



**SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
TUESDAY, SEPTEMBER 20, 2016 - 7:00 PM**

NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **TUESDAY SEPTEMBER 20, 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. EDC Semi-Annual Report

Presentation of the semi-annual Seabrook Economic Development Corporation report. (Chavez)

2. PUBLIC COMMENTS AND ANNOUNCEMENTS

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

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

3. SPECIFIC PUBLIC HEARINGS

3.1. Public Hearing EDC 2016/17 Budget

Present the FY 2016/17 Seabrook Economic Development Corporation Budget. (Chavez)

Documents:

3.2. Public Hearing CCD 2016/17 Budget

Present the FY 2016/17 Crime Control & Prevention District Budget. (Wright)

Documents:

[Ord 2016-23 CCD.pdf](#)

3.3. Public Hearing General, Enterprise, and Special Funds 2016/17 Budget

Present the General, Enterprise, and Special Funds Budgets for FY 2016/17. (Cook)

Documents:

[Ord 2016-24 Operating.pdf](#)

3.4. Public Hearing on proposed Chesapeake Bay Senior Living Community PUD

Conduct a Public Hearing on submittal of Preliminary Plan by Chesapeake Bay for modification of Planned Unit Development (approved by Ordinance 2015-11), located immediately East of Repsdorph Road and South of Brummerhop Park by creating a Phase II, III, and IV, limiting all commercial uses to be located within Phase III to those permissible within C-1 (Light-Commercial District) with the exception that Restaurants shall be a Use by Right and not require a Conditional Use Permit. (Landis)

Documents:

[Chesapeake Agenda Briefing.pdf](#)

[PZ report Chesapeake.pdf](#)

[PUD document.pdf](#)

4. BID AWARDS

4.1. Bid Award Project 2016-11

Consider and take all appropriate action on a Bid Award for Project 2016-11, Relocation of the Water Plant. (Chairez)

Documents:

[Agenda Briefing Form Bid Project 2016-11.pdf](#)

[Bid Project 2016-11 Award Recommendation 9-12-16.pdf](#)

5. CONSENT AGENDA

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

5.1. Resolution 2016-15 EDC Project Hampton Inn

Approve on second of two readings proposed Resolution 2016-15, "EDC Project Designation for Seabrook Hospitality, LP (Hampton Inn) and Authorization for Business Development Grant for Reconstruction of Hotel." (Chavez)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, AUTHORIZING A PROJECT OF THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION, TO PROVIDE BUSINESS INCENTIVES TO SEABROOK HOSPITALITY, LP, DOING BUSINESS AS THE HAMPTON INN, IN AN AMOUNT NOT TO EXCEED \$40,000 FOR HOTEL CONSTRUCTION IMPROVEMENTS, PURSUANT TO THE TERMS AND CONDITIONS OF THE "ECONOMIC DEVELOPMENT AGREEMENT", ATTACHED HERETO.

Documents:

[Resolution 2016-15 Hampton.pdf](#)

5.2. Investment Policy

Approve proposed Resolution 2016-18, "Adoption of the City's Investment Policy." (Gibbs)

Documents:

[Resolution 2016-18.pdf](#)

5.3. CLEMC Monthly Report

Approve the Clear Lake Emergency Medical Corps (CLEMC) monthly report for August 2016. (Hunter)

Documents:

[CLEMC Aug 2016.pdf](#)

5.4. Fire Department Monthly Report

Approve the Seabrook Volunteer Fire Department (SVFD) monthly report for August 2016. (Gutaker)

Documents:

[SVFD Aug 2016.pdf](#)

5.5. Police Department Monthly Report

Approve the Seabrook Police Department monthly report for August 2016. (Wright)

Documents:

[PD Aug 2016.pdf](#)

5.6. Building Department Monthly Report

Approve the Seabrook Building Department monthly report for August 2016. (Landis)

Documents:

[Bldg Aug 2016.pdf](#)

5.7. Special Event Houston Happy Hikers

Approve a special event permit and waiver of permit fees for the Houston Happy Hikers 5K and 10K Walks on Saturday, November 12, 2016, from 8:30 am until 3:00pm at Miramar Park. All supporting documentation, including a request for a waiver of the fees, has been submitted. (Hicks)

Documents:

[Happy Hikers Special Event Application.pdf](#)

5.8. Excused Absence

Approve an excused absence for Robert Llorente and Mike Giangrosso for the September 6, 2016 regular City Council meeting. (Hicks)

6. NEW BUSINESS

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

6.1. Ordinance 2016-22 EDC Budget

Consider and take all appropriate action on first and final reading of proposed Ordinance 2016-22, "Seabrook Economic Development Corporation (EDC) Budget for FY 2016/17." (Chavez)

AN ORDINANCE APPROVING AND ADOPTING THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2016 AND ENDING ON SEPTEMBER 30, 2017 FOR THE CITY OF SEABROOK; APPROPRIATING FUNDS; AND NOTING A PUBLIC HEARING WAS HELD BY THE SEABROOK CITY COUNCIL ON SEPTEMBER 20, 2016.

Documents:

[Ord 2016-22 EDC.pdf](#)

6.2. Ordinance 2016-23 CCD Budget

Consider and take all appropriate action on first and final reading of proposed Ordinance 2016-23, "Seabrook Crime Control & Prevention District (CCD) Budget for FY 2016/17, as approved by the District's Board of Directors." (Wright)

AN ORDINANCE APPROVING AND ADOPTING THE SEABROOK CRIME CONTROL AND PREVENTION DISTRICT BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2016 AND ENDING ON SEPTEMBER 30, 2017 FOR THE CITY OF SEABROOK; APPROPRIATING FUNDS; AND NOTING A PUBLIC HEARING WAS HELD BY THE SEABROOK CITY COUNCIL ON SEPTEMBER 20, 2016.

Documents:

[Ord 2016-23 CCD.pdf](#)

6.3. Ordinance 2016-24 City Budget

Consider and take all appropriate action, by required record vote, on first and final reading of proposed Ordinance 2016-24, "Budget Ordinance for FY 2016/17". (Cook/Gibbs)

AN ORDINANCE APPROVING AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2016 AND ENDING ON SEPTEMBER 30, 2017 FOR THE CITY OF SEABROOK; APPROPRIATING FUNDS; AND NOTING A PUBLIC HEARING WAS HELD BY THE SEABROOK CITY COUNCIL ON SEPTEMBER 20, 2016 IN ACCORDANCE WITH THE CITY'S CHARTER AND WITH STATE LAW.

Documents:

[Ord 2016-24 Operating.pdf](#)

6.4. Ordinance 2016-25 Tax Ordinance

Consider and take all appropriate action on first and final reading of Ordinance 2016-25, "Tax Ordinance". (Gibbs)

Four separate motions are required: 1) to approve a tax rate of \$0.394574 cents per \$100.00 valuation of assessed property for operations and maintenance; 2) to approve a tax rate of \$0.170603 cents per \$100.00 valuation of assessed property for the

interest and sinking fund; 3) to approve the property tax rate of \$0.565177 cents per \$100.00 valuation which is equal to the effective tax rate; and 4) to approve proposed Ordinance 2016-25, "Tax Ordinance" on first and final reading with the reading of the caption serving as the reading of the ordinance and requiring a record vote. (Cook)

AN ORDINANCE FIXING AND LEVYING MUNICIPAL AD VALOREM TAXES FOR THE CITY OF SEABROOK, TEXAS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017 AND DIRECTING THE ASSESSMENT AND COLLECTION THEREOF.

Documents:

[Ord 2016-25 Tax Ordinance.pdf](#)

- 6.5. Resolution 2016-17 Water and Wastewater Utility Rates
Consider and take appropriate action on proposed Resolution 2016-17, "Updating Water and Wastewater Utility Rates." (Gibbs)

A RESOLUTION UPDATING WATER AND WASTEWATER UTILITY RATES AND DEPOSITS EFFECTIVE WITH THE OCTOBER 15 - NOVEMBER 15 BILLING CYCLE FOR THE CITY OF SEABROOK. THIS RESOLUTION REPLACES RESOLUTION 2015-30 WHICH WAS APPROVED ON OCTOBER 20, 2015.

Documents:

[Resolution 2016-17 water rates.pdf](#)

- 6.6. Chesapeake Bay Senior Living Community Request to Amend PUD
Consider and take all appropriate action on submittal of Preliminary Plan by Chesapeake Bay for modification of Planned Unit Development (approved by Ordinance 2015-11), located immediately east of Repsdorph Road and South of Brummerhop Park by creating a Phase II, III, and IV, limiting all commercial uses to be located within Phase III to those permissible within C-1 (Light-Commercial District) with the exception that Restaurants shall be a Use by Right and not require a Conditional Use Permit. (Landis)

Documents:

[Chesapeake Agenda Briefing.pdf](#)
[PZ report Chesapeake.pdf](#)
[PUD document.pdf](#)

- 6.7. BAHCVB Agreement
Consider and take all appropriate action on the Bay Area Houston Convention and Visitors Bureau ("BAHCVB") Agreement in an amount equal to 15% of the City's Hotel Occupancy Tax (HOT) revenues for a period beginning October 1, 2016 to September 30, 2019, with the right to terminate after one (1) year. (Cook)

Documents:

[CVB Contract 2016.pdf](#)

7. ROUTINE BUSINESS

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

7.1. Reports

Reports and announcements concerning items of community interest.
No discussion or action will be taken by Council.

Council Liaisons:

- a. Bay Area Houston Convention & Visitors Bureau
- b. Bay Area Houston Economic Partnership
- c. Bay Area Transportation Partnership
- d. Clear Lake Emergency Medical Corps
- e. Economic Alliance, Port Region
- f. Galveston Bay Foundation
- g. Hotel Tax Liaison Committee
- h. Houston-Galveston Area Council

7.2. Approve the Action Items Checklist which is attached and made a part of this Agenda.

Documents:

[072916 action items checklist.pdf](#)

7.3. Establish future meeting dates and agenda items

Documents:

[Sept calendar.pdf](#)

[Oct calendar.pdf](#)

8. EXECUTIVE SESSION

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

8.1. Section 551.071

Pursuant to Section 551.071, Texas Government Code, consult with attorney to receive legal advice regarding Code of Ordinances, Appendix A, "Comprehensive Zoning", Section 4.10, "Planned Unit Developments". (Cook)

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

I certify that this notice was posted on the bulletin board on or before Friday, September 16, 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
ORDINANCE NO. 2016-22
EDC BUDGET ORDINANCE
FY 2016/17**

AN ORDINANCE APPROVING AND ADOPTING THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2016 AND ENDING ON SEPTEMBER 30, 2017 FOR THE CITY OF SEABROOK; APPROPRIATING FUNDS; AND NOTING A PUBLIC HEARING WAS HELD BY THE SEABROOK CITY COUNCIL ON SEPTEMBER 20, 2016.

WHEREAS, On **September 8, 2016** the Board of Directors for the Seabrook Economic Development Corporation approved a proposed budget for the Seabrook Economic Development Corporation for the fiscal year commencing October 1, **2016**, and

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

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

THAT, the figures in the amount of **\$1,467,321.00** for the Seabrook Economic Development Corporation Budget, prepared and submitted by the Seabrook Economic Development Corporation be the same and are hereby, in all things, approved, appropriated and amended. Copies of the **2016/17** Economic Development Corporation Budget Revenue and Expense Summaries, identified as Exhibit A, are hereby attached and made a part of this Ordinance.

AND IT IS SO ORDERED.

PASSED, APPROVED, AND ADOPTED ON FIRST AND FINAL READING THIS THE 20TH DAY OF SEPTEMBER, 2016.

GLENN ROYAL, MAYOR

ATTEST:

ROBIN HICKS, TRMC
CITY SECRETARY

SEABROOK ECONOMIC DEVELOPMENT CORPORATION
2016-17 BUDGET SUMMARY

| | |
|---|-----------|
| ESTIMATED BEG. FUND BAL (UNRESERVED) | 3,240,929 |
| REVENUES | |
| TAXES | 835,619 |
| OTHER REVENUE | 0 |
| INTEREST | 3,217 |
| TOTAL REVENUES | 838,836 |
| TOTAL FUNDS | 4,079,765 |
| EXPENDITURES | |
| OFFICE SUPPLIES | 100 |
| ADVERTISING <i>(no more than 10% of total revenues)</i> | 82,000 |
| DUES & SUBSCRIPTIONS | 1,485 |
| SERVICES | 2,430 |
| TRAIL MAINTENANCE | 30,000 |
| ENGINEERING / GIS | 40,000 |
| LEGAL | 36,000 |
| CONSULTING | 52,806 |
| TRAINING & CONFERENCE | 21,000 |
| MISCELLANEOUS | 1,500 |
| ECONOMIC DEVELOPMENT PROJECTS | 250,000 |
| ECONOMIC DEVELOPMENT INCENTIVE PROGRAM | 750,000 |
| ADMINISTRATIVE SERVICES AGREEMENT | 200,000 |
| TOTAL EXPENDITURES | 1,467,321 |
| NET REVENUE | -628,485 |
| ESTIMATED ENDING FUND BALANCE | 2,612,444 |
| PLUS: RESERVED FUND BALANCE | 180,000 |
| TOTAL FUND BALANCE | 2,792,444 |

**CITY OF SEABROOK
ORDINANCE NO. 2016-23
CRIME CONTROL AND PREVENTION DISTRICT BUDGET ORDINANCE
FY 2016/17**

AN ORDINANCE APPROVING AND ADOPTING THE SEABROOK CRIME CONTROL AND PREVENTION DISTRICT BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2016 AND ENDING ON SEPTEMBER 30, 2017 FOR THE CITY OF SEABROOK; APPROPRIATING FUNDS; AND NOTING A PUBLIC HEARING WAS HELD BY THE SEABROOK CITY COUNCIL ON SEPTEMBER 20, 2016.

WHEREAS, the Board of Directors for the Crime Control and Prevention District established procedures for approving its budget and held its required public hearing on **September 20, 2016**; and

WHEREAS, the Board approved a proposed budget for the fiscal year commencing October 1, **2016** on **September 20, 2016**; and

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

WHEREAS, the City Council held a public hearing on the budget on **September 20, 2016** prior to approving the District's budget; now, therefore

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

THAT, a budget in the amount of **\$1,403,011.00** for the Crime Control and Prevention District Budget, prepared and submitted by the Board of Directors of the District is, in all things, approved, appropriated and amended. A copy of the **2016/17** Budget Revenue and Expense Summary, identified as Exhibit A, is hereby attached and made a part of this Ordinance.

AND IT IS SO ORDERED.

PASSED, APPROVED, AND ADOPTED ON FIRST AND FINAL READING THIS THE 20TH DAY OF SEPTEMBER 2016.

GLENN ROYAL, MAYOR

ATTEST:

ROBIN HICKS, TRMC
CITY SECRETARY

SEABROOK CRIME CONTROL AND PREVENTION DISTRICT
2011-12 BUDGET SUMMARY

| | |
|-----------------------|----------------|
| EST BEG BAL | 1,181,799 |
| REVENUES | |
| TAXES | 799,216 |
| INTEREST | 1,182 |
| TOTAL REVENUES | 800,398 |
| TOTAL FUNDS | 1,982,197 |
| EXPENDITURES | |
| PERSONNEL | 500,674 |
| SUPPLIES | 15,000 |
| SERVICES | 55,000 |
| TRANSF TO OTHER FUNDS | 832,337 |
| TOTAL EXPENDITURES | 1,403,011 |
| NET REVENUE | (602,614) |
| END BALANCE | 579,185 |

**CITY OF SEABROOK
ORDINANCE NO. 2016-24
BUDGET ORDINANCE FY 2016/17**

AN ORDINANCE APPROVING AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, **2016** AND ENDING ON SEPTEMBER 30, **2017** FOR THE CITY OF SEABROOK; APPROPRIATING FUNDS; AND NOTING A PUBLIC HEARING WAS HELD ON **SEPTEMBER 20, 2016** IN ACCORDANCE WITH THE CITY'S CHARTER AND WITH STATE LAW.

WHEREAS, the City Manager on **July 11, 2016**, filed a proposed budget with the Council for the fiscal year commencing October 1, **2016**, as required by the Charter of Seabrook; and,

WHEREAS, said proposed budget, as revised by the City Council, was duly set for a public hearing ordered to be called by the City Council and held on **September 20, 2016** after due notice as required by the Charter of the City of Seabrook and laws of the State of Texas; now, therefore,

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

THAT, the figures in the amount of **\$19,634,520.00** for the General Fund, Enterprise Fund, and Debt Service Fund, and **\$10,823,038.00** for the Special Budgets (does not include the EDC or Crime Control District Budgets), prepared and submitted by the City Manager and revised by the City Council of the **2016/17** Budget, be and the same are hereby, in all things, approved, appropriated and amended. Copies of the **2016/17** Budget Revenue and Expense Summaries, identified as Exhibit A, are hereby attached and made a part of this Ordinance.

AND IT IS SO ORDERED.

PASSED, APPROVED, AND ADOPTED ON FIRST AND FINAL READING THIS THE 20TH DAY OF SEPTEMBER 2016.

GLENN ROYAL, MAYOR

ATTEST:

ROBIN HICKS, TRMC
CITY SECRETARY

**CITY OF SEABROOK
2016-17 BUDGET
COMBINED FUND SUMMARY**

| | OPERATING & DEBT | | |
|--------------------------------|-----------------------------|--------------------------------|--------------------------------|
| | 01 GENERAL | 20 ENTER- PRISE | 08 DEBT SERVICE |
| EST BEG BAL-UNRESERVED | 6,691,690 | 1,905,714 | 1,803,622 |
| REVENUES | | | |
| TAXES | 7,090,491 | 260,013 | 2,000,082 |
| INTERGOVERNMENTAL SERVICES | 382,184 | 0 | 0 |
| OTHER | 734,600 | 6,994,655 | 0 |
| INTEREST | 46,800 | 162,405 | 0 |
| LOAN/BOND/GRANT PROCEEDS | 21,622 | 5,717 | 902 |
| TRANSF FRM OTHER FUND | 0 | 0 | 0 |
| USE OF PRIOR YR FUND BALANCE | 1,974,820 | 198,250 | 0 |
| TOTAL REVENUES | 0 | 0 | 0 |
| TOTAL RESOURCES FOR OPERATIONS | 10,250,517 | 7,621,040 | 2,000,983 |
| | 17,660,106 | 9,526,754 | 3,804,605 |
| EXPENDITURES | | | |
| PERSONNEL | 7,073,327 | 1,223,759 | 0 |
| SUPPLIES | 299,850 | 70,900 | 0 |
| SERVICES | 2,617,012 | 3,187,547 | 3,250 |
| CAPITAL OUTLAY | 260,013 | 0 | 0 |
| CONSTRUCTION | 0 | 360,000 | 0 |
| PAYMENTS FOR DEBT SERVICE | 0 | 618,460 | 1,983,082 |
| TRANSF TO OTHER FUNDS | 0 | 1,767,320 | 0 |
| APPR. FUTURE PROJECTS | 0 | 170,000 | 0 |
| TOTAL EXPENDITURES | 10,250,202 | 7,397,986 | 1,986,332 |
| NET REVENUE | 314 | 223,054 | 14,652 |
| END BALANCE-UNRESERVED | 6,692,005 | 2,128,768 | 1,818,273 |
| RESERVED FUND BALANCE | <u>0</u> | <u>0</u> | <u>0</u> |
| TOTAL FUNDS | 6,692,005 | 2,128,768 | 1,818,273 |
| CHANGE IN FUND BALANCE | 314 | 223,054 | 14,652 |

**CITY OF SEABROOK
2016-17 BUDGET
COMBINED FUND SUMMARY**

| | SPECIAL REVENUE FUNDS | | | | | | | |
|---------------------------------------|---------------------------------|--------------------------------|--------------------------------|-----------------------------------|--------------------|---------------------------------|-------------------------------|----------------------|
| | 05 STATE SEIZURE | 06 LAW ENF EDUC | 07 CHILD SAFETY | 09 FEDERAL SEIZURE | 12 STEP | 14 PUBLIC SAFETY | 15 HOTEL MOTEL | 41 CAROTH |
| EST BEG BAL-UNRESERVED | 97,394 | 2,155 | 36,488 | 14,925 | 47,646 | 229,478 | 1,543,435 | 52,975 |
| REVENUES | | | | | | | | |
| TAXES | 0 | 0 | 0 | 0 | 0 | 0 | 465,000 | 0 |
| INTERGOVERNMENTAL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SERVICES | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| OTHER | 175 | 0 | 15,500 | 0 | 15,000 | 100,000 | 100,954 | 25,000 |
| INTEREST | 25 | 0 | 65 | 0 | 15 | 720 | 2,958 | 0 |
| LOAN/BOND/GRANT PROCEEDS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TRANSF FRM OTHER FUNDS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| USE OF PRIOR YR FUND BALANCE | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL REVENUES | 200 | 0 | 15,565 | 0 | 15,015 | 100,720 | 568,912 | 25,000 |
| TOTAL RESOURCES FOR OPERATIONS | 97,594 | 2,155 | 52,053 | 14,925 | 62,661 | 330,198 | 2,112,347 | 77,975 |
| EXPENDITURES | | | | | | | | |
| PERSONNEL | 0 | 0 | 0 | 0 | 8,702 | 0 | 106,941 | 0 |
| SUPPLIES | 0 | 0 | 0 | 0 | 0 | 30,500 | 1,000 | 2,900 |
| SERVICES | 0 | 2,155 | 40,000 | 0 | 0 | 0 | 356,890 | 37,680 |
| CAPITAL OUTLAY | 70,000 | 0 | 0 | 14,925 | 50,000 | 58,000 | 0 | 0 |
| CONSTRUCTION | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| PAYMENTS FOR DEBT SERVICE | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TRANSF TO OTHER FUNDS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| APPR. FUTURE PROJECTS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL EXPENDITURES | 70,000 | 2,155 | 40,000 | 14,925 | 58,702 | 88,500 | 464,831 | 40,580 |
| NET REVENUE | (69,800) | (2,155) | (24,435) | (14,925) | (43,687) | 12,220 | 1,647,516 | (15,580) |
| END BALANCE-UNRESERVED | 27,594 | (0) | 12,053 | (0) | 3,960 | 241,698 | 104,081 | 37,395 |
| RESERVED FUND BALANCE | 0 | 0 | 0 | 0 | 0 | 0 | 359,176 | 0 |
| TOTAL FUNDS | 27,594 | (0) | 12,053 | (0) | 3,960 | 241,698 | 2,006,692 | 37,395 |
| CHANGE IN FUND BALANCE | (69,800) | (2,155) | (24,435) | (14,925) | (43,687) | 12,220 | 463,257 | (15,580) |

**CITY OF SEABROOK
2016-17 BUDGET
COMBINED FUND SUMMARY**

| | SPECIAL REVENUE FUNDS | | | | | | | |
|---------------------------------------|--------------------------------|----------------------------------|--------------------------------|--------------------------------|---------------------------|-------------------|---------------------------------|-------------------------------|
| | 42 PARK IMPROVE | 77 COURT SECURITY | 78 TIME PAYMENT | 79 TECH- NOLOGY | 81 PS VERF | 83 PEG | 85 BUDGET STABIL | 86 RATE STABIL |
| EST BEG BAL-UNRESERVED | 83,573 | 30,208 | 21,789 | 30,939 | 0 | 105,977 | 803,976 | 35,000 |
| | REVENUES | | | | | | | |
| TAXES | 0 | 0 | 0 | 0 | 0 | 34,000 | 0 | |
| INTERGOVERNMENTAL SERVICES | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| OTHER | 3,500 | 7,500 | 850 | 9,500 | 0 | 0 | 0 | |
| INTEREST | 20 | 60 | 48 | 13 | 2,000 | 300 | 2,411 | 105 |
| LOAN/BOND/GRANT PROCEEDS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| TRANSF FRM OTHER FUND | 0 | 0 | 0 | 0 | 832,337 | 0 | 0 | 70,000 |
| USE OF PRIOR YR FUND BALANCE | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| TOTAL REVENUES | 3,520 | 7,560 | 898 | 9,513 | 834,337 | 34,300 | 2,411 | 70,105 |
| TOTAL RESOURCES FOR OPERATIONS | 87,093 | 37,768 | 22,687 | 40,452 | 834,337 | 140,277 | 806,387 | 105,105 |
| | EXPENDITURES | | | | | | | |
| PERSONNEL | 0 | 7,500 | 0 | 0 | 0 | 0 | 0 | 0 |
| SUPPLIES | 0 | 0 | 0 | 0 | 0 | 10,000 | 0 | 0 |
| SERVICES | 0 | 5,000 | 20,000 | 9,500 | 0 | 0 | 0 | 0 |
| CAPITAL OUTLAY | 83,000 | 23,000 | 0 | 20,000 | 467,646 | 70,000 | 0 | 0 |
| CONSTRUCTION | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| PAYMENTS FOR DEBT SERVICE | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TRANSF TO OTHER FUNDS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| APPR. FUTURE PROJECTS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL EXPENDITURES | 83,000 | 35,500 | 20,000 | 29,500 | 467,646 | 80,000 | 0 | 0 |
| NET REVENUE | (79,480) | (27,940) | (19,102) | (19,987) | 366,691 | (45,700) | 2,411 | 70,105 |
| END BALANCE-UNRESERVED | 4,093 | 2,268 | 2,687 | 10,952 | 366,691 | 60,277 | 806,387 | 105,105 |
| RESERVED FUND BALANCE | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL FUNDS | 4,093 | 2,268 | 2,687 | 10,952 | 366,691 | 60,277 | 806,387 | 105,105 |
| CHANGE IN FUND BALANCE | (79,480) | (27,940) | (19,102) | (19,987) | 366,691 | (45,700) | 2,411 | 70,105 |

**CITY OF SEABROOK
2016-17 BUDGET
COMBINED FUND SUMMARY**

| | CAPITAL PROJECT FUNDS | | | | | | |
|---------------------------------------|------------------------------|----------------------------------|-------------------------------------|--------------------------------------|--------------------------------------|------------------------------------|---------------------------------|
| | 13 TDRA GRANT | 19 CAPITAL IMPACT | 30 CAP PROJ WTR TANK | 31 CAP PROJ FIBER OPT | 32 CAP PROJ PW/AC FAC | 33 FIRE PROJ GO BDS | 39 LAKES/REPS CO |
| EST BEG BAL-UNRESERVED | 0 | 2,523,605 | 2,471,741 | 78,114 | 7,145,591 | 26,422 | 136,314 |
| | REVENUES | | | | | | |
| TAXES | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| INTERGOVERNMENTAL | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SERVICES | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| OTHER | 0 | 82,000 | 0 | 0 | 0 | 0 | 0 |
| INTEREST | 0 | 8,400 | 3,000 | 100 | 2,500 | 30 | 125 |
| LOAN/BOND/GRANT PROCEEDS | 294,356 | 0 | 0 | 0 | 0 | 0 | 0 |
| TRANSF FRM OTHER FUND | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| USE OF PRIOR YR FUND BALANCE | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL REVENUES | 294,356 | 90,400 | 3,000 | 100 | 2,500 | 30 | 125 |
| TOTAL RESOURCES FOR OPERATIONS | 294,356 | 2,614,005 | 2,474,741 | 78,214 | 7,148,091 | 26,452 | 136,439 |
| | EXPENDITURES | | | | | | |
| PERSONNEL | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SUPPLIES | 0 | 0 | 0 | 0 | 265,000 | 0 | 0 |
| SERVICES | 0 | 0 | 281,633 | 0 | 152,317 | 5,000 | 0 |
| CAPITAL OUTLAY | 294,356 | 0 | 0 | 78,214 | 0 | 21,422 | 136,439 |
| CONSTRUCTION | 0 | 0 | 1,425,943 | 0 | 6,667,375 | 0 | 0 |
| PAYMENTS FOR DEBT SERVICE | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TRANSF TO OTHER FUNDS | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| APPR. FUTURE PROJECTS | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL EXPENDITURES | 294,356 | 0 | 1,707,576 | 78,214 | 7,084,693 | 26,422 | 136,439 |
| NET REVENUE | 0 | 90,400 | (1,704,576) | (78,114) | (7,082,193) | (26,392) | (136,314) |
| END BALANCE-UNRESERVED | 0 | 2,614,005 | 767,165 | 0 | 63,398 | 30 | (0) |
| RESERVED FUND BALANCE | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL FUNDS | 0 | 2,614,005 | 767,165 | 0 | 63,398 | 30 | (0) |
| CHANGE IN FUND BALANCE | 0 | 90,400 | (1,704,576) | (78,114) | (7,082,193) | (26,392) | (136,314) |

|

**CITY OF SEABROOK
2016-17 BUDGET
COMBINED FUND SUMMARY**

| | TOTALS | | | |
|---------------------------------------|---------------------------------|----------------------------|-----------------------------|----------------------|
| | OPERATING & DEBT | SPECIAL REVENUE | CAPITAL PROJECTS | ALL FUNDS |
| EST BEG BAL-UNRESERVED | 10,401,026 | 3,135,959 | 12,381,787 | 25,918,772 |
| REVENUES | | | | |
| TAXES | 9,350,586 | 499,000 | 0 | 9,849,586 |
| INTERGOVERNMENTAL | 382,184 | 0 | 0 | 382,184 |
| SERVICES | 7,729,255 | 0 | 0 | 7,729,255 |
| OTHER | 209,205 | 277,979 | 82,000 | 569,184 |
| INTEREST | 28,241 | 8,740 | 14,155 | 51,136 |
| LOAN/BOND/GRANT PROCEEDS | 0 | 0 | 294,356 | 294,356 |
| TRANSF FRM OTHER FUND | 2,173,070 | 902,337 | 0 | 3,075,407 |
| USE OF PRIOR YR FUND BALANCE | 0 | 0 | 0 | 0 |
| TOTAL REVENUES | 19,872,540 | 1,688,056 | 390,511 | 21,951,107 |
| TOTAL RESOURCES FOR OPERATIONS | 30,273,566 | 4,824,015 | 12,772,298 | 47,869,879 |
| EXPENDITURES | | | | |
| PERSONNEL | 8,297,086 | 123,142 | 0 | 8,420,229 |
| SUPPLIES | 370,750 | 44,400 | 265,000 | 680,150 |
| SERVICES | 5,807,809 | 471,225 | 438,950 | 6,717,985 |
| CAPITAL OUTLAY | 260,013 | 856,571 | 530,431 | 1,647,015 |
| CONSTRUCTION | 360,000 | 0 | 8,093,318 | 8,453,318 |
| PAYMENTS FOR DEBT SERVICE | 2,601,542 | 0 | 0 | 2,601,542 |
| TRANSF TO OTHER FUNDS | 1,767,320 | 0 | 0 | 1,767,320 |
| APPR. FUTURE PROJECTS | 170,000 | 0 | 0 | 170,000 |
| TOTAL EXPENDITURES | 19,634,520 | 1,495,338 | 9,327,700 | 30,457,558 |
| NET REVENUE | 238,020 | 192,718 | (8,937,189) | (8,506,451) |
| END BALANCE-UNRESERVED | 10,639,046 | 3,328,677 | 3,444,599 | 17,412,321 |
| RESERVED FUND BALANCE | 0 | 359,176 | 0 | 359,176 |
| TOTAL FUNDS | 10,639,046 | 3,687,853 | 3,444,599 | 17,771,497 |
| CHANGE IN FUND BALANCE | 238,020 | 551,894 | (8,937,189) | (8,147,275) |



*CITY
OF
SEABROOK*

AGENDA
BRIEFING

Date of Meeting: September 20, 2016

Submitter/Requestor: Sean Landis

Date Submitted: September 7, 2016

Presenter: Sean Landis

Description/Subject:

Consider and take all appropriate action on the request for approval for amendments to the 11.7726 acre tract Chesapeake Bay Senior Living Community Planned Unit Development (PUD), the addition of a 4.5156 acre tract, a 3.7817 acre tract, and a 7.846 acre tract to increase the residential portion and add commercial uses to the PUD.

AN ORDINANCE AMENDING ORDINANCE 2015-11 APPROVING "CHESAPEAKE BAY PLANNED UNIT DEVELOPMENT (PUD)" LOCATED IMMEDIATELY EAST OF REPSDORPH ROAD AND SOUTH OF BRUMMERHOP PARK, BY REVISING THE PLANNED UNIT DEVELOPMENT ("PUD") PLAN, REGULATIONS, RESTRICTIONS AND CONDITIONS ("PLAN") BY CREATING A PHASE II, III, AND IV, LIMITING ALL COMMERCIAL USES TO BE LOCATED WITHIN PHASE III TO THOSE PERMISSIBLE WITHIN C-1 (LIGHT-COMMERCIAL DISTRICT) WITH THE EXCEPTION THAT RESTAURANTS SHALL BE A USE BY RIGHT AND NOT REQUIRE A CONDITIONAL USE PERMIT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; AND PROVIDING FOR SEVERABILITY.

Name of Applicant (if applicable) : WMF Investments (Bill Friedrichs)

Legal Description (if applicable):

11.7726 acre tract of land partially out of Farm Lot 1 of the Repsdorph Partition, located in the Ritson Morris League Survey Abstract 52, Harris County, Texas. Being a 4.5156 acre tract of land out of the Rison Morris League, Abstract 52, Harris County, Texas. Being a 3.7817 acre tract of land out of Farm Lot 1 of the Ritson Morris League Survey, Abstract 52, Harris County, Texas. Being a 7.846 acre tract of land out of the Ritson Morris League Survey, Abstract 52, Harris County, Texas. The property is located immediately east of Repsdorph Road and south of Brummerhop Park.

Purpose/Need: Policy Issue

Background/Issue (What prompted this need?):

January 6, 2015, City Council along with the Planning and Zoning Commission approved the Chesapeake Bay Luxury Seniors Community, Planned Unit Development Plan. The approved plan consists of 259 units of age restricted multifamily units.

January 21, 2016, the developer requested that the Planning and Zoning Commission consider the following amendments to the approved Chesapeake Bay PUD Plan:

1. Create a Phase II, which consists of an additional 48 units of one story apartment units with attached garages. The units are proposed to be constructed on an additional 6.7 acre tract of land located to the east of the originally approved 11.7726 acre tract of land.
2. Create a Phase III, which consists of Light Commercial Retail and Mini Storage Warehouse. The Light Commercial will include 5000 square feet of C-1 (Light Commercial) retail space. The Mini Warehouse is proposed to be a 3 story, 165,000 square feet climate controlled facility. Phase III is proposed to be constructed on a 5.6 acre tract of land located to the north of the originally approved 11.7726 acres tract of land.

The Commission concluded by a vote 4 to 3 to postpone any decision to recommend any modifications to the Chesapeake Bay PUD until the Comprehensive Master Plan updates have been approved by City Council.

August 2, 2016, City Council with a unanimous vote, approved the 2035 Comprehensive Master Plan.

The Developer, WMF Investments is requesting that the Planning and Zoning Commission consider the following amendments to the approved Chesapeake Bay PUD Plan:

1. Create a Phase II, which consists of an additional 48 units of one story apartment units with attached garages. The units are proposed to be constructed on an additional 4.5156 acre tract of land located to the east of the originally approved 11.7726 acre tract of land.
2. Create a Phase III, which consists of Light Commercial Retail and Mini Storage Warehouse. The Light Commercial will include 5000 square feet of C-1 (Light Commercial) retail space with the exception that restaurants shall be an allowable use by right and not require a conditional use permit. The Mini Warehouse is proposed to be a 3 story, 135,600 square feet climate controlled facility. Phase III is proposed to be constructed on a 3.7817 acre tract of land located to the north of the originally approved 11.7726 acres tract of land.
3. Create a Phase IV, which consists of an additional 90 units of one story apartment units with attached garages and an additional 2,000 square foot clubhouse. The units are proposed to be constructed on an additional 7.846 acre tract of land located to the southeast of the originally approved 11.7726 acre tract of land.

Impacted Parties (Expected/Notified): N/A

Miscellaneous Comments: N/A

Recommended Action:

The proposed changes to the “Chesapeake Bay Senior Living Community Planned Unit Development (PUD)” were recommended for approval by the Planning and Zoning Commission by a 4-2 vote at their regular meeting held on August 18, 2016.

Ayes: Potts, Caradec, Davis and Hammann

Nays: Sharpe and DeHart

Absent: Miller

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.

Attachments:

- (1.) Copy of Proposed Ordinance 2016-26
- (2.) Copy of the Planning and Zoning Commission Official Report
- (3.) Copy of Modified Planned Unit Development (PUD) Document

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

Budget Dept/Line Item Number: N/A
Future/Ongoing Impact: N/A

Funding Comments: N/A

Where on the agenda should this item be placed? Specific Public Hearing

Suggested Motion:

The proposed changes to the “Chesapeake Bay Senior Living Community Planned Unit Development (PUD)” were recommended for approval by the Planning and Zoning Commission by a 4-2 vote at their regular meeting held on August 18, 2016.

Ayes: Potts, Caradec, Davis and Hammann
Nays: Sharpe and DeHart
Absent: Miller

(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.

Planning & Zoning Commission OFFICIAL REPORT

The Planning and Zoning Commission of the City of Seabrook met on August 18, 2016 to hold a meeting to consider:

Request for approval for amendments to the Chesapeake Bay Senior Living Community Planned Unit Development (PUD).

THE PLANNING & ZONING COMMISSION MADE THE FOLLOWING RECOMMENDATION:

APPROVAL **APPROVAL WITH AMENDMENTS/CONDITIONS (SEE BELOW)** **DENIAL**
by a concurring vote of a majority of members of the Planning and Zoning Commission present at the meeting on August 18, 2016, as designated below and as certified by the signature of the Chairman. **This document is not valid unless signed by the Chairman/Presiding Commissioner.**

*Language in PUD document section ~~Background~~ Exhibit B
Section B General Provisions shall reflect the condition
approved by the Commission - for Phase 3 shall be C-1
with the exception that restaurants shall be a use
by right and not require a CUP*

| <u>VOTE:</u> | <u>AYE</u> | <u>NAY</u> | <u>ABSTAINED</u> | <u>ABSENT</u> | <u>INITIAL</u> |
|-----------------|------------|------------|------------------|---------------|----------------|
| Rosebud Caradec | X | | | | RC |
| Laura Davis | X | | | | LD |
| Mike DeHart | | X | | | MDH |
| Buddy Hammann | / | | | | BH |
| Dodie Miller | | | | X | |
| Michael Potts | X | | | | MP |
| Michael Sharpe | X | X | | | MDS |

Michael Potts
Michael Potts, Chairman
Planning & Zoning Commission

ATTEST:
Alesia L. Hammock
Alesia L. Hammock
Secretary

Exhibit B

CHESAPEAKE BAY PLANNED UNIT DEVELOPMENT DISTRICT PLAN

A. CONTENTS

This Planned Unit Development District Plan (PUD) includes the following Sections:

- General Provisions
- Permitted Land Uses
- Development Regulations
- Building Regulations

B. GENERAL PROVISIONS

1. The PUD approved herein must be constructed, developed, and maintained in compliance with this ordinance and other applicable ordinances of the City. For Phase 1, Phase 2 and Phase 4; if any provision or regulation of any City ordinance applicable in a R-3(Medium Density) zoning district (Base Zoning) is not contained in this ordinance, all the regulations contained in the Zoning and Subdivision ordinances applicable to the R-3 zoning district in effect on the effective date of this ordinance apply to this PUD as though written herein, and for Phase 3; if any provision or regulation of any City ordinance applicable in a C-1(Light Commercial) zoning district (Base Zoning) is not contained in this ordinance, all the regulations contained in the Zoning and Subdivision ordinances applicable to the C-1 zoning district in effect on the effective date of this ordinance apply to this PUD as though written herein except to the extent the City regulation or provision conflicts with a provision of this ordinance.
2. Except as otherwise provided herein, the words used in this PUD have the meaning established by the Zoning ordinance. In this ordinance:

Accessory building means a building subordinate to a principal building and includes detached garages.

Open Space means the portion of all land contained within the PUD that is not covered by buildings, parking lots, driveways, improved pedestrian areas, or other impermeable material.

PUD means the planned unit development district created by this ordinance.

Shared/Common Driveway means a privately owned and maintained vehicular access way that provides access from a public street to residential or non-residential units.

3. The PUD shall be developed in accordance with the following exhibits that are attached to and made part of this document:

- Exhibit B-1: *Location Map*
- Exhibit B-2: *Site Plan*
- Exhibit B-3: *Access Detail*

| | |
|--------------------------|---|
| Exhibit B-4: | <i>Parking Layout</i> |
| Exhibit B-5: | <i>Open Space</i> |
| Exhibit B-6: | <i>Sign and Solid Waste Enclosure Details</i> |
| Exhibit B-7-7a, 7b & 7c: | <i>Existing Utilities, Proposed Utilities</i> |
| Exhibit B-8a & 8b: | <i>Amenity Center</i> |
| Exhibit B-9a & b: | <i>Building Elevations</i> |
| Exhibit B10a: | <i>Typical Floor Plans</i> |
| Exhibit B10b & c: | <i>Unit A Floor Plans</i> |
| Exhibit B10d & e: | <i>Unit B Floor Plans</i> |
| Exhibit B-11: | <i>Development Schedule</i> |
| Exhibit B-12: | <i>Drainage Plan</i> |

4. As shown on [Exhibit 1, Location Map](#), the PUD encompasses approximately 27.9 acres between West Repsdorph Road to the west, Huckleberry Finn Cove to the east, Larabee Street to the south, and Peeblebrook Drive to the north.
5. Senior Living, age restricted residential development shall substantially conform to the general layout and design concepts illustrated on [Exhibit B-2, Site Plan](#).
6. Refuse containers which are to serve multi-family residential uses are not permitted within view of West Repsdorph Road. [Exhibit 6, Sign and Solid Waste Enclosure Details](#)
7. Signage: a Freestanding sign meeting the City's requirements established in Article 6 – Sign Standards will be constructed on-premises as shown on [Exhibit 6, Sign and Solid Waste Enclosure Details](#)

C PERMITTED LAND USES

1. Phase 1 , Phase 2 and Phase 4, Senior Living - Age Restricted Residential, up to 259 units in Phase 1, 48 units in Phase 2, and 90 units in Phase 4 are permitted as shown on [Exhibit B-2, Site Plan](#), contingent on the following conditions:
 - a) All residents of the facility must be 55 years of age or older, or the spouse of a resident who is 55 years of age or older.
 - b) The facility shall include a common amenity area of not less than 5,000 square feet, including kitchen facilities, common use meeting rooms and gathering places, and shall substantially conform to the general layout and design concepts illustrated on [Exhibit B-8, Amenity Center](#)
 - c) The facility shall provide physical fitness / wellness center
2. Phase 3, Light Commercial and Mini Storage Warehouse.

Up to 135,600 square feet of climate controlled mini storage units are permitted as shown on [Exhibit B-2, Site Plan](#). Restaurant and all uses permitted by right in the C-1 Light Medium Commercial District including 5,000 square feet retail.

D DEVELOPMENT REGULATIONS

1. Maximum height of structures: 3 stories, but no more than 40 feet above ground level except as follows:
 - (a) Chimneys, ornamental tower spires, cooling towers, elevator bulkheads, fire towers, stacks, roof gables, parapet walls, and mechanical equipment may extend an additional Height not to exceed 15 feet above the maximum Height allowed for the Structure to which it is affixed.
 - (b) Satellite Dish Antennas as permitted by the City's accessory use regulations and towers and antennas and permitted by Article VII, regulating telecommunication towers and antennas.
2. All Senior Living - Age Restricted Residential development shall conform to the (R-3) Medium Density zoning district with the following exceptions:
 - (a) Density: No more than 23 units per acre.
 - (b) Off-street parking:
 - i. 1.4 parking spaces is required for each unit of Senior Living - Age Restricted Residential
 - ii. A minimum fifty percent (50%) of the required parking shall be covered or garage parking.
3. Fencing: An 8' high opaque, concrete panel fence will be installed along the boundary of the site, adjacent to existing single family residential and an open style "wrought Iron" metal fence with masonry columns may be constructed along the west boundary of the site, adjacent to West Repsdorph Drive, the south boundary of Phase 4.
4. Paving:
 - (a) All parking lots and vehicle use areas must be constructed of concrete.
 - (b) Driveways may be constructed of concrete, or paved with interlocking, multicolored pavers supported by a 6 inch reinforced concrete tray and a sub-grade per City design standards.
5. Building Area: Not more than 50 percent of the total site area shall be covered by building mass.

E LANDSCAPE AND PEDESTRIAN CIRCULATION REGULATIONS

The PUD shall require the following regulations adjacent to any tracts developed for Senior Living – Age Restricted Residential uses:

1. Landscape buffer (Single-family adjacency consideration):
 - (a) 30-foot minimum buffer shall be provided along the eastern property boundaries adjacent to existing single family lots.
2. Lighting used to illuminate sidewalks, landscape buffers, bicycle parking areas, or other common open space shall be arranged, located, or screened to direct light away from existing single-family residential lots.

3. Sidewalks: Sidewalks are required to connect the front entrance of each unit to the paved parking areas. All sidewalks shall be paved with concrete and be a minimum of four (4) feet wide. Trails extending through landscape and natural areas may be constructed using decomposed granite or other similar material.

F BUILDING REGULATIONS

1. Phase 1, Phase 2 and Phase 4, the PUD shall require the following regulations for Senior Living Age Restricted Residential Developments:

- (a) Primary exterior finishes are limited to brick, stone (natural, cast, or cultured-textured), textured concrete panels, glass, and fiber cement siding, cement plaster, and shall comprise at least 70% of each façade.
- (b) Secondary exterior finishes shall include wood, ceramic tiles, concrete masonry units (indented, hammered, or split face concrete), and stucco, and shall comprise no more than 30% of each façade.
- (c) Architectural Metals may be used for canopies, parapet walls, roof systems, and miscellaneous trim work.
- (d) Roofing materials shall be limited to the following:
 - i. Slope roof – dimensional composite shingles, metal, tile
 - ii. Flat roof – shall meet the requirements as required by the IBC

2. Phase 3, the PUD shall require the following regulations for Light Commercial and Mini Storage Warehouse

- (a) *External architectural finishes:* On any structure the entire width and length and 70 percent (from grade or slab skyward) of the facade of the structure facing or visible from the street, shall be constructed of one or more of the following materials:
 - Architectural brick.
 - Architectural block such as broken face or fluted or other decoratively patterned face block.
 - Precast or cast-in-place concrete.
 - Glass.
 - Architectural metals such as aluminum and steel window frames, mullions, muntins, column covers and spandrels.
 - Plaster and/or surface bonding cements and/or cementitious field applied and/or premanufactured surfaces of like materials including fiber cement siding.

CHESAPEAKE BAY

A Master Planned Community

Developed by

WMF INVESTMENTS



0' 50' 100' 200'

SCALE: 1" = 100'
(24" x 36" SHEET)
DATE: 7.13.2016

MUCASEY
& Associates



Architects



JONES | CARTER

CHESAPEAKE BAY

A Master Planned Community

Developed by

WMF INVESTMENTS

PROJECT SUMMARY:

Phase 1: Luxury Seniors Community

| Type | Description | Qty. | Area |
|------|---------------------|------|----------|
| A1 | One Bedroom, 1 Bath | 36 | 729 s.f. |
| A2 | One Bedroom, 1 Bath | 12 | 786 s.f. |
| A3 | One Bedroom, 1 Bath | 32 | 795 s.f. |
| A4 | One Bedroom, 1 Bath | 16 | 798 s.f. |
| A5 | One Bedroom, 1 Bath | 17 | 823 s.f. |
| A6 | One Bedroom, 1 Bath | 1 | 759 s.f. |
| A7 | One Bedroom, 1 Bath | 2 | 787 s.f. |
| A8 | One Bedroom, 1 Bath | 1 | 833 s.f. |

Total One Bedroom Units 117 Units

| | | | |
|----|---------------------|----|------------|
| B1 | Two Bedroom, 2 Bath | 35 | 1,001 s.f. |
| B2 | Two Bedroom, 2 Bath | 28 | 1,083 s.f. |
| B3 | Two Bedroom, 2 Bath | 33 | 1,093 s.f. |
| B4 | Two Bedroom, 2 Bath | 35 | 1,095 s.f. |
| B5 | Two Bedroom, 2 Bath | 8 | 1,115 s.f. |
| B6 | Two Bedroom, 2 Bath | 2 | 1,093 s.f. |
| B7 | Two Bedroom, 2 Bath | 1 | 1,095 s.f. |

Total Two Bedroom Units 142 Units

Apartments Total 259 Units 242,995 s.f.

| | |
|---|------------|
| Amenity Center - Net Area | 6,917 s.f. |
| Grille House - Gross Area (558 s.f. each) | 1,116 s.f. |
| Maintenance - Gross Area | 409 s.f. |

Total Phase One Area 251,437 s.f.

Parking Provided:

| | |
|-------------------------------|-----------------|
| Garages | 152 cars |
| Carports | 108 cars |
| Open Parking | 102 cars |
| Total Parking Provided | 362 cars |

Phase 2: Luxury Seniors Community

| Type | Description | Qty. | Area |
|------|---------------------|------|----------|
| A4 | One Bedroom, 1 Bath | 16 | 798 s.f. |
| A5 | One Bedroom, 1 Bath | 8 | 823 s.f. |

Total One Bedroom Units 24 Units

| | | | |
|----|---------------------|----|------------|
| B4 | Two Bedroom, 2 Bath | 16 | 1,095 s.f. |
| B5 | Two Bedroom, 2 Bath | 8 | 1,115 s.f. |

Total Two Bedroom Units 24 Units

Apartments Total 48 Units 45,792 s.f.

Parking Provided:

| | |
|-------------------------------|----------------|
| Garages | 62 cars |
| Open Parking | 31 cars |
| Total Parking Provided | 93 cars |

Phase 3: Retail/Storage

| | |
|---------------------------------------|---------------------|
| Retail Spaces | 5,000 s.f. |
| Climate-Controlled Storage (3 Levels) | 135,600 s.f. |
| Total | 140,600 s.f. |
| Parking Provided | 62 cars |

Phase 4: Luxury Seniors Community

| Type | Description | Qty. | Area |
|------|---------------------|------|----------|
| A4 | One Bedroom, 1 Bath | 28 | 798 s.f. |
| A5 | One Bedroom, 1 Bath | 16 | 823 s.f. |

Total One Bedroom Units 44 Units

| | | | |
|----|---------------------|----|------------|
| B4 | Two Bedroom, 2 Bath | 32 | 1,095 s.f. |
| B5 | Two Bedroom, 2 Bath | 14 | 1,115 s.f. |

Total Two Bedroom Units 46 Units

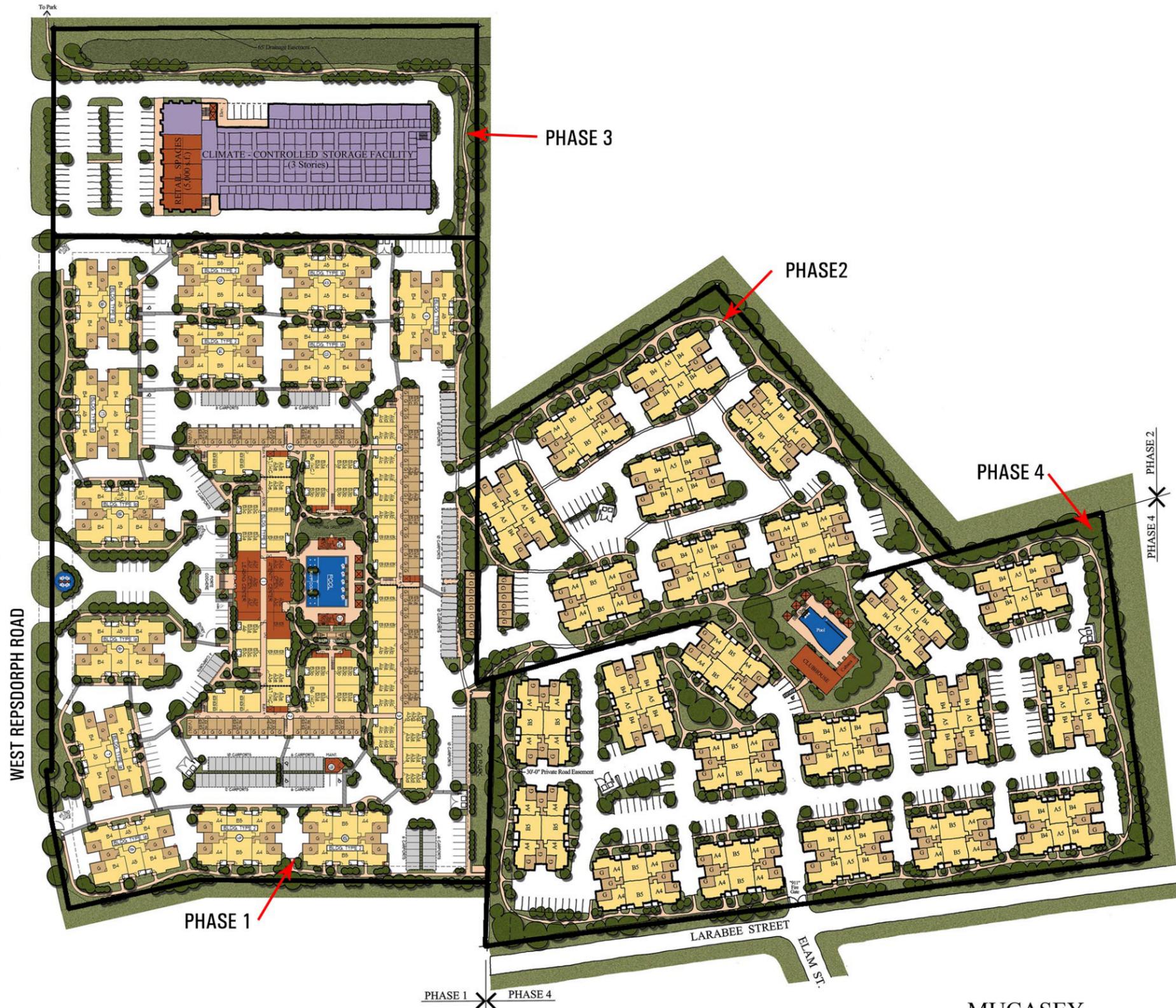
Apartments Total 90 Units 86,162 s.f.

Clubhouse 2,000 s.f.

Total Phase Four Area 88,162 s.f.

Parking Provided:

| | |
|-------------------------------|-----------------|
| Garages | 90 cars |
| Open Parking | 114 cars |
| Total Parking Provided | 204 cars |

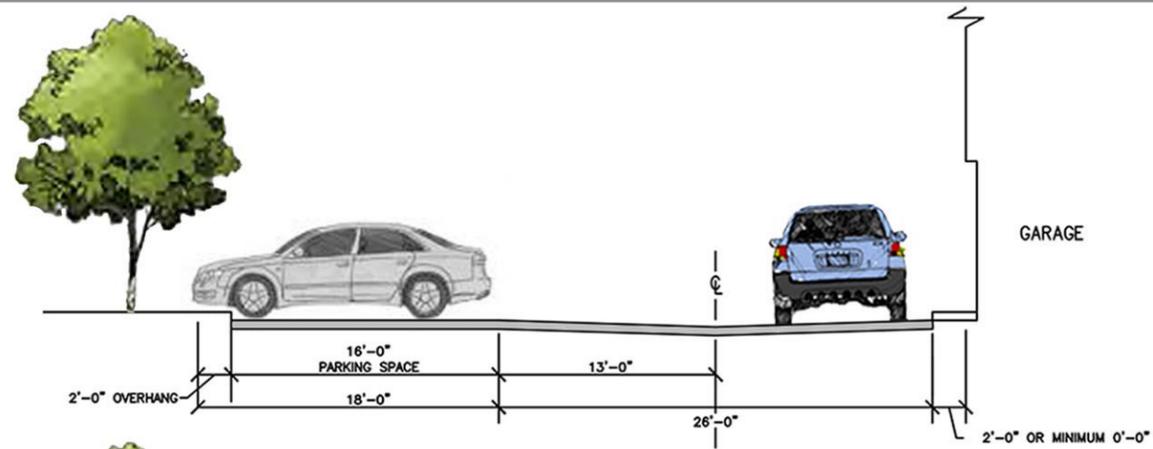


CHESAPEAKE BAY

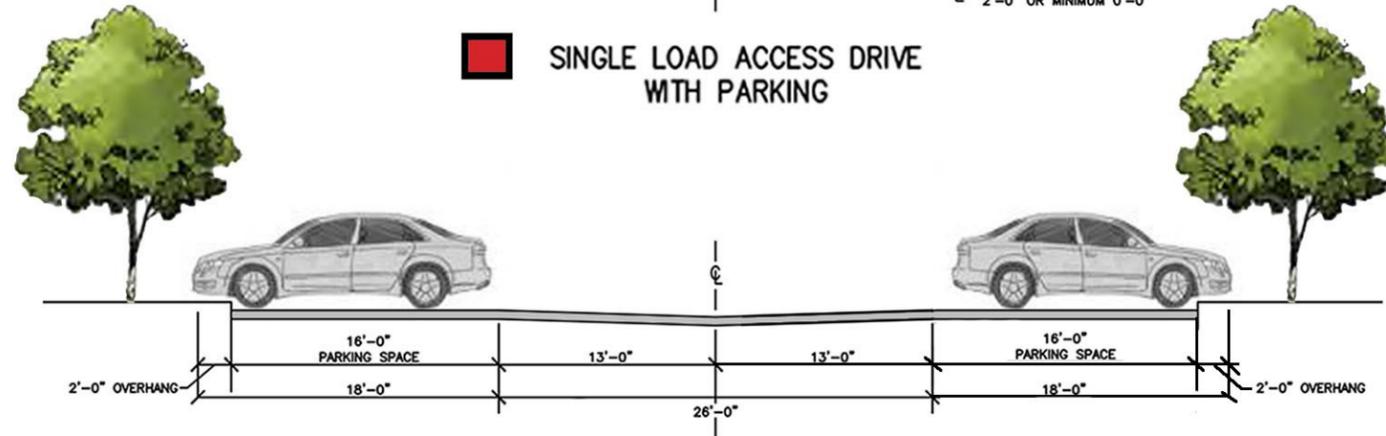
A Master Planned Community

Developed by

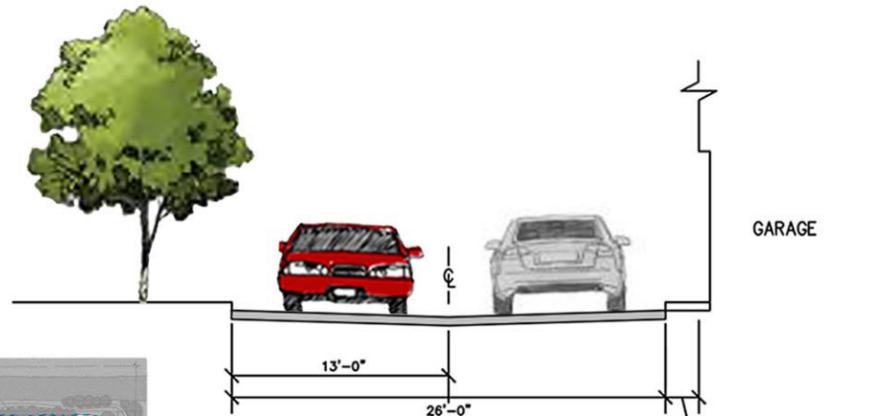
WMF INVESTMENTS



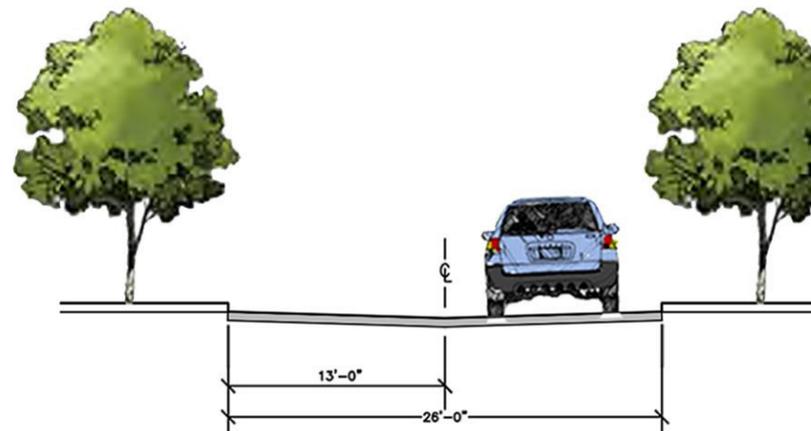
 SINGLE LOAD ACCESS DRIVE WITH PARKING



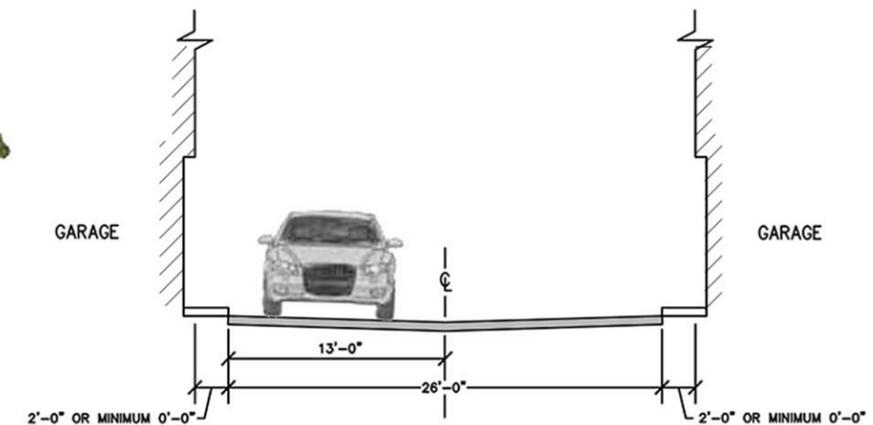
 ACCESS DRIVE WITH PARKING ON BOTH SIDES



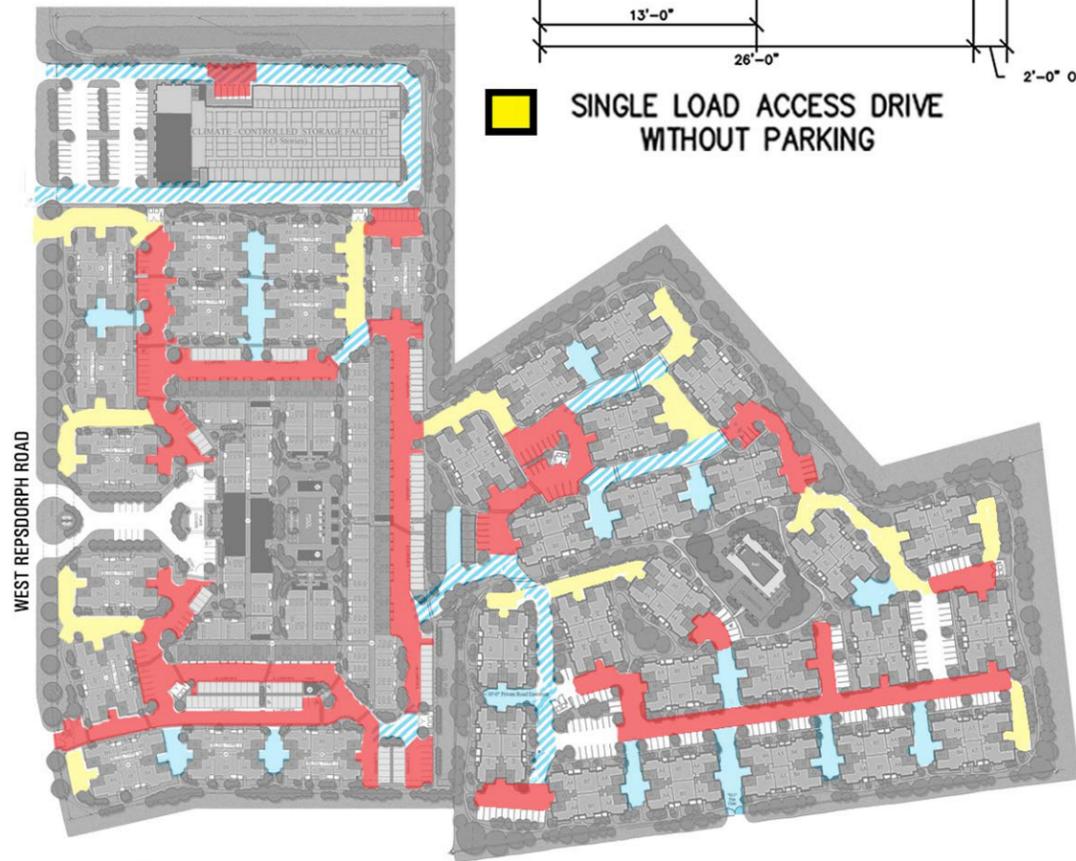
 SINGLE LOAD ACCESS DRIVE WITHOUT PARKING



 TYPICAL ACCESS DRIVE



 DOUBLE LOAD ACCESS DRIVE



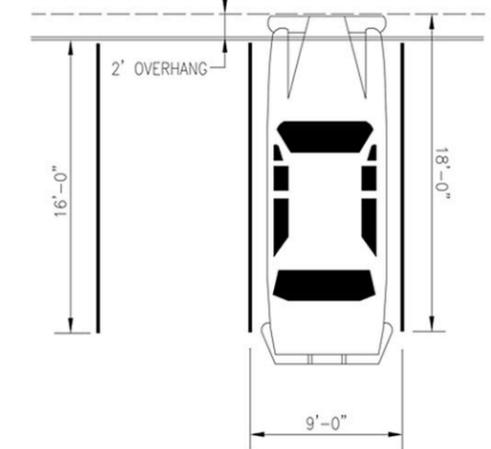
CHESAPEAKE BAY

A Master Planned Community

Developed by

WMF INVESTMENTS

PARKING DETAIL:



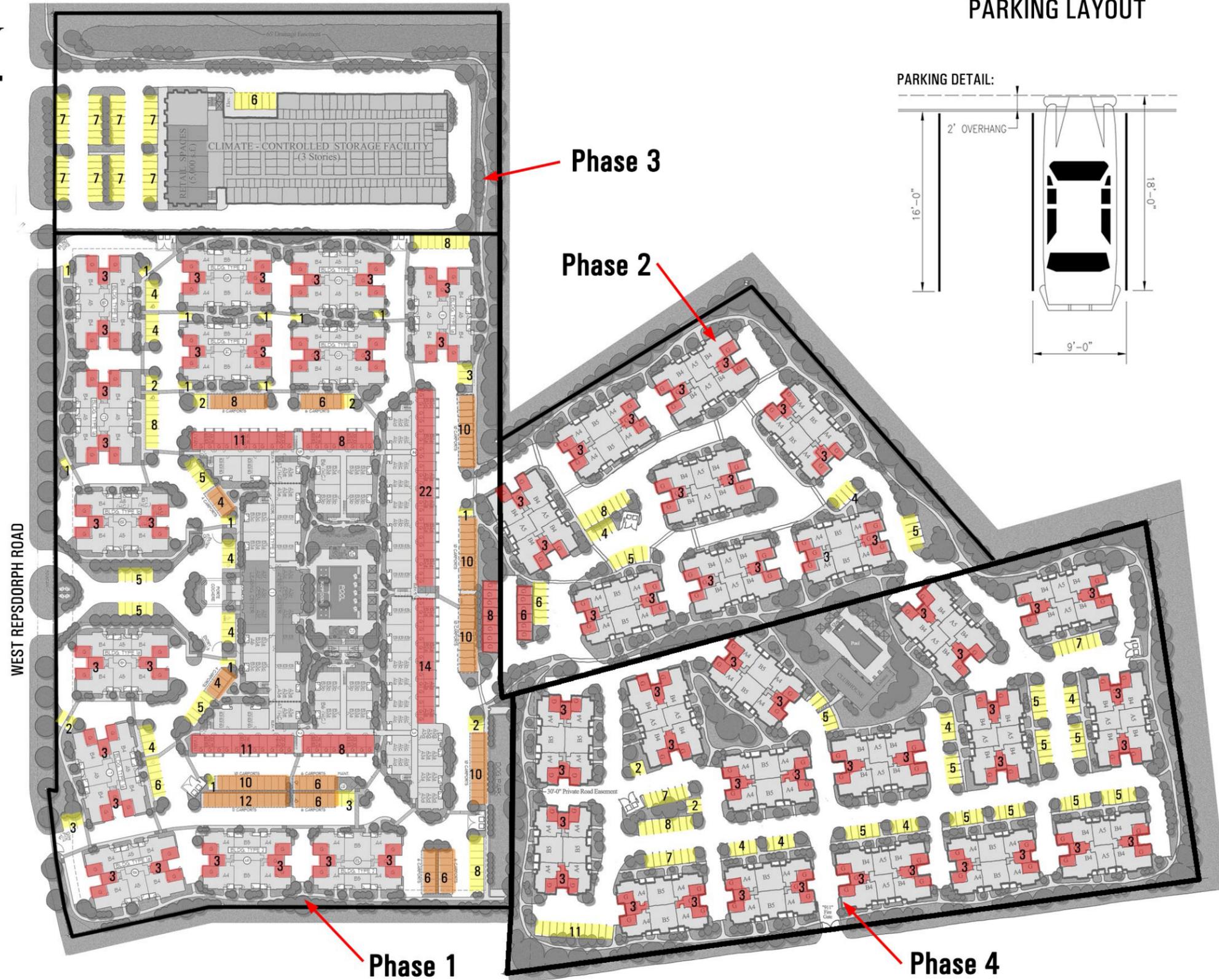
Parking Summary: Phase 1, 2 & 4

Minimum Parking = 1.4 Spaces/Unit

| | | |
|-----|----------------------|------------|
| P1: | ● Attached Garages | 152 |
| | ● Carport | 108 |
| | ● Open Parking | 102 |
| | Total Parking | 362 |
| P2: | ● Attached Garages | 62 |
| | ● Open Parking | 32 |
| | Total Parking | 94 |
| P4: | ● Attached Garages | 90 |
| | ● Open Parking | 114 |
| | Total Parking | 204 |

Parking Summary: Phase 3

| | |
|----------------|----|
| ● Open Parking | 62 |
|----------------|----|



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OPEN SPACE SUMMARY

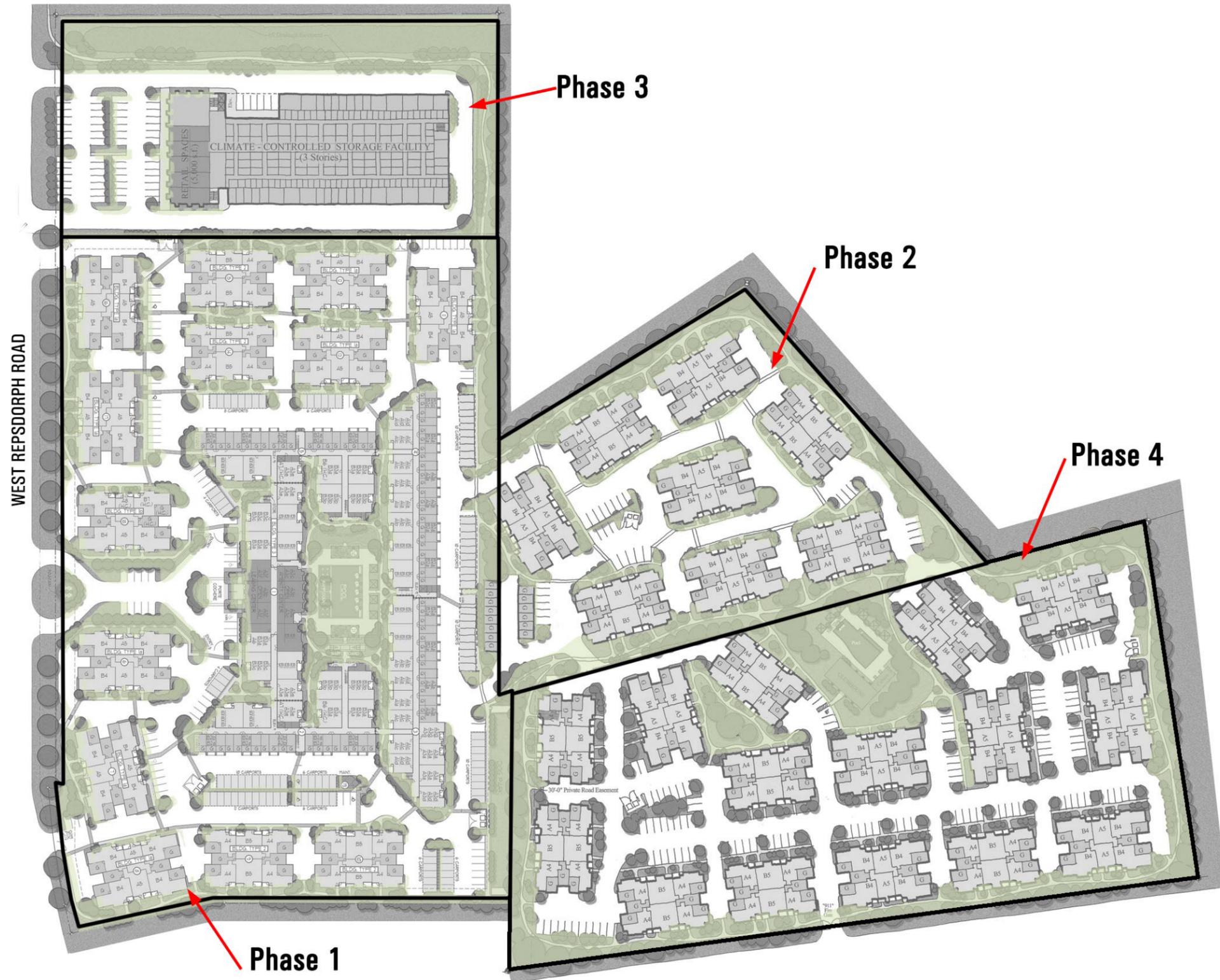
Phase 1: Open Space = 3.1 AC. = 26%
Total Acreage = 11.7 AC.

Phase 2: Open Space = 1.5 AC. = 33%
Total Acreage = 4.5 AC.

Phase 3: Open Space = 1.3 AC. = 34%
Total Acreage = 3.7 AC.

Phase 4: Open Space = 2.8 AC. = 35%
Total Acreage = 8.0 AC.

TOTAL OPEN SPACE = 8.7 AC. = 31%

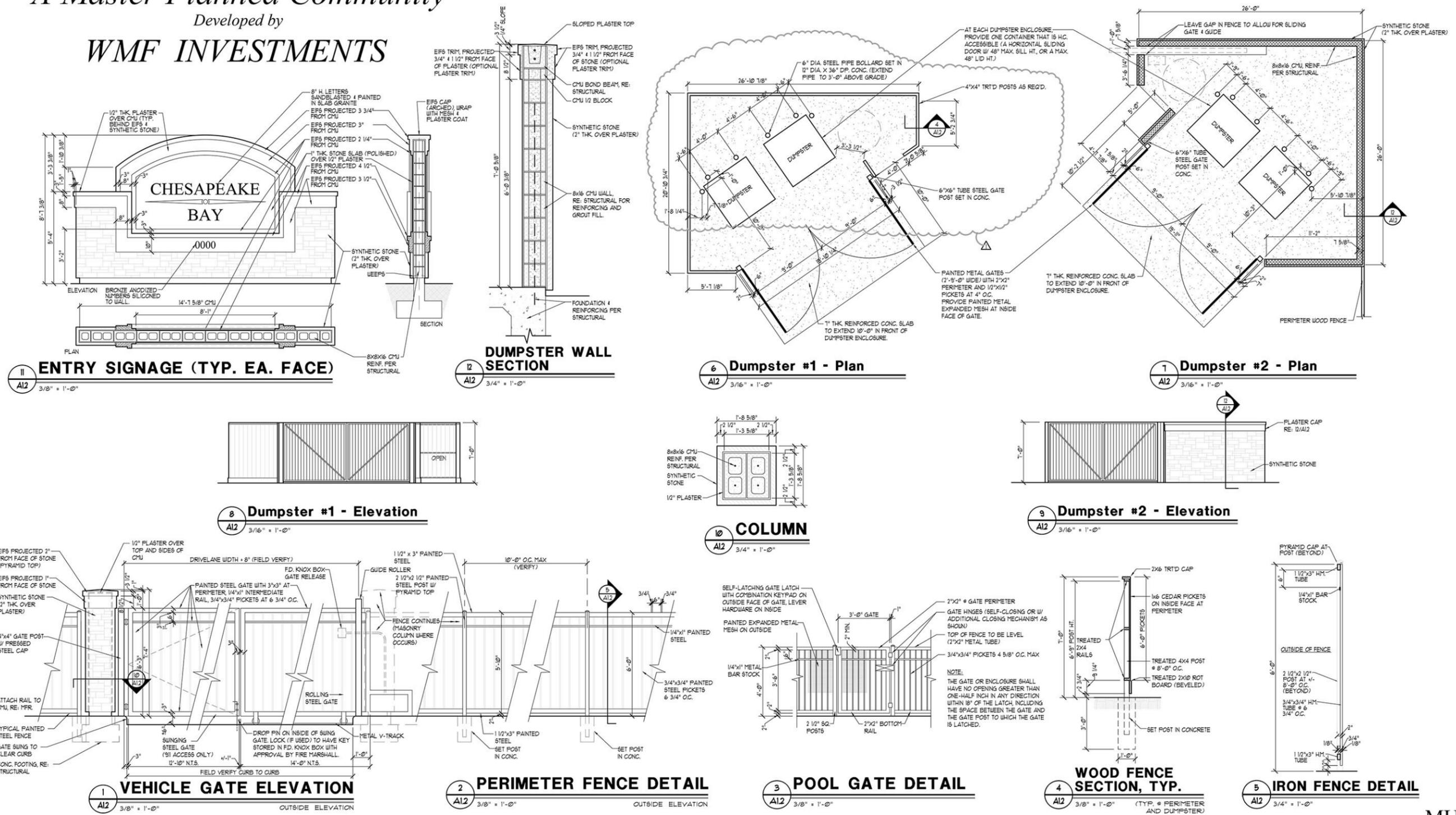


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SCALE: 1" = 100'
(24" x 36" SHEET)
DATE: 7.13.2016

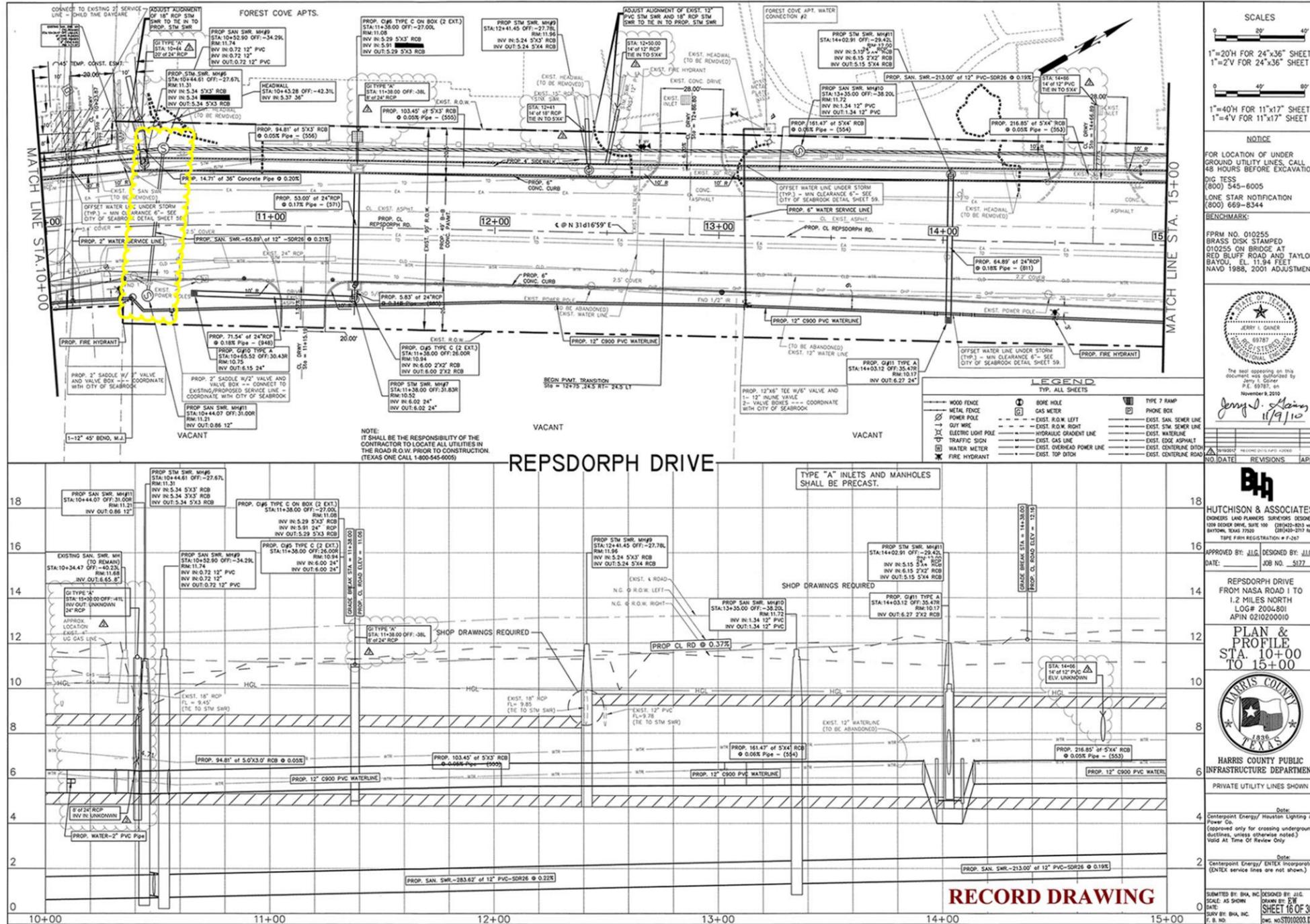
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EXHIBIT B-7a:
EXISTING UTILITIES



SCALES
1"=20' FOR 24"x36" SHEET
1"=2'V FOR 24"x36" SHEET
1"=40' FOR 11"x17" SHEET
1"=4'V FOR 11"x17" SHEET

NOTICE
FOR LOCATION OF UNDERGROUND UTILITY LINES, CALL 48 HOURS BEFORE EXCAVATION DIG TESS (800) 545-6005
ONE STAR NOTIFICATION (800) 669-8344
BENCHMARK: FIRM NO. 010255 BRASS DISK STAMPED 010255 ON BRIDGE AT RED BLUFF ROAD AND TAYLOR BAYOU, ELV. 11.94 FEET NAVD 1988, 2001 ADJUSTMENT

LEGEND
TYP. ALL SHEETS

REVISIONS

APPROVED BY: J.O. Stearns
DATE: 11/9/10

HUTCHISON & ASSOCIATES
ENGINEERS AND PLANNERS SURVEYORS DESIGNERS
1000 DODD DRIVE, SUITE 100 (281)423-2813
BAYTOWN, TEXAS 77528 (281)423-2717
FIRM REGISTRATION # F-287

APPROVED BY: J.L.G. DESIGNED BY: J.L.G.
DATE: _____ JOB NO. 5377

REPSDORPH DRIVE
FROM NASA ROAD 1 TO 1.2 MILES NORTH
LOG# 2006/501
APIN 0210200010

PLAN & PROFILE
STA. 10+00 TO 15+00

HARRIS COUNTY
1836 TEXAS

HARRIS COUNTY PUBLIC INFRASTRUCTURE DEPARTMENT
PRIVATE UTILITY LINES SHOWN

Date: _____
Centerpoint Energy/ Houston Lighting & Power Co.
(approved only for crossing underground facilities, unless otherwise noted)
Valid At Time Of Review Only

Date: _____
Centerpoint Energy/ ENTEK Incorporated
(ENTEK service lines are not shown.)

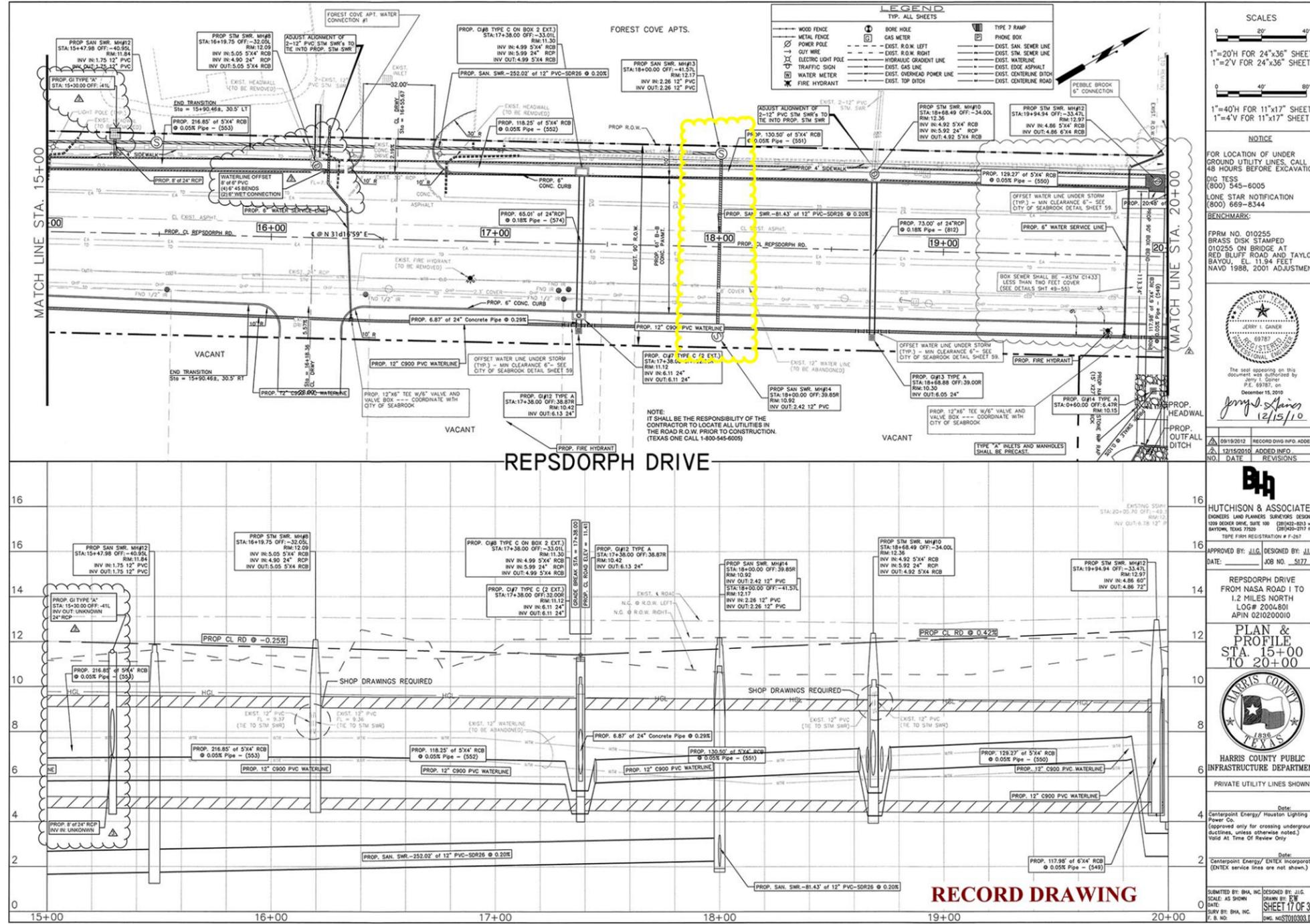
SUBMITTED BY: BHA, INC. DESIGNED BY: J.L.G.
SCALE: AS SHOWN DRAWN BY: J.W.
DATE: _____ SHEET 16 OF 309
F. & NO. _____ POC: WJSTO10033.DWG

CHESAPEAKE BAY

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LEGEND
TYP. ALL SHEETS

| | | |
|---------------------|----------------------------|-----------------------|
| WOOD FENCE | BORE HOLE | TYPE 7 RAMP |
| METAL FENCE | GAS METER | PHONE BOX |
| POWER POLE | EXIST. R.O.W. LEFT | DIST. SAN. SEWER LINE |
| OUT WIRE | EXIST. R.O.W. RIGHT | DIST. WATER LINE |
| ELECTRIC LIGHT POLE | HYDRAULIC GRADIENT LINE | DIST. EDGE ASPHALT |
| TRAFFIC SIGN | EXIST. GAS LINE | DIST. CENTERLINE ROAD |
| WATER METER | EXIST. OVERHEAD POWER LINE | |
| FIRE HYDRANT | EXIST. TWP. STATION | |

SCALES

0 20' 40'

1"=20'H FOR 24"x36" SHEET

1"=2'V FOR 24"x36" SHEET

0 40' 80'

1"=40'H FOR 11"x17" SHEET

1"=4'V FOR 11"x17" SHEET

NOTICE

FOR LOCATION OF UNDER GROUND UTILITY LINES, CALL 48 HOURS BEFORE EXCAVATION DIG TESS (800) 545-6005

LONE STAR NOTIFICATION (800) 669-8344

BENCHMARK:

FPM NO. 010255 BRASS DISK STAMPED 010255 ON BRIDGE AT RED BLUFF ROAD AND TAYLOR BAYOU, EL. 11.94 FEET NAVD 1988, 2001 ADJUSTMENT

Professional Engineer Seal for Jerry J. Harris, State of Texas, No. 99787, Exp. 12/31/2010.

Signature: Jerry J. Harris, 12/15/10

| NO. | DATE | REVISIONS |
|----------|------|-----------------------|
| 09182012 | | RECORD DWS INFO ADDED |
| 12152010 | | ADDED INFO |

HUTCHISON & ASSOCIATES
ENGINEERS LAND PLANNERS SURVEYORS DESIGNERS
1200 BOKER DRIVE, SUITE 500 (281)462-8033
BAYLOR, TEXAS 77250 (281)462-2917 FAX
TYPE FIRM REGISTRATION # F-267

APPROVED BY: JLG, DESIGNED BY: JLG
DATE: _____ JOB NO. 5177

REPSDORPH DRIVE FROM NASA ROAD 1 TO 1.2 MILES NORTH LOG# 2004801 APIN 021020010

PLAN & PROFILE
STA. 15+00 TO 20+00

HARRIS COUNTY TEXAS

HARRIS COUNTY PUBLIC INFRASTRUCTURE DEPARTMENT
PRIVATE UTILITY LINES SHOWN

Date: _____
Centerpoint Energy/ Houston Lighting & Power Co.
(Approved only for crossing underground facilities, unless otherwise noted.)
Valid At Time Of Review Only

Date: _____
Centerpoint Energy/ ENTEK Incorporated
(ENTEK service lines are not shown.)

SUBMITTED BY: BHA, INC. DESIGNED BY: JLG.
SCALE: AS SHOWN DRAWN BY: JLG
DATE: _____ SHEET 17 OF 309
SURV BY: BHA, INC. DATE: _____
P. & NO. _____

CHESAPEAKE BAY

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PROJECT: CHESAPEAKE BAY
A MASTER PLANNED COMMUNITY
2300 REPSDORPH RD
SEABROOK, TEXAS
WMF INVESTMENTS

SHELMARK
ENGINEERING, L.L.C.
CIVIL, MECHANICAL, PLUMBING, ELECTRICAL, STRUCTURAL
15111 FM 517, Suite 1001 | Houston, Texas 77059
(281) 416-1210

ISSUED FOR:
07/11/16
REVIEW

DWG NAME: PHASE II
PRELIMINARY UTILITY
LAYOUT

DWG: **EX.01**

SCALE: 1:80

JOB NO: 16-120 REV: A

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AMENITY CENTER

Chesapeake Bay - A Luxury Seniors Community 6,917 s.f.

Mucasey & Associates, Architects



DATE: 7.13.2016

MUCASEY & Associates



Architects

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POOL PLAN

Chesapeake Bay - Luxury Seniors Community

Mucasey & Associates, Architects

CLUBHOUSE & CABANA

Chesapeake Bay Phase 4

Mucasey & Associates, Architects

July 13, 2016

DATE: 7.13.2016

MUCASEY
& Associates



Architects

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EXHIBIT B-9a:

**BUILDING ELEVATIONS
PHASE 1, PHASE 2 & PHASE 4**



Amenity Center Detail



Clubhouse and Cabana



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EXHIBIT B-9b:
BUILDING ELEVATIONS
PHASE 3



Phase 3 Street View



Phase 3 Side View

CHESAPEAKE BAY

A Master Planned Community

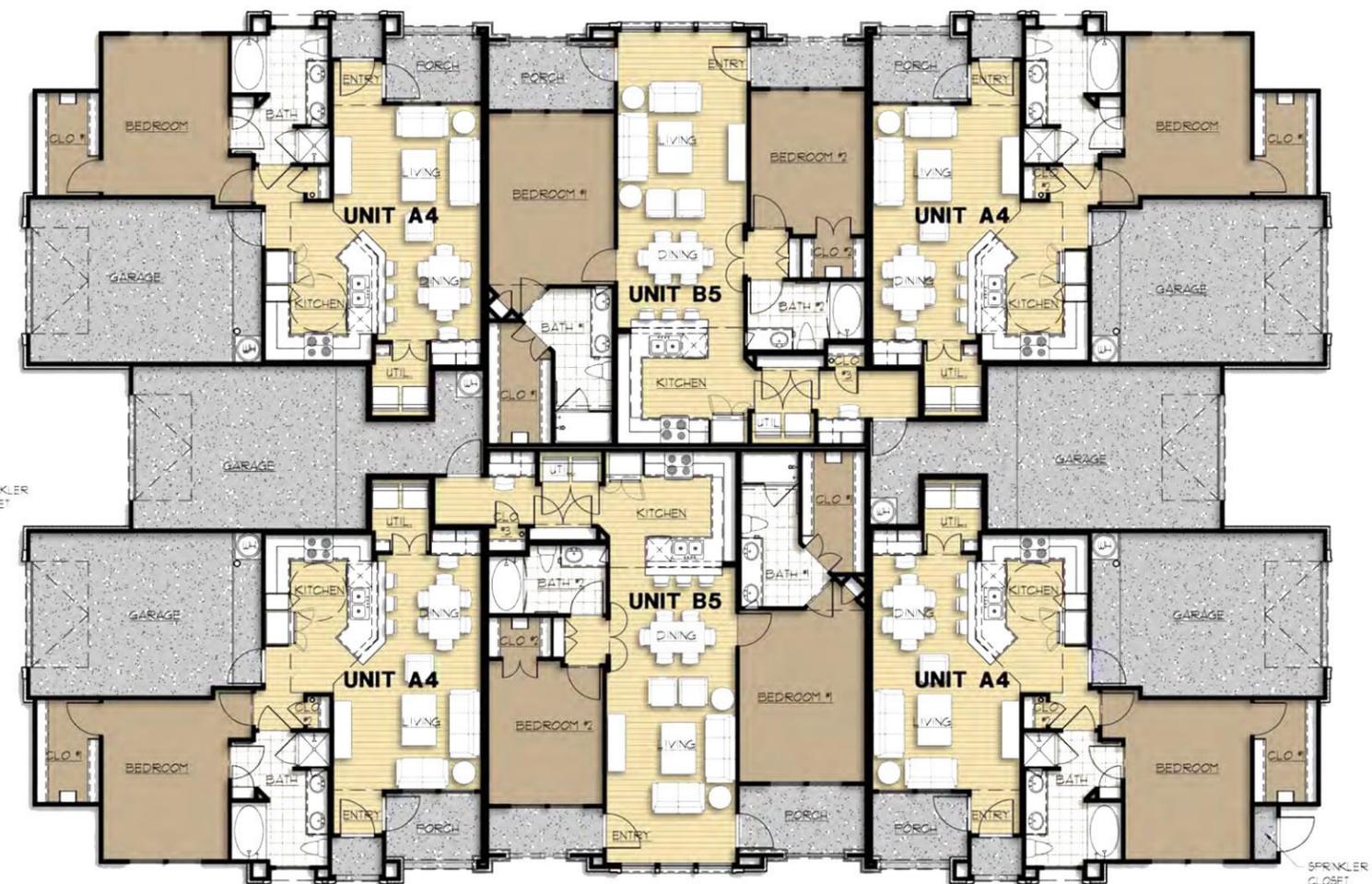
Developed by

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BUILDING TYPE 1 - Floor Plan

Chesapeake Bay - A Luxury Seniors Community
Mucasey & Associates, Architects



BUILDING TYPE 2 - Floor Plan

Chesapeake Bay - A Luxury Seniors Community
Mucasey & Associates, Architects

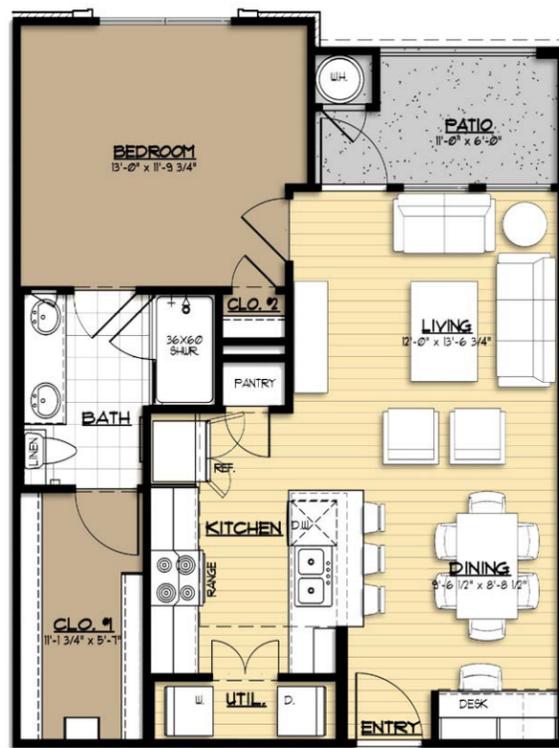
CHESAPEAKE BAY

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Developed by

WMF INVESTMENTS

EXHIBIT B-10b:
UNIT "A" FLOOR PLANS



UNIT "A1" - One Bedroom, 1 Bath

729 s.f.



UNIT "A2" - One Bedroom, 1 Bath

746 s.f.



UNIT "A3" - One Bedroom, 1 Bath

795 s.f.



UNIT "A4" - One Bedroom, 1 Bath (attached garage)

798 s.f.

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EXHIBIT B-10d:
UNIT "B" FLOOR PLANS



UNIT "B1" - Two Bedroom, 2 Bath

1,001 s.f.



UNIT "B2" - Two Bedroom, 2 Bath

1,083 s.f.



UNIT "B3" - Two Bedroom, 2 Bath

1,093 s.f.

CHESAPEAKE BAY

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EXHIBIT B-10e:
UNIT "B" FLOOR PLANS



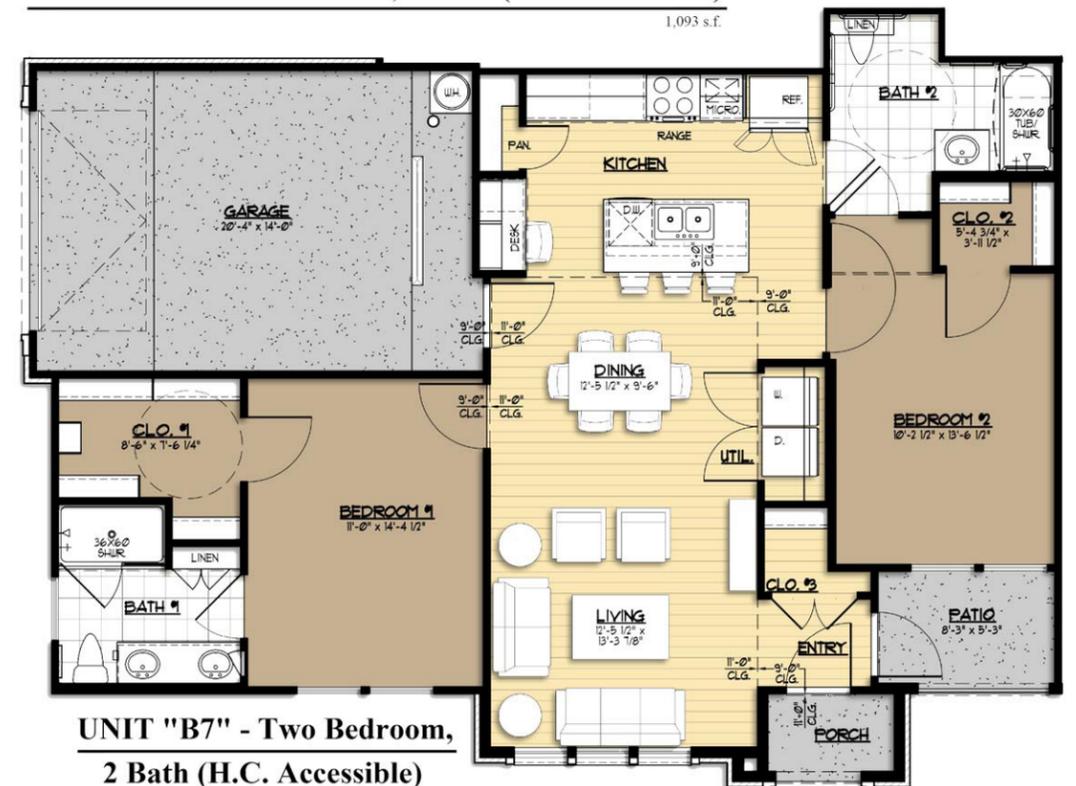
UNIT "B5" - Two Bedroom, 2 Bath

1,115 s.f.



UNIT "B6" - Two Bedroom, 2 Bath (H.C. Accessible)

1,093 s.f.



**UNIT "B7" - Two Bedroom,
2 Bath (H.C. Accessible)**

1,095 s.f.



UNIT "B4" - Two Bedroom, 2 Bath

1,095 s.f.

EXHIBIT B-11
CHESAPEAKE BAY PLANNED UNIT DEVELOPMENT
PRELIMINARY DEVELOPMENT SCHEDULE

PHASE 1:

- A. Second Quarter 2015: Design and plan review and approval
- B. Third Quarter 2015: Begin on site construction
- C. Fourth Quarter 2017: Construction complete
- D. Second Quarter 2017: Begin occupancy.

PHASE 2:

The following is an estimate based on favorable market conditions and project leasing:

- A. First Quarter 2017: Design and plan review and approval
- B. Fourth Quarter 2017: Begin on site construction
- C. Fourth Quarter 2018: Construction complete
- D. Fourth Quarter 2018: Begin occupancy.

PHASE 3: Commercial

The following is an estimate based on favorable market conditions and project leasing:

- A. Fourth Quarter 2016: Design and plan review and approval
- B. First Quarter 2017: Begin on site construction
- C. Third Quarter 2017: Construction complete
- D. Third Quarter 2017: Begin occupancy.

PHASE 4:

The following is an estimate based on favorable market conditions and project leasing:

- A. First Quarter 2018: Design and plan review and approval
- B. Third Quarter 2018: Begin on site construction
- C. First Quarter 2019: Construction complete
- D. First Quarter 2019: Begin occupancy

CHESAPEAKE BAY

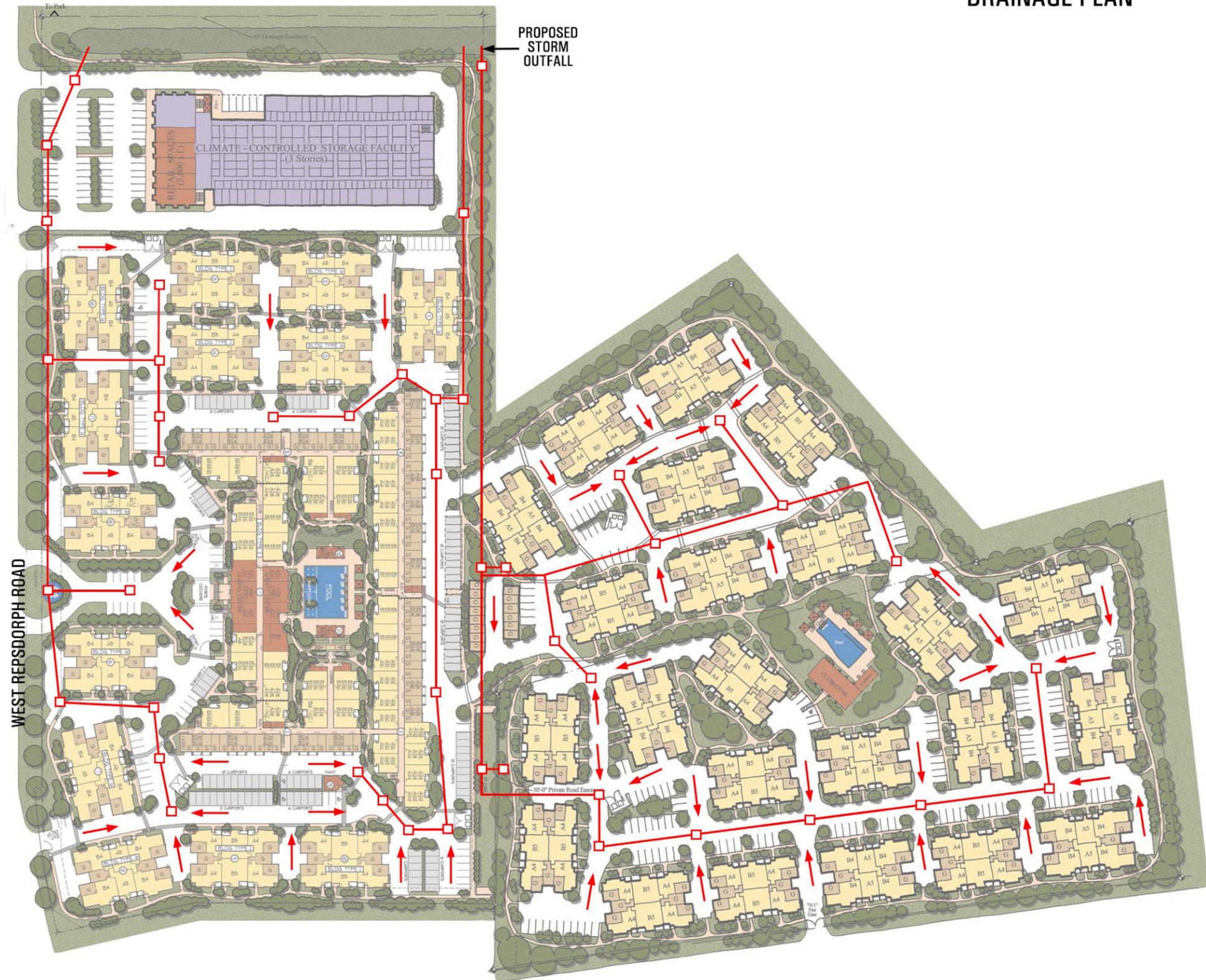
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STORM LEGEND

-  STORM INLET
-  STORM PIPE
-  DRAINAGE FLOW





*CITY
OF
SEABROOK*

AGENDA
BRIEFING

Date of Meeting:

Submitter/Requestor: Arthur Chairez, Director of Public Works

Presenter: Amber Hurd, P.E., Cobb Fendley (City Engineering Firm)

Description/Subject: Bid Award on Project No. 2016-11, Water Plant Relocation

Purpose/Need: Policy Issue Administrative Issue

Background/Issue (What prompted this need?):

The City of Seabrook entered into a property exchange agreement with Pacific Ridge Developers for the parcel where the current water tank and infrastructure is located. As part of the agreement a subsequent Demolition Agreement was approved for the removal of the existing tank (WP1). The Public Works Department worked with Cobb Fendley and solicited contractor services to construct a new water tank (WP2), demolish existing tank and reconnect all needed infrastructure to the new tank. The new tank will be located on Lakeside just to the west of the existing site and will have increased holding capacity once constructed.

On September 9, 2016, bids were received and (4) bids were timely and recorded for evaluation. After verification, Cobb Fendley issued a formal recommendation for the apparent low bidder as the lowest responsive and responsible bidder in the amount of \$1,922,308.

Impacted Parties (Expected/Notified):

Miscellaneous Comments:

Recommended Action:

Staff recommends that City Council award a contract in the amount of \$1,922,308 to Long & Son, Inc. for the relocation of the Water Tank/Plant currently at the Public Works Warehouse site on SH 146.

Attachments:

Letter of Recommendation and Bid Tabulation

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

Funding Comments:

Appropriations for this contract will not impact the General Fund. Sufficient funds are available for this project. The construction of this project are included in the City's Capital Improvement Program and were funded with issuance of Certificates of Obligation in March, 2016, in the amount of \$2,500,000.

Where on the agenda should this item be placed?

Bid Awards

Suggested Motion:

Motion to Approve Bid Project 2016-11, Water Plant Relocation, to Long and Son, Inc. in an amount not to exceed \$1,922,308.00 and authorize the City Manager to execute the contract.

City Manager Review:

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

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.

(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.

September 12, 2016

Mr. Arthur Chairez
Director of Public Works
City of Seabrook
1700 First Street
Seabrook, Texas 77586

Re: **Recommendation of Award**
Water Plant Relocation
Seabrook Project No. 2016-11

Dear Mr. Chairez,

Bids for the referenced project were received on September 9, 2016 and a tabulation of those is attached to this letter. The low bid was submitted by **Long and Son, Inc.** Based on our review of the bids and qualifications of the bidder, we recommend award of the contract to **Long and Son, Inc.** for a total Bid Price of **\$1,922,307.80**. If you have any questions or require additional information, I can be contacted at 713-462-3242.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.



Amber Hurd, P.E.
Principal

cc: Gayle Cook, City of Seabrook
File

Attachment

Client: City of Seabrook

Project Name: WATER PLANT RELOCATION 2016-11

BID DATE: SEPTEMBER 9, 2016

| ITEM NO. | ITEM DESCRIPTION | UNIT | UNIT QTY | Bidder No. 1 | | Bidder No. 2 | | Bidder No. 3 | | Bidder No. 4 | | ENGINEER'S ESTIMATE | |
|--------------------------|--|------|----------|--------------------|---------------|------------------------|---------------|-----------------------|---------------|----------------------|---------------|---------------------|---------------|
| | | | | LONG AND SON, INC. | | JTR CONSTRUCTORS, INC. | | WW PAYTON CORPORATION | | B-5 CONSTRUCTION CO. | | UNIT PRICE | TOTAL AMOUNT |
| | | | | UNIT PRICE | TOTAL AMOUNT | UNIT PRICE | TOTAL AMOUNT | UNIT PRICE | TOTAL AMOUNT | UNIT PRICE | TOTAL AMOUNT | | |
| Water Plant No. 1 | | | | | | | | | | | | | |
| 1 | Mobilization (5% max) | LS | 1 | \$ 38,000.00 | \$ 38,000.00 | \$ 125,000.00 | \$ 125,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 117,554.00 | \$ 117,554.00 | \$ 122,716.00 | \$ 122,716.00 |
| 2 | Demolition of Existing GST, Pump Building, yard piping, generator foundation, fence | LS | 1 | \$ 47,350.00 | \$ 47,350.00 | \$ 30,000.00 | \$ 30,000.00 | \$ 20,000.00 | \$ 20,000.00 | \$ 103,392.00 | \$ 103,392.00 | \$ 70,000.00 | \$ 70,000.00 |
| 3 | Site Preparation and Final Grading | LS | 1 | \$ 4,500.00 | \$ 4,500.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 4,829.00 | \$ 4,829.00 | \$ 3,000.00 | \$ 3,000.00 |
| 4 | TPDES Requirements | LS | 1 | \$ 4,500.00 | \$ 4,500.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 11,899.00 | \$ 11,899.00 | \$ 5,000.00 | \$ 5,000.00 |
| 5 | Architectural CMU Fence with limestone veneer and Gate | LF | 230 | \$ 400.00 | \$ 92,000.00 | \$ 260.00 | \$ 59,800.00 | \$ 430.00 | \$ 98,900.00 | \$ 498.00 | \$ 114,540.00 | \$ 300.00 | \$ 69,000.00 |
| 6 | Crushed Concrete Driveway 6-inch thick | LS | 1 | \$ 11,000.00 | \$ 11,000.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 31,691.00 | \$ 31,691.00 | \$ 25,000.00 | \$ 25,000.00 |
| 7 | Motor Control Center with concrete slab and awning | LS | 1 | \$ 123,950.00 | \$ 123,950.00 | \$ 40,000.00 | \$ 40,000.00 | \$ 50,000.00 | \$ 50,000.00 | \$ 16,675.00 | \$ 16,675.00 | \$ 100,000.00 | \$ 100,000.00 |
| 8 | Generator Foundation and relocation of generator from WP2 | LS | 1 | \$ 14,250.00 | \$ 14,250.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 23,064.00 | \$ 23,064.00 | \$ 75,000.00 | \$ 75,000.00 |
| 9 | Relocate 2-inch gas service to new generator location | LS | 1 | \$ 2,250.00 | \$ 2,250.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 6,906.00 | \$ 6,906.00 | \$ 3,000.00 | \$ 3,000.00 |
| 10 | Relocate Chlorine Disinfection system into a new fiberglass enclosure on a concrete pad | LS | 1 | \$ 13,200.00 | \$ 13,200.00 | \$ 18,000.00 | \$ 18,000.00 | \$ 25,000.00 | \$ 25,000.00 | \$ 15,297.00 | \$ 15,297.00 | \$ 20,000.00 | \$ 20,000.00 |
| 11 | Plant Yard Piping | LS | 1 | \$ 41,800.00 | \$ 41,800.00 | \$ 25,000.00 | \$ 25,000.00 | \$ 70,000.00 | \$ 70,000.00 | \$ 200,910.00 | \$ 200,910.00 | \$ 15,000.00 | \$ 15,000.00 |
| 12 | Complete Electrical System, including MCC, conduit, ductbank and wire | LS | 1 | \$ 36,150.00 | \$ 36,150.00 | \$ 161,000.00 | \$ 161,000.00 | \$ 150,300.00 | \$ 150,300.00 | \$ 149,055.00 | \$ 149,055.00 | \$ 75,000.00 | \$ 75,000.00 |
| 13 | Proposed 10" well collection line, abandonment of 12" well collection line and 12' water line | LF | 1188 | \$ 34.60 | \$ 41,104.80 | \$ 45.00 | \$ 53,460.00 | \$ 100.00 | \$ 118,800.00 | \$ 122.00 | \$ 144,936.00 | \$ 65.00 | \$ 77,220.00 |
| SUBTOTAL | | | | | \$ 470,054.80 | | \$ 533,260.00 | | \$ 661,000.00 | | \$ 940,748.00 | | \$ 659,936.00 |
| Water Plant No. 2 | | | | | | | | | | | | | |
| 14 | Demolition of yard piping, driveway, fence | LS | 1 | \$ 6,550.00 | \$ 6,550.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 39,171.00 | \$ 39,171.00 | \$ 8,000.00 | \$ 8,000.00 |
| 15 | Site Preparation and Final grading | LS | 1 | \$ 4,500.00 | \$ 4,500.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 8,000.00 | \$ 8,000.00 | \$ 11,981.00 | \$ 11,981.00 | \$ 5,000.00 | \$ 5,000.00 |
| 16 | TPDES Requirements | LS | 1 | \$ 4,500.00 | \$ 4,500.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 5,155.00 | \$ 5,155.00 | \$ 5,000.00 | \$ 5,000.00 |
| 17 | 1 MG Welded Steel Ground Storage Tank and Foundation | LS | 1 | \$ 604,250.00 | \$ 604,250.00 | \$ 750,165.00 | \$ 750,165.00 | \$ 635,000.00 | \$ 635,000.00 | \$ 742,297.00 | \$ 742,297.00 | \$ 760,000.00 | \$ 760,000.00 |
| 18 | Install 500 gpm Booster Pump (supplied by the City) | EA | 4 | \$ 650.00 | \$ 2,600.00 | - | - | \$ 500.00 | \$ 2,000.00 | \$ 3,100.00 | \$ 12,400.00 | \$ 2,500.00 | \$ 10,000.00 |
| 19 | Concrete Block Building and Foundation including roof, doors, trolley hoist, floor drains, HVAC, lighting, sidewalk, emergency eye wash/shower | LS | 1 | \$ 131,000.00 | \$ 131,000.00 | \$ 150,000.00 | \$ 150,000.00 | \$ 250,000.00 | \$ 250,000.00 | \$ 278,510.00 | \$ 278,510.00 | \$ 250,000.00 | \$ 250,000.00 |
| 20 | Complete Electrical System, including MCC, conduit, ductbank and wire | LS | 1 | \$ 269,100.00 | \$ 269,100.00 | \$ 221,000.00 | \$ 221,000.00 | \$ 300,000.00 | \$ 300,000.00 | \$ 272,060.00 | \$ 272,060.00 | \$ 300,000.00 | \$ 300,000.00 |
| 21 | Relocation of generator from WP1 | LS | 1 | \$ 2,550.00 | \$ 2,550.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 9,718.00 | \$ 9,718.00 | \$ 40,000.00 | \$ 40,000.00 |
| 22 | Water plant yard piping and connection to distribution system | LS | 1 | \$ 183,650.00 | \$ 183,650.00 | \$ 450,000.00 | \$ 450,000.00 | \$ 200,000.00 | \$ 200,000.00 | \$ 241,811.00 | \$ 241,811.00 | \$ 150,000.00 | \$ 150,000.00 |
| 23 | Chlorine gas disinfection system | LS | 1 | \$ 35,500.00 | \$ 35,500.00 | \$ 25,000.00 | \$ 25,000.00 | \$ 25,000.00 | \$ 25,000.00 | \$ 38,916.00 | \$ 38,916.00 | \$ 30,000.00 | \$ 30,000.00 |
| 24 | Concrete driveway, 7-inch thick | SY | 532 | \$ 84.00 | \$ 44,688.00 | \$ 75.00 | \$ 39,900.00 | \$ 120.00 | \$ 63,840.00 | \$ 129.00 | \$ 68,628.00 | \$ 175.00 | \$ 93,100.00 |

Client: City of Seabrook
 Project Name: WATER PLANT RELOCATION 2016-11
 BID DATE: SEPTEMBER 9, 2016

| ITEM NO. | ITEM DESCRIPTION | UNIT | UNIT QTY | Bidder No. 1 | | Bidder No. 2 | | Bidder No. 3 | | Bidder No. 4 | | ENGINEER'S ESTIMATE | |
|----------------------------|--|------|----------|--------------------|------------------------|-----------------------|------------------------|--------------|------------------------|--------------|------------------------|---------------------|------------------------|
| | | | | LONG AND SON, INC. | JTR CONSTRUCTORS, INC. | WW PAYTON CORPORATION | B-5 CONSTRUCTION CO. | UNIT PRICE | TOTAL AMOUNT | UNIT PRICE | TOTAL AMOUNT | | |
| 25 | Storm sewer improvements including inlets, splash boxes, and storm sewer | LS | 1 | \$ 31,000.00 | \$ 31,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 50,160.00 | \$ 50,160.00 | \$ 39,086.00 | \$ 39,086.00 | \$ 30,000.00 | \$ 30,000.00 |
| 26 | Relocate 2-inch gas service line | LS | 1 | \$ 2,250.00 | \$ 2,250.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 6,906.00 | \$ 6,906.00 | \$ 3,000.00 | \$ 3,000.00 |
| 27 | 8-foot tall Chainlink Fence and swing gate with PVC privacy slats | LF | 725 | \$ 37.40 | \$ 27,115.00 | \$ 27.00 | \$ 19,575.00 | \$ 40.00 | \$ 29,000.00 | \$ 31.00 | \$ 22,475.00 | \$ 80.00 | \$ 58,000.00 |
| SUBTOTAL | | | | | \$ 1,349,253.00 | | \$ 1,696,640.00 | | \$ 1,579,000.00 | | \$ 1,789,114.00 | | \$ 1,742,100.00 |
| Cash Allowances | | | | | | | | | | | | | |
| 28 | Painting two City logos on the ground storage tank (2 colors) | LS | 1 | \$ 20,000.00 | \$ 20,000.00 | \$ 20,000.00 | \$ 20,000.00 | \$ 20,000.00 | \$ 20,000.00 | \$ 20,000.00 | \$ 20,000.00 | \$ 20,000.00 | \$ 20,000.00 |
| 29 | Upgrade and relocation of electrical services by Electric Service Provider | LS | 1 | \$ 50,000.00 | \$ 50,000.00 | \$ 50,000.00 | \$ 50,000.00 | \$ 50,000.00 | \$ 50,000.00 | \$ 50,000.00 | \$ 50,000.00 | \$ 50,000.00 | \$ 50,000.00 |
| 30 | SCADA equipment and integration into existing system by vendor of Owner's choice | LS | 1 | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 |
| SUBTOTAL | | | | | \$ 85,000.00 | | \$ 85,000.00 | | \$ 85,000.00 | | \$ 85,000.00 | | \$ 85,000.00 |
| Alternate Bid Items | | | | | | | | | | | | | |
| 31 | Remove 12-inch Well Collection, 12-inch Water Lines, 4-inch Forcemain, and 6-inch Sewer Line within 18-foot Water and Sewer Easement | LF | 1200 | \$ 15.00 | \$ 18,000.00 | \$ 50.00 | \$ 60,000.00 | \$ 140.00 | \$ 168,000.00 | \$ 44.00 | \$ 52,800.00 | \$ 75.00 | \$ 90,000.00 |
| SUBTOTAL | | | | | \$ 18,000.00 | | \$ 60,000.00 | | \$ 168,000.00 | | \$ 52,800.00 | | \$ 90,000.00 |
| TOTAL BID PRICE | | | | | \$ 1,922,307.80 | | \$ 2,374,900.00 | | \$ 2,493,000.00 | | \$ 2,867,662.00 | | \$ 2,577,036.00 |

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**CITY OF SEABROOK
RESOLUTION NO. 2016-15**

**EDC PROJECT DESIGNATION FOR SEABROOK HOSPITALITY, LP
(HAMPTON INN) AND AUTHORIZATION FOR BUSINESS DEVELOPMENT GRANT
FOR RECONSTRUCTION OF HOTEL**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, AUTHORIZING A PROJECT OF THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION TO PROVIDE BUSINESS INCENTIVES TO SEABROOK HOSPITALITY, LP, DOING BUSINESS AS THE HAMPTON INN, IN AN AMOUNT NOT TO EXCEED \$40,000 FOR HOTEL CONSTRUCTION IMPROVMENTS, PURSUANT TO THE TERMS AND CONDITIONS OF THE “ECONOMIC DEVELOPMENT AGREEMENT”, ATTACHED HERETO.

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

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

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

WHEREAS, the EDC has determined to undertake a project for economic development by providing funding from EDC sales tax revenue, to assist the construction of a hotel, to promote or develop new or expanded business enterprises and/or create or retain primary jobs in or near the City of Seabrook, by reimbursing construction permit fees, not to exceed \$40,000.00, as provided in the “Economic Development Agreement”, (“Agreement”), attached hereto and incorporated by reference, as generally authorized under Texas Local Government Code, Chapters 501, 505, specifically including Sections 505.152, 505.155, 505.158, and 505.302), and is an authorized project of the EDC being submitted for City Council approval; and

WHEREAS, the EDC met on July 14, 2016, and at that time took formal action to support and approve funding of incentives for Project Facilities and site improvements to construct a 35,000 square foot hotel, estimated to be a cost of \$5,905,000, (“Project”), employing a minimum of 17 full and part time employees, and approved the publication of a Notice to the public of this Project; and

WHEREAS, a public hearing was conducted by the EDC on August 11, 2016 to receive public input for such Project; and

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of _____, 2016, by and between the **Seabrook Economic Development Corporation**, situated in Harris County, Texas ("SEDC"), and **Seabrook Hospitality, LP, doing business as the Hampton Inn Seabrook**, a Texas limited partnership, with registered office located at 3925 Lake Star Drive, League City, TX 77573, registered agent Gunvant D Bhakta, and general partner Shurag Hospitality Group, LLC, ("Owner" or "Developer"), collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, Developer/Owner proposes to make hotel construction improvements at its location at 3000 Nasa Rd 1, Seabrook, Texas, operating under the name of Hampton Inn Seabrook, located in the tract as referenced in Exhibit "B" and made a part hereof, hereinafter referred to as ("Project Facilities"); and

WHEREAS, Owner has proposed Project Facilities site improvements and submitted a Project Summary and budget to SEDC requesting reimbursement of City permit fees estimated to be approximately \$40,000 for construction of the total Project Facilities, estimated to be **\$5,905,000.00** and has applied for incentives from the SEDC under the Economic Development Incentive Programs, ("Program"); and

WHEREAS, upon completion of such construction, Developer proposes to construct a 35,000 square foot building of the Project Facilities as a hotel, ("Project"), collectively employing a minimum of 17 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 total 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 and/or that promote or develop new or expanded business enterprises in the municipality; and

WHEREAS, in accordance with such enabling laws, SEDC has adopted “Economic Development Incentive Programs, as provided for in SEDC Resolution 2016-1,” (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, particularly tourism 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; completion of the Project; final approval of the Project Facilities by SEDC; compliance with the guidelines of the Program, 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 final certificate of occupancy applicable to the Project Facilities. The final reimbursement amount of the economic incentive grant shall be determined and based on the actual amounts paid by Developer/Owner, for the required building permits for construction of the Project Facilities approved by the SEDC in accordance with the Program and Project, 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 July 1, 2017.

B. Employment. **Owner/Developer, pursuant to** the Project shall, within 30 days following the date of issuance of Grant funds, collectively employ not less than 17 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:

Seabrook Hospitality, LP
Sal Bhakta, Manager
3925 Lake Star Drive
League City, TX 77573

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 City), then the date of such performance or occurrence shall automatically be extended to the next calendar day that is not a Saturday, Sunday or legal holiday.

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.

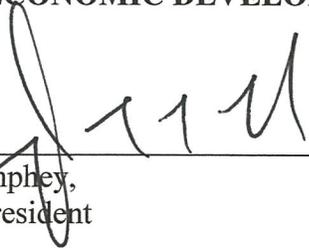
The Parties specifically acknowledge that the funds allocated for payment to
Development Agreement Seabrook Hospitality LP (Hampton Inn) Updated 070616 Clean for SEDC

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.

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

IN WITNESS WHEREOF, and as authorized respectively by the SEDC, City Council of Seabrook and Seabrook Hospitality, LP, by and through their respective authorized agents, the parties have executed this Agreement effective the day and year first written above.

SEABROOK ECONOMIC DEVELOPMENT CORPORATION



BY: Paul Dunphey,
Board President

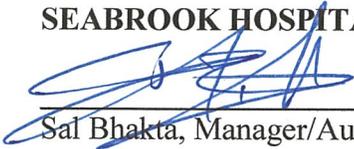
DATE: 8-11-16, 2016

ATTEST:



Ernie Davis,
Board Secretary

SEABROOK HOSPITALITY, LP



Sal Bhakta, Manager/Authorized Representative

DATE: 7/21/16, 2016

CITY OF SEABROOK, TEXAS

Glenn R. Royal
Mayor

DATE: _____, 2016

ATTEST:

Robin Hicks, TRMC
City Secretary

Exhibit A - Attachments

May 2, 2016

To whom it may concern,

We, Seabrook Hospitality LP, are in the process of rebuilding the Hampton Inn Seabrook that burnt down on April 30th 2015. We are asking for an incentive package to help us in the rebuilding process. The amount that we received from our insurance claim coupled with paying off our debt to our bank we are needing assistance to lower our cost of construction.

With today's construction costs and financial institutions reluctance to lend at a favorable LTV it has become necessary to reduce our cost of construction to garner the LTV that will make this project viable. To be exempt for the permit fees from the City of Seabrook it would mean \$70,000.00 coming back to our project which would reduce our cost to below \$6million. We have been closely working alongside Jade Construction to get this project where it needs to be. We have and still continue to cut every corner from our bid, without infringing on the Hilton brand, in order to get this project to a viable state.

We thank you for your time and consideration. We look forward to working closely with the City of Seabrook to bring back the Hampton Inn.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. BHAKTA', with a horizontal line drawn through the middle of the signature.

Sal Bhakta



Application for Project Assistance

It is recommended that applicants provide documentation as outlined in the checklist below as well as a completed application. Conformance and completion of all sections is the basis for determination of initial eligibility and for favorable consideration by the SEDC and the City Council.

1. Seabrook Application Form – Original signed by company officer.
2. Brief narrative – Background of the company and description of the project. Also include site plan and renderings of finished site.
3. Investment Budget – detailing components and costs of the real property improvements and fixed-in-place improvements for which an incentive is requested.
4. Plat survey and metes & bounds description.
5. Project timeline.
6. Evaluation of competing locations – Documentation of a competitively-sited project including statement of reason(s) that requested incentive is necessary to ensure that proposed project is built in Seabrook (i.e., documentation supporting assertion that “but for” an incentive, the stated project could not be constructed in Seabrook).
7. Quarterly report(s) filed with the Texas Workforce Commission – for the immediately preceding quarter prior to application, documenting the current number of permanent full-time employees (and full-time Contractor employees, if any).
8. Financial information:
 - **Publicly traded company (including wholly owned subsidiary or operation division):** most recent annual report to stockholders.
 - **Privately-owned company:** most recent audited financial statements, documentation of the date and location of incorporation, bank references (including officer name and telephone number), and accountant and attorney references (names of firms and contact telephone numbers).
 - **New venture:** Business plan and financing commitment from lender and/or venture capitalist; plus bank references (including officer name and telephone number), accountant and attorney references (firms and contact telephone numbers).
9. Certification by Harris County Tax Assessor-Collector that all tax accounts within Harris County are paid on a current basis.

PART I – Applicant Information

APPLICATION DATE: 05 / 01 / 2016

COMPANY NAME: Seabrook Hospitality LP

AUTHORIZED REPRESENTATIVE(S): _____

Sal BHakta

LOCAL CONTACT NAME AND TITLE: Sal Bhakta, Manager

LOCAL CONTACT PHONE: 832-331-4936

E-MAIL ADDRESS: Sal.bhakta@PSBHospitality.net

IF FRANCHISE, FRANCHISE OWNER'S NAME AND PHONE:
Hilton Worldwide. 901) 374-5000

PROJECT DESCRIPTION:

New Construction Expansion SH146 Relocation

PART II – Applicant and Project Background

HEADQUARTERS OR REGIONAL OFFICE ADDRESS: _____
17203 Timber Cliff Ct Cypress TX 77429

STATE OF INCORPORATION: Texas

NO. YEARS IN THE REGION: 11

CURRENT TOTAL FULL TIME EMPLOYEES: 0

CURRENT TOTAL PART TIME EMPLOYEES: 0

BUSINESS/PROJECT TYPE: Hotel

SITE LOCATION: 3000 Nasa Rd 1, Seabrook TX 77586

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

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

WILL THE APPLICANT BE BUYING OR LEASING AT SITE? Owned

PART III – Project Information

CONSTRUCTION ESTIMATES:

STATE DATE: 06 / 01 / 2016 COMPLETION DATE: 04 / 01 / 2016

CONSTRUCTION COSTS: \$6.2 Million

CAPITAL INVESTMENT: \$2.0 Million

JOB CREATION / RETENTION:

Current Employment: 0

Jobs to be retained: 21

Jobs to be created after 3 years from construction completion date: 25

Authorized Company Representative:

Signature: 

Name: Sal Bhakta

Title: Manager

Telephone: 832-331-4936

E-mail: Sal.bhakta@PSBHospitality.net

ALL PROSPECTS REMAIN CONFIDENTIAL UNLESS OTHERWISE ARRANGED
BETWEEN THE CITY AND THE APPLICANT.



Hampton Inn Construction and FF&E
70 Units at 3000 Nasa Rd 1 Seabrook Tx, 77586

| | | |
|--------------------------------|-----------|---------------------|
| Architect/Engineering | \$ | 50,000.00 |
| Permits | \$ | - |
| Total Hard Construction | \$ | 4,800,000.00 |

Furniture, Fixture and Equip

| | | |
|----------------------------------|-----------|-------------------|
| Guestrooms | \$ | 359,660.00 |
| Guestroom Corridors | \$ | 55,370.00 |
| Public Areas | \$ | 116,060.00 |
| Operating Supplies and Equipment | \$ | 73,080.00 |
| Warehousing | \$ | 5,250.00 |
| Telephone Switch & Instruments | \$ | 26,950.00 |
| Laundry Main/Guest | \$ | 35,000.00 |
| OnQ | \$ | 34,160.00 |
| Security & Communications | \$ | 8,330.00 |
| HSIA Equipment | \$ | 22,400.00 |
| FF&E Installation | \$ | 24,500.00 |
| Freight & Tax | \$ | 98,000.00 |
| Total FF&E | \$ | 858,760.00 |

| | | |
|--------------------------|----|------------|
| Exterior Signage | \$ | 15,000.00 |
| Inventories | \$ | 100,000.00 |
| Pre-Opening | \$ | 60,000.00 |
| Project Management | \$ | 90,000.00 |
| Insurance | \$ | - |
| Financial, Taxes & Legal | \$ | 60,000.00 |
| Project-Wide Contingency | \$ | - |

| | | |
|-------------------------------|-----------|---------------------|
| Total Development Cost | \$ | 5,983,760.00 |
|-------------------------------|-----------|---------------------|

Pat Patel

From: Paul Chavez
Sent: Thursday, May 05, 2016 6:40 PM
To: Pat Patel
Subject: FW: Revenue Forecast Sheet
Attachments: Sean_002-012.pdf

From: Sal Bhakta [<mailto:sal.bhakta@psbhospitality.net>]
Sent: Wednesday, May 04, 2016 3:33 PM
To: Paul Chavez
Subject: RE: Revenue Forecast Sheet

Paul,

I spoke with Gary Johnson earlier today and he said that when he and Sean came up with the \$70k for permitting it had been an estimation.

Gary spoke with Sean today and received an itemized permitting schedule. I have attached it in this email for your reference. Please adjust the amount of \$70k we were asking for to the new amount listed in the attachment.

Sincerely,

Sal Bhakta, *President,*
PSB Hospitality Solutions

Phone: 832) 331-4936

Fax: 281) 596-4355

Sal.Bhakta@PSBHospitality.net



This message contains confidential information and is intended only for the individual or individuals named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. E-mail transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the contents of this message, which arise as a result of e-mail transmission. If verification is required please request a hard-copy version. PSB Hospitality and its affiliates accept no liability arising in connection with this transmission. Proprietary and Confidential.

From: Paul Chavez [<mailto:pchavez@seabrooktx.gov>]
Sent: Wednesday, May 4, 2016 12:01 PM
To: sal.bhakta@psbhospitality.net
Subject: Revenue Forecast Sheet

Good afternoon Sal,

We are in a staff meeting to discuss your project and wanted to know if you have an updated revenue forecast sheet. If so, please send your updated sheet as soon as possible.

- Paul Chavez

Sent from my Verizon Wireless 4G LTE smartphone

Permit Fees For: **HAMPTON INN Re-CONSTRUCTION**

Fill in boxes Only

Type of Construction: **Commercial**

Estimated Cost of Construction : **\$4,710,960.00**

Project Size (sq. ft.): **39,411**

Construction Cost (per sq. ft.): \$119.53

Project valued over : \$500,001.00

Permit fee for first \$500,000.00 : \$1,660.00

Cost per \$1,000 or fraction over first permit fee equals: \$2.00 Multi. By 4,211 : \$8,421.92

Building Permit : \$10,082.00

Commercial Construction : \$10,082.00

Plan Check : \$5,041.00

\$250 multiplied by number of dwelling units: **0**

Parks Fee : \$0.00

Total Buidling Permit Fee : \$25,205.00

MEP Permit Fee : \$7,561.50

10% Contingency : \$3,276.65

Meter Size:

Ordinance:

Total of all fees: \$36,043.15

Exhibit B - Attachment

Arumakuranti Bhakta
Arumakuranti Bhakta
 Gunvant D. Bhakta

Executed this 30th day of December, 2005

When the context requires, singular nouns and pronouns include the plural otherwise, except as to the reservations from and exceptions to conveyance and warranty, lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantors, but not Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee's heirs, executors, administrators, successors or assigns forever. Grantors bind Grantors and Grantors' all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with Grantors, for the consideration receipt of which is hereby acknowledged, and subject to the reservations

This Deed is executed, delivered and accepted subject to all and singular the ad valorem taxes for the current and all subsequent years, subsequent assessments for prior years due to changes in land usage or ownership, zoning ordinances, if any, applicable to and enforceable against the above described property, and all valid easements, covenants, restrictions, and mineral reservations, if any, applicable to and enforceable against the above described property, as well as the other exceptions set forth hereon to the extent same are valid and subsisting and affect the property conveyed hereby.

All that property described on the attached Exhibit "A", which Exhibit is incorporated herein by this reference for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

In consideration of \$10.00 and other good and valuable consideration

Consideration:
 Grantors' Mailing Address: 1420 Marina Bay Drive, #316 Kemah, Texas 77565
 Grantors: Gunvant D. Bhakta and wife, Arumakuranti Bhakta (hereinafter referred to as Grantors)
 Grantee: Seabrook Hospitality, L.P. (A Texas limited partnership, hereinafter referred to as Grantee)
 Grantee's Mailing Address: 1420 Marina Bay Drive, #316 Kemah, Texas 77565
 Date: December 30, 2005

SPECIAL WARRANTY DEED

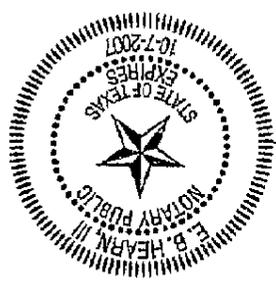
NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

VESTING DEED (TRACT 1)
 2006345
 01/04/06 300756013
 \$28.00

01-22-06 40

1-1-06
WB

RECORDED



My Commission Expires:

[SEAL]

Printed Name of Notary Public

Notary Public, State of Texas
E. B. Hearn III

The foregoing instrument was ACKNOWLEDGED before me this 29th day of December, 2005, by GUNVANT D. BHAKTA and ARUNAKTAMARI BHAKTA.

§ COUNTY OF Harris
§ THE STATE OF TEXAS

ACKNOWLEDGEMENT

Easement rights created in Agreement For Ingress And Egress recorded under Harris County Clerk's File No. J640263 and Amendment To Agreement For Ingress And Egress recorded under Harris County Clerk's File No. J825459.

Tract 2: (Easement Estate)

This description is based on the land title survey and plat (Job No. 04-14425) made under the direction of John D. Thomas, Registered Professional Land Surveyor on May 21, 2004.

Tract 2, South 81°22'57" East 231.86 feet with the most Northerly South line of the said 8.473 acre tract containing 1.6561 acres or 72.138 square feet of land, more or less.

and with an Eastern line of the said 8.473 acre tract to a 1/8 inch steel rod found marking the Northwest corner of said Lot 1 and the herein described tract, said point also being an angle point of the said 8.473 acre tract.

Tract 2, North 54°11'37" East 143.42 feet with the West line of the said 1.7264 acre tract and said Lot 1 bearing North 48°31'00" West 391.72 feet, an arc distance of 394.95 feet to a 1/8 inch steel rod found in the West line of the said 1.7264 acre tract for the Southwest corner of said Lot 1 and the herein described tract, said point also being the most Southerly East line of the aforesaid 8.473 acre tract.

Tract 2, in a Northwesterly direction with said curve to the right having a radius of 809.93 feet (chord bearing North 48°31'00" West 391.72 feet), an arc distance of 394.95 feet to a 1/8 inch steel rod found in the West line of the said 1.7264 acre tract for the Southwest corner of said Lot 1 and the herein described tract, said point also being in a non-tangent curve to the right having a radius of 389.93 feet and a central angle of 25°25'41".

Tract 2, South 53°22'14" West 10.94 feet with the said cut-back line to a 1/8 inch steel rod set in the North line of said State Highway NASA 1 for the Southwest corner of the herein described tract, said point bearing North 48°31'00" West 391.72 feet, an arc distance of 394.95 feet to a 1/8 inch steel rod set in the Northwest line of a cut-back line for State Highway NASA 1, variable width right-of-way, Texas as described in deed recorded under County Clerk's File No. R179979 of the said 8.473 acre tract.

Tract 2, South 08°57'07" West 310.23 feet with the West line of said Eham Road to a 1/8 inch steel rod set in the Northwest line of a cut-back line for State Highway NASA 1, variable width right-of-way, Texas as described in deed recorded under County Clerk's File No. U727179 of the said 8.473 acre tract.

Tract 2, North 81°22'57" West 10.00 feet from the Northeast corner of the said 1.7264 acre tract and the most Northerly South line of the said 8.473 acre tract of Eham Road, based on a 40.00 foot right-of-way, North 81°22'57" West 10.00 feet from the Northeast corner of the said 1.7264 acre tract and the most Northerly South line of the said 8.473 acre tract.

Tract 2, North 81°22'57" West 10.00 feet from the Northeast corner of the said 1.7264 acre tract and the most Northerly South line of the said 8.473 acre tract of Eham Road, based on a 40.00 foot right-of-way, North 81°22'57" West 10.00 feet from the Northeast corner of the said 1.7264 acre tract and the most Northerly South line of the said 8.473 acre tract.

Tract 1: (Fee Simple Estate)

Property Description

1.6561 acres of land out of Lot 1 of Hampton Inn - Seabrook, Texas, a subdivision of Harris County, Texas, according to a map or plat thereof recorded under Film Code No. S28172 of the Map Records of Harris County, Texas; said 1.6561 acre tract of land being more particularly described by metes and bounds as follows:

Tract 1: (Fee Simple Estate) 1.6561 acres of land out of Lot 1 of Hampton Inn - Seabrook, Texas, a subdivision of Harris County, Texas, according to a map or plat thereof recorded under Film Code No. S28172 of the Map Records of Harris County, Texas; said 1.6561 acre tract of land being more particularly described by metes and bounds as follows:

Tract 1: (Fee Simple Estate) 1.6561 acres of land out of Lot 1 of Hampton Inn - Seabrook, Texas, a subdivision of Harris County, Texas, according to a map or plat thereof recorded under Film Code No. S28172 of the Map Records of Harris County, Texas; said 1.6561 acre tract of land being more particularly described by metes and bounds as follows:



RECORDED

AFTER FILING RETURN TO:
EDWARD HEARN
LANDAMERICA NCS
5847 SAN FELIPE, SUITE 4000
HOUSTON, TEXAS 77057

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

HARRIS COUNTY CLERK
COUNTY CLERK
HARRIS COUNTY, TEXAS

Emily B. ...



JAN - 4 2006

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY REQUIRE OF COURT OR JUDGE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
COUNTY OF HARRIS
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN THE PUBLIC RECORDS ON THE DATE AND AT THE TIME STAMPED HEREON BY ME, AND WAS DULY RECORDED, IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS ON

Emily B. ...
COUNTY CLERK
HARRIS COUNTY, TEXAS

2006 JAN -4 PM 3:19

FILED

MP 015-22-0845

1. Terms, conditions and stipulations contained in Agreement for Ingress and Egress, recorded under Harris County Clerk's File No(s). 1640263 and Amendment to Agreement for Ingress and Egress recorded under Harris County Clerk's File No. J825459.
2. Sanitary sewer easement granted to the City of Seabrook as set forth in instrument recorded under Harris County Clerk's File No(s). P765642 and as shown on map recorded under Film Code No. 528172 of the Map Records of Harris County, Texas.
3. Building set back line 25 feet in width adjacent to Nasa Road One as shown on map recorded under Film Code No. 528172 of the Map Records of Harris County, Texas.
4. Dedication of the easterly 3,067 square feet of subject property to the public for right of way purposes as shown on map recorded under Film Code No. 528172 of the Map Records of Harris County, Texas.
5. Drainage easement 25 feet in width on each side of any and all natural drainage courses shown on map recorded under Film Code No. 528172 of the Map Records of Harris County, Texas.
6. Easement 10 feet in width along the northerly property line of subject property together with an aerial easement adjoining thereto granted to CenterPoint Energy Houston Electric LLC and CenterPoint Energy Houston as set forth in instrument recorded under Harris County Clerk's File No. W723833.

EXHIBIT "B"

**CITY OF SEABROOK
RESOLUTION NO. 2016-18**

ADOPTION OF THE CITY'S INVESTMENT POLICY

A RESOLUTION ADOPTING THE INVESTMENT POLICY FOR THE CITY OF SEABROOK IN ACCORDANCE WITH STATE LAW AND THE PUBLIC FUNDS INVESTMENT ACT (PFIA).

WHEREAS, the City of Seabrook's Investment Policy has been approved each year as part of its Budget; and

WHEREAS, the PFIA requires each City to adopt its Investment Policy as a separate document; and

WHEREAS, the PFIA requires an annual review, now, therefore

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

That the City of Seabrook hereby formally adopts an Investment Policy as shown on Exhibit A which is hereby attached and made part of this resolution.

AND IT IS SO ORDERED

PASSED, APPROVED AND ADOPTED THIS 20th DAY OF SEPTEMBER, 2016.

Glenn Royal, Mayor

ATTEST:

Robin Hicks, TMCA
City Secretary

City of Seabrook Investment Policy

1. POLICY

It is the policy of the City of Seabrook (the “City”) to invest public funds in a manner which will preserve the principal and maintain liquidity through limitations and diversification seeking the highest investment return with the maximum security while meeting the daily cash flow demands of the City and conforming to all state and local statutes governing the investment of public funds.

2. PURPOSE

The purpose of this investment policy is to comply with all the statutes governing the investment of the City’s funds and Chapter 2256 of the Government Code (“Public Funds Investment Act”) which requires the City to adopt a written investment policy regarding the investment of its funds and funds under its control. The policy addresses the methods, procedures and practices that must be exercised to ensure effective and judicious fiscal management of the City’s funds.

3. SCOPE

This investment policy applies to all financial assets of the City of Seabrook. These funds are accounted for in the City of Seabrook’s Comprehensive Annual Financial Report and include:

- General Fund
- Special Revenue Funds
- Capital Project Funds
- Enterprise Funds
- Debt Service Fund
- Any new fund created by the City, unless specifically exempted from this Policy by the City Council or by law.

The City may consolidate cash balances from various funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

4. INVESTMENT STRATEGY BY FUND TYPE

- **Operating Funds:** Operating funds will have as their primary objective to assure that anticipated daily cash requirements are matched with adequate investment liquidity. The secondary objective is to create a portfolio that will minimize volatility during changing economic cycles. There should also be a marketability of the investment if the need arises to liquidate the investment before maturity.
- **Debt Service Funds:** Investment strategies for debt service funds shall have as their primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Securities purchased shall not have a stated final maturity which exceeds the debt service payment date or funds shall be maintained in an investment pool to be available for debt service payments.

- **Capital Project and Special Purpose Funds:** These funds will have as their primary objective to assure that anticipated cash outflows are matched with adequate investment liquidity. These portfolios should have liquid securities to allow for unanticipated project expenditures or accelerated project outlays due to a better than expected or changed construction schedule. The stated final maturity dates of securities held should not exceed the estimated project completion date.

5. **PRUDENCE**

Investments shall be made with judgment and care-under circumstances then prevailing-which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable income to be derived.

- The standard of prudence to be used by investment officials shall be the “Prudent person” standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.
- The Investment Officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific investment’s credit risk or market price changes, provided that these deviations are reported immediately and the appropriate action is taken to control adverse developments.

6. **OBJECTIVE**

The primary objectives, in priority order of the City of Seabrook’s investment activities shall be:

- **Safety:** Safety of principal is the foremost objective of the investment program. Investments of the City of Seabrook shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.
- **Liquidity:** The City of Seabrook’s investment portfolio will remain sufficiently liquid to enable the City of Seabrook to meet all operating requirements which might be reasonably anticipated.
- **Public Trust:** All participants in the investment process shall seek to act responsibly as custodians of the public trust. Investment Officials shall avoid any transaction that might impair public confidence in the City's ability to govern effectively. The governing body recognizes that in a diversified portfolio, occasional measured losses due to market volatility are inevitable, and must be considered within the context of the overall portfolio's investment return, provided that adequate diversification has been implemented.
- **Return of Investment:** The City of Seabrook’s investment portfolio shall be designed with the objective of attaining a rate of return throughout the budgetary and economic cycles, commensurate with the City of Seabrook’s investment risk constraints and the cash flow characteristics of the portfolio.

7. DELEGATION OF AUTHORITY

Authority to manage the City of Seabrook's investment program is derived from the following: Ordinances, Resolutions and other acts of Council. Management responsibility for the investment program is hereby delegated to the Investment Officer, who shall establish written procedures for the operation of the investment program consistent with this policy.

8. TRAINING

Investment Officers shall attend at least one investment training session within 12 months after taking office or assuming duties, and shall attend an investment training session not less than once in a two-year period and receive not less than 8 hours of instruction relating to investment responsibilities from an independent source to insure the quality and capability of investment management in compliance with Public Funds Investment Act. For the purposes of this policy, an "independent source" is defined as a professional organization, an institute of higher learning or any other sponsor other than a Business Organization with whom the City may engage in investment transactions. Independent sources that may provide investment training include the Government Treasurer's Organization of Texas, the University of North Texas, the Government Finance Officers Association of Texas, or the Texas Municipal League. Training shall be in accordance with the Public Funds Investment Act and shall include education in investment controls, security risks, market risks, and compliance with statutes governing the investment of public funds. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer. The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials. The Finance Director is the designated Investment Officer.

9. ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Council any material financial interests in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial or investment positions that could be related to the performance of the City of Seabrook, particularly with regard to the time of purchases and sales.

10. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

The Finance Officer will maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness who are authorized by the State of Texas. They may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule). No public deposit shall be made except in a qualified public depository as established by state laws.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Finance Officer with the following: audited financial statements, proof of National Association of Security Dealers certification, trading resolution, proof of state registration and certification of having read the City of Seabrook's investment policy and depository contracts.

An annual review of financial condition and registrations of qualified bidders will be conducted by the Finance Officer.

A current audited financial statement is required to be on file for each financial institution and broker/dealer in which the City of Seabrook invests.

11. AUTHORIZED AND SUITABLE INVESTMENTS

The City of Seabrook is empowered by statute to invest in the following types of securities:

- U.S. Treasury Bills, Notes or Bonds, and other securities which are guaranteed as to principal and interest by the full faith and credit of the State of Texas or the United States of America or their respective agencies and instrumentalities.
- Collateralized or fully insured certificates of deposit and/or approved savings instruments at FDIC insured banks in the State of Texas, consistent with the City's current bank depository agreement.
- Repurchase agreements, if secured by U.S. Treasury Bills, Notes or Bonds
- Public Funds Investment Pool as set forth under the Interlocal Corporation Act, Article 4413 (34C).

12. PROCUREMENT

Authorized investments may be made only after competitive bids are solicited from at least three sources, with the exception of a) transactions with local government investment pools, and b) treasury and agency securities purchased at issue through an approved broker/dealer or financial institution.

13. MONITORING

Monitoring shall be conducted quarterly when investment reports are compiled to ensure investments are in compliance with credit rating requirements according to PFIA and the liquidation of such investments if the minimum rating during this period is not satisfied.

Affected obligations under "Authorized and Suitable Investments" in this policy and their minimum rating requirements are:

- **Investment Pools:** Rated not less than AAA or an equivalent rating by at least one nationally recognized rating service.

14. COLLATERALIZATION

Collateralization will be required on three types of investments: certificates of deposit, other approved savings instruments at an FDIC insured bank and repurchase (and reverse) agreements. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest.

The City of Seabrook chooses to limit collateral to the following:

- Obligations of the United States or its agencies and instrumentalities;
- Direct obligations of the State of Texas or its agencies;
- Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by the State of Texas or the United States;
- Obligations of states, agencies, counties, cities and other political subdivisions of any state having been rated as investment quality by nationally recognized investment rating firms and having received a rating of not less than "A" or its equivalent.

- Certificates of deposit issued by state and national banks domiciled in this state that are:
 - Guaranteed or insured by the Federal Deposit Insurance Corporation or its successor; or
 - Secured by obligations that are described by subdivisions A-D of this subsection, which are intended to include all direct agency or instrumentality issued mortgage-backed securities rated “AAA” by a nationally recognized rating agency and that have a market value of not less than the principal amount of the certificate;
- Fully collateralized direct repurchase agreements having a defined termination date, secured by obligations described in subdivision 1 of this subsection, pledged with a third party selected or approved by the City of Seabrook and placed through a primary government securities dealer, as defined by the Federal Reserve, or a bank domiciled in this state;
- Certificates of deposit issued by savings and loan associations domiciled in this state that are:
 - Guaranteed or insured by the Federal Savings and Loan Insurance Corporation or its successor; or
 - Secured by obligations that are described by subdivisions A-D of this subsection which are intended to include all direct federal agencies or instrumentality issued mortgage-backed securities that have a market value of not less than the principal amount of the certificates; and
- Such other investments as may be authorized by Texas Revised Civil Statutes, article 842a -2, as amended.

15. SAFEKEEPING AND CUSTODY

All security transactions including collateral for repurchase agreements, entered into by the City of Seabrook shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by a third party custodian designated by the Finance Director and evidenced by safekeeping receipts.

16. DIVERSIFICATION

The City of Seabrook will diversify its investments by security type and institution. With the exception of U.S. Treasury securities and authorized pools, no more than 50% of the City’s total investment portfolio will be invested in a single security type or with a single financial institution. The City may invest up to 100% of its investment portfolio in U.S. Treasury securities, CD’s and authorized investment pools.

17. MAXIMUM MATURITIES

To the extent possible, the City of Seabrook will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than two (2) years from the date of purchase. However, the City may collateralize its repurchase agreements using longer dated investments not to exceed five (5) years to maturity.

Reserve funds may be invested in securities exceeding two (2) years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds.

18. INTERNAL CONTROL

The Finance Officer shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees or Investment Officers of the City. Controls and managerial emphasis deemed most important that shall be employed where practical are:

- Control of collusion.
- Separation of duties.
- Separation of transaction authority from accounting and record keeping.
- Custodian safekeeping receipts records management.
- Avoidance of physical delivery securities.
- Clear delegation of authority.
- Documentation on investment bidding events.
- Written confirmation of telephone transactions.
- Reconciliation and comparisons of security receipts with the investment subsidiary records.
- Compliance with investment policies.
- Accurate and timely reports.
- Validation of investment maturity decisions with supporting cash flow data.
- Adequate training and development of Investment Officers.
- Verification of all interest income and security purchase as sell computations.
- Review of financial condition of all brokers, dealers and depository institutions.
- Staying informed about market conditions, changes, and trends that require adjustments in investment strategies.

19. PERFORMANCE STANDARD

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs.

20. PERFORMANCE BENCHMARK

The City of Seabrook's investment strategy is passive. Given this strategy, the basis used by the Finance Officer to determine whether market yields are being achieved, shall be by the (e.g. six-month U.S. Treasury Bill and the average Fed Funds rate.)

21. REPORTING

The Director of Finance is charged with the responsibility of submitting to City Council a report no less than quarterly detailing the investment activity and returns for all funds and investments.

Reports will:

- Describe in detail the investment position of the entity on the date of the report;
- Be prepared and signed by all investment officers of the entity;
- Contain a summary statement of each pooled fund group that states the beginning and ending market value for the reporting period and fully accrued interest.
- State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
- State the maturity date of each separately invested asset that has a maturity date;

- State the account or fund or pooled group fund in the state agency or local government for which each individual investment was acquired; and
- State the compliance of the investment portfolio as it relates to the investment strategy stated in the City's investment policy and relevant provisions of the Public Funds Investment Act.

CLEMC REPORT
Seabrook Stats Report AUG16

| | |
|-------------------------|----|
| | |
| Allergic Reaction | 0 |
| Assist by EMS | 0 |
| Attempted Suicide | 2 |
| Breathing problems | 4 |
| Choking | 0 |
| CPR | 1 |
| CVA | 2 |
| Death Investigation | 1 |
| Diabetic | 1 |
| Drowning | 0 |
| Heart problems/pain | 5 |
| Injured person | 22 |
| Motor Vehicle Incidents | 7 |
| Medical Alert Alarm | 0 |
| OB Baby Call | 0 |
| Overdose | 1 |
| Seizure | 1 |
| Sick Call | 28 |
| Trauma Gunshot/Stabbing | 0 |
| fire stand-by | 0 |
| Unconscious | 1 |
| Total | 76 |

Response Time

8 Min 21 Sec

Seabrook

City of Seabrook Monthly Statistics

Alarm Date Between {08/01/2016} And
{08/31/2016} and District = "1 "

| Incident Type | Count | Pct of Incidents | Total Est Loss | Pct of Losses |
|--|-----------|------------------|----------------|---------------|
| 3 Rescue & Emergency Medical Service Incident | | | | |
| 311 Medical assist, assist EMS crew | 25 | 56.82% | \$0 | 0.00% |
| 352 Extrication of victim(s) from vehicle | 1 | 2.27% | \$0 | 0.00% |
| 365 Watercraft rescue | 2 | 4.55% | \$0 | 0.00% |
| | 28 | 63.64% | \$0 | 0.00% |
| 4 Hazardous Condition (No Fire) | | | | |
| 411 Gasoline or other flammable liquid spill | 2 | 4.55% | \$0 | 0.00% |
| 440 Electrical wiring/equipment problem, Other | 1 | 2.27% | \$0 | 0.00% |
| | 3 | 6.82% | \$0 | 0.00% |
| 5 Service Call | | | | |
| 510 Person in distress, Other | 2 | 4.55% | \$0 | 0.00% |
| 5312 Smoke or odor problem | 2 | 4.55% | \$0 | 0.00% |
| | 4 | 9.09% | \$0 | 0.00% |
| 6 Good Intent Call | | | | |
| 611 Dispatched & cancelled en route | 3 | 6.82% | \$0 | 0.00% |
| 6111 Dispatched & cancelled en route to automatic alarm | 1 | 2.27% | \$0 | 0.00% |
| | 4 | 9.09% | \$0 | 0.00% |
| 7 False Alarm & False Call | | | | |
| 700 False alarm or false call, Other | 1 | 2.27% | \$0 | 0.00% |
| 740 Unintentional transmission of alarm, Other | 1 | 2.27% | \$0 | 0.00% |
| 744 Detector activation, no fire - unintentional | 1 | 2.27% | \$0 | 0.00% |
| 745 Alarm system activation, no fire - unintentional | 2 | 4.55% | \$0 | 0.00% |
| | 5 | 11.36% | \$0 | 0.00% |

Total Incident Count: 44

Total Est Loss:

\$0

Seabrook

City of Seabrook Monthly Statistics

Alarm Date Between {08/01/2016} And {08/31/2016}
and District = "1 "

| | | | |
|------------------------------|----|--------------------------------------|-----|
| Total Number of Incidents | 44 | Total Number of Responding Personnel | 256 |
| Average Turnout per Incident | 6 | | |

Seabrook

City of Seabrook Monthly Statistics

Alarm Date Between {08/01/2016} And {08/31/2016}
and District = "1"

1 Seabrook

| Incident | Alarm Date & Time | Arrival Date & Time | Stn | Shift | Response Time |
|---|---------------------|---------------------|-----|-------|-----------------|
| 311 Medical assist, assist EMS crew | | | | | |
| 16-0160430 | 08/01/2016 02:29:50 | 08/01/2016 02:35:28 | 1 | 3 | 00:05:38 |
| 16-0160431 | 08/01/2016 13:18:27 | 08/01/2016 13:19:33 | 1 | 1 | 00:01:06 |
| 16-0160436 | 08/03/2016 19:16:10 | 08/03/2016 19:20:56 | 1 | 2 | 00:04:46 |
| 16-0160438 | 08/04/2016 23:14:15 | 08/04/2016 23:19:13 | 1 | 3 | 00:04:58 |
| 16-0160440 | 08/05/2016 15:08:13 | 08/05/2016 15:12:20 | 1 | 2 | 00:04:07 |
| 16-0160443 | 08/08/2016 06:39:52 | 08/08/2016 06:45:53 | 1 | 3 | 00:06:01 |
| 16-0160445 | 08/10/2016 12:34:00 | 08/10/2016 12:34:00 | 1 | 1 | 00:00:00 |
| 16-0160446 | 08/10/2016 13:23:58 | 08/10/2016 13:30:39 | 1 | 1 | 00:06:41 |
| 16-0160447 | 08/11/2016 17:10:34 | 08/11/2016 17:13:44 | 1 | 2 | 00:03:10 |
| 16-0160451 | 08/14/2016 16:44:46 | 08/14/2016 16:48:30 | 1 | 2 | 00:03:44 |
| 16-0160452 | 08/15/2016 09:53:45 | 08/15/2016 09:56:03 | 1 | 1 | 00:02:18 |
| 16-0160454 | 08/17/2016 10:31:00 | 08/17/2016 10:35:00 | 1 | 1 | 00:04:00 |
| 16-0160455 | 08/17/2016 11:02:13 | 08/17/2016 11:07:28 | 1 | 1 | 00:05:15 |
| 16-0160456 | 08/17/2016 23:10:30 | 08/17/2016 23:13:53 | 1 | 3 | 00:03:23 |
| 16-0160462 | 08/19/2016 20:51:34 | 08/19/2016 20:52:39 | 1 | 2 | 00:01:05 |
| 16-0160463 | 08/19/2016 21:38:56 | 08/19/2016 21:39:56 | 1 | 2 | 00:01:00 |
| 16-0160466 | 08/20/2016 22:59:16 | 08/20/2016 23:01:08 | 1 | 2 | 00:01:52 |
| 16-0160467 | 08/21/2016 10:20:29 | 08/21/2016 10:25:33 | 1 | 1 | 00:05:04 |
| 16-0160468 | 08/21/2016 10:38:42 | 08/21/2016 10:41:00 | 1 | 1 | 00:02:18 |
| 16-0160469 | 08/23/2016 03:21:16 | 08/23/2016 03:26:27 | 1 | 3 | 00:05:11 |
| 16-0160472 | 08/24/2016 18:27:46 | 08/24/2016 18:33:40 | 1 | 2 | 00:05:54 |
| 16-0160474 | 08/26/2016 18:17:39 | 08/26/2016 18:21:32 | 1 | 2 | 00:03:53 |
| 16-0160479 | 08/30/2016 13:57:51 | 08/30/2016 13:57:55 | 1 | 1 | 00:00:04 |
| 16-0160480 | 08/30/2016 17:32:34 | 08/30/2016 17:39:24 | 1 | 2 | 00:06:50 |
| 16-0160481 | 08/31/2016 09:54:34 | 08/31/2016 09:57:41 | 1 | 1 | 00:03:07 |
| Average Response Time for District/Incident Type | | | | | 00:03:39 |
| 352 Extrication of victim(s) from vehicle | | | | | |
| 16-0160461 | 08/19/2016 20:22:09 | 08/19/2016 20:22:45 | 1 | 2 | 00:00:36 |
| Average Response Time for District/Incident Type | | | | | 00:00:36 |
| 365 Watercraft rescue | | | | | |
| 16-0160449 | 08/12/2016 17:08:07 | 08/12/2016 17:12:19 | 1 | 2 | 00:04:12 |
| 16-0160476 | 08/28/2016 17:09:45 | 08/28/2016 17:15:32 | 1 | 2 | 00:05:47 |
| Average Response Time for District/Incident Type | | | | | 00:04:60 |
| 411 Gasoline or other flammable liquid spill | | | | | |
| 16-0160464 | 08/20/2016 13:08:07 | 08/20/2016 13:12:04 | 1 | 1 | 00:03:57 |
| 16-0160465 | 08/20/2016 22:16:12 | 08/20/2016 22:20:00 | 1 | 2 | 00:03:48 |
| Average Response Time for District/Incident Type | | | | | 00:03:53 |
| 440 Electrical wiring/equipment problem, Other | | | | | |
| 16-0160475 | 08/27/2016 04:31:02 | 08/27/2016 04:36:06 | 1 | 3 | 00:05:04 |
| Average Response Time for District/Incident Type | | | | | 00:05:04 |

Seabrook

City of Seabrook Monthly Statistics

Alarm Date Between {08/01/2016} And {08/31/2016}
and District = "1 "

1 Seabrook

| Incident | Alarm Date & Time | Arrival Date & Time | Stn | Shift | Response Time |
|---|---------------------|---------------------|-----|-------|---------------|
| 510 Person in distress, Other | | | | | |
| 16-0160450 | 08/13/2016 18:28:41 | 08/13/2016 18:38:31 | 1 | 2 | 00:09:50 |
| 16-0160473 | 08/25/2016 12:48:23 | 08/25/2016 12:53:32 | 1 | 1 | 00:05:09 |
| Average Response Time for District/Incident Type | | | | | 00:07:30 |
| 5312 Smoke or odor problem | | | | | |
| 16-0160432 | 08/02/2016 09:23:20 | 08/02/2016 09:28:14 | 1 | 1 | 00:04:54 |
| 16-0160441 | 08/07/2016 07:53:37 | 08/07/2016 08:01:28 | 1 | 1 | 00:07:51 |
| Average Response Time for District/Incident Type | | | | | 00:06:23 |
| 611 Dispatched & cancelled en route | | | | | |
| 16-0160433 | 08/02/2016 10:28:26 | 08/02/2016 10:30:00 | 1 | 1 | 00:01:34 |
| Average Response Time for District/Incident Type | | | | | 00:01:34 |
| 700 False alarm or false call, Other | | | | | |
| 16-0160442 | 08/07/2016 17:54:15 | 08/07/2016 17:58:32 | 1 | 2 | 00:04:17 |
| Average Response Time for District/Incident Type | | | | | 00:04:17 |
| 740 Unintentional transmission of alarm, Other | | | | | |
| 16-0160477 | 08/28/2016 23:56:38 | 08/29/2016 00:01:48 | 1 | 3 | 00:05:10 |
| Average Response Time for District/Incident Type | | | | | 00:05:10 |
| 744 Detector activation, no fire - unintentional | | | | | |
| 16-0160435 | 08/03/2016 14:55:02 | 08/03/2016 15:03:31 | 1 | 1 | 00:08:29 |
| Average Response Time for District/Incident Type | | | | | 00:08:29 |
| 745 Alarm system activation, no fire - unintentional | | | | | |
| 16-0160439 | 08/05/2016 14:12:49 | 08/05/2016 14:16:00 | 1 | 1 | 00:03:11 |
| 16-0160478 | 08/29/2016 08:18:33 | 08/29/2016 08:23:49 | 1 | 1 | 00:05:16 |
| Average Response Time for District/Incident Type | | | | | 00:04:14 |
| Overall Average Response Time for District 00:04:10 | | | | | |

Total Incident Count: 41

Overall Average Response Time: 00:04:10



Seabrook Police Department

(FISCAL YEAR)

City Wide STAAC Report

Strategic, Tactical & Administrative Analysis of Crime

Actual Month/Year: August/2016

- CATEGORY SUB-TOTALS
- UCR SUB-TOTALS
- UCR TOTALS
- UCR GRAND TOTALS

City Wide Summary of Calls for Service, Reported UCR Crime, Arrests, Field Investigations, Accidents, Citations, Stolen/Rec. Property

| Summary of Calls for Service | August | | | Year To Date | | |
|------------------------------|------------|------------|--------------|--------------|--------------|--------------|
| | 2015 | 2016 | % Change | 2015 | 2016 | % Change |
| Officer Initiated | 158 | 171 | 8.23 | 1,356 | 1,790 | 32.01 |
| Citizen Initiated | 459 | 520 | 13.29 | 3,953 | 4,879 | 23.43 |
| Grand Totals: | 617 | 691 | 11.99 | 5,309 | 6,669 | 25.62 |

City Wide UCR Summary Offense Data

| | | | | | | |
|------------------------------|-----------|-----------|---------------|------------|------------|--------------|
| Part I Violent Crime | 2 | 2 | 0.00 | 11 | 16 | 45.45 |
| Part I Property Crime | 13 | 33 | 153.85 | 126 | 185 | 46.83 |
| Part II (All Other Offenses) | 34 | 63 | 85.29 | 364 | 520 | 42.86 |
| Grand Totals: | 49 | 98 | 100.00 | 501 | 721 | 43.91 |

City Wide UCR Crimes Assigned to Investigations

| | | | | | | |
|------------------------------|-----------|-----------|--------------|------------|------------|--------------|
| Part I Violent Crime | 2 | 1 | -50.00 | 10 | 17 | 70.00 |
| Part I Property Crime | 13 | 24 | 84.62 | 110 | 174 | 58.18 |
| Part II (All Other Offenses) | 30 | 60 | 100.00 | 299 | 529 | 76.92 |
| Grand Totals: | 45 | 85 | 88.89 | 419 | 720 | 71.84 |

City Wide UCR Crimes Cleared by Investigations

| | | | | | | |
|------------------------------|-----------|-----------|-------------|------------|------------|--------------|
| Part I Violent Crime | 1 | 1 | 0.00 | 6 | 14 | 133.33 |
| Part I Property Crime | 6 | 3 | -50.00 | 36 | 44 | 22.22 |
| Part II (All Other Offenses) | 25 | 29 | 16.00 | 227 | 403 | 77.53 |
| Grand Totals: | 32 | 33 | 3.13 | 269 | 461 | 71.38 |

City Wide UCR Summary Arrest Data

Total Adult Arrests

| | | | | | | |
|-------------------------------------|-----------|-----------|--------------|------------|--------------|--------------|
| Part I Violent Crime Arrest | 0 | 0 | NC* | 3 | 9 | 200.00 |
| Part I Property Crime Arrest | 1 | 2 | 100.00 | 9 | 15 | 66.67 |
| Part II (All Other Offenses) Arrest | 76 | 89 | 17.11 | 664 | 998 | 50.30 |
| Grand Totals: | 77 | 91 | 18.18 | 676 | 1,022 | 51.18 |

Total Juvenile Arrests

| | | | | | | |
|------------------------------|----------|----------|------------|----------|----------|------------|
| Part I Property Crime Arrest | 0 | 0 | NC* | 0 | 1 | NC* |
| Grand Totals: | 0 | 0 | NC* | 0 | 1 | NC* |

Total Arrests

| | | | | | | |
|-------------------------------------|-----------|-----------|--------------|------------|--------------|--------------|
| Part I Violent Crime Arrest | 0 | 0 | NC* | 3 | 9 | 200.00 |
| Part I Property Crime Arrest | 1 | 2 | 100.00 | 9 | 16 | 77.78 |
| Part II (All Other Offenses) Arrest | 76 | 89 | 17.11 | 664 | 998 | 50.30 |
| Grand Totals: | 77 | 91 | 18.18 | 676 | 1,023 | 51.33 |

City Wide Misc. RMS Summary Data

| | August | | | Year To Date | | |
|------------------------|-------------|-------------|----------|--------------|--------------|----------|
| | 2015 | 2016 | % Change | 2015 | 2016 | % Change |
| Field Contacts | 0 | 0 | NC* | 4 | 0 | -100.00 |
| Stolen Property | \$61,502.26 | \$62,403.46 | 1.47 | \$398,570.85 | \$389,452.10 | -2.29 |
| Recovered Property | \$2,790.00 | \$20,750.01 | 643.73 | \$57,776.50 | \$44,412.09 | -23.13 |
| Injury Accidents | 0 | 0 | NC* | 0 | 0 | NC* |
| Total Accident Reports | 0 | 0 | NC* | 0 | 0 | NC* |
| Total Citations | 0 | 0 | NC* | 0 | 0 | NC* |

City Wide Calls for Service

| Selected Calls for Service Categories | August | | | Year to Date | | |
|---------------------------------------|--------|------|----------|--------------|------|----------|
| | 2015 | 2016 | % Change | 2015 | 2016 | % Change |
| All Alarms | 45 | 47 | 4.44 | 422 | 531 | 25.83 |
| False Alarms | 30 | 30 | 0.00 | 300 | 370 | 23.33 |
| Disturbance / Assault | 51 | 42 | -17.65 | 429 | 453 | 5.59 |
| Narcotics Investigation | 1 | 3 | 200.00 | 6 | 16 | 166.67 |
| Disorderly | 0 | 2 | NC* | 8 | 7 | -12.50 |
| Theft | 19 | 36 | 89.47 | 129 | 198 | 53.49 |
| Weapons Related | 2 | 0 | -100.00 | 5 | 7 | 40.00 |
| Traffic Stops | 565 | 419 | -25.84 | 4329 | 5517 | 27.44 |
| Traffic Accidents | 49 | 58 | 18.37 | 393 | 529 | 34.61 |

City Wide Reported Crime Breakdown

Part I Violent Crime

| | | | | | | |
|--|----------|----------|----------------|-----------|-----------|---------------|
| Attempted Rape | 0 | 0 | NC* | 0 | 1 | NC* |
| Rape | 0 | 0 | NC* | 2 | 0 | -100.00 |
| RAPE | 0 | 0 | NC* | 2 | 1 | -50.00 |
| Robbery - Firearm | 0 | 0 | NC* | 2 | 2 | 0.00 |
| Robbery - Knife | 0 | 0 | NC* | 1 | 0 | -100.00 |
| Robbery - Strongarm | 1 | 0 | -100.00 | 3 | 1 | -66.67 |
| ROBBERY | 1 | 0 | -100.00 | 6 | 3 | -50.00 |
| Aggravated Assault with Firearm | 1 | 1 | 0.00 | 1 | 4 | 300.00 |
| Aggravated Assault with Knife | 0 | 1 | NC* | 1 | 3 | 200.00 |
| Aggravated Assault with Other Weapon | 0 | 0 | NC* | 1 | 4 | 300.00 |
| Aggravated Assault with Personal Weapons | 0 | 0 | NC* | 0 | 1 | NC* |
| AGGRAVATED ASSAULT | 1 | 2 | 100.00 | 3 | 12 | 300.00 |
| UCR Totals: | 2 | 2 | 0.00 | 11 | 16 | 45.45 |

Part I Property Crime

| | | | | | | |
|---|-----------|-----------|---------------|------------|------------|---------------|
| Burglary Forcible | 1 | 2 | 100.00 | 17 | 12 | -29.41 |
| Burglary Non-Forcible | 0 | 1 | NC* | 11 | 12 | 9.09 |
| BURGLARY | 1 | 3 | 200.00 | 28 | 24 | -14.29 |
| Theft - Bicycle | 0 | 0 | NC* | 1 | 6 | 500.00 |
| Theft - From Buildings | 0 | 0 | NC* | 1 | 0 | -100.00 |
| Theft - From Coin Operated Machine | 0 | 0 | NC* | 2 | 0 | -100.00 |
| Theft - From Motor Vehicle (Except Parts) | 3 | 15 | 400.00 | 21 | 69 | 228.57 |
| Theft - Motor Vehicle Parts/Accessories | 0 | 0 | NC* | 1 | 2 | 100.00 |
| Theft - Other | 7 | 13 | 85.71 | 58 | 65 | 12.07 |
| Theft - Shoplifting | 0 | 0 | NC* | 1 | 3 | 200.00 |
| LARCENY | 10 | 28 | 180.00 | 85 | 145 | 70.59 |
| Auto | 2 | 2 | 0.00 | 13 | 13 | 0.00 |
| Other Vehicles | 0 | 0 | NC* | 0 | 1 | NC* |
| Truck/Bus | 0 | 0 | NC* | 0 | 2 | NC* |
| THEFT OF MOTOR VEHICLE | 2 | 2 | 0.00 | 13 | 16 | 23.08 |
| UCR Totals: | 13 | 33 | 153.85 | 126 | 185 | 46.83 |

Part II (All Other Offenses)

| | | | | | | |
|--|-----------|-----------|----------------|------------|------------|---------------|
| OTHER ASSAULTS | 6 | 15 | 150.00 | 113 | 124 | 9.73 |
| FORGERY | 0 | 0 | NC* | 7 | 6 | -14.29 |
| FRAUD | 5 | 12 | 140.00 | 34 | 57 | 67.65 |
| STOLEN PROPERTY: Buying, Receiving, Possessing | 0 | 0 | NC* | 0 | 1 | NC* |
| VANDALISM | 1 | 0 | -100.00 | 22 | 35 | 59.09 |
| WEAPONS: Carrying, Possessing, Etc. | 0 | 1 | NC* | 2 | 7 | 250.00 |
| SEX OFFENSE (Except Forcible Rape & Prostitution) | 1 | 2 | 100.00 | 6 | 3 | -50.00 |
| DRUG OFFENSE | 2 | 8 | 300.00 | 35 | 71 | 102.86 |
| OFFENSES AGAINST THE FAMILY & CHILDREN | 0 | 1 | NC* | 2 | 6 | 200.00 |
| DRIVING UNDER THE INFLUENCE | 2 | 4 | 100.00 | 24 | 37 | 54.17 |
| LIQUOR LAWS | 0 | 0 | NC* | 0 | 1 | NC* |
| DRUNKENNESS | 0 | 0 | NC* | 1 | 3 | 200.00 |
| RUNAWAYS (PERSONS UNDER AGE 18) | 0 | 1 | NC* | 2 | 3 | 50.00 |
| ALL OTHER REPORTABLE OFFENSES | 12 | 11 | -8.33 | 52 | 83 | 59.62 |

NON - REPORTABLE OFFENSES

| | | | | | | |
|----------------------|----|----|--------|-----|-----|-------|
| | 5 | 8 | 60.00 | 64 | 83 | 29.69 |
| UCR Totals: | 34 | 63 | 85.29 | 364 | 520 | 42.86 |
| Grand Totals: | 49 | 98 | 100.00 | 501 | 721 | 43.91 |

City Wide Breakdown of Arrests

Part I Violent Crime Arrest

| | | | | | | |
|---------------------|---|---|-----|---|---|---------|
| Robbery - Firearm | 0 | 0 | NC* | 1 | 2 | 100.00 |
| Robbery - Knife | 0 | 0 | NC* | 1 | 0 | -100.00 |
| Robbery - Strongarm | 0 | 0 | NC* | 0 | 1 | NC* |

ROBBERY

| | | | | | | |
|--|---|---|-----|---|---|---------|
| Aggravated Assault with Firearm | 0 | 0 | NC* | 0 | 3 | NC* |
| Aggravated Assault with Knife | 0 | 0 | NC* | 0 | 1 | NC* |
| Aggravated Assault with Other Weapon | 0 | 0 | NC* | 1 | 0 | -100.00 |
| Aggravated Assault with Personal Weapons | 0 | 0 | NC* | 0 | 2 | NC* |

AGGRAVATED ASSAULT

| | | | | | | |
|--------------------|---|---|-----|---|---|--------|
| UCR Totals: | 0 | 0 | NC* | 3 | 9 | 200.00 |
|--------------------|---|---|-----|---|---|--------|

Part I Property Crime Arrest

| | | | | | | |
|-------------------|---|---|-----|---|---|-----|
| Burglary Forcible | 0 | 0 | NC* | 0 | 3 | NC* |
|-------------------|---|---|-----|---|---|-----|

BURGLARY

| | | | | | | |
|---|---|---|------|---|---|--------|
| Theft - From Motor Vehicle (Except Parts) | 0 | 0 | NC* | 2 | 1 | -50.00 |
| Theft - Other | 1 | 1 | 0.00 | 6 | 4 | -33.33 |
| Theft - Shoplifting | 0 | 0 | NC* | 1 | 3 | 200.00 |

LARCENY

| | | | | | | |
|----------------|---|---|-----|---|---|-----|
| Auto | 0 | 1 | NC* | 0 | 3 | NC* |
| Other Vehicles | 0 | 0 | NC* | 0 | 1 | NC* |

THEFT OF MOTOR VEHICLE

| | | | | | | |
|--------------------|---|---|--------|---|----|-------|
| UCR Totals: | 1 | 2 | 100.00 | 9 | 15 | 66.67 |
|--------------------|---|---|--------|---|----|-------|

Part II (All Other Offenses) Arrest

| | | | | | | |
|---|----|----|---------|-----|-----|--------|
| OTHER ASSAULTS | 1 | 10 | 900.00 | 59 | 80 | 35.59 |
| FORGERY | 0 | 0 | NC* | 2 | 1 | -50.00 |
| FRAUD | 0 | 0 | NC* | 0 | 2 | NC* |
| STOLEN PROPERTY: Buying, Receiving, Possessing | 0 | 0 | NC* | 0 | 1 | NC* |
| VANDALISM | 1 | 0 | -100.00 | 7 | 12 | 71.43 |
| WEAPONS: Carrying, Possessing, Etc. | 0 | 1 | NC* | 0 | 9 | NC* |
| DRUG OFFENSE | 2 | 9 | 350.00 | 37 | 78 | 110.81 |
| OFFENSES AGAINST THE FAMILY & CHILDREN | 0 | 0 | NC* | 0 | 1 | NC* |
| DRIVING UNDER THE INFLUENCE | 2 | 3 | 50.00 | 24 | 35 | 45.83 |
| LIQUOR LAWS | 6 | 2 | -66.67 | 17 | 10 | -41.18 |
| DRUNKENNESS | 22 | 25 | 13.64 | 156 | 221 | 41.67 |
| DISORDERLY CONDUCT | 0 | 0 | NC* | 21 | 12 | -42.86 |
| ALL OTHER REPORTABLE OFFENSES | 19 | 20 | 5.26 | 169 | 243 | 43.79 |
| NON - REPORTABLE OFFENSES | 23 | 19 | -17.39 | 172 | 293 | 70.35 |

| | | | | | | |
|--------------------|----|----|-------|-----|-----|-------|
| UCR Totals: | 76 | 89 | 17.11 | 664 | 998 | 50.30 |
|--------------------|----|----|-------|-----|-----|-------|

| | | | | | | |
|----------------------|----|----|-------|-----|-------|-------|
| Grand Totals: | 77 | 91 | 18.18 | 676 | 1,022 | 51.18 |
|----------------------|----|----|-------|-----|-------|-------|

City Wide Breakdown of Juvenile Arrests

Part I Property Crime Arrest

| | | | | | | |
|---------------|---|---|-----|---|---|-----|
| Theft - Other | 0 | 0 | NC* | 0 | 1 | NC* |
|---------------|---|---|-----|---|---|-----|

LARCENY

| | | | | | | |
|--------------------|---|---|-----|---|---|-----|
| UCR Totals: | 0 | 0 | NC* | 0 | 1 | NC* |
|--------------------|---|---|-----|---|---|-----|

| | | | | | | |
|----------------------|---|---|-----|---|---|-----|
| Grand Totals: | 0 | 0 | NC* | 0 | 1 | NC* |
|----------------------|---|---|-----|---|---|-----|

Production Notes

General Information:

- NC* = Non Calculable due to division by zero.
- The STAAC Reports are static reports designed to compile data once each month. Any changes, which may occur in the data after the report has been compiled, will not be included.
- Unfounded cases have been excluded. However, if a case is declared unfounded after the month in which this report is compiled, that change will not be included.
- UCR Hierarchy rules have been applied to the reported crime and arrest data.
- The City Wide report contains records for all calls, cases & arrests, even those with unknown beat/district information. The individual district & beat reports contain only those records which could be verified to that particular beat or district.
- The data for this report is compiled using a Business Objects Crystal Reports.

Call for Service Information:

- Call for Service data was pulled by Create Date.
- The following call types have been excluded from this report: "Call Police", "Court", "DOT", "Follow Up", "Meal Break", "Meet", "Vehicle Service or Repair", "Serving or Obtaining Warrants", "Special Assignment", "Special Investigation", "Test Call", "Training-Law", "Wrecker"
- Citizen Initiated calls are defined as calls where the call source is listed as "911 Call", "Phone", "VoIP Call", "3rd Party Caller" or "Alarm".
- Officer Initiated calls are defined as calls where the call source is listed as "Field Initiated", "Front Desk" or "MDT".
- The categories of All Alarms, Domestic Calls, Drug Violations, Funeral Escorts & Traffic Stops are defined as calls with the specific call type for which the category is named.
- False Alarms are defined as any alarm call with a disposition other than "Report Taken" or "Arrest Made".
- Other Escorts are defined as any type of escort call other than a funeral escort.
- Gun/Shooting Related calls are those with the following call types: "Discharge Gun", "Shooting", and "Gunshots".
- Traffic Accidents are defined as vehicle accident calls with a disposition of "Report Taken". Traffic accident calls with other dispositions are not included.

Reported Crime Information:

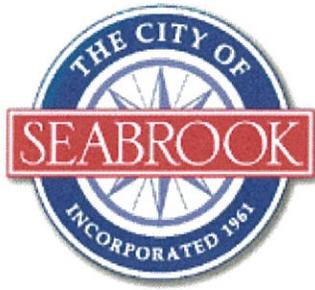
- Case data was pulled by Reported Date.
- UCR Hierarchy rules have been applied.
- Unfounded cases have been excluded. However, if a case is declared unfounded after the month in which this report is compiled, that change will not be included.
- Part I Violent Crime includes murder, rape, robbery & aggravated assault.
- Part I Property Crime includes burglary, larceny, motor vehicle theft & arson.
- Part II Crime is defined as any reported offense not included in the Part I categories above.
- Drug Violations include only reported offenses specifically entered as drug violations.

Arrest Information:

- Arrest data was pulled by the Arrest Date.
- UCR Hierarchy rules have been applied.
- The totals displayed in this section represent a distinct count of arrest numbers after the UCR Hierarchy rule was applied.
- In the OSSI System, all citations, other than traffic offenses, are entered into the system as arrests. These arrest totals include those citation counts. Traffic violations, other than DWI, are not included in this report.
- Part I Violent Crime includes murder, rape, robbery & aggravated assault.
- Part I Property Crime includes burglary, larceny, motor vehicle theft & arson.
- Part II Crime is defined as any reported offense not included in the Part I categories above.
- Drug Violations include only reported offenses specifically entered as drug violations.
- Juvenile Arrests are defined as arrests where the age of the arrestee is less than 17 years of age.

Field Investigations:

- Field Investigations data was pulled by the Contact Date.
- Field Investigations data was pulled directly from RMS.FCMAIN.dbo. This is not a static database. This database contains only records from the OSSI system.



CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: September 20, 2016

Submitter/Requestor: Sean Landis

Presenter: Sean Landis

Description/Subject: Monthly Building Department Report for August 2016.

Purpose/Need: Policy Issue Administrative Issue

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

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

Miscellaneous Comments:

**In the month of August, there was 0 residential permits issued totaling 0.00
No new commercial permits were issued in September.**

Recommended Action:

Attachments:

- Monthly Permitting report page for August
- 2016-2017 Year to Date report
- Code Enforcement and Building Inspection report for August
- Fire Marshal Inspection report for August

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

Finance Officer Review:

Budget Dept/Line Item Number _____

Funding Comments:

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

Suggested Motion:

City Manager Review:

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

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

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

Received and accepted by the City Secretary/Assistant _____

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

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

**Building Department Statistics
August 2016**

| PERMIT TYPES | # ISSUED | VALUATION | FEES PAID |
|----------------------|-----------|-----------------------|-------------------|
| New Residential | 0 | \$0.00 | \$0.00 |
| Building Additions | 13 | \$359,053.00 | \$2,837.50 |
| Swimming Pools | 0 | \$0.00 | \$0.00 |
| New Commercial | 0 | \$0.00 | \$0.00 |
| Commercial Additions | 3 | \$84,200.00 | \$1,277.50 |
| New City | 0 | \$0.00 | \$0.00 |
| City Additions | 0 | \$0.00 | \$0.00 |
| Electrical | 17 | \$103,221.00 | \$744.50 |
| Fill | 0 | \$0.00 | \$0.00 |
| Irrigation | 0 | \$0.00 | \$0.00 |
| Mechanical | 22 | \$150,116.79 | \$2,292.00 |
| Plumbing | 13 | \$644,842.00 | \$977.50 |
| Sign | 0 | \$0.00 | \$0.00 |
| Demolition | 0 | \$0.00 | \$0.00 |
| Fire Alarm/Sprinkler | 0 | \$0.00 | \$0.00 |
| Miscellaneous | 3 | \$53,094.00 | \$540.00 |
| Lien | 0 | \$0.00 | \$0.00 |
| TOTALS | 71 | \$1,394,526.79 | \$8,669.00 |

**Building Department Statistics
Fiscal Year 2015-2016**

| Date | New Residential | | Residential Additions & Pools | | Commercial New & Additions | | City Projects New & Additions | | *Miscellaneous | | Electrical | | Irrigation | | Mechanical | | Plumbing | | Monthly Totals | | Last Year Totals | |
|--------------|-----------------|----------------|-------------------------------|----------------|----------------------------|-----------------|-------------------------------|-----------|----------------|--------------|------------|---------------|------------|-------------|------------|----------------|----------|----------------|----------------|-----------------|------------------|-----------------|
| | # | Valuation | # | Valuation | # | Valuation | # | Valuation | # | Valuation | # | Valuation | # | Valuation | # | Valuation | # | Valuation | # | | # | |
| October | 3 | \$878,253.00 | 5 | \$124,987.00 | 4 | \$38,003.50 | 0 | \$0.00 | 5 | \$91,000.00 | 12 | \$ 40,361.00 | 1 | \$2,400.00 | 14 | \$ 161,836.58 | 7 | \$ 31,450.00 | 51 | \$1,368,291.08 | 52 | \$ 1,875,649.25 |
| November | 1 | \$307,000.00 | 15 | \$296,960.00 | 1 | \$3,000.00 | 0 | \$0.00 | 6 | \$36,200.00 | 18 | \$ 117,556.00 | 2 | \$6,422.00 | 18 | \$ 139,232.75 | 26 | \$ 35,045.21 | 87 | \$941,415.96 | 58 | \$ 1,174,017.38 |
| December | 1 | \$279,900.00 | 13 | \$179,800.00 | 8 | \$218,340.00 | 0 | \$0.00 | 2 | \$8,250.00 | 7 | \$ 25,104.00 | 0 | \$0.00 | 7 | \$ 65,834.00 | 16 | \$ 29,507.21 | 54 | \$806,735.21 | 56 | \$ 1,183,504.55 |
| January | 0 | \$0.00 | 12 | \$165,695.00 | 2 | \$115,200.00 | 0 | \$0.00 | 4 | \$11,900.00 | 5 | \$ 10,926.00 | 0 | \$0.00 | 9 | \$ 84,775.91 | 15 | \$52,545.00 | 47 | \$441,041.91 | 36 | \$ 1,145,896.60 |
| February | 0 | \$0.00 | 11 | \$223,955.70 | 8 | \$509,627.00 | 0 | \$0.00 | 9 | \$31,000.00 | 14 | \$ 63,705.00 | 0 | \$0.00 | 20 | \$ 137,208.00 | 16 | \$ 58,211.00 | 78 | \$1,023,706.70 | 45 | \$ 1,291,282.66 |
| March | 1 | \$583,620.00 | 20 | \$347,984.86 | 7 | \$96,500.00 | 0 | \$0.00 | 7 | \$80,168.00 | 9 | \$ 46,960.00 | 0 | \$0.00 | 7 | \$ 78,381.00 | 18 | \$ 20,982.00 | 69 | \$1,254,595.86 | 58 | \$ 1,538,184.96 |
| April | 3 | \$759,777.31 | 27 | \$344,829.50 | 0 | \$0.00 | 0 | \$0.00 | 13 | \$49,955.00 | 15 | \$ 16,290.00 | 3 | \$23,200.00 | 9 | \$ 78,279.00 | 13 | \$ 30,608.00 | 84 | \$1,502,938.81 | 74 | \$ 1,324,718.50 |
| May | 3 | \$841,231.66 | 10 | \$251,088.75 | 3 | \$14,000.00 | 0 | \$0.00 | 10 | \$144,345.00 | 15 | \$ 128,056.50 | 1 | \$800.00 | 16 | \$ 126,322.00 | 13 | \$ 68,788.00 | 79 | \$1,574,631.91 | 79 | \$ 2,494,938.60 |
| June | 3 | \$771,626.00 | 14 | \$411,696.00 | 2 | \$4,510,000.00 | 0 | \$0.00 | 12 | \$59,550.00 | 13 | \$ 35,708.00 | 0 | \$0.00 | 13 | \$ 120,722.70 | 14 | \$ 34,188.90 | 71 | \$5,943,491.60 | 65 | \$ 4,026,307.50 |
| July | 3 | 735,439.24 | 14 | \$404,519.00 | 4 | \$4,516,510.00 | 0 | \$0.00 | 10 | \$32,550.06 | 15 | \$ 34,320.00 | 2 | \$17,000.00 | 19 | \$ 185,683.00 | 14 | \$ 232,628.00 | 84 | \$6,158,649.30 | 79 | \$ 2,000,839.22 |
| August | 0 | \$0.00 | 13 | \$359,053.00 | 3 | \$84,200.00 | 0 | \$0.00 | 3 | \$53,094.00 | 17 | \$ 103,221.00 | 0 | \$0.00 | 22 | \$ 150,116.79 | 13 | \$ 644,842.00 | 71 | \$1,394,526.79 | 58 | \$ 1,940,194.04 |
| September | | | | | | | | | | | | | | | | | | | | | 64 | \$ 1,125,906.00 |
| Y-T-D TOTALS | 18 | \$5,156,847.21 | 154 | \$3,110,568.81 | 42 | \$10,105,380.50 | 0 | \$0.00 | 81 | \$598,012.06 | 140 | \$622,207.50 | 9 | \$49,822.00 | 154 | \$1,328,391.73 | 165 | \$1,238,795.32 | 696 | \$22,410,025.14 | 724 | \$21,121,439.26 |

| Fees Paid | | Fees Paid | |
|-------------|-------------|---------------|-------------|
| October | \$6,823.98 | April | \$12,322.00 |
| November | \$14,403.07 | May | \$11,300.25 |
| December | \$8,085.50 | June | \$11,434.50 |
| January | \$5,174.00 | July | \$38,112.96 |
| February | \$10,239.50 | August | \$8,669.00 |
| March | \$10,531.50 | September | |
| Y-T-D Total | | \$ 137,096.26 | |

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

| | |
|----------------------------------|-----------|
| New Residential Buildings | 18 |
|----------------------------------|-----------|

| | # | Water Impact Fees | # | Sewer Impact Fees | | # | Water Impact Fees | # | Sewer Impact Fees |
|-------------|---|-------------------|---|-------------------|-----------|-------------|-------------------|-------------|-------------------|
| October | 2 | \$ 1,346.35 | 2 | \$ 595.19 | April | \$ 2,870.31 | \$ 5,483.05 | | |
| November | 2 | \$ 1,788.56 | 2 | \$ 4,039.05 | May | \$ 8,985.87 | \$ 15,296.10 | | |
| December | 3 | \$ 1,788.00 | 2 | \$ 4,039.05 | June | \$ 6,115.56 | \$ 9,814.05 | | |
| January | 0 | \$ - | 0 | \$ - | July | \$ 2,736.56 | \$ 5,093.05 | | |
| February | 0 | \$ - | 0 | \$ - | August | \$ - | \$ - | | |
| March | 7 | \$ 948.00 | 7 | \$ 1,054.00 | September | | | | |
| Y-T-D Total | | | | | 14 | \$26,579.21 | 13 | \$45,413.54 | |

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {08/01/2016} And
{08/31/2016}

TOWE01 Towers of Seabrook (not club house)
 3300 Bayport Blvd (SH 146)
 Seabrook, TX 77586

| Date | Time | Type | Staff Hrs | Fee |
|-----------------------------------|------|----------------------------|-----------|-----|
| 08/18/2016 | | 205 INSPECTION - Follow Up | 0.00 | |
| Total Activities for Occupancy: 1 | | | 0.00 | |

TOWE10 Towers of Seabrook Bldg 05
 3300 Bayport Blvd (SH 146)
 Seabrook, TX 77586

| Date | Time | Type | Staff Hrs | Fee |
|-----------------------------------|------|-----------------------------|-----------|-----|
| 08/11/2016 | | 201 INSPECTION - Final | 0.00 | |
| 08/11/2016 | | 221 INSPECTION - Fire Alarm | 0.00 | |
| Total Activities for Occupancy: 2 | | | 0.00 | |

BAYPORT2124 Tuesday Morning
 2124 Bayport Blvd (SH 146)
 Seabrook, TX 77586

| Date | Time | Type | Staff Hrs | Fee |
|-----------------------------------|------|-------------------------|-----------|-----|
| 08/05/2016 | | 200 INSPECTION - Annual | 0.00 | |
| Total Activities for Occupancy: 1 | | | 0.00 | |

NASA2900#280 Untangled
 2900 Nasa
 Seabrook, TX 77586

| Date | Time | Type | Staff Hrs | Fee |
|-----------------------------------|------|-------------------------|-----------|-----|
| 08/12/2016 | | 200 INSPECTION - Annual | 0.00 | |
| Total Activities for Occupancy: 1 | | | 0.00 | |

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {08/01/2016} And
{08/31/2016}

NASA2900#200 Vacant
2900 Nasa
Seabrook, TX 77586

| Date | Time | Type | Staff Hrs | Fee |
|-----------------------------------|------|---------------------|-----------|-----|
| 08/12/2016 | 200 | INSPECTION - Annual | 0.00 | |
| Total Activities for Occupancy: 1 | | | 0.00 | |

NASA3144 Vacant
3144 Nasa
Seabrook, TX 77586

| Date | Time | Type | Staff Hrs | Fee |
|-----------------------------------|------|---------------------|-----------|-----|
| 08/12/2016 | 200 | INSPECTION - Annual | 0.00 | |
| Total Activities for Occupancy: 1 | | | 0.00 | |

SECOND Vacant
1717 Main ST
Seabrook, TX 77586

| Date | Time | Type | Staff Hrs | Fee |
|-----------------------------------|------|---------------------|-----------|-----|
| 08/05/2016 | 200 | INSPECTION - Annual | 0.00 | |
| Total Activities for Occupancy: 1 | | | 0.00 | |

SECOND1509 Vacant
1509 Main ST
Seabrook, TX 77586

| Date | Time | Type | Staff Hrs | Fee |
|-----------------------------------|------|------------------------|-----------|-----|
| 08/05/2016 | 205 | INSPECTION - Follow Up | 0.00 | |
| Total Activities for Occupancy: 1 | | | 0.00 | |

Seabrook Volunteer Fire Department

Inspections by Occupancy

**Date Completed Between {08/01/2016} And
{08/31/2016}**

BAYPORT1210 Valentine Law Firm
 1210 Bayport Blvd (SH 146)
 Seabrook, TX 77586

| Date | Time | Type | Staff Hrs | Fee |
|--|------|---------------------|-------------|-----|
| 08/26/2016 | 200 | INSPECTION - Annual | 0.00 | |
| Total Activities for Occupancy: 1 | | | 0.00 | |

NASA3134#A Vapor Trend
 3134 Nasa
 Seabrook, TX 77586

| Date | Time | Type | Staff Hrs | Fee |
|--|------|------------------------|-------------|-----|
| 08/12/2016 | 205 | INSPECTION - Follow Up | 0.00 | |
| Total Activities for Occupancy: 1 | | | 0.00 | |

VILL02 Villas By the Sea Gate
 545 Villa DR
 Seabrook, TX 77586

| Date | Time | Type | Staff Hrs | Fee |
|--|------|---------------------|-------------|-----|
| 08/30/2016 | 810 | CONSULTATION - Site | 0.00 | |
| Total Activities for Occupancy: 1 | | | 0.00 | |

WILS01 Wilson, William and Kylie (Residence)
 2602 Loganberry CIR
 Seabrook, TX 77586

| Date | Time | Type | Staff Hrs | Fee |
|--|------|-----------------------|-------------|-----|
| 08/19/2016 | 790 | INVESTIGATION - Other | 0.00 | |
| Total Activities for Occupancy: 1 | | | 0.00 | |

Grand Total Activities: 55

Grand Totals: 0.00 0.00

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {08/01/2016} And
{08/31/2016}

NASA2900#160 Snap Fitness
2900 Nasa
Seabrook, TX 77586

| Date | Time | Type | Staff Hrs | Fee |
|-----------------------------------|------|---------------------|-----------|-----|
| 08/12/2016 | 200 | INSPECTION - Annual | 0.00 | |
| Total Activities for Occupancy: 1 | | | 0.00 | |

BAYA01 Solutions Self Chem
2709 Bayport Blvd (SH 146)
Seabrook, TX 77586

| Date | Time | Type | Staff Hrs | Fee |
|-----------------------------------|------|------------------------|-----------|-----|
| 08/05/2016 | 205 | INSPECTION - Follow Up | 0.00 | |
| Total Activities for Occupancy: 1 | | | 0.00 | |

TIRE01 Tires By Design
2801 Nasa
Seabrook, TX 77586

| Date | Time | Type | Staff Hrs | Fee |
|-----------------------------------|------|------------------------|-----------|-----|
| 08/12/2016 | 205 | INSPECTION - Follow Up | 0.00 | |
| Total Activities for Occupancy: 1 | | | 0.00 | |

SECOND Tobacco Depot
1717 Main ST
Seabrook, TX 77586

| Date | Time | Type | Staff Hrs | Fee |
|-----------------------------------|------|---------------------|-----------|-----|
| 08/05/2016 | 200 | INSPECTION - Annual | 0.00 | |
| Total Activities for Occupancy: 1 | | | 0.00 | |

Seabrook Volunteer Fire Department

Inspections by Occupancy

**Date Completed Between {08/01/2016} And
{08/31/2016}**

BUDD01 Rustic Pecan
 1506 Main ST
 Seabrook, TX 77586

| Date | Time | Type | Staff Hrs | Fee |
|--|------|---------------------|-------------|-----|
| 08/05/2016 | 200 | INSPECTION - Annual | 0.00 | |
| Total Activities for Occupancy: 1 | | | 0.00 | |

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

| Date | Time | Type | Staff Hrs | Fee |
|--|------|---------------------|-------------|-----|
| 08/26/2016 | 200 | INSPECTION - Annual | 0.00 | |
| Total Activities for Occupancy: 1 | | | 0.00 | |

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

| Date | Time | Type | Staff Hrs | Fee |
|--|------|---------------------|-------------|-----|
| 08/26/2016 | 200 | INSPECTION - Annual | 0.00 | |
| Total Activities for Occupancy: 1 | | | 0.00 | |

HIALEAH1908# Sign Quick
 1908 #A Hialeah DR
 Seabrook, TX 77586

| Date | Time | Type | Staff Hrs | Fee |
|--|------|---------------------|-------------|-----|
| 08/05/2016 | 200 | INSPECTION - Annual | 0.00 | |
| Total Activities for Occupancy: 1 | | | 0.00 | |

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {08/01/2016} And
{08/31/2016}

FOURTH1301 Merlion Restaurant
1301 4th (Fourth) ST
Seabrook, TX 77586

| Date | Time | Type | Staff Hrs | Fee |
|-----------------------------------|------|----------------------------|-----------|-----|
| 08/26/2016 | | 800 CONSULTATION - General | 0.00 | |
| Total Activities for Occupancy: 1 | | | 0.00 | |

NASA3524 Nasa Laundrymat and Cleaners
3524 Nasa
Seabrook, TX 77586

| Date | Time | Type | Staff Hrs | Fee |
|-----------------------------------|------|-------------------------|-----------|-----|
| 08/19/2016 | | 200 INSPECTION - Annual | 0.00 | |
| Total Activities for Occupancy: 1 | | | 0.00 | |

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

| Date | Time | Type | Staff Hrs | Fee |
|-----------------------------------|------|-------------------------------|-----------|-----|
| 08/26/2016 | | 200 INSPECTION - Annual | 0.00 | |
| 08/29/2016 | | 821 CONSULTATION - Fire Alarm | 0.00 | |
| Total Activities for Occupancy: 2 | | | 0.00 | |

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

| Date | Time | Type | Staff Hrs | Fee |
|-----------------------------------|------|-------------------------|-----------|-----|
| 08/26/2016 | | 200 INSPECTION - Annual | 0.00 | |
| Total Activities for Occupancy: 1 | | | 0.00 | |

Seabrook Volunteer Fire Department

Inspections by Occupancy

**Date Completed Between {08/01/2016} And
{08/31/2016}**

LAKE08 Lakeside Townhomes
 2000 Lakeside DR
 Seabrook, TX 77586

| Date | Time | Type | Staff Hrs | Fee |
|--|------|-------------------------|-------------|-----|
| 08/26/2016 | | 810 CONSULTATION - Site | 0.00 | |
| Total Activities for Occupancy: 1 | | | 0.00 | |

NASA2511B Lakeside Yachting Center
 2511 Nasa
 Seabrook, TX 77586

| Date | Time | Type | Staff Hrs | Fee |
|--|------|-------------------------|-------------|-----|
| 08/11/2016 | | 810 CONSULTATION - Site | 0.00 | |
| Total Activities for Occupancy: 1 | | | 0.00 | |

CHUR01 Living Word Church
 2900 Nasa
 Seabrook, TX 77586

| Date | Time | Type | Staff Hrs | Fee |
|--|------|-------------------------|-------------|-----|
| 08/12/2016 | | 200 INSPECTION - Annual | 0.00 | |
| Total Activities for Occupancy: 1 | | | 0.00 | |

NASA3001 Marine Max
 3001 Nasa
 Seabrook, TX 77586

| Date | Time | Type | Staff Hrs | Fee |
|--|------|-------------------------|-------------|-----|
| 08/19/2016 | | 200 INSPECTION - Annual | 0.00 | |
| Total Activities for Occupancy: 1 | | | 0.00 | |

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {08/01/2016} And
{08/31/2016}

NASA3000 Hampton Inn
3000 Nasa
Seabrook, TX 77586

| Date | Time | Type | Staff Hrs | Fee |
|-----------------------------------|------|-------------------------------------|-----------|-----|
| 08/29/2016 | | 822 CONSULTATION - Sprinkler System | 0.00 | |
| Total Activities for Occupancy: 1 | | | 0.00 | |

JACK01 Jack Ross Farmers Insurance
1509 Main ST
Seabrook, TX 77586

| Date | Time | Type | Staff Hrs | Fee |
|-----------------------------------|------|-------------------------|-----------|-----|
| 08/05/2016 | | 200 INSPECTION - Annual | 0.00 | |
| Total Activities for Occupancy: 1 | | | 0.00 | |

JOHN01 John Whitman B & B (not in use yet)
1228 1st (First) ST
Seabrook, TX 77586

| Date | Time | Type | Staff Hrs | Fee |
|-----------------------------------|------|-------------------------------|-----------|-----|
| 08/02/2016 | | 821 CONSULTATION - Fire Alarm | 0.00 | |
| 08/04/2016 | | 821 CONSULTATION - Fire Alarm | 0.00 | |
| Total Activities for Occupancy: 2 | | | 0.00 | |

NASA3636 La Quinta Inn
3636 Nasa
Seabrook, TX 77586

| Date | Time | Type | Staff Hrs | Fee |
|-----------------------------------|------|----------------------------|-----------|-----|
| 08/19/2016 | | 205 INSPECTION - Follow Up | 0.00 | |
| Total Activities for Occupancy: 1 | | | 0.00 | |

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {08/01/2016} And
{08/31/2016}

MEYER2400 Evelyn Meador Library
2400 N Meyer RD
Seabrook, TX 77586

| Date | Time | Type | Staff Hrs | Fee |
|-----------------------------------|------|----------------------------|-----------|-----|
| 08/05/2016 | | 205 INSPECTION - Follow Up | 0.00 | |
| Total Activities for Occupancy: 1 | | | 0.00 | |

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

| Date | Time | Type | Staff Hrs | Fee |
|-----------------------------------|------|-------------------------|-----------|-----|
| 08/26/2016 | | 200 INSPECTION - Annual | 0.00 | |
| Total Activities for Occupancy: 1 | | | 0.00 | |

BAYPORT2014 GNET Communications DBA Cricket Wireless
2014 Bayport Blvd (SH 146)
Seabrook, TX 77586

| Date | Time | Type | Staff Hrs | Fee |
|-----------------------------------|------|-------------------------|-----------|-----|
| 08/05/2016 | | 200 INSPECTION - Annual | 0.00 | |
| Total Activities for Occupancy: 1 | | | 0.00 | |

240001 Gulf Winds Storage II
5801 SH 146 HWY
Seabrook, TX 77586

| Date | Time | Type | Staff Hrs | Fee |
|-----------------------------------|------|----------------------------|-----------|-----|
| 08/11/2016 | | 205 INSPECTION - Follow Up | 0.00 | |
| Total Activities for Occupancy: 1 | | | 0.00 | |

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {08/01/2016} And
{08/31/2016}

NASA2901 Comfort Inn & Suites
 2901 Nasa
 Seabrook, TX 77586

| Date | Time | Type | Staff Hrs | Fee |
|-----------------------------------|------|-------------------------|-----------|-----|
| 08/26/2016 | | 200 INSPECTION - Annual | 0.00 | |
| Total Activities for Occupancy: 1 | | | 0.00 | |

BAYPORT2168 Crown Trophy
 2168 Bayport Blvd (SH 146)
 Seabrook, TX 77586

| Date | Time | Type | Staff Hrs | Fee |
|-----------------------------------|------|-------------------------|-----------|-----|
| 08/05/2016 | | 200 INSPECTION - Annual | 0.00 | |
| Total Activities for Occupancy: 1 | | | 0.00 | |

DOLA01 Dolan, John (Foster Care)
 2301 Palm CIR
 Seabrook, TX 77586

| Date | Time | Type | Staff Hrs | Fee |
|-----------------------------------|------|------------------------|-----------|-----|
| 08/19/2016 | | 201 INSPECTION - Final | 0.00 | |
| Total Activities for Occupancy: 1 | | | 0.00 | |

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

| Date | Time | Type | Staff Hrs | Fee |
|-----------------------------------|------|-------------------------|-----------|-----|
| 08/26/2016 | | 200 INSPECTION - Annual | 0.00 | |
| Total Activities for Occupancy: 1 | | | 0.00 | |

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {08/01/2016} And
{08/31/2016}

BAYPORT2156 Beacon Credit Union
2156 Bayport Blvd (SH 146)
Seabrook, TX 77586

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

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

| Date | Time | Type | Staff Hrs | Fee |
|-----------------------------------|------|-------------------------|-----------|-----|
| 08/26/2016 | | 200 INSPECTION - Annual | 0.00 | |
| Total Activities for Occupancy: 1 | | | 0.00 | |

NASA2900#260 Braves Boutique
2900 Nasa
Seabrook, TX 77586

| Date | Time | Type | Staff Hrs | Fee |
|-----------------------------------|------|------------------------|-----------|-----|
| 08/12/2016 | | 201 INSPECTION - Final | 0.00 | |
| Total Activities for Occupancy: 1 | | | 0.00 | |

SEAB01 C Brook Salon
1002 Meyer RD
Seabrook, TX 77586

| Date | Time | Type | Staff Hrs | Fee |
|-----------------------------------|------|-------------------------|-----------|-----|
| 08/19/2016 | | 200 INSPECTION - Annual | 0.00 | |
| Total Activities for Occupancy: 1 | | | 0.00 | |

NASA2901 Comfort Inn & Suites
2901 Nasa
Seabrook, TX 77586

| Date | Time | Type | Staff Hrs | Fee |
|------------|-------|------|-----------|-----|
| 09/02/2016 | 09:21 | | | |

Seabrook Volunteer Fire Department

Inspections by Occupancy

**Date Completed Between {08/01/2016} And
{08/31/2016}**

**HIALEAH1908 Alpha Montessori
1908 Hialeah DR
Seabrook, TX 77586**

| Date | Time | Type | Staff Hrs | Fee |
|--|-------------|-------------------------------|------------------|------------|
| 08/05/2016 | | 821 CONSULTATION - Fire Alarm | 0.00 | |
| 08/08/2016 | | 821 CONSULTATION - Fire Alarm | 0.00 | |
| 08/12/2016 | | 821 CONSULTATION - Fire Alarm | 0.00 | |
| Total Activities for Occupancy: 3 | | | 0.00 | |

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

| Date | Time | Type | Staff Hrs | Fee |
|--|-------------|-------------------------|------------------|------------|
| 08/26/2016 | | 200 INSPECTION - Annual | 0.00 | |
| Total Activities for Occupancy: 1 | | | 0.00 | |

**NASA3222 Aquamaid Pool Techs
3222 Nasa
Seabrook, TX 77586**

| Date | Time | Type | Staff Hrs | Fee |
|--|-------------|--|------------------|------------|
| 08/08/2016 | | 840 CONSULTATION - Hazardous Operation | 0.00 | |
| 08/09/2016 | | 840 CONSULTATION - Hazardous Operation | 0.00 | |
| 08/10/2016 | | 840 CONSULTATION - Hazardous Operation | 0.00 | |
| 08/19/2016 | | 840 CONSULTATION - Hazardous Operation | 0.00 | |
| Total Activities for Occupancy: 4 | | | 0.00 | |

**BAYPORT2156 Beacon Credit Union
2156 Bayport Blvd (SH 146)
Seabrook, TX 77586**

| Date | Time | Type | Staff Hrs | Fee |
|-------------|-------------|-------------------------|------------------|------------|
| 08/05/2016 | | 200 INSPECTION - Annual | 0.00 | |

Fire Inspector Report for August 2016

| | |
|------------------------------------|-----------|
| New (or annual) Inspections | 31 |
| Re-inspections (follow-ups) | 7 |
| Plan Reviews | 0 |
| Investigations | 1 |
| Consultations | 16 |
| Total Inspections | 55 |
| Outstanding Inspections | 34 |



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

Date of Application: 8-02-2016

Name of Applicant: Houston Happy Hikers

Full Address of Applicant: P.O. Box 101, Orchard, Texas 77464

Day Time Phone: 281-435-9601

Night time phone:

e-mail address: kellnerc12@yahoo.com

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

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? Yes

Requested Date(s) and Times of the Event: November 12, 2016 from 8:30am-3pm

Location of the Event: Miramar Park and Pool Pavilion. 1900 N. Meyer Rd., Seabrook, Texas 77586

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

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: 5K & 10K walk starting at Miramar Park and walking on the trails to the bay. Participatns start at different times, so there may be one or two people walking together along the route.

Estimated No. of Workers 4 Estimated No. of Attendees 20-50

Will the event be held in a parking area? No

If so, how many parking spaces will be temporarily lost? N/A

How many parking spaces are you providing for the event? People need to park cars in front of park, but leave after they finish walk

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? All applicants pay a \$3 fee for an American Volkssport Stamp in their book

Do you want to display temporary signs or banners to advertise this event? No, we will put out some trail markings

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

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

Proposed Route (Attach Map): No parade

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.

Bryan Brant
Print name
Police Department Representative

9/15/16
Date Approved

[Signature]
Signature
Police Department Representative

Comments: No security needed

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.

15/ Catherine Kellner
Signature of Applicant

Catherine Kellner, President Houston Happy Hikers
Printed Name of Applicant

8/02/2016
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:

P. O. Box 101
Orchard, TX 77464
August 02, 2016

City Council
City of Seabrook
Seabrook, TX
Fax: 281-291-5690
MBrant@SeabrookTX.gov

Dear Council,

Houston Happy Hikers is a walking group planning to come to Seabrook on November 12, 2016, for a walk starting at Miramar Park at 1900 N. Meyer Rd. We will use one picnic table to register the walkers. An estimation of approximately 20-50 walkers may attend. The walking route is attached. Insurance information will be sent to you from American Volkssporting Association on completion of the sanction process by Houston Happy Hikers.

Houston Happy Hikers is a non-profit group and we request a waiver for the \$50 fee. We have been invited and have come to Seabrook to walk the trails for many years. In the past, we have worked with the Tourism committee and citizens of Seabrook.

Thanks,



Catherine Kellner
President Houston Happy Hikers
P. O. Box 101
Orchard, TX 77464
281-435-9601

Seabrook 10K Walk

From the check-in point at the Pavilion at Miramar Park, exit toward Hammer turning left on the gravel path before the wooden fence. Walk to the intersection of Hammer & N. Meyer. Carefully cross Hammer to the gravel footpath. Take a RIGHT on the path. (Restrooms are available around the first curve to the left.) Follow the trail to Hester Gully (not named here) and turn RIGHT. Continue along the Gully, ignoring the wooden bridge on your left. Continue forward to Todville Rd.

LEFT on Todville Rd. and continue on the footpath past Hester Garden Park. Continue past Baybrook Park (restrooms here), crossing several streets to Red Bluff. Cross Red Bluff to the Gazebo in Robinson Park. Continue to follow the footpath on the right of the Bayou.

The trail will curve to the right intersecting with Todville Rd.

CAREFULLY cross Todville Rd to the footpath.

LEFT on footpath and follow the path through the chain link fence into the back of Pine Gully Park. Stay to the LEFT as you enter the woods.

After passing the cemetery, follow the footpath to the LEFT to the automobile entrance to Pine Gully Park.

RIGHT on Pine Gully Rd./entrance. Continue to the picnic area with restrooms on the left. Go to the end of the pier and back.

Enter the woods at the sign showing a MAP of Seabrook Trails.

LEFT at trail intersection. This is the footpath you came in on.

Follow the path back past the cemetery along the Bayou and over the wooden bridge.

LEFT on Todville Rd. Cross bridge. Then cross Todville Rd. to the RIGHT at the end of the bridge and reconnect with the footpath and return to the Gazebo. There is a bridge you may cross to the opposite side of the Bayou to return to the Gazebo. It gives a different view of the Bayou.

CROSS Red Bluff Rd. and return along the path along Todville Rd. to Hester Garden Park. (This is right before the bridge and the small parking lot. Look for the **brown iron gate** and go RIGHT into the park.)

Follow the footpath through Hester Park. Watch for the low hanging tree and just past that STAY TO THE LEFT to Hester Gully. (There is a path to the right just after the low-hanging tree – do not take this path.)

RIGHT along Hester Gully to N. Meyer.

LEFT at N. Meyer to the other side of Hester Gully.

LEFT along the opposite side of Hester Gully to the first path intersecting from the RIGHT.

RIGHT on this intersecting path and continue behind Meador Library. Follow the path to the corner of N. Meyer and Hammer. CROSS Hammer to the Pavilion (start point) in Miramar Park.

Seabrook 5K Walk

From the check-in point at the Pavilion at Miramar Park, exit toward Hammer, turning left on the gravel path before the wooden fence. Walk to the intersection of Hammer & N. Meyer. Carefully cross Hammer to the gravel footpath. Take a RIGHT on the path. (Restrooms are available around the first curve to the left.) Follow the footpath to Hester Gully (not named here) and turn RIGHT. Continue along the Gully, ignoring the wooden bridge on your left. Continue forward to Todville Rd.

LEFT on Todville Rd. and continue on the path past Hester Garden Park. Continue past Baybrook Park (restrooms here), crossing several streets to Red Bluff. Cross Red Bluff Rd. to the Gazebo in Robinson Park.

TURN AROUND and return the way you came, as follows:

CROSS Red Bluff Rd. and return along Todville Rd. footpath to Hester Garden Park. This is just before the bridge and the small parking lot. Look for the ***brown iron gate*** and go RIGHT into the park.

Follow the trail through Hester Park. Watch out for the low hanging tree and past that STAY TO THE LEFT to Hester Gully. (There is a path to the right just after the low-hanging tree – do not take this path.)

RIGHT along Hester Gully to N. Meyer.

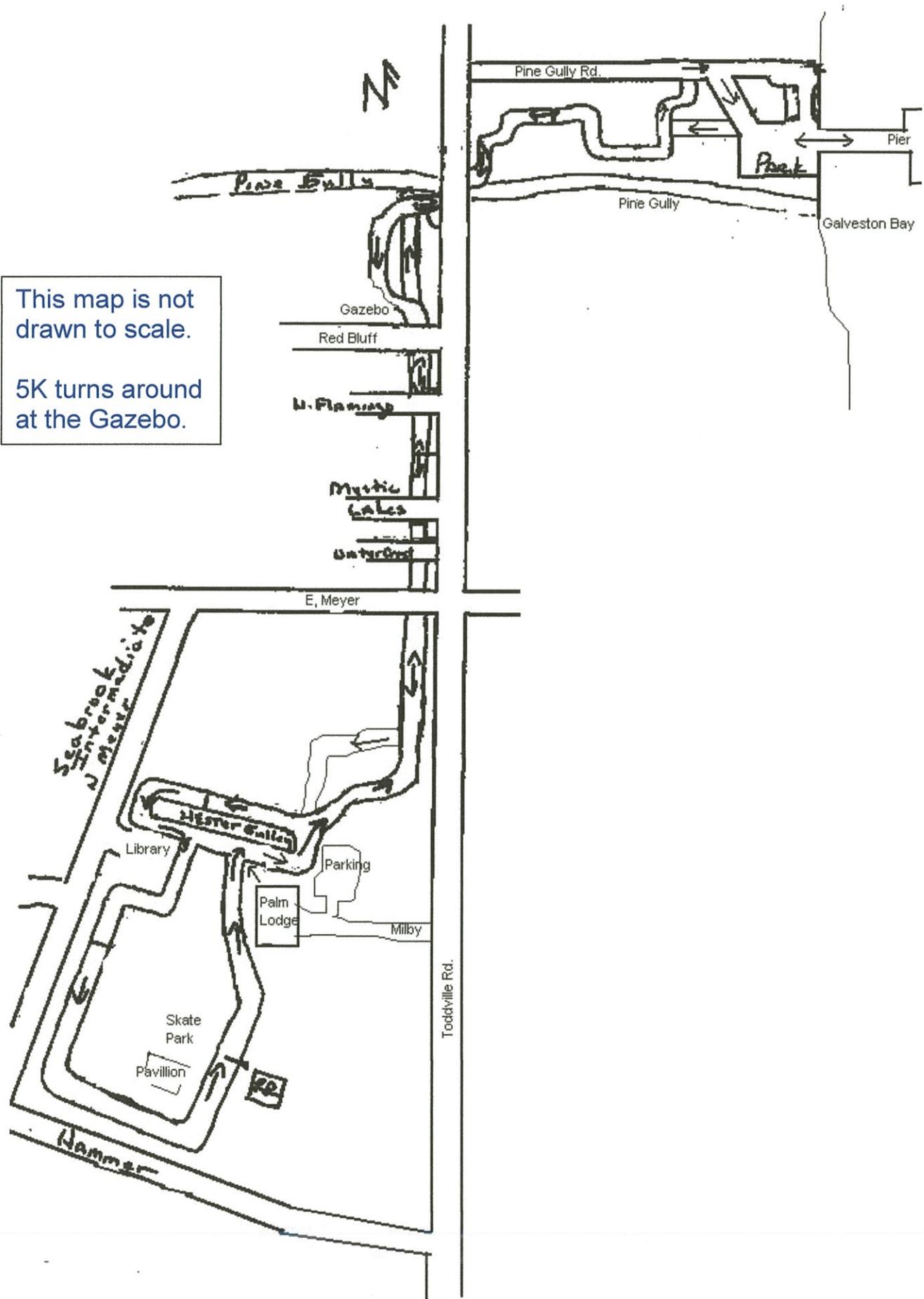
LEFT at N. Meyer to the other side of Hester Gully.

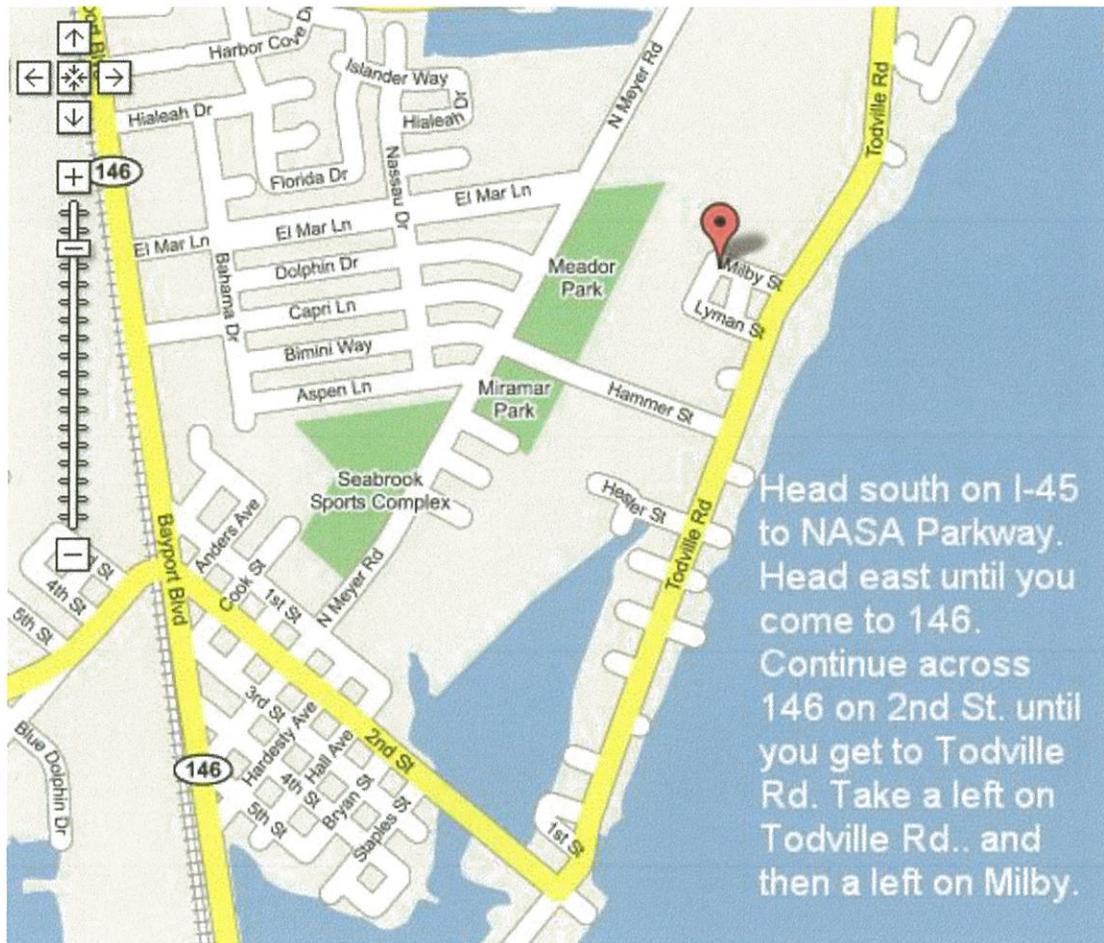
LEFT along the opposite side of Hester Gully to the first trail intersecting from the RIGHT.

RIGHT on this intersecting trail and continue behind Meador Library following the trail. When you reach the corner of N. Meyer and Hammer, cross Hammer to the Pavilion (start point) in Miramar Park.

This map is not drawn to scale.

5K turns around at the Gazebo.





Head south on I-45 to NASA Parkway. Head east until you come to 146. Continue across 146 on 2nd St. until you get to Todville Rd. Take a left on Todville Rd. and then a left on Milby.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/08/2016

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 | Frazier Insurance Agency, Inc. P.O Box 1250 Midlothian, VA 23113-1250 | CONTACT NAME Frazier Insurance Agency, Inc. | PHONE (A/C No. Ext.) (804) 754-7610 | FAX (A/C No.) (804) 754-7613 |
| | | E-MAIL ADDRESS ifrazier@frazierinsurance.com | | |
| | | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | | INSURERA | United States Fire Insurance Company | 21113 |
| | | INSURERB | United States Fire Insurance Company | 21113 |
| | | INSURERC | | |
| | | INSURERD | | |
| | | INSURERE | | |
| | | INSURERF | | |

INSURED Sports & Recreation Providers Assn Risk Management, Inc

American Volkssport Association, Inc.
1001 Pat Booker Road, Suite 101
Universal City, TX 78148

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

| INSURER | TYPE OF INSURANCE | ADDL #/INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---------|---|------------------|----------|---------------|-------------------------|-------------------------|---|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUP <input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | [REDACTED] | 01/01/2016 | 01/01/2017 12:01 AM | GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS COMP/OP AGG \$ 2,000,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 EACH OCCURRENCE \$ 1,000,000.00 FIRE DAMAGE (Any one fire) \$ 300,000.00 MED EXP (Any one person) \$ 5,000.00 | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTO <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ | |
| | UMBRELLA/LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ | |
| | DED RETENTION \$ | | | | | | \$ \$ \$ \$ | |
| | | | | | | | \$ \$ \$ \$ | |
| | | | | | | | \$ \$ \$ \$ | |
| | | | | | | | \$ \$ \$ \$ | |
| | | | | | | | \$ \$ \$ \$ | |
| | B | Accident/Medical | | | [REDACTED] | 01/01/2016 | 01/01/2017 12:01AM | MAXIMUM MEDICAL BENEFIT \$ 10,000.00 AD&D \$ 2,500.00 Per Claim |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more spaces required)
POLICY DEDUCTIBLE \$0.00 PER EACH BODILY INJURY OR PROPERTY DAMAGE CLAIM

Event: Walk Location: Seabrook, TX Date: 11/12/16 Club: Houston Happy Hikers

Certificate Holder is An Additional Insured, But Only As Respects The Operations Of The Named Insured.

| | |
|---|--|
| CERTIFICATE HOLDER | CANCELLATION |
| City of Seabrook 1700 First Street Seabrook, TX 77586 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS |
| | AUTHORIZED REPRESENTATIVE John W. Frazier |

**CITY OF SEABROOK
ORDINANCE NO. 2016-22
EDC BUDGET ORDINANCE
FY 2016/17**

AN ORDINANCE APPROVING AND ADOPTING THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2016 AND ENDING ON SEPTEMBER 30, 2017 FOR THE CITY OF SEABROOK; APPROPRIATING FUNDS; AND NOTING A PUBLIC HEARING WAS HELD BY THE SEABROOK CITY COUNCIL ON SEPTEMBER 20, 2016.

WHEREAS, On **September 8, 2016** the Board of Directors for the Seabrook Economic Development Corporation approved a proposed budget for the Seabrook Economic Development Corporation for the fiscal year commencing October 1, **2016**, and

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

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

THAT, the figures in the amount of **\$1,467,321.00** for the Seabrook Economic Development Corporation Budget, prepared and submitted by the Seabrook Economic Development Corporation be the same and are hereby, in all things, approved, appropriated and amended. Copies of the **2016/17** Economic Development Corporation Budget Revenue and Expense Summaries, identified as Exhibit A, are hereby attached and made a part of this Ordinance.

AND IT IS SO ORDERED.

PASSED, APPROVED, AND ADOPTED ON FIRST AND FINAL READING THIS THE 20TH DAY OF SEPTEMBER, 2016.

GLENN ROYAL, MAYOR

ATTEST:

ROBIN HICKS, TRMC
CITY SECRETARY

SEABROOK ECONOMIC DEVELOPMENT CORPORATION
2016-17 BUDGET SUMMARY

| | |
|---|-----------|
| ESTIMATED BEG. FUND BAL (UNRESERVED) | 3,240,929 |
| REVENUES | |
| TAXES | 835,619 |
| OTHER REVENUE | 0 |
| INTEREST | 3,217 |
| TOTAL REVENUES | 838,836 |
| TOTAL FUNDS | 4,079,765 |
| EXPENDITURES | |
| OFFICE SUPPLIES | 100 |
| ADVERTISING <i>(no more than 10% of total revenues)</i> | 82,000 |
| DUES & SUBSCRIPTIONS | 1,485 |
| SERVICES | 2,430 |
| TRAIL MAINTENANCE | 30,000 |
| ENGINEERING / GIS | 40,000 |
| LEGAL | 36,000 |
| CONSULTING | 52,806 |
| TRAINING & CONFERENCE | 21,000 |
| MISCELLANEOUS | 1,500 |
| ECONOMIC DEVELOPMENT PROJECTS | 250,000 |
| ECONOMIC DEVELOPMENT INCENTIVE PROGRAM | 750,000 |
| ADMINISTRATIVE SERVICES AGREEMENT | 200,000 |
| TOTAL EXPENDITURES | 1,467,321 |
| NET REVENUE | -628,485 |
| ESTIMATED ENDING FUND BALANCE | 2,612,444 |
| PLUS: RESERVED FUND BALANCE | 180,000 |
| TOTAL FUND BALANCE | 2,792,444 |

**CITY OF SEABROOK
ORDINANCE NO. 2016-23
CRIME CONTROL AND PREVENTION DISTRICT BUDGET ORDINANCE
FY 2016/17**

AN ORDINANCE APPROVING AND ADOPTING THE SEABROOK CRIME CONTROL AND PREVENTION DISTRICT BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2016 AND ENDING ON SEPTEMBER 30, 2017 FOR THE CITY OF SEABROOK; APPROPRIATING FUNDS; AND NOTING A PUBLIC HEARING WAS HELD BY THE SEABROOK CITY COUNCIL ON SEPTEMBER 20, 2016.

WHEREAS, the Board of Directors for the Crime Control and Prevention District established procedures for approving its budget and held its required public hearing on **September 20, 2016**; and

WHEREAS, the Board approved a proposed budget for the fiscal year commencing October 1, **2016** on **September 20, 2016**; and

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

WHEREAS, the City Council held a public hearing on the budget on **September 20, 2016** prior to approving the District's budget; now, therefore

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

THAT, a budget in the amount of **\$1,403,011.00** for the Crime Control and Prevention District Budget, prepared and submitted by the Board of Directors of the District is, in all things, approved, appropriated and amended. A copy of the **2016/17** Budget Revenue and Expense Summary, identified as Exhibit A, is hereby attached and made a part of this Ordinance.

AND IT IS SO ORDERED.

PASSED, APPROVED, AND ADOPTED ON FIRST AND FINAL READING THIS THE 20TH DAY OF SEPTEMBER 2016.

GLENN ROYAL, MAYOR

ATTEST:

ROBIN HICKS, TRMC
CITY SECRETARY

SEABROOK CRIME CONTROL AND PREVENTION DISTRICT
2011-12 BUDGET SUMMARY

| | |
|-----------------------|----------------|
| EST BEG BAL | 1,181,799 |
| REVENUES | |
| TAXES | 799,216 |
| INTEREST | 1,182 |
| TOTAL REVENUES | 800,398 |
| TOTAL FUNDS | 1,982,197 |
| EXPENDITURES | |
| PERSONNEL | 500,674 |
| SUPPLIES | 15,000 |
| SERVICES | 55,000 |
| TRANSF TO OTHER FUNDS | 832,337 |
| TOTAL EXPENDITURES | 1,403,011 |
| NET REVENUE | (602,614) |
| END BALANCE | 579,185 |

**CITY OF SEABROOK
ORDINANCE NO. 2016-24
BUDGET ORDINANCE FY 2016/17**

AN ORDINANCE APPROVING AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, **2016** AND ENDING ON SEPTEMBER 30, **2017** FOR THE CITY OF SEABROOK; APPROPRIATING FUNDS; AND NOTING A PUBLIC HEARING WAS HELD ON **SEPTEMBER 20, 2016** IN ACCORDANCE WITH THE CITY'S CHARTER AND WITH STATE LAW.

WHEREAS, the City Manager on **July 11, 2016**, filed a proposed budget with the Council for the fiscal year commencing October 1, **2016**, as required by the Charter of Seabrook; and,

WHEREAS, said proposed budget, as revised by the City Council, was duly set for a public hearing ordered to be called by the City Council and held on **September 20, 2016** after due notice as required by the Charter of the City of Seabrook and laws of the State of Texas; now, therefore,

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

THAT, the figures in the amount of **\$19,634,520.00** for the General Fund, Enterprise Fund, and Debt Service Fund, and **\$10,823,038.00** for the Special Budgets (does not include the EDC or Crime Control District Budgets), prepared and submitted by the City Manager and revised by the City Council of the **2016/17** Budget, be and the same are hereby, in all things, approved, appropriated and amended. Copies of the **2016/17** Budget Revenue and Expense Summaries, identified as Exhibit A, are hereby attached and made a part of this Ordinance.

AND IT IS SO ORDERED.

PASSED, APPROVED, AND ADOPTED ON FIRST AND FINAL READING THIS THE 20TH DAY OF SEPTEMBER 2016.

GLENN ROYAL, MAYOR

ATTEST:

ROBIN HICKS, TRMC
CITY SECRETARY

**CITY OF SEABROOK
2016-17 BUDGET
COMBINED FUND SUMMARY**

| | OPERATING & DEBT | | |
|---------------------------------------|-----------------------------|--------------------------------|--------------------------------|
| | 01 GENERAL | 20 ENTER- PRISE | 08 DEBT SERVICE |
| EST BEG BAL-UNRESERVED | 6,691,690 | 1,905,714 | 1,803,622 |
| REVENUES | | | |
| TAXES | 7,090,491 | 260,013 | 2,000,082 |
| INTERGOVERNMENTAL SERVICES | 382,184 | 0 | 0 |
| OTHER | 734,600 | 6,994,655 | 0 |
| INTEREST | 46,800 | 162,405 | 0 |
| LOAN/BOND/GRANT PROCEEDS | 21,622 | 5,717 | 902 |
| TRANSF FRM OTHER FUND | 0 | 0 | 0 |
| USE OF PRIOR YR FUND BALANCE | 1,974,820 | 198,250 | 0 |
| | 0 | 0 | 0 |
| TOTAL REVENUES | 10,250,517 | 7,621,040 | 2,000,983 |
| TOTAL RESOURCES FOR OPERATIONS | 17,660,106 | 9,526,754 | 3,804,605 |
| EXPENDITURES | | | |
| PERSONNEL | 7,073,327 | 1,223,759 | 0 |
| SUPPLIES | 299,850 | 70,900 | 0 |
| SERVICES | 2,617,012 | 3,187,547 | 3,250 |
| CAPITAL OUTLAY | 260,013 | 0 | 0 |
| CONSTRUCTION | 0 | 360,000 | 0 |
| PAYMENTS FOR DEBT SERVICE | 0 | 618,460 | 1,983,082 |
| TRANSF TO OTHER FUNDS | 0 | 1,767,320 | 0 |
| APPR. FUTURE PROJECTS | 0 | 170,000 | 0 |
| TOTAL EXPENDITURES | 10,250,202 | 7,397,986 | 1,986,332 |
| NET REVENUE | 314 | 223,054 | 14,652 |
| END BALANCE-UNRESERVED | 6,692,005 | 2,128,768 | 1,818,273 |
| RESERVED FUND BALANCE | 0 | 0 | 0 |
| TOTAL FUNDS | 6,692,005 | 2,128,768 | 1,818,273 |
| CHANGE IN FUND BALANCE | 314 | 223,054 | 14,652 |

**CITY OF SEABROOK
2016-17 BUDGET
COMBINED FUND SUMMARY**

| | SPECIAL REVENUE FUNDS | | | | | | | |
|---------------------------------------|---------------------------------|--------------------------------|--------------------------------|-----------------------------------|--------------------|---------------------------------|-------------------------------|----------------------|
| | 05 STATE SEIZURE | 06 LAW ENF EDUC | 07 CHILD SAFETY | 09 FEDERAL SEIZURE | 12 STEP | 14 PUBLIC SAFETY | 15 HOTEL MOTEL | 41 CAROTH |
| EST BEG BAL-UNRESERVED | 97,394 | 2,155 | 36,488 | 14,925 | 47,646 | 229,478 | 1,543,435 | 52,975 |
| REVENUES | | | | | | | | |
| TAXES | 0 | 0 | 0 | 0 | 0 | 0 | 465,000 | 0 |
| INTERGOVERNMENTAL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SERVICES | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| OTHER | 175 | 0 | 15,500 | 0 | 15,000 | 100,000 | 100,954 | 25,000 |
| INTEREST | 25 | 0 | 65 | 0 | 15 | 720 | 2,958 | 0 |
| LOAN/BOND/GRANT PROCEEDS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TRANSF FRM OTHER FUNDS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| USE OF PRIOR YR FUND BALANCE | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL REVENUES | 200 | 0 | 15,565 | 0 | 15,015 | 100,720 | 568,912 | 25,000 |
| TOTAL RESOURCES FOR OPERATIONS | 97,594 | 2,155 | 52,053 | 14,925 | 62,661 | 330,198 | 2,112,347 | 77,975 |
| EXPENDITURES | | | | | | | | |
| PERSONNEL | 0 | 0 | 0 | 0 | 8,702 | 0 | 106,941 | 0 |
| SUPPLIES | 0 | 0 | 0 | 0 | 0 | 30,500 | 1,000 | 2,900 |
| SERVICES | 0 | 2,155 | 40,000 | 0 | 0 | 0 | 356,890 | 37,680 |
| CAPITAL OUTLAY | 70,000 | 0 | 0 | 14,925 | 50,000 | 58,000 | 0 | 0 |
| CONSTRUCTION | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| PAYMENTS FOR DEBT SERVICE | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TRANSF TO OTHER FUNDS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| APPR. FUTURE PROJECTS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL EXPENDITURES | 70,000 | 2,155 | 40,000 | 14,925 | 58,702 | 88,500 | 464,831 | 40,580 |
| NET REVENUE | (69,800) | (2,155) | (24,435) | (14,925) | (43,687) | 12,220 | 1,647,516 | (15,580) |
| END BALANCE-UNRESERVED | 27,594 | (0) | 12,053 | (0) | 3,960 | 241,698 | 104,081 | 37,395 |
| RESERVED FUND BALANCE | 0 | 0 | 0 | 0 | 0 | 0 | 359,176 | 0 |
| TOTAL FUNDS | 27,594 | (0) | 12,053 | (0) | 3,960 | 241,698 | 2,006,692 | 37,395 |
| CHANGE IN FUND BALANCE | (69,800) | (2,155) | (24,435) | (14,925) | (43,687) | 12,220 | 463,257 | (15,580) |

**CITY OF SEABROOK
2016-17 BUDGET
COMBINED FUND SUMMARY**

| | SPECIAL REVENUE FUNDS | | | | | | | |
|---------------------------------------|--------------------------------|----------------------------------|--------------------------------|--------------------------------|---------------------------|-------------------|---------------------------------|-------------------------------|
| | 42 PARK IMPROVE | 77 COURT SECURITY | 78 TIME PAYMENT | 79 TECH- NOLOGY | 81 PS VERF | 83 PEG | 85 BUDGET STABIL | 86 RATE STABIL |
| EST BEG BAL-UNRESERVED | 83,573 | 30,208 | 21,789 | 30,939 | 0 | 105,977 | 803,976 | 35,000 |
| | REVENUES | | | | | | | |
| TAXES | 0 | 0 | 0 | 0 | 0 | 34,000 | 0 | |
| INTERGOVERNMENTAL SERVICES | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| OTHER | 3,500 | 7,500 | 850 | 9,500 | 0 | 0 | 0 | |
| INTEREST | 20 | 60 | 48 | 13 | 2,000 | 300 | 2,411 | 105 |
| LOAN/BOND/GRANT PROCEEDS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| TRANSF FRM OTHER FUND | 0 | 0 | 0 | 0 | 832,337 | 0 | 0 | 70,000 |
| USE OF PRIOR YR FUND BALANCE | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| TOTAL REVENUES | 3,520 | 7,560 | 898 | 9,513 | 834,337 | 34,300 | 2,411 | 70,105 |
| TOTAL RESOURCES FOR OPERATIONS | 87,093 | 37,768 | 22,687 | 40,452 | 834,337 | 140,277 | 806,387 | 105,105 |
| | EXPENDITURES | | | | | | | |
| PERSONNEL | 0 | 7,500 | 0 | 0 | 0 | 0 | 0 | 0 |
| SUPPLIES | 0 | 0 | 0 | 0 | 0 | 10,000 | 0 | 0 |
| SERVICES | 0 | 5,000 | 20,000 | 9,500 | 0 | 0 | 0 | 0 |
| CAPITAL OUTLAY | 83,000 | 23,000 | 0 | 20,000 | 467,646 | 70,000 | 0 | 0 |
| CONSTRUCTION | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| PAYMENTS FOR DEBT SERVICE | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TRANSF TO OTHER FUNDS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| APPR. FUTURE PROJECTS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL EXPENDITURES | 83,000 | 35,500 | 20,000 | 29,500 | 467,646 | 80,000 | 0 | 0 |
| NET REVENUE | (79,480) | (27,940) | (19,102) | (19,987) | 366,691 | (45,700) | 2,411 | 70,105 |
| END BALANCE-UNRESERVED | 4,093 | 2,268 | 2,687 | 10,952 | 366,691 | 60,277 | 806,387 | 105,105 |
| RESERVED FUND BALANCE | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL FUNDS | 4,093 | 2,268 | 2,687 | 10,952 | 366,691 | 60,277 | 806,387 | 105,105 |
| CHANGE IN FUND BALANCE | (79,480) | (27,940) | (19,102) | (19,987) | 366,691 | (45,700) | 2,411 | 70,105 |

**CITY OF SEABROOK
2016-17 BUDGET
COMBINED FUND SUMMARY**

| | CAPITAL PROJECT FUNDS | | | | | | |
|---------------------------------------|------------------------------|----------------------------------|-------------------------------------|--------------------------------------|--------------------------------------|------------------------------------|---------------------------------|
| | 13 TDRA GRANT | 19 CAPITAL IMPACT | 30 CAP PROJ WTR TANK | 31 CAP PROJ FIBER OPT | 32 CAP PROJ PW/AC FAC | 33 FIRE PROJ GO BDS | 39 LAKES/REPS CO |
| EST BEG BAL-UNRESERVED | 0 | 2,523,605 | 2,471,741 | 78,114 | 7,145,591 | 26,422 | 136,314 |
| | REVENUES | | | | | | |
| TAXES | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| INTERGOVERNMENTAL | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SERVICES | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| OTHER | 0 | 82,000 | 0 | 0 | 0 | 0 | 0 |
| INTEREST | 0 | 8,400 | 3,000 | 100 | 2,500 | 30 | 125 |
| LOAN/BOND/GRANT PROCEEDS | 294,356 | 0 | 0 | 0 | 0 | 0 | 0 |
| TRANSF FRM OTHER FUND | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| USE OF PRIOR YR FUND BALANCE | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL REVENUES | 294,356 | 90,400 | 3,000 | 100 | 2,500 | 30 | 125 |
| TOTAL RESOURCES FOR OPERATIONS | 294,356 | 2,614,005 | 2,474,741 | 78,214 | 7,148,091 | 26,452 | 136,439 |
| | EXPENDITURES | | | | | | |
| PERSONNEL | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SUPPLIES | 0 | 0 | 0 | 0 | 265,000 | 0 | 0 |
| SERVICES | 0 | 0 | 281,633 | 0 | 152,317 | 5,000 | 0 |
| CAPITAL OUTLAY | 294,356 | 0 | 0 | 78,214 | 0 | 21,422 | 136,439 |
| CONSTRUCTION | 0 | 0 | 1,425,943 | 0 | 6,667,375 | 0 | 0 |
| PAYMENTS FOR DEBT SERVICE | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TRANSF TO OTHER FUNDS | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| APPR. FUTURE PROJECTS | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL EXPENDITURES | 294,356 | 0 | 1,707,576 | 78,214 | 7,084,693 | 26,422 | 136,439 |
| NET REVENUE | 0 | 90,400 | (1,704,576) | (78,114) | (7,082,193) | (26,392) | (136,314) |
| END BALANCE-UNRESERVED | 0 | 2,614,005 | 767,165 | 0 | 63,398 | 30 | (0) |
| RESERVED FUND BALANCE | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL FUNDS | 0 | 2,614,005 | 767,165 | 0 | 63,398 | 30 | (0) |
| CHANGE IN FUND BALANCE | 0 | 90,400 | (1,704,576) | (78,114) | (7,082,193) | (26,392) | (136,314) |

|

**CITY OF SEABROOK
2016-17 BUDGET
COMBINED FUND SUMMARY**

| | TOTALS | | | |
|---------------------------------------|---------------------------------|----------------------------|-----------------------------|----------------------|
| | OPERATING & DEBT | SPECIAL REVENUE | CAPITAL PROJECTS | ALL FUNDS |
| EST BEG BAL-UNRESERVED | 10,401,026 | 3,135,959 | 12,381,787 | 25,918,772 |
| REVENUES | | | | |
| TAXES | 9,350,586 | 499,000 | 0 | 9,849,586 |
| INTERGOVERNMENTAL | 382,184 | 0 | 0 | 382,184 |
| SERVICES | 7,729,255 | 0 | 0 | 7,729,255 |
| OTHER | 209,205 | 277,979 | 82,000 | 569,184 |
| INTEREST | 28,241 | 8,740 | 14,155 | 51,136 |
| LOAN/BOND/GRANT PROCEEDS | 0 | 0 | 294,356 | 294,356 |
| TRANSF FRM OTHER FUND | 2,173,070 | 902,337 | 0 | 3,075,407 |
| USE OF PRIOR YR FUND BALANCE | 0 | 0 | 0 | 0 |
| TOTAL REVENUES | 19,872,540 | 1,688,056 | 390,511 | 21,951,107 |
| TOTAL RESOURCES FOR OPERATIONS | 30,273,566 | 4,824,015 | 12,772,298 | 47,869,879 |
| EXPENDITURES | | | | |
| PERSONNEL | 8,297,086 | 123,142 | 0 | 8,420,229 |
| SUPPLIES | 370,750 | 44,400 | 265,000 | 680,150 |
| SERVICES | 5,807,809 | 471,225 | 438,950 | 6,717,985 |
| CAPITAL OUTLAY | 260,013 | 856,571 | 530,431 | 1,647,015 |
| CONSTRUCTION | 360,000 | 0 | 8,093,318 | 8,453,318 |
| PAYMENTS FOR DEBT SERVICE | 2,601,542 | 0 | 0 | 2,601,542 |
| TRANSF TO OTHER FUNDS | 1,767,320 | 0 | 0 | 1,767,320 |
| APPR. FUTURE PROJECTS | 170,000 | 0 | 0 | 170,000 |
| TOTAL EXPENDITURES | 19,634,520 | 1,495,338 | 9,327,700 | 30,457,558 |
| NET REVENUE | 238,020 | 192,718 | (8,937,189) | (8,506,451) |
| END BALANCE-UNRESERVED | 10,639,046 | 3,328,677 | 3,444,599 | 17,412,321 |
| RESERVED FUND BALANCE | 0 | 359,176 | 0 | 359,176 |
| TOTAL FUNDS | 10,639,046 | 3,687,853 | 3,444,599 | 17,771,497 |
| CHANGE IN FUND BALANCE | 238,020 | 551,894 | (8,937,189) | (8,147,275) |

**CITY OF SEABROOK
ORDINANCE NO. 2016-25
TAX ORDINANCE**

AN ORDINANCE FIXING AND LEVYING MUNICIPAL AD VALOREM TAXES FOR THE CITY OF SEABROOK, TEXAS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, **2017** AND DIRECTING THE ASSESSMENT AND COLLECTION THEREOF.

WHEREAS the City Council of the City of Seabrook finds that the tax for the year **2016** hereinafter levied for current expenses of the city and the general improvement of the city and its property is in all respects necessary and must be levied to provide the revenue requirements of its budget for the ensuing year; and

WHEREAS the City Council of the City of Seabrook further finds that the taxes for the year **2016**, hereinafter levied, are necessary to pay interest and to provide the required sinking fund on outstanding bonds of the city issued for municipal purposes; now, therefore,

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

SECTION 1. For the current expenses of the City of Seabrook and for the general improvement of the city and its properties, there is hereby levied and ordered to be assessed and collected for the year **2016** and for each year thereafter until it be otherwise provided and ordered, an ad valorem tax at the rate of **39.4574** cents on each one hundred dollars (\$100.00) assessed valuation on all property situated within the limits of the City of Seabrook, which property is not exempt from taxation under valid laws.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY .80 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$-28.89.

SECTION 2. For the purpose of paying interest and providing for a sinking fund for the payment of each issue of waterworks system, sewer system and general obligation bonds, including payment of the various installments of principal which may be payable during the ensuing year of such bonds, there is hereby levied and ordered to be assessed and collected for **2016** and for each year thereafter until it be otherwise provided and ordered, an ad valorem tax at the rate of **17.0603** cents on each hundred dollars (\$100.00) assessed valuation on all property situated within the limits of the City of Seabrook, which property is not exempt from taxation under valid laws.

SECTION 3. The total ad valorem tax rate in the City of Seabrook to be assessed and collected for **2016** and for each year thereafter until it be otherwise provided and ordered is **59.5177** cents on each hundred dollars (\$100.00) assessed valuation on all property situated within the limits of the City of Seabrook, which property is not exempt from taxation under valid laws.

SECTION 4. All taxes levied hereby are payable on or before December 31, **2016**. Taxpayers who have not paid their tax bill levied hereunder on or before the 31st day January, **2017** shall be assessed a penalty of six percent (6%) of the amount of the tax for the first calendar month it is delinquent plus one percent (1%) for each additional month or portion of a month the tax remains unpaid prior to July 1st of the year becomes delinquent. A tax delinquent on July 1st incurs a total penalty of twelve percent (12%) of the amount of delinquent tax without regard to the number of months the tax has been delinquent. A delinquent tax accrues interest at the rate of one percent (1%) for each month the tax remains unpaid.

SECTION 5. The term “assessed valuation” as used herein, shall mean a valuation which is one hundred percent (100%) on the actual value of any and all property subject to ad valorem tax. The tax levied by this ordinance shall be calculated upon said “assessed valuation” in relation to the rates above set forth.

SECTION 6. Should any part of this ordinance be held invalid by a court of competent jurisdiction, the remaining parts shall be severable and shall continue to be in full force and effect.

PASSED, APPROVED AND ADOPTED ON FIRST AND FINAL
READING THIS THE 20th DAY OF SEPTEMBER 2016.

GLENN ROYAL, MAYOR

ATTEST:

ROBIN HICKS, TRMC
CITY SECRETARY

**CITY OF SEABROOK
RESOLUTION NO. 2016-17**

UPDATING WATER AND WASTEWATER UTILITY RATES

A RESOLUTION UPDATING WATER AND WASTEWATER UTILITY RATES EFFECTIVE WITH THE SEPTEMBER 15-OCTOBER 15, 2016 BILLING CYCLE FOR THE CITY OF SEABROOK. THIS RESOLUTION REPLACES RESOLUTION NO. 2015-30 WHICH WAS APPROVED ON OCTOBER 20, 2015.

WHEREAS, on March 8, 1988, the City of Seabrook entered into a contract with the City of Pasadena to purchase potable water; and

WHEREAS, the City of Seabrook received a letter from the City of Pasadena dated August 10, 2016; and

WHEREAS, this letter stated the base price per thousand gallons of water being sold to the City of Seabrook was increasing from .7297 to .8937; and

WHEREAS, the City Council intends to adjust water rates to compensate for the increased charge from the City of Pasadena; and

WHEREAS, the City Council intends to issue Certificates of Obligation for the acquisition, construction and improvement of certain public works including wastewater treatment facilities and water & wastewater transmission lines; and

WHEREAS, on the City Council intends to adjust water and sewer rates sufficient to pay the debt service for the Certificates of Obligation; and

WHEREAS, actual utility rate fees are established by Resolution; now, therefore,

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

SECTION 1. WATER RATES.

A. WATER RATES FOR SINGLE METER RESIDENTIAL AND ALL COMMERCIAL CUSTOMERS (SINGLE CUSTOMER AND MULTI CUSTOMER COMMERCIAL METERS).

2016 water rates for these customers in the City of Seabrook shall be as shown below. The minimum bill charge is based on the customer's meter size as shown below and includes up to 2,000 gallons of water usage per month.

| Meter Size | Minimum Bill (for first 2,000 gal) |
|------------|------------------------------------|
| 5/8" | \$ 13.40 |
| 3/4" | \$ 13.40 |
| 1" | \$ 33.51 |
| 1.5" | \$ 67.01 |
| 2" | \$ 107.22 |
| 3" | \$ 201.03 |
| 4" | \$ 335.05 |
| 6" | \$ 670.11 |
| 8" | \$ 1,072.17 |
| 10" | \$ 1,541.25 |
| 12" | \$ 2,881.46 |

| | |
|---|-------------------------------|
| All over 2,000 gallons to 10,000 gallons is: | \$ 3.94 per thousand gallons. |
| All over 10,000 gallons to 15,000 gallons is: | \$ 4.69 per thousand gallons. |
| All over 15,000 gallons is: | \$ 5.60 per thousand gallons. |

B. WATER RATES FOR MULTI-FAMILY METER CUSTOMERS.

A minimum charge of \$ 13.40 per month shall be charged for each living unit serviced by the same meter. This minimum charge will include usage of up to 2,000 gallons per month, per unit.

In addition, all gallons over the minimum allotment will be charged as follows:

| | |
|-----------------------------|-------------------------------|
| 4,001 to 10,000 gallons is: | \$ 3.94 per thousand gallons. |
| All over 10,000 gallons is: | \$ 4.69 per thousand gallons. |

For example, a water meter serves three (3) residential customers. 11,000 gallons usage is recorded for one month. The charge is computed as follows:

| | | |
|---|------------------|---------------------|
| 3 units X | \$ 13.40 | \$ 40.20 base rate. |
| (This pays for the first 6,000 gallons of water.) | | |
| 6,001 gallons – 10,000 gallons @ | \$ 3.94 per/1000 | \$ 15.76 |
| 10,001 gallons – 11,000 gallons @ | \$ 4.69 per/1000 | \$ 4.69 |
| TOTAL MONTHLY WATER BILL | | \$ 60.65 |

THIS SPACE INTENTIONALLY LEFT BLANK

SECTION 2. SEWER RATES.

A. 2016 RESIDENTIAL, MULTI-FAMILY AND LIGHT COMMERCIAL

| | |
|---|------------------|
| First 2,000 gallons | \$ 20.45 minimum |
| All over 2,000 gallons, per 1,000 gallons | \$ 3.86 |
| Maximum charge based on 16,000 gallons | \$ 74.49 |

B. 2016 COMMERCIAL AND INDUSTRIAL SEWER RATES

| | |
|---|------------------|
| First 2,000 gallons | \$ 28.99 minimum |
| All over 2,000 gallons, per 1,000 gallons | \$ 5.07 |

For multi-family dwellings, the monthly charge is based on the connection equivalent of the property whereby the charge is on a per unit basis determined by dividing the total consumption on the master meter(s) by the number of units in the dwelling. The average consumption per unit is used to calculate the sewer charges for each unit. Then the average charge per unit times the number of units, equals the total sewer charge for that meter(s).

SECTION 3. CUSTOMER UTILITY DEPOSITS.

There shall be no increase in customer deposit rates in the City of Seabrook. Customer deposit rates shall remain as follows:

| | |
|---|-----------|
| Homeowner, multi-family living unit equivalent | \$ 100.00 |
| Tenant or Lessee | \$ 100.00 |
| Commercial; 3 months average use, but not less than | \$ 100.00 |
| Irrigation deposit | \$ 100.00 |
| Builder's deposit, per unit, payable at time of water tap | \$ 25.00 |
| Hydrant deposit | \$ 500.00 |

SECTION 4. DEFINITIONS.

The following definitions shall apply to this resolution.

Light Commercial: Office and professional occupancy only.

Commercial: All businesses other than above.

Industrial: A process plant which discharges 70 percent or more of wastewater to storm sewer facilities as determined by the Director of Public Works.

Multi-family meter: Any water meter which serves more than one (1) living unit. For example, an apartment building has one (1) water meter to serve 10 separate apartment units. Or a duplex has one (1) water meter to serve two (2) separate duplex units.

Multi customer commercial meter:
Any water meter which serves more than one business or commercial enterprise. For example, a shopping plaza has one water meter to serve 10 separate businesses/or shops.

Single customer meter:
Any water meter which serves only one (1) living unit or one (1) commercial business or store.

AND IT IS SO ORDERED.

PASSED AND ADOPTED THIS 20th DAY OF SEPTEMBER, 2016.

Glenn Royal, Mayor

ATTEST:

Robin Hicks, TRMC
City Secretary



*CITY
OF
SEABROOK*

AGENDA
BRIEFING

Date of Meeting: September 20, 2016

Submitter/Requestor: Sean Landis

Date Submitted: September 7, 2016

Presenter: Sean Landis

Description/Subject:

Consider and take all appropriate action on the request for approval for amendments to the 11.7726 acre tract Chesapeake Bay Senior Living Community Planned Unit Development (PUD), the addition of a 4.5156 acre tract, a 3.7817 acre tract, and a 7.846 acre tract to increase the residential portion and add commercial uses to the PUD.

AN ORDINANCE AMENDING ORDINANCE 2015-11 APPROVING "CHESAPEAKE BAY PLANNED UNIT DEVELOPMENT (PUD)" LOCATED IMMEDIATELY EAST OF REPSDORPH ROAD AND SOUTH OF BRUMMERHOP PARK, BY REVISING THE PLANNED UNIT DEVELOPMENT ("PUD") PLAN, REGULATIONS, RESTRICTIONS AND CONDITIONS ("PLAN") BY CREATING A PHASE II, III, AND IV, LIMITING ALL COMMERCIAL USES TO BE LOCATED WITHIN PHASE III TO THOSE PERMISSIBLE WITHIN C-1 (LIGHT-COMMERCIAL DISTRICT) WITH THE EXCEPTION THAT RESTAURANTS SHALL BE A USE BY RIGHT AND NOT REQUIRE A CONDITIONAL USE PERMIT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; AND PROVIDING FOR SEVERABILITY.

Name of Applicant (if applicable) : WMF Investments (Bill Friedrichs)

Legal Description (if applicable):

11.7726 acre tract of land partially out of Farm Lot 1 of the Repsdorph Partition, located in the Ritson Morris League Survey Abstract 52, Harris County, Texas. Being a 4.5156 acre tract of land out of the Rison Morris League, Abstract 52, Harris County, Texas. Being a 3.7817 acre tract of land out of Farm Lot 1 of the Ritson Morris League Survey, Abstract 52, Harris County, Texas. Being a 7.846 acre tract of land out of the Ritson Morris League Survey, Abstract 52, Harris County, Texas. The property is located immediately east of Repsdorph Road and south of Brummerhop Park.

Purpose/Need: Policy Issue

Background/Issue (What prompted this need?):

January 6, 2015, City Council along with the Planning and Zoning Commission approved the Chesapeake Bay Luxury Seniors Community, Planned Unit Development Plan. The approved plan consists of 259 units of age restricted multifamily units.

January 21, 2016, the developer requested that the Planning and Zoning Commission consider the following amendments to the approved Chesapeake Bay PUD Plan:

1. Create a Phase II, which consists of an additional 48 units of one story apartment units with attached garages. The units are proposed to be constructed on an additional 6.7 acre tract of land located to the east of the originally approved 11.7726 acre tract of land.
2. Create a Phase III, which consists of Light Commercial Retail and Mini Storage Warehouse. The Light Commercial will include 5000 square feet of C-1 (Light Commercial) retail space. The Mini Warehouse is proposed to be a 3 story, 165,000 square feet climate controlled facility. Phase III is proposed to be constructed on a 5.6 acre tract of land located to the north of the originally approved 11.7726 acres tract of land.

The Commission concluded by a vote 4 to 3 to postpone any decision to recommend any modifications to the Chesapeake Bay PUD until the Comprehensive Master Plan updates have been approved by City Council.

August 2, 2016, City Council with a unanimous vote, approved the 2035 Comprehensive Master Plan.

The Developer, WMF Investments is requesting that the Planning and Zoning Commission consider the following amendments to the approved Chesapeake Bay PUD Plan:

1. Create a Phase II, which consists of an additional 48 units of one story apartment units with attached garages. The units are proposed to be constructed on an additional 4.5156 acre tract of land located to the east of the originally approved 11.7726 acre tract of land.
2. Create a Phase III, which consists of Light Commercial Retail and Mini Storage Warehouse. The Light Commercial will include 5000 square feet of C-1 (Light Commercial) retail space with the exception that restaurants shall be an allowable use by right and not require a conditional use permit. The Mini Warehouse is proposed to be a 3 story, 135,600 square feet climate controlled facility. Phase III is proposed to be constructed on a 3.7817 acre tract of land located to the north of the originally approved 11.7726 acres tract of land.
3. Create a Phase IV, which consists of an additional 90 units of one story apartment units with attached garages and an additional 2,000 square foot clubhouse. The units are proposed to be constructed on an additional 7.846 acre tract of land located to the southeast of the originally approved 11.7726 acre tract of land.

Impacted Parties (Expected/Notified): N/A

Miscellaneous Comments: N/A

Recommended Action:

The proposed changes to the “Chesapeake Bay Senior Living Community Planned Unit Development (PUD)” were recommended for approval by the Planning and Zoning Commission by a 4-2 vote at their regular meeting held on August 18, 2016.

Ayes: Potts, Caradec, Davis and Hammann
Nays: Sharpe and DeHart
Absent: Miller

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.

Planning & Zoning Commission OFFICIAL REPORT

The Planning and Zoning Commission of the City of Seabrook met on August 18, 2016 to hold a meeting to consider:

Request for approval for amendments to the Chesapeake Bay Senior Living Community Planned Unit Development (PUD).

THE PLANNING & ZONING COMMISSION MADE THE FOLLOWING RECOMMENDATION:

APPROVAL APPROVAL WITH AMENDMENTS/CONDITIONS (SEE BELOW) DENIAL
by a concurring vote of a majority of members of the Planning and Zoning Commission present at the meeting on August 18, 2016, as designated below and as certified by the signature of the Chairman. **This document is not valid unless signed by the Chairman/Presiding Commissioner.**

*Language in PUD document section ~~Background~~ Exhibit B
Section B General Provisions shall reflect the condition
approved by the Commission - for Phase 3 shall be C-1
with the exception that restaurants shall be a use
by right and not require a CUP*

| <u>VOTE:</u> | <u>AYE</u> | <u>NAY</u> | <u>ABSTAINED</u> | <u>ABSENT</u> | <u>INITIAL</u> |
|-----------------|------------|------------|------------------|---------------|----------------|
| Rosebud Caradec | X | | | | RC |
| Laura Davis | X | | | | LD |
| Mike DeHart | | X | | | MDH |
| Buddy Hammann | / | | | | BH |
| Dodie Miller | | | | X | |
| Michael Potts | X | | | | MP |
| Michael Sharpe | X | X | | | MDS |

Michael Potts

Michael Potts, Chairman
Planning & Zoning Commission

ATTEST:
Alesia L. Hammock

Alesia L. Hammock
Secretary

Exhibit B

CHESAPEAKE BAY PLANNED UNIT DEVELOPMENT DISTRICT PLAN

A. CONTENTS

This Planned Unit Development District Plan (PUD) includes the following Sections:

- General Provisions
- Permitted Land Uses
- Development Regulations
- Building Regulations

B. GENERAL PROVISIONS

1. The PUD approved herein must be constructed, developed, and maintained in compliance with this ordinance and other applicable ordinances of the City. For Phase 1, Phase 2 and Phase 4; if any provision or regulation of any City ordinance applicable in a R-3(Medium Density) zoning district (Base Zoning) is not contained in this ordinance, all the regulations contained in the Zoning and Subdivision ordinances applicable to the R-3 zoning district in effect on the effective date of this ordinance apply to this PUD as though written herein, and for Phase 3; if any provision or regulation of any City ordinance applicable in a C-1(Light Commercial) zoning district (Base Zoning) is not contained in this ordinance, all the regulations contained in the Zoning and Subdivision ordinances applicable to the C-1 zoning district in effect on the effective date of this ordinance apply to this PUD as though written herein except to the extent the City regulation or provision conflicts with a provision of this ordinance.
2. Except as otherwise provided herein, the words used in this PUD have the meaning established by the Zoning ordinance. In this ordinance:

Accessory building means a building subordinate to a principal building and includes detached garages.

Open Space means the portion of all land contained within the PUD that is not covered by buildings, parking lots, driveways, improved pedestrian areas, or other impermeable material.

PUD means the planned unit development district created by this ordinance.

Shared/Common Driveway means a privately owned and maintained vehicular access way that provides access from a public street to residential or non-residential units.

3. The PUD shall be developed in accordance with the following exhibits that are attached to and made part of this document:

- Exhibit B-1: *Location Map*
- Exhibit B-2: *Site Plan*
- Exhibit B-3: *Access Detail*

| | |
|--------------------------|---|
| Exhibit B-4: | <i>Parking Layout</i> |
| Exhibit B-5: | <i>Open Space</i> |
| Exhibit B-6: | <i>Sign and Solid Waste Enclosure Details</i> |
| Exhibit B-7-7a, 7b & 7c: | <i>Existing Utilities, Proposed Utilities</i> |
| Exhibit B-8a & 8b: | <i>Amenity Center</i> |
| Exhibit B-9a & b: | <i>Building Elevations</i> |
| Exhibit B10a: | <i>Typical Floor Plans</i> |
| Exhibit B10b & c: | <i>Unit A Floor Plans</i> |
| Exhibit B10d & e: | <i>Unit B Floor Plans</i> |
| Exhibit B-11: | <i>Development Schedule</i> |
| Exhibit B-12: | <i>Drainage Plan</i> |

4. As shown on [Exhibit 1, Location Map](#), the PUD encompasses approximately 27.9 acres between West Repsdorph Road to the west, Huckleberry Finn Cove to the east, Larabee Street to the south, and Peeblebrook Drive to the north.
5. Senior Living, age restricted residential development shall substantially conform to the general layout and design concepts illustrated on [Exhibit B-2, Site Plan](#).
6. Refuse containers which are to serve multi-family residential uses are not permitted within view of West Repsdorph Road. [Exhibit 6, Sign and Solid Waste Enclosure Details](#)
7. Signage: a Freestanding sign meeting the City's requirements established in Article 6 – Sign Standards will be constructed on-premises as shown on [Exhibit 6, Sign and Solid Waste Enclosure Details](#)

C PERMITTED LAND USES

1. Phase 1 , Phase 2 and Phase 4, Senior Living - Age Restricted Residential, up to 259 units in Phase 1, 48 units in Phase 2, and 90 units in Phase 4 are permitted as shown on [Exhibit B-2, Site Plan](#), contingent on the following conditions:
 - a) All residents of the facility must be 55 years of age or older, or the spouse of a resident who is 55 years of age or older.
 - b) The facility shall include a common amenity area of not less than 5,000 square feet, including kitchen facilities, common use meeting rooms and gathering places, and shall substantially conform to the general layout and design concepts illustrated on [Exhibit B-8, Amenity Center](#)
 - c) The facility shall provide physical fitness / wellness center
2. Phase 3, Light Commercial and Mini Storage Warehouse.

Up to 135,600 square feet of climate controlled mini storage units are permitted as shown on [Exhibit B-2, Site Plan](#). Restaurant and all uses permitted by right in the C-1 Light Medium Commercial District including 5,000 square feet retail.

D DEVELOPMENT REGULATIONS

1. Maximum height of structures: 3 stories, but no more than 40 feet above ground level except as follows:
 - (a) Chimneys, ornamental tower spires, cooling towers, elevator bulkheads, fire towers, stacks, roof gables, parapet walls, and mechanical equipment may extend an additional Height not to exceed 15 feet above the maximum Height allowed for the Structure to which it is affixed.
 - (b) Satellite Dish Antennas as permitted by the City’s accessory use regulations and towers and antennas and permitted by Article VII, regulating telecommunication towers and antennas.
2. All Senior Living - Age Restricted Residential development shall conform to the (R-3) Medium Density zoning district with the following exceptions:
 - (a) Density: No more than 23 units per acre.
 - (b) Off-street parking:
 - i. 1.4 parking spaces is required for each unit of Senior Living - Age Restricted Residential
 - ii. A minimum fifty percent (50%) of the required parking shall be covered or garage parking.
3. Fencing: An 8’ high opaque, concrete panel fence will be installed along the boundary of the site, adjacent to existing single family residential and an open style “wrought Iron” metal fence with masonry columns may be constructed along the west boundary of the site, adjacent to West Repsdorph Drive, the south boundary of Phase 4.
4. Paving:
 - (a) All parking lots and vehicle use areas must be constructed of concrete.
 - (b) Driveways may be constructed of concrete, or paved with interlocking, multicolored pavers supported by a 6 inch reinforced concrete tray and a sub-grade per City design standards.
5. Building Area: Not more than 50 percent of the total site area shall be covered by building mass.

E LANDSCAPE AND PEDESTRIAN CIRCULATION REGULATIONS

The PUD shall require the following regulations adjacent to any tracts developed for Senior Living – Age Restricted Residential uses:

1. Landscape buffer (Single-family adjacency consideration):
 - (a) 30-foot minimum buffer shall be provided along the eastern property boundaries adjacent to existing single family lots.
2. Lighting used to illuminate sidewalks, landscape buffers, bicycle parking areas, or other common open space shall be arranged, located, or screened to direct light away from existing single-family residential lots.

3. Sidewalks: Sidewalks are required to connect the front entrance of each unit to the paved parking areas. All sidewalks shall be paved with concrete and be a minimum of four (4) feet wide. Trails extending through landscape and natural areas may be constructed using decomposed granite or other similar material.

F BUILDING REGULATIONS

1. Phase 1, Phase 2 and Phase 4, the PUD shall require the following regulations for Senior Living Age Restricted Residential Developments:

- (a) Primary exterior finishes are limited to brick, stone (natural, cast, or cultured-textured), textured concrete panels, glass, and fiber cement siding, cement plaster, and shall comprise at least 70% of each façade.
- (b) Secondary exterior finishes shall include wood, ceramic tiles, concrete masonry units (indented, hammered, or split face concrete), and stucco, and shall comprise no more than 30% of each façade.
- (c) Architectural Metals may be used for canopies, parapet walls, roof systems, and miscellaneous trim work.
- (d) Roofing materials shall be limited to the following:
 - i. Slope roof – dimensional composite shingles, metal, tile
 - ii. Flat roof – shall meet the requirements as required by the IBC

2. Phase 3, the PUD shall require the following regulations for Light Commercial and Mini Storage Warehouse

- (a) *External architectural finishes:* On any structure the entire width and length and 70 percent (from grade or slab skyward) of the facade of the structure facing or visible from the street, shall be constructed of one or more of the following materials:
 - Architectural brick.
 - Architectural block such as broken face or fluted or other decoratively patterned face block.
 - Precast or cast-in-place concrete.
 - Glass.
 - Architectural metals such as aluminum and steel window frames, mullions, muntins, column covers and spandrels.
 - Plaster and/or surface bonding cements and/or cementitious field applied and/or premanufactured surfaces of like materials including fiber cement siding.

CHESAPEAKE BAY

A Master Planned Community

Developed by

WMF INVESTMENTS



SCALE: 1" = 100'
(24" x 36" SHEET)
DATE: 7.13.2016

MUCASEY
& Associates



Architects



JONES | CARTER

CHESAPEAKE BAY

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Developed by

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PROJECT SUMMARY:

Phase 1: Luxury Seniors Community

| Type | Description | Qty. | Area |
|------|---------------------|------|----------|
| A1 | One Bedroom, 1 Bath | 36 | 729 s.f. |
| A2 | One Bedroom, 1 Bath | 12 | 786 s.f. |
| A3 | One Bedroom, 1 Bath | 32 | 795 s.f. |
| A4 | One Bedroom, 1 Bath | 16 | 798 s.f. |
| A5 | One Bedroom, 1 Bath | 17 | 823 s.f. |
| A6 | One Bedroom, 1 Bath | 1 | 759 s.f. |
| A7 | One Bedroom, 1 Bath | 2 | 787 s.f. |
| A8 | One Bedroom, 1 Bath | 1 | 833 s.f. |

Total One Bedroom Units 117 Units

| | | | |
|----|---------------------|----|------------|
| B1 | Two Bedroom, 2 Bath | 35 | 1,001 s.f. |
| B2 | Two Bedroom, 2 Bath | 28 | 1,083 s.f. |
| B3 | Two Bedroom, 2 Bath | 33 | 1,093 s.f. |
| B4 | Two Bedroom, 2 Bath | 35 | 1,095 s.f. |
| B5 | Two Bedroom, 2 Bath | 8 | 1,115 s.f. |
| B6 | Two Bedroom, 2 Bath | 2 | 1,093 s.f. |
| B7 | Two Bedroom, 2 Bath | 1 | 1,095 s.f. |

Total Two Bedroom Units 142 Units

Apartments Total 259 Units 242,995 s.f.

| | |
|---|------------|
| Amenity Center - Net Area | 6,917 s.f. |
| Grille House - Gross Area (558 s.f. each) | 1,116 s.f. |
| Maintenance - Gross Area | 409 s.f. |

Total Phase One Area 251,437 s.f.

Parking Provided:

| | |
|-------------------------------|-----------------|
| Garages | 152 cars |
| Carports | 108 cars |
| Open Parking | 102 cars |
| Total Parking Provided | 362 cars |

Phase 2: Luxury Seniors Community

| Type | Description | Qty. | Area |
|------|---------------------|------|----------|
| A4 | One Bedroom, 1 Bath | 16 | 798 s.f. |
| A5 | One Bedroom, 1 Bath | 8 | 823 s.f. |

Total One Bedroom Units 24 Units

| | | | |
|----|---------------------|----|------------|
| B4 | Two Bedroom, 2 Bath | 16 | 1,095 s.f. |
| B5 | Two Bedroom, 2 Bath | 8 | 1,115 s.f. |

Total Two Bedroom Units 24 Units

Apartments Total 48 Units 45,792 s.f.

Parking Provided:

| | |
|-------------------------------|----------------|
| Garages | 62 cars |
| Open Parking | 31 cars |
| Total Parking Provided | 93 cars |

Phase 3: Retail/Storage

| | |
|---------------------------------------|---------------------|
| Retail Spaces | 5,000 s.f. |
| Climate-Controlled Storage (3 Levels) | 135,600 s.f. |
| Total | 140,600 s.f. |
| Parking Provided | 62 cars |

Phase 4: Luxury Seniors Community

| Type | Description | Qty. | Area |
|------|---------------------|------|----------|
| A4 | One Bedroom, 1 Bath | 28 | 798 s.f. |
| A5 | One Bedroom, 1 Bath | 16 | 823 s.f. |

Total One Bedroom Units 44 Units

| | | | |
|----|---------------------|----|------------|
| B4 | Two Bedroom, 2 Bath | 32 | 1,095 s.f. |
| B5 | Two Bedroom, 2 Bath | 14 | 1,115 s.f. |

Total Two Bedroom Units 46 Units

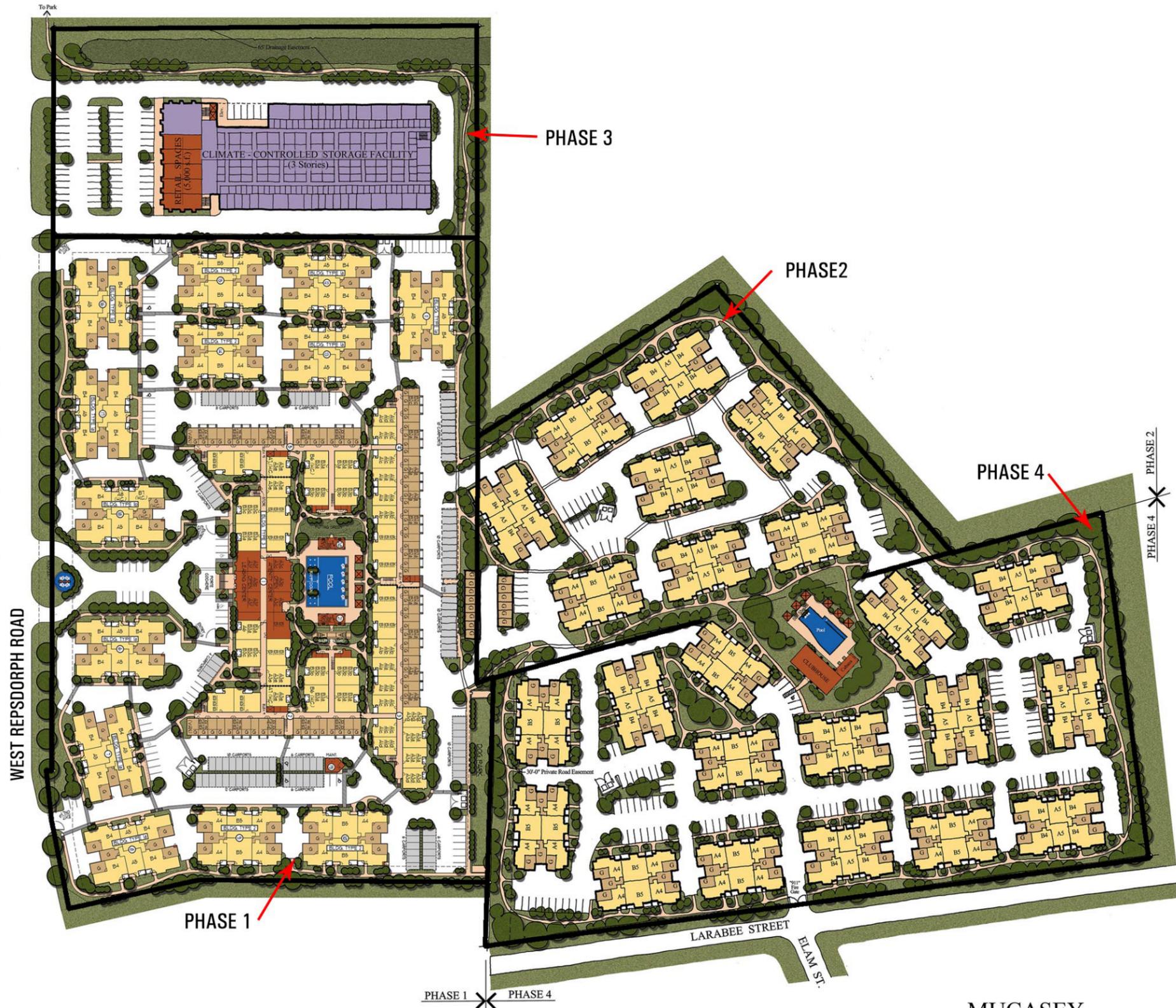
Apartments Total 90 Units 86,162 s.f.

Clubhouse 2,000 s.f.

Total Phase Four Area 88,162 s.f.

Parking Provided:

| | |
|-------------------------------|-----------------|
| Garages | 90 cars |
| Open Parking | 114 cars |
| Total Parking Provided | 204 cars |

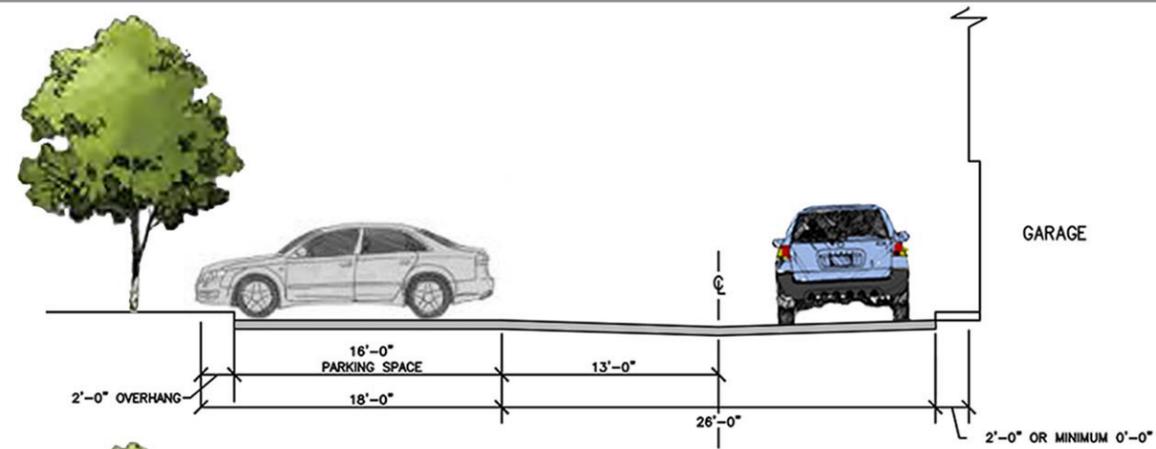


CHESAPEAKE BAY

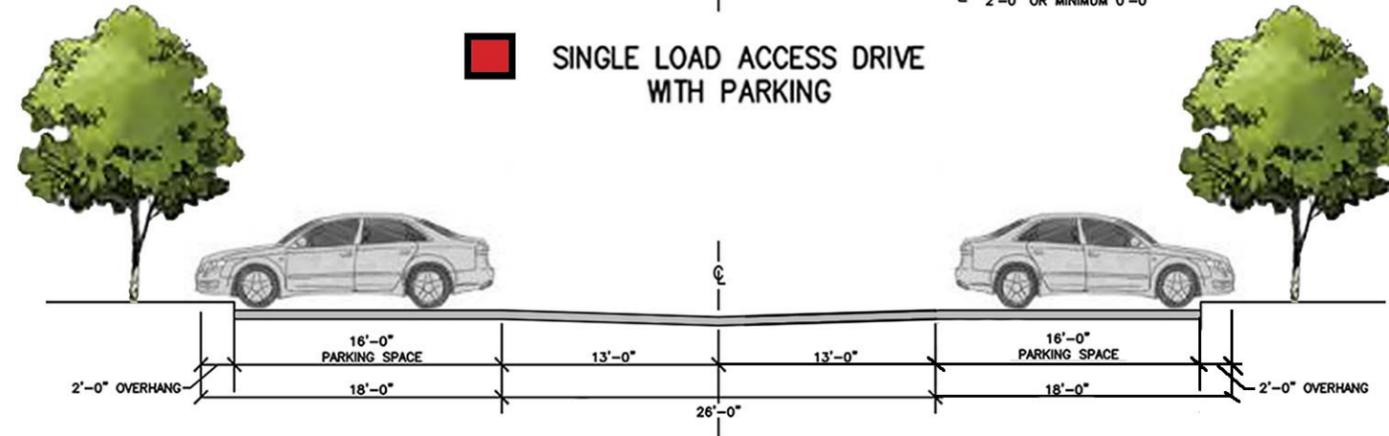
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Developed by

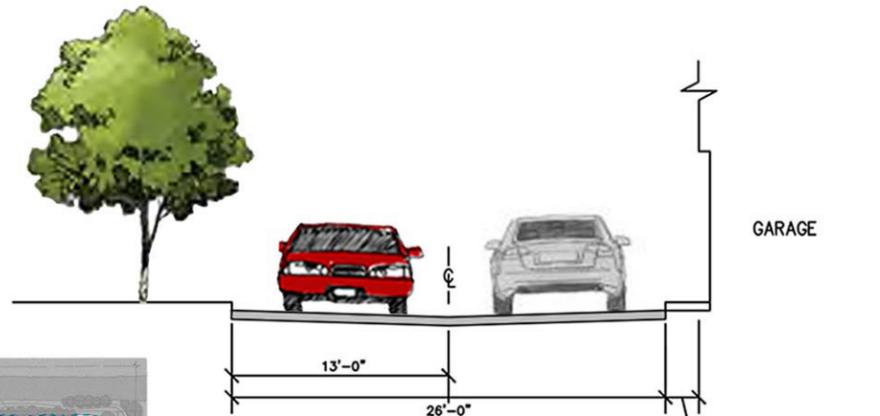
WMF INVESTMENTS



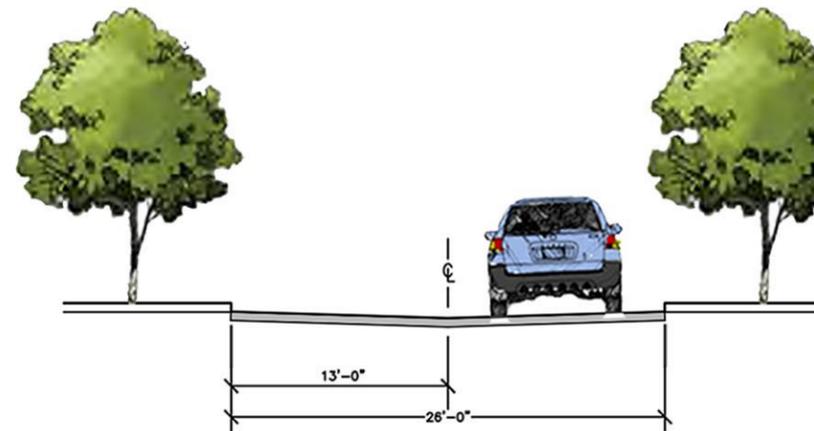
 SINGLE LOAD ACCESS DRIVE WITH PARKING



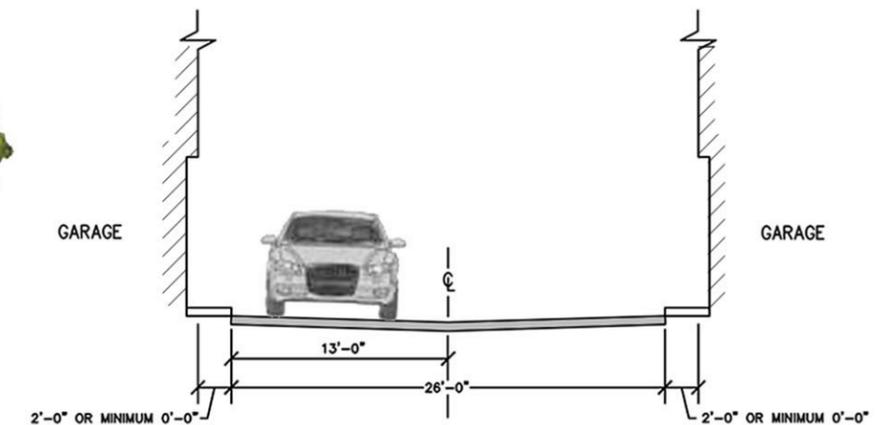
 ACCESS DRIVE WITH PARKING ON BOTH SIDES



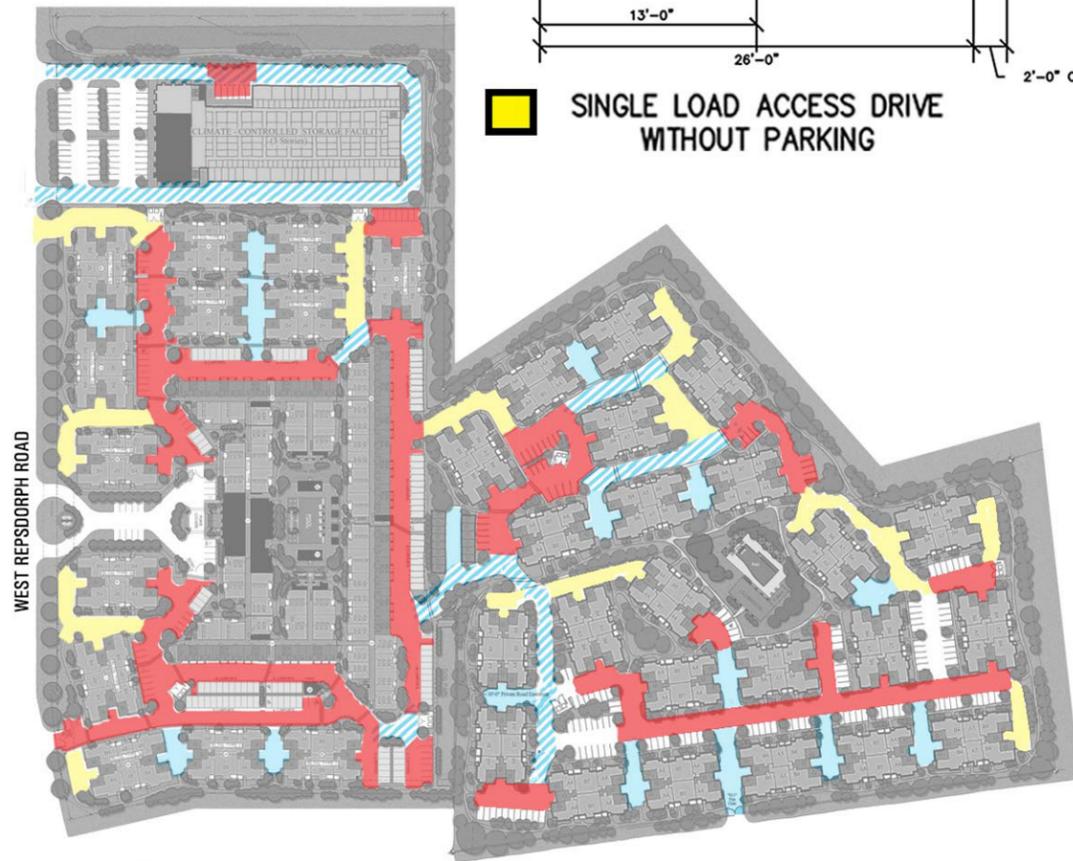
 SINGLE LOAD ACCESS DRIVE WITHOUT PARKING



 TYPICAL ACCESS DRIVE



 DOUBLE LOAD ACCESS DRIVE



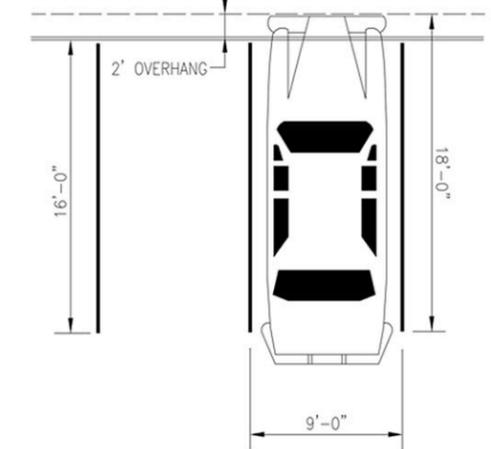
CHESAPEAKE BAY

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PARKING DETAIL:



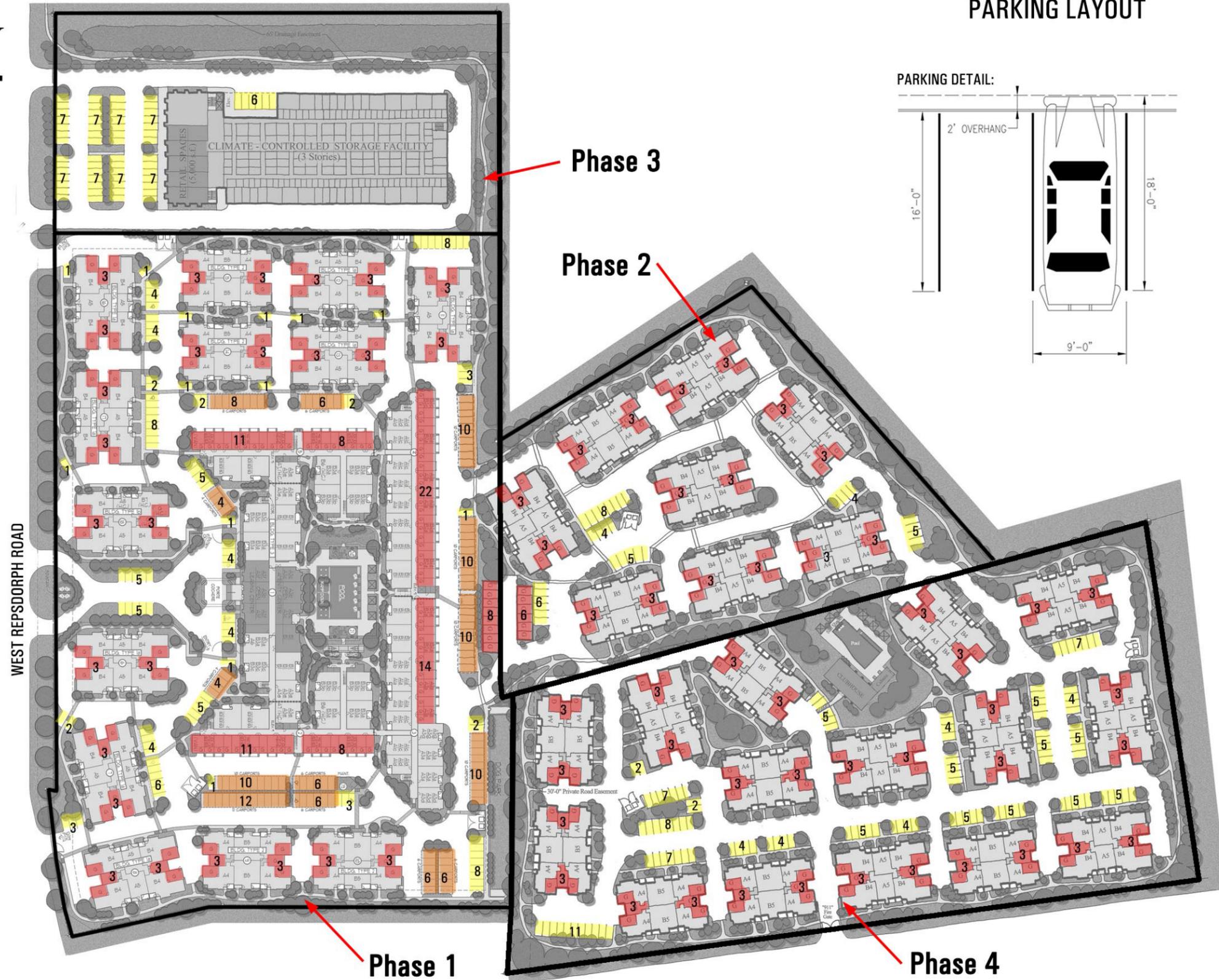
Parking Summary: Phase 1, 2 & 4

Minimum Parking = 1.4 Spaces/Unit

| | | |
|-----|----------------------|------------|
| P1: | ● Attached Garages | 152 |
| | ● Carport | 108 |
| | ● Open Parking | 102 |
| | Total Parking | 362 |
| P2: | ● Attached Garages | 62 |
| | ● Open Parking | 32 |
| | Total Parking | 94 |
| P4: | ● Attached Garages | 90 |
| | ● Open Parking | 114 |
| | Total Parking | 204 |

Parking Summary: Phase 3

| | |
|----------------|----|
| ● Open Parking | 62 |
|----------------|----|



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OPEN SPACE SUMMARY

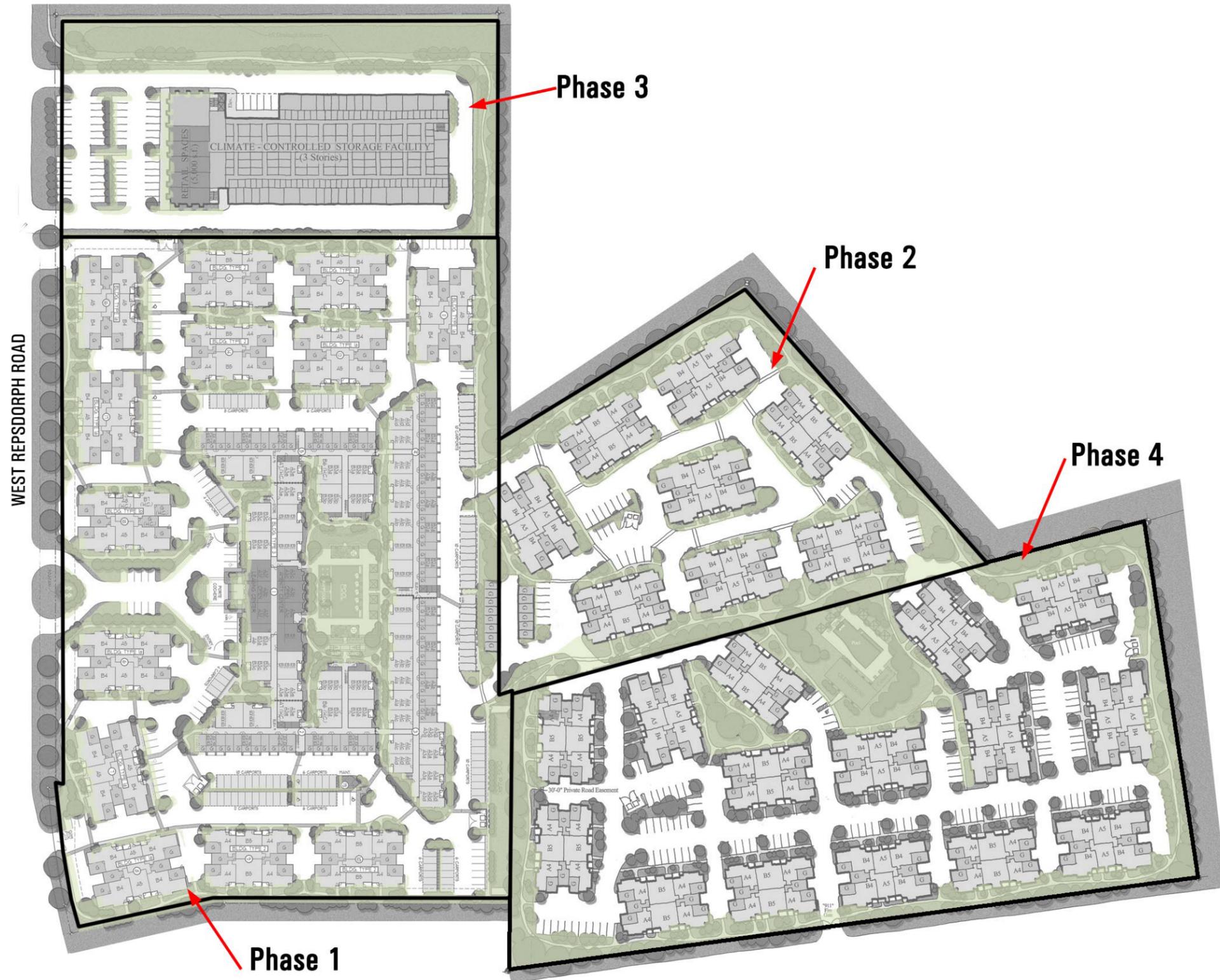
Phase 1: Open Space = 3.1 AC. = 26%
Total Acreage = 11.7 AC.

Phase 2: Open Space = 1.5 AC. = 33%
Total Acreage = 4.5 AC.

Phase 3: Open Space = 1.3 AC. = 34%
Total Acreage = 3.7 AC.

Phase 4: Open Space = 2.8 AC. = 35%
Total Acreage = 8.0 AC.

TOTAL OPEN SPACE = 8.7 AC. = 31%

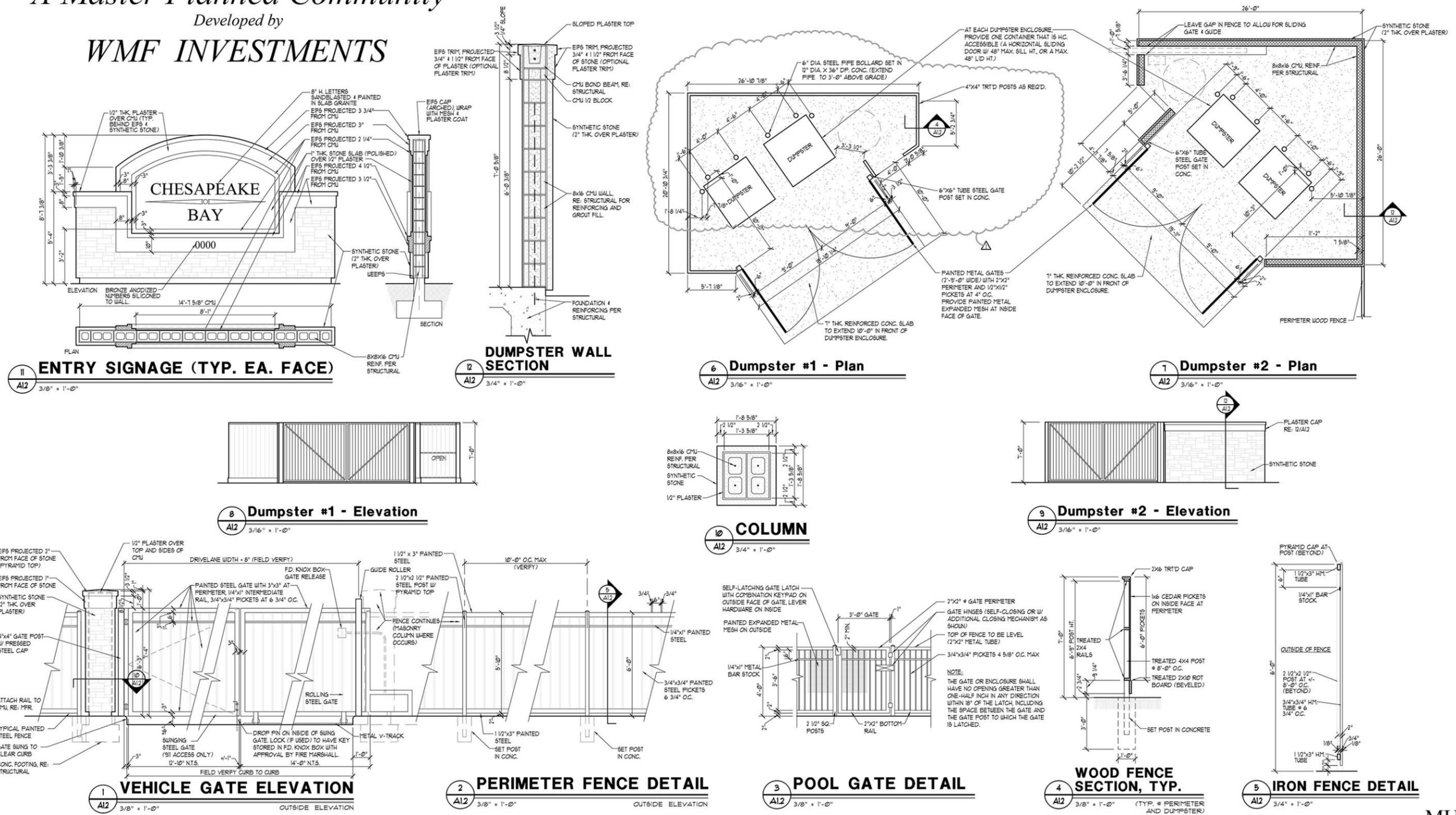


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0' 50' 100' 200'

SCALE: 1" = 100'
(24" x 36" SHEET)
DATE: 7.13.2016

MUCASEY
& Associates



Architects



JONES | CARTER

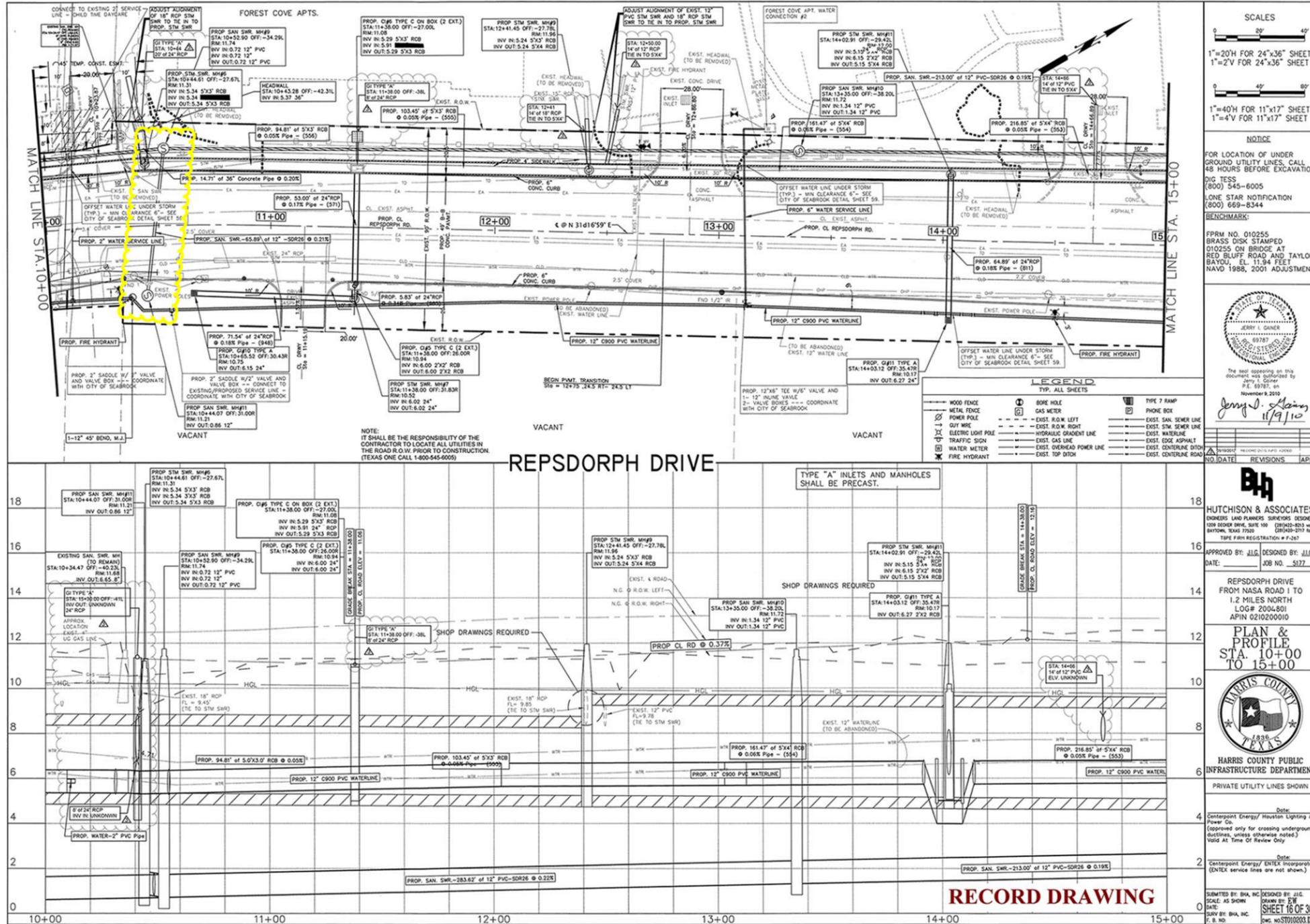
CHESAPEAKE BAY

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EXHIBIT B-7a:
EXISTING UTILITIES



SCALES

1"=20' FOR 24"x36" SHEET
1"=2'V FOR 24"x36" SHEET

1"=40' FOR 11"x17" SHEET
1"=4'V FOR 11"x17" SHEET

NOTICE

FOR LOCATION OF UNDERGROUND UTILITY LINES, CALL 48 HOURS BEFORE EXCAVATION DIG TESS (800) 545-6005

ONE STAR NOTIFICATION (800) 669-8344

BENCHMARK:

FRM NO. 010255 BRASS DISK STAMPED 010255 ON BRIDGE AT RED BLUFF ROAD AND TAYLOR BAYOU, EL. 11.94 FEET NAVD 1988, 2001 ADJUSTMENT

LEGEND

ALL SHEETS

Jerry D. Stearns
11/9/10

HUTCHISON & ASSOCIATES

ENGINEERS LAND PLANNERS SURVEYORS DESIGNERS

1000 DODD DRIVE, SUITE 100 (281)423-2813
BAYTOWN, TEXAS 77528 (281)423-2717

TYPE FIRM REGISTRATION # F-287

APPROVED BY: JLG, DESIGNED BY: JLG
DATE: _____ JOB NO. 5377

REPSDORPH DRIVE
FROM NASA ROAD 1 TO 1.2 MILES NORTH
LOG# 2006/501
APIN 0210200010

PLAN & PROFILE
STA. 10+00 TO 15+00

HARRIS COUNTY

HARRIS COUNTY PUBLIC INFRASTRUCTURE DEPARTMENT

PRIVATE UTILITY LINES SHOWN

Date: _____
Centerpoint Energy/ Houston Lighting & Power Co.
(approved only for crossing underground facilities, unless otherwise noted)
Valid At Time Of Review Only

Date: _____
Centerpoint Energy/ ENTEC Incorporated
(ENTEK service lines are not shown.)

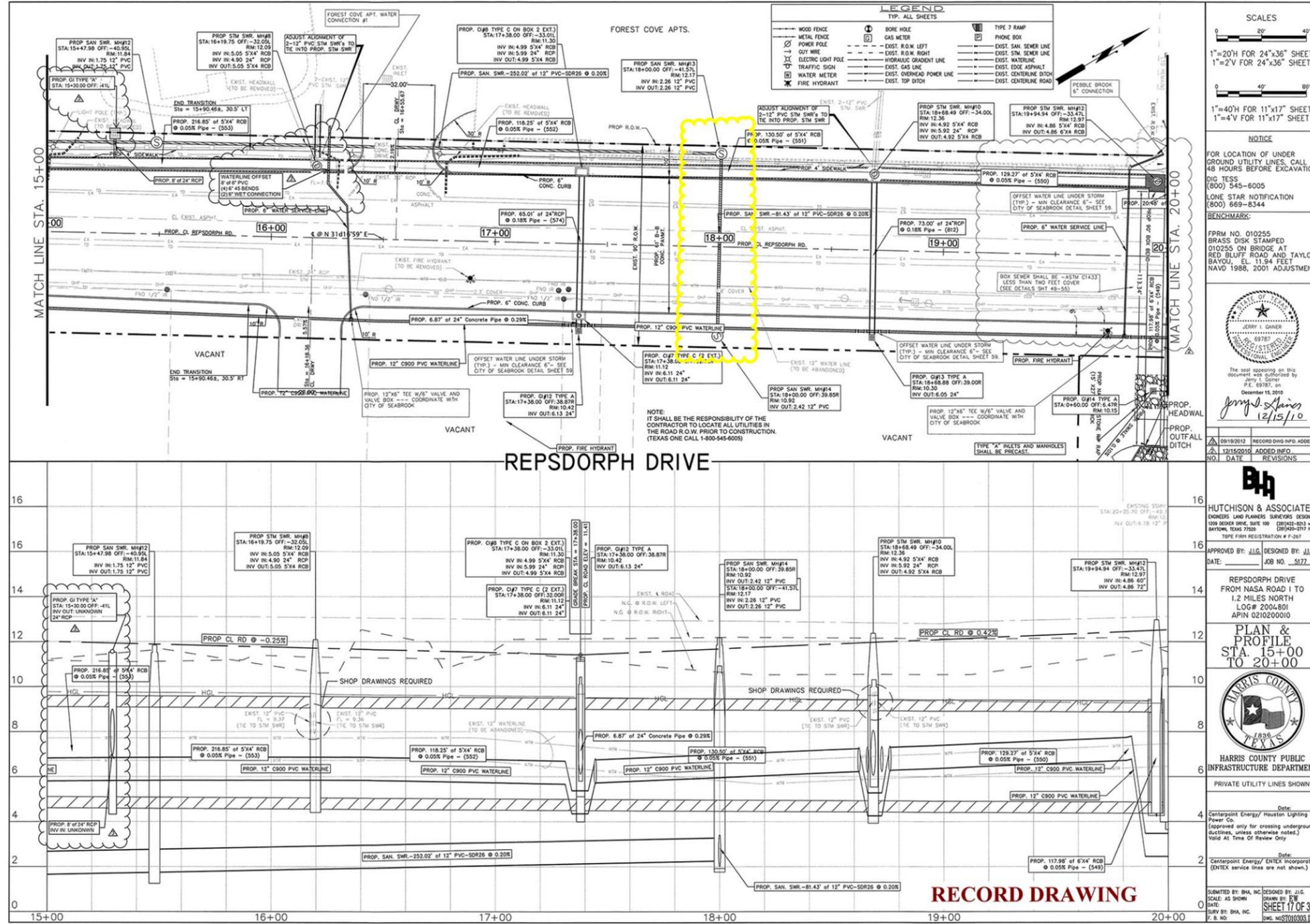
SUBMITTED BY: BHA, INC. DESIGNED BY: JLG
SCALE: AS SHOWN DRAWN BY: JLG
DATE: _____ SHEET 16 OF 309
F. & NO. _____ POC: WJST010003.DWG

CHESAPEAKE BAY

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HUTCHISON & ASSOCIATES
ENGINEERS LAND PLANNERS SURVEYORS DESIGNERS
1200 BOKER DRIVE, SUITE 100 (281)462-8033
BAYLOR, TEXAS 77250 (281)462-2717
TYPE FIRM REGISTRATION # F-267

APPROVED BY: JLG, DESIGNED BY: JLG
DATE: _____ JOB NO. 5177

REPSDORPH DRIVE
FROM NASA ROAD 1 TO
1.2 MILES NORTH
LOG# 2004801
APIN 021020010

PLAN & PROFILE
STA. 15+00
TO 20+00

HARRIS COUNTY
TEXAS
1836

HARRIS COUNTY PUBLIC
INFRASTRUCTURE DEPARTMENT
PRIVATE UTILITY LINES SHOWN

Date: _____
Centerpoint Energy/ Houston Lighting & Power Co.
(approved only for crossing underground facilities, unless otherwise noted)
Valid At Time Of Review Only

Date: _____
Centerpoint Energy/ ENTEK Incorporated
(ENTEK service lines are not shown.)

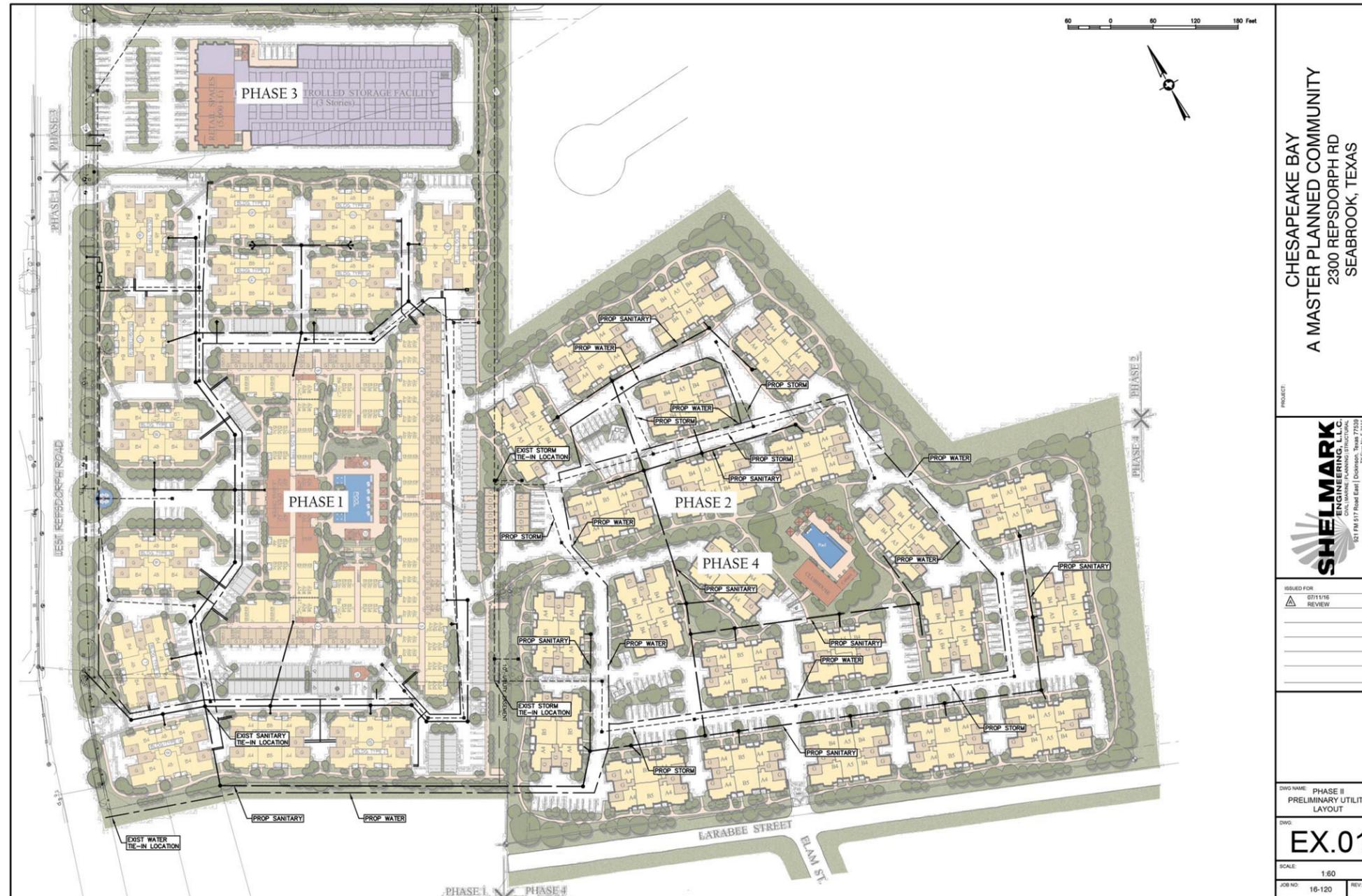
SUBMITTED BY: BHA, INC. DESIGNED BY: JLG.
SCALE: AS SHOWN DRAWN BY: JLG
DATE: _____ DATE: _____
SURV BY: BHA, INC. SHEET 17 OF 309
P. & NO. INC. H-20100333.DWG

CHESAPEAKE BAY

A Master Planned Community

Developed by

WMF INVESTMENTS



PROJECT:
CHESAPEAKE BAY
A MASTER PLANNED COMMUNITY
2300 REPSDORPH RD
SEABROOK, TEXAS
WMF INVESTMENTS



| | |
|------------|--------|
| ISSUED FOR | |
| 07/11/16 | REVIEW |
| | |
| | |

| | |
|---|--------|
| DWG NAME: PHASE II PRELIMINARY UTILITY LAYOUT | |
| DWG: EX.01 | |
| SCALE: 1:80 | |
| JOB NO: 16-120 | REV: A |

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AMENITY CENTER

Chesapeake Bay - A Luxury Seniors Community 6,917 s.f.

Mucasey & Associates, Architects



MUCASEY & Associates
DATE: 7.13.2016



CHESAPEAKE BAY

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POOL PLAN

Chesapeake Bay - Luxury Seniors Community

Mucasey & Associates, Architects

CLUBHOUSE & CABANA

Chesapeake Bay Phase 4

Mucasey & Associates, Architects

July 13, 2016

DATE: 7.13.2016

MUCASEY
& Associates



Architects

CHESAPEAKE BAY

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EXHIBIT B-9a:

BUILDING ELEVATIONS
PHASE 1, PHASE 2 & PHASE 4



Amenity Center Detail



Clubhouse and Cabana



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EXHIBIT B-9b:
BUILDING ELEVATIONS
PHASE 3



Phase 3 Street View



Phase 3 Side View

CHESAPEAKE BAY

A Master Planned Community

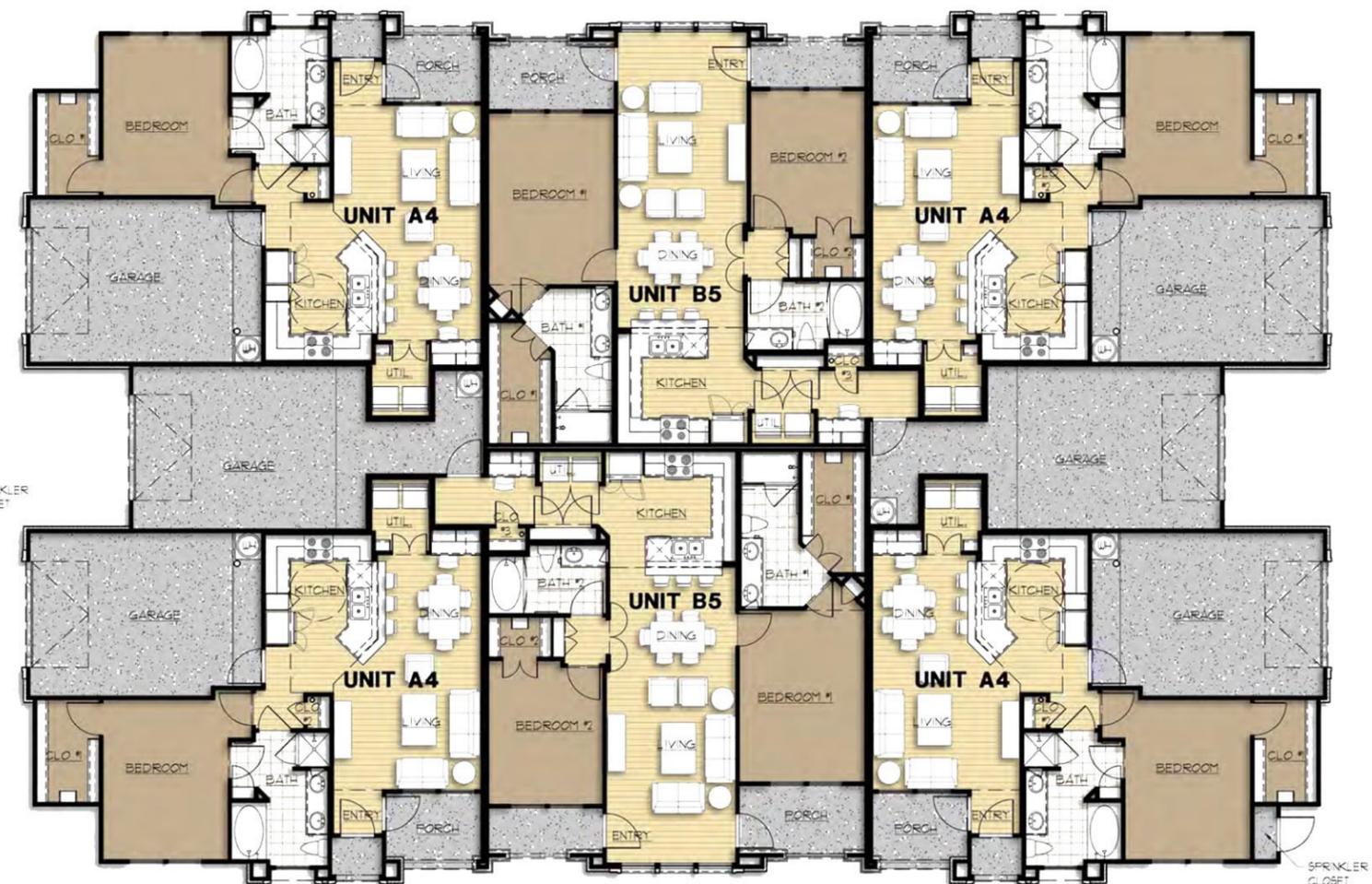
Developed by

WMF INVESTMENTS



BUILDING TYPE 1 - Floor Plan

Chesapeake Bay - A Luxury Seniors Community
Mucasey & Associates, Architects



BUILDING TYPE 2 - Floor Plan

Chesapeake Bay - A Luxury Seniors Community
Mucasey & Associates, Architects

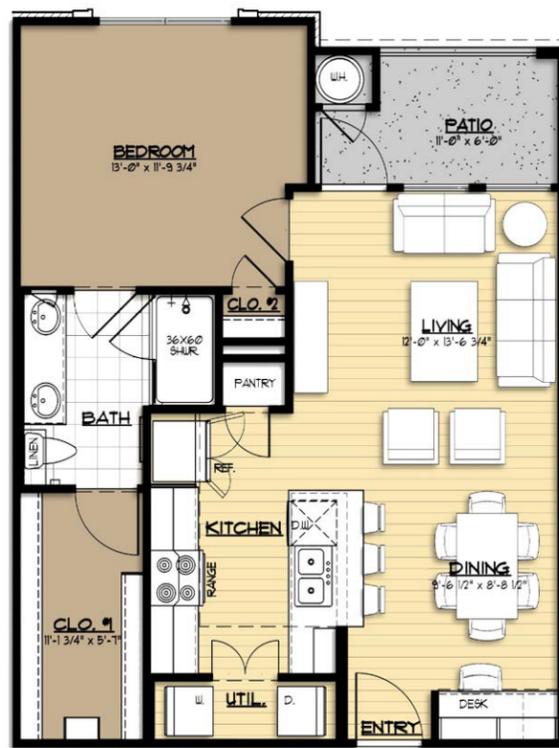
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EXHIBIT B-10b:
UNIT "A" FLOOR PLANS



UNIT "A1" - One Bedroom, 1 Bath

729 s.f.



UNIT "A2" - One Bedroom, 1 Bath

746 s.f.



UNIT "A3" - One Bedroom, 1 Bath

795 s.f.



UNIT "A4" - One Bedroom, 1 Bath (attached garage)

798 s.f.

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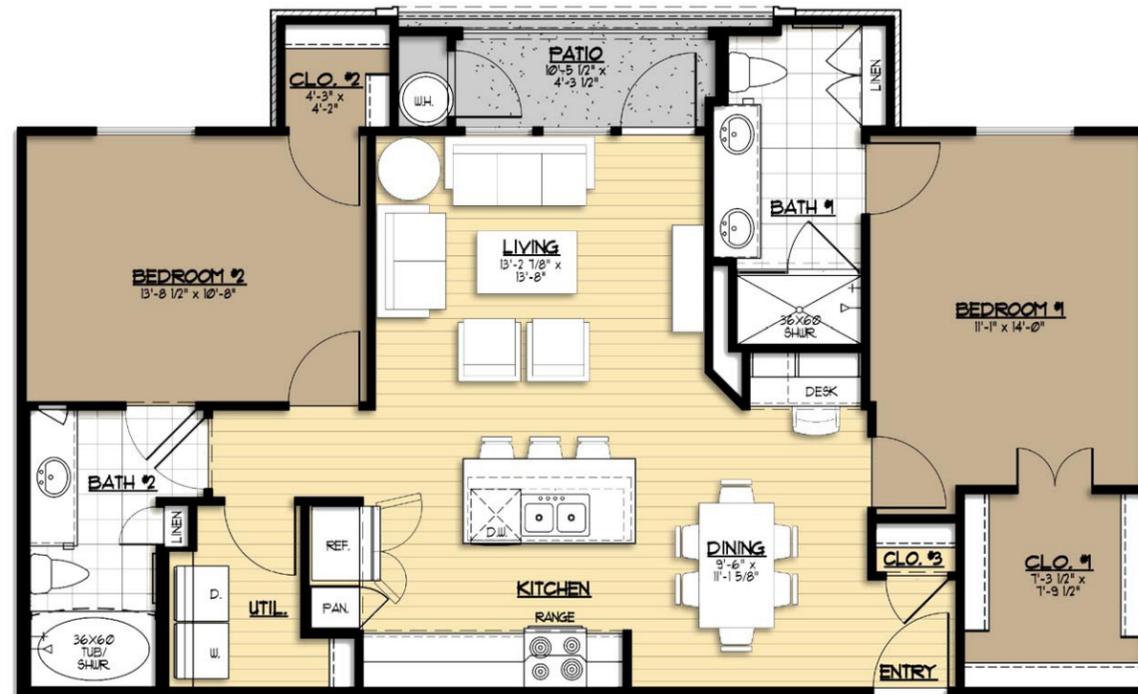
WMF INVESTMENTS

EXHIBIT B-10d:
UNIT "B" FLOOR PLANS



UNIT "B1" - Two Bedroom, 2 Bath

1,001 s.f.



UNIT "B2" - Two Bedroom, 2 Bath

1,083 s.f.



UNIT "B3" - Two Bedroom, 2 Bath

1,093 s.f.

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EXHIBIT B-10e:
UNIT "B" FLOOR PLANS



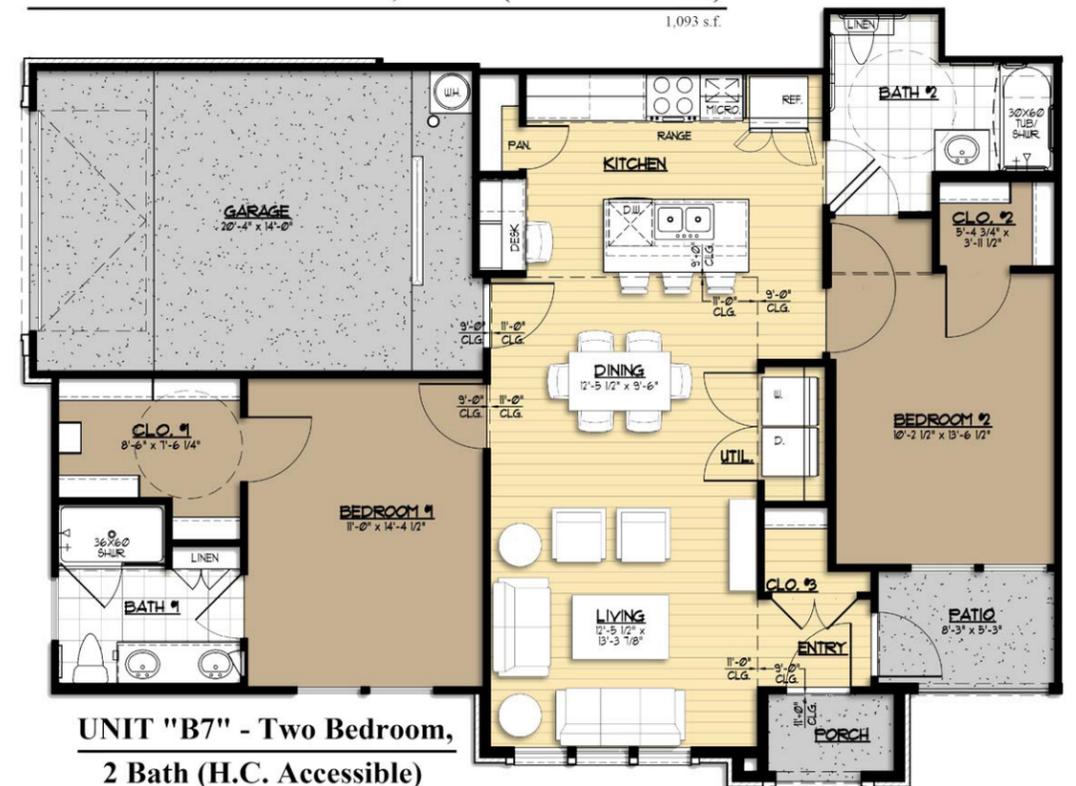
UNIT "B5" - Two Bedroom, 2 Bath

1,115 s.f.



UNIT "B6" - Two Bedroom, 2 Bath (H.C. Accessible)

1,093 s.f.



**UNIT "B7" - Two Bedroom,
2 Bath (H.C. Accessible)**

1,095 s.f.



UNIT "B4" - Two Bedroom, 2 Bath

1,095 s.f.

EXHIBIT B-11
CHESAPEAKE BAY PLANNED UNIT DEVELOPMENT
PRELIMINARY DEVELOPMENT SCHEDULE

PHASE 1:

- A. Second Quarter 2015: Design and plan review and approval
- B. Third Quarter 2015: Begin on site construction
- C. Fourth Quarter 2017: Construction complete
- D. Second Quarter 2017: Begin occupancy.

PHASE 2:

The following is an estimate based on favorable market conditions and project leasing:

- A. First Quarter 2017: Design and plan review and approval
- B. Fourth Quarter 2017: Begin on site construction
- C. Fourth Quarter 2018: Construction complete
- D. Fourth Quarter 2018: Begin occupancy.

PHASE 3: Commercial

The following is an estimate based on favorable market conditions and project leasing:

- A. Fourth Quarter 2016: Design and plan review and approval
- B. First Quarter 2017: Begin on site construction
- C. Third Quarter 2017: Construction complete
- D. Third Quarter 2017: Begin occupancy.

PHASE 4:

The following is an estimate based on favorable market conditions and project leasing:

- A. First Quarter 2018: Design and plan review and approval
- B. Third Quarter 2018: Begin on site construction
- C. First Quarter 2019: Construction complete
- D. First Quarter 2019: Begin occupancy

CHESAPEAKE BAY

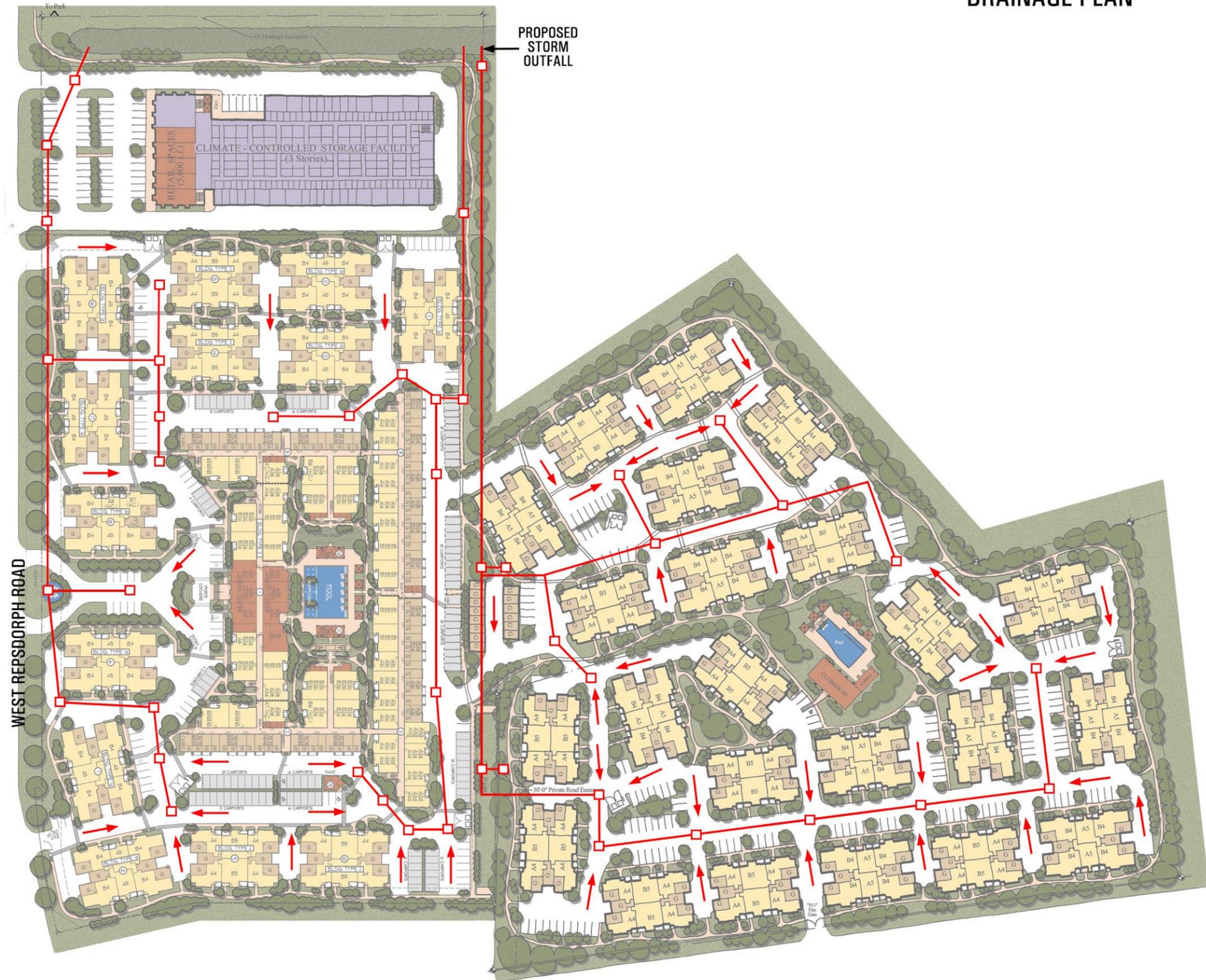
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STORM LEGEND

-  STORM INLET
-  STORM PIPE
-  DRAINAGE FLOW



State of Texas §
 § TOURISM AGREEMENT
County of Harris §

This Agreement (agreement), is made and entered into by Bay Area Houston Convention and Visitors Bureau, hereinafter referred to as **BAHCVB**, having its principal place of business at 604 Bradford Ave., Kemah, TX 77564, and the CITY OF SEABROOK, hereinafter referred to as CITY, having its principal place of business at 1700 First Street, Seabrook, TX 77586.

WITNESSETH:

WHEREAS, the CITY desires to contract for the management and supervision of the tourism programs described herein, as provided in TEXAS TAX CODE §351.101; and

WHEREAS, **BAHCVB** hereby agrees to perform the management and supervision of the programs hereinafter specified in accordance with the Agreement; and

NOW, THEREFORE, **BAHCVB** and the CITY do hereby agree as follows:

**ARTICLE I
LEGAL AUTHORITY**

Each party warrants that it possesses adequate legal authority to enter into this Agreement and any necessary amendments hereto.

**ARTICLE 2
APPLICABLE LAWS**

BAHCVB and the CITY agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances, and laws in effect or promulgated during the term of this Agreement by the State of Texas.

**ARTICLE 3
WHOLE AGREEMENT**

The Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any all oral and written Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

**ARTICLE 4
TERM**

Each party who has a signed contract will have the right to terminate this contract each year of the three year agreement (Agreement October 1, 2016 thru September 30, 2019). Notification of termination must be received in writing by July 1st. Termination may occur if the measurements are not met or exceeded (Refer to addendum). The written notice must be given to the Chairman of the Board of the **BAHCVB** who in turn will notify the current Board members of the **BAHCVB** and the Executive Director.

**ARTICLE 5
SCOPE OF WORK**

The services to be performed by **BAHCVB** are herewith outlined in Attachment "A" Scope of Services, which is hereby incorporated into and made a part of the Agreement.

**ARTICLE 6
COORDINATION OF MARKETING EFFORTS**

The **BAHCVB** and each City shall work together and coordinate their respective marketing activities to avoid duplication of efforts and to increase marketing efficiency. Thru its annual plan the **BAHCVB** will develop their marketing efforts with the guidance and recommendations of the Marketing Task Force. The task force will consist of the **BAHCVB** Executive Director and one individual from each member city that can in turn report back to their respective city on the plan and accomplishments. The Executive Director will also work closely with the local Chambers and Cities to align their efforts. The Executive Director will be responsible for providing an annual report to each city of the results of their efforts.

**ARTICLE 7
PAYMENTS**

In consideration of the marketing services provided by **BAHCVB**, the City shall compensate **BAHCVB** at the rate equal to fifteen percent (15%) of the respective Hotel Occupancy tax (HOT) revenues collected by the City. The fifteen percent (15%) shall only apply to HOT revenue collected by the City and paid to the **BAHCVB** within sixty (60) days of the end of each quarter. Each city will also receive and approve an annual budget from the **BAHCVB** no later than September 15 as a condition to the first payment of the fiscal year by the City.

THIS SPACE INTENTIONALLY LEFT BLANK

**ARTICLE 8
REPORTING**

BAHCVB shall make an annual report to the City Council of the CITY, which report shall list the expenditures made by **BAHCVB** from the funds received from the CITY pursuant to this Agreement and an account of hotel occupancy, collateral, advertisement, and other programs that relate to this Agreement.

BAHCVB, as required by the Texas Tax Code, shall maintain all revenue received from the CITY under this Agreement in a separate account established for the receipt and expenditures of these funds. **BAHCVB** shall not commingle any funds received under this Agreement with other funds of **BAHCVB**. The CITY retains the right to inspect the books and records of the **BAHCVB** upon prior written notice and conduct or have conducted an independent audit of all funds received under this Agreement, which audit may be performed by the CITY's audit staff, a certified public accountant firm, or other auditors as designated by the CITY. Announcement of such audit requests must be given with a 60 day grace period. The audits will be conducted according to state law, regulations, generally accepted auditing standards, and established procedures and guidelines of the CITY.

**ARTICLE 9
DEFAULT**

A party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement. Before any failure of any party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such a failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement shall be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within 30 days of the receipt of such notice. If performance has not commenced within 30 days of the receipt of a notice of default, the complaining party may declare the Agreement in default and proceed to seek recovery of any and all damages suffered as a result of such breach.

**ARTICLE 10
INDEPENDENT CONTRACTOR**

The parties intend that **BAHCVB**, in performing the specified services, shall act as an Independent Contractor and shall have control of the work and the manner in which it is performed. **BAHCVB** will perform **BAHCVB** services for the CITY in accordance with currently approved methods and standards applicable to **BAHCVB**'s business. **BAHCVB** shall be free to contract for similar services to be performed for other employers while **BAHCVB** is under contract with CITY.

ARTICLE 11
INDEMNITY

BAHCVB 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, causes of action, suits and liability of every kind, including all expenses of litigation, courts costs, attorneys' fees, for injury to or death of any person, or for any and all damages arising out of or in connection with the work performed or required to be performed by **BAHCVB**, its agents, servants, employees, and/or subcontractors pursuant to this Agreement, the conduct or management of **BAHCVB's** business or activities, or from any act or omission by **BAHCVB**, its agents, servants, and/or subcontractors on or about the property, where such injuries, death or damages are caused by the joint negligence of the CITY, its officers, agents and any other person or entity and/or by the joint or sole negligence of **BAHCVB**, its officers, agents, employees, and/or subcontractors. It is the expressed intention of the parties hereto, both the **BAHCVB** and the CITY, that the indemnity provided for in this paragraph is indemnity by the **BAHCVB** to indemnify and protect the CITY from the consequences of (1) the negligence of the CITY, Its officers, agents and/or employees, where the negligence is a concurring cause of the resulting injury, death or damage and/or (2) **BAHCVB's** its agents', servants', employees' and or subcontractors' joint and/or sole negligence. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where the injury, death , or damage results from the sole negligence of the CITY, its officers, agents and/or employees unmixed with the fault of any other person or entity.

ARTICLE 12
CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal and state law or regulations, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. Otherwise, the parties hereto, may alter or amend this Agreement only by written amendments mutually agreed upon by **BAHCVB** and the CITY.

ARTICLE 13
ASSIGNMENT AND SUBCONTRACTING

BAHCVB may not sell, assign, or subcontract, all or part of its interest in this Agreement to another party or parties without written approval of the CITY of such sale, assignment, or subcontract. The CITY may require any records or financial statements necessary in its opinion to ensure such sale, assignment, or subcontract will be in the best interest of the CITY.

**ARTICLE 14
WAIVER**

Failure of either party hereto to insist on the strict performance of any of the agreements contained herein or to exercise any rights or remedies accruing thereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by an appropriate remedy, strict compliance with any other obligation hereunder, to exercise any right or remedy occurring as a result of any future default or failure of performance.

**ARTICLE 15
SEVERABILITY**

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

**ARTICLE 16
FORCE MAJEURE**

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident judgment, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed.

**ARTICLE 17
VENUE**

Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

THIS SPACE INTENTIONALLY LEFT BLANK

**ARTICLES 18
NOTICES**

All notices required by this Agreement shall be delivered in person or by United States mail, postage prepaid, and shall be addressed:

To BAHCVB:

Bay Area Houston Convention and Visitors Bureau
Attn: Executive Director
604 Bradford Avenue
Kemah, TX 77564

To CITY:

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

This instrument, in duplicate originals, has been signed by the parties hereto on the date previously indicated.

BAY AREA HOUSTON CONVENTION
AND VISITORS BUREAU

CITY OF SEABROOK, TEXAS

By: _____

By: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

ATTACHMENT "A"

SCOPE OF SERVICES

During the term of this agreement, Bay Area Houston Convention and Visitors Bureau ("**BAHCVB**") agrees to provide the following services. Each participating city will assist in the establishing of the guidelines with the **BAHCVB** Board and Marketing Task Force:

I. Finance

- Work with the BAHCVB Board and Executive Director to develop a budget
- Present the annual budget to member cities with a public relations plan

II. Marketing and Communications

- Develop a public relations plan outlining objectives, tactics, messaging, and priorities to promote the Bay Area Houston and participating cities
- Offer its members sponsored content and co-op advertising opportunities
- Maintain an internet presence with on-line booking engine that includes all accommodations within the member cities
- Maintain updated listing of all restaurants/retail/entertainment establishment and events as provided by their members
- Provide members with a dedicated page on the **BAHCVB** website in which each CITY will have the option to provide contact information, website address, photo, logo and marketing copy.
- Distribute press releases for events, articles of interest, and announcements relevant to the visitor destination industry, upon request. Press releases will be sent to the appropriate target market, gleaned from a distribution list that includes media outlets located throughout the drive market, the state, and the shoulder regions.
- Distribute calendar listing of events (as provided by the members) to statewide print and website media outlets.
-

III. Collateral

BAHCVB will:

- **BAHCVB** will develop, print, and distribute regional visitors guides, including listings for all regional accommodation properties , major visitor attractions and key public events. In conjunction with this they will also help to develop and print a fun map and distribute to all accommodations, attractions, airports, Visitors Centers and Texas Welcome Centers.

IV. Brand Development

- Thru the Marketing Task Force, coordinate thru member cities on branding of the Bay Area Houston and incorporate city brands and promotional efforts with **BAHCVB** marketing initiative.
- Distribute member cities collateral (as provided by member) at no cost to the members to all leads generated by advertising and public relations programs.
- Provide a hospitality training/education event each year to benefit partners, members and affiliates.

V. Industry Representation

- Fund membership and actively participate in the Texas Hotel and Lodging Association and its programs to ensure advocacy for the travel and hospitality industry within our region and member cities
- Exert the effort to visit with hotel management at the participating cities

VI. Accountability/Marketing

It is understood that the first year of the newly re-organized **BAHCVB** will be transitional with its main focus on marketing the member cities and regional area. The following are the areas of focus that will be defined in detail:

- Develop an Overall Marketing/Business plan for the **BAHCVB**
 - Number of tours, visits and meetings with narrative
- Maintain Website
 - Provide Google/Website Analytics
 - # of hits
 - # of unique visitors
 - # of page views
 - Top 10 pages viewed
 - Top 10 downloads
 - # of contacts that subscribe to e-mail blast
- Number and summary of promotions completed
- Work closely with the Houston First Organization
- Maintain the Visitors Center (# of walk-ins and call summary)
- Summary of promotions to increase reach
- List of social media outlets and report analytics
- Provide relevant and timely updated reports on current happenings, marketing reports etc. with member cities
- Maintain and advertise an area activities/events calendar
- Reserve the right to request additional reporting and/or special reporting that is capable as personnel and technology allow in the future

ACTION ITEM CHECK LIST STATUS

| # | STATUS | DATE ASSIGNED | RESPONSIBLE ORGANIZATION | AGENDA ITEM NUMBER | DESCRIPTION OF ACTION ITEM |
|----|--------------|---------------|--------------------------|--------------------|---|
| 23 | OPEN/IN WORK | 11/4/2014 | Mayor / City Mgr. | 5.1 | Provide periodic updates on TxDOT's progress to improve/widen SH 146. |
| 32 | OPEN/IN WORK | 2/17/2015 | Staff | 6.1 | Provide periodic project updates |
| 35 | OPEN/IN WORK | 7/19/2016 | Council | 6.1 | Provide periodic update on park bench and Pelican purchases |

September 2016

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|---|---|-----|--|---|---|
| | | | | 1 <i>Open Space & Trails 5:00pm</i> | 2 | 3 |
| 4 | 5 <i>Labor Day City offices closed</i> | 6 <i>Regular Council Meeting 7:00pm</i> | 7 | 8 <i>EDC 7:00pm</i> | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 <i>P&Z 7:00pm</i> | 16 | 17 <i>2016 Seabrook Kids' Fish</i> |
| 18 | 19 | 20 <i>Regular Council Meeting 7:00pm</i> | 21 | 22 <i>CERT Training</i> | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 <i>CERT Training</i> | 30 <i>Seabrook Saltwater Derby</i> | |

October 2016

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|------------------------|---|-----|--|-----|---|
| | | | | | | 1 |
| 2 | 3 | 4 <i>Regular Council Meeting 7:00pm</i> | 5 | 6 <i>Open Space & Trails 5:00pm CERT Training</i> | 7 | 8 <i>Seabrook Citizen's University Day</i> |
| 9 | 10 | 11 | 12 | 13 <i>EDC 7:00pm CERT Training</i> | 14 | 15 |
| 16 | 17 | 18 <i>Regular Council Meeting 7:00pm</i> | 19 | 20 <i>P&Z 7:00pm CERT Training</i> | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 <i>CERT Training</i> | 28 | 29 |
| 30 | 31 <i>Halloween</i> | | | | | |