

**SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
TUESDAY, JULY 15, 2014 - 7:00 PM**

NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **TUESDAY JULY 15, 2014 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 INTERVIEW CANDIDATES FOR VARIOUS BOARDS & COMMISSIONS

 ATTACHMENT 1

- 1.1 Interview applicants for the Charter Review Commission and the Comprehensive Master Plan Review Commission with appointments to be made in July.

2.0 PRESENTATIONS

- 2.1 Open Space & Trails Committee quarterly report. (Burton)
- 2.2 Presentation by Offshore Thunder Productions in regards to 2014 Texas Outlaw Challenge held June 19-20 in Kemah. (Paul Robinson)

3.0 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.

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

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

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

 ATTACHMENT 2

- 4.1 Approve minutes of the July 1, 2014 City Council meeting. (Brant)

 ATTACHMENT 3

- 4.2 Approval of Interlocal Mutual Aid Agreement for emergency services between the City of Seabrook and Harris County. (Galyean)

 ATTACHMENT 4

- 4.3 Approve Building Report for June 2014. (Landis)

 ATTACHMENT 5

- 4.4 Approve Public Safety Report for June 2014. (Wright)

END OF CONSENT AGENDA

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

 ATTACHMENT 6

- 5.1 Consider appointments to the Charter Review Commission and to the Comprehensive Master Plan Commission. (Council)

 ATTACHMENT 7

- 5.2 Review the Texas Outlaw Challenge post-event report and consider releasing \$5,000 HOT funds which were reserved during the July 23, 2013 Council meeting. (Dearman)

 ATTACHMENT 8

- 5.3 Review and consider allocation of HOT funds for the 2015 Texas Outlaw Challenge in the requested amount of \$30,000. (Dearman)

 ATTACHMENT 9

- 5.4 Discussion, consideration and possible action concerning calling a bond election for new Public Works and Animal Control and Adoption Facility, Park Projects, Fire Truck, Water, and Wastewater and Drainage Projects. (Cook)

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

ATTACHMENT 10

- 6.1 Approve second and final reading of proposed Ordinance No. 2014-17, Rezone a 12.1341 Acre Tract Located in the Repsdorph Road/Lakeside Drive Area from R-1 to C-2.

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SEABROOK, WHICH IS PART OF THE SEABROOK CITY CODE OF ORDINANCES, APPENDIX A, "COMPREHENSIVE ZONING", ARTICLE 2, "ADMINISTRATION", SECTION 2.05, "OFFICIAL ZONING MAP", BY REZONING A 12.1341 ACRE TRACT OF LAND SITUATED IN THE RITSON MORRIS SURVEY, ABSTRACT 52, HARRIS COUNTY, TEXAS, AND BEING OUT OF AND A PART OF LOTS 15A, 16, 17A, 18E, RUGGLES WEST SUBDIVISION, MORE SPECIFICALLY DESCRIBED IN EXHIBIT A, ATTACHED HERETO, FROM R-1 (RESIDENTIAL-SINGLE FAMILY DETACHED) TO A C-2 (COMMERCIAL MEDIUM) DISTRICT; REQUIRING THAT THE ZONING MAP BE AMENDED TO REFLECT THIS AMENDMENT; MAKING SPECIFIC FINDINGS RELATING TO REZONING OF SUCH TRACT; PROVIDING A PENALTY IN AN AMOUNT OF NOT MORE THAN \$2,000.00 FOR VIOLATION OF ANY PROVISIONS HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.

ATTACHMENT 11

- 6.2 Approve second and final reading of proposed Ordinance No. 2014-16, Rezone a 20.2014 Acre Tract Near Repsdorph Traffic Circle From C-1 to C-2. (Landis)

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SEABROOK, WHICH IS PART OF THE SEABROOK CITY CODE OF ORDINANCES, APPENDIX A, "COMPREHENSIVE ZONING", ARTICLE 2, "ADMINISTRATION", SECTION 2.05, "OFFICIAL ZONING MAP", BY REZONING A 20.3014 ACRE TRACT SITUATED IN THE RITSON MORRIS SURVEY, ABSTRACT 52, HARRIS COUNTY, TEXAS, SAVINGS AND LOAN COMPANY SUBDIVISION, CONSISTING OF 7.5973 ACRES BEING OUT OF AND A PART OF LOTS 7A AND 7B, THIS PROPERTY IS LOCATED IMMEDIATELY WEST OF THE REPSDORPH TRAFFIC CIRCLE AND ISADJACENT TO THE SEABROOK CITY LIMITS, 6.6960 ACRES BEING OUT OF AND A PART OF LOT 8, THIS PROPERTY IS LOCATED IMMEDIATELY EAST OF THE REPSDORPH TRAFFIC CIRCLE, AND NORTH OF REPSDORPH ROAD, AND A 6.0081 ACRES BEING OUT OF AND A PART OF LOTS 7A-1, 7B-1 AND 8B, THIS PROPERTY IS LOCATED IMMEDIATELY SOUTH OF THE REPSDORPH TRAFFIC CIRCLE, AND NORTH OF VERMILLION ROAD, FROM C-1 (COMMERCIAL LIGHT) TO C-2 (COMMERCIAL MEDIUM) DISTRICT; REQUIRING THAT THE ZONING MAP BE AMENDED TO REFLECT THIS AMENDMENT; MAKING SPECIFIC FINDINGS RELATING TO REZONING OF SUCH TRACT; PROVIDING A PENALTY IN AN AMOUNT OF NOT MORE THAN \$2,000.00 FOR VIOLATION OF ANY PROVISIONS

HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.

 ATTACHMENT 12

- 6.3 Consider/discuss Developer Agreement between Pacific Ridge Development Company, L.L.C. and the City of Seabrook for certain performance standards and an incentive to waive all fees for the building permit(s) for the initial development of the project in an amount not to exceed \$20,000. (Cook)

 ATTACHMENT 13

- 6.4 Consider/discuss Developer Agreement between Starship Dixie Farm, LP and the City of Seabrook for certain performance standards and an incentive to waive all fees for the building permit(s) for the initial development of the project in an amount not to exceed \$20,000.

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

 ATTACHMENT 14

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

 ATTACHMENT 15

- 7.2 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 11, 2014 and that this notice will remain posted until the meeting has ended.

Meredith Brant, TRMC
Assistant City Secretary

APPLICATION AND INFORMATION STATEMENT

Attachment 1, Item # 1.1
Page 1 of 3

QUALIFICATIONS FOR APPOINTMENT TO THE CITY OF SEABROOK BOARDS/COMMISSIONS/CORPORATIONS ARE AS FOLLOWS:

- You have been a resident of Seabrook for at least six months prior to the date of appointment. (One year for appointment to the P&Z Commission and Board of Adjustment.)
- You are a qualified City of Seabrook voter at the time of appointment. Certification # _____
- You have no felony conviction for which you have not been pardoned.
- You are not an adversary party to pending litigation against the City.
- You are not in arrears on any city taxes, water service charges or other obligations owed the City.

Please number the Boards/Commissions/Corporations you wish to serve on in order of preference. Please do not select more than three (3) boards on which you wish to serve.

Board of Adjustment/Building Standards _____ Charter Review Commission X
Civil Service Commission _____ Comprehensive Master Plan Review Commission _____
EDC _____ Ethics Review Commission _____ Open Space & Trails Commission _____
P&Z Commission _____

ALL INFORMATION ON THIS APPLICATION WILL BECOME PUBLIC RECORD.

NAME: THOMAS E. DIEGELMAN
HOME ADDRESS: 2551 ACADIANA LANE
HOME PHC: _____ ONE: _____
E-MAIL ADDRESS: _____
DAY TIME PHONE: (601) 251-1111
PROFESSION: NASA SAFETY ENGINEER
BUSINESS NAME AND ADDRESS: NASA ATC MS NE31
2101 NASA PARKWAY HOUSTON TX 77058

PERSONAL REFERENCES:

Name	Address	Daytime Phone #
<u>Robin Riley (ex mayor)</u>	<u>Seabrook TX</u>	
<u>GEN ROYAL (mayor)</u>	<u>Seabrook TX</u>	

How long have you lived in the City of Seabrook? 2002 (12+ years)

BOARD OF ADJUSTMENTS (2003-6); CITY COUNCIL (April 2006-2009 (2 terms));

Liaison to Wetlands, ECO-TOURISM

Have you ever been convicted of a crime, other than minor traffic violations?

N/O

What experience do you have that may qualify you for service on a particular Board, Commission or Corporation (i.e. licenses, degrees, and certificates)?

Multiple degrees; experience with federal, local government, St Bernabell's Youth ministry;

Please list any civic or community endeavors in which you have been involved:

Seabrook Assoc. 2005-2018

Seabrook Rotary (2007 - present)

I understand that applicants for board positions will be interviewed by City Council during a Council meeting. A list of typical questions is included with this application. Other questions may be asked during the interview. I will be contacted by the city secretary's office for an interview date and time.

I understand that if appointed, I must adhere to the Ethics Ordinance, including Section 2-239, that requires all members of the Board of Adjustment, EDC and Planning and Zoning Commission to complete a disclosure statement within 10 business days of appointment. (See attached.)

I agree to be bound by the Seabrook Charter, including Section 11.09, "Personal Interest" (See attached.)

I understand that State law requires that I undergo one hour of training concerning the Opening Meetings Act within 90 days of my appointment.

I hereby affirm the information provided herein is true and correct to the best of my knowledge.

Signature

Date

Return to:

Michele L. Glaser, City Secretary
1700 First St.; Seabrook, TX 77586
(281)291-5663; FAX (281)5710
mglaser@seabrooktx.gov or mbrant@seabrooktx.gov

This application will remain on file for one year.

OFFICE USE ONLY

Date Submitted ___/___/___ Received by: _____

Date(s) Interviewed _____

Comments: _____



MIKE SULLIVAN
Tax Assessor-Collector

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HARRIS COUNTY VOTER REGISTRATION RECORDS

Mike Sullivan

This record is for information purposes only.

Harris County Voter Registrar
713 368-2000
P.O. Box 3527
Houston, TX 77253-3527

VUID	Sex	Valid from	U.S. REP.	STATE SEN.	STATE REP.	COMM. PREC.	JUSTICE PREC.
1119704649	M	1/1/2014					
Legacy Number	Prec. No.	thru					
20416541	0692	12/31/2015	036	011	129	2	08

Name and Permanent Residence Address

DIEGELMAN THOMAS EDWARD
2554 ACADIANA LN
SEABROOK TX 77586

Elected District Representatives in Precinct 0692

U.S. Senator: John Cornyn
U.S. Senator: Ted Cruz
U.S. Representative: Steve Stockman
State Senator: Larry Taylor
State Representative: John E. Davis
Harris County Judge: Ed Emmett
Harris County Tax Assessor-Collector: Mike Sullivan
Harris County Commissioner: Jack Morman
Harris County Constable: Phil Sandlin
Justice of the Peace Pos. 1: Judge Holly Williamson
Justice of the Peace Pos. 2: Judge Louie Ditta
State Board of Education: Barbara Cargill

Other Districts You Reside In

City of SEABROOK
CLEAR CREEK ISD (CLEAR CREEK ISD POS 1)
HC SCHOOL TRUSTEE POS 1

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Rev. 05/14

**CITY OF SEABROOK
BOARDS/COMMISSION/CORPORATIONS
APPLICATION AND INFORMATION STATEMENT**

QUALIFICATIONS FOR APPOINTMENT TO THE CITY OF SEABROOK BOARDS/COMMISSIONS/CORPORATIONS ARE AS FOLLOWS:

- You have been a resident of Seabrook for at least six months prior to the date of appointment. (One year for appointment to the P&Z Commission and Board of Adjustment.)
- You are a qualified City of Seabrook voter at the time of appointment. Certification # 56876527
- You have no felony conviction for which you have not been pardoned.
- You are not an adversary party to pending litigation against the City.
- You are not in arrears on any city taxes, water service charges or other obligations owed the City.

Please number the Boards/Commissions/Corporations you wish to serve on in order of preference. Please do not select more than three (3) boards on which you wish to serve.

Board of Adjustment/Building Standards _____ Charter Review Commission 2
Civil Service Commission _____ Comprehensive Master Plan Review Commission 1
EDC _____ Ethics Review Commission _____ Open Space & Trails Commission _____
P&Z Commission _____

ALL INFORMATION ON THIS APPLICATION WILL BECOME PUBLIC RECORD.

NAME: Kevin Ferguson
HOME ADDRESS: 4106 Windjammer Ct, Seabrook TX 77586
HOME PHONE: _____ CELL PHONE: _____
E-MAIL ADDRESS: _____
DAY TIME PHONE: 2 _____ 8 _____
PROFESSION: Aerospace Engineer
BUSINESS NAME AND ADDRESS: The Boeing Company, 3700 Bay Area Blvd,
Pasadena TX 77058

PERSONAL REFERENCES:

Name	Address	Daytime Phone #
<u>Greg Vajdos</u>	<u>1122 Tangle Briar Dr, Taylor Lake Village</u>	<u>[REDACTED]</u>
<u>Kim Ternigan</u>	<u>3222 Scenic Shore Dr, Seabrook</u>	<u>[REDACTED]</u>

How long have you lived in the City of Seabrook? 10 years


MIKE SULLIVAN
Tax Assessor-Collector
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713 368-2000
P.O. Box 3527
Houston, TX 77253-3527

VUID 1104238235	Sex	Valid from 1/1/2014	U.S. REP.	STATE SEN.	STATE REP.	COMM. PREC.	JUSTICE PREC.
Legacy Number 56876527	Prec. No. 0090	thru 12/31/2015	036	011	129	2	08

Name and Permanent Residence Address

FERGUSON KEVIN LEE
4106 WINDJAMMER CT
SEABROOK TX 77586-1565

Elected District Representatives in Precinct 0090

U.S. Senator: John Cornyn
U.S. Senator: Ted Cruz
U.S. Representative: Steve Stockman
State Senator: Larry Taylor
State Representative: John E. Davis
Harris County Judge: Ed Emmett
Harris County Tax Assessor-Collector: Mike Sullivan
Harris County Commissioner: Jack Morman
Harris County Constable: Phil Sandlin
Justice of the Peace Pos. 1: Judge Holly Williamson
Justice of the Peace Pos. 2: Judge Louie Ditta
State Board of Education: Barbara Cargill

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(One year for appointment to the P&Z Commission and Board of Adjustment.)
- You are a qualified City of Seabrook voter at the time of appointment. Certification # 60097706
- You have no felony conviction for which you have not been pardoned.
- You are not an adversary party to pending litigation against the City.
- You are not in arrears on any city taxes, water service charges or other obligations owed the City.

Please number the Boards/Commissions/Corporations you wish to serve on in order of preference. Please do not select more than three (3) boards on which you wish to serve.

Board of Adjustment/Building Standards _____ Charter Review Commission 2
Civil Service Commission _____ Comprehensive Master Plan Review Commission 1
EDC _____ Ethics Review Commission _____ Open Space & Trails Commission _____
P&Z Commission _____

ALL INFORMATION ON THIS APPLICATION WILL BECOME PUBLIC RECORD.

NAME: David Johnson
HOME ADDRESS: 2556 Wild Oak Forest Lane
HOME PHONE: _____ CELL PHONE: _____
E-MAIL ADDRESS: _____
DAY TIME PHONE: _____
PROFESSION: Engineer
BUSINESS NAME AND ADDRESS: Bayer Business and Technology Services LLC
8500 West Bay Road Baytown, TX 77523

PERSONAL REFERENCES:

Name	Address	Daytime Phone #
<u>Juan C. Umana</u>	<u>2560 Wild Oak Forest Lane</u>	<u>[REDACTED]</u>
<u>John V. Vitovsky</u>	<u>2533 Wild Oak Forest Lane</u>	<u>[REDACTED]</u>

How long have you lived in the City of Seabrook? Two years

Out of town on 15th



MIKE SULLIVAN

Tax Assessor-Collector

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HARRIS COUNTY VOTER REGISTRATION RECORDS

Mike Sullivan

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Harris County Voter Registrar
713 368-2000
P.O. Box 3527
Houston, TX 77253-3527

VUID	Sex	Valid from	U.S. REP.	STATE SEN.	STATE REP.	COMM. PREC.	JUSTICE PREC.
1103778075	M	1/1/2014					
Legacy Number	Prec. No.	thru					
60097706	0090	12/31/2015	036	011	129	2	08

Name and Permanent Residence Address

JOHNSON DAVID CHRISTOPHER
2556 WILD OAK FOREST LN
SEABROOK TX 77586

Elected District Representatives in Precinct 0090

U.S. Senator: John Cornyn
U.S. Senator: Ted Cruz
U.S. Representative: Steve Stockman
State Senator: Larry Taylor
State Representative: John E. Davis
Harris County Judge: Ed Emmett
Harris County Tax Assessor-Collector: Mike Sullivan
Harris County Commissioner: Jack Morman
Harris County Constable: Phil Sandlin
Justice of the Peace Pos. 1: Judge Holly Williamson
Justice of the Peace Pos. 2: Judge Louie Ditta
State Board of Education: Barbara Cargill

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- You have been a resident of Seabrook for at least six months prior to the date of appointment. (One year for appointment to the P&Z Commission and Board of Adjustment.)
- You are a qualified City of Seabrook voter at the time of appointment. Certification # _____
- You have no felony conviction for which you have not been pardoned. [↑] I DON'T HAVE WITH ME...
- You are not an adversary party to pending litigation against the City.
- You are not in arrears on any city taxes, water service charges or other obligations owed the City.

Please number the Boards/Commissions/Corporations you wish to serve on in order of preference. Please do not select more than three (3) boards on which you wish to serve.

Board of Adjustment/Building Standards _____ Charter Review Commission _____

Civil Service Commission _____ Comprehensive Master Plan Review Commission 1

EDC _____ Ethics Review Commission _____ Open Space & Trails Commission _____

P&Z Commission _____

ALL INFORMATION ON THIS APPLICATION WILL BECOME PUBLIC RECORD.

NAME: DARRELL PICHA

HOME ADDRESS: 4113 SEAVIEW COURT, SEABROOK TEXAS 77586

HOME PHONE: _____ CELL PHONE: _____

E-MAIL ADDRESS: _____

DAY TIME PHONE: (USE CELL)

PROFESSION: CREATIVE DIRECTOR

BUSINESS NAME AND ADDRESS: HALLIBURTON

10200 BELLAIRE BOULEVARD, HOUSTON, TEXAS 77072

PERSONAL REFERENCES:

Name	Address	Daytime Phone #
<u>RICHARD SARPONG</u>	<u>2111 DIAMOND BROOK</u>	<u>[REDACTED]</u>
<u>NATALIE PICHA</u>	<u>4113 SEAVIEW COURT</u>	<u>[REDACTED]</u>

How long have you lived in the City of Seabrook? 10 YEARS

N/A

NO.

I HAVE OVER 30 YEARS PROFESSIONAL EXPERIENCE IN DESIGN, PHOTOGRAPHY AND PROJECT MANAGEMENT. I CURRENTLY OVERSEE THE CREATIVE VISION OF A FORTUNE 200, GLOBAL CORPORATION → ENVIRONMENTAL DESIGN, PHOTO VISUALIZATION AND CORPORATE BRANDING

THROUGH CLEAR CREEK COMMUNITY CHURCH - HURRICANE RELIEF, PUBLIC SCHOOL

CLEAN UPS, MISSION TRIPS (UKRAINE), DELIVERY OF FOOD, CLOTHING, ETC TO THE NEEDY

I hereby affirm the information provided herein is true and correct to the best of my knowledge.

Daniel She

02 July 2014

Date _____

Return to: Michele L. Glaser, City Secretary
1700 First St.; Seabrook, TX 77586
(281)291-5663; FAX (281)5710
mglaser@seabrooktx.gov or mbrant@seabrooktx.gov

This application will remain on file for one year.

Date Submitted ___/___/___ Received by: _____ Date(s) Interviewed _____

Comments: _____


MIKE SULLIVAN
Tax Assessor-Collector
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HARRIS COUNTY VOTER REGISTRATION RECORDS

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Harris County Voter Registrar
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Houston, TX 77253-3527

VUID 1104254446	Sex M	Valid from 1/1/2014	U.S. REP. 036	STATE SEN. 011	STATE REP. 129	COMM. PREC. 2	JUSTICE PREC. 08
Legacy Number 12893475	Prec. No. 0090	thru 12/31/2015					

Name and Permanent Residence Address

PICHA DARRELL RAY
4113 SEAVIEW CT
SEABROOK TX 77586

Elected District Representatives in Precinct 0090

U.S. Senator: John Cornyn
U.S. Senator: Ted Cruz
U.S. Representative: Steve Stockman
State Senator: Larry Taylor
State Representative: John E. Davis
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Seabrook City Council
Minutes of July 1, 2014
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The City Council of the City of Seabrook met in regular session on Tuesday, July 1, 2014 at 7:00 p.m. in Seabrook City Hall, 1700 First Street, Seabrook, Texas to discuss, consider and if appropriate, take action on the items listed below.

THOSE PRESENT WERE:

GLENN R. ROYAL	MAYOR
ROBERT LLORENTE	COUNCIL PLACE NO. 1
MIKE GIANGROSSO	COUNCIL PLACE NO. 2
GARY JOHNSON	MAYOR PRO TEM & COUNCIL PLACE NO. 3
MELISSA BOTKIN	COUNCIL PLACE NO. 4
THOM KOLUPSKI	COUNCIL PLACE NO. 5
O.J. MILLER	COUNCIL PLACE NO. 6
GAYLE COOK	CITY MANAGER
SEAN LANDIS	ASSISTANT CITY MANAGER
STEVEN L. WEATHERED	CITY ATTORNEY
MEREDITH BRANT	ASSISTANT 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.

1.0 INTERVIEW CANDIDATES FOR VARIOUS BOARDS & COMMISSIONS

1.1 Interview applicants for the Charter Review Commission and the Comprehensive Master Plan Review Commission with appointments to be made in July.

The Council interviewed Gary Renola, Elaine Renola, Don Holbrook, Tracie Soich and Cody Wilson.

2.0 PRESENTATIONS

2.1 Presentation of Budget FY 2014-2015. (Cook)

City Manager Gayle Cook distributed copies of the draft budget. City Council will be meeting on July 8 and July 22 for budget workshops in which the budget will be discussed and examined in full.

3.0 PUBLIC COMMENTS AND ANNOUNCEMENTS

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

Councilor Giangrosso announced that council is still accepting applications for commission appointments, the 4th of July Kids' Parade will be Friday and council will have special meetings on the July 8 and 22.

4.0 SPECIFIC PUBLIC HEARING(S)

Mayor Royal established the rules of decorum and with the permission of Council Items 4.1 and 4.2 were addressed together.

Councilor Miller recused himself and left the table.

4.1 Request to change the zoning classification of land described below from the current classification of R-1 (Residential-Single Family Detached) to C-2 (Commercial Medium).

Applicant/Owner: Pacific Ridge Development LLC, 211 E. Carillo St. #204, Santa Barbara, CA 93101

Legal Description: A 12.1341 acre tract of land situated in the Ritson Morris Survey, Abstract 52, Harris County, Texas and being out of and a part of Lots 15A, 16, 17A, 18E, Ruggles West Subdivision. This property is located immediately east of Lakeside Drive, south of Oak Dale Way and north of the Repsdorph Traffic Circle.

4.2 Request to change the zoning classification of land described below from the current classification of C-1 (Commercial Light) to C-2 (Commercial Medium).

Applicant/Owner: Starship Conroe, LP, PO Box 473, Seabrook, TX 77586

Legal Description: A 20.3014 acre tract of land situated in the Ritson Morris Survey, Abstract 52, Harris County, Texas, Savings and Loan Company Subdivision, consisting of 7.5973 acres being out of and a part of Lots 7A and 7B, this property is located immediately west of the Repsdorph Traffic Circle and is adjacent to the Seabrook city limits; 6.6960 acres being out of and a part of Lot 8, this property is located immediately east of the Repsdorph Traffic Circle, and north of Repsdorph Road; and a 6.0081 acres being out of and a part of Lots 7A-1, 7B-1 and 8B, this property is located immediately south of the Repsdorph Traffic Circle, and north of Vermillion Road.

John Boswell, President of Pacific Ridge Properties introduced co-owner Rob Hardy and gave a brief history of the company and added that in twenty plus years of business the company had never failed to meet a scheduled payment to a lender. He added that they are very excited about Seabrook Town Center.

Architect Ray Duerer, president of CDA Architects, stated that the meeting with neighbors was very informative and productive and as a result the site plan has changed to better accommodate residents. He addressed residents' concerns including the landscaping, setbacks, green spaces, light flow and the concrete wall. He added that if approved tonight, they will begin planting in the fifty foot buffer within the next ninety days.

Rob Hardy addressed the issues and concerns of traffic and access. After having met with residents changes were made to the plan which mitigated those concerns.

Mr. Boswell stated that timing is crucial for such a development and currently there are three potential anchor stores being considered with a construction start date of 2016. He stated that the plan for Seabrook Town Center represents a well-planned commercial alternative for existing businesses which will be displaced due to the improvements to SH 146 as well as new businesses.

Public comments:

Elizabeth Rimmer, Vermillion, stated that she had heard no comments regarding the little triangle of land backing up to Vermillion. She added that it is a nightmare to think about a fast food place being built there.

Mary Johnson, Vermillion, stated that she is opposed to development of adjacent property.

James Avis, Lakeway Drive, attended the public meeting with the developer about issues of concern. He stated that they have done a good job of taking residents' concerns into account. If the developer agreement is effective in addressing concerns of the residents, fast food is not allowed in the development and there is strict adherence to the rules, the development could be an asset to the community.

Josef Molnar, Oak Dale Way, read a recent news story concerning the foul odor outside a Kroger in Houston, resulting in citations for violations. He stated that he would hope for better solutions for Seabrook residents.

Kay Terrell, Vermillion, stated that she loves Seabrook and would like to see nice development, but the area being considered is not the place for development.

Natalie Picha, Seaview Court, stated that Seabrook has been her family's home since 1997. She has served the city in several capacities and now serves as a member of the Civil Service Commission. She has seen lots of changes in Seabrook, including opportunities that have been pushed away. This development may prove to be a good new neighbor and provide an opportunity

Seabrook City Council
Minutes of July 1, 2014
Page 4

134 for revitalization of Seabrook. She stated that she approves this development
135 and encouraged everyone to be a part of the solution.
136

137 Heather Millar, El Lago resident for twenty-four years, stated that she is
138 concerned about habitat loss, the continued livability of the community and
139 flooding.
140

141 Stephen Cumbie, Driftwood Lane, stated that a lot of thought has been put into
142 the plans for this development, but there is still a concern for the added traffic
143 that will be created as a result of the development.
144

145 Sue Harral, Willow Wisp, stated that over the years she has seen lots of change
146 and change brings uncertainty. She added that finally there is a group with a
147 master plan to implement and it would be a real disservice to the city if this
148 project is not considered in a very positive way. Ms. Harral stated that she is in
149 favor of this project.
150

151 David Johnson, Wild Oak Wild Lane, stated that opposition to the project is by
152 those most directly affected. He believes the developers are good people who
153 want to work with citizens. He would like to see rezoning with the most oversight
154 going forward with the ability to mitigate.
155

156 Jeanie Mason, Ocean Ridge Circle, questioned why we are here tonight. This
157 item has been considered and rejected before. Residents don't want it and she is
158 against it. She added that the city can't control trucks on Lakeside.
159

160 Elizabeth Navarez, Vermillion, does not want a wall next to her property and is
161 opposed to the project.
162

163 Tom Diegelman, Acadiana, stated that in his service to the city he has seen a lot
164 of changes to ordinances and good development. If ordinances are enforced ,
165 this could be a world class development.
166

167 Ashley Harral, Gruenwald, stated that Seabrook has always lacked commercial
168 development and here is an opportunity for a good project with good developers.
169

170 Kelly Soich, Seabrook, stated that this development is an opportunity to revitalize
171 and expand some areas of Seabrook.
172

173 Jeff Tave, El Lago resident, stated that there is concern about increased traffic at
174 the exit onto Repsdorph Road near Ed White Elementary.
175

176 Robert Kidd, Seabrook resident since 1964, stated this is the best opportunity for
177 Seabrook and he would like to see the city move forward with it.
178

Mr. Boswell stated that this project will not use right-of-way and developers have no legal right to place a wall on Vermillion. In regards to some of the concerns such as odor and trucks on Lakeside, what has to happen is the municipality has to vigorously enforce the law. He added that the property is currently zoned R-1 which allows for the close proximity of other houses or change to C-2 and be assured of buffers and setbacks.

Mr. Hardy stated that detention/retention is not an issue as the new storm sewer system will accommodate drainage.

Councilor Miller returned to the table.

5.0 CONSENT AGENDA

5.1 Approval of parade permit for Bay Area Running Club's Annual 5-K Fun Run on Saturday, August 2 from 6:00 until 11:00 a.m. The event begins at Outrigger's and continues along Todville Road to Hammer St. and back. Proceeds benefit Crossroads.

5.2 Approve minutes of June 17, 2014 regular City Council meeting. (Brant)

5.3 Approval of second and final reading of proposed Ordinance No. 2014-14, "Update to Water Conservation and Drought Contingency Plan." (Padgett/Chairez)

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SEABROOK, CHAPTER 95 "UTILITIES," ARTICLE III, "WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN, SECTION 95-80, "WATER CONSERVATION PLAN CONTENT," BY PROVIDING STATISTICAL UPDATES AS REQUIRED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.

THIS ORDINANCE PROVIDES FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2000 PER OFFENSE FOR VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; REPEALS ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDES FOR SEVERABILITY AND PROVIDES FOR AN EFFECTIVE DATE.

5.4 Approval of second and final reading of proposed Ordinance No. 2014-15, "Amending Disclosure Requirements."

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SEABROOK, CHAPTER 2, "ADMINISTRATION", ARTICLE VI. "CODE OF ETHICS", DIVISION 3. "CONFLICTS OF INTEREST", SECTION 2-239

“DISCLOSURE” BY REQUIRING THAT ELECTED OFFICIALS AND CERTAIN APPOINTED OFFICIALS REVIEW THEIR DISCLOSURE STATEMENTS AT LEAST ONCE A YEAR AND SUBMIT A NEW DISCLOSURE STATEMENT WITH CHANGES OR A WRITTEN STATEMENT ATTESTING THAT NO CHANGES HAVE OCCURRED; PROVIDING A PENALTY IN AN AMOUNT OF \$500.00 OR THE MAXIMUM AMOUNT PROVIDED BY LAW FOR VIOLATION OF ANY PROVISION HEREOF BY INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR NOTICE.

5.5 Approval of reappointment of Joe Winter to the Civil Service Commission for a three-year term expiring in June 2017. (Council)

Motion was made by Councilor Johnson and seconded by Councilor Botkin

To approve the consent agenda as written.

MOTION CARRIED BY UNANIMOUS CONSENT

6.0 NEW BUSINESS

Mayor Royal requested that Item 6.1 and 6.2 be considered together.

6.1 Consider appointments to the Comprehensive Master Plan Review Commission. (Council)

6.2 Consider appointments to the Charter Review Commission. (Council)

Motion was made by Councilor Llorente and seconded by Councilor Johnson

To appoint Don Holbrook, Elaine Renola, John Chisler, Laura Davis and Delaina Hanssen to the Charter Review Commission

AND

To appoint Kim Morrell, Gary Renola, Guy Rodgers, Tracie Soich and Cody Wilson to the Master Plan Review Commission.

MOTION CARRIED BY UNANIMOUS CONSENT.

6.3 Approve Resolution No. 2014-05, Surf Oaks Easement Grants. (Cook)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, DETERMINING THAT PERMANENT EASEMENT GRANTS ARE

NECESSARY FOR MAINTENANCE IMPROVEMENTS FOR SURF OAKS DRIVE/ROAD; APPROVING THE ACCEPTANCE OF EASEMENTS FROM THE NECESSARY PROPERTY OWNERS FOR SUCH ROAD, CONTAINING APPROXIMATELY 2.064 ACRES OF LAND, BEING THE SURF OAKS DRIVE PORTION OF WARD OAKS AS RECORDED IN H.C.M.R. FILM CODE NO. 636152, THE SURF OAKS PORTION OF THE SONES SUBDIVISION AS RECORDED IN H.C.M.R. FILM CODE NO. 570290, ALONG WITH SURF OAKS DRIVE AS SHOWN ON THE UNRECORDED PLAT OF SURF OAKS SUBDIVISION, ALL BEING IN THE RITSON MORRIS SURVEY, ABSTRACT NO.52, SEABROOK, HARRIS COUNTY, TEXAS, MORE PARTICULARLY DEPICTED HEREIN; AND PROVIDING TERMS OF CITY MAINTENANCE

City Attorney Steve Weathered requested this item be postponed until the end of the meeting to address an issue in executive session.

Councilor Miller recused himself and left the table.

6.4 Consider approval of first reading of proposed Ordinance No. 2014-17, "Amendment to the Official Zoning Map to Rezone a 12.1341 Acre Tract From a Portion of Ruggles Subdivision, Located in the Repsdorph Road/Lakeside Drive Area from R-1 (Residential-Single Family Detached) to C-2 (Commercial Medium)"

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SEABROOK, WHICH IS PART OF THE SEABROOK CITY CODE OF ORDINANCES, APPENDIX A, "COMPREHENSIVE ZONING", ARTICLE 2, "ADMINISTRATION", SECTION 2.05, "OFFICIAL ZONING MAP", BY REZONING A 12.1341 ACRE TRACT OF LAND SITUATED IN THE RITSON MORRIS SURVEY, ABSTRACT 52, HARRIS COUNTY, TEXAS, AND BEING OUT OF AND A PART OF LOTS 15A, 16, 17A, 18E, RUGGLES WEST SUBDIVISION, MORE SPECIFICALLY DESCRIBED IN EXHIBIT A, ATTACHED HERETO, FROM R-1 (RESIDENTIAL-SINGLE FAMILY DETACHED) TO A C-2 (COMMERCIAL MEDIUM) DISTRICT; REQUIRING THAT THE ZONING MAP BE AMENDED TO REFLECT THIS AMENDMENT; MAKING SPECIFIC FINDINGS RELATING TO REZONING OF SUCH TRACT; PROVIDING A PENALTY IN AN AMOUNT OF NOT MORE THAN \$2,000.00 FOR VIOLATION OF ANY PROVISIONS HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.

Motion was made by Councilor Kolupski and seconded by Councilor Llorente

To approve first reading of ordinance No. 2014-17 as written with the reading of the caption serving as reading of the ordinance.

Mayor Royal stated that because merchants have known for over twenty years that the widening of SH 146 is “coming” it has been a hindrance to business development. Three years ago there was a concerted effort to get the project underway and now funding is available. Once the railroad right-of-way is acquired the project will begin. Fifty businesses will go away. We can get in front of progress or get run over by it. If we lose more than five percent of our general funds, options are limited. Seabrook’s average income per household is \$90,000, *Houstonia* magazine named Seabrook one of the six most desirable places to live in the Houston area, but with no amenities the city will decline in prosperity and economically.

Councilor Kolupski stated that his history with this site goes back to 2006 and this project has been coming since that time. Ordinances have been put in place addressing lighting, noise and other development and construction issues. These developers have met every requirement and it would be economic suicide to turn them down. The city needs this development.

Councilor Llorente stated that while he understands the concerns of the residents, Seabrook is fortunate to have a great developer for an aesthetically pleasing project. He asked for everyone’s support of this ordinance.

Councilor Johnson stated that he has worked with CDA Architects and they are a respected company and good to work with. An opportunity for a development which will improve economic growth in the city doesn’t happen often. Without continued revenue there are only two options: lay off city staff or raise taxes. For the long term, this development is best for the city.

Councilor Giangrosso stated that for the future of the city this should be approved. These are great developers making an effort to accommodate the citizens. He expressed his appreciation to the citizens and encouraged them to stay involved and continue to provide input on this matter as well as other plans and projects.

Councilor Botkin stated that she is a fourth generation citizen of Seabrook and truly believes that approval of this project is the best thing council could do for the city.

MOTION CARRIED BY UNANIMOUS CONSENT OF THOSE PRESENT AND VOTING.

6.5 Consider approval of first reading of proposed Ordinance No. 2014-16, Rezone a 20.2014 Acre Tract Near Repsdorph Traffic Circle From C-1 to C-2. (Landis)

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SEABROOK, WHICH IS PART OF THE SEABROOK CITY CODE OF ORDINANCES, APPENDIX A, "COMPREHENSIVE ZONING", ARTICLE 2, "ADMINISTRATION", SECTION 2.05, "OFFICIAL ZONING MAP", BY REZONING A 20.3014 ACRE TRACT SITUATED IN THE RITSON MORRIS SURVEY, ABSTRACT 52, HARRIS COUNTY, TEXAS, SAVINGS AND LOAN COMPANY SUBDIVISION, CONSISTING OF 7.5973 ACRES BEING OUT OF AND A PART OF LOTS 7A AND 7B, THIS PROPERTY IS LOCATED IMMEDIATELY WEST OF THE REPSDORPH TRAFFIC CIRCLE AND ISADJACENT TO THE SEABROOK CITY LIMITS, 6.6960 ACRES BEING OUT OF AND A PART OF LOT 8, THIS PROPERTY IS LOCATED IMMEDIATELY EAST OF THE REPSDORPH TRAFFIC CIRCLE, AND NORTH OF REPSDORPH ROAD, AND A 6.0081 ACRES BEING OUT OF AND A PART OF LOTS 7A-1, 7B-1 AND 8B, THIS PROPERTY IS LOCATED IMMEDIATELY SOUTH OF THE REPSDORPH TRAFFIC CIRCLE, AND NORTH OF VERMILLION ROAD, FROM C-1 (COMMERCIAL LIGHT) TO C-2 (COMMERCIAL MEDIUM) DISTRICT; REQUIRING THAT THE ZONING MAP BE AMENDED TO REFLECT THIS AMENDMENT; MAKING SPECIFIC FINDINGS RELATING TO REZONING OF SUCH TRACT; PROVIDING A PENALTY IN AN AMOUNT OF NOT MORE THAN \$2,000.00 FOR VIOLATION OF ANY PROVISIONS HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.

Motion was made by Councilor Kolupski and seconded by Councilor Llorente

To approve Ordinance No. 2014-16 on first reading as written with the reading of the caption serving as the reading of the ordinance.

MOTION CARRIED BY UNANIMOUS CONSENT OF THOSE PRESENT AND VOTING.

6.6 Consider/discuss Developer Agreement between Pacific Ridge Development Company, L.L.C. and the City of Seabrook for certain performance standards and an incentive to waive all fees for the building permit(s) for the initial development of the project in an amount not to exceed \$20,000. (Cook)

Motion was made by Councilor Kolupski and seconded by Councilor Johnson

To discuss this item.

Ms. Cook explained that the agreement will determine what can and cannot be built on the site. It also establishes the obligations of both parties.

Mayor Royal read from the list of C-2 business types that would not be allowed.

In response to Councilor Johnson's question, Mr. Boswell confirmed that the installation of trees will begin within ninety days. They will get the preliminary grade and plan for the buffer space.

Mr. Weathered stated that the agreement can be approved upon second reading of the ordinance.

6.7 Consider/discuss Developer Agreement between Starship Dixie Farm, LP and the City of Seabrook for certain performance standards and an incentive to waive all fees for the building permit(s) for the initial development of the project in an amount not to exceed \$20,000.

Motion was made by Councilor Kolupski and seconded by Councilor Botkin

To discuss this item.

No action will be taken on this item until second reading of the zoning ordinance.

7.0 ROUTINE BUSINESS

Councilor Miller returned to the table.

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

Motion was made by Councilor Llorente and seconded by Councilor Botkin

To approve the action items checklist.

MOTION CARRIED BY UNANIMOUS CONSENT.

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

The next regularly scheduled meeting date will be July 15. There will be budget workshops on July 8 and 22.

EXECUTIVE SESSION

Mayor Royal announced that the City Council would now hold a closed executive meeting pursuant to the provisions of the Open Meetings Act, Chapter 551,

Government Code and Vernon's Texas Codes Annotated, in accordance with the authority contained in Section 551.071, Consultation with Attorney.

6.3 Approve Resolution No. 2014-05, Surf Oaks Easement Grants. (Cook)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, DETERMINING THAT PERMANENT EASEMENT GRANTS ARE NECESSARY FOR MAINTENANCE IMPROVEMENTS FOR SURF OAKS DRIVE/ROAD; APPROVING THE ACCEPTANCE OF EASEMENTS FROM THE NECESSARY PROPERTY OWNERS FOR SUCH ROAD, CONTAINING APPROXIMATELY 2.064 ACRES OF LAND, BEING THE SURF OAKS DRIVE PORTION OF WARD OAKS AS RECORDED IN H.C.M.R. FILM CODE NO. 636152, THE SURF OAKS PORTION OF THE SONES SUBDIVISION AS RECORDED IN H.C.M.R. FILM CODE NO. 570290, ALONG WITH SURF OAKS DRIVE AS SHOWN ON THE UNRECORDED PLAT OF SURF OAKS SUBDIVISION, ALL BEING IN THE RITSON MORRIS SURVEY, ABSTRACT NO.52, SEABROOK, HARRIS COUNTY, TEXAS, MORE PARTICULARLY DEPICTED HEREIN; AND PROVIDING TERMS OF CITY MAINTENANCE

OPEN MEETING

Mayor Royal reconvened the open meeting at 9:27 p.m.

Motion was made by Councilor Llorente and seconded by Councilor Botkin

To approve Resolution 2014-05 and noting that there are 19 exhibits (not 20) and changes should be made to the resolution to reflect the correct number.

MOTION CARRIED BY UNANIMOUS CONSENT.

Upon an approved motion , Mayor Royal adjourned the meeting at 9:30 p.m.

Approved this 15th day of July 2014.

Glenn R. Royal, Mayor

Meredith Brant, TRMC
Assistant City Secretary



***CITY
OF
SEABROOK***

**AGENDA
BRIEFING**

Date of Meeting: TUESDAY, JULY 15, 2014

Submitter/Requestor: Jeff Galyean

Date Submitted: 7/7/2014 1:33:13 PM

Presenter:

Description/Subject:

Interlocal Mutual Aid Agreement between the City and Harris County

Purpose/Need: NA

Background/Issue(What prompted this need):

This agreement has come about as a result of the Hurricane Sandy Recovery Act which allows for the entity rendering mutual aid to be reimbursed by FEMA for services rendered in excess of twelve hours.

Impacted Parties(Expected/Notified): Entities rendering services, city, citizens

Miscellaneous Comments:

Attachments:

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

Agreement

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:

Approval of interlocal mutual aid agreement between the City of Seabrook and Harris County.

Agenda Language:

Approval of Interlocal Mutual Aid Agreement for emergency services between the City of Seabrook and Harris County. (Galyean)

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.)



Dear Cities:

Attached you will find 3 copies of the following documents:

1. Mutual Aid Agreement

Please process and return **ALL** three copies to Ammy Gierzak via mail (6922 Katy Road Houston, TX 77024), through your Liaison, or directly through me.

Thank you and for further question feel free to contact me.

Ammy Gierzak

Ammy.gierzak@oem.hctx.net

713-843-5428

INTERLOCAL MUTUAL AID AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into by and between the **City of Seabrook, Texas** ("Entity"), acting by and through its governing body, and **Harris County, Texas**, acting by and through its governing body, Harris County Commissioners Court. This Agreement is made pursuant to chapter 791 of the Texas Government Code (the Interlocal Cooperation Act) and chapter 418 of the Texas Government Code (the Texas Disaster Act of 1975) to the extent it applies to this Agreement. This Agreement does not apply to "law enforcement assistance" provided, or "mutual aid law enforcement task forces" created, under Chapter 362 of the Texas Local Government Code.

RECITALS:

The Parties hereto recognize the vulnerability of the people, communities and schools to damage, injury, and loss of life and property resulting from natural or man-made catastrophes, riots, or hostile military or paramilitary action, and other emergencies.

The full and effective utilization of the resources available to Entity and Harris County is necessary for the prompt and efficient rescue, care, and treatment of persons victimized or threatened by disaster.

Chapter 791 of the Texas Government Code authorizes interlocal agreements between local governmental entities such as Entity and Harris County. Chapter 791 authorizes such entities to contract for emergency assistance, section 791.27; governmental functions and services, section 791.011, including police protection and detention services; public health and welfare; planning; administrative functions; and, other governmental functions in which the contracting entities are mutually interested, section 791.003(3), such as those provided in chapter 418 of the Texas Government Code.

Section 418.107(c) of the Texas Government Code provides that a political subdivision may render aid to other subdivisions under mutual aid agreements.

The Parties hereto desire to enter into an agreement to provide mutual aid consistent with the mutual aid and emergency assistance plans approved by their governing body.

NOW, THEREFORE, Entity and Harris County, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

TERMS:

I.

If Entity is a county or incorporated city, both Entity and Harris County shall each appoint an Emergency Management Coordinator to take all steps necessary for the implementation of this Agreement. If Entity is an independent school district, public junior college district, emergency services district, other special district, joint board, or other entity defined as a political subdivision under the laws of the State of Texas that maintains the capability to provide mutual aid, or organized volunteer group as defined in Section 418.004(5) of the Texas Government Code, Entity's chief, highest ranking officer, or Emergency Management Coordinator, as applicable, shall take all steps necessary for the implementation of this Agreement.

II.

It shall be the duty of each Party to formulate emergency management plans and programs that incorporate the use of available resources, including personnel, equipment, buildings, and supplies necessary to provide mutual aid and emergency assistance. If Entity is a county or incorporated municipality, Entity shall have an approved Emergency Management Program as defined by the Texas Division of Emergency Management.

This Agreement shall apply to the dispatch of emergency service responses by either or both Parties in response to a disaster as that term is defined in section 418.004 of the Texas Government Code, and in response to actual and imminent incidents that endanger the health, safety, or welfare of the public and require the use of special equipment, trained personnel, or personnel in larger number than are locally available in order to reduce, counteract, or remove the danger caused by the incident. This Agreement includes the provision of materials, supplies, equipment, and other forms of aid by and between the Parties including the staffing and equipping of emergency operations, and participation by personnel in exercises, drills, or other training activities designed to train and prepare for, cope with, respond to, recover from, or prevent the occurrence of any disaster.

In carrying out emergency management plans and programs, the Parties shall, insofar as possible, provide and follow uniform standards, practices and rules and regulations, including but not limited to the following:

- Warnings and signals for exercises or disasters and the mechanical devices to be used in connection therewith.
- Shutting off water mains, gas mains, and electric power connections, and the suspension of all other utility services.
- Selection of all materials, equipment or buildings used or to be used for emergency management purposes to assure that such materials and equipment will be easily and freely interchangeable when used by either Party hereto.
- The conduct of civilians and the movement and cessation of movement of pedestrian and vehicular traffic prior to, during, and subsequent to exercises or disasters.
- The safety of public meetings or gatherings.

As further set forth below, each Party shall coordinate the emergency responses within its scope of responsibility under this Agreement.

Either Party, when requested to provide mutual aid or emergency assistance, may take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof, provided however, the Party rendering aid (the "Responding Party") to the Party receiving assistance (the "Requesting Party") may withhold resources to the extent necessary to provide other necessary governmental functions for itself.

When a request for emergency assistance is received, law enforcement, fire, emergency response personnel, and other resources shall be subject to the command and control of their respective agencies. However, the respective agencies shall coordinate their emergency responses and resources through the emergency management authorities of the Requesting Party. Any request for aid shall specify the amount and type of resources requested. However, the Responding Party shall determine the specific resources furnished. The personnel and resources deployed by the Responding Party shall report to the officer in charge of the incident and report through the incident chain of command. The Responding Party shall be released by the Requesting Party when the reserves of the Responding Party are no longer required or when the resources are needed within the Responding Party's normal emergency service area.

If Entity is a county with an Emergency Management Coordinator, each request for mutual aid assistance shall be made through the Emergency Management Coordinator of the Requesting Party to the Emergency Management Coordinator of the Responding Party.

If Entity is an incorporated municipality without an Emergency Management Coordinator, independent school district, public junior college district, emergency services district, other special district, joint board, or other entity defined as a political subdivision under the laws of the State of Texas that maintains the capability to provide mutual aid, or organized volunteer group as defined in Section 418.004(5) of the Texas Government Code, Entity's requests for mutual aid assistance shall be made through Entity's chief or highest ranking officer to Harris County's Emergency Management Coordinator, Sheriff, Fire Marshal, Public Health Director, or an elected Constable. Harris County's requests for mutual aid assistance shall be made through its Emergency Management Coordinator, Sheriff, Fire Marshal, Public Health Director, or an elected Constable to Entity's chief or highest ranking officer.

In the event of rapidly developing emergencies occurring within the jurisdiction of the Requesting Party and near the Responding Party's boundary, the Responding Party's law enforcement and/or emergency responders will respond as they are able, without the prior request of the Requesting Party, as provided by applicable law. The Responding Party's emergency response units will establish control of the scene. The Responding Party and staff representing other governmental entities requested to provide mutual assistance will provide assistance and resources as available in accordance with the existing emergency management plans and programs. The Responding Party's resources will remain on the scene as needed. In such event this Agreement shall be in effect.

When mutual aid assistance will be provided for more than 12 consecutive hours, the Requesting Party shall, prior to the expiration of the 12th hour, confirm in writing to the Responding Party that the Requesting Party desires continued mutual aid assistance from the Responding Party. Notwithstanding the above, if, due to the nature of the emergency, disaster, or other condition requiring mutual aid, the Requesting Party cannot confirm its request for continued mutual aid assistance before the expiration of the 12th hour, the written request must be sent as soon as practicable, but in all cases, within 90 days of the verbal request.

III.

Nothing in this Agreement shall be construed as making either Party responsible for the payment of compensation and/or any benefits including, but not limited to, health, workers' compensation, disability, death, and/or dismemberment insurance for the other Party's employees, contractors, vendors, or other workers. Nothing in this Agreement shall be construed as making either Party responsible for the payment of property, motor vehicle, or other insurance, on the other party's equipment, buildings, supplies, or other property or assets.

IV.

Notwithstanding Section III of this Agreement, if a Party hereto requests mutual aid assistance that requires a response that exceeds 12 consecutive hours, the Requesting Party shall reimburse the Responding Party its actual cost for providing mutual aid assistance to the Requesting Party after the first 12 hours, including costs for personnel, operation and maintenance of equipment, damaged equipment, food, lodging, and transportation, provided that, in no event shall the cost for a service or item be greater than the rate, as such rates are amended from time to time, set by the Federal Emergency Management Agency (FEMA) for the substantially same service or item. FEMA rates are available at <http://www.fema.gov/schedule-equipment-rates>. The Parties mutually agree that a Responding Party shall not be entitled to and will not seek reimbursement from a Requesting Party for either: (a) assistance provided that does not exceed 12 consecutive hours or (b) for assistance provided during the initial 12 hours of the response.

Each Party hereto agrees to comply with such statutory and constitutional provisions, or other contracts, rules, regulations, ordinances, guidelines, procedures, or conventions, as apply to it with regard to the appropriation of funds for the payment of contractual obligations. Each Party hereto understands and acknowledges, that funds for the payment of Harris County's obligations inuring under or out of this Agreement, irrespective of the nature thereof, are available to the extent such funds are appropriated by Order of Harris County Commissioners Court, and certified as provided by law, by the Harris County Auditor, as available from current funds set aside in the annual budget in which the expenditures are incurred before expenditure of such funds. It shall be the responsibility of each Responding Party to assure itself that sufficient funds have been allocated to pay for the services provided. In the event Harris County fails to appropriate sufficient funds to perform its obligations arising out of or in relation to this Agreement, Entity acknowledges and agrees that its sole and exclusive remedy is to terminate participation in this Agreement.

The Responding Party is responsible for the work it performs under this Agreement. No later than the 90th day after services are performed under this Agreement, the Responding Party shall submit an invoice to the Requesting Party. Supporting documentation as mutually agreed upon

will be supplied. The Responding Party shall maintain auditable records verifying each service or item and the dates provided. The Responding Party shall warrant that all billing data submitted is complete and truthful. The Requesting Party will review each invoice and statement and modify it as necessary and appropriate and, thereafter, forward the same to the appropriate official, in the case of Harris County to the Harris County Auditor, for payment. Requesting Party reserves the right to withhold payment of any questionable charges or expenses, including, but not limited to, any charges in excess of the rate set by FEMA for the substantially same service or item. Should the Requesting Party determine that any payment has been made to a Responding Party in excess or in error for any reason whatsoever, Requesting Party may recoup from the Responding Party the amount made in excess or in error. Within 90 days of receipt of a request for repayment of an amount made in excess or in error, the overpaid Party shall return the amount paid in excess or in error.

V.

Neither Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, agents, and volunteers as a result of its execution of this Agreement and the performance of the covenants contained herein. Furthermore, neither the terms of Section III and Section IV, nor any other provision in this Agreement, shall prohibit either Party from seeking financial aid or in-kind reimbursement from any state or federal agency or program.

Pursuant to section 421.062 of the Texas Government Code, the Responding Party is not responsible for any civil liability that arises from any act or omission made within the course and scope of its functions to provide a service under this Agreement that is related to a homeland security activity. The Parties understand and agree that the Requesting Party does not assume civil liability under any theory of law for the actions of the Responding Party in providing services hereunder.

If the equipment is damaged or destroyed, the owner may seek recovery through insurance acquired by the owner, reimbursement as set forth in Section IV, or through any other resources available to the owner.

VI.

This Agreement shall terminate on the last day of February of each year and shall automatically renew for a one-year term, subject to continued funding and certification of funds as referenced in Section IV, unless the governing body of either Party gives notice received no later than the preceding December 1 of its desire to terminate the agreement. Unless notice of termination is received by December 1, the agreement shall continue in force and remain binding subject to funding and certification as referenced in Section IV. Notwithstanding the above, the Emergency Management Coordinator of Harris County may suspend the operation of this agreement at any time during a term upon notice to the other party.

VII.

Except as otherwise provided in this Agreement, any notice required to be given under this Agreement shall be in writing and shall be duly served when it is deposited, enclosed in a

wrapper with the proper postage affixed and duly certified, return-receipt requested, in a United States post office, addressed to a Party at the following addresses.

To Harris County: Harris County Commissioners Court
1001 Preston, Suite 911
Houston, Texas 77002
Attention: Harris County Judge

With a copy to:
Harris County Office of Homeland Security & Emergency
Management
6922 Old Katy Road
Houston, Texas 77024
Attention: Emergency Management Coordinator

To _____:

_____, Texas _____
Attention: _____

Either Party may designate a different address by giving the other Party ten days' written notice.

VIII.

The Parties shall observe and comply with all applicable federal, Texas, and local laws, rules, ordinances, and regulations affecting the conduct of services provided and the performance of obligations undertaken by this Agreement. In case any one or more provisions contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IX.

The presiding officer of the governing body of each Party to this Agreement shall notify the Harris County Office of Homeland Security and Emergency Management (the "Office") of the manner in which the Party is providing or securing an emergency management program, identify the person who heads the agency responsible for the program, and furnish additional pertinent information that the Office requires. The person so designated shall accomplish training prescribed by the Office where applicable.

X.

This Agreement should be construed in a manner consistent with the Texas Disaster Act of 1975, chapter 418 of the Texas Government Code, and the Texas Interlocal Cooperation Act, chapter 791 of the Texas Government Code, as they may hereafter be amended. As used in this Agreement, the term "disaster" has the meaning given it in section 418.004 of the Texas Government Code.

XI.

Mandatory and exclusive venue of any dispute between the Parties to this Agreement shall be in Harris County, Texas.

XII.

This Agreement is not intended to be an exclusive agreement, and each Party may enter into other similar agreements.

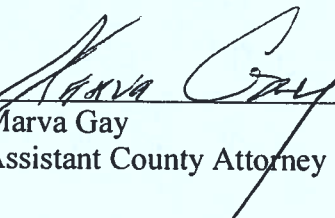
XIII.

This Agreement replaces and terminates any previous existing mutual aid agreement for like services entered into by the same Parties.

IN WITNESS WHEREOF, this instrument has been executed on behalf of Harris County by a duly authorized representative of Harris County, and on behalf of the City of Seabrook, Texas by an authorized representative of the City of Seabrook, Texas.

APPROVED AS TO FORM
VINCE RYAN
Harris County Attorney

HARRIS COUNTY

By: 
Marva Gay
Assistant County Attorney

By: _____
ED EMMETT
County Judge
Date Signed: _____

CITY OF SEABROOK

By: _____
Print Name: _____
Title: _____
Date Signed: _____

INTERLOCAL MUTUAL AID AGREEMENT

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into by and between the **City of Seabrook, Texas** ("Entity"), acting by and through its governing body, and **Harris County, Texas**, acting by and through its governing body, Harris County Commissioners Court. This Agreement is made pursuant to chapter 791 of the Texas Government Code (the Interlocal Cooperation Act) and chapter 418 of the Texas Government Code (the Texas Disaster Act of 1975) to the extent it applies to this Agreement. This Agreement does not apply to "law enforcement assistance" provided, or "mutual aid law enforcement task forces" created, under Chapter 362 of the Texas Local Government Code.

RECITALS:

The Parties hereto recognize the vulnerability of the people, communities and schools to damage, injury, and loss of life and property resulting from natural or man-made catastrophes, riots, or hostile military or paramilitary action, and other emergencies.

The full and effective utilization of the resources available to Entity and Harris County is necessary for the prompt and efficient rescue, care, and treatment of persons victimized or threatened by disaster.

Chapter 791 of the Texas Government Code authorizes interlocal agreements between local governmental entities such as Entity and Harris County. Chapter 791 authorizes such entities to contract for emergency assistance, section 791.27; governmental functions and services, section 791.011, including police protection and detention services; public health and welfare; planning; administrative functions; and, other governmental functions in which the contracting entities are mutually interested, section 791.003(3), such as those provided in chapter 418 of the Texas Government Code.

Section 418.107(c) of the Texas Government Code provides that a political subdivision may render aid to other subdivisions under mutual aid agreements.

The Parties hereto desire to enter into an agreement to provide mutual aid consistent with the mutual aid and emergency assistance plans approved by their governing body.

NOW, THEREFORE, Entity and Harris County, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

TERMS:

I.

If Entity is a county or incorporated city, both Entity and Harris County shall each appoint an Emergency Management Coordinator to take all steps necessary for the implementation of this Agreement. If Entity is an independent school district, public junior college district, emergency services district, other special district, joint board, or other entity defined as a political subdivision under the laws of the State of Texas that maintains the capability to provide mutual aid, or organized volunteer group as defined in Section 418.004(5) of the Texas Government Code, Entity's chief, highest ranking officer, or Emergency Management Coordinator, as applicable, shall take all steps necessary for the implementation of this Agreement.

II.

It shall be the duty of each Party to formulate emergency management plans and programs that incorporate the use of available resources, including personnel, equipment, buildings, and supplies necessary to provide mutual aid and emergency assistance. If Entity is a county or incorporated municipality, Entity shall have an approved Emergency Management Program as defined by the Texas Division of Emergency Management.

This Agreement shall apply to the dispatch of emergency service responses by either or both Parties in response to a disaster as that term is defined in section 418.004 of the Texas Government Code, and in response to actual and imminent incidents that endanger the health, safety, or welfare of the public and require the use of special equipment, trained personnel, or personnel in larger number than are locally available in order to reduce, counteract, or remove the danger caused by the incident. This Agreement includes the provision of materials, supplies, equipment, and other forms of aid by and between the Parties including the staffing and equipping of emergency operations, and participation by personnel in exercises, drills, or other training activities designed to train and prepare for, cope with, respond to, recover from, or prevent the occurrence of any disaster.

In carrying out emergency management plans and programs, the Parties shall, insofar as possible, provide and follow uniform standards, practices and rules and regulations, including but not limited to the following:

- Warnings and signals for exercises or disasters and the mechanical devices to be used in connection therewith.
- Shutting off water mains, gas mains, and electric power connections, and the suspension of all other utility services.
- Selection of all materials, equipment or buildings used or to be used for emergency management purposes to assure that such materials and equipment will be easily and freely interchangeable when used by either Party hereto.
- The conduct of civilians and the movement and cessation of movement of pedestrian and vehicular traffic prior to, during, and subsequent to exercises or disasters.
- The safety of public meetings or gatherings.

As further set forth below, each Party shall coordinate the emergency responses within its scope of responsibility under this Agreement.

Either Party, when requested to provide mutual aid or emergency assistance, may take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof, provided however, the Party rendering aid (the "Responding Party") to the Party receiving assistance (the "Requesting Party") may withhold resources to the extent necessary to provide other necessary governmental functions for itself.

When a request for emergency assistance is received, law enforcement, fire, emergency response personnel, and other resources shall be subject to the command and control of their respective agencies. However, the respective agencies shall coordinate their emergency responses and resources through the emergency management authorities of the Requesting Party. Any request for aid shall specify the amount and type of resources requested. However, the Responding Party shall determine the specific resources furnished. The personnel and resources deployed by the Responding Party shall report to the officer in charge of the incident and report through the incident chain of command. The Responding Party shall be released by the Requesting Party when the reserves of the Responding Party are no longer required or when the resources are needed within the Responding Party's normal emergency service area.

If Entity is a county with an Emergency Management Coordinator, each request for mutual aid assistance shall be made through the Emergency Management Coordinator of the Requesting Party to the Emergency Management Coordinator of the Responding Party.

If Entity is an incorporated municipality without an Emergency Management Coordinator, independent school district, public junior college district, emergency services district, other special district, joint board, or other entity defined as a political subdivision under the laws of the State of Texas that maintains the capability to provide mutual aid, or organized volunteer group as defined in Section 418.004(5) of the Texas Government Code, Entity's requests for mutual aid assistance shall be made through Entity's chief or highest ranking officer to Harris County's Emergency Management Coordinator, Sheriff, Fire Marshal, Public Health Director, or an elected Constable. Harris County's requests for mutual aid assistance shall be made through its Emergency Management Coordinator, Sheriff, Fire Marshal, Public Health Director, or an elected Constable to Entity's chief or highest ranking officer.

In the event of rapidly developing emergencies occurring within the jurisdiction of the Requesting Party and near the Responding Party's boundary, the Responding Party's law enforcement and/or emergency responders will respond as they are able, without the prior request of the Requesting Party, as provided by applicable law. The Responding Party's emergency response units will establish control of the scene. The Responding Party and staff representing other governmental entities requested to provide mutual assistance will provide assistance and resources as available in accordance with the existing emergency management plans and programs. The Responding Party's resources will remain on the scene as needed. In such event this Agreement shall be in effect.

When mutual aid assistance will be provided for more than 12 consecutive hours, the Requesting Party shall, prior to the expiration of the 12th hour, confirm in writing to the Responding Party that the Requesting Party desires continued mutual aid assistance from the Responding Party. Notwithstanding the above, if, due to the nature of the emergency, disaster, or other condition requiring mutual aid, the Requesting Party cannot confirm its request for continued mutual aid assistance before the expiration of the 12th hour, the written request must be sent as soon as practicable, but in all cases, within 90 days of the verbal request.

III.

Nothing in this Agreement shall be construed as making either Party responsible for the payment of compensation and/or any benefits including, but not limited to, health, workers' compensation, disability, death, and/or dismemberment insurance for the other Party's employees, contractors, vendors, or other workers. Nothing in this Agreement shall be construed as making either Party responsible for the payment of property, motor vehicle, or other insurance, on the other party's equipment, buildings, supplies, or other property or assets.

IV.

Notwithstanding Section III of this Agreement, if a Party hereto requests mutual aid assistance that requires a response that exceeds 12 consecutive hours, the Requesting Party shall reimburse the Responding Party its actual cost for providing mutual aid assistance to the Requesting Party after the first 12 hours, including costs for personnel, operation and maintenance of equipment, damaged equipment, food, lodging, and transportation, provided that, in no event shall the cost for a service or item be greater than the rate, as such rates are amended from time to time, set by the Federal Emergency Management Agency (FEMA) for the substantially same service or item. FEMA rates are available at <http://www.fema.gov/schedule-equipment-rates>. The Parties mutually agree that a Responding Party shall not be entitled to and will not seek reimbursement from a Requesting Party for either: (a) assistance provided that does not exceed 12 consecutive hours or (b) for assistance provided during the initial 12 hours of the response.

Each Party hereto agrees to comply with such statutory and constitutional provisions, or other contracts, rules, regulations, ordinances, guidelines, procedures, or conventions, as apply to it with regard to the appropriation of funds for the payment of contractual obligations. Each Party hereto understands and acknowledges, that funds for the payment of Harris County's obligations inuring under or out of this Agreement, irrespective of the nature thereof, are available to the extent such funds are appropriated by Order of Harris County Commissioners Court, and certified as provided by law, by the Harris County Auditor, as available from current funds set aside in the annual budget in which the expenditures are incurred before expenditure of such funds. It shall be the responsibility of each Responding Party to assure itself that sufficient funds have been allocated to pay for the services provided. In the event Harris County fails to appropriate sufficient funds to perform its obligations arising out of or in relation to this Agreement, Entity acknowledges and agrees that its sole and exclusive remedy is to terminate participation in this Agreement.

The Responding Party is responsible for the work it performs under this Agreement. No later than the 90th day after services are performed under this Agreement, the Responding Party shall submit an invoice to the Requesting Party. Supporting documentation as mutually agreed upon

will be supplied. The Responding Party shall maintain auditable records verifying each service or item and the dates provided. The Responding Party shall warrant that all billing data submitted is complete and truthful. The Requesting Party will review each invoice and statement and modify it as necessary and appropriate and, thereafter, forward the same to the appropriate official, in the case of Harris County to the Harris County Auditor, for payment. Requesting Party reserves the right to withhold payment of any questionable charges or expenses, including, but not limited to, any charges in excess of the rate set by FEMA for the substantially same service or item. Should the Requesting Party determine that any payment has been made to a Responding Party in excess or in error for any reason whatsoever, Requesting Party may recoup from the Responding Party the amount made in excess or in error. Within 90 days of receipt of a request for repayment of an amount made in excess or in error, the overpaid Party shall return the amount paid in excess or in error.

V.

Neither Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, agents, and volunteers as a result of its execution of this Agreement and the performance of the covenants contained herein. Furthermore, neither the terms of Section III and Section IV, nor any other provision in this Agreement, shall prohibit either Party from seeking financial aid or in-kind reimbursement from any state or federal agency or program.

Pursuant to section 421.062 of the Texas Government Code, the Responding Party is not responsible for any civil liability that arises from any act or omission made within the course and scope of its functions to provide a service under this Agreement that is related to a homeland security activity. The Parties understand and agree that the Requesting Party does not assume civil liability under any theory of law for the actions of the Responding Party in providing services hereunder.

If the equipment is damaged or destroyed, the owner may seek recovery through insurance acquired by the owner, reimbursement as set forth in Section IV, or through any other resources available to the owner.

VI.

This Agreement shall terminate on the last day of February of each year and shall automatically renew for a one-year term, subject to continued funding and certification of funds as referenced in Section IV, unless the governing body of either Party gives notice received no later than the preceding December 1 of its desire to terminate the agreement. Unless notice of termination is received by December 1, the agreement shall continue in force and remain binding subject to funding and certification as referenced in Section IV. Notwithstanding the above, the Emergency Management Coordinator of Harris County may suspend the operation of this agreement at any time during a term upon notice to the other party.

VII.

Except as otherwise provided in this Agreement, any notice required to be given under this Agreement shall be in writing and shall be duly served when it is deposited, enclosed in a

wrapper with the proper postage affixed and duly certified, return-receipt requested, in a United States post office, addressed to a Party at the following addresses.

To Harris County:

Harris County Commissioners Court
1001 Preston, Suite 911
Houston, Texas 77002
Attention: Harris County Judge

With a copy to:
Harris County Office of Homeland Security & Emergency
Management
6922 Old Katy Road
Houston, Texas 77024
Attention: Emergency Management Coordinator

To _____:

_____, Texas _____
Attention: _____

Either Party may designate a different address by giving the other Party ten days' written notice.

VIII.

The Parties shall observe and comply with all applicable federal, Texas, and local laws, rules, ordinances, and regulations affecting the conduct of services provided and the performance of obligations undertaken by this Agreement. In case any one or more provisions contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IX.

The presiding officer of the governing body of each Party to this Agreement shall notify the Harris County Office of Homeland Security and Emergency Management (the "Office") of the manner in which the Party is providing or securing an emergency management program, identify the person who heads the agency responsible for the program, and furnish additional pertinent information that the Office requires. The person so designated shall accomplish training prescribed by the Office where applicable.

X.

This Agreement should be construed in a manner consistent with the Texas Disaster Act of 1975, chapter 418 of the Texas Government Code, and the Texas Interlocal Cooperation Act, chapter 791 of the Texas Government Code, as they may hereafter be amended. As used in this Agreement, the term "disaster" has the meaning given it in section 418.004 of the Texas Government Code.

XI.

Mandatory and exclusive venue of any dispute between the Parties to this Agreement shall be in Harris County, Texas.

XII.

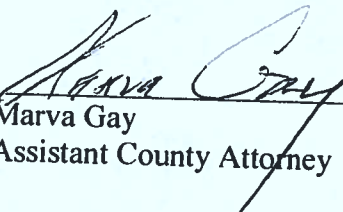
This Agreement is not intended to be an exclusive agreement, and each Party may enter into other similar agreements.

XIII.

This Agreement replaces and terminates any previous existing mutual aid agreement for like services entered into by the same Parties.

IN WITNESS WHEREOF, this instrument has been executed on behalf of Harris County by a duly authorized representative of Harris County, and on behalf of the City of Seabrook, Texas by an authorized representative of the City of Seabrook, Texas.

APPROVED AS TO FORM
VINCE RYAN
Harris County Attorney

By: 
Marva Gay
Assistant County Attorney

HARRIS COUNTY

By: _____
ED EMMETT
County Judge
Date Signed: _____

CITY OF SEABROOK

By: _____
Print Name: _____
Title: _____
Date Signed: _____

INTERLOCAL MUTUAL AID AGREEMENT

THE STATE OF TEXAS

COUNTY OF HARRIS

§
§
§

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into by and between the **City of Seabrook, Texas** ("Entity"), acting by and through its governing body, and **Harris County, Texas**, acting by and through its governing body, Harris County Commissioners Court. This Agreement is made pursuant to chapter 791 of the Texas Government Code (the Interlocal Cooperation Act) and chapter 418 of the Texas Government Code (the Texas Disaster Act of 1975) to the extent it applies to this Agreement. This Agreement does not apply to "law enforcement assistance" provided, or "mutual aid law enforcement task forces" created, under Chapter 362 of the Texas Local Government Code.

RECITALS:

The Parties hereto recognize the vulnerability of the people, communities and schools to damage, injury, and loss of life and property resulting from natural or man-made catastrophes, riots, or hostile military or paramilitary action, and other emergencies.

The full and effective utilization of the resources available to Entity and Harris County is necessary for the prompt and efficient rescue, care, and treatment of persons victimized or threatened by disaster.

Chapter 791 of the Texas Government Code authorizes interlocal agreements between local governmental entities such as Entity and Harris County. Chapter 791 authorizes such entities to contract for emergency assistance, section 791.27; governmental functions and services, section 791.011, including police protection and detention services; public health and welfare; planning; administrative functions; and, other governmental functions in which the contracting entities are mutually interested, section 791.003(3), such as those provided in chapter 418 of the Texas Government Code.

Section 418.107(c) of the Texas Government Code provides that a political subdivision may render aid to other subdivisions under mutual aid agreements.

The Parties hereto desire to enter into an agreement to provide mutual aid consistent with the mutual aid and emergency assistance plans approved by their governing body.

NOW, THEREFORE, Entity and Harris County, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

TERMS:

I.

If Entity is a county or incorporated city, both Entity and Harris County shall each appoint an Emergency Management Coordinator to take all steps necessary for the implementation of this Agreement. If Entity is an independent school district, public junior college district, emergency services district, other special district, joint board, or other entity defined as a political subdivision under the laws of the State of Texas that maintains the capability to provide mutual aid, or organized volunteer group as defined in Section 418.004(5) of the Texas Government Code, Entity's chief, highest ranking officer, or Emergency Management Coordinator, as applicable, shall take all steps necessary for the implementation of this Agreement.

II.

It shall be the duty of each Party to formulate emergency management plans and programs that incorporate the use of available resources, including personnel, equipment, buildings, and supplies necessary to provide mutual aid and emergency assistance. If Entity is a county or incorporated municipality, Entity shall have an approved Emergency Management Program as defined by the Texas Division of Emergency Management.

This Agreement shall apply to the dispatch of emergency service responses by either or both Parties in response to a disaster as that term is defined in section 418.004 of the Texas Government Code, and in response to actual and imminent incidents that endanger the health, safety, or welfare of the public and require the use of special equipment, trained personnel, or personnel in larger number than are locally available in order to reduce, counteract, or remove the danger caused by the incident. This Agreement includes the provision of materials, supplies, equipment, and other forms of aid by and between the Parties including the staffing and equipping of emergency operations, and participation by personnel in exercises, drills, or other training activities designed to train and prepare for, cope with, respond to, recover from, or prevent the occurrence of any disaster.

In carrying out emergency management plans and programs, the Parties shall, insofar as possible, provide and follow uniform standards, practices and rules and regulations, including but not limited to the following:

- Warnings and signals for exercises or disasters and the mechanical devices to be used in connection therewith.
- Shutting off water mains, gas mains, and electric power connections, and the suspension of all other utility services.
- Selection of all materials, equipment or buildings used or to be used for emergency management purposes to assure that such materials and equipment will be easily and freely interchangeable when used by either Party hereto.
- The conduct of civilians and the movement and cessation of movement of pedestrian and vehicular traffic prior to, during, and subsequent to exercises or disasters.
- The safety of public meetings or gatherings.

As further set forth below, each Party shall coordinate the emergency responses within its scope of responsibility under this Agreement.

Either Party, when requested to provide mutual aid or emergency assistance, may take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof, provided however, the Party rendering aid (the "Responding Party") to the Party receiving assistance (the "Requesting Party") may withhold resources to the extent necessary to provide other necessary governmental functions for itself.

When a request for emergency assistance is received, law enforcement, fire, emergency response personnel, and other resources shall be subject to the command and control of their respective agencies. However, the respective agencies shall coordinate their emergency responses and resources through the emergency management authorities of the Requesting Party. Any request for aid shall specify the amount and type of resources requested. However, the Responding Party shall determine the specific resources furnished. The personnel and resources deployed by the Responding Party shall report to the officer in charge of the incident and report through the incident chain of command. The Responding Party shall be released by the Requesting Party when the reserves of the Responding Party are no longer required or when the resources are needed within the Responding Party's normal emergency service area.

If Entity is a county with an Emergency Management Coordinator, each request for mutual aid assistance shall be made through the Emergency Management Coordinator of the Requesting Party to the Emergency Management Coordinator of the Responding Party.

If Entity is an incorporated municipality without an Emergency Management Coordinator, independent school district, public junior college district, emergency services district, other special district, joint board, or other entity defined as a political subdivision under the laws of the State of Texas that maintains the capability to provide mutual aid, or organized volunteer group as defined in Section 418.004(5) of the Texas Government Code, Entity's requests for mutual aid assistance shall be made through Entity's chief or highest ranking officer to Harris County's Emergency Management Coordinator, Sheriff, Fire Marshal, Public Health Director, or an elected Constable. Harris County's requests for mutual aid assistance shall be made through its Emergency Management Coordinator, Sheriff, Fire Marshal, Public Health Director, or an elected Constable to Entity's chief or highest ranking officer.

In the event of rapidly developing emergencies occurring within the jurisdiction of the Requesting Party and near the Responding Party's boundary, the Responding Party's law enforcement and/or emergency responders will respond as they are able, without the prior request of the Requesting Party, as provided by applicable law. The Responding Party's emergency response units will establish control of the scene. The Responding Party and staff representing other governmental entities requested to provide mutual assistance will provide assistance and resources as available in accordance with the existing emergency management plans and programs. The Responding Party's resources will remain on the scene as needed. In such event this Agreement shall be in effect.

When mutual aid assistance will be provided for more than 12 consecutive hours, the Requesting Party shall, prior to the expiration of the 12th hour, confirm in writing to the Responding Party that the Requesting Party desires continued mutual aid assistance from the Responding Party. Notwithstanding the above, if, due to the nature of the emergency, disaster, or other condition requiring mutual aid, the Requesting Party cannot confirm its request for continued mutual aid assistance before the expiration of the 12th hour, the written request must be sent as soon as practicable, but in all cases, within 90 days of the verbal request.

III.

Nothing in this Agreement shall be construed as making either Party responsible for the payment of compensation and/or any benefits including, but not limited to, health, workers' compensation, disability, death, and/or dismemberment insurance for the other Party's employees, contractors, vendors, or other workers. Nothing in this Agreement shall be construed as making either Party responsible for the payment of property, motor vehicle, or other insurance, on the other party's equipment, buildings, supplies, or other property or assets.

IV.

Notwithstanding Section III of this Agreement, if a Party hereto requests mutual aid assistance that requires a response that exceeds 12 consecutive hours, the Requesting Party shall reimburse the Responding Party its actual cost for providing mutual aid assistance to the Requesting Party after the first 12 hours, including costs for personnel, operation and maintenance of equipment, damaged equipment, food, lodging, and transportation, provided that, in no event shall the cost for a service or item be greater than the rate, as such rates are amended from time to time, set by the Federal Emergency Management Agency (FEMA) for the substantially same service or item. FEMA rates are available at <http://www.fema.gov/schedule-equipment-rates>. The Parties mutually agree that a Responding Party shall not be entitled to and will not seek reimbursement from a Requesting Party for either: (a) assistance provided that does not exceed 12 consecutive hours or (b) for assistance provided during the initial 12 hours of the response.

Each Party hereto agrees to comply with such statutory and constitutional provisions, or other contracts, rules, regulations, ordinances, guidelines, procedures, or conventions, as apply to it with regard to the appropriation of funds for the payment of contractual obligations. Each Party hereto understands and acknowledges, that funds for the payment of Harris County's obligations inuring under or out of this Agreement, irrespective of the nature thereof, are available to the extent such funds are appropriated by Order of Harris County Commissioners Court, and certified as provided by law, by the Harris County Auditor, as available from current funds set aside in the annual budget in which the expenditures are incurred before expenditure of such funds. It shall be the responsibility of each Responding Party to assure itself that sufficient funds have been allocated to pay for the services provided. In the event Harris County fails to appropriate sufficient funds to perform its obligations arising out of or in relation to this Agreement, Entity acknowledges and agrees that its sole and exclusive remedy is to terminate participation in this Agreement.

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will be supplied. The Responding Party shall maintain auditable records verifying each service or item and the dates provided. The Responding Party shall warrant that all billing data submitted is complete and truthful. The Requesting Party will review each invoice and statement and modify it as necessary and appropriate and, thereafter, forward the same to the appropriate official, in the case of Harris County to the Harris County Auditor, for payment. Requesting Party reserves the right to withhold payment of any questionable charges or expenses, including, but not limited to, any charges in excess of the rate set by FEMA for the substantially same service or item. Should the Requesting Party determine that any payment has been made to a Responding Party in excess or in error for any reason whatsoever, Requesting Party may recoup from the Responding Party the amount made in excess or in error. Within 90 days of receipt of a request for repayment of an amount made in excess or in error, the overpaid Party shall return the amount paid in excess or in error.

V.

Neither Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, agents, and volunteers as a result of its execution of this Agreement and the performance of the covenants contained herein. Furthermore, neither the terms of Section III and Section IV, nor any other provision in this Agreement, shall prohibit either Party from seeking financial aid or in-kind reimbursement from any state or federal agency or program.

Pursuant to section 421.062 of the Texas Government Code, the Responding Party is not responsible for any civil liability that arises from any act or omission made within the course and scope of its functions to provide a service under this Agreement that is related to a homeland security activity. The Parties understand and agree that the Requesting Party does not assume civil liability under any theory of law for the actions of the Responding Party in providing services hereunder.

If the equipment is damaged or destroyed, the owner may seek recovery through insurance acquired by the owner, reimbursement as set forth in Section IV, or through any other resources available to the owner.

VI.

This Agreement shall terminate on the last day of February of each year and shall automatically renew for a one-year term, subject to continued funding and certification of funds as referenced in Section IV, unless the governing body of either Party gives notice received no later than the preceding December 1 of its desire to terminate the agreement. Unless notice of termination is received by December 1, the agreement shall continue in force and remain binding subject to funding and certification as referenced in Section IV. Notwithstanding the above, the Emergency Management Coordinator of Harris County may suspend the operation of this agreement at any time during a term upon notice to the other party.

VII.

Except as otherwise provided in this Agreement, any notice required to be given under this Agreement shall be in writing and shall be duly served when it is deposited, enclosed in a

wrapper with the proper postage affixed and duly certified, return-receipt requested, in a United States post office, addressed to a Party at the following addresses.

To Harris County:

Harris County Commissioners Court
1001 Preston, Suite 911
Houston, Texas 77002
Attention: Harris County Judge

With a copy to:

Harris County Office of Homeland Security & Emergency
Management
6922 Old Katy Road
Houston, Texas 77024
Attention: Emergency Management Coordinator

To _____:

_____, Texas _____
Attention: _____

Either Party may designate a different address by giving the other Party ten days' written notice.

VIII.

The Parties shall observe and comply with all applicable federal, Texas, and local laws, rules, ordinances, and regulations affecting the conduct of services provided and the performance of obligations undertaken by this Agreement. In case any one or more provisions contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IX.

The presiding officer of the governing body of each Party to this Agreement shall notify the Harris County Office of Homeland Security and Emergency Management (the "Office") of the manner in which the Party is providing or securing an emergency management program, identify the person who heads the agency responsible for the program, and furnish additional pertinent information that the Office requires. The person so designated shall accomplish training prescribed by the Office where applicable.

X.

This Agreement should be construed in a manner consistent with the Texas Disaster Act of 1975, chapter 418 of the Texas Government Code, and the Texas Interlocal Cooperation Act, chapter 791 of the Texas Government Code, as they may hereafter be amended. As used in this Agreement, the term "disaster" has the meaning given it in section 418.004 of the Texas Government Code.

XI.

Mandatory and exclusive venue of any dispute between the Parties to this Agreement shall be in Harris County, Texas.

XII.

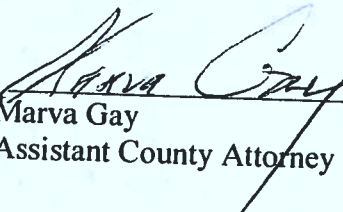
This Agreement is not intended to be an exclusive agreement, and each Party may enter into other similar agreements.

XIII.

This Agreement replaces and terminates any previous existing mutual aid agreement for like services entered into by the same Parties.

IN WITNESS WHEREOF, this instrument has been executed on behalf of Harris County by a duly authorized representative of Harris County, and on behalf of the City of Seabrook, Texas by an authorized representative of the City of Seabrook, Texas.

APPROVED AS TO FORM
VINCE RYAN
Harris County Attorney

By: 
Marva Gay
Assistant County Attorney

HARRIS COUNTY

By: _____
ED EMMETT
County Judge
Date Signed: _____

CITY OF SEABROOK

By: _____
Print Name: _____
Title: _____
Date Signed: _____



***CITY
OF
SEABROOK***

**AGENDA
BRIEFING**

Date of Meeting: TUESDAY, JULY 15, 2014

Submitter/Requestor: Sean Landis

Date Submitted: 7/1/2014 8:58:40 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:

1 New Residential permit was issued for the month of June, totaling \$321,390.
4 New Commercial permits were issued for the month of June, totaling \$9,591,500.
2801 E Nasa Parkway (Tires by Design)
5801 Bayport Blvd (Gulf Winds)
313 Todville (Fish Market)
3324 E Nasa Parkway (Valero)

Attachments:

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

Building Report

Fire Inspections Report

Code Enforcement

**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 Building Report for June 2014. (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.)

New Residential Buildings

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

[illegible]

Building Department Statistics JUNE 2014

PERMIT TYPES	# ISSUED	VALUATION	FEES PAID
New Residential	1	\$321,390.01	\$1,689.00
Building Additions	10	\$166,790.00	\$2,165.00
New Commercial	4	\$9,591,500.00	\$32,736.00
Commercial Additions	3	\$170,800.00	\$1,755.00
New City	0	\$0.00	\$0.00
City Additions	0	\$0.00	\$0.00
Electrical	15	\$426,821.00	\$2,481.50
Fill	0	\$0.00	\$0.00
Irrigation	0	\$0.00	\$0.00
Mechanical	12	\$114,925.50	\$2,022.00
Plumbing	13	\$28,920.00	\$590.00
Sign	0	\$0.00	\$0.00
Demolition	0	\$0.00	\$0.00
Fire/Sprinkler	0	\$0.00	\$0.00
Miscellaneous	7	\$30,050.00	\$637.50
TOTALS	65	\$10,851,196.51	\$44,076.00

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {06/01/2014} And
{06/30/2014}

NASA2001 Anchor Car Wash
 2001 Nasa Pkwy
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/30/2014		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

ANDERS1405 Anchor Marine Insurance
 1405 Anders AVE
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/27/2014		200 INSPECTION - Annual	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
06/30/2014		200 INSPECTION - Annual	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
06/13/2014		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

FIRST1700 City Hall / Police Department
 1700 1st (First) ST

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {06/01/2014} And
{06/30/2014}

Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/20/2014		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

NASA2900#300 Creative Nails #2
2900 Nasa Pkwy
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/30/2014		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

CHIL01 D & C Inspection Services
2215 Repsdorph
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/20/2014		810 CONSULTATION - Site	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT2912B Davis Marine Electronics
2912 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/27/2014		200 INSPECTION - Annual	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
06/30/2014		200 INSPECTION - Annual	0.00	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {06/01/2014} And
{06/30/2014}NASA3659#E Domino's Pizza
3659 Nasa Pkwy
Seabrook, TX 77586

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

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

Date	Time	Type	Staff Hrs	Fee
06/27/2014		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

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

Date	Time	Type	Staff Hrs	Fee
06/30/2014		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

THIRD1402 Gulf Coast Limestone
1402 3rd (Third) ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/27/2014		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

240001 Gulf Winds Storage
5300 Highway 146 (Seabrook) HWY
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
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Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {06/01/2014} And
{06/30/2014}

240001 Gulf Winds Storage
5300 Highway 146 (Seabrook) HWY
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/06/2014	122	PLAN REVIEW - Sprinkler System	0.00	
06/13/2014	190	PLAN REVIEW - Other	0.00	
06/20/2014	122	PLAN REVIEW - Sprinkler System	0.00	
Total Activities for Occupancy: 4			0.00	

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

Date	Time	Type	Staff Hrs	Fee
06/27/2014	200	INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

NASA3636 La Quinta Inn
3636 Nasa Pkwy
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/06/2014	205	INSPECTION - Follow Up	0.00	
06/20/2014	205	INSPECTION - Follow Up	0.00	
06/20/2014	800	CONSULTATION - General	0.00	
Total Activities for Occupancy: 3			0.00	

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

Date	Time	Type	Staff Hrs	Fee
06/27/2014	200	INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {06/01/2014} And
{06/30/2014}

LAKE03 Lakeside Yachting Center
 2515 Nasa Pkwy
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/27/2014		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

LAKE04 Lakeside Yachting Center
 2515 Nasa Pkwy
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/27/2014		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

NASA2511B Lakeside Yachting Center
 2511 Nasa Pkwy
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/27/2014		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

NASA2517-A Lakeside Yachting Center
 2517 Nasa Pkwy
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/27/2014		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

LAKE02 Lakewood Townhomes
 Lakewood DR
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/30/2014	13:24			

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {06/01/2014} And
{06/30/2014}LAKE02 Lakewood Townhomes
 Lakewood DR
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/13/2014		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

NASA 2425 Lakewood Yacht Club
 2425 Nasa Pkwy
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/13/2014		290 INSPECTION - Other	0.00	
Total Activities for Occupancy: 1			0.00	

SECONDDST1710 Lyna Dry Cleaners
 1710 2nd (Second) ST
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/13/2014		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT2001 Maxum Scuba
 2001 Bayport Blvd (SH 146)
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/20/2014		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

SECONDD1605 Midnight Slice
 1605 2nd (Second) ST
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
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06/30/2014 13:24

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {06/01/2014} And
{06/30/2014}SECOND1605 Midnight Slice
 1605 2nd (Second) ST
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/30/2014		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

NASA3524 Nasa Laundrymat and Cleaners
 3524 Nasa Pkwy
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/06/2014		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

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

Date	Time	Type	Staff Hrs	Fee
06/13/2014		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

NASA2727 Pirates Landing Apartments
 2727 Nasa Pkwy
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/20/2014		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

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

Date	Time	Type	Staff Hrs	Fee
06/30/2014	13:24			

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {06/01/2014} And
{06/30/2014}SEAB03 Seabreeze Condos 911 Box
 709 Gale ST
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/20/2014		200 INSPECTION - Annual	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
06/30/2014		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

NASA2515 Subway
 2515 Nasa Pkwy
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/30/2014		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

SECOND1706 TP Nails
 1706 2nd (Second) ST
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/13/2014		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

NASA2622STE. Taquaria Nasa
 2622 Nasa Pkwy
 Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/30/2014	13:24			

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {06/01/2014} And
{06/30/2014}NASA2622STE. Taquaria Nasa
2622 Nasa Pkwy
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/30/2014		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

THEP01 The Point at Taylor Lake Gate
4102 Boardwalk ST
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/13/2014		205 INSPECTION - Follow Up	0.00	
Total Activities for Occupancy: 1			0.00	

BAYPORT1505 Thompson Power Sport Inc.
1505 Bayport Blvd (SH 146)
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/06/2014		205 INSPECTION - Follow Up	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
06/27/2014		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

KUMO01 Vacant
2900 Nasa Pkwy
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/30/2014	13:24			

Seabrook Volunteer Fire Department

Inspections by Occupancy

Date Completed Between {06/01/2014} And
{06/30/2014}KUM001 Vacant
2900 Nasa Pkwy
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/30/2014		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

NASA3144 Vacant
3144 Nasa Pkwy
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/30/2014		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

VACA09 Vacant
2320 Nasa Pkwy
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/30/2014		200 INSPECTION - Annual	0.00	
Total Activities for Occupancy: 1			0.00	

VILL01 Villas by the Sea
2800 Nasa Pkwy
P.O. Box 74
Seabrook, TX 77586

Date	Time	Type	Staff Hrs	Fee
06/06/2014		200 INSPECTION - Annual	0.00	
06/20/2014		220 INSPECTION - Fire Protection	0.00	
Total Activities for Occupancy: 2			0.00	

Grand Total Activities: 46

Grand Totals: 0.00 0.00

Code Enforcement Update for June 2014

- **Building Inspections Completed**

- April: 110
- May: 125
- June: 107

- **Open Code Enforcement Cases:**

- April: 216
- May: 243
- June: 268

- **Code Enforcement Abatement Liens Filed during budget year 2013 - 2014:**

- May: (6) Liens: mowing & debris removal \$1,735.11
- July: (7) Liens: mowing & Debris Removal \$2,057.62
- September: (6) Liens: mowing & debris removal \$1,758.71
- December: (4) Liens: Mowing & debris removal \$1,371.00
- May: (8) Liens: mowing & debris removal \$2,340.77

- **Code Enforcement Abatement Liens Paid during budget year 2013 - 2014:**

- December: (1) Lien: mowing & Debris Removal \$496.87
- January: (8) Liens: Mowing & debris removal \$2,806.12
- April: (7) Liens, Mowing & Debris removal, Demo \$7,388.39
- June: (7) Liens, mowing & debris removal \$2,040.51



CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: July 15, 2014

Submitter/Requestor: Chief Wright

Date Submitted: July 10, 2014

Presenter: N/A

Description/Subject: *Monthly Public Safety Statistics Report May 2014*

Purpose/Need: Policy Issue ☐ Administrative Issue ☒ X: The public safety agencies will show activity through the statistical data monthly.

Background/Issue:

Mayor and City Council request a monthly report for the activity of the public safety agencies for the city. The reports are created by the individual agencies and submitted by the Chief of Police.

Impacted Parties (Expected/Notified):

Miscellaneous Comments:

Recommended Action:

Attachments:

Police Department Report, Fire Department Report, CLEMC Report

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

Finance Officer Review:

Budget Dept/Line Item Number _____

Funding Comments:

Where on the agenda should this item be placed?

CONSENT AGENDA

Agenda Briefing Form
Page 2

Suggested Motion:

City Manager Review:

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

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

Sent to City Attorney for review _____

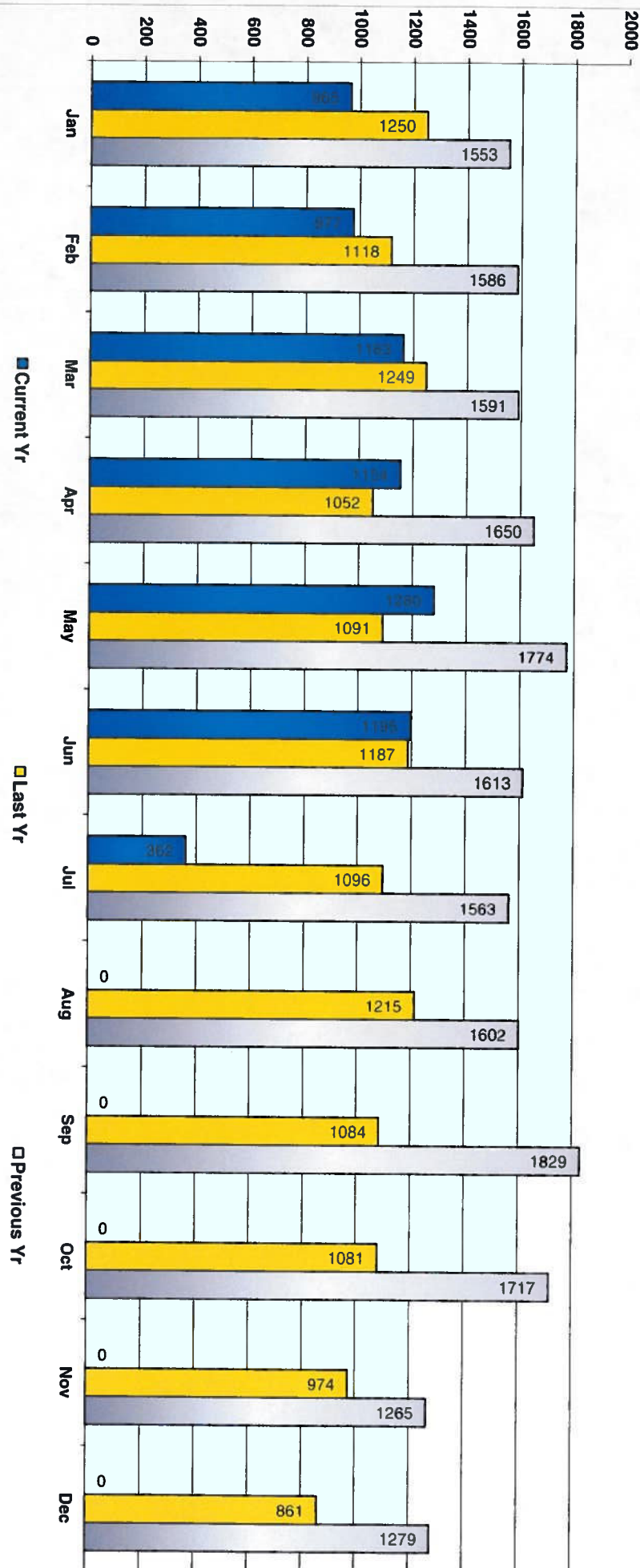
(City Attorney should review all ordinances, resolutions, contracts and executive session items.)

Received and accepted by the City Secretary/Assistant _____

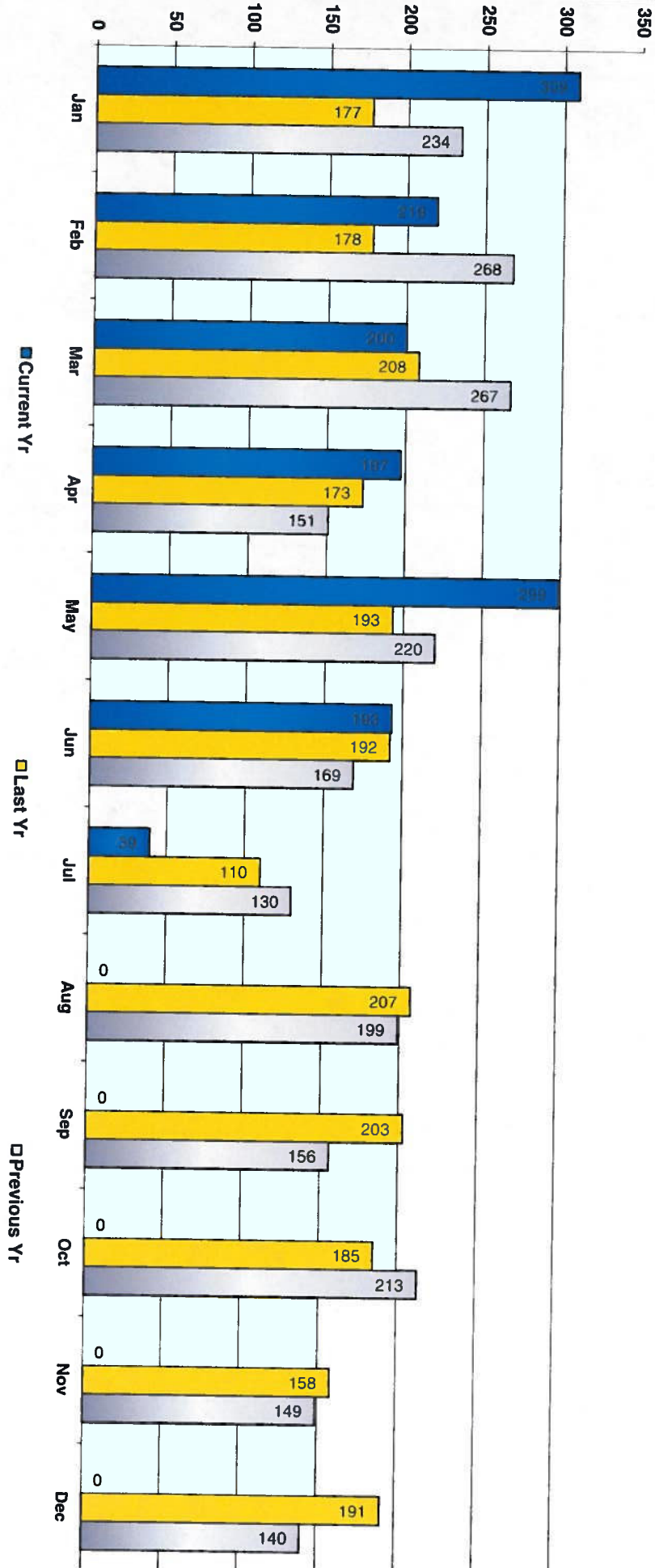
Returned by the City Secretary/Assistant (If incomplete) _____

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

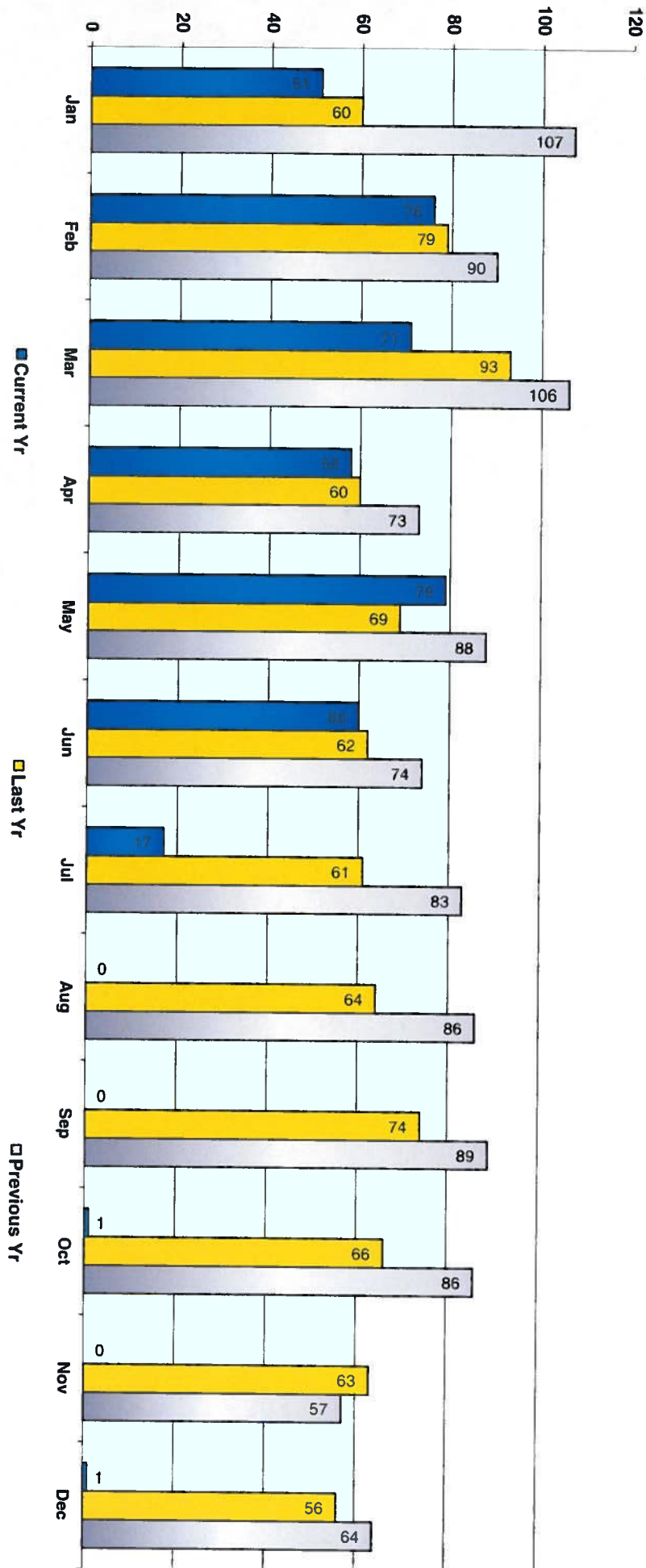
**Seabrook Police Department
Total Calls-For-Service
As Of July 10, 2014**



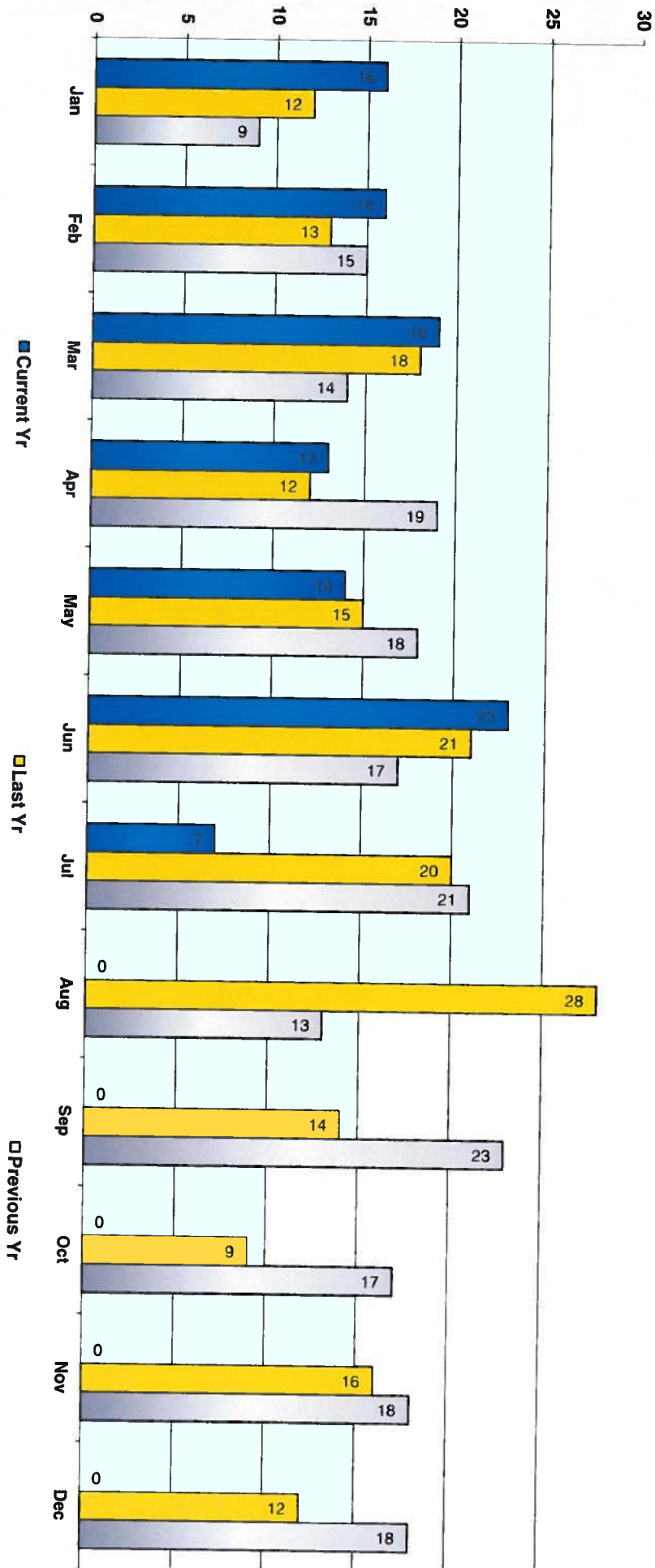
**Seabrook Police Department
Total Traffic Tickets
As Of July 10, 2014**



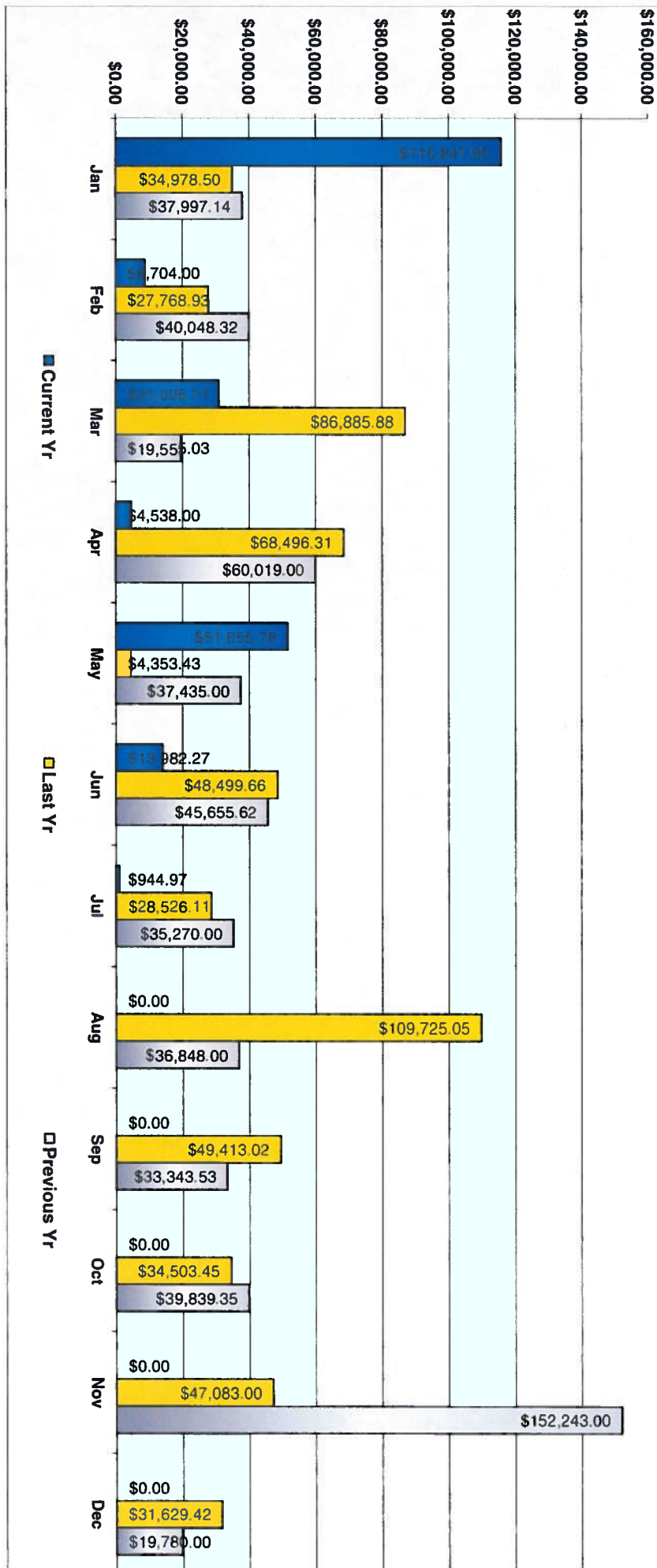
**Seabrook Police Department
Total Arrests
As Of July 10, 2014**



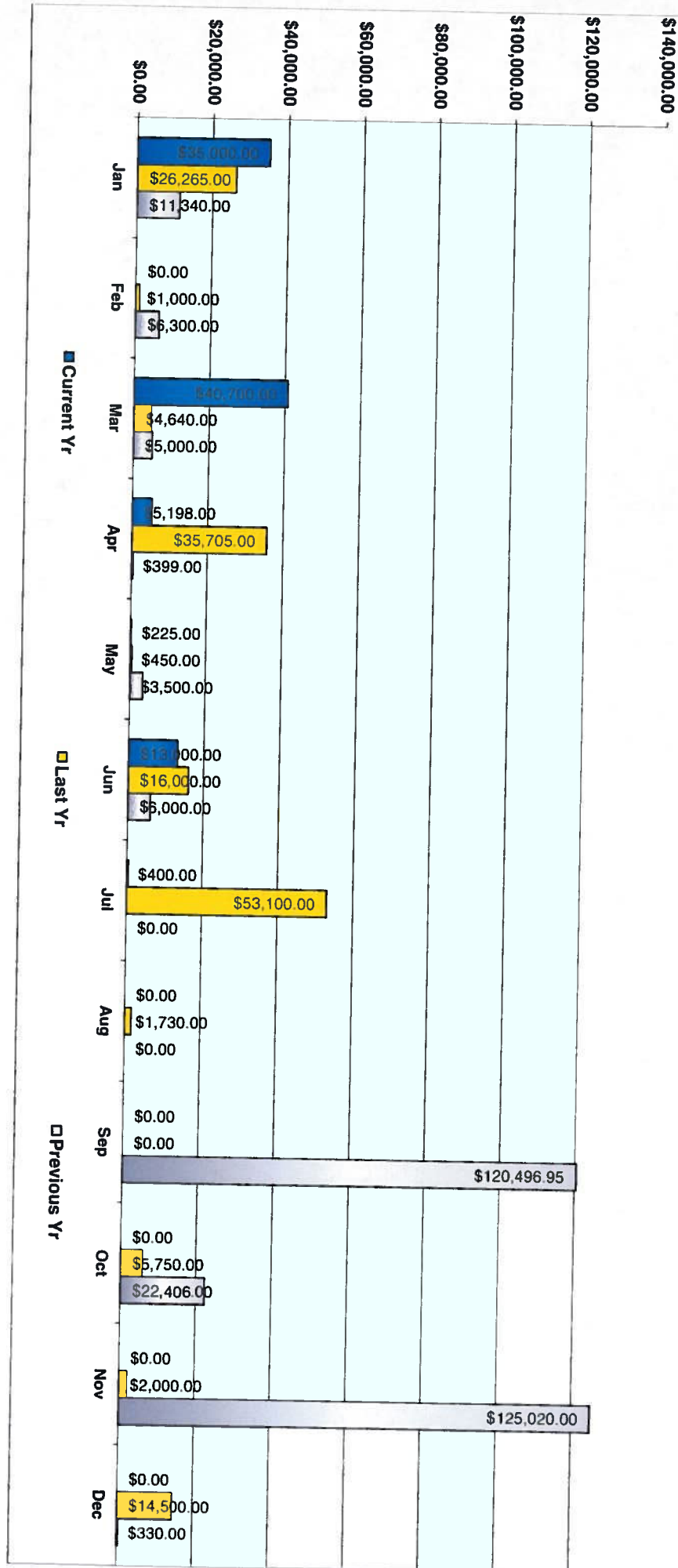
**Seabrook Police Department
ALL PART-I OFFENSES
As Of July 10, 2014**



**Seabrook Police Department
Stolen Property Value
As Of July 10, 2014**



**Seabrook Police Department
Recovered Property Value
As Of July 10, 2014**



Seabrook**City of Seabrook Monthly Statistics**

**Alarm Date Between {06/01/2014} And {06/30/2014}
and District = "1"**

1 Seabrook

Seabrook							
Incident	Alarm Date & Time		Arrival Date & Time		Stn	Shift	Response Time
311 Medical assist, assist EMS crew							
14-0000234	06/02/2014	10:07:25	06/02/2014	10:16:09	1	1	00:08:44
14-0000236	06/02/2014	14:09:27	06/02/2014	14:14:19	2	1	00:04:52
14-0000237	06/05/2014	18:22:31	06/05/2014	18:26:53	1	2	00:04:22
14-0000238	06/06/2014	14:20:34	06/06/2014	14:23:17	1	1	00:02:43
14-0000240	06/06/2014	22:28:10	06/06/2014	22:32:33	1	2	00:04:23
14-0000242	06/07/2014	07:32:48	06/07/2014	07:38:25	1	3	00:05:37
14-0000243	06/07/2014	10:18:54	06/07/2014	10:23:41	2	1	00:04:47
14-0000246	06/08/2014	12:05:43	06/08/2014	12:11:13	1	1	00:05:30
14-0000248	06/13/2014	15:58:58	06/13/2014	16:02:37	1	2	00:03:39
14-0000249	06/13/2014	16:10:50	06/13/2014	16:10:50	1	2	00:00:00
14-0000250	06/14/2014	21:05:55	06/14/2014	21:13:20	1	2	00:07:25
14-0000251	06/18/2014	12:32:11	06/18/2014	12:38:29	1	1	00:06:18
14-0000253	06/20/2014	14:23:56	06/20/2014	14:35:00	1	1	00:11:04
14-0000255	06/21/2014	16:58:12	06/21/2014	17:15:27	1	2	00:17:15
14-0000256	06/21/2014	16:59:12	06/21/2014	17:15:59	1	2	00:16:47
14-0000257	06/21/2014	18:11:44	06/21/2014	18:23:48	1	2	00:12:04
14-0000258	06/22/2014	20:01:47	06/22/2014	20:08:32	1	2	00:06:45
14-0000259	06/22/2014	22:37:39	06/22/2014	22:44:22	1	2	00:06:43
14-0000260	06/22/2014	23:37:25	06/22/2014	23:42:28	1	3	00:05:03
14-0000262	06/23/2014	21:17:52	06/23/2014	21:22:47	1	2	00:04:55
14-0000263	06/25/2014	05:40:10	06/25/2014	05:48:44	2	3	00:08:34
14-0000266	06/26/2014	10:50:25	06/26/2014	10:59:05	1	1	00:08:40
14-0000267	06/27/2014	17:28:31	06/27/2014	17:43:38	1	2	00:15:07
14-0000268	06/28/2014	14:07:03	06/28/2014	14:16:16	1	1	00:09:13
14-0000270	06/28/2014	19:49:34	06/28/2014	19:54:16	2	2	00:04:42
14-0000272	06/28/2014	22:16:57	06/28/2014	22:20:38	2	2	00:03:41
14-0000273	06/29/2014	08:12:02	06/29/2014	08:14:24	1	1	00:02:22
14-0000275	06/30/2014	02:24:58	06/30/2014	02:27:21	2	3	00:02:23
Average Response Time for District/Incident Type							00:06:55
320 Emergency medical service, other							
14-0000247	06/12/2014	03:30:53	06/12/2014	03:38:23	1	3	00:07:30
Average Response Time for District/Incident Type							00:07:30
322 Motor vehicle accident with injuries							
14-0000244	06/08/2014	05:22:50	06/08/2014	05:25:49	1	3	00:02:59
Average Response Time for District/Incident Type							00:02:59
365 Watercraft rescue							
14-0000254	06/20/2014	21:58:14	06/20/2014	21:58:14	1	2	00:00:00
Average Response Time for District/Incident Type							00:00:00

Seabrook**City of Seabrook Monthly Statistics**

**Alarm Date Between {06/01/2014} And {06/30/2014}
and District = "1"**

1 Seabrook

Incident	Alarm Date & Time	Arrival Date & Time	Stn	Shift	Response Time
440 Electrical wiring/equipment problem, Other					
14-0000265	06/25/2014 21:56:47	06/25/2014 22:00:00	1	2	00:03:13
Average Response Time for District/Incident Type					00:03:13
550 Public service assistance, Other					
14-0000264	06/25/2014 14:27:30	06/25/2014 14:27:30	2	1	00:00:00
Average Response Time for District/Incident Type					00:00:00
551 Assist police or other governmental agency					
14-0000239	06/06/2014 20:39:11	06/06/2014 20:39:11	1	2	00:00:00
Average Response Time for District/Incident Type					00:00:00
651 Smoke scare, odor of smoke					
14-0000241	06/06/2014 23:52:01	06/07/2014 00:02:50	1	3	00:10:49
Average Response Time for District/Incident Type					00:10:49
700 False alarm or false call, Other					
14-0000274	06/29/2014 19:20:25	06/29/2014 19:23:14	1	2	00:02:49
Average Response Time for District/Incident Type					00:02:49
733 Smoke detector activation due to malfunction					
14-0000252	06/19/2014 14:04:37	06/19/2014 14:09:04	1	1	00:04:27
Average Response Time for District/Incident Type					00:04:27
745 Alarm system activation, no fire - unintentional					
14-0000232	06/01/2014 17:34:13	06/01/2014 17:40:00	1	2	00:05:47
14-0000235	06/02/2014 10:22:34	06/02/2014 10:37:30	1	1	00:14:56
14-0000245	06/08/2014 08:49:43	06/08/2014 08:58:25	1	1	00:08:42
14-0000269	06/28/2014 19:09:16	06/28/2014 19:16:04	1	2	00:06:48
14-0000271	06/28/2014 20:05:50	06/28/2014 20:14:00	1	2	00:08:10
Average Response Time for District/Incident Type					00:08:53
Overall Average Response Time for District 00:06:25					

Total Incident Count: 42**Overall Average Response Time: 00:06:25**

Seabrook

City of Seabrook Monthly Statistics

Alarm Date Between {06/01/2014} And
{06/30/2014} and District = "1"

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
3 Rescue & Emergency Medical Service Incident				
311 Medical assist, assist EMS crew	28	66.67%	\$0	0.00%
320 Emergency medical service, other	1	2.38%	\$0	0.00%
322 Motor vehicle accident with injuries	1	2.38%	\$0	0.00%
365 Watercraft rescue	1	2.38%	\$0	0.00%
	<u>31</u>	<u>73.81%</u>	<u>\$0</u>	<u>0.00%</u>
4 Hazardous Condition (No Fire)				
440 Electrical wiring/equipment problem, Other	1	2.38%	\$0	0.00%
	<u>1</u>	<u>2.38%</u>	<u>\$0</u>	<u>0.00%</u>
5 Service Call				
550 Public service assistance, Other	1	2.38%	\$0	0.00%
551 Assist police or other governmental agency	1	2.38%	\$0	0.00%
	<u>2</u>	<u>4.76%</u>	<u>\$0</u>	<u>0.00%</u>
6 Good Intent Call				
651 Smoke scare, odor of smoke	1	2.38%	\$0	0.00%
	<u>1</u>	<u>2.38%</u>	<u>\$0</u>	<u>0.00%</u>
7 False Alarm & False Call				
700 False alarm or false call, Other	1	2.38%	\$0	0.00%
733 Smoke detector activation due to malfunction	1	2.38%	\$0	0.00%
745 Alarm system activation, no fire - unintentional	5	11.90%	\$0	0.00%
	<u>7</u>	<u>16.67%</u>	<u>\$0</u>	<u>0.00%</u>
Total Incident Count:	42	Total Est Loss:	\$0	

Seabrook

City of Seabrook Monthly Statistics

**Alarm Date Between {06/01/2014} And {06/30/2014}
and District = "1"**

Total Number of Incidents 42	Total Number of Responding Personnel	226
Average Turnout per Incident	6	

See Attachment 1



To: Seabrook City Council
From: LeaAnn Dearman
CC: Michele Glaser, Gayle Cook
Date: July 9, 2014

Re: Texas Outlaw Challenge Post Form Report & Review

On July 23, 2013 Council voted to reserve \$12,500 (HOT funds) for the 2014 Texas Outlaw Challenge with the condition that \$7,500 be released prior to the event and possibly releasing the remaining \$5,000 post event if certain conditions where met by the event holder. I have included the Minutes of the July 23, 2013 meeting for your reference.

Please review the Post Form Report and supplemental materials also attached to this memo. Committee comments are circled in red.

Committee Notes:

- The 2014 Texas Outlaw Challenge HOT Application stated the event would be held at Endeavor Marina on Clear Lake, however, Offshore Thunder Productions changed the event venue to Kemah under the bridge.
- We would like to see the survey/data of the preregistered boats that contains the hotel data. Note on pg. 5 of the Report that the Marriot and Springhill are listed as two separate hotels, which is incorrect.
- The La Quinta and the Old Parsonage House were not listed on the Texas Outlaw Challenge website (refer to Texas Outlaw Challenge 2014 Accommodations).
- While advertising is extensive, with the event now being held in Kemah, Seabrook is no longer directly mentioned as the host city (refer to media advisory and schedule of events).

For more information about the Hotel Occupancy Tax (HOT) and to review the application process please visit www.seabrooktx.gov/HOT.

July 23, 2013 Minutes

**Seabrook City Council Special Meeting
Minutes of July 23, 2013
Page 1**

The City Council of the City of Seabrook met in special session on Tuesday, July 23, 2013 at 6:00 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 – Ex. Abs.

ROBERT LLORENTE

MIKE GIANGROSSO

GARY JOHNSON – Ex. Abs.

DON HOLBROOK.

THOM KOLUPSKI

LAURA DAVIS

KELLY TEMPLIN

MICHELE L. GLASER

JESSICA ANCIRA

ARTHUR CHAIREZ

GAYLE COOK

LEAANN DEARMAN

PAM LAB

SEAN LANDIS

KEVIN PADGETT

SEAN WRIGHT

MAYOR

COUNCIL PLACE NO. 1

COUNCIL PLACE NO. 2

COUNCIL PLACE NO. 3

COUNCIL PLACE NO. 4

COUNCIL PLACE NO. 5

COUNCIL PLACE NO. 6

CITY MANAGER

CITY SECRETARY

MUNICIPAL COURT ADMINISTRATOR

DIRECTOR OF PUBLIC WORKS

ASSISTANT CITY MANAGER & PERSONNEL
ADMINISTRATOR

DIRECTOR OF COMMUNICATIONS

FINANCE OFFICER

COMMUNITY DEVELOPMENT DIRECTOR

ASST. DIRECTOR OF PUBLIC WORKS

POLICE CAPTAIN

Mayor Pro Tem Davis called the meeting to order at 7:00 p.m.

1.0 ROUTINE COMMENTS AND ANNOUNCEMENTS – None.

2.0 BUDGET WORKSESSION

Council reviewed the Hotel Tax Fund Budget first as several possible recipients of hotel tax funds were in the audience. Ms. Dearman stated that the city anticipates a slight increase in revenue. She reviewed proposed expenditures which included monies for entryway signs and monies for an audit of how hotel tax funds are spent. Also included in the budget are funds for a booth at the TML annual conference in Austin and monies for attendance of four people to staff the booth. Mrs. Glaser stated that the Legislative Budget includes funds for two council members to attend. Councilor Giangrosso offered to help staff the booth if needed.

Mayor Pro Tem Davis asked if the separate building fund could be deleted and the amount shown in the reserves. Ms. Lab stated that Council could make that decision. She added that the building fund reserve is not legally restricted.

Council members next discussed several individual events that receive hotel tax funds.

Seabrook City Council Special Meeting
Minutes of July 23, 2013
Page 2

Texas Outlaw Challenge

For the record, Mayor Pro Tem Davis stated that she has objected every year to the type of advertising associated with the event, as it is not family-friendly and is not the type of advertising that should be linked with city sponsorship. Ms Dearman stated that this type of advertising is not helpful to the city. Mr. Paul Robinson, organizer of the event, agreed not to include or link the city with any non-family friendly advertising, such as alcohol or bikini clad women in the future. Also discussed were communications problems between the organization and the city, especially concerning the scope of the event so adequate security could be provided, problems of drunkenness and rowdiness of some of the participants, failure to fully comply with reporting requirements and construction without a building permit. Mr. Robinson presented a written report of the 2013 event; however, revenues and hotel stays in Seabrook were not listed separately. Councilor Giangrosso asked for a breakdown of benefits to Seabrook. When questioned about the advertising report, Mr. Robinson refused to tell Council how much money was paid to an individual to coordinate advertising, stating that this information was confidential. Mayor Pro Tem Davis and Ms. Dearman reminded Mr. Robinson that a detailed budget for all activities is required to obtain hotel tax money in Seabrook, not just a detail of expenditures purchased with Seabrook's contribution.

Motion was made by Councilor Giangrosso and seconded by Councilor Kolupski

To reduce the amount of hotel tax monies to \$7,500 for this event.

MOTION FAILS BY UNANIMOUS VOTE.

Motion was made by Councilor Llorente and seconded by Councilor Kolupski

To approve \$7,500 in hotel tax monies prior to the event and to approve an additional \$5,000 after the event contingent upon a majority vote of Council that all conditions and requirements have been met.

Ayes: Giangrosso, Holbrook, Kolupski, Llorente.
Nays: Davis.

MOTION CARRIED BY MAJORITY VOTE.

Yachty Gras

Motion was made by Councilor Kolupski and seconded by Councilor Llorente

To reduce the amount of hotel tax monies from \$2,500 to \$1,500 for this event.

MOTION CARRIED BY UNANIMOUS CONSENT.

Christmas Boat Parade

Motion was made by Councilor Kolupski and seconded by Councilor Llorente

Seabrook City Council Special Meeting
Minutes of July 23, 2013
Page 3

To remove the Boat Parade as a recipient of Seabrook hotel tax monies.

Ayes: Davis, Kolupski, Llorente.

Nays: Giangrosso, Holbrook.

MOTION CARRIED BY MAJORITY VOTE.

Saltwater Derby

Melissa Botkin, organizer of the Saltwater Derby, gave a brief presentation on the event including tentative plans to expand the event.

Contingency

It was agreed by Council that the Contingency would be increased from \$2,000 to \$5,000 due to the decrease in funding for Yachty Gras and the cancellation of funding for the Boat Parade.

No other event funding was changed at this time.

General Fund

Information originally presented on July 23 concerning the Legislative, Administrative and IT departments was reviewed. Mrs. Glaser also presented an itemized list for 100-5300 "Travel".

New items discussed were:

EDC Transfer to the General Fund

Mr. Templin stated that this amount has not increased from last year's transfer amount of \$125,000. It was discussed that this amount does not cover all services provided by General Fund personnel. Councilor Kolupski stated that he would ask EDC to consider raising the transfer amount.

Emergency Management

When asked by Council about the increase in Line Item 106-5300, "Training" to \$5,000, Mr. Templin stated that he would find out and report back to Council.

Non-Departmental

107-5230 "Ambulance Service" – CLEMC will not increase its budget for 2013/14.

107-5215 "Engineering Services" – anticipated expenditures have decreased.

107-52250 "Legal Services" – anticipated expenditures have decreased.

107-5180 "Maintenance of Grounds" expenditures have increased due to a transfer station generator and the planned installation of a backup switch.

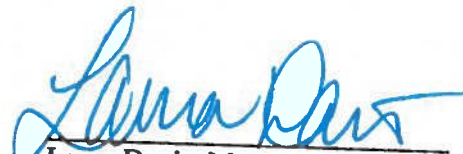
Seabrook City Council Special Meeting
Minutes of July 23, 2013
Page 4

107-5236 "Fire Department" – SVFD expenses are to be discussed with the SVFD President and Fire Chief at a later meeting.

Councilmembers agreed to meet again on July 30, 2014 at 6:00 p.m. to continue the review, starting with the Public Safety Budget.

Upon motion, Mayor Pro Tem Davis adjourned the meeting at 9:11 p.m.

Approved this 6th day of August 2013.


Laura Davis, Mayor Pro Tem


Michele L. Glaser, TRMC
City Secretary



Texas Outlaw Challenge **2014 Post Form Report**

Committee
Notes in Red

Post Event/Program Form and Report for City of Seabrook HOT Funds

Instructions: This application must be completed within 60 days after your event. Failure to do so may negatively impact future funding requests. Type or print clearly. If not enough space is provided please attach additional pages.

Organization /Group Information

Organization/Group Name: TEXAS OUTLAW CHALLENGE
Address: 4600 COUNTRY CLUB DR
City: HOUSTON State: TX Zip: 77531
Contact Name: PAUL ROBINSON Contact Phone: 281 702-8744
Contact Email: paul@texasoutlawchallenge.com
Website Address for Event or Organization: texasoutlawchallenge.com
Non-Profit or For-Profit Status: FOR FEIN#: _____
Organization's Incorporation/Creation Date: 2008

Purpose or Mission of Organization

- PROMOTE TOURISM & BOATING IN THE CLEAR LAKE AREA
- SUPPORT LOCAL CHARITY GOALS/NEEDS

Post Event/Program Information

Event Date: JUNE 19-22 Number of Attendees: _____

Describe the success and/or problems with this year's event. Was attendance up or down compared to previous years?

- EXCELLENT EVENT - MUCH SMOOTHER THAN LAST YEAR
- ATTENDANCE WAS UP (RAN OUT OF FOOD)
- MANY MAKE OUT OF STATE PARTICIPANTS

☒ Number in
Attendance
NOT
LISTED

Advertising and Promotional Activities

Please check all the promotional efforts for the event/program:

☒ Newspaper

☒ Radio

☒ TV

☒ Internet

☒ Social Media

☒ Email

☐ Other _____

Please describe advertising and promotional efforts for each medium checked above. List specific publications, websites, and direct mailing numbers.

Newspaper:

ATTACHED REPORT

Radio:

ATTACHED REPORT

TV:

ATTACHED REPORT

Internet:

ATTACHED REPORT

Social Media:

ATTACHED REPORT

Email:

ATTACHED REPORT

Other:

What geographic area did your advertising and promotion reach?

NATIONAL, STATE, LOCAL, + CANADA

Promotions and Tourism Benefits - THIS DATA IS FROM 108 PRE-REGISTERED BOATS
- ADDITION 72 BOATS (LATE REGISTRATION) NOT
List the number of hotel rooms and nights attendees stayed in Seabrook hotels. ACCOUNTED FOR IN THESE ROOM NUMBERS.

Hotel	Rooms Occupied	Nights Stayed
<u>QUALITY INN</u>	<u>8</u>	<u>4</u>
<u>COMFORT INN</u>	<u>6</u>	<u>4</u>
<u>Hampton</u>	<u>29</u>	<u>4</u>
<u>COMFORT SUITES</u>	<u>15</u>	<u>4</u>
<u>MARRIOTT</u>	<u>5</u>	<u>4</u>
<u>SPRINGHILL</u>	<u>15</u>	<u>4</u>
<u>PLUS ADDITIONAL GUEST SPECTATORS NOT REGISTERED AT REGISTRATION</u>		

Did you reserve a block of room for your event/program? If so for how many rooms and at which hotels?

YES. BUT LATE RESERVATION SO ROOM BLOCK HAD BEEN REMOVED

Did not say how many rooms were blocked and at which hotels

Did attendees take advantage of the room blocks? If so did it they occupy the entire block? If not, describe why not.

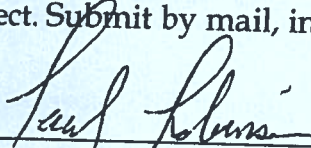
YES... some, but many hotels cancel room block before
event guests call to reserve (usually in last 10 days prior to
event start)

REQUIRED Supplemental Information and Documentation

Please attach the following to this form and submit within sixty (60) days post event:

- ❖ Marketing plan analysis: report on the success or failure of the marketing plan.
- ❖ Advertising samples: graphics, ads, website, tv spots, radio spot, etc.
- ❖ Final budget for the event/program.
- ❖ Hotel Occupancy Report and/or Survey: please provide documentation from local hotels detailing the number of rooms occupied during the event/program.

Please sign below acknowledging that the information provided in this application is true and correct. Submit by mail, in person or via email.


Authorized Signature

7/7/14
Date

PAUL ROBINSON
Print Name

OWNER/PRODUCER
Title and Organization

The Post Event/Program Form and Report
Must Be Completed Within 60 Days After the Event/Program Date

City of Seabrook
Attn: LeaAnn Dearman
1700 First Street
Seabrook, TX 77586
Email: ldearman@seabrooktx.gov

Texas Outlaw Challenge
Supplemental
Information & Documentation

2014 TEXAS OUTLAW CHALLENGE: National Boating Event

COMMUNITY REVENUE BENEFIT

Location: Clear Lake Texas

Event Date: June 19-22, (7th Annual)

Attendance: 180 Boat Teams & 2000 Guests

TRANSPORTATION

- 180 boats (200gal fuel tanks) = 36,000 gals x \$4.75 = \$171,000
 - o \$171,000 x two fill-ups = \$342,000
- 125 Non-local participant trucks (boat towing) x 60gallons (re-fuel) = 7500 gal x \$4.00 = \$30,000
- Rental Cars (50) x \$150 = \$7500 + Fuel (50x15galx\$3.85) = \$2887.

TOTAL TRANSPORTATION = \$374,887.00

ACCOMMODATIONS

- Event is 4 night evening-stay activity
- **Non-Local: Vendors + Visiting Weekend Spectators = 50 Rooms (estimate) = 200 Room Nights**
- **Non-Local: Registrations (from Registration Form):** 125 boats = 250 (Captain and 1st Mate) + 610 Crew = 870 Non-Local Guests
- 870 persons is represented by 125 couples, and 610 singles
 - o COUPLES: 125 divided by 2 = 62 rooms (couples) x 4 night event-stay = 250 room nights
 - o SINGLES: 610 (sharing a room) = 305 rooms x 4 night event-stay = 1220 room nights
- Average room night cost including taxes = \$150
- (200+250+1220) = 1670 Room nights x \$150.

TOTAL ACCOMODATIONS = \$250,500

FOOD & BEVERAGE

- Thursday: Event Food = \$4000.00
- Thursday Evening: Beverages = 1000 participants x 2drinks x \$6.00 (average) = \$12,000.00
- Friday Breakfast: 1000 x \$10.00 = \$10,000.00
- Friday Lunch: 1000 x \$16.00 = \$16,000.00
- Friday Evening: Event Provided = \$18,000.00
- Friday Afternoon/Evening: Beverages = 1500 participants x 3drinks x \$6.00 (average) = \$27,000.00
- Saturday (Event food): \$15,000.00
- Saturday Beverages: = 1500 participants x 3drinks x \$6.00 (average) = \$27,000.00
- Sunday Breakfast and Beverages: 1000 x \$10.00 = \$10,000.00
- Sunday Lunch and Beverages: 1000 x \$10.00 = \$10,000.00
- Weekend grocery purchases: On-board boat and hotel room groceries:
 - o Visiting Guests Purchases: 1000 x (\$10 each of 4-days) = \$40,000
 - o Boat Groceries and Beverages: 180 x \$100 = \$18,000

EVENT FOOD & BEVERAGE = \$207,000.00

These number
do not solely
represent school
hotels

LOCAL EQUIPMENT RENTALS AND SUPPORT PURCHASES

- Dining rentals and banquet supplies = \$25,500
- Security = \$5000
- Sanitation = \$1000
- Media Helicopter and Photo Staff = \$6500
- Local Food Purchases and labor prep for banquets = \$11,500
- Guest shuttles (during late evenings) = \$2500
- Local Labor and infrastructure for event production = \$10000

TOTAL RENTALS = \$62,000.00

ADVERTISING (National Campaign includes all FL and CA Boat Shows & LA and TX regions outside of Clear Lake)

- Local Banner/Signage Services = \$6500
- Local Advertising Purchases = \$8000
- Local Award Purchases for Sponsors and Guests = \$9750
- Advertising Shirt Design and production = \$16,550
- Advertising Printing and Packaging Purchases = \$7000
- National Magazine Ads - \$5500
- Distribution to National Clubs and Newsletters - \$2500
- Local and National Mailing - \$2000
- Website Advertising Management - \$7500
- Media Relations Support - \$5000
- Exposure and Audience Reach Program (Local, State, National & International) - \$15,500

TOTAL ADVERTISING = \$85,800.00

2014 TOTAL Estimate: "SUPPORTING LOCAL COMMERCE" = \$980,187.00

2014 Charity Funding: \$10,000+

Kemah Lions Club
Clear Creek Conservation: Volunteers
Boys & Girls Harbor: Family Fostering
The Bridge: Women's Shelter
Special Spaces: Terminal Children Support
Sentinel Wounded Warriors
Shiners Children Hospital Galveston

No
letters from
Charities
included

Website

Texas Outlaw Challenge 2014

Accommodations



Hilton Houston

NASA Clear Lake
3000 Nasa Pkwy,
Houston, TX 77058-4322
Phone 281-333-9300
[http://www.hilton.com/en/hi/groups/personalized/H/HOUNBHF-TOC-20120621/index.jhtml?](http://www.hilton.com/en/hi/groups/personalized/H/HOUNBHF-TOC-20120621/index.jhtml?WT.mc_id=POG)
WT.mc_id=POG

BOARDWALK INN

#8 Kemah Waterfront
Kemah, TX 77565
Phone 281-334-9880
<http://www.kemahboardwalkinn.com/>

Holiday Inn Kemah (Near Boardwalk)

805 Harris Avenue
Kemah, TX 77565
Phone 281-334-0003
<http://www.holidayinn.com/hotels/us/en/kemah/kemtx/hoteldetail>

South Shore Harbour Resort & Spa

2500 South Shore Blvd.
League City, TX 77573
Phone 800-442-5005
<http://www.sshr.com>

Comfort Inn & Suites

2901 Nasa Parkway
Seabrook, TX 77586
Phone 281-326-3301
<http://www.comfortinnnasa.com>

Hampton Inn Houston NASA-Johnson Space Center

3000 Nasa Road One
Seabrook, TX, 77586
Phone 281-532-9200
<http://hamptoninn3.hilton.com/en/hotels/texas/hampton-inn-houston-nasa-johnson-space-center-OUKMHX/index.html>

Comfort Suites

5755 Bayport
Blvd
Seabrook, TX 77586
Phone 281-291-9090
<http://www.comfortsuitesseabrook.com>
La Quinta
3636 Nasa Road 1
Seabrook, TX 77586
Phone 281-326-7300
<http://www.lq.com/lq//properties/propertyProfile.do?ident=LQ618&propid=618>

Quality Inn Yacht Club Basin

2720 Nasa Parkway
Seabrook, TX 77586
Phone 281-326-7200
<http://www.qualityinn.com/hotel-seabrook-texas-TXE29?promo=gglocal>

Springhill Suites Houston

2120 Nasa Road 1
Seabrook, TX 77586
Phone 281-474-3456
<http://www.marriott.com/hotels/travel/house-springhill-suites-houston-nasa-seabrook/>

Beacon Hill Guest House Bed and Breakfast

3701 Nasa Parkway
Seabrook, TX 77586
Phone 281-326-7643
<http://www.visitbeaconhill.com/>

La Quinta
NOT
LISTED

The Old Parsonage
Have NOT LISTED

TEXAS OUTLAW CHALLENGE

7-YEAR Marketing Plan Performance

Statistics of Event History	Number of Participant Boats/Guests	Total Event Production Costs	Advertising Local & National	Number of Local Volunteers	Summary of Commerce to Local
2008	25/300	\$54K	\$12K	12	\$98,455.
2009	38/425	\$83K	\$15K	16	\$165,225.
2010	51/600	\$94K	\$17K	20	\$225,340.
2011	83/1000	\$104K	\$19K	25	\$302,999.
2012	127/1500	\$130K	\$24K	75	\$667,805.
2013	165/1800	\$170K	\$77K	75	\$913,498.
2014	180/2000	\$190K	\$85K	80	\$980,187
2015 ^{est}	200/2500	\$200K	\$90K	100	\$1.M+



Texas Outlaw Challenge Marketing/Promotions 2014

Exposure and Audience Reach

Reach: Local, State, National and International

2014 Marketing and Promotions was implemented in January of 2014, however, social media coverage and build up for the event was in process since July 2013. Exposure and Audience Reach was Connected via: Social Media, Television, Print, Radio, Internet, Website, Radio, Sponsor co-promotions, direct mail, e-blast, retail promotions, banners and public relations campaign. Note this is an overview of the Marketing and PR Campaign and may not include all the marketing exposure as some items have expired or some items via Radio and TV were live mentions and were not recorded via a link. The main Facebook Page for The Outlaw Challenge is still being updated with new updates, pictures and updates still to this day, reach is still expanding.

Media Outlet	Posting	Type	Estimated Value	Reach
http://texasoutlawchallenge.com/	Official Website - Key Promotional Vehicle	Official Website	\$15000 Plus	National / International
Event Sponsor Co-Promotion	90 Sponsors/Advertisers	Co Promotions with Sponsors via Websites, Social Media, Eblasts, and Promotions		National / International
Click 2 Houston	2-3 minute live story on the 6 pm, 10 pm news with a promo teaser prior on a Friday http://www.click2houston.com/texas-outlaw-challenge-in-clear-lake/-/1736084/20670154/-/1niv/-/index.html	Television - Local Prime Time Includes continued promotion on Click2 Houston Website, and You Tube	\$9000	Local Television
Printed Promotional Card (The Gold Card Promotion)	Distribution via direct mail, handouts in Miami, Ft. Lauderdale, Desert Storm - Az, Tick Falls- LA , Boat Shows ; Inserts in all national Events, Poker Runs of America - Ontario, Canada. Distribution via Local retailers and sponsors	Print: Distribution Face to Face & Mailer Travel to Arizona, Florida, Louisiana, California & Canada	\$15,000	7500 Pieces
Promotional 2014 Texas Outlaw Challenge Piece	Promotion Material for Distribution at Local area merchants: i.e. West Marine, Endeavour Marina, Cabo, Turtle club, Specs, Comfort Suites, Blue Marlin Marine, & Fuel Dock, Outriggers ...	Print - On Line	\$2,500	Local

Estimated values are not a true representation of what the real cost was ... just a guess at how much it may cost at full price.

ABC 13 Local News	Wednesday Morning am Teaser on Local News with Don Nelson - listed on Things to do in the local area	Television - Local	\$500	Local Television
Galveston Daily News	Article on a Wednesday features 1/4 page with picture http://www.galvestondailynews.com/sports/local_sports/article_81e7c58e-f832-11e3-ad94-001a4bcf6878.html	Newspaper and On Line	\$1,000	Local Newspaper
Houston Chronicle/ www.YourHoustonNews.com Houston Community News Paper	Calendar of events Listing http://events.chron.com/kemah_tx/events/show/326173203-texas-outlaw-challenge	On Line	\$500	Local Newspaper
365 Thing to do in Houston	http://365thingsinhoustonh.com/things-to-do-this-weekend-houston	Online	\$300	Local
Official Facebook Pages http://texasoutlawchallenge.com/ https://www.facebook.com/pages/Texas-Outlaw-Challenge/177641972277329?ref=hl&focus_composer=true&ref_type=bookmark 2nd Facebook page for extended promotions by invitation: https://www.facebook.com/groups/525724470883854/	Daily Postings, reposting, likes and paid promotions - Heavy social media Coverage and outreach Facebook Reach: United States of America, Canada, Dominican Republic, Mexico, India, Brazil, Australia, Puerto Rico, Bahrain, Italy, Sweden, Malta, Egypt, Austria, Portugal, Bulgaria, Puerto Rico, , Hong Kong, Germany, Greece, Norway Cities: Texas: Houston, League City, Seabrook, Deer Park, Kemah, Pasadena, Beaumont, Pearland, Friendswood, Texas City, El Lago, Montgomery, Dallas, Corpus Christi, San Antonio, La Porte, La Porte, Nassau Bay, Dickenson States: Louisiana, California, Florida, Missouri, Illinois, New Jersey, Arizona	Social Media Note: 349 Posts on one FB Page and there were 2 FB Pages that were being posted to and reach was tri-fold	\$15,000 Plus	Local, National, International
Culture Map	online article with picture http://houston.culturemap.com/eventdetail/7th-annual-texas-outlaw-challenge/	On Line - Social Media	\$1,000	Local with National Reach
Scene Magazine	2014 Texas Outlaw Challenge Insert - Pull Out Guide, Special Edition - 8 page http://issuu.com/thescenemag/docs/13_06_scene_frt_web100/37	Print Magazine, and Website Distribution	\$5000	Local/ Expanded reach via Social

				Media Expanding to National
Press Releases	3 Press Releases to Local Media and Fringe Media Includes: Telephone campaign for additional Exposure and Promotion to all media outlets numerous times	Email/FB	\$4,000	152 Individual Emails and FB & Phone Calls messages to Reporters, Editors, Assignment Editors, Assignment Desk...
Eblast Promoting Event and Update	Event update with info on the event and opportunities for attending, viewing, sponsorship	Email	\$2000	4,500
KTRH 740 AM	Morning Mention with Shara Fryer and on Website Promotion - Additional Mention via the Clear Channel Media Group: KBME - Sports radio, KODA-FM - Adult contemporary music KPRC - Talk radio, KQBT - Classic Rock, KTBZ-FM - Alternative rock, KTRH-AM - News Talk radio http://www.ktrh.com/onair/shara-fryer-52074/texas-outlaw-challenge-12485078/ http://www.harborwalk.com/ai1ec_event/texas-outlaw-challenge-poker-run-2014/?instance_id=	Radio	\$1000 Plus	Local
Website: Hotel Accommodations Promotion	http://texasoutlawchallenge.com/accommodations/			Website Reach
Florida Powerboat Club - http://www.flpowerboat.com/?utm_source=Texas+Outlaw+Challenge+14&utm_campaign=texas&utm_medium=email	Ad Run in Magazine Full page & update in July Eblast	Print Color/Eblast	\$2000	National Industry
Performance Boat Magazine - Las Vegas	http://www.allacrosstexas.com/texas-event-detail.php?name=Texas%20Outlaw%20Challenge&city=Seabrook&date=2013-06-20&type=Shows-And-	Print ad - Color - May issue	\$2000	National Industry

www.speedonthewater.com	http://www.speedboat.com/Exhibitions#.Ue3c1Y2G01 http://speedonthewater.com/in-the-news/event-coverage/2042-texas-outlaw-challenge-wrap-up-off- http://speedonthewater.com/in-the-news/image-of-the-week/2050-image-of-the-week-texas-angelsthe-charts	Website Article-National Industry	\$2000	National Industry
Power Boat Magazine	National Industry Magazine	Print Ad- Color January	\$2000	National Industry
HP Powerboat	http://www.hppowerboat.com/events/texas-outlaw-challenge-poker-run/ FB page: https://www.facebook.com/HpPowerboat	Industry Website National	\$2000	National Industry
www.marinetechologyinc.com	http://marinetechologyinc.com/2013/06/texas-outlaw-challenge-a-great- http://marinetechologyinc.com/category/poker-runs-events/success/ (article and photo)	Industry Website National	\$800	National Industry
www.speedonthewater.com	Breaking NEWS Speed record set! http://speedonthewater.com/in-the-news/2035-predator-skater-runs-176-mph-to-win-gps-outlaw-shootout	Website - Breaking News	\$1000	National Industry
www.speedonthewater.com	http://speedonthewater.com/in-the-news/image-of-the-week/2050-image-of-the-week-texas-angels	Website - Update	\$500	National Industry
www.speedonthewater.com	Article and event update- http://speedonthewater.com/commentary-hidden/1752-southwestern-splendors-desert-storm-and-texas-outlaw - http://speedonthewater.net/in-the-news/event-coverage	Industry Website	\$2000	National Industry
www.speedonthewater.com	http://speedonthewater.com/in-the-news/event-coverage/2042-texas-outlaw-challenge-wrap-up-off-the-charts	Website - Wrap up	\$1000	National Industry
www.speedonthewater.com	http://speedonthewater.com/in-the-news/event-coverage/2056-july-sparklers-four-surefire-go-fast-boat-events	Website - Update	\$300	National Industry
www.Pokerrunsamerica.com	Article and photo http://pokerrunsamerica.com/component/k2/item/653-the-2014-texas-outlaw-challenge-	Industry Website	\$2000	National

	ignites-this-weekend			
www.features.boats.com	http://features.boats.com/boat-content/2014/05/lake-havassus-desert-storm-rages/	Website		National Industry
www.brockwayrealty.com	Article and Promo - Blog http://www.brockwayrealty.com/blog/2013/06/15/the-bay-area-welcomes-texas-outlaw-challenge-june-20-23/	Social Media	\$200	Local
www.hotboat.com	http://www.hotboat.com/frm/showthread.php?t=5848&p=118209&posted=1#post118209	Social Media Forum / Website		
YouTube Video	https://www.youtube.com/watch?v=FBJsJ_16Twk	Overview of Outlaw		
You Tube Video	https://www.youtube.com/watch?v=qnVQDw1ki2E	Overview of Outlaw		
www.powerboatnation.com	http://forums.boatfreaks.org/showthread.php?t=30826	Social Media Forum	\$1000	National / Industry
http://naplesimage.wordpress.com/contact/	http://www.flickr.com/photos/jay2boat/sets/72157634238333412/	Websites / Photos	\$500	National
www.seabrooktx.gov	http://www.seabrooktx.gov/index.aspx?NID=94	Website, Calendar of Events		Local
www.stylemagazine.com	http://stylemagazine.com/news/2014/jun/09/biggest-waterfront-power-boating-party-texas/	Magazine	\$500	Local
www.marinetechologyinc.com	http://marinetechologyinc.com/2014/05/marine-technology-inc-headed-texas-outlaw-challenge-poker-run/	Website Industry	\$500	Industry
www.kemahtourism.com	http://www.kemahtourism.com/evps/evitem.cfm?evid=546 http://www.kemahtourism.com/evps/ Note Listing Expired	Website		Local
Jay Nichols	https://www.flickr.com/photos/jay2boat/sets/	Photography		National
Mix 96.5 Radio	http://mix965houston.cbslocal.com/2014/06/20/shawndas-whats-happening-in-houston-3/	Radio		Local
www.dcbperformanceboats.com	http://dcbperformanceboats.com/dcb-begins-the-first-of-our-summer-series-of-poker-runs	Industry Website	\$1000	National Industry
www.powerboatnation.com	http://www.powerboatnation.com/content/583-big-texas-outlaw-challenge.html	Website	\$1000	National Industry
www.speedboat.com	http://www.speedboat.com/texas-outlaw-challenge-rocks-clear-lake/	Website		National Industry
Click 2 Houston	2-3 minute live story on the 6 pm, 10	Television - Local	\$5000	Dallas/Fort

	pm news with a promo teaser prior on a Friday http://www.click2houston.com/texas-outlaw-challenge-in-clear-lake/-/1736084/20670154/-/1niv/-/index.html	Prime Time Includes continued promotion on 5NBC DFW Website, and You Tube		Worth - Regional
www.offshoreonly.com	http://www.offshoreonly.com/articles/poker-runs/four-for-the-road	Website	\$800	National Industry
MT Boats	http://www.mtboats.com/pokerruns/pokerrunsched14.html	Website		National Industry
www.customtrendstv.com	http://www.customtrends.tv/events.html	Website		National
www.pinterest.com	http://www.pinterest.com/lisab7/powerboats/	Website		National
Http://2coolfishing.com	http://2coolfishing.com/forum/showthread.php?t=1021457	Website	\$200	National Industry
http://naplesimage.wordpress.com/	http://naplesimage.wordpress.com/	Website	\$1000	National
www.bajaboatowners.com	http://bajaboatowners.com/threads/6273-Texas-Outlaw-Challenge-Wrap-Up-Off-the-Charts?p=34841	Website	\$300	National Industry
https://twitter.com/HydroRacerTV/status/481940258263552001	https://twitter.com/HydroRacerTV/status/481940258263552001	Social Media	\$200	National
www.screamandfly.com	http://www.screamandfly.com/showthread.php?292963-Texas-Outlaw-Challenge	Website	\$400	National / Industry
www.hotboat.com	http://www.hotboat.com/frm/showthread.php?t=5516	Website	\$400	National/Industry
www.sunsationboats.com	http://sunsationboats.com/topic/texas-outlaw-shootout/	Website		National/Industry
www.now-events.net	http://now-events.net/us/page/722989	Website		National
www.highperformancecrew.com	http://highperformancecrew.com/showthread.php?25327-Texas-Outlaw-Challenge-2014	Website		National Industry
www.austinboatforums	http://www.austinboatforums.com/cgi-bin/yabb2/YaBB.pl?num=1404264806/6	Website		Regional Industry
www.offshoreonly.com	http://www.offshoreonly.com/forums/south-central-us/314216-pics-vid-texas-outlaw-challenge-2014-a.html	Website		National Industry
www.visitbeaconhill.com	http://www.visitbeaconhill.com/events/texas-outlaw-challenge.htm	Website		Local

www.5starupholstery.com	http://5starupholstery.com/before-after-upholstery/car-show/texas-outlaw-challenge-2014?page=1	Website		Local
www.marinetechologyinc.com	http://marinetechologyinc.com/2014/05/marine-technology-inc-headed-texas-outlaw-challenge-poker-run/	Website		National Industry
www.harborwalk.com	http://www.harborwalk.com/ai1ec_event/texas-outlaw-challenge-poker-run-2014/?instance_id=	Website		Local
www.googlesearch	https://www.google.com/search?q=texas+outlaw+challenge+2014&rlz=1C1SKPC_enUS343&espv=2&tbm=isch&tbo=u&source=univ&sa=X&ei=bWa1U9GkOYWZyATr2IKABg&ved=0CFYQsAQ&biw=1280&bih=634	Search Engine		National
www.marinetechologyinc.com	http://marinetechologyinc.com/2014/05/marine-technology-inc-headed-texas-outlaw-challenge-poker-run/	Website		National Industry
www.dcbperformanceboats.com	http://dcbperformanceboats.com/dcb-begins-the-first-of-our-summer-series-of-poker-runs	Website		National Industry
www.offshoreonly.com	http://www.offshoreonly.com/forums/general-boating-discussion/313984-2014-texas-outlaw-challenge-p-h-o-t-o-s.html	Website		National Industry
You Tube	https://www.youtube.com/watch?v=2lVo7sZOxJE&feature=youtu.be	You Tube Video		
Facebook Post	https://www.facebook.com/Frank.No.Problem.Gonzalez/media_set?set=a.10204325817289046.1073741961.1337757563&type=1	FB Posts		
FB Wozencraft Insurance	https://www.facebook.com/WozencraftInsurance	FB Posts		
www.onthewaterlifestyle.com	http://www.onthewaterlifestyle.com/media-kit/2014-editorial-guidelines	Magazine		
www.sterlingperformance.org	http://sterlingperformance.org/news-facts/sterling-performance-engines-win-at-texas-outlaw-challenge/	Website		National Industry
www.biokleen.com	http://www.biokleen.com/events.html	Website - Calendar of Events		National
www.Nordicboatsusa.com	http://www.nordicboatsusa.com/event_list_detail.asp?ecode=516568&month=6&year=2011&location=0&Submit=Search	Website - Calendar of Events		National Industry



For Immediate Release - MEDIA ADVISORY

7th Annual Texas Outlaw Challenge

June 19-22, 2014

Kemah, Texas

Stampede Street Party

Kemah Light House District

June 19th

The Biggest Boating Waterfront Party in Texas!

The Texas Gulf Coast, is getting ready to feel a rush of adrenalin, hear the roar of thunderous horsepower and experience the most unique & artful display of power performance boats on and off the water at the 7th Annual Texas Outlaw Challenge. It's all happening June 19-22 in the seaside towns of Kemah, Seabrook, and Clear Lake, Texas and North Galveston Bay! This year's event promises to be bigger and better and features the most horsepower yet!

Paul, Robinson, the Producer of the event anticipates over 200 performance boats featuring 320,000 horsepower in total, coming to the area from coast to coast! Bring on the horsepower at the Extreme Shoot-out Runs - featuring speeds over 171 MPH with potential new record this year at the GPS Shootout.

Fastest, most expensive and most beautiful performance boats in US and Canada coming in from coast to coast will be in Clear Lake - featuring such manufacturers as Mercury Racing, MTI, Apache, Cigarette, American Offshore, DBC, Nordic, MTI, Nor-tech, Formula, Sonic, Skater, Velocity, Fountain, Active Thunder, Outerlimits, Donzi, Baja, Sunsation to name a few. Featured boats include Hell Razer 44' MTI Cat & Phantom 48' MTI Cat, Windship - 48' MTI Cat, Big Bad Wolf - 44' MTI Cat, Predator, 48' Raging Bull MTI and featuring over 1350 horsepower in each and one or two up to 2600 horsepower! For 2014 The Outlaw Challenge will be debuting some new horsepower in Texas: Don Lightfoots 52' Nor-Tech Cat, Gino Gargiulo 48' MTI, 50' Statement and Black Diamond will return - all million dollar power machines. The Texas Outlaw Challenge is "a definite must-go for performance boaters".

Event Features:

- **Stampede Street Party, Kemah Lighthouse District, Million Dollar Boat Displays** featuring Truck & Boat displays now known as the Stagecoach Round-up. Great time to walk the streets of Kemah's touristic lighthouse area; enjoy great Rock the Dock Entertainment at the Kemah Boardwalk. Street Party to be the biggest boating waterfront party and open to the public with a donation requested at the gate that will benefit 7 local charities and featuring Kemah's Lions Club.
- **GPS Outlaw Shootout** - Friday, June 20 (9 am - noon on a designated safety course in Galveston Bay). A spectacular event that has boaters vying to break last year's record of 171 mph on a one mile course. For spectators by boat and land, there is an area for the Spectators and Judges, along with a boat ramp off of 646 and Park Rd. For More info: <http://texasoutlawchallenge.com/finding-the-extreme-shoot-out-course/>
- **Gunslinger Poker Run** - Friday and Saturday, see the beautiful machines gliding, glistening and shooting up rooster tails on the waters around the lake and bay during the Poker Run!
- **GPS Shootout** - Continued throughout the Poker run in various classes on the Poker Run.
- **Texas Outlaw Horsepower Car Show, sponsored by Evergreen Industrial Services** - Sunday - Noon - 3 pm, featuring Antique, Classic, Custom, Rare American Muscle Cars and Super exotic cars, award winning show cars from the National Circuit! Horsepower Car Awards given at 2 pm and featuring live entertainment at Kemah's waterfront.
- **Texas Steele Horse Stampede Custom Bike contest, sponsored by Evergreen Industrial Services** - Saturday, Kemah Marina Channel - Noon - 4 pm, Awards at 3 pm, featuring multiple classes of

custom bikes and classics along with People's Choice award. Additionally, live entertainment on Kemah's waterfront.

Texas Outlaw Challenge - Page 2

This is an exciting event with lots of uniquely amazing and powerful machines, featuring an adrenal rush that has a huge economic impact to the community. In the last few years, the event has booked out the local hotels to capacity, tremendous impact in terms of increased business for the local restaurants, retailers, the entertainment establishments and creates jobs. The economic impact to the community was estimated at \$700,000 in 2013 and this year, with the local hotels already sold out we anticipate to reach \$800,000 boost to the local economy. The Event promotes and markets the local community and tourism in its outreach and marketing. The high performance power boats coming in, not to mention the cars, are representing groups from coast to coast thus creating a must see feature for the community and surrounding areas.

The producer of the event, Paul Robinson, supports a number of local charities via proceeds from the Texas Outlaw Challenge with part of the proceeds from the event going to 7 local charities. These benefiting charities are Boys and Girls Harbor, The Bridge Women's Shelter, Sentinels of Freedom Gulf Coast, Clear Creek Conservation, Special Space, Kemah Loins Club - Eye Exam drive glasses for the elderly and disadvantaged and Shiners' Hospitals for Children. Additionally the Texas Outlaw Challenge has teamed with Kemah Boardwalk on Thursday for special boat ride on the Board Walk Beast for the kids from the Boys & Girls Harbor and the Bridge Women's Shelter Children.

Paul Robinson, producer/founder anticipates "the best event to date, with more to see and do, and an event that brings in the entire community! I could never have predicted the growth of this event. I do this for the community, and each year we add a new charity, so we are expecting to raise even more for these wonderful causes!" The Texas Outlaw Challenge shows Texas - sized hospitality at the Biggest Boating Waterfront Party in Texas.

For event information: **www.TexasOutLawChallenge.com**

Event Schedule:

Thursday, June 19 - Stampede Street Party, Kemah Lighthouse District: *Featuring the Circle the Wagons - Extreme Performance, Million Dollar Boats and Poker Run Team Displays & "Rock the Dock" all on the Streets of Kemah's Lighthouse district.*

Stampede Street Party - 6pm - Midnight, Public Welcome

Donations accepted at the Gate benefiting 7 local charities

Friday, June 20 8:30 am - Noon: Outlaw Shoot out Runs on Galveston Bay Course
Watch as the 2013 record of 171 mph will be surpassed!

Saturday, June 21 - Steel Horse Stampede Custom Bike Show, Public Welcome
11 am - 3 pm - Kemah Marina Channel, Crazy Alan Swamp Shack

Sunday, June 22 - Steel Horse Stampede Custom Car Show, Public Welcome
9 am - 3 pm - Kemah Marina Channel, Crazy Alan Swamp Shack

Costs/Registration: Register on line at www.TexasOutlawChallenge.com for

Gunslinger Poker Run ** GPS Outlaw Shoot Out **

Texas Steel Horse Custom Bike Display ** Texas Outlaw Horsepower Car Show

ONSITE/ADVANCE MEDIA & GENERAL INFORMATION CONTACT:

Jolanta Mazewski-Dryden, Dryden Event Productions
Tel: (713) 805-5810; jola@drydeneventproductions.com



Texas Outlaw Challenge Schedule

TIME	ACTIVITY	LOCATION
Thursday June 19th		
9AM - 4PM	Team Arrivals & Parking at Event Location	Kemah Bridge Boat Ramp
4PM - 8PM	Event Registration	Kemah Boardwalk - Landry's
6PM - 9PM	"Rock the Dock" Live Entertainment	Kemah Boardwalk
8PM - Midnight	Stampede Street Party	Kemah Lighthouse District
Friday June 20th (Day #1)		
8AM SHARP	OUTLAW SHOOT-OUT & GUNSLINGER POKER RUN OUTLAW SHOOT-OUT Safety Meeting	Alan's Swamp Shack
8:30AM - NOON	OUTLAW SHOOT-OUT Runs	Galveston Bay Course
Noon - 4PM	Card Stop #1 & Pool Party	Kenny Armstrong CASA
5PM - 8PM	Texas Tiki Dinner -	TopWater Grill
9:30PM - 9:45PM	Card Stop #2 Kemah Waterfront Fireworks Display	Kemah Inlet, Galveston Bay
10PM - 2AM	Miss OUTLAW BIKINI CONTEST	CABO Club - Clear Lake
Saturday June 21st		

Registration Form for ECPR14

November 4 - 10 Key West Poker Run
KWPR Registration Form

2014 Series Sponsors



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Total Dollar - save
10%



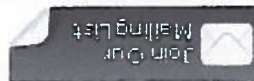
Ilmor



Superior
Communications



Boats Direct USA



Florida Powerboat Club | 954-545-1414
stu@flpowerboat.com | flpowerboat.com
1214 SW 6th St, Pompano Beach, FL 33069

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Events

Kemah Events

Events

1/1 0

Texas Outlaw Challenge

June 19, 2014 - June 22, 2014

12:00 PM

See fantastic performance boats along Kemah waterways with the Texas Outlaw Challenge poker run and boating event.

Whether you are a fan of these fast going boats or own one of these beauties, you won't want to miss the action, people and watercraft watching while you stroll the Lighthouse district and Kemah Boardwalk!

Great fun for the family, a nationally recognized event with something for everyone!

For more information go to <http://www.texasoutlawchallenge.com>

For more information: [Visit Website](#)

Kemah, Texas



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For more information, call the
Kemah Visitor Center
at 877.77KEMAH
(877.775.3624)
www.Kemah-Tx.gov

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Events

BROWSE EVENTS

- Arts & Entertainment
- Concerts, Shows & Festivals
- Food & Dining
- Kid's Fun & Activities

Kemah Events

Featured | This Month | Next Month



Texas Outlaw Challenge

June 21 - June 22

Texas Outlaw Challenge



Texas Outlaw Challenge STAMPEDE Street Party

June 19

Texas Outlaw Challenge STAMPEDE Street Party



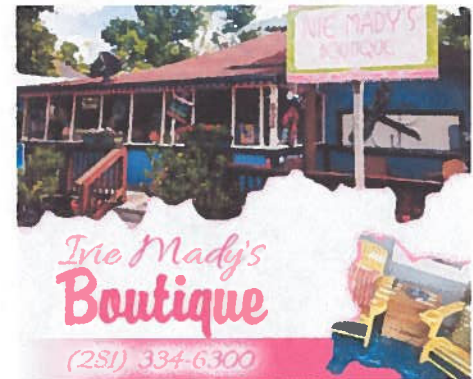
Kemah 4th of July Parade and Hot Dog Party

July 04

Kemah 4th of July Parade and Hot Dog Party

June 2014						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Jump to:



Eat | Stay | Shop | Play | Events

For more information, call the
Kemah Visitor Center
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(877.775.3624)
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7TH ANNUAL POKER RUN

June 19th - 22nd 2014

EVENTS

Thursday
19th

Friday
20th

Saturday
21st

Sunday
22nd

HIGHLIGHTS FROM THE 2014 EVENT!

[CLICK HERE!](#)



CLPBS
clpbs.com



Lances Turtle Club
lancesturtleclub.com



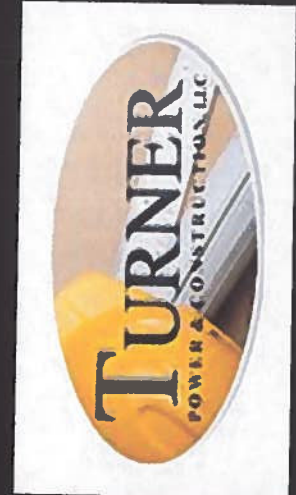
Top Water Grill
topwatergrill.com



Doller
dolleroffshore.com



Seabrook Tourism
seabrooktourism.com



Turner Power and
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Power Boats on Display for Texas Outlaw Challenge

About 200 boats from all over the U.S. and Canada are on display in Clear Lake this weekend. It's all part of the Texas Outlaw Challenge.

By Ryan Korsgard, KPRC-TV | Jun 21, 2014

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NOW PLAYING **Power Boats on Display** for... 1:18



NEXT UP **Grandfather of Deceased...** 2:32



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Power boats on display in Clear Lake this weekend for Texas Outlaw Challenge

Published On: Jun 20 2014 06:57:27 PM CDT | Updated On: Jun 20 2014 08:46:16 PM CDT

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June 20, 2014: About 200 boats from all over the U.S. and Canada are on display in Clear Lake this weekend. It's all part of the Texas Outlaw Challenge. Ryan Korsgard reports.

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Power boats on display in Clear Lake this weekend for Texas Outlaw Challenge

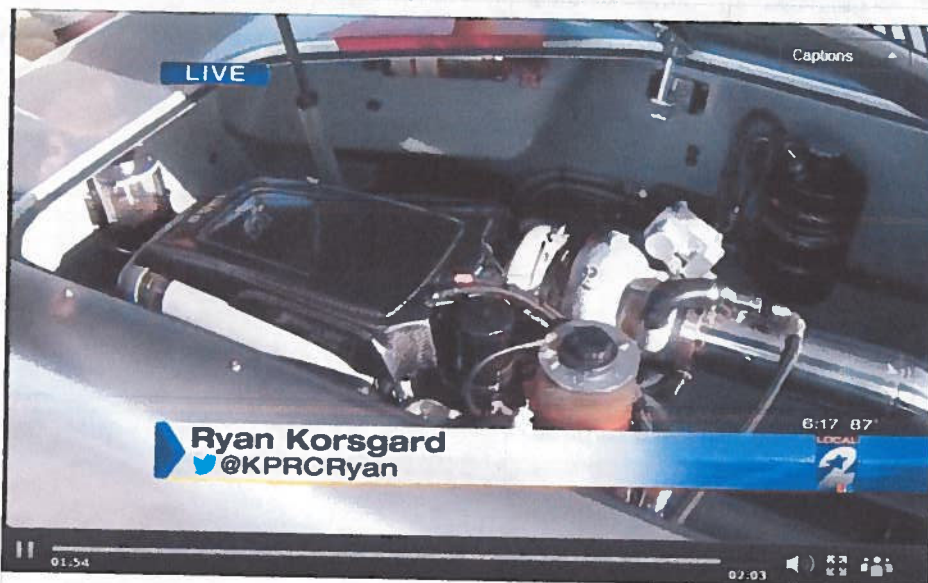
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June 20, 2014: About 200 boats from all over the U.S. and Canada are on display in Clear Lake this weekend. It's all part of the Texas Outlaw Challenge. Ryan Korsgard reports.

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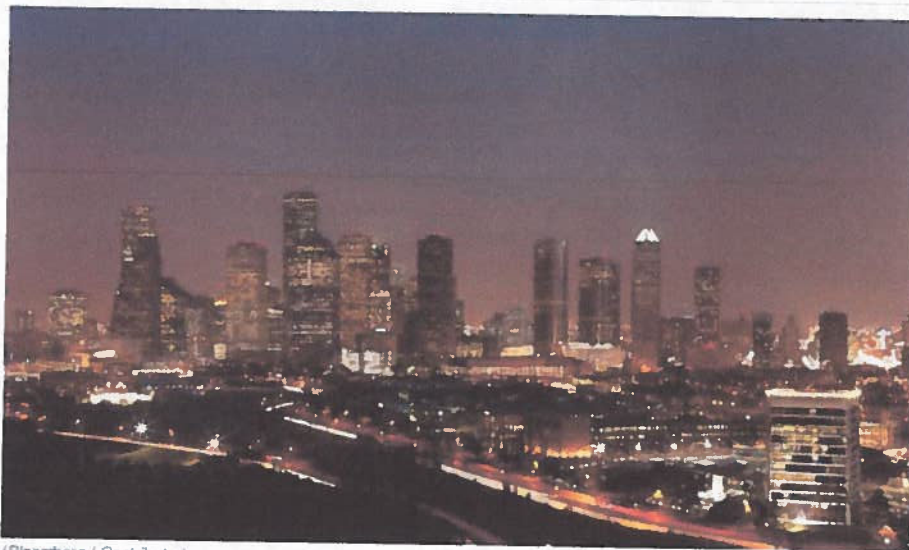
The Atom Smasher Show

Shawnda's What's Happening In Houston

June 20, 2014 6:36 AM

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(Bloomberg / Contributor)

What's Happening in Houston

Today

Rainbow on the Green hosted by Chad Pitt

Festivities kick off at 7pm. A fun filled evening of live music and entertainment to celebrate pride month.

The Texas Outlaw Challenge at Kemah Boardwalk

Events started this morning at 8am.

They'll have a Stampede Street Party, Million Dollar Boat Displays and part of the proceeds will go to charity.

Tomorrow

Discovery Green Flea Market starts at 6pm

Shop, eat and listen to music.

Admission is FREE

Water Way Nights Summer Music Series at the

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SPECIAL COVERAGE:

Southwest International Boat Show – League City

Send Date	Event Period	Material Deadline
February 25, 2014	March 1-16	inclusion deadline February 19, 2014
March 11, 2014	March 17-31	inclusion deadline March 5, 2014
March 18, 2014	EventMail	inclusion deadline March 12, 2014

April

Cabela's Redfish Series Tournament

Texas Redfish Tournament

SPECIAL COVERAGE:

Houston Dragon Boat Festival

Send Date	Event Period	Material Deadline
March 25, 2014	April 1-15	inclusion deadline March 19, 2014
April 8, 2014	April 16-30	inclusion deadline April 2, 2014
April 22, 2014	EventMail	inclusion deadline April 16, 2014

May

Keels & Wheels – Seabrook

Rockport Nautical Flea Market

TMCA Spring Fling

SPECIAL COVERAGE:

Blessing of the Fleet Boat Parade

Send Date	Event Period	Material Deadline
April 29, 2014	May 1-15	inclusion deadline April 23, 2014
May 13, 2014	May 16-31	inclusion deadline May 7, 2014
May 20, 2014	EventMail	inclusion deadline May 14, 2014

June

Kayaking in Matagorda County

Fireworks Fridays-Galveston Bay

Ladies Power Puff Tournament

Texas Outlaw Challenge

SPECIAL COVERAGE:

Houston Boat Show

Send Date	Event Period	Material Deadline
May 27, 2014	June 1-15	inclusion deadline May 21, 2014
June 10, 2014	June 16-30	inclusion deadline June 4, 2014
June 17, 2014	EventMail	inclusion deadline June 11, 2014

July

Bands in the Sand-Moody Gardens

SPECIAL COVERAGE:

Season-opening major fishing tournaments on Texas Gulf Coast

Send Date	Event Period	Material Deadline
June 24, 2014	July 1-15	inclusion deadline June 18, 2014
July 10, 2014	July 16-31	inclusion deadline July 2, 2014
July 17, 2014	EventMail	inclusion deadline July 11, 2014

August

Family Fish Camp – Texas Parks & Wildlife

Bay Cup II Race – Seabrook

SPECIAL COVERAGE:

Fishing tournaments on Texas Gulf Coast

(Texas Intl Fishing, Texas Legends Billfish, Ladies Redfish, Texas Women Angler)

Send Date	Event Period	Material Deadline
July 29, 2014	August 1-17	inclusion deadline July 23, 2014
August 12, 2014	August 18-31	inclusion deadline August 6, 2014
August 19, 2014	EventMail	inclusion deadline August 13, 2014

September

Sea Turtle Annual Celebration – South Padre Island

Birding and Bicycling Along the Gulf Coast

Fishing and Shrimp Tournaments

SPECIAL COVERAGE:

Adopt-a-Beach Fall Cleanup

Send Date	Event Period	Material Deadline
August 26, 2014	September 1-15	inclusion deadline August 20, 2014
September 9, 2014	September 16-30	inclusion deadline September 3, 2014
September 16, 2014	EventMail	inclusion deadline September 10, 2014

October

Festivals on the Texas Gulf Coast

SPECIAL COVERAGE:

Harvest Moon Regatta sailing race from Galveston to Port Aransas

Texas Coast Boat & Outdoor Show in Galveston (tentative)

Send Date	Event Period	Material Deadline
Sept. 25, 2014	October 1-15	inclusion deadline Sept. 17, 2014
October 14, 2014	October 16-31	inclusion deadline October 8, 2014
October 7, 2014	EventMail	inclusion deadline October 1, 2014

November

SPECIAL COVERAGE:

Marina Markets on the Texas Gulf Coast

Holiday lighting celebrations along the Texas Gulf Coast



Events | Seventh Annual Texas Outlaw Challenge

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Seventh Annual Texas Outlaw Challenge

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More than 200 performance boats will gather in Kemah, Seabrook, Clear Lake and Galveston for the Seventh Annual Texas Outlaw Challenge. Featured events include the Stampede Street Party, Million Dollar Boat Displays, GPS Outlaw Shootout, Gunslinger Pker Run, Texas Outlaw Horsepower Car Show and the Texas Steele Horse Stampede Custom Bike Contest.

Part of the proceeds of this four-day event will go to eight selected charities.

DATE - ADD TO MY CALENDAR

Thursday, June 19th, 2014 at 9 a.m.

Saturday, June 21st, 2014 at 9 a.m.

Friday, June 20th, 2014 at 8 a.m.

Sunday, June 22nd, 2014 at 9 a.m.

LOCATION

Kemah Boardwalk
215 Kipp Ave.
Kemah, TX 77565

WEBSITE

texasoutlawchallenge...

PHONE

877-285-3624

TAGS

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Not exactly Jaws: Shark bite brings national attention to Galveston and shocked teen, but island vets are unfazed

05.29.14

Say it ain't so! Iconic Galveston store Col. Bubbie's is going out of business

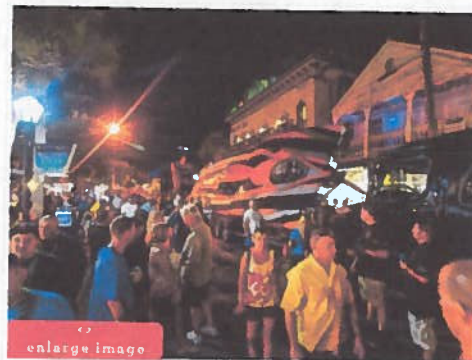
05.23.14

Giant seaweed threatens to choke out Galveston's beaches for Memorial Day, but officials insist it's a friend

05.18.14

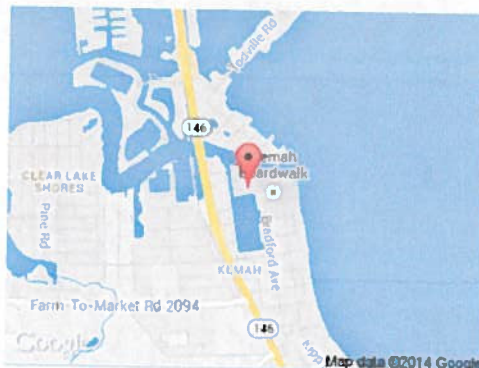
New swim-up bar wants to change the drinking scene in Galveston: Sexy, wet and sloshed?

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23.75 mile

El Dorado Ballroom

HOTELS/SPAS

8th Wonder Brewery

24.45 mile

24.52 mile

Sucker Punch Clothing

19.27 mile

Tipping Point

25.27 mile

Macy's

25.31 mile

Hilton Americas-Houston

24.83 mile

Inn at the Ballpark

24.95 mile

Four Seasons Hotel Houston

25.02 mile



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TEXAS OUTLAW CHALLENGE

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Posted Friday, June 20th 2014 @ 10am

Can you imagine 320-thousand horsepower? Actually you can see it and hear it throughout the weekend in the seaside towns of Kemah/Seabrook and Clear Lake/ Nassau Bay.

It's the biggest boating waterfront party in the Lone Star...the Texas Outlaw Challenge.

To start it's millions of dollars of power boats, on the water and on display, the fastest, most expensive and most beautiful performance boats in the US and Canada coming to Galveston Bay from coast to coast. Speed records are made to be broken, they say. Last year's record was 171 mph on the one mile course.

Into that mix, there's also the Steel Horse Stampede Custom Bike Show and the Custom Car Show, all of it benefiting, in part, several local charities.

So just head south and follow the sound and adrenaline.



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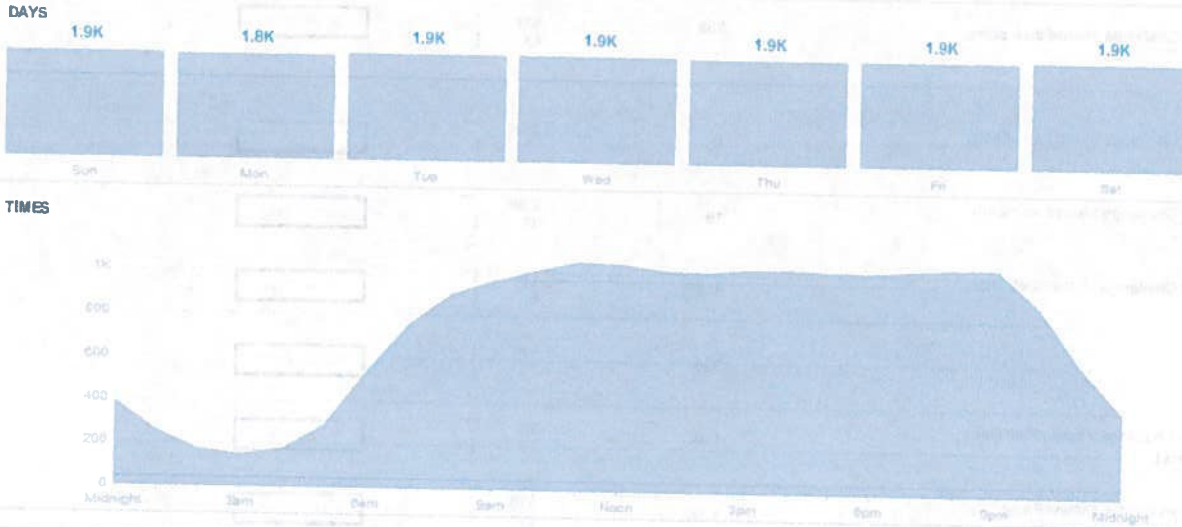
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Known Issue

There is a discrepancy in the engagement and reach metrics for all Page Posts and Boosted Posts between 5/30 and 6/30. We are working to resolve the issue as soon as possible.

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Data shown for a recent 1-week period. Times of day are shown in your computer's local timezone.



All Posts Published

April 05, 2014 to July 03, 2014

Reach: Organic / Paid

Post Clicks

Likes, Comments & Shares

Published	Post	Type	Targeting	Reach	Engagement	Promote
07/03/2014 7:48 am	Texas Outlaw Challenge shared Wet Therapy's photo.			237	5 7	Boost Post
07/01/2014 9:53 pm	Texas Outlaw Challenge shared Wet Therapy's photo.			465	4 22	Boost Post
07/01/2014 9:50 pm	Texas Outlaw Challenge shared Tim Skett's photo.			436	13 10	Boost Post
07/01/2014 9:52 am	Texas Outlaw Challenge shared an album.			683	513 10	Boost Post
07/01/2014 9:09 am	Texas Outlaw Challenge shared Gary Jones's photo.			545	20 14	Boost Post
07/01/2014 12:16 am	Texas Outlaw Challenge shared KHOU 11 News's photo.			2.3K	499 18	Boost Post
06/30/2014 9:59 pm	Texas Outlaw Challenge shared GoneAgain Skater's photo.			956	112 40	Boost Post
06/30/2014 11:07 am	http://speedonthewater.com/in-the-news/image-of-the-week/2050-image-of-the-week-texas-angels			2.3K	391 54	Boost Post
06/30/2014 10:29 am	Texas Outlaw Challenge shared NAPLESIMAGE.COM's photo.			1K	285 26	Boost Post
06/30/2014 8:32 am	Texas Outlaw Challenge shared an album.			1.2K	2K 34	Boost Post

06/24/2014 12:16 am		358	17 13	Boost Post
06/24/2014 12:16 am	Texas Outlaw Challenge shared Kelli Noe-Lessence's post.	1.4K	2K 19	Boost Post
06/24/2014 12:15 am	Cool Video from Fridays Outlaw Party! https://www.youtube.com/watch?	5.7K	576 116	Boost Post
06/24/2014 12:08 am	Status Update By Michael Lee Lockwood Fantastic weekend participating in the Texas Outlaw	2.1K	1.2K 56	Boost Post
06/23/2014 9:53 am	Texas Outlaw Challenge shared an album.	1.2K	3.8K 41	Boost Post
06/23/2014 8:57 am	Texas Outlaw Challenge shared a video.	1.3K	257 17	Boost Post
06/23/2014 8:55 am	More fun!	15	6.8K 52	Boost Post
06/23/2014 8:53 am	R M Pat Patrick with Kenny Sibley and 2 others 14 hrs · iOS · Allen's Ranch at the Outlaw Challenge	714	343 21	Boost Post
06/23/2014 8:46 am	Texas Outlaw Challenge shared Jason Koehn's post.	1.1K	1.1K 9	Boost Post
06/23/2014 8:43 am	More Great times!	5K	9.2K 89	Boost Post
06/22/2014 10:18 am		356	5 6	Boost Post
06/22/2014 10:17 am		458	14 14	Boost Post
06/22/2014 10:00 am	Texas Outlaw Challenge shared Goneagain Skater Racing's photo.	341	1 12	Boost Post
06/22/2014 9:59 am	Texas Outlaw Challenge shared John Ennis's photo.	330	38 4	Boost Post
06/22/2014 9:59 am	Texas Outlaw Challenge shared Trish Wootton Williams's post.	254	9 1	Boost Post
06/22/2014 9:58 am	Texas Outlaw Challenge shared George Nobles's photo.	313	3 13	Boost Post
06/22/2014 9:58 am	Texas Outlaw Challenge shared George Nobles's photo.	296	36 13	Boost Post
06/22/2014 9:58 am	Texas Outlaw Challenge shared George Nobles's photo.	204	3 2	Boost Post
06/22/2014 9:57 am	Texas Outlaw Challenge shared George Nobles's photo.	362	10 19	Boost Post
06/22/2014 9:54 am	Lucky Kilmer - 14 hrs Our ride home today on a Turbine boat...	20	520 140	Boost Post
06/22/2014 9:38 am	Congrats I http://speedonthewater.com/in-the-news/2035-predator-skater-runs-176-mph-to-win-	3K	142 90	Boost Post
06/22/2014 9:32 am	http://www.click2houston.com/news/power-boats-on-display-in-clear-lake-this-weekend-for-texas-	4.3K	220 91	Boost Post
06/22/2014 9:32 am	Predator Skater Runs 176 MPH to Win GPS Outlaw Shootout	476	29 27	Boost Post
06/22/2014 9:27 am	Texas Outlaw Challenge shared their post.	355	123 6	Boost Post
06/22/2014 9:27 am	Susan N Eddie Guidry added 58 new photos to the album iOS Photos - 6 mins	2.4K	3.2K 59	Boost Post
06/22/2014 10:18 am		356	5 6	Boost Post

6:29 am	Rodgers's post.	768	22	Boost Post
06/22/2014 8:28 am	Texas Outlaw Challenge shared Ken Miller's photo.	356	17 8	Boost Post
06/21/2014 12:42 pm	We are here!	1.1K	446 20	Boost Post
06/21/2014 11:03 am	And the winner of the 2014 Texas Outlaw Shoot out at 176 mph is Gary Smith and Vern Gilbert from	10	631 141	Boost Post
06/22/2014 9:22 am	Timeline Photos	400	193 22	Boost Post
06/22/2014 9:15 am	Texas Outlaw Challenge shared their photo.	291	46 12	Boost Post
06/22/2014 9:14 am	Bobby Joe Stampely added 97 new photos to the album Day 2 at The 2014 Outlaw Challenge by	1.8K	1.5K 29	Boost Post
06/22/2014 9:05 am	Morning Outlaws! When you get up and if you get up, here's today's schedule. Those of you moving on,	814	38 28	Boost Post
06/22/2014 9:01 am	Texas Outlaw Challenge shared their post.	281	75 7	Boost Post
06/22/2014 9:01 am	Evening at the Outlaw Challenge, wonderful dinners at the Kemah Boardwalk, Card Pulling, Award, boat	1K	1.6K 26	Boost Post
06/22/2014 8:58 am	And more great times on the run!	2.8K	6.5K 68	Boost Post
06/22/2014 8:44 am	Great times at the Outlaw Challenge!	4.9K	11.1K 92	Boost Post
06/22/2014 8:41 am	Wayne Stroman with Dominic Biondolillo and 5 others at Harborwalk Community, Yacht Club and	847	553 25	Boost Post
06/22/2014 8:37 am	Texas Outlaw Challenge shared Brian Kempel's post.	727	485 21	Boost Post
06/22/2014 8:33 am	Texas Outlaw Challenge shared "Rendez-vous des Cajuns" Cajun Music Radio & TV Show @ Liberty	285	6 3	Boost Post
06/22/2014 8:29 am	Texas Outlaw Challenge shared Diana Pool Rodgers's post.	768	667 22	Boost Post
06/22/2014 8:28 am	Texas Outlaw Challenge shared Ken Miller's photo.	356	17 8	Boost Post
06/21/2014 12:42 pm	We are here!	1.1K	446 20	Boost Post
06/21/2014 11:03 am	And the winner of the 2014 Texas Outlaw Shoot out at 176 mph is Gary Smith and Vern Gilbert from	10	631 141	Boost Post
06/21/2014 10:58 am	I just met the owner, Keith Lankford of this bad beauty... check it out! He won this! Fully loaded 2014	337	181 7	Boost Post
06/21/2014 10:56 am	The Steel Horse Bike Event is on, they are setting up so come on and register right next to Alan's	750	479 12	Boost Post
06/21/2014 10:55 am	Lots going on this morning Awesome Captains meeting - thank you Lloyd Thomson! See ya on the	928	674 11	Boost Post
06/21/2014 10:43 am	Kathy Morales 11 mins · And we're off!	558	243 23	Boost Post
06/21/2014 10:41 am	We r off!!! Texas outlaw challenge!!!! — with Rensley Dorcas, Lissa Johnson-Reator, Michelle Connely,	1.7K	1K 33	Boost Post
06/21/2014 8:40 am	Wish we were there!	492	7 0	Boost Post
06/21/2014 7:42 am	Texas Outlaw Challenge shared Amy Lane Schaub's post.	368	56 8	Boost Post

06/21/2014 6:49 am	this morning Captains Meeting at Alan's Swamp	738	7	Boost Post
06/21/2014 6:47 am	More pics from yesterday! Thank you Jay Nichols	1.3K	3.5K 20	Boost Post
06/21/2014 6:31 am	Paula Lucchesi 12 hrs	329	180 16	Boost Post
06/21/2014 6:28 am	Texas Outlaw Challenge shared speedonthewater.com's post.	539	408 17	Boost Post
06/21/2014 6:25 am	Michelle Connely June 19	1.6K	1.2K 22	Boost Post
06/21/2014 6:23 am	Texas Outlaw Challenge shared GoneAgain Skater's post.	212	62 2	Boost Post
06/21/2014 6:21 am	Justin Digiovanni 8 hrs	4	1.7K 522	Boost Post
06/21/2014 6:20 am	Texas Outlaw Challenge shared Jason Koehn's post.	330	342 12	Boost Post
06/21/2014 6:20 am	Texas Outlaw Challenge shared Jay Nichols's photo.	205	9 12	Boost Post
06/21/2014 6:19 am	Ray Andrus with Holly Holbert Rogers and 3 others 12 hrs 2014 Texas Outlaw Challenge Poker Run.	352	261 18	Boost Post
06/21/2014 6:15 am	Tiffany Wilson - 15 hrs More Pictures from the Texas Outlaw Challenge! A Great Party and Run Yesterday!	3.1K	8.3K 58	Boost Post
06/20/2014 5:38 pm	Thank you Click 2 Houston and Ryan! http://m.click2houston.com/news/power-boats-on-	10K	582 260	Boost Post
06/20/2014 5:33 pm	Mobile Uploads	415	121 7	Boost Post
06/21/2014 6:58 am	Jay Nichols Texas Outlaw Challenge 3 mins	1.5K	774 38	Boost Post
06/21/2014 6:51 am	http://www.harborwalk.com/ai1ec_event/texas-outlaw-challenge-poker-run-2014/?instance_id=	279	12 3	Boost Post
06/21/2014 6:49 am	Some of our Advertisers! Pic up some Bio-Kleen at this morning Captains Meeting at Alan's Swamp	738	457 7	Boost Post
06/21/2014 6:47 am	More pics from yesterday! Thank you Jay Nichols	1.3K	3.5K 20	Boost Post
06/21/2014 6:31 am	Paula Lucchesi 12 hrs	329	180 16	Boost Post
06/21/2014 6:28 am	Texas Outlaw Challenge shared speedonthewater.com's post.	539	408 17	Boost Post
06/21/2014 6:25 am	Michelle Connely June 19	1.6K	1.2K 22	Boost Post
06/21/2014 6:23 am	Texas Outlaw Challenge shared GoneAgain Skater's post.	212	62 2	Boost Post
06/21/2014 6:21 am	Justin Digiovanni 8 hrs	4	1.7K 522	Boost Post
06/21/2014 6:20 am	Texas Outlaw Challenge shared Jason Koehn's post.	330	342 12	Boost Post
06/21/2014 6:20 am	Texas Outlaw Challenge shared Jay Nichols's photo.	205	9 12	Boost Post
06/21/2014 6:19 am	Ray Andrus with Holly Holbert Rogers and 3 others 12 hrs 2014 Texas Outlaw Challenge Poker Run.	352	261 18	Boost Post
06/21/2014	Tiffany Wilson - 15 hrs More Pictures from the Texas		8.3K	

06/20/2014 6:22 am	Texas Outlaw Challenge shared GoneAgain Skater's photo.	897	32 58	Boost Post
06/20/2014 6:19 am	Texas Outlaw Challenge shared GoneAgain Skater's post.	762	297 21	Boost Post
06/20/2014 6:17 am	Texas Outlaw Challenge	629	26 22	Boost Post
06/20/2014 1:39 am	There is still time to register and plan to attend the Steele Horse Custom Bike Show - Saturday.	794	15 17	Boost Post
06/20/2014 1:32 am	Huge Shutout and lots of Thanks to all the people who make this event happen! Volunteers thank you	263	164 5	Boost Post
06/20/2014 1:28 am	Hey there Outlaws, great times yesterday! Awesome street party and Ms Charly's Saloon was hopping	1.7K	1.1K 46	Boost Post
06/19/2014 9:27 pm	6th street fun!	2.7K	2K 77	Boost Post
06/19/2014 7:18 pm	Come out to landrys, wear your crazy outfits and join us for the fun! Street party at 8pm!	1K	111 57	Boost Post
06/19/2014 6:36 pm	Registration at Landrys till 8pm then out for the street party! See you there!	980	529 9	Boost Post
06/19/2014 6:05 pm	Come register at our High Roller Table!	569	111 24	Boost Post
06/19/2014 6:04 pm	Texas Outlaw Challenge! Come out and get registered and join in on all the fun!	2.2K	1.2K 65	Boost Post
06/19/2014 6:03 pm	Come out and get registered till 8pm and join the fun!	478	100 21	Boost Post
06/19/2014 5:59 pm	Registration underway. Some of our sponsors!	1.2K	308 54	Boost Post
06/19/2014 4:10 pm	Outlaw Challenge sending off the shelter kids and moms on the beast in Kemah!!! Those happy	996	114 73	Boost Post
06/19/2014 10:44 am	Tonight Stampede Street Party- Kemah Lighthouse District! Tell your friends! Good morning Outlaws!	2.8K	786 111	Boost Post
06/19/2014 10:10 am	A RemInder, not that we could forget, but tomorrow, Friday June 20th OUTLAW SHOOT-OUT &	1	452 41	Boost Post
06/19/2014 7:20 am	Good morning, know many of you Outlaws are on the road - safe travels, see you soon! Posting	2.9K	973 111	Boost Post
06/18/2014 5:55 pm	Michelle Connely Jun 18th, 5:18pm I need a ride for Friday via Boat to Kenny's anyone one out there	764	57 6	Boost Post
06/18/2014 5:34 pm	Photos from Jay Nichols's post in Texas Outlaw Challenge By Jay Nichols Get ready and get em	826	281 30	Boost Post
06/18/2014 5:29 pm	Appreciation gifts??? I want one!! LOL http://texasoutlawchallenge.com/miss-charlys-blg-	755	52 11	Boost Post
06/18/2014 3:08 pm	Thank you Trent for the forecast post! From group: Texas Outlaw Challenge Great forecast for the	1.1K	66 23	Boost Post
06/18/2014 2:08 pm	Thanks to this great group of advertisers for their support!	850	278 5	Boost Post
06/19/2014 7:18 pm	Come out to landrys, wear your crazy outfits and join us for the fun! Street party at 8pm!	1K	111 57	Boost Post
06/19/2014 6:36 pm	Registration at Landrys till 8pm then out for the street party! See you there!	980	529 9	Boost Post
06/19/2014 6:05 pm	Come register at our High Roller Table!	569	111 24	Boost Post
06/19/2014	Texas Outlaw Challenge! Come out and get		1.2K	

06/17/2014 5:49 pm	Special appreciation and thank you to our gracious hosts City of Kemah, City of Seabrook, the Kemah	950	187 18	Boost Post
06/18/2014 1:59 pm	Special appreciation and thanks two of our inaugural advertisers! Legend Marine Group &	962	135 16	Boost Post
06/18/2014 1:46 pm	Another great supporter of the Texas Outlaw Challenge - Gulf Coast Pipeline Service! Thank you!	312	106 5	Boost Post
06/18/2014 1:44 pm	And a car show!	577	116 15	Boost Post
06/18/2014 1:44 pm	Don't forget! There's a bike show too . . .	392	107 12	Boost Post
06/18/2014 1:43 pm	Big Outlaw Thanks to Beck & Masten for their support of the 2014 Event.	280	98 2	Boost Post
06/18/2014 1:39 pm	Friday, Second Poker Run Stop TopWater Grill! Robert thank you for your support of the Texas	616	100 37	Boost Post
06/18/2014 1:33 pm	Evergreen Industrial Services, another great advertiser! Check out the Steel Horse Bike Show	728	98 4	Boost Post
06/18/2014 1:25 pm	Shout out to our advertiser DH Tech DeHumidification Technologies, Inc. Long time	591	114 28	Boost Post
06/18/2014 10:21 am	Registration / Check-in begins tomorrow at Landry's 2nd Floor in Kemah. The gang is working today to	731	112 35	Boost Post
06/18/2014 10:19 am	Good morning Outlaws! Hope your spreading the word about the Poker Run and especially the	3.5K	966 158	Boost Post
06/17/2014 8:30 pm	Our Supporters - Thank You! Make sure you check out the Advertisers page and click to our advertisers	658	129 21	Boost Post
06/17/2014 8:28 pm	One of our Poker Run Stops is Harborwalk on Saturday, home to Floyd's on the Water & Slappys	1.3K	492 28	Boost Post
06/17/2014 8:18 pm	The Texas Outlaw Challenge would like to thank the many people, advertisers, organization, places.	921	23 20	Boost Post
06/17/2014 8:03 pm	This fabulous water path to Casa de Kenny's is in the works! Thank you all for all your great work from	2.5K	2.1K 99	Boost Post
06/17/2014 5:49 pm	Special appreciation and thank you to our gracious hosts City of Kemah, City of Seabrook, the Kemah	950	187 18	Boost Post
06/17/2014 4:02 pm	Here's some helpful info if you're coming to the 7th Annual Texas Outlaw Challenge later this week!	1.5K	481 30	Boost Post
06/17/2014 3:34 pm	Shout out to Steve Fennell from Poker Runs of America for the coverage!	3.4K	130 118	Boost Post
06/17/2014 10:56 am	Thank you Culture Map for posting about the Street Party and the Shoot-out! You guys are amazing!	1.2K	170 25	Boost Post
06/17/2014 9:13 am	Good Morning Outlaws! If you did not get a chance to pre-register on-line, you still have a few more	1.8K	486 54	Boost Post
06/16/2014 9:33 am	Alright cowboys! You got a stay of execution! You can still pre-register for the 2014 Texas Outlaw	11.4K	316 109	See Results
06/16/2014 8:35 am	Good Monday morning to all you Outlaws! Are you ready for some power boating! We are only 4 days	1.6K	217 77	Boost Post
06/15/2014 10:30 am	What's better than speedboats and classic cars and hot rods??? Add motorcycles! Check out the Texas	496	0 15	Boost Post
06/15/2014 10:27 am	Who has room for 2 on Saturday???	664	8 4	Boost Post
06/15/2014 9:10 am	Today is the last day to pre-register for the Texas Outlaw Challenge! Do it now and make check in	4.9K	73 38	See Results
	The Texas Outlaw Challenge also has a car show		9	

8:30 am	from California back to the Texas Outlaw Challenge!	1.1K	49	Boost Post
06/13/2014 8:19 am	Only 6 days away from the start of the 7th Annual Texas Outlaw Challenge - The Biggest Waterfront	2.2K	72 90	Boost Post
06/12/2014 2:22 pm	http://speedonthewater.com/in-the-news/1354-texas-hospitality-to-the-extreme-live-from-kennys/	3.5K	324 109	Boost Post
06/12/2014 9:19 am	Is this you dreaming about being on your boat (yes I know some of you have the WOW performance	668	102 14	Boost Post
06/12/2014 8:32 am	Texas Outlaw Challenge on-line Registration ends June 16th. Those of you who have registered thank	2.3K	379 69	Boost Post
06/12/2014 7:23 am	Lots going on at the Outlaw Challenge...for the land band Be part of the Steelehorse Stampede	1.2K	145 25	Boost Post
06/10/2014 10:42 pm	Wonder if Gone Again Skater will be out for the Outlaw Shootout!	1.9K	215 132	Boost Post
06/10/2014 5:48 pm	Do you have the schedule for the Texas Outlaw Challenge? Well here it is! Make sure you register if	2.5K	429 94	Boost Post
06/10/2014 5:07 pm	Friday we will have the Outlaw 100 MPH Shoot-out Run, with the current record being 171MPH. Have	7.8K	843 162	Boost Post
06/10/2014 4:40 pm	Check this out, I believe Gino Gargiulo in his 48' MTI will be coming from Florida to make his Texas	2.1K	444 105	Boost Post
06/10/2014 4:34 pm	Rumor has it that this "little" beauty will be making its debut in Texas at the Texas Outlaw Challenge at	2K	162 136	Boost Post
06/14/2014 11:38 am	Timeline Photos	2.4K	226 159	See Results
06/13/2014 4:44 pm	180+ MPH! On 50' Cat, Key Biscayne Florida! - Speed Society	1.7K	72 47	Boost Post
06/13/2014 4:00 pm		566	124 24	Boost Post
06/13/2014 9:53 am	Love this - Thank you Lee Lockwood and Tiffany Willson!	1.2K	279 49	Boost Post
06/13/2014 8:30 am	I hear that Wozencraft Insurance is making the trek from California back to the Texas Outlaw Challenge!	1.1K	188 49	Boost Post
06/13/2014 8:19 am	Only 6 days away from the start of the 7th Annual Texas Outlaw Challenge - The Biggest Waterfront	2.2K	72 90	Boost Post
06/12/2014 2:22 pm	http://speedonthewater.com/in-the-news/1354-texas-hospitality-to-the-extreme-live-from-kennys/	3.5K	324 109	Boost Post
06/12/2014 9:19 am	Is this you dreaming about being on your boat (yes I know some of you have the WOW performance	668	102 14	Boost Post
06/12/2014 8:32 am	Texas Outlaw Challenge on-line Registration ends June 16th. Those of you who have registered thank	2.3K	379 69	Boost Post
06/12/2014 7:23 am	Lots going on at the Outlaw Challenge...for the land band Be part of the Steelehorse Stampede	1.2K	145 25	Boost Post
06/10/2014 10:42 pm	Wonder if Gone Again Skater will be out for the Outlaw Shootout!	1.9K	215 132	Boost Post
06/10/2014 5:48 pm	Do you have the schedule for the Texas Outlaw Challenge? Well here it is! Make sure you register if	2.5K	429 94	Boost Post
06/10/2014 5:07 pm	Friday we will have the Outlaw 100 MPH Shoot-out Run, with the current record being 171MPH. Have	7.8K	843 162	Boost Post
06/10/2014 4:40 pm	Check this out, I believe Gino Gargiulo in his 48' MTI will be coming from Florida to make his Texas	2.1K	444 105	Boost Post
06/10/2014 4:34 pm	Rumor has it that this "little" beauty will be making its debut in Texas at the Texas Outlaw Challenge at	2K	162 136	Boost Post

9:31 pm		1.2K	17	Boost Post
05/23/2014 9:28 pm	http://marinetechinc.com/2014/05/marine-technology-inc-headed-texas-outlaw-challenge-	700	23 22	Boost Post
05/23/2014 9:26 pm	http://mipowerboat.com/events/texas-outlaw-challenge-poker-run-tx/	3.3K	137 107	Boost Post
05/23/2014 6:52 am	Timeline Photos	3.1K	128 321	Boost Post
05/22/2014 12:33 pm	Texas Outlaw Challenge shared GoneAgain Skater's post.	339	0 6	Boost Post
05/21/2014 5:24 pm	Texas Outlaw Challenge's cover photo	645	69 0	Boost Post
05/21/2014 3:06 pm	Mark you Calendar for the Texas Outlaw Challenge June 19 - 22nd and the Stampede Street Party on	1.5K	103 77	Boost Post
05/21/2014 7:34 am	Texas Outlaw Challenge shared Donnie Smith's photo.	510	19 28	Boost Post
05/20/2014 6:05 am	Are you read for the Texas Outlaw Challenge? http://texasoutlawchallenge.com/	2K	53 80	Boost Post
05/10/2014 7:07 am	Its on! Have you registered yet! June 19 - 22nd, the Outlaw Challenge - it will be a big one!!	2.2K	37 69	Boost Post
05/07/2014 6:20 am	Texas Outlaw Challenge shared Karen Patterson's photo.	240	39 9	Boost Post

Jolanta Home

05/02 11:08	Page	Activity	Insights	Set	Denise Barker Gouge Please "LIKE" & "SHARE" this new page for our new business, the...	Export	Build Audience	Help
	Overview	Likes	Reach	Visits				
04/29/2014 7:26 pm	Texas Outlaw Challenge shared Flo Club's photo.				Sheila Renfro Ramber guessed a song on SongPop.	187	4 7	Boost Post
04/21/2014 5:41 am	Timeline Photos				Aneta Krozel likes Polish Events and Happenings in	989	130 40	Boost Post
03/12/2014 10:38 am	Texas Outlaw Challenge shared you				Christa Rostobar Chris Gisslen	124	10 1	Boost Post
03/12/2014 10:31 am	Texas Outlaw Challenge shared Se Freedom, Bay Area's photo.				Erica Dryden Jennifer K. Ripple	122	4 0	Boost Post
02/11/2014 4:20 pm	Texas Outlaw Challenge shared a v				Kathy Morales	444	88 8	Boost Post
02/11/2014 11:51 am	Texas Outlaw Challenge shared Ha Boating's photo.				Brian Marshall Becky Sowell	176	21 6	Boost Post
02/11/2014 11:13 am	Texas Outlaw Challenge shared a v				Taylor Bobb	627	117 22	Boost Post
05/21/2014 5:24 pm	Texas Outlaw Challenge's cover pho				Rick Cash Jeremy Ryan Th...	645	69 0	Boost Post
05/21/2014 3:06 pm	Mark you Calendar for the Texas Out June 19 - 22nd and the Stampede S				MORE FRIENDS (76) Amans Salinas	1.5K	103 77	Boost Post
05/21/2014 7:34 am	Texas Outlaw Challenge shared Do photo.					510	19 28	Boost Post
05/20/2014 6:05 am	Are you read for the Texas Outlaw C http://texasoutlawchallenge.com/					2K	53 80	Boost Post
05/10/2014 7:07 am	Its on! Have you registered yet! June Outlaw Challenge - it will be a big on					2.2K	37 69	Boost Post
05/07/2014 6:20 am	Texas Outlaw Challenge shared Ka photo.					240	39 9	Boost Post

Texas Outlaw Challenge

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Page Activity 18 Insights Settings

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201

Page Likes

56,311

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17

Notifications

1

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2012

2011

PEOPLE

1,561 likes

Leslie Jordan Seely, Diane Eaton Stevens and 138 others like this.



+136



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Valerie L. Mazewski

Invite



Sydney Lynn Yelverton

Invite

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June 19-22, 2014!! Outlaw Challenge! Offshore racing, car show, bike show!

www.texasoutlawchallenge.com

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Status Photo / Video Offer, Event +



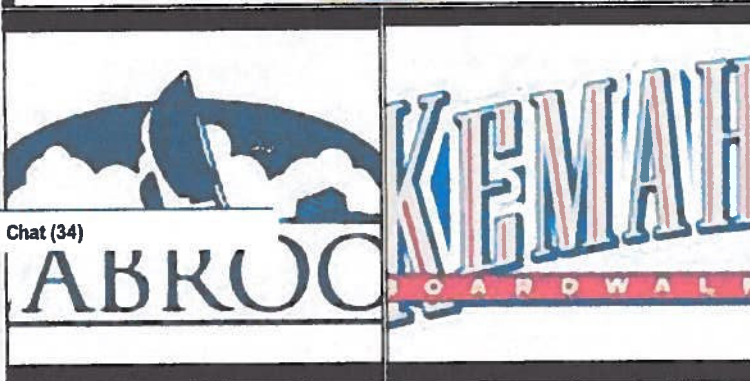
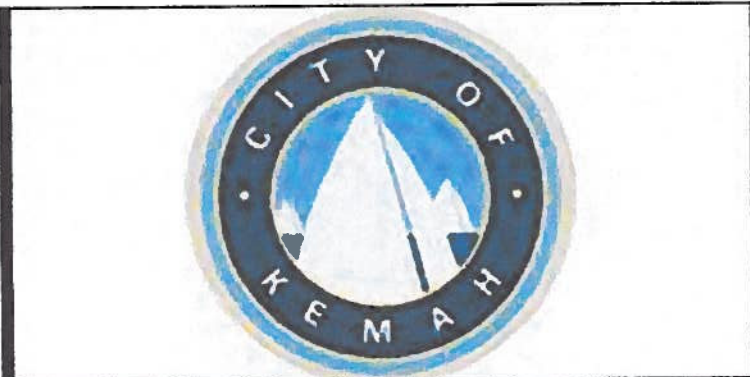
What have you been up to?



Texas Outlaw Challenge

Posted by Jolanta Antonina Mazewski-Dryden · 12 hours ago · Edited

Special appreciation and thank you to our gracious hosts City of Kemah, City of Seabrook, the Kemah Boardwalk and the City of Nassau Bay. The Texas Outlaw Challenge thanks you for your sponsorship and support and for graciously opening up your cities and the use of the cities amenities, tourism and marine community!



Chat (34)

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1 Share

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659 people reached

Boost Post



Texas Outlaw Challenge

Posted by Jolanta Antonina Mazewski-Dryden · 9 hours ago

Our Supporters - Thank You! Make sure you check out the Advertisers page and click to our advertisers websites!

<http://texasoutlawchallenge.com/sponsor-details-2/visit-our-advertisers/>



Like · Comment · Share

1 Share

Kelli Noe-Lessence and 8 others like this.



Write a comment...

341 people reached

Boost Post

Chat (34)



Texas Outlaw Challenge

Posted by Jolanta Antonina Mazewski-Dryden · 9 hours ago

The Texas Outlaw Challenge would like to thank the many people, advertisers, organization, places, cities and volunteers that make-up this Event! We are greatly appreciative of your support to the Outlaw Challenge and appreciate the commitment you make to ensure the success of this event. We are in the top 10 ten of the countries best Poker Runs and all of you made this possible. Throughout the course of the event we will be featuring our supporters! Again thank you and have a roaring 2014 Outlaw Challenge!

Like · Comment · Share

2 Shares

GoneAgain Skater, Mike Strom, Jason Koehn and 11 others like this.



Write a comment...

UPCOMING EVENTS



2014 7th Annual Texas Outlaw Cha...
Tomorrow

NOTES

Texas Outlaw Challenge Silent Auction
April 25, 2011

2011 Sponsorship
March 13, 2011

2011 Texas Outlaw Challenge
February 4, 2011

POSTS TO PAGE



Jason Koehn
Yesterday at 8:01pm

The first boats are already showing up under the bridge...lol

Like · Comment

13 17



George Lavergne
Yesterday at 3:03pm

texas big boats „club will be there , from beaumont texas .

Like · Comment



GoneAgain Skater
June 15 at 8:49pm

PLEASE, stop by and visit the GONE AGAIN SKATER tent at the street p... [See More](#)

Like · Comment

26 1

LIKED BY THIS PAGE



Bob's Salsa With A Kick



Wozencraft Insurance

THIS WEEK

201
Page Likes

56,311
Post Reach

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17
Notifications

1
Message

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2013

2012

2011

Texas Outlaw Challenge

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2,004 likes

Marcus McCarroll, Leslie Jordan Seely and 149 others like this.



+146

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Judy Dittmer

Invite



Valerie L. Mazewski

Invite

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ABOUT

June 19-22, 2014| Outlaw Challenge| Offshore racing, car show, bike show!

<http://www.texasoutlawchallenge.com>

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PHOTOS



April Embrey Serafin likes
Becky Sowell's photo.

John J Shrewsbury likes
Christine Pearson
Glozzo's photo.

Melanie McComb
NalSmith likes Paul
Garrett's photo.

Lane Newsome Web

Christa Rostohar Mobile

Erica Dryden Mobile

Jennifer K. Ripple Mobile

Becky Sowell Mobile

Cristina Del Bos... Mobile

SydneyLynn Yelv... Web

Lauren Nutt Mobile

John Ennis Web

Judith Flanagan... Mobile

Amari Selinas Mobile

Amari Selinas Mobile

Amari Selinas Mobile

Amari Selinas Mobile

Amari Selinas Mobile

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Following

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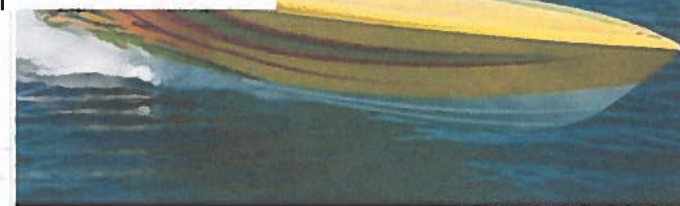
Change Cover

Offer, Event +

shared Wet Therapy's photo.
Jolanta Mazewski-Dryden · about an hour ago

West, Florida Powerboat Nation
lagazine BoatFlorida.com
oats — with Myboat Page and 47 others.

Search



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7 people like this.



Write a comment...

237 people reached

Boost Post



Texas Outlaw Challenge shared Wet Therapy's photo.
Posted by Jolanta Antonina Mazewski-Dryden · July 1

Who Agrees with Me?

Florida Powerboat Club Powerboat Nation Powerboat Adventures
Checkmate Power Boats Key West, Florida Calema Windsurfing &
Watersports — with Dennis M Liebman and 49 others.



THIS WEEK

15

Page Likes

3,989

Post Reach

UNREAD

11

Notifications

7

Messages

Recent

2014

2013

2012

2011



Like · Comment · Share

1 Share

Melissa Tatum and 8 others like this.



Write a comment...

683 people reached

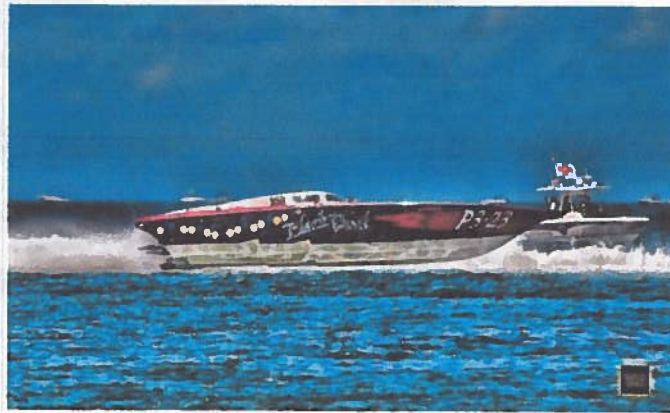
Boost Post



Texas Outlaw Challenge shared Gary Jones's photo.

Posted by Jolanta Antonina Mazewski-Dryden · July 1

Suncoast Super Boat Grand Prix 2013 Sarasota FL. — with [Hering Propellers](#) and [Keith Rucker](#) at Lido Key Beach, FL.



Like · Comment · Share

Melissa Tatum and 13 others like this.



Write a comment...

545 people reached

Boost Post



Texas Outlaw Challenge shared KHOU 11 News's photo.

Posted by Jolanta Antonina Mazewski-Dryden · July 1

IN CASE YOU MISSED IT: A new law aimed at protecting Texas waterways goes into effect July 1, and it will have boat owners pulling plenty of plugs.

Read more --> <http://bit.ly/1sT2nFT>



Like · Comment · Share



Like · Comment · Share

Melissa Tatum, Kelli Noe-Lessenco and 22 others like this.



Write a comment...



Yvonne A. Aleman What an awesome photo! Great event, awesome friends! Thanks, Jay, for the photo!

Like · Reply · June 30 at 10:33am

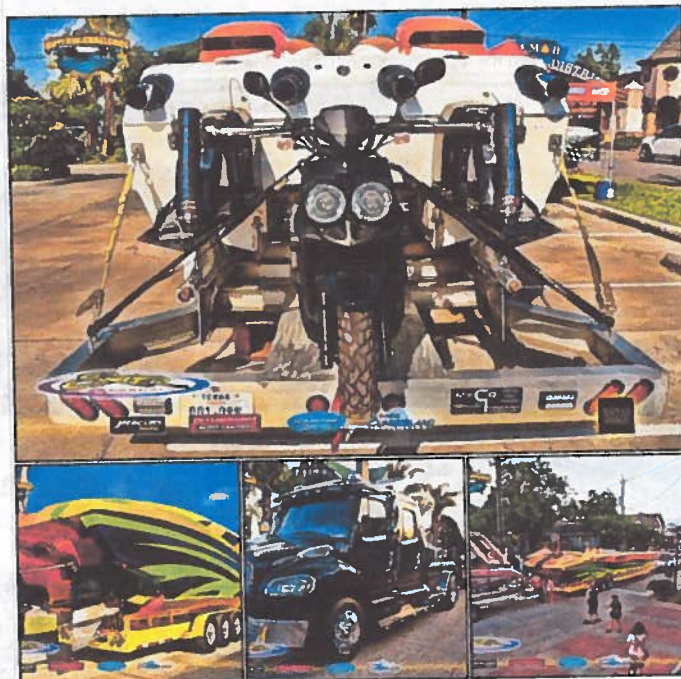
1,039 people reached

Boost Post



Texas Outlaw Challenge shared NAPLESIMAGE.COM's album.
Posted by Jolanta Antonina Mazewski-Dryden · June 30

Texas Outlaw Challenge 2014 (62 photos)



Like · Comment · Share

Kelli Noe-Lessenco, Tiffany Wilson and 28 others like this.



Write a comment...



Terran Kranish Austin Erickson Dan Schlarb

Like · Reply · 1 · June 30 at 9:21am

1,221 people reached

Boost Post



Texas Outlaw Challenge shared a link.
Posted by Jolanta Antonina Mazewski-Dryden · June 27

Thank you Kapp !
Till next year ciao!

<http://www.hotboat.com/vbm/showthread.php?t=5848&p=118209&posted=1#post118209>



Outlaw challenge kaps wrap up
www.hotboat.com

2014 Texas Outlaw Challenge Kaps Wrap Up: Call to
Kemah: San Diego to Kemah this year was well worth
the effort. As you all know I came out for the Ticklaw 200



Texas Outlaw Challenge Wrap-Up: Off the Charts
speedonthewater.com

Written and edited by co-publishers Matt Trulio and Jason Johnson, who have a combined 25 years of covering high-performance boating, SpeedontheWater.com, Inc. is dedicated to giving its visitors the inside story on the spectacular events, people and products that make up the world of performance bo...

Like · Comment · Share

14 Shares

59 people like this.

Top Comments



Write a comment...



Kurt Larson Is their a list somewhere of the shootout run classes and speeds?
Like · Reply · June 25 at 8:44pm



Megan Marie Rothermel This year really was an amazing event! I love that my parents are the ones that put this event on every year. It's crazy to see where this event started and what it is now.
Like · Reply · June 25 at 9:05am

4,282 people reached

Boost Post



Texas Outlaw Challenge shared Garry Guertin's photo.
Posted by Jolanta Antonina Mazewski-Dryden · June 25

With **John Caparelli** in **Kemah, TX**



Like · Comment · Share

Greg Harris, **Susan N Eddie Guidry**, **Kelli Noe-Lessenco** and 12 others like this.



Write a comment...

719 people reached

Boost Post

See More Stories



Jolanta Dryden jola@drydeneventproductions.com

Outlaw Updates and Info for the Texas Outlaw Challenge

Offshore Thunder Productions - Texas Outlaw Challenge

Tue, Jun 17, 2014 at 2:16 PM

<paul@texasoutlawchallenge.com>

Reply-To: paul@texasoutlawchallenge.com

To: jola@drydeneventproductions.com



Jola We are only 3 days till the boats are roaring in Texas!

Outlaw Updates & Information

ARRIVAL:(Boat, Trailer & RV)

Noon - 6 pm

Lot X off of Texas Ave in Kemah

Come in under the Arches and Look for the Outlaw Challenge Signage

CHECK-IN & ON-SITE REGISTRATION:

Thursday: 4:00 pm - 8:00 pm Kemah Boardwalk Landry's (2nd Floor)

Friday: 8:00 am - 1:00 pm Alan's Swamp Shack (Late Arrivals)

5:00 pm - 8:00 pm Top Water

Saturday: 8:30 am - 10:30 am Alan's Swamp Shack (Late Arrivals)

ARMBANDS:

Upon check-in you will be given a variety of armbands, please do not lose them - they are not replaceable. Registered guests with armbands are the only ones admitted at Poker Run stops and the Poker Run events. Armbands are a must at each stop.

SATURDAY NIGHT DINNER & RESERVATIONS:

Saturday night dinner registrants will be able to choose the restaurant of their choice at the Kemah Boardwalk and enjoy their meal from 6:00 pm - 10:00 pm. Each registered participant will receive a **\$25 Voucher (coded)** that will be good for use at **any Kemah Boardwalk restaurant that Saturday Night - ONLY.**

Reservations-KEY: On Thursday at check-in, there will be a representative from the

- Five (5) Poker Run stops must be made: - 5 cards only are dealt.
- WINNER TAKES ALL! 100 boats plus... Do the math!

Game entry: Thursday during Registration (3rd Floor Landry's)
Friday at 1st & 2nd Stops
Saturday at 9:00 am Captains Safety Meeting and Lunch Stop
Saturday evening 6 pm - 8 pm at Aquarium (3rd Floor)

- Cards will be dealt Saturday evening from 6:00 pm - 9:00 pm at Aquarium (3rd Floor)

SHOOT OUT:

- Friday, 8:00 am Sharp, Outlaw Shoot-out Safety Meeting at Alan's Swamp Shack
- Shoot Out Runs 9:30 am - Noon
- Location: On designated Safety Course in Galveston Bay

RUN TO CASA DE KENNY:

The Run to Kenny's is Friday after the Shoot-Out (Noon - 4:00 pm). Note there are 46 new & very visible channel markers that will assist you in your run to Kenny's. Additionally, there are 20 local boats designated with Texas flags that can be followed.

PARKING:

Free parking is available for trailers, RVs and general parking in Lot X. Boat Shuttle is available to take people across to the boardwalk for free. Boat/trailer parking is free in Lot X; please call to ensure we have a spot reserved for you. Parking for vehicles is also free in this area.

DIRECTIONS:

Exit HWY 146 on 6th Street, at the stop light turn right. Once on 6th street, make a quick left on Texas Ave, you will see the arches and the signage for the Texas Outlaw Challenge, you will also see the boat shuttle down the street.

Parking in Kemah: Weekend parking - Surface lots \$6; closest Lot & Garage \$7

Regarding RV's and Trailers, please let us know in advance.

CONTACTS AND HELPFUL LINKS:

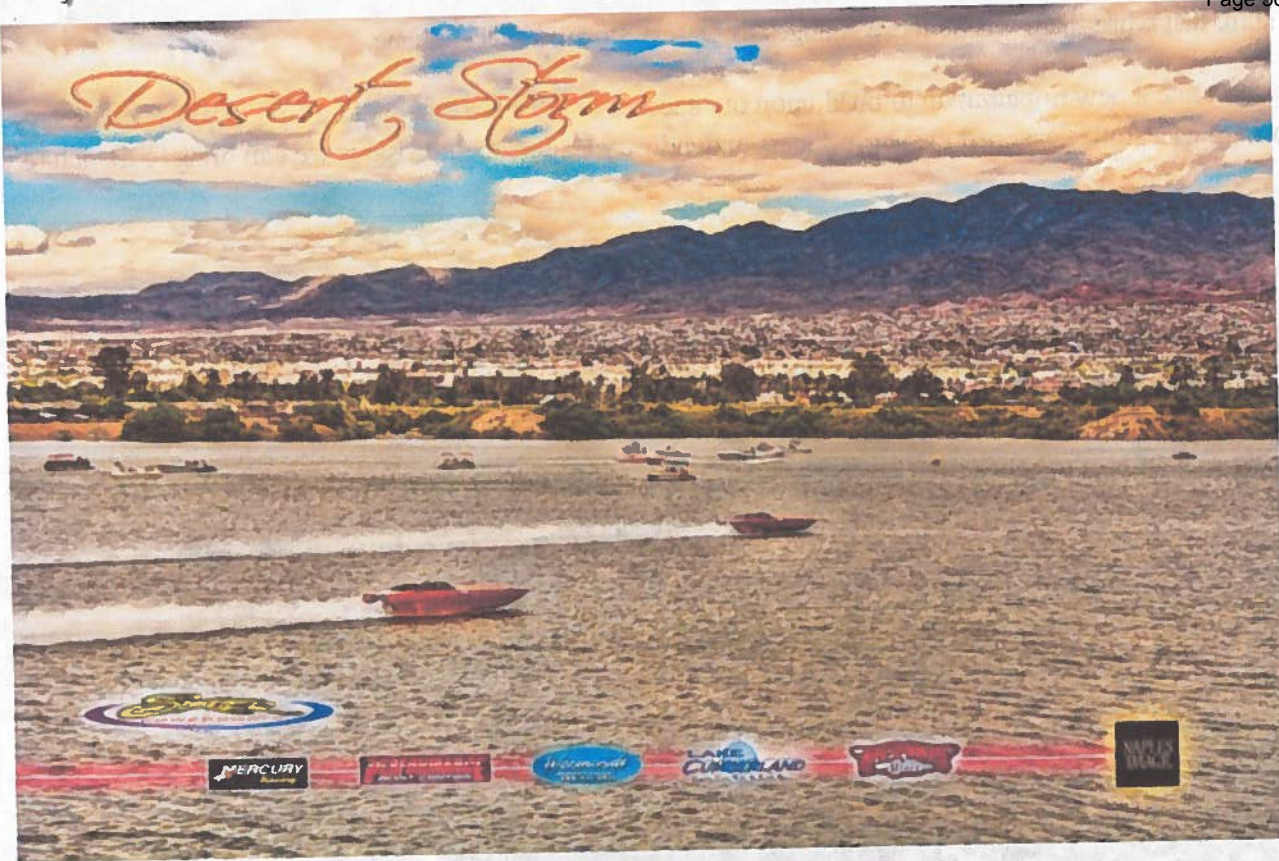
Media/PR or Advertiser Relations:
Jola Dryden 713-805-5810
jola@drydeneventproductions.com

[Map of Kemah Boardwalk](#)

[Hotels in the Area](#)

[Event Schedule](#)

We look forward to seeing you and creating boating memories at the Biggest Performance Boat Party in Texas. Thank you and see you in 3 Days!



Desert Storm remains the largest go-fast boat event West of the Mississippi. Photo by Jay Nichols

The goal wasn't just to enable poker participants to take the day at their own pace, but to discourage them from seeing the event as a race. Shortly after the start last year, there was an accident in which no one was injured but one that reportedly spawned a few lawsuits and heightened the organizers' already serious concern about safety on the poker run course. This year's poker run saw no such incidents, an impressive fact given that more than 150 go-fast boats—some capable of running more than 180 mph—were registered for the event.

Nichols says he did hear a few comments about the lack of "excitement" created by this year's staggered-time start. But he says he also heard from many participants that they "Enjoyed the more relaxed boating atmosphere as they took their time running to the various card stops, rafting up with friends and "taking in the sights and sounds of Lake Havasu."

The day before the run, Desert Storm's organizers hosted the annual Street Party on a mile-long stretch of McCullough Avenue in Lake Havasu City. The party featured more than 90 exotic, high-performance V-bottoms and catamarans and 40 displays from marine industry companies. And while it would be a stretch to describe most of the estimated 20,000 to 30,000 folks in the crowd as "serious" performance boat customers, they created the kind of electric, good-time atmosphere that most boats shows would kill for from noon to 9 p.m.

Despite the fact that Desert Storm has eliminated group starts from its poker run format, it hasn't pulled the perception of speed—much less the reality of it—from the event. Even in blustery conditions, Saturday's Top Speed Shootout hosted 67 serious top-speed runs on the liquid-mile course near the Nautical Inn, which was Desert Storm's host hotel and home base for all the parties and award celebrations. In the end, local aquatic speed-merchant Gary Smith took top shootout honors with a 170-mph blast in *Predator*, his 40-foot Skater catamaran powered by twin 1,700-horsepower engines.

While there had been a number of questions regarding Desert Storm's future heading into this year's event, Nichols—who actually had stomach surgery during the event but rallied to see it through—assured participants, sponsors, and his

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57

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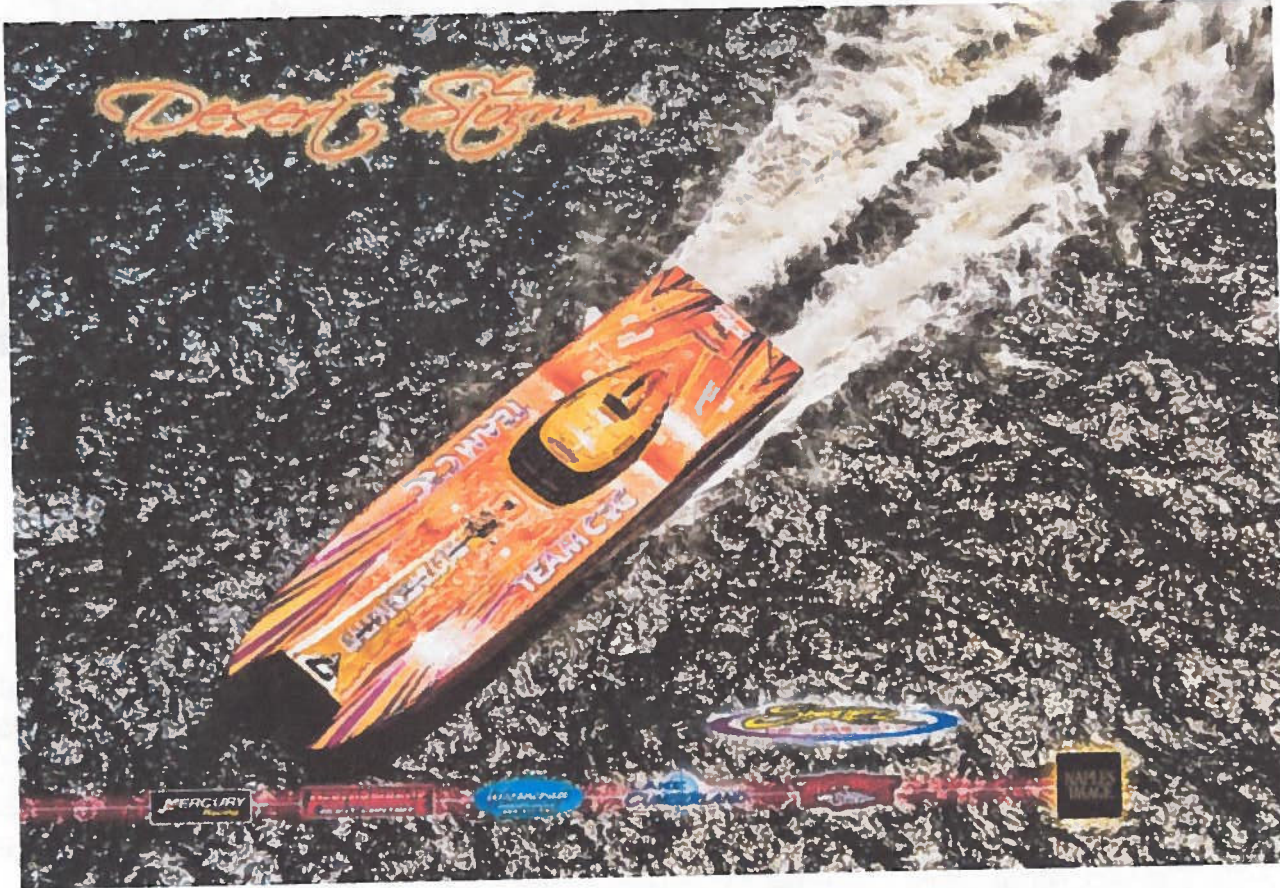
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8+1

0

3

Even after taking more than 8,000 frames in just three days late last month during Desert Storm—Lake Havasu's annual celebration of speed on the water in Arizona—photographer Jay Nichols wasn't ready to leave. Sunburned and wind-chapped from something like 12 hours flying around in a Robinson 44 helicopter with its doors removed, the ace photographer, who is based in the St. Petersburg, FL, area, still wanted more.



The annual Desert Storm event on Lake Havasu, AZ, attracts exotic hardware, including offshore race boats, from around the country. Photo by Jay Nichols

"This trip could have lasted forever," says Nichols, who was headed to the Tickfaw 200 Poker Run the following weekend, and the Texas Outlaw Challenge the weekend after that. "I love this event, and I've been fortunate come out and shoot it for the past few years. It's special."

Given the divide between the East and West coast worlds of high-performance powerboating, Nichols couldn't have been more correct. While the largest and most vital segment of the go-fast boat world, from builders to buyers, lies East of the Mississippi River, Desert Storm, with its Street Party, Poker Run, and Top Speed Shootout isn't just the strongest event out West, it's one of the top two or three go-fast boat happenings *in the country*. And this year was no exception.

That came as particularly good news to Jim Nichols, the event's primary organizer, and his group of volunteers as Desert Storm initiated a *major* change for the start of the poker run this year. No longer would the boats start in waves led by safety boats. Instead, the run had a general start time of 11 a.m. and cut-off time of 2 p.m. Participants could head out on the water and return at their leisure.



Southwestern Splendors: Desert Storm and Texas Outlaw

Created: Wednesday, 22 January 2014 10:56

Written by Jason Johnson

Print Email

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LakeRacer LLC, has a couple of new things in store for the Desert Storm Poker Run on Arizona's Lake Havasu. Photo by Jay Nichols/NaplesImage

While conducting interviews on Monday for an upcoming magazine feature, I reached out to a couple of influential promoters of poker runs—Jim Nichols and Paul Robinson. Nichols is the president of **LakeRacer LLC**, the organization behind the Desert Storm Poker Run and Monster Bash Poker Run in Lake Havasu City, Ariz., and Robinson heads up the efforts behind the **Texas Outlaw Challenge** in Seabrook, just outside of Houston.

For both Nichols and Robinson, these popular events are practically full-time jobs on top of their "real" full-time jobs. And somehow they're always quick to get back with participants, sponsors and even media types like me. After talking with each of them about their plans for 2014—some on the record, some off—the enthusiasm I've shown in two of my last five columns (see **My 2014 Event Wish List** and **A Positive Outlook**) toward the impending boating season and beyond is even greater.

Read more: Southwestern Splendors: Desert Storm and Texas Outlaw



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JUNE 19-22 2014

HERING
PROPELLERS



DESERT STORM

PRESENTED BY LAKERACER AND TEAGUE CUSTOM MARINE

**Poker Run
and
Shootout**

\$4.99



Poker Run Shoot Out
Come See The Boat Run
Street Party Witness The Need For Speed
Downtown Lake Havasu City
Charity Events Help A Child In Need

April 23 - 27
LAKE HAVASU - AZ
KICKIN' OFF THE 2014 BOATING SEASON

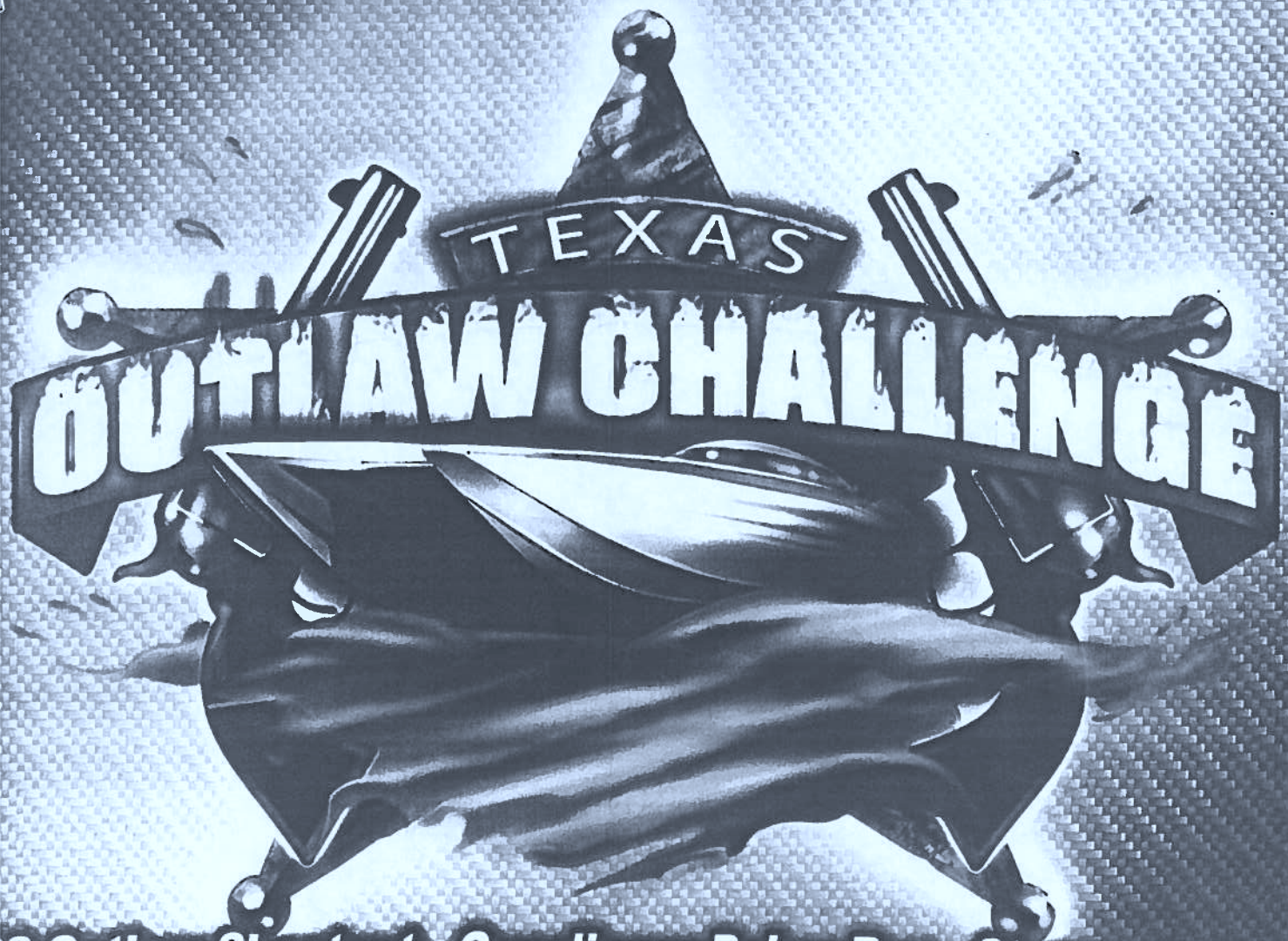
Best Weather • Best Boats • Best Parties • Best Women

Includes - Lake Havasu Boat Show Section

Schedules, Forms, Maps, information, Team Photo's & Much, Much More!!

BIGGEST POKER RUN PARTY IN TEXAS

TH ANNUAL SHOOTOUT
June 19th - 22nd 2014



S Outlaw Shootout - Gunslinger Poker Run - Stampede Party
Steel Horse Bike Show - Horsepower Car Show - Outlaw Corral

exasOutlawChallenge.com

Shifting Gears



Innovation builds high-performance, high-torque gas and diesel engines for various military customers (and has also won several offshore championship races with their engines), including U.S. and foreign and consumer customers, and wanted to make sure it could provide reliable transmissions as part of the package.

The transmission that will be produced at Huber Marine and Machine is called the Huber 1550. It can handle 1,500-foot pounds of torque and has 11 clutch plates. The clutch disc material is upgraded to graphite and the increased number of discs gives the 1550 the ability to handle greater torque loads. Other noteworthy features include a nitride oil

pump for reduced wear and better corrosion protection, a nitride input shaft for increased torque capacity and improved wear, a longer hub to accommodate more discs, and a larger piston in the forward clutch cylinder to increase clamping force on the forward clutch disc.

A deep sump stainless steel oil pan on the transmission keeps the oil below the rotating components, resulting in less parasitic loss and more horsepower output at the propeller shaft. An integral windage tray keeps oil out of rotating parts during acceleration for more efficient operation.

After spending a week in training at the Huber facility in Baton Rouge, Halpin packed up what he needed and moved it all to Sarasota. Initially, his focus will be on keeping up with the demand from the military contracts, but he said he plans to increase the consumer side as well, rebuilding transmissions for civilian customers. "My personal goal is to increase the consumer side," he said. "The government side, we know how many transmissions we need to supply. If we do not have any vendor supply problems we can keep up with the government side of things."

For more information contact Huber Marine and Machine at 941-587-8313, www.hubermarine.com

"The Real Story Few Boaters Know," states Bill Taylor, Publisher, PRA.

"Just about every transmission on boats today stems from the original Huber Velvet Drive basic 72c Borg-Warner Velvet Drive. Vern Huber of Huber Marine supplied the transmission to Mercury Marine for years where just about every Scarab, Baja, Fountain, Checkmate, Hustler, Apache, Cigarette, Sonic, the Chris Craft Stingers, the bullet-proof Mercury Number 5 surface-piercing outdrives and even the well-known TRS outdrives, had a connection to the drive."

The earlier years of the 900 SC Mercury Racing engine also had modified Huber transmissions. After speaking with Dave Stiff of Innovation – a former Mercury employee – he remarked that he built the 72c Borg-Warner for all the TRS's outdrive when he was at Mercury.

"The 72c was the original and just about everything that's built today is a derivative of that," said Dave Stiff of Innovation Marine.



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Florida Powerboat Club



Greetings!

The summer is already heating up with some great poker runs all over the United States and Canada. The Texas Outlaw Challenge has become a *Must-Do* on the southern poker run tour, with great hospitality, excellent facilities, wild parties and high speed thrills on Clear Lake & Galveston Bay!

I personally had the privilege of participating last year, where over 150 powerboat teams took part and the leading manufacturers displayed their finest high-performance hardware. To beat the heat....there's an enormous swimming pool at every party, so plan on cooling off and enjoying the scenery. You won't be disappointed!!

We wish organizers Paul & Arlette all the best as they ramp up for this festive poker run, and remind everyone to BE SAFE!

Sincerely,

Stu Jones

President, Florida Powerboat Club

[Optional Link](#)

THE BIGGEST POKER RUN PARTY IN TEXAS

7TH ANNUAL SHOOTOUT
June 19th - 22nd 2014



GPS Outlaw Shootout - Gunslinger Poker Run - Stampede Party
Steel Horse Bike Show - Horsepower Car Show - Outlaw Corral

TexasOutlawChallenge.com

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The 21ST ANNUAL

KEY WEST POKER RUN

FPC's Signature Event Hosts 140 Teams!



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Are they the solution
to SAFER high speeds?



LIGHTING UP THE NIGHT

Winterfest Boat Parade
Awakens the Holiday Spirit



*Sponsor
Spotlight*

ACTIVE THUNDER BOATS

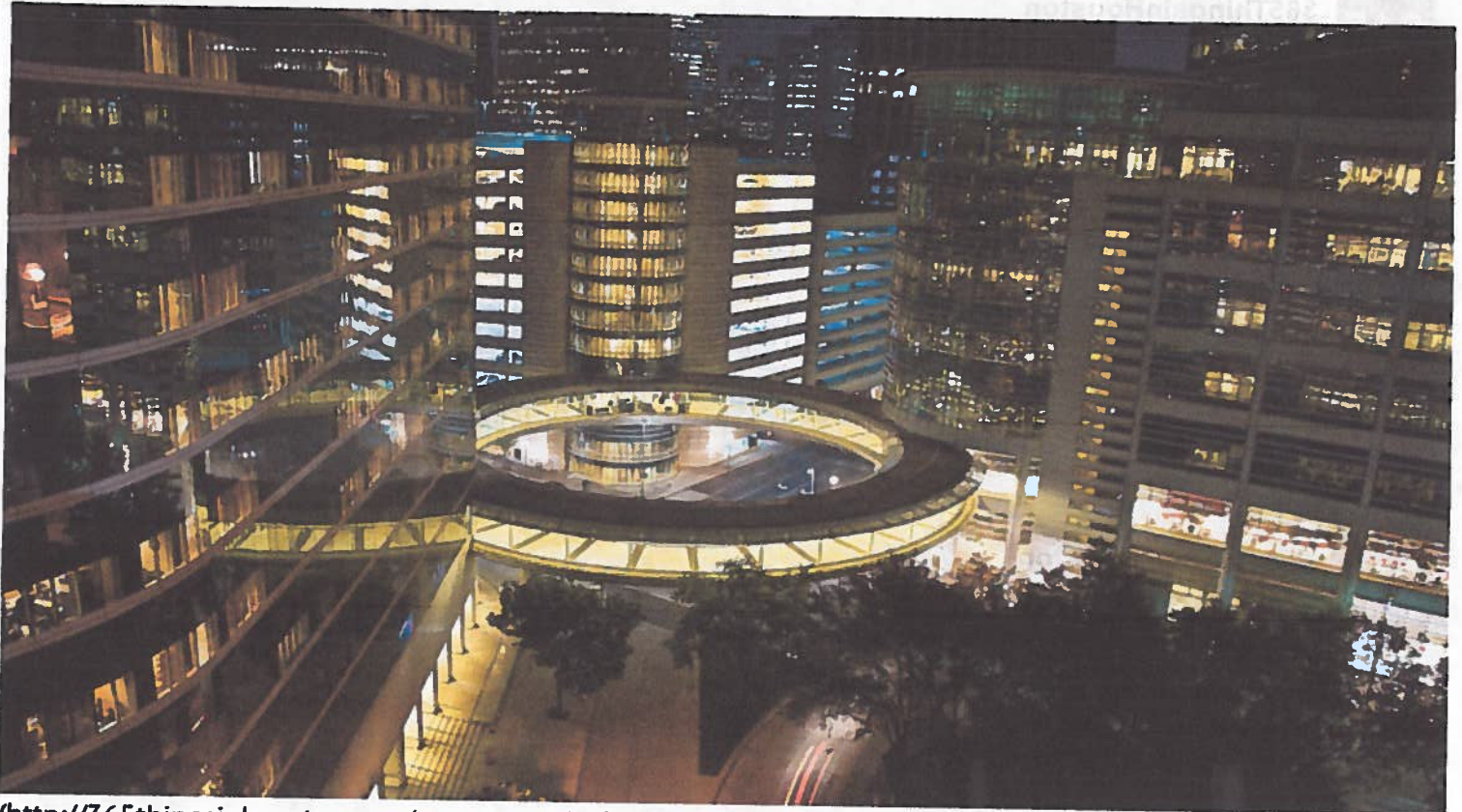
THE GIRLS OF FPC

Heather
Key West, 2013



WWW.FLPOWERBOAT.COM

Jun 17, 2014



(<http://365thingsinhouston.com/wp-content/uploads/2014/06/things-to-do-this-weekend-in-houston-june-19-to-june-22-2014.jpg>)

Photo credit: Dre Dark (<https://www.flickr.com/photos/14012859@N08>) via CC

Make the most of your weekend with our Houston Weekend Guide for Thursday, June 19 to Sunday, June 22, 2014.

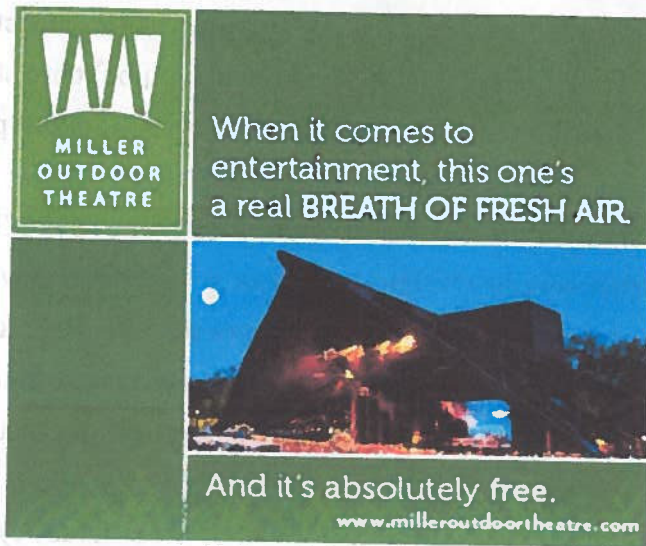
It's a weekend for multi-day events, with World Cup viewings dominating city bars and public spaces, Summer Symphony Nights at Miller Outdoor Theatre, Texas Black Expo, the start of Houston's Gay Pride Week (<http://365thingsinhouston.com/2014/06/18/houston-gay-pride-week-2014-schedule/>), the Texas Outlaw Challenge in the Bay Area, Juneteenth celebrations and ceremonies (<http://365thingsinhouston.com/2014/06/18/juneteenth-houston-2014-galveston-parades-festivals/>) and a lot more. Sure it's officially hot and humid out, but that's no reason to lock yourself inside your place without entertainment.

If you're still scoping out your weekend plans, then you're in the right place. We're here to help with our Weekend Guide, featuring great things to do Houston this weekend.

Things to Do All Weekend

- › (<http://milleroutdoortheatre.com>) **Summer Symphony Nights at Miller Outdoor Theatre**
(<http://365thingsinhouston.com/2014/06/19/exxonmobile-summer-symphony-nights-houston-miller-outdoor/>)
| FREE | Friday and Saturday – Kick off the official start of summer with two distinct musical programs featuring

guest
musicians
joining
the uber-
talented
members
of the
Houston



Weekend Shortcuts

All Weekend Long

Thursday, June 19

Friday, June 20

Saturday, June 21

(<http://365thingsinhouston.com/2014/06/17/things-to-do-this-weekend-in-houston-june-19-to-june-22-2014/2/>)

Sunday, June 22

(<http://365thingsinhouston.com/2014/06/17/things-to-do-this-weekend-in-houston-june-19-to-june-22-2014/2/#sun>)

Symphony. 8:30pm both nights.

› **Juneteenth Celebrations and Ceremonies in Galveston and Houston**

(<http://365thingsinhouston.com/2014/06/18/juneteenth-houston-2014-galveston-parades-festivals/>) | Thursday

through Saturday – It's the 149th anniversary of Juneteenth, the date that the Emancipation Proclamation was finally

received and read aloud in Galveston – for the first time in the South. There are many events, both serious and fun, happening in Galveston and here in Houston to mark the occasion.

› **Gay Pride Houston 2014 (<http://365thingsinhouston.com/2014/06/18/houston-gay-pride-week-2014-schedule/>) | Begins Friday** – Although the official Gay Pride Weekend isn't for another week, festivities begin this weekend, building up to next weekend's Montrose-spanning party and parade.

› **11th Annual Texas Black Expo at George R. Brown Convention Center (<http://texasblackexpo.com>) | Daily** – Founded by Jerome Love (<http://365thingsinhouston.com/2014/06/16/jerome-love-texas-black-expo-my-top-5/>), Texas' largest African-American empowerment festival and networking event is packed with program combining business development opportunities, youth initiatives, health and wellness expositions and entertainment.

› **Disney's The Little Mermaid (<http://365thingsinhouston.com/2014/06/08/the-little-mermaid-houston-tour-tuts-june-2014/>) at Hobby Center (<http://365thingsinhouston.com/2014/06/08/the-little-mermaid-houston-tour-tuts-june-2014/>) | Daily** – Journey under the sea with Ariel, Sebastian and the rest of your favorites as Theatre Under the Stars presents Disney Theatrical's stage production of the classic 1989 film. Tickets start at \$24, but you may find cheaper or better seats via TicketNetwork's resale market (<http://www.jdoqocy.com/fb106shqnhp4B659D65465BA85EE?sid=3791245&url=http%3A%2F%2Fwww.ticketnetwork.com%2Fticket%2Fthe-little-mermaid-houston-events.aspx>). Times vary.

› **7th Annual Texas Outlaw Challenge in the Bay Area (<http://texasoutlawchallenge.com>) | Daily** – Holler "Yeehaw!" at this four-day mash-up of car show, bike show, offshore powerboat racing, poker tourney, Stampede street party and bikini contest with events in Kemah, Clear Lake and Galveston.

50% off energy charge.
6 a.m. to 2 p.m. TXU Energy
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Texas Outlaw Challenge Post Form Report

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 2014/15	Amount Allocated FY 2013/2014
\$25,000	*\$12,500 \$7,500 released prior to 2014 event \$5,000 released after 2014 event contingent on Council approval
Event to be held on June 18-21, 2015 – Application Attached	
<i>*Hotelier Input – Questionnaire for all events included in Agenda Packet</i>	
Comfort Suites (Best Western) Bayport Blvd.	
Increases Tourism	Yes
Puts Heads in Beds	Yes
Increase, cut or remain the same	Increase
Additional Comments	None provided
Hampton Inn	
Increases Tourism	Yes
Puts Heads in Beds	Yes
Increase, cut or remain the same	Increase
Additional Comments	"Noticeable impact in the community. Substantial traffic throughout the market. Advance bookings. Visibly this event has more impact than Keels and Wheels."
Beacon Hill Bed & Breakfast	
"I had one boat participant that booked last minute. None of my other 6 couples staying that weekend were aware of the event. I do not see increasing the funds. In my opinion, HOT money should be used as seed money for select events in Seabrook. That once an event proves solvent, the HOT funds should diminish with time. If funds are to be given to get the event going, after proving solvent, (2 to 3 years), the organizer could/should repay HOT for the loan. As I understand it, event profits typically go to charity.~ Delaina Hanssen	
Staff Input	
Police Department	Event holder hires off duty officers for security during event even with event being held in Kemah.
City Secretary's Office	The event was moved to Kemah so no need for special event permits.
Communications Department	No communication issues with the 2014 event.
Public Works	N/A
Application Notes	
<u>2014/2015 Application</u> - Completed application – however very vague statements - Pg. 4 Description on how HOT funds will be used is lacking - Pg. 5 Good supplemental attachment of media outlets - Pg. 5 Somewhat vague geographic area of reach, specifically by the mention of Canada - Pg. 6 What hotels give room blocks? How many rooms are blocked by hotels that offer a block? - Pg. 6 Incomplete list of other financial support - Marketing plan not included	

- Budget detail not included
- Sample advertising not included

2014 Post Form Report

- Returned on time
- Completed report
- The 2014 Texas Outlaw Challenge HOT Application stated the event would be held at Endeavor Marina on Clear Lake, however, Offshore Thunder Productions changed the event venue to Kemah under the bridge
- No mention of how many rooms were blocked and at what hotels.
- Summary of event included with approximate budget numbers
- Media exposure included - note: the value is not what was actually spent but an "estimate" of what the cost would be according to the event holder.
- We would like to see the survey/data of the preregistered boats that contains the hotel data. Note on pg. 5 of the Report that the Marriot and Springhill are listed as two separate hotels, which is incorrect.
- Charities listed, but no letters stating how much each charity received
- Sample advertising included

Committee Remarks

Recommend funding \$5,000

With more and more events being held in the surrounding community, it is the recommendation of this committee to limit funding events that are held outside the city limit to \$5,000. While this event does increase tourism in our area, the City of Kemah received a great economic benefit from the event as their restaurants and hotels were closer for event goers.

The Outlaw Challenge is not the only event to request HOT funding that is held outside city limits. The city recently funded the Battleship Texas Celebration and capped that funding at \$5,000. By capping the amount given to events outside the city, it may encourage more events holders to hold their event in Seabrook rather than in surrounding cities.

Suggestions to Event Coordinator

- No marketing plan was included with the application. A marketing plan is a comprehensive blueprint, which outlines the organization's overall marketing efforts. It should identify your target audience, how you plan to reach that audience, and how you will retain the audience for future events. A strategy needs to be outlined detailing the market you plan reach and what media outlets will help you reach that market. Sample advertisements, press releases, radio spots, and TV spots should be included.
- Would like to see more interaction with area hotels. The post form report mentioned a hotel survey that was given to participants but the data was not included.
- The projected budget for the 2015 was not included with the application. To have a better understanding of how funds are being received and spent we would appreciate a very detailed budget, especially for marketing/advertising expenses. As required by the State of Texas, expenditures of HOT funds must fall within certain guidelines, and one guideline is to use funds to advertise and promote Seabrook. A detailed expense sheet of marketing expenses would allow this committee to make a more informed recommendation to council.

**FY 2014/15 Texas Outlaw Challenge Application
Returned On Time**

Application for City of Seabrook HOT Funds for FY 2014 - 2015

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

Organization/Group Information

Organization/Group Name: OFFSHORE THUNDER PRODUCTIONS LLC

Address: P.O. Box 580388

City: HOUSTON State: TX Zip: 77258

Contact Name: PAUL ROBINSON Contact Phone: 281 702-8744

Contact Email: paul@texasoutlawchallenge.com

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

Non-Profit or For-Profit Status: FOR-PROFIT FEIN#: 80-0162831

Organization's Incorporation/Creation Date: 2008

Purpose or Mission of Organization

ESTABLISH AN ANNUAL MARINE BOATING EVENT IN THE
CLEARLAKE AREA WITH NATIONAL ADVERTISING EFFORTS AND
LOCAL COMMUNITY SUPPORT WITH THE GOALS OF FEATURING THE
MARINE COMMUNITY TO TOURISTS WHILE SUPPORTING LOCAL
CHARITY RECIPIENTS.

General Event/Program Information

Name of event/program to be funded: TEXAS OUTLAW CHALLENGE

Primary location of event/program: KEMAH + SEABROOK

Date of event/program: JUNE 18-22 Expected total attendance: 2000

How many times have you held this event/program? 7 YEARS

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
<u>2011</u>	<u>1000</u>	<u>ON-LINE REGISTRATION + GATE ENTRY</u>
<u>2012</u>	<u>1500</u>	<u>" " "</u>
<u>2013</u>	<u>1800</u>	<u>" " "</u>

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?

- GENERATE TOURISM DOLLARS FOR LOCAL CLEANLINE
BUSINESSES

- ESTABLISH SEABROOK AS A NATIONAL INTEREST DESTINATION
FOR MARINE COMMUNITY ENJOYMENT AND LIVING

Funding Request

Total Event/Program Budget: \$ \$175,000.00

Total Amount Requested: \$ \$25,000.00

30 % Percentage of total event or program cost to be covered by the requested HOT funds.

How will the funds be used?

- NATIONAL ADVERTISING CAMPAIGN
- LOCAL ADVERTISING
- MAILING COSTS (INVITE PACKAGES)

Advertising and Promotional Activities

Please check all the promotional efforts your organization is coordinating:

☐ Newspaper
 ☒ Radio
 ☒ TV
☒ Internet
 ☒ Social Media
 ☒ Email
☐ Other _____

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

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

-(PLEASE SEE ATTACHED REPORT) "EXPOSURE AND AUDIENCE REACH"

What geographic area does your advertising and promotion reach?

- NATIONAL : MARINE + BOATING INTERESTS LA → FL → NY
- INCLUDES CANADA
- TR - all marine areas within state

✓ 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
JUNE 2011	\$15,000 TOTAL	700 ROOM NIGHTS (estimate)
JUNE 2012	\$17,500 TOTAL	900 ROOM NIGHTS (estimate)
JUNE 2013	\$20K TOTAL	1245 ROOM NIGHTS (on file) (See attachment)

How many people attending this event/program are expected to stay in Seabrook hotels? 1000

How many nights will they stay? 3-4

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

- I VISIT EACH HOTEL ON NASSA I AND REQUEST A Room Block
(some offer it, some do not)
- THE hotels are now aware (after 6 yrs of the event) that the event will sell out their hotel.

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

REGISTRATION FORM INFORMATION REQUEST:

- WHERE ARE YOU STAYING WHILE AT THE EVENT?
- How many in your group?

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

CITY OF KENNAH

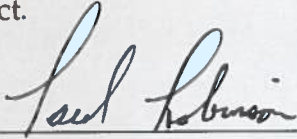
CITY OF NASSAU BAY (2014 is first year of support)

REQUIRED 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.
- ❖ 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

2/10/14
Date

PAUL ROBINSON

Print Name

PRESIDENT/CEO OFFSHORE THUNDER PRODUCTIONS L.L.C.

Title and Organization

Application Deadline for 2014-2015 Fiscal Year is 5:00 p.m. on January 31, 2013

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

Email: ldearman@seabrooktx.gov

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.



Exposure and Audience Reach 2013

Reach: Local, State, National and International

Exposure and Audience Reach was Connected via: Social Media, Television, Print, Radio, Internet, Website, Radio, Sponsor co-promotions, direct mail, e-blast, retail promotions, banners and public relations campaign. Note this is an overview of the Marketing and PR Campaign and may not include all the marketing exposure as some items have expired. Note, the main Facebook Page for The Outlaw Challenge is still being updated with new updates, pictures and updates. The expose is ongoing and will be also featuring the local area and sponsors in upcoming posts as followups.

Media Outlet	Posting	Type	Reach
http://texasoutlawchallenge.com/	Official Website - Key Promotional Vehicle	Official Website	National / International
Event Sponsor Co-Promotion	50 Sponsors/Advertisers	Co Promotions with Sponsors via Websites, Social Media, Eblasts, and Promotions	
Click 2 Houston	2-3 minute live story on the 6 pm news with a promo teaser prior on a Friday http://www.click2houston.com/texas-outlaw-challenge-in-clear-lake/-/1736084/20670154/-/1niv/-/index.html	Television - Local Prime Time	Local Television
Printed Promotional Card	Distribution via direct mail, handouts in Miami, Ft. Lauderdale and LA Boat Shows ; Inserts in all national Events. Distribution via Local retailers and sponsors	Print	5000
Houston Press	Article say 1/4 page and on Line http://www.houstonpress.com/slideshow/boats-and-bikinis-the-texas-outlaw-challenge-6th-annual-poker-run-and-more-39860969/	Print - On Line	Local Newspaper
My Fox News 26	Saturday early morning interview 4 minutes with promo teaser prior http://www.myfoxxhouston.com/category/237762/morning-news	Television - Local	Local Television
Galveston Daily News	Article on a Wednesday features 1/4 page with picture http://www.galvestondailynews.com/sports/article_e51906e2-d7c5-11e2-a2ee-0019bb30f31a.html	Newspaper and On Line	Local Newspaper

Houston Chron	Calendar of events with Picture http://events.chron.com/kemah_tx/events/show/326173203-texas-outlaw-challenge	On Line	Local Newspaper
www.YourHoustonNews.com Houston Community News Paper	Calendar of Events http://www.yourhoustonnews.com/calendar/bay_area/texas-outlaw-challenge/event_09c30956-9253-11e2-a261-10604b9f2f3c.html	On Line and Print	Local Newspaper
Official Facebook Page https://www.facebook.com/pages/Texas-Outlaw-Challenge/177641972277329 2ndary FB Page: https://www.facebook.com/pages/Texas-Outlaw-Challenge/184228101631512	Daily Postings, reposting, likes and paid promotions - Heavy social media Coverage and outreach Facebook Reach: United States of America, Canada, Dominican Republic, Mexico, India, Brazil, Australia, Puerto Rico, Bahrain, Italy, Sweden, Hungary, Malta, Egypt, Austria, Portugal, Bulgaria, Cayman Islands, Ireland, Syria Cities: Texas: Houston, League City, Seabrook, Deer Park, Kemah, Pasadena, Beaumont, Pearland, Friendswood, Texas City, El Lago, Montgomery, Dallas, Corpus Christi, San Antonio, La Porte, La Porte, Nassau Bay, Dickenson States: Louisiana, California, Florida, Missouri, Illinois, New Jersey	Social Media Note: 130 Posts on one FB Page and there were 3 FB Pages that were being posted to and reach was tri-fold	Local, National, International
Culture Map	online article with picture http://houston.culturemap.com/eventdetail/sixth-annual-texas-outlaw-challenge/	On Line - Social Media	Local with National Reach
Scene Magazine	2013 Texas Outlaw Challenge Insert - Pull Out Guide, Special Edition - 8 page http://issuu.com/thescenemag/docs/13_06_scene_frt_web100/32?e=1423433/3156205	Print Magazine, and Website Distribution	Local/ Expanded reach via Social Media Expanding to National
Press Releases	3 Press Releases to Local Media and Fringe Media Includes: Telephone campaign for additional Exposure and Promotion to all media outlets numerous times	Email/FB	82 Individual Emails and FB messages to Reporters, Editors, Assignment Editors,

			Assignment Desk...
Eblast	Event update with info on the event	Email	4,500
KTRH 740 AM	Morning Mention 6/21 & 22	Radio	Local
www.traveltex.com	http://www.traveltex.com/events/texas-outlaw-challenge-annual-poker-run/	Website	Texas Travel
www.myfirstclass.net	Article and Photo http://myfirstclass.net/texaschallenge/	Website Luxury Lifestyle Magazine	National
www.allacrosstexas.com	http://www.allacrosstexas.com/texas-event-detail.php?name=Texas%20Outlaw%20Challenge&city=Seabrook&date=2013-06-20&type=Shows-And-Exhibitions#.Ue3c1Y2G01l	Website	Texas
www.speedonthewater.com	http://speedonthewater.com/in-the-news/1299-texas-outlaw-challenge-expected-to-be-bigger-and-better.html	Website Article-National Industry	National
www.denverpost.com	http://calendar.denverpost.com/kemah_tx/events/show/326173203-texas-outlaw-challenge	website	Colorado
www.offshoreonly.com	http://www.offshoreonly.com/forums/poker-runs-boating-events/274407-texas-outlaw-challenge-8.html	Industry Website National	National
www.marinetechologyinc.com	http://marinetechologyinc.com/2013/06/texas-outlaw-challenge-a-great-success/ (article and photo)	Industry Website National	National
www.visitbayareahouston.com	http://www.visitbayareahouston.com/pages/events_item.cfm?e_id=1182	Website - Event Calendar	Local
www.fastboats.com	Article and event update- http://fastboats.com/join-us-at-the-6th-annual-texas-outlaw-challenge-gunslinger-poker-run/	Industry Website	National
You Tube - Endeavour Marina	Social Media - You Tube Posts 6/22/13 http://www.youtube.com/watch?v=pUOxVmg3bw	Social Media	
www.Pokerrunsamerica.com	Article and photo http://www.pokerrunsamerica.com/index.php?option=com_k2&view=item&id=54:poker-runs-features-fasttract-texas-outlaw-challenge	Industry Website	National
FB - Hilton Houston Nasa	https://www.facebook.com/media/set/?set=a.419962286680.190609.355543911680	Social Media	Local
www.brockwayrealty.com	Article and Promo - Blog http://www.brockwayrealty.com/blog/2013/06/15/the-bay-area-welcomes-texas-outlaw-challenge-june-20-23/	Social Media	Local
You Tube	http://www.youtube.com/watch?v=9EgJeNrb1tQ	Social Media Video	
You Tube	http://www.youtube.com/watch?v=w13agRpF4K8	Social Media Video	

You Tube	http://www.youtube.com/watch?v=4HGc4EmfHlk	Social Media Video	
www.austinboatforums.com	http://www.austinboatforums.com/cgi-bin/yabb2/YaBB.pl?num=1369224259/2	Social Media	Austin, Texas
www.1s1tech.com	http://1s1tech.com/forums/texas-members/1540130-texas-outlaw-challenge-clear-lake-powerboats.html	Social Media Forum	National
www.floridapowerboat.com	Article and photos - http://www.flpowerboat.com/gallery/thumbnailnails.php?album=349&page=2	Website	Florida
www.powerboatnation.com	http://www.powerboatnation.com/general-powerboat-discussion/1694-texas-outlaw-challenge-tv-print.html	Social Media Forum	National
www.bayouboaters.com	http://www.bayouboaters.com/forum/showthread.php?1363-2013-Texas-Outlaw-Challenge-Poker-Run	Website Forum	
www.lakepirates.com	http://www.lakepirates.com/forum/s/topic/26876-awesome-day-at-texas-outlaw-challenge/	Social Media Forum	Oklahoma
http://naplesimage.wordpress.com/contact/	http://www.flickr.com/photos/jay2boat/sets/72157634238333412/	Websites / Photos	
www.boatstars.com	Article / Photo http://www.boatstars.com/index.php/site-map/racing-poker-run-news/item/151-poker-runners-prepare-their-boats-for-the-exciting-2013-texas-outlaw-poker-run-this-upcoming-weekend	Industry Website	National
www.seabrooktx.gov	http://www.seabrooktx.gov/calendar.aspx http://www.seabrooktx.gov/Calendar.aspx?EID=185&month=6&year=2013&day=21&calType=0	Website, Calendar of Events	Local
www.kemahtourism.com	http://www.kemahtourism.com/events/index.cfm?changeMonth=11/01/2013	Website Calendar of Events	Local
www.kemahboardwalk.com	Calendar of Events - http://www.kemahboardwalk.com/events.asp#6	Website Calendar of Events	Local
NJPowerboat.com	Event Listing and Photo http://njpowerboat.com/events/texas-outlaw-challenge-poker-run-tx/	Website Industry Poker Runs	National - New Jersey
www.marinetechologyinc.com	http://marinetechologyinc.com/2013/07/one-big-bad-wolf/	Website Industry	National - Celebrity Exposure of Mario Williams
www.yachtworld.com	http://www.yachtworld.com/boat-content/2013/05/texas-outlaw-challenge-expected-to-be-bigger-and-better/ (note time has expired on this listing)	Website Industry	National

www.accessatlanta.com	http://entertainment.accessatlanta.com/kemah_tx/events/show/326173203-texas-outlaw-challenge	National Website	National - Atlanta, Georgia
www.fresnobee.com	http://calendar.fresnobee.com/kemah_tx/events/show/326173203-texas-outlaw-challenge	Website	
www.clearlaketoday.com	http://www.clearlaketoday.com/evps/evitem.cfm?evid=10003	Website	Local
www.kentucky.com	http://calendar.kentucky.com/kemah_tx/events/show/326173203-texas-outlaw-challenge?print=true	State Event Calendar	National - Kentucky
www.dcbperformanceboats.com	http://dcbperformanceboats.com/dcb-begins-the-first-of-our-summer-series-of-poker-runs	Industry Website	National
www.foursquare.com	https://foursquare.com/v/2013-texas-outlaw-challenge/516afb27e4b04d93cf7527f9 67 peeps	Location Website	
www.eventsanywhere.com	Sponsor Article and promotion http://eventsanywhere.com/texas-outlaw-challenge-2013/	Sponsor Website	National
www.flickr.com	http://www.flickr.com/photos/jay2boat/sets/72157634238333412/page2/	Social Media Website Photos	
www.deck-hands.com	http://deck-hands.com/	Sponsor Website	Industry Promotion

Summary: 2013 Texas Outlaw Challenge Room Bookings

Owner Name (Last)	Owner Address (City)	Owner Address (Zip) Address / Postal (State) Code)		# of Rooms Booked	Boat Name	Length
Day	Houston	Texas	77018	4	Nothin But B.S.	35
Overhultz	Pasadena	Texas	77505	0	I'm Just Say'n	35
Theriot	Cameron	Louisiana	70631	3	Shadooby	27
Guidry	Natallbany	Louisiana	70451	5	Shenanigans	39
Sandel	Seabrook	Texas	77586	0	Bajahaha This	38
Boudreaux	cameron	Louisiana	70631	1	shock therapy	25
Conner	Cameron	Louisiana	70631	3	NOW WHAT	25
BOYD	KEMAH	Texas	77565	0	NAUTI CAT	32
Kelly	Seabrook	Texas	77586	0	Blade Runner	38'
Regan	Houston	Texas	77005	0	Hall Pass	36
Wilkes	Kemah	Texas	77565	0	Adrenaline	25
SIMS	SEABROOK	Texas	77586	0	WKND@BURNIES	38
Starks	League City	Texas	77573	0	Muffin	31
Vernon	seabrook	Texas	77586	0	CAJUN SEADATION	43
Dunphy	Lafayette	Louisiana	70508	5	SET IT OFF	36
Roper	Magnolia	Texas	77354	4	40 Something	40'
Johnson	Montgomery	Texas	77356	3	Mamas Fault	38
Hutchins	Conroe	Texas	77304	4	Smoke This	38
Albert	Channelview	Texas	77530	0	Lickalonus	35
Stewart	Montgomery	Texas	77356	3	American Ride	35
Woodard	Conroe	Texas	77304	3	Eliminator	28
Longmore	Houston	Texas	77027	0	No Name	35
Luna	Longview	Texas	75605	3	Statement	37
Nguyen	Baton Rouge	Louisiana	70802	4	See Vu Play	38
McIntosh	Madison	Mississippi	39110	5	Gunslinger	36
York	Flower Moun	Texas	75028	6	Center of Attention	39
Buchanan	Lake Jackson	Texas	77566	4	Lil Bit Fuzzy	44'
Lott	Montgomery	Texas	77356	3	Early Maturity	36
Overhultz	Pasadena	Texas	77505	0	i'm Just Say'n	35
SULLIVAN	KEMAH	Texas	77565	0	IT'S OFFICIAL	35
Monical	Brazoria	Texas	77422	3	Best of Times IV	42'
Earnest	Seabrook	Texas	77586	0	Horsin' Around	42
Santos	Jersey Village	Texas	77064	4	Frequent Flier	36
Tiller	Dickinson	Texas	77539	0	On The Edge	33
Caparell	San Diego	California	92110	2	Miss Right	32
hall	league city	Texas	77573	0	ROSEBUD	40'
Kygar	Cibola	Texas	78108-2351	0	License To Chill	27
Black	League City	Texas	77573	0	Night Shift	30
Main	EL Lago	Texas	77586	0	Bare Toes No Hoes	29.5

Davis	Royse City	Texas	75189	3	Sugar Mamma	37
Queenan	Lake Charles	Louisiana	70611	3	Angela's Submission	38'
Divin	Plantersville	Texas	77363	4	Cash Call	36
Branton	Covington	Louisiana	70433	3	Fky Bye	52
Yokubaitis	League city	Texas	77573	0	TooTall	27
Ritchey	Houston	Texas	77063	3	FourPlay	36
Fischer	Spring	Texas	77386	3	ScrewsLoose III	43
Santos	Jersey Village	Texas	77064	1	Frequent Flier	36
Mead	Lubbock	Texas	79407	3	Overkill	48
Mediamolle	Marrero	Louisiana	70072	1	Donzi Girl	38
Farnsworth	Castle Pines	Colorado	80108	1	Silver Lining	41
davies	lake charles	Louisiana	70605	2	king ding a ling	39
Shewbart	Humble	Texas	77346	4	Liquid Prozac	38
Lockwood	Houston	Texas	77058	3	PURE KAOS	31
bates	same	Texas	77328	3	Zero G	33
Trotter	Houston	Texas	77080	3	Fourth Dimension	33
Baudat	Dickinson	Texas	77539	3	Roar	48
Humphrey	Houston	Texas	77055	3	SERVICE ME	42'
LaBure	houston	Texas	77008	4	Razn Cayne	44
Alford	Crosby	Texas	77532	3	Unfinishbusiness	32ft
jessup	houston	Texas	77047	0	mighty whitey	37 ft
Broze	LaMarque	Texas	77568	3	Tarafied 2	35
Bohannon	Magnolia	Texas	77355	6	Hammertime	44
Grove	La Marque	Texas	77568	3	Toe Me	31
Swindoll	Houston	Texas	77058	2	Pocket Change II	47
Beck	Tomball	Texas	77377	2	All In	38
Coelho	Tulore	California	93274	1	none	28
Goldbaugh	Wetumpka	Alabama	36093	4	Late Fees	38
Stone	League City	Texas	77573	0	The Floating Stones	31
Shy	El Lago	Texas	77586	0	She Likes It Rough	38
Andrews	Slidell	Louisiana	70461	2	Complicated	36
Shaw	Boerne	Texas	78006	3	N/AT	35
Cram	Bayou Vista	Texas	77563	0	Tx2070BE	35
Matheson	Crosby	Texas	77532	2	Uh-Huh	33
Smith	Taylor Lake V	Texas	77586	0	Black Diamond	40
Sullivan	Dickinson	Texas	77593	1	She Said No	29
Stark	Houston	Texas	77015	5	Under Pressure	58
Osborn	houston	Texas	77077	0	baja	27.5
Kirkland	Houston	Texas	77049	0	NAUTI LIFE	31'
Shaw	San Antonio	Texas	78247	1	Nauti Ho	38
Overhultz	Pasadena	Texas	77505	3	I'm Just Say'n	35
Nossaman	Oklahoma Cit	Oklahoma	73150	2	Red Faced Racing	32
Graham	Seabrook	Texas	77586	0	lil Bit Salty	26
Odom	Crosby	Texas	77532	0	n/a	29
Greytok	League City	Texas	77573	0	It's All About Us	38'
Aguilar	spring	Texas	77388	0	Showdown	35
Vaughn	seabrook	Texas	77586	0	Auto Exam	35 ft.

Culbreath	League City	Texas	77573	0	Bucket List	45
Davis	Arlington	Texas	76017	5	Burnin Money	38'
Gioffre	Dickinson	Texas	77539	0	Thumper II	29
Bradley	Austin	Texas	78748	4	Rainmaker	40
Andrus	League City	Texas	77573	0	RELENTLESS	42
Wells	austin	Texas	78758	4	BODACIOUS	38
Aguilar	spring	Texas	77388	3	Showdown	35
Kilmer	San Leon	Texas	77539	0	Got Extra Beer	42 FT
Heatley	Hico	Texas	76457	4	I Like That	26 ft
Guidry	Seabrook	Texas	77586	0	Fast Eddie	35
Barrera	Victoria	Texas	77903	3	Ride Or Die	25 Foot
spurlock	houston	Texas	77049	0	weak moment	35
Day	Houston	Texas	77018	3	Nothin' But B.S.	34
Fontenot	springfielg	Louisiana	70462	4	blood river marina	30
Alaniz	Crosby	TX	77532	3	2DeMax	33
Leidolf	Kingwood	TX	77345	2	Safari	35'
Dietel	Texas City	TX	77590	0	"The Dominator"	32'
Bader	Houston	Tax	77230	2	It's BAdEr's	32
Huegele	Sugar Land	TX	77478	2	BADFISH	42
Woodruff	Atlanta	GA	30327	2	Windship	48
Dietel	Cypress	TX	77429	1	Bandito	32
Dutka	Schertz	TX	78154	3	Deja Blue	32
Haydock	League City	TX	77573	0	TERRELL HAYDOCK	36
DiNick	El Lago	Tx	77586	1	American 1	short
Alexander	montgomery	tx	77356	3	Trouble	38
Alexander	texas city	tx	77590	2	38 special	38
Anderson	Tomball	tx	77377	2	Punchmaker II	35
Arends	Pearland	tx	77581	5	Rampage	45
Autenrsith	houston	tx	77080	2	No name	33
Blalock	houston	tx	77007	2	No name	38
Benitz	league city	tx	77573		SEAE7E	47
Bull	osage beach	MO	65065	3	CMS	48
Boudreaux	lake charles	la	70611	2	Stick em up	37
Bleckney	galveston	tx	77560		Lady Q	32
Cotter	bayou vista	tx	77563	3	No name	38
Campbell						
corder	santa fe	tx	77510		Size Does Matter	38
Carnew	seabrook	tx	77586		Dockknocker	37
collins	mineral wells	tx	76067	2	No Sense	26
Digiovanni	Groves	tx	77619	2	G6	28
Foreman	Emory	tx	75440	3	Xrated	47
Fulgham	Channelview	tx	77530	3	o' yeah baby	43
Fitzpatrick	friendswood	tx	77546		All Jacked Up	43
Galley	Jennings	la	70546	2	No name	27
Huele	league city	tx	77573		Invitation only	42
Humphrey	houston	tx	77084	2	Service Me	42
Hollis	Beaumont	tx	77713	4	no name	38

Hunter	league city	tx	77573		Big Cat Daddy	43
Kirkland	houston	tx	77049	2	Nauti Likfe	31
Blume						
Lamp	Ponchatoula	la	70454	3	Stocks & Blondes	32
Lofton	San Leon	tx	77539		Rough Rider	26
Leger	seabrook	tx	77586		Badd Karma	38
Lapham	houston	tx	77044		Lightening Bolt	35
Michael	St. Armat	la	70774	5	Dogg House	36
Mungle	houston	tx	77044		Gone Again	32
McKnight	Beaumont	tx	77708	2	Supa Hoe Sly	29
Milstead	Magnolia	tx	77256	3	Cat 4	36
Olson	galveston	tx	77554	3	Sea Ya	30
Patrick	league city	tx	77573		Wet Girls Gone Wild	38
Phillip	Waggamon	la	70094		Aint My Problem	30
Phillip	Waggamon	la	70094	4		
Prince	Metarie	la	70003	3	MTI (no name)	44
Robertson	league city	tx	77573		Forumla (no name)	33
Shy	El Lago	tx	77586		She Likes it Rough	38
Shaw	Boerne	tx	78006	4	no name	35
Steward	montgomery	tx	77356	5	American Ride	35
Sarabok	league city	tx	77573		Jamaica Joe	25
Simpson	Beaumont	tx	77705	4	Talkin Trash	39
Streeter	El Dorado	AR	7130	2	Miss My Money II	35
Simmons	Slidell	la	70458	5	Havoc	36
Swindell	Baytown	tx	77521	2	Overspray	35
Thompson	houston	tx	77049	2	Xtra Strength Pain Ki	47
Tisdale	santa fe	tx	77510		no name	33
Tufaro	Metarie	la	70006	3	Red Rocket	39
Wachob Adv	Sapulpa	ok	74060		Plan B	42
Wachob Adv	Sapulpa	ok	74060		Black Diamond	52
Whelan	kemah	tx	77565		Anejo	36
Wright	Beaumont	tx	77705	2	Blue By You	25
Varady	houston	tx	77024	4	On Time Too	35
Williams					Big Bad Wolf	
Sabo					Mornin Smoke	
Yanta	houston	tx	77227		From the Farm	32

311

311x4 Nights=1245

Room Nights

Thursday, March 6, 2014 at 4:38:26 PM Central Standard Time

Subject: Re: 2014 Event

Date: Thursday, March 6, 2014 at 3:47:08 PM Central Standard Time

From: Paul Robinson

To: LeaAnn Dearman

LeaAnn,

Thank you for the email.

The website still has last year's schedule....it should be updated by next weekend.

As of right now, no events are scheduled within Seabrook.

We are still booking rooms at all the regular Seabrook locations, just moving the events to the Kemah area.

If that changes, I will certainly come to you for a special event permit.

I will contact you once the website is updated and provide you with the 2014 schedule.

Thank you.

Paul

On Thursday, March 6, 2014 3:39 PM, LeaAnn Dearman <ldearman@seabrooktx.gov> wrote:

Paul,

Can you confirm what if any events will be held in Seabrook this year? There is information posted on the website that you are holding several events still at Endeavor, but according to our conversation you said that you had moved everything to Kemah under the bridge.

Can I get a final schedule of events? And if you are holding some of the events in Seabrook then you probably will still need a special event permit since it is open to the public.

Regards,

LeaAnn Dearman
Director of Communication
City of Seabrook

ldearman@seabrooktx.gov
(281) 291.5777 (office)

1700 First Street
Seabrook, TX 77586

Information to be
attached



CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: 07-1-2014

Submitter/Requestor: City of Seabrook

Date Submitted: 06-26-2014

Presenter: Sean Landis

Description/Subject:

A request to rezone a 12.1341 acre tract of land situated in the Ritson Morris Survey, Abstract 52, Harris County, Texas and being out of and a part of Lots 15A, 16, 17A, 18E, Ruggles West Subdivision from the current classification of R-1 (Residential – Single Family Detached) to C-2 (Commercial Medium).

A Public Hearing was held before the Planning and Zoning Commission on May 15, 2014.

Applicant:

Pacific Ridge Development LLC, 211 E. Carrillo St. #204, Santa Barbara, CA 93101

Legal Description:

A 12.1341 acre tract of land situated in the Ritson Morris Survey, Abstract 52, Harris County, Texas and being out of and a part of Lots 15A, 16, 17A, 18E, Ruggles West Subdivision.

This property is located immediately east of Lakeside Drive, south of Oak Dale Way and north of the Repsdorph Traffic Circle.

Request:

Request to change the zoning classification of land from the current classification of R-1 (Residential – Single Family Detached) to C-2 (Commercial Medium).

Purpose/Need: Policy Issue ☒ Administrative Issue ☐

The applicant wishes to rezone the aforementioned property to allow for the development of a master planned retail commercial center to be named “Seabrook Town Center”. The development will be designed to include an anchor store, adjacent lease spaces and individual perimeter pad sites.

Agenda Briefing Form
Page 2

The proposed change to the zoning map was recommended for denial by the Planning & Zoning Commission by a 4-0-1 vote at the regular meetings held on May 15, 2014.

Ayes: Miller, Caradec, Dehart and Sharpe.

Nays: None

Abstained: Potts

Absent: Hammann and Lewis

Background/Issue (What prompted this need?):

Impacted Parties (Expected/Notified):

Recommended Action:

The proposed change to the zoning map was recommended for denial by the Planning & Zoning Commission by a 4-0-1 vote at the regular meetings held on May 15, 2014.

Ayes: Miller, Caradec, Dehart and Sharpe.

Nays: None

Abstained: Potts

Absent: Hammann and Lewis

Attachments:

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

Planning & Zoning Commission Draft Minutes of the May 15, 2014 Meeting

Planning and Zoning Commission Official Report from the May 15, 2014 Meeting

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

Budget Dept/Line Item Number N/A

Funding Comments:

N/A

Where on the agenda should this item be placed?

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

New Business

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

Agenda Briefing Form
Page 3

Suggested Motion:

The proposed change to the zoning map was recommended for denial by the Planning & Zoning Commission by a 4-0-1 vote at the regular meetings held on May 15, 2014.

Ayes: Miller, Caradec, Dehart and Sharpe.

Nays: None

Abstained: Potts

Absent: Hammann and Lewis

City Manager Review:

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

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

Sent to City Attorney for review _____

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

Received and accepted by the City Secretary/Assistant _____

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

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

ORDINANCE NO. 2014-17

**REZONE A 12.1341 ACRE TRACT LOCATED IN THE
REPSDORH ROAD/LAKESIDE DRIVE AREA FROM R-1 TO C-2**

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SEABROOK, WHICH IS PART OF THE SEABROOK CITY CODE OF ORDINANCES, APPENDIX A, "COMPREHENSIVE ZONING", ARTICLE 2, "ADMINISTRATION", SECTION 2.05, "OFFICIAL ZONING MAP", BY REZONING A 12.1341 ACRE TRACT OF LAND SITUATED IN THE RITSON MORRIS SURVEY, ABSTRACT 52, HARRIS COUNTY, TEXAS, AND BEING OUT OF AND A PART OF LOTS 15A, 16, 17A, 18E, RUGGLES WEST SUBDIVISION, MORE SPECIFICALLY DESCRIBED IN EXHIBIT A, ATTACHED HERETO, FROM R-1 (RESIDENTIAL-SINGLE FAMILY DETACHED) TO A C-2 (COMMERCIAL MEDIUM) DISTRICT; REQUIRING THAT THE ZONING MAP BE AMENDED TO REFLECT THIS AMENDMENT; MAKING SPECIFIC FINDINGS RELATING TO REZONING OF SUCH TRACT; PROVIDING A PENALTY IN AN AMOUNT OF NOT MORE THAN \$2,000.00 FOR VIOLATION OF ANY PROVISIONS HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the applicant, Pacific Ridge Development Company, LLC, a California limited liability company, ("Applicant") has applied for a zoning change for a 12.1341 acre tract of land situated in the Ritson Morris Survey, Abstract 52, Harris County, Texas, being out of and a part of Lots 15a, 16, 17a, 18e, Ruggles West Subdivision, ("Tract"), from R-1 (Residential-Single Family Detached) to a C-2 (Commercial Medium) district located in the Repsdorph Road/Lakeside Drive area, more specifically identified in Exhibit A, attached hereto and incorporated by reference; and

WHEREAS, all public notices have been published, mailed and provided in accordance with statute and the City Code of Ordinances, Appendix A of the City Code of Ordinances (Zoning Code); and

WHEREAS, the Planning and Zoning Commission and the City Council have conducted public hearings on such request, in the time and manner required by law and the Zoning Code of the City; and

WHEREAS, the Planning and Zoning Commission recommended denial of Applicant's requested zoning change at its meeting of May 15, 2014, and has made its final report; and

WHEREAS, thereafter the Applicant considered the input from the Planning and Zoning Commission and public as the result of the subject public hearing; and

Ordinance No. 2014-17

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46 **WHEREAS**, the Applicant has prepared a Development Agreement for
47 consideration by City Council to address the subject concerns; and
48

49 **WHEREAS**, the Tract is currently zoned R-1, but according to the City
50 Comprehensive Master Plat 2030 is appropriate for commercial redevelopment under
51 certain circumstances; and
52

53 **WHEREAS**, the City has previously identified the Repsdorph Road/Lakeside
54 Drive intersection for future mixed use development, and expended significant funds for
55 public infrastructure, including a traffic circle and related improvements in the area made
56 the basis of the requested rezoning;; and
57

58 **WHEREAS**, the City Council has carefully reviewed the report of the Planning
59 and Zoning Commission, the minutes of such hearing, and the issues raised by certain
60 residents in addressing the requested rezoning; and
61

62 **WHEREAS**, the City Council notes that it established a Neighborhood
63 Empowerment Zone #2, by Resolution 2013-10, adopted on May 7, 2013, which
64 encompasses part of the Tract, pursuant to Texas Local Government Code Chapter 378
65 and has evaluated whether City incentives, if any, should be authorized for the subject
66 development, to address concerns associated with the proposed development of the Tract,
67 as provided in a Development Agreement, which if approved shall be addressed by
68 separate Resolution;
69

70 **NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE**
71 **CITY OF SEABROOK, STATE OF TEXAS:**
72

73 **SECTION 1. FINDINGS.**
74

75 The facts and matters set forth in the preamble of this Ordinance are hereby found
76 to be true and correct.
77

78 **SECTION 2. AMENDMENT TO THE SEABROOK CITY CODE AND TO**
79 **THE OFFICIAL ZONING MAP.**
80

81 The Seabrook City Code of Ordinances, Appendix A, "Comprehensive Zoning",
82 Article 2, "Administration", Section 2.05, "Official Zoning Map" is hereby amended by
83 rezoning the 12.1341 acre tract of land situated in the Ritson Morris Survey, Abstract 52,
84 Harris County, Texas, being out of and a part of Lots 15a, 16, 17a, 18e, Ruggles West
85 Subdivision from R-1 (Residential-Single Family Detached) to C-2 (Commercial
86 Medium) District.
87

88 The 12.1341 acre Tract to be rezoned is shown by a metes and bounds description
89 attached hereto as Exhibit A, incorporated herein by reference.
90

SECTION 3. INCORPORATION INTO THE CODE; PENALTY CLAUSE.

SECTION 4. REPEAL OF CONFLICTING ORDINANCES.

SECTION 5. SEVERABILITY.

SECTION 6. NOTICE

By: _____
Glenn Royal
Mayor

Ordinance No. 2014-17
Page 4

137 By: _____
138 Michele L. Glaser, TRMC
139 City Secretary
140

141 APPROVED AS TO FORM:
142
143
144

145 _____
146 Steven L. Weathered
147 City Attorney

EXHIBIT A
Description of the Land

Legal Description of 12.1341 Acre Tract

A 12.1341 acre tract of land situated in the Ritson Morris Survey, Abstract 52, Harris County, Texas and being out of and a part of Lots 15, 16, 17 and 18 of Ruggles Subdivision as recorded in Volume 5 at Page 30 of the Map Records of Harris County, Texas. Said tract also being out of and a part of the residue of that certain 40.92 acre tract of land conveyed by Theodore Dee McCollom, Jr. to Seabrook Venture II by Correction Deed dated March 1, 2000 and recorded under County Clerk's File No. U265748 of the Official Public Records of Real Property of Harris County, Texas. This 12.1341 acres is more particularly described by the following metes and bounds, to-wit:

NOTE: BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83. ALL DISTANCES ARE ACTUAL DISTANCES. SCALE FACTOR = 0.9998758. REFERENCE IS MADE TO THE PLAT OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

COMMENCING at a 1/2 inch iron rod, with cap (BHA), set in the West right-of-way line of the Southern Pacific Railroad (also known as the T. & N. O. Railroad; 100 feet wide right-of-way) for the Southeast corner of said Lot 18, the Northeast corner of that certain 2.245 acres conveyed by Albert S. Farquhar, et ux, to Houston Lighting & Power Company by Deed dated October 23, 1962 and recorded under County Clerk's File No. B589710 of the Deed Records of Harris County, Texas and the Northeast corner of Lot 9 of the Savings & Loan Company Subdivision as recorded in Volume 3 at Page 71 of the Map Records of Harris County, Texas. Said point being the Southeast corner of that certain 1.716 acres conveyed by Red Bluff Development Company to City of Seabrook by Deed dated August 2, 1972 and recorded under County Clerk's File No. D695743 of the Deed Records of Harris County, Texas and the Southeast corner of that certain 3.4196 acres surveyed this date and has a State Plane Coordinate Value of Y=13,779,255.94 and X=3,230,501.19.

THENCE: South 86°53'32" West along the South line of said 3.4196 acre tract, the South line of said Lots 18 and 17, the South line of said 1.716 acres, the South line of that certain 0.6887 of an acre conveyed by Red Bluff Development Company to City of Seabrook by Deed dated April 19, 1966 and recorded under County Clerk's File No. C401938 of the Deed Records of Harris County, Texas, the South line of that certain 1.000 acre tract of land conveyed by Red Bluff Development Company to City of Seabrook by Deed dated December 9, 1967 and recorded under County Clerk's File No. C828387 of the Deed Records of Harris County, Texas, the North line of said 2.245 acres, the North line of said Lot 9 and the North line of that certain called 9.00 acres conveyed by Texas Eastern Transmission Corporation to Texas Eastern Products Pipeline Company by Deed dated March 24, 1988 and recorded under County Clerk's File No. M537657 of the Official Public Records of Real Property of Harris County, Texas, for a distance of 513.02 feet to a 5/8 inch iron rod found for the Southwest corner of said

3.4196 acres, the Southwest corner of said 1.000 acre, the Southernmost Southeast corner of said 40.92 acres and the Southernmost Southeast corner and POINT OF BEGINNING of this tract. Said point has a State Plane Coordinate Value of Y=13,746,228.13 and X=3,229,988.98; from which a 3/4 inch iron rod (found) bears South 85°11'14" East 1.74 feet.

THENCE: Continue South 86°53'32" West along the Southernmost South line of this tract, the South line of said Lots 17, 16 and 15, the Southernmost South line of said 40.92 acres, the North line of said Lot 9, the North line of said called 9.00 acres, the North line of Lot 8 of said Savings & Loan Company Subdivision, the North line of that certain 6.6960 acres (Tract II) conveyed by JSK 2000 Family Partnership, Ltd., to Repsdorph Road, L.P. by Deed dated June 23, 2006 and recorded under County Clerk's File No. Z410139 of the Official Public Records of Real Property of Harris County, Texas and the North line of that certain 4.4742 acres conveyed by JSK 2000 Family Partnership, Ltd., to City of Seabrook, Texas by Deed dated March 2, 2006 and recorded under County Clerk's File No. Z173390 of the Official Public Records of Real Property of Harris County, Texas, for a distance of 689.30 feet to a 1/2 inch iron rod, with cap (BHA), set for the Southwest corner of this tract and the Southeast corner of that certain 1.0499 acres (Lakeside Drive Extension - 80 feet wide) described in Dedication Agreement between City of Seabrook, Texas and Seabrook Venture II dated October 21, 2010 and recorded under County Clerk's File No. 20100467859 of the Official Public Records of Real Property of Harris County, Texas. Said point being in a curve to the left, concave Westerly.

THENCE: Along and around said curve to the left, in a Northerly direction, along the West line of this tract and the East line of said 1.0499 acres, said curve having a radius of 2040.00, a central angle of 01°21'44" and a chord bearing and distance of North 05°29'45" West 48.50 feet, for an arc length of 48.50 feet to a 1/2 inch iron rod, with cap (BHA), set for the TERMINATION POINT of said curve and the BEGINNING POINT of another curve to the right, concave Easterly.

THENCE: Along and around said curve to the right, in a Northerly direction, along the West line of this tract and the East line of said 1.0499 acres, said curve having a radius of 560.00 feet, a central angle of 12°56'48" and a chord bearing and distance of North 00°17'47" East 126.27 feet, for an arc length of 126.54 feet to a 1/2 inch iron rod, with cap (BHA), set for the TERMINATION POINT of said curve.

THENCE: North 06°46'11" East along the West line of this tract and the East line of said 1.0499 acres for a distance of 103.73 feet to a 1/2 inch iron rod, with cap (BHA), set for the BEGINNING POINT of a curve to the left, concave Westerly.



CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: 07-1-2014

Submitter/Requestor: City of Seabrook

Date Submitted: 06-26-2014

Presenter: Sean Landis

Description/Subject:

A request to rezone a 20.3014 acre tract of land situated in the Ritson Morris Survey, Abstract 52, Harris County, Texas, Savings and Loan Company Subdivision, consisting of 7.5973 acres being out of and a part of Lots 7A and 7B, from the current classification of C-1 (Commercial Light) to C-2 (Commercial Medium). This property is located immediately west of the Repsdorph Traffic Circle, and is adjacent to the Seabrook city limits; 6.6960 acres being out of and a part of Lot 8, this property is located immediately east of the Repsdorph Traffic Circle, and north of Repsdorph Road; and 6.0081 acres being out of and a part of Lots 7A-1, 7B-1, and 8B, this property is located immediately south of the Repsdorph Traffic Circle, and north of Vermillion Road.

A Public Hearing was held before the Planning and Zoning Commission on May 15, 2014.

Applicant:

Starship Dixie, LP, PO Box 473, Seabrook, TX 77586.

Legal Description:

A 20.3014 acre tract of land situated in the Ritson Morris Survey, Abstract 52, Harris County, Texas, Savings and Loan Company Subdivision, consisting of 7.5973 acres being out of and a part of Lots 7A and 7B, this property is located immediately west of the Repsdorph Traffic Circle, and is adjacent to the Seabrook city limits; 6.6960 acres being out of and a part of Lot 8, this property is located immediately east of the Repsdorph Traffic Circle, and north of Repsdorph Road; and 6.0081 acres being out of and a part of Lots 7A-1, 7B-1, and 8B, this property is located immediately south of the Repsdorph Traffic Circle, and north of Vermillion Road.

Request:

To change the zoning classification of land from the current classification of C-1 (Commercial Light) to C-2 (Commercial Medium).

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Purpose/Need: Policy Issue ☒ Administrative Issue ☐

The applicant wishes to rezone the aforementioned property to allow for the development of a master planned retail commercial center to be named "Seabrook Town Center". The development will be designed to include an anchor store, adjacent lease spaces and individual perimeter pad sites.

The proposed change to the zoning map was recommended for denial by the Planning & Zoning Commission by a 4-0-1 vote at the regular meetings held on May 15, 2014.

Ayes: Miller, Caradec, Dehart and Sharpe.

Nays: None

Abstained: Potts

Absent: Hammann and Lewis

Background/Issue (What prompted this need?):

Impacted Parties (Expected/Notified):

Recommended Action:

The proposed change to the zoning map was recommended for denial by the Planning & Zoning Commission by a 4-0-1 vote at the regular meetings held on May 15, 2014.

Ayes: Miller, Caradec, Dehart and Sharpe.

Nays: None

Abstained: Potts

Absent: Hammann and Lewis

Attachments:

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

Planning & Zoning Commission Draft Minutes of the May 15, 2014 Meeting

Planning and Zoning Commission Official Report from the May 15, 2014 Meeting

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

Budget Dept/Line Item Number N/A

Funding Comments:

N/A

Where on the agenda should this item be placed?

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

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

Agenda Briefing Form
Page 3

New Business

Suggested Motion:

The proposed change to the zoning map was recommended for denial by the Planning & Zoning Commission by a 4-0-1 vote at the regular meetings held on May 15, 2014.

Ayes: Miller, Caradec, Dehart and Sharpe.

Nays: None

Abstained: Potts

Absent: Hammann and Lewis

City Manager Review:

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

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

Sent to City Attorney for review _____

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

Received and accepted by the City Secretary/Assistant _____

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

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

ORDINANCE NO. 2014-16
REZONE A 20.3014 ACRE TRACT NEAR REPSDORPH
TRAFFIC CIRCLE FROM C-1 TO C-2

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SEABROOK, WHICH IS PART OF THE SEABROOK CITY CODE OF ORDINANCES, APPENDIX A, "COMPREHENSIVE ZONING", ARTICLE 2, "ADMINISTRATION", SECTION 2.05, "OFFICIAL ZONING MAP", BY REZONING A 20.3014 ACRE TRACT SITUATED IN THE RITSON MORRIS SURVEY, ABSTRACT 52, HARRIS COUNTY, TEXAS, SAVINGS AND LOAN COMPANY SUBDIVISION, CONSISTING OF 7.5973 ACRES BEING OUT OF AND A PART OF LOTS 7A AND 7B, THIS PROPERTY IS LOCATED IMMEDIATELY WEST OF THE REPSDORPH TRAFFIC CIRCLE AND IS ADJACENT TO THE SEABROOK CITY LIMITS, 6.6960 ACRES BEING OUT OF AND A PART OF LOT 8, THIS PROPERTY IS LOCATED IMMEDIATELY EAST OF THE REPSDORPH TRAFFIC CIRCLE, AND NORTH OF REPSDORPH ROAD, AND A 6.0081 ACRES BEING OUT OF AND A PART OF LOTS 7A-1, 7B-1 AND 8B, THIS PROPERTY IS LOCATED IMMEDIATELY SOUTH OF THE REPSDORPH TRAFFIC CIRCLE, AND NORTH OF VERMILLION ROAD, FROM C-1 (COMMERCIAL LIGHT) TO C-2 (COMMERCIAL MEDIUM) DISTRICT; REQUIRING THAT THE ZONING MAP BE AMENDED TO REFLECT THIS AMENDMENT; MAKING SPECIFIC FINDINGS RELATING TO REZONING OF SUCH TRACT; PROVIDING A PENALTY IN AN AMOUNT OF NOT MORE THAN \$2,000.00 FOR VIOLATION OF ANY PROVISIONS HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the applicant, Starship Dixie Farm, L.P., L.P., a Texas limited partnership, general partner M-Properties, Inc ("Applicant") has applied for a zoning change for a 20.3014 acre tract of land situated in the Ritson Morris Survey, Abstract 52, Harris County, Texas, Savings and Loan Company Subdivision, consisting of 7.5973 acres being out of and a part of Lots 7A and 7B, this property is located immediately west of the Repsdorph Traffic Circle and is adjacent to the Seabrook city limits; 6.6960 acres being out of and a part of Lot 8, this property is located immediately east of the Repsdorph Traffic Circle, and north of Repsdorph Road; and a 6.0081 acres being out of and a part of Lots 7A-1, 7B-1 and 8B, this property is located immediately south of the Repsdorph Traffic Circle, and north of Vermillion Road, ("Tract"), from C-1 (Commercial Light) to C-2 (Commercial Medium) district more specifically identified in Exhibit A, attached hereto and incorporated by reference; and

WHEREAS, all public notices have been published, mailed and provided in accordance with statute and the City Code of Ordinances, Appendix A of the City Code of Ordinances (Zoning Code); and

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Page 2

47 **WHEREAS**, the Planning and Zoning Commission and the City Council have
48 conducted public hearings on such request, in the time and manner required by law and
49 the Zoning Code of the City; and
50

51 **WHEREAS**, the Planning and Zoning Commission recommended denial of
52 Applicant's requested zoning change at its meeting of May 15, 2014, and has made its
53 final report; and
54

55 **WHEREAS**, thereafter the Applicant considered the input from the Planning and
56 Zoning Commission and public as the result of the subject public hearing; and
57

58 **WHEREAS**, the Applicant has prepared a Development Agreement for
59 consideration by City Council to address the subject concerns; and
60

61 **WHEREAS**, the Tract is currently zoned C-1, but according to the City
62 Comprehensive Master Plat 2030 is appropriate for commercial redevelopment; and
63

64 **WHEREAS**, the City has previously identified the Repsdorph Road/Lakeside
65 Drive intersection for future mixed use development, and expended significant funds for
66 public infrastructure, including a traffic circle and related improvements in the area made
67 the basis of the requested rezoning; and
68

69 **WHEREAS**, the City Council has carefully reviewed the report of the Planning
70 and Zoning Commission, the minutes of such hearing, and the issues raised by certain
71 residents in addressing the requested rezoning; and
72

73 **WHEREAS**, the City Council notes that it established a Neighborhood
74 Empowerment Zone #2, by Resolution 2013-10, adopted on May 7, 2013, which
75 encompasses part of the Tract, pursuant to Texas Local Government Code Chapter 378
76 and has evaluated whether City incentives, if any, should be authorized for the subject
77 development, to address concerns associated with the proposed development of the Tract,
78 as provided in a Development Agreement, which if approved shall be addressed by
79 separate Resolution;
80

81 **NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE**
82 **CITY OF SEABROOK, STATE OF TEXAS:**
83

84 **SECTION 1. FINDINGS.**
85

86 The facts and matters set forth in the preamble of this Ordinance are hereby found
87 to be true and correct.
88

89 **SECTION 2. AMENDMENT TO THE SEABROOK CITY CODE AND TO**
90 **THE OFFICIAL ZONING MAP.**
91

Ordinance No. 2014-16

Page 3

The Seabrook City Code of Ordinances, Appendix A, "Comprehensive Zoning", Article 2, "Administration", Section 2.05, "Official Zoning Map" is hereby amended by rezoning the 20.3014 acre tract of land situated in the Ritson Morris Survey, Abstract 52, Harris County, Texas, Savings and Loan Company Subdivision, consisting of 7.5973 acres being out of and a part of Lots 7A and 7B, this property is located immediately west of the Repsdorph Traffic Circle and is adjacent to the Seabrook city limits; 6.6960 acres being out of and a part of Lot 8, this property is located immediately east of the Repsdorph Traffic Circle, and north of Repsdorph Road; and a 6.0081 acres being out of and a part of Lots 7A-1, 7B-1 and 8B, this property is located immediately south of the Repsdorph Traffic Circle, and north of Vermillion Road, from C-1 (Commercial Light) to C-2 (Commercial Medium) District, .

The 20.3014 acre Tract to be rezoned is shown by a metes and bounds description attached hereto as Exhibit A, incorporated herein by reference.

Upon passage of this Ordinance, the official zoning map of the City of Seabrook shall be amended to reflect this change.

SECTION 3. INCORPORATION INTO THE CODE; PENALTY CLAUSE.

This ordinance is hereby incorporated and made a part of the Seabrook City Code. Violation of this Ordinance is subject to the penalty section of said Code including, Section 11.06, "Criminal Enforcement" which provides that any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.

SECTION 4. REPEAL OF CONFLICTING ORDINANCES.

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

SECTION 5. SEVERABILITY.

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

SECTION 6. NOTICE

Ordinance No. 2014-16

Page 4

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

PASSED AND APPROVED on first reading this 1st day of July, 2014.

PASSED, APPROVED, AND ADOPTED on second and final reading this 15th day of July, 2014.

By: _____
Glenn Royal
Mayor

ATTEST:

By: _____
Michele L. Glaser, TRMC
City Secretary

APPROVED AS TO FORM:

Steven L. Weathered
City Attorney



Mar-01-2007 07:17pm From-ACCESSCORPORATION

+4008500765

T-071 P.000/010 F-357

EXHIBIT "A"
Tract I

FIELD NOTES of a 7.5973 acre tract of land situated in the Ritson Morris Survey, Abstract 52, Harris County, Texas out of and a part of that certain Lot 7 of the Savings and Loan Company Subdivision as recorded in Volume 3 at Page 71 of the Map Records of Harris County, Texas; and being out of and a part of that certain 6.274 acre tract of land conveyed by Oasis Café, Inc. to JSK 2000 Family Partnership, LTD., by Deed dated January 14, 2003 and recorded under County Clerk's File No. W369355 of the Official Public Records of Real Property of Harris County, Texas; and being out of and a part of that certain 6.274 acres conveyed by Zillion, Inc., to JSK 2000 Family Partnership, LTD., by Deed dated January 14, 2003 and recorded under County Clerk's File No. W369350 of the Official Public Records of Real Property of Harris County, Texas. Said 7.5973 acres being more particularly described by the following metes and bounds, to-wit:

NOTE: BEARINGS ARE BASED ON PLAT BEARINGS AND FOUND MONUMENTS IN THE NORTH LINE OF THAT CERTAIN AMENDING PLAT OF LAKE COVE SUBDIVISION, SECTION THREE, AS RECORDED IN VOLUME 358 AT PAGE 149 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS AND IN THE SOUTH RIGHT-OF-WAY LINE OF WEST REPSDORF ROAD (60 FEET WIDE RIGHT-OF-WAY). REFERENCE IS MADE TO THE PLAT OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

COMMENCING at a ½ inch iron rod, with cap, set in the North right-of-way line of West Repsdorph Road for the Southwest corner of said Lot 7 of said Savings and Loan Company Subdivision and the Southeast corner of El Lago Estates Subdivision as recorded in Volume 118 at Page 45 of the Map Records of Harris County, Texas. Said point being the Southwest corner of that certain 4.4742 acre tract heretofore surveyed.

THENCE: North 07°13'48" West along the West line of said 4.4742 acre tract, the West line of said Lot 7 and the East line of said El Lago Estates Subdivision, for a distance of 0.66 feet to a point for the Southeast Northwest corner of said 4.4742 acres and the Southeast corner and POINT OF BEGINNING of this tract.

THENCE: Continue North 07°13'48" West along the West line of this tract, the West line of said Lot 7, the West line of said 4.4742 acres and the East line of said El Lago Estates Subdivision, and at 585.93 feet pass a ½ inch iron rod found on line, at 725.99 feet pass a ½ inch iron rod found on line at the Southeast corner of Whitecap Drive (60 feet wide right-of-way), at 786.47 feet pass a ½ inch iron rod found on line at the Northeast corner of said Whitecap Drive, in all, a total distance of 907.92 feet to a ½ inch iron pipe found in the South line of that certain 10.00 acre tract of land (Second Tract) conveyed by Friendswood Development Company to Clear Creek Independent School District by Deed dated March 29, 1965 and recorded under County Clerk's File No. C067746 of the Deed Records of Harris County, Texas. Said point being the Northwest corner of said Lot 7, the Northeast corner of said El Lago Estates and the Northwest corner of this tract of land.

NOTE: THIS COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

Mar-01-2007 07:17pm From: ACCESSCORPORATION

+4010650705

T-071 P 010/016 F-357

EXHIBIT 'A'
Tract I

PAGE 2 - 7.5973 ACRES.

THENCE: North 89°49'15" East along the North line of this tract, the South line of said 10.00 acres, the South line of a 1.211 acre tract conveyed by Friendswood Development Co. to Charter Financial Group, Inc., Trustee, by Deed dated November 12, 1974 and recorded under County Clerk's File No. B318543 of the Deed Records of Harris County, Texas, the South line of that certain 0.2298 of an acre tract of land conveyed by Red Bluff Dev. Co. to the City of Seabrook by Deed dated May 4, 1973 and recorded under County Clerk's File No. D953768 of the Deed Records of Harris County, Texas and the South line of that certain 40.92 acre tract conveyed by Theodore Dee McCollom, Jr. to Seabrook Venture II by Deed dated March 1, 2000 and recorded under County Clerk's File No. U265748 of the Official Public Records of Real Property of Harris County, Texas; and at 299.27 feet pass a 1/4 inch iron rod found for the Southeast corner of said 10.00 acres and the Southwest corner of said 1.211 acres; at 359.32 feet pass a 1/4 inch iron rod (with cap marked "2113") found for the Southeast corner of said 1.211 acres and the Southwest corner of said 0.2298 of an acre; at 459.54 feet pass a 5/8 inch iron rod found for the Southeast corner of said 0.2298 of an acre and the Southwest corner of said 40.32 acres; in all, a total distance of 563.98 feet to a 1/4 inch iron rod, with cap, set for the Northeast corner of this tract and the Northernmost Northwest corner of said 4.4742 acres. Said point being in a curve to the right, concave Westerly.

THENCE: Along and around said curve to the right in a Southwesterly direction, along the East line of this tract and the West line of said 4.4742 acres; said curve having a radius of 1950.00 feet, a central angle of 06°03'39" and a chord bearing and distance of South 01°04'43" West 206.18 feet, for an arc length of 206.27 feet to a 1/4 inch iron rod, with cap, set for the TERMINATION POINT of said curve and the BEGINNING POINT of another curve to the right, concave Northwesterly

THENCE: Along and around said curve to the right in a Southwesterly direction, along the East line of this tract and the West line of said 4.4742 acres; said curve having a radius of 62.95 feet, a central angle of 51°16'08", and a chord bearing and distance of South 29°44'35" West 54.47 feet, for an arc length of 56.33 feet to a 1/4 inch iron rod, with cap, set for the TERMINATION POINT of this curve and the BEGINNING POINT of another curve to left, concave Easterly.

THENCE: Along and around said curve to the left in a Southerly direction, along the East line of this tract and the West line of said 4.4742 acres; said curve having a radius of 110.00 feet, a central angle of 72°07'34" and a chord bearing and distance of South 19°10'58" West 129.51 feet, for an arc length of 138.47 feet to a 1/4 inch iron rod, with cap, set for the TERMINATION POINT of said curve and the BEGINNING POINT of another curve to the right, concave Westerly.

NOTE: THIS COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

03/01/2007 THU 10:07 ITX/RX NO 00071 0010

223-00-0497

T-871 P.011/018 F-357

EXHIBIT "A"
Tract I

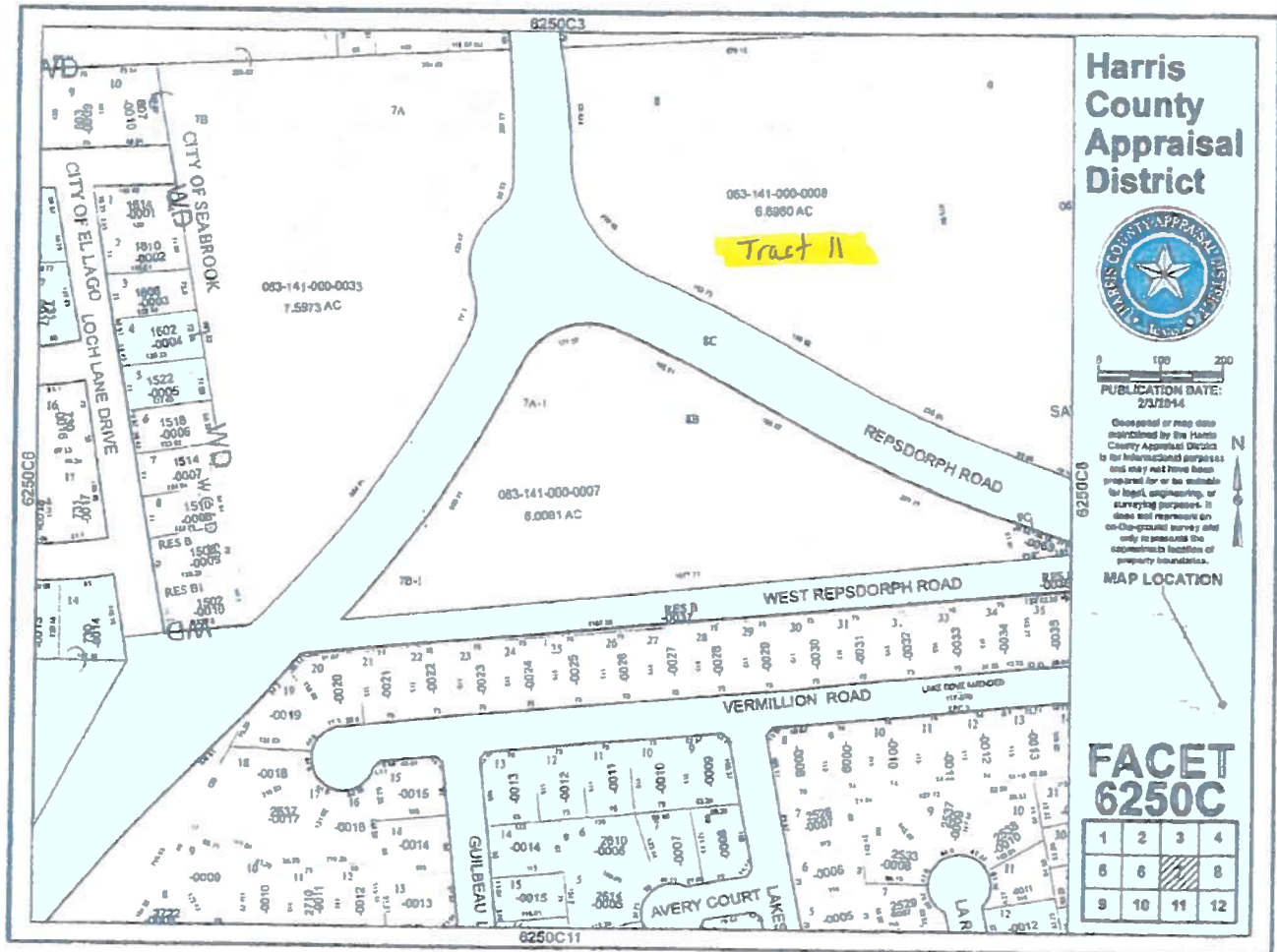
PAGE 3 - 7.5973 ACRES

THENCE: Along and around said curve to the right in a Southerly direction, along the East line of this tract and the West line of said 4.4742 acres; said curve having a radius of 93.25 feet, a central angle of 47°22'15" and a chord bearing and distance South 06°48'18" West 74.92 feet, for an arc length of 77.10 feet to a ½ inch iron rod, with cap, set for the **TERMINATION POINT** of said curve and the **BEGINNING POINT** of another curve to the right, concave Westwarily.

THENCE: Along and around said curve to the right, in a Southwesterly direction, along the East line of this tract and the West line of said 4 4742 acres; said curve having a radius of 1950.00 feet, a central angle of $179^{\circ}11'10''$ and a chord bearing and distance of South $39^{\circ}05'00''$ West 582.72 feet, for an arc length of 584.91 feet to the PLACE OF BEGINNING and containing within these boundaries 7.5973 acres of land.

NOTE: THIS COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

03/01/2007 THU 18:07 ITX/RX NO 68071 2011



Mar-01-2007 07:17pm From: ACCESSCORPORATION

40000560745

T-071 P.012/016 F-207

EXHIBIT "A"
Tract II

FIELD NOTES of a 6.6960 acre tract of land situated in the Ritson Morris Survey, Abstract 52, Harris County, Texas out of and a part of Lot 8 of the Savings and Loan Company Subdivision as recorded in Volume 3 at Page 71 of the Map Records of Harris County, Texas and out of and a part of that certain 0.805 of an acre tract of land conveyed by the Most Reverend Joseph A. Fiorenza to the City of Seabrook, Texas by Deed dated September 11, 2000 and recorded under County Clerk's File No. U675140 of the Official Public Records of Real Property of Harris County, Texas. Said Lot 8 being that same land conveyed by Joseph A. Fiorenza to JSK 2000 Family Partnership, LTD., by Deed dated January 21, 2003 and recorded under County Clerk's File No. W395578 of the Official Public Records of Real Property of Harris County, Texas. Said 6.6960 acres being more particularly described by the following metes and bounds, to-wit:

NOTE: BEARINGS ARE BASED ON PLAT BEARINGS AND FOUND MONUMENTS IN THE NORTH LINE OF THAT CERTAIN AMENDING PLAT OF LAKE COVE SUBDIVISION, SECTION THREE, AS RECORDED IN VOLUME 358 AT PAGE 149 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS AND IN THE SOUTH RIGHT-OF-WAY LINE OF WEST REPSDORPH ROAD (60 FEET WIDE RIGHT-OF-WAY). REFERENCE IS MADE TO THE PLAT OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

COMMENCING at a 1/4 inch iron rod, with cap, set in the North right-of-way line of West Repsdorph Road, 60 feet wide right of way, at the Southeast corner of said Lot 8 and the Southwest corner of Lot 9 of said Subdivision. Said point being the Southeast corner of a 3.0834 acre tract of land surveyed this date.

THENCE: North 07°13'39" West along the East line of said tract of 3.0834 acres, the East line of said Lot 8 and the West line of said Lot 9 and at 63.15 feet pass a 1/4 inch iron rod, with cap, set for the Northeast corner of said 3.0834 acres and the Southeast corner of a 4.4742 acre tract heretofore surveyed; in all, a total distance of 177.73 feet to a 1/4 inch iron rod, with cap, set for the Easternmost Northeast corner of said 4.4742 acres and the Southeast corner and **POINT OF BEGINNING** of this tract. Said point being in a curve to the right, concave Northeast.

THENCE: Along and around said curve to the right in a Northwesterly direction, along the South line of this tract and the Easternmost North line of said 4.4742 acres; said curve having a radius of 1750.00 feet, a central angle of 08°24'41" and a chord bearing and distance of North 62°49'49" West 256.68 feet, for an arc length of 256.91 feet to a 1/4 inch iron rod, with cap, set for the **TERMINATION POINT** of said curve.

NOTE: THIS COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

03/01/2007 THU 18:07 (TX/RX NO 68071 0012

Mar-01-2007 07:17pm Free-ACCESSCORPORATION

+4000000705

T-071 P 010/010 F-207

EXHIBIT "A"
Tract II

PAGE 2 - 6.6960 ACRES.

THENCE: North $58^{\circ}37'29''$ West along the South line of this tract and the Easternmost North line of said 4.4742 acres for a distance of 199.82 feet to a $\frac{1}{4}$ inch iron rod, with cap, set for the **BEGINNING POINT** of a curve to the left, concave Southwesterly.

THENCE: Along and around said curve to the left in a Northwesterly direction, along the South line of this tract and the Easternmost North line of said 4.4742 acres; said curve having a radius of 1849.99 feet, a central angle of $05^{\circ}04'16''$ and a chord bearing and distance of North $61^{\circ}09'36''$ West 163.68 feet, for an arc length of 163.73 feet to a $\frac{1}{4}$ inch iron rod, with cap, set for the Southwest corner of this tract and the **TERMINATION POINT** of this curve and the **BEGINNING POINT** of another curve to the right, concave Northeasterly.

THENCE: Along and around said curve to the right in a Northwesterly direction, along the West line of this tract and the Easternmost North line of said 4.4742 acres; said curve having a radius of 206.21 feet, a central angle of $66^{\circ}40'35''$ and a chord bearing and distance of North $30^{\circ}21'32''$ West 226.65 feet, and at an arc length of 107.59 feet pass a $\frac{1}{4}$ inch iron rod, with cap, set in the East line of said 0.801 of an acre; in all, a total arc length of 239.97 feet to a $\frac{1}{4}$ inch iron rod, with cap, set for the **TERMINATION POINT** of this curve and the **BEGINNING POINT** of another curve to the left, concave Westerly.

THENCE: Along and around said curve to the left, in a Northerly direction, along the West line of this tract and the East line of said 4.4742 acres; said curve having a radius of 2050.00 feet, a central angle of $04^{\circ}50'12''$ and a chord bearing and distance of North $00^{\circ}33'10''$ East 173.00 feet, and at an arc length of 173.84 feet pass a $\frac{1}{4}$ inch iron rod, with cap, set in the East line of said 0.805 of an acre; in all, a total arc length of 173.05 feet to a $\frac{1}{4}$ inch iron rod, with cap, set in the North line of said Lot 8 and the South line of that certain 40.92 acre tract of land conveyed by Theodore Des McColton, Jr., to Seabrook Venture II, by Deed dated March 1, 2000 and recorded under County Clerk's File No. U265748 of the Official Public Records of Real Property of Harris County, Texas. Said point being the Northwest corner of this tract and the Northeastmost Northeast corner of said 4.4742 acres.

THENCE: North $89^{\circ}49'15''$ East along the North line of this tract, the North line of said Lot 8 and the South line of said 40.92 acre tract for a distance of 570.12 feet to a $\frac{1}{4}$ inch iron rod found for the Northeast corner of this tract, the Northeast corner of said Lot 8 and the Northwest corner of said Lot 9.

THENCE: South $07^{\circ}13'59''$ East along the East line of this tract, the East line of said Lot 8 and the West line of said Lot 9 for a distance of 675.92 feet to the **PLACE OF BEGINNING** and containing within these boundaries 6.6960 acres of land.

NOTE: THIS COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

Mar-01-2007 07:17pm Free-ACCESSCORPORATION

44988888795

T-071 P 014/010 F-357

EXHIBIT "A" Tract III

FIELD NOTES of a 6.0081 acre tract of land situated in the Ritson Morris Survey, Abstract 52, Harris County, Texas out of and a part of Lot 8 of the Savings and Loan Company Subdivision as recorded in Volume 3 at Page 71 of the Map Records of Harris County, Texas; out of and a part of that certain 0.835 of an acre tract of land conveyed by the Most Reverend Joseph A. Fiorenza to the City of Seabrook, Texas by Deed dated September 11, 2000 and recorded under County Clerk's File No. U675140 of the Official Public Records of Real Property of Harris County, Texas; out of and a part of that certain 6.274 acre tract of land conveyed by Oasis Cafe, Inc. to JSK 2000 Family Partnership, LTD., by Deed dated January 14, 2003 and recorded under County Clerk's File No. W369355 of the Official Public Records of Real Property of Harris County, Texas; and out of and a part of that certain 6.274 acres conveyed by Zillion, Inc., to JSK 2000 Family Partnership, LTD., by Deed dated January 14, 2003 and recorded under County Clerk's File No. W369350 of the Official Public Records of Real Property of Harris County, Texas. Said Lot 8 being that same land conveyed by Joseph A. Fiorenza to JSK 2000 Family Partnership, LTD., by Deed dated January 21, 2003 and recorded under County Clerk's File No. W395578 of the Official Public Records of Real Property of Harris County, Texas. This 6.0081 acre tract of land is more particularly described by the following metes and bounds, to-wit:

NOTE: BEARINGS ARE BASED ON PLAT BEARINGS AND FOUND MONUMENTS IN THE NORTH LINE OF THAT CERTAIN AMENDING PLAT OF LAKE COVE SUBDIVISION, SECTION THREE, AS RECORDED IN VOLUME 358 AT PAGE 149 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS AND IN THE SOUTH RIGHT-OF-WAY LINE OF WEST REPSDORPH ROAD (60 FEET WIDE RIGHT-OF-WAY). REFERENCE IS MADE TO THE PLAT OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

BEGINNING at a 1/2 inch iron rod, with cap, set in the North right-of-way line of West Repsdorph Road, 60 feet wide right of way, at the Southeast corner of Lot 8 and the Southwest corner of Lot 9 of said Subdivision. Said point being the Southeast corner and POINT OF BEGINNING of this tract.

NOTE: THIS COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

03/01/2007 THU 15:07 ITX/RX NO 00071 0014

Mar-01-2007 07:18pm From-ACCESSCORPORATION

+4000000705

T-071 P 010/016 F-387

EXHIBIT "A"
Tract III

PAGE 2 - 6.0081 ACRES.

THENCE: South $87^{\circ}16'40''$ West along the South line of this tract, the South line of said Lot 8, the North right-of-way line of West Repsdrup Road, the South line of said 0.805 of an acre, the South line of said 6.274 acre tracts and the South line of said Lot 7, and at 570.48 feet pass a $\frac{1}{4}$ inch iron rod found for the Southeast corner of said 0.805 of an acre tract; at 611.13 feet pass a 1 inch iron pipe found for the Southwest corner of said 0.805 of an acre, the Southwest corner of said Lot 8, the Southeast corner of said Lot 7 and the Southeast corner of said 6.274 acres conveyed by Oasis Café, Inc.; at 920.14 feet pass a $\frac{1}{4}$ inch iron rod found for the Southwest corner of said 6.274 acres conveyed by Oasis Café, Inc. and the Southeast corner of said 6.274 acres conveyed by Zillion, Inc.; in all, a total distance of 1077.77 feet to a $\frac{1}{4}$ inch iron rod, with cap, set for the Southwest corner of this tract and the Westernmost Southeast corner of that certain 4.4742 acre tract heretofore surveyed. Said point being the BEGINNING POINT of a curve to the left, concave Northwestwardly.

THENCE: Along and around said curve to the left, in a Northeasterly direction, along the North line of this tract and the South line of said 4.4742 acres, said curve having a radius of 2030.00 feet, a central angle of $13^{\circ}38'40''$ and a chord bearing and distance of North $37^{\circ}26'50''$ East 498.87 feet, for an arc length of 500.11 feet to a $\frac{1}{4}$ inch iron rod, with cap, set for the TERMINATION POINT of said curve and the BEGINNING POINT of another curve to the right, concave Southerly. Said point being the Northwest corner of this tract.

THENCE: Along and around said curve to the right, in a Northeasterly direction, along the North line of this tract and the South line of said 4.4742 acres; said curve having a radius of 119.00 feet, a central angle of $85^{\circ}29'54''$ and a chord bearing and distance of North $73^{\circ}12'27''$ East 161.55 feet, and at an arc length of 127.44 feet pass a $\frac{1}{4}$ inch iron rod, with cap, set in the East line of said Lot 7, the East line of said 6.724 acres conveyed by Oasis Café, Inc., the West line of said Lot 8 and the West line of said 0.805 of an acre; at an arc length of 170.71 feet pass a $\frac{1}{4}$ inch iron rod, with cap, set in the East line of said 0.805 of an acre; in all, a total arc length of 177.57 feet to a $\frac{1}{4}$ inch iron rod, with cap, set for the TERMINATION POINT of said curve. Said point being the BEGINNING POINT of another curve to the right, concave Southwestwardly.

THENCE: Along and around said curve to the right, in a Southeasterly direction, along the North line of this tract and the South line of said 4.4742 acres; said curve having a radius of 1749.99 feet, a central angle of $05^{\circ}25'07''$ and a chord bearing and distance of South $61^{\circ}20'02''$ East 163.44 feet, for an arc length of 163.51 feet to a $\frac{1}{4}$ inch iron rod, with cap, set for the TERMINATION POINT of this curve.

NOTE: THIS COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE
AND OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

THENCE: South 07°13'59" East along the East line of this tract, the East line of said Lot 8 and the West line of said Lot 9 for a distance of 63.07 feet to the PLACE OF BEGINNING and containing within these boundaries 6.0081 acres of land.

At the time of recording, the instrument was found to be inadequate for the test photographs. Improvements because of the light, color, or print any, discarded parts, etc. All photographs of evidence and changes were printed at the time the instrument was used and recorded.

03/01/2007 THU 16:07 ITS/RT NO 88071 01010

AGREEMENT

This Agreement (the "Agreement") is made and entered into by and between PACIFIC RIDGE DEVELOPMENT COMPANY, LLC (the "Company"), a California limited liability company, and the CITY OF SEABROOK, TEXAS (the "City"), a Texas home rule city, for the purposes and considerations stated below.

FACTUAL RECITALS AND FINDINGS:

WHEREAS, the Texas Department of Transportation ("TxDOT") is expanding State Highway 146 into a grade separated 6 lane highway with controlled access feeder roads through the City (the "146 Expansion"), resulting in the forced relocation of over 50 businesses in the City, and is materially and negatively impacting many other properties and businesses, as detailed in the Environmental Assessment for the 146 Expansion prepared by TxDOT and the US Dept. of Transportation dated April 2013. Such relocations and impacts are scheduled to commence in 2017; and

WHEREAS, the City risks losing substantial commercial property and sales tax revenues if the affected businesses relocate outside the City or are less successful due to the 146 Expansion; and

WHEREAS, the current relocation opportunities within the City are limited, which will result in businesses relocating outside the City; and

WHEREAS, the City has i) identified the Repsdorph Road/Lakeside Drive intersection, and the Traffic Circle at that intersection (the "Development Area") as an area for future mixed use development, and ii) expended significant funds for public infrastructure in that area; and

WHEREAS, the City established Neighborhood Empowerment Zone #2, by Resolution 2013-10, adopted on May 7, 2013 (the "Resolution"), which encompasses part of the Land, pursuant to Tx. Loc. Gov't Code Ch. 378 and the Incentive Policy, in which Resolution the Council finds that creation of the Neighborhood Empowerment Zone will:

- ☐ promote an increase in economic development in the zone;
- ☐ benefit and is for the public purpose of increasing the public health, safety, and welfare of the citizens of the City; and
- ☐ satisfy the requirements of Texas Tax Code Sections 312.202; and
- ☐ contribute to the retention or expansion of primary employment or to attract major investment in the neighborhood empowerment zone that would be a benefit to the Land.

WHEREAS, the potential negative impact of the 146 Expansion to the City is dramatic, such that the City established a Budget Stabilization Fund by Ord. 2011-22; and

WHEREAS, a grocery anchored retail project ("Project") is an appropriate use for the Development Area to provide for relocating businesses and to provide for new, high quality goods and services providers needed by City residents; and

WHEREAS, the Company owns land in the Development Area bounded by Lakeside Drive on the west, 146/City water station on the east and Oak Ridge Meadows residential subdivision on the north, and as further described on Exhibit A attached hereto and incorporated herein (the "Land") for the purpose of developing a Project thereon, and the Company has the experience and capability to develop such a Project; and

WHEREAS, the Land is currently zoned R-1, but according to the City Comprehensive Master Plat 2030 is appropriate for commercial redevelopment under certain circumstances; and

WHEREAS, the Project must be initiated quickly in order to be ready by 2017, when businesses will be relocated by the 146 Expansion; and

WHEREAS, the City desires to implement economic development programs authorized by Texas law and approved by the City, including, but not limited to, those authorized by Chapters 378 and 380 of the Texas Local Government Code, consistent with the City Charter; and

WHEREAS, the City has determined that its economic development programs promote state and local economic development, stimulate business and commercial activity in the City, discourage the loss of existing businesses and jobs, increase sales and ad valorem taxes, promotes development and diversification of the economy, elimination of unemployment and underemployment, and expansion of commerce; and

WHEREAS, the Resolution establishes non-exclusive authority for the City to provide economic development incentives (the "Incentive Policy") pursuant to the Land being located in the subject Neighborhood Empowerment Zone; and

WHEREAS, the City finds that the development of the Project by the Company in the City promotes local economic development and stimulates business and commercial activity within the City and would directly establish a public purpose, as contemplated above; and

WHEREAS, the City finds that the Project would not be developed in the City without the incentives set forth herein; and

WHEREAS, the City has the authority to enter into this Agreement based upon, among other authorization and its home rule powers, Texas Local Government Code Chapters 378 and 380;

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENTS

SECTION 1 Authorization

This Agreement is authorized by law, including but not limited to, Sections 378 and 380 of the Texas Local Government Code and is within the authority of the City under the City Charter and related law.

SECTION 2 Factual Recitals and Findings

The factual recitals and findings set forth above are found to be true and correct for all purposes, and incorporated into the body of this Agreement. The City and Company have each relied upon the truth of the recitals in entering into this Agreement and proceeding to develop the Project.

SECTION 3 Effective Date/Term

This Agreement shall be effective as of the date of execution by both parties (the “Effective Date”). This Agreement shall remain in full force and effect until the City and the Company have completed their respective obligations hereunder or has been earlier terminated by the parties in writing (the “Term”). Should the primary building on the Land be razed (leaving only pad sites with buildings), then this Agreement shall terminate and the parties shall execute and record a memorandum of termination.

SECTION 4 City Obligations

4.1 Permits. The City will expedite all construction and development permits for the Project such that all permits will be issued within 21 days of submission of proper plans and specifications in compliance with applicable codes and ordinances, provided any permit may be issued contingent on final plat approval.

4.2 Fees. The City agrees to waive all fees for the building permit(s) for the initial development and improvements to the Project. This waiver shall apply to building, plumbing and electrical work for permits sought up to 24 months from the date of this Agreement in an amount not to exceed \$20,000.

SECTION 5 Company Obligations

The Project shall comply with the following performance standards:

- a. *Special Landscape Area*: The area within 50’ of contiguous and adjoining R-1 zoned properties located in the City shall meet the following standards:

- Pervious, landscaped area
 - No drives or parking
 - No commercial or retail use
 - Irrigated
 - Maintained by the owner thereof in good order, appropriated trimmed and clear of trash/debris.
- b. *Special Screening/Buffering:* Along the boundary with contiguous and adjoining R-1 zoned properties located in the City, the following requirements shall apply-
- 8' masonry wall without openings
 - Trees no shorter than 8' tall and in a quantity of no less than one tree per four feet of boundary wall shall be planted, maintained, and replaced as required. The layout shall be approved by the City Planning Director at the time of plan approval for the Project. The trees shall be appropriately irrigated.
- c. *Special Setbacks for Certain Uses:* The following uses must be setback 75' from the following distances from contiguous and adjoining R-1 zoned properties located in the City:
- Loading Dock
 - Trash Dumpsters
 - Open Storage.
- d. *Uses Permitted:* The Project may include only the uses shown in the Permitted Uses on Exhibit B attached and made a part hereof for all purposes.

SECTION 6

Default and Recapture

6.1 Termination. This Agreement may be terminated if Company refuses, fails or neglects to substantially comply with any of the terms of this Agreement or, if any representation made by the Company is false or misleading in any material aspect. Termination of this Agreement may be effected if any such default is not cured within thirty (30) days after written notice by the City to Company.

6.2 Recapture. If the City terminates this Agreement as a result of default by Company, then the waiver of permit fees, as provided in paragraph 4.2, will be immediately abolished and waived. The City shall have the right to recapture all waived permits and inspections fees, as provided in Section 6.3 below.

6.3 Bill for Fees. In the event of termination, a bill for the total amounts due will be sent to Company, and Company hereby agrees to pay the total amounts due within sixty (60) days after receipt of the bill. Statutory penalties interest and attorneys fees will accrue if Company fails to timely pay the bill. Nothing in this Agreement shall preclude Company from disputing the bill.

SECTION 7 Mutual Assistance

The parties shall do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions. The City shall, in a form prepared by Company, upon thirty (30) days advance written notice and limited to once each calendar year, execute a certificate addressed to the Company, a lender to the Company or a potential purchaser of the Project or the Land (or a portion thereof) or the Company stating whether this Agreement is in full force and effect, stating whether the Agreement is currently valid and enforceable, specifying that there are no defaults hereunder (or if a default exists, delineating default and the requirements to cure the default).

SECTION 8 Representations and Warranties

The City represents and warrants to the Company to the best of its belief that the Program and this Agreement are within the scope of its authority and the provisions of the City's charter and that it is duly authorized and empowered to establish the Program and enter into this Agreement. The City agrees, to the extent provided by law, not to challenge this Agreement or the City's authority to enter into or perform this Agreement, whether directly or indirectly. The Company represents and warrants to the City that it has the requisite authority to enter into this Agreement. The Parties recognize that they each have relied upon the validity and enforceability of this Agreement in selecting the Land for the Project and would not have made that decision, but for the benefits of this Agreement.

SECTION 9 Hold Harmless and Indemnification

The Company agrees to protect, defend, hold harmless and indemnify the City, any member of its government body, its officers, employees and agents, from and against any and all claims, actions, liabilities and damages brought by third parties actually suffered by a person or persons and actually arising out of this Agreement due to the actions of the Company.

SECTION 10 Section or Other Headings

Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 11 Attorneys' Fees

In the event any legal action or proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorneys' fees and expenses incurred by reason of such action.

SECTION 12
Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.

SECTION 13
Amendment

This Agreement may only be amended or altered by written instrument signed by the parties.

SECTION 14
Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. The Company may assign all or part of its rights and obligations hereunder only upon prior written approval of the City, which approval shall not be unreasonably withheld or delayed. However, the Company may transfer or assign its rights or obligations hereunder to (i) any entity which is an affiliate (specifically including a direct or indirect parent or subsidiary) of the Company, so long as the Company shall remain responsible and obligated to the City for the performance of its obligations under this Agreement, (ii) any purchaser of a portion of the Land, or (iii) any purchaser of the Project. Each such party shall assume the obligations hereunder, as to the portion of the Land acquired, whereupon the Company shall be released from future liability.

SECTION 15
Notice

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified mail with return receipt requested, postage prepaid, or upon receipt by nationally recognized overnight courier, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties by notice under this Section:

COMPANY: Pacific Ridge Development Company, LLC
Attn: John Boswell
211 E. Carrillo Street #204
Santa Barbara, CA 93101

With copies to: Wilson, Cribbs & Goren, P.C.
Attn: Reid C. Wilson
2500 Fannin
Houston, Texas 77002

CITY: City of Seabrook, Texas
Attention: City Manager
1700 First Street
Seabrook, Texas 77586

With copies to: Ross, Banks, May, Cron & Cavin, P.C.
Attn: Steven L. Weathered, City Attorney
2 Riverway, Suite 700
Houston, Texas, 77056

SECTION 16
Interpretation

Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

SECTION 17
Applicable Law

This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas, and venue shall exclusively lie in state courts located in Harris County, Texas.

SECTION 18
Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

SECTION 19
Time of Essence

Time is of the essence in the performance of this Agreement.

SECTION 20
Severability

If a portion of this Agreement is deemed or declared invalid, then the remaining provisions shall continue in effect.

SECTION 21
Recording

At the City's option, a memorandum of this Agreement may be filed in the real property records, which may recite the restrictions set forth in Section 6 as restrictive covenants enforceable by the City against the Land. Such memorandum may be filed by the City at any time.

EXECUTED this _____ day of July, 2014.

CITY OF SEABROOK, TEXAS

NAME: Glenn Royal
TITLE: Mayor

APPROVED AS TO
FORM:

CITY ATTORNEY

PACIFIC RIDGE DEVELOPMENT COMPANY, LLC,
a California limited liability company

By: _____
NAME: John Boswell
TITLE: Manager

STATE OF TEXAS §
COUNTY OF HARRIS §

Before me, _____, a notary public on this day personally appeared Glenn Royal, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Mayor of the CITY OF SEABROOK, TEXAS, a municipal corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said city.

Given under my hand and official seal this ____ day of July, 2014.

My commission expires: _____

Notary Public

STATE OF CALIFORNIA §
COUNTY OF _____ §

Before me, _____, a notary public on this day personally appeared John Boswell, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Manager of Pacific Ridge Development Company, LLC, a California limited liability company, and acknowledged to me that he had authority to execute said instrument for the purposes and consideration therein expressed, and as the act of said company.

Given under my hand and official seal this _____ day of _____, 2014.

My commission expires: _____

Notary Public

EXHIBIT A
Description of the Land

Legal Description of 12.1341 Acre Tract

A 12.1341 acre tract of land situated in the Ritson Morris Survey, Abstract 52, Harris County, Texas and being out of and a part of Lots 15, 16, 17 and 18 of Ruggles Subdivision as recorded in Volume 5 at Page 30 of the Map Records of Harris County, Texas. Said tract also being out of and a part of the residue of that certain 40.92 acre tract of land conveyed by Theodore Dee McCollom, Jr. to Seabrook Venture II by Correction Deed dated March 1, 2000 and recorded under County Clerk's File No. U265748 of the Official Public Records of Real Property of Harris County, Texas. This 12.1341 acres is more particularly described by the following metes and bounds, to-wit:

NOTE: BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83. ALL DISTANCES ARE ACTUAL DISTANCES. SCALE FACTOR = 0.9998758. REFERENCE IS MADE TO THE PLAT OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

COMMENCING at a 1/2 inch iron rod, with cap (BHA), set in the West right-of-way line of the Southern Pacific Railroad (also known as the T. & N. O. Railroad; 100 feet wide right-of-way) for the Southeast corner of said Lot 18, the Northeast corner of that certain 2.245 acres conveyed by Albert S. Farquhar, et ux, to Houston Lighting & Power Company by Deed dated October 23, 1962 and recorded under County Clerk's File No. B589710 of the Deed Records of Harris County, Texas and the Northeast corner of Lot 9 of the Savings & Loan Company Subdivision as recorded in Volume 3 at Page 71 of the Map Records of Harris County, Texas. Said point being the Southeast corner of that certain 1.716 acres conveyed by Red Bluff Development Company to City of Seabrook by Deed dated August 2, 1972 and recorded under County Clerk's File No. D695743 of the Deed Records of Harris County, Texas and the Southeast corner of that certain 3.4196 acres surveyed this date and has a State Plane Coordinate Value of Y=13,779,255.94 and X=3,230,501.19.

THENCE: South 86°53'32" West along the South line of said 3.4196 acre tract, the South line of said Lots 18 and 17, the South line of said 1.716 acres, the South line of that certain 0.6887 of an acre conveyed by Red Bluff Development Company to City of Seabrook by Deed dated April 19, 1966 and recorded under County Clerk's File No. C401938 of the Deed Records of Harris County, Texas, the South line of that certain 1.000 acre tract of land conveyed by Red Bluff Development Company to City of Seabrook by Deed dated December 9, 1967 and recorded under County Clerk's File No. C828387 of the Deed Records of Harris County, Texas, the North line of said 2.245 acres, the North line of said Lot 9 and the North line of that certain called 9.00 acres conveyed by Texas Eastern Transmission Corporation to Texas Eastern Products Pipeline Company by Deed dated March 24, 1988 and recorded under County Clerk's File No. M537657 of the Official Public Records of Real Property of Harris County, Texas, for a distance of 513.02 feet to a 5/8 inch iron rod found for the Southwest corner of said

3.4196 acres, the Southwest corner of said 1.000 acre, the Southernmost Southeast corner of said 40.92 acres and the Southernmost Southeast corner and POINT OF BEGINNING of this tract. Said point has a State Plane Coordinate Value of Y=13,746,228.13 and X=3,229,988.98; from which a 3/4 inch iron rod (found) bears South 85°11'14" East 1.74 feet.

THENCE: Continue South 86°53'32" West along the Southernmost South line of this tract, the South line of said Lots 17, 16 and 15, the Southernmost South line of said 40.92 acres, the North line of said Lot 9, the North line of said called 9.00 acres, the North line of Lot 8 of said Savings & Loan Company Subdivision, the North line of that certain 6.6960 acres (Tract II) conveyed by JSK 2000 Family Partnership, Ltd., to Repsdorph Road, L.P. by Deed dated June 23, 2006 and recorded under County Clerk's File No. Z410139 of the Official Public Records of Real Property of Harris County, Texas and the North line of that certain 4.4742 acres conveyed by JSK 2000 Family Partnership, Ltd., to City of Seabrook, Texas by Deed dated March 2, 2006 and recorded under County Clerk's File No. Z173390 of the Official Public Records of Real Property of Harris County, Texas, for a distance of 689.30 feet to a 1/2 inch iron rod, with cap (BHA), set for the Southwest corner of this tract and the Southeast corner of that certain 1.0499 acres (Lakeside Drive Extension - 80 feet wide) described in Dedication Agreement between City of Seabrook, Texas and Seabrook Venture II dated October 21, 2010 and recorded under County Clerk's File No. 20100467859 of the Official Public Records of Real Property of Harris County, Texas. Said point being in a curve to the left, concave Westerly.

THENCE: Along and around said curve to the left, in a Northerly direction, along the West line of this tract and the East line of said 1.0499 acres, said curve having a radius of 2040.00, a central angle of 01°21'44" and a chord bearing and distance of North 05°29'45" West 48.50 feet, for an arc length of 48.50 feet to a 1/2 inch iron rod, with cap (BHA), set for the TERMINATION POINT of said curve and the BEGINNING POINT of another curve to the right, concave Easterly.

THENCE: Along and around said curve to the right, in a Northerly direction, along the West line of this tract and the East line of said 1.0499 acres, said curve having a radius of 560.00 feet, a central angle of 12°56'48" and a chord bearing and distance of North 00°17'47" East 126.27 feet, for an arc length of 126.54 feet to a 1/2 inch iron rod, with cap (BHA), set for the TERMINATION POINT of said curve.

THENCE: North 06°46'11" East along the West line of this tract and the East line of said 1.0499 acres for a distance of 103.73 feet to a 1/2 inch iron rod, with cap (BHA), set for the BEGINNING POINT of a curve to the left, concave Westerly.

EXHIBIT B

Permitted Uses

Accessory Building/uses (for all the following uses)

Alterations, clothing
Antique shops & dealers
Appliance dealers/rental
Auto parts & supplies
Bakers, retail
Banks or financial services
Barbers/beauty salons/day spa
Bicycle sales
Boat equipment & supplies
Book dealers, retail
Candy & confection, retail
Carpet & rug dealers
Child day care center
Church/place of worship
Cigar lounge
Cigar & tobacco shop
Clothing store
Coin dealers
Computer sales & service
Convenience stores (without fuel pumps)
Copy & duplicating services
Dance instruction
Department stores
Discount stores
Dry cleaners (pickup only)
Florists
Food store, specialty
Furniture dealers
Gasoline service stations / convenience stores
Hardware stores / Building materials sales
Health club
Janitorial services & supplies
Laundry, self-service
Liquor store
Mailbox rentals
Mailing service, bulk
Medical equipment and supplies
Motion picture theatre
Musical instrument dealers

Office, professional
Paint stores, retail
Pet shops (Indoor kennels only)
Pharmacies
Produce, retail
Public use (governmental)
Quick lube/oil change
Rental service store (no heavy equipment)
Restaurant equipment & supplies
Restaurants
Restaurants (delivery & pickup only)
Retail
Retail, light
Shopping centers
Swimming pool & spa sales & supplies
Theatre
Tire dealers and service
Veterinarians & animal hospitals (no outside kennels)

In addition to the foregoing, other similar uses are permitted, upon Owner request, subject to the City Manager making a good faith, written determination that another use not listed either i) is the functional equivalent of a listed use, or ii) has no greater impact on the City than a listed use. In such event, that use is permitted and a memorandum of the City Manager determination shall be recorded, referencing this Agreement.

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***CITY
OF
SEABROOK***

**AGENDA
BRIEFING**

Date of Meeting: TUESDAY, JULY 15, 2014

Submitter/Requestor: Applicant

Date Submitted: 7/7/2014 11:21:53 AM

Presenter: Applicant

Description/Subject:

Consider and approve Developer Agreement between Starship Dixie Farm, LP and the City of Seabrook for certain performance standards and an incentive to waive all fees for the building permit(s) for the initial development of the project in an amount not to exceed \$20,000.

Purpose/Need: NA

Background/Issue(What prompted this need):

Starship Dixie Farm, LP owns a 20.3014 acre tract of land situated in the Ritson Morris Survey, Abstract 52, Harris County, Savings and Loan Company Subdivision, consisting of 7.5973 acres being out of and a part of Lots 7A and 7B, this property is located immediately west of the Repsdorph Traffic Circle, and is adjacent to the Seabrook city limits; 6.6960 acres being out of and a part of Lot 8, this property is located immediately east of the Repsdorph Traffic Circle, and north of Repsdorph Road; and 6.0081 acres being out of and a part of Lots 7A-1, 7B-1, and 8B, this property is located immediately south of the Repsdorph Traffic Circle, and north of Vermillion Road.

The owner has applied for a rezoning of these parcels and has submitted a Developer's agreement that outlines performance standards and an incentive request from the city.

The incentive is for a waiver of construction and development permits in an amount not to exceed \$20,000 and up to 24 months from the date of this Agreement.

Impacted Parties(Expected/Notified):

Miscellaneous Comments:

Attachments:

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

Exhibit A

Agreement

Fiscal Impact:	Budgeted	Yes	Finance	Officer
	Budget Amendment Required	Yes	Review:	
	Future/Ongoing Impact	Yes		
	Budget Dept/Line Item Number			

Funding Comments:

Where on the agenda should this item be placed?

Old Business

Suggested Motion:

Agenda Language:

Consider/discuss Developer Agreement between Starship Dixie Farm, LP and the City of Seabrook for certain performance standards and an incentive to waive all fees for the building permit(s) for the initial development of the project in an amount not to exceed \$20,000.

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.)

AGREEMENT

This Agreement (the "Agreement") is made and entered into by and between STARSHIP DIXIE FARM, L.P. a Texas limited partnership, whose general partner is M-PROPERTIES, INC., (the "Company"), and the CITY OF SEABROOK, TEXAS (the "City"), a Texas home rule city, for the purposes and considerations stated below.

FACTUAL RECITALS AND FINDINGS:

WHEREAS, the Texas Department of Transportation ("TxDOT") is expanding State Highway 146 into a grade separated 6 lane highway with controlled access feeder roads through the City (the "146 Expansion"), resulting in the forced relocation of over 50 businesses in the City, and is materially and negatively impacting many other properties and businesses, as detailed in the Environmental Assessment for the 146 Expansion prepared by TxDOT and the US Dept. of Transportation dated April 2013. Such relocations and impacts are scheduled to commence in 2017; and

WHEREAS, the City risks losing substantial commercial property and sales tax revenues if the affected businesses relocate outside the City or are less successful due to the 146 Expansion; and

WHEREAS, the current relocation opportunities within the City are limited, which will result in businesses relocating outside the City; and

WHEREAS, the City has i) identified the Repsdorph Road/Lakeside Drive intersection, and the Traffic Circle at that intersection (the "Development Area") as an area for future mixed use development, and ii) expended significant funds for public infrastructure in that area; and

WHEREAS, the City established Neighborhood Empowerment Zone #2, by Resolution 2013-10, adopted on May 7, 2013 (the "Resolution"), which encompasses part of the Land, pursuant to Tx. Loc. Gov't Code Ch. 378 and the Incentive Policy, in which Resolution the Council finds that creation of the Neighborhood Empowerment Zone will:

- ☐ promote an increase in economic development in the zone;
- ☐ benefit and is for the public purpose of increasing the public health, safety, and welfare of the citizens of the City; and
- ☐ satisfy the requirements of Texas Tax Code Sections 312.202: and
- ☐ contribute to the retention or expansion of primary employment or to attract major investment in the neighborhood empowerment zone that would be a benefit to the Land.

WHEREAS, the potential negative impact of the 146 Expansion to the City is dramatic, such that the City established a Budget Stabilization Fund by Ord. 2011-22; and

WHEREAS, a commercial development project (“Project”) is an appropriate use for the Development Area to provide for relocating businesses and to provide for new, high quality goods and services providers needed by City residents; and

WHEREAS, the Company owns land in the Development Area bounded by Lakeside Drive on the west, 146/City water station on the east and Oak Ridge Meadows residential subdivision on the north, and as further described on Exhibit A attached hereto and incorporated herein (the “Land”) for the purpose of developing a Project thereon, and the Company has the experience and capability to develop such a Project; and

WHEREAS, the Land is currently zoned C-1, (“Commercial Light”) but according to the City Comprehensive Master Plat 2030 is appropriate for C-2 (“Commercial Medium”) commercial redevelopment under certain circumstances; and

WHEREAS, the Project must be initiated quickly in order to be ready by 2017, when businesses will be relocated by the 146 Expansion; and

WHEREAS, the City desires to implement economic development programs authorized by Texas law and approved by the City, including, but not limited to, those authorized by Chapters 378 and 380 of the Texas Local Government Code, consistent with the City Charter; and

WHEREAS, the City has determined that its economic development programs promote state and local economic development, stimulate business and commercial activity in the City, discourage the loss of existing businesses and jobs, increase sales and ad valorem taxes, promotes development and diversification of the economy, elimination of unemployment and underemployment, and expansion of commerce; and

WHEREAS, the Resolution establishes non-exclusive authority for the City to provide economic development incentives (the “Incentive Policy”) pursuant to the Land being located in the subject Neighborhood Empowerment Zone; and

WHEREAS, the City finds that the development of the Project by the Company in the City promotes local economic development and stimulates business and commercial activity within the City and would directly establish a public purpose, as contemplated above; and

WHEREAS, the City finds that the Project would not be developed in the City without the incentives set forth herein; and

WHEREAS, the City has the authority to enter into this Agreement based upon, among other authorization and its home rule powers, Texas Local Government Code Chapters 378 and 380;

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENTS

SECTION 1 Authorization

This Agreement is authorized by law, including but not limited to, Sections 378 and 380 of the Texas Local Government Code and is within the authority of the City under the City Charter and related law.

SECTION 2 Factual Recitals and Findings

The factual recitals and findings set forth above are found to be true and correct for all purposes, and incorporated into the body of this Agreement. The City and Company have each relied upon the truth of the recitals in entering into this Agreement and proceeding to develop the Project.

SECTION 3 Effective Date/Term

This Agreement shall be effective as of the date of execution by both parties (the “Effective Date”). This Agreement shall remain in full force and effect until the City and the Company have completed their respective obligations hereunder or has been earlier terminated by the parties in writing (the “Term”). Should the primary building on the Land be razed (leaving only pad sites with buildings), then this Agreement shall terminate and the parties shall execute and record a memorandum of termination.

SECTION 4 City Obligations

4.1 Permits. The City will expedite all construction and development permits for the Project such that all permits will be issued within 21 days of submission of proper plans and specifications in compliance with applicable codes and ordinances, provided any permit may be issued contingent on final plat approval.

4.2 Fees. The City agrees to waive all fees for the building permit(s) for the initial development and improvements to the Project. This waiver shall apply to building, plumbing and electrical work for permits sought up to 24 months from the date of this Agreement in an amount not to exceed \$20,000.

SECTION 5 Company Obligations

The Project shall comply with the following performance standards:

- a. *Special Landscape Area*: Any area within 50’ of contiguous and adjoining R-1 zoned properties located in the City shall meet the following standards:

- Pervious, landscaped area
 - No drives or parking
 - No commercial or retail use
 - Irrigated
 - Maintained by the owner thereof in good order, appropriated trimmed and clear of trash/debris.
- b. *Special Screening/Buffering:* Along the boundary with contiguous and adjoining R-1 zoned properties located in the City, the following requirements shall apply-
- 8' masonry wall without openings
 - Trees no shorter than 8' tall and in a quantity of no less than one tree per four feet of boundary wall shall be planted, maintained, and replaced as required. The layout shall be approved by the City Planning Director at the time of plan approval for the Project. The trees shall be appropriately irrigated.
- c. *Special Setbacks for Certain Uses:* The following uses must be setback 75' from the following distances from contiguous and adjoining R-1 zoned properties located in the City:
- Loading Dock
 - Trash Dumpsters
 - Open Storage.
- d. *Uses Permitted:* The Project may include only the uses shown in the Permitted Uses on Exhibit B attached and made a part hereof for all purposes.

SECTION 6

Default and Recapture

6.1 Termination. This Agreement may be terminated if Company refuses, fails or neglects to substantially comply with any of the terms of this Agreement or, if any representation made by the Company is false or misleading in any material aspect. Termination of this Agreement may be effected if any such default is not cured within thirty (30) days after written notice by the City to Company.

6.2 Recapture. If the City terminates this Agreement as a result of default by Company, then the waiver of permit fees, as provided in paragraph 4.2, will be immediately abolished and waived. The City shall have the right to recapture all waived permits and inspections fees, as provided in Section 6.3 below.

6.3 Bill for Fees. In the event of termination, a bill for the total amounts due will be sent to Company, and Company hereby agrees to pay the total amounts due within sixty (60) days after receipt of the bill. Statutory penalties interest and attorneys fees will accrue if Company fails to timely pay the bill. Nothing in this Agreement shall preclude Company from disputing the bill.

SECTION 7 Mutual Assistance

The parties shall do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions. The City shall, in a form prepared by Company, upon thirty (30) days advance written notice and limited to once each calendar year, execute a certificate addressed to the Company, a lender to the Company or a potential purchaser of the Project or the Land (or a portion thereof) or the Company stating whether this Agreement is in full force and effect, stating whether the Agreement is currently valid and enforceable, specifying that there are no defaults hereunder (or if a default exists, delineating default and the requirements to cure the default).

SECTION 8 Representations and Warranties

The City represents and warrants to the Company to the best of its belief that the Program and this Agreement are within the scope of its authority and the provisions of the City's charter and that it is duly authorized and empowered to establish the Program and enter into this Agreement. The City agrees, to the extent provided by law, not to challenge this Agreement or the City's authority to enter into or perform this Agreement, whether directly or indirectly. The Company represents and warrants to the City that it has the requisite authority to enter into this Agreement. The Parties recognize that they each have relied upon the validity and enforceability of this Agreement in selecting the Land for the Project and would not have made that decision, but for the benefits of this Agreement.

SECTION 9 Hold Harmless and Indemnification

The Company agrees to protect, defend, hold harmless and indemnify the City, any member of its government body, its officers, employees and agents, from and against any and all claims, actions, liabilities and damages brought by third parties actually suffered by a person or persons and actually arising out of this Agreement due to the actions of the Company.

SECTION 10 Section or Other Headings

Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 11 Attorneys' Fees

In the event any legal action or proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorneys' fees and expenses incurred by reason of such action.

SECTION 12
Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.

SECTION 13
Amendment

This Agreement may only be amended or altered by written instrument signed by the parties.

SECTION 14
Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. The Company may assign all or part of its rights and obligations hereunder only upon prior written approval of the City, which approval shall not be unreasonably withheld or delayed. However, the Company may transfer or assign its rights or obligations hereunder to (i) any entity which is an affiliate (specifically including a direct or indirect parent or subsidiary) of the Company, so long as the Company shall remain responsible and obligated to the City for the performance of its obligations under this Agreement, (ii) any purchaser of a portion of the Land, or (iii) any purchaser of the Project. Each such party shall assume the obligations hereunder, as to the portion of the Land acquired, whereupon the Company shall be released from future liability.

SECTION 15
Notice

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified mail with return receipt requested, postage prepaid, or upon receipt by nationally recognized overnight courier, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties by notice under this Section:

COMPANY: Starship Dixie Farm, L.P.
 Attn: President
 PO Box 973
 Seabrook, TX 77586

With copies to: Creighton, Fox, Johnson & Mills, PLLC
 Attn: Lance Fox
 3535 Calder, Suite 310
 Beaumont, Texas 77706

CITY: City of Seabrook, Texas
Attention: City Manager
1700 First Street
Seabrook, Texas 77586

With copies to: Ross, Banks, May, Cron & Cavin, P.C.
Attn: Steven L. Weathered, City Attorney
2 Riverway, Suite 700
Houston, Texas, 77056

SECTION 16
Interpretation

Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

SECTION 17
Applicable Law

This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas, and venue shall exclusively lie in state courts located in Harris County, Texas.

SECTION 18
Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

SECTION 19
Time of Essence

Time is of the essence in the performance of this Agreement.

SECTION 20
Severability

If a portion of this Agreement is deemed or declared invalid, then the remaining provisions shall continue in effect.

SECTION 21
Recording

At the City's option, a memorandum of this Agreement may be filed in the real property records, which may recite the restrictions set forth in Section 6 as restrictive covenants enforceable by the City against the Land. Such memorandum may be filed by the City at any time.

EXECUTED this _____ day of July, 2014.

CITY OF SEABROOK, TEXAS

NAME: Glenn Royal
TITLE: Mayor

APPROVED AS TO
FORM:

CITY ATTORNEY

STARSHIP DIXIE FARM, L.P.,
a Texas limited partnership

By: M-PROPERTIES, INC.
It's General Partner

By: Scott Monroe
Title: President

EXHIBIT A
Description of the Land

EXHIBIT B

Permitted Uses

Accessory Building/uses (for all the following uses)

Alterations, clothing
Antique shops & dealers
Appliance dealers/rental
Auto parts & supplies
Bakers, retail
Banks or financial services
Barbers/beauty salons/day spa
Bicycle sales
Boat equipment & supplies
Book dealers, retail
Candy & confection, retail
Carpet & rug dealers
Child day care center
Church/place of worship
Cigar lounge
Cigar & tobacco shop
Clothing store
Coin dealers
Computer sales & service
Convenience stores (without fuel pumps)
Copy & duplicating services
Dance instruction
Department stores
Discount stores
Dry cleaners (pickup only)
Florists
Food store, specialty
Furniture dealers
Gasoline service stations / convenience stores
Hardware stores / Building materials sales
Health club
Janitorial services & supplies
Laundry, self-service
Liquor store
Mailbox rentals
Mailing service, bulk
Medical equipment and supplies
Motion picture theatre
Musical instrument dealers
Office, professional
Paint stores, retail
Pet shops (Indoor kennels only)

Development Agreement Starship Dixie Farm LF slw 062614

Pharmacies
Produce, retail
Public use (governmental)
Quick lube/oil change
Rental service store (no heavy equipment)
Restaurant equipment & supplies
Restaurants
Restaurants (delivery & pickup only)
Retail
Retail, light
Shopping centers
Swimming pool & spa sales & supplies
Theatre
Tire dealers and service
Veterinarians & animal hospitals (no outside kennels)

In addition to the foregoing, other similar uses are permitted, upon Owner request, subject to the City Manager making a good faith, written determination that another use not listed either i) is the functional equivalent of a listed use, or ii) has no greater impact on the City than a listed use. In such event, that use is permitted and a memorandum of the City Manager determination shall be recorded, referencing this Agreement.



Mar-01-2007 07:17pm From-ACCESSCORPORATION

+4008500765

T-071 P.000/010 F-357

EXHIBIT "A"
Tract I

FIELD NOTES of a 7.5973 acre tract of land situated in the Ritson Morris Survey, Abstract 52, Harris County, Texas out of and a part of that certain Lot 7 of the Savings and Loan Company Subdivision as recorded in Volume 3 at Page 71 of the Map Records of Harris County, Texas; and being out of and a part of that certain 6.274 acre tract of land conveyed by Oasis Café, Inc. to JSK 2000 Family Partnership, LTD., by Deed dated January 14, 2003 and recorded under County Clerk's File No. W369355 of the Official Public Records of Real Property of Harris County, Texas; and being out of and a part of that certain 6.274 acres conveyed by Zillion, Inc., to JSK 2000 Family Partnership, LTD., by Deed dated January 14, 2003 and recorded under County Clerk's File No. W369350 of the Official Public Records of Real Property of Harris County, Texas. Said 7.5973 acres being more particularly described by the following metes and bounds, to-wit:

NOTE: BEARINGS ARE BASED ON PLAT BEARINGS AND FOUND MONUMENTS IN THE NORTH LINE OF THAT CERTAIN AMENDING PLAT OF LAKE COVE SUBDIVISION, SECTION THREE, AS RECORDED IN VOLUME 358 AT PAGE 149 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS AND IN THE SOUTH RIGHT-OF-WAY LINE OF WEST REPSDORF ROAD (60 FEET WIDE RIGHT-OF-WAY). REFERENCE IS MADE TO THE PLAT OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

COMMENCING at a ½ inch iron rod, with cap, set in the North right-of-way line of West Repsdorph Road for the Southwest corner of said Lot 7 of said Savings and Loan Company Subdivision and the Southeast corner of El Lago Estates Subdivision as recorded in Volume 118 at Page 45 of the Map Records of Harris County, Texas. Said point being the Southwest corner of that certain 4.4742 acre tract heretofore surveyed.

THENCE: North 07°13'48" West along the West line of said 4.4742 acre tract, the West line of said Lot 7 and the East line of said El Lago Estates Subdivision, for a distance of 0.66 feet to a point for the Southeast Northwest corner of said 4.4742 acres and the Southeast corner and POINT OF BEGINNING of this tract.

THENCE: Continue North 07°13'48" West along the West line of this tract, the West line of said Lot 7, the West line of said 4.4742 acres and the East line of said El Lago Estates Subdivision, and at 585.93 feet pass a ½ inch iron rod found on line, at 725.99 feet pass a ½ inch iron rod found on line at the Southeast corner of Whitecap Drive (60 feet wide right-of-way), at 786.47 feet pass a ½ inch iron rod found on line at the Northeast corner of said Whitecap Drive, in all, a total distance of 907.92 feet to a ½ inch iron pipe found in the South line of that certain 10.00 acre tract of land (Second Tract) conveyed by Friendswood Development Company to Clear Creek Independent School District by Deed dated March 29, 1965 and recorded under County Clerk's File No. C067746 of the Deed Records of Harris County, Texas. Said point being the Northwest corner of said Lot 7, the Northeast corner of said El Lago Estates and the Northwest corner of this tract of land.

NOTE: THIS COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

Mar-01-2007 07:17pm From: ACCESSCORPORATION

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T-071 P 010/016 F-357

EXHIBIT 'A'
Tract I

PAGE 2 - 7.5973 ACRES.

THENCE: North 89°49'15" East along the North line of this tract, the South line of said 10.00 acres, the South line of a 1.211 acre tract conveyed by Friendswood Development Co. to Charter Financial Group, Inc., Trustee, by Deed dated November 12, 1974 and recorded under County Clerk's File No. B318543 of the Deed Records of Harris County, Texas, the South line of that certain 0.2298 of an acre tract of land conveyed by Red Bluff Dev. Co. to the City of Seabrook by Deed dated May 4, 1973 and recorded under County Clerk's File No. D953768 of the Deed Records of Harris County, Texas and the South line of that certain 40.92 acre tract conveyed by Theodore Dee McCollom, Jr. to Seabrook Venture II by Deed dated March 1, 2000 and recorded under County Clerk's File No. U265748 of the Official Public Records of Real Property of Harris County, Texas; and at 299.27 feet pass a 1/4 inch iron rod found for the Southeast corner of said 10.00 acres and the Southwest corner of said 1.211 acres; at 359.32 feet pass a 1/4 inch iron rod (with cap marked "2113") found for the Southeast corner of said 1.211 acres and the Southwest corner of said 0.2298 of an acre; at 459.54 feet pass a 5/8 inch iron rod found for the Southeast corner of said 0.2298 of an acre and the Southwest corner of said 40.32 acres; in all, a total distance of 563.98 feet to a 1/4 inch iron rod, with cap, set for the Northeast corner of this tract and the Northernmost Northwest corner of said 4.4742 acres. Said point being in a curve to the right, concave Westerly.

THENCE: Along and around said curve to the right in a Southwesterly direction, along the East line of this tract and the West line of said 4.4742 acres; said curve having a radius of 1950.00 feet, a central angle of 06°03'39" and a chord bearing and distance of South 01°04'43" West 206.18 feet, for an arc length of 206.27 feet to a 1/4 inch iron rod, with cap, set for the TERMINATION POINT of said curve and the BEGINNING POINT of another curve to the right, concave Northwesterly

THENCE: Along and around said curve to the right in a Southwesterly direction, along the East line of this tract and the West line of said 4.4742 acres; said curve having a radius of 62.95 feet, a central angle of 51°16'08", and a chord bearing and distance of South 29°44'35" West 54.47 feet, for an arc length of 56.33 feet to a 1/4 inch iron rod, with cap, set for the TERMINATION POINT of this curve and the BEGINNING POINT of another curve to left, concave Easterly.

THENCE: Along and around said curve to the left in a Southerly direction, along the East line of this tract and the West line of said 4.4742 acres; said curve having a radius of 110.00 feet, a central angle of 72°07'34" and a chord bearing and distance of South 19°10'58" West 129.51 feet, for an arc length of 138.47 feet to a 1/4 inch iron rod, with cap, set for the TERMINATION POINT of said curve and the BEGINNING POINT of another curve to the right, concave Westerly.

NOTE: THIS COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

03/01/2007 THU 10:07 ITX/RX NO 00071 0010

223-00-0497

Mar-01-2007 07:17pm From:ACCESSCORPORATION

+4890069700

T-071 P.011/010 F-357

EXHIBIT "A"
Tract I

PAGE 3 - 7.5973 ACRES

THENCE: Along and around said curve to the right in a Southerly direction, along the East line of this tract and the West line of said 4.4742 acres; said curve having a radius of 93.25 feet, a central angle of $47^{\circ}22'15''$ and a chord bearing and distance South $06^{\circ}48'18''$ West 74.92 feet, for an arc length of 77.10 feet to a $\frac{1}{2}$ inch iron rod, with cap, set for the **TERMINATION POINT** of said curve and the **BEGINNING POINT** of another curve to the right, concave Westerly.

THENCE: Along and around said curve to the right, in a Southwesterly direction, along the East line of this tract and the West line of said 4.4742 acres; said curve having a radius of 1950.00 feet, a central angle of $17^{\circ}11'10''$ and a chord bearing and distance of South $39^{\circ}05'00''$ West 582.72 feet, for an arc length of 584.91 feet to the **PLACE OF BEGINNING** and containing within these boundaries 7.5973 acres of land.

03/01/2007 THU 10:07 TX/RX NO 00071 0011

**NOTE: THIS COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE
AND OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.**

03/01/2007 THU 10:07 TX/RX NO 00071 0011

Mar-01-2007 07:17pm From: ACCESSCORPORATION

40000560745

T-071 P.012/016 F-207

EXHIBIT "A"
Tract II

FIELD NOTES of a 6.6960 acre tract of land situated in the Ritson Morris Survey.
Abstract 52, Harris County, Texas out of and a part of Lot 8 of the Savings and Loan Company Subdivision as recorded in Volume 3 at Page 71 of the Map Records of Harris County, Texas and out of and a part of that certain 0.803 of an acre tract of land conveyed by the Most Reverend Joseph A. Fiorenza to the City of Seabrook, Texas by Deed dated September 11, 2000 and recorded under County Clerk's File No. U675140 of the Official Public Records of Real Property of Harris County, Texas. Said Lot 8 being that same land conveyed by Joseph A. Fiorenza to JSK 2000 Family Partnership, LTD., by Deed dated January 21, 2003 and recorded under County Clerk's File No. W395578 of the Official Public Records of Real Property of Harris County, Texas. Said 6.6960 acres being more particularly described by the following metes and bounds, to-wit:

NOTE: BEARINGS ARE BASED ON PLAT BEARINGS AND FOUND MONUMENTS IN THE NORTH LINE OF THAT CERTAIN AMENDING PLAT OF LAKE COVE SUBDIVISION, SECTION THREE, AS RECORDED IN VOLUME 358 AT PAGE 149 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS AND IN THE SOUTH RIGHT-OF-WAY LINE OF WEST REPSDORPH ROAD (60 FEET WIDE RIGHT-OF-WAY). REFERENCE IS MADE TO THE PLAT OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

COMMENCING at a 1/4 inch iron rod, with cap, set on the North right-of-way line of West Repsdorph Road, 60 feet wide right of way, at the Southeast corner of said Lot 8 and the Southwest corner of Lot 9 of said Subdivision. Said point being the Southeast corner of a 3.0834 acre tract of land surveyed this date.

THENCE: North 07°13'39" West along the East line of said tract of 3.0834 acres, the East line of said Lot 8 and the West line of said Lot 9 and at 63.15 feet pass a 1/4 inch iron rod, with cap, set for the Northeast corner of said 3.0834 acres and the Southeast corner of a 4.4742 acre tract heretofore surveyed; in all, a total distance of 177.73 feet to a 1/4 inch iron rod, with cap, set for the Easternmost Northeast corner of said 4.4742 acres and the Southeast corner and **POINT OF BEGINNING** of this tract. Said point being in a curve to the right, concave Northeast.

THENCE: Along and around said curve to the right in a Northwesterly direction, along the South line of this tract and the Easternmost North line of said 4.4742 acres; said curve having a radius of 1750.00 feet, a central angle of 08°24'41" and a chord bearing and distance of North 62°49'49" West 256.68 feet, for an arc length of 256.91 feet to a 1/4 inch iron rod, with cap, set for the **TERMINATION POINT** of said curve.

NOTE: THIS COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

03/01/2007 THU 18:07 (TX/RX NO 68071 0012

Mar-01-2007 07:17pm Free-ACCESS CORPORATION

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T-071 P 010/010 F-207

EXHIBIT "A"
Tract II

PAGE 2 - 6.6960 ACRES.

THENCE: North $58^{\circ}37'29''$ West along the South line of this tract and the Easternmost North line of said 4.4742 acres for a distance of 199.82 feet to a $\frac{1}{4}$ inch iron rod, with cap, set for the **BEGINNING POINT** of a curve to the left, concave Southwesterly.

THENCE: Along and around said curve to the left in a Northwesterly direction, along the South line of this tract and the Easternmost North line of said 4.4742 acres; said curve having a radius of 1849.99 feet, a central angle of $05^{\circ}04'16''$ and a chord bearing and distance of North $61^{\circ}09'36''$ West 163.68 feet, for an arc length of 163.73 feet to a $\frac{1}{4}$ inch iron rod, with cap, set for the Southwest corner of this tract and the **TERMINATION POINT** of this curve and the **BEGINNING POINT** of another curve to the right, concave Northeasterly.

THENCE: Along and around said curve to the right in a Northwesterly direction, along the West line of this tract and the Easternmost North line of said 4.4742 acres; said curve having a radius of 206.21 feet, a central angle of $66^{\circ}40'35''$ and a chord bearing and distance of North $30^{\circ}21'32''$ West 226.65 feet, and at an arc length of 107.59 feet pass a $\frac{1}{4}$ inch iron rod, with cap, set in the East line of said 0.801 of an acre; in all, a total arc length of 239.97 feet to a $\frac{1}{4}$ inch iron rod, with cap, set for the **TERMINATION POINT** of this curve and the **BEGINNING POINT** of another curve to the left, concave Westerly.

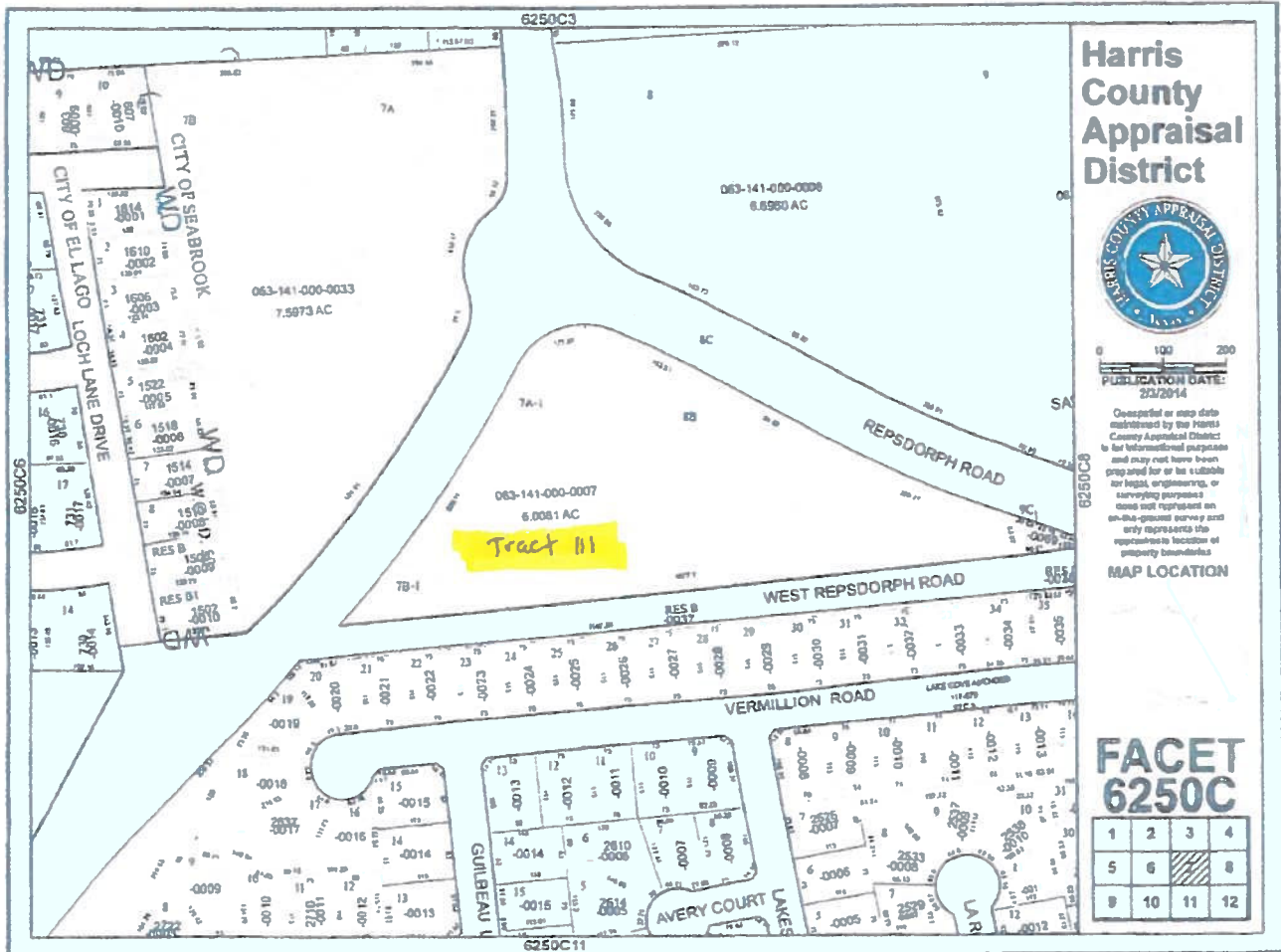
THENCE: Along and around said curve to the left, in a Northerly direction, along the West line of this tract and the East line of said 4.4742 acres; said curve having a radius of 2050.00 feet, a central angle of $04^{\circ}50'12''$ and a chord bearing and distance of North $00^{\circ}33'10''$ East 173.00 feet, and at an arc length of 173.84 feet pass a $\frac{1}{4}$ inch iron rod, with cap, set in the East line of said 0.805 of an acre; in all, a total arc length of 173.05 feet to a $\frac{1}{4}$ inch iron rod, with cap, set in the North line of said Lot 8 and the South line of that certain 40.92 acre tract of land conveyed by Theodore Des McColton, Jr., to Seabrook Venture II, by Deed dated March 1, 2000 and recorded under County Clerk's File No. U265748 of the Official Public Records of Real Property of Harris County, Texas. Said point being the Northwest corner of this tract and the Northeastmost Northeast corner of said 4.4742 acres.

THENCE: North $89^{\circ}49'15''$ East along the North line of this tract, the North line of said Lot 8 and the South line of said 40.92 acre tract for a distance of 570.12 feet to a $\frac{1}{4}$ inch iron rod found for the Northeast corner of this tract, the Northeast corner of said Lot 8 and the Northwest corner of said Lot 9.

THENCE: South $07^{\circ}13'59''$ East along the East line of this tract, the East line of said Lot 8 and the West line of said Lot 9 for a distance of 675.92 feet to the **PLACE OF BEGINNING** and containing within these boundaries 6.6960 acres of land.

NOTE: THIS COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

03/01/2007 THU 10:07 [TX/RX NO 00071 @013



Mar-01-2007 07:17pm Free-ACCESSCORPORATION

44988888795

T-071 P 014/010 F-357

EXHIBIT "A"
Tract III

FIELD NOTES of a 6.0081 acre tract of land situated in the Ritson Morris Survey, Abstract 52, Harris County, Texas out of and a part of Lot 8 of the Savings and Loan Company Subdivision as recorded in Volume 3 at Page 71 of the Map Records of Harris County, Texas; out of and a part of that certain 0.835 of an acre tract of land conveyed by the Most Reverend Joseph A. Fiorenza to the City of Seabrook, Texas by Deed dated September 11, 2000 and recorded under County Clerk's File No. U675140 of the Official Public Records of Real Property of Harris County, Texas; out of and a part of that certain 6.274 acre tract of land conveyed by Oasis Cafe, Inc. to JSK 2000 Family Partnership, LTD., by Deed dated January 14, 2003 and recorded under County Clerk's File No. W369355 of the Official Public Records of Real Property of Harris County, Texas; and out of and a part of that certain 6.274 acres conveyed by Zillion, Inc., to JSK 2000 Family Partnership, LTD., by Deed dated January 14, 2003 and recorded under County Clerk's File No. W369350 of the Official Public Records of Real Property of Harris County, Texas. Said Lot 8 being that same land conveyed by Joseph A. Fiorenza to JSK 2000 Family Partnership, LTD., by Deed dated January 21, 2003 and recorded under County Clerk's File No. W395578 of the Official Public Records of Real Property of Harris County, Texas. This 6.0081 acre tract of land is more particularly described by the following metes and bounds, to-wit:

NOTE: BEARINGS ARE BASED ON PLAT BEARINGS AND FOUND MONUMENTS IN THE NORTH LINE OF THAT CERTAIN AMENDING PLAT OF LAKE COVE SUBDIVISION, SECTION THREE, AS RECORDED IN VOLUME 358 AT PAGE 149 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS AND IN THE SOUTH RIGHT-OF-WAY LINE OF WEST REPSDORPH ROAD (60 FEET WIDE RIGHT-OF-WAY). REFERENCE IS MADE TO THE PLAT OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

BEGINNING at a 1/2 inch iron rod, with cap, set in the North right-of-way line of West Repsdorph Road, 60 feet wide right of way, at the Southeast corner of Lot 8 and the Southwest corner of Lot 9 of said Subdivision. Said point being the Southeast corner and POINT OF BEGINNING of this tract.

NOTE: THIS COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

03/01/2007 THU 15:07 ITX/RX NO 40071 0014

Mar-01-2007 07:18pm From-ACCESSCORPORATION

+4000000705

T-071 P 010/016 F-387

EXHIBIT "A"
Tract III

PAGE 2 - 6.0081 ACRES.

THENCE: South $87^{\circ}16'40''$ West along the South line of this tract, the South line of said Lot 8, the North right-of-way line of West Repsdrup Road, the South line of said 0.805 of an acre, the South line of said 6.274 acre tracts and the South line of said Lot 7, and at 570.48 feet pass a $\frac{1}{4}$ inch iron rod found for the Southeast corner of said 0.805 of an acre tract; at 611.13 feet pass a 1 inch iron pipe found for the Southwest corner of said 0.805 of an acre, the Southwest corner of said Lot 8, the Southeast corner of said Lot 7 and the Southeast corner of said 6.274 acres conveyed by Oasis Café, Inc.; at 920.14 feet pass a $\frac{1}{4}$ inch iron rod found for the Southwest corner of said 6.274 acres conveyed by Oasis Café, Inc. and the Southeast corner of said 6.274 acres conveyed by Zillion, Inc.; in all, a total distance of 1077.77 feet to a $\frac{1}{4}$ inch iron rod, with cap, set for the Southwest corner of this tract and the Westernmost Southeast corner of that certain 4.4742 acre tract heretofore surveyed. Said point being the BEGINNING POINT of a curve to the left, concave Northwestwardly.

THENCE: Along and around said curve to the left, in a Northeasterly direction, along the North line of this tract and the South line of said 4.4742 acres, said curve having a radius of 2030.00 feet, a central angle of $13^{\circ}38'40''$ and a chord bearing and distance of North $37^{\circ}26'50''$ East 498.87 feet, for an arc length of 500.11 feet to a $\frac{1}{4}$ inch iron rod, with cap, set for the TERMINATION POINT of said curve and the BEGINNING POINT of another curve to the right, concave Southerly. Said point being the Northwest corner of this tract.

THENCE: Along and around said curve to the right, in a Northeasterly direction, along the North line of this tract and the South line of said 4.4742 acres; said curve having a radius of 119.00 feet, a central angle of $85^{\circ}29'54''$ and a chord bearing and distance of North $73^{\circ}12'27''$ East 161.55 feet, and at an arc length of 127.44 feet pass a $\frac{1}{4}$ inch iron rod, with cap, set in the East line of said Lot 7, the East line of said 6.724 acres conveyed by Oasis Café, Inc., the West line of said Lot 8 and the West line of said 0.805 of an acre; at an arc length of 170.71 feet pass a $\frac{1}{4}$ inch iron rod, with cap, set in the East line of said 0.805 of an acre; in all, a total arc length of 177.57 feet to a $\frac{1}{4}$ inch iron rod, with cap, set for the TERMINATION POINT of said curve. Said point being the BEGINNING POINT of another curve to the right, concave Southwestwardly.

THENCE: Along and around said curve to the right, in a Southeasterly direction, along the North line of this tract and the South line of said 4.4742 acres; said curve having a radius of 1749.99 feet, a central angle of $05^{\circ}25'07''$ and a chord bearing and distance of South $61^{\circ}20'02''$ East 163.44 feet, for an arc length of 163.51 feet to a $\frac{1}{4}$ inch iron rod, with cap, set for the TERMINATION POINT of this curve.

NOTE: THIS COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE
AND OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

03/01/2007 THU 18:07 ITX/RX NO 88071 015

Mar-01-2007 07:10pm Frog-ACCESSCORPORATION

+4020000700

T-071 P.010/010 F-357

EXHIBIT "A"
Tract III

PAGE 3 - 6.0081 ACRES.

THENCE: South 58°37'29" East along the North line of this tract and the South line of said 4.4742 acres for a distance of 199.82 feet to a 1/4 inch iron rod, with cap, set for the **BEGINNING POINT** of a curve to the left, concave Northeasterly.

THENCE: Along and around said curve to the left in a Southeasterly direction, along the North line of this tract and the South line of said 4.4742 acres; said curve having a radius of 1850.00 feet, a central angle of 10°11'52" and a chord bearing and distance of South 63°43'25" East 328.84 feet, for an arc length of 329.27 feet, to a 1/4 inch iron rod, with cap, set in the East line of said Lot 8 and the West line of said Lot 9 for the Northeast corner of this tract and the Southeast corner of said 4.4742 acres.

THENCE: South 07°13'59" East along the East line of this tract, the East line of said Lot 8 and the West line of said Lot 9 for a distance of 63.07 feet to the **PLACE OF BEGINNING** and containing within these boundaries 6.0081 acres of land.

RECORDED IN THE PUBLIC RECORDS OF HARRIS COUNTY, TEXAS
BOOK 100, PAGE 100

JUN 28 2006



Laurel A. Kuyper
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED
2006 JUN 28 PM 1:02
Laurel A. Kuyper
COUNTY CLERK
HARRIS COUNTY, TEXAS

RECORDING INFORMATION:
At the time of recording, this instrument was filed in the Public Records of Harris County, Texas, in accordance with the provisions of the Texas Property Code, Chapter 61, Subchapter C, Section 61.054, which requires the recording of all instruments affecting real property in the public records of the county.

NOTE: THIS COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

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
19	OPEN/IN WORK	8/20/2013			City Manager			4.5	Coordinate and lead project to attempt to have Surf Oaks Drive dedicated to allow Precinct 2 to repave.	Consideration of approval on 6/17/14 agenda.
23	OPEN/IN WORK	12/3/2013			Mayor/ City Mgr.			5.1	Provide periodic updates on TxDOT's progress to improve/widen SH 146.	Met with TxDOT on 6/6.
25	OPEN/IN WORK	1/21/2014			Council			5.1	Appointments to Charter Review & Master Plan Review Commission in 07/14.	Reminder to Council to begin looking for candidates.
26	OPEN/IN WORK	1/21/2014			City Manager & TxDOT			4.3	Determine if Option 1 is enforceable concerning left hand turns on SH 146 and write a letter to TxDOT asking for assistance in funding.	Option 2 selected as Option 1 not enforceable. On 3/4/14 Ms. Cook reported that TxDOT did not like Option 2 (delineators) due to maintenance costs; TxDOT considering whether to install curbs to prevent left turns. As of 6/3/14, TxDOT has now decided to install delineators in July and will pay for them.

August 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2 5K Fun Run
3	4	5 City Council	6	7 Open Space	8	9
10	11	12 City Council	13	14 EDC	15 Midnite Slice/Seabrook Music Festival	16
17	18	19 City Council	20	21 P&Z	22	23 Outloud Productions Bike Ride
24	25	26	27	28	29	30
31						