

City of Freeport

NOTICE OF PUBLIC MEETING
THE FREEPORT CITY COUNCIL
MONDAY, MAY 19th, 2008, 6:00 P.M.
MUNICIPAL COURT ROOM
FREEPORT POLICE DEPARTMENT, 430 N. BRAZOSPORT BLVD.

AGENDA FORMAL SESSION

1. Call to Order.
2. Invocation.
3. Pledge of Allegiance.
4. Consideration of the approval of the May 5th, 2008 Council Minutes.
Pg. 650-656
5. Attending Citizens and Their Business.
6. Consideration of the approval of Ordinance No. 2008-2199 canvassing the returns and declaring the results of the 2008 Annual Election. Pg. 657-659
7. Consideration of the approval of Ordinance No. 2008-2200 canvassing the returns and declaring the results of the 2008 Charter Review Election. Pg. 660-666
8. Administer Oath of Office to duly elected Councilman for Ward A and Ward C.
Pg. 667-668
9. Certification by City Secretary of eligible candidate(s) for and election of Mayor Pro Tem.
10. **Recognition** of Councilman John Smith III, by the City of Freeport for his dedicated service 2000-2008.
11. **Public Hearing:** Consideration of a adoption of a proposed amendment to the rules governing plats and the subdivision of land within the jurisdiction of said City contained in Chapter 154 of the Code of Ordinance. Pg. 669
12. Consideration of the approval of Ordinance No. 2008- 2201 amending Section 154.01 of the Code of Ordinances of said City to add a definition of Extraterritorial Jurisdiction and by amending Division (A) of Section 15.04 of said Code to substitute for the phrase "within five miles" the phrase "within the Extraterritorial Jurisdiction" and to add at the end of such Division a provision allowing for an

agreement with Brazoria County, Texas, regarding platting in the Extraterritorial Jurisdiction of said City. Pg. 670-672

13. Consideration of the approval of entering into an Interlocal Agreement for Regional Storm Management Program. Pg. 673-680
14. Consideration of the approval of a request from the Beautification/Parks & Recreation Committee to lease Antonelli's Root Beer Stand. Pg. 681-692
15. Consideration of the approval of a request from the Freeport Host Lion Club to waive the vendor permit fees, sell alcohol, have a public dance, erect temporary fencing, have fireworks display in conjunction with the 61st Annual Fishing Fiesta on July 2nd thru July 6th, 2008 at the Freeport Municipal Park. Pg. 693
16. Consideration of the approval of using a portion of the City's Right of Way at 93 Dolphin Lane in Bridge Harbor Subdivision to place a propane tank for residential use. Pg. 694-701

Elected Official Report

Work Session

- A. Discussion concerning a request from Brazosport Yellow Cab to increase the rates. Pg. 702

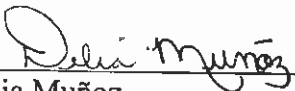
Adjourn

NOTE: ITEMS NOT NECESSARILY 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 prior to the meetings. Please contact the City Secretary office at 979.233.3526.

I, Delia Muñoz, City Secretary, City of Freeport, Texas, hereby 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 hour a day public access, 200 W. 2nd Street, Freeport, Texas, on May 16, 2008 at or before 9:00 a.m.



Delia Muñoz
City Secretary

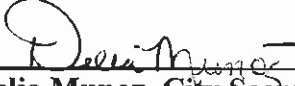
NON-EMERGENCY NOTICE OF ADDENDUM

**This notice is posted pursuant to the Texas Open Meetings Act
(Chapter 551, Government Code)**

The City Council of the City of Freeport, Texas, will hold a regular meeting beginning at 6:00 o'clock, p. m., on Monday, May 19, 2008, at the Police Department Municipal Courtroom, 430 North Brazosport Boulevard, Freeport, Texas. The following is a non-emergency addendum to the agenda of such meeting.

- 14A. Consideration of the approval of a lease of Antonelli's Root Beer Strand to Tina Robledo and authorizing the Mayor to sign and the City Secretary to attest the same.**

I certify that the above addendum was posted on the official bulletin board/glass door of City Hall, facing the rear parking lot of the building, with a 24 hour a day public access, 200 West Second Street, Freeport, Texas, on May 15th 2008, at 4:30 o'clock, p.m.



**Delia Munoz, City Secretary
City of Freeport, Texas**

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City of Freeport, met in a regular meeting on Monday, May 5th, 2008, at 6:00 p.m. at the Freeport Police Department, Municipal Court Room, 430 North Brazosport Boulevard, Freeport, Texas for the purpose of considering the following agenda items:

City Council:

Larry L. McDonald
Clan A. Cameron
Jim Saccomanno
John Smith, III
Norma M. Garcia

Staff:

Gary Beverly, City Manager
Wallace Shaw, City Attorney
Delia Munoz, City Secretary
Nat Hickey, Property Manager
Larry Fansher, Public Works Director
Doug Caffey, Building Inspector
Jeff Pynes, Chief of Police
John Stanford, Fire Chief
Mary Stotler, Main Street Director
Bob Welch, Financial Director

Visitors:

Jim McEntire	Wright Gore, III
Jim Pirrung	Dorothy Pirrung
Edna Allan	Alonzo Martinez
Ron Wise	Jerry Meeks
Judy Schaefer	Larry Schaefer
Steve Palmer	Pixie Lloyd
Roddy Mohler	Barbara Mohler
Mark Wessels	Kimmie Wessels
Kathy Varnado	Dan Tarver
Pixie Floyd	

Call to Order.

The meeting was called to order by Mayor McDonald at 6:00 p.m.

Invocation.

John Smith, III, Mayor Pro Tem offered the invocation.

Pledge of Allegiance.

Mayor McDonald led the Pledge of Allegiance.

Consideration of the approval of the April 21st, 2008 Council Minutes.

On a motion by Councilwoman Garcia, seconded by Councilman Smith, with all present voting "aye", Council unanimously approved the April 21st Council Minutes.

Attending Citizens and Their Business.

Mark Wessles, 95 Dolphin Lane, complaint that Code Enforcement had allowed his neighbors to construct a six foot wall and install a propane tank on City's easement, no variance and no permits.

Councilman John Smith presented a PowerPoint presentation of the students from the Freeport Intermediate School that competed in the National Science Bowl in Philadelphia. The team brought back 3rd place.

A special thank you Councilman Smith, sponsors, and parents for making this a successful event.

Proclamation: Proclaiming May (2008) National Preservation Month.

Mayor McDonald read out the proclamation and proclaimed May 2008 as National Preservation Month.

Mary Stotler announced that Freeport will be 100 years old in November 2012.

Consideration of the approval of Resolution No. 2008-2168 authorizing Wallace Shaw and Julian W. Taylor, III, the City Attorney and Assistant City Attorney of said City, Respectively, or Olson & Olson, a firm of Attorneys with offices in Houston, Texas, or any of them, to purchase or, failing purchase, to cause to be filed and prosecuted proceedings in eminent domain under chapter 21 of the property Code against all owners and lien holders of the fee simple title (exclusive of the title to the oil, gas and other minerals, or any, in and under and that may be produced there from but including all interest in the adjoining streets, easements and rights of way, of any) in the following lots and blocks in the Velasco Townsite of the City of Freeport, in Brazoria County:

Block 61	Lot 1	Block 581	Lot 17
Block 517	Lot 1	Block 609	Lot 8
Block 545	Lot 3	Block 609	Lot 20
Block 576	Lot 1	Block 617	Lot 16

Block 576	Lot 2	Block 647	Lot 11
Block 654	Lot 2	Block 684	Lot 15
Block 654	Lot 10	Block 684	Lot 16
Block 655	Lot 3		
Block 655	Lot 17		
Block 655	Lot 20		

Nat Hickey stated that the project of acquiring 3500 lots in the Urban Renewal area had begun in 1966. The area is between Skinner Street and Velasco Boulevard by North Ave. F. alley and the railroad, undeveloped, no infrastructure, no road, no utilities. He advised Council that enormous amount of correspondence was mail by registered receipt letters to owners. The correspondence not acknowledged or answered. Seventeen lots were left, ownerships in five lots refuse to sell, some want up to \$5,000 for a 25 foot lot. The lots value at \$100.00 by the Appraisal District.

Wright Gore, III, 301 W. Brazos stated that four year ago the City had tried to take his family business by the same proceedings of Eminent Domain and that it should be unlawful for Urban Renewal Agency to take this property from their owners. He opposed the proceedings and told Council it was pure cowardness on their part.

Larry Shaefer asked why the tax delinquent properties had not been put on the Sheriff sale.

Councilman Saccomanno stated that this resolution was important for future development and motioned to approved Resolution No. 2008-2168, seconded by Councilman Smith, with all present voting 3 to 2, Council approved the above resolution. Mayor McDonald and Councilman Cameron opposed.

Consideration of the approval of Resolution No. 2008-2169 amending authorized representatives with TexPool Services.

On a motion by Councilman Smith, seconded by Councilwoman Garcia, with all present voting "aye", Council unanimously approved Resolution No. 2008-2169 amending authorized representatives (Bob Welch) with TexPool Services.

Public Hearing: Discussion regarding Centerpoint Energy Entex rate increase.

Mayor McDonald opened the public hearing at 6:57 p.m. regarding Centerpoint Energy Entex rate increase.

Gary Beverly explained that on April 7th, 2008, Council passed Resolution 2008-2167 suspending (90 days) the effective date of the rates and tariffs contained in the Statement of Intent filed with the city on March 6, 2008 by CenterPoint Energy Entex to increase gas rates and authorized the City to join the Texas Coast Utilities Coalition.

The Council discussed the following reasons to deny CenterPoint request to increase rates;

- a. The Statement of Intent fails to provide sufficient information to justify the requested increase in rates or to justify the changes set forth in the attached tariffs.
- b. The requested increase in rates puts more of the cost for the base rate increase on low-use residential customers who often are in the worst position to absorb such cost increase; and
- c. The requested asks that a rate mechanism to be continued or expanded which provides a disincentive to reducing costs and becoming more productive or efficient and does not provide for meaningful review of annual rat requests.
- d. The proposed tariff included a surrender of the City's original jurisdiction to set rates and this would require citizens to go to the Rail Road Commission office in Austin in order to voice their opinions.

Their being no further questions or comments, Mayor McDonald closed the public hearing at 7:01 p.m.

Consideration of the approval of Ordinance No. 2008-2196 denying the rate increase proposed by Centerpoint Energy Resources Corporation D/B/A Centerpoint Energy Entex, authorizing participation in a coalition of cities known as Texas Coast Utilities Coalition, authorizing the hiring of lawyers and rate experts.

On a motion by Councilman Cameron, and seconded by Councilman Saccomanno, with all present voting "aye", Council unanimously approved Ordinance No. 2008-2196 denying the rate increase proposed by CenterPoint Energy Resources Corporation D/B/A CenterPoint Energy Entex, authorizing participation in a coalition of cities known as Texas Coast Utilities Coalition, authorizing the hiring of lawyers and rate experts.

Consideration of the approval of Ordinance No. 2008-2197 amending Division (B) of Section 71.21 of the Code of Ordinances of said City, which establishes the prima facie speed limit for school crossing zones of 20 miles per hour, to adjust the times therein specified for each such zone to the current needs of each school.

On a motion by Councilman Smith, seconded by Councilwoman Garcia, with all present voting "aye", Council approved Ordinance No. 2008-2197 amending Division (B) of Section 71.21 of the Code of Ordinances of said City, which establishes the prima facie speed limit for school crossing zones of 20 miles per hour, to adjust the times therein specified for each such zone to the current needs of each school.

Consideration of the approval of Ordinance No. 2008-2198 amending Division (A) of Section 113.07 of the Code of Ordinances of said City revise the definitions of on-premises sign and off premises sign and to add a definition of changeable electronic variable message sign (CEVMS) ; amending Division (B) of said section 113.07 to add as item (13) a prohibition against changeable

electronic variable message signs (CEVMS), whether on-premises or off-premises.

Mr. Shaw stated unless the City takes immediate action, you may have signs that look like giant color TV screens dominating the City's appearance.

On a motion by Councilman Smith, seconded by Councilwoman Garcia, with all present voting 4 to 1, Council approved Ordinance No. 2008-2198 amending Division (A) of Section 113.07 of the Code of Ordinances of said City to revise the definitions of on-premises sign and off premises sign and to add a definition of changeable electronic variable message sign (CEVMS) ; amending Division (B) of said section 113.07 to add as item (13) a prohibition against changeable electronic variable message signs (CEVMS), whether on-premises or off- premises. Councilman Cameron opposed.

Consideration of the approval to authorize Chief Pynes to sign a Memorandum of Agreement with Freeport LNG to provide Emergency Response Service during increased MARSEC levels.

On a motion by Mayor McDonald, seconded by Councilman Cameron, with all present voting "aye", Council unanimously approved Chief Pynes recommendation to sign a Memorandum of Agreement with Freeport LNG to provide Emergency Response Service during increased MARSEC levels.

Consideration of the approval of a commercial tax abatement application for Freeport Welding & Fabricating, Inc., Phase III, 200 North Navigation Blvd, Freeport, Texas.

On a motion by Councilwoman Garcia, seconded by Mayor McDonald to approve a commercial tax abatement application for Freeport Welding & Fabricating Inc., Phase III, 200 North Navigation Blvd., Freeport Texas and set June 2nd, 2008 for a public hearing.

Consideration of the approval of authorizing the Mayor to sign an Interlocal Cooperation Contract with the Port Freeport and the City of Freeport.

On a motion by Councilman Cameron, seconded by Councilman Smith, with all present voting "aye", Council approved authorizing the Mayor to sign an Interlocal Cooperation Contract with Port Freeport and the City of Freeport.

Consideration of the approval of selling the City's interest on Block 100, Lot 5, Freeport Townsite, known as 815 West Broad.

On a motion by Councilman Saccomanno, seconded by Councilman Smith, with all present voting "aye", Council approved selling the City's interest on Block 100, Lot 5, Freeport Townsite, known as 815 West Broad.

Consideration of the approval of selling the City's interest on Block 6, South 1/2-of Lot 18, Freeport Townsite, known as 502 E. 7th Street.

On a motion by Councilman Saccomanno, seconded by Councilman Cameron, with all present voting "aye", Council approved selling the City's interest on Block 6, South 1/2 of Lot 18, Freeport, Townsite, known as 502 E. 7th Street.

Consideration of the approval of selling the City's interest on Block 779, Lot 1 & 2, Velasco Townsite, known as 1622-1624 North Ave. Q.

On a motion by Councilman Cameron, seconded by Councilwoman Garcia, with all present voting "aye", Council approved selling the City's interest on Block 779, Lot 1 & 2, Velasco Townsite, known as 1622-1624 North Ave. Q.

Consideration of the approval of selling the City's interest on BCIC 14, Lot 13-14, A-49, Velasco Heights Annex, known as 1717 -1721 Yellowstone.

On a motion by Councilman Cameron, seconded by Councilman Smith, with all present voting "aye", Council approved selling the City's interest on BCIC 14, Lot 13-14, A-49, Velasco Heights Annex, known as 1717-1721 Yellowstone.

Consideration of the approval of selling the City's interest on Block 7, Lot 8, Freeport Townsite, known as 727 West 11th Street.

On a motion by Councilman Cameron, to sell the City's interest on Block 7, Lot 8, Freeport Townsite, known as 727 W. 11th Street, motion died due to lack of second.

Consideration of the approval of selling the City's interest on Block 7, Lot 11, Southview Gardens Subdivision, known as 715 West 11th Street.

On a motion by Councilman Smith, seconded by Councilman Saccomanno, with all present voting 3 to 2, Council denied selling the City's interest on Block 7, Lot 11, Southview Gardens Subdivision, known as 715 W. 11th Street. Mayor McDonald and Councilman Cameron opposed.

Elected Official Report

Councilman Saccomanno's wife participated in the evacuation drill with the Senior Citizens. He attended the 5K Flapjack Run on April 26, 2008 and the Urban Renewal Agency meeting on April 30, 2008.

Councilwoman Garcia wished Happy Birthday to Chief Stanford. The Council members and audience sang to him.

Mayor McDonald, Councilman Smith, and Councilman Cameron, attended the Cinco de Mayo event at the Freeport Municipal Park on May 3rd, 2008.

Mayor McDonald closed the formal session and opened the work session at 7:48 p.m.

Work Session

Administration Report

No report.

Discussion regarding financials for 2nd Quarter for Fiscal Year 2007-2008.

Gary Beverly presented a PowerPoint presentation of financials for the 2nd Quarter for Fiscal Year 2007-2008.

Discussion regarding the closure, abandonment and sale of Caldwell Street right of way from Front Street to the townsite levee, within Velasco Townsite.

The City received a request regarding an interest in the purchase of this property. The City would have to abandon some right of ways if Council decides to sell. Councilman Saccomanno asked if the right of way was necessary to have access to the levee. Mayor McDonald and Councilman Cameron suggested the City keep access for maintenance.

Mr. Beverly agreed that it needed further study.

Discussion regarding the closure, abandonment and sale of Groce Street right of way from Mystery Harbor Lane to the townsite levee, within Velasco Townsite.

It is Council's wanted to study this item further.

Mayor McDonald opened the Executive Session at 8: 20 p.m.

Executive Session:

- A. Deliberations concerning the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee, to wit:

City Manger

Adjourn

On a motion by Councilman Saccomanno, seconded by Councilman Cameron with all present voting "aye", the meeting was adjourned at 9:12 p.m.

Delia Munoz
City Secretary

Larry L. McDonald
Mayor

AN ORDINANCE OF THE CITY OF FREEPORT, BRAZORIA COUNTY, TEXAS, MAKING CERTAIN FINDINGS OF FACT REGARDING AND CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE ANNUAL ELECTION HELD IN WARDS A AND C OF SAID CITY ON THE 10TH DAY OF MAY, 2008, FOR THE PURPOSE OF ELECTING PERSONS TO COUNCIL POSITION A AND COUNCIL POSITION C ON THE CITY COUNCIL OF SAID CITY, EACH BEING ELECTED FOR A TWO (2) YEAR TERM; PROVIDING FOR RATIFICATION AND CONFIRMATION OF THE ACTION TAKEN BY THIS ORDINANCE BY THE MAYOR OF SAID CITY; AND PROVIDING AN EFFECTIVE DATE FOR THIS ORDINANCE.

BE IT ORDAINED AND ORDERED, RESPECTIVELY, BY THE CITY COUNCIL AND MAYOR OF THE CITY OF FREEPORT, BRAZORIA COUNTY, TEXAS:

SECTION ONE--Scope of Ordinance

This ordinance relates to the annual election called by Ordinance No. 2008-2185 of the City of Freeport, Brazoria County, Texas, heretofore read, passed, adopted and ratified on January 22, 2008, by the City Council and Mayor of said City ordaining and ordering, respectively, that such an election be held in Wards A and C of said City on the second Saturday in May, 2008, to-wit, the 10th day of May, 2008, for the purpose of electing to office persons to fill the offices of Council Position A and Council Position C on the City Council of said City, each person to be elected to a two (2) year term.

SECTION TWO--Findings of Fact Regarding Election

The Mayor and City Council of the City of Freeport, Texas, make the following findings of fact and conclusions of law with respect to said election, to-wit:

First, that notice of said election was given in the manner and at the time required by law.

Second, that said election was duly called and held in the manner and at the time required by law, and said Ordinance No. 2006-2111 and that only qualified voters were permitted to vote at said election.

Third, that based on the election returns of said election, which are now before the Mayor and City Council and which are found to be in due form and order and to have been regularly made as required by law, at said election a total of 167 votes were cast in the Ward A election and 159 votes were cast in Ward C election.

Fourth, that the following named candidates received the number of votes set opposite their names, to-wit:

<u>NAME</u>	<u>POSITION</u>	<u>TOTAL VOTES</u>
CLAN ALLEN CAMERON	COUNCIL POSITION A	97
JOHN SMITH, III	COUNCIL POSITION C	70
RON WISE	COUNCIL POSITION C	89

Fifth, that the following named person received the number of write-in votes for the position set opposite her name:

M. KENT	COUNCIL POSITION A	70
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Sixth, Section 5.05 of the Home Rule Charter of the City of Freeport provides that election to office shall be by plurality.

SECTION THREE--Declaring the Results of Election

The Mayor and City Council of the City of Freeport, Texas, hereby declare and ordain, respectively, that CLAN ALLEN CAMERON and RON WISE have been elected for a two (2) year term each to Council Position A and Council Position C on the City Council of the City of Freeport, Texas, respectively, and that, upon filing the signed statement and taking the Constitutional Oath of Office as required by Article 16, Section 1 of the Texas Constitution, each such person shall be entitled to said office for such term and until his successor shall have been duly elected and qualified according to law.

SECTION FOUR--Ratification and Confirmation by Mayor

By signing this ordinance, the undersigned Mayor of the City of Freeport, Texas, hereby ratifies and confirms as his action all matters herein above recited which by law come within his jurisdiction.

SECTION FIVE--Effective Date

This ordinance shall be effective immediately upon its passage and adoption.

READ, PASSED AND ADOPTED this _____ day of May, 2008.

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.Ord\08Election-Canvass

AN ORDINANCE OF THE CITY OF FREEPORT, BRAZORIA COUNTY, TEXAS, MAKING CERTAIN FINDINGS OF FACT REGARDING AND CANVASSING THE RETURNS AND DECLARING THE RESULTS OF A CHARTER AMENDMENT ELECTION HELD IN AND THROUGHOUT SAID CITY ON THE 10TH DAY OF MAY, 2008, ON THE QUESTION OF THE ADOPTION OF SIX (6) AMENDMENTS TO THE HOME RULE CHARTER OF SAID CITY; PROVIDING FOR RATIFICATION AND CONFIRMATION OF THE ACTION TAKEN BY THIS ORDINANCE BY THE MAYOR OF SAID CITY; PROVIDING FOR THE FILING OF A CERTIFIED COPY OF THIS ORDINANCE WITH THE SECRETARY OF STATE AND PROVIDING AN EFFECTIVE DATE FOR THIS ORDINANCE.

BE IT ORDAINED AND ORDERED, RESPECTIVELY, BY THE CITY COUNCIL AND MAYOR OF THE CITY OF FREEPORT, BRAZORIA COUNTY, TEXAS:

SECTION ONE--Scope of Ordinance

This ordinance relates to the charter amendment election called by Ordinance No. 2008-2186 of the City of Freeport, Brazoria County, Texas, heretofore read, passed, adopted and ratified on January 22, 2008, by the City Council and Mayor of said City ordaining and ordering, respectively, that such an election be held in and throughout the said City on the second Saturday in May, 2008, to-wit, May 10, 2008, for the purpose of permitting the qualified electors of said City to vote for or against the adoption of six (6) amendments to the Home Rule Charter of said City.

SECTION TWO--Findings of Fact Regarding Election

The Mayor and City Council of the City of Freeport, Texas, make the following findings of fact with respect to said election:

First, that notice of said election was given in the manner and at the time required by law.

Second, that said election was duly called and held in the manner and at the time required by law, and said Ordinance No. 2008-2186, read, passed and adopted on January 22, 2006, and that only qualified voters were permitted to vote at said election.

Third, that based on the election returns of said election, which are now before the Mayor and City Council and which are found to be in due form and order and have been regularly made as required by law.

Fourth, at said election the following listed amendments received the total votes "for" and "against" set opposite the numbered amendment:

<u>AMENDMENT NO.</u>	<u>FOR</u>	<u>AGAINST</u>
AMENDMENT NO. ONE	249	138
AMENDMENT NO. TWO	301	81
AMENDMENT NO. THREE	194	177
AMENDMENT NO. FOUR	300	64
AMENDMENT NO. FIVE	285	82
AMENDMENT NO. SIX	288	81

SECTION THREE--Declaring the Results of Election

The Mayor and City Council of the City of Freeport, Texas, hereby declare, order and ordain, respectively, that the following amendments have been duly adopted and are now a part of the Home Rule Charter of the City of Freeport, Texas:

AMENDMENT NUMBER ONE

Subsection 3.04 of the Home Rule Charter of the City of Freeport is amended to read as follows:

"Section 3.04. Compensation

The Mayor shall receive a monthly compensation of \$200.00 and the other members of the City Council shall receive a monthly compensation of \$100.00 each. The Mayor and each of the other members of the City Council shall also receive an additional \$25.00, payable monthly, for each posted meeting of the City Council attended by them. Any expenses incident to holding office incurred by any member of the City Council shall also be reimbursed upon presentment of receipt or other proof of payment."

AMENDMENT NUMBER TWO

The first paragraph of Section 4.04 of the Home Rule Charter of the City of Freeport be amended to read as follows:

"Section 4.04. Director of Finance

The City Manager shall appoint a competent person as Director of Finance and such assistants as the City Council shall deem advisable. The Director of Finance shall perform the duties delegated to him by the City Manager and those which may be imposed upon municipal treasurers or finance directors by the laws of the State of Texas."

AMENDMENT NUMBER THREE

The second paragraph of Section 4.04 of the Home Rule Charter of the City of Freeport is renumbered and amended to read as follows:

"Section 4.04A. Multiple Duties

The duties of the City Manager, City Secretary, Tax Assessor and Collector and Director of Finance may be performed by the same individual."

AMENDMENT NUMBER FOUR

Section 5.06 of the Home Rule Charter of the City of Freeport is amended to read as follows:

"Section 5.06. Laws Governing City Elections

In the event of a conflict, the laws of the State of Texas and of the United States governing general and municipal elections shall prevail over the provisions of this charter."

AMENDMENT NUMBER FIVE

The third and fourth sentences of Section 6.02 of the Home Rule Charter of the City of Freeport be amended to read as follows:

"In the case of the Mayor, such petition shall be signed by a number of the qualified voters of the City equal in number to at least fifty-one (51%) of the number of votes cast at the last regular municipal election of the City but in no event less than two hundred (200) petitioners. In the case of the other members of the City Council, such petition shall be signed by a number of the qualified voters residing in the single member district or ward from which such member was elected equal to at least fifty-one (51%) of the number of votes cast at the last regular municipal election held in such single member district or ward but in no event less than one hundred (100) petitioners."

AMENDMENT NUMBER SIX

The last sentence of Section 8.02 of the Home Rule Charter of the City of Freeport is amended to read as follows:

"Any ordinance or resolution authorizing expenditures for such extensions of utilities or services beyond the City limits shall be submitted to the qualified voters of the City if requested in accordance with Section 7.03 of this Charter."

SECTION FOUR--Notice to the Secretary of State

A certified copy of this ordinance shall be sent by the City Secretary to the Secretary of State.

SECTION FIVE--Effective Date

This ordinance shall be effective immediately upon its passage and adoption.

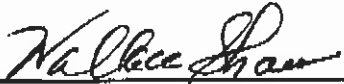
READ, PASSED AND ADOPTED this _____ day of May, 2008.

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.Ord\08Charter Election-Canvass

City of Freeport Annual General Election — Unofficial Brazoria County — Joint Election — May 10, 2008

Page 1 of 2

05/10/2008 08:25 PM

Total Number of Voters : 8,129 of 164,243 = 4.95%
 Number of District Voters: 435 of 5,535 = 7.86%

Precincts Reporting 38 of 72 = 52.78%
 District Precincts Reporting 5 of 5 = 100.00%

Pg. 665

Party	Candidate	Early	Election	Total
City Council Position A, Vote For 1				
	Chen Allen Cameron	56	41	97
	M Kent (W)	26	44	70
				97 58.08%
				70 41.92%
				82 94.25%
				85 97.70%
				167 95.98%
				0 0.00%
				0 0.00%
				2 2.30%
				7 4.02%
City Council Position C, Vote For 1				
	John Smith, III	30	40	70
	Ron Wise	61	28	89
				70 44.03%
				89 55.97%
				91 97.85%
				68 98.55%
				159 98.15%
				0 0.00%
				0 0.00%
				1 1.45%
				3 1.85%
Amendment Number One, Vote For 1				
	Yes	143	106	249
	No	74	64	138
				249 64.34%
				138 35.66%
				217 92.34%
				170 85.00%
				387 88.97%
				0 0.00%
				0 0.00%
				30 15.00%
				48 11.03%
Amendment Number Two, Vote For 1				
	Yes	164	137	301
	No	46	35	81
				301 78.80%
				81 21.20%
				210 89.36%
				172 86.00%
				382 87.82%
				0 0.00%
				0 0.00%
				28 14.00%
				53 12.18%
Amendment Number Three, Vote For 1				
	Yes	117	77	194
	No	86	91	177
				194 52.29%
				177 47.71%
				203 86.39%
				168 84.00%
				371 85.29%
				0 0.00%
				0 0.00%
				32 13.62%
				64 14.71%

**City of Freeport Annual General Election — Unofficial
Brazoria County — Joint Election — May 10, 2008**

Page 2 of 2

Total Number of Voters : 8,129 of 164,243 = 4.95%
Number of District Voters: 435 of 5,535 = 7.86%

Precincts Reporting 38 of 72 = 52.78%
District Precincts Reporting 5 of 5 = 100.00%

05/10/2008 08:25 PM

Pg. 666

Party	Candidate	Early	Election	Total
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Amendment Number Four, Vote For 1				
Yes		165 82.09%	135 82.82%	300 82.42%
No		36 17.91%	28 17.18%	64 17.58%

Cast Votes:	201 85.53%	163 81.50%	364 83.68%
Over Votes:	0 0.00%	0 0.00%	0 0.00%
Under Votes:	34 14.47%	37 18.50%	71 16.32%

Amendment Number Five, Vote For 1

Yes		159 77.94%	126 77.30%	285 77.66%
No		45 22.06%	37 22.70%	82 22.34%

Cast Votes:	204 86.81%	163 81.50%	367 84.37%
Over Votes:	0 0.00%	0 0.00%	0 0.00%
Under Votes:	31 13.19%	37 18.50%	68 15.63%

Amendment Number Six, Vote For 1

Yes		158 76.33%	130 80.25%	288 78.05%
No		49 23.67%	32 19.75%	81 21.95%

Cast Votes:	207 88.09%	162 81.00%	369 84.93%
Over Votes:	0 0.00%	0 0.00%	0 0.00%
Under Votes:	28 11.91%	38 19.00%	66 15.17%

In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Affiant

SWORN TO and subscribed before me by affiant on this _____ day of _____, _____.

Signature of Person Administering Oath

(Seal)

Printed Name

Title

*See Reverse Side
for Instructions
Revised August 1999*

Form #2204

PLEASE TYPE OR PRINT LEGIBLY
PROVIDE ALL REQUESTED INFORMATION

STATEMENT OF ELECTED/APPOINTED OFFICER

(Pursuant to Tex. Const. art. XVI, §1(b), amended 2001)

I, _____, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

Date

Officer's Signature

Position to Which Elected/Appointed

City and/or County

TO ALL PERSONS IN INTEREST, CITIZENS, CORPORATIONS, AND FIRMS, THEIR AGENTS AND ATTORNEYS, AND TO ALL PERSONS, FIRMS, AND CORPORATIONS OWNING ANY INTEREST IN LAND LOCATED WITHIN THE CORPORATE LIMITS OR EXTRATERRITORIAL JURISDICTION OF THE CITY OF FREEPORT, BRAZORIA COUNTY, TX

N O T I C E

A public hearing will be held on Monday, the 19th day of MAY, 2008, at 6:30 o'clock, p.m., central standard time, at the Municipal Courtroom of the Freeport Police Department Building located at 430 North Brazosport Boulevard, in the City of Freeport, in Brazoria County, Texas, at which time and place the City Council of said city will conduct a public hearing during which they will consider the adoption of a proposed amendment to the rules governing plats and the subdivision of land within the jurisdiction of said city contained in Chapter 154 of the Code of Ordinances thereof, such proposed amendment being designed to promote the health, safety, morals and general welfare of said city and the safe, orderly and healthful development thereof by amending Section 154.01 of said Code of Ordinances to add a definition of extraterritorial jurisdiction and by amending Division (A) of Section 15.04 of said Code to substitute for the phrase "within five miles" the phrase "within the extraterritorial jurisdiction" and to add at the end of such division a provision allowing for an agreement with Brazoria County, Texas, regarding platting in the extraterritorial jurisdiction of said city.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS,
made on the 21st day of APRIL, 2008.

DELIA MUÑOZ
Delia Muñoz, City Secretary,
City of Freeport, Texas

NOTE: This notice should be published in the Brazosport Facts ONE (1) time only at least ten (10) full days prior to the date of the public hearing.

ORDINANCE NO. 2008-2201

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; CONTAINING FINDINGS OF FACTS; AMENDING SECTION 154.01 OF THE CODE OF ORDINANCES OF SAID CITY TO ADD A DEFINITION OF EXTRATERRITORIAL JURISDICTION AND BY AMENDING DIVISION (A) OF SECTION 15.04 OF SAID CODE TO SUBSTITUTE FOR THE PHRASE "WITHIN FIVE MILES" THE PHRASE "WITHIN THE EXTRATERRITORIAL JURISDICTION" AND TO ADD AT THE END OF SUCH DIVISION A PROVISION ALLOWING FOR AN AGREEMENT WITH BRAZORIA COUNTY, TEXAS, REGARDING PLATTING IN THE EXTRATERRITORIAL JURISDICTION OF SAID CITY; PROVIDING THAT ANY PERSON VIOLATING SAID CODE, AS AMENDED BY THIS ORDINANCE, SHALL BE GUILTY OF A MISDEMEANOR AND ASSESSED A FINE IN ACCORDANCE WITH THE PROVISIONS OF SECTION 10.99 OF SAID CODE OF ORDINANCES; PROVIDING THAT EACH DAY ANY SUCH VIOLATION CONTINUES SHALL CONSTITUTE A SEPARATE OFFENSE; CONTAINING SAVINGS CLAUSES; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS DESCRIPTIVE CAPTION HAS BEEN PUBLISHED TWICE IN THE BRAZOSPORT FACTS.

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, Sections Section 212.002 of the Local Government Code and Section 8.01 of the Home Rule Charter of the City authorize the City Council thereof to adopt the provisions of this Ordinance.

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

First, the City Council of the City makes the following finding of facts:

(1) That on the same day as but prior to the adoption of this ordinance, a public hearing was held on the subject matter hereof.

(2) That notice of the date, time, place and subject matter of such public hearing was published once in the Brazosport Facts, the official newspaper of the City and a newspaper having a general circulation therein.

(3) That the adoption of this ordinance is necessary to the health, safety, morals and general welfare of the said the City and the safe, orderly, and healthful development thereof.

Second, Section 154.01 of the Code of Ordinances of the City is hereby amended to add thereto, in its alphabetical sequence, the following definition:

"EXTRATERRITORIAL JURISDICTION. The area adjacent to the City as determined under Chapter 42 of the Local Government Code."

Third, Division(A) of Section 15.04 of said Code of Ordinances is hereby amended to read as follows:

"(A) All land within the City not subdivided into lots, blocks and streets, or within the extraterritorial jurisdiction of the City, shall be laid out under the direction of the Planning Board, subject to the approval of the City Council, and no other subdivision will be recognized by the City. Provided, however, prior to the consideration of a plat by the Planning Board, the City Engineer shall check the plat and make recommendations concerning the same. Provided, further, the City may enter into and, from time to time, amend an agreement with the County regarding the regulation of plats within the City's extraterritorial jurisdiction as permitted by Chapter 242 of the Local Government Code."

Fourth, any person violating the Code of Ordinances of the City of Freeport, Texas, as amended by this ordinance, shall be guilty of a misdemeanor and upon conviction therefor assessed a fine as prescribed in Section 10.99 of said Code; and each day such violation continues and each part of any day any such violation occurs shall constitute a separate offense.

Fifth, 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.

Sixth, this ordinance is cumulative of and in addition to all other ordinances of the City on the same subject and all such ordinances are hereby expressly saved from repeal. Provided however, where this ordinance and another ordinance conflict or overlap, whichever imposes the more stringent regulations or penalties, as the case may be, shall prevail.

Seventh, no offense committed and no fine, forfeiture or penalty incurred prior to the effective date of this ordinance is to be affected by the adoption of this ordinance but the punishment for any offense committed and the recovery of any fines or forfeitures incurred prior to such date shall take place as if this ordinance had not been adopted.

Eighth, 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.

Ninth, this ordinance shall take effect and be in force from and after the descriptive caption of this ordinance has been published twice in the Brazosport Facts, the official newspaper of the City.

READ, PASSED AND ADOPTED this ____ day of _____, 2008.

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

C:\Freeport.Ord\SubdivisionReg-AmnOrd

INTEROFFICE MEMORANDUM

TO: GARY BEVERLY, CITY MANAGER
FROM: LARRY FANSHER, PUBLIC WORKS
SUBJECT: RECOMMENDATION TO SIGN INTERLOCAL
AGREEMENT WITH BRAZORIA COUNTY STORM
WATER QUALITY COALITION MEMBERS FOR A
REGIONAL STORM WATER MANAGEMENT PROGRAM
DATE: 5/14/2008

It is the recommendation that the City of Freeport join Brazoria County Storm Water Quality Coalition member entities in to signing an Interlocal Agreement for a Regional Storm Water Management Program and associated permit application forms for the Texas Pollutant Discharge Elimination System Phase II Storm Water Discharge Permit, which is required by TCEQ in TPDES General Permit TXR040000 issued August 13, 2007.

Please find attached a copy of the proposed Interlocal Agreement for your review. The agreement provides the scope of services and outlines an estimated cost for funding initiatives over the term of the permit which is required of coalition member entities to operate this Federal and State mandated program.

**INTERLOCAL AGREEMENT FOR A REGIONAL STORM WATER
MANAGEMENT PROGRAM**

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

WHEREAS, the Parties, which consist of the City of Lake Jackson, the City of Clute, the City of Alvin, the City of Angleton, the City of Freeport, the City of Richwood, Brazoria County (hereinafter called "Entities"), and Velasco Drainage District, Angleton Drainage District, Brazoria County Conservation and Reclamation District 3, and Brazoria County Drainage District 4 (hereinafter called "Districts"), agree that it would be advantageous to develop and implement a regional storm water management program and associated permit application forms for the Texas Pollutant Discharge Elimination System Phase II Storm Water Discharge Permit, which is required by TCEQ in TPDES General Permit TXR040000 issued August 13, 2007; and

WHEREAS, the governing bodies of each party find that the subject of this agreement is necessary for the benefit of the public, and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this agreement; and

WHEREAS, the governing bodies of each party find that the performance of this agreement is in the common interest of all parties.

NOW THEREFORE, BE IT RESOLVED that the parties, pursuant to Chapter 791 of the Texas Government Code (Interlocal Cooperation Act) each acting through their respective governing bodies, hereby enter into this Interlocal Agreement.

I. RECITALS

All the recitals and preambles hereinabove stated are found to be true and correct and are incorporated herein and made a part of this agreement.

II. PURPOSE

The purpose of this agreement is to develop and implement a regional storm water management program (SWMP) and associated permit application forms for the Texas Pollutant Discharge Elimination System (TPDES) Phase II Storm Water Discharge Permit (the Project).

III. SCOPE OF SERVICES

(a) Each Entity and District agrees to pay a proportionate share of the cost of every expense incurred in performing the Project. Estimated costs are attached as Exhibit A. Each Entity and District understands that the proportionate costs shall increase or decrease as parties join or withdraw from this Agreement.

(b) Each Entity and District shall appoint one representative to the steering committee. Decisions to develop and implement the project shall be by a majority decision of the steering committee.

(c) Brazoria County will be responsible for drafting agreements related to consulting services necessary to implement the project. The agreements will be submitted to the steering committee before Brazoria County executes the agreements.

(d) All Entities and Districts will have an opportunity to review and provide input to the permit application and submittals prior to submission to TCEQ.

(e) Brazoria County will bill monthly the Entities/Districts for their share of the cost for implementation of the SWMP.

(f) All of the Entities and Districts shall pay said bill within 30 days of receipt.

IV. TERM OF AGREEMENT

The Effective Date of this Agreement is June 1, 2008.

This Agreement will be in effect for one year from the Effective Date hereof and will be considered automatically renewed for each succeeding year. This Agreement shall not be renewed past August 13, 2012.

V. AMENDMENTS

Amendments may be made to this Agreement upon the approval of the governing body of each Entity and District.

VI. WITHDRAWING FROM OR JOINING AGREEMENT

A party may withdraw from this Agreement, following a vote of its governing body, provided it has notified the steering committee of such action in writing at least 60 days before its intended withdrawal date. Withdrawal shall not relieve any Entity or District of any obligation incurred prior to the withdrawal.

Additional political subdivisions may become parties to this Agreement by first obtaining endorsement by the steering committee, approving the terms and conditions of this Agreement, providing funding support that shall be determined by the steering

committee, providing a certified copy of a resolution or order by the political subdivision's governing body indicating its consent to join this Agreement, and affixing hereto the signature of its authorized representative indicating the date of approval of this Agreement by said entity.

VII. TERMINATION

This Agreement may be dissolved at any time by the written consent of a majority of the parties. In the event of the dissolution of the Agreement, whether voluntary or involuntary or by operation of law. Any funds remaining after payment of the debts and obligations accrued pursuant to this Agreement shall be returned to the Entities and Districts on an equal basis.

VIII. CURRENT REVENUES

Each party shall pay for the performances of services under this agreement from current revenues.

IX. DISCRIMINATION

No one, on the grounds of race, creed, color, national origin, disability, age, or gender, shall be subject to discrimination in the performance of this Agreement.

X. FORCE MAJEURE

Neither Party shall be deemed in violation of this Agreement if it cannot perform any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, act of God, acts of the public enemy, acts of superior governmental authority, riots, rebellion, sabotage, or other circumstances for which it is not responsible or which is not within its control.

XI. MISCELLANEOUS PROVISIONS

- a) **Venue:** Venue for any lawsuit involving this agreement shall be in Brazoria County, Texas.
- b) **Choice of Law:** This Agreement is governed by the laws of the State of Texas.
- c) **Entire Agreement:** This agreement constitutes the entire agreement between the Entities and Districts, and all negotiations and all understandings between the Parties are merged herein. The terms and conditions of this agreement specifically replace and supersede any prior discussions, terms, documents, correspondence, conversations, or other

written or oral understanding not contained herein or specifically adopted by reference.

- d) **Exhibits:** All exhibits are attached and are incorporated into the agreement.
- e) **Partial Invalidity:** If any term, provision, covenant, or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- f) **Survival:** Any provisions which by their terms survive the termination of this agreement shall bind its legal representatives, heirs, and assigns as set forth herein.
- g) **Assignment:** The Parties shall not assign, transfer, or encumber any right or interest in this agreement, in whole or in part, without prior written approval of the other Party.
- h) **Benefits:** This agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their heirs, legal representative, executors, administrators, successors, and assigns.
- i) **Amendments:** This agreement can be supplemented and/or amended only by a dated written document executed by both parties.
- j) **Gender:** Words of any gender used in this agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.
- k) **Multiple Copies:** This agreement may be executed in multiple counterparts each of which constitutes an original.
- l) **Article and Section Headings:** The Article and Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this agreement.
- m) **Misspelled Words:** Misspelling of one or more words in this agreement shall not void this agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

This agreement shall take effect upon execution by all signatories.

CITY OF LAKE JACKSON

By _____

Title _____

Date _____

CITY OF ALVIN

By _____

Title _____

Date _____

CITY OF FREEPORT

By _____

Title _____

Date _____

BRAZORIA COUNTY

By _____

Title _____

Date _____

ANGLETON DRAINAGE DISTRICT

By _____

Title _____

Date _____

CITY OF CLUTE

By _____

Title _____

Date _____

CITY OF ANGLETON

By _____

Title _____

Date _____

CITY OF RICHWOOD

By _____

Title _____

Date _____

VELASCO DRAINAGE DISTRICT

By _____

Title _____

Date _____

BRAZORIA COUNTY CONSERVATION AND RECLAMATION DISTRICT 3

By _____

Title _____

Date _____

BRAZORIA COUNTY DRAINAGE DISTRICT 4

By _____

Title _____

Date _____

Exhibit A
Estimated Annual Costs

INTEROFFICE MEMORANDUM

TO: GARY BEVERLY, CITY MANAGER
FROM: LARRY FANSHER, PUBLIC WORKS
SUBJECT: PARKS BOARD RECOMMENDATION TO LEASE AND
RE-OPEN ANTONELLI'S
DATE: 5/14/2008

The Freeport Beautification/Parks & Recreation Committee has been approached by Ms. Tina Robledo who represents Championship Box Club of Freeport. This non-profit organization is requesting permission to open Antonelli's Root Beer Stand.

The facility has sat empty since the 1990's when it was occasionally utilized by civic groups or leased to individuals for brief periods to sell root beer floats, ice cream and other assorted concession type products.

Antonelli's Root Beer Stand is considered a city landmark of historical significance. It has been the hopes of the Freeport Beautification/Parks & Recreation Committee over the years to see Antonelli's re-opened for operation. The philosophy of past parks board members and city councils were to lease out the structure for a nominal fee to make it more attractive and encourage an individual or organization to open the facility to the general public.

After review and consideration, it is the Beautification/Parks & Recreation Committee's recommendation to the city council to allow Championship Boxing Club to open Antonelli's Root Beer Stand where they propose to sell concession stand food items that would include ice cream and root beer floats. Their stated purpose for opening the facility is to give them an opportunity to raise funds for their youth boxing program. The Parks Board's suggestion is that the organization is required to meet all health department operating requirements and the facility be managed by an adult person at all times which the organization has agreed to do.

Please find a proposed agreement attached. The verbiage and requirements are similar to previous lease agreements that date back as early as the mid 1990's.

To: Freeport Municipal Park Board

From: Tina Robledo: Founder of Championship Boxing Club

Date: May 13, 2008

Subj: Proposal for lease of Antonelli's Root Beer Stand

Championship Boxing Club's purpose is to provide a supervised and structured environment for the children of Freeport, Texas and the surrounding communities with a positive alternative for after school activities to help keep them "off the streets". The club was founded by Tina Robledo four years ago out of her garage with five boxers and one trainer. The club has now grown to approximately 30 boxers and 6 trainers and is located in downtown Freeport.

One of the biggest issues facing the club is finding ways to raise money to continue operations and give the kids the experience they deserve. This is partly because of the tremendous growth Championship Boxing has experienced, and because of the ambitious plans for further growth and retained membership. The club has been fortunate enough to gain some sponsors and to host a few successful fundraising events in the past. These sponsors and events have enabled the organization to get the much-needed training equipment, host 2 competitive boxing events, and to travel across the region to have boxers compete in other events.

Championship Boxing now wants to look at proactive terms of raising money through a consistent means rather than reactive approaches such as fundraisers. We are proposing to open and operate Antonelli's Root Beer stand located at the entrance to the Freeport Municipal Park. The club feels this would be a great way to raise money throughout the year in addition to its sponsorships and fundraisers in order to create a more dependable revenue source for the organization. Championship Boxing is requesting the assistance of the Freeport Municipal Park Board; such that the Board leases the stand to Championship Boxing Club for at least a minimum period of six months.

Championship boxing has budgeted to pay a \$25 for the six month lease, and \$150 per month for electricity. The club intends to offer a basic menu consisting of drinks, floats, ice cream, candy, popcorn, nachos, hot dogs, snow cones, chips, pickles, etc. The stand would be staffed mainly by volunteers from the club. The hours of operation would be:

Sunday – Wednesday: 2pm – 7pm

Thursday – Saturday: 12pm – 7pm

**Extended hours during special events such as fishing fiesta

Championship Boxing Club believes that opening Antonelli's will benefit the city of Freeport due to the fact that it is a landmark for the city. It also will benefit the youth in the area to have a place to go and get a bite to eat at an affordable price. Due to Antonelli's location, the customers will be encouraged to spend some leisure time in the park while they enjoy their snack. The true

area where this benefits the city is by providing a means of fundraising for an organization that is fighting to keep kids involved in positive extracurricular activities. Much of the youth in the area who are not involved in school related extracurricular activities find themselves facing decisions that can lead down terrible paths of destruction if they happen to make the wrong choice. The stand is a great way for these at risk kids to meet some of the members of our boxing club and yet another form of recruitment for our organization; in addition to the funds raised through the stand to better the club.

After the initial six month lease is up, Championship Boxing would like to lease the stand for year for \$50. The money raised from the stand will be used for new training equipment to keep the boxers competitive, gas money to take the boxers to out of town events, hotel accommodations, recruitment activities, etc.

Thank you for your consideration of this proposal and we look forward to doing business with you in the near future.

In Pursuit of a Better Tomorrow:

Tina Robledo
Owner

THE STATE OF TEXAS

X

COUNTY OF BRAZORIA

X

LEASE OF REAL PROPERTY

PARTIES: This Lease agreement made and entered into by and between the CITY OF FREEPORT, TEXAS, a municipal corporation, hereinafter designated Lessor, and TINA ROBLEDO, hereinafter designated Lessee, whereby Lessor leases unto Lessee the property lying and situated in the Freeport Municipal Park, within the incorporated limits of the City of Freeport, in Brazoria County, Texas, known as "Antonelli's Root Beer Stand", and the movable personal property now located therein, such movable personal property being described in Exhibit "A" attached hereto and made a part hereof.

TERM: The term of this Lease is six (6) months, to begin on the 1st day of June, 2008, and ending on the 31st day of December, 2008.

RENTAL: Lessee agrees to pay to Lessor at the City Hall, 200 West Second Street, Freeport, Texas, the sum of Twenty-Five and no/100 (\$25.00) Dollar, without demand, on or before the 31st day of May, 2008.

USE OF PREMISES; HOURS: Lessee agrees to use the demised premises for the retail sale of food and beverages and for no other purpose. Lessee agrees to open for business for a minimum of twenty (20) hours per week.

PROHIBITED USE OF PREMISES: Lessee hereby covenants not to make or allow to be made by any person whomsoever any unlawful, improper or offensive use of the premises hereby demised, including but not being limited to all applicable health and fire codes. Further, Lessee agrees not to possess, sale or offer for sale any alcoholic beverages on the premises.

REPAIRS BY LESSEE: Lessee acknowledges that she has fully inspected the demised premises and on the basis of such inspection, Lessee hereby accepts the demised premises and the building and improvements situated thereon, as suitable for the purposes for which same are leased, in their present condition, with such changes therein as may be caused by reasonable deterioration between the date hereof and the commencement date of this Lease. Lessee shall throughout the term of this Lease take good care of the demised premises, including the building and other improvements located thereon, keep them free from waste or nuisance of any kind, and make all necessary repairs not to exceed \$250.00. All repairs in excess of such amount shall be made by Lessor, who shall have the option of either making such repairs or terminating this lease. At the end or other termination of this Lease, Lessee shall deliver up the demised premises with all improvements located thereon in good repair and condition, reasonable wear and tear and damage by fire, tornado or other casualty only excepted.

ASSIGNMENT ETC., PROHIBITED: Lessee shall not assign, sublease, mortgage or pledge this Lease, nor rent any part of the demised premises without the prior written consent of Lessor.

LAWS: Lessee agrees to comply with all laws, rules and orders of Federal, State and Municipal Governments and all of their departments applicable to the demised premises.

INSURANCE: Lessee agrees to obtain and maintain at Lessor's expense during the term of this lease a policy of public liability insurance in the amount of \$100,000.00 per individual and \$300,000.00 in the aggregate with the Lessor named as an additional insured.

INDEMNITY: Lessee agrees to indemnify and save harmless the Lessor and the officers, agents and employees of Lessor 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 condition hereof on the part of Lessee. Except as provided above, the Lessor shall not be liable for any injury or damage to persons or property happening in or about the demised premises, including but not being limited to the persons and property of Lessee, her employees and invitees, and the Lessee agrees to indemnify and save harmless the Lessor and the officers, agents and employees of Lessor from any liability therefor. The Lessee shall indemnify and hold harmless the Lessor of and from any and all damages or liability for anything arising from or out of the condition of the premises or the occupancy thereof by the Lessees.

ALTERATIONS: The Lessee shall not make any alterations, additions, or improvements to the demised premises without the prior written consent of the Lessor. All fixtures, alterations, additions and improvements put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the demised premises as a part thereof at the termination of this Lease.

ENTRY: The Lessor by representative shall have the right to enter the demised premises at all reasonable times to inspect and examine demised premises. Lessee shall not be entitled to any abatement or reduction of rent by reason thereof.

SIGNS: Lessee shall not place any signs or objects on the roof or any part of the exterior of the building, nor place any signs, umbrellas, or other movable personal property on the sidewalks, parking lots, driveways or exterior of the building located on the demised premises.

NOTICE: Any demand to be made or notice to be given hereunder to Lessee 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 Lessee at the demised premises or at such other address as Lessee may by separate writing designate. Notice to Lessor shall be given to its City Manager at the place specified above for the payment of rent.

MORTGAGES: Lessee shall not mortgage, pledge or otherwise hypothecate any movable personal property listed on Exhibit "A".

WAIVER: NO WAIVER AT ANY TIME OF THE RIGHT TO TERMINATE THIS LEASE SHALL IMPAIR THE RIGHT OF THE LESSOR TO INSIST UPON SUCH TERMINATION IN THE EVENT OF SUBSEQUENT BREACH OR DEFAULT BY LESSEE, 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 LESSOR MAY HAVE, THE LESSOR MAY APPLY FOR AND OBTAIN AN INJUNCTION OR USE ANY OTHER LEGAL PROCESS TO ENFORCE THE RIGHTS OF THE LESSOR.

UTILITIES: Lessee shall pay all charges incurred for any utility services used on the demised premises, and shall furnish all electric light bulbs and tubes. Provided, however, until a separate meter for electric service is installed, Lessee agrees to reimburse Lessor for electric service furnished to the premises at the rate of \$150.00 per month.

TAXES: Lessee agrees to pay before they become delinquent all ad valorem taxes and assessments lawfully levied or assessed against the demised premises or any movable personal property listed on Exhibit "A" and to furnish Lessor a receipt evidencing such payment within five (5) days after such payment is made.

FIRE CLAUSE: In the event that the premises hereby demised, or the building of which the same is a part, shall be damaged by fire, the elements, civil disorder, or other casualty, the Lessor shall have the option of either rebuilding or repairing or terminating this lease.

BANKRUPTCY: In the event that the assets of the Lessee shall become subject to the jurisdiction of the bankruptcy court, voluntary or involuntary, or should the Lessee make a voluntary assignment for the benefit of creditors, or in the event that a receiver for the Lessee shall be appointed, then, at the option of the Lessor and upon ten (10) days notice of the Lessee or the representative of the Lessee, this Lease shall cease and come to an end.

REMOVING CLOUD FROM TITLE: Upon the expiration of this Lease or upon its termination during the existence hereof pursuant to its terms, Lessee covenants to execute, acknowledge and deliver to Lessor at the cost of Lessee such written instruments evidencing the same as Lessor may require. Further, IT IS EXPRESSLY AGREED that an affidavit reciting the facts of such expiration or termination when recorded in the Public Records of the county wherein the above described property is located shall be prima facie evidence of the truth of the statements contained in such affidavit.

PEACEABLE SURRENDER OF PREMISES: Upon the expiration or termination of this lease according to its terms, Lessee will peaceably yield up to Lessor, all and singular, the demised premises, and any future erections or additions made thereto during the existence of this Lease, in good and tenantable repair and condition in all respects, reasonable use and wearing thereof and damage by accidental fire or inevitable accident only excepted.

HOLDING OVER: IT IS AGREED AND UNDERSTOOD that any holding over by the Lessee of the hereby demised premises at the expiration of this Lease shall operate and be construed as a tenancy at will.

DEFAULT BY LESSEE: In the event that the Lessee shall default in the prompt payment of rent when the same is due, or shall violate or omit to perform any of the provisions of this Lease herein contained, or in the event that the Lessee shall abandon the premises or leave them vacant, Lessor may at the opinion of Lessor send written notice of such default, violation or omission to the Lessee, and unless Lessee shall have completely cured or removed said default within ten (10) days after the sending of such notice, Lessor may thereupon re-enter the demised premises, take possession of said premises and remove all of Lessee's property therefrom and cancel this Lease. In the event the Lessee shall continue to hold the demised premises, after demand therefor by Lessor, at the termination of this Lease or after default or breach of this Lease by Lessee, then the Lessor shall be entitled to institute and maintain a Forcible Entry and Detainer suit in the Justice of the Peace Court and obtain a writ of possession for the demised premises.

CONSTRUCTION AND PLACE OF PERFORMANCE: Whenever the context so requires, the singular shall include the plural number, and conversely, and the masculine shall include the feminine and neuter genders. This Lease shall be performable in Brazoria County, Texas, and shall be governed by the law of Texas.

INTEGRATION, PARTIAL INVALIDITY AND BINDING EFFECT: IT IS EXPRESSLY AGREED AND UNDERSTOOD that this Lease contains all agreements, representations, covenants and warranties, expressed or implied, relative to the operation and demise of the above described property, and the price therefor, and no prior agreement, if any, shall be binding upon the parties hereto unless contained herein. In the event any provision of this Lease is declared invalid for any reason by any court, such invalidity shall not affect the remaining provisions of this Lease but effect shall be given to the intent manifest by the portion held invalid or inoperative. This lease shall be binding upon the parties hereto as well as their respective heirs, executors, administrators, successors and assigns.

EXECUTED in duplicate original copies this the ___ day of _____, 2008.

THE CITY OF FREEPORT, TEXAS, Lessor

By _____
Larry McDonald, Sr., Mayor

ATTEST:

Delia Muñoz, City Secretary

Tina Robledo, Lessee

\Freeport\Antoneli-2Lease

Park/Council Special Request Form

Council Meeting Date _____
 Name of Organization Freeport Host Lion's Club
 Name of Event 61st Fishin' Fiesta
 Date of Event July 2 - 6th
 Type of Event _____

On behalf of the organization I represent I am requesting your permission to allow us to do the following in Municipal Park:

The Parks Department has reviewed the noted requests. We forward our recommendations for your consideration and approval.

- | | | | | |
|---|-------|-----|-------|----|
| <input checked="" type="checkbox"/> Sell alcohol on specified date | _____ | yes | _____ | no |
| security provided by: <u>Alvin P.D.</u> | | | | |
| <input checked="" type="checkbox"/> Have a public dance | _____ | yes | _____ | no |
| Provide own agency to be used: <u>yes</u> | _____ | | | |
| <input checked="" type="checkbox"/> Erect temporary fencing | _____ | yes | _____ | no |
| _____ Charge a general admission fee | _____ | yes | _____ | no |
| _____ Close or use lanes on streets within the City
(see map attached showing affected streets.) | _____ | yes | _____ | no |
| <input checked="" type="checkbox"/> Have fireworks display | _____ | yes | _____ | no |
| _____ Other: _____ | _____ | yes | _____ | no |
| _____ Other: _____ | _____ | yes | _____ | no |

Thank you for your assistance

Sincerely,



 Organization Representative

1-28-08
 Date

Thank you.

Sincerely,



 Director-Parks & Recreation

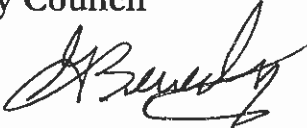
2/7/08
 Date



Council

MEMORANDUM

To: Mayor and City Council

From: Gary Beverly 

Re: Propane Tank – 93 Dolphin Lane Bridge Harbor

Date: May 19, 2008

The following agenda item determines whether you want to issue a license for a propane tank, which is already constructed, (see pictures) placed on the City's utility easement.

I had the fire marshal do a review of the location (Attached is his findings). Also attached is an email from a concerned citizen and the sight plan.

If you have any questions, let me know!



FREEPORT FIRE & EMS

P.O. BOX 1063

FREEPORT, TEXAS 77542

Ph: (979) 233-2111 • Fax: (979) 233-4103

**JOHN A. STANFORD, JR.
FIRE/EMS CHIEF**

**CHRISTOPHER D. MOTLEY
DEPUTY FIRE/EMS CHIEF**

**BILLYWAYNE SHOEMAKER
EMS COORDINATOR**

**TO: Gary Beverly
City Manager**

**FROM: Christopher D. Motley
Deputy Fire & EMS Chief / Fire Marshal**

DATE: April 30, 2008

RE: 93 Dolphin, Freeport, Texas 77541

Background: On April 23, 2008, Fire & EMS Chief John A. Stanford, Jr. informed me that a review of the above address was request by Mr. Gary Beverly, City Manager. A complaint was received from the neighbor about an emergency generator and propane tank located in the front of the house that was not properly installed. I was informed the complaint was referred to the Doug Caffey, Building Official. Doug Caffey referred this complaint to the Fire Marshal because it was stated this complaint was about flammable gas storage (propane storage). Fire Chief John Stanford, Jr. was informed by me that this issue should have been answered by the Building Official. The International Building Code and the International Fire Code have the same fire protection chapters. Also the Texas Railroad Commission provides the regulations for this type of product and storage standards.

I performed a site inspection of the above property at 1300 Hrs. The property is identified as a single family residential structure. This property is new construction and is currently under construction. This residential structure is a site built home on stilts located in the Bridge Harbor subdivision. The site was photographed for documentation. Measurements of the propane were taken during the site inspection. The measurement from the residential structure to the propane tank is ten feet. The distance from the propane tank to the end of the concrete driveway was fifteen feet. I inspected the entire subdivision to determine if natural gas utilities are provided. It was determined that natural gas services are not provided to the Bridge Harbor subdivision.

I requested submitted document from the Building Official's Office to determine what plan reviews were performed.

On April 24, 2008, the requested documents were received from the Building Official's Office to perform a plan review.

On April 28, 2008, a plan review was performed on the submitted drawings and permits on file in the Building Official's Office. Prior to this plan review, a plan review by the Fire Marshal was not performed. I do not recall this particular new construction project, unless Mr. Caffey can reference a particular conversation about this property. The Fire Marshal's plan review developed the following requirements or questions:

- Building numbers are required and must be visible from the roadway.
- Vehicle protection shall be provided for the propane tank storage. Location of storage tank needs to be ten feet from the house and the property line.
- A fire extinguisher is required in the kitchen.
- Can a propane tank be located in the City of Freeport easement?

The following permits were issued by the Building Official's Office:

- 4/11/07 Building – Replace bulkhead
- 9/25/07 Building – New construction
- 9/25/07 Doug Caffey approved the drawings.
- 10/2/07 Electrical
- 1/7/08 Plumbing – Luycx Plumbing
- 3/19/08 Building Permit – renewal of the new construction permit

In reviewing the submitted drawings and permits filed in the Building Official's office, this issue of propane storage on the property should have been addressed prior to 1/7/08. Submitted drawings need to have a set of site plans. Site plans provides a birds eye view of the overall project. Typical commercial structures submit this type of drawing. It appears that residential drawings need the same rules applied to provide a through review of the property. It appears a site plan was provided but I am unable to determine the author and date of the submitted drawings.

On April 29, 2008, I met with Dwight Allen, Freeport Streets Department, to determine the City of Freeport easement for the roadway. It was confirmed by Nat Hickey the easement is sixty feet. In the site inspection, the propane storage tank is located at least five feet into the easement. I contacted Nat Hickey for his interpretation of the location of the propane tank with relation to the City of Freeport easement. Mr. Hickey referred me to Mr. Wallace Shaw for a legal interpretation. Also, I spoke to Doug Caffey, Building Official, with no opinion provided because it was not defined in the zoning ordinance.

I contact William Howard, the property owner, to request a copy of the site survey performed on the lot.

Research into the International Building Code referenced the International Mechanical Code and the International Fire Code. Additional research was conducted on the internet on the Texas Railroad Commission website. The LP gas industrial was referenced to NFPA 58. NFPA 58 was reviewed and the propane tank storage was located in the proper location. The propane tank installation is in compliance under current standards, except vehicle impact protection.

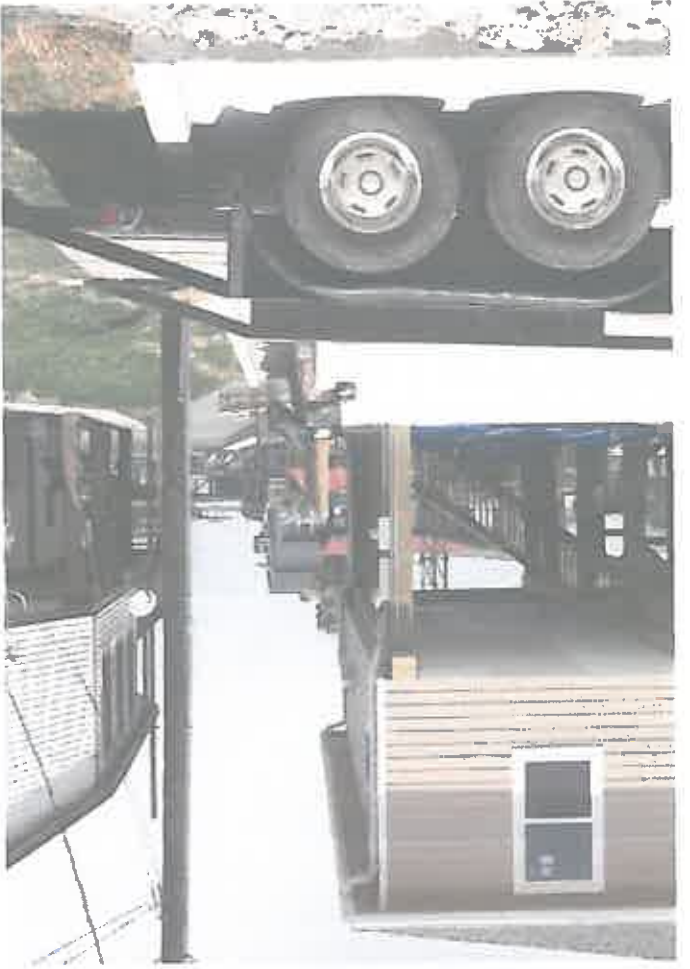
On April 30, 2008, I contact Mr. Wallace Shaw, City Attorney, about the propane tank being located in the City of Freeport easement. Mr. Shaw stated that Mr. Hickey needs to prepare a request for a license to place the propane tank in the City of Freeport easement.

Conclusion:

The following items need to be addressed to meet minimum fire protection requirements, building code standards and zoning requirements.

- Building numbers are required and must be visible from the roadway.
- Vehicle protection shall be provided for the propane tank storage. Location of storage tank needs to be ten feet from the house and the property line.
- A fire extinguisher is required in the kitchen.
- Apply for a license from the City of Freeport to place the propane storage tank in the City of Freeport easement. The license must be approved prior to using propane utility services. This license should have been approved prior to issuing a building permit.
- Site plans need to provide by a license engineer with the original drawings. The site plans will display the property lines, easements, and utilities on the property and the relationship of the building and building services.











Gary Beverly

From: Wessels, Mark (MK) [MKWessels@dow.com]
Sent: Wednesday, April 23, 2008 12:43 PM
To: Gary Beverly; norwoo_17@hotmail.com; josmi510@aol.com
Subject: RE: 93 Dolphin

Gary,

The issue is that the propane tank is in the city easement. For the Howard's to build out onto the easement beyond the street side setback limits with their staircase, a variance was required. For them to put additional construction into this area is not right. Permit or not the tank is illegal. No variance was granted for this. The tank is 15 feet from the roadway and in the city right of way!

Think about it from our perspective. I get a variance for a staircase for safety reasons. Does this mean I have the legal right to put anything else I want into the easement. The answer is clearly NO! The neighborhood does not want this and want it's immediate removal.

The entire problem is that they bought to small of a lot and are pushing the limits of the law and the City of Freeport is simply turning and looking the other way. While we as the immediate neighbors are left with no say in the matter.

Why we are frustrated:

1. Construction should have never been allowed on the set backs to the property lines.
2. A 4 foot wall was what the Howard's told the city they were going to build. Now its 6.5 feet tall. Where was Doug to make them accountable?????!!
3. Tons of dirt washed into the canal during this construction. The neighbors will be left to foot the expense to dredge it out.
4. Now an illegal propane tank sets in the easement with no variance.
5. When original variance request sent only a few immediate neighbors ever got it. We would have tried to stop this then.

This is simply why I ran for city council last year. The city is turning a blind eye on the law abiding, tax paying residents of Bridge Harbor and allowing these type of things to go on.

Thanks for looking into this.

Please be aware that I am so frustrated with the Howard's and their construction issues and that this e-mail is simply part of this frustration.

Your Friend.
Mark

From: Gary Beverly [mailto:gbeverly@freeport.tx.us]
Sent: Wednesday, April 23, 2008 11:21 AM
To: Wessels, Mark (MK)
Subject: FW: 93 Dolphin

Mark:

I questioned Doug Caffey related to your concerns in this matter. He told me that a permit was issued for the house which would normally cover the propane tank.

I've also got Chris Motley our Fire Marshall planning to come out this afternoon to review what's going on and what (if anything) might be done.

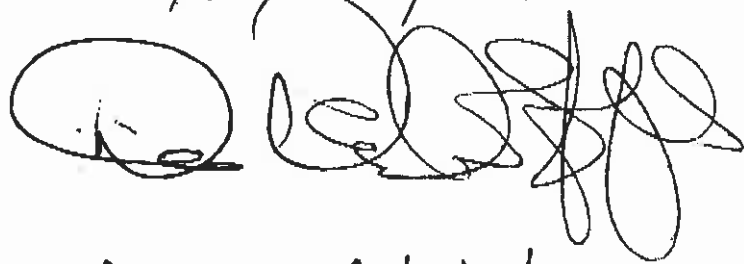
Gary Beverly
City Manager

5/1/08

To Whom It May Concern:

This is a request from Brazosport Yellow Cab to be added to the agenda for the next City Council meeting, to discuss a rate increase.

Thank You,

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and flourishes.

233-4444

NON-EMERGENCY NOTICE OF ADDENDUM

This notice is posted pursuant to the Texas Open Meetings Act (Chapter 551, Government Code)

The City Council of the City of Freeport, Texas, will hold a regular meeting beginning at 6:00 o'clock, p. m., on Monday, May 19, 2008, at the Police Department Municipal Courtroom, 430 North Brazosport Boulevard, Freeport, Texas. The following is a non-emergency addendum to the agenda of such meeting.

- 14A. Consideration of the approval of a lease of Antonelli's Root Beer Strand to Tina Robledo and authorizing the Mayor to sign and the City Secretary to attest the same.**

I certify that the above addendum was posted on the official bulletin board/glass door of City Hall, facing the rear parking lot of the building, with a 24 hour a day public access, 200 West Second Street, Freeport, Texas, on May ____, 2008, at ____ o'clock, p.m.

**Delia Munoz, City Secretary
City of Freeport, Texas**