

**SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
TUESDAY, JULY 16, 2013 - 7:00 PM**

NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **TUESDAY JULY 16, 2013 AT 7:00 PM** IN THE SEABROOK CITY HALL COUNCIL CHAMBERS, 1700 FIRST STREET, SEABROOK, TX 77586, **TO DISCUSS, CONSIDER, AND IF APPROPRIATE, TAKE ACTION** WITH RESPECT TO THE ITEMS LISTED BELOW.

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

PLEDGE OF ALLEGIANCE

1.0 PUBLIC COMMENTS AND ANNOUNCEMENTS

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

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

All consent agenda items are considered by the City Council to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a council member, city manager, city attorney or city secretary so requests, in which event the item will be removed from the Consent Agenda and considered immediately following the Consent Agenda.

 ATTACHMENT 1

- 2.1 Approve a request from Crown Castle to add three (3) tower mounted amplifiers to the existing cellular tower. (Crown Castle)

 ATTACHMENT 2

- 2.2 Approve the June 2013 Public Safety Report. (Holomon)

 ATTACHMENT 3

- 2.3 Approve the June, 2013 Building Report. (Landis)

 ATTACHMENT 4

- 2.4 Approve the minutes of the July 2, 2013 City Council meeting. (Glaser)

 ATTACHMENT 5

- 2.5 Approve a Memorandum of Agreement between the City of Seabrook and (NASA) Johnson Space Center for reciprocal use of Emergency Operations Centers. (Templin)

 ATTACHMENT 6

- 2.6 Approve a special events permit for the Bay Area Running Club to hold a 5-K charity fun run on Saturday, August 3, 2013 from 7:30 a.m. to approximately 11:00 a.m. (Applicant)

END OF CONSENT AGENDA

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

 ATTACHMENT 7

- 3.1 Consider the Galveston Bay Foundation's interest in a long term lease for a portion of an undeveloped portion of Pine Gully Park, including consideration of comments made by the Open Space & Trails Committee. (Templin)

 ATTACHMENT 8

- 3.2 Consider Hotel Tax Funding (HOT) for new event applications and review of events funding for FY 2013/14. (Dearman)

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

 ATTACHMENT 9

- 4.1 Consider approval of a special events permit for the Midnite Slice Seabrook Music Festival to be held on August 17-18, 2013 at Meador Park, including the request to serve beer in the park. This item was tabled on July 2, 2013. (Applicant)

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

 ATTACHMENT 10

- 5.1 Consider approval of Action Items Checklist which is attached and made a part of this agenda. (Council)

 ATTACHMENT 11

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

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

CERTIFICATE

I certify that this notice was posted on the bulletin board on or before Friday, July 12, 2013 no later than 5:00 p.m. and that this notice will remain posted until the meeting has ended.

Michele L. Glaser, TRMC
City Secretary



Crown Castle USA, Inc.
1220 Augusta Dr., Ste 500
Houston, TX 77057

Tel: 713-570-3161
Fax: 724-416-6905
www.crowncastle.com

July 3, 2013

Via FedEx Tracking # 796150306477 and
Email to: mglaser@seabrooktx.gov

City of Seabrook
Office of the City Secretary
1700 First Street, Second Floor
Seabrook, TX 77586

ATTN: Michele Glaser, City Secretary

RE: TOWER SITE: BU # 815855 / TX Seabrook
LOCATION: 1700 First Street, Seabrook, TX 77586 (Harris County)
MATTER: Verizon Wireless app # 192354 (Consent to Modify Equipment)

Dear Ms. Glaser:

As you are aware, Crown Castle GT Company LLC ("Lessee") is the lessee under the "License for Antenna Space" between the City of Seabrook and GTE Mobilnet of South Texas LP dated February 13, 1995 (the "Agreement"). Lessee is the owner and operator of shared wireless communication facilities.

In order to better serve the public, minimize the amount of towers in an area where a Lease is located, and/or improve the financial viability of a site, Lessee plans to modify Verizon Wireless' equipment at the wireless communication facility.

Pursuant to Sections 2 and 5 of the Lease, Lessee is required to obtain your consent to modify the existing equipment. Lessee, therefore, respectfully requests your consent to these modifications.

Please indicate your consent by executing this letter where indicated below and return one original of same to me at the address indicated above. A self-addressed stamped envelope is included for your convenience.

If you have any questions concerning this request, please contact me at (713) 570-3161 or via email at kimberly.hatter@crowncastle.com.

Best Regards,

Kimberly Hatter

Kimberly Hatter
Real Estate Specialist
South Area/Houston District

Agreed and accepted this ____ day of _____, 2013

Enclosure(s)

(Landowner's signature)

Printed Name/Title

Scope of Work – Verizon Wireless app # 192354

TOWER SITE: BU # 815855 / TX Seabrook

LOCATION: 1700 First Street, Seabrook, TX 77586 (Harris County)

Verizon Wireless is proposing the following changes to their existing equipment:

- 1) Add three tower mounted amplifiers (TMAs) to tower.

*****There will be no changes to the existing ground space.*****



*CITY
OF
SEABROOK*

Date of Meeting: July 16, 2013

Submitter/Requestor: Chief Nona Holomon

Date Submitted: July 5, 2013

Presenter: Chief Nona Holomon

Description/Subject: Public Safety Activity Report for June 2013

Purpose/Need: Policy Issue ☐ Administrative Issue: The Public Safety Department's (Police, Fire, CLEMC and Animal Control) will show accountability through statistical data.

Background/Issue: Mayor and City Council request the Seabrook Police Department to present a monthly activity report for review. In an effort to show activity from all other public safety entities we will combine our reports and submit for review.

Impacted Parties (Expected/Notified): Citizens of Seabrook, council and staff

Attachments: Copy of reports. (Charts and graphs)

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: N/A

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

Suggested Motion: Motion to accept report.

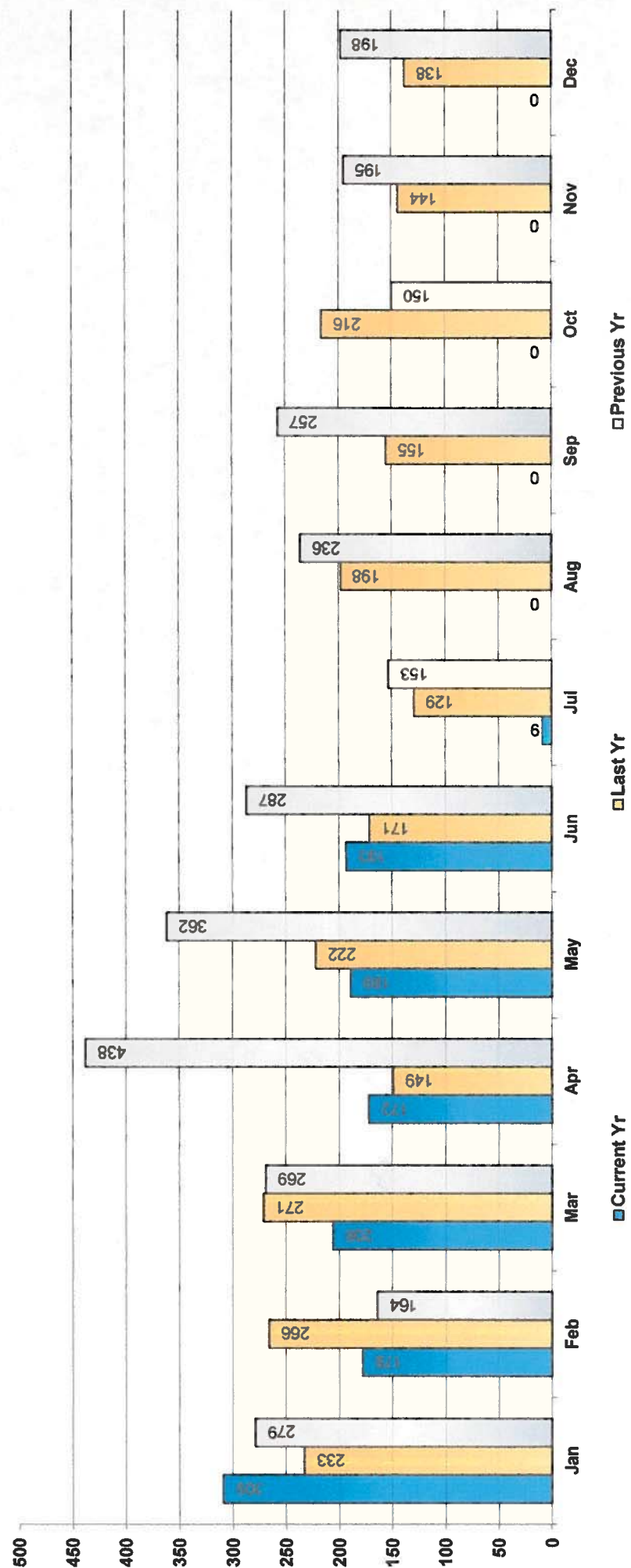
Sent to City Attorney for review

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

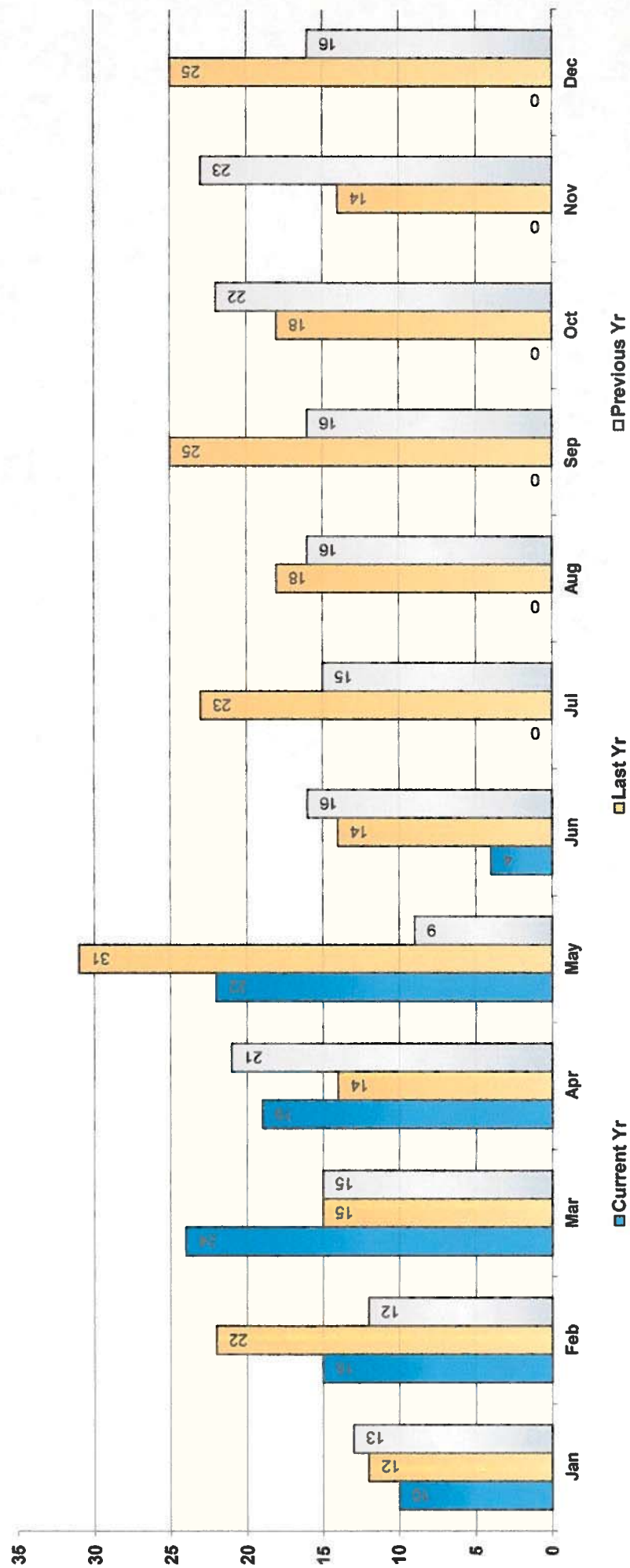
Received and accepted by the City Secretary/Assistant

Returned by the City Secretary/Assistant (If incomplete)

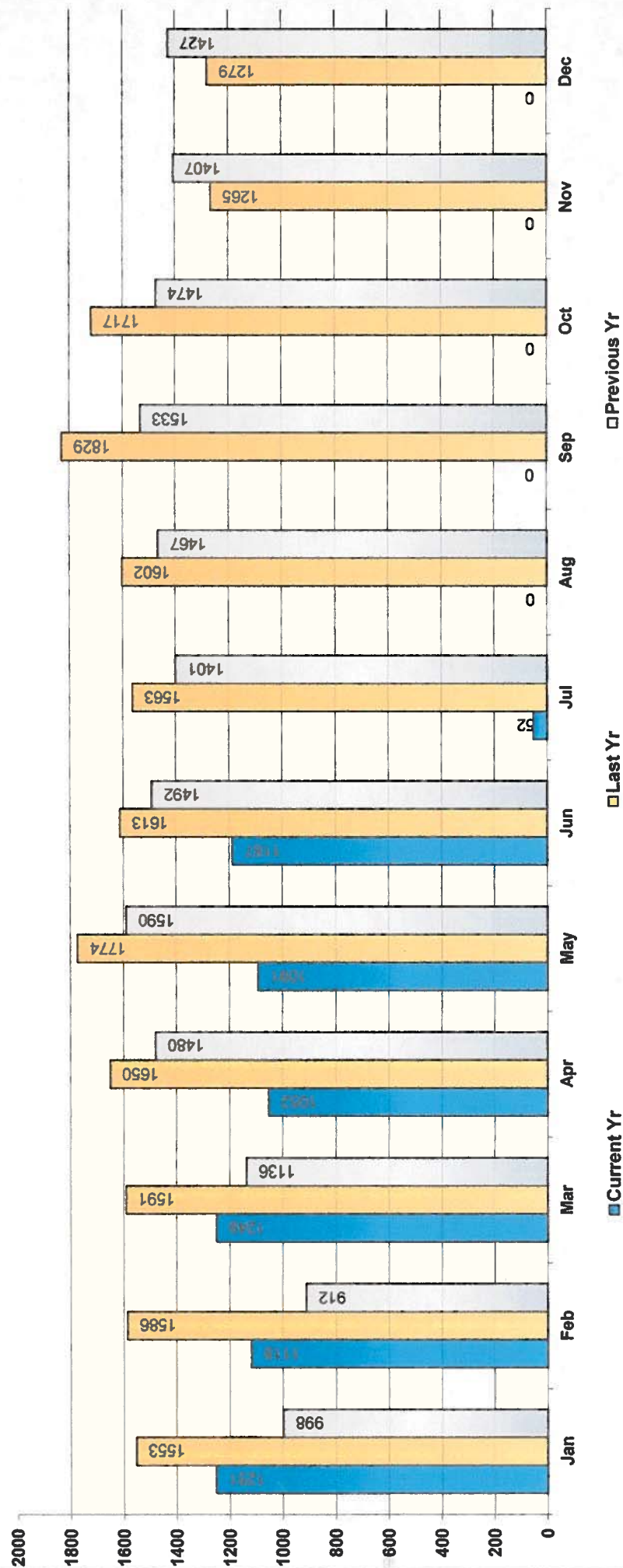
**Seabrook Police Department
Total Traffic Tickets
As Of July 2, 2013**



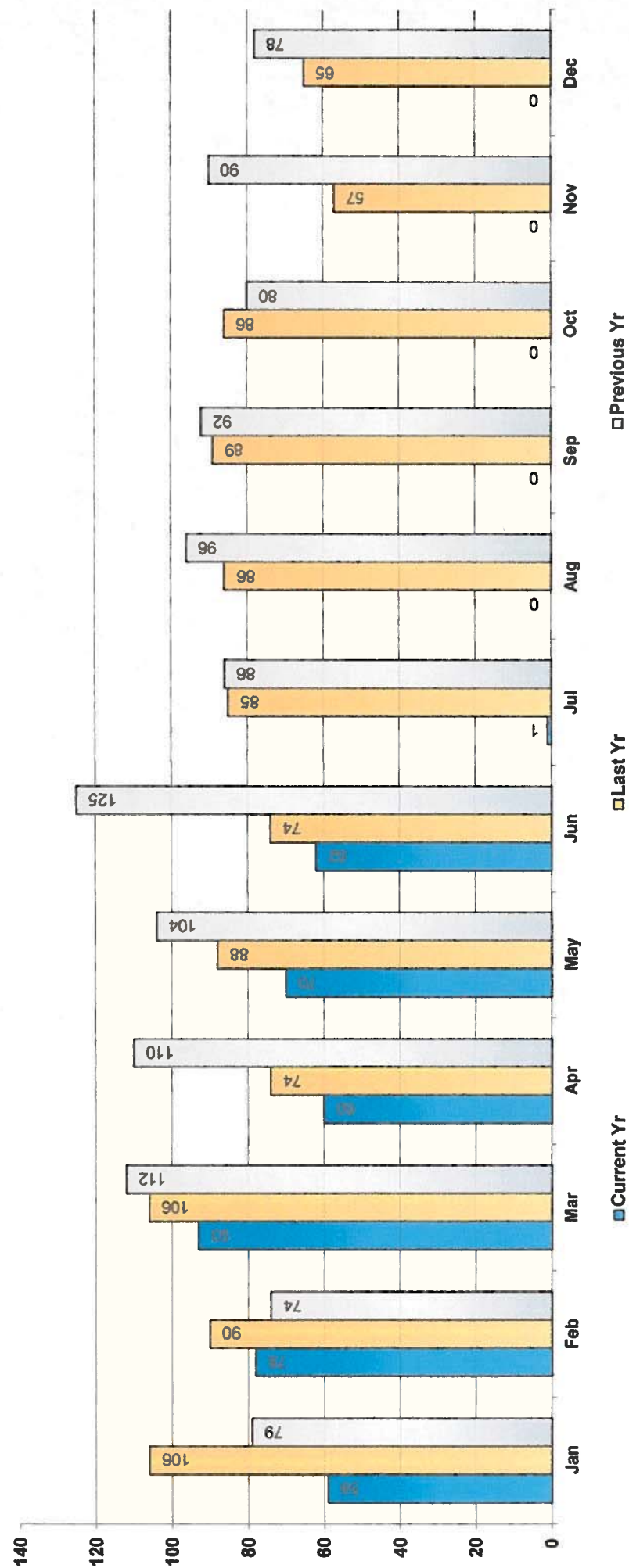
**Seabrook Police Department
Total Accidents
As Of July 2, 2013**



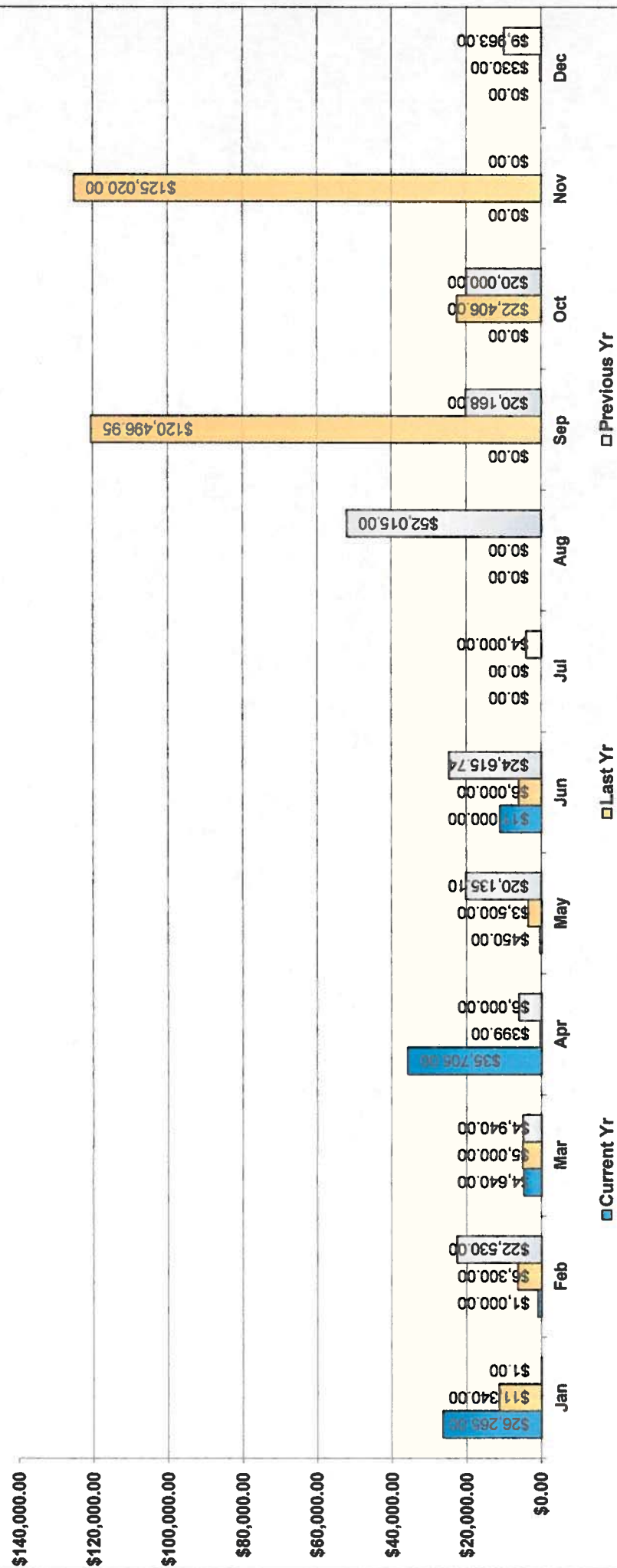
**Seabrook Police Department
Total Calls-For-Service
As Of July 2, 2013**



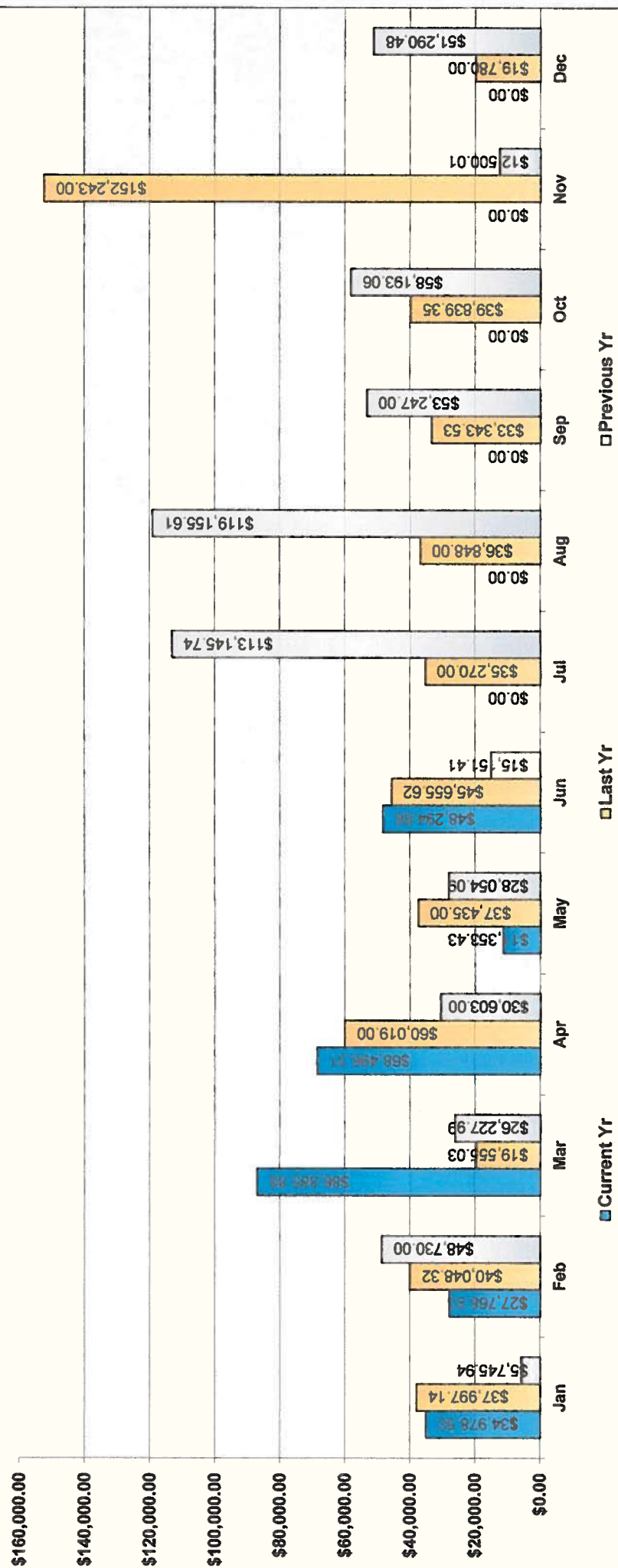
**Seabrook Police Department
Total Arrests
As Of July 2, 2013**



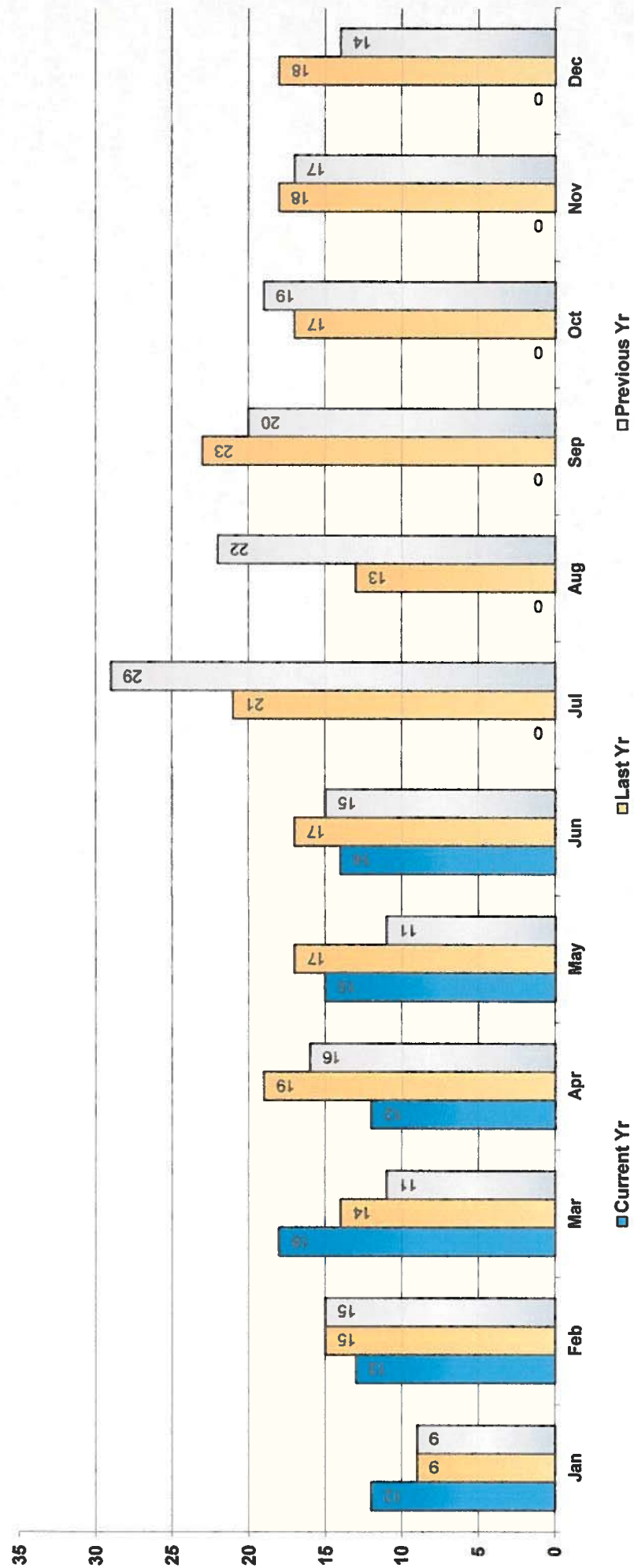
**Seabrook Police Department
Recovered Property Value
As Of July 2, 2013**



Seabrook Police Department
Stolen Property Value
As Of July 2, 2013



**Seabrook Police Department
ALL PART-I OFFENSES
As Of July 2, 2013**



SEABROOK POLICE DEPARTMENT

DETECTIVE ACTIVITY REPORT

6/1/2013 Through 6/30/2013

Case Status Change This Period																		
Selected Investigators	Previously Assigned Cases Carried Over (Active / Pending)	Cases Assigned This Period	Cleared										Inactivated		Closed/Unf.		Stolen Property Recovered (Value)	Supplements Submitted
			Cleared Exceptionally	Cleared By Arrest / Charges	Charges Filed				Total Cases Cleared	% Of Assigned Cases Cleared	Total Cases Suspended / Open Not Active	% Of Assigned Cases Suspended	Total Cases Closed or Unfounded	% Of Assigned Cases Closed				
					Class-C Filed	Class-A/B Filed	Felonies Filed	Total Charges Filed										
Department Totals:	196	81	5	1	10	23	11	44	6	7.4%	3	3.7%	45	55.6%	225	\$4,640	59	
Sel. Investigator's Tots:	190	81	5	1	10	23	11	44	6	7.4%	3	3.7%	45	55.6%	219	\$4,640	49	
Sel. Investigator's Avg:	27.1	11.6	0.7	0.1	1.4	3.3	1.6	6.3	0.9	7.4%	0.4	3.7%	6.4	55.6%	31.3	\$663	7.0	
Imbrie, David	27	19	0	0	5	1	1	7	0	0.0%	0	0.0%	4	21.1%	42	\$0	18	
Morris, Clinton	44	7	2	0	0	0	0	0	2	28.6%	1	14.3%	2	28.6%	46	\$0	9	
Breeding, Ross	22	10	1	0	0	0	0	0	1	10.0%	0	0.0%	5	50.0%	26	\$0	11	
Pickell, Michael	14	5	0	0	1	5	2	8	0	0.0%	0	0.0%	1	20.0%	18	\$0	0	
Warner, Robert	40	8	2	1	0	0	1	1	3	37.5%	2	25.0%	0	0.0%	43	\$0	11	
Bryant, Hulen	11	0	0	0	0	0	0	0	0	0.0%	0	0.0%	0	0.0%	11	\$4,640	0	
Patrol	32	32	0	0	4	17	7	28	0	0.0%	0	0.0%	33	103.1%	33	\$0	0	

CLEMC REPORT

Seabrook Stats Report JUN13

	Apr-13	May-13	Jun-13	3 Month Total
Allergic Reaction	0	1	0	1
Assist by EMS	1	1	2	4
Attempted Suicide	1	0	1	2
Breathing problems	5	4	2	11
Choking	0	0	1	1
CPR	0	1	0	1
CVA	0	2	1	3
Death Investigation	0	0	0	0
Diabetic	1	1	1	3
Drowning	0	0	0	0
Heart problems/pain	4	3	3	10
Injured person	20	14	12	46
Major Accident	0	0	0	0
Medical Alert Alarm	0	0	1	1
OB Baby Call	0	0	0	0
Overdose	2	5	0	7
Seizure	2	1	4	7
Sick Call	20	12	21	53
Trauma Gunshot/Stabbing	0	0	0	0
fire stand-by	0	0	0	0
Unconscious	3	1	8	12
Total	59	46	57	162

Response Time

4Min50Sec

4Min32Sec

4Min58Sec

Average Response Time
4Min47Sec

Last year same time period

	Apr-12	May-12	Jun-12	3 Month Total
Allergic Reaction	0	1	0	1
Assist by EMS	9	6	1	16
Attempted Suicide	1	2	1	4
Breathing problems	5	5	6	16
Choking	0	0	0	0
CPR	1	0	0	1
CVA	1	1	1	3
Death Investigation	0	0	0	0
Diabetic	0	0	1	1
Drowning	0	0	0	0
Heart problems/pain	4	8	4	16
Injured person	18	18	21	57
Major Accident	0	0	0	0
Medical Alert Alarm	1	1	1	3
OB Baby Call	0	0	0	0
Overdose	3	2	2	7
Seizure	2	3	0	5
Sick Call	13	19	13	45
Trauma Gunshot/Stabbing	0	3	0	3
fire stand-by	0	0	0	0
Unconscious	1	1	2	4
Total	59	70	53	182

Average Response Time

Response Time

4Min48Sec

4Min38Sec

4Min41Sec

4Min43Sec



***CITY
OF
SEABROOK***

**AGENDA
BRIEFING**

Date of Meeting: TUESDAY, JULY 16, 2013

Submitter/Requestor: Sean Landis

Date Submitted: 7/8/2013 10:02:37 AM

Presenter: Sean Landis

Description/Subject:

Monthly Building Report for June

Purpose/Need: Administration Issue

Background/Issue(What prompted this need):

N/A

Impacted Parties(Expected/Notified): N/A

Miscellaneous Comments:

0 New Residential Permits was issued for the month of June.
0 New Commercial Permits was issued for the month of June.

Attachments:

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

Bulding Report

Code Enforcement Report

Fire Inspections Report

**Fiscal
Impact:**

Budgeted

No

Finance Officer Review:

Budget Amendment Required

No

Future/Ongoing Impact

No

Budget Dept/Line Item Number

Funding Comments:

Where on the agenda should this item be placed?

Consent Agenda

Suggested Motion:

N/A

Agenda Language:

Approve the June, 2013 Building Report. (Landis)

City Manager Review:

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

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

Building Department Statistics June 2013

PERMIT TYPES	# ISSUED	VALUATION	FEES PAID
New Residential	0	\$0.00	\$0.00
Building Additions	9	\$212,765.28	\$2,297.50
New Commercial	0	\$0.00	\$0.00
Commercial Additions	0	\$0.00	\$0.00
New City	0	\$0.00	\$0.00
City Additions	0	\$0.00	\$0.00
Electrical	23	\$59,285.00	\$2,572.50
Fill	2	\$1,500.00	\$200.00
Irrigation	2	\$6,600.00	\$325.00
Mechanical	18	\$140,869.46	\$2,436.00
Plumbing	13	\$36,280.95	\$680.00
Sign	2	\$33,066.00	\$570.00
Demolition	0	\$0.00	\$0.00
Fire/Sprinkler	0	\$0.00	\$0.00
Miscellaneous	4	\$16,152.00	\$382.50
TOTALS	73	\$506,518.69	\$9,463.50

Building Department Statistics
Fiscal Year 2010-2011

Date	New Residential		Residential Additions		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	#	Valuation	#	Valuation
October	5	\$ 1,132,815.05	5	\$51,400.00	3	\$139,537.70	1	\$1,000.00	4	\$46,550.00	20	\$ 82,400.00	1	\$6,000.00	13	\$ 80,483.00	14	\$ 40,600.00	66	\$1,560,786.76	91	\$ 2,850,109.72
November	7	\$ 1,465,599.91	9	\$157,880.00	2	\$18,000.00	0	\$0.00	6	\$35,950.00	14	\$ 34,900.00	2	\$5,500.00	12	\$ 61,849.50	15	\$ 76,005.00	67	\$1,855,884.41	87	\$ 1,186,280.33
December	1	\$344,535.94	4	\$104,000.00	1	\$8,400.00	0	\$0.00	4	\$31,500.00	9	\$ 47,830.00	0	\$0.00	15	\$ 357,987.00	15	\$ 73,989.89	49	\$988,242.83	66	\$ 2,339,228.71
January	5	\$1,097,808.96	8	\$147,995.00	1	\$4,400.00	0	\$0.00	10	\$92,400.00	11	\$ 27,250.00	0	\$0.00	10	\$ 61,658.39	13	\$31,950.00	58	\$1,463,462.35	77	\$ 2,724,198.61
February	3	\$617,411.87	5	\$93,614.00	2	\$27,000.00	0	\$0.00	6	\$40,057.00	16	\$ 43,145.00	1	\$2,100.00	12	\$ 74,695.14	16	\$ 48,380.00	61	\$946,403.01	82	\$ 3,643,288.96
March	7	\$2,412,325.11	12	\$225,731.57	5	\$882,205.00	0	\$0.00	15	\$153,050.00	14	\$ 190,750.00	2	\$9,350.00	11	\$ 87,291.37	22	\$ 68,627.00	88	\$4,029,330.05	112	\$ 2,959,057.97
April	6	\$1,622,845.09	20	\$628,098.00	2	\$2,900.00	0	\$0.00	12	\$39,950.00	22	\$ 71,600.00	2	\$4,500.00	11	\$ 248,328.08	24	\$ 147,786.00	99	\$2,766,007.17	96	\$ 1,352,827.27
May	5	\$1,307,958.58	10	\$131,126.00	2	\$6,500.00	0	\$0.00	13	\$143,720.00	15	\$ 20,400.00	0	\$0.00	15	\$ 85,110.07	20	\$ 45,480.00	80	\$1,740,284.65	100	\$ 2,488,791.37
June	0	\$0.00	9	\$212,765.26	0	\$0.00	0	\$0.00	8	\$50,718.00	23	\$ 59,285.00	2	\$6,600.00	18	\$ 140,889.46	13	\$ 36,280.95	73	\$506,518.69	106	\$ 1,822,629.09
July																				79	\$ 2,819,522.17	
August																				94	\$ 4,610,102.92	
September																				95	\$ 1,253,318.51	
Y-T-D																				1055	\$ 30,028,335.63	
TOTALS																					\$15,836,726.91	

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

Fees Paid		Fees Paid	
October	\$11,543.75	April	\$24,245.50
November	\$15,218.75	May	\$14,992.50
December	\$10,395.50	June	
January	\$13,436.80	July	
February	\$9,971.50	August	
March	\$35,945.86	September	
Y-T-D Total	\$135,750.16		

New Residential Buildings	
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#	Water Impact Fees	#	Sewer Impact Fees	#	Water Impact	#	Sewer Impact Fees
October	3 \$ 3,444.00	3 \$ 2,772.00	April	6 \$ 9,450.24	6 \$ 18,004.20		
November	6 \$ 7,528.56	6 \$ 8,659.05	May	4 \$ 5,232.56	4 \$ 6,811.05		
December	1 \$ 1,788.56	1 \$ 4,039.05	June	0 \$ -	0 \$ -		
January	6 \$ 5,740.00	6 \$ 4,620.00	July				
February	3 \$ 3,444.00	3 \$ 2,790.00	August				
March	7 \$ 9,957.68	7 \$ 15,813.15	September				
Y-T-D Total	\$46,585.60	\$63,508.50					

Code Enforcement Update for May & June 2013

- **Building Inspections Completed**

- April: 250
- May: 205
- June: 197

- **Open Code Enforcement Cases:**

- April: 204
- May: 257
- June: 261

- **Code Enforcement Abatement Liens Paid 2013:**

- May: (10) Liens: mowing & debris removal \$2,205.87
- June: (9) liens: mowing & debris removal; BASC ordered demo \$6,867.83

- **Code Enforcement Abatement Liens Filed 2013:**

- May: (6) Liens: mowing & debris removal \$1,735.11

SVFD

Inspections by Occupancy

Date Completed Between {06/01/2013} And
{06/30/2013}**HIALEAH1908 Alpha Montessori
1908 Hialeah DR
Seabrook, TX 77586**

Date	Time	Type	Staff Hrs	Fee
06/07/2013		205 Re-Inspection	0.00	
06/14/2013		205 Re-Inspection	0.00	
06/14/2013		205 Re-Inspection	0.00	
Total Activities for Occupancy: 3			0.00	

**NASA2001 Anchor Car Wash
2001 Nasa Pkwy
Seabrook, TX 77586**

Date	Time	Type	Staff Hrs	Fee
06/21/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

**MARVINCIR193 Angel's Food Mart
1933 Marvin CIR
Seabrook, TX 77586**

Date	Time	Type	Staff Hrs	Fee
06/14/2013		205 Re-Inspection	0.00	
Total Activities for Occupancy: 1			0.00	

**NASA2900#260 Asian Arts and Health
2900 Nasa Pkwy
Seabrook, TX 77586**

Date	Time	Type	Staff Hrs	Fee
06/14/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

SVFD

Inspections by Occupancy

Date Completed Between {06/01/2013} And
{06/30/2013}

BAYPORT2500 **Batavia**
 2500 Bayport Blvd (SH 146)
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/07/2013		205 Re-Inspection	0.00	
Total Activities for Occupancy: 1			0.00	

BAYA02 **Bay Area Houston Magazine**
 1108 N Meyer RD
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/21/2013		205 Re-Inspection	0.00	
Total Activities for Occupancy: 1			0.00	

NASA2830 **Bay Area Transmission**
 2830 Nasa Pkwy
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/28/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

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

Date	Time	Type	Staff Hrs	Fee
06/14/2013		270 INSPECTION - Special	0.00	
Total Activities for Occupancy: 1			0.00	

SVFD

Inspections by Occupancy

Date Completed Between {06/01/2013} And
{06/30/2013}NASA2900#300 CREATIVE NAILS #2
2900 Nasa Pkwy
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/14/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

SEABROOKCIR2 Coloproctology Associates PA
2110 Seabrook CIR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/19/2013		822 CONSULTATION - Sprinkler System	0.00	
Total Activities for Occupancy: 1			0.00	

COMP01 Compassionate Pregnancy Center
1905 Capri LANE
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/07/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

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

Date	Time	Type	Staff Hrs	Fee
06/21/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

SVFD

Inspections by Occupancy

Date Completed Between {06/01/2013} And
{06/30/2013}NASA3140 Dr. J R Richardson
3140 Nasa Pkwy
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/21/2013	200	INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

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

Date	Time	Type	Staff Hrs	Fee
06/21/2013	740	INVESTIGATION - False Alarm	0.00	
06/28/2013	205	Re-Inspection	0.00	
Total Activities for Occupancy: 2			0.00	

NASA3101 Endeavour Marina
3101 Nasa Pkwy
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/28/2013	200	INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

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

Date	Time	Type	Staff Hrs	Fee
06/28/2013	200	INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

SVFD

Inspections by Occupancy

Date Completed Between {06/01/2013} And
{06/30/2013}COMP02 FBC Seabrook
1909 Capri LANE
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/21/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT2916# Hayes Rigging
2916 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/21/2013		205 Re-Inspection	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT2304- Hill's Liquor
2304 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/14/2013		205 Re-Inspection	0.00	
Total Activities for Occupancy: 1			0.00	

NASA1818 Hooter's
1818 Nasa Pkwy
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/07/2013		205 Re-Inspection	0.00	
06/14/2013		205 Re-Inspection	0.00	
06/21/2013		205 Re-Inspection	0.00	
Total Activities for Occupancy: 3			0.00	

SVFD

Inspections by Occupancy

Date Completed Between {06/01/2013} And
{06/30/2013}

ELMAR1905 Kroger
1905 El Mar LANE
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/07/2013		200 INSPECTION - General	0.00	
06/21/2013		222 INSPECTION - Sprinkler System	0.00	
06/21/2013		205 Re-Inspection	0.00	
Total Activities for Occupancy: 3			0.00	

KUM001 Kumon Math, Reading, Success WORK 281-909-0569
2900 Nasa Pkwy
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/14/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

LAKE01 Lakeside Landing (Gate access)
2510 Lakeside Landing DR
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/14/2013		270 INSPECTION - Special	0.00	
Total Activities for Occupancy: 1			0.00	

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

Date	Time	Type	Staff Hrs	Fee
06/14/2013		205 Re-Inspection	0.00	
06/21/2013		205 Re-Inspection	0.00	
06/28/2013		205 Re-Inspection	0.00	

SVFD

Inspections by Occupancy

Date Completed Between {06/01/2013} And
{06/30/2013}**SECOND1605** **Midnight Slice**
 1605 2nd (Second) ST
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
Total Activities for Occupancy: 3			0.00	

REPSDORPH255 **Regatta Bay Apartments**
 2555 Repsdorph
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/07/2013		205 Re-Inspection	0.00	
Total Activities for Occupancy: 1			0.00	

NASA3101-B-1 **Sam's Boat**
 3101 NASA PKWY
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/28/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

NASA2900#160 **Snap Fitness**
 2900 NASA PKWY
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/14/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

NASA2515 **Subway**
 2515 Nasa Pkwy
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
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SVFD

Inspections by Occupancy

Date Completed Between {06/01/2013} And
{06/30/2013}

06/21/2013	200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1		0.00	

NASA2622STE. Taquaria Nasa
2622 Nasa Pkwy
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/07/2013		205 Re-Inspection	0.00	
Total Activities for Occupancy: 1			0.00	

REPSDORPH240 Teakwood Apartments
2401 Repsdorph
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/28/2013		810 CONSULTATION - Site	0.00	
Total Activities for Occupancy: 1			0.00	

NASA3101 The Admiral on Clear Lake
3101#210 Nasa Pkwy
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/28/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT2004 Tigers Den
2004 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/07/2013		200 INSPECTION - General	0.00	

SVFD

Inspections by Occupancy

Date Completed Between {06/01/2013} And
{06/30/2013}

BAYPORT2004 **Tigers Den**
2004 Bayport Blvd (SH 146)
Seabrook, TX 77586

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

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

Date	Time	Type	Staff Hrs	Fee
06/21/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

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

Date	Time	Type	Staff Hrs	Fee
06/14/2013		205 Re-Inspection	0.00	
Total Activities for Occupancy: 1			0.00	

NASA3144 **Vacant**
3144 Nasa Pkwy
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/21/2013		200 INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

VACA09 **Vacant**
2320 Nasa Pkwy
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
------	------	------	-----------	-----

SVFD

Inspections by Occupancy

Date Completed Between {06/01/2013} And
{06/30/2013}

06/19/2013	870 CONSULTATION - Assembly	0.00	
06/21/2013	870 CONSULTATION - Assembly	0.00	
Total Activities for Occupancy: 2		0.00	

NASA3568 Village Pizza
3568 Nasa Pkwy
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/21/2013	200	INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

NASA3101A West Marine
3101 Nasa Pkwy
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/28/2013	200	INSPECTION - General	0.00	
Total Activities for Occupancy: 1			0.00	

Grand Total Activities: 48**Grand Totals: 0.00 0.00**

**Seabrook City Council Regular Meeting
Minutes of July 2, 2013
Page 1**

The City Council of the City of Seabrook met in regular session on Tuesday, July 2, 2013 at 7:00 p.m. in Seabrook City Hall, 1700 First Street, Seabrook, Texas to discuss, consider and if appropriate, take action on the items listed below.

THOSE PRESENT WERE:

GLENN R. ROYAL	MAYOR
ROBERT LLORENTE	COUNCIL PLACE NO. 1
MIKE GIANROSSO	COUNCIL PLACE NO. 2
GARY JOHNSON	COUNCIL PLACE NO. 3
DON HOLBROOK	COUNCIL PLACE NO. 4
THOM KOLUPSKI	COUNCIL PLACE NO. 5
LAURA DAVIS	MAYOR PRO TEM & COUNCIL PLACE NO. 6
KELLY TEMPLIN	CITY MANAGER
GAYLE COOK	ASSISTANT CITY MANAGER
STEVEN L. WEATHERED	CITY ATTORNEY
MICHELE L. GLASER	CITY SECRETARY

Mayor Royal called the meeting to order at 7:00 p.m. and led the audience in the United States and Texas Pledges of Allegiance. He explained to the audience having additional police attend the meeting was a result of shotgun blasts to the signs on the Pine Gully widening project.

Several items were taken out of order with the consent of Council.

1.0 PRESENTATIONS

1.1 Present a proclamation to John Coggeshall. (Council)

Mayor Royal presented the proclamation and along with Council, thanked Mr. Coggeshall for his work on securing a grant to extend trails.

1.3 Presentation to Pam Lab from the Texas Comptroller. (Royal)

Mayor Royal made the presentation to Mrs. Lab.

1.2 Pine Gully Project update and public comments. (Templin)

Mr. Templin gave a presentation stating that Seabrook had been awarded \$12,000,000 for Hurricane Ike Recovery which includes this project. The project is divided into two phases – Upper Pine Gully (west of Todville Road) and lower Pine Gully (east of Todville Road) and affects approximately one mile along Pine Gully to drain approximately 1,600 acres west of Todville Road. The widening of Pine Gully will alleviate flooding in Seascape II and Baybrook II and I. Approximately 85 percent of all houses in these subdivisions were flooded during Hurricane Ike. The width of Pine Gully will increase from 100 feet to 175 feet, all on the south side of the Gully.

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45 Mitigation is required as part of the project which includes providing fill for the Waterfront
46 Drive project and will provide a location for the required wetlands mitigation in a 15 to 1
47 ratio and will be placed at the southern bank of the entire length of the gully.
48

49 The existing trail will be relocated and will continue westward. The displaced bridge across
50 Pine Gully will be relocated and connected to the trails.
51

52 The lower Pine Gully work will include construction of jetties to keep silt from entering the
53 gully. Silt will then be removed and the wetlands marsh will be restored. Increased flow on
54 upper Pine Gully will also help keep silt from backing up.
55

56 Mayor Royal told the audience that the city is attempting to better communicate with the
57 public about this project, including posting updated information on the city's website and
58 holding tonight's hearing.
59

60 In answer to questions from Councilor Davis, Mr. Templin stated that the current trail
61 meanders slightly and leaves greenery along the bank. The Harris County Flood Control
62 District has required a shallow swale to keep silt from entering and filling up the channel. If
63 the new trail is designed to meander along the tree line, a drain will be required to carry the
64 flows. The reason for the width was to carry water away from the subdivisions and also to try
65 to prevent additional widening 10-15 years from now.
66

67 Mayor Royal asked for public comments on this item.
68

69 Sally Antrobus, Surf Oaks Drive, made the following recommendations concerning the
70 project:
71

- 72 1. That the city obtain knowledgeable advice about saving the large oak tree located
73 within the project, including help in determining the size of the island needed around the tree.
74 She stated that she had submitted a list of possible contacts about saving the tree.
75
- 76 2. That the city determine if there are any other trees needing special attention due to this
77 project before any more clearing takes place.
78
- 79 3. That the new section of the trail contain curves and shaded sections, as those factors
80 were part of the key appeal of the original trail.
81
- 82 4. That Council explore acquiring the three-acre lot adjacent to the Wildlife Park
83 entrance which includes giant oak trees to help compensate for the six acres of
84 wooded parkland which will be lost due to the widening project.
85
- 86 5. That the city perform a study to determine if the planned improvements will prevent
87 flooding.
88

89 Andrew Thomas, Clopper Street, stated that there was discontent among the residents, as the
90 public had not been engaged in the planning process. He agreed with Ms. Antrobus's

Seabrook City Council Regular Meeting
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recommendations and encouraged Council to design the new trail instead of allowing the contractor to determine the trail path. He also volunteered his help on the project.

Dori Nelson, Bay Club Drive, also agreed with Ms. Antrobus's recommendations and stressed the importance of public involvement and the distribution of accurate information about the project. She stated she was stunned at the scope of the clear-cutting and the destruction of the natural habitat. She also asked to see proof of the need for the project, including how the project will help alleviate flooding.

Mr. Templin stated that staff has discussed how to meander the trail. The large tree impacted has been roped off and the city is researching alternatives to save the tree. Additional clearing of land south of the Gully will be required in order to maintain an island around the tree. Mr. Templin stated that the U.S. Army Corps of Engineers, Texas General Land Office and Harris County Flood Control District will have to approve any changes.

City Engineer, Brad Mattock answered several questions. The city has planned to place the tree within a peninsula. This project is in preparation of future development to the north and to remove the silt at the lower end of Pine Gully. The width design was based on a 100-year flood flow and was not for detention of water. There is no way to design the project to prevent the elevation of Galveston Bay becoming the same or higher than the elevation of Pine Gully during a storm surge. However, the new design will enable the water to leave the area faster in the event of a surge during a hurricane. The design will also prevent the silt from backing up. Mr. Matlock stated that a Corps permit is very difficult to obtain and it took 18-24 months to obtain this permit. There was a public posting of this project in March and September 2011. No citizen or individual comments were received by the Corps during the permitting process. The Harris County Flood Control District did not want a trail in its right-of-way, but the city fought for the trail and agreed to maintain the trail and mitigate the wetlands. The project is scheduled to be completed within nine (9) months, but the city is attempting to rebuild and connect the trails in less time.

3.0 BID AWARDS

3.1 Consider and Approve the Memorandum of Understanding (MOU) and bid contract for Pine Gully Jetties Project in an amount not to exceed \$250,000. The low bidder for the project was Crawley Shoreline Construction. (Templin)

Motion was made by Councilor Davis and seconded by Councilor Kolupski

To approve the memorandum of understanding as written, accept the low bidder and approve the contract.

MOTION CARRIED BY UNANIMOUS CONSENT.

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1.4 Presentation of the 2013 - 2014 Budget. (Templin)

Mr. Templin distributed draft budgets to all members of council and gave a brief explanation of the revenues and expenses contained in the proposed budget.

2.0 PUBLIC COMMENTS AND ANNOUNCEMENTS

John and Wendy Largin asked council to consider allowing additional domestic animals in a household under special conditions and with a special permit renewable annually, including requiring an application fee and an annual home inspection. Currently, the city allows up to 6 cats/dogs per household. Dr. Larsen stated that there is a current exemption to allow up to 15 animals for a school project. He proposed allowing 5 animals per each 500 feet of living space as an additional exemption subject to specific conditions.

Sibbian Roe, owner of Midnite Slice Pizza said she had an application for a special events permit which is also on tonight's agenda.

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

Various council members announced upcoming events.

4.0 CONSENT AGENDA

4.1 Approve minutes of the June 18, 2013 City Council meeting. (Glaser)

4.2 Approve second and final reading of proposed Ordinance No. 2013-11, "Parking Provisions for Boat Launch." (Templin/Municipal Court)

AN ORDINANCE AMENDING CHAPTER 90 OF THE CODE OF ORDINANCES OF THE CITY OF SEABROOK, ENTITLED "TRAFFIC AND VEHICLES," ARTICLE III, "STOPPING, STANDING, AND PARKING," DIVISION 1, "GENERALLY," TO UPDATE AND FURTHER CLARIFY SECTION 90-69 CURRENTLY ENTITLED, "DESIGNATION OF NO PARKING ZONES- BOAT LAUNCHING AND/OR PARKING;" BY ADDING NEW PROVISIONS AND REVISING TITLE TO "DESIGNATION OF PROHIBITED PARKING – BOAT LAUNCHING, OBSTRUCTION AND DESIGNATED PARKING FOR VEHICLES WITH BOAT TRAILERS;" PROVIDING FOR A PENALTY IN AN AMOUNT OF NOT MORE THAN TWO HUNDRED DOLLARS (\$200.00) FOR VIOLATION OF ANY PROVISIONS HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR NOTICE.

Motion was made by Councilor Kolupski and seconded by Councilor Llorente

To approve the Consent Agenda as presented.

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MOTION CARRIED BY UNANIMOUS CONSENT.

END OF CONSENT AGENDA

5.0 NEW BUSINESS

5.1 Consider amending Chapter 10, "Animals" of the city code of ordinances. (Holbrook)

Motion was made by Councilor Holbrook and seconded by Councilor Davis

To discuss and consider amending Chapter 10 of the Seabrook City Code.

Mr. Templin stated that there are no state regulations for domestic animals. Neighboring cities were contacted, and with the exception of Morgan's Point and Texas City, all are more restrictive than Seabrook. Mr. Templin also contacted a local veterinarian who was not in favor of allowing a large number of cats in a household, as cats tend to be territorial and many of their diseases can be transferred to humans. Mr. Templin stated that he had concerns about the extra burden on staff to monitor a special exception or permit. Mr. Templin reported that the animal control officer had visited the Largin home and found it exceptionally clean. However, the city only became aware that the Largin family owned 19 animals due to a complaint. In answer to questions from Council, Mr. Templin stated that the city is unable to enforce deed restrictions. He estimated that approximately 50 percent of the homes in Seabrook are not regulated by deed restrictions, as in the case of the Largin's subdivision.

In answer to questions from various council members, Mr. and Mrs. Largin stated that they rescue cats, most of whom are unadoptable due to age or medical conditions. Currently they have 18 cats and one dog, including four cats that they acquired due to the death of Mrs. Largin's mother. Some are outdoor cats. They estimated that four of the cats were adoptable. The animals have been vaccinated, but not registered with the city.

Council members discussed several possible restrictions for a permit to allow more dogs/cats than currently permitted. Many of these conditions are patterned after the school project exemption contained in the Seabrook City Code, Chapter 10, "Animals", Section 10.8.

Motion was made by Councilor Holbrook and seconded by Councilor Davis

To direct staff to work on a proposal to develop a permitting procedure to allow no more than five animals per 500 square feet of space in single family homes with a maximum of 12-15 cats/dogs, under specific conditions such as: 1) Animals may not weigh more than 15 pounds each; 2) All animals must be spayed/neutered, micro chipped and licensed by the city; 3) An annual permit with a fee sufficient to cover administration costs shall be required; 4) An annual inspection by the city shall be required; 5) All animals shall be contained on the property; 6) Adjoining neighbors shall be notified to allow for objections; and 7) All applications for such permits shall be approved or disapproved by Council.

Seabrook City Council Regular Meeting
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MOTION CARRIED BY UNANIMOUS CONSENT.

.

5.2 Consider approval of special event permit for the Midnite Slice Seabrook Music Festival to be held on August 17-18, 2013 at Meador Park. (Applicant)

Motion was made by Councilor Kolupski and seconded by Councilor Giangrosso

To discuss this request.

Mr. Templin stated that a new committee of staff members had been formed to review all special event permit applications and submit its recommendations to Council. He stated that Sean Wright, Kevin Padgett and Meredith Brant met with the applicant concerning the committee's concerns including fencing of the perimeter; parking issues, porta cans and trash receptacles; the addition of three more officers; and a temporary alcoholic beverage permit which the applicant states will be under Cabo's permit.

Mayor Royal stated that he had spoken to Ms. Roe and had recommended another site, as Meador Park has insufficient parking and is in a residential neighborhood. Ms. Roe stated the community house grounds were not large enough for the planned event which includes two stages for bands. Mr. Roe stated that the event will end at 10:00 p.m. in Meador Park and that live entertainment will continue at Midnite Slice Pizza. Mayor Royal had concerns about the applicant's previous violations to the noise ordinance, including profanity from the bands. Ms. Roe stated that she plans to hire more experienced bands in order to alleviate such problems.

Councilor Kolupski stated that he also was also concerned about adherence to the noise ordinance and told Ms. Roe that a violation would cause the event to be shut down. Mayor Royal stated that he could not support any stage not facing the water. Councilor Davis stated that she was offended that this event had been advertised and promoted before the application was submitted to Council for approval. She also was concerned about fencing off a public park.

Councilor Davis and Councilor Holbrook voiced concerns about alcohol in the park and asked if the serving of alcohol was allowed in Meador Park. Mr. Weathered stated that Council has the authority to grant permission to serve alcohol in a city park by resolution or minute order.

Councilor Giangrosso expressed concern about the proximity of the two band stages. Ms. Roe stated that one stage will be for acoustic entertainment and the bands will face in opposite directions. Ms. Roe stated that both stages will have speakers.

Mayor Royal suggested that Ms. Roe consider holding the event at the Fire Training Grounds. Ms. Roe stated that the Fire Training Grounds did not have any improvements such as electrical outlets and a pavilion which she planned to use at Meador Park.

In answer to questions by council members, Ms. Roe stated that expected attendance will be approximately 300 people. She has not contacted any Seabrook hotels about special rates for

**Seabrook City Council Regular Meeting
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274
275 this event. She prefers to hold the event in August on the weekend before school starts and to
276 avoid potentially bad weather in September and October.

277
278 Several members stated that they cannot make a decision without evidence that the criteria
279 have been fulfilled.

280
281 Motion was made by Councilor Holbrook and seconded by Councilor Giangrosso

282
283 To table this item until all the criteria have been met and then bring the request back to
284 council for consideration.

285
286 MOTION CARRIED BY UNANIMOUS CONSENT.

287
288 **6.0 ROUTINE BUSINESS**

289
290 **6.1 Consider approval of Action Items Checklist which is attached and made a part of this**
291 **agenda. (Council)**

292
293 Motion was made by Councilor Davis and seconded by Councilor Johnson

294
295 To approve the Action Items Checklist as presented.

296
297 MOTION CARRIED BY UNANIMOUS CONSENT.

298
299 **6.2 Establish future meeting dates and agenda items. (Council)**

300
301 Council agreed to hold a budget work session on Tuesday, July 9 at 6 p.m.

302
303 **7.0 EXECUTIVE SESSION**

304
305 At 9:08 p.m. Mayor Royal announced that the City Council would hold a closed executive
306 meeting pursuant to the provisions of the Open meetings Act, Charter 551, Government Code,
307 and Vernon's Texas Codes Annotated, in accordance with the authority contained in Section
308 551.071, Consultation with Attorney.

309
310 **Section 551.071**

311 **7.1 Consult with attorney to receive legal advice regarding requirements for sale/use of**
312 **municipal property pursuant to Section 551.071 Texas Government Code. (Royal)**

313
314 **8.0 OPEN MEETING**

315 Mayor Royal reconvened the open meeting at 9:26 p.m. and stated that Agenda Item 7.1 had
316 been discussed in Executive Session, but no action had been taken.
317
318
319

**Seabrook City Council Regular Meeting
Minutes of July 2, 2013
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Upon motion, Mayor Royal adjourned the meeting at 9:27 p.m.

Approved this 16th day of July 2013.

Glenn R. Royal, Mayor

Michele L. Glaser, TRMC
City Secretary



***CITY
OF
SEABROOK***

**AGENDA
BRIEFING**

Date of Meeting: TUESDAY, JULY 16, 2013

Submitter/Requestor: K. Templin

Date Submitted: 7/8/2013 4:58:33 PM

Presenter: K. Templin

Description/Subject:

Memorandum of Agreement between the City of Seabrook and (NASA) Johnson Space Center for reciprocal use of Emergency Operations Centers.

Purpose/Need: NA

Background/Issue(What prompted this need):

Impacted Parties(Expected/Notified):

Miscellaneous Comments:

Attachments:

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

Memorandum of Agreement for EOC Reciprocal Use

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

Budget Dept/Line Item Number

Funding Comments:

Where on the agenda should this item be placed?

Consent Agenda

Suggested Motion:

Approve the attached Memorandum of Agreement.

Agenda Language:

Approve a Memorandum of Agreement between the City of Seabrook and (NASA) Johnson Space Center for reciprocal use of Emergency Operations Centers. (Templin)

City Manager Review:

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

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

National Aeronautics and
Space Administration

Lyndon B. Johnson Space Center
2101 NASA Parkway
Houston, Texas 77058-3696



July 1, 2013

Reply to Attn of: JP-13-020

Mr. Charles Jeff Galyean
Emergency Management Coordinator
Office of Emergency Management
City of Seabrook
1700 First Street
Seabrook, TX 77586

Subject: Memorandum of Agreement Between Seabrook, Texas, and the National
Aeronautics and Space Administration (NASA) Johnson
Space Center (JSC) on Reciprocal Use of Emergency Operations Centers

Dear Mr. Galyean:

Enclosed are two copies of the Memorandum of Agreement (MOA) between NASA JSC
and Seabrook, Texas, on Reciprocal Use of Emergency Operations Centers.

Please have Mayor Royal sign both copies and return in the enclosed return envelope.
Once signed by the Director, Center Operations, we will return one fully executed copy to
you. Mr. Ron Lee will be your point of contact coordinate fulfillment of the milestones in
the MOA. Should you have any questions or problems regarding this, please contact him
at (832) 646-4761.

If you have any questions regarding the Agreement or its execution, please contact me at
(281) 483-8113.

Sincerely,

A handwritten signature in blue ink that reads "Sandra J. Tetley".

Sandra J. Tetley
JSC Real Property Accountable Officer

2 Enclosures

cc:

JS/R. B. Lee

JS/L. M. Spuler

NONREIMBURSABLE SPACE ACT AGREEMENT
BETWEEN
CITY OF SEABROOK, TEXAS
AND THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION,
NASA LYNDON B. JOHNSON SPACE CENTER
FOR NONREIMBURSABLE MEMORANDUM OF AGREEMENT BETWEEN CITY
OF SEABROOK, TEXAS OFFICE OF EMERGENCY MANAGEMENT

ARTICLE 1. AUTHORITY AND PARTIES

In accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113), this Agreement is entered into by the National Aeronautics and Space Administration, Lyndon B. Johnson Space Center, located at 2101 NASA Parkway, Houston, Texas 77058 (hereinafter referred to as "NASA JSC," "JSC," or "NASA") and City of Seabrook, Texas, Office of Emergency Management located at 1700 First Street, Seabrook, TX 77586 (hereinafter referred to as "Partner"). NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE

The NASA Lyndon B. Johnson Space Center (JSC) and the City of Seabrook, Texas wish to enter into an agreement to provide coordinated responses to a wide spectrum of emergencies affecting JSC and the surrounding communities through reciprocal utilization of the JSC Emergency Operations Center (EOC) and Seabrook's EOC. NASA JSC and local governments share a common interest in maintaining an ability to quickly assess, respond to, and recover from natural disasters and other emergencies. NASA JSC seeks to partner with the Emergency Operations Centers (EOCs) of local governments neighboring the Center. Nonreimbursable agreements with these local governments providing mutual support for emergency operations and response enhances the ability of the Center and local government to quickly assess and respond to emergencies, shortening the time period required to respond to natural disasters and other emergencies, restore critical government services, and return JSC employees and the Center to full operational capacity. The goal of this Agreement is to provide coordinated responses to a wide spectrum of emergencies affecting JSC and the surrounding communities through cross-utilization of the JSC Emergency Operations Center (EOC) and Seabrook's EOC.

ARTICLE 3. RESPONSIBILITIES

NASA will use reasonable efforts to:

1. Furnish property, facilities, and utility services for Seabrook to bring up to 7 persons to JSC during a single incident.

2. Provide work space in the Community Partners Emergency Operations Center (CPEOC), room 3100, Building 30.
3. Provide furniture and other office equipment and supplies (e.g. routine note pads, easels, display boards, etc.) necessary for Seabrook to operate from the CPEOC.
4. Provide all basic utility services attendant to the operations of the CPEOC, except during emergency conditions when some or all utilities may be unavailable.
5. Provide janitorial services, except during emergency conditions when resources may be unavailable.
6. Ensure facility access and coordination by appropriate JSC communications organizations for the purpose of installing the necessary Seabrook communications equipment.
7. Provide radio antennas and cabling required for pre-planned and programmed CPEOC operating frequencies.
8. Ensure safety and proper operations by providing an official JSC liaison on duty in the CPEOC whenever Seabrook is present. The general purpose of the liaison is to facilitate access to the CPEOC, provide assistance, and assist in coordination between JSC Operations and Seabrook, as required. The liaison will be available to provide assistance regarding the general layout of the CPEOC, identification of high hazard areas at JSC, specialized or unusual instructions, and other pertinent information required for emergency planning.
9. Provide access to and from the CPEOC 24 hours per day, 7 days per week for Seabrook. Response will not be impaired by the method chosen to permit site entry/exit during emergency.

The services contemplated by this Agreement will neither have priority over nor be performed in any manner that interferes with other JSC programs or agreements. JSC will use reasonable efforts to provide written notification to Seabrook in advance of any postponement of contemplated services due to mission priorities. However, JSC in its sole discretion shall determine priorities for use of its facilities, property, and manpower.

Seabrook will use reasonable efforts to:

1. Comply with Federal safety, environmental, and security rules and regulations while operating at JSC.
2. Provide identification (including full name, office and emergency contact telephone number, and entity represented) for all Seabrook officials anticipated to occupy the Community Partners Emergency Operations Center (CPEOC). Seabrook is not allowed to bring family members or pets on site.
3. Provide all personal equipment, including pagers, cellular telephones, medication, and shelter supplies (e.g. food, bedding, clothing, toiletries, etc.) for each person assigned by their entity to the CPEOC for the duration of the emergency/exercise.
4. Provide required radio equipment for Seabrook frequencies, and maintenance of that equipment. JSC will provide facility access and coordination for installation of communications equipment, including telephone lines and radio antennas. Necessary facility/utility modifications associated with the placement of the Seabrook communications equipment will be accomplished by JSC as part of facilities

modification, except that Seabrook will make arrangements for connection to appropriate central dispatch (e.g. Harris County Sheriff, Houston Police Department, Precinct 8 Constable's Office, etc.).

5. Provide dispatching of Seabrook forces occupying the CPEOC. The current security service support contractor Emergency Dispatch Center (EDC) dispatchers will not dispatch Seabrook forces. JSC EDC dispatchers will request Seabrook services through procedures identified by Seabrook and agreed to by JSC.

6. Provide any auxiliary equipment and supplies normally associated with emergency operations. This equipment includes notebooks, emergency plans, community maps, unique display boards, and telephone books, which are used to perform emergency planning and response duties of a highly qualified municipal emergency management office.

7. Provide JSC the capability to have access to or utilize shared resources as appropriate and available from Seabrook. These shared resources may include communication equipment, portable generators, maintenance/clean-up equipment, etc., which would be used to perform appropriate emergency response activities.

8. In the event that the JSC Emergency Operations Center (EOC) is rendered inoperable, provide JSC access to the Seabrook EOC for no more than eight (8) JSC personnel. Said shelterees will provide identification (including full name, office and emergency contact telephone number) for all JSC officials anticipated to occupy Seabrook facilities. JSC is not allowed to bring family members or pets on site or utilize shared resources as appropriate and available from Seabrook. JSC shelterees will terminate the use of Seabrook shelter facilities as soon as it is safe to return to JSC.

9. Comply with Federal, NASA, and JSC policies on the official use of computer resources as defined in Enclosure C. Use of CPEOC equipment, particularly computers and JSC Internet access, are subject to monitoring for official use. Misuse and/or abuse of Government-furnished computers and JSC Internet access will result in a formal complaint to the Seabrook Manager.

ARTICLE 4. SCHEDULE AND MILESTONES

The planned major milestones for the activities defined in the "Responsibilities" clause are as follows:

JSC Security Badging of Seabrook Emergency Operations Personnel	Date to be mutually agreed upon.
JSC personnel utilize Seabrook shelter facilities for preparedness exercise.	Dates to be mutually agreed upon, not to exceed one exercise per year.
Seabrook personnel utilize JSC CPEOC for preparedness exercise.	Dates to be mutually agreed upon, not to exceed one exercise per year.
JSC personnel utilize Seabrook shelter facilities during	As needed during

emergency incident.

agreement.

Seabrook personnel utilize JSC CPEOC during emergency incident.

As needed during agreement.

ARTICLE 5. FINANCIAL OBLIGATIONS

There will be no transfer of funds between the Parties under this Agreement and each Party will fund its own participation. All activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, (31 U.S.C. § 1341).

ARTICLE 6. PRIORITY OF USE

Any schedule or milestone in this Agreement is estimated based upon the Parties' current understanding of the projected availability of NASA goods, services, facilities, or equipment. In the event that NASA's projected availability changes, Partner shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA's use of the goods, services, facilities, or equipment shall have priority over the use planned in this Agreement. Should a conflict arise, NASA in its sole discretion shall determine whether to exercise that priority. Likewise, should a conflict arise as between two or more non-NASA Partners, NASA, in its sole discretion, shall determine the priority as between those Partners. This Agreement does not obligate NASA to seek alternative government property or services under the jurisdiction of NASA at other locations.

ARTICLE 7. NONEXCLUSIVITY

This Agreement is not exclusive; accordingly, NASA may enter into similar agreements for the same or similar purpose with other private or public entities.

ARTICLE 8. LIABILITY AND RISK OF LOSS

1. Partner hereby waives any claims against NASA, its employees, its related entities, (including, but not limited to, contractors and subcontractors at any tier, grantees, investigators, customers, users, and their contractors and subcontractors, at any tier) and employees of NASA's related entities for any injury to, or death of, Partner employees or the employees of Partner's related entities, or for damage to, or loss of, Partner's property or the property of its related entities arising from or related to activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct.
2. Partner further agrees to extend this unilateral waiver to its related entities by requiring them, by contract or otherwise, to waive all claims against NASA, its related entities, and employees of NASA and employees of NASA's related entities for injury,

death, damage, or loss arising from or related to activities conducted under this Agreement.

ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

1. General

(a) "Related Entity" as used in this Data Rights clause means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partner, that is assigned, tasked, or contracted to perform activities under this Agreement.

(b) "Data," means recorded information, regardless of form, the media on which it is recorded, or the method of recording.

(c) "Proprietary Data," means Data embodying trade secrets developed at private expense or commercial or financial information that is privileged or confidential, and that includes a restrictive notice, unless the Data is:

(i) known or available from other sources without restriction;

(ii) known, possessed, or developed independently, and without reference to the Proprietary Data;

(iii) made available by the owners to others without restriction; or

(iv) required by law or court order to be disclosed.

(d) Data exchanged under this Agreement is exchanged without restriction except as otherwise provided herein.

(e) Notwithstanding any restrictions provided in this clause, the Parties are not restricted in the use, disclosure, or reproduction of Data provided under this Agreement that meets one of the exceptions in (c) above. If a Party believes that any exceptions apply, it shall notify the other Party before any unrestricted use, disclosure, or reproduction of the Data.

(f) The Parties will not exchange preexisting Proprietary Data under this Agreement unless authorized herein or in writing by the owner.

(g) If the Parties exchange Data having a notice that the Receiving Party deems is ambiguous or unauthorized, the Receiving Party shall tell the Providing Party. If the notice indicates a restriction, the Receiving Party shall protect the Data under this clause unless otherwise directed in writing by the Providing Party.

(h) The Data rights herein apply to the employees and Related Entities of Partner. Partner shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this clause.

(i) Disclaimer of Liability: NASA is not restricted in, or liable for, the use, disclosure, or reproduction of Data without a restrictive notice under paragraphs 1(c) or 2 of this clause or for Data Partner gives, or is required to give, the U.S. Government without restriction.

2. Data First Produced by Partner Under this Agreement

If Data first produced by Partner or its Related Entities under this Agreement is given to NASA, and the Data is Proprietary Data, and it includes a restrictive notice, NASA will

use reasonable efforts to protect it. The Data will be disclosed and used (under suitable protective conditions) only for U.S. Government purposes.

3. Data First Produced by NASA Under this Agreement

If Partner requests that Data first produced by NASA or its Related Entities under this Agreement be protected, and NASA determines it would be Proprietary Data if obtained from Partner, NASA will mark it with a restrictive notice and use reasonable efforts to protect it for [insert a period of up to 5 years, typically 1 or 2 years] after its development. During this restricted period the Data may be disclosed and used (under suitable protective conditions) for U.S. Government purposes only, and thereafter for any purpose. Partner must not disclose the Data without NASA's written approval during the restricted period. The restrictions placed on NASA do not apply to Data disclosing a NASA-owned invention for which patent protection is being considered.

4. Publication of Results

The National Aeronautics and Space Act (51 U.S.C. § 20112) requires NASA to provide for the widest practicable and appropriate dissemination of information concerning its activities and the results thereof. As such, NASA may publish unclassified and non-Proprietary Data resulting from work performed under this Agreement. The Parties will coordinate publication of results allowing a reasonable time to review and comment.

5. Data Disclosing an Invention

If the Parties exchange Data disclosing an invention for which patent protection is being considered, and the furnishing Party identifies the Data as such when providing it to the Receiving Party, the Receiving Party shall withhold it from public disclosure for a reasonable time (one (1) year unless otherwise agreed or the Data is restricted for a longer period herein).

6. Copyright

Data exchanged with a copyright notice and no indication of restriction under paragraphs 1(c), 2 or 3 of this clause (i.e., Data has no restrictive notice) is presumed to be published. The following royalty-free licenses apply:

(a) If indicated on the Data that it was produced outside of this Agreement, it may be reproduced, distributed, and used to prepare derivative works only for carrying out the Receiving Party's responsibilities under this Agreement.

(b) Data without the indication of (a) is presumed to be first produced under this Agreement. Except as otherwise provided in paragraph 5 of this clause, and in the Inventions and Patent Rights clause of this Agreement for protection of reported inventions, the Data may be reproduced, distributed, and used to prepare derivative works for any purpose.

7. Data Subject to Export Control

Whether or not marked, technical data subject to the export laws and regulations of the United States provided to Partner under this Agreement must not be given to foreign persons or transmitted outside the United States without proper U.S. Government authorization.

ARTICLE 10. INTELLECTUAL PROPERTY RIGHTS - INVENTION AND PATENT RIGHTS

1. "Related Entity" as used in this Invention and Patent Rights clause means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partner assigned, tasked, or contracted with to perform activities under this Agreement.
2. The invention and patent rights herein apply to employees and Related Entities of Partner. Partner shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this clause.
3. NASA has determined that 51 U.S.C. § 20135(b) does not apply to this Agreement. Therefore, title to inventions made (conceived or first actually reduced to practice) under this Agreement remain with the respective inventing party(ies). No invention or patent rights are exchanged or granted under this Agreement. NASA and Partner will use reasonable efforts to report inventions made jointly by their employees (including employees of their Related Entities). The Parties will consult and agree on the responsibilities and actions to establish and maintain patent protection for joint invention, and on the terms and conditions of any license or other rights exchanged or granted between them.

ARTICLE 11. USE OF NASA NAME AND EMBLEMS

1. NASA Name and Initials

Partner shall not use "National Aeronautics and Space Administration" or "NASA" in a way that creates the impression that a product or service has the authorization, support, sponsorship, or endorsement of NASA, which does not, in fact, exist. Except for releases under the "Release of General Information to the Public and Media" clause, Partner must submit any proposed public use of the NASA name or initials (including press releases and all promotional and advertising use) to the NASA Associate Administrator for the Office of Communication or designee ("NASA Communications") for review and approval. Approval by NASA Communications shall be based on applicable law and policy governing the use of the NASA name and initials.

2. NASA Emblems

Use of NASA emblems (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) is governed by 14 C.F.R. Part 1221. Partner

must submit any proposed use of the emblems to NASA Communications for review and approval.

ARTICLE 12. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

NASA or Partner may, consistent with Federal law and this Agreement, release general information regarding its own participation in this Agreement as desired.

ARTICLE 13. DISCLAIMER OF WARRANTY

Goods, services, facilities, or equipment provided by NASA under this Agreement are provided "as is." NASA makes no express or implied warranty as to the condition of any such goods, services, facilities, or equipment, or as to the condition of any research or information generated under this Agreement, or as to any products made or developed under or as a result of this Agreement including as a result of the use of information generated hereunder, or as to the merchantability or fitness for a particular purpose of such research, information, or resulting product, or that the goods, services, facilities or equipment provided will accomplish the intended results or are safe for any purpose including the intended purpose, or that any of the above will not interfere with privately-owned rights of others. Neither the government nor its contractors shall be liable for special, consequential or incidental damages attributed to such equipment, facilities, technical information, or services provided under this Agreement or such research, information, or resulting products made or developed under or as a result of this Agreement.

ARTICLE 14. DISCLAIMER OF ENDORSEMENT

NASA does not endorse or sponsor any commercial product, service, or activity. NASA's participation in this Agreement or provision of goods, services, facilities or equipment under this Agreement does not constitute endorsement by NASA. Partner agrees that nothing in this Agreement will be construed to imply that NASA authorizes, supports, endorses, or sponsors any product or service of Partner resulting from activities conducted under this Agreement, regardless of the fact that such product or service may employ NASA-developed technology.

ARTICLE 15. COMPLIANCE WITH LAWS AND REGULATIONS

(a) The Parties shall comply with all applicable laws and regulations including, but not limited to, safety; security; export control; environmental; and suspension and debarment laws and regulations. Access by a Partner to NASA facilities or property, or to a NASA Information Technology (IT) system or application, is contingent upon compliance with NASA security and safety policies and guidelines including, but not limited to, standards on badging, credentials, and facility and IT system/application access.

(b) With respect to any export control requirements:

(i) The Parties will comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120 through 130, and the Export Administration Regulations (EAR), 15 C.F.R. Parts 730 through 799, in performing work under this Agreement or any Annex to this Agreement. In the absence of available license exemptions or exceptions, the Partner shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data and software, or for the provision of technical assistance.

(ii) The Partner shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of work under this Agreement or any Annex under this Agreement, including instances where the work is to be performed on-site at NASA and where the foreign person will have access to export-controlled technical data or software.

(iii) The Partner will be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions or exceptions.

(iv) The Partner will be responsible for ensuring that the provisions of this Article apply to its Related Entities.

(c) With respect to suspension and debarment requirements:

(i) The Partner hereby certifies, to the best of its knowledge and belief, that it has complied, and shall comply, with 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 1880, Subpart C.

(ii) The Partner shall include language and requirements equivalent to those set forth in subparagraph (c)(i), above, in any lower-tier covered transaction entered into under this Agreement.

ARTICLE 16. TERM OF AGREEMENT

This Agreement becomes effective upon the date of the last signature below ("effective date") and shall remain in effect until the completion of all obligations of both Parties hereto, or 3 Year(s) from the effective date, whichever comes first.

ARTICLE 17. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Agreement by providing thirty (30) calendar days written notice to the other Party.

ARTICLE 18. CONTINUING OBLIGATIONS

The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this Agreement, e.g., "Liability and Risk of Loss,"

"Intellectual Property Rights," and related clauses shall survive such expiration or termination of this Agreement.

ARTICLE 19. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Agreement.

Management Points of Contact

NASA Lyndon B. Johnson Space Center
Ronald B. Lee
JSC Emergency Preparedness Coordinator
Mail Stop: JS711
2101 NASA Parkway
Houston, Texas 77058
Phone: 832-646-4761
ronald.b.lee@nasa.gov

City of Seabrook, Texas
Office of Emergency Management
Charles "Jeff" Galyean
Emergency Management Coordinator
Mail Suite: Office of Emergency
Management
1700 First Street
Seabrook, TX 77586
Phone: 281-554-1303
jgalyean@seabrooktx.gov

ARTICLE 20. DISPUTE RESOLUTION

Except as otherwise provided in the Article entitled "Priority of Use," the Article entitled "Intellectual Property Rights – Invention and Patent Rights" (for those activities governed by 37 C.F.R. Part 404), and those situations where a pre-existing statutory or regulatory system exists (e.g., under the Freedom of Information Act, 5 U.S.C. § 552), all disputes concerning questions of fact or law arising under this Agreement shall be referred by the claimant in writing to the appropriate person identified in this Agreement as the "Points of Contact." The persons identified as the "Points of Contact" for NASA and the Partner will consult and attempt to resolve all issues arising from the implementation of this Agreement. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this Agreement, or their designees, for joint resolution. If the Parties remain unable to resolve the dispute, then the NASA signatory or that person's designee, as applicable, will issue a written decision that will be the final agency decision for the purpose of judicial review. Nothing in this Article limits or prevents either Party from pursuing any other right or remedy available by law upon the issuance of the final agency decision.

ARTICLE 21. MODIFICATIONS

Any modification to this Agreement shall be executed, in writing, and signed by an authorized representative of NASA and the Partner.

ARTICLE 22. ASSIGNMENT

Neither this Agreement nor any interest arising under it will be assigned by the Partner or NASA without the express written consent of the officials executing, or successors, or higher-level officials possessing original or delegated authority to execute this Agreement.

ARTICLE 23. APPLICABLE LAW

U.S. Federal law governs this Agreement for all purposes, including, but not limited to, determining the validity of the Agreement, the meaning of its provisions, and the rights, obligations and remedies of the Parties.

ARTICLE 24. INDEPENDENT RELATIONSHIP

This Agreement is not intended to constitute, create, give effect to or otherwise recognize a joint venture, partnership, or formal business organization, or agency agreement of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein.

ARTICLE 25. LOAN OF GOVERNMENT PROPERTY

1. In order to further activities set forth in this Agreement, the Parties acknowledge that NASA shall lend the following Government property to Partner:
Furniture, Office Equipment, Office Supplies, and the use of Radio Antennas and Cabling.
2. The property listed above (hereinafter referred to as the "Property") is not being provided to Partner as a substitute for the purchasing of the same type of property by Partner under any contract or grant that Partner has, or may have, with a third party. Furthermore, such Property is not excess to NASA's requirements and its use is anticipated upon its return to NASA.
3. In support of this loan the Partner shall:
 - (a) Install, operate, and maintain the Property at Partner's expense;
 - (b) Furnish all utilities (e.g., water, electricity) and operating materials required for the operation of the Property;
 - (c) Bear all costs associated with the use and enjoyment of the Property under the terms of this Agreement, including but not limited to such costs as packing, crating, shipping, installing, maintaining, licensing, and operating the Property;
 - (d) Transport the Property in accordance with good commercial practice;
 - (e) Acknowledge that the privilege of using and enjoying the said Property exists solely by virtue of this Agreement with NASA, the owner of said Property, and not as of right;
 - (f) Identify, mark, and record all of the Property promptly upon receipt, and maintain such identity so long as it remains in the custody, possession, or control of Partner.

(g) Maintain suitable records for each item of Property. At a minimum, such records shall include a description, identification number, unit cost, quantity, dates of receipt, condition upon receipt, and location. Partner shall perform an inventory of the Property one (1) year from the effective date of this Agreement, and every year thereafter, if the Agreement is still in effect, and send such inventory report to NASA. The report shall include a statement validating any requirement to continue the loan. Further, Partner shall provide to NASA upon reasonable request, records sufficient to disclose the date of inspections, the deficiencies discovered as a result of inspections, and any maintenance actions performed. This annual report shall be submitted to the following NASA point of contact (POC):

NASA Property Point of Contact:

Name: Kelly Karcher

Title: Personal Property

Email: kelly.karcher-1@nasa.gov

Telephone: 281-483-2262

Address: Mail Code JB3

2101 NAsA Parkway

Houston, Texas 77058

(h) Report any loss, damage, or destruction of Property to the NASA POC identified above within ten (10) calendar days from the date of the discovery thereof.

ARTICLE 26. SIGNATORY AUTHORITY

The signatories to this Agreement covenant and warrant that they have authority to execute this Agreement. By signing below, the undersigned agrees to the above terms and conditions.

NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION
LYNDON B. JOHNSON SPACE
CENTER

CITY OF SEABROOK, TEXAS
OFFICE OF EMERGENCY
MANAGEMENT

BY: _____
Joel B. Walker
Director, Center Operations

BY: _____
The Honorable Glenn Royal
Mayor

DATE: _____

DATE: _____



***CITY
OF
SEABROOK***

**AGENDA
BRIEFING**

Date of Meeting: TUESDAY, JULY 16, 2013

Submitter/Requestor:

Date Submitted: 7/9/2013 10:37:32 AM

Presenter:

Description/Subject:

The committee reviewed the application and has no additional comments or suggestions for approval.

Purpose/Need: NA

Background/Issue(What prompted this need):

Impacted Parties(Expected/Notified):

Miscellaneous Comments:

Attachments:

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

Application

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

Budget Dept/Line Item Number

Funding Comments:

Where on the agenda should this item be placed?

Consent Agenda

Suggested Motion:

Agenda Language:

Approve a special events permit for the Bay Area Running Club to hold a 5-K charity fun run on Saturday, August 3, 2013 from 7:30 a.m. to approximately 11:00 a.m. (Applicant)

City Manager Review:

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

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

Revised 01/12

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

Date of Application: 6-13-13 Name of Applicant: Pete Cahill - Bay Area Running Club

Full Address of Applicant: 2427 Bay Area Blvd. Houston TX

Day Time Phone Night time phone ()

e-mail address:

Name of Organization, Firm or Corporation, on whose behalf this application is made:
Bay Area Running Club

Address of Organization (if different from above): SAME

City State Zip Code

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

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

Requested Date(s) and Times of the Event: Aug. 3 2013

Location of the Event: Outbiggers

Will any portion of this event be held on city property? If so, where?
Todville rd., second st. and N. Meyer

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: 5-k (3.1 miles) charity
Fun Run going

Estimated No. of Workers 14 Estimated No. of Attendees 110

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? 120

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

Will admission be charged for this event? NO (Pre-online Registration)

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

Number of signs for this event N/A 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): Todville RD (From outbissers)
to second st. to N. MEYER and Hammer st. and BACK.

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

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

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

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

X Bryan Brand
Print name
Police Department Representative

Date Approved

X [Signature]
Signature
Police Department Representative

Comments: Officers will be present @ Todville / 2nd
and at 2nd and Meyer

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.

Special Events Application
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4. _____ If event is a parade a deposit fee of \$200. 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.

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

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

I understand that if I am applying to use a city park, community house or other city facility to hold this event, additional applications and fees will be required. I also understand that all required applications, accompanying documents and fees must be submitted to the City Secretary's Office at least 30 days prior to the date of the event, and that the event may not be held without approval of the Seabrook City Council. I have read and have agreed to the above conditions.


Signature of Applicant

Peter Cahill
Printed Name of Applicant

6-13-13
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: _____

0

Outriggers

Todville Rd

SECOND ST.

N. MEYER

(Tutnabound)

HAMMER ST.



X



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/25/2013

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 STAR Insurance - Fort Wayne Office 2130 East DuPont Road Fort Wayne IN 46825		CONTACT NAME: Judy Weaver PHONE (A/C No. Ext): (260) 467-5697 FAX (A/G. No): (260) 467-5651 E-MAIL ADDRESS: judy.weaver@starfinancial.com	
INSURED Road Runners Club of America 2013 & Its Member Clubs 1501 Lee Highway, Suite 140 Arlington VA 22209		INSURER(S) AFFORDING COVERAGE INSURER A: National Casualty Company NAIC # 11991 INSURER B: Nationwide Life Insurance Co. 66869 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2013 - \$2M A.I. **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	☒ COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR	X	KRO 000000 3086700	12/31/2012	12/31/2013	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	☒ Legal Liability to Participant \$2,000,000			12:01 A.M.	12:01 A.M.	MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER		Abuse & Molestation			PERSONAL & ADV INJURY \$ 2,000,000
	☒ POLICY ☐ PROJECT ☐ LOC		Aggregate \$5,000,000			GENERAL AGGREGATE \$ NONE
A	AUTOMOBILE LIABILITY					
	☐ ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	☐ ALL OWNED AUTOS		KRO 000000 3086700	12/31/2012	12/31/2013	BODILY INJURY (Per person) \$
	☒ HIRED AUTOS ☒ SCHEDULED AUTOS NON-OWNED AUTOS	X		12:01 A.M.	12:01 A.M.	BODILY INJURY (Per accident) \$
	UMBRELLA LIAB					PROPERTY DAMAGE (Per accident) \$
	EXCESS LIAB					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					EACH OCCURRENCE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			AGGREGATE \$
						\$
B	EXCESS MEDICAL & ACCIDENT (\$250 DEDUCTIBLE/CLAIM)	X	SPX 00000 25699000	12/31/2012	12/31/2013	E.L. EACH ACCIDENT \$
				12:01 A.M.	12:01 A.M.	E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
						EXCESS MEDICAL \$10,000
						AD & SPECIFIC LOSS \$2,500

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

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED.

DATE OF EVENT: 08/03/13 5K INSURED CLUB/EVENT MEMBER: Bay Area Running Club, attn: Jay Lee; 2427 Bay Area Blvd., Houston, TX 77058

CERTIFICATE HOLDER

CANCELLATION

08/03/13 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 Lefever/JWE



Concept plan for the Galveston Bay Foundation Education and Activities Center

Meeting with The City of Seabrook

Mission

Preserve, protect and enhance the natural resources of the Galveston Bay estuarine system and its tributaries for present users and for posterity.



One of the world's most productive estuaries

Programs and History

- Since 1987, has strived to ensure that Galveston Bay remains a beautiful and productive place for generations to come.
- **Advocacy** - Seeks solutions to conflicts while working with all the diverse users of the Bay
- **Conservation** – Completes projects to preserve and enhance the Bay’s natural resources
- **Education** – Teaches school children and adults about this valuable resource
- **Research** - Monitors water quality, wetlands, and restored habitat



Accomplishments

- Serves as a watchdog for Galveston Bay, protecting the important quality of life asset for our region
- Preserved, protected, or restored over 16,500 acres of habitat in 25 years
- Habitat restoration: wetlands, oyster reef, sea grass
- Educates the next generation: top educational program - "Get Hip to Habitat" reaches 1,200
- The primary source of information about the status and issues facing Galveston Bay.



What's holding us back?

- Location does not reinforce mission
 - Far from the Bay
 - No proximity to partners
 - No space for educational programming
 - Limited access to on the water education



Opportunity for Growth

- To act on land conservation opportunities – properties will never get cheaper!
- To manage BP oil spill settlement projects - we must staff up!
- To reach more students and adults – we must expand our education programs



Proposed Solution

- Build a larger, permanent education and activities center facility near/on Bay
- Our location must provide opportunities to showcase:
 - Land conservation
 - Habitat restoration
 - Water health
 - Educational programming

Location Requirements

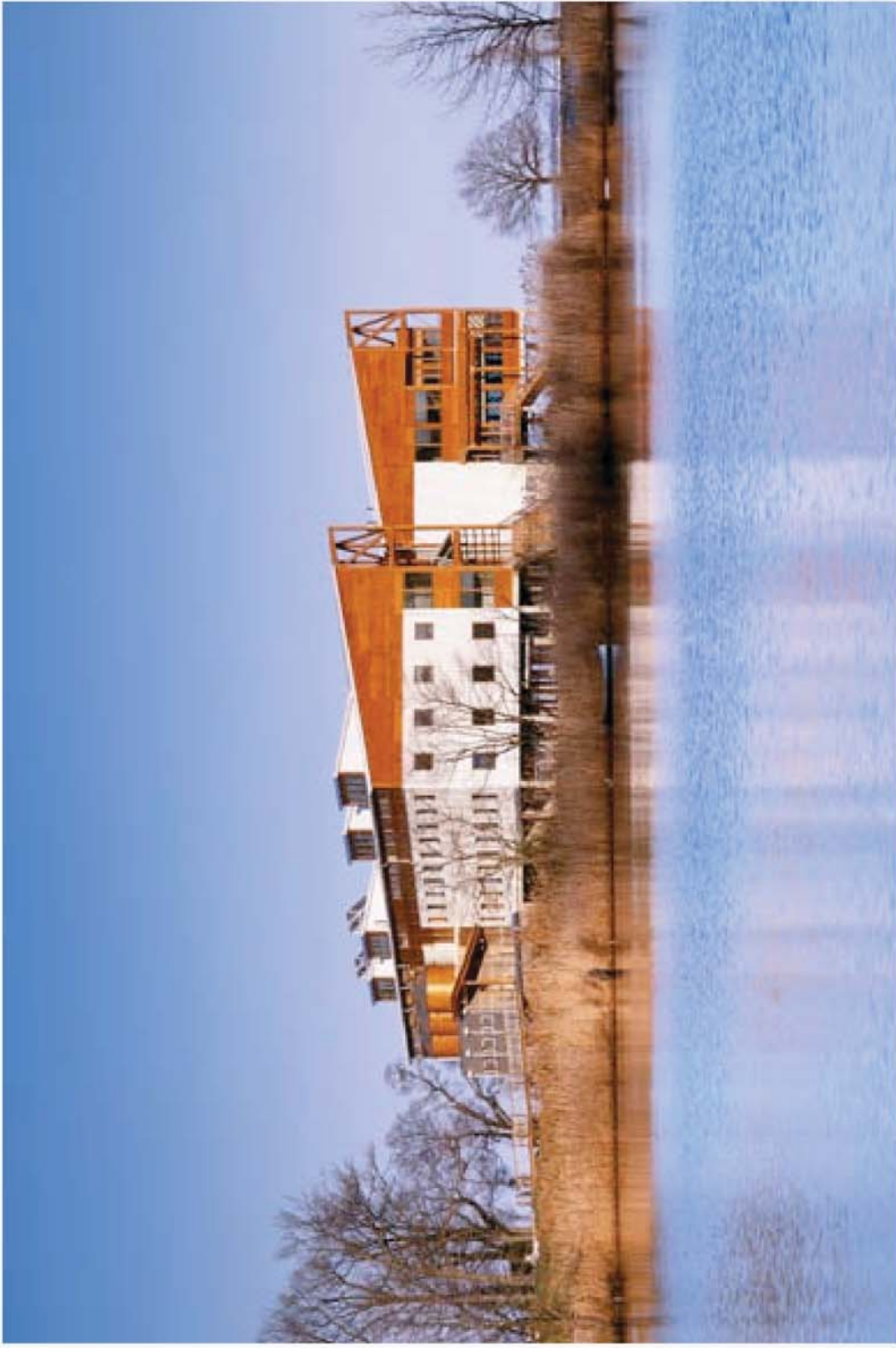
- Bay shore property between Kemah & Morgan's Point
- Offices for 20-30 people
- Two classrooms seating 30-50 people (one a laboratory classroom)
- 1-2 meeting room(s), with one seating 50 people
- Several acres of land for educational programming, habitat restoration, and demonstration projects
- Ideal: a new "green" facility to showcase mission and programs

Location Requirements (cont'd)

- Access for programing on/in the water



Counterpart Examples



Chesapeake Bay Foundation



Save the Bay – Narragansett Bay

Save the Bay – Narragansett Bay



Tampa Bay Watch

Why this Location?

- Easy access for visitors
- Direct access to water
- Open 7 days a week
- All ages can benefit
- Positively impacts local economy
- Location meets our criteria



Education and Activities Center

Benefits for The City of Seabrook

- Attract more people to the location
- Opportunities for activities at education and activity center seven days a week
- Benefits to local economy as increased activity will ripple through the community
- Tourists, students and groups will visit and spend money in the surrounding area both before and after they leave our location

Education and Activities Center

Benefits for GBF

- Expanded classes + camps
- Visibility on Bay enhances awareness
- Donors see impact
- Improved work environment
- Increased volunteer opportunities
- Partnership opportunities



Next steps for GBF

- Finalize property solution
- Create architectural plans and study economic impact
- Develop business plan for education center programming
- Raise funds
- Start construction

Thank you

- For letting us share our plans with you
- For believing in the important mission of GBF
- For sharing feedback and advice





To: Seabrook City Council

From: LeaAnn Dearman

CC: Michele Glaser, Kelly Templin, Gayle Cook

Date: July 10, 2013

Re: Review of HOT Funding Applications and Event Budget for FY 2013/2014

Within this document you will find two new applications requesting HOT funds for events and programs. A staff committee has reviewed these applications and has made recommendations based on the applicant's request and available funds. Also within this document are the applicant's applications for your review.

At this time I will also give you an update on the year's event to date, which includes Yachty Gras, Seabrook Lucky Trail Marathon, Keels and Wheels and the Texas Outlaw Challenge.

If you have any questions as you review this information please do not hesitate to ask.

HOT Funding Event Review

(Events are listed based on yearly calendar – Council approved amounts in RED on March 19, 2013)

Bay Access: Youth, Adult & Amateur Sailing Programs

This unique program is overseen by Bay Access, a 501(c)3, which promotes youth, adult and amateur sailing. The sailing programs promoted by this group are held at Lakewood Yacht Club throughout the year, with events held in January, October, March, April, May, July, August and September (please refer to Schedule of Activities included in the Applicant Packet). Several of these events draw national attention; in fact the event being held in January 2013 is National Team Racing event.

Amount Requested FY 2013/14	Amount Allocated FY 2012/2013
\$25,000	None at this time
Hotelier Input	
<i>The City of Seabrook has not funded this program with HOT funds and does not have hotelier input at this time.</i>	
Staff Input	
Police Department	Lakewood Yacht Club works well with the PD
City Secretary's Office	No permitting has been needed in the past
City Manager's Office	Lakewood Yacht Club works well with CMO staff
Public Works	N/A

Application Notes

- Completed application
- Excellent marketing efforts planed throughout the year, including newspaper, Internet and social media, direct mailing, email and TV promotions
- No blocks at this time, but willing to reach out to area hotels for upcoming events that average one to two night stays
- Marketing plan included with application
- Budget report included with application

Committee Recommendation

Recommend Council allot \$7,500 for Sailing Programs/Events in 2013/2014 Budget

With so many different events to promote throughout the year, we would like to see Bay Access increase their advertising for national events, in particular the national event held in January and the Texas Youth Race Week in July. Both January and July are months we would like to see more hotel activity during the week, as these are two months were Seabrook does not currently sponsor events.

The applicant turned in an excellent application although we do encourage the applicant to list specific dates on their Schedule of Activities.

We encourage the applicant to keep copies of all ads, press releases and any other marketing and advertising materials used to promote events and programs. In addition to contacting local hotels to reserve discounted rates or room blocks.

Boatoberfest on Clear Lake

Request to hold event on the Endeavor property off NASA Parkway September 24-27, 2013. This family friendly four-day festival will include powerboat racing on the lake, a boat sale, gourmet food trucks, chili cook-off, and several vendors with the latest accessories and technologies for fishing and boating.

Amount Requested FY 2013/14	Amount Allocated FY 2012/2013
\$10,000	None at this time
Hotelier Input	
<i>While the applicant has not been in contact with area hotels in the past, they are connected with the Bay Area Houston CVB and plan to track area hotel stay through this resource.</i>	
Staff Input	
Police Department	N/A at this time
City Secretary's Office	A special permit will be required for this event
City Manager's Office	N/A at this time
Public Works	N/A at this time
Application Notes	
- Completed application - Detailed Marketing Plan included with application outline the use of social media, Internet, email, Billboards, magazines and other media to advertise to the Galveston, Conroe, Beaumont and Corpus Christi area including some regional advertising. - They are currently reaching out to area hotels to secure an event rate, and these hotels will be listed on their website. - Budget report included with application	
Committee Recommendation	
Recommend \$8,000 for 2013 and 2014 event We currently have \$10,000 within our event fund for the "Next Big Event". These funds were set aside for a new Seabrook event, and at the time of budget last year we did not set specifics on how to use the funds. With the 2012/2013 FY ending soon we would like to request these funds to be used toward the 2013 Boatoberfest, and \$8,000 to be allocated in the 2013/2013 FY Budget dependent upon the success of the 2013 event. We encourage the event holder to: - Contact the local hotels for room blocks or discounted rates - Place all Seabrook hotels on their website, even if they do not offer a discounted rate or block - Keep samples of all marketing and advertising efforts - Complete Post Form Report within 60 days of event to be eligible for the 2013/2014 funding. After speaking with the event holder we believe this will be a great family event for the entire area.	

HOT Funding Event Review

(Events are listed based on yearly calendar – Council approved amounts in **RED** on March 19, 2013)

Yachty Gras

This unique event is held each year during the Mardi Gras season and features an amazing boat parade that begins at the Seabrook Channel and proceeds past the Kemah boardwalk, throwing beads to the revelers viewing the parade along the route. In addition to the parade, several parties take place prior to and after, including the best after party of all at Outriggers in Seabrook.

Amount Requested FY 2013/14	Amount Allocated FY 2012/2013
\$10,000	\$2,500
\$2,500 Approved for FY 13/14 by Council on March 19	
Hotelier Input	
Comfort Inn – NASA Parkway	
Increases Tourism	Yes
Heads in Beds	Yes
Funding Recommendation	Increase
Track Event Stays	No
SpringHill Suites	
Increases Tourism	No
Heads in Beds	No
Funding	Remain the Same
Track Event Stays	No
Hampton Inn	
Increases Tourism	No
Heads in Beds	No
Funding Recommendation	Cut
Track Event Stays	Yes
Beacon Hill	
Increases Tourism	No
Heads in Beds	No
Funding Recommendation	Cut
Track Event Stays	Yes
Comfort Suites – St. Hwy 146	
Increases Tourism	No
Heads in Beds	No
Funding Recommendation	Remain the Same
Track Event Stays	Yes
Staff Input	
Police Department	Provides boat patrol as coordinated by the marine task force. City pays overtime.
City Secretary's Office	No permitting needed.
City Manager's Office	No banner installed to date due to lack of time allotted for TXDot permitting and budget.
Public Works	N/A

Yachty Gras

Application Notes

- Completed application
- Majority of marketing is within the Houston market
- No blocks of rooms reserved – Relies on CVB to communicate with hotels
- No press release or marketing samples included
- No marketing report included
- No budget report included

Committee Recommendation

Funding to remain at \$2,500

Hotels do not feel this event puts heads and beds and some even suggest funding to be cut. We believe the event can grow and attract people from all areas if more money was used to advertise the event in other geographical areas.

In order to keep funding the event, event holder must provide the following in next year's application:

- Marketing Report
- Budget Report (entire budget)
- Letter's from charities stating amount given in support of
- Samples of all marketing materials (print ads, radio ads, social media ads, emails, internet, etc) including press releases and media distribution list

We also encourage and recommend direct communication and collaboration with all Seabrook hotels and b&b's.

Lucky Trail Marathon

Every year in March, the Seabrook Lucky Trails Marathon is held on the Seabrook Trail System. This weekend event happens around St. Patrick's Day each year. Runners may sign up for either half or full marathon plus a two-person or four-person relay. This popular event has been known for its enthusiastic volunteers, great goody bags and awesome post-race party.

Amount Requested FY 2013/14	Amount Allocated FY 2012/2013
\$15,000	\$15,000
\$25,000 Approved for FY 13/14 by Council on March 19	
Hotelier Input	
Comfort Inn – NASA Parkway	
Increases Tourism	Yes
Heads in Beds	Yes
Funding Recommendation	Remain the Same
Track Event Stays	No
SpringHill Suites	
Increases Tourism	Yes
Heads in Beds	No
Funding Recommendation	Remain the Same
Track Event Stays	No
Hampton Inn	
Increases Tourism	Yes
Heads in Beds	No
Funding Recommendation	Remain the Same
Track Event Stays	Yes
Beacon Hill	
Increases Tourism	No
Heads in Beds	No
Funding Recommendation	Remain the Same
Track Event Stays	Yes
Comfort Suites – St. Hwy 146	
Increases Tourism	Yes
Heads in Beds	Yes
Funding Recommendation	Increase
Track Event Stays	Yes
Staff Input	
Police Department	Off duty officers are hired by event permit holder to provide traffic control and security; work well with PD.
City Secretary's Office	Works well with staff and request permitting in a timely fashion.
City Manager's Office	Very prompt and works well with staff.
Public Works	Hang banner on NASA Parkway, staff helps to ensure trails and parks are prepared leading up to the event and after the event. Robby Sabban works well with staff.

Lucky Trail Marathon

Application Notes

- Completed application – however some vague statements throughout
- No list of specific national running publications
- Needed to expand on the geographic location and reach of promotion
- Did not list what “host” hotel is utilized for runners
- No marketing report included
- No marketing samples included
- No budget report included

Committee Recommendation

Increase to \$25,000

Although the application needs improvement an event of this nature is not only representative of the Seabrook spirit, but also has the potential to grow.

The funding increase may be contingent upon growing the event in 2014 and should meet the following criteria:

- Expand the run to Friday, Saturday & Sunday event
- Include a kid’s fun run
- Reach out to more hotels for additional lodging options
- Increase direct advertising (target more groups other than just runners, expand to tv and radio advertising)

In order to keep funding the event, event holder must provide the following in next year’s application:

- Marketing Report
- Budget Report (entire budget)
- Samples of all marketing materials (print ads, radio ads, social media ads, emails, internet, etc) including press releases and media distribution list

Keels & Wheels

The largest collection of classic cars and wooden boats in the United States is on display at the beautiful grounds of Lakewood Yacht Club in Seabrook the first weekend each May. Educational and awe-inspiring, Keels and Wheels is an event for spectators of all ages and is a great chance to immerse yourself in automotive and marine history. Attendees come from every corner of the U.S. and even Europe to see this spectacular and unique display of classic boats and automobiles. Of course, you can't forget the famous Texas hospitality.

Amount Requested FY 2013/14	Amount Allocated FY 2012/2013
\$50,000	\$50,000
\$50,000 Approved for FY 13/14 by Council on March 19	
Hotelier Input	
Comfort Inn – NASA Parkway	
Increases Tourism	Yes
Heads in Beds	Yes
Funding Recommendation	Increase
Track Event Stays	No
SpringHill Suites	
Increases Tourism	Yes
Heads in Beds	Yes
Funding Recommendation	Remain the Same
Track Event Stays	No
Hampton Inn	
Increases Tourism	Yes
Heads in Beds	No
Funding Recommendation	Remain the Same
Track Event Stays	Yes
Beacon Hill	
Increases Tourism	Yes
Heads in Beds	No
Funding Recommendation	Remain the Same
Track Event Stays	Yes
Comfort Suites – St. Hwy 146	
Increases Tourism	Yes
Heads in Beds	Yes
Funding Recommendation	Increase
Track Event Stays	Yes
Staff Input	
Police Department	Off duty officers are hired by event permit holder to provide traffic control and security.
City Secretary's Office	Works well with staff.
City Manager's Office	No major issues with staff.
Public Works	Request to hang banner on NASA Parkway and light pole banners; no notable issues.

Keels & Wheels

Application Notes

- Completed application – however some vague statements throughout
- Unclear of where press releases are distributed
- Needed to expand on specific geographic locations and reach with specific examples and statistics of how this is being tracked
- No marketing report included
- No marketing samples included
- No budget report included
- Needed to be more specific about what hotels and how many rooms are being blocked for event
- Needed to be more specific on plan for tracking hotel activity

Committee Recommendation

Remain the same at \$50,000

As the signature event of Seabrook, the hotels that participated in this survey do believe this event increases tourism in the area even if it does not directly put heads in beds in their hotel. The overall consensus was for funding to remain the same.

In order to keep funding the event, event holder must provide the following in next year's application:

- Marketing Report
- Budget Report (entire budget)
- Samples of all marketing materials (print ads, radio ads, social media ads, emails, internet, etc) including press releases and media distribution list

We highly suggest and recommend direct communication and collaboration with all Seabrook hotels and b&b's.

Texas Outlaw Challenge

This four-day event is full of fun and exciting parties and activities focused on high-end performance boating. The Texas Outlaw Challenge has become a true "east meets west" party with many out-of-town performance boat friends enjoying the unforgettable Texas hospitality while supporting proceeds for local volunteer aquatic conservation efforts and other selected charities.

Amount Requested FY 2013/14	Amount Allocated FY 2012/2013
\$7,500	\$30,000
\$12,500 Approved for FY 13/14 by Council on March 19	
Hotelier Input	
Comfort Inn – NASA Parkway	
Increases Tourism	Yes
Heads in Beds	No
Funding Recommendation	Cut
Track Event Stays	No
SpringHill Suites	
Increases Tourism	No
Heads in Beds	No
Funding Recommendation	Remain the Same
Track Event Stays	No
Hampton Inn	
Increases Tourism	Yes
Heads in Beds	Yes
Funding Recommendation	Remain the Same
Track Event Stays	Yes
Beacon Hill	
Increases Tourism	No
Heads in Beds	No
Funding Recommendation	Cut
Track Event Stays	Yes
Comfort Suites – St. Hwy 146	
Increases Tourism	Yes
Heads in Beds	Yes
Funding Recommendation	Increase
Track Event Stays	Yes
Staff Input	
Police Department	Off duty officers hired by event permit holder to provide security.
City Secretary's Office	Problematic with deadlines in the past.
City Manager's Office	No contact with event holder
Public Works	N/A

Texas Outlaw Challenge

Application Notes

- Completed application – however very vague statements throughout
- Red flag – organization is a “for-profit” with no supplemental material on how or if net profits are donated to charity
- Marketing appears to be mostly local, without a clear direction of how many if any press releases will be written
- While the geographic reach is listed as nationwide, there is a higher concentration in north Texas and Louisiana, but no tracking information on how this will be measured
- No marketing report included
- No marketing samples included
- No budget report included
- Needed to be more specific about what hotels and how many rooms are being blocked for event
- Needed to be more specific on plan for tracking hotel activity
- Red flag – If total event cost is \$150,000 and the request is for \$30,000 from Seabrook, Kemah is listed as the only other sponsor who would be responsible for \$120,000? Math does not add up.

Committee Recommendation

Cut funding to \$5,000

The hotelier’s beliefs on this event vary greatly; some believe it should remain the same while other think it should be cut. 3 out of 5 report that it does not increase their heads in beds.

City staff has not had positive experiences with the event holder, who tends to be problematic with deadlines.

This committee is concerned with the “for-profit” status of this organization in addition to the nature of this event. While a boating event coincides with the nature of our city, the premise of the event is not family friendly and does not portray a positive city image. This committee had to ask “what do we want our community to reflect?” and unfortunately we believe this event does not promote family friendly activities, therefore the event does not merit an increase as requested.

In order to keep funding the event, event holder must provide the following in next year’s application:

- Marketing Report
- Budget Report (entire budget)
- Letter’s from charities stating amount given in support of
- Samples of all marketing materials (print ads, radio ads, social media ads, emails, internet, etc) including press releases and media distribution list

We highly encourage and recommend direct communication and collaboration with all Seabrook hotels and b&b’s.

Saltwater Derby

Fun-filled fishing tournament held at Outriggers in Seabrook each September. Over \$1,000 in prize money is awarded during the derby. In addition to the awards, registrants may enjoy a hamburger lunch and refreshments plus have a chance to win door prizes and enter the Heaviest Flounder Pot.

Amount Requested FY 2013/14	Amount Allocated FY 2012/2013
\$5,000	\$5,000
\$5,000 Approved for FY 13/14 by Council on March 19	
Hotelier Input	
Comfort Inn – NASA Parkway	
Increases Tourism	Yes
Heads in Beds	No
Funding Recommendation	Cut
Track Event Stays	No
SpringHill Suites	
Increases Tourism	No
Heads in Beds	No
Funding Recommendation	Remain the Same
Track Event Stays	No
Hampton Inn	
Increases Tourism	No
Heads in Beds	No
Funding Recommendation	Cut
Track Event Stays	Yes
Beacon Hill	
Increases Tourism	No
Heads in Beds	No
Funding Recommendation	Remain the Same
Track Event Stays	Yes
Comfort Suites – St. Hwy 146	
Increases Tourism	Yes
Heads in Beds	No
Funding Recommendation	Increase
Track Event Stays	Yes
Staff Input	
Police Department	Officers paid by Outriggers for security.
City Secretary's Office	No permits requested in past, however needed.
City Manager's Office	Staff responsible for collecting applications, payments, and web presence.
Public Works	Responsible for tables, chairs and PA system.

Saltwater Derby

Application Notes

- Incomplete application
- Only local marketing
- No hotel blocks reserved
- No plan for tracking hotel stays
- No marketing report included
- No budget report included
- No samples of advertisements included

Committee Recommendation

Funding to remain at \$5,000 however contingent upon the following:

- City is no longer responsible for coordinating the event (including advertising and budget responsibilities)
- Event is extended to 2-days
- Marketing plan is put in place with marketing and advertising outside the Houston Galveston area
- Additional sponsors are secured

While the committee believes this to be a great Seabrook event, all responsibility falls upon city staff and we do not currently have the resources to keep it going. We suggest the event coordinator create a committee or board to oversee this event. If this is not possible, this committee has no other choice than to recommend cutting funding for the event entirely.

In addition to creating a committee to oversee the event, we recommend the event holder also provide the following with next year's application:

- Marketing Report
- Budget Report (entire budget)
- Samples of all marketing materials (print ads, radio ads, social media ads, emails, internet, etc) including press releases and media distribution list

We also encourage and recommend direct communication and collaboration with all Seabrook hotels and b&b's.

Seabrook Festival of the Arts

Festival held on the City Hall grounds during the fall. Activities include juried fine artists in every medium, live music, kid's zone, street chalk art contest, student artist exhibit, plus food drink and local cuisine. Admission is free to the public.

Amount Requested FY 2013/14	Amount Allocated FY 2012/2013
\$15,000	\$15,000
\$15,000 Approved for FY 13/14 by Council on March 19	
Hotelier Input	
Comfort Inn – NASA Parkway	
Increases Tourism	Yes
Heads in Beds	No
Funding Recommendation	Cut
Track Event Stays	No
SpringHill Suites	
Increases Tourism	No
Heads in Beds	No
Funding Recommendation	No Change
Track Event Stays	No
Hampton Inn	
Increases Tourism	No
Heads in Beds	No
Funding Recommendation	Cut
Track Event Stays	Yes
Beacon Hill	
Increases Tourism	No
Heads in Beds	No
Funding Recommendation	Increase
Track Event Stays	Yes
Comfort Suites – St. Hwy 146	
Increases Tourism	No
Heads in Beds	No
Funding Recommendation	Cut
Track Event Stays	Yes
Staff Input	
Police Department	Off duty officers hired by event permit holder to provide traffic control and security; required streets to be closed.
City Secretary's Office	Worked well with staff in a timely fashion.
City Manager's Office	No contact with CMO staff.
Public Works	Meetings held to coordinate events, supplied set up and take down of large generator for the event. Responsible for electrical outlets. Mowed and prepped site for event.

Seabrook Festival of the Arts

Application Notes

- Completed application
- Requesting Seabrook HOT funds to be used for 75% of total cost of event
- Good details about promotional and advertising efforts
- Room block at SpringHill Suites – approximately 30 rooms for 2 nights
- Red flag – Budget included in report appears to be incorrect. \$3,419 should be \$5,386.
- No marketing report included
- No samples of advertisements included

Committee Recommendation

Remain at \$15,000

The committee believes since this is a new event we need to continue to fund this event and see how it grows. While the hoteliers did not see an increase in room stays, the potential is there if the event holder collaborates with the hoteliers. This particular event also meets an additional requirement of the HOT fund that the other events do not; promotion of the arts.

With that said, the event needs to evolve and span an entire weekend rather than just one day. While the ArtNight is a good start marketing and advertising materials did not include the ArtNight, just the festival on Saturday.

We highly recommend the event holder also provide the following with next year's application:

- Marketing Report
- Budget Report (entire budget – ensure numbers are correct)
- Samples of all marketing materials (print ads, radio ads, social media ads, emails, internet, etc) including press releases and media distribution list

We also encourage and recommend direct communication and collaboration with all Seabrook hotels and b&b's.

J/Fest Southwest

This regatta is open to all J/Boat owners, their crew, family and friends and the race is held on Galveston Bay. The focus of J/Fest is to provide a regatta venue that is extra fun not only for the racers but their family and friends too. While the racers are on the water their spouses, children, family and friends can enjoy a myriad of activities and tourist attractions in the bay area.

Amount Requested FY 2013/14	Amount Allocated FY 2012/2013
\$12,000	\$12,000
\$15,000 Approved for FY 13/14 by Council on March 19	
Hotelier Input	
Comfort Inn – NASA Parkway	
Increases Tourism	Yes
Heads in Beds	Yes
Funding Recommendation	Increase
Track Event Stays	No
SpringHill Suites	
Increases Tourism	Yes
Heads in Beds	Yes
Funding Recommendation	Remain the Same
Track Event Stays	No
Hampton Inn	
Increases Tourism	Yes
Heads in Beds	No
Funding Recommendation	Remain the Same
Track Event Stays	Yes
Beacon Hill	
Increases Tourism	No
Heads in Beds	No
Funding Recommendation	Remain the Same
Track Event Stays	Yes
Comfort Suites – St. Hwy 146	
Increases Tourism	Yes
Heads in Beds	Yes
Funding Recommendation	Increase
Track Event Stays	Yes
Staff Input	
Police Department	Unaware of any PD involvement.
City Secretary's Office	No permit requested, however needed if public is invited.
City Manager's Office	Request TxDOT permitting for banner on NASA; but always need to be reminded of request 1-month prior to.
Public Works	Hang overhead banner on NASA.

J/Fest Southwest

Application Notes
EXCELLENT APPLICATION!!!
Committee Recommendation
Increase to \$15,000 This is a great event that encompasses the nature of Seabrook. The applicant went above and beyond and supplied us with everything needed to fund this event. We only have a few suggestions for the event holder. • Communicate and collaborate with all Seabrook hotels to set aside room blocks for the event • Include a complete budget report with next year's application (how additional funds are spent) • The additional funds must be spent on marketing and advertising • Please considering spending less funds on entertainment and more on marketing and advertising

Christmas Boat Parade

Ring in the holidays with this Clear Lake tradition. More than 100,000 people traditionally enjoy this event from land and from hundreds of boats anchored throughout the Lake. The parade features more than 100 brightly decorated power and sailboats that will traverse the Clear Lake channel from the South Shore Harbor Marina and the Nassau Bay Lagoon to Galveston Bay.

Amount Requested FY 2013/14	Amount Allocated FY 2012/2013
\$2,000 to \$5,000	\$2,000
\$2,000 Approved for FY 13/14 by Council on March 19	
Hotelier Input	
Comfort Inn – NASA Parkway	
Increases Tourism	Yes
Heads in Beds	Yes
Funding Recommendation	Increase
Track Event Stays	No
SpringHill Suites	
Increases Tourism	No
Heads in Beds	No
Funding Recommendation	Remain the Same
Track Event Stays	No
Hampton Inn	
Increases Tourism	No
Heads in Beds	No
Funding Recommendation	Cut
Track Event Stays	Yes
Beacon Hill	
Increases Tourism	No
Heads in Beds	No
Funding Recommendation	Increase
Track Event Stays	Yes
Comfort Suites – St. Hwy 146	
Increases Tourism	No
Heads in Beds	No
Funding Recommendation	Remain the Same
Track Event Stays	Yes
Staff Input	
Police Department	Provides boat patrol as coordinated by the marine task force. City pays overtime.
City Secretary's Office	No permitting needed.
City Manager's Office	No contact with CMO staff.
Public Works	N/A

Christmas Boat Parade

Application Notes

- Mostly completed application
- Majority of marketing is within the Houston market
- No blocks of rooms reserved
- No press releases included with limited marketing examples
- No marketing report included
- Red flag – budget lists a net income of \$14,200

Committee Recommendation

Funding to remain at \$2,000

Hotels do not feel this event puts heads and beds and some even suggest funding to be cut; however, the event does increase tourism in our area.

In order to keep funding the event, event holder must provide the following in next year's application:

- Marketing Report
- More samples of all marketing materials (print ads, radio ads, social media ads, emails, internet, etc) including press releases and media distribution list
- More funds to be spent on advertising outside the Houston area

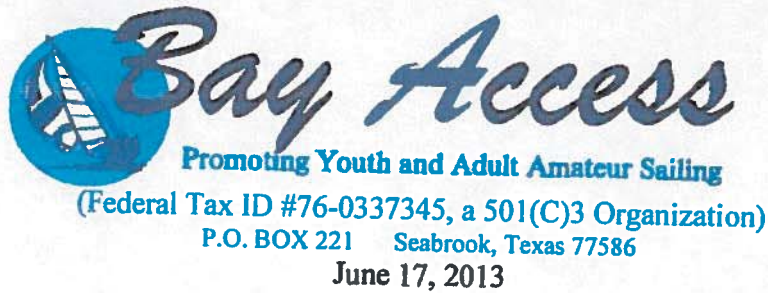
We also encourage and recommend direct communication and collaboration with all Seabrook hotels and b&b's.

If event holder continues to make such a large profit from the event, this committee suggest cutting funding entirely (note red flag within application notes)

FY 2013/2014 Funding for Seabrook Events

The HOT budget will be adjusted based on how much is spent for events in Seabrook, please note, funding for general tourist advertising may be cut if needed to meet needs of event funds.

FY 2013/2014 HOT Event Allocation	
Yachty Gras	\$2,500
Lucky Trails	\$25,000
Keels & Wheels	\$50,000
Texas Outlaw Challenge	\$12,500
Saltwater Derby	\$5,000
Seabrook Festival of the Arts	\$15,000
J/Fest Southwest	\$15,000
Christmas Boat Lane Parade	\$2,000
Contingency	\$10,000
Total	\$137,000



City of Seabrook
Attn: LeaAnn Dearman
1700 First Street
Seabrook, Texas 77586

Since 1955, Lakewood Yacht Club has made its home in Seabrook. The private club started life as a power boat club, but over the years, it has broadened its attraction, and it is now home to many sailboats as well as motor yachts. In 1987, Lakewood founded the Harvest Moon Regatta®, a gentlemen's race for cruising sailors.

Over the years, Lakewood has built a large youth sailing program. In 1999, Lakewood helped found Bay Access, a charitable 501(c)(3) nonprofit corporation. Bay Access offers sailing opportunities to individuals and families who are not members of the private yacht club. It provides sailing training and low cost access to small sailboats.

In the last decade, Lakewood started building a reputation as a host venue for serious sailboat racing. Sailboat racing internationally is conducted under the International Sailing Federation (ISAF); in the United States, the "national authority" is US Sailing. Since 2005, Lakewood has hosted US Sailing sanctioned race management training programs, and has encouraged its members to attend other US Sailing courses though out the region. As a result, many Lakewood Race Committee volunteers have been certified or are working toward US Sailing certification as judges or race officers. This list includes our current Commodore, Carl Drechsel, our current Race Committee chairman, Dr. Gerhard Wittich, two LYC Directors and several others, including myself; I served two terms as a judge and as a Club Race Officer.

To further its goals and to raise funds, Bay Access organizes numerous races as the Organizing Authority under ISAF rules. It contracts with Lakewood for the right to use the Harvest Moon Regatta® name, to act as host club, and to provide a Race Committee for Bay Access organized races.

In 2012, Bay Access acquired a fleet of Flying Junior sailboats. These boats provide an opportunity for hosting regional and national team racing events. As a result of the combined efforts of the volunteers of both Lakewood and Bay Access, a growing number of national events are being held in the Seabrook area. Two in particular, the 2014 US Optimist Dinghy Association (USODA) team racing Mid Winters in January and the 2014 Interscholastic Sailing Association (ISSA) high school team racing national championship, to be held over Memorial Day weekend, will bring large numbers of overnight visitors to Seabrook. While we are thrilled to be a part of this, the growing race program will tax our pocketbooks and our volunteer pool unless we find additional funds to defray the additional expenses incurred to bring these visitors to our area. We hope that the City of Seabrook will join us a platinum annual sponsor for our race series.

Thank You for your consideration,

Andrea Todaro
LYC/Bay Access Race Series Sponsorship Volunteer
281-658-3610

Explanation of the Hotel Occupancy Tax

By the law of the State of Texas, the City of Seabrook collects a Hotel Occupancy Tax (HOT) from all lodging facilities located within the city limits. According to the law, revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following:

1. **Convention Centers and Visitor Centers:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation and maintenance of convention center facilities or visitor information center or both.
2. **Registration of Convention Delegates:** the furnishing of facilities, personnel and materials for the registration of convention delegates or registrants.
3. **Advertising, Solicitation and Promotions:** advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity.
4. **Promotion of the Arts:** the encouragement, promotion, improvement and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.
5. **Historical Restoration and Preservation:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites, museums or exhibits.
6. **Sporting Event Expense:** funding certain expenses, including promotional expenses, directly related to a sporting event within counties with a population under 1 million.
7. **Sporting Facilities:** enhancement or upgrading of existing sports facilities or sport fields for certain municipalities.
8. **Transportation of Tourists:** funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:
 - a. the commercial center of the city
 - b. a convention center in the city
 - c. other hotels in or near the city
 - d. tourist attractions in or near the city
9. **Directional Signage:** signage directing the public to sights and attractions that are frequently visited within the municipality.

Eligibility and Priority for HOT Funds

Priority will be given to those entities and/ or special events based on their ability to directly promote tourism and the hotel industry in Seabrook; in other words, the ability to generate overnight visitors to the city. If an event will not generate hotel activity, it is not eligible for receipt of HOT funds. Entities must complete this application and provide documentation proving the ability to generate overnight visitors.

All receipts of HOT funds will be required to submit a post-event form, report and analysis within sixty (60) days after an event or program cycle, which documents the expenditure of the HOT funds and verifies the direct promotion of Seabrook tourism and the hotel industry. Recipients who do not submit post-event information may not be eligible for future funding.

Application Overview and Process

The City of Seabrook accepts applications from non-profits, groups and businesses whose programs or events fit into one or more of the listed categories. All applicants applying for funding must submit an official application by **January 30, 2013** to be considered for funds for the 2013-2014 Fiscal Year (October 2013 - September 2014).

Applications will be reviewed by a committee composed of city staff who will make recommendations to City Council during a regular or special meeting held in March. Applicants will be notified prior to the meeting and are encouraged to attend and give feedback to Council.

City Council will make the final decision on the applicant's request. If denied funding, applicants may appeal the decision, in writing within sixty (60) days of Council's decision.

Supplemental information and documentation is required in addition to the application form. Please review and complete entire application packet prior to application submittal.

The Post-Event Form and Report is also included with this packet. Please review information on this form and be prepared to submit the form and required documentation within sixty (60) days after the event/program. A copy of the Post Event/Program Form and Report will also be included with the disbursement of funds.

Timeline for 2013-2014 Fiscal Year

- ❖ Application Deadline - 5:00 p.m. January 30, 2013
- ❖ Review and Recommendations - February 11-22, 2013
- ❖ City Council Decision - March 2013
- ❖ Notification by the City of Seabrook - March 2013
- ❖ Decision Appeals must be submitted in writing within sixty (60) days of Notification
- ❖ Disbursement of Funds - Begins after October 1, 2013. Prior to receiving the funds the city must receive an invoice from the approved organization.
- ❖ Post Event/Program Form and Report due sixty (60) days after event.

A group who wishes to seek funding for a FIRST TIME event after the deadline must do so 90 days prior to said event or program. This only applies to first time events or programs. All others must meet deadline requirements for the 2013-2014 Fiscal Year.

If you have any questions about the application process, please contact the city's Marketing Manager, LeaAnn Dearman, at (281) 291.5777 or by email at ldearman@ci.seabrook.tx.us.

**Thank you for taking an interest in the
City of Seabrook tourism and promotion of our great city!**

Application for City of Seabrook HOT Funds

Instructions: Type or print clearly. If not enough space is provided please attach additional pages.

Organization/Group Information

Organization/Group Name: Bay Access LYC Race Series

Address: P.O.Box 221

City: Seabrook State: TX Zip: 77586

Contact Name: Andrea Todaro Contact Phone: 281-658-3610

Contact Email: atodaro@sbcglobal.net

Website Address for Event or Organization: HarvestMoonRegatta.com; LakewoodYachtClub.com;
bay-access.org

Non-Profit or For-Profit Status Non Profit charity FEIN#: 76-0637345

Organization's Incorporation/Creation Date: 12/29/1999

Purpose or Mission of Organization

Bay Access is an educational charity promoting youth and amateur sailing in the Clear Lake and Galveston Bay area. Our charter allows, and the volunteers desire to further develop, involvement with preservation of the water environs we sail in. To that end, some of our regattas will be seeking certification as a "clean regatta" under the Sailors for the Sea program.

General Event/Program Information

Name of event/program to be funded: Bay Access LYC Race series, excluding I/Fest Southwest

Primary location of event/program: Lakewood Yacht Club, Seabrook, TX

Date of event/program: October 2013 - Sept 2014 Expected total attendance: 2699

How many times have you held this event/program? The program consists of 13 events: Harvest Moon Regatta®: 27 times; HMR Safety Round Table: 10+; Shoe and Heald Bank Races: 20+ each; Bay Cup I and II: 8 each; Easterly Offshore Race and Round Table: 1 each (previously was VeraCruz race); I/105 Mid-winters: 2; TYRW 10+. The following are new for 2014: Catalina 22 North Americans; Baker Trophy (ISSA High School Team Racing Championships); USODA Team Racing Championships.

For each of the last three (3) times the event/program has been held, list the year held, the number of attendees, and the method of determining the attendance (crowd estimates, ticket sales, sign-in sheet, etc).

Year Held	Number of Attendees	Methodology
2012	2325	Crew and boat registrations for races; Safety Round Table attendance based on lunches served; TYRWeek based on 2012 Results Archive. Numbers do not include two new youth team racing championships or the Catalina 22 North Americans; those events are expected to bring in an additional 399 out-of-towners for 2 nights each. <i>See attached Three Year History for detail.</i>
2011	2274	
2010	2327	

Identify the HOT category for which the event/program will benefit (refer to pg 1): Primary: 3 but also 4 and 5 to a lesser extent

What is the primary purpose of the event/program for which this application applies?

To provide an exceptional venue for amateur sailboat racing in order to encourage continuing growth in the area's reputation for hosting first class US Sailing national level events; funds will be used to create a superior racing atmosphere and to educate participants that the Seabrook area offers not only great racing but an opportunity to combine racing with a family getaway. A photo contest to develop professional grade sailing and a green-related photo gallery is also contemplated.

Funding Request

Total Event/Program Budget: \$ 137,850 (expenses based on the actual costs for 2012 for 10 events; we have 13 events schedules so far for the upcoming year so our actual budget will probably be closer to \$180,000 or a thirty percent increase to accommodate the additional events)

Total Amount Requested: \$ 25,000 or any part thereof that you can provide [Note: A \$25,000 total donation would qualify the City as a top level "Platinum" sponsor for all racing under our current program, see attached Sponsor Level for 2013]

18% of \$137,850 (13% of actual expected budget needs of \$180,000) Percentage of total event or program cost to be covered by the requested HOT funds. How will the funds be used?

Advertising to promote event and venue, including

new marks with advertising pockets where sponsor logos can be featured \$5764

Race Committee support Including new auto timer and judge travel for nat'l events \$2944

Equipment rental to accommodate larger national level events \$2100

Party expenses Entertainment, and giveaways make better experience for visitors \$4830

Nat'l event add'l expenses RC support including fuel, registration subsidy, entertainment \$9362

Advertising and Promotional Activities

Please check all the promotional efforts your organization is coordinating:

☒ Newspaper ☐ Radio ☒ TV
☒ Internet ☒ Social Media ☒ Email
☒ Other direct mail

Will you submit press releases about the event/program? ☒ Yes ☐ No

If so, list the number of releases plus targeted media outlets?

See attached Marketing Plan

See graphic including photo of race marks with advertising pockets

What geographic area does your advertising and promotion reach?

Texas wide for all events; national for youth events and one design events; international for Harvest Moon Regatta®

NOTE: All promotional materials (including event sponsor signage) using HOT funds are required to include the approved City of Seabrook logo. Please contact the City of Seabrook Marketing Office for the correct logo at (281) 291.5777.

Projected Promotions and Tourism Benefits

Over the last three (3) times your event/program was held, how much HOT funds assistance did your organization receive and how many hotel rooms were occupied as a result?

Month/Year	Assistance Amount	Number of Occupied Rooms
<u> </u>	<u> 0 </u>	<u> </u>
<u> </u>	<u> 0 </u>	<u> </u>
<u> </u>	<u> 0 </u>	<u> </u>

How many people attending this event/program are expected to stay in Seabrook hotels? 527
399 for one- time team racing championships (2 nights); we estimate a conservative 5% of our annual
adult race event participants (2272) will spend at least one night a year during a weekend of racing or
safety events for an additional 114 (1 night); a minimum of 14 out of town families will stay for Texas
Youth Race Week (5 nights)[assumes one room per participant but many will bring entire family for
the week-long event; assumes this is not a national qualifier event which could bring out of town
participants to 53] 399+114+14=527

How many nights will they stay? average 1.86 nights

Will you reserve a room block for this event/program at Seabrook hotels and if so, for how many rooms and at which hotels?

We will block rooms if available for the January team racing championship (90) and the Memorial
Day weekend team racing event (72); may block rooms for Catalina 22 North Americans and I/105
Mid-winters and Texas Youth Race Week (14 minimum but up to 53)

How will you measure the impact of your event on Seabrook hotel activity (i.e. room block usage information, survey of hoteliers, etc).

Room blockage usage if hotels are responsive. Regatta registrations, crew registrations, and surveys
if we are unable to get records from the hotels and for those races where we are unable to block
rooms.

Please list other organizations, government entities and grants that have offered financial support to your event/program.

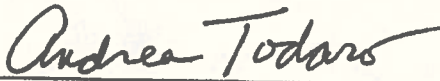
In 2013 we received \$2000 from the city of Nassau Bay. Unfortunately, we were not aware that we
would be hosting additional national events in the next fiscal year, so no request for HOT funds was
made of Nassau Bay for the coming fiscal year. We also receive financial support from a number of
related boating businesses including West Marine, Nautic Boat group, SeaLake Yachts, Hayes
Rigging, Hayes Insurance, Little Yacht Sales, Mantus Anchor, Banks Sails, and SailingWithScott.com.
Cash contributions have ranged from \$400 to \$3000 and covered 12.41% of our costs over the past
year. Other businesses provide non cash benefits.

Supplemental Information and Documentation

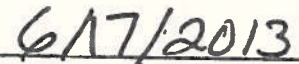
Please attach the following to the application prior to submission:

- ❖ Proposed marketing plan for the event/program for which funds are being requested.
- ❖ Schedule of activities relating to the event/program.
- ❖ Current budget for the event/program identifying all items funded with HOT revenues.
- ❖ Documentation demonstrating the potential to generate overnight guests such as hotel room blocks, historic information, or surveys on the number of hotel rooms resulted from previous years of the same event/program.

Please sign below acknowledging that the information provided in this application is true and correct.



Authorized Signature



Date

Andrea Todaro

Print Name

Co-Chair, LYC Bay Access Race Sponsorship Committee

Title and Organization

Application Deadline for 2013-2014 Fiscal Year is 5:00 p.m. on January 30, 2013

City of Seabrook
Attn: LeaAnn Dearman
1700 First Street
Seabrook, TX 77586

Email: ldearman@ci.seabrook.tx.us

Submit by mail, in person or via email.

This application is not a Special Event Permit Application. You must contact the City Secretary's Office and complete a Special Event Permit Application at least 45 days prior to your event. You may call (281) 291.5663 for more details.

**MARKETING PLAN FOR
Oct. 2013-Sept. 2014 LYC Bay Access Race Series**
Primary Contact for Marketing: Marcy Fryday
Lakewood Yacht Club Marketing Director

Print Media Advertising and/or Coverage:

Telltales Magazine
The Citizen (Houston Community Newspapers)
Galveston Daily News
Houston Chronicle (coordinate with member/publisher)
USA Today (Elissa coverage)

Press Releases:

Marcy Fryday will submit Press Releases for each of the 13 events. She will send it to her sources around the state of Texas and the local media. She will also send a "save the date" message to yacht clubs around the Gulf Coast.

Press Release Schedule:

Target audience for all: racers, potential visitors to Bay Area/Houston to watch the race, residents of the Bay Area/Houston, yacht clubs throughout the Gulf Coast.

June

- press release announcement for Harvest Moon Regatta (HMR) and Sail-a-thon for Ovarian Cancer Awareness forthcoming opening of registration on Aug. 1 and of Clean Regatta participation; Bay Cup II registration reminder and Nassau Bay over night stay promotion
 - July publication date

July

- announcement of HMR Safety Round Table agenda and speakers, intro of any new major regatta sponsor(s), and Bacardi Party
 - August publication

August

- announcement of Skippers' meeting and agenda of activities, deadline reminder, Bay Access charitable raffle teaser and sponsor recognition
- Wrap up of 2013 Bay Cup Series with on the water photos and trophy presentations photos of Bay Cup II race
 - Sept. publication date

September

- **Reminder of HMR entry deadline, update on celebrity participants, sponsors and activities**
 - **Oct. publication date**

October

- **Race results and noteworthy race events including Sail-a-thon winner and Sail with Scott Cruise winner**
 - **November publication date**

November

- **Recognition of outgoing and incoming race committee positions for the coming calendar year and the new fleet captain**
- **Announcement of January USODA Team Racing Championship, registration deadline, best viewing opportunities, sponsors**
 - **December publication**

December

- **Save the dates announcement for 2014 Calendar year race related events**
 - **January publication**

January

- **Bay Cup I announcement and sponsor intro, and USODA Team Racing Championship wrap up**
 - **February publication**

February

- **Heald Bank Regatta announcement including TORC championship guidelines and sponsor recognition; J/105 Midwinter announcement of sponsors and opening of registration and identification of any hotel with blocked rooms**
 - **March publication**

March

- **Heald Bank Regatta and J/105 wrap up with on the water photos (including photos with any new race marks with major sponsor logos... will contact Hallie Irvine to get professional on the water shots highlighting the new race marks)**
- **Shoe Regatta announcement and identification of Mount Gay Rum as red hat sponsor, if confirmed. Identification of any other major sponsors and of spectator boats available for visiting family and friends**
 - **April publication**

April

- Announcement of Baker Trophy National Team Racing championship Memorial Day weekend on Clear Lake. Identification of official regatta hotel headquarters if any
- Announcement of Catalina 22 North Americans in late June Identification of official regatta hotel, if any.
 - May Publication

May

- Announcement of winner of Shoe overall winner with on the water photos including spectator boat shots with sponsor banners.
 - June publication

June

- Baker Trophy and Catalina 22 North American wrap up including on the water pictures of youth team racing in Clear Lake and adult one design racing in the bay
 - July publication

Use of Spectator and Press Boats

Assign this to a volunteer: Races – Shoe Regatta, Baker Trophy, and USODA team racing championships

Poster and Flyers

Assign this to a volunteer or volunteers for schedule and location for putting up, taking down, and for storing.

Direct Mail

Harvest Moon artwork on glossy postcard with schedule and sponsors

Tracking Website banner ad

Work with Race Sponsorship Committee (Andrea) and Spot Committee (Frank Clements) to determine which sponsors will receive the three alternating advertisements (about 40,000 international hits over 3 days, then much fewer through the year as racers review their tracks). Andrea will coordinate with individual sponsors regarding proper art and links.

Television

Coordinate with John Broderick regarding Good Day Houston promo for HMR with Elissa at the start.

Websites and Social Media

- Coordinate with Sandy, Andrea and Brandy on HMR website
- Coordinate with Andrea and Marek on Bay Access website, Seahorse website and Bay Access Facebook page and related events pages
- Coordinate with Andrea, Brandy, and each race chair regarding monthly e-blasts to the full race list for open entry adult races
- Coordinate with the individual race chair regarding e-blasts for One design races and championships and for GBCA discussion posts
- Andrea will coordinate with individual sponsors regarding proper art and links for websites.

Schedule of Activities

October 2013

Harvest Moon Regatta

Skippers Meeting	10/11	Lakewood
Race	10/17-20	Galveston to Port A

January 2014

USODA Team Racing

Registration	Lakewood
Race: Day 1	Lakewood
Race: Day 2	Lakewood
Awards Party	Lakewood

March 2014

Bay Cup I

Skippers' Meeting	Lakewood
Race	Galveston Bay
After Race and Awards Party	Lakewood

April 2014

Heald Bank Regatta

Skippers Meeting	Lakewood
Race	Galveston offshore
Steaks and Stories Party	Lakewood
Galveston to Pensacola (new offshore event)	
Kickoff Party	Lakewood
Safety Roundtable	Lakewood

May 2014

Shoe Regatta

Skippers Meeting	Lakewood
Race: Day 1	Galveston Bay
After Race Party	Lakewood
Race: Day 2	Galveston Bay
Awards Party	Lakewood

Memorial Day Weekend

Galveston to Pensacola

Skippers' Meeting	Lakewood
Start 1	Galveston
Start 2	Galveston
After Race Awards Party	Pensacola

ISSA High School Team Racing Championship

Registration 5/23

Lakewood

Race: Day 1 5/24

Clear Lake

Race: Day 2 5/25

Clear Lake

July 2014

Texas Youth Race Week

TCYC 2days

TCYC

LYC 2days

LYC

HYC 2days

HYC

Catalina 22 North Americans

Registration

Lakewood

Race: Day 1

Galveston Bay

After Race Party

TBD

Race: Day 2

Galveston Bay

Awards Party

Lakewood

August 2014

Bay Cup II

Skippers Meeting

Lakewood

Race

Galveston Bay

After Race Party and Awards

Lakewood

September 2014

Harvest Moon Safety Day

Lakewood

Bacardi Party

Lakewood

Three Year History

Adult racers will not all come to the Round Table. Most racers will bring a spouse to attend the evening of the race party or awards
*Five day youth event requires at least one parent but most families treat it as a family vacation so four people for four nights is typical

event	date	skippers	crew	lunches	out of area	chaperones	
TSA end of year youth race 2010	1-Sep-10						
Bay Cup II 2010	1-Aug-10	52	205		14	14	See Sheet 2 for detail
HMR Round Table 2010	1-Sep-10			90			Att. A
HMR skippers Meeting 2010	1-Oct-10	226	1144				
Bay Cup I 2011	1-Mar-11	44	179				
Heald Bank Regatta 2011	1-Apr-11	14	71				
Shoe 2011	1-May-11	46	231				
		382	1830	90	14	14	2330

Att. B

Texas Youth Race Week 2011*							
(Olympic qualifier)							
Bay Cup II 2011	1-Jul-11				53	53	See Sheet 2 for detail
HMR RoundTable 2011	1-Aug-11	33	179				
HMR 2011	1-Sep-11			75			
J/105 Mid Winters	1-Oct-11	186	937				
Bay Cup I 2012	1-Mar-12	13	70				
Heald Bank Regatta 2012	1-Mar-12	42	191				
G2G Round Table 2012	1-Apr-12	15	70				
Shoe 2012	1-May-12			50			
G2G 2012	1-May-12	57	233				
	1-Jun-12	11	67				
		357	1747	125	53	53	2335

Att. C.

Texas Youth Race Week 2012*							
Bay Cup II 2012	1-Jul-12						
HMR Round Table 2012	1-Aug-12	33	156		18	18	See Sheet 2 for detail
HMR 2012	1-Oct-12			100			
Bay Cup I 2013	1-Oct-12	210	1009				
J/105 Mid Winters	1-Mar-13	47	223				
Heald Bank Regatta 2013	1-Mar-13	14	67				
Shoe 2013	1-Apr-13	23	109				
	1-May-13	56	233				
		383	1797	100	18	18	2316

National events with best potential for out of town attendees

		out of town teams	youth	adults	total teams	total Participants
2013 USODA Team Racing championships	1-Jan-13	22 teams	5	5	10	180
		4 local teams				
2013 Baker Trophy Team Racing Catalina 22 North American championships	23-May-13	12 teams	10	2	12	144
		No local teams				
No History found		30-46 boats	25+	3		75
						399

SEE SHEET TWO FOR OVERNIGHT/OUT OF TOWN POTENTIAL ON YOUTH EVENTS

Attachment 11-1/1

2010 TSA End of Year Regatta. 15.5 % of youth racing participants were from out of the area

Morran, Meredith	Austin (AYC)	out of area
Ditmer, Drake	Dallas (DCYC)	out of area
Ruzevic, Lucija	Dallas (DCYC)	out of area
Schwinn, Alex / Cassara, Will	Fort Worth (FWBC)	out of area
Chaumont, Christophe	Fort Worth (FWBC)	out of area
Scheibler, Elena	Grapevine Sailing Club (GSC)	out of area
Scheibler, Adrian	Grapevine (GSC)	out of area
Scheibler, Samuel	Grapevine (GSC)	out of area
Harris-Ryden, Wim	Other	out of area
Murone, Joe	Other	out of area
Ryden, Zamira Harris	Other	out of area
Progelhof, Hanna	Rush Creek (RCYC)	out of area
Progelhof, Sydney	Rush Creek (RCYC)	out of area
Hannan, Katy	Rush Creek (RCYC)	out of area
Comen, Aaron	Corinthian Sailing Club (CSC)	
Bottom, Brendon	Corpus Christi (CCYC)	
McInnis, Emma	Corpus Christi (CCYC)	
Soto, Kenneth Estevan	Corpus Christi (CCYC)	
Foster, Sullivan	Corpus Christi (CCYC)	
Jarvis, Joshua	Corpus Christi (CCYC)	
Soto, Andrea F.	Corpus Christi (CCYC)	
Tinnell, Zane	Corpus Christi (CCYC)	
Vaseliades, Peter	Corpus Christi (CCYC)	
Beck, Ian / Killion, Tyler	Houston (HYC)	
Short, Forrest / Kerr, Sophie	Houston (HYC)	
Romeo, William	Houston (HYC)	
Bulgerin, Gracie	Houston (HYC)	
Franco, John	Houston (HYC)	
Walston, Phillip "Shiloh"	Houston (HYC)	
Beck, Abigail	Houston (HYC)	
Felipe	Houston (HYC)	
Nicol, Finn	Houston (HYC)	
Nicol, Luke	Houston (HYC)	
O'Reardon, Kiera	Houston (HYC)	
Rose, Charlotte	Houston (HYC)	
Sheaffer, Julia	Houston (HYC)	
Vittimberga, Ryan	Houston (HYC)	
Zapater, Camila	Houston (HYC)	
Lugtmeijer, Celeste	Houston (HYC)	
Houston, Paul	Houston (HYC)	
Vittimberga, Maxwell	Houston (HYC)	
Wise, Alex	Houston (HYC)	
Yoshiyasu, Yumi	Houston (HYC)	
Adams, Philip / Adams, James	Lakewood (LYC)	

7/1/2017 11:00 AM

2/2

Goethe, Hannah	Lakewood (LYC)
Johnson, Clayton	Lakewood (LYC)
Lindsay, Jackson	Lakewood (LYC)
Scoville, Collin	Lakewood (LYC)
Dorflinger, Greg	Lakewood (LYC)
Hughes, Howdy	Lakewood (LYC)
Ascencios, Morgan	Lakewood (LYC)
Lindsay, Claudette	Lakewood (LYC)
Morrell, Cade	Lakewood (LYC)
Runciman, Noah	Lakewood (LYC)
Thomas, Ashley / 3118 (not register)	Lakewood (LYC)
Thomas, Haley	Lakewood (LYC)
Abate, Alex	Lakewood (LYC)
Byerly, Douglas	Lakewood (LYC)
Carly Broussard	Lakewood (LYC)
Cummings, Gabe	Lakewood (LYC)
Hankins, Alexander	Lakewood (LYC)
Mares, Alexandra	Lakewood (LYC)
Nicholls, Robbie	Lakewood (LYC)
Phillips, Jack	Lakewood (LYC)
Shields, Carson	Lakewood (LYC)
Abate, Marcus	Lakewood (LYC)
Byerly, Dane	Lakewood (LYC)
Fuqua, Mason	Lakewood (LYC)
Livingstone, David C.	Lakewood (LYC)
Willits, Anna	Lakewood (LYC)
Ascencios, Dylan	Lakewood (LYC)
Blanchard, Taylor "Reed"	Lakewood (LYC)
Byerly, Dutch	Lakewood (LYC)
Covington, Lance	Lakewood (LYC)
Morrell, Matthew	Lakewood (LYC)
Zittler, Nathan	Lakewood (LYC)
McCann, Ford	Texas Corinthian (TCYC)
McCann, Macey	Texas Corinthian (TCYC)
Butcher, Thomson Keen	Texas Corinthian (TCYC)
Hughes, Haddon	Texas Corinthian (TCYC)
McCann, Marshall	Texas Corinthian (TCYC)
Ellis, Megan	Texas Corinthian (TCYC)
Lord, Abbie-Louise	Texas Corinthian (TCYC)
Sole, Camille	Texas Corinthian (TCYC)
Sole, Charlie	Texas Corinthian (TCYC)
Masterson, George	Texas Corinthian (TCYC)
Butcher, Madeleine Majors	Texas Corinthian (TCYC)
Hutcheson, Eleanor	Texas Corinthian (TCYC)
Scully, Kara	Texas Corinthian (TCYC)
Sole, AnaClare	Texas Corinthian (TCYC)

90 competitors

14 out of area

2011 Texas youth race Week (Olympic Qualifier)(39% out of area)

177033	Laser 4.7	Austin Yacht Club	out of area
170806	Laser Radial	Austin Yacht Club	out of area
14911	Opti-Blue	Austin Yacht Club	out of area
8277	Opti-Green	Austin Yacht Club	out of area
18739	Opti-Green	BHYC	out of area
18665	Opti-White	BHYC	out of area
523967	Laser Radial	CCYC	out of area
3089	Opti-Green	CCYc	out of area
2449	Club 420	Chandler's Landing	out of area
16465	Opti-Blue	Coral Reef YC	out of area
TBD	Club 420	Corinthian Sailing Club	out of area
154478	Laser	Corinthian Sailing Club	out of area
TBD	Opti-Green	Corinthian Sailing Club	out of area
TBD	Opti-Green	Corinthian Sailing Club	out of area
18947	Opti-Red	CPYC/LISOT	out of area
19032	Opti-Red	CYC-Seattle	out of area
15510	Opti-White	CYC-Seattle	out of area
17354	Opti-Blue	FWBC	out of area
16008	Opti-Red	Lake Norman Yacht	out of area
17641	Opti-Red	Larchmont YC	out of area
15112	Opti-White	Long Beach Yacht Club	out of area
18158	Opti-Blue	Noroton YC / Lisot	out of area
17418	Opti-Red	Nyack Boat Club	out of area
18510	Opti-Red	ocbc	out of area
14694	Opti-Blue	P1	out of area
14765	Opti-Green	P1	out of area
14006	Opti-Blue	PCYC	out of area
7785	Opti-Green	PCYC	out of area
7109	Opti-Blue	RCYC	out of area
18167	Opti-Blue	riverside	out of area
15953	Opti-Red	Riverside /LISOT	out of area
17412	Opti-Blue	Riverside YC /LISOT	out of area
6225	Club 420	Rush Creek Yacht Club	out of area
17854	Opti-Red	Sailing Anarchy	out of area
16780	Opti-Red	Saint Petersburg Yacht	out of area
unknown	Club 420	Shreveport yacht club	out of area
13568	Opti-Blue	Southern Yacht Club	out of area
13774	Opti-Blue	Southern Yacht Club	out of area
8433	Opti-Blue	Southern Yacht Club	out of area
13212	Opti-Green	Southern Yacht Club	out of area
13542	Opti-Green	Southern Yacht Club	out of area
12310	Opti-Green	Southern Yacht Club	out of area
17722	Opti-Red	Southern Yacht Club	out of area
16720	Opti-Red	Southern Yacht Club	out of area

15051	Opti-Red	Southern Yacht Club	out of area
12707	Opti-Red	Southern Yacht Club	out of area
10088	Opti-Green	Southern Yacht Club	out of area
8233	Opti-Green	Southern Yacht Club	out of area
17808	Opti-White	Southern Yacht Club	out of area
18664	Opti-Blue	Southport Yacht Club	out of area
18917	Opti-Red	ssyc/list	out of area
18956	Opti-Red	Stamford Yacht	out of area
18597	Opti-Blue	Stamford YC/LISOT	out of area
18963	Opti-Red	Gnarly / Chautauqua	
5454	Club 420	Houston Yacht Club	
6241	Club 420	Houston Yacht Club	
tba	Club 420	Houston Yacht Club	
will provide	Laser 4.7	Houston Yacht Club	
181864	Laser 4.7	Houston Yacht Club	
155317	Laser 4.7	Houston Yacht Club	
176238	Laser Radial	Houston Yacht Club	
18674	Opti-Blue	Houston Yacht Club	
18951	Opti-Blue	Houston Yacht Club	
17761	Opti-Green	Houston Yacht Club	
8653	Opti-Green	Houston Yacht Club	
3895	Opti-Green	Houston Yacht Club	
13575	Opti-Red	Houston Yacht Club	
15673	Opti-White	Houston Yacht Club	
18955	Opti-White	Houston Yacht Club	
16458	Opti-White	Houston Yacht Club	
195915	Laser Radial	Houston Yacht Club	
16438	Opti-Blue	Houston Yacht Club	
4311	Club 420	Houston Yacht Club	
198011	Laser 4.7	Houston Yacht Club	
14691	Opti-Blue	Houston Yacht Club	
16038	Opti-Blue	Houston Yacht Club	
19162	Opti-Blue	Houston Yacht Club	
16468	Opti-Blue	Houston Yacht Club	
18311	Opti-Blue	Houston Yacht Club	
19141	Opti-Blue	Houston Yacht Club	
16151	Opti-Green	Houston Yacht Club	
17237	Opti-Green	Houston Yacht Club	
15133	Opti-Green	Houston Yacht Club	
13138	Opti-Green	Houston Yacht Club	
3741	Opti-Green	Houston Yacht Club	
5556	Opti-Green	Houston Yacht Club	
16002	Opti-White	Houston Yacht Club	
13314	Opti-White	Houston Yacht Club	
11455	Opti-Blue	Lakewood Yacht Club	
9242	Opti-Green	Lakewood Yacht Club	
18156	Opti-Red	Lakewood Yacht Club	

17423	Opti-Red	Lakewood Yacht Club
1491	Opti-White	Lakewood Yacht Club
176237	Laser 4.7	Lakewood Yacht Club
158815	Laser 4.7	Lakewood Yacht Club
194056	Laser Radial	Lakewood Yacht Club
181147	Laser Radial	Lakewood Yacht Club
17327	Opti-Blue	Lakewood Yacht Club
8443	Opti-Blue	Lakewood Yacht Club
17154	Opti-Blue	Lakewood Yacht Club
1359	Opti-Blue	Lakewood Yacht Club
2206	Opti-Green	Lakewood Yacht Club
1901	Opti-Green	Lakewood Yacht Club
0	Opti-Green	Lakewood Yacht Club
14717	Opti-Green	Lakewood Yacht Club
11678	Opti-White	Lakewood Yacht Club
11885	Opti-White	Lakewood Yacht Club
16	Laser 4.7	Lakewood Yacht Club
9774	Opti-Blue	Lakewood Yacht Club
11270	Opti-Blue	Lakewood Yacht Club
7920	Opti-Green	Lakewood Yacht Club
14788	Opti-Green	Lakewood Yacht Club
3118	Opti-Green	Lakewood Yacht Club
10178	Opti-Green	Lakewood Yacht Club
1850	Opti-Green	Lakewood Yacht Club
0	Opti-Green	Lakewood Yacht Club
18957	Opti-White	Lakewood Yacht Club
17420	Opti-White	Lakewood Yacht Club
7766	Opti-White	Lakewood Yacht Club
9265	Opti-White	Lakewood Yacht Club
18162	Opti-Blue	Larchmont Yacht Club
190464	Laser Radial	LYC and GCYSA
1914	Opti-White	out of area
199144	Laser 4.7	Texas Corinthian Yacht
18960	Opti-Blue	Texas Corinthian Yacht
13055	Opti-Green	Texas Corinthian Yacht
18303	Opti-White	Texas Corinthian Yacht
TBD	Opti-White	Texas Corinthian Yacht
187697	Laser 4.7	Texas Corinthian Yacht
176238	Laser 4.7	Texas Corinthian Yacht
199204	Laser 4.7	Texas Corinthian Yacht
18101	Opti-Blue	Texas Corinthian Yacht
17075	Opti-Green	Texas Corinthian Yacht
12267	Opti-Green	Texas Corinthian Yacht
18169	Opti-White	Texas Corinthian Yacht
	136 participants	53 out of area

2012 TYRW (36% out of area)

5 / 6225	Meredith	Austin YC/ Austin	out of area
5 / 6225	Michael	Austin YC/ Austin	out of area
99 / 148980	Aaron	Dallas Corinthian	out of area
84 / 523967	Brendon	Corpus Christi	out of area
4 / 6198	Alex	FWBC/ Houston	out of area
4 / 6198	Mason	FWBC/ Houston	out of area
26 / 98	Sebastian	Independent	out of area
3 / 200123	Kelly Cole	ocbc	out of area
211949	Boyd	PCYC	out of area
3 / 5454	Ian Beck/	Rush Creek Yacht	out of area
3 / 5454	Tyler Killion	Rush Creek Yacht	out of area
2 / 5709	James	Rush Creek Yacht	out of area
2 / 5709	Natalie	Rush Creek Yacht	out of area
50 / 188852	Jonathan	Southern Yacht	out of area
7 / 4205	Josh	St Petersburg	out of area
7 / 4205	Richmond	St Petersburg	out of area
4 / 197626	Nic Baird	St Petersburg	out of area
2 / 192015	Ty Baird	St Petersburg	out of area
43 / 176238	William	Houston Yacht	
14 / 198011	Harlan	Houston Yacht	
45 / 181884	Daniel	Houston Yacht	
6 / 201310	Jillian	Houston Yacht	
60 / 181864	Christine	Houston Yacht	
82 / 175014	Dougie	Houston Yacht	
6 / 8	GRACE	Houston Yacht	
1 / 16241	Yuki	Houston Yacht	
1 / 16241	Alexander	Houston Yacht	
17 / 171062	Vanessa	Houston Yacht	
61 / 194056	Greg	Lakewood Yacht	
49 / 162029	Timothy	Lakewood Yacht	
21 / 181147	Olivia	Lakewood Yacht	
18 / 196184	Collin	Lakewood Yacht	
24 / 158824	Hannah	Lakewood Yacht	
79 / 140673	Sophie	Lakewood Yacht	
77 / 190464	Clay	Lakewood Yacht	
10 / 200396	Robbie	Lakewood Yacht	
16 / 197044	Carly	Lakewood Yacht	
5 / 166899	Valerie	Lakewood Yacht	
31 / 177328	Josh	St. Petersburg	
12 / 199339	Ford	Texas Corinthian	
11 / 199338	Marshall	Texas Corinthian	
87 / 200615	Max	Texas Corinthian	
96 / 199144	Haddon	Texas Corinthian	
22 / 165422	Sophia Sole	Texas Corinthian	

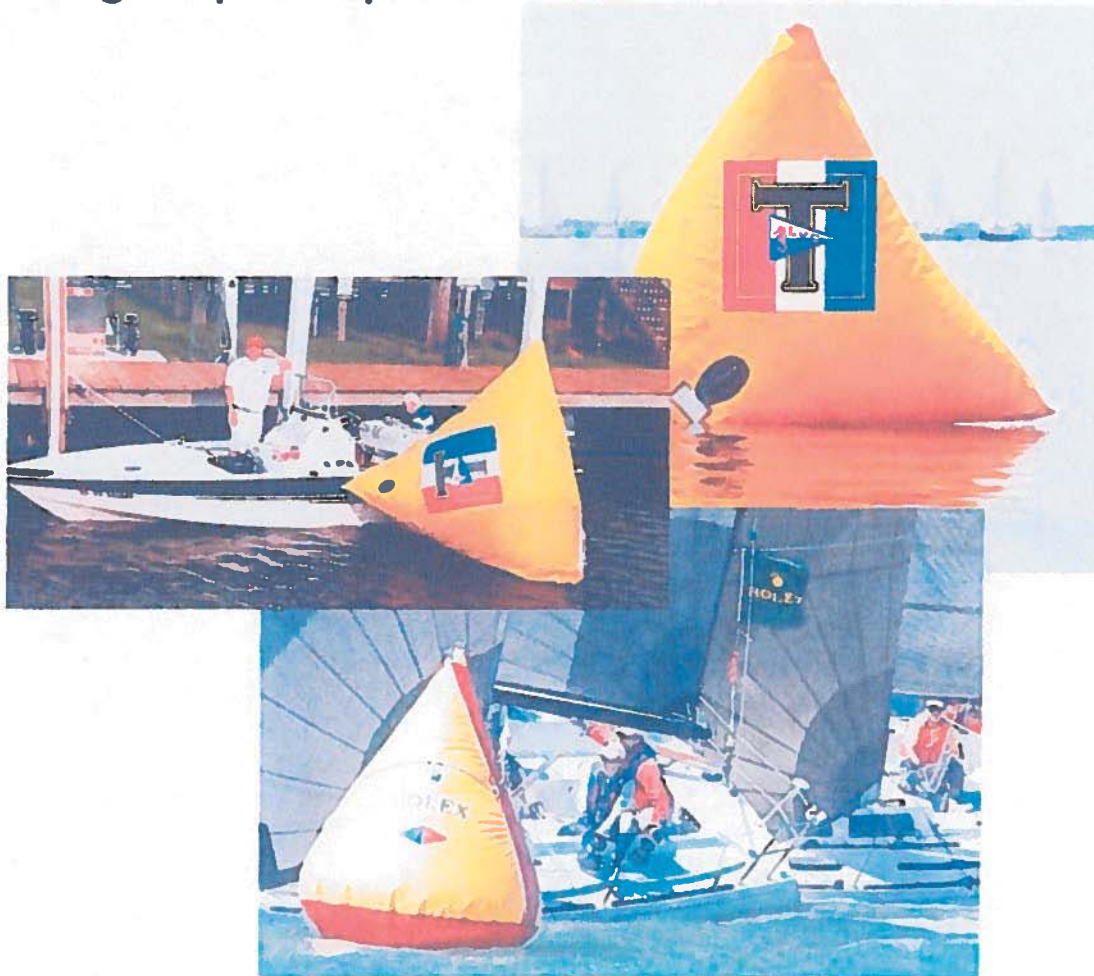
7 / 199203	Reese	Texas Corinthian
15 / 175017	Macey	Texas Corinthian
13 / 173662	Thad	Texas Corinthian
1 / 175016	Thomson	Texas Corinthian
8 / 187697	Lenox	Texas Corinthian
9 / 18769	Madeleine	Texas Corinthian
	50	

18 out of area

36% out of area

Promote our community while preventing volunteer burn

Clear pockets added to new and existing race marks provide an opportunity to display sponsor logos on the water, and create great photo ops.



Specialty equipment makes it easy to train Race Committee volunteers

A Tale of Two Little Cities

Once upon a time there was a little city on the gulf called Port Aransas. The people of the little city on the gulf loved their little seaside city, but once in a while, they needed to go to the big city. At the same time, there was a little city by the bay, just outside of the big city. The people of the little city by the bay outside the big city loved their little seaside city, but sometimes they liked to get farther away from their neighbor, the big city. So every now and then, when there was a full moon in October, the people of the two little cities got in their boats and they had a sailboat race and they visited each other and they decided they liked each other and their little cities. Now, when the folks from the little city on the gulf need to go to the big city, they visit Seabrook, the little city that is the heart of the Houston Bay Area, and when the folks from the little city by the bay want to get away from the big city, they visit Port Aransas. And they all live happily forever after.



		LYC bay access race series excluding Jfest 2012	percent of total costs
category	revenue		
Raffle	charity raffle	2510.00	
Entry fees	entryfees	50232.75	36.44%
Bus rides	expense reimbursement	2240.00	
Postage	expense reimbursement	180.00	
Tracker rental (Kattack or Spot)	expense reimbursement	5050.00	
FJ Rental (from Regatta Tech)	expense reimbursement		
Extra food sold	food & beverage income	435.00	
Lunches	food & beverage income	751.00	
Wristbands	food & beverage income	29302.75	
Cooler bags sold	merchandise sold	250.00	
Extra shirts sold	merchandise sold	2150.11	
Retail Sales	merchandise sold	45547.17	
American Sails (Bank Sails)	sponsorship	500.00	
Gulf Coast Island Packet Assoc-	sponsorship	500.00	
Hayes Rigging	sponsorship		
Hays Companies	sponsorship	2000.00	
Higgins,Smythe & Hood-	sponsorship	0.00	
Keith Spalding Sponsorship	sponsorship	1000.00	
KO Sailing	sponsorship	0.00	
Little Yacht Sales	sponsorship		
Mantus Anchors-Greg Kutsen	sponsorship	1270.00	
OJ's Marine	sponsorship	2000.00	
Sea Lake Yacht Sales-	sponsorship	0.00	
Sponsorship - Baker & Hostetler	sponsorship	500.00	
Sponsorship - HSH Yacht Sales	sponsorship	1100.00	
Sponsorship - Jim Winton	sponsorship	500.00	
Sponsorship funds	sponsorship	90.00	
Steve Rhyne Sponsorship	sponsorship	1000.00	
Sysco- for Coca Cola	sponsorship	900.00	
Tony Wessendorff Sponsorship	sponsorship	1000.00	
Trophy funds	sponsorship	2750.00	
I x Manners Cruising Assoc-	sponsorship	0.00	
West Marine	sponsorship	2000.00	
Revenue		155758.78	
			sponsor covered cost percentage 12.41%
			total 17110.00

2012 REVENUES

Revenues

category	Bay Cup I 3/3/12	J-105 3/9/12	Heald Bank 4/21/12	San Jacinto 4/21/12	Shoe Regatta 5/19/12	Gulfport Race and Safety Day 5/25/12	Bay Cup II 8/11/12	Harvest Moon Race and Safety Day 10/25/12	LYC Bay Access race series excluding Jfest 2012	% of total costs
Charity raffia	2,835.00	3,600.00	1,000.00	4,100.00	4,280.00	2,850.00	2,235.00	2510.00	2510.00	
entry fees								28332.75	50232.75	36.44%
expense reimbursement										
expense reimbursement								2240.00	2240.00	
expense reimbursement		45.00				150.00		180.00	180.00	
expense reimbursement								4855.00	5050.00	
food & beverage income				185.00				250.00	435.00	
food & beverage income		465.75		211.00			74.25	751.00	751.00	
food & beverage income	1,080.00	100.00		1,191.00		720.00	1,110.00	28302.75	28302.75	
merchandise sold								250.00	250.00	
merchandise sold								2150.11	2150.11	
merchandise sold						1,294.52	-	44252.65	45547.17	
(Bank Sales)								500.00	500.00	
id Packet Assoc-								500.00	500.00	
sponsorship								2000.00	2000.00	
sponsorship								0.00	0.00	
sponsorship								1000.00	1000.00	
sponsorship								0.00	0.00	
sponsorship								1270.00	1270.00	
sponsorship								2000.00	2000.00	
sponsorship								0.00	0.00	
sponsorship						500.00		500.00	500.00	
sponsorship						1,100.00		1100.00	1100.00	
sponsorship						500.00		500.00	500.00	
sponsorship								90.00	90.00	
sponsorship					1,000.00			1000.00	1000.00	
sponsorship								900.00	900.00	
sponsorship					1,000.00			1000.00	1000.00	
sponsorship								2750.00	2750.00	
sponsorship								0.00	0.00	
sponsorship								2000.00	2000.00	
sponsorship	3,915.00	4,210.75	1,000.00	4,285.00	8,682.00	7,114.52	3,419.25	123132.26	155758.78	
sponsorship								17110.00	17110.00	12.41%
sponsorship								2000.00	2000.00	
sponsorship								155758.78	155758.78	

sponsor
covered
cost

total
17110.00

12.41%

Experience

Attachment 8, Item # 3.2
Page 48 of 59

Attachment 8, Item # 3.2
Page 49 of 59

▪ **HMR sponsors must sponsor an additional race or donate double the amount shown**



Attn: LeaAnn Dearman
City of Seabrook
1700 First Street
Seabrook
TX 77586

June 26th, 2013

Dear Ms. Dearman

As discussed, please find enclosed an application for Hotel Occupancy Tax Funding for our new event "Boatoberfest on Clear Lake" taking place October 24th-27th, 2013, at the Endeavour Marina on NASA Rd 1, with in-water exhibits utilizing the slips at the nearby Marine Max facility. The event will not only showcase the facilities themselves, but will in turn highlight the City location.

We will actively promote the event outside of the area, and along with extensively promoting Endeavour Marina, the City of Seabrook and Bay Area Houston as recreational boating destinations, we will be working to attract the largest number of out of area/state exhibitors and attendees who will not just occupy hotel rooms in Seabrook, and utilize facilities at local hotels and businesses, but will continue to visit the area for the numerous boating and recreational facilities that are offered.

We are working closely with the Bay Area Houston CVB who have kindly sent out a lead to Seabrook Hotels and B&B's to exclusively participate in offering a room rate for the event. They are not offering this opportunity to hotels outside of Seabrook at this time. We will then follow up with the CVB to obtain numbers for each of the participating Seabrook Hotels for our Post Event Report.

To this end, I would like to submit the attached Hotel Occupancy Tax Funding Request and would be happy to respond to any questions you may have at this time.

I look forward to hearing from you in due course.

Yours sincerely


Marion Daly

618 US Highway 1, Suite 400, North Palm Beach, Florida 33408
Tel 561.842.8808 Fax 561.840.1323

Application for City of Seabrook HOT Funds

Instructions: Type or print clearly. If not enough space is provided please attach additional pages.

Organization/Group Information

Organization/Group Name: TEXAS COAST BOAT & OUTDOOR SHOW, INC.

Address: 618 US HIGHWAY 1 #400

City: NORTH PALM BEACH State: FL Zip: 33408

Contact Name: MARION DALY Contact Phone: 561 842 8808

Contact Email: mdaly@texascoastboatshow.com

Website Address for Event or Organization: www.texasboatoberfest.com

Non-Profit or For-Profit Status: FOR PROFIT FEIN#: 45-5434865

Organization's Incorporation/Creation Date: MAY 31ST, 2012

Purpose or Mission of Organization

To create community related events

General Event/Program Information

Name of event/program to be funded: Boatoberfest on Clear Lake

Primary location of event/program: Endeavour Marina / Marine Max NASARd1

Date of event/program: OCTOBER 24-27, 2013 Expected total attendance: Approx 7,000

How many times have you held this event/program? THIS IS THE FIRST YEAR

For each of the last three (3) times the event/program has been held, list the year held, the number of attendees, and the method of determining the attendance (crowd estimates, ticket sales, sign-in sheet, etc).

Year Held	Number of Attendees	Methodology
_____	_____	_____
_____	_____	_____
_____	_____	_____

Identify the HOT category for which the event/program will benefit (refer to pg 1): #3

What is the primary purpose of the event/program for which this application applies?

To establish an event where families from both the community and other areas can participate and enjoy the attractions on offer, along with taking the opportunity to utilize the amenities of Seabrook.

Funding Request

Total Event/Program Budget: \$ 122,560.54

Total Amount Requested: \$ 10,000

8 % Percentage of total event or program cost to be covered by the requested HOT funds.

How will the funds be used?

Advertising for the event

Advertising and Promotional Activities

Please check all the promotional efforts your organization is coordinating:

☐ Newspaper
 ☐ Radio
 ☐ TV
☒ Internet
 ☒ Social Media
 ☒ Email
☒ Other Billboards, Magazines, Flyers, Posters

Will you submit press releases about the event/program? ☒ Yes ☐ No

If so, list the number of releases plus targeted media outlets?

Press Releases are constantly sent to media outlets primarily by: Show Organizers, GEICO Press Office, Sponsors

Press Releases are also sent in the months prior to the event to: Trade + Industry publications

What geographic area does your advertising and promotion reach?

Galveston - Conroe and Beaumont to Corpus Christi

Some Regional advertising in magazines and State wide promotion to exhibitors and sponsors

NOTE: All promotional materials (including event sponsor signage) using HOT funds are required to include the approved City of Seabrook logo. Please contact the City of Seabrook Marketing Office for the correct logo at (281) 291.5777.

Projected Promotions and Tourism Benefits

Over the last three (3) times your event/program was held, how much HOT funds assistance did your organization receive and how many hotel rooms were occupied as a result?

Month/Year	Assistance Amount	Number of Occupied Rooms
_____	_____	_____
_____	_____	_____
_____	_____	_____

How many people attending this event/program are expected to stay in Seabrook hotels? _____
Large number of exhibitors will have to stay 4-5 nights

How many nights will they stay? _____

Out of town visitors will stay at least one night over weekend

Will you reserve a room block for this event/program at Seabrook hotels and if so, for how many rooms and at which hotels?

All Seabrook Hotels that provide an "event rate" will be listed on our website exclusively with a link to their facility.

Only Seabrook Hotels and B&B's are currently being approached by the BAHCVB to work exclusively with this event.

How will you measure the impact of your event on Seabrook hotel activity (i.e. room block usage information, survey of hoteliers, etc).

The BAHCVB will track the response from participating Seabrook Hotels / B&B's.

Please list other organizations, government entities and grants that have offered financial support to your event/program.

GEICO

Supplemental Information and Documentation

Please attach the following to the application prior to submission:

- ❖ Proposed marketing plan for the event/program for which funds are being requested.
- ❖ Schedule of activities relating to the event/program.
- ❖ Current budget for the event/program identifying all items funded with HOT revenues.
- ❖ Documentation demonstrating the potential to generate overnight guests such as hotel room blocks, historic information, or surveys on the number of hotel rooms resulted from previous years of the same event/program.

Please sign below acknowledging that the information provided in this application is true and correct.

MDaly
Authorized Signature

6-26-13
Date

MARION DALY
Print Name

MARKETING DIRECTOR
Title and Organization

"BOATFEST ON CLEAR LAKE"
Texas Coast Boat & Outdoor Show

Application Deadline for 2013-2014 Fiscal Year is 5:00 p.m. on January 30, 2013

City of Seabrook
Attn: LeaAnn Dearman
1700 First Street
Seabrook, TX 77586

Email: ldearman@ci.seabrook.tx.us

Submit by mail, in person or via email.

This application is not a Special Event Permit Application. You must contact the City Secretary's Office and complete a Special Event Permit Application at least 45 days prior to your event. You may call (281) 291.5663 for more details.

BOATBERFEST ON CLEAR LAKE - OCTOBER 24-27, 2013 PROPOSED ADVERTISING/MARKETING PLAN

Billboards

(4-6 week schedules)
Clear Channel/JGI/CBS

DOT Road Traffic Signs

Houston through to Galveston

Magazine Advertising

Telltales Magazine
Cruising Outpost Magazine
Coastal Angler Magazine
Gulf Coast Mariner Magazine
Lake Conroe Splash
The Islander – Clear Lake Shores

Radio

CBS Radio Houston - The Outdoor Show

Online: Advertisement and Banner Placement

Soundings Trade Only
Houston Chronicle – Chron.com
Galveston Daily News
Bay Area Houston CVB
Clear Lake Today
365 Things To Do In Houston
2CoolFishing.com

Posters - 500

Boat Show Exhibitors for on site promotion at showrooms and dealerships as well as distribution to key customers.
Marina Association of Texas – Membership list made up of marina owners across Texas
Gulf Coast Yacht Broker's Association Membership list
Endeavour Marina clients
Boat Show Sponsors

Additional Posters printed and distributed by: Wismer Distributing/Budweiser to their retail outlets from Houston to Galveston

Email Blasts to:

Boat Show Exhibitors for mailing to their individual email database
Boat Show Sponsors for distribution to clients, customers etc.
NMMA Discover Boating prospects in Texas
Sail America - Discover Sailing prospects in Texas
American Sailing Association Schools across Texas
MarineMax prospect list across Texas
Endeavour Marina Tenants
Yacht Club membership lists, including Houston Yacht Club
Clear Lake/Seabrook Chamber members
League City Chamber members
Galveston Chamber members
South West International Boat Show online ticket purchase database

Online Ticket Promotion/Giveaways

Groupon offer
Facebook
Radio Stations through Budweiser radio campaign

Promotional Flyers

Distributed to:

Boat Show Exhibitors for on site promotion at showrooms, dealerships, stores, marinas and mailing to customers
Marina Association of Texas – Membership list made up of marina owners across Texas
Gulf Coast Yacht Brokers Association Membership list for promotion at showrooms and dealerships
Houston Yacht Club – Flyer placed inside Newsletter

\$2 Off Adult Admission Coupons, 10,000, distributed to members and customers by:

Endeavour Marina
Lakewood Yacht Club
Houston Yacht Club
Exhibitors
Local Business owners
Sponsors

VIP Ticket Mailing

10 free tickets supplied to all Exhibitors for distribution to VIP guests
VIP tickets supplied to Boatoberfest Sponsors for distribution to VIP guests

BOATOBBERFEST CLEAR LAKE
OCTOBER 2013

Cost To Produce Show

Advertising

BillBoards	25,000.00
Magazines	5,000.00
Newspapers	2,000.00
Posters	1,000.00
Flyers/Coupons	2,000.00
Online Advertising	3,000.00
TX Dot Signals	2,350.00

Sub-Contract Labor	3,400.00
Credit Card Transaction Expense	1,137.17
Electrician	1,500.00
Electrical Supplies	1,000.00
Event Staffing	9,500.00
Fencing	2,500.00
Fuel	1,500.00
Insurance- Liability/Weather	4,200.00
Job Materials	1,000.00
Licenses and Permits	500.00
Marina Fee	10,000.00
Medical Services/EMS	2,000.00
Music	3,550.00
Printing and Reproduction	3,000.00
Professional Fees	11,500.00
Radios/Communication Rental	571.56
Safe Rental	351.81
Sales Tax	4,100.00
Security	2,800.00
Shuttle Buses	2,500.00
Signs and Banners	1,000.00
Tent Rental	10,000.00
Toilets	3,500.00
Trash Collection	1,100.00

Total Cost to Produce Show

122,560.54

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

Revised 01/12

sibbianr@yahoo.com

Date of Application: 6/12/13 Name of Applicant: Sibbian Roe

Full Address of Applicant: 1605 2nd St Seabrook

Day Time Phone: Night time phone:

e-mail address:

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

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?

Requested Date(s) and Times of the Event: 8/17 8/18 12-10, 12-6

Location of the Event: Meander Park

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

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

Give a brief description of the event: Presents Seabrook Music Festival
20 Bands, 40 vendors; food, crafts, art ect
2 Stages

Estimated No. of Workers 30+ Estimated No. of Attendees 300

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

How many parking spaces are you providing for the event?

Will alcohol be served? yes 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? yes

Special Events Application
Revised 01/12
Page 2

Do you want to display temporary signs or banners to advertise this event? _____

Number of signs for this event _____ Complete the sign permit application attached to the packet. **Please note that signs may only be displayed on private property, with the property owners' permission and with a city permit. Signs are not permitted in any street rights-of-way.**

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

Proposed Route (Attach Map): _____

Estimated number and kind of animals to be used: _____

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

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

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

Print name
Police Department Representative

Date Appr

*This approval is
pending a meeting
w/ the applicant.*

Signature
Police Department Representative

Comments: _____

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

1. _____ completed applications form including approval by the Seabrook Police Department.
2. *t* If the event is to be held on city property, an additional application for the use of city facilities.
3. *b* 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.

Special Events Application
Revised 01/12
Page 3

4. _____ If event is a parade a deposit fee of _____ is included. Deposits are not waived.

5. 17 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. 17 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.

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

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

I understand that if I am applying to use a city park, community house or other city facility to hold this event, additional applications and fees will be required. I also understand that all required applications, accompanying documents and fees must be submitted to the City Secretary's Office at least 30 days prior to the date of the event, and that the event may not be held without approval of the Seabrook City Council. I have read and have agreed to the above conditions.

[Signature]
Signature of Applicant

Sibbiam Roe
Printed Name of Applicant

6/13/13
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: _____

ATTACHMENT 2

Applicant Name: Midnite Slice **ALCOHOL / SECURITY AGREEMENT**

Reservation Date: 8/17 / 8/18 Type Event: music festival

Actual Hours for Security 12 to: 10

1. I acknowledge that alcoholic beverages will be served during the time of this event. I further understand that it is a violation to serve alcohol to minors, and I agree to take the steps necessary to comply with this law.
2. I acknowledge that a licensed peace officer or officers will be assigned by the Seabrook Police Department to provide security for my scheduled event and must be present at all times alcohol is being served.
3. I acknowledge that the officer or officers assigned will be paid at a rate of \$ 30.00 per hour with a four (4) hour minimum. \$ 1440.00
4. I acknowledge that the security compensation for each peace officer required shall be paid by me prior to or at the conclusion of my scheduled event and that I have paid a deposit to the City to assure that security shall be present and paid. The deposit is paid to and held by the City pursuant to the terms in item 8 on Attachment 1 and the peace officer(s) may direct the City to pay those funds to the peace officer(s) or to refund them to me if I have paid the peace officers directly. If the City receives nothing in writing to the contrary by the close of business on Monday after the event, City is authorized to release my funds on deposit for security to the peace officer(s) who worked the party.
5. I acknowledge that the number of officer assigned to my event is based on the following number of attendees:

Number of Attendees		Officer(s) Required
1	to 100	1 Officer
101	to 200	2 Officers
201	to 300	3 Officers
301	to 400	4 Officers
401	to 500	5 Officers
501	and above	Determined by Chief of Police

[Signature]
APPLICANT SIGNATURE

6/12/13
DATE

CITY MANAGER SIGNATURE

DATE

ATTACHMENT 1

APPLICATION FOR:

1. Community House
 2. Meador Pavilion
 3. Other Pavilions/Gazebos (not Meador or Pool Pavilion)
 4. Pool Parties
-
- A. Pool Pavilion
 - B. Game Room
 5. Baseball Fields
 6. Pine Gully Park
 7. Other City Park

Fee Category: _____
Rental Fee: _____
Deposit: _____
Security Deposit: _____
Special Events Fee: _____

Total Amount Due: _____

I UNDERSTAND I MUST BE AT LEAST 21 YEARS OF AGE tb (initials)

GROUP OR COMPANY Midnite Slice

NAME: Sibbian Roc

ADDRESS: 1605 2nd St

CITY: Seabrook

ZIP CODE: 77586

HOME/MOBILE PHONE: _____

E-MAIL ADDRESS: _____

TYPE OF EVENT: music festival

DATE OF EVENT: 8/17-8/18 TIME FROM: 12 TO: 10

NUMBER OF PEOPLE ATTENDING 300

WILL ALCOHOL BE SERVED? yes

IS THIS A PRIVATE EVENT no OR CAN THE PUBLIC ATTEND yes

(If an outside event is open to the public, you must complete a special events permit application also.)

TERMS

Applicant represents and certifies that:

1. All information provided in this application is true and correct.
2. Applicant and user will bear all cost of clean-up and damage; and for this purpose the City may retain part or all of the deposit, and excess will be immediately paid to applicant and user, or either of them, upon request.
* Applicants are required to clean up the Community House the same day/evening of reservation Failure to clean the building will result in loss of deposit.
tb (initials)
3. Deposits will not be refunded until keys have been returned. tb (initial)
4. Misrepresentation or erroneous information in this application constitutes grounds for denial of future applications and use.
5. WAIVER OF LIABILITY:
a. I understand the City of Seabrook is not responsible for the loss or damage to any equipment or supplies of the renter. tb (initials)

Resolution No. 2011-05
Page 9

b. To the fullest extent permitted by law, RENTER, shall indemnify and hold harmless the City of Seabrook from and against claims, damages, losses, and expenses, including but not limited to, attorney's fees, which arise out of or in any way relate to any and all personal injury, death and/or property damage in connection with rental by the City to the rental of the Facility (as defined above), and arising out of any act and/or omission by the City and/or of any and all of the City's agents, representatives, servants, and employees, including, but not limited to, negligence, gross negligence, strict liability, breach of express or implied warranty, breach of fiduciary duty, breach of the duty of good faith and fair dealing, fraud, conspiracy, conspiracy to defraud, deceptive trade practice allegations, misrepresentations, or contribution, or any other claim, whether based on a tort, contract, or under any theory of recovery, under any state or federal law, or whether for compensatory or punitive damages (or any types of damages whatsoever). In no event will the City of Seabrook be liable for special indirect or consequential damages arising out of, or in connection with, the rental of the Facility rendered under this Agreement.

6. I have read the rules and regulations and understand the fee structure to which time I have chosen.

7. I understand I must be at least 21 years of age for this application to be considered.

8. I have received a copy of the resolution which applies. _____ (initials)

9. The City requires that the applicant provide adequate security protection at any function attended by varying numbers of persons and has guidelines for the number of peace officers needed per volume of attendants and the nature of the function (see attachment 2). In addition to other prepaid deposits required, the applicant shall prepay a deposit of 100% of the cost per officer per hour to be required for the event at the time of the application. **Those moneys shall be held by the City and deposited in a City holding account to assure that adequate security** is present for all events, but the contract for security services is between applicant and the individual peace officer(s), even when off duty Seabrook police officers are engaged. If a City peace officer is working a party on City premises, off duty under private party contract, he or she is not acting in his or her official capacity as a City employee and is an independent contractor in providing these services. **The holding of the deposit by the City is to assure that security shall be on hand to protect City property, but payment for said services shall be from applicant to the officer, even if the applicant releases the deposit to the peace officer instead of paying him or her direct.** Said fees are not salary. City shall not ever be anything more than the holder of the deposit and shall release same as directed by the parties since it shall never become City funds.

DATE(S) AND TIME(S): 8/17/ 8/18

CONDITIONS, IF ANY: _____

APPLICANT SIGNATURE

6/12/13
DATE

CITY MANAGER SIGNATURE

DATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/13/2013

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 Jack Ross II Farmers Insurance 1509 2nd St Seabrook TX 77586	CONTACT NAME: Jennifer PHONE (A/C, No, Ext): 281-474-5444 FAX (A/C, No): E-MAIL ADDRESS:																					
INSURED Midnite Slice 1605 2nd St Seabrook TX 77586	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Mount Vernon Fire Insurance Company</td><td></td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Mount Vernon Fire Insurance Company		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

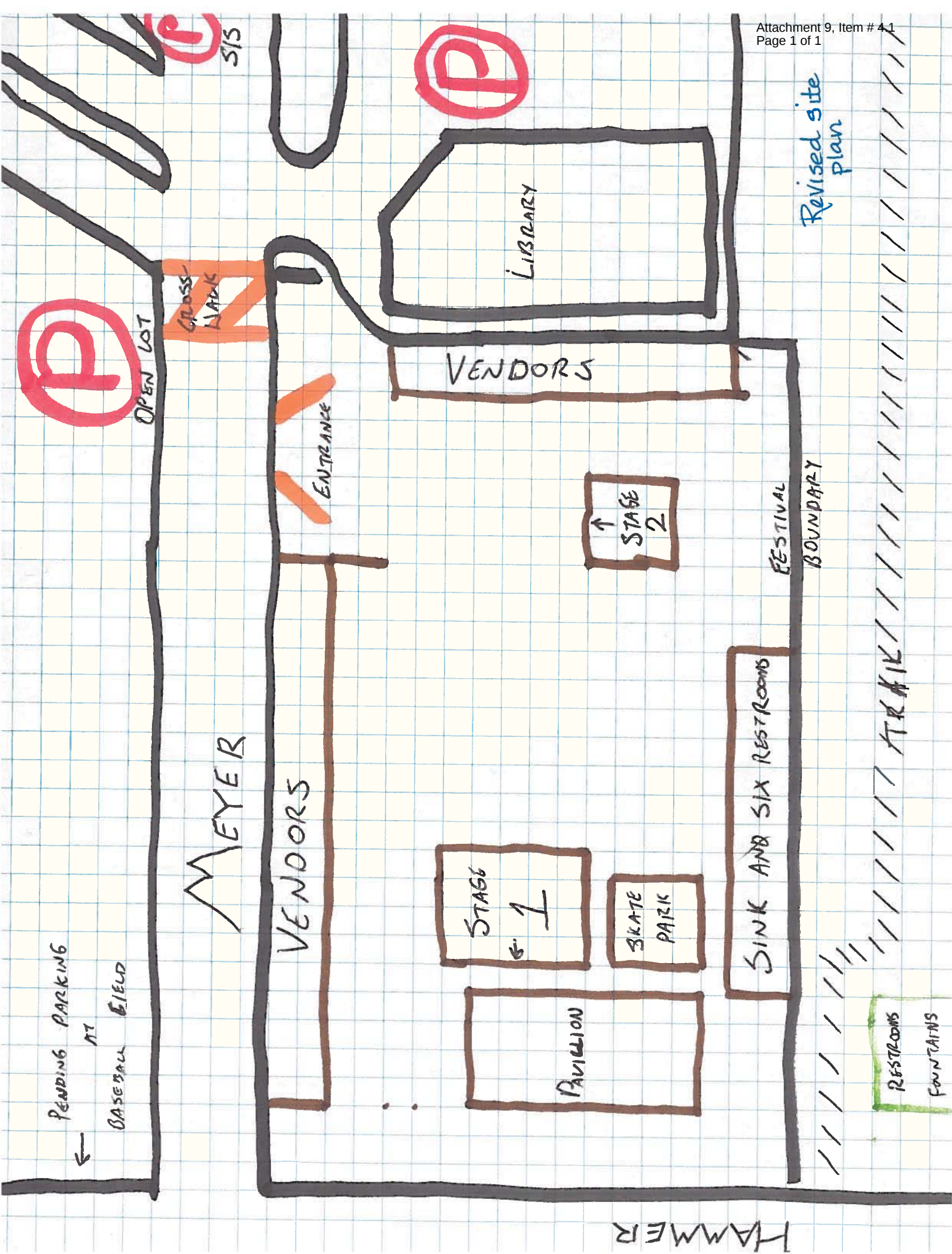
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																								
	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC		CP 2583076	06/03/13	06/03/14	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td>Property</td><td>\$ 25,250</td></tr><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000	Property	\$ 25,250	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A					<table border="1"><tr><td>WC STATUTORY LIMITS</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	WC STATUTORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$																
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E.L. DISEASE - POLICY LIMIT	\$																													

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

CERTIFICATE HOLDER**CANCELLATION**

City of Seabrook 1700 1st St Seabrook TX 77586	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---



2013 SEABROOK MUSIC FESTIVAL

AGENDA ITEMS

- **Parking:**
 - ✓ Use of the empty lot across from the park has been secured;
 - ✓ Use of the library parking has been secured;
 - ✓ Use of the intermediate school parking lot has been secured pending payment¹;
 - ✓ Use of Seabrook Sports Complex has been attempted but not yet secured. We anticipate hearing from them soon to secure additional parking.
- **Porta-Cans**
 - ✓ Submitted new site plan with location of porta-cans and hand sink;
 - ✓ Six porta-cans have been secured including one ADA compliant porta-can;
 - ✓ At least one hand washing sink will be available.
- **Trash Disposal**
 - ✓ We are coordinating with Waste Management for trash disposal;
 - ✓ A dumpster will be dropped Friday and picked up the following Monday, it can be emptied as needed on Saturday;
 - ✓ Paper trash boxes will be supplied throughout the park.
- **Temporary Alcohol Permit**
 - ✓ Blue Moon and Coors Light have offered to be beer sponsors for this event in combination with local restaurant/bar Cabo;

¹Midnight Slice and affiliates will secure all payments and deposits upon approval by Seabrook City Counsel.

- ✓ Upon approval by City Counsel, Cabo is prepared to secure a temporary alcohol permit.
- **Food Permit**
 - ✓ Midnite Slice has set up an event with the Harris County Health Department naming itself as the coordinator;
 - ✓ Upon approval by City Counsel, Midnite Slice is prepared to secure a temporary food service permit;
 - ✓ Midnite Slice will coordinate with other food service providers to ensure proper permits for its affiliates.
- **Gates and Entrances**
 - ✓ Midnite Slice has sought quotes for fencing to surround the entire perimeter of the festival (per TABC regulations);
 - ✓ Only one entrance will be provided at the far right corner of the festival on Meyer (near crosswalk on site plan) to discourage parking at the pool as well as patrons from the pool going to the festival.
- **Hotels**
 - ✓ Rebecca with the Bay Area Visitors Bureau is contacting all Seabrook hotels to secure a rate for patrols and bands coming in from out of town;
 - ✓ We are considering some promotions with local bands and bars to increase revenue to local business(s);
 - ✓ Although we have not arranged a host hotel this year, we anticipate that possibility in the future, again to enhance local revenue.
- **Sound**
 - ✓ Several sound technicians have been consulted to ensure that there will be minimal sound traveling into any surrounding neighborhoods;
 - ✓ Midnite Slice has hired a professional stage manager to supervise and coordinate with sound technicians to ensure there will be minimal, if any, disruption of the quiet enjoyment in the area;

- ✓ The acoustic stage will face Meyer in consideration of the rate in which sound decreases by the time any of the sound reaches the houses it will be less than 40 decibels (less than a whisper);
- ✓ The main stage will face the pool. The water will help to break up the sound waves and the slide and trees will make a good portion of the sound bounce back to the festival.
- **Benefits to Seabrook**
 - ✓ The Seabrook Music Festival is a nostalgic event to many long-term residents here young and old and they are excited to have it back;
 - ✓ Midnite Slice is giving right of first refusal to all Seabrook local businesses to be a part of the festival;
 - ✓ Midnite Slice is promoting local Seabrook bands at the festival to encourage a better music scene here;
 - ✓ Increased people in the area will bring increased revenue to all local business in the area;
 - ✓ Having the festival at Meader Park encourages people who would not normally travel into Old Seabrook to do so, causing local businesses to flourish;
 - ✓ Midnite Slice has brought in a wide-range of musical acts to ensure that the festival will appeal to patrons of all ages and musical genres;
 - ✓ Midnite Slice has brought in several regional bands that will come with entourages and their own fans to encourage tourism and increase revenue to Seabrook.

Thank you for your kind consideration. Midnite Slice and the entire community is excited to be on the cutting-edge of the explosion of interest in Old Seabrook and surrounding areas that will invigorate this community to it's highest point.

ACTION ITEM CHECK LIST STATUS

#	STATUS	DATE ASSIGNED	NEXT REVIEW DATE	PROPOSED CLOSURE DATE	RESPONSIBLE ORGANIZATION	City Council RESPONSIBILITY	PLANNING OBJECTIVE #	AGENDA ITEM NUMBER	DESCRIPTION OF ACTION ITEM	STATUS AND DATE
2	OPEN/IN WORK	10/2/2012			Staff/Council			5.5	Form a committee to review uses of Carothers property and bring back recommendations to Council.	Council accepted two recommendations on 11/6/12. Carothers Group to meet to reassess and report to Council.
4	OPEN/IN WORK	12/4/2012			Staff/Council			6.1	Consider transportation alternatives from hotels to new cruise terminal.	Update provided at 2/19 meeting. Ongoing discussions.
5	OPEN/IN WORK	12/4/2012			Staff/P&Z			5.4	Ord. No. 2012-24, "Deleting Existing Point Overlay Sign Regulations" was tabled for staff & P&Z review.	P&Z met on 2/21. Will send to Council at a future date after discussion with business(es).
9	OPEN/IN WORK	1/22/2013			Ad hoc members/city manager			5.2	Ad hoc committee to deal with fire department issues.	Ongoing.
10	OPEN/IN WORK	2/5/2013			City Secretary			3.4	Advertise for new applicants whenever board members terms are expiring.	Ongoing.
11	OPEN/IN WORK	4/2/2013			P&Z/Landis			6.3	Council asked P&Z to allow special advertising for businesses during special events and for new businesses.	On 6/21 P&Z recommended that temporary signs, including spinners be allowed for up to 50 days for grand openings. Will come to Council in ordinance form on 8/20/13.
14	OPEN/IN WORK	4/2/2013			City Manager			6.2	Meet with city engineers for recommendations concerning safety of left turns from SH 146.	Postponed from consideration on 6/4 as TxDOT is still in the process of formulating various options.
15	OPEN/IN WORK	7/2/2013			Staff			5.1	Staff to develop a proposal for a special permit to allow additional cats/dogs in a household under specific conditions	Scheduled for 8/6/13 agenda.
16	OPEN/IN WORK	7/2/2013			Midnite Slice Pizza			5.2	Request for a special events permit was tabled until the applicant could show compliance with conditions.	On the 7/16/13 agenda.

July 2013

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2 Council (Budget distributed)	3	4 Kids' Parade City Hall Closed	5	6
7	8	9 Budget Workshop 6 p.m.	10	11 Open Space EDC	12	13
14	15	16 Council	17	18 P&Z No HCMCA	19	20
21	22	23 Budget Workshop 6 p.m.	24 BOA	25 Ethics	26	27
28	29	30 Tentative Budget Workshop	31			

August 2013

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 Open Space	2	3
4	5	6 Council	7	8 EDC	9	10
11	12	13 Budget Work- session— Tentative	14	15 P&Z HCMCA	16	17
18	19	20 Council	21	22	23	24
25	26	27	28	29	30	31