

# City of Freeport

NOTICE OF PUBLIC MEETING  
THE FREEPORT CITY COUNCIL  
TUESDAY, FEBRUARY 22ND, 2011, 6:30 P.M.  
MUNICIPAL COURT ROOM  
FREEPORT POLICE DEPARTMENT, 430 NORTH BRAZOSPORT BLVD.

## AGENDA FORMAL SESSION

1. Call to Order.
2. Invocation.
3. Pledge of Allegiance.
4. Consideration of approving the February 7th, 2011 Council Minutes.  
Pg. 113-116
5. Attending citizens and their business.
6. Recognition: Sue Green for volunteering her services to monitor the kids at school crossings.
7. Consideration of approving the appointment of Jon Berryhill and Tim Trevino as members of the Freeport Police Reserve Force.
8. Consideration of approving a commercial tax abatement application and setting March 21st, 2011 for a public hearing to consider designating the following described real property located within the corporate boundaries of the City as a reinvestment zone for the purpose of entering into an agreement with the owner(s) thereof granting a tax abatement and instructing the City Attorney to prepare the necessary documents: Maria's Kitchen, 317 S. Ave. A., Block 20, Lot 16,17,18, Velasco Townsite, Tx. Id No., 8110-0252-000. Pg. 117-121
9. Consideration of a request from the Fraternity of Eagles Aerie # 3111 to conduct their Annual Scholarship Shoot every Sunday from noon to 4:00 p.m. beginning March 6th, 2011 through May 15th, 2011. Pg. 122
10. Consideration of advertising for bids and setting a bid date for March 21st, 2011 for the demolition of structures located on 119 S. Gulf Boulevard, Block 6, Lot 15-21, Velasco Townsite, which have been determined to be unsafe by the City Council of the City. Pg. 123-131

- 11 . Consideration of authorizing the Mayor to sign an interlocal agreement with Brazoria County and the City of Freeport to participate in a regional hazard mitigation plan. Pg. 132-135
12. Consideration of approving any action taken as a result of an Executive Session.

Work Session:

- A. Discussion regarding the First Choice Power energy contract, expiring July 31<sup>st</sup>, 2011. Pg. 136-139

Executive Session:

- A. Section 551.071, Government Code:  
Consultation with City Attorney concerning pending or contemplated litigation, settlement offers or other matter in which his duty to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Government Code.
- B. Section 551.073, Government Code:  
Deliberations concerning the evaluation, duties, discipline of a public officer or employee or to hear a complaint or charge against an officer or employee, to wit:

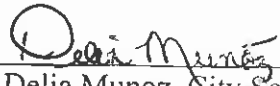
Nicole Mireles

Adjourn

NOTE: ITEMS NOT NECESSARY DISCUSSED IN THE ORDER THEY APPEAR ON THE AGENDA. THE COUNCIL, AT ITS DISCRETION, MAY TAKE ACTION ON ANY OR ALL OF THE ITEMS AS LISTED.

This notice is posted pursuant to the Texas Open Meeting Act. (Chapter 551, Government Code). In compliance with the American with Disabilities Act, the City of Freeport will provide for reasonable accommodations for persons attending City Council Meetings. Request should be received 48 hours to the meetings. Please contact the City Secretary office at 979-233-3526.

I, Delia Muñoz, City Secretary, for the City of Freeport, Texas certify that this agenda was posted on the official bulletin board/glass door of City Hall, facing the rear parking lot of the building, with 24 hours a day public access, 200 W. 2<sup>nd</sup> Street, Freeport, Texas, February 18th, 2011 at or before 5:00 a.m.

  
\_\_\_\_\_  
Delia Munoz, City Secretary  
City of Freeport, Texas

State of Texas

County of Brazoria

City of Freeport, Texas

BE IT REMEMBERED, that the City Council of the City of Freeport, met on Monday, February 7th, 2011, at 6:30 p.m. at the Freeport Police Department, Municipal Court Room, 430 North Brazosport Boulevard, for the purpose of considering the following agenda items:

City Council:                    Larry L. McDonald  
   Michelle Kent  
   Fred Bolton  
   Nicole Mireles  
   Norma M. Garcia

Staff:                                Jeff Pynes, City Manager  
   Gilbert Arispe, Administrative Asst.  
   Wallace Shaw, City Attorney  
   Delia Munoz, City Secretary  
   Nat Hickey, Property Manager  
   Gary Pohl, Marshal  
   Ty Morrow, Police Chief  
   Brian Davis, Fire Chief

Visitors:                            Jim Pirrung                    Dorothy Pirrung  
   Manning Rollerson        Rosa McDonald  
   Ken Corley                    Sharon Ponley  
   Pat Webb                     Roy Edwards  
   Jan Edwards                 Jerry Meeks  
   Winston Rossow             Charlotte Heard

Call to Order.

Mayor McDonald called the meeting to order at 6:30 p.m.

Invocation.

Wallace Shaw offered the invocation.

Pledge of Allegiance.

Mayor McDonald led the Pledge of Allegiance.

Consideration of approving the January 18th, 2011 Council Minutes.

On a motion by Councilwoman Kent, seconded by Councilwoman Mireles, with all present voting "aye", Council unanimously approved the January 18th, 2011 Council Minutes.

Attending citizens and their business.

Manning Rollerson asked Council to investigate two officers that are harassing him and his family.

Consideration of rescheduling February 21st., 2011 council meeting to February 22nd, 2011 to observe President's Day holiday.

On a motion by Councilwoman Garcia, seconded by Councilwoman Kent, with all present voting "aye", Council unanimously approved to reschedule February 21st., 2011 council meeting to February 22nd, 2011 to observe President's Day.

Consideration of a request to install a 40 sq. ft. ( 5 x 8 ft), 42 inches above ground level, LED sign at R. O'Hara Lanier Middle School, 522 North Ave. B., Freeport, Texas.

On a motion by Councilwoman Kent, seconded by Councilwoman Garcia, with all present voting "aye", Council unanimously approved a request to install a 40 sq. ft. (5 x 8), 42 inches above ground level, LED sign at R. O'Hara Lanier Middle School, 522 North Ave. B., Freeport, Texas.

Consideration of approving Resolution No. 2011-2251 authorizing the Mayor and the City Secretary of said City to execute and attest a Joint Election Agreement and contract for Election Services with the County Clerk, Brazoria County, Angleton Texas for the May 14th, 2011, regular election.

On a motion by Councilwoman Garcia, seconded by Councilwoman Mireles, with all present voting "aye", Council unanimously approved Resolution No. 2011-2251 authorizing the Mayor and the City Secretary of said City to execute and attest a Joint Election Agreement and contract for Election Services with the County Clerk, Brazoria County, Angleton Texas for the May 14th, 2011, regular election.

Consideration of approving Resolution No. 2011-2252 appointing a qualified person to fill an unexpired term of Lance Olshovsky on the Freeport Historical Board and Main Street Advisory Board of said City.

On a motion by Councilwoman Kent to appoint Cliff Shimek to fill an unexpired term on the Freeport Historical Board and Main Street Advisory Board of said City, seconded by Councilman Bolton, with all present voting 2 to 3. Motion failed. Councilwoman Mireles, Councilwoman Garcia and Mayor McDonald opposed.

On a motion by Councilwoman Mireles, seconded by Councilwoman Garcia, with all present voting “aye”, Council unanimously approved Resolution No. 2011-2252 appointing Sandra Loeza to fill an unexpired term on the Freeport Historical Board and Main Street Advisory Board of said City.

Consideration of approving Resolution No. 2011-2253 appointing a qualified person to fill an unexpired term of Dana Glenn on the Senior Citizens Commission of said City.

On a motion by Councilwoman Mireles, seconded by Councilwoman Kent, with all present voting “aye”, Council unanimously approved Resolution No. 2011-2253 appointing Shirley Theriot to fill an unexpired term on the Senior Citizens Commission of said City.

Brazoria Mayor Ken Corley challenges the City Council to participate in a tug of war, known as the Battle on the Bernard River.

On a motion by Councilwoman Garcia, seconded by Councilwoman Kent, with all present voting “aye”, Council unanimously approved to participate in a tug of war, known as the Battle on the Bernard River, with the City of Brazoria.

Consideration of approving any action taken as a result of an Executive session.

Mayor McDonald opened the Formal Session at 7:41 p.m. to take action on Section 551.073, Government Code:

Deliberations concerning a negotiated contract for a prospective gift or donation to the City when deliberation is an open meeting might have a detrimental affect on the position of the City in negotiations with a third person.

On a motion by Councilwoman Mireles, seconded by Councilwoman Kent, with a present voting “aye”, Council approved to accept Block 60, Lot 1, Freeport Townsite and allow the City Manager to seek proposals for development.

Mayor McDonald closed the Formal Agenda and opened the Executive Session at 6:47 p.m.

Executive Session

A. Section 551.073, Government Code

Deliberations concerning a negotiated contract for a prospective gift or donation to the City when deliberation is an open meeting might have a detrimental affect on the position of the City in negotiations with a third person.

Action taken in formal session

B. Section 551.074, Government Code

Deliberations concerning the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee, to wit:

- City Manager  
(no action taken)

Adjourn

On a motion by Councilwoman Kent, seconded by Councilwoman Garcia, with all present voting “aye”, the meeting was adjourned at 7:42 p.m.

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Mayor – Larry L. McDonald

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City Secretary – Delia Munoz

APPLICATION FOR TAX ABATEMENT  
COMMERCIAL/INDUSTRIAL

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

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

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

APPLICANT INFORMATION

Company Name: Marias kitchen Submittal Date: 2/7/11

Address: 317 S. Ave A, Freeport Texas 77541

Name/Address/Telephone of Company contact on this project:

Maria Rivera  
1703 N. Ave N. Freeport, Tx 979-230-6566

PROJECT INFORMATION

Check type of facility to be abated:

Manufacturing  Regional Distribution   
Regional Service  Regional Entertainment Center   
Research  Other Basic Industry

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

317 S. Ave A TX ID #  
BK 20 lots 16, 17, 18 Velasco townsite 8110-0252.000

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

Proposed facility located in the following taxing jurisdictions:

School District Brazoria Independent School District  
Drainage District Velasco Drainage District  
City City of Freeport  
Other Taxing Jurisdictions: Brazoria County  
Port Freeport

Describe product or service to be provided: Food Service

This application is for a: New Facility  Expansion

PROJECT DESCRIPTION

Please attach a statement which:

New Restaurant 2,500 sq ft.

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

ECONOMIC IMPACT INFORMATION

A. Estimated cost of improvements:

Real Estate                    \$ 6,500.00  
 Personal Property            \$ 32,800.00

B. Permanent employment estimates:

If existing facility, current plant employment: 4  
 Estimated number of jobs retained: 4 jobs created: ( )  
 Number of employees anticipated at start up: 4 within 1 yr. 0

C. Construction employment estimates:

Construction to start:    Month: \_\_\_\_\_ Year: 2007  
 Construction to be completed: Month: NOV Year: 2010  
 Number of construction jobs anticipated: At start: 0  
 Peak 15 Finish: 2

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

Number of families transferred to area: 0  
 Number of students added to ISD: 0

E. City Impact estimates:

Volume of treated water required from city: 0  
 Volume of effluent water to be treated by city: 0

Has permitted been started? Yes  No

F. Estimated appraised value on site:

141,000



LAND PERSONAL IMPROVEMENTS  
PROPERTY

Valuation of existing property as of January 1, preceding this abatement Application

\$ 7,030 - \$ 32,800 \$ 141,000

Valuation of Personal Property and Improvements, not subject to Abatement, excluding exempt Pollution Control Equipment, upon completion of the project subject to this application

\$  $\phi$  \$ 32,800 \$

Estimated value, upon completion of project of exempt pollution control equipment.

\$  $\phi$  \$  $\phi$  \$  $\phi$

Estimated value of abated improvements after abatement agreement expires

\$ 7,030 - \$ 32,800 \$ 141,000.

G. Statement of planned efforts to use City of Freeport Vendors and services:

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

DECLARATION

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

Maria Rivera  
Company Official Signature

Maria Rivera Owner  
Printed Name and Title of  
Company Official

2/7/11  
Date Signed

**BRAZORIA COUNTY APPRAISAL DISTRICT  
CERTIFICATION OF APPRAISED VALUE OF PROPERTIES  
AS OF JANUARY 1, 2010**

TO: CITY OF FREEPORT

FROM: BRAZORIA COUNTY APPRAISAL DISTRICT

DATE: February 14, 2011

The Brazoria County Appraisal District hereby certifies that the following appraised values as of January 1, 2010, for property of "Maria Rivera" described in Exhibit "A" attached hereto are listed in the records of the Brazoria County Appraisal District and indicated by the following account numbers:

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

<u>LAND ACCOUNT(S)</u>	
------------------------	--

8110-0252-000	
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	\$7,030
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<u>IMPROVEMENT ACCOUNT(S)</u>	
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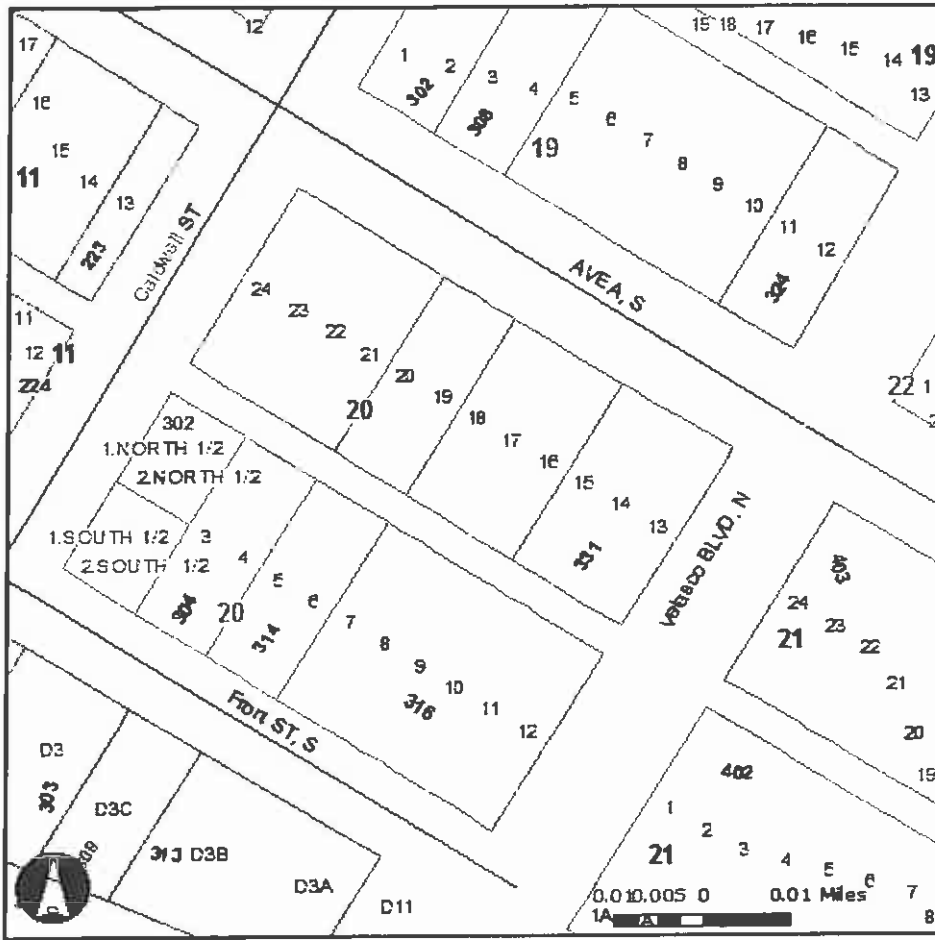
	\$151,510
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Certified on February 14, 2011.

BRAZORIA COUNTY APPRAISAL DISTRICT

  
Cheryl Evans, Chief Appraiser

# Maria's Kitchen, Ave A



- |                      |                |          |
|----------------------|----------------|----------|
| Major Roads          | Parcels (Lots) | Roads    |
| City Limit           | River          | Churches |
| Blocks               | Gulf of Mexlco |          |
| Parcels (by Tax IDs) | Railroads      |          |

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Fraternal Order Eagles # 3111  
6818 Hwy. 332 E.  
Freeport, TX 77541  
979-239-2582

To: Freeport City Council

RE: Fraternal Order Eagles # 3111 Annual Scholarship Shoot

Dear Freeport City Council;

The Fraternity of Eagles Aerie # 3111 would like to request to be placed on the next City Council meeting to discuss our Annual Scholarship Shoot. We would like to be allowed to conduct the shoot every Sunday from Noon to 4:00 p.m. beginning March 6, 2011 and ending May 15, 2011.

Sincerely Yours,

Barbara E. Benigno  
Worthy Chaplain  
Brazosport Aerie #3111  
979-233-1441  
979-709-7460

## ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids or proposals, addressed to the City Council of the City of Freeport, Texas, ("the City") will be received by the City Manager at the City Hall, located therein at 200 West Second Street, Freeport, TX 77541, until 2:00 o'clock, p.m., on \_\_\_\_\_, the \_\_\_\_\_ day of March, 2011, for the demolition of structures located on Lots 15-21, Block 6, Velasco Townsite of the City of Freeport, Brazoria County, Texas, known locally as 119 S. Gulf Blvd., Freeport, TX 77541, which have been determined to be unsafe by the City Council of the City, sitting as the Board of Adjustment and Appeals under the Standard Unsafe Building Abatement Code, adopted for the City by Section 150.025 of its Code of Ordinances, ordered demolished by the Building Official of the City and notice of such determination and order of demolition having been heretofore given to the owner(s) thereof. On such last mentioned day, all bids received will be opened and tabulated by the City Manager and, thereafter, presented to the City Council at its next or a subsequent meeting which will be held in the Municipal Courtroom of the Police Department Building, located at 430 North Brazosport Boulevard, Freeport, TX 77541. All bids received after closing time will be unopened. A description of the structures to be demolished, copies of specifications and bid form, including the contracts which the successful bidder will be expected to sign, are available for inspection at the office of the Building Official in the City Hall. A copy thereof may be obtained from the Building Official for the cost of copying. A cashier's or certified check, payable to the order of the City, or an acceptable proposal bond with good and sufficient corporate surety licensed to do business in Texas, in an amount not less than ten (10%) percent of the total bid or \$500.00, whichever is greater, must accompany the bid as a guarantee that, if awarded the bid, the bidder will sign such contract within ten (10) day from the date the bid is awarded. The City reserves the right to reject any and all bids, to waive informalities and to award the bid to the bidder who provides the best value for the city.

By Order of the City Council of the City of Freeport, Texas, this 22nd day of  
February, 2011.

\_\_\_\_\_  
Delia Munoz, City Secretary  
City of Freeport, Texas

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

THE STATE OF TEXAS :  
 :  
COUNTY OF BRAZORIA :

DEMOLITION AGREEMENT

This Agreement, by and between the CITY OF FREEPORT, TEXAS, a municipal corporation lying and situated in Brazoria County, Texas, hereinafter "the City", and the other undersigned, hereinafter called "the Demolisher" (whether one or more), viz.:

W I T N E S S E T H:

1. All work will be completed in a good and workmanlike manner and according to the terms hereof and the specifications and bid document signed by or on behalf of the Demolisher and attached hereto.

2. All materials, appliances, fixtures, equipment, supplies, machinery, tools, supervision of work, labor, insurance, services and any other commodity, item or expense necessary to complete the demolition and removal of such structures and the cleaning of the premises shall be furnished at Demolisher's expense and Demolisher shall for all purposes be regarded as an independent contractor.

3. Demolisher agrees to indemnify the City and the officers, agents and employees of the City from any and all claims for personal injury or property damage made by or for any compensation for labor or materials furnished by any third party, including but not being limited to the claims of any officer, partner, agent or employee of Demolisher, arising out of or resulting from the demolition of such structures, the removal of such structures from the premises and the cleaning of all debris from the premises and from all interest, costs of court, attorney's fees and other expenses incurred by the City or any officer, agent or employee of the City in connection therewith.

4. At the time the work is completed and as a condition to its acceptance by the Building Official of the City, the Demolisher will execute, have notarized and furnish to the Building Official of the City an affidavit stating that the claims of all subcontractors, suppliers, materialmen, mechanics and laborers have been paid; and that if Demolisher is mistaken in this regard, upon notice of the existence of any such claims, the Demolisher will immediately pay off and discharge all such claims as have not been paid and obtain a release thereof.

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

6. Whenever the context so requires, the masculine shall include the feminine and neuter genders and the singular shall include the plural, and conversely.

7. IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT THIS CONTRACT CONTAINS ALL AGREEMENTS, REPRESENTATIONS, COVENANTS AND WARRANTIES, EXPRESSED OR IMPLIED, RELATIVE TO THE OPERATION AND SALE OF THE ABOVE DESCRIBED PROPERTY, AND THE PRICE THEREFOR, AND NO PRIOR AGREEMENT, IF ANY, SHALL BE BINDING UPON THE PARTIES HERETO UNLESS CONTAINED HEREIN.

8. In the event any provision of this contract is declared invalid for any reason by the final judgment of a court of competent jurisdiction, such invalidity shall not affect the remaining provisions of this contract but effect shall be given to the intent manifested by the portion held invalid or inoperative.

9. This contract shall be performable in Brazoria County, Texas, shall be governed by the law of the State of Texas and shall be binding upon the parties hereto as well as their respective heirs, executors, administrators, successors and assigns.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2011.

THE CITY OF FREEPORT, TEXAS

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

ATTEST: \_\_\_\_\_  
Its City Secretary

\_\_\_\_\_  
Demolisher

By \_\_\_\_\_

\_\_\_\_\_  
(Title)



**DEMOLITION SPECIFICATIONS AND BID DOCUMENT**

1. The bidder will execute the attached contracts, herein-after "the contracts", (all the terms and conditions of which form a part of these specifications and are incorporated herein by reference) within ten (10) days after the bid is awarded to the bidder.
  
2. The bidder will begin the demolition and removal of the structures to be demolished and the abatement and removal of all asbestos from such structures within ten (10) days after the date that the City approves the contracts.
  
3. The bidder will complete the demolition and removal of all structures and the abatement and removal of all asbestos from such structures within three (3) days, weather permitting. The demolition and removal of all structures and the abatement and removal of all asbestos from such structures by the bidder must be completed before payment will be made.
  
4. Before signing the contracts, the bidder must provide proof of insurance acceptable to the Building Official, and such insurance shall include state required workers compensation and vehicular liability insurance on all vehicles to be used by the bidder as well as comprehensive general public liability and property damage insurance of at least \$250,000.00 for each person, \$500,000.00 for each single occurrence for bodily injury or death and \$100,000.00 for each single occurrence for injury to or destruction of property.
  
5. The bidder is responsible for removal of all debris and asbestos from the premises on which the structures are located and the proper disposal of all such debris and asbestos. Provided, however, all of the concrete recovered from each foundation/slab on site will be turned over to the City for its use and benefit. A copy of a receipt from a landfill authorized to receive the debris (not turned over to the City as provided above) and a receipt from the entity authorized to receive the asbestos must be delivered to the Building Official before payment will be made.
  
6. After the demolition and removal of all structures and the abatement and removal of all asbestos from such structures, the bidder must bring all lots comprising the premises to grade level for easy maintenance by the City before payment will be made.

COPY RECEIVED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Bidder

By \_\_\_\_\_

\_\_\_\_\_  
(Title)

## ASBESTOS ABATEMENT AGREEMENT

This Agreement, by and between the CITY OF FREEPORT, TEXAS, a municipal corporation lying and situated in Brazoria County, Texas, hereinafter "the City", and the other undersigned, hereinafter called "the Contractor" (whether one or more):

1. The Contractor hereby agrees to abate and remove, in a good and workmanlike manner and according to the terms hereof and the specifications and bid documents (all of which are incorporated herein and made a part hereof by reference) all asbestos contained in the structures described in the Index of Project Sites included in the bid documents.

2. All materials, appliances, fixtures, equipment, supplies, machinery, tools, supervision of work, labor, insurance, services and any other commodity, item or expense necessary to complete the abatement project and the removal of the same from each of the premises described in the Index of Project Sites shall be furnished at Contractor's expense and Contractor shall for all purposes be regarded as an independent contractor.

3. CONTRACTOR AGREES TO INDEMNIFY THE CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE MADE BY OR FOR ANY COMPENSATION FOR LABOR OR MATERIALS FURNISHED BY ANY THIRD PARTY, INCLUDING BUT NOT BEING LIMITED TO THE CLAIMS OF ANY OFFICER, PARTNER, AGENT OR EMPLOYEE OF CONTRACTOR, ARISING OUT OF OR RESULTING FROM THE CONTRACTOR'S ABATEMENT AND REMOVAL OF ASBESTOS IN THE STRUCTURES LOCATED ON THE PREMISES DESCRIBED IN THE INDEX OF PROJECT SITES.

4. At the time the work is completed and as a condition to its acceptance by the Building Official of the City, the Contractor will execute, have notarized and furnish to the Building Official of the City an affidavit stating that the claims of any and all subcontractors, suppliers, materialmen, mechanics and laborers have been paid; and that if Contractor is mistaken in this regard, upon notice of the existence of any such claims, the Contractor will immediately pay off and discharge all such claims as have not been paid and obtain a release thereof.

5. Whenever the context so requires, the masculine shall include the feminine and neuter genders and the singular shall include the plural, and conversely.

**6. IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT THIS CONTRACT CONTAINS ALL AGREEMENTS, REPRESENTATIONS, COVENANTS AND WARRANTIES, EXPRESSED OR IMPLIED, RELATIVE TO THE OPERATION AND SALE OF THE ABOVE DESCRIBED PROPERTY, AND THE PRICE THEREFOR, AND NO PRIOR AGREEMENT, IF ANY, SHALL BE BINDING UPON THE PARTIES HERETO UNLESS CONTAINED HEREIN.**

7. If any provision hereof is declared invalid for any reason by the final judgment of a court of competent jurisdiction, such invalidity shall not affect the remaining provisions of this contract but effect shall be given to the intent manifested by the portion held invalid or inoperative.

8. Payment shall only be made on the amount bid for each premises out of the current funds of the City when all conditions precedent to payment specified in the specifications have been met.

9. Before beginning the abatement of asbestos on any premises, the Contractor must provide proof of insurance acceptable to the Building Official, and such insurance shall include state required workers compensation and vehicular liability insurance on all vehicles to be used by the Contractor as well as comprehensive general public liability and property damage insurance of at least \$250,000.00 for each person, \$500,000.00 for each single occurrence for bodily injury or death and \$100,000.00 for each single occurrence for injury to or destruction of property.

10. Contractor shall not commence the abatement and removal of asbestos from any structure located on any premises described in the Index of Project Sites included in the bid documents unless and until he receives from the Building Official a written notice to proceed with respect to such premises but, having received such notice, Contractor agrees to commence the abatement and removal of asbestos from the structures located on such premises within ten (10) days from the date of such notice to proceed.

11. This contract shall be performable in Brazoria County, Texas, shall be governed by the law of the State of Texas and shall be binding upon the parties hereto as well as their respective heirs, executors, administrators, successors and assigns.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

\_\_\_\_\_  
(Title)

ACCEPTED this \_\_\_ day of \_\_\_\_\_, 2003.

CITY OF FREEPORT, TEXAS

By \_\_\_\_\_  
Larry McDonald, Sr., Mayor

ATTEST: \_\_\_\_\_  
Delia Munoz  
City Secretary

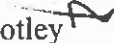
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**FREEPORT FIRE & EMS**  
**131 East Fourth Street**  
**P.O. Box 3356**  
**Freeport, Texas 77541**  
**Ph: (979) 233-2111 Fax: (979) 233-4103**

Brian Davis  
Chief  
Christopher Motley  
Deputy Chief  
Billywayne Shoemaker  
EMS Coordinator

TO: Delia Munoz  
City Secretary

FROM: Chris Motley   
Deputy Chief / EMC

DATE: February 14, 2011

RE: Interlocal Agreement

A interlocal agreement is attached to be placed on the City of Freeport Council agenda for approval to participate in a regional hazard mitigation plan (HMP). This inter local agreement is with Brazoria County to address community hazard from natural or man made disasters. The proposals have been reviewed locally and submitted to the Brazoria County Flood Plain Coordinator and Houston and Galveston Area Council. This program is a cost share of 25/75 percentage of the project. The City of Freeport is able to make application for eligible programs during a Presidential declared disaster within the State of Texas.

In order to participate, the City of Freeport must provide a payment of \$346.15 for its portion of cost share among twenty six participants within Brazoria County. The last funding period, the City of Freeport received a HMP funding for Hurricane Shutter at the Police and Fire Station.

I will forward an electronic copy of this interlocal agreement for your records.

CITY OF FREEPORT – BRAZORIA COUNTY  
INTERLOCAL AGREEMENT CONCERNING  
REGIONAL HAZARD MITIGATION PLAN

This agreement is made between the CITY OF FREEPORT, acting through its City Council (“City”) and BRAZORIA COUNTY acting through its Commissioners’ Court (“County”)

NOW THEREFORE, THE CITY AND THE COUNTY agrees as follows:

I.

1.1 This agreement is made pursuant to Texas Government Code §791.011 in that it contemplates the furnishing of governmental functions and services between the parties as defined by Texas Government Code Chapter 791.

1.2 Each Party agrees that any payments for the performance of governmental functions or services shall be from current revenues available to the paying party and further that such payments shall fairly compensate the performing party for the service or materials it supplies provided for the other party’s benefit.

1.3 City warrants that its City Council approved this agreement by Resolution \_\_\_\_\_, dated \_\_\_\_\_ authorizing its City Manager/Mayor to execute it on City’s behalf.

1.4 County warrants that its Commissioners’ Court approved this agreement by Court Order No. \_\_\_\_\_ dated \_\_\_\_\_, authorizing its County Judge to execute it on the County’s behalf, and specifically approving each project listed in this Interlocal Agreement.

1.5 Each party acknowledges and agrees that it shall furnish the services promised, whether by contractor or not, in compliance with City and County guidelines and timely provide such monies as promised herein to fund its respective share of each project, subject to the following:

- a. funding and services for the project is subject to the availability of current fiscal year revenue and the appropriation of such revenue by the party’s governing body to the project to be commenced; and
- b. provided that upon appropriation of revenue for the project described herein and upon commencement of a party’s funding or services for the project, the parties shall be obligated to the services described in this Agreement for the project, and that specific project only.

1.6 This agreement covers the following project:

Brazoria County and Houston-Galveston Area Council ("H-GAC") have entered into an Intergovernmental Agreement for the completion of a Hazard Mitigation Plan that includes an analysis of hazards that could potentially impact the County and a list of potential projects to mitigate the hazards. *See Exhibit's "A" and "B"*.

The County is obligated to H-GAC to complete and return all forms requested by H-GAC and H-GAC's consultants. The County and City will work together to provide HGAC with all requested information necessary to develop the Hazard Mitigation Plan.

1.7 The initial term of this Agreement shall be for a period of nine (9) months, commencing on the 1<sup>st</sup> day of January, 2011, and terminating on the 30<sup>th</sup> day of September, 2011.

II.

2.1 The Parties agree to provide the following services, either directly or by contracting and the following levels of funding subject to the conditions and exceptions described hereinabove.

2.2 City Responsibilities:

- a. City shall coordinate with the Brazoria County Floodplain Administrator to provide project work sheets which are necessary to prepare a Regional Hazard Mitigation Plan.
- b. City shall pay to County its proportionate share of the \$9,000.00 County will pay to HGAC. (*i.e. 26 participants then, 1/26<sup>th</sup> of \$9,000.00 is \$346.15*).
- c. City may pay its proportionate share in two payments – on or before March 30, 2011 and August 31, 2011.
- d. City shall adopt a resolution which adopts the final Regional Hazard Mitigation Plan.

2.3 County Responsibilities:

- a. County will pay H-GAC \$9,000.00 for the preparation of the Regional Hazard Mitigation Plan.
- b. County will coordinate and assist City in obtaining all information necessary to be provided to H-GAC, which will include project work sheets, contact information, documents pertaining to mitigation strategies, and final adoption resolution.
- c. County will facilitate community meetings.



III.

3.1 City and County recognize and agree that nothing herein shall be construed to create any rights in third parties.

3.2 The Parties expressly agree that no party shall have the right to seek indemnification or contribution from any other party hereto for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part from this Agreement.

3.3 Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any section, subsection, paragraph, sentence, clause, phrase, work or portion of this Agreement is, for any reason, held invalid unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

3.4 The Rights and obligations of this Agreement shall not be assigned without prior written consent of City and County.

3.5 This Agreement and all obligations created hereunder shall be performable in Brazoria County, Texas.

3.6 This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas.

3.7 This Agreement shall be binding upon and inure to the benefit of the parties and their administrators, agents, employees, successors and assigns permitted by this Agreement.

Intending to be legally bound, the parties hereto have executed this Agreement effective as of the effective date of the Agreement, JANUARY 1, 2011.

CITY OF FREEPORT, TEXAS

BRAZORIA COUNTY

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: E. J. "Joe" King

Title: \_\_\_\_\_

Title: County Judge

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Bob Welch

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**From:** gregpendley@cgp-solutions.com  
**Sent:** Tuesday, February 15, 2011 8:28 AM  
**To:** Freeport, Bob Welch; Freeport, Jeff Pynes  
**Cc:** lucy.pannell@h-gac.com; angela.george@h-gac.com; alanhaney@cgp-solutions.com  
**Subject:** City of Freeport - HGAC Energy Transactable Offers  
**Attachments:** Freeport HGAC\_Summary 021511.xls; Market Report\_021411.xls

City of Freeport - HGAC Energy Transactable Offers

Dear Jeff and Bob,

Hello and good morning gentlemen. We have updated HGAC Energy aggregation program offers for your review and consideration. The recovery of national and international financial market are pushing electricity prices higher, therefore we are encouraging energy buyers to secure their next energy contract term before rising oil and natural gas prices push electricity prices to the pre-recession highs we faced in early 2009.

Our recommendation for Energy Buyers is to consider longer term contracts of 24 months to 36 month.

Energy Market News:

Oil prices per bbl: \$86.91

Natural Gas 12 month strip: \$4.31 , down from the high of \$4.42 /MMBtu posted on 12/20/10 .

Drilling Rig Counts are near: 1,721 , down from last year by 375 units.

Coal Spot price per short ton: \$47.25 Central Appalachian

**Time Sensitive Information .....Offers provided today will expire at 5:00 PM on 2/15/2011**  
**.....Due to market volatility, all offers are subject to price movement and price updates.....**

Market Update:

RFP Price Report:

1. The lowest cost offer was the 12 month offer with an estimated annual cost decrease of \$295,660 . The lowest cost offer was provided by Gexa Energy .
2. Selecting the (Shortest Term) 12 month offer should result in an estimated annual cost decrease of \$295,660 .
3. Selecting the (Longest Term) 36 month offer should result in an estimated annual cost decrease of \$271,000 .

**Current Contract Terms: Your current contract rate is \$0.0997880 /kWh and will expire 07/31/11 .**  
**Your Current Retail Electric Provider is First Choice Power .**

Recommendations For Your Consideration.

While the 12 month term is the lowest quoted price, the price is only slightly lower than the longer term quotes. Considering an anticipated market recovery, we are recommending consideration of longer term contracts to take advantage of the lower prices that are currently available.

Primary:

Gexa Energy 36 month offer for \$0.054978 per kWh. The estimated annual cost savings is \$271,000 .

Alternate

Gexa Energy 24 month offer for \$0.053017 per kWh. The estimated annual cost savings is \$282,860 .

The "Primary Offer For Consideration" provides a cost reduction opportunity for the next contract period and sets a cap on prices,

without precluding you from taking advantage of a Blend and Extend if offered by the Retail Electric Provider.

Additional Comments:

Please review the attached offers for additional information and call us as soon as possible, so we can help you secure a contract through the Retail Electric Provider of your choice.

"Due to market volatility, offers may be withdrawn at any time prior to contract execution."  
Kindest regards,

Greg Pendley  
Energy Manager

Providing energy purchase and consultant services to members of the H-GAC Energy Purchasing Corporation aggregation program.

Contact Information:  
CGP Solutions, LLC  
9050 Cook Rd. Suite 209  
Houston, TX 77099-1457  
Cell: 713-598-8981  
Phone: 281-933-2375  
Fax: 281-933-2334  
Email: [gregpendley@cgp-solutions.com](mailto:gregpendley@cgp-solutions.com)  
Website: [www.cgp-solutions.com](http://www.cgp-solutions.com)  
P.U.C. Registered Aggregator # 80200

Houston Livestock Show & Rodeo supports over \$7 Million in Scholarships Support HLSR by taking out a \$100 ad - 100% goes to scholarships! Contact Ardis at [ardisbartle@earthlink.net](mailto:ardisbartle@earthlink.net)

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Confidential

HGAC Energy Purchasing Corporation  
City of Freeport  
Summary of Retail Energy Offers

Confidential



Offers Expire: 5:00 PM 02/15/2011

Page 2

REP's	Term in Months:	Commodity Quote				Total \$/KWH			
		12	18	24	36	12	18	24	36
Champion Energy Services		\$0.053720	\$0.054250	\$0.055877	\$0.058008	\$0.087466	\$0.088007	\$0.089669	\$0.091847
Constellation New Energy									
Direct Energy		\$0.055842	\$0.053875	\$0.056047	\$0.058292	\$0.089634	\$0.087624	\$0.089843	\$0.092137
First Choice Power		\$0.051680	\$0.052160	\$0.053947	\$0.056138	\$0.085382	\$0.0855872	\$0.087698	\$0.089936
Gexa Energy		\$0.050900	\$0.051360	\$0.053017	\$0.054978	\$0.084585	\$0.085055	\$0.086747	\$0.088751
GDF Suez		\$0.053760	\$0.053670	\$0.055937		\$0.087507	\$0.087415	\$0.089731	
StarTex Power									
Highest Offer		\$0.055842	\$0.054250	\$0.056047	\$0.058292	\$0.089634	\$0.088007	\$0.089843	\$0.092137
Lowest Offer		\$0.050900	\$0.051360	\$0.053017	\$0.054978	\$0.084585	\$0.085055	\$0.086747	\$0.088751

Estimated Annual Contract Cost ( notes: based on lowest cost offer: 6 month term based on 6 month usage data) \$511,543 \$514,386 \$524,622 \$536,739  
 Estimated Contract Cost By Term( note: lowest cost offer) \$511,543 \$771,578 \$1,049,244 \$1,610,217

Term Savings between the highest and lowest cost offers: \$30,535 \$26,785 \$37,443 \$61,429  
 Additional dollars saved annually to contract for a term longer than 12 months: N/A -\$2,782 -\$12,801 -\$24,661  
 KWH volumes used for analysis: (based upon historical usage data) 6,047,698 9,071,547 12,095,396 18,143,094

Your lowest cost offers were:			
Term in Months	12	\$0.050900	Gexa Energy
Term in Months	18	\$0.051360	Gexa Energy
Term in Months	24	\$0.053017	Gexa Energy
Term in Months	36	\$0.054978	Gexa Energy
The primary recommended offer is the 36 month term from Gexa Energy offered for \$0.054978 per kWh.			
The alternate recommended offer is the 24 month term from Gexa Energy offered for \$0.053017 per kWh.			
The energy consulting fee ( \$0.0009300 /KWh ) is less than 1% of your estimated total cost/KWh.			

The TDSP charge provided by : CGP Solutions  
 has been used as the common estimate for the TDSP charge.

Current Contract Comparison				
	12	18	24	36
Your Current Contract Price	0.099788	0.099788	0.099788	0.099788
Offered by Term	0.050900	0.051360	0.053017	0.054978
Price Difference \$/KWh	-0.048888	-0.048428	-0.046771	-0.044810
Term Cost Difference	-\$295,660	-\$439,317	-\$565,717	-\$812,996

1. All rates are entered by CGP Solutions, LLC