

CONCERNED RESIDENTS OF SEABROOK, Edward Adams Campaign Chairman

P. O. Box 473

Seabrook, Texas 77586

January 25, 1977

INPUT TO THE PUBLIC HEARINGS HELD BY THE CITY COUNCIL OF THE CITY OF SEABROOK AND THE PLANNING AND ZONING BOARD OF THE CITY OF SEABROOK AT 7:30 o'clock PM on the 25th day of January, 1977, at the Seabrook Community House in the City of Seabrook. Copy submitted for the record of those hearings.

Mr. Mayor, City Council and Planning and Zoning Board, and Citizens of the City of Seabrook:

I am Tom Cobb, 3410 Todville Road, Seabrook resident and a spokesman for CONCERNED RESIDENTS OF SEABROOK, CROS.

CROS is AGAINST this DEAL which is the subject of tonights hearing. CROS is AGAINST this DEAL which is the question of the Saturday January 29, 1977 Referendum, now binding upon this council.

Shall the City of Seabrook enter into this DEAL? We say NO; let us tell you why.

IT IS A DEAL.

The first written reference we can find to this DEAL is a letter over Mr. Mahler's signature dated July 20, 1976. <sup>A</sup> The mayor's preface and re-cap pointedly omits this most damaging letter. It is addressed to the mayor. It is FALSE in the subject title;: "Proposal as to the disposition of 114 acres COMMERCIAL property referred to as 'Seabrook Sand Pit'"; Falsehood at the start, the subject pit area is zoned RESIDENTIAL USE AREA under Seabrook Zoning Ordinance No. 105 B.

The Honorable Mayor, under question in public city council meeting on September 21, 1976 stated the DEAL was his idea. Why?

This written proposal of July 20 spells out a CONTRACT FOR ZONING. There is the DEAL. There is the basis for legal attack if this DEAL is ever consummated.

WHO IS INVOLVED?

This written proposal names three SPECIAL INTERESTS, parties who will benefit: Mr. Mahler, Mr. Mahler's "contractor" and Mr. Mahler's "investors". Who are these parties?

Mr. Mahler is the non resident owner of the ever enlarging Mahler Sand Pits. He has a long history of litigation with this city. The city finally won an injunction to stop enlargement of the pit within a RESIDENTIAL area of the city. Long expensive experience has taught Seabrook residents not to trust Mr. Mahler!



Mr. Mahler's "contractor" is a non resident operator participating in the rape of some of the most developable land of this city. Evidence has been given, and allegations have been made, that he and Mr. Mahler are participants in an illegal sanitary land fill, DUMP, operation in the Mahler Sand Pits. Investigation is in progress.

Mr. Mahler's "investors" may or may not be fully identified. Whoever they may be, when they supported Mr. Mahler's attempts to despoil this city through the acquisition of additional acreage; or in the continuing operation of the pits (at times contrary to city ordinance) they lost our sympathy. Among these is the Mayor of Kemah who supported this PIT DEAL in our City Council Meeting of September twenty-first without identifying his interest fully. He expressed false, or at least improbable, interest in water purchases. Mayor Blackledge is a director of Allied Seabrook Bank, lien holder of a debt which may be unpaid if Mr. Mahler is not allowed to spoil more of our city.

#### WHO BENEFITS?

Mr. Mahler says these parties would benefit. No Doubt! And at our expense.

#### CITY LOSES

Mr. Mahler says the city would benefit from his proposed DEAL.

CONCERNED RESIDENTS OF SEABROOK does not think so.

First, if the city enters into this CONTRACT FOR ZONING, agrieved residents are certain to sue for legal remedy. Residents are certain to seek timely injunctive relief.

Second, we have already seen, and will see tonight, that as the pit grows to undercut adjacent properties, they too fall into the pit. Continuing digging proposals will destroy our city.

Third, Mr. Mahler has taught this city well the costs of litigation to control his operations. The cost to enforce performance under contract where Mr. Mahler is involved will undoubtedly be enormous.

Fourth, the effort and dollars required to develop, maintain and police the improbable schemes cast up to justify this PIT DEAL intrude into the city's normal schedule of priorities.

If these properties were offered to our city as a no-strings-attached GIFT, FREE AND CLEAR TITLE, comprehensive study and long term planning would be required to determine acceptance or rejection.

The present DEAL, a complex agreement with performance requirements, parties of special-interest, parties of proven past bad faith, expediency, misrepresentation, suppression of reports, and lack of planning must be rejected.



THE GREATEST PUBLIC LOSS IS THE LOSS OF TRUST IN OFFICE HOLDERS, PUBLIC OFFICIALS, AND APPOINTEES WHO HAVE FALLEN INTO THIS PIT DEAL.

Residents have forced disclosure, at least in part.

Residents have forced referendum.

Residents have forced the referendum to be binding upon this city council, the mayor not withstanding.

NOW, LET US GO TO THE POLLS IN RECORD NUMBERS TO BLOCK THIS DEAL - TO DISCOURAGE FUTURE SUCH PROPOSALS.

THIS CITY CAN BENEFIT

Vote AGAINST this proposition. These lands, unproductive, become a burden to the owner. Taxes are now delinquent. Liens must be repaid. Foreclosure becomes a possibility. The owner, or the investors, must eventually surrender the pit area to private development within the spirit and intent of our zoning ordinance. Ravished as these properties are, they are far too valuable to "abandon"!

Other speakers will follow to address some aspects of the schemes advanced in the attempt to give this DEAL credibility.

Input to this city from several sources will be discussed. These inputs have come from qualified governmental agencies and some of these have been suppressed; input has come from self serving entities of minimum qualification seeking to give the right answers in exchange for a slice of the pork barrel; and input has come from Pritchard & Abbott, Valuation Engineers: this report reminds me of the employment recommendation written by A. Lincoln on behalf of the village idiot. It was objective, not damaging and true. Let me paraphrase: THOSE WHO HAVE NEED OF FACILITIES AND AMENITIES SUCH AS THIS DEAL MAY PROVIDE WOULD DO WELL TO GIVE IT CONSIDERATION SUCH AS IT MAY DESERVE. The entire Pritchard & Abbott report is premised on a number of "if's".