

NOTICE OF PUBLIC HEARING
THE FREEPORT CITY COUNCIL
MONDAY, AUGUST 17, 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 August 3, 11, 12, 2015 Council Minutes. Pg. 596-603
5. Attending citizens and their business.
6. Consideration of rescheduling September 7, 2015 Council Meeting to September 8, 2015 due to Labor Day holiday .
7. Consideration of approving the sale of City's interest on Block 3, Lot 25, No. 2 Bridge Harbor, Tax. Id 2190-0219-000. Pg. 604-609
8. Consideration of advertising and setting a bid date for September 14, 2015 for ground care, certain right-of-ways and parks in the City. Pg. 610-630
9. Consideration of setting September 8, 2015 for a Public Hearing and adoption of the Budget for the fiscal year 2015-2016. Pg. 631
10. Consideration of proposing a tax rate for fiscal year 2015-2016 and if such proposed tax rates exceeds the effective rate , setting by a record vote; two public hearing for September 3 & 8, 2015. Pg. 632-633
11. Consideration of approving and signing a replat for Clinton F. Wong, being 330.599 acres out of the Velasco Townsite, recorded in Volume 32, Page 14 of the Brazoria County Deed Records in the City of Freeport, Alexander Calvit Survey, Abstract 49 and Eli Mitchell Survey, Abstract 99 and the Cristian Henniger Survey, Abstract 211 Brazoria County, Texas.
12. Consideration of approving Ordinance No. 2015-2093 amending Chapter 33 of the Code of Ordinances of said City to add thereto a new section , to be known as Section 33.011 providing for the appointment by the City Council, at the request of the Municipal Court Judge, of an assistant Municipal Court Judge and one or more temporary Municipal Court Judges and to provide for the qualifications, compensation and powers and duties of all such judges. Pg. 634-636

13. Consideration of approving Resolution No. 2015-2470 appointing Jack Brown as Temporary Municipal Court Judge. Pg. 637-639
14. Consideration of the approval of any action to be taken as a result of closed executive session.

Executive Session:

Deliberations concerning the duties of a public officer or employee:

- City Manager

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, August 14, 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, August 3, 2015 at 6:00 p.m., at the Freeport Police Department, Municipal Court Room, 430 North Brazosport Boulevard, Freeport Texas for the purpose of considering the following agenda items:

City Council:

Mayor Norma Moreno Garcia
Councilman Larry L. McDonald
Councilman Fred Bolton
Councilwoman Sandra Barbree
Councilwoman Sandra Loeza

Staff:

Jeff Pynes, City Manager
Gilbert Arispe, Assistant City Manager
Delia Munoz, City Secretary
Wallace Shaw, City Attorney
Nat Hickey, Property Manager
Chris Motley, Fire Marshal & Building Official
Bob Welch, Finance Director
Brian Davis, Fire Chief

Visitors:

Annette Sanford	Kevin Cadenhead
Moby Burrige	Evelyn Burrige
Ariel Cardona	Jerry Masters
Karetta Lux	Larry Fansher
Mark Havran	Alfred Herrera
Raymond Garivey	Eric Hayes
Lila Lloyd	Darlene Wier
Wayne Berkenmeier	

Call to order.

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

Invocation.

Mr. Wallace Shaw offered the invocation.

Pledge of Allegiance.

Mayor Norma Moreno Garcia led the Pledge of Allegiance.

Consideration of approving the July 27, 2015 Council Minutes.

On a motion by Councilwoman Barbree, seconded by Councilman McDonald, with all present voting "Aye", Council unanimously approved the July 27, 2015 Council Minutes.

Attending citizens and their business.

There were none.

Presentation: Financial audit report ending September 30, 2014 by Kennemer Masters & Lundford, Certified Public Accountants.

Kevin Cadenhead with Kennemer Masters & Lundford, Certified Public Accountants presented a summary of a very comprehensive financial statement for the City of Freeport for the year ending September 30, 2014.

Reconsideration of approving Ordinance No. 2015-2092 denying proposed rate increase of CenterPoint Energy Resources Corp., d/b/a CenterPoint Entex and CenterPoint Energy Texas Gas ("CenterPoint") and approving a settlement that includes an increase that is \$2.3 million less than proposed by Centerpoint.

Reconvened from Executive Session at 7:20 p.m. On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting 3 to 2, Ordinance No. 2015-2092 was approved denying proposed rate increase of CenterPoint Energy Resources Corp., d/b/a CenterPoint Entex and CenterPoint Energy Texas Gas ("CenterPoint") and approving a settlement that includes an increase that is \$2.3 million less than proposed by Centerpoint. Councilman Bolton and Councilman McDonald opposed.

Reconsideration of awarding the bid for the "Emergency Power and Monitoring Systems" authorizing the City Manager or his designee to negotiate a contract with the successful bidder and authorizing the Mayor and the City Secretary, respectively to executive and attest such contract.

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting 3 to 2, to approve Mark Havran's from LJA Engineering, Inc., recommendation to award the bid to C.F. Donald Electric, Inc. and the use of cell phones for the "Emergency Power and Monitoring Systems" authorizing the City Manager or his designee to negotiate a contract with the successful bidder and authorizing the Mayor and the City Secretary, respectively to executive and attest such contract.

Councilman McDonald stated that there would be heavy reoccurring charges on cell phone usage and requested this project rebidded. Councilman McDonald and Councilman Bolton opposed.

Consideration of advertising and setting a bid date for reconstructing of boat ramp, and piers located on the Old Brazos River behind the Freeport Community House.

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting "Aye", Council unanimously approved advertising and setting a bid date for September 8, 2015 for reconstructing of boat ramp, and piers located on the Old Brazos River behind the Freeport Community House.

Consideration of the approval of any action to be taken as a result of closed executive session.

Motion made on Number 7 on the agenda.

Mayor Norma M. Garcia opened the Work Session at 6:21 p.m.

Work Session:

Community budget input workshop.

Eric Hayes asked if the City was planning to purchase a gradall for cutting the ditches and what are the plans for repairing the Service Center.

Jerry Masters asked about the plans for rehabilitating Cedar Street.

Darlene Wier asked if 2nd street was going to be repaired.

Annette Sanford stated the 2nd street rain gutters need attention.

Scheduling August 11 & 12, 2015 budget workshop dates.

Mr. Pynes announced that department level reviews will be held on August 11 & 12, 2015.

Mayor Norma M. Garcia closed the Work Session and opened the Executive Session at 6:24 p.m.

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:

- Veolia Contract
- Centerpoint Entex
- Club, 127 W. 2nd Street

Mayor Norma Garcia closed the Executive Session to motion on number 7.

Adjourn

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting "Aye", Mayor Norma M. Garcia adjourned the meeting at 7:20 p.m.

Mayor Norma Moreno Garcia
City of Freeport, Texas

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 for a Budget Work Session on August 11, 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
Councilman Larry L. McDonald – Absent
Councilman Fred Bolton
Councilwoman Sandra Loeza
Councilwoman Sandra Barbree

Staff: Jeff Pynes, City Manager
Gilbert Arispe, Assistant City Manager
Wallace Shaw, City Attorney
Delia Munoz, City Secretary
Brian Davis, Fire Chief
Dan Pennington, Police Chief
Brian Dybala, Golf Director
Bob Welch, Finance Director

Visitors: Annette Sanford Jerry Meeks
Lila Diehl Eric Hayes
Ed Garcia

Call to order.

Mayor Norma Moreno Garcia called the Budget Work Shop to order at 6:00 p.m.

Work Session:

Discuss and review 2015-2016 budget proposals.

Department level expenditures were presented to City Council by the Directors.

Adjourn

On a motion by Councilwoman Loeza, seconded by Councilwoman Barbree, with all present voting "Aye", Mayor Norma Garcia adjourned at 6:30 p.m.

Mayor Norma Moreno Garcia
City of Freeport, Texas

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 for a Budge Work Session on August 12, 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
Councilman Larry L. McDonald – Absent
Councilman Fred Bolton
Councilwoman Sandra Loeza
Councilwoman Sandra Barbree

Staff: Jeff Pynes, City Manager
Gilbert Arispe, Assistant City Manager
Wallace Shaw, City Attorney
Delia Munoz, City Secretary
Brian Davis, Fire Chief
Dan Pennington, Police Chief
Bob Welch, Finance Director
Chris Motley, Fire Marshal/Building Official

Visitors: Larry Fansher Jerry Meeks
Lila Diehl Eric Hayes
Darlene Wier

Call to order.

Mayor Norma Moreno Garcia called the Budget Work Shop to order at 6:00 p.m.

Work Session:

Discuss and review 2015-2016 budget proposals.

Department level expenditures were presented to City Council by the Directors. Mr. Pynes has asked an architect the cost to redesign six city building. Mayor Norma Garcia stated that the Velasco Community House needs uplifting. Councilman Bolton asked that the cart paths be renovated at the Freeport Golf Course.

Adjourn

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting "Aye", Mayor Norma Garcia adjourned at 6:45 p.m.

Mayor Norma Moreno Garcia
City of Freeport, Texas

Delia Munoz, City Secretary
City of Freeport, Texas

**PROPERTY MANAGEMENT
MEMO**

August 3, 2015

Jeff Pynes
City Manager

re: Block 3, Lot 25 No. 2, Bridge Harbor

The Brazoria County Resale Committee has approved the sale of the above referred property in trust to BISD, with the approval of the taxing entities with an interest therein

Request this item be placed on the August 17, 2015, Council agenda for action.



Nat Hickey
Property

Approved for 8-17-15 agenda



Jeff Pynes
City Mgr

**PROPERTY MANAGEMENT
MEMO**

Council Agenda Date: August 17, 2014

Agenda Item No. _____

Legal Description:
Street Address:
Tax ID

Block 3, lot 25 No. 2 Bridge Harbor
Marlin Avenue
2190-0219-000

Type of Property:	Trust - BISD
Sheriff sale date	4-20-04
Sheriff Deed Number:	14-022950
Years taxes delinquent:	5
Taxes extinguished by Sheriff Sale:	\$417.62
Previous owner:	Paul D Owen, Jr.
Appraised District value:	\$ 1,056.33
Offer by: Rodolfo Mena, Jr.	\$ 1,000.00
Judgment information	\$ 1056.33
Court cost:	\$ 82.10
Liens: Paving, demo, care of premises:	\$ 0
Amount left to distribute:	\$ (138.43)

SUMMARY:

Judgment info + Cost + Lien =	\$1,138.43
Offer	1,000.00
Balance left to distribute	\$ (138.43)
Distribution to Freeport	\$ 0

COMMENTS:

Zoning: R-2 Single family residential

Action: Accepted offer
 Rejected offer
 Re-agenda

Motion by _____ Second _____ Vote _____

Trust sale-Council action

Tax Resale Property Information

RESALE MEETING OF: April 28, 2015

Legal Description: BRIDGE HARBOR (A0051 F J CALVIT DIV 8
(B C I C), BLOCK 3, LOT 25 NO 2, CAUSE #91T5260,
FREEPORT
ACRES .1749

Physical Address: MARLIN DR

Account Number: 2190-0219-000

In Trust To: BRAZOSPORT ISD

Adjudged Value: \$2,960.00

Minimum Bid at Sale: \$1,368.53

Offer: \$1,000.00

Offer made by: RODOLFO MENA JR.

Sheriff's Deed Filed: 4/22/2004

Redemption Expiration: 10/22/2004

Post Judgment Taxes: \$399.33

Post Judgment Years: 1992-2003

City weed/demo liens: UNKNOWN

Land Value: (Current) \$460.00

Improvement Value:(Current) \$0.00

Previous Owner: PAUL OWEN JR.

Precinct: 1

School District: BRAZOSPORT ISD

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

Notes: PBFCM representative present

RECEIVED
AUG - 3 2015
PROPERTY MGMT

Pg 606

BID ANALYSIS

Cause Number: 91T5260 Account Number: 2190-0219-000
 Offer Amount: \$1,000.00 Value \$: \$460.00
 Person Offering: RODOLFO MENA JR. Adjudged Value\$: \$2,960.00

Judgement Information

Taxing Entity	Tax Years	Amount Due
BC	1987-1991	\$0.00
BCED	1987-1991	\$0.00
Brazosport ISD	1987-1991	\$0.00
BRHND	1987-1991	\$0.00
Brazosport College	1987-1991	\$0.00
Velasco Drainage	1987-1991	\$0.00
City of Freeport	1987-1991	\$0.00
Total		\$1,056.33

Costs

Court Costs		Sheriff Fees	
Publication Fees	\$62.10	Research Fees	
Ad Litem		Recording fee's	\$20.00
	Liens		
Cost of Deed		Deed file date	
Total		\$82.10	

Post Judgement Information

Taxing Entity	Tax Year's	Amount Due
BC	1992-2003	\$54.01
BCED	1992-2003	\$0.00
Brazosport ISD	1992-2003	\$198.37
BRHND	1992-2003	\$11.21
Brazosport College	1992-2003	\$11.61
Velasco Drainage	1992-2003	\$12.58
City of Freeport	1992-2003	\$111.55
Post Judgment Total		\$399.33

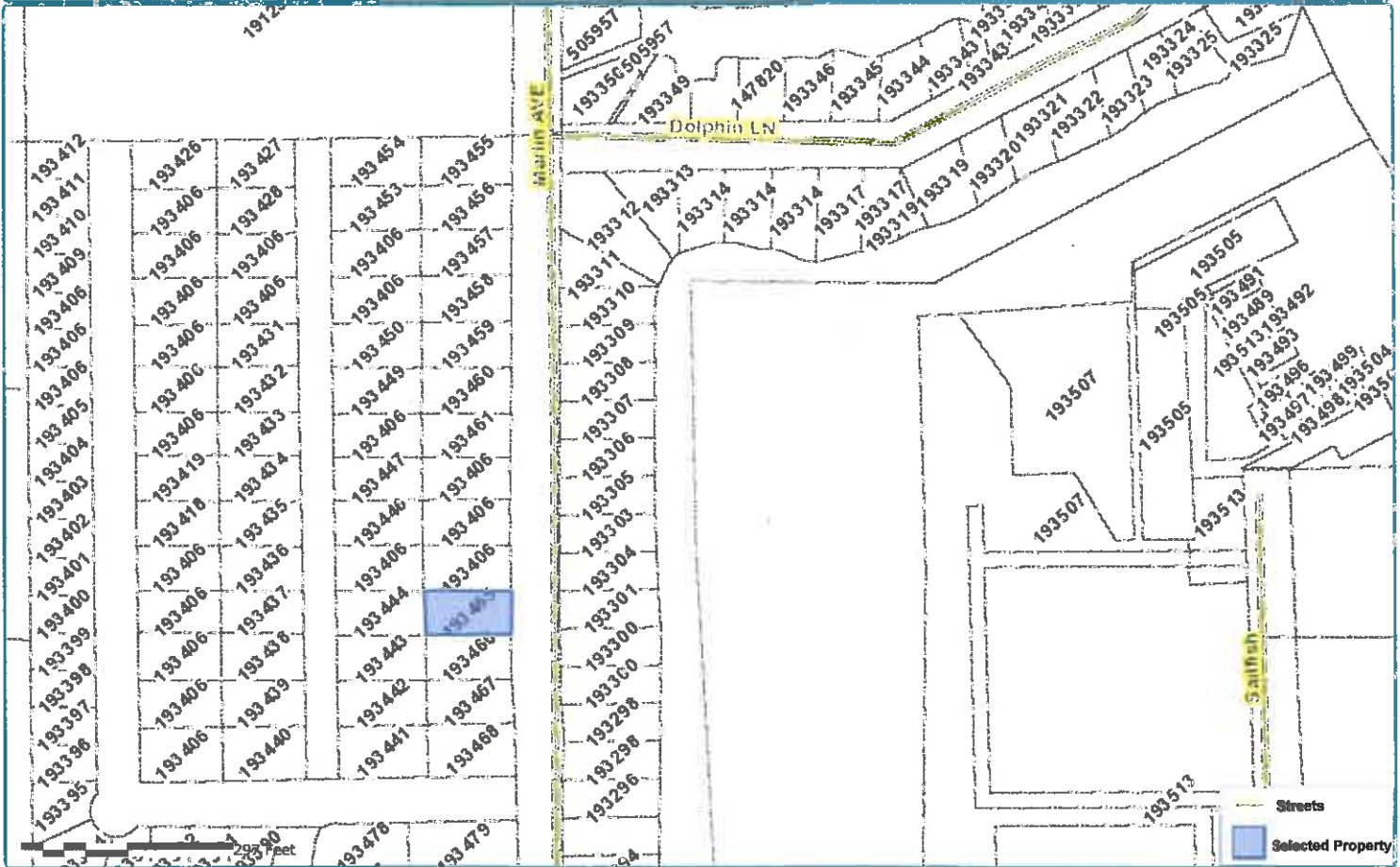
Proposed Distribution

Offer Amount: \$1,000.00
 Costs & J: \$1,138.43
 Net to Distribute \$: -\$138.43

BC	14.00%	\$128.50
BCED	0.00%	\$0.00
Brazosport ISD	49.00%	\$449.77
BRHND	3.00%	\$27.53
Brazosport College	3.00%	\$27.53
Velasco Drainage	4.00%	\$36.72
City of Freeport	27.00%	\$247.83
		\$917.98

RECEIVED
 AUG - 3 2015
 PROPERTY MGMT
*Deposit + Cash
 special offer
 by 138.43*

Brazoria CAD - Map of Property ID 193465 for Year 2015



Property Details

Account

Property ID: 193465
 Geo ID: 2190-0219-000
 Type: Real

Legal Description: BRIDGE HARBOR (A0051 F J CALVIT DIV 8 (B C I C)), BLOCK 3, LOT 25 NO 2, CAUSE #91T52

Location

Situs Address: MARLIN DR FREEPORT,
 Neighborhood: CITY OF FREEPORT T/S
 Mapsco:
 Jurisdictions: CAD, RDB, GBC, NAV, CFP, SBR, JBR, DR2

Owner

Owner Name: BRAZOSPORT ISD IN TRUST
 Mailing Address: , PO BOX Z, , FREEPORT, TX 77542-1926

Property

Appraised Value: \$460.00

<https://propaccess.trueautomation.com/Map/View/Map/51/193465/2015>



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.

Enter an Address, Landmark, or other Location

Address

Bookmark

Ne



Search Results

21900219000

Bookmark Hide Features Export

Results By Layer

ABSTRACTS	1	▶
BLOCKS	1	▶
CITY_LIMITS	1	▶

Your search returned 11 result(s) total.

Parcels (1)

[21900219000](#)

GEO ID: 21900219000
PID: 193465
TRACT NAME: 25
OWNER: BRAZOSPORT ISD IN TRUST
MAILING2: PO BOX Z
MAILING CITY: FREEPORT
MAILING STATE: TX
MAILING ZIP: 77542-1926
DEED REF: 2004-022950
LEGAL DESC: DIV - 8 SUBD - Bridge Harbor #2
BLK - 3 Lot - 25
LEGAL TYPE: LOT
NRHD: CFP
ABST SUB CD: S2190
CITY ID: 11
SCHOOL ID: 102
IMP HS VAL: 0
IMP NON HS VAL: 0
LVNG AREA: 0
EFF YR BLT: 0
RPSQFT: 0
IMP UNIT: 0
LND TYPE: S0
LND HS VAL: 0
LND NON HS VAL: 460
LND UNIT: 0.1
AG MKT: 0
AG USE: 0
TOTAL MKT VAL: 460
APPR VAL: 460
ASSESSED VAL: 460
CALC. ACREAGE: 0.148 ac
CALC. SQFT: 6451.797 sq ft
CALC. PRMTR: 339.383 ft
X COORDINATE: -95.2944698455
Y COORDINATE: 28.9631212276



CITY OF FREEPORT

August 17, 2015

NOTICE TO BIDDERS

Notice is hereby given that the City of Freeport will receive sealed bids for the following items:

Contract Mowing, Grounds Care, Flowerbed Maintenance

Bids will be received until 2:00 P.M., Monday, September 14, 2015 at which time they will be publicly opened and read. The bid award will be made at a regularly scheduled meeting of the City of Freeport City Council. Bid information and specifications may be obtained from the City of Freeport Secretary's office at City Hall, 200 West 2nd Street, 2nd Floor, Freeport Texas.

A pre-bid conference will be held at 10:30 A.M., Tuesday, September 8, 2015 at the Freeport Parks Department at 500 Brazosport Blvd., Freeport, TX 77541.

All bids will be marked "SEALED BID – "CONTRACT GROUNDS CARE", on the outside of a completely sealed envelope and submitted to the City Secretary, 200 W. 2nd St., 2nd Floor, Freeport, Texas 77541.

Delia Munoz
City of Freeport
200 W. 2nd St.
Freeport, Texas 77541
979/233-3526

ADS RUN August 21, 2015 & August 28, 2015
PRE-BID MEETING: Tuesday, September 8, 2015,
BID OPEN Monday, September 14, 2015

BID INVITATION

CITY SECRETARY'S OFFICE
City of Freeport
200 W. 2nd St.
Freeport, Tx. 77541
(979) 233-3526

DATE: September 14, 2015
BID NAME: CONTRACT GROUNDS CARE

ITEM(S) OUT FOR BID:

CONTRACT "GROUNDS CARE"

BID DEADLINE / OFFICIAL OPENING

Sealed bid proposals will be received until 2:00 p.m., Monday, September 14, 2015. at the Conference Room, Freeport City Hall, Freeport, Tx. 77541, at which time they will be publicly opened and read.

INSTRUCTIONS TO BIDDERS

1. Sealed bid proposals must be made and received prior to the opening date and time as specified. Late bids will be retained by the City, however they will not be opened nor considered in the evaluation of the bid.
2. Bids shall be plainly marked "Sealed Bid", and shall also be marked with the BID NAME as specified above, on the outside of a completely sealed envelope. The envelope shall be addressed to the City Secretary, City of Freeport, 200 W. 2nd St., Freeport, Tx. 77541. **NO BID WILL BE ACCEPTED VIA FAX.**
3. Bids that deviate from the specifications contained in this bid packet must have full descriptive data accompanying it. Such bids shall be considered "Alternate" bids, and shall be identified by the bidder as such.
4. All materials bid are to be bid FOB Freeport, Texas, delivered to the floor of the location indicated.
5. The City of Freeport, Texas, reserves the right to accept separate items in a bid unless this right is specifically denied by the bidder in writing at the time the bid is submitted.
6. In case of default after bid award, the City of Freeport, Texas, may (at the City's option) hold the awarded bidder or contractor liable for any and all resultant increased costs as penalty for such default.
7. The City of Freeport, Texas, reserves the right to accept or reject in part or all of any and all bids. All bids submitted must remain in force for at least (120) calendar days after official opening unless a different period is specified in bid. The City further reserves the right to accept any and all bids with or without trade-ins as specified.
8. The quantities shown may be estimates and may vary according to the requirements of the City of Freeport, Texas, throughout any contract period.
9. Item(s) bid are to be priced net each, including packaging and shipping. Trade-in values of items must be shown separately on bid proposals.
10. The City of Freeport assumes responsibility for the correctness and clarity of this bid. All information and/or questions pertaining to this bid shall be directed to the City of Freeport Secretary.
11. Any attempt to negotiate on the contents of this bid with the City of Freeport or its representatives prior to award may be grounds for disqualification.
12. The conditions and terms of this bid will be considered when evaluating for award.
13. The City of Freeport, Texas, is exempt from all sales and excise taxes. Tax exemption certificates will be furnished.
14. Descriptive literature of merchandise is requested to accompany a submitted Sealed Bid.
15. Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance with any specifications, instructions, and conditions of bidding shall be construed in the manner most favorable to the City.
16. Bids may be withdrawn at anytime prior to the official opening.
17. Bids may not be altered, amended or withdrawn after the official opening without the recommendation and approval of the Freeport City Manager.

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1.00 Standard Terms and Conditions

The City of Freeport, Texas desires to enter into a contract with reliable firm(s) to furnish "**Contract Mowing, Grounds Care and Landscaping Maintenance**" in accordance with the following specifications. Bids must be submitted on the forms provided herein.

Deviations from these minimum specifications are only acceptable when they tend to exceed specifications stated, or make the product bid stronger and more reliable. The apparent silence of these specifications as to any detail or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that only the best commercial practice shall prevail and that only material and workmanship of the first quality are acceptable. All interpretations of these specifications shall be made upon the basis of this statement.

It is understood that the City Council of the City of Freeport reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities of defects in such bids.

This document of minimum specifications shall be considered as the final performance contract. Adherence to these specifications shall be required except where expressly allowed. Any deviation not pre-approved by the City found to be non-compliant with these minimum specifications shall be considered as grounds for release from contract.

1.01 General Instructions

Each part of the bid package is broken into sections, and subsections. In the event a bidder cannot meet a specification, please state the exceptions for consideration on the SPECIFICATION COMPLIANCE CERTIFICATION FORM and furnish reason or rationale for non-compliance and specify alternatives offered, and why alternative has been selected.

Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the Buyer should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Freeport's interpretation shall govern.

A. Bids shall be submitted to the following address:

City of Freeport
200 W. 2nd St.
Freeport, Tx. 77541
Attn: Delia Munoz, City Secretary
Sealed Bid – CONTRACT MOWING/GROUNDS CARE

B. **Pre - Bid Conference: Tuesday, September 8, 2014 at 10:30 A.M.**

C. The Bidder must complete and return to the City Secretary's office, attached to this specification the "Bid Compliance Certification" form. **NO BID WILL BE ACCEPTED WITHOUT A SIGNED CERTIFICATION.**

D. **One (1) signed original and One (1) electronic version of the bid must be submitted.** The original must be unbound. The electronic version of the proposal must be provided in Adobe Acrobat format written to a single CD-ROM. The electronic version of the proposal must be an exact duplicate of the original hard copy proposal and both must comply with the format requirements of this Bid.

E. Proof of Insurance should be attached as a part of the bid.

F. **Four (4) commercial references (preferably municipalities or other accounts of such size) must be provided.** Each reference must include: customer who supervises contract, their position, address, phone number, scope of work vendor provides to customer, and length of time vendor has serviced customer.

G. To obtain results, copies of the bid sheets, specifications, bidding documents or if you have other questions, please contact:

City of Freeport City Secretary
Delia Munoz
(979) 233-3526

1.02 Funding

Funds for payment have been provided through the City of Freeport budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current City of Freeport fiscal year shall be subject to budget approval by the City Council.

1.03 Late Bids

Bids received in the City Secretary's Office after the submission deadline will be considered void and unacceptable. The City of Freeport is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the City of Freeport City Secretary's Office shall be the official time of receipt.

1.04 Altering Bids

Bids cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.05 Error-Quantity

Bid price must be submitted on units of quantity specified, extend, and total shown. In the event of discrepancies in extensions, the unit price shall govern.

1.06 Withdrawal of Bids

Any bid may be withdrawn prior to the scheduling time for opening. Notice to withdraw the bid must be in writing and submitted to the City prior to the scheduled time for opening bids. Any bid withdrawal notice which is received after the deadline for receiving bids shall not be considered.

1.07 Sales Tax

The City of Freeport is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Do not include tax in bid.

1.08 Pricing

Bidders are instructed to bid the total unit price on the item(s) specified where indicated on Tabulation sheet and to extend and show the total. In case of errors in extension, UNIT prices shall govern. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheets. Prices shall be all inclusive. No price changes, additions or subsequent qualifications will be honored during the course of the contract. Additional changes not shown on the bid will not be honored. All prices must be in ink.

1.09 Bid Award

If a contract is awarded, it will be awarded to the lowest responsible bidder meeting or exceeding the terms, conditions and specifications of the bid. The City has the right to award a contract upon the conditions, terms, and specifications contained in a bid submitted to the City for a period of up to one hundred twenty (120) days following the date specified for the opening of bids. In awarding a contract, the City may waive minor technicalities and informalities in the bid process and bids received if they are not material to or alter any of the conditions, terms, or specifications contained in the bid. In determining the lowest responsible bidder, the City may consider:

- A. Whether the bidder has adequate financial resources to comply with the contract awarded;
- B. Whether the bidder has a satisfactory record of performance with the City or other entities; and
- C. Any other factors that could be material to the bidder's ability to comply with the contract.

1.10 Split Award

The City of Freeport reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.

1.11 Delivery

All delivery and freight charges (FOB City of Freeport designated location) are to be included in the bid price and shall include all delivery and packaging costs. Deliveries will be acceptable only during normal working hours at the designated city municipal facility. The City of Freeport assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the city of damage.

1.12 Delivery Promise - Penalties

Quotations must show the number of calendar days required to place the materials in the possession of the City. **Do not** quote shipping dates.

When delivery delay can be foreseen, the bidder shall give prior notice to the purchasing department, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, of failure to meet specifications, authorizes the purchasing department to purchase goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

1.13 Contract

The bid, when properly supplemented by any bonds and/or certificate of insurance as may be required herein, and when accepted by City of Freeport, shall constitute a contract equally binding between the successful bidder and the City of Freeport. No invoices will be paid prior to acceptance of contract by City of Freeport.

1.14 Rejection of Bids

The City Council may choose to reject all bids and not award any contract. If the City Council does not award a contract within one hundred twenty (120) days following the date specified for the opening of bids, all bids are deemed to be rejected by the City Council.

1.15 Purchase Order

A purchase order shall be provided by the City of Freeport to the successful bidder. The purchase order number must appear on all invoices, packing lists and all related correspondence. The City of Freeport will not be responsible for any orders placed and/or delivered without a valid Purchase Order number.

1.16 References

The City of Freeport requests bidder to supply with this bid, a list of **four (4)** references where like products or services have been supplied by their firm. Include name of firm, address, telephone number and contact name on the contractor reference form.

1.17 Conflict of Interest

No public official shall have interest in this contract accept in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

1.18 Ethics

The bidder shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of the City of Freeport. More than one proposal on any one contract from a firm or individual under different names shall be grounds for rejection of all proposals in which the firm or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between bidders.

1.19 Insurance

The successful bidder shall comply with the insurance requirements marked below.

Successful bidder shall maintain:

Comprehensive General Liability Insurance, including contractual liability that meets the requirements of the State of Texas.

- A. Bodily Injury and Accidental Death \$1,000,000 per occurrence minimum
- B. Property Damage \$1,000,000 per occurrence minimum

Comprehensive Automobile Liability Insurance:

- A. Personal Injury and Accidental \$1,000,000 per occurrence minimum
- B. Property Damage \$500,000 per occurrence minimum

The City of Freeport shall be named as an additional insured on policies marked above.

Each insurance policy required above shall include, by endorsement to the policy, a statement that a notice shall be given to the City of Freeport by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

Complete Worker's Compensation and Employee's Liability Insurance in accordance with State of Texas laws and regulations shall be maintained during the life of this contract.

A valid certificate or certificates of insurance verifying each of the coverage's required above shall be issued directly to the City of Freeport within (10) business days after contract award by the successful bidder's insurance agent of record or insurance company. The certificates of insurance shall be sent to:

City of Freeport
Loni Kershaw
Human Resources Dept.
200 W. 2nd St.
Freeport, Texas 77541

If required, failure to provide valid certificate of insurance within time period allowed shall be cause for termination of this contract by the City.

Bidder and bidders insurance carrier waive any and all rights whatsoever with regard to subrogation against the City of Freeport as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this contract.

1.20 Contractor's Liability

The contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.

1.21 Descriptions

Specifications may reference established practices, standards, or techniques used in the industry. It is the intent of the City of Freeport to be **DESCRIPTIVE - NOT RESTRICTIVE** and to establish a desired quality level of performance to meet a pre-established standard of quality. Bidders may offer services of equal quality; and the burden of proof of such quality rests with them. The City of Freeport shall act as sole judge in determining quality and acceptability of services offered.

1.22 Addenda

Any interpretations, corrections or changes to this Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Freeport. Addenda will be mailed to all who are known to have received a copy of the Bid. Bidders shall acknowledge receipt of all addenda.

1.23 Bids Must Comply

Bids must comply with all federal, state, county and local laws concerning this type of good or service.

1.24 Documentation

Bidder shall provide with this bid response, all documentation required by this Bid. Failure to provide this information may result in rejection of bid.

1.25 Indemnification

The bidder shall indemnify, defend, and hold the City, its officers, agents, and employees, harmless from any claim, loss, damage, suit, and liability of every kind, including expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising from or caused by any act or omission of bidder, its officers, employees, agents, or subcontractors, in performing its obligation under this Contract.

1.26 Termination of Contract

The City of Freeport reserves the right to terminate the contract immediately in the event the successful bidder:

- Fails to meet performance schedules;
- Defaults in the performance of required duties;
- Otherwise fails to perform in accordance with this contract;
- Becomes insolvent and/or files for protection under the bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies which City of Freeport may have in law or equity. Bidder, in submitting this bid, agrees that City of Freeport shall not be liable to prosecution for damages in the event that the City declares the bidder in default.

1.27 Notice

Any notice provided by this bid or required by law to be given to the successful bidder by City of Freeport shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U.S. mail in Freeport, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

1.28 Patent/Copyrights

The successful bidder agrees to protect City of Freeport from claims involving infringements of patents and/or copyrights.

1.29 Invoices

Invoices submitted for payment shall be addressed to City of Freeport, Accounts Payable and shall reference the City of Freeport approved purchase order number. Periodic (monthly) payments will be made within 30 days receipt of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

1.30 Quality Control

Goods supplied under this contract shall be subject to approval as to quality and must conform to the highest standards of manufacturing practice. Items found defective or not meeting specifications shall be replaced at the supplier's expense within a reasonable period of time. Payment for defective goods failing to meet specifications is not due until 30 days after satisfactory replacement has been made.

1.31 Samples

When requested, samples shall be furnished to City of Freeport at no charge.

1.32 Law Governing and Venue

This Contract shall be governed by the law of the State of Texas and no lawsuit shall be prosecuted on this Contract except in a court of competent jurisdiction located in Brazoria County, Texas.

1.33 Assignment

The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of Freeport.

1.34 Silence of Specification

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

1.35 Warranty

Successful bidder shall warrant that all items or services shall conform to the proposed specifications and all warranties as in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

1.36 Drug and Alcohol Testing

The Contractor shall provide a drug and alcohol testing policy with bid, outlining the contractor's drug testing procedures. The expense of the drug testing shall be that of the contractor. When reasonable cause exists to believe that a contractor's employee is violating the provisions of the City's Substance Abuse Guidelines, the City reserves the right to inspect all contractor work areas, which include any personal items brought onto city premises including personal vehicles. Any violation of the provisions of the City Substance Abuse Guidelines by a contractor or contract employee will result in the immediate removal from the work site. A copy of the City's Substance Abuse Guidelines may be obtained from the Human Resources Department.

2.00 City Responsibilities

2.01 Contract Administrator

Under this contract, the City of Freeport has designated the **Parks Director** as the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrators will serve as liaison between the City of Freeport City Manager (who has the overall contract administration responsibilities) and the successful bidder.

Scheduling and concerns that need to be addressed should be covered with the Parks Director.

Gilbert Arispe, Asst. City Manager/Parks Director
garispe@freeport.tx.us
979/233-3306

2.02 Payment to the Contractor

After the completion of service, the contractor shall render to the Accounting Department, his billing for work done. City issued Purchase Order number must be referenced on all billing statements. Billing shall be allowed in quarterly increments per item should inclement weather prevent complete performance of a job, and then only upon a visual inspection by the Parks Supervisor. Payment will be issued within 30 days of receiving invoices.

2.03 Performance Changes due to Change in Scope of Maintenance

After the completion of contract commencement, should any contract area change significantly in scope of performance, such that it significantly impacts the quantity or quality of work performed by the contractor, the City shall make allowance for Contractor to submit a new bid price to be re-considered by the Council of the City of Freeport.

3.00 Minimum Specifications for Contract Mowing:

Comply

3.01 Factors Considered in Awarding Bid

Price will not be the only consideration in making award. Contractors will be evaluated on the basis of price, experience in commercial mowing, city's past experience with service, vendor's past performance, communication and follow-through, and city's evaluation of the vendor's ability. Bidders who have established history of poor service and poor quality may be excluded from consideration.

Yes No

3.02 Contract Duration

This contract will become effective upon the issuance of a work order by the City and will extend for a period of one year or until contract funds are expended, or when in the City's interest, maintenance is not being performed to the maximum quality expected, whichever occurs first.

Yes No

This contract is renewable for a period of up to three additional one year periods as long as continued funding has been appropriated and approved by the city council each budget year during the length of the contract. If the contract is renewed, a 2% increase in price will be allowed.

3.03 Contract Commencement

The Contractor will be given written notice when to begin mowing. The contractor will be given the number of sites to be mowed and maintained, the number of working days allowed to complete the work and the date when the mowing will be started.

Yes No

3.04 Primary Responsibility

The Contractor shall not sub-contract any portion of this contract.

Yes No

3.05 Measurement

The unit of measurement for all sites, regardless of classification, is **per visit**.

Yes No

3.06 Herbicide/Pesticide Licensure

The Contractor shall maintain a Structural Pest Control Board of Texas, or Texas Department of Agriculture Pesticide Applicator license, and shall provide a copy of this license to the City.

Yes No

3.07 Contractor Accidents/Damage Responsibility

The Contractor will be solely responsible for damages that may occur to any or all City facilities and structures (trees, shrubs, sprinkler heads, pipes, gates, or fences, etc.), property of citizens (automobiles, fences, windows, etc.), or contractor equipment (mowing, trucks, etc.).

Yes No

Reporting

All accidents must be reported within 48 hours to the City of Freeport Parks Supervisor. Citizens shall be contacted within 24 hours by Contractor once notified by City. City shall be notified of status of claim weekly until resolved. Failure to resolve claim to the satisfaction of the City shall be ground for termination of contract.

Yes No

Repairs/Replacement

Contractor-induced damage to trees, plants, shrubs, or turf shall be rightfully corrected at the contractor's expense. Trees or shrubs shall be replaced with like materials. Damage due to

Yes No

herbicide misuse, equipment contact, or hand damage of said plant materials shall be corrected. Sand leveling and repairs of turf ruts from contractor equipment shall be required immediately.

3.08 Employee Uniform

All Contractor employees are required to wear a company issued shirt and cap that identifies the Contractor by name and the employee by name.

Yes No

3.09 Safety Requirements

Personal Protective Equipment

All employees who are working on an esplanade or within ten (10) feet of a city street must wear an orange safety vest. All employees shall wear protective eyewear meeting the Z89.1 safety specification when operating motorized equipment.

Yes No

Traffic Work Zones

The Contractor is required to provide and utilize all necessary traffic directional safety equipment, such as traffic safety cones, traffic warning and safety signs, barricades, or barriers, etc. All devices must comply with the "Texas Manual on Uniform Traffic Control Devices", published by the Texas Department of Transportation. In addition, the use of a flag man will only be allowed where use of all other devices is inadequate to effectively warn oncoming vehicles. If Contractor needs to barricade a street or part of a street or impede traffic in any way, at least (3) days prior to this need, he shall submit a traffic safety plan to the Parks Director for approval. Contractor shall not barricade a street or part of a street or impede traffic without the city's approval.

Yes No

3.10 Mowing Time Limits

The Contractor shall begin specified mowing within seven (7) days after the date of written Notification to begin work and shall continuously prosecute same with such diligence as will enable to work to be completed within the designated number of working days specified. The contractor shall notify the Parks Supervisor at least twenty-four (24) hours before beginning work.

Yes No

3.11 Working Day

A working day is defined as a calendar day, not including Sundays or legal holidays authorized in the work order, in which weather or other conditions not under the control of the Contractor will permit mowing for a continuous period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m. When seven (7) hours of mowing cannot be performed, a charge shall not occur against the contract working time. Work on Sunday will not be permitted except in cases of extreme emergency and then only with the permission of the Parks and Recreation Director.

Comply

Yes No

Failure to consistently complete mowing in the working days specified by the Parks Department may result in the termination contract.

Yes No

3.12 Weather

Mowing will not be permitted, nor will a charge be incurred against the contract, when in the opinion of the Parks Supervisor, soil or weather conditions are such that a Park or Median will be damaged. The contractor shall endeavor to resume and maintain the allotted scheduled frequency to the best of their ability for that month following adverse weather. If agreed upon minimum frequency for that given month cannot be maintained, the Contractor shall forfeit responsibility for maintenance and billing of the affected time period for that month.

Yes No

3.13 Job Completion, Inspections, and Meetings

Job Completion

Contractors are to follow the schedule included. All jobs are to be completed within the specified week as outlined unless otherwise approved by the appropriate City Supervisor. With approval of the City, schedule may be flexed to handle unforeseen schedule issues.

Yes No

Inspections

The City shall inspect mowing locations to verify quality of work performed and shall notify the contractor within twenty-four (24) hours of inspection of unacceptable performance. Contractor shall respond within twenty four (24) hours and correction shall be made within seventy-two (72) hours. In the event no inspection notification is received by the Contractor the Contractor shall assume that performance was acceptable and payment will be approved.

Yes No

Meeting

Monthly or upon request, a Landscape Supervisor employed by the Contractor shall tour all contracted properties with the Parks Supervisor.

Yes No

3.14 Litter Removal

The Contractor shall immediately remove and properly dispose of any debris and litter found in the park area or median. This shall be done immediately before mowing. Mowed grass shall be removed from sidewalks, road areas, and landscaped beds immediately after mowing.

Yes No

Comply

3.15 Mowing Height

Mowers shall be adjusted for a cutting height not greater than 2 inches. Where hand trimming is required, the grass shall be cut to a height as determined by the Parks & Recreation Department.

Yes No

3.16 Equipment Safety Requirements

All equipment shall be operated in compliance with the manufacturer's, contractor's, and City's recommended safety guidelines,

Comply

3.161 Guards, Chains, Shields, Deflectors

All equipment shall contain the proper original manufacturers or approved third parties' safety guards, shields, safety chains, or debris deflectors. All mowers shall be outfitted with mulching plates to deflect and deter thrown grass or foreign objects. Trimmers and edger's shall have all proper belt guards, blade guards, or like devices in place. Tractor mowing decks, if used, shall have safety chains, pto guards, and all safety devices in proper working condition.

Yes No

3.162 Individual Equipment Operation and Employee Training

All equipment operators shall be properly trained in the safe operation of the equipment and shall be personally responsible for their individual and coworker safety, as well as the safety of public passers-by and vehicular traffic.

Yes No

4.00 Operating Specifications

4.01 Standard Operating Procedures for Contractor Litter Control

Task: Litter, Limb, and Debris Removal
Frequency: Each Visit
Procedure:

Comply

4.011 Inspect and remove litter, limbs, and debris from grounds of parks, facilities, parkways, medians and landscape beds.

1. Inspect and remove at litter and debris before mowing and place into bags.
2. Collected litter bags shall be placed into a dumpster at a suitable nearby site or at the City's Service Center.
3. Limbs, branches, or other organic matter shall be disposed of at the city's chipping site.

Yes No

4.02 Standard Operating Procedures for Mowing Operations

Task: Mowing
Frequency: Each Visit
Procedure:

4.021. Inspect and ensure safe and proper machine condition, operation and use.

1. Discharge chutes are to remain attached and down in a protective position during operation.
2. Discharge chutes are to be aimed away from on-coming traffic, pedestrians, or vehicles where practicable.
3. Mowers shall be removed from operation in school zone areas during zone operation times.

Yes No

4.03 Standard Operating Procedures for Line Trimming & Edging

Task: Line Trimming & Edging
Frequency: Each Visit
Procedure:

4.031 Line Trimming

1. Line trimming shall be performed around all obstacles to a height equal to or less than the height of all mowed areas.
2. Line trimming shall be performed around all fences and ground obstacles.
3. Line trimming shall be performed at all street curb joints to prevent weed growth into the street.

Yes No

4.032 Edging

1. Edging shall be performed on all curbs and sidewalks. All streets, sidewalks, and curbs shall have cut materials removed by either blowing or sweeping removal of cuttings. Material shall not be blown into street or drainage inlets.

Yes No

Yes No

4.04 Standard Operating Procedures for Contractor Bed and Bern Maintenance

Task: Bed & Bern Maintenance
Frequency: Each Visit
Procedure:

Comply

4.041	<u>Remove Litter</u> 1. Inspect and remove litter from decorative beds and grounds on each visit. 2. Place litter into bags and dispose of into dumpster.	_____ Yes	_____ No
4.042	<u>Remove Weeds</u> 1. Remove weeds, volunteer trees, and grasses from established beds by hand, without harming established bedding plants. 2. Hand removed plants shall not be thrown onto the ground and mowed over.	_____ Yes	_____ No
4.043	<u>Chemically Treat for Remaining Weeds</u> 1. Post-emergent treatment Decorative beds shall be treated with an appropriate post-emergent chemical (such as glyphosate, or roundup) using a touch applicator or backpack sprayer with wand shroud only , according to manufacturer's instructions. 2. Pre-emergent treatment Decorative beds shall be treated with a granular or liquid pre-emergent chemical according to manufacturer's instructions, if needed, up to four times per year .	_____ Yes	_____ No
4.044	<u>Edge & Define Bed Borders</u> 1. Weed eat or edge bed borders to redefine edges and inhibit further invasive growth by unwanted weeds or grasses. 2. Remove loose or leftover materials immediately and dispose of properly.	_____ Yes	_____ No
4.045	<u>Trim Shrubs & Decorative Plants at each visit as needed</u> 1. Shrubs and decorative plants achieving growth significant enough to escape the confines of decorative beds, or found to impede the proper flow of pedestrian traffic on sidewalks are to be trimmed so as to maintain growth to within the borders of the decorative bed. 2. All trimming techniques must be to standard industry practice, with all cuts taking branches back to a main growth unit or trunk. Hedge trimming and de-heading of flowering plants shall be excluded from this requirement, and are therefore outlined in item 7 below. 3. Shaped shrubs must be trimmed in a manner consistent with existing plant shape. 4. Dead or diseased branches are to be removed to promote regenerative growth and vigor of the remaining plant. 5. Where complete death of shrub or plant has occurred, the affected plant is to be removed immediately or at the next most opportune time, with replacement to be performed by the City. 6. All roots are to be removed as best possible to a depth of at least six (6) inches below soil grade, and appropriate soil, mulch, or other like fill is to be used to blend the repaired area into the existing bed design. 7. Wedge trimming shall be utilized to maintain in an "as-is" condition upon time of maintenance assumption. 8. Flowering plants, bulbs, or native flowers are to have their spent heads removed following bloom production and only after wilt of bloom has started .	_____ Yes	_____ No
4.046	<u>Use of Fertilizers is Prohibited</u> 1. No fertilizers of any type are to be used by contract maintenance in bedding areas.	_____ Yes	_____ No

4.05 Standard Operating Procedures for Mowing Operations

Task: Tree Trimming and Sago Palm Care
Frequency: Each Visit As Needed
Procedure:

- 4.051. Trim low-hanging limbs to ensure maximum mower access to tree trunk areas.
1. Trim all low-hanging limbs protruding into operator equipment and reach zone. (Typically within six feet of ground). Yes _____ No _____
- 4.052. Remove pups from Sago Palms trunks
1. Remove pups from Sago palms using a hand trowel or other similar tool at every visit as needed. Yes _____ No _____

SPECIFICATIONS FOR MOWING LOCATION

5.01 Maintenance Areas:

- 5.011 Memorial Park
Includes all grounds and bed work on Park Street between Second St. & Fourth St. (including the two beds in front of the Freeport Museum on the East side of Park Street.
- 5.012 600 Blk of Second Street.
Includes all grounds and beds in the Right of Ways between curb and sidewalk between Oak St. and the railroad trestle west side.
- 5.013 Second Street Medians
Includes all grounds and beds in the median from 288 to Yaupon. Includes Right Of Ways on the North side of Second Street from Arbutus to Yaupon and the South side of Second from CVS to Yaupon
- 5.014 1800 Blk of Fourth Street North side
Includes all Right of Way grounds between curb and sidewalk from 288 to Dixie
- 5.015 Hwy 288
Includes all Right of Way grounds and beds from Hwy 36 Bridge to Fourth Street on medians and selected Right of Way areas on both sides of 288
- 5.016 Hwy 288
Includes all Right of Way grounds and beds from Second Street to Victoria Street (both sides of highway and on medians)
- 5.017 Hwy 288
Includes all Right of Way grounds and beds from Victoria Street to Chlorine Road (both sides of highway including median)
- 5.018 Gulf Blvd Right of Way – 288 to Velasco Blvd
- 5.019 Velasco Blvd. Right of Way – Ave A to Gulf Blvd.(both sides street)
5. 020 Second St – Includes all Right of Way grounds from Velasco Blvd to Yaupon

CONTRACTOR REFERENCES

Customer Name:	
Contact:	Title
Address:	Phone No.:
Scope of Work:	Length of Service:

Customer Name:	
Contact:	Title
Address:	Phone No.:
Scope of Work:	Length of Service:

Customer Name:	
Contact:	Title
Address:	Phone No.:
Scope of Work:	Length of Service:

Customer Name:	
Contact:	Title
Address:	Phone No.:
Scope of Work:	Length of Service:

Customer Name:	
Contact:	Title
Address:	Phone No.:
Scope of Work:	Length of Service:

CITY OF FREEPORT SPECIFICATION COMPLIANCE CERTIFICATION FORM

The firm of _____ offers the City of Freeport, for the price stated on the bid invitation (and assures intent to deliver within the specified time interval), the following unit(s) or item(s):

Unit Manufacturer & Model
No. _____

EXCEPTIONS TO SPECIFICATIONS (If Any)

Item No.	Explanation

The above item as detailed per specifications and any exceptions if offered (check one):

Without exceptions

With exceptions as noted above.

CERTIFICATION OF AUTHORIZED REPRESENTATIVE:

I hereby certify that I possess the authority to submit a bid on behalf of the firm I represent and by my signature hereon I certify that the services/unit(s) I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Standard Terms and Conditions and Technical Specifications and Bid Sheets. Further, I agree that if my bid is accepted, I shall perform as required in these contract documents. I am aware that, once accepted by City of Freeport, my bid becomes a binding contract in accordance with the provisions herein of the aforementioned contract documents, and that I will not be permitted to attempt enforcement of any other contract or contract provisions.

Firm Name: _____

Authorized Representative: _____

Signature: _____

Title: _____

Date: _____

BID PROPOSAL

In addition to providing Unit Price and Group Total, vendor/bidder must also specify Manufacturer and Stock number where applicable. Please note: "Approximate Monthly Visits" signify the estimated number of monthly visits expected. The "Monthly Quote" is the monthly amount you would expect to receive for all the visits indicated.

5.01	GROUP ONE INDIVIDUAL PRICES	Planned Visits	
Item No.	Item Description	Approximate Monthly Visits	Cost for each Visit
5.011	Memorial Park (Park Ave – 2 nd St. to 4 th Streets)	4	\$
5.012	600 Blk. Second St. - Right of Way from Railroad Trestle to Oak St. (curb to sidewalk only)	4	\$
5.013	Second St. Medians – 288 to Yaupon	4	\$
5.014	1800 Blk. Of Fourth St. North side – Dixie to Hwy 288 (curb to Oleanders)	4	\$
5.015	Hwy 288 – Fourth St. to Hwy 36 bridge	4	\$
5.016	Hwy 288 - Second St. to Victoria Street (both sides of hwy)	4	\$
5.017	Hwy 288 – Victoria Street to Chlorine Rd (both sides of hwy including median)	4	\$
5.018	Gulf Blvd Right of Way – 288 to Velasco Blvd	2	\$
5.019	Velasco Blvd. Right of Way – Ave A to Gulf Blvd.(both sides street)	2	\$
5.020	Second St. – Velasco Blvd. to Yaupon – includes all right of ways grounds	4	\$
GROUP PRICE TO DO ALL THE ABOVE			\$

We quote the above FOB Freeport, Texas. Shipment can be made in _____ days from receipt of order.
 Terms _____ net if not otherwise indicated. The bidder agrees that award of any items, all or in part, by the City of Freeport, Texas, within a reasonable period of time constitutes a contract.

BIDDER: _____
ADDRESS: _____
PHONE & FAX: _____
EMAIL: _____

AUTHORIZED REPRESENTATIVE _____
TITLE

AUTHORIZED SIGNATURE _____
DATE

INSTRUCTIONS FOR CONFLICTS OF INTEREST QUESTIONNAIRE

H.B. 1491, passed during the 2007 Texas legislative session, became effective on October 1, 2007. The bill amends Local Government Code Chapter 176, requiring people who contract with or seek to contract with local governments to file a "Conflict of Interest Questionnaire" (CIQ). The CIQ is attached.

Who must complete the CIQ?

- Any person who contracts or seeks to contract with the City of Freeport; and
- An agent of a person who contracts or seeks to contract with the City of Freeport.

To what type of contracts does the bill apply?

Any written agreement for the sale or purchase of real property, goods, or services.

When must a person file the CIQ?

No later than seven days after the date the person begins contract discussions or negotiations with the city, or submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City.

How do I go about filling out the Conflict of Interest Questionnaire form?

Each number below corresponds with the number on FORM CIQ:

1. Fill in the full name of the person (you) who is trying to do business with the City.
2. Updates are required within 7 business days after an event that makes a statement in a previously filed CIQ incomplete or inaccurate.
3. Name the public officer with whom you have an employment or other business relationship and answer all questions.
4. Sign.

NOTE: If you are not aware of a Conflict of Interest in any business relationship that you might have with the City, use N/A in each of the areas on the form as described above.

However, a signature is required in the #4 box in all cases.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

OFFICE USE ONLY

This questionnaire is being filed in accordance with Chapter 176 of the Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with the City of Freeport and the person meets the requirements under Section 176.006(a).

Date Received:

By law this questionnaire must be filed with the City Secretary of the City of Freeport not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

1. **Name of person who has a business relationship with the City of Freeport.**

2. **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the City Secretary not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. **Name of local government officer with whom filer has employment or other business relationship.**

Name of Officer

This section must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of questionnaire?

Yes _____ No _____

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not from the City of Freeport?

Yes _____ No _____

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes _____ No _____

D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with the government entity

Date

NOTICE OF PUBLIC BUDGET HEARING

BE IT KNOWN that on Monday, September 8, 2015, beginning at 6:00 o'clock, p.m., the City Council of the City of Freeport, Texas, will conduct a PUBLIC HEARING at the Police Department Municipal Courtroom of the City of Freeport, Texas, located therein at 430 North Brazosport Boulevard, on the PROPOSED BUDGET of the City for the FISCAL YEAR 2015-2016, which may be EXAMINED on request at the Office of the City Manager, 200 West Second Street, Freeport, Texas 77541, during normal business hours. WRITTEN COMMENTS concerning the budget must be mailed to arrive at or be delivered in person to the office of the City Manager at such last mentioned address prior to 5:00 p.m. on the day of such hearing. VERBAL COMMENTS will be accepted at the time of the hearing.

THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$90,201 OR 4.01%, AND OF THAT AMOUNT, \$24,710 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

Delia Muñoz, City Secretary
City of Freeport, Texas

2015 Governing Body Summary #1B*

Comparison of This Year's Tax Levy with Last Year's Tax Levy

CITY OF FREEPORT

Date: 07/30/2015

Last Year's Total Tax Levy**: \$2,290,545

DESCRIPTION OF TAX RATE	TAX RATE PER \$100	THIS YEAR'S TAX LEVY ***	TAX LEVY INCREASE****
Last Year's Tax Rate	\$0.675586	\$2,616,009	\$325,464
Effective Tax Rate	\$0.645642	\$2,500,060	\$209,515
Notice & Hearing Limit*****	\$0.645642	\$2,500,060	\$209,515
Rollback Tax Rate	\$0.671524	\$2,600,280	\$309,735
Proposed Tax Rate	\$0.645642	\$2,500,060	\$209,515

2014 M & O Taxes: \$1,719,532

2015 Debt Rate: \$.148064 (must adopt)

Effective Rate as 2015 Tax Rate

NO TAX INCREASE

Debt Rate: \$.148064
M & O Rate \$.497578 = M & O taxes \$1,926,725 additional \$207,193 above 2014
Total Effective Rate \$.645642

Rollback Rate as 2015 Tax Rate

THIS IS A 4.01% TAX INCREASE

Debt Rate: \$.148064
M & O Rate \$.523460 = M & O taxes \$2,026,946 additional \$307,414 above 2014
Total Rollback Rate \$.645642

August 17, 2015

“ I propose a tax increase o 4.01% above the Effective Tax Rate based on a total tax rate of \$0.671524 per \$100 in value, and two public hearing be scheduled to discuss and consider such proposed tax rate, one on September 3rd, and September 8th, at 6:00 p.m.

The Record Vote being:

For _____	Against _____
_____	_____
_____	_____
_____	_____
_____	_____

ORDINANCE NO. 2015-2093

AN ORDINANCE OF THE CITY OF CLUTE, TEXAS, CONTAINING A PREAMBLE; AMENDING CHAPTER 33 OF THE CODE OF ORDINANCES OF SAID CITY TO ADD THERETO A NEW SECTION, TO BE KNOWN AS SECTION 33.011 PROVIDING FOR THE APPOINTMENT BY THE CITY COUNCIL, AT THE REQUEST OF THE MUNICIPAL COURT JUDGE, OF AN ASSISTANT MUNICIPAL COURT JUDGE AND ONE OR MORE TEMPORARY MUNICIPAL COURT JUDGES, AND TO PROVIDE FOR THE QUALIFICATIONS, COMPENSATION AND POWERS AND DUTIES OF ALL SUCH JUDGES; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City of Freeport, Texas, ("the City") is a "Home Rule City" and a "Home Rule Municipality" lying and situated in Brazoria County, Texas, as described in and defined by Section 5, Article XI of the Constitution of Texas and Section 1.005 of the Local Government Code of Texas, respectively; and,

WHEREAS, Sections 26.041, 51.072 and 54.004 of the Local Government Code, Sections 29.004(a) and 29.007(g) of the Government Code and Section 2.01, Item (u) of Section 3.07 and Item (e) of Section 4.05 of the Home Rule Charter of the City authorize the City Council thereof to adopt the provisions of this Ordinance; and,

WHEREAS, the City Council of the City has determined and does here now declare that the adoption of this ordinance is necessary to the health, safety and general welfare of the inhabitants of the City and persons who are complainants and defendants in the Municipal Court of the City.

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

First, Chapter 33 of the Code of Ordinances of the City is hereby amended to add thereto a new section, to be known as Section 33.011 and which shall read as follows:

■33.01 Judges

"(a) The city council may, at the request of the regular judge of the municipal court duly appointed as provided in Item (b) of Section 4.05 of the Home Rule Charter of the City, appoint by written resolution an assistant judge who shall sit concurrently with the regular judge when the regular judge is unable to sit in any case. The assistant judge shall be a competent person who shall receive as compensation for such service such sum of money as the city council may appropriate in the annual budget.

"(b) The city council may also, at the request of the regular judge duly appointed as provided in Item (b) of Section 4.05 of the Home Rule Charter of the City, appoint by written resolution one or more temporary judges each of whom shall be authorized to sit for the regular judge in the event both the regular judge and the assistant judge are temporarily unable to act for any reason. Each temporary judge shall be a competent person but shall not receive any compensation for such service.

"(c) The assistant judge and each temporary judge shall serve at the pleasure of the city council and, when acting as such, shall have all the powers and duties of the regular judge duly appointed as provided in Item (b) of Section 4.05 of the Home Rule Charter of the City."

Second, in the event any section or provision of this ordinance is found to be unconstitutional, void or inoperative by the final judgment of a court of competent jurisdiction, such defective provision, if any, is hereby declared to be severable from the remaining sections and provisions of this ordinance and such remaining sections and provisions shall remain in full force and effect.

Third, this ordinance shall take effect and be in force from and after its passage and adoption.

READ, PASSED AND ADOPTED this _____ day of _____, 2015.

Norma Moreno Garcia, Mayor,
City of Freeport, Texas

ATTEST:

Delia Munoz, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Wallace Shaw, City Attorney,
City of Freeport, Texas

C:\Freeport.Ord\MunCt-Alt&TempJudges-Ord

AN RESOLUTION OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; APPOINTING A TEMPORARY MUNICIPAL COURT JUDGE; CONTAINING A SEVERANCE CLAUSE; PROVIDING THAT THIS RESOLUTION SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION; AND PROVIDING THAT THE ORIGINAL OF THIS RESOLUTION SHALL BE MAINTAINED BY THE CITY CLERK IN THE PERMANENT RECORDS OF SAID CITY.

WHEREAS, the City of Clute, Texas, hereinafter sometimes "the City," is a "Home Rule City" and a "Home Rule Municipality" lying and situated in Brazoria County, Texas, as described in and defined by Section 5, Article XI of the Constitution of Texas and Section 1.005 of the Local Government Code of Texas, respectively; and,

WHEREAS, Sections 26.041, 51.072 and 54.004 of the Local Government Code Sections 29.004(a) and 29.007(g) of the Government Code, Section 2.01, Item (u) of Section 3.07 and Item (e) of Section 4.05 of the Home Rule Charter of the City, and Subsection (b) of Section 33.001 of the Code of Ordinances of the City authorize the City Council thereof to adopt the provisions of this Resolution; and,

WHEREAS, the City Council of the City has determined to here now declare that the adoption of this resolution is necessary to the health, safety and general welfare of the inhabitants of the City and persons who are complainants and defendants in the Municipal Court of the City.

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

First, the City Council of the City hereby appoints JACK BROWN to serve, at the pleasure of the City Council, as a Temporary Municipal Court Judge for the City.

Second, in the event any section or provision of this resolution is found to be unconstitutional, void or inoperative by the final judgment of a court of competent jurisdiction, such defective provision, if any, is hereby declared to be severable from the remaining sections and provisions of this resolution and such remaining sections and provisions shall remain in full force and effect.

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

Fourth, the original of this resolution, after execution and attestation, shall be maintained by the City Clerk in the permanent records of the City.

READ, PASSED AND ADOPTED this _____ day of _____, 2015.

Norma Moreno Garcia, Mayor,
City of Freeport, Texas

ATTEST:

Delia Munoz, City Secretary,
City of Clute, Texas

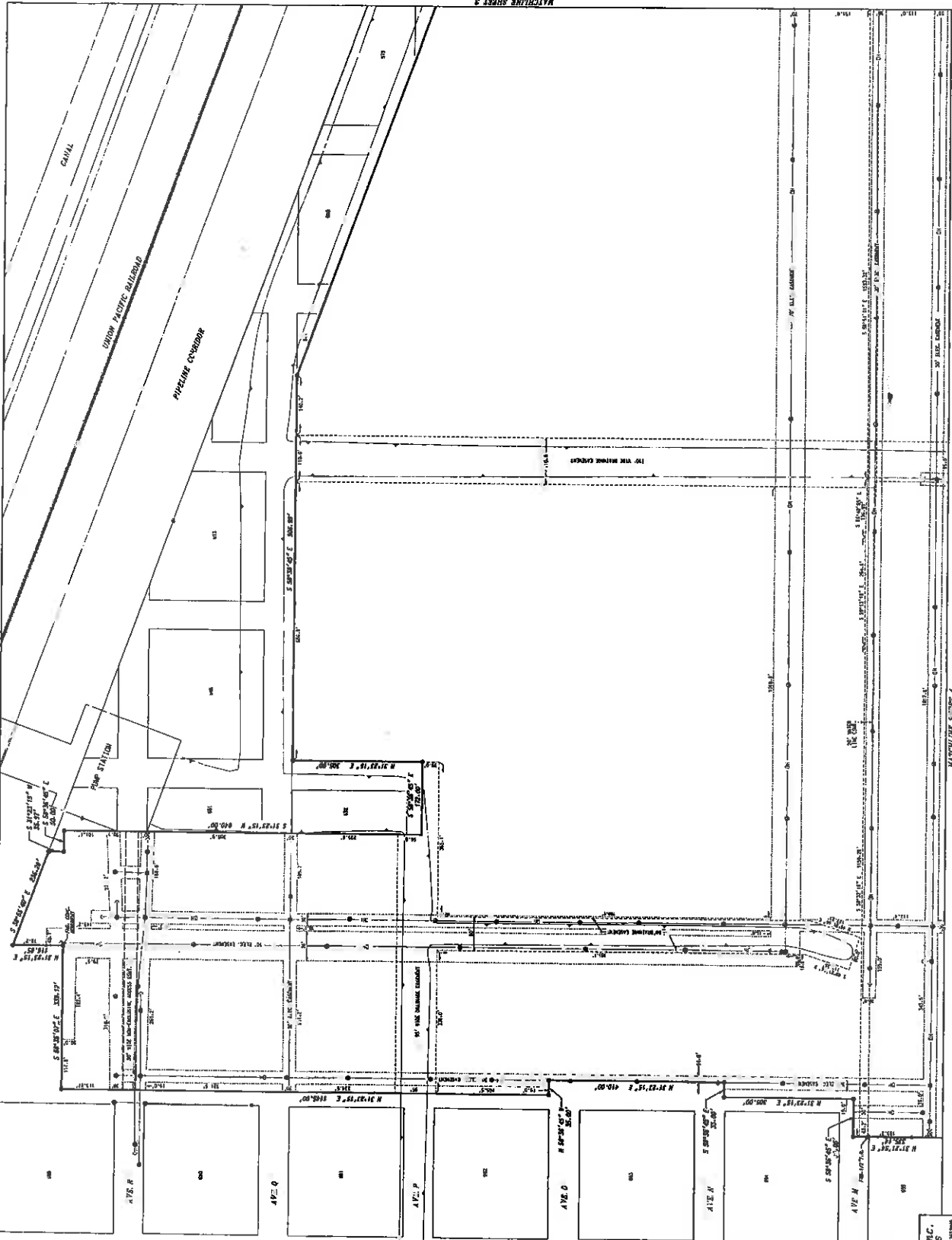
APPROVED AS TO FORM ONLY:

Wallace Shaw, City Attorney,
City of Freeport, Texas

C\Freeport.Rsl\MunCtTempJdg-Rsl

BRAZOSIA COUNTY
TEXAS

ALEXANDER CAUIT SURVEY
ABSTRACT 49



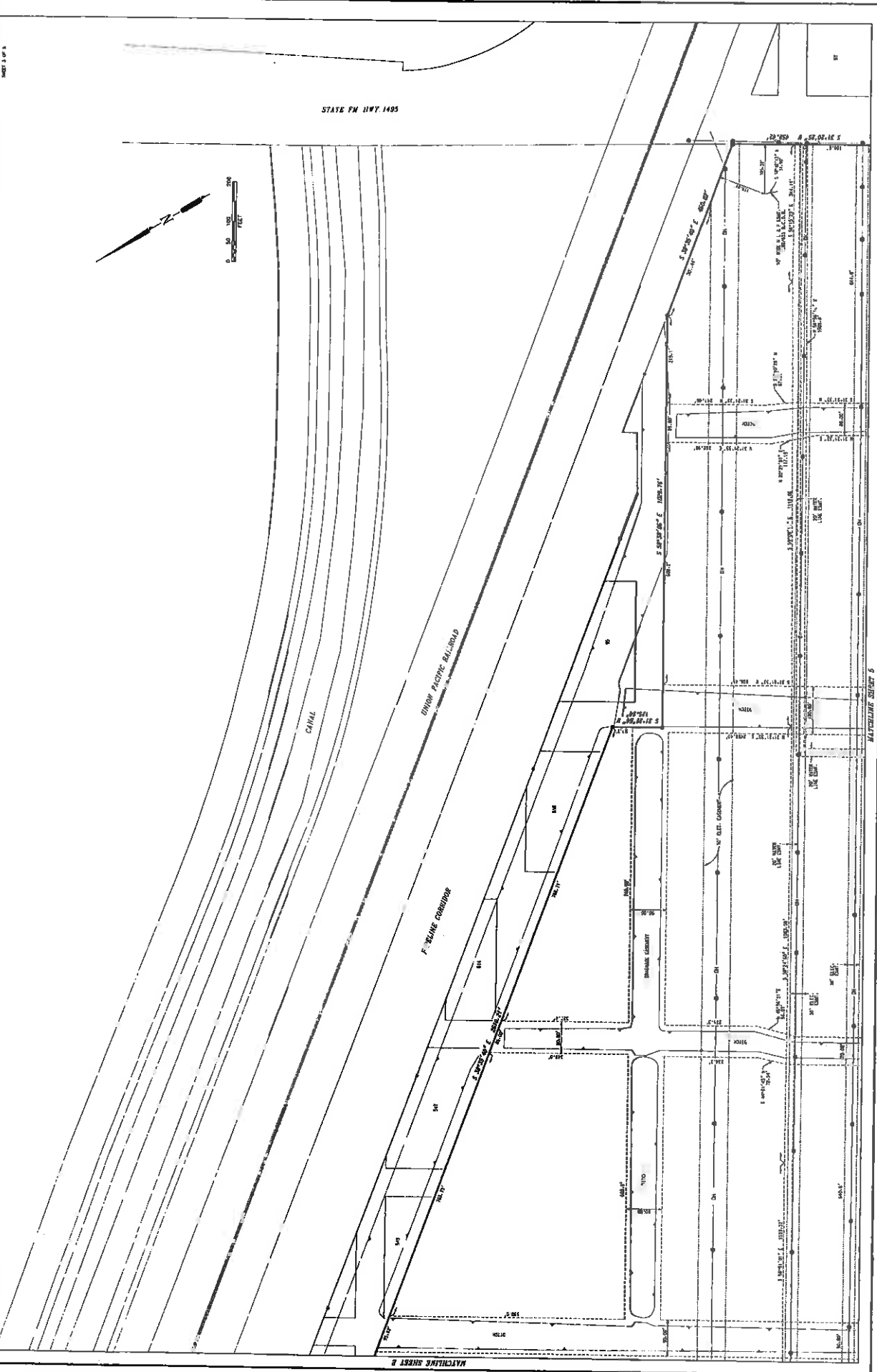
MATCHLINE SHEET 3

MATCHLINE SHEET 4

Doyle & Wachtletter, Inc.
Surveying and Mapping, GPS/GIS
10000 West Loop South, Suite 1000, Houston, Texas 77042
Phone: 713.865.1111
Fax: 713.865.1112
www.doylewachtletter.com

Sheet 3 of 4

DATE: 11/15/11
BY: J. W. DOYLE
CHECKED: J. W. DOYLE
SCALE: AS SHOWN
PROJECT: ALEXANDER CAUIT SURVEY ABSTRACT 49



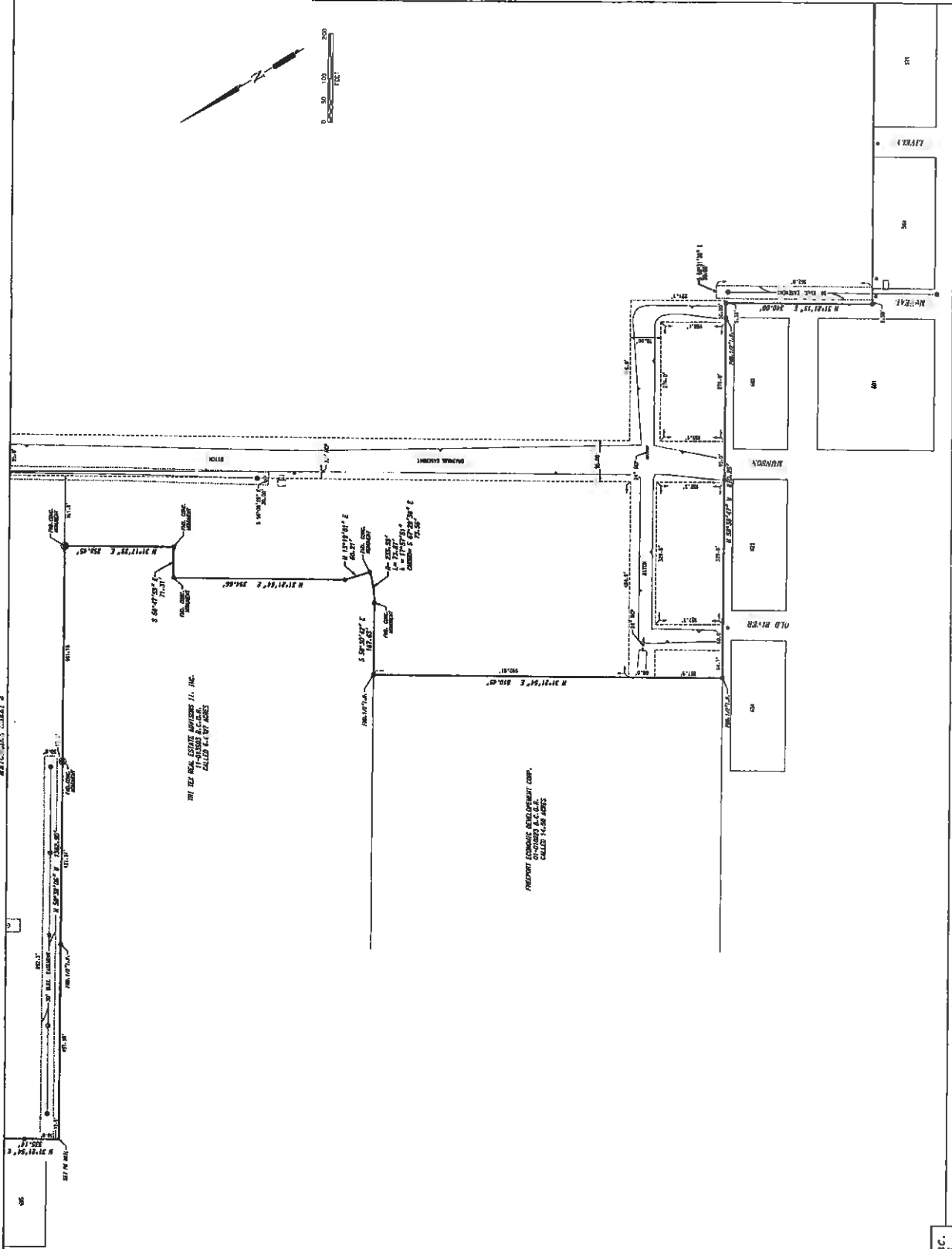


MATCHLINE SHEET 2

BRAZOSIA COUNTY TEXAS

THE TEX REAL ESTATE ASSOCIATES II, INC.
11-01-0000 B.C.C.A.L.
CALLED T.C. LOT AGES

FRONTRIDGE DEVELOPMENT CORP.
CALLED T.C. LOT AGES



Doyle & Wachstetter, Inc.
Surveying and Mapping, OREGON
1000 NE Oregon Street, Portland, Oregon 97232
503-255-1111
www.doyleandwachstetter.com

DATE: 10/12/2011
PROJECT: FRONTRIDGE DEVELOPMENT CORP. CALLED T.C. LOT AGES
DRAWN BY: J. WACHSTETTER
CHECKED BY: J. WACHSTETTER
SCALE: AS SHOWN

