



**AGENDA
REGULAR MEETING
FREEPORT CITY COUNCIL
MONDAY, MARCH 7, 2022 at 6:00 P.M.**

Mayor:
Brooks Bass

Council Members:
Jeff Pena
Jerry Cain
Mario Muraira
Troy Brimage

City Manager:
Timothy Kelty

THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, WILL MEET ON MONDAY, THE 7TH DAY OF MARCH, 2022, AT 6:00 P.M., AT THE FREEPORT, POLICE DEPARTMENT, MUNICIPAL COURT ROOM, 430 NORTH BRAZOSPORT BOULEVARD FREEPORT TEXAS

BECAUSE OF THE PUBLIC HEALTH THREAT, SEATING WILL BE POSITIONED TO MEET THE REQUIREMENTS OF THE CDC, AND ATTENDEES ARE ENCOURAGED TO WEAR A FACE MASK.

This meeting will be live streamed via Facebook Live and may be accessed on the City of Freeport Facebook page: <https://www.facebook.com/freeporttexas>

THE MEETING IS BEING HELD FOR THE FOLLOWING PURPOSES:

CALL TO ORDER: *The Mayor will call the meeting to order, declare a quorum if present, and declare notices legally posted pursuant to Open Meetings Act.*

INVOCATION AND PLEDGE OF ALLEGIANCE: (Council Member)

CITIZENS' COMMENTS:

Members of the public are allowed to address the City Council at this time, and must include name and address. *Note*, specific factual information or a recitation of existing policy may be furnished in response to an inquiry made, but any deliberation, discussion, or decision with respect to any subject about which the inquiry was made shall be limited to a proposal to place such subject on the agenda for a subsequent meeting for which notice is provided in compliance with the Texas Open meetings Act unless said notice appears herein. The public is reminded that there is a (4) minute time limit as approved by City Council on June 21, 2010.

PRESENTATIONS/ANNOUNCEMENTS: Announcements by Mayor, City Council and/or Staff.

1. Presentation from Brett Bowles from IAD for City Hall rehab.
2. Presentation by Building Official Kacey Roman on the improvements of the Building/Code Department. **(Roman)**

COUNCIL BUSINESS – REGULAR SESSION:

3. Consideration and possible action on the approval of City Council meeting minutes from February 22, 2022. **(Wells)**
4. **Public Hearing:** Consideration and possible action on approving re-plat for request for replat of subdivision of plat of Joseph Manjos Subdivision of Part of Lot 63 - Lot 66 of the San Bernard Syndicate Subdivision Being All That Certain Joseph Manjos Called 5.43 Acre Tract as Recorded Under Clerk's File No. 2018056364 Of the Brazoria County Official Records Same Being Part of All That Certain Lot 63. Lot 64 Lot 65 and Lot 66 In the San Bernard Syndicate Subdivision as Recorded in Volume 2, Page 135 of the Brazoria County Plat Records in the Thomas and William Alley Survey, Abstract 2 And the Thomas B. Bell Survey Abstract 41 In Brazoria County, Texas Containing 1 Block, 2 Lots. **(Roman)**
5. **Public Hearing:** Consideration and possible action on approving re-plat for Bastrop Beach – Block 17 Lot 1a – 0.806 Acre Amended Plat of Lots 1,6,7,10,11,14 And 15 Block 17 Of Bastrop Beach Subdivision, According to The Records Map or Plat Thereof in Volume 3, Page 98 of the Plat Recorded, Brazoria County, Texas. **(Roman)**
6. Consideration and possible action on Resolution 2022-2741, authorizing the sale of Levy property to Lucy Ware, owner of adjacent property located at 2 North Front Street. **(Kelty)**
7. Consideration and possible actions to approve Ordinance No. 2022-2660, closing and abandoning the remaining Division Street right of way between Front Street and the Brazos River and authorizing the sale of said property to Lucy Ware, owner of adjacent property located at 2 North Front Street. **(Kelty)**
8. Consideration and possible action awarding bid and signing of the contract to Tex-Con Services for the rehabilitation of the Levee Walking Trail. **(Petty)**

WORK SESSION:

9. **The City Council may deliberate and make inquiry into any item listed in the Work Session.**
 - A. Mayor Brooks Bass announcements and comments.
 - B. Councilman Pena Ward A announcements and comments.
 - C. Councilman Cain Ward B announcements and comments.
 - D. Councilman Muraira Ward C announcements and comments.
 - E. Councilman Brimage Ward D announcements and comments.
 - F. City Manager Tim Kelty announcements and comments.
 - G. Updates on current infrastructure.
 - H. Update on reports / concerns from Department heads.

CLOSED SESSION:

10. Executive Session regarding a.) (Personnel Matters) Review of job performance of City Manager, Tim Kelty, in accordance with Vernon's Texas Government Code Annotated, Chapter 551, Sections 551.074.
11. Executive Session regarding a.) (Personnel Matters) Review of job performance of City Secretary, Betty Wells, in accordance with Vernon's Texas Government Code Annotated, Chapter 551, Sections 551.074.
12. Executive Session regarding a.) (Personnel Matters) Review of job performance of Building Official, Kacey Roman in accordance with Vernon's Texas Government Code Annotated, Chapter 551, Sections 551.074.
13. Executive Session regarding a.) (Personnel Matters) Review of job performance of Police Chief, Raymond Garivey in accordance with Vernon's Texas Government Code Annotated, Chapter 551, Sections 551.074.
14. Executive Session regarding a.) (Personnel Matters) Review of job performance of Public Works Director, Lance Petty in accordance with Vernon's Texas Government Code Annotated, Chapter 551, Sections 551.074.
15. Executive Session regarding a.) (Personnel Matters) Review of job performance of Freeport Fire Chief, Chris Motley in accordance with Vernon's Texas Government Code Annotated, Chapter 551, Sections 551.074.
16. Executive Session regarding a.) (Potential Litigation) consultation with city attorney, b.) (Deliberations about Real Property), East End, and Brazos Cove, d.) (Economic Development) Project 2022-C in accordance with Vernon's Texas Government Code Annotated, Chapter 551, Sections 551.071, 551.072, and 551.087.

COUNCIL BUSINESS – REGULAR SESSION:

ADJOURNMENT:


17. Adjourn.

Items not necessarily discussed in the order they appear on the agenda. The Council at its discretion may take action on any or all of the items as listed. This notice is posted pursuant to the Texas Open Meeting Act. (Chapter 551, Government Code).

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).

ACCESSIBILITY STATEMENT This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (979) 233-3526.

CERTIFICATE I certify the foregoing notice was posted in the official glass case at the rear door of the City Hall, with 24 hours a day public access, 200 West 2nd Street, Freeport Texas, before 6:00 p.m. in accordance with Open Meetings Act.


Betty Wells, City Secretary,
City of Freeport, Texas

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Tuesday, February 22, 2022 at 6:00 p.m. at the Freeport Police Department, Municipal Court Room, 430 North Brazosport Boulevard, Freeport Texas for the purpose of considering the following agenda items:

City Council: Mayor Brooks Bass
Councilman Jeff Pena
Councilman Jerry Cain
Councilman Mario Muraira
Councilman Troy Brimage by phone

Staff: Tim Kelty, City Manager
Betty Wells, City Secretary
Cathy Ezell, Finance Director
Chris Duncan, City Attorney
Lance Petty, Public Works Director
Chris Motley, Fire Chief
Kacey Roman, Building Official
Thomas Thornton, Freeport Fire/EMS
Mike Praslicka, Deputy Chief
Justin Davison, Freeport Fire/EMS
Abdeil Martinez, Freeport Fire/Ems
Kris Vierria, Freeport Fire/EMS
Parker Jones, Freeport Fire/EMS
Brian Dybala, Municipal Golf Course Director
Ray Garivey, Freeport Police Chief
Clarisa Molina, Administrative Assistant
LeAnn Strahan, Destinations Director

Visitors: Raven Wuebker
Tommy Pearson
Dr. Kody Gordel
Shonda Marshall
Gina Adams
Natalie Briers
John Garcia
Melanie Oldham
Desiree Pearson
Willie Howell
Landis Adams
Keith Stumbaugh
Janie Estrello

Call to order.

Mayor Bass, called the meeting to order at 6:00 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE:

Invocation was led by City Manager Tim Kelty, Pledge was led by Mayor Bass.

CITIZENS' COMMENTS:

Natalie Briers introduced herself to council as a candidate running for Brazoria County Treasurer.

Dr. Kody Gordel, Vet for the Freeport Vet Clinic, spoke to council about the new Boarding Facility. He said he wanted to invite Mayor, Councilman, City Officials and citizens to the Grand Opening on the new Boarding Facility. Dr. Gordel said there will be an open house on this Saturday and Sunday. There will be a ribbon cutting Saturday at 10AM.

Keith Stumbaugh said he encourages the city to use common sense. He said the ordinance that was adopted for disclosure on all City Council and Board Members. Mr. Stumbaugh said for elected officials this makes sense, but for volunteers of our Boards and Committees, it just doesn't make any sense. Mr. Stumbaugh said that the fence ordinance needs to be looked at and maybe revised to allow higher than a 6-foot fence.

Landis Adams spoke to council about the Business Expo that will be Thursday February 24, 2022. He said there will Vendors, and Speakers, it is a great resource to businesses. Mr. Adams said there will be a ribbon cutting at 10 AM.

PRESENTATIONS/ANNOUNCEMENTS: Announcements by Mayor, City Council and/or Staff.

Presentation of Employee of the month for January 2022.

City Manager presented the Employee of the Month to Thomas Thornton for the month of January 2022.

CONSENT AGENDA:

Consideration and possible action on the approval of City Council meeting minutes from February 7, 2022.

Consideration and possible action on the approval of street closures for the Spring Market Days, on Saturday March 26 and Saturday May 14, 2022.

On a motion by Councilman Cain, seconded by Councilman Muraira. With all present voting "Aye" 5-0 vote, Council unanimously approved the Consent Agenda

COUNCIL REGULAR AGENDA:

Consideration and possible action on Ordinance 2022-2659 amending Ordinance 2021-2648 requiring all City Council and Public Board Members to disclose: all current Real Estate Assets in Brazoria County held in their personal name, immediate family's name, business name. All Business Entities owned and partnered in Texas. Any and all business agreements with any other Board or Council member. Any and all agreements or contracts with the City.

Mayor Bass presented to council Ordinance 2022-2659 amending Ordinance 2021-2648. Mayor Bass said this is to amend Ordinance 2021-2648 which requires City Council, and all Board Members to disclose their all current assets in their name, dependants name, or spouses name. He said the proposed

ordinance will remove the Board Members. Mayor Bass spoke about Ordinance No. 2019-2567, this is the Ethics Ordinance, this was passed in 2019.

On a motion by Councilman Cain to approve Ordinance No. 2022-2659 amending Ordinance No. 2021-2648 requiring all City Council and Public Board Members to disclose: all current Real Estate Assets in Brazoria County held in their personal name, immediate family's name, business name. All Business Entities owned and partnered in Texas. Any and all business agreements with any other Board or Council member. Any and all agreements or contracts with the City. Seconded by Councilman Brimage, with discussion that followed.

Councilman Pena said he wanted to remind council the reason for the ordinance, it is for transparency. He said the public trust is broken. Councilman Pena said if the Board Members don't want to serve, because they do not want disclose, then maybe they aren't fit for the board.

Councilman Muraira said perception of the public is that Freeport is corrupt. He said if anything the EDC should disclose. He said he thinks it is important that the public know we are transparent. He said the public's trust is lost in our city. He said as an elected official we should be transparent.

Mayor Bass read a portion of Ordinance No. 2019-2567, the Ethics Ordinance and said this already covers this matter.

Councilman Cain said for elected officials, as with any organization, leadership starts at the top, and we lead by example. He said the boards are appointed by council and there is a council liaison to each board. He said if we are doing our job properly, then the proper people are being appointed to the proper the boards. He said he feels that we did this wrong by including the boards. Councilman Cain said he hopes anyone that resigned from a board, due to this ordinance, will reapply, and they will have his vote.

Mayor Bass called the motion for a vote, with all voting 3-2 Council approved Ordinance No. 2022-2659. Councilmen Muraira and Pena voted "Ney".

Consideration and possible action on the approval of street closures for the Earth Day and Wellness Market on April 23, 2022.

LeAnn Strahan, Destinations Director, presented to council the possible action on the approval of street closures for the Earth Day and Wellness Market on April 23, 2022. Ms. Strahan said this is not a city event. She said the road closures will be from 9 AM – 5:30 PM. Ms. Strahan said the Historical Board recommends a Conditional Use Agreement. She said staff recommends this as well.

On a motion by Councilman Muraira, seconded by Councilman Pena, with discussion that followed.

Mayor Bass asked City Attorney Chris Duncan if this agreement is something he can get done? Mr. Duncan said that he can get the agreement done.

Mr. Alfred Aguirre spoke to council about the event. He said there will be about 50 Vendors, Vegan Food Trucks, bounce houses for the kids, as well as kid yoga. He said this is energetic help, to get people healthier.

Mayor Bass called the motion for a vote, with all present voting "Aye" 5-0 vote, Council unanimously approved the street closure for the Earth Day and Wellness Market on April 23, 2022.

Consideration and possible action on approval of Construction Contract with Lucas Construction Company, for Phase 1 Concrete street reconstruction based on bid award approved on January 24, 2022.

City Manager Tim Kelty presented to council the possible action to approve the Construction Contract with Lucas Construction Company for Phase 1 Concrete street reconstruction based on bid award that was approved January 24, 2022. Mr. Kelty said the notice of award was to Lucas Construction on January 24, 2022.

On a motion by Councilman Cain, seconded by Councilman Pena to approve the Construction Contract with Lucas Construction Company for Phase 1 Concrete street reconstruction. With discussion that followed.

Councilman Pena asked what the total mileage is? Mr. Kelty said he does not have this information with him.

Mayor Bass called the motion for a vote. With all present voting "Aye" 5-0 vote, Council unanimously approved Construction Contract with Lucas Construction Company.

Consideration and Possible action on approval of Construction Contract with Covarubias Remodeling Services for public works offices based on bid award approved on January 24, 2022.

City Manager Tim Kelty presented to council the approval of Construction Contract with Covarubias Remodeling Services for the Public Works offices. Mr. Kelty said the notice of award was to Covarubias on January 24, 2022.

On a motion by Councilman Brimage, seconded by Councilman Cain to approve the Construction Contract with Covarubias Remodeling Services for the Public Works offices. With discussion that followed.

Councilman Pena asked if the demolition was included in this contract. Mr. Kelty said no, the demo of the existing building is not part of this contract. Councilman Pena said this is the lowest bid, he said the demo not being included is concerning to him. He hopes that we can come under budget.

Mayor Bass called the motion for a vote. With all present voting "Aye" 5-0, Council unanimously approved Construction Contract with Covarubias Remodeling Services for the Public Works offices.

Consideration and possible action on Architectural agreement with IAD Architects for preliminary Architectural design for Freeport Municipal Golf Course, Club House.

City Manager Tim Kelty presented to council the Architectural agreement with IAD Architects for preliminary Architectural design for Freeport Municipal Golf Course, Club House. He said last year at the Strategic Planning, council brought up developing a new clubhouse for the Golf Course with additional facilities. IAD provided a proposal for preliminary architectural design for the new clubhouse. Mr. Kelty said it did come in under budget. He said the cost is \$13,000, original budget was for \$30,000. He said this is work that is necessary in order to properly scope and plan for the project and provide preliminary cost estimates for construction. Once completed the city will have enough information to determine how it needs to proceed with the project.

Councilman Pena asked if we entertained any other architectural companies? Mr. Kelty said staff did and RFP last year regarding architectural services for the city hall design. IAD was selected as the most

responsive and best service provider, and they are local, with significant experience in this regard. That RFP process was recent enough to be carried through to this project. Councilman Pena said the recommendation for a new clubhouse is to upgrade from what we have, we need to make sure the restaurant space is included in this. Councilman Pena asked if there will be a committee that will be allowed to work with the firm? Mr. Kelty said he appreciates council input and will plan to form a committee with that includes council representation as well as users of the Course.

On a motion by Councilman Pena to include the review board of one Council Person, two users of the course, and Golf Course Director Brian Dybala, seconded by Councilman Cain. With all present voting "Aye" Council unanimously approved the Architectural agreement with IAD Architects for preliminary Architectural design for Freeport Municipal Golf Course, Club House.

Consideration and possible action on Resolution 2022-2740 amending Master fee schedule setting rate for rental of Recreation Center.

City Manager Tim Kelty presented to council Resolution No. 2022-2740 amending the Master Fee Schedule setting rate for rental of Recreation Center. He said the city rents out many facilities. There was a request recently to rent the rec center. This is for a boxing club event. Staff is recommending \$250 for eight hours, and \$20 for any extra hour over, and a \$300 refundable damage deposit.

On a motion by Councilman Pena, seconded by Councilman Cain, with discussion that follows.

Councilman Pena asked if there will be booths or food trucks, and will they have the proper permits? Mr. Kelty said the tenant might have food trucks and they would be required to be properly permitted.

Councilman Cain asked what the liability will be if anyone gets hurt? City Attorney Chris Duncan said he will draw up an agreement. Mr. Duncan said he also recommends security.

Mayor Bass called the motion for a vote. With all present voting "Aye" Council unanimously approved Resolution No. 2022-2740 amending the Master Fee Schedule setting rate for rental of Recreation Center.

WORK SESSION:

Mayor Bass said there needs to be a letter or phone call to TXDOT the 288 road repairs are almost gone. He said the patches are almost gone and the road is as bad as it was before.

Councilman Pena said the amended ordinance was written to encourage transparency. He said we encourage people to act in the best interest of the city. He said he is curious of the disclosure form, he asked if it is a legal instrument? Mr. Duncan said yes. Councilman Pena asked if the form was vetted by Mr. Duncan, and if not, he is curious as to why we would put our city at risk. Mr. Duncan said he did not put the form together. Mr. Duncan said he will review the form. Mayor Bass said that there is now an additional 30 days to get it turned in to staff. Councilman Pena asked about the lights on 1st, 2nd, 3rd, 4th and 5th Streets. He asked why they have not been energized. Mr. Kelty said he would call and find out. Councilman Pena spoke about the Business Expo on Thursday that will be held at Riverplace. He spoke of the grants for businesses through the EDC and the Mardi Gras Parade, that is being sponsored by the EDC.

Councilman Cain said that it was stated by a citizen he was involved in the interview process for Ms. Roman Building Official. Councilman Cain spoke about a vacant house at 1510 W. 5th, he said the windows are boarded up, holes in the roof and the garage door is falling off. He asked Ms. Roman if she

could please look into this. Mr. Kelty spoke of the houses that are going to the BOA. Budgeted for the demos this year is \$75,000 and it cost about \$10,000 to take the structures down.

Councilman Muraira said 7th Street across from Arrington Park in the 1700 Block there is a dip in the road, he said the dip has gotten bigger it looks like it can be a hazard now. Mr. Petty said he will look at this tomorrow morning.

Councilman Brimage thanked Lance Petty and his crew on the job well done for the sidewalk down from Velasco Bridge. Councilman Brimage asked City Manager Kelty if there is an update from the Air Quality Test on City Hall yet? Mr. Kelty said the report came back on Friday, he said he will be reviewing this with the company. Mr. Petty said the summary came in on Monday night, and he sent it to Mr. Kelty as well. Mayor Bass asked if the building is safe? Mr. Kelty said there a couple or areas of concern.

Mayor Bass asked if there is anything of immediacy that will cause us to shut it down? Mr. Petty said he needs to look at it a little closer to determine this, but it seems the issues that are causing this is the humidity in the building. Mr. Petty said when we redo this building we need to be sure a put dehumidifier through out the building. Mayor Bass asked where we stand with Hunton. Mr. Petty said we have bypassed Hunton and contacted the actual company for the boiler, they are supposed to be down tomorrow to repair the thermostat control valve. Mayor Bass said if Hunton has responsibility on this to please get the information to Mr. Duncan, so it can be reviewed.

Councilman Muraira asked if the sidewalk that comes off of the Velasco Bridge is part of the program that was budgeted? Mr. Petty said we budgeted \$150,000 for concrete every year. Councilman Muraira asked if he could get a list of the sidewalk repairs emailed to him. Councilman Pena asked if the AC works in City Hall? Mr. Petty said yes.

Councilman Pena asked if we are replacing the duct work when we begin the rehab? Mr. Petty said the ducts were cleaned, and some treatment was done, and there is an ultraviolet light installed. He said the report came back, and the air handlers do need to be adjusted. There was discussion about the Service Center employees. Councilman Pena said he wants to make sure the employees are safe. Mr. Kelty said this is why we are moving forward on the new building for the Service Center. Councilman Brimage said he wants to make sure there is nothing in the report for City Hall that can be affecting the current employees that are in the building right now. He also said he wants to make sure that we are not putting money into this building that we cannot recover. Mayor Bass said he agrees with this completely. Mr. Kelty said he will be sending this report out to Council as well as City Staff in the next few days.

Tim Kelty said Ms. Roman has a presentation. She spoke of all the improvements that has been done for the Building/Code Department. She said there are checklists, handouts, and all new forms. She said the forms are all in English and Spanish. Mr. Kelty said Lance and Cathy are working on a monthly report for council, this will give an update of the status of everything that has been approved by council, and planned in the budget.

Update on reports / concerns from Department heads

CLOSED SESSION:

Open session was closed at 7:19 pm and Council entered into Executive Session.

Executive Session regarding a.) (Potential Litigation) consultation with city attorney b.) (Deliberations about Real Property), East End in accordance with Government Code Annotated, Chapter 551, Sections 551.071, 551.072

Executive session was closed at 8:13 pm, and entered back into Open Session.

Adjourn

On a motion by Councilman Cain, seconded by Councilman Pena, with all present voting "Aye", Mayor Bass adjourned the meeting at 8:14 P.M.

Mayor, Brooks Bass
City of Freeport, Texas

City Secretary, Betty Wells
City of Freeport, Texas



City Council Agenda Item # 4

Title: Discuss and take action regarding request for replat of subdivision of plat of Joseph Manjos Subdivision of Part of Lot 63 - Lot 66 of the San Bernard Syndicate Subdivision Being All That Certain Joseph Manjos Called 5.43 Acre Tract as Recorded Under Clerk's File No. 2018056364 Of the Brazoria County Official Records Same Being Part of All That Certain Lot 63. Lot 64 Lot 65 and Lot 66 In the San Bernard Syndicate Subdivision as Recorded in Volume 2, Page 135 of the Brazoria County Plat Records in the Thomas and William Alley Survey, Abstract 2 And the Thomas B. Bell Survey Abstract 41 In Brazoria County, Texas Containing 1 Block, 2 Lots

Date: March 7, 2022

From: Kacey Roman, Director of Building and Code

Staff Recommendation:

Recommend to approve replat

Item Summary:

The owners are dividing approximately 5.43-acre tract into 2 tracts. Combining lots 63 and 64 into Lot A, and Lots 65 and 66 into Lot B

Background Information:

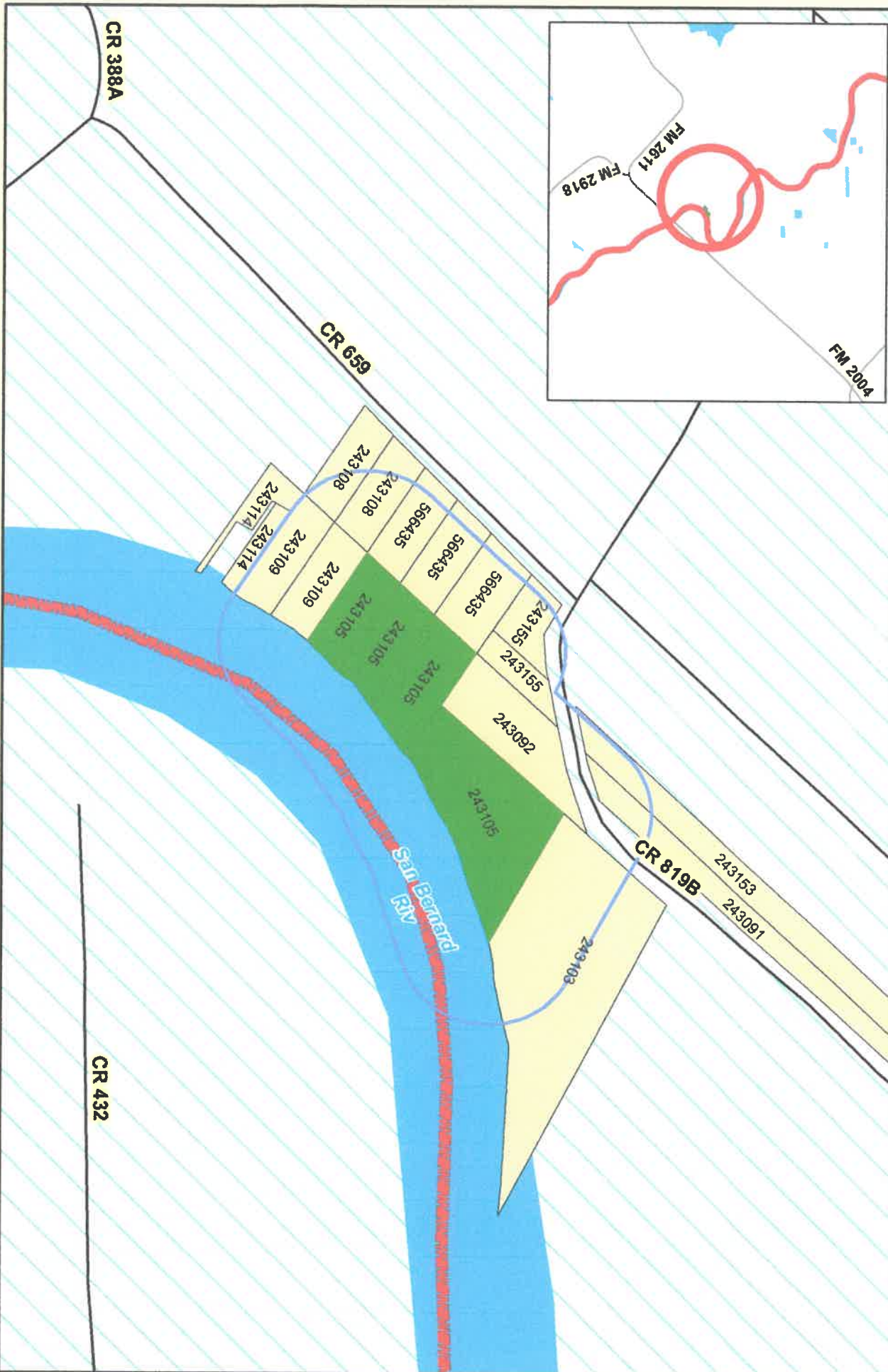
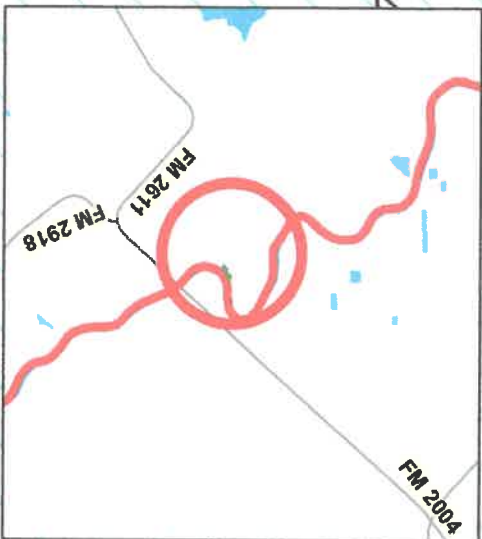
Special Considerations: None

Financial Impact: None

Board or 3rd Party recommendation:

Planning & Zoning Board voted to approve on February 23, 2022

Supporting Documentation:



- Legend**
- 200' Buffer
 - 243105
 - Buffered Parcels
 - Roads
 - Water
 - City of Freeport ETJ

Replat Property Location Map

Property ID 243105

0 50 100 200 300 400 500
Feet

Author: Laura Tolar
Document Path: S:\GIS Data\replat manjos
200ft w template 021322.mxd



City Council Agenda Item # 5

Title: Discuss and take action Regarding Bastrop Beach – Block 17 Lot 1a – 0.806 Acre Amended Plat of Lots 1,6,7,10,11,14 And 15 Block 17 Of Bastrop Beach Subdivision, According to The Records Map or Plat Thereof in Volume 3, Page 98 Of the Plat Recorded, Brazoria County, Texas

Date: March 7, 2022

From: Kacey Roman, Director of Building and Code

Staff Recommendation:

Recommend to approve replat.

Item Summary:

The owner is combining 7 lots into 1 lot. Replat is for a new water well and a bigger septic system. Entire property will be less than one acre.

Background Information:

Special Considerations:

None.

Financial Impact:

None.

Board or 3rd Party recommendation:

Planning & Zoning Board voted to approve on February 23, 2022.

Supporting Documentation:

See attached.



City Council Agenda Item # 6

Title: Consideration and possible action on Resolution authorizing the sale of Levy property to Lucy Ware, owner of adjacent property located at 2 North Front Street.

Date: March 7, 2022

From: Tim Kelty, City Manager

Staff Recommendation:

Staff recommends approval of the sale of this property with back provisions in the deed.

Item Summary:

Ms. Ware has requested to purchase from the City the Levey property between property already owns, located at 2 N. Front street, and the Old River. She has plans to construct a home on the property in the very near future for her family.

Background Information: The City has had an appraisal of the property completed by Barry Colman of Angleton Real Estate Appraisal. According to Mr. Colemans appraisal letter attached, the property is a .1070 acre tract and is appraised as a landlocked parcel with no access to public street or alley and considered best use for assemblage purposes

In his opinion the market value of the property is \$23,300.

Special Consideration:

In the past Freeport City Council has considered sales like this for the appraised value with deed restriction that included preserving the levy easement and including claw back provisions requiring construction of proposed improvements within a certain time frame. Staff recommends that time frame be 3-years. Ms. Ware said she plans to start the building process as soon as the property is acquired.

Board or 3rd Party recommendation: None

Financial Impact: This would net the city the sale price of the property

Supporting Documentation: Appraisal letter, location aerial photo of property.

ANGLETON REAL ESTATE APPRAISAL
217 SEBESTA ROAD, ANGLETON, TEXAS 77515
TELEPHONE (979-849-9600) OR (979-849-3334) FAX (979-849-8358)

BARRY A. COLEMAN
TEXAS APPRAISER CERTIFICATION
NUMBER TX-1324203-G

WILLIAM E. COLEMAN, SRA
TEXAS APPRAISER LICENSE
NUMBER TX-1360034 R

March 4, 2022

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

Pursuant to your request, I have this date completed a restricted appraisal report of the property located on Front Street and the Old Brazos River, no known address, referenced as Division Street Right-of-way, Freeport, Texas, legally described as:

.24252 acre of land more or less, called the remainder of Division Street Right-of-way, City of Freeport, Brazoria County, Texas.

This size of this parcel is estimated, along with its frontage along Front Street and the Brazos River. It is assumed that all utilities are available to the site and that no adverse easements or conditions are found with a forthcoming survey. There is a known, 15' to 16' wide, BWA Waterline Easement along the western line, curving toward the center of the property at the river. Again, a survey is needed to address the exact location of this easement and what area and frontages of the parcel are not hampered by it. My estimate, contingent upon a survey is that the site has approximately 48.03 feet of River Frontage.

The purpose of this letter is to estimate the market value of the fee simple estate of the subject property, as is, as of February 13, 2022.

Market value as used in this letter, and as defined by FIRREA 12 CFR Part 34, is defined as:

“The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. buyer and seller are typically motivated;

- b. both parties are well informed or well advised and each acting in what he considers his own best interest;
- c. a reasonable time is allowed for exposure in the open market;
- d. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto;
- e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

It is my opinion, that the subject property has a market value of:

**FORTY EIGHT THOUSAND THREE HUNDRED DOLLARS
(\$48,300.00)**

The purpose of this report is to estimate the market value of the subject property, based upon pertinent facts, analysis and conclusions contained within my files. This is not an appraisal, nor is it to substitute for same, but as requested is an analysis of sales and data utilized in determining a market value of the subject property. Actual size of subject property is subject to survey. An appraisal report, IF ORDERED, will be forthcoming for your files. This letter is for the intended use of my client only, City of Freeport, and any other person or persons are an unintended user.

Thank you for the opportunity of serving you in regard to this matter.

Respectfully submitted,


Barry A. Coleman

Texas Appraiser Certification
Number TX-1324203-G



Thanks,

Laura Cramer

Special Projects Coordinator/Assistant City Secretary

City of Freeport

Direct: 979-871-0130

Main: 979-233-3526

Email: lcramer@freeport.tx.us



City Council Agenda Item # 7

Title: Consideration and possible action on an ordinance closing and abandoning the remaining Division Street right of way between Front Street and the Brazos River and authorizing the sale of said property to Lucy Ware, owner of adjacent property located at 2 North Front Street.

Date: March 7, 2022

From: Tim Kelty, City Manager

Staff Recommendation:

Staff recommends approval of the sale of this property with claw back provisions in the deed.

Item Summary:

Ms. Ware has requested to purchase from the City the East 75 feet of the closed Division Street Right of way adjacent to her property located at 2 N. Front street. The property is .24252 acres more or less and contains 48 feet of usable water front. The property includes an existing BWA water line that crosses the property at an angle negatively effecting the value of the property. She has plans to construct a home on the property in the very near future for her family.

Background Information: The City has had an appraisal of the property completed by Barry Colman of Angleton Real Estate Appraisal. According to Mr. Colemans appraisal letter attached, the property value is negatively impacted by the presence of a BWA Water Line Easement which crosses the property at an angle.

In his opinion the market value of the property is \$48,300. The appraisal is contingent upon the completion of a property survey which was not available to the appraiser at the time of the appraisal.

Special Consideration:

In the past Freeport City Council has considered sales like this for the appraised value with deed restriction that included preserving the levy easement and including claw back provisions requiring construction of proposed improvements within a certain time frame. Staff recommends that time frame be 3-years. Ms. Ware said she plans to start the building process as soon as the property is acquired.

Board or 3rd Party recommendation: None

Financial Impact: This would net the city the sale price of the property

Supporting Documentation: Appraisal letter, location aerial photo of property.

ANGLETON REAL ESTATE APPRAISAL
217 SEBESTA ROAD, ANGLETON, TEXAS 77515
TELEPHONE (979-849-9600) OR (979-849-3334) FAX (979-849-8358)

BARRY A. COLEMAN
TEXAS APPRAISER CERTIFICATION
NUMBER TX-1324203-G

WILLIAM E. COLEMAN, SRA
TEXAS APPRAISER LICENSE
NUMBER TX-1360034 R

March 4, 2022

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

Pursuant to your request, I have this date completed a restricted appraisal report of the property located on Front Street and the Old Brazos River, no known address, referenced as Division Street Right-of-way, Freeport, Texas, legally described as:

.24252 acre of land more or less, called the remainder of Division Street Right-of-way, City of Freeport, Brazoria County, Texas.

This size of this parcel is estimated, along with its frontage along Front Street and the Brazos River. It is assumed that all utilities are available to the site and that no adverse easements or conditions are found with a forthcoming survey. There is a known, 15' to 16' wide, BWA Waterline Easement along the western line, curving toward the center of the property at the river. Again, a survey is needed to address the exact location of this easement and what area and frontages of the parcel are not hampered by it. My estimate, contingent upon a survey is that the site has approximately 48.03 feet of River Frontage.

The purpose of this letter is to estimate the market value of the fee simple estate of the subject property, as is, as of February 13, 2022.

Market value as used in this letter, and as defined by FIRREA 12 CFR Part 34, is defined as:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. buyer and seller are typically motivated;

- b. both parties are well informed or well advised and each acting in what he considers his own best interest;
- c. a reasonable time is allowed for exposure in the open market;
- d. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto;
- e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

It is my opinion, that the subject property has a market value of:

**FORTY EIGHT THOUSAND THREE HUNDRED DOLLARS
(\$48,300.00)**

The purpose of this report is to estimate the market value of the subject property, based upon pertinent facts, analysis and conclusions contained within my files. This is not an appraisal, nor is it to substitute for same, but as requested is an analysis of sales and data utilized in determining a market value of the subject property. Actual size of subject property is subject to survey. An appraisal report, IF ORDERED, will be forthcoming for your files. This letter is for the intended use of my client only, City of Freeport, and any other person or persons are an unintended user.

Thank you for the opportunity of serving you in regard to this matter.

Respectfully submitted,


Barry A. Coleman

Texas Appraiser Certification
Number TX-1324203-G



Thanks,

Laura Cramer

Special Projects Coordinator/Assistant City Secretary

City of Freeport

Direct: 979-871-0130

Main: 979-233-3526

Email: lcramer@freeport.tx.us



City Council Agenda Item # 8

Title: Consideration of awarding bid to Tex-Con Services for Rehabilitation of the Levee Walking Trail.

Date: March 7, 2022

From: Lance Petty, Public Works Director

Staff Recommendation:

Staff recommends awarding bid to Tex-Con Services for the rehabilitation of the Levee Walking Trail

Item Summary:

With award of bid, contractor will begin mobilization to start construction on the rehabilitation of the Levee Walking Trail. The rehabilitation includes 1.8 miles of Granite to be installed, 6ft wide and removal of existing broken concrete hazard.

Background Information:

The city of Freeport City Council authorized the rehabilitation in this fiscal year budget, the approved budget for the rehabilitation project was set at \$300,000.00 dollars. On February 3, 2022, the city ran ads for an RFP for this project. The city received (1) one proposal and held the bid opening on February 22, 2022. Staff completed the review of the lowest bidder and confirmed the bid tabulation and recommends the award to Tex-Con Services as the lowest bidder.

The list includes RFP received for the Rehabilitation of the Levee Walking Trail:

Tex-Con Services	\$129,880.00
Alternate Bond Cost	\$3,000.00
Total	\$132,880.00

Special Considerations:

If approved, the rehabilitation of the Levee Walking Trail will begin 10 days after the execution of contract, and completion within 90 days of the notice to proceed

Financial Impact:

The cost of construction will be covered by a budgeted CIP funds this fiscal year.

Board or 3rd Party recommendation:

None

Supporting Documentation:

RFP received through competitive bid



February 22, 2022

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

ATTN: Ms. Cathy Ezell

RE: Proposal TEX22-007 for Paving Services – Levee Walking Trail

TexCon Construction Services, LLC proposes to furnish the necessary labor, material and equipment required to complete the following scope of work for the above referenced project based upon attached drawings and scope of work.

We have prepared a list of items and conditions that are included, excluded and/or qualified to assist you in the evaluation of this proposal. We trust you will review these items and find this additional information useful.

We will complete the work as outlined in this proposal for the following Lump Sum price of: **One Hundred Twenty-Nine Thousand Eight Hundred Eighty Dollars & No Cents. \$129,880.00**

QUALIFICATIONS/CLARIFICATIONS:

1. Proposal based upon working five (5) ten (10) hours days, Monday through Friday from 7:00 a.m. to 5:30 p.m. TexCon Services has based starting work in fourteen (14) calendar days from receipt of contract/purchase order and is estimated to complete work in fourteen (14) working days, excluding rain, and drying days.
2. Proposal based on City of Freeport to mark center line of new walking trail.
3. Proposal shall be valid for 30 days from the date of submission.
4. Proposal is based on entering into a mutually agreeable contract, exhibits, general provisions, supplemental provisions, waiver forms and schedule.
5. Proposal excludes sales tax.
6. Proposal excludes (CMT) testing.
7. Proposal based on permits, fees and construction inspections being by owner at no cost to contractor.
8. **Alternate Bond Cost: Add \$3,000.00.**
9. **Alternate Existing Sidewalk Removal: Based on a minimum of 500 sf. Demolish existing damaged sections of 5-foot wide sidewalk and dispose of offsite and installing 4-inches of crushed concrete base for \$6.51 per Sf.**

We are proud to offer a quote for this work. Please do not hesitate to call (979) 583-2908 if you have any questions. We look forward to hearing from you.

Regards,

Larry Peel

Larry Peel
Estimator

LP/jb

7 Ketchum Court, Angleton, Texas 77515
979.583.2908 (o) • 979.849.5617 (f)



REQUEST FOR PROPOSALS (RFP)

Paving Services – Levee Walking Trail

Invitation for Proposals

The purpose of the Request for Proposal (RFP) is to obtain quotes and/or bids for providing Granite paving services to the Levee Waking Trail for the City of Freeport, TX.

All Communication regarding this RFP and for obtaining a complete RFP packet of information should be directed to;

Cathy Ezell
Finance/Human Resource Director
200 West 2nd Street
Freeport TX. 77541
cezell@freeport.tx.us

To be considered, each contractor must submit a completed proposal bid form, certificate of liability insurance, and any additional information requested in the RFP with their proposal packet. The proposal bid form must be signed and include a statement as to the period during which the proposal remains valid.

Responses to this RFP will be evaluated based on a selection process consisting of:

- A review by the city of the contractor’s response to the RFP, to determine if the proposal meets all criteria for consideration.
- Relevant experiences, project understanding, project requirements, strength of the proposal, and proposed fees.

Every effort will be made to adhere to the following schedule:

- | | |
|-------------------------------------|--|
| • Distribute RFP | Date: Thursday, February 3, 2022 |
| • Pre-Bid site inspections with PWD | Date/Time: 10:00 AM, Thursday, February 10, 2022 |
| • Proposal Submission Deadline | Date/Time: 10:00 AM, Tuesday, February 22, 2022 |
| • Selection | Date: March 7, 2022 |

Note: Pre-Inspection of locations must be scheduled with our Public Works Director Lance Petty at 979-709-5700 prior to bid acceptance.

Proposals will be accepted until 10:00 am on Tuesday, February 22, 2022.

Envelopes shall be clearly marked “Requests for Proposal – Paving Services (Levee Walking Trail)” on the outside of the envelope.

Instructions for Bidders

The City of Freeport is requesting bids to provide Granite paving services. The City desires contractors to supply Granite paving service for the Levee Walking Trail. Please refer to Exhibit A for the location for Granite services to be completed.

Scope of Work

The work to be completed will include Preparation of walkway installation **6 feet in width and 1.8 miles in length**, Granite (1/4") installed 4" thick, 6 feet in width and 1.8 miles in length and clean up and haul off.

The chosen contractor must be able to respond to and comply with all elements listed in this section. Failure to comply can and will result in termination of a bid proposal or service contract. Elements include:

- Preparation for walkway installation set forth by the Public Works Director
- Crushed granite 4" thick
- Clean up and haul off

Selection Process

The City will take into account such matters it considers appropriate in selecting the successful contractor. The City reserves the right to contract with one or more vendors for paving services and to reject, for any reason, any and all bids. Evaluation criteria will include:

- The contractor's understanding of the assignment and ability to follow bidding instructions
- The contractor's proposed fee for completion of project
- The experience and qualifications of the contractor
- References (provide a minimum of three account references)

Bidder Qualifications & Proposals

The requirements of contractors interested in submitting proposals:

1. Clearly outline (on the provided bid form) a total lump sum price of paving services for the Levee Walking Trail
2. Submit summary of your experience and qualifications
3. Submit three previous asphalt paving references

4. Submit a certificate of liability insurance and automobile/mowing equipment insurance (the contractor will need to name the City as additional insured and meet the following liability limits if awarded a maintenance contract; \$1.0 million per occurrence). Also, submit proof of statutory worker's compensation coverage under Texas law.
5. Specify the staff to be involved (primary contact, project manager, single proprietor, clerical contact, and owner's agent).
6. Submit two (2) copies of the proposal packet (failure to not submit two full copies of your proposal may result in your proposal not being considered).

The contractor should be aware of the following:

- The proposal should confirm that neither the contractor nor any employee would be in a conflict of interest with respect to the proposal if the contractor were to be selected to perform the services required.
- All proposals will be property of the City of Freeport TX.
- The lowest proposal will not necessarily be accepted. The City reserves the right to reject all bids, award the agreement, interview contractors, negotiate specific terms of the agreement, and make other adjustments as required in consultation with the successful contractor.
- Sealed envelopes marked "Request for Proposal – Paving Services (Levee Walking Trail) with the proponent's name and address shown on the upper left-hand corner of the envelope, must be received at City Hall, Attn: Cathy Ezell, Finance/Human Resource Director, 200 West 2nd Street Freeport TX, 77541 prior to 10:00 am on February 22, 202~~X~~2.

Terms and Conditions

1. Bidders shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed under this contract.
2. The contractor shall assume full responsibility for the actions of its employees or agents and shall repair or replace any damaged item or area of the City properties caused by the actions of its employees or agents unless said damage occurred under circumstances beyond their reasonable control as determined by the City.
3. Any damage of public or private property caused by the contractor's operations shall be resolved with the property owner within ten (10) days after damage occurs to the satisfaction of the City. The contractor shall inform the City of any damage caused by the contractor's operation on the day of such damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the City, the City reserves the right to repair or replace that which was damaged or assess the contractor such cost as may be reasonable and related to damaged caused by the contractor and deduct these costs from any payment due the contractor.
4. It is mutually agreed understood and agreed that the contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract or his right, title, or interest therein, or his

power to execute such contract, to any other person, firm, or corporation, without previous written consent of an authorized representative of the City of Freeport; but in no case shall consent relieve the contractor from his obligations or change the terms of the contract.

5. The contract may be canceled or annulled by the City in whole or in part by written notice of default to the contractor upon nonperformance or violation of contract terms. The City of Freeport reserves the right to terminate the service at any time during the term of the contract upon thirty (30) days written notice to the contractor. Failure of the contractor to deliver services within the time stipulated, unless extended in writing by the City of Freeport, shall constitute contract default.
6. Contractor shall supply cell phone numbers, daytime office numbers, fax numbers, and numbers of supervisors handling this contract. The contractor shall return all calls within one (1) hour of the City placing the call. On-site response time for complaints must be made within 24 hours of the initial call being made by the City. The contractor must assign a crew leader to monitor all work being performed within the City. Failure to comply with the accessibility requirements shall be deemed as substandard work and will be subject to the same penalties.
7. The undersigned hereby affirms and states that the prices quoted herein constitute total cost to the City for all work involved in the respective items. This cost also includes all proposal preparation costs, insurance, royalties, transportation charges, use of all tools and equipment, superintendent, overhead expense, inspection costs, all profits and all other services and conditions necessarily involved in the work to be done in accordance with the requirements of the contract documents considered collectively.
8. Payment for contractual asphalt paving services shall be made in two (1) payment, once all work has been completed in a satisfactory manner and the specifications stated herein have been met, following receipt of invoices from the contractor payment will be issued. The following is the payment schedule:
 - a. 100% upon invoice for job completion of (Installation of Levee Walking Trail)

This Agreement entered into on February 22, 2022.

Date

OWNER (Signature)

 _____

Contractor (Signature)

(Print Name and Title)

Larry Peel - General Manager

(Print Name and Title)

Exhibit A



The project is 6 feet wide, and 1.8 miles in length.

BIDDER REFERENCES

Name/Business	Address	Contact Person & Phone #
1. Brazoria County Parks Dept.	313 W. Mulberry, Angleton, TX	Bryan Frazier (979) 864-1114
2. CHI St. Lukes - Lake Jackson	100 Medical Dr., Lake Jackson, TX	Joe Partlow (979) 285-8475
3. Home Craft	216 W. Park Ave., Freeport, TX	Bill Leitch (979) 233-7272

***** Must be clients that have a current contract for services with your company *****

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Tex-Con Construction Services, LLC

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

None

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

February 22, 2022

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NK2 Investments, LLC dba Nicks & Kessler Insurance 28 Circle Way Lake Jackson TX 77566	CONTACT NAME: Mike Kessler PHONE (A/C, No, Ext): 979-285-9400 FAX (A/C, No): 979-285-9056 E-MAIL ADDRESS: mike@nicks-kessler.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Kinsale Insurance Company</td> <td>38920</td> </tr> <tr> <td>INSURER B: Texas Mutual Insurance Company</td> <td>22945</td> </tr> <tr> <td>INSURER C: Progressive County Mutual Ins. Co.</td> <td>29203</td> </tr> <tr> <td>INSURER D: Commerce & Industry insurance Co.</td> <td>19410</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Kinsale Insurance Company	38920	INSURER B: Texas Mutual Insurance Company	22945	INSURER C: Progressive County Mutual Ins. Co.	29203	INSURER D: Commerce & Industry insurance Co.	19410	INSURER E:		INSURER F:
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INSURER F:														
INSURED Tax-Con Construction Services, LLC 7 Ketchum Ct. Angleton TX 77515														

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

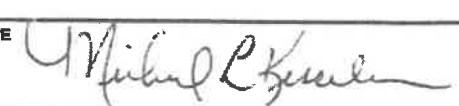
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	0100044843-5	11/17/2021	11/17/2022	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ excl
	<input checked="" type="checkbox"/> deduct - \$5000 per occur					PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY		05819919	01/15/2022	01/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$
D	UMBRELLA LIAB		EBU019903459	11/17/2021	11/17/2022	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB					AGGREGATE \$ 10,000,000
	DED RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	TSF-001197414	01/14/2022	01/14/2023	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The General Liability policy includes blanket automatic additional insured that provides additional insured status only when obligated by a written valid contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER**CANCELLATION**

City of Freeport 200 W. 2nd St Freeport TX 77541	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

ACORD 25 (2010/05)

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BID OPENING

RFP #2022-03

Invitation for Proposals Levee Walk Trail

Bid Opening Date:

Tuesday Feb. 22, 2022 @ 10am

Bids Received

Bids were opened by Betty Wells at 10:00 AM and were as follows:

	Vendor/Bidder's Name	Total Bid
1	Tex Con Services	\$129,880.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
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23		

Invitation for Proposals Levee Walk Trail
Tuesday Feb. 22, 2022 @ 10am



BID OPENING

RFP #2022-03

Invitation for Proposals Levee Walk Trail

Bid Opening Date:
Tuesday Feb. 22, 2022 @ 10am

Sign- In Sheet

NAME	COMPANY	EMAIL
Bobby Wells	COF	bwells@freeport.tx.us
Lance Settle	COF	lsettle@freeport.tx.us
Brian Richardson	Tex Con	brichardson@texconservices.com
Gisele Hernandez	COF	ghernandez@freeport.tx.us

Construction Contract Documents



City of Freeport

Levee Walking Trail

Freeport Tx. 77541

City of Freeport

Mayor

Brooks Bass

City Council

Jerry Cain

Mario Muraira

Jeff Pena

Troy Brimage

City Manager

Tim Kelty

AGREEMENT

State of Texas}

County of Brazoria}

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between City of Freeport Tx, of the County of Brazoria and the State of Texas, hereinafter termed "OWNER" and _____ of the City of _____, County of _____, and State of _____, hereinafter termed "CONTRACTOR."

WITNESSETH:

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, and under the conditions expressed in the Bonds bearing even date herewith, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction of certain improvements as follows:

**CITY OF FREEPORT
Levee Walking Trail
FREEPORT, TEXAS 77541**

and all extra work in connection therewith, under the terms as stated in the GENERAL CONDITIONS, SPECIAL CONDITIONS, and SPECIAL PROVISIONS OF THE AGREEMENT, and, at CONTRACTOR'S own expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said Work, in accordance with the conditions and prices stated in BID to include (Base Bid) for the amount of \$132,880.00 and in accordance with the INVITATION TO BIDDERS, INSTRUCTIONS TO BIDDERS, GENERAL CONDITIONS, SPECIAL CONDITIONS, and SPECIAL PROVISIONS OF THE AGREEMENT, PLANS, and other drawings and printed or therefore, hereafter called "CONTRACT" and/or "CONTRACT DOCUMENTS," which has been examined by CONTRACTOR and OWNER, together with CONTRACTOR's written BID, and the MAINTENANCE BOND, PERFORMANCE BOND, and PAYMENT BOND attached, all of which are made part hereof and collectively evidence and constitute the entire contract.

CONTRACTOR hereby agrees to begin Work within 10 calendar days after written notice to proceed has been given by CITY. Contractor also agrees to achieve substantial completion of work within 90 calendar days after the written notice to proceed. CONTRACTOR will be paid in current funds for the performance of the Contract in accordance with the BID submitted therefore, subject to additions and deductions, as provided in the CONTRACT DOCUMENTS, and to make payments on account thereof as provided therein.

IN WITNESS WHEREOF, the parties to these presents have executed this AGREEMENT in the year and day first above written.

ATTEST:

Betty Wells

City Secretary

ATTEST:

City of Freeport
OWNER

By: _____

Name: _____

Title: _____

Date: _____

Signature: _____

CONTRACTOR

By: _____

Name: _____

Title: _____

Date: _____

Signature: _____



MAINTENANCE BOND

STATE OF TEXAS

Contract Date _____

COUNTY OF _____ Date Bond Executed _____

PRINCIPAL _____

SURETY _____

OWNER City of Freeport

SUM OF BOND (in figures) _____
being 100% of the Contract Price.

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto OWNER, its successors and assigns, in the sum of the amount stated above, for payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into that certain Contract with Owner, dated the same date as this bond, which contract is expressly incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if Principal well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work covered by the Contract, including any guarantee or warranty required under the Contract, then this obligation is void; otherwise it is to remain in full force and effect. Should the Principal fail to well and truly repair and any all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work as required by the Contract in all its terms, the Surety will be liable for all damages, losses, expenses and liabilities that the Owner may suffer in consequence thereof.

The parties intend this maintenance bond to be a common law bond to be constructed in accordance with Texas law.

Surety hereby agrees, for value received, that no charge, extension of time, alteration or addition to the terms of the Contract or to work performed under this Contract, or to plans, specifications or drawings accompanying the Contract, will in any way affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.

PRINCIPAL

ATTEST

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Address _____

(SEAL)

SURETY

ATTEST

By _____

By _____

Name _____

Name _____

Title _____

Title _____

(SEAL)

Physical Address:

Mailing Address:

Local Recording Agent Personal Identification Number:

Surety must attach its original Power of Attorney to this bond

ATTACH POWER OF ATTORNEY

PAYMENT BOND

STATE OF TEXAS

Contract Date _____

COUNTY OF _____ Date Bond Executed _____

PRINCIPAL _____

SURETY _____

OWNER City of Freeport

SUM OF BOND (in figures) _____
being 100% of the Contract Price.

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto OWNER, its successors and assigns, in the sum of the amount stated above, for payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into that certain Contract with Owner, dated the same date as this bond, which contract is expressly incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if Principal shall promptly pay claimants for all labor, subcontracts, materials and specially fabricated materials performed or furnished under or by virtue of the Contracts, and duly authorized modifications and normal and usual extras thereto, notice of which modifications to Surety being hereby waived, then this obligation shall be void, otherwise to remain in full force and effect. Should Principal fail to promptly pay claimants for all labor, subcontracts, materials and specially fabricated materials performed or furnished under or by virtue of the Contract, Surety is hereby bound to make such payments on behalf of Principal up to a total aggregate amount equal to the sum of the bond. Labor, subcontracts, materials, and specially fabricated materials shall be construed in accordance with Chapter 2253, Texas Government Code.

PROVIDED, HOWEVER, that Owner having required Principal to furnish this Bond in order to comply with the provisions of Chapter 2253, Texas Government Code, all rights and remedies on this Bond shall inure solely to such claimants and shall be determined in accordance with the provisions, conditions, and limitations of the aforesaid Government Code to the same extent as if they were copies at length herein.

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.

PRINCIPAL

ATTEST

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Address _____

(SEAL)

SURETY

ATTEST

By _____

By _____

Name _____

Name _____

Title _____

Title _____

(SEAL)

Physical Address:

Mailing Address:

Local Recording Agent Personal Identification Number:

Surety must attach its original Power of Attorney to this bond

ATTACH POWER OF ATTORNEY

