SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
TUESDAY, JUNE 23, 2015 - 7:00 PM

NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **TUESDAY JUNE 23, 2015 AT 7:00 PM** IN THE SEABROOK CITY HALL COUNCIL CHAMBERS, 1700 FIRST STREET, SEABROOK, TEXAS, **TO DISCUSS, CONSIDER, AND IF APPROPRIATE, TAKE ACTION** WITH RESPECT TO THE ITEMS LISTED BELOW.

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

PLEDGE OF ALLEGIANCE

1.0 PRESENTATIONS

ATTACHMENT 1

1.1 Presentation of Certificate of Merit to Officer Derrick Christensen. (Wright)

1.2 Presentation of the post event report regarding the recent Keels and Wheels event at Lakewood Yacht Club. (Fuller)

1.3 Presentation by Mr. Yousof Allam regarding waiver of civil penalties for 1430 Killdeer. (Landis)

2.0 PUBLIC COMMENTS AND ANNOUNCEMENTS

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

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

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

All consent agenda items are considered by the City Council to be routine and will be enacted by one motion. There will be no separate discussion of these items unless

a council member, city manager, city attorney or city secretary so requests, in which event the item will be removed from the Consent Agenda and considered immediately following the Consent Agenda.

ATTACHMENT 2

3.1 Approve the first of two readings of proposed Resolution 2015-14, "Designation of 'Demolition Grant Project' for Authorized Economic Incentives." (Chavez)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, DESIGNATING THE DEMOLTION GRANT PROJECT FOR ECONOMIC INCENTIVES AND AS AN AUTHORIZED PROJECT OF THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION.

ATTACHMENT 3

3.2 Approve proposed Resolution 2015-17, "Authorization for Acquisition/Exchange of Real Property for the Current City Public Works Yard Pursuant to a Sealed Bid Proposal". (Cook)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, AUTHORIZING PROCEEDING WITH THE SEALED BID RECEIVED FROM PACIFIC RIDGE DEVELOPMENT COMPANY, LLC FOR ACQUISITION/EXCHANGE OF CERTAIN REAL PROPERTY FOR THE CURRENT CITY PUBLIC WORKS YARD,APPROXIMATELY 3.405 ACRES OUT OF THE RITSON MORRIS SURVEY, ABSTRACT 52, HARRIS COUNTY, TEXAS, GENERALLY LOCATED ON LAKESIDE DRIVE AND SH 146), ("PUBLIC WORKS PROPERTY"), TO BE CONVEYED IN EXCHANGE FOR THE BID PROPERTY CONSISTING OF A TRACT OF LAND CONTAINING APPROXIMATELY 7.0899 ACRES SITUATED IN THE RITSON MORRIS SURVEY, A-52, HARRIS COUNTY, TEXAS, GENERALLY LOCATED ON LAKESIDE DRIVE WITH TERMINUS OF HUMBLE DRIVE ("EXCHANGE PROPERTY; DETERMINING COMPLIANCE WITH APPLICABLE BIDDING PROCEDURE; FINDING THE PUBLIC NECESSITY FOR THE EXPENDITURE OF FUNDS, AUTHORIZING THE CITY MANAGER TO PROCEED WITH THE NECESSARY DUE DILIGENCE FOR EVALUATION OF PROCEEDING WITH THE EXCHANGE AND ACQUISITION OF THE SUBJECT PROPERTIES PURSUANT TO THE BID RECEIVED, INCLUDING A LEASE BACK TO THE CITY FOR THE PUBLIC WORKS PROPERTY FOR A DEFINED TIME/TERMS; ALL SPECIFICALLY SUBJECT TO CITY COUNCIL APPROVAL, IN COMPLIANCE WITH ALL APPLICABLE LAWS, REGULATIONS AND CHARTER REQUIREMENTS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBIC AS REQUIRED BY LAW.

ATTACHMENT 4

3.3 Approve proposed Resolution 2015-16, "Appointment of the Planning and Zoning Commission as the Capital Improvements Advisory Committee". (Landis)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, APPOINTING THE SEABROOK PLANNING AND ZONING

COMMISSION AS THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE AS PERMITTED BY THE TEXAS LOCAL GOVERNMENT CODE, CHAPTER 395.

ATTACHMENT 5

3.4 Approve Monthly Public Safety Report for May 2015. (Wright)

ATTACHMENT 6

3.5 Approve Monthly Building Report for May 2015. (Landis)

ATTACHMENT 7

3.6 Approve the minutes of the May 14, 2015 Special Joint Meeting of the City Council, the Seabrook Economic Development Corporation and the Comprehensive Master Plan Review Commission. (Glaser)

ATTACHMENT 8

3.7 Approve the minutes of the June 2, 2015 regular City Council meeting. (Glaser)

ATTACHMENT 9

3.8 Ratify the city manager's re-appointment of John Chisler to a third term on the Civil Service Commission, to end June 2018. (Cook)

ATTACHMENT 10

3.9 Appoint Thom Kolupski to the Comprehensive Master Plan Review Commission, with a term ending June 2016, to fill the position vacated by Glenna Adovasio. (Council)

ATTACHMENT 11

3.10 Reappoint John Dolan and Sue Langgard as regular members to the Zoning Board of Adjustment for two-year terms ending January 2017. (Council)

ATTACHMENT 12

3.11 Reappoint Helen Burton, Sally Antrobus, Monica Comeaux, John Coggeshall, Debra Harper, David Popken and Karen Tisdel to the Open Space and Trails Committee with terms ending in June 2018. (Council)

END OF CONSENT AGENDA

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

ATTACHMENT 13

4.1 Consider approval of a new Seabrook city event on Second Street in November 2015 and the proposed budget for this event. (Cook and Dearman)

ATTACHMENT 14

4.2 Consider approval of a lease proposal for decorative holiday lighting along Second Street in an amount not to exceed $20,000 for FY 2014-15. This is an unbudgeted item. (Cook)

ATTACHMENT 15

4.3 Consider approval of the Seabrook Strategic Plan by Ron Cox of Ron Cox Consulting and City Directors. (Cook)

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

ATTACHMENT 16

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

ATTACHMENT 17

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

6.0 EXECUTIVE SESSION

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

Section 551.071

ATTACHMENT 18

6.1 Consult with attorney to receive legal advice to address legal issues associated with requested waiver of civil penalties, as provided by Section 551.071 of the Texas Government Code. (Cook)

Section 551.071

ATTACHMENT 19

6.2 Consult with attorney to receive legal advice on legal issues associated with a Memorandum of Understanding with the Port of Houston Authority. (Cook)

7.0 OPEN MEETING

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

7.1 Consider approval of waiver of $28,500.00 in civil penalties for property located at 1430 Killdeer. (Landis)

7.2 Consider and authorize approval or action on amendments to the Memorandum of Understanding (MOU) with the Port of Houston Authority (POHA). (Cook)

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

CERTIFICATE

I certify that this notice was posted on the bulletin board on or before Wednesday, June 19, 2015 no later than 5:00 p.m. and that this notice will remain posted until the meeting has ended.

_____

Michele L. Glaser, TRMC
City Secretary

SEABROOK

CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: June 16

Submitter/Requestor: Chief Wright **Date Submitted: June 9, 2014**

Presenter: N/A

Description/Subject: ***Presentation "Certificate of Merit" to Officer Derrick Christensen***

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

Background/Issue:

Officer Christensen displayed vigilant action in the apprehension of an escaping felon.

Impacted Parties (Expected/Notified):

Miscellaneous Comments:

Recommended Action:

Attachments: See Attached Letter from the District Attorney's Office

Fiscal Impact:

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

Budget Dept/Line Item Number _____

Funding Comments:

Where on the agenda should this item be placed?

CONSENT AGENDA
Suggested Motion:

City Manager Review:

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

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

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

Received and accepted by the City Secretary/Assistant _____ _____

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

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

Belinda Hill
First Assistant

Criminal Justice Center
1201 Franklin, Suite 600
Houston, Texas 77002-1901

HARRIS COUNTY DISTRICT ATTORNEY
DEVON ANDERSON

May 21, 2015

To Chief Wright and the Seabrook Police Department,

I am writing in recognition of Officer Derrick Christensen of the Seabrook Police Department. His service to our County and Court went above and beyond today.

Officer Christensen appeared in the 337th District Court of Harris County, Texas, to testify in a Motion to Revoke Probation Hearing for a felony DWI traffic stop he made back in November of 2014. In addition to being helpful and responsive the entire time that case was pending, he was crucial in securing a six year sentence against that Defendant during the hearing.

Before the hearing began, a Defendant in an unrelated case received a fourteen year sentence. Rather than going with the bailiffs, the Defendant attempted to escape custody, running towards the back exit door of the Courtroom. While our bailiffs were in pursuit, they had not yet caught up to the Defendant. As Officer Christensen entered the Courtroom, he reacted immediately and instantaneously, apprehending a very violent, angry, and determined Defendant. A struggle ensued during which Officer Christensen's assistance was instrumental in taking the Defendant into custody. This was a very difficult and physical scene, as the Defendant continued to fight the officers, even breaking our bailiff's glasses. It was also a very public scene as our Courtroom was full of attorneys, court staff, other Defendants and their family members, as well as our Judge.

Had Officer Christensen not responded so instinctively and responsibly, the safety and security in our Court, and possibly the entire Courthouse, would have been in jeopardy. I am very appreciative of his service to both your Department and our County. While he is just beginning his career with the Seabrook Police Department, his actions here today demonstrate that he is extremely competent and has a bright future in law enforcement.

Many thanks,

Chelsi Honeycutt
Assistant District Attorney
337TH District Court
Harris County, Texas

CITY OF SEABROOK
RESOLUTION NO. 2015-14
DESIGNATION OF "DEMOLITION GRANT PROJECT" FOR AUTHORIZED ECONOMIC INCENTIVES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, DESIGNATING THE DEMOLITION GRANT PROJECT FOR ECONOMIC INCENTIVES AND AS AN AUTHORIZED PROJECT OF THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION

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 attracting new businesses, expanding existing businesses, creating jobs, and assisting in other statutorily authorized economic development programs; and

WHEREAS, the EDC has determined that the creation of economic incentives for the Project, as delineated in the Demolition Grant Guidelines is authorized under Texas Local Government Code Sections 501.101, 505.155, 505.158, and 505.302, and is being used for the purpose of promoting new and expanded business enterprises in or near the City of Seabrook; and

WHEREAS, the EDC met on April 9, 2015, and at that time took formal action to support and approve funding of a proposed demolition project, with contemplated expenditures to exceed $10,000, to assist in the removal of substandard commercial structures within the City of Seabrook in accordance with certain guidelines, to assist eligible property owners, within a specified amount, with EDC grants not to exceed $20,000 or 85% of eligible project costs, whichever is less, for each individual qualifying request, ("Project"); and

WHEREAS, a public hearing was conducted by the EDC on June 11, 2015 to receive public input for such Project; and

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

WHEREAS, the City Council (the "City") desires to encourage the development or redevelopment within the city limits of the City of Seabrook, by specifically including the Demolition Grant Project ("Project") as approved by the EDC, as described in the Demolition Grant Guidelines, attached hereto as Exhibit A; and

WHEREAS, the City Council finds that the incentives by the EDC, 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 Demolition Grant Project ("Project"), as approved by the Seabrook Economic Development Corporation ("EDC") as described in the Demolition Grant Guidelines, is hereby approved by the City Council of the City of Seabrook.

PASSED AND APPROVED on first reading this the 23rd day of June 2015.

PASSED, APPROVED, AND ADOPTED on second and final reading this 7th day of July 2015.

CITY OF SEABROOK, TEXAS

BY:_____
Glenn R, Royal, Mayor

ATTEST:

_____
Robin Hicks, City Secretary

CITY OF SEABROOK
RESOLUTION 2015-17

AUTHORIZATION FOR ACQUISITION/EXCHANGE OF REAL PROPERTY FOR THE CURRENT CITY PUBLIC WORKS YARD PURSUANT TO SEALED BID PROPOSAL

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, AUTHORIZING PROCEEDING WITH THE SEALED BID RECEIVED FROM PACIFIC RIDGE DEVELOPMENT COMPANY, LLC FOR ACQUISITION/EXCHANGE OF CERTAIN REAL PROPERTY FOR THE CURRENT CITY PUBLIC WORKS YARD, APPROXIMATELY 3.405 ACRES OUT OF THE RITSON MORRIS SURVEY, ABSTRACT 52, HARRIS COUNTY, TEXAS, GENERALLY LOCATED ON LAKESIDE DRIVE AND SH 146), ("PUBLIC WORKS PROPERTY"), TO BE CONVEYED IN EXCHANGE FOR THE BID PROPERTY CONSISTING OF A TRACT OF LAND CONTAINING APPROXIMATELY 7.0899 ACRES SITUATED IN THE RITSON MORRIS SURVEY, A-52, HARRIS COUNTY, TEXAS, GENERALLY LOCATED ON LAKESIDE DRIVE WITH TERMINUS OF HUMBLE DRIVE ("EXCHANGE PROPERTY; DETERMINING COMPLIANCE WITH APPLICABLE BIDDING PROCEDURE; FINDING THE PUBLIC NECESSITY FOR THE EXPENDITURE OF FUNDS, AUTHORIZING THE CITY MANAGER TO PROCEED WITH THE NECESSARY DUE DILIGENCE FOR EVALUATION OF PROCEEDING WITH THE EXCHANGE AND ACQUISITION OF THE SUBJECT PROPERTIES PURSUANT TO THE BID RECEIVED, INCLUDING A LEASE BACK TO THE CITY FOR THE PUBLIC WORKS PROPERTY FOR A DEFINED TIME/TERMS; ALL SPECIFICALLY SUBJECT TO CITY COUNCIL APPROVAL, IN COMPLIANCE WITH ALL APPLICABLE LAWS, REGULATIONS AND CHARTER REQUIREMENTS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Seabrook has considered the need to exchange the current Public Works Yard property (approximately 3.405 acres out of the Ritson Morris Survey, Abstract 52, Harris County, Texas, generally located on Lakeside Dive and State Highway 146), (the "Public Works Property"), for suitable property in close proximity for an exchange; and

WHEREAS, previously, the City, after approval of the City Council of the City of Seabrook, determined to update its notice for publication of its intent to seek exchange property for the Public Works Property, and pursuant to Section 272 of the Texas Local Government Code, did republish on two separate dates in a newspaper of general circulation in Harris County, Texas, where the Public Works Yard is located, a revised notice that included a description of the Public Works Property, current requests for use of right of way associated with the subject

property, its location, revised requirements for suitable exchange property, and the procedure by which sealed bids to exchange the property may be submitted; and

WHEREAS, the City Council of the City of Seabrook at a meeting on June 2, 2015, considered the bid submitted by Pacific Ridge Development Company, LLC, (the "Bid") wherein exchange property of approximately 7.0899 acres situated in the Ritson Morris Survey, A-52, Harris County, Texas, generally located on Lakeside Drive with terminus of Humble Drive, ("the Exchange Property") with offer of a lease back of the City Property under general terms was addressed; and

WHEREAS, the City Council, for better evaluation of the bid, has determined to authorize the City Manager of the City of Seabrook, Texas to proceed with due diligence for determination of proceeding with the subject exchange of the Public Works Property for the Exchange Property, (with lease back of the Public Works Property for relocation of City assets for a definite time/term), including the authorization of the expenditure of funds to obtain, as determined necessary, a legal survey, a title commitment, related appraisal(s) and such other due diligence determined necessary to proceed with the subject bid for the property exchange, and to report back to City Council for authorization to proceed with the subject Exchange; and

WHEREAS, it is the specific intent of the City Council of the City of Seabrook to comply with all legal requirements for the Bid and acquisition/exchange of the subject properties, specifically including the Seabrook Charter; and

WHEREAS, the City Council of the City of Seabrook finds and determines that providing authorization to the City Manager to immediately expend funds for the associated due diligence as provided herein is now appropriate;

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

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

Section 2. A public purpose and necessity exits for the City of Seabrook to expend funds for proceeding with the due diligence determined necessary for further evaluation of City Council for exchange of the Public Works Property for the Exchange Property.

Section 3. The City Manager is hereby immediately authorized to expend funds for due diligence determined necessary for further evaluation by City Council for evaluation of the Bid for proceeding with the subject Exchange.

PASSED, APPROVED and ADOPTED this the 23rd day of June, 2015.

Glenn Royal, Mayor

ATTEST:

Michele L. Glaser, TRMC
City Secretary

APPROVED AS TO FORM:

Steven L. Weathered
City Attorney

CITY OF SEABROOK
RESOLUTION NO. 2015-16
APPOINTMENT OF THE PLANNING AND ZONING COMMISSION AS THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, APPOINTING THE SEABROOK PLANNING AND ZONING COMMISSION AS THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE AS PERMITTED BY THE TEXAS LOCAL GOVERNMENT CODE, CHAPTER 395

****

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

Section 1. The City Council hereby appoints the Seabrook Planning and Zoning Commission as the Capital Improvements Advisory Committee in accordance with Local Government Code, Chapter 395, Section 395.058. The Advisory Committee shall review the city's capital improvements plan and impact fees in accordance with the Local Government Code, Chapter 395.

Section 2. This Resolution shall take effect immediately from and after its passage by the City Council of the City of Seabrook.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Seabrook this the 23rd day of June 2015.

_____
Glenn R. Royal, Mayor

ATTEST:

_____
Michele L. Glaser, TRMC
City Secretary

SEABROOK

CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: June 16

Submitter/Requestor: Chief Wright **Date Submitted: June 8, 2015**

Presenter: N/A

Description/Subject: ***Monthly Public Safety Statistics Report May 2014***

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

Background/Issue:

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

Impacted Parties (Expected/Notified):

Miscellaneous Comments:

Recommended Action:

Attachments:

Police Department Report, Fire Department Report, CLEMC Report

Fiscal Impact:

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

Budget Dept/Line Item Number _____

Funding Comments:

Where on the agenda should this item be placed?

CONSENT AGENDA

Suggested Motion:

City Manager Review:

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

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

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

Received and accepted by the City Secretary/Assistant _____ _____

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

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

Council Stat Report
5/1/2015 - 5/31/2015

Offense Data

ASSAULT BY CONTACT F/VIO	7
(FSGI) ACCIDENT INVOLVING DAMAGE TO VEHICLE- CLASS B	2
BURGLARY OF HABITATION / FORCIBLE ENTRY	2
CREDIT CARD OR DEBIT CARD ABUSE	2
CRIMINAL MISCHIEF	2
INFORMATION REPORT	2
MISSING PERSON	2
THEFT	2
UNAUTHORIZED USE OF A VEHICLE (AUTO)	2
ACCIDENT - FLEET	1
ASSAULT BY THREAT	1
ASSAULT CAUSES BODILY INJURY- (FAMILY VIOLENCE)	1
BURGLARY OF HABITATION / NON-FORCED	1
BURGLARY OF MOTOR VEHICLE	1
CRIMINAL TRESPASS	1
DEATH INVESTIGATION	1
DISPLAY OR POSSESS FICTITIOUS DL OR ID	1
DRIVING WHILE INTOXICATED	1
FAIL TO GIVE INFORMATION - UNATTENDED VEHICLE	1
FAILURE TO IDENTIFY	1
FALSE REPORT TO PEACE OFFICER OR LAW ENFORCEMENT EMPLOYEE	1
FRAUDULENT USE/POSSESSION OF IDENTIFYING INFORMATION	1
HARASSMENT	1
POSSESSION OF DRUG PARAPHERNALIA	1
POSSESSION OF MARIJUANA	1
POSSESSION OF SUBSTANCE IN PENALTY GROUP 1	1
POSSESSION OF SUBSTANCE IN PENALTY GROUP 3	1
PUBLIC INTOXICATION	1
Total Offense Reports:	**42**

Arrest Data

PUBLIC INTOXICATION	23
WARRANT - AGENCY	20
WARRANT - OTHER AGENCY	10
POSSESSION OF DRUG PARAPHERNALIA	7
NO DL	6
DRIVING WHILE LICENSE INVALID (C)	5
ASSAULT BY CONTACT	4
DRIVING WHILE INTOXICATED	3
FAIL TO MAINTAIN SINGLE LANE	3
EXPIRED LICENSE PLATES	2
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY - C	2
FAILURE TO IDENTIFY	2
UNSAFE START OF PARKED VEHICLE	2
ASSAULT CAUSES BODILY INJURY- (FAMILY VIOLENCE)	1
CRIMINAL MISCHIEF	1
DEFECTIVE LICENSE PLATE LIGHT	1
DEFECTIVE TAIL LAMPS	1
DISORDERLY CONDUCT #1 - ABUSIVE LANGUAGE	1
DISORDERLY CONDUCT #5 - LOUD NOISE	1
DISPLAY OR POSSESS FICTITIOUS DL OR ID	1
DROVE W/O HEADLIGHTS	1
FAIL TO CHANGE ADDRESS ON DL	1
FAIL TO OBTAIN TEXAS DL WITHIN 90 DAYS	1
FAIL TO SIGNAL LANE CHANGE	1
FALSE ALARM OR REPORT	1
NO FRONT LICENSE PLATE OR INSIGNIA	1
POSSESSION DANGEROUS DRUG	1
POSSESSION OF SUBSTANCE IN PENALTY GROUP 1	1
POSSESSION OF SUBSTANCE IN PENALTY GROUP 3	1
THEFT	1
TRAFFIC OFFENSE	1
TURN WHEN UNSAFE	1
UNSAFE SPEED	1

Total Arrests: 77 **Total Charges:** 109

CALL FOR SERVICE DATA

TRAFFIC STOP	643
SUSPICIOUS CIRC PERSON VEHICLE	115
CVE INSPECTION	48
MINOR ACCIDENT	47
ASSIST BY LAW	43
ALARM BURGLAR	41
DISTURBANCE	36
INTOXICATED DRIVER PERSON	26
LOUD MUSIC NOISE	25
RECKLESS DRIVER CONDUCT	25
WELFARE CONCERN	21
PARKING VIOLATION	15
TRAFFIC HAZ PROB DIRECT RELAT	15
ASSIST CITIZEN	14
911 HANG UP	12
DISABLED VEHICLE	12
FOLLOW UP	12
CIVIL PROBLEM STANDBY	10
CRIMINAL MISCHIEF	10
FLAGDOWN	10
THEFT	9
TRESPASS	9
Z ANIMAL IN TRAP OR CONTAINED	8
HARASSMENT	7
Z ANIMAL AT LARGE	7
BURGLARY	6
LOST MISSING RECOVERED ABDUCTD	6
ABUSE NEGLECT CHILD ELDERLY	5
ASSAULT	5
VIOLATION CITY ORDINANCE	5
ACCIDENT MAJOR	3
FRAUD	3
ID THEFT	3
UNAUTHORIZED USE OF M/V	3
Z ANIMAL CARCASS	3
Z ANMAL CONTROL PROBLEM ACO	3
Z WILDLIFE ANIMAL CONTROL	3
ALARM HOLD UP	2
ALARM PANIC	2
ANIMAL CONTROL PROBLEM	2
WARRANT SERVICE	2
DEATH INVESTIGATION	1
POLICE PURSUIT	1
PRISONER PROCESS	1
STRUCTURE FIRE	1
VEHICLE IN THE DITCH	1
Z ANIMAL BITE	1
Z FOLLOW UP ANIMAL CONTROL	1
Z PICK UP ANIMAL TRAP	1
Total CFS:	**1284**

Council Stat Report
5/1/2015 - 5/31/2015

Offense Data

ASSAULT BY CONTACT F/VIO	7
(FSGI) ACCIDENT INVOLVING DAMAGE TO VEHICLE- CLASS B	2
BURGLARY OF HABITATION / FORCIBLE ENTRY	2
CREDIT CARD OR DEBIT CARD ABUSE	2
CRIMINAL MISCHIEF	2
INFORMATION REPORT	2
MISSING PERSON	2
THEFT	2
UNAUTHORIZED USE OF A VEHICLE (AUTO)	2
ACCIDENT - FLEET	1
ASSAULT BY THREAT	1
ASSAULT CAUSES BODILY INJURY- (FAMILY VIOLENCE)	1
BURGLARY OF HABITATION / NON-FORCED	1
BURGLARY OF MOTOR VEHICLE	1
CRIMINAL TRESPASS	1
DEATH INVESTIGATION	1
DISPLAY OR POSSESS FICTITIOUS DL OR ID	1
DRIVING WHILE INTOXICATED	1
FAIL TO GIVE INFORMATION - UNATTENDED VEHICLE	1
FAILURE TO IDENTIFY	1
FALSE REPORT TO PEACE OFFICER OR LAW ENFORCEMENT EMPLOYEE	1
FRAUDULENT USE/POSSESSION OF IDENTIFYING INFORMATION	1
HARASSMENT	1
POSSESSION OF DRUG PARAPHERNALIA	1
POSSESSION OF MARIJUANA	1
POSSESSION OF SUBSTANCE IN PENALTY GROUP 1	1
POSSESSION OF SUBSTANCE IN PENALTY GROUP 3	1
PUBLIC INTOXICATION	1
Total Offense Reports:	**42**

Arrest Data

PUBLIC INTOXICATION	23
WARRANT - AGENCY	20
WARRANT - OTHER AGENCY	10
POSSESSION OF DRUG PARAPHERNALIA	7
NO DL	6
DRIVING WHILE LICENSE INVALID (C)	5
ASSAULT BY CONTACT	4
DRIVING WHILE INTOXICATED	3
FAIL TO MAINTAIN SINGLE LANE	3
EXPIRED LICENSE PLATES	2
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY - C	2
FAILURE TO IDENTIFY	2
UNSAFE START OF PARKED VEHICLE	2
ASSAULT CAUSES BODILY INJURY- (FAMILY VIOLENCE)	1
CRIMINAL MISCHIEF	1
DEFECTIVE LICENSE PLATE LIGHT	1
DEFECTIVE TAIL LAMPS	1
DISORDERLY CONDUCT #1 - ABUSIVE LANGUAGE	1
DISORDERLY CONDUCT #5 - LOUD NOISE	1
DISPLAY OR POSSESS FICTITIOUS DL OR ID	1
DROVE W/O HEADLIGHTS	1
FAIL TO CHANGE ADDRESS ON DL	1
FAIL TO OBTAIN TEXAS DL WITHIN 90 DAYS	1
FAIL TO SIGNAL LANE CHANGE	1
FALSE ALARM OR REPORT	1
NO FRONT LICENSE PLATE OR INSIGNIA	1
POSSESSION DANGEROUS DRUG	1
POSSESSION OF SUBSTANCE IN PENALTY GROUP 1	1
POSSESSION OF SUBSTANCE IN PENALTY GROUP 3	1
THEFT	1
TRAFFIC OFFENSE	1
TURN WHEN UNSAFE	1
UNSAFE SPEED	1

Total Arrests: 77 **Total Charges:** 109

CALL FOR SERVICE DATA

TRAFFIC STOP	643
SUSPICIOUS CIRC PERSON VEHICLE	115
CVE INSPECTION	48
MINOR ACCIDENT	47
ASSIST BY LAW	43
ALARM BURGLAR	41
DISTURBANCE	36
INTOXICATED DRIVER PERSON	26
LOUD MUSIC NOISE	25
RECKLESS DRIVER CONDUCT	25
WELFARE CONCERN	21
PARKING VIOLATION	15
TRAFFIC HAZ PROB DIRECT RELAT	15
ASSIST CITIZEN	14
911 HANG UP	12
DISABLED VEHICLE	12
FOLLOW UP	12
CIVIL PROBLEM STANDBY	10
CRIMINAL MISCHIEF	10
FLAGDOWN	10
THEFT	9
TRESPASS	9
Z ANIMAL IN TRAP OR CONTAINED	8
HARASSMENT	7
Z ANIMAL AT LARGE	7
BURGLARY	6
LOST MISSING RECOVERED ABDUCTD	6
ABUSE NEGLECT CHILD ELDERLY	5
ASSAULT	5
VIOLATION CITY ORDINANCE	5
ACCIDENT MAJOR	3
FRAUD	3
ID THEFT	3
UNAUTHORIZED USE OF M/V	3
Z ANIMAL CARCASS	3
Z ANMAL CONTROL PROBLEM ACO	3
Z WILDLIFE ANIMAL CONTROL	3
ALARM HOLD UP	2
ALARM PANIC	2
ANIMAL CONTROL PROBLEM	2
WARRANT SERVICE	2
DEATH INVESTIGATION	1
POLICE PURSUIT	1
PRISONER PROCESS	1
STRUCTURE FIRE	1
VEHICLE IN THE DITCH	1
Z ANIMAL BITE	1
Z FOLLOW UP ANIMAL CONTROL	1
Z PICK UP ANIMAL TRAP	1
Total CFS:	**1284**

CLEMC REPORT

Seabrook Stats Report APR15

	Mar-15	Apr-15	Apr-15	3 Month Total
Allergic Reaction	0	0	0	0
Assist by EMS	2	5	2	9
Attempted Suicide	5	5	6	16
Breathing problems	3	4	2	9
Choking	0	0	0	0
CPR	1	3	0	4
CVA	2	1	0	3
Death Investigation	1	0	0	1
Diabetic	2	2	3	7
Drowning	0	0	0	0
Heart problems/pain	4	3	5	12
Injured person	16	26	20	62
Motor Vehicle Incidents	8	4	5	17
Medical Alert Alarm	0	0	0	0
OB Baby Call	0	0	0	0
Overdose	0	3	4	7
Seizure	2	7	1	10
Sick Call	16	24	18	58
Trauma Gunshot/Stabbing	0	0	0	0
fire stand-by	0	2	1	3
Unconscious	0	1	3	4
Total	62	90	70	222

				Average Response Time
Response Time	5MIN14Sec	5MIN54Sec	6MIN03Sec	5Min44Sec

CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: June 16, 2015

Submitter/Requestor: Sean Landis

Presenter: Sean Landis

Description/Subject: Monthly Building Department Report for May 2015.

Purpose/Need: Policy Issue☐ Administrative Issue ☐

Background/Issue (What prompted this need?)**: None**

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

Miscellaneous Comments:
In the month of May, there were three (3) residential permits issued totaling $1,005,884.00
No new commercial permits were issued in May.

Recommended Action:

Attachments:
- Monthly Permitting report page for May
- 2014-2015 Year to Date report
- Code Enforcement and Building Inspection report for May
- Fire Marshal Inspection report for May

Fiscal Impact:

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

Budget Dept/Line Item Number _____

Funding Comments:

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

Suggested Motion:

City Manager Review:

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

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

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

Received and accepted by the City Secretary/Assistant _____ _____

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

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

Building Department Statistics
May 2015

PERMIT TYPES	# ISSUED	VALUATION	FEES PAID
New Residential	3	$1,005,884.00	$5,247.00
Building Additions	10	$132,206.00	$1,410.00
New Commercial	0	$0.00	$0.00
Commercial Additions	3	$53,000.00	$782.50
New City	0	$0.00	$0.00
City Additions	0	$0.00	$0.00
Electrical	10	$17,930.00	$413.00
Fill	3	$1,500.00	$600.00
Irrigation	1	$2,000.00	$77.50
Mechanical	28	$620,327.60	$9,603.00
Plumbing	12	$246,865.00	$425.00
Sign	1	$5,500.00	$150.00
Demolition	0	$0.00	$0.00
Fire/Sprinkler	1	$170,000.00	$1,972.00
Miscellaneous	4	$239,726.00	$255.00
TOTALS	**76**	**$2,494,938.60**	**$20,935.00**

Building Department Statistics
Fiscal Year 2014-2015

Date	New Residential		Residential Additions & Pools		Commercial New & Additions		City Projects New & Additions		*Miscellaneous		Electrical		Irrigation		Mechanical		Plumbing		Monthly Totals		Last Year Totals	
	#	Valuation	#	Valuation	#	Valuation	#	Valuation	#	Valuation	#	Valuation	#	Valuation	#	Valuation	#	Valuation	#		#	
October	2	$500,000.00	15	$115,171.81	2	$81,550.00	0	$0.00	4	$49,820.58	12	$ 78,198.00	1	$11,000.00	14	$ 164,948.05	17	$ 177,785.00	67	$1,178,473.44	52	$ 1,875,649.25
November	2	$737,666.07	12	$172,288.01	1	$5,000.00	0	$0.00	8	$82,630.00	12	$ 61,349.00	1	$1,037.00	4	$ 16,673.30	13	$ 97,374.00	53	$1,174,017.38	58	$ 601,737.83
December	2	$406,936.50	8	$269,588.00	4	$10,175,324.00	0	$0.00	6	$24,360.00	8	$ 551,460.00	2	$2,728.00	8	$ 86,891.30	14	$ 554,270.00	52	$12,071,557.80	56	$ 1,183,504.55
January	1	$846,716.00	8	$108,945.00	3	$288,203.53	0	$0.00	2	$9,900.00	11	$ 413,980.00	1	$3,100.00	9	$ 188,313.44	30	$2,952,798.25	65	$4,811,956.22	36	$ 145,896.60
February	1	$550,112.00	14	$330,932.38	4	$132,696.97	0	$0.00	7	$139,061.00	30	$1,871,650.00	1	$5,591.96	9	$ 91,129.30	18	$ 89,825.00	84	$3,210,998.61	45	$ 1,291,282.66
March	8	2,417.531.00	11	$194,015.00	2	$21,000.00	0	$0.00	4	$13,950.00	15	$1,155,797.00	1	$2,750.00	12	$ 121,567.96	12	$ 29,105.00	65	$1,538,184.96	58	$ 3,473,005.90
April	0	$0.00	21	$295,937.00	0	$0.00	0	$0.00	11	$788,619.06	25	$ 59,572.12	1	$26,950.00	9	$ 80,978.92	20	$ 72,661.40	87	$1,324,718.50	74	$ 2,034,032.28
May	3	$1,005,884.00	10	$132,206.00	3	$53,000.00	0	$0.00	9	$416,726.00	10	$ 17,930.00	1	$2,000.00	28	$ 620,327.60	12	$ 246,865.00	76	$2,494,938.60	79	$ 9,720,944.39
June							0	$0.00											0	$0.00	65	$ 10,851,196.51
July							0	$0.00											0	$0.00	79	$ 4,782,835.62
August							0	$0.00											0	$0.00	58	$ 996,279.95
September							0	$0.00											0	$0.00	64	$ 32,767,258.41
Y-T-D TOTALS	**19**	**$4,047,314.57**	**99**	**$1,619,083.20**	**19**	**$10,756,774.50**	**0**	**$0.00**	**51**	**$1,525,066.64**	**123**	**$4,209,936.12**	**9**	**$55,156.96**	**93**	**$1,370,829.87**	**136**	**$4,220,683.65**	**549**	**$27,804,845.51**	**724**	**$ 69,723,623.95**

	Fees Paid		Fees Paid
October	$9,994.00	April	$13,631.75
November	$8,942.00	May	$20,935.00
December	$7,178.25	June	
January	$31,285.00	July	
February	$43,269.50	August	
March	$18,356.00	September	
		Y-T-D Total	**$ 153,591.50**

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

New Residential Buildings	
	19

	#	Water Impact Fees	#	Sewer Impact Fees			#	Water Impact Fees	#	Sewer Impact Fees	
October	2	$ 3,567.12	2	$ 8,078.10		April		$ -		$ -	
November	2	$ 3,456.58	2	$ 7,339.25		May		$ 3,934.56		$ 5,887.05	
December	3	$ 5,717.49	2	$ 5,093.05		June					
January	1	$ 948.00	1	$ 1,054.00		July					
February	1	$ 375.00	0	$ -		August					
March	7	$ 11,679.36	7	$ 25,288.30		September					

		Water Impact		Sewer Impact
Y-T-D Total	16	$29,678.11	14	$52,739.75

Building Inspection & Code Enforcement Report for May 2015

- **Building Inspections completed**:
  - March: 166
  - April: 142
  - May: 189
- **Open Code Enforcement Cases at end of month**:
  - March: 251
  - April: 251
  - May: 236
- **Code Enforcement Abatement Liens Filed during budget year 2014 - 2015:**
  - December: (11) Liens: Mowing & debris removal $1,805.00
  - March: (3) Liens: Mowing & debris removal $1,125.17
- **Code Enforcement Abatement Liens Paid during budget year 2014 - 2015:**
  - January: (1) Liens: Mowing & debris removal $619.88
  - March: (3) Liens: Mowing & Debris removal $5,866.00
  - May: (1) Lien: Mowing & Debris removal $340.06

Fire Inspector Report for May 2015

New (or annual) Inspections	**22**
Re-inspections (follow-ups)	**14**
Plan Reviews	**2**
Investigations	**1**
Consultations	**3**
Total Inspections	**42**
Outstanding Inspections	**53**

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {05/01/2015} And {05/31/2015}

NASA3222 Aquamaid Pool Techs
3222 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
05/15/2015		200 INSPECTION - Annual	0.00	
05/21/2015		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 2			**0.00**	

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

Date	Time	Type	Staff Hrs	Fee
05/22/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

CARE01 Carefree Boat Club
1900 Shipyard DR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
05/22/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

SECOND1802 Chiky's Quickmart
1802 2nd (Second) ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
05/15/2015		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			**0.00**	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {05/01/2015} And {05/31/2015}

SB Clear Lake Speed Center
2107 Seabrook CIR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
05/22/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

NASA2901 Comfort Inn & Suites
2901 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
05/15/2015		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			**0.00**	

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

Date	Time	Type	Staff Hrs	Fee
05/01/2015		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			**0.00**	

LARRABEE1914 Crew Quarters Apartments
1914 Larabee ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
05/15/2015		205 INSPECTION - Follow Up	0.00	
05/22/2015		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 2			**0.00**	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {05/01/2015} And {05/31/2015}

NASA2320 Di Amici
2300 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
05/22/2015		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

HIALEAH1908# Dimensions
1908 Hialeah DR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
05/13/2015		890 CONSULTATION - Other	0.00	
Total Activities for Occupancy: 1			0.00	

NASA3101 Endeavour Marina
3101 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
05/15/2015		222 INSPECTION - Sprinkler System	0.00	
Total Activities for Occupancy: 1			0.00	

SB Fun Shop
2114 Seabrook CIR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
05/22/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {05/01/2015} And {05/31/2015}

NASA3000 Hampton Inn
3000 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
05/11/2015		710 INVESTIGATION - Cause, Fire	0.00	
Total Activities for Occupancy: 1			**0.00**	

AFFO01 Just 4 You
1002 Meyer RD
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
05/29/2015		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			**0.00**	

NASA3636 La Quinta Inn
3636 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
05/15/2015		205 INSPECTION - Follow Up	0.00	
05/29/2015		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 2			**0.00**	

LAKE06 Lake Point Townhomes Hydrant
Lidstone ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
05/29/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {05/01/2015} And {05/31/2015}

NASA 2425 Lakewood Yacht Club
2425 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
05/29/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

BAYPORT1400 Marburgers Sporting Goods
1400 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
05/29/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

NASA2720 Quality Inn
2720 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
05/29/2015		205 INSPECTION - Follow Up	0.00	
05/29/2015		822 CONSULTATION - Sprinkler System	0.00	
Total Activities for Occupancy: 2			**0.00**	

SHIPYARD Seabrook Marina
1900 Shipyard DR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
05/22/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {05/01/2015} And {05/31/2015}

SEAB02 Seabrook Marina Office
1900 Shipyard DR
Business Office
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
05/22/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

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

Date	Time	Type	Staff Hrs	Fee
05/15/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

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

Date	Time	Type	Staff Hrs	Fee
05/15/2015		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			**0.00**	

TIRE01 Tires By Design
2801 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
05/15/2015		222 INSPECTION - Sprinkler System	0.00	
05/15/2015		201 INSPECTION - Final	0.00	
05/15/2015		221 INSPECTION - Fire Alarm	0.00	
05/22/2015		205 INSPECTION - Follow Up	0.00	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {05/01/2015} And {05/31/2015}

TIRE01 Tires By Design
2801 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
Total Activities for Occupancy: 4			0.00	

BAYPORT2144 Tobacco Store
2144 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
05/29/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

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

Date	Time	Type	Staff Hrs	Fee
05/29/2015		121 PLAN REVIEW - Fire Alarm	0.00	
05/29/2015		822 CONSULTATION - Sprinkler System	0.00	
Total Activities for Occupancy: 2			0.00	

TOWE01 Towers @ Seabrook
Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
05/01/2015		821 CONSULTATION - Fire Alarm	0.00	
Total Activities for Occupancy: 1			0.00	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {05/01/2015} And {05/31/2015}

UEBE01 Uebert, Ericka (Foster Care)
1848 CAPRI LN
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
05/29/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

BAYPORT1810 Vacant
1810 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
05/22/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

SBCIRCLE2113 Vacant
2113 Seabrook CIR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
05/22/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

VACA12 Vacant (Personal Storage)
2111 Seabrook CIR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
05/22/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {05/01/2015} And {05/31/2015}

VACA11 Vacant (personal storage)
2109 Seabrook CIR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
05/22/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

BAYPORT1902 Walgreens
1902 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
05/15/2015		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			**0.00**	

SEABROOKCIR2 Weight Tech
2105 Seabrook CIR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
05/22/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			**0.00**	

Grand Total Activities: 42 **Grand Totals:** 0.00 0.00

The Seabrook Comprehensive Master Plan Review Commission, City Council, Economic Development Corporation, and Planning and Zoning Commission met on Thursday, May 14, 2015 in special joint session at Seabrook City Hall, 1700 First Street, Seabrook, Texas to consider and if appropriate, take action on the agenda items listed below:

THOSE PRESENT WERE:

MASTER PLAN REVIEW COMMISSION

TRACIE SOICH	CHAIR
GUY ROGERS – Ex. Abs.	VICE-CHAIR
GLENNA ADOVASIO	MEMBER
KIM MORRELL	MEMBER
DARRELL PICHA	MEMBER
GARY RENOLA	MEMBER
CODY WILSON	MEMBER

CITY COUNCIL

GLENN R. ROYAL	MAYOR
ROBERT LLORENTE – Ex. Abs.	COUNCIL PLACE NO. 1
MIKE GIANGROSSO	COUNCIL PLACE NO. 2
GARY JOHNSON	MAYOR PRO TEM & COUNCIL PLACE NO. 3
MELISSA BOTKIN	COUNCIL PLACE NO. 4
THOM KOLUPSKI	COUNCIL PLACE NO. 5
O. J. MILLER	COUNCIL PLACE NO. 6

ECONOMIC DEVELOPMENT CORPORATION

PAUL R. DUNPHEY	PRESIDENT
TERRY CHAPMAN	VICE-PRESIDENT
ERNIE DAVIS	SECRETARY
BRENDA VESELENY	MEMBER
GARY BELL	TREASURER

PLANNING & ZONING COMMISSION (A quorum was not present)

MICHAEL POTTS	CHAIRMAN
BUDDY HAMMANN - Absent	VICE CHAIRMAN
ROSEBUD CARADEC	MEMBER
MIKE DEHART - Absent	MEMBER
DODIE MILLER	MEMBER
MICHAEL SHARPE – Ex. Abs.	MEMBER
BOLIVAR LEWIS – Ex. Abs.	MEMBER

FREESE AND NICHOLS (Consultants)

DAN SEFKO	PROJECT DIRECTOR
SHAD COMEAUX	PROJECT MANAGER
MICHELLE QUEEN	PROJECT PLANNER
SUE DARCY	MARSH DARCY PARTNERS
ALAN MUELLER	MARSH DARCY PARTNERS

STAFF

GAYLE COOK	CITY MANAGER
SEAN LANDIS	ASSISTANT CITY MANAGER AND DIRECTOR OF COMMUNITY DEVELOPMENT
PAUL CHAVEZ	DIRECTOR OF ECONOMIC DEVELOPMENT
LEAANN DEARMAN	DIRECTOR OF COMMUNICATIONS

STEVE WEATHERED	CITY/EDC ATTORNEY
ALESIA HAMMOCK	SECRETARY

Mayor Royal called the meeting to order at 6:30 p.m.

1.0 ROUTINE PUBLIC COMMENTS AND ANNOUNCEMENTS

Carol Curtiss, 910 Hall Street, stated that she recently opened a shop call The Treasure Chest. Ms. Curtiss stated that since her shop was located off of the main thoroughfare, she was interested in signage and other ways to advertise her business.

2.0 NEW BUSINESS

2.1 Discussion, consideration and possible action regarding the review and update of the Comprehensive Master Plan.

Representatives of Freese and Nichols, consultants for the Master Plan Review, facilitated the meeting. After introductions were made, the members were seated in groups with a consultant representative. Each group was asked to discuss their issues, visions, and goals.

After extensive discussion the key points from each group are:

- Highway 146 Expansion
- Old Seabrook
- The Waterfront
- Maximizing Mobility
- Community ownership
- Unified character
- Transportation planning
- Enough detail and clear direction for implementation
- Intrinsic plan
- Periodic reviews/updates
- Enforce/uphold plan goals
- Accountability/transparency
- Park and trail connectivity (east/west)
- Use as guiding principles document for Council, Commission, boards

Motion was made by Mike Giangrosso and seconded by Gary Bell

To adjourn the Special Joint Meeting.

MOTION CARRIES BY UNANIMOUS CONSENT

Having no further business the meeting was adjourned at 8:15 p.m.

Approved by the Master Plan Review Commission on the 8th day of June, 2015.

Tracie Soich, Chair

Approved by the City Council on the _____ day of _____, 2015.

_____
Glenn R. Royal, Mayor

Approved by the Economic Development Corporation on the _____ day of _____, 2015.

_____
Paul R. Dunphey, President

Alesia Hammock
Alesia Hammock, Secretary

The City Council of the City of Seabrook met in regular session on Tuesday, June 2, 2015 at 7:00 p.m. in Seabrook City Hall, 1700 First Street, Seabrook, Texas to discuss, consider and if appropriate, take action on the items listed below.

THOSE PRESENT WERE:

GLENN R. ROYAL	MAYOR
ROBERT LLORENTE	COUNCIL PLACE NO. 1
MIKE GIANGROSSO	COUNCIL PLACE NO. 2
GARY JOHNSON	MAYOR PRO TEM & COUNCIL PLACE NO. 3
MELISSA BOTKIN	COUNCIL PLACE NO. 4
GLENNA ADOVASIO	COUNCIL PLACE NO. 5
O. J. MILLER	COUNCIL PLACE NO. 6
GAYLE COOK	CITY MANAGER
SEAN LANDIS	ASSISTANT CITY MANAGER
STEVEN L. WEATHERED	CITY ATTORNEY
MICHELE L. GLASER	CITY SECRETARY

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

1.0 PRESENTATIONS

1.1 Administer the Oath of Office to Robert Llorente, Councilmember, Position 1. (Glaser)

Mrs. Glaser administered the oath of office to Councilor Llorente.

1.2 Recognize volunteers Melanie Bentley, David Fosdick, Cristin Rogers, Jess Strickland and Tara Canales for their contributions to the parks, open spaces and trails. (Open Space & Trails Committee)

Ms. Helen Burton, Chair of the Open Space and Trails Committee and Mayor Royal recognized the volunteers for outstanding work in cleaning, weeding, planting, watering, and maintaining various areas of several city park properties.

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

Mrs. Burton reported on various activities for the previous quarter, including landscaping projects in various parks, relocation of the free library to the swimming pool, completion of a five-year wish list and an update of the "to do" list. Council thanked committee members and volunteers for their hard work.

1.4 Presentation by Charlie Jenkins, Managing Director, with the Port of Houston Authority(POHA) to include but not limited to the Rail, Quiet Zones, Sound Barrier options, and Seabrook Rail Spur Noise Barrier Review. (PHA)

Mr. Jenkins, POHA, gave a presentation as shown in Exhibit A which is attached and made a part of these minutes. He stated that the Port would like to renegotiate and amend the 2007 agreement regarding: 1) the sound wall; 2) berm planting; 3) the addition of two additional rail tracks north of the berm; and 4) changes to the flow ponds to allow water to flow into Pine Gully more quickly to prevent sedimentation.

2.0 PUBLIC COMMENTS AND ANNOUNCEMENTS – None.

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

Councilor Giangrosso announced several upcoming events.

3.0 BID AWARDS

3.1 Consider and approve the exchange of property owned by Pacific Ridge Development Company, LLC consisting of 8.071 acres of property out of Ritson Morris Survey, Abstract 52 for city owned property consisting of 3.405 acres out of the Ritson Morris Survey, Abstract 52, Harris County (Public Works Yard) and authorize the City Attorney to draft an Ordinance or Resolution outlining the terms/conditions of the exchange. (Cook)

Ms. Cook stated that this exchange has been rebid due to a discrepancy in the total acres. Only one bidder responded, who also submitted the original bid.

Motion was made by Councilor Llorente and seconded by Councilor Botkin

To approve the exchange of property owned by Pacific Ridge Development Company, LLC and authorize the City Attorney to draft an ordinance or resolution outlining the terms/conditions of the exchange.

MOTION CARRIED BY UNANIMOUS CONSENT.

4.0 CONSENT AGENDA

4.1 Approve an agreement with Denton, Navarro, Rocha, Bernal, Hyde & Zech, P.C. for special counsel legal services relating to police civil service and other labor and employment related matters and authorize the city manager to execute same. (Cook)

4.2 Approve lease-purchase agreement for a new Xerox copier and corresponding maintenance agreement and authorize the city manager to execute the agreements.

This was a cooperative purchase through Harris County Department of Education. (Cook)

4.3 Approve proposed Resolution No. 2015-13, "Creation of a Neighborhood Empowerment Zone #4 'Old Seabrook.'"

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, CREATING A NEW NEIGHBORHOOD EMPOWERMENT ZONE, TO BE DESIGNATED AS THE "NEIGHBORHOOD EMPOWERMENT ZONE 4", ESTABLISHING ITS BOUNDARIES TO COINCIDE WITH THE "OLD SEABROOK DISTRICT" AS REFERENCED IN THE "OFFICIAL ZONING MAP", SECTION 2.05 SEABROOK CITY CODE OF ORDINANCES, APPENDIX A, "COMPREHENSIVE ZONING", ARTICLE 2, "ADMINISTRATION", AS CURRENTLY DEPICTED IN EXHIBIT "A", ATTACHED HERETO AND INCORPORATED BY REFERENCE, AND OTHER MATTERS RELATING THERETO

4.4 Approve an extension of the term of the Master Plan Review Commission until July 1, 2016 as provided for in the Seabrook City Charter, Chapter XI, Section 11.23. (Landis)

4.5 Approve Investment Report for 2nd quarter 2014-15. (Lab)

4.6 Approve the minutes of the May 4, 2015 special City Council meeting. (Glaser)

4.7 Approve the minutes of the May 19, 2015 special City Council meeting. (Glaser)

4.8 Approve the minutes of the May 19, 2015 regular City Council meeting. (Glaser)

Motion was made by Councilor Giangrosso and seconded by Councilor Johnson

To approve the Consent Agenda as presented.

MOTION CARRIED BY UNANIMOUS CONSENT.

END OF CONSENT AGENDA

Mayor Royal announced a change in the agenda order.

7.0 EXECUTIVE SESSION

At 7:45 p.m. Mayor Royal announced that the City Council would hold a closed executive meeting pursuant to the provisions of the Open Meetings Act, Chapter 551, Government Code, and Vernon's Texas Codes Annotated, in accordance with the authority contained in Section 551.071, Consultation with Attorney.

Section 551.071

7.1 Consult with attorney to receive legal advice on legal issues associated with a Memorandum of Understanding with the Port of Houston Authority. (Cook)

8.0 OPEN MEETING

At 8:04 p.m. Mayor Royal reconvened the meeting in open session and stated that Item 7.1 had been discussed, but that no action had been taken in executive session.

8.1 Consider and authorize approval or further action on a Railroad Quiet Zone with the Port of Houston (PHA) for three proposed at grade crossings around the Red Bluff and SH 146 intersection. (Cook)

(Editorial Note: Discussion on the funds set aside for the sound barrier is included in Section 8.2 below.)

Motion was made by Councilor Miller and seconded by Councilor Llorente

To proceed with the notice of intent for the railroad quiet zone at SH 146 and Red Bluff contingent upon due diligence and structuring an appropriate agreement that will be returned to the city and authorize the city manager to sign the notice of intent.

MOTION CARRIED BY UNANIMOUS CONSENT

8.2 Consider and authorize options and further action concerning the Rail-Sound Barrier project as per the Memorandum of Understanding (MOU) with the Port of Houston Authority (POHA).

Mayor Royal asked if the city would be able to use the previously allotted $1,600,000 if sound walls were not built and requested that the city be allowed to hold these funds in escrow. Mr. Jenkins stated that on a staff level, the escrow would be appropriate, subject to releasing the POHA from liability for noise associated with the rail.

Motion was made by Councilor Johnson and seconded by Councilor Giangrosso

To authorize the City of Seabrook and POHA to proceed with an amendment to the MOU to not build the sound barrier, provide for due diligence for formal acceptance and escrow $1,600,000 to the City of Seabrook that had been set aside by the POHA for construction of the sound barrier.

Ms. Cook asked if her assumption was correct that the sound barrier project could not be reinstated in the future if Council agreed not to use the funds to build a sound barrier at this time. Mr. Jenkins stated that it would be a completely new and separate negotiation at that point, but he assumed that the POHA would have already secured a release from liability from rail noise if the funds were to be escrowed in a city account.

In discussing the motion, Ms. Cook stated that it was her understanding that the POHA is seeking direction in the scope of the project tonight, not final approval of new contract documents. Mr. Jenkins agreed and stated that it is his understanding from tonight's motion that the POHA could have the confidence that the sound wall will be dealt with as a separate issue and that the city and the POHA attorneys and staff would develop an agreement to be considered by both governing bodies at a future date. He also stated that it was his understanding that the city has expressed interest in partnering with the POHA on development of quiet zones which will also be included in a document for formal acceptance. Ms. Cook and Mr. Jenkins agreed that nothing would be finalized until the new documents are prepared, approved and signed by both parties.

Motion was made by Councilor Johnson and seconded by Councilor Giangrosso

To amend the motion to authorize the POHA and the city to proceed with due diligence for formal acceptance.

AMENDED MOTION CARRIED BY UNANIMOUS CONSENT.

5.0 NEW BUSINESS

5.1 Consider presentation of Residential Traffic Management Plan for approval and implementation. (Cook)

Mark Ingram, Cobb Fendley & Associates, gave a presentation regarding items to be addressed in the Residential Traffic Management Plan, which include, but are not limited to, no parking zones, cut through traffic issues, pedestrian crossing requests, school zone safety, speed control and intersection control (all way stops, traffic signals and roundabouts) on residential streets. Mr. Ingram stated that the goal was to provide compliance with the Texas Manual on Uniform Traffic Devices and the Texas Administrative Code. Ms. Cook stated that implementation of the plan will allow the city to administer a uniform, logical and consolidated process for handling requests and complaints. She added that the plan would allow staff to authorize some changes without Council consent; however, changes to speed limits and stop signs would go back to Council in ordinance form. Mayor Royal recommended the use of media to educate citizens about the plan and resulting procedures and to remind the public to drive courteously.

Motion was made by Councilor Botkin and seconded by Councilor Llorente

To approve implementation of the proposed Residential Traffic Management Plan as presented.

MOTION CARRIED BY UNANIMOUS CONSENT.

5.2 Consider approval of a proposal from Cobb Fendley, City Engineers, for a Thoroughfare Plan in amount not to exceed $55,633.00. (Cook)

Ms. Cook stated that most cities have a thoroughfare or mobility plan as a part of a comprehensive master plan . Mr. Ingram explained that a thoroughfare plan would establish alignments for roadway corridors, establish functional classifications for all roads, set standards for current and future conditions and help identify available funding opportunities. Mr. Ingram recommended that the city ask H-GAC to be on the steering committee to aid in funding requests. Mr. Ingram stated that Cobb Fendley will work with Freese Nichols to coordinate the thoroughfare plan with the master plan.

In answer to questions from Council, Mr. Ingram stated that the proposed expansion of SH 146 will be taken into account when drafting the plan which typically is updated every 10 years. Traffic data from TxDOT and HGAC will be used to develop the plan. Scenarios will also be developed to address mobility if SH 146 is not expanded. The scope of the project is inclusive of all scenarios. A complete thoroughfare plan could allow TxDOT to support funding for roadways. The plan will take 5-8 months to prepare.

Ms. Cook stated that t a surplus in the FY 2014/15 budget could be used to fund the plan.

Motion was made by Councilor Llorente and seconded by Councilor Botkin

To approve a proposal from Cobb Fendley, City Engineers, for the creation and drafting of a thoroughfare plan in amount not to exceed $55,633.00.

MOTION CARRIED BY UNANIMOUS CONSENT.

5.3 Consider renaming Second Street in Seabrook to Main Street and steps to be taken to rename. (Royal)

Assistant City Manager, Sean Landis, gave a presentation defining the area to be renamed. An inventory of businesses and residences in the corridor showed that 17 businesses and 3 residences would be affected by the name change. Vacant properties were not included in the inventory.

Mr. Landis stated that, if approved tonight, staff would provide public notice in the official newspaper of the proposed change, mail individual notices to property owners within 200 feet of the proposed change (which would be approximately 73 property owners), hold a public hearing and prepare an ordinance approving the name change. Mr. Landis reported that the post office has no issues with the change.

Mayor Royal suggested that the Seabrook Economic Development Corporation (SEDC) consider granting a $250 reimbursement to each affected property owner to reimburse costs incurred by the street name change.

Motion was made by Councilor Giangrosso and seconded by Councilor Llorente.

To authorize staff to initiate procedures to allow Council to consider renaming Second Street in Seabrook to Main Street.

MOTION CARRIED BY UNANIMOUS CONSENT.

5.4 Consider appointment of a Mayor Pro Tem for 2015/16. (Council)

Mayor Royal stated that he traditionally does not vote on the appointment of mayor pro tem. He opened the floor for nominations. Councilor Llorente nominated Council Johnson for reappointment. No other nominations were submitted.

Motion was made by Councilor Llorente and seconded by Councilor Giangrosso

To approve the reappointment of Councilor Gary Johnson to the position of Mayor Pro Tem for a one-year term, beginning June 2015 and ending June 2016.

Ayes: Adovasio, Botkin, Giangrosso, Johnson, Llorente and Miller.
Abstain: Royal.

MOTION CARRIED.

5.5 Consider selection/appointment of council members as representatives and/or member of various organizations. (Council)

Motion was made by Councilor Llorente and seconded by Councilor Giangrosso

To approve appointment of councilmembers as representatives and/or members of various organizations as follows:

EDC MEMBER (in addition to Mayor)	O.J. Miller
BAY AREA-HOUSTON CONVENTION & VISITORS BUREAU	Mike Giangrosso Glenna Adovasio
BAY AREA HOUSTON ECONOMIC PARTNERSHIP	Robert Llorente, Rep. Gary Johnson, Alt.
BAY AREA TRANSPORTATION PARTNERSHIP	Robert Llorente, Rep.
CLEAR LAKE EMERGENCY MEDICAL CORPS	Mike Giangrosso Gary Johnson O.J. Miller
ECONOMIC ALLIANCE, PORT REGION	Melissa Botkin, Rep. Robert Llorente, Alt.

GALVESTON BAY FOUNDATION	O.J. Miller
HOUSTON-GALVESTON AREA COUNCIL	Glenn Royal., Rep. Gary Johnson, Alt.
HOTEL TAX LIAISON COMMITTEE	Glenna Adovasio Mike Giangrosso

MOTION CARRIED BY UNANIMOUS CONSENT.

6.0 ROUTINE BUSINESS

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

Mayor Royal reported that TxDOT has begun negotiations with Union Pacific Railroad for land acquisition of right-of-way for the SH 146 expansion.

Ms. Cook stated that completion of the splash pad has been delayed due to heavy rains.

Motion was made by Councilor Giangrosso and seconded by Councilor Johnson

To approve the Action Items Checklist.

MOTION CARRIED BY UNANIMOUS CONSENT.

6.2 Consider and discuss approval of Budget Meeting dates for the FY 2015-16. (Lab)

Budget work sessions have been tentatively scheduled to be held on July 14 and 28 and on August 11 at 7:00 p.m.

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

The council group photo will be taken on June 16 at 6:45 p.m., provided that all members can attend.

Upon a motion duly made and seconded, Mayor Royal adjourned the meeting at 9:09 p.m.

Approved this 23rd day of June 2015.

_____
Glenn R. Royal, Mayor

_____
Michele L. Glaser, TRMC
City Secretary

Bayport/Seabrook Rail Served Industrial Development Update

June 2, 2015

Charlie Jenkins
Managing Director, Channel Development & Environmental Affairs

PORT of HOUSTON AUTHORITY

Bayport/Seabrook Rail Served Industrial Development Overview

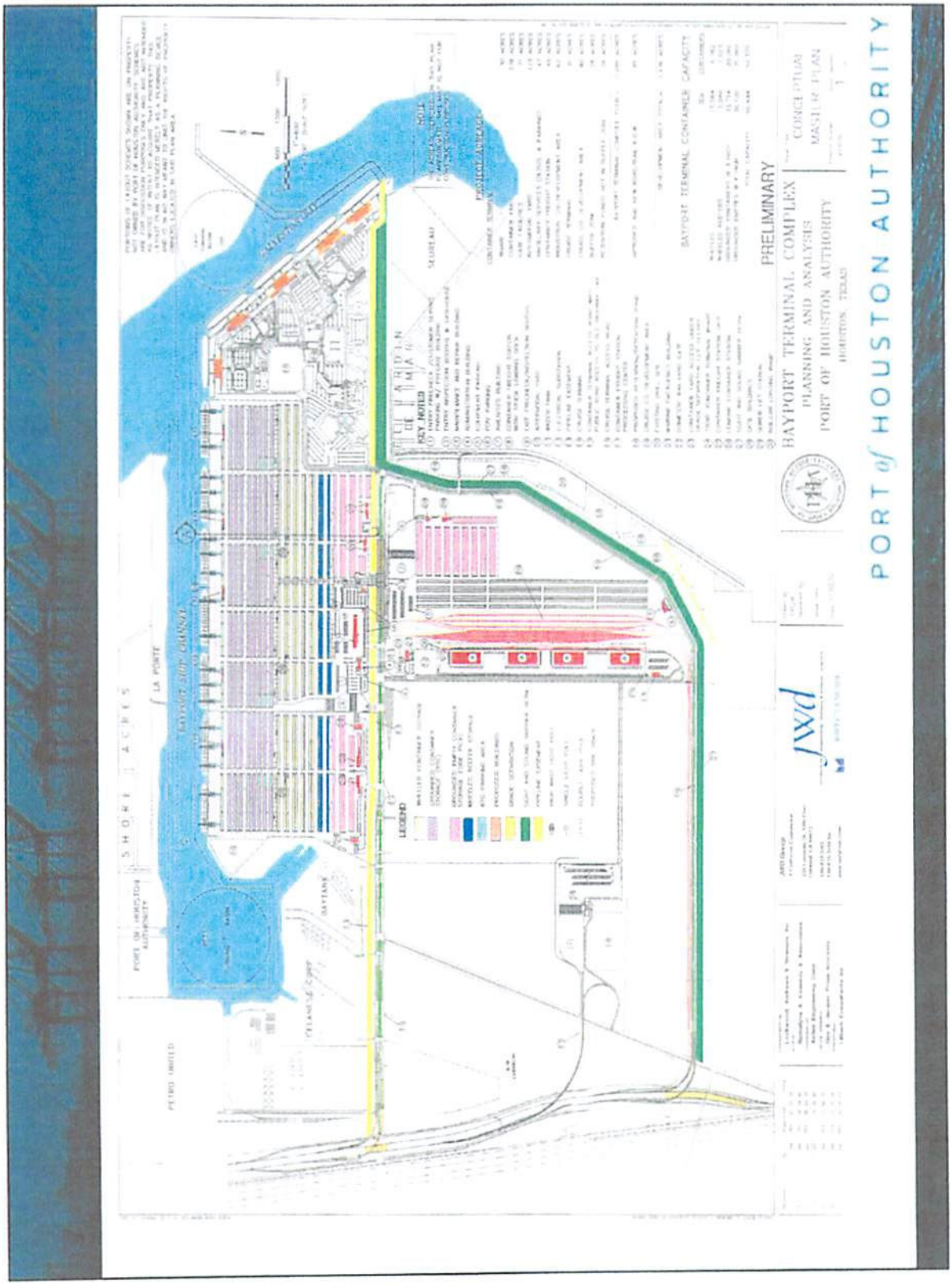
- Development of the area is subject to the 2007 Settlement Agreement (Seabrook and PHA)
- Goal of the project to provide increased economic opportunity for the region
- Phase I - building the berm and providing Union Pacific rail access to service future warehouse and intermodal terminal operations associated with the Bayport Terminal
- Phase II will be the development of the Bayport Intermodal Yard (+/-5 years)

PORT of HOUSTON AUTHORITY

Bayport Industrial Lead Development

- This project will:
  - change existing PolyOne rail operations,
    - moves switching of the facility from the north instead of the south
    - eliminates trains crossing Red Bluff and train horns due to that activity
    - $2.34M at PHA expense, will discuss sound impacts later
  - establish a rail quiet zone, at PHA expense, at the crossing of SH 146 and Old SH 146
    - A quiet zone is a section of a rail line at least one-half mile in length that contains one or more consecutive public highway-rail grade crossings at which locomotive horns are not routinely sounded when trains are approaching the crossings. $ TBD
  - include installation of rail track oilers in the track curve as the rail crosses from the current rail corridor across SH 146, $25,000 fixed and annual expense

PORT of HOUSTON AUTHORITY


PORT of HOUSTON AUTHORITY
PRELIMINARY
BAYPORT TERMINAL COMPLEX
PLANNING AND ANALYSIS
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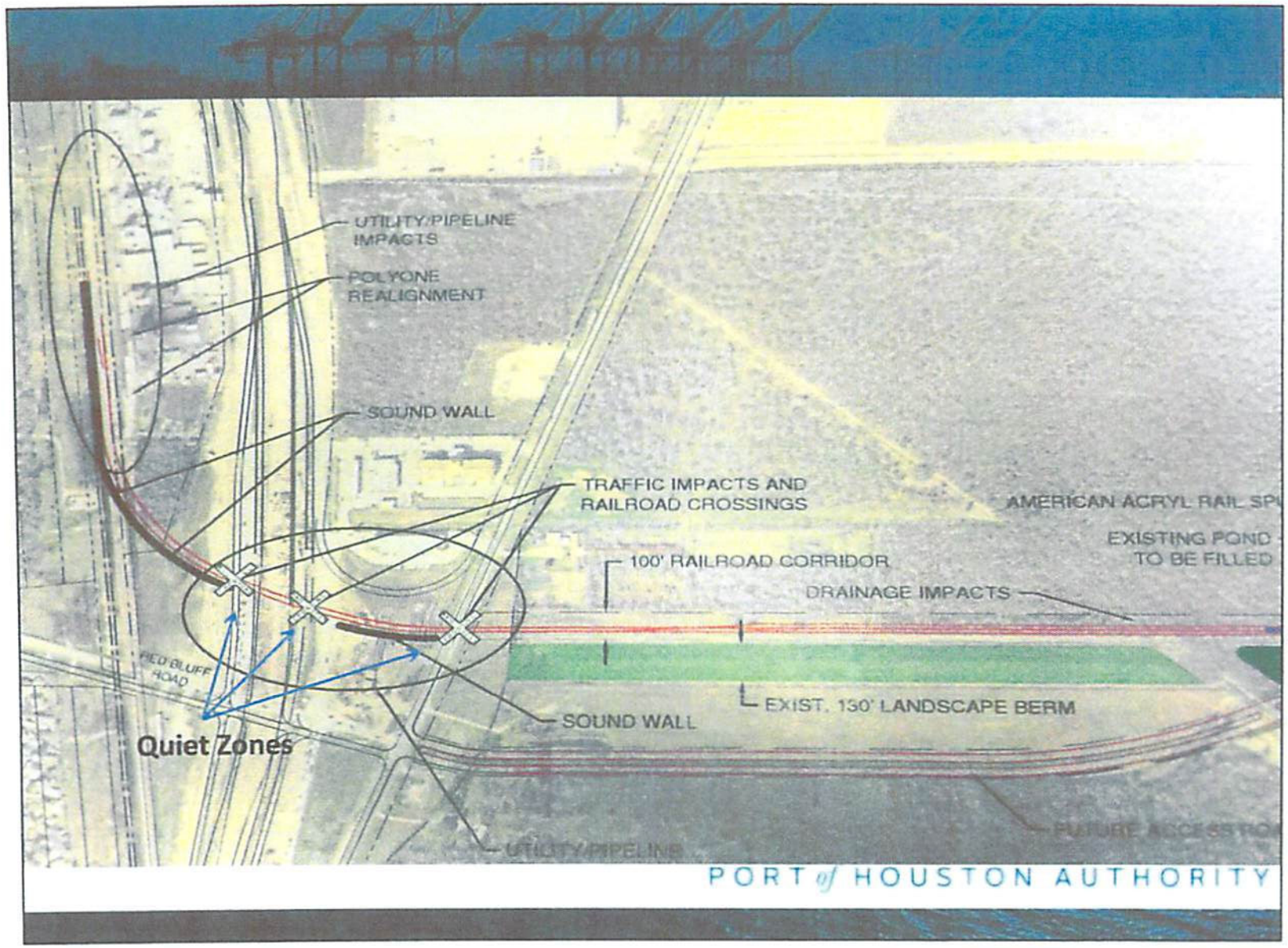
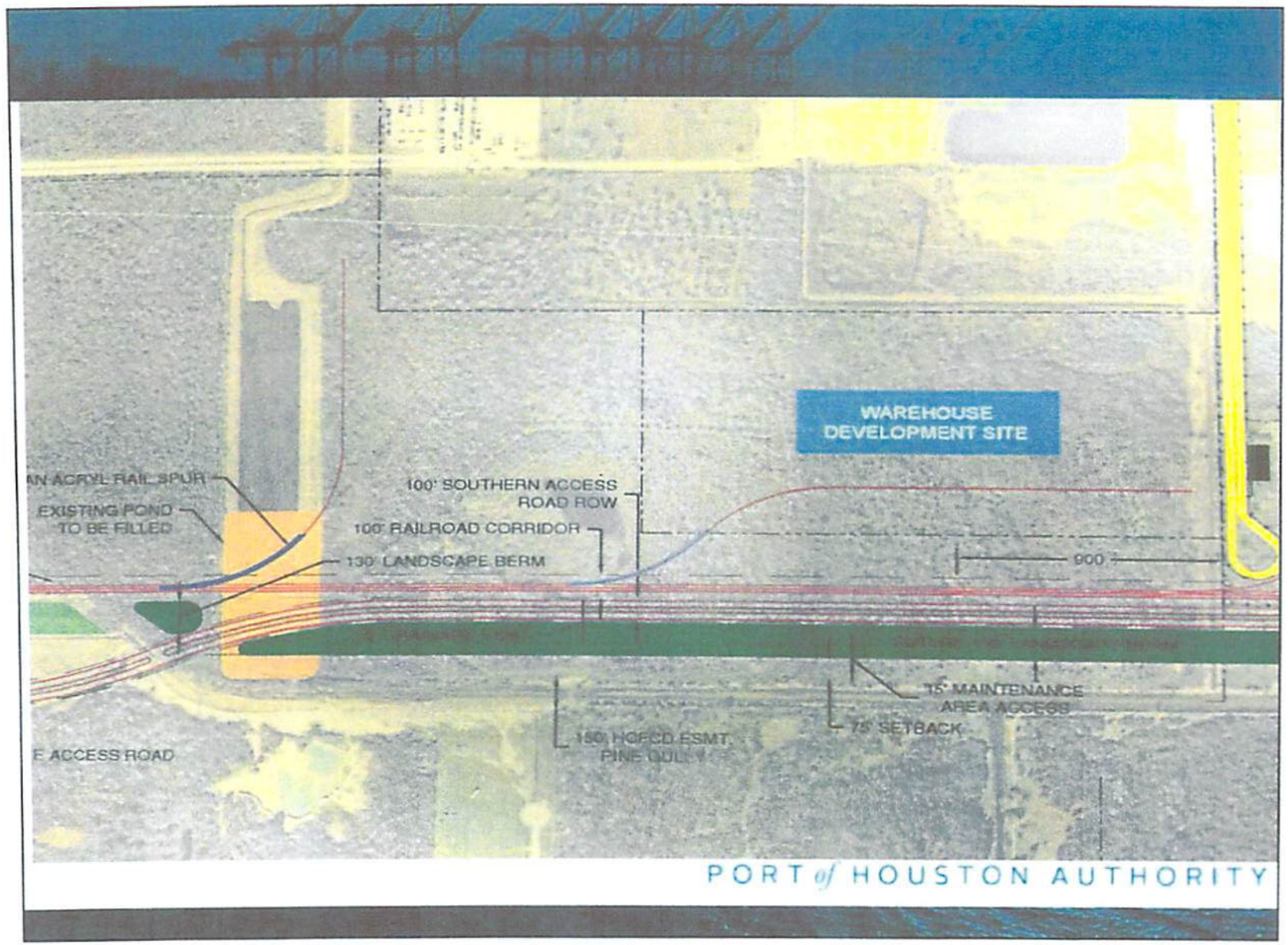
HOUSTON, TEXAS
CONCEPTUAL
MASTER PLAN
KEY NOTES
LEGEND
BAYPORT TERMINAL CONTAINER CAPACITY
SHIP CHANNEL
LA PORTE
BAYPORT SHIP CHANNEL
SHORE ACRES
PORT OF HOUSTON AUTHORITY
PETRO UNITED
CLEAR CREEK
BAYTANK

Sound Wall

- Per the terms of the Settlement Agreement the PHA agreed to spend up to $1.6M for a mutually agreed upon sound wall
- PHA, at their expense, contracted an independent 3rd party to review existing noise levels and anticipated changes as a result of Phase I and Phase II activities

PORT of HOUSTON AUTHORITY


UTILITY/PIPELINE IMPACTS
POLYONE REALIGNMENT
SOUND WALL
TRAFFIC IMPACTS AND RAILROAD CROSSINGS
AMERICAN ACRYL RAIL SP
EXISTING POND TO BE FILLED
100' RAILROAD CORRIDOR
DRAINAGE IMPACTS
RED BLUFF ROAD
EXIST. 130' LANDSCAPE BERM
SOUND WALL
Quiet Zones
UTILITY/PIPELINE
PORT of HOUSTON AUTHORITY


WAREHOUSE
DEVELOPMENT SITE
AN ACRYL RAIL SPUR
EXISTING POND
TO BE FILLED
100' SOUTHERN ACCESS
ROAD ROW
100' RAILROAD CORRIDOR
130' LANDSCAPE BERM
900
75' MAINTENANCE
AREA ACCESS
75' SETBACK
150' HCFCD ESMT.
PINE GULLY
E ACCESS ROAD
PORT of HOUSTON AUTHORITY

Noise Barrier Review

- Computer modeling results for four representative residential receiver points results indicate that a noticeable reduction in rail noise levels will occur as a result of the proposed improvements, without the construction of a noise barrier. This is due to:
  - At grade crossings at TX-146 and Old Highway 146 will be Quiet Zones that will not require horn soundings.
  - Trains entering PolyOne will do so from the north, meaning shunting of trains in the vicinity of Red Bluff Rd will no longer be required, no horn required
  - Future freight trains will travel through the area at slow speeds without stopping

PORT of HOUSTON AUTHORITY

Seabrook Rail Spur Noise Barrier Review

- The results show that a majority of the receivers will experience a noticeable reduction in noise as a result of the proposed rail improvements and the barrier configurations would only achieve a marginal benefit in terms of overall maximum noise levels for some of the residential receivers.

Location	Existing L_{Amax} (dBA) No Barrier	Future L_{Amax} (dBA)					
		No Barrier	Barrier 1	Barrier 2A	Barrier 2B	Barrier 3	Barrier 4
Receiver A	99	71	71	71	71	71	71
Receiver B	81	75	76	75	71	72	72
Receiver C	82	77	78	75	74	75	77
Receiver D	81	79	78	78	79	78	78

Note 1: Barriers have been conservatively modelled as reflective – this means that for some receivers, a marginal increase (<1dBA) in noise is predicted with the introduction of a barrier.

PORT of HOUSTON AUTHORITY

Sound Wall Study Interpretation

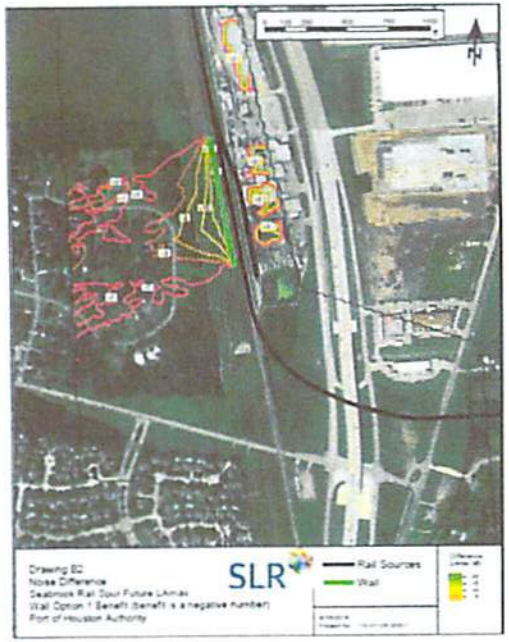
- A standard goal for installing a barrier for noise abatement is that there will be at least a 5 dBA benefit to the residential receivers.
- Operational modifications and quiet zone installation will provide for a 2 dBA to 18 dBA improvement with no sound wall
- In some scenarios a sound wall serves to increase the noise level
- In no instance is there a sound wall design that lowers noise across the entire study area, there is no design that has a 5 dBA or greater benefit

PORT of HOUSTON AUTHORITY

Seabrook Rail Spur Noise Barrier Review

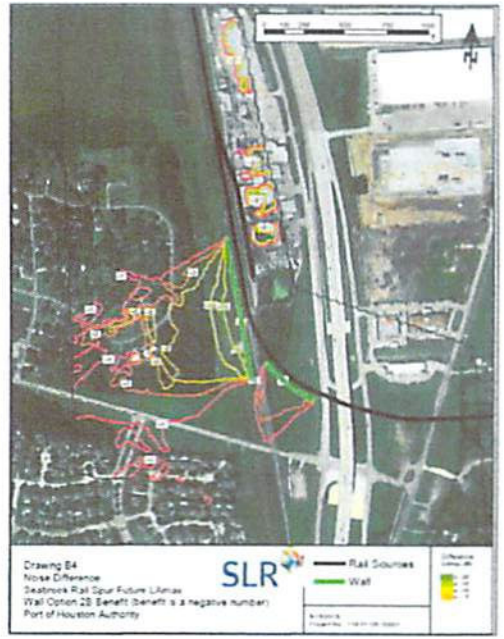
Five Different noise barrier designs were modeled.

Barrier 1 – 23' x 825'



Barrier 2A – 18' x 1068'

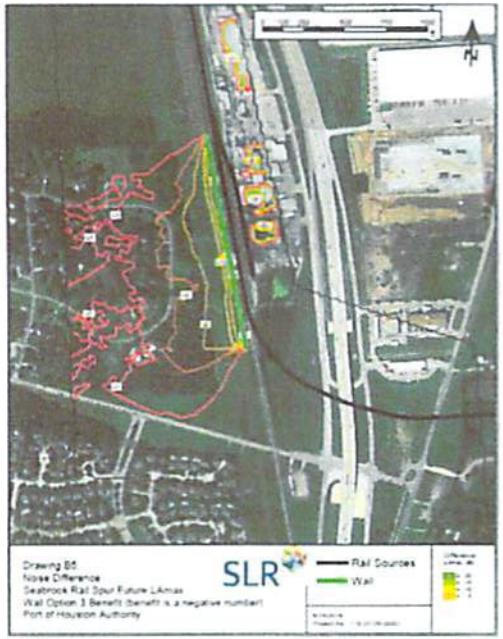
Barrier 2B – 18' x 900' + 400'



PORT of HOUSTON AUTHORITY

Seabrook Rail Spur Noise Barrier Review

Barrier 3 – 14' x 1362'



Barrier 4 – 10' x 1630'

PORT of HOUSTON AUTHORITY

Quiet Zone Roles & Responsibilities

The following table describes the responsibilities of each of the organizations involved in establishing Quiet Zones at the planned railroad crossings on the SH 146 entrance and exit ramps and on Old SH 146.

Responsible Organization	Activity
CTC Contract	Prepare initial Federal Grade Crossing Inventory forms for the three new crossings (SH 146 entrance and exit ramps and Old SH 146); this includes getting Grade Crossing Inventory numbers assigned by the Federal Railroad Administration (FRA). Inventory forms require roadway and railroad traffic counts. **Note: This step has been completed. Inventory Numbers have been assigned and initial Inventory Forms have been completed by CTC.**
Port of Houston Authority	Construct all Quiet Zone requirements (flashing lights and gates on SH 146 entrance and exit ramps and flashing lights and gates with median separators on Old SH 146) as part of the spur track construction.
CTC Contract	After construction, prepare updated Federal Grade Crossing Inventory forms for the crossings, identifying the presence of the improvements required to establish a Quiet Zone.
CTC Contract	During construction, prepare a Notice of Intent to Establish a Quiet Zone to be sent to the following entities for comment: • City of Seabrook Police Department, as the law enforcement agency having jurisdiction over roadway traffic at the crossings • Texas Department of Transportation (TxDOT) • Union Pacific Railroad, as the railroad operating over the crossings The notice must include : • Identification of the crossings involved • Statement that Quiet Zone will be in effect 24 hours per day • Description of the safety improvements to be installed at each crossing • A contact person with contact information • Identification of those receiving the Notice of Intent

PORT of HOUSTON AUTHORITY

Quiet Zone Roles & Responsibilities

City of Seabrook	Sign and issue the Notice of Intent
CTC Contract	After construction, Prepare a Notice of Quiet Zone Establishment to be sent to the following entities at least 21 days prior to the date the Quiet Zone will become effective. • The Notice of Establishment must be sent to the entities listed above PLUS the FRA Associate Administrator for Safety. The Notice of Quiet Zone Establishment must include the information listed above PLUS the following information: • The effective date of the Quiet Zone • The regulatory provision that is the basis for establishing the Quiet Zone – in this case 49 CFR 222.39(a)(1) • The Federal Grade Crossing Inventory forms described above for the crossings, providing the information before the safety improvements were implemented and the information after the safety improvements were implemented. • Statement the Notice of Intent was provided as required by the regulations and the date it was issued • The person responsible for monitoring compliance and that person's contact information
City of Seabrook	• Statement by the Chief Executive Officer of the City of Seabrook that the information submitted is accurate and complete to the best of his/her knowledge.
City of Seabrook	Sign and issue the Notice of Quiet Zone Establishment
City of Seabrook	Every 4 ½ to 5 years after establishment, provide to the FRA Associate Administrator for Safety: • Affirmation that the safety improvements implemented at the crossings continue to conform to the regulations, with copies sent to each of the parties that received the Notice of Quiet Zone Establishment • An updated Federal Grade Crossing Inventory form for each crossing in the Quiet Zone.

PORT of HOUSTON AUTHORITY

Go Forward

- Decision on sound wall
  - Build
    - Which barrier
  - Don't build
    - Amend 2007 agreement?
      - Berm Planting
      - Rail cross-section
      - Ponds

PORT of HOUSTON AUTHORITY

CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: TUESDAY, JUNE 23, 2015

Submitter/Requestor: Gayle Cook **Date Submitted: 6/5/2015 8:37:39 AM**

Presenter: Council

Description/Subject:

Mr. Chisler's second term on the Civil Service Commission expires in June 2015. I am appointing him to a third term to expire in June 2018, subject to ratification of the City Council.

Purpose/Need: NA

Background/Issue(What prompted this need):

Impacted Parties(Expected/Notified):

Miscellaneous Comments:

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

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

Funding Comments:

Where on the agenda should this item be placed?

Consent Agenda

Suggested Motion:

Agenda Language:

Ratify the city manager's re-appointment of John Chisler to a third term on the Civil Service Commission, to end June 2018. (Cook)

City Manager Review:

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

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

Rev. 05/14

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

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

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

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

Board of Adjustment/Building Standards _____ Civil Service Commission _____

EDC _____ Ethics Review Commission _____ Open Space & Trails Commission _____

P&Z Commission _____ MASTER PLAN ✓

All INFORMATION ON THIS APPLICATION WILL BECOME PUBLIC RECORD.

NAME: THOM KOLWASKI

HOME ADDRESS: [redacted]

HOME PHONE: [redacted] CELL PHONE: [redacted]

E-MAIL ADDRESS : [redacted]

DAY TIME PHONE: CELL

PROFESSION: ARCHITECTURAL CONSULTANT

BUSINESS NAME AND ADDRESS: TGK + ASSOCIATES

PERSONAL REFERENCES:

Name	Address	Daytime Phone #

How long have you lived in the City of Seabrook? 15 YEARS

Name of Applicant _____

If you have been a member of a Seabrook Board/Commission/Corporation before, please indicate the Board, Commission or Corporation and the approximate dates of service:
2010 MASTER PLAN, P&Z (6 YEARS), CITY COUNCIL (5 YEARS
EDC (2 YEARS)

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

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

Please list any civic or community endeavors in which you have been involved:
[redacted] HOMEOWNERS BOARD (3 YRS.)
[redacted] ARCHITECTURAL REVIEW (3 YRS)

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

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

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

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

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

Signature _____ Date 6-7-15

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

This application will remain on file for one year.

OFFICE USE ONLY

Date Submitted __/__/__ **Received by:** _____ **Date(s) Interviewed** _____
Comments: _____

Date Appointed: _____

CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: TUESDAY, JUNE 23, 2015

Submitter/Requestor: Michele Glaser **Date Submitted: 6/10/2015 11:03:28 AM**

Presenter: Council

Description/Subject:

Reappointments of John Dolan and Sue Langgard.

Purpose/Need: NA

Background/Issue(What prompted this need):

Impacted Parties(Expected/Notified):

Miscellaneous Comments:

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

Fiscal Impact:	Budgeted	Yes	Finance Officer Review:
	Budget Amendment Required	Yes	
	Future/Ongoing Impact	Yes	
	Budget Dept/Line Item Number		

Funding Comments:

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

Suggested Motion:

Agenda Language:

Reappoint John Dolan and Sue Langgard as regular members to the Zoning Board of Adjustment for two-year terms ending January 2017. (Council)

City Manager Review:

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

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

CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: TUESDAY, JUNE 23, 2015

Submitter/Requestor: Michele Glaser **Date Submitted: 6/5/2015 8:40:47 AM**

Presenter: Council

Description/Subject:

Current members are Helen Burton, Sally Antrobus, John Coggeshall, Monica Comeaux, Debra Harper, David Popken and Karen Tisdel. All members wish to be considered for reappointment.

Purpose/Need: Administration Issue

Background/Issue(What prompted this need):

Impacted Parties(Expected/Notified):

Miscellaneous Comments:

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

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

Funding Comments:

Where on the agenda should this item be placed?

Consent Agenda

Suggested Motion:

Agenda Language:

Reappoint Helen Burton, Sally Antrobus, Monica Comeaux, John Coggeshall, Debra Harper, David Popken and Karen Tisdel to the Open Space and Trails Committee with terms ending in June 2018. (Council)

City Manager Review:

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

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

CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: TUESDAY, JUNE 23, 2015

Submitter/Requestor: Cook **Date Submitted: 6/8/2015 12:25:07 PM**

Presenter: Cook/Dearman

Description/Subject:

Consider and discuss a new Seabrook City Event for the month of November 2015 along Second Street area.

Purpose/Need: NA

Background/Issue(What prompted this need):

Impacted Parties(Expected/Notified):

Miscellaneous Comments:

Attachments:
(Please list description of attachments and number of pages in each attachment)
worst case budget
exceeds expectations budget

Fiscal Impact:	Budgeted	Yes	Finance Officer Review:
	Budget Amendment Required	Yes	
	Future/Ongoing Impact	Yes	
	Budget Dept/Line Item Number		

Funding Comments:

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

Suggested Motion:

Agenda Language:

Consider approval of a new Seabrook city event on Second Street in November 2015 and the proposed budget for this event. (Cook and Dearman)

City Manager Review:

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

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

Celebration Seabrook
Worst Case Scenario

REVENUE			
Tickets: General Admission	$25	1250	$31,250
Tickets: 11 to 20 yrs.	$15	250	$3,750
Tickets: VIP	$100	100	$10,000
House Drink Tickets	$5	700	$3,500
Premium Drink Tickets	$10	600	$6,000
Vendor/Exhibitor Table	$200	15	$3,000
Vendor/Exhibitor Tent	$425	10	$4,250
Gold Sponsors	$2,500	2	$5,000
Silver Sponsors	$5,000	1	$5,000
Platinum Sponsor	$10,000	1	$10,000
Projected Income			**$81,750**

HOT EXPENDITURES			
Print Production, Advertising & Online Services			
Graphic Design			$1,000
Rack Card & Poster			$1,500
Sponsor & Direction Signs			$2,500
Banner			$500
Stage Banner			$350
Wristbands			$250
Website Fees			$550
Online Ticket Fees			$1,836
Radio			$15,000
eBlast			$100
Social Media			$3,000
PR/Media			$8,000
Total HOT Expenditures			**$34,586**

EVENT EXPENDITURES			
Venue, Rentals & Supplies			
Lot Rental			$500
Fencing			$3,000
Shuttles			$2,000
Equipment/Generators			$2,000
Tents			$16,000
Souvenir Glasses			$1,500
Table Cloths			$250
Ice			$1,500
Utensils/Dump Buckets			$108
Truck Rental			$487
Office Supplies			$500
Paper Supplies			$200

Celebration Seabrook
Worst Case Scenario

EVENT EXPENDITURES (CONTINUED)			
Venue, Rentals & Supplies (cont)			
Sanitation Stations			$125
Porta-Let			$1,800
VIP Décor			$2,000
			$31,970
Entertainment			
Bands			$20,000
Stage & Sound			$4,000
Kid Activities			$5,000
			$29,000
Alcohol			
Beer			$1,500
Wine			$5,000
			$6,500
Permits, Insurance			
Health Permit			$1,125
TABC Permit			$462
Charity Auction Permit			$241
Weather Insurance			$5,550
Weather Observation			$400
Insurance			$1,800
			$9,578
Labor & Additional Expense			
Security			$4,800
Contract Labor			$4,000
Gate Staffers			$3,400
Volunteer Expense			$400
Food			$500
			$13,100
FVTP Fees			
Production Fee			$35,000
Sponsor Commission Fees			$3,500
			$38,500
Total Expenditures			**$128,648**

Event Expenditures			$128,648
Revenue			$81,750
Remaining Balance			$46,898

Celebration Seabrook
Exceeding Expectations

REVENUE			
Tickets: General Admission	$25	2500	$62,500
Tickets: 11 to 20 yrs.	$15	400	$6,000
Tickets: VIP	$100	125	$12,500
House Drink Tickets	$5	900	$4,500
Premium Drink Tickets	$10	700	$7,000
Vendor/Exhibitor Table	$200	20	$4,000
Vendor/Exhibitor Tent	$425	15	$6,375
Gold Sponsors	$2,500	3	$7,500
Silver Sponsors	$5,000	2	$10,000
Platinum Sponsor	$10,000	1	$10,000
Projected Income			**$130,375**

HOT EXPENDITURES			
Print Production, Advertising & Online Services			
Graphic Design			$1,000
Rack Card & Poster			$1,500
Sponsor & Direction Signs			$2,500
Banner			$500
Stage Banner			$350
Wristbands			$250
Website Fees			$550
Online Ticket Fees			$1,836
Radio			$15,000
eBlast			$100
Social Media			$3,000
PR/Media			$8,000
Total HOT Expenditures			**$34,586**

EVENT EXPENDITURES			
Venue, Rentals & Supplies			
Lot Rental			$500
Fencing			$3,000
Shuttles			$2,000
Equipment/Generators			$2,000
Tents			$16,000
Souvenir Glasses			$1,500
Table Cloths			$250
Ice			$1,500
Utensils/Dump Buckets			$108
Truck Rental			$487
Office Supplies			$500
Paper Supplies			$200

Celebration Seabrook
Exceeding Expectations

EVENT EXPENDITURES (CONTINUED)			
Venue, Rentals & Supplies (cont)			
Sanitation Stations			$125
Porta-Let			$1,800
VIP Décor			$2,000
			$31,970
Entertainment			
Bands			$20,000
Stage & Sound			$4,000
Kid Activities			$5,000
			$29,000
Alcohol			
Beer			$3,000
Wine			$0
			$3,000
Permits, Insurance			
Health Permit			$1,125
TABC Permit			$462
Charity Auction Permit			$241
Weather Insurance			$5,550
Weather Observation			$400
Insurance			$1,800
			$9,578
Labor & Additional Expense			
Security			$4,800
Contract Labor			$4,000
Gate Staffers			$3,400
Volunteer Expense			$400
Food			$500
			$13,100
FVTP Fees			
Production Fee			$35,000
Sponsor Commission Fees			$3,500
			$38,500
Total Expenditures			**$159,734**

Event Expenditures			$125,148
Revenue			$130,375
Remaining Balance			-$5,227

CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: TUESDAY, JUNE 23, 2015

Submitter/Requestor: Cook **Date Submitted: 6/8/2015 12:33:19 PM**

Presenter: Cook

Description/Subject:

Consider approval of a proposal for decorative Christmas lighting along Second Street for the 2015 Christmas season.

Purpose/Need: Administration Issue

Background/Issue(What prompted this need):

Impacted Parties(Expected/Notified):

Miscellaneous Comments:

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

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

Funding Comments:

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

Suggested Motion:

Agenda Language:

Consider approval of a lease proposal for decorative holiday lighting along Second Street in an amount not to exceed $20,000 for FY 2014-15. This is an unbudgeted item. (Cook)

City Manager Review:

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

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

Artistic Holiday Designs

Estimate no: 100119
Estimate date: 6/9/2015

Seller Address:
2030 Parkes Drive
Broadview, IL 60155
708-223-8506
www.ArtisticHolidayDesigns.com
Derek Norwood
derekn@ArtisticHolidayDesigns.com

Contact: Gayle Cook
City of Seabrook
Buyer Address: 1700 1st st.
Seabrook, TX. 77586
Phone: 281-291-5688
E-mail: gcook@seabrooktx.gov
Fax:

Delivery Point:
TBD
Seabrook, TX. 77586
281-291-5688

Shipping Method: Sea / TBD
Shipping Terms: FOB Delivery Point
Delivery Date: TBD
Shipping Address: TBD
• Seabrook, TX. 77586

Product Photo	Reference #	Description	Ship Date	Quantity	Unit Price	Total Price
	170114	Vigo across street w- 3 m		6	$ 789.12	$ 4,734.72
	170113	Vigo pole décor H- 2m		6	$ 601.92	$ 3,611.52
	201754	etoile enchantee 3d floor standing- 3m		2	3,816.00	$ 7,632.00
	201756	Cadeau Enchantee 3d floor standing- 3r		2	3,960.00	$ 7,920.00
	201755	boule enchantee 3d floor standing- 3m		2	3,139.20	$ 6,278.40
	201753	Sapin De Noel 3d floor standing- 3m		6	3,283.20	
	250.6765	Green artificial PVC tree		1	4,965.00	$ 4,965.00
		H-20.8' tall LED c7				$ -
						$ -
	3 year	Rent to buy interest fee		1	1,757.08	$ 1,757.08
					Invoice Subtotal	$ 36,898.72
					Tax	0.00%
					Shipping	3,200.00
					Deposit	-
					TOTAL DUE	**$ 40,098.72**

Sales Confirmation Good until June 18, 2015
This Sales Confirmation is subject to the General Terms and Conditions hereto attached.

Payment Terms: 3 year rent to buy

Due upon acceptance	$ 15,499.57	Entire first year's fees plus the one time shipping charge
Due February 2016	$ 12,299.57	second years rental fees are due at the beginning of the second year
Due February 2017	$ 12,299.57	third years rental fees are due at the beginning of the third year
$1 buyout option in December 2017	$ 1.00	option to purchase equipment at the end of rental use

Payment Method:
Check/Bank Information

Report

and

Strategic Plan

Adopted
June 23, 2015

Prepared and Facilitated
By
Ron Cox Consulting

Ron Cox Consulting

Helping Cities Manage Better

REPORT AND STRATEGIC PLAN COUNCIL/STAFF RETREAT

CITY OF SEABROOK

April 10, 2015

Introduction

On April 10, 2015, the Mayor, City Council and staff of the City of Seabrook met for a retreat planning session. The purpose of this meeting was to review and confirm the Council's governance philosophy prepared and adopted in 2014 and to revise the multi-year strategic plan, which also was established in 2014.

The Mayor, Council and staff freely worked together and their work was exemplary in all respects. Ron Cox facilitated the process.

Governance

The Council participated in discussions about their role, together and their leadership responsibilities. The elements of a strong governance model are developing and following clear vision and mission statements, establishing leadership, communications philosophies, and determining the expectations of each other as City Council members, of the City staff and of recognizing the expectations of the staff toward the City Council.

The City Council made minor revisions to the Governance Model. Only the changes are reflected in this report and modifications will be made to the Strategic Plan document.

Leadership

The City Council of Seabrook will lead… (changes only)

- By promoting the City. (Addition)

Communication

Council will communicate with citizens, staff and each other…

- Understanding and following (addition) the rules of the Charter.

Strategic Planning

Review of Successes

The City Manager reported on the successes to date of the 2014 Strategic Plan. The City Manager reported according to the strategies in each of the Vision Elements.

Governance

- ✓ Needed Charter amendments were introduced to a Charter Commission and the amendments were recommended for an election, which will be held in May 2015.
- ✓ The City has improved its networking capabilities with federal, state and fellow local entities.
- ✓ The City has also improved its advocacy program for Seabrook, to advocate on behalf of the city to these agencies.
- ✓ A full disclosure program was established for the City Council to annually list any conflicts of interest an individual member might have.
- ✓ A New Council Member Orientation and Training Program was established and implemented. Other training opportunities are continuously being identified for both the City Council and SEDC members.

Communications

- ✓ A comprehensive Communication Plan has been established.
- ✓ A "My Business Belongs Here" campaign has been implemented.
- ✓ New and improved reporting on Marketing Analytics has been implemented.

Review of Successes (continued)

Communications (cont)

- ✓ A "Buy Local" campaign has also been implemented.
- ✓ A video was developed and broadcast to assist in the recruitment of police officers.
- ✓ A video to provide information regarding the bond election was developed and distributed.
- ✓ In order to enhance citizen engagement, two surveys were distributed over the Internet – one a "grocery store" survey had great response and the results are being used to market with grocery store chains. The other is the community survey that asked a variety of questions of respondents to determine need for city services.

Economic Development

- ✓ A consultant has been hired to update the Comprehensive Plan.
- ✓ Staff has prepared an analysis of the prime properties that are available for development.
- ✓ A comprehensive Capital Improvements Plan (CIP) has been identified that will assist in the overall economic development of the City.

Organizational Development

- ✓ All propositions passed in the 2014 Bond Election and projects on underway.
- ✓ A current facilities plan was developed and approved and incorporated into the annual CIP.
- ✓ A comprehensive CIP was prepared and presented to Council in 2014.
- ✓ Recruitment incentives were developed, approved and funded for the public safety department.
- ✓ New employee retention strategies have been developed, expanding certification incentives and researching new health insurance and wellness structure.

Council agreed that much had been accomplished including a successful bond election, and an upcoming election to change the Charter. All were hopeful it would be a successful election. Challenges still exist, particularly as it regards mobility, and more specifically, SH 146 reconstruction. This project appeared to be moving forward rapidly in 2014, but since has seen a major setback with the railroad company raising various issues over their right of way. It was reported that meetings are underway to resolve those issues.

Citywide Survey

The City Manager then reviewed the results of the citywide survey. Following are highlights.

- The survey included 21 questions with 476 responses
- Survey areas included: Quality of Services; Parks, Water/Recycling; Economic Development; and Communications.
- Quality of Services – "Excellent"
    - 60% Hike and Bike Trails
    - 55% Garbage Collection
    - 50% City Parks
    - 46% Police Services
- Quality of Services – "Good"
    - 49% Overall Customer Service by Employees
    - 46% Drinking Water
    - 46% Street Repair and Maintenance
    - 45% Sewer Services
- Quality of Services – "Fair"
    - 27% Economic Development
    - 23% Street Repair and Maintenance
    - 23% Traffic Enforcement
- Quality of Services – "Poor"
    - 11% Economic Development
    - 10 % Traffic Enforcement
    - 7% Street Repair and Maintenance

Citywide Survey (continued)

- Parks
  - 36% Responded they visit a few times a month
    - 60% Excellent rating on hike and bike trails
    - 50% Excellent rating on parks
- Water/Recycling
  - 53% Conserve water
  - 66% Recycle
  - 56% Would recycle more with larger bin
- Economic Development
  - 83% Some change, but keep small town charm
  - 45% Want more restaurants
  - 38% SH 146 Corridor Improved/Developed
  - 37% Waterfront District Improved/Developed
  - 50% Familiar with Buy Local Campaign
  - 27% Would like to see a Food Event
  - 29% Would like to see a Art/Cultural Event
- Communications
  - Major Sources of information
    - 64% City Website
    - 50% Social Media
    - 50% City Email Blasts
    - 51% - Signed up for Email and Enews
    - 61% - Signed up for Priority Notifications
    - 69% - Feel the city is well connected for emergency
  - Meetings
    - 59% Never attended a city meeting
    - 31% Have attended a few times a year
  - Volunteering
    - 48% Have no interest in volunteering
    - 23% Would like to volunteer but do not have time
    - 11% Yes – Interested in Volunteering

Vision Elements

The 2014 Vision Elements, with associated strategies are as follows.

- Governance
- Communication
- Economic Development
- Organizational Development

For 2015, Vision Elements are as follows.

- Governance
- Communications
- Economic Development
- Mobility
- Quality of Life
- Organizational Development

Issues and Challenges

Issues and challenges were identified for each of the revised 2015 Vision Elements as follows. They are listed in no particular order.

Governance

- There is a need to improve communication between Council and committees.
- There is a need to improve communication between committees.

Communication

- There is a need to inform the citizens better on the following issues.
    - Flood Zone regulations and implications.
    - Conservation of water.
    - Emergency traffic laws.

Economic Development

- There is a need to conduct joint planning session s with various committees including SEDC and P&Z.
- Economic Development in Seabrook should be done by still maintaining the residential integrity of the community.
- A program to assist local business is needed.
- It was agreed the following items will all be Waterfront development is a continuing issues.

Issues and Challenges (continued)

Economic Development (cont)

- There is a need for an overall plan for major corridor developments – downtown, NASA 1, SH 146.
- The City should emphasize development that is family friendly – emphasizing a family destination.
- There are continuing flood zone issues
- There needs to be a renewed interest in the redevelopment of Old Seabrook (2nd Street).

Mobility

- SH 146 improvements are still pending and need to move forward.
- There is a need for an overall thoroughfare plan.
- SH 146 congestion as it exists now.
- There is a need to coordinate with TxDOT and neighboring cities on weekend and special event traffic.
- This coordination can include major signage to help direct traffic in, around and through Seabrook.
- There is a need to communicate traffic enforcement issues including
  - Where the city limits is to define jurisdiction.
  - Signage.
  - Possibly with the creation of additional informational videos.

Quality of Life

- There is a need to develop a series of citywide events to direct citizens to Seabrook.
- The city should develop a program to evaluate the use of the parks system to determine if usage should be adjusted to meet needs.
- Develop Mohrhusen Park as a venue location.
- Promoting water conservation will be important as the City's water purchase contract comes up for renewal.
- There is a need for additional street lighting throughout the community.
- The survey showed that more people may be inclined to utilized recycling services if larger bins are provided.

Strategies

Based on the issues and challenges identified in each Area of Emphasis, the Council established 2015 broad strategies. The strategies are not presented in priority order. These strategies will be inserted into the existing plan, accomplished strategies will be eliminated, the revised strategies will be reprioritized and the entire 2015 Plan will be updated.

Strategies (continued)

Governance

- Establish better relationships with committees.
    - Establish a plan for Council liaisons for appropriate committees.
    - Receive reports from all Commissions on a regular basis.
- Increase communication to allow citizens to become stakeholders in the community.
    - Council receive semi-annual reports from Boards/Commissions.
    - Mayor provide regular reports to Board/Commissions.
    - Develop a recognition program for volunteers.
    - Establish a "Coffee with the Mayor" program.
    - Create a letter/video from the Mayor.
    - Establish an electronic Town Hall meeting format.
    - Create a "Citizens Field Trip" format to show Seabrook.
    - Provide legislative updates.
    - Report program progress/successes on a regular basis.
- Utilize innovative measures to encourage and increase transparency in Seabrook government.

Communication

- Creatively connect with the citizens, businesses and visitors.
    - Prepare a series of videos on various subjects including
        - Flood Hazards/FEMA requirements.
        - Water conservation.
        - Mobility issues.
        - Legislative updates.
        - Community Development news (including permits).
        - Traffic laws.
    - Events
        - Host a citizens' university.
        - Emphasize National Night Out.
        - Develop a Public Safety Night.
    - Print
        - Create emergency management information.
        - Create a calendar that also service to provide regular meeting dates and provides an annual report for the citizens.
        - Create business flyers to be used at city events.
        - Provide information on water conservation.
    - Digital Media
        - Provide news on SEDC development.
        - Use new forms of social media (such as Whatz Up!).
        - Provide water conservation information.

Strategies (continued)

Economic Development

- Establish a better relationship between Council, SEDC and P&Z.
    - Conduct joint meetings with SEDC and P&Z on a regular basis.
- Utilize the Comprehensive Plan update to address the following issues and challenges.
    - There is a need for an overall plan for major corridor developments – downtown, NASA 1, SH 146.
    - The City should emphasize development that is family friendly – emphasizing a family destination.
    - There are continuing flood zone issues.
    - There needs to be a renewed interest in the redevelopment of Old Seabrook (2nd Street).
- Establish better relationships with existing businesses.
    - Create a Business Development Packet that provides basic information to new and existing businesses.
    - Establish (or utilize existing) Business Owners Association to connect the City better with existing businesses.

Mobility

- Communicate with partners and public the state of congestion in the city through videos, photographs and an awareness campaign.
- Develop a Thoroughfare Plan that addresses issues for current and future development including
    - HazMat and No Thru Truck routes.
    - Rating of road conditions for street repair.
    - Directional detours for events and construction.
- Establish a joint signage program with TxDOT and neighboring cities to announce and direct traffic issues during large event venues in Seabrook and neighboring cities.
- Enhance traffic enforcement through a special traffic taskforce of the Police Department.
- Create a "Where I live" campaign to advertise boundaries and jurisdiction of the City of Seabrook.

Quality of Life

- Develop a plan for citywide events.
    - Hire a special events coordinator.
    - Form an events committee in the future.
    - Gather survey data on type of events desired.
    - Provide incentives to even participants (cost sharing, free advertising, etc.).
    - Establish branding for regular events.
    - Coordinate evens with other cities.

Strategies (continued)

Quality of Life (cont)

- Provide family oriented events.
- Explore ways to use Old Seabrook area.

- Evaluate usage of City Property
  - Add parking across from pool.
  - Reallocate or add parking at City Hall.
- Evaluate usage of city park properties to determine effectiveness.
- Develop a plan to open up Mohrhusen Park as a public venue place.
- Add lighting for public safety purposes.
  - Explore grant funding.
  - Provide tax incentives-donations from private companies to improve lighting.
- Establish a program to improve water conservation and recycling opportunities.

Staff Session
Implementation Plan
Strategic Initiatives
TBD

Implementation Plan

The executive staff met on May 5, 2015 to review the strategies prepared at the retreat and to revise the Action Plan. At those meetings, team facilitators, team members and partners were identified for the new Vision Elements. The assignment of a team facilitator and team members was designed to include additional staff in the implementation process. Assignments were made based on their area of expertise and involvement in the implementation of the strategy. Action steps, timeline, and budgets were updated.

The culmination of the work of the Council and staff are included in the Strategic Plan attached to this Report.

Reporting

Finally, staff reviewed the reporting protocols. These protocols serve the purpose of keeping the staff on schedule with the implementation of strategies, keeping the City Manager informed, and providing regular reports to the City Council on the status of the implementation of the adopted strategies. This provides for long term accountability toward the implementation of the Strategic Plan.

Reporting Protocols

- **Council**
  1. Council receives periodic updates regarding various projects related to the strategic plan.
  2. Council receives formal status reports, including an annual report.

- **City Manager**
  1. City Manager receives regular updates from staff at regular staff meetings on progress of assignments.

City Council Approval

On June 23, 2015 the City Council reviewed their work as well as the work of the staff since the retreat in April. After a thorough discussion the Report, amendments were made. The Report was approved as amended unanimously.

Conclusion

The Council and staff of the City of Seabrook worked through a strategic planning process that allowed the Council to identify strategies for moving the city forward, brought the staff leadership and Council closer together as a team, and developed an implementation process to ensure the strategies are addressed and accomplished over time.

Strategic Plan
2015

Council/Staff Planning Retreat
April 10, 2015

Adopted
June 23, 2015

Prepared and Facilitated
By
Ron Cox Consulting

Vision Statement

City of Seabrook

Seabrook is a sustainable, energetic and beautiful coastal community that embraces environmental stewardship, fosters safe neighborhoods and promotes tourism and economic diversity.

Mission Statement

The City of Seabrook is responsive, innovative and fiscally sound in delivering services that preserve, protect and enhance quality of life.

City of Seabrook

City Council

Leadership Philosophy

The City Council of the City of Seabrook will lead…

- **By example – be willing to act first.**
- **By respecting your peers and their opinion.**
- **By respectfully recognizing that Council members are still colleagues after the meeting.**
- **By respecting the administrative chain of command.**
- **By understanding Council's role as policy makers acting through the City Manager.**
- **By making good policy.**
- **By having a long-range vision.**
- **By being a good listener.**
- **By understanding the details of issues and implications of decisions.**
- **By asking questions.**
- **By having empathy.**
- **By finding consensus.**
- **By compromising when possible.**
- **By being approachable – Open door.**
- **By being inclusive of all Council members.**
- **By overlooking personality traits and looking to the issues.**
- **By meeting the community's expectations as best as possible.**
- **By being a good student.**
- **By understanding individual Council member strengths and weaknesses.**
- **By using creativity.**
- **By focusing on the main things.**
- **By educating the citizens.**
- **By having and using a filter.**
- **By understanding and managing expectations.**
- **By being fiscally responsible.**
- **By being a positive cheerleader…ambassador.**
- **By supporting the decision of the majority in the community.**
- **By keeping the negative to a minimum.**
- **By emphasizing the values of the individual Council members – honesty, respect, trustworthy, loyalty, a moral compass, sincerity, accountability and pride.**
- **By promoting the City.**

City of Seabrook

City Council

Communication Philosophy

The City Council of the City of Seabrook will communicate…

- **Clearly.**
- **By listening first.**
- **By telling the truth – honestly.**
- **Through proper channels.**
- **By utilizing social media.**
- **By developing a clear consistent message and responding clearly to issues.**
- **By being proactive.**
- **Person to person where possible.**
- **By finding new and creative ways to communicate.**
- **By understanding and following the rules of the Charter.**
- **By knowing the correct answer and saying so, when unsure.**
- **By investigating before answering.**
- **In a timely manner.**
- **By not making promises that can't be kept.**

City of Seabrook

City Council and Staff

Expectations

Council expects the following of each other…

- **Cooperation between Council members.**
- **Respect and honest.**
- **Respect for each other.**
- **Transparenency, disclosing one's opinion on the matter.**
- **Civility.**
- **Search for understanding of the other members' perspectives.**
- **Granting a speaker time to finish his or her point.**
- **Proper deliverance of the issue and the position.**

Council expects the following of staff…

- **Accountability to Council and the citizens.**
- **Cooperative work.**
- **Expert recommendations.**
- **Be an informative resource.**
- **Bring issues to the table for Council consideration.**
- **Communication.**
- **Educated personnel.**
- **Understanding of the staff's vision of the city, as well.**
- **Being comfortable approaching the Council with issues and concerns.**
- **Development of pros and cons for council decision-making.**
- **Training to Council.**
- **Consistency.**

Staff expects Council to (as defined by Council members themselves)…

- **Be supportive of the staff – have their back.**
- **Trust their opinions, expertise and knowledge.**
- **Use the proper channels.**
- **Stay out of the media as much as possible.**
- **Be practical with solutions.**
- **Have realistic expectations.**
- **Disagree agreeably.**
- **Speak out on the issues appropriately.**
- **Support the staff when unfunded mandates are issued.**
- **Ask questions.**
- **Be involved in the community.**
- **Make the "right" decision – not just the popular ones.**

City of Seabrook
Staff
Core Leadership Model

The City of Seabrook is committed to excellence through…

- **Exceptional and Professional Customer Service.**
- **Effective Teamwork and Partnerships.**
- **Integrity, Honesty and Respect.**
- **Sustainability and Stewardship.**
- **Accountability and Transparency.**
- **An Entrepreneurial Spirit.**

Vision Element:
Economic Development

Guiding Principle: Economic development strategies need to reflect the diversity, values, interests and desires of individual local communities and its citizenry.

Strategic Initiative	Committee/Staff Designee	Action Steps	Priority	Timeline
New **Initiative 1**: Establish Better Communications with SEDC and P&Z	Mayor and Council	Establish a plan for a Liaison Policy to foster ongoing communication between boards		Immediate
	City Staff	Coordinate standing agenda item and/or joint meetings		Immediate
New **Initiative 2:** Utilize the Comprehensive Plan Update to Address Issues and Challenges	City Manager Deputy City Manager Dir of Economic Development	Establish overall plan for major corridor developments (Old Seabrook, NASA Parkway, SH 146)	**High**	September 2016
	City Staff	Hold Quarterly Meetings with all Commissions		Immediate
	City Staff	Identify and work with existing and future flood zone issues		Ongoing
	City Manager Deputy City Manager Dir of Communications Dir of Economic Development	Identify events and initiatives to revitalize redevelopment in Old Seabrook (2nd Street)	**High**	September 2016

New **Initiative 3:** Establish Better Relationships with Existing Businesses	Dir of Economic Development	Create a Business Development Packet that provides basic information to new and existing businesses		January 2016
	Dir of Economic Development	Establish (utilize existing) Business Owners Associations to connect the City better with existing businesses		Immediate
Initiative 4: Create opportunity to attract a diverse economic base	Mayor and Council P&Z Community Development SEDC	Create opportunity for Class "A" office space and higher-end retail space		September 2016
	Dir of Economic Development Dir of Communications	Define and communicate areas prime for development		September 2016
	SEDC Mayor and Council	Maintain and expand existing incentive packages	**High**	September 2016
	City Manager Dir of Economic Development Deputy City Manager Public/Private Partners	Recruit a grocery anchor	**High**	September 2016
	City Manager Dir of Economic Development Deputy City Manager Public/Private Partners	Recruit a full service hotel		September 2016

Initiative 4 (Cont): Create opportunity to attract a diverse economic base	City Manager Dir of Economic Development Deputy City Manager Public/Private Partners	Create destination type development	**High**	September 2016
	City Manager Dir of Economic Development Deputy City Manager Public/Private Partners	Attract medical services		September 2016
	City Manager Dir of Economic Development Deputy City Manager Public/Private Partners	Attract professional office space		September 2016
Initiative 5: Develop and maintain city services to provide support services	City Manager Deputy City Manager Dir of Public Works City Engineer Dir of Economic Development	Seek out funding for infrastructure development and improvements		Ongoing

Vision Element:
Organizational Development

Guiding Principle: To be the driving force that serves this city and community

Strategic Initiative	Committee/Staff Designee	Action Steps	Priority	Timeline
Initiative 1: Create a staff plan for recruitment, retention and replacement of retiring employees	City Manager HR Director Dir of Finance	Develop an RFP and conduct a Salary Survey by a consultant	**High**	September 2015
	City Manager All Directors	Develop New Retention Strategies		Ongoing
	HR Director (Lead) All Directors	Develop and start Generational training		April 2016
Initiative 2: Create and maintain an atmosphere of learning that encourages ongoing training and improvement	All Directors	Continue and expand on training opportunities to staff (example: Brownbag Webinar Series, Tailgate Meetings)		Ongoing

Vision Element
Governance

Guiding Principle: Continue to have the governing body recognize their responsibility for proper governance and the need to conduct its business in an orderly and effective manner

Strategic Initiative	Committee/Staff Designee	Action Steps	Priority	Timeline
New Initiative 1: Build better relationships with all boards and commissions in order to keep a unified vision across all volunteer boards	City Manager City Secretary All Directors	Council to receive quarterly reports from Boards/Commissions		December 2015
	Mayor City Secretary All Directors	Mayor to provide regular report to Boards/Commissions		September 2016
	Mayor City Manager	Provide Legislative Updates		Immediate
	Mayor and Council City Manager All Directors	Report program progresses/successes on a regular basis		Immediate
New Initiative 2: Increase communication to allow citizens to become stakeholders in the community	City Manager All Directors Dir of Communications	Develop a recognition program for volunteers		April 2016
	Mayor City Manager Dir of Communications	Establish a "Coffee with the Mayor" Program		December 2015

(Cont.) New Initiative 2: Increase communication to allow citizens to become stakeholders in the community	Mayor City Manager Dir of Communications	Create a Letter/Video from the Mayor		September 2016
	City Manager Dir of Communications	Establish an Electronic Town Hall Meeting format		September 2016
	City Manager All Directors Dir of Communications	Create a "Citizens Field Trip" format to show Seabrook government in action		September 2016
	All Directors	Utilize innovative measures to encourage and increase transparency in Seabrook government		Ongoing

Vision Element
Communication

Guiding Principle: To inform and engage citizens, business and visitors by providing and responding with timely, reliable and accurate information.

Strategic Initiative	Committee/Staff Designee	Action Steps	Priority	Timeline
Initiative 1: Economic Development	Dir of Economic Dev Deputy City Manager Dir of Communications	Create new marketing materials that identify "Available Incentives", "Zoned Community" and "Easily Accessible"		
	City Manager Deputy City Manager Dir of Economic Dev Dir of Communications	Create new marketing materials for major projects (i.e. Waterfront and SH 146)		
New **Initiative 2:** Creatively connect with the citizens, businesses and visitors	All Directors Dir of Communications	Prepare a series of videos on various subjects including • Flood Hazards/FEMA • Water Conservation • Mobility Issues • Legislative Updates • Community Development news (including permits) • Traffic Laws		

New Initiative (cont): Creatively connect with the citizens, businesses and visitors	City Manager Emerg Mgmt Coord Police Chief Dir of Communications	Events • Citizen's University • National Night Out • Public Safety Night		
	Emerg Mgmt Coordinator City Manager All Directors	Print • Create emergency management information • Create a **calendar** that also services to provide regular meeting dates and provides annual report to citizens • Create flyers to distribute to businesses on city events and happenings • Provide information on water conservation		
	Dir of Economic Development Dir of Communications Dir of PW Asst Dir of PW	Digital Media • Provide news on SEDC development • Use new forms of Social Media (such as Whatz Up!) • Provide Water Conservation information		

Vision Element
New Mobility

Guiding Principle:

Strategic Initiative	Committee/Staff Designee	Action Steps	Priority	Timeline
New Initiative 1: Communicate with partners and public the state of congestion in the city	City Manager Deputy City Manager Dir of Economic Development All Directors	Network with economic and transportation associations to raise awareness (Economic Alliance, BAYTRAN)		Ongoing
	City Manager Dir of Communications	Create an Awareness Campaign to include new material to distribute to including videos, photographs and TransStar Message Board		Ongoing
New Initiative 2: Develop a Thoroughfare Plan that addresses issues for current and future development	City Manager Deputy City Manager	Develop an Scope of Services for a Thoroughfare Plan that works with the current update to the Comprehensive Master Plan		
	Emerg Mgmt Coordinator Chief of Police City Manager Deputy City Manager	Include in final plan HazMat routes and designation of "No Truck" routes		
	City Manager Deputy City Manager	Include in final plan rating of road conditions for street repair		
	City Manager Deputy City Manager	Include and identify directional detours for events and construction		

Strategic Initiative	Committee/Staff Designee	Action Steps	Priority	Timeline
New Initiative 3: Establish a joint signage program	City Manager Deputy City Manager	Partner with TxDot and neighboring cities to announce and direct traffic issues during large event venues in Seabrook and neighboring cities		
New Initiative 4: Enhance traffic enforcement through a special traffic taskforce	Chief of Police	Develop a new division within the PD to focus only on traffic enforcement during certain periods		
New Initiative 5: Create a "Where I Live" Campaign	City Manager Deputy City Manager Dir of Communications	Develop a campaign to advertise boundaries and jurisdiction of the City of Seabrook		

Vision Element
New Quality of Life

Guiding Principle:

Strategic Initiative	Committee/Staff Designee	Action Steps	Priority	Timeline
New **Initiative 1:** Develop a plan for monthly (or regular) citywide events	City Manager Mayor and Council	Hire a special events coordinator		
	All Directors	Form an events committee in the future		
	Dir of Communications	Gather survey data on type of events desired		
	Mayor and Council City Manager	Provide incentives to event holders (cost sharing, free advertising, etc)		
	Dir of Communications	Establish branding for regular events		
	City Manager All Directors	Coordinate events with other cities		
	City Manager All Directors	Provide family oriented events		
	City Manager Deputy City Manager All Directors	Explore ways to use Old Seabrook area		

New Initiative 2: Evaluate usage of City Property	City Manager Deputy City Manager Dir of PW	Evaluate additional parking options city wide (emphasis Parks, Old Seabrook)		Immediate
	City Manager Deputy City Manager Dir of PW	Reallocate or add parking at City Hall		September 2016
	City Manager Deputy City Manager Asst Dir of PW	Re-evaluate all City Parks for better or additional uses and/or flow		Ongoing
New Initiative 3: Add lighting for public safety purposes	City Manager Emerg Mgmt Coord	Explore grant funding		
	City Manager Deputy City Manager Dir of Economic Dev	Provide tax incentives-donations from private companies to improve lighting		
New Initiative 4: Establish a program to improve water conservation and recycling opportunities	City Manager Dir of PW Asst Dir of PW Dir of Communications	Develop new education programs for new citizens and existing residents to include tips		
	City Manager	Research updated cost on recycling pilot program and potential areas		

ACTION ITEM CHECK LIST STATUS

#		STATUS	DATE ASSIGNED	NEXT REVIEW DATE	PROPOSED CLOSURE DATE	RESPONSIBLE ORGANIZATION	City Council RESPONSIBILITY	PLANNING OBJECTIVE #	AGENDA ITEM NUMBER	DESCRIPTION OF ACTION ITEM	STATUS AND DATE
23		OPEN/IN WORK	11/4/2014			Mayor/ City Mgr.			5.1	Provide periodic updates on TxDOT's progress to improve/widen SH 146.	
30		OPEN/IN WORK	11/18/2014			Staff			4.2	Provide periodic updates of Strategic Plan	
31		OPEN/IN WORK	12/2/2014			Staff			6.1	Mystic Village traffic issues and traffic count	Traffic plan is being considered on a staff level.
32		OPEN/IN WORK	2/17/2015			Staff			6.1	Provide periodic project updates	
33		OPEN/IN WORK	2/17/2015			Staff			6.1	Provide periodic updates on Master Plan	

June 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	*2* **Council 7 p.m.**	*3*	*4* **Open Space & Trails 5 p.m.**	*5*	*6*
7	*8*	*9*	*10*	*11* **EDC 7 p.m.**	*12*	*13*
14	*15*	*16* **Council 7 p.m.**	*17*	*18* **P&Z 7:00 p.m.** **Tx Outlaw Challenge**	*19* **Tx Outlaw Challenge**	*20* **Tx Outlaw Challenge**
21 **Tx Outlaw Challenge**	*22*	*23*	*24*	*25* **Michele's Retirement Party 4:30-6:30pm Comm. House**	*26*	*27*
28	*29*	*30*				

July 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	*2* **Open Space & Trails Committee 5:00p.m.**	*3* **City offices closed for 4th of July holiday**	*4* **4th of July Kids' Parade**
5	*6*	*7* **Council 7 p.m.**	*8* **Summer Fun in the Park**	*9* **EDC 7:00p.m.**	*10*	*11*
12	*13*	*14* **Council 7 p.m. (Budget mtg)**	*15*	*16* **P&Z 7:00p.m.**	*17*	*18*
19	*20*	*21* **Council 7 p.m.**	*22* **Summer Fun in the Park**	*23*	*24*	*25*
26	*27*	*28* **Council 7 p.m. (Budget mtg)**	*29*	*30* **Master Plan Public Meeting 7:00p.m.**	*31*	

CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: June 16, 2015

Submitter/Requestor: City of Seabrook **Date Submitted: June 8, 2015**

Presenter: Sean Landis

Description/Subject:

Mr. Yousof Allam recently purchased the property located at 1430 Killdeer as an investment. The property was previously owned by Mrs. Oleta Whipple. During the time Mrs. Whipple owned the property she allowed it to fall into a substandard state. Mrs. Whipple failed to maintain the yard and to secure the premises from unauthorized entry. The condition of the property facilitated multiple hearings before the Seabrook Building and Standards Commission. Mrs. Whipple failed to comply with any of the orders issued by the Building and Standards Commission.

Due to Mrs. Whipple's failure to maintain the property, the City has had the property mowed sixteen (16) times over the past five (5) years. The City has also expended funds to reconstruct a fence, demo a storage building and to secure the property from unauthorized entry. The total cost to the City has been in the amount of $16,575.50. Liens in the amount mentioned were recorded in the real property records of Harris County Clerk's office. Mrs. Whipple also received an order from the Building and Standards Commission to repair the home located at 1430 Killdeer, she failed to comply. As a result, the Commission assessed civil penalties in the amount of $28,500.00. The total of all liens filed by the City is $45,075.50.

Mr. Yousof Allam is requesting a waiver of the civil penalties in the amount of $28,500.00 that have been levied against the property. A Civil Penalty is a judgment levied against an individual who fails to comply with an order issued by a board or commission. A Civil Penalty serves much like a fine. It is Mr Allam position that the penalties assessed for none compliance should not be transferred to himself as the new property owner. Mr. Allam is willing to pay all liens filed against the property where the City has expended actual funds. This amount would total the $16, 575.50. However, he is asking for relief from the $28,500.00 obligation.

Purpose/Need: Policy Issue☑ Administrative Issue ☐

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

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

Recommended Action:
Staff's recommendation is for the City to enter into an agreement with Mr. Allam. The agreement would relieve Mr. Allam of all civil penalties ($28,500.00) in exchange for the property and structure located at1430 Killdeer Drive being brought into compliance with all City codes and ordinances. The agreement will be presented to council for final approval.

Prior to the release of any civil penalty liens, Mr. Allam would still be required to pay the liens where the City expended funds in the amount of $16,575.50.

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

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

Budget Dept/Line Item Number _____

Funding Comments:

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

Presentations & New Business

Suggested Motion:

Staff's recommendation is for the City to enter into an agreement with Mr. Allam. The agreement would relieve Mr. Allam of all civil penalties ($28,500.00) in exchange for the property and structure located at1430 Killdeer Drive being brought into compliance with all City codes and ordinances. The agreement will be presented to council for final approval.

Prior to the release of any liens, Mr. Allam would still be required to pay the liens where the City expended funds in the amount of $16,575.50.

City Manager Review:

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

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

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

Received and accepted by the City Secretary/Assistant _____ _____

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

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

MEMORANDUM OF SETTLEMENT AGREEMENT
CITY OF SEABROOK AND PORT OF HOUSTON AUTHORITY

This Memorandum of Settlement Agreement (the "Agreement") is entered into as of the date last set forth beneath the parties' signatures below (the "Approval Date"), 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"), with reference to the following:

A. PHA is the owner of certain real property as depicted on Exhibit "A" to this Agreement (the "Bayport Property").

B. PHA holds Department of the Army Permit No. 21520 (the "Permit") authorizing, among other things, the development of a container terminal and cruise terminal (collectively, the "Terminals") on the Bayport Property.

C. In connection with the development of the Terminals, PHA has sought to acquire (i) the real property depicted on Exhibit "A" (the "Acryl I Property"), in the matter entitled *Port of Houston Authority v. American Acryl, NA LLC, et al.*, Cause No. 774,891 in the County Civil Court at Law No. 3 of Harris County, Texas (the "Acryl I Suit") and (ii) the real property depicted on Exhibit "A" (the "Acryl II Property"), in the matter entitled *Port of Houston Authority v. American Acryl, NA LLC, et al.*, Cause No. 806,268 in the County Civil Court at Law No. 3, Harris County, Texas (the "Acryl II Suit").

D. Portions of the Bayport Property, and the Acryl I Property and the Acryl II Property, are located within the city limits of Seabrook, as depicted on Exhibit "A."

E. Seabrook has intervened in the Acryl I Suit (the "Seabrook Intervention"), to challenge PHA's right to acquire the Acryl I Property, and has appealed the County Civil Court's ruling in the Acryl I Suit in the matter entitled *The City of Seabrook, Texas v. Port of Houston Authority,* Cause No. 01-04-00925 in the Court of Appeals for the First District of Texas at Houston, Texas (the "Seabrook Appeal"), which is now before the Texas Supreme Court under Case Number 06-0566.

F. Seabrook maintains that PHA's construction of the Terminals has caused or is related to sedimentation of Pine Gully in Seabrook as depicted on Exhibit "B" ("Pine Gully"). PHA disputes these claims. The parties' disagreement with respect to such matters is termed the "Pine Gully Dispute."

G. The Official Zoning Map and the Comprehensive Zoning Ordinance of Seabrook (the "Zoning Ordinance") provides that portions of the Bayport Property are within L-I and Residential zoning districts. PHA maintains that Seabrook's power to zone property does not extend to any property that may be owned by the PHA within Seabrook, and that Seabrook cannot use its zoning powers to prevent or restrict the exercise of PHA's port development authority. Seabrook disputes these claims. The parties' disagreement with respect to such matters is termed the "Zoning Dispute."

H. Seabrook previously requested relocation of the proposed PHA rail switchyard outside of its city boundaries pursuant to a study conducted by PHA, which included this option; however, due to objections of other municipalities, it was determined that Seabrook's request for placement of the rail switchyard outside of its boundaries was not a viable option. The parties' disagreement with respect to such matters is termed the "Rail Dispute."

I. Seabrook and PHA each recognize that there are legal limitations on governmental entities, including authority to surrender, delegate or barter away governmental functions, and understanding such limitations, each now desire to utilize their best efforts to finally settle and resolve the Seabrook Intervention, the Seabrook Appeal, the Pine Gully Dispute, the Zoning Dispute, and the Rail Dispute, on the terms and conditions set forth herein. As further essential elements of that settlement, Seabrook and PHA desire to (i) provide for the joint improvement of Pine Gully, (ii) provide for the conveyance of a portion of the Bayport Property as illustrated on Exhibit "A" and described by metes and bounds in Exhibit "C" (the "Park Property") by PHA to Seabrook pursuant to the terms hereof, (iii) provide for disannexation from Seabrook of certain portions of the Bayport Property and, following their acquisition by the PHA, the Acryl I Property and the Acryl II, as illustrated on Exhibit "A" (collectively, the "Industrial District Property"), and (iv) enter into an Industrial District Agreement, in order to establish certain guidelines, standards, and agreements to govern improvement and use of the Industrial District Property. The parties consider that such a settlement would be in the best interests of each, and that proceeding with the measures described herein will assist PHA's construction and operation of the Terminal, enhance the economic stability and growth of Seabrook, and provide economic development with Harris County.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seabrook and PHA agree as follows:

1. Resolution of the Seabrook Intervention and the Seabrook Appeal.

a. The parties acknowledge that they shall advise the County Civil Court in the Acryl I Suit and the Texas Supreme Court of the fact that Seabrook and PHA have settled their disputes subject to the terms and conditions hereof.

b. As soon after the Effective Date (as defined below) as reasonably possible, the parties shall cause their respective counsel to file with the Texas Supreme Court in the Seabrook Appeal a Joint Motion to Dismiss the Appeal, and shall take all other actions and execute all other documents necessary to obtain entry of a Final Judgment in the Seabrook Appeal, in form and substance reasonably acceptable to the parties and their respective counsel.

c. As soon after the Effective Date as reasonably possible, Seabrook shall cause its counsel to file with the County Civil Court in the Acryl I Suit a Motion to Dismiss its Claims with Prejudice, incorporating the terms of this Agreement for matters within the jurisdiction of such Court, in form and substance reasonably acceptable to the parties and their respective counsel, and shall take all other actions and execute all other documents necessary to obtain dismissal of

Seabrook's claims in the Acryl I Suit, in form and substance reasonably acceptable to the parties and their respective counsel.

d. Seabrook agrees not to further intervene in the Acryl I Suit, or intervene in the Acryl II Suit.

2. Pine Gully.

a. In the interest of resolving the Pine Gully Dispute, each of the parties has contracted with the Galveston Bay Foundation ("GBF"), under substantially identical agreements providing for equal shares of responsibility and reimbursement in all respects, to investigate and mitigate sedimentation of Pine Gully in Seabrook (the "Pine Gully Project"). In connection therewith, GBF engaged the engineering firm Moffat & Nichols ("M&N") to assist with Pine Gully Creek – Phase I of the Pine Gully Project, as described under the heading of "PHASE I SCOPE OF WORK" in M&N's letter of June 7, 2007.

b. The parties agree to further contract with GBF, under substantially identical agreements acceptable to the parties and providing for equal shares of responsibility and reimbursement in all respects (individually, a "Pine Gully II Agreement"), to assist with Pine Gully Creek – Phase II of the Pine Gully Project ("Pine Gully Project – Phase II"), provided that the cost thereof incurred by each party shall not exceed $36,400. The parties agree and stipulate that they each have available funds for the expenditure of the subject costs. The parties agree that Pine Gully Project – Phase II shall consist of preliminary engineering design and permitting of the Pine Gully Project, as further described under the heading of "PHASE II OUTLINE OF WORK" in M&N's letters of June 7, 2007 and October 5, 2007. It is the express understanding and intent of the parties that the GBF shall be the permittee of the Pine Gully Project and shall apply for such permits (collectively, the "Pine Gully Permits") on or before one hundred twenty (120) days following the Approval Date.

c. The parties agree to further contract with GBF, under agreements acceptable to the parties providing for equal shares of responsibility, and that PHA shall bear the costs of the work (individually, a "Pine Gully III Agreement"), to assist with Pine Gully Creek – Phase III of the Pine Gully Project ("Pine Gully Project – Phase III"), provided that the cost thereof incurred by the PHA shall not exceed $302,200. In the event the cost of Pine Gully Project – Phase III exceeds, or is expected to exceed, such amount, the parties shall attempt to resolve the matter using the procedures set forth in Section 10 below. The parties agree that Pine Gully Project – Phase III shall consist of the final design and construction services phase of the Pine Gully Project, as further described under the heading of "PHASE III OUTLINE OF WORK" in M&N's letters of June 7, 2007 and October 5, 2007, and with terms providing for construction to begin on or before three (3) months after GBF obtains all the Pine Gully Permits. It is the express understanding and intent of the parties that the GBF shall manage construction of the Pine Gully Project. The Pine Gully III Agreement shall also provide that GBF shall use its reasonable best efforts to diligently complete the Pine Gully Project – Phase III after obtaining all the Pine Gully Permits and the funds required to complete it.

d. The parties further agree that PHA shall commit and/or set aside an additional $200,000 that would be available during a period of three (3) years from the completion of the re-vegetation of Pine Gully at the end of Phase III, with such funds to be applied by GBF to any expenditures required for additional rehabilitation of Pine Gully only if future problems, such as re-sedimentation of Pine Gully, arise within that three-year period (Pine Gully Project – Phase IV). The criteria of Pine Gully Project – Phase IV are set forth in Exhibit B-1. PHA stipulates that it has currently available funds for the obligations required herein.

e. The parties acknowledge that they have cooperated to obtain third-party funding for the Pine Gully Project. The parties agree that any third-party funds, including any CEPRA grant funds from the Texas General Land Office, shall be applied to permissible expenditures relating to the design/permit and/or restoration of Pine Gully, and that funds that Seabrook and/or PHA would have otherwise spent, as described above, shall be applied as necessary to cover monitoring costs associated with Pine Gully restoration. It is further agreed that any remaining funds intended for Phase II or Phase III shall be available for enhancement and improvement of Pine Gully Park within the time limitations of Pine Gully Project – Phase IV in the manner requested by Galveston Bay Foundation and approved by the parties. The parties shall continue to reasonably cooperate to obtain third-party funding.

3. Park Property.

a. The parties agree that contemporaneously with the dismissal of the Seabrook Intervention and Seabrook Appeal as described herein, PHA shall transfer to Seabrook, and Seabrook shall accept conveyance of, the approximately forty one (41) acres comprising the Park Property and more particularly described in Exhibit "C." PHA shall transfer the Park Property by quitclaim deed in form and substance reasonably acceptable to the parties and their respective counsel (the "Quitclaim Deed"), and pursuant to closing instructions that the parties may enter into containing such provisions as are reasonably acceptable to the parties.

b. The parties acknowledge and agree, and the Quitclaim Deed shall incorporate provisions, that:

i. PHA makes no representations or warranties, express or implied, with respect to any aspect of the Park Property.

ii. Seabrook is receiving the Park Property strictly in "AS-IS, WHERE-IS, AND WITH ALL FAULTS" condition, and Seabrook accepts and agrees to bear all risks regarding all attributes and conditions, latent or otherwise, of the Park Property.

iii. Seabrook has made, or will make prior to the transfer of the Park Property, its own inspection and investigation of the Park Property, and is agreeing to accept transfer and conveyance of the Park Property based upon its own inspection and investigation and not in reliance on any statement, representation, inducement or agreement of PHA except as specifically provided herein.

iv. Seabrook agrees that neither PHA nor anyone acting on its behalf has made any representation, guarantee, or warranty whatsoever, either written or oral, concerning the Park

Property.

v. PHA shall not have any responsibility, liability, or obligation hereunder subsequent to transfer and conveyance of the Park Property with respect to any conditions, or as to any other matters whatsoever, respecting in any way the Park Property.

c. The parties acknowledge and agree, and the Quitclaim Deed shall incorporate, provisions restricting use of the Park Property to public park purposes by Seabrook, and providing for preservation in natural condition of that portion of the Park Property within one hundred (100) yards south of Pine Gully, and for development for park purposes of the remainder of the Park Property no later than fifteen (15) years following the Effective Date. It is specifically understood and agreed that notwithstanding any provision in this Agreement or any other agreement to the contrary, that there shall be no other condition or event for which the Park Property shall revert to PHA.

d. The parties acknowledge that transfer of the Park Property, and preservation and use as provided herein, substantially assist in mitigation of the effects of operation of the Terminal, and settlement of the parties' disputes.

4. Non-Terminal Improvements.

a. Berm and Trail System.

i. Berm Routing and Development. PHA agrees to construct a non-continuous berm on the south border of the Terminals, as depicted on Exhibit "D" (the "Berm"), on the terms and conditions provided herein.

x. PHA agrees to construct the portions of the Berm west of the intersecting Commercial Road (as defined below), as depicted on Exhibit "D" and Exhibit "E" (the "West Berm"), prior to PHA's construction of the Exterior Rail Line (as defined below) for cargo operations. PHA shall complete landscaping of the West Berm as soon as reasonably possible in connection with such construction. Completion of construction and landscaping shall be subject to approval of any third-party permits required in connection therewith, and weather and other conditions of force majeure.

y. PHA agrees to construct the portions of the Berm east of the intersecting Commercial Road, as depicted on Exhibit "D" (the "East Berm"), prior to PHA's construction of the remainder of the Terminal rail line as shown on Exhibit "D" for cargo operations. PHA shall complete landscaping of the East Berm as soon as reasonably possible in connection with such construction. Completion of construction and landscaping shall be subject to approval of any third-party permits required in connection therewith, and weather and other conditions of force majeure.

ii. Berm Specifications. PHA agrees that height, width, and landscaping of the Berm shall comply in all respects with the specifications provided for in the Permit, and set forth in Exhibit "E."

iii. Trail System.

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

y. PHA agrees to dedicate easements for applicable portions of the Trail System prior to the commencement of Seabrook's improvement of such portion(s) of the Trail System. The instrument(s) dedicating the Trail System shall provide that Seabrook shall improve, or cause third parties to improve, and maintain, and bear responsibility for use of the Trail System, and shall otherwise be in form and substance reasonably acceptable to the parties and their respective counsel.

z. The parties acknowledge that dedication of the Trail System as provided herein substantially assists in mitigation of the effects of operation of the Terminal, and settlement of the parties' disputes.

b. Commercial Road.

i. Routing. The parties agree upon the routing of a new commercial road within Seabrook as depicted on Exhibit "E" (and labeled in the exhibit "Prop. Cruise Road") (the "Commercial Road"). The parties acknowledge that the configuration of the West Berm and Commercial Road are related to one another, and therefore any change in the configuration of either the West Berm or Commercial Road shall require consideration of the impact of any such reconfiguration on both, and the consent of both parties. 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. Contemporaneous with the Effective Date, PHA shall dedicate for public use those portions of the Commercial Road located on the Bayport Property for formal acceptance by Seabrook. The parties acknowledge that the width of such dedicated property shall total eighty six (86) feet. The instrument dedicating such portions of 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 reasonably acceptable to PHA and the grantee, and their respective counsel. The parties acknowledge that dedication of the Commercial Road substantially assists in mitigation of the effects of operation of the Terminal, and settlement of the parties' disputes.

iii. Improvement. The parties acknowledge that at this time no mechanism exists for the improvement, maintenance, or ownership of the Commercial Road. However, the parties shall reasonably cooperate, at no obligation to incur any expense, to obtain the improvement of Commercial Road in compliance with the specifications set forth in Exhibit "G." The parties shall in addition reasonably cooperate, at no obligation to incur any expense, to request that a suitable third-party government agency own and maintain the Commercial Road. The parties acknowledge that in the event reasonable changes in the specifications and routing of Commercial Road are required to

obtain its improvement or the consent of such government agency to own and maintain it, such changes shall be deemed acceptable to each party.

iv. Rezoning. Seabrook shall take the following actions notwithstanding and without prejudice to either party's claims in the Zoning Dispute. Prior to the dismissal of the Seabrook Intervention, the Seabrook Appeal and PHA conveyance to Seabrook of the Park Property, as described herein, Seabrook shall prepare and place on the agenda of the Seabrook Planning and Zoning Commission (the "Commission"), for its consideration and action, the rezoning of the PHA Commercial Property to provide that the PHA Commercial Property is within the C-3 zoning district (the "Commercial Rezoning"). No later than thirty (30) days following consideration or action on the Commercial Rezoning by the Commission, Seabrook shall place the Commercial Rezoning on the agenda of the Council, for consideration and action by the Council.

c. Rail.

i. Routing. The parties agree upon the routing within Seabrook of rail service to the Terminals as depicted on Exhibit "D" and Exhibit "E" (the "Exterior Rail Line"). The parties acknowledge that in the event reasonable changes in the routing of the Exterior Rail Line are required to obtain any third party consents to its improvement or operations, they shall reasonably cooperate to design such changes to be acceptable to each party.

ii. Sound Barrier. The parties shall cooperate to design a sound barrier in the vicinity of the Exterior Rail Line, as generally depicted on Exhibit "D" and Exhibit "E," and PHA shall acquire easements as required to construct it, and shall thereafter construct it, to help ameliorate the operational sounds from use of the Exterior Rail Line (the "Sound Barrier").

x. PHA agrees to construct the Sound Barrier prior to PHA's construction of the Exterior Rail Line for cargo operations, subject to approval of any third party permits required in connection therewith, acquisition of the easements and third-party agreements required for its construction, and weather and other conditions of force majeure.

y. PHA shall construct the Sound Barrier pursuant to improvement plans prepared by PHA and acceptable to Seabrook in its reasonable discretion, provided that the total cost of the Sound Barrier incurred by PHA shall not exceed One Million Six Hundred Thousand Dollars ($1,600,000). In the event that the Sound Barrier cannot be constructed by PHA for reasons beyond the control of either party, the parties shall attempt to determine an alternative use for the funds using the procedures set forth in Section 10 below.

d. Ponds.

i. Pond Location and Development. PHA agrees to construct detention ponds, retention ponds, and detention/retention ponds on the south border of the Terminals, as depicted on Exhibit "D" (the "Pond Areas"), when required under the Permit. The parties acknowledge that the Pond Areas shall be included in the Industrial District Property.

ii. Pond Specifications. PHA agrees that specifications for construction of the detention ponds shall comply in all respects with the specifications provided for in the Permit, and set forth in Exhibit "D."

iii. Use Restrictions. PHA agrees that the Pond Area shall be designated a special conservation area, restricted to pond use as provided for in the Permit.

5. Terminal Use and Development.

a. Terminal Use Restrictions. PHA agrees to the following matters (collectively, the "Terminal Use Restrictions") with respect to the Industrial District Property:

i. Light. Outdoor lighting improvements within the Industrial District Property shall adhere to the lighting specifications provided for in the Permit, and the specifications set forth in Exhibit "H-1."

ii. Sound. Operations equipment used within the Industrial District Property shall adhere to the sound specifications set forth in Exhibit "H-2."

iii. Container Storage. Container storage within the Industrial District Property shall adhere to the container storage specifications set forth in Exhibit "H-3."

iv. Rail. Rail operations within the Industrial District Property shall be conducted to minimize sound and related interference with Seabrook, and the parties shall reasonably cooperate to design the rail improvements and associated switchyard to minimize sound and related interference with Seabrook, provided that the rail shall be routed as provided in Section 4(c).

b. Exterior Rail Line. Seabrook agrees that PHA may locate and construct the Exterior Rail Line within Seabrook, and conduct operations on the Exterior Rail Line, subject to the terms of this Agreement.

6. Disannexation and Industrial District Agreement. In the interest of resolving the Zoning Dispute, the parties intend to take the following actions:

a. Prior to the dismissal of the Seabrook Intervention, the Seabrook Appeal and PHA conveyance to Seabrook of the Park Property, as described herein, and subject to receipt of the final legal description for the Industrial District Property, no later than December 4, 2007, Seabrook shall prepare and place on the agenda of the Council, for its consideration and action, (i) the petition of PHA for disannexation and a proposed ordinance for disannexation from Seabrook that portion of the Industrial District Property owned by PHA, (ii) a proposed ordinance (the "Industrial District Ordinance") establishing an Industrial District covering that portion of the Industrial District Property owned by PHA, and (iii) adoption of an Industrial District Agreement, in the form attached as Exhibit "J" (the "Industrial District Agreement"), with respect to such property (collectively, the "Industrial District Actions").

b. No later than thirty (30) days following PHA's notice to Seabrook that it acquired the Acryl I Property, Seabrook shall prepare and place on the agenda of the Council, for its consideration and action, (i) a proposed ordinance for disannexation from Seabrook the Acryl I Property, (ii) an amendment to the Industrial District Ordinance enlarging the previously established Industrial District to cover the Acryl I Property, and (iii) an amendment to the Industrial District Agreement with PHA to include the Acryl I Property (collectively, the "Acryl I Actions").

c. No later than thirty (30) days following PHA's notice to Seabrook that it acquired the Acryl II Property, Seabrook shall prepare and place on the agenda of the Council, for its consideration and action, (i) a proposed ordinance to disannex from Seabrook the Acryl I Property, (ii) an amendment to the Industrial District Ordinance enlarging the previously established Industrial District to cover the Acryl I Property, and (iii) an amendment to the Industrial District Agreement with PHA to include the Acryl II Property (collectively, the "Acryl II Actions").

7. Seabrook Regulation of Development and Operations.

a. Seabrook shall not impose or enact any additional conditions, exactions, improvements, dedications, rules, regulations, or official policies applicable to, or governing the development or operation of, the Berm, Trail System, Commercial Road, PHA Commercial Property, Exterior Rail Line, Pond Area, or Industrial District Property except as provided herein or in the Industrial District Agreement. To the extent that any new or amended rules, regulations, or official policies of Seabrook not specifically enumerated in this Section 7 above conflict with this Agreement or Industrial District Agreement, this Agreement or the Industrial District Agreement shall control.

b. Seabrook shall timely cooperate and process promptly any requests and applications for any necessary approvals relating to the development of the PHA Commercial Property by PHA and its successors and assigns, or otherwise provided for hereunder, in the same manner as it cooperates and processes requests and applications for similar properties owned by third parties.

c. The parties shall cooperate with respect to any future action by PHA to acquire property north of the Berm for port and terminal development and PHA's development of any such property or the Industrial District Property as provided for herein or in the Permit, or PHA's use of any such property or the Industrial District Property as a maritime terminal as provided for herein.

8. Conditions to Effectiveness of Agreement.

a. The effectiveness of this Agreement is expressly conditioned upon the occurrence of the following actions on or before the dates specified herein, or any extensions as provided for herein:

i. Approval by the Council of the Pine Gully II Agreement on or before January 22, 2008, with no conditions or stipulations unacceptable to PHA in its sole discretion.

ii. Approval by the Port Commission of the Pine Gully II Agreement on or before January 22, 2008, with no conditions or stipulations unacceptable to Seabrook in its sole discretion.

iii. To the extent permitted by law, approval by the Council of the Commercial Rezoning, on or before February 5, 2008, with no conditions or stipulations unacceptable to the PHA in its sole discretion.

iv. Approval by the Port Commission of the Industrial District Agreement on or before January 22, 2008, with no conditions or stipulations unacceptable to Seabrook in its sole discretion.

v. Approval by the Council of the Industrial District Actions, on or before January 22, 2008, with no conditions or stipulations unacceptable to the PHA in its sole discretion.

vi. Approval by the Council of the Pine Gully III Agreement on or before January 22, 2008, with no conditions or stipulations unacceptable to PHA in its sole discretion.

vii. Approval by the Port Commission of the Pine Gully III Agreement on or before January 22, 2008, with no conditions or stipulations unacceptable to Seabrook in its sole discretion.

The conditions described in Section 8(a) of this Agreement are referred to herein as the "Conditions."

b. The parties do not believe that this Agreement or any action to be taken or approved in furtherance of this Agreement is subject to stay, injunction, referendum, or appeal (any appeal rights of the parties hereto being expressly waived). If however, a court of competent jurisdiction were to determine otherwise, the effectiveness of this Agreement shall further be conditioned on the entry of a final non-appealable judgment dismissing or terminating such injunction, stay, or referendum, or upon confirmation of this Agreement in an appropriate referendum election, provided however that PHA shall have the right in its sole discretion to waive this condition at any time and from time to time.

c. Subject to the provisions of Section 8(b) of this Agreement, the Conditions may only be waived or extended by written agreement of the parties; provided, however, that either party may, in its sole and unfettered discretion, extend the date for the other party's compliance with the Conditions by written notification of such extension.

d. In the event of failure of a Condition which has not been waived, this Agreement shall be void and of no force or effect. In such circumstances, the parties shall take all actions and execute all documents, instruments and stipulations (and instruct their counsel to take all actions and to execute all documents, instruments and stipulations), necessary to restore to parties, to the extent practicable, to the status quo existing prior to execution of this Agreement, and neither this Agreement nor the negotiations which led to the execution of such agreements, shall be admissible in

any action involving the parties (including Acryl I Suit, the Acryl II Suit, and the Seabrook Appeal) other than an action to enforce, or to declare the rights of the parties, under this Agreement.

e. The date upon which all conditions (including, without limitation, the Conditions) to effectiveness of this Agreement have been satisfied or fulfilled is referred to in this Agreement as the "Effective Date."

9. Mutual Releases.

a. Releases, representations and covenants.

i. To the extent permitted by the Constitution and the laws of the State of Texas, Seabrook for itself and its officials, employees, agents, representatives, successors and assigns and each of them (the "Seabrook Releasors") hereby releases, acquits and forever discharges the PHA and its officials, employees, agents, representatives, successors, and assigns, and each of them (the "Seabrook Releasees") of and from any and all alleged claims, demands, charges, accounts, obligations, liabilities, causes of action, sums of money, and other claims of every kind and nature, now in existence, whether known or unknown, and whether anticipated or unanticipated, which the Seabrook Releasors have or may now claim to have or may hereinafter claim to have against the Seabrook Releasees with respect to the Seabrook Intervention, the Seabrook Appeal, the Pine Gully Dispute, and the Zoning Dispute (collectively, the "Released Matters"). Seabrook hereby covenants for itself and the Seabrook Releasors not to bring any claims, actions, suits, or proceedings, in law or in equity, against the Seabrook Releasees, arising out of the Released Matters.

ii. To the extent permitted by the Constitution and the laws of the State of Texas, the PHA for itself and its officials, employees, representatives, successors and assigns and each of them (the "PHA Releasors"), hereby releases, acquits and forever discharges Seabrook and its officials, employees, agents, representatives, successors and assigns, and each of them (the "PHA Releasees"), of and from any and all alleged claims, demands, charges, accounts, obligations, liabilities, causes of action, sums of money, and other claims of every kind and nature, now in existence, whether known or unknown, and whether anticipated or unanticipated, which the PHA Releasors have or may now claim to have or may hereinafter claim to have against the PHA Releasees with respect to the Released Matters. PHA hereby covenants for itself and the PHA Releasors not to bring any claims, actions, suits, or proceedings, in law or in equity, against the PHA Releasees, arising out of the Released Matters.

iii. Notwithstanding anything in Sections 9(a)(i) and (ii) to the contrary, the covenants contained in this Agreement shall survive the Effective Date, and are specifically excluded from coverage of any and all of the releases contained in this Agreement.

iv. Each party hereby represents and warrants to the other that as of the Effective Date, it does not know of any claims it may have against the other with respect to the Released Matters except as expressly provided in this Agreement.

v. Each party represents and warrants that it has relied wholly upon its judgment, belief and knowledge of, and the full and complete legal advice of counsel, as to the existence, nature, extent or duration of any claim, demand, debt, cause of action, rights, agreements or promises

that it may have against the other or released herein, or regarding any other matters, made by the other, or by any other persons representing the other, or by any other person, except as otherwise set forth herein.

b. Additional Facts. The parties hereto and each of them acknowledges that they may hereafter discover facts different from or in addition to those which they know or believe to be true with respect to all or any of the claims, causes of action, costs or demands herein released. However, the parties hereto and each of them agree these mutual releases shall be and remain effective in all respects, notwithstanding the discovery of such different or additional facts.

10. Cooperation and Alternative Dispute Resolution.

a. To further the commitment of the parties to cooperate in the implementation of this Agreement, upon the request of either party, Seabrook and PHA shall each designate and appoint a representative to act respectively on behalf of Seabrook and PHA, except as otherwise provided in this Agreement or by law. The initial representative for Seabrook shall be [Chuck Pinto,] and the initial representative for PHA shall be [Charlie Jenkins.] Each party may identify alternative representatives from time to time. The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this Agreement, and shall cooperate in order to facilitate any third party action needed to complete the actions contemplated by this Agreement.

b. If an impasse or dispute arises out of or relates to this Agreement, or the breach thereof, the parties shall first try in good faith to settle the dispute by negotiation. In the event of any such negotiation, the parties shall personally meet in an effort to resolve such dispute within twenty (20) days of written request to do so by either Seabrook or PHA.

c. In the event the parties cannot, within a reasonable time, resolve any impasse or dispute pursuant to the procedures set forth in Sections 10(a) and 10(b), the parties shall submit the disputed issue to non-binding mediation. The parties shall try in good faith to settle the dispute by mediation, but in no event shall they be obligated to pursue mediation that does not resolve the issue within thirty (30) days after the mediation is initiated or sixty (60) days after mediation is requested. The parties shall share the costs of the mediation equally.

d. Upon a failure or unreasonable delay by either party to perform or otherwise act in accordance with any term or provision of this Agreement, and failure of the procedures set forth in Sections 10(a), 10(b), and 10(c), the other party may give written notice of default specifying the nature of the failure or delay and the manner in which it may be satisfactorily cured, if possible. In the event such failure or delay is not cured within ten (10) days after such notice, the party receiving such notice shall be in default hereunder, and the non-defaulting party shall have all rights and remedies that may be available at law or in equity against the party in default hereunder.

11. Notices and Filings.

a. All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in

writing and delivered personally or sent by telephonic facsimile or registered or certified United States Mail, postage prepaid, if to:

Seabrook, the Council, and the Seabrook City Secretary:	Seabrook City Secretary City of Seabrook 1700 1st St Seabrook, TX 77586 Fax No. (281) 291-5600
With a copy to:	City Attorney Steven L. Weathered Ross, Banks, May, Cron & Cavin, P.C. 2 Riverway, Suite 700 Houston, Texas 77056-1918 Fax No. (713) 623-6014
PHA:	111 East Loop North Houston, Texas 77029 Attention: Executive Director Fax No. (713) 670-2429

or to such other addresses as either party hereto may from time to time designate in writing and deliver in a like manner.

b. Mailing or Facsimile Effective. Notices, filings, consents, approvals, and communications given by mail or facsimile shall be deemed delivered twenty-four (24) hours following deposit in the U.S. mail, postage prepaid and addressed as set forth above, or confirmation of facsimile delivery to the telephone number set forth above.

12. General Provisions.

a. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Seabrook or PHA of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

b. Headings. The descriptive headings of the sections and paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

c. Exhibits. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof.

d. Further Acts. Each of the parties hereto shall execute, acknowledge and deliver all such documents, instruments, stipulations, and affidavits and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

e. Texas Local Government Code Chapter 245. Seabrook agrees that this Agreement shall be considered a "permit" filed on the Effective Date (as defined herein), under Texas Local Government Code Chapter 245, with respect to the PHA Commercial Property.

f. Third Parties. No term or provision of this Agreement is intended to or shall be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

g. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

h. Amendments. No change or addition shall be made to this Agreement except by a written amendment executed by the parties hereto. Any such amendment shall be adopted by Seabrook ordinance or resolution, and Port Commission action.

i. Approvals. Each of the parties respectively represents and warrants to the other that all approvals or consents necessary to the effectiveness of this Agreement have been granted or obtained.

j. Authority. Each party hereby represents that:

i. Each party has complied or shall timely comply with all applicable laws and has taken or shall take all necessary steps, including without limitation, the holding of all required public hearings, to enter into this Agreement and obligate itself hereunder.

ii. Each party has the authority to enter into this Agreement and comply with its requirements.

iii. The individuals executing this Agreement on behalf of the respective parties is authorized and empowered to bind the party on whose behalf each such individual is signing.

k. Severability. Except for the conditions to effectiveness of this Agreement set forth in Section 8, if any other provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect and this Agreement shall be deemed reformed to replace the void or unenforceable provision with a valid and enforceable provision as similar as possible in effect to the void or unenforceable provision. The parties shall meet and confer as soon as practicable for the purpose of drafting, in good faith, the substitute provision. If an applicable law or court of competent jurisdiction prohibits or excuses either party from undertaking any contractual commitment to perform an act hereunder, this

Agreement shall remain in full force and effect, but the provision requiring such action shall be deemed to permit such party to take such action at its discretion. If, however, such party fails to take the action required hereunder, the other shall be entitled (subject to, and in addition to the remedies provided in Section 10) to terminate this Agreement. Further, in the event that this Agreement is terminated for any reason, including any of the reasons contemplated and described herein, after Seabrook has dismissed its claims as specified in Section 1 of this Agreement, the parties agree that Seabrook's dismissal is provided as consideration for PHA's transfer of certain Park Property as described in Section 3 of this Agreement, and PHA shall effectuate such transfer in accordance with the terms and restrictions described in Section 3. In that event, Section 3 shall survive termination of this Agreement.

l. Time of Essence. Time is of the essence of this Agreement and each provision hereof.

m. Counterparts. This Agreement may be signed in counterparts, and the fully executed counterparts shall together constitute a single original Agreement.

n. Attorneys' Fees. Each party shall bear its own costs and attorneys' fees in the Acryl I Suit and the Seabrook Appeal and its own costs and attorneys' fees in connection with the negotiation and drafting of this Agreement.

IN WITNESS WHEREOF, this instrument has been executed in multiple counterparts by the parties as of the Approval Date, to be effective upon the Effective Date.

ATTEST:

Michele L. Glaser
City Secretary

CITY OF SEABROOK, TEXAS

By: Robin C. Riley
Robin C. Riley
Mayor

Date: _____

APPROVED AS TO FORM:

Steven L. Weathered
City Attorney

PORT OF HOUSTON AUTHORITY

By: _____
H. Thomas Kornegay
Executive Director

Date: _____

APPROVED AS TO FORM:

Erik A. Eriksson
General Counsel

APPROVED AS TO CONTENT:

Charlie Jenkins
Director of Planning and Environment

Table of Exhibits

Exhibit "A"	Bayport Property Map, also depicting Acryl I Property Acryl II Property Park Property Industrial District Property Trail System Area PHA Commercial Property
Exhibit "B"	Pine Gully Map
Exhibit "B-1"	Pine Gully Phase IV Criteria
Exhibit "C"	Park Property Legal Description and Survey
Exhibit "D"	Bayport Land Use Map, also depicting Sound Barrier West Berm East Berm Commercial Road (i.e. "Cruise Terminal Access Road") Pond Areas
Exhibit "E"	Off-Site Rail Map, also depicting Sound Barrier West Berm Portion of East Berm Portion of Commercial Road (i.e. "Prop. Cruise Road")
Exhibit "F"	Berm Specifications
Exhibit "G"	Commercial Road Specifications
Exhibit "H-1"	Lighting Specifications
Exhibit "H-2"	Equipment Sound Specifications
Exhibit "H-3"	Container Storage Specifications
Exhibit "I"	Form of Industrial District Agreement

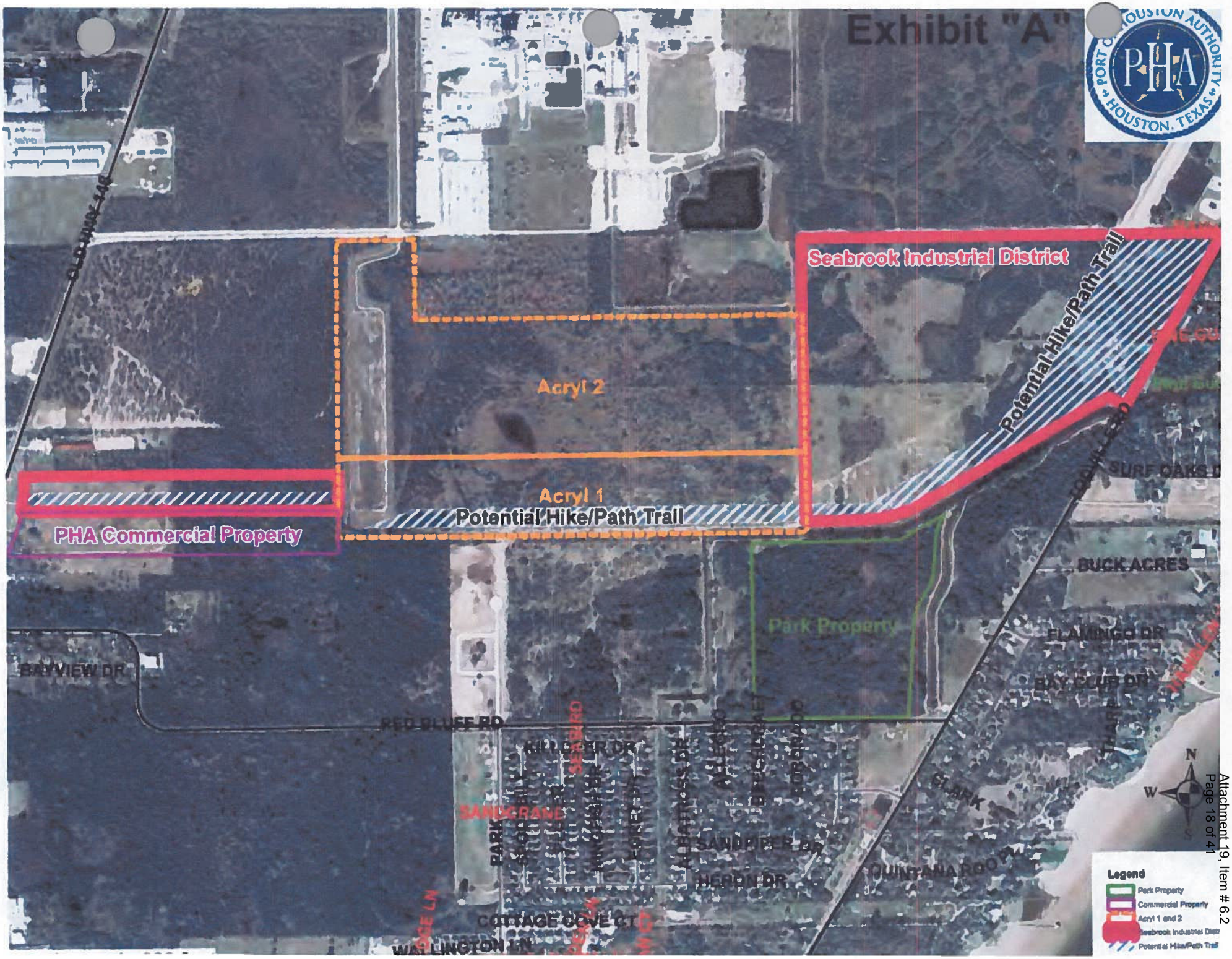


Exhibit "A"
PORT OF HOUSTON AUTHORITY
PHA
HOUSTON, TEXAS
Seabrook Industrial District
Potential Hike/Path Trail
Acryl 2
Acryl 1
Potential Hike/Path Trail
PHA Commercial Property
Park Property
BUCK ACRES
FLAMINGO DR
BAY CLUB DR
BAYVIEW DR
RED BLUFF RD
SEABIRD
SANDGRAND
SANDPIPER DR
HERON DR
QUINTANA RD
COTTAGE COVE CT
WASHINGTON LN
SURF OAKS
N
W
Legend
Park Property
Commercial Property
Acryl 1 and 2
Seabrook Industries Dist
Potential Hike/Path Trail

Exhibit "B"
PINE GULLY
Pine Gully
GODWILL RD
SURF OAKS DR
SURF OAKS DR
BUCK ACRES
1 inch equals 300 feet

EXHIBIT B-1

Pine Gully Phase 4 Criteria

1) Based on topographic/hydrographic surveys, the Gully main channel or north branch is blocked at any cross-section with less than a 15 ft width in main channel or 5 ft width in north branch below the mean lower low water (MLLW) datum.

2) Based on topographic/hydrographic surveys, the Gully main channel has an average depth of less than 2 ft MLLW for reach from mouth of Galveston Bay to the bend just east of Todville Road or the north branch has an average depth of less than 1 ft MLLW for reach from Pine Gully Road to main channel.

3) Shoaling occurs which substantially (>60% of cross-sectional area) blocks the culverts under Pine Gully Road.

4) Based on georeferenced aerial or satellite photos ground-truthed by biological surveys, shoaling causes significant (>50% aerial extent) loss of established wetland vegetation (vegetation which has been in place for at least 6 months).

These criteria are based on biannual monitoring topographic/hydrographic and biological surveys performed during the first three years of the project. If the surveys show that any one of the four above criteria have been met for two consecutive surveys (12 months) then further assessment of the issue and its cause, and possible restoration work will be triggered, unless the sedimentation is directly attributable to a tropical storm or hurricane.

EXHIBIT C

METES AND BOUNDS
41.194 ACRES OUT OF THE
RITSON MORRIS SURVEY A-52

A tract of land containing 41.194 acres being out of a called 500 acre tract as described in Harris County Clerk's File No. P201191 and being located in the Ritson Morris Survey, Abstract No. 52, Harris County, Texas and being more particularly described by metes and bounds as follows;

BEGINNING, at a found five eighths inch iron rod marking the southwest corner of a called 19.184 acre tract as described in Harris County Clerk's File No. R714160 and being the southeast corner of said called 500 acre tract and being in the north line of Red Bluff Road (60 feet wide);

1. THENCE, South 86 degrees 50 minutes 39 seconds West, along the north line of said Red Bluff Road and the south line of said called 500 acre tract, for a distance of 1296.55 feet to a set five eighths inch iron rod with cap stamped "CCI" marking the southwest corner of said called 500 acre tract and the southeast corner of a called 3.05 acre tract as described in Harris County Clerk's File No. X911771, from which a found five eighths inch iron rod with cap bears South 88 degrees East, 0.50 feet;

2. THENCE, North 03 degrees 07 minutes 07 seconds West, along the west line of said called 500 acre tract, for a distance of 1324.83 feet to a set five eighths inch iron rod with cap stamped "CCI" in the south line of a Harris County Flood Control District Easement and Right-of-way as described in Harris County Clerk's File No. D193039;

3. THENCE, North 86 degrees 55 minutes 53 seconds East, along the south line of said Harris County Flood Control District Easement and Right-of-way, for a distance of 1139.04 feet to a set five eighths inch iron rod with cap stamped "CCI";

4. THENCE, North 57 degrees 29 minutes 14 seconds East, continuing along the Harris County Flood Control District Easement and Right-of-way, for a distance of 389.44 feet to a found five eighths inch iron rod with cap stamped "CCI", in the westerly line of said called 19.184 acre tract, from which a found five eighths inch iron rod bears South 41 degrees West, 0.6 feet and a found five eighths inch iron rod bears South 33 degrees West, 1.9 feet;

5. THENCE, South 27 degrees 03 minutes 51 seconds West, along the westerly line of said called 19.184 acre tract for a distance of 30.20 feet (called 29.56 feet) to a found five eighths inch iron rod being the beginning of a tangent curve to the left;

6. THENCE, continuing along the westerly line of said called 19.184 acre tract and following the curve to the left, having a radius of 300.00 feet an chord bearing of South

12 degrees 03 minutes 51 seconds West, a chord length of 155.29 feet for an arc length of 157.08 feet to a found five eighths inch iron rod with cap;

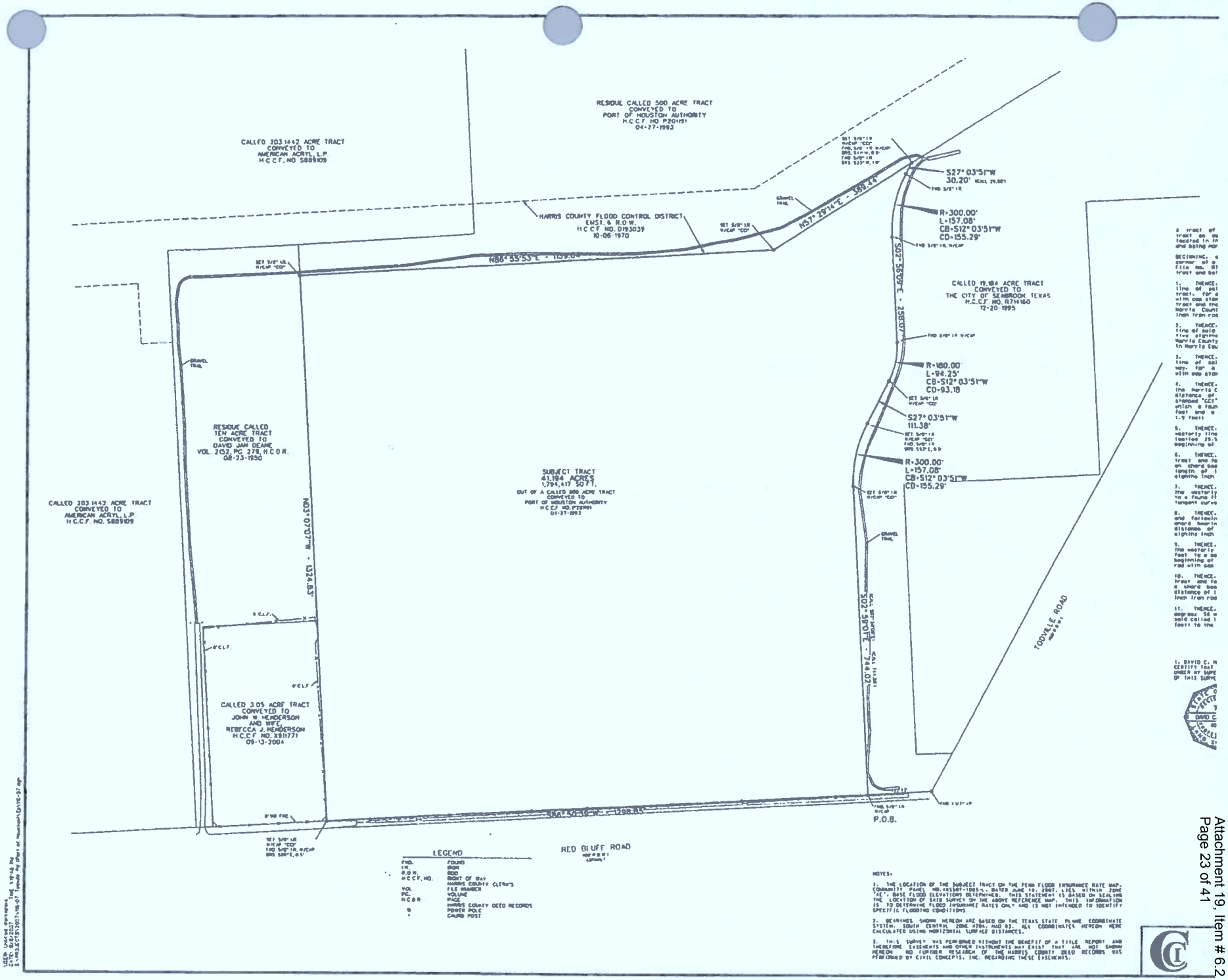
7. THENCE, South 02 degrees 56 minutes 09 seconds East, continuing along the westerly line of said 19.184 acre tract, for a distance of 258.07 feet to a found five eighths inch iron rod with cap and being the beginning of a tangent curve to the right;

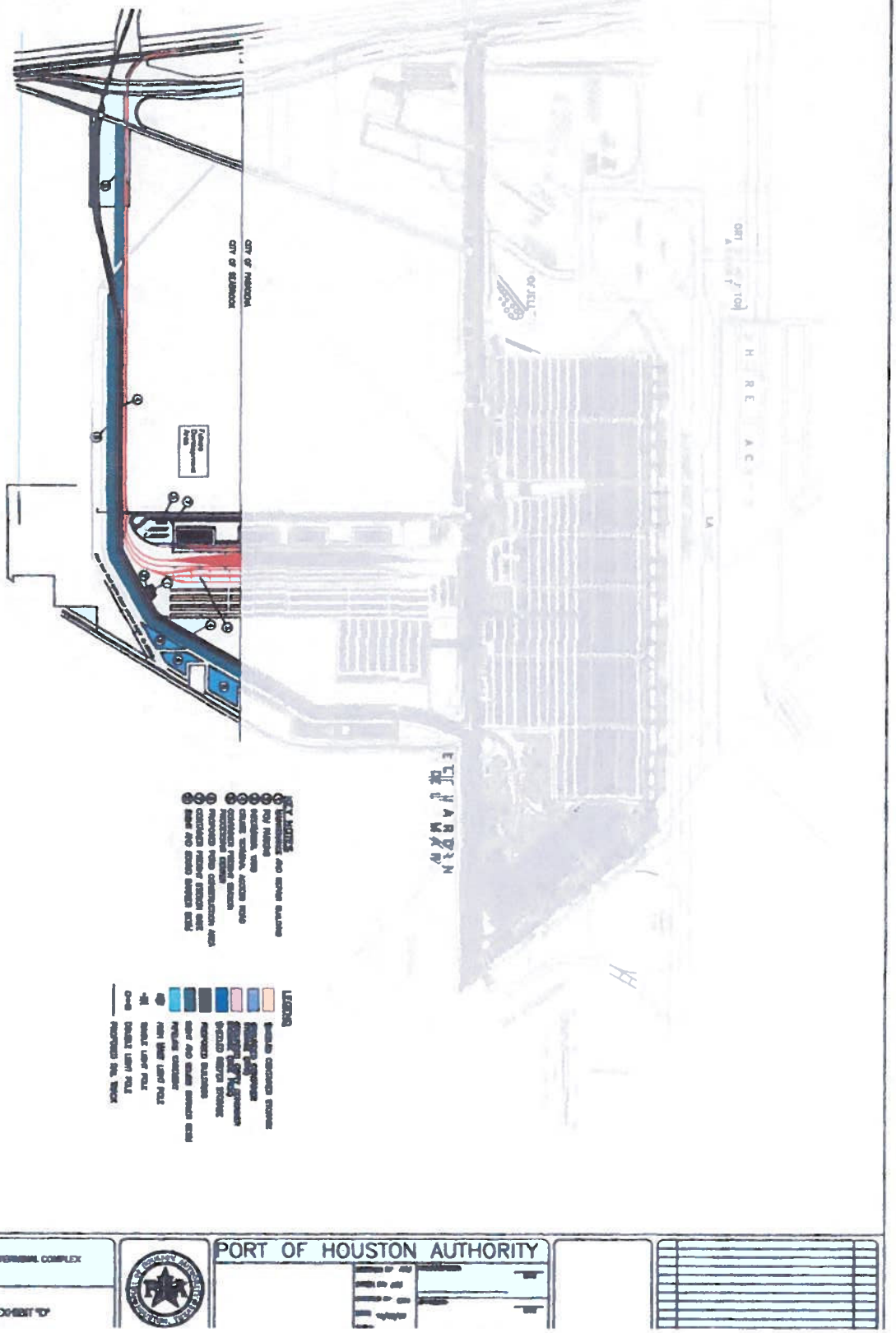
8. THENCE, continuing along the westerly line of said 19.184 acre tract and following the curve to the right, having a radius of 180.00 feet, a chord bearing of South 12 degrees 03 minutes 51 seconds West, a chord distance of 93.18 feet, for an arc length of 94.25 feet to a set five eighths inch iron rod with cap stamped "CCI";

9. THENCE, South 27 degrees 03 minutes 51 seconds West, continuing along the westerly line of said called 19.184 acre tract for a distance of 111.38 feet to a set five eighths inch iron rod with cap stamped "CCI" being the beginning of a curve to the left, from which a found five eighths inch iron rod with cap bears South 53 degrees East, 0.9 feet;

10. THENCE, continuing along the westerly line of said called 19.184 acre tract and following the curve to the left, having a radius of 300.00 feet, a chord bearing of South 12 degrees 03 minutes 51 seconds West, a chord distance of 155.29, for an arc length of 157.08 feet, to a set five eighths inch iron rod with cap stamped "CCI";

11. THENCE, South 02 degrees 59 minutes 01 seconds East (called South 02 degrees 56 minutes 09 seconds East) continuing along the westerly line of said called 19.184 acre tract, for a distance of 744.02 feet (called 744.58 feet) to the POINT OF BEGINNING.


RESIDUE CALLED 500 ACRE TRACT
CONVEYED TO
PORT OF HOUSTON AUTHORITY
H.C.C.F. NO. P201191
04-27-1993
CALLED 303.1442 ACRE TRACT
CONVEYED TO
AMERICAN ACRYL, L.P
H.C.C.F. NO. S889109
HARRIS COUNTY FLOOD CONTROL DISTRICT
ENST. & R.O.W.
H.C.C.F. NO. D193039
10-06-1970
N86°35'53"E - 1139.04'
S27°03'51"W
30.20'
R=300.00'
L=157.08'
CB=S12°03'51"W
CD=155.29'
S02°56'09"E - 239.07'
CALLED 19.184 ACRE TRACT
CONVEYED TO
THE CITY OF SEABROOK TEXAS
H.C.C.F. NO. R714160
12-20-1995
R=180.00'
L=94.25'
CB=S12°03'51"W
CD=93.18'
S27°03'51"W
111.38'
R=300.00'
L=157.08'
CB=S12°03'51"W
CD=155.29'
RESIDUE CALLED
TEN ACRE TRACT
CONVEYED TO
DAVID JAN DEANE
VOL. 2052, PG. 278, H.C.D.R.
08-23-1950
SUBJECT TRACT
41.194 ACRES
1,794,417 SQ.FT.
OUT OF A CALLED 500 ACRE TRACT
CONVEYED TO
PORT OF HOUSTON AUTHORITY
H.C.C.F. NO. P201191
04-27-1993
CALLED 303.1442 ACRE TRACT
CONVEYED TO
AMERICAN ACRYL, L.P
H.C.C.F. NO. S889109
N05°07'07"W - 1329.63'
CALLED 3.05 ACRE TRACT
CONVEYED TO
JOHN W. HENDERSON
AND WIFE,
REBECCA J. HENDERSON
H.C.C.F. NO. X911771
09-13-2004
S02°56'09"E - 746.02'
TODVILLE ROAD
S86°45'36"W - 1298.35'
P.O.B.
RED BLUFF ROAD
LEGEND
FND. FOUND
I.R. IRON
R.O.W. ROD
H.C.C.F. NO. RIGHT OF WAY
HARRIS COUNTY CLERK'S
VOL. FILE NUMBER
PG. VOLUME
H.C.D.R. PAGE
HARRIS COUNTY DEED RECORDS
POWER POLE
CAIRD POST
NOTES:
1. THE LOCATION OF THE SUBJECT TRACT ON THE FEMA FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48167C1005-L, DATED JUNE 18, 2007, LIES WITHIN ZONE "AE". BASE FLOOD ELEVATIONS DETERMINED. THIS STATEMENT IS BASED ON SCALING THE LOCATION OF SAID SURVEY ON THE ABOVE REFERENCE MAP. THIS INFORMATION IS TO DETERMINE FLOOD INSURANCE RATES ONLY AND IS NOT INTENDED TO IDENTIFY SPECIFIC FLOODING CONDITIONS.
2. BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204, NAD 83. ALL COORDINATES HEREON WERE CALCULATED USING HORIZONTAL SURFACE DISTANCES.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND THEREFORE EASEMENTS AND OTHER INSTRUMENTS MAY EXIST THAT ARE NOT SHOWN HEREON. NO FURTHER RESEARCH OF THE HARRIS COUNTY DEED RECORDS WAS PERFORMED BY CIVIL CONCEPTS, INC. REGARDING THESE EASEMENTS.


PORT OF HOUSTON AUTHORITY
BAYPORT TERMINAL COMPLEX
EXHIBIT "D"

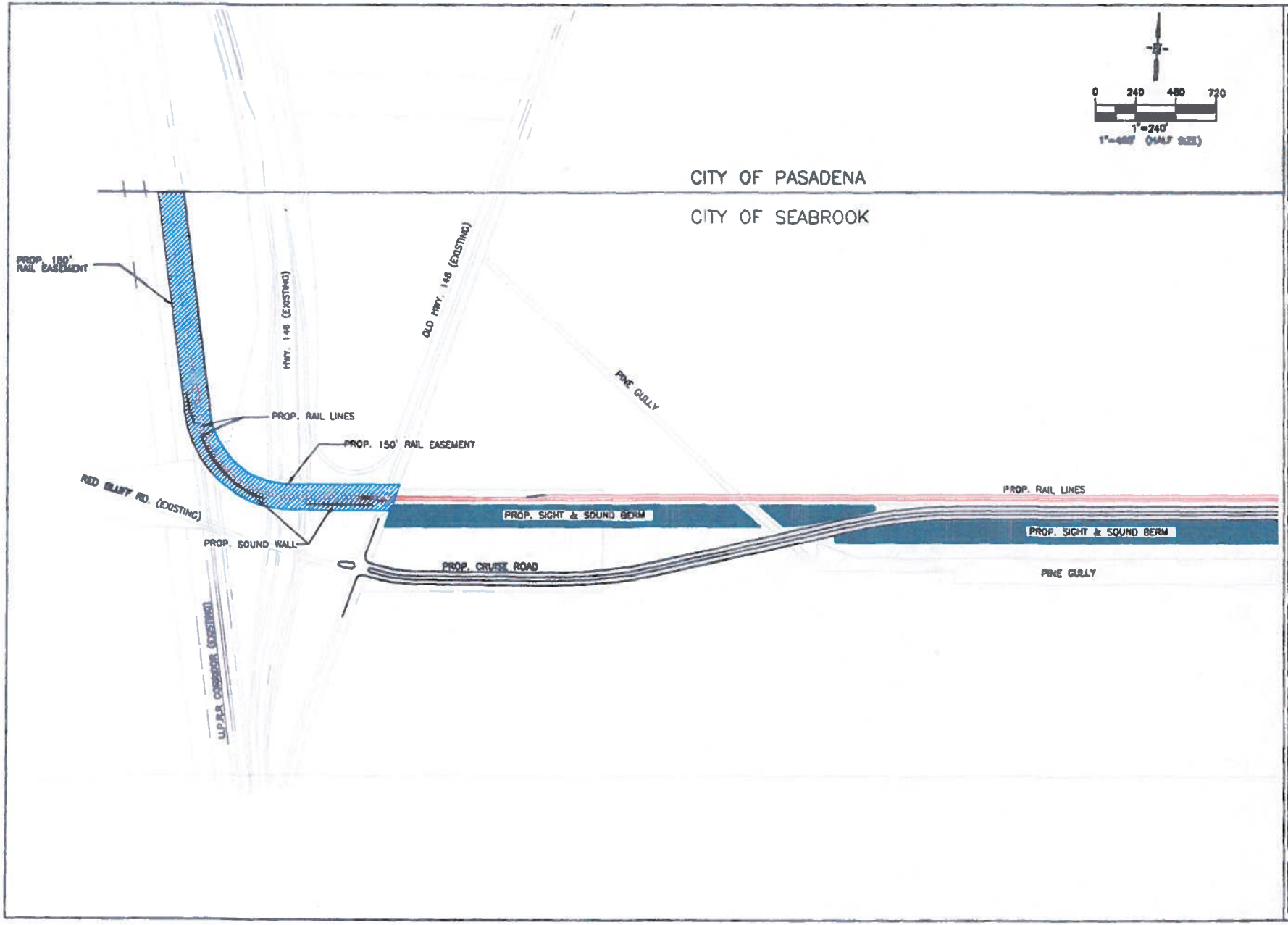

0 240 480 720
1"=240'
CITY OF PASADENA
CITY OF SEABROOK
PROP. 150' RAIL EASEMENT
HWY. 146 (EXISTING)
OLD HWY. 146 (EXISTING)
PINE GULLY
PROP. RAIL LINES
PROP. 150' RAIL EASEMENT
RED GULLY RD. (EXISTING)
PROP. SOUND WALL
PROP. RAIL LINES
PROP. SIGHT & SOUND BERM
PROP. SIGHT & SOUND BERM
PROP. CRUISE ROAD
PINE GULLY
U.P.R.R. CORRIDOR (EXISTING)
PORT OF HOUSTON AUTHORITY

EXHIBIT "F" - RAILROAD CORRIDOR-CRUISE ROAD-BERM CROSS SECTION

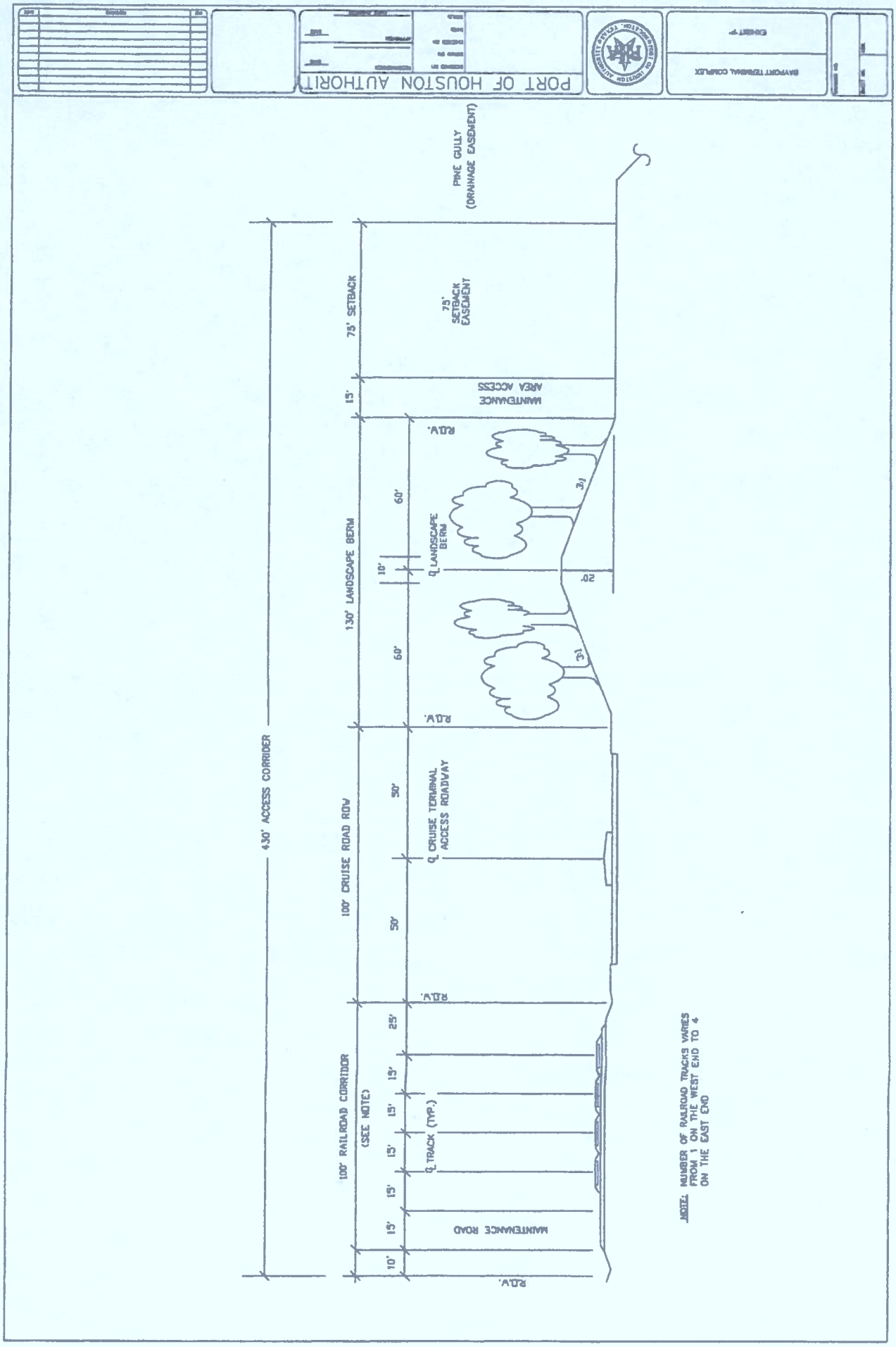


EXHIBIT "F" - CRUISE ROAD - BERM - DETENTION POND CROSS SECTION

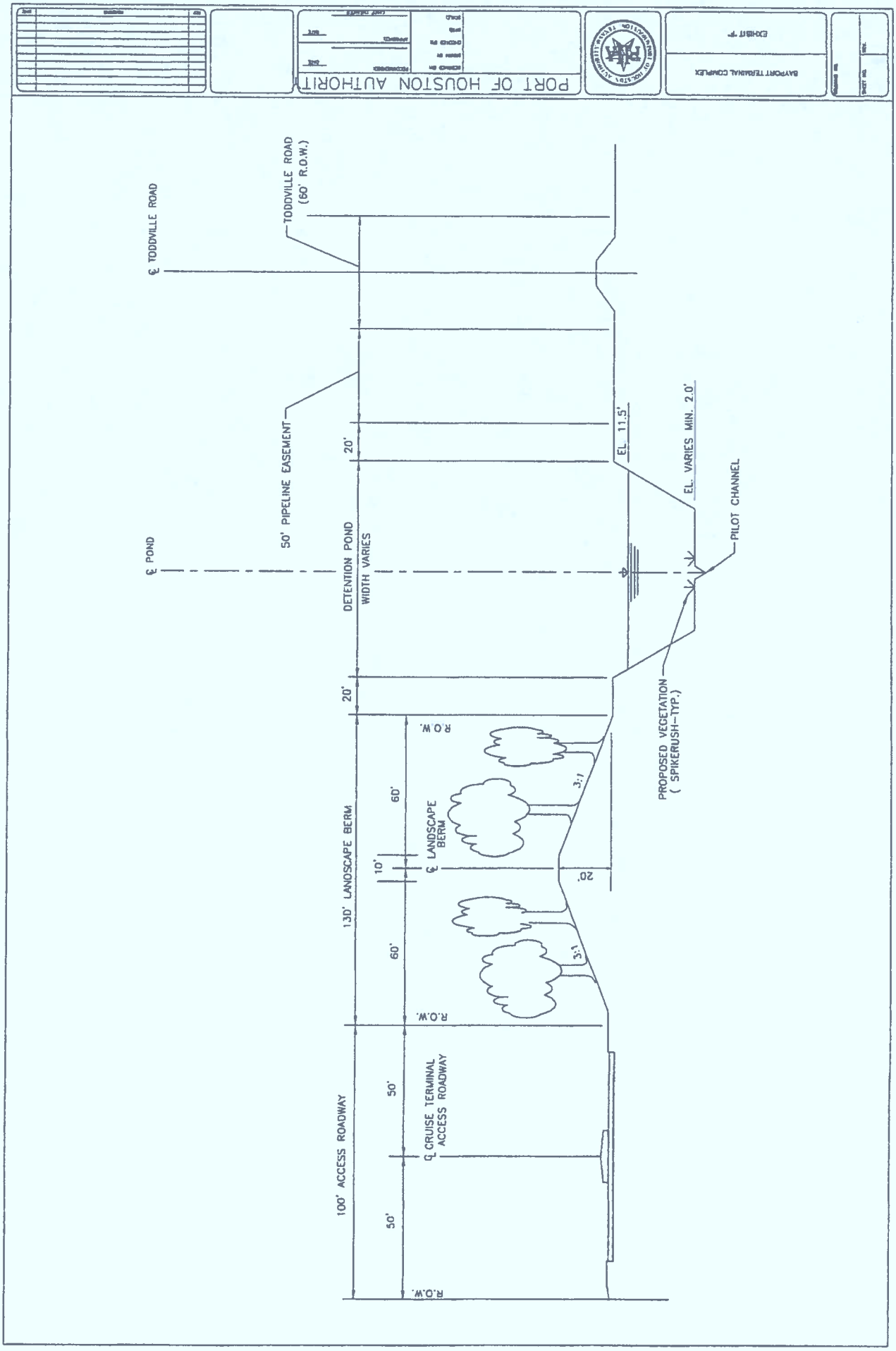


EXHIBIT "F" - CONCEPTUAL LANDSCAPE BERM PLANTING PLAN

PLANT PALETTE

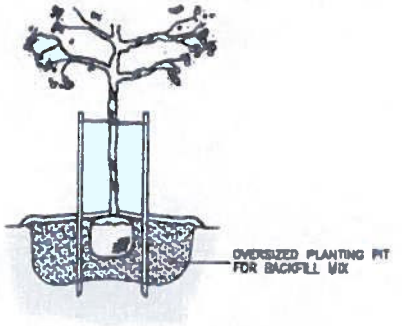
EVERGREEN TREES
- CHERRY LAUREL – PRUNUS CAROLINIANA
- LIVE OAK – QUERCUS VIRGINIANA
- LOBLOLLY PINE – PINUS TAEDA
- SAVANNAH HOLLY – ILEX X ATTENUATA 'SAVANNAH'

DECIDUOUS TREES
- BALD CYPRESS – TAXODIUM DISTICHUM
- BUR OAK – QUERCUS MACROCARPA
- CEDAR ELM – ULMUS PUMILA
- MEXICAN PLUM – PRUNUS MEXICANA
- SHUMARD OAK – QUERCUS SCHUMARDII
- WATER OAK – QUERCUS NIGRA
- WILLOW OAK – QUERCUS PHELLOS

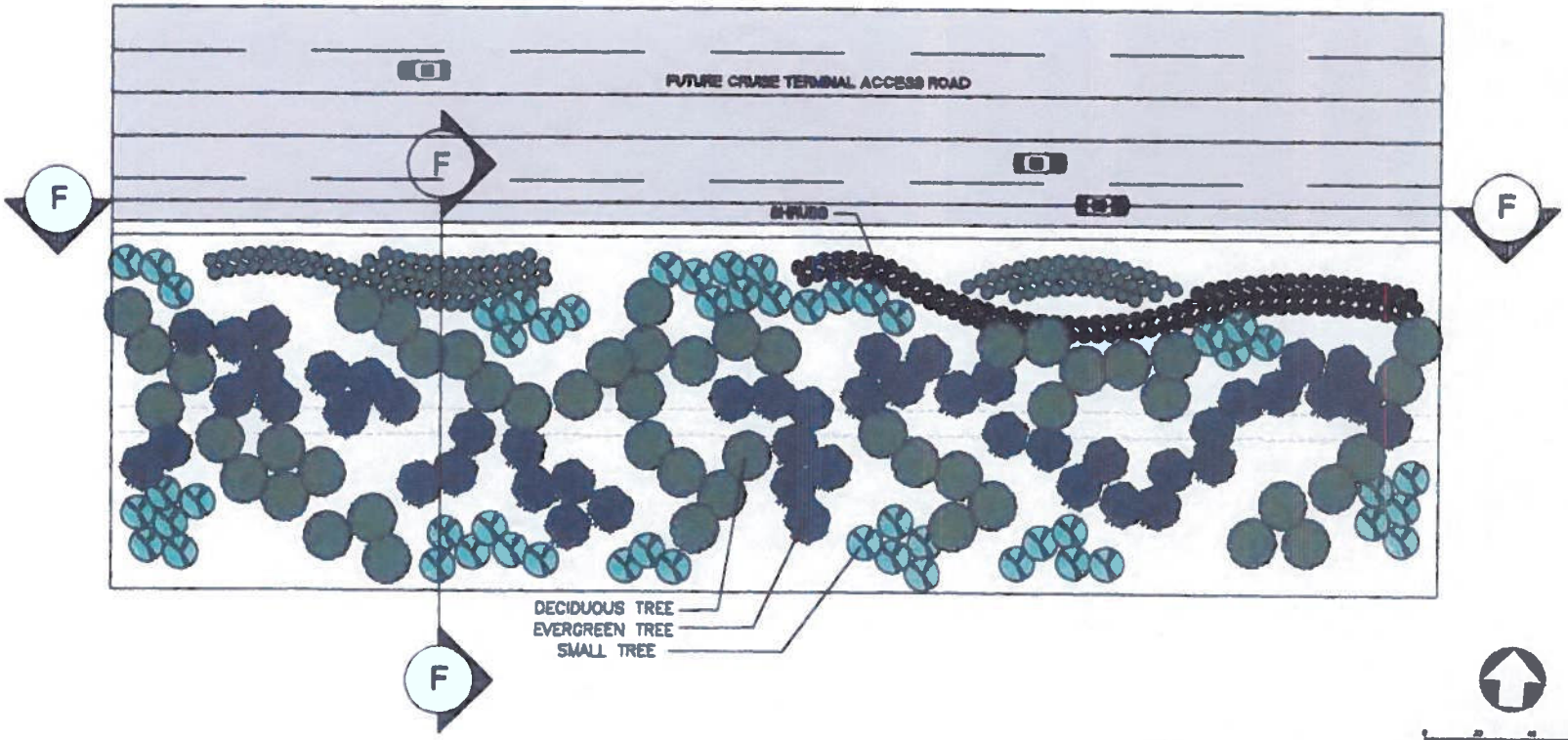
EVERGREEN SHRUBS
- DWARF BURFORD HOLLY – ILEX CORNUTA 'BURFORDII'
- DAHOON HOLLY – ILEX CASSINE 'DAHOON'
- ELEAGNUS – ELEAGNUS PUNGENS
- FOSTER'S HOLLY – ILEX X ATTENUATA 'FOSTERI'
- TEXAS SAGE – LEUCOPHYLLUM FRUTESCENS
- WAX MYRTLE – MYRICA CERIFERA
- YAUPON – ILEX VOMITORIA

DECIDUOUS SHRUBS
- AMERICAN BEAUTYBERRY – CALLICARPA AMERICANA VAR. AMERICANA
- CHASTE TREE – VITEX AGNUS CASTUS
- DECIDUOUS HOLLY – ILEX DECIDUA
- PINK PEPPERBUSH – CLETHRA ALNIFOLIA
- SWEETSPIRE – ITEA VIRGINICA

HERBACEOUS LAYER
- BAMBOO MUHLY – MUHLENBERGIA DUMOSA
- BIG BLUESTEM – ANDROPOGON GERARDII
- CORALBEAN – ERYTHRINA HERBACEA
- GULF COAST MUHLY – MUHLENBERGIA CAPILLARIS
- INLAND SEA OATS – CHASMANTHIUM LATIFOLIUM
- MAIDEN GRASS – MISCANTHUS SINENSIS 'GRACILLIMUS'
- MEXICAN FEATHER GRASS – STIPA TINUSSIMA
- TEXAS WAX MALLOW – MALVAVISCUS ARBOREUS



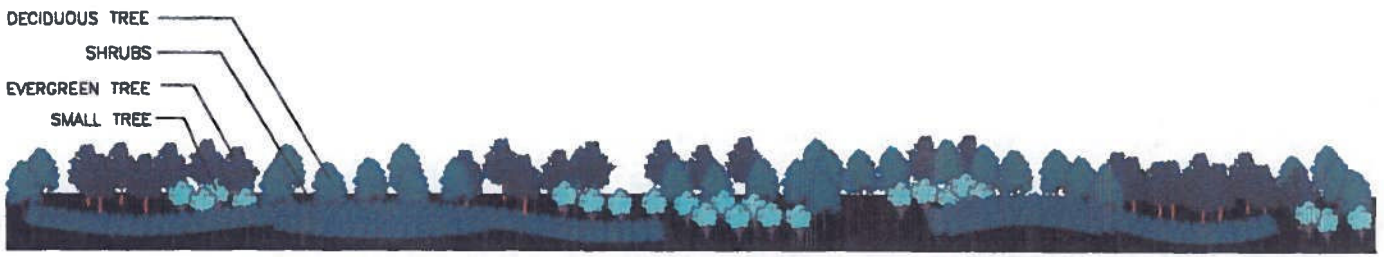
TYPICAL TREE PLANTING

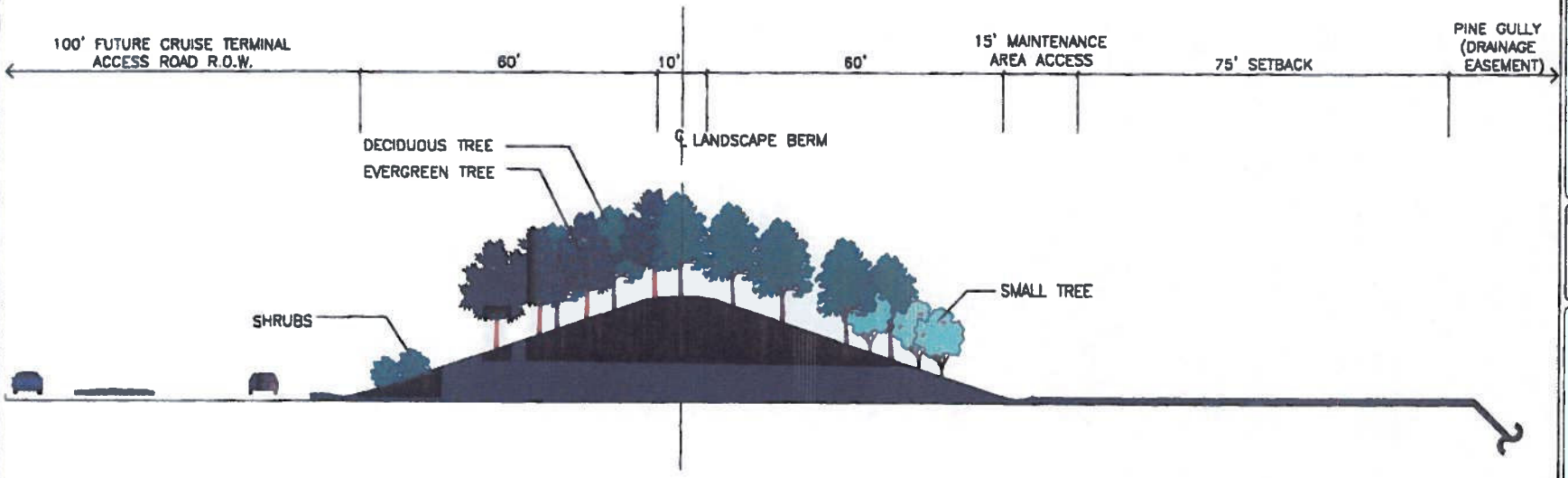


PORT OF HOUSTON AUTHORITY

BAYPORT TERMINAL COMPLEX

EXHIBIT "F" - CONCEPTUAL LANDSCAPE BERM ELEVATION AND SECTION





PORT OF HOUSTON AUTHORITY

BAYPORT TERMINAL COMPLEX

EXHIBIT "F"

EXHIBIT G

BERM-COMMERCIAL ZONE-CRUISE ROAD CROSS SECTION

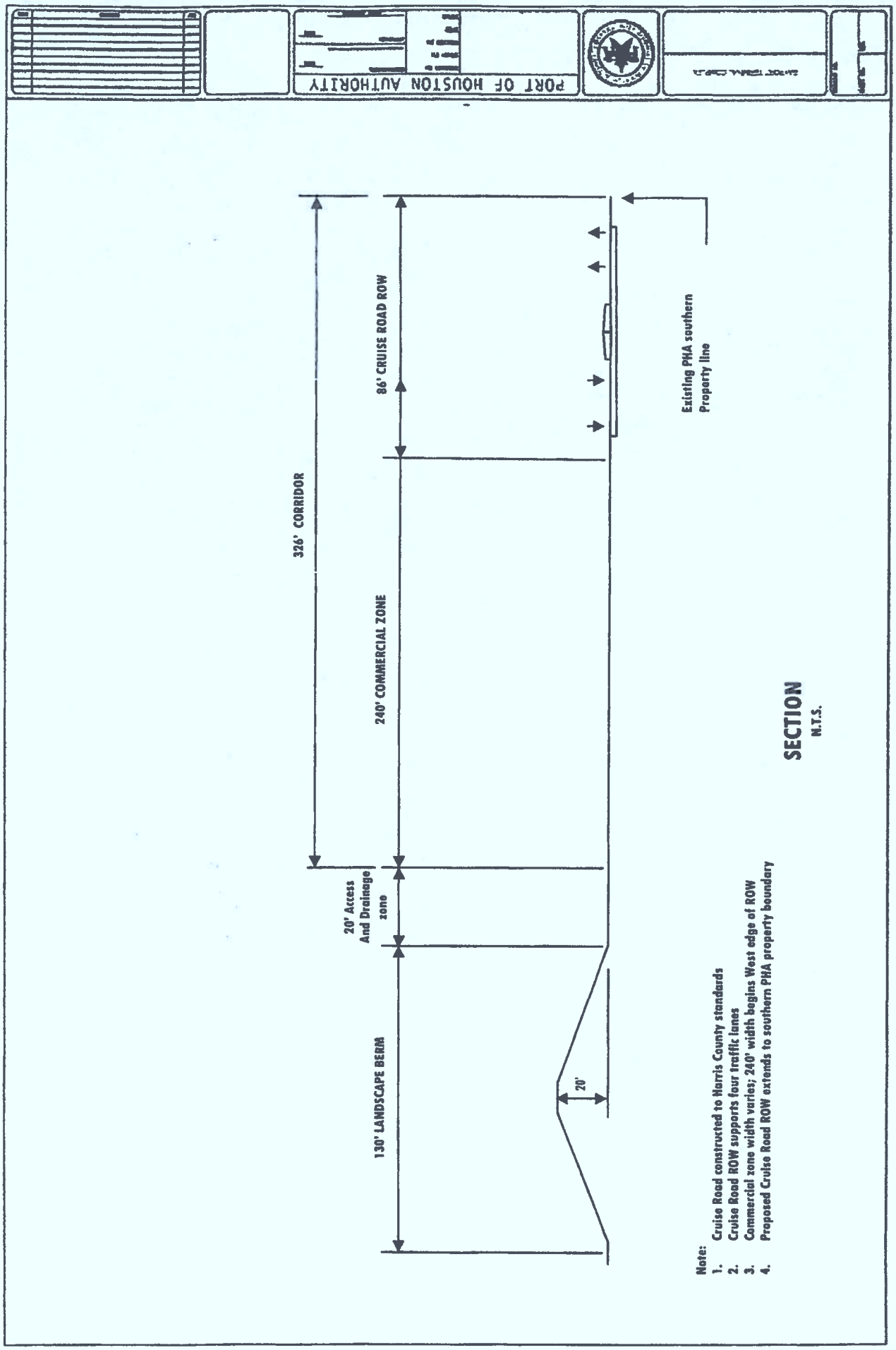


EXHIBIT H-1

Lighting Specifications

The design elements have been developed to minimize glare, light spill, light trespass, and light pollution to surrounding areas, especially residential areas. These elements are:

All high mast lighting fixtures will be of the "dark sky" type developed by major manufacturers.

All high mast lighting will incorporate the use of either light shields or compact bulbs solutions to avoid changes to lighting conditions to Seabrook.

During the lighting design, an effort would be made to control light rays to avoid unacceptable light trespass or pollution while adhering to these general lighting criteria.

EXHIBIT H-2

Equipment Sound Specifications

Excessive Noise will be prohibited from 10:00 p.m. to 7:00 a.m. during construction. Excessive noise, in this case, is defined as +55 dBA L_{eq} (h) (hourly equivalent sound level) or 5 dBA above the ambient sound level where the ambient sound level is less than 50 dBA L_{eq} (h). This limit will be applied at the property line of the noise receptor. Reports of non-compliance will be referred to the appropriate local authorities for investigation and resolution.

EXHIBIT H-3

Container Storage Specifications

Containers shall be stored at the Terminal within Seabrook so as not to be visible to a normal adult observer standing on Todville Road or Red Bluff Road within Seabrook, once the Berm is constructed and landscaped as required in the Agreement.

EXHIBIT I
INDUSTRIAL DISTRICT AGREEMENT
CITY OF SEABROOK AND PORT OF HOUSTON AUTHORITY

This Industrial District Agreement (the "Agreement") is entered into as of the date last set forth beneath the parties' signatures below (the "Effective Date"), by and between the City of Seabrook, Texas, a municipal corporation ("Seabrook"), and the Port of Houston Authority of Harris County, Texas, a governmental subdivision of the State of Texas ("PHA"), with reference to the following:

A. It is established policy of the City Council of Seabrook to adopt reasonable measures permitted by law, which will enhance the economic stability and growth of Seabrook and its environs, and such policy is hereby reaffirmed and adopted by the Seabrook City Council as being in the best interest of Seabrook and its citizens.

B. Pursuant to that certain Memorandum of Settlement Agreement, which was approved by the parties _____, 2007 (the "Memorandum of Settlement Agreement"), Seabrook and PHA have undertaken to finally settle and resolve certain disputes between them on the terms set forth therein. In consideration therewith, Seabrook has disannexed certain property owned by PHA as more particularly described in Exhibit "A" (the "Industrial District Property") as established by Ordinance __-__, and designated the Industrial District Property as the City of Seabrook Industrial District (the "PHA Industrial District"), as established by Ordinance __-__, and the parties intend to enter into an Industrial District Agreement, in order to establish certain guidelines, standards, and agreements to govern improvement and use of the Industrial District Property.

C. Pursuant to said policy, the Memorandum of Settlement Agreement, and the provisions of Local Government Code §42.044, Seabrook desires to enter into this Agreement with PHA pursuant to Resolution adopted by Seabrook and recorded in the official minutes of Seabrook.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seabrook and PHA agree as follows:

1. Industrial District Property Status. Seabrook covenants and agrees that during the term of this Agreement, and subject to the terms and provisions of this Agreement, the Industrial District Property shall continue and retain its extraterritorial status within the Industrial District. Seabrook does further covenant and agree that the Industrial District Property shall be immune from annexation by Seabrook during the term of this Agreement, subject to the provisions of this Agreement.

2. Term. The term of this Agreement shall be fifteen (15) years, beginning on the Effective Date, unless extended for additional period or periods of time upon mutual consent of PHA and Seabrook as provided by Local Government Code §42.044.

3. No Municipal Services. During the term of this Agreement, Seabrook shall have no obligation to provide any governmental, proprietary, or other municipal services to the Industrial District Property, including without limitation, any (a) sewer or water service, (b) police protection, (c) fire protection, (d) road or street repairs, or (e) garbage pickup service.

4. No Exercise of Powers. Seabrook further covenants and agrees that during the term of this Agreement, Seabrook shall not extend or enforce with respect to the Industrial District Property any exercise or attempted exercise of any police power or powers of health, safety and welfare of Seabrook, including without limitation its extension or enforcement of any ordinances, rules or regulations attempting to (a) govern zoning, plats and subdivisions of land, (b) prescribe any building, electrical, plumbing, inspection, or other development code or codes, (c) exercise, in any manner whatsoever, control over the conduct of PHA's development of the Industrial District Property, except as set forth in the Memorandum of Settlement Agreement and/or this Agreement, or (d) exercise, in any manner whatsoever, control over the conduct of PHA's business with respect to the Industrial District Property, except as set forth in the Memorandum of Settlement Agreement, which is incorporated herein by reference. The conduct of PHA's business with respect to the Industrial District Property shall be governed by the Memorandum of Settlement Agreement. As a condition hereto, PHA covenants and agrees that PHA will not file any type of subdivision plat or related development document for the Property with Harris County or Seabrook without Seabrook's consent.

5. Remedies. In the event either party breaches or attempts to breach this Agreement, then at the option of the non-breaching party, the party breaching or attempting to breach this Agreement shall be temporarily enjoined from the date of its breach for the balance of the term of this Agreement, from taking any action in violation of this Agreement.

6. Attempted Annexation or Incorporation by Third Party.

a. If any attempt to annex the Industrial District Property or any portion thereof is made by another municipality, or if the incorporation of any new municipality should be attempted so as to include within its limits all or any portion of the Industrial District Property, Seabrook and PHA jointly shall have the right to institute or intervene in a judicial proceeding seeking a temporary and permanent injunction against such annexation or incorporation and shall take such other legal action as may be necessary or advisable under the circumstances.

b. The costs of any such legal action shall be equally shared by Seabrook and PHA to pursue a joint and common effort, the judicial proceedings seeking the temporary and permanent injunction against such annexation or incorporation and any other legal action as may be necessary or advisable under the circumstances for the good and benefit of both Seabrook and PHA. However, the fees of any special legal counsel shall be paid by the party retaining same.

c. If Seabrook and PHA are unsuccessful in obtaining a temporary injunction enjoining such annexation or incorporation, PHA shall have the option of terminating this Agreement.

7. PHA Affiliates. The benefits accruing to the Industrial District Property under this Agreement shall extend only to PHA or PHA 's "Affiliates" that are governmental non-taxable entities (as hereinafter defined) that may own such land and property, and where reference is made herein to land and property owned by PHA, such reference shall also include land and property owned by PHA's Affiliates. "Affiliates" as used in this Agreement shall mean all corporations, partnerships, limited liability companies, or other business enterprises in which PHA directly or indirectly through one or more intermediaries, owns or controls a majority of the equity interests of such corporation, partnership, limited liability, company, or other business enterprise so long as the Affiliate is a non taxable governmental subdivision/entity.

8. Transfer of Industrial District Property. If the Industrial District Property or any portion thereof is sold by PHA, or any other owner to a third party, PHA shall provide prior written notice of this Agreement to the prospective purchaser/grantee and to Seabrook. Seabrook shall, if the purchaser is a non taxable governmental subdivision/entity, enter into an agreement binding the purchaser and its assigns upon terms substantially similar to those contained in this Agreement for the balance of the term of this Agreement. If the proposed purchaser is a taxable entity, than Seabrook, in its sole discretion shall determine whether to enter into a similar Agreement, and evaluate other terms/conditions determined necessary by Seabrook to address issues associated with a third party that is not a political subdivision, (specifically including payment for the taxable values of the subject property and taxable sales of the entity), for the balance of the term of this Agreement. If such purchaser or its assigns for any reason fail to execute such agreement within four (4) months after the date of the sale, all the Industrial District Property sold shall be excluded from coverage of this Agreement and shall be subject to annexation and regulation by Seabrook.

9. Authority for Agreement. This Agreement is made under the authority of the Constitution and laws of the State of Texas, including Local Government Code §42.044, as amended, and under the general power to contract of each of the parties to this Agreement. It is understood and agreed that should Local Government Code §42.044 ever be held by a court of competent jurisdiction to be void or invalid, such holding shall not affect the validity and enforceability of this Agreement by and against the parties to this Agreement.

10. Recordation. An original counterpart of the Agreement shall be promptly recorded by PHA in the Real Property Records of Harris County, Texas following the Effective Date.

11. Notices and Filings.

a. All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by telephonic facsimile or registered or certified United States Mail, postage prepaid, if to:

Seabrook, the City Council, and the Seabrook City Secretary:	Seabrook City Secretary City of Seabrook 1700 1st St Seabrook, TX 77586

Fax No. (281) 291-5600

With a copy to:

City Attorney
Steven L. Weathered
Ross, Banks, May, Cron & Cavin, P.C.
2 Riverway, Suite 700
Houston, Texas 77056-1918
Fax No. (713) 623-6014

PHA:

111 East Loop North
Houston, Texas 77029
Attention: Executive Director
Fax No. (713) 670-2429

or to such other addresses as either party hereto may from time to time designate in writing and deliver in a like manner.

b. Mailing or Facsimile Effective. Notices, filings, consents, approvals, and communications given by mail or facsimile shall be deemed delivered twenty-four (24) hours following deposit in the U.S. mail, postage prepaid and addressed as set forth above, or confirmation of facsimile delivery to the telephone number set forth above.

12. General Provisions.

a. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Seabrook or PHA of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

b. Headings. The descriptive headings of the sections and paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

c. Exhibits. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof.

d. Further Acts. Each of the parties hereto shall execute, acknowledge and deliver all such documents, instruments, stipulations, and affidavits and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

e. Third Parties. No term or provision of this Agreement is intended to or shall be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

f. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

g. Amendments. No change or addition shall be made to this Agreement except by a written amendment executed by the parties hereto. Any such amendment shall be adopted by Seabrook ordinance or resolution, and Port Commission action.

h. Approvals. Each of the parties respectively represents and warrants to the other that all approvals or consents necessary to the effectiveness of this Agreement have been granted or obtained.

i. Authority. Each party hereby represents that:

i. Each party has complied or shall timely comply with all applicable laws and has taken or shall take all necessary steps, including without limitation, the holding of all required public hearings, to enter into this Agreement and obligate itself hereunder.

ii. Each party has the authority to enter into this Agreement and comply with its requirements.

iii. The individuals executing this Agreement on behalf of the respective parties is authorized and empowered to bind the party on whose behalf each such individual is signing.

j. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect and this Agreement shall be deemed reformed to replace the void or unenforceable provision with a valid and enforceable provision as similar as possible in effect to the void or unenforceable provision. The parties shall meet and confer as soon as practicable for the purpose of drafting, in good faith, the substitute provision. If an applicable law or court of competent jurisdiction prohibits or excuses either party from undertaking any contractual commitment to perform an act hereunder, this Agreement shall remain in full force and effect, but the provision requiring such action shall be deemed to permit such party to take such action at its discretion. If, however, such party fails to take the action required hereunder, the other shall be entitled (subject to, and in addition to the remedies provided elsewhere herein) to terminate this Agreement.

k. Counterparts. This Agreement may be signed in counterparts, and the fully executed counterparts shall together constitute a single original Agreement.

l. Attorneys' Fees. Each party shall bear its own costs and attorneys' fees in connection with the negotiation and drafting of this Agreement.

m. Change in Law. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or Seabrook's ability to annex the properties covered herein pursuant to the terms of this Agreement.

n. Survival of Agreement. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of paragraphs 2, 4, and 5 herein.

IN WITNESS WHEREOF, this instrument has been executed in multiple counterparts by the parties to be effective as of the Effective Date.

ATTEST:

_____
Michele L. Glaser
City Secretary

CITY OF SEABROOK, TEXAS

By: _____
Robin C. Riley
Mayor
Date: _____

APPROVED AS TO FORM:

_____
Steven L. Weathered
City Attorney

PORT OF HOUSTON AUTHORITY

By: _____
H. Thomas Kornegay
Executive Director
Date: _____

APPROVED AS TO FORM:

_____
Erik A. Eriksson
General Counsel

APPROVED AS TO CONTENT:

_____
Charlie Jenkins
Director of Planning and Environment

SEABROOK ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this _____, 2007, by Robin C. Riley, Mayor of the City of Seabrook, Texas, a municipal corporation, on behalf of said municipal corporation.

_____
Notary Public, State of Texas

PHA ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this _____, 2007, by H. Thomas Kornegay, Executive Director of the Port of Houston Authority of Harris County, Texas, a governmental subdivision of the State of Texas, on behalf of said governmental subdivision.

_____
Notary Public, State of Texas

Table of Exhibits

Exhibit "A" Industrial District Property