

NOTICE OF PUBLIC HEARING  
THE FREEPORT CITY COUNCIL  
MONDAY, MARCH 6, 2017 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.

Public Appearances:

Members of the public are allowed to address the City Council at this time. Note, specific factual information or a recitation of existing policy may be furnished in response to an inquiry made, but any deliberation, discussion, or decision with respect to any subject about which the inquiry was made shall be limited to a proposal to place such subject on the agenda for a subsequent meeting for which notice is provided in compliance with the Texas Open Meetings Act unless said notice appears herein. The public is reminded that there is a (4) minute time limit as approved by City Council on June 21, 2010.

5. Consideration of approving November 21, 2016 & February 6, 2017 Council Minutes. Pg. 182-194
6. Consideration of approving and awarding the bids of March 6, 2017 for stabilization of asphalt in Second Street, beginning at the apron on Brazosport Boulevard (SH 288) to the East side of Brazos Boulevard, right-of-way under the Navigation Boulevard (FM1495) bridge, an area of approximately 450,000 to 500,000 square feet, using SA-44/LS-44 ecological stabilizer, with all joints in underlying concrete pavement to be stabilized with Geo-grid underlayment to bridge movement between the concrete, slabs and flexible road stabilizer, according to the below mentioned plans and specifications. Pg. 195
7. Consideration of approving and awarding the bids of March 6, 2017 for installation of asphalt Type D in Second Street, beginning at the apron on Brazosport Boulevard (SH 288) to the East side of Brazos Boulevard, right of way under the Navigation Boulevard (FM 1495) bridge, an area of approximately 450,000 to 500,000 square feet, and restriping to original markings, according to the below mentioned plans specifications. Pg. 196

8. Consideration of approving and advertising to set a bid date to remove from the City's parking lot located East of East Park Avenue, between the 100 Block of East Second Street and the 100 Block of East Broad Street, an area of approximately 16, 000 to 17, 000 square feet, all existing concrete, grade to drain, and eight (8") of stabilized base and stripping grass from the remainder of the parking lot, an area of approximately 45, 000 square feet, stabilize existing base to a depth of eight inches and grading to drain, all according to the below mentioned plans and specifications. Pg. 197-204
9. Consideration of approving and advertising to set a bid date for the installation of 62,000 to 65,000 square feet of Type D Hot Mix Asphalt to a depth of no less than two inches on the parking Lot located East of East Park Avenue, between the 100 Block of Est Second Street and the 100 Block of Est Broad Street, an area of approximately 62,000 to 65,000 square feet, and striping with traffic marking paint parking spaces to the designated by the City, all according to the below mentioned plans and specifications. Pg. 205-212
10. Consideration of approving and advertising to set a bid date for the stabilization of the existing base to depth of six (6") inches and installation of no less than two (2") inches of hot mix asphalt Type D, in the roadway on Freeport South Levey, from FM 1495 to the back entrance to Bryan Mound Strategic Oil Reserve, an area of approximately 35,000 to 40,000 square feet, according to the below mentioned plans and specifications. Pg. 213-220
11. Consideration of approving and authorizing the Mayor to execute and the City Secretary to attest the Joint Election Agreement and Contract for Election Services with Brazoria County and the City of Freeport. Pg. 221-228
12. Consideration of approving and authorizing the Mayor to execute and the City Secretary to attest to a request from Brazoria County Community Development Department to waive all permitting, building and inspections fees for residential reconstruction for 719 W. 11<sup>th</sup> Street. Pg. 229
13. Consideration of a variance request by Violet Butler of 515 North Ave. B to allow a motor home in the back yard for her disabled father. Pg. 230-234
14. Consideration of approving the sale of the City's interest on Block 48, Lot 13, Velasco Townsite, known as 523 South Ave. G. Tx Id. No. 8110-0465-000. Pg. 235-239
15. Consideration of approving and authorizing the City Secretary to publish a request for qualifications for engineering services for a proposed sports complex on Cherry and West 7<sup>th</sup> Street. Pg. 240
16. Consideration of the approving and authorizing the Mayor to execute and the City Secretary to attest contract renewal with Ashbritt Environmental for Disaster and/or Storm Recovery Services. Pg. 241-242

## 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 in the official glass case at the rear door of the City Hall, within 24 hours a day public access, 200 West 2nd Street, Freeport Texas, March 3, 2017 at or before 5:00 p.m.

---

Delia Munoz, City Secretary  
City of Freeport, Texas

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of the City of Freeport met on Monday, November 21st, 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 – Absent  
Councilwoman Nicole Mireles  
Councilwoman Sandra Barbree

Staff:

Jeff Pynes, City Manager  
Gilbert Arispe, Assistant City Manager  
Julian “Pat” Taylor, Asst. City Attorney  
Delia Munoz, City Secretary  
Dan Pennington, Police Chief  
Bob Welch, Finance Director

Visitors:

|                   |                   |
|-------------------|-------------------|
| Eric Hayes        | Melanie Oldham    |
| Manning Rollerson | Douglas Domingues |
| Moby Burrige      | Evelyn Buridge    |
| Lila Lloyd        | Margaret McMahan  |
| Keith Stumbaugh   | Roy Yates         |
| Sandra Barnett    | James Barnett     |
| Lila Diehl        | Angie Williams    |
| Ruben Renobato    | Ruth Renobato     |
| Edmeryl Williams  |                   |

Call to order.

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

Invocation.

Chief Dan Pennington offered the invocation.

Pledge of Allegiance.

Mayor Norma Moreno Garcia led the Pledge of Allegiance.

Attending citizens and their business.

Public Appearances:

Members of the public are allowed to address the City Council at this time. Note, specific factual information or a recitation of existing policy may be furnished in response to an inquiry made, but any deliberation, discussion, or decision with respect to any subject about which the inquiry was made shall be limited to a proposal to place such subject on the agenda for a subsequent meeting for which notice is provided in compliance with the Texas Open Meetings Act unless said notice appears herein. The public is reminded that there is a (4) minute time limit as approved by City Council on June 21, 2010.

Manning Rollerson complained that he had submitted an open records request three months ago and had not received it.

Ruben Renobato of 1507 W. 2<sup>nd</sup> Street, stated that an open records had been submitted and the City Secretary informed the requester that we did not have a written policy for placing items on the City Council Agendas and that a one page was attached to the request. He requested that on the next subsequent meeting council implement a policy and procedure as to place items on the agenda.

Lila Lloyd of 1620 North T, responded to the question from the opinion page “why do the property owners have to give the port money”? The land owners must pay property taxes to the Brazos River Harbor Navigation District. She pays taxes to both places and doesn’t want to be a member of the Brazos River Harbor Navigation District and forced off her my own property. She feels that City Government needs to commit to life as priority or it will continue to be diminished by outside forces.

Doug Domingues of 1314 W. 5<sup>th</sup> Street commended the Chief of Police and two Police Officers that assisted him in a car break down situation. He stated that it was not clear what was voted on the July 11, 2016 council meeting in reference to the new city manager contract. He asked Council to place this item on the next council agenda for rescinding.

Melanie Oldham of 922 W. 5<sup>th</sup> Street complained about an Open Records Request for any and all information on the City of Freeport Redevelopment Authority.

Consideration of approving November 7, 2016 Council Minutes.

On a motion by Councilman McDonald, seconded by Councilwoman Barbree, with all present voting “Aye”, Council unanimously approved the November 7, Council Minutes.

Consideration of approving Ordinance No. 2016-2122 amending the budget for the Fiscal Year 2015-2016.

On a motion by Councilwoman Barbree, seconded by Mayor Norma Garcia, with all present voting “Aye”, Council unanimously approved Ordinance No. 2016-2122 amending the budget for the Fiscal Year 2015-2016.

Consideration of approving Ordinance No. 2016-2128 repealing item two of Ordinance No. 2016-2113, which amended Section 71.51 of the Code of Ordinances of said City, to authorize a stop sign on North Ave. D, between Quintana and McNeil Streets, removing such location from Section 71.51 and directing the City Manager of said City to remove any stop sign on Ave. D, between Quintana and McNeil Streets, placed thereon pursuant to said Ordinance No. 2016-2113.

On a motion by Councilwoman Mireles, seconded by Councilman McDonald, with all present voting "Aye", Council unanimously approved Ordinance No. 201-2128 repealing item two of Ordinance No. 2016-2113, which amended Section 71.51 of the Code of Ordinances of said City, to authorize a stop sign on North Ave. D, between Quintana and McNeil Streets, removing such location from Section 71.51 and directing the City Manager of said City to remove any stop sign on Ave. D, between Quintana and McNeil Streets, placed thereon pursuant to said Ordinance No. 2016-2113.

Consideration of cancelling December 19, 2016 Council Meeting.

On a motion by Councilman McDonald, seconded by Councilwoman Barbree, with all present voting "Aye", Council unanimously approved to cancel the December 19, 2016 Council Meeting.

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

Mayor Norma M. Garcia closed the Formal Session and opened the Executive Session at 6:19 p.m.

Mayor Norma Moreno Garcia reconvened the meeting at 6:26 p.m. No action taken.

Executive Session

Section 551.072, Government Code

Deliberations concerning the purchase, exchange, lease or value of real property when deliberation in an open meeting might have a detrimental effect on the position of the City Council in negotiations with a third person, to wit;

- Regarding contractual negotiations for a new Recycling and Bulky Trash Deployment Center.

*No action taken*

Mayor Norma Moreno Garcia reconvened the meeting at 6:26 p.m.

Adjourn

On a motion by Councilwoman Barbree, seconded by Councilman McDonald, with all present voting "Aye", Mayor Norma M. Garcia adjourned the meeting at 6:26 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 City Council of the City of Freeport, met on Monday, February 6, 2017 at 6:05 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 McDonald – unexcused absent  
Councilman Fred Bolton  
Councilwoman Nicole Mireles  
Councilwoman Sandra Barbree

Staff:

Jeff Pynes, City Manager  
Gilbert Arispe, Assistant City Manager  
Delia Munoz, City Secretary  
Nat Hickey, Property Manager  
Dan Pennington, Police Chief  
Bob Welch, Finance Director  
Jennifer Hawkins, EDC Director  
Oscar Arevalo, Building Inspector

Visitors:

|                   |                   |
|-------------------|-------------------|
| Melanie Oldham    | Douglas Domingues |
| Jim Pirrung       | Veronica Gomez    |
| Moby Burrige      | Evelyn Burrige    |
| Victor Castaneda  | Martin Castaneda  |
| Juanita Cardozo   | Margarite Dixon   |
| Liza Mitchell     | Deina Foytik      |
| Jose Montoya      | Dale Foytik       |
| Ava Waddell       | Cristina Tijerina |
| Jessie Parker     | Reginald Williams |
| Edmeryl Williams  | Roy Yates         |
| Jim Barnett       | Sandra Barnett    |
| Edward T. Garcia  | Angie L. Williams |
| Manning Rollerson | Derrick Edwards   |
| Claudia Gomez     | Johnathon Gomez   |
| Vivian Alford     | Nancy Gray        |
| Duane Marks       | Melina Buchanan   |
| Luis Hernandez    | Sam Reyna         |
| Ruben Renobato    | Shenay White      |
| M. J. White       | Melvin White      |
| Eric Hayes        | Lila Diehl        |

D'Vane Buchanan  
Donna Jean Williams  
Margaret McMahan  
Carlos Mercado  
Bo Smith  
Troy Brimage  
Pam Tilley  
Sandra Edwards

Victoria Rodriguez  
Maria Owens  
Lucia Perez  
David White  
Clare Dunn  
Keith Stumbaugh  
Katie Hector  
Clifton White, Sr.

Call to order.

Mayor called the meeting to order at 6:05 p.m.

Invocation.

Wallace Shaw offered the invocation.

Pledge of Allegiance.

Johnathan Gomez and Nathan Olachia led the Pledge of Allegiance.

Attending citizens and their business.

Public Appearances:

Members of the public are allowed to address the City Council at this time. Note, specific factual information or a recitation of existing policy may be furnished in response to an inquiry made, but any deliberation, discussion, or decision with respect to any subject about which the inquiry was made shall be limited to a proposal to place such subject on the agenda for a subsequent meeting for which notice is provided in compliance with the Texas Open Meetings Act unless said notice appears herein. The public is reminded that there is a (4) minute time limit as approved by City Council on June 21, 2010.

Ruben Renobato talked about placing an items on the agenda for public discussion, see Texas Attorney General opinion DM 228 Dan Morales 1993. He urges all council members to exercise their right on placing items on the agenda. A right that was given to you by the voters that elected you.

Consideration of approving November 21, 2016 Council Minutes.

On a motion with Councilwoman Mireles, seconded by Bolton, with all present voting "Aye" Council unanimously approved the November 21, 2016 Council Minutes with the corrections on the minutes that it was Margaret McMahan speaking, not Ruben Renobato.



Proclamation: Proclaiming the month of March as “Bleeding Disorders Awareness Month in Freeport, Texas.

Mayor Norma M. Garcia read out the proclamation and it was accepted by Brazoria Sheriff Charles Wagner. He thanked the City Council.

Consideration of approving Ordinance No. 2016-2125 enacting and adopting a supplement (S-20) to the Code of Ordinance of the City of Freeport.

On a motion by Councilman Bolton, seconded by Councilwoman Barbree, with all present voting “Aye”, Council unanimously approved Ordinance No. 2016-2125 enacting and adopting a supplement (S-20) to the Code of Ordinance of the City of Freeport.

Consideration of approving Ordinance No. 2017-2129 calling the Annual General Election for the City of Freeport for the first Saturday in May, being May 6, 2017 at which the voters of said City residing in Wards B and D shall be permitted to vote for or against the candidates for positions B and D on the City Council of the City of Freeport and at which the voters of said City shall elect at large a mayor for said City.

On a motion by Councilwoman Barbree, seconded by Councilwoman Mireles, with all voting “Aye”, Council unanimously approved Ordinance No. 2017-2129 calling the Annual General Election for the City of Freeport for the first Saturday in May, being May 6, 2017 at which the voters of said City residing in Wards B and D shall be permitted to vote for or against the candidates for positions B and D on the City Council of the City of Freeport and at which the voters of said City shall elect at large a mayor for said City, with corrections on the 3<sup>rd</sup> page.

Consideration of approving Resolution No. 2017-2509 suspension of CenterPoint Energy’s proposed effective date related to its statement of intent to increase rates filed on or about November 16, 2016.

On a motion by Councilwoman Barbree, seconded by Councilwoman Mireles, with all present voting “Aye”, Council unanimously approved Resolution No. 2017-2509 suspension of CenterPoint Energy’s proposed effective date related to its statement of intent to increase rates filed on or about November 16, 2016.

Consideration of approving Resolution No. 2017-2510 authorizes the City to apply for a NIBRS Compliant RMS Project Grant to the Office of the Governor, Criminal Justice Division and agreeing to certain conditions in connection with such Grant No. 3232001.

On a motion by Councilwoman Mireles, seconded by Councilwoman Barbree, with all present voting “Aye”, Council unanimously approved Resolution 2017-2510 authorizing the City to apply for a NIBRS Compliant RMS Project Grant to the Office of the Governor, Criminal Justice Division and agreeing to certain conditions in connection with such Grant No. 3232001

Consideration of approving Resolution No. 2017-2511 authorizing the City Manager to apply to the office of the Governor, Criminal Justice Division for Fiscal Year 2017-2018, Radio Console Upgrade and Interoperability Grant and agreeing to certain conditions in connection with such Grant No. (3240301).

On a motion by Councilwoman Mireles, seconded by Councilwoman Barbree, with all present voting "Aye", Council unanimously approved Resolution No. 2017-2511 authorizing the City Manager to apply to the office of the Governor, Criminal Justice Division for Fiscal Year 2017-2018, Radio Console Upgrade and Interoperability Grant and agreeing to certain conditions in connection with such Grant No. (3240301).

Consideration of approving Resolution No. 2017-2512 authorizing the City Manager to apply to the Office of the Governor, Criminal Justice Division, for Fiscal Year 2017-2018 Asset Protection Initiative Grant and agreeing to the certain conditions in connections with such Grant No. 3251701.

On a motion by Councilwoman Mireles, seconded by Councilwoman Barbree, with all present voting "Aye", Council unanimously approved Resolution No. 2017-2512 authorizing the City Manager to apply to the Office of the Governor, Criminal Justice Division, for Fiscal Year 2017-2018 Asset Protection Initiative Grant and agreeing to the certain conditions in connections with such Grant No. 3251701.

Consideration of approving and accepting an application for commercial tax abatement on Lots 1, 2, 3 and 4, Block 164, Dow First Addition of the City of Freeport, Texas, setting a date for a hearing on such application and approving the form for a tax abatement agreement between the City and the owner(s) of such lots.

On a motion by Councilwoman Barbree, seconded by Councilwoman Mireles, with all present voting "Aye", Council unanimously approved an application for commercial tax abatement on Lots 1, 2, 3 and 4, Block 164, Dow First Addition of the City of Freeport, Texas, setting a date for March 20, 2017 for a hearing on such application and approving the form for a tax abatement agreement between the City and the owner(s) of such lots.

Consideration of approving the sale of the City's interest in Block 715, Lot 24, Velasco Townsite, Tax Id. No. 8110-3076-00, known as 1223 N. Ave. M.

On a motion by Councilwoman Mireles, seconded by Councilman Bolton, with all present voting "Aye", Council unanimously denied the sale of the City's interest in Block 715, Lot 24, Velasco Townsite, Tax Id. No. 8110-3076-00, known as 1223 N. Ave. M.

Consideration of approving the sale of the City's interest on Block 71, Lot 12, Velasco Townsite, Tax Id. No. 8110-0177-000, known as 224 South Ave. I.

On a motion by Councilman Bolton, seconded by Councilwoman Barbree, with all present voting "Aye", Council unanimously approved selling the City's interest on Block 71, Lot 12, Velasco Townsite, Tax Id. No. 8110-0177-000, known as 224 South Ave. I.

Consideration of approving the sale of the City's interest on Block 36, Lot 9, 10 & 12, Velasco Townsite, Tax Id. No. 8110-0394-000, known as 618-624 South Ave. F.

On a motion by Councilwoman Mireles, seconded by Councilwoman Barbree, with all present voting "Aye", Council unanimously denied the sale of the City's interest on Block 36, Lot 9, 10 & 12, Velasco Townsite, Tax Id. No. 8110-0394-000, known as 618-624 South Ave. F.

Consideration of the approval of a 0.1433 acre easement granted by Freeport LNG to the City of Freeport to permit the installation of a waterline from the City's water main in the State Highway 332 right-of-way to a Freeport LNG facility located South of that highway and authorization of the Mayor to execute and the City Secretary to attest such easement on behalf of the City and cause it to be recorded in the Official Records of Brazoria County, Texas.

On a motion by Councilwoman Barbree, seconded by Councilman Bolton, with all present voting "Aye", Council unanimously approved a 0.1433 acre easement granted by Freeport LNG to the City of Freeport to permit the installation of a waterline from the City's water main in the State Highway 332 right-of-way to a Freeport LNG facility located South of that highway and authorization of the Mayor to execute and the City Secretary to attest such easement on behalf of the City and cause it to be recorded in the Official Records of Brazoria County, Texas.

Consideration of the approval of a 1.895 acre easement granted by Freeport LNG to the City of Freeport to permit the installation of a waterline from the City's water main in the State Highway 332 right-of-way to a Freeport LNG facility located South of that highway and authorization of the Mayor to execute and the City Secretary to attest such easement on behalf of the City and cause it to be recorded in the Official Records of Brazoria County, Texas, upon receipt of the signed original of such easement.

On a motion by Councilwoman Barbree, seconded by Councilman Bolton, with all present voting "Aye", Council unanimously approved a 1.895 acre easement granted by Freeport LNG to the City of Freeport to permit the installation of a waterline from the City's water main in the State Highway 332 right-of-way to a Freeport LNG facility located South of that highway and authorization of the Mayor to execute and the City Secretary to attest such easement on behalf of the City and cause it to be recorded in the Official Records of Brazoria County, Texas, upon receipt of the signed original of such easement.

Consideration of the approval of a 4.02 acre easement granted by Freeport LNG to the City of Freeport to permit the installation of a waterline from the City's water main in the State Highway 332 right-of-way to a Freeport LNG facility located South of that highway and authorization of the Mayor to execute and the City Secretary to attest such easement on behalf of the City and cause it to be recorded in the Official Records of Brazoria County, Texas, upon receipt of the signed original of such easement and a photocopy of a signed and acknowledged warranty deed conveying such 4.02 acres to Freeport LNG.

On a motion by Councilwoman Barbree, seconded by Councilman Bolton, with all present voting "Aye", Council unanimously approved a 4.02 acre easement granted by Freeport LNG to the City of Freeport to permit the installation of a waterline from the City's water main in the State Highway 332 right-of-way to a Freeport LNG facility located South of that highway and authorization of the Mayor to execute and the City Secretary to attest such easement on behalf of the City and cause it to be recorded in the Official Records of Brazoria County, Texas, upon receipt of the signed original of such easement and a photocopy of a signed and acknowledged warranty deed conveying such 4.02 acres to Freeport LNG.

Consideration of approving a proposal by Sign AD to remove 880 square feet of signage on Hwy. 288 (old existing wooden billboard) one mile South of Hwy. 332, in exchange for City approval to convert a single face of their existing sign located at 1924 Brazosport Boulevard to a digital/LED face.

On a motion by Councilwoman Barbree, seconded by Councilwoman Mireles, with all present voting "Aye" Council unanimously approved Sign AD to remove 880 square feet of signage on Hwy. 288 (old existing wooden billboard) one mile South of Hwy. 332, in exchange for City approval to convert a single face of their existing sign located at 1924 Brazosport Boulevard to a digital/LED face. Sign AD has offered to provide 40 free hours per year of advertising time on the billboard located in Freeport, plus an additional 40 hours on their digital billboards located in either Galveston, LaPorte or Brookshire.

Discus and consider approving LJA Engineering, Inc. proposal and Service Agreement on Soccer Fields/Football Recreational Complex Rehabilitation, located at Cherry at West 7<sup>th</sup> Street.

Jose Montoya, President of the Freeport Soccer Club since 1990 spoke in favor of the rehabilitation of the complex. He has taken up the responsibility of doing some of the maintenance on the soccer fields for the children.

Liza Mitchell who is Director for TOPS; kids that have disabilities spoke in favor of the propose complex. Freeport does not have the sidewalks or restrooms to accommodate the disable, they go to Angleton.

Deina Foytik, President of the Brazosport Youth Soccer Association asked for support. Many others spoke in favor of the proposal of the Freeport Soccer Complex, rehabilitation, located at Cherry at West 7<sup>th</sup> Street.

David White, Melvin White, Shenay White acting President for the Little League Football spoke about the advantages of having the complex rehabilitated. Many of our children go play at other cities because our grounds are deteriorated to the point of being unfit. They have to go outside of Freeport and pay to use their fields. Participation in sports can help build self-esteem and confidence, motivates children to excel academically and build social skills. Children who participate in sports get praise and encouragement from coaches and parents, building self-confidence. Adults and children use the track for walking.

Edward Garcia of 1924 is not against sports, asked if we could involve the Brazosport School District for help. The city would rather have sewer lines fixed and commodes that flush and sidewalks that we can walk on and streets.

Ruben Renobato of 1507 W. 2nd, asked for the cost of the proposed Freeport Soccer Complex. He doesn't object to the proposed complex, but doesn't see it as a priority and to remember when heavy rain comes, sewer backup into house.

Manning Rollerson asked spoke in favor the complex and asked that we give the opportunity's to children and keep them off the streets.

Melanie Oldham of 922 W. 5th., supports sports but like to see money put in street repairs and sewer systems, asked if there was any bid process. LJA was hired to look into why there was flooding on Velasco and she doesn't know what they recommended. She asked that the City slow down and determine what quality of life is for the children.

Margaret McMahan of 1330 W. 8th, spoke in behalf of the Concern Citizens of Freeport stated that Freeport has an outstanding youth basketball group and supports fitness. In the best interest of the City, she requested the City get at least 3 bids on this project, since is over the \$50,000 limit. She remembers that BISD had an agreement until 2047 for maintaining the grounds. She suggested asking for assistance and/or partnering with B.I.S.D.

City Manager Jeff Pynes stated that the engineering cost is \$147,400.00 for the complex rehabilitation.

Councilwoman Mireles is not against the complex but her concern is why the existing fields are not maintained and why are we allowing our kids to play in such deplorable conditions. She would like to see more bids on this project.

Councilwoman Barbree stated that we need to invest in our children today.

Councilman Bolton stated that families don't want to bring their children here; our facilities are pathetic, second hand and its time we do something for the kids. We need quality of life in our community.

Mr. Jackson stated that he is Exporter Proud and we need to approach the chemical plants around us.

On a motion by Councilwoman Barbree, seconded by Councilwoman Mireles, with all present voting "Aye", Council unanimously approved to reagenda.

Consideration of approving a final plat of Blue Dolphin Site Subdivision, a subdivision of 80.289 acres, being the residual of a called 105.52 acre tract recorded in Volume 1058, page 783 of the Brazoria County Deed Records and a portion of Lot 1 in the Brazos Coast Investment Company Subdivision Number 10 recorded in Volume 2, Page 145 of the

Brazoria County Deed Records in the F. J. Calvit League, Abstract 51, Brazoria County, December 2016.

On a motion by Councilwoman Barbree, seconded by Councilwoman Mireles, with all present voting "Aye", Council unanimously approved a final plat of Blue Dolphin Site Subdivision, a subdivision of 80.289 acres, being the residual of a called 105.52 acre tract recorded in Volume 1058, page 783 of the Brazoria County Deed Records and a portion of Lot 1 in the Brazos Coast Investment Company Subdivision Number 10 recorded in Volume 2, Page 145 of the Brazoria County Deed Records in the F. J. Calvit League, Abstract 51, Brazoria County, December 2016.

Consideration of approving a re-plat of Freeport Christian Center, Lots 2-8 of Velasco Heights Annex, A. Calvit League, Abstract No. 49, Brazoria County.

On a motion by Councilwoman Barbree, seconded by Councilwoman Mireles, with all present voting "Aye", Council unanimously approved a replat of Freeport Christian Center, Lots 2-8 of Velasco Heights Annex, A. Calvit League, Abstract No. 49, Brazoria County.

Consideration of approving Kendig Keast Collaborative (KKC) Exhibit A Scope of Service and Exhibit B Support Services of Client for Freeport Master Plan.

Economic Development Director Jennifer Hawkins and Board Member Roy Yates discussed a proposed master plan for the City. It will replace the city's previous plan which was more of a beautification plan and did not address drainage and infrastructure. The City, Port Freeport and the Freeport Economic Development will share the cost of \$210,000 for a 20 year Comprehensive Master Plan.

On a motion by Councilman Bolton, seconded by Councilwoman Barbree, with all present voting "Aye", Council unanimously approved Kendig Keast Collaborative (KKC) Exhibit A Scope of Service and Exhibit B Support Services of Client for Freeport Master Plan.

Consideration of authorizing the City Attorney to prepare an ordinance for closing, abandoning and/or the sale of Ash Street right of way on West 9<sup>th</sup> Street, Windsor Terrace Subdivision, between Block 3, Lot 18, (Zoned R-2) and Lot 1, Block 4 (Zoned R-3).

On a motion by Mayor Norma Garcia, seconded by Councilwoman Barbree, with all present voting 2 to 2, (tie vote) to authorize the City Attorney to prepare an ordinance for closing abandoning and/or the sale of Ash Street right of way on West 9<sup>th</sup> Street, Windsor Terrace Subdivision, between Block 3, Lot 18, (Zoned R-2) and Lot 1, Block 4 (Zoned R-3). Councilman Bolton and Councilwoman Mireles opposed.

Consideration of advertising and setting a bid date for March 6, 2017 for stabilization of asphalt in Second Street, beginning at the apron on Brazosport Boulevard (SH 288) to the East side of Brazos Boulevard, right-of-way under the Navigation Boulevard (FM1495) bridge, an area of approximately 450,000 to 500,000 square feet, using SA-44/LS-44 ecological stabilizer, with all joints in underlying concrete pavement to be stabilized with Geo-grid underlayment to

bridge movement between the concrete, slabs and flexible road stabilizer, according to the below mentioned plans and specifications.

On a motion by Councilman Bolton, seconded by Councilwoman Barbree, with all present voting "Aye", Council unanimously approved advertising and setting a bid date for March 6, 2017 for stabilization of asphalt in Second Street, beginning at the apron on Brazosport Boulevard (SH 288) to the East side of Brazos Boulevard, right-of-way under the Navigation Boulevard (FM1495) bridge, an area of approximately 450,000 to 500,000 square feet, using SA-44/LS-44 ecological stabilizer, with all joints in underlying concrete pavement to be stabilized with Geo-grid underlayment to bridge movement between the concrete, slabs and flexible road stabilizer, according to the below mentioned plans and specifications.

Consideration of advertising and setting a bid date for March 6, 2017 for installation of asphalt Type D in Second Street, beginning at the apron on Brazosport Boulevard (SH 288) to the East side of Brazos Boulevard, right of way under the Navigation Boulevard (FM 1495) bridge, an area of approximately 450,000 to 500,000 square feet, and restriping to original markings, according to the below mentioned plans specifications.

On a motion by Councilman Bolton, seconded by Councilwoman Barbree, with all present voting "Aye", Council unanimously approved advertising and setting a bid date for March 6, 2017 for installation of asphalt Type D in Second Street, beginning at the apron on Brazosport Boulevard (SH 288) to the East side of Brazos Boulevard, right of way under the Navigation Boulevard (FM 1495) bridge, an area of approximately 450,000 to 500,000 square feet, and restriping to original markings, according to the below mentioned plans specifications.

Consideration of approving a request from Vijay Patel for parking six park models RV's in Freeport RV Park until September 2024.

Paras Chokshi owner of the Freeport RV Park did not think he needed a permit to park the trailers because the trailers are registered as RV.'s. Building Official Oscar Arevalo stated the RV's do not comply with the ordinance and they will have to have a variance or amend the ordinance. This type of RV's require a TxDot permit to move on the highway.

Mayor Norma Garcia asked Mr. Shaw if this was a sufficient request or to amend the ordinance.

Mr. Shaw stated the ordinance could be amended to fit the definition of the parked RV's.

Councilwoman stated that she wanted to fair and transport.

On a motion by Councilman Bolton, seconded by Councilwoman Barbree, with all present voting 3 to 1, to approve a request from Vijay Patel for parking six park models RV's in Freeport RV Park until September 2020, until a various or the ordinance can be amended. Councilwoman Mireles opposed.

Consideration of approving Gardner Campbell proposal to develop 600 Block of West Brazos and to close, abandon the 600 Block of West Brazos.

Gardo Campbell had letters from the other two land owners that they approve to close, abandon the 600 Block of West Brazos; will built 3 new home, and renovate another. He also stated that he had a signed agreement to purchase the entire water front from EDC as he builds.

On a motion by Councilman Bolton, seconded by Councilwoman Barbree, with all present voting "Aye", Council unanimously approved Gardner Campbell proposal to develop the 600 Block of West Brazos and to close, abandon the 600 Block of West Brazos.

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

Mayor reconvened the Formal Session for a motion.

On a motion by Councilwoman Mireles, seconded by Councilman Bolton, with all voting "Aye", Council approved for the City Manager to get an engineer cost for water services to Commerce Street and outside the Extra Territorial Jurisdiction (ETA) area.

Work Session:

Discuss with Gardner Campbell his proposal to develop 600 Block of West Brazos and to close, abandon the 600 Block of West Brazos.

Mr. Gardner Campbell discussed the development proposal of the 600 blk. of 1st. in Freeport, located directly behind the river levee and close West Brazos Street in the 600 block to become a privately owned and gated community.

Mayor closed the Formal Session and opened the Executive Session at 8:41 p.m.

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:

- 2017 Housing Initiatives
- Municipal Water Service to Commerce Street and outside the Extra Territorial Jurisdiction (ETJ) area.

*Motion made in open session*

The Mayor closed Executive Session and reconvened the Formal Session at 8:53 p.m. for a motion on item no. #30.

Adjourn

Mayor Norma M. Garcia adjourned the meeting at 8:54 p.m.

---

Mayor Norma Moreno Garcia  
City of Freeport, Texas

---

Delia Munoz, City Secretary  
City of Freeport, Texas



INVITATION TO BID

NOTICE IS HEREBY GIVEN that the City of Freeport, Texas, (the City) is interested in entering into a contract for stabilization of asphalt in Second Street, beginning at the apron on Brazosport Blvd. (SH 288) to the East side of Brazos Blvd, right-of-way under the Navigation Blvd. (FM 1495) bridge, an area of approximately 450,000 to 500,000 square feet, using SA-44/LS-44 ecological stabilizer, with all joints in underlying concrete pavement to be stabilized with Geo-grid underlayment to bridge movement between the concrete, slabs and flexible road stabilizer, 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 the above project 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 6th day of March, 2017, 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 the above project 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 6th day of FEB.,  
2017.

\_\_\_\_\_  
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.

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 asphalt Type D in Second Street, beginning at the apron on Brazosport Blvd. (SH 288) to the East side of Brazos Blvd, right-of-way under the Navigation Blvd. (FM 1495) bridge, an area of approximately 450,000 to 500,000 square feet, and restriping to original markings, 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 the above project 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 6th day of MARCH, 2017, 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 the above project 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 6th day of FEB.,  
2017.

\_\_\_\_\_  
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.

INVITATION TO BID

NOTICE IS HEREBY GIVEN that the City of Freeport, Texas, (the City) is interested in entering into a contract for mentioned, CONTRACTOR will commence and complete, in a good and workmanlike manner, the removal from the City's parking lot located east of East Park Avenue, between the 100 block of East Second Street and the 100 block of East Broad Street, an area of approximately 16,000 to 17,000 square feet. all existing concrete, grade to drain, add eight (8") of stabilized base and stripping grass from the remainder of the parking lot, an area of approximately 45,000 square feet, stabilize existing base to a depth of eight inches and grading to drain, 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 the above project 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 \_\_\_\_\_, 2017, 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 the above project 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 \_\_\_\_\_,  
2017.

\_\_\_\_\_  
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 \_\_\_\_\_, 2017, 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 removal from the City's parking lot located east of East Park Avenue, between the 100 block of East Second Street and the 100 block of East Broad Street, an area of approximately 16,000 to 17,000 square feet. all existing concrete, grade to drain, add eight (8") of stabilized base and stripping grass from the remainder of the parking lot, an area of approximately 45,000 square feet, stabilize existing base to a depth of eight inches and grading to drain, (the "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, whichever 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.

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

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

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

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

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

"OWNER"

THE CITY OF FREEPORT, TEXAS

BY \_\_\_\_\_  
Norma Moreno Garcia, Mayor

ATTEST:

\_\_\_\_\_  
Delia Munoz,  
City Secretary

"CONTRACTOR"

(INSERT NAME IN CAPS)

By \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Its \_\_\_\_\_

GENERAL CONDITIONS

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

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

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

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

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

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

NOTICES: Notices hereunder shall be sent to the OWNER c/o City Manager, 200 West Second Street, Freeport, Texas 77541 and to CONTRACTOR at (insert address). 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 wrote 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\Parking Lot Stabilization-Contract

INVITATION TO BID

NOTICE IS HEREBY GIVEN that the City of Freeport, Texas, (the City) is interested in entering into a contract for the installation of 62,000 to 65,000 square feet of Type D Hot Mix asphalt to a depth of no less than two inches on the parking lot located east of East Park Avenue, between the 100 block of East Second Street and the 100 block of East Broad Street, an area of approximately 62,000 to 65,000 square feet, and striping with traffic marking paint parking spaces to be designated by the City, 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 the above project 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 \_\_\_\_\_, 2017, 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 the above project 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 CLARNESS, 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 \_\_\_\_\_,  
2017.

\_\_\_\_\_  
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 \_\_\_\_\_, 2017, 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 installation of 62,000 to 65,000 square feet of Type D Hot Mix asphalt, to a depth of no less than two inches, on the parking lot located east of East Park Avenue, between the 100 block of East Second Street and the 100 block of East Broad Street, an area of approximately 62,000 to 65,000 square feet, and striping, with traffic marking paint, parking spaces to be designated by the City, (the "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.

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

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

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

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

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

"OWNER"

THE CITY OF FREEPORT, TEXAS

BY \_\_\_\_\_  
Norma Moreno Garcia, Mayor

ATTEST:

\_\_\_\_\_  
Delia Munoz,  
City Secretary

"CONTRACTOR"

(INSERT NAME IN CAPS)

By \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Its \_\_\_\_\_

## GENERAL CONDITIONS

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

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

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

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

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

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

NOTICES: Notices hereunder shall be sent to the OWNER c/o City Manager, 200 West Second Street, Freeport, Texas 77541 and to CONTRACTOR at (insert address). 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 wrote 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\Parking Lot Paving-Contract

INVITATION TO BID

NOTICE IS HEREBY GIVEN that the City of Freeport, Texas, (the City) is interested in entering into a contract for the stabilization of the existing base to depth of six (6") inches and installation of no less than two (2") inches of hot-mix asphalt Type D, in the roadway on Freeport South Levy, from FM 1495 to the back entrance to Bryan Mound Strategic Oil Reserve, an area of approximately 35,000 to 40,000 square feet, 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 the above project 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 \_\_\_\_\_, 2017, 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 the above project 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 \_\_\_\_\_,  
2017.

\_\_\_\_\_  
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 \_\_\_\_\_, 2017, 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 stabilization of the existing base to depth of six (6") inches and installation of no less than two (2") inches of hot-mix asphalt Type D, in the roadway on Freeport South Levy, from FM 1495 to the back entrance to Bryan Mound Strategic Oil Reserve, an area of approximately 35,000 to 40,000 square feet (the "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.

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

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

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

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

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

"OWNER"

"CONTRACTOR"

THE CITY OF FREEPORT, TEXAS

(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 takes control of the WORK, then CONTRACTOR shall be entitled, upon completion of the work, to the difference between the contract price and the reasonable cost and expenses incurred by OWNER in finishing the WORK. If such costs and expenses should exceed the contract price, CONTRACTOR agrees to pay the excess to OWNER at Freeport, in Brazoria County, Texas, within thirty (30) days after being billed therefor by OWNER, as liquidated damages agreed upon by the parties hereto in consideration of the difficulty of ascertaining the actual damages by other means. The provisions of this section shall not apply to any defaults in performance of the incidental covenants of the CONTRACTOR which are not directly related to the continuity and quality of the performance of the WORK.

NOTICES: Notices hereunder shall be sent to the OWNER c/o City Manager, 200 West Second Street, Freeport, Texas 77541 and to CONTRACTOR at (insert address). 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 wrote 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\ -South Levy Road Paving Contract

## JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT by and between CITY OF FREEPORT, acting by and through the governing body of hereinafter referred to as "Political Subdivision", and Joyce Hudman, County Clerk of Brazoria County, Texas, hereinafter referred to as "County Clerk", and by authority of section 31.092(a), Texas Election Code, for the conduct and supervision of the Political Subdivisions election to be held on MAY 6, 2017.

### RECITALS

Political Subdivision is holding a Municipal Election (at the expense of Political Subdivision) on MAY 6, 2017

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

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

### I. ADMINISTRATION

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

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

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

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

## II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances. With reference to publications, the "County Clerk" will publish the "Notice of Test of Automatic Tabulating Equipment" and the "Notice of Election". If a Political Subdivision is holding any type Special Election, the Political Subdivision may have to publish their own "Notice of Election" in order to meet additional requirements. Please advise the Brazoria County Election's Office if your Political Subdivision must print a separate notice so we do not include your Political Subdivision in the Notice published by our office.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the County Clerk's Election Department.

It is currently unclear whether the preclearance section of the Voting Rights Act of 1965, as amended, applies and whether preclearance is required. If it is determined that preclearance is required, the County Clerk's Election Department, with the assistance of the Brazoria County District Attorney's Office, shall prepare a submission to the United States Department of Justice for preclearance of the joint election procedures and polling places, pursuant to the Voting Rights Act of 1965, as amended. If preclearance is required, each Political Subdivision shall provide necessary documentation for preclearance and this submission to the Department of Justice shall be made on behalf of all political subdivisions participating in joint elections on MAY 6, 2017 .

## III. STATUTORY COMPLIANCE

Political subdivisions shall follow all applicable State and Federal laws related to Elections including but not limited to Sec. 52.072 of the Election Code, which states, "a proposition on the ballot shall be printed on the ballot in the form of a single statement". **Failure to do so may prohibit the political subdivision's participation in a Joint Election.**

## IV. VOTING LOCATIONS

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

If polling places for the MAY 6, 2017 joint election are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than MAY 6, 2017 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the MAY 6, 2017 election. Any changes in voting location from those that were used in the MAY 7, 2016 COUNTYWIDE JOINT elections will be posted by the County Clerk's Election Office.

#### V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

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

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

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

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

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are temporary part-time employees subject only to those benefits available to such employees.

## VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

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

Political Subdivision shall furnish the County Clerk a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). THE POLITICAL SUBDIVISION SHALL ALSO PROVIDE A COPY OF EACH CANDIDATES APPLICATION TO THE BRAZORIA COUNTY ELECTION'S OFFICE. This list shall be delivered to the Elections Department as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

## VII. EARLY VOTING

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

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

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

## VIII. EARLY VOTING BALLOT BOARD

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

## IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

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

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

|                                     |                  |
|-------------------------------------|------------------|
| Counting Station Manager:           | Lisa Mujica      |
| Alternate Counting Station Manager: | Brandy Pena      |
| Tabulation Supervisor:              | Susan Cunningham |
| Alternate Tabulation Supervisor:    | Brandy Pena      |
| Presiding Judge:                    | Tamara Reynolds  |
| Alternate Presiding Judge:          | Dottie Cornett   |

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

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

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

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

## X. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on the cost per polling place. Since we will be switching to "Vote

Centers", every political subdivision will be voting at every location. For billing purposes, each "Vote Center" will be assigned precincts in the area and if a political subdivision is on the ballot for any of the assigned precincts, they will share in the cost of that voting location.

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

Costs for Early Voting by Personal Appearance will be divided by all Political Subdivisions as follows: Total cost of all 11 locations will be divided by all Political Subdivisions holding elections on MAY 6, 2017. Cost will be based on registered voters.

#### XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

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

#### XII. RECORDS OF THE ELECTION

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

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

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

#### XIII. RECOUNTS

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



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

#### XIV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the County Clerk may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The County clerk shall file copies of this document with the Brazoria County Treasurer and the Brazoria County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. In the event that legal action is filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the County Clerk, and additional election personnel as necessary.
4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
5. The parties agree that under the Constitution and laws of the State of Texas, neither Brazoria County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
6. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.
7. In the event of one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
10. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be DETERMINED AFTER THE ELECTION. Political Subdivision agrees to pay to Brazoria County a deposit of \$1,500.00. This deposit shall be paid to Brazoria County within 10 days after the final candidate filing deadline. The final candidate filing deadline is FEBRUARY 17, 2017. Therefore, deposit is due by MARCH 03, 2017. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the MAY 6, 2017 election and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to Brazoria County the balance due within thirty (30) days after receipt of the final invoice from the County Clerk's Election Department. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, Brazoria County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

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

(1) It has on the \_\_\_\_\_ day of \_\_\_\_\_, 2017 been executed on behalf of Brazoria County by the County Judge or the County Clerk pursuant to the Texas Election Code so authorizing;

(2) It has on the \_\_\_\_\_ day of \_\_\_\_\_, 2017 been executed on behalf of the Political Subdivision by its Presiding Officer or authorized representative, pursuant to an action of the Political Subdivision so authorizing;

BRAZORIA COUNTY

By \_\_\_\_\_  
Joyce Hudman, County Clerk

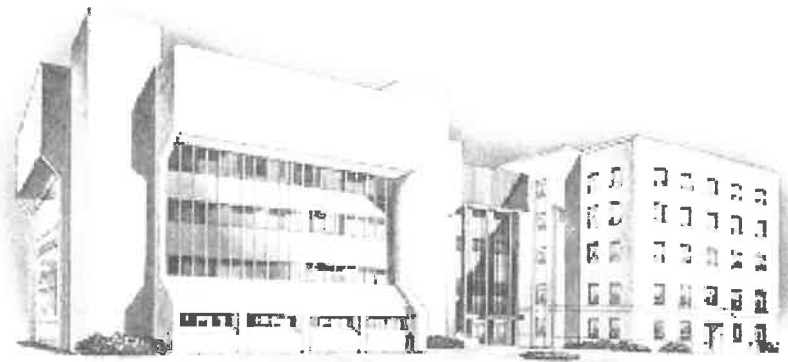
ATTEST:

POLITICAL SUBDIVISION

\_\_\_\_\_  
By \_\_\_\_\_  
Presiding Officer or Authorized Representative  
CITY OF FREEPORT

**NANCY FRIUDENBERG**  
DIRECTOR

**JENNIFER CRAINER**  
ASSISTANT DIRECTOR



**APRIL GARCIA**  
PROJECT COORDINATOR

**TAMMY HUGHES**  
FINANCIAL COORDINATOR

**BRAZORIA COUNTY**  
**COMMUNITY DEVELOPMENT**  
**DEPARTMENT**

February 9, 2017

City of Freeport  
200 W. Second Street  
Freeport, TX 77541

Re: Reconstruction – 719 W. 11<sup>th</sup> Street

To Whom It May Concern:

Please waive all permitting, building, and inspections fees for Residential Reconstruction for Eursella Johnson who resides at 719 W. 11<sup>th</sup> St., and has been approved for assistance under the County's HOME Reconstruction/Rehabilitation Program. Ms. Johnson has contracted with JC Cantera Homes, whose address is PO Box 539, Fresno, TX 77545. A demolition date has been tentatively set for the week of February 13<sup>th</sup>.

US Dept of Housing and Urban Development's HOME Reconstruction/ Rehabilitation program assists low to moderate income families repair their homes or, in the case that rehab is not feasible, reconstruct a new dwelling. These are grant funds from HUD that the County manages and distributes to participating jurisdictions throughout the County. This program not only helps the individual with a more suitable living environment, but also prevents the City's housing stock to become dilapidated, and in turn, promotes an increase in property values. The cost of the assistance is in the form of a deferred, forgivable loan which requires a lien to be placed on the property for a period of 10 years for rehabilitation, and 20 years for the reconstruction of the home. There is no mortgage payment required from the homeowner; however, they must maintain property taxes, insurance, and reside in the home for the period of the lien.

If you have any questions, please feel free to call me at (979) 864-1220.

Sincerely,

Jennifer L. Crainer  
HOME Specialist

1524 EAST MULBERRY, SUITE 162, ANGLETON, TEXAS 77515

Angleton Area  
(979) 864-1427

Brazosport Area  
(979) 388-1427

Houston Area  
(281) 756-1427

Fax Number  
(979) 864-1089

P229

2-9-17

To whom this may concern;

My name is Violet Butler, I live at 515 N. Avenue B in Freeport. I am asking you to please consider letting my dad and his motor home to stay on my property. I am a single mother of 3 kids. I am taking care of my kid's great grandfather that is 82 yrs old + on hospice. I also take care of my 66 yr old dad that is disable and cannot work anymore. I have been doing this for a very long time and I get absolutely no help from my family. I do everything on my own. I need my dad here with me because it's easier for me to take care of him and he also helps with my kids and their great granddad. Financially I can't afford to put him anywhere. I am very limited on my funds. The motor home does not run right now but I have been working on it. My dad only gets a disability check and no one can ever live off of what he gets. I am trying my best to get him back on his SS but it's hard. My dad is very helpful being here and the only reason he is out in the RV is because my house is full. I have no room left, I had to turn my dinning room into a bedroom for the grandfather. So please find it in your hearts to let me keep my dad + his RV parked in my back yard. I don't have much but what I have is only my dad and kids, please help me. Thank you and God bless.

Thank you,

  
Violet Butler

City of Freeport  
Building Department  
Phone: 979-233-3526

PAID  
FEB 21 2017

For Office Use Only

Case Number: \_\_\_\_\_  
Date Filed: 2/21/17  
ZBA Date: \_\_\_\_\_  
Request for:  
 Variance  
 Nonconforming Use

Application for  
Variance

1. Address or general location of site: 515 n ave B Freeport

2. Subdivision \_\_\_\_\_ Block \_\_\_\_\_ Lots \_\_\_\_\_ Acres \_\_\_\_\_

3. Current Zoning Classification: \_\_\_\_\_

4. Proposed or existing use of the site (please be specific): My dad lives on the rv/motorhome because he is disable and I have no room on my house. He also helps with the grand plan + kids. GD is a hospice and he watches him while I work. I fincantly cant afford to take care of him anywhere else.

5. Request a variance to the following sections of the Zoning Ordinance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

→ on back

I hereby certify that I am the owner, or duly authorized agent of the owner, for the purposes of this application. The application fee of \$150.00, to cover the cost of this variance request application, has been paid to the City of Freeport on Feb 20, 2017. I also certify that I have been informed and understand the regulations regarding variances as specified in the Zoning Ordinance of the City of Freeport. I understand it is necessary for me or my authorized agent to be present at the Zoning Board of Adjustment public hearing.

Owner's signature: V. Butler

Owners name: Violet Butler

Address: 515 n ave B

City, State, Zip: Freeport, TX 75417 Phone: 979-417-7190

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

Signature of Owner \_\_\_\_\_ Name printed or typed \_\_\_\_\_

Signature of Agent \_\_\_\_\_ Name printed or typed \_\_\_\_\_

Address of Agent: \_\_\_\_\_

Agent's Phone Number: \_\_\_\_\_



**W.E. BURNS, M.D.**  
**FAMILY PRACTICE**

**Austin Atkins, PA-C**

201 Oak Drive South Ste. 101

Lake Jackson, TX 77566

**Ph: (979) 297-4507 Fax: (979) 480-9074**

**02/22/2017**

**Patient Name: CHARLES ALLEN**

**DOB: 10/29/1950**

To Whom It May Concern:

My patient, Charles Allen, has diagnosis of Gastric ulcer, Essential hypertension and Chronic obstructive pulmonary disease which has labeled him as disabled. If I can be of any further assistance to you, feel free to contact my office staff.

Sincerely,

---

**Austin Atkins, PA-C**

common parking and storage area and which in either case has an unobstructed access to an internal street.

**PLOT PLAN.** A graphic representation, drawn to scale, in a horizontal plane, delineating the outlines of the land included in the plan and all proposed use locations, accurately dimensioned, the dimensions also indicating the relation to each use to that adjoining and to the boundary of the property.

**RECREATIONAL VEHICLE.** A vehicular type unit primarily designed as temporary living quarters for recreational camping or travel use that either has its own motive power or is mounted on or towed by another vehicle and requiring no special permit by the Texas Department of Highways and Public Transportation. The basic entities are travel trailers, camping trailers, truck campers, and motor homes. A **RECREATIONAL VEHICLE** is not a mobile home or a HUD-code manufactured dwelling as defined in this chapter.

**RECREATIONAL VEHICLE PARK.** A unified development of 40 or more recreational vehicle spaces arranged on a tract of land which has been zoned for such purpose.

**SERVICE BUILDING.** A structure housing toilet, lavatory, and such other facilities as required by this chapter.

**SITE PLAN.** Same as **PLOT PLAN**.

**ZONING CODE.** The comprehensive zoning ordinance of the city, read, passed, and adopted as Ordinance No. 1100, and all amendments thereto. (Ord. 1760, passed 4-4-93; Am. Ord. 1839, passed 9-8-98)

**Cross-reference:**

*Mobile homes and mobile home parks; definitions, see § 152.01*  
*Zoning code, see Ch. 155*

**§ 120.02 PARKING ON STREETS.**

(A) No person shall park any recreational vehicle over 20 feet in length upon any street in the city for a longer period than four hours.

(B) Any recreational vehicle over 20 feet in length parked on any street shall be parked to and within six inches of the right side of the curb and off the main-traveled portion of such street and facing in the direction in which traffic is designated to travel on the side of the roadway on which it is parked.

(Ord. 1760, passed 4-4-93) Penalty, see § 10.99

**Cross-reference:**

*Parking of vehicles exceeding 25 feet, see § 72.13*

**§ 120.03 RECREATIONAL VEHICLES OUTSIDE LICENSED PARK.**

(A) It shall be unlawful for any person to locate or maintain any recreational vehicle on any private premises or any public premises (other than a public street as provided above in § 120.02 of this chapter) within the corporate limits of the city outside of a licensed recreational vehicle park.

(B) It shall be an exception to the application of the provisions of Division (A) of this section if the recreational vehicle in question is:

(1) Not connected to the water or sanitary sewer system serving the premises on which it is located and is not being occupied as a dwelling whether or not it is so connected; or

(2) Is located in a licensed mobile home park which was in existence on the effective date of this chapter if at least 50% of the mobile home spaces located in such mobile home park are occupied by mobile homes; or,

(3) Is temporarily placed on premises located in a zoning district other than a residential zoning district; and the City Council, upon written

application therefor filed with the City Council, giving the name and address of the applicant, a description of the premises upon which the recreational vehicle is to be located and the purpose for which such recreational vehicle is to be used, has granted permission for such recreational vehicle to be so placed for a specified time, taking in to consideration the necessity for such recreational vehicle to be so placed, the appropriateness of the location, the availability of water and sewer service to which such recreational vehicle shall be connected while so located, the fee which should be charged the applicant and other factors deemed relevant by the City Council. Provided, however, such permit shall not be issued by the City Secretary until the fee designated by the City Council has been paid by the applicant.

(Ord. 1760, passed 4-4-93; Am. Ord. 1813, passed 5-19-97) Penalty, see § 10.99

**§ 120.04 TIE-DOWN REQUIREMENTS.**

Recreational vehicles must be removed from the corporate limits of the city during United States Weather Center hurricane warning or alert periods or, if left within the city, shall be tied down in the manner specified for mobile homes in § 152.06 of this code or stored securely in a permanent building



**PROPERTY MANAGEMENT**  
**MEMO**

January 5, 2017

Jeff Pynes  
City Manager

re: Lot 13, Block 48, Velasco Townsite  
523 South Avenue G  
Tax ID 8110-0465-000

Please place the following item on the City Council Agenda for consideration in selling the City's interest in the following trust properties:

Discuss / consider selling the City's interest in lot 13 Block 48,  
Velasco Townsite, known as 523 South Avenue G  
Tax ID 8110-0465-000.

Ms Dianne Hunter-Herron, 5413 Rio Ramos, Rosharon Tx, 77583, has made an offer of \$1000.00 for this property.

Find attached the following documentation:

- a) small plat showing location of properties
- b) aerial pictometry view of the property
- c) bid analysis (county)
- d) bid analysis of offer (city)

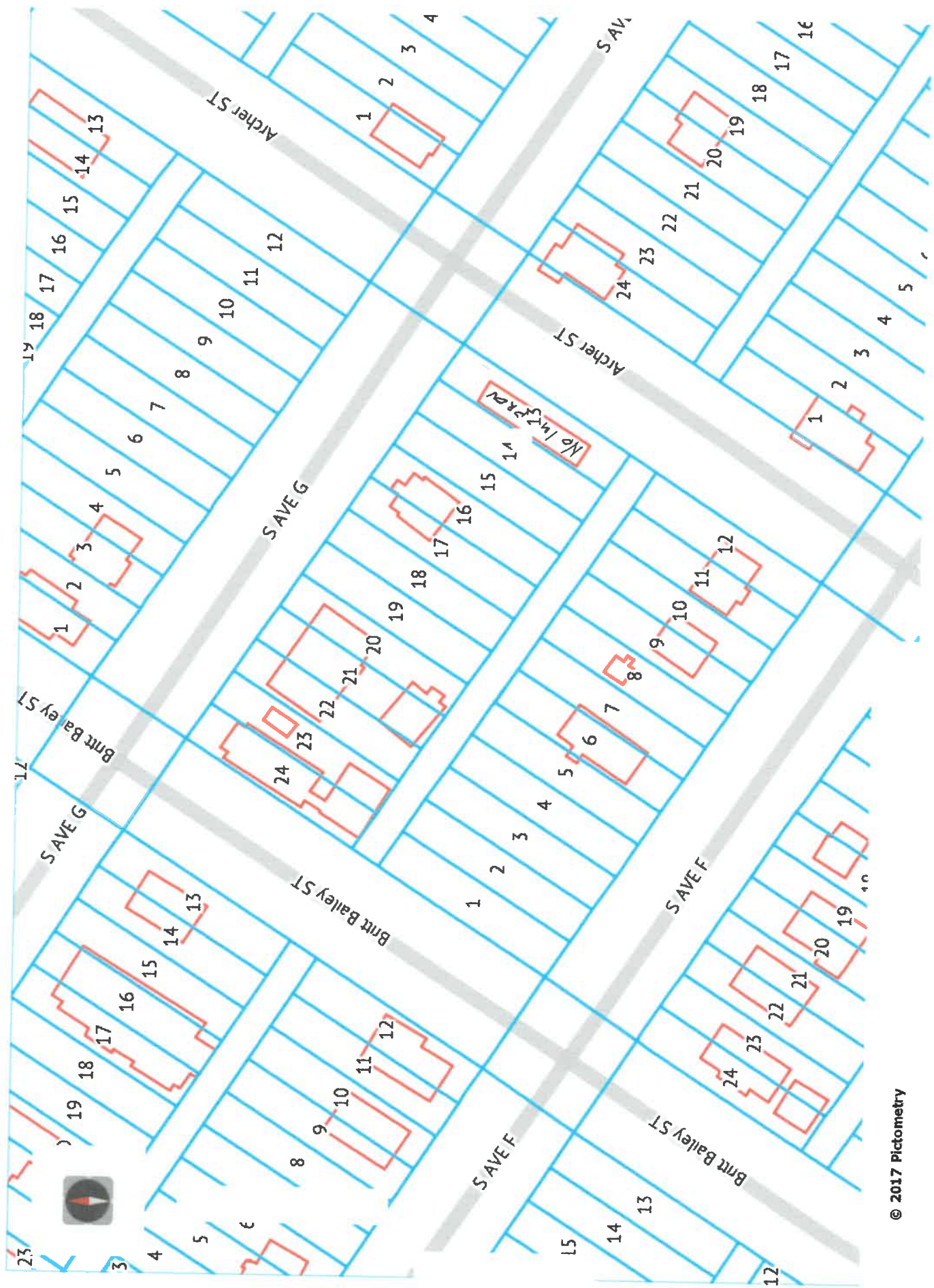
  
N C Hickey  
Property

attach

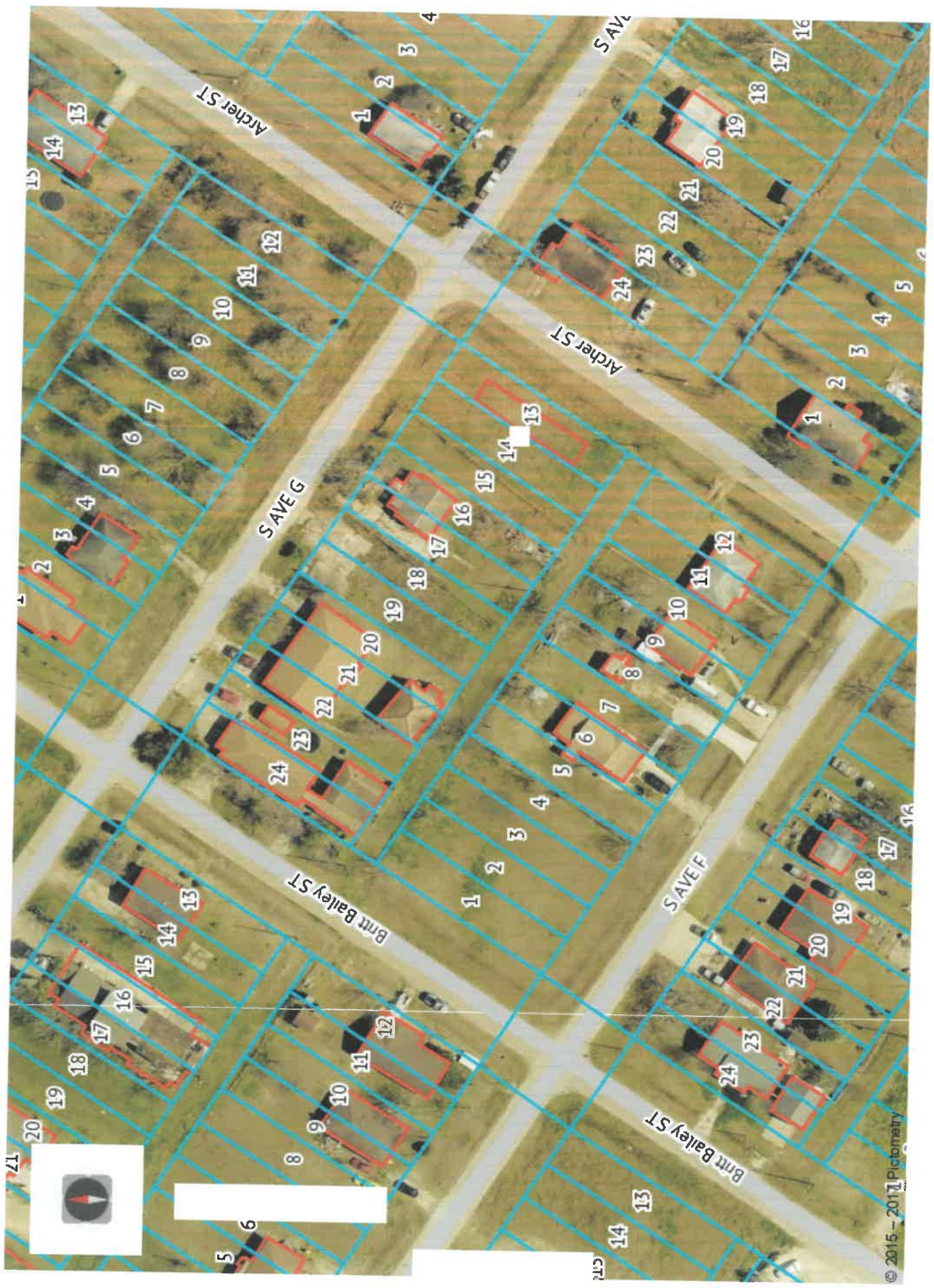
/s

Trust offer - 2017

# CONNECTEXPLORER



# CONNECTEXPLORER™



**BID ANALYSIS**

|                         |                             |                          |               |
|-------------------------|-----------------------------|--------------------------|---------------|
| <b>Cause Number:</b>    | 47660                       | <b>Account Number:</b>   | 8110-0465-000 |
| <b>Offer Amount:</b>    | \$1,000.00                  | <b>Value \$:</b>         | \$1,520.00    |
| <b>Person Offering:</b> | <b>DIANNE HUNTER-HERRON</b> | <b>Adjudged Value\$:</b> | \$11,920.00   |

**Judgement Information**

| Taxing Entity      | Tax Years | Amount Due        |
|--------------------|-----------|-------------------|
| BC                 | 1999-2009 | \$1,195.84        |
| BCED               | 1999-2009 | \$0.00            |
| Brazosport ISD     | 1999-2009 | \$1,847.78        |
| BRHND              | 1999-2009 | \$195.22          |
| Brazosport College | 1999-2009 | \$361.26          |
| Velasco Drainage   | 1999-2009 | \$239.58          |
| City of Freeport   | 1999-2009 | \$2,252.32        |
|                    |           |                   |
|                    |           |                   |
| <b>Total</b>       |           | <b>\$6,092.00</b> |

**Costs**

|                  |            |                 |                   |
|------------------|------------|-----------------|-------------------|
| Court Costs      | \$1,264.00 | Sheriff Fees    | \$210.37          |
| Publication Fees | \$288.00   | Research Fees   | \$175.00          |
| Ad Litem         |            | Recording fee's | \$24.00           |
| Liens            |            | Certified Mail  |                   |
| Cost of Deed     |            | Deed file date  |                   |
|                  |            |                 |                   |
| <b>Total</b>     |            |                 | <b>\$1,961.37</b> |

**Post Judgement Information**

| Taxing Entity              | Tax Year's |                 |
|----------------------------|------------|-----------------|
| BC                         | 2010       | \$112.84        |
| BCED                       | 2010       | \$0.00          |
| Brazosport ISD             | 2010       | \$302.47        |
| BRHND                      | 2010       | \$13.04         |
| Brazosport College         | 2010       | \$46.33         |
| Velasco Drainage           | 2010       | \$22.15         |
| City of Freeport           | 2010       | \$172.56        |
|                            |            |                 |
|                            |            |                 |
| <b>Post Judgment Total</b> |            | <b>\$669.39</b> |

**Proposed Distribution**

|                             |                  |
|-----------------------------|------------------|
| <b>Offer Amount</b>         | <b>Costs</b>     |
| \$1,000.00                  | \$1,961.37       |
| <b>Net to Distribute \$</b> | <b>-\$961.37</b> |

|                    |        |        |
|--------------------|--------|--------|
| BC                 | 19.63% | \$0.00 |
| BCED               | 0.00%  | \$0.00 |
| Brazosport ISD     | 30.33% | \$0.00 |
| BRHND              | 3.20%  | \$0.00 |
| Brazosport College | 5.93%  | \$0.00 |
| Velasco Drainage   | 3.93%  | \$0.00 |
| City of Freeport   | 36.97% | \$0.00 |
|                    |        |        |
|                    |        |        |

**RECEIVED**  
**JAN - 4 2017**  
**PROPERTY MGMT**

**PROPERTY MANAGEMENT**

**MEMO**

**County Resale Meeting of December 27, 2016**

**Bid Analysis** : Lot 13, Block 48  
Velasco Townsite  
Tax ID 8110-00465-000

**Address (Situs)** : 523 South Avenue G  
Velasco Townsite

**Previous owner** : Michael Strambler

**Sheriff deed filed** : October 13, 2010

**In trust to** : City of Freepot

**Land Value (Current)** : **\$1,520.00**

**Offer** : **\$1,000.00** Diane-Hunter-Herron  
5413 Rio Ramos  
Rosharon Tx 77583

**Distribution to City** : \$ -0-

Council Action:

|                                    |           |       |    |       |
|------------------------------------|-----------|-------|----|-------|
| <input type="checkbox"/> Approved  | Vote: Yea | _____ | No | _____ |
| <input type="checkbox"/> Rejected  | Vote: Yea | _____ | No | _____ |
| <input type="checkbox"/> Re-agenda | Vote: Yea | _____ | No | _____ |

attach

**REQUEST FOR APPLICATIONS FROM ENGINEERS**

Pursuant to Chapter 2254, Texas Government Code, the City of Freeport will accept applications from registered professional engineers to be the project engineer on the Soccer-Football-Recreation Facility project. The selection will be made from among applicants on the basis of demonstrated competence and qualifications to perform the required services and for a fair and reasonable price consistent with and not higher than any recommended practices and fees published by the applicable professional association and may not exceed any maximum provided by law. Interested engineers should submit an application in writing to the City Manager, 200 West Second Street, Freeport, TX 77541, within thirty (30) days after the date of publication of this notice and be available for a personal interview upon request.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20--.

---

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

**NOTE: publish one (1) time in the Brazosport Facts and send copies to area engineers**



**CITY OF FREEPORT**  
**FREEPORT FIRE & EMS DEPARTMENT**

*131 East 4<sup>th</sup> Street*  
*Freeport, Texas 77541*  
*Phone (979) 233-2111*  
*Fax (979) 233-4103*

Christopher Motley  
Chief

Billywayne Shoemaker  
Deputy Chief  
EMS Coordinator

To: Honorable Mayor Norma Moreno Garcia

From: Christopher D. Motley  
Fire Chief

Date: February 28, 2017

Re: Debris Management Contract

In preparation for hurricane season, I have reviewed our debris contract with Ashbritt Environmental. In reviewing the Request for Proposal for Disaster and/or Storm Recovery Services contract terms, the contract is eligible for renewal. At this time, my recommendation is to renew the contract for one additional year until March 12, 2018.

I have attached the amendment to the contract for your review and signature.

**AMENDMENT TO FREEPORT, TX PRESTORM CONTRACT FOR DISASTER  
RECOVERY SERVICES**

THIS AMENDMENT TO FREEPORT, TX PRESTORM CONTRACT FOR DISASTER RECOVERY SERVICES ("Amendment") is entered into and effective as of this \_\_\_ day of \_\_\_\_\_, 2017 by and between Ashbritt, Inc., a Florida corporation, ("Contractor"), and the City of Freeport, a political subdivision of the State of Texas, ("County").

**PREAMBLE**

WHEREAS, Contractor and County entered into a Pre-Event Contract for Disaster Recovery Services dated as of March 13<sup>th</sup>, 2012 (the "Contract"), with respect to debris recovery, remediation and disposal within the corporate limits of the County; and

WHEREAS, the Contractor and City desire to amend the Contract as specifically provided in this Amendment; and


**NOW, THEREFORE**, in consideration of the aforesaid recitals and mutual covenants and conditions contained herein and for ten dollars (\$10.00) and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Contractor and City hereby agree that the Recitals are true and correct and are incorporated herein by reference and further agree as follows:

1. In accordance with Section 3.6 & 3.7 of the Contract, the term of the Contract is hereby extended an additional 1 year until March 12<sup>th</sup>, 2018.
2. Except as provided in this Amendment, all definitions, terms and conditions contained in the Contract shall remain in full force and effect and unmodified.
3. This Amendment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original. Electronic, facsimile or scanned signatures on this Amendment shall be deemed to be authentic and valid counterparts of such original document for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the day and year first above written.

**ASHBRITT, INC., a Florida Corporation**

**City of Freeport, TX**

By:   
Print Name: John Noble  
Title: Chief Operating Officer

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**Bid Opening**  
**March 6, 2017**

**Stabilization of Asphalt**

| Company                                     | Bid          |
|---|--------------|
| Enterprise Commercial Paving                | \$ 1,350,000 |
| Solid Earth Construction                    | \$ 721,368   |
| <del>Enterprise Commercial Paving</del> A-1 | N/A          |

**Asphalt & Striping**

| Company                      | Bid          |
|------------------------------|--------------|
| Solid Earth Construction     | \$ 1,153,700 |
| Enterprise Commercial Paving | \$ 906,176   |
| A-1 Construction Services    | \$ 897,649   |

**Bid Opening**  
**March 6, 2017**

**Stabilization of Asphalt**

| Company                                     | Bid          |
|---|--------------|
| Enterprise Commercial Paving                | \$ 1,350,000 |
| Solid Earth Construction                    | \$ 721,368   |
| <del>Enterprise Commercial Paving</del> A-1 | N/A          |

**Asphalt & Striping**

| Company                      | Bid          |
|------------------------------|--------------|
| Solid Earth Construction     | \$ 1,153,700 |
| Enterprise Commercial Paving | \$ 906,176   |
| A-1 Construction Services    | \$ 897,649   |