

NOTICE OF PUBLIC HEARING
THE FREEPORT CITY COUNCIL
MONDAY, APRIL 3, 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.
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 March 6, 2017 Council Minutes. Pg. 243-246
6. **Proclamation** designating the Month of April as Fair Housing Month. Pg. 247-248
7. **Public Hearing** to consider designating the following described real property located within the corporate boundaries of the City as a reinvestment zone for the purpose of entering into an agreement with the owner or owners thereof granting a tax abatement:

Lots 1, 2, 3, and 4, Block 164, Dow First Addition to the City of Freeport, Brazoria County, Texas according to the map or plat on file in the Plat Records of said county, known locally as the 1600 Block of West Second Street, Freeport Texas. Pg. 249-266
8. Consideration of approving Ordinance No. 2017-2130 designating the improvements to land located within the incorporated limits of said City as a reinvestment zone to be known as the Wesley R. Hudgins Estate reinvestment zone and providing for its initial term and the renewal thereof. Pg. 267-270
9. Consideration of approving Resolution No. 2017-2513 granting a tax abatement to Wesley R. Hudgins Estate pursuant to the terms and conditions of and authorizing the Mayor and City Secretary to execute and attest respectively a tax abatement agreement with the said Wesley R. Hudgins Estate. Pg. 271-274

10. Consideration of approving Resolution No. 2017-2514 denying the application to increase rates filed by Centerpoint Energy Resources Corp., D/B/A Centerpoint Energy Entex and Centerpoint Energy Texas Gas on or about November 16, 2016. Pg. 275-281
11. Discuss and review setting a bid date for 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, installation of at least two inches of TX-DOT type D hot mix asphalt, and striping parking areas with marking paint as per City specifications, all according to the below mentioned plans and specifications. Pg. 283-291
12. Discuss and review rejecting previous bids and re-setting a bid date for stabilization on 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, 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, and also including installation of 450,000 square feet of TX-DOT type D, hot mix asphalt, all according to the below mentioned plans and specifications. Pg. 292-300
13. Discuss and review setting a bid date for the stabilization of the existing base, in the damaged areas, 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. Pg. 301-309
14. Discuss and review setting a bid date to rebid a Request for Proposal (RFP) for Disaster and/or Storm Recovery Services. Pg. 310-340
15. Discuss and review setting a bid date to rebid a Request for Proposal (RFP) for Monitoring Debris Contract. Pg. 341-358
16. Consideration of approving and authorizing the Mayor to sign and the City Secretary to attest renewing contracts with Mike Darlow of Perdu Brandon Fielder Collins & Mott LLP for collections of delinquent taxes and mowing, demolition and paving liens. Pg. 359-368
17. Consideration of releasing the sale of the City's interest on Block 37, Lot 24, Velasco Townsite, known as 601 South Ave. H, Tax Id No. 8110-0418-000. Pg. 369-372
18. Consideration of releasing the sale of the City's interest on Block 809, Lot 15, 18-19, Velasco Townsite, known as 1805 and 1811-1813 North Ave. P, Tax Id. 8110-4177-000. Pg. 374-378

19. Consider and review Wharton Street closure, between North Ave. R. & S, between Blocks 787 and 812, adjacent to Lot 13 known as 1801 N. S. Pg. 379-381
20. Consideration of approving Ordinance No. 2017-2131 amending Ordinance No. 2017-2129 of said City, which called the Annual General Election for the City of Freeport for the Second Saturday in May 2017 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 to change voting places for both early voting and voting on the day of the election. Pg. 382-388
21. Consideration of approving Ordinance No. 2017-2132 amending the definition of Recreational Vehicle contained in Section 120.01 of the Code of Ordinance of said City to remove the provision requiring a special permit from the Texas Department of Highways and Public Transportation and to add thereto a provision that any recreational vehicle more than ten (10) years old which is used or operated within the City be inspected by the Building Official and certified to be safe for human occupation. Pg. 389-393
22. Consideration of approving Ordinance No. 2017-2133 vacating, abandoning and closing a portion of West Brazos Boulevard, therein described, a dedicated street in the Freeport Townsite, within said City, in Brazoria County Texas; authorizing, at the expense of the applicant therein named, the relocating to a location to be designated by the City Manager of said City, all existing above ground utility lines, cables and poles, together with all necessary easements for maintaining and utilizing such relocated existing utility lines, cables and poles; reserving all existing below ground utility mains, together with all necessary easements for constructing, maintaining and utilizing such existing below ground utility mains, within such portion of said street thereby vacated, abandoned and closed which are presently in use or that may be required in the future in the sole discretion of the City Manager; authorizing the Mayor to execute any and all documents which may be Necessary to accomplish the relocations and reservations included in such ordinance; finding that the vacating, abandoning and closing of such portions of such public street, with the above mentioned reservations, is in the public interest and that it will benefit the public. Pg. 394-400
23. Consideration of approving a replat of Jay Haynie Subdivision a 5.983 Acre Tract, known as Lot 2 Recorded in County Clerk's File No. 16-040363 and a 0.998 Acre Tract known as Lot 1 the residual of a called 7.00 Acre Tract Recorded in County Clerk's File No. 16-006568 both of the Brazoria County Official Records in the W. & T. Alley Survey Abstract 2, City of Freeport (ETJ) Brazoria County, Texas March 2017.
24. Consideration of approving a replat of Willowbreeze Farm, a Subdivision of 22.943 Acres out of a 73.33 Acre Tract being the same tract conveyed to Llama Llama, LLC, a Texas Limited Liability Company as Recorded in Clerks' File No. 20016-033631 of the official Records of Brazoria County, Texas William McDermott Survey Abstract 341 Brazoria County, Texas February 2017.

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 31, 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, March 6, 2017 at 6:01 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 – Absent
Councilman Larry L. McDonald
Councilman Fred Bolton
Councilwoman Nicole Mireles
Councilwoman Sandra Barbree –Absent

Staff: Gilbert Arispe, Assistant City Manager
Wallace Shaw, City Attorney
Nat Hickey, Property Manager
Oscar Arevalo, Building Department

Visitors: Moby Burrige Evelyn Burrige
Douglas Domingues Manning Rollerson
Edmeryl William Bobby Joe Casale
Sam Reyna Melanie Oldham
Margaret McMahan Angie Williams
Ruth Renobato Ruben Renobato
Lila Lloyd Cristian Tijerina
Luis Hernandez

Call to order.

Mayor Pro Tem Fred Bolton called the meeting to order at 6:01 p.m.

Invocation.

Wallace offered the invocation.

Pledge of Allegiance.

Mayor Pro Tem Fred Bolton 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.

Mayor Pro Tem announced that Brazosport High School Exporters headed out to San Antonio for the state semifinals basketball tournament, congratulated Brazosport Coach Ondra Waddy for a great basketball team.

Manning Rollerson stated that it's important to supports our kids. He commented that he is waiting on the City to release some information. Also that he had his vehicle vandalized in the East End.

Bobby Casale from Bridge Harbor complained about the City's telephone system. He also stated that he had important problems with the City allowing some people build on his property.

Melanie Oldham of 922 W 5th Street google up the name Ashbritt Environmental and read out their involvement in three different scandals regarding storm cleanups. She asked that this be reagenda for further study.

Consideration of approving November 21, 2016 & February 6, 2017 Council Minutes.

On a motion by Councilman McDonald, seconded by Councilwoman Mireles, with all present voting "Aye", Council unanimously approved to remove the word "unexcused" from the minutes of November 21, 2016.

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.

This item reagendaed due to wording.

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.

This item reagendaed due to wording.

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.

On a motion by Councilman McDonald, seconded by Councilwoman Mireles, with all present voting "Aye", Council unanimously approved to reagenda this item due to wording.

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.

On a motion by Councilman McDonald, seconded by Councilwoman Mireles, with all present voting "Aye", Council unanimously approved to reagenda this item due to wording.

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.

This item reagendaed.

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.

On a motion by Councilman McDonald, seconded by Councilwoman Mireles, with all present voting "Aye", Council unanimously approved 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.

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. 11th Street.

On a motion by Councilman McDonald, seconded by Councilwoman Mireles, with all present voting “Aye”, Council unanimously approved 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. 11th Street.

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.

On a motion by Councilman Bolton, seconded by Councilwoman Mireles, with all present voting “Aye”, Council unanimously denied the request by Violet Butler of 515 North Ave. B. to allow a motor home in the back yard for her disabled father.

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.

On a motion by Councilman Bolton, seconded by Councilwoman Mireles, with all present voting “Aye”, Council unanimously denied 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.

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 7th Street.

On a motion by Councilwoman Mireles, seconded by Councilman Bolton, with all present voting 2 to 1, Council approved for the City Secretary to publish a request for qualifications for engineering services for a proposed sports complex on Cherry and West 7th Street. Councilman McDonald opposed.

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.

Fire Chief Chris Motley explained that is was a one year renewal of an existing contract.

No motion made.

Adjourn

On a motion by Councilman McDonald, seconded by Councilwoman Mireles, with all present voting “Aye”, Mayor Pro Tem Fred Bolton adjourned the meeting at 6:30 p.m.

Mayor Norma Moreno Garcia
City of Freeport, Texas

Delia Munoz, City Secretary
City of Freeport, Texas

PROCLAMATION

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

WHEREAS, the City of Freeport affirmatively supports the efforts of the Federal Government and the State of Texas to assure equal access to all Americans to rental housing and homeownership opportunities; and

WHEREAS, the City of Freeport welcomes this opportunity to reaffirm its commitment to provide equal access to housing to all of its residents without regard to race, color, religion, sex, disability, familial status, national origin or source of income; and

WHEREAS, the City of Freeport affirmatively supports programs that will educate the public concerning their rights to equal housing opportunities and to participate in efforts with other organizations to assure every person their right to fair housing; and

WHEREAS, the City of Freeport is honored to join the Federal Government, the State of Texas, and local jurisdictions across America in celebrating the rich diversity of our people and the right of all citizens to live where they choose without fear of discrimination.

NOW, THEREFORE, be it resolved, the City of Freeport, does hereby proclaim April as the month to celebrate and honor all efforts which guarantee the right to live free of discriminatory housing practices and proclaim this month as:

"FAIR HOUSING MONTH"

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of

Freeport to be affixed this the 20th 3rd day of April, 2017.

Mayor

PUBLIC NOTICE

HOUSING DISCRIMINATION IS PROHIBITED BY LAW

Fair Housing is a National Policy of the United States. It's the law, and it's your right. To promote fair housing practices, the City of Freeport has passed a Fair Housing Proclamation designating the month of April 2017 as Fair Housing Month.

Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination against any person on the basis of race, color, religion, sex, age, disability, familial status or national origin in the sale or rental of units in the housing market.

For more information on fair housing or to report possible fair housing discrimination, call the U. S. Department of Housing and Urban Development's toll free hotline at 1-800-669-9777 or 1-800-927-9275 (TDD).

NOTICE OF PUBLIC HEARING

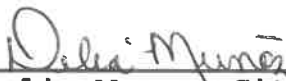
The City Council of the City of Freeport, Texas, will hold a public hearing on Monday, the 20th day of March, 2017, beginning at 6:00, p.m., in the Police Department Municipal Courtroom located therein at 430 North Brazosport Boulevard, Freeport, Brazoria County, Texas, to consider designating the following described real property located within the corporate boundaries of the City as a reinvestment zone for the purpose of entering into an agreement with the owner or owners thereof granting a tax abatement:

Lots 1,2,3 and 4, Block 164, Dow First Addition to the City of Freeport, Brazoria County, Texas, according to the map or plat on file in the Plat Records of said county, known locally as the 1600 Block of West Second Street, Freeport, TX 77541.

At the same hearing, the City Council will consider whether or not to enter into an agreement granting a tax abatement to the owner or owners of the above described property.

All interested persons will be given an opportunity to speak and present evidence for or against such designation and for and against such abatement.

By order of the City Council this 6th day of February, 2017.



Delia Munoz, City Secretary
City of Freeport, Texas

NOTICE OF PUBLIC HEARING


The City Council of the City of Freeport, Texas, will hold a public hearing on Monday, the 3rd day of April, 2017, beginning at 6:00, p.m., in the Police Department Municipal Courtroom located therein at 430 North Brazosport Boulevard, Freeport, Brazoria County, Texas, to consider designating the following described real property located within the corporate boundaries of the City as a reinvestment zone for the purpose of entering into an agreement with the owner or owners thereof granting a tax abatement:

Lots 1,2,3 and 4, Block 164, Dow First Addition to the City of Freeport, Brazoria County, Texas, according to the map or plat on file in the Plat Records of said county, known locally as the 1600 Block of West Second Street, Freeport, TX 77541.

At the same hearing, the City Council will consider whether or not to enter into an agreement granting a tax abatement to the owner or owners of the above described property.

All interested persons will be given an opportunity to speak and present evidence for or against such designation and for and against such abatement.

By order of the City Council this 6th day of February, 2017.



Delia Munoz, City Secretary
City of Freeport, Texas

TAX ABATEMENT AGREEMENT

This Tax Abatement Agreement (this "Agreement") is made by and between the City of Freeport, Texas a municipal corporation and home-rule city (the "City"), and WESLEY R. HUDGINS, (the Owner"), an individual residing in Freeport, Texas, who receives mail at 1601 W. 2nd St., Freeport, TX 77541 and who is the owner of the real property located within the Zone (as defined below).

W I T N E S S E T H:

WHEREAS, the construction of new residences within the City is paramount to the City's continued economic development; and

WHEREAS, the Owner desires to construct five (5) apartment buildings, each containing one bedroom or two bedroom dwelling units, a total of fifteen (15) apartment units, costing in excess of \$2,900,000.00 and which, collectively, represent a replacement of the apartments currently existing on the real property described below; and

WHEREAS, the Owner has filed a written request for tax abatement, dated as of June 30, 2016, in accordance with the City's Resolution No. 2015-2483, (hereinafter "the Resolution") which establishes the property tax abatement program for the City of Freeport in designated reinvestment zones; and

WHEREAS, this Agreement represents a major investment in the Zone that would be of benefit to property within the Zone and that would contribute to the economic development of the City; and

WHEREAS, the City Council has determined that the Improvements are practical and are of benefit to the land within the Zone and to the City; and

WHEREAS, City Council finds that there will be no substantial potential adverse effect on the provision of City services or on the tax base caused by this Agreement; and

WHEREAS, the Owner has represented that the facility will be designed and constructed to meet all applicable federal, state, and local environmental degradation of hazard; and

WHEREAS, the City Council finds that the planned use of the Improvements, when constructed and operated in accordance with applicable environmental standards, will not constitute a hazard to public health, safety, or morals; and

WHEREAS, City Council finds that the terms of this Agreement meet the applicable requirements of the Resolution and the Texas Tax Code; and

NOW THEREFORE, the parties hereto, for and in consideration of the premises and mutual promises stated herein, agree as follows:

1. Definitions

The following terms shall have the meanings assigned below, unless otherwise defined or the context clearly requires otherwise.

"Abatement Period" means that period which commences on the first day of the Effective Date of Abatement and ends at the end of the last year specified in Paragraph 6 below.

"BCAD" means the Brazoria County Appraisal District.

"City" means the City of Freeport, Texas.

"City Manager" means the City Manager of the City.

"Effective Date of Abatement" means the January 1, 2017, for improvements constructed on Lots 2 and 3 and January 1, 2018, for Improvements constructed on Lots 1 and 4.

"Eligible Property" means the new residential structures which expand the local tax base as that term is defined in the Guidelines and Criteria for Tax Abatement in the City of Freeport attached to and adopted by the Resolution.

"Improvements" means the improvements to the property, more fully described in Paragraph 5 below constituting the Project.

"Ordinance" means City of Freeport Ordinance Number 2017-_____, which created the Zone.

"Owner" means WESLEY R. HUDGINS.

"Project" means the improvements to be constructed by the Owner on the Property as more fully described in Paragraph 5(c) below.

"Property" means the real property to be improved, as more fully described in Paragraph 3(a) below.

"Resolution" means City of Freeport Resolution 2015 adopted October 5, 2015, establishing the current property tax abatement program for the City in designated reinvestment zones, for which abatement is being granted.

"Tax Code" means the Texas Property Tax Code, as amended.

"Zone" means the Wesley R. Hudgins Reinvestment Zone, which is more particularly described in the Ordinance.

2. Authorization

This Agreement is authorized by Resolution which established the property tax abatement program for properties in designated reinvestment zones and by the Ordinance.

3. Property

(a) The Street Address of the taxable real property to be improved under this Agreement and located within the City Freeport, Texas, being Lots 1,2,3 and 4, Block 126, Dow First Addition to the City of Freeport, Brazoria County, Texas, being the North one-half of said Block 126, known locally as the 1600 block of W. 2nd Street in the City of Freeport, Texas.

(b) The BCAD tax account number of the Property is 4200-1660-000.

4. Representations and Warranties by the Owner

(a) The Owner represents and warrants (1) the Owner owns the Property and that the Property is located within the boundaries of the Zone; (2) the Owner is authorized to execute this Agreement and to complete the Improvements described in Paragraph 5 hereof and in the project description marked Exhibit "A" and attached hereto; (3) that as of January 1, 2016, the Property had an approximate appraised value of \$85,000.00; (4) the construction of the Improvements described in Exhibit "A" began after January 1, 2016, and that construction of all of the Improvements will be completed as described in this Agreement; (5) the construction of the facility shall be completed as described in Exhibit "A" and is for the purpose of constructing the five apartment buildings, each containing one bedroom and/or two bedroom dwelling units, and with a total of fifteen (15) dwelling units in the facility; and (6) the total size of the Property is approximately 1.2856 acres or 56,000 square feet.

(b) The Owner represents and warrants that the value of the Property will be increased by at least \$2,900,000.00 upon completion of the Improvements described in Exhibit "A".

(c) The Owner represents and warrants that the Improvements will not, solely or primarily, have the purpose of transferring employment from one part of the City to another.

(d) The Owner represents and warrants that Owner will construct and operate the Project described in Exhibit "A" attached hereto and incorporated herein by this reference.

(e) The Owner represents and warrants that the Improvements will be designed, constructed, and occupied in accordance with all applicable federal, state, and local environmental regulations, and that the construction and occupation of the Improvements will not cause

environmental degradation or hazard to the Property or the environs of the City.

5. Terms of the Agreement

(a) The Owner shall make the Improvements substantially in conformity with the descriptions, plans and specifications as described in Exhibit "A".

(b) The Improvements shall be completed in accordance with the provisions of Exhibit "A" and the City's Building Code and other Uniform Codes and shall conform to the City's Zoning Ordinance. In case of any conflict, the Building or other Uniform Code, or Zoning Ordinance, as the case may be, shall prevail. In addition, the Owner shall comply with City's Subdivision Ordinance, if applicable.

(c) Upon completion of the Improvements, the Owner shall use the Property during the Abatement Period specified in Paragraph 6 hereof, the proposed use of the Property is for private multi-family dwellings, pursuant to and to the extent described in Exhibit "A", attached hereto and incorporated herein and the City's Zoning Ordinance. However, the City Council may approve a change from the proposed use in writing, if the City Council determines that the change is consistent with the guidelines adopted by the Resolution and with the City's general purpose of encouraging development or redevelopment of the Zone during the Abatement Period specified in Paragraph 6 hereof.

(d) The Owner shall allow the City's employee's access to the Property for the purpose of inspecting the Improvements to ensure that the Improvements were completed and are being maintained in accordance with the terms of this Agreement. All inspections will (24) hours in advance thereof, and will be conducted in such manner as to not unreasonably interfere with the construction and/or all operation of the Project. Inspections will be made with one (1) or more representatives of the Owner and in accordance with the owner's safety and security standards, but this shall not act as a limitation on the City's ability to perform any inspection or enter the affected property, pursuant to the Code of Ordinances, the Building or other Uniform Code or otherwise, except in the case of an emergency, only after giving the Owner written notice at least twenty-four (24) hours before entry.

(e) The Owner shall maintain the Improvements in good repair and condition during the Abatement Period specified in Paragraph 6 hereof.

(f) The Owner shall provide the City's employees access to all records requested and necessary for the purpose of conducting an audit of the Project. Any such audit shall be made only after giving the Owner notice at least seven (7) days in advance thereof, and will be conducted in such a manner as to not unreasonably interfere with the operation the Project.

(g) The Owner shall not assign this Agreement without the written approval of the City Council. In addition, any such assignment must be approved by City Council.

6. Tax Abatement

(a) Abatement on the Improvements specifically listed in Exhibit "A" shall be permitted only for the value of new "eligible property" constructed or added after January 1, 2016, subject to the limitation stated in Paragraph 5(c) above. In addition, this exemption from taxation is specifically subject to the rights of the holders of outstanding bonds of the City. The portion of the value of new eligible Improvements subject to the abatement shall be:

Total Investment	Abatement per Year
\$50,000 to \$100,000	100% 50%
\$100,000 to \$1,000,000	100% 75% 50%
Over \$1,000,000	100% 100% 100% 75% 50% 25% 25%.

(b) If the construction period extends the Effective Date of Abatement beyond abatement period specified above, the Improvements shall be considered completed for purposes of abatement; and, in no case, shall the Abatement Period exceed seven (7) years from the Effective Date of Abatement.

(c) From the Effective Date of Abatement to the end of the Abatement Period, taxes shall be payable as follows:

1. The value of (i) the property on which the project is located without regard to any improvements thereon or (ii) any tangible personal property not attached to the land and for which an abatement has not been specifically granted, shall be fully taxable;

2. The base year value of any improvements on the property which are not eligible improvements shall be fully taxable;

3. The additional value of the eligible improvements constructed after January 1, 2016, but before the effective date of this Agreement, shall be taxable in accordance with Paragraph 6(a) of this Agreement.

4. The City shall enter into only one tax abatement agreement for the Project described in Exhibit "A" of this Agreement during the existence of the Reinvestment Zone.

7. Default and Recapture

(a) This Agreement shall terminate in the event that the use and operation of the facility for the purpose specified in Paragraph 5(c) above is discontinued, for any reason excepting fire, explosion, other casualty or accident, or natural disaster, continuously for a period in excess of twelve (12) month during the Abatement Period. The Owner shall

not be entitled to the abatement of taxes for that twelve (12) month period during which the Improvement was not used and occupied for such purpose. The taxes abated during that twelve (12) month period shall become immediately due and payable, and shall be paid to the City within sixty (60) days from the date of termination of this Agreement.

(b) The Owner shall be in default hereof in the event that the Owner:

1. allows ad valorem taxes owed the City to become delinquent and fails to timely and properly follow the legal procedures for their protection and/or contest; or

2. Has made any material representation which is determined to be false or misleading in any respect; or

3. is in breach of any material warranty and fails to cure within 60 days from the date notice thereof is provided as described below (the "Cure Period"); or

4. Violates any of the terms and conditions of this Agreement and fails to cure during the Cure Period.

(c) Should the City Council determine that the Owner is in default according to the terms and conditions of this Agreement, the City Manager shall notify the Owner in writing at the address stated in this Agreement, and if such default is not cured during the Cure period, then this Agreement may be terminated as to all parties and all taxes previously abated by virtue of this Agreement, shall be recaptured, and paid by the Owner within sixty (60) days after the Owner receives written notice of such termination.

8. Administration

(a) For purposes of this Agreement, the value of the real and personal Property comprising the Zone, including the value of the Improvements listed in Exhibit "A" hereof, shall be the same as the value of the Improvements determined annually by the Chief Appraiser of BCAD. Each year, the Owner shall furnish the City with such information as may be necessary for calculating the amount of Abatement. Once the value of the Improvements has been established and the amount of the abatement calculated, the Chief Appraiser of the BCAD shall notify the affected jurisdictions that levy taxes of the amount of assessment.

(b) Upon the completion of construction of the Improvements, the City Manager shall annually evaluate each Improvement receiving abatement to ensure compliance with this Agreement and prepare a report of any violations of this Agreement.

9. Compliance with State and Local Regulations

Except as specifically provided herein, nothing in this Agreement shall be construed to alter or affect the obligation of the Owner to comply with any ordinance, rule or regulation of the City, or the laws and regulations of the State of Texas and the United States.

10. Merger

The parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

11. Notice

All notices shall be in writing and unless hand delivered, shall be sent by U.S. Mail certified, return receipt requested. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following address:

To the Owner, if mailed or personally delivered

1600 W. 2nd Street
Freeport, TX 77542

To the City, if mailed or personally delivered:

City Manager
200 West Second Street
Freeport, TX 77541

Each party may designate a different address by giving the other party written notice ten (10) days in advance of such designation. If there is more than one owner, notice to one of the Owners shall constitute notice to all of the Owners.

12. Effective Date

If approved by the Mayor and City Council, the Effective Date of this Agreement shall be the Effective Date of the Abatement as defined in Paragraph 1 hereof.

This agreement has been executed by the parties in multiple originals, each having full force and effect.

Wesley R. Hudgins, Owner

THE CITY OF FREEPORT, TEXAS

BY _____
Its Mayor

ATTEST:

Its City Secretary

APPROVED AS TO FORM

Its City Attorney

C\Freeport.Abt\Hudgins-WR-TxAbt-Agr-Draft

Estimated Appraised Value on Site

The value on January 1 preceding abatement should be the value established by the Brazoria County Appraisal District. If the applicant must estimate value because taxable value is not known or is combined with other properties under a single tax account, please so state. To qualify, the abated properties must be expected to result in an addition to the tax base of at least fifty thousand dollars (\$50,000) after the period of abatement expires. Projections of value should be a best estimate" based on taxability in Texas. The projection of project values not abated should include personal property and ineligible project related improvements such as an office in excess of that used for plant administration, housing, etc.

APPLICATION FOR TAX ABATEMENT COMMERCIAL/INDUSTRIAL

This application should be filed at least ninety (90) days prior to the beginning of construction or the installation of equipment. This application will become part of any later agreement or contract and knowingly false representations thereon will be grounds for the voiding of any later agreement or contract.

Original copy of this application and attachments should be submitted to:

City Manager
City of Freeport
200 West Second Street
Freeport, TX 77541

APPLICANT INFORMATION

Company Name: Hudgins Estate Submittal Date: 7/1/16

Sole Proprietor Partnership () Corporation () Other: ()

Address: 1601 W. 2nd St. Freeport, TX

Name/Title/Address/Telephone of Company contact on this project:
Wesley B. Hudgins

PROJECT INFORMATION

Check type of facility to be abated:

- | | | | |
|------------------|-----|-------------------------------|-------------------------------------|
| Manufacturing | () | Regional Distribution | () |
| Regional Service | () | Regional Entertainment Center | () |
| Research | () | Other Basic Industry | <input checked="" type="checkbox"/> |

Proposed facility address and legal description: (attach exhibit if necessary):

1600 Block of 2nd Street Freeport TX 77541
(see attached map) BIR '164' Lots '1-4'

Attach a map showing the site. (Attach as Exhibit)

Proposed facility located in the following taxing jurisdictions:

- | | |
|-------------------|---------------------------------------|
| School District | Brazosprt Independent School District |
| Drainage District | Velasco Drainage District |
| <u>City</u> | City of Freeport |

Other Taxing Jurisdictions: Brazoria County; Port Freeport

Describe product or service to be provided: 1 and 2 bedroom
apartments, 15 total; 1 br @ \$500/month
2 br (handicap accessible) @ \$700/month for 10 yrs

Application is for: New Facility Expansion () Modernization ()

PROJECT DESCRIPTION

Please attach a statement which:

1. fully explains the project;
2. describes the site and existing improvements;
3. describes all proposed improvements; and,
4. provides a list of improvements and fixed equipment for which abatement is requested.

ECONOMIC IMPACT INFORMATION

A. Estimated cost of improvements:

Real Estate Added: \$ 2,900,000

Personal Property Added: \$ -0-

B. Permanent employment estimates:

If existing facility, current plant employment: 0

Estimated number of jobs retained: 2 jobs created: 0

Number of employees anticipated at start up: 2 within
1 year 2

C. Construction employment estimates:

Construction to start: Month: 7 Year: 2016

Construction to be completed: Month: 8 Year: 2016

Number of construction jobs anticipated: At start: 0

Peak 0 Finish: 0

D. School District impact estimates: (for projects over \$5,000,000)

Number of families transferred to area: 0

Number of students added to ISD: 0

E. City Impact estimates:

Gallons of treated water required from city: -15,000

Gallons of effluent water to be treated by city: 15,000

Project Started? Yes () No (X) Finished Yes () No (X)

F. Estimated appraised value on site:

	LAND	IMPROVEMENTS	PERSONAL PROPERTY
Valuation of existing property as of January 1, preceding this abatement Application	\$ _____	\$ _____	\$ <u>75,000</u>
Valuation of Personal Property and Improvements, not subject to abatement, excluding exempt pollution control equipment, upon completion of project subject to this application	\$ <u>-0-</u>	\$ <u>-0-</u>	\$ <u>-0-</u>
Estimated value, upon completion of project of exempt pollution control equipment.	\$ <u>-0-</u>	\$ <u>-0-</u>	\$ <u>-0-</u>
Estimated value of abated improvements after abatement agreement expires	\$ _____	\$ _____	\$ _____

- G. Statement of planned efforts to use Vendors and Services located in the City of Freeport:

Please attach a statement describing willingness and planned efforts to use qualified vendors and services located in the City of Freeport where applicable in the construction and operation of the facility.

DECLARATION

To the best of my knowledge, the above information is an accurate description of project details.

Wesley R. Hudgins
Company Official Signature

Wesley R. Hudgins Sole Proprietor
Printed Name and Title of
Company Official

June 30, 2016
Date Signed

CERTIFICATION OF APPRAISED VALUE OF PROPERTIES
AS OF JANUARY 1, 20_____

To: City of Freeport
Fm: Brazoria County Appraisal District
Date: _____, 20_____

The Brazoria County Appraisal District hereby certifies that the following appraised values as of January 1, 20_____ for property of _____ . Described in Exhibit "A" attached hereto are listed in the records of Brazoria County Appraisal District and indicated by the following Account Numbers:

<u>PERSONAL PROPERTY</u>	<u>APPRAISAL VALUE</u>
Account No. _____	\$ _____
Account No. _____	\$ _____
<u>LAND</u>	
Account No. <u>210512</u>	\$ _____
Account No. _____	\$ _____
Account No. _____	\$ _____
<u>IMPROVEMENTS</u>	
Account No. _____	\$ _____
Account No. _____	\$ _____
Account No. _____	\$ _____

Certified this _____ day of _____, 20_____

Chief Appraiser
Brazoria County Appraisal District

By: _____

**BRAZORIA COUNTY APPRAISAL DISTRICT
CERTIFICATION OF APPRAISED VALUE OF PROPERTIES
AS OF JANUARY 1, 2016**

TO: BRAZORIA COUNTY

FROM: BRAZORIA COUNTY APPRAISAL DISTRICT

DATE: November 21, 2016

The Brazoria County Appraisal District hereby certifies that the following appraised values as of January 1, 2016, for property of "Wesley R. & Lyubov N. Hudgins" described in Exhibit "A" attached hereto are listed in the records of the Brazoria County Appraisal District and indicated by the following account numbers:

<u>PERSONAL PROPERTY ACCOUNT(S)</u>	<u>APPRAISED VALUE(S)</u>
-------------------------------------	---------------------------

n/a

LAND ACCOUNT(S)

4200-1660-000	\$42,000
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IMPROVEMENT ACCOUNT(S)

4200-1660-000	\$43,000
---------------	----------

Certified this 21st day of November, 2016.

BRAZORIA COUNTY APPRAISAL DISTRICT


Cheryl Evans, Chief Appraiser

**BRAZORIA COUNTY APPRAISAL DISTRICT
CERTIFICATION OF APPRAISED VALUE OF PROPERTIES
AS OF JANUARY 1, 2016**

TO: BRAZORIA COUNTY

FROM: BRAZORIA COUNTY APPRAISAL DISTRICT

DATE: November 21, 2016

The Brazoria County Appraisal District hereby certifies that the following appraised values as of January 1, 2016, for property of "**Wesley R. & Lyubov N. Hudgins**" described in Exhibit "A" attached hereto are listed in the records of the Brazoria County Appraisal District and indicated by the following account numbers:

PERSONAL PROPERTY ACCOUNT(S) APPRAISED VALUE(S)

n/a

LAND ACCOUNT(S)

4200-1660-000

\$42,000

IMPROVEMENT ACCOUNT(S)

4200-1660-000

\$43,000

Certified this 21st day of November, 2016.

BRAZORIA COUNTY APPRAISAL DISTRICT


Cheryl Evans, Chief Appraiser

Exhibit "A"

Lots 1,2,3 and 4, Block 164, Dow First Addition,
City of Freeport, Brazoria County, Texas, according
to the map or plat on file in the Plat Records of
said county, known locally as 1600 W. 2nd St.,
Freeport, TX 77541.

CONNECTEXPLORER



ORDINANCE NO. 2017-2130

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; CONTAINING FINDINGS OF FACT; DESIGNATING IMPROVEMENTS TO LAND LOCATED WITHIN THE INCORPORATED LIMITS OF SAID CITY AS A REINVESTMENT ZONE TO BE KNOWN AS THE WESLEY R. HUDGINS REINVESTMENT ZONE AND PROVIDING FOR ITS INITIAL TERM AND THE RENEWAL THEREOF; CONTAINING SAVINGS CLAUSES; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION.

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

WHEREAS, Sections 51.072 and 54.004 of the Local Government Code, Subchapter B of Chapter 312 of the Property Tax Code and Sections 2.01, 2.02 and 9.18 of the Home Rule Charter of the City of Freeport authorize the City Council thereof to adopt the provisions of this Resolution; and,

WHEREAS, the City Council of the City of Freeport has determined and does here now declare that the adoption of this ordinance is necessary to the health, safety and general welfare of the inhabitants of said City.

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

First, the City Council of the City of Freeport, Texas, (herein after sometimes "the City") makes the following findings of fact:

(1) That on September 14, 2009, the City Council of the City, pursuant to Subchapter B of Chapter 312 of the Property Tax Code, adopted Resolution No. 2009-2207 establishing a tax abatement and reinvestment zone policy and adopting guidelines and criteria.

(2) That pursuant to such guidelines and criteria, on June 30, 2016, WESLEY R. HUDGINS (hereinafter sometimes "the Owner") filed a written application for a tax abatement for and the designation of a reinvestment zone consisting of improvements to the hereinafter described land for which the Owner is requesting a tax abatement.

(3) That the land on which the improvements for which the Owners seek to have designated as a reinvestment zone is within the corporate limits of the City.

(4) That the adoption of this ordinance designating such reinvestment zone was preceded by a public hearing at which all interested persons were given the opportunity to speak and present evidence for or against such designation.

(5) That written notice of such hearing was given to the presiding officer of each of the other taxing units having real property within such zone more than seven (7) days prior to the date of such hearing.

(6) That notice of such hearing was also published in a newspaper of general circulation within the City of Freeport, Texas, more than seven (7) days prior to the date of such hearing.

(7) That the improvements to be constructed on such land are new residential apartment buildings which will add value to the tax roll of the City.

Second, the request of the Owner to have the improvements to Lots 1,2,3 and 4, Block 126, Dow First Addition to the City of Freeport, Brazoria County, Texas, being the North one-half of said Block 126, known locally as the 1600 block of W. 2nd Street in the City of Freeport, Texas, designated as a reinvestment zone, as such zone is defined in Subchapter B of Chapter 312 of the Property Tax Code and in the guidelines and criteria adopted by the above mentioned resolution, is hereby approved and such improvements to such land are hereby designated as the Wesley R. Hudgins Reinvestment Zone.

Third, as provided in Subchapter B of Chapter 312 of the Property Tax Code, such designation shall last for an initial term of five (5) years from the date on which this ordinance is read, passed and adopted as indicated below; and such designation may be renewed, with the consent of the City Council of the City of Freeport, Texas, for successive periods up to five (5) additional years.

Fourth, this ordinance is cumulative of and in addition to all other ordinances of the City of Freeport, Texas, on the same subject and all such ordinances are hereby expressly saved from repeal.

Fifth, where this ordinance and the comprehensive zoning ordinance of the city conflict or overlap, the zoning ordinance shall prevail and where this ordinance and any other ordinance conflict or overlap, whichever imposes the more stringent regulations or penalties, as the case may be, shall prevail.

Sixth, nothing contained in this ordinance shall cause any rights heretofore vested to be altered, affected or impaired in any way and all such rights may be hereafter enforced as if this ordinance had not been adopted.

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

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

READ, PASSED AND ADOPTED this _____ day of _____, 2017.

Norma Moreno Garcia, Mayor
City of Freeport, Texas

ATTEST:

Delia Muñoz, City Secretary
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Wallace Shaw, City Attorney,
City of Freeport, Texas

C\Freeport.Abt\Hudgins-WR-Reinvestment Zone-Ord

RESOLUTION NO. 2017-2513

A RESOLUTION OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; MAKING FINDINGS OF FACT; GRANTING A TAX ABATEMENT TO WESLEY R. HUDGINS PURSUANT TO THE TERMS AND CONDITIONS OF AND AUTHORIZING THE MAYOR AND CITY SECRETARY TO EXECUTE AND ATTEST, RESPECTIVELY, A TAX ABATEMENT AGREEMENT WITH THE SAID WESLEY R. HUDGINS; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THE ORIGINAL OF THIS RESOLUTION SHALL BE MAINTAINED BY THE CITY SECRETARY IN THE PERMANENT RECORDS THEREOF.

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

WHEREAS, Sections 51.072 and 54.004 of the Local Government Code, Subchapter B of Chapter 312 of the Property Tax Code and Sections 2.01, 2.02 and 9.18 of the Home Rule Charter of the City of Freeport authorize the City Council thereof to adopt the provisions of this Resolution; and,

WHEREAS, the City Council of the City of Freeport has determined to here now declare that the adoption of this resolution is necessary to the health, safety and general welfare of the inhabitants of the City and the economic development of the City.

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

First, the City Council of the City of Freeport (hereinafter sometimes "the City") makes the following findings of fact:

(1) That by its Resolution No. 2015-2483, the City Council, pursuant to Subchapter B of Chapter 312 of the Property Tax Code, established a tax abatement and reinvestment zone policy and adopting guidelines and criteria for the City.

(2) That on June 30, 2016, pursuant to such guidelines and criteria WESLEY R. HUDGINS (hereinafter sometimes "the Owner") filed a written application requesting a tax abatement for the following land owned by the Owner, to-wit:

Lots 1,2,3 and 4, Block 126, Dow First Addition to the City of Freeport, Brazoria County, Texas, being the North one-half of said Block 126, known locally as the 1600 block of W. 2nd Street in the City of Freeport, Texas.

(4) That the land for which the Owner seeks a tax abatement is within the corporate limits of the City and in a reinvestment zone designated as such by Ordinance No. 2017-2130.

(5) That more than seven (7) days prior to the adoption of this resolution written notice of the date and time of a public hearing to consider such application and of the intent of the City Council of the City to enter into a proposed tax abatement agreement and a copy thereof was sent to the presiding officer of all other taxing units having jurisdiction over such property.

(6) That notice of such hearing was also published in a newspaper having general circulation within the City was also

published more than seven (7) days prior to the date of such hearing.

(7) That the delay in the consideration of such application was not entirely the fault of the applicant.

(8) That after conducting such hearing, the City Council finds that the granting of such tax abatement and entering into such agreement therefore will add value to the tax roll of the City.

Second, the tax abatement requested by the above mentioned application is hereby granted pursuant to the terms and conditions of and the Mayor and City Secretary of the City are hereby authorized to execute and attest, respectively, a Tax Abatement Agreement with the Owner.

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

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

READ, PASSED AND ADOPTED this _____ day of _____, 2017.

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

ATTEST:

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

APPROVED AS TO FORM ONLY:

**Wallace Shaw, City Attorney,
City of Freeport, Texas**

C\Freeport.Abt\Hudgins-WR-TxAbtAgmt-Rsl

AGENDA INFORMATION SHEET
ITEM NO. 10

DENIAL OF CENTERPOINT ENERGY'S PROPOSED INCREASE IN RATES RELATED TO ITS STATEMENT OF INTENT FILED ON ABOUT NOVEMBER 16, 2016

BACKGROUND

On or about November 16, 2016, CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas ("CenterPoint" or "Company") submitted a Statement of Intent to increase its non-gas base revenue on an overall basis by approximately \$31.0 million in the Company's Texas Coast Division and its Houston Division. In its Statement of Intent, CenterPoint proposed an effective date of December 21, 2016.

By prior Resolution, the City suspended CenterPoint's proposed effective date for the statutorily allowed time from December 21, 2016, to March 21, 2017. But, to facilitate negotiations among the City and CenterPoint regarding its proposed increase in rates, CenterPoint extended its proposed effective date from December 21, 2016, to January 7, 2017, which results in an extension of the suspension period from March 21, 2017, to April 7, 2017.

CenterPoint's proposed increase represents an increase in non-gas base revenue of approximately 10.7%. CenterPoint also proposed to consolidate its Houston Division and Texas Coast Division into the Texas Gulf Division and implement the revised gas tariffs on a division-wide basis for customers in the Texas Gulf Division.

The proposed increase affects all residential, small commercial, and large volume customers, within the incorporated cities and unincorporated areas of the newly created Texas Gulf Division. The existing Texas Coast Division is comprised of the following cities:

Alvin, Angleton, Baytown, Beach City, Beasley, Brookshire, Brookside Village, Clear Lake Shores, Clute, Danbury, Dickinson, El Lago, East Bernard, Friendswood, Freeport, Fulshear, Hillcrest Village, Hitchcock, Jones Creek, Katy, Kemah, Kendleton, La Marque, La Porte, Lake Jackson, League City, Liverpool, Manvel, Mont Belvieu, Morgan's Point, Needville, Orchard, Oyster Creek, Pearland, Pleak, Richmond, Richwood, Rosenberg, Santa Fe, Seabrook, Shoreacres, Sugar Land, Taylor Lake Village, Texas City, Wallis, West Columbia, Webster, Weston Lakes, and Wharton

Of these cities, the Cities of Angleton, Baytown, Clute, Freeport, League City, Pearland, Shoreacres, West Columbia, and Wharton are members in the Texas Coast Utilities Coalition (TCUC) of cities.

On a customer-class basis, for customers in the existing Texas Coast Division, the impact of CenterPoint's proposed increase in rates is as follows:

	Average Current Monthly Bill, including Gas Cost	Average Proposed Monthly Bill, including Gas Cost	Proposed Monthly Change	Percentage Change with Gas Cost / without Gas Cost
Residential	\$36.22	\$37.32	\$1.10	3.0% / 5.0%
General Service - Small	\$102.41	\$102.90	\$0.49	0.5% / -0.9%
General Service - Large Volume	\$1,316.42	\$1,317.74	\$1.32	0.1% / -6.5%

Furthermore, CenterPoint proposes to increase its customer charges. The customer charge is the charge on the customer's bill that stays the same month to month, irrespective of the amount of gas a customer uses. CenterPoint's proposal shifts more revenue to the customer charge. Below are shown the current and proposed customer charges for each customer class and the dollar and percentage changes in the customer charges:

	Current Customer Charge	Proposed Customer Charge	\$ and % Increase
General Service - Residential	\$16.17	\$16.75	\$0.58 / 3.6%
General Service - Small	\$17.20	\$18.25	\$1.05 / 6.1%
General Service - Large Volume	\$56.45	\$70.00	\$13.55 / 24.0%

The Company seeks a Return on Equity (ROE) of 10.25% and a capital structure weighted towards equity - 55.15% Equity; 44.85% Debt.

REVIEW:

After extensive review, the City and TCUC's special counsel and rate consultants are of the opinion that CenterPoint does not warrant the increase in revenue and change in rates it seeks. Thus, special counsel and the rate consultants believe CenterPoint has failed in carrying its burden of proof to increase rates as it proposed.

NEGOTIATIONS

The law firm of Herrera & Boyle, PLLC (through Mr. Alfred R. Herrera) has been representing the Texas Coast Utilities Coalition ("TCUC") cities regarding CenterPoint's request to increase rates both at the City level and at the Railroad Commission of Texas ("Commission"), including in efforts to resolve this matter without the need for a fully-litigated proceeding at the Commission. After good-faith negotiations among the parties, including the City, the parties concluded that, at this juncture, they are too far apart in terms of the change in rates that CenterPoint should receive, and suspended settlement talks. It is possible that the parties will meet again before the start of the hearings to attempt settlement.

ACTION: DENIAL OF CENTERPOINT'S PROPOSED RATE INCREASE

The City must take action to deny CenterPoint's proposed increase in rates by no later than April 7, 2017. If the City takes no action by that date, then CenterPoint's proposed increase in rates will be deemed reasonable by operation of law and its proposed rates will go into effect.

TCUC's Special Counsel recommends that the City deny CenterPoint's proposed increase in rates. After review of CenterPoint's Rate Filing Package and its responses to requests for information sought by TCUC's Special Counsel and rate consultants, they are of the opinion that CenterPoint has not established by a preponderance of the evidence that it warrants an increase in rates.

A denial of CenterPoint's request will in all likelihood lead to an appeal by CenterPoint of the denial resolution to the Railroad Commission of Texas and consolidation of the appeal with the rate case CenterPoint filed at the Commission.

RECOMMENDATION

It is recommended that the City deny CenterPoint's proposed increase in revenue and change in rates.

The City must take action no later than April 7, 2017. If the City does not take action by April 7, 2017 to deny CenterPoint's proposed increase in revenue and change in rates, then CenterPoint's proposed increase and rates will be deemed approved by operation of law as of that date.

RESOLUTION NO. 2017-2514

**RESOLUTION BY THE CITY OF _____ (“CITY”),
DENYING THE APPLICATION TO INCREASE RATES FILED BY
CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT
ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS ON OR
ABOUT NOVEMBER 16, 2016; REQUIRING THE REIMBURSEMENT
OF MUNICIPAL RATE CASE EXPENSES; FINDING THAT THE
MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING
OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT;
AND DECLARING AN EFFECTIVE DATE**

WHEREAS, CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas (“CenterPoint” or “Company”) filed a Statement of Intent with the City on or about November 16, 2016 to increase rates in the Company’s Houston and Texas Coast Divisions and proposed an effective date of December 21, 2016; and

WHEREAS, the City is a regulatory authority under the Gas Utility Regulatory Act (“GURA”) and under § 103.001 et seq. of GURA has exclusive original jurisdiction over CenterPoint’s rates, operations and services within the municipality; and

WHEREAS, by prior Resolution, the City suspended CenterPoint’s proposed effective date for the statutorily allowed time from December 21, 2016, to March 21, 2017; and

WHEREAS, to facilitate negotiations among the City and CenterPoint regarding its proposed increase in rates, CenterPoint extended its proposed effective date from December 21, 2016, to January 7, 2017, which results in an extension of the suspension period from March 21, 2017, to April 7, 2017; and

WHEREAS, CenterPoint proposed to consolidate its current Houston and Texas Coast Divisions into a single Texas Gulf Division and implement the revised gas tariffs on a division-wide basis for customers in the Texas Gulf Division; and

WHEREAS, CenterPoint’s proposed increase would increase its non-gas base revenue by approximately \$31.0 million, representing an increase in non-gas base revenue of approximately 10.7%; and

WHEREAS, the City of _____ is located in the currently existing Texas Coast Division; and

WHEREAS, on a customer-class basis, for Texas Coast Division customers, the impact of CenterPoint’s proposed increase is as follows:

	Average Current Monthly Bill, including Gas Cost	Average Proposed Monthly Bill, including Gas Cost	Proposed Monthly Change	Percentage Change with Gas Cost / without Gas Cost
Residential	\$36.22	\$37.32	\$1.10	3.0% / 5.0%
General Service-Small	\$102.41	\$102.90	\$0.49	0.5% / -0.9%
General Service – Large Volume	\$1,316.42	\$1,317.74	\$1.32	0.1% / -6.5%

WHEREAS, CenterPoint proposed to increase its customer charges for Texas Coast Division customers for “General Service – Residential” from \$16.17 to \$16.75; increase the customer charge for “General Service – Small” from \$17.20 to \$18.25; and increase the customer charge for “General Service – Large Volume” from \$56.45 to \$70.00; and

WHEREAS, the CenterPoint sought a Return on Equity (ROE) of 10.25%; a capital structure weighted toward equity – 55.15% Equity; 44.85% Debt; and

WHEREAS, CenterPoint’s rate request consists of a voluminous amount of information including CenterPoint’s rate-filing package, exhibits, schedules, and workpapers (collectively, its “Rate Filing Package”); and

WHEREAS, the City coordinated its efforts with a coalition of similarly situated municipalities known as the Texas Coast Utilities Coalition (“TCUC”) of cities, to review CenterPoint’s Rate Filing Package; and

WHEREAS, the City engaged special counsel and consultants to evaluate the merits of CenterPoint’s proposed increase in rates; and

WHEREAS, after review of CenterPoint's Rate Filing Package, the City's special counsel and consultants determined that CenterPoint failed to establish that its overall revenue request resulted in no more than an amount that would permit CenterPoint a reasonable opportunity to earn a reasonable return on the utility's invested capital used and useful in providing service to the public in excess of the utility's reasonable and necessary operating expenses; and

WHEREAS, CenterPoint failed to establish that its proposed rates and tariffs were just and reasonable;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF _____ THAT:

Section 1. The findings set out in the preamble are in all things approved and incorporated herein as if fully set forth.

Section 2. CenterPoint's failed to show that its proposed rates are just and reasonable.

Section 3. The City hereby **DENIES** CenterPoint's request to increase rates and in support thereof finds that:

A. The Rate Filing Package fails to provide sufficient information to justify the requested increase in revenue or to justify the changes set forth in the attached tariffs;

B. The Rate Filing Package fails to provide sufficient information to justify the adoption of the rate base, expenses, investment, return on equity, and other rate issues noted in Utilities Code, Chapter 104.

Section 4. The City hereby orders CenterPoint to reimburse the City's rate case expenses as provided in the Gas Utility Regulatory Act and that CenterPoint shall do so on a monthly basis and within 30 days after submission of the City's invoices for the City's reasonable costs associated with the City's activities related to this rate review or to related proceedings involving CenterPoint before the City, the Railroad Commission of Texas, or any court of law.

Section 5. A copy of this resolution shall be sent to CenterPoint Energy, care of Mr. Thomas Stevens, Director of Regulatory Affairs, CenterPoint Energy P.O. Box 2628,

Houston, Texas 77252-2628; and to Mr. Alfred R. Herrera, Herrera & Boyle, PLLC, 816 Congress Ave., Suite 1250, Austin, Texas 78701.

Section 6. The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 7. This resolution shall become effective from and after its passage.

PASSED AND APPROVED this _____ day of _____, 2017.

Mayor

ATTEST:

City Secretary

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, installation of at least two inches of TX-DOT type D hot mix asphalt, and striping parking areas with marking paint as per City specifications, 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 and installation of at least two inches of TX-DOT type D hot mix asphalt, and striping parking areas with marking paint as per City specifications. (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 written approval of OWNER.

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

WARRANTY: CONTRACTOR hereby EXPRESSLY WARRANTS that upon completion of the PROJECT, the WORK shall for a period of (INSERT LENGTH OF TIME) from the date of acceptance by OWNER be FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP

and that CONTRACTOR will REPLACE AND REPAIR any such defects occurring within such period at no cost to OWNER.

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

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

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

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

C\Freeport.Msc\Parking Lot Stabilization-Contract

2nd Street = Concrete apron at HWY. 288 to East side of Brazos Blvd.
right-of-way under HWY. 1495 Bridge.
Mill asphalt street, stabilize, and replace asphalt. Re-stripe street to original markings
Approximately = 450,000 sq. ft of asphalt

Job scope for stabilization and replacing asphalt on Second street

1. Contractor will be responsible for all signage, barricades, and safety aspects of work to be done as per City specifications.
2. Manholes existing in street will be maintained to street elevation to accommodate -1- 1/2" asphalt, and old asphalt around manholes will be removed to 1- 1/2" in depth.
3. Mill area to be repaired to a depth specified by manufacturer of SA-44/LS-44 ecological stabilizer, add clay binding material, and blade material off concrete.
4. Spray area with tack oil as specified by city, return material over tacked area, compact, and roll.
5. At adjoining side streets and intersections, all asphalt will be removed from adjoining concrete aprons, to insure smooth transition.
6. Apply special tack coat as specified by city to the stabilized area.
7. Overlay with no less than 1 and 1/2 inch of TxDOT Type D asphalt.

NOTE: Any underground water or sewer lines will be replaced by City Water Contractor unless ammendment to contract is made by City Departmental personnel.

Job scope for street striping

1. Work to be done will include all existing street markings within job scope from HWY 288 to HWY 1495 Bridge
2. Contractor will be responsible for all signage, barricades, and safety aspects of work to be done as per City specifications.
3. All street markings parallel to street, both broken and solid, will be marked with thermoplastic 60 mil or equivalent paint.
4. Stop lines and parking lines will be marked with traffic paint.

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, and also including installation of 450,000 square feet of TX-DOT type D hot-mix asphalt, 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 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 and installation of 450,000 square feet of TX-DOT type D hot mix asphalt ("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 take control of the WORK, then CONTRACTOR shall be entitled, upon completion of the work, to the difference between the contract price and the reasonable cost and expenses incurred by OWNER in finishing the WORK. If such costs and expenses should exceed the contract price, CONTRACTOR agrees to pay the excess to OWNER at Freeport, in Brazoria County, Texas, within thirty (30) days after being billed therefor by OWNER, as liquidated damages agreed upon by the parties hereto in consideration of the difficulty of ascertaining the actual damages by other means. The provisions of this section shall not apply to any defaults in performance of the incidental covenants of the CONTRACTOR which are not directly related to the continuity and quality of the performance of the WORK.

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

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

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

WARRANTY: CONTRACTOR hereby EXPRESSLY WARRANTS that upon completion of the PROJECT, the WORK shall for a period of (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\Second St., et al-Paving Contract #2-revised

DOWNTOWN PARKING LOT

Stabilization of Parking lot between the 100 block of East Second and the
200 block of East Broad
Approximately = 65,000 sq. ft of surface area.

Job scope for stabilization of parking lot

1. Contractor will be responsible for all signage, barricades, and safety aspects of work to be done as per City specifications.
2. Remove all concrete from North side of lot on Second Street side and driveway on South side at Broad. Replace with 8" stabilized base.
3. Strip grass from remainder of lot, stabilize existing base to 8" and compact.
2. Contractor will apply approved tack oil to stabilized area.
3. Overlay with no less than 2 inches of TxDot type - D asphalt.

Job scope for street striping

1. Work to be done will include all marking of parking areas within job scope
2. Contractor will be responsible for all signage, barricades, and safety aspects of work to be done as per City specifications.
3. Parking spaces will be striped to City of Freeport specifications.
4. Parking lines will be marked with traffic grade paint.

NOTE: Any underground water or sewer lines will be replaced by City Water Contractor unless ammendment to contract is made by City Departmental personnel.

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, in the damaged areas, 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, in the damaged areas of the roadway, 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 written approval of OWNER.

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

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

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

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

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

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

C:\Freeport.Msc\ -South Levy Road Paving Contract

FREEPORIS SOUTH LEVEE ROAD

Freeports south levee road from HWY 1495 to back entrance of
Stabilizing c Bryan Mound Strategic Oil Reserve
original markings.
mix asphalt.

Approximately = 35,000 to 40,000 sq. ft of existing roadway

Job scope for asphalt street

1. Contractor will be responsible for all signage, barricades, and safety aspects of work to be done as per City specifications.
2. Mill and Stabilize damaged areas in levee to 1 ft. wider than existing asphalt with 6% portland to a depth of no less than 6 inches.
Compact, blade, and roll.
3. Stabilized areas must be compacted to 95% +/- 1% and be tested by PSI or suitable contractor.
4. Apply tack coat to stabilized area.
5. Overlay with no less than 2 inches of TxDOT Type D asphalt.



Norma Moreno Garcia
Mayor

Jeff Pyne
Chief Executive Office
City Manager

Gilbert Arispe
Assistant City Manager

March 16, 2017

TO: Norma Moreno Garcia
Honorable Mayor

FROM: Christopher D. Motley 
Fire Chief

RE: Disaster and/or Storm Recovery Services

It is time to rebid a Request for Proposal (RFP) for Disaster and/or Storm Recovery Services. The existing Disaster and/or Storm Recovery Services will be expiring in March. In emergency management, the standard of practice is to have prearranged contracts in place prior to an incident. This allows time for competitive bid process, locating a qualified proposer, and meets FEMA's guidelines and federal reimbursable requirements. The Request for Proposal is attached for your review.

In reviewing this existing contract, I recommend to you and City Council to set a bid date for Monday, April 24, 2017 for Disaster and/or Storm Recovery Services



REQUEST FOR PROPOSAL

The enclosed REQUEST FOR PROPOSAL (RFP) and accompanying SPECIFICATIONS are for your convenience in submitting an offer for the enclosed referenced products and/or services for:

Disaster and/or Storm Recovery Services

CLOSING DAY AND TIME: Sealed proposals will be received no later than:

10:00 A.M., Friday, XXX SS,ZZZZ

MARK ENVELOPE:

"Disaster and/or Storm Recovery Services"

RETURN PROPOSAL TO:

**City of Freeport
200 WEST 2ND STREET
City of Freeport, TEXAS 77541
ATTN: Christopher D. Motley**

THE City of Freeport appreciates your time and effort in preparing a proposal. Please note that all proposals must be received at the designated location by the deadline shown. Proposals received after the deadline will not be considered for award, and shall be returned unopened. Opening is scheduled at City Hall, 2nd Floor 200 West 2nd Street, Freeport, Texas as listed above. You are invited to attend. Proposals will be declared responsive or non-responsive at that time, but will not be open to public review until evaluations are completed.

THE City of Freeport is aware of the time and effort you expend in preparing and submitting bids and proposals to the city. Please let us know of any requirements causing you difficulty in responding. We want to make the process as easy and convenient as possible so that all responsible vendors can compete for the city's business.

SECTION I - INFORMATION & INSTRUCTIONS

1.0 SUBMISSION REQUIREMENTS:

1.1 The complete original proposal must be submitted in a sealed package and received in accordance with the instructions detailed in the cover. All proposals shall be marked **Disaster and/or Storm Recovery Services**. Proposers shall file all documents necessary to support their proposal and include them with their proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

1.2 **Proposal Format:** Proposals shall include the following information at a minimum:

- a) **Proposal Document** - This request for Proposal Document signed by a responsible party (Form A).
- b) **Description of Capabilities** - Detailed description of capabilities as requested.
- c) **Fee Schedule** - Fees per instructions in Section III.
- d) **Debris Management Experience** - Relative information on Provider's response to a specific local disaster.
- e) **Firm Qualifications**- Description of vendor's staff, locations of staff, staff capabilities, and roles.
- f) **References** - References including municipal agencies and/or local businesses with contact names and description of the work.
- g) **Affidavit and Questionnaire** – Attached: Member Contact Information, BID Affidavit, Conflict of Interest Questionnaire, Blocked Persons Affirmation
- h) **Insurance** – Minimum Insurance qualifications listed below.
- i) **Financial Capability** – Bonding and Credit credentials as listed below.
- j) **NIMS Compliance** - Employee training and operations.
- k) **Additional Recovery Services** – Fees and services per instruction in Section 4.29
- l) **Technical Services** – Consulting firm in addressing crisis and emergency management support.
- m) **Attachments** - Attachment 1, Attachment 2 and Attachment 3

The Proposals must be typewritten and the original clearly marked and signed in blue ink. Legibility, clarity and completeness are important and essential. Proposals must include label tabs which identify the sections listed above of the Proposal.

1.3 **Copies:** An original and three (3) copies of the proposal and supporting documents must be submitted in response to the RFP.

1.4 **Addenda:** Proposers will be notified in writing of any change in the specifications contained in this RFP. It is the sole responsibility of the **Proposer** to assure that they have received the entire Request for Proposal and any addenda.

1.5 **Clarifications:** No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on the City of Freeport. No employee of the City of Freeport, other than the person designated herein, is authorized to interpret any portion of this

RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

1.6 Accepting and Rejecting Proposals. The City of Freeport reserves the right to reject any and all proposals, to waive any and all formalities and to accept any proposal considered to be advantageous to the City. In the case of ambiguity or lack of clearness, the City reserves the right to construe a proposal in a manner most advantageous to the City, or to reject such proposal. The contract may be awarded either to the lowest responsible Proposer or to the Proposer that provides goods or services at the best value for the City.

1.7 Request for Additional Information: Prior to the final selection, proposers may be required to submit additional information or make oral presentations which the City may deem necessary to further evaluate the proposer's qualifications.

1.8 Denial of Reimbursement: The City of Freeport will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

1.9 Gratuity Prohibition: Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City of Freeport for the purpose of influencing consideration of this proposal.

1.10 Right of Withdrawal: A proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.

1.11 Right of Negotiation: The City of Freeport reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract.

1.12 Exceptions to the RFP: Proposers may find instances where they must take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City of Freeport and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

1.13 Indemnification: Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City of Freeport, its employees, and agents, from any liability of any nature or kind in regard to the delivery of these services.

1.14 Rights to Submitted Material: All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by proposers shall become the property of the City of Freeport when received. Any material that is to be considered as confidential in nature must be clearly marked as such and will be treated as confidential by the City to the extent allowable in the Open Records Act.

1.15 Basis of Award: Proposals will be evaluated according to the following criteria:

1. Company Experience on Similar Sized Projects – 10%
2. Staff Qualifications and Emergency Planning/Response Experience - 20 %
3. NIMS adoption and compliance in employee training and operations – 10 %
4. Project Understanding and Approach - 10 %
5. Management Systems/Reporting Systems/Training Manual – 20 %
6. Cost of Services Proposed - 30 %

1.16 Contacts: Proposers must submit proposals in accordance with the instructions contained in this RFP. Questions regarding this request for proposal should be directed to:

City of Freeport, Chris Motley; 979-233-2111 or email: cmotley@freeport.tx.us

1.17 Contract: The contract between the City of Freeport and the contractor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto, and (2) the proposal submitted by the contractor in response to the RFP, including any resultant negotiation. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern. However, the City of Freeport reserves the right to clarify any contractual relationship in writing with the concurrence of the proposer, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the service provider's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern.

1.18 Contract Term: The contract term shall begin upon award at City of Freeport Council approval and shall continue for three (3) years. Further, City of Freeport reserves the right to renew the contract for one additional two year period. Such renewal shall be subject to the terms and conditions herein contained and shall be effective only if evidenced in writing. Renewal shall be subject to approval by City of Freeport Council each period. Once renewal option is exhausted, the contract must be rebid. City of Freeport retains the right to reject any and all solicitations or to request new solicitations at any time if in the best interest of City of Freeport.

1.19 Termination of Contract: The City of Freeport may cancel the contract at any time for breach of contractual obligations by providing the provider with a written notice of such cancellation. Should the City of Freeport exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the provider.

1.20 Compliance with Laws: In connection with the furnishing of supplies or performance of work under the contract, the provider agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

1.21 Use of Local Resources As per the Robert T. Stafford Act and FEMA regulations, Proposer will be able to use his/her own subcontractor resources to meet the obligations of the contract. It is expected that the Awarded Contractor will utilize at least **30%** of local subcontractors from resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts, and employing workmen.

1.22 Response to Emergency Contractor must have representative within the city limits of Freeport within 24 hours after the eye of the storm has passed or other within 24 hours of any natural disaster where cleanup efforts are needed. Contractor must make contact with City of Freeport representative within 48 hours of expected impact of storm.

1.23 Independent Contractor. The parties intend that Proposer, in performing services under this contract, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. The Proposer shall be free to contract for similar services to be performed for other persons, firms or corporations and Proposer is not to be considered an agent or employee of the City of Freeport and is not entitled to participate in any employee benefits of the City of Freeport. Further, the City of Freeport 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 the City.

1.24 Place of Performance, Applicable Law and Venue. 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.

1.25 Waiver of Interest. The Proposer selected by the City of Freeport shall waive all rights to interest on retainage as called for in Section 2252(2), Government Code, and shall execute a waiver of these rights simultaneously with the execution of the contract.

1.26 Accepting and Rejecting Proposals. The City of Freeport reserves the right to reject any and all proposals, to waive any and all formalities and to accept any proposal considered to be advantageous to the City. In the case of ambiguity or lack of clearness, the City reserves the right to construe a proposal in a manner most advantageous to the City, or to reject such proposal. The contract may be awarded either to the lowest responsible Proposer or to the Proposer that provides goods or services at the best value for the City.

1.27 Warranty of Authority 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 such person has the authority to do so, and that this instrument is binding upon such partnership, corporation or other entity according to its terms.

Section 2: Financial Responsibilities & Capabilities

2.1 INSURANCE

The proposer receiving the award and all subcontractors will obtain or possess the following insurance coverage's, and will provide Certificates of Insurance to the City to verify such coverage.

1. Workers' Compensation - The vendor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City of Freeport and its agents, employees and officials.
2. Commercial General Liability - The vendor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000.00, per occurrence, with a \$2,000,000.00 aggregate.
3. Business Automobile Liability - The vendor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.
4. Professional Liability (Errors & Omissions) - The vendor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.

2.2 BONDING AND OBLIGATIONS

The Contractor shall provide a payment and performance bond seven to ten days following activation of contract. Payment and performance bonds, individually, must be submitted for contracts over \$100,000.

Section 3: OVERVIEW OF SCOPE OF WORK RATE SCHEDULE ITEMS

Under this contract, work shall consist of clearing and removing any and all "eligible" debris as defined by Federal Emergency Management Agency (FEMA) Publication 325, all applicable State and Federal Disaster Specific Guidances and policies, and as directed by the City of Freeport. Work will include 1) examining debris to determine whether or not debris is eligible, burnable or non burnable, 2) loading the debris, 3) hauling debris to approved Temporary Debris Storage and Reduction Sites (TDSRS) or landfill(s), 4) reducing the debris, 5) hauling the debris to an approved disposal facility, and 6) dumping the debris at the dumpsite or landfill. Debris not defined as eligible by FEMA Publication 325 or State or Federal DSGs or policies will not be loaded, hauled, or dumped under this contract unless written instructions are given to the Contractor by the City of Freeport. It shall be the Contractors responsibility to load, transport, reduce, and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued a notice to proceed, unless otherwise directed by the City of Freeport, in writing. This includes, but is not limited to:

1. Vegetative Debris

- a. Damaged and disturbed trees, tree limbs, bushes, shrubs, brush, untreated lumber and wood products.
- b. Remains of standing trees which are clearly damaged beyond salvage.

2. Construction and Demolition (C&D) Debris

- a. Building materials, including wood structural members, concrete blocks, window glass, structural siding, and roofing materials including shingles or metal roofing panels.
- b. Household debris, consisting of damaged furniture and appliances, flooring materials, and the like.
- c. Treated timber, plastic, rubber products, sheet rock, cloth items, and carpeting materials.
- d. Metal debris, consisting of various thicknesses of corrugated metal and other thin sheet metal products.

Description of Designated Area

3.1.1 The designated area for debris removal is bounded by City of Freeport limits and includes all public right-of-ways, easements, parks, debris staging areas within the areas of the entity. Roadways in municipalities within the City of Freeport's limits may assign debris removal responsibilities to the Proposer. Debris removal performed on these municipal roadways will be performed as identified by the City of Freeport. The City of Freeport may also authorize the Proposer to perform debris removal on NON-City of Freeport roadways or other areas as directed in writing by the City of Freeport.

3.1.2 All debris identified by the City of Freeport shall be removed. The Contractor shall make up to two complete passes through the City of Freeport's limits, removing all debris along each street Right-of-Way ("ROW"). It is at the City of Freeport's discretion to require a third pass to be performed by the Contractor. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the City of Freeport or its representative. Any eligible debris, such

as fallen trees, which extends onto the ROW from private property shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the City of Freeport, in writing.

3.1.3 Contractor shall deliver debris to disposal sites that have been permitted to receive storm generated debris and adhere to all State, Local, and Federal regulations.

3.1.4 Debris shall be reasonably compacted into the hauling vehicle. No limbs shall be allowed to protrude more than 6" beyond the sides of the truck bed. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the blowing of debris out of the hauling vehicle during transport to the disposal site.

3.1.5 All debris will be mechanically loaded. Hauling vehicles that are hand loaded or that require mechanical assistance for dumping will not be permitted to dump at TDSRS, unless approved in advance by the City of Freeport.

3.1.6 Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than 6 inches in any dimension shall be left on site. Hand crews and rakes will be required.

3.1.7 Contractor will provide an on-site Project Manager to the City of Freeport. The Project Manager shall provide a telephone number to the City of Freeport with which he or she can be reached for the duration of the project. The Project Manager will be expected to have daily meetings with City of Freeport representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, LOCAL coordination, and damage repairs. Frequency of meetings may be adjusted by the City of Freeport. Proposer Project Manager must be available 24 hours-day, or as required by the City of Freeport.

3.1.8 The City of Freeport may provide the Contractor with Temporary Debris Storage and Reduction Sites (TDSRS). The Contractor will be responsible for returning the TDSRS to its original condition, abiding by all State and Federal environmental regulatory requirements.

1. TDSRS location to be determined within the City of Freeport.
2. Once TDSRS locations are determined, the Contractor will be provided with address, GPS coordinates, and estimated acreage.
3. Based on the severity of the disaster, the City of Freeport may task the Contractor with locating additional sites available as TDSRS.
4. The City of Freeport does not warrant or guarantee the availability or use of any dump sites. The Contractor must coordinate directly with owners of all final disposal sites. All final disposal sites must be approved, in writing, by the City of Freeport. The Contractor will remain legally responsible for the handling, reduction, and final haul-out and disposal of all reduced and unreduced debris. TDSRS operations and remediation must comply with all Local, State, and Federal safety and environmental standards. Contractor reduction, handling, disposal, and remediation operations must be approved, in writing, by the City of Freeport.

5. Payment for disposal costs such as tipping fees incurred by the Contractor at permitted disposal facilities, or other City of Freeport approved sites that meet Local, State, and Federal Regulations for disposal will be made at the cost incurred by the Contractor. The Contractor must furnish a copy of the invoice received by the disposal facility, all scale or load tickets issued by the disposal facility, and proof of Contractor payment to the disposal facility.
- 3.1.9 The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State, tribal and local governments or agencies, or of any public utilities.
 - 3.1.10 The City of Freeport reserves the right to inspect the TDSRS, verify quantities, and review operations at any time.

Section 4: SCOPE OF WORK

4.1 Emergency Road Clearance

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to clear and remove debris from City of Freeport roadways, and waterways, to make them passable immediately following a declared disaster event. All roadways designated by the City of Freeport shall be clear and passable within (70) seventy working hours of the issuance of a notice to proceed from the City of Freeport to conduct emergency roadway clearance work. This may include roadways in municipalities within the City of Freeport. Clearance of these roadways will be performed as identified by the City of Freeport.

4.2 ROW Vegetative Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs to pick up and transport vegetative debris existing in the City of Freeport ROW to a City of Freeport approved TDSRS or other designated disposal facility.

1. Vegetative debris existing in the City of Freeport ROW is defined as debris resulting from a hurricane or other natural or man-made disaster which has been or will be placed along public right-of-ways, easements, City of Freeport parks, alleys, City of Freeport debris staging areas, and other areas as designated by the City of Freeport.
2. For the purposes of this contract, vegetative debris which is piled in immediate close proximity to the actual legal street right-of-way, and which is accessible from the right-of-way line with loading equipment (i.e. not behind a fence or other physical obstacle) will be deemed to be on the right-of-way, and is to be removed.
3. Removal of vegetative debris existing in the City of Freeport will be performed as identified by the City of Freeport.
4. Entry onto private property for the removal of vegetative hazards will only be permitted when directed by the City of Freeport or its authorized representative.

4.3 ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs to pick up and transport Construction and Demolition ("C&D") debris existing in the City of Freeport ROW to a City of Freeport approved TDSRS or other designated disposal facility.

1. C&D debris existing in the City of Freeport ROW is defined as debris resulting from a hurricane or other natural disaster which has been or will be placed along public right-of-ways, easements, City of Freeport parks, alleys, and City of Freeport debris staging areas.
2. For the purposes of this contract, C&D debris which is piled in immediate close proximity to the actual legal street right-of-way, and which is accessible from the right-of-way line with loading equipment (i.e. not behind a fence or other physical obstacle) will be deemed to be on the right-of-way, and is to be removed.
3. Removal of C&D debris existing in the City of Freeport ROW will be performed as identified by the City of Freeport.

4.4 Demolition, Removal, and Transport of Structures

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to demolish structures on private property within the jurisdictional limits of the City of Freeport. Further, debris generated from the demolition of structures, as well as scattered C&D debris on private property, will be transported to a City of Freeport approved TDSRS or other designated disposal facility.

1. Removal and transportation of demolished structures and scattered C&D debris on private property will be performed as identified by the City of Freeport.
2. Entry onto private property will only be permitted when directed by the City of Freeport. The City of Freeport will provide specific Right of Entry (ROE) legal and operational procedures.
3. Contractor is required to strictly adhere to any and all Local, State, and Federal regulatory requirements for the demolition of structures.

4.5 Temporary Debris Storage and Reduction Site (TDSRS) - Management and Operations

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to manage and operate TDSRS for the acceptance, management, segregation, and staging of disaster related debris. TDSRS layout and ingress and egress plan must be approved by the City of Freeport

1. The management of TDSRS includes assistance in obtaining necessary Local, State, and Federal Permits and operating in accordance with all Local, State, and Federal regulatory agencies.
2. Debris at the TDSRS will be clearly segregated and managed according to the separately priced collection operations outlined in section 4, "Overview of Work of Scope Rate Schedule Items."

3. Contractor is responsible for providing TDSRS traffic control.
4. Contractor is responsible for providing TDSRS dust control.
5. Contractor is responsible for providing 24-hour site security.
6. Contractor shall provide a tower from which the City of Freeport or its authorized representative can make volumetric load calls. The tower provided by the Contractor will at a minimum meet the specifications provided in the Debris Site Tower Specifications of this procurement.
7. Contractor is responsible for operating the TDSRS in accordance with Occupational Health and Safety Administration ("OSHA") guidelines.
8. Upon completion of haul-out activities, Contractor shall remediate the site to pre-disaster condition at their own expense, abiding by all State and Federal environmental regulatory requirements, and obtain a written release from the City of Freeport or its authorized representative.
9. Contractor is responsible to provide in proposal the rates for haul to TDSRS in increments of 0-15 miles, 16-31 miles and 32-60 miles.

4.6 Grinding (Reduction of Storm Generated Debris)

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce storm generated debris by grinding. Reduction methods are at the discretion of the City of Freeport. Grinding must be approved by the City of Freeport prior to commencement of reduction activities.

1. All un-reduced storm debris must be staged separately at the TDSRS.
2. Proposer must obtain approval to reduce C&D debris from City of Freeport. If approved for reduction by City of Freeport, C&D debris must be reduced via grinding in order for the City of Freeport to compensate the Contractor for reduction. Incineration or mauling of C&D are not acceptable methods of C&D reduction.

4.7 Incineration (Reduction of Storm Generated Debris)

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce storm generated debris by incineration. Reduction methods (controlled open-air incineration and air curtain burning) are at the discretion of the City of Freeport. Incineration must be approved by the City of Freeport prior to commencement of reduction activities. All un-reduced storm debris must be staged separately at the TDSRS.

4.8 Haul-Out of Reduced Debris to Final Disposal Site

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to pick up and transport reduced material existing at a City of Freeport approved TDSRS to a final disposal facility.

All un-reduced storm debris must be transported to a final disposal facility separately from

reduced debris.

4.9 Final Disposal Sites

In Brazoria County, the primary landfill for the City of Freeport is Sea Breeze Environmental Landfill. The landfill is located less than twenty miles from the City of Freeport. If the designated landfill is not available, the awarded contractor is required to submit a price per mile for any miles traveled greater than estimated range.

Final disposal sites distance from the TDSRS and associated tipping fees should be provided to the City of Freeport prior to conducting final disposal.

4.10 Removal of Hazardous Leaning Trees and Hanging Limbs

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to remove all hazardous trees (12) twelve inches or greater in diameter, measured (3) three feet from the base of the tree or chest height and hanging limbs (2) two inches or greater in diameter existing in the City of Freeport ROW. Further, debris generated from the removal of hazardous trees and hanging limbs (2) two inches or greater existing in the City of Freeport ROW will be placed in the safest possible location on the ROW and subsequently removed in accordance with 4.2 under the terms, conditions, and procedure described in "ROW Vegetative Debris Removal." Hazardous leaning trees less than (12) inches in diameter, measured (3) three feet from the base of the tree or at chest height, will be flush cut, loaded, and removed in accordance with 4.2. The City of Freeport will not compensate the Contractor for leaning trees less than (12) twelve inches in diameter on a unit rate basis.

1. Removal and transportation of hazardous trees (12) twelve inches or greater in diameter and hanging limbs (2) two inches or greater in diameter existing in the City of Freeport ROW and private property will be performed as identified by the City of Freeport. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Contractor, in writing, by the City of Freeport. In order for leaning or hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of (1) one of the following requirements:
 - a. The tree is leaning in excess of 30 degrees in a direction that poses an immediate threat to public health, welfare, and safety.
 - b. The tree is dead, twisted, or mangled as a direct result of the storm and an Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.

4.11 Removal of Hazardous Stumps

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to remove all hazardous uprooted stumps (24) twenty-four inches or greater in diameter, measured (24) twenty-four inches from the base of the tree existing in the City of Freeport ROW. Further, debris generated from the removal of uprooted stumps existing in the City of Freeport ROW will be placed in the safest possible location on the ROW and subsequently removed in accordance with 4.2 under the terms, conditions, and procedure described in "ROW Vegetative Debris Removal." Stumps measured (24) twenty-four inches

from the base of the tree and less than (24) twenty-four inches in diameter will be considered normal vegetative debris and removed in accordance with 4.2. The City of Freeport will not compensate hazardous stumps less than (24) twenty-four inches in diameter on a unit rate basis and instead will be considered normal vegetative debris. The diameter of stumps less than (24) inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See Attachment III – FEMA Stump Conversion Table) and removed under the terms and conditions of 4.2.

1. Removal and transportation of hazardous uprooted stumps existing in the City of Freeport ROW and private property will be performed as identified by the City of Freeport. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the City of Freeport. In order for hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following requirement:

- a. Over 50% of the tree crown is damaged or broken and heartwood is exposed.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of 4.2. The cubic yard volume of the unattached stump will be based off of the diameter conversion using the published FEMA stump conversion table (See Attachment III – FEMA Stump Conversion Table).

The City of Freeport or its representative will measure and certify all stumps before removal.

4.12 Household Hazardous Waste Removal, Transport, and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary for the removal, transportation, and disposal of Household Hazardous Waste (HHW) as defined by FEMA 325 Public Assistance Debris Management Guide.

1. The removal, transportation, and disposal of HHW includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

4.13 Electronic Waste

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary for the removal, transportation, and disposal of Electronic Hazardous Waste (EHW) as defined by FEMA 325 Public Assistance Debris Management Guide.

1. The removal, transportation, and disposal of EHW includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

4.14 Abandoned Vehicle Removal

Under this contract, work shall consist of the removal and haul out of abandoned vehicles in areas identified and approved by the City of Freeport. The removed vehicles will be hauled to a City of Freeport approved staging area and subsequently disposed of by the appropriate regulatory agency. The definition of abandon vehicle shall apply to motor vehicles, recreational vehicles, recreational watercraft and other applicable definitions of vehicle as defined by FEMA 325 Public Assistance Debris Management Guide.

1. The removal, transportation, and disposal required for Abandoned Vehicle Removal includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

4.15 Animal Carcass Removal and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary for the removal, transportation, and disposal of animal carcasses as defined by FEMA 325 Public Assistance Debris Management Guide. The carcasses will be hauled to a City of Freeport approved staging area and subsequently disposed of by the appropriate regulatory agency.

1. The removal, transportation, and disposal of Animal Carcasses includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.
2. Animal carcass removal and disposal shall follow within accordance with FEMA 325 along with coordination with City of Freeport Public Health Official representative and detail documentation of the approval, removal, and disposal.

4.16 ROW White Goods Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel and miscellaneous costs associated with the removal, transportation, and disposal of White Goods. White Goods containing refrigerants will be hauled to a City of Freeport approved staging area where certified technicians will remove the refrigerants. Under this contract, the contractor will be responsible for locating and contracting services from certified technicians.

1. The removal, transportation, and disposal of White Goods includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

4.17 Freon Removal

Under this contract, work shall consist of the removal and disposal of refrigerants from items containing Freon in areas identified and approved by the City of Freeport. The Freon containing items will be hauled to a City of Freeport approved staging area under the terms and conditions of 4.16 and subsequently the Freon will be removed and disposed of by a certified technician before the unit is recycled or disposed.

1. The removal, transportation and disposal of Freon includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

4.18 Asbestos Removal

Under this contract, work shall consist of all labor, equipment, fuel and miscellaneous costs associated with the removal, transportation, and disposal of Asbestos.

1. The removal, transportation, and disposal of Asbestos includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

4.19 Use of Local Resources

As per the Robert T. Stafford Act and FEMA regulations, Proposer will be able to use his/her own subcontractor resources to meet the obligations of the contract. It is expected that the Awarded Contractor will utilize at least 30% of subcontractors from resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts, and employing workmen.

4.20 Working Hours

Sunday through Saturday, the Contract hours shall only be during daylight hours or as otherwise directed by the City of Freeport. No work outside these hours shall be allowed unless approved in advance by the City of Freeport.

4.21 Debris Site Tower Specifications

4.21.1 The Contractor shall provide a minimum of one tower at each dumpsite for the use of City of Freeport representatives during their inspection of dumping operations. If ingress and egress of a TDSRS is of significant distance that the City of Freeport or its representative are unable to verify the entering and exiting trucks, then the Contractor may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of 10 feet from surrounding grade to finish floor level, have a minimum (8) eight feet by (8) eight feet of usable floor area, be covered by a roof with (2) two feet overhangs on all sides, and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up (4) four feet on all (4) four sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Proposer's compensation under the terms and conditions of section 4.5.

4.21.2 The Contractor shall provide a minimum of one portable toilet at each dumpsite for the use of City of Freeport representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor throughout the duration of dumping operations. The expense incurred by the Contractor for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of section 4.5.

4.21.3 Care shall be taken to place tower at a sufficient distance away from any reduction operations. If necessary, dumping operations may be temporarily suspended by the City of Freeport due to unsuitable conditions at the tower.

4.22 Equipment

4.22.1 All trucks and other equipment must be in compliance with all applicable Federal, State, tribal, and local rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

4.22.2 Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of (2) two inch by (6) six inch boards or greater and not to extend more than (2) two feet above the metal bedsides. In order to ensure compliance, equipment will be inspected by authorized City of Freeport representatives prior to its use by the Contractor.

4.22.3 Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Proposer mix debris hauled for others with debris hauled under this contract.

4.22.4 Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 CY and up) and non-rubber tired equipment must be approved for use on the road by the City of Freeport.

4.22.5 Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the City of Freeport, following the event. All hand-loaded vehicles will receive an automatic 50% deduction for lack of compaction.

4.23 Traffic Control

4.23.1 The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices at all Contractor work areas.

4.23.2 Contractor shall provide qualified flag personnel where necessary to direct the traffic and shall take all necessary precautions for the protection of the work, and the safety of the public.

4.23.3 Highways, streets or parts of the work closed to through traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours from sunset to sunrise. Suitable warning signs shall be provided to properly control and direct traffic.

4.23.4 All barricades, warning signs, lights, temporary signals, other protective devices, flag persons and signaling devices shall conform to the minimum requirements as set out in the Manual on Uniform Traffic Control Devices for Streets and Highways, Part VI, prepared by the National Joint Committee on Uniform Traffic Control Devices and current at the time bids are received.

4.23.5 The expenses incurred by the Contractor for items 4.22.1 to 4.22.3 are compensated under the terms and conditions of section 4.5.

4.24 Damage To Public Or Private Property

4.24.1 Contractor is responsible for all damage, injury, or loss to any property.

4.24.2 Contractor shall restore all disturbed areas to their original condition, including re-grading, use of rye grass and permanent grass, and any other means determined to be necessary.

4.24.3 Contractor failure to restore damage to public or private property to the satisfaction of the City of Freeport will result in the City of Freeport withholding retainage money in an amount sufficient to make necessary repairs.

4.25 Existing Utilities

4.25.1 Some trees and debris which are to be removed under this contract may be blocked or entangled with overhead power, telephone, and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines. Contractor shall pay all such costs to the utility company for any adjustments.

4.25.2 Contractor shall make the necessary repairs or pay all costs incurred to repair damaged utilities, as determined by the affected utility company. Repairs to all municipal and privately owned water and sewer facilities shall be made by the Contractor.

4.26 Environmental Protection

4.26.1 All chemicals of whatever nature used during project construction or furnished for project operation must be state and federally certified. Their use and disposal of all residues shall be in strict compliance with instructions.

4.26.2 The Contractor shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all Local and State regulations and the approval of the City of Freeport. Contractor shall comply in a timely manner with all directions of the City of Freeport regarding the use of a water truck or other approved dust abatement measures.

4.26.3 The Contractor shall comply with all Laws, Rules, Regulations and Ordinances regarding environmental protection.

4.27 Documentation and Measurement

4.27.1 The City of Freeport may contract services with a debris monitoring company to act as its representative. Prior to beginning any work, the City of Freeport, or its representative, shall clearly number each truck hauling debris or piece of equipment loading debris. All vehicles must be certified by the City of Freeport, or its representative, prior to debris collection. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified by an authorized City of Freeport representative each time it returns to work from other contracts or communities.

4.27.2 Contractor is responsible for ensuring that all subcontractors maintain a valid driver's licenses and equipment legally fit for travel on the road.

4.27.3 The Contractor shall designate one project manager. The representative shall provide a telephone number to the City of Freeport with which he or she can be reached throughout the duration of the project.

4.27.4 "Load tickets" will be provided by the City of Freeport or its representative for recording volumes of debris removal.

1. Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
2. Load tickets will be issued by an authorized representative of the City of Freeport or its representative at the loading site. The City of Freeport representative will keep one copy of the ticket, and give four copies to the vehicle operator. Upon arrival at the dumpsite, the vehicle operator will give the four copies to the City of Freeport representative at the dumpsite. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the City of Freeport representative present at the dumpsite. The City of Freeport representative will validate, enter the estimated debris quantity, and sign the tickets. The City of Freeport will keep the original copy and the three remaining duplicate copies will be returned to the vehicle operator for the Contractor's records.
3. The Contractor shall give written notice of the location for work scheduled 24 hours in advance.

4.28 City of Freeport Responsibilities

City of Freeport responsibilities will vary depending on City of Freeport's needs and resources. The City of Freeport, at a minimum, will be responsible for the following:

1. Coordination of collection activities with Contractor
2. Identifying suitable temporary debris storage and reduction site activities
3. Promotion of debris management activities
4. Educational materials
5. Submittal of post-collection TDSRS data reports to TCEQ
6. Recruitment and coordination of volunteers
7. Coordination with local police, fire, EMS and other appropriate agencies
8. Provision of emergency contact information

4.29 Response to Emergency

Contractor must have a representative within the city limits of Freeport within 24 hours after the eye of the storm has passed or other within 24 hours of any natural disaster where cleanup efforts are needed. Contractor must make contact with City of Freeport representative within 48 hours of expected impact of storm.

4.30 Additional Disaster and/or Storm Recovery Services

Contractor shall include a price for any and all additional services that are available such as:

- Emergency delivery of potable water, ice, and food
- Temporary sanitation, showers, kitchens
- Command Center, satellite communication, phones, internet
- Emergency power generators
- First aid stations
- Light towers
- Office trailers
- Storage containers
- Mold/Asbestos Abatement
- Hazardous Waste Remediation
- Dredging
- Marine Recovery / Marine Debris Removal
- Bank Restoration
- Sand Collection / Beach Restoration
- Pumping and water relocation
- Sewer and Catch Basin Cleaning
- Temporary housing for responders and last resort residents
- Provide transportation and dispensing of gasoline, propane, diesel to support disaster recovery operations.

4.31 Additional Services

The contractor will describe its company's disaster recovery technical assistance services as well as any and all additional support services available to the City of Freeport.

FORM A - OFFEROR IDENTIFICATION & AUTHORIZED SIGNATORY

Invitation No.:

(DO NOT *handwrite* **this Form. Information must be typed in.) Invitation Title:**

Offeror Company:

(Legal name of business which will appear on contract, if awarded)

Offeror Status:	Manufacturer	Dealer/Distributor	Other
Response Type(1):	Offeror Acting Alone	Joint Offering	
Contract Signatory(2):	Title:		
Mailing Address(3):	<hr/>		
Physical Address:	<hr/>		
Phone:	Fax:		
Email Address:	<hr/>		
Federal ID No.:	Web Page URL:		

(1) If Joint Offering, all parties must submit a signed Form A. A contract will be offered to each.

(2) Person who will sign final contract documents if an award is made.

(3) Address to which final contract documents would be sent for signature.

Member Contact Information

Contact Person(4):

Mailing Address:

Physical Address:

Toll Free Phone: Fax:

Email Address:

(4) Person who City of Freeport will contact for product information and to get pricing quotes.

The Signatory below, on behalf of Offeror:

-Acknowledges having thoroughly reviewed the Invitation;

-Attests to having the authority to sign this response and commit Offeror to honor all requirements;

-Makes, under penalty of perjury, all required Offeror Certifications as detailed in General Terms;

-Certifies that all information provided in this Response is true and correct.

Signature: _____ **Title:** _____

Printed Name: _____

Date: _____

BID AFFIDAVIT

All pages in offeror's PROPOSAL containing statements, letters, etc., shall be signed by a duly authorized officer of the company, whose signature is binding on the PROPOSAL.

The undersigned offers and agrees to furnish all of the items and/or services upon which prices are stated in the accompanying proposal. Further the undersigned certifies to having read and understands the terms of this invitation. The undersigned offers and agrees to furnish all of the items and/or services upon which prices are stated in the accompanying proposal. Further the undersigned certifies to having read and understood the terms of this invitation. The period of acceptance of this bid will be 90 calendar days from the date of the bid opening.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____ on this day personally appeared, who after being by me duly sworn, did depose and say:

"I, _____, am a duly authorized officer of/agent for _____ and have been duly authorized to execute the foregoing bid on behalf of the said company, agency or proprietorship hereby certify that the foregoing proposal has not been prepared in collusion with any other offeror or other persons engaged in the same line of business prior to the official receipt of this proposal. Further, I certify that the officer is not now, nor has ever been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/items offered, or to influence any person or persons to offer or not to offer thereon."

STATE RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the State of Texas. YES _____ NO _____

LOCAL RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the City of Freeport, State of Texas. YES _____ NO _____

NON-RESIDENT CERTIFICATION: Our principal place of business is _____
(City & State)

Name and Address of offeror:

Telephone Number _____

by: _____ Title: _____

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named,

_____ on this the _____ day of 20_____
(name of Notary)

Notary Public in and for the State of _____

RETURN THIS PAGE PROPERLY EXECUTED WITH YOUR PROPOSAL

NOTICE TO ALL CITY VENDORS AND ALL POTENTIAL CITY VENDORS:

On May 23, 2005, the Texas Senate passed House Bill 914, adding Chapter 176 to the Local Government Code, and imposing new disclosure and reporting obligations on vendors and potential vendors to local governmental entities beginning on January 1, 2006. Failure to abide by these new statutory requirements can result in possible criminal penalties. The City of Freeport is requiring you to complete the attached Conflict of Interest Questionnaire (CIQ) Form, prepared by the Texas Ethics Commission, at the direction of the legislature and strongly recommends you become familiar with House Bill 914. The City of will not provide any further interpretation or information regarding these new requirements; however, you may contact the Texas Ethics Commission at www.ethics.state.tx.us or at 1-800-1325-8506.

Please remit the CIQ form with your bid. Thank you.

City of Freeport, Texas

BIDDER/OFFEROR'S SDNs/BLOCKED PERSONS AFFIRMATION

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1. Pursuant to 44CFR Part 13.35, the Bidder/Respondent, hereby affirms that Bidder/Respondent:

(Please check all that are applicable)

_____ Is not excluded from doing business at the federal level.

_____ Is not listed as Specially Designated Nationals (SDN)s/Blocked Persons (individuals and companies owned or controlled by or acting for or on behalf of targeted Countries; or individuals, groups and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific).

2. City of Freeport may not make procurement transactions with SDNs/Blocked Persons.

Bidder/Respondent Company Name _____

Bidder (Signature) _____ Date _____

Bidder (Print Name) _____ Date _____

Position with Company _____

Signature of Company Official

Authorizing the Bid/Offer _____ Date _____

Company Official

(Printed Name) _____

Official's Position _____

Corporate Vendors Shall Furnish the Following Information:

Where Incorporated _____ Charter Number _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

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

Yes No

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

Yes No

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

Yes No

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

4

Signature of person doing business with the governmental entity

Date

**ATTACHMENT I
DEBRIS REMOVAL, PROCESSING AND DISPOSAL**

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
1	Mobilization and Demobilization (Lump Sum)		Lump Sum
2	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS) or other disposal sites (NOTE 1 & 6)		CY
3	Vegetative and C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to TDSRS or other disposal sites (NOTE 1 & 6)		CY
4	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site (NOTES 1, 3 & 6)		CY
5	Vegetative and C&D Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site (NOTES 2, 3 & 6)		CY
6	Management of TDSRS (NOTE 4)		CY
7	Processing (Grinding/Chipping) of Vegetative Debris at TDSRS or Final Disposal		CY
8	Grinding or consolidation of C&D debris at TDSRS		CY
9	Processing (Open Burning) of Vegetative Debris at TDSRS or Final Disposal		CY
10	Processing Burning of Vegetative debris using air curtain incinerators at TDSRS or final disposal		CY
11	Pick Up and Haul of White Goods to Site within County		UNIT
12	Pick Up and Disposal of Hazardous Material		LB
13	Freon Management and Recycling		UNIT
14	Dead Animal Collection, Transportation and Disposal		LB
15	Abandoned Vehicle Removal		VEHICLE
16	Recreational Vehicle		Per LF
17	Disposal of asbestos containing material		CY
Removal of hazardous stumps resulting from trees growing on the right of way and Hauling to Final Disposal Site – (NOTE 6)			
18	6 inch diameter to 11.99 inch diameter	See conversion chart	
19	12 inch diameter to 23.99 inch diameter	See conversion chart	
20	24 inch diameter to 47.99 inch diameter		STUMP
21	48 inch diameter and greater		STUMP
Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 2 – 9			
22	Removal of hazardous hanging limbs greater than 2 inches		PER TREE
23	Removal of hazardous standing trees 6" – 12" in diameter		EACH
24	Removal of hazardous standing trees 13" – 24" in diameter		EACH
25	Removal of hazardous standing trees 25" – 36" in diameter		EACH
26	Removal of hazardous standing trees 37" – 48" in diameter		EACH
27	Removal of hazardous standing trees greater than 48" in diameter		EACH

Marine Debris Removal			
28	Canals, bayous and ditches		PER LF
29	Bays and other open waters		PER ACRE
30	Boat removal		PER LF
The following items shall be billed on a time and material basis according to the attached schedules:			
31	Emergency Road Clearance	See Equipment & Labor Rates	
32	Demolition of Structures (Debris will be hauled and disposed of under items 2-9)		SQ/FT
33	Disaster event Generated Hazardous Wastes Abatement; Biohazardous Wastes Abatement		N/A
34	Generators, light plants, water pumps, portable toilets and other required equipment or materials		COST PLUS

NOTES:

1. This price assumes that TDSRS's , final disposal site or other approved disposal sites are within 10 miles. For all distances over 10 miles add _____ per cubic yard per mile.
2. This price assumes final disposal is within 30 miles of TDSRS. For all distances over 30 miles add _____ per cubic yard per mile.
3. The Contractor will pay tipping fee at final disposal site(s) and back charge City at cost.
4. Includes management of site remediation.
5. All stumps placed on the right of way by citizens will be converted to cubic yards per the attached FEMA Stump Conversion Chart and charged as regular debris under items 2 – 7.
6. Invoices to be based on incoming load tickets.
7. Invoices to be based on outgoing load tickets.
8. For a multi-year contract, the above prices would be adjusted up or down on the anniversary date of the contract according a percentage equal to the percent change in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics.

**ATTACHMENT II
EQUIPMENT RATES**

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	
JD 644 Wheel Loader with debris grapple	Hour	
Extendaboom Forklift with debris grapple	Hour	
753 Bobcat Skid Steer Loader with debris grapple	Hour	
753 Bobcat Skid Steer Loader with bucket	Hour	
753 Bobcat Skid Steer Loader with street Sweeper	Hour	
30-50 HP Farm Tractor with box blade or rake	Hour	
2-2 ½ Cu.Yd. Articulated Loader with bucket	Hour	
3-4 Cu.Yd. Articulated Loader with bucket	Hour	
JD 648E Log Skidder or equivalent	Hour	
CAT D4 Dozer	Hour	
CAT D6 Dozer	Hour	
CAT D8 Dozer	Hour	
CAT 125 – 140 HP Motor Grader	Hour	
JD 690 Trackhoe with debris grapple	Hour	
JD 690 Trackhoe with bucket & thumb	Hour	
Rubber Tired Trackhoe with debris grapple	Hour	
JD 310 Rubber Tired Backhoe with bucket and hoe	Hour	
Rubber Tired Excavator with debris grapple	Hour	
210 Prentiss Knuckleboom with debris grapple	Hour	
Self-Loader Scraper Cat 623 or equivalent	Hour	
Hand Fed Debris Chipper	Hour	
300 – 400 Tub Grinder	Hour	
800 – 1,000 HP Diamond Z Tub Grinder	Hour	
30 Ton Crane	Hour	
50 Tone Crane	Hour	
100 Ton Crane (8 hour minimum)	Hour	
40-60' Bucket Truck	Hour	
Service Truck	Hour	
Water Truck	Hour	
Portable Light Plant	Hour	
Equipment Transports	Hour	
Pickup Truck, Unmanned	Hour	
Self-loading Dump Truck with Knuckleboom and debris grapple	Hour	
Single Axle Dump Truck, 5 – 12 Cu.Yd.	Hour	
Tandem Dump Truck, 16 - 20 Cu.Yd.	Hour	
Trailer Dump, 24 – 40 Cu.Yd.	Hour	
Trailer Dump Truck, 61 – 80 Cu.Yd.	Hour	
Power Screen	Hour	
Stacking Conveyor	Hour	
Off Road Trucks	Hour	

LABOR AND MATERIAL RATES

Personnel Description	Unit	Unit Price
Operations Manager	Hour	
Superintendent with truck, phone & radio	Hour	
Foreman with truck, phone & radio	Hour	
Safety/Quality Control Inspector with vehicle, phone & radio	Hour	
Inspector with vehicle, phone & radio	Hour	
Climber with gear	Hour	
Saw Hand with chainsaw	Hour	
Laborers & Flagmen	Hour	
Public Assistance Manager	Hour	
Documentation Clerk	Hour	
Timekeeper	Hour	
HazMat Professional	Hour	
Household HazMat Inspection & Removal Crew	Hour	
Generators from 10 KW to 300 KW		
Materials Description	Unit	Unit Price
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	CY	

Notes:

1. The Equipment, labor and material rates shown above are for tasks requested by the City which are not covered in the rates (per cubic yard) for normal debris removal and reduction.

2. Pricing includes operator, fuel, and maintenance. Depending on the severity of the disaster, some or all of the above equipment will be required. The Contractor will ensure sufficient numbers of each type of listed equipment are available to meet the needs for a particular disaster.

3. The listed equipment should cover all possible equipment needs following disaster. The Contractor has access and contacts for any other equipment that might be required and will negotiate a rate with the City if need arises for equipment not on list.

ATTACHMENT III
Stump Conversion Table
Diameter to Volume Capacity

The qualification of the cubic yards of debris for each size of stump is the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricane Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards.

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert inches to Cubic Yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3:6
- Root ball height of 31"

Stump Diameter (inches)	Cubic
6	0.3
7	0.4
8	0.5
9	0.6
10	0.7
11	0.9
12	1
13	1.2
14	1.4
15	1.6
16	1.8
17	2.1
18	2.3
19	2.6
20	2.9
21	3.2
22	3.5
23	3.8
24	4.1
25	4.5
26	4.8
27	5.2
28	5.6
29	6
30	6.5
31	6.9
32	7.3
33	7.8
34	8.3
35	8.8
36	9.3
37	9.8
38	10.3
39	1.9
40	11.5
41	12
42	12.6
43	13.3
44	13.9
45	14.5
46	15.2

Stump Diameter (inches)	Cubic
47	15.8
48	16.5
49	17.2
50	17.9
51	18.6
52	19.4
53	20.1
54	20.9
55	21.7
56	22.5
57	23.3
58	24.1
59	24.9
60	25.8
61	26.7
62	27.6
63	28.4
64	29.4
65	30.3
66	31.2
67	32.2
68	33.1
69	34.1
70	35.1
71	36.1
72	37.2
73	38.2
74	39.2
75	40.3
76	41.4
77	42.5
78	43.6
79	44.7
80	45.9
81	47
82	48.2
83	49.4
84	50.6




Norma Moreno Garcia
Mayor

Jeff Pynes
Chief Executive Officer
City Manager

Gilbert Arispe
Assistant City Manager

March 16, 2017

TO: Norma Moreno Garcia
Honorable Mayor

FROM: Christopher D. Motley 
Fire Chief

RE: Monitoring Debris Contract

It is time to rebid a Request for Proposal (RFP) for Disaster and/or Storm Recovery Monitoring services. The existing Disaster and/or Storm Recovery Monitoring service contract will be expiring in July. In emergency management, the standard of practice is to have prearranged contracts in place prior to an incident. This allows time for competitive bid process, locating a qualified proposer, and meets FEMA's guidelines and federal reimbursable requirements. The Request for Proposal is attached for your review.

In reviewing this existing contract, I recommend to you and City Council to set a bid date for Monday, April 24, 2017 for Disaster and/or Storm Recovery Monitoring services.



REQUEST FOR PROPOSAL

The enclosed **REQUEST FOR PROPOSAL (RFP)** and accompanying **SPECIFICATIONS** are for your convenience in submitting an offer for the enclosed referenced products and/or services for:

Disaster and/or Storm Recovery Monitoring

CLOSING DAY AND TIME: Sealed proposals will be received no later than:

10:00 A.M., Tuesday, XXX XX,XXX

MARK ENVELOPE:

"Disaster and/or Storm Recovery Monitoring"

RETURN PROPOSAL TO:

**CITY OF FREEPORT
200 WEST 2ND STREET
FREEPORT, TEXAS 77541
ATTN: LAURA TOLAR**

THE CITY OF FREEPORT appreciates your time and effort in preparing a proposal. Please note that all proposals must be received at the designated location by the deadline shown. Proposals received after the deadline will not be considered for award, and shall be returned unopened. Opening is scheduled at City Hall, 2nd Floor 200 West 2nd Street, Freeport, Texas as listed above. You are invited to attend. Proposals will be declared responsive or non-responsive at that time, but will not be open to public review until evaluations are completed.

THE CITY OF FREEPORT is aware of the time and effort you expend in preparing and submitting bids and proposals to the city. Please let us know of any requirements causing you difficulty in responding. We want to make the process as easy and convenient as possible so that all responsible vendors can compete for the city's business.

SECTION I - INFORMATION & INSTRUCTIONS

1.0 SUBMISSION REQUIREMENTS:

1.1 The complete original proposal must be submitted in a sealed package and received in accordance with the instructions detailed in the cover. All proposals shall be marked **Disaster and/or Storm Recovery Monitoring**. Proposers shall file all documents necessary to support their proposal and include them with their proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

1.2 Proposal Format: Proposals shall include the following information at a minimum:

- a) **Proposal Document** - This request for Proposal Document signed by a responsible party (Form A).
- b) **Description of Capabilities** - Detailed description of capabilities as requested.
- c) **Fee Schedule** - Fees per instructions in Section IV.
- d) **Debris Management Experience** - Relative information on Provider's response to a specific local disaster.
- e) **Firm Qualifications**- Description of vendor's staff, locations of staff, staff capabilities, and roles.
- f) **References** - References including municipal agencies and/or local businesses with contact names and description of the work.
- g) **Affidavit and Questionnaire** – Attached: Member Contact Information, BID Affidavit, Conflict of Interest Questionnaire, Blocked Persons Affirmation
- h) **Insurance** – Minimum Insurance qualifications listed below.
- i) **Financial Capability** – Financial Assurance, Bonding and Credit credentials as listed below.
- j) **NIMS Compliance** - Employee training and operations.

The Proposals must be typewritten and the original clearly marked and signed in blue ink. Legibility, clarity and completeness are important and essential. Proposals must include label tabs which identify the sections of the Proposal.

1.3 Copies: An original and three (3) copies of the proposal and supporting documents must be submitted in response to the RFP.

1.4 Addenda: Proposers will be notified in writing of any change in the specifications contained in this RFP. It is the sole responsibility of the **PROPOSER** to assure that they have received the entire Request for Proposal and any addenda.

1.5 Clarifications: No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on the City of Freeport. No employee of the City of Freeport, other than the person designated herein, is authorized to interpret any portion of this

RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

1.6 Accepting and Rejecting Proposals. The City of Freeport reserves the right to reject any and all proposals, to waive any and all formalities and to accept any proposal considered to be advantageous to the City. In the case of ambiguity or lack of clearness, the City reserves the right to construe a proposal in a manner most advantageous to the City, or to reject such proposal. The contract may be awarded either to the lowest responsible Proposer or to the Proposer that provides goods or services at the best value for the City.

1.7 Request for Additional Information: Prior to the final selection, proposers may be required to submit additional information or make oral presentations which the City may deem necessary to further evaluate the proposer's qualifications.

1.8 Denial of Reimbursement: The City of Freeport will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

1.9 Gratuity Prohibition: Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City of Freeport for the purpose of influencing consideration of this proposal.

1.10 Right of Withdrawal: A proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.

1.11 Right of Negotiation: The City of Freeport reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract.

1.12 Exceptions to the RFP: Proposers may find instances where they must take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City of Freeport and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

1.13 Indemnification: Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City of Freeport, its employees, and agents, from any liability of any nature or kind in regard to the delivery of these services.

1.14 Rights to Submitted Material: All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by proposers shall become the property of the City of Freeport when received. Any material that is to be considered as confidential in nature must be clearly marked as such and will be treated as confidential by the City to the extent allowable in the Open Records Act.

1.15 Basis of Award: Proposals will be evaluated according to the following criteria:

1. Company Experience on Similar Sized Projects – 10%
2. Staff Qualifications and Emergency Planning/Response Experience - 20 %
3. NIMS adoption and compliance in employee training and operations – 10 %
4. Project Understanding and Approach - 10 %
5. Management Systems/Reporting Systems/Training Manual – 20 %
6. Cost of Services Proposed - 30 %

1.16 Contacts: Proposers must submit proposals in accordance with the instructions contained in this RFP. Questions regarding this request for proposal should be directed to:

City of Freeport, Chris Motley; 979-233-2111 or email: cmotley@freeport.tx.us

1.17 Contract: The contract between the City of Freeport and the contractor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto, and (2) the proposal submitted by the contractor in response to the RFP, including any resultant negotiation. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern. However, the City of Freeport reserves the right to clarify any contractual relationship in writing with the concurrence of the proposer, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the service provider's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern.

1.18 Contract Term: The contract term shall begin upon award at City of Freeport Council approval and shall continue for three (3) years. Further, City of Freeport reserves the right to renew the contract for one additional two year period. Such renewal shall be subject to the terms and conditions herein contained and shall be effective only if evidenced in writing. Renewal shall be subject to approval by City of Freeport Council each period. Once renewal option is exhausted, the contract must be rebid. City of Freeport retains the right to reject any and all solicitations or to request new solicitations at any time if in the best interest of City of Freeport.

1.19 Termination of Contract: The City of Freeport may cancel the contract at any time for breach of contractual obligations by providing the provider with a written notice of such cancellation. Should the City of Freeport exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the provider.

1.20 Compliance with Laws: In connection with the furnishing of supplies or performance of work under the contract, the provider agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

1.21 Use of Local Resources As per the Robert T. Stafford Act and FEMA regulations, Proposer will be able to use his/her own subcontractor resources to meet the obligations of the contract. It is expected that the Awarded Contractor will utilize at least **30%** of local subcontractors from resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts, and employing workmen.

1.22 Response to Emergency Contractor must have representative within the city limits of Freeport within 24 hours after the eye of the storm has passed or other within 24 hours of any natural disaster where cleanup efforts are needed. Contractor must make contact with City of Freeport representative within 48 hours of expected impact of storm.

1.23 Independent Contractor. The parties intend that Proposer, in performing services under this contract, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. The Proposer shall be free to contract for similar services to be performed for other persons, firms or corporations and Proposer is not to be considered an agent or employee of the City of Freeport and is not entitled to participate in any employee benefits of the City of Freeport. Further, the City of Freeport 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 the City.

1.24 Place of Performance, Applicable Law and Venue. 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.

1.25 Waiver of Interest. The Proposer selected by the City of Freeport shall waive all rights to interest on retainage as called for in Section 2252(2), Government Code, and shall execute a waiver of these rights simultaneously with the execution of the contract.

1.26 Accepting and Rejecting Proposals. The City of Freeport reserves the right to reject any and all proposals, to waive any and all formalities and to accept any proposal considered to be advantageous to the City. In the case of ambiguity or lack of clearness, the City reserves the right to construe a proposal in a manner most advantageous to the City, or to reject such proposal. The contract may be awarded either to the lowest responsible Proposer or to the Proposer that provides goods or services at the best value for the City.

1.27 Warranty of Authority 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 such person has the authority to do so, and that this instrument is binding upon such partnership, corporation or other entity according to its terms.

Section 2: Financial Responsibilities & Capabilities

2.1 INSURANCE

The proposer receiving the award and all subcontractors will obtain or possess the following insurance coverage's, and will provide Certificates of Insurance to the City to verify such coverage.

1. Workers' Compensation - The vendor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City of Freeport and its agents, employees and officials.

2. Commercial General Liability - The vendor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000.00, per occurrence, with a \$2,000,000.00 aggregate.

3. Business Automobile Liability - The vendor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.

4. Professional Liability (Errors & Omissions) - The vendor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.

2.2 BONDING AND OBLIGATIONS

The Contractor shall provide a payment and performance bond seven to ten days following activation of contract. Payment and performance bonds, individually, must be submitted for contracts over \$100,000.

Section III – Scope of Work

3.0 PURPOSE:

The City of Freeport is soliciting sealed proposals to provide Disaster and/or Storm Recovery Monitoring services during a declared emergency activation. It is the objective of this process to select a provider prior to the actual event(s) to include Hurricane damages, tornado damages, ice storm damages, and other severe weather disasters.

3.1 SCOPE OF SERVICES: The City of Freeport requires disaster management, recovery, and consulting services to support the oversight and management of debris recovery contractors. Other services may include, but not limited to, facilitating communication with FEMA, the State of Texas and other State and Federal agencies.

3.2 DISASTER DEBRIS MONITORING SERVICES: The selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, drainage areas/canals, waterways, and other public, eligible, or designated areas. Specific services may include:

1. Coordinating daily briefings, work progress, staffing, and other key items with the City.
2. Selection and permitting of TDSRS (Temporary Debris Staging and Reduction Sites) locations and any other permitting/regulatory issues as necessary.
3. Scheduling work for all team members and contractors on a daily basis.
4. Hiring, scheduling, and managing field staff.
5. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.
6. Assisting the City with responding to public concerns and comments.
7. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
8. Entering load tickets into a database application.
9. Digitization of source documentation (such as load tickets).
10. Developing daily operational reports to keep the City informed of work progress.
11. Development of maps, GIS applications, etc. as necessary.
12. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the City for processing.
13. Completing project worksheets and other pertinent report preparation required for reimbursement by FEMA and any other applicable agency for disaster recovery efforts by City staff and designated debris removal contractors.

14. Assessment of disaster related damages and reconstruction services.
15. Creating a final report, appeal preparations and assistance related reporting.
16. Cost recovery of eligible funds currently not obligated or potentially de-obligated by appropriate funding agencies. Separate pricing structures for this service may be included in the Consultant's proposal.
17. Other disaster recovery services as requested by the City.

3.3 EMERGENCY MANAGEMENT PLANNING AND TRAINING If requested by the City, the Consultant shall provide:

1. Comprehensive emergency management plans (e.g. COOP, EOP) to include plan development; review, and revisions.
2. Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.
3. Development of a debris management plan – including identification of an adequate number of TDSRS locations. Staff training as necessary.
4. Procurement assistance for debris removal contractors and other services as requested.
5. Project management to include the formulation and management of permanent work projects and task force management.
6. Technical support and assistance in developing public information.
7. Other training and assistance as requested by the City.
8. Other reports and data as required by the City.
9. Other emergency management and consulting services identified and required by the City.

3.4 POST-DISASTER DAMAGE ASSESSMENT AND RECONSTRUCTION SERVICES: If requested, the Consultant shall provide post-disaster damage assessment and reconstruction services to include assessment, planning, engineering, and construction management services. Specific areas where services may be requested include City facilities, utility systems, transportation systems, and other sectors as required. The consultant will assist, if directed by the City, with document preparation of permanent work projects.

3.5 QUALIFICATIONS OF THE FIRM: The contractor selected for this project must be qualified to provide emergency management services.

A. Contractor shall provide a description and history of the firm focusing on previous governmental experience using following guidelines:

1. Recent experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.
2. Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
3. Recent experience managing disaster debris collection operations including, but not limited to: damage assessment, Right-of-Way debris removal programs, leaner / hanger removal programs, processing site monitoring, and FEMA reimbursement.
4. Provide at least five references for which the firm has performed services within the past two (2) years that are similar to the requirements in the Scope of Services. A minimum of three of the references shall be from government entities for debris monitoring experience involving a minimum of 1,000,000 cubic yards of debris. Please provide the reference contact name, address, e-mail address, telephone numbers, and date of the contract.

3.6 KEY STAFF: Proposer shall provide an organizational chart, resumes, and summary of staff qualifications. Key project staff (management staff including, but not limited to: project manager, collection and disposal operations managers, FEMA reimbursement specialist, etc.) must be full time employees of the proposing firm and have experience in the following:

- A. Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. The proposer must demonstrate experience managing debris monitoring for at least three government entities involving a minimum of 1,000,000 cubic yards of debris for each client. Recent debris monitoring from Hurricanes or natural disasters events is preferred.
- B. Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes. Proposer must demonstrate experience with project worksheet preparation, contractor procurements, hauler invoice reconciliation, and appeals/reimbursement support.

3.7 TECHNICAL APPROACH: The City of Freeport will require of the selected contractor an organized technical approach to the processes and procedures of disaster mitigation efforts. Proposers shall provide a description of their approach to the projects, to include startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing/invoices reporting procedures to FEMA and the City. Provide a copy of proposer's internal training program.

3.8 CONSULTANT COST: The City of Freeport will require a structured approach to the payment of the selected consultant. Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the hourly rates submitted on the cost proposal form for the labor positions listed. Reasonable

travel, per diem, and other direct project costs (e.g., load tickets, communications, equipment rental, etc.) will be billed to the City at cost **without** markup.

3.9 FINANCIAL ASSURANCE: PROPOSERS must submit the most current, unqualified, audited financial statement or SEC Form 10K for the proposing organization. Proposals submitted without the most current certified financial statement or SEC Form 10K shall be considered non-compliant with the RFP.

3.10 SAFETY: Proposer shall be solely responsible for maintaining safety at all work sites. PROPOSER shall take all reasonable steps to insure safety for both workers and visitors to the site(s) to include traffic control. Proposer will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

SECTION IV – PROPOSAL STATEMENTS I have read and understand the requirements of this proposal, Debris Monitoring and Recovery Services, and agree to provide the required services in accordance with this proposal and all attachments, exhibits etc. I agree to furnish the services as described in RFP except where specific exception has been taken. The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs (including communications, supplies, rental equipment, and other direct project expenses) will be billed to the City at cost without mark-up. **Travel, lodging and per diem will not be allowable charges to the city.**

Positions	Hourly Rates
Project Manager	\$ _____
Operations Managers	\$ _____
GIS Analyst	\$ _____
Field Supervisor	\$ _____
Debris Site Monitors	\$ _____
Load Ticket Data Entry Clerks	\$ _____
Project Assistants	\$ _____
Field Coordinators (crew Monitors)	\$ _____

OTHER REQUIRED POSITIONS: Proposer may include other positions, with hourly rates, as needed.

Positions	Hourly Rates
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

SUBMITTED BY:

PROPOSER: _____

SIGNED: _____

NAME (PRINT) _____

ADDRESS: _____

CITY/STATE: _____

TELEPHONE: (____) _____

FAX: (____) _____ EMAIL: _____

FORM A - OFFEROR IDENTIFICATION & AUTHORIZED SIGNATORY

Invitation No.:

(DO NOT handwrite this Form. Information must be typed in.) Invitation Title:

Offeror Company:

(Legal name of business which will appear on contract, if awarded)

Offeror Status:	Manufacturer	Dealer/Distributor	Other
Response Type(1):	Offeror Acting Alone	Joint Offering	
Contract Signatory(2):	Title:		
	<hr/>		
Mailing Address(3):	<hr/>		
	<hr/>		
Physical Address:	<hr/>		
	<hr/>		
Phone:	Fax:		
	<hr/>		
Email Address:	<hr/>		
	<hr/>		
Federal ID No.:	Web Page URL:		

(1) If Joint Offering, all parties must submit a signed Form A. A contract will be offered to each.

(2) Person who will sign final contract documents if an award is made.

(3) Address to which final contract documents would be sent for signature.

Member Contact Information

Contact Person(4):

Mailing Address:

Physical Address:

Toll Free Phone: Fax:

Email Address:

(4) Person who City of Freeport will contact for product information and to get pricing quotes.

The Signatory below, on behalf of Offeror:

-Acknowledges having thoroughly reviewed the Invitation;

-Attests to having the authority to sign this response and commit Offeror to honor all requirements;

-Makes, under penalty of perjury, all required Offeror Certifications as detailed in General Terms;

-Certifies that all information provided in this Response is true and correct.

Signature: _____ **Title:** _____

Printed Name: _____

Date: _____

BID AFFIDAVIT

All pages in offeror's PROPOSAL containing statements, letters, etc., shall be signed by a duly authorized officer of the company, whose signature is binding on the PROPOSAL.

The undersigned offers and agrees to furnish all of the items and/or services upon which prices are stated in the accompanying proposal. Further the undersigned certifies to having read and understands the terms of this invitation. The undersigned offers and agrees to furnish all of the items and/or services upon which prices are stated in the accompanying proposal. Further the undersigned certifies to having read and understood the terms of this invitation. The period of acceptance of this bid will be 90 calendar days from the date of the bid opening.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____ on this day personally appeared, who after being by me duly sworn, did depose and say:

"I, _____, am a duly authorized officer of/agent for _____ and have been duly authorized to execute the foregoing bid on behalf of the said company, agency or proprietorship hereby certify that the foregoing proposal has not been prepared in collusion with any other offeror or other persons engaged in the same line of business prior to the official receipt of this proposal. Further, I certify that the officer is not now, nor has ever been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/items offered, or to influence any person or persons to offer or not to offer thereon."

STATE RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the State of Texas. YES _____ NO _____

LOCAL RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the City of Freeport, State of Texas. YES _____ NO _____

NON-RESIDENT CERTIFICATION: Our principal place of business is _____
(City & State)

Name and Address of offeror:

Telephone Number _____

by: _____ Title: _____

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named,

_____ on this the _____ day of 20____
(name of Notary)

Notary Public in and for the State of _____

RETURN THIS PAGE PROPERLY EXECUTED WITH YOUR PROPOSAL

NOTICE TO ALL CITY VENDORS AND ALL POTENTIAL CITY VENDORS:

On May 23, 2005, the Texas Senate passed House Bill 914, adding Chapter 176 to the Local Government Code, and imposing new disclosure and reporting obligations on vendors and potential vendors to local governmental entities beginning on January 1, 2006. Failure to abide by these new statutory requirements can result in possible criminal penalties. The City of Freeport is requiring you to complete the attached Conflict of Interest Questionnaire (CIQ) Form, prepared by the Texas Ethics Commission, at the direction of the legislature and strongly recommends you become familiar with House Bill 914. The City of will not provide any further interpretation or information regarding these new requirements; however, you may contact the Texas Ethics Commission at www.ethics.state.tx.us or at 1-800-1325-8506.

Please remit the CIQ form with your bid. Thank you.

City of Freeport, Texas

BIDDER/OFFEROR'S SDNs/BLOCKED PERSONS AFFIRMATION

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1. Pursuant to 44CFR Part 13.35, the Bidder/Respondent, hereby affirms that Bidder/Respondent:

(Please check all that are applicable)

_____ Is not excluded from doing business at the federal level.

_____ Is not listed as Specially Designated Nationals (SDN)s/Blocked Persons (individuals and companies owned or controlled by or acting for or on behalf of targeted Countries; or individuals, groups and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific).

2. City of Freeport may not make procurement transactions with SDNs/Blocked Persons.

Bidder/Respondent Company Name _____

Bidder (Signature) _____ Date _____

Bidder (Print Name) _____ Date _____

Position with Company _____

Signature of Company Official

Authorizing the Bid/Offer _____ Date _____

Company Official

(Printed Name) _____

Official's Position _____

Corporate Vendors Shall Furnish the Following Information:

Where Incorporated _____ Charter Number _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

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

Yes No

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

Yes No

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

Yes No

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

4

Signature of person doing business with the governmental entity

Date

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

II.

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

III.

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

IV.

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

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

V.

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

Compensation Amounts

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

VI.

This Contract shall commence on **April 29, 2017** and continue in force and effect until **April 28, 2019**, and shall thereafter continue on a month to month basis, except that either party to this agreement may terminate this agreement by giving the other party thirty (30) days written notice of their desire and intention to terminate this agreement; and further provided that the Firm shall have an additional six (6) months to reduce to payment or judgment all tax litigation and bankruptcy claims filed prior to the date this agreement becomes terminated.

VII.

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

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

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

WITNESS the signatures of all parties hereto in duplicate originals this the _____ day of _____, 2017, Brazoria County, Texas.

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

Attorneys At Law

1235 North Loop West, Suite 600

Houston, Texas 77008

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

(713) 862-1429 Fax

By: _____

CITY OF FREEPORT

By: _____

Attest: _____

STATE OF TEXAS
COUNTY OF BRAZORIA

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

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

1. SERVICE PROVIDED BY FIRM:

Firm agrees to provide the following services to City:

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

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

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

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

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

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

3. REMUNERATION

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

4. TERM OF CONTRACT

This contract shall be effective beginning the 1st day of June 2017, and shall continue for a two (2) year term ending on the 1st day of June 2019 and continue on a month to month basis thereafter until terminated. Either party may terminate this contract upon sixty (60) days written notice to the other party or at the address provided below.

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

5. RECITALS

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

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

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

SIGNED the _____ day of _____, 2017, pursuant to City Council approval on _____, 2017.

ATTEST

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

CITY CLERK

City Manager

APPROVED:

CITY ATTORNEY

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

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

Property Management
MEMO

Jeff Pynes
City Manager

Jan. 5, 2017

Re: Block 37, Lot 24, Velasco Townsite
601 South Ave. H.
Tax Id. 8110-0418-000

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

Discuss and consider selling the City's interest in Block 37, Lot 24, Velasco Townsite, known as 601 South Ave. H, Tax Id 8110-0418-000.

Ms. Dianne Hunter-Herron, 5413 Rio Ramos, Rosharon Texas 77583 has made an offer of \$700.00 for this property .

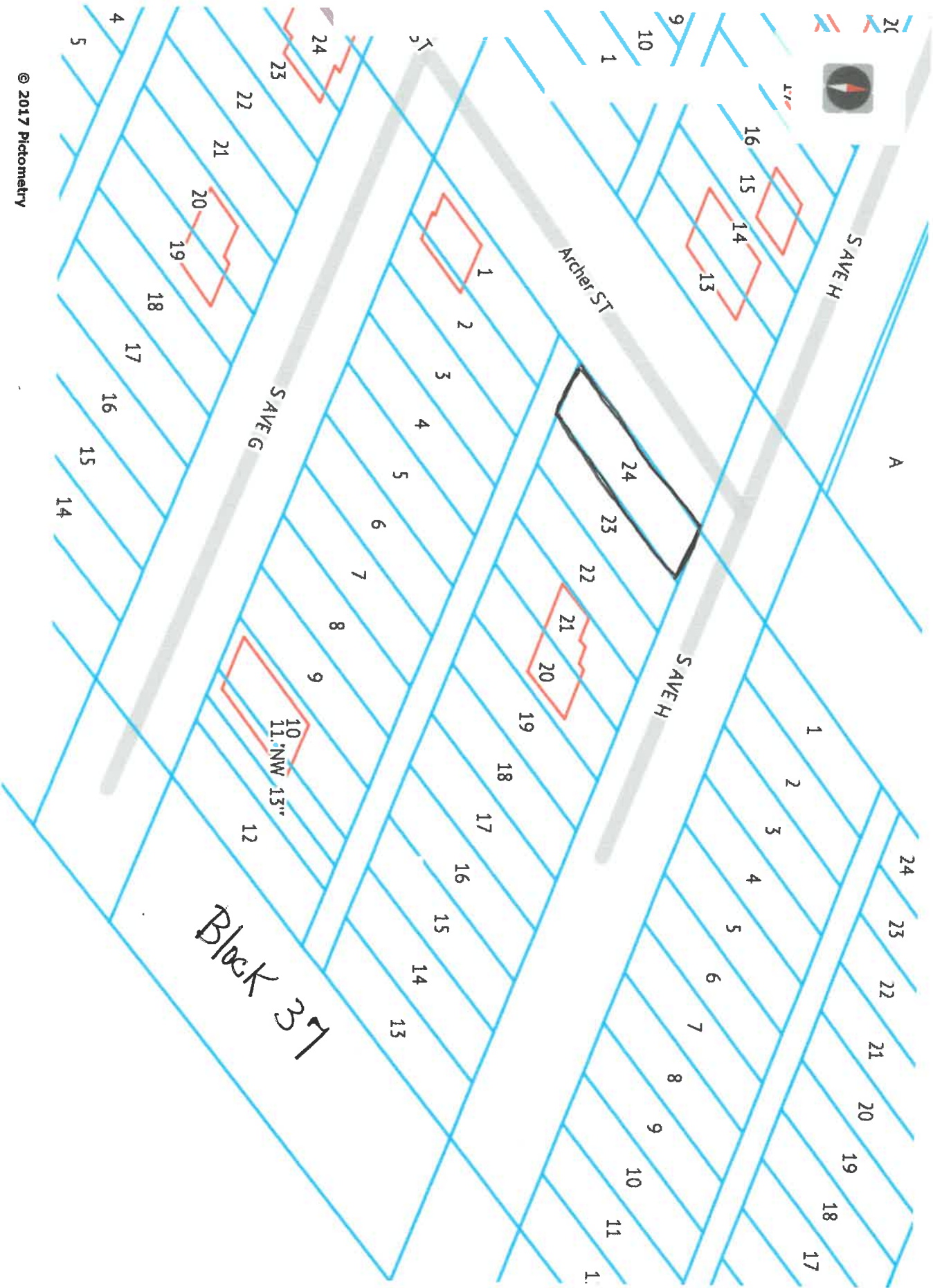
Find attached the following documentation:

- 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 Management

Attachments (4)

CONNECT EXPLORER



© 2017 Pictometry

P370

CONNECT EXPLORER



BID ANALYSIS

Cause Number:	66625	Account Number:	8110-0418-000
Offer Amount:	\$700.00	Value \$:	\$1,520.00
Person Offering:	DIANNE HUNTER-HERRON	Adjudged Value\$:	\$1,520.00

Judgement Information

Taxing Entity	Tax Years	Amount Due
BC	1991-2011	\$128.99
BCED	1991-2011	\$0.00
Brazosport ISD	1991-2011	\$421.47
BRHND	1991-2011	\$20.00
Brazosport College	1991-2011	\$43.32
Velasco Drainage	1991-2011	\$26.68
Road Dist 34	1991-2011	\$0.00
City of Freeport	1991-2011	\$230.52
Total		\$870.98

Costs

Court Costs		Sheriff Fees	\$41.47
Publication Fees		Research Fees	
Ad Litem		Recording fee's	
Liens	\$4,262.60	Certified Mail	
Cost of Deed		Deed file date	
Total			\$4,304.07

Post Judgement Information

Taxing Entity	Tax Year's	
BC	2012-2013	\$22.64
BCED	2012-2013	\$0.00
Brazosport ISD	2012-2013	\$58.37
BRHND	2012-2013	\$2.27
Brazosport College	2012-2013	\$12.17
Velasco Drainage	2012-2013	\$4.50
Road Dist 34	2012-2013	\$0.00
City of Freeport	2012-2013	\$32.06
Post Judgment Total		\$132.01

Proposed Distribution

Offer Amount	\$700.00	Costs	\$4,304.07
Net to Distribute \$			-\$3,604.07

BC	14.81%	\$0.00
BCED	0.00%	\$0.00
Brazosport ISD	48.39%	\$0.00
BRHND	2.30%	\$0.00
Brazosport College	4.97%	\$0.00
Velasco Drainage	3.06%	\$0.00
Road Dist 34	0.00%	\$0.00
City of Freeport	26.47%	\$0.00

**RECEIVED
JAN - 4 2017
PROPERTY MGMT**

PROPERTY MANAGEMENT

MEMO

County Resale Meeting of December 27, 2016

Bid Analysis : Lot 24, Block 37
Velasco Townsite
Tax ID 8110-0418-000

Address (Situs) : 601 South Avenue H
Velasco Townsite

Previous owner : George L Spinning

Sheriff deed filed : August 30, 2013

In trust to : City of Freepot

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

Offer : \$ 700.00 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

PROPERTY MANAGEMENT

MEMO

May 5, 2015

Jeff Pynes

re: Lots 15, 18, 19, Block 809, Velasco
Tax ID 8110-4177-000
North Ave P - ROW not open

Please place the following item on the May 16, 2016, Council agenda:

Discuss /consider the sale of City interest in lots 15, 18, 19,
Block 809, Velasco Townsite.

This property is in trust to the City of Freeport.

Attached are the following documents regarding this property:

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


N C Hickey
Property

attach

Approved for 5-16-2016 agenda:

J Pynes

Trust property sale-agenda item

Tax Resale Property Information

RESALE MEETING OF:

April 26, 2016

Legal Description: VELASCO (FREEPORT), BLOCK 809, LOT 15-18-19
ACRES .2152

Physical Address: N AVE P

Account Number: 8110-4177-000

In Trust To: CITY OF FREEPORT

Adjudged Value: \$700.00

Minimum Bid at Sale: \$700.00

Offer: \$700.00

Offer made by: LAMAR JORDAN

Sheriff's Deed Filed: 8/30/2013

Redemption Expiration: 3/1/2014

Post Judgment Taxes: \$57.72

Post Judgment Years: 2012-2013

City weed/demo liens: UNKNOWN

Land Value: (Current) \$700.00

Improvement Value:(Current) \$0.00

Previous Owner: GEORGE L. SPINING

Precinct: 1

School District: BRAZOSPORT ISD

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

Notes: PBFCM representative present

BID ANALYSIS

Cause Number:	66625	Account Number:	8110-4177-000
Offer Amount:	\$700.00	Value \$:	\$700.00
Person Offering:	LAMAR JORDAN	Adjudged Value\$:	\$700.00

Judgement Information

Taxing Entity	Tax Years	Amount Due
BC	2002-2011	\$43.70
BCED	2002-2011	\$0.00
Brazosport ISD	2002-2011	\$137.01
BRHND	2002-2011	\$6.08
Brazosport College	2002-2011	\$15.70
Velasco Drainage	2002-2011	\$8.65
City of Freeport	2002-2011	\$73.81
Total		\$284.95

Costs

Court Costs		Sheriff Fees	\$12.03
Publication Fees		Research Fees	
Ad Litem		Recording fee's	
Liens		Certified Mail	
Cost of Deed		Deed file date	
Total			\$12.03

Post Judgement Information

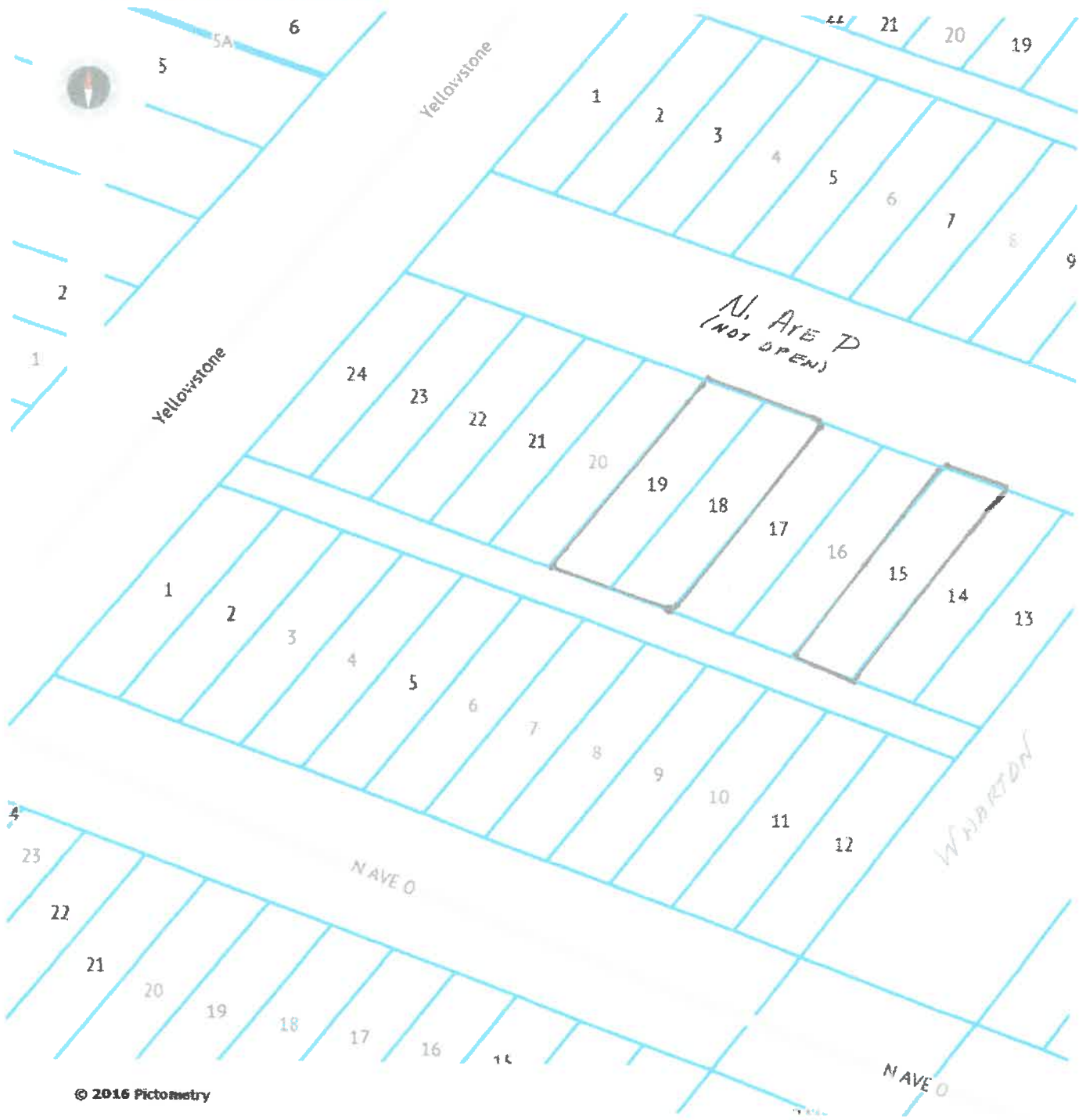
Taxing Entity	Tax Year's	
BC	2012-2013	\$9.91
BCED	2012-2013	\$0.00
Brazosport ISD	2012-2013	\$25.51
BRHND	2012-2013	\$0.99
Brazosport College	2012-2013	\$5.34
Velasco Drainage	2012-2013	\$1.97
City of Freeport	2012-2013	\$14.00
Post Judgment Total		\$57.72

Proposed Distribution

Offer Amount	\$700.00	Costs	\$12.03
Net to Distribute \$			\$687.97

BC	15.34%	\$105.51
BCED	0.00%	\$0.00
Brazosport ISD	48.08%	\$330.79
BRHND	2.13%	\$14.68
Brazosport College	5.51%	\$37.91
Velasco Drainage	3.04%	\$20.88
City of Freeport	25.90%	\$178.20

CONNECT EXPLORER



© 2016 Pictometry

map: Auto 02/02/2015 Select Date image 1 of 10

CONNECTEXPLORER



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

PROPERTY MANAGEMENT

MEMO

January 13, 2017

Jeff Pynes
City Manager

re: Wharton Street Closure - Velasco Townsite
Between North Ave R & S, and
Blocks 787 and 812
Adjacent to lot 13, 1801 N Ave S


Ms Lucy Ware, real estate agent with TDECU Real Estate, has inquired regarding the closure of the above referenced street right of way at the request of the adjoining property owner of lot 13, block 812 as noted on the above exhibits.

You will note on Exhibit A, Wharton Street north of Avenue S has been closed and developed and Wharton Street south of Avenue R has been partially closed and designated lot 24A.

Find attached the following documents regarding this right of way closure request:

- a. Location plat shown location of requested right of way, requested to be closed, designated as lot 13A, shown on Exhibit A.

Should we proceed with contacting adjacent property owners, lots 1 and 24, block 787 and the adjacent property owner of lot 12, block 812, as to whether or not they would be interested in acquiring the right of way adjacent to their property ?


Nat
Proprty

[] Yes, proceed with inquiries. [] No, not at this time. _____, _____ 2017

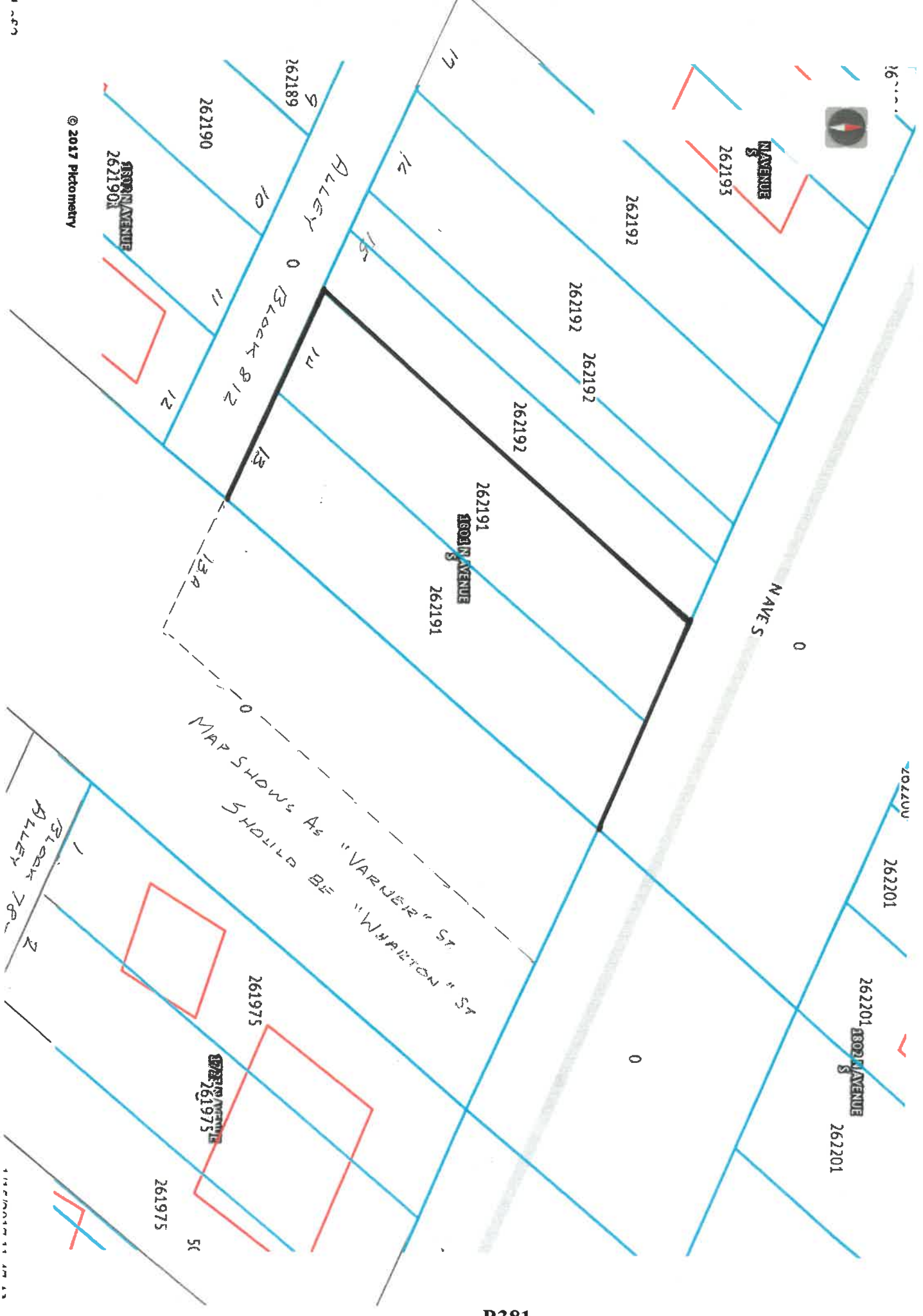
attach.

CONNECTEXPLORER



Ex A

CONNECTEXPLORER



MAP SHOWS AS "VARNER" ST
 SHOULD BE "WALTON" ST

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS; CONTAINING A PREAMBLE; AMENDING ORDINANCE NO. 2017-2129 OF SAID CITY, WHICH CALLED THE ANNUAL GENERAL ELECTION FOR THE CITY OF FREEPORT FOR THE SECOND SATURDAY IN MAY, 2017, 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; AMENDING THE PROVISIONS OF SAID ORDINANCE DESIGNATING POLLING PLACES FOR THE DAY OF SAID ELECTION AND AMENDING THE PROVISIONS OF SAID ORDINANCE DESIGNATING POLLING PLACES FOR EARLY VOTING; PROVIDING FOR RATIFICATION AND CONFIRMATION BY THE MAYOR OF SAID CITY OF THE ACTION TAKEN BY THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, on the 6th day of February, 2017, the Mayor and City Council of the City of Freeport, Texas, ordered and ordained, respectively, that a general election be held on the second Saturday in May, 2017, being May 6, 2017, throughout said City for Positions B and D on the City Council of said City and for Mayor, as more fully appears in Ordinance No. 2017-2129 of said City; and,

WHEREAS, the City Council of the City of Freeport, Texas, desires to amend the provisions of said ordinance with respect to the polling places at which electors may vote on election day and for early voting.

NOW, THEREFORE, THE MAYOR AND CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, HEREBY ORDER AND ORDAIN, RESPECTIVELY:

First, Section Two of said Ordinance No. 2017-2129, is hereby amended to read as follows:

"SECTION TWO--Municipal Polling Places

As provided in the Joint Election Agreement and Contract for Election Services between the City and the County Clerk of Brazoria County, Texas, which is incorporated herein by reference, for the purpose of the election called by this ordinance, there shall be one (1) municipal polling place, located within the City of Freeport at the Freeport Library, 410 Brazosport Blvd., Freeport, Brazoria County, Texas, where all voters residing with the City shall vote, including those residing in Brazoria County Election Precinct 8, on election day. On that day, voting will also be permitted at the following Vote Center Polling Places:

- | | |
|--------------------------|-----------------------------|
| East Annex (Old Walmart) | 1524 E Mulberry, Angleton |
| San Jacinto Room | 512 E Brazos, West Columbia |
| Nolan Ryan Center | 2925 South Bypass 35, Alvin |
| Brazoria Library | 620 S Brooks, Brazoria |
| Liverpool City Hall | 8901 CR 171, Liverpool |
| Oyster Creek City Hall | 3210 FM 523, Oyster Creek |

Bonney Annex Building	19025 FM 521, Bonney
Drainage District #4 Building	4807 W Broadway, Pearland
Sweeny Community Center	205 W Ashley-Wilson Rd, Sweeny
Danbury Community Center	6115 5 th St, Danbury
Clute City Hall	108 E. Main, Clute
Jones Creek Comm House	7207 Stephen F. Austin Rd., Jones Creek
Lake Jackson Civic Center	333 Hwy 332 East, Lake Jackson
Richwood City Hall	1800 N Brazosport Blvd, Richwood
Hillcrest Village Municipal Building	200 W Timberlane, Alvin
Public Safety Building	2555 Cullen Blvd, Pearland
Mims Community Center	4283 FM 521, Brazoria
Pearland Recreation Center	4141 Bailey Rd, Pearland
Surfside Beach City Hall	1304 Monument Dr, Surfside Beach
Alvin Library	105 S Gordon, Alvin
North Annex	7313 Corporate Dr, Manvel
Silverlake Recreation Center	2715 Southwyck Pkwy, Pearland
Tom Reid Library	3522 Liberty Dr, Pearland
Columbia Lakes Conference Center	188 Freeman Blvd, West Columbia
West Annex	451 N Velasco, Angleton
Shadycrest Baptist Church	3017 Yost Blvd, Pearland
Pearland Westside Library	2803 Business Center Dr #101, Pearland

Second, Section Six of said Ordinance No. 2017-2129, is hereby amended to read as follows:

"SECTION SIX--Early Voting.

Early voting shall begin on April 24, 2017, and end on May 2, 2017, such early voting to be conducted by the County Clerk of Brazoria County, Texas, at the following locations between the hours of 8:00 a.m. and 5:00 p.m., Monday April 24, 2017, through Friday, April 28, 2017, and between the hours of 7:00 a.m. through 7:00 p.m. on Saturday, April 29, Monday, May 1, and Tuesday, May 2, 2017:

East Annex (Old Walmart)	1524 E Mulberry, Angleton
Nolan Ryan Center	2925 South Bypass 35, Alvin
Brazoria Library	620 S Brooks, Brazoria
Freeport Library	410 Brazosport Blvd., Freeport
Lake Jackson Library	250 Circle Way, Lake Jackson

Courthouse North Annex	7313 Corporate Dr, Manvel
Tom Reid Library	3522 Liberty Dr, Pearland
Public Safety Building	2555 Cullen Blvd, Pearland
Pearland Westside Library	2803 Business Center Dr #101, Pearland
Sweeny Community Center	205 W. Ashley Wilson Rd., Sweeny
San Jacinto Room	512 E Brazos, West Columbia

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

Fourth, by signing this ordinance, the undersigned Mayor of the City hereby ratifies and confirms as his action all matters hereinabove recited which by law come within his jurisdiction.

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

READ, PASSED AND ADOPTED this ____ day of _____, 2017.

 Norma Moreno Garcia, Mayor
 City of Freeport, Texas

ATTEST:

 Delia Munoz, City Clerk
 City of Freeport, Texas

APPROVED AS TO FORM ONLY:

 Wallace Shaw, City Attorney
 City of Freeport, Texas

C:\Freeport.Elc\2017 Electn Ord-Amn

NOTICE OF ELECTION FOR MAYOR AND COUNCIL POSITIONS B AND D

TO: ALL PERSONS ENTITLED TO VOTE UNDER THE PROVISIONS OF CHAPTER 11 OF TITLE 2 OF THE TEXAS ELECTION CODE WHO ARE RESIDENTS OF THE CITY OF FREEPORT, TEXAS, AND ARE DULY REGISTERED TO VOTE IN THE PRECINCT WHERE AND ON THE DAY ON WHICH THEY VOTE, GREETINGS:

I.

You will take notice that an annual general election will be held in the City of Freeport, Texas, on the first Saturday in May, 2017, being May 6, 2017, between the hours of 7:00 a.m. and 7:00 p.m. for the purpose of electing, for a two year term, a mayor, now held by NORMA MORENO GARCIA, and in Wards B and D, for the purpose of electing, for a term of two years each, persons to the following named offices of the City of Freeport, Texas, to-wit:

Council Position B, now held by FRED BOLTON, and

Council Position D, now held by SANDRA BARBREE

II.

As provided in the Joint Election Agreement and Contract for Election Services between the City and the County Clerk of Brazoria County, Texas, there shall be one (1) municipal polling place for said election, within the City of Freeport located at the Freeport Library, located at 410 Brazosport Boulevard, Freeport, Texas, where all voters residing with the City, including those residing in Brazoria county election precinct 8, shall vote on election day. On the day of such election, voters may also vote in any of the following voting centers in Brazoria County, Texas:

East Annex (Old Walmart)	1524 E Mulberry, Angleton
San Jacinto Room	512 E Brazos, West Columbia
Nolan Ryan Center	2925 South Bypass 35, Alvin
Brazoria Library	620 S Brooks, Brazoria
Liverpool City Hall	8901 CR 171, Liverpool

Oyster Creek City Hall	3210 FM 523, Oyster Creek
Bonney Annex Building	19025 FM 521, Bonney
Drainage District #4 Building	4807 W Broadway, Pearland
Sweeny Community Center	205 W Ashley-Wilson Rd, Sweeny
Danbury Community Center	6115 5 th St, Danbury
Clute City Hall	108 E. Main, Clute
Jones Creek Comm House	7207 Stephen F. Austin Rd., Jones Creek
Lake Jackson Civic Center	333 Hwy 332 East, Lake Jackson
Richwood City Hall	1800 N Brazosport Blvd, Richwood
Hillcrest Village Municipal Building	200 W Timberlane, Alvin
Public Safety Building	2555 Cullen Blvd, Pearland
Mims Community Center	4283 FM 521, Brazoria
Pearland Recreation Center	4141 Bailey Rd, Pearland
Surfside Beach City Hall	1304 Monument Dr, Surfside Beach
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Silverlake Recreation Center	2715 Southwyck Pkwy, Pearland
Tom Reid Library	3522 Liberty Dr, Pearland
Columbia Lakes Conference Center	188 Freeman Blvd, West Columbia
West Annex	451 N Velasco, Angleton
Shadycrest Baptist Church	3017 Yost Blvd, Pearland
Pearland Westside Library	2803 Business Center Dr #101, Pearland

III.

Early voting shall begin on April 24, 2017, and end on May 2, 2017, such early voting to be conducted by the County Clerk of Brazoria County, Texas, between the hours of 8:00 a.m. and 5:00 p.m. at the following locations, from Monday, April 24, 2017, through Friday, April 28, 2017, and between the hours of 7:00 a.m. through 7:00 p.m. on Saturday, April 29, Monday, May 1, and Tuesday, May 2, 2017, at such locations, to-wit:

East Annex (Old Walmart)	1524 E Mulberry, Angleton
Nolan Ryan Center	2925 South Bypass 35, Alvin
Brazoria Library	620 S Brooks, Brazoria
Freeport Library	410 Brazosport Blvd., Freeport
Lake Jackson Library	250 Circle Way, Lake Jackson
Courthouse North Annex	7313 Corporate Dr, Manvel
Tom Reid Library	3522 Liberty Dr, Pearland
Public Safety Building	2555 Cullen Blvd, Pearland
Pearland Westside Library	2803 Business Center Dr #101, Pearland
Sweeny Community Center	205 W. Ashley Wilson Rd., Sweeny
San Jacinto Room	512 E Brazos, West Columbia

WITNESS MY OFFICIAL SIGNATURE HEREUNTO AFFIXED this ____ day of _____, 2017

 Norma Moreno Garcia, Mayor,
 City of Freeport, Texas

ATTEST:

 Delia Muñoz, City Secretary,
 City of Freeport, Texas

MAYOR'S RETURN

I certify that on the ____ day of _____, 2017, I posted a true and correct copy of the foregoing "Notice of Election", on the bulletin board located at the Freeport City Hall used for posting notices of meetings of the City Council, such day being more than twenty-one (21) days prior to said election.

Norma Moreno Garcia, Mayor,
City of Freeport, Texas

CITY SECRETARY'S RETURN

I hereby certify that I caused a copy the above and foregoing "Notice of Election" to be published in the Brazosport Facts, heretofore designated as the official newspaper of the City of Freeport, Texas, it being a newspaper published in the adjoining City of Clute, in Brazoria County, Texas, which meets all of the criteria set forth in Section 2051.044 of the Government Code. I requested that, such publication be one (1) time, not less than ten (10) days nor more than thirty (30) days before the date hereinabove fixed for the holding of said election.

WITNESS my official signature and the seal of said City hereunto affixed this ____ day of _____, 2017.

Delia Muñoz, City Secretary
City of Freeport, Texas

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; VACATING, ABANDONING AND CLOSING A PORTION OF WEST BRAZOS BOULEVARD, THEREIN DESCRIBED, A DEDICATED STREET IN THE FREEPORT TOWNSITE, WITHIN SAID CITY, IN BRAZORIA COUNTY, TEXAS; AUTHORIZING, AT THE EXPENSE OF THE APPLICANT THEREIN NAMED, THE RELOCATION TO A LOCATION TO BE DESIGNATED BY THE CITY MANAGER OF SAID CITY, ALL EXISTING ABOVE GROUND UTILITY LINES, CABLES AND POLES, TOGETHER WITH ALL NECESSARY EASEMENTS FOR MAINTAINING AND UTILIZING SUCH RELOCATED EXISTING UTILITY LINES, CABLES AND POLES; RESERVING ALL EXISTING BELOW GROUND UTILITY MAINS, TOGETHER WITH ALL NECESSARY EASEMENTS FOR CONSTRUCTING, MAINTAINING AND UTILIZING SUCH EXISTING BELOW GROUND UTILITY MAINS WITHIN SUCH PORTION OF SAID STREET THEREBY VACATED, ABANDONED AND CLOSED WHICH ARE PRESENTLY IN USE OR THAT MAY BE REQUIRED IN THE FUTURE IN THE SOLE DISCRETION OF THE CITY MANAGER; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS WHICH MAY BE NECESSARY TO ACCOMPLISH THE RELOCATIONS AND RESERVATIONS INCLUDED IN SUCH ORDINANCE; FINDING THAT THE VACATING, ABANDONING AND CLOSING OF SUCH PORTION OF SUCH PUBLIC STREET, WITH THE ABOVE MENTIONSED RESERVATIONS, IS IN THE PUBLIC INTEREST AND THAT IT WILL BENEFIT THE PUBLIC; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, West Brazos Boulevard is shown as a dedicated public street on the map or plat of the Freeport Townsite, according to the map or plat of said townsite recorded Volume 2, page 95 of the Plat Records of Brazoria County, Texas; and,

WHEREAS, GARDNER L. CAMPBELL, hereinafter "the Applicant," is the sole owner of all property abutting upon the hereinafter described portion of West Brazos Boulevard, except for Lots 1 and 5, Block 81 of the Freeport Townsite, and he has requested the vacating, abandoning and closing of the such portion and has presented letters from the owners or representatives of the owners of those lots consenting to the vacating, abandoning and closing of such portion and, therefore, there are no person who are entitled to maintain an injunction against or obtain damages for the vacating, abandoning or closing of such portion under Section 65.015 of the Civil Practice & Remedies Code; and,

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

WHEREAS, Sections 311.002(a)(2) and 311.008 of the Transportation Code and Sections 2.01 and 2.03 and Item (p) of Section 3.07 of the Home Rule Charter of the City of Freeport authorize the City Council thereof to adopt the provisions of this Ordinance; and,

WHEREAS, the vacating, abandoning and closing of such portion of said street would not deny access to a public street from any other property within the City of Freeport adjoining such portion; and,

WHEREAS, the vacating, abandoning and closing of such portion of said street, with the reservations hereinafter made, would be in the public interest of and would benefit the public by allowing the improvement of the adjoining property in a manner that would increase the value of such adjoining property on the tax roll of the City and eliminate the obligation of the City to maintain the same.

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

First, the City Council of the City of Freeport, Texas, finds and declares that the findings of fact and conclusions of law set forth in the preamble to this ordinance are true and correct.

Second, the following described portion of West Brazos Boulevard, a dedicated public street within the Freeport Townsite of the City of Freeport, in Brazoria County, Texas, is hereby declared to be vacated, abandoned and closed as a public right-of-way, to-wit:

SEE LEGAL DESCRIPTION AND PLAT ATTACHED HERETO
AS EXHIBITS "A" AND "B", RESPECTIVELY.

and, at the expense of the Applicant, the City Council hereby authorizes the relocation to a location to be designated by the City Manager of the City, after consultation with the appropriate officials of any affected utility company, all existing above ground utility lines, cables and poles. Provided, however, the City Council hereby reserves all existing below ground utility mains located in the above designated portion of such street, together with all necessary easements for constructing, maintaining and utilizing such existing below ground utility mains within such portion of said street which are presently within such portion of said street or that may in the opinion of the City Manager be required in the future. Provided further, with the consent of the City Manager and the appropriate official of all affected utility companies, any easement reserved herein may be released by the Mayor, if all lines, cables, poles and mains are relocated to another duly established easement, acceptable to the City Manager and at the expense of the Applicant.

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

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

READ, PASSED AND ADOPTED this ____ day of _____, 2017.

Norma Moreno Garcia, Mayor,
City of Freeport, Texas

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

APPROVED AS TO FORM ONLY:

Wallace Shaw, City Attorney
City of Freeport, Texas

C:\Freeport\WBrazosBlvd-AbandSt-Ord



Doyle & Wachtstetter, Inc
Surveying and Mapping • GPS/GIS

**0.477 ACRE TRACT
S.F. AUSTIN LABOR, ABSTRACT 31
BRAZORIA COUNTY, TEXAS
PAGE 1 OF 1**

ALL THAT CERTAIN 0.477 ACRES of land being the road closure out of Brazos Boulevard being located in Freeport Townsite as recorded in Volume 2, Page 95 of the Plat Records of Brazoria County, Texas and situated in the S. F. Austin Labor, Abstract 31, Brazoria County, Texas, and more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone, NAD 27 in which the directions are Lambert grid bearings and the distances are horizontal surface level lengths as follows:

BEGINNING at a found 1/2" iron rod marking the Northeast corner of Lot 5, Block 81 of Freeport Townsite as recorded in Volume 2, Page 95 of the Plat Records of Brazoria County, Texas and said corner also being located in the South right-of-way line of Brazos Boulevard (Width varies);

THENCE South 77°53'23" West, coincident with the South right-of-way line Brazos Boulevard, a distance of 111.38 feet to a 3/4" iron rod found for the Northwest corner of Lot 4, Block 81 of said Freeport Townsite, same being the Northeast corner of Lot 3, Block 81 for corner;

THENCE South 78°21'59" West, coincident and continuing with the South right-of-way line of said Brazos Boulevard, a distance of 111.68 feet to a 1/2" iron rod found for the Northwest corner of the East 1/2 of Lot 2, Block 81, same being the Northeast corner of West 1/2 of Lot 2, Block 81 for corner;

THENCE South 78°08'47" West, coincident and continuing with the South right-of-way line of said Brazos Boulevard, a distance of 220.80 feet to 1/2" iron rod found at for the Northwest corner of Lot 1, Block 81, same being the Northwest corner of said Block 81;

THENCE North 11°51'20" West, crossing Brazos Boulevard, a distance of 48.65 feet to a 1/2" iron rod found in the North right-of-way line of said Brazos Boulevard, also being located in the South line of that Tract conveyed to the Brazos River Harbor Navigation District as recorded in volume 1663, Page 22 of the Deed Records of Brazoria County, Texas;

THENCE North 79°25'08" East, coincident with the South line of said Tract conveyed to the Brazos River Harbor Navigation District, at 47.80 feet pass a 1/2" iron rod found for the Southeast corner of said the Brazos River Harbor Navigation District Tract, same being the Southwest corner of a called 1.08 acre Tract conveyed to Freeport Economic Development Corporation as described in Clerk's File Number 15-042771 of Brazoria County, Texas Official Records and continue along the South line of said Freeport Economic Development Corporation Tract for a total distance of 266.11 feet to a 1/2" iron rod found for corner;

THENCE North 76°40'06" East, coincident and continuing with the South line of said Freeport Economic Development Corporation Tract, same being the North right-of-way line of said Brazos Boulevard, a distance of 201.83 feet to 1/2" iron rod found at for the Northeast corner of herein described 0.477 acre Tract;

THENCE South 14°44'10" West, along the Easterly line of herein described Tract, a distance of 53.60 feet to the **POINT OF BEGINNING**, containing 0.477 acre of land, more or less.

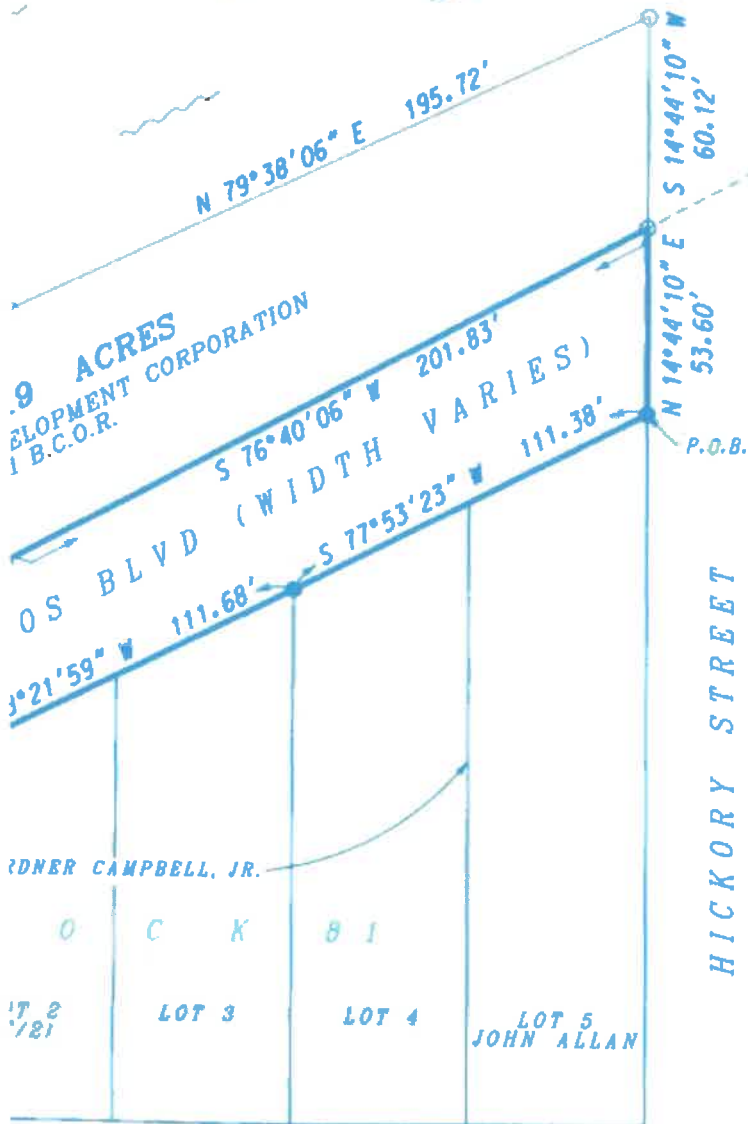

Terry Singletary
Registered Professional Land Surveyor
Texas Registered Number 4808
March 09, 2017



This description is based on a survey, a plat of which, dated March 09, 2017 is on file in the office of Doyle & Wachtstetter, Inc.

131 Commerce Street • Clute, Texas 77531-5601
Phone: 979-265-3622 • Fax: 979-265-9940 • Email: DW-Surveyor.com

STEPHEN F. AUSTIN LABOR
ABSTRACT 31



ST STREET

SURVEY PLAT
OF
ROAD (0.477 ACRES)
OF
FREEPORT TOWNSITE
RECORDED IN
VOLUME 2, PAGE 95
OF THE
BRAZORIA COUNTY PLAT RECORDS
IN THE
STEPHEN F. AUSTIN LABOR
ABSTRACT 31
CITY OF FREEPORT
BRAZORIA COUNTY, TEXAS
FOR
GARDNER L. CAMPBELL
BRAZOS BOULEVARD

LEGEND

FOUND PIPE/IRON ROD
SET X SCRIBED IN CONCRETE

Doyle & Wachtstetter, Inc.
Surveying and Mapping GPS/GIS
131 COMMERCE STREET, CLUTE, TEXAS 77531
OFFICE: 979.265.3622 FAX: 979.265.9940 FIRM NO.: 10024500

SURVEYED:	05-09-17	BOOK:	FREEPORT VOL. 9	PROJ. NO.:	1006-17-02
DRAWN BY:	TR5/3-10-17	CHECKED:	TR5/3-10-17	REVISED:	NONE

6

SIGN IN SHEET
CITY COUNCIL MEETING April 3, 2017

Name

Address

Name	Address
Manning Rollerson	126 West #1
Lamar Jordan	P.O. Box 1650 - Lake Jackson
Juanita Hudgins	1619 W2 Freepart
Johnny Kouches	424 S Front Freepart
Maria Kouches	" " "
BJB CHALE	133 SNA DPTL
Margaret Dixon	1619 W2 Freepart
Bill Garcia	2221 Yelms St
ANETTE SANDERS	510 W. BEAD To Pt, TX
Sam Reyna	2002 N. Ave. G
Levy Gots	314 Mustang Harbor
Melanie Oldham	922 W. 5th
Chris Potter	131 East Fourth St
Douglas Dominguez	1214 W 5th
Keith Stumbough	518 W 4th St Freepart
Margaret McAllan	1330 11th St, Freepart
Todd Bawigo	203 S. Front St
KITTA MORGAN	3115 Autumn Dr On Acme TX 77584

City of Freeport City Council
Attending Citizens Comments Registration Form

We welcome your comments; please keep your comments brief and professional
Each pre-registered guest has up to 4 minutes per council meeting to speak
See reverse side for rules and procedures

Date: 4/3/17
Name: Johnny Kouche Address: 424 Strand St.
Home Phone/Cell Phone: 978-260-8918 Email: maria_m_k2008@yahoo.com
Organization: _____

Would you like to speak during the City Council Meeting? (Circle one) Y N

(Speaking guests and/or citizens will be called upon at the appropriate time to speak)

You can register your opinion or comments on a specific agenda item if you don't want to personally speak during the form council meeting by completing the below information. These acknowledgements will be delivered to the presiding officer of the meeting for consideration at the appropriate time during the meeting.

Council Agenda Item: # 18 for / against Brief written statement: We have previously tried to bid on this and have not been allowed to.

Council Agenda Item: # _____ for / against Brief written statement: _____

Council Agenda Item: # _____ for / against Brief written statement: _____

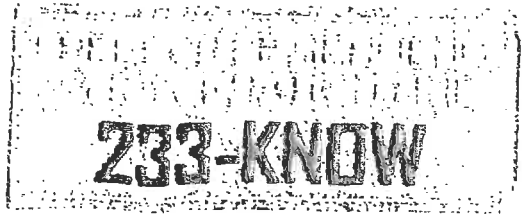
Council Agenda Item: # _____ for / against Brief written statement: _____

Council Agenda Item: # _____ for / against Brief written statement: _____

Other general written comments:

Completed forms must be returned to the City Secretary before the meeting is called to order to be considered.

Thank you for your concern and participation in our municipal government



City of Freeport City Council
Attending Citizens Comments Registration Form

We welcome your comments; please keep your comments brief and professional
Each pre-registered guest has up to 4 minutes per council meeting to speak
See reverse side for rules and procedures

Date: 04/3/2019
Name: Manning Rellison Address: _____
Home Phone/Cell Phone: 919-201-9089 Email: Manning.Rellison@Gmail.com
Organization: _____

Would you like to speak during the City Council Meeting? (Circle one) **Y** / N
I would like to know what will happen to my open ~~road~~ road
QUIST, ADAPT, I would like to know about Grady - why he left 17th.
(Speaking guests and/or citizens will be called upon at the appropriate time to speak)

You can register your opinion or comments on a specific agenda item if you don't want to personally speak during the formal council meeting by completing the below information. These acknowledgements will be delivered to the presiding officer of the meeting for consideration at the appropriate time during the meeting.

Council Agenda Item: # _____ for / against Brief written statement: _____

Council Agenda Item: # _____ for / against Brief written statement: _____

Council Agenda Item: # _____ for / against Brief written statement: _____

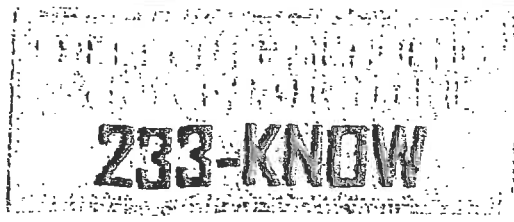
Council Agenda Item: # _____ for / against Brief written statement: _____

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1315 W. 5th St,
Freeport
→

Assist:
Doug Downum
non-speaker

Name: Margaret McHenry Date: 04-03-17
Address: 1330 W. 8th St.
Home Phone/Cell Phone: 979-230-9564 Email: n/a
Organization: Concerned Citizens of Freeport

Would you like to speak during the City Council Meeting? (Circle one) **Y** / N

Information

(Speaking guests and/or citizens will be called upon at the appropriate time to speak)

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Other general written comments:

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Name: Douglas Dominguez Date: 04/03/17
Address: 1315 W. 5th St. Freeport
Home Phone/Cell Phone: N/A Email: N/A
Organization: Concerned Citizens of Freeport

Would you like to speak during the City Council Meeting? (Circle one) Y / N

Assist Margaret McMahon

(Speaking guests and/or citizens will be called upon at the appropriate time to speak)

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Other general written comments:

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FREEPORT EMERGENCY
& INFORMATION LINE
233-KNOW



JOIN US AS WE
**KEEP FREEPORT
BEAUTIFUL**
BECAUSE IT'S OUR TOWN.

City of Freeport City Council
Attending Citizens Comments Registration Form



We welcome your comments; please keep your comments brief and professional
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See reverse side for rules and procedures

Date: 4-3-17
Name: BOB CASALE Address: FREEPORT
Home Phone/Cell Phone: 979- Email: _____
Organization: 2850793

Would you like to speak during the City Council Meeting? (Circle one) **Y** / **N**
CITY ISSUES
(Speaking guests and/or citizens will be called upon at the appropriate time to speak)

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- Council Agenda Item: # _____ for / against Brief written statement: _____
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- Council Agenda Item: # _____ for / against Brief written statement: _____
- Council Agenda Item: # _____ for / against Brief written statement: _____

Other general written comments:

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