

**SEABROOK CITY COUNCIL  
NOTICE OF REGULAR CITY COUNCIL MEETING  
TUESDAY, APRIL 19, 2016 - 7:00 PM**

NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **TUESDAY APRIL 19, 2016 AT 7:00 PM** IN THE **CITY HALL CITY 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. PRESENTATIONS**

- 1.1. Sexual Assault Awareness Month  
Presentation of proclamation honoring survivors of Sexual Assault and Domestic Violence and declaring April as Sexual Assault Awareness Month. (Royal)

**2. PUBLIC COMMENTS AND ANNOUNCEMENTS**

**At this time we would like to listen to any member of the audience on any subject matter, whether or not that item is on the agenda. All comments are limited to a maximum of four minutes for each speaker. 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. BID AWARDS**

- 3.1. Municipal Sludge Bid Award  
Discuss, consider, and authorize approval of or take action on Bid Award for City of Seabrook Project 2016-05, Disposal of Municipal Sludge, to C & R Wastewater LLC, in the amount of \$378.50 per dry ton. (Padgett)

Documents: [SLUDGE BID AWARD.PDF](#)

#### 4. CONSENT AGENDA

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

##### 4.1. Ordinance 2016-13

Approve on second and final reading proposed Ordinance 2016-13, "Ethics Review Commission Change in Frequency of Required Meeting." (Hicks)

AN ORDINANCE AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES OF THE CITY OF SEABROOK, ENTITLED "ADMINISTRATION," ARTICLE VI, "CODE OF ETHICS," DIVISION 2, "ETHICS REVIEW COMMISSION," SECTION 2-209, "MEETINGS" BY CHANGING THE FREQUENCY OF REQUIRED MEETINGS FROM SEMI-ANNUALLY TO AS MAY BE NECESSARY TO FULFILL ITS RESPONSIBILITIES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Documents: [ORDINANCE 2016-13 ETHICS REVIEW COMMISSION MEETINGS 1ST DRAFT RH 032916 SLWBL 032916.PDF](#)

##### 4.2. Ordinance 2016-09

Approve on second and final reading proposed Ordinance 2016-09, "Parking Prohibited on Streets and Private Property." (Landis)

AN ORDINANCE AMENDING CHAPTER 90 OF THE CODE OF ORDINANCES OF THE CITY OF SEABROOK, ENTITLED "TRAFFIC AND VEHICLES," ARTICLE III, "STOPPING, STANDING, AND PARKING," DIVISION 1, "GENERALLY," BY REPEALING SECTION 90-65 AND REPLACING IT UNDER THE SAME SECTION NUMBER WITH A NEW TITLE, "PARKING BUSES, TRUCK TRACTORS, TRAILERS, OR OTHER VEHICLES WITH TWO OR MORE AXLES EXCEEDING 26,000 LBS GROSS WEIGHT RATING (GVWR) ON STREETS"; REPEALING SECTION 90-66 AND REPLACING IT UNDER THE SAME SECTION NUMBER WITH A NEW TITLE, "PARKING BUSES, TRUCK TRACTORS, TRAILERS, OR OTHER VEHICLES WITH TWO OR MORE AXLES EXCEEDING 26,000 LBS GROSS WEIGHT RATING (GVWR) ON PRIVATE PROPERTY"; RENUMBERING SUBSEQUENT SECTIONS ACCORDINGLY; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$200, OR THE MAXIMUM AMOUNT PERMITTED BY LAW FOR VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Documents: [ORDINANCE 2016-09 MODIFICATIONS TO TRUCK PARKING ORD SEC 90 POST 1ST READING 033016 CLEAN.PDF](#)

##### 4.3. Resolution 2016-11

Approve on second of two readings proposed Resolution 2016-11, "Designation of 'Seabrook Façade Improvement Incentive Program' for Authorized Economic Incentives" (Chavez)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, CONFIRMING THE "SEABROOK FACADE IMPROVEMENT INCENTIVE PROGRAM" AS AN AUTHORIZED PROJECT OF THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION, INCLUDING THE "ECONOMIC DEVELOPMENT AGREEMENT" WITH BURKE'S OUTLET STORES, LLC.

Documents: [RESOLUTION 2016-11\\_FACADE IMPROVEMENT.PDF](#)

4.4. Wounded Warrior Project Special Event Permit

Approve a special event permit for a Wounded Warrior Project Cycling Event on April 29, 2016 from 9:00am to 12:00pm, following the route as seen on the attached map. Fees have been paid. Insurance has been requested. (Hicks)

Documents: [WOUNDED WARRIOR SPECIAL EVENT.PDF](#)

4.5. Offbeat Eatz Special Event Permit

Approve a special events permit for an event on April 30, 2016 from 5:00pm to 10:00pm, at 2550 Du Lac Trace. This permit will require parking in the driveway only and that no food will be sold to the general public. All supporting documentation and fees have been submitted and approved. (Hicks)

Documents: [OFFBEATZ SPECIAL EVENT APPLICATION.PDF](#)

4.6. Quarterly Investment Report

Approve the Quarterly Investment Report for 2nd quarter 2015-16 as required by the Public Funds Investment Act. (Lab)

Documents: [QUARTERLY INVESTMENT REPORT.PDF](#)

4.7. Excused Absence

Approve an excused absence for Glenn Royal and Robert Llorente for the April 5, 2016 regular City Council meeting. (Hicks)

4.8. Minutes - March 15, 2016

Approve the minutes of the March 15, 2016 regular City Council meeting. (Hicks)

Documents: [031516 REGULAR MEETING MINUTES.PDF](#)

4.9. Minutes - March 29, 2016

Approve the minutes of the March 29, 2016 special City Council meeting. (Hicks)

Documents: [032916 SPECIAL MEETING MINUTES.PDF](#)

## **5. NEW BUSINESS**

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

### **5.1. Resolution 2016-12**

Discuss, consider, and authorize approval of or take action on proposed Resolution 2016-12. (Cook)

A RESOLUTION OF THE CITY OF SEABROOK, TEXAS FINDING THAT CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC'S APPLICATION FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR PURSUANT TO 16 TEX ADMIN. CODE § 25.243 AND TO RECONCILE DOCKET NO. 44572 REVENUES TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

Documents: [RESOLUTION 2016-12.PDF](#)

## **6. ROUTINE BUSINESS**

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

### **6.1. Action Items Checklist**

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

Documents: [041116 ACTION ITEMS CHECKLIST.PDF](#)

### **6.2. Future meeting dates and agenda items**

Establish future meeting dates and agenda items. (Council)

Documents: [APRIL\\_MAY CALENDAR.PDF](#)

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

**I certify that this notice was posted on the bulletin board on or before Friday, April 15, 2016 no later than 5:00 p.m. and that this notice will remain posted until the meeting has ended.**

**Robin Hicks, TRMC  
City Secretary**







# *CITY OF SEABROOK*

## AGENDA BRIEFING

**Date of Meeting:** 04/19/16

**Submitter/Requestor:** Kevin Padgett

**Date Submitted:** 04/11/16

**Presenter:** Kevin Padgett

**Description/Subject:** Bid Award for Disposal of Municipal Sludge Project 2016-05

**Applicant:** Public Works

**Legal Description:**

**Request:** Update Contract

**Purpose/Need:** Policy Issue ☒ Administrative Issue ☐

**Background/Issue** (What prompted this need?): Sludge Dewatering & Hauling to approved landfill. Sludge Hauling is a major process in the WWTP daily treatment and operations which keeps us in compliance with TCEQ rules & regulations

**Impacted Parties** (Expected/Notified): Wastewater Treatment Plant

**Recommended Action:** Award contract to low bidder C & R Wastewater LLC

**Attachments:** Bid Tabulation, Bid & Contract, Insurance

**Fiscal Impact:** Budgeted ☒ Yes ☐ No  
Budget Amendment Required ☐ Yes ☐ No  
Future/Ongoing Impact ☐ Yes ☐ No

Finance Officer Review:

Budget Dept/Line Item Number 912-5455

**Funding Comments:** Annual Budget

**Where on the agenda should this item be placed?** Bid Awards

(i.e. Public Hearing, New Business, Old Business, Consent Agenda, Executive Session, etc.)

Consent Agenda

**Suggested Motion:** Award bid to the low bidder C & R Wastewater LLC in the amount of \$ 378.50 per dry ton

**City Manager Review:**

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

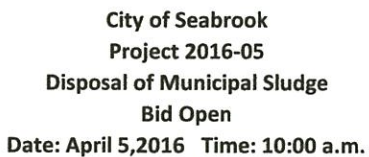
(All items are to be reviewed and approved by the city manager, except items submitted by the mayor or any council member or routine consent agenda items such as minutes and second & third readings of ordinances.)

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.**

[illegible]



**City of Seabrook  
Notice to Bidders  
Sealed Bid Project #2016-05  
Disposal of Municipal Sludge**

Sealed BIDS for the Disposal of Municipal Sludge, Seabrook Project No. 2016-05, will be received until 10:00 a.m. on **Tuesday, April 5, 2016**, in the office of the City Secretary, 1700 First Street, Suite 206, Seabrook, Texas 77586. Bids must be received and time stamped by the City Secretary prior to the aforementioned time, when they will be publicly opened and read aloud in Suite 204. Bidding Documents may be obtained at Seabrook City Hall or by contacting Mike Gibbs at (281) 291-5732 or email [mgibbs@seabrooktx.gov](mailto:mgibbs@seabrooktx.gov).

Cashier's Check, Certified Check, or acceptable Bid Bond, payable to City of Seabrook in an amount not less than 5% of the maximum Bid price submitted, must accompany each Bid as a guarantee that, if awarded the Contract, the Bidder will within 15 calendar days of award of Contract enter into a Contract and execute Bonds on the forms provided in the Contract Documents.

The successful Bidder must furnish PERFORMANCE and PAYMENT BONDS on the forms furnished with the PROPOSAL, in the amount of 100% of the total Contract price.

No pre-bid conference will be held.

Until final award of the Contract, the OWNER reserves the right to reject any or all Bids, to waive irregularities or technicalities, to re-advertise, or proceed to do the Work otherwise when in the best interests of the OWNER.

PUBLISHED: 03/17/16  
03/24/16

# INVITATION TO BID



1700 First Street

**BID TITLE: DISPOSAL OF MUNICIPAL SLUDGE**  
**PROJECT NUMBER: 2016-05**

**BID OPENING DATE: April 5, 2016 @ 10:00 A.M.**  
**LATE BIDS WILL NOT BE CONSIDERED.**

Bidder Must Fill In & Sign

Name of Firm, Company

C&R Wastewater

Agent's Name

Nik Becker

Agent's Title

Territory Manager

Mailing Address

PO BOX 187

City

Willis

State

TX

Zip

77378

Telephone

936-856-4199

Fax No.

936-856-1427

Email address:

AUTHORIZED SIGNATURE

ATTEST/SEAL(if a corporation):

WITNESS (if not a corporation):

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. BIDDER HAS READ AND AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. PURCHASES MADE FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. **DO NOT** INCLUDE TAXES IN YOUR BID. BIDDER **GUARANTEES** PRODUCT OFFERED SHALL **MEET OR EXCEED** MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

| ESTIMATED AMOUNTS | ITEM AND DESCRIPTION                                                                                                        | UNIT PER DRY TON | TOTAL BASED ON ESTIMATED AMOUNTS |
|-------------------|-----------------------------------------------------------------------------------------------------------------------------|------------------|----------------------------------|
| 300 DRY TONS      | ANNUAL DISPOSAL OF MUNICIPAL SLUDGE (REMOVAL AND DISPOSAL) PER SPECIFICATIONS<br><br>AEROBIC NON-HAZARDOUS MUNICIPAL SLUDGE | \$378.50         | \$113,550.00                     |

Biosolids removal fee will include transportation to (you need to include any fuel charges and set up/move in fees in your dry ton price) and application at associated land application site. Fee is to include equipment and all percent (%) solids testing required to calculate dry tons.

Methodology for Biosolids Removal: Dewater sludge on site using dewatering drum. transport solids to landfill inside same drum.

Registered Site Number: Coastal Plains RDF – Permit No. H1721

Beneficial Reuse Site: N/A

"By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business."



## TERMS AND CONDITIONS

1. The City of Seabrook will accept **sealed bids** Monday through Thursday, 7:30 a.m. – 5:00 p.m. and Friday 8:00 a.m. – 5:00 p.m. Bids must be received by the PURCHASING DEPARTMENT or CITY SECRETARY and time stamped by the specified hour and date of the opening. At that time the bids will be publicly opened and read aloud.
2. All sealed bids should be submitted on the original forms provided including one marked original and one marked duplicate. Each bid must be sealed and should be placed in a properly identified envelope with bid project number, time and date of bid opening.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of Seabrook reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders. If bidder demonstrates just reason for a change, the City of Seabrook must have at **least** three working days (72 hours) notice prior to bid opening date.
6. **Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the Purchasing Department and obtain clarification prior to submitting a bid.**
7. **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling, and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, **UNIT prices shall govern.** Bids subject to unlimited price increases will not be considered.
8. Bid offered shall be valid for sixty (60) days from opening date.
9. The City of Seabrook is exempt from taxes. **DO NOT INCLUDE TAX IN BID.**
10. The City of Seabrook reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Bidder **MUST** give full firm name and address. Person signing bid should show **TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.** Authorized signature should appear on each page of the bid, in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
13. NO substitutions or cancellations permitted without written approval of the City of Seabrook.
14. All bidders **must meet or exceed the minimum specifications** to be considered as a valid bid. The City of Seabrook reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Seabrook.
15. **DELIVERY:** Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded.
16. Consistent and continued tie bidding could cause rejection of bids by the City of Seabrook and/or investigation for Anti-Trust violations.
17. If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public.
18. The Contractor/Supplier agrees to protect the City of Seabrook from claims involving infringement of patents or copyrights.
19. Original invoices shall be sent to the City of Seabrook, 1700 First Street, Seabrook, TX 77586; Attn: Accounts Payable.
20. The City of Seabrook shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Seabrook shall constitute all items bid being received and in good working order to the City of Seabrook's satisfaction.
21. **Effective January 1, 2016 all business entities must file Form 1295 with the Texas Ethics Commission [www.ethics.state.tx.us](http://www.ethics.state.tx.us) and follow all requirements pertaining to House Bill 1295.**



**Disposal of Municipal Sludge  
Project 2016-05**

**SPECIFICATIONS (MINIMUM):**

**INTENT:** The City of Seabrook seeks competitive bids on the disposal of sludge transportation and disposal to permitted solid waste landfill. The purpose of these specifications is to describe the minimum requirements of the City of Seabrook for this project.

**REQUIREMENTS:** Any variance in any item must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid bid. Any exceptions taken may be just cause for disqualification. **House Bill 1295 was implemented as of January 1, 2016 requiring all business entities to file a Form 1295 with the Texas Ethics Commission [www.ethics.state.tx.us](http://www.ethics.state.tx.us) prior to signing a contract with the City.**

**GENERAL CONDITIONS:** Sections must be filled out completely. The bid shall be awarded in whole to the vendor who provides goods or services at the best value for the City.

**BIDDERS BOND:** If the amount of the bid exceeds \$50,000, such bid shall be accompanied by a bid security in the form of either a cashier's check, certified check or a letter of credit from an FDIC insured bank in the amount of five percent (5%) of the greatest amount bid and made payable without recourse to City of Seabrook (hereinafter referred to as "City"), or a bid bond on the form provided herein as the Official Bidder's Bond for the same amount from an approved Surety company licensed to operate in the State of Texas to act as Surety, or a bonding company furnishing a certificate from the Texas State Board of Insurance Commissioners. Bonds submitted by a partnership must be signed by one of the general partners and the same witnessed to. Bonds submitted by a corporation must be signed by an officer of the corporation having the authority either granted by the corporate charter, the bylaws of the corporation, Evidence of authority of the signing officer must be submitted in all cases. Bonds submitted by a sole proprietorship must be signed by the proprietor, witnessed and clearly set out the name under which the proprietor is conducting business. Said bid security shall serve as a guarantee that bidder will enter into a Contract with City and execute any additional required bonds within ten (10) business days after Notice of Award of Contract to him. If no additional bonds are required, said bid security shall also serve as a guarantee that the successful bidder will deliver all materials/equipment and/or services in accordance with the delivery time and specifications. The Notice of Award of Contract shall be given by the City within sixty (60) calendar days following the opening of the bids. Bid security must be enclosed in the same envelope with the bid. *Bids without proper bid security may not be considered.* All bid securities will be returned to the respective bidders within ten (10) business days following the opening of bids, except those of the three (3) best qualified bidders, as determined by the City, until the successful bidder has executed the Contract and any additionally required bonds. Thereafter, all remaining bid securities, except the bid security of successful bidder, if no additional bonds are required, will be returned within ten (10) business days. The bid



security of the successful bidder will be returned either upon execution of the Contract and any additional required bonds, or if none required, upon delivery of all materials/equipment and/or services in accordance with the specifications. Failure to perform in strict accordance with such specifications will result in forfeiture of the bid security, and the proceeds of said security shall become the absolute property of the City.

**ACCEPTANCE AND NONCONFORMING STANDARDS:** All deliveries shall be accepted subject to inspection, count and/or testing. A wavier on one occasion does not constitute a waiver on future occasions.

**INSURANCE REQUIREMENTS: BIDDER SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE INVITATION TO BID, OR PRIOR TO AWARD OF BID. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE.** THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

**INDEMNITY AGREEMENT:**

THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR



**DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.**

**COMPLIANCE WITH LAWS:** Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract.

These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Harris County , Texas, where venue for any proceeding arising hereunder will lie.

**SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.

**ASSIGNMENT:** The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the prior written consent of the City Manager who is hereby authorized to give such consent by the City Council of the City; provided, however, that assignments to banks or other financial institutions may be made without consent of the City. Furthermore, in the event of a merger, consolidation or transfer of all or substantially all of the assets of Contractor, the surviving or resulting corporation or transferee of Contractor's assets shall be bound by and shall have the benefit of the provisions of this Contract only upon the prior written consent of the City Manager. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

**SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these



requirements and the specifications as though the invalid portion had been omitted.

**AWARD OF CONTRACT:** Unless all bids are rejected, the City will award the Contract as promptly as possible consistent with the time required for a thorough analysis of the bids submitted to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. Additionally, the City may give preference to a local bidder when purchasing real property, personal property attached to real property, or services other than professional services, if the local bidder bids an amount that is within three (3%) of the lowest bid received by the City from a bidder which is not a local resident of the City. However, the City reserves the right to delay award for sixty (60) calendar days after receipt of bids. If no award is made within sixty (60) calendar days after receipt of bids, a Bidder may withdraw his bid without prejudice to himself by submitting a written request for its withdrawal to the person who holds the bid. Award will be made on the basis of all factors that are available to be judged by the City and deemed by the City to be of the greatest advantage to it, considering the type of work involved, the length or duration thereof; the quality, availability and adaptability of any personal property or services to the particular use required; the elements of the bid, including the number and scope of conditions attached to the bid; the ability, capacity, and skill of the bidder to perform the Contract or service required; whether the bidder can perform the Contract or provide the service promptly, or within the time required, without delay or interference; the character, responsibility, integrity, reputation, and experience of the bidder; history and performance of Bidders in previous jobs; the sufficiency of the financial resources and ability of the bidder to perform the Contract or provide service, the ability of the bidder to provide future maintenance, repair, parts, and service for the use of the subject of the Contract; and other factors as shall be determined by the City. The City may refuse to Contract with, or accept the low bid of persons or businesses that are indebted to the City. The City reserves the right to reject any or all bids, to waive bid irregularities, and to award each proposal to more than one Contractor, as the interest of the City may require.

**EXECUTION OF CONTRACT DOCUMENTS:** The failure of the successful bidder to properly execute the Contract and supply the required bonds, if any, within ten (10) calendar days after the prescribed forms are presented for signature, or within such extended period as the City may grant in writing, shall constitute a default and the City may, at its option, either award the Contract to the next best qualified bidder, or re-advertise for bids. In either case, the City may charge against the bidder the difference between the amount of the bid and the amount for which a Contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the City for a refund.

**FUNDS:** The City has available sufficient funds to pay the Contractor in cash, in accordance with the provisions of the Contract.

**CONTRACT TERMINATION:** The City of Seabrook reserves the right to terminate this contract for any reason by notifying the contractor in writing thirty (30) days prior to the termination date.

**RIGHT OF ASSURANCE:** Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

**REFERENCES:** Bidder shall provide a list if a minimum of three (3) customers to whom Bidder has supplied the specified material, product, equipment or service bid for the last three (3) years. Attachment I –References is attached for Bidder's convenience and shall be returned with the Invitation to Bid.

**PRICING:** The price shall include all costs including shipping, handling, pickup, delivery, and any other related costs. All quotes shall be F.O.B. destination as stated in the delivery section.

**INVOICE:** Bidder shall include Purchase Order number on corresponding invoice. Invoice shall be sent to:

CITY OF SEABROOK  
ATTN: ACCOUNTS PAYABLE  
1700 FIRST STREET  
SEABROOK, TX 77586

**PAYMENT:** The City of Seabrook shall pay for services within thirty (30) days of receipt of invoices and acceptance of all work. Acceptance by the City of Seabrook shall constitute all services bid being received to the City's satisfaction.

**BID DELIVERY:** The City of Seabrook Purchasing Department or Secretary's Office shall accept **sealed** bids Monday through Thursday, 7:30 a.m. - 5:00 p.m. and Friday 8:00 a.m. - 5:00 p.m. Bids must be received and time stamped before the specified hour and date of the opening. Each bid **must be sealed** and should be placed in a properly identified envelope with bid number, time and date of bid opening.

Submit to:

CITY OF SEABROOK  
PURCHASING DEPARTMENT  
1700 FIRST STREET  
SEABROOK, TEXAS 77586



**SPECIFICATIONS**  
**DISPOSAL OF MUNICIPAL SLUDGE**  
**PROJECT #2016-05**

**GENERAL REQUIREMENTS:** The services to be furnished in this agreement will be for transportation and disposal of liquid and/or dewatered municipal wastewater treatment plant sludge, as required to provide proper treatment of the effluent.

Solid Waste Disposal Sites must meet TCEQ 30 TAC Chapter 312 & 330 and U.S. EPA 40 CFR Part 503 Sewage Sludge Use and Disposal regulations.

**INSURANCE REQUIREMENTS**

Successful firm shall provide a certificate of insurance executed by an insurance company authorized to do business in Texas, and shall contain the amounts specified herein, and shall be executed prior to award of bid.

- (a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;
- (b) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$100,000.
- (c) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$100,000 per each person, \$300,000 per each occurrence/aggregate; Property Damage \$100,000 per each occurrence;
- (d) Excess Liability Insurance Comprehensive general Liability, Comprehensive Automobile Liability and coverage's afforded by the policies above, with the minimum limits of \$500,000 excess of specified limits;

**SPECIFIC REQUIREMENTS:**

**1. Disposal Services**

- (b) Contractor shall provide all equipment, chemicals and personnel necessary to dewater the City of Seabrook's municipal waste biological solid and dispose, or cause to be disposed, of those dewatered solids.

- (c) Waste biological solids shall be disposed of in accordance with the rules and regulations of the appropriate County, State and Federal regulatory agencies. Changes in these regulations shall entitle the contractor to appeal to the City to renegotiate the terms of this contract, but the contractor shall not have the right to pass cost increases on to the City without the City's approval. Failure to agree on new terms may be addressed by the termination provisions in the Instructions to Bidders, letter II Termination of Contract.
- (d) The City shall provide a suitable location at its facility for dewatering operations along with portable water, electricity and treatment of filtrate and wash down water.
- (e) The City will notify contractor when disposal of waste biological solids is needed. The contractor shall provide service within 5 days.
- (f) Each load shall be weighed by certified scale and a percent solids test run on each individual load.
- (g) Each trailer shall be lined with a plastic liner to prevent leakage.
- (h) Contractor shall provide records and documentation to the City as indicated on the attached exhibit 'A' to provide the City with the means to comply with permits issued by Texas Commission on Environmental Quality and United States Environmental Protection Agency.
- (i) Weight tickets and sludge manifests shall be furnished with each load.

2. **Term** The term of this agreement shall be for a one year period. The agreement may be renewed on a monthly basis and may be negotiated for two additional one-year term with the mutual consent of both parties, 30 days prior to the expiration of the initial agreement.

3. **Standards of Performance**

If a contractor, for any cause, fails to dispose of waste biological solids as herein specified, the City at its option and after sending written notice to the contractor shall have no further liability under this agreement.

4. **Insurance**

The contractor shall carry appropriate insurance for its sludge disposal operation including but not limited to workmen's compensation and employer's liability, as required by law; and comprehensive general liability including coverage and risk for bodily injury; property damage (automobile and other than automobile) explosion, collapse, underground and umbrella liability coverage.



**EXHIBIT 'A'**  
**EXCERPT FROM TWO PERMIT #10671**

**SECTION III                      REQUIREMENTS APPLYING TO ALL SEWAGE SLUDGE  
DISPOSED IN A MUNICIPAL SOLID WASTE LANDFILL**

- A. The permittee shall handle and dispose of sewage sludge in accordance with 30 TAC Chapter 330 and all other applicable state and federal regulations to protect public health and the environment from any reasonable anticipated adverse effects due to any toxic pollutants that may be present. The permittee shall ensure that the sewage sludge meets the requirements in 30 TAC §330 concerning the quality of the sludge disposal in a municipal solid waste landfill.
- B. If the permittee generated sewage sludge and supplies that sewage sludge to the permittee shall provide to the owner or operator of a Municipal Solid Waste Landfill (MSWLF) for disposal, the permittee shall provide to the owner or operator of the MSWLF appropriate information needed to be in compliance with the provisions of this permit.
- C. The permittee shall give 180 days prior notice to the Executive Director of any change planned in the sewage sludge disposal practice.
- D. Sewage sludge shall be tested annually in accordance with the method specified in both 40 CFR Part 261, Appendix II and 40 CFR Part 268, Appendix I (Toxicity Characteristic Leaching Procedure) or other method, which receives the prior approval of the TCEQ for contaminants listed in Table 1 of 40 CFR Section 261.24. Sewage sludge failing this test shall be managed according to RCRA standards for generators of hazardous waste, and waste's disposition must be in accordance with all applicable requirements for hazardous waste processing, storage or disposal.

Following failure of any TCLP test, the management or disposal of sewage sludge at a facility other than an authorized hazardous waste processing, storage, disposal facility shall be prohibited until such time as the permittee can demonstrate the sewage sludge no longer exhibits the hazardous waste toxicity characteristics (as demonstrated by the results of the TCLP tests). A written report shall be provided to both the TCEQ Registration and Reporting Section (MC129) of the Registration, Review, and Reporting Division and the Regional Director (MC Region 12) of the appropriate TCEQ field office within 7 days after failing the TCLP Test. The report shall contain test results, certification that the unauthorized waste management has stopped and a summary of alternative disposal plans that comply with TCRA standards for the management of hazardous waste. The report shall be addressed to: Director, Registration, Review, and Reporting Division (MC129), Texas Commission on Environmental Quality, P.O. Box 13087, Austin, Texas 78711-3087. In addition, the permittee shall prepare an annual report on the results of all sludge toxicity testing. This annual report shall be submitted to the TCEQ Regional Office (MC Region 12) and the Water Quality Compliance Monitoring Team (MC 224) of the Enforcement Division by September 1 of each year.



- E. Sewage sludge shall be tested as needed, in accordance with the requirements of 30 TAC Chapter 330.
- F. Recordkeeping requirements – The permittee shall develop the following information and shall retain the information for five years. The sludge documents will be retained on site at the same location as other TCEQ records.
  - 1. The description (including procedures followed and the results) of all liquid Paint filter Tests performed.
  - 2. The description (including procedures followed and the results) of all TCLP tests performed.
- G. Reporting Requirements – The permittee shall report annually to the TCEQ Regional Office (MC Region 12) and Water Quality Compliance Monitoring Team (MC224) of the Enforcement Division by September 1 of each year, the following information:
  - 1. Toxicity Characteristic Leaching Procedure (TCLP) results.
  - 2. Annual sludge production in dry tons / year.
  - 3. Amount of sludge disposed in a municipal solid waste landfill in dry tons / year.
  - 4. Amount of sludge transported interstate in dry tons / year.
  - 5. A certification that the sewage sludge meets the requirements of 20 TAC Chapter 330 concerning the quality of the sludge disposed in a municipal solid waste landfill.
  - 6. Identity of hauler(s) and transporter registration number.
  - 7. Owner of disposal site(s).
  - 8. Location of disposal site(s).
  - 9. Date(s) of disposal.

The above records shall be maintained on site on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

## BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

(2) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

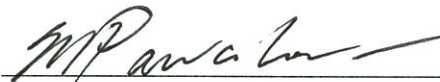
(3) "Texas resident bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(b) The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that C&R Wastewater is a resident bidder of Texas as defined in HB 620.

(Company Name)

Signature



Print Name

Michael Pawalowski

I certify that \_\_\_\_\_ is a Nonresident bidder as defined in HB 620

(Company Name)

and our principal place of business is \_\_\_\_\_.

(City and State)

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

## EXCEPTIONS TO SPECIFICATIONS

If any item, material or equipment submitted as a part of this bid does not fully meet or exceed the minimum specifications as published, the exception(s) MUST be listed on this sheet and attached to the bid.

| Section | Item/Material/Equipment Bid | Reason |
|---------|-----------------------------|--------|
|         |                             |        |
|         |                             |        |
|         |                             |        |
|         |                             |        |
|         |                             |        |
|         |                             |        |
|         |                             |        |
|         |                             |        |
|         |                             |        |
|         |                             |        |
|         |                             |        |
|         |                             |        |
|         |                             |        |

If no exceptions are listed, it will be assumed that the bid meets or exceeds the minimum specifications and any purchase contract as a result of this bid will be contingent on that condition.

Company \_\_\_\_\_

Agent \_\_\_\_\_



## SUPPLIER INFORMATION FORM

|                                      |                                                                                       |
|--------------------------------------|---------------------------------------------------------------------------------------|
| <b>COMPANY'S FULL BUSINESS NAME:</b> | C&R Wastewater, LLC.                                                                  |
|                                      |                                                                                       |
| <b>PHYSICAL ADDRESS:</b>             | 114 S. Danville St                                                                    |
|                                      | Willis, TX 77378                                                                      |
|                                      |                                                                                       |
|                                      |                                                                                       |
| <b>PHONE #:</b>                      | 936-856-4199                                                                          |
| <b>FAX #:</b>                        | 936-856-1427                                                                          |
| <b>CONTACT PERSON:</b>               | Nik Becker                                                                            |
| <b>PHONE #:</b>                      | 936-203-9178                                                                          |
|                                      |                                                                                       |
| <b>REMITTANCE ADDRESS:</b>           | PO BOX 187                                                                            |
|                                      | Willis, TX 77378                                                                      |
|                                      |                                                                                       |
|                                      |                                                                                       |
| <b>PHONE #:</b>                      | 936-203-9178                                                                          |
| <b>FAX #:</b>                        |                                                                                       |
| <b>CONTACT PERSON:</b>               | Nik Becker                                                                            |
| <b>PHONE #:</b>                      |                                                                                       |
|                                      |                                                                                       |
| <b>PAYMENT TERMS DISCOUNT:</b>       |                                                                                       |
|                                      |                                                                                       |
| <b>COMPANY TAX ID#:</b>              |  |
|                                      |                                                                                       |

**CITY OF SEABROOK**  
**PURCHASING DEPARTMENT**  
**NO BID NOTIFICATION**

BID TITLE: \_\_\_\_\_

BID NUMBER: \_\_\_\_\_

SUPPLIER NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AGENT'S NAME: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

The CITY OF SEABROOK is interested in receiving competitive pricing on all items bid. We also desire to keep your firm as a bidder and a supplier of materials and equipment. Therefore, it is important for us to determine why you are not bidding on this item. We will analyze your input carefully and try to determine if future changes are needed in our specifications and procedures.

I did not bid for the following reasons: (PLEASE CHECK ONE OF THE LISTED REASONS)

\_\_\_\_\_ Do not supply the requested product.

\_\_\_\_\_ Quantities offered are too small or too large to be supplied by your company. (Please circle one of the underlined.)

\_\_\_\_\_ Specifications are "too tight" or written around a particular product. (Please elaborate on this item.)

\_\_\_\_\_ Cannot bid against manufacturer or jobber on this item. (Please circle one of the underlined).

\_\_\_\_\_ Time frame for bidding was too short for my organization.

\_\_\_\_\_ Not awarded a previous contract by the City when you felt you were low bidder.

\_\_\_\_\_ Other \_\_\_\_\_

**Failure to submit a bid or no-bid notification may result in removal from future bidders' lists.**

~~~~~  
If you wish to remain on the City's bid list for this item, please indicate:

\_\_\_\_\_ I wish to remain. \_\_\_\_\_ I do not wish to remain.

## ATTACHMENT I

### REFERENCES

Each Bidder is to provide a minimum of three (3) verifiable references in which the bidder has sold, maintained or provided this or similar product or service.

Company Name: City of La Marque

Address: 1500 Municipal Drive La Marque, TX

Contact Person: Jason Hubbell – Plant Operations Supervisor

Telephone : ( 409 ) 682-1437

Email: J.hubbell@cityoflamarque.org

Product Purchased by Reference: Annual Contract for sludge removal at WWTP

Company Name: City of Bridge City

Address: Sewer Plant Rd. Bridge City, TX

Contact Person: Mike Lund - Superintendent

Telephone : ( 409 ) 313-0252

Email: mlund@bridgecitytex.com

Product Purchased by Reference: Annual Contract for sludge removal at WWTP

Company Name: City of Galveston

Address: 823 Rosenberg. Galveston, TX 77553

Contact Person: Cynthia Diaz – Superintendent of Airport WWTP

Telephone : ( 409 ) 741-4632

Email: diazcyn@cityofgalveston.org

Product Purchased by Reference: Sludge removal from WWTP



## OFFICIAL BIDDER'S BOND

THE STATE OF TEXAS

KNOW ALL MEN BY THESE  
PRESENTS:

COUNTY OF HARRIS

THAT we, C&R Wastewater as Principal and the other subscriber hereto as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Seabrook, Texas, as municipal corporation, in the sum of \$5,677.50 Dollars (an equal to 5% of the greatest amount bid by the bidder to do the work).

The condition of this obligation is as follows:

WHEREAS, the Principal has submitted on or about this date a bid proposal offering to perform the following:

## Disposal of Municipal Sludge

in accordance with the plans, specifications and terms and conditions related thereto to which reference is hereby made.

NOW, THEREFORE, if the said Principal's offer as stated in the Bid Proposal is accepted by the City, and the said Principal executes and returns to the City the number of original counterparts of the contract required by the City, on the forms prepared by the City, for the work described herein and also executes and returns the same number of the Performance, Payment and Maintenance Bonds, if required, on the forms prepared by the City, in connection with the work described herein, within the time provided in the specifications (such bonds to be executed by a Surety Company authorized to do business in the State of Texas, and having an underwriting limitation in at least the amount of the bond) then this obligation is null and void, otherwise it is to remain in full force and effect.

In the event that the Principal is unable to or fails to perform the obligations undertaken herein, the undersigned Principal and Surety shall be liable to the City of Seabrook for the full amount of this obligation which is hereby acknowledged as the amount of damages which will be suffered by the City on account of the failure of such Principal to perform such obligations, the actual amount of such damages being difficult to ascertain.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2012.

C+R WASTEWATER

Principal

Michael Pawlowski

Signature

Michael Pawlowski

Printed Name

V.P.

Title

CERTIFIED CHECK

Surety

Signature

Printed Name

Title

ATTEST/WITNESS: (SEAL)

Nik Belker

Signature

Nik Belker

Printed Name

TERRITORY MANAGER

Title

ATTEST/WITNESS: (SEAL)

Signature

Printed Name

Title

REVIEWED:

THE FOREGOING BOND IS APPROVED AND  
ACCEPTED ON BEHALF OF THE CITY OF  
SEABROOK:

\_\_\_\_\_  
LEGAL COUNSEL

\_\_\_\_\_  
MAYOR, CITY OF SEABROOK



10/09/2015

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  
Soules Insurance Agency, LP  
701 N San Jacinto  
Conroe, TX 77301  
936 756-0671

CONTACT  
NAME:PHONE  
(A/C, No, Ext): 936 756-0671FAX  
(A/C, No):E-MAIL  
ADDRESS:

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Scottsdale Insurance Company

INSURER B : Texas Mutual Ins. Co.

22945

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED  
C & R Waste Water  
P. O. Box 187  
Willis, TX 77378

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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<br>LTR | TYPE OF INSURANCE                                                                              | ADDL<br>INSR | SUBR<br>WVD | POLICY NUMBER | POLICY EFF<br>(MM/DD/YYYY) | POLICY EXP<br>(MM/DD/YYYY) | LIMITS                                                                                   |
|-------------|------------------------------------------------------------------------------------------------|--------------|-------------|---------------|----------------------------|----------------------------|------------------------------------------------------------------------------------------|
| A           | GENERAL LIABILITY                                                                              |              |             |               | 06/22/2015                 | 06/22/2016                 | EACH OCCURRENCE \$1,000,000                                                              |
|             | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                               |              |             |               |                            |                            | DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000                                      |
|             | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                 |              |             |               |                            |                            | MED EXP (Any one person) \$5,000                                                         |
|             |                                                                                                |              |             |               |                            |                            | PERSONAL & ADV INJURY \$1,000,000                                                        |
|             |                                                                                                |              |             |               |                            |                            | GENERAL AGGREGATE \$2,000,000                                                            |
|             |                                                                                                |              |             |               |                            |                            | PRODUCTS - COMP/OP AGG \$2,000,000                                                       |
|             | GEN'L AGGREGATE LIMIT APPLIES PER:                                                             |              |             |               |                            |                            | \$                                                                                       |
|             | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |              |             |               |                            |                            |                                                                                          |
|             | AUTOMOBILE LIABILITY                                                                           |              |             |               |                            |                            | COMBINED SINGLE LIMIT (Ea accident) \$                                                   |
|             | <input type="checkbox"/> ANY AUTO                                                              |              |             |               |                            |                            | BODILY INJURY (Per person) \$                                                            |
|             | <input type="checkbox"/> ALL OWNED AUTOS                                                       |              |             |               |                            |                            | BODILY INJURY (Per accident) \$                                                          |
|             | <input type="checkbox"/> HIRED AUTOS                                                           |              |             |               |                            |                            | PROPERTY DAMAGE (Per accident) \$                                                        |
|             | <input type="checkbox"/> SCHEDULED AUTOS                                                       |              |             |               |                            |                            | \$                                                                                       |
|             | <input type="checkbox"/> NON-OWNED AUTOS                                                       |              |             |               |                            |                            |                                                                                          |
| A           | UMBRELLA LIAB                                                                                  |              |             |               | 07/28/2015                 | 06/22/2016                 | EACH OCCURRENCE \$1,000,000                                                              |
|             | <input checked="" type="checkbox"/> EXCESS LIAB                                                |              |             |               |                            |                            | AGGREGATE \$1,000,000                                                                    |
|             | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                             |              |             |               |                            |                            | \$                                                                                       |
| B           | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                  |              |             |               | 06/12/2015                 | 06/12/2016                 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER |
|             | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                    | Y/N          | N/A         |               |                            |                            | E.L. EACH ACCIDENT \$1,000,000                                                           |
|             | If yes, describe under DESCRIPTION OF OPERATIONS below                                         |              |             |               |                            |                            | E.L. DISEASE - EA EMPLOYEE \$1,000,000                                                   |
|             |                                                                                                |              |             |               |                            |                            | E.L. DISEASE - POLICY LIMIT \$1,000,000                                                  |

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

## CERTIFICATE HOLDER

## CANCELLATION

City of Seabrook - BID #2016-05

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



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2016-29117

Date Filed:  
03/22/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

C&R Wastewater  
Willis, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Seabrook

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

2016-05  
Disposal of Municipal Sludge

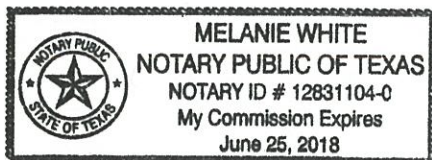
| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|---|--------------------------|------------------------------------------|---------------------------------------|--------------|
|   |                          |                                          | Controlling                           | Intermediary |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

*[Signature]*

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said MICHAEL PAWALOWSKI, this the 4<sup>TH</sup> day of APRIL, 2016, to certify which, witness my hand and seal of office.

*[Signature]*  
Signature of officer administering oath

Melanie White  
Printed name of officer administering oath

Office Manager  
Title of officer administering oath



CONTRACT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

THIS AGREEMENT, made and entered into this 19 th day of April, A.D., 2016, by and between City of Seabrook of the State of Texas, acting through the City Mayor, thereunto duly authorized so to do, Party of the First Part, hereinafter termed CITY, and C & R Wastewater LLC, a Texas company with registered office at 114 South Danville, City Willis, Texas, Party of the Second Part, hereinafter termed VENDOR.

WITNESSETH: That for and in consideration for the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (CITY), and under the conditions expressed herein and in the payment and performance bonds bearing even date herewith, the said Party of the Second Part (VENDOR), hereby agrees with the said Party of the First part (CITY) to commence and complete the services described below:

Dispose of the City of Seabrook's Aerobic Non-Hazardous Municipal Sludge (Project 2016-05) located at 715 Main Street and agrees to comply with all terms and conditions below, attached specifications, and notes in the bid package. The contract price of Three Hundred Seventy-Eight Dollars and Fifty Cents (\$378.50) per dry ton for an annual estimated total of One Hundred Thirteen Thousand Five Hundred Fifty Dollars (\$113,550.50) will be held constant for one year from the awarded date. At the end of the one year period the contract may be extended for up to twelve months with two additional twelve month options upon consent by the VENDOR and the CITY. In addition, the VENDOR shall supply the CITY with a copy of their Comprehensive Vehicle Liability and Workers Compensation and Employers Liability Insurance.

IN WITNESS THEREOF, the parties to these present have executed this agreement in the year and day first above written.

Party, First Part (CITY)

By: \_\_\_\_\_  
Glenn Royal, Mayor

ATTEST:

\_\_\_\_\_  
Robin Hicks, City Secretary  
(SEAL)

Party, Second Part (VENDOR)

By: \_\_\_\_\_  
Michael Pawalowski, Owner

ATTEST:

\_\_\_\_\_  
NIK BELKER, MANAGER  
(SEAL)

**CITY OF SEABROOK  
ORDINANCE NO. 2016-13**

**ETHICS REVIEW COMMISSION  
CHANGE IN FREQUENCY OF REQUIRED MEETING**

**AN ORDINANCE AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES OF THE CITY OF SEABROOK, ENTITLED “ADMINISTRATION,” ARTICLE VI, “CODE OF ETHICS,” DIVISION 2, “ETHICS REVIEW COMMISSION,” SECTION 2-209, “MEETINGS” BY CHANGING THE FREQUENCY OF REQUIRED MEETINGS FROM SEMI-ANNUALLY TO AS MAY BE NECESSARY TO FULFILL ITS RESPONSIBILITIES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Ethics Review Commission currently has a requirement to hold regular semi-annual meetings; and

**WHEREAS**, there have been no complaints for the Commission to consider in many years; and

**WHEREAS**, the City Secretary has recommended that Council reduce the number of required meetings from semi-annually to as may be necessary to fulfill its responsibilities; and

**WHEREAS**, the Council has agreed with these recommendations; now, therefore,

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

**SECTION 1.    AMENDMENT TO THE CODE**

That Chapter 2 entitled, “Administration,” Article VI, “Code of Ethics,” Division 2, “Ethics Review Commission”, Section 2-209, “Meetings” of the Code of the City of Seabrook be amended as follows:

**DIVISION 2. - ETHICS REVIEW COMMISSION**

**Sec. 2-209. - Meetings.**

The commission shall have [~~regular semi-annual~~] meetings [~~and such other meetings~~] as may be necessary to fulfill its responsibilities. The chairperson or any three members of the commission may call a meeting, in compliance with the Open Meetings Act, provided that reasonable notice is given to each member and to any person who requests notice of such meetings.



(Code 1976, § 2-83(3); Code 1996, § 2-209; Ord. No. 2008-16, § 2, 8-5-2008; Ord. No. 2013-04, § 1, 3-5-2013; Ord. No. 2013-24, § 1, 11-19-2013)

Secs 2-210-2-230. Reserved

**SECTION 2. REPEAL OF CONFLICTING ORDINANCES.**

All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

**SECTION 3. SEVERABILITY.**

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

PASSED AND APPROVED on first reading this 5<sup>th</sup> day of April, 2016.

PASSED, APPROVED, AND ADOPTED on second and final reading this 19<sup>th</sup> day of April, 2016.

By: \_\_\_\_\_  
Glenn Royal  
Mayor

ATTEST:

By: \_\_\_\_\_  
Robin Hicks, TRMC  
City Secretary

Approved as to form:

\_\_\_\_\_  
Steven L. Weathered  
City Attorney

**CITY OF SEABROOK  
ORDINANCE NO. 2016-09**

**PARKING PROHIBITED ON STREETS AND PRIVATE PROPERTY**

**AN ORDINANCE AMENDING CHAPTER 90 OF THE CODE OF ORDINANCES OF THE CITY OF SEABROOK, ENTITLED “TRAFFIC AND VEHICLES,” ARTICLE III, “STOPPING, STANDING, AND PARKING,” DIVISION 1, “GENERALLY,” BY REPEALING SECTION 90-65 AND REPLACING IT UNDER THE SAME SECTION NUMBER WITH A NEW TITLE, “PARKING BUSES, TRUCK TRACTORS, TRAILERS, OR OTHER VEHICLES WITH TWO OR MORE AXLES EXCEEDING 26,000 LBS GROSS WEIGHT RATING (GVWR) ON STREETS”; REPEALING SECTION 90-66 AND REPLACING IT UNDER THE SAME SECTION NUMBER WITH A NEW TITLE, “PARKING BUSES, TRUCK TRACTORS, TRAILERS, OR OTHER VEHICLES WITH TWO OR MORE AXLES EXCEEDING 26,000 LBS GROSS WEIGHT RATING (GVWR) ON PRIVATE PROPERTY”; RENUMBERING SUBSEQUENT SECTIONS ACCORDINGLY; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$200, OR THE MAXIMUM AMOUNT PERMITTED BY LAW FOR VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Seabrook has attempted to be continually aware of the problems and issues relating to hazards, nuisances and other circumstances which negatively impact the health, safety and well-being of its residents, citizens and inhabitants; and

**WHEREAS**, the City Council of the City of Seabrook has investigated, reviewed and considered complaints and associated concerns regarding parking which creates a hazard to the health, safety and welfare of the citizens of the City and that requires the need of further regulation; and

**WHEREAS**, City Council has determined it necessary to prohibit the obstruction, blockage, potential damage, and related parking issues in the interest of public safety; and

**WHEREAS**, in the interest of public safety City Council has determined it necessary to regulate the parking, standing, stopping, or leaving of certain vehicles to preserve the property values and aesthetics of the City, prevent damage to property, underground utility facilities and to mitigate or lessen the environmental effect of contamination caused by the leakage of fuels, petroleum products or other harmful chemicals from such vehicles as provided for by law, specifically including Texas Transportation Code Section 545.307 and related provisions; and

**WHEREAS**, all public notices have been posted, published and all required hearings on this matter have been held in accordance with law; now, therefore,

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

**SECTION 1. FINDINGS OF FACT.**

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

**SECTION 2. AMENDMENT TO THE CODE**

That Chapter 90 entitled, "Traffic and Vehicles," Article III, "Stopping, Standing, and Parking," Division 1, "Generally" be amended by repealing section 90-65 and replacing it under the same section number with a new title, "Parking Buses, Truck Tractors, Trailers, or other Vehicles with two or more axles exceeding [~~14,000~~] 26,000 lb. Gross Vehicle Weight Rating (GVWR) on streets," as follows:

**~~"[Sec. 90-65. Parking vehicles of three or more axles, capacities of more than three fourths ton and buses prohibited on all streets within the city at certain times.~~**

~~Parking is prohibited to the vehicles listed in this section, during the times stated and on either side of any and all streets within the city, with the sole exception stated in subsection (4) of this section.~~

- ~~(1) Vehicles prohibited by this section are all vehicles with three or more axles, and all vehicles having a capacity in excess of three fourths ton, and all buses.~~
- ~~(2) All streets within the city are covered by this section.~~
- ~~(3) Prohibited times for this section are any time from 10:00 p.m. to 6:00 a.m.~~
- ~~(4) For purposes of moving or delivering, the city police department may issue permits for parking contrary to this section, but such permit shall not exceed 48 hours duration.~~

~~(Code 1976, § 16-20.1; Code 1996, § 70-65; Ord. No. 99-22, § 1, 10-19-1999)]~~

**Sec. 90-65. – Parking Buses, Truck Tractors, Trailers, or other Vehicles with two or more axles exceeding [~~14,000~~] 26,000 lb Gross Vehicle Weight Rating (GVWR) on streets**

- (a) No person shall stop, park, or leave standing for any period exceeding one hour a Bus, Truck Tractor, Trailer, or other vehicle with two or more axles having a Gross Vehicle Weight Rating (GVWR) exceeding [~~14,000~~] 26,000 lbs, whether attended or unattended, on any public or private street within the city.



- (b) “**Bus**” means any motor vehicle designed or used to transport more than 15 passengers, including the driver. This includes taxicabs.
- (c) “**Truck tractor**” means a self-propelled motor vehicle designed and/or used primarily for drawing other vehicles.
- (d) “**Trailer**” includes:
- (1) “**Full trailer**” means any ~~[motor]~~ vehicle other than a pole trailer which is designed to be drawn by another motor vehicle and so constructed that no part of its weight, except for the towing device, rests upon the self-propelled towing motor vehicle. A semitrailer equipped with an auxiliary front axle (converter dolly) shall be considered a full trailer.
  - (2) “**Pole trailer**” means any ~~[motor]~~ vehicle which is designed to be drawn by another motor vehicle and attached to the towing motor vehicle by means of a “reach” or “pole,” or by being “boomed” or otherwise secured to the towing motor vehicle, for transporting long or irregularly shaped loads such as poles, pipes, or structural members, which generally are capable of sustaining themselves as beams between the supporting connections.
  - (3) “**Semitrailer**” means any ~~[motor]~~ vehicle, other than a pole trailer, which is designed to be drawn by another motor vehicle and is constructed so that some part of its weight rests upon the self-propelled towing motor vehicle.
- (e) “**Gross vehicle weight rating (GVWR)**” means the value specified by the manufacturer as the loaded weight of a single motor vehicle.
- (f) This section shall not apply to the driver who is making a temporary pickup or delivery or rendering some requested service at a location which abuts the public or private street on which the vehicle is stopped or parked.
- (g) In a prosecution for an offense under this section involving the stopping, standing, or parking of an unattended motor vehicle herein, it is presumed that the registered owner of the vehicle is the person who stopped, stood, or parked the vehicle at the time and place the offense occurred.”

### **SECTION 3. AMENDMENT TO THE CODE**

That Chapter 90 entitled, “Traffic and Vehicles,” Article III, “Stopping, Standing, and Parking,” Division 1, “Generally” be amended by repealing section 90-66 and replacing it under the same section number with a new title, “Parking Buses, Truck Tractors, Trailers, or other Vehicles with two or more axles exceeding [~~14,000~~] **26,000** lb. Gross Vehicle Weight Rating (GVWR) on private property”; renumbering subsequent sections, beginning with section 90-67, all as follows:

**“Sec. 90-66. – Parking Buses, Truck Tractors, Trailers, or other Vehicles with two or more axles exceeding [~~14,000~~] 26,000 lb. Gross Vehicle Weight Rating (GVWR) on private property.**

- (a) Herein, the terms “Bus”, “Truck tractor”, “Trailer”, and “Gross vehicle weight rating (GVWR)” shall have the meaning assigned in Section 90-65.
- (b) No person shall stop, park, or leave standing for any period exceeding one hour a Bus, Truck Tractor, Trailer, or other vehicle with two or more axles having a Gross Vehicle Weight Rating (GVWR) exceeding [~~14,000~~] **26,000** lb., whether attended or unattended, on any private property within the city.
- (c) This section shall not apply to the driver which is making a temporary pickup or delivery or rendering some requested service at a location.
- (d) **This section shall not apply to towed vehicles, including trailers, mobile homes, boat trailers, boats riggings, carts and vehicles, including motor homes, recreational vehicles or campers, where not in conflict with other provisions of this Code, such other provisions which shall control in case of conflict.**
- (e) This section shall not apply to any vehicle being stored legally on a commercial developed parcel of private property and is a direct accessory to the operations of that business not otherwise prohibited by city ordinance.
- (f) The term “accessory” means a vehicle which is incidental, and subordinate to the operations of the principal use located on the parcel of private property.
- (g) In a prosecution for an offense under this section involving the stopping, standing, or parking of an unattended [~~motor~~] vehicle herein, it is presumed that the registered owner of the vehicle is the person who stopped, stood, or parked the vehicle at the time and place the offense occurred.”

**Sec. 90-67[6]. - Idling commercial motor vehicles and/or trailers or semitrailers prohibited.**

- (a) The following words, terms and phrases, when used in this text, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**“Commercial vehicle”** means a motor vehicle, other than a motorcycle, designed or used for the transportation of property or delivery purposes.

**“Motor vehicle”** means a vehicle that is self-propelled.

**“Semitrailer”** means a vehicle without motive power that is designed or used with a motor vehicle, so that some of its weight and the weight of its load rests on or is carried by the motor vehicle.

**“Trailer”** means a vehicle without motive power that is designed or used to carry property or passengers or for temporary or indefinite storage on its own structure exclusively and drawn by a motor vehicle.

**“Truck tractor”** means a motor vehicle designed or used primarily for drawing another vehicle: that is not constructed to carry a load other than a part of the weight of the vehicle and load being drawn; any truck with 18 wheels or more, which is propelled by an internal-combustion engine using diesel fuel.

- (b) It shall be unlawful for the operating mechanism of any commercial vehicle and/or trailer, as defined herein, to be left running or idling while upon any municipal public or private parking lot held open to the public, or upon any public or private street, avenue, boulevard, or alley within the city, or to be lined up or queued for loading or unloading or inspections, for a period of time of more than 30 minutes. Emergency vehicles are exempt from this provision.

- (c) Any person who shall violate any provision of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount of not less than \$50.00 nor more than the maximum amount permitted by law, together with the costs of prosecution. Each violation shall constitute a separate offense.

(Code 1996, § 70-66; Ord. No. 2004-18, § 1, 12-7-2004)



**Sec. 90-68[7]. - Vehicles without valid registration and inspection stickers prohibited on public rights-of-way and public property.**

Any motor vehicle parked on a public right-of-way or public property without a valid and current state registration sticker and state inspection sticker shall be considered a nuisance and/or abandoned vehicle requiring removal and impounding by the city in accordance with law. Valid and current in this case means any required state inspection sticker and any state registration sticker with due dates not lagging more than 31 days of the current calendar date.

(Ord. No. 2007-10, § 2, 6-19-2007)

**Sec. 90-69[8]. - Vehicles for sale prohibited on public rights-of-way and public property.**

Motor vehicles being advertised for sale shall not be parked on any public right-of-way or other public property.

(Ord. No. 2007-10, § 2, 6-19-2007)

**Sec. 90-70[69]. - Designation of prohibited parking—Boat launching; obstruction and designated parking for vehicles with boat trailers.**

- (a) Vehicles shall not be parked in violation of posted restrictions and regulations, or in such a manner as to obstruct or impede normal or emergency traffic movement or the parking of other vehicles, create a safety hazard, or endanger any person, property or environmental feature.
- (b) It shall be unlawful for any person to park or stand a vehicle in a designated marked space posted with signage as "Vehicles with Attached Boat Trailers Only," without an attached trailer, in the city parking lot located on the north side of Clear Lake Creek underneath the overpass commonly known as the Seabrook/Kemah Bridge.
- (c) It shall be unlawful for any person to block or obstruct any public boat-loading ramp except while loading or unloading a watercraft.
- (d) Whenever any parking time limit is imposed, or parking is prohibited on designated streets or public property by this article or any ordinance of the city, as required by law, it shall be the duty of the chief of police to erect appropriate signs giving notice thereof. No such regulations shall be effective unless such signs are erected and in place at the time of any alleged offense as required by law.

(Ord. No. 2010-28, § 2, 10-5-2010; Ord. No. 2013-11, § 2, 7-2-2013)

**Sec. 90-71[0]. - Parking prohibited; streets, alleys and driveways.**

- (a) No person shall stop, stand, or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with law or the directions of a police officer or traffic-control device, in any of the following places:

- (1) In a front yard, which for purposes herein refers to, means and includes an improved single-family or duplex lot, which:
- a. For the purposes of an interior lot, includes:
    - 1. The area bounded by the front and side property lines of the lot and an imaginary line coinciding with and parallel to the front building wall of the residential structure extending to the side property lines; and
    - 2. The area extending the entire width of the lot between the front property line of the lot and the curb line or five feet from the edge of the adjacent street if without curbs; or
  - b. For the purposes of a corner lot, includes:
    - 1. The area described in subsection (a) of this definition; and
    - 2. The area of the lot bounded by the front property line, the side property line, which is adjacent to the street, the back property line and an imaginary line coinciding with and parallel to the side building wall nearest the street of the residential structure extending to the front and rear property lines; and
    - 3. The area extending the entire depth of the lot between the side property line of the lot nearest the curb and the curb line or five feet from the edge of the adjacent street if without curbs. A corner lot shall be treated as having two front yards.
  - c. It is an exception to the prohibition in subsection (a)(1) of this section if all wheels of the vehicle, parked in the front yard are on an "improved surface".

Improved surface means a parking area, including a "driveway," extending from the curb, street, or alley in a contiguous course, and constructed of concrete, brick, pavers, asphalt, or other equivalent materials approved by the chief building official prior to installation and serves as an all-weather surface acceptable to the chief building official.

Driveway means the permitted area of a lot constructed, improved, maintained and used for the primary purpose of vehicular access to a single-family or duplex residence from a public street or the permitted parking of vehicles at such residence in compliance with this Code.

- (2) In front of a public or private driveway;
  - (3) Within an intersection;
  - (4) Within 15 feet of a fire hydrant;
  - (5) On a crosswalk; or
  - (6) Alongside or opposite any street excavation or obstruction, when stopping, standing or parking would obstruct traffic.
- (b) No person shall park any vehicle upon a street or alley in such a manner or under such conditions as to leave available less than ten feet of the width of the roadway for free movement of vehicular traffic.
- (c) In any prosecution charging a violation of any law or regulation governing the standing or parking of a vehicle, proof that the particular vehicle described in the complaint was parked in violation of any such law or regulation, together with proof that the defendant named in the complaint was, at the time of such parking, the registered owner of such vehicle shall constitute in evidence a prima facie presumption that the registered owner of such vehicle was the person who parked or placed such vehicle at the point where and for the time during which such violation occurred.
- (d) It shall not be a defense to prosecution under this section that signs have not been posted, notice having been provided by publication.
- (e) The elements of the various offenses and definitions relating thereto that are set forth in the Texas Transportation Code, and any other state statutes, articles or codes relating to the parking, standing or stopping of vehicles, including amendments thereto, are adopted as a part of this chapter by reference. Violations of any of the aforesaid provisions that are adopted by reference shall also constitute city ordinance violations as provided by this Code.
- (Ord. No. 2013-01, § 2, 2-19-2013)

**SECTION 4. INCORPORATION INTO THE CODE, PENALTY CLAUSE.**

This Ordinance is hereby incorporated into and made a part of the Seabrook City Code. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not more than Two Hundred Dollars (\$200.00) per offense, or the maximum amount allowed by law. Each day of violation shall constitute a separate offense.



**SECTION 5. REPEAL OF CONFLICTING ORDINANCES.**

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

**SECTION 6. SEVERABILITY.**

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

**SECTION 7. NOTICE.**

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

PASSED AND APPROVED on first reading this 5<sup>th</sup> day of April, 2016

PASSED AND APPROVED on second and final reading this 19<sup>th</sup> day of April, 2016.

BY: \_\_\_\_\_  
Glenn Royal  
Mayor

ATTEST:

By: \_\_\_\_\_  
Robin Hicks, TRMC  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Steven L. Weathered  
City Attorney

**CITY OF SEABROOK  
RESOLUTION NO. 2016-11**

**DESIGNATION OF “SEABROOK FAÇADE IMPROVEMENT INCENTIVE  
PROGRAM” FOR AUTHORIZED ECONOMIC INCENTIVES**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SEABROOK, TEXAS, CONFIRMING THE “SEABROOK FAÇADE  
IMPROVEMENT INCENTIVE PROGRAM” AS AN AUTHORIZED  
PROJECT OF THE SEABROOK ECONOMIC DEVELOPMENT  
CORPORATION, INCLUDING THE “ECONOMIC DEVELOPMENT  
AGREEMENT” WITH BURKE’S OUTLET STORES, LLC**

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

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

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

**WHEREAS**, the EDC has determined that the creation of economic incentives for the Project, as delineated in the “Seabrook Façade Improvement Incentive Program,” specifically including the “Economic Development Agreement,” (“Agreement”), with Burke’s Outlet Stores, LLC, a copy of which is attached hereto as Exhibit A, is authorized under Texas Local Government Code Sections 505.151, 505.152, 505.155, 505.158, and 505.302, and is being used for the purpose of promoting new and expanded business enterprises in or near the City of Seabrook that create or retain primary jobs; and

**WHEREAS**, the EDC met on March 10, 2015, and at that time took formal action to support and approve funding of a proposed “Store Front Façade Improvements Incentive Project”, in relation to Burke’s Outlet Stores, LLC with contemplated expenditures to exceed \$10,000, to assist the eligible property owner, within a specified amount, with EDC grants not to exceed \$40,000 for this Agreement as part of the Seabrook Façade Improvement Incentive Program, (“Project”); and

**WHEREAS**, the City Council of the City of Seabrook conducted a public hearing on September 15, 2015 and approved a budget for the EDC of \$1,297,340.00, and approved \$690,000 for projects, including this Project: and

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

**WHEREAS**, the City Council (the “City”) desires to encourage the development or redevelopment within the city limits of the City of Seabrook, by specifically including the Seabrook Façade Improvement Incentive Program (“Project”) as described in the Seabrook Façade Improvement Incentive Program , attached hereto as Exhibit B; and

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

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

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

**Section 2.** That the Seabrook Façade Improvement Incentive Program, “Project” attached hereto as Exhibit B, and the incentive to Burke’s Outlet Stores, LLC made thereunder in the “Agreement”, attached hereto as Exhibit A, as approved by the Seabrook Economic Development Corporation (“EDC”) pursuant to the Project guidelines is hereby approved by the City Council of the City of Seabrook .

**ADOPTED AND APPROVED** this the 5<sup>th</sup> day of April, 2016.

**PASSED, APPROVED, AND ADOPTED** on second and final reading this 19<sup>th</sup> day of April, 2016.

CITY OF SEABROOK, TEXAS

BY: \_\_\_\_\_  
Glenn Royal, Mayor

ATTEST:

\_\_\_\_\_  
Robin Hicks, TRMC  
City Secretary

## ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of April 19, 2016, by and between the **Seabrook Economic Development Corporation**, situated in Harris County, Texas ("SEDC"), and **Burke's Outlet Stores, LLC.**, a Texas limited liability corporation, with principal office located at 1806 38th Ave. East, Bradenton, FL 34208, and registered office located at 211 E. 7th Street Suite 620, Austin, TX 78701, ("Owner" or "Developer"), collectively referred to herein as the "Parties." 

### WITNESSETH:

**WHEREAS**, Developer/Owner proposes to make store site improvements at its location in the Miramar Shopping Center, operating under the name of Burke's Outlet, at 2136 Bayport Blvd Seabrook, TX 77586, located in the tract as referenced in Exhibit "B" and made a part hereof, hereinafter referred to as ("Project Facilities"); and

**WHEREAS**, Developer has proposed Project Facilities site improvements and submitted a Project Summary and budget to SEDC requesting a 50% match for façade improvements/exterior sign with a total cost represented to be \$84,250 for Burke's Outlet, and has applied for incentives from the SEDC under the Seabrook Façade Improvement Incentive Program ("Program"); and

**WHEREAS**, upon completion of such construction, Developer proposes to occupy and use the 16,000 square foot building of the Project Facilities as a ~~store~~ <sup>Fashion</sup> outlet store, ("Project"), collectively employing a minimum of 15-20 full time and part time employees; and 

**WHEREAS**, Developer/Owner has applied to SEDC for a business incentive grant under the Program to help defray a portion of the costs of construction referred to above, a copy of which application, including project summary, and budget, (the "Application") is attached hereto and made a part hereof as Exhibit "A," the representations contained therein which the SEDC is specifically relying upon as true and correct in considering Owner's/Developer's Application for the Project; and



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

**WHEREAS**, in accordance with such enabling laws, SEDC has adopted a "Seabrook Façade Improvement Incentive Program," (the "Program"); and

**WHEREAS**, SEDC hereby finds and determines that Developer's/Owner's proposed Project, together with the proposed Project Facilities, as set forth in the Application and related correspondence, meets the minimum eligibility requirements for an economic incentive grant pursuant to the Program; and

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

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

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

**I. Inducement by SEDC.** Conditioned upon Developer's/Owner's representations as being true and correct, pursuant to the guidelines of the Seabrook Façade Improvement Incentive Program ("Program"), final approval of façade expenses by SEDC, compliance with the City Code of Ordinances, this Agreement and approval by the Seabrook City Council, SEDC will provide, in the form of a reimbursement to Developer/Owner, an economic incentive grant ("Grant"), payable within thirty (30) days following issuance to the Developer/Owner of a required certificate of occupancy applicable to the Project. The final reimbursement amount of the economic incentive grant shall be determined and based on the actual amounts paid by Developer/Owner, limited to the façade improvements approved by the SEDC in accordance with the Program and Project, (which correlate to lines 15 -17 in the proposed budget submitted in the Application), in an amount not to exceed \$40,000.

**II. Performance by Developer.**

**A. Improvements to Project Facilities.** Developer/Owner shall provide for the construction and build-out of the Project Facilities as set forth in the Application. Construction shall be substantially complete on or before June 3, 2016.

**B. Employment.** Business occupants of the Project shall, within 30 days following the date of issuance of Grant funds, collectively employ not less than 15 full and part-time employees.

**III. Recapture for Default.** Grant funds provided hereunder by SEDC shall be contingent on compliance with the provisions of Sections I and II above. In the event of default on any of such requirements, and failure to completely cure any such default within thirty (30) days following written notice thereof by SEDC to Developer/Owner, Developer/Owner shall refund to SEDC the full amount of Grant funds provided hereunder.

Any required refund payment shall be remitted to SEDC within thirty (30) days following the expiration of the cure period set forth above, and any delinquent payment shall bear interest at the maximum rate allowed by law.

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

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

**If to Owner/Developer:**

Burke's Outlet Stores, LLC  
James Simpson, Vice President  
1806 38th Ave. East  
Bradenton, FL 34208

**If to SEDC:**

City Manager  
City of Seabrook  
1700 First St.  
Seabrook, Texas 77586

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



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

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

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

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

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

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

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

**XIII. Limit Of Appropriation.** Prior to the execution of this Agreement, Owner/Developer has been advised by the SEDC and Owner/Developer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the SEDC shall have available as a condition for payment, only those sums as expressly provided for under this Agreement for this fiscal year to discharge any and all liabilities which may be incurred by the SEDC. The total compensation that Owner/Developer may become entitled to hereunder and the total sum that the SEDC shall become liable to pay

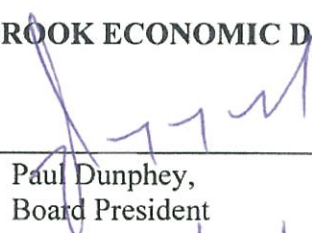


to Owner/Developer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

The Parties specifically acknowledge that the funds allocated for payment to Owner/Developer by SEDC are derived from sales tax revenues, and that SEDC has only estimated the anticipated tax revenues to be collected during the term of this Agreement in its budget for Fiscal Year 2015-16, and that no estimates have been made of tax revenues for future fiscal years. Owner/Developer further understands, acknowledges, and agrees that if the tax revenues actually collected in any fiscal year are estimated to be or are actually less than the estimated tax revenues anticipated to be collected during the term of this Agreement, SEDC shall be under no obligation to reimburse Owner/Developer for the amount set forth in Section I. Owner/Developer further acknowledges that this Agreement could be anticipated to extend into future fiscal years, and funds may not be available or budgeted in future fiscal years, and that any anticipation of extension may not be enforceable under the Constitution and laws of the State of Texas.

IN WITNESS WHEREOF, and as authorized respectively by the SEDC and City Council of Seabrook and \_\_\_\_\_, the parties have executed this Agreement effective the day and year first written above.

**SEABROOK ECONOMIC DEVELOPMENT CORPORATION**

  
\_\_\_\_\_  
BY: Paul Dunphey,  
Board President

DATE: 3/21/14, 2016

ATTEST:

  
\_\_\_\_\_  
Ernie Davis,  
Board Secretary

**CITY OF SEABROOK, TEXAS**

  
\_\_\_\_\_  
Glenn R. Royal  
Mayor

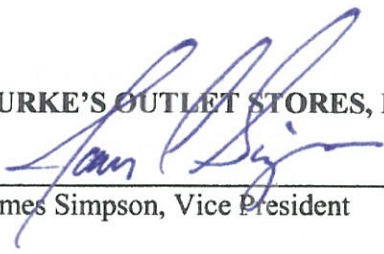
DATE: 3-15, 2016

ATTEST:

  
\_\_\_\_\_  
Robin Hicks, TRMC  
City Secretary



**BURKE'S OUTLET STORES, LLC**

  
\_\_\_\_\_  
James Simpson, Vice President

DATE: 3/24/16, 2016



## **Seabrook Façade Improvement Incentive Program**

### **Program Goal and Description**

The City of Seabrook has established a Façade Improvement Incentive Program to help strengthen the revitalization of the business community along NASA Parkway, State Highway 146 and Old Seabrook. The Program offers grant funds and design assistance to property and business owners to be matched by their equal or greater investment of private funds for the purpose of restoring/renovating commercial storefronts and replacing deteriorated or poor quality commercial signs and awnings. A Program Committee will evaluate applications to determine eligibility and, based on a set of criteria (generally listed below), recommend grant awards to those proposed projects that are determined will have the greatest impact on enhancing the targeted area by promoting/developing new or expanded business enterprises and/or creates/retains primary jobs.

#### **Specific Objectives in Targeted Area:**

- Encourage private investment in the visual improvement of storefronts, signs and awnings
- Enhance the appearance of the streetscape
- Reduce vacancies in storefronts and upper floors
- Expand worker and shopper populations in the community
- Strengthen or restore the original character of historic buildings
- Provide a catalyst for others to improve their buildings, signs and awnings

### **Program Funding**

The Façade Improvement Program is funded through the City of Seabrook's Economic Development Corporation (EDC). Grants for storefront façade improvement will be funded on a case by case basis as determined by the EDC. Applicants should provide a detailed cost analysis of the project and be prepared to present their proposals to the Seabrook Economic Development Corporation Board.

Grant funds are to be used for authorized construction including all architectural and engineering fees. Eligible construction activity includes storefront improvements, awnings, canopies, entries, signage, and lighting.

Funds will be distributed at the completion of the project. Final invoices for the project should be submitted no later than 30 days after final inspection.



### **Eligibility for Façade Improvement Program**

Eligible projects should be located in areas zoned for commercial and mixed use activities including, but not limited to locations on NASA Parkway, State Highway 146, and in Old Seabrook. Façade improvements shall be limited to street view façade only.

- The grant applicant must be a building owner or business owner leasing a storefront;
- If applicant is not the building owner, Tenant must have the property owner's signed approval for proposed project;
- For sign and awning projects, tenant must have at least two years remaining in lease at location of proposed project and/or option to renew for at least two years;
- Each applicant may be awarded only one Façade Program grant;
- Building projects must be designed by a qualified engineering / architectural firm and signs must be produced by a professional sign maker;
- The project applicant must owe no outstanding property taxes, fees, judgments, code violations or liens and have no outstanding judgments, foreclosure notices, or tax liens against the subject property.

### **Ineligible Activities**

- Interior repairs not integral to the exterior façade improvement
- New building construction
- Parking lots
- Apartments, townhomes
- Purchase of property/equipment

### **To Apply**

It is important to schedule a meeting about the project with city staff as soon as possible to discuss the procedure and necessary documentation required for review.

Businesses that wish to be considered for the program should submit the following documents by the 15<sup>th</sup> of the month for review and possible consideration by the EDC board the following month:

- Artistic renderings of the improvements
- Engineering / architect drawings
- Project budget
- Title reports reflecting all liens / encumbrances on property

### **Review Criteria**

The Façade Improvement Program Committee (composed of the EDC Director, Planning Director, City Manager and one member of the EDC) will evaluate applications for eligibility and how effectively they meet the program criteria. Funding will be provided as determined by the EDC and City Council until the grant funds are exhausted.

A project application will be scored on how well it meets each of the program criteria using a rating scale of **1** (below criteria), **2** (meets criteria) and **3** (exceeds criteria). A total point score will be based on the sum of the ratings, with due consideration to the determination of the project's potential of promoting/developing new or expanded business enterprises and/or creating/retaining primary jobs.

The criteria are as follows:

- A. Degree of visual improvement the proposed project will bring to the storefront and the streetscape.
- B. Design consistency/compatibility with the City's standards/guidelines. These guidelines address building alterations as well as signs and awnings. Copies of these guidelines are available at City Hall in the Planning Department. For assistance, please contact Sean Landis, Deputy City Manager (281-291-5705).
- C. Visual prominence of the project building and its location.
- D. All required documents presented.

*Given limited program resources, additional points will be given to applications in which the private investment will be greater than 50% of the project budget.*

#### **Reimbursement Procedure**

Once final inspection has been made by the city's code enforcement officer, all related invoices should be submitted to the EDC Director. Please note that grant funds will not pay for expenses incurred prior to the grant award or prior to Program Committee approval of invoices. Payment – once approved – is usually processed 30 days after invoice submission.

For additional information and to schedule a preliminary project discussion, please contact:

Paul M. Chavez, Economic Development Director  
281-291-5730 or [pchavez@seabrooktx.gov](mailto:pchavez@seabrooktx.gov)

*This policy to remain active until further notice.*

Revised 03/11

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

Date of Application: 01/25/16 Name of Applicant: Megan Putze  
Full Address of Applicant: 12672 Silicon Dr. Ste 105 San Antonio, TX 78249  
Day Time Phone (904) 349-9439 Night time phone (Same)  
Fax: 210-561-2656  
e-mail address: mputze@woundedwarriorproject.org

Name of Organization, Firm or Corporation on whose behalf this application is made:  
Wounded Warrior Project

Address of Organization (if different from above): Same

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

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:  
Friday April 29<sup>th</sup>, 2016 Start 9am End 1200pm

Location of the Event: See Attached Map of Route

Give a brief description of the event: Private adaptive Cycling event

Estimated No. of Workers 5 Estimated No. of Attendees 65

Will the event be held in a parking area? No If so, how many parking spaces will be temporarily lost? \_\_\_\_\_

How many parking spaces are you providing for the event? None

Will any portion of this event be held on city property? If so, where? \_\_\_\_\_

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



## Special Events Application

Revised 03/11

Page 2

Number of signs for this event 0 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): See Attached

Estimated number and kind of animals to be used: None

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: 65

**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.

Bryan Brand

Print name  
Police Department Representative

1-25-16

Date Approved

[Signature]

Signature  
Police Department Representative

Comments: \_\_\_\_\_

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 \_\_\_\_\_ 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



Special Events Application  
Revised 03/11  
Page 3

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

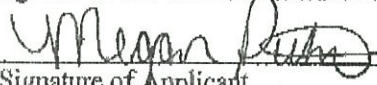
5. For special events, a site plan is attached as required by the Code of the City of Seabrook, Section 4.07. (See attached excerpt.)
6. For parades, a map showing the parade route is attached.

**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

Megan Putze  
\_\_\_\_\_  
Printed Name of Applicant

01/25/16  
\_\_\_\_\_  
Date Submitted

FOR OFFICE USE ONLY

Reviewed by City Secretary \_\_\_\_\_ Date \_\_\_\_\_

If applicable: Fire Marshal notified \_\_\_\_\_ Building Official Notified \_\_\_\_\_ City Mgr \_\_\_\_\_

This application has been reviewed by the Seabrook City Council on \_\_\_\_\_  
and has been APPROVED DENIED.

The following conditions are placed upon this event: \_\_\_\_\_  
\_\_\_\_\_



**Soldier Ride Houston – NASA/Seabrook Cues**  
**Friday, April 29<sup>th</sup>, 2016**

Start: NASA – Johnson Space Center  
1601 NASA Pkwy, Houston, Texas, 77058

From NASA – Johnson Space Center – Back Parking Lot  
GO through the Tram Tunnel  
FOLLOW around the back of Rocket Park  
LEFT on 2<sup>nd</sup> Street  
RIGHT on Avenue D  
LEFT on 3<sup>rd</sup> Street  
STOP in front of JSC Building 1 for ceremonial start  
LEFT on 3<sup>rd</sup> Street  
LEFT on Avenue D  
LEFT on 5<sup>th</sup> Street  
RIGHT on Avenue B  
LEFT on Space Center Blvd  
RIGHT on Bay Area Blvd

WATERSTOP:  
Bay Area Park  
7500 Bay Area Blvd

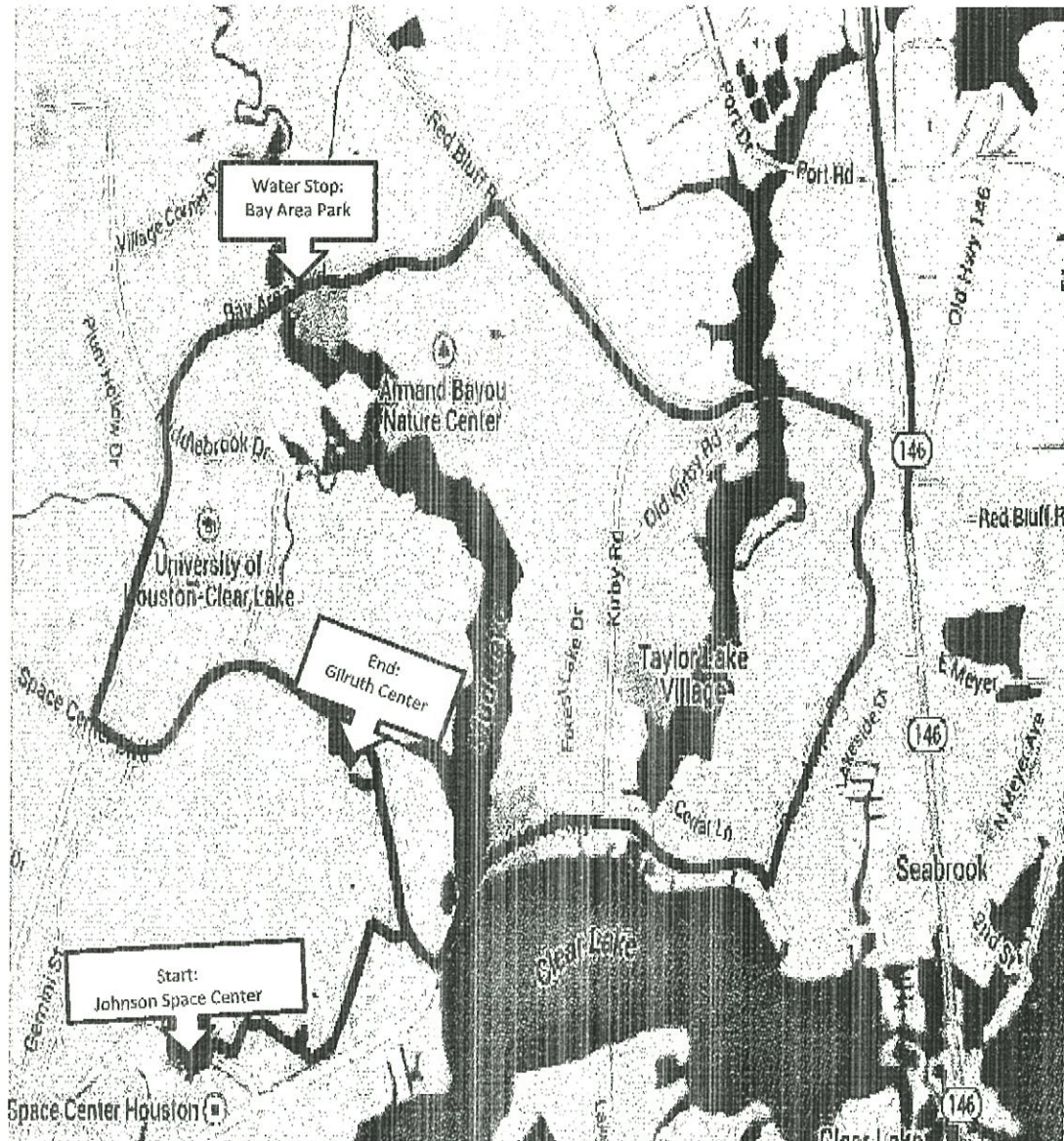
RIGHT into Park

RIGHT on Bay Area Blvd  
RIGHT on Red Bluff Rd  
RIGHT on Lakeside Drive  
CONTINUE through roundabout onto Repsдорф Road  
RIGHT on East NASA Parkway  
RIGHT on Space Center Blvd  
LEFT into Gilruth Center

END: Gilruth Center - NASA



**Soldier Ride Houston – NASA/Seabrook**  
**Friday, April 29<sup>th</sup>, 2016**





CITY OF SEABROOK

\*\*\*\*\* R E P R I N T R E C E I P T\*\*\*\*\*

REC#: 00654577 2/16/2016 4:18 PM  
OPER: 006 TERM: 006  
REF#: 39577

TRAN: 3.0000 LICENSES & PERMITS  
WOUNDED WARRIOR PROJECT  
SPECIAL EVENT  
LICENSES & PERMITS/ 250.00CR

TENDERED: 250.00 CHECK  
APPLIED: 250.00-

CHANGE:            0.00



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

Date of Application: 4/11/2016 Name of Applicant: OffBeat Eatz LLC

Full Address of Applicant: 7809 Oldhaven St, Houston, TX 77074

Day Time Phone (832) 914 8890 Night time phone (832) 914 8890

e-mail address: offbeateatze@outlook.com

Name of Organization, Firm or Corporation on whose behalf this application is made:

Address of Organization (if different from above):

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone Number of Organization (if different from above): (\_\_\_\_)

Is the organization recognized as a non-profit organization for tax purposes? No

Requested Date(s) and Times of the Event:

4/30/2016 5pm - 10pm

Location of the Event: 2550 Du Lac Trace, Seabrook, TX 77586

Will any portion of this event be held on city property? If so, where?  
No

**Note: If you will hold the event in a city park or facility, you must also complete an additional application to use city facilities.**

Give a brief description of the event: Private birthday party that OffBeat Eatz will be catering from a food truck

Estimated No. of Workers 3 Estimated No. of Attendees 50

Will the event be held in a parking area? NO. If so, how many parking spaces will be temporarily lost? \_\_\_\_\_



How many parking spaces are you providing for the event? None

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 0 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): \_\_\_\_\_

Estimated number and kind of animals to be used: \_\_\_\_\_

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:

\_\_\_\_\_  
\_\_\_\_\_

**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.

\_\_\_\_\_  
Print name  
Police Department Representative

\_\_\_\_\_  
Date Approved

\_\_\_\_\_  
Signature  
Police Department Representative

Comments: \_\_\_\_\_  
\_\_\_\_\_

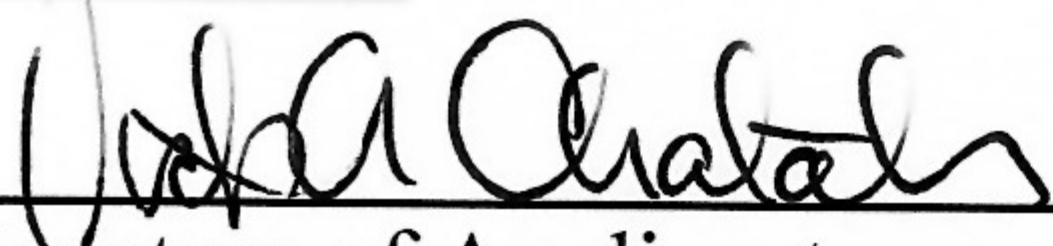


I have enclosed the following items as part of my application and have initialed each relevant item:

1. ☒ completed applications form including approval by the Seabrook Police Department.
2. ☐ If the event is to be held on city property, an additional application for the use of city facilities.
3. ☒ 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.
4. ☐ If event is a parade a deposit fee of \_\_\_\_\_ is included. Deposits are not waived.
5. ☒ 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.)
6. ☐ For special events, a site plan is attached as required by the Code of the City of Seabrook, Section 4.07. (See attached excerpt.)
7. ☐ For parades, a map showing the parade route is attached.

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 also 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

Victor A. Chataboon  
Printed Name of Applicant

4/11/2016  
Date Submitted



FOR OFFICE USE ONLY

Reviewed by City Secretary \_\_\_\_\_ Date \_\_\_\_\_

If applicable: Fire Marshal notified \_\_\_\_\_ Building Official Notified \_\_\_\_\_ City Mgr \_\_\_\_\_

This application has been reviewed by the Seabrook City Council on \_\_\_\_\_  
and has been APPROVED DENIED.

The following conditions are placed upon this event: \_\_\_\_\_

TOMCHESSON INS AGCY  
P O BOX 70127  
HOUSTON, TX 77270  
1-713-862-8308

**PROGRESSIVE**  
COMMERCIAL

Policy number: [REDACTED]

Underwritten by:  
PROGRESSIVE COUNTY MUTUAL INS CO  
April 11, 2016  
Page 1 of 1

## Certificate of Insurance

**Certificate Holder**

CITY OF SEABROOK  
1700 FIRST ST  
SEABROOK, TX 77586

**Insured**

OFFBEAT EATZ  
7809 OLDAHVEN ST  
HOUSTON, TX 77074

**Agent**

TOMCHESSON INS AGCY  
P O BOX 70127  
HOUSTON, TX 77270

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Jan 29, 2016

Policy Expiration Date: Jan 29, 2017

**Insurance coverage(s)**

**Limits**

|                                    |                                             |
|------------------------------------|---------------------------------------------|
| BODILY INJURY/PROPERTY DAMAGE      | \$1,000,000 COMBINED SINGLE LIMIT           |
| UNINSURED/UNDERINSURED MOTORIST    | \$500,000 COMBINED SINGLE LIMIT             |
| UNINSURED MOTORIST PROPERTY DAMAGE | \$500,000 COMBINED SINGLE LIMIT W/\$250 DED |

### Description of Location/Vehicles/Special Items

**Scheduled autos only**

|                                  |               |           |
|----------------------------------|---------------|-----------|
| 2006 FREIGHTLINER MWV [REDACTED] | Stated Amount | \$197,000 |
| PERSONAL INJURY PROTECTION       | \$10,000      |           |
| COMPREHENSIVE                    | \$1,000 DED   |           |
| COLLISION                        | \$1,000 DED   |           |
| ROADSIDE ASSISTANCE              | SELECTED      |           |

**Certificate number**

10216NET994

Please be advised that the certificate holder will not be notified in the event of a mid-term cancellation.





Food truck, OffBeat EatZ will be parking in driveway of 2550 Du Lac Trace, Seabrook, TX (Jolynn Roberts)







*CITY  
OF  
SEABROOK*

AGENDA  
BRIEFING

**Date of Meeting:** 04/19/2016

**Submitter/Requestor:** Mike Gibbs

**Date Submitted:** 04/12/2016

**Presenter:**

**Description/Subject:** Texpool Quarterly Investment Report January thru March 2016

**Name of Applicant (if applicable) :**

**Legal Description (if applicable):**

**Purpose/Need:** Policy Issue

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

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

**Miscellaneous Comments:**

**Recommended Action:** Approve Investment Report

**Attachments:** Yes

**Fiscal Impact:** Finance Officer Review ☒ Yes ☐ No  
Budgeted ☐ Yes ☐ No  
Budget Amendment Required ☐ Yes ☐ No

Budget Dept/Line Item Number:

Future/Ongoing Impact:

**Funding Comments:**



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

**Suggested Motion:** Approve Quarterly Investment Report

(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 on

Approved by City Attorney on

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

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

# TEXPOOL REPORT

MONTH OF JANUARY 2016

0.2674%

|                                  | BEGINNING<br>BALANCE | TRANSFER<br>IN/(OUT) | INT EARNED<br>(Posted Jan) | ENDING<br>BALANCE      | PURPOSE OF<br>FUND                                         |
|----------------------------------|----------------------|----------------------|----------------------------|------------------------|------------------------------------------------------------|
| GENERAL FUND - UNRESTRICTED      | 3,738,676.18         | 967,582.22           | 1,474.31                   | 4,707,732.71           | Working capital                                            |
| GENERAL FUND - RESTRICTED        | 1,600,000.00         | 0.00                 | incl in above              | 1,600,000.00           |                                                            |
| ENTERPRISE FUND - UNRESTRICT     | 1,542,494.81         | (156,887.70)         | 383.42                     | 1,385,990.53           | Working capital                                            |
| ENTERPRISE FUND - RESTRICTED     | 300,000.00           | 0.00                 | incl in above              | 300,000.00             | Customer liability                                         |
| CAPITAL IMPACT FEES              | 2,477,804.87         | 0.00                 | 562.70                     | 2,478,367.57           | Water & sewer lines extensions & expansions                |
| PARK FEES                        | 110,308.28           | 0.00                 | 25.05                      | 110,333.33             | Reserved for acquisition & development of park land        |
| SEIZURE                          | 70,064.03            | 0.00                 | 15.91                      | 70,079.94              | Solely to purchase equipment for Law Enforcement           |
| CHILD SAFETY PROGRAMS            | 32,153.03            | 0.00                 | 7.30                       | 32,160.33              | Reserved for Child Safety/School Zones                     |
| FEDERAL SEIZURE                  | 15,019.50            | 0.00                 | 3.41                       | 15,022.91              | Criminal Investigation - Federal Funds                     |
| HOTEL/MOTEL FUND                 | 1,242,029.03         | 7,046.14             | 283.68                     | 1,249,358.85           | Restricted for promotion of tourism                        |
| DEBT SERVICE FUND                | 2,041,408.53         | 944,004.20           | 457.91                     | 2,985,870.64           | Restricted for General fund reserves & yearly debt service |
| WTR/SWR BONDS                    | 292,090.33           | 0.00                 | 66.34                      | 292,156.67             | Funds transferred from Bond Mkt Acct to allow liquidity    |
| IT BONDS                         | 362,349.69           | 0.00                 | 82.29                      | 362,431.98             | Fiber Optics                                               |
| PD & GF BONDS                    | 6,702,792.49         | (80,000.00)          | 1,521.55                   | 6,624,314.04           | Public Wokrks Facility                                     |
| FIRE BONDS                       | 23,592.52            | 0.00                 | 5.36                       | 23,597.88              | Fire Engine                                                |
| PARK BONDS                       | 280,219.99           | (200,000.00)         | 62.08                      | 80,282.07              | Splash Pad                                                 |
| LIBRARY BONDS                    | 70.57                | 0.00                 | 0.02                       | 70.59                  | Funds transferred from Bond Mkt Acct to allow liquidity    |
| LAKESIDE DRIVE CERT DEP          | 262,964.29           | (5,000.00)           | 59.68                      | 258,023.97             |                                                            |
| CAROTHERS                        | 85,366.49            | 0.00                 | 19.39                      | 85,385.88              |                                                            |
| CRIME DISTRICT                   | 680,592.89           | (2,371.25)           | 154.15                     | 678,375.79             | Funds transferred from Bond Mkt Acct to allow liquidity    |
| SEDC II - UNRESTRICTED           | 2,816,997.98         | 25,626.39            | 685.90                     | 2,843,310.27           | Seabrook Economic Development Corporation II               |
| SEDC II - RESTRICT FOR EMERGENCY | 180,000.00           | 0.00                 | incl in above              | 180,000.00             | Emergency Reserve                                          |
| STEP FUND                        | 70,518.83            | 0.00                 | 16.01                      | 70,534.84              |                                                            |
| PUBLIC SAFETY                    | 213,419.48           | 0.00                 | 48.47                      | 213,467.95             |                                                            |
| MUNI COURT - SECURITY FUND       | 21,680.72            | 0.00                 | 4.92                       | 21,685.64              | Funds from fines to be used for security                   |
| COURT - TIME PAYMENT FEES        | 14,951.39            | 0.00                 | 3.40                       | 14,954.79              | Funds from fines to be used to improve court               |
| MUNI COURT - TECHNOLOGY FUND     | 6,351.10             | 0.00                 | 1.44                       | 6,352.54               |                                                            |
| PEG Fund                         | 70,461.12            | 0.00                 | 16.00                      | 70,477.12              |                                                            |
| STABILIZATION FUND               | 802,240.91           | 0.00                 | 182.19                     | 802,423.10             |                                                            |
| <b>TOTAL TEXPOOL FUND</b>        | <b>26,056,619.05</b> | <b>1,500,000.00</b>  | <b>6,142.88</b>            | <b>\$27,562,761.93</b> |                                                            |

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

*Pam Lab*

Finance Director

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



# Participant Statement

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

**Statement Period** 01/01/2016 - 01/31/2016

Page 1 of 2

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

## TexPool Update

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

## TexPool Summary

| Pool Name                              | Beginning Balance      | Total Deposits        | Total Withdrawals | Total Interest    | Current Balance        | Average Balance |
|----------------------------------------|------------------------|-----------------------|-------------------|-------------------|------------------------|-----------------|
| Texas Local Government Investment Pool | \$26,056,619.05        | \$1,500,000.00        | \$0.00            | \$6,142.88        | \$27,562,761.93        | \$27,073,342.55 |
| <b>Total Dollar Value</b>              | <b>\$26,056,619.05</b> | <b>\$1,500,000.00</b> | <b>\$0.00</b>     | <b>\$6,142.88</b> | <b>\$27,562,761.93</b> |                 |

## Portfolio Value

| Pool Name                              | Pool/Account   | Market Value (01/01/2016) | Share Price (01/31/2016) | Shares Owned (01/31/2016) | Market Value (01/31/2016) |
|----------------------------------------|----------------|---------------------------|--------------------------|---------------------------|---------------------------|
| Texas Local Government Investment Pool | 449/1011800001 | \$26,056,619.05           | \$1.00                   | 27,562,761.930            | \$27,562,761.93           |
| <b>Total Dollar Value</b>              |                | <b>\$26,056,619.05</b>    |                          |                           | <b>\$27,562,761.93</b>    |

## Interest Summary

| Pool Name                              | Pool/Account   | Month-to-Date Interest | Year-to-Date Interest |
|----------------------------------------|----------------|------------------------|-----------------------|
| Texas Local Government Investment Pool | 449/1011800001 | \$6,142.88             | \$6,142.88            |
| <b>Total</b>                           |                | <b>\$6,142.88</b>      | <b>\$6,142.88</b>     |





Statement Period 01/01/2016 - 01/31/2016

Page 2 of 2

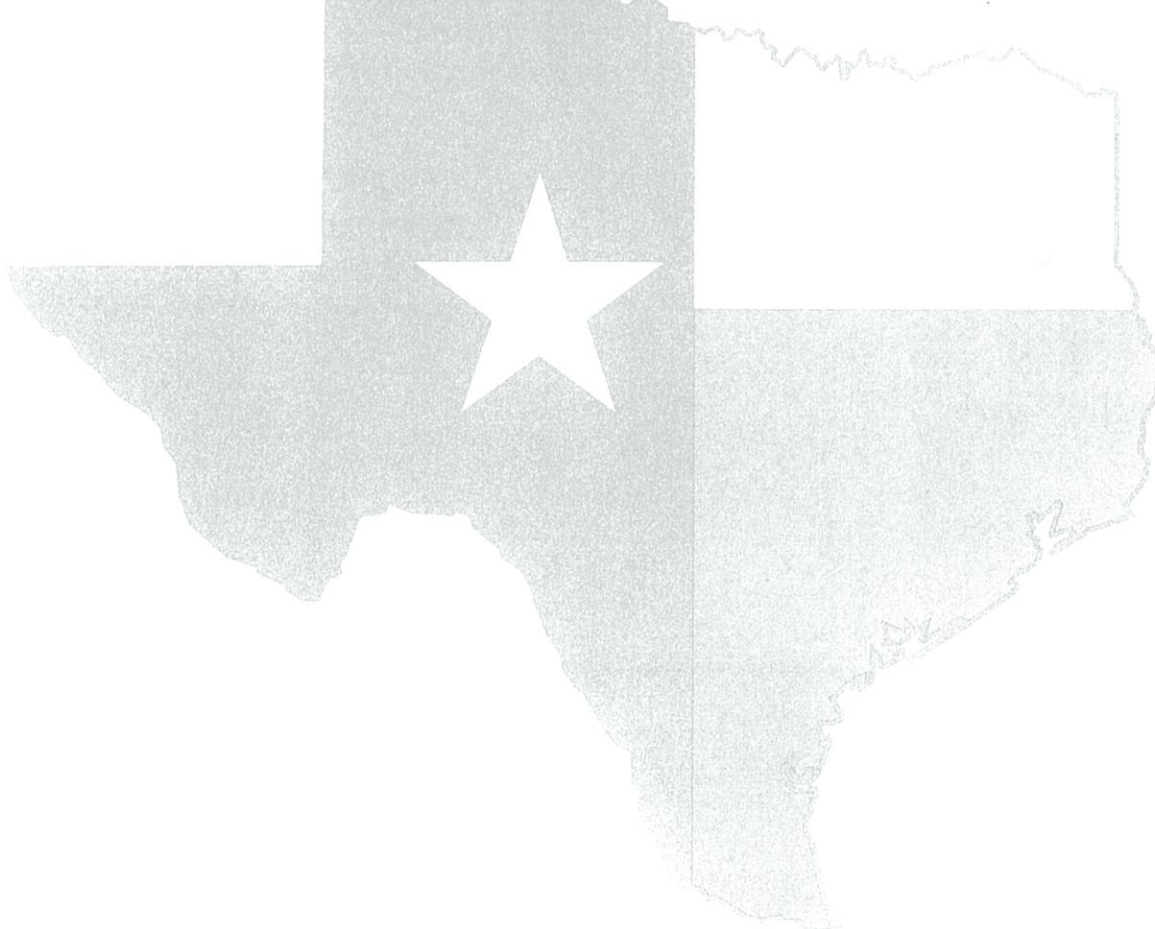
## Transaction Detail

### Texas Local Government Investment Pool

Participant: CITY OF SEABROOK

Pool/Account: 449/1011800001

| Transaction Date               | Settlement Date | Transaction Description | Transaction Dollar Amount | Share Price | Shares This Transaction | Shares Owned   |
|--------------------------------|-----------------|-------------------------|---------------------------|-------------|-------------------------|----------------|
| 01/01/2016                     | 01/01/2016      | BEGINNING BALANCE       | \$26,056,619.05           | \$1.00      |                         | 26,056,619.050 |
| 01/11/2016                     | 01/12/2016      | ACH DEPOSIT             | \$1,500,000.00            | \$1.00      | 1,500,000.000           | 27,556,619.050 |
| 01/29/2016                     | 01/29/2016      | MONTHLY POSTING         | \$6,142.88                | \$1.00      | 6,142.880               | 27,562,761.930 |
| Account Value as of 01/31/2016 |                 |                         | \$27,562,761.93           | \$1.00      |                         | 27,562,761.930 |





## Monthly Newsletter: February 2016

### ANNOUNCEMENTS

**We would like to recognize and welcome the following entity who joined the TexPool program in January 2016:**

#### **TexPool**

Kendall County MUD 1

#### **Upcoming Events**

02/29/2016 – 03/04/2016  
TASBO Annual Conference  
Dallas

04/17/2016 – 04/20/2016  
GFOAT Spring Conference  
Austin

04/18/16 – 04/21/16  
County Treasurer's Education Seminar  
Austin

#### **TexPool Advisory Board Members**

|                    |                 |
|--------------------|-----------------|
| Jose Elizondo, Jr. | Vivian Wood     |
| Georgia Sanchez    | Jerry Dale      |
| Patrick Krishock   | Sharon Matthews |
| Michele Tuttle     | David Landeros  |

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

Operated under the supervision of the Texas Treasury Safekeeping Trust Company

For more information  
visit [www.texpool.com](http://www.texpool.com).

### **Economic and Market Commentary: Can't blame the Fed this time**

February 1, 2016

In December, the Federal Reserve took its customary two days to deliberate before releasing its decision to lift rates off near zero for the first time in seven years. But for the market, the verdict is still out. With the recent volatility, some are questioning if the hike was the correct move. We think it was and that the market turbulence has more to do with significant overseas economic issues and oil prices than a small, 25 basis-point increase in rates.

The reverse may be true, however: These external factors may very well have an impact on the Federal Open Market Committee (FOMC) going forward, delaying its plan to increase rates. Or, and this is just speculation, the Fed might be using the global worries as a scapegoat, as it is more concerned with the health of the U.S. economy than it would like to admit. Of course, that is its mandate, but the Fed would not be keen to communicate that the same economy it had enough faith in to hike rates, is now stalling only a month later. The statement from the most recent FOMC meeting in late January stated it can't ignore what is happening on a global basis. But it is easy for policymakers to say that rather than pointing to the domestic economy having taken a step back, especially as they likely still think it is on the right track in the medium to long term.

*(continued page 6)*

#### **Performance as of January 31, 2016**

|                                     | <b>TexPool</b>      | <b>TexPool Prime</b> |
|-------------------------------------|---------------------|----------------------|
| Current Invested Balance            | \$16,610,883,862.88 | \$1,916,115,241.44   |
| Weighted Average Maturity**         | 40 Days             | 44 Days              |
| Weighted Average Life**             | 66 Days             | 51 Days              |
| Net Asset Value                     | 0.99995             | 1.00005              |
| Total Number of Participants        | 2,347               | 196                  |
| Management Fee on Invested Balance  | 0.0473%             | 0.0638%              |
| Interest Distributed                | \$3,528,039.24      | \$625,020.86         |
| Management Fee Collected            | \$591,538.13        | \$74,894.41          |
| Standard & Poor's Current Rating    | AAAm                | AAAm                 |
| <b>Month Averages</b>               |                     |                      |
| Average Invested Balance            | \$15,540,161,686.92 | \$1,810,581,174.46   |
| Average Monthly Rate*               | 0.27%               | 0.41%                |
| Average Weighted Average Maturity** | 45 Days             | 42 Days              |
| Average Weighted Average Life**     | 72 Days             | 47 Days              |

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

\*\*See page 2 for definitions.

TexPool Participant Services  
1001 Texas Avenue, Suite 1400 • Houston, TX 77002  
Phone: 1-866-TEXPOOL (839-7665) • Fax: 1-866-839-3291 • [TexPool.com](http://TexPool.com)

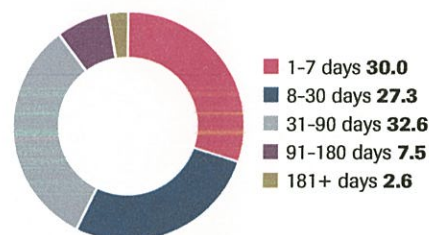
Managed and  
Serviced by **Federated**®  
G35884-24 (2/16)





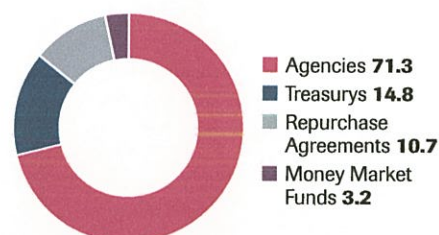
## Portfolio by Maturity (%)

As of January 31, 2016



## Portfolio by Type of Investment (%)

As of January 31, 2016



## Portfolio Asset Summary as of January 31, 2016

|                                      | Book Value                 | Market Value               |
|--------------------------------------|----------------------------|----------------------------|
| Uninvested Balance                   | \$399,571.14               | \$399,571.14               |
| Receivable for Investments Sold      | 0.00                       | 0.00                       |
| Accrual of Interest Income           | 17,038,567.31              | 17,038,567.31              |
| Interest and Management Fees Payable | -3,528,403.33              | -3,528,403.33              |
| Payable for Investments Purchased    | -454,682,355.12            | -454,682,355.12            |
| Accrued Expenses & Taxes             | -61,240.92                 | -61,240.92                 |
| Repurchase Agreements                | 1,815,735,000.00           | 1,815,689,467.50           |
| Mutual Fund Investments              | 555,022,103.88             | 555,022,103.88             |
| Government Securities                | 11,335,977,902.69          | 11,335,669,696.20          |
| US Treasury Bills                    | 339,882,716.65             | 339,875,520.00             |
| US Treasury Notes                    | 3,005,100,000.58           | 3,004,674,756.40           |
| <b>Total</b>                         | <b>\$16,610,883,862.88</b> | <b>\$16,610,097,683.06</b> |

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

## Participant Summary

|                  | Number of Participants | Balance            |
|------------------|------------------------|--------------------|
| School District  | 575                    | \$5,710,774,040.84 |
| Higher Education | 57                     | \$1,269,949,537.99 |
| Healthcare       | 81                     | \$710,938,312.84   |
| Utility District | 730                    | \$1,990,831,311.90 |
| City             | 453                    | \$4,314,038,623.16 |
| County           | 180                    | \$1,515,712,114.48 |
| Other            | 271                    | \$1,081,724,654.09 |

## \*\*Definition of Weighted Average Maturity and Weighted Average Life

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

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





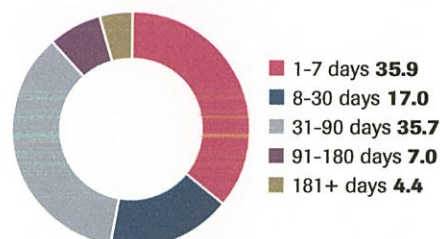
## Daily Summary

| Date            | Money Mkt. Fund<br>Equiv. (SEC Std.) | Dividend<br>Factor | TexPool Invested<br>Balance | NAV            | WAM Days  | WAL Days  |
|-----------------|--------------------------------------|--------------------|-----------------------------|----------------|-----------|-----------|
| 1/1             | 0.2496%                              | 0.000006839        | \$14,178,197,619.39         | 0.99992        | 49        | 76        |
| 1/2             | 0.2496%                              | 0.000006839        | \$14,178,197,619.39         | 0.99992        | 49        | 76        |
| 1/3             | 0.2496%                              | 0.000006839        | \$14,178,197,619.39         | 0.99992        | 49        | 76        |
| 1/4             | 0.2404%                              | 0.000006585        | \$14,490,058,680.66         | 0.99992        | 47        | 72        |
| 1/5             | 0.2553%                              | 0.000006994        | \$14,475,352,715.43         | 0.99991        | 48        | 73        |
| 1/6             | 0.2588%                              | 0.000007091        | \$14,734,230,019.02         | 0.99992        | 50        | 76        |
| 1/7             | 0.2581%                              | 0.000007070        | \$14,688,306,768.22         | 0.99992        | 49        | 75        |
| 1/8             | 0.2595%                              | 0.000007110        | \$14,952,432,699.76         | 0.99992        | 48        | 73        |
| 1/9             | 0.2595%                              | 0.000007110        | \$14,952,432,699.76         | 0.99992        | 48        | 73        |
| 1/10            | 0.2595%                              | 0.000007110        | \$14,952,432,699.76         | 0.99992        | 48        | 73        |
| 1/11            | 0.2618%                              | 0.000007172        | \$15,013,357,511.50         | 0.99992        | 45        | 71        |
| 1/12            | 0.2609%                              | 0.000007148        | \$15,201,061,209.34         | 0.99992        | 44        | 70        |
| 1/13            | 0.2618%                              | 0.000007172        | \$15,353,498,869.93         | 0.99990        | 43        | 69        |
| 1/14            | 0.2628%                              | 0.000007200        | \$15,539,264,973.60         | 0.99993        | 42        | 69        |
| 1/15            | 0.2797%                              | 0.000007662        | \$15,547,935,320.54         | 0.99995        | 44        | 72        |
| 1/16            | 0.2797%                              | 0.000007662        | \$15,547,935,320.54         | 0.99995        | 44        | 72        |
| 1/17            | 0.2797%                              | 0.000007662        | \$15,547,935,320.54         | 0.99995        | 44        | 72        |
| 1/18            | 0.2797%                              | 0.000007662        | \$15,547,935,320.54         | 0.99995        | 44        | 72        |
| 1/19            | 0.2781%                              | 0.000007619        | \$15,841,007,261.20         | 0.99995        | 42        | 71        |
| 1/20            | 0.2677%                              | 0.000007333        | \$15,967,207,979.25         | 0.99997        | 43        | 72        |
| 1/21            | 0.2689%                              | 0.000007368        | \$16,079,462,972.07         | 0.99996        | 44        | 71        |
| 1/22            | 0.2741%                              | 0.000007509        | \$16,277,686,649.53         | 0.99996        | 45        | 73        |
| 1/23            | 0.2741%                              | 0.000007509        | \$16,277,686,649.53         | 0.99996        | 45        | 73        |
| 1/24            | 0.2741%                              | 0.000007509        | \$16,277,686,649.53         | 0.99996        | 45        | 73        |
| 1/25            | 0.2746%                              | 0.000007523        | \$16,351,361,079.32         | 0.99994        | 42        | 70        |
| 1/26            | 0.2729%                              | 0.000007477        | \$16,411,212,071.29         | 0.99994        | 42        | 69        |
| 1/27            | 0.2728%                              | 0.000007475        | \$16,632,623,759.26         | 0.99994        | 41        | 68        |
| 1/28            | 0.2745%                              | 0.000007520        | \$16,717,662,647.74         | 0.99995        | 40        | 67        |
| 1/29            | 0.2838%                              | 0.000007776        | \$16,610,883,862.88         | 0.99995        | 40        | 66        |
| 1/30            | 0.2838%                              | 0.000007776        | \$16,610,883,862.88         | 0.99995        | 40        | 66        |
| 1/31            | 0.2838%                              | 0.000007776        | \$16,610,883,862.88         | 0.99995        | 40        | 66        |
| <b>Average:</b> | <b>0.2674%</b>                       | <b>0.000007326</b> | <b>\$15,540,161,686.92</b>  | <b>0.99994</b> | <b>45</b> | <b>72</b> |

## TEXPOOL PRIME

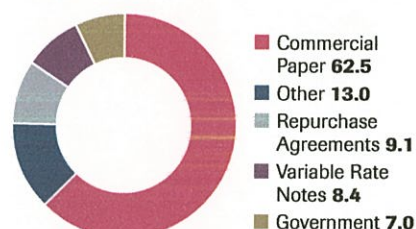
### Portfolio by Maturity (%)

As of January 31, 2016



### Portfolio by Type of Investment (%)

As of January 31, 2016



### Portfolio Asset Summary as of January 31, 2016

|                                      | Book Value                | Market Value              |
|--------------------------------------|---------------------------|---------------------------|
| Uninvested Balance                   | -\$166.61                 | -\$166.61                 |
| Receivable for Investments Sold      | 0.00                      | 0.00                      |
| Accrual of Interest Income           | 895,852.37                | 895,852.37                |
| Interest and Management Fees Payable | -625,206.09               | -625,206.09               |
| Payable for Investments Purchased    | 0.00                      | 0.00                      |
| Accrued Expenses & Taxes             | -7,741.41                 | -7,741.41                 |
| Repurchase Agreements                | 173,646,000.00            | 173,646,000.00            |
| Commercial Paper                     | 1,197,632,471.47          | 1,197,744,274.12          |
| Bank Instruments                     | 90,166,411.18             | 90,167,615.00             |
| Mutual Fund Investments              | 249,018,802.03            | 249,018,802.03            |
| Government Securities                | 44,989,694.72             | 44,989,775.00             |
| Variable Rate Notes                  | 160,399,123.78            | 160,380,799.00            |
| <b>Total</b>                         | <b>\$1,916,115,241.44</b> | <b>\$1,916,210,003.41</b> |

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

### Participant Summary

|                  | Number of Participants | Balance            |
|------------------|------------------------|--------------------|
| School District  | 85                     | \$1,183,863,452.35 |
| Higher Education | 8                      | \$59,025,982.96    |
| Healthcare       | 10                     | \$19,341,745.97    |
| Utility District | 8                      | \$98,134,815.11    |
| City             | 39                     | \$241,252,034.27   |
| County           | 23                     | \$199,944,286.85   |
| Other            | 23                     | \$109,552,483.09   |





## TEXPOOL PRIME

### Daily Summary

| Date            | Money Mkt. Fund<br>Equiv. (SEC Std.) | Dividend<br>Factor | TexPool Prime<br>Invested Balance | NAV            | WAM Days  | WAL Days  |
|-----------------|--------------------------------------|--------------------|-----------------------------------|----------------|-----------|-----------|
| 1/1             | 0.3385%                              | 0.000009274        | \$1,800,364,944.28                | 0.99996        | 37        | 41        |
| 1/2             | 0.3385%                              | 0.000009274        | \$1,800,364,944.28                | 0.99996        | 37        | 41        |
| 1/3             | 0.3385%                              | 0.000009274        | \$1,800,364,944.28                | 0.99996        | 37        | 41        |
| 1/4             | 0.3423%                              | 0.000009378        | \$1,799,801,051.18                | 0.99996        | 37        | 41        |
| 1/5             | 0.3688%                              | 0.000010105        | \$1,653,199,870.96                | 0.99994        | 41        | 45        |
| 1/6             | 0.3888%                              | 0.000010653        | \$1,689,063,748.87                | 0.99994        | 44        | 48        |
| 1/7             | 0.3861%                              | 0.000010579        | \$1,684,143,079.16                | 0.99995        | 46        | 50        |
| 1/8             | 0.3903%                              | 0.000010692        | \$1,690,442,320.15                | 0.99994        | 46        | 50        |
| 1/9             | 0.3903%                              | 0.000010692        | \$1,690,442,320.15                | 0.99994        | 46        | 50        |
| 1/10            | 0.3903%                              | 0.000010692        | \$1,690,442,320.15                | 0.99994        | 46        | 50        |
| 1/11            | 0.4010%                              | 0.000010986        | \$1,721,433,591.15                | 0.99998        | 44        | 47        |
| 1/12            | 0.4036%                              | 0.000011057        | \$1,736,461,352.79                | 0.99999        | 44        | 47        |
| 1/13            | 0.3842%                              | 0.000010526        | \$1,772,357,417.04                | 0.99999        | 43        | 49        |
| 1/14            | 0.4082%                              | 0.000011183        | \$1,761,427,753.66                | 1.00001        | 43        | 49        |
| 1/15            | 0.4065%                              | 0.000011136        | \$1,802,847,489.98                | 1.00000        | 43        | 49        |
| 1/16            | 0.4065%                              | 0.000011136        | \$1,802,847,489.98                | 1.00000        | 43        | 49        |
| 1/17            | 0.4065%                              | 0.000011136        | \$1,802,847,489.98                | 1.00000        | 43        | 49        |
| 1/18            | 0.4065%                              | 0.000011136        | \$1,802,847,489.98                | 1.00000        | 43        | 49        |
| 1/19            | 0.4266%                              | 0.000011688        | \$1,830,560,102.25                | 1.00004        | 39        | 45        |
| 1/20            | 0.4172%                              | 0.000011429        | \$1,884,099,983.55                | 1.00005        | 38        | 46        |
| 1/21            | 0.4176%                              | 0.000011440        | \$1,882,956,241.67                | 1.00004        | 38        | 46        |
| 1/22            | 0.4313%                              | 0.000011816        | \$1,868,782,481.91                | 1.00002        | 41        | 48        |
| 1/23            | 0.4313%                              | 0.000011816        | \$1,868,782,481.91                | 1.00002        | 41        | 48        |
| 1/24            | 0.4313%                              | 0.000011816        | \$1,868,782,481.91                | 1.00002        | 41        | 48        |
| 1/25            | 0.4385%                              | 0.000012014        | \$1,902,444,573.70                | 1.00004        | 40        | 47        |
| 1/26            | 0.4332%                              | 0.000011869        | \$1,910,295,254.80                | 1.00006        | 41        | 48        |
| 1/27            | 0.4358%                              | 0.000011939        | \$1,935,717,127.37                | 1.00007        | 41        | 48        |
| 1/28            | 0.4496%                              | 0.000012317        | \$1,925,550,336.74                | 1.00007        | 43        | 50        |
| 1/29            | 0.4550%                              | 0.000012466        | \$1,916,115,241.44                | 1.00005        | 44        | 51        |
| 1/30            | 0.4550%                              | 0.000012466        | \$1,916,115,241.44                | 1.00005        | 44        | 51        |
| 1/31            | 0.4550%                              | 0.000012466        | \$1,916,115,241.44                | 1.00005        | 44        | 51        |
| <b>Average:</b> | <b>0.4056%</b>                       | <b>0.000011111</b> | <b>\$1,810,581,174.46</b>         | <b>1.00000</b> | <b>42</b> | <b>47</b> |



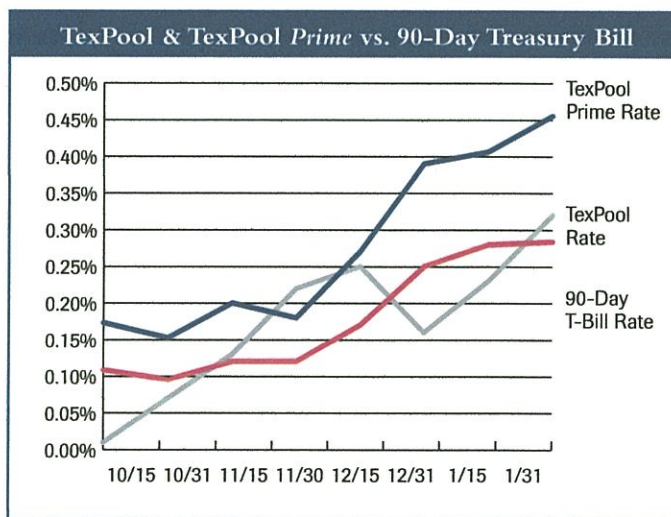


Participant Services  
1001 Texas Ave. 14th Floor  
Houston, TX 77002

This is not to suggest the policymakers are second guessing themselves at this point, but we do think they would like to make fewer hikes this year without looking like they are second-guessing themselves. The January statement did say they see strength in the economy despite the few pockets of weakness and low inflation in the near term. But they might delay or slow the hike schedule, possibly raising rates every third FOMC meeting rather than every other, waiting till the second quarter to hike and then enacting the every-other-meeting schedule. It will depend upon the domestic statistics; the global markets will have much less of an impact on the decisions. We think the more likely year-end federal funds level will be 1% rather than 1.75%. The London interbank offered rate (Libor) is certainly not pricing in a big move, staying steady over January at around 43, 61 and 85 basis points for 1-, 3- and 6-month, respectively.

Don't let all this attention paid to future actions make it seem like we are not appreciating liftoff. Like cash managers everywhere, it has been marvelous. Across the industry, there's been lots of cash flows into money market funds and plenty of rising yields. That's even the case for the Treasury sector, which had been held so low for so long. We have kept our Weighted Average Maturity (WAM) in the mid-thirties by shortening the long end of our barbell. We went from purchasing fixed-rate securities with 9-12 month maturities to buying ones with maturities closer to six months.

The benefits of the Fed hike have also shown up in our overnight operations. For nearly the entire time that the U.S. Treasury has been offering a select list of money market managers a guaranteed



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

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

rate for buying of Treasuries—typically a floor of about five basis points. But since the hike, we have been able to trade with other counterparties and have not done much with the Fed, except at quarter-end. Throughout January, the market has been trading at about five basis points higher than the Fed's 25 basis points.

Things are starting to work like they are supposed to. For us, the verdict is definitely in favor of the Fed's hike.

# TEXPOOL REPORT

MONTH OF FEBRUARY 2016

0.3010%

|                                  | BEGINNING<br>BALANCE | TRANSFER<br>IN/(OUT) | INT EARNED<br>(Posted Feb) | ENDING<br>BALANCE      | PURPOSE OF<br>FUND                                         |
|----------------------------------|----------------------|----------------------|----------------------------|------------------------|------------------------------------------------------------|
| GENERAL FUND - UNRESTRICTED      | 4,707,732.71         | 2,522,977.24         | 1,985.03                   | 7,232,694.98           | Working capital                                            |
| GENERAL FUND - RESTRICTED        | 1,600,000.00         | 0.00                 | incl in above              | 1,600,000.00           |                                                            |
| ENTERPRISE FUND - UNRESTRICT     | 1,385,990.53         | 265,027.05           | 408.44                     | 1,651,426.02           | Working capital                                            |
| ENTERPRISE FUND - RESTRICTED     | 300,000.00           | 0.00                 | incl in above              | 300,000.00             | Customer liability                                         |
| CAPITAL IMPACT FEES              | 2,478,367.57         | 0.00                 | 592.81                     | 2,478,960.38           | Water & sewer lines extensions & expansions                |
| PARK FEES                        | 110,333.33           | 0.00                 | 26.39                      | 110,359.72             | Reserved for acquisition & development of park land        |
| SEIZURE                          | 70,079.94            | 0.00                 | 16.76                      | 70,096.70              | Solely to purchase equipment for Law Enforcement           |
| CHILD SAFETY PROGRAMS            | 32,160.33            | 0.00                 | 7.69                       | 32,168.02              | Reserved for Child Safety/School Zones                     |
| FEDERAL SEIZURE                  | 15,022.91            | 0.00                 | 3.59                       | 15,026.50              | Criminal Investigation - Federal Funds                     |
| HOTEL/MOTEL FUND                 | 1,249,358.85         | (410.16)             | 298.74                     | 1,249,247.43           | Restricted for promotion of tourism                        |
| DEBT SERVICE FUND                | 2,985,870.64         | 361,234.81           | 704.71                     | 3,347,810.16           | Restricted for General fund reserves & yearly debt service |
| WTR/SWR BONDS                    | 292,156.67           | 0.00                 | 69.89                      | 292,226.56             | Funds transferred from Bond Mkt Acct to allow liquidity    |
| IT BONDS                         | 362,431.98           | (140,000.00)         | 77.17                      | 222,509.15             | Fiber Optics                                               |
| PD & GF BONDS                    | 6,624,314.04         | 0.00                 | 1,584.49                   | 6,625,898.53           | Public Wokrks Facility                                     |
| FIRE BONDS                       | 23,597.88            | 0.00                 | 5.64                       | 23,603.52              | Fire Engine                                                |
| PARK BONDS                       | 80,282.07            | 0.00                 | 19.20                      | 80,301.27              | Splash Pad                                                 |
| LIBRARY BONDS                    | 70.59                | 0.00                 | 0.02                       | 70.61                  | Funds transferred from Bond Mkt Acct to allow liquidity    |
| LAKESIDE DRIVE CERT DEP          | 258,023.97           | (20,000.00)          | 60.36                      | 238,084.33             |                                                            |
| CAROTHERS                        | 85,385.88            | 0.00                 | 20.42                      | 85,406.30              |                                                            |
| CRIME DISTRICT                   | 678,375.79           | 137,715.47           | 171.25                     | 816,262.51             | Funds transferred from Bond Mkt Acct to allow liquidity    |
| SEDC II - UNRESTRICTED           | 2,843,310.27         | 64,289.62            | 731.82                     | 2,908,331.71           | Seabrook Economic Development Corporation II               |
| SEDC II - RESTRICT FOR EMERGENCY | 180,000.00           | 0.00                 | incl in above              | 180,000.00             | Emergency Reserve                                          |
| STEP FUND                        | 70,534.84            | 0.00                 | 16.87                      | 70,551.71              |                                                            |
| PUBLIC SAFETY                    | 213,467.95           | 0.00                 | 51.06                      | 213,519.01             |                                                            |
| MUNI COURT - SECURITY FUND       | 21,685.64            | 0.00                 | 5.19                       | 21,690.83              | Funds from fines to be used for security                   |
| COURT - TIME PAYMENT FEES        | 14,954.79            | 0.00                 | 3.58                       | 14,958.37              | Funds from fines to be used to improve court               |
| MUNI COURT - TECHNOLOGY FUND     | 6,352.54             | 0.00                 | 1.52                       | 6,354.06               |                                                            |
| PEG Fund                         | 70,477.12            | 9,165.97             | 18.54                      | 79,661.63              |                                                            |
| STABILIZATION FUND               | 802,423.10           | 0.00                 | 191.93                     | 802,615.03             |                                                            |
| <b>TOTAL TEXPOOL FUND</b>        | <b>27,562,761.93</b> | <b>3,200,000.00</b>  | <b>7,073.11</b>            | <b>\$30,769,835.04</b> |                                                            |

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

*Pam Lab*

Finance Director



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



# Participant Statement

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

Statement Period 02/01/2016 - 02/29/2016

Page 1 of 2

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

## TexPool Update

Do you need to place a transaction or view an account balance and you can't get to the office?  
Visit TexConnect Online on your smart phone and you will be connected to TexConnect Mobile!

## TexPool Summary

| Pool Name                              | Beginning Balance      | Total Deposits        | Total Withdrawals | Total Interest    | Current Balance        | Average Balance |
|----------------------------------------|------------------------|-----------------------|-------------------|-------------------|------------------------|-----------------|
| Texas Local Government Investment Pool | \$27,562,761.93        | \$3,200,000.00        | \$0.00            | \$7,073.11        | \$30,769,835.04        | \$29,611,281.69 |
| <b>Total Dollar Value</b>              | <b>\$27,562,761.93</b> | <b>\$3,200,000.00</b> | <b>\$0.00</b>     | <b>\$7,073.11</b> | <b>\$30,769,835.04</b> |                 |

## Portfolio Value

| Pool Name                              | Pool/Account   | Market Value (02/01/2016) | Share Price (02/29/2016) | Shares Owned (02/29/2016) | Market Value (02/29/2016) |
|----------------------------------------|----------------|---------------------------|--------------------------|---------------------------|---------------------------|
| Texas Local Government Investment Pool | 449/1011800001 | \$27,562,761.93           | \$1.00                   | 30,769,835.040            | \$30,769,835.04           |
| <b>Total Dollar Value</b>              |                | <b>\$27,562,761.93</b>    |                          |                           | <b>\$30,769,835.04</b>    |

## Interest Summary

| Pool Name                              | Pool/Account   | Month-to-Date Interest | Year-to-Date Interest |
|----------------------------------------|----------------|------------------------|-----------------------|
| Texas Local Government Investment Pool | 449/1011800001 | \$7,073.11             | \$13,215.99           |
| <b>Total</b>                           |                | <b>\$7,073.11</b>      | <b>\$13,215.99</b>    |

DST 00151791



Statement Period 02/01/2016 - 02/29/2016

Page 2 of 2

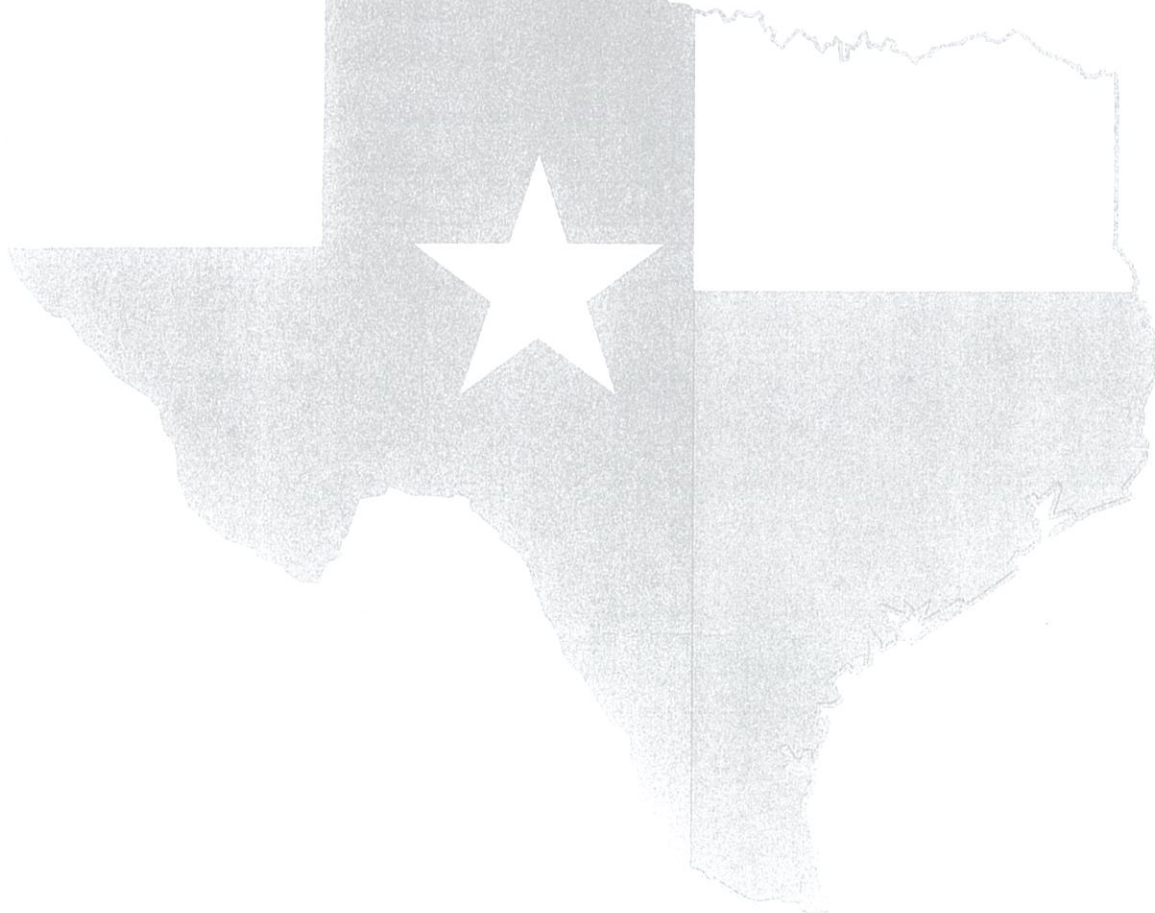
## Transaction Detail

### Texas Local Government Investment Pool

Participant: CITY OF SEABROOK

Pool/Account: 449/1011800001

| Transaction Date               | Settlement Date | Transaction Description | Transaction Dollar Amount | Share Price | Shares This Transaction | Shares Owned   |
|--------------------------------|-----------------|-------------------------|---------------------------|-------------|-------------------------|----------------|
| 02/01/2016                     | 02/01/2016      | BEGINNING BALANCE       | \$27,562,761.93           | \$1.00      |                         | 27,562,761.930 |
| 02/08/2016                     | 02/09/2016      | ACH DEPOSIT             | \$2,100,000.00            | \$1.00      | 2,100,000.000           | 29,662,761.930 |
| 02/18/2016                     | 02/18/2016      | TRANSFER DEPOSIT        | \$1,100,000.00            | \$1.00      | 1,100,000.000           | 30,762,761.930 |
| 02/29/2016                     | 02/29/2016      | MONTHLY POSTING         | \$7,073.11                | \$1.00      | 7,073.110               | 30,769,835.040 |
| Account Value as of 02/29/2016 |                 |                         | \$30,769,835.04           | \$1.00      |                         | 30,769,835.040 |





## Monthly Newsletter: March 2016

### ANNOUNCEMENTS

**We would like to recognize and welcome the following entity who joined the TexPool program in February 2016:**

#### **TexPool**

Bastrop Economic Development Corporation

#### **Upcoming Events**

04/17/2016 – 04/20/2016  
GFOAT Spring Conference  
Austin

04/18/16 – 04/21/16  
County Treasurer's Education Seminar  
Austin

#### **TexPool Advisory Board Members**

|                    |                 |
|--------------------|-----------------|
| Jose Elizondo, Jr. | Vivian Wood     |
| Georgia Sanchez    | Jerry Dale      |
| Patrick Krishock   | Sharon Matthews |
| Michele Tuttle     | David Landeros  |

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

Operated under the supervision of the Texas Treasury Safekeeping Trust Company

For more information  
visit [www.texpool.com](http://www.texpool.com).

### **Economic and Market Commentary: Market predicting instead of listening to Fed**

March 1, 2016

Divining the future monetary policy maneuvers of the Federal Reserve can be frustration personified, but that doesn't stop the market from trying. I suppose few of us would work in this field if we didn't like thinking about expectations. But as futures go, the market's predictions for the fed funds rate are not particularly reliable. We think they are off now and that the market is underestimating the Fed's willingness to hike.

The prevailing view is that there's only around a 50% chance of one rate hike this year. One! That is almost disregarding what the Fed is telling us. More than a few Fed officials have said not to assume the hike in December was a one-and-done move (the minutes of the January policy-setting meeting were balanced—not dovish or hawkish). The Fed has gone to considerable length for several years now to let the market know it is data dependent and if anything, the U.S. economy has been steady to slightly positive. Housing, employment, retail sales and even CPI have been ticking up. We are not saying the U.S. is running on all cylinders, but we are certainly not in any way, shape or form close to a situation that would indicate negative rates.

Let's not forget that the Fed is the global leader. While the world's central banks don't have to follow it, the Fed certainly doesn't have to follow them. This divergence applies

*(continued page 6)*

#### **Performance as of February 29, 2016**

|                                     | <b>TexPool</b>      | <b>TexPool Prime</b> |
|-------------------------------------|---------------------|----------------------|
| Current Invested Balance            | \$16,950,461,798.42 | \$2,293,271,396.33   |
| Weighted Average Maturity**         | 37 Days             | 35 Days              |
| Weighted Average Life**             | 66 Days             | 44 Days              |
| Net Asset Value                     | 1.00000             | 1.00007              |
| Total Number of Participants        | 2,348               | 196                  |
| Management Fee on Invested Balance  | 0.0473%             | 0.0638%              |
| Interest Distributed                | \$4,162,402.43      | \$874,493.51         |
| Management Fee Collected            | \$606,402.10        | \$92,137.93          |
| Standard & Poor's Current Rating    | AAAm                | AAAm                 |
| <b>Month Averages</b>               |                     |                      |
| Average Invested Balance            | \$17,420,363,237.57 | \$2,354,682,809.91   |
| Average Monthly Rate*               | 0.30%               | 0.47%                |
| Average Weighted Average Maturity** | 39 Days             | 38 Days              |
| Average Weighted Average Life**     | 67 Days             | 46 Days              |

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

\*\*See page 2 for definitions.

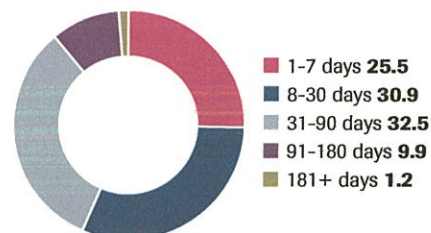
TexPool Participant Services  
1001 Texas Avenue, Suite 1400 • Houston, TX 77002  
Phone: 1-866-TEXPOOL (839-7665) • Fax: 1-866-839-3291 • [TexPool.com](http://TexPool.com)

Managed and  
Serviced by **Federated**®  
G35884-24 (3/16)



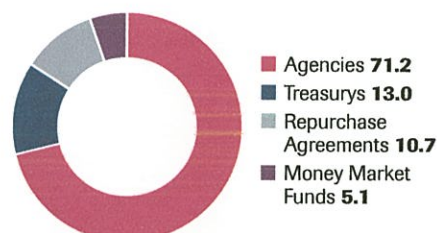
## Portfolio by Maturity (%)

As of February 29, 2016



## Portfolio by Type of Investment (%)

As of February 29, 2016



### Portfolio Asset Summary as of February 29, 2016

|                                      | Book Value                 | Market Value               |
|--------------------------------------|----------------------------|----------------------------|
| Uninvested Balance                   | \$82,790,955.12            | \$82,790,955.12            |
| Receivable for Investments Sold      | 0.00                       | 0.00                       |
| Accrual of Interest Income           | 9,774,012.09               | 9,774,012.09               |
| Interest and Management Fees Payable | -4,162,404.57              | -4,162,404.57              |
| Payable for Investments Purchased    | 0.00                       | 0.00                       |
| Accrued Expenses & Taxes             | -20,279.85                 | -20,279.85                 |
| Repurchase Agreements                | 1,819,597,000.00           | 1,819,546,435.00           |
| Mutual Fund Investments              | 855,022,103.88             | 855,022,103.88             |
| Government Securities                | 11,525,250,675.64          | 11,525,333,153.21          |
| US Treasury Bills                    | 539,910,905.54             | 539,924,580.00             |
| US Treasury Notes                    | 2,122,298,830.57           | 2,122,265,900.90           |
| <b>Total</b>                         | <b>\$16,950,461,798.42</b> | <b>\$16,950,474,455.78</b> |

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

### Participant Summary

|                  | Number of Participants | Balance            |
|------------------|------------------------|--------------------|
| School District  | 575                    | \$5,812,015,461.70 |
| Higher Education | 57                     | \$1,499,061,962.37 |
| Healthcare       | 81                     | \$750,864,062.28   |
| Utility District | 730                    | \$2,016,638,263.64 |
| City             | 453                    | \$4,222,080,144.56 |
| County           | 180                    | \$1,428,428,593.98 |
| Other            | 272                    | \$1,221,262,667.44 |

### \*\*Definition of Weighted Average Maturity and Weighted Average Life

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

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





## Daily Summary

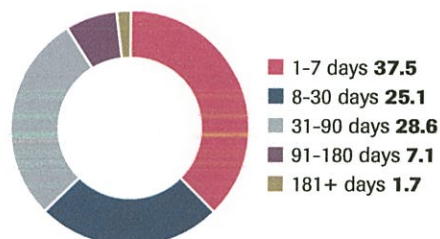
| Date            | Money Mkt. Fund<br>Equiv. (SEC Std.) | Dividend<br>Factor | TexPool Invested<br>Balance | NAV            | WAM Days  | WAL Days  |
|-----------------|--------------------------------------|--------------------|-----------------------------|----------------|-----------|-----------|
| 2/1             | 0.2855%                              | 0.000007822        | \$16,984,265,895.27         | 0.99998        | 36        | 62        |
| 2/2             | 0.2886%                              | 0.000007908        | \$17,144,844,962.32         | 0.99998        | 38        | 65        |
| 2/3             | 0.2890%                              | 0.000007919        | \$17,377,217,546.18         | 0.99998        | 38        | 64        |
| 2/4             | 0.2902%                              | 0.000007952        | \$17,534,623,010.05         | 0.99999        | 38        | 64        |
| 2/5             | 0.2932%                              | 0.000008032        | \$17,630,097,407.51         | 1.00000        | 39        | 65        |
| 2/6             | 0.2932%                              | 0.000008032        | \$17,630,097,407.51         | 1.00000        | 39        | 65        |
| 2/7             | 0.2932%                              | 0.000008032        | \$17,630,097,407.51         | 1.00000        | 39        | 65        |
| 2/8             | 0.2939%                              | 0.000008052        | \$17,696,770,101.57         | 1.00001        | 37        | 64        |
| 2/9             | 0.2952%                              | 0.000008088        | \$17,834,676,867.94         | 1.00000        | 36        | 62        |
| 2/10            | 0.2950%                              | 0.000008083        | \$17,903,683,028.22         | 1.00001        | 35        | 62        |
| 2/11            | 0.2959%                              | 0.000008108        | \$17,751,381,971.32         | 1.00002        | 38        | 65        |
| 2/12            | 0.2994%                              | 0.000008203        | \$17,111,009,501.88         | 1.00001        | 43        | 72        |
| 2/13            | 0.2994%                              | 0.000008203        | \$17,111,009,501.88         | 1.00001        | 43        | 72        |
| 2/14            | 0.2994%                              | 0.000008203        | \$17,111,009,501.88         | 1.00001        | 43        | 72        |
| 2/15            | 0.2994%                              | 0.000008203        | \$17,111,009,501.88         | 1.00001        | 43        | 72        |
| 2/16            | 0.3004%                              | 0.000008229        | \$17,214,573,431.29         | 1.00000        | 40        | 68        |
| 2/17            | 0.3078%                              | 0.000008432        | \$17,405,621,281.85         | 1.00002        | 40        | 69        |
| 2/18            | 0.3030%                              | 0.000008302        | \$17,680,487,731.76         | 1.00000        | 40        | 67        |
| 2/19            | 0.3087%                              | 0.000008457        | \$17,682,995,798.36         | 0.99999        | 41        | 69        |
| 2/20            | 0.3087%                              | 0.000008457        | \$17,682,995,798.36         | 0.99999        | 41        | 69        |
| 2/21            | 0.3087%                              | 0.000008457        | \$17,682,995,798.36         | 0.99999        | 41        | 69        |
| 2/22            | 0.3084%                              | 0.000008450        | \$17,700,349,891.01         | 0.99999        | 39        | 66        |
| 2/23            | 0.3159%                              | 0.000008654        | \$17,588,224,592.50         | 0.99999        | 39        | 66        |
| 2/24            | 0.3111%                              | 0.000008524        | \$17,506,395,606.16         | 0.99999        | 39        | 67        |
| 2/25            | 0.3125%                              | 0.000008562        | \$17,389,986,814.60         | 1.00000        | 39        | 67        |
| 2/26            | 0.3098%                              | 0.000008489        | \$17,047,883,911.35         | 1.00000        | 40        | 68        |
| 2/27            | 0.3098%                              | 0.000008489        | \$17,047,883,911.35         | 1.00000        | 40        | 68        |
| 2/28            | 0.3098%                              | 0.000008489        | \$17,047,883,911.35         | 1.00000        | 40        | 68        |
| 2/29            | 0.3052%                              | 0.000008362        | \$16,950,461,798.42         | 1.00000        | 37        | 66        |
| <b>Average:</b> | <b>0.3010%</b>                       | <b>0.000008248</b> | <b>\$17,420,363,237.57</b>  | <b>1.00000</b> | <b>39</b> | <b>67</b> |



## TEXPOOL PRIME

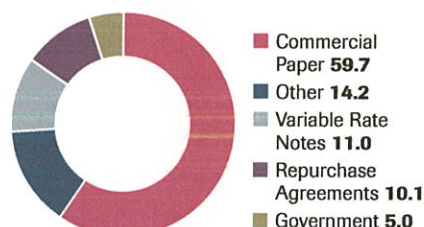
### Portfolio by Maturity (%)

As of February 29, 2016



### Portfolio by Type of Investment (%)

As of February 29, 2016



### Portfolio Asset Summary as of February 29, 2016

|                                      | Book Value                | Market Value              |
|--------------------------------------|---------------------------|---------------------------|
| Uninvested Balance                   | \$3,641.90                | \$3,641.90                |
| Receivable for Investments Sold      | 0.00                      | 0.00                      |
| Accrual of Interest Income           | 249,417.63                | 249,417.63                |
| Interest and Management Fees Payable | -874,494.00               | -874,494.00               |
| Payable for Investments Purchased    | -24,991,038.19            | -24,991,038.19            |
| Accrued Expenses & Taxes             | -3,008.80                 | -3,008.80                 |
| Repurchase Agreements                | 234,370,000.00            | 234,370,000.00            |
| Commercial Paper                     | 1,385,011,852.77          | 1,385,197,775.25          |
| Bank Instruments                     | 90,088,320.74             | 90,086,070.00             |
| Mutual Fund Investments              | 329,018,802.03            | 329,018,802.03            |
| Government Securities                | 24,998,277.78             | 24,998,450.00             |
| Variable Rate Notes                  | 255,399,624.47            | 255,378,393.00            |
| <b>Total</b>                         | <b>\$2,293,271,396.33</b> | <b>\$2,293,434,008.82</b> |

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

### Participant Summary

|                  | Number of Participants | Balance            |
|------------------|------------------------|--------------------|
| School District  | 85                     | \$1,442,607,387.48 |
| Higher Education | 8                      | \$61,256,230.11    |
| Healthcare       | 10                     | \$32,961,169.30    |
| Utility District | 8                      | \$88,662,502.90    |
| City             | 39                     | \$327,557,964.22   |
| County           | 23                     | \$188,124,749.69   |
| Other            | 23                     | \$152,097,534.16   |





## TEXPOOL PRIME

### Daily Summary

| Date            | Money Mkt. Fund<br>Equiv. (SEC Std.) | Dividend<br>Factor | TexPool Prime<br>Invested Balance | NAV            | WAM Days  | WAL Days  |
|-----------------|--------------------------------------|--------------------|-----------------------------------|----------------|-----------|-----------|
| 2/1             | 0.4396%                              | 0.000012044        | \$2,030,232,765.46                | 1.00007        | 39        | 45        |
| 2/2             | 0.4425%                              | 0.000012124        | \$2,116,949,813.07                | 1.00006        | 40        | 46        |
| 2/3             | 0.4519%                              | 0.000012381        | \$2,198,863,189.60                | 1.00007        | 40        | 49        |
| 2/4             | 0.4466%                              | 0.000012236        | \$2,313,539,342.21                | 1.00006        | 38        | 46        |
| 2/5             | 0.4607%                              | 0.000012621        | \$2,330,881,713.54                | 1.00004        | 41        | 48        |
| 2/6             | 0.4607%                              | 0.000012621        | \$2,330,881,713.54                | 1.00004        | 41        | 48        |
| 2/7             | 0.4607%                              | 0.000012621        | \$2,330,881,713.54                | 1.00004        | 41        | 48        |
| 2/8             | 0.4527%                              | 0.000012402        | \$2,425,651,520.90                | 1.00007        | 38        | 44        |
| 2/9             | 0.4507%                              | 0.000012349        | \$2,461,596,899.84                | 1.00007        | 37        | 46        |
| 2/10            | 0.4518%                              | 0.000012379        | \$2,476,058,451.51                | 1.00008        | 37        | 45        |
| 2/11            | 0.4681%                              | 0.000012824        | \$2,413,092,369.15                | 1.00008        | 40        | 48        |
| 2/12            | 0.4685%                              | 0.000012836        | \$2,391,711,316.20                | 1.00006        | 40        | 48        |
| 2/13            | 0.4685%                              | 0.000012836        | \$2,391,711,316.20                | 1.00006        | 40        | 48        |
| 2/14            | 0.4685%                              | 0.000012836        | \$2,391,711,316.20                | 1.00006        | 40        | 48        |
| 2/15            | 0.4685%                              | 0.000012836        | \$2,391,711,316.20                | 1.00006        | 40        | 48        |
| 2/16            | 0.4672%                              | 0.000012801        | \$2,416,414,301.73                | 1.00009        | 36        | 44        |
| 2/17            | 0.4616%                              | 0.000012646        | \$2,441,968,275.81                | 1.00008        | 35        | 43        |
| 2/18            | 0.4691%                              | 0.000012851        | \$2,440,524,808.83                | 1.00008        | 35        | 43        |
| 2/19            | 0.4730%                              | 0.000012958        | \$2,434,644,229.39                | 1.00006        | 36        | 44        |
| 2/20            | 0.4730%                              | 0.000012958        | \$2,434,644,229.39                | 1.00006        | 36        | 44        |
| 2/21            | 0.4730%                              | 0.000012958        | \$2,434,644,229.39                | 1.00006        | 36        | 44        |
| 2/22            | 0.4692%                              | 0.000012855        | \$2,435,534,139.36                | 1.00008        | 34        | 41        |
| 2/23            | 0.4729%                              | 0.000012955        | \$2,427,367,407.29                | 1.00007        | 35        | 42        |
| 2/24            | 0.4947%                              | 0.000013554        | \$2,269,532,292.54                | 1.00008        | 37        | 45        |
| 2/25            | 0.4801%                              | 0.000013154        | \$2,337,825,425.65                | 1.00008        | 35        | 43        |
| 2/26            | 0.4894%                              | 0.000013407        | \$2,307,985,331.48                | 1.00006        | 37        | 46        |
| 2/27            | 0.4894%                              | 0.000013407        | \$2,307,985,331.48                | 1.00006        | 37        | 46        |
| 2/28            | 0.4894%                              | 0.000013407        | \$2,307,985,331.48                | 1.00006        | 37        | 46        |
| 2/29            | 0.4906%                              | 0.000013440        | \$2,293,271,396.33                | 1.00007        | 35        | 44        |
| <b>Average:</b> | <b>0.4673%</b>                       | <b>0.000012803</b> | <b>\$2,354,682,809.91</b>         | <b>1.00007</b> | <b>38</b> | <b>46</b> |

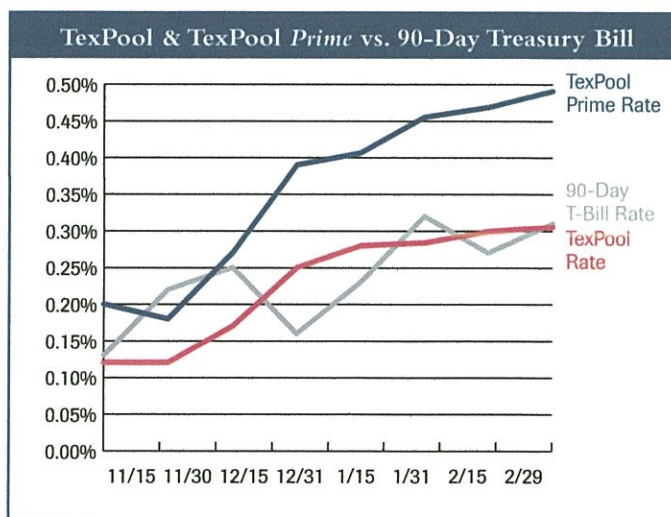




Participant Services  
1001 Texas Ave. 14th Floor  
Houston, TX 77002

to that issue of negative rates, which also have been getting much too much attention. With the Bank of Japan's recent move to negative rates, the question was bound to be raised when Fed Chair Janet Yellen had her semiannual Humphrey-Hawkins testimony last month. While the Chair acknowledged that as a matter of prudent planning a negative rate policy could not be ruled out entirely, she did not give any indication that the Fed was contemplating such a drastic move. Yellen does not shy away from addressing issues that are concerning to the markets, so it is telling that she didn't have any mention of negative rates in her prepared remarks. The media has given this much more attention than it ever deserved.

Another reason for our confidence is more technical. As firms have been preparing for the upcoming SEC money fund rules by converting some products to government funds, there's been concern that the additional demand will drive rates negative. But a substantial portion of the shift has already occurred and we have not seen any impact on rates. Even though the government money fund assets have passed prime money fund assets for the first time, there is plenty of supply. And just as significant, the Reverse Repo Program's floor of 25 basis points has hardly been used and market repo rates haven't been below 30 basis points more than a handful of times this whole year. While it is good that investors and media are more engaged on monetary policy, it is unfortunate that negative rates have unnecessarily colored the discourse.



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

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

Libor has pretty much been holding steady and pretty attractive. We continue to maintain a neutral Weighted Average Maturity (WAM) stance and keep the long end of our barbell shorter, just to be flexible.

# TEXPOOL REPORT

MONTH OF MARCH 2016

0.3273%

|                                  | BEGINNING<br>BALANCE | TRANSFER<br>IN/(OUT) | INT EARNED<br>(Posted Mar) | ENDING<br>BALANCE      | PURPOSE OF<br>FUND                                         |
|----------------------------------|----------------------|----------------------|----------------------------|------------------------|------------------------------------------------------------|
| GENERAL FUND - UNRESTRICTED      | 7,232,694.98         | 67,018.99            | 2,546.82                   | 7,302,260.79           | Working capital                                            |
| GENERAL FUND - RESTRICTED        | 1,600,000.00         | 0.00                 | incl in above              | 1,600,000.00           |                                                            |
| ENTERPRISE FUND - UNRESTRICT     | 1,651,426.02         | 261,247.74           | 496.88                     | 1,913,170.64           | Working capital                                            |
| ENTERPRISE FUND - RESTRICTED     | 300,000.00           | 0.00                 | incl in above              | 300,000.00             | Customer liability                                         |
| CAPITAL IMPACT FEES              | 2,478,960.38         | (10,000.00)          | 688.98                     | 2,469,649.36           | Water & sewer lines extensions & expansions                |
| PARK FEES                        | 110,359.72           | 0.00                 | 30.68                      | 110,390.40             | Reserved for acquisition & development of park land        |
| SEIZURE                          | 70,096.70            | 0.00                 | 19.48                      | 70,116.18              | Solely to purchase equipment for Law Enforcement           |
| CHILD SAFETY PROGRAMS            | 32,168.02            | 0.00                 | 8.94                       | 32,176.96              | Reserved for Child Safety/School Zones                     |
| FEDERAL SEIZURE                  | 15,026.50            | 0.00                 | 4.18                       | 15,030.68              | Criminal Investigation - Federal Funds                     |
| HOTEL/MOTEL FUND                 | 1,249,247.43         | (525.27)             | 347.11                     | 1,249,069.27           | Restricted for promotion of tourism                        |
| DEBT SERVICE FUND                | 3,347,810.16         | (52,376.38)          | 901.11                     | 3,296,334.89           | Restricted for General fund reserves & yearly debt service |
| WTR/SWR BONDS                    | 292,226.56           | 2,466,001.44         | 618.44                     | 2,758,846.44           | Funds transferred from Bond Mkt Acct to allow liquidity    |
| IT BONDS                         | 222,509.15           | (150,000.00)         | 60.44                      | 72,569.59              | Fiber Optics                                               |
| PD & GF BONDS                    | 6,625,898.53         | (50,000.00)          | 1,841.33                   | 6,577,739.86           | Public Wokrks Facility                                     |
| FIRE BONDS                       | 23,603.52            | 0.00                 | 6.56                       | 23,610.08              | Fire Engine                                                |
| PARK BONDS                       | 80,301.27            | 0.00                 | 22.32                      | 80,323.59              | Splash Pad                                                 |
| LIBRARY BONDS                    | 70.61                | 0.00                 | 0.02                       | 70.63                  | Funds transferred from Bond Mkt Acct to allow liquidity    |
| LAKESIDE DRIVE CERT DEP          | 238,084.33           | (50,000.00)          | 65.71                      | 188,150.04             |                                                            |
| CAROTHERS                        | 85,406.30            | 0.00                 | 23.74                      | 85,430.04              |                                                            |
| CRIME DISTRICT                   | 816,262.51           | (1,409.56)           | 216.52                     | 815,069.47             | Funds transferred from Bond Mkt Acct to allow liquidity    |
| SEDC II - UNRESTRICTED           | 2,908,331.71         | (13,606.96)          | 854.96                     | 2,895,579.71           | Seabrook Economic Development Corporation II               |
| SEDC II - RESTRICT FOR EMERGENCY | 180,000.00           | 0.00                 | incl in above              | 180,000.00             | Emergency Reserve                                          |
| STEP FUND                        | 70,551.71            | 0.00                 | 19.61                      | 70,571.32              |                                                            |
| PUBLIC SAFETY                    | 213,519.01           | 0.00                 | 59.35                      | 213,578.36             |                                                            |
| MUNI COURT - SECURITY FUND       | 21,690.83            | 0.00                 | 6.03                       | 21,696.86              | Funds from fines to be used for security                   |
| COURT - TIME PAYMENT FEES        | 14,958.37            | 0.00                 | 4.16                       | 14,962.53              | Funds from fines to be used to improve court               |
| MUNI COURT - TECHNOLOGY FUND     | 6,354.06             | 0.00                 | 1.77                       | 6,355.83               |                                                            |
| PEG Fund                         | 79,661.63            | 0.00                 | 22.14                      | 79,683.77              |                                                            |
| STABILIZATION FUND               | 802,615.03           | 0.00                 | 223.10                     | 802,838.13             |                                                            |
| <b>TOTAL TEXPOOL FUND</b>        | <b>30,769,835.04</b> | <b>2,466,350.00</b>  | <b>9,090.38</b>            | <b>\$33,245,275.42</b> |                                                            |

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

*Pam Lab*

Finance Director





# Participant Statement

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

**Statement Period** 03/01/2016 - 03/31/2016

Page 1 of 2

**Customer Service** 1-866-TEX-POOL

**Location ID** 000077632

**Investor ID** 000006495

## TexPool Update

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

## TexPool Summary

| Pool Name                              | Beginning Balance      | Total Deposits        | Total Withdrawals | Total Interest    | Current Balance        | Average Balance |
|----------------------------------------|------------------------|-----------------------|-------------------|-------------------|------------------------|-----------------|
| Texas Local Government Investment Pool | \$30,769,835.04        | \$2,466,350.00        | \$0.00            | \$9,090.38        | \$33,245,275.42        | \$32,679,560.54 |
| <b>Total Dollar Value</b>              | <b>\$30,769,835.04</b> | <b>\$2,466,350.00</b> | <b>\$0.00</b>     | <b>\$9,090.38</b> | <b>\$33,245,275.42</b> |                 |

## Portfolio Value

| Pool Name                              | Pool/Account   | Market Value (03/01/2016) | Share Price (03/31/2016) | Shares Owned (03/31/2016) | Market Value (03/31/2016) |
|----------------------------------------|----------------|---------------------------|--------------------------|---------------------------|---------------------------|
| Texas Local Government Investment Pool | 449/1011800001 | \$30,769,835.04           | \$1.00                   | 33,245,275.420            | \$33,245,275.42           |
| <b>Total Dollar Value</b>              |                | <b>\$30,769,835.04</b>    |                          |                           | <b>\$33,245,275.42</b>    |

## Interest Summary

| Pool Name                              | Pool/Account   | Month-to-Date Interest | Year-to-Date Interest |
|----------------------------------------|----------------|------------------------|-----------------------|
| Texas Local Government Investment Pool | 449/1011800001 | \$9,090.38             | \$22,306.37           |
| <b>Total</b>                           |                | <b>\$9,090.38</b>      | <b>\$22,306.37</b>    |



Statement Period 03/01/2016 - 03/31/2016

Page 2 of 2

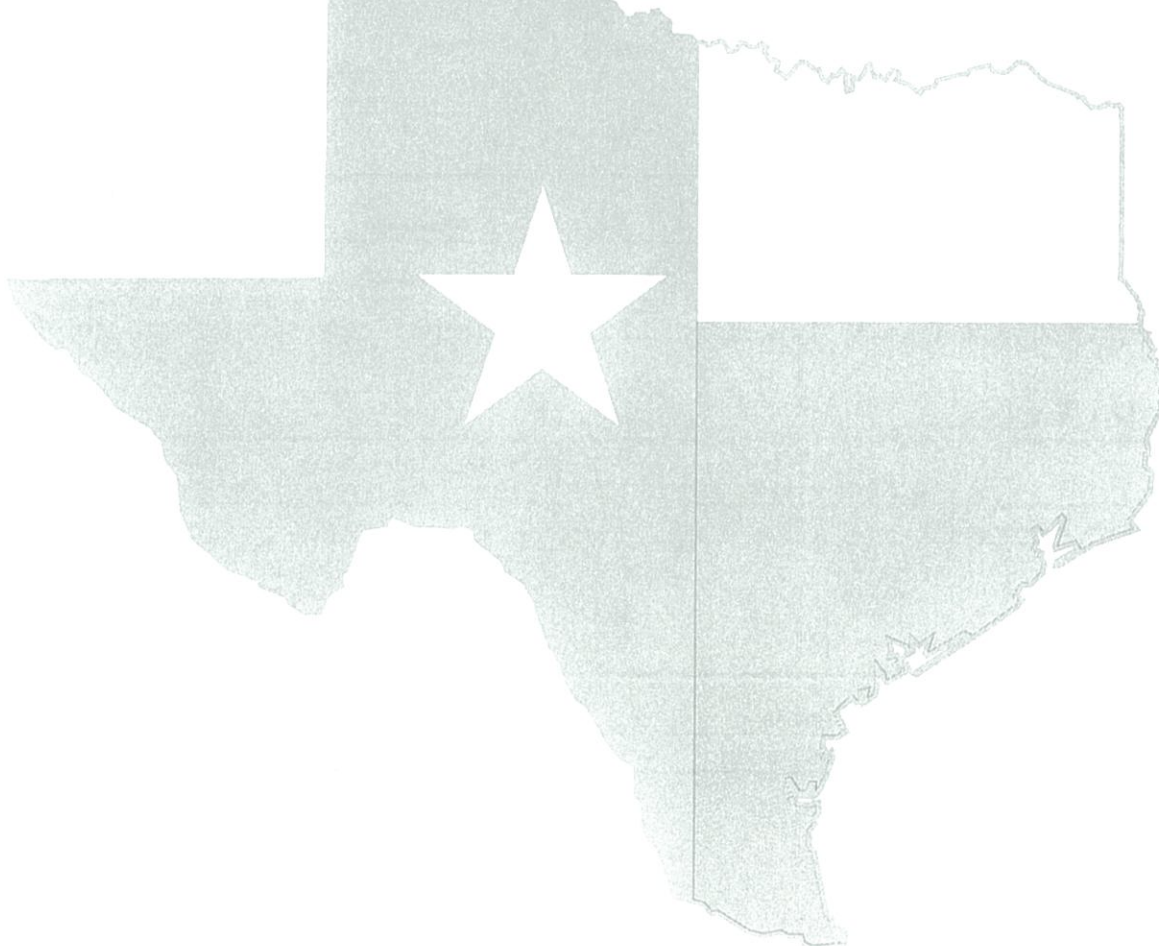
## Transaction Detail

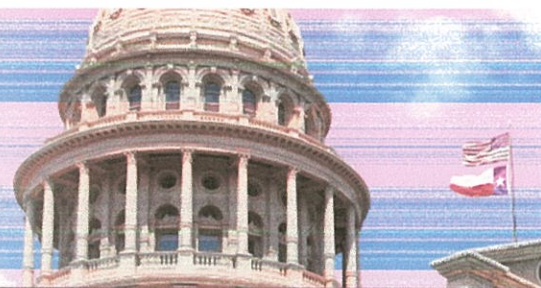
### Texas Local Government Investment Pool

Participant: CITY OF SEABROOK

Pool/Account: 449/1011800001

| Transaction Date               | Settlement Date | Transaction Description | Transaction Dollar Amount | Share Price | Shares This Transaction | Shares Owned   |
|--------------------------------|-----------------|-------------------------|---------------------------|-------------|-------------------------|----------------|
| 03/01/2016                     | 03/01/2016      | BEGINNING BALANCE       | \$30,769,835.04           | \$1.00      |                         | 30,769,835.040 |
| 03/08/2016                     | 03/08/2016      | TRANSFER DEPOSIT        | \$2,466,350.00            | \$1.00      | 2,466,350.000           | 33,236,185.040 |
| 03/31/2016                     | 03/31/2016      | MONTHLY POSTING         | \$9,090.38                | \$1.00      | 9,090.380               | 33,245,275.420 |
| Account Value as of 03/31/2016 |                 |                         | \$33,245,275.42           | \$1.00      |                         | 33,245,275.420 |





## Monthly Newsletter: April 2016

### ANNOUNCEMENTS

We would like to recognize and welcome the following entities who joined the TexPool program in March 2016:

#### TexPool

Leander Todd MUD 1  
Sienna Plantation MUD 4  
Lone Star Regional Water Authority  
City of Roman Forest

#### TexPool Prime

Houston Community College System  
City of Roman Forest  
City of San Antonio

### Upcoming Events

04/17/2016 – 04/20/2016  
GFOAT Spring Conference  
Austin

04/18/16 – 04/21/16  
County Treasurer's Education Seminar  
Austin

5/3/2016 – 5/6/2016  
LBJ School/TACA  
Austin

### TexPool Advisory Board Members

|                    |                 |
|--------------------|-----------------|
| Jose Elizondo, Jr. | Vivian Wood     |
| Georgia Sanchez    | Jerry Dale      |
| Patrick Krishock   | Sharon Matthews |
| Michele Tuttle     | David Landeros  |

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

Operated under the supervision of the Texas Treasury Safekeeping Trust Company

For more information visit [www.texpool.com](http://www.texpool.com).

## Economic and Market Commentary: Yellen cages the hawks

April 1, 2016

The first quarter of this year saw plenty of ups and downs. Certainly the markets were volatile, but so was economic data, amid overall softening. March in particular saw individual reports and surveys volleying positive and negative news, causing investors and cash managers the sort of neck pain you get watching a tennis match from midcourt. Employment and auto sales remained robust, manufacturing was still poor; consumer inflation picked up, but personal consumption expenditure data came in low. And so on. We keep track of what we think are the most important statistics released every month and have seen the same number of surprises to the upside as to the downside. It was no surprise that the Federal Open Market Committee (FOMC) did not raise rates at its mid-month meeting, in the process dialing back the projections for hikes this year to two from the four it had envisioned in December.

Why then did several Fed officials start emitting hawkish screeches not long after the meeting concluded? A string of speeches suggesting the economy is looking good enough for policy action was enough to build in at least the probability of a move at the April meeting from a federal funds futures perspective, and definitely put June in play. That turned out to be fleeting as Chair Janet Yellen dismissed the hawkish tone

(continued page 6)

### Performance as of March 31, 2016

|                                     | TexPool             | TexPool Prime      |
|-------------------------------------|---------------------|--------------------|
| Current Invested Balance            | \$16,145,100,335.90 | \$2,203,910,298.83 |
| Weighted Average Maturity**         | 44 Days             | 40 Days            |
| Weighted Average Life**             | 82 Days             | 54 Days            |
| Net Asset Value                     | 1.00007             | 1.00017            |
| Total Number of Participants        | 2,352               | 199                |
| Management Fee on Invested Balance  | 0.0473%             | 0.0638%            |
| Interest Distributed                | \$4,607,472.48      | \$993,291.52       |
| Management Fee Collected            | \$627,093.91        | \$92,677.50        |
| Standard & Poor's Current Rating    | AAAm                | AAAm               |
| <b>Month Averages</b>               |                     |                    |
| Average Invested Balance            | \$16,605,945,114.13 | \$2,278,173,926.21 |
| Average Monthly Rate*               | 0.33%               | 0.51%              |
| Average Weighted Average Maturity** | 40 Days             | 41 Days            |
| Average Weighted Average Life**     | 72 Days             | 54 Days            |

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

\*\*See page 2 for definitions.

TexPool Participant Services  
1001 Texas Avenue, Suite 1400 · Houston, TX 77002  
Phone: 1-866-TEXPOOL (839-7665) · Fax: 1-866-839-3291 · [TexPool.com](http://TexPool.com)

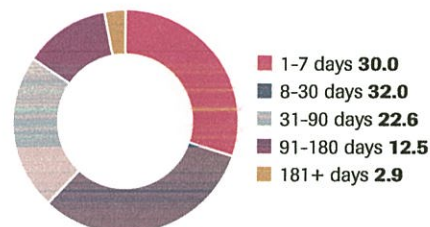
Managed and  
Serviced by **Federated**®  
G35884-24 (4/16)





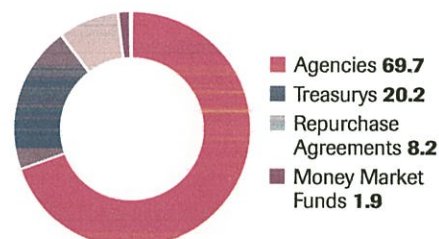
## Portfolio by Maturity (%)

As of March 31, 2016



## Portfolio by Type of Investment (%)

As of March 31, 2016



### Portfolio Asset Summary as of March 31, 2016

|                                      | Book Value                 | Market Value               |
|--------------------------------------|----------------------------|----------------------------|
| Uninvested Balance                   | -\$41,693.44               | -\$41,693.44               |
| Receivable for Investments Sold      | 0.00                       | 0.00                       |
| Accrual of Interest Income           | 17,835,378.15              | 17,835,378.15              |
| Interest and Management Fees Payable | -4,607,471.53              | -4,607,471.53              |
| Payable for Investments Purchased    | -311,998,788.00            | -311,998,788.00            |
| Accrued Expenses & Taxes             | -20,257.47                 | -20,257.47                 |
| Repurchase Agreements                | 1,341,659,000.00           | 1,341,607,355.00           |
| Mutual Fund Investments              | 320,022,103.88             | 320,022,103.88             |
| Government Securities                | 11,961,272,336.68          | 11,961,920,549.37          |
| US Treasury Bills                    | 99,976,750.00              | 99,987,100.00              |
| US Treasury Notes                    | 2,721,002,977.63           | 2,721,358,999.95           |
| <b>Total</b>                         | <b>\$16,145,100,335.90</b> | <b>\$16,146,063,275.91</b> |

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

### Participant Summary

|                  | Number of Participants | Balance            |
|------------------|------------------------|--------------------|
| School District  | 575                    | \$5,491,139,742.00 |
| Higher Education | 57                     | \$1,390,508,973.09 |
| Healthcare       | 81                     | \$741,415,176.00   |
| Utility District | 733                    | \$2,110,831,039.51 |
| City             | 454                    | \$3,959,640,190.16 |
| County           | 180                    | \$1,304,222,269.45 |
| Other            | 272                    | \$1,147,083,026.88 |

### \*\*Definition of Weighted Average Maturity and Weighted Average Life

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

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





## Daily Summary

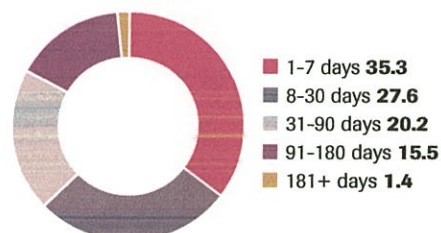
| Date            | Money Mkt. Fund<br>Equiv. (SEC Std.) | Dividend<br>Factor | TexPool Invested<br>Balance | NAV            | WAM Days  | WAL Days  |
|-----------------|--------------------------------------|--------------------|-----------------------------|----------------|-----------|-----------|
| 3/1             | 0.3078%                              | 0.000008432        | \$16,840,036,299.03         | 1.00002        | 37        | 65        |
| 3/2             | 0.3089%                              | 0.000008463        | \$16,873,937,127.23         | 1.00001        | 40        | 70        |
| 3/3             | 0.3113%                              | 0.000008528        | \$16,881,408,444.44         | 1.00001        | 41        | 70        |
| 3/4             | 0.3166%                              | 0.000008673        | \$16,861,881,391.07         | 1.00001        | 41        | 72        |
| 3/5             | 0.3166%                              | 0.000008673        | \$16,861,881,391.07         | 1.00001        | 41        | 72        |
| 3/6             | 0.3166%                              | 0.000008673        | \$16,861,881,391.07         | 1.00001        | 41        | 72        |
| 3/7             | 0.3164%                              | 0.000008669        | \$16,889,245,663.33         | 1.00001        | 39        | 70        |
| 3/8             | 0.3195%                              | 0.000008754        | \$16,921,976,019.57         | 1.00001        | 39        | 70        |
| 3/9             | 0.3219%                              | 0.000008818        | \$16,983,469,059.14         | 1.00001        | 38        | 69        |
| 3/10            | 0.3231%                              | 0.000008853        | \$16,881,170,041.39         | 1.00001        | 38        | 69        |
| 3/11            | 0.3241%                              | 0.000008879        | \$16,768,925,951.54         | 1.00001        | 37        | 69        |
| 3/12            | 0.3241%                              | 0.000008879        | \$16,768,925,951.54         | 1.00001        | 37        | 69        |
| 3/13            | 0.3241%                              | 0.000008879        | \$16,768,925,951.54         | 1.00001        | 37        | 69        |
| 3/14            | 0.3250%                              | 0.000008903        | \$16,649,317,145.51         | 1.00001        | 36        | 67        |
| 3/15            | 0.3245%                              | 0.000008891        | \$16,601,260,710.12         | 1.00001        | 37        | 67        |
| 3/16            | 0.3267%                              | 0.000008951        | \$16,528,549,693.72         | 0.99998        | 37        | 66        |
| 3/17            | 0.3313%                              | 0.000009077        | \$16,472,023,004.65         | 0.99998        | 42        | 71        |
| 3/18            | 0.3324%                              | 0.000009108        | \$16,486,259,659.72         | 0.99999        | 43        | 74        |
| 3/19            | 0.3324%                              | 0.000009108        | \$16,486,259,659.72         | 0.99999        | 43        | 74        |
| 3/20            | 0.3324%                              | 0.000009108        | \$16,486,259,659.72         | 0.99999        | 43        | 74        |
| 3/21            | 0.3327%                              | 0.000009114        | \$16,540,968,491.48         | 1.00001        | 41        | 71        |
| 3/22            | 0.3313%                              | 0.000009076        | \$16,531,932,562.55         | 1.00000        | 42        | 71        |
| 3/23            | 0.3341%                              | 0.000009153        | \$16,485,726,652.43         | 1.00000        | 43        | 74        |
| 3/24            | 0.3360%                              | 0.000009205        | \$16,318,691,490.54         | 1.00001        | 42        | 74        |
| 3/25            | 0.3360%                              | 0.000009205        | \$16,318,691,490.54         | 1.00001        | 42        | 74        |
| 3/26            | 0.3360%                              | 0.000009205        | \$16,318,691,490.54         | 1.00001        | 42        | 74        |
| 3/27            | 0.3360%                              | 0.000009205        | \$16,318,691,490.54         | 1.00001        | 42        | 74        |
| 3/28            | 0.3405%                              | 0.000009330        | \$16,380,189,581.96         | 1.00000        | 41        | 73        |
| 3/29            | 0.3389%                              | 0.000009284        | \$16,387,988,185.02         | 1.00001        | 41        | 73        |
| 3/30            | 0.3466%                              | 0.000009496        | \$16,164,032,551.28         | 1.00003        | 44        | 82        |
| 3/31            | 0.3423%                              | 0.000009377        | \$16,145,100,335.90         | 1.00007        | 44        | 82        |
| <b>Average:</b> | <b>0.3273%</b>                       | <b>0.000008967</b> | <b>\$16,605,945,114.13</b>  | <b>1.00001</b> | <b>40</b> | <b>72</b> |



## TEXPOOL PRIME

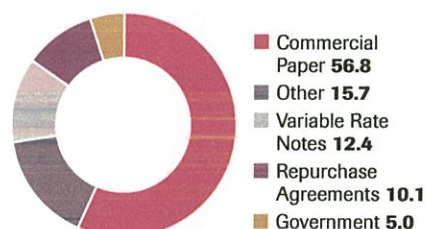
### Portfolio by Maturity (%)

As of March 31, 2016



### Portfolio by Type of Investment (%)

As of March 31, 2016



### Portfolio Asset Summary as of March 31, 2016

|                                      | Book Value                | Market Value              |
|--------------------------------------|---------------------------|---------------------------|
| Uninvested Balance                   | -\$587.41                 | -587.41                   |
| Receivable for Investments Sold      | 0.00                      | 0.00                      |
| Accrual of Interest Income           | 424,887.21                | 424,887.21                |
| Interest and Management Fees Payable | -993,291.26               | -993,291.26               |
| Payable for Investments Purchased    | 0.00                      | 0.00                      |
| Accrued Expenses & Taxes             | -2,860.41                 | -2,860.41                 |
| Repurchase Agreements                | 212,650,000.00            | 212,650,000.00            |
| Commercial Paper                     | 1,322,345,991.86          | 1,322,584,425.61          |
| Bank Instruments                     | 80,074,033.99             | 80,112,480.00             |
| Mutual Fund Investments              | 329,018,802.03            | 329,018,802.03            |
| Government Securities                | 24,993,350.00             | 24,995,925.00             |
| Variable Rate Notes                  | 235,399,972.82            | 235,478,832.00            |
| <b>Total</b>                         | <b>\$2,203,910,298.83</b> | <b>\$2,204,268,612.77</b> |

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

### Participant Summary

|                  | Number of Participants | Balance            |
|------------------|------------------------|--------------------|
| School District  | 85                     | \$1,371,377,096.53 |
| Higher Education | 9                      | \$117,600,608.55   |
| Healthcare       | 10                     | \$32,972,515.04    |
| Utility District | 8                      | \$88,388,394.79    |
| City             | 41                     | \$258,885,053.27   |
| County           | 23                     | \$181,898,145.55   |
| Other            | 23                     | \$152,771,303.63   |





## TEXPOOL *PRIME*

### Daily Summary

| Date            | Money Mkt. Fund<br>Equiv. (SEC Std.) | Dividend<br>Factor | TexPool Prime<br>Invested Balance | NAV            | WAM Days  | WAL Days  |
|-----------------|--------------------------------------|--------------------|-----------------------------------|----------------|-----------|-----------|
| 3/1             | 0.4850%                              | 0.000013289        | \$2,293,855,408.11                | 1.00007        | 36        | 44        |
| 3/2             | 0.4993%                              | 0.000013679        | \$2,297,845,443.75                | 1.00008        | 35        | 44        |
| 3/3             | 0.4931%                              | 0.000013510        | \$2,298,434,160.11                | 1.00008        | 35        | 46        |
| 3/4             | 0.4859%                              | 0.000013311        | \$2,288,616,452.30                | 1.00006        | 37        | 48        |
| 3/5             | 0.4859%                              | 0.000013311        | \$2,288,616,452.30                | 1.00006        | 37        | 48        |
| 3/6             | 0.4859%                              | 0.000013311        | \$2,288,616,452.30                | 1.00006        | 37        | 48        |
| 3/7             | 0.5052%                              | 0.000013840        | \$2,275,337,876.37                | 1.00010        | 36        | 49        |
| 3/8             | 0.4992%                              | 0.000013676        | \$2,281,400,904.92                | 1.00011        | 39        | 51        |
| 3/9             | 0.5029%                              | 0.000013777        | \$2,276,088,923.83                | 1.00011        | 39        | 54        |
| 3/10            | 0.5269%                              | 0.000014435        | \$2,248,472,894.40                | 1.00011        | 42        | 57        |
| 3/11            | 0.5129%                              | 0.000014051        | \$2,290,553,170.15                | 1.00009        | 41        | 56        |
| 3/12            | 0.5129%                              | 0.000014051        | \$2,290,553,170.15                | 1.00009        | 41        | 56        |
| 3/13            | 0.5129%                              | 0.000014051        | \$2,290,553,170.15                | 1.00009        | 41        | 56        |
| 3/14            | 0.5146%                              | 0.000014098        | \$2,290,699,223.85                | 1.00011        | 40        | 55        |
| 3/15            | 0.5119%                              | 0.000014026        | \$2,300,951,696.89                | 1.00011        | 39        | 54        |
| 3/16            | 0.5142%                              | 0.000014089        | \$2,305,518,338.88                | 1.00009        | 40        | 54        |
| 3/17            | 0.5099%                              | 0.000013969        | \$2,320,412,739.10                | 1.00011        | 41        | 55        |
| 3/18            | 0.5187%                              | 0.000014212        | \$2,318,149,474.03                | 1.00010        | 43        | 58        |
| 3/19            | 0.5187%                              | 0.000014212        | \$2,318,149,474.03                | 1.00010        | 43        | 58        |
| 3/20            | 0.5187%                              | 0.000014212        | \$2,318,149,474.03                | 1.00010        | 43        | 58        |
| 3/21            | 0.5243%                              | 0.000014365        | \$2,304,593,798.09                | 1.00013        | 43        | 57        |
| 3/22            | 0.5151%                              | 0.000014113        | \$2,294,738,249.51                | 1.00013        | 43        | 57        |
| 3/23            | 0.5210%                              | 0.000014274        | \$2,288,576,157.43                | 1.00014        | 43        | 57        |
| 3/24            | 0.5307%                              | 0.000014540        | \$2,233,641,572.95                | 1.00012        | 45        | 60        |
| 3/25            | 0.5307%                              | 0.000014540        | \$2,233,641,572.95                | 1.00012        | 45        | 60        |
| 3/26            | 0.5307%                              | 0.000014540        | \$2,233,641,572.95                | 1.00012        | 45        | 60        |
| 3/27            | 0.5307%                              | 0.000014540        | \$2,233,641,572.95                | 1.00012        | 45        | 60        |
| 3/28            | 0.5350%                              | 0.000014658        | \$2,259,169,530.54                | 1.00014        | 42        | 55        |
| 3/29            | 0.5285%                              | 0.000014479        | \$2,244,615,324.17                | 1.00014        | 41        | 55        |
| 3/30            | 0.5264%                              | 0.000014421        | \$2,212,247,162.47                | 1.00015        | 41        | 55        |
| 3/31            | 0.5299%                              | 0.000014519        | \$2,203,910,298.83                | 1.00017        | 40        | 54        |
| <b>Average:</b> | <b>0.5135%</b>                       | <b>0.000014068</b> | <b>\$2,278,173,926.21</b>         | <b>1.00011</b> | <b>41</b> | <b>54</b> |



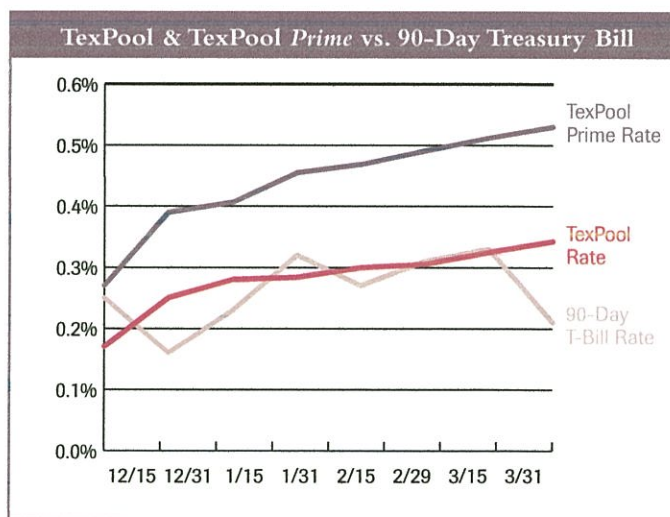


Participant Services  
1001 Texas Ave. 14th Floor  
Houston, TX 77002

in her own dovish speech at the end of the month at the Economic Club of New York. Her words quickly pushed market expectations out at least until September, which is unfortunate because our portfolio management thinks we are on track and the target of June for the next hike is realistic. So far, Yellen has been a consensus builder behind the scenes, but here seemed to be a public rebuke to some members, including St. Louis Fed's James Bullard.

Perhaps the bigger question is why Yellen would be against a hike when she herself has referred to them at this point as normalization, not tightening? In a sense, the offsetting domestic data makes the case for continued normalizing—especially because many headwinds are from external issues such as low oil prices, the strong dollar and slowing in China. Yellen has tried to be a shepherd of the economy so far in her tenure, but this month she turned more to herding.

While the clock is paused on rate hikes, it is ticking loudly toward the implementation of the SEC money market reforms in fall. We've seen action by some fund families to convert prime money market funds into government funds. But direct investors seem to be taking their time to make a decision, choosing to stay where they are and not move to different products despite the impending regulations. Spreads have widened between prime and government instruments, and that may yet prove to convince institutional investors to stay in the prime space in spite of floating NAVs and gates and fees. We will obviously not know until closer to October.



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

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

The Fed drama and the plateauing of the London interbank offered rate (Libor) has led us to keep our weighted average maturities short, with WAM for prime portfolios in a 30–40 day range and government portfolios in a range five days further out. We have been buying more in the 3–6 month area for institutional products, not wanting to take the risk with longer-dated securities.

The City Council of the City of Seabrook met in regular session on Tuesday, March 15, 2016 at 7:00 p.m. in Seabrook City Hall, 1700 First Street, Seabrook, Texas to discuss, consider and if appropriate, take action on the items listed below.

THOSE PRESENT WERE:

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

**1.0 PRESENTATIONS**

**1.1 Proclamation commemorating the 50th Anniversary of the Vietnam War and recognizing and honoring Vietnam Veterans and their families for their service and sacrifice. (Royal)**

Mayor Royal read the proclamation, stating that it is an honor to commemorate the Vietnam War and Seabrook is very honored to have Veterans come to the City and visit the Veteran's Memorial on Main Street. Mayor Royal and the other Councilmembers present took a photograph with the representatives with the Daughters of the American Revolution. Flora Callaway, the Regent of the Sam Houston Chapter of DAR, stated the organization is made up of members who are all direct lineage, traced back to specific individuals, from someone who supported the Revolutionary War. DAR is 2000 women strong across the Nation, with the largest chapter of DAR in the world being the Sam Houston Chapter with approximately 200 members. The Houston area has a total of 30 chapters. DAR chapters work with local communities and the Sam Houston Chapter is delighted to have a memorial service on March 29 at Seabrook's Veteran's Memorial. Vietnam Vets are welcome and encouraged to attend the service on March 29.

**1.2 Presentation of the semi-annual Seabrook Economic Development Corporation report. (SEDC)**

Mr. Paul Dunphey, President, and Paul Chavez, EDC Director, gave the report to Council. Mr. Dunphey referenced the items completed in the last 6 months as well as future items/projects, including the water tank relocation; the “buy local” coupon books, the storefront façade improvement grant; and Celebration Seabrook. Mr. Dunphey stated that Council worked hand in hand with the EDC Board on all of the projects. EDC participated in choosing the Economic Alliance business of the Year, which was Maas Nursery. The Seabrook Neighborhood Empowerment Zone was revised this year to include Old Seabrook to help EDC control and fund activities in the future. EDC has been active in the upset to the Comprehensive Master Plan, which will be and economic development tool to give EDC direction and focus.

Future challenges are vacant properties, unmotivated owners, large parcels of land not shovel ready, and the uncertainty of the 146 project timeline; although the uncertainty is getting to be less and less.

EDC’s job is to incentivize businesses to try to keep them in the City. Old Seabrook has been discussed for a long time and the Board does not have any definite thoughts, but has discussed one way streets, sidewalks, parking to help the existing businesses and encourage new businesses. The EDC’s goals are development of the commercial corridor and Old Seabrook; the study of infrastructure to encourage economic development; promoting sites for commercial network.

Paul Chavez, Director of Economic Development, has been working with the Planning & Zoning Commission and the Council on zoning ordinances, especially with the update of the Comprehensive Master Plan. He has been reviewing relocations for businesses during the 146 expansion, so that partnerships are entered into with the businesses for incentives. He has been working on full development of the Point to ensure future developers are interested.

**2.0 PUBLIC COMMENTS AND ANNOUNCEMENTS**

Mark Caldwell, 2510 DeFour Trace, owner of Stonemarc One, stated that the 9.8 acre parcel that he is trying to rezone was tabled by Council, and he would like to request the item be brought off the table and put on the next Council agenda. Having sat in on the Comprehensive Master Plan review meetings, Mr. Caldwell the north area is being viewed as an area optimal for light industrial/commercial uses due to site visibility and access to Highway 146. However, every property is unique to the uses for which it might be suitable. The 9.8 acre parcel is long and narrow with C2 zoned frontage, but if it remains C2, it will probably remain undeveloped.



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

Councilmember Giangrosso announced several upcoming events, including the Harris County Mayors' and Councils' Association monthly meeting on Thursday, March 17, at 6:30pm in Webster; the Lucky Trails Marathon; the Gulf Coast Community Protection and Recovery District public hearing on March 22; the Easter Egg hunt; 2016 Trash Bash; the concert to raise money for new park benches; the Evelyn Meador Library community clean up; Keels and Wheels; the membership drive for Seabrook Association on March 16 from 5:30-7:00; and the March 29 Vietnam War Commemoration. City offices will be closed on March 25 for Good Friday.

Mayor Royal announced that the GCCPRD, headed by County Judges, has released a report on storm surge protection options which states that a Coastal Spine along and extended out from the Galveston Seawall is option #1 and a levee along State Highway 146 is option #2. The Mayor published a letter regarding the report, the options, and his support of option #1 and opposition to option #2. The post reached 14,367 users and was shared 210 times. The Mayor has received several emails from area Mayors in support of option #1, and today Commissioner Jack Morman sent a letter of support. Citizens can email comments to GCCPRD regarding the storm surge protection options, and the Mayor asked if citizens would please email comments to GCCPRD, if they are unable to attend the public hearing on March 22.

**3.0 SPECIFIC PUBLIC HEARING(S)**

**3.1 Public Hearing on proposed Ordinance 2016-09, "Parking Prohibited on Streets and Private Property." (Landis)**

**AN ORDINANCE AMENDING CHAPTER 90 OF THE CODE OF ORDINANCES OF THE CITY OF SEABROOK, ENTITLED "TRAFFIC AND VEHICLES," ARTICLE III, "STOPPING, STANDING, AND PARKING," DIVISION 1, "GENERALLY," BY REPEALING SECTION 90-65 AND REPLACING IT UNDER THE SAME SECTION NUMBER WITH A NEW TITLE, "PARKING BUSES, TRUCK TRACTORS, TRAILERS, OR OTHER VEHICLES WITH TWO OR MORE AXLES EXCEEDING 14,000 LBS GROSS WEIGHT RATING (GVWR) ON STREETS"; REPEALING SECTION 90-66 AND REPLACING IT UNDER THE SAME SECTION NUMBER WITH A NEW TITLE, "PARKING BUSES, TRUCK TRACTORS, TRAILERS, OR OTHER VEHICLES WITH TWO OR MORE AXLES EXCEEDING 14,000 LBS GROSS WEIGHT RATING (GVWR) ON PRIVATE PROPERTY"; RENUMBERING SUBSEQUENT SECTIONS ACCORDINGLY; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$200, OR THE MAXIMUM AMOUNT PERMITTED BY LAW FOR VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

Mayor Royal opened the public hearing.

Sean Landis, Deputy City Manager, stated that recently, as the City has been patrolled, staff has notice an increase in 18 wheelers and tractor trailers parked in the City. As a result of the increase in the number of 18 wheelers parked in the City, staff is recommending a modification of the ordinance to help control the situation. The proposed modification is to remove Section 90-65 of the Code of Ordinances, which regulates semi-trucks or tractors on any City streets during normal working hours (this controls overnight parking on public streets). Section 90-65 does not address private property. The recommendation is to create a prohibition where semi-trucks or tractors, over 14,000 lbs GVWR, can only stand, stop or park on public streets for no longer than an hour. There is an exception in the modification for making a delivery, picking up or providing a service to a local business. In addition, a new Section 90-66 has been created, which regulates parking on private property, and requires parking for no longer than an hour, unless the semi-truck or tractor is an accessory to the use of the existing business or unless making a delivery, picking up or providing a service. There are no changes to the remaining sections, other than renumbering.

Council asked specific questions regarding clarification of whether a trailer over 14,000 lbs is included in the modifications, and if such a trailer is parked in front of someone's house, would it be in violation. Mr. Landis stated there may be a violation under a different ordinance in the Code. Council asked if recreational vehicles are included in the modifications, as most are over 14,000lbs. Council suggested that 14,000lbs is too small, and would pull in other types of vehicles that are not intended to be covered by the proposed modifications. Mr. Landis stated that RV's and boats are not prohibited on private property, but parking them in the street is a violation, under the current Code. Mr. Landis stated that staff can go back and modify the ordinance to adjust the weight ratings.

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

#### **4.0 CONSENT AGENDA**

##### **4.1 Approve on second and final reading Proposed Ordinance 2016-06, "Issuance of Conditional Use Permit to allow a Hotel without a full service restaurant". (Landis)**

**AN ORDINANCE AMENDING THE CODE OF THE CITY OF SEABROOK, APPENDIX A, COMPREHENSIVE ZONING, ARTICLE 12, "TEMPORARY AND NONTEXT CHANGES," SECTION 12.03, "CONDITIONAL USE PERMITS GRANTED", BY ADDING A NEW PARAGRAPH (22) GRANTING A CONDITIONAL USE PERMIT FOR A "HOTEL (WITHOUT FULL SERVICE RESTAURANT)" TO BE LOCATED AT 2710 NASA PARKWAY, WITHIN THE C-2 (COMMERCIAL - MEDIUM) ZONING DISTRICT AND ESTABLISHING ANY APPLICABLE CONDITIONS FOR THE OPERATION OF THE BUSINESS IN ACCORDANCE WITH LAW; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 FOR VIOLATION OF ANY PROVISIONS HEREOF**

176 BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR  
177 PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH;  
178 AND PROVIDING FOR SEVERABILITY.  
179

- 180 4.2 Approve on second and final reading Ordinance 2016-10, "Altering Speed Limits  
181 Along SH 146 Frontage Red Bluff/Seabrook Circle." (Cook)  
182

183 AN ORDINANCE AMENDING THE CODE OF THE CITY OF SEABROOK,  
184 CHAPTER 90 "TRAFFIC AND VEHICLES" ARTICLE II, "SPEED  
185 RESTRICTIONS", SECTION 90-31 "ENUMERATION OF LIMITS" BY  
186 ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR  
187 VEHICLES UNDER THE PROVISIONS OF SECTION 545.356, TEXAS  
188 TRANSPORTATION CODE, ON BASIS OF AN ENGINEERING AND TRAFFIC  
189 INVESTIGATION, WITHIN THE CORPORATE LIMITS OF THE CITY OF  
190 SEABROOK, ALONG SH 146, FRONTAGE ROAD NORTH AND SOUTH OF  
191 RED BLUFF ROAD, AND SEABROOK CIRCLE, AS SET OUT IN THIS  
192 ORDINANCE; AND PROVIDING FOR A PENALTY OF A FINE NOT TO  
193 EXCEED TWO HUNDRED DOLLARS (\$200.00) FOR VIOLATION OF ANY  
194 PROVISIONS HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL  
195 ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN  
196 CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.  
197

- 198 4.3 Approve Monthly Public Safety Reports for January and February 2016. (Wright)  
199

- 200 4.4 Approve Monthly Building Department Reports for January and February 2016.  
201 (Landis)  
202

- 203 4.5 Approve Quarterly Communications and Marketing Report. (Dearman) The  
204 report is available in the Office of the City Secretary and will be available at the  
205 City Council meeting.  
206

- 207 4.6 Approve an excused absence for O.J. Miller for the March 01, 2016 regular City  
208 Council meeting. (Hicks)  
209

- 210 4.7 Approve the minutes of the February 9, 2016 special joint City Council meeting with  
211 the Open Space and Trails Committee. (Hicks)  
212

- 213 4.8 Approve the minutes of the March 1, 2016 regular City Council meeting. (Hicks)  
214

215 **END OF CONSENT AGENDA**  
216

217 Motion was made by Councilmember Llorente and seconded by Councilmember  
218 Adovasio to approve the Consent Agenda as presented.  
219

220 MOTION CARRIED BY UNANIMOUS CONSENT



221 **5.0 NEW BUSINESS**

222  
223 **5.1 Consider approval on first reading of proposed Ordinance 2016-09, "Parking**  
224 **Prohibited on Streets and Private Property." (Landis)**  
225

226 **AN ORDINANCE AMENDING CHAPTER 90 OF THE CODE OF ORDINANCES**  
227 **OF THE CITY OF SEABROOK, ENTITLED "TRAFFIC AND VEHICLES,"**  
228 **ARTICLE III, "STOPPING, STANDING, AND PARKING," DIVISION 1,**  
229 **"GENERALLY," BY REPEALING SECTION 90-65 AND REPLACING IT**  
230 **UNDER THE SAME SECTION NUMBER WITH A NEW TITLE, "PARKING**  
231 **BUSES, TRUCK TRACTORS, TRAILERS, OR OTHER VEHICLES WITH TWO**  
232 **OR MORE AXLES EXCEEDING 14,000 LBS GROSS WEIGHT RATING**  
233 **(GVWR) ON STREETS"; REPEALING SECTION 90-66 AND REPLACING IT**  
234 **UNDER THE SAME SECTION NUMBER WITH A NEW TITLE, "PARKING**  
235 **BUSES, TRUCK TRACTORS, TRAILERS, OR OTHER VEHICLES WITH TWO**  
236 **OR MORE AXLES EXCEEDING 14,000 LBS GROSS WEIGHT RATING**  
237 **(GVWR) ON PRIVATE PROPERTY"; RENUMBERING SUBSEQUENT**  
238 **SECTIONS ACCORDINGLY; PROVIDING A PENALTY IN AN AMOUNT NOT**  
239 **TO EXCEED \$200, OR THE MAXIMUM AMOUNT PERMITTED BY LAW FOR**  
240 **VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE**  
241 **CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES**  
242 **INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR**  
243 **SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**  
244

245 Motion was made by Councilmember Johnson and seconded by Councilmember Llorente  
246

247 To set this item aside until the next Council meeting, in order for staff to go back and  
248 adjust the weight ratings in the modification.  
249

250 MOTION CARRIED BY UNANIMOUS CONSENT  
251

252 **5.2 Consider approval of a Funding Agreement between the City Council and the**  
253 **Seabrook Economic Development Corporation to provide funding through EDC**  
254 **sales tax revenue, to assist the relocation of the existing municipally owned Public**  
255 **Works facility, in an amount not to exceed \$2,500,000.00. (Cook / Chavez)**  
256

257 Motion was made by Councilmember Johnson and seconded by Councilmember  
258 Giangrosso  
259

260 To approve a Funding Agreement between the City Council and the Seabrook Economic  
261 Development Corporation to provide funding through EDC sales tax revenue, to assist the  
262 relocation of the existing municipally owned Public Works facility, in an amount not to  
263 exceed \$2,500,000.00  
264

265 MOTION CARRIED BY UNANIMOUS CONSENT

5.3 **Consideration and approval on first of two readings of proposed Resolution 2016-02, "EDC Projection Designation Relocation and Improvements for Public Works Facilities" (Cook)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, DESIGNATING THE PAYMENT BY THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION OF DEBT SERVICE FOR CERTIFICATES OF OBLIGATION, NOT TO EXCEED \$2,500,000.00, TO BE ISSUED BY THE CITY OF SEABROOK FOR THE RELOCATION AND IMPROVEMENTS FOR PUBLIC WORKS FACILITIES AS AN AUTHORIZED PROJECT OF THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION.**

Motion was made by Councilmember Llorente and seconded by Councilmember Adovasio

To approve on first of two readings proposed Resolution 2016-02, "EDC Projection Designation Relocation and Improvements for Public Works Facilities".

MOTION CARRIED BY UNANIMOUS CONSENT

Gayle Cook, City Manager, stated that as a result of the 2010 BP oil spill, BP and TransOcean have funds to be awarded. There will be a total of \$4.4 billion awarded, and the amount available to Texas right now is approximately \$308 million. Grantees will not be required to contribute matching funds, and leveraging of funds is encouraged, but not necessary. The scoring criteria consists of the economic benefits; the environmental benefits; comprehensive factors; project logistics; and community engagement. Applications will be taken until April 15, submitted online, and reviewed and scored by TCEQ, the General Land Office, the Texas Parks and Wildlife Department, TXDOT, and the Governor's Office of Economic Development and Tourism. The applications will be put out for public comment for 45 days, then Commissioner Baker will take the public comments and create a project list to be submitted to the U.S. Treasury. If the Treasury accepts the project list, it goes back to Commissioner Baker for final selection. June or July will be the first cut. Between July and the end of 2016, early 2017, the City will be submitting additional information, if the projects are chosen, and then grant agreements will be drafted.

The grant funding is available to entities 25 miles inland. One of the key components is joint ventures, benefitting more than one community or region. The City of Seabrook was targeted by a consulting group who is working with cities in the surrounding area to make application for projects that will benefit the region. This is a 15 year process and applications will roll over from year to year for the entire 15 years. The City will not have to re-apply for any projects that are not yet awarded. The consultant is CVI, out of Houston, and direct and indirect costs can be included in the applications to cover consultant fees. Payments are made through reimbursement. The proposed resolutions 2016-03 through 2016-08 are the proposed projects.

**5.4 Consideration and approval of proposed Resolution 2016-03. (Cook)**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, SUPPORTING ACTION TO PURSUE STATE OF TEXAS AND FEDERAL RESTORE ACT GRANTS FOR PINE GULLY BANK STABILIZATION IMPROVEMENTS TO ELIMINATE CHANNEL SEDIMENTATION THROUGH DREDGING AND OTHER IMPROVEMENTS; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.**

Ms. Cook explained that once the City finished Pine Gully and the jetty, the agreement with the Port of Houston and the Galveston Bay Foundation was to follow through with monitoring. The City is waiting on the monitoring report, but by sight, staff still sees reasons for concern, and some improvement could be completed. This resolution/project is to complete further assessment and study for bank stabilization. If the numbers on report show the original project to be constructed accurately, then this grant application will be revoked. This project would be a joint venture with the City of LaPorte.

Motion was made by Councilmember Llorente and seconded by Councilmember Johnson

To approve proposed Resolution 2016-03.

MOTION CARRIED BY UNANIMOUS CONSENT

**5.5 Consider approval of proposed Resolution 2016-04. (Cook)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, SUPPORTING ACTION TO PURSUE STATE OF TEXAS AND FEDERAL RESTORE ACT GRANTS FOR PINE GULLY BANK JETTY REHABILITATION AND IMPROVEMENT; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.**

Ms. Cook stated this project is the same as the project for Resolution 2016-03, for jetty rehabilitation. Staff sees improvements that might need to be made, but is waiting on the monitoring report. This project is a joint venture with the Galveston Bay Foundation and the Port of Houston.

Motion was made by Councilmember Giangrosso and seconded by Councilmember Llorente

To approve proposed Resolution 2016-04.

MOTION CARRIED BY UNANIMOUS CONSENT



5.6 Consider approval of proposed Resolution 2016-05. (Cook)

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, SUPPORTING ACTION TO WORK WITH HARRIS COUNTY TO PURSUE STATE OF TEXAS AND FEDERAL RESTORE ACT GRANTS FOR THE REPLACEMENT OF PINE GULLY BRIDGE AND CITY OF SEABROOK WATERLINE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.**

Ms. Cook explained this project has been on the CIP list and the cost estimate is \$1.7 Million, which includes engineering the bridge and figuring out how to intertwine the hike and bike trail. This is a joint venture with Harris County and the Flood Control District. It includes boring into the 8" water line that is connected to the bridge now and putting in a 20" line. If the cost estimate changes, the City would submit an addendum to the original application. The County has recently gotten this project approved through their bond program, so this grant would be helping them with their costs.

Motion was made by Councilmember Giangrosso and seconded by Councilmember Adovasio

To approve proposed Resolution 2016-05.

MOTION CARRIED BY UNANIMOUS CONSENT

5.7 Consider approval of proposed Resolution 2016-06. (Cook)

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, SUPPORTING ACTION TO PURSUE STATE OF TEXAS AND FEDERAL RESTORE ACT GRANTS FOR CONSTRUCTION AND OPERATIONS OF A NATURE CENTER AT PINE GULLY PARK AND CAROTHERS COASTAL GARDENS; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.**

Ms. Cook stated this is an educational piece that was discussed year ago, but never came to fruition. An architect did a quick drawing of a proposed Nature Center at Carothers, and with Carothers being well liked by everybody, but underutilized, this is a good project for submission. The Nature Center would include an open air pavilion, a board walk, educational signage, a kayak launch and establishment of new wetlands. This would be a multi-phase project.

Motion was made by Councilmember Llorente and seconded by Councilmember Johnson

To approve proposed Resolution 2016-06.

MOTION CARRIED BY UNANIMOUS CONSENT

5.8 Consider approval of proposed Resolution 2016-07. (Cook)

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, SUPPORTING ACTION TO PURSUE STATE OF TEXAS AND FEDERAL RESTORE ACT GRANTS FOR RELOCATION AND CONSTRUCTION OF THE CITY OF SEABROOK WASTEWATER TREATMENT PLANT INCLUDING A REGIONALIZATION FEASIBILITY STUDY; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.**

Ms. Cook stated this project was put into planning when Ike occurred because large infrastructure is the most vulnerable during disaster events. The cost estimate is \$32 million for 4 phases. The project is for a small plant design, to handle a quarter of a million gallons per day, and construction of cement basins with option for building additional basins. There is room now for this project next to the new Public Works Complex. This is a joint venture with the City of Pasadena and the Port of Houston. Pasadena currently uses some of the capacity from the sewer plant. The Port would like to use gray water for the irrigation for the berms.

Motion was made by Councilmember Llorente and seconded by Councilmember Giangrosso

To approve proposed Resolution 2016-03.

MOTION CARRIED BY UNANIMOUS CONSENT

5.9 Consider approval of proposed Resolution 2016-08. (Cook)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, SUPPORTING ACTION TO PURSUE STATE OF TEXAS AND FEDERAL RESTORE ACT GRANTS FOR A REGIONAL TRAIL IMPROVEMENT PROJECT; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.**

Ms. Cook explained this is a great regional project that came together. All participating entities have little links within the trails systems to connect to Seabrook trails. This would be a great tourism attraction for the entire region. This would complete the goal the Open Space and Trail Committee has had for years.

Motion was made by Councilmember Giangrosso and seconded by Councilmember Johnson

To approve proposed Resolution 2016-08.

MOTION CARRIED BY UNANIMOUS CONSENT

**5.10 Consideration and action on proposed Resolution 2016-09, "Opposing Central Region Alternative Design #2 (CR#2) Storm Surge Suppression Alternative by GCCPRD". (Royal)**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, OPPOSING THE CONCEPT AND ANY ACTION TO PURSUE STORM SUPPRESSION ALTERNATIVE #2 (CR#2) FROM THE FEBRUARY 23, 2016, PHASE 2 REPORT BY THE GULF COAST COMMUNITY PROTECTION AND RECOVERY DISTRICT ("GCCPRD") AND PROVIDING FOR THE DELIVERY OF SUCH RESOLUTION TO GCCPRD, REGIONAL ECONOMIC DEVELOPMENT AGENCIES AND STATE LEGISLATORS THAT REPRESENT THE CITY OF SEABROOK.**

Mayor Royal stated that he is in opposition of building a levee along State Highway 146.

Motion was made by Councilmember Giangrosso and seconded by Councilmember Adovasio

To approve Resolution 2016-09, "Opposing Central Region Alternative Design #2 (CR#2) Storm Surge Suppression Alternative by GCCPRD".

MOTION CARRIED BY UNANIMOUS CONSENT

**5.11 Consideration and approval of proposed Resolution 2016-10, "Supporting Central Region Alternative Design #1 (CR#1) Storm Suppression Alternative by GCCPRD". (Royal)**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, SUPPORTING STORM SUPPRESSION ALTERNATIVE #1 (CR#1) FROM THE FEBRUARY 23, 2016, PHASE 2 REPORT BY THE GULF COAST COMMUNITY PROTECTION AND RECOVERY DISTRICT ("GCCPRD") AND PROVIDING FOR THE DELIVERY OF SUCH RESOLUTION TO GCCPRD, REGIONAL ECONOMIC DEVELOPMENT AGENCIES AND STATE LEGISLATORS THAT REPRESENT THE CITY OF SEABROOK.**

Motion was made by Councilmember Adovasio and seconded by Councilmember Johnson

To approve Resolution 2016-10, "Supporting Central Region Alternative Design #1 (CR#1) Storm Suppression Alternative by GCCPRD".

MOTION CARRIED BY UNANIMOUS CONSENT



**5.12 Consideration and approval of an Economic Development agreement by and between Burkes' Outlet Stores, LLC, and the Seabrook Economic Development Corporation for performance and consideration pursuant to the Seabrook Façade Incentive Program guidelines. Said agreement was approved by the Seabrook Economic Development Corporation on March 10, 2016. (Chavez)**

Paul Chavez, Director of Economic Development, explained Burke's was able to pursue this grant with approval from the owner. Burke's made the application and supplied drawings, a budget, and a letter from the owner. Burke's recently renewed their lease for 10 years. EDC will provide \$40,000, and Burke's will provide well over \$500,000.

Motion was made by Councilmember Johnson and seconded by Councilmember Giangrosso

To approve an Economic Development agreement by and between Burkes' Outlet Stores, LLC, and the Seabrook Economic Development Corporation for performance and consideration pursuant to the Seabrook Façade Incentive Program guidelines, with approval from the Seabrook Economic Development Corporation on March 10, 2016.

MOTION CARRIED BY UNANIMOUS CONSENT

**5.13 Consideration and approval of the purchase of one (1) 2016 Tahoe for the Police Department from Caldwell Country Chevrolet through the HGAC BuyBoard program (Contract No VE11-15) in the amount of \$31,696 and purchase of equipment for vehicle in the amount of \$14,768 for a grand total of \$46,464, and authorizing the City Manager to execute the appropriate documents. This is an unbudgeted item. (Cook)**

Ms. Cook stated this request is not a modification to the current budget, as there should be a surplus in the Police Department budget because of position vacancies, but request for approval of the purchase of the vehicle along with lights, a carrier, striping, inside operation equipment. This is the 2<sup>nd</sup> vehicle replaced this year and there were two replaced last year. For the totaled PD vehicle, the City is pursuing the other driver's insurance company.

Motion was made by Councilmember Adovasio and seconded by Councilmember Johnson

To approve the purchase of one (1) 2016 Tahoe for the Police Department from Caldwell Country Chevrolet through the HGAC BuyBoard program (Contract No VE11-15) in the amount of \$31,696 and purchase of equipment for vehicle in the amount of \$14,768 for a grand total of \$46,464, and authorizing the City Manager to execute the appropriate documents.

MOTION CARRIED BY UNANIMOUS CONSENT

**5.14 Consideration and approval of Supplemental Appropriation 2016-02 to purchase one (1) 2016 Ford F150 4x2 (Contract No 072-A1) in the amount of \$26,777 and purchase of equipment for vehicle in the amount of \$1,872 for a grand total of \$28,649, and authorizing the City Manager to execute the appropriate documents. This is an unbudgeted item. (Cook)**

Ms. Cook stated that one of the Community Development vehicles is in need of \$3000 worth of repairs and the vehicle is not worth \$3000.

Motion was made by Councilmember Johnson and seconded by Councilmember Giangrosso

To approve Supplemental Appropriation 2016-02 to purchase one (1) 2016 Ford F150 4x2 (Contract No 072-A1) in the amount of \$26,777 and purchase of equipment for vehicle in the amount of \$1,872 for a grand total of \$28,649, and authorizing the City Manager to execute the appropriate documents.

MOTION CARRIED BY UNANIMOUS CONSENT

**5.15 Consider approval of an addendum to the contract with Food and Vine Time Productions for production services for Celebration Seabrook event for 2016-17. (Cook)**

The Mayor moved this item up in the agenda, so that the owners of Food and Vine Time Productions did not have to stay for the entire Council meeting.

LeaAnn Dearman, Director of Communications, explained that the final budget from the inaugural event last year far exceeded expectations on sponsors, vendors, and drink ticket sales. The final total cost was only \$11,000, after receiving sponsorships and expenditure of Hotel Occupancy Tax funds.

The new concept for this year's festival includes a Saturday main event; one main music stage, instead of two; increased kids activities; and the addition of a Sunday art oriented/focused, kid friendly event to make it a two day festival.

The ideas for the Sunday event include free admission (to incorporate feedback from the inaugural festival); vendors who cater to children; a pet parade, which is fun and inexpensive to produce, with an entry fee and proceeds going to the Animal Shelter. The participating pets would need to be registered with the City (have their shots), and TML has assured staff that liability insurance for pets would be minimum cost; an interactive art piece, which can be used by the City after the festival or auctioned; and inclusion of the Pelicans in some way, as the selfie stations with the Pelicans were successful at the first festival. The Sunday event might be held at Endeavor to make it a multi-location festival. No alcohol will be served on Sunday. The idea is to be conservative in growth, with Saturday very similar to last year's event, and Sunday bringing a free element for the

community, for families, that is outdoors. Sunday would be inexpensive to produce because the off street tenting from Saturday could be used, for no additional cost, and there is a potential for securing additional sponsors who are interested in a two day festival, which will assist with overall funding. There isn't budget to make every idea come to fruition, but the idea is to bring people to stay in Seabrook for two days for a destination experience. There are not a lot of monetary changes between the 2015 and 2016 budgets. The 2015 budget was \$132,926, and the 2016 budget is \$139,000. Staff will be asking for an additional \$5,000 from HOT funds for advertising, and the Sunday event will be completely covered by HOT funds. Staff is asking for \$12,000 this year out of the general fund.

Gayle Cook, City Manager, explained the consideration for this item is for approval of the addendum to the original agreement with Food and Vine Time Productions to engage their services for the 2016 festival and approval of the preliminary 2016 festival budget. When Council starts looking at the City's 2016/17 budget, there may be discussion of additional funds for individual departments to cover the cost for Public Works and Parks employees assist with getting everything set up for both Saturday and Sunday.

Motion was made by Councilmember Llorente and seconded by Councilmember Adovasio

To approve an addendum to the contract with Food and Vine Time Productions for production services for the Celebration Seabrook event for 2016-17.

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 – Gayle Cook, City Manager, stated there are no new updates from TXDOT at this time. The Economic Development Department has been busy answering questions, and it is anticipated that the volume of calls will increase, as businesses have more contact with TXDOT and the appraisers. The Mayor added that within construction circles, the Hwy 146 expansion project is deemed a high priority TXDOT project.

Strategic Plan – Ms. Cook stated there is no update at this time. Council will have a special workshop session on April 29 to discuss the current plan and whether or not to add new goals.



Projects - Ms. Cook stated that March 31 is the bid opening for the Public Works and Animal Control Complex. Ten companies signed in during the pre-bid meeting. This is a new bid, with a number of alternates, after there were only 3 bidders the first time and all 3 were over budget. The Monroe Splash Pad is almost complete and there will be a grand opening in late April/May. Fencing will be installed around the pad. It will be maintained by staff, will be closed on Mondays for maintenance, and will be open April through September. Staff will not be required to be at the pad when it is opened, as users will be able to push a button to turn it on, and it will automatically turn off/time out after a certain period of time. The hours are 10am to sundown, and staff will lock the gates at sundown.

Tabled item – Councilmember Giangrosso asked that this item be placed on the next City Council agenda.

Motion was made by Councilmember Johnson and seconded by Councilmember Giangrosso

To approve the Action Items Checklist.

MOTION CARRIED BY UNANIMOUS CONSENT

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

Council is on the regular agenda schedule, plus a special meeting on March 29 at 7:00p.m. to receive and accept the City's Audit for Fiscal Year 2014/15.

Upon motion duly made and seconded, Mayor Royal adjourned the meeting at 8:49 p.m.

Approved this 19th day of April, 2016.

---

Glenn Royal  
Mayor

---

Robin Hicks, TRMC  
City Secretary

The City Council of the City of Seabrook met in special session on Tuesday, March 29, 2016 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 GIANROSSO  | COUNCIL PLACE NO. 2 |
| GARY JOHNSON    | MAYOR PRO TEM &     |
|                 | COUNCIL PLACE NO. 3 |
| MELISSA BOTKIN  | COUNCIL PLACE NO. 4 |
| GLENNA ADOVASIO | COUNCIL PLACE NO. 5 |
| O.J. MILLER     | COUNCIL PLACE NO. 6 |
| GAYLE COOK      | CITY MANAGER        |
| ROBIN HICKS     | CITY SECRETARY      |

Mayor Royal called the meeting to order at 7:00 p.m.

**1.0 PRESENTATIONS**

**1.1 Present the audit for FY 2014/15 to the City Council. (Lab/Auditors)**

Stephanie Harris, with the Auditors office, stated that all financials are correct. The City has \$77.7 million in total assets and \$32.5 million in liabilities for an end result of \$46.1 million to the positive. The estimated cost of pension benefits as of 9/30/15 for all employees is \$2.4 million. Unlike other long term liabilities, where there is a reduction each year, pension benefits will continue to exist. A general rule of thumb is, "How well are you funded?" 80% funded is preferred. Seabrook is 91% funded. Most other cities are 80% funded. Private corporations are in the 70% range. The City will continue to make the same payments, as projected by TMRS, to meet plan on a long term basis. There are no surprises for future Councils.

The City collected \$12.2 million in revenue and spent \$13.5 million, including capital outlay. There was a net increase in fund balance of \$9.1 million for the year, with a CIP debt issuance of \$7.2 million, and a General Fund balance of \$1.1 million. There was an increase of transfers from the utility fund. The average ration of property tax to sales tax is all over the map, with sales tax being more volatile. Because city to city comparison results are so different, audits primarily look at fund balance.

Sales tax dollars were up over Fiscal Year 2014: \$2.7 million in 2015, \$2.5 million in 2014. Gayle Cook, City Manager, stated that the drop in sales tax revenue from the Highway 146 project will be about \$600,000. The Mayor pointed out that the Towers, Gulf Winds, Chesapeake Bay, and two hotels will be on the tax rolls in 2016, and the inventory tax will be online for the first time.

There is an \$18.6 million fund balance. \$6.1 million of that total in the General Fund and an unassigned fund balance of \$5.1 million. \$21,000 has been assigned for civil service sick leave. \$108,000 is in the Stabilization Fund. The unassigned balance represents 56% of 2015 annual operating expenses. Seabrook prefers reserves of 35%. Seabrook is putting away money for the results of the Highway 146 expansion. The city is in extraordinary shape.

Council concurred that the Director and Assistant Director of Finance, Pam Lab and Michael Gibbs are doing an outstanding job.

## **2.0 PUBLIC COMMENTS AND ANNOUNCEMENTS**

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

Councilor Giangrosso announced several upcoming events, including the Trash Bash; the Musical Benches concert; the Library Community Clean Up; Keels and Wheels; and the EDC yacht party April 22.

## **3.0 CONSENT AGENDA**

### **3.1 Accept Audit and Comprehensive Annual Financial Report (CAFR) for FY 14-15. (Lab)**

Motion was made by Councilmember Botkin and seconded by Councilmember Giangrosso

To accept the Audit and Comprehensive Annual Financial Report (CAFR) for FY 14-15.

**MOTION CARRIED BY UNANIMOUS CONSENT**

Upon motion duly made and seconded, Mayor Royal adjourned the meeting at 7:20p.m.

Approved this 19th day of April, 2016.

---

Glenn Royal  
Mayor

---

Robin Hicks, TRMC  
City Secretary





# *CITY OF SEABROOK*

## AGENDA BRIEFING

### **Date of Meeting:**

**Submitter/Requestor:** Cook

**Date Submitted:** 4/6/2016

**Presenter:** Cook

**Description/Subject:**

### **Purpose of the Resolution:**

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

### **Explanation of "Be It Resolved" Paragraphs:**

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

**Applicant:** N/A

**Legal Description:** N/A

**Request:**

**Purpose/Need:** Policy Issue \_\_\_\_\_ Administrative Issue ☒ \_\_\_\_\_

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

The City, along with approximately 25 other cities served by CenterPoint Energy Houston Electric, LLC (“CenterPoint” or “Company”) is a member of the Gulf Coast Coalition of Cities (“GCCC”). The coalition has been in existence since the early 1990s. GCCC has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for over 20 years.

On April 4, 2016, CenterPoint filed an Application for Approval to Amend its Distribution Cost Recovery Factor (“DCRF”) Pursuant to 16 Tex. Admin. Code § 25.243 and to Reconcile Docket No. 44572 Revenues to Increase Distribution Rates with each of the cities in their service area. In the filing, the Company asserts that it is seeking an increase in distribution revenues of \$49,351,913 for the period of September 1, 2016 to August 31, 2017, and increasing to \$60,596,164 thereafter.

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

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

**Recommended Action:**

**Motion to approve Resolution as written.**

**Attachments:**

**Resolution 2016-12**

**Fiscal Impact:** Budgeted ☐ Yes ☒ No  
Budget Amendment Required ☐ Yes ☒ No  
Future/Ongoing Impact ☒ Yes ☐ No

Finance Officer Review: Yes

Budget Dept/Line Item Number Various

**Funding Comments:**

**Where on the agenda should this item be placed?**

(i.e. Public Hearing, New Business, Old Business, Consent Agenda, Executive Session, etc.)

Consent Agenda

**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.**

**Suggested Motion:**

Motion to approve Resolution No 2016-12, to deny Centerpoint Energy Electric LLC's application for approval to amend its distribution cost recovery factor

**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.**



**CITY OF SEABROOK  
RESOLUTION NO. 2016-12**

**A RESOLUTION OF THE CITY OF SEABROOK, TEXAS  
FINDING THAT CENTERPOINT ENERGY HOUSTON  
ELECTRIC, LLC'S APPLICATION FOR APPROVAL TO  
AMEND ITS DISTRIBUTION COST RECOVERY FACTOR  
PURSUANT TO 16 TEX. ADMIN. CODE § 25.243 AND TO  
RECONCILE DOCKET NO. 44572 REVENUES TO  
INCREASE DISTRIBUTION RATES WITHIN THE CITY  
SHOULD BE DENIED; FINDING THAT THE CITY'S  
REASONABLE RATE CASE EXPENSES SHALL BE  
REIMBURSED BY THE COMPANY; FINDING THAT THE  
MEETING AT WHICH THIS RESOLUTION IS PASSED IS  
OPEN TO THE PUBLIC AS REQUIRED BY LAW;  
REQUIRING NOTICE OF THIS RESOLUTION TO THE  
COMPANY AND LEGAL COUNSEL.**

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

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

WHEREAS, on or about April 4, 2016 CenterPoint filed with the City an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF") Pursuant to 16 Tex. Admin. Code § 25.243 and to Reconcile Docket No. 44572 Revenues seeking to increase electric distribution rates by \$49,351,913 for the period of September 1, 2016 to August 31, 2017, and increasing to \$60,596,164 thereafter; and

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED this 19<sup>TH</sup> day of April, 2016.

---

Glenn Royal, Mayor

ATTEST:

---

Robin Hicks, TRMC  
City Secretary

APPROVED AS TO FORM:

---

Steve Weathered  
City Attorney

# 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                                      |                 |
|    |              |               |                  |                       |                          |                             |                      |                    |                                                                       |                 |



# April 2016

| Sun                    | Mon | Tue                                             | Wed | Thu                                  | Fri | Sat                                         |
|------------------------|-----|-------------------------------------------------|-----|--------------------------------------|-----|---------------------------------------------|
|                        |     |                                                 |     |                                      | 1   | 2                                           |
| 3                      | 4   | 5<br>Regular City<br>Council Meeting<br>7:00pm  | 6   | 7                                    | 8   | 9                                           |
| 10                     | 11  | 12                                              | 13  | 14<br>EDC 7:00pm                     | 15  | 16                                          |
| 17                     | 18  | 19<br>Regular City<br>Council Meeting<br>7:00pm | 20  | 21<br>PZ 7:00pm                      | 22  | 23<br>Keels and Wheels                      |
| 24<br>Keels and Wheels | 25  | 26                                              | 27  | 28<br>CERT Shelter<br>Disaster Drill | 29  | 30<br>Monroe<br>Splash Pad<br>Grand Opening |

# May 2016

| Sun                             | Mon                                                      | Tue                                                             | Wed       | Thu                                                       | Fri       | Sat                                |
|---------------------------------|----------------------------------------------------------|-----------------------------------------------------------------|-----------|-----------------------------------------------------------|-----------|------------------------------------|
| <i>1</i>                        | <i>2</i>                                                 | <i>3</i><br><b>Regular City<br/>Council Meeting<br/>7:00pm</b>  | <i>4</i>  | <i>5</i><br><b>Open Space &amp;<br/>Trails<br/>5:00pm</b> | <i>6</i>  | <i>7</i><br><b>SVFD Open House</b> |
| <i>8</i><br><b>Mother's Day</b> | <i>9</i>                                                 | <i>10</i>                                                       | <i>11</i> | <i>12</i><br><b>EDC 7:00pm</b>                            | <i>13</i> | <i>14</i>                          |
| <i>15</i>                       | <i>16</i>                                                | <i>17</i><br><b>Regular City<br/>Council Meeting<br/>7:00pm</b> | <i>18</i> | <i>19</i><br><b>P&amp;Z 7:00pm</b>                        | <i>20</i> | <i>21</i>                          |
| <i>22</i>                       | <i>23</i>                                                | <i>24</i>                                                       | <i>25</i> | <i>26</i>                                                 | <i>27</i> | <i>28</i>                          |
| <i>29</i>                       | <i>30</i><br><b>Memorial Day<br/>City offices closed</b> | <i>31</i>                                                       |           |                                                           |           |                                    |