

City of Freeport

NOTICE OF PUBLIC MEETING
THE FREEPORT CITY COUNCIL
TUESDAY, FEBRUARY 16TH, 2010, 6:00 P.M.
MUNICIPAL COURT ROOM
FREEPORT POLICE DEPARTMENT, 430 NORTH BRAZOSPORT BLVD.

AGENDA FORMAL SESSION

1. Call to order.
2. Invocation.
3. Pledge of Allegiance.
4. Consideration of approving the February 8th, 2009 Council Minutes.
Pg. 175-177
5. Attending citizens and their business.
6. **Public Hearing:** To consider designating the following described real property located within the corporate boundaries of the City as a reinvestment zone for the purpose of entering into an agreement with the owners or owners thereof granting a tax abatement agreement: Allan R. Lawson, 1721 N. Ave. U., Lots 22, 23, 24, 24A, Block 785, Velasco Townsite of the City of Freeport, Brazoria County, Texas according to the map or plat of said townsite on file in the Plat Records of said county. Pg. 178
7. Consideration of approving Ordinance No. 2010-2240 designating improvements to land located within the incorporated limits of said City as a reinvestment zone to be known as the Allan R. Lawson, reinvestment zone. Pg. 179-181
8. Consideration of approving Resolution No. 2010-2221 authorizing and executing a tax abatement agreement for Allan R. Lawson, 1721 N. Ave. U, Freeport, Texas. Pg. 182-196
9. Consideration of approving a request by the Texas Port Ministry, 1103 Cherry, for two (2) recreational vehicles to be on site for security and ministry purposes.
Pg. 197
10. Consideration of closing, abandoning, and selling that portion of Stratton Street right-of-way between Blocks 708 and 736 and between North Avenue F and Gulf Boulevard and directing the city attorney to prepare the documents.
Pg. 198-198-b

11. Consideration of approving Resolution No. 2010-2222 a special warranty deed conveying to Jessie Aguilar, Jr., the sale of Lots 20 and 21, Block 631 Velasco Townsite. Pg. 199-205
12. Consideration of the approving Resolution No. 2010-2223 granting a license to use a 8 x 20 feet area in the alley right of way on parts of Lots 2 and 3, Block 710 to Mark Storey, Dollar General Store for an air-condition pad. Pg. 206-214
13. Consideration of approving an agreement with TxDot to install signs at SH 288 at the intersection of Cherry Street and FM 1495 at the intersection of Fourth Street. Pg. 215-225-b
14. Consideration of approving a request from Alonzo Martinez member of the Fraternity of Eagles Aerie # 3111 to be allowed to conduct a Spring Turkey Shoot every Sunday from Noon to 4:00 p.m. beginning on March 7th thru May 30th, 2010. PG. 226
15. Consideration of approving a request from the Brazoria County Community Development Department to waive all permitting, building, and inspections fees for residential reconstruction on 607 N. Ave. B. and 1014 W. 10th Street. Pg. 227
16. Consideration of approving Ordinance No. 2010-2241 amending section 51.16 of the Code of Ordinances to increase the rates for water service furnished on or after March 1, 2010 to industrial facilities, offices and other commercial establishments. Pg. 228-229

Work Session:

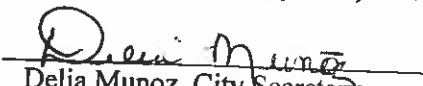
1. Update by Stoney Burke, City of Freeport BWA representative regarding erosion protection at 16" waterline Dow Barge Canal in Freeport, Texas. Pg. 230-234

Adjourn

NOTE: ITEMS NOT NECESSARY DISCUSSED IN THE ORDER THEY APPEAR ON THE AGENDA. THE COUNCIL, AT ITS DISCRETION, MAY TAKE ACTION ON ANY OR ALL OF THE ITEMS AS LISTED.

This notice is posted pursuant to the Texas Open Meeting Act. (Chapter 551, Government Code). In compliance with the American with Disabilities Act, the City of Freeport will provide for reasonable accommodations for persons attending City Council Meetings. Request should be received 48 hours to the meetings. Please contact the City Secretary office at 979-233-3526.

I, Delia Muñoz, City Secretary, for the City of Freeport, Texas certify that this agenda was posted on the official bulletin board/glass door of City Hall, facing the rear parking lot of the building, with 24 hours a day public access, 200 W. 2nd Street, Freeport, Texas, February 11th, 2009 at or before 5:00 a.m.


Delia Muñoz, City Secretary
City of Freeport, Texas

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of the City of Freeport, met on Monday, February 8th, 2010 at 6:00 p.m., at the Freeport Police Department, Municipal Court Room, 430 North Brazosport Boulevard, for the purpose of considering the following agenda items:

City Council:

Larry L. McDonald
Clan A. Cameron
James W. Phillips – absent
Ron Wise
Norma M. Garcia – absent

Staff:

Gilbert Arispe, Administrative Asst.
Wallace Shaw, City Attorney
Delia Munoz, City Secretary
Nat Hickey, Property Manager
Bob Welch, Finance Director
Tyrone R. Morrow, Chief of Police

Visitors:

Edna Allan	Jon B. Quick
Jim Pirrung	Dorothy Pirrung
Larry Shaefer	Judy Shaefer
Susie Wise	Rosa McDonald

Call to order.

Mayor McDonald called the meeting to order at 6:01 p.m.

Invocation.

City Attorney Wallace Shaw offered the invocation.

Pledge of Allegiance.

Mayor McDonald led the Pledge of Allegiance.

Consideration of approving the February 1st, 2010 Council Minutes.

On a motion by Councilman Cameron, seconded by Councilman Wise, with all present voting "aye", Council unanimously approved the February 1st, 2010 Council Minutes.

Attending citizens and their business.

There were none.

Consideration of approving Ordinance No. 2010-2238 amending the City of Freeport budget 2009-2010.

On a motion by Councilman Cameron, seconded by Councilman Wise, with all present voting "aye", Council unanimously approved Mr. Bob Welch's recommendations to approve Ordinance No. 2010-2238 amending the City of Freeport budget 2009-2010.

Consideration of approving Ordinance No. 2010-2239 the Economic Development Corporation budget for 2009-2010.

On a motion by Councilman Cameron, seconded by Councilman Wise, with all present voting "aye", Council unanimously approved Mr. Bob Welch's recommendations to approve Ordinance No. 2010-2239 the Economic Development Corporation budget for 2009-2010.

Consideration of the approving Resolution 2010-2220 the City Council of Freeport Texas, approving the Resolution of the Board of Directors of the City of Freeport Economic Development Corporation approving entering into a loan agreement with the First State Bank of Louise, Texas.

Councilman Wise questioned Revenues, Article III, Additional Parity Debt, and Section 4.13 Inspection Rights of the loan agreement.

On a motion by Councilman Cameron, seconded by Mayor McDonald, with all present voting "aye", Council unanimously approved Resolution 2010-2220 the City Council of Freeport, Texas approving the Resolution of the Board of Directors of the City of Freeport Economic Development Corporation approving entering into a loan agreement with the First State Bank of Louise, Texas.

Consideration of granting a license to use a 8 x 20 feet area in the alley right-of-way, on part of Lots 2 and 3, Block 710 to Mark Storey, Dollar General Store for an air-condition pad, and directing the City Attorney to prepare necessary the documents.

On a motion by Councilman Wise, seconded by Councilman Cameron, with all present voting "aye", Council unanimously approved granting a license to use a 8 x 20 feet area in the alley right-of-way, on part of Lots 2 and 3, Block 710 to Mark Storey, Dollar General Store for an air-condition pad, and directing the City Attorney to prepare necessary the documents.

Consideration of supporting Federal Funding for the Village of Surfside Beach Erosion Reconnaissance Study and authorizing the Mayor to sign a letter.

On a motion by Councilman Cameron, seconded by Councilman Wise, with all present voting "aye", Council approved supporting Federal Funding for the Village of Surfside Beach Erosion Reconnaissance Study and authorized the Mayor to sign the letter.

Adjourn

On a motion by Councilman Cameron, seconded by Councilman Wise, with all present voting "aye", the meeting adjourned at 6:33 p.m.

Delia Munoz
City Secretary

Larry L. McDonald
Mayor

NOTICE OF PUBLIC HEARING

The City Council of the City of Freeport, Texas, will hold a public hearing on Monday, the 16th day of February, 2010, beginning at 6:00, p.m., in the Police Department Municipal Courtroom located therein at 430 North Brazosport Boulevard, Freeport, Brazoria County, Texas, to consider designating the following described real property located within the corporate boundaries of the City as a reinvestment zone for the purpose of entering into an agreement with the owner or owners thereof granting a tax abatement:

Lots 22, 23, 24 and 24A, Block 785, Velasco Townsite of the City of Freeport, Brazoria County, Texas, according to the map or plat of said townsite on file in the Plat Records of said county, known locally as 1721 N. Ave. U, Freeport, TX 77541.

At the same hearing, the City Council will consider whether or not to enter into an agreement granting a tax abatement to the owner or owners of the above described property.

All interested persons will be given an opportunity to speak and present evidence for or against such designation and for and against such abatement.

By order of the City Council this 19th day of January, 2009.

Delia Munoz, City Secretary
City of Freeport, Texas

NOTE: This notice should be published in the Brazosport Facts ONE (1) time only at least seven (7) full days prior to the date of the public hearing. A copy of this notice, together with a copy of the proposed tax abatement agreement, should also be sent to the presiding officer of all other taxing units having jurisdiction over the above described property at least seven (7) full days prior to the date of the public hearing.

ORDINANCE NO. 2010-2240

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; CONTAINING FINDINGS OF FACT; DESIGNATING IMPROVEMENTS TO LAND LOCATED WITHIN THE INCORPORATED LIMITS OF SAID CITY AS A REINVESTMENT ZONE TO BE KNOWN AS THE ALLAN R. LAWSON REINVESTMENT ZONE AND PROVIDING FOR ITS INITIAL TERM AND THE RENEWAL THEREOF; CONTAINING SAVINGS CLAUSES; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City of Freeport, Texas, is a "Home Rule City" and a "Home Rule Municipality" lying and situated in Brazoria County, Texas, as described in and defined by Section 5, Article XI of the Constitution of Texas and Section 1.005 of the Local Government Code of Texas, respectively; and,

WHEREAS, Sections 51.072 and 54.004 of the Local Government Code, Subchapter B of Chapter 312 of the Property Tax Code and Sections 2.01, 2.02 and 9.18 of the Home Rule Charter of the City of Freeport authorize the City Council thereof to adopt the provisions of this Resolution; and,

WHEREAS, the City Council of the City of Freeport has determined and does here now declare that the adoption of this ordinance is necessary to the health, safety and general welfare of the inhabitants of said City.

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

First, the City Council of the City of Freeport, Texas, (herein after sometimes "the City") makes the following findings of fact:

(1) That on September 14, 2009, the City Council of the City, pursuant to Subchapter B of Chapter 312 of the Property Tax Code, adopted Resolution No. 2009-2207 establishing a tax abatement and reinvestment zone policy and adopting guidelines and criteria for the same.

(2) That pursuant to such guidelines and criteria, on January 8, 2010, ALLAN R. LAWSON (hereinafter sometimes "the Owner") filed a written application for a tax abatement for and the designation of a reinvestment zone consisting of improvements to the hereinafter described land for which the Owners are requesting a tax abatement.

(3) That the land on which the improvements for which the Owners seek to have designated as a reinvestment zone is within the corporate limits of the City.

(4) That the adoption of this ordinance designating such reinvestment zone was preceded by a public hearing at which all interested persons were given the opportunity to speak and present evidence for or against such designation.

(5) That written notice of such hearing was given to the presiding officer of each of the other taxing units having real property within such zone more than seven (7) days prior to the date of such hearing.

(6) That notice of such hearing was also published in a newspaper of general circulation within the City of Freeport, Texas, more than seven (7) days prior to the date of such hearing.

(7) That the improvements to be constructed on such land is a new residence which will add value to the tax roll of the City.

Second, the request of the Owners to have the improvements to Lot Lots 22, 23, 24 and 24A, Block 785, Velasco Townsite of the City of Freeport, Brazoria County, Texas, known locally as 1721 N. Ave. U, Freeport, Texas, designated as a reinvestment zone, as such zone is defined in Subchapter B of Chapter 312 of the Property Tax Code and in the guidelines and criteria adopted by the above mentioned resolution, is hereby approved and such improvements to such land are hereby designated as the Allan R. Lawson Reinvestment Zone.

Third, as provided in Subchapter B of Chapter 312 of the Property Tax Code, such designation shall last for an initial term of five (5) years from the date on which this ordinance is read, passed and adopted as indicated below; and such designation may be renewed, with the consent of the City Council of the City of Freeport, Texas, for successive periods up to five (5) additional years.

Fourth, this ordinance is cumulative of and in addition to all other ordinances of the City of Freeport, Texas, on the same subject and all such ordinances are hereby expressly saved from repeal.

Fifth, where this ordinance and the comprehensive zoning ordinance of the city conflict or overlap, the zoning ordinance shall prevail and where this ordinance and any other ordinance conflict or overlap, whichever imposes the more stringent regulations or penalties, as the case may be, shall prevail.

Sixth, nothing contained in this ordinance shall cause any rights heretofore vested to be altered, affected or impaired in any way and all such rights may be hereafter enforced as if this ordinance had not been adopted.

Seventh, in the event any section or provision of this ordinance is found to be unconstitutional, void or inoperative by the final judgment of a court of competent jurisdiction, such defective provision, if any, is hereby declared to be severable from the remaining sections and provisions of this ordinance and such remaining sections and provisions shall remain in full force and effect.

Eighth, this ordinance shall take effect and be in force from and after its passage and adoption.

READ, PASSED AND ADOPTED this _____ day of _____, 2010.

Larry McDonald, Sr., Mayor

City of Freeport, Texas

ATTEST:

Delia Muñoz, City Secretary
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Wallace Shaw

Wallace Shaw, City Attorney,
City of Freeport, Texas

RESOLUTION NO. 2010-2221

AN RESOLUTION OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; MAKING FINDINGS OF FACT; GRANTING A TAX ABATEMENT TO ALLAN R. LAWSON PURSUANT TO THE TERMS AND CONDITIONS OF AND AUTHORIZING THE MAYOR AND CITY SECRETARY TO EXECUTE AND ATTEST, RESPECTIVELY, A TAX ABATEMENT AGREEMENT WITH THE SAID ALLAN R. LAWSON; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THE ORIGINAL OF THIS RESOLUTION SHALL BE MAINTAINED BY THE CITY SECRETARY IN THE PERMANENT RECORDS THEREOF.

WHEREAS, the City of Freeport, Texas, hereinafter sometimes "the City," is a "Home Rule City" and a "Home Rule Municipality" lying and situated in Brazoria County, Texas, as described in and defined by Section 5, Article XI of the Constitution of Texas and Section 1.005 of the Local Government Code of Texas, respectively; and,

WHEREAS, Sections 51.072 and 54.004 of the Local Government Code, Subchapter B of Chapter 312 of the Property Tax Code and Sections 2.01, 2.02 and 9.18 of the Home Rule Charter of the City of Freeport authorize the City Council thereof to adopt the provisions of this Resolution; and,

WHEREAS, the City Council of the City of Freeport has determined to here now declare that the adoption of this resolution is necessary to the health, safety and general welfare of the inhabitants of the City and the economic development of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS:

First, the City Council of the City of Freeport (hereinafter sometimes "the City") makes the following findings of fact:

(1) That on September 14, 2009, by its Resolution No. 2009-2207, the City Council, pursuant to Subchapter B of Chapter 312 of the Property Tax Code, established a tax abatement and reinvestment zone policy and adopting guidelines and criteria for the City.

(2) That on January 8, 2010, pursuant to such guidelines and criteria ALLAN R. LAWSON (hereinafter sometimes "the Owner") filed a written application requesting a tax abatement for the following land owned by the Owner, to-wit: Lots 22, 23, 24 and 24A, Block 785, Velasco Townsite of the City of Freeport, Brazoria County, Texas, known locally as 1721 N. Ave. U, Freeport, Texas.

(3) That the land for which the Owner seeks a tax abatement is within the corporate limits of the City and in a reinvestment zone designated as such by Ordinance No.2010-_____.

(4) That more than seven (7) days prior to the adoption of this resolution written notice of the date and time of a public hearing to consider such application and of the intent of the City Council of the City to enter into a proposed tax abatement agreement and a copy thereof was sent to the presiding officer of all other taxing units having jurisdiction over such property.

(5) That notice of such hearing was also published in a newspaper having general circulation within the City was also published more than seven (7) days prior to the date of such hearing.

(6) That after conducting such hearing, the City Council finds that the granting of such tax abatement and entering into such agreement therefor the construction of a new residence which will add value to the tax roll of the City.

Second, the tax abatement requested by the above mentioned application is hereby granted pursuant to the terms and conditions of and the Mayor and City Secretary of the City are hereby authorized to execute and attest, respectively, a Tax Abatement Agreement with the Owner.

Third, if any section or provision of this resolution is found to be unconstitutional, void or inoperative by a court of competent jurisdiction, such section or provision, if any, is hereby declared to be severable from the remaining sections and provisions hereof which provisions shall remain in full force and effect.

Fourth, the original of this resolution, after execution and attestation, shall be maintained by the City Secretary in the permanent records of the City.

READ, PASSED AND ADOPTED this _____ day of _____, 2010.

Larry McDonald, Sr., Mayor,
City of Freeport, Texas

ATTEST:

Delia Muñoz, City Secretary
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Wallace Shaw

Wallace Shaw, City Attorney,
City of Freeport, Texas

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TAX ABATEMENT AGREEMENT

This Tax Abatement Agreement (this "Agreement") is made by and between the City of Freeport, Texas a municipal corporation and home-rule city (the "City"), and ALLAN R. LAWSON, (the "Owner"), an individual residing in Freeport, Texas, who receive mail at P.O. Box 2044, Freeport, TX 77542 and who is the owner of the real property located within the Zone (as defined below).

W I T N E S S E T H:

WHEREAS, the construction of new/modernization of existing residences within the City is paramount to the City's continued economic development; and

WHEREAS, the Owner desires to construct a dwelling costing in excess of \$5,000.00 to be used for the Owner's personal residence; and

WHEREAS, the Owner has filed a written request for tax abatement, dated as of January 8, 2010, in accordance with the City's Resolution No. 2009-2207, (hereinafter "the Resolution") which establishes the property tax abatement program for the City of Freeport in designated reinvestment zones; and

WHEREAS, it is reasonably likely that this Agreement will attract major investment in the Zone that would be of benefit to property within the Zone and that would contribute to the economic development of the City; and

WHEREAS, the City Council has determined that the Improvements are practical and are of benefit to the land within the Zone and to the City; and

WHEREAS, City Council finds that there will be no substantial potential adverse effect on the provision of City services or on the tax base caused by this Agreement; and

WHEREAS, the Owner has represented that the facility will be designed and constructed to meet all applicable federal, state, and local environmental degradation of hazard; and

WHEREAS, the City Council finds that the planned use of the Improvements, when constructed and operated in accordance with applicable environmental standards, will not constitute a hazard to public health, safety, or morals; and

WHEREAS, City Council finds that the terms of this Agreement meet the applicable requirements of the Resolution and The Texas Tax Code; and

NOW THEREFORE,, the parties hereto, for and in consideration of the premises and mutual promises stated herein, agree as follows;

1. Definitions

The following terms shall have the meanings assigned below, unless otherwise defined or the context clearly requires otherwise.

"Abatement Period" means that period which commences on the first day of the Effective Date of Abatement and ends three (3) years thereafter.

"BCAD" means the Brazoria County Appraisal District.

"City" means the City of Freeport, Texas.

"City Manager" means the City Manager of the City.

"Effective Date of Abatement" means the January 1, 2010.

"Eligible Property" means the new residential structure which expands the local tax base as that term is defined in the Guidelines and Criteria for Tax Abatement in the City of Freeport attached to and adopted by the Resolution.

"Improvements" means the improvements to the property, more fully described in Section 5 below constituting the Project.

"Ordinance" means City of Freeport Ordinance Number 2010-_____, which created the Zone.

"Owner" means ALLEN R. LAWSON.

"Project" means the improvements to be constructed by the Owner on the Real Property as more fully described in Section 5(c) below.

"Property" means the real property to be improved, as more fully described in Section 3(a) below.

"Resolution" means City of Freeport Resolution 2009-2207 adopted September 14, 2009, establishing the property tax abatement program for the City in designated reinvestment zones, for which an abatement is being granted.

"Tax Code" means the Texas Property Tax Code, as amended.

"Zone" means the ALLAN R. LAWSON Reinvestment Zone, which is more particularly described in the Ordinance.

2. Authorization

This Agreement is authorized by Resolution which established the property tax abatement program for properties in designated reinvestment zones and by the Ordinance.

3. Property

(a) The Street Address of the taxable real property to be improved under this Agreement is 1721 N. Ave. U, Freeport, Texas, being Lots 22, 23, 24 and 24A, Block 785, Velasco Townsite of the City of Freeport, Brazoria County, Texas.

(b) The BCAD tax account number of the Property is 8110-3943-000.

4. Representations and Warranties by the Owner

(a) The Owner represents and warrants (1) the Owner owns the Property and that the Property is located within the boundaries of the Zone; (2) the Owner is authorized to execute this Agreement and to complete the Improvements described in Section 5 hereof and in the project description marked Exhibit "B" and attached hereto; (3) that as of January 1, 2009, the Property had an approximate appraised value of \$61,350.00; (4) the construction of the Improvements described in Exhibit "A" began after January 1, 2009, and that construction of the Improvements were completed as of the effective date of this Agreement; (5) the construction of the Improvements shall be completed as described in Exhibit "A", all for the purpose of constructing the dwelling therein described; and (6) The total size of the Property is approximately 0.3214 acres.

(b) The Owner represents and warrants that the value of the Property will increase by at least \$180,000.00 upon completion of the Improvements.

(c) The Owner represents and warrants that the Improvements will not solely or primarily have the purpose of transferring employment from one part of the City to another.

(d) The Owner represents and warrants that it will construct and operate the Project described in Exhibit "A" attached hereto and incorporated herein by this reference.

(e) The Owner represents and warrants that the Improvements will be designed, constructed, and operated in accordance with all applicable federal, state, and local environmental regulations, and that the construction and operation of the Improvements will not cause environmental degradation or hazard to the Property or the environs of the City.

5. Terms of the Agreement

(a) The Owner shall make the Improvements substantially in conformity with the descriptions, plans and specifications as described in Exhibit "A".

(b) The Improvements shall be completed in accordance with the provisions of Exhibit "B" and the City's Building and other Standard Codes and shall conform to the City's Zoning Ordinance. In case of any conflict, the Building or Standard Code, or Zoning Ordinance as the case may be, shall prevail. In addition, the Owner shall comply with City's Subdivision Ordinance, if applicable.

(c) Upon completion of the Improvements, the Owner shall use the Property for the proposed use specified in this paragraph during the Abatement Period specified in Section 6 hereof. However, the City Council may approve a change from the proposed use in writing, if the City Council determines that the change is consistent with the guidelines adopted by the Resolution and with the City's general purpose of encouraging development or redevelopment of the Zone during the Abatement Period specified in Section 6 hereof. The proposed use of the Property (unless and until the City Council approves a change in use) is for a private dwelling, pursuant to and to the extent described in Exhibit "A" attached hereto and incorporated herein.

(d) The Owner shall allow the City's employees access to the Property for the purpose of inspecting the Improvements to ensure that the Improvements were completed and are being maintained in accordance with the terms of this Agreement. All inspections will be made only after giving the Owner notice at least twenty-four (24) hours in advance thereof, and will be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the Project. All inspections will be made with one (1) or more representatives of the Owner and in accordance with the owner's safety and security standards, but this shall not act as a limitation on the City's ability to perform any inspection or enter the affected property pursuant to the Code of Ordinances, the Building or other Standard Code or otherwise.

(e) The Owner shall maintain the Improvements in good repair and condition during the Abatement Period specified in Section 6 hereof.

(f) The Owner shall provide the City's employees access to all records requested and necessary for the purpose of conducting an audit of the Project. Any such audit shall be made only after giving the Owner notice at least seven (7) days in advance thereof, and will be conducted in such a manner as to not unreasonably interfere with the operation of the Project.

(g) The Owner shall not assign this Agreement without the written approval of the City Council. In addition, any such assignment must be approved by City Council.

6. Tax Abatement

(a) Abatement on the Improvements specifically listed in Exhibit "A" shall be permitted only for the value of new "eligible property" constructed or added after January 1, 2009, subject to the limitation stated in subsection 5(c) above. In addition, this exemption from taxation is specifically subject to the rights of the holders of outstanding bonds of the City. The portion of the value of new eligible Improvements subject to the abatement shall be 100% for three (3) years. If the construction period extends beyond three (3) years from the Effective Date of Abatement, the Improvements shall be considered completed for purposes of abatement and, in no case, shall the Abatement Period exceed three (3) years from the Effective Date of Abatement.

(b) From the Effective Date of Abatement to the end of the Abatement Period, taxes shall be payable as follows:

1. The value of (i) the property on which the project is located without regard to any improvements thereon and (ii) any tangible personal property not attached to the land And for which an abatement has not been specifically granted shall be fully taxable;

2. The base year value of any improvements on the property which are not eligible improvements shall be fully taxable;

3. The additional value of the eligible improvements constructed after January 1, 2009, but before the effective date of this Agreement, shall be taxable in accordance with Section 6(a) of this Agreement.

(c) The City shall enter into only one tax abatement agreement for the Project described in Exhibit "A" of this Agreement during the existence of the Allan R. Lawson Reinvestment Zone.

7. Default and Recapture

(a) This Agreement shall terminate in the event that the use and operation of the facility for the purpose specified in Section 5(c)above is discontinued, for any reason excepting fire, explosion, other casualty or accident, or natural disaster, continuously for a period in excess of twelve (12) month during the Abatement Period. The Owner shall not be entitled to the abatement of taxes for that twelve month period during which the facility was not used and operated for such purpose. The taxes abated during that twelve month period shall become immediately due and payable, and shall be paid to the City within sixty (60) days from the date of termination of this Agreement.

(b) The Owner shall be in default hereof in the event that the Owner:

1. allows ad valorem taxes owed the City to become delinquent and fails to timely and properly follow the legal procedures for their protect and/or contest; or
2. has made any material representation which is determined to be false or misleading in any respect; or
3. is in breach of any material warranty and fails to cure within 60 days from the date notice is provided thereof as described below (the "Cure Period"); or
4. violates any of the terms and conditions of this Agreement and fails to cure during the Cure Period.

(c) Should the City Council determine that the Owner is in default according to the terms and conditions of this Agreement, the City Manager shall notify the Owner in writing at the address stated in this Agreement, and if such default is not cured during the Cure period, then this Agreement may be terminated as to all parties and all taxes previously abated by virtue of this Agreement, shall be recaptured, and paid by the Owner within sixty (60) days of the termination.

8. Administration

(a) For purposes of this Agreement, the value of the real and personal Property comprising the Zone, including the value of the Improvements listed in Exhibit "A" hereof, shall be the same as the value of the Improvements determined annually by the chief appraiser of BCAD. Each year, the Owner shall furnish the City with such information as may be necessary for calculating the amount of abatement. Once the value of the Improvements has been established and the amount of the abatement calculated, the chief appraiser of the BCAD shall notify the affected jurisdictions that levy taxes of the amount of assessment.

(b) Upon the completion of construction of the Improvements, the City Manager shall annually evaluate each facility receiving abatement to ensure compliance with this Agreement and prepare a report of any violations of this Agreement.

9. Compliance with State and Local Regulations

Except as specifically provided herein, nothing in this Agreement shall be construed to alter or affect the obligation of the Owner to comply with any ordinance, rule or regulation of the City, or the laws and regulations of the State of Texas and the United States.

10. Merger

The parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

11. Notice

All notices shall be in writing and unless hand delivered, shall be sent by U.S. Mail certified, return receipt requested. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following address:

To the Owner

P.O. Box 2044nding Court
Freeport, TX 77542

To the City

If mailed or personally delivered:

City Manager
200 West Second Street
Freeport, TX 77541

Each party may designate a different address by giving the other party written notice ten (10) days in advance of such designation.

12. Effective Date

If approved by the Mayor and City Council, the Effective Date of this Agreement shall be the Effective Date of Abatement as defined in Section 1 hereof.

This agreement has been executed by the parties in multiple originals, each having full force and effect.

Allan R. Lawson, Owner

THE CITY OF FREEPORT, TEXAS

BY _____
Its Mayor

ATTEST:

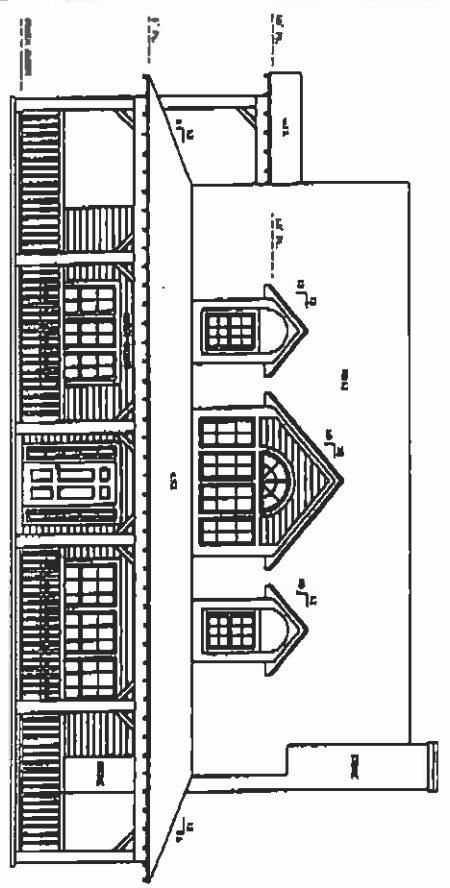
Its City Secretary

APPROVED AS TO FORM



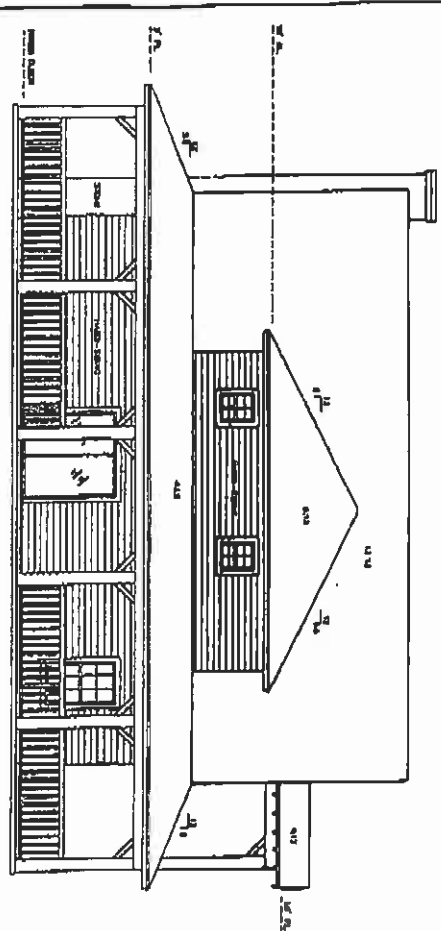
Its City Attorney

C:\Freeport.Abt\Lawson-AR-TxAbt-Agr



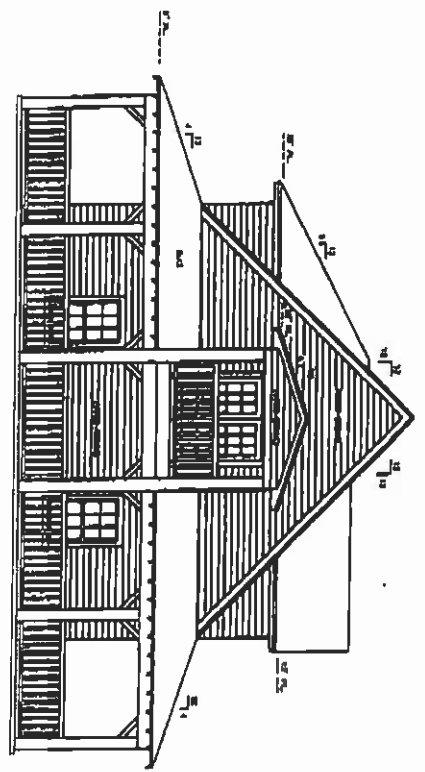
FRONT ELEVATION

SCALE 1/4" = 1'-0"



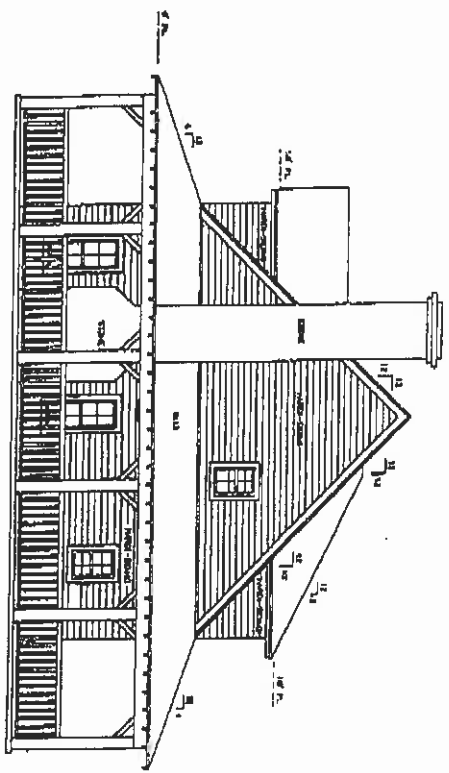
REAR ELEVATION

SCALE 1/4" = 1'-0"



LEFT ELEVATION

SCALE 1/4" = 1'-0"



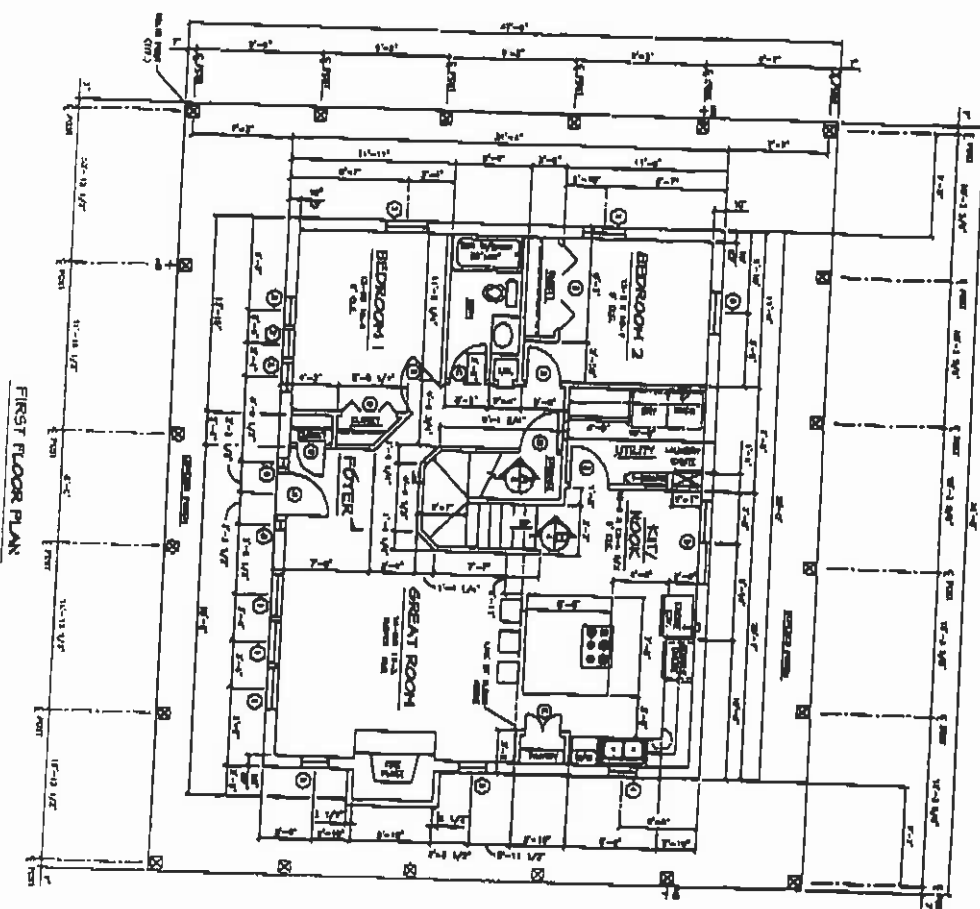
RIGHT ELEVATION

SCALE 1/4" = 1'-0"

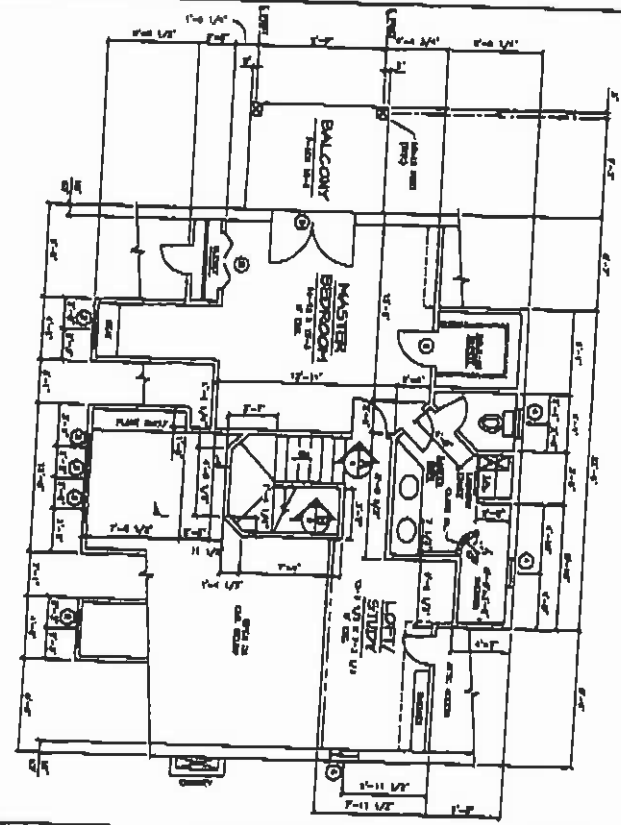
LAWSON RESIDENCE
EXTERIOR ELEVATIONS



NO.	DATE	BY	CHK.	APP.	REVISION
1	8/31/08	A			FOR REVIEW
2					
3					
4					
5					



FIRST FLOOR PLAN



SECOND FLOOR PLAN

NO.	QTY	DESCRIPTION	REMARKS
1	1	CONCRETE FOUNDATION	
2	1	FOUNDATION WALL	
3	1	FOUNDATION SLAB	
4	1	FOUNDATION	
5	1	FOUNDATION	
6	1	FOUNDATION	
7	1	FOUNDATION	
8	1	FOUNDATION	
9	1	FOUNDATION	
10	1	FOUNDATION	

NO.	QTY	DESCRIPTION	REMARKS
1	1	FOUNDATION	
2	1	FOUNDATION	
3	1	FOUNDATION	
4	1	FOUNDATION	
5	1	FOUNDATION	
6	1	FOUNDATION	
7	1	FOUNDATION	
8	1	FOUNDATION	
9	1	FOUNDATION	
10	1	FOUNDATION	

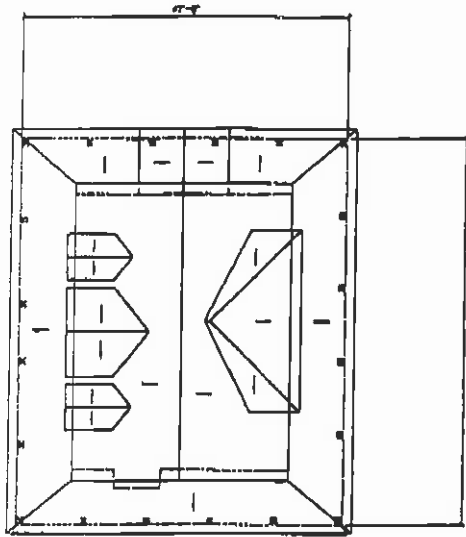
SQUARE FOOTAGE
 TOTAL 1,200
 NET AREA 1,100
 GROSS AREA 1,300
 FINISHED AREA 1,150

CONSTRUCTION NOTES
 1. FLOOR JOIST SPACING 16" O.C.
 2. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
 3. FINISH FLOOR TO BE 3/4" TYPICAL.
 4. DO NOT REMOVE OR ALTER ANY DIMENSIONS.
 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE BOOK AND THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND ELECTRICAL CODES.
 6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE AND THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND ELECTRICAL CODES.
 7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE AND THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND ELECTRICAL CODES.
 8. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE AND THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND ELECTRICAL CODES.
 9. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE AND THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND ELECTRICAL CODES.
 10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE AND THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND ELECTRICAL CODES.

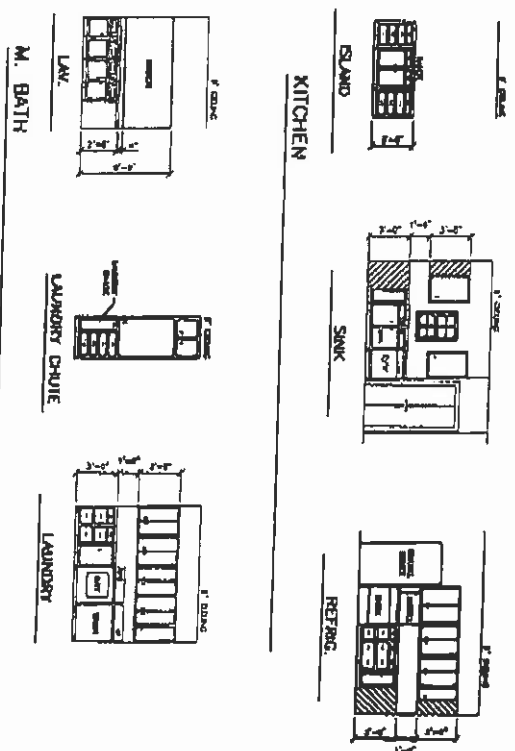
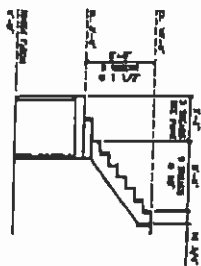
2 LAWSON RESIDENCE FLOOR PLANS

NO.	REV.	DATE	BY	CHKD.
1	A	11/2/00	J. GALVAN	J. GALVAN
2	A	11/2/00	J. GALVAN	J. GALVAN

PG. 73



NOTE:
 1. ALL ROOF SLOPES TO BE 12:12 UNLESS NOTED OTHERWISE.
 2. ALL ROOF SLOPES TO BE 12:12 UNLESS NOTED OTHERWISE.
 3. ALL ROOF SLOPES TO BE 12:12 UNLESS NOTED OTHERWISE.
 4. ALL ROOF SLOPES TO BE 12:12 UNLESS NOTED OTHERWISE.
 5. ALL ROOF SLOPES TO BE 12:12 UNLESS NOTED OTHERWISE.



INTERIOR ELEVATIONS
SCALE: 1/4" = 1'-0"

4	LAWSON RESIDENCE ROOF PLAN & INT. ELEVS.		DATE: 5/21/00	REV: A	DATE: 11/2/00	BY: FOR REVIEW
			SCALE: 1/4" = 1'-0"	PROJECT: A	DATE: Pg. 75	DATE: Pg. 196



1103 Cherry Street
Freeport, Texas 77541 USA
www.texasportministry.org
979-233-5641
979-233-0521 Fax

January 14, 2010

**Jeff Pynes
City Manager
City of Freeport
200 West Second Street
Freeport, Texas 77541**

Dear Mr. Pynes:

For many years now, the City of Freeport has annually approved and issued a Recreational Vehicle Permit for Texas Port Ministry (formerly known as the Seaman's Center) at 1103 Cherry Street in Freeport. I submit to you our request to renew our Recreational Vehicle Permit. By granting this permit, we will be able to continue to invite people to come and help us do the work of our ministry as well as provide onsite security.

Thank you for your consideration.

Sincerely yours,

A handwritten signature in blue ink that reads "Bobby Fuller". The signature is written in a cursive, flowing style.

**Bobby Fuller, Director
Texas Port Ministry**



PROPERTY MANAGEMENT

January 11, 2010

Jeff Pynes
Chief Executive Officer
City Manager

Larry McDonald
Mayor

Clan Cameron
Councilmember
Ward A

Jim Phillips
Councilmember
Ward B

Ron Wise
Councilmember
Ward C

Norma Moreno Garcia
Councilmember/
Mayor Pro Tem
Ward D

Melissa Farmer
Planning Commission

re: Stratton Street ROW closure

Please place the following item on the January 26, 2010, Planning Commission agenda:

Discuss / consider closing, abandoning, and selling that portion of Stratton Street rights-of-way between blocks 708 and 736, and between North Avenue F and Gulf Boulevard.

A request has been received to purchase that portion of the un-opened rights-of-way adjacent to lot 13, block 736.

Property owners of lots 1 and 24, block 708 and lot 12, block 736 have been contacted inquiring whether or not they would be interested in purchasing the remaining portion of that rights-of-way adjacent to their property. Two of the three remaining property owners are interest in purchasing. We are awaiting reply from the third owner.

If approved by Planning, an appraisal of the property will be ordered and provided to Planning Commission for their recommendation to City Council.

Copy of plat showing property location attached.

N C Hickey
Proprty Manager

attahc

/s

Stratton st closure



www.freeport.tx.us





PROPERTY MANAGEMENT

January 11, 2010

Jeff Pynes
Chief Executive Officer
City Manager

Larry McDonald
Mayor

Clan Cameron
Councilmember
Ward A

Jim Phillips
Councilmember
Ward B

Ron Wise
Councilmember
Ward C

Norma Moreno Garcia
Councilmember/
Mayor Pro Tem
Ward D

Melissa Farmer
Planning Commission

re: Stratton Street ROW closure

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If approved by Planning, an appraisal of the property will be ordered and provided to Planning Commission for their recommendation to City Council.

Copy of plat showing property location attached.


N C Hickey
Property Manager

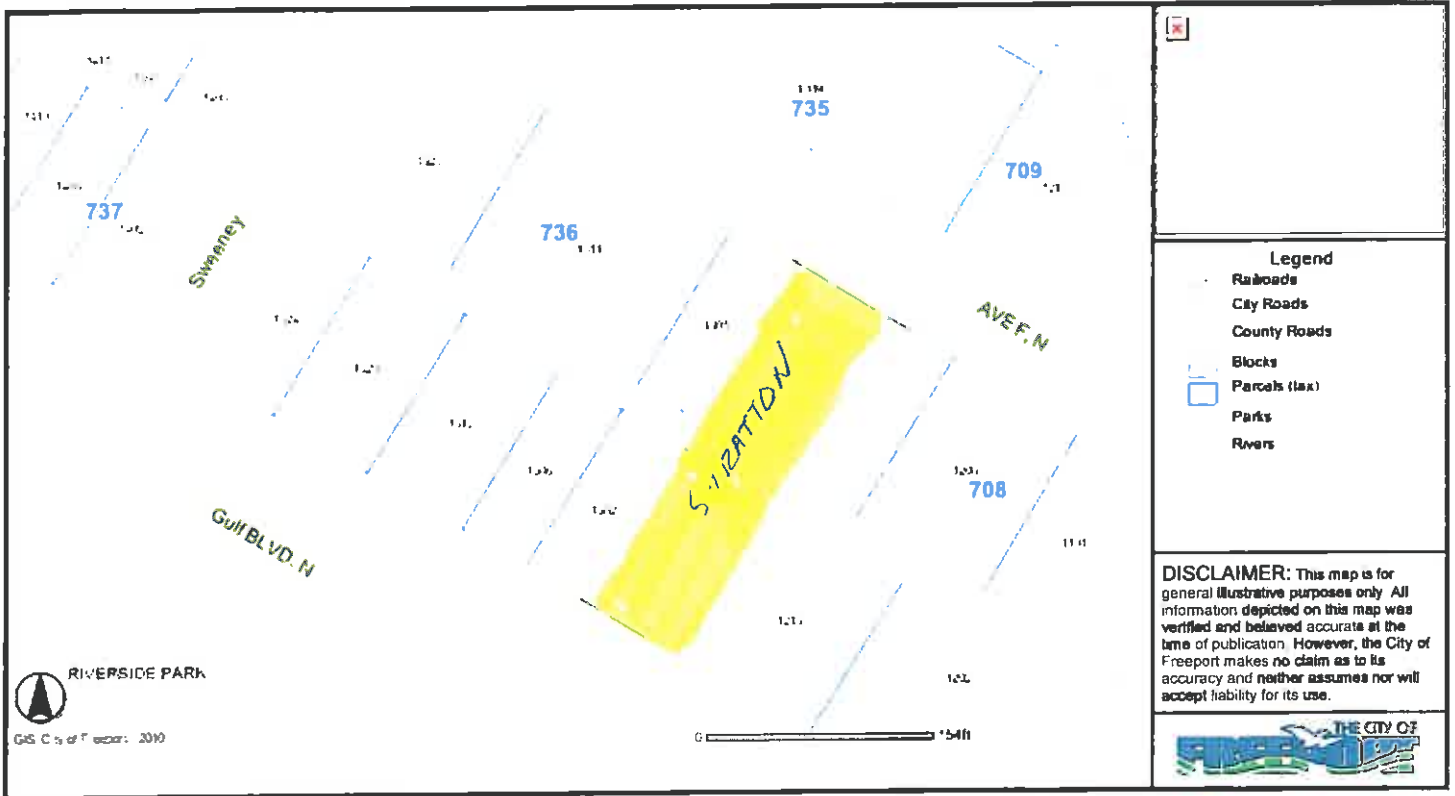
attahc

/s

Stratton st closure



Stratton St ROW - Block 708 & 736





PROPERTY MANAGEMENT

January 25, 2010

Jeff Pynes
Chief Executive Officer
City Manager

Larry McDonald
Mayor

Clan Cameron
Councilmember
Ward A

Jeff Pynes
City Manager

Jim Phillips
Councilmember
Ward B

Ron Wise
Councilmember
Ward C

Norma Moreno Garcia
Councilmember/
Mayor Pro Tem
Ward D

re: Sale of Lot 20 & 21, Block 631, Velasco Townsite
to Jesse Aguilar, Jr.
Tax ID 8110-2289-000

Please place the following item on the February 16th, 2009, City Council agenda:

Discuss / consider the sale of lots 20 and 21, block 631,
Velasco Townsite, and authorize the Mayor and City
Secretary to sign Resolution No. R2010-~~2220~~ and
General Warranty Deed for same. ~~2220~~ 2222

The sale of this property was authorized by the City Council at their regular meeting of
December 31, 2009, agenda item #9.

Attached are copies of Resolution R2010-~~2229~~ and genral warranty deed. ~~2229~~ 2222

N C Hickey
Property

attach

/s



RESOLUTION NO. 2010-2222

A RESOLUTION OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; MAKING FINDINGS OF FACT; ACCEPTING THE BID OF AND AUTHORIZING THE MAYOR AND CITY SECRETARY TO EXECUTE AND ATTEST, RESPECTIVELY, AND THE MAYOR TO ACKNOWLEDGE AND DELIVER TO JESSE AGUILAR, JR., A SPECIAL WARRANTY DEED CONVEYING TO THE SAID JESSE AGUILAR, JR., HE BEING THE SUCCESSFUL BIDDER THEREFOR; CONTAINING A SEVERANCE CLAUSE; PROVIDING THAT THIS RESOLUTION SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION; AND PROVIDING THAT THE ORIGINAL OF THIS RESOLUTION SHALL BE MAINTAINED BY THE CITY SECRETARY IN THE PERMANENT RECORDS OF SAID CITY.

WHEREAS, the City of Freeport, Texas, ("the City") is a "Home Rule City" and a "Home Rule Municipality" lying and situated in Brazoria County, Texas, as described in and defined by Section 5, Article XI of the Constitution of Texas and Section 1.005 of the Local Government Code of Texas, respectively; and,

WHEREAS, Section 2.01 of the Home Rule Charter of the City authorizes it to sell any real property owned by the City; and,

WHEREAS, Subsection (a) of Section 272.001 requires that before a municipality may sell any land or exchange it for other land, notice to the general public, including a description of the land and its location and the procedure by which sealed bids to purchase such land or offers to exchange such land may be submitted, must be published on two separate dates in a newspaper, if any, of general circulation published in the county in which such land is located and that such sale or exchange cannot be made until after the 14th day after the date of the second publication; and,

WHEREAS, the City obtained an appraisal of the fair market value of the hereinafter described land owned by the City from Joseph A. Fischer, a certified appraiser, such appraisal being \$6,000.00; and,

WHEREAS, the City Council of the City, having determined to sell such land, did cause public notice thereof to be published twice in the Brazosport Facts, a newspaper of general circulation in Brazoria County, Texas, where such land is located, to-wit, on the 27th day of October, 2009, and the 3rd day of November, 2009; and,

WHEREAS, the highest and best bid therefor was the one received from JESSE AGUILAR, JR., for \$6,536.00, which was received within the time specified in such notice;

WHEREAS, the City Council of the City has determined and does here now declare that accepting such bid will be in the best interest of the inhabitants of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS:

First, the City Council of the City of Freeport, Texas, finds that the fact recited in the preamble hereof are true.

Second, the City Council of the City hereby accepts the bid of the said Jesse Aguilar, Jr., therefor and authorizes the Mayor and City Secretary thereof to execute and attest, respectively, and the Mayor to acknowledge and deliver to Jesse Aguilar, Jr., a Special Warranty Deed to the following described real property owned by the City, upon the receipt by the City's Director of Finance from the said corporation of funds equal to the amount specified in such bid, to-wit:

Lots 20 & 21, Block 631, Velasco Townsite of the
City of Freeport, Brazoria County, Texas.

Third, in the event any section or provision of this resolution is found to be unconstitutional, void or inoperative by the final judgment of a court of competent jurisdiction, such defective provision, if any, is hereby declared to be severable from the remaining sections and provisions of this ordinance and such remaining sections and provisions shall remain in full force and effect.

Fourth, this resolution shall take effect and be in force from and after its passage and adoption.

Fifth, the original of this resolution, after execution and attestation, shall be maintained by the City Secretary in the permanent records of the City.

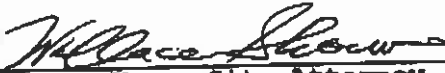
READ, PASSED AND ADOPTED this _____ day of _____, 2010.

Larry McDonald, Sr., Mayor,
City of Freeport, Texas

ATTEST:

Delia Muñoz, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:



Wallace Shaw, City Attorney,
City of Freeport, Texas

C:\Freeport.Sal\Block631-Sale-Rsl

THE STATE OF TEXAS X

COUNTY OF BRAZORIA X KNOW ALL MEN BY THESE PRESENTS:

SPECIAL WARRANTY DEED

That the CITY OF FREEPORT, a municipal corporation located in Brazoria County, Texas, hereinafter called GRANTOR, for the valuable consideration hereinafter specified, have GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY unto JESSE AGUILAR, JR., of Brazoria County, Texas, hereinafter called GRANTEE, the following described real property lying and situated in the County of Brazoria and State of Texas, to-wit:

Lots 20 & 21, Block 631, Velasco Townsite of the City of Freeport, Brazoria County, Texas, according to the map or plat of said townsite recorded in the Office of the County Clerk of said county.

This conveyance is made and accepted subject to any and all valid and subsisting easements, restrictions, rights-of-way, conditions, exceptions, covenants and other encumbrances properly of record affecting the title to the above described property, including but not being limited to any mineral reservations and conveyances; and all visible and apparent easements, including but not being limited to any existing utility lines.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns, forever.

Grantor does hereby bind itself, its successors and assigns, to Warrant and Forever Defend all and singular the said premises unto Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through and under Grantor but not otherwise.

Notwithstanding any provision herein to the contrary, Grantor makes no warranty of any nature or kind, whether statutory, express or implied, with respect to the physical condition of the above-described property and any improvements thereon, and by the acceptance of this deed, Grantee accepts such property and any improvements thereon "AS IS", "WHERE IS", "WITH ALL FAULTS" and without any representations or warranties by Grantor (except the warranty of title expressly set forth above).

GRANTEE ACKNOWLEDGES THAT THE GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES (OTHER THAN WARRANTY OF TITLE AS PROVIDED ABOVE), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY BEING CONVEYED, INCLUDING WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED THEREFROM, (C) THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY SUCH PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS, OR ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS OF SUCH PROPERTY FOR A PARTICULAR PURPOSE, (F) THE MANNER OR QUALITY OF CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO SUCH PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF SUCH PROPERTY, (H) ANY OTHER MATTER WITH RESPECT TO SUCH PROPERTY, AND SPECIFICALLY, THAT THE CITY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, OR THE DISPOSAL OR EXISTENCE IN OR ON SUCH PROPERTY OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER.

GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT SUCH PROPERTY, GRANTEE IS RELYING SOLELY ON THE GRANTEE'S OWN INVESTIGATION OF SUCH PROPERTY, AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR.

GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF THE GRANTOR WITH RESPECT TO SUCH PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT THE GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OF COMPLETENESS OF SUCH INFORMATION.

THE GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO SUCH PROPERTY OR THE OPERATION THEREOF FURNISHED BY ANY REAL ESTATE BROKER, OR ANY AGENT, EMPLOYEE OR SERVANT OF THE GRANTOR OR OTHER PERSON.

THE GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF SUCH PROPERTY AS PROVIDED FOR THEREIN IS MADE ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" CONDITION AND BASIS.

The consideration for this conveyance is the following:

First, the sum of Ten and no/100 (\$10.00) Dollars and other good and valuable consideration to Grantor cash in hand paid by Grantee, the receipt of which is hereby acknowledged.

Second, the assumption by Grantee of all taxes, if any, assessed for the 2010 tax year.

THE CITY OF FREEPORT, TEXAS, Grantor

By _____
Larry McDonald, Sr., Mayor

ATTEST: _____
Delia Munoz, City Secretary

THE STATE OF TEXAS X

COUNTY OF BRAZORIA X

This instrument was acknowledged before me on the _____ day of _____, 2010, by LARRY McDONALD, Sr., as MAYOR of the CITY OF FREEPORT, TEXAS.

Notary Public, State of Texas

MAILING ADDRESS OF GRANTEE:
1230 West Broad St.
Freeport, TX 77541

AFTER RECORDING, RETURN TO
Jesse Aguilar, Jr.
1230 West Broad St.
Freeport, TX 77541

1/ella

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A MICRO-FINISH SIGNATURE LINE. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.



OFFICIAL CHECK

NO. 446145

1001 FM 2004 • LAKE JACKSON, TX 77566-4012
PHONE 979.297.1154 • 800.839.1154

64-305
611

ISSUED BY: MONEYGRAM PAYMENT SYSTEMS, INC.
P.O. BOX 9476, MINNEAPOLIS, MN 55480
DRAWEE: WACHOVIA BANK, N.A.
BUFORD, GA

24605 / M 94731-Q

DATE AMOUNT

THOUSAND AND HUNDRED DOLLARS AND NO/100 CENTS

PAY
TO THE ORDER OF
CITY OF FREEPORT
THE STATE OF TEXAS
OF

COPY

COPY

DRAWER: TEXAS DOW EMPLOYEES CREDIT UNION

Lucy Marty
AUTHORIZED SIGNATURE

THIS IS A TEXAS DOW EMPLOYEES CREDIT UNION OFFICIAL TELLERS CHECK. TEXAS DOW EMPLOYEES CREDIT UNION MAY REQUIRE PERSONAL IDENTIFICATION AND THE PURCHASE OF AN INSURANCE POLICY BEFORE A STOP PAYMENT IS PLACED ON AN OFFICIAL CHECK FOR THE REASON OF LOST OR DESTROYED.

⑈446145⑈ ⑆061103056⑆ ⑆016001039174⑆⑈



PROPERTY MANAGEMENT
MEMO

Jeff Pynes
Chief Executive Officer
City Manager

Larry McDonald
Mayor

Clan Cameron
Councilmember
Ward A

Jim Phillips
Councilmember
Ward B

Ron Wise
Councilmember
Ward C

Norma Moreno Garcia
Councilmember/
Mayor Pro Tem
Ward D

February 9, 2010

Jeff Pynes
City Manager

re: License, part alley lots 2, 3, block 710

Please place the following item on the February 16, 2009, City Council agenda:

Consider final approval of the license of 8 x 20 foot concrete pad space in the alley behind lots 2 and 3, block 710, Velasco Townsite and authorize the mayor to execute same.
Tax ID 8110-3016-000.

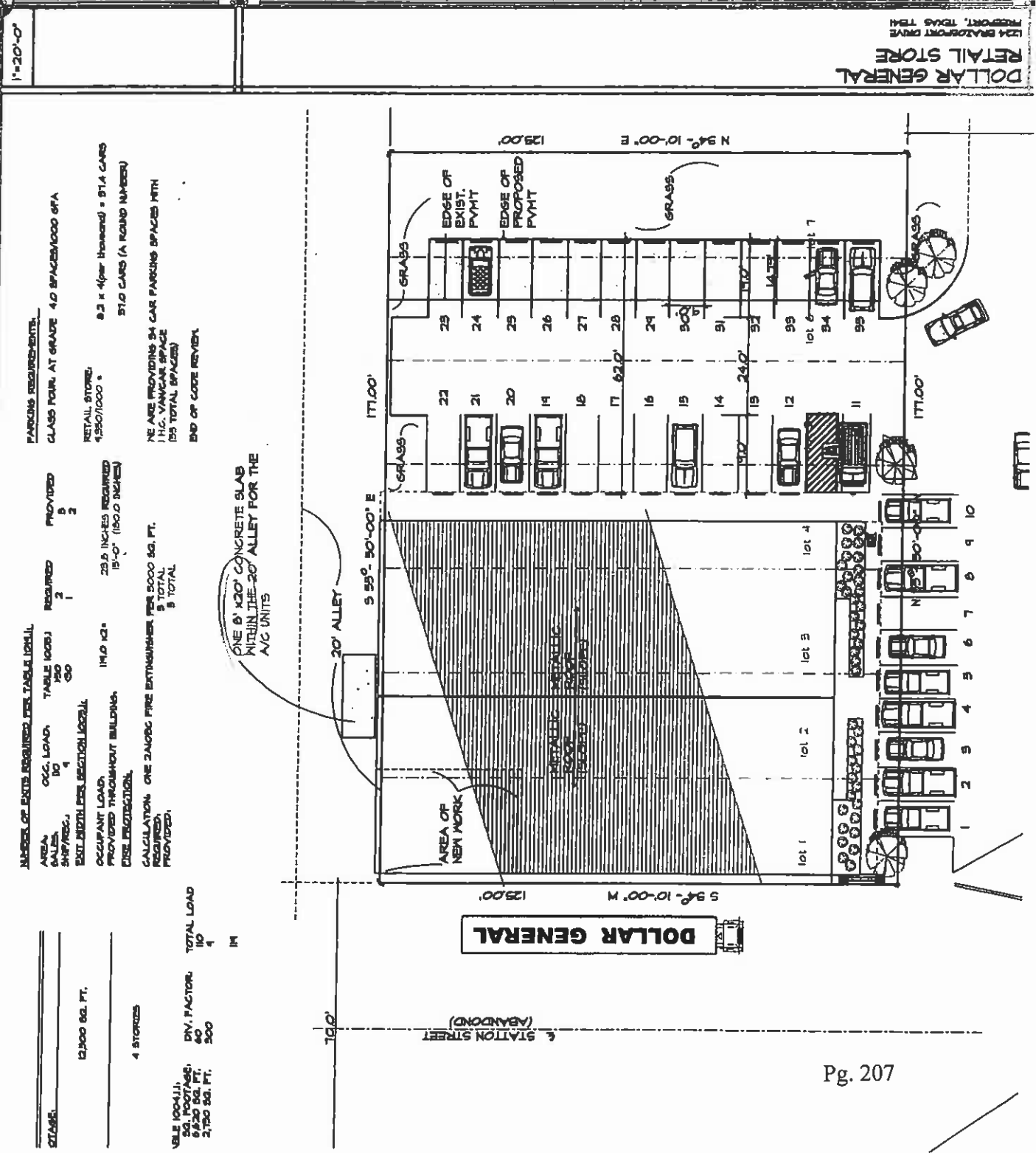
The City Council at their regular meeting on February ^{8th} 2010, voted to instruct the City Attorney to prepare the necessary documents for the Mayor's signature. *Item 9.*

Copy of plat, showing location, attached.


N C Hickey
Property



Win / Clear OK
 + Proposed
 \$50/m²



PARKING REQUIREMENTS:
 CLASS FOUR AT GRADE 4.0 SPACES/1000 GFA
 RETAIL STORE:
 4500/1000 x
 9.2 x 4(per thousand) = 51.4 CARS
 51.0 CARS (A ROUND NUMBER)
 WE ARE PROVIDING 54 CAR PARKING SPACES WITH
 1 H.C. VEHICLE SPACE
 (55 TOTAL SPACES)
 END OF CODE REVIEW

NUMBER OF EXITS REQUIRED PER TABLE 1004.1
 AREA SALES SHIP/REC., EXIT WIDTH PER SECTION 1004.1
 OCCUPANT LOAD, FIRE PROTECTION
 CALCULATION ONE 2A03C FIRE EXTINGUISHER PER 5000 SQ. FT.
 PROVIDED THROUGHOUT BUILDING, FIRE PROTECTION PROVIDED.

AREA SALES SHIP/REC., EXIT WIDTH PER SECTION 1004.1
 OCCUPANT LOAD, FIRE PROTECTION
 CALCULATION ONE 2A03C FIRE EXTINGUISHER PER 5000 SQ. FT.
 PROVIDED THROUGHOUT BUILDING, FIRE PROTECTION PROVIDED.

ONE 8' x 20' CONCRETE SLAB
 WITHIN THE 20' ALLEY FOR THE
 A/C UNITS

DOLLAR GENERAL

DOLLAR GENERAL
 RETAIL STORE
 124 BRAZELTON DRIVE
 REFORM, TEXAS 754

RESOLUTION NO. 2010-2223

AN RESOLUTION OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; AUTHORIZING THE MAYOR AND CITY SECRETARY TO EXECUTE AND ATTEST, RESPECTIVELY, AND THE MAYOR TO ACKNOWLEDGE AND DELIVER TO NET COMMERCIAL PROPERTIES, LLC, A LICENSE GRANTING TO THEM THE EXCLUSIVE USE OF A PORTION OF THE RIGHT-OF-WAY OF THE PUBLIC ALLEY ADJACENT TO LOTS 2 AND 3, BLOCK 710, VELASCO TOWNSITE, DESCRIBED IN EXHIBIT "A" AS A LOCATION FOR A CONCRETE SLAB ON WHICH TO PLACE AIR CONDITION EQUIPMENT AND FOR NO OTHER PURPOSE; CONTAINING A SEVERANCE CLAUSE; PROVIDING THAT THIS RESOLUTION SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION; AND PROVIDING THAT THE ORIGINAL OF THIS RESOLUTION SHALL BE MAINTAINED BY THE CITY SECRETARY IN THE PERMANENT RECORDS OF SAID CITY.

WHEREAS, the City of Freeport, Texas, hereinafter sometimes "the City," is a "Home Rule City" and a "Home Rule Municipality" lying and situated in Brazoria County, Texas, as described in and defined by Section 5, Article XI of the Constitution of Texas and Section 1.005 of the Local Government Code of Texas, respectively; and,

WHEREAS, Items 2, 3 and 5 of Article 1175 of the Revised Civil Statutes of Texas (1925) and Sections 2.01 and 2.03 and Item (p) of Article 3.07 of the Home Rule Charter of the City of Freeport authorize the City Council thereof to adopt the provisions of this Resolution; and,

WHEREAS, the granting of the license hereinafter authorized will be in the public interest and will benefit the public; and,

WHEREAS, the City Council of the City of Freeport has determined to here now declare that the adoption of this resolution is necessary to the health, safety and general welfare of its inhabitants.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS:

First, the Mayor and City Secretary of the City of Freeport, Texas, are hereby authorized and directed to execute and attest, respectively, granting to NET COMMERCIAL PROPERTIES, LLC, a license to use a portion of the right-of-way of the public alley adjacent to Lots 2 and 3, Block 710, Velasco Townsite of the City of Freeport, Brazoria County, Texas, described in Exhibit "A" attached hereto, as a location for a concrete slab for the location of air conditioning equipment, under the conditions herein specified.

T

Second, in the event any section or provision of this resolution is found to be unconstitutional, void or inoperative by the final judgment of a court of competent jurisdiction, such defective provision, if any, is hereby declared to be severable from the remaining sections and provisions of this resolution and such remaining sections and provisions shall remain in full force and effect.

Third, this resolution shall take effect and be in force from and after its passage and adoption.

Fourth, the original of this resolution, after execution and attestation, shall be maintained by the City Secretary in the permanent records of the City.


READ, PASSED AND ADOPTED this _____ day of _____, 2010.

Larry McDonald, Sr., Mayor,
City of Freeport, Texas

ATTEST:

Delia Muñoz, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:



Wallace Shaw, City Attorney,
City of Freeport, Texas

C:\Freeport.Lsc\NCP-LLC-Lic-Rsl

LICENSE TO USE RIGHT OF WAY

PARTIES: The CITY OF FREEPORT, TEXAS, a municipal corporation lying and situated in Brazoria County, Texas, hereinafter designated "LICENSOR", and NET COMMERCIAL PROPERTIES, LLC, a Texas Limited Liability Company, hereinafter designated "LICENSEE".

GRANT OF LICENSE: Licensor, for and in consideration of the payment by Licensee to Licensor of a license fee of \$50.00, payable on or before February 22, 2010, and the reimbursement of the Licensor by such date for the cost of having this license prepared by the City Attorney, being the further sum of \$180.00, hereby grants unto Licensee, for the purposes set forth below and none other, an exclusive license to and authorizes and licenses Licensee to use and enjoy that portion of the right-of-way of the public alley within the City of Freeport, in Brazoria County, Texas, adjacent to Lots 2 and 3, Block 710 of the Velasco Townsite, according to the map or plat of said townsite recorded in Volume 32, page 14 of the Deed Records of said county, and the portion of said alley hereby licensed being more particularly described on the map or plat marked Exhibit "A", attached hereto and made a part hereof for all purposes, such portion of said right-of-way being hereinafter called "the licensed premises". Provided, however, Licensor hereby reserves all necessary easements for drainage, utility lines, cables, poles and mains presently in use or that may be required in the future and the right of access to the licensed premises for the purpose of installing or maintaining the same.

PURPOSE: The purpose of this license is to permit Licensee to use the licensed premises and by the acceptance of this license the Licensee agrees to use the licensed premises for the location of one (1) 8' X 20' concrete slab for the location of air condition units ("the concrete slab") and for no other purpose without the prior consent of the City Council.

PRIMARY TERM: The primary term of this license shall be for a period of one (1) year, beginning on the February 22, 2010, and ending on the January 22, 2011, unless sooner terminated as hereinafter provided.

RENEWAL: At the option of the Licensee and unless sooner terminated as hereinafter provided, upon the expiration of such primary term, this license may be renewed for successive terms of one (1) year each by the payment by Licensee of the above specified annual license fee on or before the 22nd day of July of each calendar year hereafter.

RESTORATION OF PREMISES: At the end or other termination of this License as hereinafter provided, the concrete slab and all equipment or structures placed on the licensed premises by Licensee must be removed, any damage to the licensed premises occasioned by such removal must be repaired by or at the expense of Licensee.

ASSIGNMENT PROHIBITED: This license is personal to Licensee and Licensee shall not assign this license or any interest herein without the prior written consent of Licensor.

STRUCTURES: Licensee shall erect or cause to be erected on the licensed premises adequate structures prohibiting damage to the air conditioning resulting from a collision with such structure by a vehicle or other object that may be using the remainder of such alley. The design and installation of such protective structures must be approved in writing by the Building Official of the City.

INITIALED FOR IDENTIFICATION: _____

NOTICE: Any demand to be made or notice to be given hereunder to any party shall be made on, or given to such party either personally or by sending a copy of such demand or notice by certified mail, return receipt requested, addressed to the Licensor C/O the City Manager at 200 West Second Street, Freeport, TX 77541, and to Licensee at 11705 Joan of Arc Dr., Houston, TX 77024-2637, or such other place as Licensee may hereafter designate in writing delivered to the City Manager.

WAIVER: NO WAIVER AT ANY TIME OF THE RIGHT TO TERMINATE THIS LICENSE SHALL IMPAIR THE RIGHT OF THE LICENSOR TO INSIST UPON SUCH TERMINATION IN THE EVENT OF A SUBSEQUENT BREACH OR DEFAULT BY LICENSEE, NOR SHALL THE ACCEPTANCE OF RENT AT ANY TIME CONSTITUTE SUCH WAIVER OF DEFAULT OR WAIVER OF DAMAGES, AND IN ADDITION TO ANY OTHER REMEDIES WHICH THE LICENSOR MAY HAVE, THE LESSOR MAY APPLY FOR AND OBTAIN AN INJUNCTION OR USE ANY OTHER LEGAL PROCESS TO ENFORCE THE RIGHTS OF THE LICENSOR.

INSURANCE: Licensee agrees to obtain and maintain at Licensee's expense during the existence of this license a policy of PUBLIC LIABILITY insurance in the amount of at least the maximum amount for premises liability for municipalities prescribed by the Texas Tort Claims Act with LICENSOR NAMED AS AN ADDITIONAL INSURED.

INDEMNITY: LICENSEE AGREES TO INDEMNIFY AND SAVE HARMLESS the LICENSOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS and ASSIGNS, OF AND FROM ALL FINES, SUITS, CLAIMS, DEMANDS, COSTS OF COURT, ATTORNEY'S FEES AND ACTIONS OF ANY KIND BY REASON OF ANY BREACH, VIOLATION, OR NON-PERFORMANCE OF ANY PROVISION HEREOF ON THE PART OF LICENSEE. LICENSEE SHALL NOT BE LIABLE FOR ANY INJURY OR DAMAGES TO PERSONS OR PROPERTY HAPPENING IN OR ABOUT THE LICENSED PREMISES, INCLUDING THE PROPERTY OF LICENSEE AND PERSON AND PROPERTY OF THE AGENTS, EMPLOYEES, CONTRACTORS AND TENANTS OF THE LICENSEE OR THE INVITEES OF ANY OF THEM, AND THE LICENSEE AGREES TO INDEMNIFY AND HOLD HARMLESS THE LICENSOR, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, INVITEES, SUCCESSORS AND ASSIGNS, FROM ANY LIABILITY THEREFOR. THE LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS THE LICENSOR, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, INVITEES, SUCCESSORS AND ASSIGNS, OF AND FROM ANY AND ALL DAMAGES OR LIABILITY FOR ANYTHING ARISING FROM OR OUT OF THE CONDITION OF THE LICENSED PREMISES OR THE USE THEREOF BY THE LICENSEE, THE AGENTS, EMPLOYEES, CONTRACTORS AND TENANTS OF LICENSEE AND THE INVITEES OF ANY OF THEM.

BANKRUPTCY, CHANGE OF OWNERSHIP, ETC: In the event that the assets of the Licensee shall become subject to the jurisdiction of the bankruptcy court, voluntary or involuntary, or should the Licensee make a voluntary assignment for the benefit of creditors, or in the event that a receiver for the Licensee shall be appointed, or in the event that and 3, Block 710, Velasco Townsite, ceases to be owned by Licensee, then, at the option of the Licensor and upon ten (10) days notice to the Licensee or the legal representative of the Licensee, this License shall cease and come to an end.

REMOVING CLOUD FROM TITLE: Upon the expiration of this License or upon its termination during the existence hereof pursuant to its terms, Licensee covenants to execute, acknowledge and deliver to Licensor, at the cost of Licensee, such written instruments evidencing the same as Licensor may require. Further, it is expressly agreed that an affidavit reciting the facts of such expiration or termination, when recorded in the Official Records of the county wherein the licensed premises is located shall be prima facie evidence of the truth of the statements contained in such affidavit regarding such expiration or termination.

INITIALED FOR IDENTIFICATION:

TERMINATION: This license shall terminate unless accepted in writing by the Licensee signing below within ten (10) days of the date of execution set forth below. This license may also be terminated by the Licensor upon ninety (90) days prior written notice to the Licensee in the event Licensor's City Council by majority vote determines to terminate this license for any reason.

CONSTRUCTION OF LICENSE AND BINDING EFFECT: Whenever the context so requires, the singular shall include the plural number, and conversely, and the masculine shall include the feminine and neuter genders; **IT IS EXPRESSLY AGREED AND UNDERSTOOD** that this license contains all agreements, representations, covenants and warranties, expressed or implied, relative to the operation of this license to use the licensed premises and the fee therefor, and no prior agreement, if any, shall be binding upon the parties hereto unless contained herein; and in the event any provision of this license is declared invalid for any reason by any court, such invalidity shall not affect the remaining provisions of this license but effect shall be given to the intent manifest by the portion held invalid or inoperative. Venue concerning any dispute regarding this license shall be in a county or district court in Brazoria County, Texas, having subject matter jurisdiction. This license shall be governed by the law of the State of Texas and shall be binding upon the parties hereto as well as their respective successors and assigns.

EXECUTED this the _____ day of _____, 2010.

CITY OF FREEPORT, TEXAS, LICENSOR

By _____
Larry McDonald, Sr., Mayor

ATTEST:

Delia Muñoz, City Secretary

ACCEPTED this the _____ day of _____, 2010.

NET COMMERCIAL PROPERTIES, LLC

By _____

Title: _____

THE STATE OF TEXAS X

COUNTY OF BRAZORIA X

This instrument was acknowledged before me on the _____ day of _____, 2010, by LARRY McDONALD, SR., as Mayor of the City of Freeport, Texas.

Notary Public, State of Texas

THE STATE OF TEXAS X

COUNTY OF BRAZORIA X

This instrument was acknowledged before me on the _____ day of _____, 2010, by _____ as _____ NET COMMERCIAL PROPERTIES, LLC, a Texas Limited Liability Company.

Notary Public, State of Texas

C\Freeport.Lic\NCP-LLC-Licence

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT
PROJECTS WITH NO REQUIRED MATCH**

THIS AGREEMENT IS MADE BY AND BETWEEN the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the City of Freeport, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, Transportation Code, Chapters 201, 221, 227, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and,

WHEREAS, Commission Minute Order Number 110753 authorizes the State to undertake and complete a highway improvement generally described as landscape development; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as landscape development, hereinafter called the "Project"; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

AGREEMENT

Article 1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

Article 2. Project Funding and Work Responsibilities

The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract.

In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the

responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.

In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.

If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before a letter of authority is issued. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

Whenever funds from the American Recovery and Reinvestment Act of 2009 (ARRA) are distributed to a Local Government, the Local Government must complete its Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC), as required by OMB Circular A-133, and separately identify any ARRA expenditures for Federal Awards.

Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

Article 3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

Article 4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right-of-way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

Article 5. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

Article 8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Project Budget and Description, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated herein by reference, or special specifications approved by the State.

Article 9. Increased Costs

In the event it is determined that the funding provided by the Local Government will be insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Government will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Local Government a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Local Government shall pay the funds to the State within 30 days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Local Government cannot pay the additional funds, this contract shall be mutually terminated in accord with Article 11 - Termination. If this is a fixed price agreement as specified in Attachment A, Project Budget and Description, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Local Government.

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed

changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

Article 10. Maintenance

Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment A to this agreement.

Article 11. Termination

This agreement may be terminated in the following manner:

- ◆ by mutual written agreement and consent of both parties;
- ◆ by either party upon the failure of the other party to fulfill the obligations set forth herein;
- ◆ by the State if it determines that the performance of the Project is not in the best interest of the State.

If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.

- ◆ Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

Article 12. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
Mayor City of Freeport <u>200 West 2nd street</u> <u>Freeport, Texas 77541</u>	District Engineer Texas Department of Transportation <u>P.O. BOX 1386</u> <u>Houston, Texas 77251-1386</u>

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 13. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

Article 14. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

Article 15. Amendments

By mutual written consent of the parties, this contract may be amended prior to its expiration.

Article 16. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

Whenever ARRA funds are used and the Local Government is performing any work, either directly or through a contractor, it must comply with the following provisions. If a Local Government is receiving ARRA funds, but is not performing any work, the following provisions apply, if appropriate, and to the extent necessary to comply with ARRA regulations.

In accordance with Section 902 of the ARRA, should this agreement involve the expenditure of ARRA funds, then the U.S. Comptroller General and its representatives shall have the authority to:

- a. examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to the contract or subcontract; and
- b. interview any officer or employee of the contractor or any of its subcontractors, or any State or local agency administering the contract regarding such contracts.

Nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of the Comptroller General.

In accordance with Section 1515(a) of the ARRA, with respect to each contract or grant awarded using covered funds, any representative of an appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:

- a. to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to and involve transactions relating to the contract, subcontract, grant, or subgrant; and
- b. to interview any officer or employee of the contractor, grantee or subgrantee, or agency regarding such transactions.

Section 1515(b) further provides that nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of an inspector general.

The ARRA requires that the Contractor report monthly employment information for its firm as well as that of all of its subcontractors. The Contractor, similarly, shall include this reporting requirement in all of its subcontracts. Failing to include the requirement in agreements with subcontractors can serve as grounds for contract termination.

Form FHWA-1589, Monthly Employment Report, promulgated by the Federal Highway Administration (FHWA), captures the necessary monthly employment information and shall be submitted by the Contractor on a regular basis to the LG (Local Government). It is the responsibility of the LG to obtain this form from the prime Contractor and any subcontractors and, the LG shall verify the accuracy, completeness, and reasonableness of the data contained in the form. The LG shall ensure that this form is submitted by the LG to the State according to the policies and at the direction of the State.

In order to meet any other FHWA and ARRA reporting requirements, the LG shall provide to the State all information requested by the State, including data or information in possession of contractors and subcontractors for completing other necessary reporting forms, and the information shall be submitted in the manner required and according to all due dates as set by the State.

Furthermore, the ARRA mandates that the U.S. Comptroller General's Office shall have authority to examine the records of the contractor, subcontractor, or local agency relating to the project at any time.

Article 17. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

Article 18. Debarment

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the [Contractor, Local Government, Engineer, or whatever] certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

Article 19. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

THE LOCAL GOVERNMENT

Name of the Local Government _____

By _____ Date _____

Typed or Printed Name and Title _____

Attachments

- A. Project Budget and Description
- B. Work Responsibilities
- C. Landscape Development Plan
- D. Project Schedule

ATTACHMENT A

Payment Provision and Work Responsibilities

The Local Government will pay for the cost of the installation of information signs at SH 288 at the intersection of Cherry Street and FM 1495 at the intersection Forth Street, which are on-system locations. The Local Government's participation is 100% of the cost of this particular improvement. The Local Government's estimated cost of this additional work is \$0.00, including construction items, and engineering and contingencies. The State has estimated the project to be as follows:

Description	Total Estimate Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Landscape Development	\$0.00	0%	\$0.00	100%	\$0.00
Subtotal	\$0.00		\$0.00		\$0.00
Direct State Costs (including plan review, inspection and oversight)	\$0.00	0%	\$0.00	100%	\$0.00
Indirect State Costs (no local participation required except for service projects)	\$0.00	0%	\$0.00	100%	\$0.00
TOTAL	\$0.00		\$0.00		\$0.00

Direct State Cost will be based on actual charges.

Local Government's Participation (100%) = \$0.00

It is further understood that the State will include only those items for the improvements as requested and required by the Local Government. This is an estimate only; final participation amounts will be based on actual charges to the project.

ATTACHMENT B

Work Responsibilities

A. Local Government agrees to:

1. Furnish the State, in writing, evidence of overall clearance from all appropriate regulatory agencies prior to beginning any installation and/or maintenance activities.
2. Furnish the State a site-specific design concept plan for preliminary approval.
3. Furnish the State with the final Project Plan attached as Attachment C. The Project Plan shall contain, but not be limited to, TxDOT right-of-way, functional classification and speed limit(s), limits of project, existing underground and above ground utilities, existing drainage patterns, inventory of other existing structures (signs, traffic control devices, light poles, etc.), layout plans, construction details, drawings, specifications, schedules, and cost estimates in the format and to the time schedule as required by the State. The District Engineer (or designee) must approve the final Project Plan prior to beginning any installation activities.
4. Verify location of all utilities within project area. Utility considerations shall include but not be limited to the following: gas, water, electricity, fiber optics, telephone, signals, lighting, CTMS, sanitary sewer, etc.
5. Provide for all necessary right-of-way and/or utility adjustments needed.
6. Furnish all labor, equipment, and incidentals to provide for the installation of the Project as specified in plans and described herein.
7. Furnish all labor, equipment, materials, and incidentals to provide for maintenance activities that shall include but not be limited to the following:

Plant Maintenance

For the work of plant maintenance, all reasonable means shall be employed to preserve the plants and vegetative material existing within the project limits in a healthy and vigorous growing condition. This maintenance activity shall include but not be limited to the following:

- (1) Provide vegetative watering of plant material.
- (2) Plant bed and basin maintenance including shaping, weed control, mulch layer, and ring construction.
- (3) Plant replacement.
- (4) Insect, Disease, and Animal Control.
- (5) Fertilizing.
- (6) Mowing and Trimming.
- (7) Restaking, Reguying, Rebracing and/or Removal of Staking, Guying, and Bracing.
- (8) Pruning.
- (9) Litter pick-up

ATTACHMENT B (CON'T)

Work Responsibilities

Irrigation System Operation and Maintenance

Permanent irrigation system operation and maintenance shall include, but not be limited to, water, monitoring, adjustment, repair, and proper operation of the existing irrigation system as required to ensure adequate moisture to the plant material existing on the site. All replacement parts shall be of the same type and manufacturer as originally installed. Substitute parts may be allowed with the approval of the State, prior to replacement.

Illumination System(s) Operation and Maintenance

Illumination system operation and maintenance shall include, but not be limited to, electricity, monitoring, adjustment, repair, and proper operation of the illumination system in accordance with the National Electric Code (NEC). All replacement parts should be of the same type and manufacturer as originally installed. Substitute parts may be allowed with the approval of the State prior to replacement.

Structure(s) and Surface(s) Maintenance

All structures and surfaces shown in the Project Plan shall be maintained same as originally installed. All replacement parts should be of the same type and manufacturer as originally installed. Substitute parts may be allowed with the approval of the State prior to replacement. All surfaces shall be maintained free of graffiti and vegetation.

8. Provide fulltime daily inspection of all construction and regular inspection of maintenance work performed and any testing services as may be required to ensure that the work is accomplished in accordance with the approved plans and specifications. The Local Government inspector shall be on site while work is being performed during the construction phase and report, as directed, activities of the contractor and notify the State of all correspondence and instructions to the contractor performing the work. The State shall have final authority over all issues that may arise during work as called for in the approved plans and specifications.
9. Submit for approval a traffic control plan and provide, erect and maintain barricades, signs and traffic handling devices necessary to protect the safety of the traveling public. All placements of barricades, signs and traffic handling devices must conform to the Texas Manual on Uniform Traffic Control Devices.
10. Provide all labor, equipment, material and incidentals as may be required to repair or replace equipment, structures or surfaces damaged by Donor or its agent(s) or contractor(s) during any phase of the Project to the satisfaction of the State.
11. Notify our Area Engineers Office, at least seven (7) calendar days and 48 hours before beginning work so that they may have a representative present.

ATTACHMENT B (CON'T)

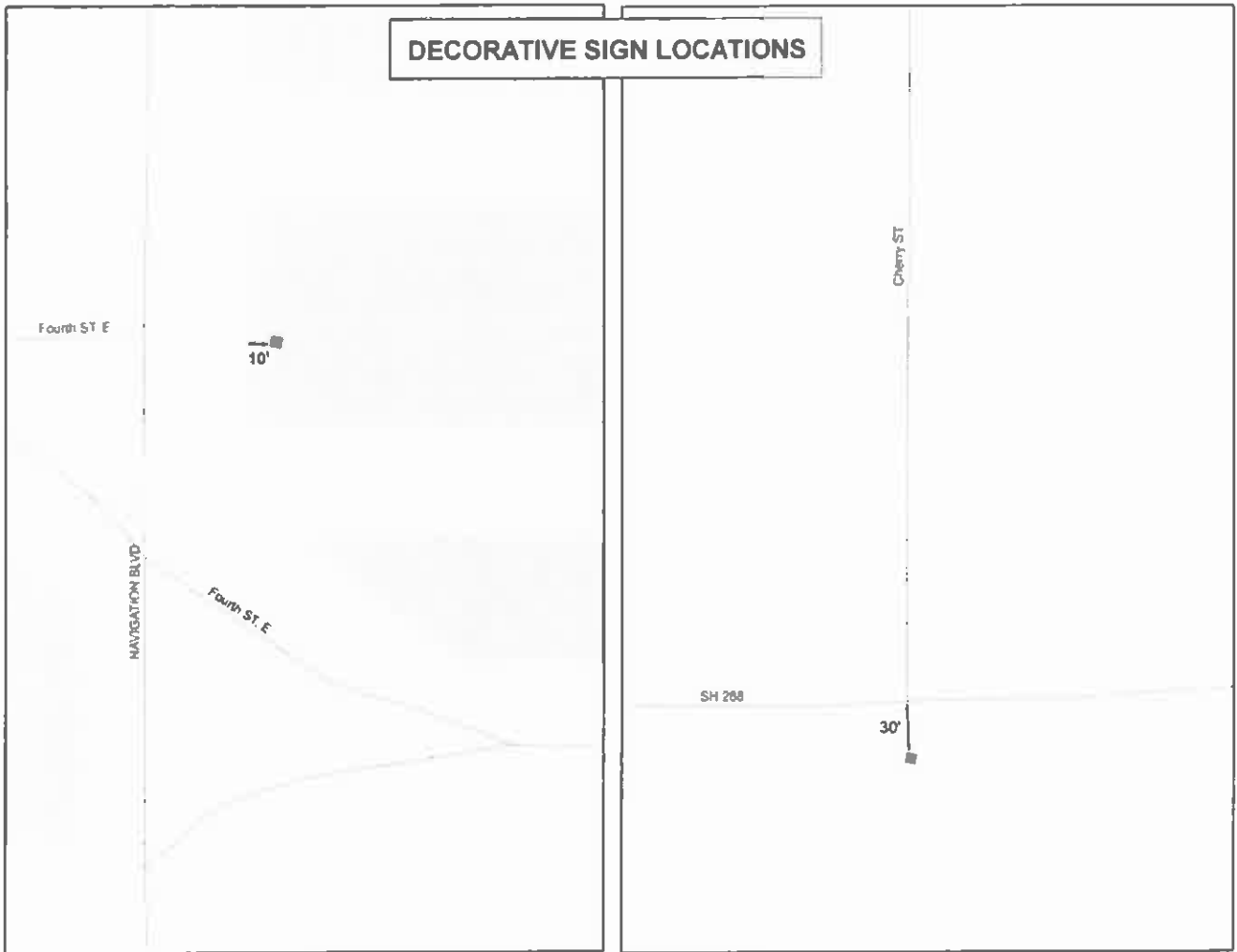
Work Responsibilities

B. State agrees to:

1. Allow Local Government and its agent(s) to utilize the right-of-way for all aspects of the Project described in this Agreement.
2. Review the Project design plan, as prepared by the Local Government.
3. Review the Traffic control plan, as prepared by the Local Government.
4. Coordinate with Local Government landscape maintenance operations, consistent with District policy and the Roadside Vegetation Management Manual.
5. Perform reviews and inspections to ensure that installation and maintenance is accomplished in accordance with the approved plans and specifications.

ATTACHMENT C

Landscape Development Plan



Pg 225-b

Fraternal Order Eagles # 3111
6818 Hwy. 332 E.
Freeport, TX 77541
979-239-2582

To: Freeport City Council

RE: Spring Fraternal Order Eagles #3111 Turkey Shoot

Dear Freeport City Council;

The Fraternity of Eagles Aerie # 3111 would like to request to be placed on the next City Council meeting to discuss our Spring turkey shoot. We would like to be allowed to conduct the shoot every Sunday from Noon to 4:00 p.m. beginning March 7, 2010 and ending May 30, 2010.

Sincerely Yours,



Alonzo Martinez
Member Fraternal Order Eagles # 3111
979-238-3508
979-201-3371

NANCY FRIUDENBERG
DIRECTOR

JENNIFER CRAINER
ASSISTANT DIRECTOR



KATHY HOWARD
PROJECT COORDINATOR

LYNN PITZ
PROJECT COORDINATOR

BRAZORIA COUNTY
COMMUNITY DEVELOPMENT
DEPARTMENT

January 27, 2010

City of Freeport
200 W. Second Street
Freeport, TX 77541

Re: Reconstruction – 607 N. Ave B and 1014 W. 10th St

To Whom It May Concern:

Please waive all permitting, building, and inspections fees for Residential Reconstruction for Billy Lee and Leroy Norton who reside at 607 N. Ave B, and 1014 W. 10th St. respectively, and have been approved for assistance under the County's HOME Reconstruction/Rehabilitation Program. Brazoria County has approved two builders, Kevin Stewart Homes and PPMG Custom Homes. Mr. Stewart's address is PO Box 2808, Alvin, TX 77511 and Mr. Petershagen's address is 2871 Morningmist Lane Dickinson, TX 77539. Mr. Lee has contracted with Kevin Stewart Homes, and Mr. Norton is still undecided. A demolition date has not been set for either home as of the date of this letter.

US Dept of Housing and Urban Development's HOME Reconstruction/ Rehabilitation program assists low to moderate income families repair their homes or, in the case that rehab is not feasible, reconstruct a new dwelling. These are grant funds from HUD that the County manages and distributes to participating jurisdictions throughout the County. This program not only helps the individual with a more suitable living environment, but also prevents the City's housing stock to become dilapidated, and in turn, promotes an increase in property values. The cost of the assistance is in the form of a deferred, forgivable loan which requires a lien to be placed on the property for a period of 10 years for rehabilitation, and 20 years for the reconstruction of the home. There is no mortgage payment required from the homeowner; however, they must maintain property taxes, insurance, and reside in the home for the period of the lien.

If you have any questions, please feel free to call me at (979) 864-1220.

Sincerely,

Jennifer L. Crainer
HOME Specialist

ORDINANCE NO. 2010-2241

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; AMENDING SECTION 51.16 OF THE CODE OF ORDINANCE OF SAID CITY TO INCREASE THE RATES FOR WATER SERVICE SET FORTH THEREIN FOR SERVICE FURNISHED ON OR AFTER MARCH 1, 2010, TO INDUSTRIAL FACILITIES, OFFICES AND OTHER COMMERCIAL ESTABLISHMENTS; CONTAINING A SAVINGS CLAUSE; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT FROM AND AFTER MARCH 10, 2010.

WHEREAS, the City of Freeport, Texas ("the City"), is a "Home Rule City" and a "Home Rule Municipality" lying and situated in Brazoria County, Texas, as described in and defined by Section 5, Article XI of the Constitution of Texas and Section 1.005 of the Local Government Code of Texas, respectively; and,

WHEREAS, Chapter 552 of the Local Government Code and Section 2.01 and 2.02 and Items (n) and (u) of Section 3.07 of the Home Rule Charter of the City authorize the City Council thereof to adopt the provisions of this Ordinance; and,

WHEREAS, the City Council of the City has determined and does here now declare that the adoption of this ordinance is necessary to the health, safety and general welfare of the inhabitants of said City and persons using its utility system.

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

First, Division (A) of Section 52.16 of the Code of Ordinances of the City of Freeport, Texas, is hereby amended to read as follows:

"(A) The city shall furnish water service to customers within the corporate limits of the city and shall charge each customer as follows:

(1) In the case of water furnished to single-family residences and multi-family residences:

0 gal. to 2,000 gal.	\$10.00 (minimum rate)
Next 10,000 gal.	\$3.20 per 1,000 gal.
All over 12,000 gal.	\$4.30 per 1,000 gal.

(2) In the case of water furnished to all other customers, including but not being limited to industrial facilities, offices and other commercial establishments:

0 gal. to 2,999 gal.	\$10.50 (minimum rate)
All over 2,999 gal.	\$4.70 per 1,000 gal."

Third, nothing contained in this ordinance shall cause any rights heretofore vested to be altered, affected or impaired in any way and all such rights may be hereafter enforced as if this ordinance had not been adopted.

Fourth, in the event any section or provision of this ordinance is found to be unconstitutional, void or inoperative by the final judgment of a court of competent jurisdiction, such defective provision, if any, is hereby declared to be severable from the remaining sections and provisions of this ordinance and such remaining sections and provisions shall remain in full force and effect.

Fifth, this ordinance shall take effect and be in force from and after March 1, 2010.

READ, PASSED AND ADOPTED this _____ day of _____, 2010.

Larry McDonald, Sr., Mayor,
City of Freeport, Texas

ATTEST:

Delia Munoz, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:



Wallace Shaw, City Attorney,
City of Freeport, Texas



PROPOSAL NO. 6922

PRESENTED TO

BRAZOSPORT WATER AUTHORITY

FOR

EROSION PROTECTION

AT

16"Ø WATERLINE

DOW BARGE CANAL

IN

FREEPORT, TEXAS

December 8, 2009

I. INTRODUCTION

On September 19th, 2009 a representative of Ercon, Inc. met with a representative of Brazosport Water Authority for a site visit regarding an erosion problem. The "Dow Barge Canal Exposure", located approximately 100 feet west of the F.M. 523 overpass of the Dow Barge Canal, a 16-inch diameter waterline, crosses the canal.

During the site visit, measurements and photographs were taken and information that is necessary for developing a solution to the erosion problem at this location.

II. SITE DESCRIPTION

The site consists of one active pipeline. The canal is a tidally influenced waterway with barge traffic. The West bank is 7 to 8 feet tall with little to no slope. The pipeline is exposed due to wave action caused by barge traffic that frequent the canal.



Approximately 30 L.F. of waterline is exposed along the West bank with approximately 20 feet unsupported. Most of the previously placed rip-rap has been washed away leaving approximately 90 L.F. of bank line susceptible to wave action scour. The canal's bank line will continue to scour if left unattended. Based upon the known conditions, Ercon recommends a proprietary design to provide mechanical protection to the pipeline and long-term stabilization of future erosion at this location. The design proposed by Ercon will allow for minimal disturbance to the existing canal, as well as prevent future migration and degradation to occur.

III. SCOPE OF WORK

The proposed scope of work includes the provision of labor, equipment, material, supplies and supervision to provide erosion protection as shown on Drawing 6922. Ercon will:

1. Prepare the site for construction activities and conduct tailgate safety meeting.
2. Fill reinforce and contour the area, including the banks, to an acceptable slope as shown on Drawing No. 6922.
3. Ercon, Inc proposes to install filter fabric and an Ercoform Articulating Grout Mat over the prepared area as shown to provide hard armor protection for the pipeline.
4. Inflate the fabric form with suitable grout.

5. The site will be cleaned up to the satisfaction of the respective landowners, according to conditions agreed upon prior to the commencement of the work. Ercon and Company R.O.W. personnel will meet with the landowners to discuss such details prior to Ercon moving in on site, if required.
6. Ercon will provide, upon request, 8 ½ x 11 drawing at no additional charge to support permit acquisition.

IV. DESIGN

The intent of the design is to provide mechanical protection to the pipeline in place and stabilize the bed of the stream to mitigate further instability.

V. MATERIAL

Eco-Flex™ Mat

The Eco-Flex™ Mat form work shall be a double-layer, synthetic fabric woven into a matrix of rectangular compartments. The compartments shall contain high-strength polyester cables such that when pumped full with concrete, the blocks will be tied together in both directions. The slope will be prepared and the area will be installed to protect the prepared area. The area will be covered with an Eco-Flex™ Grout Mat and pumpable concrete will be introduced into the mat.

Eco-Flex™ provides areas of voids between blocks where vegetation can be regained along the slopes of the stream where lower velocities are expected.

Sand/Cement Grout (Ercoform Mat)

4 to 1 sand/cement mix

Filter Fabric

Nicolon 40/30A or equal

VI. ACCESS

Ercon will require legal and physical access to the work site for materials, equipment and personnel. Proposal may change due to actual available access into job site. Unit prices for materials required to improve ingress and/or egress to site are as follows:

- Rock road base for access - \$50/Ton
- Laminated Mats for access - \$12.50/L.F.

Above items will be charged upon written approval of Brazosport Water Authority. Every reasonable effort will be made during construction to minimize disturbance of the ambient environment.

VII. SCHEDULE

Ercon is prepared to begin the work as mutually agreed and complete all work (weather permitting) within one (1) week.

VIII. PRICE

The proposed project can be completed as specified for the following fixed lump-sum price of:

\$65,000

Prices submitted will be firm for a period of ninety (90) days from the date of this proposal. Additional works that may be required at this site include:

- Drying the line for inspection & coating
- Coating labor & equipment
- Additional site work as directed by Company
- Standby

Time and material charges for Ercon's basic crew and equipment to support drying and coating work is \$3,500.00 per 10 hour day, billable in ½ day increments. Additional equipment and materials will be billed at direct cost plus 15%.

Ercon understands that the project will be conducted without obligation to utilize Labor Union contracts or personnel.

IX. PERMIT/ REGULATORY

Ercon will provide, upon request, 8 ½ x 11 drawing at no additional charge to support permit acquisition. Ercon would like to obtain all permits required for the construction of this project on the behalf of Brazosport Water Authority, at an hourly rate of \$100.00, not to exceed 50 hours. ***The permitting process should be approved and initiated separately from the acceptance of this proposal to expedite construction.***

NOTICE

THIS DOCUMENT EMBODIES A CONFIDENTIAL PROPRIETARY DESIGN TO WHICH ERCON INC. RETAINS ALL PATENT AND OTHER RIGHTS INCLUDING THE EXCLUSIVE RIGHT OF CONSTRUCTION. THIS DOCUMENT IS SUBMITTED UNDER A CONFIDENTIAL RELATIONSHIP AND MAY NOT BE REPRODUCED OR DISCLOSED OR IN ANY MANNER MADE PUBLIC.

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