



**SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
TUESDAY, APRIL 17, 2018 - 7:00 PM**

**For city information visit www.seabrooktx.gov
For SH 146 updates visit www.sh146.com**

NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **TUESDAY APRIL 17, 2018 AT 7:00 PM** IN THE CITY HALL CITY COUNCIL CHAMBERS, 1700 1st STREET, SEABROOK, TEXAS, **TO DISCUSS, CONSIDER, AND IF APPROPRIATE, TAKE ACTION** WITH RESPECT TO THE ITEMS LISTED BELOW.

THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR OTHER ACCOMMODATIONS OR INTERPRETIVE SERVICES, MUST BE MADE, 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT (281) 291-5600 OR FAX (281) 291-5690 FOR FURTHER INFORMATION.

PLEDGE OF ALLEGIANCE

1. PRESENTATIONS

1.1 Introduce new police officers, Ingris Berrios, Alejandra Hernandez, Dan Kirby, and John Self, and administer oaths of office. (Wright)

1.2 Presentation of the 2018 Lucky Trail Marathon Post Event Update. (Sabban)

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

1.4 Presentation of the bi-annual Seabrook Economic Development Corporation report. (Chavez / Dunphey)

2. PUBLIC COMMENTS AND ANNOUNCEMENTS

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

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

3. SPECIFIC PUBLIC HEARINGS

3.1 Conduct a public hearing on proposed text changes to Appendix A, "Comprehensive Zoning", Article 5, "Off Street Parking, Loading, Ingress and Egress; and Landscaping and Safety Requirements". (Landis)

ATTACHMENTS: [Agenda Briefing](#) [PZ Report](#) [Ordinance 2018-13](#)

3.2 Conduct a public hearing on the creation of Article 7, "Landscaping and Safety Requirements". (Landis)

ATTACHMENTS: [Agenda Briefing](#) [PZ Report](#) [Ordinance 2018-14](#) [Proposed Article 7](#)

4. CONSENT AGENDA

4.1 Approve an excused absence for Robert Llorente for the April 3, 2018 regular City Council meeting. (Hicks)

4.2 Approve minutes of the April 3, 2018 regular City Council meeting. (Hicks)

ATTACHMENT: [April 3, 2018 minutes](#)

5. NEW BUSINESS

5.1 Consider and take all appropriation action on first reading of proposed Ordinance 2018-13, "Amendment to the Code of the City of Seabrook, Comprehensive Zoning Ordinance, Revising Off-Street Parking, Loading, Ingress and Egress, Landscaping and Safety Requirements, and Providing for a New Title". (Landis)

ATTACHMENTS: [Agenda Briefing](#) [PZ Report](#) [Ordinance 2018-13](#)

AN ORDINANCE AMENDING THE CODE OF THE CITY OF SEABROOK, APPENDIX A, "COMPREHENSIVE ZONING", ARTICLE 5, "OFF-STREET PARKING, LOADING, INGRESS AND EGRESS; AND LANDSCAPING AND SAFETY REQUIREMENTS" TO PROVIDE COMPREHENSIVE REVISIONS AND UPDATES TO THE ENTIRE SUBJECT ARTICLE UNDER A REVISED TITLE "OFF-STREET PARKING, LOADING, INGRESS AND EGRESS"; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2000 FOR VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR NOTICE AND SEVERABILITY

5.2 Consider and take all appropriate action on first reading of proposed Ordinance 2018-14, "Amendment to the Code of the City of Seabrook, Comprehensive Zoning Ordinance, Deleting Landscaping and Buffering Requirements from Article 5, 'Off-Street Parking, Loading, Ingress and Egress' and Recodifying such requirements by Creation of a New Article 7, Entitled, "Landscaping and Buffering Requirements". (Landis)

ATTACHMENTS: [Agenda Briefing](#) [PZ Report](#) [Ordinance 2018-14](#) [Proposed Article 7](#)

AN ORDINANCE AMENDING THE CODE OF THE CITY OF SEABROOK, APPENDIX A, "COMPREHENSIVE ZONING", REPEALING IN ITS ENTIRETY THE PROVISIONS PERTAINING TO LANDSCAPING AND BUFFERING REQUIREMENTS, SECTIONS 5.05 AND 5.06, CONTAINED IN ARTICLE 5, "OFF-STREET PARKING, LOADING, INGRESS AND EGRESS; AND LANDSCAPING AND SAFETY REQUIREMENTS", AND REPLACING SUCH PROVISIONS IN A NEW ARTICLE 7, ENTITLED "LANDSCAPING AND BUFFERING REQUIREMENTS" TO PROVIDE FOR NEW UPDATED AND COMPREHENSIVE REGULATIONS OF THIS SUBJECT MATTER; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2000 FOR VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR

PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR NOTICE AND SEVERABILITY

5.3 Consider and take all appropriate action on proposed Resolution 2018-17, "Suspending the 2018 Effective Date to Implement Interim GRIP Rate Adjustments". (Cook)

ATTACHMENTS: Agenda Briefing Resolution 2018-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS SUSPENDING THE MARCH 2018 EFFECTIVE DATE OF THE PROPOSAL BY CENTERPOINT ENERGY RESOURCES CORPORATION, D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS - TEXAS COAST DIVISION TO IMPLEMENT INTERIM GRIP RATE ADJUSTMENTS FOR GAS UTILITY INVESTMENT IN 2017 AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL

5.4 Consider and take all appropriate action on proposed Resolution 2018-18, "Denying Centerpoint's Application for Increase to Distribution Rates with Seabrook". (Cook)

ATTACHMENTS: Agenda Briefing Resolution 2018-18

A RESOLUTION OF THE CITY OF SEABROOK, TEXAS FINDING THAT CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC'S APPLICATION FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR PURSUANT TO 16 TEX. ADMIN. CODE § 25.243 TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL

5.5 Consider and take all appropriate action on proposed Resolution 2018-19, "Authorizing the Sale of Real Property Described as a 2.0514 Acre Tract in the Ritson Morris Survey, Abstract 52, Harris County, Texas." (Cook)

ATTACHMENTS: Resolution 2018-19 Appraisal Legal Description Ernest Money Contract

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, AUTHORIZING PROCEEDING WITH THE SALE OF CERTAIN REAL PROPERTY, APPROXIMATELY 2.0514 ACRES OUT OF THE RITSON MORRIS SURVEY, ABSTRACT 52, HARRIS COUNTY, TEXAS, BEING OUT OF AND A PART OF LOTS 14 AND 15 OF RUGGLES SUBDIVISION, A SUBDIVISION OF RECORD, MORE SPECIFICALLY DESCRIBED IN EXHIBIT "A"; DETERMINING COMPLIANCE WITH CHAPTER 272.001 OF THE TEXAS LOCAL GOVERNMENT CODE AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT OF SALE AND RELATED DOCUMENTS IN COMPLIANCE WITH IT'S TERM AND ALL APPLICABLE LAWS, REGULATIONS AND CHARTER REQUIREMENTS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

5.6 Consider and take all appropriation action on the budget for the 2018 Celebration Seabrook event, to be held on Saturday, October 6, 2018. (Petersen)

ATTACHMENTS: Agenda Briefing Celebration Seabrook Budget

6. OLD BUSINESS

6.1 Remove from the table and consider and take all appropriate action on the reappointment of Gary Johnson, as a private citizen, to the Board of Directors of the Clear

Lake Emergency Medical Corps (CLEMC), per the provisions of the Agreement between the City of Seabrook and the Clear Lake Emergency Medical Corps, for a term to begin June 1, 2018 and ending June 1, 2019. Mr. Johnson is term limited in At Large Council Position 3 in May 2018. Mr. Johnson is currently serving as the CLEMC Board President. (Davis)

7. ROUTINE BUSINESS

7.1 Review the Clear Lake Emergency Medical Corps (CLEMC) monthly report for March 2018. (Hunter)

ATTACHMENT: Monthly Report

7.2 Review the Seabrook Volunteer Fire Department (SVFD) monthly report for March 2018. (Gutaker)

ATTACHMENT: Monthly Report

7.3 Review the Seabrook Police Department monthly report for February 2018. (Wright)

ATTACHMENT: Monthly Report

7.4 Review the Seabrook Police Department monthly report for March 2018. (Wright)

ATTACHMENT: Monthly Report

7.5 Review the Seabrook Building Department monthly report for March 2018. (Landis)

ATTACHMENT: Monthly Report

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

ATTACHMENT: Action Items Checklist

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

8. CLOSED EXECUTIVE SESSION

8.1 Section 551.072

Discuss the purchase, lease, or exchange of real property in closed session due to potential detrimental effect on City in negotiations with third party if conducted in open session, as provided by Section 551.072 of the Texas Government Code. (Cook)

9. OPEN SESSION

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.

I certify that this notice was posted on the bulletin board on or before Friday, April 13, 2018 no later than 5:00 p.m. and that this notice will remain posted until the meeting has ended.

Stephanie Martinez
Executive Administrative Assistant

ACTION ITEM CHECK LIST

#	STATUS	DATE ASSIGNED	RESPONSIBLE ORGANIZATION	AGENDA ITEM NUMBER	DESCRIPTION OF ACTION ITEM
23	OPEN/IN WORK	11/4/2014	Mayor / City Mgr.	5.1	Provide periodic updates on TxDOT's progress
32	OPEN/IN WORK	2/17/2015	Staff	6.1	Provide periodic
33	OPEN/IN WORK	9/26/17	Staff	3.3	Provide periodic



Agenda Briefing

Date of Meeting: April 17, 2018

Submitting Department: Planning and Permits

Date Submitted: April 5, 2018

Prepared By: Sean Landis

Presenter: Sean Landis

Will there be a guest/visitor presenter who is not an employee?: ☐ Yes ☒ No

What is this person's first and last name and affiliation to this item?: N/A

Subject: Proposed text changes to Appendix A. Comprehensive Zoning, Article 5, "Off-Street Parking, Loading, Ingress and Egress; and Landscaping and Safety Requirements.

Type of Item: ☒ Ordinance ☐ Resolution ☐ Contract/Agreement ☐ Public Hearing ☐ Discussion & Direction

Executive Summary:

AMENDMENT TO THE CODE OF THE CITY OF SEABROOK, COMPREHENSIVE ZONING ORDINANCE, REVISING OFF-STREET PARKING, LOADING, INGRESS AND EGRESS, LANDSCAPING AND SAFETY REQUIREMENTS AND PROVIDING FOR A NEW TITLE

AN ORDINANCE AMENDING THE CODE OF THE CITY OF SEABROOK, APPENDIX A, "COMPREHENSIVE ZONING", ARTICLE 5, "OFF-STREET PARKING, LOADING, INGRESS AND EGRESS; AND LANDSCAPING AND SAFETY REQUIREMENTS" TO PROVIDE COMPREHENSIVE REVISIONS AND UPDATES TO THE ENTIRE SUBJECT ARTICLE UNDER A REVISED TITLE "OFF-STREET PARKING, LOADING, INGRESS AND EGRESS"; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2000 FOR VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR NOTICE AND SEVERABILITY.

Background/Issue (What prompted this need?):

As a result of the aesthetic and functional changes occurring due to the State Highway 146 Expansion Project. The Planning and Zoning Commission along with City Staff identified the city's Parking and Landscaping Ordinance as requiring a comprehensive review. The Planning and Zoning Commission has completed their review and is recommending the attached modifications which include deleting the landscaping regulations from Article 5 and creating a new Article 7 entitled Landscaping Regulations.

The Planning and Zoning Commission at their regular scheduled meeting held on March 15, 2018 recommended approval with a unanimous vote.

Ayes: Aguilar, Caradec, Hammann, Miller, and Soich

Nays:

Abstained:

Absent: DeHart and Picha

Budget Analysis/Funding Comments: N/A

Expenditure Required: \$N/A

Budgeted Amount: \$N/A **Source of Funds/Funding Account:** N/A

Not Budgeted: If approved, the following will be included in the next Budget Amendment and \$N/A will be added to Revenue Account: N/A and \$N/A added to Expenditure Account: N/A

1295 Form Required? ☐ Yes ☐ No

Name of Applicant (if applicable) : N/A

Legal Description/Location (if applicable): N/A

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

Supporting Materials Attached:

1. Ordinance Document 2018-13
2. Proposed Parking Ordinance
3. Planning and Zoning Commission Official Report
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

Recommended Placement on Agenda: Specific Public Hearing/New Business**Recommended Action:**

The Planning and Zoning Commission at their regular scheduled meeting held on March 15, 2018 recommended approval with a unanimous vote.

Ayes: Aguilar, Caradec, Hammann, Miller, and Soich

Nays:

Abstained:

Absent: DeHart and Picha

Reviewed by Department Director, if applicable ☒

Reviewed by Finance Director, if applicable ☐

Reviewed by City Attorney, if applicable ☐

Reviewed by City Manager ☒

Planning & Zoning Commission

OFFICIAL REPORT

The Planning and Zoning Commission of the City of Seabrook met on March 15, 2018 to hold a meeting to consider:

Request for approval of the proposed text changes to Appendix A. Comprehensive Zoning, Article 5, "Off Street Parking, Loading, Ingress and Egress; and Landscaping and Safety Requirements".

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 March 15, 2018, 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>
Greg Aguilar	☒				CAA
Rosebud Caradec	☒				RZC
Mike DeHart				☒	
Buddy Hammann	☒				BH
Dodie Miller	☒				DM
Darrell Picha					
Tracie Soich	☒				TS


Buddy Hammann, Chairman
Planning & Zoning Commission

ATTEST:


Alesia L. Hammock
Secretary

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AN ORDINANCE AMENDING THE CODE OF THE CITY OF SEABROOK, APPENDIX A, “COMPREHENSIVE ZONING”, ARTICLE 5, “OFF-STREET PARKING, LOADING, INGRESS AND EGRESS; AND LANDSCAPING AND SAFETY REQUIREMENTS” TO PROVIDE COMPREHENSIVE REVISIONS AND UPDATES TO THE ENTIRE SUBJECT ARTICLE UNDER A REVISED TITLE “OFF-STREET PARKING, LOADING, INGRESS AND EGRESS”; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2000 FOR VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR NOTICE AND SEVERABILITY.

WHEREAS, a review of the current provisions for off-street parking, loading, ingress and egress, landscaping and safety indicate a current need for complete update and revision for each land use activity within the City to provide for uniform growth, safety and protection of the residents; and

WHEREAS, the Planning and Zoning Commission of the City of Seabrook has conducted a public hearing, received input from staff and is of the opinion and has issued its final report that the amendments hereto are recommended for the public safety, health and welfare and for protection of the residents; and

WHEREAS, the City Council and the Planning and Zoning Commission of the City of Seabrook have studied the present provisions of the Code of Ordinances of the City of Seabrook and have determined the need to completely review, update and revise the current Code provisions relative to off-street parking, loading, ingress/egress, landscaping and related safety requirements; and

WHEREAS, all public notices have been posted, published and all required hearings on this matter have been held in accordance with the Comprehensive Zoning Ordinance and law;

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

49
50 **SECTION 1. FINDINGS OF FACT.**

51
52 That the facts and matters set forth in the preamble of this Ordinance are hereby
53 found to be true and correct and adopted as fact.

54
55 **SECTION 2. AMENDMENT TO THE SEABROOK CITY CODE,**
56 **APPENDIX A, “COMPREHENSIVE ZONING”, ARTICLE 5, “OFF-STREET**
57 **PARKING, LOADING, INGRESS AND EGRESS; AND LANDSCAPING AND**
58 **SAFETY REQUIREMENTS” UNDER A REVISED TITLE “OFF-STREET**
59 **PARKING, LOADING, INGRESS AND EGRESS”**

60
61 The Seabrook City Code, Appendix A, "Comprehensive Zoning", Article 5, “Off-
62 Street Parking, Loading, Ingress And Egress; and Landscaping And Safety
63 Requirements” is amended by revising its title to “Off-Street Parking, Loading, Ingress
64 And Egress” with related revisions and updates as specifically provided hereafter:

65
66 **“ARTICLE 5. - OFF-STREET PARKING, LOADING, INGRESS AND EGRESS;{**
67 **AND LANDSCAPING AND SAFETY REQUIREMENTS]**

68
69 Sec. 5.01. - Off-street parking requirements.

70
71 5.01.01. *Purpose:* The purpose of this section of the ordinance is to regulate
72 required and auxiliary off-street parking facilities. These regulations are designed to
73 provide for the needs of each land use activity within the City of Seabrook.

74
75 5.01.02. *Applicability:* These regulations shall be applied in any of the following
76 circumstances:

77
78 A. Any building, improvement, or use of land approved or erected, after the
79 effective date of this ordinance, shall include the necessary off-street
80 parking spaces that this section of the ordinance requires.

81
82 B. Whenever any building, improvement, or use of land is proposed to be
83 changed (whether or not the existing use is conforming), the provisions of
84 this section of the ordinance shall be met before such change is approved.

85
86 5.01.03. *Minimum number of off-street spaces required:* All land use activities in
87 Seabrook shall be governed by the off-street parking requirements as described in table 5-
88 C later in this article. All fractional parking space calculations shall be counted as a full
89 space.

92 **5.01.04. Mixed Use Parking: The parking requirements for a lot or building**
93 **containing a mixture of uses shall be the sum of the requirements for each type of**
94 **use. No parking space provided for one type of use or building shall be included in**
95 **the calculation of the parking requirements for any other use or building.**
96

97 ~~{5.01.04.}~~ **5.01.05. Shared parking:** ~~[Uses may join in establishing shared~~
98 ~~parking areas, provided that each of the following qualifications are met:]~~ **Where an**
99 **increase in the number of off-street parking spaces is required, the additional**
100 **required spaces may be located on another property that is located on the site of a**
101 **use not normally open and used or operated during the same hours, provided, that**
102 **the following conditions are satisfied:**
103

104 **A. The parking spaces are located within five-hundred feet from an**
105 **entrance to the building or use being served, measured along the**
106 **shortest available pedestrian route with public access.**
107

108 **B. A written agreement assuring the joint usages of the shared parking**
109 **spaces shall be drawn and executed by all parties concerned and shall**
110 **be approved as to form by the city attorney. The city shall be provided**
111 **written notice at least 30 days prior to any change or termination of**
112 **the agreement and such requirement shall be included in the subject**
113 **agreement.**
114

115 **C. The city council may rescind such approval and require additional**
116 **spaces if the city council finds that such shared parking is inadequate**
117 **or results in adversely affecting the public health, safety, or welfare.**
118

119 **D. All off-site shared parking shall also be required to be in conformance**
120 **with all provisions found in subsection 5.01.06., entitled "Proximity."**
121

122 ~~{A. Up to 60 percent of the parking spaces required for a cinema or other place~~
123 ~~of evening entertainment, and up to 80 percent of the parking spaces~~
124 ~~required for a church, auditorium or similar uses, may be provided by or~~
125 ~~used jointly with banks, offices, or other similar uses not normally open,~~
126 ~~used, or operated during evening and weekend hours.~~
127

128 ~~B. A written agreement assuring the joint usages of the shared parking spaces~~
129 ~~shall be drawn and executed by all parties concerned and shall be~~
130 ~~approved as to form by the city. Attorneys' fees shall be paid for by the~~
131 ~~parties subject to the contract and shall not be paid for by Seabrook.~~
132

133 ~~C. The planning and zoning commission shall specifically approve the shared~~
134 ~~parking plan.~~
135
136

~~D. The city council may rescind such approval and require additional spaces if the city council finds that such shared parking is inadequate or is resulting in a public nuisance adversely affecting the public health, safety, or welfare.~~

~~E. All off-site shared parking shall also be required to be in conformance with all provisions found in subsection 5.01.05, entitled "Proximity."~~

~~[5.01.05.]~~ **5.01.06. Proximity:** An off-street parking lot shall be located on the same side of a major thoroughfare as a pedestrian entrance for its associated land use. It shall be located in a district with the same zoning classification for which it is intended to serve. It may not be located on a site that is zoned for residential use. "Major thoroughfares" include but are not limited to NASA Road 1, State Highway 146 and Red Bluff Road. Off-street or offsite parking shall not be permitted as a qualifying component of the parking requirement for a site not adjacent to the parking site and no off street parking facility shall be permitted or allowed if such a use requires or encourages crossing of a major thoroughfare ~~[on foot]~~ by those who would patronize a use located across a major thoroughfare from the off street parking lot in question, unless a special events permit related to the site has been applied for and issued for the date and time the pedestrian crossing is occurring or is to occur, and unless said special event and its promoters provide adequate peace officers as traffic control officials pursuant to the special events permit and regulations.

~~[5.01.06.]~~ **5.01.07. Off-street parking dimensions:** Parking spaces shall be designed and constructed on the basis of the following standards:

- A. *Ninety-degree angle parking:* Each parking space shall be not less than nine feet wide or less than 19 feet in length. Maneuvering space is additional to the parking space and shall be no less than 24 feet perpendicular to the building or parking line.
- B. *Sixty-degree angle parking:* Each parking space shall be not less than nine feet wide or less than 19 feet in length. Maneuvering space is additional to the parking space and shall be no less than 20 feet perpendicular to the building or parking line.
- C. *Forty-five-degree angle parking:* Each parking space shall be not less than nine feet wide or less than 16 feet in length. Maneuvering space is additional to the parking space and shall be no less than 20 feet perpendicular to the building or parking line.

~~[5.01.07.]~~ **5.01.08. Parking area standards:**

- A. *Surface and drainage:* ~~[All parking areas shall have a sealed, non-dusting surface, such as concrete, bituminous concrete, AC10 (chip and seal), pavers or perforated pavers and shall be striped with an approved striping~~

183 or highway paint. In addition, all parking areas shall allow for sufficient
184 drainage. All parking spaces residential or non-residential, aisles and
185 maneuvering areas shall be constructed of an all-weather surface
186 composed of concrete, asphalt, brick or paving stone. Such paving shall
187 meet the minimum construction standards contained in the Seabrook
188 Building Code. Such all-weather surface shall be provided for all
189 parking spaces, whether enclosed or unenclosed, and shall be
190 connected by an all-weather surface driveway to a street or alley.
191 Rock, gravel and dirt parking surfaces are prohibited.

192
193 **B. Curbs, wheel stops and islands:** Parking spaces abutting on adjoining
194 property lines or street right-of-way lines shall be provided with wheel
195 guards or bumper guards so located that no part of a normally
196 parked vehicle will extend beyond the property line.

197
198 ~~[B.]~~ **C. Maintenance:** All parking areas shall be continually maintained in a
199 satisfactory condition so as to be safe, ~~[and]~~ attractive and free of any
200 hazard, nuisance, or other unsafe condition.

201
202 ~~[C.]~~ **D. Lighting:** To prevent nuisance situations, all parking area lighting shall be
203 designed and operated so as not to reflect or shine on adjacent properties.

204
205 **E. Wooden poles:** Site lighting for a non-residential use shall not be
206 constructed of wood.

207
208 ~~[D.]~~ **F. Parking space identification marking:** Except for single-family and two-
209 family residential uses, parking spaces shall be permanently and clearly
210 identified by stripes, tiles, curbs, barriers, or other approved methods.
211 Impermanent marking, such as paint, shall be regularly maintained. If any
212 space identification markings become worn or otherwise dysfunctional, it
213 is the responsibility of the property owner to replace or repair the
214 identifiers within 30 days of notification of same by the code enforcement
215 officer.

216
217 ~~[E.]~~ **G. Headlight beam barriers:** Whenever a parking lot is located across the
218 street from or adjacent to residentially zoned property (whether or not
219 residences have been built at the time the parking lot is constructed), a
220 permanent natural or artificial solid barrier of not less than three feet and
221 not more than four feet above the finished grade of the off-street parking
222 area shall be erected and maintained so as to provide a headlight screen for
223 the residential district.

224
225 ~~[5.01.08. Planned unit development:~~ The minimum parking space requirement for
226 ~~planned unit development shall be calculated by adding the specific parking space~~
227 ~~requirements for each use included in the development, except as provided for in~~
228 ~~subsection 5.01(d) [5.01.04] above, entitled "Shared parking."}]~~

5.01.09. *Parking lot design:*

- A. *Lighting:* All off-street parking areas for land uses permitted in districts other than R-LD, R-1, and R-2, and which are used after dark, shall be illuminated. Such illumination shall begin ~~[one-half hour after]~~ **at** sunset, and **continue, at a minimum** throughout the hours of **operation.** ~~[or until midnight, whichever is later.]~~
- B. *Accessibility:* All parking spaces shall be accessible at all times from a street, aisle, or driveway intended to serve such off-street parking.
- C. **Except for single-family dwelling units, parking spaces shall be arranged so that vehicles shall not be required to back out of the parking spaces directly into a street.**

~~[5.01.10. *Special requirements for automotive retail sales:* Each new car lot and each used car lot or place of business for the sale of trucks or other motor vehicles existing or hereafter established shall be required to provide and conform to the following minimum standards and requirements:~~

- A. ~~— The entire surface of the lot upon which such vehicles are displayed for sale shall be paved, and shall be graded to drain properly.~~
- B. ~~— No vehicle displayed for sale upon a lot shall be parked within three feet of the right-of-way line abutting public streets or other public property, or within three feet of any private property line.~~

~~5.01.11.]~~ **5.01.10.** *Requirements for off-street physically handicapped parking:* Spaces for the handicapped and physically impaired shall be provided in accordance with federal and state law.

~~[5.01.12.]~~ **5.01.11.** *Requirements for parking/storage of boats, campers and other towed or driven vehicles:* No towed vehicles, including trailers, mobile homes, boat trailers, boats, boat rigging or carts and some motor-driven vehicles, including motor homes, recreational vehicles or campers, shall be parked, stored or left standing in streets, public rights-of-way or on lawns between the actual front line of any structure and the street (or in the case of a corner lot, between the side construction line of any structure and the street). Nothing herein shall prohibit parking on an existing paved or approved unpaved driveway.

~~[5.01.13. *Parking area structures:* The following restrictions apply to any structure with parking on a level above the street level or for any parking areas enclosed by a roof.~~

- A. ~~In all districts, above grade parking structures shall conform to the height restrictions set forth in this ordinance.~~
- B. ~~The distance from parking structure entry and exit points to a corner of a street intersection shall be no less than 20 feet to minimize traffic interference.~~
- C. ~~Ramps shall not be constructed with slopes exceeding 15 percent and single lane entrances shall not be less than 12 feet wide at the street.~~
- D. ~~A minimum of one car length shall be provided between an exit control gate and the inside edge of a sidewalk to minimize conflicts between existing cars and pedestrians.~~
- E. ~~Parking structure facades shall be left at least 50 percent open and exposed, and interior light levels shall be maintained at ten footcandles to enhance security. Full enclosure of any level of a parking structure may be permitted only if such structure has a fully equipped and operational sprinkler system and is mechanically ventilated.]~~

~~[5.01.14.]~~ **5.01.12.** *Adjustments:* For a use or a site subject to **recommendation** [approval] by the planning and zoning commission as a planned unit development, a conditional use or as auxiliary parking, the minimum requirements of this section may be adjusted in order to improve the safety, usability, efficiency, attractiveness, and protection to adjoining land uses. ~~[in a manner equal to or greater than the specific requirements of this section of the ordinance.]~~

(Ord. No. 94-14, § 1, 6-21-1994; Ord. No. 95-22, art. 2, 10-17-1995; Ord. No. 98-21, § 2, 11-3-1998; Ord. No. 2002-06, § 2, 5-21-2002)

Sec. 5.02. - Off-street loading and storage requirements.

5.02.01. Purpose: The purpose of this section of the ordinance is to require the allocation of sufficient off-street/on-site loading facilities and storage space by business and industry to ensure that the loading and unloading of vehicles will not interfere with traffic flow or block roadways, **safety** and/or fire lanes.

5.02.02. Application:

- A. All retail, commercial, and industrial structures, or portions of such structures, shall provide and maintain off-street facilities for the loading and unloading of merchandise and goods within the building or outside the building on the premises.

B. Where such loading space is adjacent to a residential district, the space shall be enclosed and screened from such district on three sides.

C. Loading spaces shall have a minimum dimension of 12 feet by 30 feet, and shall not interfere with public right-of-way or emergency vehicle operations.

5.02.03. *Number of off-street loading spaces or berths required:* Off-street loading shall be in conformance with the standards in tables 5-A and 5-B.

5.02.04. *Location:* All off-street loading spaces shall be located at the [side or] rear of the building. No loading space may be in a designated fire lane.

5.02.05. *Surface and drainage:* ~~[All off-street loading areas shall have a sealed, non-dusting surface, such as concrete, bituminous concrete, AC10 (chip and seal), pavers or perforated pavers and shall be striped with an approved striping or highway paint.]~~ **All surface areas upon which vehicles and trucks are parked during unloading operations shall consist of a paved surface, i.e., concrete, HMAC, brick, paving stone, approved by the city building official. In addition, all loading areas shall allow for sufficient drainage.**

TABLE 5-A
REQUIRED OFF-STREET LOADING SPACES FOR RETAIL, COMMERCIAL, AND
INDUSTRIAL LAND USES

<i>Square feet of gross floor area</i>	<i>Minimum required spaces or berths</i>
0 to [5,000] <u>10,000</u>	None
[5,001] <u>10,001</u> to 50,000	1
50,001 to 100,000	2
100,001 to 200,000	3
Each additional 100,000	1 additional

TABLE 5-B
REQUIRED OFF-STREET LOADING SPACES FOR HOTELS, OFFICE BUILDINGS,
RESTAURANTS, AND SIMILAR ESTABLISHMENTS

<i>Square feet of gross floor area</i>	<i>Minimum required spaces or berths</i>
0 to [5,000] <u>20,000</u>	None
[5,001 to 20,000] <u>20,001 to 75,000</u>	1
[20,001] <u>75,001</u> to 150,000	2
150,001 to 300,000	3

300,001 to 500,000	4
500,001 to 1,000,000	5
Each additional 100,000	1 additional

~~{5.02.06. Maintenance: All off-street loading areas shall be continually maintained in a satisfactory condition so as to be safe and attractive and free of any hazard, nuisance, or other unsafe condition.}~~

5.02.06. Parking space identification marking: Parking spaces shall be permanently and clearly identified by stripes, tiles, curbs, barriers, or other approved methods. Impermanent marking, such as paint, shall be regularly maintained. If any space identification markings become worn or otherwise dysfunctional, it is the responsibility of the property owner to replace or repair the identifiers within 30 days of notification of same by the code enforcement officer.

5.02.07. Maintenance: All off-street loading areas shall be continually maintained in a satisfactory condition so as to be safe, attractive and free of any hazard, nuisance, or other unsafe condition.

~~{5.02.07.}~~ **5.02.08. Adjustments:** For a use or a site subject to approval by the planning and zoning commission either as a planned unit development or as a conditional use, the minimum requirements of this section may be adjusted in order to improve the safety, efficiency, usability, attractiveness, and protection to adjoining land uses. ~~[in a manner equal to or greater than the specific requirements of this section of the ordinance.]~~

Sec. 5.03. - Ingress and egress requirements for parking lots.

5.03.01. Entrance and exit widths:

- A. *One-way entrances and exits:* Drives shall be a minimum of 12 feet wide and no greater than 25 feet wide at the property line.
- B. *Two-way entrances and exits:* Drives shall be a minimum of 25 feet wide and no greater than 45 feet wide at the property line.
- C. *Curb return radii:* Curb return radii shall be designed and constructed in accordance with the specifications provided by the [Seabrook] city engineer. Said specifications are incorporated as part of this ordinance by this reference to them.

5.03.02. *Public safety:* The city engineer is empowered to regulate the number and location of ingress and egress points on a site in order to ensure public safety.

5.03.03. *Relationship to intersections:* The minimum location of entrances and exits to parking lots shall not be less than 20 feet from an intersection so as to minimize traffic interference. Distance shall be measured from curb cut to curb cut.

5.03.04. *Adjustments:* For a use or a site subject to approval by the planning and zoning commission either as a planned unit development or as a conditional use, the minimum requirements of this section may be adjusted in order to improve the safety, efficiency, usability, attractiveness, and protection to adjoining land uses. ~~[in a manner equal to or greater than the specific requirements of this section of the ordinance.]~~

~~[Sec. 5.04. Comprehensive parking regulation matrix.]~~

TABLE 5-C
REQUIRED PARKING SPACES BY LAND USE CATEGORY

Land Use Activity	Required Parking
Accessory buildings	None
Accountants	1 space per 300 square feet of gross floor area
Acoustical materials	1 space per 300 sq. ft. of gross office area + 4 spaces per each service bay or one off-street space per 600 sq. ft. of other gross floor area
Adjusters	1 space per 300 square feet of gross floor area
Advertising agencies	1 space per 300 square feet of gross floor area
Air cleaning & purifying equipment	1 space per 300 sq. ft. of gross office area + 4 spaces per each service bay or one off-street space per 600 sq. ft. of other gross floor area
Air compressors	1 space per 300 sq. ft. of gross office area + 4 spaces per each service bay or one off-street space per 600 sq. ft. of other gross floor area
Air conditioners parts & equipment	1 space per 300 sq. ft. of gross office area + 4 spaces per each service bay or one off-street space per 600 sq. ft. of other gross floor area
Airline ticket agency	1 space per 300 square feet of gross floor area
Alcoholic beverage (liquor) stores	1 space per 200 square feet of gross floor area
Alterations, clothing	1 space per 300 square feet of gross floor area
Ambulance service	1 space per 400 square feet of gross floor area

Antique shops & dealers: retail, wholesale	1 space per 300 square feet of gross floor area
Apartment	1.33 spaces/each 1 bdrm. unit, 1.66 spaces/each 2 bdrm. unit, and 2 spaces/each 3 bdrm. unit; If the above calculation results in a ratio of fewer than 1.66 spaces for each living unit, then the parking requirement shall be increased to provide no fewer than 1.66 parking spaces for each living unit
Apartment rental agencies	1 space per 200 square feet of gross floor area
Appliance rental agencies	1 space per 300 square feet of gross floor area
Appliance dealers	1 space per 300 square feet of gross floor area
Appraisers	1 space per 300 square feet of gross floor area
Architects	1 space per 300 square feet of gross floor area
Art galleries & dealers	1 space per 300 square feet of gross floor area
Artists	1 space per 300 square feet of gross floor area
Arts & crafts supplies	1 space per 300 square feet of gross floor area
Attorneys	1 space per 300 square feet of gross floor area
Auction house	1 space per every 4 seats or per square footage as indicated
Auto body painting	1 space per 300 sq. ft. of gross office area + 4 spaces per each service bay or one off-street space per 600 sq. ft. of other gross floor area
Auto body repair	1 space per 300 sq. ft. of gross office area + 4 spaces per each service bay or one off-street space per 600 sq. ft. of other gross floor area
Auto cleanup & detail service	1 space per 300 square feet of gross floor area
Auto dealers, new vehicles	1 space per 300 sq. ft. of gross office area + 4 spaces per each service bay or one off-street space per 600 sq. ft. of other gross floor area
Auto dealers, used vehicles	1 space per 300 sq. ft. of gross office area + 4 spaces per each service bay or one off-street space per 600 sq. ft. of other gross floor area
Auto engine repair	1 space per 300 sq. ft. of gross office area + 4 spaces per each service bay or one off-street space per 600 sq. ft. of other gross floor area
Auto muffler shop	1 space per 300 sq. ft. of gross office area + 4 spaces per each service bay or one off-street space per 600 sq. ft. of other gross floor area

Auto parts & supplies	1 space per 300 square feet of gross floor area
Auto rental & leasing	1 space per 300 square feet of gross floor area
Auto seat covers, tops & upholstery	1 space per 300 square feet of gross floor area
Auto service station	2 spaces per bay + 2 stacking spaces per pump
Auto wheel & brake service	1 space per 300 square feet of gross floor area
Auto wrecker service	1 space per 300 square feet of gross floor area
Auto undercoating & rustproofing	1 space per 300 sq. ft. of gross office area + 4 spaces per each service bay or one off-street space per 600 sq. ft. of other gross floor area
Automatic teller machine	2 spaces per machine (walk-up) or 1 space at the machine + 2 stacking spaces (drive-up)
Bait & tackle shops	1 space per 300 square feet of gross floor area
Bakers, retail	1 space per 300 square feet of gross floor area
Bakers, wholesale	1 space per 300 sq. ft. of gross office area + 4 spaces per each service bay or one off-street space per 600 sq. ft. of other gross floor area
Banks or financial services	1 space per 400 square feet of gross area + 8 stacking spaces per teller lane
Banquet hall	1 space per 75 square feet of net floor area
Barbeque equipment, retail	1 space per 300 square feet of gross floor area
Barbers & beauty salons	1 space per 300 square feet of gross floor area
Bars	1 space per 100 square feet of restaurant/bar area + 1 space per 200 square feet of other gross floor area
Batteries, retail & storage	1 space per 300 square feet of gross floor area
Bed & breakfast	1 space per bedroom
Bicycle sales	1 space per 300 square feet of gross floor area
Billiard parlor	1 space per 100 square feet of restaurant/bar area + 1 space per 200 square feet of other gross floor area
Bingo parlor	1 space per every 4 seats
Blueprinting	1 space per 400 square feet of gross floor area
Boat engine repair & service	1 space/300 sq. ft. of gross office space + 1 space/600 sq. ft. of gross parts/service space + 1 space/each 1,000 sq. ft. of out of water display
Boat equipment & supplies	1 space per 300 square feet of gross floor area

Boat hull repair & construction	1 space/300 sq. ft. of gross office space + 1 space/600 sq. ft. of gross parts/service space + 1 space/each 1,000 sq. ft. of out of water display
Boat rental	1 space/300 sq. ft. of gross office space + 1 space/600 sq. ft. of gross parts/service space + 1 space/each 1,000 sq. ft. of out of water display
Boat sales	1 space/300 sq. ft. of gross office space + 1 space/600 sq. ft. of gross parts/service space + 1 space/each 1,000 sq. ft. of out of water display
Book dealers, retail	1 space per 300 square feet of gross floor area
Bookkeeping services	1 space per 300 square feet of gross floor area
Bowling alleys	1 space per 100 square feet of restaurant/bar area + 1 space per 200 square feet of other gross floor area
Building material sales	1 space per 300 square feet of gross retail area + 1 space per each 800 square feet of warehouse space
Cabinet makers & millwork shops	1 space per 400 square feet of gross floor area
Candy & confection, retail	1 space per 300 square feet of gross floor area
Candy & confection, wholesale	1 space per 300 sq. ft. of gross office area + 4 spaces per each service bay or one off street space per 600 sq. ft. of other gross floor area
Carwash	1 space per bay + 2 stacking spaces per bay
Carpet & rug dealers	1 space per 300 square feet of gross floor area
Caterers	1 space per 300 square feet of gross floor area
Cellular communications tower	1 service parking space
Cemetery or mausoleum	None required
Child care & day nursery	1 space per 200 square feet of gross floor area
Chiropractors	2 spaces per examination room
Church or place of worship	1 space for each 5 seats in the primary auditorium or 1 space per each 100 sq. ft. of gross floor area, whichever is more stringent
Cigar lounge	1 space per 200 square feet of net floor area
Cigar & tobacco shop	1 space per 300 square feet of net floor area
Civic club	1 space per 100 square feet of restaurant/bar area + 1 space per 200 square feet of other gross floor area
Clothing store	1 space per 300 square feet of gross floor area

Cluster housing	2 off-street spaces per dwelling
Coin dealers	1 space per 300 square feet of gross floor area
Commercial automobile parking garage	N/A
Commercial automobile parking lot	N/A
Computer sales & service	1 space per 300 square feet of gross floor area
Condominiums	1.33 spaces/each 1-bdrm. unit, 1.66 spaces/each 2-bdrm. unit, and 2 spaces/each 3-bdrm. unit If the above calculation results in a ratio of fewer than 1.66 spaces for each living unit, then the parking requirement shall be increased to provide no fewer than 1.66 parking spaces for each living unit
Contractors (electrical, fence, general, etc.)	1 space per 300 square feet of gross floor area + 4 spaces per each service bay
Convenience stores	1 space per 200 square feet of gross floor area
Copy & duplicating services	1 space per 300 square feet of gross floor area
Dancehalls	1 space per 100 square feet of gross floor area
Dance instruction	1 space per 300 square feet of gross floor area
Delivery services	1 space per 300 square feet of gross floor area
Dental laboratories	1 space per 400 square feet of gross floor area
Dentists	1.5 spaces per each operator
Department stores	1 space per 200 square feet of gross floor area
Dinner theatre	1 space per 100 square feet of dining/bar area
Discount stores	1 space per 200 square feet of gross floor area
Doctor's office	2 spaces per examination room
Domestic animal grooming	1 space per 300 square feet of gross floor area
Domestic animal training schools	1 space per 300 square feet of gross floor area
Domestic waste recycling center	1 space/2 employees on largest shift + 1 space/company vehicle & local driver or 1 space/800 sq. ft. of gross floor space, whichever is greater
Dressmaking	1 space per 300 square feet of gross floor area
Drive-ins (prepared food)	1 space per 100 square feet of gross floor area
Druggists	1 space per 300 square feet of gross floor area

Dry cleaners (pickup only)	1 space per 300 square feet of gross floor area
Duplex	4 off-street spaces
Electrical equipment & supplies, retail	1 space per 300 square feet of gross floor area
Electrical equipment & supplies, wholesale	1 space per 300 square feet of gross floor area
Electronic, retail: sales & service	1 space per 300 square feet of gross floor area
Electronics manufacturer	1 space/2 employees on largest shift + 1 space/company vehicle & local driver or 1 space/800 sq. ft. of gross floor space, whichever is greater
Employment agencies	1 space per 300 square feet of gross floor area
Engine repair (non-marine)	1 space per 300 sq. ft. of gross office area + 4 spaces per each service bay or one off-street space per 600 sq. ft. of other gross floor area
Engine repair (marine)	1 space per 300 sq. ft. of gross office area + 4 spaces per each service bay or one off-street space per 600 sq. ft. of other gross floor area
Engineers	1 space per 300 square feet of gross floor area
Excursion/charter boat facilities	1 space per every 4 seats/places of available capacity
Exterminators & pest control	1 space per 300 square feet of gross floor area
Fabric shops	1 space per 300 square feet of gross floor area
Fish & seafood, retail	1 space per 300 square feet of gross floor area
Fish & seafood, wholesale	1 space per 300 square feet of gross office area + 4 spaces per each service bay
Fishing & sightseeing facilities	1 space per every 4 seats/places of available capacity
Florists with greenhouses	1 space per 300 square feet of gross floor area
Florists without greenhouses	1 space per 300 square feet of gross floor area
Foodstore, specialty	1 space per 200 square feet of gross floor area
Fraternal organizations	1 space per 100 square feet of restaurant/bar area + 1 space per 200 square feet of other gross floor area
Frozen food lockers	1 space per 300 square feet of gross floor area
Furniture dealers	1 space per 300 square feet of gross floor area

Funeral home, mortuary	1 space per 200 square feet of gross floor area
Game rooms & billiard parlors	1 space per 100 square feet of restaurant/bar area + 1 space per 200 square feet of other gross floor area
Gasoline service stations	3 spaces per bay + 2 stacking spaces per pump
Gift shops	1 space per 300 square feet of gross floor area
Glass sales, tinting & replacement	1 space per 300 square feet of gross floor area
Golf course/country club	Determined to the satisfaction of the planning & zoning commission
Gravestone/tombstone sales	1 space per 300 square feet of gross floor area
Greenhouse	1 space per each 300 square feet of retail area
Grocery stores	1 space per 200 square feet of gross floor area
Group homes	1 space for every two residents
Gunsmiths	1 space per 300 square feet of gross floor area
Handicraft shops	1 space per each 300 square feet of retail area
Hardware stores	1 space per 300 square feet of gross floor area
Health club	1 space per 300 square feet of gross floor area
Heavy machinery sales	1 space per 800 square feet of gross floor area + 1 space per 2 employees on largest shift
High rise	As per individual included uses found within this matrix
Hospice	1 space per bed
Hospital	1 space per bed
Hotels & motels	1 space per dwelling unit + spaces as per additional commercial space as required by this matrix
Insurance agencies	1 space per 300 square feet of gross floor area
Interior decorators	1 space per 300 square feet of gross floor area
Janitorial services & supplies	1 space per 300 square feet of gross floor area
Jewelers, retail & repair	1 space per 300 square feet of gross floor area
Kennel, outdoor	1 space per 300 square feet of gross floor area
Keys, lock & locksmiths	1 space per 300 square feet of gross floor area
Laundry, self-service	1 space per 300 square feet of gross floor area or 1.5 spaces per washer, whichever is more stringent
Lawn mowers, retail &	1 space per 300 square feet of gross floor area

repair	
Libraries	1 space per 300 square feet of public area and meeting rooms
Limousine service	1 space for each 2 employees on largest shift + 2 service spaces
Lumber sales	1 space per 300 square feet of gross retail area + 1 space per each 800 square feet of warehouse space
Machine shops & welding	1 space per 300 sq. ft. of gross office area + 4 spaces per each service bay or one off-street space per 400 sq. ft. of other gross floor area
Mailbox rentals	1 space per 300 square feet of gross floor area
Manufactured homes	2 off-street spaces per lot
Marina, private	1 space for every four slips
Marina, commercial	1 space for every four slips
Marriage & family counselors	1 space per 300 square feet of gross floor area
Medical clinics (no ambulances)	1 space per 300 square feet of gross floor area
Medical emergency clinics (w/ambulance)	1 space per 300 square feet of gross floor area
Medical equipment & supplies	1 space per 300 square feet of gross floor area
Mobile home	2 off-street spaces per pad
Mobile home park	2 off-street spaces per pad or lot + 15% of total for guest parking
Monastery or convent	1 space for each two residents
Motion picture theatre	1 space for each three seats
Motorcycle sales & repair	1 space per 300 square feet of gross floor area
Museums	1 space per 300 square feet of gross floor area and meeting rooms
Musical instrument dealers	1 space per 300 square feet of gross floor area
Needlework and materials	1 space per 300 square feet of gross floor area
Newsstands	1 space per 300 square feet of gross floor area
Notaries public	1 space per 300 square feet of gross floor area
Nurseries without greenhouses	1 space per 300 square feet of gross office area + 4 spaces per each service bay or one off-street space per 600 square

	feet of other gross floor area
Nurseries with greenhouses	1 space per 300 square feet of gross office area + 4 spaces per each service bay or one off street space per 600 square feet of other gross floor area
Nursing homes	1 space for every ten beds
Office buildings (multiple tenants)	1 space per 300 square feet of gross floor area
Office furniture & equipment	1 space per 300 square feet of gross floor area
Office supply stores	1 space per 300 square feet of gross floor area
Open air market	1 space per 300 square feet of net covered area (each booth shall be charged with no less than 100 square feet under cover) + 1 space per 800 square feet of outside display area
Optical goods and opticians	1 space per 300 square feet of gross floor area
Optometrists	1 space per 300 square feet of gross floor area
Paint stores, retail	1 space per 300 square feet of gross floor area
Pawnbrokers	1 space per 300 square feet of gross floor area
Personal care home (assisted living)	1 space per 300 square feet of gross floor area
Pet shops, indoor only	1 space per 300 square feet of gross floor area
Pharmacies	1 space per 300 square feet of gross floor area
Photo finishing, retail	1 space per 300 square feet of gross floor area
Photography studio	1 space per 300 square feet of gross floor area
Physicians	1 space per 300 square feet of gross floor area
Picture frames & framing	1 space per 300 square feet of gross floor area
Plant sales, indoor only	1 space per 300 square feet of gross floor area
Plant sales, outdoor	1 space per 600 square feet of gross display area
Printers & publishers	1 space per 300 square feet of gross office area + 4 spaces per each service bay or one off street space per 600 square feet of other gross floor area
Private clubs (as per TABC)	1 space per 100 square feet of restaurant/bar area + 1 space per 200 square feet of other gross floor area
Private mailing service	1 space per 300 square feet of gross floor area
Private schools	Determined to the satisfaction of the planning & zoning commission

Private subdivision recreational amenities	Determined during site planning process
Produce, retail	1 space per 300 square feet of gross floor area
Product assembly plants (manufacturing)	1 space/2 employees on largest shift + 1 space/local driver & co. vehicle or one space/800 square feet of gross floor space, whichever is greater
Psychologists & psychotherapists	1 space per 300 square feet of gross floor area
Public use (governmental)	N/A
Pumps, industrial sales and service	1 space per 300 square feet of gross office area + 4 spaces per each service bay or one off-street space per 600 square feet of other gross floor area
Quick lube/oil change	1 space per bay + two stacking spaces per bay
Radio communications operation	1 space per 300 square feet of gross floor area
Radio communications equipment, retail	1 space per 300 square feet of gross floor area
Radio/television transmission tower (commercial)	2 service spaces
Real estate agents & brokers	1 space per 300 square feet of gross floor area
Recreational vehicle sales, rental & repair	1 space per 300 square feet of gross office area + 4 spaces per each service bay or one off-street space per 600 square feet of other gross floor area
Rental service store (no heavy equipment)	1 space per 300 square feet of gross floor area
Rental service store, commercial & industrial	1 space per 300 square feet of gross office area + 4 spaces per each service bay or one off-street space per 600 square feet of other gross floor area
Restaurants	1 space per 100 square feet of customer area
Restaurants (delivery & pickup only)	1 space per 100 square feet of customer area + 4 stacking spaces per drive-up window + 1 space per every 2 employees on largest shift
Restaurant equipment & supplies	1 space per 300 square feet of gross floor area
Retirement residential community	1 space per dwelling unit + 0.5 spaces in common area for each unit

Sailmakers	1 space per 600 square feet of gross floor area
Satellite receiving antenna farm (commercial)	1 service space per antenna
Secretarial & answering services	1 space per 300 square feet of gross floor area
Sexually oriented business	1 space per 100 square feet of gross floor area
Ships chandlery store	1 space per 300 square feet of gross floor area
Shipyards	1 space per every four slips + 1 space per each 1,000 square feet of gross floor/display area
Shoe repair	1 space per 300 square feet of gross floor area
Shopping centers	1 space per 300 square feet of gross floor area
Signs, manufacturing	1 space per 300 square feet of gross floor area + 4 spaces per service bay
Single family detached residence	2 off-street spaces
Skating rinks	1 space per 200 square feet of gross floor area
Smoke & head shop	1 space per 300 square feet of net floor area
Sporting goods	1 space per 300 square feet of gross floor area
Sports and recreational arenas	1 space per each 2 permanent seats. This is a nominal parking requirement standard which may be adjusted depending on the specific conditional use permit request
Stables	1 space for every four stalls
State vehicle inspection center	1 space per bay + 2 stacking spaces per bay + 1 space for every 2 employees
Stationery stores	1 space per 300 square feet of gross floor area
Stocks and bonds brokers	1 space per 300 square feet of gross floor area
Storage, auto; inside	1 space per 300 square feet of gross floor area
Storage, auto; outside	1 space per 300 square feet of gross floor area
Storage, boat, inside with launch	1 space per 300 square feet of gross floor area
Storage, boat, outside with launch	1 space per 300 square feet of gross floor area
Storage, boat, surface, inside without launch	1 space per 300 square feet of gross floor area
Storage, boat, surface, outside without launch	1 space per 300 square feet of gross floor area

Swimming pool & spa sales & supplies	1 space per 300 square feet of gross floor area
Tailor shop	1 space per 300 square feet of gross floor area
Tattoo parlor	1 space per 300 square feet of net floor area
Telephone equipment & sales	1 space per 300 square feet of gross floor area
Tele-video production	1 space per 500 square feet of gross floor area
Theatre	1 space for every three seats
Tire dealers and service	3 spaces per bay
Tire companies	1 space per 300 square feet of gross floor area
Townhouse	2 off-street spaces per dwelling + 0.5 spaces per dwelling in the common area
Travel agencies	1 space per 300 square feet of gross floor area
Truck rental & leasing	1 space per 300 square feet of gross office area + 4 spaces per each service bay or one off-street space per 600 square feet of other gross floor area
Trucking company	1 space/2 employees on largest shift + 1 space/local driver & co. vehicle or one space/800 square feet of gross floor space, whichever is greater
Upholstery shop	1 space per 300 square feet of gross floor area
Variety stores	1 space per 200 square feet of gross floor area
Veterinarians & animal hospitals (no outside kennels)	1 space per 400 square feet of gross floor area
Veterinarians (with outside kennels)	1 space per 400 square feet of gross floor area
Video rental stores	1 space per 300 square feet of gross floor area
Wallpapering & wall covering, retail	1 space per 300 square feet of gross floor area
Warehouse	1 space/2 employees on largest shift + 1 space/local driver & co. vehicle or one space/800 square feet of gross floor space, whichever is greater
Warehouses, offices & mini	1 space per 300 square feet of gross floor area
Wholesale services	1 space/2 employees on largest shift + 1 space/local driver & co. vehicle or one space/800 square feet of gross floor space, whichever is greater

Wood products manufacturing	1 space/2 employees on largest shift + 1 space/local driver & co. vehicle or one space/800 square feet of gross floor space, whichever is greater
Woodwork shops for artisan crafts	1 space per 400 square feet of gross floor area
Yacht brokerage	1 space for each 300 square feet of office space
Yacht/sailing club	1 space for every four slips
Zero lot line homes	2 off-street spaces per unit }

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Sec. 5.04 Comprehensive parking regulation matrix.

TABLE 5-C
REQUIRED PARKING SPACES BY LAND USE CATEGORY

<u>Land Use Activity</u>	<u>Required Parking</u>
<u>Residential Uses</u>	
<u>Apartments</u>	<u>1.33 spaces/each 1-bdrm. unit, 1.66 spaces/each 2-bdrm. unit, and 2 spaces/each 3-bdrm. unit; If the above calculation results in a ratio of fewer than 1.66 spaces for each living unit, then the parking requirement shall be increased to provide no fewer than 1.66 parking spaces for each living unit.</u>
<u>Assisted Living Facilities</u>	<u>1 off-street space per every 5 units.</u>
<u>Cluster housing</u>	<u>2 off-street spaces per unit.</u>
<u>Condominium</u>	<u>1.33 spaces/each 1-bdrm. unit, 1.66 spaces/each 2-bdrm. unit, and 2 spaces/each 3-bdrm. unit; If the above calculation results in a ratio of fewer than 1.66 spaces for each living unit, then the parking requirement shall be increased to provide no fewer than 1.66 parking spaces for each living unit.</u>
<u>Duplex</u>	<u>2 off-street spaces per unit.</u>
<u>Group homes</u>	<u>1 off-street space per every 5 units.</u>
<u>Manufactured home / manufactured home park</u>	<u>2 off-street spaces per unit.</u>
<u>Single-family detached residence</u>	<u>2 off-street spaces per unit.</u>

<u>Townhouse</u>	<u>2 off-street spaces per unit.</u>
<u>Zero lot line homes</u>	<u>2 off-street spaces per unit.</u>
<u>Non-Residential Uses</u>	
<u>Accessory building/uses (all uses must be allowed per the zone)</u>	<u>None required.</u>
<u>Alterations, clothing</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Ambulance service</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Animal training schools</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Appliance dealers / rental</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Auction house</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Auto body repair / painting</u>	<u>1 space per 300 sq. ft. of gross office area + 4 spaces per each service bay + 1 space/each 2,000 sq. ft. of outdoor service area. .</u>
<u>Auto dealers</u>	<u>1 space/300 sq. ft. of gross office space + 1 space/600 sq. ft. of gross parts/service space + 1 space/each 2,000 sq. ft. of outdoor display area.</u>
<u>Auto repair/detailing</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Auto rental & leasing</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Auto wrecker service</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Bakers, wholesale</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Banks or financial services</u>	<u>1 space per 400 square feet of gross area + 4 stacking spaces per teller lane.</u>
<u>Banquet hall</u>	<u>1 space per 75 square feet of net floor area.</u>
<u>Barbers / beauty salons /day spa</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Bars</u>	<u>1 space per 100 square feet of restaurant/bar area + 1 space per 200 square feet of other gross floor area.</u>
<u>Bed & breakfast</u>	<u>1 space per bedroom.</u>
<u>Bingo parlor</u>	<u>1 space per every 4 seats.</u>
<u>Boat engine repair & service</u>	<u>1 space/300 sq. ft. of gross office space + 1 space/600 sq. ft. of gross parts/service space + 1 space/each 2,000 sq. ft. of outdoor service area.</u>
<u>Boat hull repair & construction</u>	<u>1 space/300 sq. ft. of gross office space + 1 space/600 sq. ft. of gross parts/service space + 1 space/each 2,000 sq. ft. of outdoor display area.</u>

<u>Boat rental</u>	<u>1 space/300 sq. ft. of gross office space + 1 space/each 2,000 sq. ft. of outdoor display area.</u>
<u>Boat sales</u>	<u>1 space/300 sq. ft. of gross office space + 1 space/600 sq. ft. of gross parts/service space + 1 space/each 2,000 sq. ft. of outdoor display area.</u>
<u>Bowling alleys</u>	<u>1 space per 100 square feet of restaurant/bar area + 1 space per 200 square feet of other gross floor area.</u>
<u>Cabinet makers & millwork shops</u>	<u>1 space per 400 square feet of gross floor area.</u>
<u>Candy & confection, wholesale</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Caterers</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Cellular communications tower</u>	<u>1 service parking space.</u>
<u>Cemetery or mausoleum</u>	<u>None required.</u>
<u>Charter boat-service</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Child day care center</u>	<u>1 space per 300 square feet of gross floor area + 1 space for every two employees.</u>
<u>Child day care family home</u>	<u>2 spaces</u>
<u>Church / place of worship</u>	<u>1 space for each 4 seats in the primary auditorium or 1 space per each 100 sq. ft. of gross floor area, whichever is greater.</u>
<u>Cigar lounge</u>	<u>1 space per 200 square feet of net floor area.</u>
<u>Cigar & tobacco shop</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Civic club</u>	<u>1 space per 100 square feet of restaurant/bar area + 1 space per 200 square feet of other gross floor area.</u>
<u>Commercial automobile parking lot / garage</u>	<u>N/A</u>
<u>Computer sales & service</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Contractors (with outside storage)</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Contractors (without outside storage)</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Convenience stores (without fuel pumps)</u>	<u>1 space per 200 square feet of gross floor area.</u>
<u>Copy & duplicating services</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Dancehalls</u>	<u>1 space per 100 square feet of gross floor area.</u>
<u>Dance instruction</u>	<u>1 space per 300 square feet of gross floor area.</u>

<u>Delivery services</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Dinner theatre</u>	<u>1 space per 100 square feet of dining/bar area.</u>
<u>Domestic animal training schools</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Dry cleaners (pickup only)</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Electrical equipment & supplies, wholesale</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Electronics manufacturer</u>	<u>1 space/2 employees on largest shift + 1 space/company vehicle & local driver or 1 space/800 sq. ft. of gross floor space, whichever is greater.</u>
<u>Exterminators & pest control</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Farm</u>	<u>N/A</u>
<u>Fish & seafood, retail</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Fish & seafood, wholesale</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Fraternal organizations</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Funeral home / mortuary</u>	<u>1 space per 200 square feet of gross floor area.</u>
<u>Game rooms & billiard parlors</u>	<u>1 space per 100 square feet of restaurant/bar area + 1 space per 200 square feet of other gross floor area.</u>
<u>Gasoline service stations / convenience stores</u>	<u>1 space per 200 square feet of gross floor area + 3 spaces per bay + 2 stacking spaces per pump.</u>
<u>Glass sales, tinting & replacement</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Golf course/country club</u>	<u>Determined to the satisfaction of the planning & zoning commission.</u>
<u>Greenhouse</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Gunsmiths</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Health club</u>	<u>1 space per 100 square feet of gross floor area.</u>
<u>Heavy machinery sales/rental</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>High rise (all uses within must be allowed per the zone)</u>	<u>As per individual included uses found within this matrix.</u>
<u>Hospice</u>	<u>1 space per bed.</u>
<u>Hospital</u>	<u>1 space per bed.</u>
<u>Hotels & motels (with full service restaurant)</u>	<u>1 space per dwelling unit + spaces as per additional commercial space as required by this matrix.</u>
<u>Janitorial services & supplies</u>	<u>1 space per 300 square feet of gross floor area.</u>

<u>Kennel, outdoor</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Laundry, self-service</u>	<u>1 space per 300 square feet of gross floor area or 1.5 spaces per washer, whichever is more stringent</u>
<u>Limousine service</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Machine shops & welding</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Mailbox rentals</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Mailing service , bulk</u>	<u>1 space per 200 square feet of gross floor area.</u>
<u>Manufacturing</u>	<u>1 space per 5,000 square feet of gross floor area or space for every employee, whichever is greater.</u>
<u>Marina</u>	<u>1 space for every four slips.</u>
<u>Medical emergency clinics (w/ambulance)</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Medical equipment and supplies</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Medical laboratories</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Monastery or convent</u>	<u>1 space for each two residents.</u>
<u>Motion picture theatre</u>	<u>1 space for each three seats.</u>
<u>Motorcycle sales & repair</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Museums</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Nurseries</u>	<u>1 space per 300 square feet of gross office area, plus one off-street space per 1500 square feet of other gross sales area.</u>
<u>Nursing homes</u>	<u>1 space for every ten beds.</u>
<u>Office, professional</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Open air market (all uses must be allowed per the zone)</u>	<u>1 space per 300 square feet of net covered area (each booth shall be charged with no less than 100 square feet under cover) + 1 space per 800 square feet of outside display area.</u>
<u>Pawnbrokers</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Personal care home (assisted living)</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Pet shops (Indoor kennels only)</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Printers</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Private clubs (as per TABC)</u>	<u>1 space per 100 square feet of restaurant/bar area + 1 space per 200 square feet of other gross floor area.</u>

<u>Private schools</u>	<u>To be determined by the Planning and Zoning Commission.</u>
<u>Public use (governmental)</u>	<u>N/A</u>
<u>Pumps, industrial sales and service</u> <u>-</u>	<u>1 space per 300 square feet of gross office area + 4 spaces per each service bay or one off-street space per 1,000 square feet of other gross floor area.</u>
<u>Quick lube/oil change</u>	<u>1 space per 300 square feet of gross office area, plus 1 space per bay, plus two stacking spaces per bay.</u>
<u>Recreational vehicle park</u>	<u>1 space per 300 square feet of gross office area, plus 1 space per RV site.</u>
<u>Recreational vehicle sales, rental & repair</u>	<u>1 space per 300 square feet of gross office area + 4 spaces per each service bay or one off-street space per 600 square feet of other gross floor area</u>
<u>Recycling center</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Rental service store (no heavy equipment)</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Rental, trucks & heavy equipment</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Restaurant equipment & supplies</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Restaurants</u>	<u>1 space per 100 square feet of customer area + 4 stacking spaces per drive-up window + 1 space per every 2 employees on largest shift.</u>
<u>Retail, heavy</u>	<u>1 space per 200 square feet of gross floor area.</u>
<u>Retail, light</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Sailmakers</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Sexually oriented business</u>	<u>1 space per 100 square feet of restaurant/bar area + 1 space per 200 square feet of other gross floor area.</u>
<u>Shipyard</u>	<u>1 space per every four slips + 1 space per each 1,000 square feet of gross floor/display area.</u>
<u>Signs, manufacturing</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Skating rinks</u>	<u>1 space per 200 square feet of gross floor area.</u>
<u>Small engine repair</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Smoke & head shop</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Sports and recreational arenas</u>	<u>1 space per each 2 permanent seats. This is a standard parking requirement standard, which may be adjusted depending on the</u>

	<u>specific conditional use permit request.</u>
<u>Stables</u>	<u>1 space for every four stalls.</u>
<u>Storage, auto; inside</u>	<u>1 space per 300 square feet of gross office floor area.</u>
<u>Storage, auto; outside</u>	<u>1 space per 300 square feet of gross office floor area.</u>
<u>Storage, boat; inside</u>	<u>1 space per 300 square feet of gross office floor area.</u>
<u>Storage, boat; outside</u>	<u>1 space per 300 square feet of gross office floor area.</u>
<u>Swimming pool & spa sales & supplies</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Tattoo Parlor</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Tele-video production</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Theatre</u>	<u>1 space for every three seats.</u>
<u>Tire dealers and service</u>	<u>1 space per 300 square feet of gross office floor area, plus 3 spaces per bay.</u>
<u>Trucking company</u>	<u>1 space/2 employees on largest shift + 1 space/local driver & co. vehicle or one space/800 square feet of gross floor space, whichever is greater.</u>
<u>Upholstery shop</u>	<u>1 space per 200 square feet of gross office floor area.</u>
<u>Veterinarians & animal hospitals (no outside kennels)</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Veterinarians (with outside kennels)</u>	<u>1 space per 300 square feet of gross floor area.</u>
<u>Warehouse</u>	<u>1 space/2 employees on largest shift, plus 1 space/local driver & co. vehicle, plus one space/20,000 square feet of gross warehouse floor space.</u>
<u>Warehouses, offices & mini</u>	<u>1 space per 300 square feet of gross office floor area.</u>
<u>Woodwork shops</u>	<u>1 space per 200 square feet of gross office floor area.</u>
<u>Yacht/sailing club</u>	<u>1 space for every four slips.</u>

(Ord. No. 94-02, § 4, 2-1-1994; Ord. No. 2002-09, § 1, 6-18-2002; Ord. No. 2012-01, § 3(Att. B), 1-17-2012; Ord. No. 2012-14, § 3(Att. B), 9-4-2012; Ord. No. 2012-15, § 3(Att. B), 9-4-2012)

~~[Sec. 5.05. Landscaping requirements.~~

~~5.05.01. Purpose:~~

~~It is the intent of this section to establish minimum standards for the provision, installation, and maintenance of landscape plantings in order to provide for the orderly, safe, and environmentally sound development of land located within the corporate limits of Seabrook, thereby promoting the health, safety, and general welfare of the community.~~

~~The regulations contained herein are necessary to enhance the community's aesthetic, environmental, and ecological qualities, as well as to benefit safety in parking areas.~~

~~Through the use of landscaping, it is possible to improve the appearance of all areas by incorporating open space into development in ways that harmonize and enhance the natural and built environment. It is possible to improve environmental quality through the numerous beneficial effects of landscaping, including:~~

- ~~A. — The improvement of air and water quality through such natural processes as photosynthesis and mineral uptake.~~
- ~~B. — The use of trees and other plants to reduce erosion by the binding of soil particles with their roots thus holding the soil together against the effects of wind and water. When development increases the amount of impervious surface on a site, it greatly increases water flow across exposed soils, causing serious water pollution problems. Vegetation slows this process by acting as a sponge, gradually releasing runoff. This improves water quality and reduces the need for engineered drainage solutions.~~
- ~~C. — Vegetation reduces and/or reverses air, noise, heat, and chemical pollution through the biological filtering capacities of trees and other vegetation.~~
- ~~D. — Landscaping reduces the increase in air temperatures caused by paved surfaces and automobiles through the process of transpiration associated with plant material.~~

~~Vegetation also helps promote energy conservation through the creation of shade, reducing heat gain in or on buildings or paved areas.~~

The use of vegetation also enhances the safety of parking lots through the application of landscaping provisions which guide the circulation of cars and people and which ensure that a driver's vision is unobstructed. The regulations contained in this section of the ordinance are aimed at achieving the goals, objectives, and policies, contained in the Comprehensive Master Plan, 2030.

5.05.02. Definitions: All related definitions are found in article 1.

5.05.03. Separation of right of way and parking areas minimum requirements: A raised island, not less than six inches in height, shall separate the right of way from parking areas. The minimum width of an island varies among the four landscaped strip options that may be selected to fulfill this requirement. If the required plantings result in an inappropriate or impractical design due to underground utilities, overhead wires, or other related factors, specified substitutions are allowed if they are approved by the planning and zoning commission.

5.05.04. Parking area perimeter landscaping minimum requirements:

Perimeter landscape requirements help define parking areas and prevent two adjacent lots from becoming one large expanse of paving. Unless otherwise provided in this ordinance, the minimum width of the perimeter landscape strip separating a parking area and adjoining uses is four feet.

A raised island located on the perimeter of a parking area, not less than six inches in height, 4.5 feet in width, and 15 feet in length, shall be required per each 15 perimeter parking spaces.

5.05.05. Interior parking lot landscaping minimum requirements: Landscaping areas shall be provided for interior vehicular use areas so as to provide visual and climatic relief from broad expanses of pavement and to channel and define logical areas for pedestrian and vehicular circulation.

A. *Single row parking areas:* A raised island, not less than six inches in height, 4.5 feet in width, and 18 feet in length, shall be located at both ends of every single parking row, regardless of the length of the row.

B. *Double parking rows:* A raised island, not less than six inches in height, 4.5 feet in width, and 35 feet in length, shall be located at the end of each row, regardless of the length of each row. Double parking rows of abutting side-by-side spaces shall also include a continuous raised landscaped island centered on the dividing line between such rows of spaces. The raised island shall be not less than six inches in height and 4.5 feet in width and shall be maintained in grass or other landscaping materials.

~~5.05.06. Visibility requirements: Trees used to fulfill these requirements shall at maturity have a clear trunk at least six feet above the finished grade of the parking area to allow for visibility. Shrubs shall be maintained so that their height shall not exceed three feet above the finished grade.~~

~~5.05.07. Maximum row length and curbing requirements: No single or double interior parking row may exceed 15 parking spaces per side. In addition, all landscaped areas shall be separated from parking and vehicle use areas by reinforced concrete curbing.~~

~~5.05.08. Minimum landscaping requirements: Minimum requirements for each zone are listed in table 5-D below.~~

~~TABLE 5-D
MINIMUM LANDSCAPING REQUIREMENTS FOR EACH ZONING DISTRICT~~

R-LD	4 trees/lot
R-1	3 trees/lot
R-2	
Single family	2 trees/lot
Cluster housing	2 trees/lot (landscaping plan required as per 5.05.09)
Zero lot line	2 trees/lot
R-3	
Townhouse	2 trees/lot (minimum of one located on lot)
Apartment	2 trees/dwelling unit
Duplex	2 trees/dwelling unit
C-1	2 trees/lot + 1 tree/10 parking spaces or fraction thereof
C-2	2 trees/lot + 1 tree/10 parking spaces or fraction thereof
C-3	2 trees/lot + 1 tree/10 parking spaces or fraction thereof
WAD	2 trees/lot + 1 tree/10 parking spaces or fraction thereof
MMU	2 trees/lot + 1 tree/10 parking spaces or fraction thereof
OS	
Residence	2 trees/lot
Commercial	2 trees/lot + 1 tree/10 parking spaces or fraction thereof
MH	1 trees/lot
LI	4 trees/10,000 square feet of enclosed space + 1/20 parking spaces or fraction thereof

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Additional requirements:

- ~~(1) Minimum caliper of all trees will be two inches.~~
- ~~(2) Landscaping required by parking must be generally distributed amongst the parking area.~~
- ~~(3) Amounts of landscaping materials must be calculated only by the actual number of parking spaces provided.~~
- ~~(4) Landscaping must be in place prior to the issuance of a certificate of occupancy.~~

~~5.05.09. Placement of landscaping: All landscaping shall be placed forward of the rear face of the primary structure.~~

~~5.05.10. Planting criteria: Plants used to fulfill the requirements of this ordinance shall meet the following standards:~~

- ~~A. Trees: Trees planted for credit under the terms of this ordinance shall be a minimum of feet in height when measured immediately after planting. Trees shall have an average mature crown greater than 12 feet.~~
- ~~B. Shrubs, vines, and ground cover: Shrubs, vines, and ground cover planted pursuant to this ordinance shall be good, healthy stock. Shrubs shall be, at a minimum, one gallon container sized.~~
- ~~C. Lawn grass: Lawn grass shall consist of species normally grown in Seabrook. Grass areas may be sodded, plugged, sprigged, or seeded except that solid sod shall be used in areas subject to erosion.~~
- ~~D. Synthetic lawns or plants: Synthetic or artificial lawns or plants may not be used in lieu of plant requirements.~~
- ~~E. Architectural planters: Architectural planters are permitted in the fulfillment of these landscape requirements.~~
- ~~F. Aggregate and pavers: Any approved decorative aggregate or pervious brick pavers may qualify for landscaping credit if contained in planting areas, but no credit shall be given for concrete or other impervious surfaces.~~

~~5.05.11. Landscaping credit: Landscaping credits may be applied to the overall landscaping requirements, as indicated in this section of the ordinance. However, in no instance shall the credits reduce the total amount of landscaping on a lot to less than three percent of the total land area. Credits may be obtained as follows:~~

~~A. For each newly planted or existing tree of at least two inches in trunk diameter, measured 12 inches above grade, which is maintained in a living and healthy condition, one tree shall be credited to the overall landscaping requirement.~~

~~B. For each newly planted or existing tree of at least six inches in trunk diameter, measured 12 inches above grade, which is maintained in a living and healthy condition, two trees shall be credited to the overall landscaping requirement.~~

~~5.05.12. Required plant maintenance: The owner of land or assigns of land subject to this ordinance shall be responsible for the maintenance of said land in good condition so as to present a healthy, neat, and orderly landscape area.~~

~~5.05.13. Removal of diseased or dangerous trees and vegetation:~~

~~Upon direction of the code enforcement officer, property owners may be required to treat and/or remove trees suffering from transmittable diseases or pests or allow the city to do so. If removal is done by the city, the actual costs shall be charged to the property owner.~~

~~The code enforcement officer may require the removal of a tree, part of a tree, or any other vegetation that may be:~~

~~A. In danger of falling and injuring persons or damaging property not located on the owner's property;~~

~~B. Within or overhanging a public right-of-way or easement;~~

~~C. Creating a traffic hazard or visibility hazard for traffic on a public street.~~

~~5.05.14. Drainage: Drainageways may be maintained in their natural state insofar as possible.~~

~~5.05.15. Plan review process:~~

~~Any individual seeking an alternate landscaping plan shall submit a landscaping plan to the planning and zoning commission for review and approval. This plan shall contain:~~

- A. ~~— The date, scale, north arrow, title and name of owner;~~
- B. ~~— An accurate 1" = 20' or larger scale site plan of the lot(s) with boundary lines and dimensions;~~
- C. ~~— Total area of the lot(s) and computations of required landscaped areas;~~
- D. ~~— Existing and proposed utility lines, both overhead and underground, and easements on or adjacent to the lot(s);~~
- E. ~~— Existing and proposed paving and structures with respective heights;~~
- F. ~~— The location, size, plant unit value and the common and scientific names of landscaping which are to be installed and maintained on the site for this ordinance;~~
- G. ~~— An indication of the current zoning and land use on surrounding properties;~~
- H. ~~— Any factors which may affect the practical application of this ordinance, such as significant topographical features, watercourses, and bodies of water, etc.~~

~~The applicant shall be notified of the date, time, and place for the review of the plan by the planning and zoning commission. The deliberations of the planning and zoning commission shall be recorded and filed in the office of the city secretary. The planning and zoning commission may require the imposition of needed conditions associated with the plan in order to protect the public health, safety, and general welfare.~~

5.05.16. Enforcement:

- A. ~~— All landscaping shall be installed in accordance with the approved landscape plan before a certificate of occupancy is issued for any construction on the lot except as otherwise provided below.~~
- B. ~~— If the required landscaping is not in place at the time the application for a certificate of occupancy is submitted, the code enforcement officer may, when demonstrated extenuating circumstances prevent the installation of landscape improvements, issue a temporary certificate of occupancy. The owner of the property shall have a period of 90 days to provide the necessary landscaping to meet the requirements of this ordinance.~~
- C. ~~— The code enforcement officer or a representative shall revisit each site after issuance of the certificate of occupancy to ensure compliance with these landscaping requirements.~~

~~D. At the time of application, the owner shall agree, and does by his/her application agree, that he/she shall maintain all required landscaping.~~

~~E. It shall constitute a violation of this ordinance for any person to fail to install the landscaping required herein, to fail to permanently maintain such landscaping, or to fail to comply with any other provision of this ordinance.~~

~~5.05.17. Suggested plants: The plant materials listed at the end of this article are suggested but not mandatory for use in Seabrook. These plants have been classified for local desirability according to the amount of litter they produce, their ability to withstand prevailing winds, and their compatibility with overhead and underground utilities.~~

~~Sec. 5.06. Safety requirements.~~

~~5.06.01. Visibility requirements:~~

~~(A) In any zone, no fence, wall, shrubbery, tree, sign, marquee or other obstruction to vision between the heights of 3½ feet and 15 feet above street level shall be permitted within 15 feet of the intersection of the right-of-way lines of two streets or railroads or of a street and a railroad right-of-way line.~~

~~(B) Accessory structures within 25 feet of the rear lot line of a corner lot shall be set back the minimum front yard depth required on the side street.~~

~~5.06.02. Lighting: Adequate lighting shall be provided if off-street parking and/or loading facilities are to be used at night. The lighting shall be designed and installed to reflect away from adjacent property.~~

~~5.06.03. Sidewalks: All street frontages shall have sidewalks which shall be a minimum of three feet in width, placed one foot from the right-of-way line for the full width of the property. The board of adjustment may grant relief from this provision when the property is rural in character.~~

TABLE 5-E
SUGGESTED PLANT MATERIALS
TREES

<i>Common Name</i>	<i>Scientific Name</i>
Huisache, sweet acacia	<i>Acacia farnesiana</i>
Texas buckeye	<i>Aesculus arguta</i>
Red buckeye	<i>Aesculus pavia</i>
Eastern redbud	<i>Cercis Canadensis</i>

Mexican redbud	<i>Cercis mexicana</i>
Texas redbud	<i>Cercis texensis</i>
Desert willow	<i>Chilopsis linearis</i>
Wild olive	<i>Cordia boissieri</i>
Texas persimmon	<i>Diospyrus texana</i>
Anaqua	<i>Ehretia anacua</i>
American holly	<i>Ilex opaca</i>
Two-wing silver bell	<i>Halesia diptera</i>
Grape myrtle	<i>Lagerstroemia indica</i>
Goldenball leadtree	<i>Leucaena retusa</i>
Southern magnolia	<i>Magnolia grandiflora</i>
Retama, Jerusalem thorn, palo verde	<i>Parkinsonia aculeata</i>
Sweetbay	<i>Persea borbonia</i>
Pine (slash, loblolly, Japanese black, Afghan, etc.)	<i>Pinus glandulosa</i>
Texas ebony	<i>Pithecellobium flexicaule</i>
Mesquite	<i>Prosopis spp.</i>
Bradford pear	<i>Pyrus caroliniana</i>
Bur oak	<i>Quercus macrocarpa</i>
Water oak	<i>Quercus nigra</i>
Southern live oak	<i>Quercus virginiana</i>
Flame leaf sumac	<i>Rhus lanceolata</i>
Western soapberry	<i>Sapindus drummondi</i>
Bald cypress	<i>Toxodium distichum</i>
Montezuma cypress	<i>Taxodium mucronatum</i>
Mexican buckeye	<i>Ugnadia speciosa</i>
Cedar elm	<i>Ulmus crassifolia</i>
Chinese elm	<i>Ulmus parviflora</i>
Lavender tree	<i>Vitex agnus-castus</i>

692 -
693

SHRUBS, VINES, HERBACEOUS PERENNIALS AND GROUND COVERS

<i>Common Name</i>	<i>Scientific Name</i>
Copperleaf, copperplant	<i>Acalypha spp.</i>
Blue lily of the Nile	<i>Agapanthus spp.</i>

Century plant	Agave americana
Hummingbird bush	Anisicanthus wrightii
Agarita, agarito	Berberis (Mahonia) trifoliata
Bamboo	Bamboo spp.
Bougainvillea	Bougainvillea
Butterfly bush	Buddleia davidii
Bottlebrush	Callistemon spp.
Mme. Galen trumpet vine, trumpet creeper	Campsis radicanx x "Madame Galen"
Chili piquin	Capsicum annuum
Candlestick tree	Cassia alata
Cassia	Cassia spp.
Pampas grass	Cortaderia selloana
Sotol	Dasyllirion texanum
Brazilian sky flower	Duranta repens
Silverberry	Elaeagnus pungens vars.
Coppertone loquat	Eriobotrya x "Coppertone"
Coral bean	Erythrina herbacea
Grayleaf euryops	Euryops pactinatus
Golden shrub daisy	Gamolepis chrysanthemoides
Pineapple guava	Feijoa sellowana
Flowering ginger	Ginger spp.
Day lillies	Hemerocallis spp.
Red yucca	Hesperaloe parviflora
Hibiscus	Hibiscus rosa-sinensis
Althea, rose of Sharon	Hibiscus syriacus
Dwarf Chinese holly	Ilex cornuta
Possumhaw	Ilex decidua
Yaupon	Ilex vomitoria
Dwarf yaupon	Ilex vomitoria "nana"
Cypress (cardinal) vines	Ipomoea quamoclit
Virginia sweetspire	Itea virginica
Italian jasmine	Jasminium floridum

Primrose-jasmine	Jasminium mesnyi
Jatropha	Jatropha spp.
Juniper	Juniper spp.
Shrimp plant	Justicia brandegeana
Mexican shrimp plant	Justicia suberecta
Lantana	Lantana spp.
Texas silverleaf, sage, cenizo	Leucophyllum frutescens
Ligustrum	Ligustrum spp.
Barbados cherry	Malpighia glabra
Turk's cap	Malvaviscus drummondii
African iris	Moraea spp.
Banana plant	Musa spp.
Nandina	Nandina domestica spp.
Dwarf nandina	Nandina domestica "nana" etc.
Oleander	Nerium oleander
Passion vine	Passiflora alatacaerulea (P. pfordtii)
Philodendron	Philodendron selloum
Pittosporum	Pittosporum tobira
Dwarf pittosporum	Pittosporum tobira "Wheeler," "Turners"
Blue plumbago	Plumbago auriculata (P. capensis)
Yew	Podocarpus macrophyllus
Mexican oregano	Poliomenantha longiflora
Pomegranate (regular & dwarf)	Punica granatum
Firethorn, pyracantha	Pyracantha spp.
Indian hawthorn	Raphiolepis indica
Firecracker plant	Russelia equisetiformis
Palmetto palm	Sabal minor
Blue sage, mealy sage	Salvia farinaceae
Autumn sage	Salvia greggii
Mountain sage	Salvia regia
Mexican flame vine, Mexican love vine	Senecio confusus
Coralberry	Symphoricarpos orbiculatus

Yellowbells	Tecoma stans
Cape honeysuckle	Tecomaria capensis (Tecoma capensis)
Yellow plumbago	Thyrallis glauca
Asian jasmine	Trachelospermum asiaticum
Confederate jasmine	Trachelospermum jasminoides
Verbena	Verbena spp.
Viburnum	Viburnum suspensum
Native wisteria	Wisteria macrostachya
Chinese wisteria	Wisteria sinensis
Gulf Coast yucca	Yucca aloifolia
Softleaf yucca	Yucca pendula
Spanish dagger	Yucca treculeana

SECTION 3. INCORPORATION INTO THE CODE, PENALTY CLAUSE.

This Ordinance is hereby incorporated and made a part of the Code of the City of Seabrook. Violation of this Ordinance is subject to the penalty section of said Code of Ordinances, Section 1-15 “General penalty; continuing violations” which provides that any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.

SECTION 4. REPEAL OF CONFLICTING ORDINANCES.

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

SECTION 5. SEVERABILITY.

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

SECTION 6. NOTICE.

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

PASSED AND APPROVED on first reading with a quorum present, by an affirmative vote of a majority of Councilmembers present, in accordance with Seabrook City Charter Section 2.10 on this 17th day of April, 2018.

PASSED, APPROVED, AND ADOPTED on final reading with a quorum present, by an affirmative vote of a majority of Councilmembers present, in accordance with Seabrook City Charter Section 2.10 on this 1st day of May, 2018.

Thomas G. Kolupski
Mayor

ATTEST:

Robin Hicks, TRMC
City Secretary

APPROVED AS TO FORM:

Steve L. Weathered
City Attorney



Agenda Briefing

Date of Meeting: April 17, 2018

Submitting Department: Planning and Permits

Date Submitted: April 5, 2018

Prepared By: Sean Landis

Presenter: Sean Landis

Will there be a guest/visitor presenter who is not an employee?: ☐ Yes ☒ No

What is this person's first and last name and affiliation to this item?: N/A

Subject: Proposed text changes to Appendix A. Comprehensive Zoning, Article 7, "Landscaping Regulations."

Type of Item: ☒ Ordinance ☐ Resolution ☐ Contract/Agreement ☐ Public Hearing ☐ Discussion & Direction

Executive Summary:

AMENDMENT TO THE CODE OF THE CITY OF SEABROOK, COMPREHENSIVE ZONING ORDINANCE, DELETING LANDSCAPING AND BUFFERING REQUIREMENTS FROM ARTICLE 5, "OFF-STREET PARKING, LOADING, INGRESS AND EGRESS" AND RECODIFYINNG SUCH REQUIRMENTS BY CREATION OF A NEW ARTICLE 7 ENTITLED "LANDSCAPING AND BUFFERING REQUIREMENTS"

AN ORDINANCE AMENDING THE CODE OF THE CITY OF SEABROOK, APPENDIX A, "COMPREHENSIVE ZONING", REPEALING IN ITS ENTIRETY THE PROVISIONS PERTAINING TO LANDSCAPING AND BUFFERING REQUIREMENTS, SECTIONS 5.05 AND 5.06, CONTAINED IN ARTICLE 5, "OFF-STREET PARKING, LOADING, INGRESS AND EGRESS; AND LANDSCAPING AND SAFETY REQUIREMENTS", AND REPLACING SUCH PROVISIONS IN A NEW ARTICLE 7, ENTITLED "LANDSCAPING AND BUFFERING REQUIREMENTS" TO PROVIDE FOR NEW UPDATED AND COMPREHENSIVE REGULATIONS OF THIS SUBJECT MATTER; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2000 FOR VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR NOTICE AND SEVERABILITY.

Background/Issue (What prompted this need?):

As a result of the aesthetic and functional changes occurring due to the State Highway 146 Expansion Project. The Planning and Zoning Commission along with City Staff identified the city's Landscaping Ordinance as requiring a

comprehensive review. The Planning and Zoning Commission has completed their review and is recommending the attached modifications which include deleting the landscaping regulations from Article 5 and creating a new Article 7 entitled Landscaping Regulations.

The Planning and Zoning Commission at their regular scheduled meeting held on March 15, 2018 recommended approval with a unanimous vote.

Ayes: Aguilar, Caradec, Hammann, Miller, and Soich

Nays:

Abstained:

Absent: DeHart and Picha

Budget Analysis/Funding Comments: N/A

Expenditure Required: \$N/A

Budgeted Amount: \$N/A **Source of Funds/Funding Account:** N/A

Not Budgeted: If approved, the following will be included in the next Budget Amendment and \$N/A will be added to Revenue Account: N/A and \$N/A added to Expenditure Account: N/A

1295 Form Required? ☐ Yes ☐ No

Name of Applicant (if applicable) : N/A

Legal Description/Location (if applicable): N/A

Supporting Materials Attached:

1. Ordinance Document 2018-14
2. Proposed Landscaping Ordinance
3. Planning and Zoning Commission Official Report
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

Recommended Placement on Agenda: Specific Public Hearing/New Business**Recommended Action:**

The Planning and Zoning Commission at their regular scheduled meeting held on March 15, 2018 recommended approval with a unanimous vote.

Ayes: Aguilar, Caradec, Hammann, Miller, and Soich

Nays:

Abstained:

Absent: DeHart and Picha

Reviewed by Department Director, if applicable ☒

Reviewed by Finance Director, if applicable ☐

Reviewed by City Attorney, if applicable ☐

Reviewed by City Manager ☒

Planning & Zoning Commission OFFICIAL REPORT

The Planning and Zoning Commission of the City of Seabrook met on March 15, 2018 to hold a meeting to consider:

Request for approval of the creation of Article 7, "Landscaping and Safety Requirements".

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 March 15, 2018, 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>
Greg Aguilar	X				GSA
Rosebud Caradec	X				RSC
Mike DeHart				X	
Buddy Hammann	X				BHS
Dodie Miller	X				DM
Darrell Picha	X				DP
Tracie Soich	X				TS

Buddy Hammann, Chairman
Planning & Zoning Commission

ATTEST:


Alesia L. Hammock
Secretary

**CITY OF SEABROOK
ORDINANCE NO. 2018-14**

**AMENDMENT TO THE CODE OF THE CITY OF SEABROOK,
COMPREHENSIVE ZONING ORDINANCE, DELETING
LANDSCAPING AND BUFFERING REQUIREMENTS FROM
ARTICLE 5, "OFF-STREET PARKING, LOADING, INGRESS
AND EGRESS" AND RECODIFYINNG SUCH REQUIRMENTS BY
CREATION OF A NEW ARTICLE 7 ENTITLED "LANDSCAPING
AND BUFFERING REQUIREMENTS"**

**AN ORDINANCE AMENDING THE CODE OF THE CITY OF SEABROOK,
APPENDIX A, "COMPREHENSIVE ZONING", REPEALING IN ITS
ENTIRETY THE PROVISIONS PERTAINING TO LANDSCAPING AND
BUFFERING REQUIREMENTS, SECTIONS 5.05 AND 5.06, CONTAINED IN
ARTICLE 5, "OFF-STREET PARKING, LOADING, INGRESS AND EGRESS;
AND LANDSCAPING AND SAFETY REQUIREMENTS", AND REPLACING
SUCH PROVISIONS IN A NEW ARTICLE 7, ENTITLED "LANDSCAPING AND
BUFFERING REQUIREMENTS" TO PROVIDE FOR NEW UPDATED AND
COMPREHENSIVE REGULATIONS OF THIS SUBJECT MATTER;
PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2000 FOR
VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE
CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES
INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR
NOTICE AND SEVERABILITY.**

WHEREAS, the City Council of the City of Seabrook is continually reviewing the provisions of the City Code of Ordinances ("Code") relating to land use and other circumstances which generally impact the health, safety and well-being of residents, citizens and inhabitants; and

WHEREAS, a review of the current provisions for buffering and landscaping indicate a current need for complete update and revision for land use activity within the City to provide for uniform growth, safety and protection of the residents; and

WHEREAS, the Planning and Zoning Commission of the City of Seabrook has conducted a public hearing, received input from staff and is of the opinion and has issued its final report that the amendments hereto are recommended for the public safety, health and welfare and for protection of the residents; and

WHEREAS, the City Council and the Planning and Zoning Commission of the City of Seabrook have studied the present provisions of the Code of Ordinances of the City of Seabrook and have determined the need to completely review, update and revise the current Code provisions relative to buffering, landscaping and related safety requirements; and

47 **WHEREAS**, all public notices have been posted, published and all required
48 hearings on this matter have been held in accordance with the Comprehensive Zoning
49 Ordinance and law; now therefore,
50

51 **BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEABROOK, STATE**
52 **OF TEXAS:**
53

54 **SECTION 1. FINDINGS OF FACT.**
55

56 That the facts and matters set forth in the preamble of this Ordinance are hereby
57 found to be true and correct.
58

59 **SECTION 2. AMENDMENT TO THE SEABROOK CITY CODE,**
60 **APPENDIX A, “COMPREHENSIVE ZONING”, REPEALING IN ITS**
61 **ENTIRETY THE PROVISIONS PERTAINING TO LANDSCAPING AND**
62 **BUFFERING REQUIREMENTS, SECTIONS 5.05 AND 5.06, CONTAINED IN**
63 **ARTICLE 5, “OFF-STREET PARKING, LOADING, INGRESS AND EGRESS;**
64 **AND LANDSCAPING AND SAFETY REQUIREMENTS”, AND REPLACING**
65 **SUCH PROVISIONS IN A NEW ARTICLE 7, ENTITLED “LANDSCAPING AND**
66 **BUFFERING REQUIREMENTS,” TO PROVIDE FOR NEW UPDATED AND**
67 **COMPREHENSIVE REGULATIONS OF THIS SUBJECT MATTER.**
68

69 The Seabrook City Code, Appendix A, "Comprehensive Zoning", Article 5, "Off-
70 Street Parking, Loading, Ingress And Egress; and Landscaping and Safety Requirements"
71 is amended by entirely deleting and repealing Section 5.05 "Landscaping Requirements"
72 and Section 5.06, "Safety Requirements" from Article 5 and creating a new Article 7
73 entitled, "Landscaping and Buffering Requirements" to provide for new updated,
74 comprehensive regulations of this subject matter as specifically provided hereafter:
75

76 **“ARTICLE 7. LANDSCAPING AND BUFFERING REQUIREMENTS**
77

78 Sec. 7.01 - Landscaping requirements.
79

80 *7.01.01 Purpose:*
81

82 These requirements shall apply only to new developments or where a structure
83 has lost its nonconformity. A new development shall be defined as any new project built
84 on a raw or otherwise vacant tract or tracts of land, not associated with an existing
85 structure. A structure shall be deemed to have lost its nonconformity as determined by
86 Appendix A, Article 8.
87

88 It is the intent of this section to establish minimum standards for the provision,
89 installation, and maintenance of landscape plantings in order to provide for the orderly,
90 safe, and environmentally sound development of land located within the corporate limits
91 of Seabrook, thereby promoting the health, safety, and general welfare of the community.
92

The regulations contained herein are necessary to enhance the community's aesthetic, environmental, and ecological qualities, as well as to benefit safety in parking areas.

Through the use of landscaping, it is possible to improve the appearance of all areas by incorporating open space into development in ways that harmonize and enhance the natural and built environment. It is possible to improve environmental quality through the numerous beneficial effects of landscaping, including:

- A. The improvement of air and water quality through such natural processes as photosynthesis and mineral uptake.
- B. The use of trees and other plants to reduce erosion by the binding of soil particles with their roots thus holding the soil together against the effects of wind and water. When development increases the amount of impervious surface on a site, it greatly increases water flow across exposed soils, causing serious water pollution problems. Vegetation slows this process by acting as a sponge, gradually releasing runoff. This improves water quality and reduces the need for engineered drainage solutions.
- C. Vegetation reduces and/or reverses air, noise, heat, and chemical pollution through the biological filtering capacities of trees and other vegetation.
- D. Landscaping reduces the increase in air temperatures caused by paved surfaces and automobiles through the process of transpiration associated with plant material.

Vegetation also helps promote energy conservation through the creation of shade, reducing heat gain in or on buildings or paved areas.

The use of vegetation also enhances the safety of parking lots through the application of landscaping provisions which guide the circulation of cars and people. Proper use helps ensure that a driver's vision is unobstructed. The regulations contained in this section of the ordinance are aimed at achieving the goals, objectives, and policies, contained in the Comprehensive Master Plan.

7.01.02 Definitions: All related definitions are found in Article 1, Section 1.10.

7.01.03 General Applicability:

Unless otherwise provided in this article, this article shall apply to the following:

- A. Single-Family/Town House Residential Landscaping Regulations (7.01.04)

- B. Main Street Landscaping Regulations (7.01.05)
- C. Point Overlay District Landscaping Regulations (7.01.06)
- D. Non-Residential/Multi-Family Parking Lot Screening, Perimeter Landscaping and Buffering Regulations (7.01.07)
- E. Non-Residential/Multifamily Interior Site Landscaping Regulations (7.01.08)
- F. Landscape Design Submittal (7.01.09) (Non-Residential Only)
- G. Tree Preservation and Replacement (7.01.10)
- H. Sight Distance and Visibility (7.01.11)
- I. Fencing (7.01.12)
- J. Maintenance (7.01.13)
- K. Master Landscaping Plan (7.01.14)

7.01.04 Single-Family Residential Landscape Regulations:

Applicability

This section shall apply to residential districts R-LD, R-1, and R-2.

1. Front Yard Landscaping Requirements

a. Purpose

Landscaping shall be selected and placed in the front yards of residences to soften the effect of the built environment. An arrangement of vegetation such as trees, bushes, and grass, together with other suitable materials such as flowering plants, ground cover, mulch, etc., arranged in a complementary fashion, is desired.

b. Percent of Vegetative Cover

The following percentages of the front yard shall be landscaped with vegetative cover other than turf grass. For the purposes of this requirement, front yard means the area between the house and the front property line.

- 1. Single-family detached: at least 15 percent vegetative cover.
- 2. Duplex or townhouse: at least 30 percent vegetative cover.

c. Required Materials

The front yard shall be landscaped with the following materials.

1. Single-family detached: at least ten shrubs of at least two different species, and one minimum two (2) inch caliper tree.
2. Duplex or townhouse: at least six shrubs and one minimum two (2) inch caliper tree.

Corner Lots:

Front yard landscaping in corner lots shall wrap around the side for a minimum of 10 feet from the street-facing building corner in single-family detached developments, and seven feet in single-family attached developments. At least three shrubs shall be included in this area.

d. Sidewalk Zone

A continuous sidewalk at least four feet in width shall be provided on both sides of the street at least three feet distant from and generally parallel to the back of the curb. Meandering sidewalks are encouraged.

7.01.05 Main Street Landscaping Regulations:

Applicability

This section shall apply to development occurring on “Main Street”, east of State Hwy 146, west of Todville Road within the Old Seabrook Zoning District (OS).

1. Main Street Perimeter Landscape Requirements

- a. Landscaped Buffer Zone: A minimum 20’ landscaped buffer area shall be provided between the edge of the right of way (R.O.W.) and the front façade of the building. The buffer area shall be designed as follows:

(i) Sidewalk Zone

- a. A continuous sidewalk at least 15’ wide shall be provided adjacent to Main Street.
- b. The sidewalk shall be constructed of Pavestone, Black Obsidian Quartex, City Lock Series concrete

unit pavers or an approved equivalent. The pavers shall be installed in a herringbone pattern.

(ii) Percentage of Vegetative Cover

- a. 25% of the front yard shall be landscaped with vegetative cover. The vegetative cover shall be a mix of planting beds, planters and trees.
- b. An irrigation system shall be installed within all vegetative areas.

(iii) Pedestrian Pole Mounted Lighting.

- a. The pedestrian pole mounted light fixture shall be installed 70' on center adjacent to the R.O.W.
- b. The light fixture shall be a manufactured Hess Avalon pendant mounted pole light or an approved equivalent.
- c. The light fixture shall have a height of 14' and be black in color.

7.01.06 Point Overlay District Landscaping Regulations

Applicability

See Appendix A. Comprehensive Zoning, Article IV. Special Use Regulations, Section 4.15 The Point Overlay District Regulations, Subsection 4.15.14. Landscaping.

7.01.07 Non-Residential/Multi-Family Parking Lot Screening and Buffering Regulations

Parking lots, vehicular use areas and parked vehicles are to be effectively screened from the public view and adjacent property. Both the interior and perimeter of such areas shall be landscaped in accordance to the following criteria. Areas used for parking or vehicular storage which are under, on, or within buildings are exempt from these standards.

1. INTERIOR LANDSCAPING: A minimum of ten (10) percent of the gross parking areas shall be devoted to living landscaping which includes grass, ground cover, plants, shrubs and trees. Gross parking area is to be measured from the edge of the parking and/or driveway paving and sidewalks. The following additional criteria shall apply to the interior of parking lots.

- a. Interior landscape areas shall be protected from vehicular encroachment of overhang through appropriate wheel stops.
- b. There shall be a minimum of one (1) tree planted for each four hundred (400) square feet or fraction thereof of required interior landscape area.
- c. Interior areas of parking lots shall contain planting islands located so as to best relieve the expanse of paving. Planter islands must be located no further apart than every twelve (12) parking spaces and at the terminus of all rows of parking. Such islands shall contain at least one (1) tree. Planter islands shall not be required for lots containing less than fifteen thousand (15,000) square feet. The remainder shall be landscaped with shrubs, lawn, ground cover and other appropriate material not to exceed three (3) feet in height. Interior planter islands shall have a minimum size of nine (9) by eighteen (18) feet.

2. PERIMETER LANDSCAPING: All parking lots and vehicular use areas shall be screened from all abutting properties and/or public rights-of-way with a hedge, or other durable landscape barrier. Landscaping shall be established in a four (4) feet minimum width planting strip. Plants and materials used within the barriers shall be at least twenty-four (24) inches high at the time of planting and shall be of a type and species that will attain a minimum height of three (3) feet one (1) year after planting. Landscape areas shall also contain at least one (1) tree, minimum two (2) inch caliper, for each fifty (50) lineal feet or fraction thereof of perimeter length. Landscaping shall be designed to screen off-street parking lots and other vehicular use areas from public rights-of-way and adjacent properties.

- a. Whenever an off-street parking or vehicular use area abuts a public right-of-way, a perimeter landscape area of at least fifteen (15) feet in depth shall be maintained between the abutting right-of-way and the off-street parking or vehicular use area. An appropriate landscape screen or barrier shall be installed in this area and the remaining area shall be landscaped with at least grass or other ground cover. Necessary access-ways from the public right-of-way shall be permitted through all such landscaping. The maximum width for access-ways shall be: fifty (50) feet for non-residential two-way movements; thirty (30) feet for non-residential one-way movement.
- b. Whenever an off-street parking or vehicular use areas abuts an adjacent property line, a perimeter landscape area of at least ten (10) feet in width shall be maintained between the edge of the parking area and the adjacent property line. Access-ways between lots may be permitted through all perimeter landscape areas. Maximum width for access-ways shall be thirty (30) feet. Landscaping shall be designed to visually screen the parking area.

- c. Whenever such property is zoned or used for residential purposes, the landscape buffer shall include a masonry wall along the common property line which shall be 100 percent impervious to sight and at least eight feet in height. The wall shall consist of masonry/brick pilasters in order to provide an adequate buffer from the particular use. Such walls shall be maintained for uniform color/discoloration and remain free of graffiti. The required wall materials are to provide for ease of maintenance and longevity of the required buffer screen. All sides of the wall that are visible to the public shall be appropriately landscaped. Bare unfinished wall surfaces are specifically prohibited. A masonry wall(s) is not required for properties which are separated by a street.
- d. Perimeter landscape areas shall contain at least one (1) tree minimum, two (2) inch caliper for each fifty (50) lineal feet or fraction thereof of perimeter length.
- e. A continuous sidewalk at least four feet in width shall be provided on both sides of the street at least three feet distant from and generally parallel to the back of the curb. Meandering sidewalks are encouraged.

7.01.08 Non-Residential/Multi-Family Interior Site Landscaping Regulations

All interior spaces within any non-residential development shall conform to the following minimum requirements:

- a. Grass, ground cover, shrubs, and other landscape materials shall be used to cover all open ground within ten (10) feet of any building or paving or other use such as storage.
- b. All structures shall be treated with landscaping so as to enhance the appearance of the structure and to screen any detractive or unsightly appearance.
- c. A minimum of fifteen (15) percent of the total site area shall be devoted to feature landscaping with not less than fifty (50) percent of the landscaping being located in the required front yard.

7.01.09 Landscape Design Submittal (Non-Residential Only)

Landscape plans shall be prepared by a landscape architect, landscape contractor, landscape designer, knowledgeable in plants, materials and landscape design. Landscape Plans shall contain the following information:

- 1. Minimum scale of one (1) inch equals fifty (50) feet;
- 2. Location of all trees to be preserved;

3. Location of all plant and landscaping material to be used including plants, paving, benches, screens, fountains, statues, or other landscape features;
4. Species of all plant material to be used;
5. Size of all plant material to be used;
6. Spacing of plant material where appropriate;
7. Layout and description of irrigation systems, including placement of water sources;
8. Description of maintenance provision for the Landscape Plan;
9. Person(s) responsible for the preparation of Landscape Plan.
10. Ornamental structures including fences, fountains, public art, ground cover, and other landscaping elements that are intended to complement the proposed landscaping design.

7.01.10 Tree Preservation and Replacement

Applicability

See Chapter 30, Environment, Article II. Tree Protection and Preservation.

7.01.11 Sight Distance and Visibility

Landscaping requirements shall not be such as to cause visibility obstructions and/or blind corners at intersections. Whenever an access-way intersects a public right-of-way or when the subject property abuts the intersection of two (2) or more public rights-of-way, a triangular visibility area, as described below, shall be created and maintained. Landscaping within the triangular visibility area shall be designed to provide unobstructed cross-visibility at a level between three (3) and six (6) feet. Trees may be permitted in this area provided they are trimmed in such a manner that no limbs or foliage extend into the cross-visibility area. The triangular areas are:

- a. The areas of property on both sides of the intersection of an access-way and a public right-of-way shall have a triangular visibility area with two (2) sides of each triangle being ten (10) feet in length from the point of the intersection and the third side being a line connecting the ends of the other two (2) sides.
- b. The areas of property located at a corner formed by the intersection of two (2) or more public rights-of-way shall have a triangular visibility area with

two (2) sides of each triangle being twenty (20) feet in length from the point of the intersection and the third side being a line connecting the ends of the other two (2) sides.

Landscaping, except required grass and low ground covers, shall not be located closer than three (3) feet from the edge of any access-way pavement.

7.01.12 Fencing

Screening/security fences shall not extend forward of the front building façade.

Exception: Ornamental or decorative fences. Chain link fencing materials are prohibited.

7.01.13 Maintenance

a. The owner, tenant and their agent, if any shall be jointly and severally responsible for the maintenance of all landscaping. All required landscaping shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, irrigation systems, weeding, and other such activities common to the maintenance of landscaping. Landscaped areas shall be kept free of trash, litter, weeds and other such material or plants not a part of the landscaping. All plant materials shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant materials which die shall be replaced with plant material of similar variety and size.

b. Removal of diseased or dangerous trees and vegetation:

Upon direction of the code enforcement officer, property owners shall be required to treat and/or remove trees suffering from transmittable diseases or pests.

The code enforcement officer may require the removal of a tree, part of a tree, or any other vegetation that may be:

- A. In danger of falling and injuring persons or damaging property not located on the owner's property;
- B. Within or overhanging a public right-of-way or easement;
- C. Creating a traffic hazard or visibility hazard for traffic on a public street.

7.01.14 Master Landscaping Plan

(a) Purpose. The purpose of a master landscape plan is to allow an applicant, subject to approval of the city council, the option of designating an area that will define unique

characteristics in all landscape elements including type, design, and location based upon specific performance criteria. The goal of a master landscape plan is to:

- (1) Promote consistency among landscape elements within a development thus creating visual harmony between the landscape, buildings, and other components of the property;
- (2) Enhance the compatibility of the landscape elements with the architectural and site design features within a development; and
- (3) Encourage landscaping that is in character with planned and existing uses thus creating a unique sense of place.
- (4) Encourage multi-tenant commercial uses to develop a unique set of landscape regulations in conjunction with development standards.

(b) *Application process.*

- (1) The applicant shall develop a master landscape plan for all landscaping elements in the development based on the landscape design guidelines established in subsection (c) and (d) of this section.
- (2) The administrative official shall forward the applicant's master landscape plan to the planning and zoning commission for review and recommendation. A master landscape plan application will be considered by the city council following a recommendation by the planning and zoning commission. The city council shall make the final determination on the master landscape plan.
- (3) After approval of a master landscape plan for a particular development, all landscaping in that development shall meet the standards approved in that specific master landscape plan.

(c) Master landscape plans. Commercial landscaping is an integral part of the urban design fabric of Seabrook. It is absolutely necessary and shall be deemed as a tool that helps promote the health, safety and welfare of the general public. Due to its visual prominence and effect on the overall design character of our city, landscaping as part of master landscape plans must be considered on the broader scale of community rather than on an individual site basis. Landscape is an integral part of the visual urban streetscape and shall be designed to visually complement the surroundings, building on the quality of the traveler's and pedestrian's experience.

Design Goals:

- (1) To develop organized hierarchies of landscape types without infringing on the capability of creative design.

- 506
- 507 (2) To establish design criteria that promote the overall visual quality of the
- 508 streetscape environment for the general public while providing reasonable
- 509 and improved standards for identification of individual properties.
- 510
- 511 (3) To improve the overall visual cohesive appearance of the site through
- 512 landscape guidelines, with strong consideration that the visual streetscape.
- 513
- 514 (4) To promote a "sense of place" for the City of Seabrook while promoting
- 515 creative design for individual developments.
- 516
- 517 (5) To promote landscape as an architectural complement rather than being
- 518 visually and thematically disconnected.
- 519
- 520 (d) *Application requirements.* A master landscape plan application shall be prepared
- 521 by a landscape architect, landscape contractor, landscape designer, knowledgeable in
- 522 plants, materials and landscape design. Landscape Plans shall contain the following
- 523 information:
- 524
- 525 1. Minimum scale of one (1) inch equals fifty (50) feet;
- 526
- 527 2. Location of all trees to be preserved;
- 528
- 529 3. Location of all plant and landscaping material to be used including plants,
- 530 paving, benches, screens, fountains, statues, or other landscape features;
- 531
- 532 4. Species of all plant material to be used;
- 533
- 534 5. Size of all plant material to be used;
- 535
- 536 6. Spacing of plant material where appropriate;
- 537
- 538 7. Layout and description of irrigation systems, including placement of water
- 539 sources;
- 540
- 541 8. Description of maintenance provision for the Landscape Plan;
- 542
- 543 9. Person(s) responsible for the preparation of Landscape Plan.
- 544
- 545 10. Ornamental structures including fences, fountains, public art, ground
- 546 cover, and other landscaping elements that are intended to complement the
- 547 proposed landscaping design.
- 548
- 549 11. Any other information as required by the decision making bodies.”
- 550

SECTION 3. INCORPORATION INTO THE CODE, PENALTY CLAUSE.

This Ordinance is hereby incorporated and made a part of the Code of the City of Seabrook. Violation of this Ordinance is subject to the penalty section of said Code of Ordinances, Section 1-15 "General penalty; continuing violations" which provides that any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.

SECTION 4. REPEAL OF CONFLICTING ORDINANCES.

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

SECTION 5. SEVERABILITY.

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

SECTION 6. NOTICE.

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

PASSED AND APPROVED on first reading with a quorum present, by an affirmative vote of a majority of Councilmembers present, in accordance with Seabrook City Charter Section 2.10 on this 17th day of April, 2018.

PASSED, APPROVED, AND ADOPTED on final reading with a quorum present, by an affirmative vote of a majority of Councilmembers present, in accordance with Seabrook City Charter Section 2.10 on this 1st day of May, 2018.

Thomas G. Kolupski
Mayor

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598 ATTEST:

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601 _____
Robin Hicks, TRMC

602 City Secretary

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605 APPROVED AS TO FORM:

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Steven L. Weathered

610 City Attorney

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“ARTICLE 7. LANDSCAPING AND BUFFERING REQUIREMENTS

Sec. 7.01 - Landscaping requirements.

7.01.01 Purpose:

These requirements shall apply only to new developments or where a structure has lost its nonconformity. A new development shall be defined as any new project built on a raw or otherwise vacant tract or tracts of land, not associated with an existing structure. A structure shall be deemed to have lost its nonconformity as determined by Appendix A, Article 8.

It is the intent of this section to establish minimum standards for the provision, installation, and maintenance of landscape plantings in order to provide for the orderly, safe, and environmentally sound development of land located within the corporate limits of Seabrook, thereby promoting the health, safety, and general welfare of the community.

The regulations contained herein are necessary to enhance the community's aesthetic, environmental, and ecological qualities, as well as to benefit safety in parking areas.

Through the use of landscaping, it is possible to improve the appearance of all areas by incorporating open space into development in ways that harmonize and enhance the natural and built environment. It is possible to improve environmental quality through the numerous beneficial effects of landscaping, including:

- A. The improvement of air and water quality through such natural processes as photosynthesis and mineral uptake.
- B. The use of trees and other plants to reduce erosion by the binding of soil particles with their roots thus holding the soil together against the effects of wind and water. When development increases the amount of impervious surface on a site, it greatly increases water flow across exposed soils, causing serious water pollution problems. Vegetation slows this process by acting as a sponge, gradually releasing runoff. This improves water quality and reduces the need for engineered drainage solutions.
- C. Vegetation reduces and/or reverses air, noise, heat, and chemical pollution through the biological filtering capacities of trees and other vegetation.
- D. Landscaping reduces the increase in air temperatures caused by paved surfaces and automobiles through the process of transpiration associated with plant material.

Vegetation also helps promote energy conservation through the creation of shade, reducing heat gain in or on buildings or paved areas.

The use of vegetation also enhances the safety of parking lots through the application of landscaping provisions which guide the circulation of cars and people. Proper use helps ensure that a driver's vision is unobstructed. The regulations contained in this section of the ordinance are aimed at achieving the goals, objectives, and policies, contained in the Comprehensive Master Plan.

7.01.02 Definitions: All related definitions are found in Article 1, Section 1.10.

7.01.03 General Applicability:

Unless otherwise provided in this article, this article shall apply to the following:

- A. Single-Family/Town House Residential Landscaping Regulations (7.01.04)
- B. Main Street Landscaping Regulations (7.01.05)
- C. Point Overlay District Landscaping Regulations (7.01.06)
- D. Non-Residential/Multi-Family Parking Lot Screening, Perimeter Landscaping and Buffering Regulations (7.01.07)
- E. Non-Residential/Multifamily Interior Site Landscaping Regulations (7.01.08)
- F. Landscape Design Submittal (7.01.09) (Non-Residential Only)
- G. Tree Preservation and Replacement (7.01.10)
- H. Sight Distance and Visibility (7.01.11)
- I. Fencing (7.01.12)
- J. Maintenance (7.01.13)
- K. Master Landscaping Plan (7.01.14)

7.01.04 Single-Family Residential Landscape Regulations:

Applicability

This section shall apply to residential districts R-LD, R-1, and R-2.

- 1. Front Yard Landscaping Requirements
 - a. Purpose

Landscaping shall be selected and placed in the front yards of residences to soften the effect of the built environment. An arrangement of vegetation such as trees, bushes, and grass, together with other suitable materials such as flowering plants, ground cover, mulch, etc., arranged in a complementary fashion, is desired.

b. Percent of Vegetative Cover

The following percentages of the front yard shall be landscaped with vegetative cover other than turf grass. For the purposes of this requirement, front yard means the area between the house and the front property line.

1. Single-family detached: at least 15 percent vegetative cover.
2. Duplex or townhouse: at least 30 percent vegetative cover.

c. Required Materials

The front yard shall be landscaped with the following materials.

1. Single-family detached: at least ten shrubs of at least two different species, and one minimum two (2) inch caliper tree.
2. Duplex or townhouse: at least six shrubs and one minimum two (2) inch caliper tree.

Corner Lots:

Front yard landscaping in corner lots shall wrap around the side for a minimum of 10 feet from the street-facing building corner in single-family detached developments, and seven feet in single-family attached developments. At least three shrubs shall be included in this area.

d. Sidewalk Zone

A continuous sidewalk at least four feet in width shall be provided on both sides of the street at least three feet distant from and generally parallel to the back of the curb. Meandering sidewalks are encouraged.

7.01.05 Main Street Landscaping Regulations:

Applicability

This section shall apply to development occurring on “Main Street”, east of State Hwy 146, west of Todville Road within the Old Seabrook Zoning District (OS).

1. Main Street Perimeter Landscape Requirements

- a. Landscaped Buffer Zone: A minimum 20' landscaped buffer area shall be provided between the edge of the right of way (R.O.W.) and the front façade of the building. The buffer area shall be designed as follows:
 - (i) Sidewalk Zone
 - a. A continuous sidewalk at least 15' wide shall be provided adjacent to Main Street.
 - b. The sidewalk shall be constructed of Pavestone, Black Obsidian Quartex, City Lock Series concrete unit pavers or an approved equivalent. The pavers shall be installed in a herringbone pattern.
 - (ii) Percentage of Vegetative Cover
 - a. 25% of the front yard shall be landscaped with vegetative cover. The vegetative cover shall be a mix of planting beds, planters and trees.
 - b. An irrigation system shall be installed within all vegetative areas.
 - (iii) Pedestrian Pole Mounted Lighting.
 - a. The pedestrian pole mounted light fixture shall be installed 70' on center adjacent to the R.O.W.
 - b. The light fixture shall be a manufactured Hess Avalon pendant mounted pole light or an approved equivalent.
 - c. The light fixture shall have a height of 14' and be black in color.

7.01.06 Point Overlay District Landscaping Regulations

Applicability

See Appendix A. Comprehensive Zoning, Article IV. Special Use Regulations, Section 4.15 The Point Overlay District Regulations, Subsection 4.15.14. Landscaping.

7.01.07 Non-Residential/Multi-Family Parking Lot Screening and Buffering Regulations

Parking lots, vehicular use areas and parked vehicles are to be effectively screened from the public view and adjacent property. Both the interior and perimeter of such areas shall be

landscaped in accordance to the following criteria. Areas used for parking or vehicular storage which are under, on, or within buildings are exempt from these standards.

1. INTERIOR LANDSCAPING: A minimum of ten (10) percent of the gross parking areas shall be devoted to living landscaping which includes grass, ground cover, plants, shrubs and trees. Gross parking area is to be measured from the edge of the parking and/or driveway paving and sidewalks. The following additional criteria shall apply to the interior of parking lots.

- a. Interior landscape areas shall be protected from vehicular encroachment of overhang through appropriate wheel stops.
- b. There shall be a minimum of one (1) tree planted for each four hundred (400) square feet or fraction thereof of required interior landscape area.
- c. Interior areas of parking lots shall contain planting islands located so as to best relieve the expanse of paving. Planter islands must be located no further apart than every twelve (12) parking spaces and at the terminus of all rows of parking. Such islands shall contain at least one (1) tree. Planter islands shall not be required for lots containing less than fifteen thousand (15,000) square feet. The remainder shall be landscaped with shrubs, lawn, ground cover and other appropriate material not to exceed three (3) feet in height. Interior planter islands shall have a minimum size of nine (9) by eighteen (18) feet.

2. PERIMETER LANDSCAPING: All parking lots and vehicular use areas shall be screened from all abutting properties and/or public rights-of-way with a hedge, or other durable landscape barrier. Landscaping shall be established in a four (4) feet minimum width planting strip. Plants and materials used within the barriers shall be at least twenty-four (24) inches high at the time of planting and shall be of a type and species that will attain a minimum height of three (3) feet one (1) year after planting. Landscape areas shall also contain at least one (1) tree, minimum two (2) inch caliper, for each fifty (50) lineal feet or fraction thereof of perimeter length. Landscaping shall be designed to screen off-street parking lots and other vehicular use areas from public rights-of-way and adjacent properties.

- a. Whenever an off-street parking or vehicular use area abuts a public right-of-way, a perimeter landscape area of at least fifteen (15) feet in depth shall be maintained between the abutting right-of-way and the off-street parking or vehicular use area. An appropriate landscape screen or barrier shall be installed in this area and the remaining area shall be landscaped with at least grass or other ground cover. Necessary access-ways from the public right- of- way shall be permitted through all such landscaping. The maximum width for access-ways shall be: fifty (50) feet for non-residential two- way movements; thirty (30) feet for non-residential one-way movement.
- b. Whenever an off-street parking or vehicular use areas abuts an adjacent property line, a perimeter landscape area of at least ten (10) feet in width shall be

maintained between the edge of the parking area and the adjacent property line. Access-ways between lots may be permitted through all perimeter landscape areas. Maximum width for access-ways shall be thirty (30) feet. Landscaping shall be designed to visually screen the parking area.

- c. Whenever such property is zoned or used for residential purposes, the landscape buffer shall include a masonry wall along the common property line which shall be 100 percent impervious to sight and at least eight feet in height. The wall shall consist of masonry/brick pilasters in order to provide an adequate buffer from the particular use. Such walls shall be maintained for uniform color/discoloration and remain free of graffiti. The required wall materials are to provide for ease of maintenance and longevity of the required buffer screen. All sides of the wall that are visible to the public shall be appropriately landscaped. Bare unfinished wall surfaces are specifically prohibited. A masonry wall(s) is not required for properties which are separated by a street.
- d. Perimeter landscape areas shall contain at least one (1) tree minimum, two (2) inch caliper for each fifty (50) lineal feet or fraction thereof of perimeter length.
- e. A continuous sidewalk at least four feet in width shall be provided on both sides of the street at least three feet distant from and generally parallel to the back of the curb. Meandering sidewalks are encouraged.

7.01.08 Non-Residential/Multi-Family Interior Site Landscaping Regulations

All interior spaces within any non-residential development shall conform to the following minimum requirements:

- a. Grass, ground cover, shrubs, and other landscape materials shall be used to cover all open ground within ten (10) feet of any building or paving or other use such as storage.
- b. All structures shall be treated with landscaping so as to enhance the appearance of the structure and to screen any detractive or unsightly appearance.
- c. A minimum of fifteen (15) percent of the total site area shall be devoted to feature landscaping with not less than fifty (50) percent of the landscaping being located in the required front yard.

7.01.09 Landscape Design Submittal (Non-Residential Only)

Landscaping plans shall be prepared by a landscape architect, landscape contractor, landscape designer, knowledgeable in plants, materials and landscape design. Landscape Plans shall contain the following information:

- 1. Minimum scale of one (1) inch equals fifty (50) feet;

2. Location of all trees to be preserved;
3. Location of all plant and landscaping material to be used including plants, paving, benches, screens, fountains, statues, or other landscape features;
4. Species of all plant material to be used;
5. Size of all plant material to be used;
6. Spacing of plant material where appropriate;
7. Layout and description of irrigation systems, including placement of water sources;
8. Description of maintenance provision for the Landscape Plan;
9. Person(s) responsible for the preparation of Landscape Plan.
10. Ornamental structures including fences, fountains, public art, ground cover, and other landscaping elements that are intended to complement the proposed landscaping design.

7.01.10 Tree Preservation and Replacement

Applicability

See Chapter 30, Environment, Article II. Tree Protection and Preservation.

7.01.11 Sight Distance and Visibility

Landscaping requirements shall not be such as to cause visibility obstructions and/or blind corners at intersections. Whenever an access-way intersects a public right-of-way or when the subject property abuts the intersection of two (2) or more public rights-of-way, a triangular visibility area, as described below, shall be created and maintained. Landscaping within the triangular visibility area shall be designed to provide unobstructed cross-visibility at a level between three (3) and six (6) feet. Trees may be permitted in this area provided they are trimmed in such a manner that no limbs or foliage extend into the cross-visibility area. The triangular areas are:

- a. The areas of property on both sides of the intersection of an access-way and a public right-of-way shall have a triangular visibility area with two (2) sides of each triangle being ten (10) feet in length from the point of the intersection and the third side being a line connecting the ends of the other two (2) sides.

- b. The areas of property located at a corner formed by the intersection of two (2) or more public rights-of-way shall have a triangular visibility area with two (2) sides of each triangle being twenty (20) feet in length from the point of the intersection and the third side being a line connecting the ends of the other two (2) sides.

Landscaping, except required grass and low ground covers, shall not be located closer than three (3) feet from the edge of any access-way pavement.

7.01.12 Fencing

Screening/security fences shall not extend forward of the front building façade.

Exception: Ornamental or decorative fences. Chain link fencing materials are prohibited.

7.01.13 Maintenance

- a. The owner, tenant and their agent, if any shall be jointly and severally responsible for the maintenance of all landscaping. All required landscaping shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, irrigation systems, weeding, and other such activities common to the maintenance of landscaping. Landscaped areas shall be kept free of trash, litter, weeds and other such material or plants not a part of the landscaping. All plant materials shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant materials which die shall be replaced with plant material of similar variety and size.
- b. Removal of diseased or dangerous trees and vegetation:

Upon direction of the code enforcement officer, property owners shall be required to treat and/or remove trees suffering from transmittable diseases or pests.

The code enforcement officer may require the removal of a tree, part of a tree, or any other vegetation that may be:

- A. In danger of falling and injuring persons or damaging property not located on the owner's property;
- B. Within or overhanging a public right-of-way or easement;
- C. Creating a traffic hazard or visibility hazard for traffic on a public street.

7.01.14 Master Landscaping Plan

- (a) Purpose. The purpose of a master landscape plan is to allow an applicant, subject to approval of the city council, the option of designating an area that will define unique

characteristics in all landscape elements including type, design, and location based upon specific performance criteria. The goal of a master landscape plan is to:

- (1) Promote consistency among landscape elements within a development thus creating visual harmony between the landscape, buildings, and other components of the property;
- (2) Enhance the compatibility of the landscape elements with the architectural and site design features within a development; and
- (3) Encourage landscaping that is in character with planned and existing uses thus creating a unique sense of place.
- (4) Encourage multi-tenant commercial uses to develop a unique set of landscape regulations in conjunction with development standards.

(b) *Application process.*

- (1) The applicant shall develop a master landscape plan for all landscaping elements in the development based on the landscape design guidelines established in subsection (c) and (d) of this section.
- (2) The administrative official shall forward the applicant's master landscape plan to the planning and zoning commission for review and recommendation. A master landscape plan application will be considered by the city council following a recommendation by the planning and zoning commission. The city council shall make the final determination on the master landscape plan.
- (3) After approval of a master landscape plan for a particular development, all landscaping in that development shall meet the standards approved in that specific master landscape plan.

(c) Master landscape plans. Commercial landscaping is an integral part of the urban design fabric of Seabrook. It is absolutely necessary and shall be deemed as a tool that helps promote the health, safety and welfare of the general public. Due to its visual prominence and effect on the overall design character of our city, landscaping as part of master landscape plans must be considered on the broader scale of community rather than on an individual site basis. Landscape is an integral part of the visual urban streetscape and shall be designed to visually complement the surroundings, building on the quality of the traveler's and pedestrian's experience.

Design Goals:

- (1) To develop organized hierarchies of landscape types without infringing on the capability of creative design.

- (2) To establish design criteria that promote the overall visual quality of the streetscape environment for the general public while providing reasonable and improved standards for identification of individual properties.
- (3) To improve the overall visual cohesive appearance of the site through landscape guidelines, with strong consideration that the visual streetscape.
- (4) To promote a "sense of place" for the City of Seabrook while promoting creative design for individual developments.
- (5) To promote landscape as an architectural complement rather than being visually and thematically disconnected.

(d) *Application requirements.* A master landscape plan application shall be prepared by a landscape architect, landscape contractor, landscape designer, knowledgeable in plants, materials and landscape design. Landscape Plans shall contain the following information:

1. Minimum scale of one (1) inch equals fifty (50) feet;
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4. Species of all plant material to be used;
5. Size of all plant material to be used;
6. Spacing of plant material where appropriate;
7. Layout and description of irrigation systems, including placement of water sources;
8. Description of maintenance provision for the Landscape Plan;
9. Person(s) responsible for the preparation of Landscape Plan.
10. Ornamental structures including fences, fountains, public art, ground cover, and other landscaping elements that are intended to complement the proposed landscaping design.
11. Any other information as required by the decision making bodies.”

The City Council of the City of Seabrook met in regular session on Tuesday, April 3, 2018 at 7:00 p.m. in Seabrook City Hall, 1700 First Street, Seabrook, Texas to discuss, consider and if appropriate, take action on the items listed below.

THOSE PRESENT WERE:

THOM KOLUPSKI	MAYOR
ROBERT LLORENTE – ex. abs.	COUNCIL PLACE NO. 1
LAURA DAVIS	COUNCIL PLACE NO. 2
GARY JOHNSON	MAYOR PRO TEM &
	COUNCIL PLACE NO. 3
NATALIE PICHA	COUNCIL PLACE NO. 4
GLENNA ADOVASIO	COUNCIL PLACE NO. 5
JOE MACHOL	COUNCIL PLACE NO. 6
GAYLE COOK	CITY MANAGER
SEAN LANDIS	DEPUTY CITY MANAGER
STEVE WEATHERED	CITY ATTORNEY
ROBIN HICKS	CITY SECRETARY

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

1. PRESENTATIONS

1.1 Presentation of a proclamation recognizing the City of Seabrook as one of 10 winners of the Prestigious 2018 Governor's Community Achievement Award for outstanding community improvement. (Kolupski)

Mayor Kolupski congratulated the Open Space and Trails Committee members, Helen Burton, John Coggeshall, Debra Harper, and Sally Antrobus, as well as the Parks staff, including Administrative Assistant, Natalie Stephens, and thanked them for pursuing this prestigious award.

1.2 Present Audit for FY 2016/17. (Auditors)

Stephanie Harris, Partner with Belt Harris Pechaceck LLP, presented the Comprehensive Annual Financial Report. The Auditors are issuing an unmodified opinion on the City's financial statements, which is the highest level of assurance that can be issued. The City's financial statements are materially correct and all disclosures required by generally accepted accounting principles have been included.

The City has \$91.2 million in total assets, and \$42.2 million in total liabilities.

The City ended the year with a positive net position of just over \$52 million, which represents an increase from the 2016 fiscal year of just under \$2 million.

The driving factors for the increase includes reinvestment of \$7.4 million in the City's capital assets, the bulk for the animal control facility and improvements to the Wastewater Treatment Plant, and the issuance of two (2) debt series: 1. a refunding that replaced an older 2008 debt series, which resulted in reduced debt service payments by just under 600,000 over the next 10 years and an economic gain of just over \$538,000, and 2. new debt of \$5.9 million to continue to fund Wastewater Treatment Plant operations.

The statement of revenues, expenditures and changes in fund balance focuses on current revenues and expenses, on a modified accrual basis. The City collected just over \$12.9 million in total revenues and incurred expenditures of \$19.9 million to provide all various functions: general government, public safety, public works, including capital outlay expenses and principal and interest on long term debt. Other financing sources and uses include refunding debt transactions to retire the older 2008 obligation that was outstanding at a higher interest rate. For the year, the City had a net reduction in fund balance of \$5.9 million. The City started the year with \$19.9 million and ended with \$13.2 million. The intention was to draw down on the fund balance to fund capital improvements.

General fund ending balance was an increase of \$737,000 for ending balance of \$8.2 million. A benchmark of balancing annual operating expenses is maintaining at least 25% in unassigned fund balance. The City currently has 58% unassigned fund balance, which is 82% of the 2017 annual operating expenses. The 58% breaks down to \$5.8 million in unassigned dollars; \$38,000 non-spendable; over \$2 million committed for stabilization in anticipation of the Highway 146 expansion project; a \$1.6 million payment from the Port of Houston in the prior fiscal year to help fund a sound mitigation project; and just over \$21,000 assigned for civil service sick leave.

This year is the year in which all governmental entities are required to report long term liability for providing a pension plan benefit to employees. The total liability for 2017 was at a rate of 6.75% and \$5.5 million. A 1% increase in the discount rate would drop the net pension liability to \$1.7 million, but a 1% decrease in the rate would increase the net liability from \$5.5 million to \$10 million. Total pension cost is over the required 80% at 83.8% at the end of the 2016 calendar year. This is different from the funding strategy. TMRS comes up with a rate that the City must contribute each fiscal year in order fund long term.

2. PUBLIC COMMENTS AND ANNOUNCEMENTS

Larry Boufis, 1101 Sandpiper Drive, stated that hurricane season is coming up and FEMA will not pay for hotel fees when homeowners without damage evacuate. Hotel costs during Harvey were \$425. There should be a pro-active approach. Many citizens cannot afford to evacuate. It's hard to get hold of FEMA. Sean Landis has been helping with whatever FEMA needs.

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

Councilmember Adovasio announced several upcoming events, including: the last day to register to vote; Early Voting; the May 5 City Council Election; Keels and Wheels; Houston Symphony League Bay Area Home Tour; Rural Picnic; Wounded Warrior Soldier Ride; Bike Around the Bay; and the Bay Area CVB will have a booth at the 2018 San Jacinto Day Re-Enactment.

3. CONSENT AGENDA

3.1 Approve on second reading proposed Ordinance 2018-08, "Amendments to the El Mar Village PUD. (Landis)

AN ORDINANCE AMENDING ORDINANCE 2015-10 APPROVING "EL MAR VILLAGE TOWNHOMES PUD" LOCATED IMMEDIATELY SOUTH OF EL MAR LANE AND WEST OF NORTH MEYER ROAD, MORE SPECIFICALLY DESCRIBED IN EXHIBIT "A", BY REVISING THE PLANNED UNIT DEVELOPMENT ("PUD") PLAN, REGULATIONS, RESTRICTIONS AND CONDITIONS ("PLAN") ONLY IN RELATION TO THE MASTER PLAN LOT LINE LOCATION FOR LOTS 5, 6, 7, AND 8; AND THE ADDITION OF PHASE TWO, LOTS 1 AND 2, AS MORE PARTICULARLY DESCRIBED IN EXHIBITS "B" AND "B-1", ATTACHED HERETO; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; AND PROVIDING FOR SEVERABILITY AND NOTICE

3.2 Approve on second reading proposed Ordinance 2018-09, "Amendments to the Chesapeake Bay II PUD". (Landis)

AN ORDINANCE AMENDING ORDINANCE 2017-14 APPROVING "CHESAPEAKE BAY II PLANNED UNIT DEVELOPMENT (PUD)" LOCATED IMMEDIATELY EAST OF REPSDORPH ROAD AND SOUTH OF BRUMMERHOP PARK, CONSISTING OF APPROXIMATELY 16.2707 ACRES AS MORE PARTICULARLY DESCRIBED IN EXHIBITS "A", BY RECONFIGURING THE PLANNED UNIT DEVELOPMENT ("PUD") PLAN, REGULATIONS, RESTRICTIONS AND CONDITIONS ("PLAN") TO REFLECT DESIGNATION OF PHASES 1-4 (IN PLACE OF THE PRIOR REFERENCED TRACTS 1-3), AS REFLECTED IN THE "PLAN" ATTACHED HERETO AS EXHIBIT "B", TO DESIGNATE PHASE 1 AS SENIOR LIVING FACILITIES, PHASE 2 AS, RETAIL/STORAGE, WITH TWO INDEPENDENT STORAGE BUILDINGS, PHASE 3 AS SENIOR LIVING FACILITIES, AND A NEW PHASE 4 FOR ADDITIONAL SENIOR LIVING FACILITIES FOR PROPOSED LOW INCOME HOUSING TAX CREDITS, AS MORE SPECIFICALLY REFERENCED IN THE PLAN; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; AND PROVIDING FOR SEVERABILITY

3.3 Approve on second reading proposed Ordinance 2018-10, "Adding Minimum Standards Required for Qualified Responsible Contractors used by Private Developers Proposing to Work on City Infrastructure/Property". (Padgett / Craig)

AN ORDINANCE AMENDING THE SEABROOK CITY CODE BY CREATING A NEW CHAPTER 94, ENTITLED "MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE CONTRACTORS", IN ORDER TO ADMINISTER, OVERSEE AND REGULATE THE USE OF CONTRACTORS BY PRIVATE DEVELOPERS THAT MAY BE ACCEPTED FOR WORK ON PUBLIC INFRASTRUCTURE AND/OR CITY PROPERTY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; AND PROVIDING FOR SEVERABILITY AND NOTICE

3.4 Accept Audit and Comprehensive Annual Financial Report (CAFR) for FY 2016-17. (Gibbs)

3.5 Approve an excused absence for Natalie Picha for the March 20, 2018 regular City Council meeting. (Hicks)

3.6 Approve the minutes of the March 20, 2018 regular City Council meeting. (Hicks)

3.7 Approve the minutes of the March 6, 2018 regular City Council meeting. (Hicks)

3.8 Approve minutes of the February 6, 2018 regular City Council meeting. (Hicks)

Motion was made by Councilmember Adovasio and seconded by Councilmember Johnson

To approve the Consent Agenda as presented.

MOTION CARRIED BY UNANIMOUS CONSENT

4. NEW BUSINESS

4.1 Consider and take all appropriate action on first and final reading of proposed Ordinance 2018-11, "Amending the Budget for the Fiscal Year beginning October 1, 2016 and ending September 30, 2017 for the Seabrook General Fund". (Gibbs)

AN ORDINANCE AMENDING THE AMOUNT OF APPROPRIATIONS FOR THE GENERAL FUND BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2016 AND ENDING ON SEPTEMBER 30, 2017, FOR THE CITY OF SEABROOK, IN THE AMOUNT OF \$331,837.35, TO ALLOCATE A BUDGET FOR HURRICANE DEPARTMENT BUDGET; AND FINDING AVAILABLE UNENCUMBERED FUNDS FOR THE SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER

Michael Gibbs, Director of Finance, explained that there are revenues in the general fund of \$10.8 million for the operational budget, with expenses totaling \$10.1 million. Hurricane Harvey expenses now need to be budgeted and reallocated from the department level into an account/line item for the storm. The total allocation for Hurricane Harvey is \$331,000. In addition, monies in the Enterprise Fund in the amount of \$38,906 were reallocated to the Hurricane Harvey account/line item. Most of the expenditures for Harvey are Category B for labor cost in the amount of \$340,000. The bulk of the Category B will be reimbursed. The remainder of the totals is cleanup, such as making an adjustment to the line item for a debt service entry for the refunding issue.

Motion was made by Councilmember Adovasio and seconded by Councilmember Machol

To approve on first and final reading of proposed Ordinance 2018-11, "Amending the Budget for the Fiscal Year beginning October 1, 2016 and ending September 30, 2017 for the Seabrook General Fund".

MOTION CARRIED BY UNANIMOUS CONSENT

4.2 Consider and take all appropriate action on first and final reading of proposed Ordinance 2018-12, "Amending the Budget for the Fiscal Year Beginning October 1, 2017 and ending on September 30, 2018, for the Seabrook General Fund". (Gibbs)

AN ORDINANCE AMENDING THE AMOUNT OF APPROPRIATIONS FOR THE GENERAL FUND BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2017 AND ENDING ON SEPTEMBER 03, 2018, FOR THE CITY OF SEABROOK, IN THE AMOUNT OF \$414,871.64, TO PROVIDE RESOURCES TO MULTIPLE DEPARTMENTS; AND AMENDING ENTERPRISE, PUBLIC SAFETY AND HOTEL OCCUPANCY FUNDS; AND FINDING AVAILABLE UNENCUMBERED FUNDS FOR THE SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER

Motion was made by Councilmember David and seconded by Councilmember Adovasio

To approve on first and final reading of proposed Ordinance 2018-12, "Amending the Budget for the Fiscal Year Beginning October 1, 2017 and ending on September 30, 2018, for the Seabrook General Fund".

MOTION CARRIED BY UNANIMOUS CONSENT

4.3 Consider and take all appropriate action on the renewal of the Non-reimbursable Space Act Agreement between Bay Area Emergency Responders and the National Aeronautics and Space Administration. (Galyean)

Jeff Galyean, Director of the Office of Emergency Management, stated that this agreement is the instrument that NASA utilizes as a mutual aid agreement with surrounding cities. The agreement goes back to the 80's for Emergency Operations Centers operations for a hurricane. This agreement has never actually been used. NASA has a hangar at Ellington that is no longer being utilized for some of their space training programs, and that hangar can house all local public safety apparatus. Without this mutual agreement, Seabrook and surrounding cities have to take all of our assets to NRG stadium. For Hurricane Harvey, cities would not have been able to get their vehicles and equipment back from Houston for a few days because the roadways were under water. This agreement does is no cost for the City and no cost for NASA.

Motion was made by Councilmember Davis and seconded by Councilmember Adovasio

To approve the renewal of the Non-reimbursable Space Act Agreement between Bay Area Emergency Responders and the National Aeronautics and Space Administration.

MOTION CARRIED BY UNANIMOUS CONSENT

4.4 Consider and take all appropriate action on the reappointment of Gary Johnson, as a private citizen, to the Board of Directors of the Clear Lake Emergency Medical Corps (CLEMC), per the provisions of the Agreement between the City of Seabrook and the Clear Lake Emergency Medical Corps, for a term to begin June 1, 2018 and ending June 1, 2019. Mr. Johnson is term limited in At Large Council Position 3 in May 2018. Mr. Johnson is currently serving as the CLEMC Board President. (Davis)

Motion was made by Councilmember Davis and seconded by Councilmember Adovasio

To table this item until the next City Council meeting because there may be some liability issues that staff needs to research.

MOTION CARRIED BY UNANIMOUS CONSENT

5. ROUTINE BUSINESS

5.1 Hear a report on the March 2018 Economic Alliance Port Region Advocacy trip to Washington D.C. (Picha)

Councilmember Picha thanked the Mayor and Council for the opportunity to go on this trip to D.C. The purpose of trip was to meet with various Legislators on topics that directly impact Seabrook and the Houston Bay Area. This trip was definitely worth the time, and 30 team members/representatives from the 12 cities that the Port of Houston touches were in attendance. Teams were joined by Dennis Paul and members also met with Senators Cornyn and Cruz, who are both in support of storm surge protection. On the last evening team members attended a congressional dinner with Congressmen Babin and Olson. There was a conversation about Seabrook's Wastewater Treatment Plant. Hopefully, the meetings and involvement in this advocacy trip will help Seabrook.

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

TXDOT – Gayle Cook, City Manager, explained that the Sonic demolition is near completion. There have been a couple of additional requests to hold hearings at City Hall because there is no official agreement between TXDOT and those property owners. Since the last City Council meeting the City has received an advance funding agreement from TXDOT on utility relocates and aesthetics that staff is reviewing. There are still financial questions to address in the funding agreement, specifically the standard aesthetics costs, and it looks like the City will be responsible for \$4.4 million for utility relocates. The City had been doing interviews with 3rd party engineers, but staff hasn't heard anything about who was chosen. The City Manager has signed off on the final plans, which have been couriered to Austin for review. The City will still have the ability to comment on the plans for Seabrook. The cover sheet to those plans state that TXDOT will be able to publish all letting documents in May.

PROJECT – Ms. Cook announced that there is nothing new on projects since the last meeting.

GRANT ADMINISTRATION – Ms. Cook stated that staff is working to finalize the Hurricane Harvey items. The two large items are in review and staff is expecting an email any day that the review is finalized. There is one document outstanding on debris removal, but because the entire process is electronic, that document will be uploaded and on its way soon.

The Mayor announced that through Councilmember Picha's contact at the Economic Alliance Port Region in Washington D.C., the Mayor and City Manager had an audience today with Congressman Babin's office and he is offering support for the HMGP grant.

Councilmember Machol recognized the Public Works staff for saving the City \$50,000 on a recent drainage project. The job was well done and much appreciated.

Motion was made by Councilmember Johnson and seconded by Councilmember Adovasio

To approve the Action Items Checklist

MOTION CARRIED BY UNANIMOUS CONSENT

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

The next City Council meeting is April 17, 2018.

Upon motion duly made and seconded, Mayor Kolupski adjourned the meeting at 7:45 p.m.

Approved this 17th day of April, 2018.

Thomas G. Kolupski
Mayor

Robin Hicks, TRMC
City Secretary



Agenda Briefing

Date of Meeting: April 6, 2018

Submitting Department: City Manager's Office

Date Submitted: April 9, 2018

Prepared By: Gayle Cook, City Manager

Presenter: Gayle Cook, City Manager

Will there be a guest/visitor presenter who is not an employee?: ☐ Yes ☒ No

What is this person's first and last name and affiliation to this item?:

Subject: Consider and take all appropriate action on proposed Resolution 2018-17, "Suspending the 2018 Effective Date to Implement Interim GRIP Rate Adjustments". (Cook)

Type of Item: ☐ Ordinance ☒ Resolution ☐ Contract/Agreement ☐ Public Hearing ☐ Discussion & Direction

Executive Summary: CenterPoint made Interim Rate Adjustment or "GRIP" filings with the cities in their Houston and Texas Coast divisions. For cities in the Houston Division, the Company is seeking recovery of \$112,238,512 in invested capital. This will increase rates to residential customers by \$.70 per month. For cities in the Texas Coast Division, the Company is seeking recovery of \$31,889,184 in invested capital. This will increase rates to residential customers by \$.72 per month. Increases in both divisions are currently scheduled to go into effect on May 28.

Under the GRIP statute cities may not challenge the Company's request. The only action you may take is to suspend the effective date of the rate increase by 45 days.

Background/Issue (What prompted this need?):

Budget Analysis/Funding Comments:

Expenditure Required: \$

Budgeted Amount: \$ **Source of Funds/Funding Account:**

Not Budgeted: If approved, the following will be included in the next Budget Amendment and \$ **will be added to Revenue Account:** **and**
\$ **added to Expenditure Account:**

1295 Form Required? ☐ **Yes** ☐ **No**

Name of Applicant (if applicable) :

Legal Description/Location (if applicable):

Supporting Materials Attached:

1. Resolution 2018-17
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

Recommended Placement on Agenda: Consent Agenda

Recommended Action: Approve Resolution 2018-17 Suspending the Effective Date of the Centerpoint GRIP Rate

Reviewed by Department Director, if applicable ☐

Reviewed by Finance Director, if applicable ☐

Reviewed by City Attorney, if applicable ☐

Reviewed by City Manager ☒

**CITY OF SEABROOK
RESOLUTION NO. 2018-17**

A RESOLUTION BY THE CITY OF SEABROOK, TEXAS SUSPENDING THE MAY 28, 2018 EFFECTIVE DATE OF THE PROPOSAL BY CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS – TEXAS COAST DIVISION TO IMPLEMENT INTERIM GRIP RATE ADJUSTMENTS FOR GAS UTILITY INVESTMENT IN 2017 AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Seabrook, Texas (“City”) is a gas utility customer of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Texas Coast Division, (“CenterPoint” or “the Company”) and a regulatory authority with an interest in the rates and charges of CenterPoint; and

WHEREAS, CenterPoint made filings with the City and the Railroad Commission of Texas (“Railroad Commission”) in March 2018, proposing to implement interim rate adjustments (“GRIP Rate Increases”) pursuant to Texas Utilities Code § 104.301 on all customers served by CenterPoint, effective May 28, 2018; and

WHEREAS, it is incumbent upon the City, as a regulatory authority, to examine the GRIP Rate Increases to determine its compliance with the Texas Utilities Code.

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

1. The May 28, 2018, effective date of the GRIP Rate Increases proposed by CenterPoint is hereby suspended for the maximum period allowed by Texas Utilities Code § 104.301(a) to permit adequate time to review the proposed increases, analyze all necessary information, and take appropriate action related to the proposed increases.

2. A copy of this Resolution shall be sent to CenterPoint, care of Perrin Wall, at Centerpoint – Texas Coast Division, 1111 Louisiana Street, Houston, Texas 77002-5231 and to Thomas Brocato, legal counsel to the City, at Lloyd Gosselink, 816 Congress Ave., Suite 1900, Austin, Texas 78701.

Signed this 17th day of April, 2018.

Thomas G. Kolupski
Mayor

ATTEST:

Robin Hicks, TRMC
City Secretary



Agenda Briefing

Date of Meeting: April 17, 2018

Submitting Department: City Manager's Office

Date Submitted: April 9, 2018

Prepared By: Gayle Cook, City Manager

Presenter: Gayle Cook, City Manager

Will there be a guest/visitor presenter who is not an employee?: ☐ Yes ☒ No

What is this person's first and last name and affiliation to this item?:

Subject: Consider and take all appropriate action on proposed Resolution 2018-18, "Denying Centerpoint's Application for Increase to Distribution Rates". (Cook)

Type of Item: ☐ Ordinance ☒ Resolution ☐ Contract/Agreement ☐ Public Hearing ☐ Discussion & Direction

Executive Summary: The purpose of the Resolution is to deny the DCRF application proposed by CenterPoint.

Background/Issue (What prompted this need?): The City, along with approximately 38 other cities served by CenterPoint Energy Houston Electric, LLC ("CenterPoint" or "Company") is a member of the Gulf Coast Coalition of Cities ("GCCC"). The coalition has been in existence since the early 1990s. GCCC has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for over 20 years.

On April 4, 2018, CenterPoint filed an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF") Pursuant to 16 Tex. Admin. Code § 25.243 to Increase Distribution Rates with each of the cities in their service area. In the filing, the Company is proposing an adjustment to reflect changes in the federal income tax rate resulting from the Tax Cuts and Jobs Act of 2017. As a result of that adjustment, the Company is proposing a Total DCRF Revenue Requirement of \$82,620,101 to be effective on September 1, 2018. The resulting Total DCRF Revenue Requirement sought by the Company constitutes a \$7 million decrease to the currently approved total distribution revenue requirement that is scheduled to go into effect on September 1, 2018.

GCCC has engaged the services of a consultant, Mr. Karl Nalepa, to review the Company's filing. GCCC's attorney recommends that all GCCC members adopt the Resolution denying the rate change. Once the Resolution is adopted, CenterPoint will have 30 days to appeal the decision to the Public Utility Commission where the appeal will be consolidated with CenterPoint's filing for the environs and those cities that have relinquished their original jurisdiction currently pending at the Commission.

Explanation of “Be It Resolved” Paragraphs:

1. This paragraph finds that the Company’s application is unreasonable and should be denied.
2. This section states that the Company’s current rates shall not be changed.
3. The Company will reimburse the cities for their reasonable rate case expenses. Legal counsel and consultants approved by the Cities will submit monthly invoices that will be forwarded to CenterPoint for reimbursement.
4. This section recites that the Resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed
5. This section provides CenterPoint and counsel for the cities will be notified of the City’s action by sending a copy of the approved and signed Resolution to counsel..

Budget Analysis/Funding Comments:

Expenditure Required: \$

Budgeted Amount: \$ **Source of Funds/Funding Account:**

Not Budgeted: If approved, the following will be included in the next Budget Amendment and \$ **will be added to Revenue Account:** **and**
\$ **added to Expenditure Account:**

1295 Form Required? ☐ **Yes** ☐ **No**

Name of Applicant (if applicable) :

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

Legal Description/Location (if applicable):

Supporting Materials Attached:

1. Resolution 2018-18
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

Recommended Placement on Agenda: Consent Agenda

Recommended Action: Approve Resolution 2018-18 as written to Deny Centerpoint Application for the Increase to Distribution Rates.

Reviewed by Department Director, if applicable ☐

Reviewed by Finance Director, if applicable ☐

Reviewed by City Attorney, if applicable ☐

Reviewed by City Manager ☒

**CITY OF SEABROOK
RESOLUTION 2018-18**

**DENYING CENTERPOINT'S APPLICATION FOR
INCREASE TO DISTRIBUTION RATES WITH SEABROOK**

**A RESOLUTION OF THE CITY OF SEABROOK, TEXAS
FINDING THAT CENTERPOINT ENERGY HOUSTON
ELECTRIC, LLC'S APPLICATION FOR APPROVAL TO
AMEND ITS DISTRIBUTION COST RECOVERY FACTOR
PURSUANT TO 16 TEX. ADMIN. CODE § 25.243 TO
INCREASE DISTRIBUTION RATES WITHIN THE CITY
SHOULD BE DENIED; FINDING THAT THE CITY'S
REASONABLE RATE CASE EXPENSES SHALL BE
REIMBURSED BY THE COMPANY; FINDING THAT THE
MEETING AT WHICH THIS RESOLUTION IS PASSED IS
OPEN TO THE PUBLIC AS REQUIRED BY LAW;
REQUIRING NOTICE OF THIS RESOLUTION TO THE
COMPANY AND LEGAL COUNSEL.**

WHEREAS, the City of Seabrook, Texas ("City") is an electric utility customer of CenterPoint Energy Houston Electric, LLC ("CenterPoint" or "Company"), and a regulatory authority with an interest in the rates and charges of CenterPoint; and

WHEREAS, the City is a member of the Gulf Coast Coalition of Cities ("GCCC") (such participating cities are referred to herein as "GCCC"), a coalition of similarly situated cities served by CenterPoint that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in CenterPoint's service area; and

WHEREAS, on or about April 4, 2018 CenterPoint filed with the City an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF") Pursuant to 16 Tex. Admin. Code § 25.243 seeking Total DCRF Revenue Requirement of \$82,620,101 to be effective on September 1, 2018; and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, GCCC is coordinating its review of CenterPoint's DCRF filing with designated attorneys and consultants to resolve issues in the Company's application; and

WHEREAS, the GCCC's members and attorneys recommend that GCCC members deny the DCRF.

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

Section 1. That the rates proposed by CenterPoint to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 2. That the Company shall continue to charge its existing rates to customers within the City.

Section 3. That the City's reasonable rate case expenses shall be reimbursed in full by CenterPoint within 30 days of presentation of an invoice to CenterPoint.

Section 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 5. That a copy of this Resolution shall be sent to Denise Gaw, CenterPoint Energy Service Company, LLC, 1111 Louisiana Street, Houston, Texas 77002 and to Thomas Brocato, General Counsel to the Gulf Coast Coalition of Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this 17TH day of April, 2018.

Thomas G. Kolupski
Mayor

ATTEST:

Robin Hicks, TRMC
City Secretary

APPROVED AS TO FORM:

Steven L. Weathered
City Attorney

**CITY OF SEABROOK
RESOLUTION 2018-19**

**AUTHORIZING THE SALE OF REAL PROPERTY DESCRIBED AS A 2.0514
ACRE TRACT IN THE RITSON MORRIS SURVEY, ABSTRACT 52, HARRIS
COUNTY, TEXAS**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, AUTHORIZING PROCEEDING WITH THE SALE OF CERTAIN REAL PROPERTY, APPROXIMATELY 2.0514 ACRES OUT OF THE RITSON MORRIS SURVEY, ABSTRACT 52, HARRIS COUNTY, TEXAS, BEING OUT OF AND A PART OF LOTS 14 AND 15 OF RUGGLES SUBDIVISION, A SUBDIVISION OF RECORD, MORE SPECIFICALLY DESCRIBED IN EXHIBIT “A”; DETERMINING COMPLIANCE WITH CHAPTER 272.001 OF THE TEXAS LOCAL GOVERNMENT CODE AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT OF SALE AND RELATED DOCUMENTS IN COMPLIANCE WITH IT’S TERMS AND ALL APPLICABLE LAWS, REGULATIONS AND CHARTER REQUIREMENTS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Seabrook has considered the sale of property, approximately 2.0514 acres out of the Ritson Morris Survey, Abstract 52, Harris County, Texas, generally located on Lakeside Drive and adjacent to the City of Seabrook’s Water Facility, more specifically described in Exhibit “A”, attached hereto and incorporated by reference, (the “Property”); and

WHEREAS, the City Council, after reviewing the Property, its location, area, shape, access to public roads, including its current and potential use, the developer’s proposed use and applicable regulations, has determined, pursuant to Section 272 of the Texas Local Government Code, that notice and bidding requirements do not apply due to the exceptions contained in subsection B of said statute, including those related to land that cannot be used independently because of its size, shape or lack of access to public roads and developer’ intended use for the Property ; and

WHEREAS, the City Council of the City of Seabrook, determining that notice and bidding requirements were not applicable, obtained an appraisal for fair market value of the Property, which is attached hereto as Exhibit “B” and incorporated by reference; and

WHEREAS, PG Legacies Inc, has submitted an offer of purchase for the Property in the form of a Contract attached hereto as Exhibit “C” and incorporated by reference, (the “Contract”); and

WHEREAS, the City Council, has determined to authorize the City Manager of the City of Seabrook, Texas to proceed with executing the Contract in behalf of the City, and all related documents that may be required pursuant to the Contract for the sale of the Property in accordance with the terms and conditions of the Contract, it being specifically understood that any modifications, revisions, or related conditions thereto are specifically subject to review and approval by City Council; and

WHEREAS, it is the specific intent of the City Council of the City of Seabrook to comply with all legal requirements for sale of this property, including the Seabrook Charter; and

WHEREAS, the City Council of the City of Seabrook finds and determines that providing authorization to the City Manager to immediately proceed as provided herein is now appropriate.

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

Section 1. That the City Council of Seabrook hereby officially finds and determines that the meeting at which this Resolution is passed is open to the public as required by law and that public notice of the time, place, and purpose of said meeting was given as required. The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct and adopted.

Section 2. City Council of Seabrook hereby determines that this tract meets the exceptions in the Texas Local Government Code, Chapter 272 (b) and the notice and bidding requirements do not apply; and.

Section 3. The City Manager is hereby immediately authorized to execute the Contract and the related documents for the sale of the Property in accordance with the terms of the Contract. Any modifications, revisions, or related conditions to the subject Contract are specifically subject to review and approval by City Council.

PASSED AND APPROVED this 17th day of April, 2018.

Thomas G. Kolupski
Mayor

ATTEST:

Robin Hicks, TRMC
City Secretary

APPROVED AS TO FORM:

Steven L. Weathered
City Attorney

AN APPRAISAL

OF

**A $\pm$ 2.0514 ACRE ($\pm$ 89,358 SQUARE FEET) TRACT OF VACANT LAND
LOCATED ALONG THE WEST LINE OF LAKESIDE DRIVE
NORTH OF REPSDORPH ROAD
SEABROOK, TEXAS 77586**

PREPARED FOR

**STEVEN WEATHERED
ROSS, BANKS, MAY, CRON, & CAVIN, P.C.
7700 SAN FELIPE STREET, SUITE 550
HOUSTON, TEXAS 77063**

PREPARED BY

**HAGINAS & SHILLINGS
REAL ESTATE APPRAISERS & CONSULTANTS
7111 GLEN CHASE COURT
HOUSTON, TEXAS 77095
H&S FILE NO. 17-305.KM**

AS OF

**DATE OF REPORT:
JANUARY 8, 2018**

**DATE OF VALUE:
JANUARY 2, 2018**



TYPICAL VIEW OF SUBJECT PROPERTY

January 8, 2018

Steven Weathered
Ross, Banks, May, Cron, & Cavin, P.C.
7700 San Felipe Street, Suite 550
Houston, Texas 77063

RE: An appraisal of a ± 2.0514 acre ($\pm 89,358$ square feet) tract of vacant land located along the west line of Lakeside Drive north of Repsdorph Road, Houston, Texas. (H&S File No. 17-305.KM).

Dear Mr. Weathered:

Per your instructions, we have appraised the above referenced property in order to estimate the **market value** of the **fee simple estate**. The intended use of this appraisal is to assist the client in management/loan decisions regarding the subject property. The appraisal report is located immediately after this letter of transmittal and is invalid unless accompanied by this letter.

The appraisal was conducted after a physical inspection of the subject property, a research of all available market data, conversations with various market participants, and an evaluation of various factors which may be crucial in the valuation of the subject.

Definition of Market Value

Market value is defined by Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989, 12 CFR, Part 323, as follows:

"Market Value" means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) Buyer and seller are typically motivated;*
- (2) Both parties are well informed or well advised, and acting in what they consider their own best interests;*
- (3) A reasonable time is allowed for exposure in the open market;*
- (4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
- (5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."*

This appraisal is being presented in a summary format in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP). The report has also been completed in compliance with the Standards and Code of Ethics of the Appraisal Institute and the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA).

Your attention is invited to the following data and discussions which, in part, form the basis of our conclusions. We hope that this information will be useful to you.

Based on our analysis of the data and trends in the local market, it is our opinion that the estimated market value of the fee simple estate of the subject property, as of January 2, 2018, is as follows:

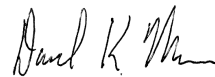
Appraisal Premise	Date	Interest Appraised	Final Value Conclusion
Market Value, As Is	January 2, 2018	Fee Simple Estate	\$500,000

Should you have any questions regarding this report, please do not hesitate to contact us.

HAGINAS & SHILLINGS



Jeff A. Shillings, MAI
President
Tx. State Certified, Tx-1323245-G



David K. Mann
Associate
Tx. State Certified, Tx-1325048-G

CERTIFICATION

We certify that, to the best of our knowledge and belief:

*we certify that, to the best of my knowledge and belief, the report analyses, opinions, and conclusions, were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute.

*we certify that the use of this appraisal is subject to the requirements of the Appraisal relating to the review by its duly authorized representatives.

*the statements of fact contained in this report are true and correct.

*the report analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.

*we have no present or prospective interest in the property that is the subject of this report and no personal interest with the respect to the parties involved.

*we have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

*our engagement in this assignment was not contingent upon developing or reporting predetermined results.

*our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal

*our analysis, opinion, and conclusions were developed, and this report has been prepared, in the conformity with the *Uniform Standards of Professional Appraisal Practice*.

*David K. Mann made a personal inspection of the property that is the subject of this report. Jeff A. Shillings, MAI, did not make a personal inspection of the property that is the subject of this report.

*no one provided significant real property appraisal assistance to the person(s) signing this certification.

*this appraisal assignment is not based on a requested minimum valuation, or specific valuation, or the approval of a loan.

*the appraisers have not provided any services regarding the subject property over the past three years.

*as of the date of this report, Jeff A. Shillings, MAI, has completed the requirements of the continuing education program of the Appraisal Institute.

Based on our analysis of the data and trends in the local market, it is our opinion that the estimated market value of the fee simple estate of the subject property, as of January 2, 2018, is as follows:

Appraisal Premise	Date	Interest Appraised	Final Value Conclusion
Market Value, As Is	January 2, 2018	Fee Simple Estate	\$500,000

HAGINAS & SHILLINGS



Jeff A. Shillings, MAI
President
Tx. State Certified, Tx-1323245-G



David K. Mann
Associate
Tx. State Certified, Tx-1325048-G

CONTINGENT AND LIMITING CONDITIONS

The certification of the appraiser appearing in the appraisal report is subject to the following conditions and to such other specific and limiting conditions as are set forth by the appraiser in the report.

1. It is assumed the legal description furnished is correct.
2. The appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor does the appraiser render any opinion as to the title, which is assumed to be good and marketable.
3. The property is appraised as though free and clear, under responsible ownership and competent management. All existing liens and encumbrances have been disregarded.
4. Any sketch in the report may show approximate dimensions and is included to assist the reader in visualizing the property. The appraiser has made no survey of the property.
5. The appraiser is not required to give testimony or appear in court because of having made the study with reference to the property in question, unless arrangements have been previously made.
6. Any distribution of the valuation in the report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.
7. The appraiser assumes that there are no hidden or inapparent conditions of the property, subsoil or structures, which would affect the proposed development. The appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors.
8. The appraiser assumes no responsibility for determining if the property lies within a flood hazard area and its consequences to the property. It is advised that a Topographic Survey be obtained and local officials be contacted.
9. Information, estimates and opinions furnished to the appraiser and contained in this report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the appraiser can be assumed by the appraiser.
10. Disclosure of the contents of this report is governed by the bylaws and regulations of the professional appraisal organizations with which the appraiser is affiliated.
11. Possession of this report, or a copy thereof, does not carry with it the right of publication, nor may it be used for any purpose by any but the applicant without the previous written consent of the appraiser or the applicant and, in any event, only in its entirety.

CONTINGENT AND LIMITING CONDITIONS, Continued

12. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to the feasibility of the proposed development, property value, the identity of the appraiser, professional designations, firm with which the appraiser is connected) shall be used for any purposes by anyone but the client specified in the report, the mortgagee or its successors and assigns, mortgage insurers and consultants.
13. On all Appraisals subject to satisfactory completion of repairs, or alterations, the appraisal report and value conclusion are contingent upon completion of the improvements in a workmanlike manner.
14. The value is reported in dollars on the basis of the currency prevailing at the date of the appraisal.
15. The appraiser has no present or contemplated interest in the property.
16. Compensation for making this study is in no manner contingent upon the value reported.
17. The appraiser represents that he is not an expert to appraise insulation or other products banned by the Consumer Products Safety Commission which might render the property more or less valuable, and in connection with this appraisal, the appraiser has not inspected for or tested for, nor taken into consideration in any respect the presence or absence of insulation or other products above described. Therefore, appraiser assumes no responsibility in the event the presence or absence of insulation or other products increase or decrease the value of the property from the value placed thereon by the opinion of the appraiser.
18. This appraisal has been made in accordance with the Codes and Ethics of the Appraisal Institute and the Appraisal Foundation.
19. The Americans with Disabilities Act became effective January 26, 1992. We have not and are not qualified to make a specific determination as to the compliance with this law by the subject property. We did not consider possible non-compliance with the requirements of this law in estimating the value of the subject property. We recommend a compliance survey be performed by a qualified firm. If the subject is found to be in non-compliance, this could negatively affect the value of the subject.

PART I
INTRODUCTION AND GENERAL INFORMATION

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

PROPERTY TYPE:	Vacant land
LAND AREA:	± 2.0514 acres ($\pm 89,358$ square feet)
LOCATION:	The west line of Lakeside Drive, north of Repsdorph Road, in Seabrook, Harris County, Texas.
LEGAL DESCRIPTION:	A ± 2.0514 acre ($\pm 89,358$ square feet) tract of land being out of the Ritson Morris Survey, Abstract No. 52, as recorded in the Harris County Map Records.
DATE OF REPORT:	January 8, 2018
EFFECTIVE DATE:	January 2, 2018 - date of visit
FLOOD PLAIN:	Zone X, outside of the 100-year floodplain
ZONING:	The subject site is located in Harris County, which does not utilize zoning ordinances to regulate land development.
TYPE OF APPRAISAL:	This appraisal was prepared under the Uniform Standards of Professional Appraisal Practice of the Appraisal Institute (USPAP) guidelines.
PURPOSE OF APPRAISAL:	To estimate the market value of the fee simple estate of the subject property.
INTENDED USERS:	The intended users of the report is Steven Weathered (Ross, Banks, May, Cron, & Cavin, P.C.).
INTENDED USE:	The intended use of this appraisal is to assist the client with management decisions regarding the subject property.

VALUE INDICATIONS:

SALES COMPARISON APPROACH:

Estimated Value:	\$500,000
Per Square Foot:	\$5.50 (r)

FINAL INDICATED VALUE: \$500,000

We consider a marketing time of up to one year for the subject tract given an active marketing campaign.

PROPERTY IDENTIFICATION

The subject site contains ± 2.0514 acres ($\pm 89,358$ square feet) and is located along the west line of Lakeside Drive, north of Repsdorph Road, in Seabrook, Harris County, Texas. The subject property is legally described as follows:

A ± 2.0514 acre ($\pm 89,358$ square feet) tract of land being out of the Ritson Morris Survey, Abstract No. 52, as recorded in the Harris County Map Records.

TYPE OF APPRAISAL

This appraisal was prepared under the Uniform Standards of Professional Appraisal Practice of the Appraisal Institute (USPAP) guidelines.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the "Market Value" of the fee simple estate of the subject property as of the effective date of this appraisal.

USE OF APPRAISAL

It is the intended use of this appraisal is to assist the client with management decisions regarding the subject property.

INTENDED USERS OF THE APPRAISAL

The intended user of the report is Steven Weathered (Ross, Banks, May, Cron, & Cavin, P.C.). Any other users are unintended by the appraiser.

DATE OF REPORT

The date of the report is January 8, 2018.

EFFECTIVE DATE OF THE APPRAISAL

The effective date of value is January 2, 2018. This is when our on-site inspection was performed. If a date of value, other than that stated is required, the user of this report is encouraged to consult the appraisers for possible value changes.

MARKET VALUE DEFINITION

The definition of market value is defined by Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989, 12 CFR, Part 564, as follows:

"Market Value" means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) Buyer and seller are typically motivated;*
- (2) Both parties are well informed or well advised, and acting in what they consider their own best interests;*
- (3) A reasonable time is allowed for exposure in the open market;*
- (4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
- (5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."*

PROPERTY HISTORY

According to the Harris County Tax Rolls, the subject site is currently in the name of the City of Seabrook. The subject property is a portion of county parcel ID 0631450000036 which is a larger ± 7.0899 acre tract. The subject site is not listed for sale and there are no offers or contracts being considered at this time. No other transactions involving the subject property were noted over the past three years.

ESTIMATED MARKETING TIME

We anticipate a marketing time of approximately one year for the subject property considering an active marketing campaign. This estimate is based on the type of improvements and overall market conditions which are explained and discussed in the Neighborhood Analysis and Highest and Best Use sections of this report.

As seen in the Sales Comparison Approach section of this report, there have been few but some vacant land sales in the Seabrook area. The sales we utilized in our analysis were on the market anywhere from six months to three years. Therefore, we consider the previously stated marketing time of up to one year to be reasonable. This is based on an active marketing campaign by a professional brokerage house specializing in this type of property.

EXPOSURE TIME

The comments to Standards Rule 1-2(b) states that the appraisal should clearly indicate the period of time that a property is presumed to have been on the market relative to the value estimate reported. Exposure time is always presumed to have occurred prior to the effective date of appraisal.

As discussed in the Neighborhood Analysis section of this report, the subject property is located in the far southeast Houston/Seabrook area. This is an average but somewhat desirable location and land values have been stable in recent months. Therefore, the value reported should be indicative of a 6 to 12 month exposure to the market.

SCOPE OF WORK

Per the Uniform Standards of Professional Appraisal Practice, the Scope of Work Rule states:

“For each appraisal, appraisal review, and appraisal consulting assignment, an appraiser must:

- 1. identify the problem to be solved;*
- 2. determine and perform the scope of work necessary to develop credible assignment results; and*
- 3. disclose the scope of work in the report.”*

Below are the steps taken in performing the appraisal assignment including: inspection, methodologies used, data analyzed, data provided or not provided, and the level of discussion within this appraisal.

The subject property was inspected on January 2, 2018. The subject site contains ± 2.0514 acres ($\pm 89,358$ square feet) and is located along the west line of Lakeside Drive, north of Repsdorph Road, in Seabrook, Harris County, Texas.

This appraisal will utilize one of the three approaches to value in order to estimate the market value of the subject. Since the subject property is vacant land, only the sales comparison approach will be use in our analysis. Information regarding Harris County, the City of Houston, the City of Seabrook, the subject property, and its neighborhood has been collected and analyzed. This information was obtained from the Houston Chamber of Commerce, the City of Houston, the City of Seabrook, the Harris County Appraisal District, and several real estate brokers who specialize in commercial real estate in the far southeast/Seabrook area. The data was verified where applicable and is assumed to be correct. It should be mentioned that some calculations may vary due to computer rounding.

For the sales comparison approach, vacant land sales and listings were collected, analyzed, and utilized within this section of the report. This data was obtained from the Harris County Deed Records by utilizing the Costar database. Also brokers and agents in the area were contacted for other similar type properties that are currently on the market. These sales were adjusted for cash equivalency and differences with the subject utilizing various forms of appraisal techniques. This data was analyzed along with other property sales not necessarily utilized within the report.

SCOPE OF WORK

A review or reconciliation was then performed and an estimate of value was made.

The following individuals, offices, or data services were contacted for information utilized in this appraisal:

The City of Houston
The City of Seabrook
The Harris County Appraisal District
Various individuals as indicated on the following market comparables
Costar database for Harris County, 2014-2018

The appraisers have many years of experience in the appraisal of properties such as the subject.

PROPERTY RIGHTS APPRAISED

The property rights appraised within this report are the fee simple estate of the subject property. Fee Simple Estate is defined by **The Appraisal of Real Estate**, Twelfth Edition, by The Appraisal Institute, as follows:

"absolute ownership unencumbered by any other interest or estate."

A fee simple estate is subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

The property is appraised subject to any existing easements for public roads and highways, public utilities, railroad, and pipelines. No consideration is given to any liens, title defects, or other legal or financial encumbrances which may or may not exist. The mineral interests, if any, have not been appraised herein and have been considered only to the extent they may affect the value of the property.

Owners in fee simple may choose to improve or not to improve their property. They may also retain ownership or transfer property title by selling the property or giving it away. When a fee owner dies, the property passes to his or her heirs or to others named in the will. This creates an estate, a right or interest in property. Inherited property interests are frequently the subject of valuation and evaluation assignments.

PART II
DESCRIPTIONS, ANALYSES, & CONCLUSIONS

AREA ANALYSIS

The following area economic data is taken from Greater Houston Partnership publications for 2017/2018.

The Houston-Sugar Land-Baytown Metropolitan Statistical Area (Houston MSA) consists of 8 counties: Brazoria, Chambers, Fort Bend, Galveston, Harris, Liberty, Montgomery, and Waller.

The Houston metro area ranks sixth among U.S. metropolitan statistical areas with a population of 6,408,117 as of 2015. It covers more than 10,000 square miles and has a gross product of \$435.9 billion, according to The Perryman Group. The city recorded 2.55 million payroll jobs in 2015, more than the job counts of 29 U.S. states, including Arizona, Colorado and Alabama. The Houston MSA contains more people than Maryland, which ranks 19th among the states in population. Harris County contains more people than Oregon, which ranks 27th. The City of Houston, with 2,195,914 residents in 2015, is the nation's fourth most populous city. MSAs larger than Houston, in descending order of population, are New York, Los Angeles, Chicago, Dallas-Fort Worth and Philadelphia.

County Level and Region Population Growth History and Projections										
Yr.	Yr.	8*County CMSA	Brazoria	Chambers	Ft. Bend	Galveston	Harris	Liberty	Montgomery	Waller
Pop-ulation by Year	1970	2,181,316	108,312	12,187	52,314	169,812	1,741,913	33,014	49,479	14,285
	1980	3,118,480	169,587	18,538	130,962	195,738	2,409,547	47,088	127,222	19,798
	1990	3,731,131	191,707	20,088	225,421	217,399	2,818,199	52,726	182,201	23,390
	1995	4,021,841	206,421	21,416	264,235	224,620	3,002,304	57,713	219,190	25,941
	2000	4,669,589	241,767	26,031	354,452	250,158	3,400,578	70,154	293,786	32,663
	2005	5,109,124	273,338	29,122	451,391	272,316	3,604,232	75,104	367,857	35,764
	2010	5,891,999	313,166	35,096	585,375	291,309	4,092,459	75,643	455,746	43,205
	2015	6,408,117	352,076	40,316	678,295	317,407	4,356,592	80,863	534,040	48,529
	2020	7,294,045	432,345	49,194	846,708	370,590	4,757,939	98,591	671,784	66,895
	2025	8,118,189	526,974	58,403	1,011,921	428,414	5,049,667	123,373	809,505	109,933
	2030	8,888,991	623,618	67,885	1,172,062	481,794	5,283,362	153,876	949,722	156,672
	2035	9,567,234	719,714	78,790	1,325,213	530,524	5,436,464	188,683	1,084,922	202,925
	2040	10,145,645	803,767	90,384	1,455,351	567,560	5,547,285	225,719	1,212,168	243,412
Change	Period									
Annual Average Pop. Growth by Period	'00-'10	122,241	7,140	907	23,092	4,115	69,188	549	16,196	1,054
	'10-'20	140,205	11,918	1,410	26,133	7,928	66,548	2,295	21,604	2,369
	'20-'30	159,495	19,127	1,869	32,535	11,120	52,542	5,529	27,794	8,978
	'30-'40	125,665	18,015	2,250	28,329	8,577	26,392	7,184	26,245	8,674
	'10-40	141,788	16,353	1,843	28,999	9,208	48,494	5,003	25,214	6,674

Source: U.S. Bureau of the Census for historical to 2010, University of Houston, Institute for Regional Forecasting for projections to 2040.

AREA ANALYSIS

Most Populous Metropolitan Areas

Houston is the fifth most populous metro in the nation.

Population Estimates – U.S. Metros				
Rank	Metro Area	Residents July 1, 2015	Residents added 7/1/14 to 7/1/15	Percent Change
1	New York-Newark-Jersey City, NY-NJ-PA	20,182,305	87,186	0.4
2	Los Angeles-Long Beach-Anaheim, CA	13,340,068	85,671	0.6
3	Chicago-Naperville-Elgin, IL-IN-WI	9,551,031	(6,263)	(0.1)
4	Dallas-Fort Worth-Arlington, TX	7,102,796	144,704	2.1
5	Houston-The Woodlands-Sugar Land, TX	6,656,947	159,083	2.4
6	Washington-Arlington-Alexandria, DC-VA-MD-WV	6,097,684	63,793	1.1
7	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	6,069,875	16,155	0.3
8	Miami-Fort Lauderdale-West Palm Beach, FL	6,012,331	75,231	1.3
9	Atlanta-Sandy Springs-Roswell, GA	5,710,795	95,431	1.7
10	Boston-Cambridge-Newton, MA-NH	4,774,321	34,936	0.7
11	San Francisco-Oakland-Hayward, CA	4,656,132	60,152	1.3
12	Phoenix-Mesa-Scottsdale, AZ	4,574,531	87,988	2.0
13	Riverside-San Bernardino-Ontario, CA	4,489,159	50,444	1.1
14	Detroit-Warren-Dearborn, MI	4,302,043	563	0.0
15	Seattle-Tacoma-Bellevue, WA	3,733,580	60,714	1.7
16	Minneapolis-St. Paul-Bloomington, MN-WI	3,524,583	28,927	0.8
17	San Diego-Carlsbad, CA	3,299,521	33,821	1.0
18	Tampa-St. Petersburg-Clearwater, FL	2,975,225	57,412	2.0
19	Denver-Aurora-Lakewood, CO	2,814,330	58,474	2.1
20	St. Louis, MO-IL	2,811,588	5,397	0.2
Source: U.S. Census Bureau				

- Between July 1, 2014 and July 1, 2015 (the period for which the U.S. Census Bureau released its most recent population estimates), the Houston-The Woodlands-Sugar Land Metropolitan Statistical Area (MSA) added more residents than any other U.S. metro area.

AREA ANALYSIS

EMPLOYMENT

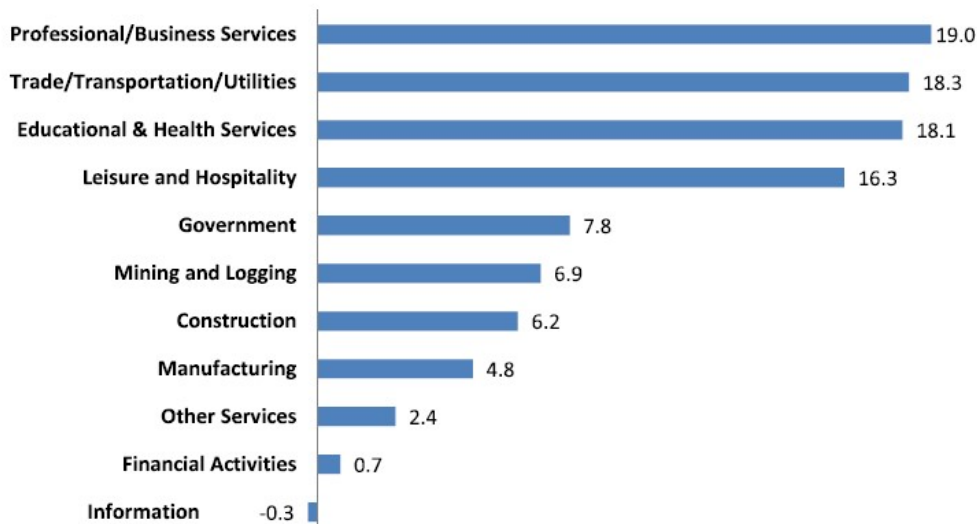
Approximately 73% of the market area civilian employed persons 16 years of age or older are in white collar occupations including management/business/financial or professional, compared to 55% for the city as a whole and 59% for the MSA.

HOUSTON METRO AREA EMPLOYMENT BY OCCUPATION		
Occupation	Estimate	Percent
All Occupations	2,640,640	100%
Management Occupations	138,010	5.2
Business and Financial Operations Occupations	121,390	4.6
Computer and Mathematical Occupations	69,940	2.6
Architecture and Engineering Occupations	86,380	3.3
Life, Physical, and Social Science Occupations	28,430	1.1
Community and Social Service Occupations	20,350	0.8
Legal Occupations	19,540	0.7
Education, Training, and Library Occupations	155,440	5.9
Arts, Design, Entertainment, Sports, and Media Occupations	24,730	0.9
Healthcare Practitioners and Technical Occupations	127,920	4.8
Healthcare Support Occupations	53,200	2.0
Protective Service Occupations	63,340	2.4
Food Preparation and Serving Related Occupations	217,480	8.2
Building and Grounds Cleaning and Maintenance Occupations	76,680	2.9
Personal Care and Service Occupations	78,370	3.0
Sales and Related Occupations	281,970	10.7
Office and Administrative Support Occupations	431,470	16.3
Farming, Fishing, and Forestry Occupations	1,360	0.1
Construction and Extraction Occupations	154,610	5.9
Installation, Maintenance, and Repair Occupations	114,890	4.4
Production Occupations	182,900	6.9
Transportation and Material Moving Occupations	192,230	7.3
Source: U.S. Bureau of Labor Statistics, Occupational Employment Statistics, May 2013		

AREA ANALYSIS

Professional and business services were responsible for a fifth of Houston's job growth in the past ten years.

**Percent Share of Metro Houston Job Growth
October '05 - October '15**



Source: Texas Workforce Commission

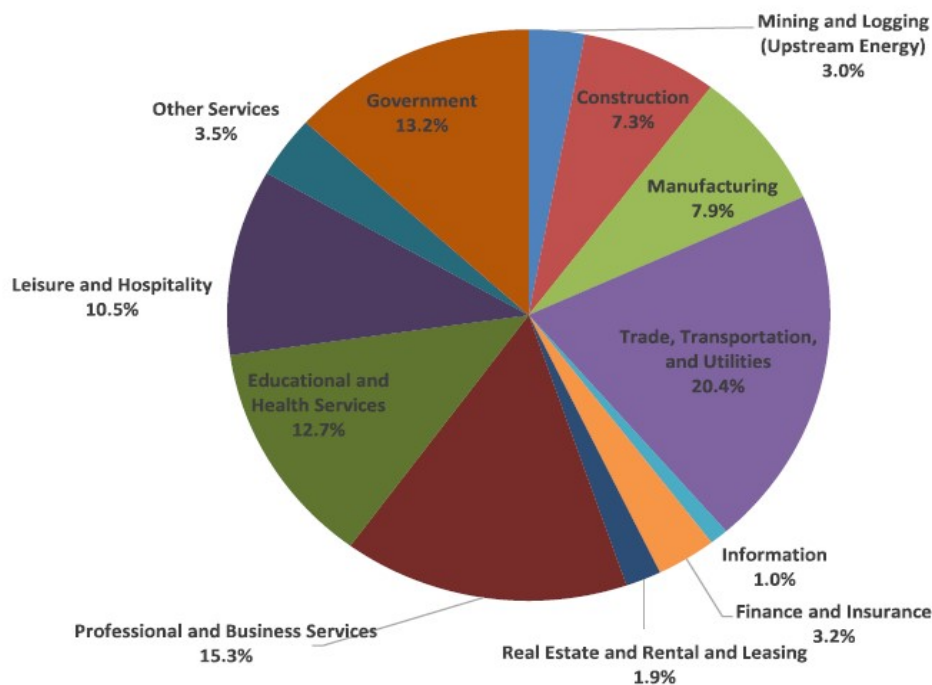
- Four sectors were responsible for over seventy percent of Houston's employment growth from October '05 to October '15.
 - The professional and business services sector added 114,200 jobs and was responsible for 19.0 percent of the total growth in jobs over this period. The professional and business services sector grows as demand increases for technical expertise, such as engineering and computer systems design, and businesses require support services, like office administration, facilities support, and employment services.
 - Trade, transportation and utilities gained 109,700 jobs and contributed to 18.3 percent of the gain in employment during this period. The sector benefits from the expanding local consumer market through growth in jobs, wages and population. In the past ten years, Houston added 600,600 jobs, increased average wages (net of inflation) by 12.6 percent, and grew by 1.3 million residents. Transportation also benefits from the \$250 billion in annual trade passing through the Houston-Galveston Customs District.
 - Educational and health services grew by 108,500 jobs and accounted for 18.1 percent of Houston's total employment growth in the past ten years. The sector depends on the region's population and employment growth, and health services is further spurred by the aging of the population.
 - Leisure and hospitality added 97,700 jobs from October '05 to October '15 and contributed to 16.3 percent of total job growth. Houston is home to more than 77,000 hotel rooms and a net of 300 new bars and restaurants open in Houston each year.

AREA ANALYSIS

Employment by Industry

Houston has more jobs than 36 U.S. states.

Industry Share of Houston MSA Employment



Source: Texas Workforce Commission, March 2016

- Nonfarm payroll employment in the Houston metro area totaled 2,987,800 in March '16, a 0.3 percent increase from the 2,980,100 in March '15.
- Service industries account for 2.4 million Houston-area jobs or eight out of ten workers in the region. The largest service industries are trade, transportation, and utilities (20.4 percent of jobs), professional and business services (15.3 percent), and educational and health services (12.7 percent).
- The goods-producing sector employs more than half a million Houstonians and accounts for nearly one in five of the region's jobs. Manufacturing is the largest goods-producing industry with 7.9 percent of total jobs, followed by construction (7.3 percent), and upstream energy (3.0 percent).
- Two-thirds of Houston's manufacturing jobs involve the production of durable goods, items with a useful life of three years or more. In Houston, this includes items such as oil field equipment, structural steel, and computers.

AREA ANALYSIS

Largest Houston Employers

Houstonians work for a diverse mix of companies in a wide variety of industries.

SELECTED HOUSTON EMPLOYERS WITH 1,000+ EMPLOYEES

Academy Corp.	Cypress-Fairbanks Independent School District	Klein Independent School District	Starbucks Coffee Company - Houston
Aldine Independent School District	Direct Energy	Kroger Company	Sysco Corporation
Alief Independent School District	Englobal Engineering, Inc.	Lamar Consolidated Independent School District	Technip USA Inc.
Amegy Bank	ExxonMobil	Landry's Restaurants, Inc.	Tenet Healthcare Corporation
Anadarko Petroleum Corp.	Fedex	LyondellBasell Industries	Texas A&M University
ARAMARK Corp.	Fiesta Mart, Inc.	Macy's	Texas Children's Hospital
Archdiocese of Galveston-Houston	Fluor Corporation	Marathon Oil Corporation	Texas Instruments Incorporated
AT&T	FMC Technologies	Memorial Hermann Healthcare System	The Boeing Company
BAE Systems	Fort Bend Independent School District	Metropolitan Transit Authority	The Dow Chemical Company
Baker Hughes Incorporated	Galena Park Independent School District	Michael E. DeBakey Veterans Affairs Medical Center	The Grocers Supply Company, Inc.
Bank of America	GE	NASA - Johnson Space Center	The Lone Star College System
Bayer MaterialScience	GenOn Energy	National Oilwell Varco	The University of Texas M. D. Anderson Cancer Center
Baylor College of Medicine	Goodman Global, Inc.	O'Reilly Auto Parts	The University of Texas Medical Branch At Galveston
Bechtel Corporation	Goose Creek Consolidated Independent School District	Occidental	United Airlines
BHP Billiton Petroleum	H.E.B.	Pappas Restaurants, Inc.	United Space Alliance
BP America, Inc.	Halliburton	Pasadena Independent School District	United States Postal Service
BP Texas City	Harris County	Pizza Hut	UniversalPegasus International
Brinker International, Inc.	Harris County Sheriff's Dept.	Randalls Food Markets, Inc.	University of Houston
Britchard Industries	HCA	Reliant, an NRG Company	UTHealth
Buckeye Partners LP	Home Depot	Rice University	VALIC
Cameron	Houston Community College System	S&B Engineers and Constructors, Ltd.	Verizon Wireless
CDI Engineering Solutions, Inc.	Houston Independent School District	Schlumberger Limited	Wal-Mart Stores, Inc.
CenterPoint Energy	Houston Methodist	Sears, Roebuck and Co.	Waste Management, Inc.
Chevron	HP	Shell Oil Company	Weatherford International
City of Houston	Humble Independent School District	Siemens	Wells Fargo
Clear Creek Independent School District	JPMorgan Chase	Spring Branch Independent School District	Williams Brothers Construction Company, Inc.
Comcast Cable Communications, Inc.	Katy Independent School District	Spring Independent School District	Wood Group
ConocoPhillips	KBR	St. Luke's Episcopal Health System	Woodforest National Bank
Conroe Independent School District	Kelsey-Seybold Clinic	Stage Stores, Inc.	Worley Parsons

Source: Partnership Database, 2013

AREA ANALYSIS

ECONOMY

The Houston MSA is the fifth most populous in the U.S. and a top destination.



- Founded in 1836, the City of Houston had a population of nearly 2.3 million as of July 1, 2015, making it the fourth most populous U.S. city. Only New York, Los Angeles and Chicago have more residents. Houston has been Texas' most populous city since 1930.
- The Houston-The Woodlands-Sugar Land Metropolitan Statistical Area (Houston MSA) consists of 9 counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Harris, Liberty, Montgomery and Waller. The metro area's 2015 population of 6.6 million ranks fifth among U.S. metropolitan statistical areas. The Houston MSA covers 9,444 square miles, an area larger than New Jersey.
- The Houston MSA's nominal gross area product in 2014 was \$525.4 billion, according to U.S. Bureau of Economic Analysis. If Houston were a country, its economy would be larger than that of Norway or Austria, according to the International Monetary Fund. Only 25 foreign nations' gross domestic products exceed Houston's.
- The Houston MSA recorded nearly three million nonfarm payroll jobs in April 2016, more than the job counts of 36 U.S. states, including Minnesota, Tennessee and Wisconsin.
- The Houston MSA is home to 26 *Fortune 500* headquarters, ranking third among metro areas. Many other *Fortune 500* companies maintain U.S. administrative headquarters in Houston.

AREA ANALYSIS

Energy Industry Overview

Houston is the U.S. energy headquarters and a world center for virtually every segment of the oil and gas industry including exploration, production, transmission, marketing, supply and technology.

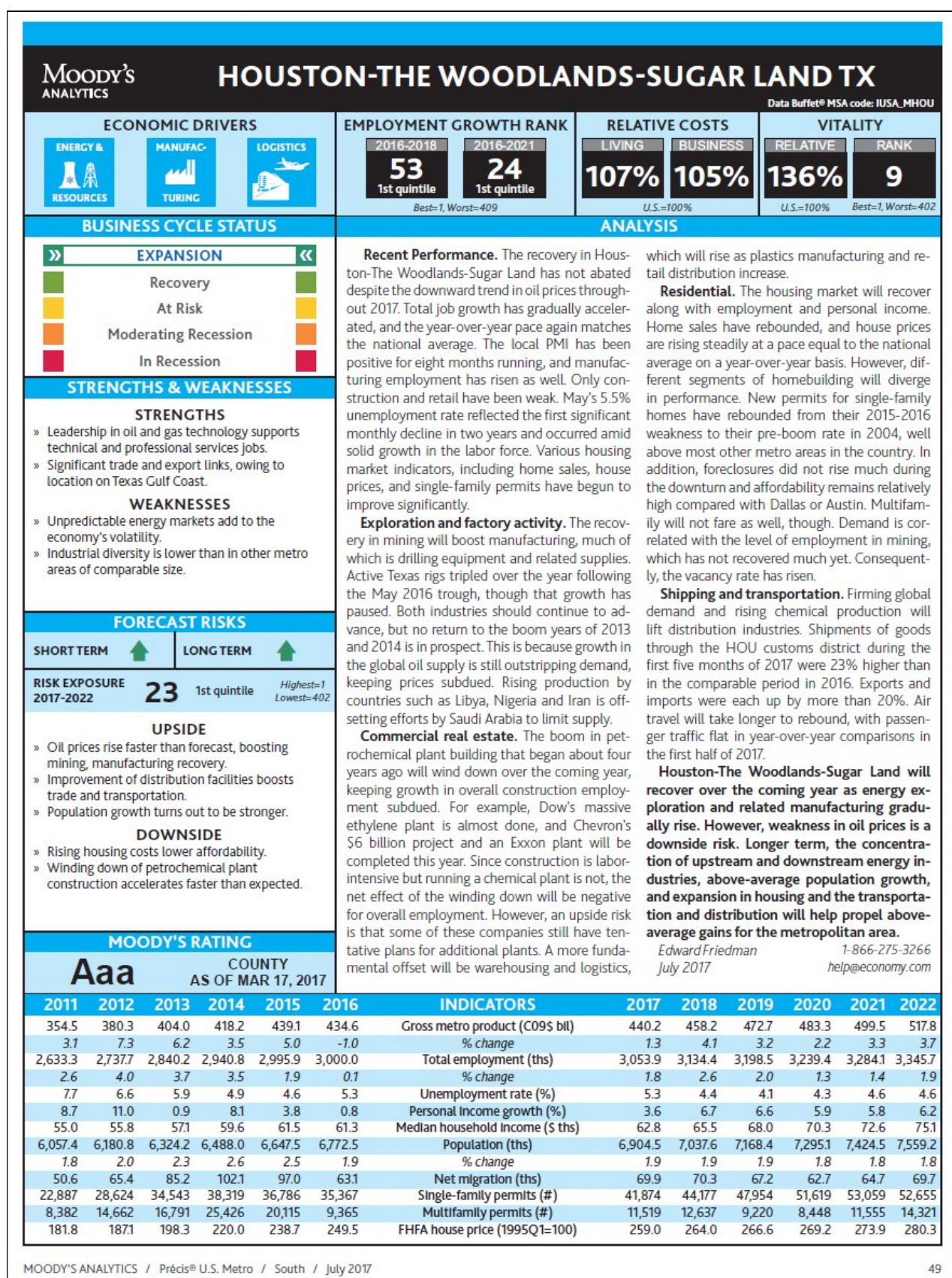
- Houston's high concentration of energy expertise and experience has meant a large number of relocations to the Houston region since Shell Oil left New York for Houston in 1971. Energy firms relocating to Houston in recent years include:
 - Honghua America, LLC relocates its operations from Chengdu, China (2015);
 - AKO Engineering relocates their U.S. headquarters from Phoenix, Arizona (2014);
 - Occidental Petroleum Corp. relocated their headquarters from Los Angeles, California (2013);
 - Nexen Petroleum U.S.A. moved its headquarters from Plano, Texas (2012);
 - Direct Energy moved their corporate headquarters from Toronto, Canada (2012);
 - Calpine's headquarters were relocated from San Jose, California (2009);
 - GE Oil & Gas, based in Florence, Italy, selected Houston as their headquarters for the Americas (2008);
 - BP America Inc. centralized its U.S. headquarters in Houston by moving personnel and positions from their Chicago office (2007);
 - Heartland Oil and Gas Corporation relocated its corporate headquarters from Denver (2007);
 - Schlumberger relocated their U.S. corporate headquarters from New York (2006);
 - CITGO Petroleum Corporation relocated its corporate headquarters from Tulsa (2004)
- Approximately 4,800 energy-related firms are located within the Houston Metropolitan Statistical Area, including more than 750 exploration and production firms, nearly 800 oilfield service companies, more than 80 pipeline transportation firms and hundreds of manufacturers and wholesalers of energy-sector products.
- Houston is home to 40 of the nation's 134 publicly traded oil and gas exploration and production firms, including 10 of the top 25; nine more among the top 25 have subsidiaries, major divisions or other significant operations in the Houston area.
- The nine refineries in the Houston region process more than 2.3 million barrels of crude oil per calendar day – approximately 50 percent of the state's total production and 13.2 percent of the total U.S. capacity.
- The logistics for moving much of the nation's petroleum and natural gas across the country are controlled from Houston. Fifteen of the nation's 20 largest US interstate oil pipeline companies have a presence in the Houston region that includes corporate or divisional headquarters or ownership interests. These 15 control 66,746 miles, or 44 percent of all U.S. oil pipeline capacity. Thirteen of the nation's top 20 natural gas transmission companies have corporate or divisional headquarters in Houston, controlling 103,108 miles of U.S. pipeline, which is 52 percent of the total U.S. natural gas pipeline capacity.
- In February 2016, according to the U.S. Bureau of Labor Statistics, the Houston MSA held:
 - 28.6 percent of the nation's jobs in oil and gas extraction (51,100 of 178,700); and
 - 12.8 percent of jobs in support activities for mining (39,100 of 306,600).
- Houston is the Permanent Secretariat of the World Energy Cities Partnership (WECP), a collaboration among 19 energy cities worldwide providing a platform for information exchange, networking and public relations.

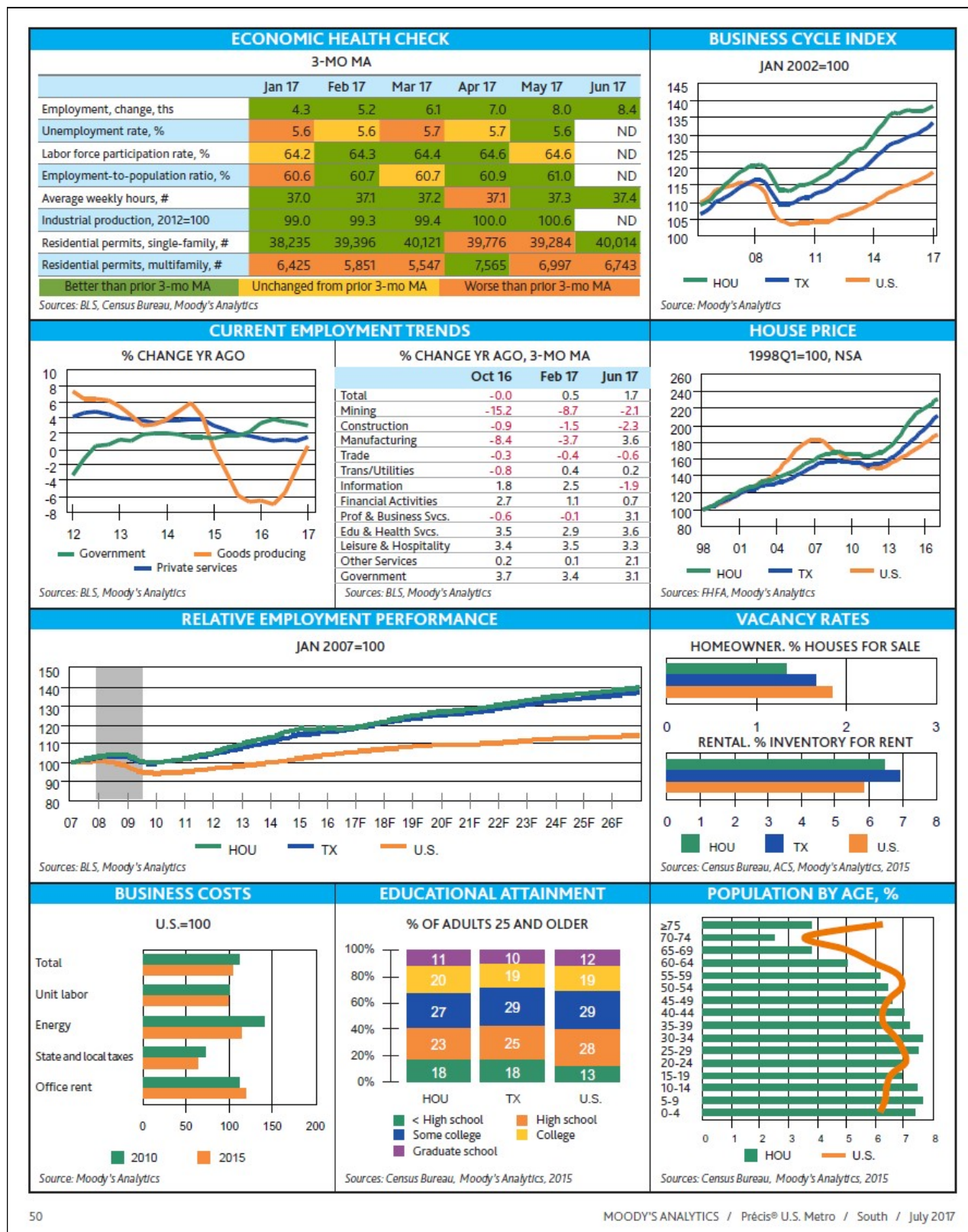
AREA ANALYSIS

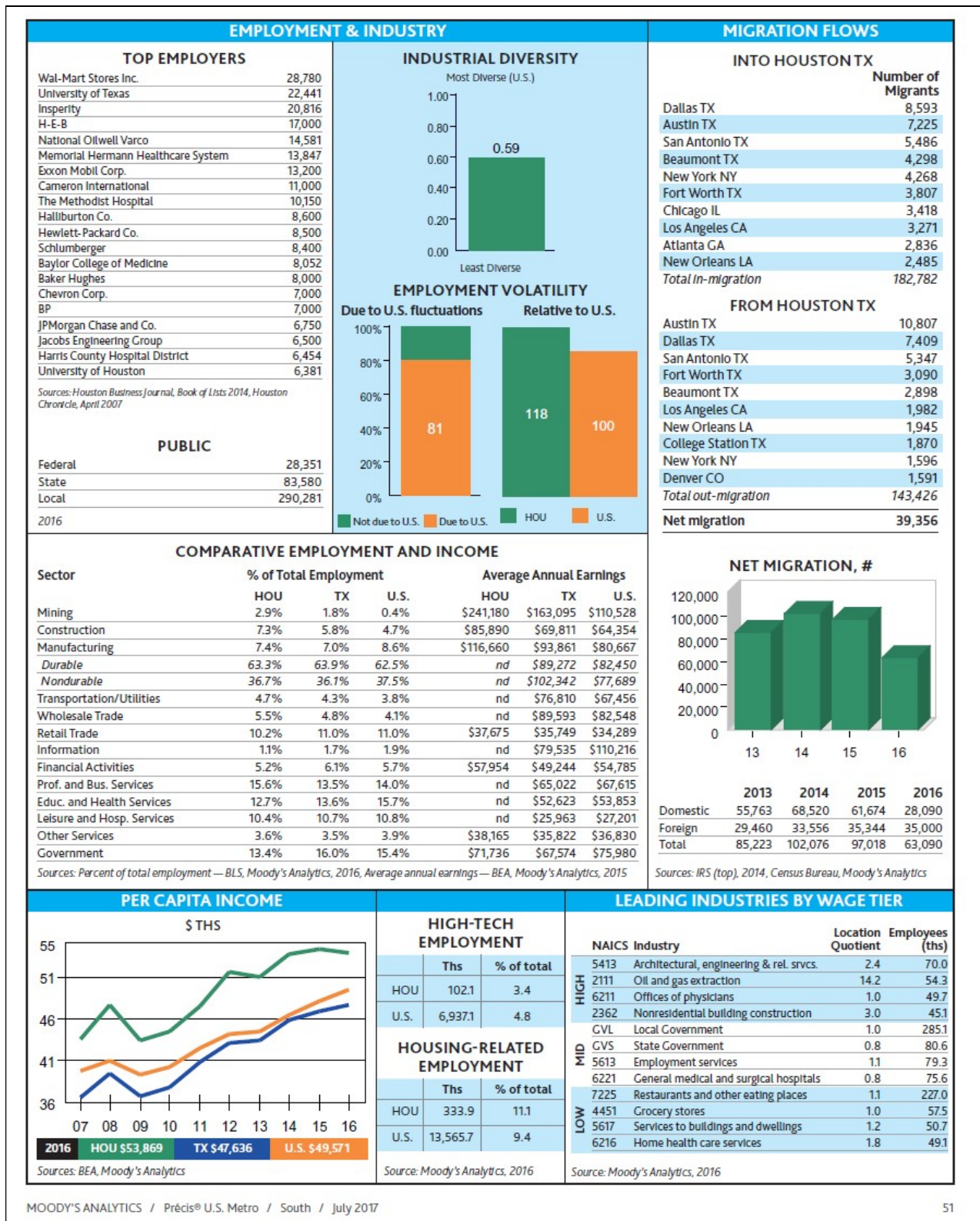
CONCLUSIONS

The recent economic slowdown is has impacted the Houston area, but not as much as other harder hit MSA's throughout the nation. Though Houston faces some challenges in 2017/2018, the long-term outlook is bright. Houston is expected to lead the state in population growth over the next several decades, adding 3.53 million residents and 1.325 million jobs and accounting for almost one-fourth of Texas job growth. The long-term outlook for the Houston metro area is positive, and a return to steady, healthy growth is expected in the near future.

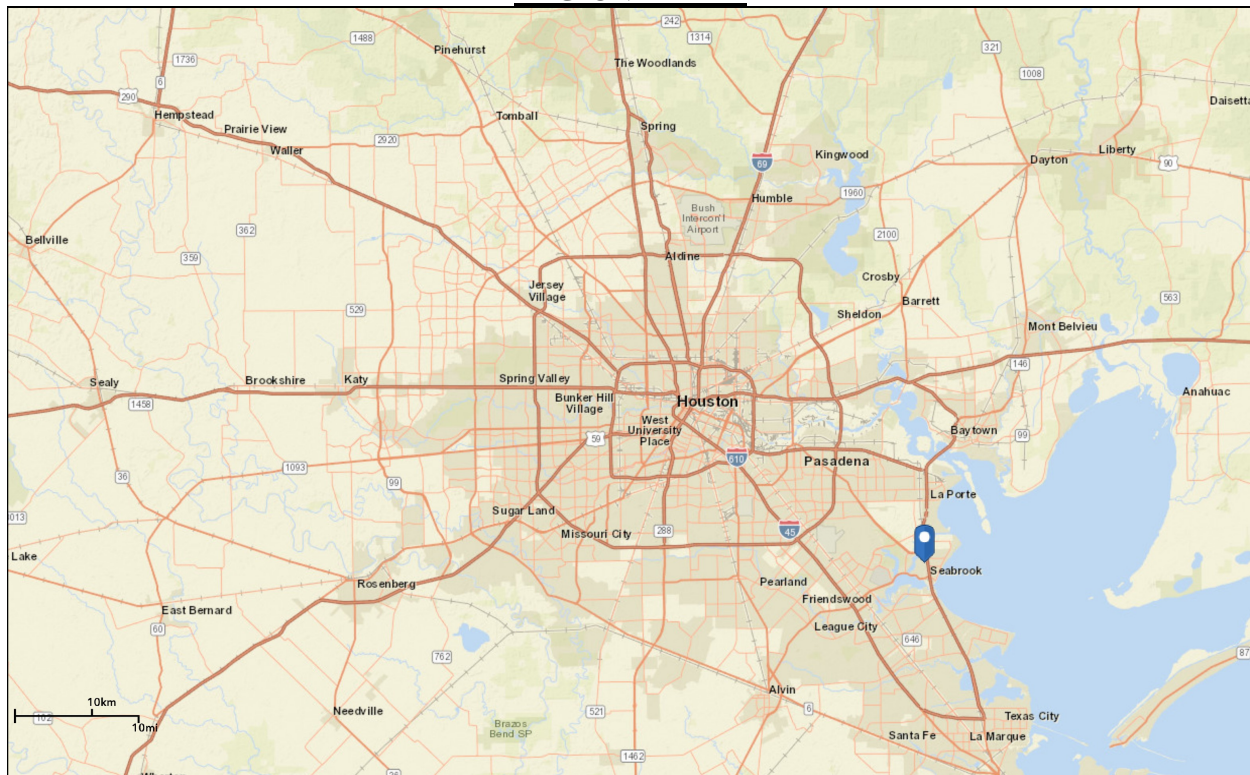
We have also included a comprehensive report of the Houston area located on the following pages.



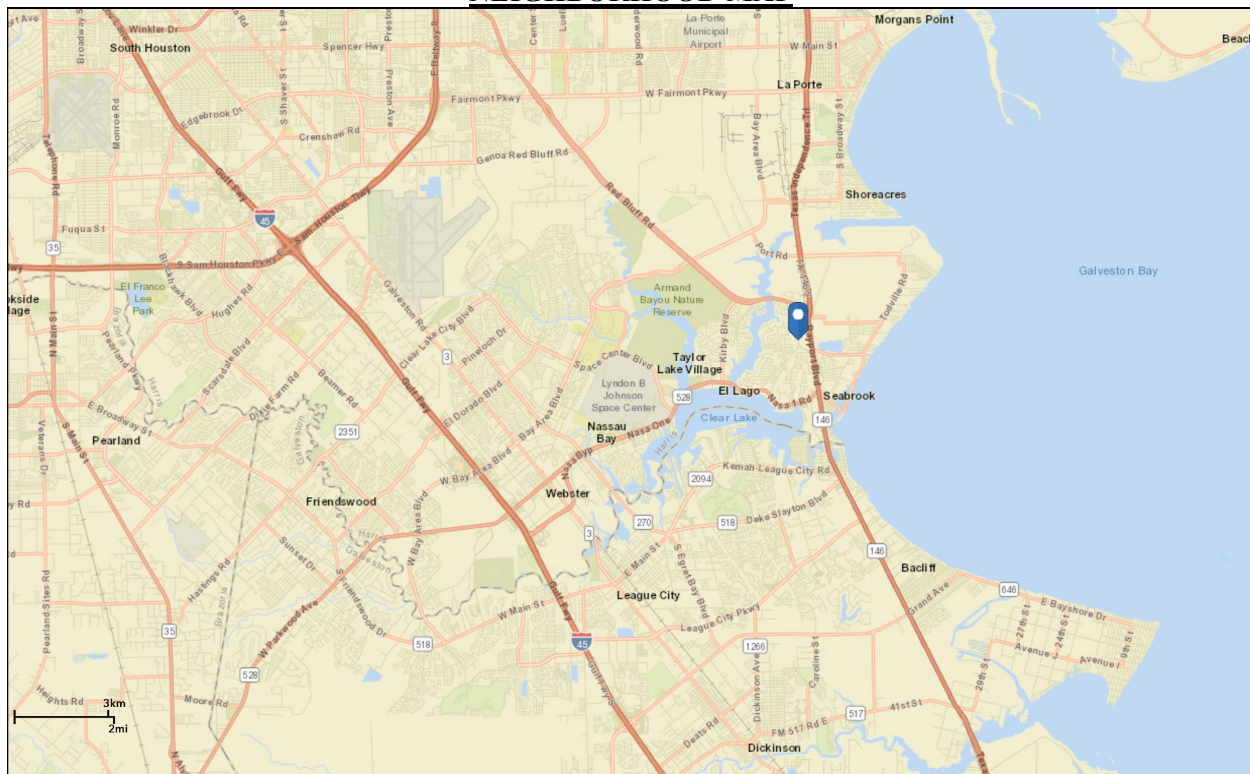




REGIONAL MAP



NEIGHBORHOOD MAP



NEIGHBORHOOD ANALYSIS

There are four factors which are commonly recognized as directly influencing the values of property. These factors are economic, governmental, environmental, and social. It is important to delineate the boundaries of these factors as they relate to a particular neighborhood. Some of these factors may include population demographics, various aspects of the local economy, governmental controls such as zoning, market perceptions of the area, development trends, and various factors such as transportation and accessibility.

The area where all these factors generally affect properties in a uniform manner is referred to as a neighborhood. A neighborhood is defined by the **Appraisal of Real Estate**, Twelfth Edition, by the Appraisal Institute, as follows:

"is a group of complimentary land uses."

A specific neighborhood is usually defined by beginning with the subject property and extending outward until the factors that influence the property's value can be identified by extending the search outward until these factors no longer affect the subject.

A neighborhood analysis is vital to an appraisal report as it sets the area for which comparable properties may be located and defines the current market condition within the defined area. An analysis of the subject neighborhood is presented below.

Environmental Considerations - Environmental considerations consist of any natural or man-made features that are contained in or affect the neighborhood and its geographical location. Important environmental considerations include building size, type, density, and maintenance; topographical features; open space; nuisances and hazards; the adequacy of public utilities; the existence and upkeep of vacant lots; and general maintenance.

The subject site contains ± 2.0514 acres ($\pm 89,358$ square feet) tract of vacant land and is located along the west line of Lakeside Drive, north of Repsdorph Road, in Seabrook, Harris County, Texas. Surrounding land uses are characterized by a wide range of property types, which include single-family and multi-family residential, retail, office, and service type properties.

NEIGHBORHOOD ANALYSIS

The subject site is located within The Lakeside Circle Area. The Lakeside Circle Area is a 30+ acre master-planned, mixed use retail development district located between SH 146 and Lakeside Drive. Properties within the Lakeside Circle Area currently fall within a Medium Commercial (C2) zoning district. The C2 district is designed to facilitate centers which accommodate trade and personal services. The Lakeside Circle Area when fully developed will become one of the city's largest-scale retail developments with a major attraction. This development could serve as an attractive relocation option for some of the businesses impacted by the expansion of SH 146. Upon completion, the Lakeside Circle Area with its variety of retail stores, restaurants, and a major grocery store, all situated in a visually appealing master planned environment, will enhance and broaden the economic vibrancy of the City.

Social Considerations - In order to provide a breakdown of the composition of the immediate area, we have used the Site To Do Business online. The information provided is based on census data. The following information is based on a three mile radius of the subject property.

The Site To Do Business indicates the following population for this area as broken down in this zip code area.

Zip Code	2017	2022 (est.)
77586	32,644	35,618

As seen, the total population of the neighborhood for 2017 is 32,644 persons. The population is expected to increase 9.11% by 2022.

Governmental Considerations - Government considerations relate to the laws, regulations, and taxes that impinge on neighborhood properties and the administration and enforcement of these constraints.

The subject neighborhood is located within Harris County which does not adhere to zoning ordinances to regulate land development. The immediate area is levied taxes by Harris County and related entities, the Clear Creek Independent School District, and the City of Seabrook. Tax rates are comparative to other areas of the county and city. Electricity and natural gas services are provided by Centerpoint Energy. Telephone service is provided by Southwestern Bell. Adequate police and fire protection is provided by the City of Seabrook and the Harris County Sheriff's and Constables Department.

NEIGHBORHOOD ANALYSIS

Economic Considerations - Economic considerations relate to the financial capacity of neighborhood occupants and their ability to rent or own property, maintain it in an attractive and desirable condition, and renovate or rehabilitate it when needed. The physical characteristics of the area and of individual properties may indicate the relative financial strength of area occupants and how this strength is reflected in neighborhood development and upkeep. The economic characteristics that are considered include: extent of occupant ownership, property rent levels, property value levels, vacancy rates for various types of property, amount of construction, effective age of the properties, and changes in property uses.

The following charts illustrate the household income distribution in the subject area:

Zip Code	< \$24,999	\$25,000-\$49,999	\$50,000-\$99,999	\$100,000-\$149,999	\$150,000+
77586	10.8%	16.7%	26.6%	20.7%	25.1%
Texas	26.2%	27.7%	29.5%	10.3%	6.3%
United States	24.7%	27.1%	30.8%	10.9%	6.5%

This analysis indicates that the overall income levels in the subject neighborhood are superior to that of the state and national levels.

The following charts illustrate the median household income in the subject area:

Zip Code	2017	2022 (est.)
77586	\$89,446	\$100,499
Texas	\$45,778	\$54,246
United States	\$48,124	\$56,710

The average median income for the subject neighborhood is \$89,446 annually. It is expected to increase to \$100,499 by 2022. Overall, the buying power of the neighborhood is superior to the state and national averages.

NEIGHBORHOOD ANALYSIS

Conclusion - The subject neighborhood is a developing area of Seabrook. The development and success of the neighborhood is attributable to its good location. There is some vacant land in the neighborhood which could lead to some growth in the immediate future. Overall, the subject neighborhood should remain relatively stable into the foreseeable future.

We have also included a comprehensive trend report of a 1, 3, and 5 mile radius search located on the following pages.



Demographic and Income Profile

Lakeside Dr, Seabrook, Texas, 77586
Ring: 1 mile radius

Prepared by Esri
Latitude: 29.57913
Longitude: -95.03280

Summary	Census 2010	2017	2022				
Population	8,957	10,338	11,377				
Households	3,360	3,834	4,201				
Families	2,269	2,580	2,818				
Average Household Size	2.67	2.70	2.71				
Owner Occupied Housing Units	2,251	2,474	2,696				
Renter Occupied Housing Units	1,109	1,360	1,505				
Median Age	38.3	39.4	40.6				
Trends: 2017 - 2022 Annual Rate	Area	State	National				
Population	1.93%	1.67%	0.83%				
Households	1.85%	1.63%	0.79%				
Families	1.78%	1.58%	0.71%				
Owner HHs	1.73%	1.58%	0.72%				
Median Household Income	1.19%	2.23%	2.12%				
		2017	2022				
Households by Income		Number	Percent	Number	Percent		
<\$15,000		190	5.0%	205	4.9%		
\$15,000 - \$24,999		198	5.2%	196	4.7%		
\$25,000 - \$34,999		218	5.7%	201	4.8%		
\$35,000 - \$49,999		396	10.3%	373	8.9%		
\$50,000 - \$74,999		560	14.6%	560	13.3%		
\$75,000 - \$99,999		366	9.5%	401	9.5%		
\$100,000 - \$149,999		880	23.0%	1,028	24.5%		
\$150,000 - \$199,999		447	11.7%	532	12.7%		
\$200,000+		580	15.1%	703	16.7%		
Median Household Income		\$99,104		\$105,149			
Average Household Income		\$122,424		\$136,005			
Per Capita Income		\$47,651		\$52,757			
		Census 2010	2017	2022			
Population by Age		Number	Percent	Number	Percent	Number	Percent
0 - 4		497	5.5%	542	5.2%	600	5.3%
5 - 9		625	7.0%	593	5.7%	614	5.4%
10 - 14		729	8.1%	708	6.8%	702	6.2%
15 - 19		664	7.4%	674	6.5%	674	5.9%
20 - 24		482	5.4%	591	5.7%	548	4.8%
25 - 34		1,051	11.7%	1,426	13.8%	1,532	13.5%
35 - 44		1,389	15.5%	1,412	13.7%	1,715	15.1%
45 - 54		1,677	18.7%	1,617	15.6%	1,594	14.0%
55 - 64		1,102	12.3%	1,570	15.2%	1,678	14.7%
65 - 74		472	5.3%	823	8.0%	1,158	10.2%
75 - 84		213	2.4%	287	2.8%	442	3.9%
85+		58	0.6%	96	0.9%	121	1.1%
		Census 2010	2017	2022			
Race and Ethnicity		Number	Percent	Number	Percent	Number	Percent
White Alone		7,725	86.2%	8,603	83.2%	9,204	80.9%
Black Alone		321	3.6%	415	4.0%	495	4.4%
American Indian Alone		38	0.4%	46	0.4%	57	0.5%
Asian Alone		394	4.4%	586	5.7%	758	6.7%
Pacific Islander Alone		8	0.1%	13	0.1%	14	0.1%
Some Other Race Alone		257	2.9%	354	3.4%	437	3.8%
Two or More Races		214	2.4%	322	3.1%	414	3.6%
Hispanic Origin (Any Race)		1,076	12.0%	1,480	14.3%	1,869	16.4%

Data Note: Income is expressed in current dollars.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2017 and 2022.

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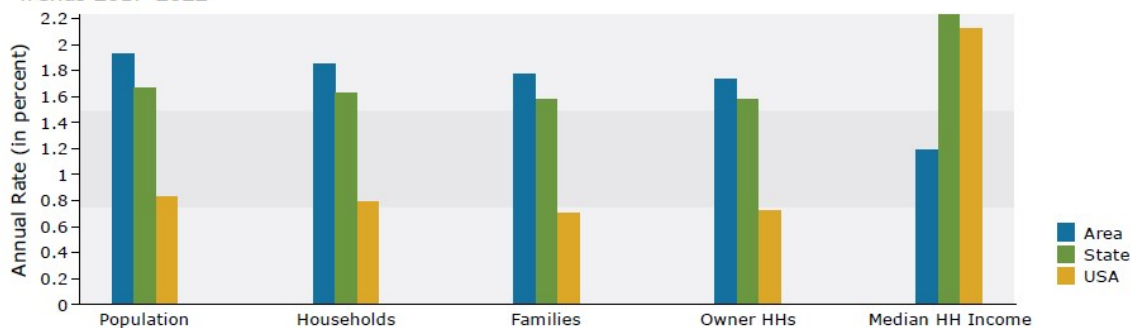


Demographic and Income Profile

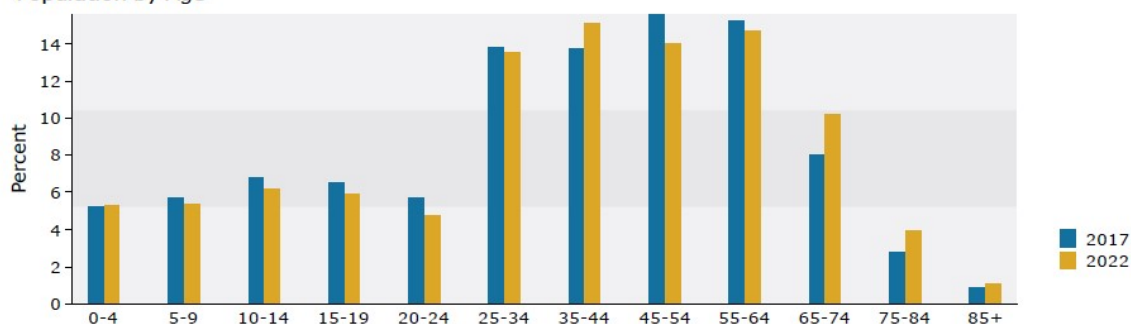
Lakeside Dr, Seabrook, Texas, 77586
Ring: 1 mile radius

Prepared by Esri
Latitude: 29.57913
Longitude: -95.03280

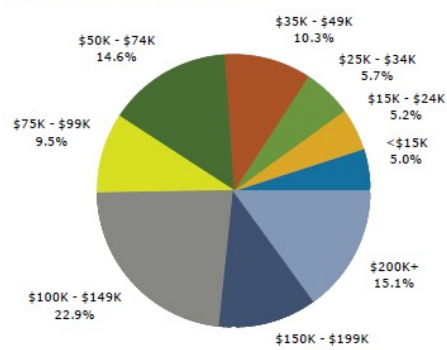
Trends 2017-2022



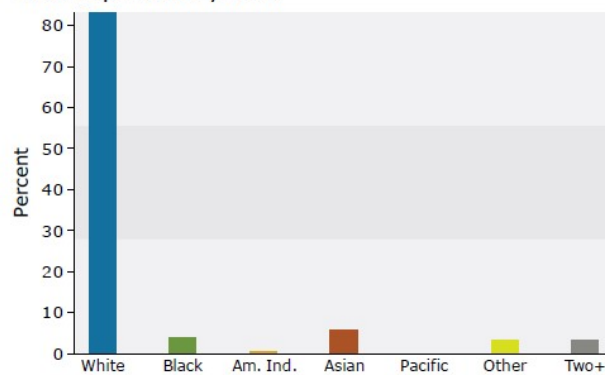
Population by Age



2017 Household Income



2017 Population by Race



2017 Percent Hispanic Origin: 14.3%

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2017 and 2022.

January 08, 2018



Demographic and Income Profile

Lakeside Dr, Seabrook, Texas, 77586
Ring: 3 mile radius

Prepared by Esri
Latitude: 29.57913
Longitude: -95.03280

Summary	Census 2010		2017	2022		
Population	28,591		32,644	35,618		
Households	11,764		13,375	14,560		
Families	7,586		8,552	9,265		
Average Household Size	2.40		2.41	2.42		
Owner Occupied Housing Units	7,750		8,389	9,063		
Renter Occupied Housing Units	4,014		4,985	5,497		
Median Age	41.2		42.7	43.4		
Trends: 2017 - 2022 Annual Rate	Area		State	National		
Population	1.76%		1.67%	0.83%		
Households	1.71%		1.63%	0.79%		
Families	1.61%		1.58%	0.71%		
Owner HHs	1.56%		1.58%	0.72%		
Median Household Income	2.36%		2.23%	2.12%		
			2017	2022		
Households by Income			Number	Percent	Number	Percent
<\$15,000			633	4.7%	662	4.5%
\$15,000 - \$24,999			822	6.1%	797	5.5%
\$25,000 - \$34,999			719	5.4%	662	4.5%
\$35,000 - \$49,999			1,512	11.3%	1,411	9.7%
\$50,000 - \$74,999			2,018	15.1%	1,999	13.7%
\$75,000 - \$99,999			1,540	11.5%	1,696	11.6%
\$100,000 - \$149,999			2,773	20.7%	3,271	22.5%
\$150,000 - \$199,999			1,406	10.5%	1,704	11.7%
\$200,000+			1,952	14.6%	2,358	16.2%
Median Household Income			\$89,446		\$100,499	
Average Household Income			\$118,752		\$132,683	
Per Capita Income			\$49,091		\$54,608	
	Census 2010		2017		2022	
Population by Age	Number	Percent	Number	Percent	Number	Percent
0 - 4	1,425	5.0%	1,511	4.6%	1,662	4.7%
5 - 9	1,705	6.0%	1,676	5.1%	1,739	4.9%
10 - 14	2,000	7.0%	1,986	6.1%	2,016	5.7%
15 - 19	2,028	7.1%	2,053	6.3%	2,079	5.8%
20 - 24	1,594	5.6%	1,750	5.4%	1,645	4.6%
25 - 34	3,097	10.8%	4,219	12.9%	4,524	12.7%
35 - 44	4,110	14.4%	4,090	12.5%	4,878	13.7%
45 - 54	5,331	18.6%	4,970	15.2%	4,749	13.3%
55 - 64	4,026	14.1%	5,323	16.3%	5,465	15.3%
65 - 74	1,950	6.8%	3,299	10.1%	4,429	12.4%
75 - 84	952	3.3%	1,259	3.9%	1,843	5.2%
85+	373	1.3%	507	1.6%	588	1.7%
	Census 2010		2017		2022	
Race and Ethnicity	Number	Percent	Number	Percent	Number	Percent
White Alone	24,734	86.5%	27,387	83.9%	29,177	81.9%
Black Alone	999	3.5%	1,251	3.8%	1,449	4.1%
American Indian Alone	121	0.4%	148	0.5%	173	0.5%
Asian Alone	1,232	4.3%	1,740	5.3%	2,195	6.2%
Pacific Islander Alone	25	0.1%	36	0.1%	40	0.1%
Some Other Race Alone	818	2.9%	1,105	3.4%	1,343	3.8%
Two or More Races	662	2.3%	977	3.0%	1,241	3.5%
Hispanic Origin (Any Race)	3,453	12.1%	4,671	14.3%	5,796	16.3%

Data Note: Income is expressed in current dollars.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2017 and 2022.

January 08, 2018

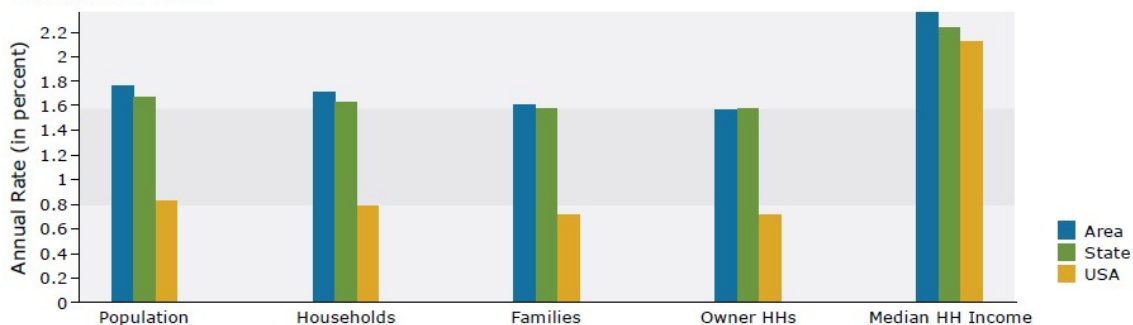

esri®

Demographic and Income Profile

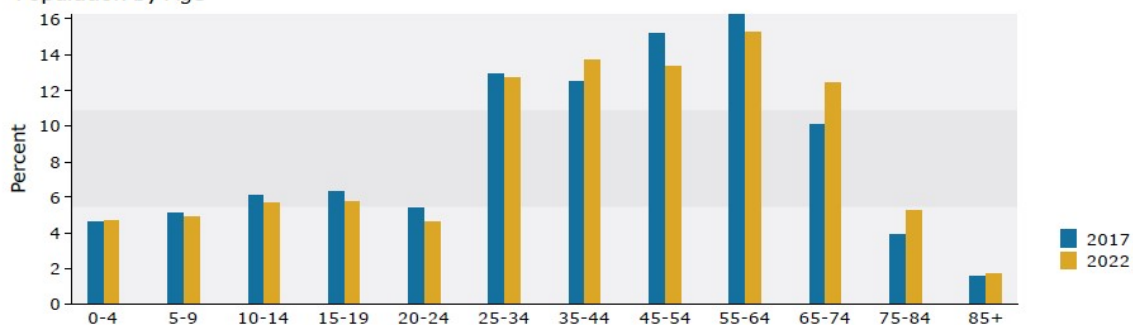
Lakeside Dr, Seabrook, Texas, 77586
Ring: 3 mile radius

Prepared by Esri
Latitude: 29.57913
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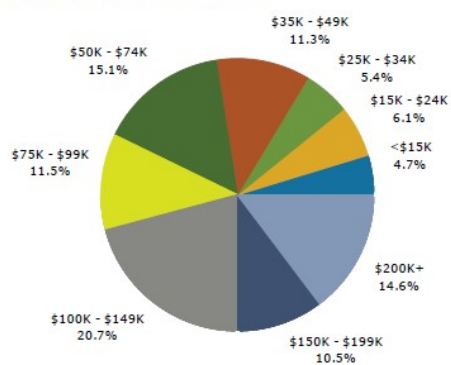
Trends 2017-2022



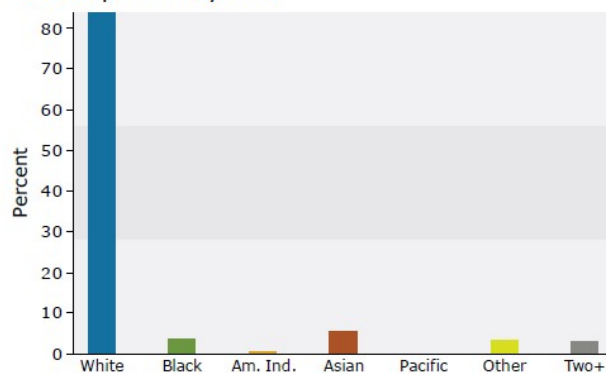
Population by Age



2017 Household Income



2017 Population by Race



2017 Percent Hispanic Origin: 14.3%

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2017 and 2022.

January 08, 2018



Demographic and Income Profile

Lakeside Dr, Seabrook, Texas, 77586
Ring: 5 mile radius

Prepared by Esri
Latitude: 29.57913
Longitude: -95.03280

Summary	Census 2010		2017		2022		
Population	77,811		89,304		97,544		
Households	32,149		36,368		39,516		
Families	20,910		23,584		25,579		
Average Household Size	2.41		2.44		2.46		
Owner Occupied Housing Units	21,049		22,954		24,853		
Renter Occupied Housing Units	11,100		13,414		14,663		
Median Age	39.5		40.6		41.3		
Trends: 2017 - 2022 Annual Rate	Area		State		National		
Population	1.78%		1.67%		0.83%		
Households	1.67%		1.63%		0.79%		
Families	1.64%		1.58%		0.71%		
Owner HHs	1.60%		1.58%		0.72%		
Median Household Income	2.13%		2.23%		2.12%		
Households by Income			2017		2022		
			Number	Percent	Number	Percent	
	<\$15,000		1,745	4.8%	1,795	4.5%	
	\$15,000 - \$24,999		2,292	6.3%	2,204	5.6%	
	\$25,000 - \$34,999		2,279	6.3%	2,085	5.3%	
	\$35,000 - \$49,999		3,869	10.6%	3,600	9.1%	
	\$50,000 - \$74,999		5,592	15.4%	5,533	14.0%	
	\$75,000 - \$99,999		4,886	13.4%	5,390	13.6%	
	\$100,000 - \$149,999		7,295	20.1%	8,734	22.1%	
	\$150,000 - \$199,999		3,945	10.8%	4,779	12.1%	
\$200,000+		4,466	12.3%	5,397	13.7%		
Median Household Income			\$85,588		\$95,090		
Average Household Income			\$113,135		\$126,410		
Per Capita Income			\$46,321		\$51,461		
Population by Age	Census 2010		2017		2022		
			Number	Percent	Number	Percent	
	0 - 4	4,452	5.7%	4,767	5.3%	5,219	5.4%
	5 - 9	4,753	6.1%	5,040	5.6%	5,261	5.4%
	10 - 14	5,460	7.0%	5,528	6.2%	5,797	5.9%
	15 - 19	5,226	6.7%	5,419	6.1%	5,566	5.7%
	20 - 24	4,535	5.8%	5,291	5.9%	5,092	5.2%
	25 - 34	9,709	12.5%	12,127	13.6%	13,242	13.6%
	35 - 44	11,048	14.2%	11,453	12.8%	13,333	13.7%
	45 - 54	13,888	17.8%	13,195	14.8%	12,662	13.0%
	55 - 64	10,223	13.1%	13,546	15.2%	14,185	14.5%
	65 - 74	5,339	6.9%	8,491	9.5%	11,057	11.3%
	75 - 84	2,416	3.1%	3,335	3.7%	4,742	4.9%
	85+	762	1.0%	1,112	1.2%	1,389	1.4%
	Race and Ethnicity	Census 2010		2017		2022	
				Number	Percent	Number	Percent
		White Alone	64,939	83.5%	72,195	80.8%	77,037
Black Alone		3,617	4.6%	4,464	5.0%	5,017	5.1%
American Indian Alone		369	0.5%	436	0.5%	497	0.5%
Asian Alone		4,365	5.6%	5,887	6.6%	7,267	7.5%
Pacific Islander Alone		56	0.1%	77	0.1%	89	0.1%
Some Other Race Alone		2,521	3.2%	3,427	3.8%	4,107	4.2%
Two or More Races		1,944	2.5%	2,818	3.2%	3,529	3.6%
Hispanic Origin (Any Race)		10,635	13.7%	14,362	16.1%	17,568	18.0%

Data Note: Income is expressed in current dollars.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2017 and 2022.

January 08, 2018

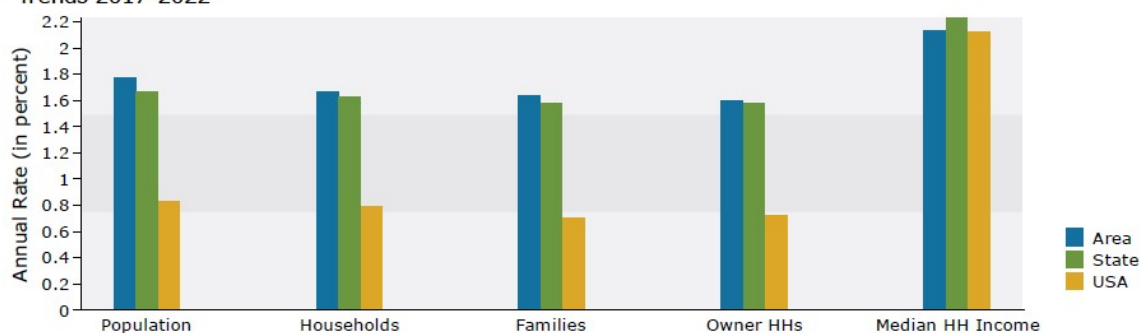

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Demographic and Income Profile

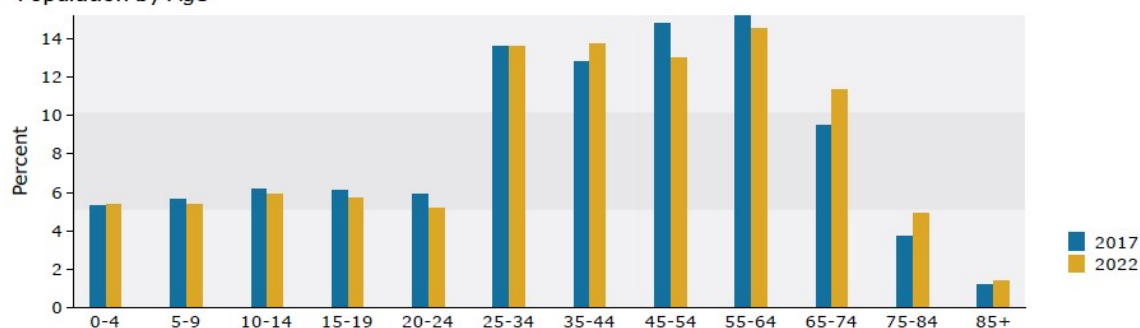
Lakeside Dr, Seabrook, Texas, 77586
Ring: 5 mile radius

Prepared by Esri
Latitude: 29.57913
Longitude: -95.03280

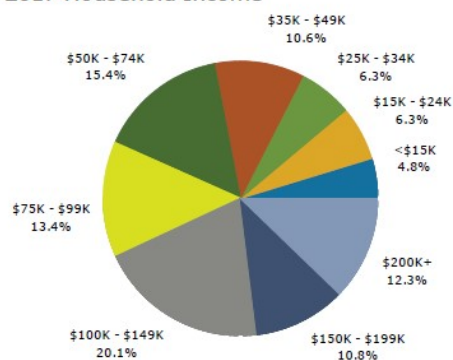
Trends 2017-2022



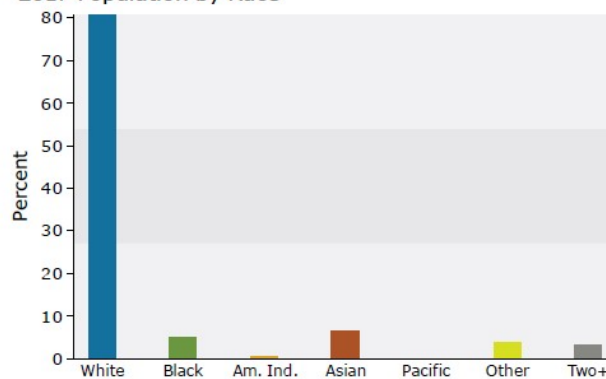
Population by Age



2017 Household Income



2017 Population by Race



2017 Percent Hispanic Origin: 16.1%

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2017 and 2022.

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SITE ANALYSIS

The following is a discussion of the site characteristics according to information provided by the client and based upon a physical inspection of the property.

Location - The subject site is located along the west line of Lakeside Drive, north of Repsdorph Road, in Seabrook, Harris County, Texas.

Legal Description - The subject property is legally described as follows:

A ± 2.0514 acre ($\pm 89,358$ square feet) tract of land being out of the Ritson Morris Survey, Abstract No. 52, as recorded in the Harris County Map Records.

Shape and Size - The property being appraised is a ± 2.0514 acres ($\pm 89,358$ square feet) tract of vacant land. The subject site is basically rectangular in shape and has street frontage along the west line of Lakeside Drive. The size and shape of the subject site are adequate for development.

Topography and Soil - The subject site is level and at grade with surrounding properties and Lakeside Drive. The bearing qualities of the soil are assumed typical. We are not qualified to make hazardous chemical/waste inspections, are not experts in the detection of such agents, and suggest that an expert in this field be contacted for an environmental audit if such is needed. **We assume that no environmental problems exist, as no environmental report was provided to us and we do not claim to be a professional in the field of environmental assessments. Should further environmental problems arise, we ascertain the right to evaluate to what degree it would affect the market value estimate herein.**

Accessibility - The subject is located along the west line of Lakeside Drive, north of Repsdorph Road. Overall, access is considered to be good with average visibility and traffic flow. The location is considered to be average overall.

Flood Hazard – The subject property is located within Zone AE, within the 100-year floodplain, as established by the Flood Insurance Rate Map Panel #48201C1085M, dated January 6, 2017, for the Harris County area. A photocopy of the flood plain map follows at the end of this section. No significant flooding issues were noted by the appraisers during the visit to the subject site.

SITE ANALYSIS

Utilities and Services - All utilities are available to the site including water, sewer, gas, and electricity. Water and sewer service is provided by the City of Seabrook. These utilities appear to adequately serve the subject. Adequate police and fire protection is provided by the City of Seabrook and the Harris County Sheriff's Department.

Zoning - The subject property is located within The City of Seabrook, Harris County, which does utilize zoning ordinances to regulate land development. The subject is zoned "C2 or Medium Commercial," which allows for a variety of commercial uses. There are no other known deed restrictions, or other known restrictions as to use or value.

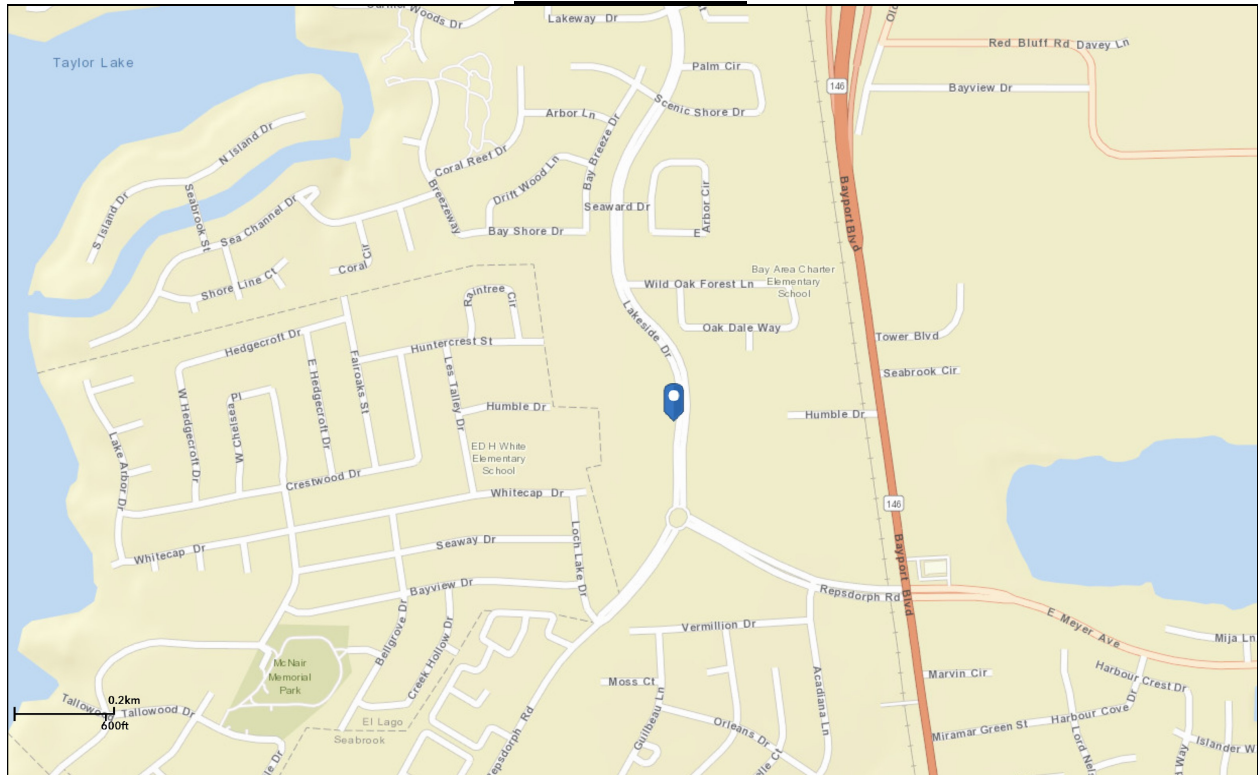
Easements/Encroachments/Restrictions - A review of the tax maps/survey and other recorded information did indicate a 20' sewer line easement that extends across the subject site in a north/south direction. The location of the easement could impact where some structures could be built on the subject site. There is also a water tower located on the site adjacent to the south of the subject property. Any other easements are typical utility easements that encumber the subject site; however, these easements and set-back lines provide the required utility infrastructure for development of the site and are not considered to adversely affect the subject tract. No known deed restrictions were found.

Off-Site (Street) Improvements - Off-site street improvements consist of Lakeside Drive which is considered to be in good condition.

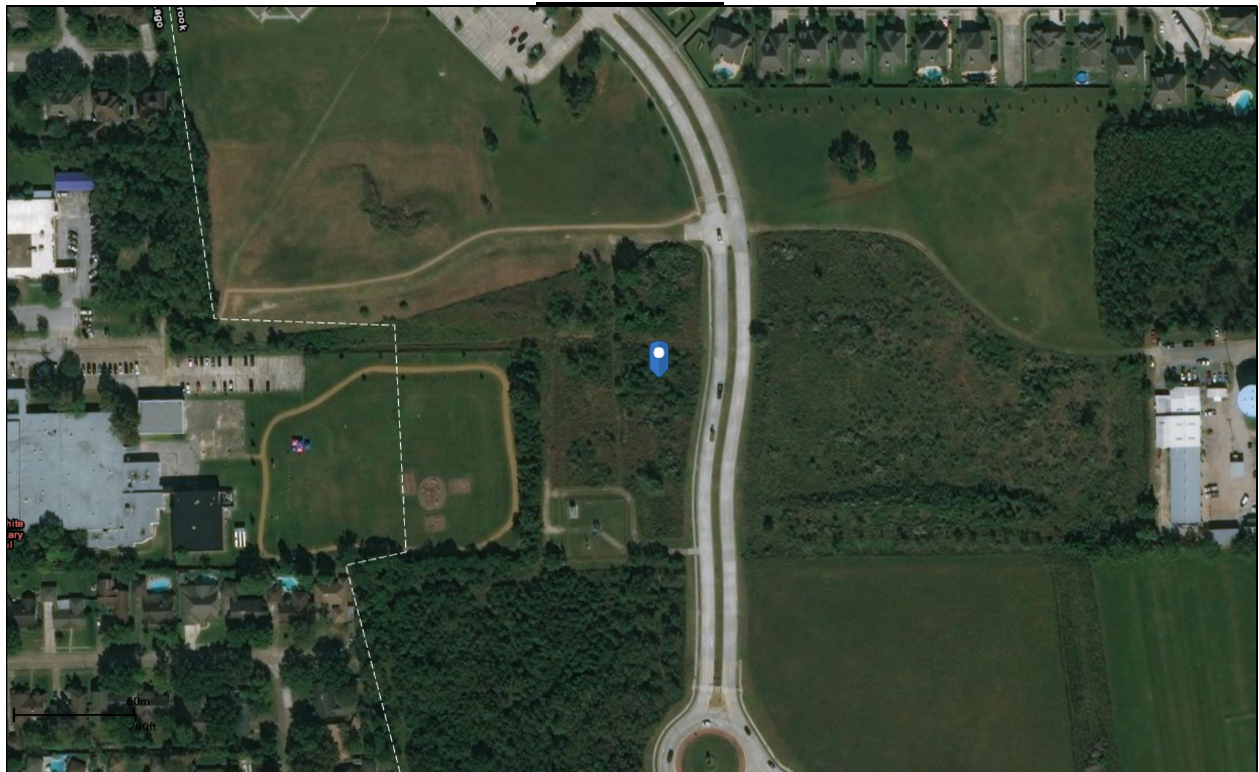
Surrounding Development - As discussed in the Neighborhood Analysis section of this report, much of this area is residential in nature. However, located along the major traffic arteries is commercial type uses geared toward the large residential base in the area. The immediate area contains retail, restaurant, office, service, and single/multi-family residential type uses. Overall, the majority of the surrounding development is residential in nature.

Conclusions - Overall, the subject site is well located, has good access, is surrounded by supporting development, and is considered to be functionally adequate for a commercial/office/retail oriented use.

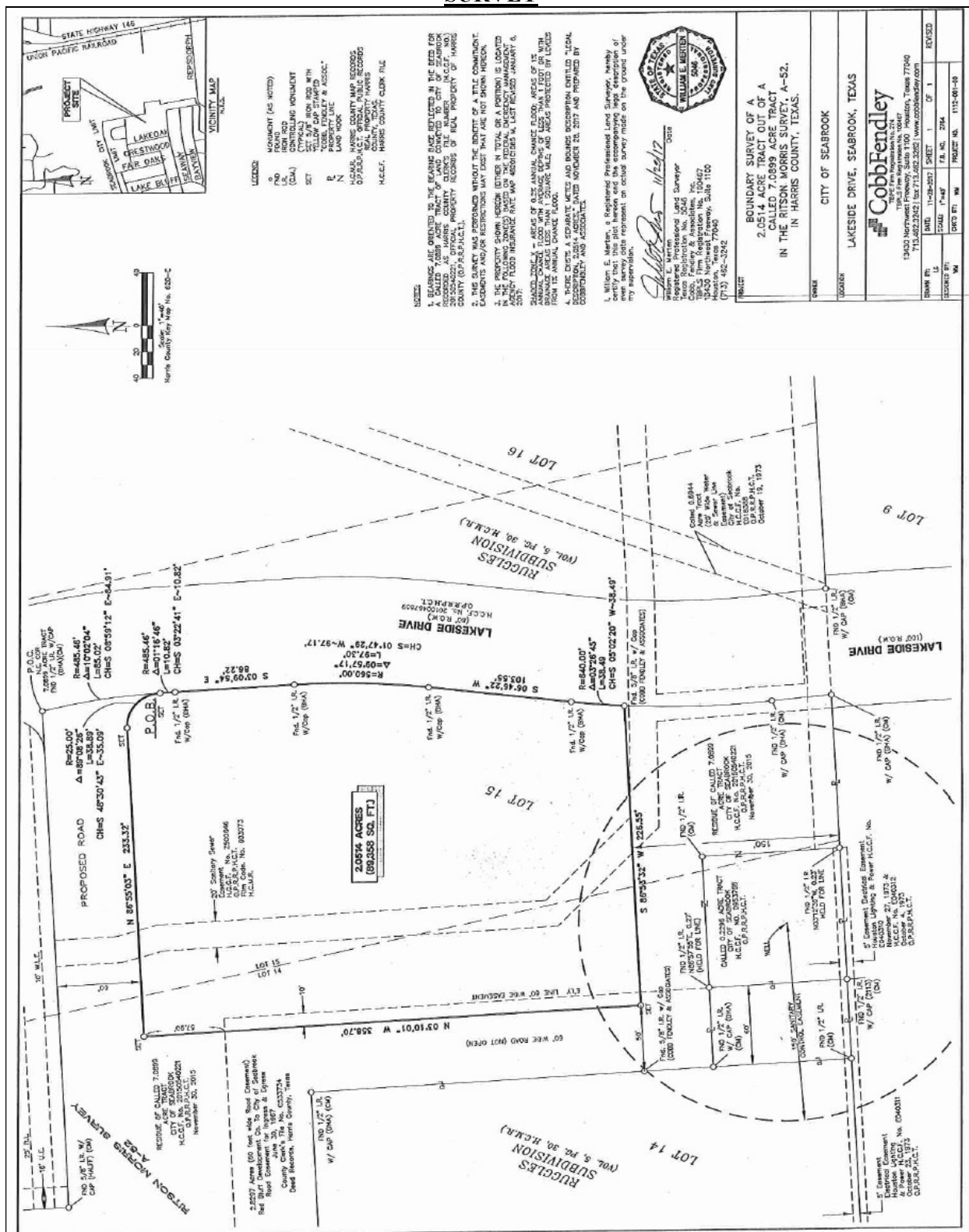
LOCATION MAP



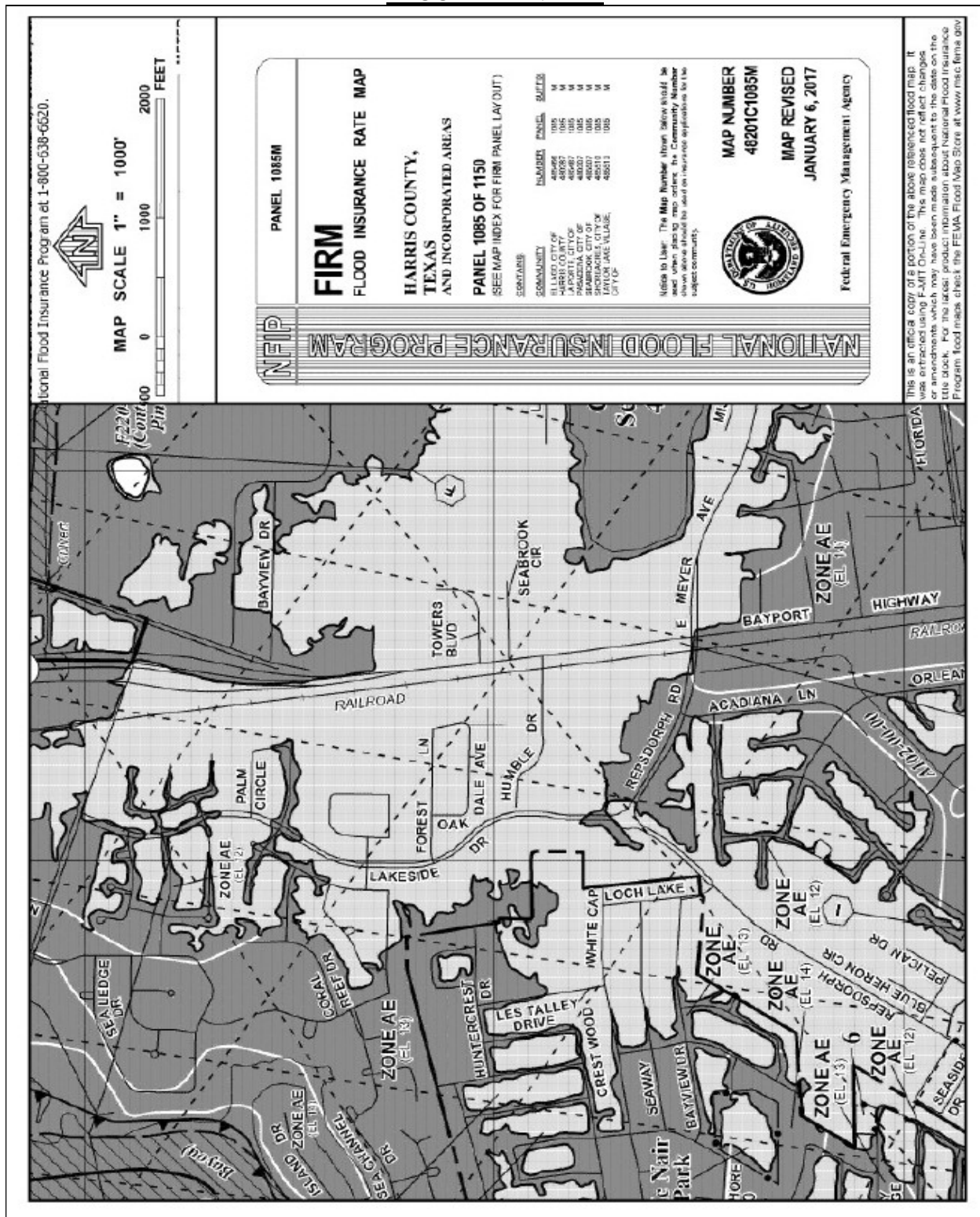
AERIAL MAP



SURVEY



FLOOD PLAIN MAP



TAX ANALYSIS

The Harris County Appraisal District assesses the subject property while Harris County and related entities, the Clear Creek Independent School District, and the City of Seabrook, levy taxes on the property. Assessment ratios (a percentage of market value) and tax rates per \$100 assessed value are as follows:

	Assessed Ratio	Tax Rate
Total Tax Rate:	100%	\$2.610086

The subject property is part of a larger ± 7.0899 acre tract with the assessment breakdown as follows:

Account #	Land Assessment	Improvement Assessment	Total Assessment	Tax Rate	Total Taxes
0631450000036:	\$926,508	\$0	\$926,508	\$2.610086	\$24,182.66

As indicated, the subject has a total assessed value of \$926,508. It should be noted that since the subject property is owned by the City of Seabrook, it is exempt from and tax burden. The estimated taxes for 2017 total \$24,182.66. With the subject assessed at \$926,508 (\$3.00 psf), it appears that the subject is assessed favorably when compared to the estimated value derived in the report. Hence, a tax protest is not warranted.

By applying the assessed value of \$3.00 per square foot, we can determine an estimated assessed value/tax burden for the subject ± 2.0514 acres ($\pm 89,358$ square feet) tract. This equates to an assessed value of \$268,074 and a tax burden of \$6,996.96.

HIGHEST AND BEST USE

The concept of highest and best use is a market derived interpretation based on various economic principles and forces such as supply and demand, conformity, and utility. Therefore, highest and best use analyses are derived directly from the market conditions prevalent as of the effective date of appraisal.

The Dictionary of Real Estate Appraisal, third edition, published by the Appraisal Institute, defines highest and best use as follows:

The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability.

From this definition, it is obvious that market value of the land or site and of an improved property are both estimated under the assumption that potential purchasers will pay prices that reflect their analysis of the most profitable use of the land, or the property, as improved. For highest and best use of both land, as though vacant, and as improved, a use must meet four criteria as follows: (1) legally permissible; (2) physically possible; (3) financially feasible; and (4) maximally productive.

Legally Permissible - Except for a legally non-conforming property, the first step in determining what is legally permissible is to analyze private restrictions, zoning, building codes, historic district controls, and environmental regulations.

Physically Possible - The physical characteristics of a site can affect the uses to which it can be put. These characteristics can include size, location, shape, topography, easements, utility availability, and surrounding properties.

Financially Feasible - The uses that are physically possible and legally permissible must be analyzed further to determine those that are likely to produce some income, or return, greater than the combined income needed to satisfy operating expense, financial expense, and capital amortization. All uses that are expected to produce a positive return are regarded as financially feasible.

Maximally Productive - Among financially feasible uses, the use that provides the highest rate of return or value (even a constant rate of return), is the highest and best use.

HIGHEST AND BEST USE

Highest and Best Use "As Vacant"

A highest and best use analysis first examines a specific parcel of land and assumes that it is vacant even if it is not. This allows the appraisers to analyze the forces active in the local market and to determine to what extent they affect the subject property. The practice of examining the site as if vacant is a fundamental appraisal concept of valuation theory. The highest and best use of a site, as if vacant, indicates how the land should be used if it were vacant.

The subject site is located along the west line of Lakeside Drive, north of Repsdorph Road, in Seabrook, Harris County, Texas.

The property being appraised is a ± 2.0514 acres ($\pm 89,358$ square feet) tract of vacant land. The subject site is basically rectangular in shape and has street frontage along the west line of Lakeside Drive. The size and shape of the subject site are adequate for development.

The subject property is located within The City of Seabrook, Harris County, which does utilize zoning ordinances to regulate land development. The subject is zoned "C2 or Medium Commercial," which allows for a variety of commercial uses. There are no other known deed restrictions, or other known restrictions as to use or value.

No private deed restrictions were uncovered during a normal investigation, which would further limit the potential uses of the subject site. Nonetheless, a title policy is strongly suggested in order to guarantee the absence of adverse restrictions. No other legal restrictions or covenants were found to be imposed on the subject property at the time of the appraisal, which would further restrict its development.

Based on the subject property's location, size, and surrounding development, and after considering legal, physical and financial alternatives, the highest and best use of the site, ***as vacant***, is for a commercial/retail/office type use as demand warrants.

VALUATION PROCESS

The valuation process consists of an orderly program by which the problem is defined, the work necessary to solve the problem is planned, and the data involved is acquired, classified, analyzed and interpreted into an estimate of value.

In assignments to estimate market value, the goal of the valuation process is a well-supported value conclusion that reflects all the factors that influence market value of the property being appraised. To achieve this goal, an appraiser studies a property from three different viewpoints, which correspond to the three traditional approaches to value; cost, sales comparison, and income capitalization. All three approaches are interrelated and each requires the gathering and analysis of cost, sales, and income data that pertain to the property being appraised.

One or more of these approaches are used in all estimation of value; the approaches employed depend on the type of property, the use of the appraisal, and the quality and quantity of data available for analysis.

Cost Approach

In the cost approach the value of a property is derived by adding the estimated value of the land to the depreciated cost of the improvements.

Sales Comparison Approach

The sales comparison approach produces a value indication by comparing a subject property with the most recent comparable available sales of similar properties. The sale prices of these properties will indicate a range of appropriate unit values which will be adjusted to the subject property.

Income Capitalization Approach

The income capitalization approach analyzes a property's ability to generate income, which is then converted to an indication of present value by use of market derived rates and/or factors.

VALUATION PROCESS

Ideally, these three approaches will indicate a relatively tight value range, which is then correlated to arrive at a final value estimate. The individual factors in each approach are carefully weighed in this reconciliation process.

Since the subject property is vacant land, only the sales comparison approach will be use in our analysis.

SALES COMPARISON APPROACH

This approach consists of the comparison of similar properties, which have recently sold or are being currently offered for sale, to the subject property. This process of comparison involves making adjustments between the subject and the comparables on an item-by-item basis. The factors considered in this comparison include: market condition, location, physical characteristics, conditions of sale, and financing terms. The subject property is the standard and the adjustments are made to the sales price of the comparable property in order to arrive at an indication of value for the subject.

The strength of this approach lies in the fact that it reflects actual market behavior of typical purchasers and sellers under current market conditions. It is direct and simple to understand. Its weakness lies in the fact that there may be inadequate data in the market place to justify its use; the fact that it is based upon historical data rather than future expectations, and also the fact that the conditions of comparability may not closely conform to the subject property.

The sales comparison approach draws heavily upon the principle of substitution. In essence, this principle states that a prudent purchaser will pay no more for any particular property than it would cost that buyer to acquire an equally desirable alternate property.

The reliability of this approach depends upon the degree of comparability between properties, verification of the sales data, the conditions under which the property is sold, and the time of sale. This approach is applicable to both vacant and improved properties. The Harris County Deed Records were searched for recent comparable property sales in the subject area. Also, other real estate brokers and appraisers were contacted for offerings of properties which would be competitive to the subject. Other knowledgeable individuals active in this area were contacted for information relating to the market. Shown on the following pages are various sales which were considered to be the most comparable to the subject tract of those available. These sales were compared with each other in order to obtain appropriate adjustments. Following these sales is an analysis of their comparison to the subject site.

COMPARABLE LAND SALE NO. 1

MAP REFERENCE:	Seabrook, Texas
DATE OF SALE:	Current Listing
GRANTOR:	N/A
GRANTEE:	N/A
LOCATION:	0 Repsdorph Road; the west line of Respdorph Road south of Lakeside Drive; Seabrook, Texas
LAND SIZE:	± 7.60 acres or $\pm 331,056$ square feet
CONSIDERATION:	\$3,136,320 or \$9.47 per square foot
TERMS:	Cash to seller
CONFIRMED BY:	Grantee, appraisal files
PROPERTY DESCRIPTION:	
Use:	Vacant land at time of sale
Zoning:	None
Utilities:	Available
Frontage:	Unknown ff – Repsdorph Road
Flood Plain:	Yes
COMMENTS:	This tract is currently vacant.

COMPARABLE LAND SALE NO. 2

MAP REFERENCE:	Seabrook, Texas
DATE OF SALE:	Current Listing
GRANTOR:	N/A
GRANTEE:	N/A
LOCATION:	2710 Nasa Parkway; the north line of Nasa Parkway east of Respdorph Road; Seabrook, Texas
LAND SIZE:	± 2.80 acres or $\pm 121,968$ square feet
CONSIDERATION:	\$975,744 or \$8.00 per square foot
TERMS:	Cash to seller
CONFIRMED BY:	Grantee, appraisal files
PROPERTY DESCRIPTION:	
Use:	Vacant land at time of sale
Zoning:	None
Utilities:	Available
Frontage:	Unknown ff – Nasa Parkway
Flood Plain:	Yes
COMMENTS:	This tract is currently vacant.

COMPARABLE LAND SALE NO. 3

MAP REFERENCE:	Seabrook, Texas
DATE OF SALE:	Current Listing
GRANTOR:	N/A
GRANTEE:	N/A
LOCATION:	0 Highway 146; the northeast corner of Highway 146 and Red Bluff Road; Seabrook, Texas
LAND SIZE:	± 2.50 acres or $\pm 108,900$ square feet
CONSIDERATION:	\$1,089,000 or \$10.00 per square foot
TERMS:	Cash to seller
CONFIRMED BY:	Grantee, appraisal files
PROPERTY DESCRIPTION:	
Use:	Vacant land at time of sale
Zoning:	None
Utilities:	Available
Frontage:	Unknown ff – Highway 146 Unknown ff – Red Bluff Road
Flood Plain:	Yes
COMMENTS:	This tract is currently vacant.

COMPARABLE LAND SALE NO. 4

MAP REFERENCE:	Seabrook, Texas
DATE OF SALE:	Current Listing
GRANTOR:	N/A
GRANTEE:	N/A
LOCATION:	2613 Lakeside Terrace Drive; the west line of Lakeside Terrace Drive north of Nasa Parkway; Seabrook, Texas
LAND SIZE:	± 0.87 acres or $\pm 37,897$ square feet
CONSIDERATION:	\$275,000 or \$7.26 per square foot
TERMS:	Cash to seller
CONFIRMED BY:	Grantee, appraisal files
PROPERTY DESCRIPTION:	
Use:	Vacant land at time of sale
Zoning:	None
Utilities:	Available
Frontage:	Unknown ff – Lakeside Terrace Drive
Flood Plain:	Yes
COMMENTS:	This tract is currently vacant.

COMPARABLE LAND SALE NO. 5

MAP REFERENCE:	League City, Texas
DATE OF SALE:	November, 2017
GRANTOR:	NFT Holdings, (LLC)
GRANTEE:	Confidential
LOCATION:	505 East FM 646; the northeast corner of FM 646 and Dickinson Avenue; League City, Texas
LAND SIZE:	± 1.79 acres or $\pm 77,972$ square feet
CONSIDERATION:	\$441,500 or \$5.66 per square foot
TERMS:	Cash to seller
CONFIRMED BY:	Grantee, appraisal files
PROPERTY DESCRIPTION:	
Use:	Vacant land at time of sale
Zoning:	None
Utilities:	Available
Frontage:	Unknown ff – FM 646 Unknown ff – Dickinson Avenue
Flood Plain:	Yes
COMMENTS:	This tract was vacant at the time of sale and the intended use was not known.

COMPARABLE LAND SALE NO. 6

MAP REFERENCE:	Pasadena, Texas
DATE OF SALE:	December, 2016
GRANTOR:	William Dorsett
GRANTEE:	Confidential
LOCATION:	0 Red Bluff Road; the north line of Red Bluff Road @ Kirby Boulevard; Pasadena, Texas
LAND SIZE:	±3.28 acres or ±142,877 square feet
CONSIDERATION:	\$500,000 or \$3.50 per square foot
TERMS:	Cash to seller
CONFIRMED BY:	Grantee, appraisal files
PROPERTY DESCRIPTION:	
Use:	Vacant land at time of sale
Zoning:	None
Utilities:	Available
Frontage:	Unknown ff – Red Bluff Road
Flood Plain:	Yes
COMMENTS:	This tract was vacant at the time of sale and the intended use was not known.

COMPARABLE LAND SALE NO. 7

MAP REFERENCE:	League City, Texas
DATE OF SALE:	October, 2016
GRANTOR:	Sarah Sabzevari
GRANTEE:	Confidential
LOCATION:	2750 Egret Bay Boulevard; the west line of Egret Bay Boulevard north of Highway 146; League City, Texas
LAND SIZE:	± 0.90 acres or $\pm 38,999$ square feet
CONSIDERATION:	\$195,000 or \$5.00 per square foot
TERMS:	Cash to seller
CONFIRMED BY:	Grantee, appraisal files
PROPERTY DESCRIPTION:	
Use:	Vacant land at time of sale
Zoning:	None
Utilities:	Available
Frontage:	Unknown ff – Egret Bay Boulevard
Flood Plain:	Yes
COMMENTS:	This tract was vacant at the time of sale and the intended use was not known.

COMPARABLE LAND SALE NO. 8

MAP REFERENCE:	Seabrook, Texas
DATE OF SALE:	November, 2015
GRANTOR:	Charles & Ann Graves
GRANTEE:	Juan & Brooke Villanueva
LOCATION:	0 Main Street; the north corner of Main Street and Bryan Avenue; Seabrook, Texas
LAND SIZE:	± 0.43 acres or $\pm 18,600$ square feet
CONSIDERATION:	\$190,000 or \$10.22 per square foot
TERMS:	Cash to seller
CONFIRMED BY:	Grantee, appraisal files
PROPERTY DESCRIPTION:	
Use:	Vacant land at time of sale
Zoning:	None
Utilities:	Available
Frontage:	Unknown ff – Main Street Unknown ff – Bryan Avenue
Flood Plain:	Yes
COMMENTS:	This tract was vacant at the time of sale and the intended use was not known.

COMPARABLE LAND SALE NO. 9

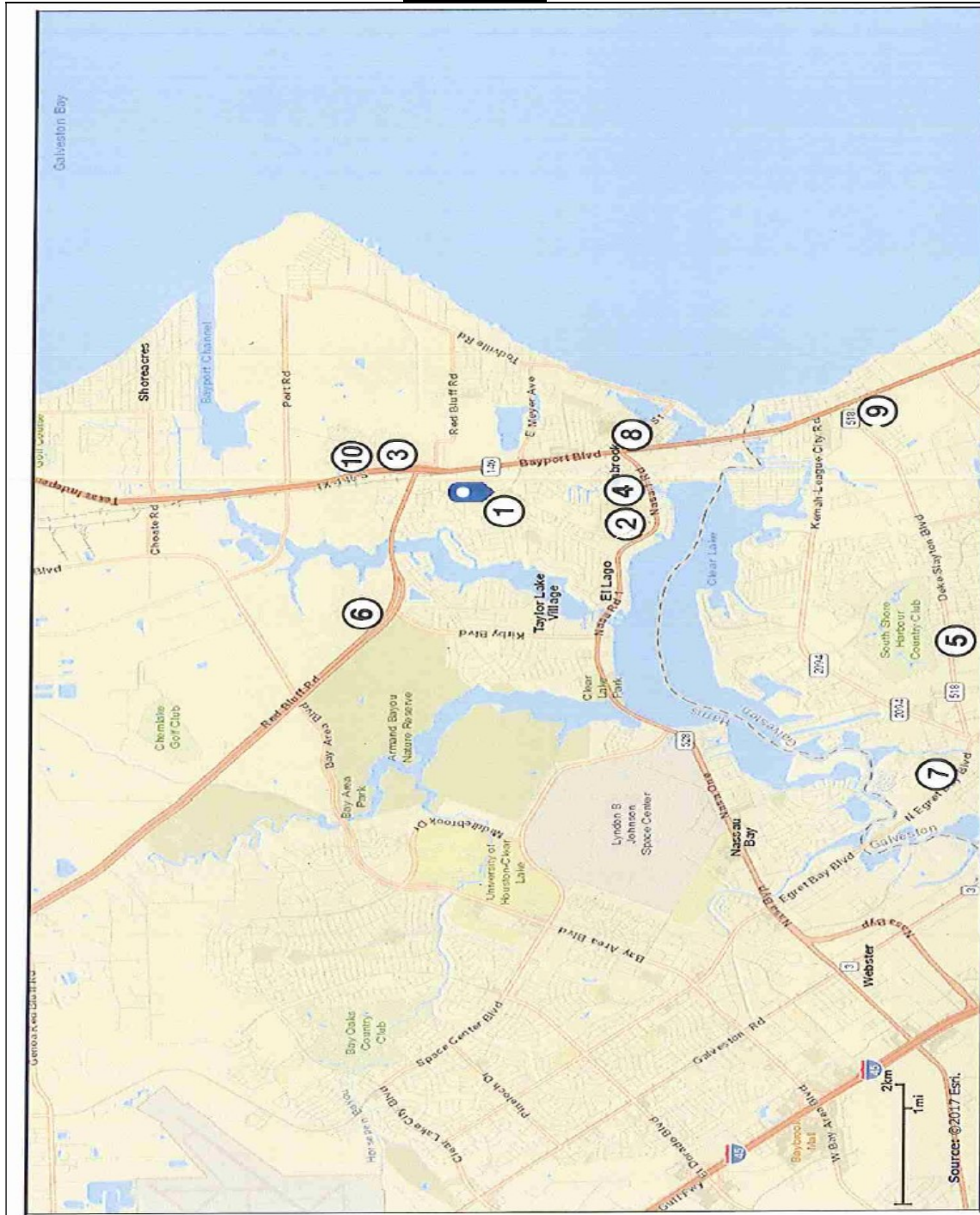
MAP REFERENCE:	Kemah, Texas
DATE OF SALE:	February, 2015
GRANTOR:	Anders Land, (LLC)
GRANTEE:	DFLO Properties, (LLC)
LOCATION:	903 FM 518; the southwest corner of FM 518 and Anders Lane; Kemah, Texas
LAND SIZE:	± 2.24 acres or $\pm 97,574$ square feet
CONSIDERATION:	\$780,592 or \$8.00 per square foot
TERMS:	Cash to seller
CONFIRMED BY:	Grantee, appraisal files
PROPERTY DESCRIPTION:	
Use:	Vacant land at time of sale
Zoning:	None
Utilities:	Available
Frontage:	Unknown ff – FM 518 Unknown ff – Anders Lane
Flood Plain:	Yes
COMMENTS:	This tract was vacant at the time of sale and the intended use was not known.

COMPARABLE LAND SALE NO. 10

MAP REFERENCE:	Seabrook, Texas
DATE OF SALE:	March, 2014
GRANTOR:	Sports Shed, Inc.
GRANTEE:	SMF Industrial Properties, (LLC)
LOCATION:	5255 Highway 146; the east line of Highway 146 south of Port Road; Seabrook, Texas
LAND SIZE:	± 7.44 acres or $\pm 324,086$ square feet
CONSIDERATION:	\$3,250,000 or \$10.03 per square foot
TERMS:	Cash to seller
CONFIRMED BY:	Grantee, appraisal files
PROPERTY DESCRIPTION:	
Use:	Vacant land at time of sale
Zoning:	None
Utilities:	Available
Frontage:	Unknown ff – Highway 146
Flood Plain:	Yes
COMMENTS:	This tract was vacant at the time of sale and the intended use was not known.

SALES COMPARISON APPROACH

SALES MAP



SALES COMPARISON APPROACH

The sales listed on the previous pages are the most comparable properties of those occurring in the immediate area in recent years. In comparing these sales to the subject site, the factors considered to be the most critical are market conditions, location, and size. The following is a summary of the sales used in this report.

LAND SALES SUMMARY

Sale No.	Date of Sale	Size (acres)	Size (s.f.)	Price / s.f.
1	Current	7.60	331,056	\$9.47
2	Current	2.80	121,968	\$8.00
3	Current	2.50	108,900	\$10.00
4	Current	0.87	37,897	\$7.26
5	11/17	1.79	77,972	\$5.66
6	12/16	3.28	142,877	\$3.50
7	10/16	0.90	38,999	\$5.00
8	11/15	0.43	18,600	\$10.22
9	2/15	2.24	97,575	\$8.00
10	3/14	7.44	324,086	\$10.03
Subject	-	2.0514	89,358	?

The sales shown in the table highlight the most comparable sales found in the area. The sales indicate a value range of \$3.50-\$10.22 per square foot. Sale #'s 5, 7, and 9 are considered to be the most similar to the subject property and will be utilized in the following analysis. Listed on the following pages are explanations of the adjustments employed and how they were derived followed by an adjustment grid and final value estimate.

Conditions of Sale - If the motivations of the buyers and sellers can be determined, and the appraiser concludes that those motivations are atypical of the market, then the appraiser may attempt to quantify those differences into an adjustment. No atypical motivations were noted with any of the comparable sales. Therefore, no adjustments for condition of sale were made.

Market Condition - In reviewing the comparable sales, it appears that there have been no decreases in land values over the time period of the sales. No adjustments for market conditions were considered necessary.

SALES COMPARISON APPROACH

Location / Access - The value of a property is affected a great deal by location and access which usually are related to each other. The subject site has an average location along Lakeside Drive. Sale #7 is considered to have an inferior location in relation to the subject and was adjusted upwards accordingly. Sale #9 is considered to have a superior location in relation to the subject and was adjusted downwards accordingly. No other location adjustments were considered necessary.

Size - Generally speaking, the smaller the size, the higher price per unit the property will bring. This principle generally holds true with the primary reason being that the purchase of larger tracts requires a much larger capital outlay which restricts the number of potential purchasers and, to an extent, the type of uses for the site. Therefore, smaller tracts attract a larger number of potential purchasers due to the smaller capital outlay. Sale #7 is smaller in relation to the subject and was adjusted downwards accordingly. No other size adjustments were considered necessary.

Flood Plain - Typically, a tract located either partially or wholly within a critical flood prone area experiences a loss in utility which is reflected in the sales price when compared to one that is not. The subject tract is located within a hazardous flood zone area. The comparable sales are also located in hazardous flood zones. Therefore, no adjustments for flood plain were considered necessary.

Utilities - The availability of utilities is a major factor in the development of any property. If a site has no access to utility service and cannot acquire access, it is virtually undevelopable. Therefore, the price paid for such a site would be affected due to its no use existence. In this case the owner must make up the expense for acquiring the services and enhancing the site's market value. All of the comparable sales are considered to have similar utility capability in relation to the subject. Therefore, no adjustments for utilities were considered necessary.

SALES COMPARISON APPROACH

UNITS OF COMPARISON				
SALE NUMBER	Subject	5	7	9
DATE OF SALE	-	11/17	10/16	2/15
LOCATION	Average	Average	Average	Good
SIZE (SF)	89,358	77,972	38,999	97,574
FLOOD PLAIN	Yes	Yes	Yes	Yes
UTILITIES	Available	Available	Available	Available
SALES PRICE/SF	-	\$5.66	\$5.00	\$8.00
ADJUSTMENT GRID				
ELEMENTS OF COMPARISON	Subject	5	7	9
CONDITIONS OF SALE	-	0.00%	0.00%	0.00%
MARKET ADJ/SF	-	0.00%	0.00%	0.00%
NET ADJ / SF	-	\$5.66	\$5.00	\$8.00
LOCATION	Average	0.00%	20.00%	-.30.00%
SIZE (SF)	89,358	0.00%	-10.00%	0.00%
FLOOD PLAIN	Yes	0.00%	0.00%	0.00%
UTILITIES	Available	0.00%	0.00%	0.00%
NET ADJ / SF	-	0.00%	10.00%	-30.00%
INDICATED VALUE / SF	-	\$5.66	\$5.50	\$5.60

The three sales employed on the adjustment grid are considered to be the best available and are most comparable to the subject. The unadjusted values indicate a range from \$5.00 to \$8.00 per square foot. The adjusted values indicate a range from \$5.50 to \$5.60 per square foot. The comparable listings were not adjusted and indicate a value range of \$7.26 to \$10.00 per square foot.

SALES COMPARISON APPROACH

Based on the previous analysis, we believe a value of \$5.50 per square foot is supported and reasonable for the subject tract and is illustrated as follows:

89,358 sf x \$5.50 psf
\$491,469
\$500,000 (r)
Say: \$500,000

Conclusions - Based on the previous analysis, the estimated value of the subject property via the sales comparison approach, is as follows:

\$500,000

RECONCILIATION AND FINAL VALUE ESTIMATE

The reconciliation process consists of reviewing the various independently derived valuation methods, weighing their respective merits, and correlating the data into a final estimate of value.

The sales comparison approach, in many cases, provides valuable indicators for estimating market value. This method does, however, lose its reliability where comparisons are not highly similar or data is clouded. This does not seem to be apparent in the case of the subject property. The data is sufficient to make reliable judgements as to the subject property's value via this approach. The market was searched for comparable improved sales with minimal adjustments being required. These comparable properties indicated a relatively tight value range. The sales comparison approach indicated market values for the subject as follows:

\$500,000

Based on our analysis of the data and trends in the local market, it is our opinion that the estimated market value of the fee simple estate of the subject property, as of January 2, 2018, is as follows:

Appraisal Premise	Date	Interest Appraised	Final Value Conclusion
Market Value, As Is	January 2, 2018	Fee Simple Estate	\$500,000

PART III
ADDENDA

ENGAGEMENT LETTER / APPRAISER INSTRUCTIONS

Haginas & Shillings
Real Estate Appraisal and Compliance Services

17-305.KM

7111 Glen Chase Court
Houston, Texas 77095
281-550-9200 phone

December 7, 2017

Mr. Steven L Weathered
Shareholder
Ross, Banks, May, Cron & Cavin, P. C.
7700 San Felipe, Suite 550
Houston, TX, 77063

Phone: (713) 626-1200 ext. 4126
Email: sweathered@rossbanks.com

RE: Appraisal of real estate located along Lakeside Drive, city of Seabrook, Harris County,
Texas, and as depicted on the attached drawing.

Mr. Weathered,

This letter serves as our agreement for appraisal services on the above referenced property. The appraisal will be prepared in an a standard Appraisal Report format in accordance with USPAP Guidelines, and will report an As Is value of the property's Fee Simple Estate. The fee for the appraisal is \$1,800 with a report delivery within approximately 2 to 3 weeks of your authorization of this assignment. Please return this letter, signed by you and accompanied with a retainer remittance of \$0 (retainer waived) payable to Haginas & Shillings.

Thank you and we look forward to working with you on this project. Please contact me with any questions.

Sincerely,



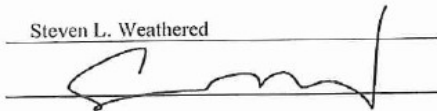
Jeff A. Shillings, MAI
President

Acceptance:

Date: December 7, 2017

Printed Name Steven L. Weathered

Signature



Attachment

Property Survey

SUBJECT PHOTOGRAPHS



VIEW OF SUBJECT PROPERTY



VIEW OF SUBJECT PROPERTY



VIEW OF SUBJECT PROPERTY



VIEW OF SUBJECT PROPERTY



VIEW OF LAKESIDE DRIVE



VIEW OF LAKESIDE DRIVE

APPRAISER QUALIFICATIONS

DAVID K. MANN

Vice President / Associate

PARTIAL CLIENT LIST

- Alpha Omega Financial
- Alpha Realty Advisors
- Anico
- Banco Popular
- Bank of Houston
- BB&T
- Capital One N.A.
- Cathay Bank
- Commercial Resource Capital
- Compass Bank
- D-Hanis State Bank
- First Citizens Bank
- Frost Bank
- GE Capital
- IronStone Bank
- Land America
- LaSalle Bank
- Lehman Brothers Bank, FSB
- Libertad Bank
- Lighthouse Commercial
- Live Oak Capital
- Mainland Bank
- Memorial City Bank
- MidFirst Bank, SSB
- Moody National Bank
- Omni Bank
- PGP Valuation/FDIC
- Plains State Bank
- Post Oak Bank
- Southwest Bank
- Sterling Bank
- Sunstate Bank
- TD Bank
- Temecula Valley Bank
- Texas First Bank
- Third Coast Bank
- Wells Fargo Bank
- Westbound Bank

Haginas & Shillings | 7111 Glen Chase Court | Houston, Texas 77095
phone (281) 550-9200 | fax (281) 550-9203
dmann@haginas.com

PROFESSIONAL AFFILIATIONS/CERTIFICATIONS

State Certified General Real Estate Appraiser (Number: TX-1325048-G)

David joined Haginas & Shillings in April of 1992 as an appraisal associate after serving with Stanley, Haginas, & Chapman.

During his tenure as an associate, David's responsibilities have included appraisal assignments located throughout Texas as well as several other states. These assignments include the appraisal of numerous property types including: professional/medical office buildings, hotels/motels, condominium units, multi-family residential properties, retail, industrial manufacturing/distribution facilities, gas-station/convenience stores, and tracts of vacant land.

EDUCATIONAL QUALIFICATIONS

Principles of Real Estate, North Harris County Junior College, Houston, Texas
Real Estate Law, North Harris County Junior College, Houston, Texas
Appraisal of Real Estate, North Harris County Junior College, Houston, Texas
Financial Techniques of Real Estate Management, IREM, Houston, Texas
Income Property Appraisal, IREM, Houston, Texas
Income Property Valuation, IREM, Houston, Texas
1A1 - Real Estate Appraisal Principles (AIREA sponsored)
1A2 - Basic Valuation Procedures (AIREA sponsored)
Capitalization Theory and Techniques, Part A, (AIREA sponsored)
Appraisal of Hotel/Motel Facilities, (AIREA sponsored)
Standards of Professional Practices

EDUCATION

North Harris County Junior College, 1985
Texas A & M University, 1989
Major in Political Science/Minor in Business Administration

PROFESSIONAL EXPERIENCE

4/92 to Present - Real Estate Analyst and Consultant, Haginas & Shillings, Houston, Texas
7/90 to 4/92 - Real Estate Analyst and Consultant, Stanley & Company, Houston, Texas

You may wish to laminate the pocket identification card to preserve it.

DAVID KIRK MANN
7111 GLEN CHASE CT
HOUSTON, TX 77095

The person named on the reverse is licensed by the Texas Appraiser Licensing and Certification Board.

Inquiry as to the status of this license may be made to:

Texas Appraiser Licensing and Certification Board
P.O. Box 12188
Austin, Tx 78711-2188
www.talcb.texas.gov
(512) 936-3001
Fax: (512) 936-3899

Texas Appraiser Licensing and Certification Board
P.O. Box 12188 Austin, Texas 78711-2188

Certified General Real Estate Appraiser

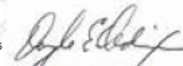
Number#: **TX 1325048 G**

Issued: **05/03/2017**

Expires: **04/30/2019**

Appraiser: **DAVID KIRK MANN**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.


Douglas E. Oldmixon
Commissioner

Texas Appraiser Licensing and Certification Board

P.O. Box 12188 Austin, Texas 78711-2188

Certified General Real Estate Appraiser

Number: **TX 1325048 G**

Issued: **05/03/2017**

Expires: **04/30/2019**

Appraiser: **DAVID KIRK MANN**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.


Douglas E. Oldmixon
Commissioner



7111 Glen Chase Court
Houston, TX 77095
281-550-9200 P
281-550-9203 F
www.Haginas.com

JEFF A. SHILLINGS, MAI
President



Haginas Et Company, Inc. (dba Haginas Et Chapman, dba Appraisal Management Services)
7111 Glen Chase Court | Houston, Texas 77095 | Phone (281)550-9200 | Fax (281) 550-9203

**PROFESSIONAL
AFFILIATIONS/EDUCATION**

*Bachelor of Science – Texas A&M
University*

*MAI – Member Appraisal Institute
Houston Chapter of the Appraisal
Institute*

CERTIFICATION/COURSES

*State Certified General Real Estate
Appraiser – State of Texas
(#1323245-G)*

*Licensed Real Estate Broker, State of
Texas (inactive status)*

*Certified under the Appraisal
Institute's voluntary program of
Continuing Education for MAI
through 2010*

Recent Courses

*Appraisal of Nursing Facilities
Feasibility, Market Value, Investment
Timing: Option Value
Introduction to GIS Applications for
Real Estate Appraisal
Appraising From Blueprints and
Specifications
Analyzing Operating Expenses
Scope of Work: Expanding Your
Range of Services
Using Your HP12C Financial
Calculator
National USPAP Update Course
Standards of Professional Practice
Business Practices and Ethics*

PROFESSIONAL EXPERIENCE

Mr. Shillings has been employed exclusively in the real estate appraisal and consulting profession since the mid 1980's, and re-joined Haginas Et Company in 2009 following the death of its founder, Pete Haginas, Jr., MAI. Mr. Shillings owned and operated Shillings Realty Services, Inc. from 2004 through 2008.

Prior to forming Shillings Realty Services, Mr. Shillings was employed with Haginas Et Company/Appraisal Management Services ("AMS"), specializing in the ordering and review of appraisals on behalf of several small and mid-sized lenders. AMS, in effect, serves as these lenders' Chief Appraiser, working directly with loan officers, chief credit officers, and the contracted appraisers throughout the appraisal process, blending technical and advisory roles based on a comprehensive understanding of the appraisal business, appraisal processes, professional standards, as well as elements of the regulatory and compliance side of the lending process.

Previous work experience includes Mr. Shillings serving as a Manager in the Real Estate and Environmental Damages Group of PricewaterhouseCoopers, providing consulting services for a broad range of national clients. These services included right-of-way, and dispute analyses requiring in-depth analysis of complex real estate issues in litigation, and providing litigation support to legal counsel representing property owners. These disputes generally are found within breach of contract, condemnation, or environmentally impacted properties, as well as other scenarios where the value of properties have been damaged from the actions of others.

Early experience includes employment with Lewis Realty Advisors and Robert B. Jones and Company, each being local valuation and consulting practices, specializing in general real estate valuation, with an emphasis on real estate litigation and tax services. Specific issues include:

Appraisal and value-damage research and modeling for commercial developments including office, retail, industrial, resorts/golf communities, and commercial land properties for purposes of eminent domain.

Appraisal and value-damage research and modeling for properties impacted by Superfund and other environmental, soil-based, influences.

Appraisals performed for ad valorem tax protest, including valuation and separation of value between tangible and intangible components.

Involved in numerous assignments where issues of civil litigation were central to the duties performed. These include wrongful foreclosure, fraud, misrepresentation and breach of contract issues. Consultation duties extended to include preparation of expert witness for deposition and trial testimony.

You may wish to laminate the pocket identification card to preserve it.

JEFFREY ANDREW SHILLINGS
21403 LOCHMERE LN
KATY, TX 77450

The person named on the reverse is licensed by the Texas Appraiser Licensing and Certification Board.

Inquiry as to the status of this license may be made to:

Texas Appraiser Licensing and Certification Board
P.O. Box 12188
Austin, Tx 78711-2188
www.talcb.texas.gov
(512) 936-3001
Fax: (512) 936-3899

Texas Appraiser Licensing and Certification Board
P.O. Box 12188 Austin, Texas 78711-2188

Certified General Real Estate Appraiser

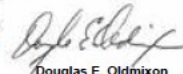
Number#: **TX 1323245 G**

Issued: **04/21/2017**

Expires: **04/30/2019**

Appraiser: **JEFFREY ANDREW SHILLINGS**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.


Douglas E. Oldmixon
Commissioner

Texas Appraiser Licensing and Certification Board

P.O. Box 12188 Austin, Texas 78711-2188

Certified General Real Estate Appraiser

Number: **TX 1323245 G**

Issued: **04/21/2017**

Expires: **04/30/2019**

Appraiser: **JEFFREY ANDREW SHILLINGS**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.


Douglas E. Oldmixon
Commissioner

EXHIBIT "A"

LEGAL DESCRIPTION

2.0514 ACRES (89,358 SQUARE FEET) IN
THE RITSON MORRIS SURVEY, A-52,
HARRIS COUNTY, TEXAS

BEING a tract or parcel containing 2.0514 acres (89,358 square feet) of land situated in the Ritson Morris Survey, Abstract Number 52, Harris County, Texas, being out of and a part of Lots 14 and 15 of Ruggles Subdivision, a subdivision of record in Volume 5, Page 30, Harris County Map Records and being out of and a part of a called 7.0899 acre tract conveyed to the City of Seabrook by deed dated November 30, 2015, and recorded under H.C.C.F. Number 20150540221, of the Official Public Records Real Property Harris County, Texas (O.P.R.R.P.H.C.T.), said 2.0514 acre tract being more particularly described as follows (bearings are oriented to the bearing base reflected in the H.C.C.F. Number 20150540221):

COMMENCING at a 1/2-inch iron rod with cap stamped "BHA, INC" found marking the northwesterly right-of-way corner of Lakeside Drive (80 feet wide) as described in a called 1.0499 acre tract Dedication Agreement dated October 12, 2010, and recorded in H.C.C.F. Number 20100467859, O.P.R.R.P.H.C.T., and marking the most easterly northeast corner of said 7.0899 acre tract and a point of curvature of a curve to the right;

THENCE, in a southerly direction, along the westerly right-of-way line of said Lakeside Drive and the easterly line of said 7.0899 acre tract, an arc distance of 85.02 feet along said curve to the right having a radius of 485.46 feet, a central angle of 10° 02' 04", and a chord which bears South 08° 59' 12" East, 84.91 feet to a 5/8-inch iron rod with cap stamped "Cobb Fendley & Associates" set marking a point of tangency, the **POINT OF BEGINNING** and the most easterly northeast corner of the herein described tract;

THENCE, in a southerly direction, continuing along the westerly right-of-way line of said Lakeside Drive and the easterly line of said 7.0899 acre tract, an arc distance of 10.82 feet along said curve to the right having a radius of 485.46 feet, a central angle of 01° 16' 46", and a chord which bears South 03° 22' 41" East, 10.82 feet to a 1/2-inch iron rod with cap stamped "BHA, INC" found marking a point of tangency;

THENCE, South 03° 09' 54" East, continuing along the westerly right-of-way line of said Lakeside Drive and the easterly line of said 7.0899 acre tract, a distance of 86.22 feet to a 1/2-inch iron rod with cap stamped "BHA, INC" found marking the point of curvature of a tangent curve to the right;

THENCE, in a southerly direction, continuing along the westerly right-of-way line of said Lakeside Drive and the easterly line of said 7.0899 acre tract, an arc distance of 97.30 feet along said tangent curve to the right having a radius of 560.00 feet, a central angle of 09° 57' 17", and a chord which bears South 01° 47' 29" West, 97.17 feet to a 1/2-inch iron rod with cap stamped "BHA, INC" found marking a point of tangency;

THENCE, South 06° 46' 22" West, continuing along the westerly right-of-way line of said Lakeside Drive and the easterly line of said 7.0899 acre tract, a distance of 103.55 feet to a 1/2-inch iron rod with cap stamped "BHA, INC" found marking the point of curvature of a tangent curve to the left;

THENCE, in a southerly direction, continuing along the westerly right-of-way line of said Lakeside Drive and the easterly line of said 7.0899 acre tract, an arc distance of 38.49 feet along said tangent curve to the left having a radius of 640.00 feet, a central angle of $03^{\circ} 26' 45''$, and a chord which bears South $05^{\circ} 02' 20''$ West, 38.49 feet to a 5/8-inch iron rod with cap stamped "Cobb Fendley & Asso" found marking the southeasterly corner of the herein described tract;

THENCE, South $86^{\circ} 53' 32''$ West, departing said westerly right-of-way line and over and across said 7.0899-acre tract, a distance of 226.55 feet to a 5/8-inch iron rod with cap stamped "Cobb Fendley & Asso" set marking the southwesterly corner of the herein described tract;

THENCE, North $03^{\circ} 10' 01''$ West, continuing over and across said 7.0899-acre tract, a distance of 358.70 feet to a 5/8-inch iron rod with cap stamped "Cobb Fendley & Asso" set marking the northwesterly corner of the herein described tract;

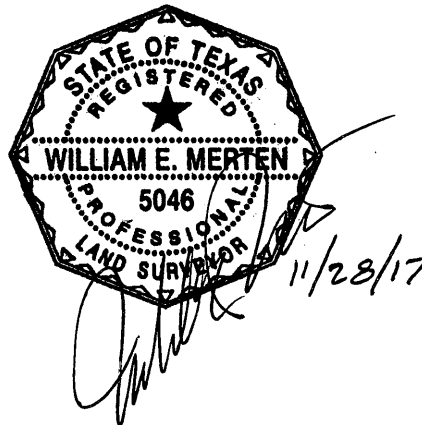
THENCE, North $86^{\circ} 55' 03''$ East, continuing over and across said 7.0899-acre tract, a distance of 233.32 feet to a 5/8-inch iron rod with cap stamped "Cobb Fendley & Asso" set marking the point of curvature of a tangent curve to the right and the most westerly northeast corner of the herein described tract;

THENCE, in a southeasterly direction, continuing over and across said 7.0899-acre tract, an arc distance of 38.89 feet along said tangent curve to the right having a radius of 25.00 feet, a central angle of $89^{\circ} 08' 26''$, and a chord which bears South $48^{\circ} 30' 43''$ East, 35.09 feet to the **POINT OF BEGINNING** and containing 2.0514 acres (89,358 square feet) of land.

Notes:

1. This metes and bounds description is referenced to a survey drawing prepared by Cobb, Fendley & Associates, Inc. dated November 28, 2017 and entitled "BOUNDARY SURVEY OF A 2.0514 ACRE TRACT...".

Cobb Fendley & Associates, Inc.
1920 Country Place Parkway, Suite 310
Pearland, Texas 77584
281-993-4952
TBPLS Firm Registration No. 100467
Job Number 1112-001-00-26
November 28, 2017





TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
 ©Texas Association of REALTORS®, Inc. 2016

1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: City of Seabrook

Address: 1700 1st St, Seabrook, TX 77586

Phone: (281)291-5600

E-mail: _____

Fax: _____

Other: _____

Buyer: PG Legacies Inc

Address: 2617 Orleans Dr, Seabrook, TX 77568

Phone: (832)428-0952

E-mail: frankp338@gmail.com

Fax: _____

Other: _____

2. **PROPERTY:**

- A. "Property" means that real property situated in Harris County, Texas at

 (address) and that is legally described on the attached Exhibit "A" or as follows:
2.0514 acres Lakeside Dr, Seabrook, TX

- B. Seller will sell and convey the Property together with:

- (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
- (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
- (3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)

(If mineral rights are to be reserved an appropriate addendum should be attached.)

3. **SALES PRICE:**

- A. At or before closing, Buyer will pay the following sales price for the Property:

- | | |
|---|----------------------|
| (1) Cash portion payable by Buyer at closing | \$ <u>500,000.00</u> |
| (2) Sum of all financing described in Paragraph 4 | \$ _____ |
| (3) Sales price (sum of 3A(1) and 3A(2)) | \$ <u>500,000.00</u> |

B. Adjustment to Sales Price: (Check (1) or (2) only.)

☒ (1) The sales price will not be adjusted based on a survey.

☐ (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of \$ _____ per:

☐ (i) square foot of ☐ total area ☐ net area.

☐ (ii) acre of ☐ total area ☐ net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

☐ (i) public roadways;

☐ (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and

☐ (iii) _____.

(c) If the sales price is adjusted by more than _____ % of the stated sales price, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. **FINANCING**: Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows: TP
OP

☐ A. Third Party Financing: One or more third party loans in the total amount of \$ _____ This contract:

☐ (1) is not contingent upon Buyer obtaining third party financing.

☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).

☐ B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____.

☐ C. Seller Financing: The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR 1931) in the amount of \$ _____.

5. **EARNEST MONEY**:

A. Not later than 3 days after the effective date, Buyer must deposit \$ \$12,000.00 as earnest money with First American Title Company (title company) at 601 Travis St, Ste #1875, Houston, TX 77002 (address) Rhonda Husselman (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of \$ _____ with the title company to be made part of the earnest money on or before:

☐ (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or

☐ (ii) _____.

Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY AND SURVEY:

A. Title Policy:

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
 - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
- ☐ (a) will not be amended or deleted from the title policy.
 - ☒ (b) will be amended to read "shortages in areas" at the expense of ☒ Buyer ☐ Seller.
- (3) Within 21 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 30 days after the effective date:

- ☒ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ (insert amount) of the cost of the survey at closing, if closing occurs.
- ☐ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- ☐ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller, at Seller's expense, will obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to Buyer and the title company within 20 days after Seller receives notice that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for Seller to deliver an acceptable survey within the time required. Buyer will reimburse Seller _____ (insert amount) of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer's Objections to the Commitment and Survey:

- (1) Within 10 days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If Paragraph 6B(1) applies,

Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.
- (3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

- A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: Buyer accepts subject tract "As is, where is"

- B. Feasibility Period: Buyer may terminate this contract for any reason within 90 days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.)

- ☒ (1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 1,000.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

- ☐ (2) Not later than 3 days after the effective date, Buyer must pay Seller \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

- C. Inspections, Studies, or Assessments:

- (1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.
- (2) Buyer must:
- (a) employ only trained and qualified inspectors and assessors;
 - (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
 - (c) abide by any reasonable entry rules or requirements of Seller;
 - (d) not interfere with existing operations or occupants of the Property; and
 - (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

- (3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

- (1) Delivery of Property Information: Within 7 days after the effective date, Seller will deliver to Buyer: *(Check all that apply.)*

- ☐ (a) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- ☐ (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- ☐ (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- ☐ (d) copies property tax statements for the Property for the previous 2 calendar years;
- ☐ (e) plats of the Property;
- ☐ (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
- ☒ (g) **Buyer shall be entitled to inspect all documents of City in relation to the Property, that are available for public inspection**

- (2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- ☐ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- ☐ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied; and
- ☒ (c) deliver copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

- E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. **LEASES:**

- A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:
- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any advance sums paid by a tenant under any lease;
- (4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and

(5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within n/a days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Dan Quinlan and Company

Cooperating Broker: _____

Agent: Dan Quinlan

Agent: _____

Address: 15702 Ginger Lane, Houston, TX 77040

Address: _____

Phone & Fax: (832)877-1177

Phone & Fax: _____

E-mail: daq@danquinlanandco.com

E-mail: _____

License No.: 230264

License No.: _____

Principal Broker: *(Check only one box.)*

Cooperating Broker represents Buyer.

☐ represents Seller only.

☒ represents Buyer only.

☐ is an intermediary between Seller and Buyer.

B. Fees: *(Check only (1) or (2) below.)*

(Complete the Agreement Between Brokers on page 13 only if (1) is selected.)

☐ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

☐ (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:
☐ _____ % of the sales price.

Cooperating Broker a total cash fee of:
☐ _____ % of the sales price.

The cash fees will be paid in _____ County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:

- (1) ☒ 30 days after the expiration of the feasibility period.
☐ _____ (specific date).
☐ _____

(2) 7 days after objections made under Paragraph 6C have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

C. At closing, Seller will execute and deliver, at Seller's expense, a ☐ general ☒ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:

- (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
- (2) without any assumed loans in default; and
- (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

D. At closing, Seller, at Seller's expense, will also deliver to Buyer:

- (1) tax statements showing no delinquent taxes on the Property;
- (2) an assignment of all leases to or on the Property;
- (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
- (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
- (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
- (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.

E. At closing, Buyer will:

- (1) pay the sales price in good funds acceptable to the title company;
- (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
- (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;
- (4) sign an assumption of all leases then in effect; and
- (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

1. Buyer shall have a one-time option to extend the Feasibility Period 30 days by providing written notice to Seller prior to the end of the original Feasibility Period and so long as Buyer can reasonably demonstrate its progress in performing due diligence.

Continued... See Addendum Special Provisions 1

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:

- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
- (2) release of Seller's loan liability, if applicable;
- (3) tax statements or certificates;
- (4) preparation of the deed;
- (5) one-half of any escrow fee;
- (6) costs to record any documents to cure title objections that Seller must cure; and
- (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:

- (1) all loan expenses and fees;
- (2) preparation of any deed of trust;
- (3) recording fees for the deed and any deed of trust;
- (4) premiums for flood insurance as may be required by Buyer's lender;
- (5) one-half of any escrow fee;
- (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or

(Check if applicable)

☐ ~~enforce specific performance, or seek such other relief as may be provided by law.~~ **64 TP**

- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:

- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
- (2) extend the time for performance up to 15 days and the closing will be extended as necessary.

- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:

- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
- (2) enforce specific performance, ~~or seek such other relief as may be provided by law, or both.~~ **64 TP**

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or
- B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
 - (1) Seller and the sales price will be reduced by the same amount; or
 - (2) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursal of the earnest money.

- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. ☐ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: ~~(Check only one box.)~~ 64 TP

- ☐ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408).
- ☐ B. Except as otherwise provided in this contract, Seller is not aware of:
- (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and ~~adversely affect the ordinary use of the Property;~~
 - ~~(10) any condition on the Property that violates any law or ordinance.~~
- (Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)*

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- ☒ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- ☒ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas.

If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.

- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- D. Addenda which are part of this contract are: *(Check all that apply.)*
- ☒ (1) Property Description Exhibit identified in Paragraph 2;
 - ☐ (2) Commercial Contract Financing Addendum (TAR-1931);
 - ☐ (3) Commercial Property Condition Statement (TAR-1408);
 - ☐ (4) Commercial Contract Addendum for Special Provisions (TAR-1940);
 - ☐ (5) Notice to Purchaser of Real Property in a Water District (MUD);
 - ☐ (6) Addendum for Coastal Area Property (TAR-1915);
 - ☐ (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
 - ☐ (8) Information About Brokerage Services (TAR-2501); and
 - ☐ (9) _____

(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)

- E. Buyer ☒ may ☐ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract.
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on April 2018, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. **CONSULT your attorney BEFORE signing.**

Seller: City of Seabrook

Buyer: PG Legacies Inc

By: _____

By (signature): _____

Printed Name: _____

Title: _____

By: Tonya Porter

By (signature): Tonya Porter

Printed Name: Tonya Porter

Title: President

By: _____

By (signature): _____

Printed Name: _____

Title: _____

By: Frank Porter

By (signature): Frank Porter

Printed Name: Frank Porter

Title: Vice President.

AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay _____ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

☐ \$ _____, or
☐ _____ % of the sales price, or
☐ _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: _____ Cooperating Broker: _____

By: _____ By: _____

ATTORNEYS

Seller's attorney: _____ Buyer's attorney: _____

Address: _____ Address: _____

Phone & Fax: _____ Phone & Fax: _____

E-mail: _____ E-mail: _____

Seller's attorney requests copies of documents, notices, and other information:

☐ the title company sends to Seller.
☐ Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:

☐ the title company sends to Buyer.
☐ Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

☐ A. the contract on this day _____ (effective date);
☐ B. earnest money in the amount of \$ _____ in the form of _____ on _____.

Title company: _____ Address: _____

By: _____ Phone & Fax: _____

Assigned file number (GF#): _____ E-mail: _____

ADDENDUM

PROPERTY: _____

1) Special Provisions

2. Survey cost of \$3,000 shall be applied to the purchase price at closing and funding. The survey have been provided to Seller by the Buyer.

3. Purchaser may assign contract to a wholly owned subsidiary

4. It shall be a condition precedent to the City's obligation hereunder that this Contract be finally approved by the City Council and City of Seabrook.

*of the
CPTA*

Date: _____

Signature _____

Date: _____

Signature _____

Date: April 5, 2018

Signature *[Signature]*

Date: 4/6/18

Signature *[Signature]*

Addendum



Agenda Briefing

Date of Meeting: 4/17/2018

Submitting Department: Communications

Date Submitted: 4/11/18

Prepared By: L Petersen

Presenter: L Petersen

Will there be a guest/visitor presenter who is not an employee?: ☐ Yes ☒ No

What is this person's first and last name and affiliation to this item?: LeaAnn
Dearman

Subject: Celebration Seabrook 2018 Budget

Type of Item: ☐ Ordinance ☐ Resolution ☐ Contract/Agreement ☐ Public Hearing ☒ Discussion & Direction

Executive Summary: The Communication Department has prepared a budget for the the 2018 Celebration Seabrook event based on increading the entertainment line item and decreasing the production line item. The department has begun researching and creating offers for entertainers in order to secure them for the 2018 event. In addition, once the budget is approved, they will then seeks bids for the production services.

Background/Issue (What prompted this need?):

Budget Analysis/Funding Comments: After much consideration, city staff has decided to hold the event on October 6 rather than in November, therefore, similar to previous years, the budget consideration tonight will be in regards to the 18/19 budget; event expenses will be "pre-paid" out of the 17/18 fiscal year but will be booked to the 18/19 year.

The event will produce revenue that will go towards event expenditures. In the event that event revenue does not completely cover event expenditures, then funds from Hotel Occupancy Tax will be utilized for remaining expenses. At this time, city staff estimates that approximately \$55,000 will need to be budgeted from the 18/19 HOT Funds to cover forecasted expenses, while taking into consideration forecasted revenue.

Expenditure Required: \$55,000

Budgeted Amount: \$ **Source of Funds/Funding Account:** HOT Fund

Not Budgeted: If approved, the following will be included in the next Budget Amendment and \$ will be added to Revenue Account: and \$ added to Expenditure Account:

1295 Form Required? ☐ Yes ☐ No

Name of Applicant (if applicable) :

Legal Description/Location (if applicable):

Supporting Materials Attached:

1. Forecasted 2018 Celebration Seabrook Budget
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.

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

10.

Recommended Placement on Agenda: New Business

Recommended Action: Approve

Reviewed by Department Director, if applicable ☒

Reviewed by Finance Director, if applicable ☐

Reviewed by City Attorney, if applicable ☐

Reviewed by City Manager ☐

2018 Celebration Seabrook Budget					
REVENUE					
Project Code	Description	2015	2016	2017	2018 (Forecasted)
	Sponsors	\$65,050	\$68,250	\$64,750	\$75,000
	Merchants	\$5,594	\$4,581	\$2,877	
	Artists	n/a	\$930	\$1,910	\$6,500
	Food Vendors	\$1,890	\$1,150	\$1,811	\$2,200
	Online Ticket Sales	\$13,030	\$8,711	\$2,980	
	Walk Up CC Tickets	\$7,491	\$2,566	\$2,953	
	Walk Up Cash Sales	\$9,840	\$6,080	\$6,905	\$15,000
	Kid Zone Wristbands	n/a	n/a	n/a	\$5,000
	Drink Tickets	\$16,501	\$10,390	\$6,873	\$12,000
	Merchandise	n/a	\$960	\$1,418	\$2,000
	Miscellaneous	\$2,230	\$116	\$120	\$0
	TOTAL	\$121,626	\$103,735	\$92,597	\$117,700
EXPENDITURES					
Project Code	Description	2015	2016	2017	2018 (Forecasted)
	Production Fees	\$35,000	\$38,500	\$46,000	\$20,000
	Commissions	\$9,520	\$9,185	\$7,150	n/a
	Entertainment	\$12,200	\$6,000	\$7,300	\$35,000
	Kid Activities	\$6,259	\$9,031	\$7,813	\$10,000
	Beverages	\$8,785	\$8,263	\$6,765	\$9,000
	Parking	\$400	\$660	\$285	
	Transportation	\$2,975	\$4,165	\$0	\$3,500
	Rentals	\$37,876	\$39,106	\$28,091	\$25,000
	Supplies	\$2,314	\$643	\$0	\$5,000
	Staffing	\$10,586	\$14,117	\$11,535	\$12,000
	Permitting	\$481	\$401	\$265	
	Insurance	\$4,660	\$4,060	\$4,465	\$5,500
	Lease Agreements	\$200	\$1,300	n/a	n/a
	General Misc.	\$1,671	\$3,785	\$800	\$2,500
	TOTAL GENERAL	\$132,927	\$139,216	\$120,469	n/a
	Graphic Design	\$2,200	\$2,000	\$500	\$1,000
	Printing	\$700	\$906	\$675	\$2,500
	Promotional Items	\$1,750	\$2,525	\$1,185	\$1,200
	Signage	\$3,419	\$2,028	\$1,725	\$2,500
	Digital Advertising	\$375	\$700	\$1,980	
	Print Advertising	\$4,465	\$4,092	\$4,363	
	Radio Advertising	\$8,935	\$6,995	\$5,005	
	Social Media Advertising	\$997	\$742	\$755	
	Bulletin Boards	n/a	\$7,416	\$7,023	\$22,000
	Public Relations	\$8,000	\$9,000	\$8,000	\$8,000
	Art Components	n/a	\$6,189	\$8,500	\$8,000
	HOT Miscellaneous	\$112	n/a	\$500	n/a
	TOTAL HOT	\$30,953	\$42,592	\$40,210	n/a
	TOTAL	\$163,880	\$181,808	\$160,679	\$172,700
	Revenue vs. Expense	-\$42,254	-\$78,073	-\$68,081	-\$55,000
	Budgeted HOT Applied	\$30,000	\$45,000	\$45,000	\$55,000
	General Reserves (needed)	-\$12,254	-\$33,073	\$0	\$0
	HOT Reserves (needed)	\$0	\$0	-\$23,081	\$0

SEABROOK

City of Seabrook Monthly Statistics

Alarm Date Between {03/01/2018} And
{03/31/2018} and District = "1"

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
143 Grass fire	3	4.62%	\$0	0.00%
	3	4.62%	\$0	0.00%
3 Rescue & Emergency Medical Service Incident				
311 Medical assist, assist EMS crew	48	73.85%	\$0	0.00%
	48	73.85%	\$0	0.00%
4 Hazardous Condition (No Fire)				
444 Power line down	1	1.54%	\$0	0.00%
	1	1.54%	\$0	0.00%
5 Service Call				
500 Service Call, other	1	1.54%	\$0	0.00%
5312 Smoke or odor problem	1	1.54%	\$0	0.00%
	2	3.08%	\$0	0.00%
6 Good Intent Call				
600 Good intent call, Other	1	1.54%	\$0	0.00%
6111 Dispatched & cancelled en route to automatic alarm	1	1.54%	\$0	0.00%
6112 Dispatched & cancelled en route EMS	1	1.54%	\$0	0.00%
651 Smoke scare, odor of smoke	1	1.54%	\$0	0.00%
	4	6.15%	\$0	0.00%
7 False Alarm & False Call				
740 Unintentional transmission of alarm, Other	1	1.54%	\$0	0.00%
745 Alarm system activation, no fire - unintentional	6	9.23%	\$0	0.00%
	7	10.77%	\$0	0.00%
Total Incident Count:	65		Total Est Loss:	\$0

SEABROOK

City of Seabrook Monthly Statistics

Alarm Date Between {03/01/2018} And {03/31/2018}
and District = "1"

Total Number of Incidents	65	Total Number of Responding Personnel	313
Average Turnout per Incident	5		

SEABROOK

City of Seabrook Monthly Statistics

Alarm Date Between {03/01/2018} And {03/31/2018}
and District = "1"

1 Seabrook

Incident	Alarm Date & Time		Arrival Date & Time		Stn	Shift	Response Time
143 Grass fire							
18-0180210	03/26/2018	14:28:55	03/26/2018	14:31:37	1	1	00:02:42
18-0180213	03/27/2018	12:47:39	03/27/2018	12:53:34	1	1	00:05:55
18-0180223	03/31/2018	15:55:29	03/31/2018	15:59:02	1	2	00:03:33
Average Response Time for District/Incident Type							00:04:03
311 Medical assist, assist EMS crew							
18-0180146	03/02/2018	20:59:13	03/02/2018	21:03:05	1	2	00:03:52
18-0180147	03/03/2018	21:09:28	03/03/2018	21:13:02	1	2	00:03:34
18-0180148	03/03/2018	21:27:01	03/03/2018	21:31:27	1	2	00:04:26
18-0180150	03/05/2018	13:25:57	03/05/2018	13:29:35	1	1	00:03:38
18-0180151	03/05/2018	13:27:20	03/05/2018	13:29:22	1	1	00:02:02
18-0180152	03/05/2018	20:31:33	03/05/2018	20:35:05	1	2	00:03:32
18-0180154	03/06/2018	13:26:22	03/06/2018	13:32:01	1	1	00:05:39
18-0180158	03/07/2018	07:48:04	03/07/2018	07:56:39	1	1	00:08:35
18-0180159	03/08/2018	12:39:06	03/08/2018	12:43:43	1	1	00:04:37
18-0180160	03/08/2018	14:29:58	03/08/2018	14:33:25	1	1	00:03:27
18-0180161	03/08/2018	17:20:48	03/08/2018	17:24:00	1	2	00:03:12
18-0180162	03/08/2018	19:55:12	03/08/2018	19:59:00	1	2	00:03:48
18-0180163	03/08/2018	21:07:02	03/08/2018	21:14:44	1	2	00:07:42
18-0180164	03/09/2018	18:13:06	03/09/2018	18:17:15	1	2	00:04:09
18-0180165	03/09/2018	23:09:21	03/09/2018	23:13:00	1	3	00:03:39
18-0180166	03/09/2018	23:45:54	03/09/2018	23:47:40	1	3	00:01:46
18-0180169	03/11/2018	05:07:29	03/11/2018	05:13:00	1	3	00:05:31
18-0180171	03/12/2018	12:56:06	03/12/2018	12:57:58	1	1	00:01:52
18-0180172	03/12/2018	22:30:56	03/12/2018	22:35:00	1	2	00:04:04
18-0180173	03/14/2018	02:28:52	03/14/2018	02:31:00	1	3	00:02:08
18-0180174	03/14/2018	11:19:09	03/14/2018	11:22:31	1	1	00:03:22
18-0180175	03/14/2018	11:31:22	03/14/2018	11:37:13	1	1	00:05:51
18-0180178	03/15/2018	12:56:14	03/15/2018	13:02:44	1	1	00:06:30
18-0180179	03/15/2018	16:32:36	03/15/2018	16:41:12	1	2	00:08:36
18-0180180	03/16/2018	11:40:51	03/16/2018	12:00:00	1	1	00:19:09
18-0180181	03/16/2018	18:50:29	03/16/2018	18:58:45	1	1	00:08:16
18-0180182	03/17/2018	00:14:04	03/17/2018	00:21:42	1	3	00:07:38
18-0180183	03/17/2018	00:32:02	03/17/2018	00:36:56	1	3	00:04:54
18-0180184	03/17/2018	10:24:53	03/17/2018	10:29:17	1	1	00:04:24
18-0180188	03/18/2018	06:53:53	03/18/2018	06:54:53	1	3	00:01:00
18-0180191	03/19/2018	07:45:47	03/19/2018	07:48:44	1	1	00:02:57
18-0180192	03/19/2018	09:33:27	03/19/2018	09:37:30	1	1	00:04:03
18-0180194	03/20/2018	00:29:32	03/20/2018	00:31:21	1	3	00:01:49
18-0180195	03/20/2018	18:16:12	03/20/2018	18:20:52	1	2	00:04:40
18-0180197	03/23/2018	13:53:42	03/23/2018	13:58:43	1	1	00:05:01
18-0180198	03/24/2018	15:08:00	03/24/2018	15:08:00	1	2	00:00:00
18-0180199	03/24/2018	19:59:46	03/24/2018	20:01:42	1	2	00:01:56

SEABROOK

City of Seabrook Monthly Statistics

Alarm Date Between {03/01/2018} And {03/31/2018}
and District = "1"

1 Seabrook

Incident	Alarm Date & Time		Arrival Date & Time		Stn	Shift	Response Time
311 Medical assist, assist EMS crew							
18-0180201	03/25/2018	09:58:12	03/25/2018	10:04:52	1	1	00:06:40
18-0180202	03/25/2018	11:45:29	03/25/2018	11:49:51	1	1	00:04:22
18-0180203	03/25/2018	14:35:54	03/25/2018	14:44:08	1	1	00:08:14
18-0180205	03/25/2018	19:15:54	03/25/2018	19:21:41	1	2	00:05:47
18-0180214	03/27/2018	23:03:58	03/27/2018	23:11:26	1	3	00:07:28
18-0180216	03/28/2018	13:53:22	03/28/2018	13:56:52	1	1	00:03:30
18-0180217	03/29/2018	08:04:05	03/29/2018	08:14:04	1	1	00:09:59
18-0180221	03/31/2018	02:29:25	03/31/2018	02:32:00	1	3	00:02:35
18-0180222	03/31/2018	11:26:35	03/31/2018	11:30:46	1	1	00:04:11
18-0180224	03/31/2018	21:23:14	03/31/2018	21:28:04	1	2	00:04:50
Average Response Time for District/Incident Type							00:04:48
444 Power line down							
18-0180144	03/01/2018	16:36:18	03/01/2018	16:37:40	1	2	00:01:22
Average Response Time for District/Incident Type							00:01:22
500 Service Call, other							
18-0180177	03/14/2018	18:05:41	03/14/2018	18:08:36	1	2	00:02:55
Average Response Time for District/Incident Type							00:02:55
5312 Smoke or odor problem							
18-0180193	03/19/2018	19:13:33	03/19/2018	19:18:00	1	2	00:04:27
Average Response Time for District/Incident Type							00:04:27
600 Good intent call, Other							
18-0180204	03/25/2018	15:11:15	03/25/2018	15:15:01	1	2	00:03:46
Average Response Time for District/Incident Type							00:03:46
651 Smoke scare, odor of smoke							
18-0180206	03/25/2018	19:29:45	03/25/2018	19:33:24	1	2	00:03:39
Average Response Time for District/Incident Type							00:03:39
740 Unintentional transmission of alarm, Other							
18-0180209	03/26/2018	10:22:12	03/26/2018	10:30:03	1	1	00:07:51
Average Response Time for District/Incident Type							00:07:51
745 Alarm system activation, no fire - unintentional							
18-0180168	03/10/2018	21:25:28	03/10/2018	21:30:00	1	2	00:04:32
18-0180189	03/18/2018	16:51:56	03/18/2018	16:57:26	1	2	00:05:30
18-0180196	03/23/2018	08:12:23	03/23/2018	08:18:07	1	1	00:05:44
18-0180208	03/26/2018	09:50:34	03/26/2018	09:56:00	1	1	00:05:26
18-0180211	03/26/2018	16:38:40	03/26/2018	16:41:54	1	2	00:03:14
18-0180212	03/27/2018	12:41:17	03/27/2018	12:47:00	1	1	00:05:43
Average Response Time for District/Incident Type							00:05:02

Total Incident Count: 63

Overall Average Response Time: 00:04:42



Seabrook Police Department

(FISCAL YEAR)

City Wide STAAC Report

Strategic, Tactical & Administrative Analysis of Crime

Actual Month/Year: March/2018

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

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

Summary of Calls for Service	March			Year To Date		
	2017	2018	% Change	2017	2018	% Change
Officer Initiated	225	180	-20.00	1,126	1,229	9.15
Citizen Initiated	516	558	8.14	2,650	3,009	13.55
Grand Totals:	741	738	-0.40	3,776	4,238	12.24

City Wide UCR Summary Offense Data

Part I Violent Crime	5	2	-60.00	18	10	-44.44
Part I Property Crime	14	6	-57.14	80	74	-7.50
Part II (All Other Offenses)	57	48	-15.79	260	221	-15.00
Grand Totals:	76	56	-26.32	358	305	-14.80

City Wide UCR Crimes Assigned to Investigations

Part I Violent Crime	4	3	-25.00	16	11	-31.25
Part I Property Crime	10	8	-20.00	83	74	-10.84
Part II (All Other Offenses)	38	54	42.11	263	245	-6.84
Grand Totals:	52	65	25.00	362	330	-8.84

City Wide UCR Crimes Cleared by Investigations

Part I Violent Crime	4	3	-25.00	11	8	-27.27
Part I Property Crime	6	3	-50.00	27	25	-7.41
Part II (All Other Offenses)	29	43	48.28	213	210	-1.41
Grand Totals:	39	49	25.64	251	243	-3.19

City Wide UCR Summary Arrest Data

Total Adult Arrests

Part I Violent Crime Arrest	2	2	0.00	4	5	25.00
Part I Property Crime Arrest	0	0	NC*	5	5	0.00
Part II (All Other Offenses) Arrest	119	76	-36.13	730	394	-46.03
Grand Totals:	121	78	-35.54	739	404	-45.33

Total Juvenile Arrests

Part I Property Crime Arrest	0	0	NC*	0	0	NC*
Part II (All Other Offenses) Arrest	0	0	NC*	0	4	NC*
Grand Totals:	0	0	NC*	0	4	NC*

Total Arrests

Part I Violent Crime Arrest	2	2	0.00	4	5	25.00
Part I Property Crime Arrest	0	0	NC*	5	5	0.00
Part II (All Other Offenses) Arrest	119	76	-36.13	730	398	-45.48
Grand Totals:	121	78	-35.54	739	408	-44.79

City Wide Misc. RMS Summary Data

	March			Year To Date		
	2017	2018	% Change	2017	2018	% Change
Field Contacts	0	9	NC*	0	29	NC*
Stolen Property	\$65,007.39	\$10,560.51	-83.75	\$577,475.21	\$411,795.17	-28.69
Recovered Property	\$9,470.00	\$350.00	-96.30	\$70,710.80	\$37,815.75	-46.52
Injury Accidents	0	0	NC*	0	0	NC*
Total Accident Reports	0	0	NC*	0	0	NC*
Total Citations	0	0	NC*	0	0	NC*

City Wide Calls for Service

Selected Calls for Service Categories	March				Year to Date		
	2017	2018	% Change		2017	2018	% Change
All Alarms	55	49	-10.91		300	273	-9.00
False Alarms	40	34	-15.00		204	212	3.92
Disturbance / Assault	46	47	2.17		270	290	7.41
Narcotics Investigation	3	5	66.67		13	18	38.46
Disorderly	2	2	0.00		6	7	16.67
Theft	19	7	-63.16		105	72	-31.43
Weapons Related	1	2	100.00		1	8	700.00
Traffic Stops	356	453	27.25		2275	1804	-20.70
Traffic Accidents	62	44	-29.03		275	269	-2.18

City Wide Reported Crime Breakdown

Part I Violent Crime

Attempted Rape	0	0	NC*	0	0	NC*
Rape	1	0	-100.00	5	1	-80.00
RAPE	1	0	-100.00	5	1	-80.00
Robbery - Firearm	1	0	-100.00	2	1	-50.00
Robbery - Knife	0	0	NC*	1	0	-100.00
Robbery - Strongarm	2	0	-100.00	5	2	-60.00
ROBBERY	3	0	-100.00	8	3	-62.50
Aggravated Assault with Firearm	1	1	0.00	2	2	0.00
Aggravated Assault with Knife	0	0	NC*	1	0	-100.00
Aggravated Assault with Other Weapon	0	1	NC*	2	3	50.00
Aggravated Assault with Personal Weapons	0	0	NC*	0	1	NC*
AGGRAVATED ASSAULT	1	2	100.00	5	6	20.00
UCR Totals:	5	2	-60.00	18	10	-44.44

Part I Property Crime

Burglary Forcible	1	1	0.00	5	6	20.00
Burglary Non-Forcible	6	1	-83.33	9	10	11.11
BURGLARY	7	2	-71.43	14	16	14.29
Theft - Bicycle	0	0	NC*	1	1	0.00
Theft - From Buildings	0	0	NC*	0	1	NC*
Theft - From Coin Operated Machine	0	0	NC*	0	1	NC*
Theft - From Motor Vehicle (Except Parts)	2	1	-50.00	17	11	-35.29
Theft - Motor Vehicle Parts/Accessories	0	0	NC*	0	0	NC*
Theft - Other	5	2	-60.00	38	39	2.63
Theft - Shoplifting	0	0	NC*	1	0	-100.00
LARCENY	7	3	-57.14	57	53	-7.02
Auto	0	1	NC*	6	5	-16.67
Other Vehicles	0	0	NC*	0	0	NC*
Truck/Bus	0	0	NC*	3	0	-100.00
THEFT OF MOTOR VEHICLE	0	1	NC*	9	5	-44.44
UCR Totals:	14	6	-57.14	80	74	-7.50

Part II (All Other Offenses)

OTHER ASSAULTS	12	14	16.67	69	70	1.45
FORGERY	1	1	0.00	4	1	-75.00
FRAUD	8	3	-62.50	22	11	-50.00
STOLEN PROPERTY: Buying, Receiving, Possessing	0	0	NC*	1	0	-100.00
VANDALISM	2	2	0.00	15	12	-20.00
WEAPONS: Carrying, Possessing, Etc.	2	2	0.00	4	4	0.00
SEX OFFENSE (Except Forcible Rape & Prostitution)	1	1	0.00	2	2	0.00
DRUG OFFENSE	10	4	-60.00	48	16	-66.67
OFFENSES AGAINST THE FAMILY & CHILDREN	0	0	NC*	1	0	-100.00
DRIVING UNDER THE INFLUENCE	4	7	75.00	18	36	100.00
LIQUOR LAWS	0	1	NC*	0	2	NC*
DRUNKENNESS	0	0	NC*	2	2	0.00
DISORDERLY CONDUCT	1	0	-100.00	1	0	-100.00
RUNAWAYS (PERSONS UNDER AGE 18)	0	1	NC*	1	1	0.00

ALL OTHER REPORTABLE OFFENSES	9	4	-55.56	40	33	-17.50
NON - REPORTABLE OFFENSES	7	8	14.29	32	31	-3.13
UCR Totals:	57	48	-15.79	260	221	-15.00
Grand Totals:	76	56	-26.32	358	305	-14.80

City Wide Breakdown of Arrests

Part I Violent Crime Arrest

Robbery - Firearm	0	0	NC*	0	0	NC*
Robbery - Knife	0	0	NC*	0	0	NC*
Robbery - Other	0	1	NC*	0	1	NC*
Robbery - Strongarm	1	0	-100.00	1	1	0.00

ROBBERY

Aggravated Assault with Firearm	1	1	0.00	1	2	100.00
Aggravated Assault with Knife	1	1	0.00	1	1	0.00
Aggravated Assault with Other Weapon	0	0	NC*	1	0	-100.00
Aggravated Assault with Personal Weapons	0	0	NC*	1	1	0.00
	0	0	NC*	0	1	NC*

AGGRAVATED ASSAULT

UCR Totals:	2	2	0.00	4	5	25.00
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Part I Property Crime Arrest

Burglary Forcible	0	0	NC*	0	0	NC*
Burglary Non-Forcible	0	0	NC*	0	3	NC*

BURGLARY

Theft - From Motor Vehicle (Except Parts)	0	0	NC*	0	3	NC*
Theft - Other	0	0	NC*	1	0	-100.00
Theft - Shoplifting	0	0	NC*	1	2	100.00
	0	0	NC*	3	0	-100.00

LARCENY

Auto	0	0	NC*	5	2	-60.00
Other Vehicles	0	0	NC*	0	0	NC*
	0	0	NC*	0	0	NC*

THEFT OF MOTOR VEHICLE

UCR Totals:	0	0	NC*	5	5	0.00
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Part II (All Other Offenses) Arrest

OTHER ASSAULTS

FORGERY

FRAUD

STOLEN PROPERTY: Buying, Receiving, Possessing

VANDALISM

WEAPONS: Carrying, Possessing, Etc.

PROSTITUTION & COMMERCIALIZED VICE

SEX OFFENSE (Except Forcible Rape & Prostitution)

DRUG OFFENSE

OFFENSES AGAINST THE FAMILY & CHILDREN

DRIVING UNDER THE INFLUENCE

LIQUOR LAWS

DRUNKENNESS

DISORDERLY CONDUCT

ALL OTHER REPORTABLE OFFENSES

NON - REPORTABLE OFFENSES

UCR Totals:	119	76	-36.13	730	394	-46.03
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Grand Totals:	121	78	-35.54	739	404	-45.33
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City Wide Breakdown of Juvenile Arrests

Part I Property Crime Arrest

Theft - Other	0	0	NC*	0	0	NC*
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LARCENY

UCR Totals:	0	0	NC*	0	0	NC*
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Part II (All Other Offenses) Arrest

ALL OTHER REPORTABLE OFFENSES

	0	0	NC*	0	4	NC*
UCR Totals:	0	0	NC*	0	4	NC*
Grand Totals:	0	0	NC*	0	4	NC*

Production Notes**General Information:**

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

Call for Service Information:

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

Reported Crime Information:

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

Arrest Information:

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

Field Investigations:

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



Seabrook Police Department

(FISCAL YEAR)

City Wide STAAC Report

Strategic, Tactical & Administrative Analysis of Crime

Actual Month/Year: February/2018

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

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

Summary of Calls for Service	February			Year To Date		
	2017	2018	% Change	2017	2018	% Change
Officer Initiated	195	193	-1.03	901	1,049	16.43
Citizen Initiated	428	444	3.74	2,134	2,451	14.85
Grand Totals:	623	637	2.25	3,035	3,500	15.32

City Wide UCR Summary Offense Data

Part I Violent Crime	3	2	-33.33	13	9	-30.77
Part I Property Crime	11	16	45.45	66	68	3.03
Part II (All Other Offenses)	43	39	-9.30	203	174	-14.29
Grand Totals:	57	57	0.00	282	251	-10.99

City Wide UCR Crimes Assigned to Investigations

Part I Violent Crime	3	1	-66.67	12	8	-33.33
Part I Property Crime	17	17	0.00	73	66	-9.59
Part II (All Other Offenses)	49	31	-36.73	225	191	-15.11
Grand Totals:	69	49	-28.99	310	265	-14.52

City Wide UCR Crimes Cleared by Investigations

Part I Violent Crime	1	0	-100.00	8	5	-37.50
Part I Property Crime	5	2	-60.00	19	20	5.26
Part II (All Other Offenses)	45	26	-42.22	186	162	-12.90
Grand Totals:	51	28	-45.10	213	187	-12.21

City Wide UCR Summary Arrest Data

Total Adult Arrests

Part I Violent Crime Arrest	0	0	NC*	2	3	50.00
Part I Property Crime Arrest	0	0	NC*	5	5	0.00
Part II (All Other Offenses) Arrest	139	75	-46.04	611	318	-47.95
Grand Totals:	139	75	-46.04	618	326	-47.25

Total Juvenile Arrests

Part I Property Crime Arrest	0	0	NC*	0	0	NC*
Part II (All Other Offenses) Arrest	0	0	NC*	0	4	NC*
Grand Totals:	0	0	NC*	0	4	NC*

Total Arrests

Part I Violent Crime Arrest	0	0	NC*	2	3	50.00
Part I Property Crime Arrest	0	0	NC*	5	5	0.00
Part II (All Other Offenses) Arrest	139	75	-46.04	611	322	-47.30
Grand Totals:	139	75	-46.04	618	330	-46.60

City Wide Misc. RMS Summary Data

	February			Year To Date		
	2017	2018	% Change	2017	2018	% Change
Field Contacts	0	16	NC*	0	20	NC*
Stolen Property	\$21,627.84	\$42,804.02	97.91	\$512,467.82	\$401,234.66	-21.71
Recovered Property	\$7,974.80	\$1,500.00	-81.19	\$61,240.80	\$37,465.75	-38.82
Injury Accidents	0	0	NC*	0	0	NC*
Total Accident Reports	0	0	NC*	0	0	NC*
Total Citations	0	0	NC*	0	0	NC*

City Wide Calls for Service

Selected Calls for Service Categories	February				Year to Date		
	2017	2018	% Change		2017	2018	% Change
All Alarms	46	42	-8.70		245	224	-8.57
False Alarms	27	33	22.22		164	178	8.54
Disturbance / Assault	53	37	-30.19		224	243	8.48
Narcotics Investigation	4	3	-25.00		10	13	30.00
Disorderly	1	1	0.00		4	5	25.00
Theft	21	12	-42.86		86	65	-24.42
Weapons Related	0	1	NC*		0	6	NC*
Traffic Stops	475	392	-17.47		1919	1351	-29.60
Traffic Accidents	37	32	-13.51		213	225	5.63

City Wide Reported Crime Breakdown

Part I Violent Crime

Attempted Rape	0	0	NC*	0	0	NC*
Rape	1	2	100.00	4	2	-50.00
RAPE	1	2	100.00	4	2	-50.00
Robbery - Firearm	0	0	NC*	1	1	0.00
Robbery - Knife	0	0	NC*	1	0	-100.00
Robbery - Strongarm	2	0	-100.00	3	2	-33.33
ROBBERY	2	0	-100.00	5	3	-40.00
Aggravated Assault with Firearm	0	0	NC*	1	1	0.00
Aggravated Assault with Knife	0	0	NC*	1	0	-100.00
Aggravated Assault with Other Weapon	0	0	NC*	2	2	0.00
Aggravated Assault with Personal Weapons	0	0	NC*	0	1	NC*
AGGRAVATED ASSAULT	0	0	NC*	4	4	0.00
UCR Totals:	3	2	-33.33	13	9	-30.77

Part I Property Crime

Burglary Forcible	2	1	-50.00	4	5	25.00
Burglary Non-Forcible	1	2	100.00	3	9	200.00
BURGLARY	3	3	0.00	7	14	100.00
Theft - Bicycle	0	0	NC*	1	1	0.00
Theft - From Buildings	0	1	NC*	0	1	NC*
Theft - From Coin Operated Machine	0	1	NC*	0	1	NC*
Theft - From Motor Vehicle (Except Parts)	4	2	-50.00	15	10	-33.33
Theft - Motor Vehicle Parts/Accessories	0	0	NC*	0	0	NC*
Theft - Other	4	8	100.00	33	36	9.09
Theft - Shoplifting	0	0	NC*	1	0	-100.00
LARCENY	8	12	50.00	50	49	-2.00
Auto	0	0	NC*	6	4	-33.33
Other Vehicles	0	1	NC*	0	1	NC*
Truck/Bus	0	0	NC*	3	0	-100.00
THEFT OF MOTOR VEHICLE	0	1	NC*	9	5	-44.44
UCR Totals:	11	16	45.45	66	68	3.03

Part II (All Other Offenses)

OTHER ASSAULTS	11	12	9.09	57	56	-1.75
FORGERY	2	0	-100.00	3	0	-100.00
FRAUD	3	4	33.33	14	9	-35.71
STOLEN PROPERTY: Buying, Receiving, Possessing	0	0	NC*	1	0	-100.00
VANDALISM	1	1	0.00	13	10	-23.08
WEAPONS: Carrying, Possessing, Etc.	0	1	NC*	2	2	0.00
SEX OFFENSE (Except Forcible Rape & Prostitution)	1	0	-100.00	1	1	0.00
DRUG OFFENSE	7	4	-42.86	38	12	-68.42
OFFENSES AGAINST THE FAMILY & CHILDREN	0	0	NC*	1	0	-100.00
DRIVING UNDER THE INFLUENCE	5	7	40.00	14	29	107.14
LIQUOR LAWS	0	0	NC*	0	1	NC*
DRUNKENNESS	1	1	0.00	2	2	0.00
DISORDERLY CONDUCT	0	0	NC*	0	0	NC*
RUNAWAYS (PERSONS UNDER AGE 18)	0	0	NC*	1	0	-100.00

ALL OTHER REPORTABLE OFFENSES	7	6	-14.29	31	29	-6.45
NON - REPORTABLE OFFENSES	5	3	-40.00	25	23	-8.00
UCR Totals:	43	39	-9.30	203	174	-14.29
Grand Totals:	57	57	0.00	282	251	-10.99

City Wide Breakdown of Arrests

Part I Violent Crime Arrest

Robbery - Firearm	0	0	NC*	0	0	NC*
Robbery - Knife	0	0	NC*	0	0	NC*
Robbery - Other	0	0	NC*	0	0	NC*
Robbery - Strongarm	0	0	NC*	0	1	NC*

ROBBERY

Aggravated Assault with Firearm	0	0	NC*	0	0	NC*
Aggravated Assault with Knife	0	0	NC*	1	0	-100.00
Aggravated Assault with Other Weapon	0	0	NC*	1	1	0.00
Aggravated Assault with Personal Weapons	0	0	NC*	0	1	NC*

AGGRAVATED ASSAULT

UCR Totals:	0	0	NC*	2	3	50.00
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Part I Property Crime Arrest

Burglary Forcible	0	0	NC*	0	0	NC*
Burglary Non-Forcible	0	0	NC*	0	3	NC*

BURGLARY

Theft - From Motor Vehicle (Except Parts)	0	0	NC*	1	0	-100.00
Theft - Other	0	0	NC*	1	2	100.00
Theft - Shoplifting	0	0	NC*	3	0	-100.00

LARCENY

Auto	0	0	NC*	5	2	-60.00
Other Vehicles	0	0	NC*	0	0	NC*

THEFT OF MOTOR VEHICLE

UCR Totals:	0	0	NC*	5	5	0.00
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Part II (All Other Offenses) Arrest

OTHER ASSAULTS

FORGERY

FRAUD

STOLEN PROPERTY: Buying, Receiving, Possessing

VANDALISM

WEAPONS: Carrying, Possessing, Etc.

PROSTITUTION & COMMERCIALIZED VICE

SEX OFFENSE (Except Forcible Rape & Prostitution)

DRUG OFFENSE

OFFENSES AGAINST THE FAMILY & CHILDREN

DRIVING UNDER THE INFLUENCE

LIQUOR LAWS

DRUNKENNESS

DISORDERLY CONDUCT

ALL OTHER REPORTABLE OFFENSES

NON - REPORTABLE OFFENSES

UCR Totals:	139	75	-46.04	611	318	-47.95
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Grand Totals:	139	75	-46.04	618	326	-47.25
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City Wide Breakdown of Juvenile Arrests

Part I Property Crime Arrest

Theft - Other	0	0	NC*	0	0	NC*
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LARCENY

UCR Totals:	0	0	NC*	0	0	NC*
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Part II (All Other Offenses) Arrest

ALL OTHER REPORTABLE OFFENSES

	0	0	NC*	0	4	NC*
UCR Totals:	0	0	NC*	0	4	NC*
Grand Totals:	0	0	NC*	0	4	NC*

Production Notes**General Information:**

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

Call for Service Information:

- Call for Service data was pulled by Create Date.
- The following call types have been excluded from this report: "Call Police", "Court", "DOT", "Follow Up", "Meal Break", "Meet", "Vehicle Service or Repair", "Serving or Obtaining Warrants", "Special Assignment", "Special Investigation", "Test Call", "Training-Law", "Wrecker"
- Citizen Initiated calls are defined as calls where the call source is listed as "911 Call", "Phone", "VoIP Call", "3rd Party Caller" or "Alarm".
- Officer Initiated calls are defined as calls where the call source is listed as "Field Initiated", "Front Desk" or "MDT".
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Reported Crime Information:

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- Part II Crime is defined as any reported offense not included in the Part I categories above.
- Drug Violations include only reported offenses specifically entered as drug violations.

Arrest Information:

- Arrest data was pulled by the Arrest Date.
- UCR Hierarchy rules have been applied.
- The totals displayed in this section represent a distinct count of arrest numbers after the UCR Hierarchy rule was applied.
- In the OSSI System, all citations, other than traffic offenses, are entered into the system as arrests. These arrest totals include those citation counts. Traffic violations, other than DWI, are not included in this report.
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CLEMC REPORT

Seabrook Stats Report MAR18

Abdominal Pain	4
Acute Bronchospasm	0
Acute Respiratory Distress	1
Alcohol Use	3
Allergic Reaction	0
Altered Mental Status	2
Asthma	1
Backpain	2
Cardiac arrhythmia/dysrhythmia	2
Call Cancelled	14
Cardiac Arrest	1
Chest Pain	4
Chronic Obstructed Pulmonary Disease	0
Common Cold	0
Congestive Heart Failure	0
Concussion	0
Confusion/Delirium	0
Death Investigation	0
Dehydration	1
Diabetic Complications	4
Dizziness	1
Epistaxis Nose Bleed	1
Fatigue	1
Febrile Seizures	1
Fever	0
Foreign Body In Respiratory Tract	0
Generalized Weakness	1
Headache	0
Hematemesis	0
Hemorrhage	0
Hypertension	0
Hypotension	1
Injury	15
Labor and delivery complications	0
Laceration/Abrasion/Hematoma	1
Malaise	2
Mental Disorder	0
Nausea	1
No Complaints or Injury/Illness Noted	4
No Patient Found	0
Obvious Death	1
Opioid Related Disorder	0
Other Stimulate Related Disorder	0
Pain (non-traumatic)	5
Patient Evaluated, refused treatment	0
Pelvic and Perineal Pain	1
Pneumonia	0
Poisoning / Drug Ingestion	2
Respiratory Failure	0
Sickcall	0
Seizures	3



Sexual Abuse	0
Stand by	0
Stroke	1
Syncope / Fainting	3
Substance Abuse	1
Suicide Attempt	0
Transient Cerebral Ischemic Attack (TIA)	1
Vomitting	3
Total	89

Response Time

7 Min 50 Sec



*CITY
OF
SEABROOK*

Date of Meeting: April 17th, 2018

Submitter/Requestor: Sean Landis

Presenter: Sean Landis

Description/Subject: Monthly Building Department Report for March 2017

Purpose/Need: Policy Issue ☐ Administrative Issue ☐

Background/Issue (What prompted this need?): None

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

Miscellaneous Comments:

**In the month of February, there was 0 residential permits issued totaling \$ 0.00
0 new commercial permits were issued in March total \$ 0.00**

Recommended Action:

Attachments:

- Monthly Permitting report page for March
- 2017-2018 Year to Date report
- Code Enforcement and Building Inspection report for March
- Fire Marshal Inspection report for March

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

Finance Officer Review:

Budget Dept/Line Item Number _____

Funding Comments:

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

Suggested Motion:

City Manager Review:

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

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

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

Received and accepted by the City Secretary/Assistant _____

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

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

Building Department Statistics
Fiscal Year 2017-2018

Date	New Residential		Residential Additions & Pools		Commercial New & Additions		City Projects New & Additions		*Miscellaneous		Electrical		Irrigation		Mechanical		Plumbing		Monthly Totals		Last Year Totals	
	#	Valuation	#	Valuation	#	Valuation	#	Valuation	#	Valuation	#	Valuation	#	Valuation	#	Valuation	#	Valuation	#		#	
October	0	\$0.00	16	\$194,602.00	22	\$2,410,796.00	0	\$0.00	9	\$78,250.00	11	\$ 48,450.00	3	\$15,500.00	18	\$ 163,957.70	12	\$ 38,470.00	91	\$2,950,025.70	65	\$1,708,666.40
November	6	\$3,856,073.54	14	\$199,385.00	1	\$40,000.00	0	\$0.00	12	\$807,450.00	13	\$ 253,869.00	1	\$2,200.00	11	\$101,442.71	9	\$ 157,750.00	67	\$5,418,170.25	72	\$ 1,047,799.24
December	3	\$762,414.00	14	\$186,548.00	2	\$1,750.00	0	\$0.00	8	\$107,000.00	11	\$ 113,717.00	0	\$0.00	8	\$71,663.00	9	\$77,430.00	55	\$1,320,522.00	55	\$ 1,401,491.34
January	3	\$910,000.00	20	\$189,313.73	2	\$26,500.00	0	\$0.00	10	\$51,422.32	14	\$ 54,194.41			7	\$ 38,397.00	14	\$ 93,556.00	70	\$1,363,383.46	66	\$ 2,769,934.37
February	1	\$429,187.00	21	\$223,569.73	8	\$6,983,560.00	0	\$0.00	0	\$158,596.00	7	\$ 60,665.00	1	\$4,177.00	7	\$ 87,279.50	16	\$ 292,731.00	61	\$8,239,765.23	106	\$24,360,537.82
March	0	\$0.00	37	\$407,502.00	26	\$390,413.66	0	\$0.00	4	\$165,280.00	11	\$ 19,400.00	2	\$7,600.00	15	\$ 165,243.00	23	\$ 91,385.75	118	\$1,246,824.41	105	\$ 3,838,286.77
April																		0	\$0.00	76	\$ 3,036,779.70	
May																		0	\$0.00	86	\$ 831,807.94	
June																		0	\$0.00	80	\$ 3,022,310.31	
July																		0	\$0.00	90	\$ 3,176,447.72	
August																		0	\$0.00	56	\$ 1,023,705.00	
September																		0	\$0.00	86	\$ 1,102,754.69	
Y-T-D TOTALS	13	\$5,957,674.54	122	\$1,400,920.46	22	\$9,853,019.66	0	\$0.00	43	\$1,367,998.32	67	\$550,295.41	7	\$29,477.00	66	\$627,982.91	83	\$751,322.75	462	\$20,538,691.05	943	\$47,320,521.30

Fees Paid		Fees Paid	
October	\$ 24,661.50	April	
November	\$ 24,073.50	May	
December	\$ 28,217.75	June	
January	\$ 12,040.50	July	
February	\$ 48,008.00	August	
March	\$ 13,204.50	September	
Y-T-D Total		\$150,205.75	

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

New Residential Buildings	
Y-T-D Total	13

	#	Water Impact Fees	#	Sewer Impact Fees		#	Water Impact Fees	#	Sewer Impact Fees
October	3	\$ 38,943.00	3	\$ 28,871.00	April		\$ -		\$ -
November	3	\$ 7,438.50	3	\$ 9,716.00	May		\$ -		\$ -
December		\$ 7,566.25		\$ 10,106.00	June		\$ -		\$ -
January		\$ 9,729.75		\$ 12,993.00	July		\$ -		\$ -
February		\$ 57,808.40		\$ 69,885.50	August		\$ -		\$ -
March		\$ -	0	\$ -	September		\$ -		\$ -
Y-T-D Total		6	\$121,485.90	6	\$131,571.50				

Building Department Statistics **March 2018**

PERMIT TYPES	# ISSUED	VALUATION	FEES PAID
New Residential	0	\$0.00	\$0.00
Residential Additions	37	\$407,502.00	\$3,890.00
New Commercial	0	\$0.00	\$0.00
Commercial Additions	26	\$390,413.66	\$3,805.00
New City	0	\$0.00	\$0.00
City Additions	0	\$0.00	\$0.00
Electrical	11	\$19,400.00	\$650.00
Fill	0	\$0.00	\$0.00
Irrigation	2	\$7,600.00	\$327.00
Mechanical	15	\$165,243.00	\$1,285.00
Plumbing	23	\$91,385.75	\$1,740.00
Pools	2	\$130,000.00	\$840.00
Sign	2	\$32,000.00	\$592.50
Demolition	0	\$0.00	\$0.00
Fire/Sprinkler	0	\$0.00	\$0.00
Miscellaneous	2	\$3,280.00	\$75.00
Lien pay out	0	\$0.00	\$0.00

TOTALS	120	\$1,246,824.41	\$13,204.50
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Code Enforcement Report for March 2018

- **Code Enforcement Cases at end of month:**

6 No Permit (Plumbing, Mechanical, Electrical and Building)

1 High Grass and weeds

2 Junk vehicles

4 Stagnant water/Drainage issues

1 Lawn Parking

3 Trash, Junk, Debris on private property

2 Substandard for properties along 146

1905 Red Bluff purchased at tax auction, permits issued to clean property up.

The Shore at Pelican Pointe (previously owned by Brad Jones) court cases have been settled new owner cleaning up and planning on selling the property.

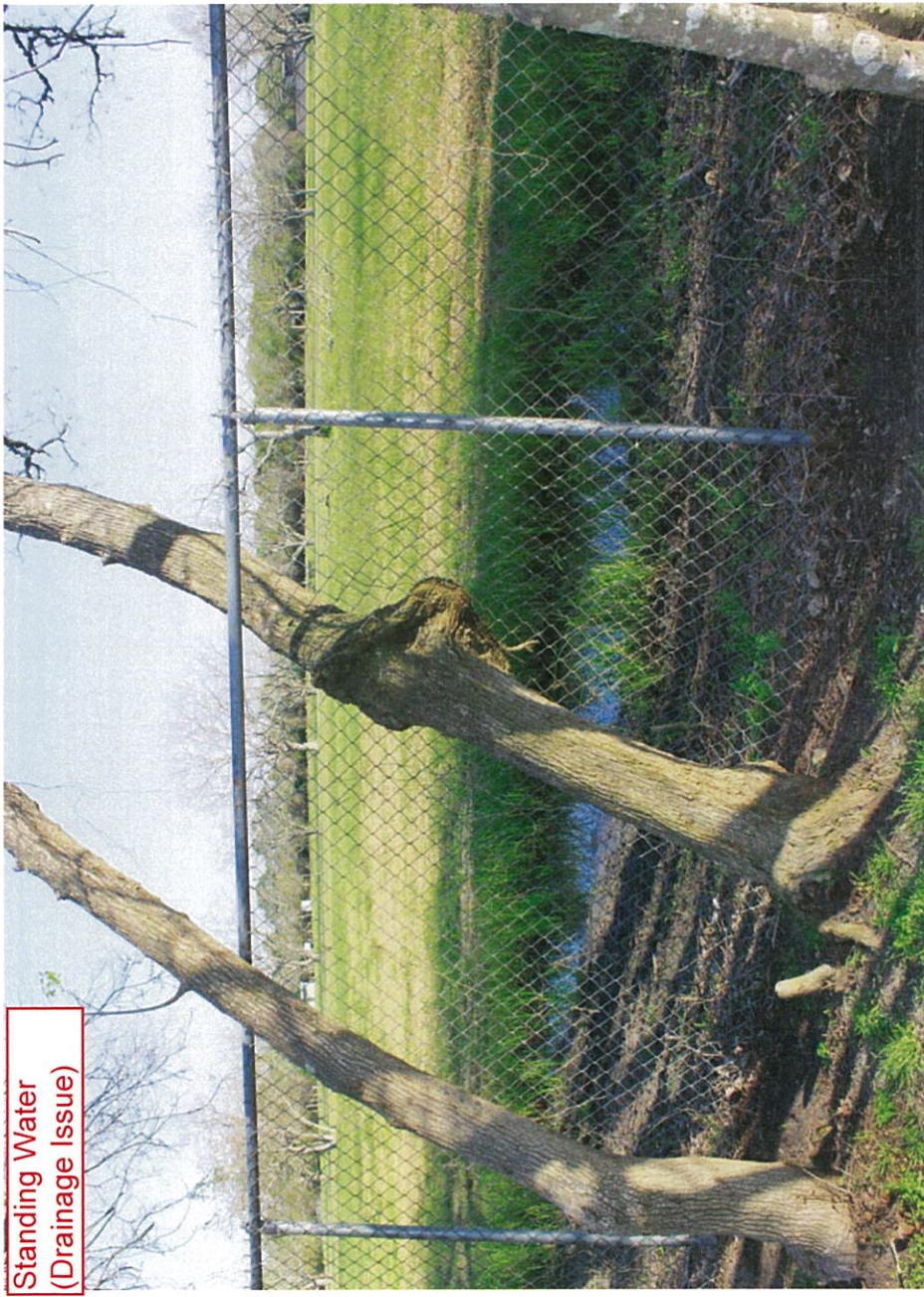
4 Summons issued

1 Lien paid off

Lawn Parking



Standing Water
(Drainage Issue)



Substandard - Remove
remaining items



Lawn Parking -
Summons Issued



FIRE MARSHAL'S REPORT

March 2018

All request for occupancy and business permits were filled as requested. Fire Marshal was training one week this month. The activity numbers are listed below:

- Inspections: 12 (Alcohol Permit Inspections included)
- Re-inspections: 2
- Complaint Investigations: 0
- Fire Marshal Consults: 11
- False Alarm Follow-up: 1
- Development Meeting: 1

Brent Hahn

Fire Marshal