

**SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
TUESDAY, SEPTEMBER 15, 2015 - 7:00 PM**

NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **TUESDAY SEPTEMBER 15, 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 recognizing Boeing's 100th Anniversary. (Royal)
- 1.2 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 SPECIFIC PUBLIC HEARING(S)

 ATTACHMENT 1

- 3.1 Present the FY 2015/16 Crime Control & Prevention District Budget. (Wright)

ATTACHMENT 2

- 3.2 Present the FY 2015/16 Seabrook Economic Development Corporation Budget. (Chavez)

ATTACHMENT 3

- 3.3 Present the General, Enterprise, and Special Funds Budget for FY 2015/16. (Cook)

4.0 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 4

- 4.1 Consider approval, on second and final reading, of Ordinance 2015-16, "Natural Gas Franchise with CenterPoint Energy Texas Gas Operations." (Cook)

AN ORDINANCE GRANTING TO CENTERPOINT ENERGY RESOURCES CORP., DBA CENTERPOINT ENERGY TEXAS GAS OPERATIONS, THE RIGHT, PRIVILEGE, AND FRANCHISE TO CONSTRUCT, INSTALL, EXTEND, REMOVE, REPLACE, ABANDON, OPERATE AND MAINTAIN ITS FACILITIES WITHIN THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF SEABROOK, TEXAS FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF NATURAL GAS; CONTAINING OTHER PROVISIONS RELATING TO THE FOREGOING SUBJECT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

ATTACHMENT 5

- 4.2 Approve Resolution 2015-24, "Establishing a public hearing date of December 01, 2015 to discuss and review the update of Land Use Assumptions and Capital Improvement Plan." (Landis)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, ESTABLISHING THE DATE, TIME AND PLACE FOR A PUBLIC HEARING ON THE AMENDMENT OF IMPACT FEES FOR SEABROOK AND ITS EXTRATERRITORIAL JURISDICTION; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

ATTACHMENT 6

- 4.3 Approve the transfer of funds from General Fund to Park Improvement Fund in the amount of \$45,675. This amount was a deposit for Dow Pipeline ROW. (Cook)

ATTACHMENT 7

- 4.4 Consider approval of Resolution 2015-25, "Submission of Grant Application for Video Vehicle Camera Project", and acceptance of grant from the Edward Byrne Justice Assistance Formula Grant (JAG) Program in the amount of \$96,820.00 for the purchase of Police dashboard cameras and body cameras and approve expenditures for reimbursement. (Wright)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, APPROVING SUBMITTAL OF APPLICATION FOR THE VIDEO VEHICLE CAMERA PROJECT GRANT TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION AND APPOINTING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL FOR ADMINISTRATION OF THE GRANT.

ATTACHMENT 8

- 4.5 Approve an event permit for the Clear Lake High School Cross Country Meet on Friday, October 09, 2015 from 7:00 a.m. until 2:00 p.m. at Miramar Park. (Hicks)

ATTACHMENT 9

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

ATTACHMENT 10

- 4.7 Approve Monthly Building Department Report for August 2015. (Landis)

ATTACHMENT 11

- 4.8 Approve the minutes of the August 18, 2015 regular City Council meeting. (Hicks)
- 4.9 Approve an excused absence for Melissa Botkin for the August 18, 2015 regular City Council meeting. (Hicks)
- 4.10 Approve an excused absence for Robert Llorente for the September 01, 2015 regular City Council meeting. (Hicks)

END OF CONSENT AGENDA

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

ATTACHMENT 12

- 5.1 Consider approval of request by Dow Hydrocarbons and Resources, LLC, for a variance from Seabrook Ordinance No. 2014-13, Art. 1, 6-17-2014, Sec. 62-5.8, Emergency Pipeline Shutoff Valves. (Landis)

ATTACHMENT 13

- 5.2 Consider approval of an addendum to an Incentive Agreement with Asparagus Group to allow completion of construction of improvements on or before March 31, 2016, as recommended by the SEDC. (Chavez)

ATTACHMENT 14

- 5.3 Consider approval of first and final reading of proposed Ordinance 2015-17 "Crime Control and Prevention District Budget Ordinance for FY 2015/16 as approved by the District's Board of Directors." (Wright)

AN ORDINANCE APPROVING AND ADOPTING THE SEABROOK CRIME CONTROL AND PREVENTION DISTRICT BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2015 AND ENDING ON SEPTEMBER 30, 2016 FOR THE CITY OF SEABROOK; APPROPRIATING FUNDS; AND NOTING A PUBLIC HEARING WAS HELD BY THE SEABROOK CITY COUNCIL ON SEPTEMBER 15, 2015.

ATTACHMENT 15

- 5.4 Consider approval of first and final reading of proposed Ordinance No. 2015-18, "Seabrook Economic Development Corporation (EDC) Budget for FY 2015/16. (Chavez)

AN ORDINANCE APPROVING AND ADOPTING THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2015 AND ENDING ON SEPTEMBER 30, 2016 FOR THE CITY OF SEABROOK; APPROPRIATING FUNDS; AND NOTING A PUBLIC HEARING WAS HELD BY THE SEABROOK CITY COUNCIL ON SEPTEMBER 15, 2015.

ATTACHMENT 16

- 5.5 Consider approval, **by required record vote**, of first and final reading of proposed Ordinance No. 2015-19, "Budget Ordinance for FY 2015/16." (Cook/Lab)

AN ORDINANCE APPROVING AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2015 AND ENDING ON SEPTEMBER 30, 2016 FOR THE CITY OF SEABROOK; APPROPRIATING FUNDS; AND NOTING A PUBLIC HEARING WAS HELD ON SEPTEMBER 15, 2015 IN ACCORDANCE WITH THE CITY'S CHARTER AND WITH STATE LAW.

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

ATTACHMENT 17

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

 ATTACHMENT 18

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

7.0 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 19

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

8.0 OPEN MEETING

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

- 8.1 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, September 11, 2015 no later than 5:00 p.m. and that this notice will remain posted until the meeting has ended.

Robin Hicks
City Secretary

SEABROOK CRIME CONTROL AND PREVENTION DISTRICT
2015-16 BUDGET SUMMARY

EST BEG BAL	630,775
REVENUES	
TAXES	768,000
INTEREST	100
TOTAL REVENUES	768,100
TOTAL FUNDS	1,398,875
EXPENDITURES	
PERSONNEL	494,123
SUPPLIES	15,000
SERVICES	55,000
TOTAL EXPENDITURES	564,123
NET REVENUE	203,977
END BALANCE	834,753

SEABROOK ECONOMIC DEVELOPMENT CORPORATION
2015-16 BUDGET SUMMARY

EST BEG BAL UNRES	2,124,374
REVENUES	
TAXES	800,000
OTHER REVENUE	1,920
INTEREST	2,900
TOTAL REVENUES	804,820
TOTAL FUNDS	2,929,194
EXPENDITURES	
PERSONNEL	0
SUPPLIES	100
SERVICES	1,097,240
CONSTRUCTION	0
PAYMENTS FOR DEBT SERVICE	0
OPERATING TRANSF OUT	200,000
TOTAL EXPENDITURES	1,297,340
NET REVENUE	(492,520)
EST END BALANCE UNRES	1,631,854
PLUS: RES FUND BALANCES	180,000
TOTAL FUND BALANCES	1,811,854

**CITY OF SEABROOK
2015-16 BUDGET
COMBINED FUND SUMMARY**

	OPERATING & DEBT		
	01 GENERAL	20 ENTER- PRISE	08 DEBT SERVICE
EST BEG BAL-UNRESERVED	4,427,546	1,109,622	1,609,994
	REVENUES		
TAXES	6,873,162	247,680	1,997,691
INTERGOVERNMENTAL	368,184	0	0
SERVICES	680,100	6,673,631	0
OTHER	32,500	152,996	0
INTEREST	750	1,900	805
LOAN/BOND/GRANT PROCEEDS	0	0	0
TRANSF FRM OTHER FUND	1,956,685	0	0
TOTAL REVENUES	9,911,381	7,076,208	1,998,496
TOTAL RESOURCES FOR OPERATIONS	14,338,928	8,185,829	3,608,490
	EXPENDITURES		
PERSONNEL	6,576,490	1,194,564	0
SUPPLIES	314,240	60,900	0
SERVICES	2,652,708	3,021,451	3,250
CAPITAL OUTLAY	247,680	0	0
CONSTRUCTION	0	360,000	0
PAYMENTS FOR DEBT SERVICE	0	420,416	1,980,691
OPERATING TRANSF OUT	0	1,756,685	0
APPR. FUTURE PROJECTS	120,263	35,000	0
TOTAL EXPENDITURES	9,911,382	6,849,015	1,983,941
NET REVENUE	(0)	227,192	14,555
END BALANCE-UNRESERVED	4,427,546	1,336,814	1,624,549
RESERVED FUND BALANCE	0	0	0
TOTAL FUNDS	4,427,546	1,336,814	1,624,549
CHANGE IN FUND BALANCE	(0)	227,192	14,555

**CITY OF SEABROOK
2015-16 BUDGET
COMBINED FUND SUMMARY**

	SPECIAL REVENUE FUNDS						
	05 STATE SEIZURE	06 LAW ENF EDUC	07 CHILD SAFETY	09 FEDERAL SEIZURE	12 STEP	14 PUBLIC SAFETY	15 HOTEL MOTEL
EST BEG BAL-UNRESERVED	73,313	2,996	18,374	7,245	68,546	234,165	1,012,498
	REVENUES						
TAXES	0	0	0	0	0	0	400,000
INTERGOVERNMENTAL	0	0	0	0	0	0	0
SERVICES	0	0	0	0	0	0	0
OTHER	0	0	14,750	0	15,000	98,000	0
INTEREST	25	0	13	0	15	60	625
LOAN/BOND/GRANT PROCEEDS	0	2,500	0	0	0	0	0
TRANSF FRM OTHER FUND	0	0	0	0	0	0	0
TOTAL REVENUES	25	2,500	14,763	0	15,015	98,060	400,625
TOTAL RESOURCES FOR OPERATIONS	73,338	5,496	33,137	7,245	83,561	332,225	1,413,123
	EXPENDITURES						
PERSONNEL	0	0	0	7,000	8,702	0	82,030
SUPPLIES	0	0	0	0	0	0	1,000
SERVICES	0	5,000	30,000	0	0	0	300,100
CAPITAL OUTLAY	70,000	0	0	0	50,000	88,200	0
CONSTRUCTION	0	0	0	0	0	0	0
PAYMENTS FOR DEBT SERVICE	0	0	0	0	0	0	0
OPERATING TRANSF OUT	0	0	0	0	0	0	0
APPR. FUTURE PROJECTS	0	0	0	0	0	0	0
TOTAL EXPENDITURES	70,000	5,000	30,000	7,000	58,702	88,200	383,130
NET REVENUE	(69,975)	(2,500)	(15,237)	(7,000)	(43,687)	9,860	17,495
END BALANCE-UNRESERVED	3,338	496	3,137	245	24,859	244,025	1,029,993
RESERVED FUND BALANCE	0	0	0	0	0	0	359,176
TOTAL FUNDS	3,338	496	3,137	245	24,859	244,025	1,389,169
CHANGE IN FUND BALANCE	(69,975)	(2,500)	(15,237)	(7,000)	(43,687)	9,860	376,671

**CITY OF SEABROOK
2015-16 BUDGET
COMBINED FUND SUMMARY**

	SPECIAL REVENUE FUNDS						
	41 CAROTH	42 PARK IMPROVE	77 COURT SECURITY	78 TIME PAYMENT	79 TECH- NOLOGY	83 PEG	85 BUDGET STABIL
EST BEG BAL-UNRESERVED	58,338	120,133	26,334	21,611	10,512	64,787	801,901
	REVENUES						
TAXES	0	0	0	0	0	32,000	0
INTERGOVERNMENTAL	0	0	0	0	0	0	0
SERVICES	0	0	0	0	0	0	0
OTHER	25,000	5,000	7,400	850	9,500	0	0
INTEREST	0	30	7	3	3	0	350
LOAN/BOND/GRANT PROCEEDS	0	0	0	0	0	0	0
TRANSF FRM OTHER FUND	0	0	0	0	0	0	0
TOTAL REVENUES	25,000	5,030	7,407	853	9,503	32,000	350
TOTAL RESOURCES FOR OPERATIONS	83,338	125,163	33,741	22,464	20,015	96,787	802,251
	EXPENDITURES						
PERSONNEL	0	0	0	0	0	0	0
SUPPLIES	3,300	0	0	0	0	10,000	0
SERVICES	38,100	0	5,000	20,000	0	0	0
CAPITAL OUTLAY	0	125,000	28,000	0	20,000	70,000	0
CONSTRUCTION	0	0	0	0	0	0	0
PAYMENTS FOR DEBT SERVICE	0	0	0	0	0	0	0
OPERATING TRANSF OUT	0	0	0	0	0	0	0
APPR. FUTURE PROJECTS	0	0	0	0	0	0	0
TOTAL EXPENDITURES	41,400	125,000	33,000	20,000	20,000	80,000	0
NET REVENUE	(16,400)	(119,970)	(25,593)	(19,147)	(10,497)	(48,000)	350
END BALANCE-UNRESERVED	41,938	163	741	2,464	15	16,787	802,251
RESERVED FUND BALANCE	0	0	0	0	0	0	0
TOTAL FUNDS	41,938	163	741	2,464	15	16,787	802,251
CHANGE IN FUND BALANCE	(16,400)	(119,970)	(25,593)	(19,147)	(10,497)	(48,000)	350

**CITY OF SEABROOK
2015-16 BUDGET
COMBINED FUND SUMMARY**

	CAPITAL PROJECT FUNDS					
	13 TDRA GRANT	19 CAPITAL IMPACT	31 CAP PROJ FIBER OPT	32 CAP PROJ PW/AC FAC	34 CAP PROJ SPLASHPAD	39 LAKES/REPS CO
EST BEG BAL-UNRESERVED	0	2,485,688	510,846	6,700,112	285,606	290,627
	REVENUES					
TAXES	0	0	0	0	0	0
INTERGOVERNMENTAL	0	0	0	0	0	0
SERVICES	0	0	0	0	0	0
OTHER	0	100,000	0	0	0	0
INTEREST	0	800	25	2,500	30	125
LOAN/BOND/GRANT PROCEEDS	720,000	0	0	0	0	0
TRANSF FRM OTHER FUND	0	0	0	0	0	0
TOTAL REVENUES	720,000	100,800	25	2,500	30	125
TOTAL RESOURCES FOR OPERATIONS	720,000	2,586,488	510,871	6,702,612	285,636	290,752
	EXPENDITURES					
PERSONNEL	0	0	0	0	0	0
SUPPLIES	0	0	0	0	0	0
SERVICES	0	200,000	0	175,000	0	0
CAPITAL OUTLAY	720,000	1,297,800	510,000	0	285,000	290,000
CONSTRUCTION	0	0	0	6,522,412	0	0
PAYMENTS FOR DEBT SERVICE	0	0	0	0	0	0
OPERATING TRANSF OUT	0	0	0	0	0	0
APPR. FUTURE PROJECTS	0	0	0	0	0	0
TOTAL EXPENDITURES	720,000	1,497,800	510,000	6,697,412	285,000	290,000
NET REVENUE	0	(1,397,000)	(509,975)	(6,694,912)	(284,970)	(289,875)
END BALANCE-UNRESERVED	0	1,088,688	871	5,200	636	752
RESERVED FUND BALANCE	0	0	0	0	0	0
TOTAL FUNDS	0	1,088,688	871	5,200	636	752
CHANGE IN FUND BALANCE	0	(1,397,000)		(6,694,912)		(289,875)

**CITY OF SEABROOK
2015-16 BUDGET
COMBINED FUND SUMMARY**

	TOTALS			
	OPERATING & DEBT	SPECIAL REVENUE	CAPITAL PROJECTS	ALL FUNDS
EST BEG BAL-UNRESERVED	7,147,162	2,520,755	10,272,879	19,940,796
	REVENUES			
TAXES	9,118,533	432,000	0	9,550,533
INTERGOVERNMENTAL	368,184	0	0	368,184
SERVICES	7,353,731	0	0	7,353,731
OTHER	185,496	175,500	100,000	460,996
INTEREST	3,455	1,131	3,480	8,066
LOAN/BOND/GRANT PROCEEDS	0	2,500	720,000	722,500
TRANSF FRM OTHER FUND	1,956,685	0	0	1,956,685
TOTAL REVENUES	18,986,085	611,131	823,480	20,420,696
TOTAL RESOURCES FOR OPERATIONS	26,133,246	3,131,886	11,096,359	40,361,491
	EXPENDITURES			
PERSONNEL	7,771,054	97,731	0	7,868,785
SUPPLIES	375,140	14,300	0	389,440
SERVICES	5,677,409	398,200	375,000	6,450,609
CAPITAL OUTLAY	247,680	451,200	3,102,800	3,801,680
CONSTRUCTION	360,000	0	6,522,412	6,882,412
PAYMENTS FOR DEBT SERVICE	2,401,107	0	0	2,401,107
OPERATING TRANSF OUT	1,756,685	0	0	1,756,685
APPR. FUTURE PROJECTS	155,263	0	0	155,263
TOTAL EXPENDITURES	18,744,338	961,431	10,000,212	29,705,982
NET REVENUE	241,747	(350,300)	(9,176,732)	(9,285,286)
END BALANCE-UNRESERVED	7,388,908	2,170,455	1,096,147	10,655,510
RESERVED FUND BALANCE	0	359,176	0	359,176
TOTAL FUNDS	7,388,908	2,529,631	1,096,147	11,014,686
CHANGE IN FUND BALANCE	241,747	8,876	(9,176,732)	(8,926,110)

City of Seabrook

Fiscal Year 2015-2016

Budget Cover Page

September 15, 2015

This budget will raise more revenue from property taxes than last year's budget by an amount of \$361,400, which is a 6.94 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$113,817.

The members of the governing body voted on the budget as follows:

FOR:

AGAINST:

PRESENT and not voting:

ABSENT:

Property Tax Rate Comparison

	2015-2016	2014-2015
Property Tax Rate:	\$0.612611/100	\$0.640030/100
Effective Tax Rate:	\$0.581050/100	\$0.607040/100
Effective Maintenance & Operations Tax Rate:	\$0.418000/100	\$0.451266/100
Rollback Tax Rate:	\$0.669703/100	\$0.667890/100
Debt Rate:	\$0.189155/100	\$0.180523/100

Total debt obligation for City of Seabrook secured by property taxes: \$22,930,000



***CITY
OF
SEABROOK***

**AGENDA
BRIEFING**

Date of Meeting: TUESDAY, SEPTEMBER 15, 2015

Submitter/Requestor: Gayle Cook

Date Submitted: 9/3/2015 3:55:08 PM

Presenter: Gayle Cook

Description/Subject:

Consider and approve the first reading of Ordinance 2015-16, Natural Gas Franchise with Centerpoint Energy Texas Gas Operations.

Purpose/Need: NA

Background/Issue(What prompted this need):

The current gas franchise in effect is Ordinance No. 2 that was approved December 11, 1961, for a period of 50 years. As such, the agreement expired and staff has been working with Centerpoint to renew terms.

Impacted Parties(Expected/Notified):

Miscellaneous Comments:

The current gas franchise fee is 2% and this will raise to 4% along with the addition of 7 cents per Mcf of transported gas.

Attachments:

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

1961 Ord

2015 Ord

Fiscal Impact:

Budgeted

Yes

Budget Amendment Required

Yes

Future/Ongoing Impact

Yes

Finance
Review:

Officer

Budget Dept/Line Item Number

Funding Comments:

Where on the agenda should this item be placed?

Consent Agenda

Suggested Motion:

Motion to approve the first reading of Ordinance 2015-16, Natural Gas Franchise with Centerpoint Energy Texas Gas Operations

Agenda Language:

Consider approval, on second and final reading, of Ordinance 2015-16, "Natural Gas Franchise with CenterPoint Energy Texas Gas Operations." (Cook)

AN ORDINANCE GRANTING TO CENTERPOINT ENERGY RESOURCES CORP., DBA CENTERPOINT ENERGY TEXAS GAS OPERATIONS, THE RIGHT, PRIVILEGE, AND FRANCHISE TO CONSTRUCT, INSTALL, EXTEND, REMOVE, REPLACE, ABANDON, OPERATE AND MAINTAIN ITS FACILITIES WITHIN THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF SEABROOK, TEXAS FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF NATURAL GAS; CONTAINING OTHER PROVISIONS RELATING TO THE FOREGOING SUBJECT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

City Manager Review:

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

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

Ordinance No. 2

AN ORDINANCE OF THE CITY OF SEABROOK, HARRIS COUNTY, TEXAS, CONTRACTING WITH AND GRANTING TO HOUSTON NATURAL GAS CORPORATION, ITS SUCCESSORS, LESSEES AND ASSIGNS, RIGHT OF WAY, PRIVILEGE AND EASEMENT TO LAY, CONSTRUCT, EQUIP, USE, OPERATE AND MAINTAIN GAS MAINS, PIPES, AND CONNECTIONS ALONG, ACROSS AND THROUGH THE STREETS, AVENUES, ALLEYS, ROADS, HIGHWAYS AND OTHER PUBLIC PLACES AND GROUNDS OF THE CITY OF SEABROOK FOR THE PURPOSES OF CONVEYING AND TRANSPORTING NATURAL GAS INTO, OUT OF AND THROUGH SAID CITY OF SEABROOK FOR SALE AND DISTRIBUTION; PROVIDING FOR THE REGULATION OF THE MANNER OF LAYING SAID GAS MAINS; PROVIDING FOR A RENTAL OF TWO PER CENT (2%) OF GROSS RECEIPTS AS HEREINAFTER PROVIDED; PROVIDING FOR AN ANNUAL REPORT SHOWING GROSS RECEIPTS AS HEREINAFTER PROVIDED; PROVIDING FOR ACCEPTANCE OF THE ORDINANCE WHICH IS EFFECTIVE FOR FIFTY (50) YEARS; PROVIDING A SAVINGS CLAUSE; AND DECLARING AN EMERGENCY.

WHEREAS, Houston Natural Gas Corporation, a Texas corporation domiciled in the City of Houston, Harris County, Texas, under its general franchise from Harris County, State of Texas, has been distributing, selling and delivering natural gas to consumers within what now constitutes the corporate limits of the City of Seabrook, in Harris County, Texas; and,

WHEREAS, since the installation of such pipe line system, the City of Seabrook has incorporated, taking on the status of a city under the General Laws of the State of Texas, and the Houston Natural Gas Corporation desires to obtain a formal franchise and contract from the City of Seabrook for distributing, selling and delivering natural gas to consumers within the boundaries and limits of the City of Seabrook;

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

Section 1. That, subject to the terms, conditions and provisions of the contract and franchise contained in this Ordinance, the right, privilege and franchise is hereby given to Houston Natural Gas Corporation, a Texas corporation having its domicile in Houston, Harris County, Texas, and hereinafter called "Company," and to its successors, lessees and assigns, to lay,

construct, equip, use, operate and maintain a system of gas mains, pipes, connections, conduits and feeders, together with all necessary or desirable attachments, connections, fixtures and appurtenances, along, across and through the streets, avenues, alleys, roads, highways and other public places and grounds of said City of Seabrook as now or hereafter laid out, for the purpose of conveying and transporting natural gas into, out of and through said City of Seabrook for distribution and sale for light, fuel, power, heat and any and all other purposes to persons within the said City of Seabrook, and for any other use by Company beyond and outside of the limits of said City of Seabrook, with the right to connect said gas mains with the pipes and other equipment of persons to whom Company may sell or distribute such gas; also, the right to construct and install, operate and maintain all necessary or desirable cutoffs, connections, laterals, attachments and equipment as a part of and connected with gas mains and such use thereof.

Section 2. Company agrees said gas mains shall be placed underground at a minimum depth of eighteen inches (18") and Company shall place the streets, alleys, etc., through which same are laid in as good condition as they were previous to the laying of such mains, and shall pay to the City of Seabrook any and all damages for failure so to do, and shall indemnify said City of Seabrook against any damages to any persons by reason of the laying of said mains and the use and maintenance thereof.

Section 3. Wherever the word "Company" occurs in this Ordinance, it shall mean and be understood to be Houston Natural Gas Corporation or its successors, lessees or assigns; and wherever the word "persons" appears in this Ordinance, it shall be understood to mean any natural persons, firm, corporation or association of any kind or character whatsoever. All rights given Company shall inure to the benefit of Company's successors, lessees and assigns.

Section 4. (a) In consideration of the rights and privileges herein granted, the Company agrees to pay as rental to the City of Seabrook annually during the continuance of this agreement a sum of money equal to two per cent (2%) of the annual gross receipts for the preceding year received by the Company from the sale of gas within the corporate limits of the City of Seabrook, Texas, for residential and commercial purposes, excluding the amounts received from any governmental agency.

On or before the first (1st) day of March of each and every year beginning with March 1, 1962, the Company shall file with the Secretary of the City of Seabrook a sworn report showing the gross receipts from the sale of gas to consumers for residential and commercial purposes within the corporate limits of the City of Seabrook for the next preceding calendar year ending December 31. The report to be filed on or before March 1, 1962, shall cover and apply to that portion of the calendar year 1961 beginning on October 14, 1961, the date the City of Seabrook was incorporated, and ending on December 31, 1961, and the two per cent (2%) of gross receipts for the calendar year 1961 shall apply to such portion of the calendar year 1961. With each such annual report the Company shall pay to the City of Seabrook a sum of money equal to two per cent (2%) of the gross receipts covered by the report.

Upon receipt of the above amount of money by the City of Seabrook, the City Secretary thereof shall deliver to the Company a receipt for such amount.

(b) The consideration set forth in subsection (a) of this Section 4 shall be paid and received in lieu of any licenses, charge, fee, street or alley rental or other character of charge for use and occupancy of the streets, alleys, and public places of the City of Seabrook, and in lieu of any pipe tax or inspection fee or tax.

Section 5. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction, and the Mayor having in writing declared the existence of such emergency and requested such passage, this Ordinance shall be passed finally on the date of its introduction, this 11th day of December, 1961, shall become effective immediately upon its passage and approval by the Mayor, and shall continue in full force and effect for a period of fifty (50) years from and after the date of the written acceptance by the Company.

Section 6. If any section, paragraph, subdivision, clause, phrase or provision of this Ordinance shall be adjudicated invalid or unconstitutional, or be unenforceable for any reason, the same shall not affect the validity of this Ordinance as a whole, or any part thereof, other than the part which is invalid, unconstitutional, or unenforceable.

PASSED AND APPROVED THIS 11th DAY OF December, 1961.

ATTEST:

Ruth A. Harrington
City Secretary

W. P. Hamel
Mayor, City of Seabrook, Texas

W. P. Hamel
Mayor

W. P. Hamel
Mayor

W. P. Hamel
Mayor

W. P. Hamel
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W. P. Hamel
Mayor

W. P. Hamel
Mayor

I, Rosella S. Carrington, City Secretary
for the City of Seabrook, Texas, do hereby certify that the above
and foregoing Ordinance was duly passed, adopted and approved at
a meeting of the Council of the said City of Seabrook held on the
11th day of December, 1961, and that the same is now
in all things effective and is of record in the Minutes of the
Council of said City of Seabrook; TO CERTIFY WHICH WITNESS my
hand and the seal of the City of Seabrook, Texas, this 11th
day of December, 1961.

Rosella S. Carrington
City Secretary of the City of
Seabrook, Texas

**CITY OF SEABROOK
ORDINANCE NO. 2015-16**

AN ORDINANCE GRANTING TO CENTERPOINT ENERGY RESOURCES CORP., DBA CENTERPOINT ENERGY TEXAS GAS OPERATIONS, THE RIGHT, PRIVILEGE AND FRANCHISE TO CONSTRUCT, INSTALL, EXTEND, REMOVE, REPLACE, ABANDON, OPERATE AND MAINTAIN ITS FACILITIES WITHIN THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF SEABROOK, TEXAS FOR THE TRANSPORTATION, DELIVERY, SALE AND DISTRIBUTION OF NATURAL GAS; CONTAINING OTHER PROVISIONS RELATING TO THE FOREGOING SUBJECT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. GRANT OF AUTHORITY. Subject to the terms, conditions and provisions of this ordinance, the right, privilege and franchise is hereby granted to CenterPoint Energy Resources Corp., DBA CenterPoint Energy Texas Gas Operations, hereinafter called "Company", to construct, install, extend, remove, replace, abandon, operate and maintain its facilities within the Public Rights-of-Way of the City of Seabrook, Texas for the transportation, delivery, sale and distribution of natural gas within the corporate limits of the City of Seabrook, as the same are now and as the same may from time to time be extended.

Section 2. DEFINITIONS.

- A. "City" shall mean the City of Seabrook, Texas.
- B. "Company" shall mean CenterPoint Energy Resources Corp., DBA CenterPoint Energy Texas Gas Operations, a Delaware Corporation, and shall not mean any of its affiliates and subsidiaries who shall have no right, privilege or franchise granted hereunder.
- C. "Facilities" shall mean pipes, pipelines, natural gas mains, laterals, feeders, regulators, meters, fixtures, connections and attachments and other instrumentalities and appurtenances, used in or incident to providing transportation, distribution, supply and sales of natural gas for heating, lighting, power and any other purposes for which natural gas may now or hereafter be used.
- D. "Public Rights-of-Way" shall mean the areas in, under, upon, over, across, and along any and all of the present and future Streets or streams now or hereafter owned or controlled by City.
- E. "Street" shall mean the surface and the space above and below any public street, road, highway, alley, bridge, sidewalk, or other public place or way.

Section 3. TERM OF FRANCHISE. This Franchise shall become effective on the Effective Date described in Section 21 and shall be in full force and effect for a term of 15 years.

Section 4. CONSTRUCTION AND MAINTENANCE OF NATURAL GAS DISTRIBUTION SYSTEM. All Facilities installed by Company shall be of sound material and good quality, and shall be laid so that they will not interfere with the artificial drainage of the City or its underground fixtures, or with navigation in or the natural drainage of any stream. All Facilities shall be installed in accordance with applicable Federal, State, City and Harris County Flood Control District regulations and in the absence of such regulations in accordance with accepted industry practice. Within the Public Rights-of-Way, the location and route of the Facilities by the Company shall be subject to the reasonable and proper regulation, direction and control of the City or the City official to whom such duties have been delegated. Such regulation shall include, but not be limited to, the right to require in writing to the extent provided in Section 14 the relocation of Company's Facilities at Company's cost within the Public Rights-of-Way of the City whenever such relocation shall be reasonably necessary to accommodate the widening, change of grade, or relocation by City of Streets or Public Rights-of-Way, or construction or relocation by City of City utility lines or drainage facilities. No paving cuts shall be made by Company without first obtaining the permission of the City or the City official to whom this responsibility is delegated. However, paving cuts may be made in order to make emergency repairs to Company's lines or equipment provided that Company notify the City official of such paving cuts within twenty-four hours (24) after the repairs are made. Company shall keep current and up-to-date maps showing the physical location of Company's facilities and make available for inspection by the City at no cost during normal working hours. The Company and the City will work diligently and in good faith to resolve any dispute about the provision of maps pursuant to this Section.

Section 5. STREETS TO BE RESTORED TO GOOD CONDITION. Company and its contractors shall give City reasonable notice, of the dates, location and nature of all work to be performed on its Facilities within the Public Rights-of-Way. Following completion of work in the Public Rights-of-Way, Company shall repair the affected Public Rights-of-Way as soon as possible after the completion of the work to as good a condition as before the commencement of the work in accordance with the City's specification, but in all cases Company shall comply with all City ordinances governing time periods and standards relating to excavating in the Public Rights-of-Way. Company shall be responsible for the payment of all repair or maintenance costs incurred as a result of any defects, impairments, or substandard condition in any street, alley, highway, sidewalk, or public way caused by the work of Company for one (1) year from the date the surface of said street, alley, highway or public way is broken for such construction or maintenance work, after which time the responsibility for the maintenance shall become the duty of City. No street, alley, highway or public place shall be encumbered for a longer period than shall be necessary to execute the work.

Section 6. PERMITS. Company and its contractors shall obtain a permit at no cost to Company prior to its commencement of any work within the Streets or Public Rights-of-Way, except as otherwise provided below. All work shall be performed in compliance with the City ordinances and regulations. No permit shall be required to promptly initiate emergency repairs as may be required by the rules and regulations of the Railroad Commission of Texas in the Texas One-Call Statute (Texas Utilities Code, Chapter 251, and any successor statutes). Company shall give the City telephone notice of the initiation of emergency repairs involving breaks in the paved surface of the Public Rights-of Way, including sidewalks and curbs, as soon as practicable under the circumstances and shall submit promptly following completion of the work. Company and contractors performing work for the Company shall not be required to obtain any permits for relocations of Facilities requested by the City, provided that the relocated facilities are placed in the location designated by the City and relocation is otherwise in accordance with the City's request to relocate. This Franchise shall constitute a permit to park vehicles in the Streets and other Public Rights of Way when necessary for the installation, replacement, abandonment, operation or maintenance of Company's Facilities. Company and contractors performing work for Company shall not be required to pay any fee in addition to the franchise fee in order to obtain a permit to perform work on Company's facilities, or park within the Streets and other Public Rights of Way.

Section 7. QUALITY OF SERVICE. The service furnished hereunder to the City and its inhabitants shall be in accordance with the quality of service rules of the Railroad Commission of Texas and all other applicable local, state and federal regulations. Company shall furnish the grade of service to its customers as provided by its rate schedules and shall maintain its system in reasonable operating condition during the continuance of this Franchise. An exception to this requirement is automatically in effect, but only for so long as is necessary, when caused by a shortage in materials, supplies and equipment beyond the control of the Company as a result of fires, strikes, riots, storms, floods and other casualties, governmental regulations, limitations and restrictions as to the use and availability of materials, supplies and equipment and as to the use of the services, and unforeseeable and unusual demands for service. In any of such events the Company shall do all things reasonably within its power to restore normal service as quickly as practicable.

Section 8. PAYMENT TO THE CITY. In consideration of the rights and privileges herein granted, the administration of the Franchise by the City, the temporary interference with the use of Public Rights-of-Way and cost and obligations undertaken by the city in relation thereto and in lieu of any license, charge, fee, street or alley rental or other character of charge for use and occupancy of the Streets, alleys, and public places of the City, and in lieu of any inspection fee, the Company agrees to pay to the City franchise fees in the amount and manner described herein.

Company agrees to pay to the City quarterly during the continuance of this Franchise a sum of money equal to four percent (4%) of the Company's gross receipts for the preceding calendar quarter received by the Company from the sale of gas within the corporate limits of the City plus seven cents (7¢) per Mcf for natural gas transported by Company for its Transport Customers during such quarter. "Transport Customer" means any person or entity for whom Company transports gas through the distribution system of Company within the corporate limits of City for consumption within the corporate limits of City. The franchise fees hereunder shall be calculated for the calendar quarters ending March 31, June 30, September 30, and December 31 and shall be payable on or before the fifteenth day of May, August, November, and February following the quarter for which payment is made, beginning with the first such date following the Effective Date of this Franchise and each August 15th, November 15th, February 15th, and May 15th thereafter; provided, however, the first such payment shall be prorated as necessary to reflect only those gross receipts received and transportation volumes delivered by Company after the Effective Date of this Franchise. In no event shall the Company be required to remit to the City franchise fee amounts that for any reason whatsoever are not fully recoverable from its customers. Upon receipt of the above amount of money, the City Secretary shall deliver to the Company a receipt for such amount. If any payment due date required herein falls on a weekend or bank holiday, payment shall be made on or before the close of business of the first working day after the payment due date.

Section 9. ANNEXATIONS BY CITY. This Franchise shall extend to and include any and all territory that is annexed by the City during the term of this Franchise. Within sixty (60) days from the receipt of notice from the City of any such annexation, the Company shall assure that any and all customers within such annexed territory are included and shown on its accounting system as being within the corporate limits of the City of Seabrook. After such sixty (60) day period the payment provisions specified in Section 8 of this Franchise shall apply to gross receipts and transport fees received by the Company from customers located within such annexed territory. Company shall true-up its map of City boundaries to the City's map on an annual basis.

Section 10. NON-EXCLUSIVE FRANCHISE. Nothing contained in this Franchise shall ever be construed as conferring upon the Company any exclusive rights or privileges of any nature whatsoever.

Section 11. COMPLIANCE AND REMEDIES. (a) In the event the Company by act or omission violates any material term, condition or provision of this Franchise, the City shall notify the Company in writing of such violation. Should the Company fail or refuse to correct any such violation within thirty (30) days from the date of City's notice, the City shall, upon written notification to the Company, have the right to terminate this agreement. Any such termination and cancellation shall be by ordinance adopted by City Council; provided, however, before any such ordinance is adopted, the Company must be given at least sixty (60) days' advance written notice. Such notice shall set forth the causes and reasons for the proposed termination and cancellation, shall advise the Company that it will be provided an opportunity to be heard by City Council regarding such proposed action before any such action is taken and shall set forth the time, date and place of the hearing.

(b) Other than its failure, refusal or inability to pay its debts and obligations, including, specifically, the payments to the City required by this Franchise, the Company shall not be declared in default or be subject to any sanction under any provision of this Franchise in those cases in which performance of such provision is prevented by reasons beyond its control.

(c) The rights and remedies of City and Company set forth herein shall be in addition to, and not in limitation of, any other rights and remedies provided at law or in equity and City's exercise of any particular remedy shall not constitute a waiver of its rights to exercise any other remedy.

Section 12. RESERVE OF POWERS. Except as otherwise provided in this Franchise, the City by the granting of this Franchise does not surrender or to any extent lose, waive, impair or lessen the lawful powers, claims and rights, now or hereafter vested in the City under the Constitution and statutes of the State of Texas and under the Charter and Ordinances of the City of Seabrook or other applicable law, to regulate public utilities within the City and to regulate the use of the Streets by the Company; and the Company by its acceptance of this Franchise agrees that, except as otherwise provided in this Franchise, all lawful powers and rights, whether regulatory or otherwise, as are or as may be from time to time vested in or reserved to the City, shall be in full force and effect and subject to the exercise thereof by the City at any time and from time to time.

SECTION 13. INDEMNITY. THE COMPANY, ITS SUCCESSORS AND ASSIGNS, SHALL PROTECT AND HOLD THE CITY AND ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "THE CITY") HARMLESS AGAINST ANY AND ALL CLAIMS OR DEMANDS FOR DAMAGES TO ANY PERSON OR PROPERTY BY REASON OF THE CONSTRUCTION AND MAINTENANCE OF THE COMPANY'S NATURAL GAS DISTRIBUTION SYSTEM, OR IN ANY WAY GROWING OUT OF THE RIGHTS GRANTED BY THIS FRANCHISE, EITHER DIRECTLY OR INDIRECTLY, OR BY REASON OF ANY ACT, NEGLIGENCE OR NONFEASANCE OF THE COMPANY OR THE CONTRACTORS, AGENTS OR EMPLOYEES OF THE COMPANY OR ITS SUCCESSORS AND ASSIGNS, AND SHALL REFUND TO THE CITY ALL SUMS WHICH THE CITY MAY BE ADJUDGED TO PAY ON ANY SUCH CLAIM, OR WHICH MAY ARISE OR GROW OUT OF THE EXERCISE OF THE RIGHTS AND PRIVILEGES HEREBY GRANTED OR BY THE ABUSE THEREOF, AND THE COMPANY OR ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND ON ACCOUNT OF ALL DAMAGES, COSTS, EXPENSES, ACTIONS, AND CAUSES OF ACTION THAT MAY ACCRUE TO OR BE BROUGHT BY, A PERSON, PERSONS, COMPANY OR COMPANIES AT ANY TIME HEREAFTER BY REASON OF THE EXERCISE OF THE RIGHTS AND PRIVILEGES HEREBY GRANTED, OR OF THE ABUSE THEREOF.

Section 14. RELOCATION OF FACILITIES. The Company shall, upon written request of the City, relocate its Facilities within Public Rights-of-Way at Company's own expense, exclusive of Facilities installed for service directly to City, whenever such shall be reasonably necessary on account of the widening, change of grade, or relocation by City of Streets or Public Rights-of-Way, or construction or relocation by City of City utility lines or drainage facilities. City shall bear the costs of all relocations of Facilities installed for service directly to City and of any relocation of other Facilities requested by City for reasons other than the widening, change of grade, or relocation by City of Streets or Public Rights-of-Way, or construction or relocation by the City of City utility lines or drainage facilities. In the event of a conflict between this Franchise and an ordinance of the city addressing right-of-way management, such ordinance shall control.

Section 15. GOVERNMENTAL FUNCTION. All of the regulations and activities required by this Franchise are hereby declared to be governmental and for the health, safety and welfare of the general public.

Section 16. RECORDS AND REPORTS. (a) Books of Account. The Company shall keep complete and accurate books of accounts and records of its business and operations under and in connection with this Franchise. All such books of accounts and records shall be kept at the company's principal office in Houston, Texas.

(b) Access by City. The City may conduct an audit or other inquiry or may pursue a cause of action in relation to the payment of the franchise fee only if such audit, inquiry, or pursuit of a cause of action concerns a payment made less than three (3) years before the commencement of such audit, inquiry, or pursuit of a cause of action. Each party shall bear its own costs of any such audit or inquiry. Upon receipt of a written request from the City, all books and records related to Company's operations under this Franchise shall be made available for inspection and copying no later than thirty (30) days from receipt of such request.

(c) Interest on Underpayments and Overpayments. (1) Amounts due to City for late payments shall include interest, compounded daily equal to the return on equity plus three percent (3%) granted to the Company in its most recent proceeding fixing rates applicable to customers within the corporate limits of the City. (2) If the City identifies, as a result of a franchise fee compliance review, amounts owed by the Company from prior periods or prior underpayments, then the Company shall pay simple interest on such amounts equal to the return on equity granted to the Company in its most recent proceeding fixing rates applicable to customers within the corporate limits of the City. Said interest shall be payable on such sums from the date the initial payment was due until it is paid and shall not be billed to customers. (3) Amounts due Company for past overpayments shall include simple interest equal to the return on equity granted to the Company in its most recent proceeding fixing rates applicable to customers within the corporate limits of the City; provided, however, if there is a change in the approved return on equity during the time period subject to the City's audit or inquiry, then for each time period during which there was an overpayment, the approved return on equity in effect during such time period shall be used in calculating interest under this subparagraph (c). Interest payable on such sums shall be credited to customers.

Section 17. EASEMENT. In consideration for the compensation set forth in Section 8, City agrees that if City sells, conveys, or surrenders possession of any portion of the Public Right-of-Way that is being used by Company pursuant to this Franchise, City, to the maximum extent of its right to do so, shall first grant Company an easement for such use and the sale, conveyance, or surrender of possession of the Public Right-of-Way shall be subject to the right and continued use of Company.

Section 18. ACCEPTANCE. The Company shall, within thirty (30) days following the final passage and approval of this Franchise, file with the City Secretary of the City of Seabrook a written statement signed in its name and behalf in the following form:

“To the Honorable Mayor: and City Council of the City of Seabrook:

CenterPoint Energy Resources Corp., DBA CenterPoint Energy Texas Gas Operations, its successors and assigns, hereby accepts the attached Franchise Ordinance and agrees to be bound by all of its terms and provisions.”

CENTERPOINT ENERGY RESOURCES CORP.,
DBA CENTERPOINT ENERGY TEXAS GAS
OPERATIONS

By: _____
Randal M. Pryor, Division Vice President,
Regional Operations

Dated this _____ day of _____ 2015.

Section 19. SEVERABILITY. If any provision, section, subsection, sentence, clause or phrase of this Franchise is for any reason held to be unconstitutional, void, or invalid or for any reason unenforceable, the validity of the remaining portions of this Franchise shall not be affected thereby, it being the intent the City of Seabrook in adopting this Franchise that no portion hereof or provision hereof shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision or regulation and, to this end, all provisions of this ordinance are declared to be severable.

Section 20. NOTICES. Every notice, order, petition, documents or other direction or communication to be served upon the City or the Company shall be deemed sufficiently given if sent by registered or certified mail, return receipt requested. Every such communication to the Company shall be sent to:

CenterPoint Energy Resources Corp.
Vice President Regulatory Relations
PO Box 4567
Houston, TX 77210-4567

With a copy to:
General Counsel, Gas Division
PO Box 2628
Houston, TX 77252-2628

Every such communication to the City or the City Council shall be sent to the:

Mayor
City of Seabrook
1700 First St
Seabrook, Texas 77586

With a copy to:
City Manager
1700 First St.
Seabrook, Texas 77586

Section 21. PUBLICATION, PASSAGE AND EFFECTIVE DATE. 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 will take effect after publication and be in force from and after the first day of the month following thirty days after receipt by the Company's acceptance filed pursuant to Section 18 ("Effective Date"). The Company shall pay the cost of those publications.

PASSED on first reading on the ____ day of _____, 2015.

PASSED AND APPROVED on second and final reading on the ____ day of _____, 2015.

Glenn R. Royal
Mayor

ATTEST:

Robin Hicks
City Secretary

APPROVED AS TO FORM:

Steven L. Weathered, City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, the duly appointed, qualified and acting City Secretary of Seabrook, Texas, do hereby certify that the above and foregoing ordinance was read on first reading at a regular meeting of the City Council of said Seabrook, Texas, held on the _____ day of _____, 2015; that written notice of the date, place and subject of said meeting was posted on a bulletin board located at a place convenient to the public in the City Hall for at least 72 hours preceding the day of said meeting; that the Mayor _____, and _____ Council members:

- | | |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

were present at said meeting and acted as the Council throughout; that the same has been signed and approved by the Mayor and is duly attested by the City Secretary; that the above and foregoing ordinance was read on second reading at a regular meeting of the City Council of said Seabrook, Texas, held on the _____ day of _____, 2015; that written notice of the date, place and subject of said meeting was posted on a bulletin board located at a place convenient to the public in the City Hall for at least 72 hours preceding the day of said meeting; that the Mayor _____, and _____ Council members:

- | | |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

were present at said meeting and acted as the Council throughout; that the same has been signed and approved by the Mayor and is duly attested by the City Secretary; that the above and foregoing ordinance was read on third reading at a regular meeting of the City Council of said Seabrook, Texas, held on the ____ day of _____, 2015; that written notice of the date, place and subject of said meeting was posted on a bulletin board located at a place convenient to the public in the City Hall for at least 72 hours preceding the day of said meeting; that the Mayor _____, and _____ Council members:

1 _____

4. _____

2 _____

5. _____

3 _____

6. _____

were present at said meeting and acted as the Council throughout; that the same has been signed and approved by the Mayor and is duly attested by the City Secretary; and that the same has been duly filed with the City Secretary and recorded by the City Secretary in full in the books kept for the purpose of recording the ordinances of the City of Seabrook.

EXECUTED under my hand and the official seal of the seal of the City of Seabrook, Texas at said City, this the ____ day of _____, 2015.

Robin Hicks
City Secretary
City of Seabrook, Texas

[SEAL]

RESOLUTION NO. 2015-24
ESTABLISHING A PUBLIC HEARING DATE OF DECEMBER 1, 2015
TO DISCUSS AND REVIEW THE UPDATE OF
LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, ESTABLISHING THE DATE, TIME, AND PLACE FOR A PUBLIC HEARING ON THE AMENDMENT OF IMPACT FEES FOR SEABROOK AND ITS EXTRATERRITORIAL JURISDICTION; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

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

Section 1. The City Council of the City of Seabrook, Texas, hereby establishes December 1, 2015, as the date for a public hearing to consider the amendment of impact fees for Seabrook and its extraterritorial jurisdiction. Such public hearing will be held at 7:00 p.m. in the City Council Chambers of the City of Seabrook, 1700 First Street, Seabrook, Texas.

Section 2. The City Secretary of the City of Seabrook is hereby authorized and directed to cause notice of the public hearing to be published in the newspaper having general circulation in each county in which the City of Seabrook is located before the 30th day before the date set for the hearing.

Section 3. The City Secretary of the City of Seabrook is hereby authorized and directed to cause notice of the public hearing to be sent to any person who has given written notice by certified or registered mail to the City Secretary requesting notice of the hearing within two years preceding the date of this resolution.

Section 4. This resolution shall take effect immediately from and after its passage by the City council of the City of Seabrook.

AND IT IS SO ORDERED.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Seabrook this the 15th day of September, 2015.

Glenn R. Royal, Mayor

ATTEST:

Robin Hicks, City Secretary



***CITY
OF
SEABROOK***

**AGENDA
BRIEFING**

Date of Meeting: TUESDAY, SEPTEMBER 15, 2015

Submitter/Requestor: Cook

Date Submitted: 8/26/2015 7:00:31 PM

Presenter: Cook

Description/Subject:

Consider approval of transfer of funds from General Fund to Park Improvement Fund in the amount of \$45,675. This amount was a deposit for Dow Pipeline ROW.

Purpose/Need: NA

Background/Issue(What prompted this need):

In May 2015, City Council approved the an offer from Dow (Wood Group Mustang, Inc) for the easement of in front of the existing Public Works yard. The funds were received and deposited into the General Fund. Because these funds were unbudgeted, staff would like to transfer the funds into the Parks Improvement Fund.

There are numerous park equipment upgrades that need to be done and have been placed on the CIP for consideration in the current and future fiscal years. By increasing this fund, it will allow additional projects for the community to be completed.

Impacted Parties(Expected/Notified):

Miscellaneous Comments:

Attachments:

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

Easement Agreement and Payment

Fiscal Impact:	Budgeted	Yes	Finance	Officer
	Budget Amendment Required	Yes	Review:	
	Future/Ongoing Impact	Yes		

Budget Dept/Line Item Number

Funding Comments:

Where on the agenda should this item be placed?

Consent Agenda

Suggested Motion:

Approve the transfer of \$45,675 from General Fund to Park Improvement Fund.

Agenda Language:

Approve the transfer of funds from General Fund to Park Improvement Fund in the amount of \$45,675. This amount was a deposit for Dow Pipeline ROW. (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.)



**WOOD GROUP
MUSTANG**

Wood Group Mustang Inc.
17325 Park Row
Houston, TX 77084
United States

T: 832-809-8000

www.woodgroup.com/mustang

FEDEX OVERNIGHT TRACKING# 7737 6217 1328
COPY TO CITY SECRETARY: TRACKING# 7737 6223 1923

June 5, 2015

City of Seabrook
1700 First Street
Seabrook, TX 77586
ATTN: GAYLE COOK, CITY MANAGER

**RE: Dow Hydrocarbons and Resources LLC: 12-Inch – ETHANE PIPELINE LICENSE AGREEMENT
TX-HR-MSR-261.00**

Dear Gayle:

Please find enclosed, 1 original agreement signed by all parties for the Ethane Pipeline License Agreement. Thank you for your time and efforts you've made during this process. Please contact Tim Meyers or myself if you have any questions.

Regards

Paul Grandle
Senior Project Manager
Office: 832.809.6284
Paul.Grandle@WoodGroup.com

Cc: file,
City Secretary

Enclosures

ETHANE PIPELINE LICENSE AGREEMENT

This **ETHANE PIPELINE LICENSE AGREEMENT ("Agreement")** is hereby made and entered into by and between the **CITY OF SEABROOK ("City")**, a home rule municipal corporation organized under the laws of the State of Texas and **Dow Hydrocarbons and Resources, LLC ("Company")**, a Delaware Limited Liability Company, with an office and place of business in Houston, Texas, with a mailing address of P. O. Box 4286, Houston, Texas 77210-4286.

The following statements are true and correct and constitute the basis upon which the City of SEABROOK has executed this Agreement.

A. Company wishes to construct a(n) twelve inch (12") nominal diameter pipeline for an approximate total distance of 301.45 linear feet within a twelve (12') foot wide right of way corridor for the transportation of ethane through the portion of properties owned or controlled by City, more specifically described in Exhibits "A" and "B" ("City Property"). Because Company is not a public utility, as that term is used in the City Charter and City Code, and because Company will not be providing services to end user customers in the City, Company is not required to obtain a franchise from the City, but is required to obtain the City's consent pursuant to a license agreement that sets forth the terms and conditions under which Company may use the City Property.

B. The City has reviewed Company's request and agrees to grant Company a license to use a portion of the surface and subsurface of the City Property as described in Section 6.4 and as further set out in Exhibit "A" in order to construct, operate and maintain a Pipeline on the terms and conditions set forth herein, solely for the transportation of ethane and solely in accordance with the terms and conditions of this Agreement. For initial construction, a temporary construction transportation access as described in Exhibit "B" is also granted as part of this Agreement.

Agreement

1. DEFINITIONS.

Capitalized terms used in this Agreement and not otherwise defined within this Agreement shall have the following meanings:

Affiliate shall mean any individual, partnership, association, joint stock company, limited liability company, trust, corporation, or other person or entity who owns or controls, or is owned or controlled by, or is under common ownership or control with, the entity in question.

Agreement shall mean the authorization issued to Company hereunder to use a portion of the City Property in the location as set out in Exhibit "A" and in accordance with the specifications detailed in this Agreement for (i) the construction, installation,

maintenance and repair of Company's Pipeline; (ii) the use of such Pipeline for the transportation of ethane; and (iii) any other directly related uses of the City Property as requested in advance in writing by Company and approved in writing by the City, pursuant to and in accordance with this Agreement.

City shall mean the area within the corporate limits of the City of Seabrook, Texas and the governing body of the City of Seabrook, Texas.

City Facility shall mean all incidental underground and aboveground attachments, equipment and appurtenances, including, but not limited to, manholes, manhole vents, lateral line connections, valves, pipelines, junction boxes, fire hydrants, meter vaults, lift stations in, upon, under and across a portion of the City Property.

City Property shall mean that property as limited to and described in Exhibit "A."

Commission shall mean the Railroad Commission of Texas or other authority succeeding to the regulatory powers of that entity.

Company shall mean Dow Hydrocarbons and Resources, LLC, a Delaware Limited Liability Company, only and shall not include any Affiliate or third party.

Customer shall mean any Person located, in whole or in part, within the City.

Director shall mean the Director of the City's Planning and Development Department or authorized representative.

Person shall mean, without limitation, an individual, a corporation, a limited liability company, a general or limited partnership, a sole proprietorship, a joint venture, a business trust or any other form or business entity or association.

Pipeline shall mean that certain twelve inch (12") nominal diameter steel pipeline for an approximate total distance of 301.45 total linear feet (18.27 rods) and other facilities as approved by the Director that are installed by Company in or on the City Property in accordance with this Agreement and pursuant to the rules and regulations as promulgated by the U.S. Department of Transportation, Office of Pipeline Safety, as set out in the Code of Federal Regulations, Section 192 as adopted and modified by the Commission.

2. GRANT OF RIGHTS.

2.1. Reservation of Rights.

City, its successors and assigns, reserve the right to use the Land covered by this Agreement in any manner that will not prevent or interfere with Company's exercise of its rights. In addition, Company may, with prior written consent, which may include compensation to City, cut all trees, under-growth and overhanging branches and

to remove other obstructions that in Company's judgment may injure, endanger or interfere with the exercise of the rights granted to Company. City, additionally reserves the right to build a concrete commercial parking lot, along with any and all necessary appurtenances thereto, including without limitation sprinkler systems, lighting systems, and drainage systems.

2.2. General Use of the City Property for Transportation of Ethane.

Subject to the terms and conditions set forth in this Agreement and the City Charter and ordinances, the City hereby grants Company a license to (i) erect, construct, install and maintain the Pipeline in, under, along and across the City Property at a depth determined in accordance with all applicable governmental requirements and specifications, including without limitation, those imposed by the Texas Railroad Commission and the U.S. Department of Transportation, but may be of no less than thirty-six inches (36") beneath the surface of the City Property and (ii) transport ethane through the portions of its Pipeline in, under, along and across the City Property as depicted in Exhibit "A". Company hereby acknowledges and agrees that this Agreement allows only the transportation of ethane through the City and does not allow Company to distribute, sell or otherwise provide ethane to any Customer.

2.3. Nonexclusive.

This Agreement and all rights granted to Company herein are strictly nonexclusive. The City reserves the right to enter into and grant other and future licenses and other authorizations for use of the City Property to other Persons and entities in accordance with applicable law and as the City deems appropriate; provided, however, that as to the grant of subsequent licenses for use of the City Property that is solely within the discretion of the City, if a dispute arises as to priority of the use of the City Property, the City will resolve such dispute in a manner that does not result in unreasonable interference with Company's operation of the Pipeline for the purposes provided for herein. This Agreement does not establish any priority for the use of the City Property by Company or by any present or future licensees or other permit holders. In the event of any dispute as to the priority of use of the City Property, the first priority shall be to the public generally, the second priority to the City in the performance of its various functions, and thereafter, as between licensees and other permit holders, as determined by the City in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

2.4. Other Permits.

This Agreement does not relieve Company of any obligation to obtain permits, licenses and other approvals from the City or other regulatory agency necessary for the construction, installation, maintenance or repair of Company's Pipeline or the transportation of ethane through such Pipeline.

2.5. Bonds.

Prior to the commencement of any construction work in the City Property, that requires a cut, opening or other excavation, Company shall deliver to the City payment and performance bonds, in compliance with law, executed by a corporate surety authorized to do business in the State of Texas and acceptable to the City in the proportional amount of the cost of work under the construction contract or construction project that will be performed in the City Property. The bonds shall guarantee (i) satisfactory compliance by Company with all requirements, terms and conditions of this Agreement and (ii) full payments to all persons, firms, corporations or other entities with whom Company has a direct relationship for the performance of such construction, maintenance or repairs.

If any such construction, maintenance and repair work is undertaken by a contractor of Company, Company shall also require such contractor to deliver to Company bonds executed by a corporate surety authorized to do business in the State of Texas and acceptable to the City in the proportional amount of the cost of work under the construction contract or construction project that will be performed by the contractor in the City Property. The bonds shall guarantee (i) the faithful performance and completion of all construction, maintenance or repair work in accordance with the contract between Company and the contractor and (ii) full payment for all wages for labor and services and of all bills for materials, supplies and equipment used in the performance of that contract. Such bonds shall name both the City and Company as dual obligees.

3. TERM

This Agreement shall become effective on the date as of which both parties have executed it ("**Effective Date**") and shall expire at 11:59 P.M. CT twenty (20) years from the last date of notarial acknowledgement, unless terminated earlier as provided herein.

4. FEES AND PAYMENTS TO CITY.

Reference Payment Letter Agreement dated 10/02/2014.

5. REGULATORY AUTHORITY OF THE CITY.

Company's property and operations hereunder shall be subject to such regulation by the City as may be reasonably necessary for the protection or benefit of the general public. In this connection, Company shall be subject to, governed by and shall comply with all applicable federal, state and local laws, including all ordinances, rules and regulations of the City, as same may be adopted and amended from time to time.

6. USE OF THE CITY PROPERTY.

6.1. Company's Rights.

Company and its representatives will have ingress to and egress from the City Property, using convenient places on the Land and any adjacent property owned or leased by City, to exercise the rights granted in this Agreement. After the Facilities' initial construction and installation, Company may use a reasonable amount of Land, with prior approval of City, as additional temporary work space to the extent reasonably necessary for the Facilities' maintenance, inspection, repair, removal or replacement, as requested by Company consistent with 6.3, 6.4 and related provisions hereafter. Company is entitled to all other rights and benefits necessary or convenient for the full enjoyment or use of the rights granted in this Agreement that are not inconsistent with the police powers of City, as provided in 6.2 hereafter. Provided, however that in the event Company reasonably requires the use of any such temporary work space, Company shall give City ten (10) days advance written notice of such intent to utilize any such temporary work space, unless the temporary work space is needed in the event of an emergency, in which case Company is expressly allowed to utilize any such temporary work space reasonably needed to address such emergency. At no time shall Company be able to fence off any portion of the City Property.

6.2. Compliance with Laws, Ordinances, Rules and Regulations.

The City has the right to control and regulate the use of the City Property, Public Rights of Way, public places and other City-owned property and the spaces above and beneath them. Company shall comply with all applicable laws, ordinances, rules and regulations, including, but not limited to, City ordinances, rules and policies related to construction permits, construction bonds, permissible hours of construction, operations during peak traffic hours, barricading requirements and any other construction rules or regulations that may be promulgated from time to time.

6.3. No Undue Burden.

The Pipeline shall not be erected, installed, constructed, repaired, replaced or maintained in any manner that places an undue burden on the present or future use of the City Property by the City and the public. If the City reasonably determines that the Pipeline does place an undue burden on any portion of the City Property, Company, at Company's sole cost and expense and within a reasonable time period specified by the City, shall modify the Pipeline or take other actions determined by the City to be in the public interest to remove or alleviate the burden.

6.4. Notice

Prior to the undertaking of any kind of construction, installation, maintenance, repairs or other work that requires the excavation, lane closure or other physical use of the City Property, Company shall, except for work required to address an emergency, provide at least twenty-four (24) hours' advance written notice to the City and the owners of property adjacent to the City Property that will be affected. In the case of emergencies Company shall provide notice to the affected landowners within twenty-four (24) hours

after commencement of work. In addition, during any such work, Company shall provide construction and maintenance signs and sufficient barricades at work sites to protect the public.

6.5 Minimal Interference.

Company will take all reasonable planning to minimize harm to the City Property and shall comply with conditions as set forth below:

6.5.1. Company shall provide the following information to the attention of the City Manager, 1700 First Street, Seabrook, Texas 77586:

a. Photographs documenting the condition of the City Property, access routes, temporary workspaces, and adjacent trees as such exist before installation of the Pipeline. All such photographs must include a visible date and time stamp indicating when the photography occurred. Company shall submit documentation of the pre-installation condition prior to beginning any construction or use of the City Property; and

b. Photographs documenting the condition of the City Property, access routes, temporary workspaces, and adjacent trees as such exist following installation of the Pipeline. All such photographs must include a visible date and time stamp indicating when the photography occurred. Post-installation documentation must be submitted no later than fifteen (15) business days after the completion of installation. Planning and Development personnel will distribute copies of the documentation to all appropriate City personnel to determine whether any damage has been done to the City Property, access routes, temporary workspaces, or adjacent trees.

6.5.2. At least seven calendar days prior to the start of construction, Company shall coordinate and participate in a **Preconstruction Meeting** with City of Seabrook staff to evaluate and address any issues or concerns.

6.5.3. Company shall not have the right to place permanent above ground facilities on City Property.

6.5.4. Company shall install the Pipeline in accordance with the installation specifications reflected in Exhibit(s) "A".

6.5.5. Company shall not remove or allow removal of any trees on the City Property without further written approval of the City.

- 6.5.6. The use of traffic control devices shall be consistent with the standards and provisions of Part VI of the Texas Manual on Uniform Traffic Control Devices. Company shall utilize appropriate warning lights at all construction and maintenance sites where one or more traffic lanes are closed or obstructed during nighttime conditions.
- 6.5.7 No surface use of the City Property is permitted for storage or any purpose other than temporary access for construction vehicles.
- 6.5.8. Company, at its sole cost and expense, shall provide necessary protections for the access road(s) and repair any damage caused thereto by Company's activities.
- 6.5.9 For purposes of this section, the term "Foreign Material" shall mean any material, substance, chemical, waste, contaminant, emission, discharge, or pollutant regulated by any federal, state, or local law for the purpose of protection of health, safety, or the environment, including, but not limited to, petroleum, petroleum products, and waste products associated with petroleum production.

Except as otherwise provided in this Section, Company shall not knowingly cause or permit any Foreign Material to be released, brought, stored, or produced on or in the licensed area or City property in connection with Company's operations under this Agreement, provided, however, that Company shall be authorized, to store, handle, and use materials that are reasonably necessary for the construction or operation of the Pipeline so long as (i) such materials are properly stored, handled, or used in accordance with all applicable laws and the terms of this Agreement; and (ii) Company maintains Material Safety Data Sheets on-site when such chemicals are present and provides that information to the City on request. Company shall take all actions necessary to stop the release or presence of Foreign Material in connection with Company's operations. Any waste produced from Company operations will be the full responsibility of the Company to cleanup, handle, store, transport and dispose. As part of the consideration for this Agreement, Company waives any claim that this Agreement in any way confers generator status on the City for waste produced from Company operations.

If, during the course of construction, operation, maintenance, repair, or replacement of the Pipeline, Company encounters material that Company knows, suspects, or has reason to believe constitutes Foreign Material, Company shall immediately cease all activity, secure any material already at the surface and limit disturbance of any buried material in the vicinity of the suspected Foreign Material.

Company shall notify the City in accordance with the Notice section of this Agreement of any release from Company operations and the presence or release of suspected Foreign Material or Foreign Material. NOTIFICATION MUST OCCUR WITHIN ONE HOUR AFTER CONFIRMATION BY COMPANY'S ENVIRONMENTAL HAZARD SERVICES PERSONNEL BUT UNDER NO CIRCUMSTANCES LATER THAN TWELVE HOURS AFTER INITIAL RELEASE OR DISCOVERY.

As part of the consideration for the license under this Agreement, Company shall be responsible for the cost and expense necessary to construct, operate, maintain, repair, or replace the Pipeline in accordance with any federal, state or local laws regulating the environment as well as other applicable regulations. Company will be fully responsible for, in accordance with any federal, state or local laws, testing, storing, removing, loading, transporting, and disposing of Foreign Material and suspected Foreign Material encountered during the construction, operation, maintenance, repair, or replacement of the Pipeline.

Any environmental assessment, cleanup, removal or disposal action will have to meet the standards set forth by any federal, state, or local law.

6.6. "As-Built" Plans and Maps.

Company, at Company's sole cost and expense, shall, within ninety (90) calendar days following the completion of the Pipeline, provide the City with as-built plans of all portions of the Pipeline located in the City and the City's extraterritorial jurisdiction and maps showing such Pipeline. Company shall supply the textual documentation of such as-built plans and maps in computer format as requested in writing by the City and shall otherwise fully cooperate with the City in ensuring that the Pipeline is accurately reflected in the City's mapping system.

6.7. Specifications of the Pipeline

The Company shall erect, install, construct, maintain, repair, and replace the Pipeline in accordance with the terms of this Agreement, Chapter 62 of the City Code and all applicable state and federal laws. The Pipeline shall not exceed the size and specifications stated herein and further set out in Exhibit "A." Pipeline shall be placed at a depth of no less than 36 inches throughout the entire length of the City Property, **provided however**, that if the Pipeline within City Property will be crossing any existing City Facility, the Pipeline must cross the City Facility at a not less than a 70 degree angle and be buried at a minimum of 60 inches below the bottom of the lowest City Facility. Company may seek a variance from these standards by submitting a written request explaining why a variance is required and detailing the alternate installation

specifications that Company proposes. No variance shall be allowed unless approved in writing by the City.

If the Pipeline within the City Property crosses a water or sanitary sewer facility that is sixteen inches (16") or greater in diameter, Company must submit an emergency response plan to the City Manager, Chief of Police and Fire Chief prior to the commencement of the installation of the Pipeline. The emergency response plan must include, at a minimum, written procedures to minimize any hazard resulting to any City Facility, and such procedures must be approved by the City Manager, Chief of Police and Fire Chief before Company may begin construction.

6.8. Marking of Pipeline.

Company shall ensure that throughout the term of this Agreement, the Pipeline is marked in a manner that is acceptable to the Director and in compliance with Federal Regulations, such marking to show conspicuously Company's name and a toll-free telephone number of Company that a Person may call for assistance. Company shall inspect markings on a periodic basis throughout the term of this Agreement and ensure that faded, defaced, or otherwise illegible markers are replaced.

6.9. Surface Excavation.

The City shall have the right to coordinate all excavation work in the City Property in a manner that is consistent with and convenient for the implementation of the City's program for property management in order to preserve the integrity of the City Property.

6.10. Relocation of Pipeline.

Within forty-five (45) calendar days following a written request by the City, Company, at Company's sole cost and expense, shall protect, support, disconnect or relocate to another portion of the City Property all or any portion of its Pipeline due to street or other public excavation, construction, repair, grading, regrading or traffic conditions; the installation of sewers, drains, water pipes or municipally-owned facilities of any kind; the vacation, construction or relocation of streets or any other type of structure or improvement of a public agency; any public work; or any other type of improvement necessary, in the City's sole discretion, for the public health, safety or welfare. If Company reasonably requires more than forty-five (45) days to comply with the City's written request, it shall notify the City Manager in writing and the City will work in good faith with Company to negotiate a workable time frame.

6.11. Restoration of the City Property, Public Rights-of-Way and Public/Private Property.

Company, at Company's sole cost and expense, and in a manner approved by the City, shall promptly restore any portion of the City Property, Public Rights of Way, other City-owned property or other privately-owned property that are in any way disturbed or damaged by the construction, operation, maintenance, repair, removal, or replacement of any of the Pipeline to a condition that is at least as good as the one in which such property existed immediately prior to the disturbance or damage. Company shall diligently commence such restoration within thirty (30) calendar days following the date that Company first became aware of the disturbance or damage or, if the Pipeline is being removed, within thirty (30) calendar days following such removal.

6.12. Emergency Procedures

6.12.1. For purposes of this Section, a public emergency shall be any condition which, in the opinion of the officials specified herein, poses an immediate threat to life, health or property and is caused by any natural or man-made disaster, including, but not limited to, storms, floods, fires, accidents, explosion, water main breaks and hazardous materials spills. In the event of a public emergency, the City shall have the right to take whatever action is deemed appropriate by the City Manager, Mayor, Police Chief or Fire Chief, or their authorized representatives, including, but not limited to, action that may result in damage to the Pipeline, and Company hereby (i) releases the City, its officers, agents, servants, employees and subcontractors from liability or responsibility for any Damages, as defined in this Agreement, that may occur to the Pipeline or that Company may otherwise incur as a result of such a response, and (ii) agrees that Company, at Company's sole cost and expense, shall be responsible for the repair, relocation or reconstruction of all or any of its Pipeline that is affected by such action of the City.

In responding to a public emergency, the City agrees to comply with all local, state and federal laws, including any requirements to notify the Texas One Call System, to the extent that they apply at the time and under the circumstances. In addition, if the City takes any action that it believes will affect the Pipeline, the City will notify Company as soon as practicable so that Company may advise and work with the City with respect to such action.

6.12.2. The Company shall maintain written procedures to minimize the hazards resulting from an emergency. These procedures shall at a minimum provide for the prompt and effective response to emergencies, including, but not limited to, leaks or releases that can impact public health safety or welfare; fire or explosions at or in the vicinity of the Pipeline, natural disaster; effective means to notify and communicate required and pertinent information to local fire, police and public officials during an emergency; the availability of personnel, equipment, tools and materials as necessary at the scene of an emergency; measures to be taken to reduce public exposure to injury and probability of accidental death or dismemberment; emergency shut down and pressure reduction of a Pipeline; the

safe restoration of service following an emergency or incident; and follow-up incident investigation to determine the cause of the incident and require the implementation of corrective measures.

6.12.3. Upon the discovery of an emergency, the Company shall immediately communicate to the City's 911 system and the City Manager, Chief of Police and Fire Chief the following information:

- a. A general description of the emergency;
- b. The location of the emergency or incident;
- c. The name and telephone number of the person reporting the emergency;
- d. Whether or not any hazardous material is involved and identification of the hazardous material so involved; and
- e. Any other information as requested by the emergency dispatcher or other such official at the time of reporting the emergency or incident.

In the event of an emergency that involves that portion of the Pipeline located in the City Property and necessitates immediate emergency response work or repairs, Company may initiate the emergency response work or repairs or take any action required under the circumstances provided that Company notifies the City as promptly as possible. After the emergency has passed, Company shall apply for and obtain any required construction permits and otherwise fully comply with the requirements of this Agreement.

6.13. Termination.

Company may terminate this Agreement, by sending a written notice to the City. Upon the Agreement's termination, Company may, at its sole option, abandon the underground Facilities, but Company must remove the Products and all of its above ground Facilities including fences and markers from the Land and restore the City Property surface area as close as reasonably practicable to its condition as of the Effective Date consistent with city and state regulations. **This Agreement shall terminate automatically upon cessation of use for the transmission of products for a continuous period of 24 months. Also, after any termination, any pipe remaining in the ground must be removed or filled with cement or as otherwise approved by City consistent with law.**

6.14. Removal of Pipeline.

Upon the revocation, termination or expiration without extension or renewal of this Agreement, Company's right to use the City Property under this Agreement shall cease, and Company shall immediately discontinue the transportation of ethane in or through the City. Within six (6) months following such revocation, termination or expiration and if the City requests, Company, at Company's sole cost and expense, shall remove the Pipeline from the City Property (or cap the Pipeline, if consented to by the City), in accordance with applicable laws and regulations. If Company has not removed

all of the Pipeline from the City Property, (or capped the Pipeline, if consented to by the City) within six (6) months following revocation, termination or expiration of this Agreement, the City may deem any portion of the Pipeline remaining in the City Property abandoned and, at the City's sole option, (i) take possession of and title to such property or (ii) take any and all legal action necessary to compel Company to remove such property; provided, however, that Company may not abandon its facilities or discontinue its services within the City without the approval of the Commission or successor agency or any other regulatory authority with such jurisdiction.

Within six (6) months following revocation, termination or expiration of this Agreement and in accordance with Section 6.11 of this Agreement, Company shall also restore any property, public or private, that is disturbed or damaged by removal (or, if consented to by the City, capping) of the Pipeline. If Company has not restored all such property within this time, the City, at the City's sole option, may perform or have performed any necessary restoration work, in which case Company shall immediately reimburse the City for any and all costs incurred in performing or having performed such restoration work.

7. LIABILITY AND INDEMNIFICATION.

7.1. Liability of Company.

Company shall be liable and responsible for any and all damages, losses, liabilities (joint or several), payments, obligations, penalties, claims, litigation, demands, defenses, judgments, lawsuits, proceedings, costs, disbursements or expenses (including, without limitation, fees, disbursements and reasonable expenses of attorneys, accountants and other professional advisors and of expert witnesses and costs of investigation and preparation) of any kind or nature whatsoever (collectively "**Damages**"), which may arise out of or be in any way connected with (i) the construction, installation, operation, maintenance or condition of the Pipeline or any related facilities or appurtenances; (ii) the transportation of ethane through the Pipeline; (iii) any claim or lien arising out of work, labor, materials or supplies provided or supplied to Company, its contractors or subcontractors; or (iv) Company's failure to comply with any federal, state or local law, ordinance, rule or regulation, except to the extent directly caused by the negligent or grossly negligent act(s) or omission(s) or intentional misconduct of the City.

Company shall pay for any damage to growing crops, fences, trees or livestock **or parking lots and appurtenances thereto** on the Land, which may be caused by Company in exercising the rights granted to it under this Agreement. The amount of damage, if not mutually agreed upon, will be determined by 3 disinterested persons, one to be appointed by the City, one to be appointed by the Company, and the third to be chosen by the two persons appointed. The written award of a majority of the 3 disinterested persons will be final.

COMPANY HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY OF

ANY KIND, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH ITS USE OF THE CITY PROPERTY UNDER THIS AGREEMENT OR WITH THE USE, MAINTENANCE, OCCUPANCY, EXISTENCE OR LOCATION OF THE CITY PROPERTY, EXCEPT TO THE EXTENT CAUSED SOLELY BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THE CITY.

7.2 Indemnification.

COMPANY, AT COMPANY'S SOLE COST AND EXPENSE, SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, BOARDS, COMMISSIONS, AGENTS, EMPLOYEES AND VOLUNTEERS ("INDEMNITEES"), FROM AND AGAINST ANY AND ALL DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE FOR PROPERTY DAMAGE AND PERSONAL INJURY, INCLUDING DEATH) WHICH MAY ARISE OUT OF OR BE IN ANY WAY CONNECTED WITH (I) THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE OR CONDITION OF THE PIPELINE OR ANY RELATED FACILITIES OR APPURTENANCES; (II) THE TRANSPORTATION OF ETHANE THROUGH THE PIPELINE; (III) ANY CLAIM OR LIEN ARISING OUT OF WORK, LABOR, MATERIALS OR SUPPLIES PROVIDED OR SUPPLIED TO COMPANY, ITS CONTRACTORS OR SUBCONTRACTORS; OR (IV) COMPANY'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION, EXCEPT TO THE EXTENT DIRECTLY CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S) OR INTENTIONAL MISCONDUCT OF THE CITY.

7.3 Assumption of Risk and Environmental Remediation.

COMPANY HEREBY REPRESENTS TO THE CITY THAT (i) COMPANY HAS FULLY INSPECTED THE CITY PROPERTY; (ii) COMPANY IS SATISFIED WITH THE CONDITION OF THE CITY PROPERTY; AND (iii) COMPANY HAS BEEN FULLY ADVISED OF ITS OWN RIGHTS WITHOUT RELIANCE UPON ANY REPRESENTATION MADE BY THE CITY, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, COMMISSIONS, BOARDS OR VOLUNTEERS. COMPANY HEREBY UNDERTAKES AND ASSUMES, FOR AND ON BEHALF OF COMPANY, ITS OFFICERS, AGENTS, CONTRACTORS, SUBCONTRACTORS AND EMPLOYEES, ALL RISK OF DANGEROUS CONDITIONS, IF ANY, ON OR ABOUT THE CITY PROPERTY.

ALTHOUGH, TO THE BEST OF THE CITY'S KNOWLEDGE, THE CITY PROPERTY COMPLIES WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL ENVIRONMENTAL LAWS AND REGULATIONS (COLLECTIVELY "ENVIRONMENTAL LAWS"), THE CITY DOES NOT WARRANT SUCH. COMPANY HEREBY COVENANTS AND AGREES THAT COMPANY, AT ITS SOLE COST AND EXPENSE, SHALL BE FULLY RESPONSIBLE FOR THE VIOLATION

OF ANY ENVIRONMENTAL LAWS CAUSED, IN WHOLE OR IN PART, BY COMPANY, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS OR INVITEES, AND ANY REMEDIATION THAT MAY BE REQUIRED AS A RESULT OF SUCH VIOLATION, EXCEPT TO THE EXTENT CAUSED BY THE CITY.

7.4. Defense of Indemnitees.

In the event any action, lawsuit or other proceeding is brought against any Indemnatee by reason of any matter for which the Indemnitees are indemnified hereunder, the City shall give Company prompt written notice of the making of any claim or commencement of any such action, lawsuit or other proceeding, and Company, at Company's sole cost and expense, shall resist and defend the same with reasonable participation by the City and with legal counsel selected by Company and specifically approved by the City. In such an event, Company shall not admit liability in any matter on behalf of any Indemnatee without the advance written consent of the City.

8. INSURANCE.

Company shall procure and maintain at all times, in full force and effect, a policy or policies of insurance to provide coverage as specified herein, naming the City as an additional insured and covering all public risks related to the use, occupancy, condition, maintenance, existence or location of the City Property and the construction, installation, operation, maintenance or condition of the Pipeline, including the transportation of ethane through the Pipeline. The insurance required hereunder may be provided by a combination of self-insurance, primary and excess policies.

8.1. Primary Liability Insurance Coverage.

- **Commercial General Liability:**

\$5,000,000.00 per occurrence, \$10,000,000.00 aggregate, including coverage for the following: (i) Premises Liability; (ii) independent contractors; (iii) products/completed operations; (iv) personal injury; (v) contractual liability; (vi) explosion, collapse and underground property damage; (vii) underground resources damage; (viii) independent contractors protective liability; and (ix) broad-form property coverage.

- **Environmental Impairment Liability (EIL) &/or Pollution Liability:**

- a) Company shall purchase and maintain in force throughout the term of this Agreement, insurance and protection for bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any loss arising from the Pipeline site. Coverage shall

be maintained in an amount of \$5,000,000.00 per loss, with an annual aggregate of \$10,000,000.00.

- b) Coverage shall apply to gradual pollution; seepage; sudden and accidental pollution conditions resulting from the escape of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gasses; waste material; or other irritants, contaminants or pollutants.

If EIL is written on a "claims made" basis, the Company must maintain continuous coverage and purchase Extended Coverage Period Insurance, when such coverage is not otherwise included as part of the basic policy, for as long as this Agreement is in effect and for five (5) years after its termination or expiration.

- **Property Damage Liability:**

\$10,000,000 per occurrence

- **Automobile Liability:**

\$1,000,000.00 per accident, including, but not limited to, all owned, leased, hired or non-owned motor vehicles used in conjunction with the rights granted under this Agreement

- **Worker's Compensation:**

As required by law; and,
Employer's Liability - \$1,000,000.00 per accident.

Such coverage shall include a Waiver of Subrogation in favor of the City and provide coverage in accordance with applicable State and Federal Laws.

8.2. Revisions to Required Coverage.

At the reasonable recommendation of the City Manager, the City may at any time revise insurance coverage requirements and limits required by this Agreement. Company agrees that within sixty (60) days of receipt of written notice from the City, Company will make all reasonable efforts to implement all such revisions requested by the City and, if Company is unable to implement such revisions, Company shall provide the City with one or more specific reasons why Company could not implement such revisions. Each policy of insurance shall include an endorsement providing that 30 days' notice of cancellation or change in coverage will be furnished to the certificate holder.

8.3. Underwriters and Certificates.

Company shall procure and maintain its insurance with underwriters authorized to do business in the State of Texas and who are acceptable to the City in terms of solvency and financial strength. Within thirty (30) days following adoption of this Agreement by the City Council, Company shall furnish the City with certificates of insurance signed by the respective companies as proof that it has obtained the types and amounts of insurance coverage required herein. In addition, Company shall, on demand, provide the City with evidence that it has maintained such coverage in full force and effect.

8.4. Deductibles.

Deductible or self-insured retention limits on any line of coverage required herein shall not exceed \$1,000,000.00 in the annual aggregate unless the limit per occurrence or per line of coverage, or aggregate is otherwise approved by the City.

8.5. No Limitation of Liability.

The insurance requirements set forth in this Section 8 and any recovery by the City of any sum by reason of any insurance policy required under this Agreement shall in no way be construed or affected to limit or in any way affect Company's liability to the City or other persons as provided by this Agreement or law.

9. DEFAULTS.

The occurrence at any time during the term of this Agreement of one or more of the following events shall constitute an “**Event of Default**” under this Agreement:

9.1. Failure to Pay License Fee

An Event of Default shall occur if Company fails to pay any License Fee on or before the respective due date.

9.2. Breach.

An Event of Default shall occur if Company materially breaches or violates any of the terms, covenants, representations or warranties set forth in this Agreement or fails to perform any obligation required by this Agreement.

9.3. Bankruptcy, Insolvency or Receivership.

An Event of Default shall occur if Company (i) files a voluntary petition in bankruptcy; (ii) is adjudicated insolvent; (iii) files any petition or fails to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; (iv) seeks, consents to or acquiesces in the appointment of any trustee, receiver, master, custodian or liquidator of Company, any

of Company's property or any revenues, issues, earnings or profits thereof; (v) makes an assignment for the benefit of creditors; or (vi) fails to pay Company's debts generally as they become due.

9.4. Violations of the Law.

An Event of Default shall occur if Company violates any existing or future federal, state or local laws or any existing or future ordinances, rules and regulations of the City.

9.5 Failure to Complete Construction

An Event of Default shall occur if Company fails to complete construction of the Pipeline within one (1) calendar year from the execution of this Agreement.

10. UNCURED DEFAULTS AND REMEDIES.

10.1. Notice of Default and Opportunity to Cure.

If an Event of Default occurs on account of Company's failure to pay the License Fee in accordance with Section 9.1 or failure to complete construction of the Pipeline in accordance with Section 9.5, such Event of Default shall be deemed an Uncured Default and the City shall have the right to terminate this Agreement immediately upon provision of written notice to Company. If an Event of Default occurs for a reason other than for failure to pay the License Fee, the City shall provide Company with written notice and shall give Company the opportunity to cure such Event of Default. For an Event of Default which can be cured by the immediate payment of money to the City, Company shall have thirty (30) days from the date it receives written notice from the City to cure the Event of Default. For any other Event of Default, Company shall have sixty (60) days from the date it receives written notice from the City to cure the Event of Default. If any Event of Default is not cured within the time period specified herein, such Event of Default shall, without further notice from the City, become an "Uncured Default" and the City immediately may exercise the remedies provided in Section 10.2.

10.2. Remedies for Uncured Defaults.

Upon the occurrence of an Uncured Default, the City shall be entitled to exercise, at the same time or at different times, any of the following remedies, all of which shall be cumulative of and without limitation to any other rights or remedies the City may have:

10.2.1. Termination of Agreement.

Upon the occurrence of an Uncured Default, the City may terminate this Agreement. Upon such termination, Company shall forfeit all rights granted to it under this Agreement, and, except as to Company's unperformed obligations and existing liabilities as of the date of termination, this Agreement shall automatically be deemed null and void and shall have no further force or effect.

Company shall remain obligated to pay and the City shall retain the right to receive License Fees and any other payments due up to the date of termination. Company shall remove the Pipeline from and restore the City Property as and when requested by the City. The City's right to terminate this Agreement under this Section 10.2.1 does not and shall not be construed to constitute any kind of limitation on the City's right to terminate this Agreement for other reasons as provided by and in accordance with this Agreement; provided, however, that Company may not abandon the Pipeline without the approval of the Commission or successor agency or other regulatory authority with jurisdiction, if such action without such approval is prohibited at the time by applicable federal or state law or regulation.

10.2.2. Legal Action Against Company.

Upon the occurrence of an Uncured Default, the City may commence against Company an action at law for monetary damages or in equity, for injunctive relief or specific performance of any of the provisions of this Agreement which, as a matter of equity, are specifically enforceable.

11. PROVISION OF INFORMATION

11.1. Filings with the Commission.

Company shall upon request provide copies to the City of all documents which Company files with or sends to the Commission or another state or federal regulatory body concerning or related to its transportation of ethane through the Pipeline, including, but not limited to, filings related to (i) tariffs; (ii) rules, regulations and policies requested, under consideration or approved by the Commission; and (iii) applications and any supporting pre-filed testimony and exhibits filed by Company or third parties on behalf of Company, on the same date as such filings are made with the Commission. In addition, Company shall provide the City upon request with copies of records, documents and other filings that Company is required to maintain or supply to the Commission under any applicable state or federal law, rule or regulation concerning or related to its transportation of ethane through the Pipeline.

In addition, regardless of whether the City makes a request, Company shall provide the City with copies of the Company's filings with the Commission or another state or federal regulatory body that (i) involve a safety incident within a one-mile radius of the Pipeline, (ii) relate to the Pipeline and involve its location or configuration; (iii) relate to the Pipeline and involve a public health or safety issue, or (iv) relate to the Pipeline and concern the issuance, modification, renewal, suspension, revocation, or reinstatement of the permit for the Pipeline. Company shall also provide a written report to the Chief Building Official describing how the Company responded to resolve any health or safety incident that is the subject of its filing with the Commission.

12. COMPANY AS INDEPENDENT CONTRACTOR.

It is expressly understood and agreed that Company shall operate as an independent contractor as to all rights and privileges granted by this Agreement, and not as an agent, representative or employee of the City. Company shall have the exclusive right to control the details of its business and other operations necessary or appurtenant to the transportation of ethane in accordance with the terms and conditions of this Agreement, and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors and subcontractors. Company acknowledges that the doctrine of *respondeat superior* shall not apply as between the City and Company, its officers, agents, employees, contractors and subcontractors. Company further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between the City and Company.

13. ASSIGNMENT PROHIBITED.

Company may not assign or otherwise transfer any of its rights or obligations under this Agreement unless specifically authorized in writing by the City, which authorization shall not be unreasonably withheld.

14. NOTICES.

Except as otherwise provided below, notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (i) hand-delivered to the other party, its agents, employees, servants or representatives, or (ii) received by the other party by United States Mail, postage prepaid, return receipt requested, addressed as follows:

To THE CITY:

City of Seabrook
City Manager
1700 First Street
Seabrook, TX 77586

To COMPANY:

Dow Hydrocarbons and Resources, LLC
Land and ROW Manager
1254 Enclave Parkway
Houston, TX 77077

with a copy to:

City of SEABROOK
City Secretary
1700 First Street
Seabrook, TX 77586

For notices regarding known or suspected Foreign Material (as defined in Section 6.5.9), Company shall notify the City in accordance with the timelines specified in Section 6.5.9 via telephone at (281-291-5688).

15. NON-DISCRIMINATION COVENANT.

Company shall not discriminate against any person on the basis of race, color, national origin, religion, handicap, sex, sexual orientation or familial status in the receipt of benefits from Company's business operations, in any opportunities for employment with Company or in the construction or installation of the Pipeline.

16. NO WAIVER.

The failure of the City to insist upon the performance of any term or provision of this Agreement or to exercise any rights that the City may have, either under this Agreement or the law, shall not constitute a waiver of the City's right to insist upon appropriate performance or to assert any such right on any future occasion.

17. GOVERNING LAW AND VENUE.

This Agreement shall be construed pursuant to and in accordance with the laws of the United States of America and the State of Texas. If any action, whether real or asserted, at law or in equity, arise out of the terms of this Agreement, Company's transportation of ethane or Company's use of the City Property, venue for such action shall lie exclusively in state courts located in Harris County, Texas or the United States District Court for the Southern District of Texas, Houston Division.

18. CONFERENCES.

At the request of either the City or Company, the City and Company shall meet at reasonable times and upon reasonable notice to discuss any aspect of this Agreement, Company's Pipeline, Company's operations in the City, Company's transportation of ethane or Company's use of the City Property.

19. SEVERABILITY.

If any provision of this Agreement is held to be invalid, illegal or unenforceable by a final order entered by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. For purposes of this Agreement, a court order shall be final only to the extent that all available legal rights and remedies pertaining to such order, including, without limitation all available appeals, have been exhausted. In such an event, the City and Company agree that they shall amend or have amended this Agreement to comply with such final order entered by a court of competent jurisdiction.

20. FORCE MAJEURE.

In the event Company's performance of any of the terms, conditions or obligations required by this Agreement is prevented by a cause or event that is not within Company's reasonable control, Company's non-performance shall be deemed excused for the period of such inability. Causes or events that are not within the Company's control shall include, but not be limited to, acts of God, strikes, sabotage, riots or civil disturbances, failure or loss of utilities, breakage of equipment, explosions and natural disasters.

21. HEADINGS NOT CONTROLLING.

Headings and titles, other than those captions in Section 1, that are used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

22. ENTIRETY OF AGREEMENT.

This Agreement, including the schedule of exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Company as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with the terms and conditions of this Agreement. This Agreement shall not be amended unless agreed to in writing by both parties and approved by the City Council of the City.

EXECUTED as of the later date below:

CITY OF SEABROOK:

By: Gayle Cook
City Manager Gayle Cook

Date: 5-27-2015

**DOW HYDROCARBONS AND
RESOURCES, LLC**

By: [Signature]
ATTORNEY-IN-FACT

Date: 6/3/2015

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Gayle Cook, City Manager of the City of Seabrook, a home-rule municipal corporation of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and, that (s)he has executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of May, 2013.

[SEAL] Meredith T. Brant Notary Public in and for the
State of Texas



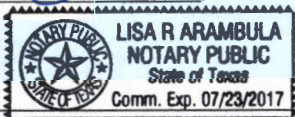
Meredith T. Brant My Commission Expires: 12/03/16
Print Name of Notary Public Here

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Jere H. Dial, Attorney-in-Fact, ~~Vice President~~ ~~Engineering~~ on behalf of Dow Hydrocarbons and Resources, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and, that (s)he has executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of June, 2015.

[SEAL] Lisa R Arambula Notary Public in and for the
State of Texas



Lisa Arambula My Commission Expires: 7/23/17
Print Name of Notary Public Here



Doyle & Wachtstetter, Inc
Surveying and Mapping • GPS/GIS

EXHIBIT "B"

**DOW HYDROCARBONS & RESOURCES LLC CENTERLINE PERMANENT EASEMENT
OUT OF THE R. MORRIS SURVEY, ABSTRACT NO. 52
HARRIS COUNTY, TEXAS
PAGE 1 OF 1**

ALL THAT CERTAIN tract of land and being the centerline description of a 12 foot permanent easement lying and situated in Harris County, Texas and being out of the R. MORRIS SURVEY, ABSTRACT NO. 52, and being located out of a called 1.716 acre tract being conveyed to the City of Seabrook as recorded in Clerk's File Number D695743 of the Official Records of Harris County, Texas, the herein described permanent easement, hereby conveyed being more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone (NAD83), in which the directions are Lambert grid bearings and the distances are surface level horizontal lengths (S.F.= 1.000129918) as follows:

COMMENCING at a 1/2" iron rod w/cap found for the Southeast corner of said 1.716 acre tract and also being in the Northeast corner of a called 2.245 acre tract conveyed to Centerpoint Energy Houston Electric, LLC as recorded in Volume 4913, Page 318 of the Deed Records of Harris County, Texas, said Point of Commencement being located at Texas State Plane Coordinate position X=3230501.20 and Y=13779255.83;

THENCE South 86°41'36"West, coincident with said called 1.716 acre tract and said 2.245 acre tract, a distance of 90.29 feet to the **PLACE OF BEGINNING** of herein described easement at position X=3230411.06 and Y=13779250.62;

THENCE North 10°08'34"West, along the centerline of herein 12 foot permanent easement at 301.45 feet to **TERMINAL POINT** of herein described easement located at Texas State Plane Coordinate position X=3230357.98 and Y=13779547.36, said terminal point also being located in the South right-of-way line of Humble Drive and also being located South 86°17'18"West, 89.80 feet from a 5/8" iron rod found for the Northeast corner of said 1.716 acre tract.

This centerline description contains 18.27 rods, more or less.


Registered Professional Land Surveyor
Texas Registered Number 4808
May 19, 2015



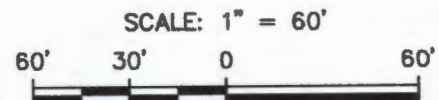
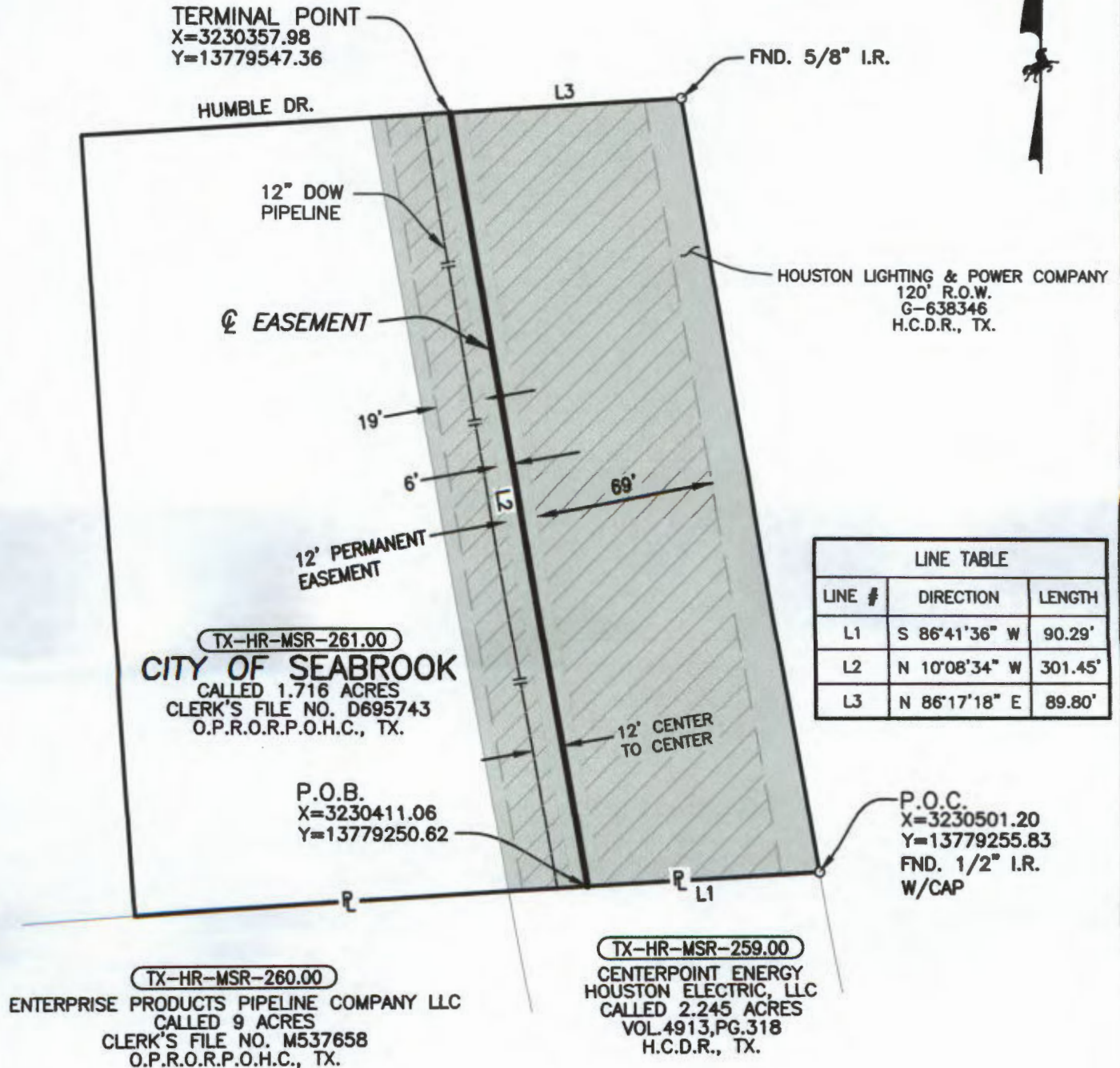
This description is based on a survey on file in the office of Doyle & Wachtstetter, Inc. Legal\terry\Dow Pipeline-Tx-Gv-msr-261.00 permanent Easement.doc

SITE:	DIVISION:	JOB NO:
LOCATION:		

HARRIS COUNTY, TX

R. MORRIS SURVEY, A-52

EXHIBIT "A"



I, TERRY SINGLETARY, REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE UNDER MY SUPERVISION, ON THE GROUND, AND THAT THERE ARE NO EXCESSES NOR INTRUSIONS ON THIS PROPERTY, EXCEPT AS SHOWN.
DATE SURVEYED: OCTOBER 2013.

CENTERPOINT EASEMENT

BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NSRS 2007), SOUTH CENTRAL ZONE, US SURVEY FEET, ELEVATIONS BASED ON THE NAVD 88 DERIVED FROM GPS OBSERVATIONS.

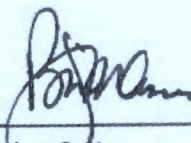
POWER OF ATTORNEY

Dow Hydrocarbons and Resources LLC, a limited liability company organized and existing under the laws of the State of Delaware, United States of America, having its principal place of business at 2030 Dow Center, Midland, Michigan 48674, U.S.A. ("DHR"), appoints Jere H. Dial as its attorney-in-fact with authority on behalf of and in the name of DHR, to negotiate and execute, with DHR's prior approval, miscellaneous agreements required in the ordinary course to secure easements, permits and licenses from third parties for pipelines and related pipeline facilities related to the construction of the PDH and LHC-9 plants at The Dow Chemical Company facility in Freeport, Texas, and to take any related action that may be necessary or appropriate to further or defend DHR's interests.

This Power of Attorney may not be delegated to others and will expire on May 1, 2017.

Dow Hydrocarbons and Resources LLC has duly executed this Power of Attorney effective as of May 1, 2015.

DOW HYDROCARBONS AND RESOURCES LLC

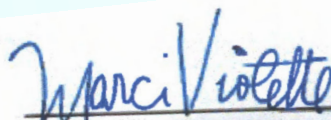


Brian J. Ames

UNITED STATES OF AMERICA)
STATE OF Michigan)
COUNTY OF Midland)

Subscribed and sworn to before me, a notary public, this 1 day of May, 2015.

MARCI VIOLETTE
NOTARY PUBLIC, STATE OF MI
COUNTY OF BAY
MY COMMISSION EXPIRES Nov 8, 2020
ACTING IN COUNTY OF Midland



Notary Public

DOW CONFIDENTIAL - Do not share without permission



May 14, 2015

Dow Hydrocarbons and Resources LLC
P. O. Box 4286
Houston, Texas 77210-4286

RE: Ethane Pipeline License Agreement
Proposed 12" Pipeline – Gulfstream MSP Project

To Whom It May Concern:

The City of Seabrook will execute an Ethane Pipeline License Agreement ("Agreement") with Dow Hydrocarbons and Resources LLC ("DHR LLC") for the right to lay a 12" pipeline for transportation of Ethane Gas contingent upon Seabrook City Council approval. This Letter Agreement is to complete the License Use Fee requirements with the City of Seabrook and DHR LLC's agreement and to pay **\$2,500.00 per rod for the pipeline contingent upon final approval by Seabrook City Council.**

This Letter Agreement binds and inures to the benefit the City of Seabrook and DHR LLC, and their respective heirs, personal representatives and successors.

Please acknowledge your acceptance and agreement by signing in the space provided below and returning one executed copy to me.

Sincerely,

A handwritten signature in cursive script that reads "Gayle Cook".

Gayle Cook
City Manager



City:
Accepted and Agreed to on May 27, 2015.
By: Gayle Cook
Print Name: Gayle Cook
Title: City Manager

DHR:
Accepted and Agreed to on MAY 19, 2015.
By: Sere H. Dial
Print Name: Sere H. Dial
Title: Attorney-in-Fact

WOOD GROUP MUSTANG, INC.Acting Agent for
Dow Hydrocarbons and Resources LLC.Land Account
Check RemittanceAttachment 6, Item # 4.3
Page 29 of 29Check Date: 05/27/15No. **1070**Agent: Todd H. ZimmermanAuthorized By: Paul GrandleCheck Amount: \$ 45,675⁰⁰

CODING INFORMATION

MEI Project #: 100502

AFE/PO: _____

Work Order #: _____

PAYMENT INFORMATION

Paid To: The City of SeabrookAddress: 1700 1st StreetSeabrook, TX 77586281.291.5188☐ Agency/Govt.☒ Landowner☐ Tenant☐ Other → _____Type of Payment: ☐ Damages☐ Fee Acquisition☐ Filing Fees☐ Permit☒ ROW☐ Other → _____Payment for: Pipeline ROW & Easement18.27 Rods @ 2,500 Rod = \$45,675⁰⁰Check Hand Delivered

PROPERTY INFORMATION

Document Type: ☐ Damage Report/Release ☐ Deed ☒ Easement/Servitude ☐ Lease ☐ License ☐ Permit ☐ Other → _____Pipeline # or Name: LHC9 12" EthaneROW Tract #: TX-HR-MSR-261.00Project Name: Gulfstream MSP LHC9County: HarrisState: TX

Subdivision/Legal: _____

Survey Name & No.: _____

Deed Reference: _____

Volume/Book: _____

Page: _____

Document No., Shelf, Reel, Film Case, etc.

IRS INFORMATION

1099 Reportable?

☐ No☐ Yes →

1099-S \$ _____

1099-Misc \$ _____

\$ _____

Right of Way Costs

Damages, Services, Other

Leases/Rentals

Tax Status?

☒ Corporation☐ Individual/Sole Proprietor☐ Partnership☐ Tax Exempt☐ Other → _____

SSN or T.I.N.

74-1402289

Failure to provide this information may result in federal income tax backup withholding. In addition, you may be subject to a penalty imposed by the Internal Revenue Service under section 6723.

Certification: The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid back-up withholding. I certify that the number shown on this form is my correct taxpayer identification number.

Landowner or Tenant Signature

Date

Landowner or Tenant Signature

Date

THE FACE OF THIS DOCUMENT CONTAINS MICROPRINTING

JPMORGAN CHASE BANK, N.A.

WOOD GROUP MUSTANG, INC.Acting Agent for
Dow Hydrocarbons and Resources LLC.

Land Account

Check No. **1070**Date: 05/27/2015PAY
TO THE
ORDER
OFCity of Seabrook1700 1st StreetSeabrook, TX 77586\$ 45,675⁰⁰

VOID AFTER 180 DAYS

Forty-Five Thousand Six Hundred Seventy-Five &09
100 DOLLARS

MEMO

TX-HR-MSR-261.00**NON-NEGOTIABLE**

AUTHORIZED SIGNATURE

Todd H. Zimmerman

PRINTED NAME

RESOLUTION NO. 2015-25

**SUBMISSION OF GRANT APPLICATION
FOR VIDEO VEHICLE CAMERA PROJECT**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS,
APPROVING SUBMITTAL OF APPLICATION FOR THE VIDEO VEHICLE CAMERA
PROJECT GRANT TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE
DIVISION AND APPOINTING THE CITY MANAGER AS THE AUTHORIZED
OFFICIAL FOR ADMINISTRATION OF THE GRANT.**

WHEREAS, the City of Seabrook finds it in the best interest of the citizens of Seabrook that the Video Vehicle Camera Project, ("Edward Byrne Justice Formula Grant (JAG) Program") be implemented in order to equip every marked police vehicle with a mobile video system and equip every sworn officer with a body camera in order to prevent and control crime and make improvements to the criminal justice system; and

WHEREAS, the City of Seabrook agrees that in the event of loss or misuse of the Criminal Justice Division funds, the City of Seabrook shall return all funds to the Criminal Justice Division in full; and

WHEREAS, the City of Seabrook designates Gayle Cook, City Manager, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Seabrook approves submission of the grant application for the Video Vehicle Camera Project to the Office of the Governor, Criminal Justice Division and appoints the City Manager as an authorized official to administer the subject grant.

PASSED, APPROVED, and ADOPTED on this 15th Day of September 2015.

CITY OF SEABROOK, TEXAS

Glenn R. Royal
Mayor

ATTEST:

Robin Hicks
City Secretary

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

Date of Application: 8/4/15 Name of Applicant: Mark Horton

Full Address of Applicant: 2929 Bay Area Blvd.

Day Time Phone (~~281~~) 284-1965 Night time phone (832) 561-4049

e-mail address: mhorton@ccisd.net

Name of Organization, Firm or Corporation on whose behalf this application is made:
Clear Lake High School Boys Cross Country Team

Address of Organization (if different from above): Same as above

City Houston State TX Zip Code 77058

Phone Number of Organization (if different from above): ()
Same

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

Requested Date(s) and Times of the Event:
7:00 a.m. - 2:00 p.m. - October 9th - Friday

Location of the Event: Miramar Park

Give a brief description of the event: Clear Lake High School
Cross Country Meet

Estimated No. of Workers 12 Estimated No. of Attendees 400

Will the event be held in a parking area? Yes. If so, how many parking spaces will be temporarily lost? Seabrook Pool Parking

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

Will any portion of this event be held on city property? If so, where?
Yes, Miramar Park

Will alcohol be served? No If so, you are required to pay an additional deposit if you wish to serve alcohol on city property. You must also contact the Texas Alcoholic Beverage Commission.

Will admission be charged for this event? No

Do you want to display temporary signs or banners to advertise this event? No

Number of signs for this event None Complete the sign permit application attached to the packet. **Please note that signs may only be displayed on private property, with the property owners' permission and with a city permit. Signs are not permitted in any street rights-of-way.**

If this event is a parade, please answer the following additional questions.

Proposed Route (Attach Map): None

Estimated number and kind of animals to be used: N/A

Estimated number of parade participants including, animals and riders, bicycle riders, animal-drawn vehicles, floats motor vehicles, motorized displays and marching units or organizations, such as bands, color-guards, and drill teams:

N/A

THIS SECTION NEEDS TO BE COMPLETED IN ORDER TO PROCESS YOUR APPLICATION.

This application has been reviewed by the Seabrook Police Chief or designee and the signature below verifies that adequate provisions for security have been made by the applicant.

Sean Wright
Print name
Police Department Representative

9-10-15
Date Approved

[Signature]
Signature
Police Department Representative

Comments: No Public Roadway Use, No Traffic Control
or Officer Assistance

I have enclosed the following items as part of my application:

- 1. A completed application form including approval by the Seabrook Police Department.**
- 2. Permit fee in the amount of \$ 50.00. (Non-profit organizations may substitute a letter of request to the City Council requesting a waiver of the permit fee.**
- 3. If event is a parade a deposit fee of N/A is included. Deposits are not waived.**
- 4. A certificate of insurance, naming the City of Seabrook as certificate holder. This insurance provides protection of not less than \$100,000 against liability for damages to property and protection of not less than \$100,000 for protection of injury to the death of one person and of not less than \$300,000 for protection against injury to death of two or**

more persons in a single accident or occurrence. (A sample certificate of insurance is enclosed.)

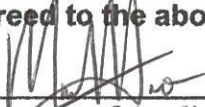
5. For special events, a site plan is attached as required by the Code of the City of Seabrook, Section 4.07. (See attached excerpt.)
6. For parades, a map showing the parade route is attached.

NO APPLICATION WILL BE ACCEPTED UNLESS ALL ITEMS LISTED ABOVE ARE PROVIDED.

As applicant, I certify that all information contained in this application is true and correct to the best of my knowledge. I state that I am fully authorized to act and contract for any persons, organizations, firms or corporations on whose behalf this application is made. As applicant for the above organization, I do contract and agree that they will jointly and severally, indemnify and hold the City of Seabrook harmless against liability for any and all claims for damage to property or injury to or death of persons arising out of or resulting from the issuance of the permit or the conduct of the participants. As applicant, I understand that I may be held liable as principal in place of the organization for the cost of cleaning or repairing city property which may have sustained damage as a result of the special event. I understand that a special events permit may be issued for no more than five consecutive days. If the permit is granted, I, as representative, agree to adhere to all city ordinances regarding the special event.

I understand that if I am applying to use a city park, community house or other city facility to hold this event, additional applications and fees will be required.

I understand that all required applications, accompanying documents and fees must be submitted to the City Secretary's Office at least 30 days prior to the date of the event, and that the event may not be held without approval of the Seabrook City Council. I have read and have agreed to the above conditions.



Signature of Applicant

Mark Horton

Printed Name of Applicant

8/4/15

Date Submitted

FOR OFFICE USE ONLY



Reviewed by City Secretary

8-10-15

Date

If applicable: Fire Marshal notified N/A Building Official Notified ✓ City Mgr ✓

This application has been reviewed by the Seabrook City Council on 9-15-15
and has been **APPROVED** **DENIED**.

The following conditions are placed upon this event: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/28/2015

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

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

PRODUCER Commercial Lines - (972) 588-6456 Wells Fargo Insurance Services USA, Inc. 5151 Belt Line Road, Suite 200 Dallas, TX 75254	CONTACT NAME: Susan E. Cash	
	PHONE (A/C, No, Ext): 972-588-6406	FAX (A/C, No): 855-605-8264
	E-MAIL ADDRESS: susan.e.cash@wellsfargo.com	
INSURED Clear Creek Independent School District Attn: Benefits/Risk Management P.O. Box 799 League City TX 77574	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Texas Political Subdivisions	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 9482683 **REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			15F0652	5/1/2015	5/1/2016	EACH OCCURRENCE \$ 1,000,000
	☒ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ Excluded
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 1,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	☐ N/A					E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Clear Lake High School Boys/ Girls Track Meet October 9, 2015 only

CERTIFICATE HOLDER

CANCELLATION

City of Seabrook
Mirmar Park
1109 Hammer St.
Seabrook, TX 77586

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

AUTHORIZED REPRESENTATIVE

CITY OF SEABROOK

***** REPRINT RECEIPT*****

REC#: 00635273 9/08/2015 4:14 PM
OPER: 017 TERM: 001
REF#: 480973

TRAN: 3.0000 LICENSES & PERMITS
CLEAR LAKE HS EVENT 10/9/15
CLEAR LAKE HS EVENT 10/9/2015
LICENSES & PERMITS/ 50.00CR

TENDERED: 50.00 CHECK
APPLIED: 50.00-

CHANGE: ----- 0.00



CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: September 9, 2015

Submitter/Requestor: Chief Wright

Date Submitted: September 8, 2015

Presenter: N/A

Description/Subject: *Monthly Public Safety Statistics Report August 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.

CLEMC REPORT **Seabrook Stats Report AUG15**

Allergic Reaction	0
Assist by EMS	4
Attempted Suicide	2
Breathing problems	2
Choking	0
CPR	1
CVA	1
Death Investigation	0
Diabetic	1
Drowning	0
Heart problems/pain	3
Injured person	23
Motor Vehicle Incidents	7
Medical Alert Alarm	0
OB Baby Call	0
Overdose	1
Seizure	3
Sick Call	29
Trauma Gunshot/Stabbing	0
fire stand-by	0
Unconscious	1
Total	78

Response Time

5Min54Sec

Council Stat Report

8/1/2015 - 8/31/2015

Offense Data

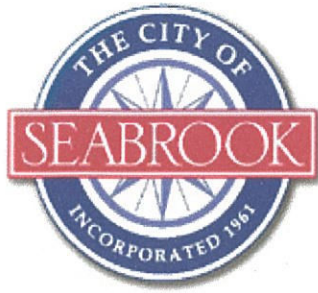
THEFT	7
(FSGI) ACCIDENT INVOLVING DAMAGE TO VEHICLE- CLASS B	4
FRAUDULENT USE/POSSESSION OF IDENTIFYING INFORMATION	4
BURGLARY OF MOTOR VEHICLE	3
ASSAULT BY CONTACT	2
HARASSMENT	2
SEXUAL ASSAULT OF A CHILD - OTHER THAN RAPE	2
UNAUTHORIZED USE OF A VEHICLE (AUTO)	2
VIOLATION OF PROTECTIVE ORDER OR MAGISTRATE ORDER	2
ASSAULT BY CONTACT F/VIO	1
ASSAULT BY THREAT	1
ASSAULT CAUSES BODILY INJURY	1
ASSAULT CAUSES BODILY INJURY- (FAMILY VIOLENCE)	1
ASSAULT WITH A FIREARM-AGGRAVATED	1
BURGLARY OF HABITATION / FORCIBLE ENTRY	1
CREDIT CARD OR DEBIT CARD ABUSE	1
CRIMINAL MISCHIEF	1
CRIMINAL TRESPASS	1
DRIVING WHILE INTOXICATED	1
DRIVING WHILE LICENSE INVALID (B)	1
EVADING ARREST OR DETENTION	1
FAILURE TO IDENTIFY	1
INTERFERE WITH EMERGENCY TELEPHONE CALL	1
OTHER NOT ON THE STATUE LIST	1
POSSESSION DANGEROUS DRUG	1
POSSESSION MARIJUANA<=2 OZ DRUG FREE ZONE	1
RECOVERED STOLEN VEHICLE	1
ROBBERY STRONG ARM	1
TERRORISTIC THREAT	1
Total Offense Reports:	48

Arrest Data

PUBLIC INTOXICATION	22
WARRANT - AGENCY	14
WARRANT - OTHER AGENCY	10
DRIVING WHILE LICENSE INVALID (C)	5
MINOR CONSUMPTION ALCOHOL	5
POSSESSION OF DRUG PARAPHERNALIA	5
FAILURE TO IDENTIFY	4
EVADING ARREST OR DETENTION	3
FAIL TO SIGNAL LANE CHANGE	3
TRAFFIC OFFENSE	3
DISORDERLY CONDUCT #1 - ABUSIVE LANGUAGE	2
DRIVING WHILE INTOXICATED	2
DRIVING WHILE LICENSE INVALID (B)	2
FAIL TO CHANGE ADDRESS ON DL	2
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY - C	2
VIOLATION OF PROTECTIVE ORDER OR MAGISTRATE ORDER	2
(FSGI) ACCIDENT INVOLVING DAMAGE TO VEHICLE- CLASS B	1
ASSAULT BY CONTACT	1
CRIMINAL MISCHIEF	1
CUT ACROSS DRIVEWAY TO MAKE TURN	1
DEFECTIVE HEADLAMPS	1
DEFECTIVE STOP LAMPS	1
EXPIRED LICENSE PLATES	1
FAIL TO DRIVE IN SINGLE MARKED LANE	1
FAIL TO MAINTAIN SINGLE LANE	1
FAIL TO YIELD ROW TO EMERGENCY VEHICLE	1
FAILURE TO MAINTAIN PROPER IDENTIFYING MARKINGS	1
IMPEDING TRAFFIC	1
LC - OPERATION OF VEHICLES IN PARKS OR OTHER PUBLIC PROPERTY	1
LP - FAIL TO OBEY CITY PARK FACILITY REGULATION	1
MINOR POSSESSION ALCOHOL	1
NO DL	1
NO FRONT LICENSE PLATE OR INSIGNIA	1
OTHER NOT ON THE STATUE LIST	1
POSSESSION MARIJUANA<=2 OZ DRUG FREE ZONE	1
POSSESSION OF SUBSTANCE IN PENALTY GROUP 3	1
SEATBELT VIOLATION - UNSECURED CHILD >8YO <17YO	1
THEFT	1
Total Arrests:	77
Total Charges:	108

CALL FOR SERVICE DATA

TRAFFIC STOP	565
SUSPICIOUS CIRC PERSON VEHICLE	115
CVE INSPECTION	55
DISTURBANCE	50
MINOR ACCIDENT	46
ALARM BURGLAR	37
ASSIST BY LAW	30
ASSIST CITIZEN	22
INTOXICATED DRIVER PERSON	21
THEFT	19
LOUD MUSIC NOISE	16
PARKING VIOLATION	16
RECKLESS DRIVER CONDUCT	16
TRAFFIC HAZ PROB DIRECT RELAT	15
TRESPASS	15
FOLLOW UP	14
WELFARE CONCERN	11
DISABLED VEHICLE	10
CIVIL PROBLEM STANDBY	9
ANIMAL CONTROL PROBLEM	8
FLAGDOWN	8
CRIMINAL MISCHIEF	7
HARASSMENT	7
ID THEFT	7
PROPERTY LOST RECOVERED	7
VIOLATION CITY ORDINANCE	7
ALARM PANIC	6
BURGLARY	6
ABUSE NEGLECT CHILD ELDERLY	3
ACCIDENT MAJOR	3
STRUCTURE FIRE	3
UNAUTHORIZED USE OF M/V	3
VEHICLE IN THE DITCH	3
ABANDONED VEHICLE	2
ALARM HOLD UP	2
FRAUD	2
LOST MISSING RECOVERED ABDUCTD	2
OFFICER ASSIST	2
ROBBERY	2
SEXUAL ASSAULT	2
WEAPONS OFFENSES	2
911 HANG UP	1
ASSAULT	1
NARCOTICS VIOLATION	1
POLICE PURSUIT	1
PRISONER PROCESS	1
VIOLATION OF PROTECTIVE ORDER	1
Total CFS:	1182



CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: September 15, 2015

Submitter/Requestor: Sean Landis

Presenter: Sean Landis

Description/Subject: Monthly Building Department Report for August 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 August, there was two (2) residential permits issued totaling \$1,052,141.51
No new commercial permits were issued in September.

Recommended Action:

Attachments:

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

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 August 2015

PERMIT TYPES	# ISSUED	VALUATION	FEES PAID
New Residential	2	\$1,052,141.51	\$5,025.00
Building Additions	13	\$255,387.00	\$2,400.50
New Commercial	0	\$0.00	\$0.00
Commercial Additions	18	\$63,000.00	\$1,350.00
New City	0	\$0.00	\$0.00
City Additions	0	\$0.00	\$0.00
Electrical	13	\$83,075.00	\$1,102.00
Fill	0	\$0.00	\$0.00
Irrigation	3	\$141,378.28	\$3,156.75
Mechanical	15	\$131,307.25	\$1,859.00
Plumbing	15	\$98,770.00	\$800.00
Sign	1	\$8,000.00	\$105.00
Demolition	0	\$0.00	\$0.00
Fire/Sprinkler	1	\$1,100.00	\$0.00
Miscellaneous	5	\$106,035.00	\$936.00
Lien pay out		\$0.00	\$0.00
TOTALS	86	\$1,940,194.04	\$16,734.25

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	2	\$1,052,141.51	15	\$349,387.00	18	\$63,000.00	0	\$0.00	5	\$21,135.00	13	\$ 83,075.00	3	\$141,378.28	15	\$ 131,307.25	15	\$ 98,770.00	86	\$1,940,194.04	58	\$ 996,279.95
September							0	\$0.00										0	\$0.00	64	\$32,767,258.41	
Y-T-D TOTALS	27	\$7,013,673.08	134	\$2,966,337.20	39	\$11,331,751.63	0	\$0.00	69	\$1,730,808.64	176	\$4,674,159.66	13	\$198,535.24	137	\$3,375,551.12	180	\$4,481,369.70	775	\$35,772,186.27	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	\$16,734.25
March	\$18,356.00	September	
Y-T-D Total		\$ 223,690.05	

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

New Residential Buildings	
	27

	#	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		\$ 3,577.12		\$ 8,078.10
March	7	\$ 11,679.36	7	\$ 25,288.30	September				
Y-T-D Total						16	\$42,064.91	14	\$75,707.00

Fire Inspector Report for August 2015

New (or annual) Inspections	22
Re-inspections (follow-ups)	14
Plan Reviews	2
Investigations	1
Consultations	3
Total Inspections	42
Outstanding Inspections	32

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {08/01/2015} And
{08/31/2015}NMYER2401 Seabrook Int. CCISD
2401 Meyer RD
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
08/07/2015		230 INSPECTION - Building	0.00	
08/17/2015		123 PLAN REVIEW - Ansul System	0.00	
08/17/2015		201 INSPECTION - Final	0.00	
08/19/2015		221 INSPECTION - Fire Alarm	0.00	
08/19/2015		225 INSPECTION - Ansul Final	0.00	
08/20/2015		110 PLAN REVIEW - Site	0.00	
08/21/2015		810 CONSULTATION - Site	0.00	
08/21/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 8			0.00	

BAYPORT1725 Sno Cione Express
1725 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
08/14/2015		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
08/28/2015		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

REPSDORPH240 Teakwood Apartments
2401 Repsdorph
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
08/28/2015		205 INSPECTION - Follow Up	0.00	
08/28/2015	14:44			

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {08/01/2015} And
{08/31/2015}BAYA02 Bay Area Houston Magazine
1108 N Meyer RD
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
08/28/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

NASA2830 Bay Area Transmission
2830 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
08/28/2015		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
08/07/2015		290 INSPECTION - Other	0.00	
08/28/2015		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 2			0.00	

BLUE Blue Dolphin Yachting
500 Blue Dolphin DR
P.O. Box 123
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
08/28/2015		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {08/01/2015} And
{08/31/2015}VACA01 Cell Wizard
 1002 Meyer RD
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
08/21/2015		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

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

Date	Time	Type	Staff Hrs	Fee
08/28/2015		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

NASA2901 Comfort Inn & Suites
 2901 Nasa
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
08/07/2015		290 INSPECTION - Other	0.00	
08/14/2015		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 2			0.00	

NASA3140 Dr. J R Richardson
 3140 Nasa
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
08/28/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {08/01/2015} And
{08/31/2015}HIALEAH Forever Memories
1908 Hialeah DR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
08/14/2015		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

GLEN01 Glendora Archibald (Foster Care)
1861 Dolphin DR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
08/07/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

NASA3000 Hampton Inn
3000 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
08/26/2015		821 CONSULTATION - Fire Alarm	0.00	
08/27/2015		821 CONSULTATION - Fire Alarm	0.00	
Total Activities for Occupancy: 2			0.00	

BAYPORT2018 KFC Taco Bell
2018 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
08/14/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {08/01/2015} And
{08/31/2015}SECONDST1710 Lyna Dry Cleaners
1710 2nd (Second) ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
08/28/2015		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT2164 McDonalds
2164 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
08/14/2015		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
08/28/2015		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

PHOT01 Photojenic Inc
1406 2nd (Second) ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
08/21/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT2200 Popeye`s
2200 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
08/28/2015	14:44			

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {08/01/2015} And
{08/31/2015}BAYPORT2200 Popeye's
2200 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
08/14/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

NASA2720 Quality Inn
2720 Nasa
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
08/28/2015		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

REPSDORPH255 Regatta Bay Apartments
2555 Repsdorph
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
08/28/2015		740 INVESTIGATION - False Alarm	0.00	
Total Activities for Occupancy: 1			0.00	

SEAB03 Seabreeze Condos 911 Box
709 Gale ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
08/07/2015		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

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

Date	Time	Type	Staff Hrs	Fee
08/28/2015	14:44			

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {08/01/2015} And
{08/31/2015}REPSDORPH240 Teakwood Apartments
2401 Repsdorph
Seabrook, TX 77586

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

BAYPORT1105 The Kafarhause
1105 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
08/14/2015		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
08/07/2015		222 INSPECTION - Sprinkler System	0.00	
Total Activities for Occupancy: 1			0.00	

TOWE03 Towers @ Seabrook Bldg 8
330 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
08/14/2015		222 INSPECTION - Sprinkler System	0.00	
Total Activities for Occupancy: 1			0.00	

TOWE02 Towers @ Seabrook Bldg 9
330 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 {08/01/2015} And
{08/31/2015}TOWE02 Towers @ Seabrook Bldg 9
330 Bayport Blvd (SH 146)
Seabrook, TX 77586

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

SEABROOKCIR2 Waffle House
2102 Seabrook CIR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
08/14/2015		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT1408 Whataburger
1408 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
08/14/2015		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
08/14/2015		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

Grand Total Activities: 41

Grand Totals: 0.00 0.00

08/14/2015 205 INSPECTION - Follow Up 0.00

The City Council of the City of Seabrook met in regular session on Tuesday, August 18, 2015 at 7:00 p.m. in Seabrook City Hall, 1700 First Street, Seabrook, Texas to discuss, consider and if appropriate, take action on the items listed below.

THOSE PRESENT WERE:

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

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)

Gayle Cook, City Manager, recognized the Community Development Department, specifically Alesia Hammock, for their hard work in putting together the Comprehensive Master Plan Review community workshop on July 30 at Bay Elementary. Ms. Cook gave special credit and thanks to Alesia for not only coming up with the idea of giving away door prizes at the meeting, but for also personally making face to face visits to local businesses to solicit those prizes. Everyone that attended truly enjoyed the workshop. Sean Landis, Assistant City Manager, wanted to reiterate that the workshop was a team effort with all City departments.

1.2 Presentation by Offshore Thunder Productions in regards to 2015 Texas Outlaw Challenge held June 17-21. (Paul Robinson)

Mr. Paul Robinson, with Offshore Thunder Productions, stated 2015 was the 8th annual Texas Outlaw Challenge event. The size of the event has grown locally and nationally, with people coming from all over to attend. There were 205 teams this year, and a record number of people, with 85 volunteers and 63 local and national sponsors. Area hotels were filled, and Best Western gave complimentary rooms to sponsors. The shootout is now a national news item, with a record speed of 201.8 mph. There are eight charities benefitting from the Outlaw Challenge, including Families Experience with Downs Syndrome - \$1000; Lions Club, which works the gate for the event - \$2500; The Bridge Women's Shelter - \$1000; and Shriner's Hospital - \$1000. One hundred percent of the tickets sales at the gate go to the charities. In 2016 the Texas Outlaw Challenge is predicted to bring international visitors to the area. As a token of appreciation to the City for its sponsorship, Mr. Robinson presented the City with the Texas Outlaw Challenge "Gun" award.

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)

Gayle Cook, City Manager, stated there will be no presentation by the Port of Houston Authority. The presentation will be on a future agenda.

2.0 PUBLIC COMMENTS AND ANNOUNCEMENTS - none

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

Councilor Giangrosso made announcements about several events, including the Harris County Mayors' and Council Association dinner Thursday night, August 20, at which Jeff Galyean, Emergency Management Coordinator for the City of Seabrook, will be speaking.

3.0 CONSENT AGENDA

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

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

3.3 Approve Monthly Building Report for July 2015 (Landis)

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

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

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

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

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)

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

To approve the Consent Agenda, as presented.

MOTION CARRIED BY UNANIMOUS CONSENT.

END OF CONSENT AGENDA

4.0 NEW BUSINESS

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

Gayle Cook, City Manager, introduced Matt Weatherly with Public Sector Personnel Consultants (PSPC) which was the successful bidder through the Request for Proposal process. PSPC has worked with 75 different cities in Texas, including Galveston and other Seabrook neighbors. Mr. Weatherly explained that one of the first steps of the compensation study is to look at comparable cities and focus on the collection of salary and benefits data to answer three questions: 1) where are we; 2) where do we want to be; and 3) how do we stand up against those around us. Seabrook's last compensation study was completed in 2007, and studies are typically completed every 7-10 years. PSPC will communicate with Council while gathering data, to obtain Council direction. The study will not result in everyone receiving a pay increase, but will be much more strategic and systematic, answering bigger picture questions, to arm Council with data for assistance with policy making and long term strategy. Regardless of the numbers, who Seabrook competes with is factual, and who Seabrook wants to pay like is an internal policy directive. PSPC will hold conversations with senior staff to find out where Seabrook gets people and where Seabrook loses people. Services and geography will define the market, with commuting as a key factor. PSPC will look at similar or same comparators for all jobs, looking at Baytown, Deer Park, Nassau Bay, LaPorte, West University, Pasadena,

Pearland, Sugar Land, Tomball, Webster, and Katy with some hotel occupancy comparison. In addition, some jobs have portability between private and public sectors, in particular, quasi-governmental water authority jobs; therefore, private sector data will also be collected. PSPC will ultimately be able to give Council options based on, but not limited to, recruitment realities, turnover realities, incentives, what the jobs are worth, benefits, certification pay (specialized included), health insurance contribution (by the employer), work atmosphere, and employee satisfaction. Comparable cities were selected from talking to Directors and from looking around at Seabrook's neighbors. The approach is a whole job analysis, looking at specialists versus generalists, and PSPC will make accommodations for job comparison with larger cities (Baytown, Pearland, Sugar Land), so bigger cities might be leveled out. The target completion is 90-120 days.

Council discussed list of comparable cities.

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

To approve the following list of comparable cities: Baytown, Deer Park, Nassau Bay, La Porte, League City, West University, Pasadena, Pearland, Sugarland, Tomball, Webster, and Katy, with the addition of Bellaire and Harris County Constable Precinct 8.

MOTION CARRIED BY UNANIMOUS CONSENT.

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)

Sean Landis, Assistant City Manager, stated the Local Government Code requires cities to update the land use assumptions, capital improvements plan and impact fees every five years. The last study was approved in 2005 for a period through 2014. State Law requires the City to hire a qualified engineer to update the study. Available proceeds from the impact fees will fund the update of the plan. The scope of services includes updating the impact fee study with recently constructed projects, CIP and future projects, water use data, and water demands; performing impact fee calculations; conducting meetings with the Planning and Zoning Commission; and presenting the updated study results to City Council. The deadline for completion is December 2015, and impact fees will be suspended until the study is updated.

The Mayor stated he is getting complaints about impact fees. Mr. Landis explained the Local Government Code dictates how the analysis is conducted, based on maps and CIP's. The process is scientific rather than subjective. City of Seabrook fees have stayed pretty static to date, based on future development and growth. At the Mayor's request, staff will conduct research when the study is completed, to see if Seabrook's impact fees are comparable to surrounding municipalities' impact fees.

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

To approve 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.

MOTION CARRIED BY UNANIMOUS CONSENT.

5.0 OLD BUSINESS

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)

Gayle Cook, City Manager, explained this is the last bill from AT&T on the Waterfront Drive Improvement Project, which is higher than the estimate final bill amount assigned when the agreement with AT&T was signed. The agreement required AT&T to let the City know if changes to the final bill were anticipated. The project was ultimately delayed due to issues with the contractors, with no notification from AT&T regarding change in final bill estimate. Staff did not want to go back to EDC for the funds, nor take the money from the general fund. The General Land Office has agreed to transfer funds from the CDBG disaster recovery contract funds to pay this final bill. Ms. Cook recommends paying the bill under protest to AT&T regarding the lack of notification about the change in amount. The project has been closed; therefore, there is no risk at this time in submitting funds for payment, and if the CDBG funds from the GLO are not used, the transfer of funds will no longer be valid at some point and the money will be lost. Staff has protested as much as possible to this point without going to the next step legally.

Motion was made by Councilor Llorente and seconded by Councilor Adovasio

To approve the final bill and payment of \$119,585.84, under protest regarding the lack of notification, and authorizing staff to pursue any legal remedies necessary.

MOTION CARRIED BY UNANIMOUS CONSENT.

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.**

Councilor Adovasio asked if EDC had decided on a reimbursement policy. Gayle Cook, City Manager, explained EDC is considering the reimbursement policy. Councilor Miller and Mayor Royal, both members of the Economic Development Corporation Board, stated the EDC Board was in favor of approving a reimbursement package for actual expenses and they would like a formal process to be in place.

Mayor Royal reiterated that Council has heard two individuals in opposition of the name change, and other than those two individuals, no names have been given to Council in opposition and no other persons have reached out to the Mayor or Council with concerns. Councilor Miller advised he actively sought out citizens in opposition and didn't find anyone. Councilor Giangrosso pointed out that no one said anything about the renaming at the recent Comprehensive Master Plan public meeting.

Motion was made by Councilor Miller and seconded by Councilor Johnson

To approve on second and final reading proposed Ordinance No. 2015-14, "Amendment to the Official Street Map to Rename Second Street to Main Street."

MOTION CARRIED BY UNANIMOUS CONSENT.

6.0 ROUTINE BUSINESS

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

Hwy 146 – Periodic meetings, every month or every other month, have been set up with TXDOT. The first meeting is September 21, and they have indicated the right-of-way (ROW) maps might be the final maps to release. The Mayor has been asked to be a panelist on Oct. 22 at 10:30am at the Mobility Matters 2nd Annual Symposium, and he will be speaking about Hwy. 146. The Houston District Engineer for TXDOT has stated the number one priority project in Houston is the expansion of Highway 146.

Strategic plan – There is nothing new to report at this time.

Bond updates – Staff and architects met today on the Public Works facility. Staff will have an updated timeline for the project next week to give Council. Bid packages will be ready in October. A restroom will be put in with the splash pad. The clock at the traffic circle is functioning, and a request for proposal on the landscaping will be published in the next three or four weeks. Staff is pricing a barrier wall around the circumference of the clock. The Mayor reports he has heard a lot of good feedback about the clock.

Motion was made by Councilor Giangrosso and seconded by Councilor Johnson.
To approve the action items checklist.

MOTION CARRIED BY UNANIMOUS CONSENT.

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

Council meetings are on the regular schedule of first and third Tuesdays of every month.

7.0 DISCUSSION ITEMS

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

Gayle Cook, City Manager, stated that during Public Comment at a recent Council meeting staff was asked about larger bins for recycling, which was a topic of conversation with the vendor during contract negotiations last year. Because recyclables are coming in with trash, bags, and food, which have to be sorted out before other items can be recycled, the price has increased considerably. Last year larger recycle bins would have cost \$1.70-\$2.00 per month per customer. This year the cost would be \$3.35 per customer per month, with weekly pickup of a 96 gallon bin and an amortization of the cost of the cart over a five year period.

Another option would be to not extend the current contract, and provide weekly pickup at \$5.00 per month per customer.

Motion was made by Councilor Llorente and seconded by Councilor Adovasio

To table this item until staff has had time to look at other options.

MOTION CARRIED BY UNANIMOUS CONSENT.

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 (PHA). (Cook)

Council did not hold a closed executive session.

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 (PHA). (Cook)

With closed executive session not held, Council did not reconvene in open meeting, and no action was taken.

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Upon motion duly made and seconded, Mayor Royal adjourned the meeting at 8:25 p.m.

Approved this 15th day of September 2015.

Glenn R. Royal
Mayor

Robin Hicks
City Secretary



CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: TUESDAY, SEPTEMBER 15, 2015

Submitter/Requestor: Sean Landis

Date Submitted: 9/8/2015 11:08:34 AM

Presenter: Sean Landis

Description/Subject:

Request by Dow Hydrocarbons and Resources LLC for a variance from Seabrook Ordinance No. 2014-13, Art 1, 6-17-2014, Sec. 62-5.8. Emergency Pipeline Shutoff Valves.

Purpose/Need: Administration Issue

Background/Issue(What prompted this need):

Dow Hydrocarbons and Resources LLC ("DHRLLC"), a Delaware Limited Liability Company, has submitted a pipeline application for a 12-Inch (12") Ethane Pipeline to the City of Seabrook ("City") on August 6, 2015. Pursuant to the City of Seabrook's Pipeline Ordinance, DHRLLC is respectfully requesting a variance from Ordinance No. 2014-13, Art. 1, 6-17-2014, Sec. 62-5.8. Stating: *"A minimum of two emergency shutoff valves shall be required at entry and exit points for new construction."*

Impacted Parties(Expected/Notified):

Miscellaneous Comments:

On August 20, 2015, City Staff met and review an application along with construction drawings from Wood Group Mustang Inc. for a permit to construct a new pipeline thru the City of Seabrook. During the review staff found that the design did not include the required two shut off valves, one as the pipeline enters the city and the second where the pipeline exits the city.

City Staff contacted the applicant informing them of the deficiency. The applicant inquired about a variance, staff informed them of the process. On August 28, 2015, the City received the attached letter requesting a variance to Ordinance No. 2014-13, Art 1, 6-17-2014, Sec. 62-

5.8. Emergency Pipeline Shutoff Valves.

DHRLLC is requesting a variance from this ordinance requirement because they feel that the ordinance requirement for two valves poses structural challenges, they also feel that it creates unintended hardships on utility companies and private property owners. Additionally, they feel the requirement does not increase public safety on the pipeline as one may expect.

Attachments:

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

Variance Request Letter and Permit Application

Project Cover Letter

Seabrook Pipeline Ordinance

**Engineered Construction Drawings Including Profiles
pipeline regulations**

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

Funding Comments:

Where on the agenda should this item be placed?

New Business

Suggested Motion:

Agenda Language:

Consider approval of request by Dow Hydrocarbons and Resources, LLC, for a variance from Seabrook Ordinance No. 2014-13, Art. 1, 6-17-2014, Sec. 62-5.8, Emergency Pipeline Shutoff Valves. (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.)



Dow Hydrocarbons and Resources LLC

A Subsidiary of The Dow Chemical Company

P O Box 4286

Houston, TX 77210-4286

1254 Enclave Parkway

Houston, TX 77077-1607

**STATEMENT OF DOW HYDROCARBONS AND RESOURCES LLC
TO ACCOMPANY PIPELINE PERMIT APPLICATION FOR
THE GULFSTREAM MSR 12" ETHANE PIPELINE**

Under Ordinance 2014-13 of the City of Seabrook ("City"), titled "Pipeline Regulations," Dow Hydrocarbons and Resources LLC ("DHRLLC") makes the following statements:

SECTION 62-5(10)

The DHRLLC 12" MSR Ethane Pipeline will comply with all applicable standards required by Chapter 62 of the Codes of Ordinances of the City as well as all other applicable federal, state and local laws and regulations.

SECTION 62-5(11)

DHRLLC will, at any time in the future and upon proper notice, where the 12" MSR Ethane Pipeline crosses or is laid within, under or across any street, road or utility right-of way, drainage way or public way owned by the City, and existing or projected at the time the Pipeline Permit is issued by the City, reposition the pipeline at DHRLLC's sole expense, when the City reasonably requires the action incidental to public construction or public improvement: construction, maintenance and improvement of streets, water lines, sanitary sewer lines, storm sewers, ditches and public utilities. DHRLLC will make every reasonable effort to complete the repositioning within 6 months after official notification is made by the City.

SECTION 62-5(12)

DHRLLC will notify the Director of Community Development at least 48 hours prior to performing any scheduled repairs or maintenance on the pipeline except in the case of an emergency, in which case DHRLLC will notify the City Police Department Dispatcher as soon as practical but no later than 1 hour after commencing the repairs or maintenance.

SIGNATURE: _____

NAME: Jere H. Dial

TITLE: Agent and Attorney in Fact

DATE: MAY 19, 2015

PIPELINE DESIGN DATA1.0 GENERAL INFORMATION

1.1 APPLICANT/OWNER: DOW HYDROCARBON AND RESOURCES LLC
C/O THE DOW CHEMICAL COMPANY
1254 ENCLAVE PARKWAY
HOUSTON, TX. 77077
ATTENTION: MR. JERE DIAL (281) 966-4068

1.2 PIPELINE NAME: 12" MSR PIPELINE

1.3 PRODUCT: ETHANE

2.0 PIPELINE DESIGN DATA

2.1 DESIGN CODES: CODE OF FEDERAL REGULATIONS
TITLE 49, PART 192
MINIUM FEDERAL STANDARDS FOR THE
TRANSPORTATION OF HAZARDOUS GAS BY PIPELINE
THE AMERICAN SOCIETY OF MECHANICAL ENGINEERS
ASME B31.4. PIPELINE TRANSPORTATION FOR LIQUIDS
ASME B31.8 GAS TRANSMISSION AND DISTRIBUTION

2.2 DESIGN PRESSURE: 2160 PSIG (MAXIMUM ALLOWABLE OPERATING PRESSURE)

2.3 TEST PRESSURE: 3240 PSIG (MINIMUM TEST PRESSURE) X 24 HRS

3.0 CARRIER LINE PIPE AND CROSSING PIPE DATA

<u>ITEM</u>	<u>LINE PIPE</u>
3.1 OUTSIDE DIAMETER:	12.750"
3.2 WALL THICKNESS:	0.312" AT CLASS 1 LOCATIONS 0.438" AT CLASS 3 LOCATIONS AND HDDS
3.3 SPECIFICATION:	API 5L 2M or N X65
3.4 SPECIFIED TENSILE:	77,000 PSI (MIN) YIELD PROPERTIES
3.5 MATERIAL:	CARBON STEEL
3.6 PROCESS OF MFG:	ELECTRIC RESISTENCE WELDED (ERW)
3.7 EXTERIOR COATING:	FUSION BONDED EPOXY

4.0 CATHODIC PROTECTION RECTIFIER IMPRESSED CURRENT

5.0 CONSTRUCTION METHODS

5.1 0.312 wt PIPELINE INSTALLED BY OPEN CUT WITH MINIMUM COVER OF 39"
5.2 0.438 wt PIPELINE INSTALLED UNDER ROADWAYS BY HDD WITH MINIMUM COVER OF 6 FT
5.3 0.438 wt PIPELINE INSTALLED UNDER RAILROADS BY HDD WITH MINIMUM COVER OF 25 FT
5.4 0.438 wt PIPELINE INSTALLED UNDER WATERWAYS WITH MINIMUM COVER OF 25 FT

DOW HYDROCARBON AND RESOURCES LLC**12" ETHANE GAS PIPELINE**

Sheet 1

DRAWN BY
HDG

CHECKED BY

APPROVED BY

REVISION

DATE:04-09-15

DRAWING NUMBER:

-0-

WGMI Job # 100502

SITE:	DIVISION:	JOB NO:
LOCATION:	HARRIS COUNTY, TEXAS	

(TX-HR-MSR-240.01)
THE REGATTA INN INC.
CALLED 11.21 ACRES
VOL.998,PG.408
H.C.D.R., TX.

0+00 R.O.W.
0+03 CONCRETE
0+05 POWER U.G.
0+07 TOP OF BANK
0+08 TOP OF CURB
0+09 EDGE OF ROAD
0+20 SHIPYARD DR. (CONCRETE)
0+30 6" UNKN. PIPELINE (5.21' COV.)
0+31 EDGE OF ROAD
0+32 TOP OF CURB
0+33 TOP OF BANK
0+38 CONCRETE
0+43 CONCRETE
0+47 DITCH
0+61 TOP OF BANK
0+62 POWER U.G. (5.6' COV.)
0+66 TOP OF BANK
0+76 R.O.W.

(TX-HR-MSR-243.03)
CENTER POINT ENERGY
HOUSTON ELECTRIC, LLC
CALLED 6.076 ACRES
VOL.4363,PG.467
H.C.D.R., TX.

**PROPOSED
12" PIPELINE**

① X=3232077.20
Y=13770141.12

② X=3232071.78
Y=13770167.97

SCALE: 1"=30'
PLAN

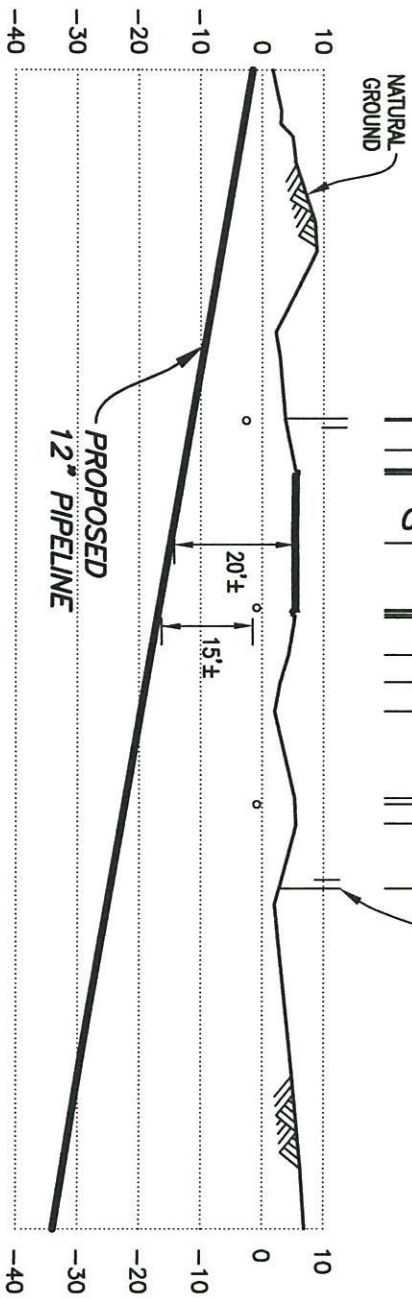
TOWER # 2898



0+00 R.O.W.
0+03 CONCRETE
0+05 POWER U.G. (5.1' COV.)
0+07 TOP OF BANK
0+08 TOP OF CURB
0+09 EDGE OF ROAD
0+20 SHIPYARD DR. (CONCRETE)
0+30 6" UNKN. PIPELINE (5.21' COV.)
0+31 EDGE OF ROAD
0+32 TOP OF CURB
0+33 TOP OF BANK
0+38 CONCRETE
0+43 CONCRETE
0+47 DITCH
0+61 TOP OF BANK
0+62 POWER U.G. (5.6' COV.)
0+66 TOP OF BANK
0+76 R.O.W.

PIPELINE WARNING SIGN
(TYP. BOTH SIDES)

W. Raymond Ang
3-24-2015



PROFILE
SCALE: 1"=30' HORIZ.
1"=30' VERT.

PIPE SPECIFICATIONS
12.750" O.D. x 0.438" W.T., APL 5L 2 M OR N X65
DUAL FBE WITH ARO FBE TOPCOAT, 35-40 MILS.
MOP: 2160 PSIG
TEST PRESSURE: 3020 PSIG
PRODUCT: ETHANE
CONSTRUCTION METHOD: HDD



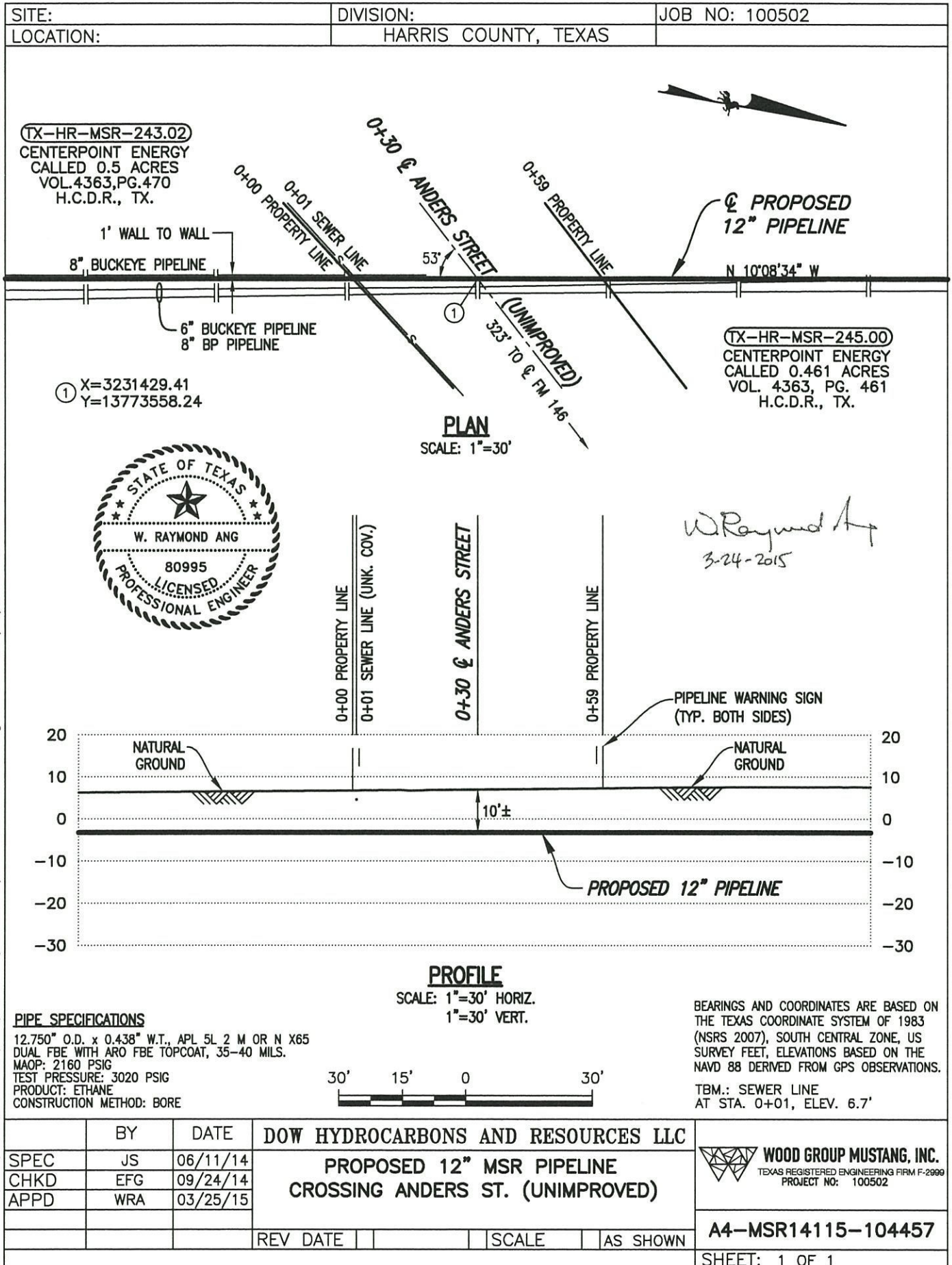
BEARINGS AND COORDINATES ARE BASED ON
THE TEXAS COORDINATE SYSTEM OF 1983
(NSRS 2007), SOUTH CENTRAL ZONE, US
SURVEY FEET, ELEVATIONS BASED ON THE
NAVD 88 DERIVED FROM GPS OBSERVATIONS.
TBM: TOP OF BANK
AT STA. 0+07, ELEV. 5.51

SPEC	BY	DATE
CHKD	DP	06/11/14
APPD	WRA	03/25/15

**PROPOSED 12" MSR PIPELINE
CROSSING SHIPYARD DRIVE**



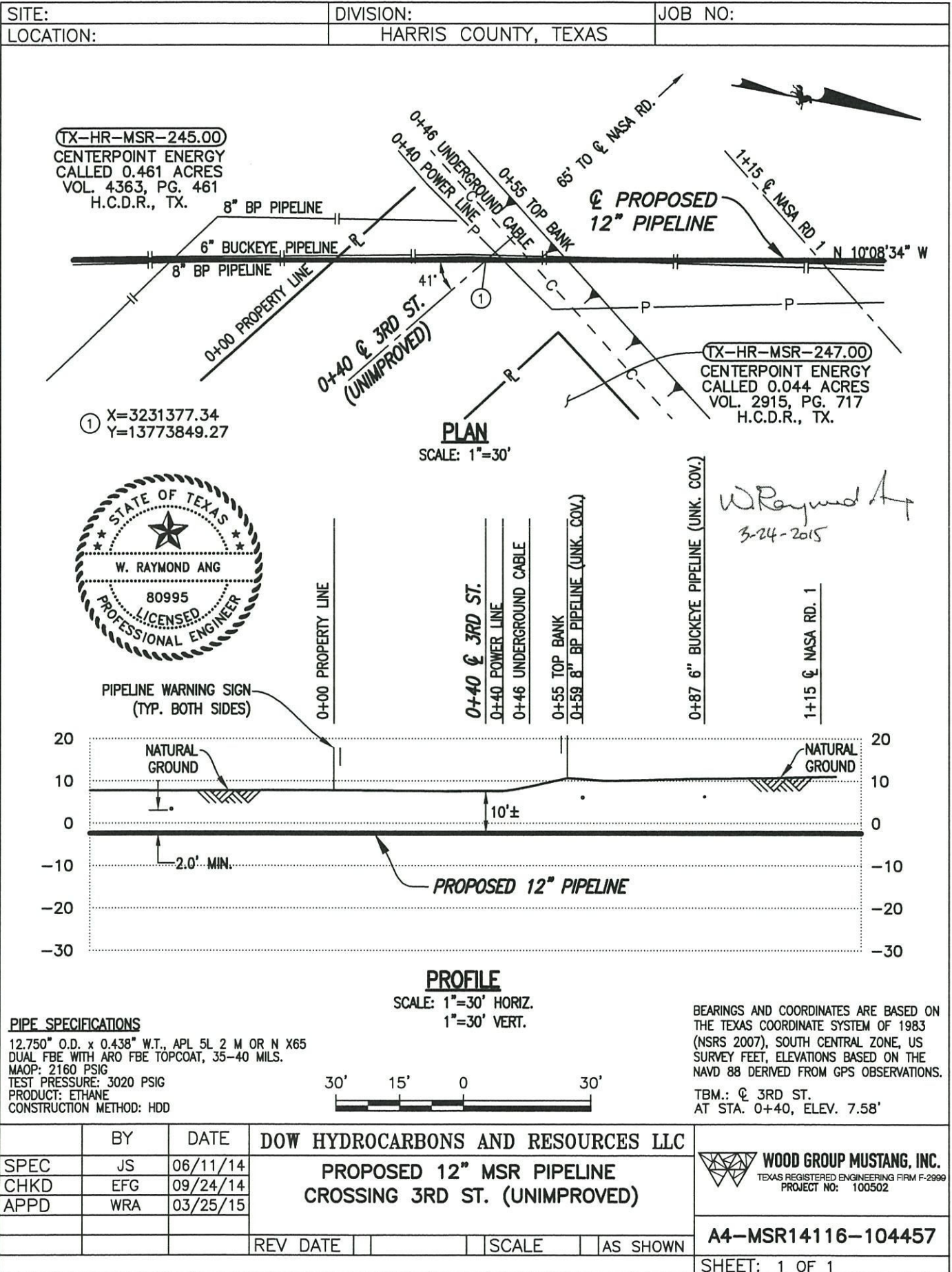
A4-MSR14114-104457



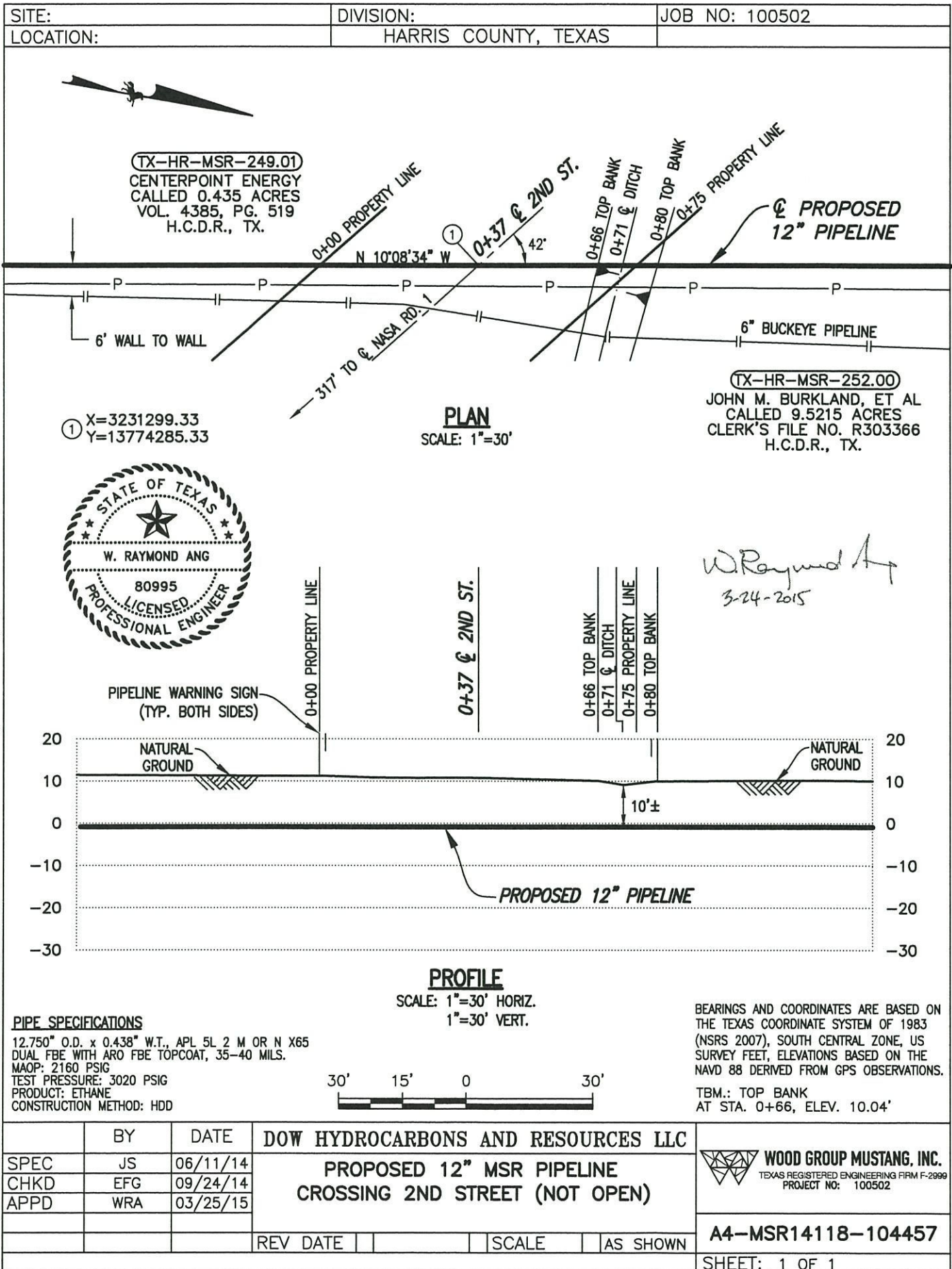
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\$TIME \$DATE \$PERSON \$FILENAME

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\$DATE
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\$FILENAME



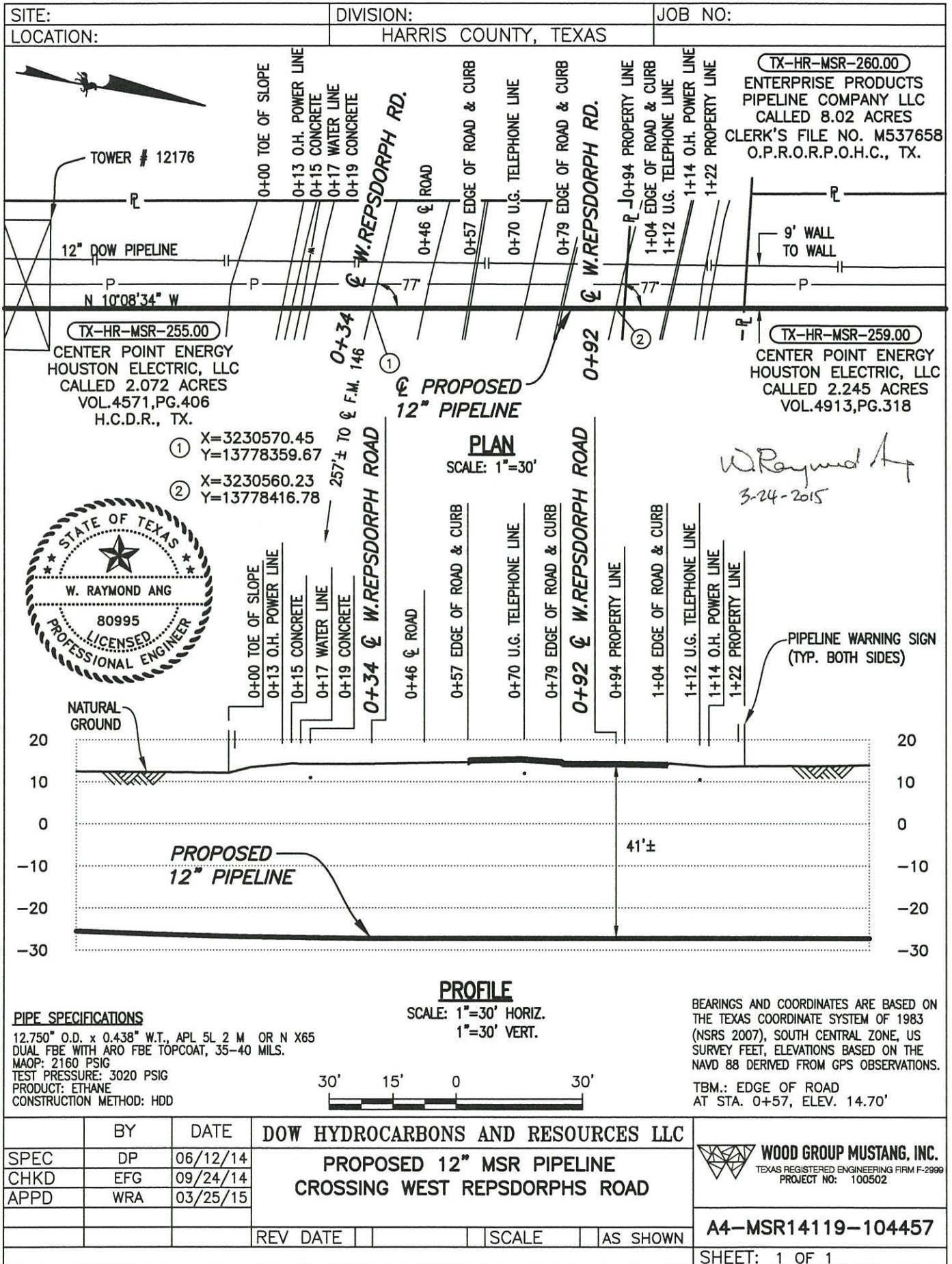
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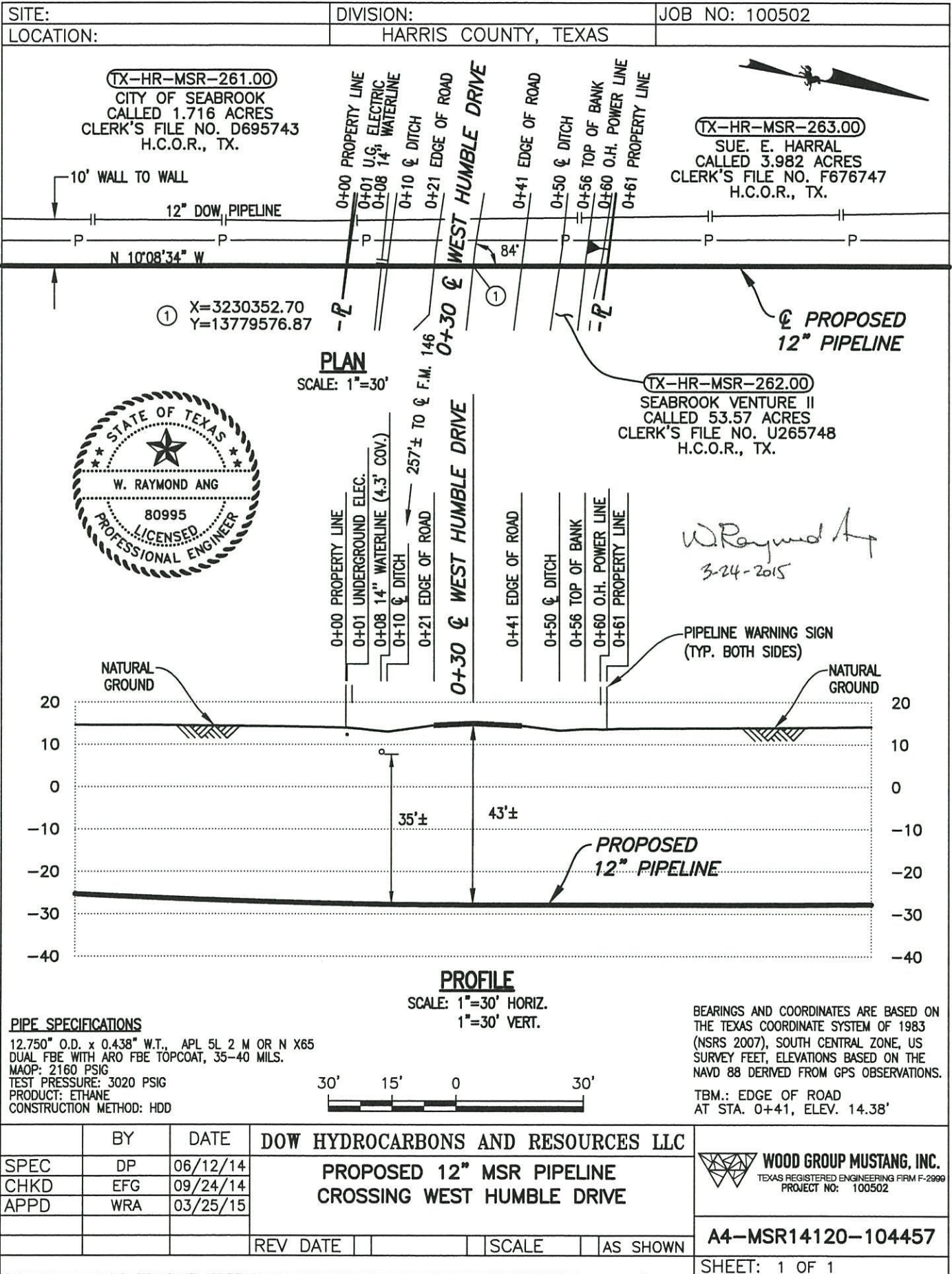
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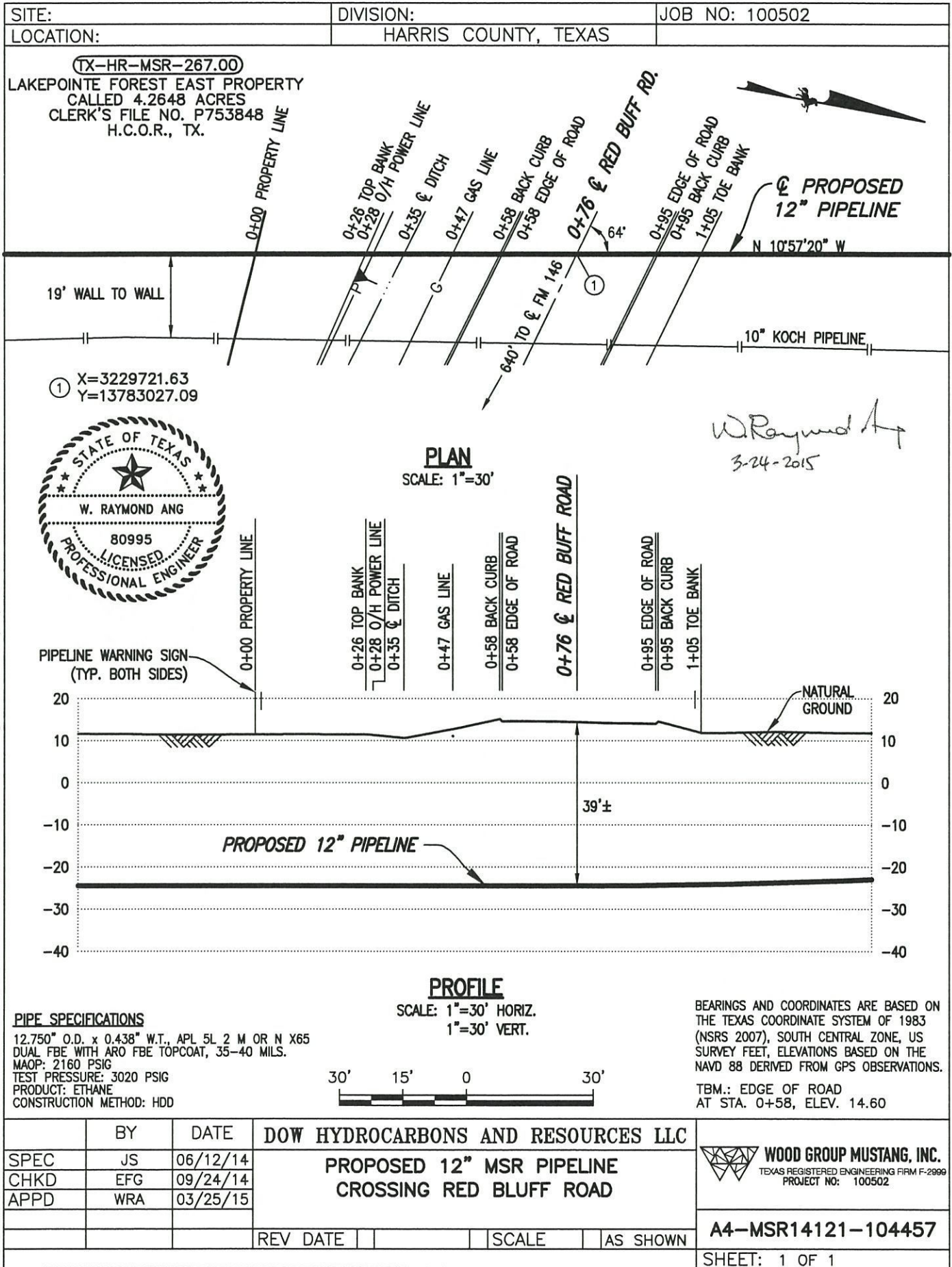
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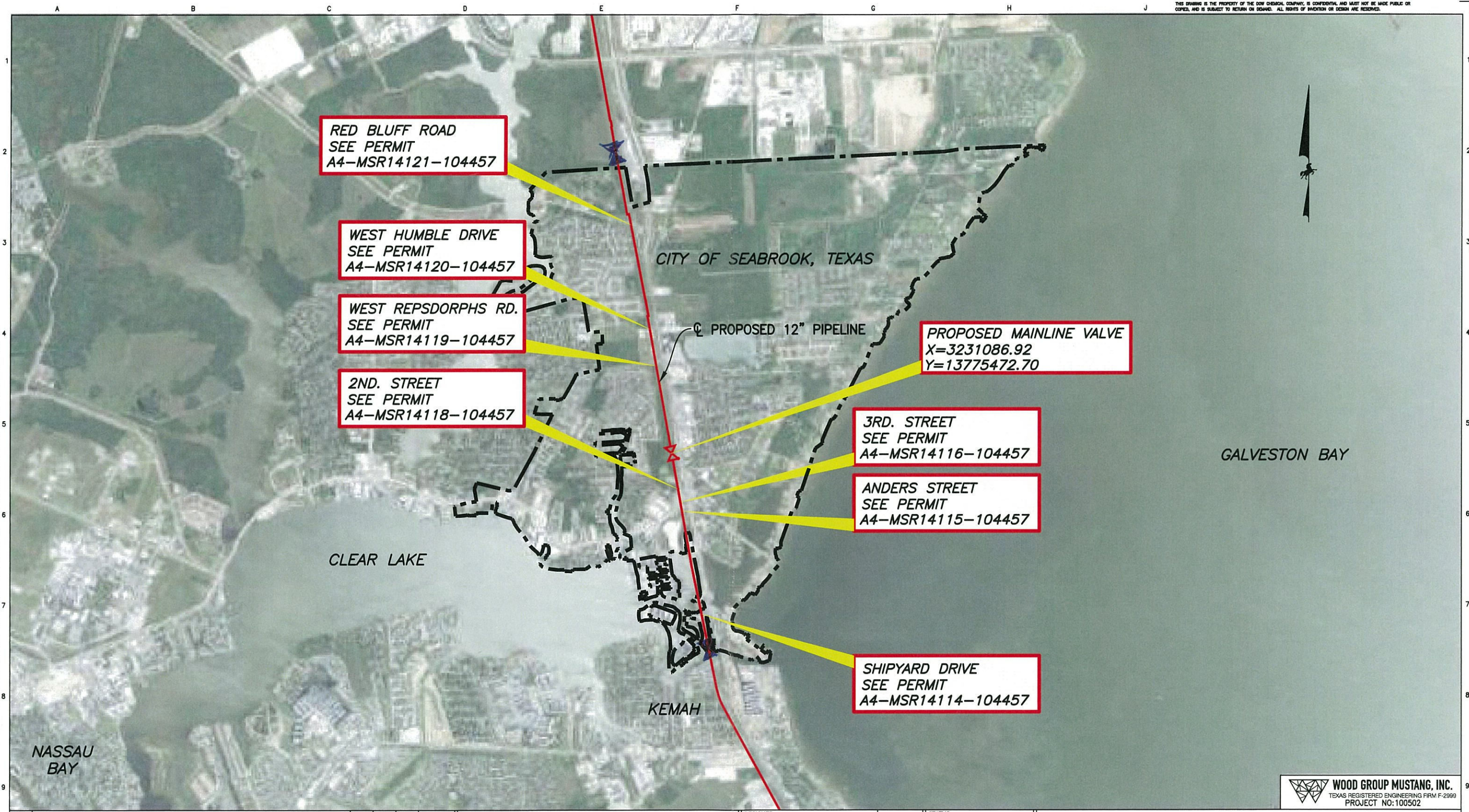
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\$TIME \$DATE \$PERSON \$FILENAME

FILE: R:\Projects\21113\DISCIPLINE\CAD\DRAWINGS\93-PERMIT\A4-MSR14121-104457.dwg PLOT DATE: 3/31/2015 BY: PHAN, DONNA

FILE: R:\Projects\21113\DISCIPLINE\CAD\DRAWINGS\93-PERMIT\A4-MSR14192-104457.dwg PLOT DATE: 7/23/2015 BY: ARMENTA, VICTOR



REV. MARK	REVISION	BY	CHK	APP	DATE	DRAWING ISSUE RECORD								DESIGNED		STATUS		DOW HYDROCARBONS AND RESOURCES LLC			
						ISSUE NO.	REV	MATERIAL OR JOB SPEC	BID	FAB	CONST	REF	DATE ISSUED FOR	DRAWN	DATE	PLANT NO.		DOW PIPELINE			
A	ISSUED FOR CLIENT REVIEW	VA	PAC		06/29/15									V. ARMENTA	06/29/15			ANGLETON, TEXAS			
														CHECKED				PROPOSED 12" MSR PIPELINE CROSSING CITY OF SEABROOK, TEXAS VICINITY MAP			
														P. CURLIN							
														APPROVED							
														PROJ. ENGR.				CHARGE NO. 104457			
														MFG. REP.							
																		SCALE 1" = 3000'	DWG. NO. A4-MSR14192-104457	REV. A	
																		PRINTED		VER.	

INSTRUCTIONS

THIS DRAWING IS THE PROPERTY OF THE DOW CHEMICAL COMPANY, IS CONFIDENTIAL AND MUST NOT BE MADE PUBLIC OR COPIED, AND IS SUBJECT TO RETURN ON DEMAND. ALL RIGHTS OF INVENTION OR DESIGN ARE RESERVED.

FILE: R:\Projects\21113\DISCIPLINE\CAD\DRAWINGS\91-ALIGNMENT\SOW 1 NORTH\B4-MSR10055-104457.dwg PLOT DATE: 8/4/2015 BY: ARMENTA, VICTOR

FILE: R:\Projects\21113\DISCIPLINE\CAD\DRAWINGS\91-ALIGNMENT\SOW 1 NORTH\B4-MSP10056-104457.dwg PLOT DATE: 8/4/2015 BY: ARMENTA, VICTOR

§192.179 Transmission line valves.

(a) Each transmission line, other than offshore segments, must have sectionalizing block valves spaced as follows, unless in a particular case the Administrator finds that alternative spacing would provide an equivalent level of safety:

- (1) Each point on the pipeline in a Class 4 location must be within $2\frac{1}{2}$ miles (4 kilometers) of a valve.
- (2) Each point on the pipeline in a Class 3 location must be within 4 miles (6.4 kilometers) of a valve.
- (3) Each point on the pipeline in a Class 2 location must be within $7\frac{1}{2}$ miles (12 kilometers) of a valve.
- (4) Each point on the pipeline in a Class 1 location must be within 10 miles (16 kilometers) of a valve.

(b) Each sectionalizing block valve on a transmission line, other than offshore segments, must comply with the following:

- (1) The valve and the operating device to open or close the valve must be readily accessible and protected from tampering and damage.
- (2) The valve must be supported to prevent settling of the valve or movement of the pipe to which it is attached.

(c) Each section of a transmission line, other than offshore segments, between main line valves must have a blowdown valve with enough capacity to allow the transmission line to be blown down as rapidly as practicable. Each blowdown discharge must be located so the gas can be blown to the atmosphere without hazard and, if the transmission line is adjacent to an overhead electric line, so that the gas is directed away from the electrical conductors.

(d) Offshore segments of transmission lines must be equipped with valves or other components to shut off the flow of gas to an offshore platform in an emergency.

§192.619 Maximum allowable operating pressure: Steel or plastic pipelines.

(a) No person may operate a segment of steel or plastic pipeline at a pressure that exceeds a maximum allowable operating pressure determined under paragraph (c) or (d) of this section, or the lowest of the following:

(1) The design pressure of the weakest element in the segment, determined in accordance with subparts C and D of this part. However, for steel pipe in pipelines being converted under §192.14 or uprated under subpart K of this part, if any variable necessary to determine the design pressure under the design formula (§192.105) is unknown, one of the following pressures is to be used as design pressure:

(i) Eighty percent of the first test pressure that produces yield under section N5 of Appendix N of ASME B31.8 (incorporated by reference, see §192.7), reduced by the appropriate factor in paragraph (a)(2)(ii) of this section; or

(ii) If the pipe is $12\frac{3}{4}$ inches (324 mm) or less in outside diameter and is not tested to yield under this paragraph, 200 p.s.i. (1379 kPa).

(2) The pressure obtained by dividing the pressure to which the segment was tested after construction as follows:

(i) For plastic pipe in all locations, the test pressure is divided by a factor of 1.5.

(ii) For steel pipe operated at 100 p.s.i. (689 kPa) gage or more, the test pressure is divided by a factor determined in accordance with the following table:

Class	Factors ¹ , location segment—	
	Installed before (Nov. 12, 1970)	Installed after (Nov. 11, 1970)
		Converted under §192.14
1 1.1	1.1	1.25
2 1.25	1.25	1.25
3 1.4	1.5	1.5
4 1.4	1.5	1.5

¹For offshore segments installed, uprated or converted after July 31, 1977, that are not located on an offshore platform, the factor is 1.25. For segments installed, uprated or converted after July 31, 1977, that are located on an offshore platform or on a platform in inland navigable waters, including a pipe riser, the factor is 1.5.

(3) The highest actual operating pressure to which the segment was subjected during the 5 years preceding the applicable date in the second column. This pressure restriction applies unless the segment was tested according to the requirements in paragraph (a)(2) of this section after the applicable date in the third column or the segment was uprated according to the requirements in subpart K of this part:

Pipeline segment	Pressure date	Test date
—Onshore gathering line that first became subject to this part (other than §192.612) after April 13, 2006	March 15, 2006, or date line becomes subject to this part, whichever is later	5 years preceding applicable date in second column.
—Onshore transmission line that was a gathering line not subject to this part before March 15, 2006		

Offshore gathering lines	July 1, 1976	July 1, 1971.
All other pipelines	July 1, 1970	July 1, 1965.

(4) The pressure determined by the operator to be the maximum safe pressure after considering the history of the segment, particularly known corrosion and the actual operating pressure.

(b) No person may operate a segment to which paragraph (a)(4) of this section is applicable, unless over-pressure protective devices are installed on the segment in a manner that will prevent the maximum allowable operating pressure from being exceeded, in accordance with §192.195.

(c) The requirements on pressure restrictions in this section do not apply in the following instance. An operator may operate a segment of pipeline found to be in satisfactory condition, considering its operating and maintenance history, at the highest actual operating pressure to which the segment was subjected during the 5 years preceding the applicable date in the second column of the table in paragraph (a)(3) of this section. An operator must still comply with §192.611.

(d) The operator of a pipeline segment of steel pipeline meeting the conditions prescribed in §192.620(b) may elect to operate the segment at a maximum allowable operating pressure determined under §192.620(a).

ADDENDUM 2015-1
to the
AGREEMENT BETWEEN THE CITY OF SEABROOK, TEXAS; THE SEABROOK
ECONOMIC DEVELOPMENT CORPORATION;
AND
THE ASPARAGUS GROUP, LLC

This Addendum "2015-1", ("Addendum") is made this 10th day of September, 2015, and is incorporated into and will be deemed to amend the **AGREEMENT BETWEEN THE ASPARAGUS GROUP, LLC**, ("Asparagus Group"), **THE CITY OF SEABROOK, TEXAS, AND THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION** ("Agreement"), for economic development incentives to facilitate the redevelopment of certain property owned by the Asparagus Group, as more specifically provided in the Agreement, having an "Effective Date" of June 20, 2013. Addendum 2014-1 was previously approved by the parties to allow for an extension in the time to begin construction of improvements from 180 days of the execution of the Agreement to 300 days of the Effective Date, June 20, 2013 and subsequently Addendum "2015" executed July 7, 2015, was approved to allow a further extension for performance to September 14, 2015, all such Addendums being incorporated by reference herein. The purpose of this Addendum 2015-1 is to allow for an additional extension for the time to complete construction of the improvements, originally provided to be one calendar year of the commencement of construction, to a time certain, as agreed and provided for herein. The City of Seabrook, the Seabrook Economic Development Corporation and the Asparagus Group agree to the following:

By this Addendum "2015-1", it is the desire of the parties to the Agreement to document an extension of time of performance by the Asparagus Group for completion of construction of improvements, as provided for under "Terms" Section 1.d of the Agreement from "one (1) calendar year of the commencement of said commencement of said construction" to a time certain date of March 31, 2016.

The Agreement currently provides, on Page 2, under the heading "Terms," Section 1. d. that the "Asparagus Group agrees that it will:

"d. *complete construction of the improvements within one (1) calendar year of the commencement of said construction; and*"

The aforementioned specific provision for the performance by Asparagus Group shall be amended to provide an extension of the subject time of performance as follows:

"d. *complete construction of the improvements [within one (1) calendar year of the commencement of said construction] on or before*
March 31, 2016*; and*"

Except as amended herein, all other provisions of the Agreement and Addendum 2014-1 shall remain in full force and effect. In case of conflict with this Addendum "2015-1", and the Agreement or Addendum 2014-1 or Addendum 2015, this Addendum "2015-1" shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum "2015-1" in multiple copies, each of equal dignity, on this ____ day of _____, 2015.

CITY OF SEABROOK, TEXAS

Glenn R. Royal
Mayor

DATE: _____, 2015

ATTEST:

Robin Hicks
City Secretary

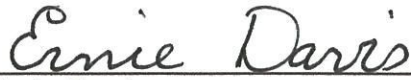
SEABROOK ECONOMIC DEVELOPMENT CORPORATION



BY: Terry Chapman, Vice President

DATE: _____, 2015

ATTEST:



Ernie Davis,
Board Secretary

THE ASPARAGUS GROUP, LLC:

BY: Barry Terrell,
President and authorized agent

DATE: _____, 2015

**CITY OF SEABROOK
ORDINANCE NO. 2015-17
CRIME CONTROL AND PREVENTION DISTRICT
BUDGET ORDINANCE FY 2015/16**

AN ORDINANCE APPROVING AND ADOPTING THE SEABROOK CRIME CONTROL AND PREVENTION DISTRICT BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2015 AND ENDING ON SEPTEMBER 30, 2016 FOR THE CITY OF SEABROOK; APPROPRIATING FUNDS; AND NOTING A PUBLIC HEARING WAS HELD BY THE SEABROOK CITY COUNCIL ON SEPTEMBER 15, 2015.

WHEREAS, the Board of Directors for the Crime Control and Prevention District established procedures for approving its budget and held its required public hearing on **September 15, 2015** ; and

WHEREAS, the Board approved a proposed budget for the fiscal year commencing October 1, **2015** on September 30, **2016**; and

WHEREAS, the budget must now be approved by the Seabrook City Council; and

WHEREAS, the City Council held a public hearing on the budget on **September 15, 2015** prior to approving the District's budget; now, therefore

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

THAT, a budget in the amount of **\$564,123.00** for the Crime Control and Prevention District Budget, prepared and submitted by the Board of Directors of the District is, in all things, approved, appropriated and amended. A copy of the **2015/16** Budget Revenue and Expense Summary, identified as Exhibit A, is hereby attached and made a part of this Ordinance.

AND IT IS SO ORDERED.

PASSED, APPROVED, AND ADOPTED ON FIRST AND FINAL READING THIS
THE 15TH DAY OF SEPTEMBER 2015.

GLENN R. ROYAL
MAYOR

ATTEST:

ROBIN HICKS
CITY SECRETARY

SEABROOK CRIME CONTROL AND PREVENTION DISTRICT
2015-16 BUDGET SUMMARY

EST BEG BAL	630,775
REVENUES	
TAXES	768,000
INTEREST	100
TOTAL REVENUES	768,100
TOTAL FUNDS	1,398,875
EXPENDITURES	
PERSONNEL	494,123
SUPPLIES	15,000
SERVICES	55,000
TOTAL EXPENDITURES	564,123
NET REVENUE	203,977
END BALANCE	834,753

**CITY OF SEABROOK
ORDINANCE NO. 2015-18
EDC BUDGET ORDINANCE
FY 2015/16**

AN ORDINANCE APPROVING AND ADOPTING THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2015 AND ENDING ON SEPTEMBER 30, 2016 FOR THE CITY OF SEABROOK; APPROPRIATING FUNDS; AND NOTING A PUBLIC HEARING WAS HELD BY THE SEABROOK CITY COUNCIL ON SEPTEMBER 15, 2015.

WHEREAS, On **September 10, 2015** the Board of Directors for the Seabrook Economic Development Corporation approved a proposed budget for the Seabrook Economic Development Corporation for the fiscal year commencing October 1, **2015**, and

WHEREAS, the budget must now be approved by the Seabrook City Council; now, therefore,

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

THAT, the figures in the amount of **\$1,297,340.00** for the Seabrook Economic Development Corporation Budget, prepared and submitted by the Seabrook Economic Development Corporation be the same and are hereby, in all things, approved, appropriated and amended. Copies of the **2015/16** Economic Development Corporation Budget Revenue and Expense Summaries, identified as Exhibit A, are hereby attached and made a part of this Ordinance.

AND IT IS SO ORDERED.

PASSED, APPROVED, AND ADOPTED ON FIRST AND FINAL READING THIS THE 15TH DAY OF SEPTEMBER, 2015.

GLENN R. ROYAL
MAYOR

ATTEST:

ROBIN HICKS
CITY SECRETARY

SEABROOK ECONOMIC DEVELOPMENT CORPORATION
2015-16 BUDGET SUMMARY

EST BEG BAL UNRES	2,124,374
REVENUES	
TAXES	800,000
OTHER REVENUE	1,920
INTEREST	2,900
TOTAL REVENUES	804,820
TOTAL FUNDS	2,929,194
EXPENDITURES	
PERSONNEL	0
SUPPLIES	100
SERVICES	1,097,240
CONSTRUCTION	0
PAYMENTS FOR DEBT SERVICE	0
OPERATING TRANSF OUT	200,000
TOTAL EXPENDITURES	1,297,340
NET REVENUE	(492,520)
EST END BALANCE UNRES	1,631,854
PLUS: RES FUND BALANCES	180,000
TOTAL FUND BALANCES	1,811,854

**CITY OF SEABROOK
ORDINANCE NO. 2015-19
BUDGET ORDINANCE FY 2015/16**

AN ORDINANCE APPROVING AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, **2015** AND ENDING ON SEPTEMBER 30, **2016** FOR THE CITY OF SEABROOK; APPROPRIATING FUNDS; AND NOTING A PUBLIC HEARING WAS HELD ON **SEPTEMBER 15, 2015** IN ACCORDANCE WITH THE CITY'S CHARTER AND WITH STATE LAW.

WHEREAS, the City Manager on **July 7, 2015**, filed a proposed budget with the Council for the fiscal year commencing October 1, **2015**, as required by the Charter of Seabrook; and,

WHEREAS, said proposed budget, as revised by the City Council, was duly set for a public hearing ordered to be called by the City Council and held on **September 15, 2015** after due notice as required by the Charter of the City of Seabrook and laws of the State of Texas; now, therefore,

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

THAT, the figures in the amount of **\$18,744,338.00** for the General Fund, Enterprise Fund, and Debt Service Fund, and **\$10,961,643.00** for the Special Budgets (does not include the EDC or Crime Control District Budgets), prepared and submitted by the City Manager and revised by the City Council of the **2015/16** Budget, be and the same are hereby, in all things, approved, appropriated and amended. Copies of the **2015/16** Budget Revenue and Expense Summaries, identified as Exhibit A, are hereby attached and made a part of this Ordinance.

AND IT IS SO ORDERED.

PASSED, APPROVED, AND ADOPTED ON FIRST AND FINAL READING THIS THE 15TH DAY OF SEPTEMBER 2015.

GLENN R. ROYAL
MAYOR

ATTEST:

ROBIN HICKS
CITY SECRETARY

**CITY OF SEABROOK
2015-16 BUDGET
COMBINED FUND SUMMARY**

	OPERATING & DEBT		
	01 GENERAL	20 ENTER- PRISE	08 DEBT SERVICE
EST BEG BAL-UNRESERVED	4,427,546	1,109,622	1,609,994
	REVENUES		
TAXES	6,873,162	247,680	1,997,691
INTERGOVERNMENTAL	368,184	0	0
SERVICES	680,100	6,673,631	0
OTHER	32,500	152,996	0
INTEREST	750	1,900	805
LOAN/BOND/GRANT PROCEEDS	0	0	0
TRANSF FRM OTHER FUND	1,956,685	0	0
TOTAL REVENUES	9,911,381	7,076,208	1,998,496
TOTAL RESOURCES FOR OPERATIONS	14,338,928	8,185,829	3,608,490
	EXPENDITURES		
PERSONNEL	6,576,490	1,194,564	0
SUPPLIES	314,240	60,900	0
SERVICES	2,652,708	3,021,451	3,250
CAPITAL OUTLAY	247,680	0	0
CONSTRUCTION	0	360,000	0
PAYMENTS FOR DEBT SERVICE	0	420,416	1,980,691
OPERATING TRANSF OUT	0	1,756,685	0
APPR. FUTURE PROJECTS	120,263	35,000	0
TOTAL EXPENDITURES	9,911,382	6,849,015	1,983,941
NET REVENUE	(0)	227,192	14,555
END BALANCE-UNRESERVED	4,427,546	1,336,814	1,624,549
RESERVED FUND BALANCE	0	0	0
TOTAL FUNDS	4,427,546	1,336,814	1,624,549
CHANGE IN FUND BALANCE	(0)	227,192	14,555

**CITY OF SEABROOK
2015-16 BUDGET
COMBINED FUND SUMMARY**

	SPECIAL REVENUE FUNDS						
	05 STATE SEIZURE	06 LAW ENF EDUC	07 CHILD SAFETY	09 FEDERAL SEIZURE	12 STEP	14 PUBLIC SAFETY	15 HOTEL MOTEL
EST BEG BAL-UNRESERVED	73,313	2,996	18,374	7,245	68,546	234,165	1,012,498
	REVENUES						
TAXES	0	0	0	0	0	0	400,000
INTERGOVERNMENTAL	0	0	0	0	0	0	0
SERVICES	0	0	0	0	0	0	0
OTHER	0	0	14,750	0	15,000	98,000	0
INTEREST	25	0	13	0	15	60	625
LOAN/BOND/GRANT PROCEEDS	0	2,500	0	0	0	0	0
TRANSF FRM OTHER FUND	0	0	0	0	0	0	0
TOTAL REVENUES	25	2,500	14,763	0	15,015	98,060	400,625
TOTAL RESOURCES FOR OPERATIONS	73,338	5,496	33,137	7,245	83,561	332,225	1,413,123
	EXPENDITURES						
PERSONNEL	0	0	0	7,000	8,702	0	82,030
SUPPLIES	0	0	0	0	0	0	1,000
SERVICES	0	5,000	30,000	0	0	0	300,100
CAPITAL OUTLAY	70,000	0	0	0	50,000	88,200	0
CONSTRUCTION	0	0	0	0	0	0	0
PAYMENTS FOR DEBT SERVICE	0	0	0	0	0	0	0
OPERATING TRANSF OUT	0	0	0	0	0	0	0
APPR. FUTURE PROJECTS	0	0	0	0	0	0	0
TOTAL EXPENDITURES	70,000	5,000	30,000	7,000	58,702	88,200	383,130
NET REVENUE	(69,975)	(2,500)	(15,237)	(7,000)	(43,687)	9,860	17,495
END BALANCE-UNRESERVED	3,338	496	3,137	245	24,859	244,025	1,029,993
RESERVED FUND BALANCE	0	0	0	0	0	0	359,176
TOTAL FUNDS	3,338	496	3,137	245	24,859	244,025	1,389,169
CHANGE IN FUND BALANCE	(69,975)	(2,500)	(15,237)	(7,000)	(43,687)	9,860	376,671

**CITY OF SEABROOK
2015-16 BUDGET
COMBINED FUND SUMMARY**

	SPECIAL REVENUE FUNDS						
	41 CAROTH	42 PARK IMPROVE	77 COURT SECURITY	78 TIME PAYMENT	79 TECH- NOLOGY	83 PEG	85 BUDGET STABIL
EST BEG BAL-UNRESERVED	58,338	120,133	26,334	21,611	10,512	64,787	801,901
	REVENUES						
TAXES	0	0	0	0	0	32,000	0
INTERGOVERNMENTAL	0	0	0	0	0	0	0
SERVICES	0	0	0	0	0	0	0
OTHER	25,000	5,000	7,400	850	9,500	0	0
INTEREST	0	30	7	3	3	0	350
LOAN/BOND/GRANT PROCEEDS	0	0	0	0	0	0	0
TRANSF FRM OTHER FUND	0	0	0	0	0	0	0
TOTAL REVENUES	25,000	5,030	7,407	853	9,503	32,000	350
TOTAL RESOURCES FOR OPERATIONS	83,338	125,163	33,741	22,464	20,015	96,787	802,251
	EXPENDITURES						
PERSONNEL	0	0	0	0	0	0	0
SUPPLIES	3,300	0	0	0	0	10,000	0
SERVICES	38,100	0	5,000	20,000	0	0	0
CAPITAL OUTLAY	0	125,000	28,000	0	20,000	70,000	0
CONSTRUCTION	0	0	0	0	0	0	0
PAYMENTS FOR DEBT SERVICE	0	0	0	0	0	0	0
OPERATING TRANSF OUT	0	0	0	0	0	0	0
APPR. FUTURE PROJECTS	0	0	0	0	0	0	0
TOTAL EXPENDITURES	41,400	125,000	33,000	20,000	20,000	80,000	0
NET REVENUE	(16,400)	(119,970)	(25,593)	(19,147)	(10,497)	(48,000)	350
END BALANCE-UNRESERVED	41,938	163	741	2,464	15	16,787	802,251
RESERVED FUND BALANCE	0	0	0	0	0	0	0
TOTAL FUNDS	41,938	163	741	2,464	15	16,787	802,251
CHANGE IN FUND BALANCE	(16,400)	(119,970)	(25,593)	(19,147)	(10,497)	(48,000)	350

**CITY OF SEABROOK
2015-16 BUDGET
COMBINED FUND SUMMARY**

	CAPITAL PROJECT FUNDS					
	13 TDRA GRANT	19 CAPITAL IMPACT	31 CAP PROJ FIBER OPT	32 CAP PROJ PW/AC FAC	34 CAP PROJ SPLASHPAD	39 LAKES/REPS CO
EST BEG BAL-UNRESERVED	0	2,485,688	510,846	6,700,112	285,606	290,627
	REVENUES					
TAXES	0	0	0	0	0	0
INTERGOVERNMENTAL	0	0	0	0	0	0
SERVICES	0	0	0	0	0	0
OTHER	0	100,000	0	0	0	0
INTEREST	0	800	25	2,500	30	125
LOAN/BOND/GRANT PROCEEDS	720,000	0	0	0	0	0
TRANSF FRM OTHER FUND	0	0	0	0	0	0
TOTAL REVENUES	720,000	100,800	25	2,500	30	125
TOTAL RESOURCES FOR OPERATIONS	720,000	2,586,488	510,871	6,702,612	285,636	290,752
	EXPENDITURES					
PERSONNEL	0	0	0	0	0	0
SUPPLIES	0	0	0	0	0	0
SERVICES	0	200,000	0	175,000	0	0
CAPITAL OUTLAY	720,000	1,297,800	510,000	0	285,000	290,000
CONSTRUCTION	0	0	0	6,522,412	0	0
PAYMENTS FOR DEBT SERVICE	0	0	0	0	0	0
OPERATING TRANSF OUT	0	0	0	0	0	0
APPR. FUTURE PROJECTS	0	0	0	0	0	0
TOTAL EXPENDITURES	720,000	1,497,800	510,000	6,697,412	285,000	290,000
NET REVENUE	0	(1,397,000)	(509,975)	(6,694,912)	(284,970)	(289,875)
END BALANCE-UNRESERVED	0	1,088,688	871	5,200	636	752
RESERVED FUND BALANCE	0	0	0	0	0	0
TOTAL FUNDS	0	1,088,688	871	5,200	636	752
CHANGE IN FUND BALANCE	0	(1,397,000)		(6,694,912)		(289,875)

**CITY OF SEABROOK
2015-16 BUDGET
COMBINED FUND SUMMARY**

	TOTALS			
	OPERATING & DEBT	SPECIAL REVENUE	CAPITAL PROJECTS	ALL FUNDS
EST BEG BAL-UNRESERVED	7,147,162	2,520,755	10,272,879	19,940,796
	REVENUES			
TAXES	9,118,533	432,000	0	9,550,533
INTERGOVERNMENTAL	368,184	0	0	368,184
SERVICES	7,353,731	0	0	7,353,731
OTHER	185,496	175,500	100,000	460,996
INTEREST	3,455	1,131	3,480	8,066
LOAN/BOND/GRANT PROCEEDS	0	2,500	720,000	722,500
TRANSF FRM OTHER FUND	1,956,685	0	0	1,956,685
TOTAL REVENUES	18,986,085	611,131	823,480	20,420,696
TOTAL RESOURCES FOR OPERATIONS	26,133,246	3,131,886	11,096,359	40,361,491
	EXPENDITURES			
PERSONNEL	7,771,054	97,731	0	7,868,785
SUPPLIES	375,140	14,300	0	389,440
SERVICES	5,677,409	398,200	375,000	6,450,609
CAPITAL OUTLAY	247,680	451,200	3,102,800	3,801,680
CONSTRUCTION	360,000	0	6,522,412	6,882,412
PAYMENTS FOR DEBT SERVICE	2,401,107	0	0	2,401,107
OPERATING TRANSF OUT	1,756,685	0	0	1,756,685
APPR. FUTURE PROJECTS	155,263	0	0	155,263
TOTAL EXPENDITURES	18,744,338	961,431	10,000,212	29,705,982
NET REVENUE	241,747	(350,300)	(9,176,732)	(9,285,286)
END BALANCE-UNRESERVED	7,388,908	2,170,455	1,096,147	10,655,510
RESERVED FUND BALANCE	0	359,176	0	359,176
TOTAL FUNDS	7,388,908	2,529,631	1,096,147	11,014,686
CHANGE IN FUND BALANCE	241,747	8,876	(9,176,732)	(8,926,110)

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	

September 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		<i>1</i> Regular City Council 7:00pm	<i>2</i>	<i>3</i> Open Space & Trails 5:00pm	<i>4</i>	<i>5</i>
<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>	<i>10</i> EDC 7:00pm	<i>11</i>	<i>12</i>
<i>13</i>	<i>14</i>	<i>15</i> Crime Control & Prevention 6:45 Regular City Council 7:00pm	<i>16</i>	<i>17</i> PZ 7:00pm	<i>18</i>	<i>19</i> Kids' Fish
<i>20</i>	<i>21</i>	<i>22</i> Special City Council 6:30pm	<i>23</i>	<i>24</i>	<i>25</i> Seabrook Saltwater Derby	<i>26</i>
<i>27</i>	<i>28</i>	<i>29</i>	<i>30</i>			

October 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 Open Space and Trails 5:00p.m.	2	3
4	5	6 Regular City Council Meeting 7:00p.m.	7	8 EDC 7:00p.m.	9	10 JFest Southwest 2015
11 JFest Southwest 2015	12	13	14	15 Planning & Zoning 7:00p.m.	16	17
18	19	20 Regular City Council Meeting 7:00p.m.	21	22	23	24
25	26	27	28	29	30	31

**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 CEPR 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.

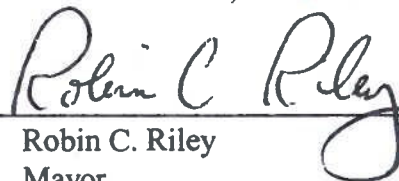
n. Attorneys' Fees. Each party shall bear its own costs and attorneys' fees in the Acryl I Suit and the Seabrook Appeal and its own costs and attorneys' fees in connection with the negotiation and drafting of this Agreement.

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:

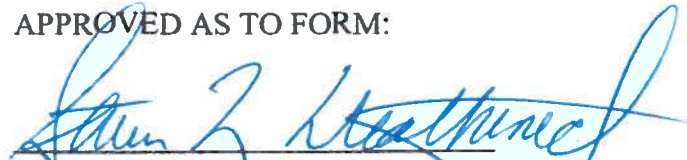
CITY OF SEABROOK, TEXAS


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

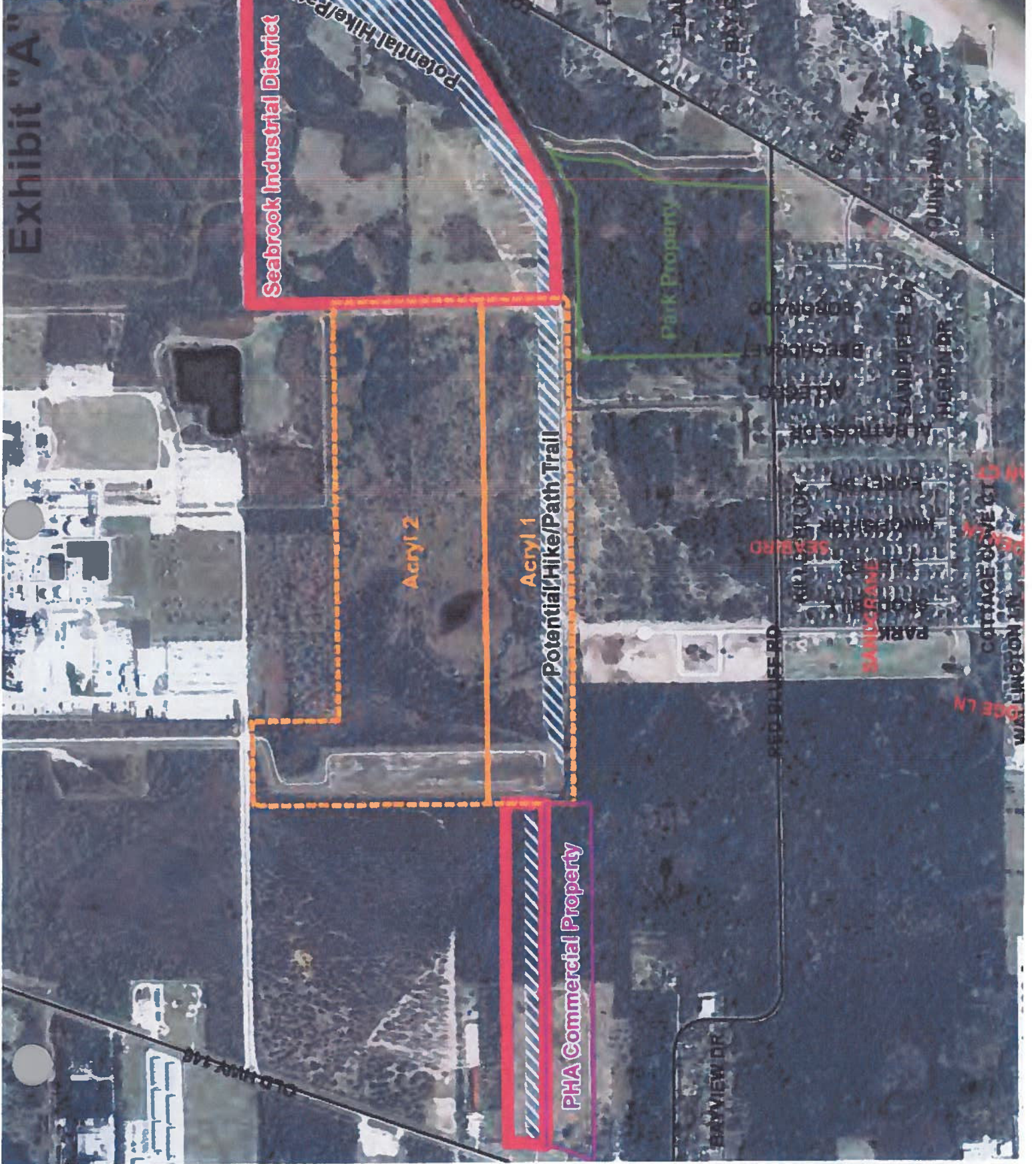
APPROVED AS TO CONTENT:



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





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;

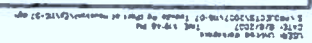
7. THENCE, South 02 degrees 56 minutes 09 seconds East, continuing along the westerly line of said 19.184 acre tract, for a distance of 258.07 feet to a found five eighths inch iron rod with cap and being the beginning of a tangent curve to the right;

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";

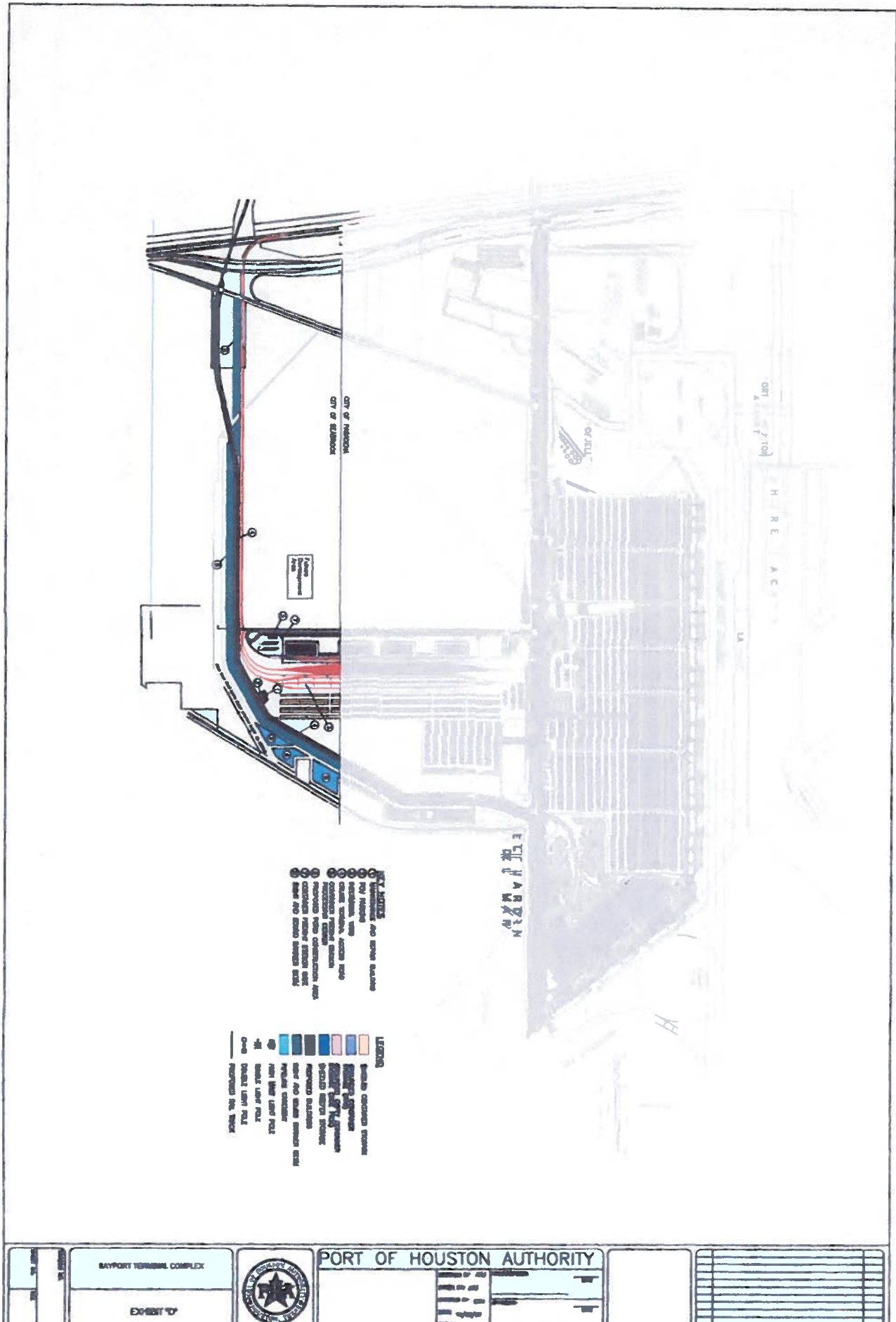
11. THENCE, South 02 degrees 59 minutes 01 seconds East (called South 02 degrees 56 minutes 09 seconds East) continuing along the westerly line of said called 19.184 acre tract, for a distance of 744.02 feet (called 744.58 feet) to the POINT OF BEGINNING.

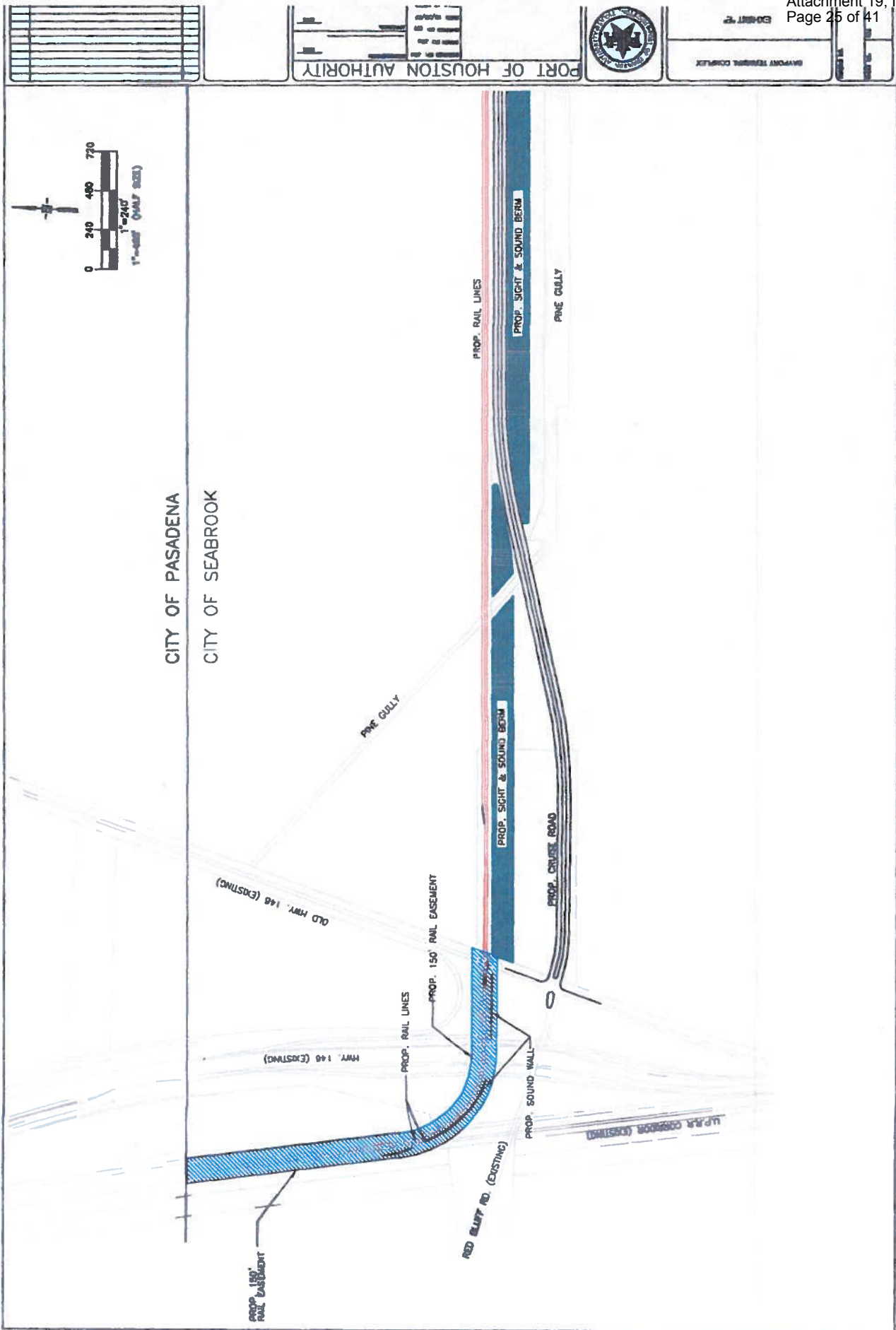


	LEGEND
NO.	FOUND
S.O.W.	BORN
M.C.F.NO.	BOO
POL	HIGH OF BAR
C.A.B.	NORTH COUNTY CLERKS
	FELONY
	VOLUME
	PAGE
	NORTH COUNTY DETO RECORDS
"	POSTAL POLICE
"	CAUSED POST

RED CLIFF ROAD

LEGEND





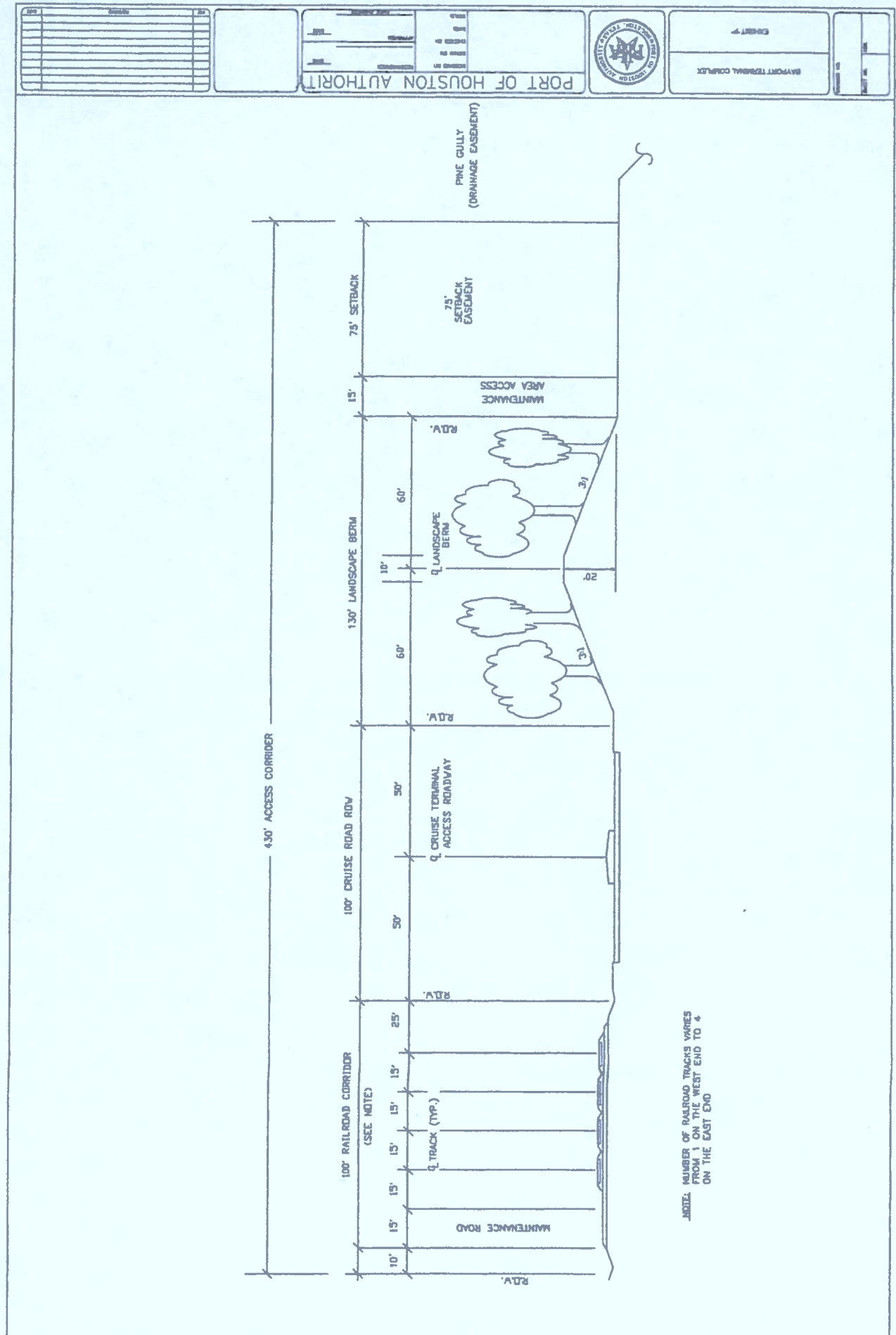
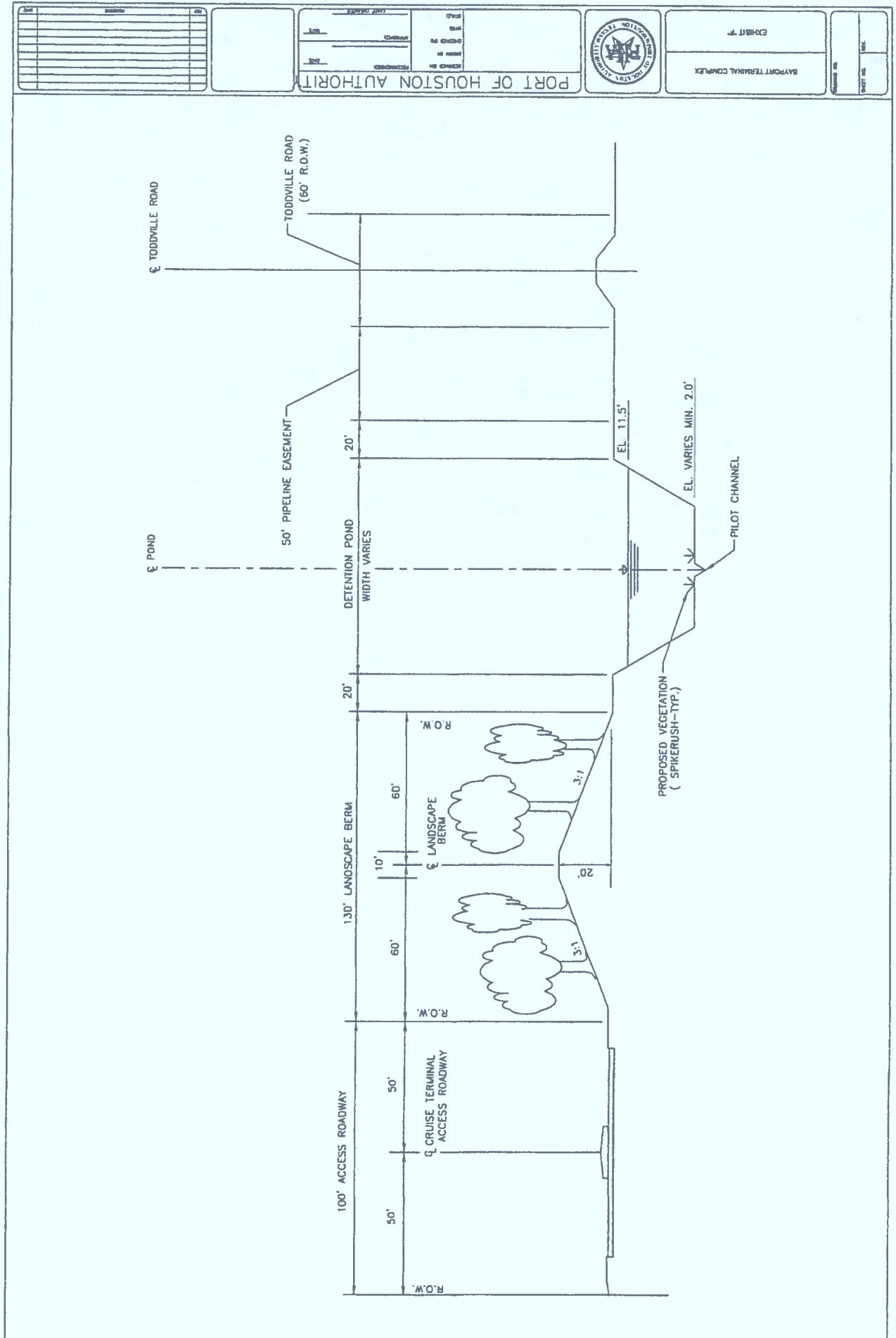


EXHIBIT "F" - CRUISE ROAD - BERM - DETENTION POND CROSS SECTION



PLANT PALETTE

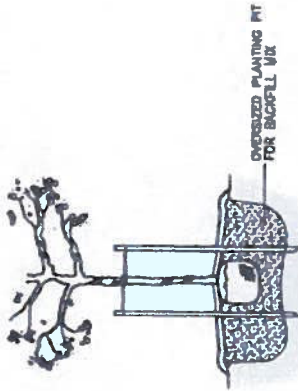
EVERGREEN TREES
 CHERRY LAUREL - PRUNUS CAROLINIANA
 LIVE OAK - QUERCUS VIRGINIANA
 LOBELLY PIN - PRUNUS NIGRA
 SARGOLM HOLLY - ILEX X ATTENUATA "SARGOLM"

DECIDUOUS TREES
 BALD CYPRESS - TAXODIUM DISTICHUM
 SWEET OAK - QUERCUS MACROCARPA
 CEDAR ELM - ULMUS PAUMIA
 REDGUM PALM - PRUNUS NIGRA
 SARGOLM HOLLY - ILEX X ATTENUATA
 WATER OAK - QUERCUS NIGRA
 YELLOW OAK - QUERCUS PELLORA

EVERGREEN SHRUBS
 DAWG BURNING HOLLY - ILEX CORNUTA "BURFORD"
 DAWG BURNING HOLLY - ILEX CASSINE "DAWG"
 ELDERBUSH - SLOENGLIA ALABAMA
 TEXAS GUM - LEUCODAPHNUS "TEXAS"
 TEXAS GUM - LEUCODAPHNUS PRUNIFOLIOS
 WAX MYRTLE - MYRTICA CORYMBOSA
 YALPOON - ILEX VIOLESCENS

[illegible]

EVERGREEN SHRUBS
 DWARF BURFORD HOLLY - ILEX CORNUTA 'BURFORD'
 GAMBON HOLLY - ILEX CASPERE 'GAMBON'
 OLEANDER - ELEAGNUS PUNICENS
 FOSTER'S HOLLY - ILEX X ATTENUATA 'FOSTER'
 TEXAS SAGE - LEUCOPHYLLUM FRUTICOSA
 WAX MYRTLE - MYRTA CERRATA
 YALPOM - ILEX VOMITORIA



TYPICAL TREE PLANTING

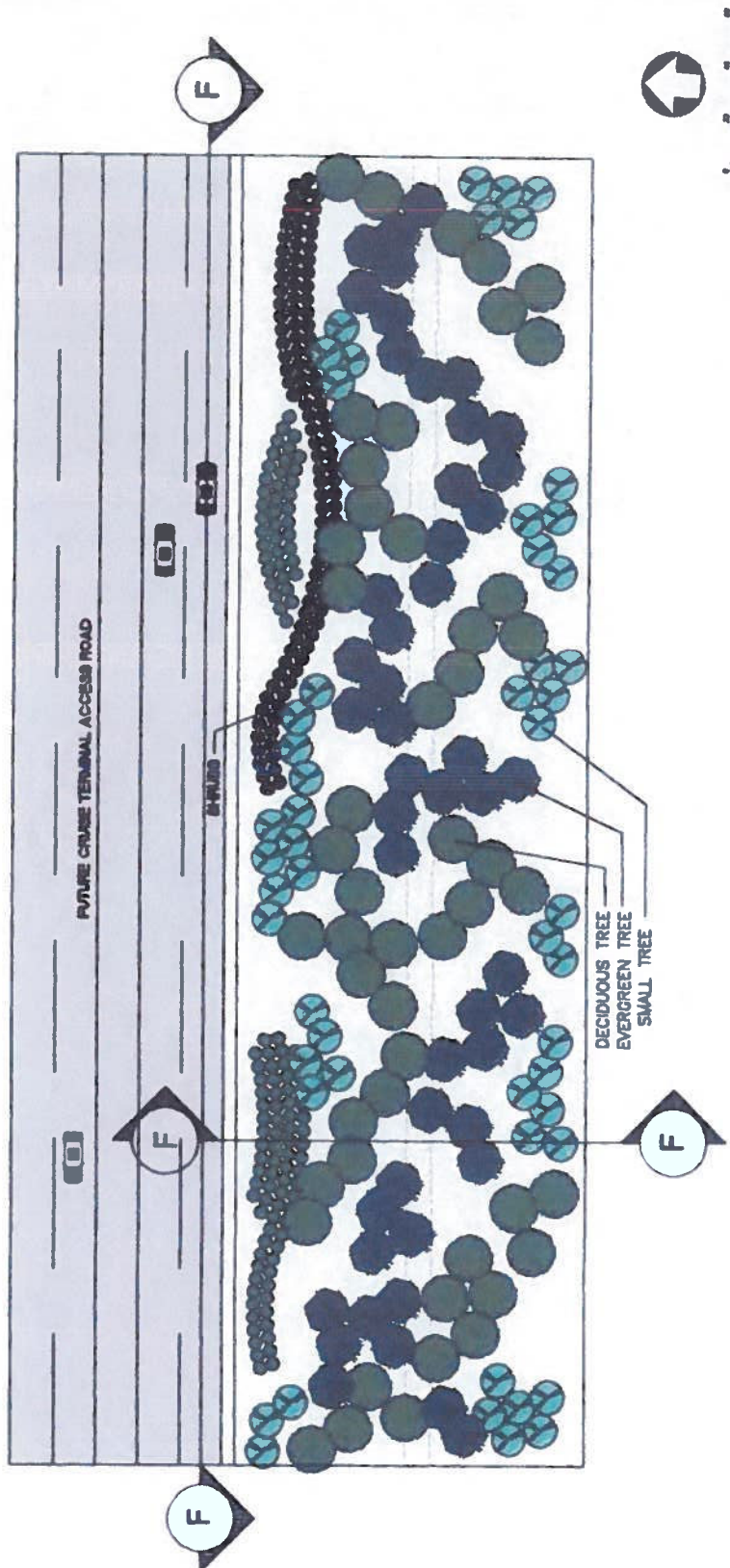
**IGMUNDO TAVARELLA**

EXHIBIT "F" - CONCEPTUAL LANDSCAPE BERM ELEVATION AND SECTION

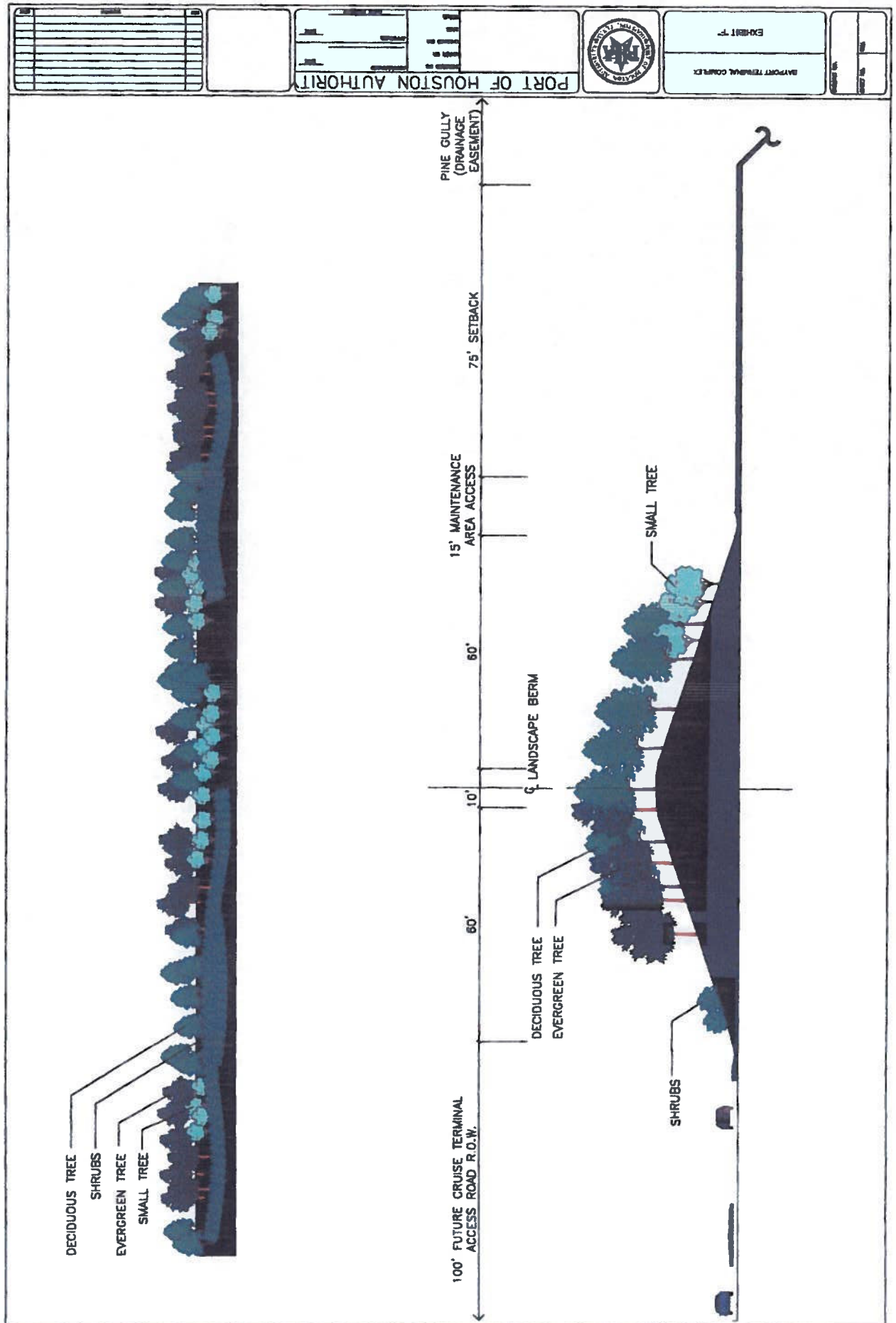
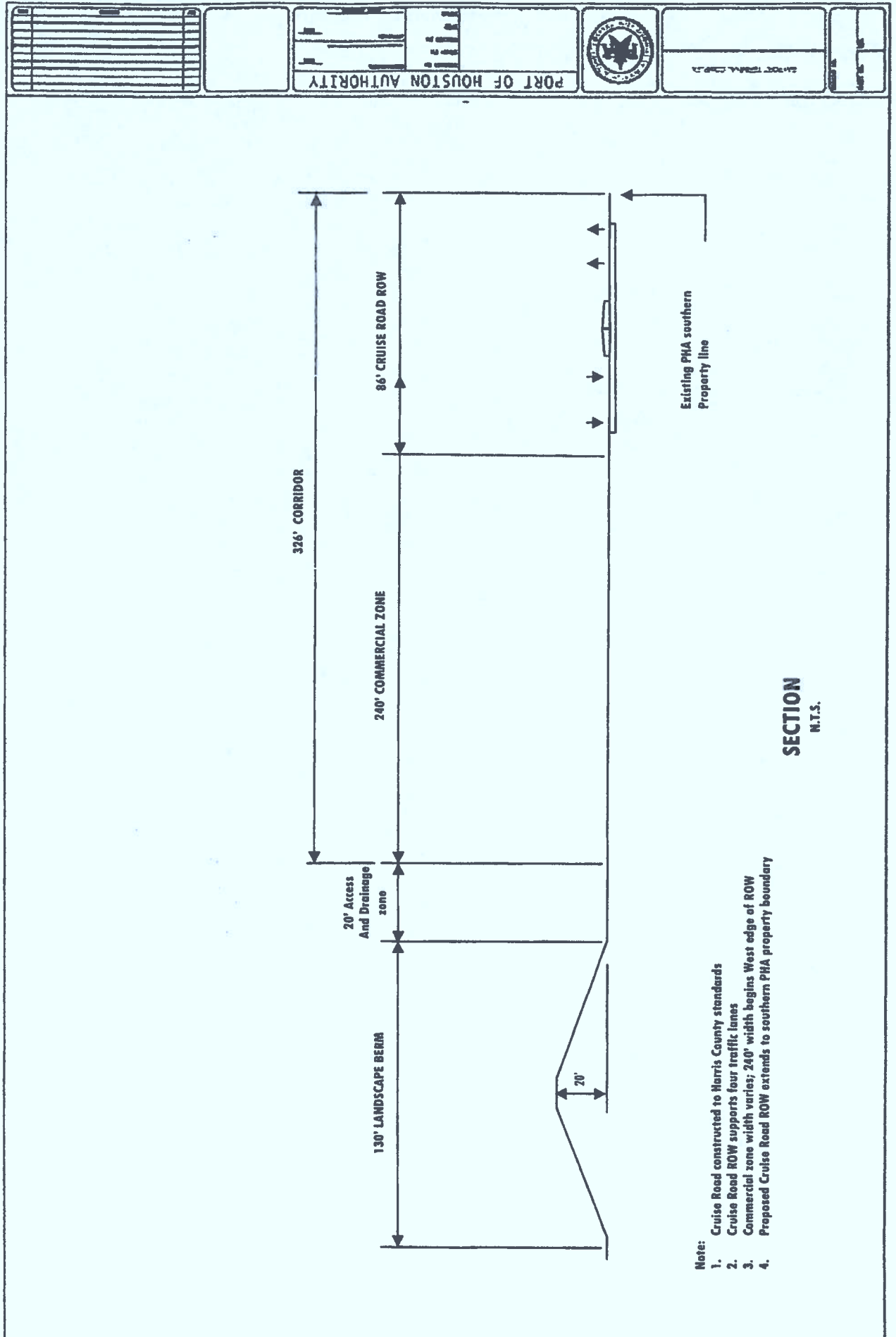


EXHIBIT G BERM-COMMERCIAL ZONE-CRUISE ROAD CROSS SECTION



- 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