00	49.06	381,731.33	Funds transferred from Bond Mkt Acct to allow liquidity
FIRE BONDS	695,855.50	0.00	89.45	695,944.95	Funds transferred from Bond Mkt Acct to allow liquidity
STREET BONDS	9,038.07	0.00	1.16	9,039.23	Funds transferred from Bond Mkt Acct to allow liquidity
LIBRARY BONDS	7,904.06	0.00	1.02	7,905.08	Funds transferred from Bond Mkt Acct to allow liquidity
LAKESIDE DRIVE CERT DEP	232,394.94	0.00	29.88	232,424.82	
CRIME DISTRICT	120,608.68	(3,578.98)	15.25	117,044.95	Funds transferred from Bond Mkt Acct to allow liquidity
SEDC II - UNRESTRICTED	1,619,422.75	65,352.81	265.82	1,685,041.38	Seabrook Economic Development Corporation II
SEDC II - RESTRICTED FOR BONDS	223,755.00	0.00	incl in above	223,755.00	SEDC II - Reserve for revenue bond debt service
SEDC II - RESTRICT FOR EMERGENCY	180,000.00	0.00	incl in above	180,000.00	Emergency Reserve
STEP FUND	130,340.42	0.00	16.76	130,357.18	
PUBLIC SAFETY	65,097.48	0.00	8.37	65,105.85	
MUNI COURT - SECURITY FUND	31,132.63	(2,000.00)	3.98	29,136.61	Funds from fines to be used for security
COURT - TIME PAYMENT FEES	10,025.64	0.00	1.29	10,026.93	Funds from fines to be used to improve court
MUNI COURT - TECHNOLOGY FUND	6,475.91	2,000.00	0.86	8,476.77	
STABILIZATION FUND	800,644.19	0.00	102.93	800,747.12	
TOTAL TEXPOOL FUND	15,280,298.97	0.00	1,964.35	\$15,282,263.32	

The investment portfolio of the City of Seabrook is in compliance with the investment strategies expressed in the City's Investment Policy and relevant provisions of Chapter 2256 of the Local Government Code.

Pam Lab
Finance Director



Participant Statement

CITY OF SEABROOK
 GENERAL ACCOUNT
 ATTN PAM LAB
 1700 FIRST STREET
 SEABROOK TX 77586-3540

Statement Period 11/01/2012 - 11/30/2012

Page 1 of 2

Customer Service 1-866-TEX-POOL
Location ID 000077632
Investor ID 000006495

TexPool Update

Happy Holidays from TexPool Participant Services!

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	\$15,280,298.97	\$0.00	\$0.00	\$1,964.35	\$15,282,263.32	\$15,280,364.45
Total Dollar Value	\$15,280,298.97	\$0.00	\$0.00	\$1,964.35	\$15,282,263.32	

Portfolio Value

Pool Name	Pool/Account	Market Value (11/01/2012)	Share Price (11/30/2012)	Shares Owned (11/30/2012)	Market Value (11/30/2012)
Texas Local Government Investment Pool	449/1011800001	\$15,280,298.97	\$1.00	15,282,263.320	\$15,282,263.32
Total Dollar Value		\$15,280,298.97			\$15,282,263.32

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
Texas Local Government Investment Pool	449/1011800001	\$1,964.35	\$20,174.14
Total		\$1,964.35	\$20,174.14

Transaction Detail

Texas Local Government Investment Pool

Participant: CITY OF SEABROOK

Pool/Account: 449/1011800001

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
11/01/2012	11/01/2012	BEGINNING BALANCE	\$15,280,298.97	\$1.00		15,280,298.970
11/30/2012	11/30/2012	MONTHLY POSTING	\$1,964.35	\$1.00	1,964.350	15,282,263.320

TexPool Participant Services
C/O Federated Investors Inc.
1001 Texas Avenue, Suite 1400
Houston, TX 77002

Statement Period **11/01/2012 - 11/30/2012**

Page 2 of 2

Transaction Detail (continued)

Texas Local Government Investment Pool

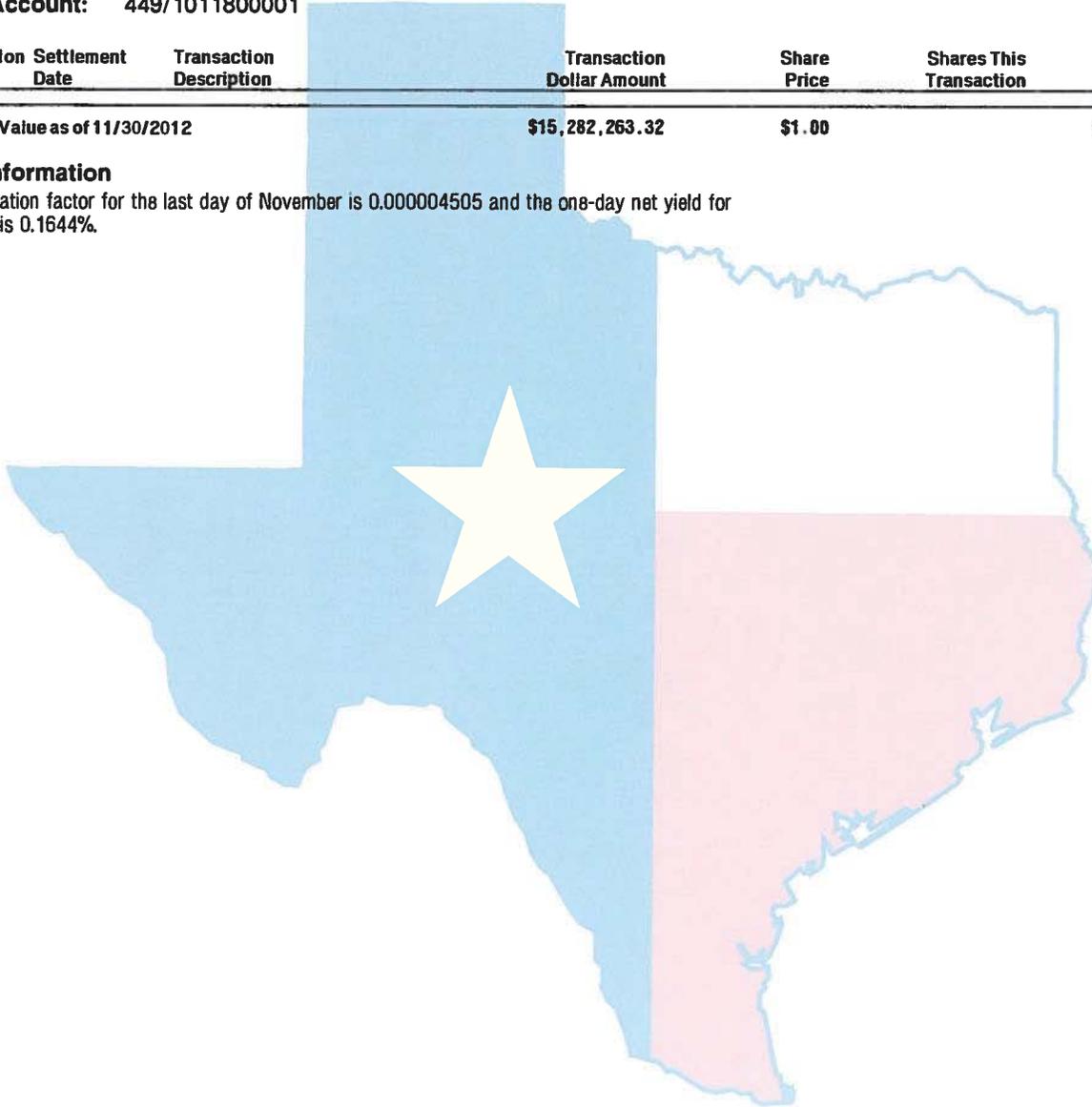
Participant: CITY OF SEABROOK

Pool/Account: 449/1011800001

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
Account Value as of 11/30/2012			\$15,282,263.32	\$1.00		15,282,263.320

Pool Information

The allocation factor for the last day of November is 0.000004505 and the one-day net yield for that day is 0.1644%.



TEXPOOL

ANNOUNCEMENTS

We would like to recognize and welcome the following entities who joined the TexPool program in November 2012:

TEXPOOL

- Ira ISD

TEXPOOL PRIME

- Ira ISD

Upcoming Events

12/02/12 - 12/05/12
GTOT, Fort Worth

TexPool Advisory Board Members

R.C. Allen	LaVonne Mason
Pati Buchenau	John McGrane
Jose Elizondo, Jr.	Clay McPhail
Ron Leverett	Vivian Wood

Overseen by the State of Texas Comptroller of Public Accounts Susan Combs.

Operated under the supervision of the Texas Treasury Safekeeping Trust Company.

Additional information regarding TexPool is available upon request:

www.texpool.com

1-866-839-7665

(1-866-TEX-POOL)

Fax: 866-839-3291

Federated®

Federated, founded in 1955, is a S&P 500 company that is publicly traded on the NYSE. It is one of the largest managers of AAA-rated money market portfolios in the country. (Source: iMoneyNet as of 8/31/12).

Visit us at FederatedInvestors.com.

G35884-24 (12/12)

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Monthly Newsletter December 2012

Economic and Market Commentary

Month in Cash: Moving out on the curve

December 1, 2012

Things are looking pretty good right now. The recovery continues to plod along, as it has for months, with the notable highlights of housing, which has been exhibiting some real strength, and employment, which also shows real promise. Hurricane Sandy, while devastating to those who suffered damage, has not had the huge overall economic impact that had been feared when we first saw the extent of the destruction. The elections don't seem to have left much wake, either. All the major players are still in place, and the issues are the same. (The markets don't like change, even if that change might have been good.) If we can keep on the same track, without any major disruptions, we seem to be headed—albeit slowly—in the right direction. There's also good liquidity in the marketplace.

All this positive news might bring fears of inflation, but there's still a lot of headwind out there. We're taking advantage of year-end opportunities in the marketplace, and we're seeing better pricing a bit further out the yield curve as we get past year-end, as well. As a result, we've decided to lengthen the weighted average maturity of our government holdings in the portfolios. For quite some time, we had been targeting from 40 to 50 days, but we've lengthened that target to 45 to 55 days. The yield curve is shaped right now in a way that allows us to do that and retain a relatively good yield.

We're also watching concerns about the potential expiration of the FDIC's unlimited insurance on non-interest bearing checking accounts at the end of the year. A bill has been proposed to extend the coverage for two years, but there hasn't been a lot of traction, or even details, on that proposal. There might be some political backing for extending the coverage only for smaller community banks below a certain size level, where there might be some more concerns. Were the extension to fail, though, we could see large inflows into money funds at the end of December and beginning of January. And if, in fact,

(continued page 6)

PERFORMANCE as of November 30, 2012

	TexPool	TexPool Prime
Current Invested Balance	\$13,887,380,416.02	\$985,660,050.24
Weighted Average Maturity (1)*	50 Days	49 Days
Weighted Average Maturity (2)*	82 Days	61 Days
Net Asset Value	1.00005	1.00002
Total Number of Participants	2,277	153
Management Fee on Invested Balance	0.0473%	0.0638%
Interest Distributed	\$1,805,326.03	\$136,099.96
Management Fee Collected	\$544,841.05	\$39,960.12
Standard & Poor's Current Rating	AAAm	AAAm

Month Averages

Average Invested Balance	\$14,048,486,065.70	\$938,082,736.04
Average Monthly Yield, on a simple basis (3)*	0.16%	0.18%
Average Weighted Average Maturity (1)*	48 Days	49 Days
Average Weighted Average Maturity (2)*	80 Days	63 Days

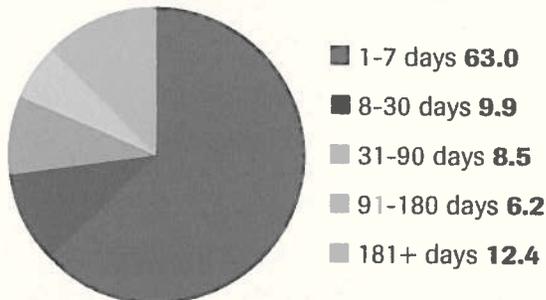
*Definitions for Average Monthly Yield and Weighted Average Maturity can be found on page 2.

TEXPOOL

December 2012

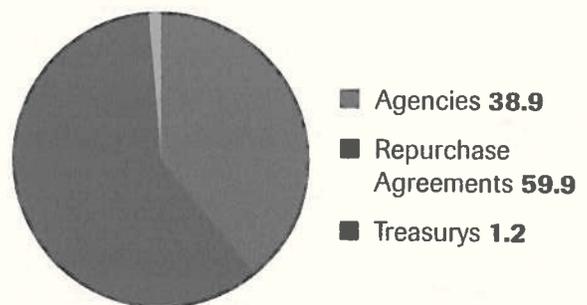
Portfolio by Maturity (%)

As of November 30, 2012



Portfolio by Type of Investment (%)

As of November 30, 2012



PORTFOLIO ASSET SUMMARY AS OF NOVEMBER 30, 2012

	Book Value	Market Value
Uninvested Balance	\$204.37	\$204.37
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	10,973,475.42	10,973,475.42
Interest and Management Fees Payable	-1,805,190.24	-1,805,190.24
Payable for Investments Purchased	-35,434,944.13	-35,434,944.13
Repurchase Agreements	8,335,506,000.00	8,335,472,800.00
Mutual Fund Investments	0.00	0.00
Government Securities	5,414,763,610.82	5,415,472,904.83
US Treasury Bills	0.00	0.00
US Treasury Notes	163,377,259.78	163,381,280.00
Total	\$13,887,380,416.02	\$13,888,060,530.25

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool. The only source of payment to the Participants is the assets of TexPool. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

PARTICIPANT SUMMARY

	Number of Participants	Balance
School District	570	\$4,753,132,466.02
Higher Education	56	\$1,288,757,066.70
Healthcare	79	\$350,319,158.39
Utility District	698	\$1,420,886,981.16
City	444	\$3,878,754,644.45
County	172	\$980,843,000.49
Other	258	\$1,214,499,139.35

Definition of Weighted Average Maturity (1) & (2)

*(1) "WAM Days" is the mean average of the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid, (b) would be repaid upon a demand by TexPool, or (c) are scheduled to have their interest rate readjusted to reflect current market rates. Securities with adjustable rates payable upon demand are treated as maturing on the earlier of the two dates set forth in (b) and (c) if their scheduled maturity is 397 days or less; and the later of the two dates set forth in (b) and (c) if their scheduled maturity is more than 397 days. The mean is weighted based on the percentage of the amortized cost of the portfolio invested in each period.

*(2) "WAM Days" is calculated in the same manner as the described in footnote 1, but is based solely on the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid or (b) would be repaid upon a demand by TexPool, without reference to when interest rates of securities within TexPool are scheduled to be readjusted.

Definition of Average Monthly Yield (3)

*(3) This current yield for TexPool Prime for each date may reflect a waiver of some portion or all of each of the management fees.

TEXPOOL

DAILY SUMMARY

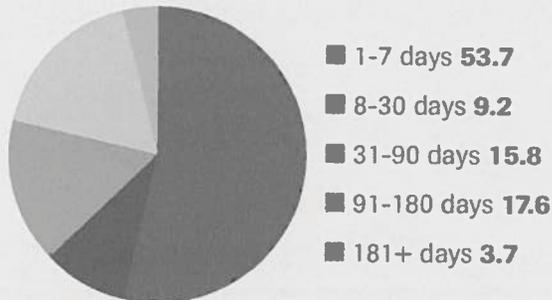
Date	Money Mkt. Fund Equiv. (SEC Std.)	Daily Allocation Factor	TexPool Invested Balance	Market Value Per Share	WAM Days (1)	WAM Days (2)
11/01	0.1851%	0.000005071	\$13,976,397,800.33	1.00007	48	82
11/02	0.1703%	0.000004666	\$13,981,713,488.49	1.00006	49	83
11/03	0.1703%	0.000004666	\$13,981,713,488.49	1.00006	49	83
11/04	0.1703%	0.000004666	\$13,981,713,488.49	1.00006	49	83
11/05	0.1542%	0.000004226	\$14,050,296,960.97	1.00007	48	81
11/06	0.1372%	0.000003759	\$14,038,913,258.61	1.00006	48	81
11/07	0.1475%	0.000004040	\$14,018,465,605.34	1.00008	48	81
11/08	0.1572%	0.000004306	\$14,038,553,162.64	1.00007	47	80
11/09	0.1622%	0.000004445	\$14,166,424,554.34	1.00006	49	82
11/10	0.1622%	0.000004445	\$14,166,424,554.34	1.00006	49	82
11/11	0.1622%	0.000004445	\$14,166,424,554.34	1.00006	49	82
11/12	0.1622%	0.000004445	\$14,166,424,554.34	1.00006	49	82
11/13	0.1672%	0.000004580	\$14,190,438,553.63	1.00007	47	79
11/14	0.1685%	0.000004616	\$14,147,857,429.40	1.00008	46	79
11/15	0.1677%	0.000004595	\$13,893,259,052.67	1.00007	47	80
11/16	0.1465%	0.000004013	\$14,003,373,694.07	1.00007	48	80
11/17	0.1465%	0.000004013	\$14,003,373,694.07	1.00007	48	80
11/18	0.1465%	0.000004013	\$14,003,373,694.07	1.00007	48	80
11/19	0.1358%	0.000003721	\$13,976,920,018.09	1.00007	47	79
11/20	0.1372%	0.000003760	\$13,910,892,173.75	1.00006	47	80
11/21	0.1468%	0.000004023	\$13,898,882,923.26	1.00006	49	81
11/22	0.1468%	0.000004023	\$13,898,882,923.26	1.00006	49	81
11/23	0.1635%	0.000004479	\$14,134,151,625.74	1.00006	47	80
11/24	0.1635%	0.000004479	\$14,134,151,625.74	1.00006	47	80
11/25	0.1635%	0.000004479	\$14,134,151,625.74	1.00006	47	80
11/26	0.1642%	0.000004499	\$14,200,711,081.65	1.00006	45	77
11/27	0.1400%	0.000003836	\$14,183,159,094.29	1.00006	46	78
11/28	0.1401%	0.000003837	\$14,112,683,168.06	1.00006	46	77
11/29	0.1425%	0.000003904	\$14,007,473,706.73	1.00006	48	79
11/30	0.1644%	0.000004505	\$13,887,380,416.02	1.00005	50	82
Average	0.1564%	0.000004285	\$14,048,486,065.70	1.00006	48	80

TEXPOOL PRIME

December 2012

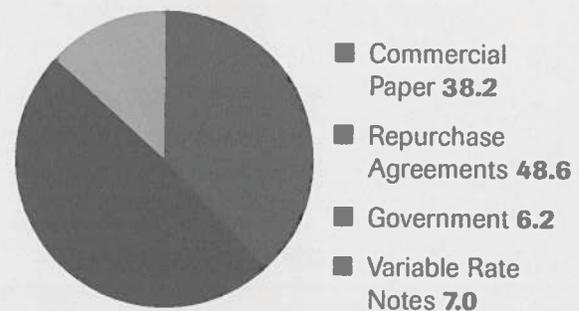
Portfolio by Maturity (%)

As of November 30, 2012



Portfolio by Type of Investment (%)

As of November 30, 2012



PORTFOLIO ASSET SUMMARY AS OF NOVEMBER 30, 2012

	Book Value	Market Value
Uninvested Balance	-\$182.10	-\$182.10
Accrual of Interest Income	75,295.93	75,295.93
Interest and Management Fees Payable	-136,099.57	-136,099.57
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	0.00	0.00
Repurchase Agreements	478,727,000.00	478,727,000.00
Commercial Paper	382,339,963.43	382,345,046.65
Bank Instruments	0.00	0.00
Mutual Fund Investments	0.00	0.00
Government Securities	75,154,072.55	75,168,200.00
Variable Rate Notes	49,500,000.00	49,501,635.00
Total	\$985,660,050.24	\$985,680,895.91

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool Prime. The assets of TexPool Prime are the only source of payments to the Participants. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

PARTICIPANT SUMMARY

	Number of Participants	Balance
School District	71	\$421,879,210.34
Higher Education	8	\$46,387,273.91
Healthcare	7	\$10,842,287.36
Utility District	5	\$58,824,091.13
City	28	\$106,691,691.60
County	18	\$136,000,056.58
Other	16	\$205,035,404.87

TEXPOOL PRIME

DAILY SUMMARY						
Date	Money Mkt. Fund Equiv. (SEC Std.)	Daily Allocation Factor	TexPool Prime Invested Balance	Market Value Per Share	WAM Days (1)	WAM Days (2)
11/01	0.2085%	0.000005713	\$889,812,992.74	1.00002	44	59
11/02	0.1908%	0.000005228	\$890,768,048.10	1.00001	45	59
11/03	0.1908%	0.000005228	\$890,768,048.10	1.00001	45	59
11/04	0.1908%	0.000005228	\$890,768,048.10	1.00001	45	59
11/05	0.1704%	0.000004669	\$887,126,782.79	1.00002	42	57
11/06	0.1599%	0.000004382	\$887,420,139.79	1.00002	49	64
11/07	0.1659%	0.000004544	\$888,807,052.69	1.00003	53	67
11/08	0.1841%	0.000005045	\$881,216,072.79	1.00003	57	72
11/09	0.1827%	0.000005006	\$958,345,320.59	1.00002	54	67
11/10	0.1827%	0.000005006	\$958,345,320.59	1.00002	54	67
11/11	0.1827%	0.000005006	\$958,345,320.59	1.00002	54	67
11/12	0.1827%	0.000005006	\$958,345,320.59	1.00002	54	67
11/13	0.1927%	0.000005279	\$956,828,581.26	1.00003	51	64
11/14	0.1870%	0.000005123	\$962,000,027.66	1.00003	50	63
11/15	0.1932%	0.000005294	\$945,150,728.42	1.00004	50	63
11/16	0.1673%	0.000004583	\$947,922,495.03	1.00003	51	64
11/17	0.1673%	0.000004583	\$947,922,495.03	1.00003	51	64
11/18	0.1673%	0.000004583	\$947,922,495.03	1.00003	51	64
11/19	0.1563%	0.000004281	\$950,000,962.25	1.00004	48	61
11/20	0.1647%	0.000004513	\$947,825,184.20	1.00004	48	61
11/21	0.1700%	0.000004657	\$946,406,893.08	1.00003	50	63
11/22	0.1700%	0.000004657	\$946,406,893.08	1.00003	50	63
11/23	0.1777%	0.000004869	\$947,332,820.11	1.00003	46	62
11/24	0.1777%	0.000004869	\$947,332,820.11	1.00003	46	62
11/25	0.1777%	0.000004869	\$947,332,820.11	1.00003	46	62
11/26	0.1826%	0.000005003	\$958,001,343.08	1.00003	43	59
11/27	0.1580%	0.000004330	\$965,556,850.54	1.00003	43	58
11/28	0.1588%	0.000004352	\$968,406,986.40	1.00002	50	62
11/29	0.1567%	0.000004292	\$984,403,168.02	1.00002	49	61
11/30	0.1820%	0.000004987	\$985,660,050.24	1.00002	49	61
Average	0.1766%	0.000004840	\$938,082,736.04	1.00003	49	63

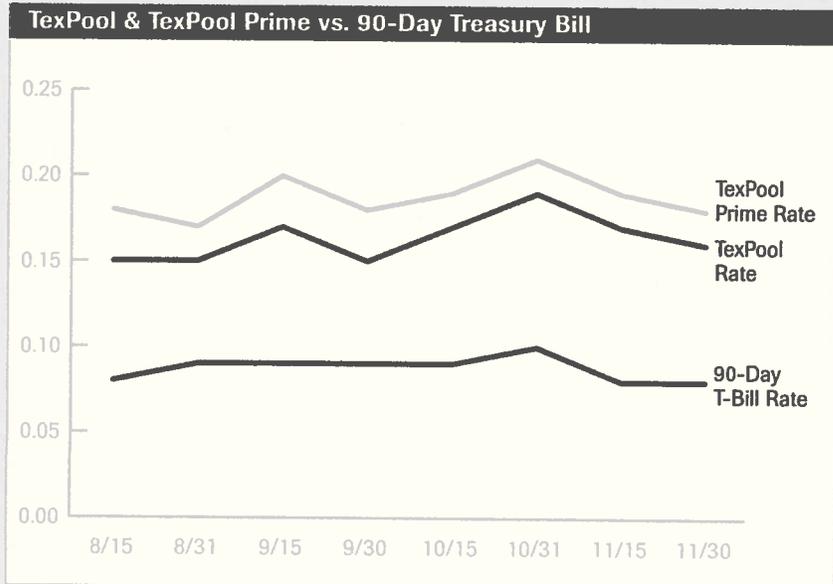
TEXPOOL

Participant Services
1001 Texas Ave. 14th Floor
Houston, TX 77002

(continued from page 1)

unlimited coverage expires, and we wait until late December or early January to go further out on the yield curve, we'd be left with less in the way of opportunities.

Going forward into the New Year, it looks like we're going to see more of the same slow growth: an improving economy; better credit metrics; continued debate and discussion about the stability of European markets; extended, prolonged discussion of regulations; and for the near future, continued low interest rates. We do see some more positive aspects as we chug along. All this steady progress has to add up, and the one thing that can cure all problems is a strong, growing economy. Of course, all this is predicated on policymakers in Washington working out a compromise on the debt ceiling and the "fiscal cliff." Given the way we made it through Hurricane Sandy, it would be a shame if we then hit a speed bump over a man-made, and avoidable, disaster.



90-Day Treasury Bill is a short-term debt instrument backed by the national government. These are used to collect immediate cash to meet outstanding obligations.

Any private investor can invest in a Treasury bill. The 90-Day Treasury Bill is a weighted average rate of the weekly auctions of 90-Day Treasury Bills.

TEXPOOL REPORT

MONTH OF DECEMBER 2012
0.1506%

	BEGINNING BALANCE	TRANSFER IN/(OUT)	INT EARNED (Posted Dec)	ENDING BALANCE	PURPOSE OF FUND
GENERAL FUND - UNRESTRICTED	2,260,509.49	(55,125.20)	304.50	2,205,688.79	Working capital
ENTERPRISE FUND - UNRESTRICT	3,266,829.19	(147,267.50)	438.17	3,119,999.86	Working capital
ENTERPRISE FUND - RESTRICTED	300,000.00	0.00	incl in above	300,000.00	Customer liability
CAPITAL IMPACT FEES	2,229,461.60	0.00	285.11	2,229,746.71	Water & sewer lines extensions & expansions
PARK FEES	15,705.00	0.00	2.01	15,707.01	Reserved for acquisition & development of park land
CHILD SAFETY PROGRAMS	15,109.34	0.00	1.93	15,111.27	Reserved for Child Safety/School Zones
FEDERAL SEIZURE	109,828.41	0.00	14.04	109,842.45	Criminal Investigation - Federal Funds
HOTEL/MOTEL FUND	767,529.66	0.00	98.15	767,627.81	Restricted for promotion of tourism
DEBT SERVICE FUND	1,740,553.43	286,348.27	223.73	2,027,125.43	Restricted for General fund reserves & yearly debt service
WTR/SWR BONDS	381,731.33	0.00	48.82	381,780.15	Funds transferred from Bond Mkt Acct to allow liquidity
FIRE BONDS	695,944.95	(100,000.00)	88.60	596,033.55	Funds transferred from Bond Mkt Acct to allow liquidity
STREET BONDS	9,039.23	(9,000.00)	0.48	39.71	Funds transferred from Bond Mkt Acct to allow liquidity
LIBRARY BONDS	7,905.08	0.00	1.01	7,906.09	Funds transferred from Bond Mkt Acct to allow liquidity
LAKESIDE DRIVE CERT DEP	232,424.82	0.00	29.72	232,454.54	
CRIME DISTRICT	117,044.95	(7,442.39)	14.60	109,617.16	Funds transferred from Bond Mkt Acct to allow liquidity
SEDC II - UNRESTRICTED	1,685,041.38	42,486.82	269.99	1,727,798.19	Seabrook Economic Development Corporation II
SEDC II - RESTRICTED FOR BONDS	223,755.00	0.00	incl in above	223,755.00	SEDC II - Reserve for revenue bond debt service
SEDC II - RESTRICT FOR EMERGENCY	180,000.00	0.00	incl in above	180,000.00	Emergency Reserve
STEP FUND	130,357.18	(10,000.00)	16.63	120,373.81	
PUBLIC SAFETY	65,105.85	0.00	8.33	65,114.18	
MUNI COURT - SECURITY FUND	29,136.61	0.00	3.73	29,140.34	Funds from fines to be used for security
COURT - TIME PAYMENT FEES	10,026.93	0.00	1.28	10,028.21	Funds from fines to be used to improve court
MUNI COURT - TECHNOLOGY FUND	8,476.77	0.00	1.08	8,477.85	
STABILIZATION FUND	800,747.12	0.00	102.40	800,849.52	
TOTAL TEXPOOL FUND	15,282,263.32	0.00	1,954.31	\$15,284,217.63	

The investment portfolio of the City of Seabrook is in compliance with the investment strategies expressed in the City's Investment Policy and relevant provisions of Chapter 2256 of the Local Government Code.

Pam Lab

Finance Director

TexPool Participant Services
 C/O Federated Investors Inc.
 1001 Texas Avenue, Suite 1400
 Houston, TX 77002



Participant Statement

CITY OF SEABROOK
 GENERAL ACCOUNT
 ATTN PAM LAB
 1700 FIRST STREET
 SEABROOK TX 77586-3540

Statement Period 12/01/2012 - 12/31/2012

Page 1 of 2

Customer Service 1-866-TEX-POOL
Location ID 000077632
Investor ID 000006495

TexPool Update

Available under the Statements tab, the Summary Statement allows you to view or download a single statement that summarizes your TexPool and TexPool Prime accounts. You can further customize your Summary Statement by selecting Custom Summary Statement and choosing the dates of information you would like to see.

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	\$15,282,263.32	\$0.00	\$0.00	\$1,954.31	\$15,284,217.63	\$15,282,326.36
Total Dollar Value	\$15,282,263.32	\$0.00	\$0.00	\$1,954.31	\$15,284,217.63	

Portfolio Value

Pool Name	Pool/Account	Market Value (12/01/2012)	Share Price (12/31/2012)	Shares Owned (12/31/2012)	Market Value (12/31/2012)
Texas Local Government Investment Pool	449/1011800001	\$15,282,263.32	\$1.00	15,284,217.630	\$15,284,217.63
Total Dollar Value		\$15,282,263.32			\$15,284,217.63

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
Texas Local Government Investment Pool	449/1011800001	\$1,954.31	\$22,128.45
Total		\$1,954.31	\$22,128.45

TexPool Participant Services
C/O Federated Investors Inc.
1001 Texas Avenue, Suite 1400
Houston, TX 77002

Statement Period 12/01/2012 - 12/31/2012

Page 2 of 2

Transaction Detail

Texas Local Government Investment Pool

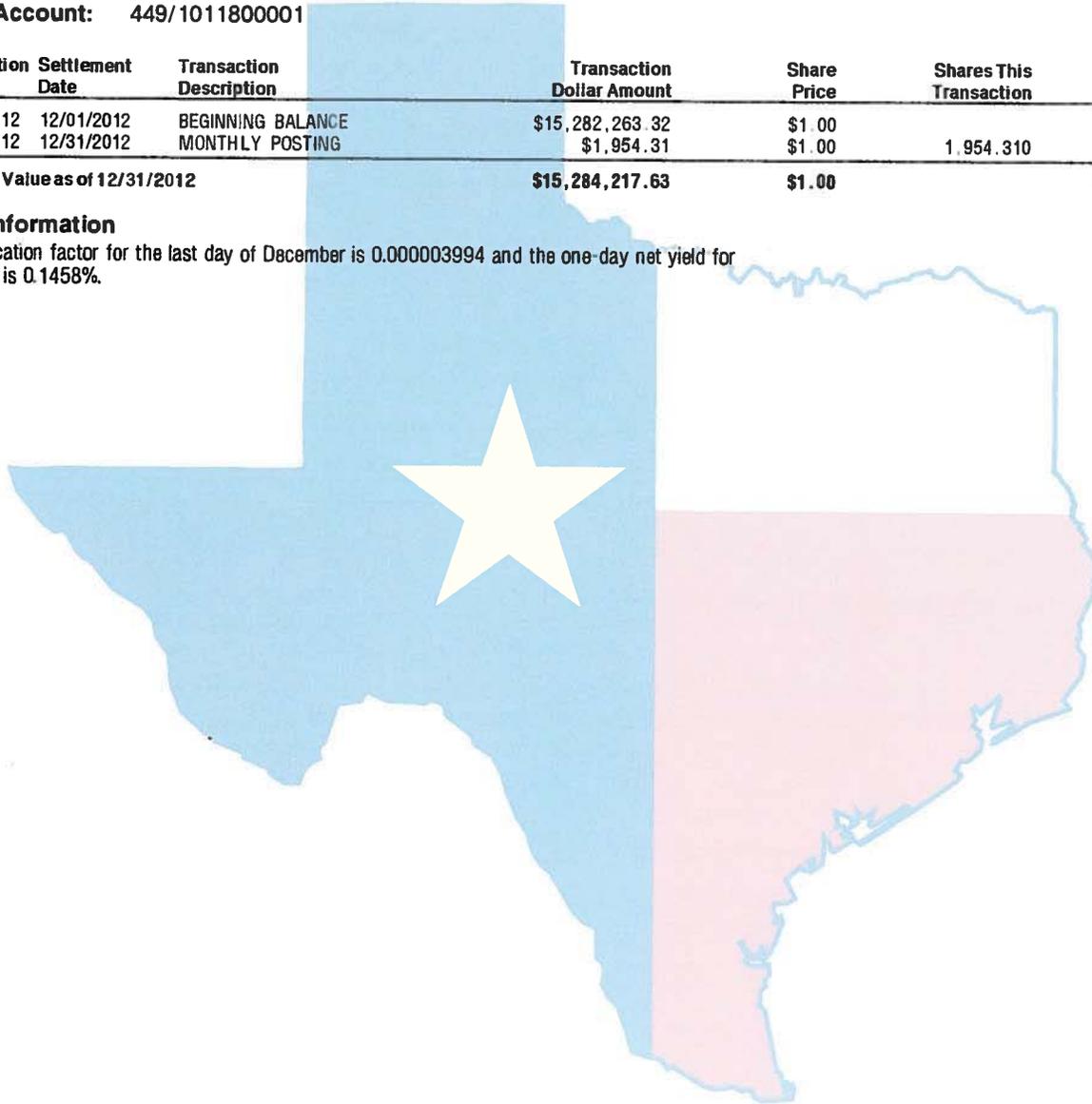
Participant: CITY OF SEABROOK

Pool/Account: 449/1011800001

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
12/01/2012	12/01/2012	BEGINNING BALANCE	\$15,282,263.32	\$1.00		15,282,263.320
12/31/2012	12/31/2012	MONTHLY POSTING	\$1,954.31	\$1.00	1,954.310	15,284,217.630
Account Value as of 12/31/2012			\$15,284,217.63	\$1.00		15,284,217.630

Pool Information

The allocation factor for the last day of December is 0.000003994 and the one-day net yield for that day is 0.1458%.



TEXPOOL

ANNOUNCEMENTS

Upcoming Events

- 01/28/13 - 01/29/13
TASA MidWinter Conference,
Austin
- 02/03/13 - 02/05/13
TASSCUBO Winter Workshop,
Austin
- 02/19/13 - 02/20/13
TASBO Annual Conference,
San Antonio
- 02/26/13 - 02/28/13
TX Association of County Appraisers,
Houston

TexPool Advisory Board Members

- | | |
|--------------------|---------------|
| R.C. Allen | LaVonne Mason |
| Pati Buchenau | John McGrane |
| Jose Elizondo, Jr. | Clay McPhail |
| Ron Leverett | Vivian Wood |

Overseen by the State of Texas Comptroller of Public Accounts Susan Combs.

Operated under the supervision of the Texas Treasury Safekeeping Trust Company.

Additional information regarding TexPool is available upon request:

www.texpool.com
1-866-839-7665
(1-866-TEX-POOL)
Fax: 866-839-3291

Federated

Federated, founded in 1955, is publicly traded on the NYSE. It is one of the largest managers of AAA-rated money market portfolios in the country (Source: iMoneyNet as of 8/31/12).

Visit us at FederatedInvestors.com.

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Monthly Newsletter January 2013

Economic and Market Commentary

Month in Cash: Rates face pressure in the new year

January 2, 2013

As we head into a new year, the money market world faces interest rate pressure from a number of different directions. The Federal Reserve's continued commitment to easing and its recent announcement that it would stick with the program as long as the U.S. unemployment rate remained above 6.5% doesn't really come as a surprise. It was likely the Fed would set some sort of marker, but it is somewhat surprising they did so in December 2012, as many observers had thought this move might come sometime in 2013. It's also interesting because the threshold level is closer than we thought it would be. (Of course, there's always the option of changing that threshold level, as the Fed left plenty of wiggle room, if the goal ends up being too easy to achieve and we end up hitting the 6.5% target in mid-year 2013.)

And while the specific issues associated with the fiscal cliff seem to have been resolved in extra innings, there are other battles in Washington that could put some speed bumps in the way of the recovery, such as the expected show-down in February when Congress will need to raise the \$16.4 trillion federal borrowing limit. As far as the money market world was concerned, the impact of a failure to solve the fiscal cliff by the December 31 deadline was limited, as long as a deal came through before the associated tax increases, spending cuts and cutting of services kicked in. While the parties in Washington may have squeaked through this particular battle, the bigger fight continues.

Then there's the death, as of December 31, 2012, of the proposed Senate bill to extend the FDIC's Transaction Account Guarantee (TAG) Program of unlimited insurance on non-interest bearing checking accounts. No extension was granted, and as a result we're likely to see additional cash flow into money market funds. With supply steady and demand increasing, we expect lower rates in the first quarter. The Senate had proposed a two-year extension of the entire program, while an alternate bill proposed in the House was more limited, aimed at extending protection for only the smaller, more vulnerable

(continued page 6)

PERFORMANCE as of December 31, 2012

	TexPool	TexPool Prime
Current Invested Balance	\$15,644,804,938.10	\$1,208,042,903.24
Weighted Average Maturity (1)*	46 Days	49 Days
Weighted Average Maturity (2)*	71 Days	58 Days
Net Asset Value	1.00009	1.00005
Total Number of Participants	2,277	153
Management Fee on Invested Balance	0.0473%	0.0638%
Interest Distributed	\$1,849,973.76	\$156,475.80
Management Fee Collected	\$579,358.89	\$47,794.95
Standard & Poor's Current Rating	AAAm	AAAm

Month Averages

	TexPool	TexPool Prime
Average Invested Balance	\$14,510,946,133.97	\$1,096,616,951.25
Average Monthly Yield, on a simple basis (3)*	0.15%	0.17%
Average Weighted Average Maturity (1)*	50 Days	52 Days
Average Weighted Average Maturity (2)*	79 Days	62 Days

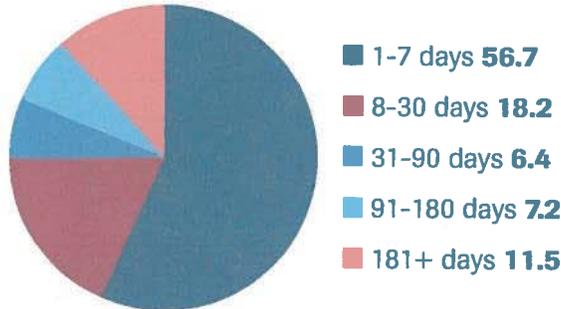
*Definitions for Average Monthly Yield and Weighted Average Maturity can be found on page 2.

TEXPOOL

January 2013

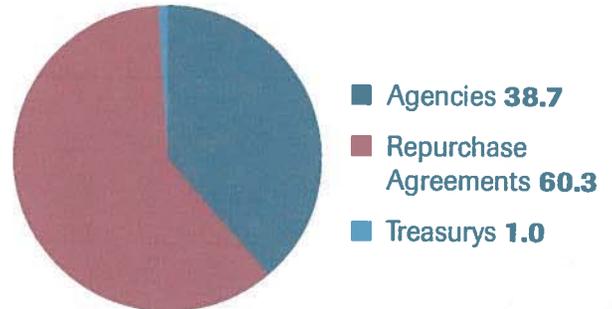
Portfolio by Maturity (%)

As of December 31, 2012



Portfolio by Type of Investment (%)

As of December 31, 2012



PORTFOLIO ASSET SUMMARY AS OF DECEMBER 31, 2012

	Book Value	Market Value
Uninvested Balance	-\$144.61	-\$144.61
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	13,620,329.90	13,620,329.90
Interest and Management Fees Payable	-1,849,803.84	-1,849,803.84
Payable for Investments Purchased	0.00	0.00
Repurchase Agreements	9,431,103,000.00	9,431,035,145.00
Mutual Fund Investments	0.00	0.00
Government Securities	6,038,986,921.06	6,040,315,775.59
US Treasury Bills	0.00	0.00
US Treasury Notes	162,944,635.59	162,981,280.00
Total	\$15,644,804,938.10	\$15,646,102,582.04

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool. The only source of payment to the Participants is the assets of TexPool. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

PARTICIPANT SUMMARY

	Number of Participants	Balance
School District	570	\$5,295,943,780.73
Higher Education	56	\$1,414,512,654.42
Healthcare	79	\$462,403,199.04
Utility District	698	\$1,516,515,220.95
City	444	\$4,428,572,425.75
County	172	\$1,278,818,537.05
Other	258	\$1,243,786,542.63

Definition of Weighted Average Maturity (1) & (2)

*(1) "WAM Days" is the mean average of the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid, (b) would be repaid upon a demand by TexPool, or (c) are scheduled to have their interest rate readjusted to reflect current market rates. Securities with adjustable rates payable upon demand are treated as maturing on the earlier of the two dates set forth in (b) and (c) if their scheduled maturity is 397 days or less; and the later of the two dates set forth in (b) and (c) if their scheduled maturity is more than 397 days. The mean is weighted based on the percentage of the amortized cost of the portfolio invested in each period.

*(2) "WAM Days" is calculated in the same manner as the described in footnote 1, but is based solely on the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid or (b) would be repaid upon a demand by TexPool, without reference to when interest rates of securities within TexPool are scheduled to be readjusted.

Definition of Average Monthly Yield (3)

*(3) This current yield for TexPool Prime for each date may reflect a waiver of some portion or all of each of the management fees.

TEXPOOL

DAILY SUMMARY

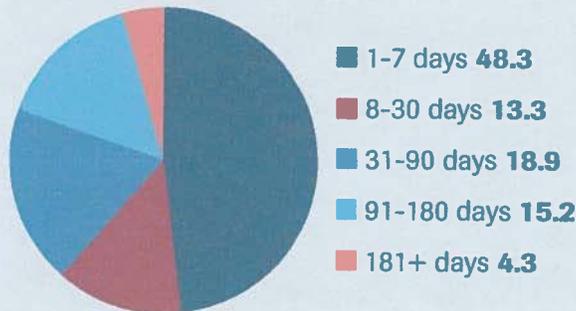
Date	Money Mkt. Fund Equiv. (SEC Std.)	Daily Allocation Factor	TexPool Invested Balance	Market Value Per Share	WAM Days (1)	WAM Days (2)
12/01	0.1644%	0.000004505	\$13,887,380,416.02	1.00005	50	82
12/02	0.1644%	0.000004505	\$13,887,380,416.02	1.00005	50	82
12/03	0.1620%	0.000004439	\$13,905,149,430.40	1.00006	48	79
12/04	0.1594%	0.000004366	\$13,905,362,359.34	1.00006	50	80
12/05	0.1608%	0.000004405	\$13,841,819,509.49	1.00006	52	82
12/06	0.1693%	0.000004637	\$13,876,132,025.95	1.00006	51	82
12/07	0.1645%	0.000004507	\$13,848,151,809.52	1.00008	53	83
12/08	0.1645%	0.000004507	\$13,848,151,809.52	1.00008	53	83
12/09	0.1645%	0.000004507	\$13,848,151,809.52	1.00008	53	83
12/10	0.1430%	0.000003919	\$13,841,552,463.99	1.00009	53	83
12/11	0.1537%	0.000004211	\$14,056,095,492.14	1.00010	52	81
12/12	0.1425%	0.000003905	\$14,373,454,012.61	1.00010	51	80
12/13	0.1482%	0.000004061	\$14,296,635,599.00	1.00011	51	80
12/14	0.1498%	0.000004105	\$14,476,854,050.39	1.00013	52	80
12/15	0.1498%	0.000004105	\$14,476,854,050.39	1.00013	52	80
12/16	0.1498%	0.000004105	\$14,476,854,050.39	1.00013	52	80
12/17	0.1488%	0.000004077	\$14,425,992,744.60	1.00013	51	79
12/18	0.1494%	0.000004094	\$14,533,125,460.51	1.00010	51	79
12/19	0.1412%	0.000003868	\$14,582,798,313.19	1.00011	52	80
12/20	0.1424%	0.000003900	\$14,599,419,088.66	1.00011	52	79
12/21	0.1453%	0.000003980	\$14,717,716,006.10	1.00010	52	79
12/22	0.1453%	0.000003980	\$14,717,716,006.10	1.00010	52	79
12/23	0.1453%	0.000003980	\$14,717,716,006.10	1.00010	52	79
12/24	0.1451%	0.000003974	\$15,097,985,079.86	1.00010	49	75
12/25	0.1451%	0.000003974	\$15,097,985,079.86	1.00010	49	75
12/26	0.1466%	0.000004017	\$15,207,363,278.27	1.00010	47	74
12/27	0.1371%	0.000003755	\$15,380,205,668.28	1.00010	47	73
12/28	0.1399%	0.000003833	\$15,423,507,726.20	1.00009	47	73
12/29	0.1399%	0.000003833	\$15,423,507,726.20	1.00009	47	73
12/30	0.1399%	0.000003833	\$15,423,507,726.20	1.00009	47	73
12/31	0.1458%	0.000003994	\$15,644,804,938.10	1.00009	46	71
Average	0.1506%	0.000004125	\$14,510,946,133.97	1.00009	50	79

TEXPOOL PRIME

January 2013

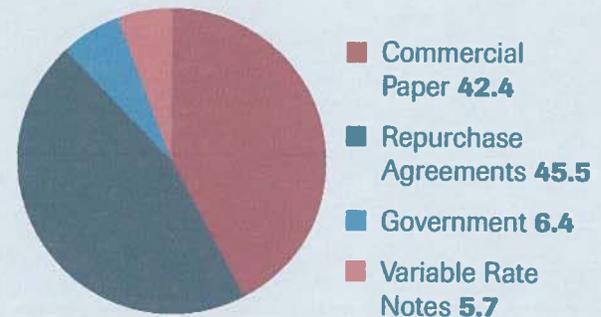
Portfolio by Maturity (%)

As of December 31, 2012



Portfolio by Type of Investment (%)

As of December 31, 2012



PORTFOLIO ASSET SUMMARY AS OF DECEMBER 31, 2012

	Book Value	Market Value
Uninvested Balance	\$747.59	\$747.59
Accrual of Interest Income	430,915.27	430,915.27
Interest and Management Fees Payable	-156,978.90	-156,978.90
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	529.55	529.55
Repurchase Agreements	549,239,000.00	549,239,000.00
Commercial Paper	512,240,655.04	512,281,290.17
Bank Instruments	0.00	0.00
Mutual Fund Investments	0.00	0.00
Government Securities	96,788,034.69	96,804,595.00
Variable Rate Notes	49,500,000.00	49,500,825.00
Total	\$1,208,042,903.24	\$1,208,100,923.68

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool Prime. The assets of TexPool Prime are the only source of payments to the Participants. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

PARTICIPANT SUMMARY

	Number of Participants	Balance
School District	71	\$571,241,624.41
Higher Education	8	\$47,588,228.97
Healthcare	7	\$11,543,878.08
Utility District	5	\$47,414,723.73
City	28	\$112,961,812.76
County	18	\$212,462,156.74
Other	16	\$204,829,992.64

TEXPOOL PRIME

DAILY SUMMARY

Date	Money Mkt. Fund Equiv. (SEC Std.)	Daily Allocation Factor	TexPool Prime Invested Balance	Market Value Per Share	WAM Days (1)	WAM Days (2)
12/01	0.1820%	0.000004987	\$985,660,050.24	1.00002	49	61
12/02	0.1820%	0.000004987	\$985,660,050.24	1.00002	49	61
12/03	0.1770%	0.000004850	\$994,658,973.07	1.00002	52	63
12/04	0.1752%	0.000004801	\$1,008,155,649.81	1.00002	50	62
12/05	0.1831%	0.000005016	\$1,027,165,560.87	1.00002	49	61
12/06	0.1882%	0.000005157	\$1,034,612,368.06	1.00002	49	60
12/07	0.1848%	0.000005062	\$1,033,649,246.21	1.00002	49	61
12/08	0.1848%	0.000005062	\$1,033,649,246.21	1.00002	49	61
12/09	0.1848%	0.000005062	\$1,033,649,246.21	1.00002	49	61
12/10	0.1571%	0.000004303	\$1,038,731,317.88	1.00003	48	59
12/11	0.1704%	0.000004668	\$1,043,416,943.17	1.00003	50	60
12/12	0.1627%	0.000004457	\$1,151,815,795.52	1.00003	46	56
12/13	0.1711%	0.000004688	\$1,160,247,566.11	1.00002	47	57
12/14	0.1696%	0.000004647	\$1,085,590,020.45	1.00004	56	67
12/15	0.1696%	0.000004647	\$1,085,590,020.45	1.00004	56	67
12/16	0.1696%	0.000004647	\$1,085,590,020.45	1.00004	56	67
12/17	0.1691%	0.000004632	\$1,087,453,445.74	1.00005	54	65
12/18	0.1705%	0.000004671	\$1,145,358,326.30	1.00004	51	61
12/19	0.1609%	0.000004408	\$1,154,303,716.48	1.00004	50	60
12/20	0.1621%	0.000004440	\$1,131,849,050.27	1.00004	54	63
12/21	0.1651%	0.000004522	\$1,122,843,670.17	1.00003	59	68
12/22	0.1651%	0.000004522	\$1,122,843,670.17	1.00003	59	68
12/23	0.1651%	0.000004522	\$1,122,843,670.17	1.00003	59	68
12/24	0.1650%	0.000004521	\$1,125,484,163.98	1.00003	56	66
12/25	0.1650%	0.000004521	\$1,125,484,163.98	1.00003	56	66
12/26	0.1674%	0.000004585	\$1,140,604,383.06	1.00005	54	63
12/27	0.1574%	0.000004313	\$1,152,115,997.25	1.00005	53	62
12/28	0.1606%	0.000004401	\$1,189,352,084.28	1.00004	52	60
12/29	0.1606%	0.000004401	\$1,189,352,084.28	1.00004	52	60
12/30	0.1606%	0.000004401	\$1,189,352,084.28	1.00004	52	60
12/31	0.1660%	0.000004547	\$1,208,042,903.24	1.00005	49	58
Average	0.1701%	0.000004660	\$1,096,616,951.25	1.00003	52	62

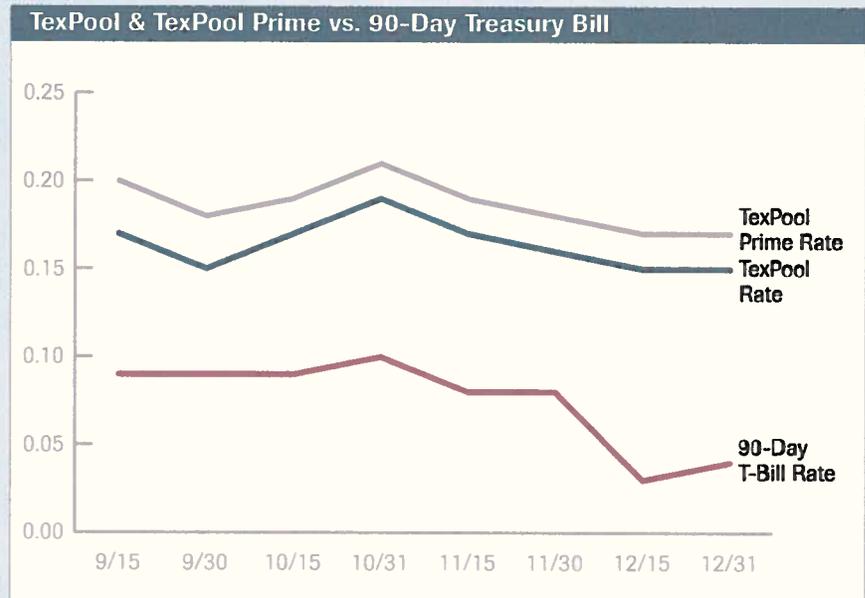
TEXPOOL

Participant Services
1001 Texas Ave. 14th Floor
Houston, TX 77002

(continued from page 1)

banks. While some action may take place to revive the protections, if only for smaller banks, we're still looking at lower rates in the first quarter.

Short-term rates last month provided a pleasant surprise in that they remained fairly firm. Overnight rates had been expected to drop down into the low teens or even single digits, simply because of all the additional purchases by the Fed, but in fact we haven't seen that. At the beginning of December, overnight rates were hovering at 20-22 basis points, and closed the month in the 18-20 basis point range, which is, all things considered, a very slight change. Treasuries have gotten more expensive, a function of younger people seeking out the safety of the government market, and not knowing what to expect over year end from a credit perspective, with the fiscal cliff continuing to hover over the economy.



90-Day Treasury Bill is a short-term debt instrument backed by the national government. These are used to collect immediate cash to meet outstanding obligations.

Any private investor can invest in a Treasury bill. The 90-Day Treasury Bill is a weighted average rate of the weekly auctions of 90-Day Treasury Bills.



**CITY
OF
SEABROOK**

**AGENDA
BRIEFING**

Date of Meeting: TUESDAY, FEBRUARY 19, 2013

Submitter/Requestor: Sean Landis

Date Submitted: 2/11/2013 8:23:04 AM

Presenter: Sean Landis

Description/Subject:

Monthly building report for January, 2013.

Purpose/Need: Administration Issue

Background/Issue(What prompted this need):

N/A

Impacted Parties(Expected/Notified): N/A

Miscellaneous Comments:

6 New Residential Permits issued for the month of January \$1,099,308.
0 New Commercial Permits issued for the month of January.

Attachments:

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

Fire Inspections

Building Report

**Fiscal
Impact:**

Budgeted

No

Finance Officer Review:

Budget Amendment Required

No

Future/Ongoing Impact

No

Budget Dept/Line Item Number

Funding Comments:

N/A

Where on the agenda should this item be placed?

Consent Agenda

Suggested Motion:

N/A

Agenda Language:

Approve the January 2013 Building Report. (Landis)

City Manager Review:

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

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

SVFD

Inspections by Occupancy

Date Completed Between {01/01/2013} And
{01/31/2013}

MEYER1105 ATLANTIS FOUNDATION
1105 N Meyer RD
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
01/25/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

HIALEAH1908 Alpha Montessori
1908 Hialeah DR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
01/11/2013		205 Re-Inspection	0.00	
Total Activities for Occupancy: 1			0.00	

SECOND1509 Art Consortium
1509 2nd (Second) ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
01/04/2013		205 Re-Inspection	0.00	
01/14/2013		205 Re-Inspection	0.00	
Total Activities for Occupancy: 2			0.00	

BAYPORT3110 Bay Area Body Shop
3110 Bayport Blvd (SH 146)
PO Box 909
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
01/04/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

SVFD

Inspections by Occupancy

Date Completed Between {01/01/2013} And
{01/31/2013}

TWIS01 Bayou City Metro Farms
910 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
01/11/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

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

Date	Time	Type	Staff Hrs	Fee
01/11/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

SHIPYARD1900 Blue Marlin Fuel Dock
1900 Shipyard DR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
01/22/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

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

Date	Time	Type	Staff Hrs	Fee
01/04/2013		205 Re-Inspection	0.00	
Total Activities for Occupancy: 1			0.00	

SVFD

Inspections by Occupancy

Date Completed Between {01/01/2013} And
{01/31/2013}

BAYPORT3018 COASTAL STORAGE
3018 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
01/04/2013	200	INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

WATERFRONT40 Captain Wick's (Not in Business)
400 Waterfront DR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
01/11/2013	200	INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

NASA3146 Cellular Sales of Knoxville
3146 NASA PKWY
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
01/22/2013	205	Re-Inspection	0.00	
Total Activities for Occupancy: 1			0.00	

NASA3659A Cock & Bull
3659 NASA PKWY
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
01/25/2013	200	INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

SVFD

Inspections by Occupancy

Date Completed Between {01/01/2013} And
{01/31/2013}

LARRABEE1914 Crew Quarters Apartments
1914 Larrabee ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
01/22/2013		800 CONSULTATION - General	0.00	
Total Activities for Occupancy: 1			0.00	

NASA2320 Di Amici
2300 NASA PKWY
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
01/22/2013		205 Re-Inspection	0.00	
Total Activities for Occupancy: 1			0.00	

MEYER2400 EVELYNN MEADOR LIBRARY
2400 N Meyer RD
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
01/22/2013		205 Re-Inspection	0.00	
Total Activities for Occupancy: 1			0.00	

RED EXCELSIOR ACADEMY
2600 Red Bluff RD
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
01/22/2013		205 Re-Inspection	0.00	
Total Activities for Occupancy: 1			0.00	

SVFD

Inspections by Occupancy

Date Completed Between {01/01/2013} And
{01/31/2013}

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

Date	Time	Type	Staff Hrs	Fee
01/25/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

3659FNASA GULF COAST CHIROPRACTIC
3659F NASA PKWY
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
01/04/2013		205 Re-Inspection	0.00	
Total Activities for Occupancy: 1			0.00	

WATERFRONT51 Golden Seafood
511 Waterfront DR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
01/11/2013		205 Re-Inspection	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT2304- Hill's Liquor
2304 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
01/22/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

SVFD

Inspections by Occupancy

Date Completed Between {01/01/2013} And
{01/31/2013}

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

Date	Time	Type	Staff Hrs	Fee
01/11/2013	200	INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

NASA2611 Knothhead's
2611 Nasa Pkwy
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
01/25/2013	200	INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

ELMAR1905 Kroger
1905 El Mar LANE
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
01/25/2013	205	Re-Inspection	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT2119 Laredo's
2113 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
01/22/2013	200	INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

SVFD

Inspections by Occupancy

Date Completed Between {01/01/2013} And
{01/31/2013}

BAYPORT1400 MARBURGER'S SPORTING GOODS
1400 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
01/04/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

NASA3136 C Maribell's
3136 NASA PKWY
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
01/25/2013		205 Re-Inspection	0.00	
Total Activities for Occupancy: 1			0.00	

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

Date	Time	Type	Staff Hrs	Fee
01/25/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT2013 PSYCHIC CARD READING
2013 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
01/04/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

SVFD

Inspections by Occupancy

Date Completed Between {01/01/2013} And
{01/31/2013}PELI01 Pelican Point Plaza
1717 2nd (Second) ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
01/11/2013	200	INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

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

Date	Time	Type	Staff Hrs	Fee
01/11/2013	200	INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

NASA2234 Royal Meditteranean Food
2234 NASA PKWY
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
01/15/2013	821	CONSULTATION - Fire Alarm	0.00	
Total Activities for Occupancy: 1			0.00	

NASA3620 SEABROOK CHILDREN ACADEMY
3620 NASA PKWY
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
01/17/2013	800	CONSULTATION - General	0.00	
01/22/2013	200	INSPECTION - General	0.00	
Total Activities for Occupancy: 2			0.00	

SVFD

Inspections by Occupancy

Date Completed Between {01/01/2013} And
{01/31/2013}

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

Date	Time	Type	Staff Hrs	Fee
01/04/2013		822 CONSULTATION - Sprinkler System	0.00	
01/08/2013		822 CONSULTATION - Sprinkler System	0.00	
Total Activities for Occupancy: 2			0.00	

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

Date	Time	Type	Staff Hrs	Fee
01/11/2013		200 INSPECTION - General	0.00	
01/14/2013		800 CONSULTATION - General	0.00	
Total Activities for Occupancy: 2			0.00	

NASA3134#B Sky High
3134 NASA PKWY
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
01/22/2013		205 Re-Inspection	0.00	
Total Activities for Occupancy: 1			0.00	

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

Date	Time	Type	Staff Hrs	Fee
01/25/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

SVFD

Inspections by Occupancy

Date Completed Between {01/01/2013} And
{01/31/2013}

BAYPORT2004 Tigers Den
 2004 Bayport Blvd (SH 146)
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
01/11/2013		740 INVESTIGATION - False Alarm	0.00	
Total Activities for Occupancy: 1			0.00	

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

Date	Time	Type	Staff Hrs	Fee
01/11/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

NASA3713 VILLA CAPRI
 3713 NASA PKWY
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
01/22/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

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

Date	Time	Type	Staff Hrs	Fee
01/11/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

SVFD

Inspections by Occupancy

Date Completed Between {01/01/2013} And
{01/31/2013}

NASA3150 Verizon Wireless
3150 NASA PKWY
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
01/22/2013		205 Re-Inspection	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT2626 Volvo Rentals
2626 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
01/11/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT1902 WALGREEN'S
1902 Bayport Blvd (SH 146)
Seabrook, TX 77586

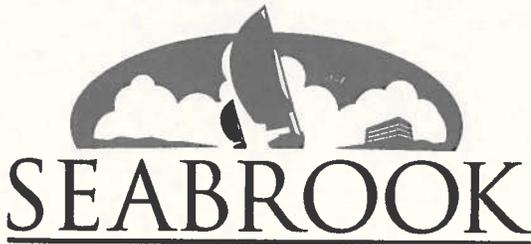
Date	Time	Type	Staff Hrs	Fee
01/22/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

Grand Total Activities: 47

Grand Totals: 0.00 0.00

**Building Department Statistics
JANUARY 2013**

PERMIT TYPES	# ISSUED	VALUATION	FEEES PAID
New Residential	5	\$1,097,808.96	\$6,210.00
Building Additions	8	\$147,995.00	\$1,699.50
New Commercial	0	\$0.00	\$0.00
Commercial Additions	1	\$4,400.00	\$55.00
New City	0	\$0.00	\$0.00
City Additions	0	\$0.00	\$0.00
Electrical	11	\$27,250.00	\$1,362.30
Fill	1	\$1,000.00	\$100.00
Irrigation	0	\$0.00	\$0.00
Mechanical	10	\$61,658.39	\$1,580.00
Plumbing	13	\$31,950.00	\$722.50
Sign	1	\$6,000.00	\$240.00
Demolition	0	\$0.00	\$0.00
Fire/Sprinkler	1	\$57,000.00	\$870.00
Miscellaneous	7	\$28,400.00	\$597.50
TOTALS	58	\$1,463,462.35	\$13,436.80



*CITY
OF
SEABROOK*

Date of Meeting: February 19, 2013

Submitter/Requestor: Chief Nona Holomon

Date Submitted: Feb. 11, 2013

Presenter: Chief Nona Holomon

Description/Subject: Public Safety Activity Report for January 2013

Purpose/Need: Policy Issue Administrative Issue: Public Safety Department's (Police, Fire, CLEMC and Animal Control) will show accountability through statistical data.

Background/Issue (What prompted this need?): Mayor and City Council request the Seabrook Police Department to present a monthly activity report for review. In an effort to show activity from all other public safety entities we will combine our reports and submit for review.

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

Attachments: Copy of reports. (Charts and graphs)

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: n/a

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

Suggested Motion: Make a motion to accept report.

Agenda Briefing Form
Page 2

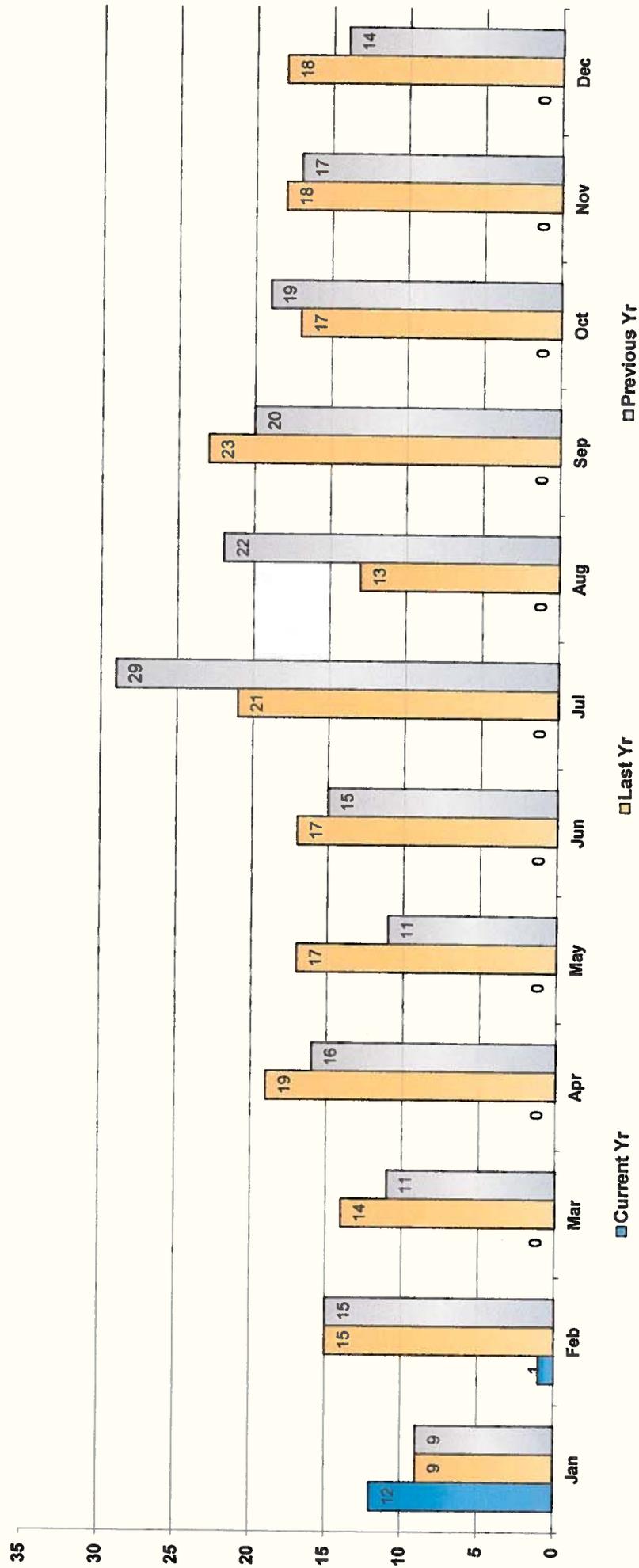
Sent to City Attorney for review _____
(City Attorney should review all ordinances, resolutions, contracts and executive session items.)

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.

**Seabrook Police Department
ALL PART-I OFFENSES
As Of February 11, 2013**

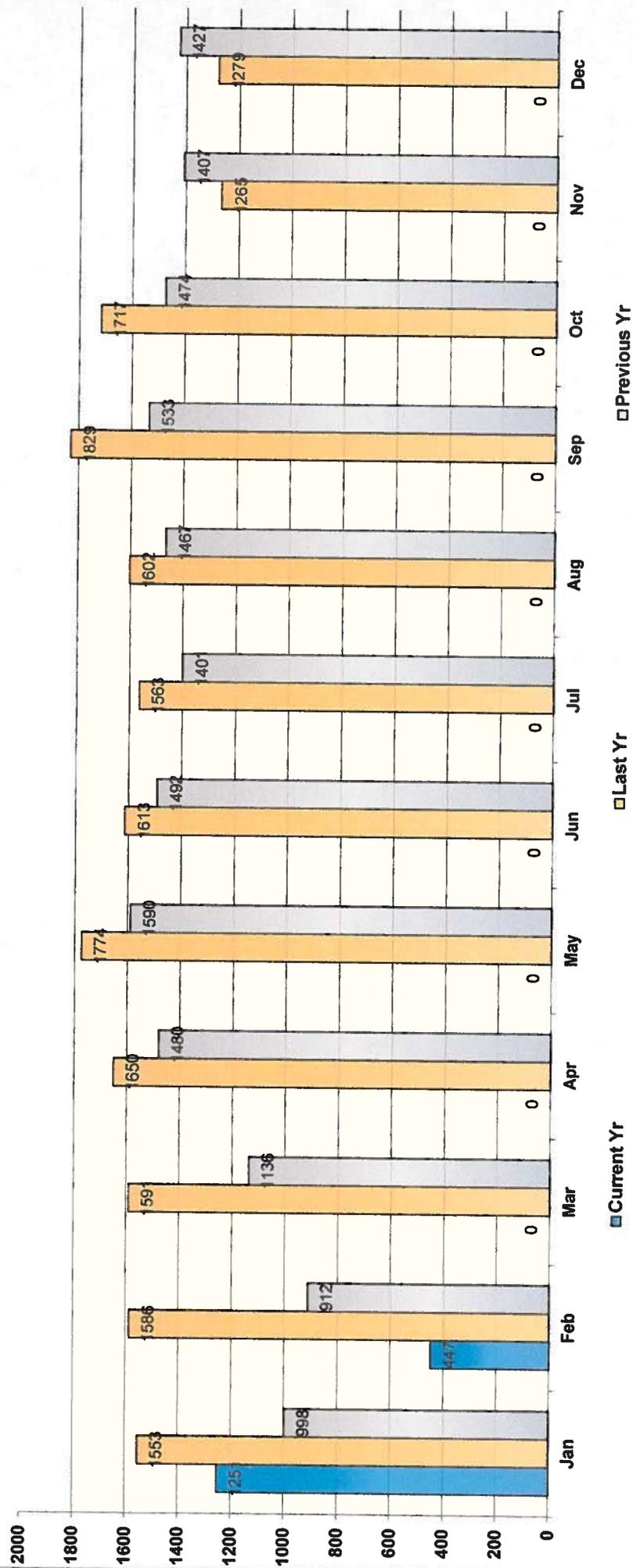


Previous Yr

Last Yr

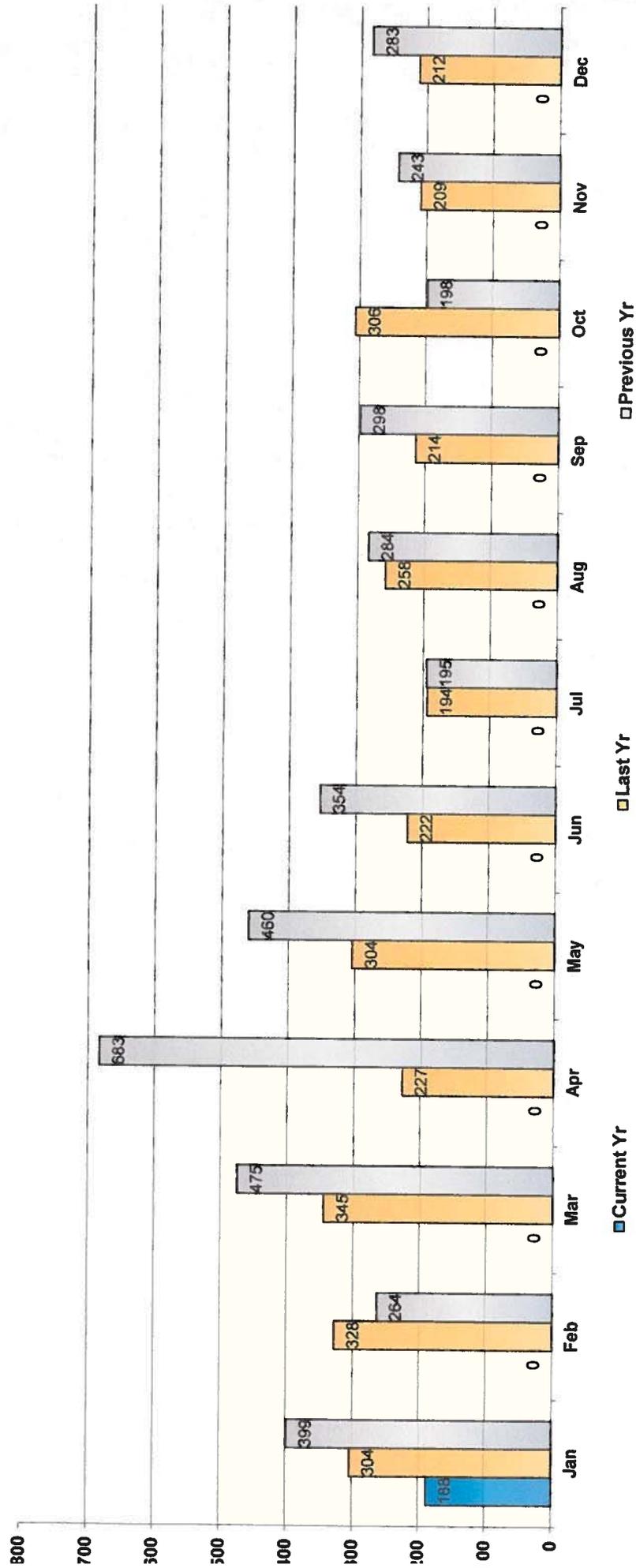
Current Yr

**Seabrook Police Department
Total Calls-For-Service
As Of February 11, 2013**

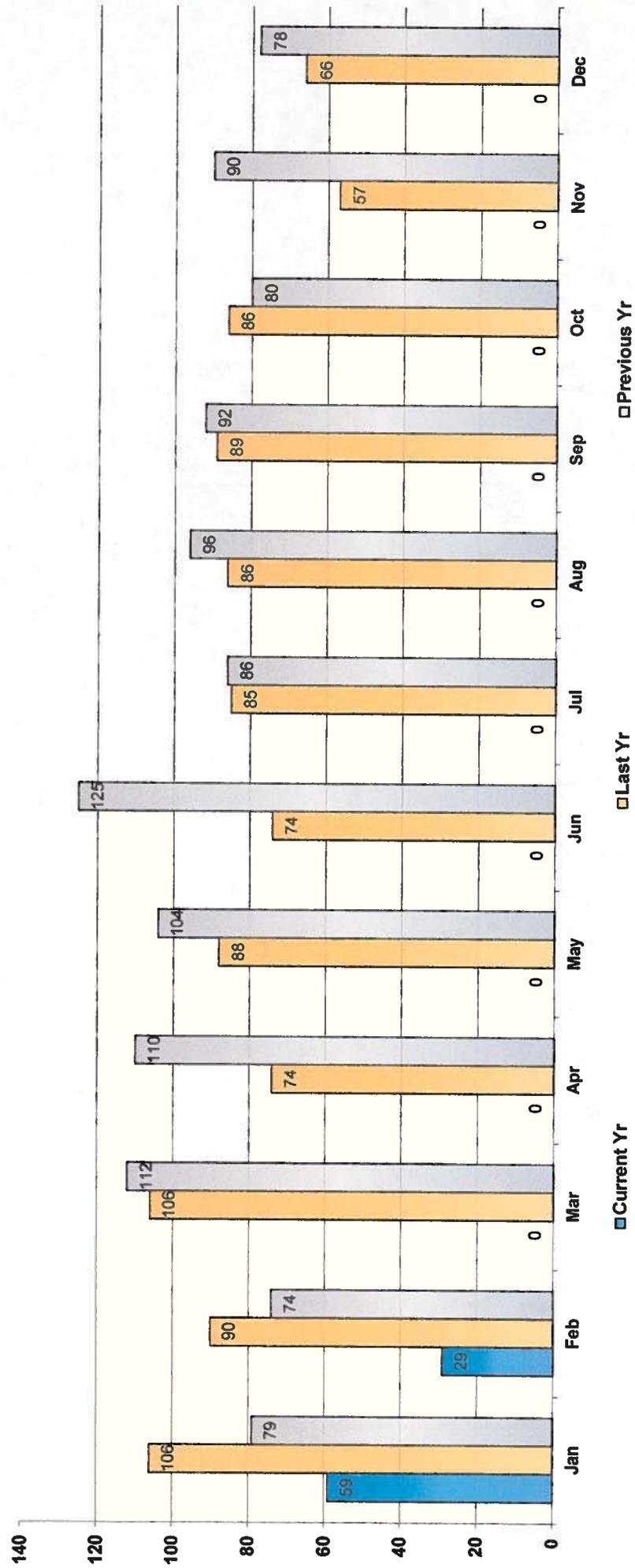


■ Current Yr ■ Previous Yr

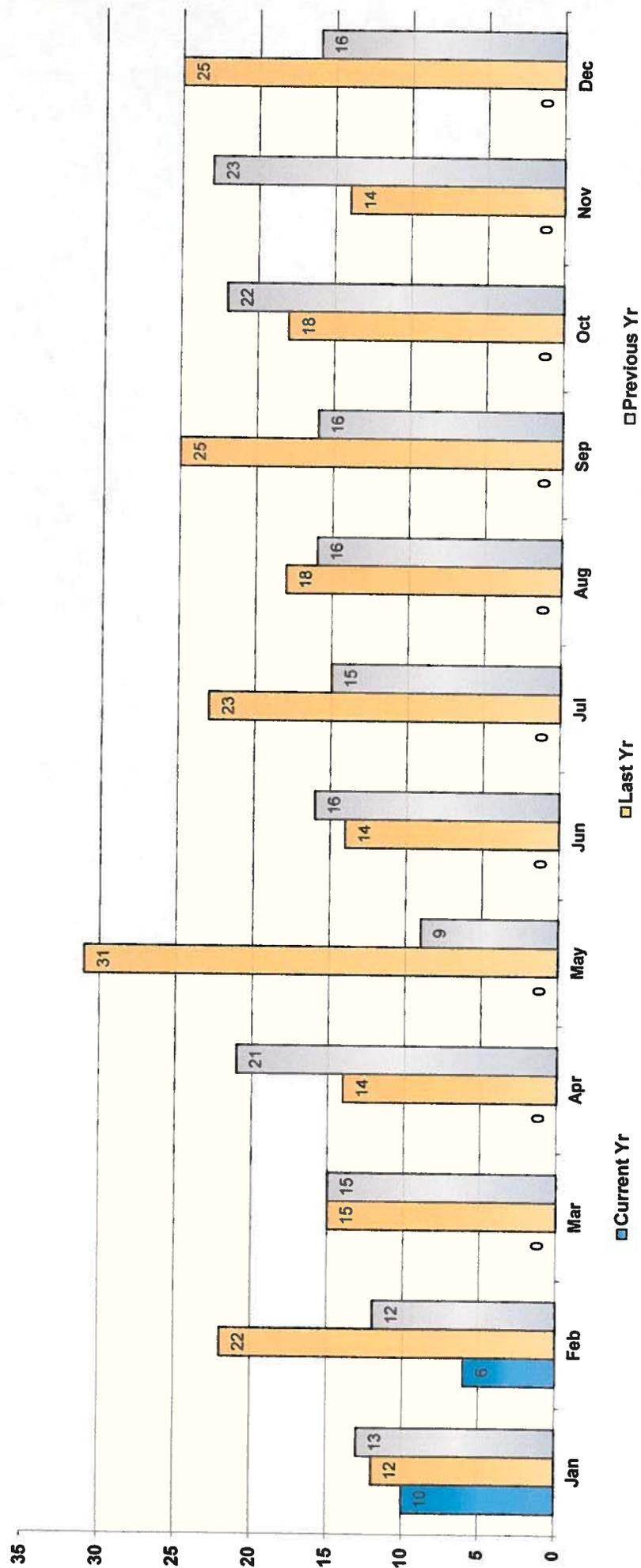
**Seabrook Police Department
Traffic Stops
As Of February 11, 2013**



**Seabrook Police Department
Total Arrests
As Of February 11, 2013**



**Seabrook Police Department
Total Accidents
As Of February 11, 2013**



SEABROOK POLICE DEPARTMENT

DETECTIVE ACTIVITY REPORT

1/1/2013 Through 1/31/2013

Selected Investigators	Previously Assigned Cases Carried Over (Active / Pending)	Cases Assigned This Period	Case Status Change This Period										Stolen Property Recovered (Value)	Supplements Submitted			
			Cleared Exceptionally	Cleared By Arrest / Charges	Cleared				Total Cases Cleared	% Of Assigned Cases Cleared	Inactivated				Closed/Unf.		Active/Warrant/Pending Cases Continuing
					Class-C Filed	Class-A/B Filed	Felonies Filed	Total Charges Filed			Total Cases Cleared	% Of Assigned Cases Suspended / Open Not Active			Total Cases Suspended	Total Cases Closed or Unfounded	
Department Totals:	162	58	6	2	6	19	5	30	8	13.8%	2	3.4%	38	65.5%	171	\$1,240	108
Sel. Investigator's Totals:	115	37	6	2	5	8	0	13	8	21.6%	2	5.4%	17	45.9%	124	\$1,240	96
Sel. Investigator's Avg:	23.0	7.4	1.2	0.4	1.0	1.6	0.0	2.6	1.6	21.6%	0.4	5.4%	3.4	45.9%	24.8	\$248	19.2
Imbrie, David	10	12	2	0	3	3	0	6	2	16.7%	0	0.0%	3	25.0%	16	\$0	28
Morris, Clinton	43	10	2	0	1	2	0	3	2	20.0%	1	10.0%	10	100.0%	40	\$0	20
Breeding, Ross	19	7	1	1	0	0	0	0	2	28.6%	0	0.0%	3	42.9%	21	\$740	33
Pickell, Michael	9	1	0	0	1	2	0	3	0	0.0%	0	0.0%	0	0.0%	10	\$0	0
Warner, Robert	34	7	1	1	0	1	0	1	2	28.6%	1	14.3%	1	14.3%	37	\$500	15

**CITY OF SEABROOK TEXAS
MONTHLY HUMANE OFFICER REPORT
MONTH OF January 2013**

	THIS MONTH	THIS MONTH LAST YEAR	YEAR TO DATE	YEAR TO DATE LAST YEAR
Dogs and Cats Picked Up	16	20	74	87
Wildlife: Deceased & Alive	08	16	26	63
Animals Adopted Out	02	03	16	09
Animals Returned to Owners From Shelter	04	04	14	13
Animals Returned to Owners on the Street	04	00	26	11
Animals Destroyed	03	14	19	48
Rabid Animals Verified	00	00	00	00
Complaints Received by Residents	99	48	309	336
Revenue: Pound Fees & ID Tags	\$61.00	\$189.00	\$345.00	\$439.00
Animal Bites Reported	00	00	00	00
Citations Issued	03	14	11	56

Humane Officer D.MARSHALL

CLEMC REPORT
Seabrook Stats Report JAN13

	Nov-12	Dec-12	Jan-13	3 Month Total
Allergic Reaction	0	0	0	0
Assist by EMS	1	5	1	7
Attempted Suicide	2	3	2	7
Breathing problems	4	4	0	8
Choking	1	0	1	2
CPR	0	1	0	1
CVA	1	2	3	6
Death Investigation	0	0	0	0
Diabetic	2	3	3	8
Drowning	0	0	0	0
Heart problems/pain	5	8	7	20
Injured person	16	19	14	49
Major Accident	0	2	1	3
Medical Alert Alarm	0	1	1	2
OB Baby Call	0	0	0	0
Overdose	2	2	2	6
Seizure	2	2	3	7
Sick Call	14	10	12	36
Trauma Gunshot/Stabbing	0	0	0	0
fire stand-by	0	0	0	0
Unconscious	5	2	3	10
Total	55	64	53	172

Response Time

4Min50Sec

4Min53Sec

45Min48Sec

Average Response Time
4Min51Sec

Last year same time period

	Nov-11	Dec-11	Jan-12	3 Month Total
Allergic Reaction	2	0		2
Assist by EMS	1	1	1	3
Attempted Suicide	0	3	1	4
Breathing problems	2	5	2	9
Choking	0	0	0	0
CPR	0	0	0	0
CVA	0	0	1	1
Death Investigation	0	0	0	0
Diabetic	0	3	5	8
Drowning	0	0	0	0
Heart problems/pain	3	3	1	7
Injured person	11	19	18	48
Major Accident	1	0	0	1
Medical Alert Alarm	1	0	0	1
OB Baby Call	0	0	1	1
Overdose	1	2	0	3
Seizure	2	3	0	5
Sick Call	11	12	9	32
Trauma Gunshot/Stabbing	0	0	0	0
fire stand-by	0	0	0	0
Unconscious	1	1	1	3
Total	36	52	40	128

Average Response Time

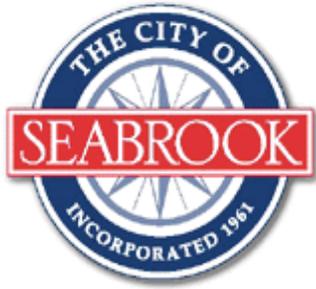
Response Time

4Min42Sec

4Min52Sec

4Min44Sec

4Min46Sec



OF SEABROOK

AGENDA BRIEFING

Date of Meeting: 02/05/2013

Submitter/Requestor: City of Seabrook

Date Submitted: January 28, 2013

Presenter: Sean Landis

Description/Subject:

Request for an amendment to the Seabrook City Code, Chapter 90, "Traffic and Vehicles," Article III, "Stopping, Standing and Parking," Division I, by adding a new Section 90-70, "Parking Prohibited; Streets, Road Shoulder, Alleys and Driveways."

AN ORDINANCE AMENDING CHAPTER 90 OF THE CODE OF ORDINANCES OF THE CITY OF SEABROOK, ENTITLED "TRAFFIC AND VEHICLES," ARTICLE III, "STOPPING, STANDING, AND PARKING," DIVISION 1, "GENERALLY," BY ADDING A NEW SECTION 90-70 ENTITLED, "PARKING PROHIBITED; STREETS, ALLEYS AND DRIVEWAYS," PROVIDING FOR A PENALTY IN AN AMOUNT OF NOT MORE THAN TWO HUNDRED DOLLARS (\$200.00), OR THE MAXIMUM AMOUNT PERMITTED BY LAW FOR VIOLATION OF ANY PROVISIONS HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR NOTICE.

Purpose/Need: Policy Issue Administrative Issue

Recently citizens of the Wildwood Subdivision file complaints relating to individuals parking on the grass, within the city right-of-way, next to an improved city street. City Council requested that staff create a committee to discuss and possibly find a resolution to the problem.

On the 2nd of July, 2012 City Staff met with Wildwood Association members to discuss the issues. The group concluded that a public meeting be scheduled to receive input from the entire subdivision.

On the 29th of August, 2012 representatives from City Staff and Wildwood Association held a public meeting with the residents of the Wildwood Subdivision (Mayor Royal was in attendance). It was concluded by majority that the Association should continue to work with City Staff to address the parking issues.

On the 17th of October, 2012 City Staff members Sean Landis and Jeff Galyean attended the Wildwood Civic Club Meeting. It was concluded that the following ordinance language be drafted for City Council consideration:

“Sec. 90-70. Parking Prohibited; Streets, Alleys and Driveways.

(A.) No person shall stop, stand, or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with law or the directions of a police officer or traffic-control device, in any of the following places:

(1) In a front yard, which for purposed herein refers to, means and includes an improved single-family or duplex lot, which:

(a) For the purposes of an interior lot, includes:

(i) the area bounded by the front and side property lines of the lot and an imaginary line coinciding with and parallel to the front building wall of the residential structure extending to the side property lines; and

(ii) the area extending the entire width of the lot between the front property line of the lot and the curb line or five feet (5') from the edge of the adjacent street if without curbs; or

(b) For the purposes of a corner lot, includes:

(i) The area described in subsection (a) of this definition; and

(ii) The area of the lot bounded by the front property line, the side property line, which is adjacent to the street, the back property line and an imaginary line coinciding with and parallel to the side building wall nearest the street of the residential structure extending to the front and rear property lines; and

(iii) The area extending the entire depth of the lot between the side property line of the lot nearest the curb and the curb line or five feet (5') from the edge of the adjacent street if without curbs. A corner lot shall be treated as having two front yards.

(c) It is an exception to the prohibition in subsection (A)(1) of this section if all wheels of the vehicle, parked in the front yard are on an “improved surface”.

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

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

(2) In front of a public or private driveway;

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.

(3) Within an intersection;

(4) Within fifteen (15) feet of a fire hydrant;

(5) On a crosswalk; or

(6) Alongside or opposite any street excavation or obstruction, when stopping, standing or parking would obstruct traffic.

(B.) No person shall park any vehicle upon a street or alley in such a manner or under such conditions as to leave available less than ten (10) feet of the width of the roadway for free movement of vehicular traffic.

(C.) In any prosecution charging a violation of any law or regulation governing the standing or parking of a vehicle, proof that the particular vehicle described in the complaint was parked in violation of any such law or regulation, together with proof that the defendant named in the complaint was, at the time of such parking, the registered owner of such vehicle shall constitute in evidence a prima facie presumption that the registered owner of such vehicle was the person who parked or placed such vehicle at the point where and for the time during which such violation occurred.

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

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

Background/Issue (What prompted this need?):

Impacted Parties (Expected/Notified):

City at Large

Recommended Action:

Approval

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

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.

**ORDINANCE NO. 2013- 01
PROHIBITED PARKING**

AN ORDINANCE AMENDING CHAPTER 90 OF THE CODE OF ORDINANCES OF THE CITY OF SEABROOK, ENTITLED "TRAFFIC AND VEHICLES," ARTICLE III, "STOPPING, STANDING, AND PARKING," DIVISION 1, "GENERALLY," BY ADDING A NEW SECTION 90-70 ENTITLED, "PARKING PROHIBITED; STREETS, ALLEYS AND DRIVEWAYS," PROVIDING FOR A PENALTY IN AN AMOUNT OF NOT MORE THAN TWO HUNDRED DOLLARS (\$200.00),OR THE MAXIMUM AMOUNT PERMITTED BY LAW FOR VIOLATION OF ANY PROVISIONS HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR NOTICE.

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

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

WHEREAS, in the interest of public safety City Council has determined it necessary to regulate the parking of vehicles in the front yard areas of single-family or duplex residential properties to preserve the property values and aesthetics of neighborhoods, prevent damage to underground utility facilities and to mitigate or lessen the environmental effect of contamination caused by the leakage of automobile or other fuels, petroleum products or other harmful chemicals from vehicles;

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

SECTION 1. FINDINGS OF FACT.

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

SECTION 2. AMENDMENT TO THE CODE.

That Chapter 90 entitled, "Traffic and Vehicles," Article III, "Stopping, Standing, and Parking," Division 1, "Generally" be amended by adding a new section 90-70 entitled, "Parking Prohibited; Streets, Road Shoulder, Sidewalks, Alleys and Driveways," as follows:

47 **“Sec. 90-70. Parking Prohibited; Streets, Alleys and Driveways.**
48

49 **(A.) No person shall stop, stand, or park a vehicle, except when necessary to avoid**
50 **conflict with other traffic or in compliance with law or the directions of a police officer or**
51 **traffic-control device, in any of the following places:**
52

53 **(1) In a front yard, which for purposes herein refers to, means and includes**
54 **an improved single-family or duplex lot, which:**

55 **(a) For the purposes of an interior lot, includes:**

56 **(i) the area bounded by the front and side property lines of the lot**
57 **and an imaginary line coinciding with and parallel to the front building**
58 **wall of the residential structure extending to the side property lines; and**

59 **(ii) the area extending the entire width of the lot between the front**
60 **property line of the lot and the curb line or five feet (5') from the edge of**
61 **the adjacent street if without curbs; or**
62

63 **(b) For the purposes of a corner lot, includes:**

64 **(i) The area described in subsection (a) of this definition; and**

65 **(ii) The area of the lot bounded by the front property line, the side**
66 **property line, which is adjacent to the street, the back property line and**
67 **an imaginary line coinciding with and parallel to the side building wall**
68 **nearest the street of the residential structure extending to the front and**
69 **rear property lines; and**

70 **(iii) The area extending the entire depth of the lot between the side**
71 **property line of the lot nearest the curb and the curb line or five feet (5')**
72 **from the edge of the adjacent street if without curbs. A corner lot shall be**
73 **treated as having two front yards.**
74

75 **(c) It is an exception to the prohibition in subsection (A)(1) of this section**
76 **if all wheels of the vehicle, parked in the front yard are on an “improved**
77 **surface”.**
78

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

84 **Driveway means the permitted area of a lot constructed, improved,**
85 **maintained and used for the primary purpose of vehicular access to a**
86 **single-family or duplex residence from a public street or the permitted**
87 **parking of vehicles at such residence in compliance with this Code.**
88

89 **(2) In front of a public or private driveway;**
90

91 **(3) Within an intersection;**

92
93 **(4) Within fifteen (15) feet of a fire hydrant;**

94
95 **(5) On a crosswalk; or**

96
97 **(6) Alongside or opposite any street excavation or obstruction, when stopping,**
98 **standing or parking would obstruct traffic.**

99
100 **(B.) No person shall park any vehicle upon a street or alley in such a manner or under**
101 **such conditions as to leave available less than ten (10) feet of the width of the roadway for**
102 **free movement of vehicular traffic.**

103
104 **(C.) In any prosecution charging a violation of any law or regulation governing the**
105 **standing or parking of a vehicle, proof that the particular vehicle described in the**
106 **complaint was parked in violation of any such law or regulation, together with proof that**
107 **the defendant named in the complaint was, at the time of such parking, the registered**
108 **owner of such vehicle shall constitute in evidence a prima facie presumption that the**
109 **registered owner of such vehicle was the person who parked or placed such vehicle at the**
110 **point where and for the time during which such violation occurred.**

111
112 **(D.) It shall not be a defense to prosecution under this section that signs have not been**
113 **posted, notice having been provided by publication.**

114
115 **(E.) The elements of the various offenses and definitions relating thereto that are set**
116 **forth in the Texas Transportation Code, and any other state statutes, articles or codes**
117 **relating to the parking, standing or stopping of vehicles, including amendments thereto,**
118 **are adopted as a part of this chapter by reference. Violations of any of the aforesaid**
119 **provisions that are adopted by reference shall also constitute city ordinance violations as**
120 **provided by this Code.”**

121
122
123 **SECTION 3. PENALTY CLAUSE; INCLUSION INTO THE CODE.**

124
125 This Ordinance is hereby incorporated into and made a part of the Seabrook City Code.
126 Any person who shall violate any provision of this Ordinance shall be deemed guilty of a
127 misdemeanor and, upon conviction, shall be fined in an amount not more than Two Hundred
128 Dollars (\$200.00) per offense, or the maximum amount allowed by law. Each day of violation
129 shall constitute a separate offense.

135 **SECTION 4. REPEAL OF CONFLICTING ORDINANCES.**

136

137

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

139

140

141 **SECTION 5. SEVERABILITY.**

142

143

144

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

146

147

148

149

150

151

152

SECTION 6. NOTICE BY PUBLICATION

153

154

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

155

156

157

158

PASSED AND APPROVED on first reading this 5th day of February 2013.

160

161

162

PASSED AND APPROVED on second and final reading this 19th day of February, 2013.

163

164

165

166

By: _____

Glenn R. Royal, Mayor

167

168

169

170

ATTEST:

171

172

173

174

By: _____

175

Michele L. Glaser, TRMC

176

City Secretary

177

178

Ordinance No. 2013-01
Page 5

179 Approved as to form:

180

181

182

183

184

Steven L. Weathered

185 City Attorney

186

Revised01/12

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

Date of Application: 2-12-13 Name of Applicant: Donald E Holbrook

Full Address of Applicant: 1113 West Flamingo

Day Time Phon _____ Night time phone () _____

e-mail address: _____

Name of Organization, Firm or Corporation on whose behalf this application is made:
River Shakes, Bays 'N Bayous Trash Bash

Address of Organization (if different from above): Trash Bash P.O. Box 58405

City Houston State Texas Zip Code 77258

Phone Number of Organization (if different from above): 281-486-9500 ()

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

Requested Date(s) and Times of the Event:
Saturday March 23 7am - 2pm

Location of the Event: Under Seabrook bridge

Will any portion of this event be held on city property? If so, where?
along 2nd St, Pine Gully Park, Mender Park and Water front Area

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

Give a brief description of the event: Yearly Clean up Waterways & Parks

Estimated No. of Workers 25 Estimated No. of Attendees 500

Will the event be held in a parking area? Yes. If so, how many parking spaces will be temporarily lost? all except for 6 spaces for boat trailers

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

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

Will admission be charged for this event? No

Special Events Application
Revised 01/12
Page 2

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

Number of signs for this event 6 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): _____

Estimated number and kind of animals to be used: _____

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

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

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

Nona Holomon
Print name

2/11/13
Date Approved

Police Department Representative

Nona Holomon
Signature
Police Department Representative

Comments: _____

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

- completed applications form including approval by the Seabrook Police Department.
- If the event is to be held on city property, an additional application for the use of city facilities.
- Request Waiver 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.

**Special Events Application
Revised 01/12
Page 3**

4. N/A If event is a parade a deposit fee of _____ is included. Deposits are not waived.

5. to be submitted A certificate of insurance, naming the City of Seabrook as certificate holder. This insurance provides protection of not less than \$100,000 against liability for damages to property and protection of not less than \$100,000 for protection of injury to the death of one person and of not less than \$300,000 for protection against injury to death of two or more persons in a single accident or occurrence. (A sample certificate of insurance is enclosed.)

6. N/A For special events, a site plan is attached as required by the Code of the City of Seabrook, Section 4.07. (See attached excerpt.)

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

Donald E Holbrook
Signature of Applicant

Donald E Holbrook
Printed Name of Applicant

Date Submitted

<u>MZ Gilman</u>	<u>2/11/13</u>	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. By Bridge 2-4x8 4-Yard signs
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____

Seabrook City Council Regular Meeting
Minutes of February 5, 2013
Page 1

1 The City Council of the City of Seabrook met in regular session on Tuesday, February 5, 2013 at
2 7:00 p.m. in Seabrook City Hall, 1700 First Street, Seabrook, Texas to discuss, consider and if
3 appropriate, take action on the items listed below.
4

5 **THOSE PRESENT WERE:**

6 GLENN R. ROYAL	MAYOR
7 ROBERT LLORENTE	COUNCIL PLACE NO. 1
8 MIKE GIANGROSSO – Ex. Abs.	COUNCIL PLACE NO. 2
9 GARY JOHNSON	COUNCIL PLACE NO. 3
10 DON HOLBROOK.	COUNCIL PLACE NO. 4
11 THOM KOLUPSKI	COUNCIL PLACE NO. 5
12 LAURA DAVIS	MAYOR PRO TEM & COUNCIL PLACE NO. 6
13 KELLY TEMPLIN	CITY MANAGER
14 GAYLE COOK	ASSISTANT CITY MANAGER
15 STEVEN L. WEATHERED	CITY ATTORNEY
16 MICHELE L. GLASER	CITY SECRETARY

17
18 Mayor Royal called the meeting to order at 7:00 p.m. and led the audience in the United States and
19 Texas Pledge of Allegiance.
20

21 **1.0 PRESENTATIONS**
22

23 **1.1 Presentation of award to Christmas Boat Parade winner. (Royal) – Not present.**
24

25 **1.2 Presentation of an American flag flown in Afghanistan to the Seabrook Police**
26 **Department. (Dominic Del Rosso of SVFD)**
27

28 Dom Del Rosso presented the flag to the Seabrook Police Department.
29

30 **2.0 PUBLIC COMMENTS AND ANNOUNCEMENTS**
31

32 Joe Pirtle and Jay Banks of Willow Wisp spoke in favor of Ordinance No. 2013-01.
33

34 **2.1 Mayor, City Council and/or members of the city staff may make announcements about**
35 **city/community events. (Council)**
36

37 Council members announced several upcoming events. Mayor Royal announced that Asst.
38 City Secretary Meredith Brant had completed her re-certification.
39

40 **3.0 CONSENT AGENDA**
41

42 **3.1 Approve a special events permit and request for temporary signs for the annual Keels &**
43 **Wheels Concours classic automobile and vintage boat show on May 4 - 5, 2013 at the**
44 **Lakewood Yacht Club. (Applicant)**
45
46

Seabrook City Council Regular Meeting
Minutes of February 5, 2013
Page 2

47 **3.2 Approve a special events permit and a request for temporary signs for the annual**
48 **Seabrook Lucky Trails Marathon on Saturday, March 16 thru Sunday, March 17, 2013.**
49 **The marathon will begin each day at Meador Park and continue along the Seabrook**
50 **trails to Pine Gully Park and back to Meador Park. (Applicant)**

51
52 **3.3 Approve minutes of the City Council meeting of January 22, 2013. (Glaser)**

53
54 3.4 Removed from the Consent Agenda.

55
56 3.5 Removed from the Consent Agenda.

57
58 3.6 Removed from the Consent Agenda.

59
60 **3.7 Consider approval of Clearwire (Crown Castle) equipment modifications to the tower**
61 **facility located at 1700 First Street. Modifications include: 1) replacing existing radio**
62 **equipment; 2) replacing existing coax lines; and 3) adding a junction box. (Templin)**

63
64 Motion was made by Councilor Holbrook and seconded by Councilor Kolupski

65
66 To approve the Consent Agenda with the exception of Items 3.4, 3.5 and 3.6.

67
68 MOTION CARRIES BY UNANIMOUS CONSENT.

69
70 **END OF CONSENT AGENDA**

71
72 **3.4 Approve reappointments of John Dolan and Sue Langgard as regular members of the**
73 **Board of Adjustment and Richard Nguyen as an alternate member, all with 2-year**
74 **terms expiring January 2015. (Council)**

75
76 AND

77
78 **3.5 Approve reappointment of Mike DeHart, Bo Lewis, Dodie Miller and Michael Potts as**
79 **members of the Planning & Zoning Commission for 3-year terms expiring January**
80 **2016. (Council)**

81
82 AND

83 **3.6 Approve reappointment of David Wilkerson and Gene Scott as members of the Ethics**
84 **Review Commission for 2-year terms ending October 2014. (Council)**

85
86 Motion was made by Councilor Holbrook and seconded by Councilor Kolupski

87
88 To approve the reappointments of members listed under Items 3.4, 3.5 and 3.6 but in the
89 future, the city will also advertise openings when re-appointments occur so that new
90 applicants can be considered in addition to current members. Normally, only new applicants
91 will have to complete a new application and appear before Council to be interviewed.
92

93 MOTION CARRIES BY UNANIMOUS CONSENT.
94

95 **4.0 NEW BUSINESS**
96

97 **4.1 Consider first and final reading of Ordinance No. 2013-05, Issuance of General**
98 **Obligation Refunding Bonds Series 2013. (Royal)**
99

100 ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF SEABROOK, TEXAS,
101 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013; AUTHORIZING A
102 PRICING OFFICER TO APPROVE THE AMOUNT, THE INTEREST RATES, PRICE,
103 REDEMPTION PROVISIONS AND TERMS THEREOF AND CERTAIN OTHER
104 PROCEDURES AND PROVISIONS RELATED THERETO; AND CONTAINING OTHER
105 MATTERS RELATED THERETO.
106

107 Ryan O'Hara made a presentation for refinancing bonds at a lower interest rate of
108 approximately 2.4 percent. In addition to the savings with the lower interest rate, he stated
109 that the city could anticipate saving \$50,000 in the cost of issuance for a total savings of
110 approximately \$293,000. He also stated that the refinancing does not extend the life of the
111 bond issue. Mayor Royal stated that this was not a violation of the charter as it concerns the
112 refinancing of bonds already approved by the electorate.
113

114 Motion was made by Councilor Llorente and seconded by Councilor Johnson
115

116 To approve Ordinance No. 2013-05 on first and final reading with the reading of the caption
117 serving as the reading of the ordinance.
118

119 MOTION CARRIES BY UNANIMOUS CONSENT.
120

121 **4.2 Consider first reading of Ordinance No. 2013-01, "Prohibited Parking." (Landis)**
122

123 AN ORDINANCE AMENDING CHAPTER 90 OF THE CODE OF ORDINANCES OF
124 THE CITY OF SEABROOK, ENTITLED "TRAFFIC AND VEHICLES," ARTICLE III,
125 "STOPPING, STANDING, AND PARKING," DIVISION 1, "GENERALLY," BY
126 ADDING A NEW SECTION 90-70 ENTITLED, "PARKING PROHIBITED; STREETS,
127 ALLEYS AND DRIVEWAYS," PROVIDING FOR A PENALTY IN AN AMOUNT OF
128 NOT MORE THAN TWO HUNDRED DOLLARS (\$200.00),OR THE MAXIMUM
129 AMOUNT PERMITTED BY LAW FOR VIOLATION OF ANY PROVISIONS HEREOF
130 BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF
131 ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR
132 SEVERABILITY; AND PROVIDING FOR NOTICE.
133

134 Building Official Sean Landis stated that this ordinance would clarify that parking is not
135 permitted in the front yard. For streets without curbs, parking would be permitted on the
136 shoulder up to five feet from the pavement. Mr. Landis stated that streets without curbs are
137 located primarily on Todville, in Old Seabrook and in Wildwood Subdivision. He also stated
138 that initially warnings would be given and that he would work with applicable Homeowners'

Seabrook City Council Regular Meeting
Minutes of February 5, 2013
Page 4

139 Associations to advertise this ordinance. Mr. Weathered also stated that the ordinance caption
140 would be published upon approval.

141
142 Motion was made by Councilor Holbrook and seconded by Councilor Johnson

143
144 To approve the first reading of Ordinance No. 2013-01 with the reading of the caption serving
145 as the reading of the ordinance.

146
147 MOTION CARRIED BY UNANIMOUS CONSENT.

148
149 **4.3 Consider first and final reading of Ordinance No. 2013-03, "Budget Amendment**
150 **Ordinance for FY 2011/12." (Lab)**

151 AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING
152 ON OCTOBER 1, 2011 AND ENDING ON SEPTEMBER 30, 2012 FOR THE CITY OF
153 SEABROOK.

154
155 Motion was made by Councilor Davis and seconded by Councilor Holbrook

156
157 To approve the first and final reading of Ordinance No. 2013-03 with the reading of the
158 caption serving as the reading of the ordinance.

159
160 MOTION CARRIED BY UNANIMOUS CONSENT.

161
162 **4.4 Consider recommendations of the Ethics Review Commission to amend Section 2-207 of**
163 **the Code of Ethics as it relates to membership. If recommendations are approved, this**
164 **item will require an ordinance be submitted to Council. (Ethics Review Commission)**

165
166 Motion was made by Councilor Davis and seconded by Councilor Johnson

167
168 To approve the recommendations from the Ethics Review Commission and to direct staff to
169 prepare an ordinance containing the changes.

170
171 Councilor Davis confirmed with the city attorney that the proposed changes were in
172 conformance with state law.

173
174 MOTION CARRIES BY UNANIMOUS CONSENT.

175
176 **5.0 ROUTINE BUSINESS**

177
178 **5.1 Consider approval of the Action Items Checklist which is attached and made a part of**
179 **this agenda. (Council)**

180
181 Councilor Holbrook asked for an update on Item 4 "Consider transportation alternatives from
182 hotels to new cruise terminal." Mr. Templin stated that he would provide an update at the
183 next meeting.

184 Motion was made by Councilor Johnson and seconded by Councilor Llorente

185
186 To approve the Consent Agenda.

187
188 MOTION CARRIES BY UNANIMOUS CONSENT.

189
190 **5.2 Establish future meeting dates and agenda items. (Council)**

191
192 Items for upcoming agendas were: 1) recommendations from the Public Safety Committee on
193 changes to the committee's goals, policies and membership (Davis) and 2) Approval of a
194 special events permit for Trash Bash (Holbrook).

195
196 **6.0 EXECUTIVE SESSION**

197 At 7:49 p.m. Mayor Royal announced that the City Council would hold a closed executive
198 meeting pursuant to the provisions of the open meetings Act, Charter 551, Government Code,
199 and Vernon's Texas Codes Annotated, in accordance with the authority contained in the
200 following sections: Section 551.071, Consultation with Attorney; and Section 551.074,
201 Personnel Matters.

202
203 **Section 551.074**

204 **6.1 Consider evaluation of the City Secretary. (Council)**

205
206 **Section 551.072**

207 **6.2 Conduct a closed meeting, as provided by Section 551.072 Texas Government Code to**
208 **deliberate the purchase of real property as deliberation in an open meeting would have a**
209 **detrimental effect on the position of the City in negotiations with a third person.**
210 **(Templin)**

211
212 **7.0 OPEN MEETING**

213 At 8:18 p.m. Mayor Royal reconvened the meeting in open session and stated that Items 6.1
214 and 6.2 had been discussed, but that no action had been taken.

215
216 Upon motion, Mayor Royal adjourned the meeting at 8:20 p.m.

217
218 Approved this 19th day of February 2013.

219
220
221
222
223 _____
224 Glenn R. Royal, Mayor
225
226
227
228
229 _____

**Seabrook City Council Regular Meeting
Minutes of February 5, 2013
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230 Michele L. Glaser, TRMC
231 City Secretary
232
233
234



***CITY
OF
SEABROOK***

**AGENDA
BRIEFING**

Date of Meeting: TUESDAY, FEBRUARY 19, 2013

**Submitter/Requestor: Gulf Winds International Date Submitted: 2/11/2013
(Steve Stewart) 11:06:14 AM**

Presenter: Sean Landis

Description/Subject:

A request to rezone 10 acres east of Bayport Boulevard and west of Old Highway 146 from C-2 Medium Commercial to LI Light Industrial. A Public Hearing was held on January 17, 2013.

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SEABROOK WHICH IS PART OF THE SEABROOK CITY CODE PART III, COMPREHENSIVE ZONING, ARTICLE 2, SECTION 2.05, BY REZONING 10 ACRES OF TRACT 6J, A 16.9058 ACRE TRACT SITUATED IN ABSTRACT 52 OF THE RITSON MORRIS SURVEY, HARRIS COUNTY, TEXAS FROM C-2 MEDIUM COMMERCIAL TO LI LIGHT INDUSTRIAL AND REQUIRING THAT THE ZONING MAP BE AMENDED TO REFLECT THIS CHANGE.

Purpose/Need: Policy Issue

Background/Issue(What prompted this need):

Gulf Winds International wishes to rezone the aforementioned property to allow for expansion of the existing Gulf Winds International complex. The existing complex is located within Pasadena, due north of the property requiring the zoning modification.

Gulf Winds International wishes to construct an 185,000 square foot tilt-wall warehouse on the property. The proposed use is only allowed in the light industrial (LI) zoning category, so the northern 10 acres of this tract is required to be rezoned. The applicant intends to leave the remainder of the tract (6.9058 acres) zoned C-2 to allow for future retail development.

The applicant, if granted the partial rezoning, would like to highlight the following:

- Gulf Winds will not access the property from Hwy 146. All traffic will be diverted to Port Rd from Old Highway 146.
- The project will create over 50 full time jobs.
- The City will maintain just under 7 acres along Hwy 146 for retail development-C2 Zoning.

The proposed changes to the zoning map were recommended for approval by the Planning & Zoning Commission by a 5 to 1 vote at the regular meetings held on January 17, 2013.

Impacted Parties(Expected/Notified): The surrounding property owners.

Miscellaneous Comments:

Attachments:

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

Attachment A and B - Area Map

Ord. No. 2013-02 clean copy

Ord. No. 2013-02 with comments

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

Funding Comments:

Where on the agenda should this item be placed?

New Business

Suggested Motion:

The proposed changes to the zoning map were recommended for approval by the Planning & Zoning Commission by a 5 to 1 vote at the regular meetings held on January 17, 2013.

Agenda Language:

Consider first reading of proposed Ord. No. 2013-02, "Amendment to the Official Zoning Map to Rezone Approximately 10 Acres East of Bayport Boulevard and West of Old Highway 146 from C-2 Medium Commercial to LI Light Industrial." (Applicant/P&Z)

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SEABROOK WHICH IS PART OF THE SEABROOK CITY CODE APPENDIX A, COMPREHENSIVE ZONING, ARTICLE 2, SECTION 2.05, "OFFICIAL ZONING MAP" BY REZONING 10 ACRES OF TRACT 6J, A 16.9058 ACRE TRACT SITUATED IN ABSTRACT 52 OF THE RITSON MORRIS SURVEY, HARRIS COUNTY, TEXAS FROM C-2 MEDIUM COMMERCIAL DISTRICT TO LI LIGHT INDUSTRIAL DISTRICT AND REQUIRING THAT THE ZONING MAP BE AMENDED TO REFLECT THIS CHANGE.

THIS ORDINANCE PROVIDES FOR A PENALTY IN AN AMOUNT OF NOT MORE THAN \$2,000.00 FOR VIOLATION OF ANY PROVISIONS HEREOF BY INCLUSION INTO THE CODE; REPEALS ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDES FOR SEVERABILITY.

City Manager Review:

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

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

Ordinance No. 2013-02

Page 2

47 rezoning 10 acres of land, consisting of a portion of Tract 6J situated in the Ritson Morris
48 Survey, Abstract 52 of Harris County, Texas, located along and east of Bayport
49 Boulevard and to the west of Old Highway 146 from C-2 Medium commercial district to
50 LI Light industrial district.

51

52 The property to be rezoned is shown on the property map identified as
53 Attachment A and B which is made a part of this Ordinance.

54

55 Upon passage of this Ordinance, the official zoning map of the City of Seabrook
56 shall be amended to reflect this change.

57

58 **SECTION 3. INCORPORATION INTO THE CODE; PENALTY CLAUSE.**

59

60 This ordinance is hereby incorporated and made a part of the Seabrook City Code.
61 Violation of this Ordinance is subject to the penalty section of said Code including,
62 Section 11.06, "Criminal Enforcement" which provides that any person who shall violate
63 any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon
64 conviction, shall be fined in an amount not to exceed \$2,000.00. Each day of violation
65 shall constitute a separate offense.

66

67 **SECTION 4. REPEAL OF CONFLICTING ORDINANCES.**

68

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

71

72 **SECTION 5. SEVERABILITY.**

73

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

82

83 **SECTION 6. NOTICE**

84

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

88

89

90 PASSED AND APPROVED on first reading this 19th day of February, 2013.

91

Ordinance No. 2013-02

Page 3

92 PASSED, APPROVED, AND ADOPTED on second and final reading this 5th day of
93 March, 2013.

94

95

96

By: _____

97

Glenn Royal

98

Mayor

99

ATTEST:

100

101

102

103

By: _____

104

Michele L. Glaser, TRMC

105

City Secretary

106

107

108

109

APPROVED AS TO FORM:

110

111

112

113

114

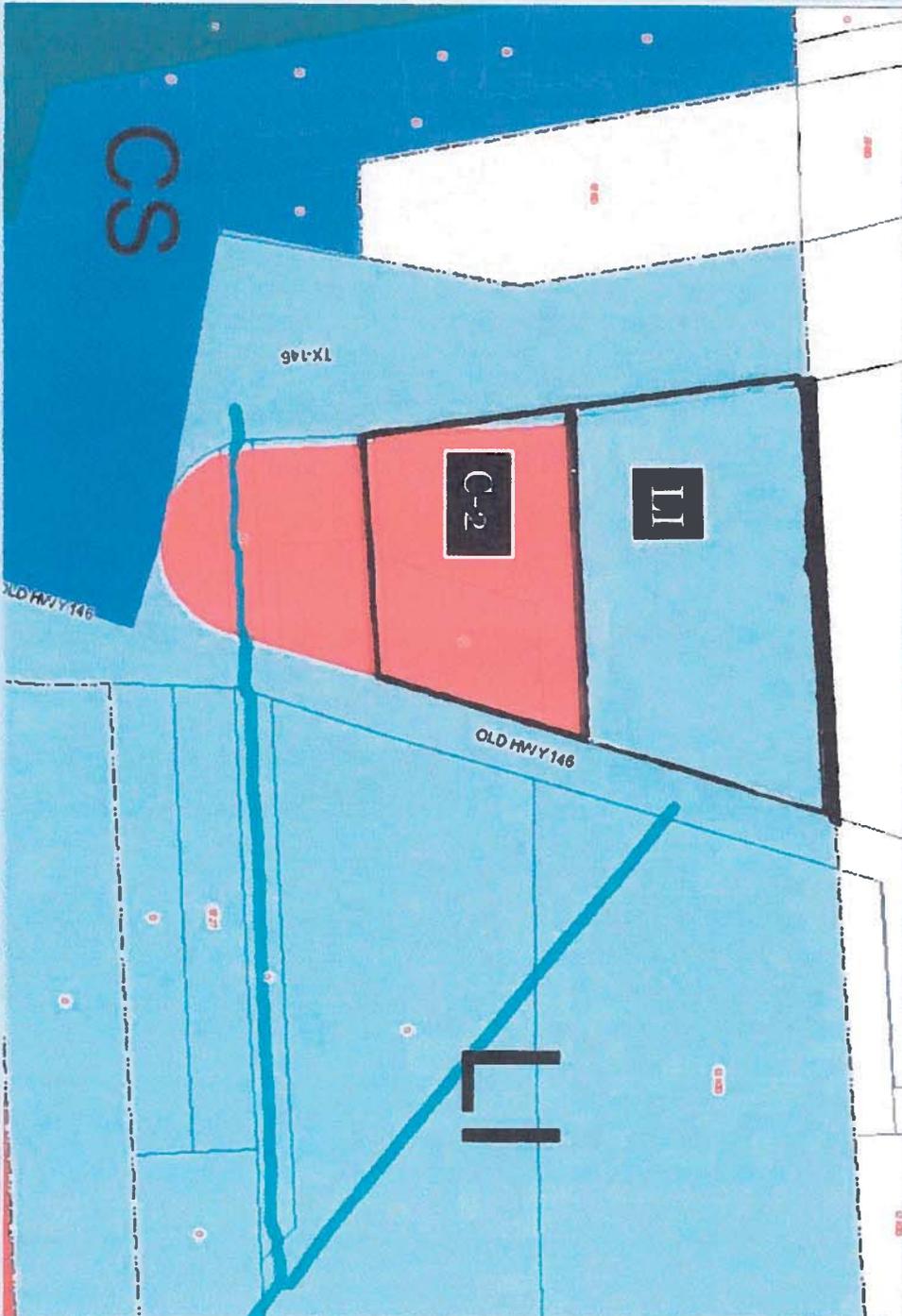
Steven L. Weathered

115

City Attorney

Rezoning: C-2 to LI

ATTACHMENT A



Rezoning: C-2 to LI

ATTACHMENT B





**CITY
OF
SEABROOK**

**AGENDA
BRIEFING**

Date of Meeting: TUESDAY, FEBRUARY 19, 2013

Submitter/Requestor: Arthur Chairez

Date Submitted: 2/11/2013 12:29:01 PM

Presenter: Arthur Chairez

Description/Subject:

Emergency Repairs to Well # 2/By-Pass Bidding Process

Need to perform repairs to well # 2 as soon as possible to help supply water to the public during emergency situations and to avoid water pressure loss and prevent Public Health Issues

Purpose/Need: Administration Issue

Background/Issue(What prompted this need):

Drive shaft vibrations were noticed during weekly water well exercise operations by utility crew. Well # 2 normally produces approximately 1,200 gpm/1.7 mgd and is an asset to the city of approximately 1.2 million dollars (cost to build a new one).

Impacted Parties(Expected/Notified): Citizens, Council, Public Works

Miscellaneous Comments:

The City currently has 3 water wells that are used as a back-up for emergency water supply that occur during situations such the current low water pressure coming from the City of Pasadena, power outages resulting from Natural Disasters such as Hurricanes, Tropical Storms and other Severe Weather conditions.

Attachments:

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

proposal

Emergency Repairs Letter

Diagram

Fiscal Impact: Budgeted

Yes

Finance
Review:

Officer

Budget Amendment Required	No
Future/Ongoing Impact	No

Budget Dept/Line Item Number 902-6090

Funding Comments:

\$89,803.00 from Line Item 902-6090

Where on the agenda should this item be placed?

New Business

Suggested Motion:

Consider approval of emergency repairs to Water Well # 2 for the sum of \$89,803.00 as an exemption to competitive bidding as a procurement necessary to preserve or protect public health or safety of the municipality's residents as provided under Texas Local Government Code 252.022.

Agenda Language:

Consider approval of emergency repairs to Water Well # 2 for the sum of \$89,803.00 as an exemption to competitive bidding as a procurement necessary to preserve or protect public health or safety of the municipality's residents as provided under Texas Local Government Code 252.022. (Chairez)

City Manager Review:

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

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



WATER · MINERAL · ENERGY

To: Mr. Kevin Padgett City of Seabrook 1760 First Street Seabrook, TX 75586	Date: 2/7/2013 Quotation #: 0129B
Reference: Well No.2 Rehabilitation	
E-Mail : kpadgett@seabrooktx.gov	
QUOTATION	

	DESCRIPTION	PRICE
1	Layne to furnish rig and crew to move to well #2, location and set up and pull motor, gear drive and 340' of 10" x 1 11/16" pumping equipment. Layne to furnish 3 drums to bail the oil from the well bore and place in drums, City of Seabrook to dispose of oil, load pumping equipment on Layne Truck.	Cost for item 1 \$5,800.00
2	Furnish crane truck with driver to haul pump to Layne shop for inspection	Cost for item 2 \$1,110.00
3	Shop labor to disassemble, clean and inspect all pump equipment, supply customer with a list of all repair parts with cost to repair, before and repairs are made.	Cost for pump inspection item 3 \$1,950.00

SHIPMENT See Quotation .
 SHIPPING DETAILS See Quotation .
 PROPOSED START DATE _____.

Layne Christensen Company
(Contractor)

The foregoing prices are subject to Federal, State and Local Sales and Use Taxes. This Quotation will automatically expire if Purchaser does not deliver a written acceptance to Contractor by

By Ron Ramsey
 Ron Ramsey

ACCEPTANCE: The undersigned accepts the above proposal at the prices shown, subject to any necessary revision in the list of estimated quantities, and hereby authorizes and instructs Contractor to proceed with the described work. The undersigned understands and agrees that the Terms and Conditions shown on the reverse are hereby incorporated as part of this contract. Purchaser's pumps, motors, parts and/or accessories may be stored by Contractor for thirty (30) days from date of invoice or other written notice from Contractor. After thirty (30) days, disposal of equipment may be made by Contractor without incurring any liability.

Purchaser _____ Address _____

By _____ Date _____

Layne Christensen is an Equal Opportunity Employer

WATER RESOURCES

5931 Brittmoore Rd, Houston, TX 77041 | Office: 713.466.5001 | Fax: 713.466.8397 | layne.com License No. 58158W
 Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-7880

	DESCRIPTION	PRICE
4	<p>Conduct TV survey of well casing and screen sections, review survey and make recommendations</p> <p style="text-align: right;">Cost for TV survey item 4</p> <p style="text-align: right;">Total cost for work to date</p>	<p></p> <p style="text-align: right;">\$1,600.00</p> <p style="text-align: right;">\$10,460.00</p>
5	<p style="text-align: center;"><u>Video Report</u></p> <p>Layne has completed pulling the pump from well #2, hauled to our shop for inspection; we have not completed the inspection. I have reviewed the TV survey of your well, and have pulled the pump and well records. Our records show well #2 in our records to be well #5. These records match up with the pump pulled from well #2, and the TV survey with the well records when Drilled 9-10-73. The TV survey shows screen plugging from 548' to 667' to be 30% to 80% with most of the plugging to be 607' to 667'. The survey showed poor visibility in the upper casing with heavy presence of algae, heavy buildup of rust and debris at the top of the lap at 447'. I have quoted to wire brush and jet the screen sections and jet out the estimated fill in the bottom of the well bore.</p> <p style="text-align: center;"><u>Clean well #2</u></p> <p>Furnish rig and crew to set up on your well #2 and run 4" work pipe with wire brush attached to the debris at the lap, add airline with air compressor and attempt to jet this material. Move the jetting equipment down to the top of screen section and brush and jet total screen sections. After completing brushing through all screen sections and attempt to jet the estimated 20' of fill in the bottom, then move brush and jet line back to the top of the lap pipe and add liquid chlorine to suppress chlorinate algae problem, the total estimated time to clean well #2 is 60 hours</p> <p style="text-align: right;">Total cost for item 5 work outlined above is</p>	<p></p> <p style="text-align: right;">\$23,222.00</p>
6	<p style="text-align: center;"><u>Repair Parts</u></p> <p><u>Column Assembly, Pump Bowl Assembly & Motor</u></p> <ul style="list-style-type: none"> • (1) 10" x 20' Section .365W • (3) 2" x 1/2" x 2-1/2" L Pipe Lugs • (11) 10" x 20' T&C.365W • (1) 8" x 10' Top • 2 - 1/2" x 2 1/2" x Pipe Lugs • 11 - BLK Spiders 2 - 1/2" x 10" 	<p></p>

Quotation No. 0129B

Layne Christensen Company

Ron Ramsey

(Purchaser)

(Contractor)

	DESCRIPTION	PRICE
	<ul style="list-style-type: none"> • (5) 2 1/2" x 6'8" Layne – 10T • (51) 1-1/2" x 2-1/2" BRG • (1) 2 1/2" x 78 1/4" L-10 Layne TT • (1) 1-11/16" x 2 1/2" xL-10 TB • (1) 1-11/16"-8T x 236 1/8" TBE C/S • (16) 1-11/16" x 8T x 20' TBE Shaft • (18) 1-11/16"-8T x 5" S/C • (1) 1-11/16" x 8T x 83 9/16" • (1) New Christensen 11CHC 5 Stage Pump Bowl • Amarillo Gear Drive 150hp 20" Base repair • 150 HP GE Reconditioned SN: CKJ320112 	
	Cost for item 6 repair parts	\$44,831.00
	<u>Reinstall Pumping Equipment</u>	
7	Layne to furnish rig and crew to mobilize to well #2 location, set motor, gear drive and 340' of 10" x 1 11/16" lineshaft pumping equipment	
	Cost for item 7	\$5,300.00
8	Furnish crane truck with driver to haul pump to client location	
	Cost for item 8	\$1,110.00
	<u>Repair Labor</u>	
9	<ul style="list-style-type: none"> • Labor to pick up parts at suppliers • Load pump at shop • Shop labor to reassemble Gear • Shop labor to reassemble all column assembly, equipment and make ready for mobilization. 	
	Cost for Line item 9	\$4,880.00
	Total cost for work to date Items 1-4	\$10,460.00
	Total cost for item 5 Brush/Jet Item 5	\$23,222.00
	Cost for repair parts Item 6	\$44,831.00
	Total cost to reinstall pumping & labor Items 7-9	<u>\$11,290.00</u>
	Total Rehabilitation Cost for Well No. 2	\$89,803.00
	If you have any questions please call Ron Ramsey 281-627-6860	

Quotation No. 0129B

Layne Christensen Company

Ron Ramsey

(Purchaser)

(Contractor)

TERMS AND CONDITIONS

City of Seabrook Well 2

LIABILITY OF CONTRACTOR: *Contractor shall not be liable for any bodily injury, death, or injury to or destruction of tangible property except as the same may have been caused by the negligence of Contractor. In no event shall Contractor be liable for any delays or special, indirect, incidental or consequential damages. Purchaser agrees that the total limit of Contractor's liability (whether based on negligence, warranty, strict liability or otherwise) hereunder, shall not exceed the aggregate amount due Contractor for services rendered under this contract. All claims, including claims for negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by Contractor within one (1) year after Contractor's completion of work hereunder.*

INSURANCE: Contractor shall provide workers' compensation insurance, public liability and property damage insurance covering its employees and operation. Purchaser, at its option, may maintain such insurance as will protect it against claims arising out of the work.

PRICE ADJUSTMENT: Any cost estimates or time frames stated herein are subject to equitable adjustment in the event of differing or unforeseeable conditions, changes in applicable laws after the date of this contract, unforeseeable delays or difficulties caused by acts of God, Purchaser or any third parties. Prices of goods acquired by Contractor from others shall be adjusted to reflect Contractor's price in effect at time of shipment.

TERMS: Thirty (30) days net from date of invoice. For extended projects, Contractor shall submit invoices on a monthly basis for any and all work completed and materials or equipment provided during the previous month. Past due invoices shall be subject to a delinquency charge of one and one-half percent (1½%) per month (eighteen percent (18%) per annum) unless a lower rate shall apply. Purchaser agrees to pay all collection fees, attorneys' fees and costs incurred in the collection of any past due amounts arising out of this contract. Contractor shall have the right to immediately terminate this contract without further liability if Purchaser fails to make timely payment or otherwise materially breaches this contract.

MATERIAL SHORTAGES AND COST INCREASES: If any portion of materials or equipment which Contractor is required to furnish becomes unavailable, either temporarily or permanently, through causes beyond the control and without the fault of Contractor, then in the case of temporary unavailability any completion time frames shall be extended for such period of time as Contractor shall be delayed by such above-described unavailability, and in the case of permanent unavailability Contractor shall be excused from the requirement of furnishing such materials or equipment. Purchaser agrees to pay Contractor any increase in cost between the cost of the materials or equipment which have become permanently unavailable and the cost of the closest substitute which is then reasonably available.

DELAYS: If Contractor is delayed at any time in the progress of work by labor disputes, fire, unusual delays in transportation, unavoidable casualties, weather, or any cause beyond Contractor's reasonable control, then any completion time frames shall be extended by a reasonable period of time, at least equal to the period of delay.

CHANGED CONDITIONS: The discovery of any hazardous waste, substances, pollutants, contaminants, underground obstructions or utilities on or in the job site which were not brought to the attention of Contractor prior to the date of this contract will constitute a materially different site condition entitling Contractor, at its sole discretion to immediately terminate this contract without further liability.

ESCALATION: This contract is made with the understanding that Contractor will be able to begin and continuously proceed with its work on or before the proposed start date on the reverse side hereof. In the event Contractor is unable to commence its work on or before said date because the project is not ready for Contractor's work, Contractor will charge Purchaser the amount of increase in Contractor's cost attributable to such delay, plus Contractor's normal overhead percentage.

GUARANTEE AND LIABILITY: Contractor warrants that its labor supplied hereunder shall be free from defect and shall conform to the standard of care in effect in its industry at the time of performance of such labor for a period of twelve (12) months after substantial completion of Contractor's work. Contractor agrees, to the extent it is permitted, to pass on any warranties provided by the manufacturers of materials and/or equipment furnished under this contract. Contractor itself provides no warranty, express, implied or otherwise, on any such materials or equipment. Contractor will not be responsible for: work done, material or equipment furnished or repairs or alterations made by others.

For any breach hereunder, Contractor shall be liable only for the value of the installation work or, if it wrongfully fails to install, then its liability is limited to the difference between the contract price herein, and the value of other similar installation work. If Contractor's breach damages any materials or equipment furnished hereunder, Contractor shall only be liable for the value of such materials or equipment. Under no circumstances will Contractor be liable for consequential, special or indirect damages, including without limitation, any crop loss or damage, damage to other equipment, structures or property, nor for any other similar or dissimilar damages or losses whether due to delay, failure to furnish or install, delay in installation, defective material or equipment, defective workmanship, defective installation, delay in replacing, nor for any cause or breach whatsoever. In any event, Contractor's total liability towards Purchaser for alleged faulty performance or nonperformance under this contract shall be limited to the total contract price. No materials, equipment or services contracted herein carries any guarantee not mentioned in this contract. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.

TITLE AND OWNERSHIP: In case of default on Purchaser's part, Contractor shall have the right to enter the premises upon which any material or equipment furnished herein have been installed and retake such goods not then paid for and pursue any further remedy provided by law, including recovery of attorneys' fees and any deficiency to the maximum extent and in the manner provided by law. Such materials and equipment shall retain their character as personal property of Contractor until payment in full is received by Contractor, regardless of their mode of attachment. Unless prior specific written instructions are received to the contrary, surplus and replaced materials and equipment resulting from repair or installation work shall become the property of Contractor.

DELIVERY: Shipment schedules and dates, expressed or implied, are contingent on normal conditions. Contractor will not be responsible for any delays in shipment or completion caused by factors beyond its control such as, but not limited to, suppliers' failures, accidents, work stoppages or operation of or changes in the law. Shipments will be made as promptly as Contractor's ability to obtain materials and/or equipment and scheduling will permit. No delay in shipments or variances from shipping schedule shall be cause of cancellation or any claim for damage. Any changes in layout or design requested after acceptance of this contract will be made at Purchaser's additional cost. Any such change and/or time taken to supply engineering data or to approve drawings will automatically extend shipping schedules. Equipment will be shipped "knocked down" to the extent Contractor considers necessary, with small parts stripped from equipment and crated. On and after delivery to the carrier for transportation to the Purchaser's site, Purchaser shall be responsible for all loss or damage to materials or equipment due to any cause, including but not limited to loss or damage resulting from casualty.

INDEMNIFICATION: Purchaser agrees to indemnify and hold Contractor, its directs, officers, stockholders, employees, agents and subcontractors, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorney's fees and other costs of defense) asserted and/or filed by Purchaser or any third party(ies), including without limitation

Purchaser's employees, and arising out of or as a result of: (I) the presence of Contractor or its subcontractors at the job site, (ii) the work performed by Contractor or its subcontractors, or (iii) any negligent act or omission of Purchaser, its employees, agents, consultants, other contractors or any person or entity under Purchaser's control; except to the extent that such claims, demands, causes of action, liabilities or costs are caused by the negligence of Contractor or its subcontractors.

INTERPRETATION: *This contract shall be governed by and construed in accordance with the laws of the state of the job site location. If any term, provision or condition contained herein shall, to any extent, be invalid or unenforceable, pursuant to state law or otherwise, the remainder of the terms, provision and conditions herein (or the application of such item, provision, or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable to the fullest extent permitted by law.*

ASSIGNMENT & SUBLETTING: Purchaser shall not have the right to transfer or assign its rights and/or obligations under this contract to any third party, related or unrelated, without the express written consent of Contractor. Contractor shall have the right to transfer, assign or sublet all or any portion of its rights or obligations hereunder, but such transfer, assignment or subletting shall not relieve Contractor from its full obligations to Purchaser unless such transfer, assignment or subletting is pursuant to the sale of Contractor, or the division of Contractor responsible for this contract, to a third party.

MISCELLANEOUS: The terms and conditions set forth herein constitute the entire understanding of the parties relating to the work to be performed, and materials and equipment to be provided, by Contractor for the Purchaser. All previous proposals, offers, and other communications relative to the provisions of the subject work, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated herein. Any modification or revisions of any provisions herein or any additional provisions contained in any purchase order, acknowledgment, or other form of the Purchaser are hereby expressly objected to by Contractor and shall not operate to modify this contract. This contract shall take effect upon acceptance and execution by both parties.

Electric Motor Repair Warranty

City of Seabrook:

Reference Well # 2 Motor - 150 HP GE Recondition SN: CKJ320112

The warranty period begins on the day we deliver /install the motor back to our customer or the day our customer picks up the motor from our shop. If we only recondition a motor (no rewind) we do not warranty the windings of that motor, just the parts installed and the labor performed. Please be advised that we do not warranty water contaminated motors; for this reason we recommend that our customers utilize breather drains and/or space heaters in their motors, especially if the motors are going to be stored any length of time in a non-climate controlled environment. As part of our quality customer service we offer breather drain and/or space heater installation at a reasonable price (per request).

Quotation No. 0129B

Layne Christensen Company

Ron Ramsey

(Purchaser)

(Contractor)



February 11, 2013

Emergency Repairs for Well No. 2 (5)

Honorable Mayor, City Council and City Manager:

During weekly routine water well exercise operations by city utility crews a vibration was noticed on the drive shaft at well # 2 (5). A complete inspection (pull & Inspect) was scheduled with Layne-Texas that normally performs our annual well tests on all our wells (3). As a result of this inspection it has been determined that repairs are needed to the column/pump bowl assembly, well motor as well as cleaning of the well screen due to heavy buildup of rust and debris for an estimate sum of \$ 89,803.00. This well was constructed in 1973 and has been a viable source of ground water at a rate of 1200 gallons per minute (gpm) which is a critical piece for the supply of potable water to the citizens of Seabrook during loss of water pressure from the City of Pasadena or during emergencies such as power outages caused by power grid failures, hurricanes or other storms. If system pressure were to fall below the required minimum 20psi, the City would be obligated to distribute "boil water" notices to all residents to inform them that the water is not safe to drink. With the possibility of loss of water pressure below the TCEQ minimum of 20psi during such occurrences while the well is out of commission I recommend we accept Layne-Texas proposal (\$ 89,803.00) to do emergency repairs as soon as possible to well # 2 (5) in order to protect the public health by having enough water to supply the public water system (PWS).

Sincerely,

Public Works Director
City of Seabrook

THE LAYNE TEXAS COMPANY, LTD.
HOUSTON :- DALLAS
MATERIAL SETTING

REPORT NO. 9117
S. O. 1104-3150
PAGE 1 OF 1
FILE NO. 3674
DATE 9-10-73

CUSTOMER LOCATION		WELL DATA	
FOR	City of Seabrook	NAME WELL	WELL NO. 5
LOCATION WELL	Lake Oak Drive	ELEVATION	DATUM
SURVEY	FIELD	TYPE WELL	Gravel wall
COUNTY	Harris STATE Texas	SURFACE CASING CEMENTED	yes NO. SACKS 320+8% Gel
OTHER LAND MARKS	2000' West of Water Plant off Hiway 146	SIZE HOLE UNDERREAMED	34" DEPTH 550'-690'
		GRAVEL TYPE	112-113- NO. CU. YDS. 55
		TYPE SCREEN	SSWW Barlug GAGE .045
		DRILLER	C. Brewer RIG NO. 17
		OTHER	J. Moore

DEPTH	LENGTH	SIZE, KIND, WEIGHT MATERIAL	SKETCH
+2'		20" O.D. Surface casing	
0		Surface	
40'	40'	22" O.D. Conductor Pipe 1/4" Wall	
450'		Top of 14" O.D. Blank Liner	
540'	542'	20" O.D. Surface Casing	
550'	100'	14" O.D. Blank Liner	
670'	120'	14" O.D. S.S.W.W. Barlug Screen .045 Ga.	
688'	18'	14" O.D. Blank Liner	
690'	2'	12 3/4" O.D. Set Nipple & B.P.V.	



TMRS-Buyback

**CITY OF SEABROOK
TEXAS MUNICIPAL RETIREMENT SYSTEM
BUYBACK ORDINANCE**

AN ORDINANCE ALLOWING CERTAIN EMPLOYEES OF THE CITY OF SEABROOK, TEXAS WHO HAVE TERMINATED PREVIOUS MEMBERSHIPS IN THE TEXAS MUNICIPAL RETIREMENT SYSTEM, TO DEPOSIT THE SUMS SO WITHDRAWN, PLUS ANNUAL WITHDRAWAL CHARGES, AND ALLOWING AND UNDERTAKING THE COST OF ALLOWING ANY SUCH EMPLOYEE CREDIT IN SUCH SYSTEM FOR ALL SERVICE TO WHICH SUCH EMPLOYEE HAD BEEN ENTITLED AT DATE OF SUCH WITHDRAWAL, WITH LIKE EFFECT AS IF ALL SUCH SERVICE HAD BEEN PERFORMED AS AN EMPLOYEE OF THIS CITY.

WHEREAS, the actuary of the Texas Municipal Retirement System has determined that all obligations charged against the City's account in the benefit accumulation fund, including the obligations arising as a result of this ordinance, can be funded by the City within its maximum contribution rate and within its amortization period; and

WHEREAS, the City Council has determined that adoption of this ordinance is in the best interests of the City, now therefore,

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

Section 1: Pursuant to Section 853.003 of Subtitle G of Title 8, V.T.C.A., Government Code, as amended, the City of Seabrook hereby elects to allow any member of the Texas Municipal Retirement System who is an employee of this City on the **5th day of March, 2013***, who has terminated a previous membership in said System by withdrawal of deposits while absent from service, but who has at least 24 months of credited service as an employee of this City since resuming membership to deposit with the System in a lump sum the amount withdrawn, plus a withdrawal charge of five percent (5%) of such amount for each year from date of such withdrawal to date of redeposit, and thereupon such member shall be allowed credit for all service to which the member had been entitled at date of termination of earlier membership, with like effect as if all such service had been rendered as an employee of this City, whether so rendered or not. The City agrees to underwrite and hereby assumes the obligations arising out of the granting of all such credits, and agrees that all such obligations and reserves required to provide such credits shall be charged to this City's account in the benefit accumulation fund. The five percent (5%) per annum withdrawal charge paid by the member shall be deposited to the credit of the City's account in said benefit accumulation fund; and the deposits of the amount previously withdrawn by the member shall be credited to his or her individual account in the benefit accumulation fund of the System.

Section 2: This ordinance shall become effective on the **5th day of March 2013***, which is a date on or after the date set forth in Section 1, above.

Passed and approved on first reading this the 19th day of February 2013.

48
49
50 Passed, approved and adopted on second and final reading this the 5th day of March 2013.
51
52
53
54

55 APPROVED:
56
57
58

59 _____
60 Glen R. Royal, Mayor
61

62 ATTEST:
63
64
65

66 _____
67 Michele L. Glaser, TRMC
68 City Secretary
69

70 Approved as to form:
71
72
73
74

75 _____
76 Steven L. Weathered, City Attorney
77

78 ***THIS DATE MUST BE THE ACTUAL DATE OF THE ORDINANCE'S FINAL ADOPTION.**
79



***CITY
OF
SEABROOK***

**AGENDA
BRIEFING**

Date of Meeting: TUESDAY, FEBRUARY 19, 2013

Submitter/Requestor: Kelly Templin

Date Submitted: 2/11/2013 2:47:43 PM

Presenter: L/ Templin/ L. Dearman/ P. Chavez

Description/Subject:

Following the announcement of two cruise lines signing short-term contracts for the use of the Bayport Cruise Terminal, staff endeavored to learn what impacts, economic and otherwise, might be forthcoming for Seabrook.

Staff met with the Galveston Economic Development Partnership, Port of Houston Authority (at the Cruise Terminal) and local hoteliers during our most recent Hotel Occupancy Tax (HOT) liaison meeting.

Staff has documented our finding on the attached memorandum.

Purpose/Need: Policy Issue

Background/Issue(What prompted this need):

Anticipation of impacts surrounding the announcement of cruise lines for the Bayport Cruise Terminal.

Impacted Parties(Expected/Notified): Council, Staff, Citizens

Miscellaneous Comments:

Attachments:

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

Memo

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

Future/Ongoing Impact

Yes

Budget Dept/Line Item Number

Funding Comments:

N/A

Where on the agenda should this item be placed?

New Business

Suggested Motion:

Agenda Language:

Receive and consider a staff report concerning the tourism and economic impacts of the cruise terminal at Port of Houston Authority in Bayport. (Dearman/Templin)

City Manager Review:

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

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



To: Seabrook City Council
From: LeaAnn Dearman
CC: Kelly Templin, Gayle Cook, Paul Chavez
Date: February 11, 2013

Re: Bayport Cruise Terminal

In both January and February city staff held several meetings to discuss the tourism and economic impact of the Bayport Cruise Terminal. This included meeting with: Galveston Economic Development Council, Seabrook hoteliers and the Houston Port Authority whom we meet with at the Terminal for a tour of the facility.

Upon comparing notes we have come to the following conclusions:

- Short Term Focus – Don't get ahead of ourselves – While the idea of 2,000 + passengers and 1,500 crew members transferring through our community is exciting, we must first remember the cruise lines may not choose to renew their contracts or may even pull out before their contracts expire.
 - Improve city signage
 - Advertise within the cruise terminal
 - Improve business store fronts
 - Create positive business experience
- Parking – Largest revenue source for Port of Galveston
 - Houston Port Authority is adding more parking to the current facility
 - Possibility of privately owned parking lots or fields popping up in the community
 - Galveston hotels offer free parking and shuttle transportation with cruise package
- Transportation – Lack of public transportation in the area
 - Crew members needing to stock up on personal supplies
 - Transportation to and from Houston airports
 - Transportation to and from local hotels (hoteliers' biggest concern)
- Partnerships – Key in moving forward
 - Terminal located within Pasadena city limits
 - Create tourism and economic partnerships with Houston and surrounding communities
 - Work with the state to market the entire region as A CRUISE DESTINATION, including Galveston
 - Build relationships with travel agents (Bay Area Houston CVB is currently pursuing agents)

*As a side note: Foggy days and local events increase economic activities. The terminal can only seek cruise lines that offer 7 or more day cruise packages.



**CITY
OF
SEABROOK**

**AGENDA
BRIEFING**

Date of Meeting: TUESDAY, FEBRUARY 19, 2013

Submitter/Requestor:

Date Submitted: 2/11/2013 4:11:43 PM

Presenter:

Description/Subject:

These changes were recommended by the Ethics Review Commission and approved by Council on 3/5/13.

Purpose/Need: NA

Background/Issue(What prompted this need):

Impacted Parties(Expected/Notified):

Miscellaneous Comments:

Attachments:

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

Ord. No. 2013-04

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

Funding Comments:

Where on the agenda should this item be placed?

New Business

Suggested Motion:

Agenda Language:

Consider first reading of proposed Ordinance No. 2013-04, " Ethics Review Commission. Change in Membership and Quorum Requirements." (Ethics Review Commission)

AN ORDINANCE AMENDING THE CODE OF THE CITY OF SEABROOK, CHAPTER 2. "ADMINISTRATION", ARTICLE VI. "CODE OF ETHICS", DIVISION 2. "ETHICS REVIEW COMMISSION" BY CHANGING THE REQUIRED MEMBERSHIP FROM SEVEN TO FIVE REGULAR MEMBERS AND BY CHANGING THE REQUIRED QUORUM. THIS ORDINANCE PROVIDES FOR A PENALTY IN AN AMOUNT OF NOT MORE THAN \$500.00 FOR VIOLATION OF ANY PROVISIONS HEREOF BY INCLUSION INTO THE CODE; REPEALS ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDES FOR SEVERABILITY.

City Manager Review:

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

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

40
41 **Sec. 2-207. - Members; composition; terms; removal; vacancies.**

42 (a) The ethics review commission shall consist of [~~seven~~] **five** regular members and up to two
43 alternate members **who shall vote in the absence of regular members.**

44
45 (b) The mayor and [~~each~~] members of the city council shall nominate a member to the commission.
46 The nominations shall be confirmed by a majority vote of the entire city council.

47
48 (c) Commission members shall be appointed to two-year staggered terms with the terms of [~~three~~] **two**
49 members to expire October 31 [~~,1994,~~] **of even numbered years** with successive two-year terms, and the
50 terms of [~~four~~] **three** members to expire October 31 [~~,1995,~~] **of odd numbered years** with successive
51 two year terms. Alternate members shall also be appointed to two-year terms with the term of one
52 alternate member expiring October 31 of even numbered years and the term of the other alternate member
53 expiring October 31 of odd-numbered years.

54
55 (d) All members shall be residents of the city. No member shall hold any city elected or appointed
56 office or be a candidate for any such office.

57
58 (e) Members of the commission may be removed by a majority of the city council for a violation of
59 this article or as otherwise determined by city council. In considering a complaint filed with the city
60 secretary against a member of the commission, the council may follow the procedures set forth in section
61 2-236 regarding the disposition of alleged violations of this article.

62
63 (f) All vacancies shall be filled for the unexpired terms. A member shall hold office until his or her
64 successor has been appointed by the city council, and shall continue to hold office after his or her
65 successor has been appointed by the city council for the limited purpose of the disposition of all
66 complaints filed during that member's term, unless determined otherwise by city council. No member
67 may participate in a decision regarding a complaint initiated prior to the expiration of the previous
68 member's term, but new members shall assume the duties of office with respect to all complaints initiated
69 after the previous member's term. A commission member shall recuse himself or herself from complaints
70 involving the member of council who nominated him.

71
72 (Code 1976, § 2-83(1); Code 1996, § 2-207; Ord. No. 2008-16, § 2, 8-5-2008; Ord. No. 2012-11, § 1,
73 5-1-2012)

74
75 **Sec. 2-208. - Chairperson; quorum.**

76 The commission shall elect a chairperson and a vice-chairperson to one-year terms. The
77 vice-chairperson shall act as chairperson in the absence of the chairperson or in the event of a vacancy in
78 that position. [~~Four~~] **Three** members of the commission shall constitute a quorum for routine items.

79 [~~Five~~] **Four** or more members of the commission shall constitute a quorum for all ethics complaint
80 hearings or related matters. No action of the commission concerning any ethics complaint shall be of any
81 force or effect unless it is adopted by the favorable votes of [~~five~~] **four** or more of the members.

82

83 (Code 1976, § 2-83(2); Code 1996, § 2-208; Ord. No. 2008-16, § 2, 8-5-2008; Ord. No. 2012-11, § 2,
84 5-1-2012)

85

86 **Sec. 2-209. - Meetings.**

87 The Commission shall have regular quarterly meetings and such other meetings as may be
88 necessary to fulfill its responsibilities. The chairperson or any [~~four~~] **three** members of the commission
89 may call a meeting, in compliance with the Open Meetings Act, provided that reasonable notice is given to
90 each member and to any person who requests notice of such meetings.

91

92 (Code 1976, § 2-83(3); Code 1996, § 2-209; Ord. No. 2008-16, § 2, 8-5-2008)

93

94 **Secs. 2-210—2-230. - Reserved.**

95

96 **SECTION 2. INCORPORATION INTO THE CODE; PENALTY CLAUSE.**

97

98 This ordinance is hereby incorporated and made a part of the Seabrook City Code. Violation of
99 this ordinance is subject to the penalty section of said Code and Ordinance, Section 11.06, “Criminal
100 Enforcement” which provides that any person who shall violate any provision of this Ordinance shall be
101 deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed
102 \$500.00. Each day of violation shall constitute a separate offense.

103

104 **SECTION 3. REPEAL OF CONFLICTING ORDINANCES.**

105

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

113

114

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116

117

118 **SECTION 4. NOTICE**

119

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

123

124

125 PASSED AND APPROVED on first reading this 19th day of February, 2013.

126

127 PASSED, APPROVED, AND ADOPTED on second and final reading this 5th day of March, 2013.

128

129

130

By: _____

131

Glenn Royal

132

Mayor

133

134

135

136

137

138 ATTEST:

139

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141

142 By: _____

143

Michele L. Glaser, TRMC

144

City Secretary

145

146

147

148

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
2	OPEN/IN WORK	10/2/2012			Staff/Council			5.5	Form a committee to review uses of Carothers property and bring back recommendations to Council.	Council accepted two recommendations on 11/6/12. Will reassess after trial period ending 3/13.
3	OPEN/IN WORK	11/6/2012			Staff/Council			5.1	Negotiation of new contract with SVFD.	Ongoing,
4	OPEN/IN WORK	12/4/2012			Staff/Council			6.1	Consider transportation alternatives from hotels to new cruise terminal.	Update to be provided on 2/19 meeting agenda.
5	OPEN/IN WORK	12/4/2012			Staff/P&Z			5.4	Ord. No. 2012-24, "Deleting Existing Point Overlay Sign Regulations" was tabled for staff & P&Z review.	On 2/21 P&Z Agenda
6	OPEN/IN WORK	12/4/2012			Staff/P&Z			5.5	Human Directional/spinner signs prohibition sent back to P&Z to reconsider.	On 2/21/ P&Z Agenda
7	OPEN/IN WORK	1/8/2013			Staff/Council			4.2	Hold a contest to ask for new name of swimming pool complex. Council will judge entries.	In planning stages.
8	OPEN/IN WORK	1/22/2013			City Manager			5.1	Contact Waste Management to see if an adjustment can be given for M-The customers as they miss days due to holiday closings.	City Manager to report on answer.
9	OPEN/IN WORK	1/22/2013			Ad hoc members/city manager			5.2	Ad hoc committee to deal with fire department issues.	Seabrook members appointed. Will meet when members of other entities have been appointed.
10	OPEN/IN WORK	2/5/2013			City Secretary			3.4	Advertise for new applicants whenever board members terms are expiring.	Ongoing.
11	OPEN/IN WORK	2/5/2013			City Secretary			4.4	Incorporate recommendations from Ethics Committee into ordinance form.	First reading on 2/19/13 agenda.

February 2013

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5 City Council	6	7 Open Space EDC	8	9 Yachty Gras Boat Parade 7 p.m.
10	11 Mayor's Night In	12	13 Public Safety	14	15	16
17	18	19 City Council	20	21 P&Z HCM&CA	22	23
24	25	26 Men Who Cook	27	28		

March 2013

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2 Meador Park Tree Planting 10 am
3	4	5 Council	6	7 EDC Open Space	8	9
10	11 Mayor's Night In	12	13 No Public Safety meeting	14	15	16 Lucky Trails
17 Lucky Trails	18	19 Council	20	21 P&Z HCM&CA	22	23 Trash Bash
24	25	26	27	28	29 Holiday—City Hall Closed	30 Easter Egg Hunt
31 Easter						