

NOTICE OF PUBLIC HEARING
THE FREEPORT CITY COUNCIL
MONDAY JULY 11, 2016, 6:00 P.M.
FREEPORT MUNICIPAL COURT ROOM
FREEPORT POLICE DEPARTMENT, 430 NORTH BRAZOSPORT BLVD.
FREEPORT, TEXAS
AGENDA

1. Call to order.
2. Invocation.
3. Pledge of Allegiance.
4. Attending citizens and their business.
5. Consideration of approving June 20, 2016 Council Minutes. Pg. 569-572
6. Consideration of approving Resolution 2016-2498 reappointing Lesa Girouard, and appointing Sandra Loeza and Johnathan Sublet to the Planning Commission of the City of Freeport. Pg. 573
7. Consideration of approving Resolution No. 2016-2499 appointing Julie Swain and Richard W. Fisher to the Library Board of the City of Freeport. Pg. 574
8. Consideration of approving Resolution No. 2016-2500 reappointing Eric Hayes, Annette Sanford and Raul Ramirez to the Board of Adjustments of the City of Freeport. Pg. 575
9. Consideration of approving Resolution No. 2016-2501 reappointing Melanie Oldham and appointing Mary Stedman to the Urban Renewal Board of the City of Freeport. Pg. 576
10. Consideration of approving Resolution No. 2016-2502 reappointing Rosemary Bravo, Nino Herrera and Chris Kozak to the Beautification, Parks and Recreation Committee of the City of Freeport. Pg. 577
11. Consideration of approving Resolution No. 2016-2503 reappointing Brooks Bass, Troy Brimage and Drew Ryder to the Economic Development Corporation of the City of Freeport. Pg. 578
12. Consideration of approving Resolution No. 2016-2504 reappointing Carol Rangel and Mary K. Talbert and appointing Rosa Segovia to the Senior Citizens Commission of the City of Freeport. Pg. 579
13. Consideration of the approval of Resolution No. 2016-2505 approving issuance up to a maximum amount of \$22,695,000 Brazosport Water Authority Water Supply System Revenue Bonds; and containing other provisions relating to the subject. Pg. 580-585

14. Consideration of advertising and setting a bid date for August 17, 2016 for installation of concrete set to grade and stabilize on (1) Fourth Street, beginning at the East Side of Dixie Drive to apron at Brazosport Blvd. (2) Eighth Street, intersection with Riverview only, replace street, gutter and sidewalk and restripe with original markings, and (3) 1600 block of Fifth, from Yaupon to Mulberry, replace curb, gutter and sidewalk. Pg. 586-593
15. Consideration of approving and releasing the City's interest in trust property on Block 8, Lot 22, Freeport Townsite, Tax Id. 7750-0195-111, known as 1002 West 12th Street. Pg. 594-596
16. Consideration of approving and releasing the City's interest in trust property on Block 87, Lot 11, Velasco Townsite, Tax Id. 8110-0882-000, known as 22 South Ave. F. Pg. 597-601
17. Consideration of approving and releasing the City's interest in trust property on Block 746, Lot 5-6, Velasco Townsite, Tax Id 8110-3440-000, known as 1414-1416 North Ave. P. Pg. 602-606
18. Consideration of approving and releasing the City's interest in trust property on Block 777, Lot 24, Velasco Townsite, Tax Id. 8110-3852-000, known as 1623 North Ave. P. Pg. 607-611
19. Consideration of taking action on any items discussed in Executive Session.

Work Session:

- A. Presentation by Mark Darlow on the City of Freeport Collection Report. Pg. 612-623
- B. Community Input for Fiscal Year 2016-2017.

Executive Session:

Section 551.071, Government Code:

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

- Port Freeport

Section 551.074, Government Code:

Deliberations concerning the duties, employment, evaluation, employment contract of a public officer or employee:

- City Manager

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, July 8, 2016 at or before 5:00 p.m.

Delia Munoz - City Secretary
City of Freeport, Texas

tState of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of the City of Freeport, met on Monday, June 20, 2016 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 Nicole Mireles
Councilwoman Sandra Barbree

Staff: Jeff Pynes, City Manager
Gilbert Arispe, Assistant City Manager
Delia Munoz, City Secretary
Wallace Shaw, City Attorney
Nat Hickey, Property Manager
Jennifer Hawkins, EDC Director
Billy Shoemaker, Fire Department

Visitors: Troy Brimage Sabrina Brimage
Johnathan Sublet Kenney Kouches
Melanie Oldham Denise Harper
Sandra Barnett Jim Barnett
Diana Kile Margaret McMahan
Annette Sanford Manning Rollerson
Jason Travis Leeann Rudolph
Brandon Brimage Desiree Pearson
James Hollis Connie Hall
Ruben Renobato Ruth Renobato
Sam Reyna

Call to order.

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

Invocation.

Johnathan Sublet offered the Invocation.

Pledge of Allegiance.

Brandon Brimage led the Pledge of Allegiance.

Attending citizens and their business.

Manning Rollerson stated that someone dumped a truck load of junk on his property at 537 E. 2nd Street.

Ruben Renobato of 1507 W. 2nd Street stated that he had attended a meeting at the First Missionary Baptist Church on 4th St of concerned residents and property owners of the east end. He is concerned about property rights of the east end and the sovereignty of the city regarding the east end.

Consideration of approving June 6, 2016 Council Minutes.

On a motion by Councilwoman Mireles, seconded by Councilwoman McDonald, with all present voting "Aye", Council unanimously approved the June 6, 2016 Council Minutes.

Consideration of appointing qualified person(s) to the remainder of current terms and/or expired terms on the following boards and commissions:

- Planning Commission: On a motion by Councilwoman Barbree, seconded by Councilman Bolton, with all present voting 3 to 2, Council unanimously approved Lesa Girouard, Sandra Loeza and Johnathan Sublet to the Planning Commission. Councilwoman Mireles and Councilman McDonald opposed.
- Library Board: On a motion by Councilwoman Mireles, seconded by Councilman McDonald, with all present voting "Aye", Council unanimously approved Julie Swain and Richard W. Fisher to the Library Board.
- Board of Adjustment: On a motion by Councilwoman Barbree, seconded by Councilman Bolton, with all present voting "Aye", Council unanimously approved to reappoint Eric Hayes, Annette Sanford and Raul Ramirez to the Board of Adjustment.
- Urban Renewal Board: On a motion by Councilman Bolton, seconded by Councilman McDonald, with all present voting "Aye", Council unanimously approved Melanie Oldham to the Urban Renewal Board. On a motion by Councilwoman Mireles, seconded by Councilman McDonald, with all present voting "Aye", Council unanimously approved Mary Stedman to the Urban Renewal Board.
- Beautification/Parks & Recreation: On a motion by Councilman Bolton, seconded by Councilwoman Barbree, with all present voting 4 to 1, Council approved Rosemary Bravo, Chris Kozak and Nino Herrera to the Beautification committee. Councilwoman Mireles opposed.

- **Economic Development:** On a motion by Councilman Bolton, seconded by Councilwoman Barbree, with all present voting 4 to 1, Council approved to reappoint Brooks Bass, Troy Brimage and Drew Ryder to the Economic Development Corporation. Councilwoman Mireles opposed.
- **Senior Citizens Commission:** On a motion by Councilwoman Barbree, seconded by Councilman Bolton, with all present voting "Aye", Council unanimously approved Carol Rangel, Rosa Segovia and Mary K. Talbert to the Senior Citizens Commission.

Consideration of rescheduling/cancelling the July 4, 2016 Council Meeting.

On a motion by Councilwoman Barbree, seconded by Councilman McDonald, with all present voting "Aye", Council unanimously approved to reschedule July 4, 2016 Council meeting to July 11, 2016.

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

No action taken

Work Session:

Presentation by James Hollis, Transportation Director with Gulf Coast Center/Connect Transit operating a local bus service in the City of Freeport.

Mr. James Hollis, Transportation Director presented a PowerPoint presentation of Connect Transit services. The bus transit service accommodates 5 routes through Angleton, Lake Jackson, Clute and Freeport; Freeport is the biggest user of Connect Transit. They just celebrated their fifth year of service at Brazosport College. He invited Staff, Directors and Council to ride the buses.

Councilwoman Mireles has noted that the benches erected do not have an overhead/canopy. Mr. Hollis said the cost is approximately \$10,000 for each and the other cities have erected them on their own.

Discuss 2016-2017 budget preparations and proposed schedule.

Mr. Pynes review the workshop dates: July 11, July 18, & August 1, 2016.

Discuss new Recreation/Sports Complex.

No motion made

Mayor Garcia closed the Formal Session and opened the Executive Session at 6:40 p.m.

Executive Session:

Section 551.071, Government Code:

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

- **Regarding a new Recreation/Sports Complex.**

Section 551.074, Government Code

Deliberations concerning the appointment, employment, evaluation, reassignment and duties of a public officer or employee, to wit:

- **Fire Chief**

Mayor Garcia closed the Executive Session and Reconvened the Formal Session at 7:00 p.m.

Adjourn

On a motion by Councilman McDonald, seconded by Councilwoman Barbree, with all present voting "Aye", Mayor Norma Garcia adjourned the meeting at 7:00 p.m.

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

**City Secretary Delia Munoz
City of Freeport, Texas**

RESOLUTION NO. 2016-2498

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING QUALIFIED PERSONS TO THE PLANNING COMMISSION OF THE CITY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, the terms of office of certain members of the Planning Commission of the City of Freeport, Texas ("the City") have expired; and,

WHEREAS, the City Council of the City desires to appoint the below named qualified persons as members of said commission.

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

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints the following named qualified persons to the Planning Commission of the City for a full term and until a successor for each such person shall have been appointed and qualified, to-wit: LESA GIROUARD, SANDRA LOEZA, and JOHNATHAN SUBLET.

SECTION TWO (2): DUTIES

The above named appointees shall perform all of the duties imposed on members of the Planning Commission of the City by law and the ordinances and resolutions of the City.

SECTION THREE (3): OATH OF OFFICE

Before engaging in the performance of the duties of office, each of such appointees shall take the Constitution Oath of Office as required by law.

READ, PASSED AND ADOPTED this ____ day of _____, 2016.

Norma Moreno Garcia, Mayor
City of Freeport, Texas

ATTEST: _____
Delia Munoz, City Secretary
City of Freeport, Texas

RESOLUTION NO. 2016-2499

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING A QUALIFIED PERSON TO THE LIBRARY BOARD OF THE CITY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, the term of office of the below named members of the Library Board of the City of Freeport, Texas ("the City") have expired; and,

WHEREAS, the City Council of the City desires to appoint the below named qualified person as members of said board for another term.

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

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints the following named qualified persons to the Library Board of the City for a full term of two (2) years each and until a successor for each of such person shall have been appointed and qualified, to-wit: JULIE SWAIN and RICHARD W. FISHER.

SECTION TWO (2): DUTIES

The above named appointee shall perform all of the duties imposed on members of the Library Board of the City by law and the ordinances and resolutions of the City.

SECTION THREE (3): OATH OF OFFICE

Before engaging in the performance of the duties of office, such appointees shall take the Constitutional Oath of Office and sign the affidavit required by law.

READ, PASSED AND ADOPTED this ____ day of _____, 2016

Norma Moreno Garcia, Mayor
City of Freeport, Texas

ATTEST: _____
Delia Muñoz, City Secretary
City of Freeport, Texas

RESOLUTION NO. 2016-2500

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING QUALIFIED PERSONS TO THE BOARD OF ADJUSTMENT OF THE CITY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, the terms of office of members of the Board of Adjustment of the City of Freeport, Texas ("the City") have expired and positions are vacant; and,

WHEREAS, the City Council of the City desires to appoint the below named qualified persons as members of said board.

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

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints the following named qualified persons to the Board of Adjustments of the City for a full term of two (2) years each and until a successor for such persons shall have been appointed and qualified, to-wit: ERIC HAYES, ANNETTE SANFORD and RAUL RAMIREZ.

SECTION TWO (2): DUTIES

The above named appointees shall perform all of the duties imposed on members of the Board of Adjustment of the City by law and the ordinances and resolutions of the City.

SECTION THREE (3): OATH OF OFFICE

Before engaging in the performance of the duties of office, each of such appointees shall take the Constitutional Oath of Office and signed the affidavit required by law.

READ, PASSED AND ADOPTED this ____ day of _____, 2016

Norma Moreno Garcia, Mayor
City of Freeport, Texas

ATTEST: _____
Delia Muñoz, City Secretary
City of Freeport, Texas

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING A QUALIFIED PERSONS TO THE URBAN RENEWAL BOARD OF THE CITY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, the terms of office of the members of the Urban Renewal Board of the City of Freeport, Texas ("the City") has expired; and,

WHEREAS, the City Council of the City desires to appoint the below named qualified person for another term.

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

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints the following named qualified person to the Urban Renewal Board of the City for a full term of two (2) years each and until a successor for such persons shall have been appointed and qualified, to-wit: MELANIE OLDHAM and MARY STEDMAN.

SECTION TWO (2): DUTIES

The above named appointees shall perform all of the duties imposed on members of the Urban Renewal of the City by law and the ordinances and resolutions of the City.

SECTION THREE (3): OATH OF OFFICE

Before engaging in the performance of the duties of office, such appointees shall take the Constitutional Oath of Office and signed the affidavit required by law.

READ, PASSED AND ADOPTED this ____ day of _____, 2016.

Norma Moreno Garcia, Mayor
City of Freeport, Texas

ATTEST: _____
Delia Muñoz, City Secretary

RESOLUTION NO. 2016-2502

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING QUALIFIED PERSONS TO THE BEAUTIFICATION, PARKS AND RECREATION COMMITTEE OF SAID CITY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, the terms of office of the members of the Beautification, Parks and Recreation Committee of the City of Freeport, Texas ("the City") have expired; and,

WHEREAS, the City Council of the City desires to re-appoint the below named qualified persons as members of said committee.

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

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints the following named qualified persons to the Beautification, Parks and Recreation Committee of the City for a full term of two (2) years and until a successor for such persons shall have been appointed and qualified, to-wit: ROSEMARY BRAVO, CHRIS KOZAK and NINO HERRERA.

SECTION TWO (2): DUTIES

The above named appointees shall perform all of the duties imposed on members of the Beautification, Parks and Recreation Committee of the City by law and the ordinances and resolutions of the City.

SECTION THREE (3): OATH OF OFFICE

Before engaging in the performance of the duties of office, each of such appointees shall take the Constitution Oath of Office as required by law.

READ, PASSED AND ADOPTED this ____ day of _____, 2016.

Norma Moreno Garcia, Mayor
City of Freeport, Texas

ATTEST: _____
Delia Muñoz, City Secretary
City of Freeport, Texas

RESOLUTION NO. 2016-2503

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING QUALIFIED PERSONS TO THE BOARD OF DIRECTORS OF THE ECONOMIC DEVELOPMENT CORPORATION OF THE CITY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, the terms of office of the Board of Directors of the Economic Development Corporation of the City of Freeport, Texas ("the City") have expired; and,

WHEREAS, the City Council of the City desires to appoint the below named qualified persons as members of said board.

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

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints the following named qualified persons to the Board of Directors of the Economic Development Corporation of the City for a full term and until a successor for each such persons shall have been appointed and qualified: **BROOKS BASS, TROY BRIMAGE and DREW RYDER.**

SECTION TWO (2): DUTIES

The above named appointees shall perform all of the duties imposed on members of the Board of Directors of the Economic Development Corporation of the City by law and the ordinances and resolutions of the City and by the Articles of Incorporation and By-Laws of said corporation.

SECTION THREE (3): OATH OF OFFICE

Before engaging in the performance of the duties of office, each of such appointees shall take the Constitutional Oath of Office as required by law.

READ, PASSED AND ADOPTED this ____ day of _____, 2016

Norma Moreno Garcia, Mayor
City of Freeport, Texas

ATTEST: _____
Delia Munoz, City Secretary
City of Freeport, Texas

RESOLUTION NO. 2016-2504

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING QUALIFIED PERSONS TO THE SENIOR CITIZENS COMMISSION OF THE CITY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, the term of office of members of the Senior Citizen Commission of the City of Freeport, Texas (the City) have expired; and,

WHEREAS, the City Council of the City desires to appoint the below named qualified persons as members of said commission for a full term.

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

SECTION ONE (1): REMOVAL AND APPOINTMENT

The City Council of the City nominate, constitute and appoint the following named qualified persons to such commission for a full term of two (2) years each and until the successors of such appointees have been appointed and qualified, to-wit: CAROL RANGEL, ROSA SEGOVIA and MARY K. TALBERT.

SECTION TWO (2): DUTIES

The above named appointee shall perform all of the duties imposed on members of the Senior Citizens Commission of the City by law and the ordinances and resolutions of the City.

SECTION THREE (3): OATH OF OFFICE

Before engaging in the performance of the duties of office, such appointee shall take the Constitutional Oath of Office and signed the affidavit required by law.

READ, PASSED AND ADOPTED this ____ day of _____, 2016

Norma Moreno Garcia, Mayor
City of Freeport, Texas

ATTEST:

Delia Muñoz, City Secretary
City of Freeport, Texas

RESOLUTION APPROVING ISSUANCE UP TO A MAXIMUM AMOUNT OF \$22,695,000 BRAZOSPORT WATER AUTHORITY WATER SUPPLY SYSTEM REVENUE BONDS; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the Brazosport Water Authority (the "Authority") was created by 1985 Tex. Laws, Reg. Sess., Ch. 449 at 3063, as amended, under the authority of Article XIV, Section 59 of the Texas Constitution, and the boundaries of the Authority have not been in any way changed or altered since the enactment of Chapter 449, Acts of the 69th Legislature of Texas, Regular Session, 1985. The Authority has entered into a take-or-pay water supply contract (the "Contract"), dated February 20, 1987, with seven member cities of the Authority, including the City of Freeport, (the "City"), under the terms of which the cities are collectively obligated to make payments to the Authority sufficient to pay the principal and interest requirements on outstanding bonds, and such Contracts remain in full force and effect;

WHEREAS, the Board of Directors (the "Board") of the Authority desires to proceed with the planning, design and construction of a desalination plant, wells and collection lines (the "Additional Projects"), as described in Section 8.2 of the Contract, through the issuance of the Authority's Water Supply System Revenue Bonds, in one or more series (the "Bonds") in an aggregate principal amount not to exceed \$22,695,000 under a bond resolution in substantially the form attached as Exhibit A hereto (the "Bond Resolution") and has authorized the Authority's attorneys and financial advisors to take any action reasonably necessary to proceed with preparation for the issuance of Bonds for the Additional Projects;

WHEREAS, the City Council of the City of Freeport (the "City Council") finds such Additional Projects to be necessary and feasible;

WHEREAS, pursuant to Section 7.1 of the Contract, the City Council acknowledges the term of the Contract shall be extended until payment in full of the principal, premium, if any, and interest on any Bonds associated with the Additional Projects that may be issued from time to time and all related fees;

WHEREAS, pursuant to Section 8.2 of the Contract, the City Council finds that the City is not in default under the Contract; and

WHEREAS, pursuant to Section 8.2 of the Contract, the Board of the Authority and the City Council of the City mutually agree such Additional Projects are necessary and feasible and acknowledge receipt of the Bond Resolution by the City for review; NOW THEREFORE

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

SECTION 1.01 AUTHORIZATION AND INTENT. In accordance with Sections 8.2 and 9.4 of the Contract, the City Council hereby authorizes and approves the issuance of one or more series of Bonds by the Authority for the Additional Projects pursuant to the Bond Resolution and the Mayor, the City Manager or any other duly appointed person is hereby authorized and directed to execute any necessary certificates and otherwise take any action,

reasonably necessary for the Authority to proceed with the issuance of Bonds in an aggregate amount not to exceed \$22,695,000.

SECTION 1.02. RATIFICATION AND EXTENSION OF CONTRACT. The terms of the Contract previously entered into are hereby ratified by the City and the term of the Contract shall be extended until payment in full of the principal, premium, if any, and interest on any Bonds associated with the Additional Projects that may be issued from time to time and all related fees.

SECTION 1.03. CONTINUING DISCLOSURE. As used in this Section, the following terms have the meanings ascribed to such terms below:

“*MSRB*” means the Municipal Securities Rulemaking Board.

“*Rule*” means SEC Rule 15c2-12, as amended from time to time.

“*SEC*” means the United States Securities and Exchange Commission

(a) So long as the Bonds or any bonds issued for the Additional Projects described herein remain outstanding, the City will provide certain updated financial information and operating data to the MSRB annually in an electronic format as prescribed by the MSRB and available via the Electronic Municipal Market Access (“EMMA”) system at www.emma.msrb.org. The information to be updated includes all quantitative financial information and operating data that is customarily prepared by the City. The City shall update such information within six months after the end of each fiscal year. Any financial statements so to be provided shall be (1) prepared in accordance with the Accounting Principles described in this Resolution and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not so provided, then the City shall provide unaudited financial statements for the applicable fiscal year by the required time, and audited financial statements when and if audited financial statements become available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to documents (i) available to the public on the MSRB’s internet web site or (ii) filed with the SEC. All filings shall be made electronically, in the format specified by the MSRB.

(b) The City shall notify the MSRB in an electronic format prescribed by the MSRB, in a timely manner (not in excess of ten (10) days after the occurrence of the event), of any of the following events with respect to the Bonds:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;

- (iii) **Unscheduled draws on debt service reserves reflecting financial difficulties;**
- (iv) **Unscheduled draws on credit enhancements reflecting financial difficulties;**
- (v) **Substitution of credit or liquidity providers or their failure to perform;**
- (vi) **Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;**
- (vii) **Modifications to rights of holders of the Bonds, if material;**
- (viii) **Bond calls, if material, and tender offers;**
- (ix) **Defeasances;**
- (x) **Release, substitution, or sale of property securing repayment of the Bonds, if material;**
- (xi) **Rating changes;**
- (xii) **Bankruptcy, insolvency, receivership or similar event of the City;**
- (xiii) **The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and**
- (xiv) **Appointment of a successor or additional trustee or the change of name of a trustee, if material.**

The City shall notify the MSRB in an electronic format prescribed by the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with this Section by the time required by such Section.

All documents provided to the MSRB shall be accompanied by identifying information, as prescribed by the MSRB.

(c) The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the City in any event will give the notice required by this Section of any Bond calls and defeasance that cause the City to be no longer such an “obligated person.”

The provisions of this Section are for the sole benefit of the Registered Owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under the Resolution for purposes of any other provision of this Resolution.

Nothing in this Section is intended to or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(d) The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell the Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Resolution that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Registered Owners and beneficial owners of the Bonds. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in any case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully

purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule.

SECTION 1.03 FINDINGS. It is hereby found and determined that the matters and facts set out in the preamble to this Resolution are true and correct.

SECTION 1.04 INTERPRETATIONS. The titles and headings of the sections of this Resolution have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof in this Resolution and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

SECTION 1.05 CITY'S SUCCESSORS AND ASSIGNS. Whenever, in this Resolution, the City Council is named and referred to it shall be deemed to include its successors and assigns, and all covenants and agreements in this Resolution by or on behalf of the Participating Customer, except as otherwise provided herein, shall bind and inure to the benefit of its successors and assigns whether or not so expressed.

SECTION 1.06 SEVERABILITY CLAUSE. If any word, phrase, clause, sentence, paragraph, section or other part of this Resolution, or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Resolution and the application of such word, phrase, clause, sentence, paragraph, section or other part of this Resolution to any persons or circumstances shall not be affected thereby.

SECTION 1.07 OPEN MEETING. It is hereby officially found and determined that the meeting at which this Resolution was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by the Texas Open Meetings Act.

[Execution Page Follows.]

PASSED AND APPROVED on this ____ day of _____ 2016.

Mayor
City of Freeport, Texas

ATTEST:

City Secretary
City of Freeport, Texas

[CITY SEAL]

INVITATION TO BID

NOTICE IS HEREBY GIVEN that the City of Freeport, Texas, (the City) is interested in entering into a contract for installation of concrete, set to grade and stabilized, on (1) Fourth Street, beginning at the East side of Dixie Drive to apron at Brazosport Blvd., a distance of approximately 880 linear feet long by 38 feet wide, replace street, curb, gutter and sidewalk and restripe original markings; (2) Eighth Street, intersection with Riverview only, replace street, gutter and sidewalk and restripe with original markings, approximately 8,000 square feet, eight (8") inches thick; and (3) 1600 block of Fifth, from Yaupon to Mulberry, a distance of 920 linear feet, replace curb, gutter and sidewalk; all according to the below mentioned plans and specifications.

SEALED BIDS addressed to the City Manager by any person, firm or corporation desiring to perform all of the work described above for any or all of the above numbered projects will be received at the office of the City Manager located at 200 W. 2nd Street, Freeport, Brazoria County, Texas 77541, during normal business hours until 2:00 o'clock, p.m., on the ____ day of _____, 2016, on which day, beginning at 2:00 o'clock, p.m., all such bids will be opened and publicly read aloud. Any bid received after 2:00 p.m. on such date will be returned unopened.

COPIES OF THE PLANS, SPECIFICATIONS AND JOB SCOPE for each of the above numbered projects are available for public inspection at the City's Service Center, 510 South Avenue A, Freeport, TX 77541, during normal business hours. A set of such documents may be obtained from such office upon payment of the customary copy charge.

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

The contract will be awarded to the LOWEST RESPONSIBLE BIDDER OR to the BIDDER WHO PROVIDES goods or services at the BEST VALUE for the municipality.

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

BY ORDER OF THE BOARD OF THE CITY COUNCIL this ____ day of _____,
2016.

Delia Munoz, City Secretary
City of Freeport, Texas

NOTE: Publish once per week for two consecutive weeks, first publication to be more than 14 days before date of meeting at which bids are to be opened and read aloud.

PUBLIC WORKS CONTRACT

This agreement made this _____ day of _____, 2016, by and between the CITY OF FREEPORT, TEXAS ("OWNER"), a Home-Rule Municipality lying and situated in Brazoria County, Texas, and (INSERT NAME IN CAPS), a private corporation duly organized under the laws of the State of Texas, having a principal office in Texas at (INSERT STREET ADDRESS).

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 installation of concrete, set to grade and stabilized, on (1) Fourth Street, beginning at the East side of Dixie Drive to apron at Brazosport Blvd., a distance of approximately 880 linear feet long by 38 feet wide, replace street, curb, gutter and sidewalk and restripe original markings; (2) Eighth Street, intersection with Riverview only, replace street, gutter and sidewalk and restripe with original markings, approximately 8,000 square feet, eight (8") inches thick; and (3) 1600 block of Fifth, from Yaupon to Mulberry, a distance of 920 linear feet, replace curb, gutter and sidewalk ("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 _____ calendar days after the date of the NOTICE TO PROCEED is sent to CONTRACTOR and will complete the WORK within _____ 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 \$ (INSERT AMOUNT) 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 Scope of work.
- 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.

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

(INSERT NAME IN CAPS)

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 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 (INSERT LENGTH OF TIME) 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\Fourth St. et al-Paving Contract

Trust Property Sale - Agenda Item

Discuss / consider the sale of City interest in lot 22, Block 8, Freeport Townsite

Address: 1002 West 12th Street
Tax ID: 7750-0195-111
Sheriff deed filed: March 18, 2015
Previous owner: Charlene Frazier
Appraised Value: **\$4,580.00**
Offer: **\$2,400.00**
Offer made by: Nextlots LLC, P O Box 865, Lancaster Tx 75146-0865
Amount to City: **\$0.00**

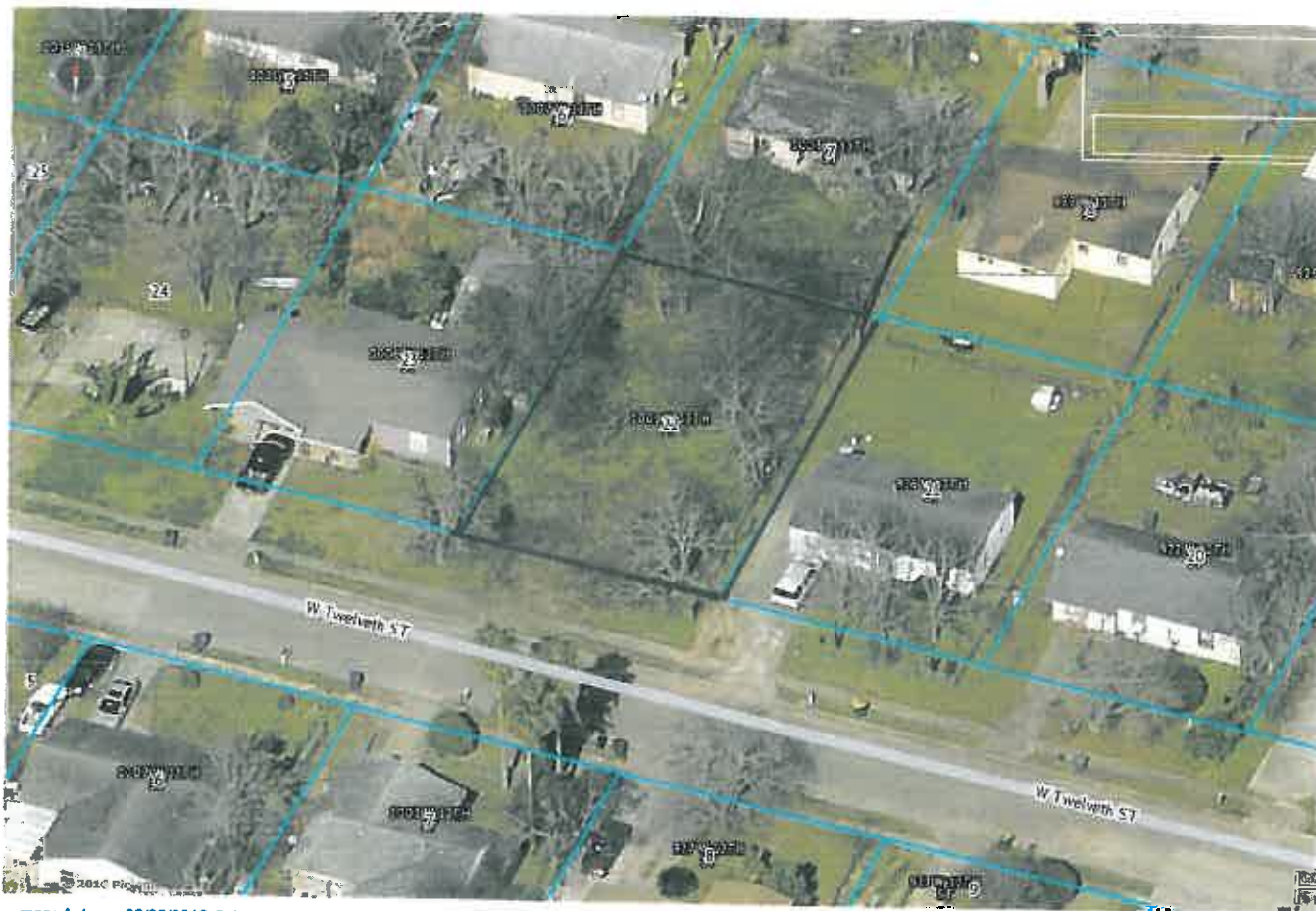
Attached documents:

- a. Plat showing location of property
- b. Bid analysis

Approved for agenda:

Jeff Pynes

CONNECT EXPLORER



BID ANALYSIS

Cause Number:	78664-T	Account Number:	7750-0195-111
Offer Amount:	\$2,400.00	Value \$:	\$4,580.00
Person Offering:	NEXTLOTS LLC	Adjudged Value\$:	\$4,580.00

Judgement Information

Taxing Entity	Tax Years	Amount Due
BC	2013	\$37.33
BCED	2013	\$0.00
Brazosport ISD	2013	\$95.21
BRHND	2013	\$3.41
Brazosport College	2013	\$20.27
Velasco Drainage	2013	\$7.60
City of Freeport	2013	\$51.24
Total		\$215.06

Costs

Court Costs	\$448.00	Sheriff Fees	\$9.81
Publication Fees	\$193.80	Research Fees	\$426.75
Ad Litem		Recording fee's	\$50.00
Liens	\$13,597.25	Certified Mail	
Cost of Deed		Deed file date	
Total			\$14,725.61

Post Judgement Information

Taxing Entity	Tax Year's	
BC	2014-2015	\$38.77
BCED	2014-2015	\$0.00
Brazosport ISD	2014-2015	\$97.92
BRHND	2014-2015	\$3.48
Brazosport College	2014-2015	\$21.87
Velasco Drainage	2014-2015	\$7.61
City of Freeport	2014-2015	\$52.43
Post Judgment Total		\$222.08

Proposed Distribution

Offer Amount	\$2,400.00	Costs	\$14,725.61
Net to Distribute \$			-\$12,325.61

BC	17.36%	\$0.00
BCED	0.00%	\$0.00
Brazosport ISD	44.27%	\$0.00
BRHND	1.59%	\$0.00
Brazosport College	9.43%	\$0.00
Velasco Drainage	3.53%	\$0.00
City of Freeport	23.83%	\$0.00

PROPERTY MANAGEMENT
MEMO

June 9, 2016

Jeff Pynes

Please place the following items on the City Council agenda for consideration:

Discuss / consider the sale of City interest in lot 11 block
87, known as 22 South Avenue F, Velasco Townsite,
Tax ID 8110-0882-000.

This property has been in trust to the City of Freeport since January 16, 2014, deed no. 2014002247

Attached are the following documents regarding this property:

- (a) Trust property bid sheet
- (b) Bid Analysis
- (c) CAD Sheet showing property location
- (d) Pictometry photo.



N C Hickey
Property

Attach

Apporved for _____ 2016 agenda

J Pynes

Trust Property known as lot 11, block 87
22 South Avenue F
Velasco Townsite

Tax ID	8110-0882-000
Lot size	25 x 125 ft.
Auctioned at Sheriff Sale	January 16, 2014
Land value (current)	\$2,340.00
Offer	\$750.00
Offer by:	Chris Gilbert (West Columbia Tx)
If approved, amount to City	\$0.00

Accept Reject Re-agenda No action

Motion _____, 2nd _____ Vote: Yea No

BID ANALYSIS

Cause Number:	70244	Account Number:	8110-0882-000
Offer Amount:	\$750.00	Value \$:	\$2,340.00
Person Offering:	CHRIS GILBERT	Adjudged Value\$:	\$2,340.00

Judgement Information

Taxing Entity	Tax Years	Amount Due
BC	2004-2012	\$179.15
BCED	2004-2012	\$0.00
Brazosport ISD	2004-2012	\$553.62
BRHND	2004-2012	\$24.04
Brazosport College	2004-2012	\$70.57
Velasco Drainage	2004-2012	\$36.53
City of Freeport	2004-2012	\$298.81
Total		\$1,162.72

Costs

Court Costs	\$840.50	Sheriff Fees	\$49.47
Publication Fees	\$159.00	Research Fees	\$200.00
Ad Litem		Recording fee's	\$38.00
Liens		Certified Mail	
Cost of Deed		Deed file date	
Total			\$1,286.97

Post Judgement Information

Taxing Entity	Tax Year's	
BC	2013-2014	\$34.99
BCED	2013-2014	\$0.00
Brazosport ISD	2013-2014	\$88.77
BRHND	2013-2014	\$3.18
Brazosport College	2013-2014	\$19.33
Velasco Drainage	2013-2014	\$7.02
City of Freeport	2013-2014	\$47.79
Post Judgment Total		\$201.08

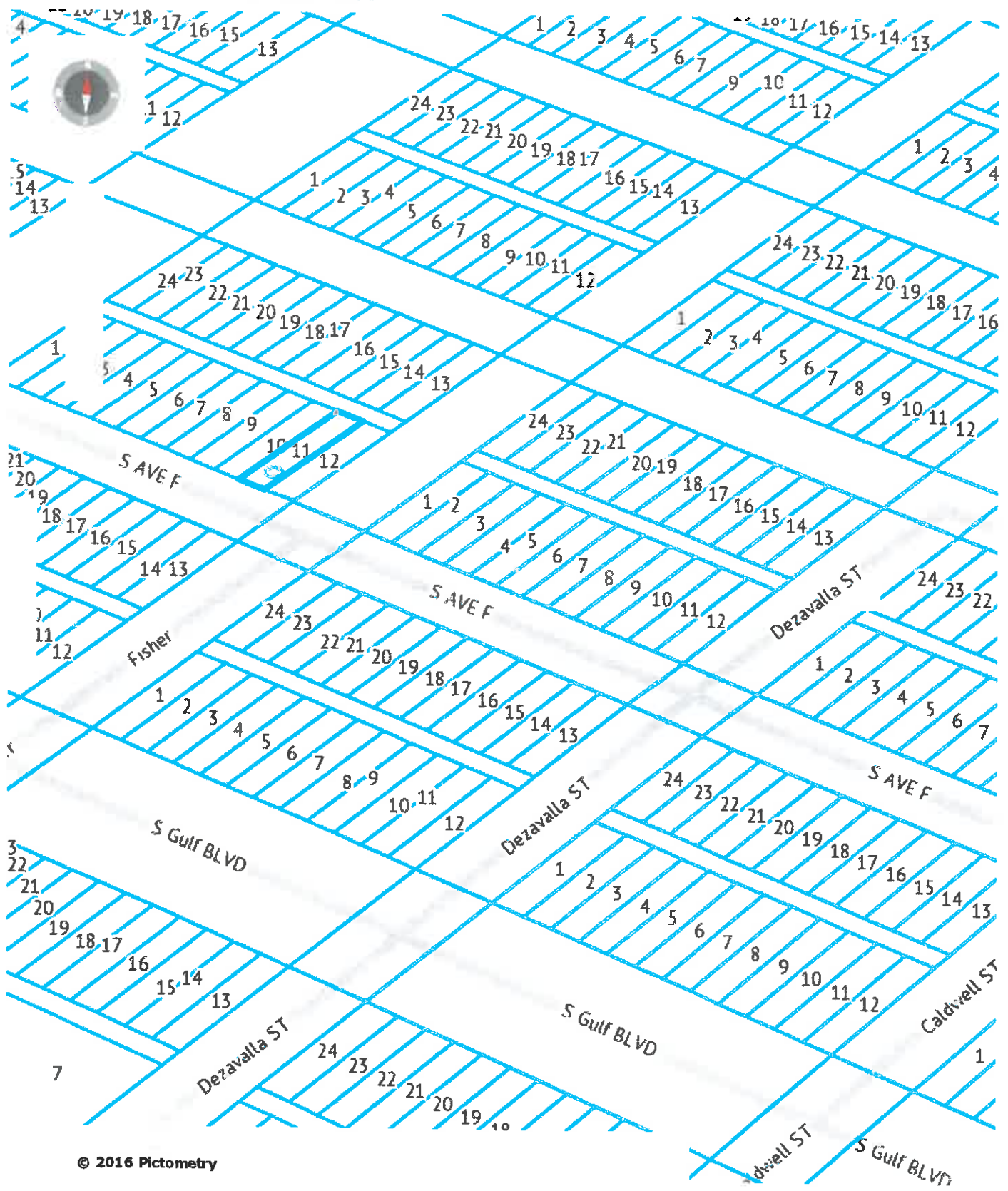
Proposed Distribution

Offer Amount	Costs
\$750.00	\$1,286.97
Net to Distribute \$	-\$536.97

BC	15.41%	\$0.00
BCED	0.00%	\$0.00
Brazosport ISD	47.61%	\$0.00
BRHND	2.07%	\$0.00
Brazosport College	6.07%	\$0.00
Velasco Drainage	3.14%	\$0.00
City of Freeport	25.70%	\$0.00

87
11

CONNECTEXPLORER



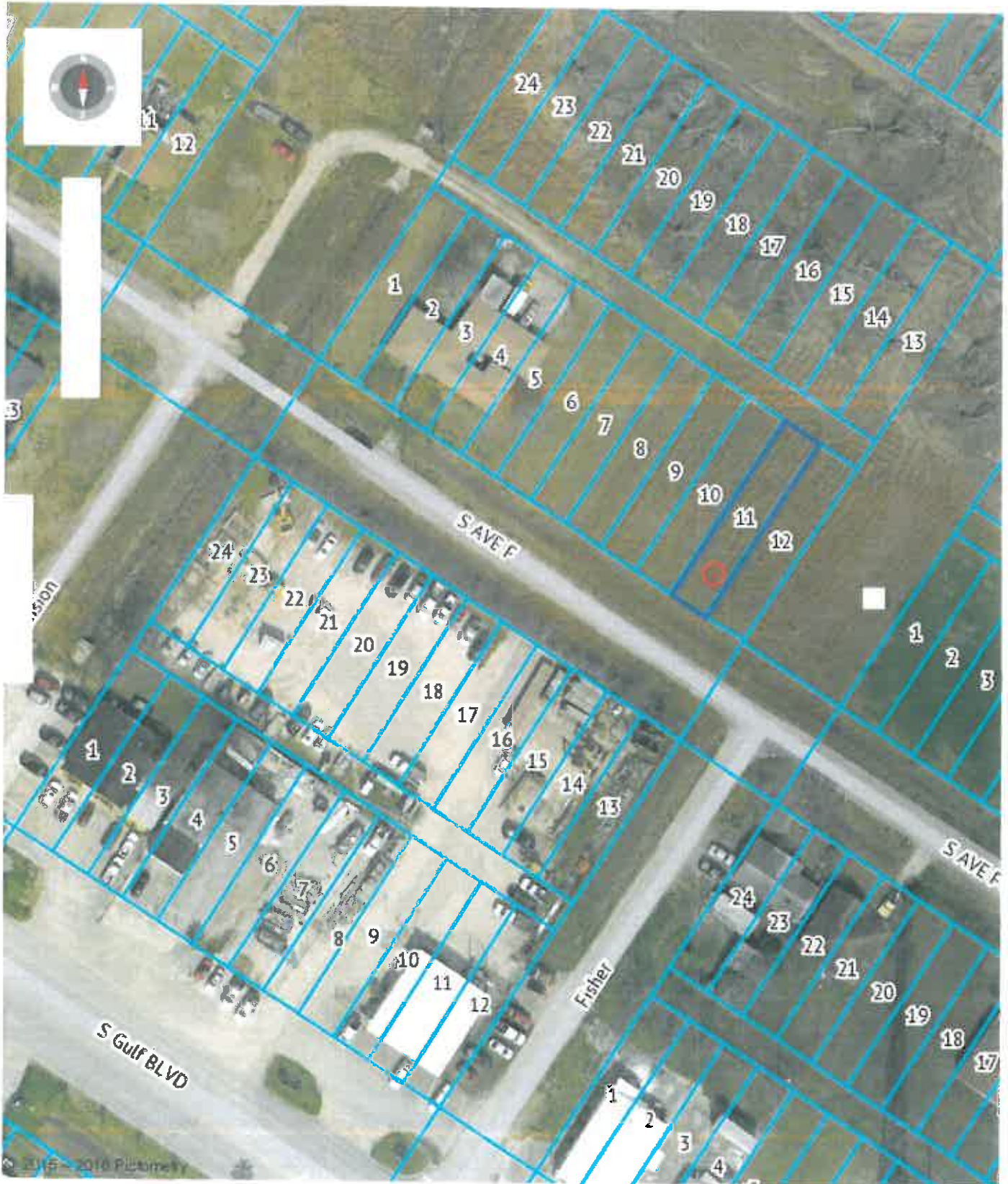
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02/02/2015 Select Date

image 1 of 16

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PROPERTY MANAGEMENT
MEMO

June 9, 2016

Jeff Pynes

Please place the following items on the City Council agenda for consideration:

Discuss / consider the sale of City interest in lot 5-6, block 746 known as 1414-16 North Avenue P, Velasco Townsite, Tax ID 8110-3440-000

This property has been in trust to the City of Freeport since August 26, 2013, deed #2013043273.

Attached are the following documents regarding this property:

- (a) Trust property bid sheet
- (b) Bid Analysis
- (c) CAD Sheet showing property location
- (d) Pictometry photo.



N C Hickey
Property

Attach

Apporved for _____, 2016 agenda

J Pynes

Trust Property known as lot 5, 6 block 746
1414-16 North Ave P
Velasco Townsite

Tax ID	8110-3440-000
Lot size(s)	25 x 125 ft.each
Auctioned at Sheriff Sale	August 26, 2013
Land value	\$470.00
Offer	\$470.00
Offer by:	Chris Gilbert (West Columbia Tx)
If approved, amount to City	\$121.34

Accept Reject Re-agenda No action

Motion _____, 2nd _____ Vote: Yea No

BID ANALYSIS

Cause Number:	66625	Account Number:	8110-3440-000
Offer Amount:	\$470.00	Value \$:	\$470.00
Person Offering:	CHRIS GILBERT	Adjudged Value\$:	\$470.00

Judgement Information

Taxing Entity	Tax Years	Amount Due
BC	1991-2011	\$45.46
BCED	1991-2011	\$0.00
Brazosport ISD	1991-2011	\$152.00
BRHND	1991-2011	\$7.57
Brazosport College	1991-2011	\$13.90
Velasco Drainage	1991-2011	\$9.34
Road Dist 34	1991-2011	\$0.00
City of Freeport	1991-2011	\$83.43
Total		\$311.70

Costs

Court Costs	Sheriff Fees	\$16.68
Publication Fees	Research Fees	
Ad Litem	Recording fee's	
Liens	Certified Mail	
Cost of Deed	Deed file date	
Total		\$16.68

Post Judgement Information

Taxing Entity	Tax Year's	Amount Due
BC	2012-2013	\$6.69
BCED	2012-2013	\$0.00
Brazosport ISD	2012-2013	\$17.23
BRHND	2012-2013	\$0.67
Brazosport College	2012-2013	\$3.60
Velasco Drainage	2012-2013	\$1.34
Road Dist 34	2012-2013	\$0.00
City of Freeport	2012-2013	\$9.46
Post Judgment Total		\$38.99

Proposed Distribution

Offer Amount	\$470.00	Costs	\$16.68
Net to Distribute \$			\$453.32

BC	14.53%	\$66.11
BCED	0.00%	\$0.00
Brazosport ISD	48.76%	\$221.06
BRHND	2.43%	\$11.01
Brazosport College	4.46%	\$20.22
Velasco Drainage	3.00%	\$13.58
Road Dist 34	0.00%	\$0.00
City of Freeport	26.77%	\$121.34

744
6

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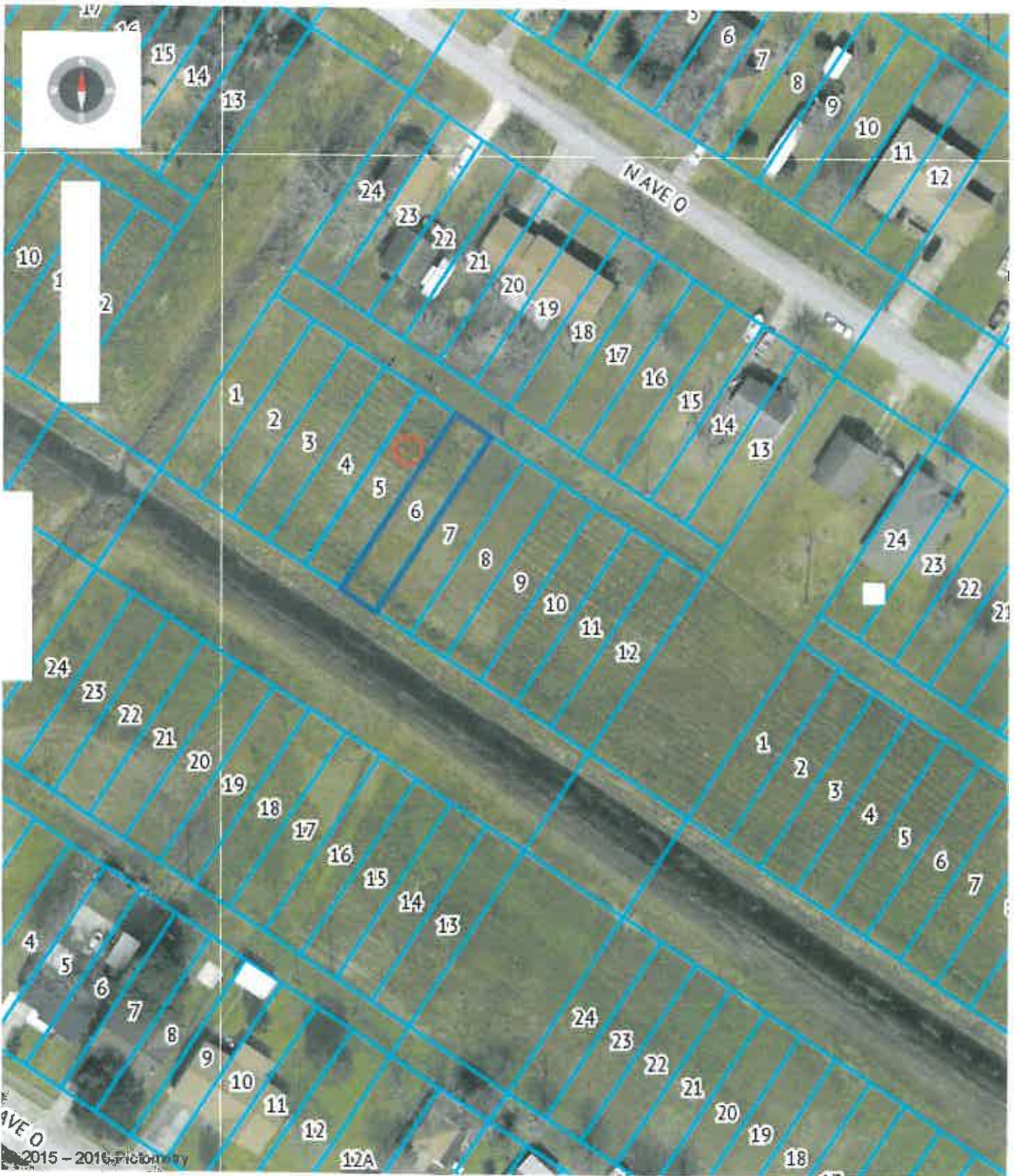
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02/02/2015 Select Date

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746
6

CONNECTEXPLORER



map: Mosaic 01/17/2015 - 02/26/2015 Select Date

PROPERTY MANAGEMENT
MEMO

June 9, 2016

Jeff Pynes

Please place the following items on the City Council agenda for consideration:

Discuss / consider the sale of City interest in lot 24, block
777 known as 1623 North Avenue P, Velasco Townsite,
Tax ID 8110-3852-000

This property has been in trust to the City of Freeport since August 26, 2013, deed #2013043273.

Attached are the following documents regarding this property:

- (a) Trust property bid sheet
- (b) Bid Analysis
- (c) CAD Sheet showing property location
- (d) Pictometry photo.



N C Hickey
Property

Attach

Approved for _____, 2016 agenda

J Pynes

Trust Property known as lot 24 block 777
1623 North Ave P
Velasco Townsite

Tax ID	8110-3852-000
Lot size(s)	27 x 125 ft.each
Auctioned at Sheriff Sale	August 26, 2013
Land value	\$250.00
Offer	\$250.00
Offer by:	Chris Gilbert (West Columbia Tx)
If approved, amount to City	\$64.80

Accept Reject Re-agenda No action

Motion _____, 2nd _____ Vote: Yea No

Trust Sale Summary

BID ANALYSIS

Cause Number:	66625	Account Number:	8110-3852-000
Offer Amount:	\$250.00	Value \$:	\$250.00
Person Offering:	CHRIS GILBERT	Adjudged Value\$:	\$250.00

Judgement Information

Taxing Entity	Tax Years	Amount Due
BC	1994-2011	\$23.23
BCED	1994-2011	\$0.00
Brazosport ISD	1994-2011	\$76.96
BRHND	1994-2011	\$3.83
Brazosport College	1994-2011	\$7.31
Velasco Drainage	1994-2011	\$4.80
City of Freeport	1994-2011	\$42.44
Total		\$158.57

Costs

Court Costs		Sheriff Fees	\$7.89
Publication Fees		Research Fees	
Ad Litem		Recording fee's	
Liens		Certified Mail	
Cost of Deed		Deed file date	
Total			\$7.89

Post Judgement Information

Taxing Entity	Tax Year's	
BC	2012-2013	\$3.56
BCED	2012-2013	\$0.00
Brazosport ISD	2012-2013	\$9.16
BRHND	2012-2013	\$0.36
Brazosport College	2012-2013	\$1.91
Velasco Drainage	2012-2013	\$0.69
City of Freeport	2012-2013	\$5.03
Post Judgment Total		\$20.71

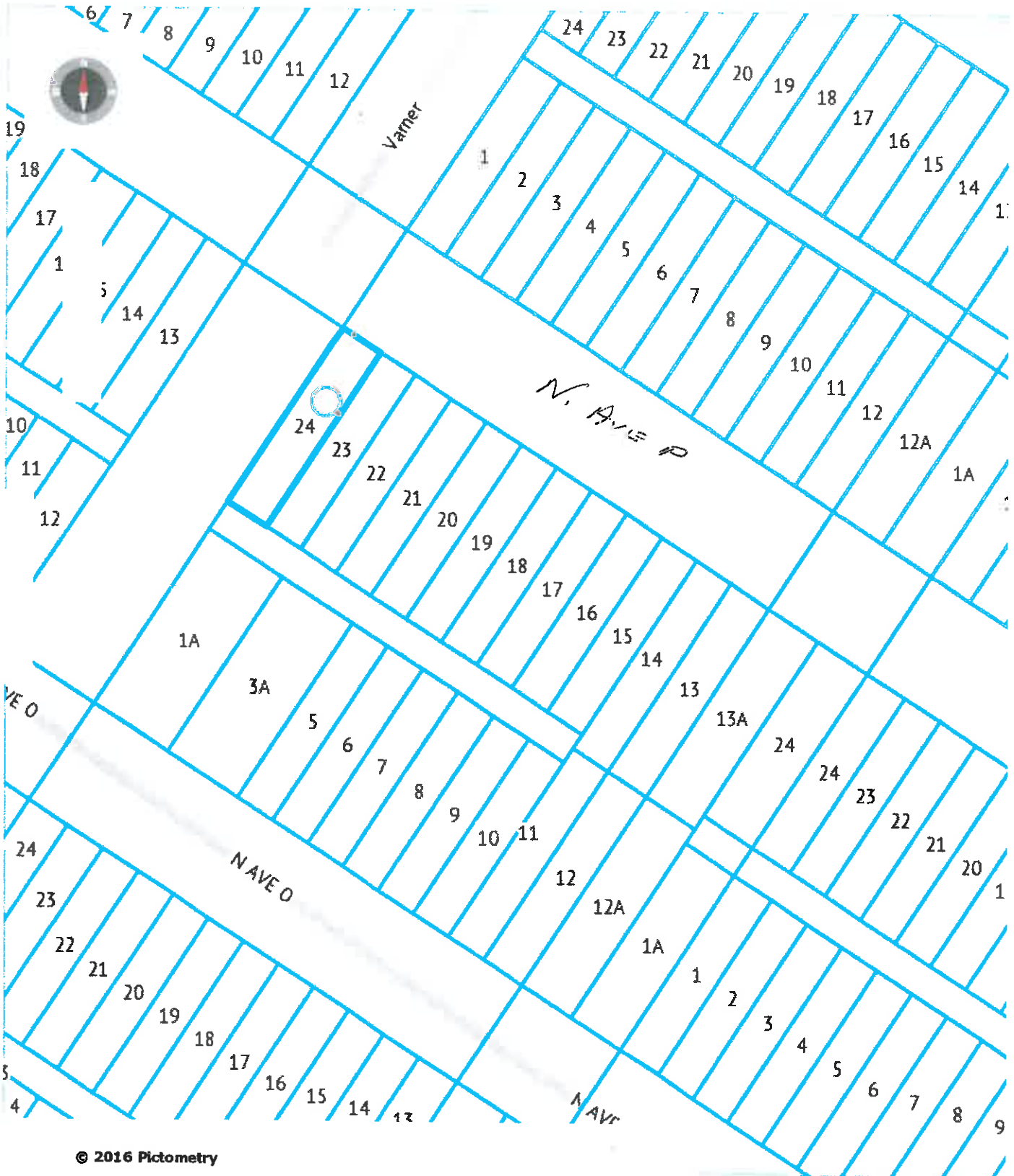
Proposed Distribution

Offer Amount	\$250.00	Costs	\$7.89
Net to Distribute \$			\$242.11

BC	14.85%	\$35.47
BCED	0.00%	\$0.00
Brazosport ISD	48.53%	\$117.51
BRHND	2.42%	\$5.85
Brazosport College	4.61%	\$11.16
Velasco Drainage	3.03%	\$7.33
City of Freeport	26.76%	\$64.80

777
24

CONNECTEXPLORER

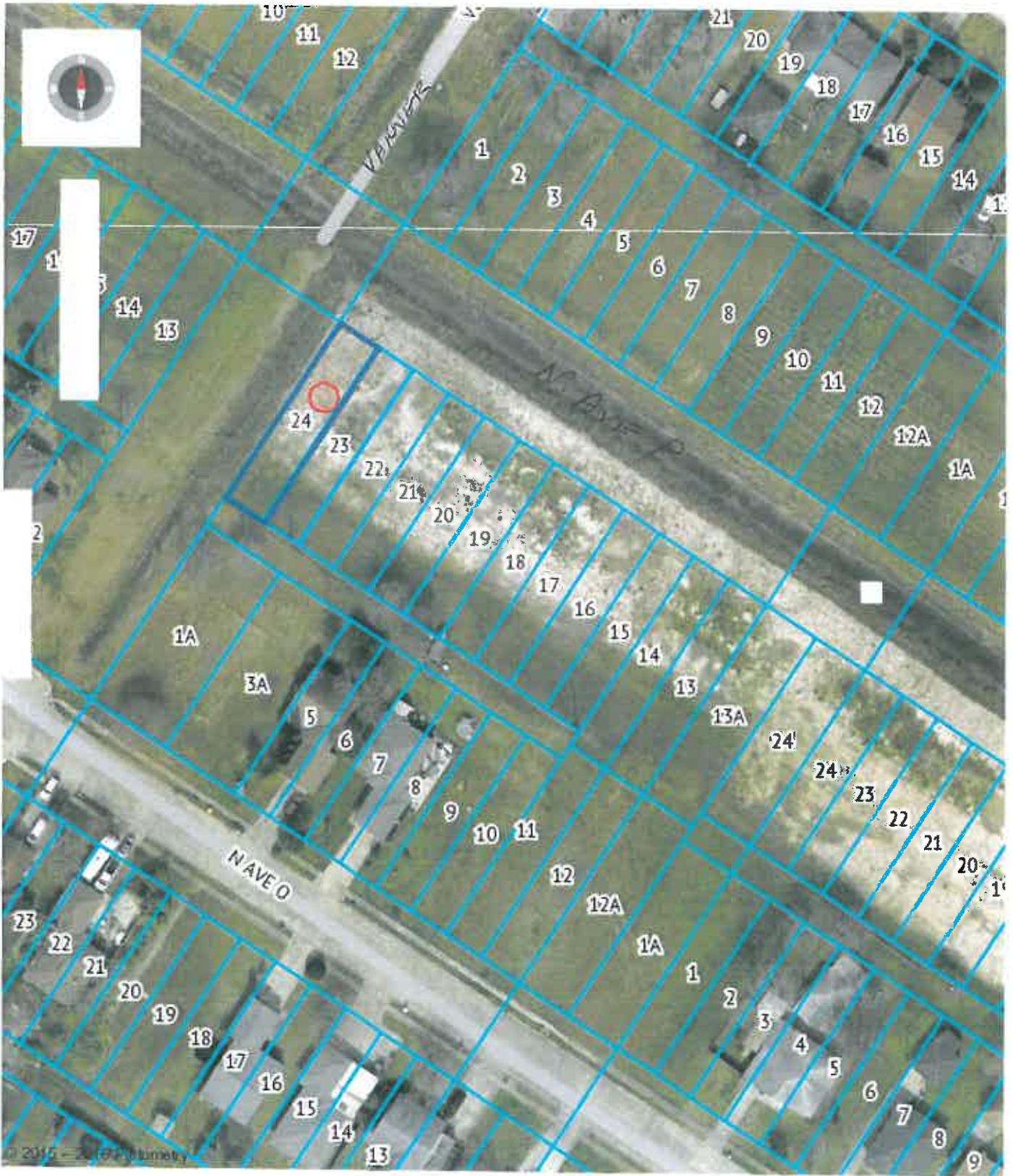


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map: Auto 02/02/2015 Select Date image 1 of 15

777
24

CONNECTEXPLORER



map: Mosaic 01/17/2015 - 02/26/2015 Select Date



Collection Report to the City of Freeport

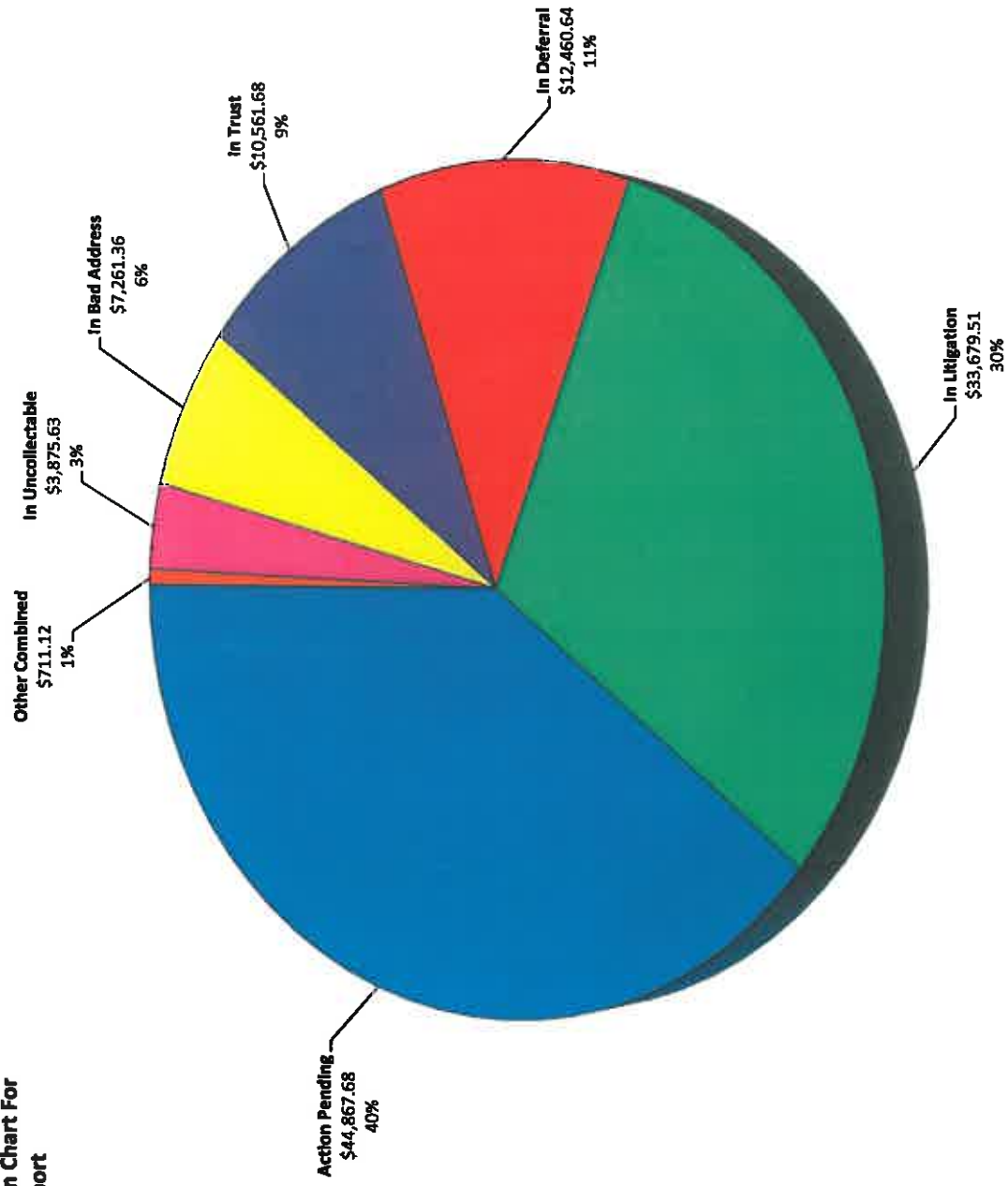
May 2016

Submitted by: Michael J. Darlow

1235 North Loop West * Suite 600 * Houston * Texas * 77008 * (713) 862-1860

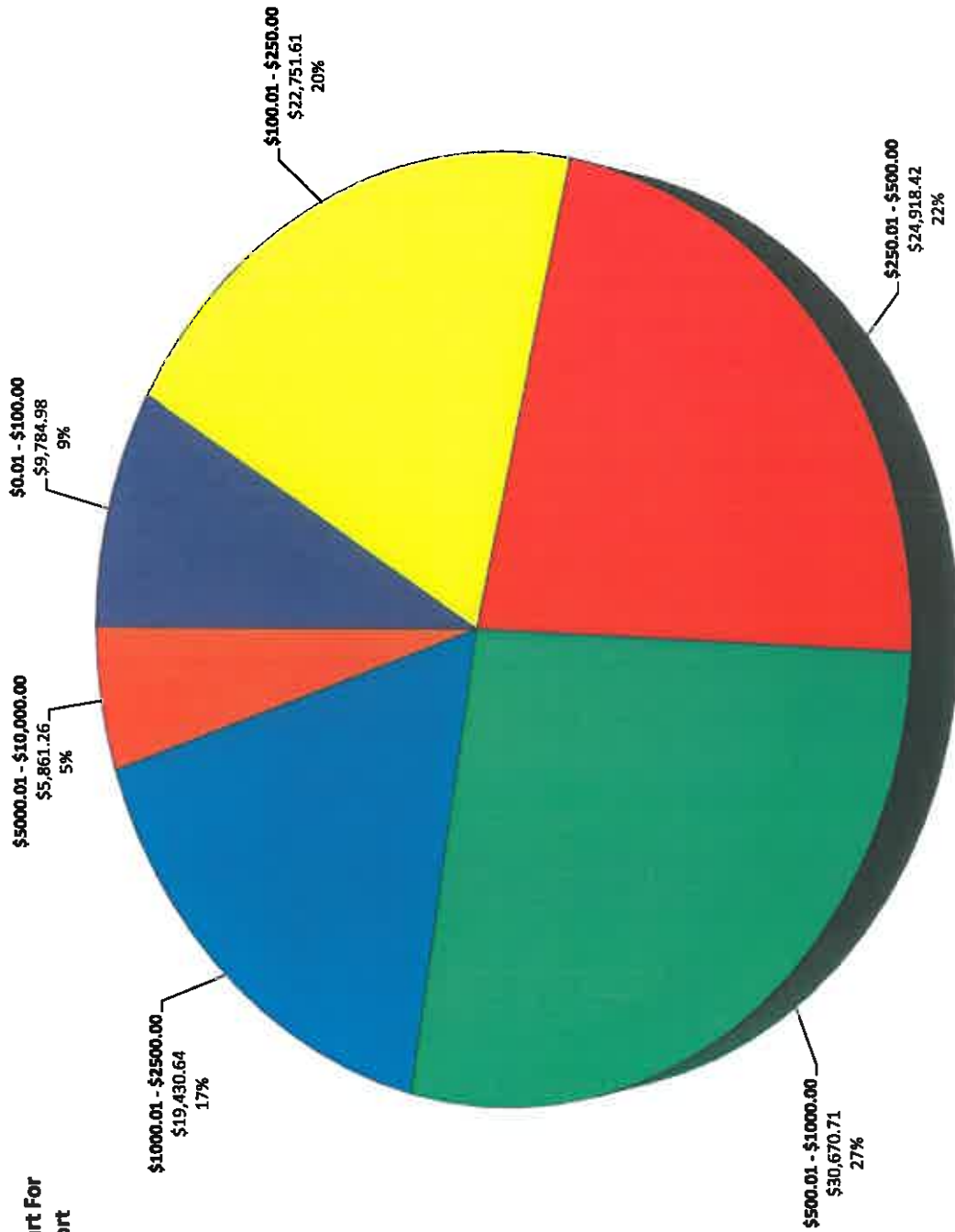
www.pbfc.com

**Account Break Down Chart For
City of Freeport**

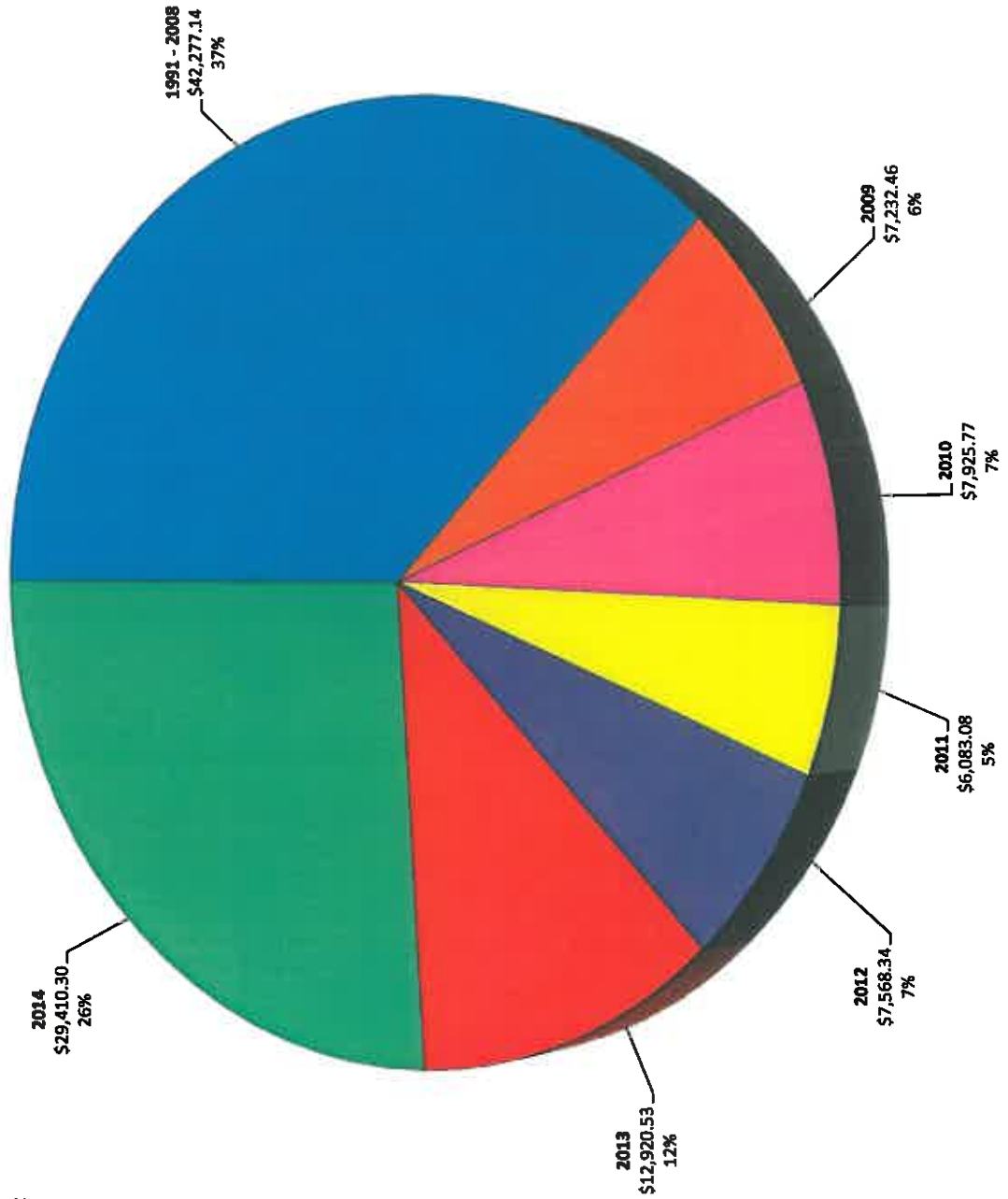


Perdue Brandon Fielder Collins & Mott LLP
ATTORNEYS AT LAW

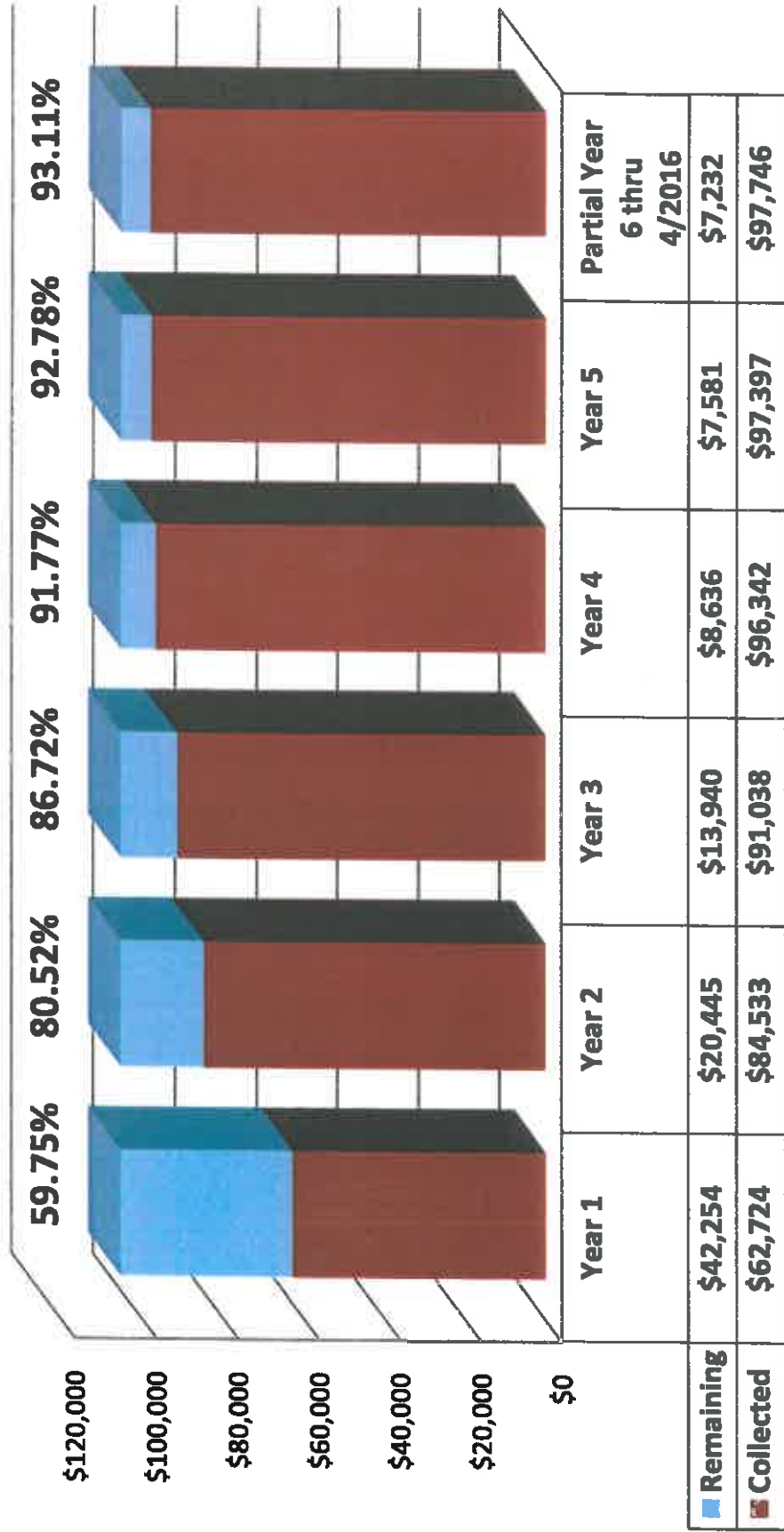
Dollar Range Chart For
City of Freeport



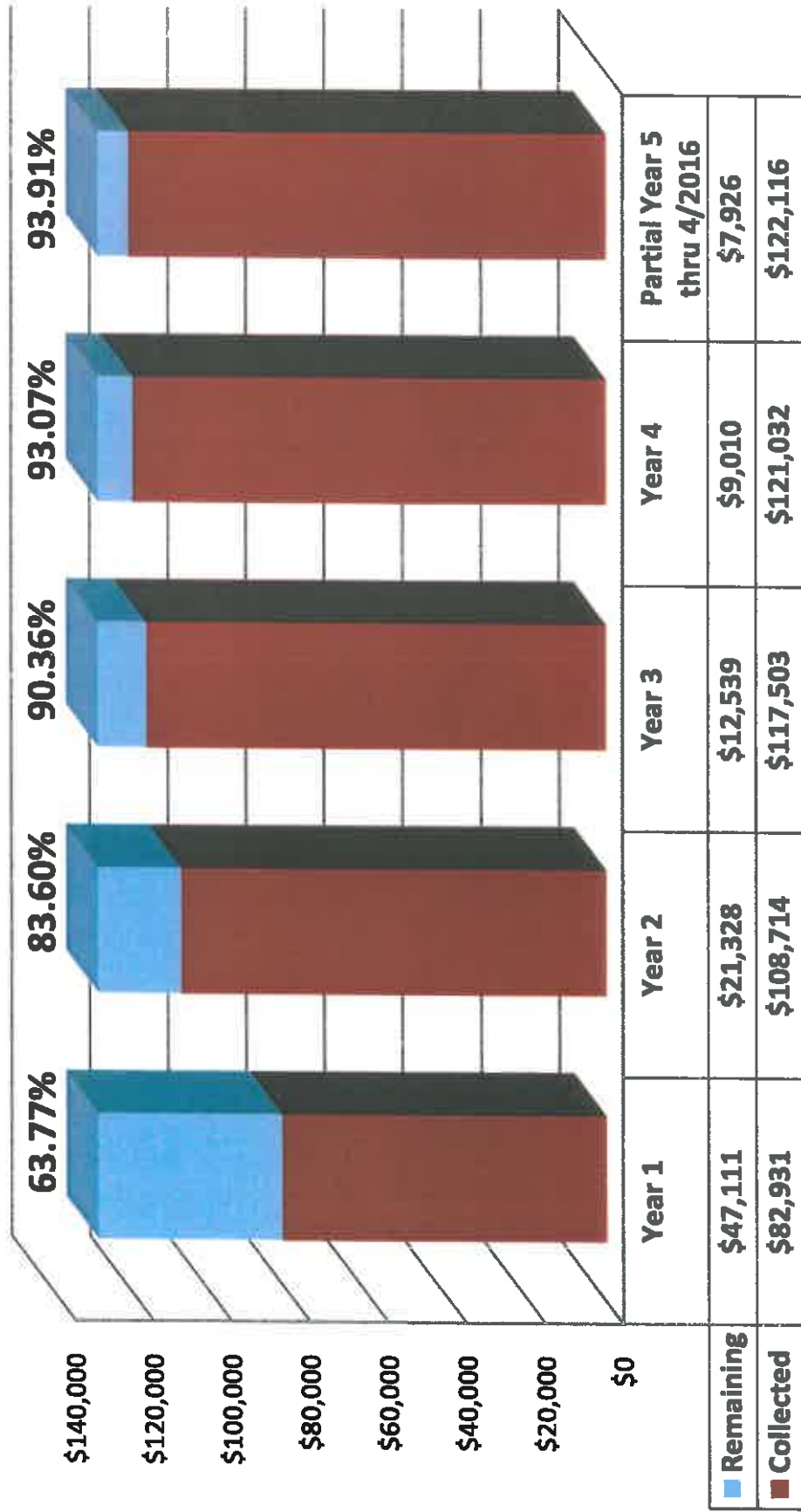
Tax Year Chart For
City of Freeport



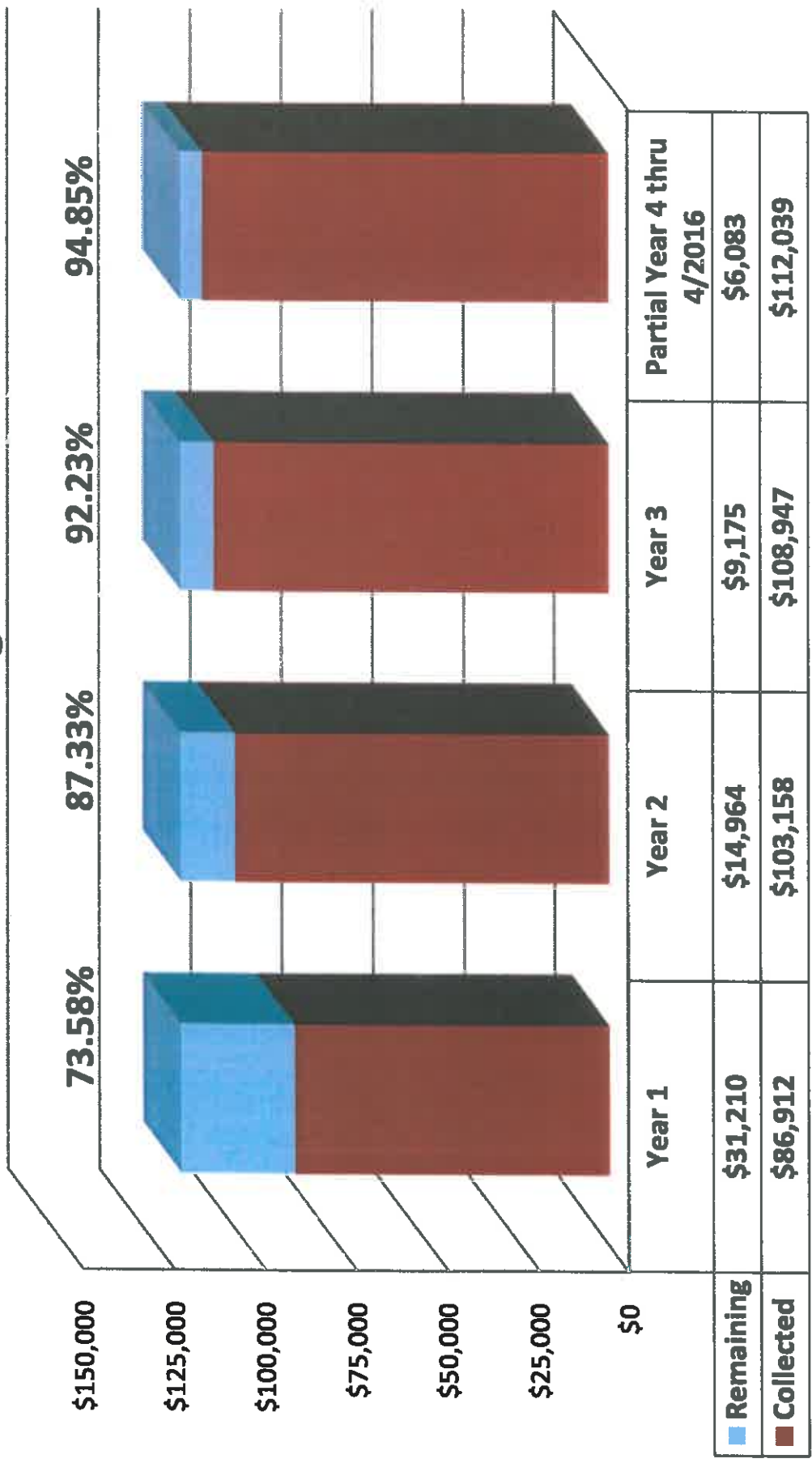
CITY OF FREEPORT 2009 Percentage of Collection



CITY OF FREEPORT 2010 Percentage of Collection

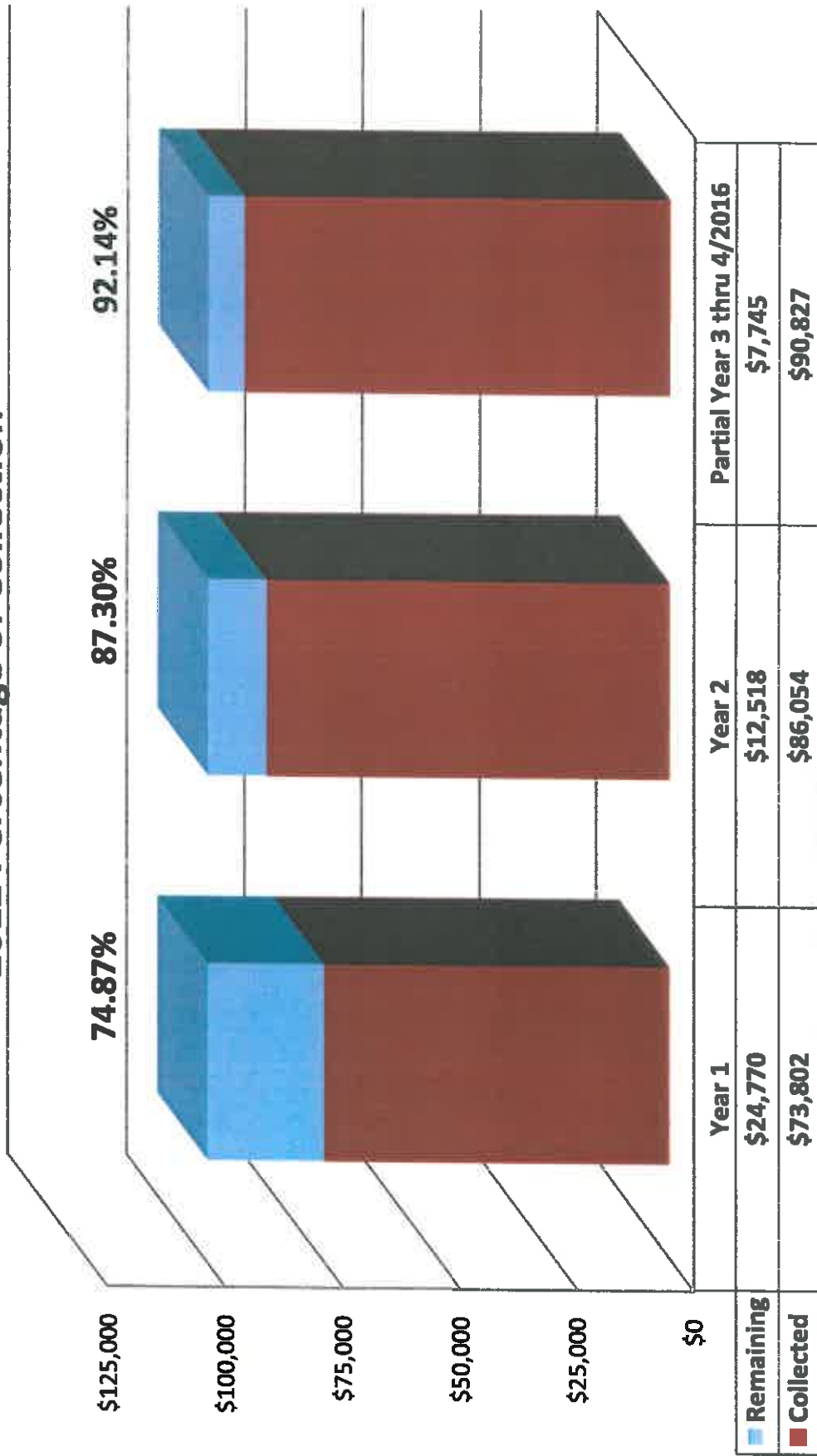


CITY OF FREEPORT 2011 Percentage of Collection



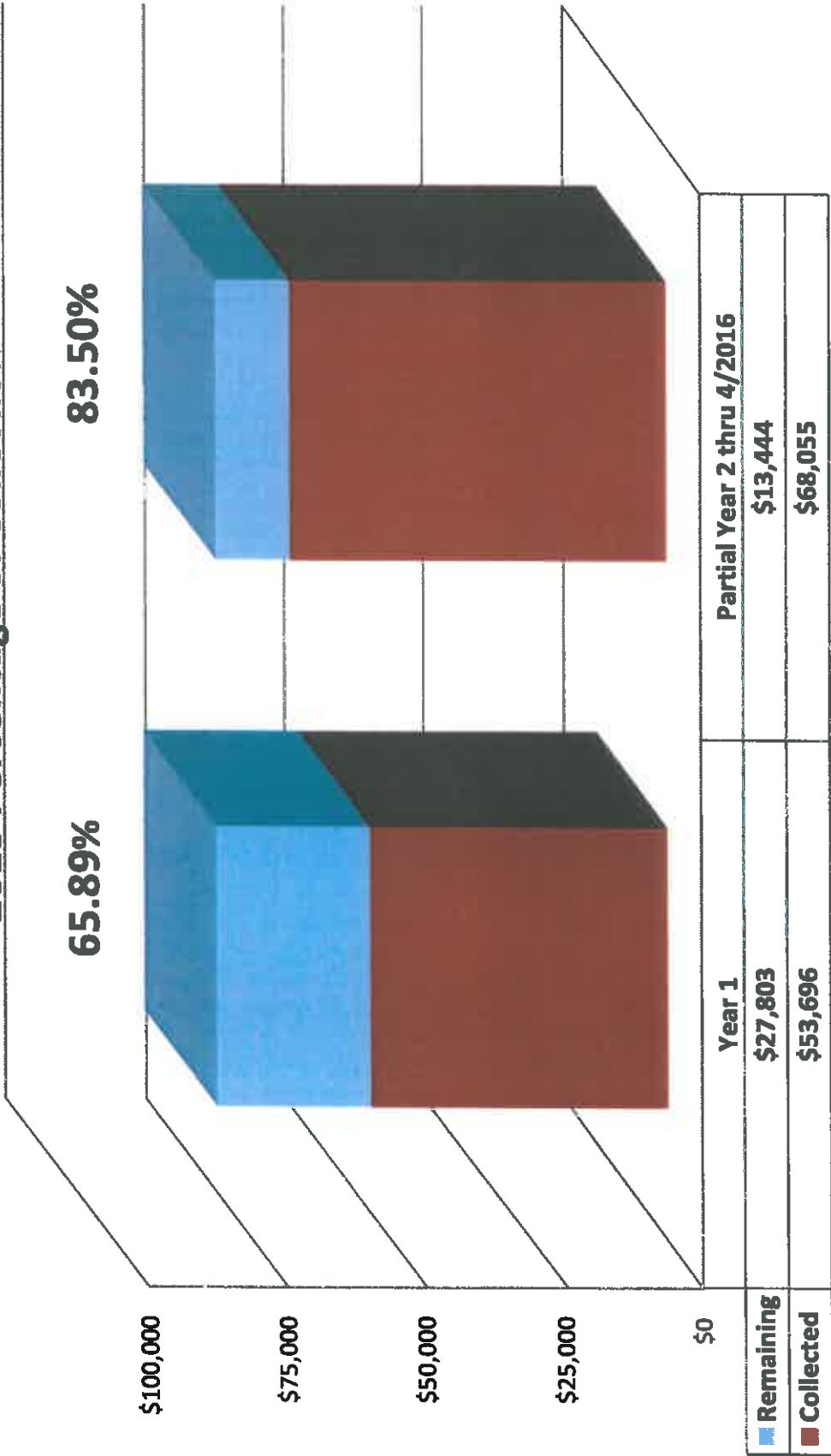
7/1 -6/30 for each year
Initial Outstanding Base Tax \$196,712* - 7/1/12
* Adjusted amount minus Capital Source account \$78,590 = \$118,122

CITY OF FREEPORT 2012 Percentage of Collection



7/1 -6/30 for each year
Initial Outstanding Base Tax \$186,508 - as of 7/1/13
* Adjusted amount minus Capital Source account \$87,936 = \$98,572

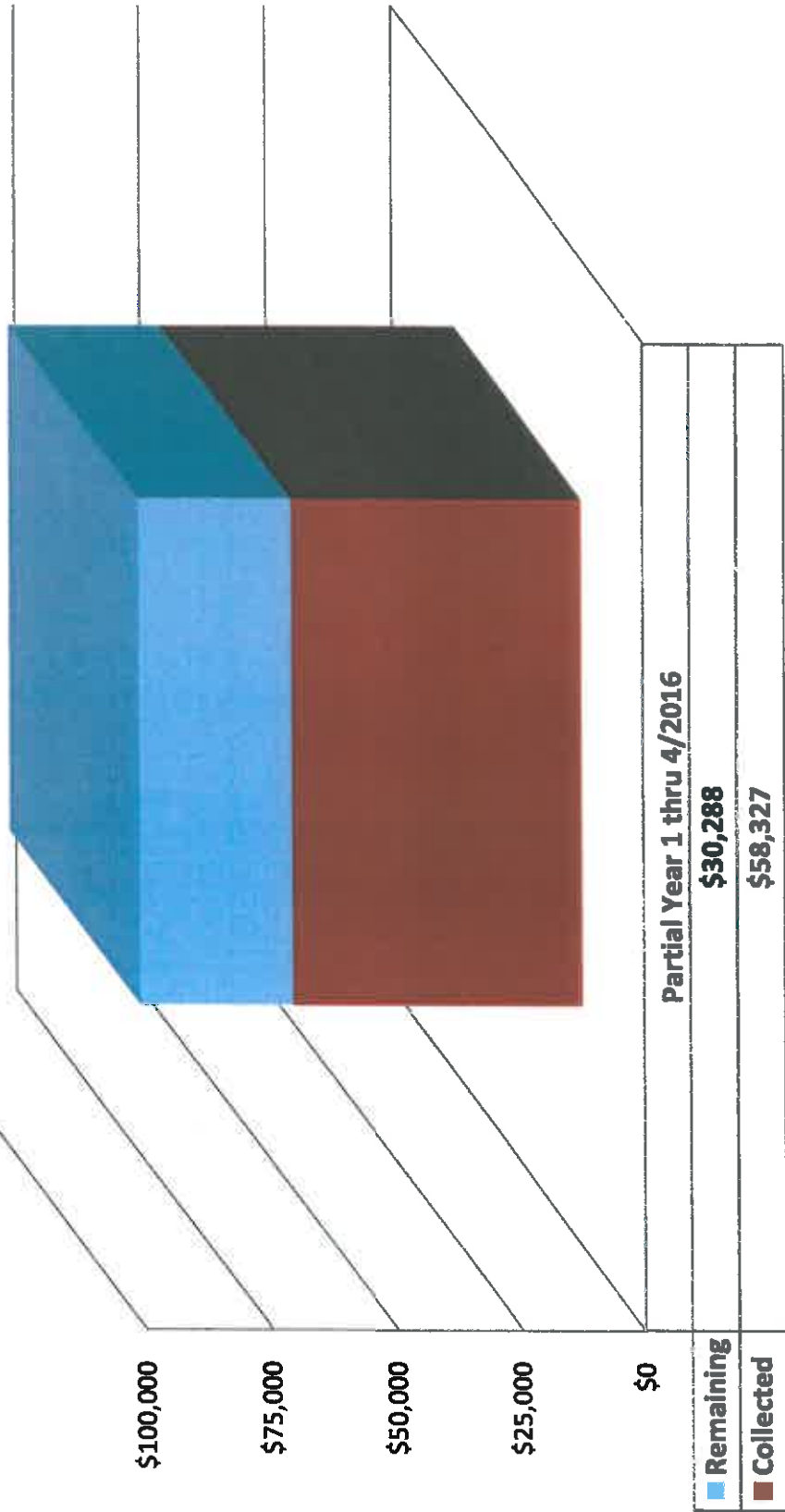
CITY OF FREEPORT
2013 Percentage of Collection



7/1 -6/30 for each year
Initial Outstanding Base Tax \$81,499 - as of 7/1/14

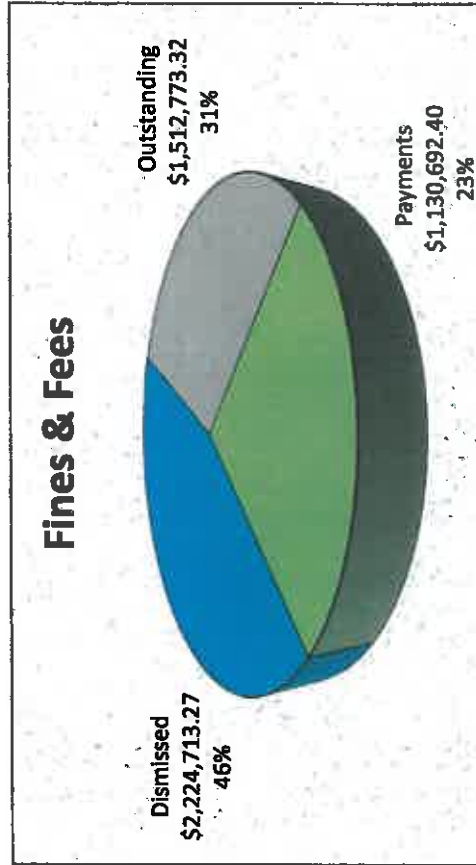
CITY OF FREEPORT
2014 Percentage of Collection

65.82%



Perdue, Brandon, Fielder, Collins, & Mott L.L.P
Fine and Fee Collection Report as of May 25, 2016
City of Freeport

Total Turnover		Payments and/or Partial Payments		Dismissed/Cleared		Total % Cleared	Address Correction	Letters Mailed	Phone #	Phone Contact
\$	#	\$	% of \$	\$	#	% of \$				
4,868,178.99	11,903	1,130,692.40	23.23%	2,224,713.27	12,663	45.70%	6,486	33,327	5-664	6,812



Docket Age Report Summary

For: Freeport City Fines And Fees

Year Of Offense	Offense Age In Years	Total Dollar Amount Turned Over	Total Dollar Amount Due	Total Dollar Amount Paid	Percent Paid	Total Dollar Amount Non Cash	Percent Non Cash	Total Dollar Amount Liquidated	Percent Liquidated
2016	0	\$2,949.96	\$2,949.96	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
2015	1	\$456,373.09	\$346,788.24	\$41,483.41	9.09%	\$68,101.44	14.92%	\$109,584.85	24.01%
2014	2	\$425,859.96	\$232,465.21	\$83,920.87	19.71%	\$109,473.88	25.71%	\$193,394.75	45.41%
2013	3	\$416,755.59	\$162,299.72	\$98,639.86	23.67%	\$155,816.01	37.39%	\$254,455.87	61.06%
2012	4	\$383,155.58	\$110,746.27	\$121,022.59	31.59%	\$151,386.72	39.51%	\$272,409.31	71.10%
2011	5	\$413,350.70	\$130,862.16	\$117,218.16	28.36%	\$165,270.38	39.98%	\$282,488.54	68.34%
2010	6	\$273,986.76	\$90,116.99	\$76,458.06	27.91%	\$107,411.71	39.20%	\$183,869.77	67.11%
2009	7	\$475,968.97	\$80,224.11	\$134,415.23	28.24%	\$261,329.63	54.90%	\$395,744.86	83.15%
2008	8	\$523,125.59	\$118,126.14	\$136,069.76	26.01%	\$268,929.69	51.41%	\$404,999.45	77.42%
2007	9	\$429,698.08	\$148,525.76	\$115,215.44	26.81%	\$165,956.88	38.62%	\$281,172.32	65.43%
2006	10	\$254,047.51	\$79,024.06	\$70,983.32	27.94%	\$104,040.13	40.95%	\$175,023.45	68.89%
2005	11	\$215,047.36	\$10,344.70	\$45,228.13	21.03%	\$159,474.53	74.16%	\$204,702.66	95.19%
2004	12	\$303,811.92	\$0.00	\$48,737.03	16.04%	\$255,074.89	83.96%	\$303,811.92	100.00%
2003	13	\$287,223.21	\$0.00	\$36,463.54	12.70%	\$250,759.67	87.30%	\$287,223.21	100.00%
2002	14	\$6,345.90	\$300.00	\$4,537.00	71.49%	\$1,508.90	23.78%	\$6,045.90	95.27%
2000	16	\$478.81	\$0.00	\$300.00	62.66%	\$178.81	37.34%	\$478.81	100.00%
		\$4,868,178.99	\$1,512,773.32	\$1,130,692.40	23.23%	\$2,224,713.27	45.70%	\$3,355,405.67	68.93%