

NOTICE OF PUBLIC MEETING
THE FREEPORT CITY COUNCIL
MONDAY, APRIL 1ST, 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 March 4, 2013 Council Minutes.
5. Attending citizens and their business.
6. **Proclamation** proclaiming the month of April as “Fair Housing Month”.
7. **Proclamation** on the Historical Schuster Home.
8. **Announcement:** April 15th, 2013, awarding the City of Freeport 4th Annual Youth Art Display & Competition at River Place.
9. Consideration of renewing the contracts for the collection of delinquent taxes and for the collection of mowing, demolition, & paving liens with Perdue, Brandon, Fielder, Collins, & Mott, L.L.P.
10. Consideration of setting a date for a Joint Public Hearing with the Planning Commission to consider rezoning Block 35, Velasco Townsite, Freeport Texas as requested by Mr. Darrel Barham from its current classification of R-2 District to a new classification of C-2 District.
11. Consideration of setting a date for a Joint Public Hearing with the Planning Commission to consider rezoning Block 56, Lots 13-24, Velasco Townsite, Freeport Texas, known locally as South Ave. L, from its current classification of R-2 District to a new classification of C-2 District.
12. Consideration of rejecting all previous bids and setting a new bid date for April 22, 2013, for the Security Surveillance Communication Network through the City of Freeport Police Department for the Brazosport Marine Action Team (BMAT).
13. Consideration of approving the bids and awarding the mowing service contract.

14. Consideration of selling the City's interest on Block 663, Lot 13 thru 18, Velasco Townsite, known as 909 North Ave. F, Tax Id. 8110-2618-000.
15. Consideration of selling the City's interest on Block 8, Lot 7, Velasco Townsite, known as 116 South Ave. B., known as 116 South Ave. B., Tax Id. 8110-0091-000.
16. Consideration of selling the City's interest on Block 40, Lot 2 7 3, Freeport Townsite, known as 123 West 6th Street, Tax Id. 4200-0434-000.
17. Consideration of selling the City's interest on Block 86, Lots 13 & 14, Freeport Townsite, known as 618-622 West 6th Street, Tax Id . 4200-0851-000.
18. Consideration of approving Ordinance No. 2013-2034 closing, abandoning and selling that portion of Caldwell Street right of way between South Front Street and the Brazos River Levee for the fair market value determined by an appraisal thereof.
19. Consideration of approving a request from the Hispanic Chamber of Commerce to have a Cinco De Mayo Parade and street closures intersecting with 2nd and ending at Baywoods parking lot from 11:00 a.m. to 12:00 p.m. on May 4th, 2013.
20. Consideration of approving a request from the Riverfest Committee to sell alcohol, have a public dance, have fireworks display, and the closure of streets for the Flapjack Run on Saturday for the Riverfest held at the Freeport Municipal Park on April 26th and 27th of Arpil, 2013.
21. Consideration of approving a request from the Freeport League to waive the carnival and vendor fees for the Riverfest on April 26th and 27th, 2013.
22. Consideration of approving a Letter of Intent and a Supplement Agreement from The Dow Chemical Company and the City of Freeport for the Casco Road Improvement project.

Executive Session:

Section 551.071, Government Code

Consultation with City Attorney concerning pending or contemplated litigation, settlement offers or other matters 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: Pending Litigation; Karen Jewel, Jim Barnett, Brooks Bass

- Freeport Economic Development Corporation V Hiram Clark TMLIRP # 1200185050
- City of Freeport V Briarwood Holdings LLC

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, March 28, 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, Texas

BE IT REMEMBERED, that the City Council of the City of Freeport met on Monday, March 4, 2013, at 6:02 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 Sandra Barbree

Staff: Gilbert Arispe, Asst. City Manager
Wallace Shaw, City Attorney
Delia Munoz, City Attorney
Nat Hickey, Property Manager
Brian Davis, Fire Chief
Larry Fansher, Parks Director
Dan Pennington, Interim Police Chief

Visitors: Glenda Fansher Jerry Meeks
Gary Bullard Melanie Oldham
Roy Yates Ty Morrow
Manning Rollerson Michael Shane Vandergriff
Shannon Daughtry George Beaman
Lila Lloyd Johnathan Sublet
Jim Pirrung Jim Barnett
L. Ardoin T. Prevost
M. Ardoin

Call to Order.

Mayor Norma M. Garcia called the meeting to order at 6:02 p.m.

Invocation.

Mr. Wallace Shaw offered the invocation.

Pledge of Allegiance.

Roy Yates led the Pledge of Allegiance.

Consideration of approving the February 19th, 2013 Council Minutes.

On a motion by Councilwoman Kent, seconded by Councilwoman Barbree, with all present voting "aye", Council unanimously approved the February 19th, 2013 Council Minutes.

Attending citizens and their business.

Lila Lloyd expressed sadness and disappointment when coming to Council Meetings. She said that projects start and never come to fruition. She witnesses a ripple effect happening at the East End of Freeport, unproductive growth. She has lost trust and integrity in the City leaders.

Manning Rollerson concurred with Lila Lloyd. He said that Ave. J needed to be repaired and the grass was in dire need of cutting.

Consideration of approving a request from the Fraternal Order of Eagles # 3111, 6818 East Highway 332, to conduct their Spring Turkey Shoot, every Sunday from Noon to 4:00 p.m. beginning March 10, 2013 thru May 19, 2013.

On a motion by Councilwoman Kent, seconded by Councilwoman Loeza, with all present voting "aye", Council unanimously approved a request from the Fraternal Order of Eagles # 3111, 6818 East Highway 332, to conduct their Spring Turkey Shoot, every Sunday from Noon to 4:00 p.m. beginning March 10, 2013 thru May 19, 2013.

Consideration of approving a request from CenterPoint Energy's for an overhead easement across a portion of the 9.98 acre tract in the J.G. & G.W. McNeel 1.2 League, Abstract 90, known as the Cayer Road right of way and authorizing the Mayor to sign the easement document.

On a motion by Councilwoman Barbree, seconded by Councilwoman Kent, with all present voting "aye", Council unanimously approved a request from CenterPoint Energy's for an overhead easement across a portion of the 9.98 acre tract in the J.G. & G.W. McNeel 1.2 League, Abstract 90, known as the Cayer Road right of way and authorizing the Mayor to sign the easement document.

Work Session:

Discussion regarding implementing a Community Garden Program.

Gilbert Arispe discussed a draft used by other cities, implementing a Community Garden Program in the City of Freeport. It provides opportunities for local citizens to grow vegetables, fruits, and flowers in the City. The participants of the program are entitled to an assigned plot and have access to water. A Community Garden Site Leader will be selected and will have rules and regulations.

Johnathan Sublet a resident in Freeport lives at the Remington Apartments said he was in favor of the Community Garden Program. He said working together side by side is a good sign of binding. A good start for citizens to be involved and friends to connect.

Discussion regarding Waste Management's new guidelines and complaints.

Gilbert Arispe discussed the new guidelines and complaints to Gary Bullard of Waste Management. Mr. Arispe said some of the complaints were that trash was not being picked up in the front. The City send out notifications that Waste Management would no longer pick up in the alley due to the tearing up of the alleys, meters and electrical lines. The City was getting complaints that they had moved their heavy trash to the front of their property and still was not getting serviced. Gary Bullard said he was willing to work out a plan with City leaders to discuss the issues and felt sure that it would be corrected. Councilwoman Kent suggested a public hearing to educate the residents.

Discussion regarding the Gulf Boulevard Motel property.

Gilbert Arispe stated that the City had purchased the Gulf Boulevard Motel for \$23,980 anybody interested in Commercial Property to make contact with the City Manager.

Mayor Norma Garcia closed the Formal Session and opened the Executive Session at 6:35 p.m.

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:

- Interim Chief of Police – Dan Pennington
(no action)

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:

- Pending Litigation – Freeport Marina Lawsuits;
Karen Jewel, Roy Yates, Brooks Bass, James Barnett
(no action)

Mayor Norma M. Garcia closed the Executive Session and reconvened the Formal Session at 7:26 p.m.

Adjourn

On a motion by Councilwoman Kent, seconded by Councilwoman Barbree, with all present voting "aye", Council adjourned at 7:27 p.m.

Mayor Norma M. Garcia
City of Freeport, Texas

City Secretary – Delia Munoz
City of Freeport, Texas

PROCLAMATION

WHEREAS, the Department of Housing and Urban Development has initiated the sponsorship of activities during the month of April of each year designed to reinforce the Department's commitment to the concept of Fair Housing and Equal Opportunity; and

WHEREAS, the City of Freeport affirmatively supports federal objectives related to Fair Housing and Equal Opportunity.

NOW, THEREFORE, I, Norma Moreno Garcia, Mayor of the City of Freeport, Texas, do hereby proclaim the month of April, 2013 as:

"FAIR HOUSING MONTH"

and urge all local officials and public and private organizations to join activities designed to further Fair Housing objectives.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Freeport to be affixed this the 1st day of APRIL, 2013.

Mayor

THE CITY OF FREEPORT TEXAS

PROCLAMATION

WHEREAS, The Shuster Home, a well known historic home built in 1917 by George Schuster and his sons, all excellent carpenters. The historic home had five bedrooms because George and his wife Maria had eleven children.

WHEREAS, Two enclosed chimneys provided for wood burning stoves. The downstairs encompasses the living room, dining room, two bedrooms joined with a hall, kitchen, pantry, and back porch. The historic home included ten foot ceilings and numerous windows to keep the home cool. When City services became available, a small bathroom was constructed under the stairway.

WHEREAS, The second floor with vaulted ceilings, includes a sitting parlor which connects three bedrooms and is accessible by stairs.

WHEREAS, The last member of the Shuster Family lived in this historic until September 1981 and the home was always a special place for family gatherings and holidays.

WHEREAS, In 1993, the family formed the Schuster Home Foundation, and placed the home and all its furnishings in a Trust to the Brazos Historical Society, Inc. This 501(c) (3) organization is restoring the home to the Schuster Home Museum.

WHEREAS, JoAnn Stratton Horack, granddaughter of Valentine Shuster and daughter of Celestine Shuster Stratton, is President of The Schuster Home Foundation.

NOW, THEREFORE, I, Norma Moreno Garcia, by virtue of the authority vested in me as Mayor of the City of Freeport, Texas and in behalf of all in City government and all of our citizens, who desire to preserve and protect local resources which are part of our grand history, to exhibit for the use, enjoyment, education, and economic benefit of our present and future generations, do hereby proclaim;

" THE HISTORIC SCHUSTER HOME"

1130 West Second Street

Built in 1917

A Restoration Project of the Brazos Historical Society

**Norma Moreno Garcia
Mayor, City of Freeport**

PerdueBrandonFielderCollins&Mott LLP
ATTORNEYS AT LAW



1235 North Loop West, Suite 600
Houston, Texas 77008
Telephone 713-862-1860
Fax 713-862-1429
www.pbfc.com

Michael J. Darlow
ATTORNEY AT LAW

March 21, 2013

Delia Munoz
City of Freeport
200 West 2nd Street
Freeport, Texas 77541

RE: Delinquent Tax Collection Report

Dear Delia:

Enclosed for the council's consideration are eight (8) sets of our renewal contracts for the collection of delinquent taxes for the City of Freeport and for the collection of mowing liens. I will be at the April 1, 2013 meeting to discuss this with the council.

If you have any questions or need additional information, please let me know.

Very Truly Yours,

Michael J. Darlow

MJD/ras

Enclosure (s)

**CONTRACT FOR THE COLLECTION OF
DELINQUENT TAXES**

THE STATE OF TEXAS

§
§
§

COUNTY OF BRAZORIA

THIS CONTRACT is made and entered into by and between **THE CITY OF FREEPORT**, a political subdivision of the State of Texas, acting by and through its City Council, hereinafter called Taxing Authority, and **PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P.**, Attorneys at Law, Houston, Texas, or their duly authorized representatives, hereinafter called the Firm.

I.

Taxing Authority agrees to employ and does hereby employ the Firm to enforce by suit or otherwise, the collection of all delinquent taxes, penalty and interest, owing to the Taxing Authority which the Taxing Authority's Tax Collector refers to the Firm, provided current years taxes becoming delinquent within the period of this contract shall become subject to its terms upon the following conditions:

- A. Taxes that become delinquent during the term of this contract that are not delinquent for any prior year become subject to the terms of this contract on the 1st day of July, of the year in which they become delinquent; and
- B. Taxes that become delinquent during the term of this contract on property that is delinquent for prior years shall become subject to its term on the first day of delinquency when such property is under litigation or comes under litigation or is referred to the firm for collection by the Taxing Authority's Tax Collector.

- C. Taxing Authority reserves the right to make the final decision as to whether or not to enforce by suit any delinquent tax account turned over to the Firm for collection.
- D. All delinquent personal property taxes shall become subject to this contract and are to be turned over to the FIRM for collection 60 days after the delinquency date for said taxes. A 20% penalty shall be assessed to defray the cost of collecting those taxes as provided by §33.11, Texas Property Tax Code. All collection penalties or attorney fees collected on those taxes are the property of the firm and shall be paid in the same manner as all other collection penalties or attorney fees under this contract.

II.

The Firm is to call to the attention of the collector or other officials any errors, double assessments or other discrepancies coming under their observation during the progress of the work and is to intervene on behalf of the Taxing Authority in all suits for taxes hereafter filed by any taxing unit on property located within its taxing jurisdiction.

III.

The Firm agrees to make progress reports to the Taxing Authority on request and to advise the Taxing Authority of all cases where investigation reveals taxpayers to be financially unable to pay their delinquent taxes.

IV.

Taxing Authority agrees to furnish to the Firm all data and information as to the name, and address of the taxpayer, the legal description of the property, years and amount of taxes due.

Taxing Authority further agrees to update said information by furnishing a list of paid accounts and adjustments to the tax roll as necessary. Section 33.48(a) (4) of the Texas Property Tax Code provides: "In addition to other costs authorized by law, a taxing unit is entitled to recover...reasonable expenses that are incurred by the taxing unit in determining the name, identity and location of necessary parties and in procuring necessary legal descriptions of the property on which a delinquent tax is due:..." The Firm agrees to advance on behalf of Taxing Authority such costs and expenses. In consideration of the advancement of such costs and expenses by the Firm, Taxing Authority assigns its right to recover the same to the extent approved by the Court and/or customarily and usually approved by the Court. The Firm expressly waives any claim against Taxing Authority for uncollected costs or expenses.

V.

Taxing Authority agrees to pay the Firm as compensation for services rendered hereunder, the percentage as set forth below, of the total amount of all delinquent taxes, penalty and interest which are subject to this contract and which are actually collected and paid to the Taxing Authority's Collector of Taxes, when an equal amount of Section 33.07 or 33.08 penalties is recovered from the taxpayer. Other taxes, including current taxes, which are turned over to the Firm by the Taxing Authority's Tax Assessor-Collector because of the necessity of filing claims in Bankruptcy, with other Federal authorities, or for other reasons, shall become subject to the terms of this contract at the time they are turned over to the Firm and the Firm shall be entitled to the appropriate percentage, as set forth below, of any amounts of delinquent taxes, penalties, and interest actually received by the Taxing Authority, and also the appropriate percentage, as set forth below, of current taxes actually received by the Taxing Authority when such percentage is actually recovered from the taxpayer, if collected prior to July 1st of any tax year.

Compensation Amounts

15% of tax year 2001 and prior year collections;
20% of tax year 2002 and subsequent year collections.

VI.

This Contract shall commence on **April 29, 2013** and continue in force and effect until **April 28, 2015**, and shall thereafter continue on a month to month basis, except that either party to this agreement may terminate this agreement by giving the other party thirty (30) days written notice of their desire and intention to terminate this agreement; and further provided that the Firm shall have an additional six (6) months to reduce to payment or judgment all tax litigation and bankruptcy claims filed prior to the date this agreement becomes terminated.

VII.

Every provision of this Agreement is intended to be severable. If any term or provision hereof is hereafter deemed by a Court to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Agreement, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

In consideration of the terms and compensation here stated, the Firm hereby accepts said employment and undertakes the performance of this Contract as above written.

This Contract is executed on behalf of the Taxing Authority by the presiding officer of the governing body who is authorized to execute this instrument by Order heretofore passed and duly recorded in its minutes.

WITNESS the signatures of all parties hereto in duplicate originals this the _____ day of

_____, 2013, Brazoria County, Texas.

PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P.

Attorneys At Law

1235 North Loop West, Suite 600

Houston, Texas 77008

(713) 862-1860 or 1 (800) 833-5886

(713) 862-1429 Fax

By: _____

CITY OF FREEPORT

By: _____

Attest: _____

STATE OF TEXAS
COUNTY OF BRAZORIA

**CONTRACT FOR THE
COLLECTION OF
MOWING, DEMOLITION &
PAVING LIENS AND/OR
ASSESSMENTS**

This contract is entered into between the City of FREEPORT (hereinafter "City"), a political subdivision of the State of Texas, acting by and through its governing body, and the firm of Perdue, Brandon, Fielder, Collins and Mott, L.L.P., (hereinafter "Firm" or "The Firm"), acting by their duly authorized representative. The City desires to have its delinquent mowing, demolition, paving liens and/or assessments collected by a private law firm, and the Firm desires to collect such mowing, demolition, paving liens and/or assessments on behalf of City. Accordingly, the parties entered into the following contract and are subject to the following conditions.

1. SERVICE PROVIDED BY FIRM:

Firm agrees to provide the following services to City:

- a. To use such reasonable and necessary legal steps to effect collections of mowing, demolition and paving liens and/or assessments due to City.
- b. To conduct such necessary address and title research to locate the proper owners and verify ownership of properties subject to mowing, demolition, paving liens and/or assessments, and to report any newly discovered information to City.
- c. To handle all necessary litigation, whether at the trial level or the appellate level.
- d. To take any and all such appropriate actions to protect mowing, demolition, paving liens and/or assessments claims due City in the United States Bankruptcy Courts; to pursue collections of such claims in the bankruptcy court; and to review bankruptcy court records to determine the effect of bankruptcy proceedings on the viability of any City mowing, demolition, paving liens and/or assessments against persons whose estates have been in bankruptcy.
- e. To initiate sheriff's sale or writs of execution, when approved by City, through the sheriff and the county where the property subject to execution is physically located.
- f. To provide legal opinions to City concerning uncollectible accounts, and to provide sufficient documentation to City's Finance Department and/or independent auditors in order to support deletion of appropriate accounts.

- g. To provide City with such collection and litigation reports as may be desired by City. The Firm also agrees to provide City with copy of litigation and pleadings filed to the extent desired by City. Except as provided herein and the section under remuneration, Firm agrees to provide all such services to City at no charge (recognizing that the costs of collection are to be paid by the property owner/obligor, and that City agrees to pay court costs). Parties agree that the following regular reports will be made:
- (1) Every six (6) months the Firm shall present a report shall be submitted to the City Manager and/or City Council containing the following information:
- (a) The names of all accounts referred for collection during the last six (6) months;
 - (b) The amount of money collected.
 - (c) A listing of all accounts deemed to be uncollectible, the reason the Firm believes the account to be uncollectible, and a recommendation of whether the account should be written off or held open;
 - (d) The report shall contain any recommendations submitted by the Firm for settlement of any account in an amount less than payment in full;
 - (e) The report shall list any accounts in which a recommendation is made to delay collection efforts indefinitely or for more than six (6) months; and
 - (f) The report should list any properties on which the Firm believes execution of judgment should be requested in order to collect the assessment.
 - (g) To recover court costs and any other fees prepaid by City in suits previously filed by City.
 - (h) To provide to City any such other and further services that might be required to carry out the terms and conditions of this contract, and generally perform the legal services related to collection of delinquent mowing, demolition, paving liens and/or assessments due City of FREEPORT.
 - (i) Whenever the Firm enters into an agreement with a debtor for installment payments, the City shall collect all installments. The City shall account to the Firm each month for money received under installment agreements and shall pay the Firm the Firms' share.
 - (j) The Firm agrees to follow the City's instruction with regard to installment payment plans in hardship cases and homestead cases. No settlement agreement of any claim, suit, or proceeding shall be entered into without the approval of the Director of

Finance or the City Manager. The City authorizes and directs the Firm to take all actions the Firm deems advisable to perform the services required under this Contract. This includes all necessary court appearances, research, investigation, correspondence, preparation and drafting of pleadings and other legal documents, trial preparation and related work necessary to properly represent the City's interest in these matters.

- (k) The Firm agrees to obtain permission from the City Council or its designated official before executing any judgment through foreclosure and the sale of any property.
- (l) The Firm shall perform its services under this contract as an independent contractor and maintain a file for each referred claim which shall be available to the City at all times for inspection. Such file shall contain all data pertinent to the claim to support its disposition. All documents, papers, or records pertaining to a file shall be retained after conclusion of all legal proceeding for disposition as determined by the Director of Finance or the City Manager.

2. CITY AGREES TO PERFORM THE FOLLOWING AS A PARTY TO THIS CONTRACT:

- a. To make all accounts that the Finance Director and/or City Manager designates as ready for collection available to Firm in order to carry out the terms of the conditions of this contract. This includes the initial referral of accounts, and any subsequent referral of accounts.
- b. To provide a history of payments (whether ongoing through partial payment plans, or lump sum to City) in order to allow Firm to update balances owing to City.
- c. To designate a party to sign appropriate affidavits or claims in order to support claims filed in Court. The Director of Finance is designated as the person authorized to sign all mowing certificates, releases or affidavits concerning any matter affecting the mowing, demolition, paving liens and/or assessments within his knowledge.
- d. To advise Firm of any prepaid court costs and/or expenses so that Firm may seek recovery of said prepayments.
- e. To advance necessary court cost, filing fees, and any publication fees (for notices of sale, etc.) relating to litigation.

3. REMUNERATION

- a. Existing Judgments. The collection of accounts where a judgment has already been entered would be compensated to the Firm at the rate of twenty percent (20%) of any moneys received. Provided that the City would be reimbursed for any prepaid litigation expenses (court costs, publication expenses etc.). The Firm recognizes that the City Attorney may have been awarded attorney fees as a part of the judgments obtained and the Firm is willing to accept an assignment of these attorney fees rather than receive a commission of collections. The Firm further agrees to treat such attorney fees awarded through the judgment as full satisfaction of any amounts owing and no additional fee income would be due once the Court ordered attorney fees has been paid.
- b. Pre Judgment Accounts. For collection of accounts where a judgment has not been entered, the fee is a twenty percent (20%) commission of any balance owing.

4. TERM OF CONTRACT

This contract shall be effective beginning the 1st day of June 2013, and shall continue for a two (2) year term ending on the 1st day of June 2015 and continue on a month to month basis thereafter until terminated. Either party may terminate this contract upon sixty (60) days written notice to the other party or at the address provided below.

City and Firm acknowledge and agree that Firm shall have six (6) months to receive compensation on collections resulting from litigation or bankruptcy proceedings initiated prior to written notice of intent to terminate this contract; such six (6) month extension begins at the effective date of the termination of the contract.

5. RECITALS

This contract is performable in Brazoria County, State of Texas, and in signing this contract, each of the signatories listed below warrant that they are authorized to sign this contract on behalf of the respected party to said contract.

Every provision of this Agreement is intended to be severable. If any term or provision hereof is hereafter deemed by a Court to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Agreement, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

This contract may be executed in duplicate originals, each of which shall be deemed valid.

SIGNED the _____ day of _____, 2013, pursuant to City

Council approval on _____, 2013.

ATTEST

CITY OF FREEPORT
200 W. 2nd Street
Freeport, Texas 77541

CITY CLERK

City Manager

APPROVED:

CITY ATTORNEY

PERDUE, BRANDON, FIELDER,
COLLINS & MOTT, L.L.P.

Michael J. Darlow
SBN: 05387300
1235 North Loop West, Suit 600
Houston, Texas 77008
(713) 862-1860
(713) 862-1429 Fax

COUNTY OF BRAZORIA)(

CITY OF FREEPORT)(

BE IT REMEMBERED that the Planning and Traffic Commission of the City of Freeport, Texas met in a regular meeting on, **Tuesday, February 26, 2013 at 6:00 P.M.** at the Police Department Conference Room, 430 North Brazosport Boulevard, Freeport, Texas to discuss the following:

Planning Commission:

**Edward Garcia – Chairperson
Reuben Cuellar
Tobey Davenport
Jesse Aguilar, Jr.
Eddie Virgil**

Staff: Melissa Farmer
Kola Olayiwola
Wallace Shaw

Guest: No Guests

Open Meeting.

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

Invocation.

Mr. Wallace Shaw opened the meeting with a prayer.

Approval of the Minutes for November 27, 2012 and the Minutes for the Joint Public/Work Session Meeting on December 3, 2012.

Mr. Reuben Cuellar moved to accept the Minutes for November 27, 2012, and the Minutes for December 3, 2012, seconded by Mr. Jesse Aguilar, Jr., unanimous vote for approval.

Discuss/consider making a recommendation to the City Council to call a Joint Public Hearing to re-zone Block Thirty-Five (35), Velasco Townsite, Freeport, Texas, as requested by Mr. Darrel Barham, from its current classification of R-2 District to a new classification of C-2 District.

The Board Members discussed the request for the re-zoning Block Thirty-Five (35), from its current classification of R-2 District to a new classification of C-2.

Mr. Tobey Davenport made a motion to send a recommendation to the City Council to schedule a Joint Public Hearing, seconded by Mr. Jesse Aguilar, Jr., unanimous vote for approval.

Adjourn.

Mr. Tobey Davenport made a motion to adjourn the meeting, seconded by Mr. Jesse Aguilar, Jr., unanimous vote for approval.

These minutes read and approved this _____ day of _____, 2013.

Edward Garcia, Chairman

7001
7001
979-233-3526

RECH: 00621146 2/09/2013 8:08 AM
OPER: 005 TERM: 011
REF#:

ACCT #: XXXX-XXXX-XXXX-1136
AUTH #: 002175
TRAN #: 00000000701

TRAN: 106.0000 PERMITS
REZONE APP
PERMIT - MISCELLANE 150.00CR

TRAN: 107.0000 MISC REVENUE
MISC INCOME 7.50CR

TENDERED: 157.50 CREDIT CARD
APPLIED: 157.50-

CHANGE: 0.00

City of Freeport
Public Works Division
Phone: 979-233-3526

For Office Use Only

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

**Application for
Rezoning**

_____ Map Change
_____ Text Change

1. Address or general location of site: 604 S. Gulf Blvd

2. Subdivision: Velasco (Freeport) Block 35 Lots 2, 3+4 Acres _____

3. Current Zoning Classification: Residential

4. Proposed Zoning Classification: Commercial

5. Reason for Requesting a Rezoning (attach additional sheet if necessary):

to establish a Cab Service

I hereby certify that I am the owner, or duly authorized agent of the owner, for the purposes of this application. The application fee of \$150.00, to cover the cost of this rezoning application, has been paid to the City of Freeport on February 8, 2013. I also certify that I have been informed and understand the regulations regarding rezoning as specified in the Zoning Ordinance of the City of Freeport. I understand it is necessary for me, or my authorized agent, to be present at both the Planning and Zoning Commission and the City Council public hearings.

Owner's signature: Darrel Barham

Owners name: DARREL BARHAM

Address: 604 S Gulf Blvd

City, State, Zip: Freeport FL 32754 Phone: 979 (202-7584)

In lieu of representing this request myself as owner of the subject property, I hereby authorize the person designated below, to act in the capacity as my agent for the application, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person with the city (and vice versa) in processing and responding to requirements, information or issues relative to this request.

CURRENT ZONE



NEW ZONE





FORMER COUNTY ROAD 24

124.99

S 87° 22' 00" E

LOT 6

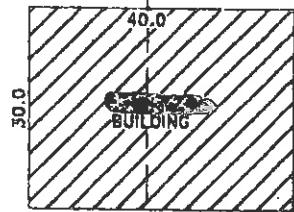
LOT 5

LOT 2

LOT 4

LOT 3

LOT 1



SET 1/2"

61.79

N 33° 04' 00" E

61.79

N 33° 04' 00" E

61.79

N 33° 04' 00" E

61.79

N 33° 04' 00" E

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N 33° 04' 00" E

61.79

N 33° 04' 00" E

61.79

N 33° 04' 00" E

61.79

N 56° 59' 03" W, 124.89 (CALLED N 56° 56' 00" W 125.00)

5.6

5.6

5.6

5.6

5.6

5.6

5.6

5.6

5.6

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5.6

S 33° 04' 00" W, 125.00 (CALLED S 33° 04' 00" W, 125.00)

LOT 7

26.0

26.0

26.0

26.0

26.0

26.0

26.0

26.0

26.0

26.0

26.0

26.0

26.0

26.0

26.0

26.0

N 33° 04' 00" E 490.00

70.00

S 56° 56' 00" E

FND. 1/2"

125.00

N 33° 04' 00" E

125.00

N 33° 04' 00" E

125.00

N 33° 04' 00" E

125.00

N 33° 04' 00" E

125.00

N 33° 04' 00" E

125.00

N 33° 04' 00" E

125.00

(BASELINE)

FND. 1/2" IR.

GULF BOULEVARD

A) S 56° 59' 05" E, 17.01 (CALLED S 56° 56' 00" E)

B) S 56° 41' 55" E, 27.11 (CALLED S 56° 56' 00" E, 27.00)

Blue 999

DARREL BOYD

Blue 999

Zone 12-2



COMMUNITY NO: 485467 PANEL NO: 0780 SUFFIX: 1 ZONE: X BASE: N/A MAP REVISED: 11-17-93

I have conducted the HUD-FHA Flood Hazard Boundary Map in the above described property and it is NOT in a designated flood hazard area. The plat herein is a true, correct and accurate representation of the property as determined by survey. The area and dimensions of said property being as indicated by the plat, the use, location and type of buildings and improvements are as shown, all improvements being within the boundaries of the property, all lines and distances from property lines are as indicated. There are no encroachments, easements, or preferences, except as shown.

Max L. Hagan

Scale 1" = 20' Date 06-18-99

GF No. Request: Ed Garcia

Field Work: GKL Drawn by: [Signature]

Max L. Hagan, Civil Engineer, RPLS

REGISTERED PROFESSIONAL ENGINEER NO. 9811 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 917

Brazoria CAD

Property Search Results > 259887 BARHAM DARREL for Year 2013

Property

Account

Property ID: 259887 Legal Description: VELASCO (FREEPORT), BLOCK 35, LOT 2-3-4
 Geographic ID: 8110-0378-000 Agent Code:
 Type: Real
 Property Use Code:
 Property Use Description:

Location

Address: 606 S GULF BLVD Mapsco:
 FREEPORT,
 Neighborhood: VELASCO Map ID:
 Neighborhood CD: S8110

Owner

Name: BARHAM DARREL Owner ID: 1082218
 Mailing Address: 606 S GULF BLVD % Ownership: 100.0000000000%
 FREEPORT, TX 77541

Exemptions:

Values

(+) Improvement Homesite Value:	+	N/A	
(+) Improvement Non-Homesite Value:	+	N/A	
(+) Land Homesite Value:	+	N/A	
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	N/A	N/A
(+) Timber Market Valuation:	+	N/A	N/A
<hr/>			
(=) Market Value:	=	N/A	
(-) Ag or Timber Use Value Reduction:	=	N/A	
<hr/>			
(=) Appraised Value:	=	N/A	
(-) HS Cap:	=	N/A	
<hr/>			
(=) Assessed Value:	=	N/A	

Taxing Jurisdiction

Owner: BARHAM DARREL
 % Ownership: 100.0000000000%
 Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	BRAZORIA COUNTY APPRAISAL DISTRICT	N/A	N/A	N/A	N/A
CFP	CITY OF FREEPORT	N/A	N/A	N/A	N/A
DR2	VELASCO DRAINAGE DISTRICT	N/A	N/A	N/A	N/A
GBC	BRAZORIA COUNTY	N/A	N/A	N/A	N/A
JBR	BRAZOSPORT COLLEGE	N/A	N/A	N/A	N/A
NAV	PORT FREEPORT	N/A	N/A	N/A	N/A
RDB	ROAD & BRIDGE FUND	N/A	N/A	N/A	N/A
SBR	BRAZOSPORT INDEPENDENT SCHOOL DISTRICT	N/A	N/A	N/A	N/A
Total Tax Rate:		N/A			

USA
TX

Texas

COMMERCIAL
DRIVER LICENSE

11603545 9 Class A
 12/04/2012 16 Exp 07/02/2015
 DOB 07/02/1940
 BRANKAM
 D SIRREL E
 808 S GULF BLVD
 FREEPORT TX 77541-0000
 12 Restrictions A 9a End NONE
 16 Hgt 5-11 18 Sex M 19 Eyes BLU
 6 DD 28210221122024317151



Wanda Bailey

COUNTY OF BRAZORIA)(

CITY OF FREEPORT)(

BE IT REMEMBERED that the Planning and Traffic Commission of the City of Freeport, Texas met in a regular meeting on, **Tuesday, March 26, 2013 at 6:00 P.M.** at the Police Department Conference Room, 430 North Brazosport Boulevard, Freeport, Texas to discuss the following:

Planning Commission:

**Edward Garcia – Chairperson
Reuben Cuellar
Tobey Davenport
Jesse Aguilar, Jr.
Eddie Virgil**

Staff: Melissa Farmer
Kola Olayiwola
Wallace Shaw

Guest: No Guests

Open Meeting.

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

Invocation.

Mr. Wallace Shaw opened the meeting with a prayer.

Approval of the Minutes for February 26, 2013.

Ms. Eddie Virgil move to accept the Minutes for February 26, 2013, seconded by Mr. Reuben Cuellar, unanimous vote for approval.

Discuss/consider making recommendation to the City Council to call a Joint Public Hearing to re-zone Block Fifty-Six (56), Lots Thirteen (13) through Twenty-Four (24), Velasco Townsite, Freeport, Texas, known locally as South Avenue L, from its current classification of R-2 District to a new classification of C-2 District.

Mr. Tobey Davenport made a motion to send a recommendation to the City Council to schedule a Joint Public Hearing, seconded by Mr. Jesse Aguilar, Jr., unanimous vote for approval.

Adjourn.

Mr. Edward Garcia adjourned the meeting at 6:30 P.M.

These minutes read and approved this _____ day of _____, 2013.

Edward Garcia, Acting Chairperson

City

City of Freeport
Public Works Division
Phone: 979-233-3526

For Office Use Only

Case Number: _____

Date Filed: _____

P & Z Date: _____

Council Date: _____

Request for: _____

____ Map Change

____ Text Change

**Application for
Rezoning**

1. Address or general location of site: South Avenue L

Subdivision	Block	Lots	Acres
<u>velasco</u>	<u>56</u>	<u>13-24</u>	

3. Current Zoning Classification: R-2

4. Proposed Zoning Classification: C-2

5. Reason for Requesting a Rezoning (attach additional sheet if necessary):

I hereby certify that I am the owner, or duly authorized agent of the owner, for the purposes of this application. The application fee of \$150.00, to cover the cost of this rezoning application, has been paid to the City of Freeport on No Charge 2013. I also certify that I have been informed and understand the regulations regarding rezoning as specified in the Zoning Ordinance of the City of Freeport. I understand it is necessary for me, or my authorized agent, to be present at both the Planning and Zoning Commission and the City Council public hearings.

Owner's signature: City of Freeport

Owners name: City of Freeport

Address: 200 West 2nd Street

City, State, Zip: Freeport, TX 77541 Phone: 979-233-3526

In lieu of representing this request myself as owner of the subject property, I hereby authorize the person designated below, to act in the capacity as my agent for the application, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person with the city (and vice versa) in processing and responding to requirements, information or issues relative to this request.

Signature of Owner

Name printed or typed

Brazoria CAD

Property Search Results > 260004 CITY OF FREEPORT for Year 2013

Property

Account

Property ID: 260004 Legal Description: VELASCO (FREEPORT), BLOCK 56, LOT 14-20-21
 Geographic ID: 8110-0522-000 Agent Code:
 Type: Real
 Property Use Code:
 Property Use Description:

Location

Address: S AVE L FREEPORT, Mapsco:
 Neighborhood: VELASCO Map ID:
 Neighborhood CD: S8110

Owner

Name: CITY OF FREEPORT Owner ID: 21410
 Mailing Address: 200 W 2ND ST % Ownership: 100.0000000000%
 FREEPORT, TX 77541-5773
 Exemptions: EX

Values

(+) Improvement Homesite Value:	+	N/A	
(+) Improvement Non-Homesite Value:	+	N/A	
(+) Land Homesite Value:	+	N/A	
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	N/A	N/A
(+) Timber Market Valuation:	+	N/A	N/A
<hr/>			
(=) Market Value:	=	N/A	
(-) Ag or Timber Use Value Reduction:	-	N/A	
<hr/>			
(=) Appraised Value:	=	N/A	
(-) HS Cap:	-	N/A	
<hr/>			
(=) Assessed Value:	=	N/A	

Taxing Jurisdiction

Owner: CITY OF FREEPORT
 % Ownership: 100.0000000000%
 Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	BRAZORIA COUNTY APPRAISAL DISTRICT	N/A	N/A	N/A	N/A
CFP	CITY OF FREEPORT	N/A	N/A	N/A	N/A
DR2	VELASCO DRAINAGE DISTRICT	N/A	N/A	N/A	N/A
GBC	BRAZORIA COUNTY	N/A	N/A	N/A	N/A
JBR	BRAZOSPORT COLLEGE	N/A	N/A	N/A	N/A
NAV	PORT FREEPORT	N/A	N/A	N/A	N/A

RDB	ROAD & BRIDGE FUND	N/A	N/A	N/A	N/A
SBR	BRAZOSPORT INDEPENDENT SCHOOL DISTRICT	N/A	N/A	N/A	N/A
Total Tax Rate:		N/A			
				Taxes w/Current Exemptions:	N/A
				Taxes w/o Exemptions:	N/A

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	S1	PRIMARY SITE	0.2152	9375.00	0.00	0.00	N/A	N/A

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2013		N/A	N/A	N/A	N/A	N/A
2012		\$0	\$4,220	0	4,220	\$0 \$4,220
2011		\$0	\$4,220	0	4,220	\$0 \$4,220
2010		\$0	\$4,220	0	4,220	\$0 \$4,220
2009		\$0	\$4,220	0	4,220	\$0 \$4,220
2008		\$0	\$300	0	300	\$0 \$300
2007		\$0	\$300	0	300	\$0 \$300
2006		\$0	\$300	0	300	\$0 \$300
2005		\$0	\$300	0	300	\$0 \$300
2004		\$0	\$300	0	300	\$0 \$300
2003		\$0	\$300	0	300	\$0 \$300
2002		\$0	\$300	0	300	\$0 \$300
2001		\$0	\$300	0	300	\$0 \$300

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
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Questions Please Call (979) 849-7792

This year is not certified and ALL values will be represented with "N/A".

Website version: 1.2.2.2

Database last updated on: 3/4/2013 9:19 PM

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This site only supports Internet Explorer 6+, Netscape 7+ and Firefox 1.5+.

Freeport Police Department



MEMORANDUM

DATE: 3/20/2013

TO: Jeff Pynes, City Manager

FROM: Dan Pennington, Interim Chief of Police

SUBJECT: 2008 Port Security Grant Program (PSGP)

Based on the fact that Port Freeport is in the process of significantly changing its security technology, and because our 2008 PSGP project is supposed to eventually be compatible with Port Freeport's system, I recommend that we reject all previously submitted 2008 PSGP bids. These proposed bids were in response to a Request for Proposal (RFP) that included specifications which were originally written months ago and particularly to integrate with Port Freeport's security system. However, now many of the critical parts of these specifications are obsolete because of Port Freeport's security changes. As a result, I suggest that City Council reject all received bids on 4-1-2013 at their regularly scheduled meeting. Obviously, new specifications will need to be written and this will delay the bidding process by a few weeks. Due to this delay, a consultant was hired to review this project to ensure it can still be completed by the deadline of June 30, 2013. This review will only take a few days. If there is a "Go" decision, the consultant will be re-contracted to write a new RFP. These specifications, along with a new Invitation to Bid will be ready to be acted upon by City Council at their next regularly scheduled meeting on 4-1-2013. The consultant will then answer vendors' questions and make a recommendation to council regarding the newly received bids so that a possible award can occur at a council meeting on 4-29-2013.

Respectfully submitted,

Daniel W Pennington
Interim Chief of Police

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 22nd day of April, 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. Bids must be submitted in hard copy format in triplicate (three) and in softcopy format in duplicate on (two) CD-ROMs.

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 to:

- o The lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality;
- o The bidder who has the compatibility of integration with the Port of Freeport's surveillance system;
- o The bidder who's company has successfully demonstrated an ability in deploying comparable surveillance systems at least three times in a City or Port environment;
- o The bidder who provides at a minimum 1/3rd of the scope of work to a businesses and/or local vendors in the Freeport area (defined as being within approximately a 75 mile radius of Freeport);
- o The bidder who can provide an on-sight warranty of support;
- o The bidder who has twenty-four (24) hour call out service during the warranty period and subsequent service/maintenance contracts; and
- o T he bidder who issues a statement of guaranteed four-hour response time and to have a technician on-site when needed.

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 1st day of April, 2013.

Delia Munoz, City Secretary
City of Freeport, Texas

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 –This includes Port Freeport and the surrounding area which includes land located within the incorporated limits of the City of Freeport, Texas, and its extraterritorial jurisdiction. The “Eligible Port Area” is located on an island with mainland access by bridges and by an artificial plug of land constructed to block the old Brazos River channel within the city from the diversion channel which connects the river to the Gulf of Mexico. Freeport is located approximately 50 miles from Houston and has one of the largest ports in the State. 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.
 - The contract will be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.

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: Bustos Lawn Service
Contact Person: Manuel C Bustos
Address: PO Box 2316
City: Freeport TX 77542-2316
Telephone: 979-233-4923
Cell No: 979-709-3505
E-mail: bbustos@sbcglobal.net

Contract bid amount per square foot .0160 cents
Per 1/10th of an acre (average lot size) \$ 60
One acre or above \$ 95/acre

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

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



200 WEST SECOND STREET / FREEPORT, TEXAS 77541 / PHONE (979) 233-5526 / FAX (979) 233-6807 / www.freeporttx.us

Contractor References

Customer Name: Bratos Fasteners Title: Office Manager
Contact: Susan Creswick Phone#: 979-265-9032
Address: 312 Plantation Length of Service: 10 yrs
Scope of Work: lawn maintenance

Customer Name: Pete Noble Title: owner
Contact: Pete Noble Phone#: 979-265-1307
Address: 320 Plantation Length of Service: 8 yrs
Scope of Work: lawn maintenance

Customer Name: St Mary's Title: Pastor
Contact: Fr Edmund Edwards Phone#: 979-233-5271
Address: 1019 W 6th Length of Service: 4 yrs
Scope of Work: lawn care



PROPERTY MANAGEMENT

Jeff Pynes
Chief Executive Officer
City Manager

March 18, 2013

*Agenda Item
Jeff
3-27-13*

Jeff Pynes
City Manager

Please place the following item on the April 2, 2013, City Council agenda:

Discuss / consider the sale of the city interest in lots 13 thru 18,
block 663, Velasco Townsite, known as 909 North Avenue F,
Tax ID 8110-2618-000.

Note - lots 13 through 17 extend seven (7) feet into N. Aven F right-of-way. This en-
croachment should be deeded back to the city 70 ft. ROW of Avenue F at such time as the prop-
erty changes hand.

City liens in the amount of \$1,237.94 were extinguished by the Sheriff Sale in September
2011. There are two post judgment liens in the amount of \$923.96 outstanding.

Anita Rogers owns adjacent lots 19 through 24.

Find attached the following:

- a. property management data sheet
- b. property location plat
- c. bid analysis
- d. lien pay-off calculation

NC Hickey
Property

attach

/s



PROPERTY MANAGEMENT

Council Agenda Date: April 1, 2012
Agenda Item: _____

Legal Description: Lots 13 thru 18, Block 663
Street Address: 909 North Avenue F
Type of Property: In Trust to Freeport
Sheriff Sale Date: 9-16-2011
Sheriff Deed Number: 2011038125

Years Delinquent: 4

Taxes Extinguished by Sheriff Sale \$7,103.87

City liens extinguished by Sheriff Sale **\$1,237.94**

Appraisal District Value: \$77,950.00

Offer by: Joey Rodriguez \$8,471.43

Court Cost & Post Judgment: \$7,067.81

Amount left to distribute: \$1,403.62

Distribution amount to Freeport: \$ 376.22

Zoning C-2 Commercial

Action: Accept
 Reject
 Re-agenda

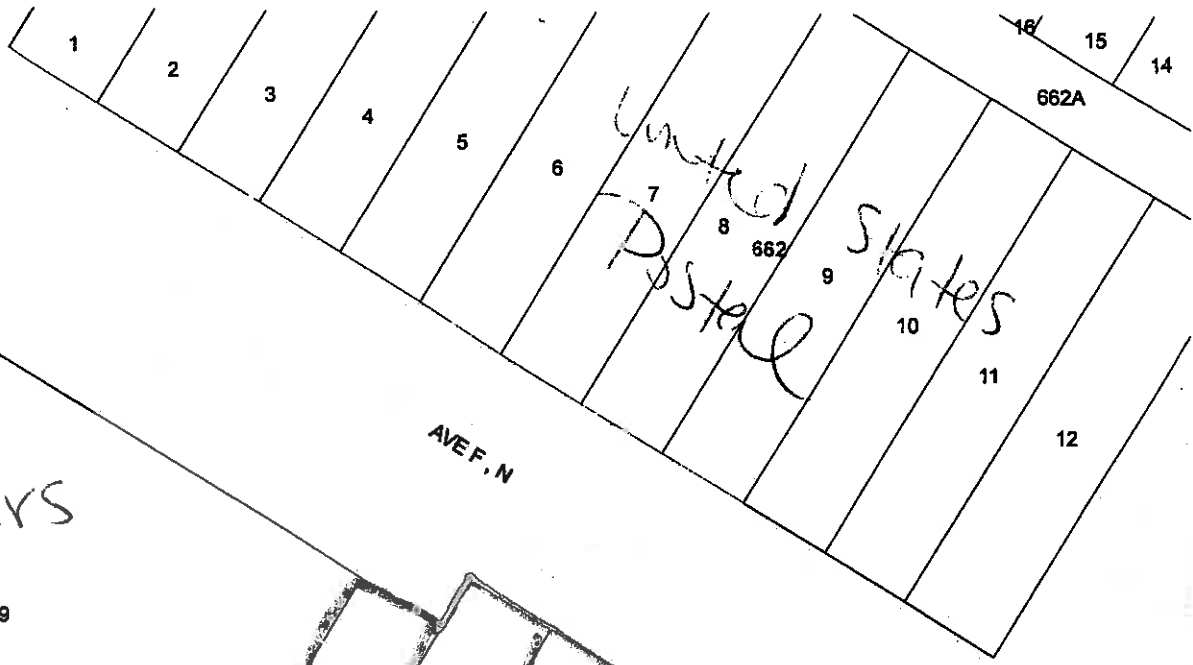
COMMENTS:

Lots 13 thru 18 extend 7 feet into Avenue F right-of-way (+/-). The extension into Ave F ROW should be deeded back to City at such time as the property is sold.

There are two (2) post judgment liens on the property in the amount of \$923.96, calculated through 4-30-2013

Motion by _____ Second by _____ Vote _____
Trust sale - Council action

Quintana



Anita Rogers

AVE. F. N



Pct. 1

8110-2618-000

BID ANALYSIS

Cause Number:	56393	Account Number:	8110-2618-000
Offer Amount:	\$8,471.43	Value \$:	\$77,950.00
Person Offering:	JOEY RODRIGUEZ	Adjudged Value\$:	\$76,390.00

Judgement Information

Taxing Entity	Tax Years	Amount Due
BC	2008-2009	\$1,103.85
Brazosport ISD		\$3,273.13
BRHND		\$144.89
Brazosport College		\$449.29
Velasco Drainage		\$228.80
City of Freeport		\$1,904.11
	Total	\$7,103.87

Costs

Court Costs	\$484.00	Sheriff Fees	\$318.19
Publication Fees	\$165.00	Research Fees	\$301.00
Ad Litem		Recording fee's	\$24.00
	Liens	0	
Cost of Deed		Deed file date	
	Total		\$1,292.19

Post Judgement Information

Taxing Entity	Tax Year's	
BC	2010-2011	\$977.02
Brazosport ISD		\$2,597.23
BRHND		\$111.92
Brazosport College		\$438.05
Velasco Drainage		\$192.88
City of Freeport		\$1,458.52
	Post Judgment Total	\$5,775.62

Proposed Distribution

Offer Amount	\$8,471.43	Costs + P & J	\$7,067.81
Net to Distribute \$			\$1,403.62

BC	15.54%	\$218.10
Brazosport ISD	46.08%	\$646.72
BRHND	2.04%	\$28.59
Brazosport College	6.32%	\$88.77
Velasco Drainage	3.22%	\$45.21
City of Freeport	28.80%	\$376.22



PROPERTY MANAGEMENT

Jeff Pynes
Chief Executive Officer
City Manager

December 6, 2012

Jeff Pynes
City Manager

*Agenda per
Jeff
3-27-13*

re: Lot 7, Block 8, Velasco Townsite
116 South Avenue B
Tax ID 8110-0091-000

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

Discuss / consider the sale of city interest in lot 7, block 8, Velsco
Townsite, known as 116 South Avenue B, Velsco Townsite
Tax ID 8110-0091-000

The Hilzer Family Trust owns lots 5 and 6, and the City of Freeport owns lot 8.

Find attached Property Management resume, Tax Resale Property information sheet and
Bid Analysis along with a plat showing location of the property.

N C Hickey
Property

encl.

/s



PROPERTY MANAGEMENT

Council Agenda Date: December 6, 2012
Agenda Item: _____

Legal Description: Lot 7, Block 8, Velasco Townsite
Street Address: 116 South Avenue B
Type of Property: In Trust to Freeport
Sheriff Sale Date: 7-12-12
Sheriff Deed Number: 2012031738

Years Delinquent: 11
Taxes Extinguished by Sheriff Sale: \$1,253.01

Appraisal District Value: \$2,340.00
Offer by: L. P. Hall \$2,340.00
Court Cost & Post Judgment: \$ 686.58

Amount left to distribute: \$1,653.42
Distribution amount to Freeport: \$ **456.13**

Zoning: R2 - Residential

Action: Accept
 Reject
 Re-agenda

COMMENTS:

Motion by _____ Second by _____ Vote _____
Trust Sale - Council action

BID ANALYSIS

Cause Number:	61001	Account Number:	8110-0091-000
Offer Amount:	\$2,340.00	Value \$:	\$2,340.00
Person Offering:	L.P. HALL	Adjudged Value\$:	\$2,340.00

Judgement Information

Taxing Entity	Tax Years	Amount Due
BC	1998-2010	\$179.78
Brazosport ISD		\$609.89
BRHND		\$30.92
Brazosport College		\$51.55
Velasco Drainage		\$35.20
City of Freeport		\$345.87
	Total	\$1,253.01

Costs

Court Costs	\$239.33	Sheriff Fees	\$61.42
Publication Fees	\$69.60	Research Fees	\$175.00
Ad Litem		Recording fee's	\$10.67
	Liens		0
Cost of Deed		Deed file date	
	Total		\$556.02

Post Judgement Information

Taxing Entity	Tax Year's	
BC	2011-2012	\$22.22
Brazosport ISD		\$58.11
BRHND		\$2.48
Brazosport College		\$11.41
Velasco Drainage		\$4.39
City of Freeport		\$31.95
	Post Judgment Total	\$130.56

Proposed Distribution

Offer Amount	\$2,340.00	Costs + P & J	\$686.58
Net to Distribute \$			\$1,653.42

BC	14.35%	\$237.23
Brazosport ISD	48.67%	\$804.79
BRHND	2.47%	\$40.80
Brazosport College	4.11%	\$68.02
Velasco Drainage	2.81%	\$46.45
City of Freeport	27.59%	\$458.13

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PROPERTY MGMT

Block 8, Lot 7

Brazoria County Parcel Viewer

Tax ID 8110-0091-000

ESRI ESRI Support Center Help
Logged in as freeport Logout

Searches

Sub: 2004 King Storage

Owner:

Tax ID:

Tree View

Doc. ID:

Tree View

- Brazoria County
 - Book - 1 (Abst 1-19)
 - Book - 2 (Abst 20)
 - Book - 3 (Abst 21-38)
 - Book - 4 (Abst 39-50)
 - Book - 4A (Abst 51-65)
 - Book - 5 (Abst 66-72)
 - Book - 6 (BCIC 5/D)
 - Book - 7 (Abst 73-99)
 - Book - 8 (Abst 100-124)
 - Book - 9 (Abst 125-136)
 - Book - 10 (Abst 137-179)
 - Book - 11 (Abst 180-227)
 - Book - 12 (Abst 228-257)
 - Book - 13 (Abst 258-302)
 - Book - 14 (Abst 303-344)
 - Book - 15 (Abst 345-405)
 - Book - 16 (Abst 406-452)
 - Book - 17 (Abst 453-499)
 - Book - 18 (Abst 500-546)
 - Book - 19 (Abst 547-603)
 - Book - 20 (Abst 604-End)
 - Book - Alvin # 1
 - Book - Alvin # 2
 - Book - Angleton # 1
 - Book - Angleton # 2





PROPERTY MANAGEMENT

Jeff Pynes
Chief Executive Officer
City Manager

March 19, 2013

Jeff Pynes
City Manager

Please place the following item on the April 1, 2013, City Council agenda:

Discuss / consider the sale of City interest in lots 2 & 3, Block 40,
known as 123 West 6th Street, Freeport Townsite
Tax ID 4200-0434-000.

This is trust property which was sold at Sheriff Sale on October 15, 2012, deed number 2012047916. There are no outstanding demolition or care of premises liens on the property.

The property is zoned R-3, Residential.

Find enclosed the following documents:

- a. Property Management data sheet
- b. Tax Resale Property Information
- c. Bid Analysis
- d. Delinquent tax statement
- e. Property CAD sheet(s)

Agenda per Jeff

[Signature]
N C Hickey
Property

xc Lacey Powell

/s



**PROPERTY MANAGEMENT
MEMO**

Council Agenda Date: _____

Agenda item: _____

Type of Property: Trust
Sheriff Deed: 10-15-2012
Street Address: 123 West 6th Street
Legal Description: Lot 2-3 pt, Block 40
Account Number: 4200-0434-000

Years Taxes Delinquent: 7 years (2006 - 2012)

Appraisal District Value: \$50,000.00
Offer by: Catherine Le \$25,999.00
Court Cost & Post Judgment: \$3649.49

Amount to Distribute: . \$22,349.51
Distribution to Freeport: **\$6,235.13**

Council Action: Accept Offer
 Reject Offer

COMMENTS:

Motion by _____ Second _____ Vote _____

Tax Resale Property Information

RESALE MEETING OF: FEBRUARY 26, 2013

Legal Description: FREEPORT, BLOCK 40, LOT 2-3 PT
ACRES .2142

Physical Address: 123 W 6TH ST

Account Number: 4200-0434-000

In Trust To: CITY OF FREEPORT

Adjudged Value/Year: \$50,000.00

Minimum Bid at Sale: \$25,424.15

Offer: \$25,999.00

Offer made by: CATHERINE LE

Sheriff's Deed Filed: 10/19/2012

Redemption Expiration: 4/19/2013

Post Judgment Taxes: \$1,199.38

Post Judgment Years: 2012

City weed/demo liens: UNKNOWN

Land Value: (Current) \$7,000.00

Improvement Value:(Current) \$43,000.00

Previous Owner: ERIC ROSTRO

Precinct: 1

School District: BRAZOSPORT ISD

Vote:	AYE	NAY
R. Garrett	X	
C. Garner	X	
Judge King	X	
D. Payne	X	
Civil Div. Rep.	X	

Notes: Michael Darlow was present at the meeting.

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MAR 19 2013
PROPERTY MGMT

BID ANALYSIS

Cause Number: 59051 **Account Number:** 4200-0434-000
Offer Amount: \$25,999.00 **Value \$:** \$50,000.00
Person Offering: CATHERINE LE **Adjudged Value\$:** \$50,000.00

Judgement Information

Taxing Entity	Tax Years	Amount Due
BC	2006-2011	\$3,894.75
Brazosport ISD		\$10,229.82
BRHND		\$505.55
Brazosport College		\$1,580.45
Velasco Drainage		\$805.27
City of Freeport		\$6,583.93
	Total	\$23,599.77

Costs

Court Costs	\$919.00	Sheriff Fees	\$1,148.71
Publication Fees	\$167.40	Research Fees	\$191.00
Ad Litem		Recording fee's	\$24.00
	Liens	0	
Cost of Deed		Deed file date	
	Total		\$2,450.11 ✓

Post Judgement Information

Taxing Entity	Tax Year's	
BC	2012	\$204.39
Brazosport ISD		\$529.83
BRHND		\$21.87
Brazosport College		\$109.14
Velasco Drainage		\$39.88
City of Freeport		\$294.47
	Post Judgment Total	\$1,199.38 ✓

Proposed Distribution

Offer Amount \$25,999.00 **Costs + P & J** \$3,649.49 ✓
Net to Distribute \$ \$22,349.51 ✓

BC	16.50%	\$3,688.42
Brazosport ISD	43.35%	\$9,687.87
BRHND	2.14%	\$478.77
Brazosport College	6.70%	\$1,496.72
Velasco Drainage	3.41%	\$762.81
City of Freeport	27.90%	\$6,235.13

RECEIVED
MAR 19 2013
PROPERTY MGMT

B: F 10
L 2013 F

Wednesday, March 20, 2013

Taxes Due Detail by Year[Begin a New Search](#) [Go to Your Portfolio](#)[Return to the Previous Page](#) [Taxes Due by Jurisdiction](#)**Account No.:** 42000434000**Delinquency Date:** 02/01/2013**Active Lawsuits** None

* Additional Collection Costs

Year	Base Tax Due	by end of March 2013		by end of April 2013		by end of May 2013	
		Penalty, Interest, and ACC* Due	Total Due	Penalty, Interest, and ACC* Due	Total Due	Penalty, Interest, and ACC* Due	Total Due
2006	\$462.06	\$569.27	\$1,031.33	\$574.79	\$1,036.85	\$580.36	\$1,042.42
2007	\$1,132.08	\$1,231.70	\$2,363.78	\$1,245.29	\$2,377.37	\$1,258.86	\$2,390.94
2008	\$3,885.97	\$3,668.35	\$7,554.32	\$3,714.99	\$7,600.96	\$3,761.59	\$7,647.56
2009	\$3,109.28	\$2,487.43	\$5,596.71	\$2,524.74	\$5,634.02	\$2,562.05	\$5,671.33
2010	\$3,382.72	\$2,219.06	\$5,601.78	\$2,259.65	\$5,642.37	\$2,300.23	\$5,682.95
2011	\$1,063.67	\$544.60	\$1,608.27	\$557.35	\$1,621.02	\$570.13	\$1,633.80
2012	\$1,120.92	\$100.88	\$1,221.80	\$123.30	\$1,244.22	\$145.73	\$1,266.65
Total Amount Due:	\$14,156.70	\$10,821.29	\$24,977.99	\$11,000.11	\$25,156.81	\$11,178.95	\$25,335.65

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111 E. Locust Suite
Angleton, TX 77515
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Brazoria CAD

Property Search Results > 209278 CITY OF FREEPORT IN TRUST for Year 2013

Property

Account

Property ID: 209278 Legal Description: FREEPORT, BLOCK 40, LOT 2-3 PT
 Geographic ID: 4200-0434-000 Agent Code:
 Type: Real
 Property Use Code:
 Property Use Description:

Location

Address: 123 W 6TH ST Mapsco:
 FREEPORT, TX
 Neighborhood: APTS & DUPLEX Map ID:
 Neighborhood CD: COMMB1

Owner

Name: CITY OF FREEPORT IN TRUST Owner ID: 114250
 Mailing Address: 200 W 2ND ST % Ownership: 100.0000000000%
 FREEPORT, TX 77541-5773
 Exemptions: EX

Values

(+) Improvement Homesite Value:	+	N/A	
(+) Improvement Non-Homesite Value:	+	N/A	
(+) Land Homesite Value:	+	N/A	
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	N/A	N/A
(+) Timber Market Valuation:	+	N/A	N/A
<hr/>			
(=) Market Value:	=	N/A	
(-) Ag or Timber Use Value Reduction:	-	N/A	
<hr/>			
(=) Appraised Value:	=	N/A	
(-) HS Cap:	-	N/A	
<hr/>			
(=) Assessed Value:	=	N/A	

Taxing Jurisdiction

Owner: CITY OF FREEPORT IN TRUST
 % Ownership: 100.0000000000%
 Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	BRAZORIA COUNTY APPRAISAL DISTRICT	N/A	N/A	N/A	N/A
CFP	CITY OF FREEPORT	N/A	N/A	N/A	N/A
DR2	VELASCO DRAINAGE DISTRICT	N/A	N/A	N/A	N/A
GBC	BRAZORIA COUNTY	N/A	N/A	N/A	N/A
JBR	BRAZOSPORT COLLEGE	N/A	N/A	N/A	N/A
NAV	PORT FREEPORT	N/A	N/A	N/A	N/A
RDB	ROAD & BRIDGE FUND	N/A	N/A	N/A	N/A
SBR	BRAZOSPORT INDEPENDENT SCHOOL	N/A	N/A	N/A	N/A

DISTRICT

Total Tax Rate: N/A

Taxes w/Current Exemptions: N/A

Taxes w/o Exemptions: N/A

Improvement / Building

Improvement #1:	Residential	State Code:	X3	Living Area:	1698.0 sqft	Value:	N/A
	Type	Description	Class CD	Exterior Wall	Year Built	SQFT	
	MA	MAIN AREA	3	R5	1945	1698.0	
	OFF	OPEN PORCH	3		1945	32.0	
	OFF	OPEN PORCH	3		1945	120.0	
	OFFPU	OPEN PORCH UPPER	3		1945	120.0	
Improvement #2:	Misc Imp	State Code:	X3	Living Area:	sqft	Value:	N/A
	Type	Description	Class CD	Exterior Wall	Year Built	SQFT	
	RC2	CANOPY	3		1951	800.0	
Improvement #3:	Residential	State Code:	X3	Living Area:	1698.0 sqft	Value:	N/A
	Type	Description	Class CD	Exterior Wall	Year Built	SQFT	
	MA	MAIN AREA	3		1945	1698.0	

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	S1	PRIMARY SITE	0.1071	4666.50	0.00	0.00	N/A	N/A
2	S1	PRIMARY SITE	0.1071	4666.50	0.00	0.00	N/A	N/A

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2013	N/A	N/A		N/A	N/A	N/A
2012	\$43,000	\$7,000		0	50,000	\$0
2011	\$43,000	\$7,000		0	50,000	\$0
2010	\$138,140	\$7,000		0	145,140	\$0
2009	\$124,710	\$7,000		0	131,710	\$0
2008	\$162,930	\$7,000		0	169,930	\$1,426
2007	\$76,810	\$7,000		0	83,810	\$21,506
2006	\$50,500	\$7,000		0	57,500	\$860
2005	\$48,480	\$7,000		0	55,480	\$3,990
2004	\$39,810	\$7,000		0	46,810	\$0
2003	\$37,500	\$7,000		0	44,500	\$0
2002	\$24,120	\$7,000		0	31,120	\$0
2001	\$21,120	\$7,000		0	28,120	\$2,720

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	10/15/2012 12:00:00 AM	SD	SHERIFF'S DEED	ROSTRO ERIC V &	CITY OF FREEPOR	2012	047916	
2	1/6/1995 12:00:00 AM	DM	MISCELLANEOUS DEED	KNAPSKI DEOBRAI	ROSTRO ERIC V &	95	000692	0

Questions Please Call (979) 849-7792

This year is not certified and ALL values will be represented with "N/A".

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PROPERTY MANAGEMENT

Jeff Pynes
Chief Executive Officer
City Manager

November 5, 2012

Jeff Pynes
City Manager

*Agenda with
PM 3/23/12*

re: Lot 13 & 14, Block 86
618-622 West 6th Street
Freeport Tx 77541
Tax ID 4200-0851-000

Please place the following item on the November 19,2012, Council agenda:

Discuss / consider the sale of city interest in lots 13 & 4, Block 86
Freeport Townsite, known as 618-622 West 6th Street.
Tax ID 4200-0851-000

Find enclosed Property Management Memo, Bid analysis, Tax Statement and a plat showing the location of the property.

Zoning: R - 2

N C Hickey
N C Hickey
Property

attach

/s



**PROPERTY MANAGEMENT
MEMO**

Council: November 12, 2012
Agenda item: _____

Judgment: June 2, 2010
Block & Lot(s): Block 86, Lots 13 & 14
Street Location: 618-622 West 6th
Account: 4200-0851-000

Taxes delinquent: \$ 7,534.47
Taxes extinguished: \$ 6,810.28 (1969-2009)

Value of property: \$ 10,500.
Offer by Noel Garcia \$ 4,300

Court costs & post judgment: \$ 2,483.32

To distribute: \$ 1,816.18

Amount to Freeport: \$ 500.27

Liens outstanding - \$ **Pre judgment - extinguished by Sheriff Sale**

Recommendation: Pleasure of Council

Action: Sell
 Reject offer

Motion _____ 2nd _____ Vote _____

BID ANALYSIS

Cause Number: 53984 **Account Number:** 4200-0851-000
Offer Amount: \$4,300.00 **Value \$:** \$10,500.00
Person Offering: NOEL GARCIA **Adjudged Value\$:** \$10,500.00

Judgement Information

Taxing Entity	Tax Years	Amount Due
BC	1989-2009	\$931.45
BCED		\$155.48
Brazosport ISD		\$3,191.37
BRHND		\$182.30
Brazosport College		\$240.36
Velasco Drainage		\$233.41
Road Dist 34		\$0.00
City of Freeport		\$1,875.91
Total		\$6,810.28

Costs

Court Costs	\$878.00	Sheriff Fees	\$336.84
Publication Fees	\$163.80	Research Fees	\$175.00
Ad Litem		Recording fee's	\$24.00
	Liens	284.37	
Cost of Deed		Deed file date	
Total			\$1,862.01

Post Judgement Information

Taxing Entity	Tax Year's	
BC	2010-2011	\$105.06
BCED		\$0.00
Brazosport ISD		\$280.06
BRHND		\$12.07
Brazosport College		\$45.80
Velasco Drainage		\$20.72
Road Dist 34		\$0.00
City of Freeport		\$158.10
Post Judgment Total		\$621.81

Proposed Distribution

Offer Amount \$4,300.00 **Costs + P & J** \$2,483.82
Net to Distribute \$ \$1,816.18

BC	13.68%	\$248.40
BCED	2.28%	\$41.46
Brazosport ISD	46.86%	\$851.08
BRHND	2.68%	\$48.62
Brazosport College	3.53%	\$64.10
Velasco Drainage	3.43%	\$62.25
Road Dist 34	0.00%	\$0.00
City of Freeport	27.55%	\$500.27

RECEIVED
 OCT 5 1 2012
 PROPERTY MGMT

Wednesday, October 31, 2012

Property Tax Status

[Begin a New Search](#) [Go to Your Portfolio](#) [Tax Office FAQ's](#)
[Request a Tax Statement](#)

Make your check or money order payable to:
 Ro'vin Garrett, RTA
 111 E Locust
 Angleton, Texas 77515



A **Convenience Fee** of up to 2.65% will be charged for all credit card payments by the vendor providing this service. For eChecks, a convenience fee of \$1.50 will be charged for each transaction. The fee covers the cost of making payments by credit card possible. The fee will appear as a charge to 'Certified Payments'. No part of this fee is retained by Brazoria County.

Unless otherwise noted, all data refers to tax information for 2012. All amounts due include penalty, interest, and attorney fees when applicable. Due to the large volume of work during heavy payment periods amounts due may not reflect payments that have been received but not yet processed.

Account Number: 42000851000

Address:
 CITY OF FREEPORT IN TRUST
 200 W 2ND ST
 FREEPORT, TX 77541-5773

Property Site Address:
 W 6TH ST

Legal Description:
 FREEPORT, BLOCK 86, LOT 13-14

Current Tax Levy: \$0.00**Current Amount Due: \$0.00****Prior Year Amount Due: \$7,466.29****Total Amount Due: \$7,466.29**

Last Payment Amount for Current Year Taxes:
 Not Received

Active Lawsuits: None

Pending Credit Card or E-Check Payments:
 No Payment Pending

[Click Here to Pay Now](#)

Jurisdictions:

BRAZORIA COUNTY
 BRAZOSPORT COLLEGE
 BRAZOSPORT ISD
 CITY OF FREEPORT
 PORT FREEPORT
 SPECIAL ROAD & BRIDGE
 VELASCO DRAINAGE DIST. NO 2

Market Value: \$10,500**Land Value: \$10,500****Improvement Value: \$0****Capped Value: \$0****Agricultural Value: \$0****Exemptions: XMP****Last Certified Date: 08/06/2012**

[Taxes Due Detail by Year and Jurisdiction](#)

[Payment Information](#)

[Click Here](#) to see your estimated amount due for a different date. You can see this information by year and by both year and jurisdiction.

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111 E. Locust Suite
 Angleton, TX 77515
 (979) 864-1320

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Brazoria CAD - Map of Property ID 209693 for Year 2012



Property Details

Account

Property ID: 209693

Geo ID: 4200-0851-000

Type: Real

Legal Description: FREEPORT, BLOCK 86, LOT 13-14

Location

Situs Address: W 6TH ST FREEPORT,

Neighborhood: CITY OF FREEPORT T/S

Mapsc0:

Jurisdictions: CAD, CFP, DR2, GBC, JBR, NAV, RDB, SBR

Owner

Owner Name: CITY OF FREEPORT IN TRUST

Mailing Address: , 200 W 2ND ST, FREEPORT, TX 77541-5773

Property

Appraised Value: \$10500

<https://propaccess.trueautomation.com/Map/View/Map/51/209693/2012>



Map Disclaimer: This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Brazoria County Appraisal District expressly disclaims any and all liability in connection herewith.

April 28, 2013

City of Freeport

Freeport City Council

Distinguished Council,

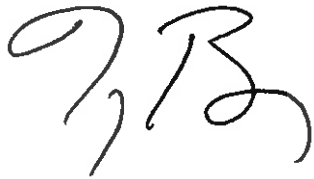
I, Troy Brimmage, am requesting the street closure of a portion of Caldwell St. that abuts the North Side levee system and meets South Front St. I am the current property owner on both sides of the aforementioned street according to deed number 2013008868. Please see the attached paperwork to this letter.

Upon closure and abandonment of that portion of the road I am prepared to give the appraisal price for the purchase of the road. I thank you for time and consideration on this matter and hope this letter finds you on good favor.

Sincerely,

Troy Brimmage

BrazTex LLC

A handwritten signature in black ink, appearing to be 'T. Brimmage', written in a cursive style.



To: Memo to City Council and Mayor
From: Gina Aguirre Adams
Date: March 26, 2013
Re: Cinco de Mayo Parade

Brazoria County Hispanic Chamber of Commerce requests for closure of streets to have the Cinco de Mayo parade on May 4, 2013, all streets intersecting 2nd street starting from East Park and ending in the Baywoods Parkinglot at 301 S Brazosport Blvd. From the hours of 11:00am to 12:pm.

Memorandum

To: Delia Munoz
From: Larry Fansher
Date: 3/20/2013
Re: Riverfest

Delia,

The Flapjack Run Committee would like to request permission to close the following streets: North ends of West Park and East Park, 2nd Street from Velasco Blvd. to Memorial Park and the North bound lane of Velasco Blvd. from 2nd Street to Ave. B from 7:00 a.m. to 10:00 a.m. for the Flapjack 5 K Run on Saturday, April 27th, 2013.

The Riverfest Committee would like to request permission to hold a public dance, and sell alcohol in the Freeport Municipal Park on Friday April 26th and Saturday, April 27th, 2013.

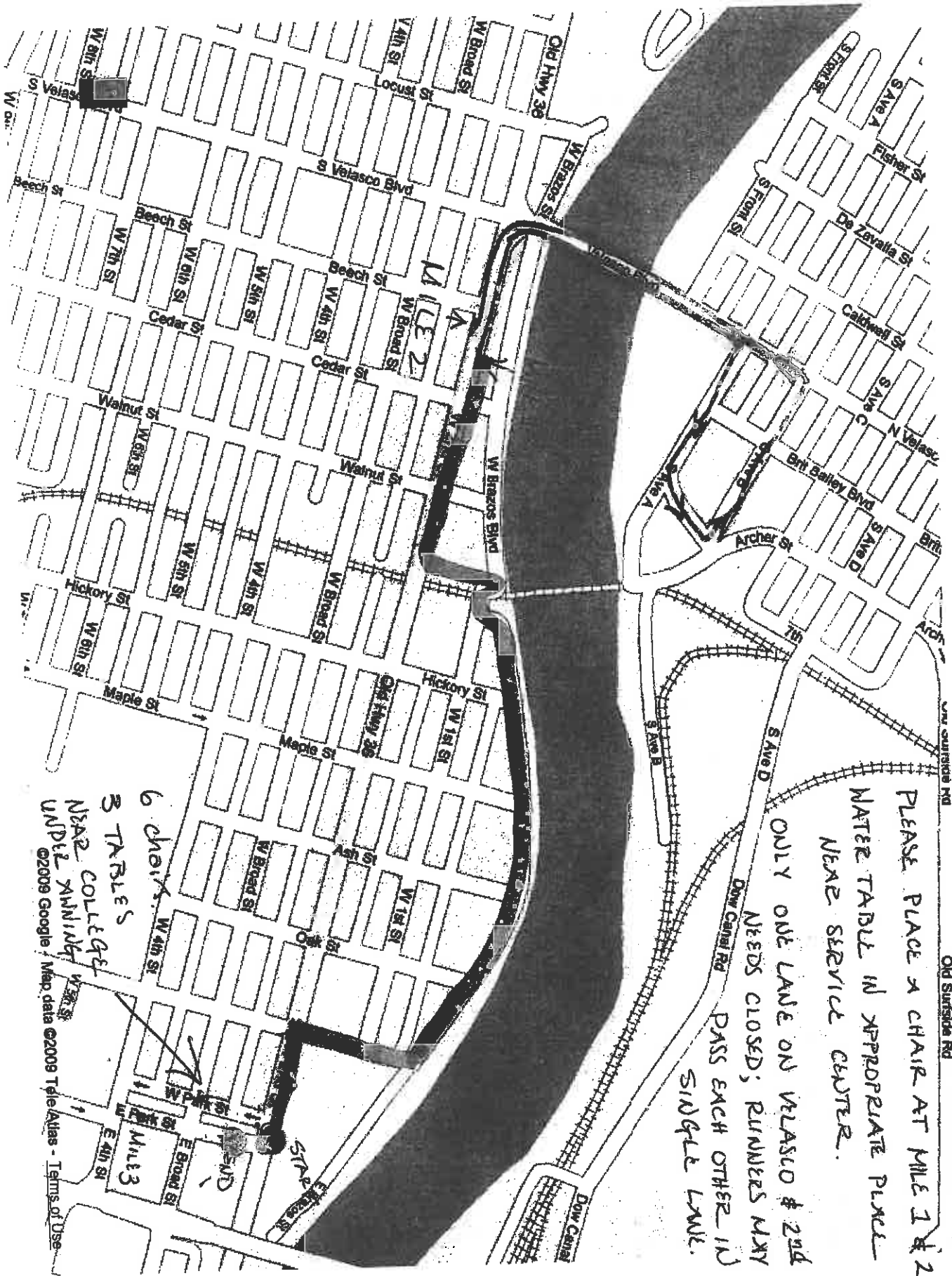
We also request permission to have a public fireworks display on Saturday, April 27th.

The Freeport League requests permission to waive the carnival and vendor fees for Riverfest on April 26th and 27th.

Thank you for your consideration,


Larry Fansher
Parks Director

Riverfest 2013 5K/10K Run.



PLEASE PLACE A CHAIR AT MILE 1 & 2
 WATER TABLE IN APPROPRIATE PLACE
 NEAR SERVICE CENTER.

ONLY ONE LANE ON VELASCO & 2ND
 NEEDS CLOSED; RUNNERS MAY
 PASS EACH OTHER IN
 SINGLE LANE.

6 chairs
 3 TABLES
 NEAR COLLEGE
 UNDER SHADING

City Council Request

Council Meeting Date April 1, 2013
 Name of Organization Riverfest Committee
 Name of Event Riverfest
 Date of Event April 26th and 27th, 2013
 Type of Event Festival/ Fun Run

On behalf of the organization I represent I am requesting your permission to allow us to do the following in Municipal Park:

The Parks Department has reviewed the noted requests.

We forward our recommendations for your consideration and approval.

Lion's club to

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Sell alcohol on specified date | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
| security provided by: <u>City of Freeport Police Dept</u> | | |
| <input checked="" type="checkbox"/> Have a public dance | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
| Provide own agency to be used: _____ | | |
| <input type="checkbox"/> Erect temporary fencing | <input type="checkbox"/> yes | <input checked="" type="checkbox"/> no |
| <input type="checkbox"/> Charge a general admission fee | <input type="checkbox"/> yes | <input checked="" type="checkbox"/> no |
| <input checked="" type="checkbox"/> Close or use lanes on streets within the City | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
| (see map attached showing affected streets.) | | |
| <input checked="" type="checkbox"/> Have fireworks display | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
| Other: _____ | <input type="checkbox"/> yes | <input type="checkbox"/> no |
| Other: _____ | <input type="checkbox"/> yes | <input type="checkbox"/> no |

Thank you for your assistance.

Thank you.

Sincerely,

Sincerely,

Riverfest Committee

Lang Jansher

Organization Representative

Director-Parks & Recreation

3/20/13

Date

3/20/13

Date



P.O. Box 3214 • Freeport, Texas 77542 • 979-233-0651

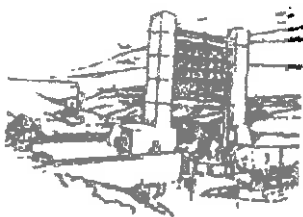
TO: Mayor and City Council:

FROM: Board of Directors, Freeport League

The Freeport League will take part in Riverfest on April 26-27. We would like for the City Council to waive the Carnival and vendor permit fees.

Thanks:

Charles Way
President
Freeport League



"GATEWAY TO THE GULF" • Freeport, Texas 77541



The Dow Chemical Company

1000 M. Kropf Road

Freeport, Texas 77541-2250

February 4, 2013

The City of Freeport
Jeff Pynes, City Manager
200 West Second Street
Freeport, TX 77541

LETTER OF INTENT

This Letter of Intent confirms the mutual understanding between The Dow Chemical Company and The City of Freeport with respect to the widening and improvements to Casco Road located in Freeport, TX, related to the Dow Gulfstream Project.

Both Parties hereby agree to the following:

1. The Dow Chemical Company agrees to install compacted limestone base material 10" thick to the existing road.
2. Dow will maintain the Casco Road throughout the duration of the project (approximately 5 years).
3. Dow will provide a Storm Water Pollution Prevention Plan (SWPPP) and install appropriate SWPPP structural control measures as required for the duration of the project.
4. The City of Freeport will continue to own Casco Road and will be the permit holder for the USACE Preconstruction Notification for Nationwide Permit 14.
5. Upon completion of the project, The Dow Chemical Company will asphalt Casco Road and the City of Freeport will take over responsibility for maintenance and repairs to the road.

I hereby fully accept and agree to the foregoing terms and conditions stated in this Letter of Intent.

THE DOW CHEMICAL COMPANY


THE CITY OF FREEPORT

By 
Printed Name: Robert ("R.C.") Thomas
Title: Property Manager

By _____
Printed Name: Jeff Pynes
Title: Freeport City Manager

Date _____

Date _____

By 
Printed Name: Maria Romero
Gulfstream Project Representative

Date: 3/11/13

SUPPLEMENTAL AGREEMENT BETWEEN
THE DOW CHEMICAL CO. AND CITY OF FREEPORT

The Biological Resource Review (Attachment 1 to the Pre-Construction Notification for Nationwide Permit 14, Dow Casco Road Improvement Project Brazoria County, Texas dated January 14, 2013 contains the following:

PROJECT DESCRIPTION

The purpose of the Project is to allow the safe land transportation of chemical plant components from the adjacent dock site to a chemical plant construction site located in Freeport via Casco Road and State Highway 332. The significantly oversized chemical plant components are fabricated at off-site specialized fabrication shops and are transported to the site by barge. Due to the size (maximum 206 feet long), width (maximum 51 feet) and weight (maximum 1,600,000 pounds) of the plant components, Casco Road must be widened and improved. The project includes 3,518 square feet of expansion. The City will be responsible for maintaining Casco Road after Dow completes the chemical plant construction. The road improvements will benefit the City for future Casco Road usage. The anticipated construction time is six months. The Project is located in Brazoria County, Texas, approximately one mile north of the Village of Surfside Beach, TX (Appendix A, Vicinity Map)(Lat:28°57'20.09"N, Long:95°17'55.87"W). Existing land use within the Project consists of City of Freeport road Right-Of-Ways (ROW) and estuarine wetlands. Surface waters near the vicinity of the Project typically have a direct connection to the GIWW. All features are shown in Appendix A.

In consideration of the City of Freeport ("the City") allowing The Dow Chemical Co. ("DOW") to use Casco Road in the manner and for the purpose described above, Dow and Freeport hereby agree that, after Dow completes the chemical plant construction and Casco Road is no longer used to transport oversized plant components from the dock site to the chemical plant construction site, Dow will at its expense remove the limestone base material placed on Casco Road and replace it with asphaltic concrete pavement of a quality, width and depth acceptable to the City. This will be done within _____ weeks after Dow ceases to transport such components from such dock.

Each of the undersigned REPRESENTS, WARRANTS and COVENANTS that he has the authority to sign this agreement, and that this instrument is binding according to its terms upon the entity designated below as being represented by him

Dated this _____ day of _____, 2013.

The Dow Chemical Co.

By _____
Its _____

The City of Freeport, Texas

By _____
Its _____