

NOTICE OF JOINT PUBLIC MEETING
THE FREEPORT CITY COUNCIL
MONDAY, AUGUST 6TH, 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 on of approving the July 16th, 2012 Council Minutes.
Pg. 446-450
5. Attending citizens and their business.
6. **Joint Public Hearing.** The City Council and the Planning Commission of said City will conduct a joint public hearing to consider a proposed amendment to the Comprehensive Zoning Ordinance and map of said city, codified as Chapter 155 of the Code of Ordinances of said city, granting to Troy Brimage a specific use permit to operate a R/V Motor Coach Park within said city on Lot 519 and part of Lot 518, Brazos Coast Investment Company Subdivision, Division 14, J. F. Fields Survey, Abstract 62, Brazoria County, Texas. Pg. 451-453
7. Consideration of rescheduling September 3rd, 2012 Council Meeting to September 4th, 2012 due to Labor Day Holiday.
8. Consideration of setting September 4th, 2012 for a Joint Public Hearing with the Planning Commission to re-zone Block 700, Block 676 and Block 661, Velasco Townsite, Freeport Texas from R-2 and R-3 District to C-1 District. Pg. 454-455
9. Consideration of approving a request by Ms. Juanita Gonzales of 1704 N. Ave. G. to replace the Yield Sign with a 4-way Stop Sign on the corner of North Ave. G and Varner.
10. Consideration of ratifying an interlocal agreement providing for participation in a Brazoria County Regional Water Facility Planning Study. Pg. 456-460

11. Consideration of approving a revised agreement regarding the closing and abandoning the public road way known as the South Levee Road from FM 1495 to the United States Department of Energy; Bryan Mound Facility. Pg. 461-474
12. Consideration of authorizing the City Manager to advertise for bids for solid waste collection services.
13. Consideration of approving and signing a replat of Block 533, Lots 13 thru 16, into a single family lot to be known as 13A, Velasco Townsite, City of Freeport, known as the Mohler Subdivision, 201 N. Ave. B, Freeport Texas. Pg. 475
14. Consideration of selling the City's interest of the undivided 26% interest in A0211 C. Henniger Tract 1, Tax Id 0211-0014-000. Pg. 476-478b
15. Consideration of selling the City's interest in Tract 6, Block W, Abstract 90 (Slaughter Road area), Tax Id. 0090-0016-000. Pg. 479-482
16. Consideration of approving Resolution No. 2012-2397 accepting the offer of the Jordan Family Trust and authorizing the Mayor and City Secretary to execute and attest , respectively, and the Mayor to acknowledge and deliver a deed exchange with the Jordan Family Trust whereby Lots 17, 18, 19, 20 21 and 22, Block 59, Lot 5 Block 581 and Lot 3, Block 647, and Lot 2, Block 694, Velasco Townsite of said City, now owned by said trust, are exchanged for Lot 5, Block 623, Lot 19, Block 729, Lots 1 ,2 ,7 and 18, Block 731, Lot 16, Block 744, Lot 20, Block 776, and Lots 10 and 13, Block787 of said Townsite, now owned by said City and said agency. Pg. 483-489

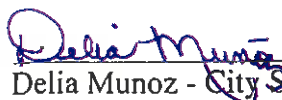
Adjourn

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, August 3, 2012 at or before 5:00 p.m.


Delia Munoz - City Secretary

State of Texas

County of Brazoria

City of Freeport, Texas

BE IT REMEMBERED, that the City Council and the Economic Development Corporation of the City of Freeport met on Monday, July 16th, 2012 at 6:05 p.m., at the Freeport Police Department, Municipal Court Room, 430 North Brazosport Boulevard, for the purpose of considering the following agenda items:

City Council:

Norma Moreno Garcia
Michelle Kent
Fred Bolton
Sandra Loeza
Sandra Barbree

Staff:

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

Planning Commission:

Tobey Davenport
Jesse Aguilar

Economic Development Corporation: James A. Barnett, Jr.

Brooks Bass
Kenney Kouches
Lila Diehl
Mingo Marquez
Willie Garcia
Roy Yates

Visitors:

Wright Gore, II
Dorothy Pirrung
Lila Lloyd
Carol Rangel
Beth Gore

Joyce Adkins
Jim Pirrung
Annette Sanford
Officer Paul Rodriguez
Sandra Barnett

Call to order.

Mayor Norma Garcia called the meeting to order at 6:05 p.m.

Invocation.

Chief Morrow offered the invocation.

Pledge of Allegiance.

Mayor Norma Garcia led the Pledge of Allegiance.

Consideration on of approving the July 2nd, 2012 Council Minutes.

On a motion by Councilwoman Barbree, seconded by Councilwoman Kent, with all present voting "aye", Council unanimously approved the July 2nd, 2012 Council Minutes.

Attending citizens and their business.

Joyce Adkins asked who and how the agendas are send to the "Facts" newspaper. Delia Munoz City Secretary answered by email.

Consideration of approving Ordinance No. 2012-2315 declaring that unvaccinated cats and dogs running at large within said City constitute a nuisance which should be abated as provided therein; amending Sections 90-01 to prohibit animals running at large and to define and declare certain animal to be nuisance animals and prohibit the keeping of such animals; to add a new Section 90.41.1 specifying the manners in which cats must be kept; amending Section 90.43 to provide for the seizure and impoundment of cats and dogs at large; amending Section 90.44 treatment and care of impounded cats and dogs; amending Section 90.45 to provide for the redemption of impounded cats and dogs; amending Section 90.46 providing for redemption fees; amending Section 90.47 to provide for owner liability for costs; amending Section 90.48 limiting the number of cats and dogs that may be kept within the City.

On a motion by Councilman Bolton, seconded by Councilwoman Kent, with all present voting "aye", Council unanimously approved Ordinance No. 2012-2315 declaring that unvaccinated cats and dogs running at large within said City constitute a nuisance which should be abated as provided therein; amending Sections 90-01 to prohibit animals running at large and to define and declare certain animal to be nuisance animals and prohibit the keeping of such animals; to add a new Section 90.41.1 specifying the manners in which cats must be kept; amending Section 90.43 to provide for the seizure and impoundment of cats and dogs at large; amending Section 90.44 treatment and care of impounded cats and dogs; amending Section 90.45 to provide for the redemption of impounded cats and dogs; amending Section 90.46 providing for redemption fees; amending Section 90.47 to provide for owner liability for costs; amending Section 90.48 limiting the number of cats and dogs that may be kept within the City.

Consideration of approving Resolution No. 2012-2396 appointing a qualified person to fill the unexpired term of Stoney Burke of the Brazosport Water Authority.

On a motion by Councilwoman Kent, seconded by Councilwoman Barbree, with all present voting "aye", Council unanimously approved Resolution No. 2012-2396 reappointing Stanley Burke to the Brazosport Water Authority.

Consideration of approving a pay policy for exempt and non-exempt employees in the event of a Disaster Declaration, State of Emergency, and/or a long Term Emergency determined by the Mayor or City Manager.

This item was reagendaed.

Consideration of approving and awarding the bids for trading lots owned by the City located outside of the Urban Renewal Project for lots located within the Urban Renewal project.

On a motion by Councilwoman Kent, seconded by Councilwoman Barbree, with all present voting "aye", Council unanimously approved and awarded the bids to the Jordan Family Trust, Jessie Lee Jordan, Trustee, offers to trade to the City of Freeport the following described property owned by the bidder; all located in the Velasco Townsite, City of Freeport.

Block 59, Lots 17, 18, 19, 20, 21, 22
Block 581, Lot 5
Block 647, Lot 3
Block 694, Lot 2

In exchange for the following property owned by the City of Freeport; all located in the Velasco Townsite, City of Freeport:

Block 623 , Lot 5
Block 729, Lot 19
Block 731, Lot 1,2,7 & 18
Block 744, Lot 16
Block 766, Lot 20
Block 787, Lots 10 & 13

Consideration of approving and awarding the bids for the demolition of a residential structure, known as 523 S. Ave. G., held by the City in trust.

This item was reagendaed.

Consideration of approving and awarding the bids for the City of Freeport Central Lift Station Rehabilitation.

This item was reagendaed.

Work Session:

Joint Public Hearing

Discussion regarding vision/Master Plan for the City of Freeport.

The Planning Commission had no quorum.

There being a quorum with the Economic Development Corporation, Mayor Garcia opened the Joint Public Hearing at 6:20 p.m.

Jeff Pynes City Manager presented Council with the latest Comprehensive Master Plan for Freeport dated 1964. He recommended implementing a Review Committee to review and evaluate the current Master Plan or look for a professional consultant. The Review Committee could consist of two members from the EDC, two from the Planning Commission and two public officials, and two from Urban Renewal, and two more from the private citizens.

Tobey Davenport from the Planning Commission suggested having a preliminary hearing with professional consultants once a committee is organized. He suggested Council budget money for consultants authorized travel/planning services with proposed developers. The Urban Renewal project needs development and to actively market mix use development to proposed developers. He would like to see Council take the lead on the Urban Renewal project.

Jim Barnett, Jr. thanked Council for the opportunity to discuss the city Master Plan. He stated that the City Charter directs the Planning Commission to formulate a master plan for the City. He is very concern over the Urban Renewal project, population is the most important thing to a municipality. The City that does not grow in population; dies. He would like to see the Urban Renewal project be developed for mainly residential use and some commercial development. He would like the properties be conveyed to Economic Development Corporation. The EDC has powers that the City does not have, allowing the EDC more flexibility to market. He advised Council to hire a management company or consultant/professional market team to actively market the Urban Renewal properties to developers. Mr. Barnett believed that in 2001 there was a conceptual plan for the Urban Renewal project. It included 535 homes sites, park, walk and jog trail, skate board park and a nine hole golf course. He requested Nat Hickey provide a copy to Council.

Brooks Bass of Economic Development Corporation born and raised in Freeport observed four buses coming out of the surrounding plants. The City is in dire need of housing. The latest news is that Dow Chemical and Chevron Phillips is expanding, people will need housing. He commended Nat Hickey for the accomplishment on the Urban Renewal project. He is looking forward on working together and sharing ideas to make this endeavor a success.

Councilman Bolton challenged the Committees to list five priorities that are important to the city.

Jim Barnett, Jr. representing the Economic Development Corporation closed the meeting at 6:53 p.m.

There being no more discussion from Council and audience Mayor Garcia closed the Joint Public Hearing at 6:53 p.m.

Discussion regarding a request by Ms. Juanita Gonzales of 1704 N. Ave. G. to replace the Yield Sign on the corner of North Ave. G and Varner with a Stop Sign.

This item was reagendaed.

Preparation for upcoming 2012-2013 budget process.

Jeff Pynes City Manager presented Council a schedule for the fiscal year 2012-2013 budget. He has scheduled meetings with department directors on getting projections for the budget.

Mayor Garcia requested Jerry Meeks of Veolia Water be involved with the budget process for input on the sewer lift station. She also requested the Directors meet with Council for reviewing their budget items.

Adjourn

On a motion by Councilwoman Kent, seconded by Councilwoman Barbree, with all present voting "aye", Council adjourned at 6:59 p.m.

Mayor Norma M. Garcia
City of Freeport, Texas

City Secretary-Delia Munoz
City of Freeport, Texas

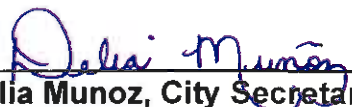
TO ALL PERSONS IN INTEREST, CITIZENS, CORPORATIONS, AND FIRMS, THEIR AGENTS AND ATTORNEYS, AND TO ALL PERSONS, FIRMS, AND CORPORATIONS OWNING ANY INTEREST IN [THE BELOW DESCRIBED LAND] OR ANY LAND LOCATED WITHIN TWO HUNDRED (200') FEET THEREOF AND TO ALL INHABITANTS AND LAND OWNERS OF AND IN THE CITY OF FREEPORT, BRAZORIA COUNTY, TEXAS.

NOTICE

A joint public hearing will be held on Monday, August 6, 2012, at 6:00 o'clock p.m., central standard time, at the Police Department Municipal Courtroom of the City of Freeport, Texas, located at 430 North Brazosport Boulevard, within the corporate limits of said city, in Brazoria County, Texas, at which time and place the City Council and the Planning Commission of said city will conduct a joint public hearing to consider a proposed amendment to the Comprehensive Zoning Ordinance and Map of said city, codified as Chapter 155 of the Code of Ordinances of said City, granting to Troy Brimage a specific use permit to operate a RV/Motor Coach Park within said city on Lot 519 and part of Lot 518, Brazos Coast Investment Company Subdivision, Division 14, J.F. Fields Survey, Abstract 62, Brazoria County, Texas.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS,

made on the 2nd day of July, 2012.



Delia Munoz, City Secretary,
City of Freeport, Texas

NOTE: This notice should be published in the Brazosport Facts ONE (1) time only at least fifteen (15) full days prior to the date of the public hearing. Also, a copy of this notice must be mailed at least ten (10) full days prior to the date of the public hearing to the owner(s) of the land for which a specific use permit is being sought and to the owners of all land within 200 feet thereof.

City of Freeport
Building Department
Phone: 979-233-3526

For Office Use Only

Case Number: _____
Date Filed: _____
P & Z Date: _____
Council Date: _____

**Application for
Specific Use Permit**

1. Address or general location of site: 2008 Jones Road Freeport, Texas

2. Subdivision	Block	Lots	Acres
<u>BC 1 C Dv 14 Lot 519</u>	_____	<u>519</u>	<u>4.0</u>
<u>A 0062 JF Fields, Freeport</u>			

3. Current Zoning Classification: C2

4. Proposed use of the site (please be specific): RV & Motor Coach Park

5. Reason for requesting a specific use permit: To build a RV & Motor Coach Park that will meet and exceed the City's Standards and expectations.

I hereby certify that I am the owner or duly authorized agent of the owner, for the purposes of this application. The application fee of \$150.00 to cover the cost of this specific use permit application has been paid to the City of Freeport on June 21, 2012. I also certify that I have been informed and understand the regulations regarding specific use permits as specified in the Zoning Ordinance of the City of Freeport. I understand it is necessary for me or my authorized agent to be present at both the Planning and Zoning Commission and the City Council public hearings.

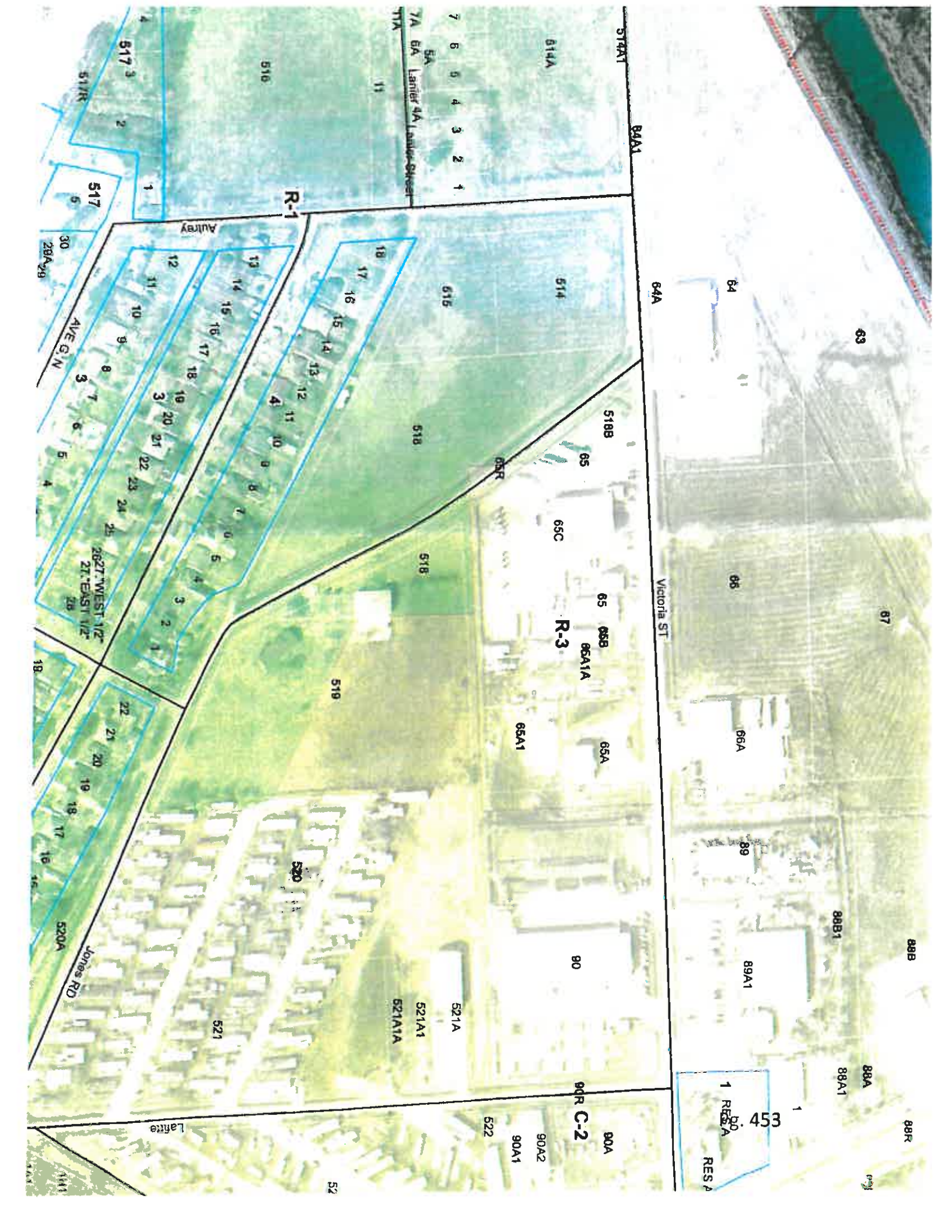
Owner's Signature: T. T. Brimage

Owner's Name: Troy T. Brimage

Address: 1624 N. Brazosport Blvd.

City, State, Zip: Freeport, TX 77541 Phone: 979-482-7370





STRAIT

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64A

Victoria ST

90R C-2

7 6 5 4 3 2 1
EA
7A 6A Lanier 4A Lanier Street
TIA

614A

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RES A

88A1

88A

90R

88B1

88B

89A1

89

66A

66

67

63

64

Jones RD

2627 WEST 1/2
27 EAST 1/2

AVE G, N

CURRENT ZONING



COUNTY OF BRAZORIA)(

CITY OF FREEPORT)(

BE IT REMEMBERED that the Planning and Traffic Commission of the City of Freeport, Texas met in a called meeting on, **Monday, July 30, 2012 at 6:00 P.M.** at the Police Department Conference Room, 430 North Brazosport Boulevard, Freeport, Texas to discuss the following:

Planning Commission:

**Edward Garcia – Chairman
Reuben Cuellar
Tobey Davenport
Jesse Aguilar
Eddie Virgil**

Staff: Melissa Farmer
Kola Olayiwola
Wallace Shaw
Nat Hickey

Open Meeting.

Mr. Edward Garcia called meeting to order at 6:00 P.M.

Invocation.

Mr. Wallace Shaw opened the meeting with a prayer.

Discuss/consider making a recommendation to the City Council to schedule a Joint Public Hearing to re-zone Block Seven Hundred (700), Block Six Hundred and Seventy-Six (676) and Block Six Hundred and Sixty-One (661), Velasco Townsite, Freeport, Texas, from an R-2 – R-3 District to a C-1 District.

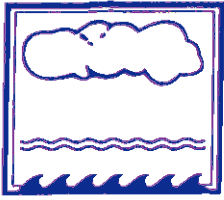
Mr. Tobey Davenport made a motion to send a recommendation to the City Council to schedule a Joint Public Hearing to re-zone Block 700, 676 and 661, Velasco Townsite, from an R-2 – R-3 District to a C-1 District, seconded by Ms. Eddie Virgil, unanimous vote for approval.

Adjourn.

Mr. Reuben Cuellar made a motion to adjourn, seconded by Mr. Jesse Aguilar, Jr., unanimous vote for approval. The meeting was adjourned at 6:06 P.M.

These minutes read and approved this _____ day of _____, 2012.

Edward Garcia, Chairman



BRAZOSPORT WATER AUTHORITY

MEMBER CITIES

ANGLETON

BRAZORIA

CLUTE

FREEPORT

LAKE JACKSON

OYSTER CREEK

RICHWOOD

May 3, 2012

Gilbert Arispe
City of Freeport
200 West Second Street
Freeport, TX 77541

RE: Brazoria County Regional Water Facility Planning Study

Dear Gilbert Arispe:

Thank you for your commitment to participate in the Brazoria County Regional Water Facility Planning Study. We greatly appreciated the letter of support and resolution provided by your city for the grant application to the Texas Water Development Board (TWDB).

This letter serves as an invoice for the cash amount that was committed during the grant application process. The City of Freeport committed to contribute \$0 in cash and \$1,000 of in-kind services to this study. Please make your check payable to Brazosport Water Authority (BWA) and mail to the following address by June 1, 2012:

Brazosport Water Authority
Attn: Ronald E. Woodruff, General Manager
1251 FM 2004
Lake Jackson, TX 77566

In addition, a copy of an agreement/interlocal agreement between The City of Freeport and BWA is attached for your review and signature; please return the signed agreement along with your payment to BWA. Thank you again for your participation in pursuing a solution to regional water infrastructure needs in Brazoria County. If you have any questions or need additional information, please do not hesitate to contact me at 979-297-2715.

Sincerely,

Ronald E. Woodruff, General Manager
Brazosport Water Authority
Phone: 979-297-2715
Fax: 979-297-8933
Email: rewoodruff@att.net

Pg. 456

CITY OF FREEPORT

INTERLOCAL AGREEMENT PROVIDING FOR PARTICIPATION IN A REGIONAL WATER FACILITY PLANNING STUDY.

This interlocal agreement is entered into by and between the City of Freeport, a municipality located within Brazoria County, Texas (hereinafter “the City”) and Brazosport Water Authority (hereinafter “BWA”), a body politic and conservation and reclamation district formed under Article 16, Section 59 of the Texas Constitution, as permitted by §791.011(c) of the Texas Government Code.

RECITALS

WHEREAS, Brazosport Water Authority has submitted and received a grant from the Texas Water Development Board (TWDB) to develop a plan for regional water facilities to serve existing and future populations in Brazoria County; and

WHEREAS, the City of Freeport is a (community, legal entity, or governmental entity) that is physically located in the area of the proposed plan and which would benefit from the proposed plan to determine its future water needs because it is served by either surface water or from groundwater supplies; and

WHEREAS, other Cities, legal entities, and governmental entities also exist in the proposed plan area also wish to cooperate with Brazosport Water Authority to accomplish the establishment of water plan, acknowledging that Brazosport Water Authority shall provide project management and act as the overall project sponsor; and

WHEREAS, the City of Freeport, Brazosport Water Authority and all other entities who choose to participate in this endeavor wish to use this proposed plan to best provide water system redundancy and reliability as well as the efficient sharing of resources, and

WHEREAS, the plan will determine the feasibility of developing a regional water system or supplementing the current water systems in the area with a desalination water plant, will provide planning for reliable water supply, will provide options for smaller water systems in the area to connect to larger water systems, and will outline water conservation and protection of water quality for the region;

The parties to this Agreement hereby agree as follows:

I. STATEMENT OF SERVICES TO BE PERFORMED

- 1) The City, along with the other project participants, will share the costs as set forth below and contribute to the study and development of a regional facility plan (the "Study") for the provision of regional water distribution and treatment facilities in the Brazoria County area by providing both cash and in-kind services as specifically outlined by Contract No. 1248321449 between the TWDB and the BWA which is attached hereto as EXHIBIT A.
- 2) The Study shall involve a number of cities, industries and unincorporated areas located in Brazoria County. The Study area includes the incorporated limits and extraterritorial jurisdiction of the Cities of Alvin, Angleton, Brazoria, Clute, Freeport, Lake Jackson, Manvel, Oyster Creek, Pearland and Richwood plus the surrounding unincorporated areas in Brazoria County.
- 3) BWA is utilizing the services of a professional engineering consultant ("Engineer") to perform the planning study which will include the preparation of presentation materials, draft of the report and the preparation and presentation of final reports.
- 4) All participants acknowledge and agree that BWA shall serve as the project manager and act as the overall project sponsor in the implementation of this project.

II. RESPONSIBILITIES OF THE PARTIES

- 1) The City agrees, along with all other participating entities, to provide the Engineer hired by BWA with GIS files showing its service area boundaries, including its extraterritorial jurisdiction boundaries and any other political/known development boundaries. The City also agrees to provide any and all services and information as specifically outlined by Contract No. 1248321449 between the TWDB and BWA which is hereto attached as EXHIBIT A or reasonably required by Engineer.
- 2) The parties agree to cooperate in good faith with Engineer and with each other in the preparation of the Study. BWA shall provide copies of the final report on the Study to all participating parties upon completion of the Study by Engineer.
- 3) The parties agree that the parameters of this study shall follow the TWDB Contract No. 1248321449 provisions agreed upon by BWA and the TWDB. A copy of this agreement is attached as EXHIBIT A.
- 4) Any amendment to this Agreement must be in writing and signed by the authorized representative for each party to this Agreement.

- 5) No party to this Agreement may assign its rights and obligations under this Contract except by written amendment signed by the authorized representative for each party to this Agreement.
- 6) This Agreement shall be construed under and in accordance with the laws of the State of Texas.
- 7) In addition to the cash contribution, the City acknowledges that as a participant in this study, it shall provide documentation of its local share costs of in-kind services to this Study. The City shall provide this documentation on a quarterly basis to the BWA as required by TWDB.
- 8) The City shall appoint a representative for this project to assist BWA and all other participants in coordinating the scope of work and in obtaining available data for the development of the Regional Facility Plan. The liaison shall participate in public meetings with all other participants and assist the BWA in preparing any and all reports and providing requested financial records according to the contract outlined in EXHIBIT A to this Agreement.
- 9) The City and BWA also agree to accept the authority of the State Auditor's Office to conduct any audits and investigations in connection with any and all state funds received pursuant to the project. The City and BWA agree to give access to any information the State Auditor considers relevant to the investigation or audit.

III. CONTRACT AMOUNT AND PAYMENT OF SERVICES

- 1) The City specifically acknowledges that the participants in this study shall provide a portion of the local share costs required for this study. The participants in this study shall collectively pay \$154,000 (\$136,500 cash and \$17,500 in-kind contributions) or 50% of the total study costs or individual payment request. Specifically, the City shall pay in the amounts not to exceed \$0 cash and \$1,000 in-kind to this project, which funds shall be paid from the current revenues as required by §791.011(d)(3) of the Texas Government Code.
- 2) At the date of execution of this Agreement, the City shall provide its respective cash contributions to the BWA.
- 3) BWA shall be permitted to withdraw from this account for work performed by it or its contractors as each payment becomes due. No payments shall be drawn in advance of the work being performed or without a receipt of an invoice for work performed.

IV. TERM OF AGREEMENT

The term of this agreement is to begin when fully executed, and shall terminate on completion of the Study.

IN WITNESS WHEREOF, the governing bodies of both the Brazosport Water Authority and the City have approved and adopted this Agreement and have caused this Agreement to be executed. It shall become effective upon the date that both parties have signed this Agreement.

The undersigned represent they have the authority to execute this agreement on behalf of the City of Freeport and Brazosport Water Authority.

AGREED to and ADOPTED by the Board of Directors of Brazosport Water Authority (BWA) on this _____ day of _____ 2012.

Ronald Woodruff, BWA General Manager

AGREED to and ADOPTED by the City of Freeport, Texas on this _____ day of _____ 2012.

Maria Moran Garcia
Mayor, City of Freeport

Delia Muñoz
City Secretary, City of Freeport

06-27-12
07-20-12

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ABANDONMENT OF PUBLIC ROAD EASEMENT, PRESERVATION OF OTHER EASEMENTS, AND GRANT OF PRIVATE EASEMENT

The parties to this agreement are Velasco Drainage District, Port Freeport, the United States Department of Energy, TBD Family, Ltd., and the City of Freeport.

The term "the Property" herein shall mean the tract of 4.34 acres, more or less, of real estate described on Exhibit "A," which is attached hereto and incorporated herein in full.

Port Freeport is the fee owner of the land adjoining and underlying the Property, except for the portion of the adjoining land owned by the United States Department of Energy. The United States Department of Energy owns the land adjoining the southwest end of the Property, being 23.80 feet in length, which land is currently served by the public road on the Property. Velasco Drainage District holds an easement on the Property for drainage, levee, and flood control purposes. TBD Family, Ltd. uses the Property for access to its land, although TBD Family, Ltd.'s land does not abut the Property. The City of Freeport owns a public road easement on the Property.

Abandonment and Closure of Public Road Easement

All parties except the City of Freeport hereby petition the City of Freeport to abandon the public road right-of-way on the Property and to close that public roadway, and the City of Freeport agrees to do so.

Preservation of Other Easements

Nothing in this document shall impair any terms of any easements for levees, drainage, flood control, utilities, private roads, private rights of way, private access easements, or any other easements on the Property other than the public road right-of-way being abandoned and closed pursuant to this agreement. Without limiting the generality of the foregoing, the City of Freeport hereby agrees to abandon and close only the public road easement and right-of-way on the Property, not the City of Freeport's utility easement on the Property, which is hereby preserved and kept in full force and effect, and nothing herein shall impair said utility easement, regardless of any other provision. Also without limiting the generality of the foregoing, nothing herein shall impair any existing easement rights of Velasco Drainage District, regardless of any other provision.

Grant of Private Road Easement

Port Freeport hereby grants to each other party hereto ("Grantees") a private road easement and right-of-way upon, along, over, and across the Property. The easement hereby granted is not for the use of the public but only for the use and benefit of: (1) the parties named herein; (2) the governmental successors in title of Velasco Drainage District, the United States Department of Energy, or the City of Freeport, provided that such successors are responsible for governmental duties of any of those entities on the Property; (3) successors in title to the land of

TBD Family, Ltd. served by this easement; (4) the guests and invitees of TBD Family, Ltd. or of its successors in title described above; and (5) the guests and invitees for governmental purposes of the other grantees of this easement or of their restricted successors described above. This easement shall not be construed to allow the use of the Property as a public road.

It is distinctly understood and agreed that this private road easement does not constitute a conveyance of the land above described nor of the minerals therein and thereunder but grants only a right-of-way and easement.

The right-of-way and easement granted hereby is subject to all, if any, valid and subsisting oil, gas, sulfur and mineral lease or leases, unitization agreements, deeds, easements, rights-of-way, restrictive covenants, mineral and royalty grants and reservations, or other restrictive covenants and other instruments of any nature now of record in the appropriate records of Brazoria County, Texas, and unrecorded prior easements under which improvements have been constructed in such a manner as to be apparent from an inspection of the premises, relating to all or any part of the herein described lands; however, this right-of-way and easement is not subject to the public road easement being abandoned and closed by the City of Freeport pursuant to this agreement.

Port Freeport and its successors and assigns shall have all other rights not herein granted or preserved in and to the Property, including, but not limited to, the rights to utilize the surface and subsurface of said Property; provided, however, that no use by Port Freeport, its successors, or its assigns shall unreasonably interfere with the rights herein granted or preserved or with any of the following: 1. the roadway placed or to be placed on the Property or any lawful fence or gate placed or to be placed thereon; 2. any drainage ditch, levee, facilities, equipment, or other drainage improvements of Velasco Drainage District or its restricted successors and assigns described herein, placed or to be placed on the Property; and 3. any utility facilities, equipment, or improvements of the City of Freeport or its restricted successors and assigns described herein, placed or to be placed in the utility easement hereby preserved upon the Property.

Any party hereto shall have the right to place a fence and gate at a right angle across the Property from northwest to southeast, to bar access to the Property by the public but not by the beneficiaries of this easement; provided, however, that the party causing such fence or gate to be installed must first obtain approval from Velasco Drainage District concerning the location, design, construction, and installation of the fence and gate, in order to avoid any impairment of the efficiency or effectiveness of the District's drainage or flood control functions. Any party causing a fence to be placed pursuant to this agreement shall also cause a gate to be placed on the roadway at the crest of the levee on the Property and shall also provide a key to each other party to this agreement.

This agreement shall be binding upon the parties and upon their respective successors and assigns, but this sentence shall not be construed to expand the beneficiaries of this easement. Each party warrants that it has the authority to enter into this agreement.

For as long as Velasco Drainage District maintains or is required to maintain the levee on this private easement, Velasco Drainage District agrees to maintain the roadway on this private easement against ordinary wear and tear, such as that caused by ordinary passenger vehicles, including pickup trucks, as distinguished from heavier vehicles. Each party agrees to repair any damage, as distinguished from ordinary wear and tear, to the roadway on this private easement, to the extent such damage is caused by that party, its guests, contractors, or invitees, anyone using the road with that party's permission (except the other parties hereto), or the agents, employees, representatives, or contractors of any of the above. If more than one party is responsible hereunder for repairing road damage, not ordinary wear and tear, then the responsible parties shall share the expense in proportion to their use that caused the damage. For purposes of this agreement, any rut, crack, pothole, breakage, degradation of the road, or other damage caused by vehicles larger than ordinary passenger vehicles shall be considered as damage, not as ordinary wear and tear.

TO HAVE AND TO HOLD the above described road easement and right-of-way together with all and singular the rights and appurtenances thereto belonging unto Grantees and their restricted successors and assigns described herein, forever, and Port Freeport does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the easement unto Grantees and their restricted successors and assigns described herein, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Port Freeport or its successors or assigns, but not otherwise.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

VELASCO DRAINAGE DISTRICT

By: _____
G. L. Kidwell, Chairman

ATTEST:

By: _____
F. Robert Hamlet, Secretary

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the _____ day of _____,
2012, by George L. Kidwell, as the Chairman, on behalf of the Velasco Drainage District.

Notary Public In and For
The State of Texas

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the _____ day of _____,
2012, by F. Robert Hamlet, as the Secretary, on behalf of the Velasco Drainage District.

Notary Public In and For
The State of Texas

PORT FREEPORT

By: _____
Bill Terry, Chairman

ATTEST:

By: _____
John Hoss, Secretary

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the _____ day of _____, 2012, by Bill Terry, as Chairman, on behalf of Port Freeport.

Notary Public In and For
The State of Texas

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the _____ day of _____, 2012, by John Hoss, as Secretary, on behalf of Port Freeport.

Notary Public In and For
The State of Texas

UNITED STATES DEPARTMENT OF ENERGY

By: _____
Signature
Printed Name: _____
Title: _____

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the _____ day of _____, 2012, by _____, as _____, on behalf of the United States Department of Energy.

Notary Public In and For
The State of Texas

TBD FAMILY, LTD.

By: _____
Barbara L. Oliver, as General
Partner of Learned-Oliver, Ltd.,
General Partner of TBD Family, Ltd.

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2012, by Barbara L. Oliver, as General Partner of Learned-Oliver, Ltd., General Partner of TBD Family, Ltd.

Notary Public In and For
The State of Texas

CITY OF FREEPORT, TEXAS

By: _____
Norma Moreno Garcia, Mayor

ATTEST:

By: _____
Delia Munoz, City Secretary

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the ____ day of _____, 2012, by Norma Moreno Garcia, as Mayor, on behalf of the City of Freeport.

Notary Public In and For
The State of Texas

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the ____ day of _____, 2012, by Delia Munoz, as City Secretary, on behalf of the City of Freeport.

Notary Public In and For
The State of Texas

EXHIBIT "A"
(5 PAGES)

G. L. KIDWELL
Chairman
Area 1
Lake Jackson, Texas

L. M. JONES
Vice Chairman
Area 3
Freeport, Texas

F. R. Hamlet
Secretary
Area 2
Clute, Texas

Velasco Drainage District

Phone (979) 265-4251 Fax (979) 265-7602
E-mail: vdd@velascodrainage.com

4.34 Acre Road Easement
Out of the Port Freeport Property
Out of the Velasco Drainage District Levee Right-of-Way Easment
Out of the City of Freeport
Out of the County of Brazoria
Out of the State of Texas
May 3, 2012

4.34 Acre Road Easement out of the Port of Freeport Property (Brazos River Harbor Navigation District), out of the Velasco Drainage District Levee Right-of-Way Easement, out of the City of Freeport, out of the County of Brazoria, out of the State of Texas, said tract more specifically being out of Brazos River Harbor Navigation District Tract 1 as recorded in Volume 1663, Page 22 and Volume 1764, Page 126 of the Deed Records, Tract 2A as recorded in Volume 967, Page 504 of the Deed Records, Tract 1A as recorded in Volume 1340, Page 80 of the Deed Records, Tract 4 and Tract 5 as recorded in Volume 1663, Page 22 of the Deed Records and Clerk File 1992-0239839 of the Official Records, Abstract 335, Brazoria County, being described as follows using bearings and distances related to the Texas State Plane Coordinates System, South Central Zone with distances being shown in ground level lengths with a scale factor of 0.999889, said 4.34 Acre Road Easement being described as follows:

Beginning at a point at the easterly property line of the Department of Energy, Bryan Mound Tract and the northerly line of said 4.34 Acre Road Easement for the POINT OF BEGINNING. Said Point of Beginning is South 25 degrees 18 minutes 52 seconds East, a distance of 1636.73 feet from a found monument, being a stainless steel rod labeled "SMS 41" at the position of $x=3,128,665.68'$, $y=13,537,687.44'$. Said point of beginning is at the position of $x=3,129,365.45'$, $y=13,536,208.04'$;

Thence North 64 degrees 12 minutes 21 seconds East, a distance of 300.74 feet to the position of $x=3,129,636.19'$, $y=13,536,338.89'$;

Thence North 63 degrees 56 minutes 34 seconds East, a distance of 605.62 feet to the position of $x=3,130,180.19'$, $y=13,536,604.89'$;

Thence North 64 degrees 12 minutes 33 seconds East, a distance of 496.52 feet to the position of $x=3,130,627.21'$, $y=13,536,820.90'$;

Mail Address
Post Office Box 7
Clute, Texas 77831

1

Freight and Express
Drainage District Warehouse
918 Serrano Ridge Road
Clute, Texas 77831

Thence North 64 degrees 09 minutes 51 seconds East, a distance of 562.23 feet to the position of $x=3,131,133.19'$, $y=13,537,065.89'$;

Thence North 63 degrees 56 minutes 55 seconds East, a distance of 548.82 feet to the position of $x=3,131,626.19'$, $y=13,537,306.89'$;

Thence North 64 degrees 11 minutes 56 seconds East, a distance of 503.24 feet to the position of $x=3,132,079.21'$, $y=13,537,525.90'$;

Thence North 64 degrees 10 minutes 44 seconds East, a distance of 447.74 feet to the position of $x=3,132,482.20'$, $y=13,537,720.90'$;

Thence North 64 degrees 06 minutes 20 seconds East, a distance of 611.44 feet to the position of $x=3,133,032.19'$, $y=13,537,987.88'$;

Thence North 64 degrees 04 minutes 12 seconds East, a distance of 564.93 feet to the position of $x=3,133,540.20'$, $y=13,538,234.90'$;

Thence North 64 degrees 10 minutes 51 seconds East, a distance of 962.18 feet to the position of $x=3,134,406.23'$, $y=13,538,653.91'$;

Thence North 64 degrees 22 minutes 08 seconds East, a distance of 631.24 feet to the position of $x=3,134,975.28'$, $y=13,538,926.94'$;

Thence North 64 degrees 51 seconds 03 seconds East, a distance of 235.46 feet to the position of $x=3,135,188.39'$, $y=13,539,026.99'$;

Thence North 65 degrees 36 minutes 35 seconds East, a distance of 176.87 feet to the position of $x=3,135,349.46'$, $y=13,539,100.02'$;

Thence North 69 degrees 06 minutes 57 seconds East, a distance of 196.31 feet to the position of $x=3,135,532.85'$, $y=13,539,169.99'$;

Thence North 69 degrees 27 minutes 07 seconds East, a distance of 1642.29 feet to the position of $x=3,137,070.49'$, $y=13,539,746.36'$;

Thence continuing North 69 degrees 27 minutes 07 East, a distance of 108.38 feet to the westerly right-of-way of FM1495 at the position of $x=3,137,171.96'$, $y=13,539,784.40'$;

Thence South 30 degrees 07 minutes 44 seconds East, a distance of 22.31 feet along the westerly right-of-way of FM 1495 at the position $x=3,137,183.16'$, $y=13,539,765.10'$;

Thence South 69 degrees 27 minutes 07 seconds W, a distance 112.09 feet to a set 5/8 inch iron rod with cap stamped "RPLS 4679" at the position of $x=3,137,078.21'$, $y=13,539,725.76'$;

Thence continuing South 69 degrees 27 minutes 07 seconds W, a distance of 1642.29 feet to a set 5/8 inch iron rod with cap stamped "RPLS 4679" at the position of $x=3,135,540.57'$, $y=13,539,149.39'$;

Thence South 69 degrees 07 minutes 40 seconds West, a distance of 194.83 feet to the position of $x=3,135,358.54'$, $y=13,539,079.98'$;

Thence South 65 degrees 36 minutes 35 seconds West, a distance of 176.72 feet to the position of $x=3,135,197.61'$, $y=13,539,007.01'$;

Thence South 64 degrees 51 minutes 03 seconds West, a distance of 235.22 feet to the position of $x=3,134,984.72'$, $y=13,538,907.06'$;

Thence South 64 degrees 22 minutes 08 seconds West, a distance of 631.11 feet to the position of $x=3,134,415.77'$, $y=13,538,634.09'$;

Thence South 64 degrees 10 minutes 51 seconds West, a distance of 962.12 feet to the position of $x=3,133,549.80'$, $y=13,538,215.10'$;

Thence South 64 degrees 04 minutes 12 seconds West, a distance of 564.92 feet to the position of $x=3,133,041.81'$, $y=13,537,968.11'$;

Thence South 64 degrees 06 minutes 20 seconds West, a distance of 611.45 feet to the position of $x=3,132,491.80'$, $y=13,537,701.10'$;

Thence South 64 degrees 10 minutes 44 seconds West, a distance of 447.76 feet to the position of $x=3,132,088.79'$, $y=13,537,506.10'$;

Thence South 64 degrees 11 minutes 56 seconds West, a distance of 503.20 feet to the position of $x=3,131,635.81'$, $y=13,537,287.11'$;

Thence South 63 degrees 56 minutes 55 seconds West, a distance of 548.81 feet to the position of $x=3,131,142.81'$, $y=13,537,046.11'$;

Thence South 64 degrees 09 minutes 51 seconds West, a distance of 562.28 feet to the position of $x=3,130,636.79'$, $y=13,536,801.10'$;

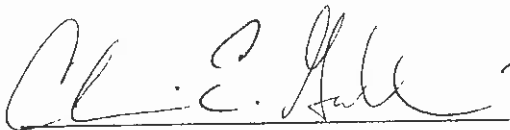
Thence South 64 degrees 12 minutes 33 seconds West, a distance of 496.48 feet to the position of $x=3,130,189.81'$, $y=13,536,585.11'$;

Thence South 63 degrees 56 minutes 34 seconds West, a distance of 605.62 feet to the position of $x=3,129,645.81'$, $y=13,536,319.11'$;

Thence South 64 degrees 12 minutes 21 seconds West, a distance of 309.86 feet to the easterly of the Department of Energy Property Line at the position of $x=3,129,366.85'$, $y=13,536,184.29'$;

Thence North 03 degrees 23 minutes 22 seconds West, a distance of 23.80 feet to the position of $x=3,129,365.45'$, $y=13,536,208.04'$ at the POINT OF BEGINNING, said tract being 4.34 acres more or less as shown on the attached map.

Note: Basis of bearing for this description is the bearing between the two found subsidence monuments found within the Department of Energy, Bryan Mound Tract, being SMS 29 ($x=3,128,474.20'$ and $y=13,535,683.61'$) and SMS 41 ($x=3,128,665.68'$ and $y=13,537,687.44'$) with a computed bearing of North 05 degrees 27 minutes 30 seconds West, distance of 2013.19 feet.

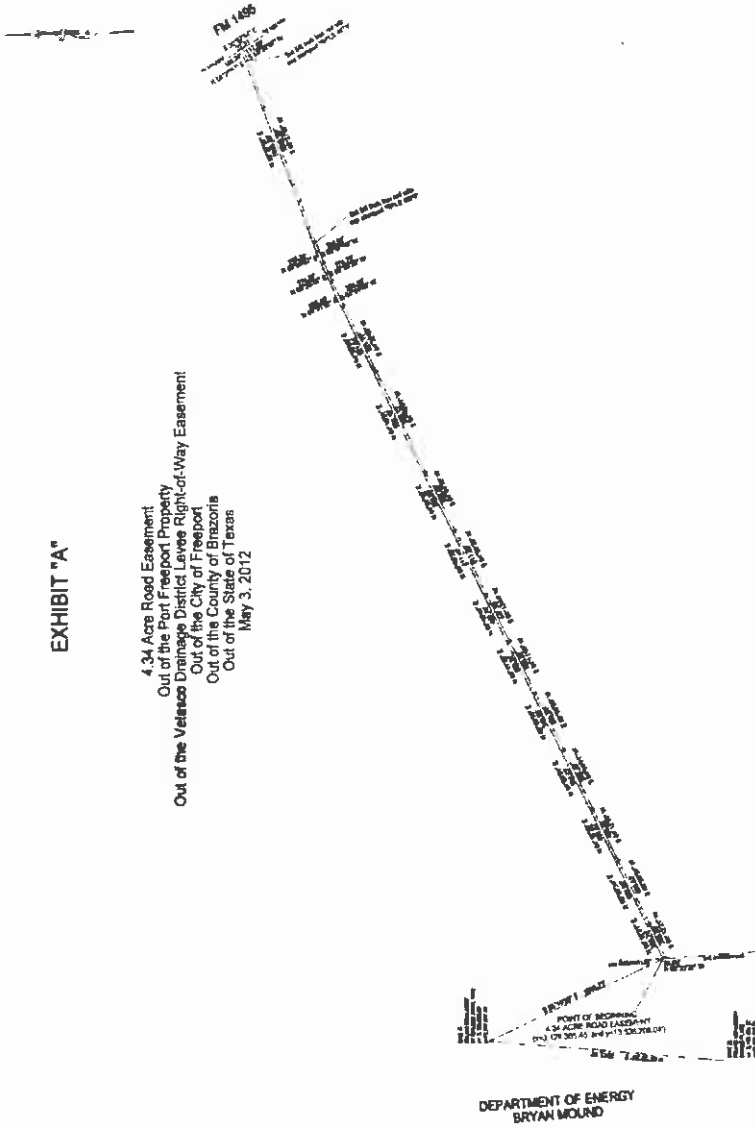


Chris E. Gallion
Registered Professional Land Surveyor
Registration Number 4679



EXHIBIT "A"

4.34 Acre Road Easement
 Out of the Port Freeport Property
 Damage District 17
 Out of the City of Freeport
 Out of the County of Brazoria
 Out of the State of Texas
 May 3, 2012



1. The survey was conducted by the Surveyor General of the State of Texas, and the same is hereby certified to be correct and true.

Survey No. 1007
 Approved by the Surveyor General of the State of Texas

COUNTY OF BRAZORIA)(

CITY OF FREEPORT)(

BE IT REMEMBERED that the Planning and Traffic Commission of the City of Freeport, Texas met in a regular meeting on, **Tuesday, July 24, 2012 at 6:00 P.M.** at the Police Department Conference Room, 430 North Brazosport Boulevard, Freeport, Texas to discuss the following:

Planning Commission:

Edward Garcia – Chairman
Reuben Cuellar
Tobey Davenport - Absent
Jesse Aguilar, Jr. - Absent
Eddie Virgil

Staff: Melissa Farmer
Kola Olayiwola
Wallace Shaw
Nat Hickey

Guest:

Open Meeting.

Mr. Edward Garcia called meeting to order at 6:00 P.M.

Invocation.

Mr. Wallace Shaw opened the meeting with a prayer.

Approval of the Minutes for June 26, 2012.

Ms. Eddie Virgil moved to accept the minutes for June 26, 2012, seconded by Mr. Reuben Cuellar, unanimous vote for approval.

Discuss/consider Mr. and Mrs. Mohler's request for re-plat of Block Five Hundred and Thirty-Three (533), Lots Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16), Velasco Townsite, Freeport, Texas, to be known locally as 201 North Avenue B.

Mr. Reuben Cuellar moved to accept the re-plat, seconded by Ms. Eddie Virgil, unanimous vote for approval.

Discuss/consider appointing Two (2) Planning Commission members to serve on a special committee to review material related to the City of Freeport's Master Plan.

Ms. Eddie Virgil made a motion to appoint Mr. Reuben Cuellar and Ms. Eddie Virgil to serve on a special committee to review material related to the City of Freeport's Master Plan with Mr. Edward Garcia as an alternate back-up, seconded by Mr. Reuben Cuellar, unanimous vote for approval.





PROPERTY MANAGEMENT

June 29, 2012

Jeff Pynes
Chief Executive Officer
City Manager

Jeff Pynes
City Manager

re: A0211 C Henniger Tract 1
26% Undivided Interest
Tax ID 0211-0014-000

Please place the following item on the ^{Aug 6}~~July 16~~, 2012, City Council agenda:

Discuss / consider the sale of the City's portion of the undivided 26% interest in A0211 C Henniger Tract 1, to Leoniadas McMurray, Tax ID 0211-0014-000.

- Find attached copy of a) Property data sheet
- b) Bid analysis sheet
- c) Plat showing location of subject property.

Mr McMurrey owns the remaining 74% undivided interest.

N C Hickey
Property

encl.

/s



**PROPERTY MANAGEMENT
MEMO**

Council Agenda Date: July 16, 2012
Agenda item: _____

Legal Description: A0211 C Henniger Tract 1
Street Address: 26% Undivided Interest
Tax ID No: 0211-0014-000

Type of Property: Trust
Sheriff Sale Date: 2-8-2011
Sheriff Deed Number: 11-005888

Years Taxes Delinquent: 23
Taxes extinguished by Sheriff Sale: \$18,641.02

Appraisal District Value: \$ 8,450.00
Offer by: **Leonidas McMurrey** \$ 4,225.00
Court Cost & Post Judgment: \$ 732.29

Amount Left to Distribute: \$ 3,492.71
Distribution Amount to Freeport: \$ 1,008.26
Property Recommendation: Pleasure of Council

Action: [] Accept Offer
[] Reject Offer
[] Re-agenda

Zone: C-2

COMMENTS:

Mr McMurrey owns the remaining 74% interest in this tract.

Motion by _____ Second _____ Vote _____

BID ANALYSIS

Cause Number: 54771 **Account Number:** 0211-0014-000
Offer Amount: \$4,225.00 **Value \$:** \$8,450.00
Person Offering: LEONIDAS MCMURREY **Adjudged Value\$:** \$8,450.00

Judgement Information

Taxing Entity	Tax Years	Amount Due
BC	1981-2009	\$2,352.58
BCED		\$781.45
Brazosport ISD		\$7,578.07
BRHND		\$530.78
Brazosport College		\$525.52
Velasco Drainage		\$681.78
Road Dist 34		\$0.00
City of Freeport		\$5,056.65
Total		\$17,516.81

Costs

Court Costs	\$398.00	Sheriff Fees	
Publication Fees		Research Fees	
Ad Litem		Recording fee's	
	Liens		0
Cost of Deed		Deed file date	
Total			\$398.00

Post Judgement Information

Taxing Entity	Tax Year's	
BC	2010	\$58.34
BCED		\$0.00
Brazosport ISD		\$151.07
BRHND		\$8.50
Brazosport College		\$23.14
Velasco Drainage		\$11.08
Road Dist 34		\$0.00
City of Freeport		\$88.18
Post Judgment Total		\$334.29

Proposed Distribution

Offer Amount **Costs + P & J**
 \$4,225.00 \$732.29
Net to Distribute \$ **\$3,492.71**

BC	13.43%	\$469.09
BCED	4.48%	\$155.81
Brazosport ISD	43.26%	\$1,511.01
BRHND	3.03%	\$105.83
Brazosport College	3.00%	\$104.78
Velasco Drainage	3.95%	\$137.93
Road Dist 34	0.00%	\$0.00
City of Freeport	28.87%	\$1,008.26



Pct. 1

0211-0214-000

Pg 478 b



PROPERTY MANAGEMENT

Jeff Pynes
Chief Executive Officer
City Manager

July 23, 2012

Jeff Pynes
City Manager

re: Tract 6, Block W, Abstract 90
Tax ID 0090-0016-000

Please place the following item on the August 6, 2012, City Council Agenda:

Disicuss / consider the sale of city interest in tract 6, block W,
Abstract 90 (Slaughter Road Area)
Tax ID 0090-0016-000

This property was struck-off to Brazoria County as Trustee by deed 2011038133 on
September 14, 2011.

An offer has been made to the Brazoria County Resale Committee by Stephen Cone.

Find attached the following documents regarding this offer:

- a. Property Management Data Shet
- b. Bid Analysis
- c. Plat showiing location of property.


N C Hickey
Property

Attach

/s

xc: Lacey Powell



**PROPERTY MANAGEMENT
MEMO**

Council Agenda Date: August 6, 2012
Agenda item:

Type of Property: Trust
Sheriff Deed: 2011-036133 (9-14-2011)
Street Address: County Road 217 (Old SH-36)
Legal Description: Tract 6, Block W, Abst. 90
Account Number: 0090-0016-110

Years Taxes Delinquent: 17 years (1995-2011)
Extinguished by Sheriff Sale: \$23,185.54

Appraisal District Value: \$6,700.00
Offer by: Stephen Cone \$6,700.00
Court Cost & Post Judgment: \$9,695.87 (includes \$6,576.16 City liens)

Amount to Distribute: \$(-2,995.87)
Distribution to Freeport: \$ -0-

Council Action: Accept Offer
 Reject Offer

COMMENTS:

Motion by _____ Second _____ Vote _____

BID ANALYSIS

Cause Number:	94T5617	Account Number:	0090-0016-110
Offer Amount:	\$6,700.00	Value \$:	\$6,700.00
Person Offering:	STEPHEN CONE	Adjudged Value\$:	\$47,450.00

Judgement Information

Taxing Entity	Tax Years	Amount Due
BC	1995-2009	\$3,204.19
Brazosport ISD		\$11,639.85
BRHND		\$608.67
Brazosport College		\$759.98
Velasco Drainage		\$673.04
City of Freeport		\$6,299.83
	Total	\$23,185.54

Costs

Court Costs	\$992.52	Sheriff Fees	\$1,377.36
Publication Fees	\$170.40	Research Fees	\$125.00
Ad Litem		Recording fee's	\$24.00
	Liens		\$6,576.16
Cost of Deed		Deed file date	
	Total		\$9,265.44

Post Judgement Information

Taxing Entity	Tax Year's	
BC	2010-2011	\$72.78
Brazosport ISD		\$103.68
BRHND		\$8.34
Brazosport College		\$32.27
Velasco Drainage		\$14.37
City of Freeport		\$108.99
	Post Judgment Total	\$430.43

Proposed Distribution

Offer Amount	\$8,700.00	Costs + P & J	\$9,695.87
Net to Distribute \$			-\$2,995.87

BC	13.82%	-\$414.02
Brazosport ISD	50.20%	-\$1,504.02
BRHND	2.63%	-\$78.65
Brazosport College	3.28%	-\$98.20
Velasco Drainage	2.90%	-\$88.97
City of Freeport	27.17%	-\$814.02

RECEIVED
MAY 30 2012
PROPERTY MGMT

Pg. 481

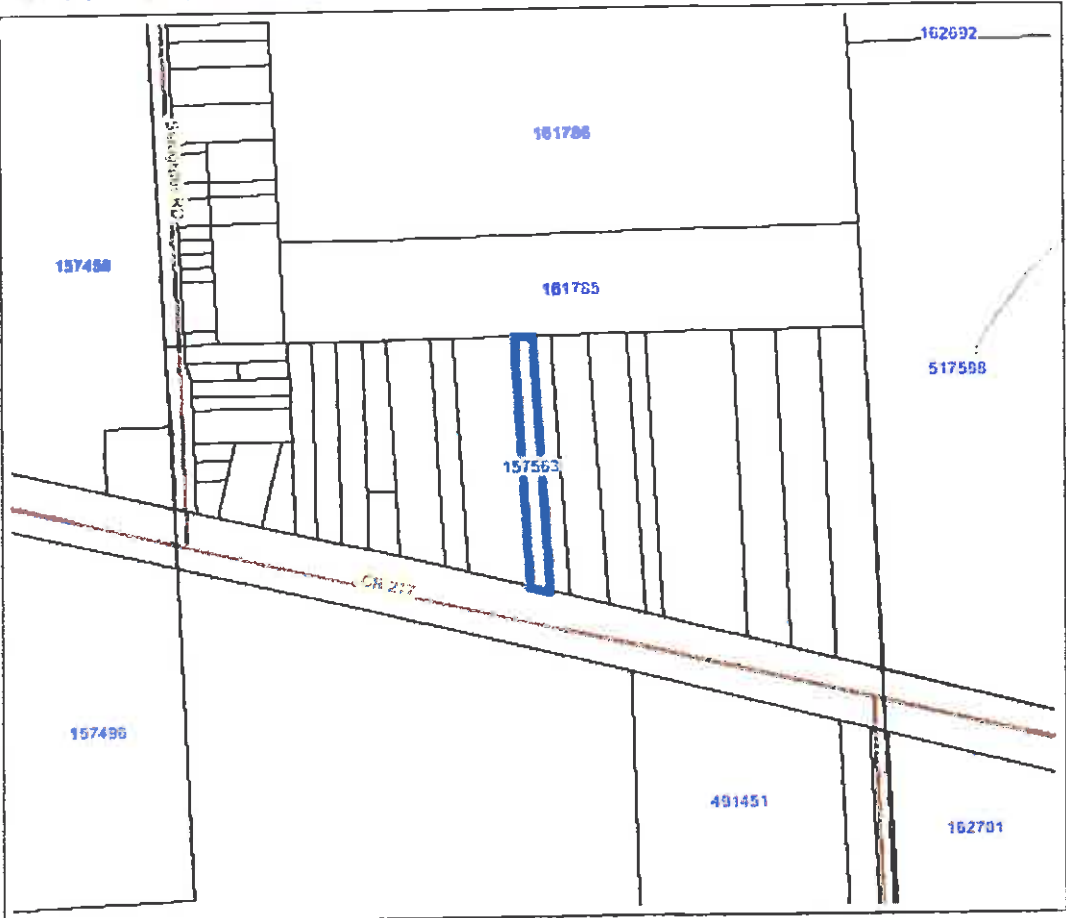
Brazoria CAD

Property Search Results > Property ID 157563 BRAZORIA COUNTY IN TRUST for Year 2012

Property Details



Account
 Property ID: 157563
 Geo. ID: 0090-0016-110
 Type: Real
 A0090 J G & G W
 MCNEEL, BLOCK W.
Legal Description:
 TRACT 6, ACRES 1.000, FREEPORT
Location
 Address: COUNTY ROAD 217 TX
 Neighborhood: DIVISION 18 SUBS
 Mapsco:
Jurisdictions:
 CAD, CFP, DR2, GBC, JBR, NAV, RDB, SBR
Owner
 Name: BRAZORIA COUNTY IN TRUST



Address
Property
 Appraised Value: \$6,700

- Map Layers
- Radius Search

Website version 1.2.2.0

Disclaimer

Database last updated on: 5/16/2012 5:58 AM

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RESOLUTION NO. 2012-2397

A RESOLUTION OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; MAKING FINDINGS OF FACT; ACCEPTING THE OFFER OF THE JORDAN FAMILY TRUST AND AUTHORIZING THE MAYOR AND CITY SECRETARY TO EXECUTE AND ATTEST, RESPECTIVELY, AND THE MAYOR TO ACKNOWLEDGE AND DELIVER A DEED EXCHANGE WITH THE JORDAN FAMILY TRUST WHEREBY LOTS 17, 18, 19, 20, 21 and 22, BLOCK 59, LOT 5, BLOCK 581, LOT 3, BLOCK 647 and LOT 2, BLOCK 694, VELASCO TOWNSITE OF SAID CITY, NOW OWNED BY SAID TRUST, ARE EXCHANGED FOR LOT 5, BLOCK 623, LOT 19, BLOCK 729, LOTS 1, 2, 7 AND 18, BLOCK 731, LOT 16, BLOCK 744, LOT 20, BLOCK 776, AND LOTS 10 AND 13, BLOCK 787 OF SAID TOWNSITE, NOW OWNED BY SAID CITY AND SAID AGENCY; CONTAINING A SEVERANCE CLAUSE; PROVIDING THAT THIS RESOLUTION SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION; AND PROVIDING THAT THE ORIGINAL OF THIS RESOLUTION SHALL BE MAINTAINED BY THE CITY SECRETARY IN THE PERMANENT RECORDS OF SAID CITY AND A CERTIFY COPY HEREOF RECORDED WITH SAID DEEDS OF EXCHANGE IN THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS.

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, the Urban Renewal Agency of the City, hereinafter "the Agency", was, upon adopting an urban renewal plan under the Urban Renewal Law, adopted by Acts 1957, 55th Leg., p. 704, ch. 298, then appearing as Article 12691-3, Revised Civil Statutes (1925) and now codified as Chapter 374 of the Local Government Code, created by the City to exercise urban renewal project powers under said law; and,

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

WHEREAS, Section 374.015(a)(5) of the Local Government Code authorizes the City and the Agency to acquire real property that is necessary or incidental to an urban renewal project; and,

WHEREAS, Section 272.001(a) of the Local Government Code provides that, before land owned by the City may be sold or exchanged for other land, notice must be published in a newspaper of general circulation in the county in which the land is located; and

WHEREAS, Section 272.001(a) of the Local Government Code requires that such notice be published on two separate dates and provides that the sale or exchange may not be made until after the 14th day after the date of the second publication; and,

WHEREAS, on the 23rd day of June, 2012, and the 30th day of June, 2012, an invitation for an exchange of the hereinafter described land owned by the City and located outside the Urban Renewal Project for other land not owned by the City and the Agency and located within the Urban Renewal Project was published in the Brazosport Facts, a newspaper of general circulation in Brazoria County, Texas, the county where such land is located; and,

WHEREAS, at its meeting held on the 16th day of July, 2012, the City Council received the bid the Jordan Family Trust to exchange the hereinafter described land owned by it and located within the Urban Renewal Project for the hereinafter described land owned by the City and located outside of the Urban Renewal Project, such bid being the only bid therefor; and,

WHEREAS, at such meeting, the City Council determined that the value of the lots owned by the City and the value of the lots being offered in exchange by the said Jordan Family Trust are equivalent and, therefore, such exchange is a fair exchange and will benefit the City by making possible the acquisition of lots necessary to complete the Urban Renewal Project and accepted its bid; and,

WHEREAS, the Urban Renewal Board of the Agency met on the 20th day of July, 2012, and adopted a resolution making findings of fact, ratifying the action of the City Council in accepting the bid of the said Jordan Family Trust.

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

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

Second, having accepted the bid of the said Jordan Family Trust offering lots located within the Urban Renewal Project for other lots owned by the City and located outside of the Urban Renewal Project, the City Council of the City hereby authorizes the Mayor and City Secretary thereof to execute and attest, respectively, and the Mayor to acknowledge a deed of exchange whereby Lot 5, Block 623, Lot 19, Block 729, Lots 1, 2, 7 and 18, Block 731, LOT 16, Block 744, Lot 20, Block 776, and Lots 10 and 13, Block 787, Velasco Townsite, now owned by the City, are exchanged for Lots 17, 18, 19, 20, 21 and 22, Block 59, Lot 5, Block 581, Lot 3, Block 647 and Lot 2, Block 694 Velasco Townsite, now owned by the said Jordan Family Trust.

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

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

Fifth, the original of this resolution, after execution and attestation, shall be maintained by the City Secretary in the permanent records of the City and a certified copy hereof recorded with said Deeds of Exchange in the Official Records of Brazoria County, Texas.

READ, PASSED AND ADOPTED this _____ day of _____, 2012.

Norma Moreno Garcia, 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

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DEED OF EXCHANGE

This Indenture between the CITY OF FREEPORT, TEXAS, a municipal corporation located in Brazoria County, Texas, organized and existing under the Constitution and Laws of the State of Texas and its Home Rule Charter as a Home Rule City and a Home Rule Municipality, herein-after **the City**, and the URBAN RENEWAL AGENCY OF THE CITY OF FREEPORT, TEXAS, hereinafter **the Agency**, which, upon adopting an urban renewal plan under the Urban Renewal Law, adopted by Acts 1957, 55th Leg., p. 704, ch. 298, then appearing as Article 1269I-3, Revised Civil Statutes (1925) and now codified as Chapter 374 of the Local Government Code, the City created to exercise urban renewal project powers under said law, the City and the Agency hereinafter being collectively called **First Parties**, and the JORDAN FAMILY TRUST, a private trust with offices in Brazoria County, Texas hereafter called **Second Party**;

WITNESSETH:

First Parties have granted, and by these presents, do grant, convey and assign unto Second Party the following described real property lying and situated in Brazoria County, Texas, to-wit:

Lot 5, Block 623; Lot 19, Block 729; Lots 1, 2, 7 & 18, Block 731; Lot 16, Block 744; Lot 20, Block 776; and Lots 10 & 13, Block 787, all located in the Velasco Townsite of said City, according to the map or plat recorded in Volume 32, page 14 of the Deed Records of Brazoria County, Texas.

TO HAVE AND TO HOLD unto Second Party and the successors and assigns of Second Party, forever, in exchange for the conveyance to First Parties of the real property described below, and First Parties do hereby bind First Parties and the successors and assigns of First Parties to Warrant and Forever Defend, all land singular, the said premises unto Second Party and the successors and assigns of Second Party, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under First Parties but not otherwise.

Second Party has granted, conveyed and assigned and by these presents, does grant,

convey and assign unto First Parties the following described real property lying and situated in Brazoria County, Texas, to-wit:

Lots 17, 18, 19, 20, 21 and 22, Block 59, Lot 5, Block 581, Lot 3, Block 647 and Lot 2, Block 694 of the Velasco Townsite of the City of Freeport, Brazoria County, Texas, according to the map or plat of said townsite on file in Volume 32, page 14 of the Deed Records of Brazoria County, Texas.

TO HAVE AND TO HOLD unto First Parties and the successors and assigns of First Parties, forever, in exchange for the conveyance to Second Party of the real property first described above, and Second Party does hereby bind Second Party and the successors and assigns of Second Party to Warrant and Forever Defend, all and singular, the said premises unto First Parties and the successors and assigns of First Parties, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through and under Second Party but not otherwise.

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

Each party acknowledges that heretofore Notice that SEALED BIDS OR PROPOSALS addressed to the City Manager labeled "Real Property Bid" by any person, firm or corporation desiring to trade for the real property first described above would be received at the office of the City Manager located at 200 W. 2nd St., Freeport, Brazoria County, Texas 77541, during normal business hours until 2:00 o'clock, p.m., on the 16th day of July, 2011, on which day, beginning at 2:00 o'clock, p.m., all such bids or proposals will be opened and publicly read aloud was published once per week for two consecutive weeks, in the Brazosport Facts, a newspaper having general circulating within the City and its environs and that the first publication was more than 15 days before the date last mentioned above on which bids were opened and read aloud; and that the bid of the Second Party was the only bid received.

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This Deed of Exchange is being executed by the parties hereto on the date of the taking of the acknowledgments of each such party as set forth below but the effective date of this Deed of Exchange for all purposes shall be deemed to be the date of the last acknowledgment to be affixed and it shall be effective as of that date.

FIRST PARTIES.

The City of Freeport, Texas

By _____
Norma Moreno Garcia, Mayor

ATTEST:

City Secretary
City of Freeport, Texas

The Urban Renewal Agency of the
City of Freeport, Texas

By _____
Its Chairman

ATTEST:

Its Secretary

"SECOND PARTY"

THE JORDAN FAMILY TRUST

By _____
Jesse Lee Jordan, Trustee

THE STATE OF TEXAS X

COUNTY OF BRAZORIA X

This instrument was acknowledged before me on the _____ day of _____, 2012, by NORMA MORENO GARCIA as Mayor of the City of Freeport, Texas.

Notary Public, State of Texas

THE STATE OF TEXAS X

COUNTY OF BRAZORIA X

This instrument was acknowledged before me on the _____ day of _____, 2012, by _____ as Chairman of the Urban Renewal Agency of the City of Freeport, Texas.

Notary Public, State of Texas

THE STATE OF TEXAS X

COUNTY OF BRAZORIA X

This instrument was acknowledged before me on the _____ day of _____, 2012, by JESSIE LEE JORDAN as Trustee of the JORDAN FAMILY TRUST.

Notary Public, State of Texas

MAILING ADDRESSES OF PARTIES:

First Parties:

200 West Second Street
Freeport, TX 77541

Second Party:

P.O. Box 1650
Lake Jackson, TX 77566

AFTER RECORDING, RETURN TO:

Property Manager
City of Freeport
200 West Second Street
Freeport, TX 77541

C:\Freeport.URA\URA-Jordan Family Trust\Deed