

**SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
TUESDAY, MAY 1, 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 MAY 1, 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. 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.

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

2. CONSENT AGENDA

2.1 Approve on second reading 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)

ATTACHMENT: 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

2.2 Approve on second reading 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: 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

2.3 Approve the reappointment of members Paul Dunphey, Terry Chapman, Gary Bell, Ernie Davis, and Kevin Ferguson to the Board of Directors of the Seabrook Economic Development Corporation, for a term ending May 2020. (Council)

2.4 Approve the Quarterly Investment Report for 1st quarter 2017-18 as required by the Public Funds Investment Act. (Gibbs)

ATTACHMENTS: Agenda Briefing Investment Report

2.5 Approve the Quarterly Investment Report for 2nd quarter 2017-18 as required by the Public Funds Investment Act. (Gibbs)

ATTACHMENTS: Agenda Briefing Investment Report

2.6 Approve an excused absence for Robert Llorente for the April 17, 2018 City Council meeting. (Hicks)

2.7 Approve the minutes of the April 17, 2018 City Council regular meeting. (Hicks)

ATTACHMENT: April 17, 2018 minutes

3. NEW BUSINESS

3.1 Consider and take all appropriate action on first of two readings of

proposed Resolution 2018-20, "EDC Project Designation for BlueLine Rentals, LLC and Approval of SEDC expenditures for Retention, Relocation of Existing Business Requiring Site Modifications Due to TXDOT 146 Expansion, as Referenced in Performance Agreement." (Chavez)
ATTACHMENTS: Agenda Briefing Resolution 2018-20 Economic Development Agreement

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, APPROVING A PROJECT OF THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION TO PROVIDE BUSINESS INCENTIVES TO BLUELINE RENTALS, INC. IN AN AMOUNT NOT TO EXCEED \$277,500.00 FOR SITE IMPROVEMENTS, AND RECONFIGURATION CONSTRUCTION DUE TO TEXT EXPANSION OF HIGHWAY 146, PURSUANT TO THE TERMS AND CONDITIONS OF THE "ECONOMIC DEVELOPMENT AGREEMENT", ATTACHED HERETO

3.2 Consider and take all appropriate action on proposed Resolution 2018-21, "Authorization for Advanced Funding Agreement with Texas Department of Transportation for Aesthetics Enhancements to State Highway 146." (Cook)

ATTACHMENTS: Agenda Briefing Resolution 2018-21 Advanced Funding Agreement Cost Sheet

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, AUTHORIZING AN ADVANCED FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION ("TXDOT"), FOR AESTHETIC ENHANCEMENTS TO THE SH 146 EXPANSION PROJECT ("Project"); AUTHORIZING THE MAYOR TO EXECUTE THE "ADVANCED FUNDING AGREEMENT" ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO PROCEED WITH THE PROJECT

4. ROUTINE BUSINESS

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

ATTACHMENT: Action Items Checklist

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

5. CLOSED EXECUTIVE SESSION

5.1 Section 551.071

Conduct a closed executive session to consult with the City Attorney on legal issues associated with the Amendment to the Memorandum of Settlement Agreement between the City of Seabrook and the Port of Houston. (Cook)

5.2 Section 551.071

Consult with the City Attorney on legal issues associated with a computer fraud case. (Cook)

6. OPEN SESSION

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

6.1 Consider and take all appropriate on Amendment No. 2 to the Memorandum of Settlement Agreement between the City of Seabrook and the Port of Houston Authority and authorize the City Manager to execute necessary instruments. (Cook)

ATTACHMENTS: Agenda Briefing Amendment No. 2

6.2 Consider and take all appropriate action on first and final reading of proposed Ordinance 2018-15, "Amending the Budget for the Fiscal Year beginning October 1, 2017 and ending September 30, 2018 for the Seabrook General Fund". (Gibbs)

ATTACHMENTS: Agenda Briefing Ordinance 2018-15 Exhibit A

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 30, 2018, FOR THE CITY OF SEABROOK, IN THE AMOUNT OF \$77,072.53 TO PROVIDE RESOURCES TO MULTIPLE DEPARTMENTS; AND FINDING AVAILABLE UNENCUMBERED FUNDS FOR THE SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER

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 27, 2018 no later than 5:00 p.m. and that this notice will remain posted until the meeting has ended.

Robin Hicks, TRMC
City Secretary



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 to improve/widen SH 146.
32	OPEN/IN WORK	2/17/2015	Staff	6.1	Provide periodic project updates
33	OPEN/IN WORK	9/26/17	Staff	3.3	Provide periodic updates on grant admin

**CITY OF SEABROOK
ORDINANCE NO. 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**

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, 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 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;

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

SECTION 1. FINDINGS OF FACT.

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

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

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

**“ARTICLE 5. - OFF-STREET PARKING, LOADING, INGRESS AND EGRESS;
~~AND LANDSCAPING AND SAFETY REQUIREMENTS~~”**

Sec. 5.01. - Off-street parking requirements.

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

5.01.02. Applicability: These regulations shall be applied in any of the following circumstances:

- A. Any building, improvement, or use of land approved or erected, after the effective date of this ordinance, shall include the necessary off-street parking spaces that this section of the ordinance requires.
- B. Whenever any building, improvement, or use of land is proposed to be changed (whether or not the existing use is conforming), the provisions of this section of the ordinance shall be met before such change is approved.

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

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

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

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

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

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

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

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

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

~~C. The planning and zoning commission shall specifically approve the shared parking plan.~~

~~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~~

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

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

~~{B.}~~ **C. Maintenance:** All parking 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.

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

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

~~{D.}~~ **F. Parking space identification marking:** Except for single-family and two-family residential uses, 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.

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

~~{5.01.08. Planned unit development: The minimum parking space requirement for planned unit development shall be calculated by adding the specific parking space requirements for each use included in the development, except as provided for in 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 }

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>

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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	Anisacanthus 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 radicans 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	Jasminum 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 alatocaurulea (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 asicaticum
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 treeuleana

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

**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 RECODIFYING SUCH REQUIREMENTS 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

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; now therefore,

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

SECTION 1. FINDINGS OF FACT.

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

SECTION 2. AMENDMENT TO THE SEABROOK CITY CODE, 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.

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

"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.

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(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;
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.
11. Any other information as required by the decision making bodies.”

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.

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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:

Steven L. Weathered
City Attorney

“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: One minimum two (2) inch caliper tree.
2. Duplex or townhouse: 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.

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;
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;
11. Any other information as required by the decision making bodies.”



Agenda Briefing

Date of Meeting: 5/01/2018

Submitting Department: Finance

Date Submitted: 4/23/2018

Prepared By: Mike Gibbs

Presenter: Mike Gibbs

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: Quarterly Investment Report

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

Executive Summary:

Background/Issue (What prompted this need?): Policy and PFIA requirement

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. Quarterly Investment Report October 2017 thru December 2017
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

Recommended Placement on Agenda: Consent Agenda

Recommended Action:

Reviewed by Department Director, if applicable ☐

Reviewed by Finance Director, 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.

Reviewed by City Attorney, if applicable ☐

Reviewed by City Manager ☒

TEXPOOL REPORT

MONTH OF OCTOBER 2017

1.0310%

	BEGINNING BALANCE	TRANSFER IN/(OUT)	INT EARNED (Posted Sept)	ENDING BALANCE	PURPOSE OF FUND
GENERAL FUND - UNRESTRICTED	5,672,395.39	(831,587.95)	5,931.72	4,846,739.16	Working capital
GENERAL FUND - RESTRICTED	1,600,000.00	0.00	incl in above	1,600,000.00	
ENTERPRISE FUND - UNRESTRICT	2,301,985.22	244,989.32	2,164.98	2,549,139.52	Working capital
ENTERPRISE FUND - RESTRICTED	300,000.00	0.00	incl in above	300,000.00	Customer liability
CAPITAL IMPACT FEES	2,666,413.26	20,000.00	2,337.15	2,688,750.41	Water & sewer lines extensions & expansions
PARK FEES	92,127.54	(3,000.00)	80.65	89,208.19	Reserved for acquisition & development of park land
SEIZURE	33,797.69	0.00	29.62	33,827.31	Solely to purchase equipment for Law Enforcement
CHILD SAFETY PROGRAMS	32,459.16	0.00	28.44	32,487.60	Reserved for Child Safety/School Zones
FEDERAL SEIZURE	15,162.51	0.00	13.29	15,175.80	Criminal Investigation - Federal Funds
HOTEL/MOTEL FUND	1,217,564.17	(40,000.01)	1,065.82	1,178,629.98	Restricted for promotion of tourism
DEBT SERVICE FUND	1,777,219.12	(73.97)	1,557.32	1,778,702.47	Restricted for General fund reserves & yearly debt service
CAPITAL PROJECT BONDS	6,624,891.38	(55,000.00)	5,803.85	6,575,695.23	2016A CO WW Plant, Clarifier & Todville 2016 Sewer
WTR/SWR BONDS	1,459,549.05	(49,999.89)	1,277.58	1,410,826.74	Funds transferred from Bond Mkt Acct to allow liquidity
IT BONDS	58,106.55	0.00	50.92	58,157.47	Fiber Optics
PD & GF BONDS	366.65	(366.65)	0.00	0.00	Public Wokrks Facility
PD & GF BONDS (GEN FUND Reserve)	442,874.32	(19,633.35)	387.84	423,628.81	Public Wokrks Facility funds provided by GF Reserve
FIRE BONDS	25,409.32	0.00	22.27	25,431.59	Fire Engine
LAKESIDE DRIVE CERT DEP	0.11	(0.11)	0.00	(0.00)	
CAROTHERS	77,170.35	0.00	67.62	77,237.97	Carother Facility & Park
ANIMAL	754.97	0.00	0.66	755.63	Animal Shelter Needs - Donation
CRIME DISTRICT	568,612.23	(16,508.92)	484.60	552,587.91	Funds transferred from Bond Mkt Acct to allow liquidity
SEDC II - UNRESTRICTED	3,331,192.68	(57,225.09)	3,028.73	3,276,996.32	Seabrook Economic Development Corporation II
SEDC II - RESTRICT FOR EMERGENCY	180,000.00	0.00	incl in above	180,000.00	Emergency Reserve
STEP FUND	13,448.82	0.00	11.79	13,460.61	
PUBLIC SAFETY	290,989.03	0.00	254.99	291,244.02	Public Safety Needs
MUNI COURT - SECURITY FUND	27,106.97	0.00	23.75	27,130.72	Funds from fines to be used for security
COURT - TIME PAYMENT FEES	15,093.74	0.00	13.23	15,106.97	Funds from fines to be used to improve court
MUNI COURT - TECHNOLOGY FUND	10,730.23	0.00	9.40	10,739.63	Fund court on technology
PUBLIC SAFETY VERF	517,983.10	8,406.62	465.52	526,855.24	Public Safety Vehicle Equipment Replacement
PEG Fund	113,650.22	0.00	99.59	113,749.81	Public Education and Government Access
STABILIZATION FUND	809,879.10	0.00	709.70	810,588.80	Highway 146 Project
WATER RATE STABILIZATION	70,413.04	0.00	61.70	70,474.74	
TOTAL TEXPOOL FUND	30,347,345.92	(800,000.00)	25,982.73	\$29,573,328.65	

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

Michael Gibbs

Finance Director

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



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

Participant Statement

Statement Period 10/01/2017 - 10/31/2017

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

TexPool Update

Available under the Statements tab, the Summary Statement allows you to view or download a single statement that summarizes all of your TexPool and TexPool Prime accounts for one month. Need to see this information for more than one month? Select the Custom Summary Statement!

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	\$30,347,345.92	\$0.00	\$800,000.00	\$25,982.73	\$29,573,328.65	\$29,651,409.88
Total Dollar Value	\$30,347,345.92	\$0.00	\$800,000.00	\$25,982.73	\$29,573,328.65	

Portfolio Value

Pool Name	Pool/Account	Market Value (10/01/2017)	Share Price (10/31/2017)	Shares Owned (10/31/2017)	Market Value (10/31/2017)
Texas Local Government Investment Pool	449/1011800001	\$30,347,345.92	\$1.00	29,573,328.650	\$29,573,328.65
Total Dollar Value		\$30,347,345.92			\$29,573,328.65

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
Texas Local Government Investment Pool	449/1011800001	\$25,982.73	\$228,141.04
Total		\$25,982.73	\$228,141.04

Transaction Detail

Texas Local Government Investment Pool

Participant: CITY OF SEABROOK

Pool/Account: 449/1011800001

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
10/01/2017	10/01/2017	BEGINNING BALANCE	\$30,347,345.92	\$1.00		30,347,345.920
10/05/2017	10/05/2017	WITHDRAWAL	\$800,000.00-	\$1.00	800,000.000-	29,547,345.920
10/31/2017	10/31/2017	MONTHLY POSTING	\$25,982.73	\$1.00	25,982.730	29,573,328.650
Account Value as of 10/31/2017			\$29,573,328.65	\$1.00		29,573,328.650



Monthly Newsletter: November 2017

ANNOUNCEMENTS

We welcome the following entities who joined TexPool in October 2017:

TexPool

Fort Bend County MUD 163
Loop 360 Water Supply District
Fort Bend County MUD 171
Harris County Improvement District 15
West Harris County MUD 5
Harris County ESD 10
Corpus Christi Regional Transportation Authority
Cuero Development Corporation

TexPool Prime

Ellis County
Aquila Water Supply District
Jubilee Academic Center Inc.
Corpus Christi Regional Transportation Authority
City of Mesquite
Cuero Development Corporation

Upcoming Events

Nov 1, 2017 – Nov 3, 2017
GFOAT Fall Conference
San Antonio

TexPool Advisory Board Members

Jose Elizondo, Jr.	Vivian Wood
Belinda Erwin	Jerry Dale
Patrick Krishock	Sharon Matthews
Michele Tuttle	David Landeros

Overseen by the State of Texas Comptroller of Public Accounts Glenn Hegar.

Operated under the supervision of the Texas Treasury Safekeeping Trust Company

Economic and Market Commentary: White Noise

November 1, 2017

There was plenty of economic and political news to go around in the U.S. in October, all with the potential to postpone the Federal Reserve's expected hike of the federal funds target rate at its December policy meeting. Chief among them: the distortion of data because of hurricanes Harvey and Irma, the postponed debate over the federal budget and debt ceiling, the tapering of the Fed's balance sheet and conjecture over President Trump's nominee to lead the Fed in 2018.

Yet in the money market sphere, this is just more white noise; maybe the volume has been turned up, but it's still in the background. After all, the strong third-quarter gross domestic product preliminary reading of 3% indicates that not only were the effects of the hurricanes muted, but that the rebuilding efforts could even help to boost the economy in the fourth quarter. Most think that likely Fed chair nominee (and Fed board member) Jerome Powell would continue the current accommodative monetary policy. If trouble arises over raising the debt ceiling, the Treasury's extraordinary measures could push the issue off until March. And lastly, at \$10 billion, the balance-sheet roll-off is modest at this time.

(continued page 6)

Performance as of October 31, 2017

	TexPool	TexPool Prime
Current Invested Balance	\$15,531,608,998.93	\$4,379,583,751.24
Weighted Average Maturity**	34	43
Weighted Average Life**	92	71
Net Asset Value	0.99998	1.00002
Total Number of Participants	2,439	290
Management Fee on Invested Balance	0.0473%	0.0638%
Interest Distributed	\$13,409,494.87	\$4,559,987.37
Management Fee Collected	\$590,334.25	\$185,955.53
Standard & Poor's Current Rating	AAAm	AAAm
Month Averages		
Average Invested Balance	\$15,324,952,765.88	\$4,221,873,055.55
Average Monthly Rate*	1.0318%	1.2720%
Average Weighted Average Maturity**	35	48
Average Weighted Average Life**	96	78

*This average monthly rate for TexPool Prime for each date may reflect a waiver of some portion or all of each of the management fees.

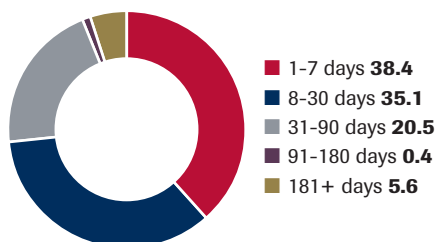
**See page 2 for definitions.

Past performance is no guarantee of future results.



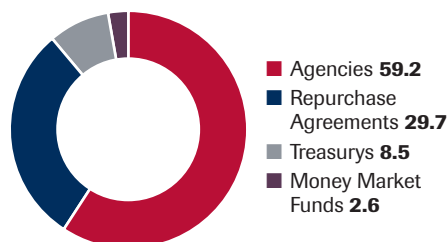
Portfolio by Maturity (%)

As of October 31, 2017



Portfolio by Type of Investment (%)

As of October 31, 2017



Portfolio Asset Summary as of October 31, 2017

	Book Value	Market Value
Uninvested Balance	\$4,238,679,558.44	\$4,238,679,558.44
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	8,567,851.08	8,567,851.08
Interest and Management Fees Payable	-13,414,918.55	-13,414,918.55
Payable for Investments Purchased	-4,638,679,000.00	-4,638,679,000.00
Accrued Expenses & Taxes	-19,352.27	-19,352.27
Repurchase Agreements	4,738,679,000.00	4,738,679,000.00
Mutual Fund Investments	415,022,103.88	415,022,103.88
Government Securities	9,432,327,659.50	9,432,292,215.66
U.S. Treasury Inflation Protected Securities	0.00	0.00
US Treasury Bills	999,775,000.00	999,791,940.00
US Treasury Notes	350,671,096.85	350,446,536.50
Total	\$15,531,608,998.93	\$15,531,365,934.74

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

Participant Summary

	Number of Participants	Balance
School District	583	\$5,051,672,993.46
Higher Education	57	\$778,282,673.97
Healthcare	81	\$478,068,625.49
Utility District	769	\$2,176,702,225.05
City	457	\$3,855,980,989.36
County	185	\$1,483,754,596.66
Other	307	\$1,707,033,434.42

**Definition of Weighted Average Maturity and Weighted Average Life

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

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



Daily Summary

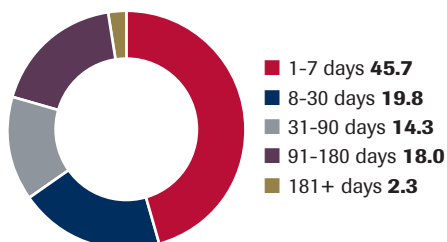
Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool Invested Balance	NAV	WAM Days	WAL Days
10/1	1.0270%	0.000028138	\$15,588,203,393.13	1.00003	37	101
10/2	1.0378%	0.000028433	\$15,361,043,625.45	1.00002	35	99
10/3	1.0283%	0.000028172	\$15,477,062,923.00	1.00002	34	98
10/4	1.0275%	0.000028150	\$15,401,133,328.67	1.00001	34	98
10/5	1.0286%	0.000028182	\$15,326,786,854.52	1.00001	33	97
10/6	1.0278%	0.000028160	\$15,252,923,758.09	1.00001	33	98
10/7	1.0278%	0.000028160	\$15,252,923,758.09	1.00001	33	98
10/8	1.0278%	0.000028160	\$15,252,923,758.09	1.00001	33	98
10/9	1.0278%	0.000028160	\$15,252,923,758.09	1.00001	33	98
10/10	1.0274%	0.000028148	\$15,253,497,100.54	1.00001	31	91
10/11	1.0296%	0.000028209	\$15,232,306,862.64	1.00000	31	91
10/12	1.0292%	0.000028197	\$15,107,160,994.54	1.00000	35	95
10/13	1.0285%	0.000028178	\$15,184,182,389.18	1.00001	37	99
10/14	1.0285%	0.000028178	\$15,184,182,389.18	1.00001	37	99
10/15	1.0285%	0.000028178	\$15,184,182,389.18	1.00001	37	99
10/16	1.0324%	0.000028285	\$15,177,669,919.38	1.00001	35	96
10/17	1.0320%	0.000028274	\$15,166,378,524.67	1.00001	35	95
10/18	1.0320%	0.000028273	\$15,135,421,729.31	1.00000	35	95
10/19	1.0316%	0.000028263	\$15,053,998,521.73	1.00000	36	94
10/20	1.0356%	0.000028373	\$15,129,842,284.26	1.00000	36	95
10/21	1.0356%	0.000028373	\$15,129,842,284.26	1.00000	36	95
10/22	1.0356%	0.000028373	\$15,129,842,284.26	1.00000	36	95
10/23	1.0380%	0.000028438	\$15,076,965,621.88	0.99999	36	94
10/24	1.0377%	0.000028429	\$15,132,879,757.49	0.99999	36	97
10/25	1.0343%	0.000028336	\$15,873,570,306.19	0.99999	35	92
10/26	1.0374%	0.000028423	\$15,730,406,234.17	0.99999	36	94
10/27	1.0331%	0.000028304	\$15,645,601,990.00	0.99999	36	94
10/28	1.0331%	0.000028304	\$15,645,601,990.00	0.99999	36	94
10/29	1.0331%	0.000028304	\$15,645,601,990.00	0.99999	36	94
10/30	1.0327%	0.000028294	\$15,556,866,023.51	0.99999	34	92
10/31	1.0385%	0.000028453	\$15,531,608,998.93	0.99998	34	92
Average:	1.0318%	0.000028268	\$15,324,952,765.88	1.00000	35	96



TEXPOOL PRIME

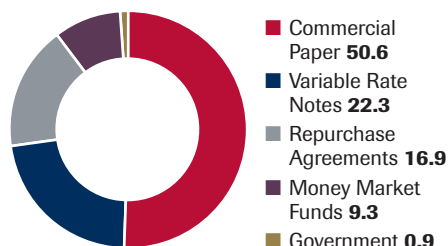
Portfolio by Maturity (%)

As of October 31, 2017



Portfolio by Type of Investment (%)

As of October 31, 2017



Portfolio Asset Summary as of October 31, 2017

	Book Value	Market Value
Uninvested Balance	\$742,349,534.99	\$742,349,534.99
Receivable for Investments Sold	\$0.00	\$0.00
Accrual of Interest Income	\$1,505,847.59	\$1,505,847.59
Interest and Management Fees Payable	-\$4,559,987.58	-\$4,559,987.58
Payable for Investments Purchased	-\$742,347,000.00	-\$742,347,000.00
Accrued Expenses & Taxes	-\$6,434.59	-\$6,434.59
Repurchase Agreements	\$742,347,000.00	\$742,347,000.00
Commercial Paper	\$2,215,838,414.60	\$2,215,813,570.07
Bank Instruments	\$0.00	\$0.00
Mutual Fund Investments	\$407,099,119.82	\$407,088,508.30
Government Securities	\$40,033,926.29	\$40,025,903.50
Variable Rate Notes	\$977,323,330.12	\$977,419,420.63
Total	\$4,379,583,751.24	\$4,379,636,362.91

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

Participant Summary

	Number of Participants	Balance
School District	101	\$1,602,132,181.52
Higher Education	15	\$743,274,656.52
Healthcare	11	\$237,457,187.25
Utility District	23	\$307,639,734.43
City	59	\$524,125,008.72
County	33	\$298,261,695.84
Other	48	\$666,678,956.58



TexPool *PRIME*

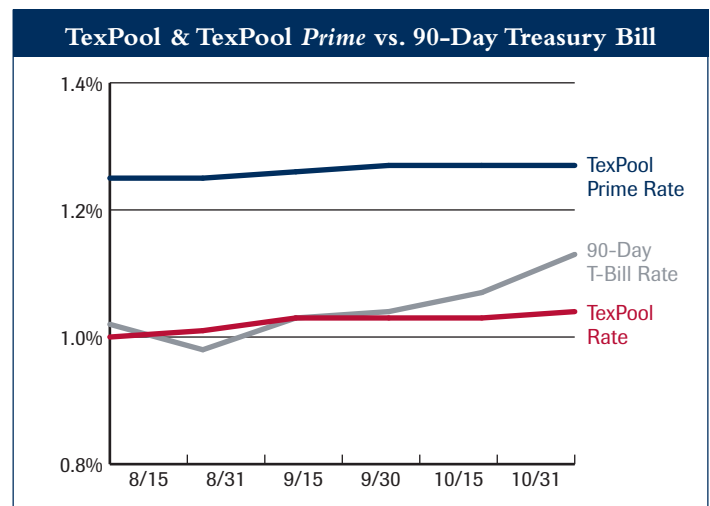
Daily Summary

Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool <i>Prime</i> Invested Balance	NAV	WAM Days	WAL Days
10/1	1.2719%	0.000034846	\$4,181,131,380.04	1.00005	51	75
10/2	1.2703%	0.000034803	\$4,268,749,652.04	1.00007	47	74
10/3	1.2875%	0.000035274	\$4,248,213,275.00	1.00007	49	76
10/4	1.2746%	0.000034920	\$4,179,067,005.02	1.00007	50	80
10/5	1.2745%	0.000034918	\$4,173,908,741.75	1.00007	50	84
10/6	1.2741%	0.000034906	\$4,170,220,088.67	1.00000	51	85
10/7	1.2741%	0.000034906	\$4,170,220,088.67	1.00000	51	85
10/8	1.2741%	0.000034906	\$4,170,220,088.67	1.00000	51	85
10/9	1.2741%	0.000034906	\$4,170,220,088.67	1.00000	51	85
10/10	1.2648%	0.000034652	\$4,175,978,454.60	1.00006	48	81
10/11	1.3017%	0.000035664	\$4,162,645,935.35	1.00006	49	82
10/12	1.2779%	0.000035011	\$4,100,150,629.33	1.00005	50	83
10/13	1.2743%	0.000034911	\$4,125,543,642.80	0.99999	49	82
10/14	1.2743%	0.000034911	\$4,125,543,642.80	0.99999	49	82
10/15	1.2743%	0.000034911	\$4,125,543,642.80	0.99999	49	82
10/16	1.2743%	0.000034913	\$4,161,823,390.83	1.00002	47	79
10/17	1.2737%	0.000034896	\$4,153,402,318.58	1.00003	46	79
10/18	1.2764%	0.000034971	\$4,147,369,522.90	1.00003	47	80
10/19	1.2722%	0.000034854	\$4,123,294,563.17	1.00002	47	79
10/20	1.2748%	0.000034926	\$4,163,405,400.16	0.99998	48	79
10/21	1.2748%	0.000034926	\$4,163,405,400.16	0.99998	48	79
10/22	1.2748%	0.000034926	\$4,163,405,400.16	0.99998	48	79
10/23	1.2782%	0.000035020	\$4,136,570,309.88	1.00002	46	77
10/24	1.2757%	0.000034951	\$4,132,355,420.77	1.00002	46	77
10/25	1.2475%	0.000034178	\$4,418,092,952.80	1.00002	42	71
10/26	1.2468%	0.000034159	\$4,446,412,569.67	1.00003	41	70
10/27	1.2640%	0.000034631	\$4,433,391,169.00	0.99998	45	73
10/28	1.2640%	0.000034631	\$4,433,391,169.00	0.99998	45	73
10/29	1.2640%	0.000034631	\$4,433,391,169.00	0.99998	45	73
10/30	1.2614%	0.000034559	\$4,441,413,858.44	1.00002	43	71
10/31	1.2666%	0.000034702	\$4,379,583,751.24	1.00002	43	71
Average:	1.2720%	0.000034849	\$4,221,873,055.55	1.00002	47	78



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

So it is no surprise that market expectations remain around 90% that the Fed—still led at that point by Janet Yellen, let's not forget—will raise the fed funds rate by 25 basis points to a range of 1.25-1.50% at the December Federal Open Market Committee (FOMC) meeting. The London interbank offered rate (Libor) was essentially static in the short end in October. One-month Libor continued to circle around 1.24%; 3-month and 6-month Libor rose slightly, from 1.34% to 1.38% and 1.51% to 1.57%, respectively. The slight steepening in the short end of the Libor curve made floaters and fixed-rate paper attractive in October. We therefore maintained the weighted average maturity (WAM) for TexPool at 34 days and TexPool Prime at 43 days. The short end of the Treasury curve rose slightly in October, with 1-month and 3-month Treasury yields rising from 0.97% to 1.02% and 1.05% to 1.13%, respectively.



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

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

Past performance is no guarantee of future results.

TEXPOOL REPORT

MONTH OF NOVEMBER 2017

1.0483%

	BEGINNING BALANCE	TRANSFER IN/(OUT)	INT EARNED (Posted Nov)	ENDING BALANCE	PURPOSE OF FUND
GENERAL FUND - UNRESTRICTED	4,846,739.16	(379,384.73)	5,389.40	4,472,743.83	Working capital
GENERAL FUND - RESTRICTED	1,600,000.00	0.00	incl in above	1,600,000.00	
ENTERPRISE FUND - UNRESTRICT	2,549,139.52	61,516.14	2,340.40	2,612,996.06	Working capital
ENTERPRISE FUND - RESTRICTED	300,000.00	0.00	incl in above	300,000.00	Customer liability
CAPITAL IMPACT FEES	2,688,750.41	0.00	2,321.75	2,691,072.16	Water & sewer lines extensions & expansions
PARK FEES	89,208.19	(10,000.00)	76.74	79,284.93	Reserved for acquisition & development of park land
SEIZURE	33,827.31	0.00	29.21	33,856.52	Solely to purchase equipment for Law Enforcement
CHILD SAFETY PROGRAMS	32,487.60	0.00	28.05	32,515.65	Reserved for Child Safety/School Zones
FEDERAL SEIZURE	15,175.80	0.00	13.10	15,188.90	Criminal Investigation - Federal Funds
HOTEL/MOTEL FUND	1,178,629.98	(20,000.00)	1,017.16	1,159,647.14	Restricted for promotion of tourism
DEBT SERVICE FUND	1,778,702.47	41,123.90	1,535.92	1,821,362.29	Restricted for General fund reserves & yearly debt service
CAPITAL PROJECT BONDS	6,575,695.23	0.00	5,678.14	6,581,373.37	2016A CO WW Plant, Clarifier & Todville 2016 Sewer
WTR/SWR BONDS	1,410,826.74	(130,000.00)	1,214.44	1,282,041.18	Funds transferred from Bond Mkt Acct to allow liquidity
IT BONDS	58,157.47	(10,000.00)	49.93	48,207.40	Fiber Optics
PD & GF BONDS	0.00	0.00	0.00	0.00	Public Wokrks Facility
PD & GF BONDS (GEN FUND Reserve)	423,628.81	0.00	365.81	423,994.62	Public Wokrks Facility funds provided by GF Reserve
FIRE BONDS	25,431.59	0.00	21.96	25,453.55	Fire Engine
LAKESIDE DRIVE CERT DEP	(0.00)	0.00	0.00	(0.00)	
CAROTHERS	77,237.97	0.00	66.70	77,304.67	Carother Facility & Park
ANIMAL	755.63	0.00	0.65	756.28	Animal Shelter Needs - Donation
CRIME DISTRICT	552,587.91	(16,509.44)	463.35	536,541.82	Funds transferred from Bond Mkt Acct to allow liquidity
SEDC II - UNRESTRICTED	3,276,996.32	(11,080.68)	2,986.19	3,268,901.83	Seabrook Economic Development Corporation II
SEDC II - RESTRICT FOR EMERGENCY	180,000.00	0.00	incl in above	180,000.00	Emergency Reserve
STEP FUND	13,460.61	0.00	11.62	13,472.23	
PUBLIC SAFETY	291,244.02	928.23	252.27	292,424.52	Public Safety Needs
MUNI COURT - SECURITY FUND	27,130.72	0.00	23.43	27,154.15	Funds from fines to be used for security
COURT - TIME PAYMENT FEES	15,106.97	0.00	13.04	15,120.01	Funds from fines to be used to improve court
MUNI COURT - TECHNOLOGY FUND	10,739.63	0.00	9.27	10,748.90	Fund court on technology
PUBLIC SAFETY VERF	526,855.24	(26,593.42)	465.35	500,727.17	Public Safety Vehicle Equipment Replacement
PEG Fund	113,749.81	0.00	98.22	113,848.03	Public Education and Government Access
STABILIZATION FUND	810,588.80	0.00	699.95	811,288.75	Highway 146 Project
WATER RATE STABILIZATION	70,474.74	0.00	60.86	70,535.60	
TOTAL TEXPOOL FUND	29,573,328.65	(500,000.00)	25,232.91	\$29,098,561.56	

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

Michael Gibbs

Finance Director

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



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

Participant Statement

Statement Period 11/01/2017 - 11/30/2017

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

TexPool Update

Happy Holidays from TexPool Participant Services!

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	\$29,573,328.65	\$0.00	\$500,000.00	\$25,232.91	\$29,098,561.56	\$29,224,169.75
Total Dollar Value	\$29,573,328.65	\$0.00	\$500,000.00	\$25,232.91	\$29,098,561.56	

Portfolio Value

Pool Name	Pool/Account	Market Value (11/01/2017)	Share Price (11/30/2017)	Shares Owned (11/30/2017)	Market Value (11/30/2017)
Texas Local Government Investment Pool	449/1011800001	\$29,573,328.65	\$1.00	29,098,561.560	\$29,098,561.56
Total Dollar Value		\$29,573,328.65			\$29,098,561.56

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
Texas Local Government Investment Pool	449/1011800001	\$25,232.91	\$253,373.95
Total		\$25,232.91	\$253,373.95

Transaction Detail

Texas Local Government Investment Pool

Participant: CITY OF SEABROOK

Pool/Account: 449/1011800001

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
11/01/2017	11/01/2017	BEGINNING BALANCE	\$29,573,328.65	\$1.00		29,573,328.650
11/10/2017	11/10/2017	WITHDRAWAL	\$500,000.00-	\$1.00	500,000.000-	29,073,328.650
11/30/2017	11/30/2017	MONTHLY POSTING	\$25,232.91	\$1.00	25,232.910	29,098,561.560
Account Value as of 11/30/2017			\$29,098,561.56	\$1.00		29,098,561.560



Monthly Newsletter: December 2017

ANNOUNCEMENTS

We welcome the following entities who joined TexPool in November 2017:

TexPool

Williamson County MUD 30
East Fort Bend County Development Authority
Whitesboro Economic Development Corporation
Whitesboro Industrial Development Corporation

TexPool Prime

Whitesboro Economic Development Corporation
Whitesboro Industrial Development Corporation

Upcoming Events

Dec 03, 2017 - Dec 06, 2017,
Hilton Houston Post Oak, Houston
GTOT 2017 Winter Seminar

Jan 28, 2018 - Jan 31, 2018,
Austin Convention Center, Austin
TASA Mid-Winter Conference

Feb 26, 2018 - Mar 02, 2018,
Ft. Worth Convention Center, Ft. Worth
2018 TASBO Annual Conference

Apr 15, 2018 - Apr 17, 2018,
Renaissance, Austin
GFOAT 2018 Spring Conference

TexPool Advisory Board Members

Jose Elizondo, Jr.	Vivian Wood
Belinda Erwin	Jerry Dale
Patrick Krishock	Sharon Matthews
Michele Tuttle	David Landeros

Overseen by the State of Texas Comptroller of Public Accounts Glenn Hegar.

Operated under the supervision of the Texas Treasury Safekeeping Trust Company

Economic and Market Commentary: Unknowns at the Fed

December 1, 2017

An already improving U.S economy kept its momentum over the course of November, setting up a near certainty that the Federal Reserve (Fed) will raise rates at its policy meeting ending on Dec. 13. Other positive Fed news came with a “so far, so good” effect that the tapering of the central bank’s massive balance sheet had on the short end of the yield curve. At the end of this year, the Fed will have retired \$30 billion in Treasuries and mortgaged-backed securities, and that number will rise in upcoming quarters. During November, the tapering led to an uptick in supply of Treasuries and slightly higher rates, both welcome developments. This massive roll-off is uncharted territory. We think it should go smoothly, however no one knows for certain.

The consensus is that soon-to-be confirmed chairman, Jerome Powell, will maintain the policy of the departing Janet Yellen. He agrees with her outlook and has voted with her every time. But when Yellen leaves, there could be four empty seats on the board of governors and thus on the policy-setting Federal Open Market Committee (FOMC). If New York Fed President William Dudley makes good on his intention to retire in mid-2018, there’s a potential for five vacancies. Even if President Trump announces more nominations soon—

(continued page 6)

Performance as of November 30, 2017

	TexPool	TexPool Prime
Current Invested Balance	\$14,991,999,060.79	\$4,445,346,560.57
Weighted Average Maturity	33	38
Weighted Average Life	99	81
Net Asset Value	0.99991	1
Total Number of Participants	2,443	292
Management Fee on Invested Balance	0.0473%	0.0638%
Interest Distributed	\$13,237,443.25	\$4,625,156.47
Management Fee Collected	\$573,184.70	\$193,246.68
Standard & Poor’s Current Rating	AAAm	AAAm
Month Averages		
Average Invested Balance	\$15,339,841,222.81	\$4,387,453,423.36
Average Monthly Rate	1.0506%	1.2826%
Average Weighted Average Maturity	33	43
Average Weighted Average Life	99	78

*This average monthly rate for TexPool Prime for each date may reflect a waiver of some portion or all of each of the management fees.

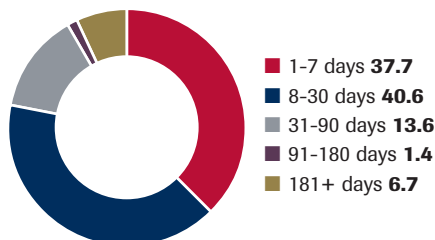
**See page 2 for definitions.

Past performance is no guarantee of future results.



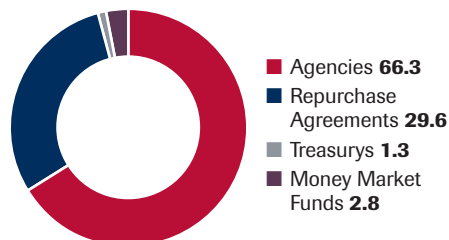
Portfolio by Maturity (%)

As of November 30, 2017



Portfolio by Type of Investment (%)

As of November 30, 2017



Portfolio Asset Summary as of November 30, 2017

	Book Value	Market Value
Uninvested Balance	633,620.75	633,620.75
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	6,704,935.94	6,704,935.94
Interest and Management Fees Payable	-13,237,541.97	-13,237,541.97
Payable for Investments Purchased	-49,998,730.00	-49,998,730.00
Accrued Expenses & Taxes	-18,655.45	-18,655.45
Repurchase Agreements	4,447,597,000.00	4,447,597,000.00
Mutual Fund Investments	415,022,103.88	415,022,103.88
Government Securities	9,984,807,577.12	9,983,831,210.90
U.S. Treasury Inflation Protected Securities	0.00	0.00
US Treasury Bills	0.00	0.00
US Treasury Notes	200,488,750.52	200,121,094.00
Total	\$14,991,999,060.79	\$14,990,655,038.05

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

Participant Summary

	Number of Participants	Balance
School District	583	\$4,750,218,990.16
Higher Education	57	\$676,098,916.52
Health Care	81	\$416,959,343.02
Utility District	770	\$2,201,098,769.14
City	457	\$3,671,114,604.58
County	185	\$1,572,113,998.90
Other	310	\$1,700,780,026.19

**Definition of Weighted Average Maturity and Weighted Average Life

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

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



Daily Summary

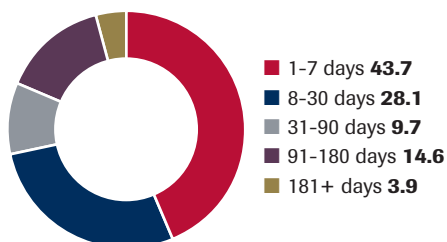
Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool Invested Balance	NAV	WAM Days	WAL Days
11/1	1.0363%	0.000028392	\$15,438,345,351.46	0.99998	35	94
11/2	1.0354%	0.000028368	\$15,424,590,753.68	0.99999	35	98
11/3	1.0394%	0.000028476	\$15,446,121,917.30	0.99999	36	99
11/4	1.0394%	0.000028476	\$15,446,121,917.30	0.99999	36	99
11/5	1.0394%	0.000028476	\$15,446,121,917.30	0.99999	36	99
11/6	1.0380%	0.000028437	\$15,466,528,965.48	1.00000	34	96
11/7	1.0357%	0.000028376	\$15,442,540,201.50	1.00000	33	96
11/8	1.0374%	0.000028423	\$15,473,000,201.84	0.99999	33	95
11/9	1.0407%	0.000028511	\$15,527,865,300.75	0.99999	33	96
11/10	1.0436%	0.000028593	\$15,640,670,988.70	1.00000	34	98
11/11	1.0436%	0.000028593	\$15,640,670,988.70	1.00000	34	98
11/12	1.0436%	0.000028593	\$15,640,670,988.70	1.00000	34	98
11/13	1.0489%	0.000028738	\$15,598,307,917.32	0.99999	32	96
11/14	1.0451%	0.000028634	\$15,561,704,495.66	0.99999	32	96
11/15	1.0526%	0.000028837	\$15,227,106,138.84	0.99998	32	101
11/16	1.0565%	0.000028945	\$15,158,840,414.13	0.99997	33	101
11/17	1.0565%	0.000028945	\$15,139,136,510.57	0.99997	33	101
11/18	1.0565%	0.000028945	\$15,139,136,510.57	0.99997	33	101
11/19	1.0565%	0.000028945	\$15,139,136,510.57	0.99997	33	101
11/20	1.0577%	0.000028977	\$15,147,420,968.26	0.99996	32	100
11/21	1.0543%	0.000028884	\$15,111,136,706.42	0.99996	32	100
11/22	1.0527%	0.000028842	\$15,092,435,088.59	0.99994	32	101
11/23	1.0527%	0.000028842	\$15,092,435,088.59	0.99994	32	101
11/24	1.0605%	0.000029054	\$15,341,908,158.80	0.99995	33	100
11/25	1.0605%	0.000029054	\$15,341,908,158.80	0.99995	33	100
11/26	1.0605%	0.000029054	\$15,341,908,158.80	0.99995	33	100
11/27	1.0755%	0.000029467	\$15,307,475,092.80	0.99995	32	98
11/28	1.0641%	0.000029154	\$15,250,881,526.27	0.99994	33	98
11/29	1.0637%	0.000029143	\$15,179,110,685.69	0.99992	33	99
11/30	1.0705%	0.000029330	\$14,991,999,060.79	0.99991	33	99
Average:	1.0506%	0.000028783	\$15,339,841,222.81	.99997	33	99



TEXPOOL PRIME

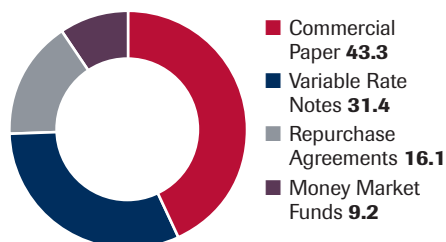
Portfolio by Maturity (%)

As of November 30, 2017



Portfolio by Type of Investment (%)

As of November 30, 2017



Portfolio Asset Summary as of November 30, 2017

	Book Value	Market Value
Uninvested Balance	1,141.66	1,141.66
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	1,510,444.04	1,510,444.04
Interest and Management Fees Payable	-4,625,157.07	-4,625,157.07
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	-6,526.75	-6,526.75
Repurchase Agreements	714,366,000.00	714,366,000.00
Commercial Paper	1,929,309,161.20	1,929,044,729.86
Bank Instruments	0.00	0.00
Mutual Fund Investments	407,100,000.00	407,088,507.80
Government Securities	0.00	0.00
Variable Rate Notes	1,397,691,497.49	1,397,920,509.00
Total	\$4,445,346,560.57	\$4,445,299,648.54

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

Participant Summary

	Number of Participants	Balance
School District	101	\$1,600,213,016.92
Higher Education	15	\$710,049,843.50
Health Care	11	\$205,481,767.57
Utility District	23	\$376,104,536.96
City	59	\$586,525,151.04
County	33	\$295,845,922.01
Other	50	\$671,108,250.65



TEXPOOL *PRIME*

Daily Summary

Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool <i>Prime</i> Invested Balance	NAV	WAM Days	WAL Days
11/1	1.2711%	0.000034826	\$4,376,820,755.05	1.00001	44	72
11/2	1.2733%	0.000034884	\$4,374,192,748.67	1.00001	46	73
11/3	1.2638%	0.000034624	\$4,361,572,091.50	0.99997	47	77
11/4	1.2638%	0.000034624	\$4,361,572,091.50	0.99997	47	77
11/5	1.2638%	0.000034624	\$4,361,572,091.50	0.99997	47	77
11/6	1.3024%	0.000035683	\$4,354,692,478.99	1.00000	45	78
11/7	1.2729%	0.000034873	\$4,331,836,616.80	0.99999	45	79
11/8	1.2760%	0.000034960	\$4,331,756,872.05	0.99998	45	78
11/9	1.2947%	0.000035471	\$4,274,091,164.58	0.99999	45	79
11/10	1.2770%	0.000034985	\$4,290,975,195.19	0.99994	46	79
11/11	1.2770%	0.000034985	\$4,290,975,195.19	0.99994	46	79
11/12	1.2770%	0.000034985	\$4,290,975,195.19	0.99994	46	79
11/13	1.2714%	0.000034834	\$4,335,255,171.93	0.99999	43	76
11/14	1.2770%	0.000034987	\$4,403,057,248.99	0.99999	42	75
11/15	1.2960%	0.000035507	\$4,377,191,413.59	0.99999	42	79
11/16	1.2870%	0.000035259	\$4,376,620,495.12	0.99999	41	78
11/17	1.2935%	0.000035439	\$4,346,175,664.17	0.99996	44	83
11/18	1.2935%	0.000035439	\$4,346,175,664.17	0.99996	44	83
11/19	1.2935%	0.000035439	\$4,346,175,664.17	0.99996	44	83
11/20	1.2877%	0.000035280	\$4,371,438,601.66	0.99999	42	80
11/21	1.2824%	0.000035135	\$4,415,041,688.61	0.99997	41	78
11/22	1.2824%	0.000035133	\$4,422,855,364.74	0.99997	41	78
11/23	1.2824%	0.000035133	\$4,422,855,364.74	0.99997	41	78
11/24	1.2683%	0.000034747	\$4,497,123,926.93	0.99997	40	78
11/25	1.2683%	0.000034747	\$4,497,123,926.93	0.99997	40	78
11/26	1.2683%	0.000034747	\$4,497,123,926.93	0.99997	40	78
11/27	1.3298%	0.000036433	\$4,541,073,818.82	1.00000	38	76
11/28	1.2865%	0.000035247	\$4,540,530,192.97	1.00000	37	77
11/29	1.2970%	0.000035534	\$4,441,405,509.42	0.99999	39	82
11/30	1.3007%	0.000035635	\$4,445,346,560.57	1.00000	38	81
Average:	1.2826%	0.000035140	\$4,387,453,423.36	.99998	43	78

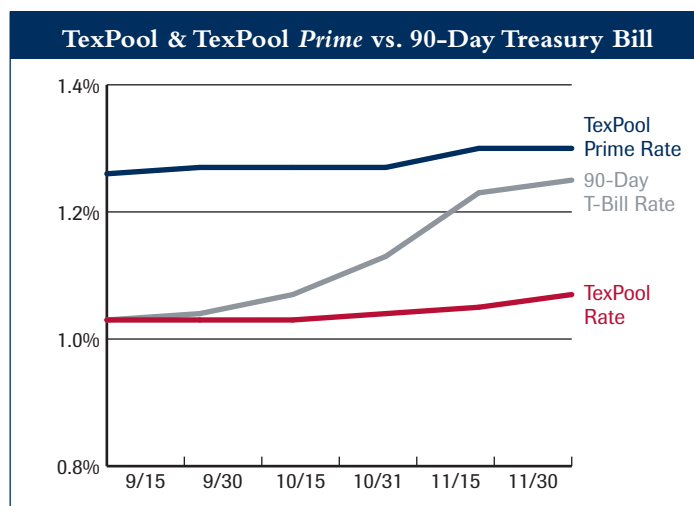


Participant Services
1001 Texas Ave. 14th Floor
Houston, TX 77002

as he did late in November with Carnegie Mellon University economist Marvin Goodfriend—confirmation hearings could take months. The complexities of the economy and monetary policy mean this is not the time for too few voters making far-reaching decisions.

But the opposite should also be a concern. When these posts are filled, what will the Fed's makeup be? Five new FOMC or voting members could swing a relatively neutral Fed to more dovish or more hawkish positions. Policy shifts, of course, can have dramatic effect on the economy, so each added member will bring new uncertainty for the markets.

The London interbank offered rate (Libor) rose at a good clip, suggesting the taper has not impacted normal operations: a rise is expected ahead of a hike and in anticipation of year-end trading/supply pressure. Also, good economic news—all-important retail sales for this holiday shopping season were solid—tends to push rates higher. One-month Libor rose from 1.24% to 1.35% and 3-month from 1.38% to 1.48%, both approximately 10 basis-point increases. If, as expected, the FOMC takes rates to a target range of 1.25% to 1.50% at the December meeting, cash rates on the money market yield curve should continue to rise. So we have shortened the weighted average maturity (WAM) of TexPool to 33 days and TexPool Prime to 38 days. The short end of the Treasury curve rose slightly in November, with 1-month and 3-month Treasury yields rising from 1.02% to 1.17% and 1.13% to 1.29%, respectively.



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

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

Past performance is no guarantee of future results.

TEXPOOL REPORT

MONTH OF DECEMBER 2017

1.1764%

	BEGINNING BALANCE	TRANSFER IN/(OUT)	INT EARNED (Posted Dec)	ENDING BALANCE	PURPOSE OF FUND
GENERAL FUND - UNRESTRICTED	4,472,742.63	(372,146.10)	6,019.22	4,106,615.75	Working capital
GENERAL FUND - RESTRICTED	1,600,000.00	0.00	incl in above	1,600,000.00	
ENTERPRISE FUND - UNRESTRICT	2,612,996.06	(154,769.68)	2,760.10	2,460,986.48	Working capital
ENTERPRISE FUND - RESTRICTED	300,000.00	0.00	incl in above	300,000.00	Customer liability
CAPITAL IMPACT FEES	2,691,072.16	0.00	2,688.78	2,693,760.94	Water & sewer lines extensions & expansions
PARK FEES	79,284.93	0.00	79.22	79,364.15	Reserved for acquisition & development of park land
SEIZURE	33,856.52	0.00	33.83	33,890.35	Solely to purchase equipment for Law Enforcement
CHILD SAFETY PROGRAMS	32,515.65	0.00	32.49	32,548.14	Reserved for Child Safety/School Zones
FEDERAL SEIZURE	15,188.90	0.00	15.18	15,204.08	Criminal Investigation - Federal Funds
HOTEL/MOTEL FUND	1,159,647.14	(64,000.00)	1,156.41	1,096,803.55	Restricted for promotion of tourism
DEBT SERVICE FUND	1,821,363.49	649,462.13	1,842.59	2,472,668.21	Restricted for General fund reserves & yearly debt service
CAPITAL PROJECT BONDS	6,581,373.37	(146,000.00)	6,570.64	6,441,944.01	2016A CO WW Plant, Clarifier & Todville 2016 Sewer
WTR/SWR BONDS	1,282,041.18	0.00	1,280.95	1,283,322.13	Funds transferred from Bond Mkt Acct to allow liquidity
IT BONDS	48,207.40	0.00	48.17	48,255.57	Fiber Optics
PD & GF BONDS	0.00	0.00	0.00	0.00	Public Wokrks Facility
PD & GF BONDS (GEN FUND Reserve)	423,994.62	(250,000.00)	414.86	174,409.48	Public Wokrks Facility funds provided by GF Reserve
FIRE BONDS	25,453.55	0.00	25.43	25,478.98	Fire Engine
LAKESIDE DRIVE CERT DEP	(0.00)	0.00	0.00	(0.00)	
CAROTHERS	77,304.67	0.00	77.24	77,381.91	Carother Facility & Park
ANIMAL	756.28	0.00	0.76	757.04	Animal Shelter Needs - Donation
CRIME DISTRICT	536,541.82	(17,893.68)	519.20	519,167.34	Funds transferred from Bond Mkt Acct to allow liquidity
SEDC II - UNRESTRICTED	3,268,901.83	(33,059.25)	3,411.64	3,239,254.22	Seabrook Economic Development Corporation II
SEDC II - RESTRICT FOR EMERGENCY	180,000.00	0.00	incl in above	180,000.00	Emergency Reserve
STEP FUND	13,472.23	0.00	13.46	13,485.69	
PUBLIC SAFETY	292,424.52	0.00	292.18	292,716.70	Public Safety Needs
MUNI COURT - SECURITY FUND	27,154.15	0.00	27.13	27,181.28	Funds from fines to be used for security
COURT - TIME PAYMENT FEES	15,120.01	0.00	15.11	15,135.12	Funds from fines to be used to improve court
MUNI COURT - TECHNOLOGY FUND	10,748.90	0.00	10.74	10,759.64	Fund court on technology
PUBLIC SAFETY VERF	500,727.17	13,406.58	513.70	514,647.45	Public Safety Vehicle Equipment Replacement
PEG Fund	113,848.03	0.00	113.75	113,961.78	Public Education and Government Access
STABILIZATION FUND	811,288.75	0.00	810.60	812,099.35	Highway 146 Project
WATER RATE STABILIZATION	70,535.60	0.00	70.48	70,606.08	
TOTAL TEXPOOL FUND	29,098,561.56	(375,000.00)	28,843.86	\$28,752,405.42	

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

Michael Gibbs

Finance Director

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



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

Participant Statement

Statement Period 12/01/2017 - 12/31/2017

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

TexPool Update

Did you know that you can make payments directly to your Vendors without completing a Special Wire Instruction Form? Use the Vendor Payment Instructions Form to add a Vendor to your account today! Contact TexPool Participant Services to learn more!

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	\$29,098,561.56	\$0.00	\$375,000.00	\$28,843.86	\$28,752,405.42	\$28,883,610.97
Total Dollar Value	\$29,098,561.56	\$0.00	\$375,000.00	\$28,843.86	\$28,752,405.42	

Portfolio Value

Pool Name	Pool/Account	Market Value (12/01/2017)	Share Price (12/31/2017)	Shares Owned (12/31/2017)	Market Value (12/31/2017)
Texas Local Government Investment Pool	449/1011800001	\$29,098,561.56	\$1.00	28,752,405.420	\$28,752,405.42
Total Dollar Value		\$29,098,561.56			\$28,752,405.42

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
Texas Local Government Investment Pool	449/1011800001	\$28,843.86	\$282,217.81
Total		\$28,843.86	\$282,217.81

Transaction Detail

Texas Local Government Investment Pool

Participant: CITY OF SEABROOK

Pool/Account: 449/1011800001

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
12/01/2017	12/01/2017	BEGINNING BALANCE	\$29,098,561.56	\$1.00		29,098,561.560
12/14/2017	12/14/2017	WITHDRAWAL	\$375,000.00-	\$1.00	375,000.000-	28,723,561.560
12/29/2017	12/29/2017	MONTHLY POSTING	\$28,843.86	\$1.00	28,843.860	28,752,405.420
Account Value as of 12/31/2017			\$28,752,405.42	\$1.00		28,752,405.420



Monthly Newsletter: January 2018

ANNOUNCEMENTS

We welcome the following entities who joined TexPool in December 2017:

TexPool

Pearland Municipal Management District No. 2
Uvalde County Underground Water
Conservation District

TexPool Prime

Town of Little Elm
Hurst-Euless-Bedford ISD
Uvalde County Underground Water
Conservation District
Medina County
Harris County MUD 396

Upcoming Events

GTOT 2017 Winter Seminar
Jan 28, 2018 - Jan 31, 2018,
Austin Convention Center, Austin

TASA Mid-Winter Conference
Feb 26, 2018 - Mar 02, 2018,
Ft. Worth Convention Center, Ft. Worth

2018 TASBO Annual Conference
Apr 15, 2018 - Apr 17, 2018,
Renaissance, Austin

TexPool Advisory Board Members

Jose Elizondo, Jr.	Vivian Wood
Belinda Erwin	Jerry Dale
Patrick Krishock	Sharon Matthews
Michele Tuttle	David Landeros

Overseen by the State of Texas Comptroller
of Public Accounts Glenn Hegar.

Operated under the supervision of the
Texas Treasury Safekeeping Trust Company

Economic and Market Commentary: Looking toward 2018

January 1, 2018

Two major developments in December—the overhaul of the U.S. federal tax code and a hike by the Federal Reserve—will likely keep both short-term government rates and inflation on a steady march into 2% land in 2018. That's a sunny path to be sure, but there's potential for distractions.

The Federal Reserve is, of course, at the center of it all. Its December Federal Open Market Committee (FOMC) meeting went as expected, resulting in a rate increase (to a range of 1.25-1.50%) and projections for three more in 2018. We think the moves will be front-loaded—happening in March, June and September—leaving open the potential for yet another one of those Fed year-end hikes. But whenever they come, three rate increases would put the short end of the London interbank offered rate (Libor) in a range of 2-2.25%. Indeed, the cash markets could very well have a two handle in 2018.

But as we all know, the Fed can create bumps in the road, and there will be opportunities. One is what the effect will be on the yield curve from the ever-increasing roll-off of its mammoth balance sheet. If the Fed sticks to its announced schedule, it will be reducing reinvestments by \$50 billion a month in the final quarter of 2018 and will have pared

(continued page 6)

Performance as of December 31, 2017

	TexPool	TexPool Prime
Current Invested Balance	\$17,530,157,281.13	\$5,226,591,729.29
Weighted Average Maturity	33	38
Weighted Average Life	89	68
Net Asset Value	0.99992	0.99981
Total Number of Participants	2,445	297
Management Fee on Invested Balance	0.0473%	0.0638%
Interest Distributed	\$16,280,860.32	\$5,603,189.63
Management Fee Collected	\$636,414.54	\$218,791.26
Standard & Poor's Current Rating	AAAm	AAAm

Month Averages

Average Invested Balance	\$16,261,615,415.51	\$4,728,703,689.27
Average Monthly Rate	1.1764%	1.3917%
Average Weighted Average Maturity	33	38
Average Weighted Average Life	93	76

**This average monthly rate for TexPool Prime for each date may reflect a waiver of some portion or all of each of the management fees.*

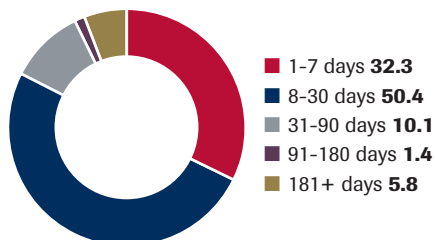
***See page 2 for definitions.*

Past performance is no guarantee of future results.



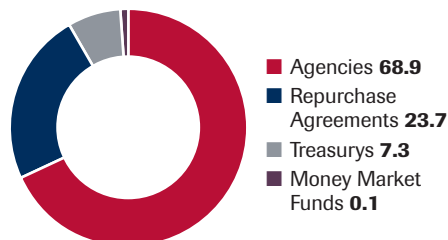
Portfolio by Maturity (%)

As of December 31, 2017



Portfolio by Type of Investment (%)

As of December 31, 2017



Portfolio Asset Summary as of December 31, 2017

	Book Value	Market Value
Uninvested Balance	-\$5,514.92	-\$5,514.92
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	15,196,559.10	15,196,559.10
Interest and Management Fees Payable	-16,282,851.92	-16,282,851.92
Payable for Investments Purchased	-71,671,400.00	-71,671,400.00
Accrued Expenses & Taxes	-68,067.51	-68,067.51
Repurchase Agreements	4,163,454,000.00	4,163,454,000.00
Mutual Fund Investments	15,022,103.88	15,022,103.88
Government Securities	12,135,038,153.90	12,134,295,869.39
U.S. Treasury Inflation Protected Securities	1,089,056,752.18	1,088,995,115.70
US Treasury Bills	0.00	0.00
US Treasury Notes	200,417,546.42	200,000,000.00
Total	\$17,530,157,281.13	\$17,528,935,813.72

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

Participant Summary

	Number of Participants	Balance
School District	583	\$6,093,121,757.16
Higher Education	57	\$949,124,486.40
Health Care	81	\$551,752,752.84
Utility District	770	\$2,379,496,909.51
City	457	\$4,109,097,858.79
County	185	\$1,870,531,748.69
Other	312	\$1,573,497,444.77

**Definition of Weighted Average Maturity and Weighted Average Life

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

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



Daily Summary

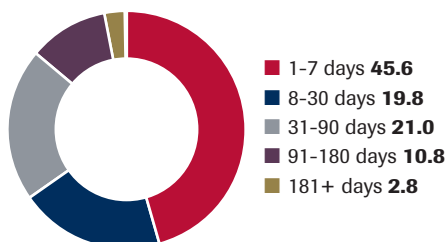
Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool Invested Balance	NAV	WAM Days	WAL Days
12/1	1.0704%	0.000029325	\$14,923,237,150.66	0.99991	33	100
12/2	1.0704%	0.000029325	\$14,923,237,150.66	0.99991	33	100
12/3	1.0704%	0.000029325	\$14,923,237,150.66	0.99991	33	100
12/4	1.0770%	0.000029508	\$14,898,891,800.07	0.99990	32	98
12/5	1.0762%	0.000029485	\$14,929,281,007.23	0.99990	31	97
12/6	1.0792%	0.000029567	\$14,983,125,767.73	0.99990	31	96
12/7	1.0795%	0.000029574	\$15,027,728,243.81	0.99990	31	95
12/8	1.0885%	0.000029821	\$15,167,656,532.43	0.99990	33	98
12/9	1.0885%	0.000029821	\$15,167,656,532.43	0.99990	33	98
12/10	1.0885%	0.000029821	\$15,167,656,532.43	0.99990	33	98
12/11	1.0918%	0.000029913	\$15,189,256,010.78	0.99990	30	95
12/12	1.0965%	0.000030041	\$15,446,143,821.05	0.99990	31	92
12/13	1.1122%	0.000030470	\$15,545,326,818.33	0.99987	31	90
12/14	1.1768%	0.000032240	\$15,586,875,196.69	0.99988	32	95
12/15	1.1665%	0.000031959	\$16,137,570,879.23	0.99987	32	94
12/16	1.1665%	0.000031959	\$16,137,570,879.23	0.99987	32	94
12/17	1.1665%	0.000031959	\$16,137,570,879.23	0.99987	32	94
12/18	1.3223%	0.000036228	\$16,655,301,078.14	0.99989	30	90
12/19	1.2462%	0.000034143	\$17,018,058,719.27	0.99988	30	83
12/20	1.2405%	0.000033986	\$16,818,306,334.36	0.99988	34	93
12/21	1.2484%	0.000034202	\$17,427,706,137.92	0.99990	34	88
12/22	1.2485%	0.000034205	\$17,644,526,729.36	0.99991	35	91
12/23	1.2485%	0.000034205	\$17,644,526,729.36	0.99991	35	91
12/24	1.2485%	0.000034205	\$17,644,526,729.36	0.99991	35	91
12/25	1.2485%	0.000034205	\$17,644,526,729.36	0.99991	35	91
12/26	1.2696%	0.000034783	\$17,670,998,017.39	0.99990	33	89
12/27	1.2696%	0.000034784	\$17,648,866,580.23	0.99990	32	89
12/28	1.2722%	0.000034854	\$17,410,239,900.03	0.99989	32	89
12/29	1.2803%	0.000035078	\$17,530,157,281.13	0.99992	33	89
12/30	1.2803%	0.000035078	\$17,530,157,281.13	0.99992	33	89
12/31	1.2803%	0.000035078	\$17,530,157,281.13	0.99992	33	89
Average:	1.1764%	0.000032231	\$16,261,615,415.51	0.99990	33	93



TEXPOOL PRIME

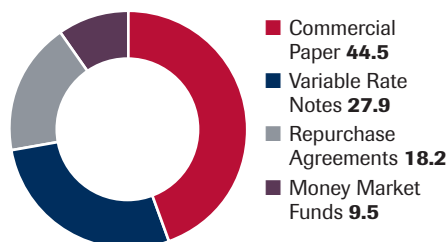
Portfolio by Maturity (%)

As of December 31, 2017



Portfolio by Type of Investment (%)

As of December 31, 2017



Portfolio Asset Summary as of December 31, 2017

	Book Value	Market Value
Uninvested Balance	\$1,880.92	\$1,880.92
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	1,700,284.05	1,700,284.05
Interest and Management Fees Payable	-5,603,813.84	-5,603,813.84
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	-25,252.26	-25,252.26
Repurchase Agreements	951,884,000.00	951,884,000.00
Commercial Paper	2,324,850,399.55	2,323,844,728.91
Bank Instruments	0.00	0.00
Mutual Fund Investments	497,099,999.35	497,002,497.80
Government Securities	0.00	0.00
Variable Rate Notes	1,456,684,231.52	1,456,667,795.00
Total	\$5,226,591,729.29	\$5,225,472,120.58

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

Participant Summary

	Number of Participants	Balance
School District	102	\$2,034,910,132.62
Higher Education	15	\$683,553,785.31
Health Care	11	\$297,585,778.12
Utility District	24	\$345,731,604.83
City	60	\$768,278,582.46
County	34	\$412,809,158.60
Other	51	\$678,706,210.08



TEXPOOL *PRIME*

Daily Summary

Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool <i>Prime</i> Invested Balance	NAV	WAM Days	WAL Days
12/1	1.3067%	0.000035799	\$4,359,830,420.13	0.99996	39	83
12/2	1.3067%	0.000035799	\$4,359,830,420.13	0.99996	39	83
12/3	1.3067%	0.000035799	\$4,359,830,420.13	0.99996	39	83
12/4	1.3113%	0.000035927	\$4,363,215,843.28	0.99999	38	80
12/5	1.3090%	0.000035864	\$4,393,734,113.67	0.99998	38	79
12/6	1.3177%	0.000036102	\$4,398,784,834.08	0.99998	38	80
12/7	1.3231%	0.000036248	\$4,364,573,108.22	0.99997	38	80
12/8	1.3155%	0.000036042	\$4,436,639,975.23	0.99993	38	79
12/9	1.3155%	0.000036042	\$4,436,639,975.23	0.99993	38	79
12/10	1.3155%	0.000036042	\$4,436,639,975.23	0.99993	38	79
12/11	1.3186%	0.000036127	\$4,472,891,058.87	0.99995	36	77
12/12	1.3014%	0.000035655	\$4,732,063,767.87	0.99994	35	73
12/13	1.3222%	0.000036226	\$4,719,138,735.50	0.99991	38	75
12/14	1.4018%	0.000038405	\$4,732,628,049.70	0.99988	39	77
12/15	1.4092%	0.000038608	\$4,712,722,744.15	0.99982	39	77
12/16	1.4092%	0.000038608	\$4,712,722,744.15	0.99982	39	77
12/17	1.4092%	0.000038608	\$4,712,722,744.15	0.99982	39	77
12/18	1.4159%	0.000038791	\$4,908,865,464.35	0.99987	37	72
12/19	1.4390%	0.000039424	\$4,803,842,677.39	0.99986	38	74
12/20	1.4377%	0.000039388	\$4,782,090,851.29	0.99984	39	74
12/21	1.4481%	0.000039675	\$4,814,175,767.35	0.99982	39	75
12/22	1.4555%	0.000039877	\$4,907,402,922.90	0.99978	40	74
12/23	1.4555%	0.000039877	\$4,907,402,922.90	0.99978	40	74
12/24	1.4555%	0.000039877	\$4,907,402,922.90	0.99978	40	74
12/25	1.4555%	0.000039877	\$4,907,402,922.90	0.99978	40	74
12/26	1.5225%	0.000041713	\$5,034,835,698.83	0.99985	37	69
12/27	1.4723%	0.000040337	\$5,079,560,718.67	0.99983	36	68
12/28	1.4613%	0.000040035	\$5,152,447,380.21	0.99984	35	67
12/29	1.4746%	0.000040400	\$5,226,591,729.29	0.99981	38	68
12/30	1.4746%	0.000040400	\$5,226,591,729.29	0.99981	38	68
12/31	1.4746%	0.000040400	\$5,226,591,729.29	0.99981	38	68
Average:	1.3917%	0.000038128	\$4,728,703,689.27	0.99988	38	76

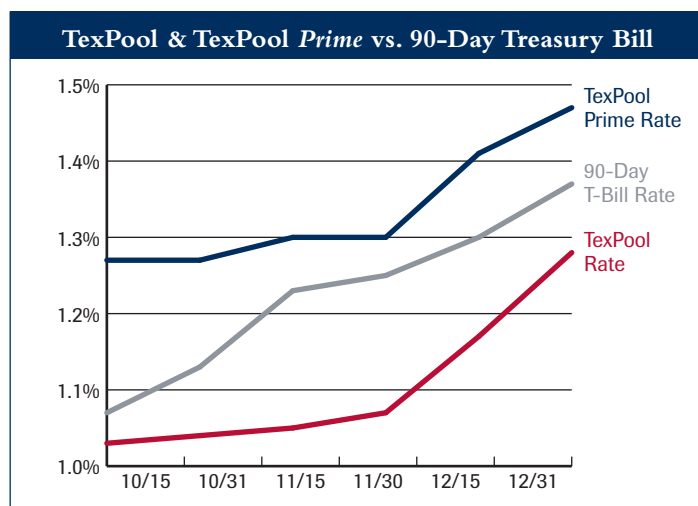


Participant Services
1001 Texas Ave. 14th Floor
Houston, TX 77002

\$450 billion from the start of the program in October 2017. That's a significant amount in total, and the slow rise means supply will be in constant change and no one knows exactly how the markets will react.

Another continuing Fed issue is the number of empty seats on its board of governors. When the board is at full strength, the governors make up the majority of the policy-setting FOMC compared to the presidents of the regional Fed branches. There is potential for risk in 2018 if we have four open posts out of a 12-member capacity, especially if New York Fed President William Dudley makes good on his plan to retire soon. Monetary policy—particularly as policymakers head into the uncharted territory of paring the large balance sheet—should be navigated with a full crew.

The effect of tax reform on money markets also is an unknown, but ultimately, we don't expect much change from the environment of the latter half of 2017. The U.S. economy is gaining momentum and Libor remains supportive (1-month rising from 1.35% to 1.57% and 3-month from 1.48% to 1.69%). Because of year-end activity, we shortened the weighted average maturity (WAM) of TexPool Prime to 38 days. The short end of the Treasury curve rose slightly in December, with 1-month and 3-month Treasury yields rising from 1.17% to 1.25% and 1.29% to 1.45%, respectively.



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

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

Past performance is no guarantee of future results.



Agenda Briefing

Date of Meeting: 5/01/2018

Submitting Department: Finance

Date Submitted: 4/23/2018

Prepared By: Mike Gibbs

Presenter: Mike Gibbs

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: Quarterly Investment Report

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

Executive Summary:

Background/Issue (What prompted this need?): Policy and PFIA requirement

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. Quarterly Investment Report January 2018 through March 2018
 - 2.
 - 3.
 - 4.
 - 5.
 - 6.
 - 7.
 - 8.
 - 9.
 - 10.
-

Recommended Placement on Agenda: Consent Agenda

Recommended Action:

Reviewed by Department Director, if applicable ☐

Reviewed by Finance Director, 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.

Reviewed by City Attorney, if applicable ☐

Reviewed by City Manager ☒

TEXPOOL REPORT

MONTH OF JANUARY 2018

1.2989%

	BEGINNING BALANCE	TRANSFER IN/(OUT)	INT EARNED (Posted Dec)	ENDING BALANCE	PURPOSE OF FUND
GENERAL FUND - UNRESTRICTED	4,106,615.75	2,987,048.68	8,331.39	7,101,995.82	Working capital
GENERAL FUND - RESTRICTED	1,600,000.00	0.00	incl in above	1,600,000.00	
ENTERPRISE FUND - UNRESTRICT	2,460,986.48	(9,636.91)	2,788.76	2,454,138.33	Working capital
ENTERPRISE FUND - RESTRICTED	300,000.00	0.00	incl in above	300,000.00	Customer liability
CAPITAL IMPACT FEES	2,693,760.94	0.00	2,971.63	2,696,732.57	Water & sewer lines extensions & expansions
PARK FEES	79,364.15	0.00	87.55	79,451.70	Reserved for acquisition & development of park land
SEIZURE	33,890.35	0.00	37.39	33,927.74	Solely to purchase equipment for Law Enforcement
CHILD SAFETY PROGRAMS	32,548.14	(1,000.00)	35.87	31,584.01	Reserved for Child Safety/School Zones
FEDERAL SEIZURE	15,204.08	0.00	16.77	15,220.85	Criminal Investigation - Federal Funds
HOTEL/MOTEL FUND	1,096,803.55	10,000.00	1,212.11	1,108,015.66	Restricted for promotion of tourism
DEBT SERVICE FUND	2,472,668.21	600,582.17	2,747.35	3,075,997.73	Restricted for General fund reserves & yearly debt service
CAPITAL PROJECT BONDS	6,441,944.01	0.00	7,106.46	6,449,050.47	2016A CO WW Plant, Clarifier & Todville 2016 Sewer
WTR/SWR BONDS	1,283,322.13	(231,000.00)	1,407.31	1,053,729.44	Funds transferred from Bond Mkt Acct to allow liquidity
IT BONDS	48,255.57	0.00	53.23	48,308.80	Fiber Optics
PD & GF BONDS	0.00	0.00	0.00	0.00	Public Wokrks Facility
PD & GF BONDS (GEN FUND Reserve)	174,409.48	(82,000.00)	189.42	92,598.90	Public Wokrks Facility funds provided by GF Reserve
FIRE BONDS	25,478.98	0.00	28.11	25,507.09	Fire Engine
LAKESIDE DRIVE CERT DEP	(0.00)	0.00	0.00	(0.00)	
CAROTHERS	77,381.91	0.00	85.36	77,467.27	Carother Facility & Park
ANIMAL	757.04	0.00	0.84	757.88	Animal Shelter Needs - Donation
CRIME DISTRICT	519,167.34	(13,406.58)	557.93	506,318.69	Funds transferred from Bond Mkt Acct to allow liquidity
SEDC II - UNRESTRICTED	3,239,254.22	25,006.06	3,781.46	3,268,041.74	Seabrook Economic Development Corporation II
SEDC II - RESTRICT FOR EMERGENCY	180,000.00	0.00	incl in above	180,000.00	Emergency Reserve
STEP FUND	13,485.69	0.00	14.88	13,500.57	
PUBLIC SAFETY	292,716.70	0.00	322.91	293,039.61	Public Safety Needs
MUNI COURT - SECURITY FUND	27,181.28	0.00	29.99	27,211.27	Funds from fines to be used for security
COURT - TIME PAYMENT FEES	15,135.12	0.00	16.70	15,151.82	Funds from fines to be used to improve court
MUNI COURT - TECHNOLOGY FUND	10,759.64	(4,000.00)	11.72	6,771.36	Fund court on technology
PUBLIC SAFETY VERF	514,647.45	13,406.58	582.52	528,636.55	Public Safety Vehicle Equipment Replacement
PEG Fund	113,961.78	0.00	125.72	114,087.50	Public Education and Government Access
STABILIZATION FUND	812,099.35	0.00	895.87	812,995.22	Highway 146 Project
WATER RATE STABILIZATION	70,606.08	105,000.00	193.72	175,799.80	
TOTAL TEXPOOL FUND	28,752,405.42	3,400,000.00	33,632.97	\$32,186,038.39	

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

Michael Gibbs

Finance Director

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



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

Participant Statement

Statement Period 01/01/2018 - 01/31/2018

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

TexPool Update

Did you know that you can make payments directly to your Vendors without completing a Special Wire Instruction Form? Use the Vendor Payment Instructions Form to add a Vendor to your account today! Contact TexPool Participant Services to learn more!

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	\$28,752,405.42	\$3,400,000.00	\$0.00	\$33,632.97	\$32,186,038.39	\$30,476,071.00
Total Dollar Value	\$28,752,405.42	\$3,400,000.00	\$0.00	\$33,632.97	\$32,186,038.39	

Portfolio Value

Pool Name	Pool/Account	Market Value (01/01/2018)	Share Price (01/31/2018)	Shares Owned (01/31/2018)	Market Value (01/31/2018)
Texas Local Government Investment Pool	449/1011800001	\$28,752,405.42	\$1.00	32,186,038.390	\$32,186,038.39
Total Dollar Value		\$28,752,405.42			\$32,186,038.39

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
Texas Local Government Investment Pool	449/1011800001	\$33,632.97	\$33,632.97
Total		\$33,632.97	\$33,632.97

Transaction Detail

Texas Local Government Investment Pool

Participant: CITY OF SEABROOK

Pool/Account: 449/1011800001

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
01/01/2018	01/01/2018	BEGINNING BALANCE	\$28,752,405.42	\$1.00		28,752,405.420
01/11/2018	01/11/2018	TRANSFER DEPOSIT	\$2,500,000.00	\$1.00	2,500,000.000	31,252,405.420
01/31/2018	01/31/2018	TRANSFER DEPOSIT	\$900,000.00	\$1.00	900,000.000	32,152,405.420
01/31/2018	01/31/2018	MONTHLY POSTING	\$33,632.97	\$1.00	33,632.970	32,186,038.390
Account Value as of 01/31/2018			\$32,186,038.39	\$1.00		32,186,038.390



Monthly Newsletter: February 2018

ANNOUNCEMENTS

We welcome the following entities who joined TexPool in January 2018:

TexPool

Viridian Municipal Management District
North Padre Island Development Corporation
Denton County FWSD 1-B

TexPool Prime

Lago Vista ISD

Upcoming Events

Feb 26, 2018 - Mar 02, 2018,
Ft. Worth Convention Center, Ft. Worth
2018 TASBO Annual Conference

Apr 15, 2018 - Apr 17, 2018,
Renaissance, Austin
GFOAT 2018 Spring Conference

Apr 17, 2018 - Apr 19, 2018,
Embassy Suites Hotel, Spa and
Convention Center, San Marcos
2018 46th Annual County Treasurers
Continuing Education

TexPool Advisory Board Members

Jose Elizondo, Jr.	Vivian Wood
Belinda Erwin	Jerry Dale
Patrick Krishock	Sharon Matthews
Michele Tuttle	David Landeros

Overseen by the State of Texas Comptroller of Public Accounts Glenn Hegar.

Operated under the supervision of the Texas Treasury Safekeeping Trust Company

Economic and Market Commentary: Stay the course

February 1, 2018

For an entity whose leader has essentially been let go (“You’re fired”) by the new boss, the Federal Reserve (Fed) is expected to have a smooth transition from Chair Janet Yellen to incoming head Jerome Powell. Down the road, Powell undoubtedly will put his stamp on policy, and probably in the realm of financial regulation. But in the short term, the shift should be like a copilot taking the controls when the pilot needs a break.

Of course, that doesn’t happen when the airplane is fighting turbulence. Powell benefits from an improving domestic economy and normalization policy that are going smoothly. We think he will rely on the central bank’s “data dependent” approach until he is more comfortable with the new position. After all, he has been on the Fed board for some time (since 2012) and has never dissented from the policy-setting Federal Open Market Committee (FOMC) statement under Yellen or former Chairman Ben Bernanke.

Given the amount of open seats on the FOMC—four now and five if New York Fed president William Dudley retires and the Senate doesn’t confirm, or delays the confirmation of, Marvin Goodfriend—Powell might be best served letting the Fed’s economic projections (known as the “dot plot”) and other expectations do the talking. That the tapering of the

(continued page 6)

Performance as of January 31, 2018

	TexPool	TexPool Prime
Current Invested Balance	\$21,138,118,125.66	\$6,151,424,457.69
Weighted Average Maturity	26	32
Weighted Average Life	84	73
Net Asset Value	0.99994	0.99995
Total Number of Participants	2,448	298
Management Fee on Invested Balance	0.0473%	0.0638%
Interest Distributed	\$21,411,340.78	\$7,497,944.53
Management Fee Collected	\$772,459.04	\$279,840.57
Standard & Poor’s Current Rating	AAAm	AAAm

Month Averages

Average Invested Balance	\$19,416,949,912.12	\$5,822,597,377.94
Average Monthly Rate	1.2989%	1.5156%
Average Weighted Average Maturity	30	76
Average Weighted Average Life	88	298

*This average monthly rate for TexPool Prime for each date may reflect a waiver of some portion or all of each of the management fees.

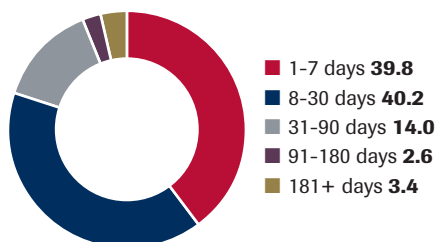
**See page 2 for definitions.

Past performance is no guarantee of future results.



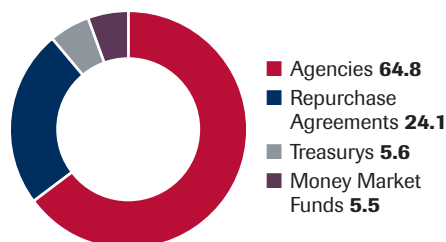
Portfolio by Maturity (%)

As of January 31, 2018



Portfolio by Type of Investment (%)

As of January 31, 2018



Portfolio Asset Summary as of January 31, 2018

	Book Value	Market Value
Uninvested Balance	-\$650.64	-\$650.64
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	6,664,259.07	6,664,259.07
Interest and Management Fees Payable	-21,411,393.84	-21,411,393.84
Payable for Investments Purchased	-150,000,000.00	-150,000,000.00
Accrued Expenses & Taxes	-26,485.36	-26,485.36
Repurchase Agreements	5,135,959,000.00	5,135,959,000.00
Mutual Fund Investments	1,160,022,103.88	1,160,022,103.88
Government Securities	13,807,066,617.03	13,806,123,309.14
U.S. Treasury Inflation Protected Securities	0.00	0.00
US Treasury Bills	999,498,333.20	999,534,400.00
US Treasury Notes	200,346,342.32	199,933,593.50
Total	\$21,138,118,125.66	\$21,136,798,135.75

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

Participant Summary

	Number of Participants	Balance
School District	583	\$7,506,709,375.65
Higher Education	57	\$1,166,970,781.10
Healthcare	81	\$907,148,480.66
Utility District	771	\$2,751,268,112.78
City	457	\$4,817,376,080.57
County	185	\$2,485,555,348.52
Other	314	\$1,501,685,589.49

**Definition of Weighted Average Maturity and Weighted Average Life

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

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



Daily Summary

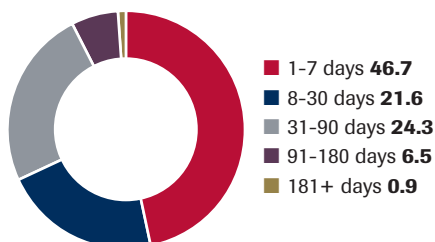
Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool Invested Balance	NAV	WAM Days	WAL Days
1/1	1.2803%	0.000035078	\$17,530,157,281.00	0.99992	33	89
1/2	1.2645%	0.000034644	\$18,021,522,525.02	0.99990	29	84
1/3	1.2793%	0.000035049	\$18,309,498,310.14	0.99990	30	85
1/4	1.2837%	0.000035171	\$18,403,466,730.02	0.99990	30	84
1/5	1.2832%	0.000035157	\$18,611,644,481.87	0.99991	31	89
1/6	1.2832%	0.000035157	\$18,611,644,481.87	0.99991	31	89
1/7	1.2832%	0.000035157	\$18,611,644,481.87	0.99991	31	89
1/8	1.2770%	0.000034985	\$18,755,265,112.36	0.99991	28	86
1/9	1.2778%	0.000035007	\$18,812,904,270.94	0.99991	27	85
1/10	1.2771%	0.000034989	\$18,922,621,827.36	0.99991	27	84
1/11	1.2828%	0.000035144	\$18,881,443,261.23	0.99991	28	86
1/12	1.2903%	0.000035351	\$19,123,608,473.94	0.99992	28	86
1/13	1.2903%	0.000035351	\$19,123,608,473.94	0.99992	28	86
1/14	1.2903%	0.000035351	\$19,123,608,473.94	0.99992	28	86
1/15	1.2903%	0.000035351	\$19,123,608,473.94	0.99992	28	86
1/16	1.3101%	0.000035892	\$19,202,975,837.72	0.99991	29	81
1/17	1.3111%	0.000035921	\$19,340,442,997.89	0.99992	31	86
1/18	1.3055%	0.000035767	\$19,568,752,092.55	0.99992	32	92
1/19	1.3097%	0.000035881	\$19,776,523,182.25	0.99992	33	96
1/20	1.3097%	0.000035881	\$19,776,523,182.25	0.99992	33	96
1/21	1.3097%	0.000035881	\$19,776,523,182.25	0.99992	33	96
1/22	1.3048%	0.000035749	\$19,900,685,275.28	0.99992	31	94
1/23	1.3115%	0.000035932	\$19,930,477,932.46	0.99991	30	92
1/24	1.3179%	0.000036107	\$20,167,489,360.85	0.99992	30	92
1/25	1.3176%	0.000036098	\$20,309,884,877.66	0.99993	30	90
1/26	1.3191%	0.000036141	\$20,447,713,165.55	0.99993	31	90
1/27	1.3191%	0.000036141	\$20,447,713,165.55	0.99993	31	90
1/28	1.3191%	0.000036141	\$20,447,713,165.55	0.99993	31	90
1/29	1.3191%	0.000036139	\$20,647,964,724.16	0.99993	28	87
1/30	1.3208%	0.000036185	\$21,079,700,348.63	0.99993	27	85
1/31	1.3270%	0.000036357	\$21,138,118,125.66	0.99994	26	84
Average:	1.2989%	0.000035586	\$19,416,949,912.12	.96867	30	88



TEXPOOL PRIME

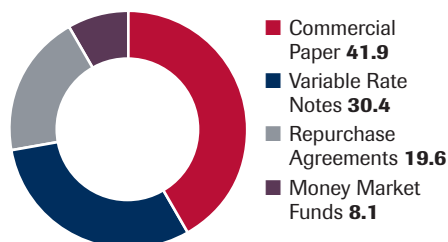
Portfolio by Maturity (%)

As of January 31, 2018



Portfolio by Type of Investment (%)

As of January 31, 2018



Portfolio Asset Summary as of January 31, 2018

	Book Value	Market Value
Uninvested Balance	\$1,175.98	\$1,175.98
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	2,350,667.25	2,350,667.25
Interest and Management Fees Payable	-7,497,905.06	-7,497,905.06
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	-9,895.58	-9,895.58
Repurchase Agreements	1,208,093,000.00	1,208,093,000.00
Commercial Paper	2,578,699,250.97	2,578,168,148.83
Bank Instruments	0.00	0.00
Mutual Fund Investments	497,099,999.35	497,052,003.75
Government Securities	0.00	0.00
Variable Rate Notes	1,872,688,164.78	1,872,920,244.00
Total	\$6,151,424,457.69	\$6,151,077,439.17

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

Participant Summary

	Number of Participants	Balance
School District	103	\$2,776,790,197.57
Higher Education	15	\$823,636,641.36
Healthcare	11	\$309,578,083.30
Utility District	24	\$353,411,143.96
City	60	\$831,008,498.87
County	34	\$542,226,307.21
Other	51	\$514,744,063.06



TEXPOOL *PRIME*

Daily Summary

Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool <i>Prime</i> Invested Balance	NAV	WAM Days	WAL Days
1/1	1.4746%	0.000040400	\$5,226,591,729.00	0.99981	38	68
1/2	1.4881%	0.000040771	\$5,311,591,978.97	0.99986	34	63
1/3	1.4750%	0.000040411	\$5,425,145,944.20	0.99986	34	66
1/4	1.4826%	0.000040618	\$5,592,018,684.96	0.99987	33	69
1/5	1.4853%	0.000040694	\$5,628,183,134.93	0.99985	33	77
1/6	1.4853%	0.000040694	\$5,628,183,134.93	0.99985	33	77
1/7	1.4853%	0.000040694	\$5,628,183,134.93	0.99985	33	77
1/8	1.5157%	0.000041526	\$5,748,934,829.38	0.99994	32	80
1/9	1.4843%	0.000040667	\$5,841,319,429.50	0.99994	32	79
1/10	1.4972%	0.000041020	\$5,882,485,341.03	0.99993	33	81
1/11	1.5104%	0.000041381	\$5,873,367,846.85	0.99993	33	81
1/12	1.5244%	0.000041765	\$5,949,049,108.23	0.99987	33	80
1/13	1.5244%	0.000041765	\$5,949,049,108.23	0.99987	33	80
1/14	1.5244%	0.000041765	\$5,949,049,108.23	0.99987	33	80
1/15	1.5244%	0.000041765	\$5,949,049,108.23	0.99987	33	80
1/16	1.5279%	0.000041859	\$5,950,331,211.64	0.99993	30	77
1/17	1.5125%	0.000041438	\$5,900,782,791.07	0.99992	30	77
1/18	1.5181%	0.000041592	\$5,901,894,485.63	0.99993	30	77
1/19	1.5175%	0.000041575	\$5,940,137,068.42	0.99990	30	77
1/20	1.5175%	0.000041575	\$5,940,137,068.42	0.99990	30	77
1/21	1.5175%	0.000041575	\$5,940,137,068.42	0.99990	30	77
1/22	1.5211%	0.000041673	\$5,949,633,221.78	0.99994	30	75
1/23	1.5165%	0.000041549	\$6,018,843,254.21	0.99994	29	74
1/24	1.5396%	0.000042181	\$5,736,784,071.69	0.99994	31	78
1/25	1.5360%	0.000042083	\$5,841,892,373.46	0.99994	30	76
1/26	1.5413%	0.000042227	\$5,872,065,336.08	0.99991	32	77
1/27	1.5413%	0.000042227	\$5,872,065,336.08	0.99991	32	77
1/28	1.5413%	0.000042227	\$5,872,065,336.08	0.99991	32	77
1/29	1.5510%	0.000042493	\$5,989,910,708.15	0.99995	33	76
1/30	1.5536%	0.000042565	\$6,040,213,305.79	0.99994	32	75
1/31	1.5509%	0.000042490	\$6,151,424,457.69	0.99995	32	73
Average:	1.5156%	0.000041525	\$5,822,597,377.94	.99990	32	76

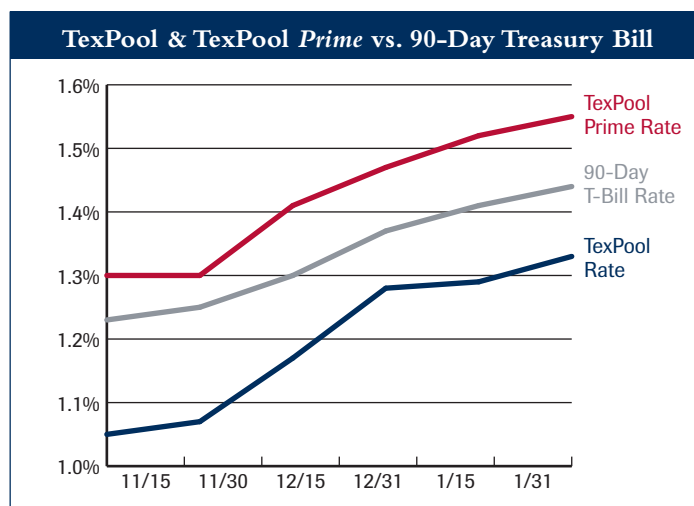


Participant Services
1001 Texas Ave. 14th Floor
Houston, TX 77002

balance sheet has begun on a set path will help. The point here is that, in the short term, Powell has the luxury of a supportive structure in place for the transition and, frankly, that he should rely on it. Challenges are on the horizon, including the pace of rate hikes if inflation wakes up—or animal spirits rouse it—and the potential that wages finally take off.

Then there is the debt ceiling issue. While it would seem to be a challenge, we have very few concerns that the government will allow a technical default. We have been down this path before. But that's our strategic outlook; tactically, we are preparing for it by generally avoiding trades in the 4- to 6-week range unless they are slam dunks. Those still exist because the market has no consensus on exactly when the Treasury would run out of extraordinary measures and have to go to, well, even more extraordinary measures.

Our holdings on the prime and govie sectors continued to buy floaters when they were attractively priced. Issuance was not a problem throughout month of January, with plenty of floating-rate securities from banks, commercial paper issuers and government agencies. On the fixed-rate side, three months and under, we also found good value. On the other side of the December 2017 rate hike, the 1-month London interbank offered rate (Libor) was static in January at around 1.57%. But the 3-month area of the curve rose from 1.69% to 1.77% and the 6-month jumped from 1.84% to 1.97%, both starting to anticipate the likely March hike. At the short end of the Treasury curve, 1-month yields leapt from 1.25%



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

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

Past performance is no guarantee of future results.

to 1.44% on the Fed optimism, while 3-month yields slipped from 1.45% to 1.43%. The weighted average maturity (WAM) of TexPool Prime was 26 days, whereas TexPool Prime had a WAM of 32 days.

TEXPOOL REPORT

MONTH OF FEBRUARY 2018

1.3438%

	BEGINNING BALANCE	TRANSFER IN/(OUT)	INT EARNED (Posted Dec)	ENDING BALANCE	PURPOSE OF FUND
GENERAL FUND - UNRESTRICTED	7,101,995.82	(131,661.51)	9,143.59	6,979,477.90	Working capital
GENERAL FUND - RESTRICTED	1,600,000.00	0.00	incl in above	1,600,000.00	
ENTERPRISE FUND - UNRESTRICT	2,454,138.33	(29,604.41)	2,703.28	2,427,237.20	Working capital
ENTERPRISE FUND - RESTRICTED	300,000.00	0.00	incl in above	300,000.00	Customer liability
CAPITAL IMPACT FEES	2,696,732.57	0.00	2,779.87	2,699,512.44	Water & sewer lines extensions & expansions
PARK FEES	79,451.70	0.00	81.90	79,533.60	Reserved for acquisition & development of park land
SEIZURE	33,927.74	0.00	34.97	33,962.71	Solely to purchase equipment for Law Enforcement
CHILD SAFETY PROGRAMS	31,584.01	0.00	32.56	31,616.57	Reserved for Child Safety/School Zones
FEDERAL SEIZURE	15,220.85	0.00	15.69	15,236.54	Criminal Investigation - Federal Funds
HOTEL/MOTEL FUND	1,108,015.66	0.00	1,142.18	1,109,157.84	Restricted for promotion of tourism
DEBT SERVICE FUND	3,075,997.73	235,211.81	3,123.47	3,314,333.01	Restricted for General fund reserves & yearly debt service
CAPITAL PROJECT BONDS	6,449,050.47	(86,000.00)	6,644.61	6,369,695.08	2016A CO WW Plant, Clarifier & Todville 2016 Sewer
WTR/SWR BONDS	1,053,729.44	(20,000.00)	1,085.46	1,034,814.90	Funds transferred from Bond Mkt Acct to allow liquidity
IT BONDS	48,308.80	0.00	49.80	48,358.60	Fiber Optics
PD & GF BONDS	0.00	0.00	0.00	0.00	Public Wokrks Facility
PD & GF BONDS (GEN FUND Reserve)	92,598.90	0.00	95.45	92,694.35	Public Wokrks Facility funds provided by GF Reserve
FIRE BONDS	25,507.09	0.00	26.29	25,533.38	Fire Engine
LAKESIDE DRIVE CERT DEP	(0.00)	0.00	0.00	(0.00)	
CAROTHERS	77,467.27	0.00	79.86	77,547.13	Carother Facility & Park
ANIMAL	757.88	0.00	0.78	758.66	Animal Shelter Needs - Donation
CRIME DISTRICT	506,318.69	(13,406.58)	508.11	493,420.22	Funds transferred from Bond Mkt Acct to allow liquidity
SEDC II - UNRESTRICTED	3,268,041.74	32,054.11	3,568.20	3,303,664.05	Seabrook Economic Development Corporation II
SEDC II - RESTRICT FOR EMERGENCY	180,000.00	0.00	incl in above	180,000.00	Emergency Reserve
STEP FUND	13,500.57	0.00	13.92	13,514.49	
PUBLIC SAFETY	293,039.61	0.00	302.07	293,341.68	Public Safety Needs
MUNI COURT - SECURITY FUND	27,211.27	0.00	28.05	27,239.32	Funds from fines to be used for security
COURT - TIME PAYMENT FEES	15,151.82	0.00	15.62	15,167.44	Funds from fines to be used to improve court
MUNI COURT - TECHNOLOGY FUND	6,771.36	0.00	6.98	6,778.34	Fund court on technology
PUBLIC SAFETY VERF	528,636.55	13,406.58	558.75	542,601.88	Public Safety Vehicle Equipment Replacement
PEG Fund	114,087.50	0.00	117.60	114,205.10	Public Education and Government Access
STABILIZATION FUND	812,995.22	0.00	838.06	813,833.28	Highway 146 Project
WATER RATE STABILIZATION	175,799.80	0.00	181.22	175,981.02	
TOTAL TEXPOOL FUND	32,186,038.39	(0.00)	33,178.34	\$32,219,216.73	

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

Michael Gibbs

Finance Director

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



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

Participant Statement

Statement Period 02/01/2018 - 02/28/2018

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

TexPool Update

It's spring cleaning time! Review a current listing of your authorized representatives and contact information by requesting an Account Information Report from TexConnect or the TexPool Participant Services team. If any of your information has changed, be sure to submit the proper maintenance form, found under Account Documents, so that our records may be updated.

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	\$32,186,038.39	\$0.00	\$0.00	\$33,178.34	\$32,219,216.73	\$32,187,223.33
Total Dollar Value	\$32,186,038.39	\$0.00	\$0.00	\$33,178.34	\$32,219,216.73	

Portfolio Value

Pool Name	Pool/Account	Market Value (02/01/2018)	Share Price (02/28/2018)	Shares Owned (02/28/2018)	Market Value (02/28/2018)
Texas Local Government Investment Pool	449/1011800001	\$32,186,038.39	\$1.00	32,219,216.730	\$32,219,216.73
Total Dollar Value		\$32,186,038.39			\$32,219,216.73

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
Texas Local Government Investment Pool	449/1011800001	\$33,178.34	\$66,811.31
Total		\$33,178.34	\$66,811.31

Transaction Detail

Texas Local Government Investment Pool

Participant: CITY OF SEABROOK

Pool/Account: 449/1011800001

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
02/01/2018	02/01/2018	BEGINNING BALANCE	\$32,186,038.39	\$1.00		32,186,038.390
02/28/2018	02/28/2018	MONTHLY POSTING	\$33,178.34	\$1.00	33,178.340	32,219,216.730
Account Value as of 02/28/2018			\$32,219,216.73	\$1.00		32,219,216.730



Monthly Newsletter: March 2018

ANNOUNCEMENTS

We welcome the following entities who joined TexPool in February 2018:

TexPool

Meyer Ranch MUD of Comal County
Travis County ESD 15
City of Clarendon
Montgomery County UD 3
Grand Prairie Metropolitan Utility and Reclamation District
Lamar Improvement District
Fair Oaks Ranch Municipal Development District

TexPool Prime

City of Whitesboro
Harris County ESD 6
City of Clarendon
Harris County MUD 120
Winnsboro ISD

Upcoming Events

Apr 15, 2018 - Apr 17, 2018,
Renaissance, Austin
GFOAT 2018 Spring Conference

Apr 17, 2018 - Apr 19, 2018,
Embassy Suites Hotel, Spa and
Convention Center, San Marcos
2018 46th Annual County Treasurers
Continuing Education

TexPool Advisory Board Members

Jose Elizondo, Jr.	Vivian Wood
Belinda Weaver	Jerry Dale
Patrick Krishock	Sharon Matthews
Michele Tuttle	David Landeros

Overseen by the State of Texas Comptroller of Public Accounts Glenn Hegar.

Operated under the supervision of the Texas Treasury Safekeeping Trust Company

Economic and Market Commentary: New Fed chief positive about the economy

March 1, 2018

The Jerome Powell era at the Federal Reserve essentially began this week with the new chairman's high-profile testimony before Congress. You could, for the sake of brevity, summarize the entire event with that sentence. He didn't offer any opinion or statement that was unexpected or materially different than the Fed's outlook under past head Janet Yellen. But the risk markets had a sour reaction to his enthusiasm about the improvement of the U.S. economy since December, which caused a stir. We think it was an overreaction and pin it on the uncertainty that comes with any change in leadership. Powell is no Yellen clone, but it will take more than one week to bring the differences to the fore.

It is no surprise, however, that his optimism nudged the fed funds futures market to expect four 25 basis-point moves this year instead of three. Likely many in the faction who shifted were already on the fence and tax reform pushed them over. We, of course, think the tax changes are a positive from a corporate perspective, but are just not as convinced the rewards will be reaped early enough to push up still stubbornly low inflation right off. The Fed's preferred metric of inflation remains below its 2% target.

(continued page 6)

Performance as of February 28, 2018

	TexPool	TexPool Prime
Current Invested Balance	\$20,482,019,597.22	\$5,838,691,104.01
Weighted Average Maturity	27	32
Weighted Average Life	85	69
Net Asset Value	0.99986	0.99989
Total Number of Participants	2,455	303
Management Fee on Invested Balance	0.0473%	0.0638%
Interest Distributed	\$22,106,263.57	\$7,505,435.11
Management Fee Collected	\$686,839.75	\$289,179.98
Standard & Poor's Current Rating	AAAm	AAAm

Month Averages

Average Invested Balance	\$21,487,193,103.71	\$6,217,468,883.91
Average Monthly Rate	1.3438%	1.5747%
Average Weighted Average Maturity	26	34
Average Weighted Average Life	82	71

*This average monthly rate for TexPool Prime for each date may reflect a waiver of some portion or all of each of the management fees.

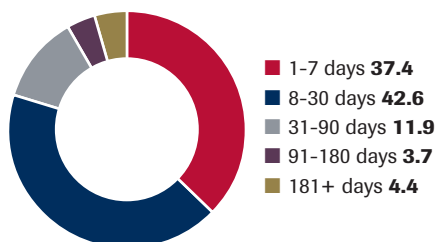
**See page 2 for definitions.

Past performance is no guarantee of future results.



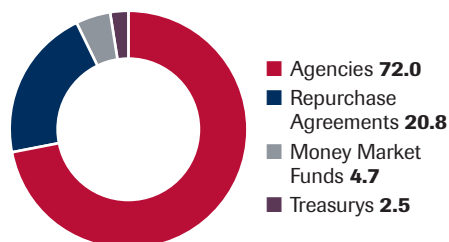
Portfolio by Maturity (%)

As of February 28, 2018



Portfolio by Type of Investment (%)

As of February 28, 2018



Portfolio Asset Summary as of February 28, 2018

	Book Value	Market Value
Uninvested Balance	-\$500,056.66	-\$500,056.66
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	7,019,102.00	7,019,102.00
Interest and Management Fees Payable	-22,106,258.87	-22,106,258.87
Payable for Investments Purchased	-328,302,403.01	-328,302,403.01
Accrued Expenses & Taxes	19,708.05	19,708.05
Repurchase Agreements	4,335,693,000.00	4,335,693,000.00
Mutual Fund Investments	976,022,103.88	976,022,103.88
Government Securities	14,985,592,007.92	14,983,117,685.25
U.S. Treasury Inflation Protected Securities	0.00	0.00
US Treasury Bills	228,862,864.97	228,883,303.11
US Treasury Notes	299,719,528.94	299,203,013.00
Total	\$20,482,019,597.22	\$20,479,049,196.75

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

Participant Summary

	Number of Participants	Balance
School District	583	\$7,267,492,978.88
Higher Education	57	\$1,081,623,585.89
Healthcare	81	\$941,231,717.35
Utility District	774	\$2,719,030,605.67
City	458	\$4,678,237,941.74
County	185	\$2,276,794,633.25
Other	317	\$1,517,435,200.92

**Definition of Weighted Average Maturity and Weighted Average Life

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

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



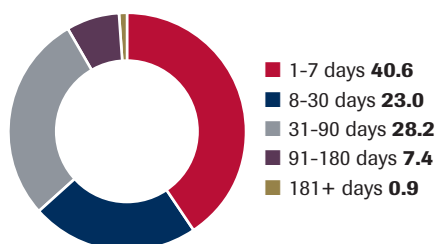
Daily Summary						
Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool Invested Balance	NAV	WAM Days	WAL Days
2/1	1.3172%	0.000036088	\$21,453,184,251.90	0.99994	26	83
2/2	1.3188%	0.000036131	\$21,522,139,249.66	0.99995	27	86
2/3	1.3188%	0.000036131	\$21,522,139,249.66	0.99995	27	86
2/4	1.3188%	0.000036131	\$21,522,139,249.66	0.99995	27	86
2/5	1.3182%	0.000036114	\$21,750,836,143.09	0.99994	24	83
2/6	1.3147%	0.000036019	\$21,908,907,770.11	0.99994	24	82
2/7	1.3138%	0.000035995	\$22,060,884,308.52	0.99994	24	81
2/8	1.3179%	0.000036107	\$22,306,551,025.47	0.99993	24	76
2/9	1.3240%	0.000036274	\$22,341,053,784.25	0.99993	25	80
2/10	1.3240%	0.000036274	\$22,341,053,784.25	0.99993	25	80
2/11	1.3240%	0.000036274	\$22,341,053,784.25	0.99993	25	80
2/12	1.3239%	0.000036270	\$22,265,390,505.28	0.99993	23	78
2/13	1.3281%	0.000036387	\$21,960,667,323.83	0.99994	24	78
2/14	1.3382%	0.000036662	\$21,620,947,808.30	0.99991	25	81
2/15	1.3506%	0.000037004	\$21,449,046,985.31	0.99990	25	80
2/16	1.3610%	0.000037287	\$21,250,316,020.08	0.99989	27	84
2/17	1.3610%	0.000037287	\$21,250,316,020.08	0.99989	27	84
2/18	1.3610%	0.000037287	\$21,250,316,020.08	0.99989	27	84
2/19	1.3610%	0.000037287	\$21,250,316,020.08	0.99989	27	84
2/20	1.3636%	0.000037359	\$21,206,333,602.27	0.99988	26	80
2/21	1.3607%	0.000037279	\$21,179,045,416.65	0.99988	26	83
2/22	1.3635%	0.000037356	\$21,031,193,770.01	0.99987	26	81
2/23	1.3693%	0.000037514	\$20,919,211,171.26	0.99987	26	84
2/24	1.3693%	0.000037514	\$20,919,211,171.26	0.99987	26	84
2/25	1.3693%	0.000037514	\$20,919,211,171.26	0.99987	26	84
2/26	1.3723%	0.000037596	\$20,884,722,498.15	0.99987	26	83
2/27	1.3770%	0.000037726	\$20,733,199,202.05	0.99986	26	83
2/28	1.3856%	0.000037963	\$20,482,019,597.22	0.99986	27	85
Average:	1.3438%	0.000036815	\$21,487,193,103.71	.99991	26	82



TEXPOOL PRIME

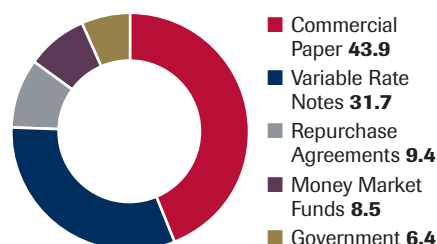
Portfolio by Maturity (%)

As of February 28, 2018



Portfolio by Type of Investment (%)

As of February 28, 2018



Portfolio Asset Summary as of February 28, 2018

	Book Value	Market Value
Uninvested Balance	\$862.31	\$862.31
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	2,295,914.52	2,295,914.52
Interest and Management Fees Payable	-7,505,439.09	-7,505,439.09
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	-18,349.20	-18,349.20
Repurchase Agreements	553,759,000.00	553,759,000.00
Commercial Paper	2,566,421,409.17	2,565,547,718.75
Bank Instruments	0.00	0.00
Mutual Fund Investments	497,099,999.35	497,052,003.75
Government Securities	373,945,989.53	373,952,321.00
Variable Rate Notes	1,852,691,717.42	1,852,935,373.00
Total	\$5,838,691,104.01	\$5,838,019,405.04

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

Participant Summary

	Number of Participants	Balance
School District	104	\$2,616,837,316.41
Higher Education	15	\$847,117,891.32
Healthcare	11	\$331,064,665.32
Utility District	25	\$339,173,309.24
City	62	\$567,991,959.33
County	34	\$582,066,902.55
Other	52	\$554,418,962.57



TEXPOOL *PRIME*

Daily Summary

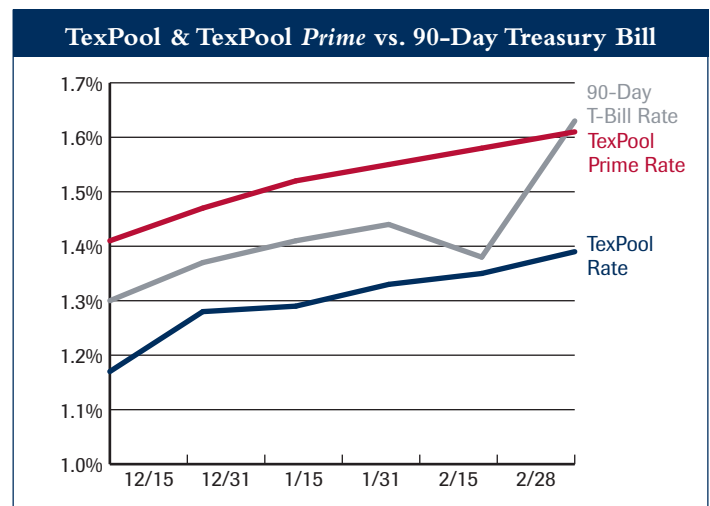
Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool <i>Prime</i> Invested Balance	NAV	WAM Days	WAL Days
2/1	1.5353%	0.000042064	\$6,235,275,961.16	0.99995	32	72
2/2	1.5452%	0.000042335	\$6,249,451,699.93	0.99991	35	74
2/3	1.5452%	0.000042335	\$6,249,451,699.93	0.99991	35	74
2/4	1.5452%	0.000042335	\$6,249,451,699.93	0.99991	35	74
2/5	1.5473%	0.000042393	\$6,416,629,687.54	0.99994	32	70
2/6	1.5440%	0.000042301	\$6,500,209,509.40	0.99993	32	69
2/7	1.5425%	0.000042259	\$6,497,978,490.72	0.99994	32	69
2/8	1.5519%	0.000042517	\$6,478,239,523.45	0.99994	32	69
2/9	1.5497%	0.000042457	\$6,514,223,910.30	0.99990	33	70
2/10	1.5497%	0.000042457	\$6,514,223,910.30	0.99990	33	70
2/11	1.5497%	0.000042457	\$6,514,223,910.30	0.99990	33	70
2/12	1.5596%	0.000042729	\$6,577,214,943.84	0.99994	32	68
2/13	1.5539%	0.000042573	\$6,554,179,339.13	0.99993	33	68
2/14	1.5613%	0.000042775	\$6,356,408,450.54	0.99990	34	69
2/15	1.5834%	0.000043382	\$6,160,520,023.20	0.99990	34	71
2/16	1.5942%	0.000043676	\$6,198,316,248.05	0.99984	36	74
2/17	1.5942%	0.000043676	\$6,198,316,248.05	0.99984	36	74
2/18	1.5942%	0.000043676	\$6,198,316,248.05	0.99984	36	74
2/19	1.5942%	0.000043676	\$6,198,316,248.05	0.99984	36	74
2/20	1.5900%	0.000043563	\$6,230,528,333.01	0.99990	34	70
2/21	1.5981%	0.000043784	\$6,008,937,672.03	0.99990	34	72
2/22	1.6047%	0.000043965	\$5,927,674,772.87	0.99991	34	72
2/23	1.6100%	0.000044110	\$5,835,149,501.62	0.99987	34	73
2/24	1.6100%	0.000044110	\$5,835,149,501.62	0.99987	34	73
2/25	1.6100%	0.000044110	\$5,835,149,501.62	0.99987	34	73
2/26	1.6095%	0.000044096	\$5,824,313,858.78	0.99991	33	70
2/27	1.6041%	0.000043947	\$5,892,586,752.10	0.99991	32	68
2/28	1.6139%	0.000044217	\$5,838,691,104.01	0.99989	32	69
Average:	1.5747%	0.000043142	\$6,217,468,883.91	.99990	34	71



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

A lot depends on what companies do with the savings—they are just starting to reveal plans and the effects won't show up right away. Even passing on some of the tax relief to employees through bonuses, raises, increasing 401(k) contributions and the like doesn't mean inflation will flare. We want to see how this plays out a little bit more before changing our house call of three hikes in 2018, which we have held since the fourth quarter of 2017, although we could certainly see four. (By the way, the pace of hikes is at issue here, not the amount—don't expect to see a half-point jump).

In the end, what matters the most from a cash manager perspective is always the next opportunity for a rate increase, and it is a virtual lock now that policymakers will raise the range from 1.25–1.50% to 1.50–1.75% at the Federal Open Market Committee meeting at the end of March. Short rates are higher but the glut of government issuance this month also is playing a role, as the Treasury scrambles to fund the additions to the national debt that tax cuts and budget proposals likely will create. 1-month Treasury yields rose from 1.44% to 1.50% and 3-month yields increased from 1.43% to 1.65%. The London interbank offered rate (Libor) is pricing in the March move, with 1-month rising from 1.57% to 1.67%, 3-month from 1.77% to 2.02% and 6-month from 1.97% to 2.22%. Therefore, nothing has altered our preference for shorter-dated paper and variable-rate instruments as rates rise. The weighted average maturity (WAM) of TexPool was 27 days, less than that of TexPool Prime at 32 days.



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

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

Past performance is no guarantee of future results.

TEXPOOL REPORT

MONTH OF MARCH 2018

1.5156%

	BEGINNING BALANCE	TRANSFER IN/(OUT)	INT EARNED (Posted Dec)	ENDING BALANCE	PURPOSE OF FUND
GENERAL FUND - UNRESTRICTED	6,979,477.90	88,047.45	11,203.65	7,078,729.00	Working capital
GENERAL FUND - RESTRICTED	1,600,000.00	0.00	incl in above	1,600,000.00	
ENTERPRISE FUND - UNRESTRICT	2,427,237.20	(135,604.41)	3,335.89	2,294,968.68	Working capital
ENTERPRISE FUND - RESTRICTED	300,000.00	0.00	incl in above	300,000.00	Customer liability
CAPITAL IMPACT FEES	2,699,512.44	0.00	3,474.76	2,702,987.20	Water & sewer lines extensions & expansions
PARK FEES	79,533.60	0.00	102.37	79,635.97	Reserved for acquisition & development of park land
SEIZURE	33,962.71	0.00	43.72	34,006.43	Solely to purchase equipment for Law Enforcement
CHILD SAFETY PROGRAMS	31,616.57	0.00	40.70	31,657.27	Reserved for Child Safety/School Zones
FEDERAL SEIZURE	15,236.54	0.00	19.61	15,256.15	Criminal Investigation - Federal Funds
HOTEL/MOTEL FUND	1,109,157.84	(15,000.00)	1,427.01	1,095,584.85	Restricted for promotion of tourism
DEBT SERVICE FUND	3,314,333.01	47,104.84	4,268.27	3,365,706.12	Restricted for General fund reserves & yearly debt service
CAPITAL PROJECT BONDS	6,369,695.08	(55,000.00)	8,196.47	6,322,891.55	2016A CO WW Plant, Clarifier & Todville 2016 Sewer
WTR/SWR BONDS	1,034,814.90	(5,000.00)	1,331.77	1,031,146.67	Funds transferred from Bond Mkt Acct to allow liquidity
IT BONDS	48,358.60	0.00	62.25	48,420.85	Fiber Optics
PD & GF BONDS	0.00	0.00	0.00	0.00	Public Wokrks Facility
PD & GF BONDS (GEN FUND Reserve)	92,694.35	(10,000.00)	118.86	82,813.21	Public Wokrks Facility funds provided by GF Reserve
FIRE BONDS	25,533.38	0.00	32.87	25,566.25	Fire Engine
LAKESIDE DRIVE CERT DEP	(0.00)	0.00	0.00	(0.00)	
CAROTHERS	77,547.13	0.00	99.82	77,646.95	Carother Facility & Park
ANIMAL	758.66	0.00	0.98	759.64	Animal Shelter Needs - Donation
CRIME DISTRICT	493,420.22	146,593.42	625.07	640,638.71	Funds transferred from Bond Mkt Acct to allow liquidity
SEDC II - UNRESTRICTED	3,303,664.05	452.12	4,496.21	3,308,612.38	Seabrook Economic Development Corporation II
SEDC II - RESTRICT FOR EMERGENCY	180,000.00	0.00	incl in above	180,000.00	Emergency Reserve
STEP FUND	13,514.49	0.00	17.40	13,531.89	
PUBLIC SAFETY	293,341.68	(25,000.00)	376.46	268,718.14	Public Safety Needs
MUNI COURT - SECURITY FUND	27,239.32	0.00	35.06	27,274.38	Funds from fines to be used for security
COURT - TIME PAYMENT FEES	15,167.44	0.00	19.52	15,186.96	Funds from fines to be used to improve court
MUNI COURT - TECHNOLOGY FUND	6,778.34	0.00	8.72	6,787.06	Fund court on technology
PUBLIC SAFETY VERF	542,601.88	(36,593.42)	713.43	506,721.89	Public Safety Vehicle Equipment Replacement
PEG Fund	114,205.10	0.00	147.00	114,352.10	Public Education and Government Access
STABILIZATION FUND	813,833.28	0.00	1,047.55	814,880.83	Highway 146 Project
WATER RATE STABILIZATION	175,981.02	0.00	226.52	176,207.54	
TOTAL TEXPOOL FUND	32,219,216.73	0.00	41,471.94	\$32,260,688.67	

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

Michael Gibbs

Finance Director

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



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

Participant Statement

Statement Period 03/01/2018 - 03/31/2018

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

TexPool Update

Did you know that you can update your contact information with TexPool via TexConnect Online without having to complete an additional form? After entering your Location #, PIN and Password, click Maintenance on the blue menu bar to get started!

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	\$32,219,216.73	\$0.00	\$0.00	\$41,471.94	\$32,260,688.67	\$32,223,230.14
Total Dollar Value	\$32,219,216.73	\$0.00	\$0.00	\$41,471.94	\$32,260,688.67	

Portfolio Value

Pool Name	Pool/Account	Market Value (03/01/2018)	Share Price (03/31/2018)	Shares Owned (03/31/2018)	Market Value (03/31/2018)
Texas Local Government Investment Pool	449/1011800001	\$32,219,216.73	\$1.00	32,260,688.670	\$32,260,688.67
Total Dollar Value		\$32,219,216.73			\$32,260,688.67

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
Texas Local Government Investment Pool	449/1011800001	\$41,471.94	\$108,283.25
Total		\$41,471.94	\$108,283.25

Transaction Detail

Texas Local Government Investment Pool

Participant: CITY OF SEABROOK

Pool/Account: 449/1011800001

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
03/01/2018	03/01/2018	BEGINNING BALANCE	\$32,219,216.73	\$1.00		32,219,216.730
03/29/2018	03/29/2018	MONTHLY POSTING	\$41,471.94	\$1.00	41,471.940	32,260,688.670
Account Value as of 03/31/2018			\$32,260,688.67	\$1.00		32,260,688.670



Monthly Newsletter: April 2018

ANNOUNCEMENTS

We welcome the following entities who joined TexPool in March 2018:

TexPool

Eastland Memorial Hospital District

TexPool Prime

Eastland Memorial Hospital District
Pearland ISD

Upcoming Events

Apr 15, 2018 - Apr 17, 2018,
Renaissance, Austin
GFOAT 2018 Spring Conference

Apr 16, 2018 - Apr 19, 2018,
Embassy Suites Hotel, Spa and
Convention Center, San Marcos
2018 46th Annual County Treasurers
Continuing Education

TexPool Advisory Board Members

Jose Elizondo, Jr.	Vivian Wood
Belinda Weaver	Jerry Dale
Patrick Krishock	Sharon Matthews
Michele Tuttle	David Landeros

Overseen by the State of Texas Comptroller of Public Accounts Glenn Hegar.

Operated under the supervision of the Texas Treasury Safekeeping Trust Company

Economic and Market Commentary: Return voyage

April 1, 2018

Jerome Powell is not only the new chair of the Federal Reserve, he also essentially has a different job than its last two leaders. While Ben Bernanke had to bail water and Janet Yellen had to right the ship, Chair Powell is charged with steering the economy back into harbor. In the statement and projections from last month's Federal Open Market Committee (FOMC) meeting, the first led by Powell, policymakers saw employment firming, inflation building—not ballooning—and economic activity increasing over the next few years. They seem to be dropping “cautiously” from “cautiously optimistic” about the next couple of years. With rates normalizing and the Fed's balance sheet declining, monetary policy is getting more straightforward. In its place, however, is choppy water of a different sort, political and unpredictable: tariffs, taxes, walls, global relations, deficits and more.

What the U.S. economy needs now is a Fed that provides stability amid the uncertainty. Keeping things steady will be difficult, but if Powell can do it with the calm, confident and concise communication he showed in the press conference (only 43 minutes long!), it would be a major accomplishment. This is not a gender issue—both Ben Bernanke and Janet Yellen spoke in a stiff, academic style that was sometimes off-putting. Powell cut to the point in an

(continued page 6)

Performance as of March 31, 2018

	TexPool	TexPool Prime
Current Invested Balance	\$19,272,850,011.55	\$5,721,562,120.63
Weighted Average Maturity	35	36
Weighted Average Life	90	69
Net Asset Value	0.99981	0.99970
Total Number of Participants	2,456	305
Management Fee on Invested Balance	0.0473%	0.0638%
Interest Distributed	\$25,586,096.21	\$8,462,097.82
Management Fee Collected	\$747,255.87	\$289,727.00
Standard & Poor's Current Rating	AAAm	AAAm
Month Averages		
Average Invested Balance	\$19,901,625,057.91	\$5,841,092,146.71
Average Monthly Rate	1.5156%	1.7066%
Average Weighted Average Maturity	31	33
Average Weighted Average Life	87	67

*This average monthly rate for TexPool Prime for each date may reflect a waiver of some portion or all of each of the management fees.

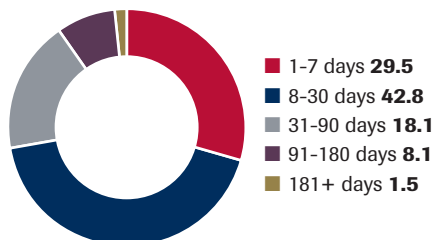
**See page 2 for definitions.

Past performance is no guarantee of future results.



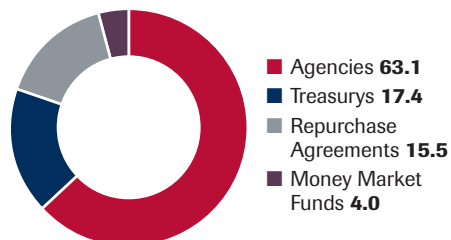
Portfolio by Maturity (%)

As of March 31, 2018



Portfolio by Type of Investment (%)

As of March 31, 2018



Portfolio Asset Summary as of March 31, 2018

	Book Value	Market Value
Uninvested Balance	-\$85.79	-\$85.79
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	9,719,142.02	9,719,142.02
Interest and Management Fees Payable	-25,586,089.71	-25,586,089.71
Payable for Investments Purchased	-249,374,305.55	-249,374,305.55
Accrued Expenses & Taxes	-70,614.78	-70,614.78
Repurchase Agreements	3,039,473,000.00	3,039,473,000.00
Mutual Fund Investments	776,022,103.88	776,022,103.88
Government Securities	12,321,414,957.04	12,319,290,132.33
U.S. Treasury Inflation Protected Securities	2,140,257,849.46	2,139,067,997.71
U.S. Treasury Bills	961,250,443.26	961,277,165.98
U.S. Treasury Notes	299,743,611.72	299,337,793.00
Total	\$19,272,850,011.55	\$19,269,156,239.09

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

Participant Summary

	Number of Participants	Balance
School District	583	\$6,679,869,963.80
Higher Education	57	\$843,504,730.32
Healthcare	82	\$909,464,288.61
Utility District	774	\$2,719,667,587.71
City	458	\$4,420,238,490.83
County	185	\$2,186,235,095.28
Other	317	\$1,513,662,701.81

**Definition of Weighted Average Maturity and Weighted Average Life

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

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



Daily Summary

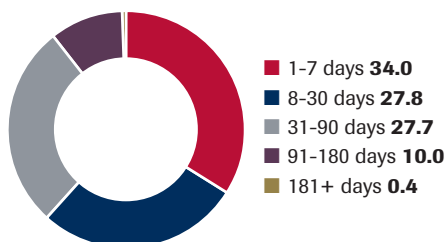
Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool Invested Balance	NAV	WAM Days	WAL Days
3/1	1.3978%	0.000038296	\$20,190,258,391.58	0.99990	28	86
3/2	1.4052%	0.000038498	\$20,171,968,304.73	0.99990	28	86
3/3	1.4052%	0.000038498	\$20,171,968,304.73	0.99990	28	86
3/4	1.4052%	0.000038498	\$20,171,968,304.73	0.99990	28	86
3/5	1.4056%	0.000038510	\$20,148,257,721.67	0.99987	26	84
3/6	1.4179%	0.000038847	\$20,037,307,263.81	0.99986	29	84
3/7	1.4194%	0.000038888	\$20,060,713,416.71	0.99986	29	83
3/8	1.4469%	0.000039641	\$20,115,330,275.19	0.99986	30	89
3/9	1.4490%	0.000039699	\$20,187,984,847.39	0.99986	30	88
3/10	1.4490%	0.000039699	\$20,187,984,847.39	0.99986	30	88
3/11	1.4490%	0.000039699	\$20,187,984,847.39	0.99986	30	88
3/12	1.4509%	0.000039751	\$20,121,928,362.03	0.99986	28	86
3/13	1.4634%	0.000040092	\$20,105,408,615.08	0.99982	28	80
3/14	1.5986%	0.000043798	\$20,020,481,542.57	0.99979	30	88
3/15	1.5120%	0.000041424	\$19,973,968,400.84	0.99977	30	88
3/16	1.5108%	0.000041392	\$19,980,687,206.34	0.99977	30	87
3/17	1.5108%	0.000041392	\$19,980,687,206.34	0.99977	30	87
3/18	1.5108%	0.000041392	\$19,980,687,206.34	0.99977	30	87
3/19	1.5229%	0.000041724	\$19,969,088,380.47	0.99976	30	86
3/20	1.5313%	0.000041953	\$19,985,516,221.77	0.99976	30	84
3/21	1.5444%	0.000042312	\$19,898,069,240.04	0.99977	31	87
3/22	1.5805%	0.000043302	\$19,816,205,578.22	0.99977	32	85
3/23	1.6017%	0.000043881	\$19,669,988,021.59	0.99979	34	90
3/24	1.6017%	0.000043881	\$19,669,988,021.59	0.99979	34	90
3/25	1.6017%	0.000043881	\$19,669,988,021.59	0.99979	34	90
3/26	1.6177%	0.000044320	\$19,620,270,605.64	0.99978	32	87
3/27	1.6208%	0.000044405	\$19,538,939,107.68	0.99979	35	88
3/28	1.6187%	0.000044348	\$19,498,198,497.09	0.99981	34	89
3/29	1.6444%	0.000045053	\$19,272,850,011.55	0.99981	35	90
3/30	1.6444%	0.000045053	\$19,272,850,011.55	0.99981	35	90
3/31	1.6444%	0.000045053	\$19,272,850,011.55	0.99981	35	90
Average:	1.5156%	0.000041522	\$19,901,625,057.91	0.99982	31	87



TEXPOOL PRIME

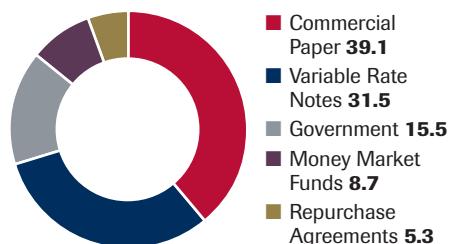
Portfolio by Maturity (%)

As of March 31, 2018



Portfolio by Type of Investment (%)

As of March 31, 2018



Portfolio Asset Summary as of March 31, 2018

	Book Value	Market Value
Uninvested Balance	\$81,907.18	\$81,907.18
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	2,558,243.91	2,558,243.91
Interest and Management Fees Payable	-8,462,697.75	-8,462,697.75
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	-27,416.43	-27,416.43
Repurchase Agreements	301,054,000.00	301,054,000.00
Commercial Paper	2,240,702,845.48	2,239,587,322.80
Bank Instruments	0.00	0.00
Mutual Fund Investments	497,099,999.35	497,052,003.75
Government Securities	885,859,405.12	885,845,010.87
Variable Rate Notes	1,802,695,833.77	1,802,145,772.00
Total	\$5,721,562,120.63	\$5,719,834,146.33

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

Participant Summary

	Number of Participants	Balance
School District	105	\$2,629,880,411.46
Higher Education	15	\$778,672,902.25
Healthcare	12	\$294,606,414.63
Utility District	25	\$335,550,036.18
City	62	\$531,955,890.84
County	34	\$572,693,156.01
Other	52	\$574,180,875.38



TEXPOOL *PRIME*

Daily Summary

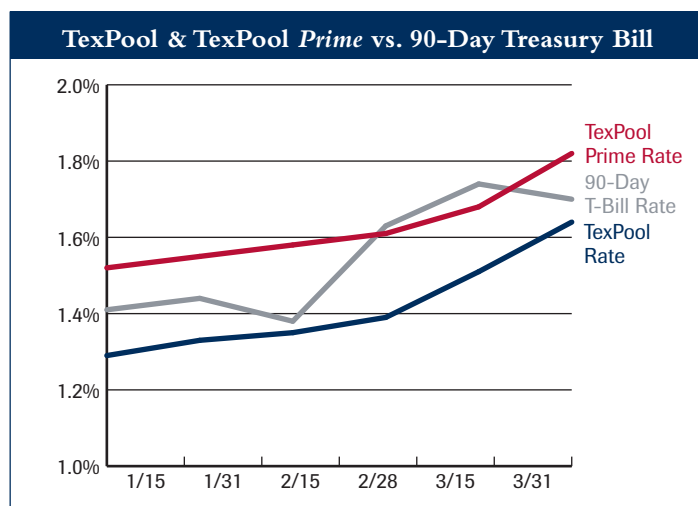
Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool <i>Prime</i> Invested Balance	NAV	WAM Days	WAL Days
3/1	1.6149%	0.000044244	\$5,987,873,330.69	0.99989	32	67
3/2	1.6220%	0.000044437	\$5,949,841,911.40	0.99983	34	69
3/3	1.6220%	0.000044437	\$5,949,841,911.40	0.99983	34	69
3/4	1.6220%	0.000044437	\$5,949,841,911.40	0.99983	34	69
3/5	1.6366%	0.000044837	\$5,909,675,724.19	0.99988	33	67
3/6	1.6408%	0.000044953	\$5,937,265,872.56	0.99989	32	65
3/7	1.6366%	0.000044839	\$5,947,290,505.68	0.99989	32	64
3/8	1.6533%	0.000045295	\$5,872,937,063.84	0.99991	33	67
3/9	1.6588%	0.000045446	\$5,838,223,758.84	0.99985	33	68
3/10	1.6588%	0.000045446	\$5,838,223,758.84	0.99985	33	68
3/11	1.6588%	0.000045446	\$5,838,223,758.84	0.99985	33	68
3/12	1.6538%	0.000045309	\$5,858,724,897.83	0.99989	30	65
3/13	1.6653%	0.000045626	\$5,811,822,110.88	0.99988	30	65
3/14	1.6947%	0.000046430	\$5,784,303,277.69	0.99986	30	66
3/15	1.6766%	0.000045933	\$5,827,975,885.02	0.99988	30	65
3/16	1.6957%	0.000046458	\$5,817,763,818.09	0.99985	31	66
3/17	1.6957%	0.000046458	\$5,817,763,818.09	0.99985	31	66
3/18	1.6957%	0.000046458	\$5,817,763,818.09	0.99985	31	66
3/19	1.7035%	0.000046670	\$5,824,491,714.70	0.99986	29	64
3/20	1.7105%	0.000046863	\$5,829,955,285.44	0.99985	29	63
3/21	1.7286%	0.000047359	\$5,828,057,898.61	0.99983	31	64
3/22	1.7477%	0.000047881	\$5,815,188,540.79	0.99982	33	66
3/23	1.7765%	0.000048670	\$5,817,532,980.37	0.99974	35	67
3/24	1.7765%	0.000048670	\$5,817,532,980.37	0.99974	35	67
3/25	1.7765%	0.000048670	\$5,817,532,980.37	0.99974	35	67
3/26	1.7924%	0.000049106	\$5,816,892,747.12	0.99976	33	65
3/27	1.7855%	0.000048919	\$5,792,004,507.49	0.99974	35	67
3/28	1.8328%	0.000050215	\$5,794,623,417.59	0.99975	34	68
3/29	1.8236%	0.000049962	\$5,721,562,120.63	0.99970	36	69
3/30	1.8236%	0.000049962	\$5,721,562,120.63	0.99970	36	69
3/31	1.8236%	0.000049962	\$5,721,562,120.63	0.99970	36	69
Average:	1.7066%	0.000046755	\$5,841,092,146.71	0.99982	33	67



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

almost casual way. Of course, the real test will be if Powell can gather consensus within the Fed board—still largely unfilled—and with regional presidents. The FOMC vote to raise the fed funds target range from 1.25–1.50% to 1.50–1.75% was unanimous, but that isn't likely to continue. But for now, we'll take slow and steady.

For cash managers, it was particularly helpful that the March hike and the projections for two more this year and three in 2019 were in line with expectations because we have our hands full with the remarkable amount of short-term Treasury supply in the market. Ever since the suspension of the debt ceiling, the Treasury Department has been borrowing at an accelerated rate to fund increased government spending with less revenue from taxes and also to build up a cash balance. In fact, short Treasury yields were so elevated that overnight repo rates didn't rise much following the announcement of the hike because they already were nearly there. The London interbank offered rate (Libor) also spiked over the month due to a section of the tax overhaul requiring U.S.-based companies to repatriate overseas cash. That has slashed the demand for the short-term securities these companies traditionally buy with this money, driving up yields. Libor's vault over the month had 1-month closing at 1.88%, from 1.65% at the end of February; 3-month at 2.31%, from 1.99%; and 6-month at 2.45%, from 2.20%. The short end of the Treasury yield curve also increased over the quarter, with 1-month and 3-month Treasury yields rising from 1.50% to 1.71% and 1.65% to 1.76%, respectively.



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

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

Past performance is no guarantee of future results.

The weighted average maturity (WAM) of TexPool was 35 days, not quite matching that of TexPool Prime at 36 days.

The City Council of the City of Seabrook met in regular session on Tuesday, April 17, 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 Introduce new police officers, Ingris Berrios, Alejandra Hernandez, Dan Kirby, and John Self, and administer oaths of office. (Wright)

Chief Wright stated that it's an honor and privilege to introduce four new officers for the City of Seabrook, Ingris Berrios, Alejandra Hernandez, Dan Kirby and John Self. Chief Wright also stated that it's not only an honor to have new officers, but a great honor to have these officers working for Seabrook.

City Secretary administered oaths of office.

Chief Wright performed the badge ceremony for each officer, and presented, "Seabrook's finest".

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

Robby Saban, Lucky Trail Marathon Organizer, showed a brief Power Media drone video of the 2018 race, showing many walkers, runners, and Seabrook trails and beautiful vegetation.

Mr. Saban thanked the City Manager and her staff, the Director of Communications and her staff, the Police Department and the Parks Department for their outstanding, professional work.

Mr. Saban stated that the Lucky Trail Marathon started 15 years ago with 180 people to race and raise a little funds, and over the years over \$700,000 have been donated to local charities. The organization is a 501(c)3, so whatever money is left over after expenses is donated. Last year \$50,000 was donated and this year \$65,000 was donated.

A new Seabrook race website was launched this year, and the race was also advertised on Facebook and Twitter. There are over 16,000 people on an email contact list, which has grown organically since participants are not forced to sign up for the list when they register for races. This race is advertised at the Houston Marathon expo, the Austin Marathon expo, and the Zydeco Expo in Lafayette where runners are engaged because the Seabrook race is the easiest one in Texas because it is flat and all gravel and trails. In addition, the banner at the expo has a map, so that people will know where Seabrook is located. Lucky Trail Marathon is also advertised through flyers, direct email, and ads in the Texas Runner and Triathlete magazine, which is distributed to 27,000 people, and which featured Seabrook trails on his front page this year and a post race article about Seabrook. There are also pre and post race press releases.

This year there were over 2000 runners from 26 different states, and the Canadian couple from last year came back for this year's race. Runner demographics: 59% female and 41% male; Youngest runners: 7 yr male and 6 yr old female; Oldest runners: 83 yr male and 78 yr old female; Marathon oldest: male 77 and female 78. Marathon youngest: male 14 and female 19; Half marathon oldest: 83 male and 78 female; Half Marathon youngest: male 11 and female 13. 31 Seabrook residents participated on Friday; 95 on Saturday; and 25 on Sunday. A guide is sent to all runners regarding particulars for each race and advertising the City. Overall our numbers went from 1610 in 2017 to 2113 in 2018.

A few years ago, someone on City Council suggested a 5K, so it was added. It has been a blessing because it definitely helped the numbers, but at the same time, this year the 5K filled out the streets, and roads, and parking was a challenge. It's a great success, but at the same time there are challenges.

For 2018 there were:

- 5k
- kids K (33 kids)
- ¼ marathon
- ½ marathon
- 2 person ½ marathon relay
- ¾ marathon
- marathon
- 4 person marathon relay

90 A costume contest.

91
92 Because of the street traffic on Saturday, the 5K is moving to Sunday and from the streets
93 to the trails.

94
95 Improvements: opened registration the day of the race (send out email the day of the
96 race) – had over 100 people that registered for next year's race

97
98 Improvements: continue to evaluate Expo promotions and race card placements
99 Improvements: trails use received a lot of good feedback; drone and video was good and
100 will highlight the trails in Seabrook.

101
102 The hotels rooms reserved for Lucky Trail were all booked.

103
104 This year there was a veteran who ran his 101st half marathon, as a tribute to his 101st
105 squadron. His race bib number was 101.

106
107 10 city employees ran, including Gayle, LeaAnn, and Myra did the half marathon.

108
109 Mr. Saban presented the City with a Lucky Trail appreciate plaque and thanked the City
110 staff and the Council.

111
112 **1.3 Presentation of the Quarterly Report by the Open Space and Trails Committee.**
113 **(Burton)**

114
115 Helen Burton, Chair of the Open Space and Trails Committee, stated that the
116 Committee has been very active over the past quarter.

117
118 Committee Member Sally Antrobus wrote a grant application for Keep Texas
119 Beautiful and the City was awarded \$160,000 for a landscape project along a State
120 Highway.

121
122 The Parks Department added a trail at Baybrook so that people could run along
123 the lit and shaded trail instead of running from the trail to the dark parking, which will
124 hopefully be a bit safer. Committee Member Debra Harper has been doing a wonderful job
125 of trying to beautify that area by planting trees and flower beds.

126
127 Committee Member David Popken put together a birding event at Carothers with
128 60 people participating. The Committee is discussing having that event or a similar birding
129 event every quarter, with the help of the Audubon Society.

130
131 Two different tree planting events took place, one in January (600 seedlings) and
132 one in February (150 trees from Apache). 600 seedlings were planted, thanks to the
133 awesome work of Committee Member John Coggeshall. The seedlings were a little bit
134 bigger this year, and they are doing well with 80% surviving. All of the Apache trees are

also doing well. 70% of last year's seedlings have died. Ms. Antrobus has carefully planted native species at Pine Gully to keep people off the wetlands. Ms. Harper planted a tree at Baybrook Park that started as a seedling in a pot at her house.

Mr. Popken is working on eliminating privet in the prairie. E

An enthusiastic volunteer wants to plant 200 milkweed plants at Wildlife Park in an area that is mowed once per year. Milkweed attracts butterflies.

There is a new pelican at Carothers.

Laura Harris, a friend of John Coggeshall's, took a video of a river otter at Pine Gully. Because the boat ramp under the bridge will go away due to the Highway 146 expansion, the Committee voted to move the sign for the wetlands that's near the boat ramp over to Pine Gully Park.

Keep Texas Beautiful grant recipients are encouraged to hold a Trash Off, once per year; therefore, the first Seabrook Trash Off will take place on April 28. Keep Texas Beautiful will provide supplies. Everyone wishing to participate will meet at the Community House for registration at 8:30am. The event will start at 9:00am.

The Committee would like to move the beautiful trees at Walgreens that will be taken down because of the 146 project. Public Works can move the 10 trees that are right beside Highway 146. The bigger trees are too big to be moved.

A bird conservation grant is available, and Ms. Antrobus is working on the application. She will be asking for funds to build an osprey branch/post, one near Port of Houston, and one at Public Works.

Various Councilmembers thanks Ms. Burton for a great job by the Committee.

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

Paul Dunphey, President of the Seabrook Economic Development Corporation, thanked Council, and explained that the SEDC bylaws require that an update of economic development activities be presented to Council twice each year.

Goals are set every year by the SEDC Board, and right now the Corporation is very busy in anticipation of the Highway 146 expansion project. The plan is a few more years of incentives of promoting existing businesses and looking for new businesses to prosper in Seabrook. Communication and Marketing is important, and the Economic Development Department is very active on the new SEDC website with promoting real estate and making sure business owners and residents are knowledgeable about what is available in Seabrook and what the incentives are for relocating here. Old Seabrook has

180 been a priority project for many years. A big plus for new businesses in Old Seabrook is
181 the Main Street plan for turning some of the streets into one way so that parking can be
182 increased and walkways can be constructed. These improvements will help to grow Old
183 Seabrook. Merlion is the first business to relocate under the Main Street plan. Every year
184 the SEDC Board budgets monies for different projects, and the Board has set aside monies
185 for long term improvements in Old Seabrook. The Board is also reviewing potential
186 expansion incentives for new business development because the goal is to make the
187 community prosper through tax revenues. Another goal is to provide guidance to Council
188 on economic development decisions and future land uses. A final goal is to make
189 recommendations for the City's CIP projects, including providing EDC funding, and
190 making recommendations about where those monies can be spent.

191
192 Businesses that have received development incentives this year include:

193
194 BlueLine Rentals (staying and re-doing their facility)
195 Mario's Pizza (relocation)
196 Merlion Restaurant (relocation to Main Street)
197 Riot Salon
198 Morgan SW Land
199 YM Properties, Dr. Young
200 Seabrook Marina
201

202 The businesses are required to enter into a performance agreement with SEDC in
203 order to receive the incentive monies. Sales tax abatement is lost revenue; therefore, the
204 SEDC has to weigh out the long term capital improvement and return on investment with
205 each incentive proposal, so that at some point the City recoups the lost revenue/taxes.
206 \$752,433 has been pledged this year for business incentives. The Economic Development
207 Director has put together a spreadsheet to track the performance and funds. He is very
208 active in engaging businesses.
209

210 Paul Chavez, Director of Economic Development, stated that in addition to
211 business incentives, SEDC has been active in enhancing the City through participation in
212 various City projects such as the SH 146 corridor expansion, Main Street Plan in Old
213 Seabrook (to make Old Seabrook more walkable), the Public Works Facility relocation, an
214 HGAC Livable Centers grant of \$194,000 with an SEDC match,
215

216 SEDC Director's accomplishments include:

217 Constant meetings with 146 businesses
218 Site consultant and prospect tours of the community
219 Buy local campaign (on hold until 146 completion)
220 Attend ICSC/ReCon – largest retail convention in U.S.
221 Launch of new SEDC website
222

223 SEDC has contracted with Retail Coach for 12 months for assistance with retail
224 recruitment endeavors, demographic reports and items sent out to prospects, with a focus on
225 bigger chains (national and international).
226

227 Last year at ISCS staff met with 23 different companies and this year there are 14
228 meetings scheduled so far, all set by the Economic Development Director, and not by Retail
229 Coach, including Denny's, Fire House Subs, Wolfe and Company, Starbucks, Evergreen,
230 and others. Another goal during the conference is to meet with companies that are already
231 in Seabrook and discuss the possible effects of the 146 expansion. A meeting has been set
232 with the owners of Seabrook Plaza, where Spec's is located, to discuss upgrading that site.
233

234 There are 13 new and expanding businesses in Seabrook from Sept 2017 to April
235 2018, all with long term leases that are hiring people. Slow Twitch Niche moved to
236 Seabrook in 2017 and has already expanded.
237

238 Nine businesses have closed and three have been repurposed. Subway was the
239 only Harvey casualty. The owner has stated that other prospects have looked at the site, but
240 that it needs a little work.
241

242 146 business closures:

243 Laredo's – will come back – no rush

244 Mattress, Inc

245 Neptune Subs – he's wanting someone to take over his business

246 Sonic; Taco Bell/KFC – will be coming back

247 Walgreen's – said not coming back, but consultant has been looking

248 Tookie's Hamburgers –may come back
249

250 Relocations – this list is kept updated; properties available for relocation:

251 Autozone

252 Benjamin's Automotive

253 CVS

254 Enterprise Rent A Car

255 Fatty's

256 Hill's Liquor

257 Mario's Pizza – only one asking for incentives

258 Ryan's Cleaners

259 Seabrook House of Flowers

260 Tobacco Depot
261

262 Old Seabrook coming soon:

263 Brew Pub

264 Coffee and Dessert Shop

265 Burger Grill

266 Gourmet Sandwich shop – want to develop a biking network
267

Mayor Kolupski stated that the City knew the 146 expansion project was coming, so SEDC has built its fund balance up in anticipation. Right now that's the focus, and SEDC is doing a great job. SEDC has helped out on the aesthetic portion of the 146 project, and that's important. Mr. Chavez explained that SEDC has done everything to Paul make sure the businesses got the 146 information and the availability of relocation options.

Mr. Dunphey explained that the 146 expansion will be painful, but at the completion, there will be a newly built community. SEDC will probably concentrate on the Point after the completion of the highway project and the Old Seabrook infrastructure. SEDC does not own property, but can incentivize businesses to stay in Seabrook and relocate to Seabrook. The vision needs to be kept. Revenues will be higher after the highway project is completed. SEDC still has tools in the toolbox, and in general there is a lot of opportunity and potential.

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.

Ronica Hall, 2609 LaTeche, invited volunteers to the CERT shelter management drill on Thursday, April 19, at the Community House from 6:30p-8:30p. Following a mock disaster, victims will be moved to the Community House to open a shelter following Red Cross guidelines. This has been done this in the past. Red Cross will be there to critique. The drill will be much more interesting with a lot of victims/clients. Various scenarios forces CERT to focus on how to manage the drill.

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 early voting; Friends of the Evelyn Meador Library Annual Meeting; Seabrook Trash Off; Election Day; Keels and Wheels; City offices closed for Memorial Day; Seabrook Association Membership Drive; Candidate forum on May 1, and Harris County Mayors' and Councils' Association meeting.

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313 **3. SPECIFIC PUBLIC HEARINGS**

314
315 **3.1** Conduct a public hearing on proposed text changes to Appendix A, “Comprehensive
316 Zoning”, Article 5, “Off Street Parking, Loading, Ingress and Egress; and Landscaping and
317 Safety Requirements”. (Landis)

318
319 Mayor Kolupski opened the public hearing.

320
321 Sean Landis, Deputy City Manager, announced that the Planning & Zoning Commission
322 has gone through and started a review of ordinances, and recently Council approved
323 modifications to the sign ordinance. This is a continuation of that process. The Planning and
324 Zoning Commission recommended approval of the proposed text changes, and the ordinance was
325 submitted to Council in advance of this meeting, for review.

326
327 Councilmember Davis mentioned that there are municipally owned parking lots in Old
328 Seabrook, and asked if those lots can be counted for more than one business when counting off-
329 site parking. Mr. Landis explained that a section of the proposed ordinance addresses off-
330 premise parking, and that it must be within 500 feet of the establishment; therefore, yes, the
331 municipally owned lots can be counted by more than one business.

332
333 Councilmember Picha expressed concerned that there are existing businesses with
334 parking spaces in the front of the building that require backing out onto a street, rather than a
335 parking lot being in place, and with the proposed, new landscaping requirements, parking in the
336 front for those businesses will be an issue. Mr. Landis explained that the existing businesses
337 without parking lots will be grandfathered in, but when they are torn down and/or redeveloped,
338 they will be required to have on-site parking. Ms. Picha asked how this requirement will affect
339 duplexes in Old Seabrook. Mr. Landis explained that there is an exception in the proposed
340 ordinance for residential uses, but any commercial use, in the entire City (not just in Old
341 Seabrook), will be required to have on-site parking.

342
343 Councilmember Machol asked if property owners will be allowed to create their own
344 landscaping design. Mr. Landis stated that, for the most part, the owners will create their own
345 design; but, the proposed landscaping requirements include a set of specific prescribed methods.
346 However, just like with the sign ordinance, a property owner can bring a master landscaping plan
347 before the Planning & Zoning Commission and then Council for approval. The proposed
348 ordinance takes into account life, safety, health, and welfare requirements, but the flexibility of a
349 master landscaping plan is also written into it.

350
351 Mayor Kolupski asked if anyone wanted to speak for or against the proposed changes.
352
353 Having no speakers come forward, the Mayor closed the public hearing.

357 **3.2** Conduct a public hearing on the creation of Article 7, “Landscaping and Safety
358 Requirements”. (Landis)

359
360 Mayor Kolupski opened the public hearing.

361
362 Sean Landis, Deputy City Manager, stated that this ordinance was provided to Council in
363 advance for review, and that he would be happy to answer any questions.

364
365 Mayor Kolupski stated that the landscaping requirement in almost every other city has a
366 prescribed requirement for greenspace, etc. This one is a little less restrictive than most, and
367 having the opportunity to provide a master landscaping plan kind of overrides everything in this
368 ordinance. Do we require the landscape plan when a resident pulls a permit? Mr. Landis
369 explained that the landscape plan must be provided when a permit is pulled and it must give the
370 details and define what will be provided in terms of landscaping. There is an addition of a
371 minimum residential landscaping requirement, so that a homeowner is now required to provide
372 landscaping. This ordinance is very detailed, but if someone has a smaller lot, there will be an
373 opportunity to request something different from the minimum. However, in order to abide by the
374 ordinance, the master landscaping plan would have to be a full package. Council does not have to
375 approve the master landscaping plan. Council can require that the person abide by the ordinance.

376
377 Councilmember Davis asked if this ordinance is requiring irrigation systems on Main
378 Street. Mr. Landis stated yes. Ms. Davis further stated that landscaping is a very subjective
379 thing, with some people seeing it as an artistic expression. It’s understandable to prescribe
380 minimum requirements for a commercial area, but not in a residential area. Mr. Landis stated
381 that the requirements are the bare minimums. At least 15% has to be vegetative cover, actual
382 landscaping elements. There’s a requirement for at least 1 tree. In the past, at least 3 trees were
383 required. Many lots are 50x25, so two oaks starve each other out. For shrubs, the fall back will
384 be 15% vegetation. That’s the minimum that will be required. If an applicant doesn’t meet the
385 10 shrubs requirement, the overall design will be reviewed. 99% of submittals complies with
386 this standard easily. Many are exceeding the standard, but the current Code of Ordinances does
387 not have an element that would allow the City the authority to have some grass and a bare
388 minimum planning and design. Right now someone can turn their entire front yard into a
389 driveway. Some HOA’s restrict this, but some places do not have that restriction. Staff can do
390 some outreach to HOA’s; however, experience has taught that usually deed restrictions are more
391 restrictive.

392
393 Jeff Larson, 2314 Acadiana, asked why the City can’t write the ordinances to disallow a
394 parking lot in the front yard. Mr. Landis stated that the ordinance could be written to disallow a
395 parking lot in the front yard, but then there would not be a minimum landscaping requirement.

396
397 Mayor Kolupski asked if anyone wanted to speak for or against the proposed Ordinance.

398
399 Having no speakers come forward, the Mayor closed the public hearing.

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)

Motion was made by Councilmember Johnson and seconded by Councilmember Picha

To approve the Consent Agenda as presented

MOTION CARRIED BY UNANIMOUS CONSENT

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)

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

Motion was made by Councilmember Johnson and seconded by Councilmember Machol

To approve on first reading 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".

MOTION CARRIED BY UNANIMOUS CONSENT

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)

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

Motion was made by Councilmember Machol and seconded by Councilmember Davis

To approve on first reading 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", with an amendment to remove the requirements for the quantity of shrubs.

MOTION CARRIED BY A 5-1 VOTE, WITH COUNCILMEMBER JOHNSON VOTING NAY

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)

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

Motion was made by Councilmember Picha and seconded by Councilmember Adovasio

To approve proposed Resolution 2018-17, "Suspending the 2018 Effective Date to Implement Interim GRIP Rate Adjustments".

MOTION CARRIED BY UNANIMOUS CONSENT

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)

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

Gayle Cook, City Manager, stated that Seabrook belongs to a coalition and that coalition acts as the members' watchdog. The coalition alerts member cities to rate increases and amendments; therefore, many surrounding cities will pass resolutions in opposition to band together. This tactic has been successful in the past, but not always. The current amendment is for \$1, but the success has been keeping residents' bills down.

Motion was made by Councilmember Adovasio and seconded by Councilmember Machol

To approve proposed Resolution 2018-18, "Denying Centerpoint's Application for Increase to Distribution Rates with Seabrook".

MOTION CARRIED BY UNANIMOUS CONSENT

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)

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

Motion was made by Councilmember Machol and seconded by Councilmember Davis

To approve 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."

MOTION CARRIED BY UNANIMOUS CONSENT

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)

LeaAnn Petersen, Director of Communications, explained that staff is moving forward with the direction for Celebration Seabrook that Council gave earlier in the year; therefore, the budget needs to be approved. Items for the event are pre-paid out of the current fiscal year to reflect expenditures in the next fiscal year after October 1. In order to cut down on commissions, the search for sponsorships will be moved in-house. Instead of having specific sponsors for the Kids' Zone, for the stage, for the various areas, there will be levels similar to how Keels and Wheels and the Christmas Boat Parade handle sponsors. For example: gold level, silver level, bronze level, etc. Also, an increase in food vendors is planned because of the bigger headliner. The hope is to increase attendance with the bigger headliner, which will increase food and beverage sales. The admission price will be a \$5 flat rate, cash at the door. Kids 10 and under get in free. Online tickets sales end up costing money because of the fees to process credit cards. There will be an ATM at the front gate for people to get the cash needed to pay the admission. When Celebration Seabrook was first started admission was \$20, and next year will be \$5 because staff has listened to the feedback that it is too expensive to pay a higher admission price plus buy food and drinks. The City has received feedback that Seabrook residents should get in free; however, it takes a lot of extra staff to comb through residents because a Seabrook address encompasses El Lago and Taylor Lake Village. Last year advanced tickets were \$5 for Seabrook residents, with 320 residents redeeming the advanced discount. It took a lot of staff time to identify true Seabrook residents. Veterans and first responders have that designation on their driver's licenses, so it's much simpler to identify those persons for free admission. For everyone who that that the admission price was too high, the flat \$5 fee, in cash, will be a solution. There will be no credit card processing fees for the City or for the credit card holders. In 2017 there was only \$29.53 in credit cards sales at the gate. There has been more cash sales at the event gate than credit card sales.

There will now be a Kids' Zone wristband fee of \$5. The entertainment will also be a \$5 fee. In an effort to recoup drink tickets sales loss (drink ticket sales have decreased each year from 2015-2017), the price of drink tickets will increase by \$1. With these changes, plus merchandise sales, the 2018 revenue budget should increase.

Expenditures will be greatly reduced due to no commission fees. Approval of a larger entertainment budget is needed to allow for a larger acts, and for the hiring of an entertainment manager. The expenditures in the 2018 budget are as follows:

577 Kids activities - \$10,000
578 Beverages - \$9,000
579 Parking and transportation – \$2,000
580 Rentals - \$25,000 (fencing, tents, stage, so can't decrease)
581 Staff – same
582 Permitting and insurance – same
583 No lease agreements at Meador
584 Graphic design, signage, bulletin boards – same
585

586 Texas Hotel Lodging Association clarified that HOT funds can be used to pay all of the budgeted
587 expenses for Celebration Seabrook because the event promotes tourism, brings people to stay in
588 hotel rooms, and promotes the arts. For this event, historically, HOT funds requested were: 2015
589 - \$30,000; 2016 - \$45,000; 2017- \$45,000. For 2018 the request is \$55,000 out of HOT, and
590 nothing out of General Fund. HOT is the Hotel Occupancy Tax that all visitors pay when
591 staying in a hotel. This tax can only be used for certain things such as advertising; promotion of
592 arts; sports; convention and visitors bureau; marketing; convention industry; and stays in hotels
593 (tourism). HOT funds cannot be used to fix potholes, mow grass, or provide safety equipment or
594 other needs for PD.
595

596 Motion was made by Councilmember Davis and seconded by Councilmember Picha
597

598 To approve the proposed budget for the 2018 Celebration Seabrook event, to be held on
599 Saturday, October 6, 2018.
600

601 MOTION CARRIED BY UNANIMOUS CONSENT
602

603 **6. OLD BUSINESS** 604

605 **6.1** Remove from the table and consider and take all appropriate action on the reappointment of
606 Gary Johnson, as a private citizen, to the Board of Directors of the Clear Lake Emergency
607 Medical Corps (CLEMC), per the provisions of the Agreement between the City of Seabrook
608 and the Clear Lake Emergency Medical Corps, for a term to begin June 1, 2018 and ending June
609 1, 2019. Mr. Johnson is term limited in At Large Council Position 3 in May 2018. Mr. Johnson
610 is currently serving as the CLEMC Board President. (Davis)
611

612 Motion was made by Councilmember Davis and seconded by Councilmember Picha
613

614 To remove item 6.1 from the table.
615

616 MOTION CARRIED BY UNANIMOUS CONSENT
617

618 Councilmember Johnson stated that Gary in light of his recent discussions with the City
619 Manager and the City Attorney, and based on the TML regulations and requirements, as a private
620 citizen, he would not be covered under TML insurance; therefore, he will be resigning from the
621 CLEMB Board and the position of President of the Board.

No action was taken on this item.

7. ROUTINE BUSINESS

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

No discussion or action was taken on Item 7.1.

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

No discussion or action was taken on Item 7.2.

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

No discussion or action was taken on Item 7.3.

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

No discussion or action was taken on Item 7.4.

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

No discussion or action was taken on Item 7.5.

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

TXDOT – Gayle Cook, City Manager, stated that an email was sent out to Council to confirm that TXDOT will be letting in May 2018. There are five (5) pre-bidders listed in the email, which is an indication of what companies are looking at the project. TXDOT has now combined three bids into one to include all three sections (Red Bluff down to FM 518). The Mayor and the City Manager met with the TXDOT District Engineer and the Houston Director to touch on a number of items of concern, based on Council and public comments. The advanced funding agreements were part of the discussion, and the City is still assuming, even though Council approved the application to the State Infrastructure Bank, that the City still has grounds to ask for consideration from TXDOT on the utility relocations, based on information staff has read in the TXDOT guidebook for local governments. Mayor Kolupski noted that he wrote a letter to Quincy Allen about three or four weeks ago, stating the City's concerns and asking for a face to face meeting. The letter had to be sent to Mr. Allen twice before a meeting was scheduled. At the meeting, neither the Engineer nor the Director was prepared to answer questions. They were surprised that the items in the letter were issues. It's becoming more and more frustrating. The previous Seabrook mayor may have had the same issues. Ms. Cook

continued by stating that the boat ramp was also discussed at the meeting with TXDOT. Those present looked at the plan set, and discussed if there is any possibility to shift pilings to give an entrance under the existing bridge and/or acquiring land that TXDOT now owns in order to build a new ramp. The TXDOT reps did not commit to either option, but took pretty detailed notes. A majority of the meeting was spent talking about the boat ramp and what an asset it is to the community. It was clear how passionate Seabrook is in trying to resolve the issue with the boat ramp. For the second funding agreement for landscaping/aesthetics, staff still has a question out to TXDOT on the standard cost that TXDOT would normally spend on landscaping/aesthetics on a similar project. The City's consultant has been asked to take a look at TXDOT standards. At this point, on both funding agreements, staff has made it clear the City is not ready to sign until questions are answered, which have been asked numerous times.

PROJECTS – Kevin Padgett, Director of Public Works, explained that the Pine Gully Pier project, awarded to Crawley Shoreline Construction, will hopefully get started next week. 800 bolts have been ordered and are in, so the anticipated completion is about four (4) weeks. There was a hiccup with getting a permit from Harris County on the Todville Sanitary Sewer project. When the message boards went up, a Harris County inspector saw them and had questions, so staff revisited and made adjustments to the traffic control plans. Contractor is completing pre-construction video and setting up barriers, so the project should be starting soon. The retainage has not yet been released on the new Public Works Complex, and won't be released until staff is satisfied with the work. There was an issue at the Veteran's Memorial with a flag taken down, so Public Works staff put a locking mechanism over the tie ups with a key. A walkthrough of the ground storage tank project for substantial completion was completed today that went well. There are a few areas that will need to be brought up to City standards, but completion is very close. The fencing and a wall are up around the tank. It is grated internally. The generator works. The wells have been started. The gate will be constructed and a cap will go around the wall.

GRANT ADMINISTRATION – Ms. Cook stated that the City has not received any money yet from FEMA. The City still being audited for IKE, and FEMA is threatening the de-obligation of monies; however, Harvey activities should not be in the same position. The two projects for reimbursement in the system (the emergency protective measures and debris removal) have had 16 reviews on the schedule. Right now there is no indication of a date of reimbursement, and the FEMA rep has changed. Staff met with the new rep last week. Staff has a meeting tomorrow to look at the Hazard Mitigation Grant. The City was asked to write a proposal for full funding of \$35 million for the Wastewater Treatment Plant. The City Manager, the Mayor, and Councilmember Picha met with Congressman Babin's office for a letter of support, and the draft letter received was not what was needed, so the City Manager is drafting something. She has also reached out to Congressman Weber's office. After the City receives the first letter of support, then staff will reach out to all other Legislators for the same letter.

Motion was made by Councilmember Adovasio and seconded by Councilmember Machol to approve the Action Items Checklist

MOTION CARRIED BY UNANIMOUS CONSENT

712
713 **7.7 Establish future meeting dates and agenda items. (Council)**
714

715 The next City Council meeting is May 1, 2018.
716

717 The May 15 City Council meeting will be the canvass of the May 5 General Election and
718 new Council members will take oaths of office.
719

720 **8. CLOSED EXECUTIVE SESSION**
721

722 **8.1 Section 551.072**

723 Discuss the purchase, lease, or exchange of real property in closed session due to potential
724 detrimental effect on City in negotiations with third party if conducted in open session, as
725 provided by Section 551.072 of the Texas Government Code. (Cook)
726

727 At 9:22 p.m. Mayor Kolupski announced that the City Council will now hold a closed executive
728 meeting pursuant to the provisions of the Open Meetings Act, Chapter 551 Government Code,
729 and Vernon's Texas Codes Annotated, in accordance with the authority contained in Section
730 551.072, Deliberation Regarding Real Property.
731

732 **9. OPEN SESSION**

733 *Council will reconvene in open session to allow for possible action on any of the agenda items*
734 *listed above under "Executive Session."*
735

736 At 9:28 p.m. Mayor Kolupski reconvened the meeting in open session and stated that item 8.1
737 had been discussed, but that no action had been taken in executive session.
738

739 Upon motion duly made and seconded, Mayor Kolupski adjourned the meeting at 9:29pm p.m.
740

741 Approved this 1st day of May, 2018.
742
743
744
745

Thomas G. Kolupski
Mayor

Robin Hicks, TRMC
City Secretary



Agenda Briefing

Date of Meeting: 4-23-18

Submitting Department: Economic Development

Date Submitted: 4-23-18

Prepared By: Pat Patel

Presenter: Paul Chavez

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: Resolution 2018-20 for BlueLine Rental Agreement

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

Executive Summary: EDC approved relocation/business development incentive for BlueLine Rental for remodel of building structure and ADA compliance for \$212,500. EDC also approved sales tax reimbursement for a period of 5 years or \$65,000 which ever comes first. Total incentive approval amount to be \$277,500

Background/Issue (What prompted this need?): BlueLine Rental has decided to stay in Seabrook and is modifying their building structure.

Budget Analysis/Funding Comments:

Expenditure Required: \$277,500

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) : BlueLine Rental

Legal Description/Location (if applicable): 2626 Bayport Blvd. Seabrook, TX 77586

Supporting Materials Attached:

1. Resolution 2018-20 for BlueLine Rental
2. BlueLine Rental Agreement
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

Recommended Placement on Agenda: New Business

Recommended Action: To approve the Resolution for the Agreement between BlueLine Rental and SEDC in an amount not to exceed \$277,500

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. 2018-20**

**EDC PROJECT DESIGNATION FOR BLUELINE RENTALS, LLC AND
APPROVAL OF SEDC EXPENDITURES FOR RETENTION OF
EXISTING BUSINESS REQUIRING SITE MODIFICATIONS DUE TO
TXDOT 146 EXPANSION, AS REFERENCED IN PERFORMANCE
AGREEMENT**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, APPROVING A PROJECT OF THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION TO PROVIDE BUSINESS INCENTIVES TO BLUELINE RENTALS, LLC IN AN AMOUNT NOT TO EXCEED \$277,500 FOR SITE IMPROVEMENTS, AND RECONFIGURATION CONSTRUCTION DUE TO TXDOT EXPANSION OF HIGHWAY 146, PURSUANT TO THE TERMS AND CONDITIONS OF THE “ECONOMIC DEVELOPMENT AGREEMENT”, ATTACHED HERETO

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

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

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

WHEREAS, the EDC has determined to undertake a project for economic development by providing funding from EDC sales tax revenue, to BlueLine Rental LLC for site improvements due to TxDot improvements of Highway 146, and its condemnation affecting Developer/Owner leased premises, and the need for reconfiguration construction of the business site to address requirements for the 30 foot setback allowance, handicap access and related improvements that include partial demolition of its storefront located at 2626 Bayfront Blvd, Seabrook, Texas 77586, as more specifically described in the Economic Development Agreement, to promote or develop new or expanded business enterprises and/or create or retain primary jobs in or near the City of Seabrook, in a total amount not to exceed **\$277,500** for BlueLine Rental LLC by reimbursing EDC tax paid, not to exceed 5 years or \$65,000.00, reimbursement of 50% of the costs expended for approved remodeling in an amount not to exceed \$180,000, and reimbursement of costs expended for ADA compliance construction in an amount not to exceed \$32,500, all as provided and controlled in the “Economic Development Agreement”, (“Agreement”), attached hereto and incorporated by reference, as generally authorized under Texas Local Government Code, Chapters 501, 505, including Sections 505.158,

505.302 and related provisions, and is an authorized project of the EDC being submitted for City Council approval; and

WHEREAS, a public hearing was conducted by the EDC on April 12, 2018 to receive public input for such Project; and

WHEREAS, the EDC, after conducting the aforementioned public hearing, met on April 12, 2018, and at that time took formal action to support and approve funding of incentives for BlueLine Rental LLC, for reconfiguration construction of its business site due to TxDot expansion of Highway 146, to address requirements for the 30 foot setback allowance, handicap access and related improvements that include partial demolition of its storefront located at 2626 Bayfront Blvd, Seabrook, Texas 77586 pursuant to the terms and conditions of the Agreement, attached hereto, which includes providing for employing a minimum of 13 full time and part time employees ("Project"); and

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

WHEREAS, the City Council ("City") desires to encourage the development or redevelopment within the city limits of the City of Seabrook, by specifically approving the EDC funding, as provided herein of Project incentives for BlueLine Rental LLC., ("Applicant") pursuant to the Agreement, attached hereto, as approved by the EDC and submitted to City Council for final approval; and

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

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

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

Section 2. That the funding through SEDC sales tax revenue for this Project to assist BlueLine Rental LLC for its reconfiguration construction of the business site to address requirements for the 30 foot setback allowance, handicap access and related improvements that include partial demolition of its storefront located at 2626 Bayfront Blvd, Seabrook, Texas 77586, employing a minimum of 13 full time and part time employees, promotes or develops new or expanded business development and/or the creation or retention of primary jobs.

THIS SPACE INTENTIONALLY LEFT BLANK

Section 3. The incentive funding by the SEDC to BlueLine Rental LLC. reimbursing SEDC tax paid, and specified improvements, not to exceed **\$277,500**, as specifically provided by the “Economic Development Agreement” (“Agreement”), as approved by the Seabrook Economic Development Corporation (“SEDC”), attached hereto and incorporated by reference, is hereby approved by the City Council of the City of Seabrook.

ADOPTED AND APPROVED this the 1st day of May, 2018.

PASSED, APPROVED, AND ADOPTED on second and final reading this ____ day of _____, 2018.

CITY OF SEABROOK, TEXAS

BY: _____
Thomas G Kolupski
Mayor

ATTEST:

Robin Hicks, TRMC
City Secretary

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of _____, 2018, by and between the **Seabrook Economic Development Corporation**, situated in Harris County, Texas ("**SEDC**"), and **BlueLine Rental LLC.**, a Delaware corporation with its principal place of business at 8401 New Trails Dr., Suite 150, The Woodlands, TX 77381, doing business at 2626 Bayport Blvd., Seabrook, Texas 77586, ("**Owner**" or "**Developer**" or "**BlueLine**"). SEDC and Owner are sometimes collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, Developer/Owner is in the business of providing a comprehensive line of rental equipment and has filed an application and supporting documentation, (see "BlueLine Seabrook Incentive Proposal"), hereinafter referenced as the "Application" which is incorporated by reference, with the SEDC for economic incentives and proposes to make site improvements due to TxDot improvements of Highway 146, and its condemnation affecting Developer/Owner leased premises, and the need for reconfiguration construction of the business site to address requirements for the 30 foot setback allowance, handicap access and related improvements that include partial demolition of its storefront located at 2626 Bayfront Blvd, Seabrook, Texas 77586, as more specifically described in Exhibit "A", attached hereto and incorporated by reference (the "Project Facilities"); and

WHEREAS, Developer/Owner proposes to reconstruct new site improvements for the Project Facilities, representing that the estimated improvement value after its completion would total \$450,000 for an approximate 7,447 square foot site at the subject location, and has requested estimated incentives from SEDC for 50% reimbursement for the construction costs (estimated at \$500,000), 100% waived costs associated with permitting, 100% reimbursement for City sales tax over 10 years and 100% participation on landscaping cost, ("Incentive Requests") as referenced in its Application. Developer/Owner has submitted its plans, (as depicted in the attached "BlueLine Seabrook Incentive Proposal" which includes Site Survey, Existing Conditions, Demo Plan, Site Plan, Proposed Floorplan, Scope of Work (Demo, Remodel, ADA

Impact, Proposed Elevation and Financial Summary), collectively referenced hereafter as the final "Site Plan", a true and correct copy of which is attached hereto and incorporated within the exhibits included in Exhibit "B", and has represented that after completion of construction/improvements represented in the Site Plan the business structure and related improvements, when completed, should generate an estimated **\$7,000,000** of annual gross revenue that will employ 13 full time and part time employees. The Site Plan, Application, filed supporting documents and the above representations of Developer/Owner are collectively referenced herein as the "Project"; and

WHEREAS, Developer/Owner has applied to the SEDC for a business incentive grant to help defray a portion of the costs of construction for the Project referred to above, a copy of which Application, specifically including the final Site Plan (all such documents collectively referred to herein as the "Application") which are attached hereto and made a part hereof as Exhibit "B", and are incorporated by reference. The representations contained in the Application, as well as Owners representations before the SEDC are being specifically relied upon by the SEDC as true and correct in considering Developers/Owners Application for the Project and subject incentives for relocation of the subject restaurant; and

WHEREAS, at the SEDC meeting on January 18, 2018, Developer/Owner, through its authorized representative discussed its applications submitted to the SEDC and requested SEDC to fund the Incentive Request based upon its representations, which the SEDC is relying upon for evaluation; and

WHEREAS, pursuant to the Texas Local Government Code, Chapters 501 and 505 together with related authority, Economic Development Corporations of municipalities are authorized to establish programs to promote the creation or retention of jobs and/or that promote or develop new or expanded business enterprises in the municipality and in accordance with such enabling laws; and

WHEREAS, in accordance with such enabling laws, SEDC has adopted an "Economic Development Incentive Program" ("Program"), as provided for in SEDC Resolution 2016-1," and related incentives as provided by law; and

WHEREAS, SEDC hereby finds and determines that Developer's/Owner's proposed Project, together with the proposed Project Facilities, as set forth in the Application/Incentive

Requests, presentation before SEDC on January 18, 2018, Site Plan, and related documentation, meets the minimum eligibility requirements for an economic incentive grants pursuant to the Program, and legal requirements, subject to the terms and conditions contained in this Agreement; and

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

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

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

I. Inducement by SEDC. Conditioned upon: the findings of the above preamble being true and correct; Developer's/Owners' representations as being true and correct; Owners compliance with the guidelines of the Program, City Code of Ordinances, statutes/related law, and this Agreement; approval of this Project and Agreement by the Seabrook City Council; and completion of the Project/Project Facilities in accordance with the final approved **Site Plan**, as determined solely by SEDC; SEDC will provide, in the form of a reimbursement to BlueLine, an economic incentive grant ("Grant"), for the Project Facilities/Project, a total amount not to exceed **\$277,500** as provided hereafter in accordance with the Project Application/Site Plan:

(a) Reimbursement of the amount of SEDC sales tax paid by BlueLine relating to the new reconstructed business structure and improvements/Project, not to exceed a term of 5 years or an amount exceeding **\$65,000** of the total SEDC reimbursement payments, (whichever comes first – under no circumstances will the reimbursement amount exceed \$65,000), which shall be payable by SEDC to BlueLine within 30 days after BlueLine's payment of same to City, in

accordance with the reporting requirements included hereafter, (II.c), and conditioned upon strict compliance with the terms of this Agreement;

(b) Reimbursement of 50% of the costs expended for approved remodeling in an amount not to exceed **\$180,000** which shall be payable by SEDC within 30 days after BlueLine submitting satisfactory evidence to SEDC of subject approved payment(s) and issuance of a certificate of occupancy by City; and

(c) Reimbursement of costs expended for ADA compliance construction in an amount not to exceed **\$32,500** which shall be payable by SEDC within 30 days after BlueLine submitting satisfactory evidence to SEDC of subject approved payment(s) and issuance of a certificate of occupancy by City.

II. Performance by Developer.

A. Improvements to Project Facilities. Developer/Owner shall provide for the timely completion of the Project as delineated in Application and this Agreement/Site Plan, and shall timely submit documentation as requested by the City of Seabrook/SEDC in relation to the Project and components as provided herein. Construction shall be substantially complete on or before **12** months after final approval of this Agreement by the Seabrook City Council. Developer/Owner shall obtain a certificate of occupancy within this time unless extended by SEDC. The failure to obtain a certificate of occupancy for the new structure and related improvements shall constitute a fundamental breach of contract and default, requiring Owner/Developer to refund all payments received from SEDC pursuant to this Agreement.

B. Employment. Owner/Developer, pursuant to the Application and its representations shall, collectively employ not less than 13 full and part time employees after the proposed development is constructed and a certificate of occupancy has been issued. This amount of employees shall be maintained during the term of this Agreement.

C. SEDC Sales Tax. Owner/Developer BlueLine shall provide the City, on a monthly basis, a copy of any financial report that Owner will submit to the Comptroller of the State of Texas ("Comptroller") relating to BlueLine's remission of sales taxes collected in City as a result of the operation of the business Project/Project Facilities above, (the "Report"), and shall consent to the State of Texas releasing these monthly reported figures along with any State audit adjustments to the City, and other documents provided to facilitate same with Comptroller.

D. Funding. Grant funds provided hereunder by SEDC shall be contingent on compliance with the provisions of Sections I and II herein.

III. Recapture for Default. This Agreement may be terminated if Developer/Owner refuses, fails or neglects to substantially comply with any of the terms of this Agreement or, if any representation made by Owner is false or misleading in any material aspect. Termination of this Agreement may be effected if any such default is not cured within thirty (30) days after written notice by the City to Owner.

(a) If the City terminates this Agreement as a result of default by Owner for failure to continue and operate the Project/business for the five year term as provided in this Agreement, the reimbursement of the amount of SEDC tax paid by BlueLine/Owner will be immediately abolished and sales tax will be due for the entire tax year in which termination occurred, with interest payable on the amount of sales tax abated by the SEDC at the time of default at the maximum legal rate as provided by law, and no rebate shall accrue for all tax years thereafter.

(b) If during the term of this Agreement, Owner, or a subsequent owner should discontinue the Project Facilities and/or Project, as described herein, then the City shall have the right to recapture all waived permits, inspections fees, and related applicable costs, and for the SEDC's rebated amount, for the entire tax year in which such discontinuance occurs and to terminate this Agreement. In the event of such recapture by the City, the SEDC shall be reimbursed by the City from the funds recaptured from Owner for the amount of sales tax rebated by the SEDC for the tax year in which such discontinuance occurs.

(c) In the event of termination, a bill for the total amounts due will be sent to Owner, and Owner hereby agrees to pay the total amounts due within forty-five (45) days after receipt of the bill. Statutory penalties, interest and attorney's fees will accrue if Owner fails to timely pay the bill. Nothing in this Agreement shall preclude Owner from disputing the bill.

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

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

If to Owner/Developer:

Real Estate Department
BlueLine Rental LLC
8401 New Trails Dr. Suite 150
The Woodlands, TX 77381

With a copy to:
Legal Department
8401 New Trails Dr. Suite 150
The Woodlands, TX 77381

If to SEDC:

City Manager/SEDC Director
City of Seabrook
1700 First St.
Seabrook, Texas 77586

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

VI. Assignment and Succession. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, affiliates, administrators, executors, and assigns of the respective parties. All rights hereunder may be assigned by Developer/Owner without restriction to any wholly owned subsidiary or affiliate of Developer/Owner or other entity controlled by Developer/Owner or by a subsidiary or affiliate of Developer/Owner, provided that notice of each assignment shall be given in writing to SEDC, but no other assignment shall be effective without the SEDC's written approval and consent. Provided further, no assignment hereunder shall be effective without the written acknowledgment and acceptance by the assignee of the duties and obligations of Developer/Owner set forth in this Agreement. Such approval shall not be unreasonably withheld.

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

BlueLine Performance Agreement slw 032718 CleanF

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

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

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

XI. Operations. It is expressly agreed that nothing contained in this Agreement shall be construed to contain a covenant, either express or implied, to either commence the operation of a business or thereafter continuously operate a business in the Project Facilities. The SEDC and Developer/Owner acknowledge and agree that Developer/Owner may, at its sole discretion and at any time cease the operation of its business in the Project Facilities, and SEDC hereby waives any legal action for damages or for equitable relief which might be available because of such cessation of business activity by Developer/Owner *except for the recapture of Grant funds as specifically set forth in this Agreement*. Provided, however, if Developer/Owner fails to construct the improvements to the Project Facilities as set forth herein, Developer/Owner agrees to reimburse SEDC for all costs expended by SEDC or for which it is legally obligated to expend, as a result of its performance of this Agreement. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture, or other entity between SEDC and Developer/Owner, with regard to the Project, and SEDC shall have no right hereunder to control the operation of Developer/Owner or the Project. Provided, however, nothing contained herein shall be construed as waiving or limiting the power and authority of SEDC or the City of

Seabrook to exercise its police powers, or exempt Developer/Owner from complying with lawfully adopted rules, regulations, ordinances, or laws of the State of Texas or SEDC.

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

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

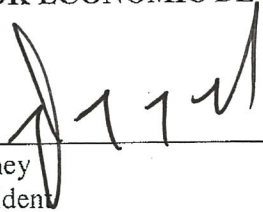
The Parties specifically acknowledge that the funds allocated for payment to Owner/Developer by SEDC are derived from sales tax revenues, and that SEDC has only estimated the anticipated tax revenues to be collected during the term of this Agreement in its budget for Fiscal Year 2017-18, and that no estimates have been made of tax revenues for future fiscal years. Owner/Developer further understands, acknowledges, and agrees that if the tax revenues actually collected in any fiscal year are estimated to be or are actually less than the estimated tax revenues anticipated to be collected during the term of this Agreement, SEDC shall be under no obligation to reimburse Owner/Developer for the amount set forth in Section I. Owner/Developer further acknowledges that this Agreement could be anticipated to extend into future fiscal years, and funds may not be available or budgeted in future fiscal years, and that any anticipation of extension may not be enforceable under the Constitution and laws of the State of Texas.

XIV. Employment of Undocumented Workers. Owner/Developer acknowledges prior notice provided by SEDC/City, that all Agreements related to the construction of the Project shall contain notifications required by Texas Govt. Code Section 2264, such as the following: During the term of this Agreement, the Owner/Developer agrees not to knowingly employ any undocumented workers as defined in Tex. Govt. Code Sec. 2264.001. If convicted of a violation under 8 U.S.C. § 1324a(f), the Owner/Developer shall repay the amount of the Grants/incentives and any other funds received by the Owner/Developer from the City as of the date of such violation not later than 120 days after the date the Owner/Developer is notified by the City of a violation of this section, plus interest from the date the Grant/incentive was paid to the Owner/Developer, at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the City) as its prime or base commercial lending rate. The payment of interest shall be as if it had been accruing from the date the Grants/incentives were paid to the Owner/Developer until the date the Grants/incentives are repaid to the City.

IN WITNESS WHEREOF, and as authorized respectively by the SEDC, City Council of Seabrook and BlueLine Rental LLC, a Delaware corporation, doing business herein as BlueLine Rental LLC (Seabrook), Developer/Owner, by and through their respective authorized agents, the parties have executed this Agreement effective the day and year first written above.

[INTENTIONALLY LEFT BLANK]

SEABROOK ECONOMIC DEVELOPMENT CORPORATION



Paul Dunphey
Board President

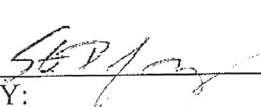
DATE: 4/20/18, 2018

ATTEST:



Ernie Davis
Board Secretary

BLUELINE RENTAL LLC


BY: _____
CFO.
Title/Authorized Representative

DATE: 3/28th, 2018

STATE OF TEXAS §

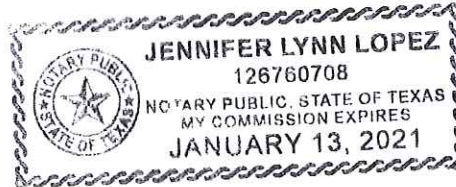
§

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Scott Jarrow, CEO of BlueLine Rental LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as authorized by the company for the purposes and consideration therein expressed, on behalf of said company and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28 day of March, 2018.


Notary Public, State of Texas



CITY OF SEABROOK, TEXAS

Thomas G. Kolupski
Mayor

DATE: _____, 2018

ATTEST:

Robin Hicks, TRMC
City Secretary

EXHIBIT A

Information Required for Business Development Incentive Applications

Under a Business Development Incentive, an applicant can apply for a wide range of participation options from the Seabrook EDC to help with "landing the deal" in our community.

DESCRIPTION OF PROJECT: 2626 Bayport Blvd.

INCENTIVE REQUEST DESCRIPTION: (please attach narrative and supporting documentation)

LEGAL DESCRIPTION OF PROPERTY: 2626 Bayport Blvd.
Seabrook TX 77586

HARRIS COUNTY APPRAISAL DISTRICT ACCOUNT NUMBER: 2095045

DOES THE APPLICANT OWN OR LEASE SITE? Lease

CONSTRUCTION START DATE ESTIMATE: 3-1-2018

CONSTRUCTION COMPLETION DATE ESTIMATE: 7-15-2018

ESTIMATED IMPROVEMENT VALUE OF COMPLETED PROJECT: \$500k

PROJECT CONSTRUCTION COSTS: (please attach official quotes)

- *Examples of project construction cost estimates include site acquisition cost, plan designs, building, FFE, and landscaping estimates. For the purpose of this application, labor does not qualify as part of the construction cost estimates.*

JOB CREATION / RETENTION

Please attach documentation of current total full time and total part time employees **plus** the estimated number of full and part time employees once project is completed. If possible, please outline position titles created and retained.

IS THE APPLICANT SEEKING A VARIANCE TO EXISTING CODE: ☐ Yes ☒ No

If "yes" attach letter requesting and justifying the variance, with supplemental information.

WAIVER OF BUILDING PERMITS, DEVELOPMENT PERMITS AND CONNECTION FEES

APPLICANT IS REQUESTING WHAT PERCENTAGE, IF ANY, TO BE WAIVED FOR BUILDING PERMITS, DEVELOPMENT PERMITS AND CONNECTION FEES: 100%

(enter a range from 1% to 100%)

WATER METER SIZE FOR PROPOSED PROJECT: N/A

IRRIGATION METER SIZE FOR PROPOSED PROJECT: N/A

Information Required for Sales Tax Rebate Applications

The City collects 2% sales tax on any taxable retail sale made in the city limits and the funds are allocated as follows: 1% to the City's general fund; 0.5% to the Economic Development Corporation; and 0.5% to the crime district / crime prevention. An applicant may apply for a rebate of their contribution towards the 0.5% Economic Development Corporation portion. The City may pay any rebates based upon the confidential sales report received from the State of Texas Comptroller's Office after receipt of actual sales taxes by the City.

LEGAL DESCRIPTION OF PROPERTY: 2626 Bayport Blvd.

HARRIS COUNTY APPRAISAL DISTRICT ACCOUNT NUMBER: 2095045

DOES THE APPLICANT OWN OR LEASE THE SITE? Lease

APPLICANT IS REQUESTING WHAT PERCENTAGE OF THE EDC PORTION OF SALES TAX TO BE REIMBURSED: 100% (enter a range from 1% to 100%)

NUMBER OF YEARS APPLICANT IS REQUESTING: 10 (not to exceed ten years)

NEW BUSINESS: PLEASE PROVIDE SALES TAX ESTIMATES BASED ON BUSINSS PLAN MODEL.

YEAR ONE N/A

YEAR TWO _____

YEAR THREE _____

EXISTING BUSINESS: PLEASE PROVIDE FINAL SALES TAX FIGURES (MINUS ALCOHOL SALES – IF APPLICABLE) FOR THE PAST TWO YEARS, THE CURRENT YEAR AND PROJECTED SALES FOR THE NEXT TWO YEARS AFTER PROJECT COMPLETION. IF COMPANY HAS MULTIPLE SITES, PLEASE REPORT AND NOTE EITHER THE SITE CLOSEST TO OR WITHIN THE CITY OF SEABROOK.

ADDRESS OF SITE REPORTING FIGURES: 2626 Bayport Blvd.

YEAR: 2016: \$57,197

YEAR: 2017: \$88,510

MOST CURRENT YEAR (2017): _____

YEAR ONE POST CONSTRUCTION: \$91,165 @ (unknown construction impact)

YEAR TWO POST CONSTRUCTION: \$93,900 @ (unknown construction impact)

Information Required for

Storefront Façade Improvement Grant Applications

BUSINESS/PROJECT TYPE: Equipment Rental
LEGAL DESCRIPTION OF PROPERTY: 2626 Bayport Blvd.
Seabrook, TX 77586
HARRIS COUNTY APPRAISAL DISTRICT ACCOUNT NUMBER: 2095045
DOES THE APPLICANT OWN OR LEASE THE SITE? Lease
CONSTRUCTION START DATE ESTIMATE: 3-1-2018
CONSTRUCTION COMPLETION DATE ESTIMATE: July 2018
ESTIMATED IMPROVEMENT VALUE OF COMPLETED PROJECT: \$500k

FAÇADE CONSTRUCTION COSTS: (please attach official quotes)

- Examples of project construction cost estimates include building prep estimates, plan designs, material costs, labor, and landscaping estimates. For the purpose of this application, labor does not qualify as part of the construction cost estimates.
- Application should include photos of the existing structure as well as renderings of the proposed improvements to the site.

SITE LANDSCAPING / PARKING COSTS: (please attach official quotes)

- Application should include photos of the existing landscaping and parking lot as well as renderings of the proposed improvements to the site.

JOB CREATION / RETENTION

Please attach documentation of current total full time and total part time employees **plus** the estimated number of full and part time employees once project is completed. If possible, please outline position titles created and retained.

IS THE APPLICANT SEEKING A VARIANCE TO EXISTING CODE: ☐ Yes ☒ No

If "yes" attach letter requesting and justifying the variance, with supplemental information.

APPLICANT IS REQUESTING WHAT PERCENTAGE OF PARTICIPATION FROM THE EDC FOR THE FAÇADE COST: 50% (enter a range from 1% to 100%)

APPLICANT IS REQUESTING WHAT PERCENTAGE OF PARTICIPATION FROM THE EDC FOR THE
LANDSCAPING COST: 100% (enter a range from 1% to 100%)



EXHIBIT B

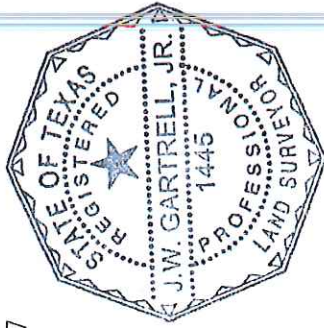
SURVEY OF PART OF LOT 1, ALL OF LOTS 3, 4, 5, 6, AND COMMERCIAL RESERVE "A", OUT OF CLEAR CREEK BUSINESS PARK SECTION 1, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE RECORDED MAP OR PLAT RECORDED IN FILM CODE 351121 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

LOOMER INVESTMENTS
1498 MCGUIRE RD
LEAGUE CITY, TX 77573

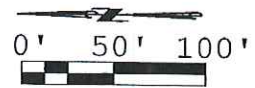
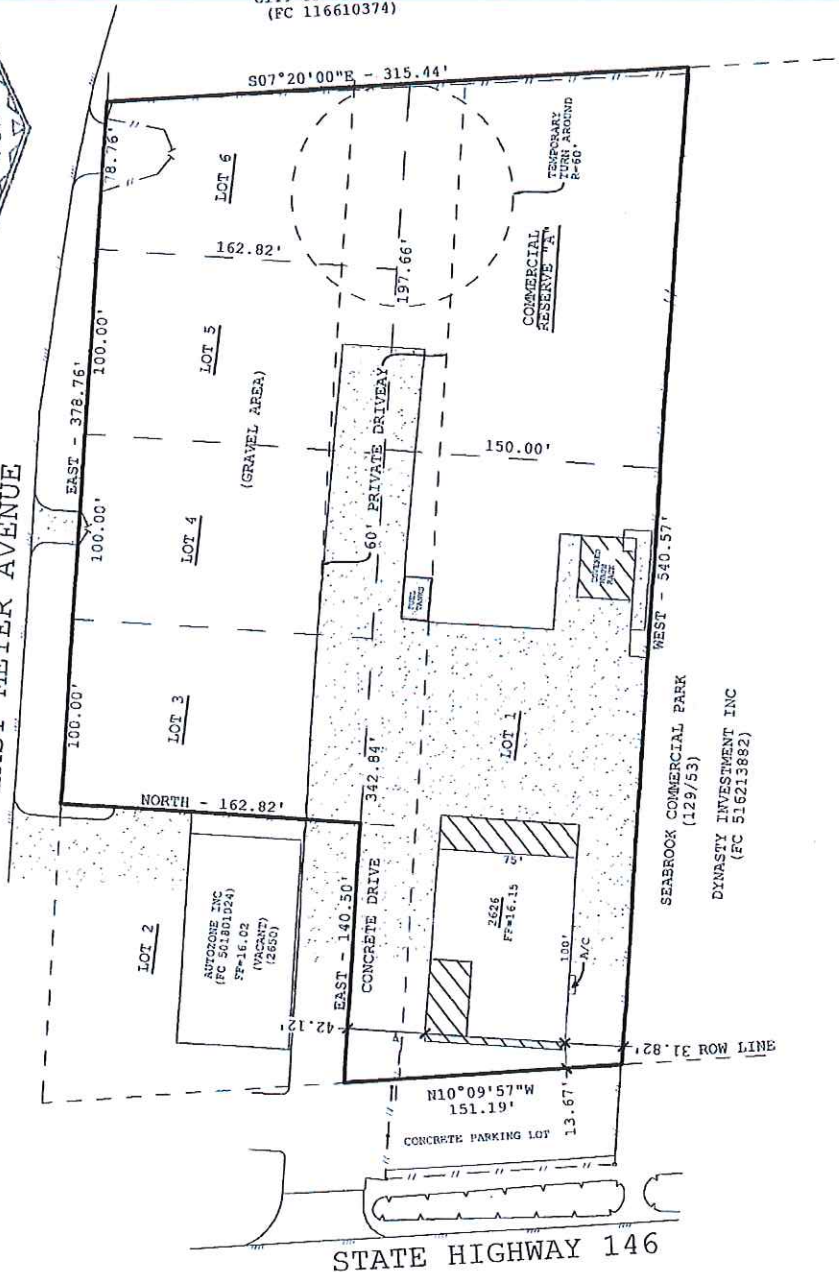
MR. CLIFF ECKBERG
8401 NEW TRAILS DRIVE
SUITE 150
THE WOODLANDS, TEXAS 77381

SURVEYED: 09/13/2017

BY



EAST MEYER AVENUE

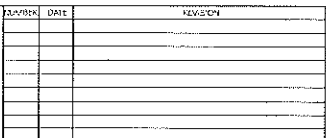


JAMES W. GARTRELL, JR., PE, RPLS

CONSULTING ENGINEER - SURVEYOR
TEXAS P.E. #22590 - TEXAS R.P.L.S. #1445

GULF COAST ENGINEERING & SURVEYING

TBPE FIRM #4534 - TBPLS FIRM #10061900
P.O. BOX 382 LA MARQUE, TX 77568
409 / 935-2462 TEXAS CITY 281 / 488-6969 HOUSTON



AS NOTED
DATE 1/2/2018
DISK # FRD

**FRANK
DONATO, P.E.**
Firm #18317
Lic. #12626C
2717 N. Meyer Ave.
Seagrack, TX 77586
(903) 272-1507
fdonato@
hotmail.com

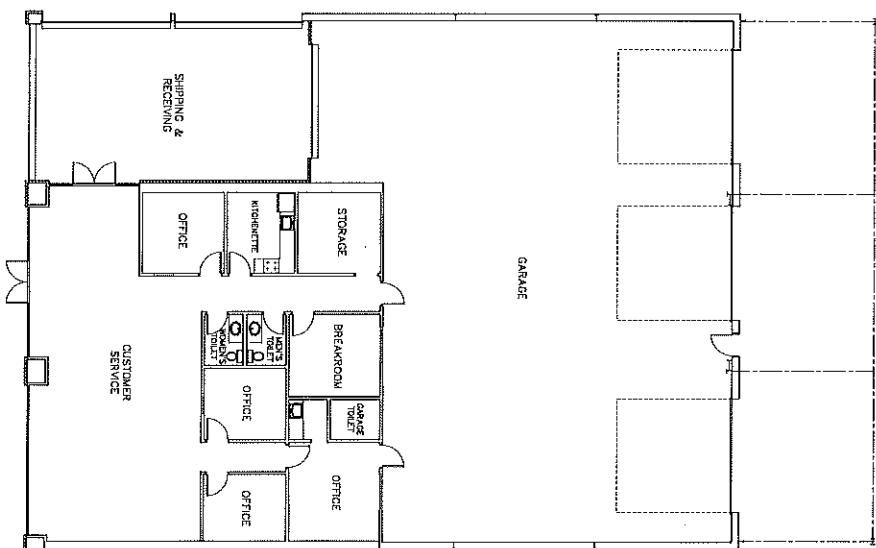
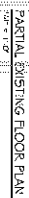
BLUELINE RENTAL
PROPOSED
BUILDING
MODIFICATION

SHEET DESCRIPTION	EXISTING CONDITIONS FLOOR PLANS
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NOT FOR
PERMITTING OR
CONSTRUCTION

SHEET NUMBER

EC1

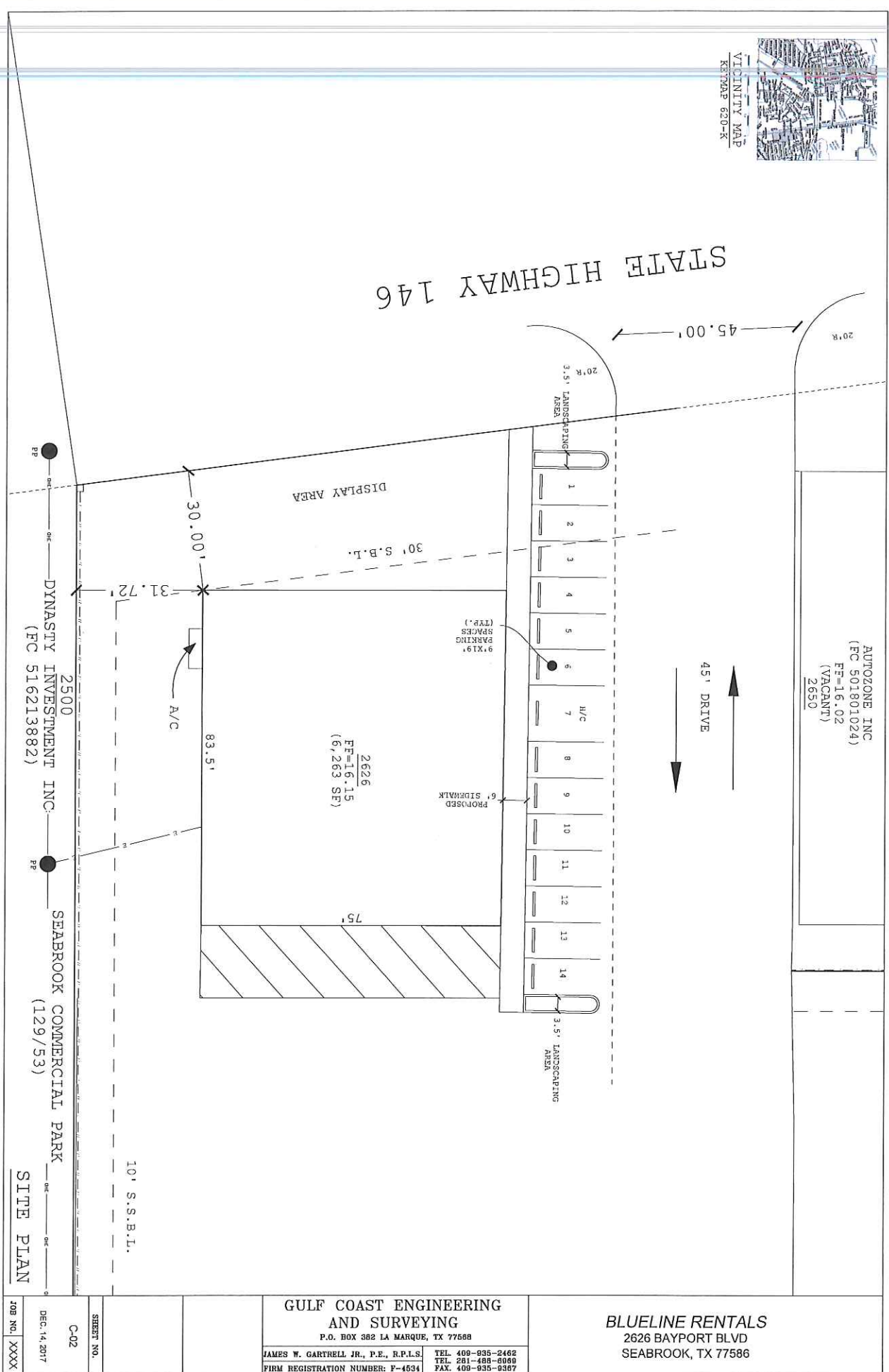


EXISTING BUILDING FLOOR PLAN
1/2" = 1'-0"



VICINITY MAP
KEYMAP 620-R

STATE HIGHWAY 146



AUTOZONE INC
(FC 501801024)
FF=16.02
(VACANT)
2650

45' DRIVE

DISPLAY AREA

30' S.B.L.

83.5'

2626
FF=16.15
(6,263 SF)

PROPOSED
6' SIDEWALK

9'X19'
SPACERS
(TYP.)

A/C

2500
DYNASTY INVESTMENT INC.
(FC 516213882)

SEABROOK COMMERCIAL PARK
(129/53)

SITE PLAN

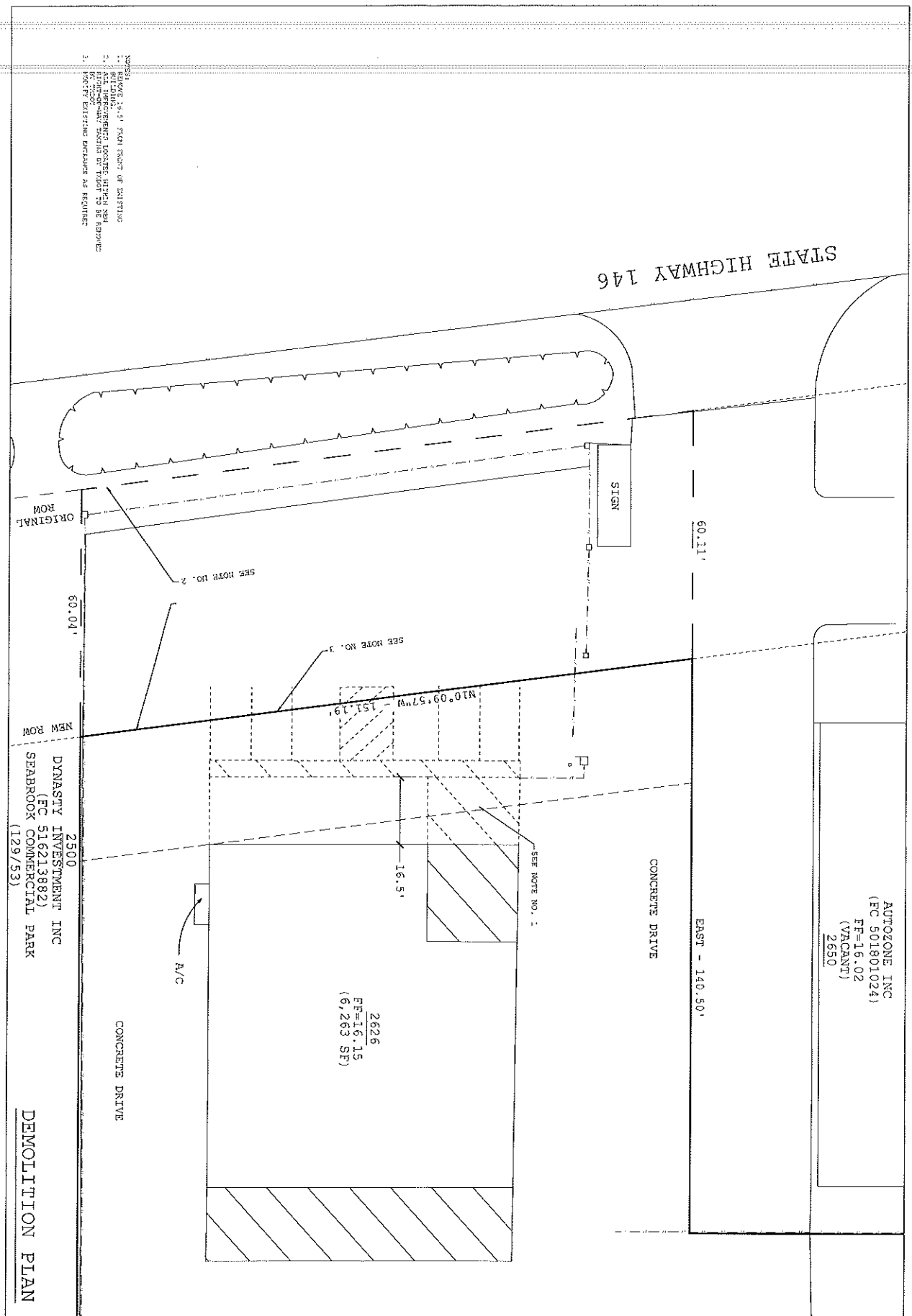
10' S.S.B.L.

GULF COAST ENGINEERING
AND SURVEYING
P.O. BOX 382 LA MARQUE, TX 77688

JAMES W. GARTRELL JR., P.E., R.P.L.S.
FIRM REGISTRATION NUMBER: F-4634
TEL 409-935-2462
TEL 281-488-6868
FAX 409-935-9367

BLUELINE RENTALS
2626 BAYPORT BLVD
SEABROOK, TX 77586

SHEET NO.
C-02
JOB NO.
XXXX
DEC. 14, 2017



- NOTES:
1. REMOVE 14.3' FROM FRONT OF EXISTING
 2. ALL IMPROVEMENTS LOCATED WITHIN NEW ROW
 3. EXISTING STRUCTURES TO BE REMOVED
 4. EXISTING DISTANCE AS REQUIRED

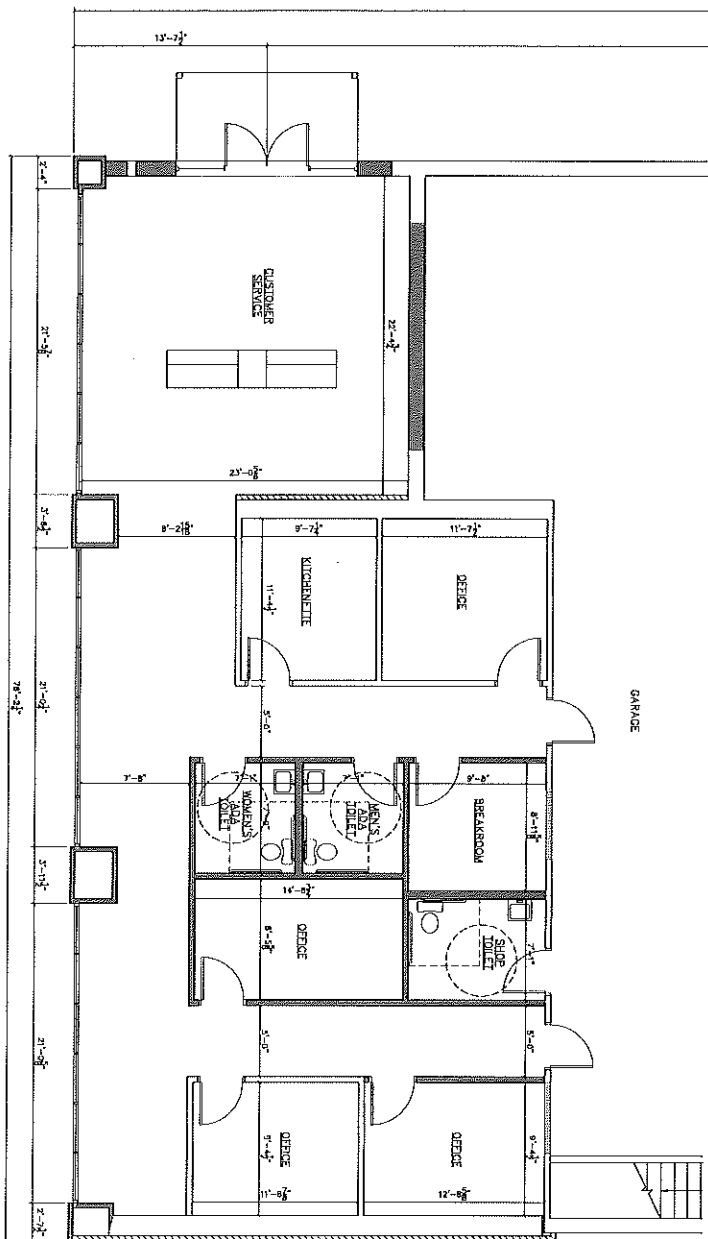
Seabrook scope of work

Demo:

- Demo the front 23' of the existing building to the setback line to include saw cut slab, cut metal structure, roof and remove the store front glass.
- Demo the current restrooms due to ADA requirements.
- Demo both corridor walls due to ADA requirements
- Demo the existing breakroom cabinets, stove top, microwave, and refrigerator due to ADA requirements.
- Demo the front customer parking due to the 30' setback.
- Demo the existing wrought iron/brick fencing.
- Demo the existing flag pole.
- Demo the existing exterior signage.

Remodel:

- Reconfigure the left side to create a new showroom with sales counter and credenza.
- Construct new ADA restrooms.
- Construct new ADA breakroom.
- Construct two new ADA corridors.
- Install new ceiling grid and lighting throughout the new office/showroom.
- Install new HVAC system.
- Install new structural red iron on the front of the building with new roof trim, gutters and storefront.
- All electrical reconfigure required for the remodel.
- Install new flooring throughout the office/showroom area.
- Relocate the current ice machine.
- Rewire all new phone/data to the sales counter and office/showroom.
- Install new 3'0 doors in restroom, breakroom exit doors to conform to the ADA requirements.
- Install landscape requirements.
- Install new wrought iron/brick fencing.
- Restripe new parking with ADA space.
- New ADA signage.
- Install 2 new pylon signs.



PROPOSED PARTIAL FLOOR PLAN - OPTION #1

LEGEND

PROPOSED WALL

EXISTING WALL



REVISION	
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FRANK
DOMATO, P.E.
Firm # 12817
Lic. # 122260
2717 N. West Ave.
Suite 100
Dallas, TX 75208
(214) 771-1507
fdomato@frankdomato.com

BLUELINE RENTAL
BUILDING
MODIFICATION

2525 SAWPORT BLVD.
SEABROOK, TX 77566

SHEET DESCRIPTION
PROPOSED
FLOOR PLAN
OPTION #1

NOT FOR
PERMITTING OR
CONSTRUCTION

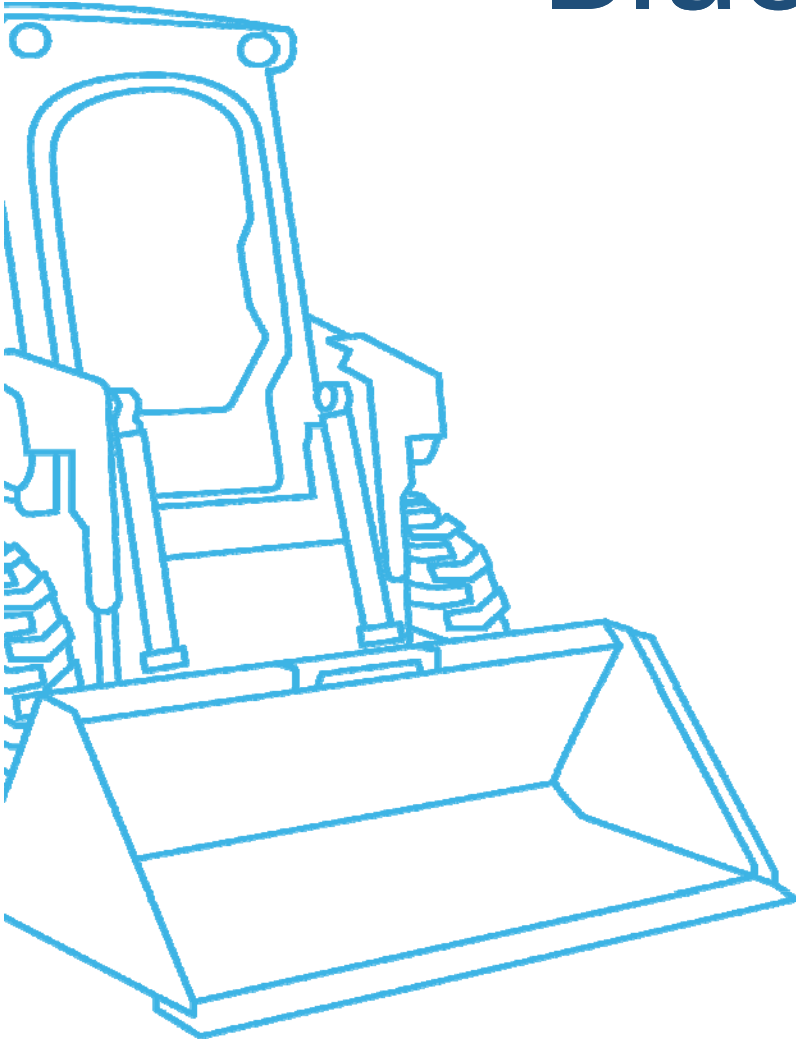
SHEET NUMBER

A1



BlueLine Seabrook Incentive Proposal

2626 Bayport Blvd.



Site Survey

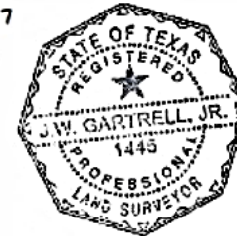
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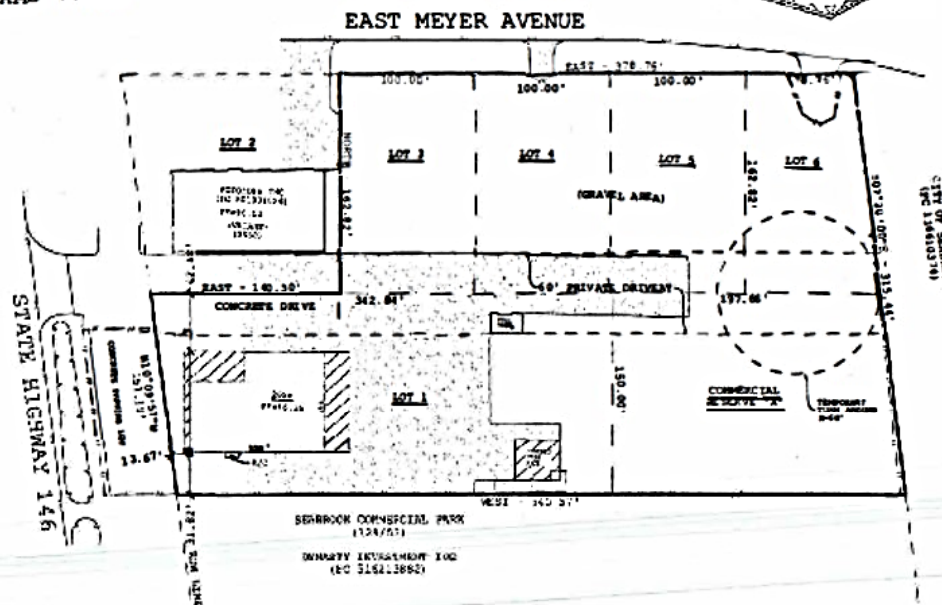
SURVEYED: 09/13/2017

BY

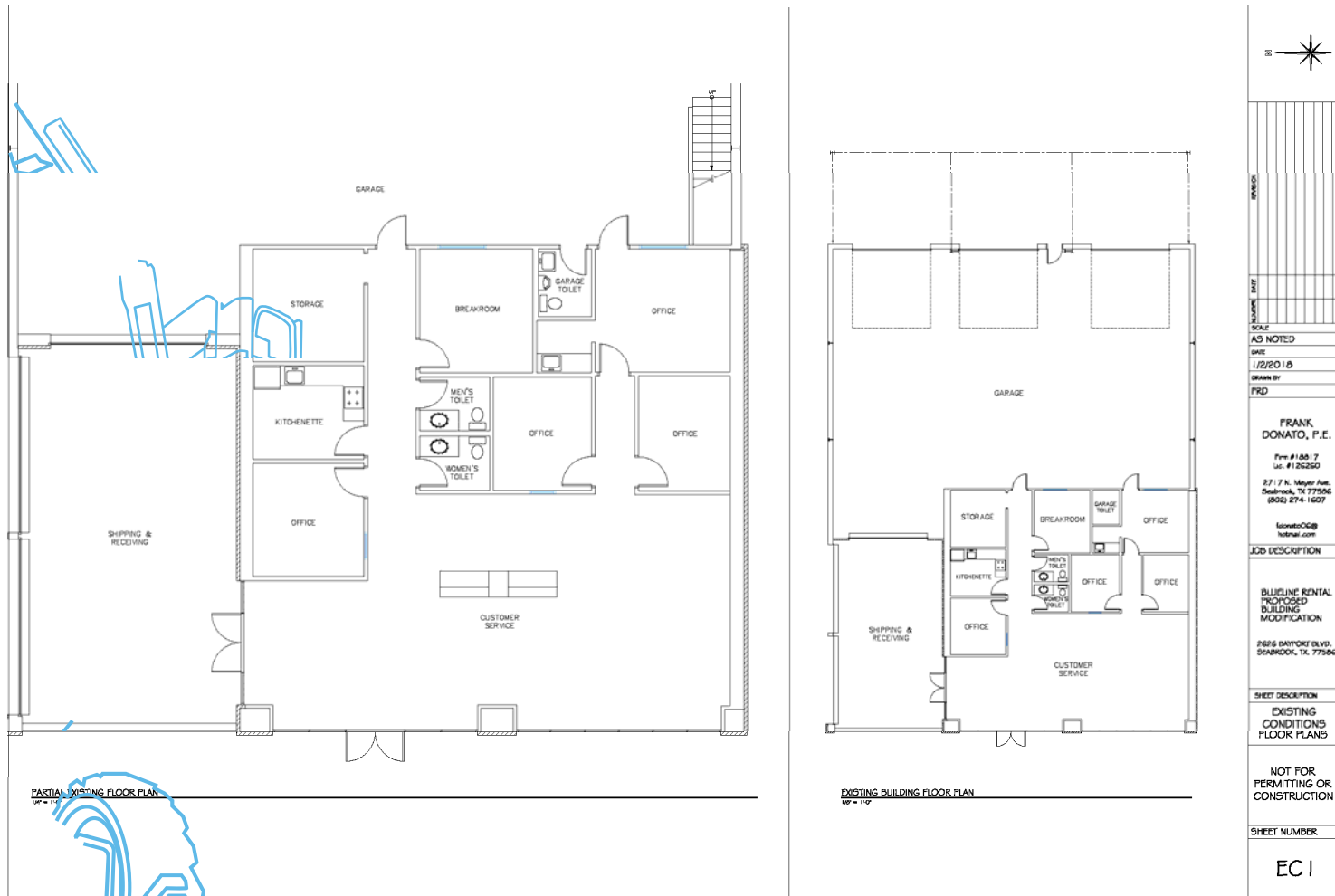


JAMES W. GARTRELL, JR., P.E., R.P.L.S.
CONSULTING ENGINEER - SURVEYOR
TEXAS P.E. #22590 - TEXAS R.P.L.S. #1445

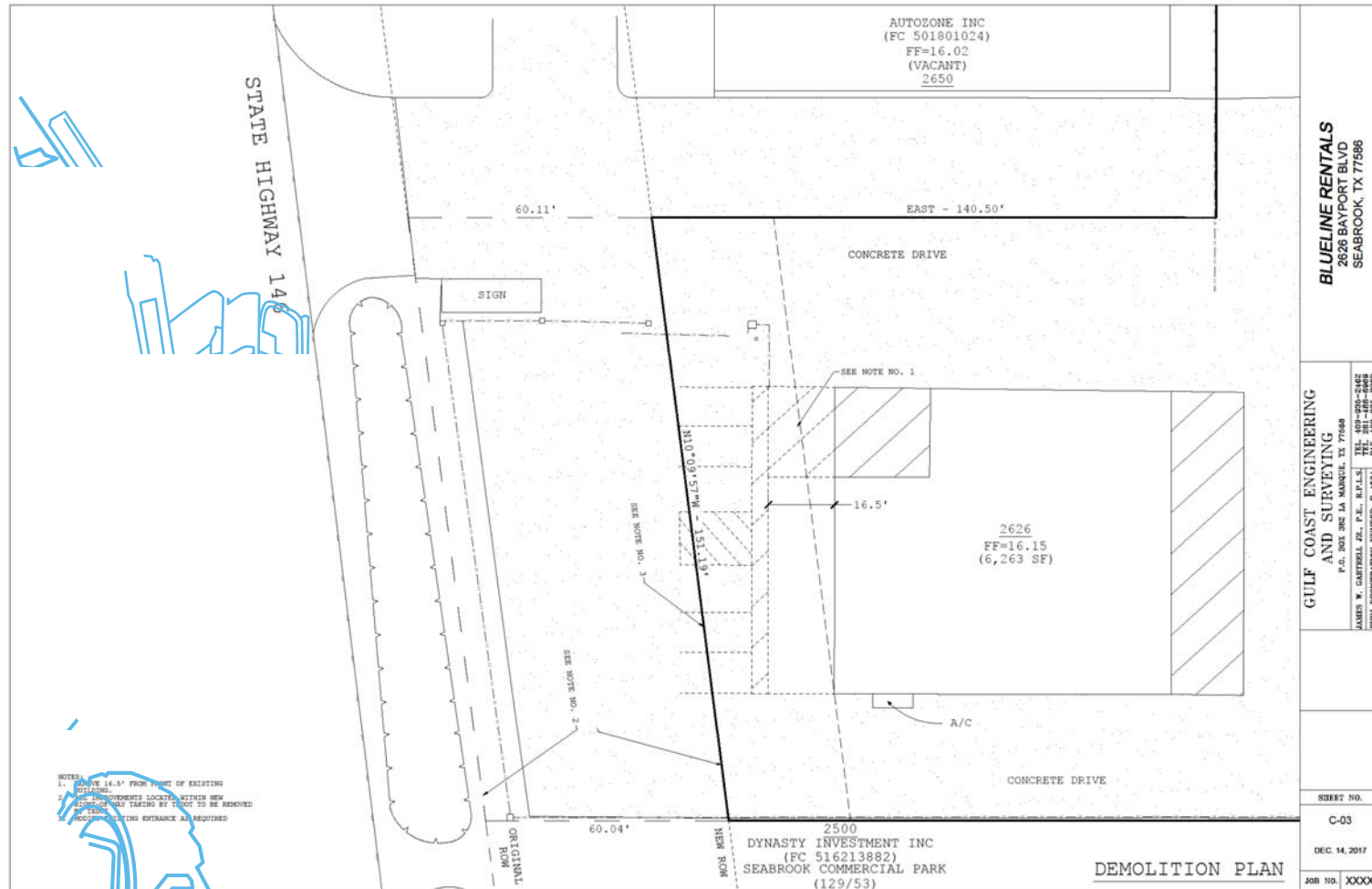
GULF COAST ENGINEERING & SURVEYING
10015 W. 10TH AVE., SUITE 100
HOUSTON, TEXAS 77036
409/555-1400



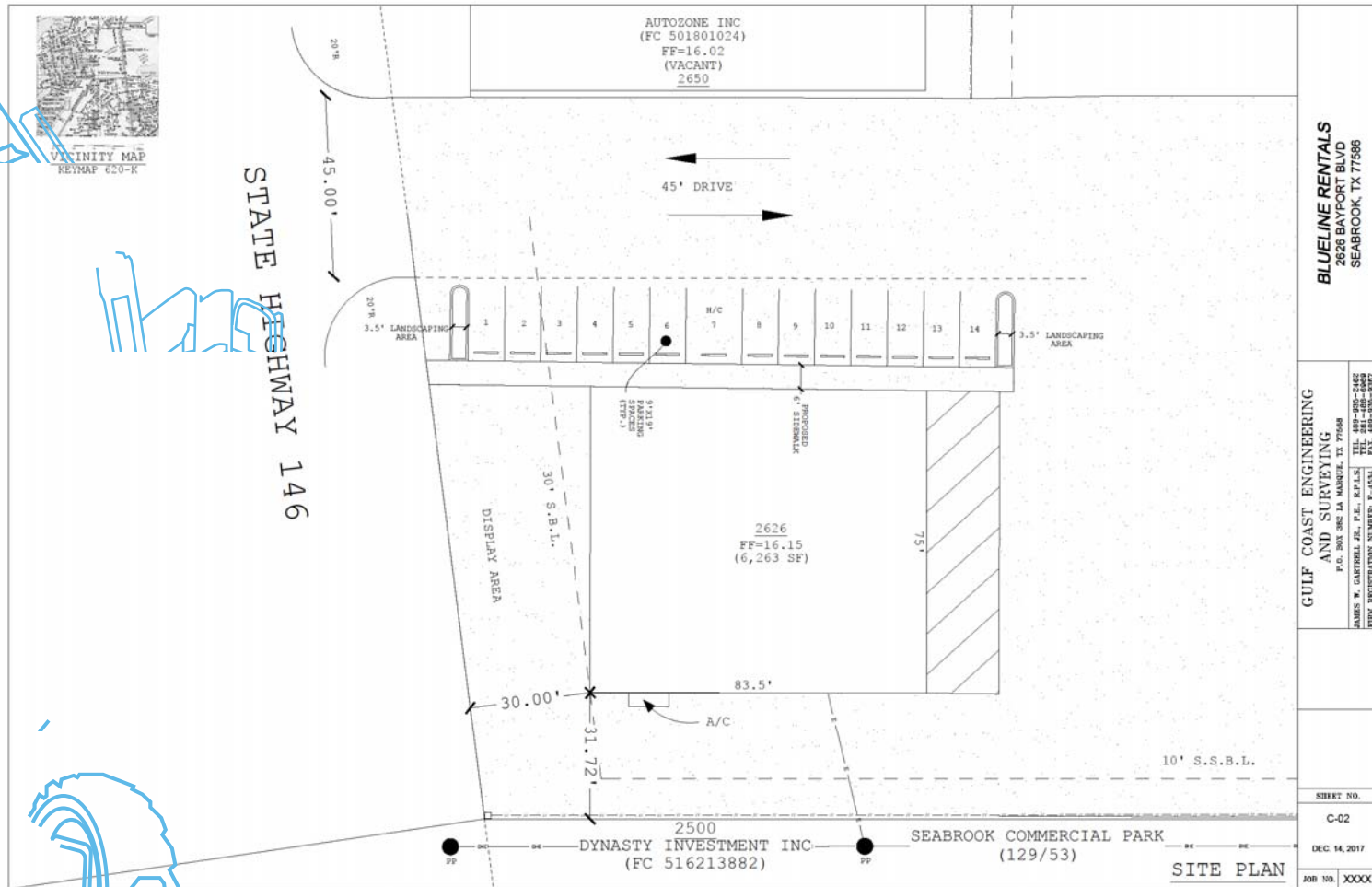
Existing Conditions



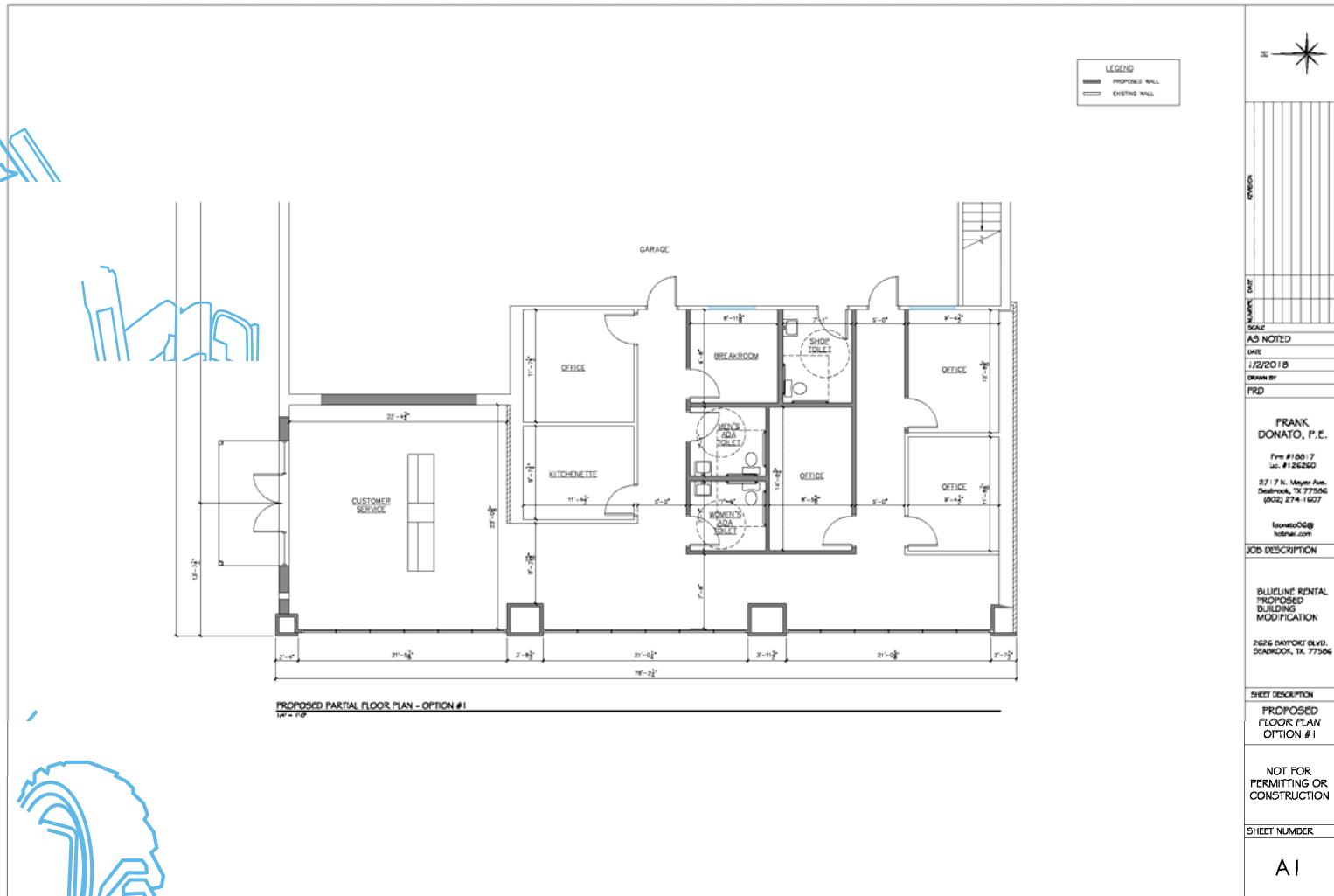
Demo Plan



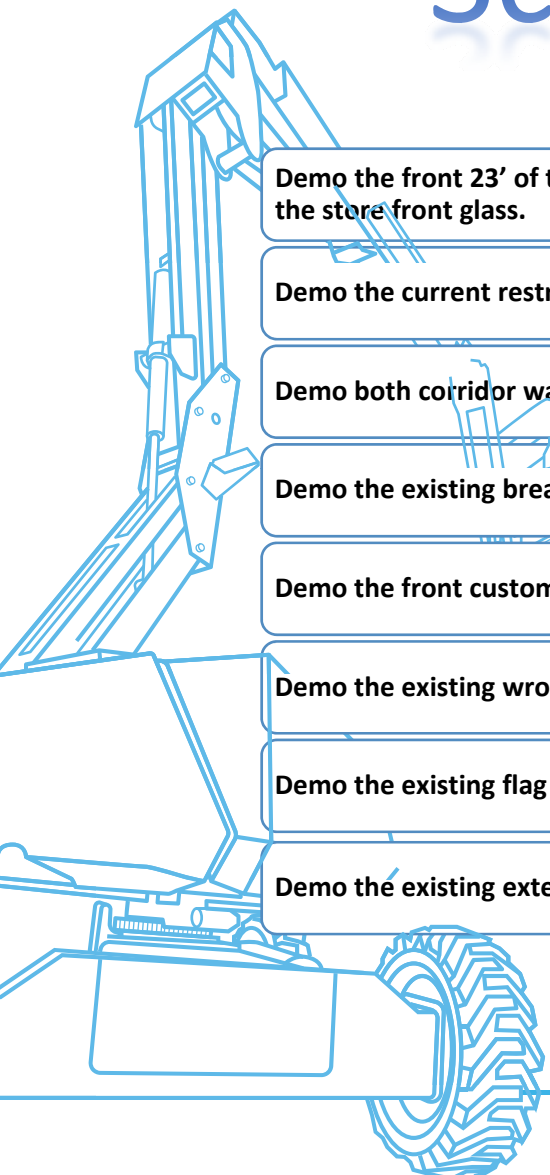
Site Plan



Proposed Floorplan



Scope of Work - Demo



Demo the front 23' of the existing building to the setback line to include saw cut slab, cut metal structure, roof and remove the store front glass.

Demo the current restrooms due to ADA requirements.

Demo both corridor walls due to ADA requirements

Demo the existing breakroom cabinets, stove top, microwave, and refrigerator due to ADA requirements.

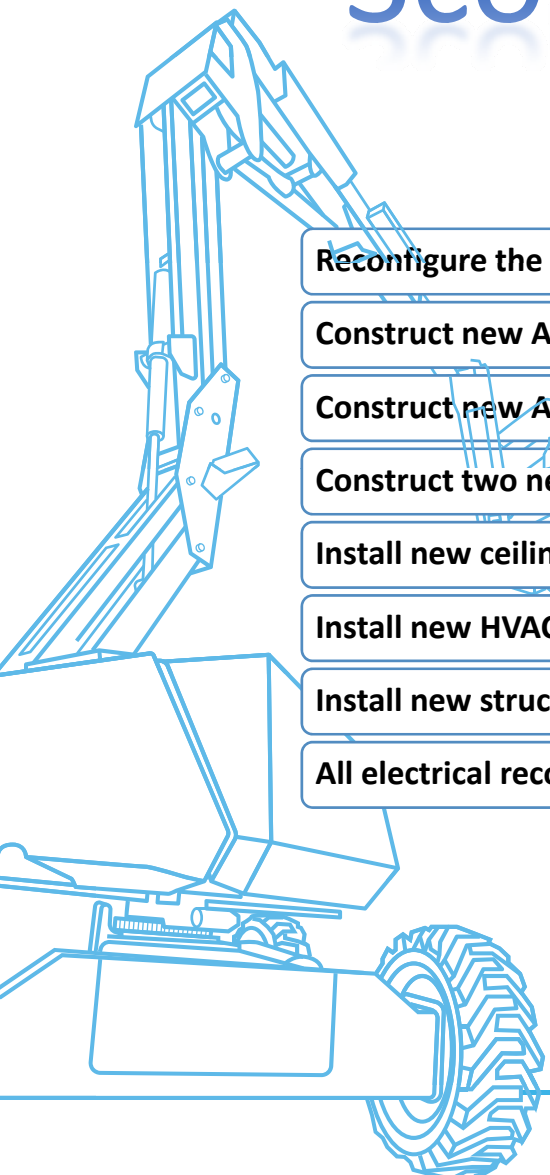
Demo the front customer parking due to the 30' setback.

Demo the existing wrought iron/brick fencing.

Demo the existing flag pole.

Demo the existing exterior signage.

Scope of Work - Remodel



Reconfigure the left side to create a new showroom with sales counter and credenza.

Construct new ADA restrooms.

Construct new ADA breakroom.

Construct two new ADA corridors.

Install new ceiling grid and lighting throughout the new office/showroom.

Install new HVAC system.

Install new structural red iron on the front of the building with new roof trim, gutters and storefront.

All electrical reconfigure required for the remodel.

Remodel Continued



Install new flooring throughout the office/showroom area.

Relocate the current ice machine.

Rewire all new phone/data to the sales counter and office/showroom.

Install new 3'0 doors in restroom, breakroom exit doors to conform to the ADA requirements.

Install landscape requirements.

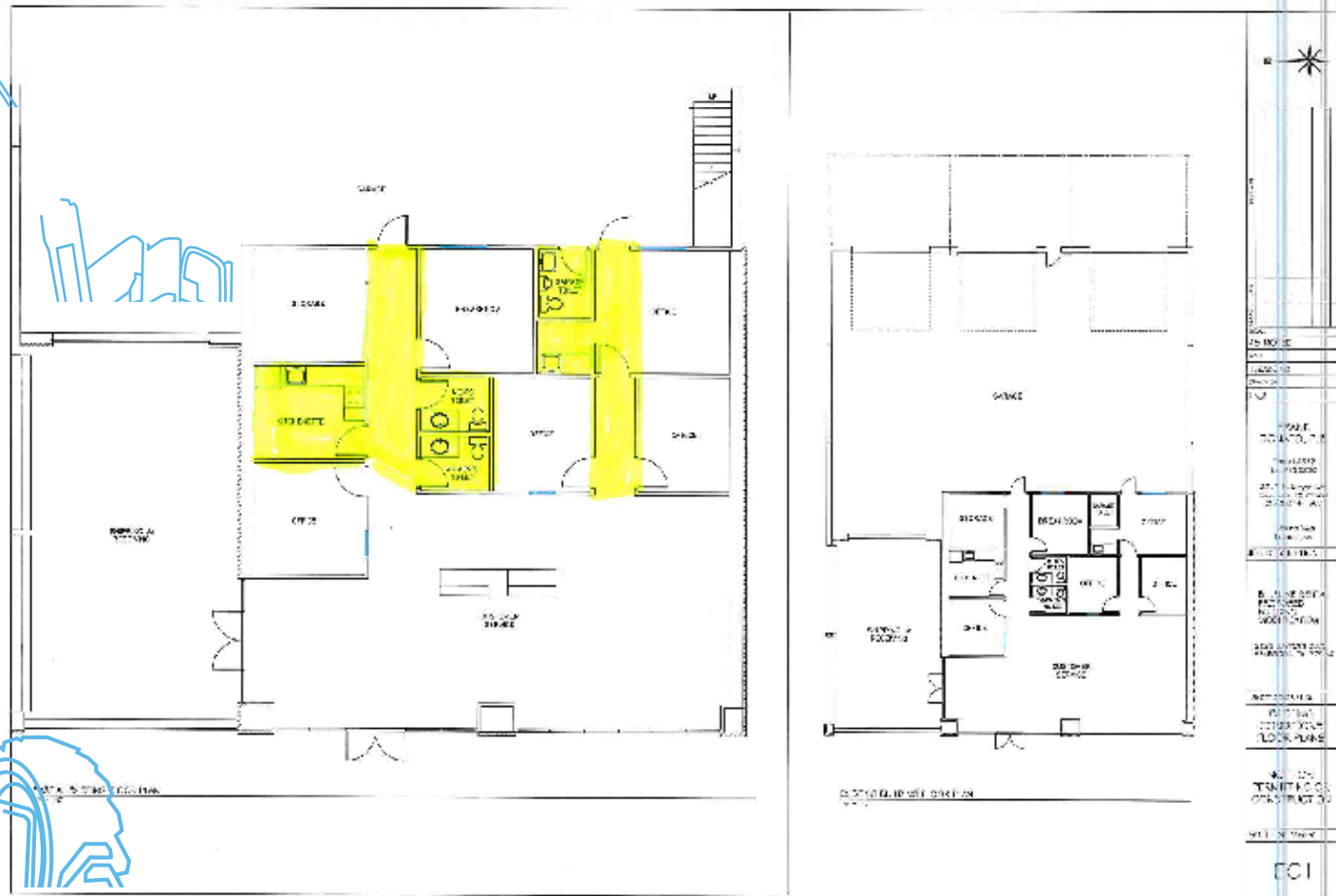
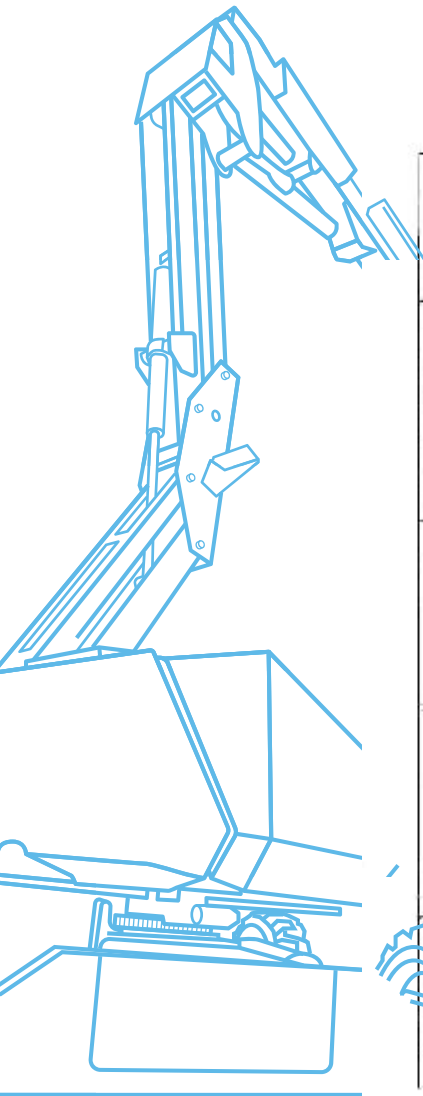
Install new wrought iron/brick fencing.

Restripe new parking with ADA space.

New ADA signage.

Install 2 new pylon signs

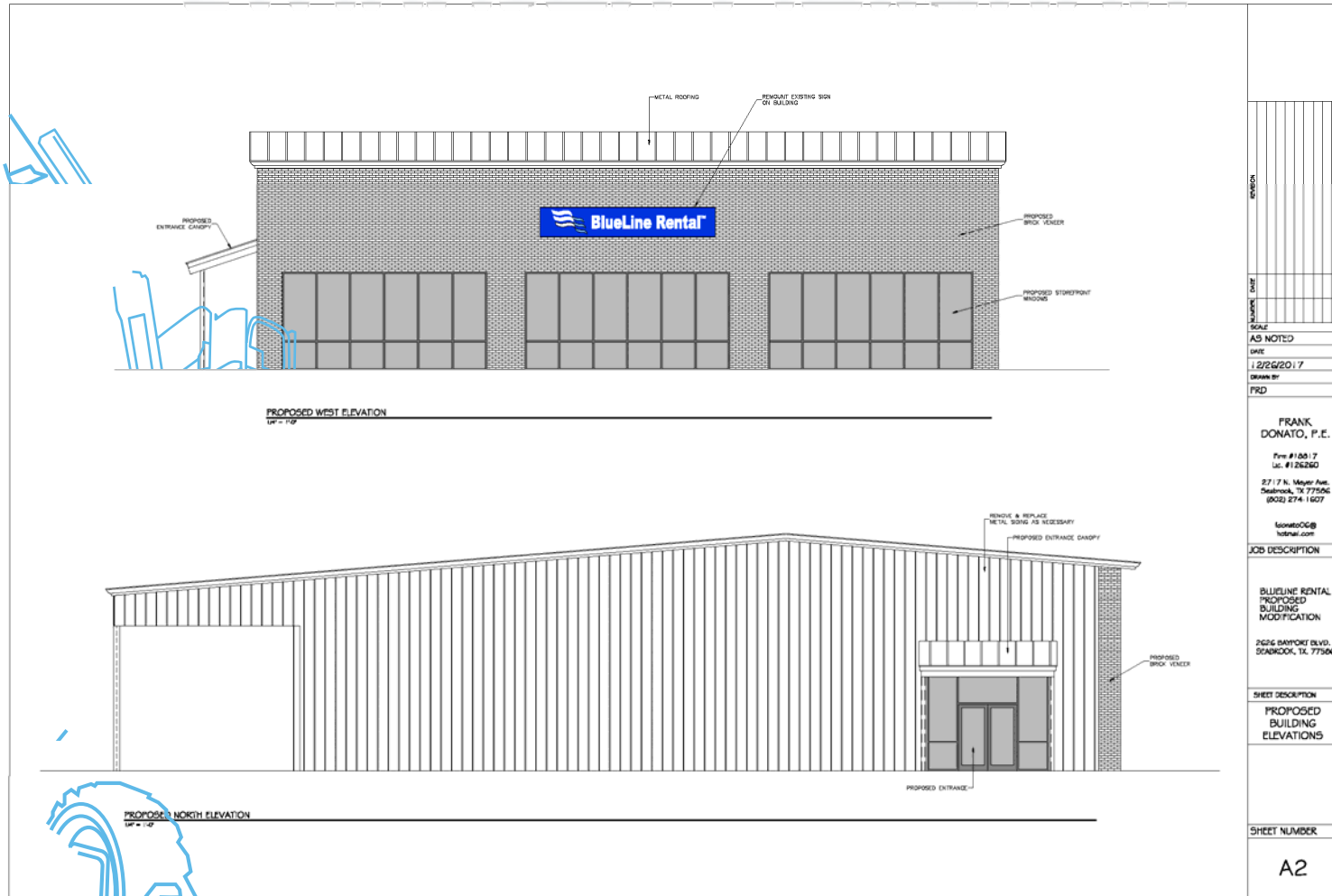
ADA Impact



ntal™

FAST.SAFE.RELIABLE.

Proposed Elevation



Current Storefront





 **BlueLine Rental™**
FAST.SAFE.RELIABLE.

Financial Summary

- The total project cost is estimated at \$500K for the demo, slab, site work, structural rebuild, façade rebuild, store front, ADA requirements related to the remodel and remodel.

Breakdown:

Demo - \$75K

ADA - \$65K

- Remodel - \$360K (Includes civil/architectural plans, slab, site work, structural rebuild, façade, store front, interior remodel and fencing).

We are asking the EDC for 50% reimbursement for the construction cost (estimated at \$500K), 100% waived cost associated with permitting, 100% reimbursement for City sales tax over 10 years and 100% participation on the landscaping cost.



Agenda Briefing

Date of Meeting: 5/01/2018

Submitting Department: City Manager's Office

Date Submitted: 4/25/2018

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: Resolution 2018-21, Authorizing an Advanced Funding Agreement with TxDOT for the SH 146 expansion project Aesthetic Enhancements

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

Executive Summary: In 2016, the update and approval of the city's comprehensive master plan, "2035 Comprehensive Master Plan" developed implementation plans on SH 146 expansion project. One implementation plan within the comprehensive plan is within the SH 146 Corridor District outlined for the city to coordinate with TxDOT to incorporate Seabrook specific design enhancements into the design of the freeway construction.

From that plan, city council and economic development met and approved to solicit a design firm to develop enhancement options for the highway project to incorporate Seabrook specific branding elements. Through a series of joint meetings, the boards met to develop concept plans and then ultimately refine and define a final project.

The proposed final project is what was presented to TxDOT and accepted. At this time, for complete inclusion into the project with TxDOT, an Advanced Funding Agreement must be executed to determine what the state will fund and what the city will fund.

As per Exhibit "A" of the resolution that is the Advanced Funding Agreement, the Payment Provisions outline four (4) equal payments of \$295,970.04. The Seabrook Economic Development Corporation identified the project range costs and budgeted for the beautification project in the fiscal year 2017-18.

Background/Issue (What prompted this need?):

Budget Analysis/Funding Comments: Funding will be provided through the Economic Development Corporation as per their budget

Expenditure Required: \$ \$295,970.04

Budgeted Amount: \$400,000.00 **Source of Funds/Funding Account:** Economic Development Corporation

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) : N/A

Legal Description/Location (if applicable):

Supporting Materials Attached:

1. Resolution 2018-21
2. Advanced Funding Agreement
3. Cost Spreadsheet
- 4.
- 5.

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.

- 6.
- 7.
- 8.
- 9.
- 10.

Recommended Placement on Agenda: New Business

Recommended Action: Approve Resolution 2018-21 Authorizing the approval the Advanced Funding Agreement for SH 146 Aesthetic Enhancements

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 2018-21**

**AUTHORIZATION FOR ADVANCED FUNDING AGREEMENT
WITH TEXAS DEPARTMENT OF TRANSPORTATION
FOR AESTHETICS ENHANCEMENTS TO SH 146**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, AUTHORIZING AN ADVANCED FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (“TxDOT”), FOR AESTHETIC ENHANCEMENTS TO THE SH 146 EXPANSION PROJECT (“Project”); AUTHORIZING THE MAYOR TO EXECUTE THE “ADVANCED FUNDING AGREEMENT” ATTACHED HERETO AS EXHIBIT “A”; AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO PROCEED WITH THE PROJECT

WHEREAS, the City Council of the City of Seabrook has agreed to provide funding for the Project described in the attached Advanced Funding Agreement for aesthetic enhancements to the SH 146 expansion between the City and State of Texas; and

WHEREAS, the City Council and Seabrook Economic Development Corporation have met jointly with the development of this project; and

WHEREAS, the Seabrook Economic Development Corporation has approved and budgeted for the initial payment for the SH 146 Beautification Project expenditure in the 2017-18 fiscal year; and

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

Section 1. That certain Advanced Funding Agreement by and between the City of Seabrook and TXDot, a copy of which is attached hereto as Exhibit “A” and made a part hereof for all purposes, is hereby authorized and approved.

Section 2. That the City Manager or her designee is hereby authorized to execute and the City Secretary to attest an Advanced Funding Agreement with TxDOT, for the SH 146 expansion project aesthetic enhancements.

PASSED AND APPROVED this 1ST day of May, 2018.

Thomas G Kolupski
Mayor

ATTEST:

Robin Hicks, TRMC
City Secretary

APPROVED AS TO FORM:

Steven L. Weathered
City Attorney

CSJ #	0389-05-088 & 0389-05-116
District #	12 - Houston
Code Chart 64 #	38540
Project Name	SH 146 Widening, Aesthetic Improvements

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT PROJECTS
WITH NO REQUIRED MATCH
ON-SYSTEM**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Seabrook**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, Transportation Code, Chapters 201 and 221, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **114670** authorizing the State to undertake and complete a highway improvement generally described as SH 146 Widening from Red Bluff Road to the Harris County/Galveston County Line; and

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as **aesthetic improvements including decorative lighting and landscaping** (Project); and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated _____, 20__, which is attached to and made a part of this Agreement in Attachment A, Payment Provisions and Work Responsibilities.

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the state;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

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Code Chart 64 #	38540
Project Name	SH 146 Widening, Aesthetic Improvements

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in full force and effect until the Project has been completed and accepted by all parties or unless terminated as provided below.

2. Project Funding and Work Responsibilities

- A. The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities (Attachment A) which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.
- B. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its financial share for the State's estimated construction oversight and construction costs.
- C. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- D. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

5. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

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6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Costs

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased cost to the department for a highway improvement project, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

10. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not

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maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

11. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in Attachment A or existing maintenance agreements with the Local Government.

12. Termination

- A. This agreement may be terminated in the following manner:
 - 1. By mutual written agreement and consent of both parties;
 - 2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
 - 3. By the State if it determines that the performance of the Project is not in the best interest of the State.
- B. If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.
- C. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

13. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
City of Seabrook ATTN: City Manager 1700 1 st Street Seabrook, TX 77586	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

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14. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

15. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

16. Amendments

By mutual written consent of the parties, this agreement may be amended in writing prior to its expiration.

17. State Auditor

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

18. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

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Code Chart 64 #	38540
Project Name	SH 146 Widening, Aesthetic Improvements

THIS AGREEMENT IS EXECUTED by the State and the Local Government.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Signature

Quincy D. Allen, P.E.
Typed or Printed Name

Thom Kolupski
Typed or Printed Name

District Engineer, Houston District
Typed or Printed Title

Mayor, City of Seabrook
Typed or Printed Title

Date

Date

CSJ #	0389-05-088 & 0389-05-116
District #	12 - Houston
Code Chart 64 #	38540
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ATTACHMENT A PAYMENT PROVISION AND WORK RESPONSIBILITIES

Payment Provision

The Local Government shall be responsible for 100% of the costs, including overruns. Initial payment by the Local Government to the State in the amount of \$295,970.04 is due within thirty (30) days of the execution of this Agreement. The Local Government shall remit additional payments as follows:

Payment due 12 months after project let date: \$295,970.04

Payment due 24 months after project let date: \$295,970.04

Payment due 36 months after project let date: \$295,970.03

Estimated total payment by the Local Government to the State: \$1,183,880.15. The final amount of Local Government participation will be based on actual costs.

Upon completion of the Project, the State will perform a final accounting of the Project costs.

Any funds due by the Local Government, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of those amounts.

Work Responsibilities

The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. The State will use its approved contract letting and award procedures to let and award the construction contract.

The Local Government will provide the engineering design for the aesthetic improvements along SH 146, from Red Bluff Road to the Harris County/Galveston County Line as shown in the Attachment B- Project Location Map.

Engineering Services

The Local Government has responsibility for the performance of engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals.

In procuring professional services, the Local Government must comply with Texas Government Code 2254, Subchapter A. The Local Government shall submit its plans for prior approval by the State.

Maintenance Responsibilities

- A. The Local Government shall keep spare signal mast arms and poles, including pedestrian poles, and make them available upon request by the State to replace damaged poles. Otherwise, the State will replace the damaged signal mast arms and poles with the State's standard galvanized poles.
- B. The Local Government shall maintain the Project in order to enhance roadway aesthetics for the traveling public, according to State standards and as detailed below.

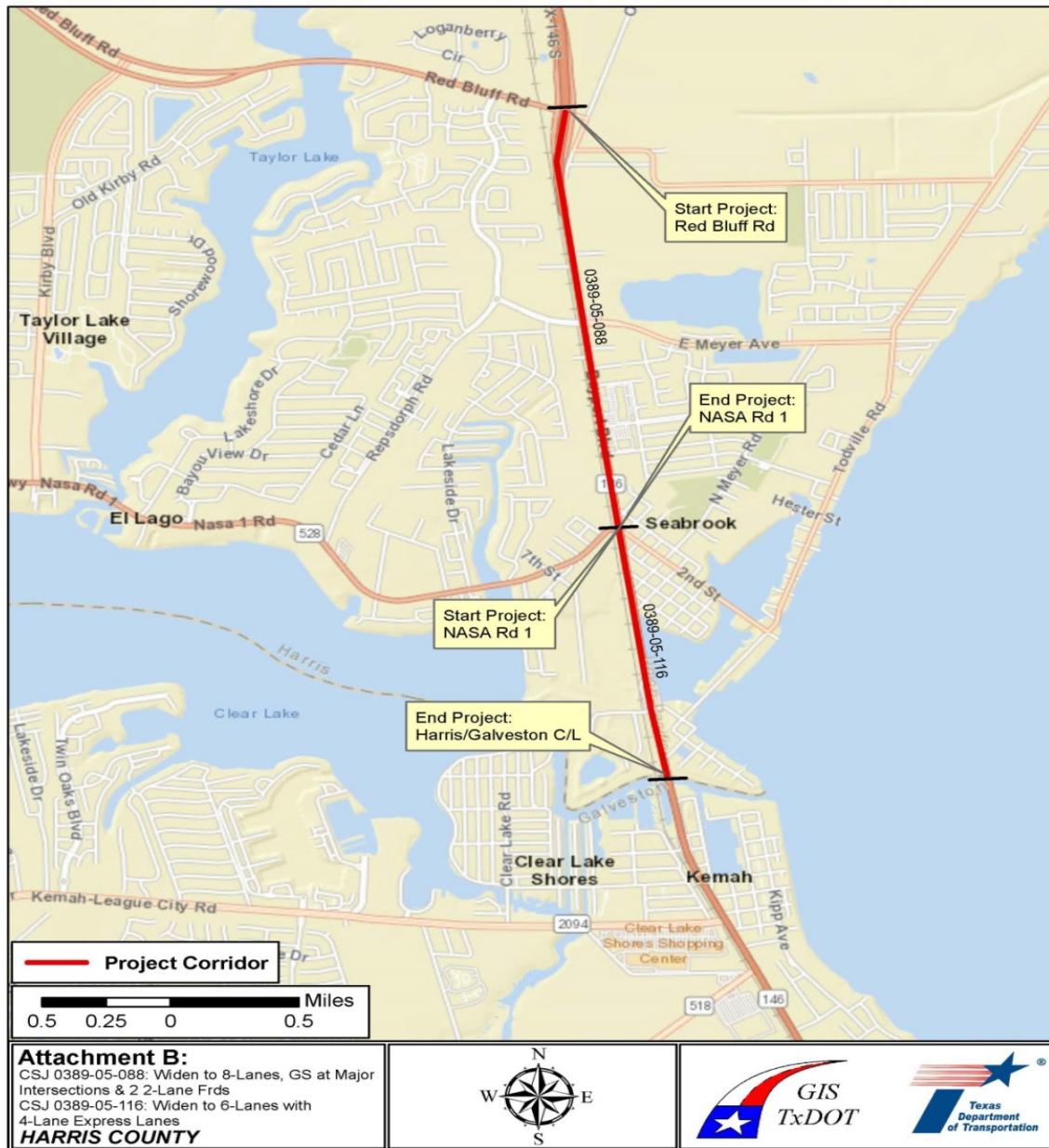
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Project Name	SH 146 Widening, Aesthetic Improvements

The Local Government shall perform maintenance activities to include, but not be limited to, the following:

- a. Routine Maintenance
 1. Plant bed areas: Tree and shrub pruning, groundcover trimming, weed control and litter pick-up.
 2. Grass areas: Mowing, edging and litter pick-up.
 3. Irrigation system: Operation and repair.
 4. Landscape pavers: Weed control and litter pick-up.
 5. Loose aggregate for ground cover: Weed control and litter pick-up.
- b. As-Needed Maintenance (required)
 1. Plant bed areas: Insect control, disease control, and dead plant removal.
 2. Landscape pavers: Repair/replacement as originally installed.
 3. Loose aggregate for ground cover: Repair/replacement as originally installed.
- c. As-Needed Maintenance (not required)
 1. Vegetative water, fertilizing, plant replacement, and mulch.
- d. Fixed decorative bollards: Repair/replacement as originally installed
- e. Decorative medallion assembly with LED backlighting: Repair/replacement as originally installed
- f. Electrical services controlled by the Local Government: Be responsible for the energy consumption of all decorative lightings including medallion backlighting
- g. Traffic Control. Provide, erect, and maintain barricades, signs, and other traffic handling devices necessary to protect the safety of the traveling public during maintenance work.
- h. The Local Government will furnish, install, and maintain the decorative lightings. The Local Government shall obtain approval of the decorative lightings from the State prior to installation.

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ATTACHMENT B PROJECT LOCATION MAP



CONSTRUCTION COST ESTIMATE (AFA) SH 146 SEABROOK CSJ 0389-05-116, etc.									
City Aesthetic Improvement Item (TxDOT pay)									
TxDOT PORTION PROJECT COSTS					0389-05-088		0389-05-116		April 25, 2018
ITEM/DESC CODE	DESCRIPTION	UNIT	UNIT PRICE	QUANTITIES	CSJ TOTAL	QUANTITIES	CSJ TOTAL		TOTAL PROJECT COST
	SEEDING SODDING PLANTING								
161 6009	EROSION CONTROL COMPOST	CY	\$ 28.00	8,473	\$ 237,244.00	426	\$ 11,928.00	\$	249,172.00
161 6012	GENERAL USE COMPOST	CY	\$ 40.00	4,236	\$ 169,440.00	213	\$ 8,520.00	\$	177,960.00
161 6017	COMPOST MANUF TOPSOIL (4")	SY	\$ 1.00	75,098	\$ 75,098.00	922	\$ 922.00	\$	76,020.00
162 6002	BLOCK SODDING	SY	\$ 3.50	24,862	\$ 87,017.00	922	\$ 3,227.00	\$	90,244.00
162 6003	STRAW OR HAY MULCH	SY	\$ 0.40	76,257	\$ 30,502.80	3,838	\$ 1,535.20	\$	32,038.00
164 6052	BROADCAST SEED (PERM)(SPECIAL MIX)	SY	\$ 0.25	76,257	\$ 19,064.25	3,838	\$ 959.50	\$	20,023.75
166 6001	FERTILIZER	AC	\$ 700.00	21	\$ 14,700.00	1	\$ 700.00	\$	15,400.00
168 6001	VEGETATIVE WATERING	MG	\$ 12.00	2,507	\$ 30,084.00	118	\$ 1,416.00	\$	31,500.00
170 6002	IRRIGATION SYSTEM (TY I)	LS	\$ 10,000.00	1	\$ 10,000.00	1	\$ 10,000.00	\$	20,000.00
192 6064	PLANT BED PREP (TYPE II)	SY	\$ 1.00	76,257	\$ 76,257.00	3,838	\$ 3,838.00	\$	80,095.00
1006 6001	LANDSCAPE SOIL AMENDMENT (TYPE I)	SY	\$ 0.50	76,257	\$ 38,128.50	3,838	\$ 1,919.00	\$	40,047.50
1006 6002	LANDSCAPE SOIL AMENDMENT (TYPE II)	SY	\$ 0.50	76,257	\$ 38,128.50	3,838	\$ 1,919.00	\$	40,047.50
1006 6005	LANDSCAPE SOIL AMENDMENT (TYPE V)	SY	\$ 0.65	76,257	\$ 49,567.05	3,838	\$ 2,494.70	\$	52,061.75
SEEDING SODDING PLANTING SUBTOTAL					\$ 875,231.10		\$ 49,378.40	\$	924,609.50
	LANDSCAPE ITEMS								
420 6074	CL C CONC (MISC)	CY	\$ 800.00	72	\$ 57,600.00	17	\$ 13,600.00	\$	71,200.00
432 6003	RIPRAP (CONC)(6 IN)	CY	\$ 420.00	137	\$ 57,540.00	8	\$ 3,360.00	\$	60,900.00
528 6004	LANDSCAPE PAVERS	SY	\$ 47.00	4,281	\$ 201,207.00	713	\$ 33,511.00	\$	234,718.00
	*LANDSCAPE PAVERS WITH SAND BASE								
1005 6001	LOOSE AGGR FOR GROUNDCOVER (TYPE I)	CY	\$70.00	914	\$ 63,980.00	172	\$ 12,040.00	\$	76,020.00
1005 6002	LOOSE AGGR FOR GROUNDCOVER (TYPE II)	CY	\$70.00	885	\$ 61,950.00	175	\$ 12,250.00	\$	74,200.00
LANDSCAPE SUBTOTAL					\$ 442,277.00		\$ 74,761.00	\$	517,038.00
	LIGHTING ITEMS								
	E MEYER UNDERPASS								
618 6046	CONDT (PVC) (SCH 80) (2")	LF	\$ 8.00	1,250	\$ 10,000.00		\$ -	\$	10,000.00
624 6002	GROUND BOX TY A (122311)W/APRON	EA	\$ 700.00	3	\$ 2,100.00		\$ -	\$	2,100.00
	NASA 1 UNDERPASS								
618 6046	CONDT (PVC) (SCH 80) (2")	LF	\$ 8.00		\$ -	4,000	\$ 32,000.00	\$	32,000.00
624 6002	GROUND BOX TY A (122311)W/APRON	EA	\$ 700.00		\$ -	3	\$ 2,100.00	\$	2,100.00
	CLEAR CREEK BRIDGE LIGHTING ITEMS								
618 6046	CONDT (PVC) (SCH 80) (2")	LF	\$ 8.00		\$ -	45,500	\$ 364,000.00	\$	364,000.00
620 6015	ELEC CONDR (NO.2) BARE	LF	\$ 2.40		\$ -	40,800	\$ 97,920.00	\$	97,920.00
620 6016	ELEC CONDR (NO.2) INSULATED	LF	\$ 2.60		\$ -	163,200	\$ 424,320.00	\$	424,320.00
624 6002	GROUND BOX TY A (122311)W/APRON	EA	\$ 700.00		\$ -	6	\$ 4,200.00	\$	4,200.00
LIGHTING SUBTOTAL					\$ 12,100.00		\$ 924,540.00	\$	936,640.00
PROJECT TOTAL					\$ 1,329,608.10		\$ 1,048,679.40	\$	2,378,287.50

CONSTRUCTION COST ESTIMATE (AFA) SH 146 SEABROOK CSJ 0389-05-116, etc.									
	City Aesthetic Improvement Item (City pay)								
					CITY PORTION PROJECT COSTS				
					0389-05-088		0389-05-116		April 25, 2018
ITEM/DESC CODE	DESCRIPTION	UNIT	UNIT PRICE	QUANTITIES	CSJ TOTAL	QUANTITIES	CSJ TOTAL		TOTAL PROJECT COST
	LANDSCAPE ITEMS								
132 6001	EMBANKMENT (FINAL)(ORD COMP)(TY A)	CY	\$ 18.00	4,948	\$ 89,064.00	948	\$ 17,064.00		\$ 106,128.00
192 6015	LANDSCAPE EDGE	LF	\$ 7.00	3,344	\$ 23,408.00	635	\$ 4,445.00		\$ 27,853.00
420 6074	CL C CONC (MISC)	CY	\$ 800.00	218	\$ 174,400.00	51	\$ 40,800.00		\$ 215,200.00
528 6004	LANDSCAPE PAVERS	SY	\$ 47.00	7,170	\$ 336,990.00	2,530	\$ 118,910.00		\$ 455,900.00
1005 6001	LOOSE AGGR FOR GROUNDCOVER (TYPE I)	CY	\$ 30.00	914	\$ 27,420.00	172	\$ 5,160.00		\$ 32,580.00
1005 6002	LOOSE AGGR FOR GROUNDCOVER (TYPE II)	CY	\$ 30.00	885	\$ 26,550.00	175	\$ 5,250.00		\$ 31,800.00
5089 6001	FIXED DECORATIVE BOLLARD	EA	\$ 2,000.00	41	\$ 82,000.00	15	\$ 30,000.00		\$ 112,000.00
LANDSCAPE SUBTOTAL					\$ 759,832.00		\$ 221,629.00		\$ 981,461.00
	LIGHTING ITEMS								
	NASA 1 UNDERPASS								
628 6083	ELC SRV TY A 240/480 100(SS)SS(E)GC(U)	EA	\$ 6,000.00		\$ -	1	\$ 6,000.00		\$ 6,000.00
6296 6001	DECORATIVE MEDALLION ASSEMBLY WITH LED BACKLIGHTING	EA	\$ 750.00		\$ -	56	\$ 42,000.00		\$ 42,000.00
LIGHTING SUBTOTAL					\$ -		\$ 48,000.00		\$ 48,000.00
PROJECT TOTAL					\$ 759,832.00		\$ 269,629.00		\$ 1,029,461.00
CONTINGENCY (15%)					\$ 113,974.80		\$ 40,444.35		\$ 154,419.15
PROJECT TOTAL WITH 15% CONTINGENCY (CITY PORTION)					\$ 873,806.80		\$ 310,073.35		\$ 1,183,880.15



Agenda Briefing

Date of Meeting: 5/01/2018

Submitting Department: City Manager's Office

Date Submitted: 4/24/2018

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 to approve Amendment No. 2 to Memorandum of Settlement Agreement between the City of Seabrook and Port of Houston Authority and authorize City Manager to execute necessary instruments.

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

Executive Summary: The City of Seabrook as per the Memorandum of Settlement of November 5, 2007, wishes to complete Section 4(b) Dedication. This portion of the settlement allowed for the dedication of the such dedicated property from the Port to the City of Seabrook for a Commercial Road to mitigate effects of the terminal operations. Due to changes in business changes of the Cruise Terminal, the entire length of Commercial Road or Cruise Terminal Road construction is no longer a mitigation project for Port Houston. City of Seabrook does not find any transportation benefit.

The City and Port Houston have compiled an amendment to the settlement for the Seabrook City Council's consideration to receive compensation for a certain prescribed part of the road right of way that was to be dedicated to the City. Furthermore, leaving a prescribed section within the city limits in front of the berm to be dedicated as originally stated in the settlement.

While the entire length of the original planned road no longer would provide mitigation benefits to the city, benefits for a remaining portion could sustain access and mobility benefits for the city both for future developments and future trail improvements to the Seabrook Trail System.

Background/Issue (What prompted this need?):

Budget Analysis/Funding Comments: N/A

Expenditure Required: \$0

Budgeted Amount: \$0 **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. Amendment No. 2 to Memorandum of Settlement Agreement
2. Schedule 1
- 3.
- 4.
- 5.
- 6.

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.

- 7.
- 8.
- 9.
- 10.

Recommended Placement on Agenda: New Business

Recommended Action: Approve Amendment No. 2 to Memorandum of Settlement Agreement between the City of Seabrook and Port of Houston Authority as written and authorize the City Manager to execute instruments for dedicating property.

Reviewed by Department Director, if applicable ☐

Reviewed by Finance Director, if applicable ☐

Reviewed by City Attorney, if applicable ☐

Reviewed by City Manager ☒

**AMENDMENT NO. 2 TO
MEMORANDUM OF SETTLEMENT AGREEMENT
CITY OF SEABROOK AND PORT OF HOUSTON AUTHORITY**

This Amendment No. 2 to Memorandum of Settlement Agreement (the “Amendment”) effective as of the date last set forth below, amends that certain Memorandum of Settlement Agreement (the “Agreement”) dated November 5, 2007, by and between the City of Seabrook, Texas, a home rule municipality (“Seabrook”), and the Port of Houston Authority of Harris County, Texas, a governmental subdivision of the State of Texas (“PHA”), as previously amended, with reference to the following. Except as defined herein, capitalized terms used below shall have the meanings set forth in the Agreement.

A. The parties intend to modify the Agreement as provided herein, as a result of their work in implementing its provisions, as well as changed circumstances since it took effect.

B. The parties intend to modify the configuration of the Commercial Road and the terms of its dedication, superseding any depiction of the Commercial Road previously set forth in the Agreement.

C. The parties also intend to provide for development of an osprey perch and access to that site, for the benefit of Seabrook.

For good and valuable consideration, the receipt of which is hereby acknowledged, parties agree as follows:

1. Section 4(a)(iii)(x) is amended and restated as follows

iii. Trail System.

x. The parties shall cooperate to plan a trail system on and south of the Berm, in the areas depicted on “Schedule 1” (the “Trail System”), to become a portion of the established network of hike and bike trails in Seabrook.

2. Sections 4(b)(i) and (ii) of the Agreement are amended and restated as follows:

i. Routing. The parties agree upon the routing of a new commercial road within Seabrook as depicted as such on Schedule “1” (the “Commercial Road”). The parties acknowledge that a portion of the Bayport Property located within the city limits of Seabrook adjoins the Commercial Road, as depicted on Exhibit “A” (the “PHA Commercial Property”).

ii. Dedication. Upon the date this Amendment takes effect, PHA shall dedicate for public use the Commercial Road for formal acceptance by Seabrook. The parties acknowledge that the width of such dedicated property shall total eighty six (86) feet. The instrument dedicating the Commercial Road shall not require PHA to improve, maintain, or bear responsibility for use of the Commercial Road, and shall

otherwise be in form and substance attached hereto as Schedule "2." The parties acknowledge that this Amendment No. 2 addresses changing circumstances determined by the parties reflecting that a portion of the, Commercial Road, as originally depicted in Exhibit "A" of the Agreement is no longer necessary as a mitigation measure and will be released by the City to PHA for the consideration as provided in paragraph 3 hereafter.

3. The Agreement is amended to add Section 4(c)(v) as follows:

v. Excess Right-of-Way Fee. The "Excess Right-of-Way" as used herein shall consist of the real property depicted as such on Schedule "1." Within thirty (30) days after this Amendment takes effect, PHA shall pay Seabrook Four Hundred Fifty Three Thousand Dollars (\$453,000) in consideration for the parties' release of one another from any obligation or liability in connection with the Excess Right-of-Way.

4. The Agreement is amended to add Section 4(e) as follows:

e. Osprey Perch and Access. Upon the date this Amendment takes effect, PHA shall dedicate the "Osprey Perch Site" located on the Bayport Property and depicted as such on Schedule "1" attached hereto, for formal acceptance by Seabrook. Use of the Osprey Perch Site shall be limited to construction and maintenance of an osprey perch, with specifications reasonably acceptable to PHA. The instrument dedicating such parcel shall: (i) provide that upon Seabrook's request from time-to-time, PHA shall provide temporary access to the Osprey Perch Site for construction and maintenance of the osprey perch, (ii) not require PHA to improve, maintain, or bear responsibility for use thereof, and (iii) and shall otherwise be in form and substance attached hereto as Schedule "3."

5. Except as amended by this Amendment, the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this instrument has been executed in multiple counterparts by the parties.

ATTEST:

CITY OF SEABROOK, TEXAS

Robin Hicks, TMRC
City Secretary

By: _____
Thom Kolupski
Mayor

Date: _____

APPROVED AS TO FORM:

Steven L. Weathered
City Attorney

PORT OF HOUSTON AUTHORITY

By: _____

Roger Guenther
Executive Director

Date: _____

APPROVED AS TO CONTENT:

Charlie Jenkins
Senior Director, Asset Management and Strategic Coordination

APPROVED AS TO FORM:

Erik A. Eriksson
Chief Legal Officer

REVIEWED:

Curtis Duncan
Controller

FUNDS ARE AVAILABLE TO MEET
THIS OBLIGATION WHEN DUE:

PHA Financial Planning

Schedule “1”

Depiction of the Commercial Road, Excess Right-of-Way, and “Osprey Perch Site”

SCHEDULE 1

04-24-2018



60'

**"OSPREY
PERCH
SITE"**

**9.66 ACRES
"EXCESS R.O.W."**

60'

"TRAIL CONNECTION"

86'

**4.93 ACRES
"COMMERCIAL ROAD" R.O.W. EASEMENT
TO BE GRANTED TO SEABROOK**

**"TRAIL SYSTEM"
POTENTIAL HIKE/PATH TRAIL**



SCALE: 1" = 600 FEET

Schedule “2”
Right of Way Permanent Easement Grant and Dedication

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from this instrument before it is filed for record in the public records: your social security number or driver's license number.

RIGHT OF WAY

PERMANENT EASEMENT GRANT AND DEDICATION

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF HARRIS §

That this instrument is made and entered into this ____ day of _____, 2018, by and between the Port of Houston Authority of Harris County, Texas, a governmental subdivision of the State of Texas, with a mailing address of 111 East Loop North, Houston, Texas 77029, hereinafter called the GRANTOR, and the CITY OF SEABROOK, TEXAS, whose mailing address is 1700 First Street, Seabrook, Texas 77586, hereinafter referred to as GRANTEE.

That for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration as herein set out, paid and received by Grantor, the receipt and sufficiency of which is hereby confessed and acknowledged, and for which no lien is retained, either expressly or implied, Grantor by these presents does grant, bargain, sell and convey to Grantee, City of Seabrook, for the purpose of public right of way, a permanent perpetual easement ("Easement") to construct, install, maintain, operate, inspect, fill, and repair, as well as to use the surface and subsurface thereof in any lawful manner that shall be deemed necessary and desirable by Grantee, including all rights over, under, across, upon, along and through the property described in Exhibit "A" attached hereto and incorporated by reference for all purposes (the "Easement Area").

This Easement is for roadway improvements. All construction and reclamation will be at no cost to the Grantor. Grantee may do and perform all acts necessary to construct, reconstruct, repair, relocate, or maintain the subject right of way within said Easement Area and to operate thereon all necessary machinery and equipment to efficiently prosecute the work. Grantee shall be responsible for obtaining any and all necessary consents, approvals, and permits. Grantor retains, reserves, and shall continue to enjoy the use of the surface of the easement property for

any and all purposes which do not interfere with or prevent the use by Grantee of the Easement for the purposes stated herein.

Grantee acknowledges that Grantee has independently and personally inspected the Easement Area and that Grantee has entered into this Easement based upon such examination and inspection. Grantee accepts the Easement Area in its present condition, AS IS, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY REPRESENTATION, WARRANTY, OR EXPECTATION WHATSOEVER, EXPRESS OR IMPLIED, specifically (without limiting the generality of the foregoing) without any warranty regarding (i) any improvements currently located at or constituting a portion of the Easement Area, (ii) the soil and environmental conditions existing at the Easement Area, or (iii) the suitability of the Easement Area for any particular purpose or use.

The terms and provisions hereby shall extend to and be binding upon Grantor and Grantee, and shall also refer to their respective successors and assigns. Grantee shall not assign this Easement except to a successor governmental agency.

This conveyance is expressly made subject to any and all restrictions, mineral and/or royalty reservations, covenants, and easements appearing of record regarding the Easement Area, but only to the extent that the same are still in force and effect and enforceable against the same. The Easement, along with all rights and privileges relating thereto shall terminate when the Easement, as described above, is abandoned by adoption of an Ordinance abandoning or vacating such by Grantee.

TO HAVE AND TO HOLD the Easement for the purposes set forth, unto Grantee, its successors and assigns; and Grantor hereby binds itself, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but no further, limited, however, to the terms and provisions hereof, and subject to all matters of record in Harris County, Texas, to the extent that such matters are presently valid and enforceable against the Easement Area and to all matters as would be shown by an accurate survey.

This Easement contains the entire agreement between the parties relating to the subject matter. Any oral representations or modifications concerning this Easement shall be of no force

and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this _____ day of _____, 2018.

GRANTOR:

PORT OF HOUSTON AUTHORITY OF
HARRIS COUNTY, TEXAS

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Erik Eriksson
Chief Legal Officer

REVIEWED:

Curtis Duncan
Controller

Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, the _____ of the Port of Houston Authority of Harris County, Texas, a political subdivision of the State of Texas, on behalf of said political subdivision, and acknowledged to me that said political subdivision is the owner of the subject property and duly authorized and executed the same for the purposes and consideration therein expressed and in the capacity therein stated for and on behalf of Grantor.

Given under my hand and seal of office, this the _____ day of _____, 2018.

[seal]

Notary Public, in and for the
State of Texas
My commissions expires: _____

Accepted and agreed by the City of Seabrook, Texas, on this ____ day of ____, 2018.

GRANTEE:

CITY OF SEABROOK, TEXAS

By: _____
Thom Kolupski, Mayor

ATTEST:

Robin Hicks, TMRC
City Secretary

After recording return to:
City of Seabrook
Attn: City Secretary
1700 First Street
Seabrook, Texas 77586

Exhibit "A"
Property Description

THAT CERTAIN TRACT OF PARCEL OF LAND CONTAINING **4.93** ACRES SITUATED IN THE *RITSON MORRIS SURVEY, ABSTRACT No. 52, HARRIS COUNTY, TEXAS*, AND BEING OUT OF A CALLED 15.936 ACRE TRACT AS RECORDED IN HARRIS COUNTY CLERK'S FILE No. V897016 AND A CALLED 8.85 ACRE TRACT AS RECORDED IN HARRIS COUNTY CLERK'S FILE No. U845272; SAID **4.93** ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

BEGINNING at a point in the east margin of Old Highway 146 for the northwest corner of a called 4.294 acre tract as recorded in Harris County Clerk's File No. 20080243577, same being the southwest corner of said 15.936 acre tract and the southwest corner of this herein described tract;

THENCE with the east margin of said Old Highway 146, same being the west line of said 15.936 acre tract around a curve in a counterclockwise direction having an arc distance of 95.36 feet, a radius of 1102.14 feet, and a chord of North 22 degrees 37 minutes 00 seconds East, a distance of 95.33 feet to a point for the northwest corner of this herein described tract;

THENCE North 87 degrees 03 minutes 18 seconds East, a distance of 1204.06 feet across said 15.936 acre tract to a point for a corner of this herein described tract;

THENCE North 87 degrees 43 minutes 03 seconds East, a distance of 1273.97 feet across said 8.85 acre tract to a point for the northeast corner of this herein described tract;

THENCE South 02 degrees 38 minutes 11 seconds East, a distance of 86.00 feet with the east line of said 8.85 acre tract, same being the west line of a called Harris County Flood Control District 150 foot Pine Gully easement as recorded in Harris County Clerk's File No. D193039 and a called 12.7955 acre tract, known as Reserve "B" of Bayview Commercial Subdivision as recorded in Film Code No. 645115 Map Records Harris County, Texas to a point for the southeast corner of this herein described tract;

THENCE South 87 degrees 43 minutes 03 seconds West, a distance of 1274.00 feet with the south line of said 8.85 acre tract, same being the north line of a called 1 acre tract as recorded in Harris County Clerk's File No. E678129, a called 3 acre tract as recorded in Volume 1209, Page 715 Deed Records Harris County, Texas, a called 2.66 acre tract as recorded in Volume 1167, Page 96 Deed Records Harris County, Texas and a called 2.74 acre tract as recorded in Harris County Clerk's File No. S071828 to a point for a corner of this herein described tract;

THENCE South 87 degrees 03 minutes 18 seconds West, a distance of 1244.70 feet with the south line of said 15.936 acre tract, same being the north line of said 2.74 acre tract and said 4.294 acre tract to the **POINT OF BEGINNING** and containing **4.93** acres.

BEARING STRUCTURE AND COORDINATES ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS SOUTH CENTRAL ZONE.

Schedule "3"
Osprey Perch Permanent Easement Grant

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from this instrument before it is filed for record in the public records: your social security number or driver's license number.

OSPREY PERCH PERMANENT EASEMENT GRANT

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF HARRIS §

That this instrument is made and entered into this ____ day of _____, 2018, by and between the Port of Houston Authority of Harris County, Texas, a governmental subdivision of the State of Texas, with a mailing address of 111 East Loop North, Houston, Texas 77029, hereinafter called the GRANTOR, and the CITY OF SEABROOK, TEXAS, whose mailing address is 1700 First Street, Seabrook, Texas 77586, hereinafter referred to as GRANTEE.

That for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration as herein set out, paid and received by Grantor, the receipt and sufficiency of which is hereby confessed and acknowledged, and for which no lien is retained, either expressly or implied, Grantor by these presents does grant, bargain, sell, and convey to Grantee, City of Seabrook, for the purpose of construction and maintenance of an osprey perch, a permanent perpetual easement ("Easement") to construct, install, maintain, operate, inspect, fill, and repair, as well as to use the surface and subsurface thereof in any lawful manner that shall be deemed necessary and desirable by Grantee, including all rights over, under, upon, and along the property described in Exhibit "A" attached hereto and incorporated by reference for all purposes (the "Easement Area").

This Easement is for construction and maintenance of an osprey perch (the "Improvements"). All construction and reclamation will be at no cost to the Grantor. Grantee may, as hereinafter provided, do and perform all acts necessary to construct, reconstruct, repair, relocate, or maintain the subject osprey perch within said Easement Area and to operate thereon all necessary machinery and equipment to efficiently prosecute

the work. Grantee shall be responsible for obtaining any and all necessary consents, approvals, and permits.

Notwithstanding the foregoing, Grantee shall not make, or permit to be installed, any construction of or alterations to the proposed Improvements except as follows. Grantee shall submit to Grantor any plans and specifications for its proposed construction of or alteration to the Improvements in writing at least forty five (45) days in advance of any such construction or alteration. Within thirty (30) days from Grantor's receipt of such plans and specifications, Grantor shall communicate to Grantee its absence of exceptions to, note any exceptions to, or reject and request resubmittal of such plans and specifications, as applicable. Grantee shall resubmit to Grantor any revised proposed plans and specifications for review, and such resubmittal and review shall continue until the proposed plans and specifications are no longer subject to exception by Grantor. Construction and alteration of the Improvements shall be performed in good and workmanlike manner, in accordance with plans and specifications that are no longer subject to exception.

Upon Grantee's request from time to time, Grantor shall provide Grantee a temporary entry license, on Grantor's customary terms and conditions, for ingress and egress to and from the Easement Area for construction, alteration, and maintenance of the Improvements.

Grantor retains, reserves, and shall continue to enjoy the use of the surface of the Easement Area for any and all purposes which do not interfere with or prevent the use by Grantee of the Easement for the purposes stated herein.

Grantee acknowledges that Grantee has independently and personally inspected the Easement Area and that Grantee has entered into this Easement based upon such examination and inspection. Grantee accepts the Easement Area in its present condition, AS IS, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY REPRESENTATION, WARRANTY, OR EXPECTATION WHATSOEVER, EXPRESS OR IMPLIED, specifically (without limiting the generality of the foregoing) without any warranty regarding (i) any improvements currently located at or constituting a portion of the Easement Area, (ii) the soil and environmental conditions existing at the Easement Area, or (iii) the suitability of the Easement Area for any particular purpose or use.

The terms and provisions hereby shall extend to and be binding upon Grantor and Grantee, and shall also refer to their respective successors and assigns. Grantee shall not assign this Easement except to a successor governmental agency.

This conveyance is expressly made subject to any and all restrictions, mineral and/or royalty reservations, covenants, and easements appearing of record regarding the Easement Area, but only to the extent that the same are still in force and effect and enforceable against the same. The Easement, along with all rights and privileges relating thereto shall terminate when the Easement, as described above, is abandoned by adoption of an Ordinance abandoning or vacating such by Grantee.

TO HAVE AND TO HOLD the Easement for the purposes set forth, unto Grantee, its successors and assigns; and Grantor hereby binds itself, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but no further, limited, however, to the terms and provisions hereof, and subject to all matters of record in Harris County, Texas, to the extent that such matters are presently valid and enforceable against the Easement Area and to all matters as would be shown by an accurate survey.

This Easement contains the entire agreement between the parties relating to the subject matter. Any oral representations or modifications concerning this Easement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this ____
____ day of _____, 2018.

GRANTOR:

PORT OF HOUSTON AUTHORITY OF
HARRIS COUNTY, TEXAS

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

Erik Eriksson
Chief Legal Officer

REVIEWED:

Curtis Duncan
Controller

Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____
_____, the _____ of the
Port of Houston Authority of Harris County, Texas, a political subdivision of the State of
Texas, on behalf of said political subdivision, and acknowledged to me that said political
subdivision is the owner of the subject property and duly authorized and executed the same
for the purposes and consideration therein expressed and in the capacity therein stated for
and on behalf of Grantor.

Given under my hand and seal of office, this the _____ day of _____,
2018.

[seal]

Notary Public, in and for the
State of Texas

My commissions expires: _____

Accepted and agreed by the City of Seabrook, Texas, on this ____ day of _____, 2018.

GRANTEE:

City of Seabrook, Texas

By: _____
Thom Kolupski, Mayor

ATTEST:

Robin Hicks, TMRC
City Secretary

After recording return to:
City of Seabrook
Attn: City Secretary
1700 First Street
Seabrook, Texas 77586

Exhibit "A"
Easement Area
Property Description

BEING A **RADIAL OSPREY PERCH SITE** (6 FOOT RADIUS) CONTAINING **452.39 SQUARE FEET** AND BEING SITUATED IN THE *RITSON MORRIS SURVEY, ABSTRACT No. 52, HARRIS COUNTY, TEXAS*, AND BEING OUT OF A CALLED 500.00 ACRE TRACT AS RECORDED IN HARRIS COUNTY CLERK'S FILE No. P201191; SAID **RADIAL OSPREY PERCH SITE** (6 FOOT RADIUS) BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

COMMENCING at a point in the west margin of Todville Road (60 foot R.O.W.) for the southeast corner of a called 2.500 acre tract as recorded in Harris County Clerk's File No. RP-2016-150557, same being a corner of said 500.00 acre tract, from which the southwest corner of said 2.500 acre tract bears: South 86 degrees 56 minutes 49 seconds West, a distance of 360.04 feet;

THENCE South 28 degrees 05 minutes 53 seconds West, a distance of 633.67 feet with the west margin of said Todville Road, same being the east line of said 500.00 acre tract to a point in the north line of a called Harris County Flood Control District 150 foot Pine Gully easement as recorded in Harris County Clerk's File No. D193039;

THENCE North 61 degrees 54 minutes 07 seconds West, a distance of 153.70 feet with the north line of said Pine Gully to a point;

THENCE South 57 degrees 28 minutes 45 seconds West, a distance of 262.91 feet with the north line of said Pine Gully to a point;

THENCE North 32 degrees 31 minutes 15 seconds West, a distance of 19.25 feet across said 500.00 acre tract to the **POINT OF RADIUS** (N: 13,784,043.22, E: 3,238,976.94) of this herein described **RADIAL OSPREY PERCH SITE** (6 FOOT RADIUS) containing **452.39 SQUARE FEET**.

BEARING STRUCTURE AND COORDINATES ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS SOUTH CENTRAL ZONE.

E1-2-432



Agenda Briefing

Date of Meeting: 5/01/2018

Submitting Department: Finance

Date Submitted: 4/23/2018

Prepared By: Mike Gibbs

Presenter: Mike Gibbs

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: Budget Amendment Ordinance 2018-15

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

Executive Summary:

The Finance Department per the Seabrook Charter, Section 5.06, and approval of the City Manager submit for Council consideration and approval a budget amendment and do hereby verify that sufficient funds are available.

City Charter, Section 5.06. - Amendments after adoption.

(a)

Supplemental Appropriations: If, during the fiscal year, the City Manager certifies that there are available for appropriation revenues and/or unencumbered fund balances in excess of those [estimated] appropriated for specific expenditures in the budget, the Council may make supplemental appropriations for the year up to the amount of such excess.

Background/Issue (What prompted this need?):

Amendment #1) A Computer Fraud was committed against the City in which a theft of property (funds) occurred. The amount of funds lost \$68,608.58.

Amendment #2) Donated funds to the Police department to purchase an aluminum boat. These funds were donated during the FY17 year but not expensed until the current budget year FY18. The boat cost \$8,463.95.

Budget Analysis/Funding Comments: These items were unbudgeted. Line item 102-5025 will increase to \$68,608.58. Line item 200-6020 will increase to \$8,463.95.

Expenditure Required: \$77,072.53

Budgeted Amount: \$0 **Source of Funds/Funding Account:** General Fund Reserves

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. Ordinance 2018-15
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

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.

9.
10.

Recommended Placement on Agenda: New Business

Recommended Action: Approve Budget Amendment Ordinance 2018-15

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
ORDINANCE NO. 2018-15**

**AMENDING THE BUDGET FOR THE FISCAL YEAR
BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018
FOR THE SEABROOK GENERAL FUND**

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 30, 2018, FOR THE CITY OF SEABROOK, IN THE AMOUNT OF \$77,072.53 TO PROVIDE RESOURCES TO MULTIPLE DEPARTMENTS; AND FINDING AVAILABLE UNENCUMBERED FUNDS FOR THE SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER

WHEREAS, the City Council of the City of Seabrook Approved Budget Ordinance 2017-43 on September 26, 2017; and

WHEREAS, the City Manager has certified there are revenues and/or unencumbered fund balances available for appropriation in excess of those appropriated for specific expenditures in the budget for supplemental appropriation and/or transfer, and;

WHEREAS, such expenditures will occur subsequent to the adoption of the 2017/18 budget and will require formal appropriations; and

WHEREAS, the City Council of the City of Seabrook desires to use a portion of the \$3,529,527 unreserved fund balance to increase the Administration and Public Safety department budgets by \$77,0872.53 to cover an expense associated with computer fraud committed against the City and to acquire a new aluminum boat; and

WHEREAS, the City Council of the City of Seabrook finds and determines that this budget amendment complies with all requirements under its Charter and laws;

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

THAT, the 2017/18 Adopted Budget for the City of Seabrook for the period beginning on October 1, 2017 and ending on September 30, 2018 is hereby amended by reducing the General Fund Unreserved Fund Balance and allocating those funds to the Administration and Public Safety Departments, in the amount of \$77,072.53.

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

Thomas G. Kolupski
Mayor

ATTEST:

Robin Hicks, TRMC
City Secretary

APPROVED AS TO FORM:

Steven L. Weathered
City Attorney

2017-18 Budget Amendments

General Fund

Department	GL Acct	Acct Name	Description	FY18 Budget	Amendment	Amended Budget
Administration	102-5025	Bank Fees	Computer Fraud	-	68,608.58	68,608.58
Public Safety	200-6020	Equipment	Aluminum Boat	-	8,463.95	8,463.95
	001-2000	Budgetary Fund Balance		-	77,072.53	77,072.53