

NOTICE OF PUBLIC HEARING
THE FREEPORT CITY COUNCIL
MONDAY, APRIL 6, 2015, 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 16, 2015 Council Minutes. Pg. 241-246
5. Attending citizens and their business.
6. Consideration of approving and signing a replat for Victor and Evette Juarez, being a replat of 0.293 acres, Lots 1 thru 4, Block 777, of Velasco Townsite, according to the Map or Plat thereof recorded in Volume 32, Page 14 of the Deed Records of Brazoria County, Texas, being the same lots conveyed to Victor and Evette G. Juarez, recorded in County Clerk's File No. 2009-005278 and 2014-045755 of the Official Records of Brazoria County, Texas.
7. Consideration of approving a request by the Riverfest Committee to sell beer, hold a dance, close or use lanes on streets within the City and have fireworks display for the Freeport Riverfest on April 24th –April 25th , 2015 at the Freeport Municipal Park. Pg. 247
8. Consideration of approving a request by City of Freeport and BASF to close the following Streets; North ends of West Park and East Park, 2nd Street from Velasco Boulevard to Memorial Park, North bound lane of Velasco Boulevard from 2nd Street to Ave. B., for the Flapjack Run on Saturday, April 25, 2015 from 7:00 a.m. to 10:00 a.m. Pg. 248-249
9. Consideration of approving a request from the Freeport League waiving all permits for Riverfest on April 24th – April 25th, 2015 at the Freeport Municipal Park. Pg. 250
10. Consideration of approving and authorizing the Mayor and the City Secretary to execute and attest respectively a contract with Interstate Barricades for street striping. Pg. 251-257
11. Consideration of approving and authorizing the Mayor and the City Secretary to execute and attest respectively a contract with A-1 Construction for street replacement of asphalt streets, including catch basins, for portions of Seventh street and Ash Street. Pg. 258-264

12. Consideration of approving and authorizing the Mayor and the City Secretary to execute and attest respectively a contract with A-1 Construction Services for street replacement of concrete streets, including curbs, gutters catch basins and sidewalks for portions of Cedar Street and North Ave. J. Pg. 265-271
13. Consideration of approving a request from the Hispanic Chamber of Commerce to have a Cinco De Mayo Parade on Saturday, May 2, 2015 at 11:00 a.m., from the Museum to Baywood's parking lot. This will require closing East Park, from its intersection with 4th Street, to it intersection with 2nd Street, and closing of Second Street, from its intersection with East Park past its intersection with Brazosport Boulevard, to its end at the diversion channel of the Brazos River adjacent to Baywood's parking lot. Pg. 272

Work Session:

1. Discussion on a Housing Development Plan. Pg. 273-274

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, April 2, 2015 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 Freeport City Council met on Monday, March 16, 2015 at 6:00 p.m., at the Freeport Police Department Building, Municipal Court Room, 430 North Brazosport Boulevard, Freeport Texas for the purpose of considering the following agenda items:

City Council: Mayor Norma Moreno Garcia – Absent
Councilman Larry L. McDonald -Absent
Councilman Fred Bolton
Councilwoman Sandra Loeza
Councilwoman Sandra Barbee

Staff: Jeff Pynes, City Manager
Gilbert Arispe, Assistant City Manager
Delia Munoz, City Secretary
Nat Hickey, Property Manager
Brian Davis, Fire Chief
Dan Pennington, Police Chief

Visitors: Annette Sanford Jerry Meeks
Ronnie Woodruff Buster Brown
Nicole Mireles Sam Reyna
Rich Marquar Melanie Oldham
Moby Burr ridge Evelyn Burr ridge

Call to order.

Mayor Pro Tem Fred Bolton called the meeting to order at 6:00 p.m.

Invocation.

Wallace Shaw offered the invocation.

Pledge of Allegiance.

Mayor Pro Tem Fred Bolton led the Pledge of Allegiance.

Consideration of approving the February 17, 2015 Council Minutes.

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting 2 to 1, the February 17, 2015 Council Minutes were approved. Mayor Pro Tem Fred Bolton opposed.

Attending citizens and their business.

There were none.

Proclamation: Proclaiming April 2015 as “Fair Housing Month”.

Mayor Pro Tem Fred Bolton read and proclaimed April 2015 as Fair Housing Month.

Consideration of approving Ordinance No. 2015-2086 amending Ordinance No. 2015-2082 as amended by Ordinance No. 2015-2085 which called the annual General Election for the City of Freeport for the Second Saturday in May 2015, being May 9, 2015; amending the provisions of said ordinance designating polling places for the day of said election and amending the provisions of said ordinances designating polling places for early voting.

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting “Aye”, Council unanimously approved Ordinance No. 2015-2086 amending Ordinance No. 2015-2082 as amended by Ordinance No. 2015-2085 which called the annual General Election for the City of Freeport for the Second Saturday in May 2015, being May 9, 2015; amending the provisions of said ordinance designating polling places for the day of said election and amending the provisions of said ordinances designating polling places for early voting.

Consideration of approving Resolution No. 2015-2463 approving issuance up to a maximum amount of \$59,000,000 Brazosport Water Authority Water Supply System Revenue Bonds; and containing other provisions relating to the subject.

General Manager Ronnie Woodruff and BWA attorneys were present.

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting “Aye”, Council unanimously approved Resolution No. 2015-2463 approving issuance up to a maximum amount of \$59,000,000 Brazosport Water Authority Water Supply System Revenue Bonds; and containing other provisions relating to the subject.

Consideration of approving Resolution No. 2015-2464 opposing Senate Bill 343 and any legislation that would be contrary to the spirit of local self-government and that would erode the authority of a Home Rule Municipality.

On a motion by Councilwoman Loeza, seconded by Councilwoman Barbree, with all present voting “Aye”, Council unanimously approved Resolution No. 2015-2464 opposing Senate Bill 343 and any legislation that would be contrary to the spirit of local self-government and that would erode the authority of a Home Rule Municipality.

Consideration of scheduling a Joint Public Hearing with the Planning Commission to consider granting a Specific Use Permit to Kimley-Horn and Associates for Verizon Wireless to erect a new 151’ High, Monopole, Telecommunication Tower on portion of the property legally described as: A0049 A CALVIT BC C DIVISION 14, 101B.526.527B, 7.2 ACRES, locally known as 2121 Zapata Road.

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting "Aye", Council unanimously approved April 20, 2015 for a Joint Public Hearing with the Planning Commission to consider granting a Specific Use Permit to Kimley-Horn and Associates for Verizon Wireless to erect a new 151' High, Monopole, Telecommunication Tower on portion of the property legally described as: A0049 A CALVIT BC C DIVISION 14, 101B.526.527B, 7.2 ACRES, locally known as 2121 Zapata Road.

Consideration of approving and signing a replat for Robert and Linda Fox, on Lots 4 & 5, Block 102, Freeport Townsite, Recorded in Volume 2, Page 95 of the Brazoria County Plat Records in the S.F. Austin Survey Abstract 32, City of Freeport, Brazoria County, dated January 2015, locally known as 819 W. 5th Street.

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting "Aye", Council unanimously approved to sign a replat for Robert and Linda Fox, on Lots 4 & 5, Block 102, Freeport Townsite, Recorded in Volume 2, Page 95 of the Brazoria County Plat Records in the S.F. Austin Survey Abstract 32, City of Freeport, Brazoria County, dated January 2015, locally known as 819 W. 5th Street.

Consideration of approving and authorizing the City Manager to expend funds for a new server to support the Police Department body cameras.

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting "Aye", Council unanimously approved and authorized the City Manager to expend funds for a new server to support the Police Department body cameras.

Consideration of approving and authorizing the City Manager to expend funds for the Police Department body cameras.

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting "Aye", Council unanimously approved and authorized the City Manager to expend funds for the Police Department body cameras.

Discuss and consider authorizing the Mayor of Freeport to sign, with the Mayors of Oyster Creek, Lake Jackson and Richwood, a joint certification of the unemployment numbers for the contiguous census tracts that are within their respective jurisdictions.

Buster Brown represents Live in America and Lexington Realty Trust and is requesting the Mayor of the City of Freeport to join with three other local cities in designating the area as a Targeted Employment Area (TEA) designation and to certify census tract #6643 as to its unemployment status according to the 2013 census figures. Lexington Realty Trust is building and financing the construction of the Dow Chemical complex in Lake Jackson, Texas. Live in America Financial Services is leading the EB-5 financing efforts for Lexington Realty Trust.

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting "Aye", Council unanimously approved to table this item until all councilmembers are present.

Consideration approving and setting a bid date for April 9, 2015 for furnishing all labor, material, and equipment and performing all work required for the construction of "Emergency Power and Monitoring Systems".

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting "Aye", Council unanimously approved setting a bid date for April 9, 2015 for furnishing all labor, material, and equipment and performing all work required for the construction of "Emergency Power and Monitoring Systems".

Consideration of approving and awarding the bids for street striping at a per lineal foot price.

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting "Aye", Council unanimously approved and awarding the bid to Interstate Barricades, 18219 CR 127, Pearland, Texas in the amount of \$70,302.00 for street striping.

Consideration of approving and awarding the bids for street replacement of asphalt streets, including catch basins, for portions of Seventh street and Ash Street.

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting "Aye", Council unanimously approved and awarding the bid to A-I Construction Services, 6108 Brittmoore Rd., Houston Texas for street replacement of asphalt streets, including catch basins, for portions of Seventh street and Ash Street in the amount of \$189,430.00.

Consideration of approving and awarding the bids for street replacement of concrete streets, including curbs, gutters catch basins and sidewalks for portions of Cedar Street ad North Ave. J.

On a motion by Councilwoman Loeza, seconded by Councilwoman Barbree, with all present voting "Aye", Council unanimously approved and awarding the bid to A-I Construction Services, 6108 Brittmoore Rd., Houston Texas for street replacement of concrete streets, including curbs, gutters catch basins and sidewalks for portions of Cedar Street ad North Ave. J. in the amount of \$1,016, 217.00

Consideration of approving and releasing the City interest in trust property ; Block 4, Lot 4, Velasco Townsite , known as 8 South Ave. C, Tax Id 8110-0040-000.

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting "Aye", Council unanimously approved to release the City's interest in trust property; Block 4, Lot 4, Velasco Townsite, known as 8 South Ave. C, Tax Id 8110-0040-000.

Consideration of approving and releasing the City interest in trust property; Block 27, Lot 8, Velasco Townsite, known as 516 South Ave. C, Tax Id 8110-0327-000.

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting "Aye, Council unanimously approved to release the City's interest in trust property; Block 27, Lot 8, Velasco Townsite, known as 516 South Ave. C, Tax Id 8110-0327-000.

Consideration of approving and releasing the City interest in trust property; Block 36, Lot 7, Velasco Townsite, known as 614 South Ave. F, Tax Id. 8110-0393-000.

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting "Aye", Council unanimously approved to release the City's interest in trust property; Block 36, Lot 7, Velasco Townsite, known as 614 South Ave. F, Tax Id. 8110-0393-000.

Consideration of approving and releasing the City interest in trust property ; Block 749, Lot 15, Velasco Townsite, known as 1405 North Ave. T, Tax Id. 8110-3492-000.

On a motion by Councilwoman Loeza, seconded by Councilwoman Barbree, with all present voting "Aye", Council unanimously approved to release the City's interest in trust property; Block 749, Lot 15, Velasco Townsite, known as 1405 North Ave. T, Tax Id. 8110-3492-000.

Consideration of approving and releasing the City interest in trust property; Block 749, Lot 22, Velasco Townsite, known as 1419 North Ave. T, Tax Id. 8110-3496-000.

On a motion by Councilwoman Loeza, seconded by Councilwoman Barbree, with all present voting "Aye", Council unanimously approved to release the City's interest in trust property; Block 749, Lot 22, Velasco Townsite, known as 1419 North Ave. T, Tax Id. 8110-3496-000.

Consideration of approving and authorizing the Mayor to sign the pre-storm disaster and/or Storm Recovery Debris Management contract for two additional years.

On a motion by Councilwoman Loeza, seconded by Councilwoman Barbree, with all present voting "Aye", Council unanimously approved and authorized the Mayor to sign the pre-storm disaster and/or Storm Recovery Debris Management contract for two additional years.

Consideration of advertising and setting a bid date for May 20, 2015 to request for proposals on Disaster and/or Storm Recovery Monitoring.

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting "Aye", Council unanimously approved to advertise and set a bid date for May 20, 2015 to request for proposals on Disaster and/or Storm Recovery Monitoring.

Consideration of authorizing the City Manager to expend funds for the improvement of city wide playgrounds; installing kiddie cushion.

On a motion by Councilwoman Loeza, seconded by Councilwoman Barbree, with all present voting "Aye", Council unanimously approved and authorized the City Manager to expend funds for the improvement of city wide playgrounds; installing kiddie cushion.

Consideration of taking action on any item discussed in Executive Session.

No action taken.

Mayor Pro Tem Fred Bolton closed the formal session at 6:43 and opened the Executive Session.

Executive Session:

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 Contractual Negotiations – Dow Chemical
- Pending Contractual Negotiations –Waste Management

Section 551.074, Government Code

Deliberations concerning the duties of a public officer or employee: City Manager

- Employee Compensation

Mayor Pro Tem Fred Bolton closed the Executive Session at 7:26 p.m. and reconvened the Formal Session to adjourn.

Adjourn

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting “Aye”, Mayor Pro Tem Fred Bolton adjourned the meeting at 7:27 p.m.

Mayor Pro Tem Fred Bolton
City of Freeport, Texas

City Secretary, Delia Munoz
City of Freeport, Texas

City Council Request

Council Meeting Date April 6, 2015
Name of Organization Riverfest Committee
Name of Event Freeport Riverfest
Date of Event April 24th – April 25th
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>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 (see map attached showing affected streets.)	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
<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.

Sincerely,


Organization Representative

3/23/15
Date

Thank you.

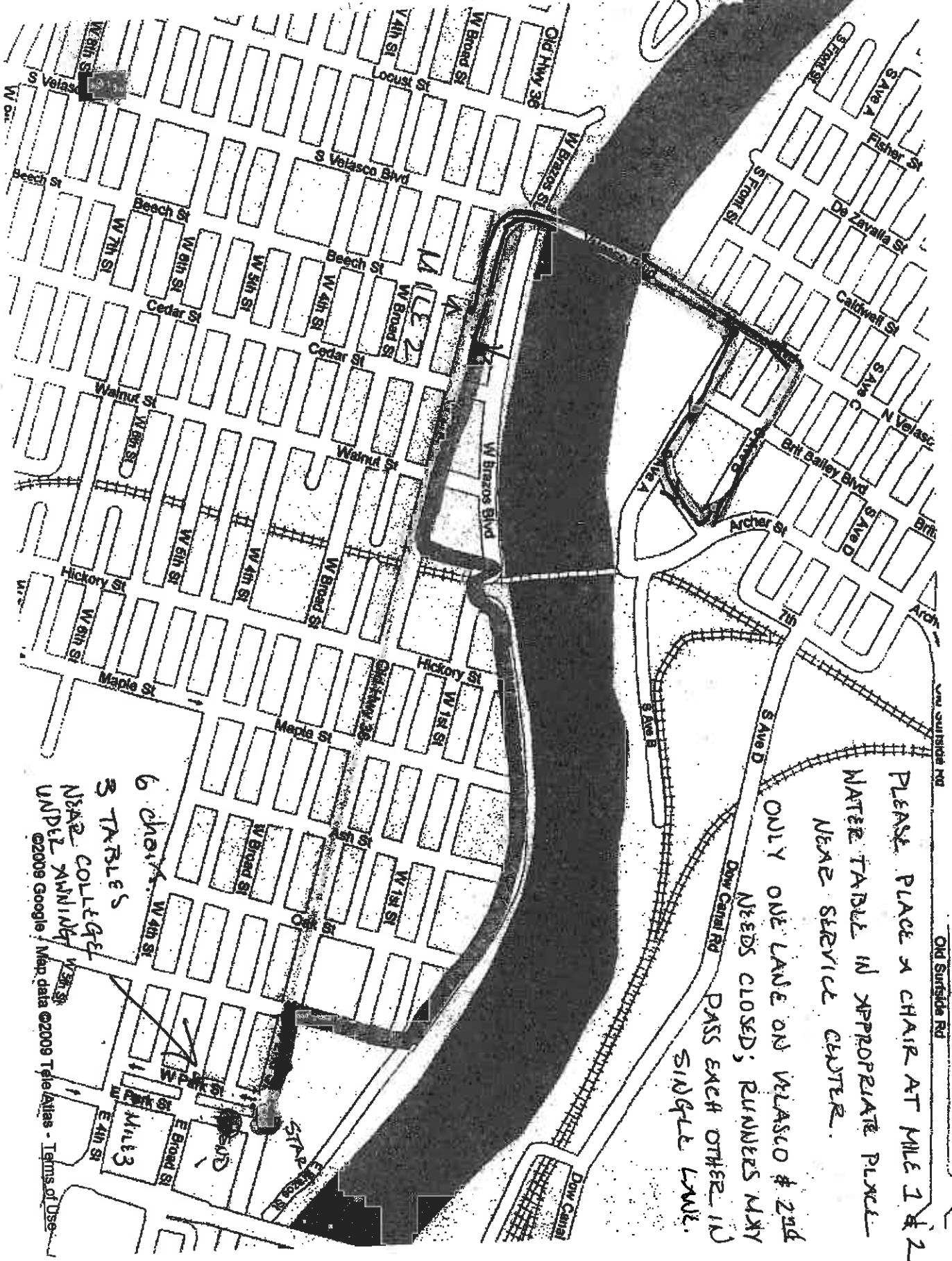
Sincerely,


Director - Parks & Recreation

3/23/15
Date

Riverfest 2015 5K/10K Run.

<http://maps.google.com/maps?hl=en&tab=w/>



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

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

3 TABLES
 NEAR COLLEGE
 UNDER RUNNING
 @2009 Google | Map data ©2009 Tele Atlas - Terms of Use

Memorandum

To: City Council
From: Larry Fansher, Freeport Parks Department
Date: 3/23/2015
Re: Riverfest Requests

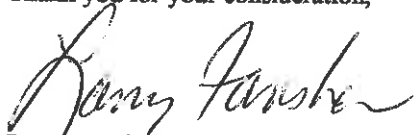
The City of Freeport and BASF would like to request permission to close the following streets for the Freeport Flapjack 5LK Run on Saturday, April 25, 2015 from 7:00am to 10:00am:

North ends of West Park and East Park
2nd Street from Velasco Blvd. to Memorial Park
The North bound lane of Velasco Blvd. from 2nd Street to Ave B

The Freeport Lion's Club would like to request permission to hold a public dance and sell alcohol in the Freeport Municipal Park on Friday April 24th and Saturday April 25th.

We also request permission to have a public fireworks display on Saturday, April 25th.

Thank you for your consideration,



Larry Fansher
Freeport Parks Director

of FREEPORT



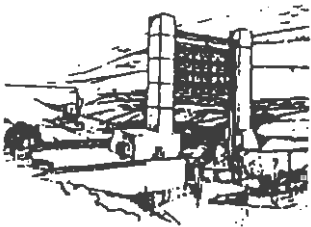
P.O. Box 3214 • Freeport, Texas 77542 • 979-233-0651

April 6, 2015

TO: Mayor and City Council

From: The Freeport League

The Freeport League requests the City Council to waive all permits for Riverfest on April 24-25, 2015.



"GATEWAY TO THE GULF" • Freeport, Texas 77541

PUBLIC WORKS CONTRACT

This agreement made this _____ day of _____, 2015, by and between the CITY OF FREEPORT, TEXAS ("OWNER"), a Home-Rule Municipality lying and situated in Brazoria County, Texas, and INTERSTATE BARRICADES & MARKINGS, INC. ("CONTRACTOR"), a private corporation duly organized under the laws of the State of Texas with a principal office at 18219 County Road 127, Pearland, in Brazoria County, Texas,

W I T N E S S E T H:

1. For and in consideration of the payments and agreements herein mentioned, CONTRACTOR will commence and complete, in a good and workmanlike manner, the striping of portions of various public streets within the City of Freeport ("CITY"), in Brazoria County, TX ("PROJECT").

2. The CONTRACTOR will furnish at CONTRACTOR'S expense all bonds, permits, licenses, transportation, material, supplies, tools, equipment, machinery, labor and other services necessary for the construction and completion of the PROJECT as described in the CONTRACT DOCUMENTS and any CHANGE ORDERS approved by both parties or their duly authorized representatives.

3. The CONTRACTOR will commence the work necessary to perform and complete the PROJECT described in the CONTRACT DOCUMENTS in the manner therein specified ("the WORK") within 20 calendar days after the date of a NOTICE TO PROCEED is sent to CONTRACTOR with respect to the striping of each public street designated by the CITY and will complete the WORK within 20 calendar days thereafter unless the period of completion is extended otherwise by the CONTRACT DOCUMENTS.

4. A CONTRACTOR'S PAYMENT BOND and a CONTRACTOR'S PERFORMANCE BOND as required by Chapter 2253 of the Government Code of Texas have been furnished by CONTRACTOR TO OWNER as required by Chapter 2253 of the Government Code of Texas prior to the execution of this contract or will be furnished before any of the WORK begins or within ten (10) days of the date hereof, which ever event is first. If such bonds are not filed as provided herein, OWNER may terminate this contract.

5. The CONTRACTOR agrees to perform all of the WORK therein for the sum of \$70,302.00 as shown in the CONTRACTOR'S BID.

6. The term "CONTRACT DOCUMENTS" means and includes the following:

- A. ADVERTISEMENT for bids.
- B. CONTRACTOR'S BID including any schedules or attachments.
- C. CONTRACTOR'S BID BOND or copy of CASHIERS CHECK.
- E. This PUBLIC WORKS CONTRACT.
- F. The attached GENERAL CONDITIONS
- G. CONTRACTOR'S PAYMENT BOND
- H. CONTRACTOR'S PERFORMANCE BOND
- I. NOTICES TO PROCEED
- J. The attached PLANS AND SPECIFICATIONS.
- K. Any attached ADDENDA
- L. Any CHANGE ORDERS subsequently issued by the OWNER

7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the GENERAL CONDITIONS the amount set forth above.

8. The parties intend that Contractor, in performing such services, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. Contractor shall be free to contract for similar services to be performed for other persons, firms or corporations and Contractor is not to be considered an agent or employee of Owners and is not entitled to participate in any employee benefits of Owners. Further, CONTRACTOR shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance except with respect to the employees of CONTRACTOR.

9. The CONTRACT DOCUMENTS shall be binding upon the parties hereto and their respective successors and assigns.

10. By the execution of this Public Works Contract, the Contractor hereby waives all rights to interest on retainage as called for in Section 2252(2), Government Code.

11. This contract is performable in Brazoria County, Texas, and shall be governed by the laws of the State of Texas, excluding conflict of laws rules if the application of such rules would require the application of the laws of a different state or nation. Venue for any action hereunder, at law or in equity, shall be in a court of competent jurisdiction located in Brazoria County, Texas.

12. If any of the undersigned is acting on behalf of a partnership, corporation or other entity recognized by the law of the State of Texas, such person hereby REPRESENTS, WARRANTS and COVENANTS that he has the authority to do so, and that this instrument is binding upon such partnership, corporation or other entity according to its terms.

IN WITNESS WHEREOF the parties have executed, or cause to be executed by their respective duly authorized officers or agents, this Agreement in multiple copies (each of which shall be deemed to be an original) on the date first written above.

"OWNER"

THE CITY OF FREEPORT, TEXAS

BY _____
Norma Moreno Garcia, Mayor

ATTEST:

Delia Munoz,
City Secretary

"CONTRACTOR"

INTERSTATE BARRICADES &
MARKINGS, INC.

By _____
Its _____

ATTEST:

Its _____

GENERAL CONDITIONS

ALTERATIONS AND EXTRAS: OWNER reserves the right during the progress of the work to make any changes, additions or deletions to the original plans and specifications. All changes are to be made by written CHANGE ORDERS and accepted by both parties or their duly authorized representatives before proceeding with the work included therein. CHANGE ORDERS shall not invalidate any of the other CONTRACT DOCUMENTS. No bills for extras will be honored unless supported by a written CHANGE ORDER.

INDEPENDENT CONTRACTOR: In the performance of this contract, CONTRACTOR shall be an independent contractor with the sole right to supervise, manage, control and direct the performance of the details of the WORK. OWNER is only interested in the results to be obtained, but the work must meet with the approval of the OWNER whose representatives shall be entitled to make such inspections as may be necessary to assure such results.

INSURANCE: CONTRACTOR agrees to carry adequate Worker's Compensation and Employer's Liability Insurance covering all persons and employees working on the PROJECT in accordance with attached Schedule "A" and also to carry Comprehensive Public Liability Insurance and Automotive Public Liability and Property Damage Insurance naming the OWNER as an additional insured in the amount of at least \$1,000,000.00 to protect against any claims for injuries or death to persons or damage to property sustained in the carrying out of the WORK. Evidence of compliance with this provision sufficient to satisfy OWNER'S attorney shall be furnished by CONTRACTOR prior to the commencement of any portion of the WORK.

RISK OF LOSS: Until written acceptance of the PROJECT by OWNER, all risk of loss, injury or destruction by any cause other than acts or omissions of OWNER, its officer, agents or employees, shall be borne by CONTRACTOR. Responsibility of CONTRACTOR shall extend to materials and equipment supplied for the performance of the WORK.

OPERATIONS: CONTRACTOR shall commence the WORK and prosecute the same diligently and without interruption to completion within the time limits set forth in the contract.

DEFAULTS: Time and quality of work shall be of the essence of this contract. If the CONTRACTOR fails to begin or prosecute the WORK with reasonable diligence, without interruption and in a good and workmanlike manner, OWNER, at OWNER'S option, upon three (3) days' written notice to CONTRACTOR, may terminate the WORK. Without prejudice to any other remedy it may have, OWNER may take control of the WORK for the purpose of completing the same under the terms hereof, either by OWNER'S own employees or by other independent contract(s). If OWNER take control of the WORK, then CONTRACTOR shall be entitled, upon completion of the work, to the difference between the contract price and the reasonable cost and expenses incurred by OWNER in finishing the WORK. If such costs and expenses should exceed the contract price, CONTRACTOR agrees to pay the excess to OWNER at Freeport, in Brazoria County, Texas, within thirty (30) days after being billed therefor by OWNER, as liquidated damages agreed upon by the parties hereto in consideration of the difficulty of ascertaining the actual damages by other means. The provisions of this section shall not apply to any defaults in performance of the incidental covenants of the CONTRACTOR which are not directly related to the continuity and quality of the performance of the WORK.

NOTICES: Notices hereunder shall be sent to the OWNER c/o City Manager, 200 West Second Street, Freeport, Texas 77541 and to CONTRACTOR at 18219 County Road 127, Pearland, TX 77581. All notices must be by certified mail, return receipt requested and postage prepaid.

NON-ASSIGN ABILITY: This contract shall not be transferred or assigned, directly or collaterally, without the advance written approval of OWNER.

SUBCONTRACTING: With the written consent of the OWNER, CONTRACTOR shall be permitted to subcontract the WORK or any part thereof but subcontracting shall not relieve CONTRACTOR of primary responsibility for the continuity and quality of the performance of the WORK in a timely fashion.

INDEMNITY: CONTRACTOR agrees to protect, indemnify and hold OWNER and OWNER'S officers, agents and employees, free and harmless from and against any and all claims, demands and causes of action of every kind and character (including the amounts of judgments, penalties, interest, court costs and legal fees incurred in the defense of the same) arising in favor of any person, firm, corporation or other legally recognized entity (including the employees of the parties and the employees of any subcontractor) on account of taxes, claims, debts, personal injuries, death or damages to property and, without limitation by enumeration, all other claims or demands of every character occurring or in anywise incident to, in connection with or arising out of the performance of the WORK by CONTRACTOR or any subcontractors of CONTRACTOR or the agents or employees of either of them.

COMPLIANCE WITH AUTHORITY: CONTRACTOR agrees to comply with all laws, orders, rules or regulations of any governmental body, including without limitation, those pertaining to Social Security, safety, health, old age pension and unemployment compensation. Before final payment hereunder, CONTRACTOR shall satisfy OWNER of the payment and release of all debts, taxes, liens, claims, charges and obligations arising by operation of law or otherwise, out of CONTRACTOR'S performance of the WORK. OWNER may withhold funds due CONTRACTOR hereunder or otherwise, without interest, to assure itself of the discharge of all such obligations or to satisfy any provisions of law relating to claims against CONTRACTOR.

PAYMENT: Upon completion of the WORK requested in each Notice to Proceed in accordance with the terms of the CONTRACT DOCUMENTS and after final acceptance of the PROJECT by OWNER or its authorized representative, OWNER AGREES to pay CONTRACTOR in lawful money of the United States the sum specified in the contract (less a retainage of ten (10%) percent). The accumulated retainage shall be paid to the CONTRACTOR by the OWNER upon the expiration of ninety (90) days following the acceptance of the PROJECT by the OWNER unless further withholding is required under the preceding paragraph.

WARRANTY: CONTRACTOR hereby EXPRESSLY WARRANTS that upon completion of the PROJECT, the WORK shall for a period of 15 days from the date of acceptance by OWNER be FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP and that CONTRACTOR will REPLACE AND REPAIR any such defects occurring within such period at no cost to OWNER.

INTERPRETATION: The CONTRACT DOCUMENTS constitute the entire agreement between the parties and no other conversation, bids, memoranda or other matter shall vary, alter or interpret the terms hereof. The side head captions of these General Conditions are for the convenience of the parties in the identification of the several provision hereof and shall not constitute a part of these General Conditions nor be considered interpretive thereof. Failure of the OWNER to exercise any option, right or privilege hereunder or to demand compliance as to any obligation or covenant of CONTRACTOR shall not constitute a waiver of any such right, privilege or option, or the strict performance hereof unless such waiver is evidenced by a properly executed addendum to this contract.

C\Freeport.Msc\Street Striping-Contract

PUBLIC WORKS CONTRACT

This agreement made this _____ day of _____, 2015, by and between the CITY OF FREEPORT, TEXAS ("OWNER"), a Home-Rule Municipality lying and situated in Brazoria County, Texas, and A-1 STRIPING & PAVING COMPANY, a private corporation duly organized under the laws of the State of Delaware, with a permit to do business in Texas as A-1 CONSTRUCTION SERVICES, having a principal office in Texas at 6108 Brittmore, Houston, in Harris County, Texas,

W I T N E S S E T H:

1. For and in consideration of the payments and agreements herein mentioned, CONTRACTOR will commence and complete, in a good and workmanlike manner, the replacement of asphalt on Seventh Street, between Maple Street and Cherry Street and Ash Street, between Seventh Street and Eighth Street ("PROJECT").

2. The CONTRACTOR will furnish at CONTRACTOR'S expense all bonds, permits, licenses, transportation, material, supplies, tools, equipment, machinery, labor and other services necessary for the construction and completion of the PROJECT as described in the CONTRACT DOCUMENTS and any CHANGE ORDERS approved by both parties or their duly authorized representatives.

3. The CONTRACTOR will commence the work necessary to construct and complete the PROJECT in the manner described in the CONTRACT DOCUMENTS in the manner therein specified ("the WORK") within 15 calendar days after the date of the NOTICE TO PROCEED is sent to CONTRACTOR and will complete the WORK within 21 calendar days thereafter unless the period of completion is extended otherwise by the CONTRACT DOCUMENTS.

4. A CONTRACTOR'S PAYMENT BOND and a CONTRACTOR'S PERFORMANCE BOND as required by Chapter 2253 of the Government Code of Texas have been furnished by CONTRACTOR TO OWNER as required by Chapter 2253 of the Government Code of Texas prior to the execution of this contract or will be furnished before any of the WORK begins or within ten (10) days of the date hereof, which ever event is first. If such bonds are not filed as provided herein, OWNER may terminate this contract.

5. The CONTRACTOR agrees to perform all of the WORK therein for the sum of \$189,430.00 as shown in the CONTRACTOR'S BID.
6. The term "CONTRACT DOCUMENTS" means and includes the following:
 - A. ADVERTISEMENT for bids.
 - B. CONTRACTOR'S BID including any schedules or attachments.
 - C. CONTRACTOR'S BID BOND or copy of CASHIERS CHECK.
 - E. This PUBLIC WORKS CONTRACT.
 - F. The attached GENERAL CONDITIONS
 - G. CONTRACTOR'S PAYMENT BOND
 - H. CONTRACTOR'S PERFORMANCE BOND
 - I. NOTICE TO PROCEED
 - J. The attached PLANS AND SPECIFICATIONS.
 - K. Any attached ADDENDA
 - L. Any CHANGE ORDERS subsequently issued by the OWNER
7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the GENERAL CONDITIONS the amount set forth above.
8. The parties intend that Contractor, in performing such services, shall act as an independent contractor and shall have control of the work and the manner in which it is performed.
9. Contractor shall be free to contract for similar services to be performed for other persons, firms or corporations and Contractor is not to be considered an agent or employee of Owners and is not entitled to participate in any employee benefits of Owners. Further, CONTRACTOR shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance except with respect to the employees of CONTRACTOR.
10. The CONTRACT DOCUMENTS shall be binding upon the parties hereto and their respective successors and assigns.
11. By the execution of this Public Works Contract, the Contractor hereby waives all rights to interest on retainage as called for in Section 2252(2), Government Code.

12. This contract is performable in Brazoria County, Texas, and shall be governed by the laws of the State of Texas, excluding conflict of laws rules if the application of such rules would require the application of the laws of a different state or nation.

Venue for any action hereunder, at law or in equity, shall be in a court of competent jurisdiction located in Brazoria County, Texas.

13. If any of the undersigned is acting on behalf of a partnership, corporation or other entity recognized by the law of the State of Texas, such person hereby REPRESENTS, WARRANTS and COVENANTS that he has the authority to do so, and that this instrument is binding upon such partnership, corporation or other entity according to its terms.

IN WITNESS WHEREOF the parties have executed, or caused to be executed by their respective duly authorized officers or agents, this Agreement in multiple copies (each of which shall be deemed to be an original) on the date first written above.

"OWNER"

"CONTRACTOR"

THE CITY OF FREEPORT, TEXAS

A-1 STRIPING & PAVING COMPANY
d/b/a A-1 CONSTRUCTION SERVICES

BY _____
Norma Moreno Garcia, Mayor

By _____
Its _____

ATTEST:

ATTEST:

Delia Munoz,
City Secretary

Its _____

GENERAL CONDITIONS

ALTERATIONS AND EXTRAS: OWNER reserves the right during the progress of the work to make any changes, additions or deletions to the original plans and specifications. All changes are to be made by written CHANGE ORDERS and accepted by both parties or their duly authorized representatives before proceeding with the work included therein. CHANGE ORDERS shall not invalidate any of the other CONTRACT DOCUMENTS. No bills for extras will be honored unless supported by a written CHANGE ORDER.

INDEPENDENT CONTRACTOR: In the performance of this contract, CONTRACTOR shall be an independent contractor with the sole right to supervise, manage, control and direct the performance of the details of the WORK. OWNER is only interested in the results to be obtained, but the work must meet with the approval of the OWNER whose representatives shall be entitled to make such inspections as may be necessary to assure such results.

INSURANCE: CONTRACTOR agrees to carry adequate Worker's Compensation and Employer's Liability Insurance covering all persons and employees working on the PROJECT in accordance with attached Schedule "A" and also to carry Comprehensive Public Liability Insurance and Automotive Public Liability and Property Damage Insurance naming the OWNER as an additional insured in the amount of at least \$1,000,000.00 to protect against any claims for injuries or death to persons or damage to property sustained in the carrying out of the WORK. Evidence of compliance with this provision sufficient to satisfy OWNER'S attorney shall be furnished by CONTRACTOR prior to the commencement of any portion of the WORK.

RISK OF LOSS: Until written acceptance of the PROJECT by OWNER, all risk of loss, injury or destruction by any cause other than acts or omissions of OWNER, its officer, agents or employees, shall be borne by CONTRACTOR. Responsibility of CONTRACTOR shall extend to materials and equipment supplied for the performance of the WORK.

OPERATIONS: CONTRACTOR shall commence the WORK and prosecute the same diligently and without interruption to completion within the time limits set forth in the contract.

DEFAULTS: Time and quality of work shall be of the essence of this contract. If the CONTRACTOR fails to begin or prosecute the WORK with reasonable diligence, without interruption and in a good and workmanlike manner, OWNER, at OWNER'S option, upon three (3) days' written notice to CONTRACTOR, may terminate the WORK. Without prejudice to any other remedy it may have, OWNER may take control of the WORK for the purpose of completing the same under the terms hereof, either by OWNER'S own employees or by other independent contract(s). If OWNER take control of the WORK, then CONTRACTOR shall be entitled, upon completion of the work, to the difference between the contract price and the reasonable cost and expenses incurred by OWNER in finishing the WORK. If such costs and expenses should exceed the contract price, CONTRACTOR agrees to pay the excess to OWNER at Freeport, in Brazoria County, Texas, within thirty (30) days after being billed therefor by OWNER, as liquidated damages agreed upon by the parties hereto in consideration of the difficulty of ascertaining the actual damages by other means. The provisions of this section shall not apply to any defaults in performance of the incidental covenants of the CONTRACTOR which are not directly related to the continuity and quality of the performance of the WORK.

NOTICES: Notices hereunder shall be sent to the OWNER c/o City Manager, 200 West Second Street, Freeport, Texas 77541 and to CONTRACTOR at 6108 Brittmore, Houston, 77041. All notices must be by certified mail, return receipt requested and postage prepaid.

NON-ASSIGNABILITY: This contract shall not be transferred or assigned, directly or collaterally, without the advance written approval of OWNER.

SUBCONTRACTING: With the written consent of the OWNER, CONTRACTOR shall be permitted to subcontract the WORK or any part thereof but subcontracting shall not relieve CONTRACTOR of primary responsibility for the continuity and quality of the performance of the WORK in a timely fashion.

WARRANTY: CONTRACTOR hereby EXPRESSLY WARRANTS that upon completion of the PROJECT, the WORK shall for a period of 1 YR. from the date of acceptance by OWNER be FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP and that CONTRACTOR will REPLACE AND REPAIR any such defects occurring within such period at no cost to OWNER.

INDEMNITY: CONTRACTOR agrees to protect, indemnify and hold OWNER and OWNER'S officers, agents and employees, free and harmless from and against any and all claims, demands and causes of action of every kind and character (including the amounts of judgments, penalties, interest, court costs and legal fees incurred in the defense of the same) arising in favor of any person, firm, corporation or other legally recognized entity (including the employees of the parties and the employees of any subcontractor) on account of taxes, claims, debts, personal injuries, death or damages to property and, without limitation by enumeration, all other claims or demands of every character occurring or in anywise incident to, in connection with or arising out of the performance of the WORK by CONTRACTOR or any subcontractors of CONTRACTOR or the agents or employees of either of them.

COMPLIANCE WITH AUTHORITY: CONTRACTOR agrees to comply with all laws, orders, rules or regulations of any governmental body, including without limitation, those pertaining to Social Security, safety, health, old age pension and unemployment compensation. Before final payment hereunder, CONTRACTOR shall satisfy OWNER of the payment and release of all debts, taxes, liens, claims, charges and obligations arising by operation of law or otherwise, out of CONTRACTOR'S performance of the WORK. OWNER may withhold funds due CONTRACTOR hereunder or otherwise, without interest, to assure itself of the discharge of all such obligations or to satisfy any provisions of law relating to claims against CONTRACTOR.

PAYMENT: Upon completion of the WORK in accordance with the terms of the CONTRACT DOCUMENTS and after final acceptance of the PROJECT by OWNER or its authorized representative, OWNER AGREES to pay CONTRACTOR in lawful money of the United States the sum specified in the contract (less a retainage of ten (10%) percent). The accumulated retainage shall be paid to the CONTRACTOR by the OWNER upon the expiration of ninety (90) days following the acceptance of the PROJECT by the OWNER unless further withholding is required under the preceding paragraph.

INTERPRETATION: The CONTRACT DOCUMENTS constitute the entire agreement between the parties and no other conversation, bids, memoranda or other matter shall vary, alter or interpret the terms hereof. The side head captions of these General Conditions are for the convenience of the parties in the identification of the several provision hereof and shall not constitute a part of these General Conditions nor be considered interpretive thereof. Failure of the OWNER to exercise any option, right or privilege hereunder or to demand compliance as to any obligation or covenant of CONTRACTOR shall not constitute a waiver of any such right, privilege or option, or the strict performance hereof unless such waiver is evidenced by a properly executed addendum to this contract.

C\Freeport.Msc\Seventh St. et al-Paving Contract

PUBLIC WORKS CONTRACT

This agreement made this _____ day of _____, 2015, by and between the CITY OF FREEPORT, TEXAS ("OWNER"), a Home-Rule Municipality lying and situated in Brazoria County, Texas, and A-1 STRIPING & PAVING COMPANY, a private corporation duly organized under the laws of the State of Delaware, with a permit to do business in Texas as A-1 CONSTRUCTION SERVICES, having a principal office in Texas at 6108 Brittmore, Houston, in Harris County, Texas,

W I T N E S S E T H:

1. For and in consideration of the payments and agreements herein mentioned, CONTRACTOR will commence and complete, in a good and workmanlike manner, the paving of Cedar Street, between Sixth Street and Eighth Street and that portion of North Avenue J ("PROJECT") from Skinner Street to a point 1135 linear feet in an easterly direction from Skinner Street, being the property line between Villa Brazos and Azalea Court.

2. The CONTRACTOR will furnish at CONTRACTOR'S expense all bonds, permits, licenses, transportation, material, supplies, tools, equipment, machinery, labor and other services necessary for the construction and completion of the PROJECT as described in the CONTRACT DOCUMENTS and any CHANGE ORDERS approved by both parties or their duly authorized representatives.

3. The CONTRACTOR will commence the work necessary to construct and complete the PROJECT in the manner described in the CONTRACT DOCUMENTS in the manner therein specified ("the WORK") within 30 calendar days after the date of the NOTICE TO PROCEED is sent to CONTRACTOR and will complete the WORK within 10 calendar days thereafter unless the period of completion is extended otherwise by the CONTRACT DOCUMENTS.

5. The CONTRACTOR agrees to perform all of the WORK therein for the sum of \$1,016,217.00 as shown in the CONTRACTOR'S BID.

6. The term "CONTRACT DOCUMENTS" means and includes the following:

- A. ADVERTISEMENT for bids.
- B. CONTRACTOR'S BID including any schedules or attachments.
- C. CONTRACTOR'S BID BOND or copy of CASHIERS CHECK.
- E. This PUBLIC WORKS CONTRACT.
- F. The attached GENERAL CONDITIONS
- G. CONTRACTOR'S PAYMENT BOND
- H. CONTRACTOR'S PERFORMANCE BOND
- I. NOTICE TO PROCEED
- J. The attached ~~PLANS~~ ^{scope} AND SPECIFICATIONS.
- K. Any attached ADDENDA
- L. Any CHANGE ORDERS subsequently issued by the OWNER

7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the GENERAL CONDITIONS the amount set forth above.

8. The parties intend that Contractor, in performing such services, shall act as an independent contractor and shall have control of the work and the manner in which it is performed.

9. Contractor shall be free to contract for similar services to be performed for other persons, firms or corporations and Contractor is not to be considered an agent or employee of Owners and is not entitled to participate in any employee benefits of Owners. Further, CONTRACTOR shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance except with respect to the employees of CONTRACTOR.

10. The CONTRACT DOCUMENTS shall be binding upon the parties hereto and their respective successors and assigns.

11. By the execution of this Public Works Contract, the Contractor hereby waives all rights to interest on retainage as called for in Section 2252(2), Government Code.

12. This contract is performable in Brazoria County, Texas, and shall be governed by the laws of the State of Texas, excluding conflict of laws rules if the application of such rules would require the application of the laws of a different state or nation.

Venue for any action hereunder, at law or in equity, shall be in a court of competent jurisdiction located in Brazoria County, Texas.

13. If any of the undersigned is acting on behalf of a partnership, corporation or other entity recognized by the law of the State of Texas, such person hereby REPRESENTS, WARRANTS and COVENANTS that he has the authority to do so, and that this instrument is binding upon such partnership, corporation or other entity according to its terms.

IN WITNESS WHEREOF the parties have executed, or caused to be executed by their respective duly authorized officers or agents, this Agreement in multiple copies (each of which shall be deemed to be an original) on the date first written above.

"OWNER"

"CONTRACTOR"

THE CITY OF FREEPORT, TEXAS

A-1 STRIPING & PAVING COMPANY, d/b/a
A-1 CONSTRUCTION SERVICES

BY _____
Norma Moreno Garcia, Mayor

By _____
Its _____

ATTEST:

ATTEST:

Delia Munoz,
City Secretary

Its _____

GENERAL CONDITIONS

ALTERATIONS AND EXTRAS: OWNER reserves the right during the progress of the work to make any changes, additions or deletions to the original plans and specifications. All changes are to be made by written CHANGE ORDERS and accepted by both parties or their duly authorized representatives before proceeding with the work included therein. CHANGE ORDERS shall not invalidate any of the other CONTRACT DOCUMENTS. No bills for extras will be honored unless supported by a written CHANGE ORDER.

INDEPENDENT CONTRACTOR: In the performance of this contract, CONTRACTOR shall be an independent contractor with the sole right to supervise, manage, control and direct the performance of the details of the WORK. OWNER is only interested in the results to be obtained, but the work must meet with the approval of the OWNER whose representatives shall be entitled to make such inspections as may be necessary to assure such results.

INSURANCE: CONTRACTOR agrees to carry adequate Worker's Compensation and Employer's Liability Insurance covering all persons and employees working on the PROJECT in accordance with attached Schedule "A" and also to carry Comprehensive Public Liability Insurance and Automotive Public Liability and Property Damage Insurance naming the OWNER as an additional insured in the amount of at least \$1,000,000.00 to protect against any claims for injuries or death to persons or damage to property sustained in the carrying out of the WORK. Evidence of compliance with this provision sufficient to satisfy OWNER'S attorney shall be furnished by CONTRACTOR prior to the commencement of any portion of the WORK.

RISK OF LOSS: Until written acceptance of the PROJECT by OWNER, all risk of loss, injury or destruction by any cause other than acts or omissions of OWNER, its officer, agents or employees, shall be borne by CONTRACTOR. Responsibility of CONTRACTOR shall extend to materials and equipment supplied for the performance of the WORK.

OPERATIONS: CONTRACTOR shall commence the WORK and prosecute the same diligently and without interruption to completion within the time limits set forth in the contract.

DEFAULTS: Time and quality of work shall be of the essence of this contract. If the CONTRACTOR fails to begin or prosecute the WORK with reasonable diligence, without interruption and in a good and workmanlike manner, OWNER, at OWNER'S option, upon three (3) days' written notice to CONTRACTOR, may terminate the WORK. Without prejudice to any other remedy it may have, OWNER may take control of the WORK for the purpose of completing the same under the terms hereof, either by OWNER'S own employees or by other independent contract(s). If OWNER take control of the WORK, then CONTRACTOR shall be entitled, upon completion of the work, to the difference between the contract price and the reasonable cost and expenses incurred by OWNER in finishing the WORK. If such costs and expenses should exceed the contract price, CONTRACTOR agrees to pay the excess to OWNER at Freeport, in Brazoria County, Texas, within thirty (30) days after being billed therefor by OWNER, as liquidated damages agreed upon by the parties hereto in consideration of the difficulty of ascertaining the actual damages by other means. The provisions of this section shall not apply to any defaults in performance of the incidental covenants of the CONTRACTOR which are not directly related to the continuity and quality of the performance of the WORK.

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WARRANTY: CONTRACTOR hereby EXPRESSLY WARRANTS that upon completion of the PROJECT, the WORK shall for a period of 1 yr, from the date of acceptance by OWNER be FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP and that CONTRACTOR will REPLACE AND REPAIR any such defects occurring within such period at no cost to OWNER.

INDEMNITY: CONTRACTOR agrees to protect, indemnify and hold OWNER and OWNER'S officers, agents and employees, free and harmless from and against any and all claims, demands and causes of action of every kind and character (including the amounts of judgments, penalties, interest, court costs and legal fees incurred in the defense of the same) arising in favor of any person, firm, corporation or other legally recognized entity (including the employees of the parties and the employees of any subcontractor) on account of taxes, claims, debts, personal injuries, death or damages to property and, without limitation by enumeration, all other claims or demands of every character occurring or in anywise incident to, in connection with or arising out of the performance of the WORK by CONTRACTOR or any subcontractors of CONTRACTOR or the agents or employees of either of them.

COMPLIANCE WITH AUTHORITY: CONTRACTOR agrees to comply with all laws, orders, rules or regulations of any governmental body, including without limitation, those pertaining to Social Security, safety, health, old age pension and unemployment compensation. Before final payment hereunder, CONTRACTOR shall satisfy OWNER of the payment and release of all debts, taxes, liens, claims, charges and obligations arising by operation of law or otherwise, out of CONTRACTOR'S performance of the WORK. OWNER may withhold funds due CONTRACTOR hereunder or otherwise, without interest, to assure itself of the discharge of all such obligations or to satisfy any provisions of law relating to claims against CONTRACTOR.

PAYMENT: Upon completion of the WORK in accordance with the terms of the CONTRACT DOCUMENTS and after final acceptance of the PROJECT by OWNER or its authorized representative, OWNER AGREES to pay CONTRACTOR in lawful money of the United States the sum specified in the contract (less a retainage of ten (10%) percent). The accumulated retainage shall be paid to the CONTRACTOR by the OWNER upon the expiration of ninety (90) days following the acceptance of the PROJECT by the OWNER unless further withholding is required under the preceding paragraph.

INTERPRETATION: The CONTRACT DOCUMENTS constitute the entire agreement between the parties and no other conversation, bids, memoranda or other matter shall vary, alter or interpret the terms hereof. The side head captions of these General Conditions are for the convenience of the parties in the identification of the several provision hereof and shall not constitute a part of these General Conditions nor be considered interpretive thereof. Failure of the OWNER to exercise any option, right or privilege hereunder or to demand compliance as to any obligation or covenant of CONTRACTOR shall not constitute a waiver of any such right, privilege or option, or the strict performance hereof unless such waiver is evidenced by a properly executed addendum to this contract.

C:\Freeport.Msc\Seventh St. et al-Contract



Norma Moreno Garcia
Mayor

Larry McDonald
Councilmember
Ward A

Fred Bolton
Councilmember
Mayor Pro Tem
Ward B

Sandra Loeza
Councilmember
Ward C

Sandra Barbree
Councilmember
Ward D

Jeff Pynes
Chief Executive Officer
City Manager

Gilbert Arispe
Assistant City Manager

Housing Development Plan

Purpose:

The City of Freeport recognizes the importance and the need for new single family housing developments to stimulate and grow the Freeport community by population, economics and quality of life. The purpose of this plan is to invigorate new Freeport housing developments on non-water front or related properties by providing realistic rebates, assistance in acquiring and preparing land in certain defined activities to facilitate a defined residential development. Approved development locations must meet R1 or R2 residential lot development specifications

Program Intent:

This program is designed to work with prospective new single family residential home builders, personal and commercial developers alike, and create a financial structure to rebate land costs, any defined pre-development cost and all permitting and impact fees to accomplish a new housing development(s). All activities within the program must be pre-negotiated and approved prior to any acquisition or expectations of assistance or rebate.

Definitions:

- **The Builder:** this refers to an individual or a company who intends to build or negotiate the housing plan prerequisites
- **Housing Development Plan Administrators:** this refers to the appointed team of plan administrators by the Freeport City Council who bear the authority of their appointment by the City Council to negotiate, initiate and administer the housing development plan. Appointed members of the plan will remain members until such time they are removed or replaced by the Freeport City Council. This administration group shall be one representative of each group listed below:
 1. Freeport City Council Member
 2. Freeport Planning Commission Member
 3. Freeport Economic Development Corporation Member
 4. Freeport City Manager

Program Prerequisites: Participation in this program must meet the below housing development prerequisites:

1. 1500 minimum square feet of residential living space
2. Must have a suitable concrete driveway to service a garage
3. Must have a garage
4. Must have an approved front landscaping design



5. Front facing must be improved with stone, brick and/or some other approved suitable beautification application

Program Guidelines:

- **Preliminary Project Review:** All who intend to participate in the housing plan must initiate the plan process with a preliminary review indicating the intent of the Builder with the plan administration group. This review will analyze the location, the housing plan and all matters related to a rebate plan to facilitate the development.
- **Builder Securing Contracts:** Upon the preliminary approval of the intent of the Builder it will then be the Builder's responsibility to secure (1) a purchase contract on the land (2) secure contracts on all negotiated aspects of preliminary approved pre-development costs. (Note: securing contracts does not mean expend monies associated with any aspects of the plan, instead it means to secure the negotiated plan rebate pricing.)
- **Contract and Housing Plan Review:** After the Builder secures the contracts related to the preliminary review; the Builder shall deliver a complete set of development plans for the residential structure to be built to the Freeport Building Official. The Building Official will review the plans to ensure it meets the specifications of our building codes/requirements and the tenets of this housing development plan. Upon his approval of the submitted plan, the Building Official will coordinate a meeting with the Builder and the plan administrators to review and approve the secured contracts related to the rebate within this plan.
- **Creating the Rebate Financial Agreement:** Upon approval by the Building Official and the plan administrators the City Manager will then create the approved financial agreement document that will facilitate the rebate of the approved plan negotiated values. (Note: the financial agreement rebate is based on the housing development being built as approved, must meet all plan prerequisites and must receive a Certificate of Occupancy by the Building Official within 6 months of the issuance of the building permit).
- **Development Period:** Upon the approval of the building plan, the secured land and pre-development contracts and the financial rebate agreement the Builder will then be issued a building permit to construct the agreed upon development. The approved development must be completed within 6 months of the effective date of the issuance of the building permit.
- **Issuance of Rebate:** Upon the completion of the construction, the final inspection completion and the issuance of the Certificate of Occupancy the Freeport Finance Director will rebate the negotiated rebate agreement amount to the Builder within 30 days.

Appeals to the Process: All appeals to the rules of the program must be submitted in writing to the plan administrators. This group will have seven days to review the appeal and coordinate a meeting to resolve the issues of the appeal. If the administrator's decision does not resolve the issues the appellant may take the appeal to the Freeport City Council for a final appeal decision.





Brazoria County
Hispanic
CHAMBER of COMMERCE

"Empowering Economic Development"

The BCHCC is requesting approval for the Cinco de Mayo Parade on Saturday, May 2nd, 2015 starting at 11:00 am. The parade will start at the Freeport Museum, 311 East Park Ave and end at Baywoods Parking lot. We will also need police officers to please assist in the road closers during the parade time.

Gina Aguirre Adams
President/CEO
Brazoria County Hispanic Chamber of Commerce