



**AGENDA
REGULAR MEETING
FREEPORT CITY COUNCIL
TUESDAY, JANUARY 22, 2019 at 6:00 P.M.**

Mayor:
Troy Brimage

Council Members:
Ken Green
Brooks Bass
Sandra Loeza
Roy Yates

City Manager:
Timothy Kelty

THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, WILL MEET ON TUESDAY, THE 22ND DAY OF JANUARY 2019, AT 6:00 P.M., AT THE FREEPORT POLICE DEPARTMENT, MUNICIPAL COURT ROOM, 430 NORTH BRAZOSPORT BOULEVARD, FREEPORT TEXAS FOR THE FOLLOWING PURPOSES:

CALL TO ORDER: *The Mayor will call the meeting to order, declare a quorum if present, and declare notices legally posted pursuant to Open Meetings Act.*

INVOCATION AND PLEDGE OF ALLEGIANCE: (Council Member)

CITIZENS' COMMENTS:

Members of the public are allowed to address the City Council at the 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.

CONSENT AGENDA: Consent Agenda items are considered to be routine in nature and may be acted upon in one motion. Any item requiring additional discussion may be withdrawn from the Consent Agenda by the Mayor, Councilmember or City Manager, and acted upon separately.

1. Consideration and possible action on the approval of City Council meeting minutes from January 7, 2019. **(Tolar)** Pg. 18-21
2. Consideration of approving Resolution 2019-0001 reappointing a member to the Senior Citizens Commission. **(Tolar)** Pg. 22-23

COUNCIL BUSINESS – REGULAR SESSION:

3. **Public Hearing** to consider a proposed amendment to the Comprehensive Zoning Ordinance and Map of said city, codified as Chapter 155 of the Code of Ordinances of said City, changing the zoning classification of a portion of Lots 8-12 Block 36, Velasco Townsite, Freeport, Brazoria County, Texas from its present classification of R-2 to a new classification within the corporate limits of said city from R-2, Single Family Dwelling, to C-2 General Commercial. **(Shoemaker)** Pg. 24-28
4. Consideration of approving the City Manager to negotiate a contract for the city's attorney. **(Kelty)** Pg. 29-31
5. Consideration of approving the City Manager to hold interviews for official engineering firms. **(Kelty)** Pg. 32-33
6. Consideration of Resolution 2019-0002 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. **(Tolar)** Pg. 34-51
7. Consideration of approving Ordinance No. 2019-0001 calling the Annual General Election for the City of Freeport for the first Saturday in May, being May 4, 2019 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. **(Tolar)** Pg. 52-58 2558 2565
8. Consideration of a Resolution No. 2019-0003 appointing a member of the Economic Development Board. **(Kelty)** Pg. 59-72
9. Consideration of a Resolution No. 2019-0004 appointing a member of the Planning Commission. **(Kelty)** Pg. 73-78
10. Consideration of advertising an invitation to bid and setting a bid date for concrete to be used for concrete streets in the approved 2018-2019 street plan **(Hoewelyn/Tolar)** Pg. 79-82

WORK SESSION:

11. The City Council may deliberate and make inquiry into any item listed in the Work Session.
 - A. Mayor Troy T. Brimage announcements and comments.
 - B. Councilman Green Ward A announcements and comments.
 - C. Councilman Bass Ward B announcements and comments.
 - D. Councilwoman Loeza Ward C announcements and comments.
 - E. Councilman Yates Ward D announcements and comments.
 - F. City Manager Tim Kelty announcement and comments
 - G. Updates on current infrastructure.
 - H. Update on reports / concerns from Department heads.
 - I. Bryan Beach vehicle ordinance (Pg. 83-88)
 - J. Ethics Ordinance

CLOSED SESSION:

12. Executive Session consultation with attorney (Contractual Agreements & Historical Museum Status) (in accordance with Vernon's Texas Government Code Annotated, Chapter 551, 551.071.

COUNCIL BUSINESS – REGULAR SESSION:

13. Consideration in open session of taking action on any matter discussed in closed executive session. **(Kelty)**

ADJOURNMENT:

14. Adjourn.

Items not necessarily 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).

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).

ACCESSIBILITY STATEMENT This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (979) 233-3526.

CERTIFICATE I certify the foregoing notice was posted in the official glass case at the rear door of the City Hall, with 24 hours a day public access, 200 West 2nd Street, Freeport Texas, before 6:00 p.m. on this the 18th day of January, 2019.

Laura Tolar, Interim City Secretary
City of Freeport, Texas

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Monday, January 7, 2019 at 6:00 p.m. at the Freeport Police Department, Municipal Court Room, 430 North Brazosport Boulevard, Freeport Texas for the purpose of considering the following agenda items:

City Council:

Councilman Brooks Bass
Councilman Ken Green
Councilwoman Sandra Loeza
Councilman Roy E. Yates

Staff:

Tim Kelty, City Manager
Laura Tolar, Asst. City Secretary/Special Projects Coordinator
Wallace Shaw, City Attorney
Nat Hickey, Property Manager
Ray Garivey, Police Chief
Kim Townsend, Parks Director
Loni Kershaw, Human Resources Director
Brian Dybala, Golf Course Director
David Hoelewyn, Street Department Director
Jerry Meeks, Veolia Water
Jennifer Hawkins, Economic Development Director
Billy Shoemaker, Building Department Director

Visitors:

Christina Travis	Kenny Hayes
Manning Rollerson	Desiree Pearson
Tommy Pearson	Paul Crow
Andrew Dill	Edmeryl Williams
Louie Jones	Larry Fansher

Call to order.

Mayor Pro Tem Brooks Bass called the meeting to order at 6:00 p.m.

Invocation.

Wallace Shaw offered the invocation.

Pledge of Allegiance.

Mayor Pro Tem Brooks Bass led the Pledge of Allegiance.

Citizen's Comments

Manning Rollerson spoke regarding when homes will be built in Freeport.

REGULAR SESSION

Consideration and possible action on the approval of City Council meeting minutes from December 17, 2018, December 18, 2018, December 26, 2018

On a motion by Councilwoman Loeza, seconded by Councilman Green, with all present voting "Aye", Council unanimously approved the City Council meeting minutes from December 17, 2018, December 18, 2018, December 26, 2018.

Consideration of approving the Mayor and City Secretary to sign and attest a Real Estate Lease with Gulf LNG Services for 1,068 square feet of space on the second floor of the Freeport City Hall

Economic Development Director Jennifer Hawkins reported to council that Gulf LNG services provide tow services to Freeport LNG and have a 25-year contract. Mr. Rick Stephano of Gulf LNG has requested a two-year lease at City Hall. The rate will be \$0.79 per square foot plus utilities.

City Manager Tim Kelty stated that improvements to the office space will be made.

Parks Director Kim Townsend stated that the overall improvements will cost approximately \$4,650.00

On a motion by Councilwoman Loeza, seconded by Councilman Green, with all present voting "Aye", Council unanimously approved the Real Estate Lease with Gulf LNG Services for 1,068 square feet of space on the second floor of the Freeport City Hall.

Consideration of approving the City Manager to negotiate extensions on all Industrial District Contracts

City Manager Tim Kelty informed council that he had been meeting with City Manager Yenne from Lake Jackson and City Manager Snipes from Clute regarding the industrial agreements.

Mr. Kelty stated that he would like to renegotiate the industrial agreements until 2033 to ensure the city receives that guaranteed revenue. The current agreement would expire in 2026.

On a motion by Councilman Green, seconded by Councilman Yates, with all present voting "Aye", Council unanimously approved the City Manager to negotiate extensions on all Industrial District Contracts.

Consideration of rescheduling the 2nd regular meeting in January

On a motion by Councilman Green, seconded by Councilwoman Loeza, with all present voting "Aye", Council unanimously approved moving the 2nd regular meeting in January to January 22, 2019.

WORK SESSION:

Councilman Green Ward A announcements and comments

Councilman Green discussed drainage issues with the recent rains.

Councilman Bass Ward B announcements and comments

Councilman Bass said Holly would need to be lowered when resurfaced and added that the alley behind On the River needed to be looked at. He added that he had received a lot of compliments on how good the parks look.

Councilwoman Loeza Ward C announcements and comments

Councilwoman Loeza had nothing to report.

Councilman Yates Ward D announcements and comments

Councilman Yates had nothing to report.

City Manager Tim Kelty announcements and comments

Mr. Kelty stated that the interim finance director would start on January 21, 2019. Also, that Wednesday and Thursday they would be in Dallas at a retail recruitment convention and will report on it at the next meeting.

Mr. Kelty stated that the Daddy/Daughter dance has been cancelled for this year.

Mr. Kelty said that staff has begun strategic planning with the departments and should hold a workshop in early April.

Mr. Kelty passed out to council an ethics ordinance from another city and asked council to review it and make any edits they feel necessary and return it to him. He said that there should be a draft ordinance ready for them at the first meeting in February.

Update on reports / concerns from Department heads.

David Hoelewyn – Street Department

Mr. Hoelewyn stated they were working on the following projects:

- Gutter cleaning
- 1,000' of 8th Street
- Drainage
- Tractor/Sweeper received – getting insurance on it before using it

City Manager Tim Kelty added that the city would soon begin the fire bay expansion for the new fire truck.

Mayor Pro Tem Brooks Bass closed regular session at 6:37 pm

CLOSED SESSION:

Executive Session regarding economic development matters (Economic Development Corporation Project #2019-2), Chapter 551, 551.087

REGULAR SESSION

Mayor Pro Tem Brooks Bass opened regular session at 7:06 pm

Mr. Bass called for a joint meeting with the Economic Development Corporation.

Adjourn

On a motion by Councilwoman Loeza, seconded by Councilman Yates, with all present voting "Aye", Mayor Pro Tem Bass adjourned the meeting at 7:07 PM.

Mayor Pro Tem, Brooks Bass
City of Freeport, Texas

Assistant City Secretary, Laura Tolar
City of Freeport, Texas



City Council Agenda Item # 2

Title: Resolution 2019-0001 – Reappoint A Qualified Member to the Senior Citizen’s Commission

Date: January 17, 2019

From: Laura Tolar, Special Projects Coordinator/Asst. City Secretary

Staff Recommendation:

Staff recommends reappointing Carol Rangel to the Senior Citizen’s Commission.

Item Summary:

Mrs. Carol Rangel is a long-time member of the Senior Citizen’s Commission and would like to continue to serve.

Background Information:

In May 2018, Carol Rangel’s two-year term expired and she was accidently not included when the new appointments were made.

Special Considerations:

None.

Financial Impact:

None.

Board or 3rd Party recommendation:

None

Supporting Documentation:

Resolution 2019-0001

RESOLUTION NO. 2019-0001

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

WHEREAS, the terms of office of certain member of the Senior Citizens Commission of the City of Freeport, Texas ("the City") has expired; and,

WHEREAS, the City Council of the City desires to reappoint the below named qualified person as a member of said Senior Citizen Commission.

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

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and reappoints the following named qualified person to the Senior Citizen Commission of the City for a full term and until a successor for such person has been appointed and qualified, to-wit: CAROL RANGEL.

SECTION TWO (2): DUTIES

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

SECTION THREE (3): OATH OF OFFICE

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

READ, PASSED AND ADOPTED this ____ day of _____, 2019.

Troy T. Brimage, Mayor
City of Freeport, Texas

ATTEST: _____
Laura Tolar, City Secretary
City of Freeport, Texas



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Special Considerations:

None.

Financial Impact:

None.

Board or 3rd Party recommendation:

None

Supporting Documentation:

Resolution 2019-0001

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READ, PASSED AND ADOPTED this ____ day of _____, 2019.

Troy T. Brimage, Mayor
City of Freeport, Texas

ATTEST: _____
Laura Tolar, City Secretary
City of Freeport, Texas



City Council Agenda Item #3

Title: Public hearing to consider a proposed amendment to the Comprehensive Zoning Ordinance and Map

Date: January 22, 2019

From: Billywayne Shoemaker Building Official

Staff Recommendation:

Approve the of Zoning

Item Summary:

Consider a proposed amendment to the Comprehensive Zoning Ordinance and Map of said city, codified as Chapter 155 of the Code of Ordinances of said City, changing the zoning classification of a portion of Lots 9-12 Block 36, Velasco Townsite, Freeport, Brazoria County, Texas from its present classification of R-2 to a new classification of the following described property, within the corporate limits of said city, from R-2, Single Family Dwelling, to C-2 General Commercial.

Background Information:

Mr. and Mrs. Johnson are requesting the property located at the left end of Gulf Blvd right before the railroad crossing be rezoned from an R2 zoning to C2. They want to use this property for a landscaping maintenance company.

Special Considerations:

Financial Impact:

None

Board or 3rd Party recommendation:

Planning and Zoning will hold their public hearing and vote prior to the council meeting

Supporting Documentation:

Application will be attached.

ZONE or RE-ZONE REQUEST

Such request shall be in written form to the Chairperson of the Freeport Planning Commission, 200 West 2nd Street, Freeport, Texas 77541. Additional pages may be attached, along with any information, documentation, photographs, etc., which you deem necessary. Your request will be placed on the next regular agenda of the Planning Commission, the 4th Monday of the month, 6:00 p.m., Council Chambers, Police Department building, Brazosport Blvd, Freeport.

I, (please print) Katie Golin Gork whose address is 11654 Sand Pebble Place
Surfside Beach TX 77541 and whose telephone number is 281 770 5289

request the rezone of the following property (location, legal description or situs address) which I own:

Subdivision -> Velasco Townside Block 34
Lots -> 9, 10, 11, 12 Acres 0.1835

for the following reason(s):

Current zoning is R2
Requesting zoning to C2
would be using the site as a
landscape maintenance company

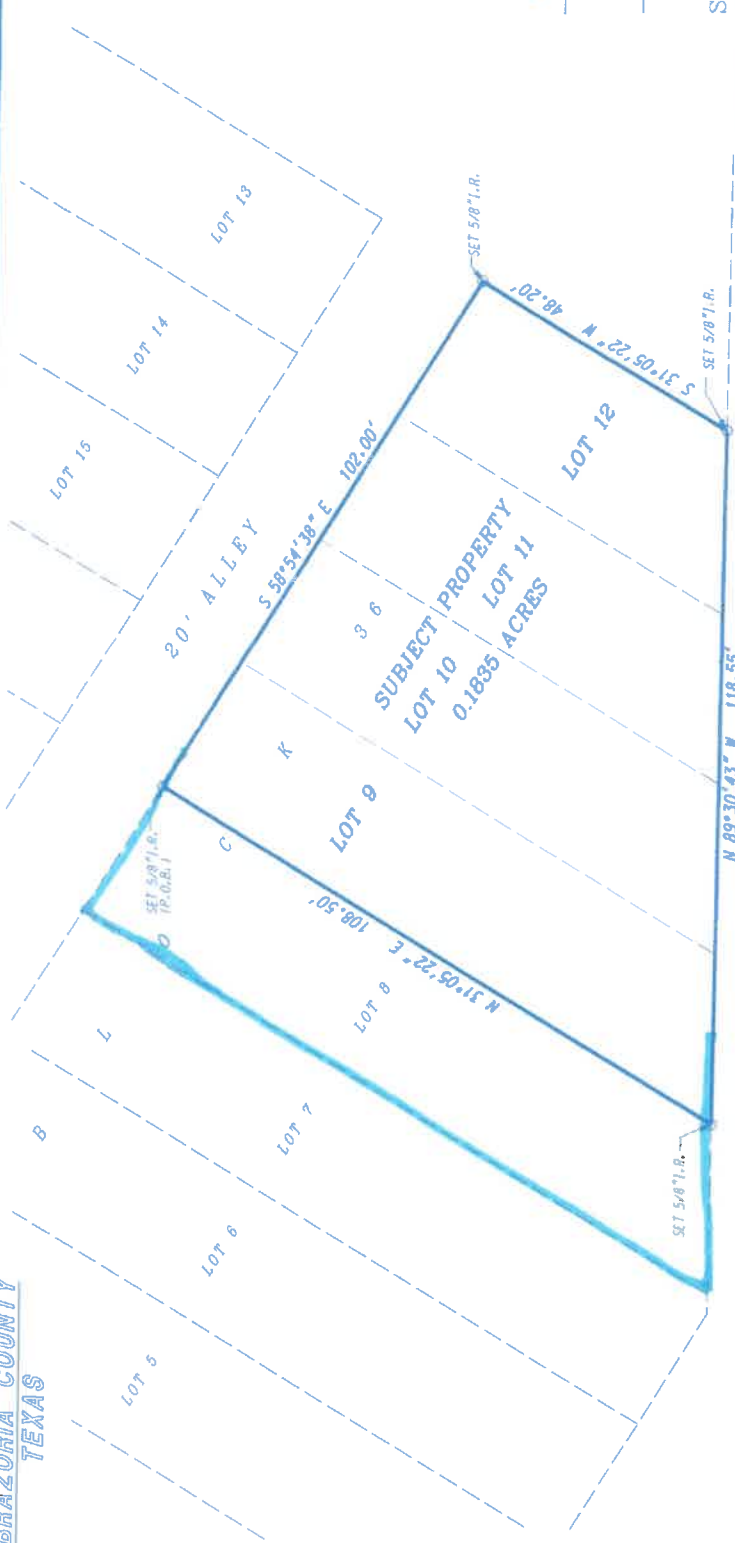
RECEIVED
OCT 13 2013
BY

(attach additional pages if necessary)

Signed [Signature] (date) 19 20018

BRAZORIA COUNTY
TEXAS

E. MITCHELL SURVEY
ABSTRACT 99



- LEGEND
- FOUND PIPE/IRON ROD
 - SET 3/4" IRON ROD
 - POWER POLE
 - OH— OVERHEAD WIRE
 - WM WATER METER
 - ⊙ SOWER LID
 - //— WOOD FENCE

SURVEY PLAT
OF

PORTION OF LOTS 9-12, BLK 36

OF
VELASCO TOWNSITE
AS RECORDED IN
VOLUME 32, PAGE 14
OF THE
BRAZORIA COUNTY DEED RECORDS

IN THE
E. MITCHELL SURVEY
ABSTRACT 99
CITY OF FREEPORT
BRAZORIA COUNTY, TEXAS
FOR
RANDY JOHNSON
COUNTY ROAD 229

- NOTES:
1. ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (MAD 27).
 2. ALL DISTANCES ARE HORIZONTAL SURFACE LEVEL LENGTHS. (SP = 0.99963399)
 3. THIS PROPERTY IS LOCATED WITHIN THE LIMITS OF ZONE "AE" PER FEMA FLOOD INSURANCE RATE MAP NUMBER 48036C01801, DATED NOVEMBER 17, 1993.
 4. NO TITLE COMMITMENT WAS PROVIDED FOR THIS SURVEY. THERE MAY BE TITLES OF RECORD WHICH AFFECT THIS PROPERTY. NOT SHOWN HEREON.
 5. BUILDING LINES MAY BE SUBJECT TO THE CITY OF FREEPORT BUILDING RESTRICTIONS.

COUNTY ROAD 229 (150' R.O.W.)

I, TERRY SINGLETARY, REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE UNDER MY SUPERVISION, ON THE GROUND, AND THAT THERE ARE NO EXCESSES NOR INTRUSIONS ON THIS PROPERTY, EXCEPT AS SHOWN.
DATE SURVEYED: SEPTEMBER 16, 2018



Terry Singletary
TERRY SINGLETARY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 4808

Doyle & Wachstetter, Inc.
Surveying and Mapping GPS/GIS
131 COMMERCE STREET, SUITE 7231
FREEMONT, TEXAS 77531
OFFICE: 979-385-5025
FAX: 979-385-9940
E-MAIL: DOYLE@DWI-SURV.COM
WWW.DWISURV.COM
FIRM NO: 30024900

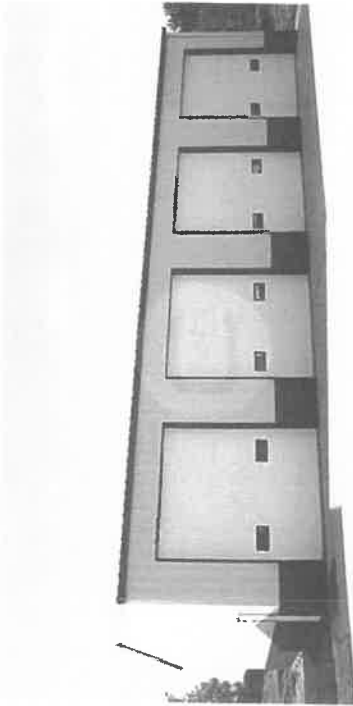


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30x56 Prefab Workshop Building

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(<http://www.metalbarncentral.com/wp-content/uploads/2018/02/30x56-prefab-workshop-building.jpg>)

30x56 Prefab Workshop Building

Starting At: **\$23,232.00**
(PRICE VARIES BY STATE AND LOCATION)

SKU: BC-AVSE305614

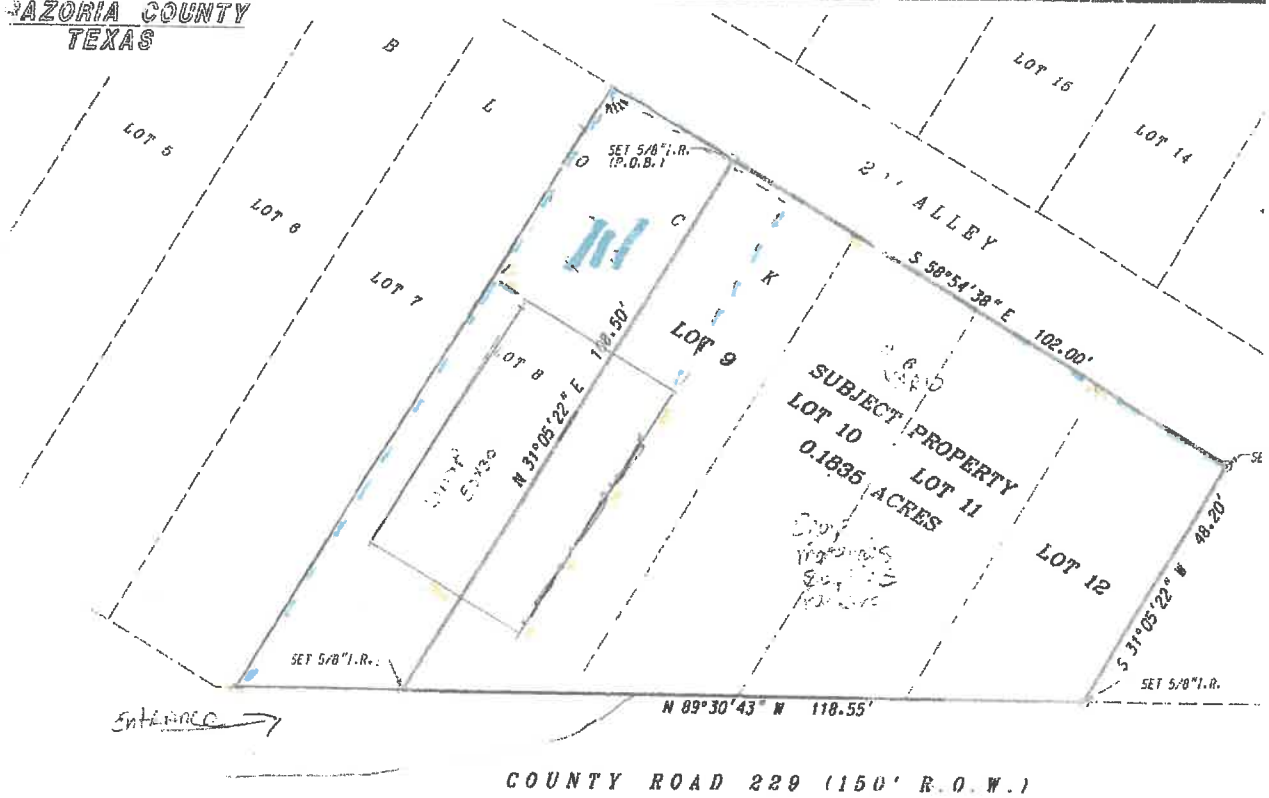
Categories: [Clear Span Metal Buildings](http://www.metalbarncentral.com/metal/clear-span-metal-buildings/) (<http://www.metalbarncentral.com/metal/clear-span-metal-buildings/>), [Garages](http://www.metalbarncentral.com/metal/prefab-garages-for-sale/) (<http://www.metalbarncentral.com/metal/prefab-garages-for-sale/>), [Workshop Buildings](http://www.metalbarncentral.com/metal/workshop-buildings/) (<http://www.metalbarncentral.com/metal/workshop-buildings/>)

REQUEST PRICE

+1 (980) 238-2807 (TEL: +1 (980) 238-2807)



RAZORIA COUNTY
TEXAS





City Council Agenda Item #4

Title: Consideration of authorizing the City Manager to negotiate a contract with the City Attorney for legal services.

Date: January 22, 2019

From: Tim Kelty, City Manager

Staff Recommendation: Staff request authorization from Council to negotiate a formal contract for legal services with the City Attorney.

Item Summary: The City of Freeport appointed Wallace Shaw, P.C., as its City Attorney and Prosecutor in 1992. Since that time Mr. Shaw or his Associate has served continuously in that capacity. Also, in that capacity Mr. Shaw acts as an independent contractor and is free to pursue other legal clients where such does not present a legal conflict of interest.

In the minutes of the City at the time of his appointment an agreement is referenced. However, neither Mr. Shaw nor the city have been able to find a copy of that agreement or any subsequent amendment, or reference to official action by council to amend. It is very important that a written agreement memorializing the terms and cost of service be maintained by the city for this, or any professional service rendered to the city. Once terms of a formal contract are developed, a recommendation will be brought back to City Council for final consideration.

Background Information: In previous positions, the City Manager has negotiated both flat fee retainer and straight hourly contracts with City Attorneys. Mr. Shaw has requested copies of examples of previous contracts for legal municipal services which have been secured and will be provided if authorized to proceed. I will be proposing a contract with an annual term.

Financial Impact: Undetermined

Board or 3rd Party recommendation: None

Supporting Documentation: Minutes from original appointment in 1992

Motion by Councilwoman Williams, seconded by Councilman Garcia, to award the City Health and Life Insurance to Washington National. Motion carried unanimously.

No action was taken on the budget amendment for pay and benefit adjustments.

Council
2-17-92

The last item to be considered was a consultant City Attorney appointment.

Mr. Cunningham advised that there was a recommendation in the Council packet to consider Mr. Wallace Shaw as the City's consultant City Attorney and to award the consultant agreement on a \$1,300 per month retainer to cover the listed services ranging from Municipal Court services to Mayor and Council support and meeting attendance on a bi-monthly basis.

Motion by Councilman Garcia, seconded by Councilman Miller, to accept the City Manager's recommendation to appoint Mr. Wallace Shaw as the City's consultant City Attorney. Motion carried unanimously.

At this time, the Council went into Executive Session to discuss personnel pay and benefit restructuring, agreement with the City Manager, local business request to purchase, lease or other acquisition terms for City property, municipal acquisition negotiations for expansion of municipal utility system.

They reconvened into Open Session and a motion was made by Councilman Garcia, seconded by Councilman Miller, to authorize the City Manager to proceed with local business concern in developing terms for acquisition of City property. The motion carried unanimously.

Motion by Councilman Garcia, seconded by Councilman Miller, to authorize the City Manager to proceed in negotiations for expansion of Municipal utility system with limited attorney, appraisal and consultant support. Motion carried unanimously.

A motion was then made by Councilman Miller to adjourn the meeting. The motion was seconded by Councilwoman Williams and carried unanimously.

The meeting adjourned at 9:25 P.M.

Allen R. Faulk
ALLEN R. FAULK, Mayor
City of Freeport, Texas

ATTEST:

Janice L. Spencer
JANICE L. SPENCER, City Secretary
City of Freeport, Texas

89 430
Book 16

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City Council Agenda Item #5

Title: Consideration of authorizing the City Manager to seek formal proposal and conduct interviews for securing a general services engineering contract from a competent and qualified civil engineering firm.

Date: January 22, 2019

From: Tim Kelty, City Manager

Staff Recommendation: Staff is seeking authorization from Council to proceed with a Request for Qualifications (RFQ) process out of which will come a future recommendation for the appointment of a designated City Engineer under a general services agreement.

Item Summary:

Staff is proposing to solicit proposals (statements of qualifications) for engineering services from qualified engineering firms to provide engineering services to the city of Freeport. We are seeking to engage an engineering firm under a general services agreement for the provision of routine and ongoing engineering services to the city.

In the last several years the city has not utilized the services of a professional engineer to review and plan for the development of specifications for annual street resurfacing, review of subdivision plats, or review or advise on drainage issues. In addition, we have relied on the advice of the engineer under contact with Viola regarding recommendations regarding Water and Sewer rather than from someone working on directly on behalf of the city.

A recommendation will likely be ready for Council at the first regular meeting in March.

Special Consideration:

In several places the City Charter and the Freeport City Code of Ordinances identify and reference an appointed City engineer and assign that appointment certain responsibilities and authority. At one point in the past City Council had appointed an individual to that role and they were provided an office in City Hall.

Based on the size of Freeport and the level of service needed, it is recommended instead of appointing and hiring an individual on a full-time basis, that that appointment

be made of a firm which will have various engineering professionals able to provide the gamut of professional needs as may be needed on an hourly basis.

Financial Impact: to be determined upon recommendation of firm

Board or 3rd Party recommendation: None

Supporting Documentation: None



City Council Agenda Item #3

Title: Public hearing to consider a proposed amendment to the Comprehensive Zoning Ordinance and Map

Date: January 22, 2019

From: Billywayne Shoemaker Building Official

Staff Recommendation:

Approve the of Zoning

Item Summary:

Consider a proposed amendment to the Comprehensive Zoning Ordinance and Map of said city, codified as Chapter 155 of the Code of Ordinances of said City, changing the zoning classification of a portion of Lots 9-12 Block 36, Velasco Townsite, Freeport, Brazoria County, Texas from its present classification of R-2 to a new classification of the following described property, within the corporate limits of said city, from R-2, Single Family Dwelling, to C-2 General Commercial.

Background Information:

Mr. and Mrs. Johnson are requesting the property located at the left end of Gulf Blvd right before the railroad crossing be rezoned from an R2 zoning to C2. They want to use this property for a landscaping maintenance company.

Special Considerations:

Financial Impact:

None

Board or 3rd Party recommendation:

Planning and Zoning will hold their public hearing and vote prior to the council meeting

Supporting Documentation:

Application will be attached.

ZONE or RE-ZONE REQUEST

Such request shall be in written form to the Chairperson of the Freeport Planning Commission, 200 West 2nd Street, Freeport, Texas 77541. Additional pages may be attached, along with any information, documentation, photographs, etc., which you deem necessary. Your request will be placed on the next regular agenda of the Planning Commission, the 4th Monday of the month, 6:00 p.m., Council Chambers, Police Department building, Brazosport Blvd, Freeport.

I, (please print) Katie Johnson whose address is 1654 Sand Pebble Place
Surfside Beach TX 77541 and whose telephone number is 281 772 5289

request the rezone of the following property (location, legal description or situs address) which I own:

Subdivision -> Velasco Townside Block 34
Lots -> 9, 10, 11, 12 Acres 0.1835

for the following reason(s):

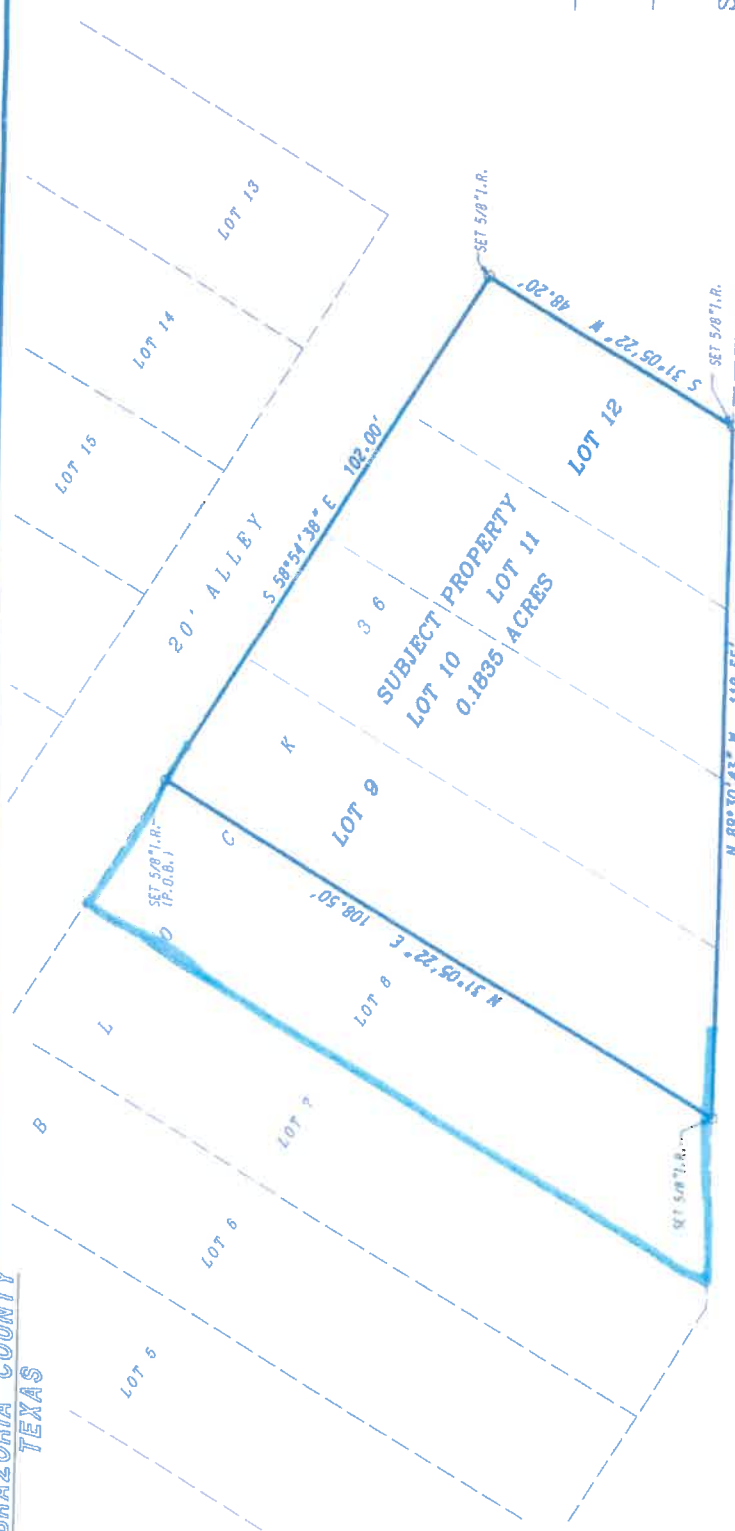
Current zoning is R2
Requesting zoning to C2
would be using the site as a
landscape maintenance company

(attach additional pages if necessary)

Signed [Signature] (date) 19 2008

BRAZORIA COUNTY
TEXAS

E. MITCHELL SURVEY
ABSTRACT 99



- LEGEND
- FOUND PIPE/IRON ROD
 - SET 3/4" IRON ROD
 - POWER POLE
 - OVERHEAD WIRE
 - WATER METER
 - SEWER LID
 - WOOD FENCE

SURVEY PLAT
OF

PORTION OF LOTS 9-12, BLK 36

VELASCO TOWNSITE
AS RECORDED IN
VOLUME 32, PAGE 14

OF THE
BRAZORIA COUNTY DEED RECORDS
IN THE
E. MITCHELL SURVEY
ABSTRACT 99
CITY OF FREEPORT
BRAZORIA COUNTY, TEXAS

FOR
RANDY JOHNSON
COUNTY ROAD 229

Doyle & Wachtsteller, Inc.
Surveying and Mapping, GPS/GIS
OFFICE: 872-245-2451
DALLAS, TEXAS 75243
HOUSTON, TEXAS 77060
TEL: 817-231-1111 FAX: 817-231-1111

COUNTY ROAD 229 (150' R.O.W.)

1. TERRY SINGLETARY, REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE UNDER MY SUPERVISION, ON THE GROUND, AND THAT THERE ARE NO EXCESSES NOR INTRUSIONS ON THIS PROPERTY, EXCEPT AS SHOWN.
DATE SURVEYED: SEPTEMBER 18, 2018



Terry Singletary
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 4808

- NOTES:
1. ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE ALL STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83).
 2. ALL DISTANCES ARE HORIZONTAL SURFACE LEVEL LENGTHS. (SP = 0.999873393)
 3. THIS PROPERTY IS LOCATED WITHIN THE LIMITS OF ZONE "AE" PER FEMA FLOOD INSURANCE RATE MAP NUMBER 4003607001, DATED NOVEMBER 17, 1993.
 4. NO TITLE COMMITMENT WAS PROVIDED FOR THIS SURVEY. THERE MAY BE ITEMS OF RECORD WHICH AFFECT THIS PROPERTY, NOT SHOWN HEREIN.
 5. BUILDING LINES MAY BE SUBJECT TO THE CITY OF FREEPORT BUILDING RESTRICTIONS.

10/9/2018

30x56 Prefab Building - Side Load Workshop Building

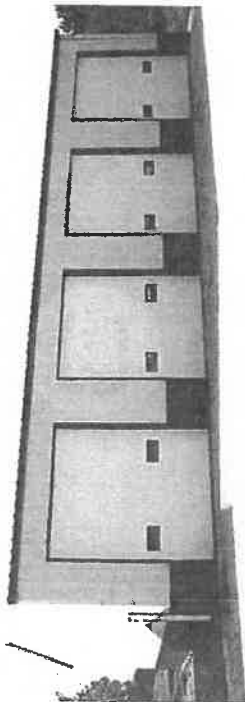


(<http://www.metalbarncentral.com/>)

+1 (980) 238-2807 (tel: +1 (980) 238-2807)

30x56 Prefab Workshop Building

HOME > CLEAR SPAN METAL BUILDINGS > 30x56 Prefab Workshop Building



(<http://www.metalbarncentral.com/wp-content/uploads/2018/02/30x56-prefab-workshop-building.jpg>)

30x56 Prefab Workshop Building

Starting At: **\$23,232.00**

(PRICE VARIES BY STATE AND LOCATION)

SKU: BC-AV5EE305614

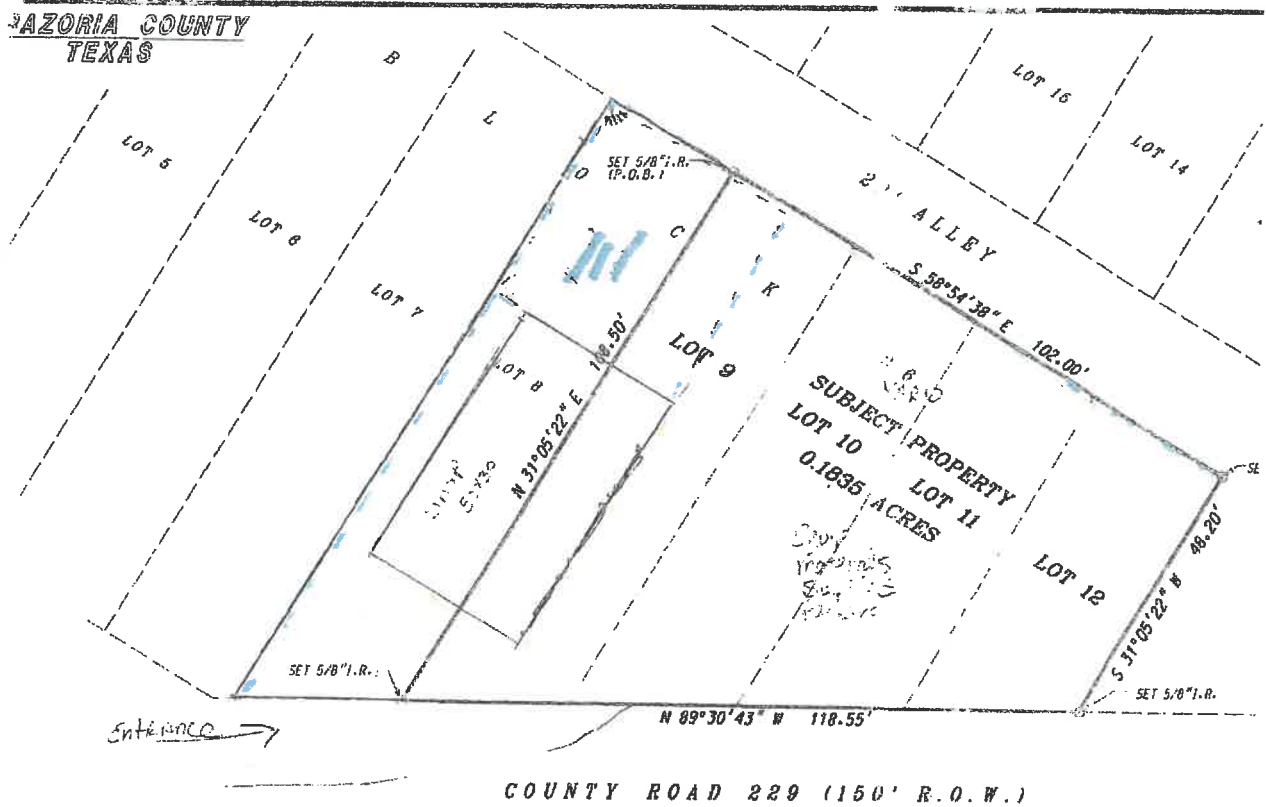
Categories: Clear Span Metal Buildings (<http://www.metalbarncentral.com/metal/clear-span-metal-buildings/>), Garages (<http://www.metalbarncentral.com/metal/prefab-garages-for-sale/>), Workshop Buildings (<https://www.metalbarncentral.com/metal/workshop-buildings/>)

REQUEST PRICE

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RAZORIA COUNTY
TEXAS





City Council Agenda Item #4

Title: Consideration of authorizing the City Manager to negotiate a contract with the City Attorney for legal services.

Date: January 22, 2019

From: Tim Kelty, City Manager

Staff Recommendation: Staff request authorization from Council to negotiate a formal contract for legal services with the City Attorney.

Item Summary: The City of Freeport appointed Wallace Shaw, P.C., as its City Attorney and Prosecutor in 1992. Since that time Mr. Shaw or his Associate has served continuously in that capacity. Also, in that capacity Mr. Shaw acts as an independent contractor and is free to pursue other legal clients where such does not present a legal conflict of interest.

In the minutes of the City at the time of his appointment an agreement is referenced. However, neither Mr. Shaw nor the city have been able to find a copy of that agreement or any subsequent amendment, or reference to official action by council to amend. It is very important that a written agreement memorializing the terms and cost of service be maintained by the city for this, or any professional service rendered to the city. Once terms of a formal contract are developed, a recommendation will be brought back to City Council for final consideration.

Background Information: In previous positions, the City Manager has negotiated both flat fee retainer and straight hourly contracts with City Attorneys. Mr. Shaw has requested copies of examples of previous contracts for legal municipal services which have been secured and will be provided if authorized to proceed. I will be proposing a contract with an annual term.

Financial Impact: Undetermined

Board or 3rd Party recommendation: None

Supporting Documentation: Minutes from original appointment in 1992

No action was taken on the budget amendment for pay and benefit adjustments.

*Council
2-17-92*

The last item to be considered was a consultant City Attorney appointment.

Mr. Cunningham advised that there was a recommendation in the Council packet to consider Mr. Wallace Shaw as the City's consultant City Attorney and to award the consultant agreement on a \$1,300 per month retainer to cover listed services ranging from Municipal Court services to Mayor and Council support and meeting attendance on a month basis.

Motion by Councilman Garcia, seconded by Councilman Miller, to accept the City Manager's recommendation to appoint Mr. Wallace Shaw as the City's consultant City Attorney. Motion carried unanimously.

At this time, the Council went into Executive Session to discuss personnel pay and benefit restructuring, agreement with the City Manager, local business request to purchase, lease or other acquisition terms for property, municipal acquisition negotiations for expansion of municipal utility system.

They reconvened into Open Session and a motion was made by Councilman Garcia, seconded by Councilman Miller to authorize the City Manager to proceed with local business concern in developing terms for acquisition of City property. The motion carried unanimously.

Motion by Councilman Garcia, seconded by Councilman Miller, to authorize the City Manager to proceed in negotiations for expansion of Municipal utility system with limited attorney, appraisal and consultant support. Motion carried unanimously.

A motion was then made by Councilman Miller to adjourn the meeting. The motion was seconded by Councilman Williams and carried unanimously.

The meeting adjourned at 9:25 P.M.

Allen R. Faulk
ALLEN R. FAULK, Mayor
City of Freeport, Texas

ATTEST:

Janice L. Spencer
JANICE L. SPENCER, City Secretary
City of Freeport, Texas

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*430
PG 19
Book*



City Council Agenda Item #5

Title: Consideration of authorizing the City Manager to seek formal proposal and conduct interviews for securing a general services engineering contract from a competent and qualified civil engineering firm.

Date: January 22, 2019

From: Tim Kelty, City Manager

Staff Recommendation: Staff is seeking authorization from Council to proceed with a Request for Qualifications (RFQ) process out of which will come a future recommendation for the appointment of a designated City Engineer under a general services agreement.

Item Summary:

Staff is proposing to solicit proposals (statements of qualifications) for engineering services from qualified engineering firms to provide engineering services to the city of Freeport. We are seeking to engage an engineering firm under a general services agreement for the provision of routine and ongoing engineering services to the city.

In the last several years the city has not utilized the services of a professional engineer to review and plan for the development of specifications for annual street resurfacing, review of subdivision plats, or review or advise on drainage issues. In addition, we have relied on the advice of the engineer under contact with Viola regarding recommendations regarding Water and Sewer rather than from someone working on directly on behalf of the city.

A recommendation will likely be ready for Council at the first regular meeting in March.

Special Consideration:

In several places the City Charter and the Freeport City Code of Ordinances identify and reference an appointed City engineer and assign that appointment certain responsibilities and authority. At one point in the past City Council had appointed an individual to that role and they were provided an office in City Hall.

Based on the size of Freeport and the level of service needed, it is recommended instead of appointing and hiring an individual on a full-time basis, that that appointment

be made of a firm which will have various engineering professionals able to provide the gamut of professional needs as may be needed on an hourly basis.

Financial Impact: to be determined upon recommendation of firm

Board or 3rd Party recommendation: None

Supporting Documentation: None



City Council Agenda Item # 6

Title: Resolution 2019-0002 - 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

Date: January 17, 2019

From: Laura Tolar, Special Projects Coordinator/Asst. City Secretary

Staff Recommendation:

Staff recommends approving the contract with Brazoria County for a Joint Election Agreement and Contract for Election Services.

Item Summary:

This agreement allows Brazoria County to include any races for the City of Freeport on their ballot machines. The election will be held at the Freeport Library. In the event of a runoff, the runoff election will be held here at City Hall, on the first floor, in the space previously used by Texas Gulf Bank.

Background Information:

The City of Freeport annually partners with Brazoria County for elections.

Special Considerations:

None.

Financial Impact:

The rate sheet for the election is attached. The City will have to submit a \$1,500 deposit then the County will invoice the remainder after the election.

Board or 3rd Party recommendation:

None

Supporting Documentation:

Resolution 2019-0002
Contract
Rate Sheet
Vote Center Polling Places
Notice of Early Voting at Branch Polling Places

JOINT CONTRACT FOR ELECTION SERVICES

THIS CONTRACT (this "Agreement") is made effective as of the Effective Date (as defined below), by and between the CITY OF FREEPORT, TEXAS, acting by and through its governing body, hereinafter referred to as "Political Subdivision," and County Clerk of Brazoria County, Texas, hereinafter referred to as "County," and by authority of Section 31.092(a), Texas Election Code, and Chapter 791, Texas Local Government Code, for the conduct and supervision of the Political Subdivision's election to be held on MAY 4, 2019. Political Subdivision and County may be referred to individually as a "Party" and collectively as "the Parties."

This contract is made by and between the CITY OF FREEPORT, TEXAS, acting by and through its governing body, hereinafter referred to as "Political Subdivision," and the County Election Officer of Brazoria County, defined by statute as the County Clerk through the authority set forth in Texas Election Code §§31.091 and 31.092. The purpose of this contract is for the performance of election services as authorized by statute. This contract shall serve as the general contract for each election for which the Political Subdivision requests the assistance of the County Clerk. Provisions specific to each particular election will be included as an attachment to the original contract. Political Subdivision and County Clerk may be referred to individually as "Party" or collectively as "Parties."

RECITALS

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

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

I. ADMINISTRATION

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

It is understood that other political subdivisions may wish to participate in the use of the electronic voting system and polling places, and it is agreed that the County Clerk may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions set forth in the Election Code. Political Subdivision agrees that County Clerk may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and, in such case, all parties sharing common territory shall share a joint ballot on the electronic voting system at the applicable polling places. In such cases, costs shall be divided among the participants.

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

II. LEGAL DOCUMENTS

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

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

III. STATUTORY COMPLIANCE

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

IV. VOTING LOCATIONS

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

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

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Brazoria County Commissioners Court shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. In the event an emergency appointment is necessary, appointment shall be made in accordance with Election Code §32.007, which authorizes the presiding officer of the Brazoria County Commissioners Court to make an emergency appointment. Should that officer not be available, the County Clerk's office shall make emergency appointments of election officials. Upon request by the County Clerk, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

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

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

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

clerks who attend training will be compensated at an hourly rate of \$8.00 as compensation for same.

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

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

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

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

VII. EARLY VOTING

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

As Early Voting Clerk, the County Clerk shall receive applications for early voting ballots to be voted by mail in accordance with Chapter 86 of the Texas Election Code. Any requests for early

voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Department for processing.

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

VIII. EARLY VOTING BALLOT BOARD

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

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

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

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

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

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

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

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

The County Clerk Elections Department shall post all election night results to County website on election night. <http://www.Brazoriacountyvotes.com>.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

The Parties agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on the cost per polling place. Since the County participates in "Vote Centers," all political subdivisions can vote at any location. For billing purposes, each "Vote Center" will be assigned precincts in the area; and if a political subdivision is on the ballot for any of the assigned precincts, they will share in the cost of that voting location.

It is agreed that the normal rental rate charged for the County's voting equipment used on election day shall be divided equally among the participants utilizing each polling location. (See "Exhibit 1" for rental rates.)

Costs for Early Voting by Personal Appearance will be divided by all political subdivisions as follows: Total cost of all entities entered into a contract will be divided by all political subdivisions holding elections on MAY 4, 2019. Costs will be based on registered voters.

Political Subdivision contracting for a runoff shall be responsible for all associated costs.

XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

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

XII. RECORDS OF THE ELECTION

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

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

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

of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XIII. RECOUNTS

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

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

XIV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the election equipment and voting places; it is agreed that the County Clerk may contract with such other districts or political subdivisions for such purposes, and that in such event, there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The County Clerk shall file copies of this document with the County Treasurer and the County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. In the event that legal action is filed contesting the Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the County Clerk, and additional election personnel as necessary.
4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code; however, any action taken is subject to any immunity provided by statute or common law to governmental entities. For purposes of this contract, the County Clerk's office is acting as a governmental entity covered by any immunity available to Brazoria County.
5. The parties agree that under the Constitution and laws of the State of Texas, neither Brazoria County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
6. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.

7. In the event of one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
10. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.
11. **Authorization of Agreement.** This Agreement has been approved and authorized by the governing body of the Political Subdivision.
12. **Purpose, Terms, Rights, and Duties of the Parties.** The purpose, terms, rights, and duties of the Parties shall be as set forth in this Agreement.
13. **Payments from Current Revenues.** Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to that paying Party.
14. **Fair Compensation.** The Parties acknowledge and agree that each of the payments contemplated by this Agreement fairly compensate the performing Party.
15. **Termination.** At any time and for any reason, either Party may terminate this Agreement by providing thirty (30) days' written notice of termination to the other Party.
16. **Funding.** The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any Party fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of any Party fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to that Party and that Party shall then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by a Party to discharge its obligations under this Agreement are expended, the other Party's ***sole and exclusive remedy*** shall be to terminate this Agreement.
17. **No Joint Enterprise.** The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties.
18. **Public Information.** This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code Chapter 552, et seq.,

as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.

19. **No Third-Party Beneficiaries.** This Agreement is entered solely by and between, and may be enforced only by and among the Parties. Except as set forth herein, this Agreement shall not be deemed to create any rights in, or obligations to, any third parties.
20. **No Personal Liability.** Nothing in this Agreement shall be construed as creating any personal liability on the part of any employee, officer, or agent of any Party to this Agreement.
21. Nothing in this Agreement requires that either the Political Subdivision or County incur debt, assess or collect funds, or create a sinking fund.
22. **Sovereign Immunity Acknowledged and Retained.** **THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE CITY AND THE COUNTY RETAIN ALL GOVERNMENTAL IMMUNITIES.**

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that the Political Subdivision's obligation under the terms of this agreement shall be DETERMINED AFTER THE ELECTION. Political Subdivision agrees to pay to County a deposit of \$1,500.00. This deposit shall be paid to County within 10 business days after the final candidate filing deadline. The final candidate filing deadline is February 15, 2019. Therefore, deposit is due by **MARCH 4, 2019**. The exact amount of the Political Subdivision's obligation under the terms of this Agreement shall be calculated after the MAY 4, 2019, election; and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to County the balance due **within thirty (30) days after receipt of the final invoice from the County's Election Department**. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties.

(1) On the _____ day of _____, 2019 been executed on behalf of the County Clerk by the County Clerk pursuant to the Texas Election Code;

(2) On the _____ day of _____, 2019 been executed on behalf of the Political Subdivision by its Mayor or authorized representative, pursuant to an action of the Political Subdivision.

BRAZORIA COUNTY, COUNTY CLERK by

Joyce Hudman, County Clerk

ATTEST:

CITY OF FREEPORT, TEXAS

By _____
Presiding Officer or Authorized Representative
CITY OF FREEPORT

“EXHIBIT 1”

ELECTION EQUIPMENT RENTAL RATES FOR BRAZORIA COUNTY

MAY (COUNTYWIDE JOINT)

EQUIPMENT RENTAL

CONTROLLER	\$365.00 each
ACCESS WITH TOUCH UNIT (DAU).....	\$350.00 each
TOUCH UNITS	\$325.00 each
POLLPADS	\$50.00 each
MI-FI/ HOTSPOT	\$50.00 each

This is not a daily charge. This price is for the entire election even if it is for 12 days of voting.

OTHER CHARGES

Programming	\$300.00
Tabulating.....	\$150.00
Equipment Delivery and Pickup	
Truck Rental (per delivery location).....	\$25.00
Labor (Per delivery location).....	\$75.00
Supply tubs EV-ED (see attached list for contents).....	\$75.00
Mail Ballots kits including postage... ..Domestic...\$1.74...Overseas...\$2.36	
Publications charged based on % of registered voters.....	TBD..

Workers-Judges	\$12.00 per hour -Overtime rate \$18.00 per hour
Clerks	\$10.00 per hour- Overtime rate \$15.00 per hour

ELECTION DAY

For Election Day, we calculate a worksheet for each location the total cost for each Election Day location is divided between the political subdivisions that are on the ballot at that location. All political subdivisions in Brazoria County have agreed that if a political subdivision has less than 20 registered voters at a location, they are on the ballot at no charge.

EARLY VOTING

For Early Voting we also calculate worksheets for each of the 10-11 early voting locations. Once we have the total cost for all locations, we do a spreadsheet that divides the cost between all political subdivisions based on the percentage of registered voters in each. Since we have large and small cities in our county, the minimum charge for early voting was set at \$325.00 which was decided by the subdivisions since no political subdivision can hold an election without renting a Controller, Access w/touch (DAU) and supply tub. The new minimum charge as of 2019 will be \$800.00.

OVERTIME

We keep a record of our overtime for the May Elections and the staff gets paid overtime. Since we charge for programming and tabulations that money goes towards the employee's overtime. If we have more overtime than covered by a calculated programming and tabulation fees, we will add in the additional overtime when sending the final bills.

NOVEMBER (COUNTYWIDE JOINT)

For November Elections, the Election Day charges are calculated just like the countywide joint in May. If the only political subdivisions at a location are Brazoria County and one city, the cost is divided by 2.

Early Voting

For November Elections we do not charge political subdivision a portions of all Early Voting locations. Most of these political subdivisions would only open 1-3 early voting location if it were their choice. Therefore, we will charge them for one judge and two clerks for the entire period of early voting. (3 Poll workers are required at a polling location.) They would have that charge if they opened their own location. All other charges are absorbed by the county. The political subdivision does not pay for rental of the equipment, supplies, delivery.

Charges will include mail ballots, and publications if any.

If your entity would open up more than one EV location during a runoff then you would then be charged for each additional location. For example if your area would open up 3 EV locations then you would be charged for 3 Judges and 6 clerks for the entire period of early voting.

"Attachment A" SUBJECT TO CHANGE

VOTE CENTER LOCATIONS- MAY 2019

Home Pct #	Polling Place	Precincts that formerly voted at this Location
1	East Annex (Old Walmart), 1524 E Mulberry, Angleton	1, 42, 56
2	Pct 4 Building, 121 N 10th St, West Columbia	2, 10
4	Brazoria Library, 620 S Brooks, Brazoria	4, 32
7	Freeport Library, 410 Brazosport Blvd, Freeport	7, 17
8	Oyster Creek City Hall, 3210 FM 523, Oyster Creek	8
12	Drainage District No. 4 Building, 4805 W Broadway, Pearland	12, 26
14	Sweeny Community Center, 205 W Ashley Wilson Rd, Sweeny	14
15	Danbury Community Center, 6115 5th St, Danbury	15
19	Clute Event Center, 100 Parkview Dr, Clute	19, 48
20	Jones Creek Comm House, 7207 Stephen F Austin Rd, Jones Creek	20
23	Lake Jackson Civic Center, 333 Hwy 332 East, Lake Jackson	22, 23, 30, 43, 45
24	Richwood City Hall, 1800 N Brazosport Blvd, Richwood	24
29	Westside Event Center, 2150 Countryplace Pkwy, Pearland	27, 29, 54
36	Pearland Recreation Center, 4141 Bailey Rd, Pearland	13, 36, 47
39	Alvin Library, 105 S Gordon, Alvin	16, 34, 39
40	North Annex, 7313 Corporate Dr, Manvel	11, 40, 53, 63, 64
44	Silverlake Recreation Center, 2715 Southwyck Pkwy, Pearland	44, 58, 60, 62
46	Tom Reid Library, 3522 Liberty Dr, Pearland	28, 46
67	Pearland Westside Library, 2803 Business Center Dr #101, Pearland	50, 59, 67, 68
	ONLY OPEN FOR LOCAL ELECTIONS IF THE CITY HAS AN ELECTION	
6	Liverpool City Hall, 8901 CR 171, Liverpool	6, 57
9	Bonney Annex Building, 19025 FM 521, Bonney	9, 21
25	Hillcrest Village Municipal Bldg, 200 W Timberlane, Alvin	25, 35
38	Surfside Beach City Hall, 1304 Monument Dr, Surfside Beach	38
	CLOSING 2019	
3	Nolan Ryan Center, 2925 South Bypass 35, Alvin	3
33	Mims Community Center, 4283 FM 521, Brazoria	33
61	First Church of Pearland, 1850 Broadway, Pearland	51, 52, 61
	CLOSED FOR LOCAL ELECTION	
55	West Annex, 451 N Velasco, Angleton	31, 55
	CLOSED DUE TO FLOOD DAMAGE	
5	Holiday Lakes City Hall, 195 N Texas Ave, Holiday Lakes	5

ATTACHMENT "B"
NOTICE OF EARLY VOTING AT BRANCH POLLING PLACES

Early voting by personal appearance will be conducted at the following locations:

Angleton (Main)East Annex, 1524 E Mulberry
AlvinAlvin Library, 105 S Gordon
BrazoriaBrazoria Library, 620 S Brooks
FreeportFreeport Library, 410 Brazosport Blvd
Lake Jackson.....Lake Jackson Library, 250 Circle Way
ManvelNorth Annex, 7313 Corporate Dr
Pearland EastTom Reid Library, 3522 Liberty Dr
Pearland West.....Westside Event Center, 2150 Countryplace Pkwy
Shadow CreekPearland Westside Library, 2803 Business Center Dr #101
SweenySweeny Community Center, 205 W Ashley Wilson Rd
West Columbia.....Precinct 4 Building 2, 121 N 10th St

DATES AND HOURS:

April 22-26.....8 AM – 5 PM
April 277 AM – 7 PM
April 29-30.....7 AM – 7 PM

Early Voting Clerk

AVISO DE VOTACIÓN ADELANTADA EN LOS SITIOS DE VOTACIÓN AUXILIARES

La votación adelantada en persona se llevará a cabo en los siguientes sitios de esta manera:

*Angleton (Ubicación Principal).....East Annex, 1524 E Mulberry
AlvinAlvin Library, 105 S Gordon
BrazoriaBrazoria Library, 620 S Brooks
FreeportFreeport Library, 410 Brazosport Blvd
Lake JacksonLake Jackson Library, 250 Circle Way
ManvelNorth Annex, 7313 Corporate Dr
Pearland EsteTom Reid Library, 3522 Liberty Dr
Pearland OesteWestside Event Center, 2150 Countryplace Pkwy
Shadow CreekPearland Westside Library, 2803 Business Center Dr #101
SweenySweeny Community Center, 205 W Ashley Wilson Rd
West ColumbiaPrecinct 4 Building 2, 121 N 10th St*

FECHAS Y HORAS

*22-26 de abril8 AM – 5 PM
27 de abril7 AM – 7 PM
29-30 de abril7 AM – 7 PM*

Secretaria de la Votación Adelantada

RESOLUTION NO.2019-0002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; PROVIDING THAT THE ANNUAL ELECTION CALLED BY THE CITY COUNCIL OF SAID CITY FOR THE ELECTION OF A MAYOR AND COUNCIL MEMBERS FOR COUNCIL POSITIONS B and D CALLED FOR THE 4th DAY OF MAY, 2019, BE HELD JOINTLY WITH ALL ELECTIONS CALLED FOR THE SAME DAY BY OTHER POLITICAL SUBDIVISION LOCATED IN BRAZORIA COUNTY, TEXAS; AUTHORIZING THE MAYOR AND THE CITY SECRETARY OF SAID CITY TO EXECUTE AND ATTEST, RESPECTIVELY, A JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES WITH THE COUNTY CLERK OF BRAZORIA COUNTY, TEXAS, WHICH SPECIFIES IN AN ATTACHMENT THERETO THE LOCATION OF THE COMMON POLLING PLACES AND WHICH AGREEMENT MAKES PROVISION FOR THE OFFICERS OF SAID JOINT ELECTION AND THEIR COMPENSATION, ALLOCATES THE EXPENSES OF SUCH JOINT ELECTION AND MAKES PROVISIONS FOR EARLY VOTING, THE BALLOT, BALLOT BOXES, ELECTION FORMS AND RECORDS AND THE CUSTODIAN THEREOF; PROVIDING THAT THIS RESOLUTION SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION; AND PROVIDING THAT THE ORIGINAL OF THIS RESOLUTION SHALL BE MAINTAINED BY THE CITY SECRETARY IN THE PERMANENT RECORDS OF SAID CITY AND A CERTIFIED COPY THEREOF AND OF THE EXECUTED AND ATTESTED AGREEMENT HEREBY AUTHORIZED BE SENT TO THE COUNTY CLERK OF BRAZORIA COUNTY, TEXAS.

WHEREAS, Chapter 271 of the Texas Election Code, authorizes two or more political subdivision of this state located in the same county to hold jointly elections which are held on the same day;; and,

WHEREAS, the City Council of the City has called an election to be held on May 4, 2019, for the election of a Mayor and Council Members for Council Positions B and D on the City Council of the City; and,

WHEREAS, the County Clerk of Brazoria County, Texas, the county in which the City is located, has requested that the City hold such elections jointly with other political subdivisions in said county being held on the same day under the terms and conditions included in a written agreement and contract to be signed by the County Clerk and the appropriate officials of such other political subdivisions to which shall be affixed an attachment specifying the location of the common polling places and which agreement makes provision for the officers of said joint election and their compensation, allocates the expenses of such joint election and makes provisions for early voting, the ballot, ballot boxes, election forms and records and the custodian thereof for such joint election; and,

WHEREAS, the City Council of the City has determined and does here now declare that the adoption of this resolution and the execution of such agreement and contract is necessary to the health, safety and general welfare of the

inhabitants of the City and will facilitate the holding of such elections.

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

First, that the election called by the City Council of the City for May 4, 2019, be held jointly with the elections called by other political subdivision in Brazoria County, Texas, for the same day, and the Mayor and City Secretary of the City are hereby authorized to execute and attest, respectively, a Joint Election Agreement and Contract for Election Services described above in the preamble of this resolution.

Second, that the locations of the common polling places and the officers of said election and their compensation be designated and fixed, the expenses of such joint election be allocated and the provisions for early voting, ballots, ballot boxes, election forms and records and the custodian thereof be made all as provided in said agreement and contract.

Third, that early voting in such joint election as well as voting on the day of such joint election shall be conducted jointly by the County Clerk of said county and the City Secretary of the City and the comparable election officer of all of the other political subdivisions participating in such joint election as provided in said agreement and contract.

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

Fifth, the original of this resolution, after execution and attestation, shall be maintained by the City Secretary in the permanent records of the City and a certified copy hereof, and the executed and attested agreement and contract hereby authorized, be sent to the County Clerk of Brazoria County, Texas.

READ, PASSED AND ADOPTED this _____ day of _____, 2019.

Troy T. Brimage, Mayor,
City of Freeport, Texas

ATTEST:

Laura Tolar, Assistant City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Wallace Shaw, City Attorney,
City of Freeport, Texas

C:\Freeport.Elc\2019-JntElc-Rsl



City Council Agenda Item # 6

Title: Resolution 2019-0002 - 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

Date: January 17, 2019

From: Laura Tolar, Special Projects Coordinator/Asst. City Secretary

Staff Recommendation:

Staff recommends approving the contract with Brazoria County for a Joint Election Agreement and Contract for Election Services.

Item Summary:

This agreement allows Brazoria County to include any races for the City of Freeport on their ballot machines. The election will be held at the Freeport Library. In the event of a runoff, the runoff election will be held here at City Hall, on the first floor, in the space previously used by Texas Gulf Bank.

Background Information:

The City of Freeport annually partners with Brazoria County for elections.

Special Considerations:

None.

Financial Impact:

The rate sheet for the election is attached. The City will have to submit a \$1,500 deposit then the County will invoice the remainder after the election.

Board or 3rd Party recommendation:

None

Supporting Documentation:

Resolution 2019-0002
Contract
Rate Sheet
Vote Center Polling Places
Notice of Early Voting at Branch Polling Places

JOINT CONTRACT FOR ELECTION SERVICES

THIS CONTRACT (this "Agreement") is made effective as of the Effective Date (as defined below), by and between the CITY OF FREEPORT, TEXAS, acting by and through its governing body, hereinafter referred to as "Political Subdivision," and County Clerk of Brazoria County, Texas, hereinafter referred to as "County," and by authority of Section 31.092(a), Texas Election Code, and Chapter 791, Texas Local Government Code, for the conduct and supervision of the Political Subdivision's election to be held on MAY 4, 2019. Political Subdivision and County may be referred to individually as a "Party" and collectively as "the Parties."

This contract is made by and between the CITY OF FREEPORT, TEXAS, acting by and through its governing body, hereinafter referred to as "Political Subdivision," and the County Election Officer of Brazoria County, defined by statute as the County Clerk through the authority set forth in Texas Election Code §§31.091 and 31.092. The purpose of this contract is for the performance of election services as authorized by statute. This contract shall serve as the general contract for each election for which the Political Subdivision requests the assistance of the County Clerk. Provisions specific to each particular election will be included as an attachment to the original contract. Political Subdivision and County Clerk may be referred to individually as "Party" or collectively as "Parties."

RECITALS

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

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

I. ADMINISTRATION

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

It is understood that other political subdivisions may wish to participate in the use of the electronic voting system and polling places, and it is agreed that the County Clerk may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions set forth in the Election Code. Political Subdivision agrees that County Clerk may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and, in such case, all parties sharing common territory shall share a joint ballot on the electronic voting system at the applicable polling places. In such cases, costs shall be divided among the participants.

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

II. LEGAL DOCUMENTS

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

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

III. STATUTORY COMPLIANCE

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

IV. VOTING LOCATIONS

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

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

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Brazoria County Commissioners Court shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. In the event an emergency appointment is necessary, appointment shall be made in accordance with Election Code §32.007, which authorizes the presiding officer of the Brazoria County Commissioners Court to make an emergency appointment. Should that officer not be available, the County Clerk's office shall make emergency appointments of election officials. Upon request by the County Clerk, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

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

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

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

clerks who attend training will be compensated at an hourly rate of \$8.00 as compensation for same.

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

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

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

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

VII. EARLY VOTING

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

As Early Voting Clerk, the County Clerk shall receive applications for early voting ballots to be voted by mail in accordance with Chapter 86 of the Texas Election Code. Any requests for early

voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Department for processing.

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

VIII. EARLY VOTING BALLOT BOARD

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

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

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

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

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

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

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

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

The County Clerk Elections Department shall post all election night results to County website on election night. <http://www.Brazoriacountyvotes.com>.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

The Parties agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on the cost per polling place. Since the County participates in "Vote Centers," all political subdivisions can vote at any location. For billing purposes, each "Vote Center" will be assigned precincts in the area; and if a political subdivision is on the ballot for any of the assigned precincts, they will share in the cost of that voting location.

It is agreed that the normal rental rate charged for the County's voting equipment used on election day shall be divided equally among the participants utilizing each polling location. (See "Exhibit 1" for rental rates.)

Costs for Early Voting by Personal Appearance will be divided by all political subdivisions as follows: Total cost of all entities entered into a contract will be divided by all political subdivisions holding elections on MAY 4, 2019. Costs will be based on registered voters.

Political Subdivision contracting for a runoff shall be responsible for all associated costs.

XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

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

XII. RECORDS OF THE ELECTION

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

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

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

of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XIII. RECOUNTS

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

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

XIV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the election equipment and voting places; it is agreed that the County Clerk may contract with such other districts or political subdivisions for such purposes, and that in such event, there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The County Clerk shall file copies of this document with the County Treasurer and the County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. In the event that legal action is filed contesting the Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the County Clerk, and additional election personnel as necessary.
4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code; however, any action taken is subject to any immunity provided by statute or common law to governmental entities. For purposes of this contract, the County Clerk's office is acting as a governmental entity covered by any immunity available to Brazoria County.
5. The parties agree that under the Constitution and laws of the State of Texas, neither Brazoria County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
6. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.

7. In the event of one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
10. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.
11. **Authorization of Agreement.** This Agreement has been approved and authorized by the governing body of the Political Subdivision.
12. **Purpose, Terms, Rights, and Duties of the Parties.** The purpose, terms, rights, and duties of the Parties shall be as set forth in this Agreement.
13. **Payments from Current Revenues.** Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to that paying Party.
14. **Fair Compensation.** The Parties acknowledge and agree that each of the payments contemplated by this Agreement fairly compensate the performing Party.
15. **Termination.** At any time and for any reason, either Party may terminate this Agreement by providing thirty (30) days' written notice of termination to the other Party.
16. **Funding.** The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any Party fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of any Party fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to that Party and that Party shall then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by a Party to discharge its obligations under this Agreement are expended, the other Party's ***sole and exclusive remedy*** shall be to terminate this Agreement.
17. **No Joint Enterprise.** The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties.
18. **Public Information.** This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code Chapter 552, et seq.,

as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.

19. **No Third-Party Beneficiaries.** This Agreement is entered solely by and between, and may be enforced only by and among the Parties. Except as set forth herein, this Agreement shall not be deemed to create any rights in, or obligations to, any third parties.
20. **No Personal Liability.** Nothing in this Agreement shall be construed as creating any personal liability on the part of any employee, officer, or agent of any Party to this Agreement.
21. Nothing in this Agreement requires that either the Political Subdivision or County incur debt, assess or collect funds, or create a sinking fund.
22. **Sovereign Immunity Acknowledged and Retained.** **THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE CITY AND THE COUNTY RETAIN ALL GOVERNMENTAL IMMUNITIES.**

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that the Political Subdivision's obligation under the terms of this agreement shall be DETERMINED AFTER THE ELECTION. Political Subdivision agrees to pay to County a deposit of \$1,500.00. This deposit shall be paid to County within 10 business days after the final candidate filing deadline. The final candidate filing deadline is February 15, 2019. Therefore, deposit is due by **MARCH 4, 2019**. The exact amount of the Political Subdivision's obligation under the terms of this Agreement shall be calculated after the MAY 4, 2019, election; and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to County the balance **due within thirty (30) days after receipt of the final invoice from the County's Election Department**. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties.

(1) On the _____ day of _____, 2019 been executed on behalf of the County Clerk by the County Clerk pursuant to the Texas Election Code;

(2) On the _____ day of _____, 2019 been executed on behalf of the Political Subdivision by its Mayor or authorized representative, pursuant to an action of the Political Subdivision.

BRAZORIA COUNTY, COUNTY CLERK by

Joyce Hudman, County Clerk

ATTEST:

CITY OF FREEPORT, TEXAS

By _____

Presiding Officer or Authorized Representative
CITY OF FREEPORT

“EXHIBIT 1”

ELECTION EQUIPMENT RENTAL RATES FOR BRAZORIA COUNTY

MAY (COUNTYWIDE JOINT)

EQUIPMENT RENTAL

CONTROLLER	\$365.00 each
ACCESS WITH TOUCH UNIT (DAU).....	\$350.00 each
TOUCH UNITS	\$325.00 each
POLLPADS	\$50.00 each
MI-FI/ HOTSPOT	\$50.00 each

This is not a daily charge. This price is for the entire election even if it is for 12 days of voting.

OTHER CHARGES

Programming	\$300.00
Tabulating.....	\$150.00
Equipment Delivery and Pickup	
Truck Rental (per delivery location).....	\$25.00
Labor (Per delivery location).....	\$75.00
Supply tubs EV-ED (see attached list for contents).....	\$75.00
Mail Ballots kits including postage... ..Domestic...\$1.74...Overseas...\$2.36	
Publications charged based on % of registered voters.....	TBD..

Workers-Judges	\$12.00 per hour -Overtime rate \$18.00 per hour
Clerks	\$10.00 per hour- Overtime rate \$15.00 per hour

ELECTION DAY

For Election Day, we calculate a worksheet for each location the total cost for each Election Day location is divided between the political subdivisions that are on the ballot at that location. All political subdivisions in Brazoria County have agreed that if a political subdivision has less than 20 registered voters at a location, they are on the ballot at no charge.

EARLY VOTING

For Early Voting we also calculate worksheets for each of the 10-11 early voting locations. Once we have the total cost for all locations, we do a spreadsheet that divides the cost between all political subdivisions based on the percentage of registered voters in each. Since we have large and small cities in our county, the minimum charge for early voting was set at \$325.00 which was decided by the subdivisions since no political subdivision can hold an election without renting a Controller, Access w/touch (DAU) and supply tub. The new minimum charge as of 2019 will be \$800.00.

OVERTIME

We keep a record of our overtime for the May Elections and the staff gets paid overtime. Since we charge for programming and tabulations that money goes towards the employee's overtime. If we have more overtime than covered by a calculated programming and tabulation fees, we will add in the additional overtime when sending the final bills.

NOVEMBER (COUNTYWIDE JOINT)

For November Elections, the Election Day charges are calculated just like the countywide joint in May. If the only political subdivisions at a location are Brazoria County and one city, the cost is divided by 2.

Early Voting

For November Elections we do not charge political subdivision a portions of all Early Voting locations. Most of these political subdivisions would only open 1-3 early voting location if it were their choice. Therefore, we will charge them for one judge and two clerks for the entire period of early voting. (3 Poll workers are required at a polling location.) They would have that charge if they opened their own location. All other charges are absorbed by the county. The political subdivision does not pay for rental of the equipment, supplies, delivery.

Charges will include mail ballots, and publications if any.

If your entity would open up more than one EV location during a runoff then you would then be charged for each additional location. For example if your area would open up 3 EV locations then you would be charged for 3 Judges and 6 clerks for the entire period of early voting.

"Attachment A" SUBJECT TO CHANGE

VOTE CENTER LOCATIONS- MAY 2019

Home Pct #	Polling Place	Precincts that formerly voted at this Location
1	East Annex (Old Walmart), 1524 E Mulberry, Angleton	1, 42, 56
2	Pct 4 Building, 121 N 10th St, West Columbia	2, 10
4	Brazoria Library, 620 S Brooks, Brazoria	4, 32
7	Freeport Library, 410 Brazosport Blvd, Freeport	7, 17
8	Oyster Creek City Hall, 3210 FM 523, Oyster Creek	8
12	Drainage District No. 4 Building, 4805 W Broadway, Pearland	12, 26
14	Sweeny Community Center, 205 W Ashley Wilson Rd, Sweeny	14
15	Danbury Community Center, 6115 5th St, Danbury	15
19	Clute Event Center, 100 Parkview Dr, Clute	19, 48
20	Jones Creek Comm House, 7207 Stephen F Austin Rd, Jones Creek	20
23	Lake Jackson Civic Center, 333 Hwy 332 East, Lake Jackson	22, 23, 30, 43, 45
24	Richwood City Hall, 1800 N Brazosport Blvd, Richwood	24
29	Westside Event Center, 2150 Countryplace Pkwy, Pearland	27, 29, 54
36	Pearland Recreation Center, 4141 Bailey Rd, Pearland	13, 36, 47
39	Alvin Library, 105 S Gordon, Alvin	16, 34, 39
40	North Annex, 7313 Corporate Dr, Manvel	11, 40, 53, 63, 64
44	Silverlake Recreation Center, 2715 Southwyck Pkwy, Pearland	44, 58, 60, 62
46	Tom Reid Library, 3522 Liberty Dr, Pearland	28, 46
67	Pearland Westside Library, 2803 Business Center Dr #101, Pearland	50, 59, 67, 68
	ONLY OPEN FOR LOCAL ELECTIONS IF THE CITY HAS AN ELECTION	
6	Liverpool City Hall, 8901 CR 171, Liverpool	6, 57
9	Bonney Annex Building, 19025 FM 521, Bonney	9, 21
25	Hillcrest Village Municipal Bldg, 200 W Timberlane, Alvin	25, 35
38	Surfside Beach City Hall, 1304 Monument Dr, Surfside Beach	38
	CLOSING 2019	
3	Nolan Ryan Center, 2925 South Bypass 35, Alvin	3
33	Mims Community Center, 4283 FM 521, Brazoria	33
61	First Church of Pearland, 1850 Broadway, Pearland	51, 52, 61
	CLOSED FOR LOCAL ELECTION	
55	West Annex, 451 N Velasco, Angleton	31, 55
	CLOSED DUE TO FLOOD DAMAGE	
5	Holiday Lakes City Hall, 195 N Texas Ave, Holiday Lakes	5

ATTACHMENT "B"
NOTICE OF EARLY VOTING AT BRANCH POLLING PLACES

Early voting by personal appearance will be conducted at the following locations:

Angleton (Main)East Annex, 1524 E Mulberry
AlvinAlvin Library, 105 S Gordon
BrazoriaBrazoria Library, 620 S Brooks
FreeportFreeport Library, 410 Brazosport Blvd
Lake Jackson.....Lake Jackson Library, 250 Circle Way
ManvelNorth Annex, 7313 Corporate Dr
Pearland EastTom Reid Library, 3522 Liberty Dr
Pearland West.....Westside Event Center, 2150 Countryplace Pkwy
Shadow CreekPearland Westside Library, 2803 Business Center Dr #101
Sweeny.....Sweeny Community Center, 205 W Ashley Wilson Rd
West Columbia.....Precinct 4 Building 2, 121 N 10th St

DATES AND HOURS:

April 22-26.....8 AM – 5 PM
April 277 AM – 7 PM
April 29-30.....7 AM – 7 PM

Early Voting Clerk

AVISO DE VOTACIÓN ADELANTADA EN LOS SITIOS DE VOTACIÓN AUXILIARES

La votación adelantada en persona se llevará a cabo en los siguientes sitios de esta manera:

*Angleton (Ubicación Principal).....East Annex, 1524 E Mulberry
AlvinAlvin Library, 105 S Gordon
BrazoriaBrazoria Library, 620 S Brooks
FreeportFreeport Library, 410 Brazosport Blvd
Lake JacksonLake Jackson Library, 250 Circle Way
ManvelNorth Annex, 7313 Corporate Dr
Pearland EsteTom Reid Library, 3522 Liberty Dr
Pearland OesteWestside Event Center, 2150 Countryplace Pkwy
Shadow CreekPearland Westside Library, 2803 Business Center Dr #101
SweenySweeny Community Center, 205 W Ashley Wilson Rd
West ColumbiaPrecinct 4 Building 2, 121 N 10th St*

FECHAS Y HORAS

*22-26 de abril.....8 AM – 5 PM
27 de abril7 AM – 7 PM
29-30 de abril.....7 AM – 7 PM*

Secretaria de la Votación Adelantada

RESOLUTION NO.2019-0002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; PROVIDING THAT THE ANNUAL ELECTION CALLED BY THE CITY COUNCIL OF SAID CITY FOR THE ELECTION OF A MAYOR AND COUNCIL MEMBERS FOR COUNCIL POSITIONS B and D CALLED FOR THE 4th DAY OF MAY, 2019, BE HELD JOINTLY WITH ALL ELECTIONS CALLED FOR THE SAME DAY BY OTHER POLITICAL SUBDIVISION LOCATED IN BRAZORIA COUNTY, TEXAS; AUTHORIZING THE MAYOR AND THE CITY SECRETARY OF SAID CITY TO EXECUTE AND ATTEST, RESPECTIVELY, A JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES WITH THE COUNTY CLERK OF BRAZORIA COUNTY, TEXAS, WHICH SPECIFIES IN AN ATTACHMENT THERETO THE LOCATION OF THE COMMON POLLING PLACES AND WHICH AGREEMENT MAKES PROVISION FOR THE OFFICERS OF SAID JOINT ELECTION AND THEIR COMPENSATION, ALLOCATES THE EXPENSES OF SUCH JOINT ELECTION AND MAKES PROVISIONS FOR EARLY VOTING, THE BALLOT, BALLOT BOXES, ELECTION FORMS AND RECORDS AND THE CUSTODIAN THEREOF; PROVIDING THAT THIS RESOLUTION SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION; AND PROVIDING THAT THE ORIGINAL OF THIS RESOLUTION SHALL BE MAINTAINED BY THE CITY SECRETARY IN THE PERMANENT RECORDS OF SAID CITY AND A CERTIFIED COPY THEREOF AND OF THE EXECUTED AND ATTESTED AGREEMENT HEREBY AUTHORIZED BE SENT TO THE COUNTY CLERK OF BRAZORIA COUNTY, TEXAS.

WHEREAS, Chapter 271 of the Texas Election Code, authorizes two or more political subdivision of this state located in the same county to hold jointly elections which are held on the same day;; and,

WHEREAS, the City Council of the City has called an election to be held on May 4, 2019, for the election of a Mayor and Council Members for Council Positions B and D on the City Council of the City; and,

WHEREAS, the County Clerk of Brazoria County, Texas, the county in which the City is located, has requested that the City hold such elections jointly with other political subdivisions in said county being held on the same day under the terms and conditions included in a written agreement and contract to be signed by the County Clerk and the appropriate officials of such other political subdivisions to which shall be affixed an attachment specifying the location of the common polling places and which agreement makes provision for the officers of said joint election and their compensation, allocates the expenses of such joint election and makes provisions for early voting, the ballot, ballot boxes, election forms and records and the custodian thereof for such joint election; and,

WHEREAS, the City Council of the City has determined and does here now declare that the adoption of this resolution and the execution of such agreement and contract is necessary to the health, safety and general welfare of the

inhabitants of the City and will facilitate the holding of such elections.

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

First, that the election called by the City Council of the City for May 4, 2019, be held jointly with the elections called by other political subdivision in Brazoria County, Texas, for the same day, and the Mayor and City Secretary of the City are hereby authorized to execute and attest, respectively, a Joint Election Agreement and Contract for Election Services described above in the preamble of this resolution.

Second, that the locations of the common polling places and the officers of said election and their compensation be designated and fixed, the expenses of such joint election be allocated and the provisions for early voting, ballots, ballot boxes, election forms and records and the custodian thereof be made all as provided in said agreement and contract.

Third, that early voting in such joint election as well as voting on the day of such joint election shall be conducted jointly by the County Clerk of said county and the City Secretary of the City and the comparable election officer of all of the other political subdivisions participating in such joint election as provided in said agreement and contract.

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

Fifth, the original of this resolution, after execution and attestation, shall be maintained by the City Secretary in the permanent records of the City and a certified copy hereof, and the executed and attested agreement and contract hereby authorized, be sent to the County Clerk of Brazoria County, Texas.

READ, PASSED AND ADOPTED this _____ day of _____, 2019.

Troy T. Brimage, Mayor,
City of Freeport, Texas

ATTEST:

Laura Tolar, Assistant City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Wallace Shaw, City Attorney,
City of Freeport, Texas

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City Council Agenda Item # 7

Title: Ordinance 2019-0001 - Calling the Annual General Election for the City of Freeport for the first Saturday in May, being May 4, 2019 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

Date: January 17, 2019

From: Laura Tolar, Special Projects Coordinator/Asst. City Secretary

Staff Recommendation:

Staff recommends holding the Election on May 4, 2019.

Item Summary:

The 2019 election will be for Mayor, Ward B and Ward D

Background Information:

None.

Special Considerations:

None.

Financial Impact:

The cost of the election will be approximately \$3,000 based on previous elections.

Board or 3rd Party recommendation:

None

Supporting Documentation:

Ordinance 2019-0001

ORDINANCE NO. 2019-0001

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; CALLING THE ANNUAL GENERAL ELECTION FOR THE CITY OF FREEPORT FOR THE FIRST SATURDAY IN MAY, 2019, BEING MAY 4, 2019, 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; PROVIDING POLLING PLACES FOR SAID ELECTION; ESTABLISHING THE QUALIFICATIONS FOR CANDIDATES FOR THE OFFICES TO BE VOTED UPON; PROVIDING FOR APPLICATIONS FOR CANDIDATES AND SPECIFYING A FILING DEAD LINE AND THE DATE WHEN FILING MAY BEGIN; PROVIDING FOR THE QUALIFICATION OF ELECTORS; APPOINTING THE OFFICERS OF SAID ELECTION AND DESIGNATING THE NUMBER OF CLERKS TO ASSIST IN CONDUCTING SAID ELECTION AND THE COMPENSATION TO BE PAID THE ELECTION JUDGE AND CLERKS; PROVIDING 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, pursuant to Section 3.01 of the Home Rule Charter of the City of Freeport, Texas ("the City"), Troy T. Brimage was elected Mayor and BROOKS BASS and ROY YATES were elected on the first Saturday in May, 2017, to Council Position B and Council Position D on the City Council of the City, respectively, for a two (2) year term each; and,

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

SECTION ONE--Election for Mayor and Wards B and D Called.

Pursuant to said Section 3.01, the Mayor and City Council hereby order and ordain, respectively, that an election required to be held in the City at large for Mayor, a position now held by TROY T. BRIMAGE, and in Wards B and D for Council Position B and D, now held by BROOKS BASS and ROY YATES, respectively, be hold on the first Saturday in May of 2019, being May 4, 2019, between the hours of 7:00 o'clock a.m. and 7:00 o'clock p.m., each such election being for a term of two (2) years.

SECTION TWOB-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 two (2) municipal polling places, one located outside the City of Freeport at the Oyster Creek City Hall, located at 3210 FM 523 in the Village of Oyster Creek, Texas, where voters residing in Brazoria County Election Precinct 8 and also residing within the City of Freeport shall vote on election day and one within the City of Freeport located at the Freeport Library, 410 Brazosport Blvd., Freeport, Brazoria County, Texas, where all other voters residing within the City shall vote on election day.

SECTION THREE--Candidates, Applications and Filing Fees.

(a) Everyone who has attained the age of eighteen (18) years, who has resided within the incorporated limits of the City for a period of six (6) months immediately preceding the last day on which a candidate's application for a place on the ballot could be delivered to the City Secretary, as hereinafter provided, shall be eligible to become a candidate for the office of Mayor of the City by filing a sworn application, as hereinafter provided.

(b) Everyone who has attained the age of eighteen (18) years, who has resided within the incorporated limits of the City for a period of six (6) months immediately preceding the last day on which a candidate's application for a place on the ballot could be delivered to the City Secretary, as hereinafter provided, and who:

(1) resides in Ward B, as defined in said Ordinance No. 2002-2001, on the day such application is filed, shall be eligible to become a candidate for the office of Council Position B by filing a sworn application, as hereinafter provided; and,

(2) resides in Ward D, as defined in said Ordinance No. 2002-2001, on the day such application is filed, shall be eligible to become a candidate for the office of Council Position D by filing a sworn application, as hereinafter provided.

(c) Each candidates application shall be in writing, contain the matters set out in Section 141.031, Texas Election Code and be filed with the City Secretary of the City.

(d) An application may not be filed earlier than the ninety-first (91st) day before the day hereinabove specified for said election and must be filed not later than 5:00 o'clock p.m. of the sixty-first (61) day preceding the day hereinabove specified for said election, being February 2, 2019, and March 4, 2019, respectively.

SECTION FOUR--Electors.

Every person eligible to vote under the provisions of Chapter 11 of Title 2 of the Texas Election Code who is a resident of the City and who is duly registered to vote in the county election precinct where and on the day on which he or she votes, shall be entitled to vote for or against the candidates for Council Position B, if such voter resides in Ward B as defined in Ordinance No. 2002-2001, and for or against the candidates for Council Position D, if such voter resides in Ward D, as defined in Ordinance No. 2002-2001.

SECTION FIVE--Officers of Election and Compensation Thereof.

The Presiding Judge, Alternate Presiding Judge and clerks needed on the day of election for the election called by this ordinance, for the early ballot board and the central counting station shall be appointed, have the duties and be compensated 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.

SECTION SIX--Early Voting.

Early voting shall begin on April 22, 2019, and ends on April 30, 2019, 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 22, 2019, through Friday, April 26, 2019, and between the hours of 7:00 a.m. through 7:00 p.m. on Saturday, April 27, 2019, Monday, April 29, 2019, and Tuesday, April 30, 2019, to-wit:

<u>Angleton Main Location:</u>	East Annex (Old Walmart Building 1524 E. Mulberry, Room 144, Angleton
<u>Alvin Branch Location:</u>	Alvin Library 105 S. Gordon, Alvin
<u>Brazoria Branch Location:</u>	Brazoria Library 620 S. Brooks, Brazoria
<u>Freeport Branch Location:</u>	Freeport Library 410 Brazosport Blvd., Freeport
<u>Lake Jackson Branch Location:</u>	Lake Jackson Library 250 Circle Way, Lake Jackson
<u>Manvel Branch Location:</u>	Courthouse North Annex 7313 Corporate Dr., Manvel
<u>Pearland East Branch Location:</u>	Tom Reid Library 3522 Liberty Dr., Pearland
<u>Pearland West Branch Location:</u>	Westside Event Center 2150 Countryplace Pkwy., Pearland
<u>Shadow Creek Branch Location:</u>	Pearland Westside Library 2803 Business Dr. #101, Pearland
<u>Sweeny Branch Location:</u>	Sweeny Community Center 205 W. Ashley Wilson Rd., Sweeny
<u>West Columbia Branch Location:</u>	Pct. 4 Building 2 121 N. 10 th St., West Columbia

SECTION SEVEN--Method of Voting and Conducting Election.

Both early voting and all voting on the day named above for the holding of said charter amendment election shall be in the manner specified in the Joint Election Agreement and Contract for Election Services between the City and the County Clerk of Brazoria County, Texas, mentioned above.

SECTION EIGHT--Notice of Election.

(a) The Mayor of the City is hereby authorized and directed to issue a notice of said special election, including a substantial copy of above and foregoing proposition, and to cause the same to be posted in accordance with Section 4.003(a)(2) of the Election Code for at least twenty-one (21) days prior to the date named above for the holding of said election on the bulletin board used for posting notices of meetings of the City Council.

(b) The City Secretary of the City is hereby authorized and directed to cause a copy of such notice, including a substantial copy of above and foregoing proposition, to be published in a newspaper in accordance with Section 4.003(a)(1) of the Election Code, such publication to be at least ten (10) days before but not more than thirty (30) days before the date named above for the holding of said special election.

SECTION NINE--Ratification and Confirmation by Mayor.

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.

SECTION TEN--Effective Date.

This ordinance shall be effective immediately upon its passage and approval.

READ, PASSED AND APPROVED this ____ day of _____, 2019.

Troy T. Brimage, Mayor,
City of Freeport, Texas

ATTEST:

Laura Tolar, Assistant City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Wallace Shaw, City Attorney,
City of Freeport, Texas

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City Council Agenda Item # 7

Title: Ordinance 2019-0001 - Calling the Annual General Election for the City of Freeport for the first Saturday in May, being May 4, 2019 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

Date: January 17, 2019

From: Laura Tolar, Special Projects Coordinator/Asst. City Secretary

Staff Recommendation:

Staff recommends holding the Election on May 4, 2019.

Item Summary:

The 2019 election will be for Mayor, Ward B and Ward D

Background Information:

None.

Special Considerations:

None.

Financial Impact:

The cost of the election will be approximately \$3,000 based on previous elections.

Board or 3rd Party recommendation:

None

Supporting Documentation:

Ordinance 2019-0001

ORDINANCE NO. 2019-0001

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

SECTION ONE--Election for Mayor and Wards B and D Called.

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(b) Everyone who has attained the age of eighteen (18) years, who has resided within the incorporated limits of the City for a period of six (6) months immediately preceding the last day on which a candidate's application for a place on the ballot could be delivered to the City Secretary, as hereinafter provided, and who:

(1) resides in Ward B, as defined in said Ordinance No. 2002-2001, on the day such application is filed, shall be eligible to become a candidate for the office of Council Position B by filing a sworn application, as hereinafter provided; and,

(2) resides in Ward D, as defined in said Ordinance No. 2002-2001, on the day such application is filed, shall be eligible to become a candidate for the office of Council Position D by filing a sworn application, as hereinafter provided.

(c) Each candidates application shall be in writing, contain the matters set out in Section 141.031, Texas Election Code and be filed with the City Secretary of the City.

(d) An application may not be filed earlier than the ninety-first (91st) day before the day hereinabove specified for said election and must be filed not later than 5:00 o'clock p.m. of the sixty-first (61) day preceding the day hereinabove specified for said election, **being February 2, 2019, and March 4, 2019, respectively.**

SECTION FOUR--Electors.

Every person eligible to vote under the provisions of Chapter 11 of Title 2 of the Texas Election Code who is a resident of the City and who is duly registered to vote in the county election precinct where and on the day on which he or she votes, shall be entitled to vote for or against the candidates for Council Position B, if such voter resides in Ward B as defined in Ordinance No. 2002-2001, and for or against the candidates for Council Position D, if such voter resides in Ward D, as defined in Ordinance No. 2002-2001.

SECTION FIVE--Officers of Election and Compensation Thereof.

The Presiding Judge, Alternate Presiding Judge and clerks needed on the day of election for the election called by this ordinance, for the early ballot board and the central counting station shall be appointed, have the duties and be compensated 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.

SECTION SIX--Early Voting.

Early voting shall begin on April 22, 2019, and ends on April 30, 2019; 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 22, 2019, through Friday, April 26, 2019, and between the hours of 7:00 a.m. through 7:00 p.m. on Saturday, April 27, 2019, Monday, April 29, 2019, and Tuesday, April 30, 2019, to-wit:

<u>Angleton Main Location:</u>	East Annex (Old Walmart Building 1524 E. Mulberry, Room 144, Angleton
<u>Alvin Branch Location:</u>	Alvin Library 105 S. Gordon, Alvin
<u>Brazoria Branch Location:</u>	Brazoria Library 620 S. Brooks, Brazoria
<u>Freeport Branch Location:</u>	Freeport Library 410 Brazosport Blvd., Freeport
<u>Lake Jackson Branch Location:</u>	Lake Jackson Library 250 Circle Way, Lake Jackson
<u>Manvel Branch Location:</u>	Courthouse North Annex 7313 Corporate Dr., Manvel
<u>Pearland East Branch Location:</u>	Tom Reid Library 3522 Liberty Dr., Pearland
<u>Pearland West Branch Location:</u>	Westside Event Center 2150 Countryplace Pkwy., Pearland
<u>Shadow Creek Branch Location:</u>	Pearland Westside Library 2803 Business Dr. #101, Pearland
<u>Sweeny Branch Location:</u>	Sweeny Community Center 205 W. Ashley Wilson Rd., Sweeny
<u>West Columbia Branch Location:</u>	Pct. 4 Building 2 121 N. 10 th St., West Columbia

SECTION SEVEN--Method of Voting and Conducting Election.

Both early voting and all voting on the day named above for the holding of said charter amendment election shall be in the manner specified in the Joint Election Agreement and Contract for Election Services between the City and the County Clerk of Brazoria County, Texas, mentioned above.

SECTION EIGHT--Notice of Election.

(a) The Mayor of the City is hereby authorized and directed to issue a notice of said special election, including a substantial copy of above and foregoing proposition, and to cause the same to be posted in accordance with Section 4.003(a)(2) of the Election Code for at least twenty-one (21) days prior to the date named above for the holding of said election on the bulletin board used for posting notices of meetings of the City Council.

(b) The City Secretary of the City is hereby authorized and directed to cause a copy of such notice, including a substantial copy of above and foregoing proposition, to be published in a newspaper in accordance with Section 4.003(a)(1) of the Election Code, such publication to be at least ten (10) days before but not more than thirty (30) days before the date named above for the holding of said special election.

SECTION NINE--Ratification and Confirmation by Mayor.

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.

SECTION TEN--Effective Date.

This ordinance shall be effective immediately upon its passage and approval.

READ, PASSED AND APPROVED this ____ day of _____, 2019.

Troy T. Brimage, Mayor,
City of Freeport, Texas

ATTEST:

Laura Tolar, Assistant City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Wallace Shaw, City Attorney,
City of Freeport, Texas

C:\Freeport.Elc\2019 Election-Ord



City Council Agenda Items #8 & #9

Title: Consideration of Resolutions for the appointment of members to the Freeport Plan Commission and Freeport Economic Development Corporation Board.

Date: January 22, 2019

From: Tim Kelty, City Manager

Staff Recommendation: Staff recommends that Council make the needed and appropriate appointments to the EDC and Plan Commission. We ask for council to make a motion to approve the resolution with the nomination of the selected candidate(s)

Item Summary: Two vacancies exist on the Board of Directors for the Freeport Economic Development Commission and one on the Plan Commission.

The role of board member for these and other appointed boards and commission members are very important, and careful consideration should be given. Serving on a board is not a right but a privilege, and those that are appointed are appointed to represent of the City Council in their deliberation and decisions. The Statutory authority of City Council to make the appointment, makes the council to a certain extent responsible for the decisions and actions of their appointees.

All appointments to fill vacant offices will be to fulfil the remainder of two-year terms. Each office being considered expires on May 31, 2019 and may be appointed to fill a new two-year term.

Background Information: The City has received completed applications from candidates that have expressed a desire to serve in this capacity. Those applications are attached.

State law and local law requires Planning Commission members reside within the city limits. EDC appointments are not required to reside inside city limits.

Financial Impact: Undetermined

Board or 3rd Party recommendation: None

Supporting Documentation: EDC Nominating Resolution 2019-0003 and Planning Commission Nominating Resolution 2019-0004, candidate applications.

RESOLUTION NO. 2019-0003

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

WHEREAS, the terms of office of the Board of Directors of the Economic Development Corporation of the City of Freeport, Texas ("the City") has become vacant; and,

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

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

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints the following named qualified person to the Board of Directors of the Economic Development Corporation of the City for the remaining term and until a successor for such person shall have been appointed and qualified:

SECTION TWO (2): DUTIES

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

SECTION THREE (3): OATH OF OFFICE

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

READ, PASSED AND ADOPTED this ____ day of _____, 2019.

Troy T. Brimage, Mayor
City of Freeport, Texas

ATTEST:

Laura Tolar, Assistant, City Secretary
City of Freeport, Texas



City Council Agenda Items #8 & #9

Title: Consideration of Resolutions for the appointment of members to the Freeport Plan Commission and Freeport Economic Development Corporation Board.

Date: January 22, 2019

From: Tim Kelty, City Manager

Staff Recommendation: Staff recommends that Council make the needed and appropriate appointments to the EDC and Plan Commission. We ask for council to make a motion to approve the resolution with the nomination of the selected candidate(s)

Item Summary: Two vacancies exist on the Board of Directors for the Freeport Economic Development Commission and one on the Plan Commission.

The role of board member for these and other appointed boards and commission members are very important, and careful consideration should be given. Serving on a board is not a right but a privilege, and those that are appointed are appointed to represent of the City Council in their deliberation and decisions. The Statutory authority of City Council to make the appointment, makes the council to a certain extent responsible for the decisions and actions of their appointees.

All appointments to fill vacant offices will be to fulfil the remainder of two-year terms. Each office being considered expires on May 31, 2019 and may be appointed to fill a new two-year term.

Background Information: The City has received completed applications from candidates that have expressed a desire to serve in this capacity. Those applications are attached.

State law and local law requires Planning Commission members reside within the city limits. EDC appointments are not required to reside inside city limits.

Financial Impact: Undetermined

Board or 3rd Party recommendation: None

Supporting Documentation: EDC Nominating Resolution 2019-0003 and Planning Commission Nominating Resolution 2019-0004, candidate applications.

RESOLUTION NO. 2019-0003

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

WHEREAS, the terms of office of the Board of Directors of the Economic Development Corporation of the City of Freeport, Texas ("the City") has become vacant; and,

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

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

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints the following named qualified person to the Board of Directors of the Economic Development Corporation of the City for the remaining term and until a successor for such person shall have been appointed and qualified:

SECTION TWO (2): DUTIES

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

SECTION THREE (3): OATH OF OFFICE

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

READ, PASSED AND ADOPTED this ____ day of _____, 2019.

Troy T. Brimage, Mayor
City of Freeport, Texas

ATTEST:

Laura Tolar, Assistant, City Secretary
City of Freeport, Texas

RESOLUTION NO. 2019-0004

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

WHEREAS, a position of the Planning Commission of the City of Freeport, Texas ("the City") has become vacant; and,

WHEREAS, the City Council of the City desires to appoint the below named qualified person as member of said Planning Commission.

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

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints the following named qualified person to the Planning Commission of the City for the remaining term and until a successor for such person shall have been appointed and qualified: _____

SECTION TWO (2): DUTIES

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

SECTION THREE (3): OATH OF OFFICE

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

READ, PASSED AND ADOPTED this ____ day of _____, 2019.

Troy T. Brimage, Mayor
City of Freeport, Texas

ATTEST:

Laura Tolar, Assistant, City Secretary
City of Freeport, Texas

Board or 3rd Party recommendation:

None

Supporting Documentation:

Attached

INVITATION TO BID

NOTICE IS HEREBY GIVEN that the City of Freeport, Texas, ("the City") is interested in entering into a contract for installation of concrete, set to grade and stabilized, on (1) Victoria Street from State Highway 288 to northwest of daycare; (2) Pecan Street from alley of 8th & 9th to 11th Street including sidewalks and driveway aprons; (3) Skinner Street from State Highway 288 apron to and including Avenue G intersection plus sidewalks and driveway aprons; (4) Alternate #1: Yellowstone at North Avenue M intersection plus additional street and sidewalks; (5) Alternate #2: Yaupon Street from alley of 8th & 9th Street to dead-end just past 11th Street plus sidewalks and driveways

SEALED BIDS addressed to the City Manager by any person, firm or corporation desiring to perform all of the work described above will be received at the office of the City Secretary located at 200 W. 2nd Street, Freeport, Brazoria County, Texas 77541, during normal business hours until 2:00 o'clock, p.m., on the 11th day of February, 2019, 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 AND SPECIFICATIONS for the above project are available for public inspection at the FREEPORT SERVICE CENTER C/O David Hoelewyn, 510 South Avenue A., Freeport, TX 77541, during normal business hours. A set of such documents may be obtained from such office upon by request.

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 such the replacement of such streets within ten (10) days from the date above.

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.

A Pre-Bid Meeting will be conducted by the Street Department Director on February 4, 2019 at 2 p.m. in the City Hall 2nd Floor Conference Room, Freeport, TX 77541.

BY ORDER OF THE BOARD OF THE CITY COUNCIL this _____ day of _____
2019.

Laura Tolar, 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.

CONCRETE STREETS FOR 2018-2019

Total square footages for repair

Victoria Street

8 inch street paving---approx. 12,250 sq. ft.

6 inch driveways----- approx. 2,580 sq. ft.

Pecan Street

8 inch street paving---approx. 24,000 sq. ft.

6 inch driveways----- approx. 1600 sq. ft.

4 inch sidewalk-----approx. 6400 sq. ft.

Skinner Street

8 inch street paving---approx. 12,000 sq. ft.

6 inch driveways----- approx. 1600 sq. ft.

4 inch sidewalk-----approx. 700 sq. ft.

Yaupon Street (Alternate #1)

8 inch street paving---approx. 35,000 sq. ft.

6 inch driveways----- approx. 3400 sq. ft.

4 inch sidewalk-----approx. 7000 sq. ft.

Yellowstone Street (Alternate #2)

8 inch street paving---approx. 2,250 sq. ft.

4 inch sidewalk-----approx. 580 sq. ft.

Sec. 28-62. - Beach recreation area rules.

In order to provide a safe beach accessible to the general public, the following beach rules shall be established:

(1) *Vehicle traffic and parking.*

- a. No person shall operate a vehicle in a manner that endangers public safety or property. The beach is a public roadway and all applicable vehicle regulations apply.
- b. No person shall operate vehicles not licensed for street use on the beach.
- c. Vehicles must park in designated parking areas.
- d. No person shall operate a vehicle at speeds in excess of 20 miles per hour.
- e. No person shall operate vehicles or park on the dunes.

(2) *Health and sanitation.*

- a. No person shall possess a glass bottle or container on the beach.
- b. No person shall litter.
- c. Campfires are permitted, but must be controlled at all times.
- d. Fireworks are prohibited on the beach and elsewhere within the village limits.
- e. The use of sound systems, radios, or creation of noise so loud as to disturb others is prohibited.
- f. The owner of a dog must restrain such animal at all times.
- g. The owner of a dog over the age of four months shall require such animal to wear a rabies vaccination tag at all times.
- h. No person shall be in possession of a horse on the public beach between the water's edge and the vegetation line from May 15 through September 15, or any Saturday or Sunday in the months of April, May, September and October of each year.
- i. No mobile vendors are allowed.
- j. Temporary vendors on private property only, with a valid village temporary vendor's permit are allowed.

(3) *Miscellaneous.*

- a. The Christmas trees are in place to stop erosion and to rebuild the dunes. No person shall remove trees from dunes or burn trees in the dunes or on the beach.
- b. State of Texas Alcoholic Beverage Law prohibits the public consumption of alcoholic beverages on Sunday between the hours of 1:15 a.m. and 12:00 noon or on any other day between 12:15 a.m. and 7:00 a.m.

(Ord. No. 94-11, § 2(5), 10-11-1994)

Chapter 22 - TRAFFIC AND VEHICLES

ARTICLE I. - IN GENERAL

Sec. 22-1. - Short title.

This chapter shall be known and may be cited as the "Traffic Ordinance of the Town of Quintana, Texas."

(Ord. No. 1992-02, § 1, 1-8-1992)

Sec. 22-2. - Erection of speed limit signs and traffic control devices.

As soon as practical after the effective date of the ordinance from which this chapter is derived or any amendment hereto setting the prima facie speed limit or authorizing the erection of a traffic control device, or both, the mayor is authorized to cause appropriate signs giving notice of such speed limits as are set by this chapter, or any amendment hereto, and to cause such traffic control devices as are authorized by this chapter, or any amendment hereto, to be erected at all appropriate or designated locations, respectively.

(Ord. No. 1992-02, § 2, 1-8-1992)

Sec. 22-3. - Speed limits.

- (a) The prima facie speed limit for vehicles traveling in any direction upon the public beach is fixed at 15 miles per hour.
- (b) The prima facie speed limit for all streets not comprising any portion of the public beach shall be 20 miles per hour, except upon the following streets or portions thereof on which the hereinafter designated prima facie speed limits are hereby fixed: The portion of County Road 723 within the corporate limits of the town, beginning from 16th Street, where it becomes Lamar Street shall be fixed at 35 miles per hour.

(Ord. No. 1992-02, § 3, 1-8-1992; Ord. No. 2001-03, § 2, 6-4-2001; Ord. No. 2009-10, § 1, 10-19-2009)

State Law reference— Authority to alter speed limits, V.T.C.A., Transportation Code § 545.356.

Sec. 22-4. - Stop intersections.

As permitted by V.T.C.A., Transportation Code § 544.003, the town council hereby designates as stop intersections and authorizes the erection of stop signs at the following designated entrances thereto, to wit:

- (1) All four corners of the intersection of Lamar Street and 8th Street, regulating traffic traveling in either direction on Lamar Street and in either direction on 8th Street.
- (2) Cortez Street, at its intersection with County Road 723, on the southeast corner regulating traffic traveling in a northerly direction on Cortez Street.
- (3) 5th Street, at its intersection with Burnett Street, on the southeast and northwest corners, regulating traffic traveling in either direction on 5th Street.
- (4) 5th Street, at its intersection with Holley Street, on the northwest corner, regulating traffic traveling in a southerly direction on 5th Street.
- (5) 14th Street, at its intersection with Lamar Street, on the northwest corner, regulating traffic traveling in a

- southerly direction on 14th Street.
- (6) 9th Street, at its intersection with Lamar Street, on the northwest corner, regulating traffic traveling in a southerly direction on 9th Street.
 - (7) 8th Street, at its intersection with Burnett Street, on the northwest corner, regulating traffic traveling in a southerly direction on 8th Street.
 - (8) Lamar Street, at its intersection with 5th Street, on the northeast corner, regulating traffic traveling in a westerly direction on Lamar Street.
 - (9) Burnett Street, at its intersection with 2nd Street, on the northeast corner, regulating traffic traveling in a westerly direction on Burnett Street.
 - (10) Burnett Street, at its intersection with 8th Street, on the northeast corner, regulating traffic traveling in a westerly direction on Burnett Street.
 - (11) South Lake Street, at its intersection with Sand Dollar Street, on the southeast corner, regulating traffic traveling in a northerly direction on South Lake Street.
 - (12) South Lake Street, at its intersection with C.R. 723, on the southeast corner, regulating traffic traveling in a northerly direction on South Lake Street.
 - (13) Sand Dollar Street, at its intersection with F.M. 1495, on the northeast corner, regulating traffic traveling in a westerly direction on Sand Dollar Street.
 - (14) Sand Dollar Street, at its intersection with South Lake Drive, on the southeast corner, regulating traffic traveling in a northerly direction on Sand Dollar Street.
 - (15) Burnett Street, at its intersection with 8th Street, on the southwest corner, regulating traffic traveling in an easterly direction on Burnett Street.
 - (16) Eighth Street, at its intersection with Burnett Street, on the southeast corner, regulating traffic traveling in a northerly direction on 8th Street.

(Ord. No. 1992-02, § 4, 1-8-1992; Ord. No. 2005-06, §§ 1, 2, 6-20-2005)

Secs. 22-5—22-26. - Reserved.

ARTICLE II. - TRUCK REGULATIONS

Sec. 22-27. - Short title.

This article shall be known and may be cited as the "Truck Regulation Ordinance of the Town of Quintana, Texas."

(Ord. No. 1985-04, § 1, 2-13-1985)

Sec. 22-28. - Definitions and rules of construction.

- (a) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Affirmative defense has the same meaning as that ascribed to it in V.T.C.A., Penal Code § 2.04.

Motor vehicle means every self-propelled device in, upon or by which any person or property is or may be transported but does not include any device moved by human power to which no motor is attached or used exclusively upon stationary rails or tracks.

Other self-propelled vehicle means a motor vehicle, as herein defined, other than a truck, truck-tractor or any motor vehicle designed for carrying passengers when actually in use for the transportation of persons.

Truck means every motor vehicle designed, used or maintained primarily for the transportation of property, with a manufacturer's rated carrying capacity in excess of 2,000 pounds, but does not include those trucks having a smaller capacity and commonly known as pickup trucks, panel delivery trucks and carry-all trucks.

Truck-tractor means every motor vehicle designed or used primarily for drawing other vehicles, and not so constructed as to carry a load other than a part of the weight of the vehicle and load so drawn.

- (b) In any prosecution hereunder in the municipal court of the town, or any other court of competent jurisdiction, the complaint charging a violation of this article need not negate the existence of any affirmative defense contained herein but the existence of the same may be raised by the defendant in such prosecution by way of affirmative defense.

(Ord. No. 1985-04, § 2, 2-13-1985)

Sec. 22-29. - Operation of trucks, truck-tractors and other self-propelled vehicles upon public streets prohibited.

It shall be unlawful for the driver or operator of any truck, truck-tractor or other self-propelled vehicle to drive or operate the same upon any public street within the corporate limits of the town.

(Ord. No. 1985-04, § 3, 2-13-1985)

Sec. 22-30. - Affirmative defenses to operation of trucks, truck-tractors and other self-propelled vehicles.

It is an affirmative defense to the application of section 22-29 if the motor vehicle in question:

- (1) Is one with a gross vehicle weight of less than 48,000 pounds.
- (2) Is one which has displayed thereon a valid permit for such vehicle, issued in conformity with section 22-31.

(Ord. No. 1985-04, § 4, 2-13-1985)

Sec. 22-31. - Permits.

- (a) Upon application made by the owner or the duly authorized agent of the owner of a motor vehicle for a permit, the town secretary shall issue a written permit, which shall also be approved by the building inspector, which permit shall authorize the vehicle described therein to travel upon the public streets of the town, which vehicle has a gross loaded vehicle weight of 48,000 pounds or more. The cost of such permit shall be as established by the town.
- (b) Before such permit is issued, the secretary shall require the applicant to complete a permit application, the form of which has been approved by the town council, which application will contain a written agreement with the town to repair, at the owner's cost, all damages to said streets caused by the operation of said vehicle.

Before the permit is issued, the secretary shall also require the applicant to post a bond with good and sufficient surety to be approved by the building inspector and/or mayor of the town, in the sum of \$500,000.00, to insure and guarantee the performance by the applicant of the terms of such agreement.

- (c) The permit issued shall describe the vehicle, shall specify the dates during which it is in effect, shall describe the maximum number of loads and maximum gross vehicle weight and contain a log to be completed by the operator of said vehicle, which permit form shall be approved by the town council.
- (d) The owner and operator of any vehicle for which a permit has been issued shall fully comply with all of the terms, conditions, restrictions and regulations contained in said permit, including, but not limited to, the maintaining and keeping current of the log contained in said permit. The owner or operator shall display the permit on demand by an officer of the town.
- (e) Only the majority of the town council present and voting at any regular or special meeting thereof may authorize the return of any bond, if such return is requested by the owner.
- (f) The town council may, at its discretion, waive the required permit fee and/or surety bond on a case-by-case basis.

(Ord. No. 1985-04, § 5, 2-13-1985; Ord. No. 2008-04, § 1, 5-12-2008; Ord. No. 2014-09, 10-15-2014)

Sec. 22-32. - Signs.

The mayor is hereby authorized and directed to cause appropriate signs conforming to the manual and specifications for uniform traffic control devices as adopted by the state highway commission, giving notice of the provisions of section 22-29, such signs to be erected at appropriate locations within said town. Provided, however, the absence of any such sign or the failure of any driver or operator to see such sign shall not be a defense in any prosecution under the provisions of section 22-29.

(Ord. No. 1985-04, § 6, 2-13-1985)

Secs. 22-33—22-54. - Reserved.

ARTICLE III. - GOLF CARTS

Sec. 22-55. - Designated areas and times for use.

- (a) Golf carts are allowed on all streets except where speed limits exceed 35 miles per hour (except for access to cross such streets or roadways).
- (b) Golf carts may only be driven during daylight hours.

(Ord. No. 2014-03, 4-14-2014)

Sec. 22-56. - Requirements.

The following are requirements for the use of golf carts in the town: Golf carts must have a "Slow Moving Vehicle" reflective sign on the back of the cart.

(Ord. No. 2014-03, 4-14-2014)



City Council Agenda Item #10

Title: Consideration of advertising an invitation to bid and setting a bid date for city approval of the street plan for 2018/2019 fiscal year.

Date: January 18, 2019

From: David Hoelewyn, Director of Streets Department

Staff Recommendation:

Staff recommends approval of the proposed street improvement plan for fiscal year 2018/2019

Item Summary:

Streets included in the 2018/2019 concrete street improvement plan include:

Victoria Street from Highway 288 northwest to the daycare

Pecan Street from the alley of 8th & 9th to 11th street

Skinner Street & Avenue G intersection also, street from back to Highway 288 apron

Yellowstone @ N. Avenue M intersection plus additional street and sidewalks (Alternate 1)

Yaupon Street from 8th Street to 11th Street plus sidewalks (Alternate 2)

Background Information:

The city will seek bids for this work based on square foot charge for concrete repairs and will bring the contract for work back to council for future consideration when it is secured.

Special Considerations

This is the same process that the City has gone through on an annual basis. The streets listed are in order of priority if the bid exceeds available funds. Additional streets may be brought back with the contract if additional funds are available.

Financial Impact:

\$750,000.00 has been approved for all work in the budget with \$472,624.00 estimated for the city share of the cost for asphalt under the interlocal agreement with the county. The actual concrete cost will be less than the remaining \$277,376.00 and will be determined by the bid.

Board or 3rd Party recommendation:

None

Supporting Documentation:

Attached

INVITATION TO BID

NOTICE IS HEREBY GIVEN that the City of Freeport, Texas, ("the City") is interested in entering into a contract for installation of concrete, set to grade and stabilized, on (1) Victoria Street from State Highway 288 to northwest of daycare; (2) Pecan Street from alley of 8th & 9th to 11th Street including sidewalks and driveway aprons; (3) Skinner Street from State Highway 288 apron to and including Avenue G intersection plus sidewalks and driveway aprons; (4) Alternate #1: Yellowstone at North Avenue M intersection plus additional street and sidewalks; (5) Alternate #2: Yaupon Street from alley of 8th & 9th Street to dead-end just past 11th Street plus sidewalks and driveways

SEALED BIDS addressed to the City Manager by any person, firm or corporation desiring to perform all of the work described above will be received at the office of the City Secretary located at 200 W. 2nd Street, Freeport, Brazoria County, Texas 77541, during normal business hours until 2:00 o'clock, p.m., on the 11th day of February, 2019, 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 AND SPECIFICATIONS for the above project are available for public inspection at the FREEPORT SERVICE CENTER C/O David Hoelewyn, 510 South Avenue A., Freeport, TX 77541, during normal business hours. A set of such documents may be obtained from such office upon by request.

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 such the replacement of such streets within ten (10) days from the date above.

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.

A Pre-Bid Meeting will be conducted by the Street Department Director on February 4, 2019 at 2 p.m. in the City Hall 2nd Floor Conference Room, Freeport, TX 77541.

BY ORDER OF THE BOARD OF THE CITY COUNCIL this _____ day of _____
2019.

Laura Tolar, 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.

CONCRETE STREETS FOR 2018-2019

Total square footages for repair

Victoria Street

8 inch street paving---approx. 12,250 sq. ft.

6 inch driveways----- approx. 2,580 sq. ft.

Pecan Street

8 inch street paving---approx. 24,000 sq. ft.

6 inch driveways----- -approx. 1600 sq. ft.

4 inch sidewalk-----approx. 6400 sq. ft.

Skinner Street

8 inch street paving---approx. 12,000 sq. ft.

6 inch driveways----- -approx. 1600 sq. ft.

4 inch sidewalk-----approx. 700 sq. ft.

Yaupon Street (Alternate #1)

8 inch street paving---approx. 35,000 sq. ft.

6 inch driveways----- -approx. 3400 sq. ft.

4 inch sidewalk-----approx. 7000 sq. ft.

Yellowstone Street (Alternate #2)

8 inch street paving---approx. 2,250 sq. ft.

4 inch sidewalk-----approx. 580 sq. ft.