

**SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
TUESDAY, AUGUST 18, 2015 - 7:00 PM**

NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **TUESDAY AUGUST 18, 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

- 1.1 Presentation to recognize the Community Development Department for an outstanding meeting on July 30 at Bay Elementary to kick off the Comprehensive Master Plan Review. (Cook)

 ATTACHMENT 1

- 1.2 Presentation by Offshore Thunder Productions in regards to 2015 Texas Outlaw Challenge held June 17-21. (Paul Robinson)
- 1.3 Presentation by Port of Houston Authority Staff to include but not limited to the Rail, Quiet Zones, Sound Barrier options, and Seabrook Rail Spur Noise Barrier Review. (PHA)

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 final acceptance of all new infrastructure improvements to the Sanitary Sewer Utility for Harbortown Estates. (Chairez)

📎 ATTACHMENT 3

- 3.2 Approve Monthly Public Safety Report for July 2015. (Wright)

📎 ATTACHMENT 4

- 3.3 Approve Monthly Building Report for July 2015 (Landis)

📎 ATTACHMENT 5

- 3.4 Approve the City auction items list for the annual surplus auction. (Chairez)

📎 ATTACHMENT 6

- 3.5 Approve the minutes of the July 13, 2015 City Council Budget Workshop meeting. (Hicks)

📎 ATTACHMENT 7

- 3.6 Approve the minutes of the July 14, 2015 City Council Budget Workshop meeting. (Hicks)

📎 ATTACHMENT 8

- 3.7 Approve the minutes of the July 28, 2015 regular City Council meeting. (Hicks)

📎 ATTACHMENT 9

- 3.8 Approve the minutes of the August 04, 2015 regular City Council meeting. (Hicks)
- 3.9 Approve an excused absence for Glenn Royal for the July 28, 2015 regular City Council meeting. (Hicks)
- 3.10 Approve an excused absence for Robert Llorente for the August 04, 2015 regular City Council meeting. (Hicks)

END OF CONSENT AGENDA

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

- 4.1 Consider approval of market study cities and next steps for Compensation Study to be completed by Public Sector Personnel Consultants. (Cook)

 ATTACHMENT 10

- 4.2 Consider approval of a proposal by Cobb Fendley to update the Water and Wastewater Capital Improvements Plan and Impact Fee Determination 2005-2014 in an amount not to exceed \$30,000.00, and authorize the City Manager to execute an agreement for the same, after review by the City Attorney. This is an unbudgeted item. (Landis)

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

 ATTACHMENT 11

- 5.1 Consider approval of the final bill for the Waterfront Drive Improvement Project to AT&T in the amount of \$119,585.84. (Cook)

 ATTACHMENT 12

- 5.2 Approve on second and final reading proposed Ordinance No. 2015-14, "Amendment to the Official Street Map to Rename Second Street to Main Street." This item was tabled on July 28, 2015. (Landis)

AN ORDINANCE AMENDING THE OFFICIAL CITY STREET MAP OF THE CITY OF SEABROOK, WHICH IS PART OF THE SEABROOK CITY CODE OF ORDINANCES, CHAPTER 75, "STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES", ARTICLE 2, "STREETS", SECTION 75-26, "STREET NAMING AND NUMBERING MAP", BY RENAMING "SECOND STREET" TO "MAIN STREET", REQUIRING THAT THE "CITY STREET MAP" BE AMENDED TO REFLECT THIS CHANGE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.

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

 ATTACHMENT 13

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

 ATTACHMENT 14

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

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

- 7.1 Update on proposal from Waste Management and a pilot program for larger recycling bins. (Cook)

8.0 EXECUTIVE SESSION

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

Section 551.071

 ATTACHMENT 15

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

9.0 OPEN MEETING

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

- 9.1 Consider and authorize approval or action on amendments to the Memorandum of Understanding (MOU) with the Port of Houston Authority (PHA). (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 Friday, August 14, 2015 no later than 5:00 p.m. and that this notice will remain posted until the meeting has ended.

Robin Hicks, City Secretary

2015 TEXAS OUTLAW CHALLENGE: Event Summary

COMMUNITY REVENUE BENEFIT

Event Date: June 17-21, (8th Annual)

Attendance: 205 Boat Teams & 1400 Guests & 1500 Spectators

TRANSPORTATION

- 205 boats (200gal fuel tanks) = 41,000 gals x \$4.75 = \$194,750
 - o \$194,750 x two fill-ups = \$389,500
- 150 Non-local participant trucks (boat towing) x 60gallons (re-fuel) = 9000 gal x \$4.00 = \$36,000
- Rental Cars (50) x \$150 = \$7500 + Fuel (50x15galx\$3.85) = \$2887.

TOTAL TRANSPORTATION = \$428,387.00

ACCOMMODATIONS

- Event is 4 night evening-stay activity
- **Non-Local: Vendors + Visiting Weekend Spectators = 75 Rooms (estimate) = 300 Room Nights**
- **Non-Local: Registrations (from Registration Form):** 150 boats = 300 (Captain and 1st Mate) + 750 Crew = 1050 Non-Local Guests
- 1050 persons is represented by 150 couples, and 750 singles
 - o COUPLES: 150 divided by 2 = **75** rooms (couples) x 4 night event-stay = **300 room nights**
 - o SINGLES: 750 (sharing a room) = **375** rooms x 4 night event-stay = **1500 room nights**
- Average room night cost including taxes = \$150
- (300+300+1500) = 2100 Room nights x \$150.

TOTAL ACCOMODATIONS = \$315,000

FOOD & BEVERAGE

- Thursday: Event Food = \$4000.00
- Thursday Evening: Beverages = 1400 participants x 2drinks x \$6.00 (average) = \$16,800.00
- Friday Breakfast: 1400 x \$10.00 = \$14,000.00
- Friday Lunch: 1400 x \$16.00 = \$22,400.00
- Friday Evening: Event Provided = \$21,000.00
- Friday Afternoon/Evening: Beverages = 2000 participants x 3drinks x \$6.00 (average) = \$36,000.00
- Saturday (Event food): Lunch = \$21,000, Dinner = \$19,500 = \$40,500.00
- Saturday Beverages: = 1500 participants x 3drinks x \$6.00 (average) = \$27,000.00
- Sunday Breakfast and Beverages: 1400 x \$10.00 = \$14,000.00
- Sunday Lunch and Beverages: 1400 x \$10.00 = \$14,000.00
- Weekend grocery purchases: On-board boat and hotel room groceries:
 - o Visiting Guests Purchases: 1400 x (\$10 each of 4-days) = \$56,000
 - o Boat Groceries and Beverages: 205 x \$100 = \$20,500

EVENT FOOD & BEVERAGE = \$286,200.00

LOCAL EQUIPMENT RENTALS AND SUPPORT PURCHASES

- Dining contracts and banquet accommodations = \$25,500
- Security = \$6000
- Sanitation = \$1000
- Media Helicopter and Photo Staff = \$6500
- Local Food Purchases and labor prep for banquets = \$11,500
- Guest shuttles (during late evenings) = \$2500
- Local Labor and infrastructure for event production = \$10000
- Event Fencing = \$2500
- Safety Program (Ambulance standby, Medics, equipments) = \$3200

TOTAL RENTALS = \$68,700.00

ADVERTISING (National Campaign includes all FL and CA Boat Shows & LA and TX regions outside of Clear Lake)

- Local Banner/Signage Services = \$7500
- Local Advertising Purchases = \$8000
- Local Award Purchases for Sponsors and Guests = \$9750
- Advertising Shirt Design and production = \$16,000
- Advertising Printing and Packaging Purchases = \$7500
- National Magazine Ads - \$7500
- Distribution to National Clubs and Newsletters - \$5500
- Local and National Mailing - \$3500
- Website Advertising Management - \$13,000
- Media Relations Support - \$5000
- Exposure and Audience Reach Program (Local, State, National & International) - \$15,000

TOTAL ADVERTISING = \$98,250.00

2015 TOTAL Estimate: “SUPPORTING LOCAL COMMERCE”= \$1,196,537.00

2015 Charity Recipients

Kemah Lions Club

Clear Creek Environmental Foundation: Volunteers

Boys & Girls Harbor: Family Fostering

The Bridge: Women's Shelter

Special Spaces: Terminal Children Support

Sentinel Wounded Warriors

Shiners Children Hospital Galveston

Galveston & Clear Lake Families Experiencing Down Syndrome

SPECIAL THANK YOU TO ALL OUR SUPPORTERS!!



Texas Outlaw Challenge Marketing & Promotions 2015

2015 Marketing and Promotions was implemented in October of 2014, however, social media coverage and build up for the event was in process since July 2014. Exposure and Audience Reach was Connected via: Social Media, Digital, Broadcasting, Internet, Website, Radio, Sponsor co-promotions, direct mail, e-blast, retail promotions, banners and public relations campaign to name a few. Note this is an overview of the Marketing and PR Campaign and may not include all the marketing exposure as some items have expired or some items via Broadcasting were live mentions and were not recorded via a link. The main Facebook Page for The Outlaw Challenge is still being updated with new updates, pictures and updates still to this day, reach is still expanding.

Media / Marketing Outlet	Feature/Posting	Type	Distribution
www.TexasOutlawChallenge.com	Official Website - Key Promotion Vehicle	Official Website (12 month promotion)	National/International
Event Advertisers Cross Promotion	66 Event Sponsors	Co promotion with sponsors via their Websites, Social Media, Eblasts, Postcard Distribution and Promotions	National / Local
Harborkwalk	http://www.harborwalk.com/ai1ec_event/2015-outlaw-challenge-poker-run/?instance_id=	Sponsor - Website	
Sport Truck	Calendar of Events http://sporttruckrv.com/Events.aspx http://www.sporttruckrv.com/	Sponsor - Website Sponsor - Website	
Wells Fargo	Calendar of Events http://www.wellsfargohistory.com/stagecoach/appearance-schedule/	Sponsor - Website	
Billboard	Billboard with Web Cam Promo	Billboard	Local
Face to Face - Promotion Opportunities			Region/National
Desert Storm Poker Run & Shootout http://www.golakehavas.com/events/details/1786/18th-annual-desert-storm-poker-run-and-shootout-2016/	Distribution of Postcards	Face to Face Promo-Boating Event - Arizona	
South Shore Boat Show	Booth Co-op	Face to Face Promo-Boating Event - Local	
Thunder on the Bay Poker Run	Distribution of Postcards	Face to Face Promo-Boating Event - Local	
The Boat Club	Sponsor / Website Promo	Face to Face Promo-Boating Event local	
TOPPS Meetings	4 meeting promotions; Website promotion; Newsletter Promotion	Face to Face Promo-Boating Group Local	
Tic Faw Poker Run - http://bloodrivermarina.com/tickfaw-200/	Sponsor & Distribution of Postcards	Face to Face Promo-Boating Event - Louisiana	
Biloxi Poker Run	Distribution of Postcards	Face to Face Promo-Boating Event - Louisiana	
Miami Boat Show	Feb - 3 day event in Miami; distribution, promotion in 6 booths of event; 200K plus in attendance	Face to Face Promo-Boating Event Florida International	

Social Media - TOC Official Facebook	Daily Postings, reposting, likes and Paid Promotions; Heavy Social Media Coverage and Outreach Facebook Reach: US, Canada, UK, Italy, Mexico, France, Thailand, Argentina, Turkey, Dominican Republic, Norway, Spain, Brazil, Sweden, Key Cities: Texas - Houston, League city, Seabrook Friendswood, La Porte, Dickinson, Texas City, Santa Fe, Montgomery, Beaumont, Pasadena, Baytown, Galveston, The Woodlands, Alvin, Nederland, Fort Worth, El Lago, Clear Lake City, Katy, San Leon, Cypress; Baton Rouge, New Orleans LA; Oklahoma City, OK	National Site for Performance Power Boats and Poker Runs 208 FB Posts reposted on 5 FB pages shared and reposted	Organic
General Promo page	https://www.facebook.com/pages/Texas-Outlaw-Challenge/177641972277329?fref=ts	Facebook - Official Social Media	
TOC Group	https://www.facebook.com/groups/525724470883854/	Facebook Group Page Social Media	
Invite Page - June 19 Event	https://www.facebook.com/events/786459708128778/	Facebook Invite Page Social Media	
Invite Page June 18 event	https://www.facebook.com/events/1417679615223131/	Facebook Invite Page Social Media	
National/International Publications - Print & Digital			
PowerBoat Nation	6 stories; 3 videos with showings of the Clear Lake area	Magazine - Industry Article & Video	National online News, Video & Social Media
	http://www.powerboatnation.com/powerboat-nation-aims-to-push-the-texas-outlaw-challenge-over-the-top/	Magazine - Industry Article & Video	National
	http://www.powerboatnation.com/texas-outlaw-challenge-volunteers-thanking-the-real-mvps/	Magazine - Industry Article & Video	National
	http://www.powerboatnation.com/the-big-guns-are-showing-up-and-the-texas-outlaw-challenge-is-getting-underway/	Magazine - Industry Article & Video	National
	http://www.powerboatnation.com/things-truly-are-bigger-in-texas-the-outlaw-challenge-sets-a-new-bar/	Magazine - Industry Article & Video	National
	http://www.powerboatnation.com/video-texas-outlaw-challenge-poker-run-breaks-200-mph/	Magazine - Industry Article & Video	National
Speed Boat Magazine	Full page color add - 1st Quarter 3 Page Write Up, Distributed via Miami & LA Boat Show, other related events, Lake Havassu Dessert Storm Run	Magazine Industry-National / Website;	Distributed in US Canada and Australia
	August Front Cover and Article	Magazine - Digital	National
	June Issue - Calendar - Outlaw was featured for one month	Magazine - Industry National	National
Pokerruns America	3 Page Write Up http://www.pokerrunsamerica.com/events/all http://www.pokerrunsamerica.com/component/k2/item/787%20	Magazine Industry	National
	Full page color add	Magazine Industry	Distribution Canada & US
Offshore Only.com	5 month 1 Flashing Banner	Magazine Industry - Online	US, Canada & International
	http://www.offshoreonly.com/articles/poker-runs/taking-it-to-the-streets	Magazine National Industry	National

	http://www.offshoreonly.com/articles/poker-runs/texas-outlaw-challenge-shooting-for-record-year	Magazine National Industry	National
Speed on the Water	Feature Story in Newsletter http://speedonthewater.com/in-the-news/2826-texas-sized-fun-is-right-around-the-corner	Magazine Industry - Online	National - Digital
	Feature Story in Magazine & Digital for May June 2015 - 5 Page pg story	Magazine Industry - Online	National - Digital
	http://speedonthewater.com/in-the-news/event-coverage/2042-texas-outlaw-challenge-wrap-up-off	Magazine Industry - Online	National - Digital
	http://speedonthewater.com/in-the-news/event-coverage/2886-photo-essay-mystic-armada-and-more-at-the-texas-outlaw-challenge-by-yvonne-aleman	Magazine Industry - Online	National - Digital
	http://speedonthewater.com/in-the-news/event-coverage/2888-photo-essay-texas-outlaw-challenge-party-at-casa-kenny-by-yvonne-aleman	Magazine Industry - Online	National - Digital
	http://speedonthewater.com/in-the-news/event-coverage/2895-photo-essays-final-views-from-the-texas-outlaw-challenge	Magazine Industry - Online	National - Digital
	August Issue 5 Page overview of the Texas Offshore Challenge	Magazine Industry - Online	National - Digital
	5 month 3 Flashing Banner	Magazine Industry - Online	National
Florida Powerboat Mag	Newsletter Write up - June; Includes FB postings	Magazine Industry National	Florida
	Full page color add	Magazine Industry National	Florida
	12 Month - Event Calendar	Magazine Industry National Website	Florida
	https://mail.google.com/mail/u/0/?ui=2&ik=987afe5b8e&view=pt&search=inbox&msg=14de9bdfa7613b6a&siml=14de9bdfa7613b6a (Eblast Florida Power boats Club)	Magazine Industry National/ News Letter - Florida	Florida
Waterway Guide	Email Newsletter - Event Notification https://www.waterwayguide.com/waterway-updates/nav/UGC/4741/Galveston-Bay-marine-event-June-19-20	Magazine Regional	Regional
Newspaper Print & Digital			
Houston Chronicle / www.YourHoustonNews.com	Article and Calendar of Events http://www.pressreader.com/usa/houston-chronicle/20150618/283399125431198/TextView http://www.chron.com/neighborhood/bayarea/news/article/Outlaw-Challenge-brings-in-million-dollar-boats-6318295.php	Newspaper & Online	Local
Houston Community Newspapers	http://yourhoustonnews.mycapture.com/mycapture/folder.asp?event=1948627&CategoryID=1057&ListSubAlbums=0	Newspaper - Local Online	Local
HCC - Attascocita	http://www.yourhoustonnews.com/atascocita/living/the-biggest-boating-waterfront-party-in-texas-returns-with-the/article_a43be921-7fae-5502-af0b-c222f2cc2e1b.html Attascocita	Newspaper & Online	Local

HCC - Bay Area Citizen	Article http://www.yourhoustonnews.com/bay_area/news/texas-outlaw-challenge-returns-to-north-galveston-bay/article_0be02220-9a1c-51f1-b9ba-b26c4483349b.html Bay Area Citizen	Newspaper	Local
HCC - Bay Area Citizen	http://www.chron.com/neighborhood/bayarea/news/article/Outlaw-Challenge-brings-in-million-dollar-boats-6318412.php	Newspaper Online	Local
HCC - East Montgomery	Article http://www.yourhoustonnews.com/east_montgomery/living/the-biggest-boating-waterfront-party-in-texas-returns-with-the/article_ce070ded-162c-5b9f-9783-7ee695ea6538.html	Newspaper & Online	Local
HCC - Friendswood Journal	Article http://www.yourhoustonnews.com/friendswood/news/texas-outlaw-challenge-returns-to-north-galveston-bay/article_1c1bbe9f-ce21-514c-b8bd-0cf13c1552b1.html	Newspaper & Online	Local
HCC - Kingwood	Article http://www.yourhoustonnews.com/kingwood/living/the-biggest-boating-waterfront-party-in-texas-returns-with-the/article_8d73c937-9240-54f8-a6ee-16c0bbf7518c.html Kingwood	Newspaper & Online	Local
HCC - Lake Houston	Article http://www.yourhoustonnews.com/lake_houston/living/the-biggest-boating-waterfront-party-in-texas-returns-with-the/article_483757f8-74bf-5f44-a43c-a7a174167c8e.html Lake Houston	Newspaper & Online	Local
HCC - Katy News	http://thekatynews.com/2015/05/26/the-biggest-boating-waterfront-party-in-texas-returns/	Newspaper	Local
HCC - Katy News	http://thekatynews.com/tag/8th-annual-texas-outlaw-challenge/	Newspaper - Online	Local
The Post Newspaper	http://thepostnewspaper.net/2015/06/13/outlaws-unite-its-party-time/	Newspaper	Local
Galveston Daily News	Galveston Daily News Eblast	Newspaper & Online	Local
	http://www.galvnews.com/sports/article_4835c6fa-16ff-11e5-9522-67222a14ad5a.html	Newspaper - Local	Local
	http://www.galvnews.com/sports/free/article_e4757798-10b7-11e5-8b1e-f7cbf2ba8198.html	Newspaper - Local	Local
	http://www.galvnews.com/sports/image_831f7e96-16ff-11e5-8c79-57b9f91c1164.html	Newspaper - Local	Local
	http://www.galvnews.com/sports/image_c3594d0c-16ff-11e5-b7c8-3b5796415405.html	Newspaper - Local & Online	Local
Houston Press	Calendar of Events http://www.houstonpress.com/event/texas-outlaw-challenge-7499690?utm_source=Newsletters&utm_medium=email	Newspaper - Local & Online	Local
	2 Banner Promotion- Eblast Newsletter	Newspaper Local & Online	Local

Magazines - Print & Digital (Local)			
Scene Magazine	June - 2 Page Color Spread with Cover	Magazine Print & Online	Local with National Reach
	Scene Magazine May 2015 http://thescenemagazine.com	Magazine - Local	Local
	http://thescenemagazine.com/category/events/ http://thescenemagazine.com/ - link to the online magazine	Magazine - Local	Local
Clear Lake Connection	http://www.clearlakeconnection.com/2015/06/moving-on-tops-of-the-water/	Magazine & Online	Local
Culture Map	On Line Article and Photo http://houston.culturemap.com/eventdetail/2015-texas-outlaw-challenge/	Magazine - Online	Local/State
Texas Mariners Cruising Association TMCA	http://www.texasmariners.com/index.php/registration	Magazine & Online	Regional
	http://www.texasmariners.com/index.php/registration?view=event&layout=list&controller=event&task=events	Magazine - Regional & Online	Regional
	http://www.onthewaterlifestyle.com/index.php/boating/tmca/club-news/1210-club-house-view-june-2015	Magazine Regional	Regional
Bay Area Houston Magazine	Calendar of Events	Magazine	Local
The Buzz Magazine	http://thebuzzmagazines.com/calendar-events/2015-texas-outlaw-challenge	Magazine & Online	Local
Radio Promotions			
KTRH 740 AM - Clear Channel Media	Morning Mention with Shara Fryer and on Website Promotion - Additional Mention via the Clear Channel Media Group: KBME - Sports radio, KODA-FM - Adult contemporary music KPRC - Talk radio, KQBT - Classic Rock, KTBZ-FM - Alternative rock, KTRH-AM - News Talk radio http://www.ktrh.com/onair/shara-fryer-52074/texas-outlaw-challenge-12485078/	Radio	Local
Online Cross Promotions			
Naples Image	https://www.flickr.com/photos/jay2boat/sets/72157652855377898	Flicker - Photography	National
	https://naplesimage.wordpress.com/2015/06/09/texas-outlaw-challenge/	Online	
	https://naplesimage.wordpress.com/category/performance-boating/texas-outlaw-challenge/	Online	
Best Shot Range	https://www.bestshotrange.com/texas-outlaw-challenge/	Online	
GLOC Shoot Out	http://glocshootout.com/other-events/	Online	Oklahoma
	http://glocshootout.com/tag/texas-outlaw-challenge/	Online	
Happier Houston	http://www.happierhouston.com/2015-texas-outlaw-challenge/	Online	
Kemah Boardwalk	http://kemah.net/areaevents.html	Online	
	http://www.gogobot.com/kemah-boardwalk-kemah-attraction	Online	
	http://www.kemahboardwalk.com/events.asp#6	Online	
	http://www.kemahboardwalkinn.com/d/kemahboardwalkinn/media/Pdf/KemahCalendarofEvents2015.pdf	Online	

Liquid Marine	http://www.liquidmarine.us/Calendar.htm	Online	
Nassau Bay	http://nassaubay.com/Calendar.aspx?year=2015&month=6&day=19	Online	
Scream and Fly	http://www.screamandfly.com/showthread.php?p?307901-Texas-Outlaw-Challenge	Online	
Scuderia Society http://scuderiasociety.com/	Website Event Promotion	Online	
	http://scuderiasociety.com/events/texas-outlaw-challenge/	Online	
	http://scuderiasociety.com/events-calendar/	Online	
Seabrook Government	http://seabrooktx.gov/Calendar.aspx?EID=486&month=6&year=2015&day=17&calType=0	Online	
Biokleen	http://www.biokleen.com/events.html	Online	
Harborkwalk	http://www.harborwalk.com/event/2015-outlaw-challenge-poker-run/?instance_id	Online	
TCP Real Estate	http://www.tcphouses.com/things-to-do-in-houston-june-2015/	Online	
Topps	http://www.toppsclearlake.com/event-1898260	Online	
	http://www.topps-lakeconroe.com/contacts.php	Online	
Travel Tex	https://www.traveltex.com/attractions/texas-outlaw-challenge-annual-poker-run	Online	
Visit Bay Area	http://www.visitbayareahouston.com/BayAreaHoustonVisitorsGuide2014.pdf (page 11)	Online	
	http://www.visitbayareahouston.com/content.cfm?B=2&P=7	Online	
	http://www.visitbayareahouston.com/content.cfm?p=events	Online	
	http://www.visitbayareahouston.com/pages/events_item.cfm?e_id=1920	Online	
Your City Your Style Houston	nt_date=06%2018%202015%20%20&event_id=842	Online	
Print Promotion Pieces			
Banners	6 banners with sponsor promotions	Stops, 3 days of Street parties	
Printed Pieces	Mailing Labels	Mailings	
Beck & Masten	Postcards	Print	Distribution and Mailing
Bike Show	Postcard promoting all events	Print	
Corvette Show	Postcards	Print / Distribution	
Islamorada Poker Run	Postcards	Printed Pieces	
Jacksonville Poker Run	Postcards	Printed Pieces	
Local Business - Fake \$ Promo	Fake money promo to promote Local Business in Kemah	Printed Pieces	
Miami Boat show	Postcards	Printed Pieces	
Banner	Event/Sponsor Banner	Miami Boat Show	
Banner	Event/Sponsor Banner	Tic Faw Poker Run - Louisiana	

Quick Draw Promotion	Street Party Promotio for 8 Charities	Print	
Kemah Vouchers	Kemah Dining Voucher	Print	
Press Pass	Press Pass with Event Schedule	Print	
Gunslinger Poker Run Punch	Punch & Ianier	Print	
Press Releases & Promotions		Email/FB Promotion	National, Regional & Local
TOC 2015 Press Release 1	Save the date, May 4	Media Release	
TOC 2015 Press Release 2	Save the date - update, May 12	Media Release	
TOC 2015 Press Release 3	Press Release with general info, May 27	Media Release	
TOC 2015 Press Release 4	Updated follow up release, Jun 5	Media Release	
TOC 2015 Press Release 5	Festival of Adrenaline., June 9	Media Release	
TOC 2015 Press Release 6	Press Pass Promo, June 12	Media Release	
TOC 2015 Press Release 7	Update and Event Schedule, June 17	Media Release	
Eblast Promotions & Updates			
Eblast - TOC 2015 1	Event Announcement, May 21	Eblast	
Eblast - TOC 2015 2	Event update, May 31	Eblast	
Eblast - TOC 2015 3	7 days left, June 12	Eblast	
Eblast - TOC 2015 4	Update & Reg info, June 16	Eblast	
Hotels - Website Accommodations:	Best Western, Boardwalk Inn, Comfort Inn & Suites, Days Inn Kemah, Fairfield Suites, Hampton Inn, Holiday Inn, Hilton, Passport Inn, Quality Inn, South Shore Harbor, Springhill Suites http://texasoutlawchallenge.com/accommodations/hotels/	Cross promotion with local hotels	Local
Manufacturers Cross Promotion			Organic
Wilson Marine	http://wilsoncustommarine.com/	Manufacturer - Website	
Wilson Marine	http://wilsoncustommarine.com/texas-outlaw-challenge-preview/	Manufacturer - Website	
Nautic Group	http://www.nauticgroup.com/south-west-international-boat-show/	Manufacturer - Nautic Group	
The Nautic Group	http://webcache.googleusercontent.com/search?q=cache:3WVLdOYgaDcJ:www.nauticgroup.com/carver-yachts/+&cd=26&hl=en&ct=clnk&gl=us	Manufacturer - Nautic Group / Carver Yachts	
Baja Boat Owners	http://bajaboatowners.com/threads/7828-Texas-Outlaw-Challenge-Shooting-for-Record-Year	Manufacturer - Website	
DCB Performance boats	http://dcbperformanceboats.com/events/	Manufacturer - Website	
MT Boats	http://www.mtboats.com/pokerruns/pokerrunsched15.html	Manufacturer - Website	
MTI - Marine Technology	http://marine1070.rssing.com/chan-30362354/latest.php	Manufacturer - Website	
MTI - Marine Technology	http://marinetechnologyinc.com/	Manufacturer - Website	
MTI - Marine Technology	http://marinetechnologyinc.com/2015/05/texas-outlaw-challenge-coming-up-soon/	Manufacturer - Website	
Mystic Power Boats	http://mysticpowerboats.com/mystic-news/mystic-powerboats-fleet-spotted-at-texas-outlaw-challenge/	Manufacturer - Website	
Sterling Performance	http://sterlingperformance.org/category/racing-boating/	Manufacturer - Website	
Sterling Performance	http://sterlingperformance.org/news-facts/gone-again-skater-reaches-181-mph-with-sterling-performance-engines/	Manufacturer - Website	
Watergate Marina	http://www.watergatemarina.com/g1data/s101watergate/pgs0/40/tpl13/May%20&%20June%202015%20newsletter%20back%20page.pdf	Newsletter Online	

Social Media			
Active Rain / Keller Williams	http://activerain.trulia.com/blogsview/3742935/kemah-boardwalk-summer-of-fun-2013	Blog	
Brockway Realty	http://www.brockwayrealty.com/blog/2015/06/16/seabrook-and-kemah-welcome-the-texas-outlaw-challenge-june-17th-21st/	Blog	
Har.com	http://www.har.com/blog_46395_seabrook-and-kemah-welcome-the-texas-outlaw-challenge-june-17th--and-150-21st	Blog	
Lake Boating	https://lakeboating.wordpress.com/2015/05/26/the-biggest-boating-waterfront-party-in-texas-returns-with-the-eighth-annual-texas-outlaw-challenge-7/	Blog	
Sponsor - F650 Pick Ups	http://f650pickups.com/blog/txoutlaw15.html	Blog	
Teresa Art in Blog	http://blog.teresasartin.com/blog/texas-outlaw-challenge-is-back/	Blog	
Brockway Realty	http://brockwayrealty.blogspot.com/2015/06/seabrook-and-kemah-welcome-texas-outlaw.html	Blog / Website	
Kemah, Texas	https://www.facebook.com/KemahTexas	Facebook - Kemah Social Media	
Kemah, Texas	https://www.facebook.com/KemahTexas/posts/1015335744675042	Facebook - Kemah Social Media	
MANCAVE TOC 2015 Promo	https://www.facebook.com/events/1642974499270921/	Facebook Independent Page Social Media	
Moto Houston	http://www.motohouston.com/forums/showthread.php?t=314755	Forum	
Offshore Only	http://www.offshoreonly.com/forums/general-boating-discussion/327484-2015-texas-outlaw-challenge-p-h-o-t-o-s.html	Forum	
Boat Freaks Forum	http://forums.boatfreaks.org/showthread.php?t=33422	Forum - Boat Freaks	
	http://forums.boatfreaks.org/showthread.php?t=33427	Forum - Boat Freaks	
	http://forums.boatfreaks.org/showthread.php?t=33440	Forum - Boat Freaks	
HotBoats	Article http://www.hotboat.com/frm/content.php?r=188-Outlaw-challenge-2015-crewed-up	Forum - Hotboats	Industry
	http://www.hotboat.com/frm/showthread.php?t=7248	Forum - Hotboats	Industry
Serious Offshore.com	http://seriousoffshore.com/forums/showthread.php?t=24420&p=629898the-charts	Forum - Industry	Industry
Lake Pirates	Article & Video http://www.lakepirates.com/forums/topic/28458-texas-outlaw-challenge-2015/	Forum - Lake Pirates	
Midwest Boat Party	Article & Video http://midwestboatparty.com/forum/showthread.php?t=41847	Forum - Midwest Boats	
Midwest Boat Party	http://midwestboatparty.com/forum/showthread.php?t=41851	Forum - Midwest Boats	
Bay Area Houston	https://www.pinterest.com/bayareahouston/texas-outlaw-challenge/	Social Media	
Naples Image	https://www.flickr.com/photos/jay2boat/sets/72157652855377898	Social Media	
Vimeo.com	https://vimeo.com/album/2950769	Social Media	

Rockstar Boats	http://www.oninstagram.com/rockstarboats	Socia Media - Instagram	
Supercars Houston	http://www.oninstagram.com/supercarshouston	Socia Media - Instagram	
Instaglia.com	http://instaliga.com/sb.mag/1013748347881854979_247497245	Social Media (Instagram)	
Pinsta.me	http://pinsta.me/tag/texasoutlawchallenge	Social Media (Instagram)	
Hydro Racer - Live TV	https://twitter.com/hydroracertv/status/581471401196040192	Twitter	
Twitter, Texas Outlaw Challenge	https://twitter.com/search?q=texasoutlaw%20challenge&src=typd&vertical=default&f=tweets	Twitter	
Twitter	https://twitter.com/hydroracertv/status/581471401196040192	Twitter	
Twitter - PowerBoat Nation	https://twitter.com/powerboatnation	Twitter	
Custom Trends	Event Listing http://www.customtrends.tv/events.html	Website	
Kemah Kruisers	FB Promotion https://www.facebook.com/kemahkruisers?fref=ts	Website	
You Tube - Social Media			Organic
Kenny Armstrong pool party 2015 Texas Outlaw Challenge By Shawn Dulap	https://www.youtube.com/watch?v=3o2oJXjmOMg&feature=youtu.be	You Tube	
Kenny Armstrong pool party 2015 Texas outlaw Challenge vid #1 Shawn Dunlap	https://www.youtube.com/watch?v=8Ylc_o758NE	You Tube	
Low Altitude - Texas Outlaw Challenge Top Gun by Win Farnsworth	https://www.youtube.com/watch?v=LxRGPHToKA	You Tube	
Low Altitude by Jayboat	https://www.youtube.com/watch?v=ar3Yo9IPYtY	You Tube	
PowerBoat Nation, 2015 Texas Outlaw Challenge Poker Run Breaks 200 Powerboat Nation	https://www.youtube.com/watch?v=ABteg00KXt0	You Tube	
Texas Outlaw Challenge 2015 by Liquid Marine	https://www.youtube.com/watch?v=n0RvUjvccs	You Tube	
Texas outlaw Challenge 2015 By David Gonzales	https://www.youtube.com/watch?v=i3CMczLKW1g	You Tube	
Texas Outlaw Challenge 2015 Kenny Armstrong pool party	https://www.youtube.com/watch?v=quPN6D4VQC4	You Tube	
Texas Outlaw Challenge 2015 on Texxxas Crewed II by Paul Shouse	https://www.youtube.com/watch?v=4paetcdagpk	You Tube	
Texas Outlaw Challenge by Mike Jones	https://www.youtube.com/watch?v=uR2YKQ-8Fj4	You Tube	
TX Outlaw Challenge 2015 by McKenzie Shaw	https://www.youtube.com/watch?v=5Hbg4N7NoaU	You Tube	
Television			Local
Custom Trends	Taping for Sept/Dec Episode 6 @ 8 am programming and a repeat in May on Fox 26 KRIV http://www.customtrends.tv/events.html	Television	Local
TOC 2015 Charities Cross Promotion			Organic

Kemahs Lions Club, Clear Creek Envoirnmental Foundation, Boys & Girls Harbour, The Bridge Women's Shelter, Special Spaces, Shriners Childrens Hospital, Galveston- Houston Families Exploring Down Syndrome	Support via Charities in promotions		
Sentinels of Freedom Gulf Coast	Event Postings and updates https://www.facebook.com/pages/Sentinels-of-Freedom-Bay-Area/349914720144?fref=ts	Website	Regional

NA - not available
TBA - To Be Added / Value to be
Determined

Updated 7/20/15



Texas Outlaw Challenge Marketing & Promotions 2015

2015 Marketing and Promotions was implemented in October of 2014, however, social media and Website coverage and build up for the event was in process since July 2014. Exposure and Audience Reach was Connected via: Social Media, Digital, Broadcasting, Internet, Website, Radio, Sponsor co-promotions, direct mail, e-blast, retail promotions, banners and public relations campaign to name a few. Note this is an overview of the Marketing and PR Campaign and may not include all the marketing exposure as some items have expired or some items via Broadcasting were live mentions and were not recorded via a link. The main Facebook Page for The Outlaw Challenge is still being updated with new updates, pictures and updates still to this day, reach is still expanding.

Note: Reach and Est. Values are ongoing as there is Post Event Coverage that will be coming through in August.

Media / Marketing Outlet	Type	Distribution	Reach/ Impressions	Value (Est.)	Notes
www.TexasOutlawChallenge.com	Official Website - Key Promotion Vehicle Official Website (10 month promotion)	National/ International	4,096,590**	\$15,000	On-going
Event Advertisers Cross Promotion	66 Event Sponsors; Co -promotion	National / Local	NA	\$10,000	
Billboard	Billboard with Web Cam Promo	Local	39,000	\$5,000	
Face to Face - Promotions	Events	Region/National	17,800	\$8,000	
Social Media - TOC Official Facebook	Daily Postings, reposting, likes and Paid Promotions; Heavy Social Media Coverage and Outreach		255,627*	\$10,000	Reach TBA, Ongoing
Social Media - General		Organic	35212***	\$11,500	Reach TBA, Ongoing
National/International Publications -Print & Digital			701,871	\$66,445	On-going
Newspaper Print & Digital			729,433	\$18,202	Reach & Value TBA
Magazines - Print & Digital (Local)			18,200	\$4,350	Reach TBA
Broadcasting - Radio			TBA	\$2,000	Reach TBA
Online Cross Promotions		Organic	716	\$5,000	Reach & Value TBA
Print Promotion, Eblast, PR		National, Regional & Local	16,000	\$20,000	Value TBA
Hotels - Website Accommodations:	Best Western, Boardwalk Inn, Comfort Inn & Suites, Days Inn Kemah, Fairfield Suites, Hampton Inn, Holiday Inn, Hilton, Passport Inn, Quality Inn, South Shore Harbor, Springhill Suites	Local	Website Reach	NA	
Broadcasting - TV	Calendar of Events for Local TV and, mention on Whats Happening Sections; On-site Taping for Sept/Dec Episode 6 Repeat in May - Fox 26 KRIV	Local	TBA	\$5,000	On-going
Local Business Cross Promotion	24 Local Business cross -promo, Postcards, Social media & Websites	Local	NA	\$4,400	
TOC 2015 Charities Cross Promotion	Charities Cross Promotion (8); on-site assistance	Organic	1,254	\$1,000	Reach & Value NA

NA - not available

TBA - To Be Added or updated / Value to be Determined

* Reach for only one FB PG 7 months

** Hits

*** Likes as Reach and Impressions not available

Updated 7/20/15



August 03, 2015

Hotchkiss Insurance Agency, LLC
13430 Northwest Freeway, Suite 600
Houston, TX 77040

Attention: Teri Holley

RE: Harbortown Estates

Dear Ms. Holley:

The sanitary sewer improvements for the referenced project are complete and all inspections required by Public Works have passed. The project is ready for council approval pending delivery of a one-year maintenance bond in an amount equal to fifty percent of the total cost of the improvements. Please contact me if further assistance is needed at 281-474-3286.

Sincerely,

Arthur Chairez
City of Seabrook
Public Works Director





P&C 877 282 1625
Bonds 800 933 7444

225 South Fifth Street
PO Box 2683
Waco, Texas 76702-2683

ONE YEAR MAINTENANCE BOND

Bond No. CNB-20216-00

KNOW ALL MEN BY THESE PRESENTS:

THAT, Bayou Housing Partners Dbay Bayway Homes, Inc. of the City of Friendswood, State of TX, as Principal, and INSURORS INDEMNITY COMPANY, a corporation organized under laws of the State of Texas, as Surety, are held and firmly bound onto City of Seabrook, as Obligee, in the sum of Twelve Thousand Five Hundred Dollars (\$ 12,500.00), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, on the 15th day of June, 2015, the Principal entered into a contract to construct Improvements of Sanitary Sewer; Seabrook TX for the Harbortown Estates, Texas for the sum of Twenty Five Thousand Dollars (\$ 25,000.00); and

WHEREAS, under the terms of the specifications for said work, the said Principal is required to give a bond for 50 % of the value of said improvements or Twelve Thousand Five Hundred Dollars (\$ 12,500.00) to protect the Obligee against the result of faulty materials or workmanship for a period of thirteen months (13 months) from the date of execution of this bond, or for a period of one (1) year from the date of the completion and acceptance of same, whichever event occurs first.

NOW, THEREFORE, if the said Principal shall for a period of thirteen months (13 months) from the date of execution of this bond, or for a period of one (1) year from the date of the completion and acceptance of same, whichever event occurs first, by said Obligee replace any and all defects arising in said work whether resulting from defective materials or defective workmanship, the above obligations shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that any suit under this bond must be filed within two years (2 years) and a day of the end of the warranty period.

SIGNED, SEALED AND DATED this 4th day of August, 2015.

PRINCIPAL: Bayou Housing Partners Dbay Bayway Homes, Inc.

By: [Signature] (Seal)
(title) President

INSURORS INDEMNITY COMPANY

By: [Signature] (Seal)
Teri Holley, Attorney-in-Fact



P&C 877 282 1625
Bonds 800 933 7444

225 South Fifth Street
PO Box 2683
Waco, Texas 76702-2683

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-800-933-7444

You may also write to Insurors Indemnity Company at:

P.O. Box 2683
Waco, TX 76702-2683
Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-800-933-7444

Usted tambien puede escribir a Insurors Indemnity Company:

P.O. Box 2683
Waco, TX 76702-2683
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CNB-20216-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Teri Holley of the City of Houston, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

Attest:

Tammy Tieperman
Tammy Tieperman, Secretary

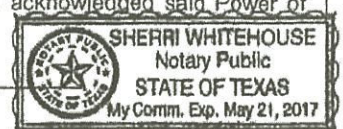
By:

Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Sherril Whitehouse
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 4th day of August, 2015.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 2683, WACO, TEXAS 76702-2683 OR EMAIL US AT CONFIRMATION@INSURORSINDEMNITY.COM.



CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: August 11, 2015

Submitter/Requestor: Chief Wright

Date Submitted: August 10, 2015

Presenter: N/A

Description/Subject: *Monthly Public Safety Statistics Report July 2015*

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
Budget Amendment Required _____ Yes _____ No
Future/Ongoing Impact _____ Yes _____ No

Finance Officer Review:

Budget Dept/Line Item Number _____

Funding Comments:

Where on the agenda should this item be placed?

CONSENT AGENDA

Agenda Briefing Form
Page 2

Suggested Motion:

City Manager Review:

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

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

Sent to City Attorney for review _____

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

Received and accepted by the City Secretary/Assistant _____

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

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

Council Stat Report 7/1/2015 - 7/31/2015

Offense Data

ASSAULT BY CONTACT F/VIO	8
THEFT	7
INFORMATION REPORT	4
FORGERY	3
ASSAULT BY THREAT	2
ASSAULT CAUSES BODILY INJURY	2
CREDIT CARD OR DEBIT CARD ABUSE	2
UNAUTHORIZED USE OF A VEHICLE (AUTO)	2
(FSGI) ACCIDENT INVOLVING DAMAGE TO VEHICLE- CLASS B	1
ASSAULT BY CONTACT	1
BURGLARY OF HABITATION / NON-FORCED	1
BURGLARY OF MOTOR VEHICLE	1
BURGLARY OF MOTOR VEHICLE (PARTS & ACCESSORIES)	1
CRIMINAL MISCHIEF	1
CRIMINAL TRESPASS	1
DRIVING WHILE INTOXICATED	1
DUI - MINOR	1
EVADING ARREST OR DETENTION	1
FRAUD	1
FRAUDULENT USE/POSSESSION OF IDENTIFYING INFORMATION	1
INTERFERE WITH DUTIES OF PUBLIC SERVANT	1
POSSESSION OF SUBSTANCE IN PENALTY GROUP 1	1
POSSESSION OF SUBSTANCE IN PENALTY GROUP 3	1
RECKLESS DAMAGE OR DESTRUCTION - (CLASS C)	1
TAMPERING WITH GOVERNMENTAL DOCUMENT	1
TERRORISTIC THREAT	1
UNLAWFUL CARRYING WEAPONS	1
VIOLATION OF PROTECTIVE ORDER OR MAGISTRATE ORDER	1
Total Offense Reports:	50

Arrest Data

WARRANT - AGENCY	24
PUBLIC INTOXICATION	19
WARRANT - OTHER AGENCY	11
POSSESSION OF DRUG PARAPHERNALIA	7
DRIVING WHILE LICENSE INVALID (C)	6
ASSAULT BY CONTACT	3
ASSAULT CAUSES BODILY INJURY- (FAMILY VIOLENCE)	3
DISORDERLY CONDUCT #6 - FIGHTING	3
NO DL	3
DISORDERLY CONDUCT #5 - LOUD NOISE	2
DRIVING WHILE INTOXICATED	2
FAIL TO CHANGE ADDRESS ON DL	2
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY - C	2
POSSESSION OF SUBSTANCE IN PENALTY GROUP 1	2
(FSGI) ACCIDENT INVOLVING DAMAGE TO VEHICLE- CLASS C	1
ASSAULT BY THREAT	1
CHILD <17YRS UNRESTRAINED	1
DEFECTIVE LICENSE PLATE LIGHT	1
DUI - MINOR	1
EVADING ARREST OR DETENTION	1
FAIL TO DIM HEADLIGHT MEETING	1
FAIL TO MAINTAIN SINGLE LANE	1
FAIL TO SIGNAL TURN	1
FAIL TO YIELD ROW TO EMERGENCY VEHICLE	1
FAILURE TO APPEAR	1
FAILURE TO IDENTIFY	1
INTERFERE WITH DUTIES OF PUBLIC SERVANT	1
MINOR CONSUMPTION ALCOHOL	1
NO DL ON DEMAND	1
OTHER NOT ON THE STATUE LIST	1
POSSESSION DANGEROUS DRUG	1
RECKLESS DAMAGE OR DESTRUCTION - (CLASS C)	1
TAMPERING WITH GOVERNMENTAL DOCUMENT	1
UNSAFE SPEED	1
Total Arrests:	72
Total Charges:	109

CALL FOR SERVICE DATA

TRAFFIC STOP	376
SUSPICIOUS CIRC PERSON VEHICLE	103
DISTURBANCE	56
CVE INSPECTION	52
ALARM BURGLAR	49
MINOR ACCIDENT	43
ASSIST BY LAW	28
INTOXICATED DRIVER PERSON	26
VIOLATION CITY ORDINANCE	22
LOUD MUSIC NOISE	19
WELFARE CONCERN	19
PARKING VIOLATION	18
THEFT	17
TRESPASS	16
FLAGDOWN	15
ASSIST CITIZEN	14
RECKLESS DRIVER CONDUCT	14
DISABLED VEHICLE	11
FRAUD	11
TRAFFIC HAZ PROB DIRECT RELAT	11
ASSAULT	10
FOLLOW UP	9
BURGLARY	6
HARASSMENT	6
CIVIL PROBLEM STANDBY	5
ABUSE NEGLECT CHILD ELDERLY	4
ALARM PANIC	4
UNAUTHORIZED USE OF M/V	4
ANIMAL CONTROL PROBLEM	3
THREAT TERRORISTIC	3
WARRANT SERVICE	3
ACCIDENT MAJOR	2
CRIMINAL MISCHIEF	2
911 HANG UP	1
ABANDONED VEHICLE	1
DEATH INVESTIGATION	1
FORGERY	1
ID THEFT	1
OSSI TEST CALL	1
POLICE PURSUIT	1
PRISONER PROCESS	1
STRUCTURE FIRE	1
VIOLATION OF PROTECTIVE ORDER	1
Total CFS:	991

Seabrook

City of Seabrook Monthly Statistics

Alarm Date Between {07/01/2015} And
{07/31/2015} and District = "1"

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	2	4.65%	\$8,000	100.00%
113 Cooking fire, confined to container	1	2.33%	\$0	0.00%
140 Natural vegetation fire, Other	1	2.33%	\$0	0.00%
154 Dumpster or other outside trash receptacle fire	1	2.33%	\$0	0.00%
	5	11.63%	\$8,000	100.00%
3 Rescue & Emergency Medical Service Incident				
311 Medical assist, assist EMS crew	18	41.86%	\$0	0.00%
322 Motor vehicle accident with injuries	1	2.33%	\$0	0.00%
	19	44.19%	\$0	0.00%
4 Hazardous Condition (No Fire)				
411 Gasoline or other flammable liquid spill	3	6.98%	\$0	0.00%
422 Chemical spill or leak	1	2.33%	\$0	0.00%
	4	9.30%	\$0	0.00%
5 Service Call				
510 Person in distress, Other	1	2.33%	\$0	0.00%
5312 Smoke or odor problem	1	2.33%	\$0	0.00%
	2	4.65%	\$0	0.00%
6 Good Intent Call				
6111 Dispatched & cancelled en route to automatic alarm	3	6.98%	\$0	0.00%
	3	6.98%	\$0	0.00%
7 False Alarm & False Call				
730 System malfunction, Other	1	2.33%	\$0	0.00%
740 Unintentional transmission of alarm, Other	1	2.33%	\$0	0.00%
741 Sprinkler activation, no fire - unintentional	1	2.33%	\$0	0.00%
745 Alarm system activation, no fire - unintentional	7	16.28%	\$0	0.00%
	10	23.26%	\$0	0.00%

Total Incident Count: 43

Total Est Loss:

\$8,000

Seabrook

City of Seabrook Monthly Statistics

Alarm Date Between {07/01/2015} And {07/31/2015}
and District = "1"

Total Number of Incidents 43	Total Number of Responding Personnel	265
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Average Turnout per Incident	7
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Seabrook**City of Seabrook Monthly Statistics**

**Alarm Date Between {07/01/2015} And {07/31/2015}
and District = "1"**

1 Seabrook

Incident	Alarm Date & Time		Arrival Date & Time		Stn	Shift	Response Time
111 Building fire							
15-0150399	07/26/2015	11:44:15	07/26/2015	11:49:07	1	1	00:04:52
15-0150405	07/27/2015	10:06:38	07/27/2015	10:09:00	1	1	00:02:22
Average Response Time for District/Incident Type							00:03:37
113 Cooking fire, confined to container							
15-0150372	07/13/2015	20:20:17	07/13/2015	20:26:31	1	2	00:06:14
Average Response Time for District/Incident Type							00:06:14
140 Natural vegetation fire, Other							
15-0150393	07/23/2015	17:51:21	07/23/2015	18:08:58	1	2	00:17:37
Average Response Time for District/Incident Type							00:17:37
154 Dumpster or other outside trash receptacle fire							
15-0150370	07/12/2015	14:30:27	07/12/2015	14:35:10	1	1	00:04:43
Average Response Time for District/Incident Type							00:04:43
311 Medical assist, assist EMS crew							
15-0150356	07/03/2015	14:45:19	07/03/2015	14:51:44	1	1	00:06:25
15-0150357	07/04/2015	01:21:46	07/04/2015	01:28:16	1	3	00:06:30
15-0150358	07/04/2015	10:44:04	07/04/2015	10:47:34	1	1	00:03:30
15-0150359	07/04/2015	21:25:31	07/04/2015	21:30:19	1	2	00:04:48
15-0150360	07/05/2015	01:10:02	07/05/2015	01:12:55	1	3	00:02:53
15-0150363	07/08/2015	09:53:26	07/08/2015	09:57:01	1	1	00:03:35
15-0150365	07/09/2015	18:18:20	07/09/2015	18:25:40	1	2	00:07:20
15-0150367	07/11/2015	01:36:56	07/11/2015	01:44:21	1	3	00:07:25
15-0150371	07/13/2015	05:07:24	07/13/2015	05:18:58	1	3	00:11:34
15-0150373	07/14/2015	18:55:57	07/14/2015	18:55:57	1	2	00:00:00
15-0150377	07/17/2015	12:51:36	07/17/2015	12:59:51	1	1	00:08:15
15-0150378	07/17/2015	19:03:12	07/17/2015	19:06:25	1	2	00:03:13
15-0150383	07/19/2015	08:08:41	07/19/2015	08:13:12	1	1	00:04:31
15-0150388	07/21/2015	04:38:02	07/21/2015	04:44:48	1	3	00:06:46
15-0150389	07/21/2015	08:37:50	07/21/2015	08:46:24	1	1	00:08:34
15-0150397	07/26/2015	03:33:13	07/26/2015	03:38:59	1	3	00:05:46
15-0150398	07/26/2015	08:20:05	07/26/2015	08:24:52	1	1	00:04:47
15-0150408	07/30/2015	19:53:08	07/30/2015	19:56:31	1	2	00:03:23
Average Response Time for District/Incident Type							00:05:31
322 Motor vehicle accident with injuries							
15-0150374	07/15/2015	20:20:49	07/15/2015	20:21:26	1	2	00:00:37
Average Response Time for District/Incident Type							00:00:37
411 Gasoline or other flammable liquid spill							
15-0150390	07/22/2015	20:11:50	07/22/2015	20:14:34	1	2	00:02:44
15-0150391	07/23/2015	02:20:49	07/23/2015	02:25:40	1	3	00:04:51
15-0150392	07/23/2015	09:18:28	07/23/2015	09:23:19	1	1	00:04:51
							00:04:09

Seabrook

City of Seabrook Monthly Statistics

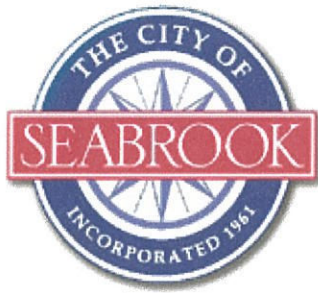
Alarm Date Between {07/01/2015} And {07/31/2015}
and District = "1"

1 Seabrook

Incident	Alarm Date & Time		Arrival Date & Time		Stn	Shift	Response Time
422 Chemical spill or leak							
15-0150402	07/27/2015	04:31:44	07/27/2015	04:38:27	1	3	00:06:43
Average Response Time for District/Incident Type							00:06:43
510 Person in distress, Other							
15-0150406	07/27/2015	14:48:11	07/27/2015	15:01:17	1	1	00:13:06
Average Response Time for District/Incident Type							00:13:06
5312 Smoke or odor problem							
15-0150379	07/17/2015	21:26:08	07/17/2015	21:32:08	1	2	00:06:00
Average Response Time for District/Incident Type							00:06:00
730 System malfunction, Other							
15-0150351	07/02/2015	03:56:19	07/02/2015	04:07:47	1	3	00:11:28
Average Response Time for District/Incident Type							00:11:28
740 Unintentional transmission of alarm, Other							
15-0150404	07/27/2015	09:28:07	07/27/2015	09:28:25	1	1	00:00:18
Average Response Time for District/Incident Type							00:00:18
741 Sprinkler activation, no fire - unintentional							
15-0150366	07/10/2015	20:58:55	07/10/2015	21:05:12	1	2	00:06:17
Average Response Time for District/Incident Type							00:06:17
745 Alarm system activation, no fire - unintentional							
15-0150352	07/02/2015	10:55:10	07/02/2015	10:58:57	1	1	00:03:47
15-0150354	07/02/2015	23:29:48	07/02/2015	23:33:39	1	3	00:03:51
15-0150355	07/03/2015	00:45:08	07/03/2015	00:50:47	1	3	00:05:39
15-0150364	07/09/2015	14:37:07	07/09/2015	14:47:11	1	1	00:10:04
15-0150368	07/11/2015	14:38:25	07/11/2015	14:46:33	1	4	00:08:08
15-0150384	07/20/2015	10:09:40	07/20/2015	10:19:03	1	1	00:09:23
15-0150394	07/23/2015	19:02:48	07/23/2015	19:08:33	1	2	00:05:45
Average Response Time for District/Incident Type							00:06:40
Overall Average Response Time for District 00:05:58							

Total Incident Count: 40

Overall Average Response Time: 00:05:58



CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: August 18, 2015

Submitter/Requestor: Sean Landis

Presenter: Sean Landis

Description/Subject: Monthly Building Department Report for July 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 July, there was one (1) residential permit issued totaling \$ 450,000.00
No new commercial permits were issued in July.

Recommended Action:

Attachments:

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

Fiscal Impact: Budgeted _____ Yes _____ No
Budget Amendment Required _____ Yes _____ No
Future/Ongoing Impact _____ Yes _____ No

Finance Officer Review:

Budget Dept/Line Item Number _____

Funding Comments:

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

Suggested Motion:

City Manager Review:

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

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

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

Received and accepted by the City Secretary/Assistant _____

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

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

Building Department Statistics July 2015

PERMIT TYPES	# ISSUED	VALUATION	FEES PAID
New Residential	1	\$450,000.00	\$2,265.00
Building Additions	4	\$18,250.00	\$330.00
New Commercial	0	\$0.00	\$0.00
Commercial Additions	2	\$511,977.13	\$4,330.00
New City	0	\$0.00	\$0.00
City Additions	0	\$0.00	\$0.00
Electrical	17	\$271,005.54	\$659.50
Fill	4	\$14,000.00	\$600.00
Irrigation	1	\$2,000.00	\$70.00
Mechanical	12	\$113,074.00	\$1,512.00
Plumbing	16	\$125,526.55	\$655.00
Sign	1	\$6,000.00	\$0.00
Demolition	1	\$70,000.00	\$50.00
Fire/Sprinkler	1	\$4,485.00	\$0.00
Miscellaneous	5	\$414,521.00	\$2,887.50
Lien pay out	8	\$0.00	\$22,514.30
TOTALS	73	\$2,000,839.22	\$35,873.30

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	5	\$1,464,217.00	14	\$643,117.00			0	\$0.00	4	\$12,101.00	23	\$ 110,143.00			17	\$1,760,340.00	13	\$ 36,389.50	76	\$4,026,307.50	65	\$10,851,196.51
July	1	\$450,000.00	6	\$354,750.00	2	\$511,977.13	0	\$0.00	9	\$172,506.00	17	\$ 271,005.54	1	\$2,000.00	12	\$ 113,074.00	16	\$ 125,526.55	64	\$2,000,839.22	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	25	\$5,961,531.57	119	\$2,616,950.20	21	\$11,268,751.63	0	\$0.00	64	\$1,709,673.64	163	\$4,591,084.66	10	\$57,156.96	122	\$3,244,243.87	165	\$4,382,599.70	689	\$33,831,992.23	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	\$17,491.00
January	\$31,285.00	July	\$35,873.30
February	\$43,269.50	August	
March	\$18,356.00	September	
Y-T-D Total		\$ 206,955.80	

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

New Residential Buildings
25

	#	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		\$ 7,661.68		\$ 13,965.15
January	1	\$ 948.00	1	\$ 1,054.00	July		\$ 1,148.00		\$ 924.00
February	1	\$ 375.00	0	\$ -	August				
March	7	\$ 11,679.36	7	\$ 25,288.30	September				
Y-T-D Total		16	\$38,487.79	14	\$67,628.90				

Fire Inspector Report for July 2015

New (or annual) Inspections	56
Re-inspections (follow-ups)	8
Plan Reviews	0
Investigations	0
Consultations	1
Total Inspections	65
Outstanding Inspections	40

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {07/01/2015} And
{07/31/2015}NASA2001 Anchor Car Wash
2001 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/17/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

COMP01 Anchor Point
1905 Capri LANE
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/17/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT1422 Angel Cuts
1422 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/02/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

REDBLUFF2702 Bay Area Trees
2702 Red Bluff RD
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/30/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT1502 Bay Elementary
1502 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/30/2015	15:21			

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {07/01/2015} And
{07/31/2015}BAYPORT1502 Bay Elementary
1502 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/17/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

NASA3520 Bay Park Apartments
3520 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/10/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

WATERFRONT41 Baybrook Fresh Seafood
416 Waterfront DR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/02/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT5755 Best Western
5755 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/30/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

BLUE Blue Dolphin Yachting
500 Blue Dolphin DR
P.O. Box 123

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {07/01/2015} And
{07/31/2015}

Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/24/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT2626 Blueline Rental
2626 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/24/2015		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT1309 Boats Etc.
1309 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/30/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

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

Date	Time	Type	Staff Hrs	Fee
07/02/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

VACA01 Cell Wizard
1002 Meyer RD
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/24/2015		205 INSPECTION - Follow Up	0.00	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {07/01/2015} And
{07/31/2015}VACA01 Cell Wizard
 1002 Meyer RD
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
Total Activities for Occupancy: 1			0.00	

FIFTH1310 Clear Creek Club
 1310 5th (Fifth) ST
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/24/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

NASA2900#300 Creative Nails #2
 2900 Nasa
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/10/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

NASA3659#E Domino's Pizza
 3659 Nasa
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/10/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT1418 Donald's Donuts
 1418 Bayport Blvd (SH 146)
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
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Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {07/01/2015} And
{07/31/2015}BAYPORT1418 Donald's Donuts
1418 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
Total Activities for Occupancy: 1			0.00	

EMER01 Emery's Seafood
510 Waterfront DR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/02/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

NASA2833 Evans & Edmondson Inc
2833 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/10/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

RED Excelesior Academy
2600 Red Bluff RD
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/24/2015		222 INSPECTION - Sprinkler System	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT2008 Family Dollar
2008 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
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Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {07/01/2015} And
{07/31/2015}BAYPORT2008 Family Dollar
2008 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
Total Activities for Occupancy: 1			0.00	

SB Fun Shop
2114 Seabrook CIR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/02/2015		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

HIALEAH1908E Habanero's
1908 Hialeah DR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/24/2015		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

LAKE02 Lakewood Townhomes
Lakewood DR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/10/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

NASA 2425 Lakewood Yacht Club
2425 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
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Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {07/01/2015} And
{07/31/2015}NASA 2425 Lakewood Yacht Club
2425 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
Total Activities for Occupancy: 1			0.00	

CHUR01 Living Word Church
2900 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/10/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

SECONDST1710 Lyna Dry Cleaners
1710 2nd (Second) ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/24/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

MIBM01 MIB Men in Black & Locked and Loaded
2113 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/30/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

SECOND1605 Midnight Slice
1605 2nd (Second) ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
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Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {07/01/2015} And
{07/31/2015}SECOND1605 Midnight Slice
1605 2nd (Second) ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
Total Activities for Occupancy: 1			0.00	

BAYPORT1209 Miller Machine
1209 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/30/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

FIFTH1320B Nails, Etc.
1320 5th (Fifth) ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/30/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

NASA3524 Nasa Laundrymat and Cleaners
3524 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/10/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT1917 Neptune Subs
1917 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
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Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {07/01/2015} And
{07/31/2015}BAYPORT1917 Neptune Subs
1917 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
Total Activities for Occupancy: 1			0.00	

BAYPORT2000 Palais Royal
2000 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/02/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

NASA2727 Pirates Landing Apartments
2727 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/10/2015		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT2000- Pizza Hut
2000 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/02/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT2013 Psychic Card Reading
2013 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
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Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {07/01/2015} And
{07/31/2015}BAYPORT2013 Psychic Card Reading
2013 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
Total Activities for Occupancy: 1			0.00	

BAYPORT2010 RDC Rustic Furniture
2010 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/24/2015		270 INSPECTION - Special	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT1426 Ryan's Cleaners
1426 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/24/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

HARDESTY902 Salon La Rouge
902 Hardesty ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/30/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT2304- Seabrook House of Flowers
2304 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
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Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {07/01/2015} And
{07/31/2015}BAYPORT2304- Seabrook House of Flowers
2304 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
Total Activities for Occupancy: 1			0.00	

NMYER2401 Seabrook Int. CCISD
2401 Meyer RD
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/24/2015		810 CONSULTATION - Site	0.00	
Total Activities for Occupancy: 1			0.00	

SHIPYARD Seabrook Marina
1900 Shipyard DR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/10/2015		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT2012 Sherwin Williams Paint
2012 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/02/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

NASA3134#B Sky High
3134 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
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Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {07/01/2015} And
{07/31/2015}NASA3134#B Sky High
3134 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
Total Activities for Occupancy: 1			0.00	

NASA2900#160 Snap Fitness
2900 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/10/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT1401 Steve's Super Shine
1401 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/30/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT Subway
5735 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/30/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

SECOND1706 TP Nails
1706 2nd (Second) ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
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Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {07/01/2015} And
{07/31/2015}SECOND1706 TP Nails
1706 2nd (Second) ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
Total Activities for Occupancy: 1			0.00	

REPSDORPH240 Teakwood Apartments
2401 Repsdorph
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/24/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT1505 Thompson Power Sport Inc.
1505 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/30/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

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

Date	Time	Type	Staff Hrs	Fee
07/17/2015		222 INSPECTION - Sprinkler System	0.00	
07/17/2015		222 INSPECTION - Sprinkler System	0.00	
Total Activities for Occupancy: 2			0.00	

NASA2900#280 Untangled
2900 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/30/2015	15:21			

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {07/01/2015} And
{07/31/2015}NASA2900#280 Untangled
2900 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/10/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

1717-C Used It New Resale
1717 2nd (Second) ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/24/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT Vacant
5735 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/24/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

KUM001 Vacant
2900 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/10/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

NASA2900#200 Vacant
2900 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/30/2015	15:21			

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {07/01/2015} And
{07/31/2015}NASA2900#200 Vacant
2900 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/10/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

NASA3144 Vacant
3144 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/10/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

VILL01 Villas by the Sea
2800 Nasa
P.O. Box 74
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/10/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

SEABROOKCIR2 Waffle House
2102 Seabrook CIR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/02/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

WATE01 Waterfront Seafood
510 Waterfront DR

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {07/01/2015} And
{07/31/2015}

Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/02/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

NASA2900#170 Wong's Chef
2900 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/10/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

WUZ001 Wuzoo Survival Gear
3018 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/02/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

NASA2234 e Volve
2234 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
07/17/2015		201 INSPECTION - Final	0.00	
Total Activities for Occupancy: 1			0.00	

Grand Total Activities: 65

Grand Totals: 0.00 0.00



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CITY OF SEABROOK
PUBLIC WORKS DEPARTMENT
AUCTION LIST: August 12, 2015

Equipment

Qty	Description	Model	COS#	Serial #	VIN #
7	Tripods				
3	Frames w/ Maps				
1	Roll of Carpet				
6	Voting Booths				
3	Displays				
1	Crate of Phones				
1	Conference Table				
1	Xerox Printer			JF2A01400883	
2	Televisions				
1	Speaker box				
1	Computer Mounts				

VEHICLES & HEAVY EQUIPMENT

Qty	Make	Model	COS#	Serial #	VIN #
1	SCAG Mower 72"	STT29DFI/SS		B7100264	
1	Gator 2 x 6	JD		006X4D040140	
1	2002 Ford	F 150			3FTRF17W52MA18998
1	1998 Chevrolet	C 1500			1GBGC33R5WF048122
1	2003 Chevrolet	C 1500			2GCEC19V331394197

MISCELLANEOUS

Qty	Description	Model	COS#	Serial #	VIN #
1	Ping Pong Table				
10	Misc Office Supplies				
5	Boxes Picture Frames				
1	Desk			398	

The City Council of the City of Seabrook met in regular session on Monday, July 13, 2015 at 6:00 p.m. in Seabrook City Hall, 1700 First Street, Seabrook, Texas to discuss, consider and if appropriate, take action on the items listed below.

THOSE PRESENT WERE:

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

DEPARTMENT DIRECTORS PRESENT WERE:

PAM LAB	FINANCE OFFICER
MICHAEL GIBBS	ASSISTANT DIRECTOR OF FINANCE
SEAN WRIGHT	CHIEF OF POLICE
ARTHUR CHAIREZ	DIRECTOR OF PUBLIC WORKS
KEVIN PADGETT	ASST DIRECTOR OF PUBLIC WORKS
LEEANN DEARMAN	COMMUNICATIONS DIRECTOR
JESSICA ANCIRA	COURT ADMINISTRATOR
JOYCE BICE	HUMAN RESOURCES DIRECTOR
JEFF GALYEAN	EMERGENCY MANAGEMENT COORD
GEORGE SZAKACS	DIR INFORMATION TECHNOLOGY

1.0 PUBLIC COMMENTS AND ANNOUNCEMENTS – None

2.0 BUDGET WORK SESSION

- 2.1 Conduct a budget work session to review the proposed City of Seabrook budget for FY 2015/16 and schedule future work sessions if applicable. (Cook)

City Manager, Gayle Cook, stated the budget is balanced with a surplus. She explained that staff remained conservative and many departments stayed much the same as last year's budget, making only necessary increases. She stated the department directors are available to answer questions.

Ms. Cook gave an overview of General Fund Expenditures by department.

Increases and decreases to the base budget for all departments were reviewed, considered, and approved by Council consensus.

Ms. Cook gave an overview of all special funds and debt service, and Council reviewed, considered, and approved by consensus all proposed increases and decreases.

Upon motion the meeting was adjourned at 8:10p.m.

Glenn R. Royal, Mayor

Robin Hicks
City Secretary

The City Council of the City of Seabrook met in regular session on Tuesday, July 14, 2015 at 6:00 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 GIANROSSO	COUNCIL PLACE NO. 2
GARY JOHNSON	MAYOR PRO TEM & COUNCIL PLACE NO. 3
MELISSA BOTKIN – Ex. Abs.	COUNCIL PLACE NO. 4
GLENN ADOVASIO	COUNCIL PLACE NO. 5
O.J. MILLER	COUNCIL PLACE NO. 6
GAYLE COOK	CITY MANAGER
SEAN LANDIS	ASSISTANT CITY MANAGER
ROBIN HICKS	CITY SECRETARY

DEPARTMENT DIRECTORS PRESENT WERE:

PAM LAB	FINANCE OFFICER
MICHAEL GIBBS	ASSISTANT DIRECTOR OF FINANCE
SEAN WRIGHT	CHIEF OF POLICE
ARTHUR CHAIREZ	DIRECTOR OF PUBLIC WORKS
KEVIN PADGETT	ASST DIRECTOR OF PUBLIC WORKS
LEEANN DEARMAN	COMMUNICATIONS DIRECTOR
JESSICA ANCIRA	COURT ADMINISTRATOR
JOYCE BICE	HUMAN RESOURCES DIRECTOR
JEFF GALYEAN	EMERGENCY MANAGEMENT COORD
GEORGE SZAKACS	DIR INFORMATION TECHNOLOGY

1.0 PUBLIC COMMENTS AND ANNOUNCEMENTS – None

2.0 BUDGET WORK SESSION

- 2.1 Conduct a budget work session to review the proposed City of Seabrook budget for FY 2015/16 and schedule future work sessions if applicable. (Cook)

City Manager, Gayle Cook, presented a draft CIP document to Council as part of the budget workshop. From the comprehensive list of projects reviewed and presented, the following projects were identified as priorities and Council gave direction to staff to move forward with appropriate proposals for funding.

Water System

Humble Drive Water Plant relocation - \$300,000
State Hwy 146 water line adjustments - \$3,000,000
Backhoe - \$91,000

Wastewater System

Pipe Burst Sewer along E. Meyer - \$1,497,800
Replace sewer line on Todville from Meyer to Second St. - \$376,000
WWTP upgrades Phase 2 Disaster wall extension & clarifier replacement -
\$160,500
State Hwy 146 sewer line adjustments – \$2,500,000
Lakeside sanitary sewer - \$331,139
Truck mount crane - \$10,000
52” zero turn mower - \$11,000

Drainage

Todville Rd. bridge @ Pine Gully - \$250,000
Hester Gully - \$745,004

Public Works / Streets

New Public Works facility - \$6,600,000
½ ton pickup - \$22,500
Walk-behind concrete saw - \$5,500
Baybrook section 1 streets - \$225,676

Parks

Replace 1 small toy & 4 spring toys at Wildwood Park - \$20,000
72” zero turn mower - \$12,000

Public Safety

4 Brazos ticket writers - \$8,000
4 Printers - \$4,000

Fire

Thermal imaging cameras - \$10,000

Information Technology

Data back-up server - \$14,621
Incode server - \$8,000
Email server - \$12,500
PS battery pack (911 computer) – \$3,300

Crime District

Utility trailer - \$3,000

Ms. Cook presented a draft Fire Department budget document to Council, stating that the budget has been put together a little differently this year in an attempt to have Seabrook be responsible for the building’s maintenance, to divide organizational costs evenly (50/50) between Seabrook and El Lago, and to divide consumables between the two cities per actual costs at 88% for Seabrook and 12% for El Lago. Ms. Cook met several times with the Fire Department to discuss actuals and forecasts, with a final proposed budget of \$1,137,842.00. Seabrook would be responsible for \$670,323.65 out of the operating expenditures budget.

Council reviewed, considered, and approved by consensus the Fire Department
proposed budget

Upon motion the meeting was adjourned at 8:03p.m.

Glenn R. Royal, Mayor

Robin Hicks
City Secretary

City of Seabrook City Council
Minutes of July 28, 2015
Page 1

The City Council of the City of Seabrook met in regular session on Tuesday, July 28, 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 - Ex. Abs.

ROBERT LLORENTE

MIKE GIANGROSSO

GARY JOHNSON

MELISSA BOTKIN

GLENNA ADOVASIO

O.J. MILLER

GAYLE COOK

SEAN LANDIS

STEVE WEATHERED

ROBIN HICKS

MAYOR

COUNCIL PLACE NO. 1

COUNCIL PLACE NO. 2

MAYOR PRO TEM &

COUNCIL PLACE NO. 3

COUNCIL PLACE NO. 4

COUNCIL PLACE NO. 5

COUNCIL PLACE NO. 6

CITY MANAGER

ASSISTANT CITY MANAGER

CITY ATTORNEY

CITY SECRETARY

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

1.0 INTERVIEW CANDIDATES FOR VARIOUS BOARDS & COMMISSIONS

1.1 Interview candidates for openings on various boards and commissions. (Council)

Laura Davis was interviewed for the Planning and Zoning Commission by all Council members present, and is a well known and respected member of the community.

Jared Kelly was interviewed for the Ethics Review Commission by all Council members present. Mr. Kelly has been a Seabrook resident for one year, works in construction, and feels Seabrook is a great place to raise a family, being safe and having good schools. Mr. Kelly is aware of the time commitment and is happy to give his time to serving on the Ethics Review Commission.

47
48
49
50
51 **2.0 PRESENTATIONS**
52

53 **2.1 Introduce new police officer Kayla Bankhead and administer oath of office. (Wright**
54 **and Hicks)**
55

56 Chief Wright introduced new officer, Kayla Bankhead, whom he described as having a
57 vested interest in the community, having the community spirit that Seabrook has, and
58 having the quality of work and character he's looking for in his officers. The Oath of
59 Office was then administered by City Secretary, Robin Hicks.
60

61 **2.2 Recognize volunteers Nancy Jones, Hilda Giangrosso, and the Seabrook Rotary**
62 **Club for their hard work and dedication to making the 4th of July Kids' Parade a**
63 **fun and special event. (Landis)**
64

65 Mayor Pro Tem, Gary Johnson, recognized Nancy Jones and Hilda Giangrosso for their
66 hard work and dedication in putting together the 4th of July Kids' Parade, which they
67 have been doing every year for the past four or five years. The Seabrook Rotary Club
68 "cooking team" was also recognized for cooking approximately 400 hotdogs for kids and
69 families to enjoy. Mayor Pro Tem Johnson pointed out that Ms. Jones, Ms. Giangrosso
70 and the Rotary Club are relentless in their efforts to make the event special, it's great to
71 see families come together, and the event goes a long way in making the summer
72 enjoyable for the kids.
73

74 **2.3 Recognize Bolivar "Bo" Lewis for his contributions to the Planning and Zoning**
75 **Commission. (Landis)**
76

77 Mayor Pro Tem, Gary Johnson, recognized Bolivar "Bo" Lewis for his contributions to
78 the Planning and Zoning Commission. Mr. Lewis stated that it was fun to serve the City
79 on the Planning and Zoning Commission, and he hopes to come back to serve in some
80 capacity in the future.
81

82 **3.0 PUBLIC COMMENTS AND ANNOUNCEMENTS**
83

84 Ms. Nancy Jones, 1114 Sandpiper Drive, thanked the City for all the help with the 4th of
85 July Kids' Parade. In addition, she requested that City Council consider using recycling
86 bins with wheels because Nancy's recycling bin is too heavy to carry.
87

88 Councilor Giangrosso announced several upcoming events.
89
90
91
92

4.0 CONSENT AGENDA

4.1 Removed from the Consent Agenda by Councilor Llorente.

4.2 Approve proposed Resolution 2015-21, "Supporting a Coastal Barrier System."
(Royal)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, SUPPORTING A COASTAL BARRIER SYSTEM TO PROTECT THE HOUSTON/GALVESTON REGION FROM STORM SURGE AND SUBTROPICAL RAIN EVENTS; REQUESTING FUNDING FROM THE STATE OF TEXAS TO PROVIDE FOR COMPREHENSIVE STUDIES TO DETERMINE THE MOST EFFECTIVE COASTAL BARRIER SYSTEM TO SAFEGUARD THE REGION; REQUESTING THE TEXAS FEDERAL DELEGATION TO SEEK AND SUPPORT FEDERAL FUNDING FOR THE DESIGN, CONSTRUCTION AND MAINTENANCE OF A COASTAL BARRIER SYSTEM FOR THE AREA; AND PROVIDING FOR DELIVERY OF SUCH RESOLUTION TO ALL TEXAS STATE LEGISLATORS AND THE ENTIRE TEXAS FEDERAL DELEGATION REPRESENTING TEXAS CITIZENS IN WASHINGTON, D.C.

4.3 Approve contract with Personnel Sector Personnel Consultants, Inc. in the amount of \$25,000 for a compensation study for all city positions and authorizing the City Manager to execute. (Cook)

4.4 Approve Investment Report for 3rd quarter 2014-15. (Lab)

4.5 Approve Quarterly Communications and Marketing Report. (Dearman)

4.6 Approve Monthly Public Safety Report for June 2015. (Wright)

4.7 Approve Monthly Building Report for June 2015. (Landis)

4.8 Appoint Laura Davis to the Planning and Zoning Commission, with a term ending January 31, 2016, to fill the position vacated by Boliver "Bo" Lewis. (Council)

4.9 Appoint Jared Kelly to the Ethics Review Commission, with a term ending October 31, 2016. (Council)

4.10 Approve the minutes of the July 07, 2015 regular City Council meeting. (Hicks)

Motion was made by Councilor Giangrosso and seconded by Councilor Botkin

To approve the Consent Agenda, with the exception of item 4.1.

MOTION CARRIED BY UNANIMOUS CONSENT.

END OF CONSENT AGENDA

4.1 Approve on second and final reading proposed Ordinance No. 2015-14, "Amendment to the Official Street Map to Rename Second Street to Main Street." (Landis)

AN ORDINANCE AMENDING THE OFFICIAL CITY STREET MAP OF THE CITY OF SEABROOK, WHICH IS PART OF THE SEABROOK CITY CODE OF ORDINANCES, CHAPTER 75, "STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES", ARTICLE 2, "STREETS", SECTION 75-26, "STREET NAMING AND NUMBERING MAP", BY RENAMING "SECOND STREET" TO "MAIN STREET", REQUIRING THAT THE "CITY STREET MAP" BE AMENDED TO REFLECT THIS CHANGE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.

Motion was made by Councilor Botkin and seconded by Councilor Llorente

To table this item until Seabrook Economic Development Corporation has reviewed, discussed and voted on reimbursement to residents and businesses for costs associated with the name change. The reimbursement program for the name change will be on the SEDC agenda in the near future.

MOTION CARRIED BY UNANIMOUS CONSENT.

5.0 NEW BUSINESS

5.1 Consider approval of the contract with Food and Vine Time Productions for production services of signature festival events for 2015-16 in an amount not to exceed \$35,000 out of the FY 2014-15 budget. This event was approved by City Council on 7/7/2015. (Cook)

Gayle Cook, City Manager, explained that Council previously approved this event, and this contract with Food and Vine Time Productions covers all pertinent items, including City responsibilities and event company responsibilities. The contract establishes the scope of the 2015 event, and includes an option to hold the event in 2016 and 2017. Because Council would set ticket prices and approve the budget, options for 2016 and/or 2017 would be brought before Council for approval. A 20% contingency is included in the contract in case the event grows faster than anticipated. Sponsorships and tickets sales pay for event expenditures, including weather insurance and headliner music. Hotel Occupancy Tax funds will pay for advertising. The Seabrook Association and the Seabrook Economic Development Corporation have both expressed willingness to contribute \$10,000 toward the costs. In the case of cancellation due to weather, City reimburses a portion of fees back to vendors and sponsors, based on the limit City sets in the insurance policy.

Motion was made by Councilor Llorente and seconded by Councilor Adovasio

To approve the contract with Food and Vine Time Productions for production services of signature festival events for 2015-16 in an amount not to exceed \$35,000 out of the FY 2014-15 budget.

MOTION CARRIED BY UNANIMOUS CONSENT.

5.2 Update on ownership of Walking Bridge. (Cook)

Gayle Cook, City Manager, stated the agreement between the City and Outriggers for construction, ownership and maintenance of the bridge was approved and signed in 2008, before construction began. The agreement states the City is responsible for maintenance after construction for a period of 10 years. The bridge is now on the City's insurance policy and City will be assuming maintenance responsibilities. When the original 10 year period expires, the City will re-evaluate the bridge.

6.0 OLD BUSINESS

6.1 Update on decorative holiday lighting along Second Street. (Cook)

Gayle Cook, City Manager, stated Centerpoint will not provide electrical power from their poles for the originally approved design, and running conduit is cost prohibitive for the City. City will have to hire a contractor to install 4 new light poles, which Centerpoint will provide at no cost. There are now two options for holiday lighting: the original LED lights design, with 2 street crossings or a new design of 23 wreaths hung along each side of the street, with traditional lighting down the poles, and 2 street crossings. No approval is needed on funding at this time, as the original \$20,000 approved by Council will cover costs of either of the two new designs. The wreath option is a purchase, instead of a lease, which includes the 23 wreaths, a Christmas tree and 2 street crossings. After adapters for the holiday lighting are taken off the poles, four new street lights will be in place.

By consensus, Council opted for the wreath design.

7.0 ROUTINE BUSINESS

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

Gayle Cook, City Manager, updated the Council on the following items:

Hwy 146 – no additional information has been provided since the last Council meeting on July 28.

Strategic plan – No information to report at this time.

Project updates –There has been alot of progress on the Public Works building, thanks in large part to Sean Landis, Arthur Chairez, Kevin Padgett and Animal Control personnel. The clock at the Traffic Circle was delivered a week ago, and had some damage. The company flew to Seabrook on July 27 to make the repairs, and the technician will remain in Seabrook until after the installation on Thursday, July 30 to make sure everything is working correctly. The final phase will be landscaping. There is much progress on the splash pad with the water test on July 29, and opening on July 31 with a possible ribbon cutting opportunity. The public will be able to enjoy the splash pad as soon as this weekend.

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

To approve the Action Items Checklist.

MOTION CARRIED BY UNANIMOUS CONSENT.

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

The next City Council meeting will be August 4. The Master Comprehensive Plan Review kick off meeting will be July 30 at 7:00pm at Bay Elementary.

8.0 EXECUTIVE SESSION

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

9.0 OPEN MEETING

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

At 8:50, Mayor Pro Tem Johnson reconvened the City Council meeting in open session and stated that the item had been discussed, but no action had been taken.

Upon motion duly made and seconded, Mayor Pro Tem Johnson adjourned the meeting at 8:52p.m.

Approved this 18th day of August 2015.

Gary Johnson, Mayor Pro Tem

Robin Hicks, City Secretary

Seabrook City Council Regular Meeting
Minutes of August 4, 2015
Page 1

The City Council of the City of Seabrook met in regular session on Tuesday, August 4, 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 – Ex. Abs.	COUNCIL PLACE NO. 1
MIKE GIANGROSSO	COUNCIL PLACE NO. 2
GARY JOHNSON	MAYOR PRO TEM &
MELISSA BOTKIN	COUNCIL PLACE NO. 3
GLENNA ADOVASIO	COUNCIL PLACE NO. 4
O. J. MILLER	COUNCIL PLACE NO. 5
GAYLE COOK	COUNCIL PLACE NO. 6
SEAN LANDIS	CITY MANAGER
STEVEN L. WEATHERED	ASSISTANT CITY MANAGER
ROBIN HICKS	CITY ATTORNEY
	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 PUBLIC COMMENTS AND ANNOUNCEMENTS - None

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

Councilor Giangrosso announced several upcoming events. Councilor Johnson announced the monthly HCMCA meeting, featuring speaker Jeff Galyean, Seabrook Emergency Management Coordinator. Councilor Botkin reminded everyone that Seabrook is currently under Stage 1 water restrictions.

2.0 CONSENT AGENDA

2.1 Approve an excused absence for Melissa Botkin and O.J. Miller for the July 13, 2015 Council Budget Workshop meeting. (Hicks)

2.2 Approve an excused absence for Melissa Botkin for the July 14, 2015 Council Budget Workshop meeting. (Hicks)

2.3 Approve proposed Resolution No. 2015-22, "Expansion of Highway 146." (Cook)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, SUPPORTING THE TEXAS DEPARTMENT OF TRANSPORTATION STATE HIGHWAY 146 EXPANSION PROJECT DUE TO ITS REGIONAL IMPACT WITH REGARD TO EMERGENCY EVACUATIONS, MOBILITY, AND ECONOMIC AND OTHER DEVELOPMENT; AND SOLICITING SUPPORT FROM THE TEXAS MUNICIPAL LEAGUE FOR LEGISLATIVE ACTION TO CHANGE REQUIRED MUNICIPAL FUNDING REQUIREMENTS BY TEXAS DEPARTMENT OF TRANSPORTATION ON A STATE PROJECT FOR UTILITY RELOCATIONS WITHIN A STATE DESIGNATED EVACUATION ROUTE

END OF CONSENT AGENDA

Motion was made by Councilor Johnson and seconded by Councilor Giangrosso

To approve the Consent Agenda as presented.

MOTION CARRIED BY UNANIMOUS CONSENT.

3.0 NEW BUSINESS

3.1 Consider approval on first reading of proposed Ordinance 2015-15 "Establish a Water Rate Stabilization and Capital Reserve Fund." (Lab)

AN ORDINANCE ESTABLISHING A WATER RATE STABILIZATION AND CAPITAL RESERVE FUND TO PROTECT THE CITY AND ITS CUSTOMERS FROM SPIKES IN WATER RATES DUE TO VOLATILE WATER CONSUMPTION AND TO PROVIDE FUNDING FOR FUTURE WATER CONTRACT NEGOTIATIONS AND/OR CAPITAL INFRASTRUCTURE NEEDS ASSOCIATED WITH WATER SUPPLY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.

Gayle Cook, City Manager, explained that after the water rate study was approved by Council, we decided to put a certain percentage of the monies into reserve and phasing in an increase over the upcoming years so that there was not a spike at the end of our contract. The funds were going into reserve. We thought it important to earmark the reserve so there is no question on what is the fund balance. This ordinance is defining the earmarked funds. This fund is much like the other stabilization fund, so that it can only be used for enterprise expenditures. If, at the end of the 14 years, we want to use the monies for infrastructure for a Desal plant, if the plant is affordable based on our estimate of what the balance will be at that time, we could get a small start up plant. If costs are higher, we can offset to customers with the reserve.

Motion was made by Councilor Giangrosso and seconded by Councilor Adovasio

To approve on first reading proposed Ordinance 2015-15 “Establish a Water Rate Stabilization and Capital Reserve Fund.”

MOTION CARRIED BY UNANIMOUS CONSENT.

4.0 ROUTINE BUSINESS

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

Hwy 146 – An email was received today regarding right of entry permissions, which was subsequently emailed to Council. This email was strictly about environmental assessments and had nothing to do with right of way acquisition. The Mayor met with the Economic Alliance transportation task force, and Hwy 146 is the 3rd item on an approved list for transportation projects in the Eastern District TXDOT office.

Strategic Plan – a periodic report will be provided to Council at beginning of September.

Bond Project updates – the splash pad has worked well each day. We are flushing out sand in infiltration system, but levels are working fine. Pool manager and City staff say children are enjoying the splash pad tremendously. Public Works staff will look at designs for the Public Works complex this week and will meet with an architect next week. The fiber optics project is moving forward with a state approved contract, with estimated completion around three months.

Motion was made by Councilor Botkin and seconded by Councilor Miller

To approve the Action Items Checklist.

MOTION CARRIED BY UNANIMOUS CONSENT.

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

We are back to normal with 1st and 3rd Tuesday meetings; Over 300 people attended the July 30 Comprehensive Master Plan kickoff meeting, with all positive feedback.

Upon motion duly made and seconded, Mayor Royal adjourned the meeting at 7:13 p.m.

Approved this 18th day of August 2015.

Glenn R. Royal, Mayor

Robin Hicks, City Secretary



CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: TUESDAY, AUGUST 18, 2015

Submitter/Requestor: Sean Landis

Date Submitted: 8/10/2015 8:38:47 AM

Presenter: Sean Landis

Description/Subject:

Consider approval of a proposal by Cobb Fendley to update the Water and Wastewater Capital Improvements Plan and Impact Fee Determination 2005-2014 in an amount not to exceed \$30,000.00, and authorize the City Manager to execute an agreement for the same, after review by the City Attorney. This is an unbudgeted item. (Landis)

Purpose/Need: Policy Issue

Background/Issue(What prompted this need):

PBS&J was contracted in 2004 by the City of Seabrook to prepare a 10 year Capital Improvements Plan for water and wastewater, and to perform a study to determine a maximum allowable impact fee. The report was entitled, "Water and Wastewater Capital Improvements Plan and Impact Fee Determination 2005-2014." The plan served as an update to a report produced by Walsh/Freese and Nichols in 2000 entitled, "Water and Wastewater Impact Fee Study, 1999 Update."

Section 395.052 of the Texas Local Government Code requires any city collecting water and wastewater impact fees to review, evaluate, and update the land use assumptions and capital improvement plan for which an impact fee is imposed at least every five years. The current plan only considered the impacts thru 2014. The city is mandated to complete the review and update prior to December 31, 2015.

Section 395.0411 of the Texas Local Government Code requires that the city secure the services of a qualified professional engineer to review, evaluate, and update the plan.

The update is required by State Law and may be funded by proceeds collect as part of the plan.

“Impact Fee” Means a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development.

Impacted Parties(Expected/Notified):

Miscellaneous Comments:

Attachments:

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

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

Budget Dept/Line Item Number 19-929-5212

Funding Comments:

Revenues (Water and Wastewater Impact Fees) collected are proposed to be used to fund the cost of the Plan update.

Where on the agenda should this item be placed?

New Business

Suggested Motion:

Staff recommends Approval.

Agenda Language:

Consider approval of a proposal by Cobb Fendley to update the Water and Wastewater Capital Improvements Plan and Impact Fee Determination 2005-2014 in an amount not to exceed \$30,000.00, and authorize the City Manager to execute an agreement for the same, after review by the City Attorney. This is an unbudgeted item. (Landis)

City Manager Review:

(All items are to be reviewed and approved by the city manager, except items submitted by

the mayor or any council member or routine consent agenda items such as minutes and second & third readings of ordinances)

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



August 5, 2015

Mr. Sean Landis
Deputy City Manager
City of Seabrook
1700 First Street
Seabrook, TX 77586

AUTHORIZATION FOR PROFESSIONAL SERVICES

Re: **Impact Fee Update 2015-2025**
Proposal for Professional Engineering Services

Dear Mr. Landis:

Cobb, Fendley & Associates, Inc. ("CobbFendley") proposes to provide professional engineering services in connection with an Impact Fee Update for years 2015 to 2025. The project includes updating the Impact Fee document with new construction, current water use demands, and proposed capital improvement projects.

SCOPE OF SERVICES

CobbFendley will provide the following engineering services:

- Update Impact Fee Study with recently constructed projects.
- Update Impact Fee Study with future development and CIP projects.
- Update water and sewer system maps and exhibits.
- Analyze water use data
- Update WaterCad Model with new construction and current water demands.
- Perform Impact Fee calculations.
- Prepare Impact Fee Study
- Attend or conduct meetings and hearings with Planning and Zoning Commission and City Council.

We proposed to complete the Impact Fee Study for adoption in December 2015. See the attached manhour estimate for more information.

BASIC SERVICES COMPENSATION:

Lump Sum: The compensation to be paid to CobbFendley for providing the following professional services will be computed as follows:

1. Impact Fee Update \$30,000.00



PROPOSAL ACCEPTANCE

If this proposal is agreeable to you, please indicate your acceptance by signing in the space provided below and return one copy to us for our file. This proposal is void if not accepted within thirty days of the date hereon. The opportunity to propose professional engineering services to your organization is appreciated and we look forward to working on this project with you.

Sincerely,

This proposal accepted by:

COBB, FENDLEY & ASSOCIATES, INC.

CITY OF SEABROOK

A handwritten signature in blue ink, appearing to read "Amber Hurd".

Amber Hurd, P.E.
Principal

Signature Date

Print Name Title



***CITY
OF
SEABROOK***

**AGENDA
BRIEFING**

Date of Meeting: TUESDAY, AUGUST 18, 2015

Submitter/Requestor: Cook

Date Submitted: 8/10/2015 9:47:13 AM

Presenter: Cook

Description/Subject:

Consider approval of the final bill for the Waterfront Drive Improvement Project to AT&T in the amount of \$119,585.84. Funds are available from CDBG Round 1 transfer.

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)

Analysis of final bill AT&T- Waterfront

Final AT&T Bill

Round 1 Amendment

Round 2.2 Amendment

EDA-EDC Breakout

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

Budget Dept/Line Item Number

Funding Comments:

The original AT&T contract and pre-payment of \$ 95,226.90 was made as per the agreement. Construction was delayed and actual work did not commence until 12 months later in 2012. The agreement states that the amount prepaid was an estimate.

Where on the agenda should this item be placed?

Old Business

Suggested Motion:**Agenda Language:**

Consider approval of the final bill for the Waterfront Drive Improvement Project to AT&T in the amount of \$119,585.84. (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.)

City of Seabrook CWOTS # 166T11

	Original	Final	Difference
Engineering Labor	\$ 31,576.53	\$ 27,210.50	\$ 4,366.03
Splicing Labor	\$ 11,182.56	\$ 22,820.36	\$ (11,637.80)
Minor & Misc Expense	\$ 3,041.01	\$ 7,077.96	\$ (4,036.95)
Contractor Expense	\$ 24,427.00	\$ 132,311.75	\$ (107,884.75)
Overhead Expenses	\$ 19,183.56	\$ 21,087.14	\$ (1,903.58)
Material Cost	\$ 5,816.24	\$ 12,070.73	\$ (6,254.49)
Plant Betterment Credit		\$ (7,766.00)	\$ 7,766.00
Total	\$ 95,226.90	\$ 214,812.44	\$ (119,585.54)



P.O. Box 5001
Carol Stream, IL 60197-5001

FINAL BILLING INVOICE

[CUSTOMER COPY]

CITY OF SEABROOK ATTN: VINEETA JAYARAM 1700 FIRST ST SEABROOK, TEXAS 77586		DATE 1/13/2015 SPECIAL BILL # 660 14U-5801-286 PROJECT # 8251294 CWOTS NUMBER 166T11	
WORK SITE LOCATION: ALL OF WATERFRONT ST AND BEGINNING OF TODDVILLE			
DESCRIPTION OF CONSTRUCTION SERVICES TO BE PERFORMED: THIS PROJECT PLACED 1043' OF 400-PR BURIED CABLE, 1280' OF 200-PR BURIED CABLE, 1175' OF 100-PR BURIED CABLE, 90' OF 50-PR BURIED CABLE, 560' OF 25-PR BURIED CABLE, 660' OF 72-FIBER CALE, AND ONE BURIED TERMINAL RELOCATING FACILITIES PER THE CUSTOMER'S REQUEST. THIS COST IS FOR CONSTRUCTION AND ENGINEERING LABOR AND MATERIALS IN REGARDS TO AT&T FACILITIES ONLY.			
THE WORK AND COST IN THIS INVOICE ARE SUBJECT TO THE TERMS AND CONDITIONS CONTAINED IN THE ACCOMPANYING AT&T APPLICATION AND LETTER OF AGREEMENT FOR CONSTRUCTION SERVICES.			
<u>DETAIL OF CHARGES:</u>			
171 HRS ENGINEERING LABOR: Required for field visits, engineering time, drafting time, records posting, and estimate processing.		\$	27,210.50
158 HRS AT&T SPLICING / PLANT LABOR:		\$	22,820.36
MINOR & MISCELLANEOUS EXPENSE: Includes exempt materials that are supplies of small value for which it is impracticable to track individually: (i.e. connectors, nuts, bolts, and other miscellaneous items.)		\$	7,077.96
CONTRACTOR EXPENSE:		\$	132,311.75
OVERHEAD EXPENSES: Includes Corporate loadings that covers expenses such as executive planning, accounting, human resources, information management, legal and other general administrative cost incurred in supporting custom work projects.		\$	21,087.14
MATERIAL COST: Required for: 660 FT OF 5BQ2MT-072 FIBER CA, 1043 FT OF ANMW-400 PR CA, 1280 FT OF ANMW-200 PR CA, 1175 FT OF 100-PR CA, 90 FT OF ANMW-50 PR CA, 560 FT OF ANMW-25 PR CA, & ONE BURIED TERMINAL		\$	12,070.73
PLANT BETTERMENT CREDIT:			(7,766.00)
<u>SUB- TOTAL:</u>		\$	214,812.44
CUSTOMER ADVANCE PAYMENT:			(95,226.90)
<u>TOTAL BALANCE DUE:</u>		\$	119,585.54

Make checks payable to AT&T
Please return this page with your payment to:
P.O. BOX 5001
Carol Stream, IL 60197-5001



**CDBG NON-ENTITLEMENT DISASTER RECOVERY GRANT CONTRACT
GLO CONTRACT NO. 11-323-000-5294 – ROUND 1 FUNDING
AMENDMENT NO. 7**

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

The **TEXAS GENERAL LAND OFFICE**, (“GLO”) and the **CITY OF SEABROOK**, (“Grantee”), parties to that certain Community Development Block Grant disaster recovery contract effective September 1, 2010, and denominated GLO Contract No. 11-323-000-5294 (“Contract”), as amended, now desire to further amend the Contract.

WHEREAS, the parties desire to revise the Performance Statement to include required performance measures; and

WHEREAS, the parties desire to revise the Budget to reflect an increase in funding to allow for successful completion of the Waterfront Drive project; and

WHEREAS, the parties desire to extend the Contract Period to allow for successful completion of the activities hereunder contemplated; and

WHEREAS, these revisions will result in no additional encumbrance of grant funds;

NOW, THEREFORE, the parties hereby agree to amend and modify the Contract as follows:

1. **SECTION 2** of the Contract, **CONTRACT PERIOD**, is hereby amended to reflect a termination date of December 31, 2015.
2. **SECTION 22** of the Contract, **SPECIAL CONDITIONS, PARAGRAPH Q**, is hereby amended and modified to reflect a total Grantee funding commitment in the amount of **FOUR MILLION TWO HUNDRED FORTY-EIGHT THOUSAND SIX HUNDRED SIX DOLLARS (\$4,248,606.00)**.
3. **EXHIBIT A-3** of the Contract, **Revised Performance Statement**, is hereby deleted and replaced by the **Revised Performance Statement**, attached hereto and incorporated herein for all purposes as **Exhibit A-4**.

4. **EXHIBIT B-4** of the Contract, **Revised Budget**, is hereby deleted and replaced by the **Revised Budget**, attached hereto and incorporated herein for all purposes as **Exhibit B-5**.
5. This Amendment No. 7 shall be effective as of the date signed by the last party.
6. Except as amended and modified by this Amendment No. 7, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
7. Further material revisions to the Contract shall be by written agreement of the parties.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 7 TO
GLO CONTRACT NO. 11-323-000-5294
ROUND 1 FUNDING**

GENERAL LAND OFFICE

CITY OF SEABROOK

Anne L. Idsal, Chief Clerk/
Deputy Land Commissioner

Date of execution: _____

DocuSigned by:
By: Gayle Cook
15A248787A36489
Name: Gayle Cook
Title: City Manager

Date of execution: 5/12/2015

DS
LS AMH
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GC MA

EXHIBITS ATTACHED TO THIS AMENDMENT:

**EXHIBIT A-4 - REVISED PERFORMANCE STATEMENT
EXHIBIT B-5 - REVISED BUDGET**

EXHIBITS FOLLOW

CITY OF SEABROOK

Grantee shall carry out the following activities in the target area identified in its 2008 Texas CDBG Disaster Recovery Supplemental Grant application to aid areas most impacted and distressed by Hurricanes Ike or Dolly. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled. Grantee shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in Exhibit B, Budget.

As a result of Hurricane Ike on September 13, 2008, the city's water wells failed to function. The failure to function was due to loss of normal electrical power service for several days. The failure of these facilities to function threatened the public health, safety, and welfare of all served by these facilities due to lack of a potable water supply. The City is in need of adequately-sized generators that will serve as a backup power supply to operate these facilities.

Also as a result of Hurricane Ike, the City's streets were submerged by flood waters that overwhelmed the existing drainage system and caused the road to fail to function as the primary access for the area. The failure of the roads to function threatened the public health, safety, and welfare of all served by the roads due to standing water on the roads and impeded emergency vehicle access. The City is in need of infrastructure improvements, including road repair and provision of adequate drainage, to ensure roadway function.

Also as a result of Hurricane Ike, the City's main drainage gully accumulated sediment that blocked drainage and backed up waters upstream of the mouth of the gully causing the waterway to fail to function in its role as an integral part of the drainage system in the area. The failure of the gully to function threatened the public health, safety, and welfare of all served by this facility due to flooding. The City is in need of adequately-sized drainage infrastructure improvements to reduce flooding.

Water Facilities-1a

Grantee shall purchase and install, at each of three (3) locations, a permanently-affixed, natural gas-fueled generator with automatic transfer switch and associated appurtenances. Grantee shall construct generator housing, a foundation for generator mounting, and perform site work associated with construction. Construction shall take place at the water wells located at the following locations:

<u>Location:</u>	<u>Activity:</u>	<u>HUD Performance Measure:</u>	<u>Approximate Units:</u>
Water Well No. 1: 2101 Humble Drive	Install one (1) four hundred fifty (450 kW) generator.	Public Facility	1
Water Well No. 2: 2501 Humble Drive	Install one (1) three hundred to five hundred kilowatt (300 kW - 500 kW) generator.	Public Facility	1

<u>Location:</u>	<u>Activity:</u>	<u>HUD Performance Measure:</u>	<u>Approximate Units:</u>
Water Well No. 3: 4002 Lakepointe Forest Drive	Install one (1) three hundred to five hundred kilowatt (300 kW - 500 kW) generator.	Public Facility	1

Installation of the backup generators will ensure continuous operation of the water wells and uninterrupted water service.

These activities shall benefit nine thousand ninety-four (9,094) persons, of which two thousand three hundred seventy-two (2,372), or twenty-six percent (26%), are of low to moderate income.

Street Improvements-4

Waterfront Street Reconstruction

GLO

Grantee will clear, remove, and dispose of all existing utilities, manholes, valves, and trees located within the proposed right of way. Grantee will remove approximately two thousand nine hundred square yards (2,900 s.y.) of existing asphalt and concrete pavement, base, and driveways outside of the existing fifty foot (50 ft.) right of way of Waterfront and Todville Streets.

Grantee shall purchase and install approximately fourteen thousand seven hundred cubic yards (14,700 c.y.) of embankment material from an offsite location, located west of the intersection of the Todville bridge and Pine Gully extending approximately one thousand six hundred linear feet (1,600 l.f.) west along the existing channel, to provide embankment material outside of the existing fifty foot (50 ft.) right of way of Waterfront and Todville Streets to raise the roadways. Grantee will clear and grub approximately four point five-one acres (4.51 AC) of land at Pine Gully. Grantee shall purchase and install approximately one hundred seventy-six tons (176 Ton) of crushed granite to restore pedestrian/bike trail along Pine Gully. Grantee will relocate existing pedestrian bridge and foundation as a result of the embankment material being removed from Pine Gully. Grantee shall purchase and install four (4) back slope interceptor structures at Pine Gully as a result of the embankment material being removed. Grantee shall purchase and install approximately five hundred cubic yards (500 c.y.) of twenty-four inch (24 in.) thick stone rip rap material to retain embankment material along the water edge of Waterfront and Todville Street and at Bath Street outfall structure. Grantee shall purchase and install approximately one thousand eight hundred eighty-five linear feet (1,885 l.f.) of twelve-inch (12 in.) water line and nine hundred forty-five linear feet (945 l.f.) of eight-inch (8 in.) water line, including all other associated appurtenances (ex. gate valves, fire hydrants, wet connections and water taps and service line installations for existing services along the street).

Grantee shall purchase and install approximately one hundred forty-five linear feet (145 l.f.) of twelve-inch (12 in.) sanitary sewer pipe, one thousand six hundred forty-five linear feet (1,645 l.f.) of ten-inch (10 in.) sanitary sewer pipe, one thousand four hundred thirty-two linear feet (1,432 l.f.) of eight-inch (8 in.) sanitary sewer pipe, nine hundred sixty-eight linear feet (968 l.f.) of six-inch (6 in.) sanitary sewer service connections, sixteen (16) sanitary sewer manholes, and all other appurtenances (ex. sanitary sewer service line installations for existing services along the street).

Grantee shall repair and restore adjacent properties disturbed by construction to their condition prior to construction. Grantee shall purchase and install approximately fifty-three square yards (53 s.y.) of eight-inch (8 in.) reinforced concrete pavement, ninety-six linear feet (96 l.f.) of six-inch (6 in.) reinforced concrete curb, and sixty-eight square yards (68 s.y.) of lime stabilized subgrade manipulation, all outside of the existing fifty foot (50 ft.) right of way of Waterfront and Todville Streets.

Grantee shall purchase and install approximately five acres (5 ac.) of hydro-mulch seeding of erosion stabilization during and after construction. In addition, Grantee shall relocate some electrical utility lines. Construction will take place along Todville Road from the Westside of the Todville Bridge at the second cut opening to Galveston Bay through the 10th Street and Todville Intersection, Southeast along Waterfront Street to the end of the street. The reconstruction will restore and ensure the function of the road as a primary access to the area and emergency vehicle use.

EDA

Grantee will remove approximately ten thousand nine hundred square yards (10,900 s.y.) of existing asphalt and concrete pavement, base, and driveways inside of the existing fifty foot (50 ft.) right of ways along Waterfront, Todville and other cross streets in the area. Grantee shall purchase and install approximately fifteen thousand seven hundred thirty cubic yards (15,730 c.y.) of embankment material from an offsite location, located west of the intersection of the Todville bridge and Pine Gully extending approximately one thousand six hundred linear feet (1,600 l.f.) west along the existing channel, to provide embankment material inside of the existing fifty foot (50 ft.) right of way of Waterfront, Todville and other cross streets in the area to raise the roadways.

Grantee shall purchase and install underground primary electrical utility service and underground telecommunication utility service infrastructure so the service providers (CenterPoint Energy, AT&T, and Comcast) can install electrical conduits underground. Grantee will also install electrical service connections from primary line to existing customers along the street and two hundred eighty-one linear feet (281 l.f.) of street light conduit for electrical lines to serve the proposed street lights. Grantee shall purchase and install approximately eight thousand eight hundred fifty-two square yards (8,852 s.y.) of eight-inch (8 in.) reinforced concrete pavement, four thousand one hundred eleven linear feet (4,111 l.f.) of six-inch (6 in.) reinforced concrete curb, six thousand five hundred sixty-eight square feet (6,568 s.f.) of 6-inch reinforced concrete

driveways, nine thousand nine hundred fifty-one square yards (9,951 s.y.) of lime stabilized subgrade manipulation, two hundred twenty-five tons (225 ton) of two-inch (2 in.) HMAC asphalt, nine (9) concrete wheelchair ramps, twenty thousand six hundred fifty square feet (20,650 s.f.) of four and one half inch (4.5 in.) thick reinforced concrete side walk, and fifty-six (56) palm trees, all inside of the existing fifty foot (50 ft.) right of way of Waterfront, Todville and other cross streets in the area, and all other appurtenances (ex. street signs, pavement markings, and barricades).

Grantee shall purchase and install approximately two hundred sixty-six linear feet (266 l.f.) of thirty-six inch (36 in.) reinforced concrete pipe, two hundred ninety-nine linear feet (299 l.f.) of thirty-inch (30 in.) reinforced concrete pipe, two thousand sixty linear feet (2,060 l.f.) of twenty-four inch (24 in.) reinforced concrete pipe, one hundred twenty-three linear feet (123 l.f.) of eighteen-inch (18 in.) reinforced concrete pipe, sixty-five linear feet (65 l.f.) of 18 inch HPDE, thirteen (13) precast concrete storm sewer manholes, and twenty-two (22) reinforced concrete inlets. Grantee shall purchase and install approximately two thousand square yards (2,000 s.y.) of 8 inch base and asphalt pavement for a temporary road while embankment material is being placed to raise the existing road.

Construction will take place along Todville Road from the Westside of the Todville Bridge at the second cut opening to Galveston Bay through the 10th Street and Todville Intersection, Southeast along Waterfront Street to the end of the street. The reconstruction will restore and ensure the function of the road as a primary access to the area and emergency vehicle use.

These activities shall benefit five thousand seven hundred forty-one (5,741) persons, of which one thousand three hundred twenty-eight (1,328), or twenty-three percent (23%), are of low to moderate income.

Seabrook Street Improvements

Lakeside Subdivision (Lakeside Drive from NASA Road 1 to HCFC Ditch Unit A102-01-00 Paving and Drainage Improvements)

Grantee shall remove and dispose of approximately thirteen thousand six hundred forty-six square yards (13,646 s.y.) of existing pavement and curb, seven hundred twenty-five square yards (725 s.y.) of concrete sidewalks and driveways. Grantee shall construct eleven thousand six hundred eighty-eight square yards (11,688 s.y.) of eight-inch (8 in.) reinforced concrete pavement, one thousand seven hundred fifty square yards (1,750 s.y.) of eight-inch (8 in.) high early strength reinforced concrete pavement, seven thousand six hundred twenty-eight square feet (7,628 s.f.) of six-inch (6 in.) high early strength reinforced concrete pavement for driveways, eight thousand four hundred twenty-nine linear feet (8,429 l.f.) of six-inch (6 in.) reinforced concrete curb, nine hundred twenty-eight square feet (928 s.f.) of four and half inch (4.5 in.) reinforced concrete sidewalk, nine (9) concrete wheelchair ramps, manipulate twelve thousand four hundred eighty-five square yards (12,485 s.y.) of six-inch (6 in.) lime stabilized subgrade, two hundred fourteen tons (214 tons) of hydrated lime, thirty-six tons (36 tons) of

eight-inch (8 in.) hot mix asphalt base course, nine tons (9 tons) of two-inch (2 in.) hot mix asphaltic concrete pavement, eighty-one square yards (81 s.y.) of six-inch (6 in.) reinforced concrete median noses, and all other appurtenances (ex. street signs and pavement markings).

Grantee shall purchase and install approximately two hundred forty-nine linear feet (249 l.f.) of twenty-four inch (24 in.) reinforced concrete pipe, twenty linear feet (20 l.f.) of twelve-inch (12 in.) reinforced concrete pipe, one (1) precast concrete storm sewer manhole, two (2) precast concrete type "B-B" inlets, four (4) precast concrete type "C-1" inlets, and seven square yards (7 s.y.) of five-inch (5 in.) reinforced concrete slope paving.

Grantee will provide traffic control and temporary pavement throughout the duration of the project. Grantee will provide storm water pollution prevention measures throughout the duration of the project. (ex. filter fabric fence, inlet protection barriers, stabilized construction exit, hydro mulch seeding and block sodding) Construction will take place in the Lakeside Subdivision from NASA Road 1 to Harris County Flood Control District (HCFCD) Ditch A102-01-00 along Lakeside Drive. The repairs will restore and ensure the function of the road for primary access and emergency vehicle use.

Miramar Subdivision (El Mar Lane) and Seascape Subdivision (North and South Flamingo Entrances) - (Paving and Drainage Improvements for El Mar Lane from SH 146 to N. Meyer Avenue and Seascape Entrances)

Grantee shall remove and dispose of approximately eighteen thousand four hundred fifty-four square yards (18,454 s.y.) of existing pavement and curb, four thousand four hundred ninety-eight square yards (4,498 s.y.) of concrete sidewalks and driveways, and five hundred thirteen linear feet (513 l.f.) of concrete pipe. Grantee shall construct eighteen thousand one hundred fifty-nine square yards (18,159 s.y.) of eight-inch (8 in.) reinforced concrete pavement, seven thousand one hundred ninety-two square feet (7,192 s.f.) of six-inch (6 in.) high early strength reinforced concrete pavement for driveways, twenty thousand nine hundred ninety-three square feet (20,993 s.f.) of six-inch (6 in.) reinforced concrete pavement for driveways, seven thousand two hundred linear feet (7,200 l.f.) of six-inch (6 in.) reinforced concrete curb, four thousand one hundred ninety-seven linear feet (4,197 l.f.) of four-inch by twelve-inch (4 in. x 12 in.) reinforced concrete curb, thirteen thousand thirty-four square feet (12,034 s.f.) of four and one-half inch (4.5 in.) reinforced concrete sidewalk, nineteen (19) concrete wheelchair ramps, manipulate eighteen thousand seven hundred forty-six square yards (18,746 s.y.) of six-inch (6 in.) lime stabilized sub-grade, two hundred eighty tons (280 tons) of hydrated lime, three hundred thirteen cubic yards (313 c.y.) of six-inch (6 in.) cement stabilized sand, one hundred eighty-seven tons (187 tons) of six-inch (6 in.) asphalt base course, ninety-six tons (96 tons) of three-inch (3 in) asphalt pavement and all other appurtenances excluding street signs and pavement markings.

Grantee shall purchase and install approximately one hundred sixty-two linear feet (162 l.f.) of thirty-six inch (36 in.) reinforced concrete pipe, one hundred twenty-two linear feet (122 l.f.) of thirty-six inch (36 in.) reinforced concrete arch pipe, forty-five linear feet (45 l.f.) of thirty-inch (30 in.) reinforced concrete pipe, four hundred seventy-two linear feet (472 l.f.) of twenty-four inch (24 in.) reinforced concrete pipe, forty-two linear feet (42 l.f.) of twenty-four inch (24 in.) reinforced concrete arch pipe, four (4) precast concrete storm sewer manholes, five (5) precast concrete type "A" inlets, thirteen (13) precast concrete type "B-B" inlets, one (1) precast concrete type "C-1" inlet, one (1) precast concrete type "E" inlet, four hundred fifty-seven square yards (457 s.y.) of five-inch (5 in.) reinforced concrete slope paving, and two (2) adjustments to existing pedestrian bridges to match new pavement.

Grantee will provide traffic control and temporary pavement throughout the duration of the project. Grantee will provide storm water pollution prevention measures throughout the duration of the project. (ex. filter fabric fence, inlet protection barriers, stabilized construction exit, rock filter dam, hydro mulch seeding and block sodding) Construction will take place in the Miramar Subdivision from State Highway 146 (SH 146) to North Meyer Avenue along El Mar Lane and the Seascape Subdivision at the street entrances of North and South Flamingo. The repairs will restore and ensure the function of the road for primary access and emergency vehicle use.

These activities shall benefit nine thousand ninety-four (9,094) persons, of which two thousand three hundred seventy-two (2,372), or twenty-six percent (26%), are of low to moderate income.

Flood and Drainage Facilities-5

Grantee shall construct breakwaters/jetties to prevent sediment from entering Pine Gully. Construction shall take place at Pine Gully bounded by Pine Gully Road, Seabrook Cemetery, Pine Gully Park, Galveston Bay, Surf Oaks Drive Subdivision, and Todville Road. Installation of the breakwaters/jetties will reduce flooding by maintaining the open cross section of the gully and preventing water from backing up upstream of the mouth of the gully.

These activities shall benefit nine thousand ninety-four (9,094) persons, of which two thousand three hundred seventy-two (2,372), or twenty-six percent (26%), are of low to moderate income.

Acquisition-24

Grantee shall acquire real property as needed to accommodate the street improvements for the Waterfront Street Reconstruction Project. Acquisition is not required for the Street Improvements in the Miramar, Lakeside and Seascape Subdivisions. Grantee shall carry out all

acquisitions of needed real property, easements, and/or rights-of-way in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*) and HUD implementing regulations (24 CFR Part 42).

Engineering-30

Grantee shall ensure the amount of funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services, does not exceed the amount specified for engineering in Exhibit B, Budget.

Planning / Project Delivery-33

Grantee shall ensure the amount of funds expended for all eligible project-related “planning / project delivery” administration activities, including the required annual program compliance and fiscal audit, does not exceed the amount specified for Planning / Project Delivery in Exhibit B, Budget.

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CITY OF SEABROOK

<u>LINE</u>	<u>CATEGORIES</u>	<u>CONTRACT FUNDS</u>	<u>OTHER FUNDS</u>	<u>TOTAL</u>
1a.	Water Facilities	\$ 788,861.50	\$	\$ 788,861.50
4.	Street Improvements	\$ 4,438,702.97	\$ 3,421,000 ¹	\$ 7,859,702.97
5.	Flood and Drainage Facilities	\$ 250,000	\$ 348,606 ²	\$ 598,606
24.	Acquisition	\$ 1,978,679.78	\$	\$ 1,978,679.78
30.	Engineering/Architectural Serv. (Total for all construction accounts)	\$ 995,064	\$ 479,000 ¹	\$ 1,474,064
33.	Planning / Project Delivery	\$ 353,079	\$	\$ 353,079
	TOTALS	\$ 8,804,387.25	\$ 4,248,606 ^{1,2}	\$ 13,052,993.25

¹EDA Grant (\$3,000,000) and City of Seabrook Local Funds (\$900,000)²City of Seabrook Local Funds - \$348,606**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

Certificate of Completion

Envelope Number: F2129AF648AA4E13ADA913B52F36BE05
Subject: over 230k; 11-323-000-5294 City of Seabrook A-7 (Texas General Land Office)
Source Envelope:
Document Pages: 16
Certificate Pages: 3
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Envelope Originator:
Kerri Danieli
1700 N Congress Ave
Ste 935
Austin, TX 78701-1495
kerri.danieli@glo.texas.gov
IP Address: 204.65.210.133

Record Tracking

Status: Original
4/15/2015 CT

Holder: Kerri Danieli
kerri.danieli@glo.texas.gov

Location: DocuSign

Signer Events

Kerri Danieli
kerri.danieli@glo.texas.gov
Texas General Land Office
Security Level: Email, Account Authentication
(None)

Signature



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Timestamp

Sent: 4/15/2015 CT
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Signed: 4/15/2015 CT

Electronic Record and Signature Disclosure:
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Ashley Healy
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General Land Office
Security Level: Email, Account Authentication
(None)



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Sent: 4/15/2015 CT
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Ilene Arguello
contractsteam@glo.texas.gov
Texas General Land Office
Security Level: Email, Account Authentication
(None)



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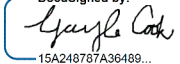
Jorge Ramirez
jorge.ramirez@glo.texas.gov
Texas General Land Office
Security Level: Email, Account Authentication
(None)



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Signer Events	Signature	Timestamp
Joey Longley joey.longley@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:	 Using IP Address: 204.65.210.79	Sent: 4/22/2015 CT Viewed: 4/22/2015 CT Signed: 4/22/2015 CT
Mark Havens mark.havens@glo.texas.gov Director of Oil and Gas Legal Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:	 Using IP Address: 70.112.169.247 Signed using mobile	Sent: 4/22/2015 CT Viewed: 4/22/2015 CT Signed: 4/22/2015 CT
Gayle Cook gcook@seabrooktx.gov City Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:	DocuSigned by:  15A248787A36489... Using IP Address: 74.95.215.193	Sent: 4/22/2015 CT Resent: 5/11/2015 CT Viewed: 4/23/2015 CT Signed: 5/12/2015 CT
Anne Idsal anne.idsal@glo.texas.gov Chief Clerk Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:		Sent: 5/12/2015 CT

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
George P. Bush georgep@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:	COPIED	Sent: 4/15/2015 CT Viewed: 4/17/2015 CT

Carbon Copy Events		Status	Timestamp
Christopher Burnett christopher.burnett@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:		COPIED	Sent: 4/21/2015 CT
Dennis Ku dennis.ku@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:		COPIED	Sent: 4/21/2015 CT
Matthew Andreson matthew.anderson@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:		COPIED	Sent: 4/21/2015 CT
Katy Sellers katy.sellers@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:		COPIED	Sent: 4/22/2015 CT
Diane Cates diane.cates@glo.texas.gov Lease Processor Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:		COPIED	Sent: 4/22/2015 CT Viewed: 4/22/2015 CT
Sean Landis slandis@seabrooktx.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:		COPIED	Sent: 4/22/2015 CT Viewed: 4/23/2015 CT
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Envelope Summary Events		Status	Timestamps
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**GLO CONTRACT NO. 12-564-000-6858
COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY PROGRAM
ROUND 2.2 NON-HOUSING GRANT AGREEMENT
AMENDMENT NO. 1**

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

The **GENERAL LAND OFFICE**, ("GLO") and the **CITY OF SEABROOK**, ("Grantee"), parties to that certain Community Development Block Grant disaster recovery grant agreement effective July 27, 2012, and denominated GLO Contract No. 12-564-000-6858 ("Contract"), now desire to amend the Contract.

WHEREAS, the parties now desire to de-obligate funding; and

WHEREAS, due to scope reductions and clarifications, the parties desire to revise the Performance Statement and Implementation Schedule as well as the Budget; and

NOW, THEREFORE, the parties hereby agree to amend and modify the Contract as follows:

1. **SECTION 1.01(B)** of the Contract, **GRANT AWARD**, is hereby amended by decreasing funding in the amount of **TWO HUNDRED THIRTY-ONE THOUSAND TWO HUNDRED EIGHTEEN AND 25/100 DOLLARS (\$231,218.25)**, for a total amount not to exceed **ONE MILLION THREE HUNDRED FIFTY-SEVEN THOUSAND TWO HUNDRED EIGHTY AND 75/100 DOLLARS (\$1,357,280.75)** for the duration of the contract.
2. **ATTACHMENT A** of the Contract, **PERFORMANCE STATEMENT AND IMPLEMENTATION SCHEDULE**, is hereby deleted in its entirety and replaced with the **REVISED PERFORMANCE STATEMENT AND IMPLEMENTATION SCHEDULE**, attached hereto and incorporated herein for all purposes in its entirety as **ATTACHMENT A-1**.
3. **ATTACHMENT B** of the Contract, **PROJECT BUDGET**, is hereby deleted in its entirety and replaced with the **REVISED PROJECT BUDGET**, attached hereto and incorporated herein for all purposes in its entirety as **ATTACHMENT B-1**.

4. This Amendment No. 1 shall be effective as of the date last signed.
5. Except as amended and modified by this Amendment No. 1, all terms and conditions of the Contract shall remain in full force and effect.
6. Further material revisions to the Contract shall be by written agreement of the parties.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 1
TO GLO CONTRACT NO. 12-564-000-6858
GRANTEE - ROUND 2.2**

GENERAL LAND OFFICE

CITY OF SEABROOK

Anne L. Idsal, Chief Clerk/
Deputy Land Commissioner

Date of execution: _____

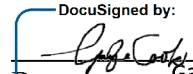
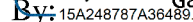
 
LS

DIV

DEPDIR

DIR

GC

DocuSigned by:

By:  Gayle Cook
Title: City Manager

Date of execution: 5/13/2015

ATTACHMENTS TO THIS CONTRACT

ATTACHMENT A-1: Revised Performance Statement and Implementation Schedule

ATTACHMENT B-1: Revised Project Budget

ATTACHMENTS FOLLOW

CITY OF SEABROOK

Grantee shall carry out the following activities in the target area identified in its 2008 Texas CDBG Disaster Recovery Supplemental Grant application to aid areas most impacted and distressed by Hurricanes Ike or Dolly. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled. Grantee shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in the Budget.

As a result of Hurricane Ike on September 13, 2008, portions of the City of Seabrook were submerged by flood waters that overwhelmed the existing drainage system and caused the roads to fail to function as the primary access for the area. The failure of the drainage system to function threatened the public health, safety and welfare of all served by the road due to flooding and impeded emergency vehicle access. The City is in need of infrastructure improvements, including ditch rehabilitation and installation of new drainage structures, to improve the transfer of storm water to Galveston Bay and reduce flooding.

Flood and Drainage Facilities-5

Pine Gully Excavation

Grantee shall perform ditch clearing, channel excavation and widening, slope stabilization, and install drainage structures along Pine Gully. Construction shall take place at the following location in Seabrook, Texas:

<u>Flood and Drainage Facilities:</u>	<u>Location:</u>	<u>HUD Performance Measure:</u>	<u>Approximate Units:</u>
On: Pine Gully	From: Approximately 1,600 linear feet west of the Todville Road Bridge/Pine Gully intersection to the Seabrook Fire Training Facility at Red Bluff Road	Linear Feet	3,000

These activities shall benefit four thousand eight hundred ten (4,810) persons, of which one thousand three hundred ninety-six (1,396), or twenty-nine percent (29%), are of low to moderate income.

Hester's Gully

Grantee shall address channel constrictions at the bay outfall by securing a property in the floodway of the channel that previously supported a private residence. Surface of the property will be graded lower to improve conveyance capacity. In addition, maintenance access will be provided by a wooden bridge crossing the gully at the northwest end of the property. Proposed improvements will protect the watershed from replacement of obstructions to flow and reduce flooding. Construction shall take place at the following location in Seabrook, Texas:

<u>Flood and Drainage Facilities:</u>	<u>Location:</u>	<u>HUD Performance Measure:</u>	<u>Approximate Units:</u>
On: Hester's Gully	From: 250 linear feet downstream from Todville Road To: Galveston Bay	Linear Feet	280

These activities shall benefit four thousand eight hundred ten (4,810) persons, of which one thousand three hundred ninety-six (1,396), or twenty-nine percent (29%), are of low to moderate income.

Acquisition-24

Grantee shall acquire easements as needed to accommodate the improvements. Grantee shall carry out all acquisition of needed real property, easements and/or rights-of-way in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq.) and HUD implementing regulations (24 CFR Part 42).

Engineering-30

Grantee shall ensure the amount of the funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services, does not exceed the amount specified for Engineering in the Budget.

Project Delivery-33

Grantee shall ensure the amount of the funds expended for all eligible project-related "project delivery" administration activities, including the required annual program compliance and fiscal audit, does not exceed the amount specified for Project Delivery in the Budget.

Project Delivery (Environmental)-35

Grantee shall ensure the amount of the funds expended for all eligible project-related "project delivery" environmental activities does not exceed the amount specified for Environmental in the Budget.

CITY OF SEABROOK

<u>HUD Activity</u>	<u>Categories</u>	<u>Grant Funds to Grantee</u>	<u>Grant Funds to Service Providers Contracted by GLO</u>	<u>Other Funds</u>	<u>Total Funds</u>
5	Flood and Drainage Facilities	\$470,681	\$0	\$0	\$470,681
24	Acquisition	\$619,746.75	\$0	\$0	\$619,746.75
30	Engineering/Architectural Services	\$0	\$161,543	\$0	\$161,543
33	Project Delivery	\$11,310	\$80,000	\$0	\$91,310
35	Environmental	\$0	\$14,000	\$0	\$14,000
	Total	\$1,101,737.75 ¹	\$255,543 ¹	\$0	\$1,357,280.75

¹Total Grant Funds = \$1,357,280.75

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Certificate of Completion

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Status: Sent

Subject: decrease 230k; 12-564-000-6858 City of Seabrook A-1 (Texas General Land Office)

Source Envelope:

Document Pages: 11

Signatures: 2

Envelope Originator:

Certificate Pages: 3

Initials: 6

Kerri Danieli

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1700 N Congress Ave

Envelopeld Stamping: Enabled

Ste 935

Austin, TX 78701-1495

kerri.danieli@glo.texas.gov

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Location: DocuSign

4/23/2015 CT

kerri.danieli@glo.texas.gov

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Signature

Timestamp

Kerri Danieli



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kerri.danieli@glo.texas.gov

Viewed: 4/23/2015 CT

Texas General Land Office

Signed: 4/23/2015 CT

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(None)

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Electronic Record and Signature Disclosure:
Not Offered
ID:

Ashley Healy



Sent: 4/23/2015 CT

ashley.healy@glo.texas.gov

Viewed: 5/6/2015 CT

General Land Office

Signed: 5/6/2015 CT

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(None)

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Electronic Record and Signature Disclosure:
Not Offered
ID:

Ilene Arguello



Sent: 5/6/2015 CT

contractsteam@glo.texas.gov

Viewed: 5/11/2015 CT

Texas General Land Office

Signed: 5/11/2015 CT

Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:
Not Offered
ID:

Jorge Ramirez



Sent: 5/11/2015 CT

jorge.ramirez@glo.texas.gov

Viewed: 5/11/2015 CT

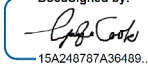
Texas General Land Office

Signed: 5/11/2015 CT

Security Level: Email, Account Authentication
(None)

Using IP Address: 67.79.6.50

Electronic Record and Signature Disclosure:
Not Offered
ID:

Signer Events	Signature	Timestamp
Joey Longley joey.longley@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:	 Using IP Address: 204.65.210.79	Sent: 5/11/2015 CT Viewed: 5/11/2015 CT Signed: 5/11/2015 CT
Mark Havens mark.havens@glo.texas.gov Director of Oil and Gas Legal Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:	 Using IP Address: 70.112.169.247 Signed using mobile	Sent: 5/11/2015 CT Viewed: 5/13/2015 CT Signed: 5/13/2015 CT
Gayle Cook gcook@seabrooktx.gov City Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:	DocuSigned by:  Using IP Address: 74.95.215.193	Sent: 5/13/2015 CT Viewed: 5/13/2015 CT Signed: 5/13/2015 CT
Anne Idsal anne.idsal@glo.texas.gov Chief Clerk Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:		Sent: 5/13/2015 CT
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Christopher Burnett christopher.burnett@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:	COPIED	Sent: 5/6/2015 CT

Carbon Copy Events	Status	Timestamp
Dennis Ku dennis.ku@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:	COPIED	Sent: 5/6/2015 CT
Matthew Andreson matthew.anderson@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:	COPIED	Sent: 5/6/2015 CT
Katy Sellers katy.sellers@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:	COPIED	Sent: 5/11/2015 CT
Diane Cates diane.cates@glo.texas.gov Lease Processor Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:	COPIED	Sent: 5/11/2015 CT Viewed: 5/11/2015 CT
Sean Landis slandis@seabrooktx.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:	COPIED	Sent: 5/13/2015 CT

Notary Events	Timestamp
Envelope Summary Events	Timestamps
Envelope Sent	5/13/2015 CT

EDA/EDC PORTION OF WATERFRONT

	Engineering Costs	Construction/ Utilities	
2009-10	28,700.00	0.00	
2010-11	95,440.00	0.00	
2011-12	105,229.17	465,483.25	
2012-13	74,858.51	1,277,504.25	
2013-14	146,882.32	1,631,070.72	
2014-15	<u>17,437.08</u>	<u>0.00</u>	
Total	468,547.08	3,374,058.22	3,842,605.30

EDA grant	3,000,000.00
EDC Commitment	<u>900,000.00</u>
	3,900,000.00

Balance Remaining	57,394.70
AT&T Final	54,020.71
Unspent Commitment	3,373.99

**ORDINANCE NO. 2015-14
AMENDMENT TO THE OFFICIAL STREET MAP TO
RENAME SECOND STREET TO MAIN STREET**

AN ORDINANCE AMENDING THE OFFICIAL CITY STREET MAP OF THE CITY OF SEABROOK WHICH IS PART OF THE SEABROOK CITY CODE OF ORDINANCES, CHAPTER 75, "STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES", ARTICLE 2, "STREETS", SECTION 75-26, "STREET NAMING AND NUMBERING MAP", BY RENAMING "SECOND STREET" TO "MAIN STREET", REQUIRING THAT THE "CITY STREET MAP" BE AMENDED TO REFLECT THIS CHANGE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR NOTICE.

WHEREAS, the City of Seabrook has evaluated a request for the renaming of "Second Street" to "Main Street", to more appropriately reflect and designate the characteristics of such street within the City; and

WHEREAS, all public notices have been published, mailed and provided in accordance with statute and the City Code of Ordinances; and

WHEREAS, the City Council has conducted a public hearing on such request, in the time and manner required by law; and

WHEREAS, the City Council of the City of Seabrook deems it in the best interests of the citizens to rename Second Street to Main Street;

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

SECTION 1. FINDINGS.

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

SECTION 2. AMENDMENT TO THE SEABROOK CITY CODE, CHAPTER 75, "STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES", ARTICLE 2, "STREETS", SECTION 75-26, "STREET NAMING AND NUMBERING MAP".

That the City Council of the City of Seabrook hereby approves the renaming of "Second Street" to "Main Street" for its entire length from NASA Parkway to Todville Road. The "City Street Map" shall be amended to reflect the renaming of "Second Street" to "Main Street".

Ordinance No. 2015-14

Page 2

SECTION 3. REPEAL OF CONFLICTING ORDINANCES.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. NOTICE.

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

PASSED AND APPROVED on first reading this 7th day of July 2015.

PASSED, APPROVED, AND ADOPTED on second and final reading this 28th day of July 2015.

By: _____
Glenn Royal
Mayor

ATTEST:

By: _____
Robin Hicks
City Secretary

APPROVED AS TO FORM:

Steven L. Weathered
City Attorney

“Exhibit A”



Second St. to Main St.

ACTION ITEM CHECK LIST STATUS

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

August 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1 Summer Fun in the Park Swim n Movie Night
2	3	4 Regular City Council Meeting 7:00pm	5	6 Open Space & Trails Committee 5:00pm	7	8
9	10	11	12	13 EDC 7:00pm	14	15 Summer Fun I n the Park
16	17	18 Regular City Council Meeting 7:00pm	19	20 P&Z 7:00pm HCMCA meeting	21	22
23	24	25	26	27	28	29
30	31					

September 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 Regular City Council Meeting 7:00pm	2	3 Open Space & Trails Committee 5:00pm	4	5
6	7 Labor Day City offices closed	8	9	10 EDC 7:00pm	11	12
13	14	15 Regular City Council Meeting 7:00pm	16	17 P&Z 7:00pm	18	19 Kids' Fish
20	21	22	23	24	25	26
27	28	29	30			

**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.

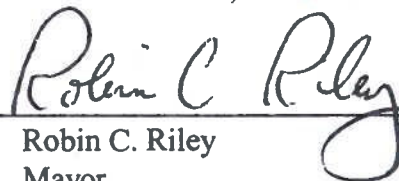
n. Attorneys' Fees. Each party shall bear its own costs and attorneys' fees in the Acryl I Suit and the Seabrook Appeal and its own costs and attorneys' fees in connection with the negotiation and drafting of this Agreement.

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:

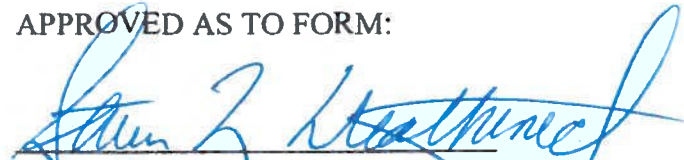
CITY OF SEABROOK, TEXAS


Michele L. Glaser
City Secretary

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

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 "T"	Form of Industrial District Agreement

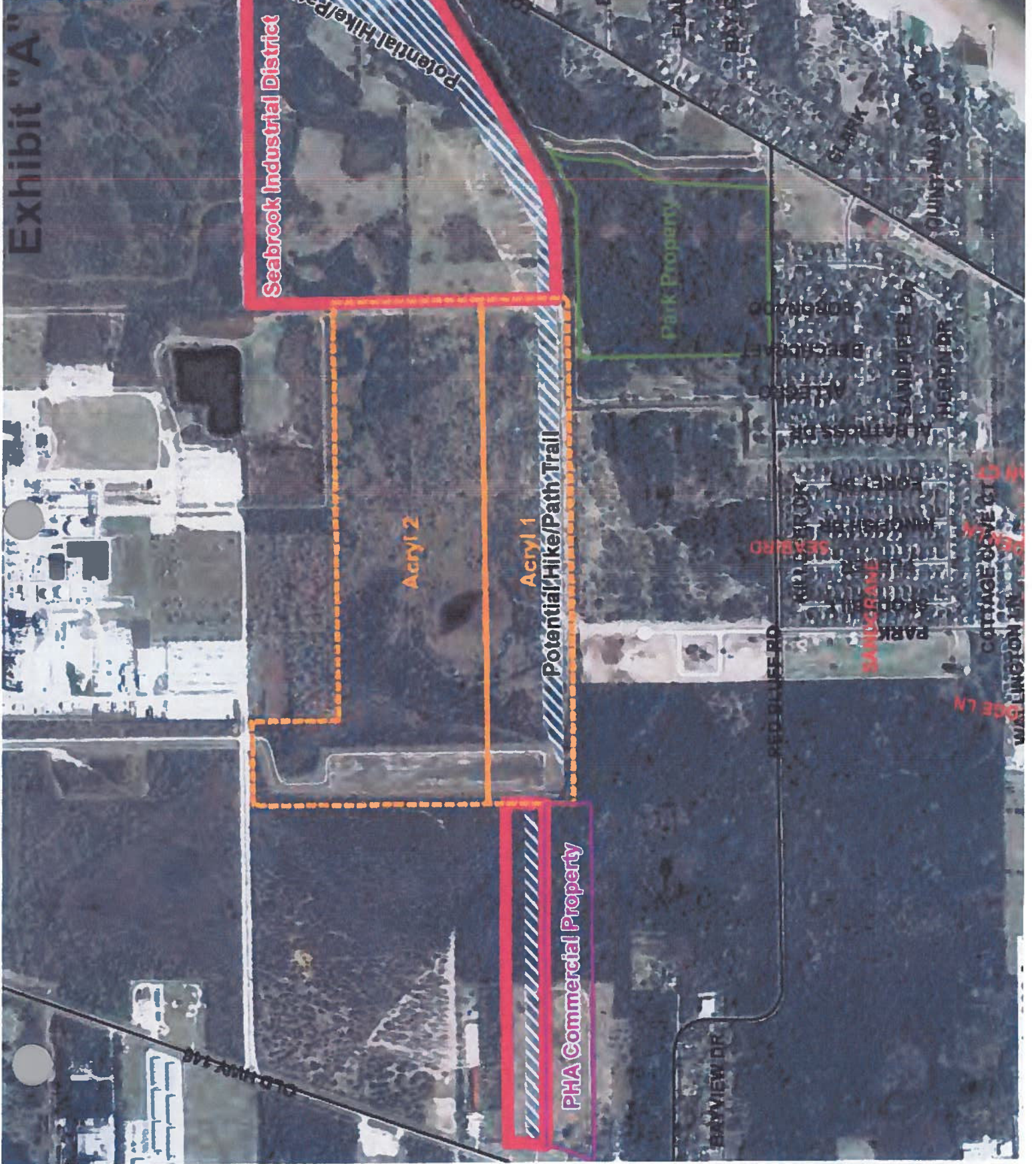




Exhibit "B"

1 inch equals 200 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;

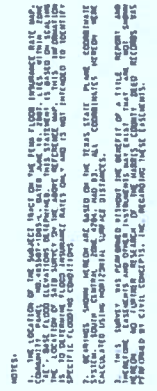
7. THENCE, South 02 degrees 56 minutes 09 seconds East, continuing along the westerly line of said 19.184 acre tract, for a distance of 258.07 feet to a found five eighths inch iron rod with cap and being the beginning of a tangent curve to the right;

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;

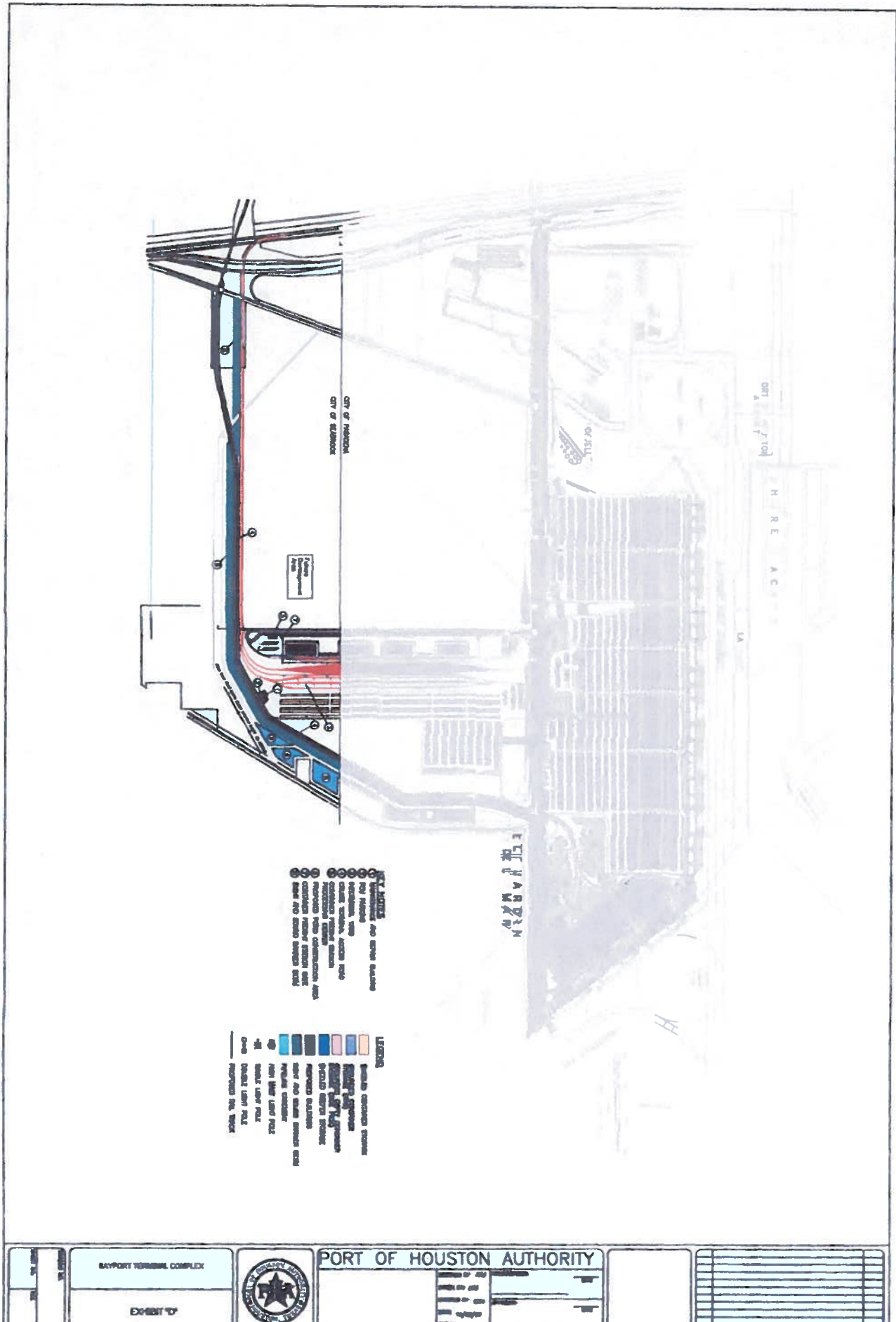
10. THENCE, continuing along the westerly line of said called 19.184 acre tract and following the curve to the left, having a radius of 300.00 feet, a chord bearing of South 12 degrees 03 minutes 51 seconds West, a chord distance of 155.29, for an arc length of 157.08 feet, to a set five eighths inch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

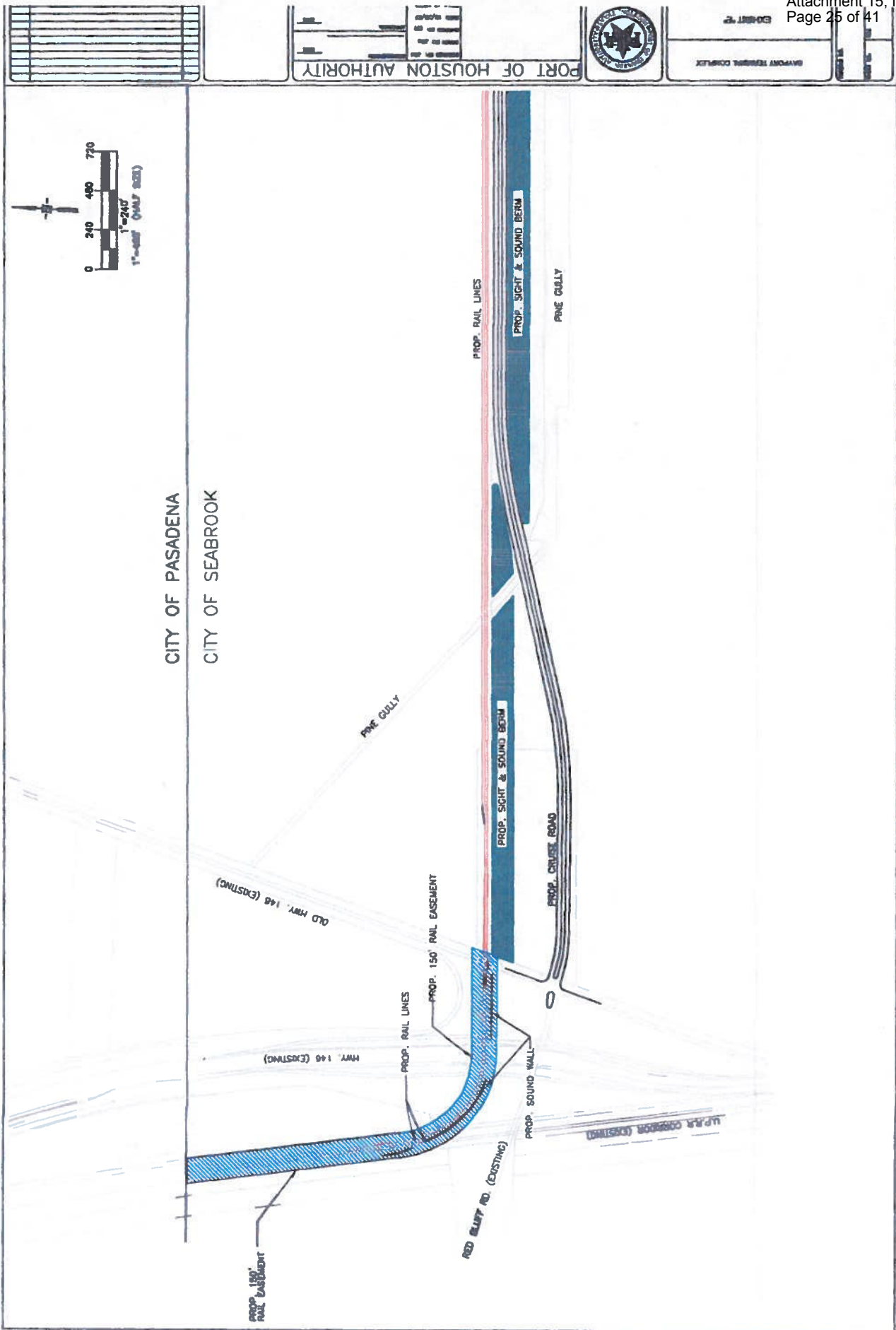
11. THENCE, South 02 degrees 59 minutes 01 seconds East (called South 02 degrees 56 minutes 09 seconds East) continuing along the westerly line of said called 19.184 acre tract, for a distance of 744.02 feet (called 744.58 feet) to the POINT OF BEGINNING.



LEGEND	FILE	DATE	TIME	BY	REMARKS
1	100	10/10/50	10:00	100	100
2	100	10/10/50	10:00	100	100
3	100	10/10/50	10:00	100	100
4	100	10/10/50	10:00	100	100
5	100	10/10/50	10:00	100	100
6	100	10/10/50	10:00	100	100
7	100	10/10/50	10:00	100	100
8	100	10/10/50	10:00	100	100
9	100	10/10/50	10:00	100	100
10	100	10/10/50	10:00	100	100

File # 7-10-10; Date 10-10-10; Page 10 of 10



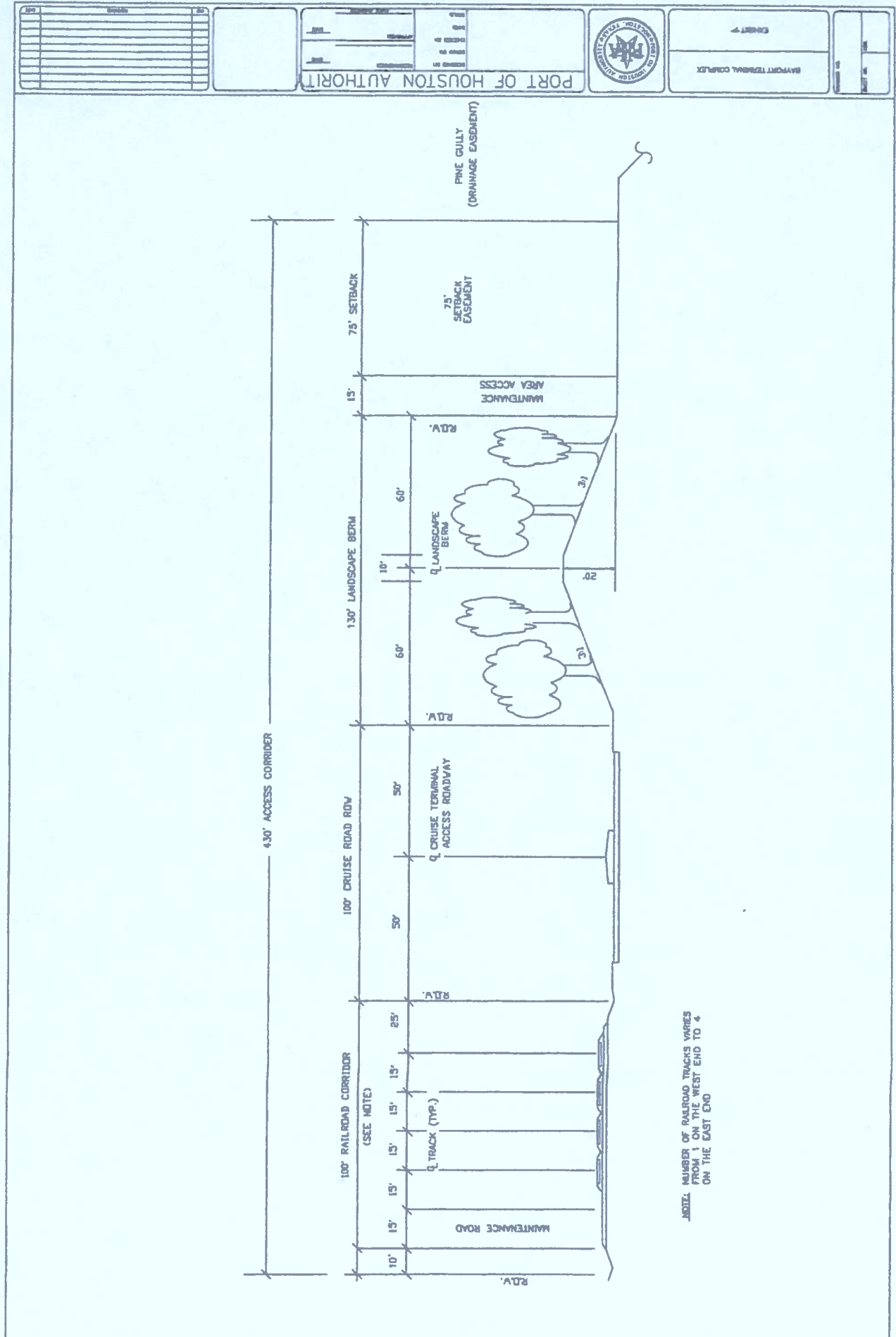


PORT OF HOUSTON AUTHORITY



RAILWAY TRAIL PROJECT

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



PORT OF HOUSTON AUTHORITY		PORT OF HOUSTON AUTHORITY		PORT OF HOUSTON AUTHORITY		PORT OF HOUSTON AUTHORITY		PORT OF HOUSTON AUTHORITY	
PROJECT NO.		PROJECT NO.		PROJECT NO.		PROJECT NO.		PROJECT NO.	
DATE		DATE		DATE		DATE		DATE	
DRAWN BY		DRAWN BY		DRAWN BY		DRAWN BY		DRAWN BY	
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TITLE		TITLE		TITLE		TITLE		TITLE	
SHEET NO.		SHEET NO.		SHEET NO.		SHEET NO.		SHEET NO.	
TOTAL SHEETS		TOTAL SHEETS		TOTAL SHEETS		TOTAL SHEETS		TOTAL SHEETS	

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

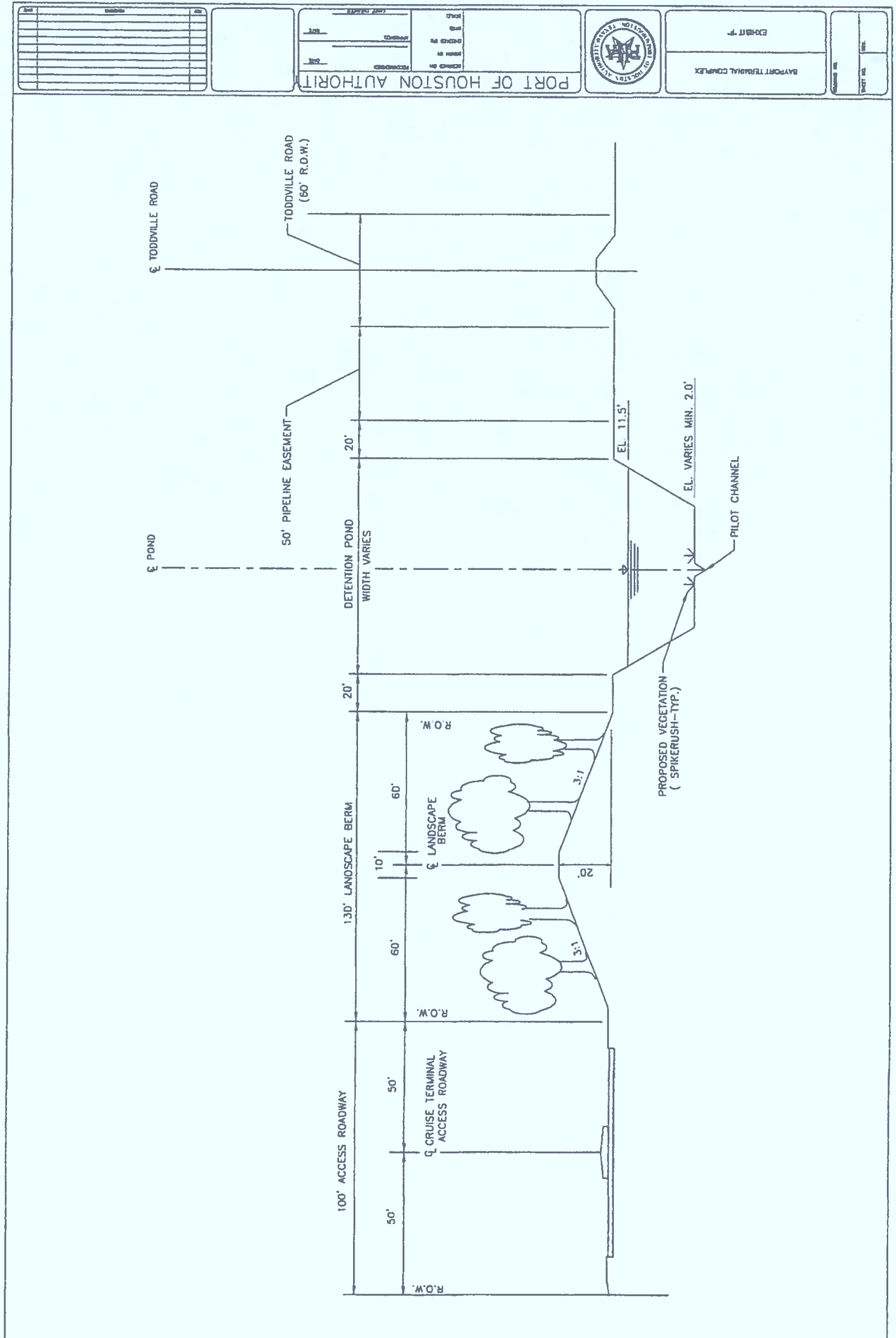


EXHIBIT "F" - CONCEPTUAL LANDSCAPE BERM PLANTING PLAN



EXHIBIT "F" - CONCEPTUAL LANDSCAPE BERM ELEVATION AND SECTION

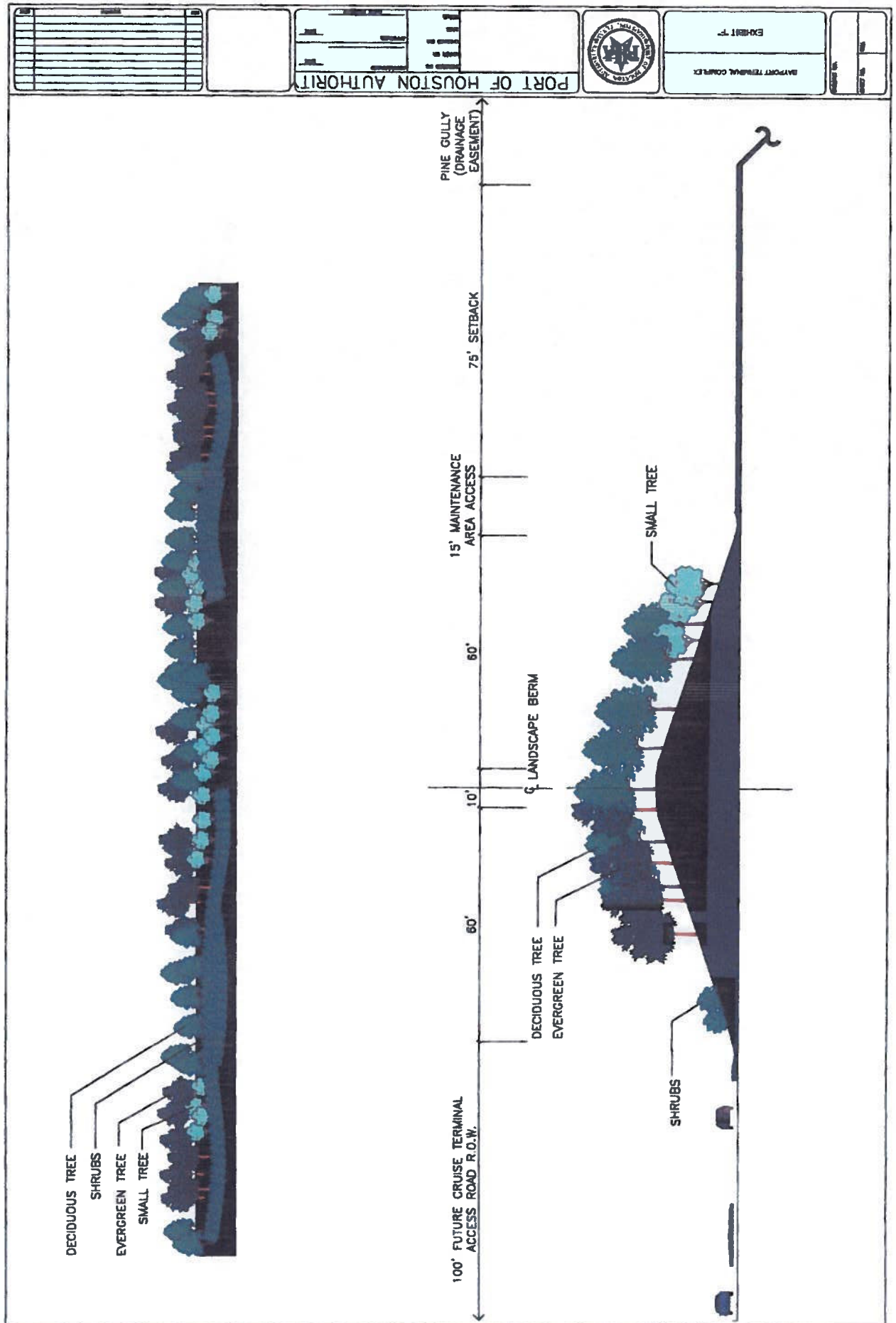
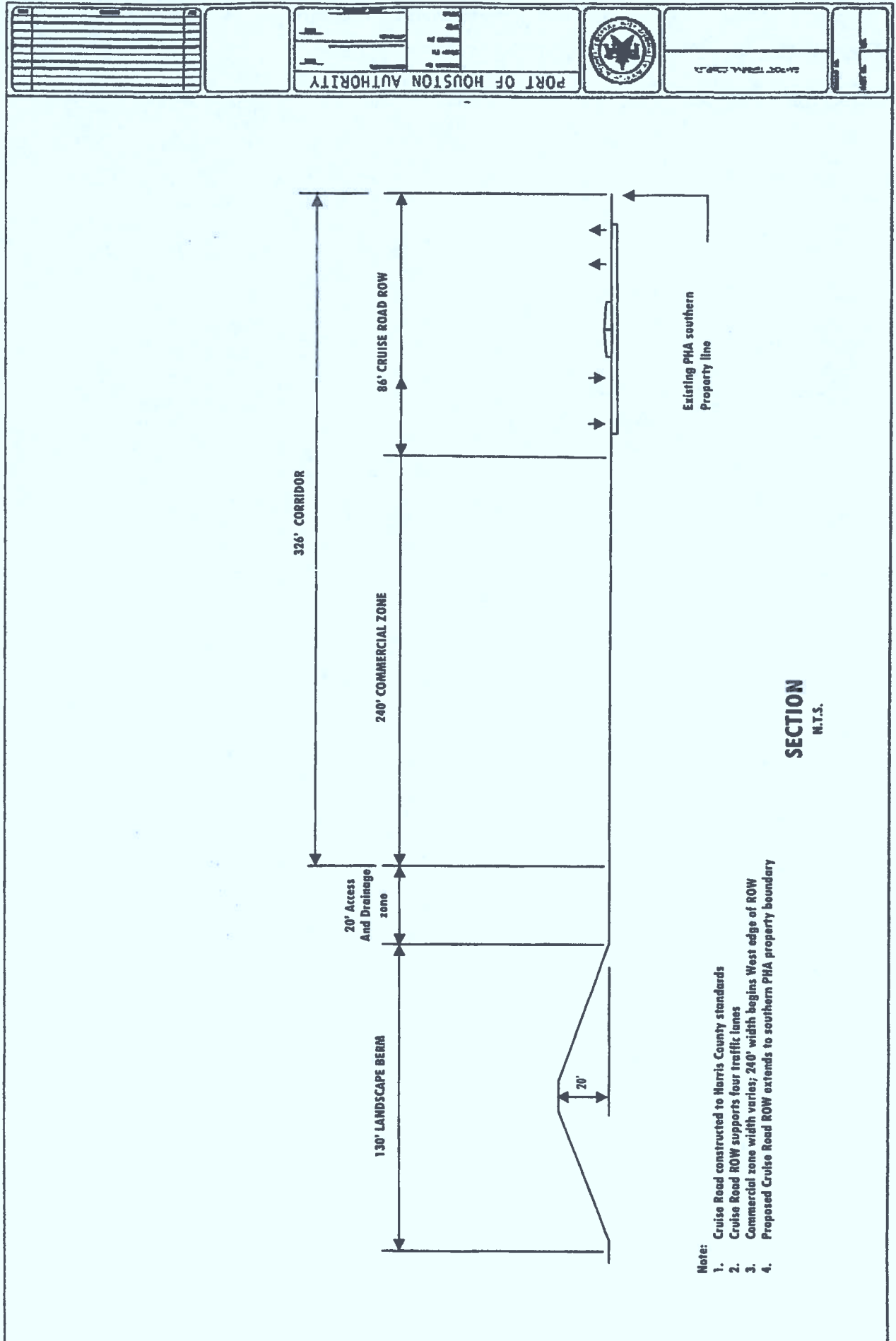


EXHIBIT G

BERM-COMMERCIAL ZONE-CRUISE ROAD CROSS SECTION



- Note:**
1. Cruise Road constructed to Harris County standards
 2. Cruise Road ROW supports four traffic lanes
 3. Commercial zone width varies; 240' width begins West edge of ROW
 4. Proposed Cruise Road ROW extends to southern PHA property boundary

SECTION
N.T.S.

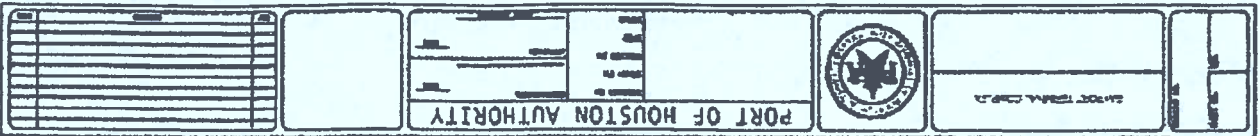


EXHIBIT H-1

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:

CITY OF SEABROOK, TEXAS

Michele L. Glaser
City Secretary

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:

APPROVED AS TO CONTENT:

Erik A. Eriksson
General Counsel

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