

**After recording  
please return to:**

FLNG Land II, Inc.  
333 Clay Street, Suite 5050  
Houston, Texas 77002  
Attn: General Counsel

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(Above Space for Recorder's Use Only)

Tract No. 6

**EASEMENT FOR PIPELINE  
RIGHT-OF-WAY**

For and in consideration of the monies contributed by FLNG Land, Inc. as part of a settlement of the *Stevens v. Surfside* Case (Cause No. 46,747) as well as the mutual promises of the parties herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged (collectively, the "**Consideration**"), this Easement for Pipeline Right-of-Way (hereinafter the "**Agreement**") is entered into between and among **The Village of Surfside Beach, Texas**, whose mailing address is \_\_\_\_\_ (hereinafter called "**Grantor**"), and **FLNG Land II, Inc.**, a Delaware corporation having its principal place of business at 333 Clay Street, Suite 5050, Houston, Texas 77002, its successors and assigns (hereinafter called "**Grantee**"), where Grantor does hereby grant, sell, convey and warranty unto Grantee a perpetual permanent easement and right-of-way (the "**Easement**") for the purposes of surveying, laying, constructing, inspecting, maintaining, operating, repairing, replacing (but not enlarging the size of), altering, reconstructing, removing and abandoning in place:

two (2) pipelines, not to exceed twelve inches (12") in nominal pipe diameter

(hereinafter, "**pipeline(s)**") together with all fittings, cathodic protection equipment, pipeline markers, associated fiber optic cabling and equipment, and all other equipment and appurtenances related thereto (hereinafter, collectively "**appurtenances**") for the transportation of natural gas and nitrogen, on, under, across and/or through a strip of land thirty (30) feet in width, as more particularly described on ATTACHMENT B, which is attached hereto and made a part hereof located on real property situated in the County of Brazoria in the State of Texas owned by Grantor and described in more detail in Exhibit A attached hereto (hereinafter the "**Property**").

In addition, (i) during the original construction of the pipeline(s) (including, without limitation, Grantee's reclamation, mitigation and/or restoration activities), as hereinafter defined (the "**Initial Construction Period**"), the easement and right-of-way granted hereunder shall also include the area described under the headings "Temporary Workspace," "Construction Access Road" and "Additional Temporary Workspace", as applicable, and as are more particularly described in Exhibit A hereto (collectively, the "**Temporary Workspace**"), and (ii) at all times during which this Agreement is in effect, in the event the

Easement abuts, commences at, and/or terminates on the boundary line of any public, or similarly dedicated, road easement, the Easement shall continue to the centerline of such road easement, so as to allow the pipeline(s) to cross any such road. The Easement and the Temporary Workspace shall be referred to herein collectively as the "**Easement Area**".

The aforesaid Easement is granted subject to the following terms, stipulations and conditions which are hereby covenanted and agreed to by Grantor. By acceptance of any of the benefits hereunder, Grantee shall be deemed to have agreed to be bound by the covenants applicable to Grantee hereunder.

1. The liabilities and responsibilities of the Grantor and Grantee for claims for damages and losses relating to the Easement Area are described in the paragraphs below:

A. Grantee will pay all commercially reasonable costs and expenses that result from the Grantee's, or anyone acting on the Grantee's behalf, use of the Easement Area including but not limited to damages caused by petroleum leaks and spills and damages to Grantor's crops, pastures, drainage systems, produce, water wells, livestock, bridges, lanes, improvements, equipment, fences, structures or timber, except to the extent the damages are caused by the negligence, recklessness, or willful misconduct of the Grantor, its invitees or anyone acting on the Grantor's behalf. Notwithstanding the foregoing, Grantor acknowledges and agrees that Grantee has compensated Grantor, in advance, for the reasonably anticipated and foreseeable costs and expenses which may arise out of, are connected with, or relate in any way to Grantor's conveyance of the Easement and the customary installation, presence or operation of the pipeline(s) upon the Property, including but not limited to, any and all tree, crop, plant, timber, harvest or yield loss damages, diminution in value of the Property, or any other reasonably foreseeable damages attributable to or arising from Grantee's execution of the initial construction, mitigation, and restoration activities within the Easement Area.

B. Grantee agrees to defend with counsel of its choice, and shall indemnify and hold harmless Grantor and Grantor's tenants, heirs, successors and assigns and their officers, agents, servants, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and reasonable attorney's fees, for injury to and/or death of any person and/or for damage to any property (including without limitation environmental damage or pollution) arising out of or in connection with Grantee's use or occupancy of the premises or operations hereunder, even if such injuries, death, or damage are caused in whole or in part by the negligence, other fault, and/or strict liability of Grantee, Grantee's successors, assigns, contractors, or sub-contractors or their officers, agents, servants, or employees. This indemnity agreement shall protect Grantor and Grantors tenants, heirs, successors and assigns and their officers. Provided, however, that the above indemnity agreement shall not protect Grantor, Grantor's tenants, heirs, successors or assigns, or their officers, agents, servants, invitees or employees against the consequences of their own negligence, recklessness, or intentional conduct.

2. Provided its use of the Property does not in any manner interfere with or prevent the exercise by Grantee of its rights hereunder, or create an actual or potential hazard to the pipeline(s) or appurtenances thereto, the undersigned Grantor, its successors, heirs or assigns, reserve all oil, gas and minerals on and under the Property and the right to farm, graze and otherwise fully use and enjoy the Property; provided, however, that Grantee shall have the right hereafter to cut, keep clear and remove all trees, brush, shrubbery, undergrowth, structures and other obstructions or facilities, without additional compensation, in the Easement, (and in the Temporary Workspace during the period it may be used hereunder) being conveyed, that are deemed by Grantee to injure, endanger or interfere in any manner with the proper and efficient construction, operation, use, inspection, maintenance or repair of said pipeline(s) or the appurtenances thereto; and, provided, further, that Grantor shall not excavate or otherwise alter the ground elevation from such ground elevation that existed at the time construction is completed, construct any dam or otherwise create a water impoundment within or over the Easement without prior authorization of Grantee. Grantee shall have all privileges necessary or convenient for the full use of the rights herein granted, including, without limitation, reasonably necessary rights of access,

ingress and egress to the Easement, in, over and across the Easement (and the Temporary Workspace during the period it may be used hereunder), provided, however, except in case of emergency, Grantee agrees that to the extent existing public roads, public rights-of-way, the Construction Access Roads (if any) or other easements in favor of Grantee provide reasonable access to the Easement Area, Grantee shall use such existing roads, rights-of-way, and easements for ingress and egress.

3. Grantee shall have the right to remove any fence that now crosses or may cross the Easement Area during Initial Construction Period of the pipeline(s). Prior to cutting any fence, however, Grantee shall brace the existing fence to be cut adequately on both sides of the proposed cut by suitable H-braces to prevent the remainder of the fence from sagging. Before the fence wire is cut, it is to be attached to the posts in a manner that there will be no slackening of or damage to the wire. Each such wire gap is to be reinforced so as to be strong enough to prevent livestock from passing through same. Upon completion of initial construction operations, each wire gap will be removed and a permanent gate installed, which gate shall, to the extent reasonably practicable, be constructed out of similar or better grade materials than already used for existing gates on the Property. Each entry and exit gate shall be securely closed and locked, except when Grantee or its authorized personnel are actually passing through same. Grantee and its designated contractors, employees and invitees hereby agree to keep all access gates closed at all times when not in use to prevent the cattle, horses and/or other livestock located on the Property from straying.
4. Grantor shall, upon thirty (30) days prior notice to Grantee, further have the right to construct, maintain, repair, and operate above ground fences, roads, streets, alleys, sidewalks, bridges, and drainage pipes across the Easement Area at an angle of not less than forty-five (45) degrees to Grantee's pipeline(s); provided, however, Grantor shall exercise said rights in such a manner so that (i) Grantee's pipeline(s) or the appurtenances located within the Easement Area shall not be endangered, obstructed, injured or interfered with; (ii) Grantee's access to the Easement Area, Grantee's pipeline(s) and the other appurtenances located thereon are not interfered with; (iii) Grantee shall not be prevented from traveling within and along Easement Area on foot or in vehicle or machinery; (iv) Grantee's pipeline(s) are left with the amount of cover originally installed to allow safe operation of Grantee's pipeline(s); (v) Grantee's pipeline(s) are left with proper and sufficient and permanent lateral support; and (vi) Grantee's use of the Easement Area for the purposes set forth herein is not unreasonably impaired or interfered with.
5. During the Initial Construction Period, Grantee shall also provide suitable crossings on, over and across the Easement Area so as to afford Grantor reasonable access over and across and the Easement Area in accordance with Grantor's customary use of the Property.
6. Grantee shall dispose of all brush and debris, if any, cleared from the Easement Area by burning, chipping, and/or burying, which method of disposal shall be selected by Grantee in Grantee's sole discretion.
7. Grantee shall install Grantee's pipeline(s) to a minimum depth of thirty-six inches (36") below current grade level and any then existing drainage ditches, creeks and roads, except at those locations where rock is encountered, the pipeline(s) may be installed with a minimum depth of twenty-four inches (24"). Such depth shall be measured from the top of the pipe to the surface of the ground.
8. In areas of cropland, Grantee agrees to cause the topsoil to be removed from the trench to a depth of twelve inches (12") or the topsoil depth, whichever is less, and return, as nearly as practicable, said topsoil to its original, pre-construction position relative to the subsoil.
9. Prior to the conclusion of the Initial Construction Period, Grantee shall grade, slope, and re-seed the Easement Area with grass seed comparable to that on the areas of the Property adjoining the Easement Area, in order to restore the same to its pre-construction grade and condition, to the extent reasonably possible and to the extent such grade does not interfere with the maintenance and/or safe operation of the Grantee's pipeline(s).

10. Grantee shall maintain the Easement Area by keeping it clear of all litter and trash during periods when Grantee and its employees, agents, or contractors are on the Easement Area.

11. Notwithstanding anything herein to the contrary, except as otherwise required by applicable laws, regulations or industry standards, Grantee shall not install or maintain any permanent above-ground structures or improvements of any kind on or within the Easement other than pipeline markers (which markers may be required to be placed along the Easement by applicable Department of Transportation Code regulations and other applicable statutes and regulations of governmental authorities) and cathodic protection equipment. After the Initial Construction Period expires, no pipelines, above-ground structures, installations, equipment or apparatus of any kind will be on or within the Temporary Workspace.

12. In the event Grantee elects to permanently cease operations of the pipeline(s) in the Easement, Grantee shall abandon or remove the pipeline(s) in accordance with all then applicable federal and state laws, rules and regulations relating to such abandonment.

13. Grantor acknowledges and agrees that Grantee shall have the right to modify the location of the pipeline(s) within the Easement Area and/or Temporary Workspace as a result of various engineering factors or to correct the legal description of the Easement Area and/or Temporary Workspace to conform with the actual location of the required Easement Area and/or Temporary Workspace; provided, however, the pipeline(s) may not be placed outside the Easement Area without the prior written consent of Grantor, such consent not to be unreasonably withheld, conditioned, or delayed. In the event such a modification is required by Grantee, Grantee may modify the location of the Easement Area and/or Temporary Workspace by recording a "Notice of Location" referring to this instrument and setting forth the modified legal description of the Easement Area and/or Temporary Workspace, which description may be set forth by map attached to said Notice. A copy of the Notice shall be delivered to the Grantor. Without limiting Grantee's right to modify the location of the Easement Area and/or Temporary Workspace by recording a "Notice of Location" as aforesaid, Grantor agrees to execute and deliver to Grantee any additional documents Grantee may request to modify or correct the legal description of the Easement Area and/or Temporary Workspace to conform with the actual location of the required Easement Area and/or Temporary Workspace. If such documents are required, they will be prepared by Grantee at its expense. Grantor shall receive additional reasonable compensation only if the acreage within the Easement Area and/or Temporary Workspace increases as a result of the changed location.

14. Grantee shall comply in all material respects, at Grantee's sole cost, with all applicable federal, state, and local laws, rules, and regulations which are applicable to Grantee's activities hereunder, including, without limitation, the construction, use, operation, maintenance, repair and service of Grantee's pipeline(s). Notwithstanding the foregoing, Grantee shall not be responsible for any costs that are necessitated, caused by, or are the result of any act or omission of negligence, recklessness, or willful misconduct by the Grantor or anyone acting on the Grantor's behalf.

15. All notices under this Agreement shall be in writing, addressed to the addresses first set forth above and be delivered by (i) certified mail, postage prepaid, and return receipt requested, (ii) next business day delivery via a reputable national courier service, (iii) regular United States mail, (iv) facsimile, (v) e-mail or (vi) hand delivery. A party may change its address for notice by giving notice of such change to the other party.

16. The undersigned hereby bind themselves, and their respective heirs, executors, administrators, successors and assigns, to this Agreement, unto Grantee, its successors and assigns. The Easement granted hereby shall create a covenant and burden upon the portions of Property described on Exhibit A hereto, and running therewith.

17. It is agreed that this Agreement constitutes the entire agreement between the parties and that no other agreements have been made modifying, adding to or changing the terms of the same. This Agreement shall not be abrogated, modified, rescinded or amended in whole or in part without the consent of Grantor and Grantee, in writing and executed by each of them, and duly recorded in the appropriate real property records.

18. The terms, stipulations, and conditions of this Easement are subject to all applicable laws, regulations, and permit conditions.

19. This Agreement shall be governed by the law of the State of Texas, in which the Easement Area is situated.

20. This Agreement may be executed in counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

21. Grantee has inspected the premises and covenants not to sue Grantor, Grantor's tenants, heirs, successors or assigns, or their officers, agents, servants, or employees because of any presently existing defective condition in, upon, or around the premises.

**{BALANCE OF THIS PAGE INTENTIONALL LEFT BLANK—  
SIGNTURES ON FOLLOWING PAGE}**

IN WITNESS WHEREOF, Grantor has executed this Agreement as of the \_\_\_\_ day of \_\_\_\_\_, 2013.

**GRANTORS:**

**VILLAGE OF SURFSIDE BEACH**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GRANTEE:**

**FLNG LAND II, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**{ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGE}**

ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on \_\_\_\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ on behalf of the Village of  
Surfside Beach.

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Printed Name)*  
Notary Public

Notary ID No. \_\_\_\_\_

My commission expires: \_\_\_\_\_

**Exhibit A**

**EASEMENT AREA**

[INSERT DESCRIPTION OF EASEMENT AREAS]



Minutes – Surfside Beach City Council – January 8<sup>th</sup>, 2013

Elected Officials Present: Mayor James Bedward, Council members Mark Corey, Bob Eastman, Chris Jeannott, Bob Petty, and Georgia Keeney

City Employees present: Glenna Makovy, City Secretary. Chief Gary Phillips, Billy Harris, Building Official, and City Attorney, George Vie.

The Surfside Beach City Council convened in a meeting on January 8<sup>th</sup>, 2013 at 7:00 PM.

- 1) CALL MEETING TO ORDER AND ANNOUNCE THE QUORUM
- 2) MOMENT OF SILENCE
- 3) PLEDGE OF ALLEGIANCE
- 4) CITIZENS/VISITORS COMMENTS TO COUNCIL

A) Brooks Porter asked about the status of the purchase of the beach rake and tractor. Mayor stated he would be going to Gulf Shores to view 4 tractors and beach rakes they have for sale. Porter also asked about the status of the renourishment on beach drive. Mayor stated that we are waiting on the GLO to put in for an extension called a groin at the end of Hwy 332 to prevent further erosion. Then we would use the stock piled sand to build up beach drive. GLO is looking for a time frame around September of this year. Porter asked about using the dredged boat dock sand to rebuild the beach. Mayor explained this sand is not able to be used due to the composition.

5) MAYORAL/ALDERMEN/COMMITTEE/POLICE;ANNOUNCEMENTS

- a) Historical Commission – Jan Grant reported that the Historical Commission would be meeting tomorrow
- b) Planning Commission – Ronnie Grant reported that the Planning Commission did not meet in December and wanted to thank everyone for working so hard to get the beach rake after the deal fell through with City of Freeport
- c) Police Department – Chief Phillips read the police and EMS report. The report is in the council packet.
- d) Bob Petty wanted to thank Pegi Llewellyn on her efforts to secure the grant for the completion of the bike trail along Blue Water Hwy
- e) Bob Eastman reminded everyone about Dunes Day
- f) Mayor Bedward announced that we would be moving more sand into the stockpile

6) CONSENT ITEMS

Georgia Keeney motioned to approve the minutes from the meeting on 12/11/12, and approval of the expenditures for December 2012. Second by Mark Corey. All in favor.

7) REGULAR ITEMS

1. Discuss and consider for approval a variance for the property located at 118 Velasco Shores Drive. Bob Petty motioned to approve the variance. Second by Mark Corey. All in favor. Variance granted.
2. Discuss and consider for approval a variance for the Surfside Volunteer Fire Department to use Stahlman Park on May 1<sup>st</sup>, 2013. Mark Corey motioned to approve the variance. Second by Georgia Keeney. All in favor. Variance granted.
3. Discuss and consider for action the grant of a quit claim deed to Jack R. Grant and Jamelle N. Grant of an easement 20 feet in width centered upon the common line between Lots 4 and 5, in Block 555 and a similar easement centered upon the common line between Lots 4 and 5, in Block 557, and authorizing the Mayor to execute a quit claim deed upon approval by the City Attorney. Bob Petty made a motion to approve the quit claim deed. Seconded by Bob Eastman. All in favor.

8) CLOSED SESSION

**The City Council to convene into closed session pursuant to the Texas Government Code: Section 551.071(2), "consultation with attorney" to discuss and receive legal advice pertaining to the following:**

(a) Cause No. 46,747; *Charles L. Stevens, et al. v. Village of Surfside Beach, et al.* – In the 239<sup>th</sup> Judicial District Court of Brazoria County, Texas.

9) RECONVENE INTO OPEN SESSION

- a) Motion made by Georgia Keeney to approve a resolution authorizing the Mayor James Bedward and City Attorney George Vie to cooperate with Freeport LNG and provide easements and temporary work space for proposed LNG pipeline improvements as part of a possible resolution of the Stevens vs. Surfside Beach litigation. Second by Mark Corey. All in favor.

10) ADJOURNMENT – CITY COUNCIL MEETING 7:39 PM.

Attest: \_\_\_\_\_

Glenna Makovy, City Secretary



January 18, 2013

Village of Surfside Beach  
1304 Monument Drive  
Surfside Beach, TX 77541  
Attention: Mayor James Bedward

**RE:** Approval of Easements and Temporary Work Space For Resolution of Stevens v. Surfside Litigation and Transfer of Stevens Real Property Interest to Surfside

Dear Mayor Bedward,

As you are aware FLNG Land, Inc., as an intervener into the *Stevens v. Surfside* Case (Cause No. 46,747), has been working jointly with Surfside, its title insurance carrier-retained trial counsel and Surfside's City Attorney, George Vie, in an attempt to successfully settle the pending litigation. An acceptable settlement has tentatively been reached through the payment to the Plaintiffs of approximately \$250,000 (of which, FLNG Land is contributing \$230,000 and the remainder is being funded from the title policy company) in exchange for FLNG Land acquiring the Plaintiffs' ownership interest in the 4.99-acre property in question.

While there is value to FLNG Land to help settle this case and avoid the uncertainty of the outcome of litigation, FLNG Land is confident that the ultimate cost to FLNG Land, irrespective of the feasible trial outcomes, is substantially less than \$230,000. Nevertheless, FLNG Land is willing to contribute this substantial sum to the resolution of this case for the added consideration of obtaining (for itself or its affiliates), at no further charge, additional easement rights, road way crossing permits and temporary work space rights from the Village of Surfside for FLNG Land's affiliate's liquefaction expansion project currently being developed on Quintana Island. A summary of our estimated pipeline and utility easement/road crossing needs has been previously provided to Mr. Vie via email from Shaw Ottis (FLNG Land's Senior Counsel) dated January 4, 2013 (incorporated herein by reference); *provided that*, the route alternatives set forth therein have not been finalized.

FLNG Land would propose that it convey the undivided fee interest in the 4.99-acre tract that it is obtaining from the Plaintiffs to Surfside (so that Surfside may then possess full title to such tract) in exchange for paying no further monetary consideration to Surfside for the additional easements and temporary work space described above that traverse Surfside property or roads. With respect to the final routing of the additional easements, those easements would be routed along a path either (1) parallel to Freeport LNG existing 42" natural gas pipeline or (2) a route that is mutually acceptable to both Freeport LNG and Surfside (such acceptance not to be unreasonably withheld).

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**FLNG Land, Inc.**

333 Clay Street, Suite 5050 • Houston, Texas 77002-4173

Phone: 713-980-2888 • Fax: 713-980-2903



If the above transaction is acceptable in concept to you, we would appreciate your written acknowledgment of same so that FLNG Land can confirm its above monetary commitment with respect to the proposed settlement of the Stevens' case. (Notably, we recognize that Surfside and FLNG Land, or its applicable affiliate, will need to further discuss and agree upon the non-commercial terms and conditions of the easements, road crossing permits and temporary work space rights. We look forward to addressing those issues with you in the near future.)

If you have any questions regarding the above, you or Mr. Vie may contact Shaw Ottis at the number set forth below. Otherwise, we would appreciate your acknowledgment in the space provided in this letter and a copy of the signed acknowledgment returned to us.

Sincerely,

Charles Reimer  
President, FLNG Land, Inc.

AGREED AND ACKNOWLEDGED:

  
\_\_\_\_\_  
James Bedward, Mayor

1/21/13  
\_\_\_\_\_  
Date

---

**FLNG Land, Inc.**

333 Clay Street, Suite 5050 • Houston, Texas 77002-4173

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January 18, 2013

Village of Surfside Beach  
1304 Monument Drive  
Surfside Beach, TX 77541  
Attention: Mayor James Bedward

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---

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Phone: 713-980-2888 • Fax: 713-980-2903



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If you have any questions regarding the above, you or Mr. Vie may contact Shaw Otis at the number set forth below. Otherwise, we would appreciate your acknowledgment in the space provided in this letter and a copy of the signed acknowledgment returned to us.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Reimer", written over a horizontal line.

Charles Reimer  
President, FLNG Land, Inc.

AGREED AND ACKNOWLEDGED:

A handwritten signature in black ink, appearing to read "James Bedward", written over a horizontal line.  
James Bedward, Mayor

11/21/13  
Date

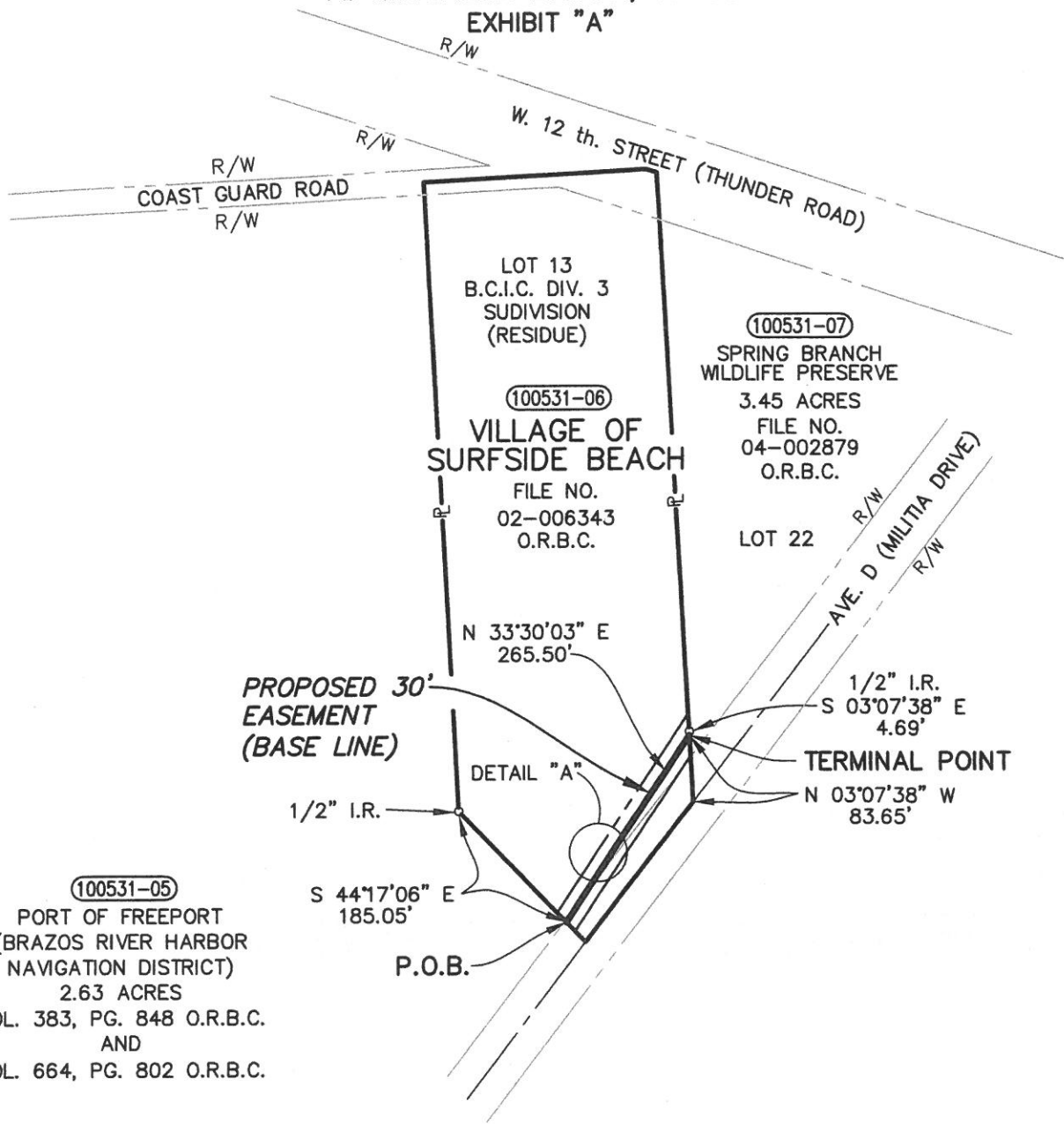
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**FLNG Land, Inc.**

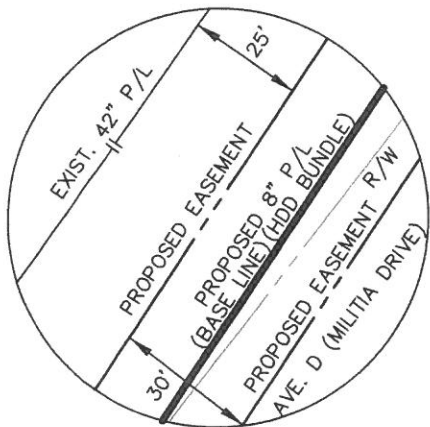
333 Clay Street, Suite 5050 • Houston, Texas 77002-4173  
Phone: 713-980-2888 • Fax: 713-980-2903

# BRAZORIA COUNTY, TEXAS

PART LOT 13, B.C.I.C DIVISION 3 SUBDIVISION  
 A. MITCHELL LABOR, A-98  
 EXHIBIT "A"



(100531-05)  
 PORT OF FREEPORT  
 (BRAZOS RIVER HARBOR  
 NAVIGATION DISTRICT)  
 2.63 ACRES  
 VOL. 383, PG. 848 O.R.B.C.  
 AND  
 VOL. 664, PG. 802 O.R.B.C.



DETAIL "A"

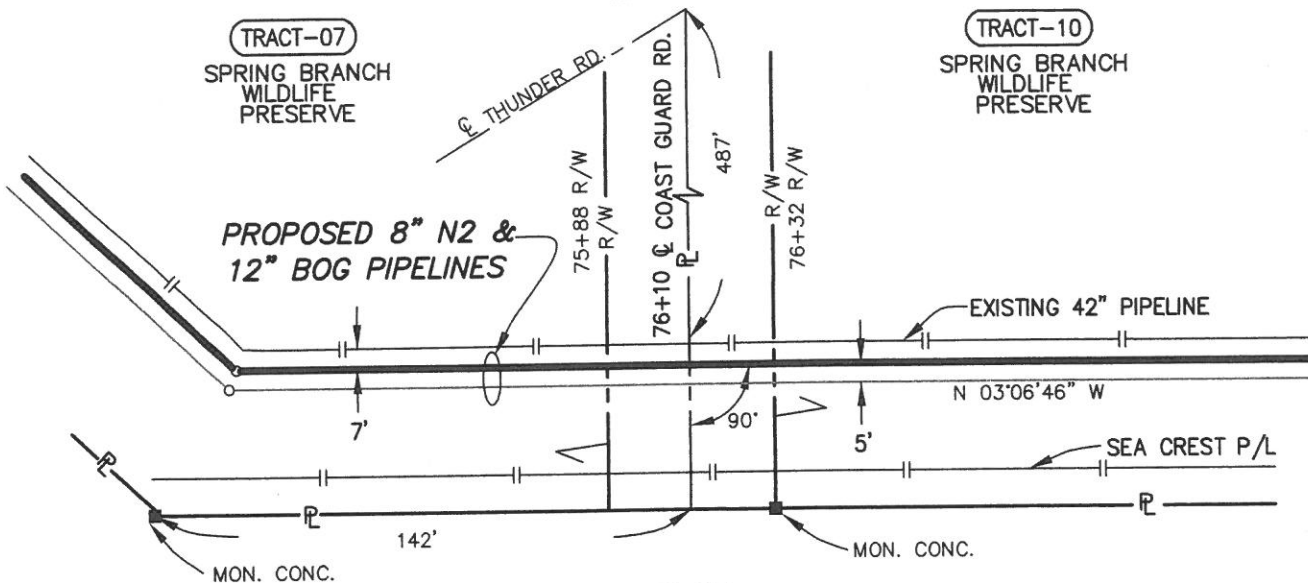
# BRAZORIA COUNTY, TEXAS

A. MITCHELL SURVEY, A-98  
"EXHIBIT A"



TRACT-07  
SPRING BRANCH  
WILDLIFE  
PRESERVE

TRACT-10  
SPRING BRANCH  
WILDLIFE  
PRESERVE



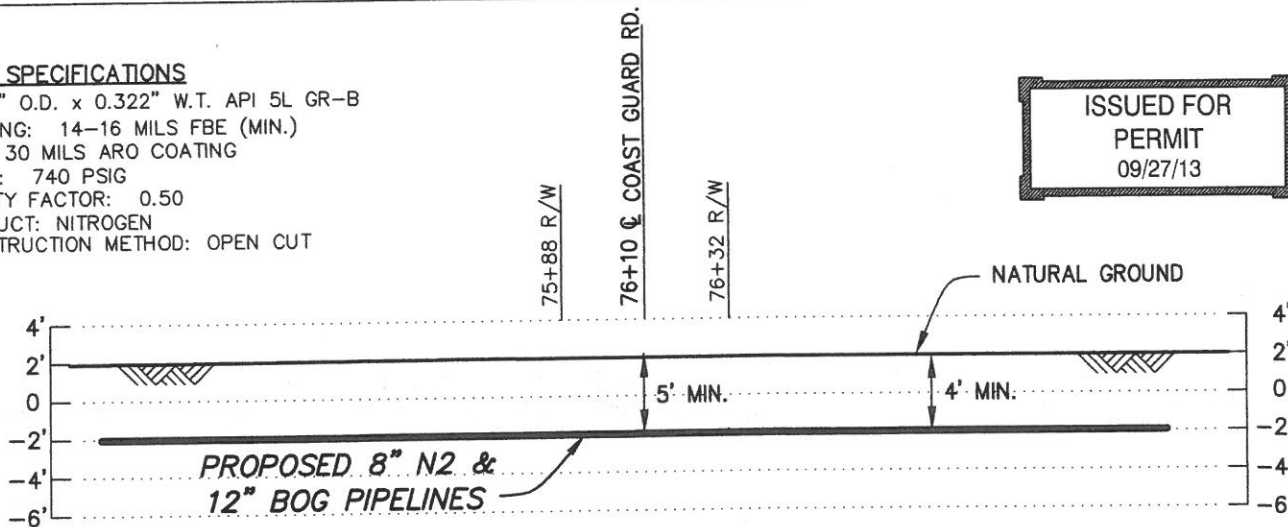
## PLAN

1" = 50'

### PIPE SPECIFICATIONS

8.625" O.D. x 0.322" W.T. API 5L GR-B  
COATING: 14-16 MILS FBE (MIN.)  
PLUS 30 MILS ARO COATING  
MAOP: 740 PSIG  
SAFETY FACTOR: 0.50  
PRODUCT: NITROGEN  
CONSTRUCTION METHOD: OPEN CUT

ISSUED FOR  
PERMIT  
09/27/13



### PIPE SPECIFICATIONS

12.75" O.D. x 0.500" W.T. API 5L X-65  
COATING: 14-16 MILS FBE (MIN.)  
PLUS 30 MILS ARO COATING  
MAOP: 1,440 PSIG  
SAFETY FACTOR: 0.50  
PRODUCT: NATURAL GAS  
CONSTRUCTION METHOD: OPEN CUT

### PROFILE

SCALE: 1" = 50' HORIZ.  
1" = 10' VERT.

THIS DOCUMENT IS ISSUED FOR  
PERMIT  
AND IS NOT FOR  
CONSTRUCTION PURPOSE

ALLAN WAYNE TAYLOR  
TEXAS LIC. 066870

## Freeport LNG Development

### COAST GUARD ROAD CROSSING

REV.	DATE	BY	DESCRIPTION	CHK.

PROJECT NO. 100531

BRAZORIA COUNTY, TEXAS

DRAWN BY: TC

DATE: 8/27/13

DWG. NO.

REV.

CHECKED BY: JW

DATE: 9/11/13

100531-9302

A

SCALE: AS SHOWN

APP.: AT



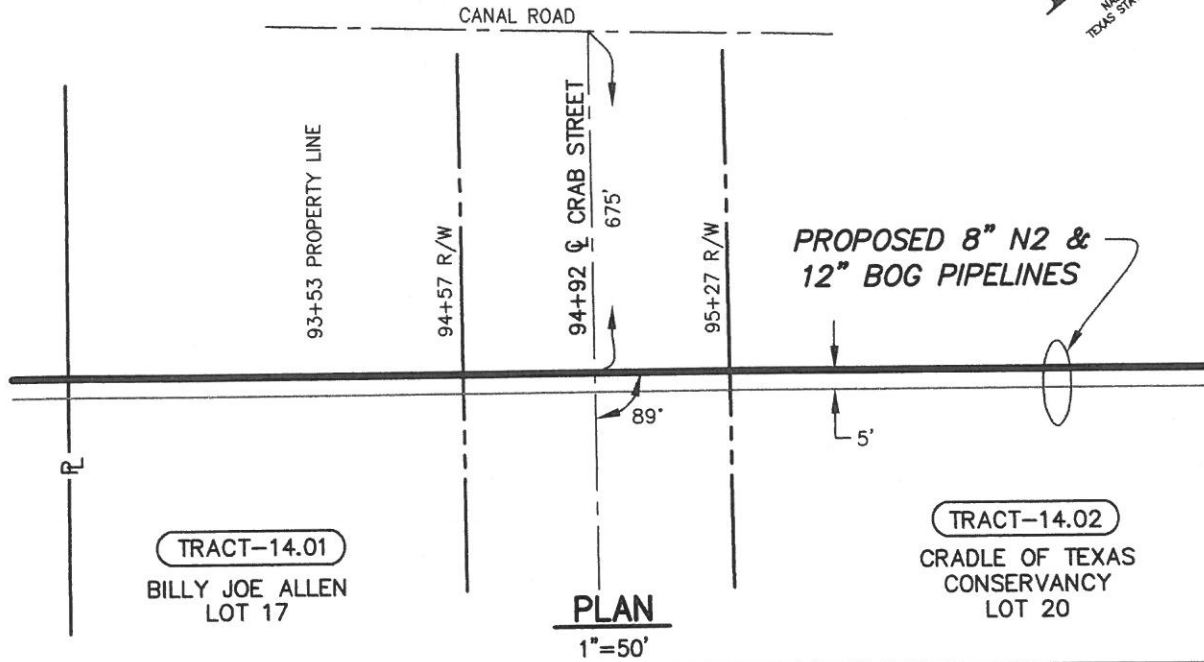
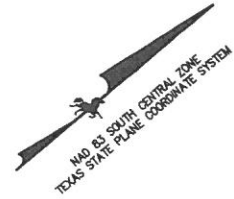
Wood Group Mustang, Inc.  
TEXAS REGISTERED ENGINEERING FIRM F-2999

FILE: R:\Projects\100531\DISCIPLINE\CAD\DRAWINGS\93-PERMIT\100531-9302\_COASTGUARD-RD.dwg PLOT DATE: 8/27/2013 BY: THOMPSON, WILLIAM



# BRAZORIA COUNTY, TEXAS

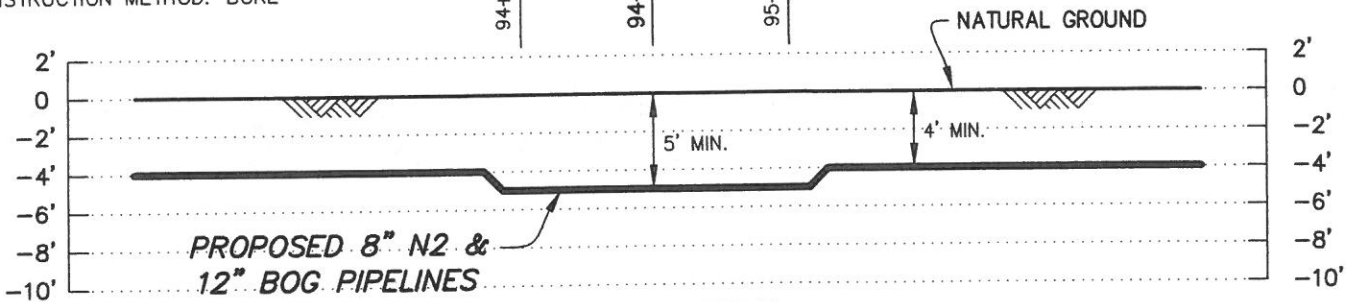
A. MITCHELL SURVEY, A-98  
"EXHIBIT A"



### PIPE SPECIFICATIONS

8.625" O.D. x 0.322" W.T., GR. B  
COATING: 12-14 MILS FBE  
PLUS 30 MILS ARO COATING  
MAOP: 740 PSIG  
SAFETY FACTOR: 0.50  
PRODUCT: NITROGEN  
CONSTRUCTION METHOD: BORE

ISSUED FOR  
PERMIT  
09/27/13



### PIPE SPECIFICATIONS

12.75" O.D. x 0.500" W.T., X-65  
COATING: 12-14 MILS FBE  
PLUS 30 MILS ARO COATING  
MAOP: 1,440 PSIG  
SAFETY FACTOR: 0.50  
PRODUCT: NATURAL GAS  
CONSTRUCTION METHOD: BORE

**PROFILE**  
SCALE: 1"=50' HORIZ.  
1"=10' VERT.

THIS DOCUMENT IS ISSUED FOR  
PERMIT  
AND IS NOT FOR  
CONSTRUCTION PURPOSE  
  
ALLAN WAYNE TAYLOR  
TEXAS LIC. 066870

REV.	DATE	BY	DESCRIPTION	CHK.

## Freeport LNG Development

### CRAB STREET CROSSING

PROJECT NO. 100531

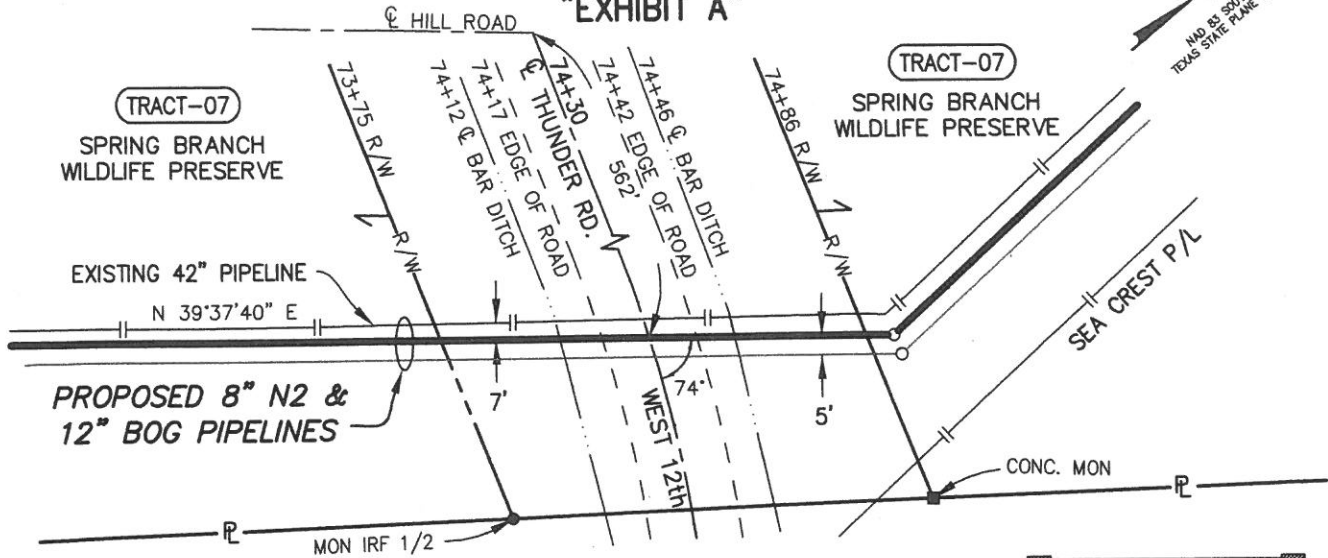
BRAZORIA COUNTY, TEXAS		DWG. NO.	REV.
DRAWN BY: WT	DATE: 9/20/13	100531-9306	A
CHECKED BY: JW	DATE: 9/20/13		
SCALE: 1"=50'	APP.: AT		



FILE: R:\Projects\100531\DISCIPLINE\CAD\DRAWINGS\93-PERMIT\100531-9306\_CRAB-ST.dwg PLOT DATE: 9/27/2013 BY: THOMPSON, WILLIAM

# BRAZORIA COUNTY, TEXAS

A. MITCHELL SURVEY, A-98  
"EXHIBIT A"



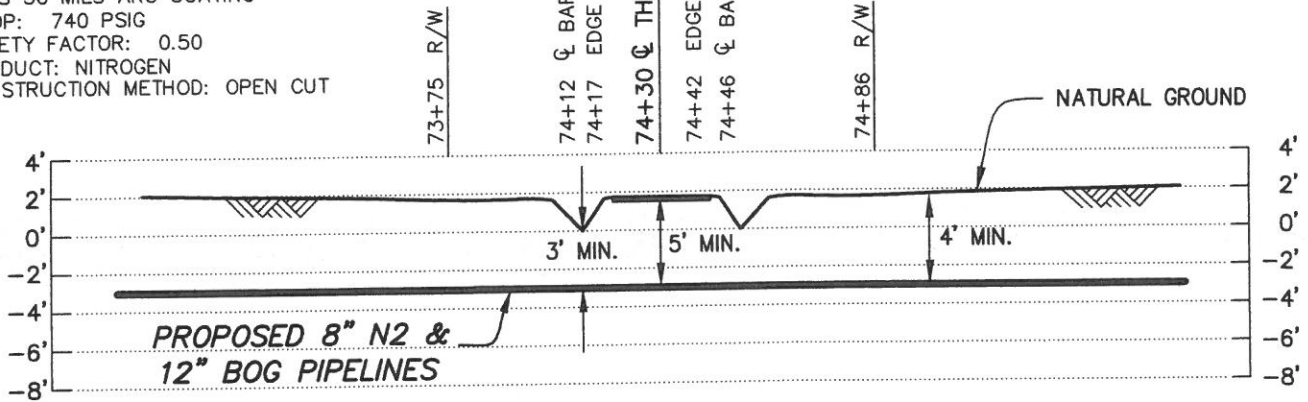
## PLAN

1" = 50'

ISSUED FOR  
PERMIT  
09/27/13

### PIPE SPECIFICATIONS

8.625" O.D. x 0.322" W.T. API 5L GR-B  
COATING: 14-16 MILS FBE (MIN.)  
PLUS 30 MILS ARO COATING  
MAOP: 740 PSIG  
SAFETY FACTOR: 0.50  
PRODUCT: NITROGEN  
CONSTRUCTION METHOD: OPEN CUT



### PIPE SPECIFICATIONS

12.75" O.D. x 0.500" W.T. API 5L X-65  
COATING: 14-16 MILS FBE (MIN.)  
PLUS 30 MILS ARO COATING  
MAOP: 1,440 PSIG  
SAFETY FACTOR: 0.50  
PRODUCT: NATURAL GAS  
CONSTRUCTION METHOD: OPEN CUT

### PROFILE

SCALE: 1" = 50' HORIZ.  
1" = 10' VERT.

THIS DOCUMENT IS ISSUED FOR  
PERMIT  
AND IS NOT FOR  
CONSTRUCTION PURPOSE

ALLAN WAYNE TAYLOR  
TEXAS LIC. 066870

## Freeport LNG Development

### THUNDER ROAD CROSSING

REV.	DATE	BY	DESCRIPTION	CHK.

PROJECT NO. 100531

BRAZORIA COUNTY,

TEXAS

DRAWN BY: TC

DATE: 08/30/13

DWG. NO.

REV.

CHECKED BY: JW

DATE: 09/10/13

100531-9301

A

SCALE: AS SHOWN

APP.: AT

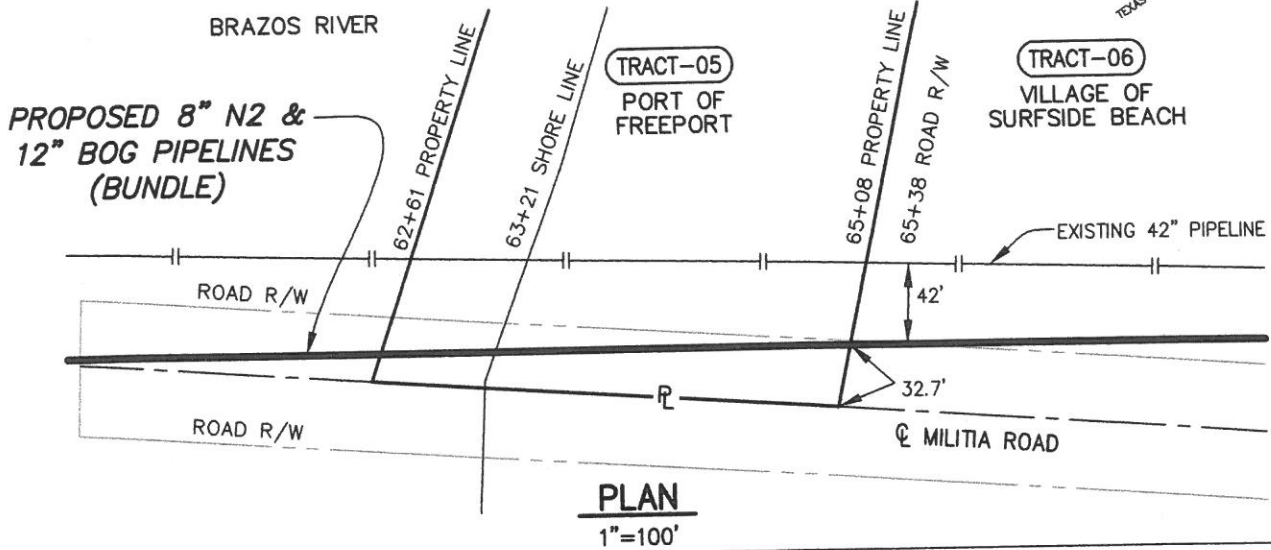
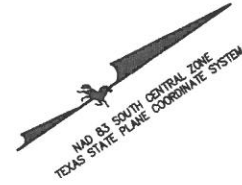


Wood Group Mustang, Inc.

TEXAS REGISTERED ENGINEERING FIRM F-2999

# BRAZORIA COUNTY, TEXAS

A. MITCHELL SURVEY, A-98  
"EXHIBIT A"



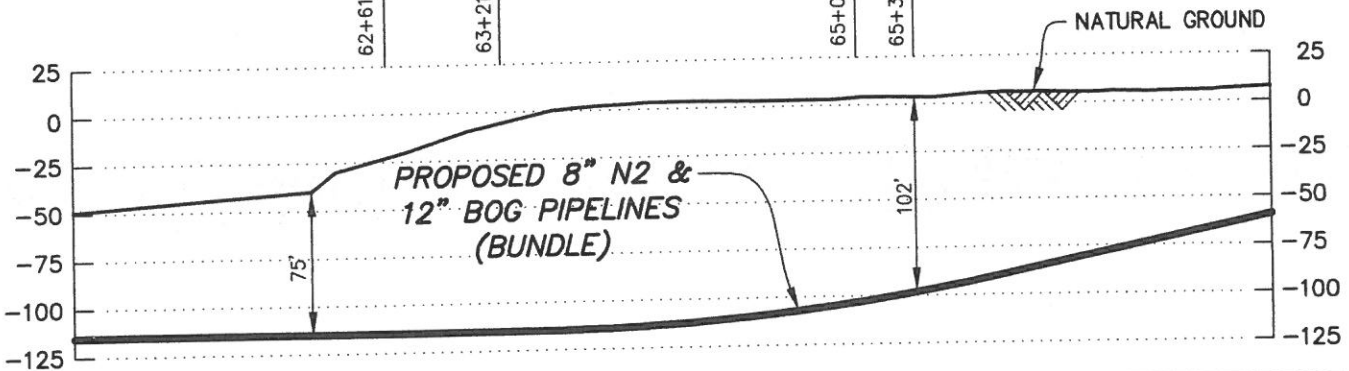
**PLAN**

1"=100'

**PIPE SPECIFICATIONS**

8.625" O.D. x 0.322" W.T., GR. B  
COATING: 12-14 MILS FBE PLUS 30 MILS ARO COATING  
MAOP: 740 PSIG  
SAFETY FACTOR: 0.50  
PRODUCT: NITROGEN  
CONSTRUCTION METHOD: HDD

ISSUED FOR  
PERMIT  
09/27/13



**PIPE SPECIFICATIONS**

12.75" O.D. x 0.500" W.T., X-65  
COATING: 12-14 MILS FBE PLUS 30 MILS ARO COATING  
MAOP: 1,440 PSIG  
SAFETY FACTOR: 0.50  
PRODUCT: NATURAL GAS  
CONSTRUCTION METHOD: HDD

**PROFILE**  
SCALE: 1"=100' HORIZ.  
1"=100' VERT.

THIS DOCUMENT IS ISSUED FOR  
PERMIT  
AND IS NOT FOR  
CONSTRUCTION PURPOSE

ALLAN WAYNE TAYLOR  
TEXAS LIC. 066870

**Freeport LNG Development**

**MALITIA ROAD CROSSING**

REV.	DATE	BY	DESCRIPTION	CHK.

PROJECT NO. 100531

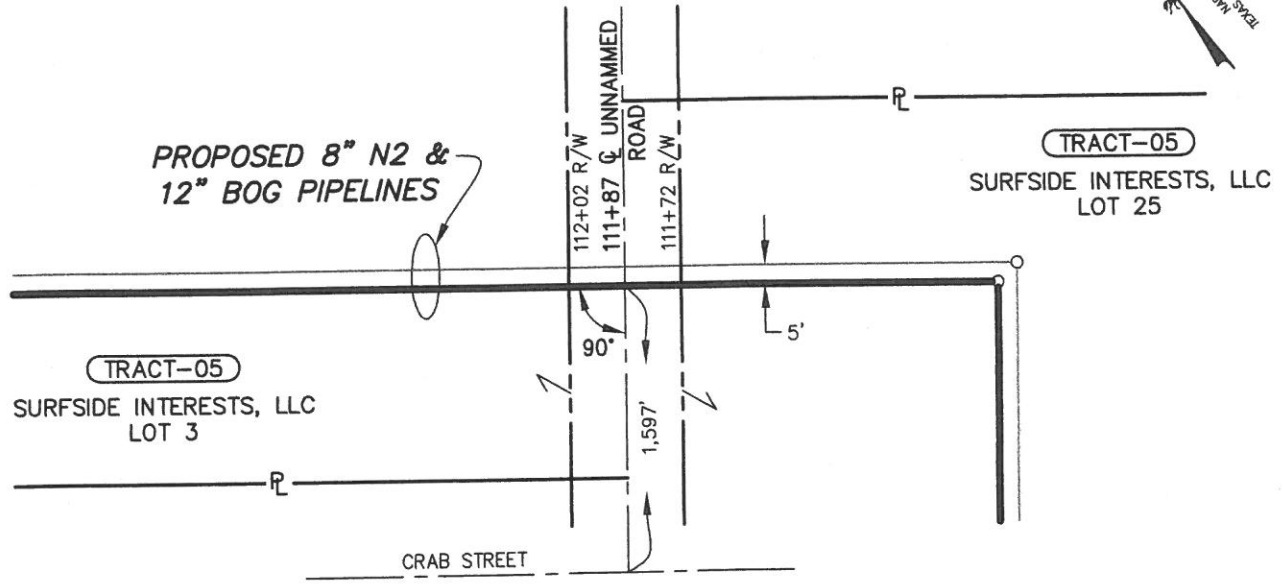
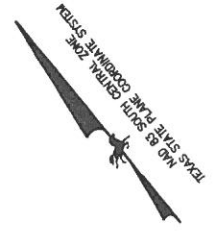


BRAZORIA COUNTY,		TEXAS	
DRAWN BY: WT	DATE: 9/20/13	DWG. NO.	REV.
CHECKED BY: JW	DATE: 9/20/13	100531-9305	A
SCALE: 1"=100'	APP.: AT		

FILE: R:\Projects\100531\DISCIPLINE\CAD\DRAWINGS\93-PERMIT\100531-9305\_MILITIA-RD.dwg PLOT DATE: 9/27/13 BY: THOMPSON, WILLIAM

# BRAZORIA COUNTY, TEXAS

A. MITCHELL SURVEY, A-98  
"EXHIBIT A"

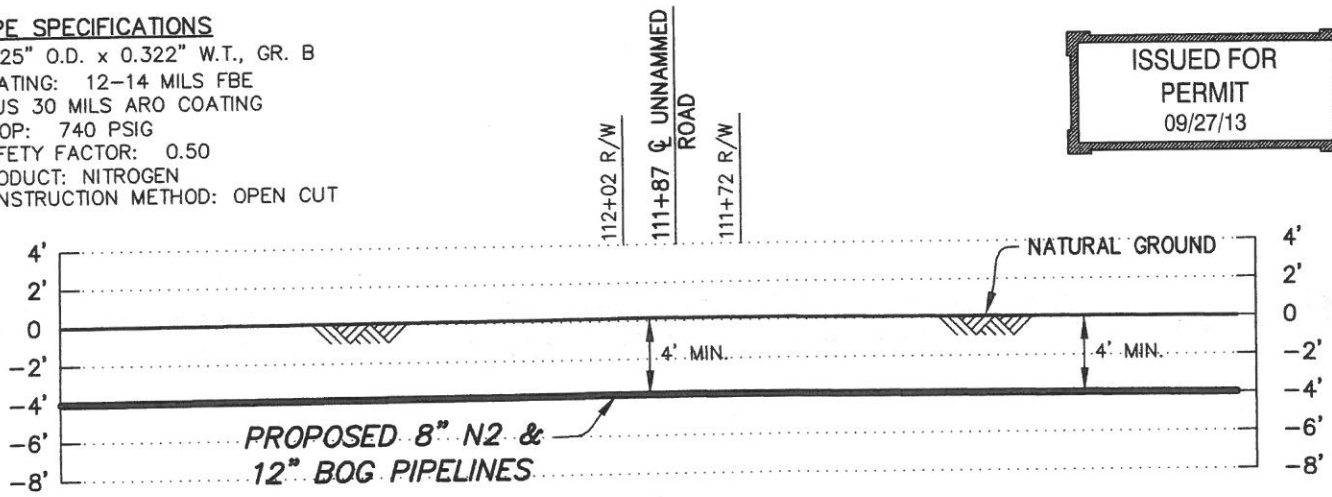


**PLAN**  
1"=50'

**PIPE SPECIFICATIONS**

8.625" O.D. x 0.322" W.T., GR. B  
COATING: 12-14 MILS FBE  
PLUS 30 MILS ARO COATING  
MAOP: 740 PSIG  
SAFETY FACTOR: 0.50  
PRODUCT: NITROGEN  
CONSTRUCTION METHOD: OPEN CUT

ISSUED FOR  
PERMIT  
09/27/13



**PIPE SPECIFICATIONS**

12.75" O.D. x 0.500" W.T., X-65  
COATING: 12-14 MILS FBE  
PLUS 30 MILS ARO COATING  
MAOP: 1,440 PSIG  
SAFETY FACTOR: 0.50  
PRODUCT: NATURAL GAS  
CONSTRUCTION METHOD: OPEN CUT

**PROFILE**  
SCALE: 1"=50' HORIZ.  
1"=10' VERT.

THIS DOCUMENT IS ISSUED FOR  
PERMIT  
AND IS NOT FOR  
CONSTRUCTION PURPOSE  
  
ALLAN WAYNE TAYLOR  
TEXAS LIC. 066870

REV.	DATE	BY	DESCRIPTION	CHK.

PROJECT NO. 100531

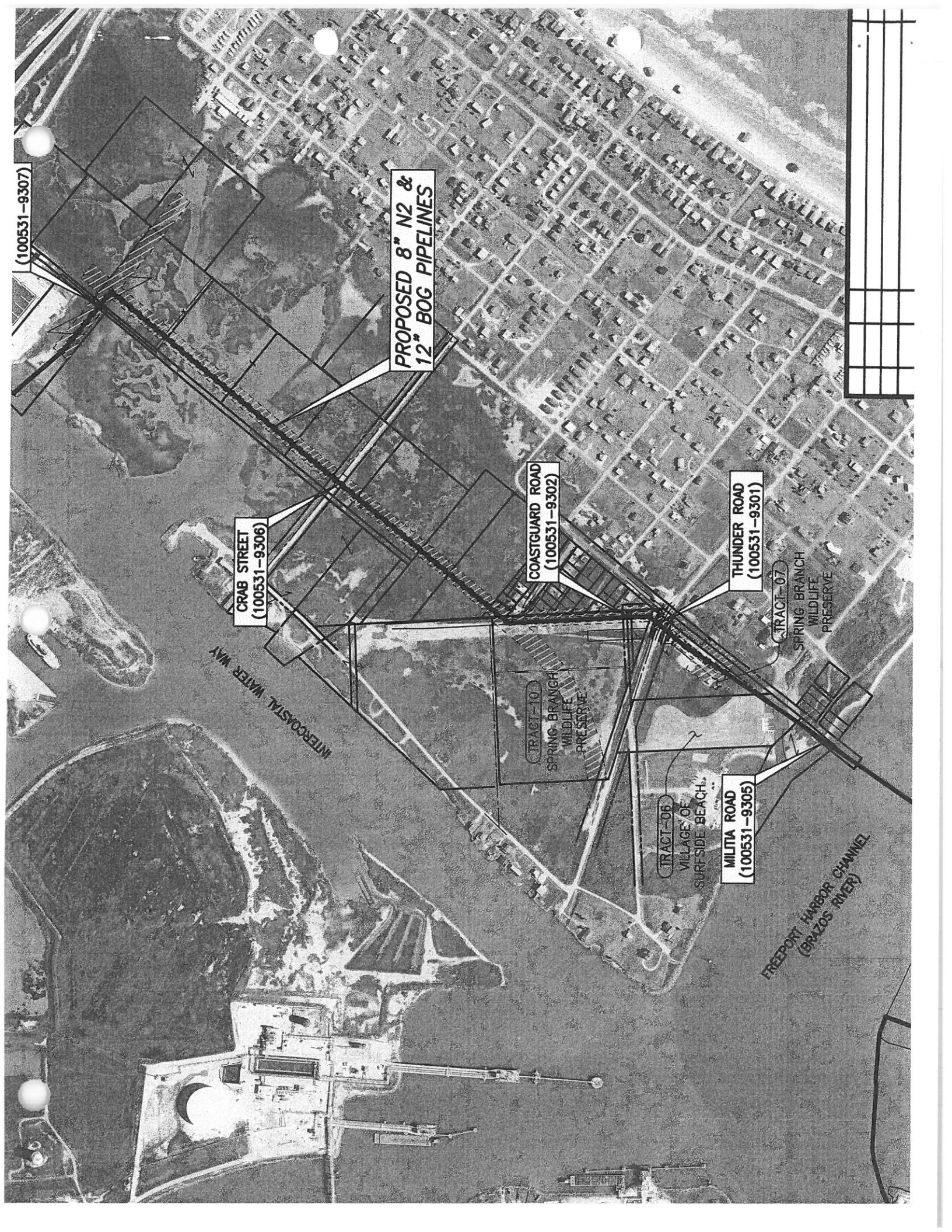
**Freeport LNG Development**

**UNNAMED ROAD CROSSING**

BRAZORIA COUNTY, TEXAS		DATE: 9/20/13	DWG. NO.	REV.
DRAWN BY: WT	DATE: 9/20/13	100531-9307	A	
CHECKED BY: JW	DATE: 9/20/13			
SCALE: 1"=100'	APP.: AT			



FILE: R:\Projects\100531\DISCIPLINE\CAD\DRAWINGS\93-PERMIT\100531-9307\_UNNAMED-RD.dwg PLOT DATE: 9/27/2013 BY: THOMPSON, WILLIAM



(100531-9307)

PROPOSED 8" N2 &  
12" BOG PIPELINES

CRAB STREET  
(100531-9306)

COASTGUARD ROAD  
(100531-9302)

THUNDER ROAD  
(100531-9301)

TRACT-07  
SPRING BRANCH  
WILDLIFE  
PRESERVE

TRACT-10  
SPRING BRANCH  
WILDLIFE  
PRESERVE

TRACT-06  
VILLAGE OF  
SURFSIDE BEACH

MILITIA ROAD  
(100531-9305)

INTERCOASTAL WATER WAY

FREEPORT HARBOR CHANNEL  
(BRAZOS RIVER)


## Glenna Makovy

---

**From:** Timothy Kirwin <Tim@jgradyrandlepc.com>  
**Sent:** Tuesday, October 15, 2013 10:35 AM  
**To:** 'Glenna Makovy (glenna@surfsidetx.org)'  
**Cc:** Grady Randle  
**Subject:** FW: Surfside Pipeline Easement & Road Crossing and Rights-of-Way Sketches  
**Attachments:** 100531\_SURFSIDE INDEX MAP.PDF; 100531-9301\_THUNDER-RD.pdf; 100531-9302\_COASTGUARD-RD.pdf; 100531-9305\_MILITIA-RD.pdf; 100531-9306\_CRAB-ST.pdf; 100531-9307\_UNNAMMED-RD.pdf; 100531-9406\_REVB.pdf; Acknowledgment.pdf; ROW Easement Draft for Surfside (FLNG draft 10-11-13).doc

Glenna: This is what I received from FLNG. I sent it to the Mayor and asked if I was to work on this project. Please let me know. Thank you. Tim

---

**From:** Timothy Kirwin  
**Sent:** Friday, October 11, 2013 4:56 PM  
**To:** 'gmcgonigle@surfsidetx.org'  
**Subject:** FW: Surfside Pipeline Easement & Road Crossing and Rights-of-Way Sketches

Mayor: I need direction from you on whether you want me to work on this. I will give you a call. Thank you.

---

**From:** Shaw Ottis [<mailto:SOttis@freeportlng.com>]  
**Sent:** Friday, October 11, 2013 11:10 AM  
**To:** Timothy Kirwin  
**Subject:** Surfside Pipeline Easement & Road Crossing and Rights-of-Way Sketches

Tim,

I hope you are doing well. As we discussed several weeks back, once our pipeline routing across Surfside was finalized (via completing agreements with private landowners on the Island), I was to package up all of the Village of Surfside information regarding our pipeline routing so that you could review it as a whole. Here it is!

Attached please find the following:

1. Pipeline Easement Form for pipeline right of way across Tract 06. (Note: If you prefer to start with a different pipeline easement form, we are happy to work off your form instead. This is the form we've used with private landowners.)
2. Sketch of pipeline right-of-way that would be attached to the easement form. (File name: 100531-9406 REVB)
3. Overview Map of our pipeline routing across Surfside. (File name: 100531 SURFSIDE INDEX MAP) (By the way, the term "BOG," which is used on the map, means "boil off gas." This is a trade term for LNG vapors that are naturally produced from our facility. BOG is essentially just natural gas.)
4. Road Crossing Sketches for Road Crossing Permits:
  - a. Crossings of Existing/Improved Roadways:
    - i. Crab Street Crossing (File name: 100531-9306 CRAB-ST)
    - ii. Thunder Road Crossing (File name: 100531-9301 THUNDER-RD)
  - b. Crossing of Platted but Unimproved Roadways:
    - i. Militia Road (File name: 100531-9305 MILITIA-RD)
    - ii. Coast Guard Road (File name: 100531-9302 COASTGUARD-RD)

iii. Un-named Road (File name: 100531-9307 UNNAMMED-RD)

5. As you may recall, this transaction is a product of a lawsuit settlement that FLNG contributed funds to. For convenience, I'm also including the acknowledgment letter between FLNG and Surfside on that matter. (File name: Acknowledgment)

Note that, in our experience, municipalities typically do not require road crossing permits for platted roads that do not actually exist (i.e., Militia, Coast Guard & the Un-named Road). However, we are supplying those sketches in the event you do desire that we fill out road crossing permits for those areas as well.

I'm happy to meet with you to go over these documents or schedule a call to discuss. We can grab lunch in the next week or so and discuss if you'd like. We will also need to draw up a deed for FLNG to convey its undivided interest in Tract 06 over to Surfside as part of this transaction. (I can provide a form for this if you'd like as well.)

Thanks for your assistance in this matter – have a good weekend!

Shaw

**Shaw C. Ottis**  
Senior Counsel  
Freeport LNG  
333 Clay Street, Suite 5050  
Houston, Texas 77002  
(713) 980-2894 (office)

---

**From:** Weaver, John [<mailto:John.Weaver@mustangeng.com>]  
**Sent:** Tuesday, October 01, 2013 10:13 AM  
**To:** Shaw Ottis  
**Cc:** Grandle, Paul  
**Subject:** Surfside Permits & ROW Sketches

Shaw,  
Here are the Permit drawings and ROW Sketch for Village of Surfside Beach.

Attachments:

- 1) Transmittal Letter
- 2) SURFSIDE INDEX MAP
- 3) THUNDER ROAD CROSSING Permit
- 4) COAST GUARD ROAD CROSSING Permit
- 5) MILITIA ROAD CROSSING Permit
- 6) CRAB STREET CROSSING Permit
- 7) UNNAMMED ROAD CROSSING Permit
- 8) VILLAGE OF SURFSIDE BEACH ROW Sketch

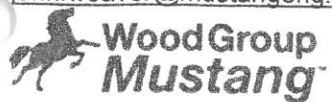
Regards,

*John Weaver*

---

John Weaver  
Mustang Engineering, L.P.

4001Technology Drive, Suite 120  
Angleton, TX 77515  
Office: 832-391-2314  
Cell: 979-236-4393  
[john.weaver@mustangeng.com](mailto:john.weaver@mustangeng.com)



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Regular City Council Meeting



Sign in Sheet for the 6/10/2014 - Council Meeting

James Ronnie Meant

RICHARD SHERMAN

Heele M-Greif

Mitch Mitchell

Suzie Mitchell

Suzan Cochran

Cathy Fitzgerald

Jeena Blansett

Janoullous

Clare Dunn

BO SMITH

Hanille Johnson

Lou Golish

John D. Wear

Stacey Rochell

Paula Ashes.

Fel Pitt

Lisa Fuks

Shannon Pierce

Kim Coet

Trui Capretto

CERTIFIED AGENDA – EXECUTIVE SESSION

CITY COUNCIL

Date of Meeting: June 10, 2014

A. ANNOUNCEMENT BY PRESIDING OFFICER:

“The City Council will begin its Executive Session at 7:30 o'clock  pm.”

The City Council to convene into closed session pursuant to the Texas Government Code Sec. 551.071. : pending or contemplated litigation; or a settlement offer; or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

a) Discuss easement and deed agreement; (a) Cause No. 46,747; *Charles L. Stevens, et al. v. Village of Surfside Beach, et al.* – In the 239<sup>th</sup> Judicial District Court of Brazoria County, Texas.

b) Discuss Brannan v. State and Village of Surfside

NO ACTION CAN BE TAKEN

“The City Council has completed its Executive Session at 8:37 o'clock \_\_\_\_ pm.”

B. CERTIFICATION

I hereby certify that this Agenda of an Executive Session of the City Council of the Village of Surfside Beach is a true and correct record of the proceedings pursuant to Art. 6252-17 V.T.C.S.

WITNESS my hand:



Mayor Larry Davison

# Police and EMS Report

From 5/1/14 To 5/31/14

EMS Calls	<u>15</u>
EMS Transports	<u>10</u>
Deaths	<u>2</u> <sup>1 Hospice</sup>
Police Reports	<u>18</u>
Burglary Habitation	<u>0</u>
Burglary Vehicle	<u>0</u>
Thefts	<u>2</u>
Assaults	<u>3</u>
Criminal Mischief	<u>0</u>
Disturbances	<u>13</u>
Alcohol Related Offenses	<u>6</u>
Motor Vehicle Accidents	<u>3</u>
Agency Assists	<u>6</u>
Motorist Assist	<u>9</u>

**Arrests**

7

**Citations**

101

**STATEMENT OF MONTHLY COURT MONTHLY REPORT**

MUNICIPAL COURT OF Village of Surfside Beach

FOR MONTH 05 YEAR 2014

**TRAFFIC**

**NON-TRAFFIC MISDEMEANORS**

NON-PARKING

PARKING

STATE LAW

CITY ORDINANCE

1. New Cases Filed During the Month	85	3	15	3
2. Dispositions Prior to Trial:				
A. Bond Forfeitures	0	0	0	0
B. Fined <i>(Before trial only. If the defendant goes to trial, enter in Item 3.)</i>	24	3	10	2
C. Cases Dismissed <i>(Do not include dismissals that are to be reported in Items 3C and 4 below.)</i>	2	0	1	3
3. Dispositions at Trial:				
A. Trial by Judge				
(1) Finding of Guilty	0	0	0	0
(2) Finding of Not Guilty	0	0	0	0
B. Trial by Jury				
(1) Finding of Guilty	0	0	0	0
(2) Finding of Not Guilty	0	0	0	0
C. Dismissed at Trial	0	0	0	0
4. Cases Dismissed:				
A. After Driver Safety Course <i>(C.C.P., Art. 45.0511)</i>	4			
B. After Deferred Disposition <i>(C.C.P., Art. 45.051)</i>	32	0	11	0
C. After Proof of Financial Responsibility <i>(Transportation Code, Sec. 601.193)</i>	4			
D. Compliance Dismissal <i>(Proof of Inspection, License, or Registration)</i>	1			
5. Community Service Ordered <i>(For satisfaction of fine or costs only.)</i>				
6. Cases Appealed	0	0	0	0
7. Juvenile / Minor Activity:				
A. Transportation Code Cases Filed	0			
B. Non-Driving Alcoholic Beverage Code Cases Filed	0			
C. Driving Under the Influence of Alcohol Cases Filed	0			
D. Health & Safety Code (Tobacco) Cases Filed	0			
E. Failure to Attend School Cases Filed <i>(Education Code, Sec. 25.094)</i>	0			
F. Education Code (Except Failure to Attend) Cases Filed	0			
G. Violation of Local Daytime Curfew Ordinance Cases Filed <i>(Loc. Govt. Code, Sec. 341.905)</i>	0			
H. All Other Non-Traffic Fine-Only Cases Filed	0			
I. Waiver of Jurisdiction of Non-Traffic Cases <i>(Family Code, Sec. 51.08(b))</i>				
J. Referred to Juvenile Court for Delinquent Conduct <i>(C.C.P., Art. 45.050 (c)(1))</i>				
K. Held in Contempt, Fined, or Denied Driving Privileges <i>(C.C.P., Art. 45.050 (c)(2))</i>				
Magistrate Warnings Given (Juvenile):				
L. Warnings Administered				
M. Statements Certified				
8. Parent Contributing to Nonattendance Cases Filed <i>(Education Code, Sec. 25.093)</i>				0
9. Safety Responsibility and Driver's License Suspension Hearings Held				
10. Search Warrants Issued <i>(Do not include warrants for arrest.)</i>				
11. Arrest Warrants Issued:				
A. Class C Misdemeanors Only				11
B. Felonies and Class A and B Misdemeanors				
12. Magistrate Warnings Given: <i>(Given to defendants charged with county or district court offense.)</i>				
A. Class A and B Misdemeanors Only				
B. Felonies				
13. Emergency Mental Health Hearings Held				
14. Magistrate's Orders for Emergency Protection				
15. Total Revenue			\$	\$ 13,465.10
<i>(Include all revenue collected during month to be remitted to city or state.)</i>				

# MONTHLY OFFICER ACTIVITY REPORT

From 05/01/2014 To 05/31/2014

NOTE: Only "A" active officers will appear.

OFFICER ID	BADGE	OFFICER NAME	Count	Percent of Total
CD	1820	Cory Dunlap	3	2.9703
I	0	Donna Cox	2	1.9802
FM	0	Francis McCollister	1	0.9901
HS	0	Stephen Heckler	18	17.8218
MF	0	Michael Faber	4	3.9604
MM	0	Michael Monnat	7	6.9307
PV	0	Paul V Varesic	52	51.4851
TL	0	Tom Little	1	0.9901
ZM	0	Z W Monnat	13	12.8713
Total All Officers			101	

**MONTHLY VIOLATION ACTIVITY STATISTICS**  
 From 05/01/2014 To 05/31/2014

Information contained here in for YTD is for 10/01/2013 To 05/31/2014  
 Information contained here in for Previous YTD is for 10/01/2012 To 05/31/2013

VIOLATION ISSUED BY:	CURRENT MONTH	YEAR TO DATE	PREVIOUS YTD	VARIATION IN (+/-)
Municipal Police Department	101	725	399	326
<b>TOTALS</b>	101	725	399	326

<b>TOTAL NEW FEES LEVIED:</b>	\$18,684.00	\$139,475.00	\$76,050.00	\$63,425.00
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FUNDS COLLECTED:				
State Taxes:	\$6,042.10	\$45,659.80	\$20,530.80	\$25,129.00
Fines:	\$5,632.00	\$44,867.30	\$24,785.85	\$20,081.45
LEA Fees:	\$345.00	\$2,722.10	\$1,349.10	1,373.00
Multiuse:	\$763.00	\$4,358.00	\$1,545.00	\$2,813.00
D/L Fees:	\$180.00	\$2,010.00	\$2,130.00	\$-120.00
Warrant Fees:	\$453.00	\$3,283.00	\$3,047.90	\$235.10
Capias Fees:	\$50.00	\$935.00	\$850.00	\$85.00
Pay Plan Fees:	\$0.00	\$50.00	\$75.00	\$-25.00
Collection Fees:	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTALS</b>	\$13,465.10	\$103,885.20	\$54,313.65	\$49,571.55

WARRANT INFORMATION:				
Warrants Issued:	11	123	46	77
Capias Issued:	0	66	18	48
<b>TOTALS</b>	11	189	64	125
Warrants Closed:	9	81	65	16
Capias Closed:	3	22	20	2
<b>TOTALS</b>	12	103	85	18

OTHER INFORMATION:				
Citations Closed:	85	650	290	360
Failure to Appear:	0	27	22	5

Average current month speeding ticket issued was for 16.1 miles above posted limit.

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Appearance before City Council**

**Please fill out and give to City Secretary prior to start of meeting.**

Name: Paula Alchev.

Address: 611 Ft. Velasco

Phone: 979 248-5353

Email: \_\_\_\_\_

Issue: Speak on speed limits on golf cart,  
behavior & attorneys along w/ paid  
parking on Beall Dr.

Date: 6-10-2014



**Appearance before City Council**

**Please fill out and give to City Secretary prior to start of meeting.**

Name: Brooks Porter

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: Beach Permits sales this year compared to last

Issue: year & budgeted amount

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

**Appearance before City Council**

**Please fill out and give to City Secretary prior to start of meeting.**

Name: Brooks Porter

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Issue: Status of beach nourishment projects

" " " drive revetment repair

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

MINUTES  
Special City Council Meeting May 20, 2014

OFFICIALS PRESENT

Mayor Larry Davison, Councilperson & Mayor Pro Tempore William Griffin, Councilperson Bob Petty  
Councilperson Chris Gaschler, Councilperson Gregg Bisso, Councilperson Sharon Aust

Newly Elected: Troy McMinn, Council and Elizabeth Brown, Council

Employees Present: Sandra Miller, City Secretary and Chief of Police Gary Phillips

1. Call Special Meeting to order.
2. Moment of Silence
3. Pledge of Allegiance

1. Canvass the returns and declare the results of the General Election.

The result of the election was approved.

2. Issue Certificate of Election

Chief Phillips as a notary was able to issue certificates.

3. Execute the "Oath of Office" to newly elected officer.

Chief Phillips as a notary was able to issue the oath of office to Councilman Bisso, Councilman McMinn, Councilwoman Brown and Mayor Davison.

4. Appoint Mayor Pro Tempore.

Mayor Davison suggested the appointment of Councilman Troy McMinn because he received the most votes, had the same two year election cycle and had the most experience of the Council members. Councilwoman Brown made the motion to appoint Councilman McMinn; there was no second. Councilman Gaschler made the motion to appoint Councilman Gregg Bisso, second by Councilwoman Aust - Councilman Bisso was in favor and it was noted that he was allowed to vote for himself per the city attorney - with a majority in favor the motion passed. Councilman Bisso was appointed as Mayor Pro Tempore.

The meeting was adjourned.

Attest:

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Sandra Miller, City Secretary

**Appearance before City Council**

**Please fill out and give to City Secretary prior to start of meeting.**

Name: Ed Pett

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Issue: G. H. I. J ON AGENDA

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: 6-10-14

**Appearance before City Council**

*AGenda  
ITEM agenda  
item*

**Please fill out and give to City Secretary prior to start of meeting.**

Name: *Shelia McGriff*

Address: *319 Stark Lane*

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Issue: *correspondence to Mayor sent to  
all council*

Date: *6-10*

AGENDA  
ITEM

**Appearance before City Council**

**Please fill out and give to City Secretary prior to start of meeting.**

Name: Shade M. Gungie

Address: 319 Shark Lane

Phone: 979 292 9488

Email: \_\_\_\_\_

Issue: Attorneys + Fees

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\_\_\_\_\_

Date: 6-10

**Appearance before City Council**

**Please fill out and give to City Secretary prior to start of meeting.**

Name: Glenn M. Goff

Address: 319 Stark Lane

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Issue: Bingo - Jetty Shoak

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\_\_\_\_\_

Date: 6-10

**Appearance before City Council**

**Please fill out and give to City Secretary prior to start of meeting.**

Name: Heede M. Gage

Address: 319 Steub Lane

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Issue: Petition For ~~XXXX~~

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\_\_\_\_\_

Date: 6-10



**Appearance before City Council**

**Please fill out and give to City Secretary prior to start of meeting.**

Name: Sue Gray

Address: 414 FORT Velasco Dr.

Phone: 915-227-2504

Email: \_\_\_\_\_

Issue: Behavior OF COUNCIL

Members -- CONCERNS

Date: 6-10-14