

**NOTICE OF PUBLIC MEETING
THE FREEPORT CITY COUNCIL
MONDAY, DECEMBER 17TH, 2012, 6:00 P.M.
FREEPORT MUNICIPAL COURT ROOM
FREEPORT POLICE DEPARTMENT, 430 NORTH BRAZOSPORT BLVD.
FREEPORT, TEXAS**

**AGENDA
FORMAL SESSION**

1. Call to order.
2. Invocation.
3. Pledge of Allegiance.
4. Consideration of approving the December 3, 2012 Council Minutes. Pg. 757-761
5. Attending citizens and their business.
6. Consideration of approving an appraisal of and adoption of Ordinance No. 2012-2031 closing, abandoning and selling to the sole adjoining landowner that portion of East Brazos right-of-way adjacent to the north boundaries of Lots 1 thru 4, Block 16, Freeport Townsite. Pg. 762-776
7. Consideration of approving and signing a replat for Osbaldo Levario and Ms. Maria D. Rodriguez on Block 501, Lots 17, 18, 19, Velasco Townsite, known as 11 North Ave. A.
8. Consideration of approving Resolution No. 2012-2404 adopting Local Fair Housing Policies and Practices to comply with the City's previously approved fair housing action plan. Pg. 777-778
9. Consideration of approving Resolution No. 2012-2405 adopting procedures related to the recording and reporting of fair housing complaints in accordance with the adopted fair housing activity plan. Pg. 779-780
10. Consideration of approving and extending the current agreement with Waste Management for waste collection services.
11. Consideration of approving and authorizing the Mayor to sign an Interlocal Agreement for Regional Stormwater Management Program. Pg. 781-785
12. Consideration of approving and authorizing the City Manager to sign a Letter of Intent with Skymark Development Company, Inc. to pursue a development agreement on the Urban Renewal Tract area project.

Executive Session:

Section 551.071, Government Code

Consultation with City Attorney concerning pending or contemplated litigation, settlement offers or other matter in which his duty to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Government Code, to wit:

- Regarding pending legations and contractual agreements:

Industrial District Agreement

Hospice Negotiations

Adjourn

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 Americans 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 meeting. Please contact the City Secretary office at 979-233-3526.

I, Delia Munoz 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 West 2nd Street, Freeport Texas, December 14, 2012 at or before 5:00 p.m.

Delia Munoz - City Secretary
City of Freeport, Texas

State of Texas

County of Brazoria

City of Freeport, Texas

BE IT REMEMBERED, that the City Council, Planning Commission, Economic Development Corporation, and Urban Renewal Board met on Monday, December 3rd, 2012 at 6:00 p.m. at River Place, 733 Mystery Harbor Lane, for the purpose of considering the following agenda items:

City Council: Norma M. Garcia
Michelle Kent
Fred Bolton
Sandra Loeza
Sandra Barbree

Staff: Jeff Pynes, City Manager
Gilbert Arispe, Asst. City Attorney
Delia Munoz, City Secretary
Wallace Shaw, City Attorney
Nat Hickey, Property Manager
Brian Davis, Fire Chief
Ty Morrow, Police Chief
Larry Fansher, Parks Director

Planning Commission: Edward T. Garcia
Reuben Cuellar
Tobey Davenport
Eddie Virgil

Urban Renewal: Nat Hickey
John F. Schults, Jr.
Annette Sanford
Ken Tyner
Raul Ramirez

Economic Development Corp.: Brooks Bass
James A. Barnett, Jr.
Kenny Kouches
Lila Diehl
Mingo Marquez, Jr.
Willie Garcia
Roy Yates

Visitors:

Lila Lloyd
Sandra Shaw
Jim Pirrung
Stoney Burke
Joyce Adkins
Alice Crow
Troy Brimage
Gary Woodring
Desiree Pearson
Chas Starkey
Evelyn Burrige
Sandra Shaw
Gary Crabtree
S. T. Stein
Steve Epperley
Ron Wise
Melanie Oldham
Lamar Jordan

Jerry Meeks
Wayne Shaw
Dorothy Pirrung
George Beamon
Diane Williams
Richard Crow
Ralph David
Bobby Durate
Tom Pearson
Glenda Fansher
Moby Burrige
Shirley Theriot
B. J. Stephan
Alan Kolodny
Loren Hayes
Shannon Daughtry
Alvie Merrill
Jerry Masters

Call to order.

Mayor Garcia established a quorum with the Planning Commission, Urban Renewal Board, and Economic Development Corporation, and opened the meeting at 6:00 p.m.

Invocation.

Wallace Shaw offered the invocation.

Pledge of Allegiance.

Kenny Kouches led the Pledge of Allegiance.

Consideration of approving the November 19 & November 26, 2012 Council Minutes.

On a motion Councilwoman Kent, seconded by Councilwoman Barbree, with all present voting "aye", Council unanimously approved the November 19 & November 26, 2012 Council Minutes.

Attending citizens and their business.

There were none.

Consideration of approving a request from Will Brooks, Parade Chairman of the 27th Annual Dr. Martin Luther King Jr. Celebration Parade to close portions of the following streets that intersect with Cherry Street, East & West Park, 2nd Street to Hwy. 288-B to the Freeport Municipal Park, Saturday January 19th, 2013 from 8:00 a.m. to 10:00 a.m., finishing the Rally at the Freeport Municipal Park.

On a motion Councilwoman Kent, seconded by Councilwoman Loeza, with all present voting "aye", Council unanimously approved a request from Will Brooks, Parade Chairman of the 27th Annual Dr. Martin Luther King Jr. Celebration Parade to close portions of the following streets that intersect with Cherry Street, East & West Park, 2nd Street to Hwy. 288-B to the Freeport Municipal Park, Saturday January 19th, 2013 from 8:00 a.m. to 10:00 a.m., finishing the Rally at the Freeport Municipal Park.

Consideration of approving Ordinance No. 2012-2030 designating the intersection of Varner and Ave. Q as a 4 way stop intersection and authorizing the City Manager to erect the appropriate stop sign at such intersection.

On a motion Councilwoman Kent, seconded by Councilwoman Loeza, with all present voting "aye", Council unanimously approved Ordinance No. 2012-2030 designating the intersection of Varner and Ave. Q as a 4 way stop intersection and authorizing the City Manager to erect the appropriate stop sign at such intersection

Consideration of approving a Conditional Sale Agreement with Agreement with Yamaha for golf carts for the Freeport Municipal Course and authorizing the City Manager to sign the same.

On a motion by Councilman Bolton, seconded by Councilwoman Kent, with all present voting "aye", Council unanimously approved a three year agreement with Yamaha for golf carts for the Freeport Municipal Golf Course and authorizing the City Manager to sign the same.

Work Session:

Presentation of the Freeport Urban Renewal Development submitted proposal.

Mr. Jeff Pynes presented Council with a Power Point presentation of the inception of Urban Renewal Development from 1890 to present. He reviewed the regional population statistics. Since 1960 the City has had a stagnant population growth. In 1980 the City showed a decline of population. To this date the site remains undeveloped and decades of missed opportunities. Current appraisal value is \$3,350 per acre x 327= \$ 1,100,000.00. The Developer has proposed to purchase the Urban Renewal Tracts for \$ 1,200,000.00. Proposing residential development details and commercial warehousing or buildings. Mr. Clinton Wong with Skymark Development stated that the development will drive demand for other developments which would necessitate looking at other housing, commercial, and hotel opportunities to support the project.

Mr. James Barnett with the Economic Development spoke in regard of the project, hoping to see more residential in the Urban Renewal Tract. The plan proposed for mixed uses; industrial, commercial and residential. It is his opinion we can do better, would like to see an alternative plan. In 2001 a proposed plan called for 427 roof tops, 50' lots, and a park. He asked Council to consider an alternative plan for possibilities for developing.

Roy Yates with the Economic Development reminded Council that that the City had received only one bid and to reject it would make no sense.

Brooks Bass with the Economic Development informed Council that Dow Chemical Plant, BASF, Freeport LNG and Conoco – Phillips were expanding and investing in the area. There will be an increase demand for housing.

Tobey Davenport stated that there is housing shortage. He suggested proceeding with caution.

Alvie Murrell stated that he has been an Urban Renewal Board member and encouraged Council not to pass up the opportunity.

Dr. Manny Sanchez a veterinary in Freeport commented that 50% of his business comes from Freeport. He loves coming to work in Freeport. A beautiful city that has landscaping, flowers, and trees. You have to give them a reason to live in Freeport.

Troy Burrige has a business in Freeport. The City has a good Fire Department and Police Department. He advises Council to negotiate, not to walk away from the opportunity.

Stoney Burke has lived in Freeport since 1963. He loves the area and favors the proposal.

Diane William retired school teacher, stated to Council to take the necessary time, and to be realistic.

Bobby Duarte stated to Council that Freeport is a good place to live. He has a good business and would like to see it grow.

Lila Lloyd questioned the map on details of residential and commercial areas.

Louie Jones and Tom Zirlott is in favor of the project.

Steve Stein suggested to go forward, nobody will agree but to compromise.

Melanie Oldham questioned the industrial/warehouse storing.

Mr. Clinton Wong stated that he has 30 years in development. The property is near to Union Pacific Railroad, with the opportunity for rail service to support development. City utilities are in place. The plan provides approximately 261 acres of land for mixed use of light industrial/warehouse development. The western area of the property will provide 25 acres for residential opportunities, producing approximately 100 jobs during construction. The estimated value from the development is over \$10 million. The industrial portion of the project will provide approximately 500 jobs during construction. After development the estimated value of the land is approximately 160 million dollars representing a large increase in the appraisal roll for the city. Mr. Wong stated the plan is subject to adjustments, it was not set in stone.

Councilwoman Barbree thanked Mr. Clinton Wong and stated to audience that Council had Freeport's best interest at heart.

Presentation of Roy Yates on the Freeport Marina dry stack building.

Roy Yates of the Economic Development Committee reported that the final drawings from the engineering firm Golden Giant Building Co., needed a minor change before going out for bids. He had the drawings for anyone to review.

Adjourn

On a motion by Councilwoman Kent, seconded by Councilwoman Barbree, with all present voting "aye", Council adjourned the meeting at 7:45 p.m.

Mayor Norma Garcia
City of Freeport, Texas

City Secretary – Delia Munoz
City of Freeport, Texas

ORDINANCE NO. 2012-2031

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, ABANDONING CLOSING AN UNUSED PORTION OF THE RIGHTS-OF-WAY FOR THAT PORTION OF THE PUBLIC STREET SHOWN ON THE PLAT OF THE FREEPORT TOWNSITE AS EAST BRAZOS OPPOSITE LOTS 1 THROUGH 4, BLOCK, BLOCK 16, AND AUTHORIZING THE MAYOR AND CITY SECRETARY TO EXECUTE AND ATTEST, RESPECTIVELY, AND THE MAYOR TO ACKNOWLEDGE AND DELIVER TO BRIARWOOD HOLDINGS, LLC, THE SOLE ABUTTING PROPERTY OWNER, SUCH ABANDONED AND CLOSED RIGHT-OF-WAY FOR THE FAIR MARKET VALUE THEREOF DETERMINED BY THE APPRAISAL ATTACHED HERETO; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, BRIARWOOD HOLDINGS, LLC, a Texas Limited Liability Company ("the Applicant"), is the sole owner of all property abutting upon the hereinafter described right-of-way within the incorporated limits of the City of Freeport, in Brazoria County, Texas ("the City"); and,

WHEREAS, the Applicant has petitioned the City Council of the City to close and abandon such right-of-way and convey the same to the Applicant; and,

WHEREAS, the abandoning of such right-of-way would be in the public interest and would benefit the public by allowing the improvement of the real property included in such right-of-way, placing such property on the tax roll of the City and eliminating the obligation of the City to maintain the same; and,

WHEREAS, an appraisal of such right-of-way has been obtained in order to determine the fair market value thereof, a copy of such appraisal being attached hereto and incorporated herein by reference.

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

First, the City Council of the City finds and declares that the findings of fact and conclusions of law set forth in the preamble to this ordinance are true and correct.

Second, the public street right-of-way located within the corporate limits of the City of Freeport, in Brazoria County, Texas, described as that portion of East Brazos opposite Lots 1 through 4, Block 16, of the Freeport Townsite, according to the map or plat thereof recorded in Volume 2, page 95 of the Plat Records of said county, is hereby closed and abandoned.

Third, upon the payment by the Applicant to the City the fair market value therefor indicated by the above mentioned appraisal, the Mayor and City Secretary are hereby authorized to execute and attest, respectively, and the Mayor to acknowledge and deliver to the Applicant, a Special Warranty Deed conveying such closed and abandoned right-of-way to the Applicant; but reserving all necessary easements for utility lines, cables, poles and mains presently in use or that may, in the sole discretion of the City, be required in the future. Provided, however, with the consent of the City Manager and the appropriate officials of all affected utility companies furnishing public utilities within the City, the easement reserved herein may be released by the Mayor, or in his absence, the Mayor Pro-Temp, if all lines, cables, poles and mains then existing are relocated to another duly established easement at the expense of the Applicant.

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 its passage and adoption.

READ, PASSED AND ADOPTED this _____ day of _____, 2001.

**Norma Moreno Garcia, 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**

C:\Freeport.Ord\Close Portion E Brazos-Ord

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, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto BRIARWOOD HOLDINGS, LLC, a Texas Limited Liability Company, hereinafter called GRANTEE, the following described real property lying and situated in the County of Brazoria and State of Texas, to-wit:

The public street right-of-way located within the corporate limits of the City of Freeport, in Brazoria County, Texas, described as that portion of East Brazos opposite Lots 1 through 4, Block 16, of the Freeport Townsite, according to the map or plat thereof recorded in Volume 2, page 95 of the Plat Records 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; and the easement hereinafter reserved.

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; SAVE AND EXCEPT, there is hereby reserved unto Grantor, its successors and assigns, forever, all necessary easements for utility lines, cables, poles and mains presently in use or that may, in the sole discretion of the Grantee, be required in the future; provided, however, with the consent of the City Manager and the appropriate officials of all affected utility companies furnishing public utilities within the City of Freeport.

MAILING ADDRESS OF GRANTEE:

AFTER RECORDING, RETURN TO

C:\Freeport.Msc\Closed Portion E Brazos-SWD

PROPERTY MANAGEMENT

December 6, 2012

Jeff Pynes
City Manager

Closing, Abandoning and Sale of a portion
of East Brazos Right-of-Way

Re-agenda From November 19, 2012, Council Agenda, for Appraisal

Please place the following item on the December 17, 2012, Council agenda:

Discuss / consider closing, abandoning and the sale of that
portion of East Brazos right-of-way adjacent to the north
boundary of lots 1 thru 4, block 16, City of Freeport.

H. Royall Walker, Briarwood Holdings, LLC., Dallas Tx, has requested the purchase of this
right-of-way from East 2nd Street to his property line.

There is no survey or legal description of the property other than the right-of-way as defined
on the plat of the City which is on file with the County Clerk.

An appraisal was ordered from Joseph A. Fischer & Co., Inc., to determine value. A copy
of the appraisal is attached. Value and sale of the subject right-of way is as follows:

Appraised value	\$5,000.00
Appraisal fee	350.00
Deed preparation	185.00
Filing fee	16.00
Total price:	<u>\$5,551.00</u>

Zoning: W-4, Waterfront

A plat of the property, defined in yellow, is attached.


N C Hickey
Property

attach

APPRAISAL OF REAL PROPERTY

LOCATED AT:

E. Brazos ROW
E. Brazos Boulevard ROW
Freeport, Tx 77541

FOR:

City of Freeport
200 West 2nd Street
Freeport, Tx 77541

AS OF:

November 27, 2012

BY:

Joseph A. Fischer

Joseph A. Fischer & Co., Inc.
54 White Oak Ct.
Lake Jackson, Texas 77566

LAND APPRAISAL REPORT

Summary Appraisal Report

File No. 9086

Borrower N/A, Property Address E. Brazos ROW, City Freeport, County Brazoria, State Tx, Zip Code 77541, Legal Description E. Brazos Boulevard ROW, Sale Price \$ N/A, Date of Sale N/A, Loan Term N/A yrs, Property Rights Appraised Fee, Actual Real Estate Taxes \$ N/A (yr), Loan charges to be paid by seller \$ N/A, Other sales concessions N/A, Lender/Client City of Freeport, Address 200 West 2nd Street, Freeport, Tx 77541, Occupant N/A, Appraiser Joseph A. Fischer, Instructions to Appraiser

Location: Urban, Suburban, Rural; Built Up: Over 75%, 25% to 75%, Under 25%; Growth Rate: Fully Dev., Rapid, Steady, Slow; Property Values: Increasing, Stable, Declining; Demand/Supply: Shortage, In Balance, Oversupply; Marketing Time: Under 3 Mos., 4-6 Mos., Over 6 Mos.; Present Land Use: 80% 1 Family, 3% 2-4 Family, 2% Apts., 0% Condo, 6% Commercial; Change in Present Land Use: Not Likely, Likely, Taking Place; Predominant Occupancy: Owner, Tenant, 10% Vacant; Single Family Price Range: \$ 10,000 to \$ 150,000, Predominant Value \$ 40,000; Single Family Age: 55 yrs. to 75 yrs., Predominant Age 65 yrs.

Table with 4 columns: Good, Avg, Fair, Poor. Rows include Employment Stability, Convenience to Employment, Convenience to Shopping, Convenience to Schools, Adequacy of Public Transportation, Recreational Facilities, Adequacy of Utilities, Property Compatibility, Protection from Detrimental Conditions, Police and Fire Protection, General Appearance of Properties, Appeal to Market.

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): Freeport is one of four small towns (population 13,000) making up the "Brazosport" area 60 miles south of Houston. The subject neighborhood is just east of the former central business district. Surrounding land use a mixture of retail, offices, light industrial and residential. Employment centers, shopping and all levels of public schools are within ten miles.

Dimensions Approx. 70' ROW = 0.142 Sq. Ft. or Acres, Zoning classification W-4, Present Improvements do, Highest and best use Present use, Public, Gas, Water, San. Sewer, Off Site Improvements: Street Access, Surface Asphalt, Maintenance, Storm Sewer, Curb/Gutter, Sidewalk, Street Lights, Topo See comments, Size Typical for area, Shape Irregular, View Residential/Commercial/Industrial, Drainage Appears adequate, Is the property located in a HUD identified Special Flood Hazard Area? Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): The site is an undeveloped street right-of-way. The tract is level for the first 60 +/- feet, then travels up the high bank of the protection levee leaving approximately 70' x 60' or 4,200 SF of useable land. There is an electrical service line easement along the inside lower edge of the high bank. The site is zoned W-4 Waterfront Residential. It is adjacent to sites zoned W-2 Waterfront Light and M-1 Light Manufacturing.

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

Table with columns: ITEM, SUBJECT PROPERTY, COMPARABLE NO. 1, COMPARABLE NO. 2, COMPARABLE NO. 3. Rows include Address, Proximity to Subject, Sales Price, Price SF, Data Source, Date of Sale and Time Adjustment, Location, Sites/View, Sales or Financing Concessions, Net Adj. (Total), Indicated Value of Subject.

Comments on Market Data: Sales 1 and 2 are in close proximity to the subject property, but are west of Pine Street placing them within the original central business district of the City. As such, they have superior locations. Sales 3 and 4 are farther away, but each has a comparable location. Neither is on a major thoroughfare and both are surrounded by a mix of residential and commercial properties. This is the case with the subject property. The subject tract is zoned residential and has residential properties across the street. However, it is also adjacent to commercial properties giving it non-residential possibilities. The locations and potential uses of Sales 3 and 4 are considered comparable to the subject site.

Final Reconciliation: The indicated land values range is \$1.03 PSF to \$1.46 PSF. The median indicated value is \$1.16 PSF. The average indicated value is \$1.20 PSF. The weighted average indicated value based on the amount of adjustment to each sale is \$1.19 PSF. The indicated value for the subject tract is \$1.20 PSF or 4,200 +/- SF @ \$1.20 PSF = \$5,040, rounded to \$5,000. I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF November 27 2012 to be \$ 5,000

Appraiser(s) Joseph A. Fischer, Review Appraiser (if applicable) [] Dtd [] Did Not Physically Inspect, Pg. 771

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

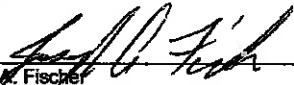
APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: E. Brazos ROW, Freeport, Tx 77541

APPRAISER:

Signature: 
 Name: Joseph A. Fischer
 Date Signed: December 02, 2012
 State Certification #: 1320173-G
 or State License #: _____
 State: Tx
 Expiration Date of Certification or License: 03/31/2013

SUPERVISORY APPRAISER (only if required):

Signature: _____
 Name: _____
 Date Signed: _____
 State Certification #: _____
 or State License #: _____
 State: _____
 Expiration Date of Certification or License: _____

Did Did Not Inspect Property

Comparable Sales Map

Lender/Client	City of Freeport				
Property Address	E. Brazos ROW				
City	Freeport	County	Brazoria	State	Tx
				Zip Code	77541
Lender	City of Freeport				



Subject Photo Page

Lender/Client	City of Freeport						
Property Address	E. Brazos ROW						
City	Freeport	County	Brazoria	State	Tx	Zip Code	77541
Lender	City of Freeport						



Subject Facing North

E. Brazos ROW
 Sales Price N/A
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Urban
 View 6,186 SF/Eff 4,200
 Site
 Quality
 Age



Subject Facing South



E. Second Street

RESOLUTION 2012-2404

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT ADOPTING LOCAL FAIR HOUSING POLICIES AND PRACTICES TO COMPLY WITH THE CITY'S PREVIOUSLY APPROVED FAIR HOUSING ACTION PLAN.

WHEREAS, The Fair Housing Action Plan requires that relevant local policies and practices be adopted and reviewed regarding their effect on affirmatively further fair housing choice.

NOW, THEREFORE, BE IT RESOLVED:

THAT the City adopts the Fair Housing Policies and Practices attached hereto and incorporated by reference.

DULY APPROVED BY THE CITY COUNCIL OF THE CITY OF FREEPORT THIS _____ DAY OF _____, 2012

APPROVED:

ATTEST:

Mayor

City Secretary

Local Fair Housing Policies and Practices

Purpose: This document describes specific steps that will be taken to affirmatively further fair housing in accordance with the adopted Fair Housing Action Plan. The Action Plan section reference follows each policy.

The City shall:

- ◆ Review long term infrastructure plans to determine if they promote racial concentrations or otherwise inadvertently results in disparate treatment of protected class members in the provision of housing (5.1).
- ◆ Ensure any fair housing implications, including those that affect persons with disabilities, are addressed in all aspects of planning when reviewing existing plans and ordinances and when developing new comprehensive plans, capital improvement programs, zoning and other land use or housing related ordinances. (5.2, 7.1, 7.2, 9.1, 9.2)
- ◆ Require senior staff, including managers and attorneys, to receive available Fair Housing training within the first 12 months of employment or engagement and long term senior staff to receive regularly updated training. Training may include, but is not limited to, in person classroom sessions, and remote viewing of fair housing presentations, videos or other materials (5.3).
- ◆ Before choosing locations for new undesirable infrastructure improvements such as wastewater treatment plants and solid waste disposal areas, consider whether such facilities are disproportionately located in or near residential concentrations of protected classes and if so consider alternative locations or establishment of formal limits. (5.5).
- ◆ Consider other sources of funding for associated housing rehabilitation activities when seeking non-entitlement CDBG grant funds for infrastructure projects in Low-to-Moderate Income (LMI) areas (5.7).
- ◆ Require compliance with the American Disabilities Act (ADA), which includes addressing legacy discrimination issues, for Disaster Recovery Round 2 infrastructure projects, and with the Texas Accessibility Standards located (TAC Title 16, Part 4, Chapter 68) relating to accessibility for persons with disabilities for any new facilities constructed with public funds. (5.8, 5.15)
- ◆ Coordinate with the Housing and Health Services Coordination Council for best practices on working with supportive services for disabled and other special needs persons (9.3).

Plans, policies, programs, ordinances, resolutions, agreements, and orders that could affect the locality's ability to affirmatively further fair housing will be reviewed using the Policy Review Record form.

This Local Fair Housing Policies and Practices document will be reviewed and revised as necessary based upon subsequent guidance or instruction provided by the State of Texas, as stated in the Fair Housing Action Plan.

RESOLUTION 2012-2405

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TO ADOPT PROCEDURES RELATED TO THE RECORDING AND REPORTING OF FAIR HOUSING COMPLAINTS IN ACCORDANCE WITH THE ADOPTED FAIR HOUSING ACTIVITY PLAN.

WHEREAS, the City must establish policies and procedures for handling Fair Housing complaints, allegations, and referrals; and

WHEREAS, the City must maintain records of all Fair Housing complaints, allegations and referrals; and

WHEREAS, the City must to refer Fair Housing complaints, allegations and referrals to the appropriate authorities.

THEREFORE BE IT RESOLVED:

THAT, the City hereby adopts the standard operating procedures for Recording and Reporting of Fair Housing Activity attached and incorporated by reference hereto; and

THAT, this resolution shall become effective immediately upon adoption.

IN CITY COUNCIL DULY PASSED this ____ day of _____, 2012.

Attest:

Approved:

City Secretary

Mayor

CITY OF FREEPORT FAIR HOUSING COMPLAINT PROCEDURE

Effective Date: [date of resolution]

PURPOSE: The City is required to have clear procedures for the complaint process and record keeping. The purpose of this procedure is to ensure timely and accurate processing and record keeping of Fair Housing activity. In addition, the City is required to have remedial procedures in place for those whose actions are inconsistent with Fair Housing laws and regulations.

PROCEDURE:

1. Fair Housing Officer (FHO) will record the call or contact into the Fair Housing Registry.
 - ✦ Enter date the activity is reported.
 - ✦ Enter person reporting the activity (complainant).
 - ✦ Enter the complainant contact information.
 - ✦ Enter type of report (inquiry, complaint, allegation or referral).
 - ✦ Enter Report Reference number (should correspond to number on detail report).
 - ✦ Enter Agency the activity will be referred to (TDHCA or TWC).
 - ✦ Enter date agency referral info given to complainant.
 - ✦ Enter follow-up date (30 days after complaint received) to check back with complainant.
 - ✦ Enter how the activity is resolved.
2. FHO records account of call or contact into Fair Housing Detail Report. The FHO should use the status section to describe the details of the contact. The report number should be referenced on the main registry for easy filing and catalogue of the detailed report.
3. FHO refers the complainant to the appropriate agency (currently is the Texas Workforce Commission) for resolution.
4. FHO records a follow-up date thirty days after complaint.
5. FHO contacts complainant to determine and record status in registry and in the detail report.
6. Should there be situations that require further remedial action due to actions that are inconsistent with Fair Housing laws and regulations involving any developers, landlords, home sellers, the City will refer those actions to the Texas Workforce Commission for resolution since that agency is equipped and trained to handle Fair Housing issues.

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

**INTERLOCAL AGREEMENT FOR A REGIONAL STORMWATER
MANAGEMENT PROGRAM**

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 stormwater management program and associated permit application forms for the Texas Pollutant Discharge Elimination System Phase II Stormwater Discharge Permit, which is required by the TCEQ in TPDES General Permit TXR040000 originally issued August 13, 2007 and subsequently renewed every five years; 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 stormwater management program (SWMP) and associated permit application forms for the Texas Pollutant Discharge Elimination System (TPDES) Phase II Stormwater 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 January 1, 2013.

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 31, 2018.

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 the 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 or any gender used in this agreement shall be held and constructed 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.

BRAZORIA COUNTY

By _____

Title _____

Date _____

CITY OF LAKE JACKSON

By _____

Title _____

Date _____

CITY OF ALVIN

By _____

Title _____

Date _____

CITY OF FREEPORT

By _____

Title _____

Date _____

CITY OF CLUTE

By _____

Title _____

Date _____

BRAZORIA COUNTY DRAINAGE DISTRICT 4

By _____

Title _____

Date _____

CITY OF ANGLETON

By _____

Title _____

Date _____

VELASCO DRAINAGE DISTRICT

By _____

Title _____

Date _____

ANGLETON DRAINAGE DISTRICT

By _____

Title _____

Date _____

CITY OF RICHWOOD

By _____

Title _____

Date _____

**BRAZORIA COUNTY
CONSERVATION AND
RECLAMATION DISTRICT 3**

By _____

Title _____

Date _____