

NOTICE OF PUBLIC MEETING
THE FREEPORT CITY COUNCIL
TUESDAY, FEBRUARY 19TH, 2013, 6:00 P.M.
FREEPORT MUNICIPAL COURT ROOM
FREEPORT POLICE DEPARTMENT, 430 NORTH BRAZOSPORT BLVD.
FREEPORT, TEXAS
AGENDA
FORMAL SESSION

1. Call to order.
2. Invocation.
3. Pledge of Allegiance.
4. Consideration of approving the February 4th, 2013 Council Minutes. Pg. 162-165
5. Attending citizens and their business.
6. Consideration of approving Ordinance No. 2013-2032 calling the Annual General Election for the City of Freeport for the second Saturday in May, 2013, being May 11, 2013, at which the voters of said City residing in Wards B and Ward D shall be permitted to vote for or against the candidates for positions B and D on the City Council of the City of Freeport and at which the voters of said City shall elect at large a Mayor for said City. Pg. 166-173
7. Consideration of approving Resolution No. 2013-2407 a Joint Election Agreement and Contract for election services with the County Clerk of Brazoria and The City of Freeport. Pg. 174-184
8. Consideration of advertising and setting a bid date for March 13, 2013 to employ a company to help design and/or install the first phase of a Security Surveillance and Communication Network through the City of Freeport Police Department for the Brazosport Marine Action Team (BMAT). Pg. 185-187
9. Consideration of advertising and setting a bid date for March 13th, 2013 for mowing services for the City of Freeport. Pg. 188-193
10. Consideration of leasing to ICS, Inc., .0.142 acres of land, being a portion of East Brazos Boulevard adjoining the Briarwood Baytown , L.P., Tract out of Block 16 of the Town of Freeport described in Document # 2006014124 of the Official Records of Brazoria, Texas for five years at an annual rental of \$50.00 per year.
11. Consideration and possible action regarding any item discussed in Executive Session.

Work Session:

- A. Discussion regarding the new Yamaha Golf Cart Contract. Pg. 194-196
- B. Discussion regarding the Summer Time Blues Festival.

Executive Session:

Section 551.074, Government Code

Deliberation concerning the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee, to wit: settlement of a severance contract.

- City Manager

Section 551.071, Government Code

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

- City Attorney

Adjourn

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

In compliance with the Americans with Disabilities Act, the City of Freeport will provide for reasonable accommodations for persons attending City Council Meetings.

Request should be received 48 hours prior to the meeting. Please contact the City Secretary office at 979-233-3526.

I, Delia Munoz City Secretary for the City of Freeport, Texas certify that this agenda was posted on the official bulletin board/glass door of City Hall, facing the rear parking lot of the building, with 24 hours a day public access, 200 West 2nd Street, Freeport Texas, February 15th, 2013 at or before 5:00 p.m.

Delia Munoz - City Secretary
City of Freeport, Texas

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of the City of Freeport met on Monday, February 4th, 2013 at 6:00 p.m., at the Freeport Municipal Court Room, 430 North Brazosport Boulevard, for the purpose of considering the following agenda items:

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

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

Visitors:	Laura Taft	Cindy Cain
	Wayne Shaw	Lalita Simple
	Nicolosa Mireles	Lucky Gilbert
	Eileen Koenig	Linda Arloin
	Sandra Leavey	Richard Rangel
	Jim Barnett	Sandra Barnett
	Jim Pirrung	Shirley Theriot
	Denise Harper	M. E. Burridge
	Evelyn Burridge	Edward Garcia
	Shelia Morrow	Lila Lloyd
	Jennifer Bolton	Manning Rollerson
	Bill Morris	Annette Sanford
	Mark Sanford	Carol Bettene
	Eric Hayes	Lila Diehl
	George Beamon	Juanita Cordozo
	Christi Mendoza	Yvette Ruiz
	Alonzo Martinez	John Stanford
	Jerry Meeks	Jim Butler
	Clan Cameron	Roy Yates
	Dan Tarver	Dan Pennington
	Tobey Davenport	

Call to order.

Mayor Norma Garcia called the meeting to order at 6:00 p.m.

Invocation.

City Attorney Wallace Shaw offered the invocation.

Pledge of Allegiance.

John Stanford led the Pledge of Allegiance.

Consideration of approving the January 7th, 2013 Council Minutes.

On a motion by Councilwoman Barbree, seconded by Councilwoman Kent, with all present voting "aye", Council unanimously approved the January 7th, 2013 Council Minutes.

Attending citizens and their business.

Mayor Norma Garcia read out the rules for public comments.

Laura Taff of 1626 W. 7th Street complaint about Waste Management not picking up the trash.

Dan Tarver of 919 N. Ave. A. asked Council to reconsider selling property to Briarwood Holdings, LLC.

Sandra Leavey of 311 W. Broad asked what impact would the City have regarding the Brazosport Marine Action Team Grant. She asked what was planned for February 8th, 2013 for John Stanford Day".

Consideration of approving Resolution No. 2013-2408 supporting creation of the Lone Star Coastal National Recreation Area.

On a motion by Councilwoman Kent, seconded by Councilwoman Loeza, with all present voting "aye", Council unanimously approved Resolution No. 2013-2408 supporting creation of the Lone Star Coastal National Recreation Area.

Consideration of approving Ordinance No. 2013-2033 amending the budget for the fiscal year 2012-2013.

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting "aye", Council unanimously approved Ordinance No. 2013-2033 amending the budget for the fiscal year 2012-2013.

Consideration of approving and authorizing the City Manager to sign a Notice to Proceed for the DWI Selective Traffic Enforcement Program between Houston-Galveston Area Council and the City of Freeport.

On a motion by Councilwoman Kent, seconded by Councilman Bolton, with all present voting “aye”, Council unanimously approved authorizing the City Manager to sign a Notice to Proceed for the DWI Selective Traffic Enforcement Program between Houston-Galveston Area Council and the City of Freeport.

Consideration of rescheduling February 18th, 2013 Council Meeting to February 19th, 2013 due to President’s Day holiday.

On a motion by Councilwoman Kent, seconded by Councilman Barbree , with all present voting “aye”, Council unanimously approved rescheduling February 18th, 2013 Council Meeting to February 19th, 2013 due to President’s Day holiday.

Consideration of approving the appraised value and closing, abandoning and selling 0.142 acres of East Brazos Street right-of-way, out T. F. McKinney Labor No. 6, Abstract 87 and S. F. Austin 1/3 League, Abstract 28, 200 Block, East Brazos right-of- way.

On a motion by Councilman Bolton, seconded by Councilwoman Loeza, with all present voting “aye”, Council unanimously voted to table this item.

Consideration of approving Ordinance No. 2013-2031 abandoning and closing an unused portion of the right-of-way located within the corporate limits of the City of Freeport, in Brazoria County, Texas described as that portion of East Brazos opposite Lots 1 through 4, Block 16 of the Freeport Townsite.

On a motion by Councilman Bolton, seconded by Councilwoman Loeza, with all present voting “aye”, Council unanimously voted to table this item.

Consideration and possible action regarding ratification of Police Chief severance agreement.

Mayor Norma Garcia closed the Formal Agenda and Opened the Executive Session at 6:15 p.m.

Mayor Norma Garcia reconvened the Formal Session to motion on No. 12 of the agenda.

On a motion by Councilman Bolton, seconded by Councilwoman Loeza, with all present voting “aye”, Council unanimously approved Police Chief Ty Morrow retirement severance agreement.

Executive Session:

Section 551.074, Government Code

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

- City Manager
(no action taken)

Section 551.071, Government Code

Consultation with attorney concerning pending or contemplated litigation; a settlement offer; or a matter in which the duty of the attorney requires it.

- Police Chief Ty Morrow
(action taken on item 12 of the agenda)

Mayor Garcia closed the Executive Session at 7:04 p.m. and reconvened the Formal Session to motion on No. 12 of the Agenda.

Adjourn

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting “aye”, Council meeting adjourned at 7:12 p.m.

Mayor Norma M. Garcia
City of Freeport, Texas

Delia Munoz, City Secretary
City of Freeport, Texas

ORDINANCE NO. 2013-2032

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; CALLING THE ANNUAL GENERAL ELECTION FOR THE CITY OF FREEPORT FOR THE SECOND SATURDAY IN MAY, 2013, BEING MAY 11, 2013, AT WHICH THE VOTERS OF SAID CITY RESIDING IN WARDS B AND D SHALL BE PERMITTED TO VOTE FOR OR AGAINST THE CANDIDATES FOR POSITIONS B AND D ON THE CITY COUNCIL OF THE CITY OF FREEPORT AND AT WHICH THE VOTERS OF SAID CITY SHALL ELECT AT LARGE A MAYOR FOR SAID CITY; PROVIDING POLLING PLACES FOR SAID ELECTION; ESTABLISHING THE QUALIFICATIONS FOR CANDIDATES FOR THE OFFICES TO BE VOTED UPON; PROVIDING FOR APPLICATIONS FOR CANDIDATES AND SPECIFYING A FILING DEAD LINE AND THE DATE WHEN FILING MAY BEGIN; PROVIDING FOR THE QUALIFICATION OF ELECTORS; APPOINTING THE OFFICERS OF SAID ELECTION AND DESIGNATING THE NUMBER OF CLERKS TO ASSIST IN CONDUCTING SAID ELECTION AND THE COMPENSATION TO BE PAID THE ELECTION JUDGE AND CLERKS; PROVIDING FOR EARLY VOTING; PROVIDING FOR RATIFICATION AND CONFIRMATION BY THE MAYOR OF SAID CITY OF THE ACTION TAKEN BY THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, pursuant to Section 3.01 of the Home Rule Charter of the City of Freeport, Texas ("the City"), NORMA MORENO GARCIA was elected Mayor and FRED BOLTON and SANDRA BARBREE were elected on the second Saturday in May, 2011, to Council Position B and Council Position D on the City Council of the City, respectively, for a two (2) year term each; and,

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

SECTION ONE--Election for Wards B and D Called.

Pursuant to said Section 3.01, the Mayor and City Council hereby order and ordain, respectively, that the election required to be held in the City at large for Mayor, a position now held by NORMA MORENO GARCIA, and in Wards B and D for Council Position B and D, now held by FRED BOLTON and SANDRA BARBREE, respectively, be hold on the second Saturday in May of 2013, being May 11, 2013, between the hours of 7:00 o'clock a.m. and 7:00 o'clock p.m., each election being for a term of two (2) years.

SECTION TWO--Municipal Polling Places

As provided in the Joint Election Agreement and Contract for Election Services between the City and the County Clerk of Brazoria County, Texas, which is incorporated herein by reference, for the purpose of the election called by this ordinance, there shall be two (2) municipal polling places, one located outside the City of Freeport at the Oyster Creek City Hall, located at 3210 FM 523 in the Village of Oyster Creek, Texas, where voters residing in Brazoria County Election Precinct 8 but also residing within the City shall vote on election day and one within the City of Freeport located at the Brazosport High School, Cafeteria, 1800 West Second Street, Freeport, Brazoria County, Texas, where all other voters shall vote on election day.

SECTION THREE--Candidates, Applications and Filing Fees.

(a) Everyone who has attained the age of eighteen (18) years, who has resided within the incorporated limits of the City for a period of six (6) months immediately preceding the last day on which a candidate's application for a place on the ballot could be delivered to the City Secretary, as hereinafter provided, shall be eligible to become a candidate for the office of Mayor of the City by filing a sworn application, as hereinafter provided.

(b) Everyone who has attained the age of eighteen (18) years, who has resided within the incorporated limits of the City for a period of six (6) months immediately preceding the last day on which a candidate's application for a place on the ballot could be delivered to the City Secretary, as hereinafter provided, and who:

(1) resides in Ward B, as defined in said Ordinance No. 2002-2001, on the day such application is filed, shall be eligible to become a candidate for the office of Council Position B by filing a sworn application, as hereinafter provided; and,

(2) resides in Ward D, as defined in said Ordinance No. 2002-2001, on the day such application is filed, shall be eligible to become a candidate for the office of Council Position D by filing a sworn application, as hereinafter provided.

(c) Each candidates application shall be in writing, contain the matters set out in Section 141.031, Texas Election Code and be filed with the City Secretary of the City.

(d) An application may not be filed earlier than the ninety-first (91st) day before the day hereinabove specified for said election and must be filed not later than 5:00 o'clock p.m. of the sixty-first (61) day preceding the day hereinabove specified for said election, being February 11, 2013 and March 11, 2013, respectively.

SECTION FOUR--Electors.

Every person eligible to vote under the provisions of Chapter 11 of Title 2 of the Texas Election Code who is a resident of the City and who is duly registered to vote in the county election precinct where and on the day on which he or she votes, shall be entitled to vote for or against the candidates for Council Position B if such voter resides in Ward B, as defined in said Ordinance No. 2002-2001, and for or against the candidates for Council Position D if such voter resides in Ward D, as defined in said Ordinance No. 2002-2001.

SECTION FIVE--Officers of Election and Compensation Thereof.

The Presiding Judge, Alternate Presiding Judge and clerks needed on the day of election for the election called by this ordinance, for the early ballot board and the central counting station shall be appointed, have the duties and be compensated as provided in the Joint Election Agreement and Contract for Election Services between the City and the County Clerk of Brazoria County, Texas, which is incorporated herein by reference.

SECTION SIX--Early Voting.

Early voting shall begin on April 29, 2013, and ends on May 7, 2013, such early voting to be conducted by the County Clerk of Brazoria County, Texas, at the following locations between the hours of 8:00 a.m. and 5:00 p.m., Monday April 29, 2013, through Friday, May 3, 2013, and between the hours of 7:00 a.m. through 7:00 p.m. on Saturday, May 4, Monday, May 6, and Tuesday, May 7, 2013, to-wit:

<u>Angleton Main Location:</u>	East Annex (Old Walmart Building 1524 E. Mulberry, Room 144, Angleton
<u>Alvin Branch Location:</u>	Alvin Library 105 S. Gordon, Alvin
<u>Brazoria Branch Location:</u>	Precinct 4 County Barn 1001 Market St., Brazoria
<u>Freeport Branch Location:</u>	Freeport Library 410 Brazosport Blvd., Freeport
<u>Lake Jackson Branch Location:</u>	Lake Jackson Library 250 Circle Way, Lake Jackson
<u>Manvel Branch Location:</u>	Courthouse North Annex 7313 Corporate Dr., Manvel
<u>Pearland East Branch Location:</u>	Alvin Community College, Pearland Center 2305 N. Grand Blvd, Bldg. 2, Pearland
<u>Pearland West Branch Location:</u>	Westside Event Center 2150 Countryplace Pkwy., Pearland
<u>Sweeny Branch Location:</u>	Sweeny Community Center 205 W. Ashley Wilson Rd., Sweeny
<u>West Columbia Branch Location:</u>	West Columbia City Hall 512 E. Brazos, West Columbia

SECTION SEVEN--Method of Voting and Conducting Election.

Both early voting and all voting on the day named above for the holding of said charter amendment election shall be in the manner specified in the Joint Election Agreement and Contract for Election Services between the City and the County Clerk of Brazoria County, Texas, mentioned above.

SECTION EIGHT--Notice of Election.

(a) The Mayor of the City is hereby authorized and directed to issue a notice of said special election, including a substantial copy of above and foregoing proposition, and to cause the same to be posted in accordance with Section 4.003(a)(2) of the Election Code for at least twenty-one (21) days prior to the date named above for the holding of said election on the bulletin board used for posting notices of meetings of the City Council.

(b) The City Secretary of the City is hereby authorized and directed to cause a copy of such notice, including a substantial copy of above and foregoing proposition, to be published in a newspaper in accordance with Section 4.003(a)(1) of the Election Code, such publication to be at least ten (10) days before but not more than thirty (30) days before the date named above for the holding of said special election.

SECTION NINE--Ratification and Confirmation by Mayor.

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

SECTION TEN--Effective Date.

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

READ, PASSED AND APPROVED this ____ day of _____, 2013.

Norma Moreno Garcia, Mayor,
City of Freeport, Texas

ATTEST:

Delia Muñoz, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Wallace Shaw

Wallace Shaw, City Attorney,
City of Freeport, Texas

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NOTICE OF ELECTION FOR COUNCIL POSITIONS B AND D

TO: ALL PERSONS ENTITLED TO VOTE UNDER THE PROVISIONS OF CHAPTER 11 OF TITLE 2 OF THE TEXAS ELECTION CODE WHO ARE RESIDENTS OF THE CITY OF FREEPORT, TEXAS, AND ARE DULY REGISTERED TO VOTE IN THE PRECINCT WHERE AND ON THE DAY ON WHICH THEY VOTE, GREETINGS:

I.

You will take notice that an annual general election will be held in Wards B and D of the City of Freeport, Texas, on the second Saturday in May, 2013, being May 11, 2013, between the hours of 7:00 a.m. and 7:00 p.m. for the purpose of electing a person to the office of Mayor for the City of FREEPORT, Texas, now held by NORMA MORENO GARCIA, for a term of two (2) years and, on the same day, in Wards B and D, for the purpose of electing for a term of two (2) years each, persons to the following named offices of the City of Freeport, Texas, to-wit:

Council Position B, now held by FRED BOLTON, and

Council Position D, now held by SANDRA BARBREE.

II.

As provided in the Joint Election Agreement and Contract for Election Services between the City and the County Clerk of Brazoria County, Texas, there shall be two (2) municipal polling places for said election, one located outside the City of Freeport at the Oyster Creek City Hall, located at 3210 FM 523 in the Village of Oyster Creek, Texas, where voters residing in Brazoria County Election Precinct 8 but also residing within the City shall vote on election day and one within the City of Freeport located at the Brazosport High School, Cafeteria, 1800 West Second Street, Freeport, Texas, where all other voters residing with the City shall vote on election day.

III.

Early voting shall begin on Aril 29, 2013, and end on May 7, 2013, such early voting to be conducted by the County Clerk of Brazoria County, Texas, at the following locations between the hours of 8:00 a.m. and 5:00 p.m., Monday April 29, 2013, through Friday, May 3, 2013, and from 7:00 a.m. through 7:00 p.m. on Saturday, May 4, Monday, May 6, and Tuesday, May 7, 2013, to-wit:

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Angleton Main Location: East Annex (Old Walmart Building
1524 E. Mulberry, Room 144,
Angleton

Alvin Branch Location: Alvin Library
105 S. Gordon, Alvin

Brazoria Branch Location: Precinct 4 County Barn
1001 Market St., Brazoria

Freeport Branch Location: Freeport Library
410 Brazosport Blvd., Freeport

Lake Jackson Branch Location: Lake Jackson Library
250 Circle Way, Lake Jackson

Manvel Branch Location: Courthouse North Annex
7313 Corporate Dr., Manvel

Pearland East Branch Location: Alvin Community College, Pearland Center
2305 N. Grand Blvd, Bldg. 2, Pearland

Pearland West Branch Location: Westside Event Center
2150 Countryplace Pkwy., Pearland

Sweeny Branch Location: Sweeny Community Center
205 W. Ashley Wilson Rd., Sweeny

West Columbia Branch Location: West Columbia City Hall
512 E. Brazos, West Columbia

WITNESS MY OFFICIAL SIGNATURE HEREUNTO AFFIXED this ____ day of _____, 2013.

Norma Moreno Garcia, Mayor,
City of Freeport, Texas

ATTEST:

Delia Muñoz, City Secretary,
City of Freeport, Texas

MAYOR'S RETURN

I certify that on the ____ day of _____, 2013, I posted a true and correct copy of the foregoing "Notice of Election", on the bulletin board located at the Freeport City Hall used for posting notices of meetings of the City Council, such day being more than twenty-one (21) days prior to said election.

Norma Moreno Garcia, Mayor,
City of Freeport, Texas

CITY SECRETARY'S RETURN

I hereby certify that I caused a copy the above and foregoing "Notice of Election" to be published in the Brazosport Facts, heretofore designated as the official newspaper of the City of Freeport, Texas, it being a newspaper published in the adjoining City of Clute, in Brazoria County, Texas, which meets all of the criteria set forth in Section 2051.044 of the Government Code. I requested that, such publication be one (1) time, not less than ten (10) days nor more than thirty (30) days before the date hereinabove fixed for the holding of said election.

WITNESS my official signature and the seal of said City hereunto affixed this ____ day of _____, 2013.

Delia Muñoz, City Secretary
City of Freeport, Texas

RESOLUTION NO. 2013-2407

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; PROVIDING THAT THE ANNUAL ELECTION CALLED BY THE CITY COUNCIL OF SAID CITY FOR THE ELECTION OF A MAYOR AND COUNCIL MEMBERS FOR COUNCIL POSITIONS B and D CALLED FOR THE 11th DAY OF MAY, 2013, BE HELD JOINTLY WITH ALL ELECTIONS CALLED FOR THE SAME DAY BY OTHER POLITICAL SUBDIVISION LOCATED IN BRAZORIA COUNTY, TEXAS; AUTHORIZING THE MAYOR AND THE CITY SECRETARY OF SAID CITY TO EXECUTE AND ATTEST, RESPECTIVELY, A JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES WITH THE COUNTY CLERK OF BRAZORIA COUNTY, TEXAS, WHICH SPECIFIES IN AN ATTACHMENT THERETO THE LOCATION OF THE COMMON POLLING PLACES AND WHICH AGREEMENT MAKES PROVISION FOR THE OFFICERS OF SAID JOINT ELECTION AND THEIR COMPENSATION, ALLOCATES THE EXPENSES OF SUCH JOINT ELECTION AND MAKES PROVISIONS FOR EARLY VOTING, THE BALLOT, BALLOT BOXES, ELECTION FORMS AND RECORDS AND THE CUSTODIAN THEREOF; PROVIDING THAT THIS RESOLUTION SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION; AND PROVIDING THAT THE ORIGINAL OF THIS RESOLUTION SHALL BE MAINTAINED BY THE CITY SECRETARY IN THE PERMANENT RECORDS OF SAID CITY AND A CERTIFIED COPY THEREOF AND OF THE EXECUTED AND ATTESTED AGREEMENT HEREBY AUTHORIZED BE SENT TO THE COUNTY CLERK OF BRAZORIA COUNTY, TEXAS.

WHEREAS, Chapter 271 of the Texas Election Code, authorizes two or more political subdivision of this state located in the same county to hold jointly elections which are held on the same day;; and,

WHEREAS, the City Council of the City has called an election for the election of a Mayor and Council Members for Council Positions B and D on the City Council of the City; and,

WHEREAS, the County Clerk of Brazoria County, Texas, the county in which the City is located, has requested that the City hold such elections jointly with other political subdivisions in said county being held on the same day under the terms and conditions included in a written agreement and contract to be signed by the County Clerk and the appropriate officials of such other political subdivisions to which shall be affixed an attachment specifying the location of the common polling places and which agreement makes provision for the officers of said joint election and their compensation, allocates the expenses of such joint election and makes provisions for early voting, the ballot, ballot boxes, election forms and records and the custodian thereof for such joint election; and,

WHEREAS, the City Council of the City has determined and does here now declare that the adoption of this resolution and the execution of such agreement and contract is necessary to the health, safety and general welfare of the inhabitants of the City and will facilitate the holding of such elections.

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

First, that all of the elections called by the City Council of the City for May 11, 2013, be held jointly with the elections called by other political subdivision in Brazoria County, Texas, for the same day, and the Mayor and City Secretary of the City are hereby authorized to execute and attest, respectively, a Joint Election Agreement and Contract for Election Services described above in the preamble of this resolution.

Second, that the locations of the common polling places and the officers of said election and their compensation be designated and fixed, the expenses of such joint election be allocated and the provisions for early voting, ballots, ballot boxes, election forms and records and the custodian thereof be made all as provided in said agreement and contract.

Third, that early voting in such joint election as well as voting on the day of such joint election shall be conducted jointly by the County Clerk of said county and the City Secretary of the City and the comparable election officer of all of the other political subdivisions participating in such joint election as provided in said agreement and contract.

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

Fifth, the original of this resolution, after execution and attestation, shall be maintained by the City Secretary in the permanent records of the City and a certified copy hereof, and the executed and attested agreement and contract hereby authorized, be sent to the County Clerk of Brazoria County, Texas.


READ, PASSED AND ADOPTED this _____ day of _____, 2013.

Norma Moreno Garcia, Mayor,
City of Freeport, Texas

ATTEST:

Delia Muñoz, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:



Wallace Shaw, City Attorney,
City of Freeport, Texas

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JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT by and between CITY OF FREEPORT, acting by and through the governing body of hereinafter referred to as "Political Subdivision", and Joyce Hudman, County Clerk of Brazoria County, Texas, hereinafter referred to as "County Clerk", and by authority of section 31.092(a), Texas Election Code, for the conduct and supervision of the Political Subdivisions election to be held on May 11, 2013.

RECITALS

Political Subdivision is holding a Municipal Election (at the expense of Political Subdivision) on May 11, 2013

The County owns an electronic voting system, the Hart InterCivic eSlate Voting System (Version 6.1), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this agreement. The County Clerk of Brazoria County shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Political Subdivision agrees to pay Brazoria County for equipment, supplies, services, and administrative costs as provided in this agreement. The County Clerk shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The County Clerk shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Brazoria County and the County Clerk may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that Brazoria County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot

on the county's electronic voting system at the applicable polling places. In such cases, costs shall be divided among the participants.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances. With reference to publications, the "County Clerk" will publish the "Notice of Tabulation Testing", but the "Political Subdivision" will publish the "Notice of Election."

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the County Clerk Elections Office. The County Clerk's Election Office, with the assistance of the Civil District Attorney's Office, shall prepare a submission to the United States Department of Justice for preclearance of the joint election procedures and polling places, pursuant to the Voting Rights Act of 1965, as amended. This submission to the Department of Justice shall be made on behalf of all political subdivisions participating in joint elections on May 11, 2013. Each Political Subdivision shall provide necessary documentation for preclearance.

III. VOTING LOCATIONS

The County Clerk's Election Office shall select and arrange for the use of and payment for all election day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by the county. The proposed voting locations are listed in Attachment A of this agreement. In the event a voting location is not available, the Elections Department will arrange for use of an alternate location with the approval of the Political Subdivision. The Elections Department shall notify the Political Subdivision of any changes from the locations listed in Attachment A.

If polling places for the May 11, 2013 joint election are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than May 11, 2013 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the May 11, 2013 election.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Brazoria County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. The County Clerk shall make emergency appointments of election officials if necessary. Upon request by the County Clerk, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The Elections Department shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The County Clerk shall arrange for the training and compensation of all election judges and clerks. The Elections Department shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Department notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge will receive compensation at an hourly rate of \$12.00. Each election clerk will receive compensation at an hourly rate of \$10.00. The election judge will receive an additional sum of \$25.00 for picking up the election supplies prior to election day and for returning the supplies and equipment to the central counting station after the polls close. All judges and clerks will receive \$30.00 for attending training.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of the County or Political Subdivision. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County or Political Subdivision, and no election personnel shall be entitled to the rights, privileges, or benefits of County or Political Subdivision employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the County or Political Subdivision, unless considered a county employee as determined by the Brazoria County Human Resources Department.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Department shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Department shall provide the necessary voter registration information, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election. If special maps are needed for a particular Political

Subdivision, the Election Department will order the maps and pass that charge on to that particular Political Subdivision.

Political Subdivision shall furnish the County Clerk a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). This list shall be delivered to the Elections Department as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the County Clerk as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Political Subdivision agrees to appoint the County Clerk's permanent county employees as deputy early voting clerks. The participating authorities further agree that each Early Voting Location will have an "Officer in Charge" that will receive compensation at an hourly rate of \$12.00. The clerks at each location will receive compensation at an hourly rate of \$10.00. Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations.

As Early Voting Clerk, the County Clerk shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Department for processing.

The Elections Department shall, upon request, provide the Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

VII. EARLY VOTING BALLOT BOARD

Brazoria County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Department, shall appoint two or more additional members to constitute the EVBB. The Elections Department shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The County Clerk shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	Janice Evans
Alternate Counting Station Manager:	Brandy Pena
Tabulation Supervisor:	Susan Cloudt
Alternate Tabulation Supervisor:	Brandy Pena
Presiding Judge:	Bonnie Farrer
Alternate Presiding Judge:	Dottie Cornett

The Elections Department will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The Elections Department shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

The Elections Department shall submit all Political Subdivision's precinct by precinct returns to the Texas Secretary of State's Office electronically.

The Elections Department shall post all election night results to our website on election night. [http://www. Brazoriacountyvotes.com](http://www.Brazoriacountyvotes.com).

IX. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on the cost per polling place. Costs for polling places shared by County, Political Subdivision, and other political subdivisions shall be divided equally among the participants utilizing that polling place.

It is agreed that the normal rental rate charged for the County's voting equipment used on election day shall be divided equally among the participants utilizing each polling location.

Costs for Early Voting by Personal Appearance will be divided by all Political Subdivisions as follows: Total cost of all 10 locations will be divided by all Political Subdivisions holding elections on May 11, 2013. Cost will be based on registered voters.

X. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code, or should it be later ruled that the election is not needed. Political Subdivision is fully liable for any expenses incurred by Brazoria County on behalf of Political Subdivision. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses.

XI. RECORDS OF THE ELECTION

The County Clerk is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the County Clerk or at an alternate facility used for storage of county records. The Elections Department shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the County Clerk shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the County Clerk any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the County Clerk, and that the County Clerk shall serve as Recount Supervisor and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Department agrees to provide advisory services to the District as necessary to conduct a proper recount and cost of the recount depends on the size of the election and number of precincts to be recounted.

XIII. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the County Clerk may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.

2. The County clerk shall file copies of this document with the Brazoria County Treasurer and the Brazoria County Auditor in accordance with Section 31.099 of the Texas Election Code.

3. In the event that legal action is filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the County Clerk, and additional election personnel as necessary.

4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.

5. The parties agree that under the Constitution and laws of the State of Texas, neither Brazoria County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.

6. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.

7. In the event of one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

10. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XIV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be \$1,893.80. Political Subdivision agrees to pay to Brazoria County a deposit of \$946.90, which is approximately fifty (50) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to Brazoria County within 10 days after the final candidate filing deadline. The final candidate filing deadline is March 1, 2013. Therefore, deposit is due by March 11, 2013. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the May 11, 2013 election and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to Brazoria County the balance due within thirty (30) days after receipt of the final invoice from the County Clerk's Election Department. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, Brazoria County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

(1) It has on the _____ day of _____, 2013 been executed on behalf of Brazoria County by the County Judge or the County Clerk pursuant to the Texas Election Code so authorizing;

(2) It has on the _____ day of _____, 2013 been executed on behalf of the Political Subdivision by its Presiding Officer or authorized representative, pursuant to an action of the Political Subdivision so authorizing;

BRAZORIA COUNTY

By _____
Joyce Hudman, County Clerk

ATTEST:

POLITICAL SUBDIVISION

_____ By _____
Presiding Officer or Authorized Representative
CITY OF FREEPORT

EXHIBIT "A"

POLLING PLACE COMBINATIONS - MAY 11, 2013 JOINT ELECTION

Home Precinct #	Polling Place	No. of Registered	Precincts Voting at this Location
1	East Annex (Old Walmart Building), 1524 E. Mulberry, Angleton	9237	1, 42, 56
2	West Columbia Civic Center, 514 E. Brazos, West Columbia	4646	2, 10
4	Precinct 4 County Barn, 1001 Market St., Brazoria	5447	4, 32
5	Holiday Lakes City Hall, 195 N. Texas Ave., Holiday Lakes	1673	5
6	Liverpool City Hall, 8901 CR 171, Liverpool	2122	6, 57
8	Oyster Creek City Hall, 3210 FM 523, Oyster Creek	1280	8
9	Bonney Community Center, 19025 FM 521, Bonney	3145	9, 21
13	Turner College & Career High School, 4717 Bailey Rd., Pearland	10232	13, 36, 47
14	Sweeny Community Center, 205 W. Ashley Wilson Rd., Sweeny	4636	14
15	Danbury Community Center, 6115 5th St., Danbury	2112	15
18	Brazosport HS Cafeteria, 1800 W. Second, Freeport	5355	7, 17, 18, 37
19	Clute City Hall, 108 E. Main, Clute	4932	19, 48
20	Jones Creek Community House, 7207 Stephen F. Austin Rd., Jones Creek	1501	20
23	Lake Jackson Civic Center, 333 Hwy. 332 East, Lake Jackson	18189	22, 23, 30, 43, 45
24	First Baptist Church Richwood, 2400 Hwy. 288-B, Richwood	3879	24
25	Hillcrest Village Municipal Bldg., 200 W. Timberlane, Alvin	6893	25, 35, 65
26	Lawhon Elem. School, 5810 Brookside Rd., Pearland	5555	12, 26
29	Westside Event Center, 2150 Countryplace Pkwy., Pearland	7512	27, 29, 54, Harris 630
33	Mims Community Center, 4283 FM 521, Brazoria	1767	33
38	Surfside Beach City Hall, 1304 Monument Dr., Surfside Beach	772	38
39	Alvin Library, 105 S. Gordon, Alvin	9211	16, 34, 39
40	Courthouse North Annex, 7313 Corporate Dr., Manvel	8739	11, 40, 53, 63, 64
41	Ryan Center, 2925 South Bypass 35, Alvin	4949	3, 41, 66
44	Silverlake Recreation Center, 2715 Southwyck Pkwy., Pearland,	13058	44, 60, 62
46	Pearland Community Center, 3523 Liberty Dr., Pearland	6760	28, 46, Harris 537, 654
49	Columbia Lakes Conference Center, 188 Freeman Blvd, West Columbia	1182	49
52	Fellowship Bible Church, 1720 E Broadway, Pearland	10076	51, 52, 61
55	Courthouse West Annex, 451 N Velasco, Angleton	3863	31, 55
58	Cobblestone Park Apt Homes, 3800 CR 94, Manvel	1645	58 50, 59, Harris 131, Ft. Bend
59	Mary Marek Elementary School, 1947 Kirby, Pearland	9475	1134
		169843	

INVITATION TO BID

NOTICE IS HEREBY GIVEN that the City of Freeport, Texas, is interested in hiring a company to help design and/or install the first phase of a SECURITY SURVEILLANCE and COMMUNICATION NETWORK aka's thru the City of Freeport's Police Department for the Brazosport Marine Action Team (BMAT).

SEALED BIDS addressed to the Chief of Police by any person, firm or corporation desiring to build such a Port information Network (PIN) will be received at the office of the Chief of Police located at 430 North Brazosport Boulevard, Freeport, Brazoria County, Texas 77541, during normal business hours until 2:00 o'clock, p.m., on the 13th day of March, 2013, on which day, beginning at 2:00 o'clock, p.m., all such bids will be opened and publicly read aloud. Any bid received after 2:00p.m.on such date will be returned unopened.

COPIES OF THE SPECIFICATIONS for such PIN are available for public inspection at the office of the Chief of Police during normal business hours. A copy of such specifications may be obtained from such office upon payment of the customary copy charge.

A CASHIER'S OR CERTIFIED CHECK drawn on a bank payable to the order of said City, OR an ACCEPTABLE BID BOND with a corporate surety included on the latest list of surety companies holding certificates of authority from the State Board of Insurance, in the amount of not less than ten (10%) of the total bid or \$1,000.00, whichever is less, must accompany the bid as guarantee that if awarded the bid the bidder will enter into a contract with said City for the purchase, design and/or installation of such PIN within ten (10) days from the above date.

The contract will be awarded based on the BIDDER WHO PROVIDES:

- o Goods and services that are the best quality value for the municipality
- o Has the compatibility of integration with the Port of Freeport's existing surveillance system
- o A company'(s) demonstrated ability in deploying PSIM at least three times in a City and Port environment
- o Provide at a minimum 1/3rd of the scope of work to a business and/or local vendor to the Freeport area
- o Provide an on sight warranty of support
- o Has twenty-four (24) hour call out service during the warranty period and subsequent service/maintenance contracts
- o Statement of guaranteed one hour response time to have a technician on site when needed
- o The contract will not be awarded based on the lowest financial proposal.

The City RESERVES the right to REJECT ANY AND ALL BIDS, to WAIVE any INFORMALITIES in bidding and, in the case of any AMBIGUITY OR LACK Of CLEARNESS, the City reserve the right to construe the same in a manner most advantageous to the City, or to reject the bid.

By Order of the City Council this 19th day of February, 2013.

SECURITY SURVEILLANCE and
COMMUNICATION NETWORK
aka's PORT INFORMATION
NETWORK
SPECIFICATIONS

Area of Operations:

- COTP Zone - Houston Galveston COTP Zone (aligned with Group 2)
- Eligible Port Area –Port of Freeport, TX and area surrounding the Port. The Port and City of Freeport are located on an island with mainland access by bridges. Freeport is located about 50 miles from Houston and has one of the largest ports. It is hometown to the fourth largest oil reserve and has 29 chemical companies located in the city.

Project site(s) -

- City Hall
200 W. 2nd Street
Freeport, TX 77541
Phone: (979) 233-3526
FAX: (979) 233-8867
- Police Department
430 North Brazosport Blvd
Freeport, TX 77541
Phone: (979) 239-1211
- Fire Department
131 East Fourth Street
Freeport, TX
Phone: 979-239-2111
- "J" Street Intersection
- Three bridges connecting island to mainland
Pine St Bridge FM 1495 at W 2nd Street
Hwy 36 Bridge Hwy 36 at Brazos River & S Brazosport Blvd
Dow Bridge N Brazosport Blvd at Entrance Road

Important features:

- The investment for this project enables the Police Department to make available to the Port area enhanced surveillance capability, as well as the capability to serve as a Crisis Command Center.
- Freeport Police Department operational issues for port area
 - Controlling and/or reducing the city's drug traffic, much of which has entered the area via the port of Freeport, TX.
 - Traffic control into and out of the city. Of great importance is the bridge access to and from the island and high traffic intersections during crisis or security incidents that might call for island evacuation.
 - First responder in emergency situations dealing with crime related or crisis incidents on the island.

Abstract of the Investment:

- City Hall –
 - Establish a computer communication control center at City Hall on the 4th floor, protected from flooding, and with secured access control. Located within this control center will be a high speed, high bandwidth link with its infrastructure based on wireless network connectivity. The primary mission of the computer communication system is to enable a video management system to communicate with the numerous surveillance systems at the petro chemical companies and the Freeport Port Authority. The City Hall is the tallest building owned by the city of Freeport, and because of its height and location is the prime candidate for housing and centralizing the communication efforts for the island.
- Police Station –
 - Police Station Actual monitoring of the video surveillance system will be done at the Police Station. Video surveillance work stations will have connectivity to City Hall via high speed, high bandwidth wireless communication link. The primary purpose of the Police Station system is to provide island wide surveillance during an emergency event. This system will be capable of communicating with the multiple surveillance systems currently owned and operated by the island businesses. Centralizing the monitoring at the Police Station allows the Police Department to have access to and manage those surveillance systems remotely, without having to replace those current systems.
- Fire Station –
 - There will be a high speed, high bandwidth wireless link from the City Hall to the Fire Department, providing much needed redundancy for this first responder during critical events when the PSTS (Public Switch Telephone Service) may not be available, whatever the reason might be.
- J Street (leading to public housing area) –
 - This area represents the bulk of Police Department service calls, and also represents the most densely populated portion of the island. There are several public housing areas that converge onto this extremely busy intersection, and this intersection is the only street that can be used for entry and exit. Enhanced video surveillance is needed in this intersection to facilitate timely evacuation of the area should it become necessary.
- Three Bridge Connections to the Mainland –
 - These three bridges support the majority of the traffic coming in and out of the city. The city population swells from about 14,000 to more than 40,000 during the course of a business day. The Police Department has the responsibility of controlling the traffic on the three bridges. surveillance systems will be located on these bridges and will be included in the Police department monitoring. This capability is particularly important should a crisis event occur which would make evacuation of the island necessary.

INVITATION TO BID

NOTICE IS HEREBY GIVEN that the City of Freeport, Texas ("City"), is interested in entering into a contract for the mowing of tracts, parcels and lots on which weeds and grass, or either of them, over twelve ("12") inches in height have been allowed to grow in violation of the ordinances of the City.

SEALED BIDS OR PROPOSALS addressed to the City Manager by any person, firm or corporation desiring to enter into such contract will be received at the office of the City Manager located in the City Hall, 200 West 2nd Street, during normal business hours until 2:00 o'clock, p.m. on the 13th day of MARCH, 2013, on which day beginning at 2:00 p.m., all such bids or proposals will be opened and publicly read aloud. Any bids received after 2:00 p.m. on such date will be returned unopened.

BID SPECIFICATION can be obtained upon request by contacting the City of Freeport's Code Enforcement Division or the City of Freeport's City Secretary at 200 West 2nd Street, Freeport, Texas.

The City reserves the right to reject any and all bids, to waive any informalities in bidding and, in the case of any ambiguity or lack of clearness, the City reserves the right to construe the same in a manner most advantages to the City, or to reject the bid.

BY ORDER OF THE CITY COUNCIL, THIS _____ **DAY OF** _____, 2013.

Delia Munoz
City of Freeport, Texas

SPECIFICATIONS FOR CONTRACTUAL MOWING

GENERAL INFORMATION

1. **Factors Considered in Awarding Bid**, price will not be the only consideration in making the award. Contractors will be evaluated on the basis of price, experience in commercial mowing, city's past experience with service, vendors past performance, and city's evaluation of the vendor's ability.
2. **Contract Duration**
The contract will extend for a period of one year.
Contact Commencement
The Contractor will be given written notice when to begin mowing. The Contractor will be given the numbers of sites to be mowed and maintained, the number of working days allowed to complete the work and the date when the mowing will be started.
3. **Primary Responsibility**
The Contractor shall not sub-contract any portion of their contract.
4. **Insurance**
The successful bidder shall comply with all city insurance requirements.
5. **Contractor Administrator**
The City of Freeport has designated the Code Enforcement Division as contract administrators with designated responsibility to ensure compliance with contract requirements, such as, but not limited to, acceptance and inspection. The contract administrators will serve as liaison between the City of Freeport, City Manager and Contractor.
6. **Payment to the Contractor**
After the completion of service, the contractor shall render to the Code Enforcement Division an invoice for work done.
7. **Execution of Contract**
Within ten (10) days after the bid is awarded, the successful bidder must execute the attached contract, all the terms and conditions of which form a part of these specifications and are incorporated herein by reference. If the contract is not signed within such time, the City may, in its sole discretion, award the bid to another bidder or reject all bids and re-advertise for new bids.

MOWING AGREEMENT

This agreement, by and between the City of Freeport, Texas a municipal corporation lying and situated in Brazoria County, Texas hereinafter “the city”, and the other undersigned, hereinafter called the “the Mower” (whether one or more):

- 1. The mower hereby agrees to mow, in a good and work man like manner and according to the terms of this contact and the bid specifications, which are incorporated herein by reference, the lots, parcels or tracts of land to be described in a written notices given to the Mower from time to time by the Contract Administrator, and as such mowing scheduled in such notices.**
- 2. All materials, appliances, fixtures, equipment, supplies, machinery, tools, supervision of work, labor, insurance, services and any other commodity , item or expense necessary to complete the mowing of such lots, parcels or tracts shall be furnished at Mower’s expense and Mower shall for all purpose be regarded as an independent contractor.**
- 3. Mower agrees to indemnify the City, its officers, agents and employees, from any and all claims for personal injury or property damage made by or for any compensation for labor or materials furnished by any third party, including but not being limited to the of the Mower or the officer, partner, agent or employee of Mower, arising out of or resulting from the mowing of an lot, parcel, or tract of land in the City and from all interest, costs of court, attorney’s fees and other expense incurred by the City, or its officers, agents or employees in connection therewith.**
- 4. The Mower will immediately pay off and discharge the claims of any and all subcontractors, suppliers, material men, mechanics and laborers that have not been paid upon notice of the existence of any such claims given by the Contract Administrator; and obtain and file with the City Secretary a release thereof.**
- 5. Before signing this contract, the bidder must provide proof of insurance acceptable to the Contract Administrator, and such insurance shall include state required workers compensation and vehicular liability insurance on al vehicles to be used by the bidder as well as comprehensive general liability and property damage insurance of at least \$250,000.00 for each person, \$500.000.00 for each single occurrence for bodily injury or death and \$100,000.00 for each single occurrence for injury to or destruction of property.**

6. Whenever the context so requires, the masculine shall include the feminine and neuter genders and the singular shall include the plural, and conversely.

7. IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT THIS CONTRACT CONTAIN ALL AGREEMENTS, REPRESENTATIONS, CONVENANTS AND WARRANTIES EXPRESSED OR IMPLIED, RELATIVE TO THE OPERATION AND SALE OF THE ABOVE DESCRIBED PROPERTY, AND THE PRICE THEREFOR, AND NO PRIOR AGREEMENT, IF ANY, SHALL BE BINDING UPON THE PARTIES HERETO UNLESS CONTAINED HEREIN.

8. Payment of Mower's invoices shall be from current funds of the City only and shall occur when all of the conditions precedent to such payment have been met.

9. Contractor agrees to adjust mowers to cut at a height of no more than three (3") inches, except for tracts over two (2) acres the cut shall be no more than four and one-half (4-5") inches minimum. Trimming and weed eating shall be required in the maintenance of all specified areas and grass cut to a height equal to or less than the height of all mowed areas. Edging will be required in maintenance of areas adjoining curbs and sidewalks. All equipment shall be equipped with manufacturer safety features and maintained to provide optimum efficiency. All cuttings shall be removed from sidewalks, streets and curbs. Material shall not be blown or swept into streets or drainage inlets. Cuttings and mowing debris shall be properly collected and transported off site for proper disposal.

Date: _____

Bid award to : _____

Approved date by Council _____

BIDDING INFORMATION

Contractor shall submit bid on cost based requirements of the City of Freeport.
(see General Information and minimum specifications for contract mowing)

Contractor Name: _____

Contact Person: _____

Address: _____

City: _____

Telephone: _____

Cell No: _____

E-mail: _____

Contract bid amount per square foot _____

Per 1/10th of an acre (average lot size) _____

One acre or above _____

**Return this page in a sealed envelope marked:
“MOWING BIDS”.**

**To: City Secretary, 200 West 2nd Street, Freeport
Texas , 77541**

Contractor References

Customer Name: _____ Title: _____
Contact: _____ Phone#: _____
Address: _____ Length of Service: _____
Scope of Work: _____

Customer Name: _____ Title: _____
Contact: _____ Phone#: _____
Address: _____ Length of Service: _____
Scope of Work: _____

Customer Name: _____ Title: _____
Contact: _____ Phone#: _____
Address: _____ Length of Service: _____
Scope of Work: _____

Golf Cart Contract New Yamaha

Current Yamaha

- \$58 per cart
- 55 Golf Carts
- 4 Year Current Contract Ending
- \$38,280 Annually
- \$153,120 for the contract term

New Yamaha

- \$ 74 per cart
- 45 Electric Golf Carts
- \$60 per cart
- 10 Gas Golf Carts
- 3 Year Contract
- \$47,160 Annually
- \$141,480 for the contract term
- Battery Fill (prolongs battery life)
- 23, 000 amp hours warranty

New Yamaha

- \$74 per cart
- 45 Golf Carts
- 3 Year Contract
- \$39,960 Annually
- \$119,880 for the contract term
- Battery Fill (prolongs battery life)
- If extra 10 carts are gas, then the price is \$60 per cart
- \$6,000 Annually (Gas Carts)
- \$21,600 for the contract term (Gas Carts)
- 45 Electric Carts inside, 10 gas carts outside
- This price is in the budget

\$ 119,880 (Electric Carts)
+ \$ 21,600 (Gas Carts)

\$ 141,480 (For 3 Year Contract)

\$ 47,160 (Annually)

New Yamaha - Continued

- Yamaha will buy back golf carts at end of the 36 month conditional sale contract subject to carts being in reasonable operating order, repair, condition and appearance minus normal depreciation and wear and tear
- Exclusions:
 - Items for which the Course is not financially responsible would include:
 - Windshields
 - Sand bottles
 - Sand bottle holders
 - Scorecard holders
 - Information holders
 - Wheel covers and decals
 - Logos or stickers
- Items for which the course could be financially responsible for would include:
 - Body damage
 - Front end alignment
 - Upholstery
 - Non-functional batteries
 - Non-functional tires
- The buy back price after 36 months will be as follows:
 - 45 – YDRE's (electric Yamaha DRIVES) \$1,500 each \$67,500 total
 - 10 – YDRA's (gas Yamaha Drives) \$2,000 each \$20,000 total