

# City of Freeport

NOTICE OF PUBLIC MEETING  
THE FREEPORT CITY COUNCIL  
MONDAY, MARCH 16, 2009 6:00 P.M.  
MUNICIPAL COURT ROOM  
FREEPORT POLICE DEPARTMENT, 430 N. BRAZOSPORT BLVD.  
FREEPORT, TEXAS 77541

## AGENDA FORMAL SESSION

1. Call to Order.
2. Invocation.
3. Pledge of Allegiance.
4. Consideration of the approval of the March 2nd & March 10th, 2009 Council Minutes. Pg. 191-198
5. Attending Citizens and Their Business.
6. Consideration of the approval of a request from Habitat for Humanity of Southern Brazoria County to waive the fees for the building permits for 410 W. Broad, Freeport, Texas. Pg. 199
7. Consideration of the approval renewing contracts with Perdue, Brandon, Fielder, Collins & Mott, LLP for the collection of delinquent taxes and collection of mowing liens. Pg. 200-220
9. Consideration of the approval of Ordinance No. 2009-2217 vacating and abandoning a portion of the unopened street right-of-way known as Wharton Street and authorizing the Mayor or, in his absence, the Mayor Pro-Tem, to execute a special warranty deed to H. M. Wessarges. Pg. 221-226
10. Consideration of the approval of Ordinance No. 2009-2218 vacating and abandoning a portion of the unopened street right-of-way known as Wharton Street and authorizing the Mayor or, in his absence, the Mayor Pro-Tem, to execute a special warranty deed to George Damian. Pg. 227-232
11. Consideration of the approval of the Planning Commission's recommendation to amend Section 150.91 (A) and 150.106 (A) of the Code of Ordinance to eliminate the requirements for Worker Compensation Insurance for house movers and house leveling permit, respectively. Pg. 233-234

12. Consideration of the approval of selling the City's interest on Block 7, Lot 15, Freeport Townsite, known as 514 East 8th Street, Tax Id 4200-0129-000. Pg. 235-238
13. Consideration of the approval of bids and awarding a pipeline right-of-way and easement across the southerly 5 feet of Lots 8 & 9, Block 8, Freeport Townsite, the southerly 5 feet of the southerly terminus of the Terminal Street right-of-way and the easterly 5 feet of the Terminal Street right-of way. Pg. 239

Elected Official Report

Adjourn

**NOTE: 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)

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 prior to the meetings. Please contact the City Secretary office at 979.233.3526.

I, Delia Muñoz, City Secretary, City of Freeport, Texas, hereby 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 hour a day public access, 200 W. 2nd Street, Freeport, Texas, on March 12, 2009, at or before 11:50 a.m.

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Delia Muñoz  
City Secretary



Pledge of Allegiance.

Mayor McDonald led the Pledge of Allegiance.

Consideration of the approval of the February 17, 2009 Council Minutes.

On a motion by Councilman Cameron, seconded by Councilman Saccomanno, with all present voting "aye", Council unanimously approved the February 17th, 2009, council minutes.

Attending Citizens and Their Business.

There were none.

Consideration of the approval of Ordinance No. 2009-2216 amending the budget for the fiscal year 2008-2009.

On a motion by Councilman Cameron, seconded by Councilman Saccomanno, with all present voting "aye", Council unanimously approved Mr. Welch recommendation to approve Ordinance No. 2009-2216 amending the budget for a decrease fund balance of \$29,482 for the fiscal year 2008-2009.

Consideration of the approval of the Scope of Work for the Central Lift Station and authorizing to begin emergency repairs.

On a motion by Councilman Cameron, seconded by Councilman Wise, with all present voting "aye", Council unanimously approved the Scope of Work for the Central Lift Station and authorized the project to be performed through Veolia with the cost passed to the City as the Operations and Maintenance Contract allows.

Consideration of the approval of closing and abandoning 1/4 of Wharton Street right of way between Blocks 788 and 811, adjacent to Lot 24 and authorize the city attorney to prepare necessary ordinance and deed for same.

On a motion by Councilman Saccomanno, seconded by Councilman Wise, with all present voting "aye", Council unanimously approved closing and abandoning 1/4 of Wharton Street right of way between Blocks 788 and 811, adjacent to Lot 24 and authorizes the city attorney to prepare necessary ordinance and deed for same.

Consideration of the approval of accepting Block 183, Lot 8, Avalon 1st Addition, City of Freeport in lieu of out standing care of premises liens, known as 1721 W. 8th Street, Tax Id 4201-1860-000.

On a motion by Councilman Cameron, seconded by Councilman Saccomanno, with all present voting "aye", Council unanimously approved to accept Block 183, Lot 8, Avalon 1st Addition, City of Freeport in lieu of out standing care of premises liens, known as 1721 W. 8th Street, and have the city attorney prepare the necessary paper work, tax Id 4201-1860-000.



Consideration of the approval of selling the City's interest on Block 7, Lot 15, Freeport Townsite, known as 514 West 8th Street, Tax Id 4200-0129-000.

On a motion by Councilman Wise, seconded by Councilman Cameron, with all present voting "aye", Council unanimously approved to table this item for an address correction.

Consideration of the approval of selling the City's interest in the undivided 1/2 interest in Block 718, Lots 21-22, Velasco Townsite, 1217-1219 North Ave. P. Tax Id 8110-3120-000.

On a motion by Councilman Cameron, seconded by Councilman Saccomanno, with all present voting "aye", Council unanimously approved selling the City's interest in the undivided 1/2 interest in Block 718, Lots 21-22, Velasco Townsite, 1217-1219 North Ave. P. Tax Id 8110-3120-000.

Consideration of the approval of selling the City's interest on Block 779, Lot 23, Velasco Townsite, known as North Ave. R., Tax Id 8110-3890-000.

On a motion by Councilman Cameron, seconded by Councilman Saccomanno, with all present voting "aye", Council unanimously approved selling the City's interest on Block 779, Lot 23, Velasco Townsite, known as North Ave R., Tax Id 8110-3890-000.

Consideration of the approval of selling the City's interest on Block 3, Lot 19, Section 2, Bridge Harbor Subdivision, Tax Id, 2190-0213-000.

On a motion by Councilman Wise, seconded by Councilwoman Garcia, with all voting 3 to 2, Council denied selling the City's interest on Block 3, Lot 19, Section 2, Bridge Harbor Subdivision, Tax Id. 2190-0213-000. Councilman Saccomanno and Councilman Cameron opposed.

Consideration of the approval of selling the City's interest on Block 3, Lot 20, Section 2, Bridge Harbor Subdivision, Tax Id, 2190-0214-000.

On a motion by Councilman Wise, seconded by Councilwoman Garcia, with all voting 3 to 2, Council denied selling the City's interest on Block 3, Lot 20, Section 2, Bridge Harbor Subdivision, Tax Id. 2190-0214-000. Councilman Saccomanno and Councilman Cameron opposed.

Consideration of the approval of selling the City's interest on Block 3, Lot 25, Section 2, Bridge Harbor Subdivision, Tx Id 2190-0219-000.

On a motion by Councilman Wise, seconded by Councilwoman Garcia, with all voting 3 to 2, Council denied selling the City's interest on Block 3, Lot 25, Section 2, Bridge Harbor Subdivision, Tax Id. 2190-0219-000. Councilman Saccomanno and Councilman Cameron opposed.

Consideration of the approval of selling the City's interest on Block 3, Lot 26, Section 2, Bridge Harbor Subdivision, Tx. Id 2190-0220-000.

On a motion by Councilman Wise, seconded by Councilwoman Garcia, with all voting 3 to 2, Council denied selling the City's interest on Block 3, Lot 26, Section 2, Bridge Harbor Subdivision, Tax Id. 2190-0220-000. Councilman Saccomanno and Councilman Cameron opposed.

Consideration of the approval of selling the City's interest on Block 4, Lot 13, Section 2, Bridge Harbor Subdivision, Tx. Id 2190-0239-000.

On a motion by Councilman Wise, seconded by Councilwoman Garcia, with all voting 3 to 2, Council denied selling the City's interest on Block 4, Lot 13, Section 2, Bridge Harbor Subdivision, Tax Id. 2190-0239-000. Councilman Saccomanno and Councilman Cameron opposed.

Consideration of the approval of selling the City's interest on Block 4, Lot 14, Section 2, Bridge Harbor Subdivision, Tx. Id 2190-0240-000.

On a motion by Councilman Wise, seconded by Councilwoman Garcia, with all voting 3 to 2, Council denied selling the City's interest on Block 4, Lot 14, Section 2, Bridge Harbor Subdivision, Tax Id. 2190-0240-000. Councilman Saccomanno and Councilman Cameron opposed.

Elected Official Report

No report.

Mayor McDonald opened the work session at 6:40 p.m.

**Work Session**

Discussion regarding amending Section 110.09 of the Code of Ordinances to extend hours during which beer and mixed drinks can be sold.

Bill Rains discussed that he and Dan Tarver of the EDC were in favor of changing the consumption rules.

Willie Garcia has been in the club business for 27 years in Freeport. He stated that late hours would benefit the City especially since the marina is coming in. It would also help because Freeport residents would not have to drive elsewhere. He talked to other businesses, and they too supported late hours. Freeport would start spending their money locally. When the law changed, he saw a 60% decrease in his business. All we got accomplished is sending customers out of town. He would like them to stay in Freeport instead of driving out of town or Houston.

Jim Luna owner of the Texas Multiplex Center spoke in favor of extending the late hours. Extending the hours would give employees extra hours. This type of business is difficult to compete when closing is at 1:00 a.m. on Saturdays. Opening on Thursday and Friday would benefit his business and Freeport. He reminded Council that the area has shift workers.

Eric Hayes felt that those citizens who do not want to frequent clubs of late hours should stay home.

Amanda Harrington said she starts losing business at 10:30 p.m. thru 11:00 p.m. She stated that the present ordinance is not keeping people from drinking, its just sending them somewhere else to spend their money. People are on the road and it is better to keep them close to home.

Chief Pynes said he understood the economics, said responsible club owners should take a proactive stand and implement a Drive Safe Program to take those who drink excessively.

Sandra W. Wicke, a potential bar owner downtown, said she had investors that did not like the early hours of closing.

Annette Sanford asked which days would be open till 2:00 p.m.

James Blalock suggested giving the option to bar owners. At times they would be closed and maybe be open some days, having the option to stay open till 2:00 a.m.

Teresa Goodwin moved in from Corpus Christi, said she was in favor of the late hours and this does not mean everyone goes out every night, but they have an option to go out. The late hours mean more restaurants, more gas, more groceries and more establishments would follow. A good way to generate revenue.

Lila Diehl stated that this is the reason "Kicks" left the City. They could not be successful by closing at 1:00 a.m. Freeport closed they down and they moved their business to Angleton, where they are very successful. Freeport lost all this revenue.

Mayor McDonald said he did not have any problem with the 2:00 late hour. He concern was getting the people home safely. He would like to see that bar owners step up to provide transportation to their customers and provide responsible service.

Councilman Wise said that the City of Freeport is losing 1.25 million dollars a year, and this is an option to increase the tax base. He said that the demographics had changed and it was time to change the ordinance. The City of Freeport has the Marina expense and other expenses to think about.

Councilman Cameron stated that this issue was voted by the voters of Freeport to close the bars at 1:00 a.m. He felt Council was going against the peoples wishes.

Councilwoman Garcia asked if there could be an ordinance drawn to extend the late hours then put in the ballot for November so the voters could vote.

Mr. Shaw was asked to do the research of having another election to extend the time when beer and mixed drinks can be sold in the City of Freeport.

Update by Mary Stotler on the Main Street Program.

Mary Stotler presented her annual program report. She presented to Council the boundaries for the proposed Historical Overlay District. The Historic District ordinance is already on the book; Council has to designate an area historic. Once this is done, we may be eligible to create tax incentives or request grants to support the area.

Adjourn

On a motion by Councilman Cameron, seconded by Councilman Saccomanno, with all present voting “aye”, the meeting was adjourned at 7:48 p.m.

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Delia Munoz  
City Secretary

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Larry L. McDonald  
Mayor

State of Texas

Brazoria County

City of Freeport

BE IT REMEMBERED, that the City of Freeport, met on Tuesday, March 10, 2009 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:

City Council:                      Larry L. McDonald  
  Clan Cameron  
  Jim Saccomanno  
  Ron Wise  
  Norma M. Garcia – Absent

Staff:                                 Wallace Shaw, City Attorney  
  Delia Muñoz, City Secretary  
  Nat Hickey, Property Manager  
  B. R. William, Street Supervisor

Visitors:                            Jerry Meeks                      Ron Damian  
  Allan Lawson                  Marilyn Saccomanno  
  Cele Damian                    Roberto Casares

Call to Order.

Mayor McDonald called the meeting to order at 6:00.

Discussing the Velasco Boulevard road construction and drainage improvements from 2nd to 7th Street and the impact to businesses and residents.

Rene Damian and Ron Damian of Damian Associates discussed the second phase of the Velasco Boulevard Project. Finishing on the Velasco section and starting the Freeport side of Velasco Boulevard. Matula & Matula Construction will start on 7<sup>th</sup> Street working towards 2<sup>nd</sup> Street. The works consist of replacing pavement, water lines, sewer lines, storm sewer lines, and underground utilities. They will be closing streets a block at a time during the construction. A perimeter of signage and detour signs will be in place.

Councilman Wise asked for a completion date and if schools had been notified. Rene Damian estimated at least four months. Schools, Police Department, Post Office and residents had been notified of the temporary construction.

Roberto Casares asked about the integrity of the expansion joints and type of rebar that was being used. Mr. Rene Damian said that the project was properly engineered and the expansion joints and rebar are adequate.

Rene Damian answered Council and the attendances questions. There being no further questions, Mayor McDonald closed the discussion.

Adjourn

On a motion by Councilman Saccomanno, seconded by Councilman Cameron, with all present voting “aye”, the meeting was adjourned at 6:42 p.m.

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Delia Muñoz  
City Secretary

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Larry L. McDonald  
Mayor



*Help build it!*

To: Freeport City Council

Re: Request to be placed on Agenda March 16, 2009 meeting

Organization: Habitat for Humanity of Southern Brazoria County

Subject: Request for waiver of usual permit/tap fees

Site Addresses:

Velasco (Freeport) Block 502 Lot 16-CAD ID: 8110-0970-000

Freeport Block 65 Lot 11 (Replat )() Acres.2410 CAD ID: 4200-0629-110 410 W. Broad

Contact person:

A handwritten signature in cursive script that reads "Mary-ellen Thomas".

Mary-ellen Thomas  
Executive Director

1235 NORTH LOOP WEST  
SUITE 600  
HOUSTON, TEXAS 77008  
TELEPHONE 713-862-1860  
FAX 713-862-1429  
www.pbfc.com

Michael J. Darlow  
ATTORNEY

February 16, 2009

Delia Munoz  
City Secretary  
City of Freeport  
200 West 2<sup>nd</sup> Street  
Freeport, Texas 77541-5773

Re: Delinquent Tax Collection Report and Renewal of Contracts

Dear Delia:

Enclosed please find eight sets of pie charts and graphs concerning the delinquent taxes due to the city. Also enclosed are duplicate originals of renewal contracts for the collection of delinquent taxes and collection of mowing liens to be placed on your agenda and considered by council for approval.

I will be at the meeting on March 2, 2009 to discuss these matters with council. If you have any questions or need other information, please call me.

Thank you for your assistance in this matter. I look forward to our continued relationship.

Very Truly Yours,

  
Michael J. Darlow





## II.

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

## III.

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

## IV.

All activities performed by the Firm in connection with this contract (i.e. title research fees) are at no out of pocket cost to the taxing authority.

## V.

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

### Compensation Amounts

15% of tax year 2001 and prior year collections;

20% of tax year 2002 and subsequent year collections.

## VI.

Taxing Authority agrees to furnish to the Firm all data and information as to the name, and address of the taxpayer, the legal description of the property, years and amount of taxes due. Taxing Authority further agrees to update said information by furnishing a list of paid accounts and adjustments to the tax roll as necessary.

## VII.

This Contract shall commence on April 29, 2009 and continue in force and effect until April 28, 2011 at which time the contract will continue on a month to month basis thereafter, except that either party to this agreement may terminate this agreement by giving the other party thirty (30) days written notice of their desire and intention to terminate this agreement; and further provided that the Firm shall have an additional six (6) months to reduce to payment or judgment all tax litigation and bankruptcy claims filed prior to the date this agreement becomes terminated.

## VIII.

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

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

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

WITNESS the signatures of all parties hereto in duplicate originals this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2009, Brazoria County, Texas.

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

Attorneys At Law

1235 North Loop West, Suite 600

Houston, Texas 77008

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

(713) 862-1429 Fax

By: Michael J. Danbar

**CITY OF FREEPORT**

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

Attest: \_\_\_\_\_

**STATE OF TEXAS**  
**COUNTY OF BRAZORIA**

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

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

**1. SERVICE PROVIDED BY FIRM:**

Firm agrees to provide the following services to City:

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

extent desired by City. Except as provided herein and the section under remuneration, Firm agrees to provide all such services to City at no charge (recognizing that the costs of collection are to be paid by the property owner/obligor, and that City agrees to pay court costs). Parties agree that the following regular reports will be made:

- (1) A quarterly report shall be submitted to the Director of Finance and the City Attorney containing the following information:
  - (a) The names of all accounts referred for collection during the quarter;
  - (b) The amount of money collected during the quarter listed by account and in total;
  - (c) The number of letters mailed;
  - (d) The number of suits filed;
  - (e) The number of court proceedings involved in the collection effort during the quarter and
  - (f) An estimate of court costs which will be needed during the next quarter.
  
- (2) Every six (6) months the Firm shall present a report to the City Council containing the following information:
  - (a) The number of account worked during the last six (6) months;
  - (b) The amount of money received;
  - (c) A listing of all accounts deemed to be uncollectible, the reason the Firm believes the account to be uncollectible, and a recommendation of whether the account should be written off or held open;
  - (d) The report shall contain any recommendations submitted by the Firm for settlement of any account in an amount less than payment in full;
  - (e) The report shall list any accounts in which a recommendation is made to delay collection efforts indefinitely or for more than six (6) months; and
  - (f) The report should list any properties on which the Firm believes execution of judgment should be requested in order to collect the assessment.
  - (g) To recover court costs and any other fees prepaid by City in suits previously filed by City.

- (h) To provide to City any such other and further services that might be required to carry out the terms and conditions of this contract, and generally perform the legal services related to collection of delinquent mowing, demolition, paving liens and/or assessments due City of FREEPORT.
- (i) Whenever the Firm enters into an agreement with a debtor for installment payments, the City shall collect all installments. The City shall account to the Firm each month for money received under installment agreements and shall pay the Firm the Firm's share.
- (j) The Firm agrees to follow the City's instruction with regard to installment payment plans in hardship cases and homestead cases. No settlement agreement of any claim, suit, or proceeding shall be entered into without the approval of the Director of Finance. The City authorizes and directs the Firm to take all actions the Firm deems advisable to perform the services required under this Contract. This includes all necessary court appearances, research, investigation, correspondence, preparation and drafting of pleadings and other legal documents, trial preparation and related work necessary to properly represent the City's interest in these matters.
- (k) The Firm agrees to obtain permission from the City Council or its designated official before executing any judgment through foreclosure and the sale of any property.
- (l) The Firm shall perform its services under this contract as an independent contractor and maintain a file for each referred claim which shall be available to the City at all times for inspection. Such file shall contain all data pertinent to the claim to support its disposition. All documents, papers, or records pertaining to a file shall be retained after conclusion of all legal proceeding for disposition as determined by the Director of Finance.

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

- a. To make all accounts that the Finance Director designates as ready for collection available to Firm in order to carry out the terms of the conditions of this contract. This includes the initial referral of accounts, and any subsequent referral of accounts.
- b. To provide a history of payments (whether ongoing through partial payment plans, or lump sum to City) in order to allow Firm to update balances owing to City.
- c. To designate a party to sign appropriate affidavits or claims in order to support claims filed in Court. The Director of Finance is designated as the person authorized to sign all mowing certificates, releases or affidavits concerning any matter affecting the mowing, demolition, paving liens and/or assessments within his knowledge.

- d. To advise Firm of any prepaid court costs and/or expenses so that Firm may seek recovery of said prepayments.
- e. To advance necessary court cost, filing fees, and any publication fees (for notices of sale, etc.) relating to litigation.

### 3. REMUNERATION

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

### 4. TERM OF CONTRACT

This contract shall be effective beginning the 15<sup>th</sup> day of June 2009, and shall continue for an approximate two (2) year term ending on the 15<sup>th</sup> day of June 2011. Either party may terminate this contract upon sixty (60) days written notice to the other party or at the address provided below.

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

### 5. RECITALS

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



VIII.

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

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

SIGNED the \_\_\_\_\_ day of \_\_\_\_\_, 2009, pursuant to City Council approval on \_\_\_\_\_, 2009.

ATTEST

CITY OF FREEPORT  
200 W. 2<sup>nd</sup> Street  
Freeport, Texas 77541


\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
City Manager

APPROVED:

\_\_\_\_\_  
CITY ATTORNEY

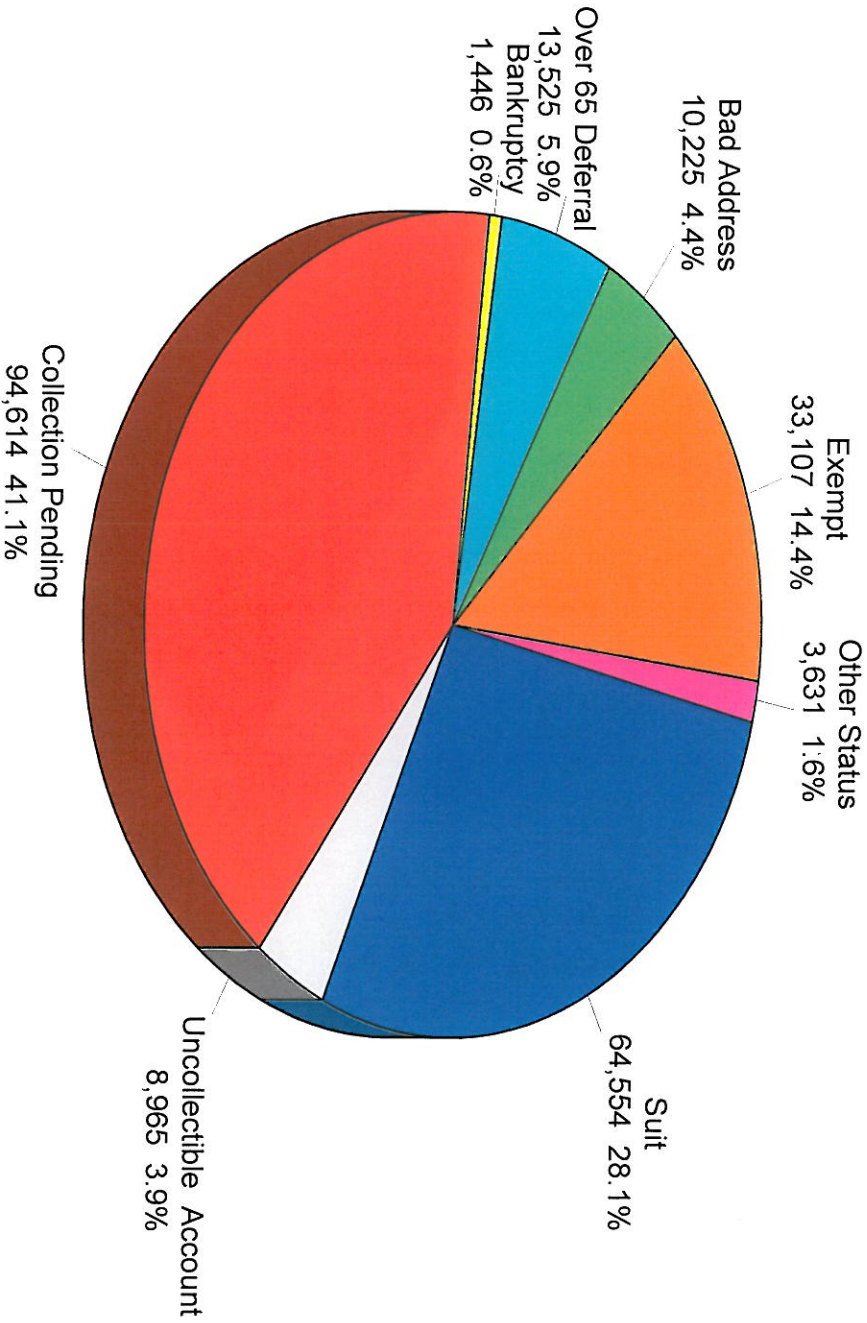
PERDUE, BRANDON, FIELDER,  
COLLINS & MOTT, L.L.P.

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

**Perdue, Brandon, Fielder, Collins & Mott L.L.P.  
Stevens & Rau P.C.**

**City of Freeport**

**Accounts by Status**

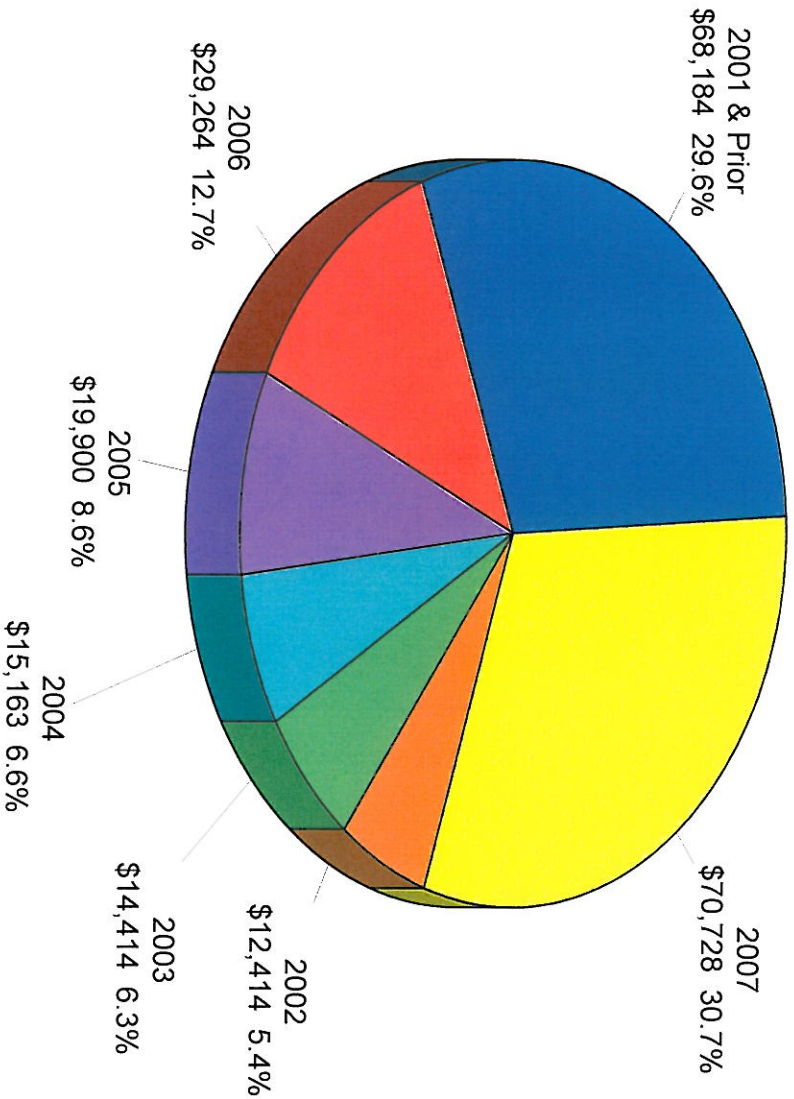


Base Tax Due as of February, 2009 - \$230,067

[www.pbfc.com](http://www.pbfc.com)

**Perdue, Brandon, Fielder, Collins & Mott LLP,  
Stevens & Rau P.C.**

**City of Freeport  
Outstanding Taxes Year by Year**



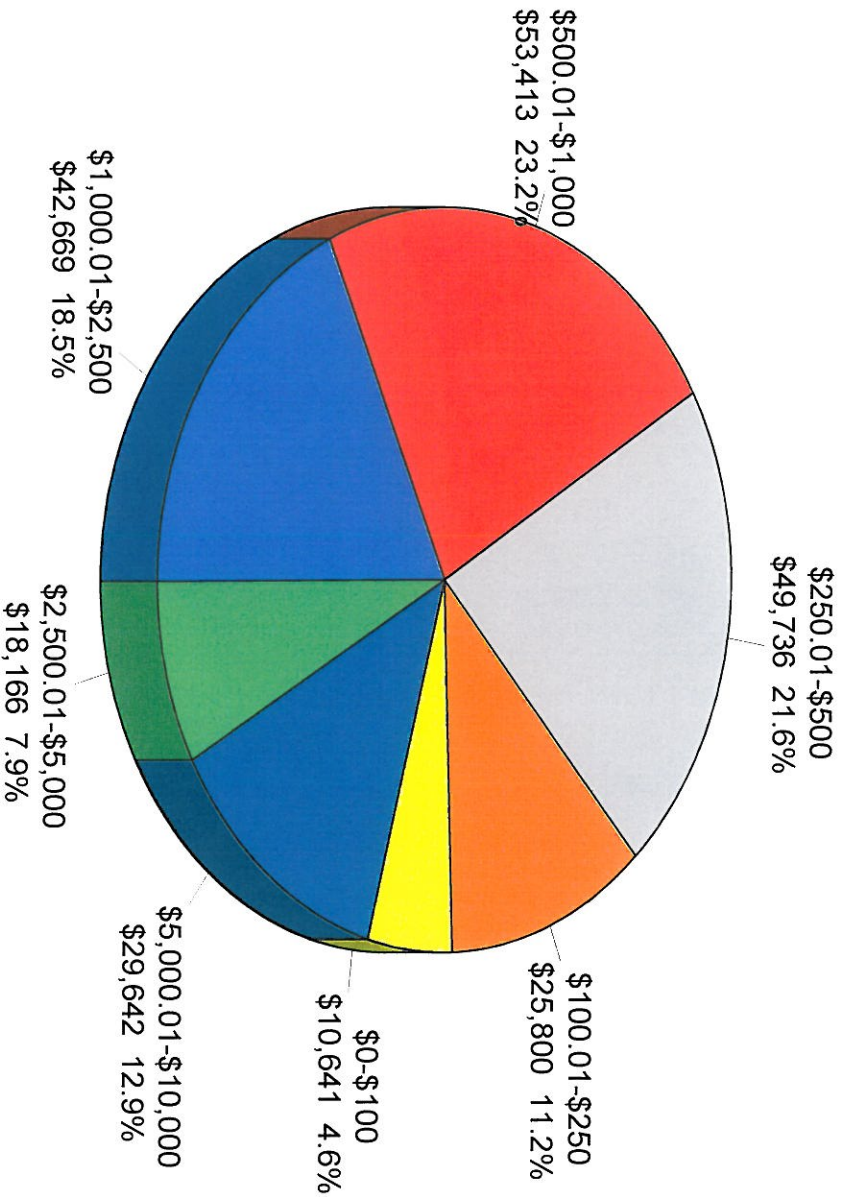
Base Tax Due as of February, 2009 - \$230,067

[www.pbfc.com](http://www.pbfc.com)

**Perdue, Brandon, Fielder, Collins & Mott L.L.P.  
Stevens & Rau P.C.**

**City of Freeport**

Accounts by Dollar Range



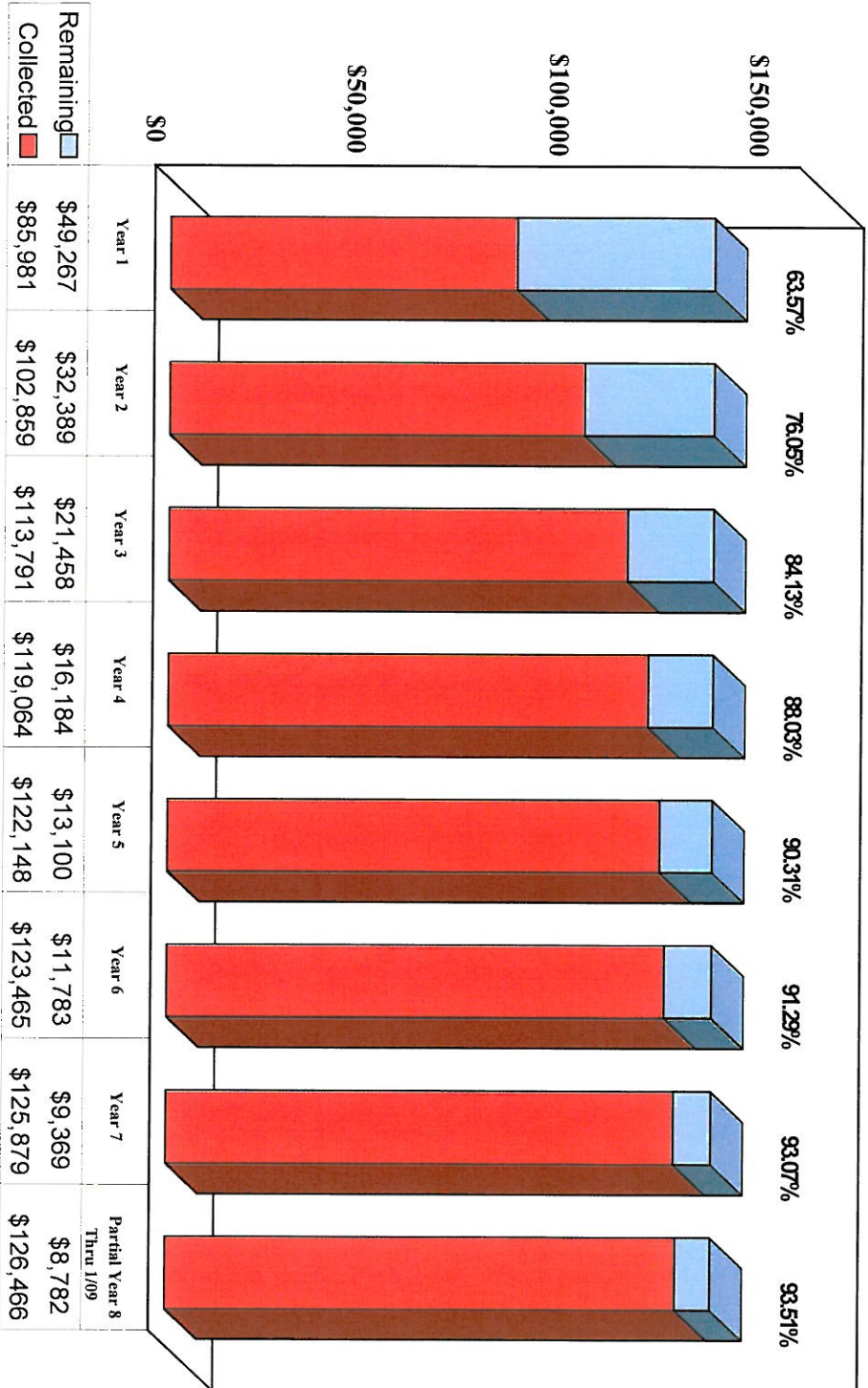
Base Tax Due as of February, 2009 - \$230,067



**Perdue, Brandon, Fielder, Collins & Mott LLP.  
Stevens & Rau P.C.**

**City of Freeport**

**2000 Percentage of Collections**

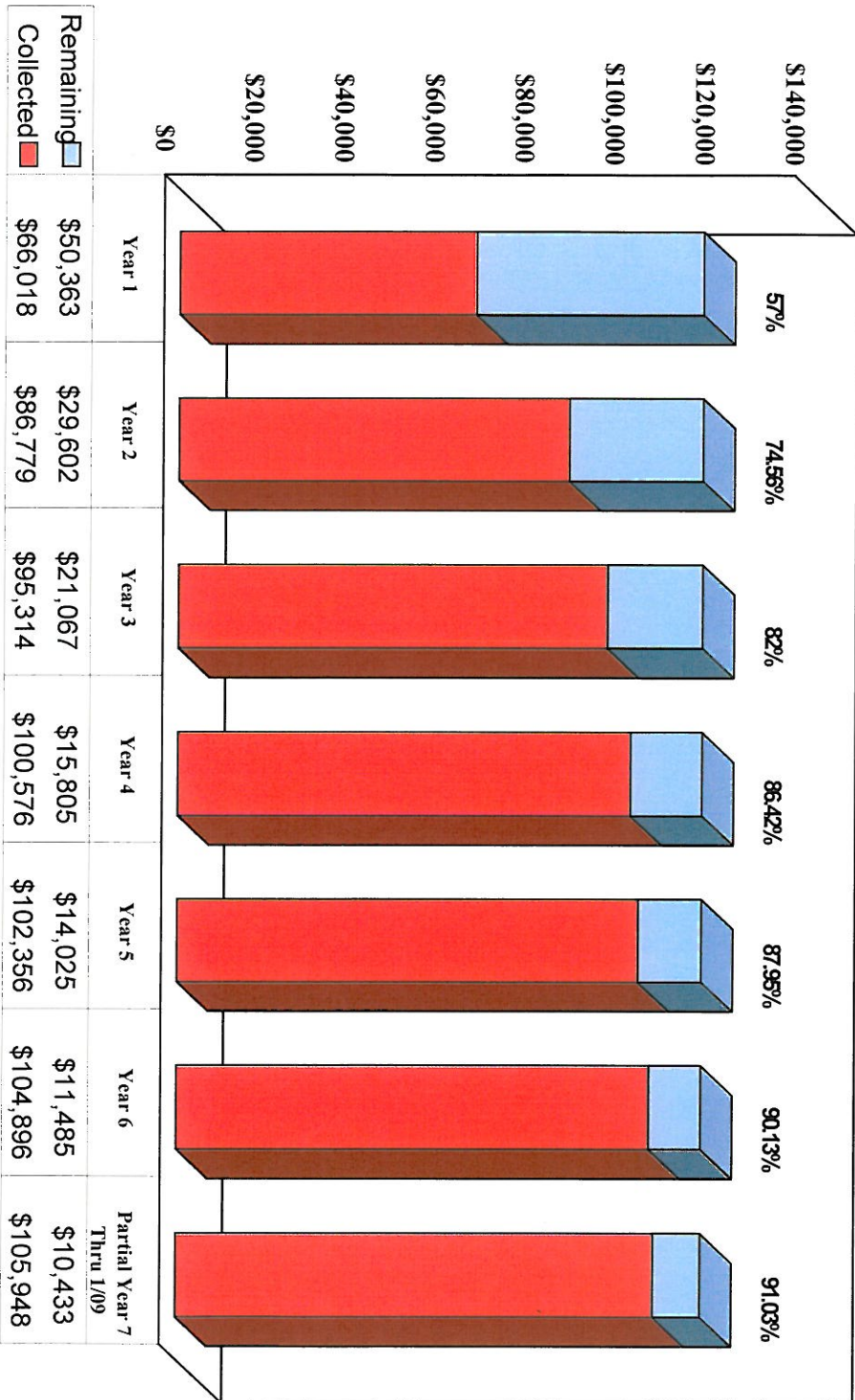


7/1 - 6/30 for each year - \$135,248  
Initial Outstanding Base Taxes of 7/1/01

**Perdue, Brandon, Fielder, Collins & Mott LLP.  
Stevens & Rau P.C.**

**City of Freeport**

**2001 Percentage of Collections**

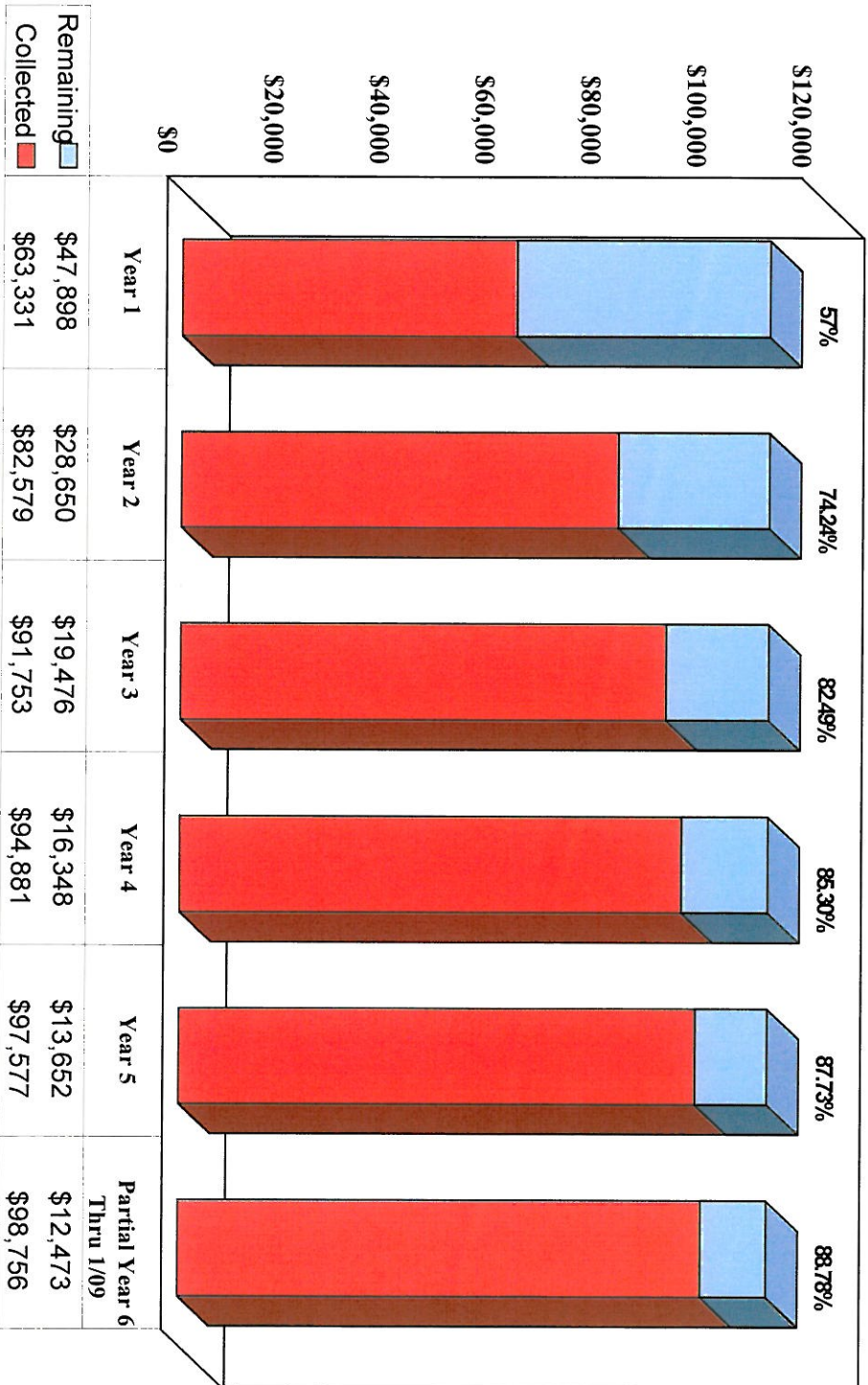


7/1 - 6/30 for each year - \$116,381  
Total Outstanding Base Taxes of 7/1/02

Perdue, Brandon, Fielder, Collins & Mott L.L.P.  
 Stevens & Rau P.C.

## City of Freeport

### 2002 Percentage of Collections



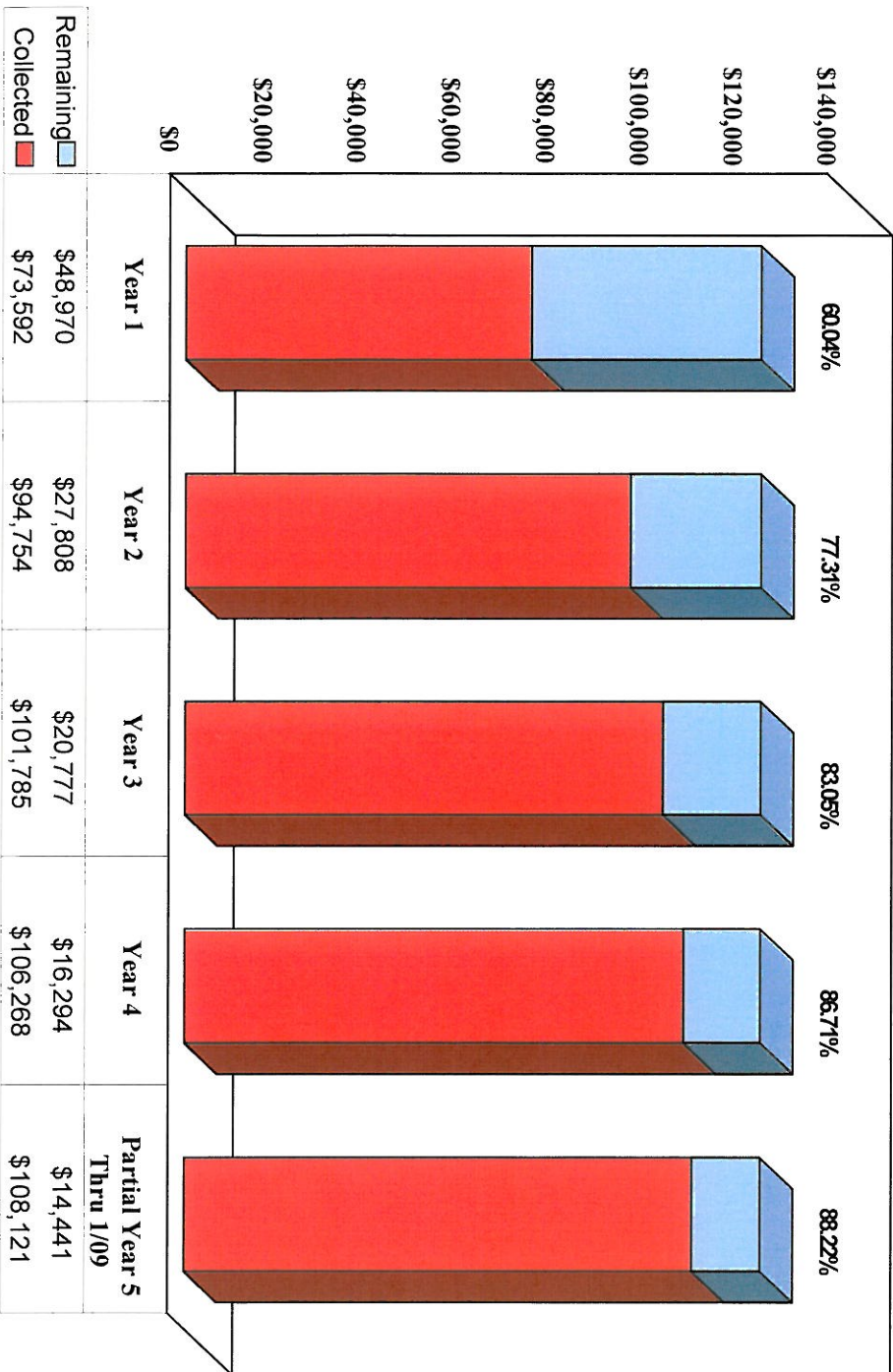
7/1 - 6/30 for each year - \$111,229  
 Initial Outstanding Base Taxes of 7/1/03



Perdue, Brandon, Fielder, Collins & Mott L.L.P.  
 Stevens & Rau P.C.

### City of Freeport

2003 Percentage of Collections



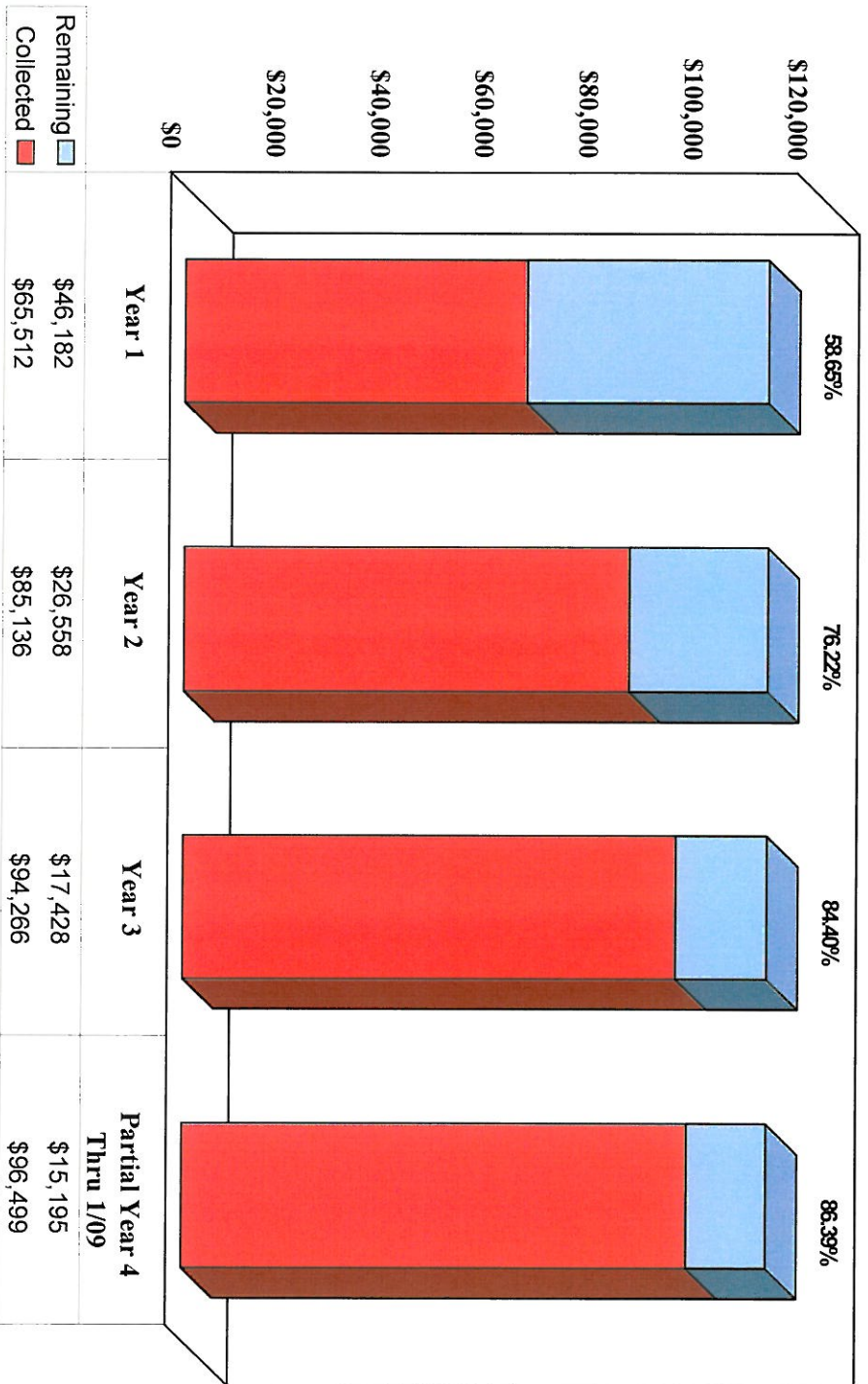
7/1 - 6/30 for each year - \$122,562  
 Initial Outstanding Base Tax as of 7/1/04



Perdue, Brandon, Fielder, Collins & Mott L.L.P.  
 Stevens & Rau P.C.

## City of Freeport

2004 Percentage of Collections

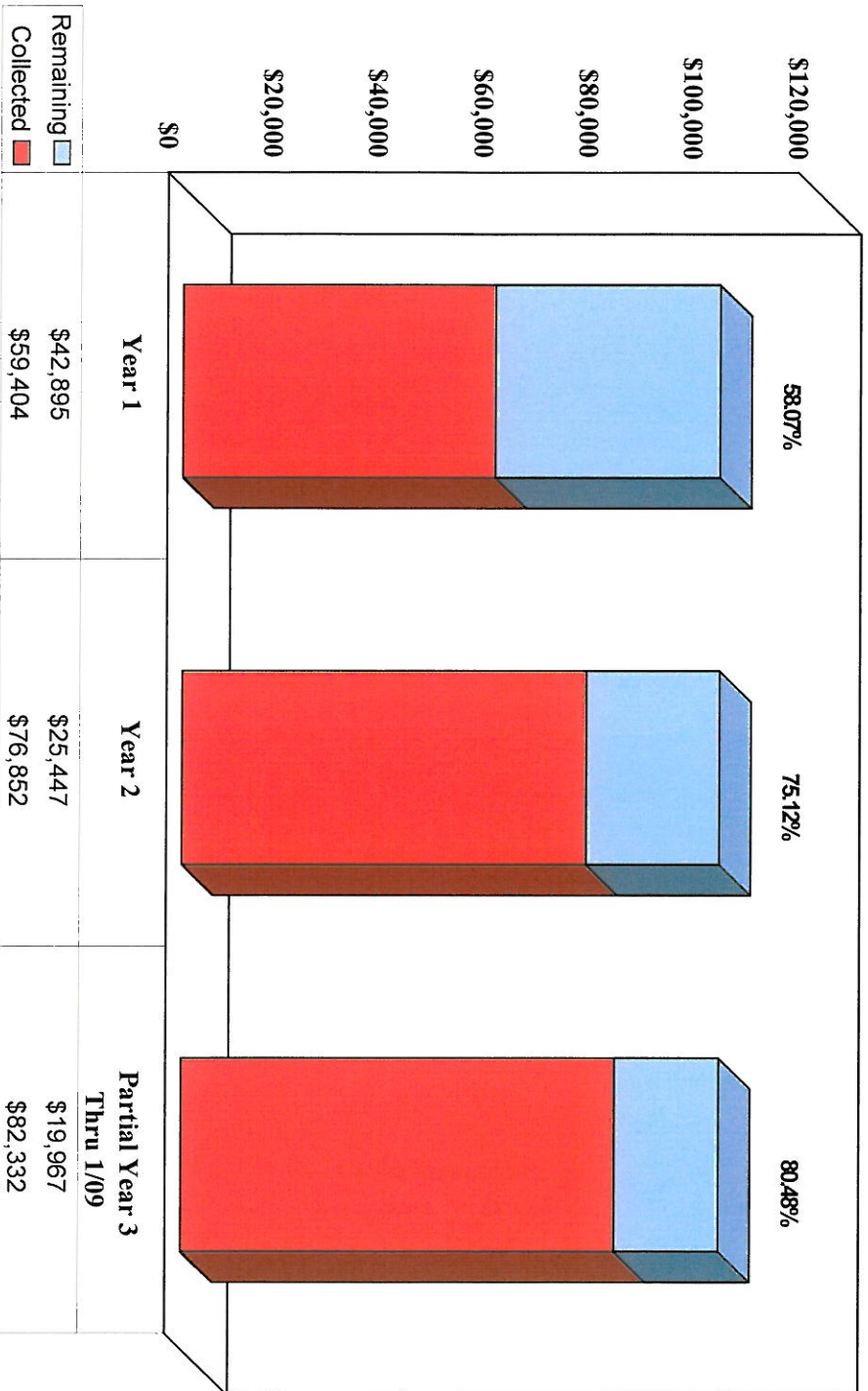


7/1 - 6/30 for each year - \$111,694  
 Initial Outstanding Base Tax as of 7/1/05

Perdue, Brandon, Fielder, Collins & Mott L.L.P.  
 Stevens & Rau P.C.

## City of Freeport

### 2005 Percentage of Collections

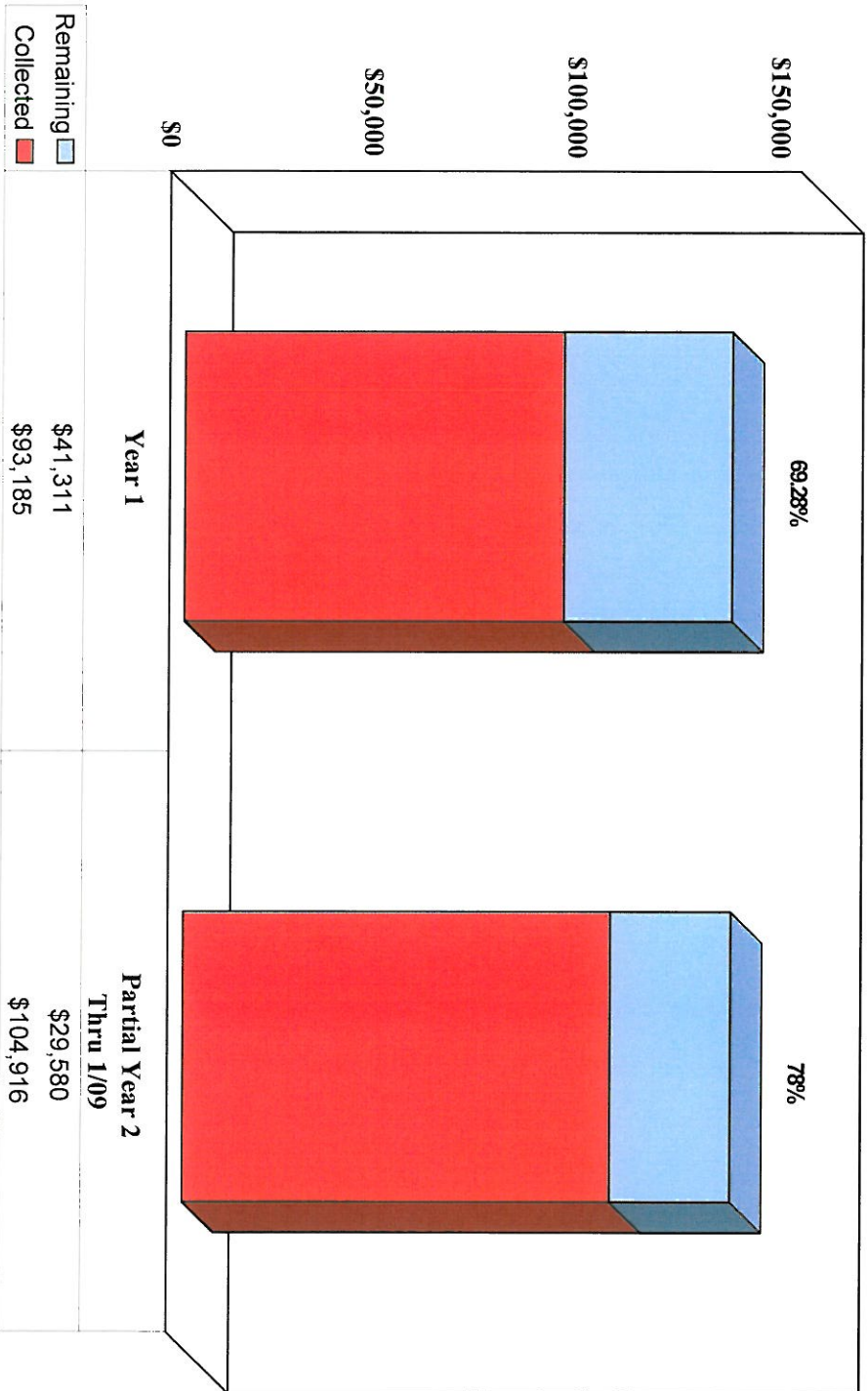


7/1 - 6/30 for each year - \$102,299  
 Initial Outstanding Base Tax as of 7/1/05

Perdue, Brandon, Fielder, Collins & Mott L.L.P.  
 Stevens & Rau P.C.

### City of Freeport

2006 Percentage of Collections

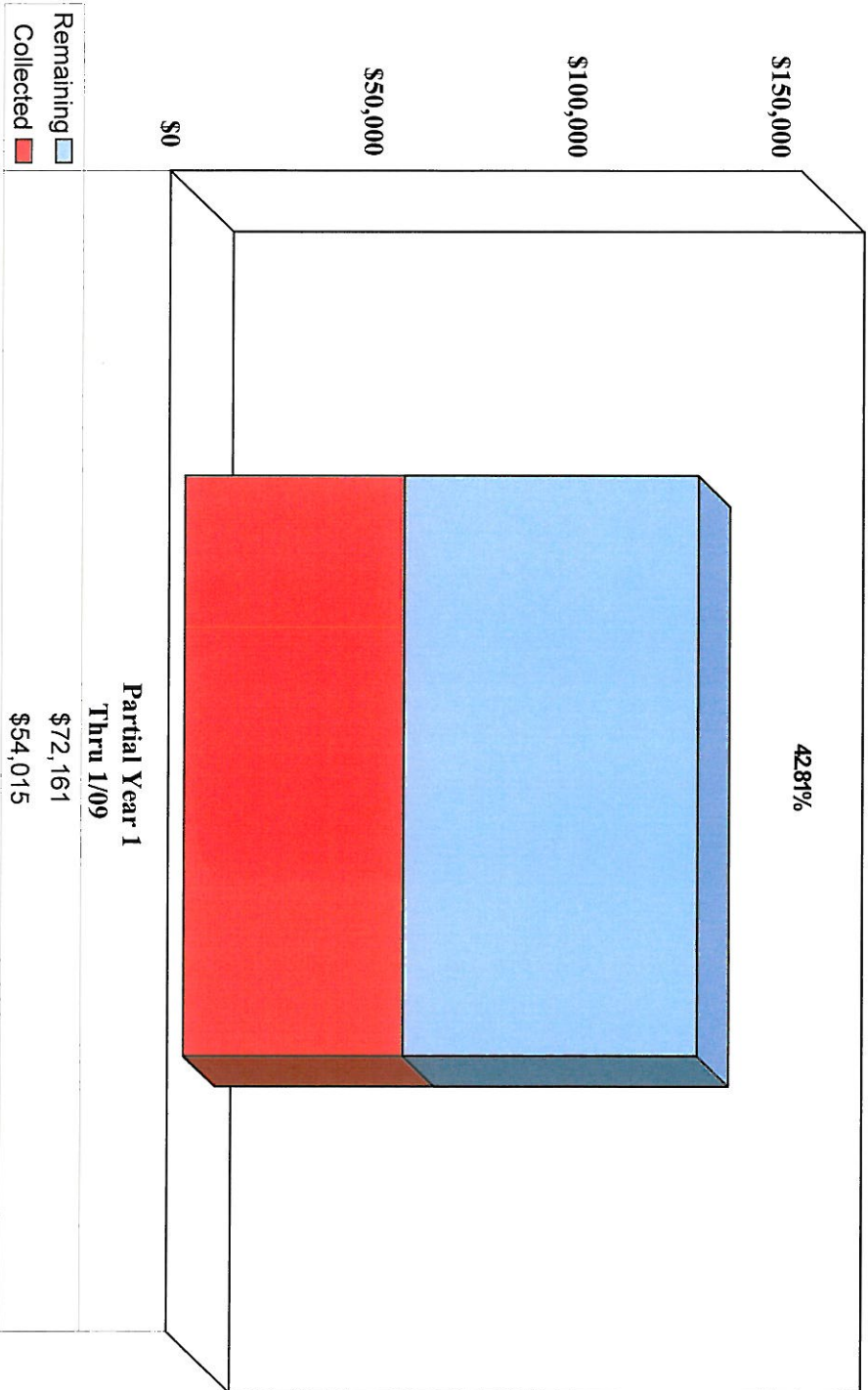


7/1 - 6/30 for each year - \$134,496  
 Initial Outstanding Base Tax as of 7/1/07

**Perdue, Brandon, Fielder, Collins & Mott L.L.P.  
Stevens & Rau P.C.**

## City of Freeport

### 2007 Percentage of Collections



7/1 - 6/30 for each year - \$126,176  
Initial Outstanding Base Tax as of 7/1/08

ORDINANCE NO. 2009-2217

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, VACATING AND ABANDONING A PORTION OF THE UNOPENED STREET RIGHT-OF-WAY KNOWN AS WHARTON STREET AND AUTHORIZING THE MAYOR OR, IN HIS ABSENCE, THE MAYOR PRO-TEM, TO EXECUTE A SPECIAL WARRANTY DEED CONVEYING THE SAME, SUBJECT TO RESERVATION HEREIN SET FORTH, TO GEORGE DAMIAN, THE ABUTTING PROPERTY OWNER, FOR THE FAIR MARKET VALUE THEREOF DETERMINED BY THE APPRAISAL ATTACHED HERETO IN ACCORDANCE WITH SECTION 272.001 OF THE LOCAL GOVERNMENT CODE UPON PAYMENT BY SAID OWNER OF THE COST OF SUCH APPRAISAL AND THE PREPARATION OF THE DEED HEREBY AUTHORIZED; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Wharton Street right-of-way is shown as a dedicated public street on the map or plat of the Velasco Townsite recorded in Volume 32, page 14 of the Deed Records of Brazoria County, Texas; and,

WHEREAS, GEORGE DAMIAN, hereinafter "the Applicant," is the sole owner of all property abutting upon the hereinafter described portion of such right-of-way within the incorporated limits of the City of Freeport, in Brazoria County, Texas, which has not been open to use by the public as a public street; and,

WHEREAS, the Applicant has petitioned the City Council of the City of Freeport to abandon and close said portion of said right-of-way and to convey the same to Applicant; and,

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



WHEREAS, the vacating and abandoning of such portion of said right-of-way would be in the public interest of and would benefit the public by placing such property on the tax roll of the City, potentially increasing the value thereof by allowing the Applicant to improve such property for private purposes, and eliminating the obligation of the City to maintain the such property; and,

WHEREAS, in order to determine the fair market value thereof, an appraisal of such portion of said right-of-way as having a value of \$3,250.00 has been obtained by the Property Manager of the City of Freeport from a licensed appraiser, a copy of such appraisal being attached hereto and incorporated herein by reference, and the City Council of the City of Freeport finds that, pursuant to Section 272.001 of the Local Government Code, such appraisal is conclusive of the fair market value thereof; and,

WHEREAS, the City of Freeport has incurred expenses consisting of an appraiser's fee of \$87.50 Dollars for such appraisal and attorney's fees of \$180.00 Dollars for the preparation of this ordinance and the hereinafter mentioned special warranty deed, for which the City should be reimbursed by the Applicant.

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

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

Second, that the portion of the dedicated but unopened Sweeny Street right-of-way described in the attached Field Notes is hereby declared to be vacated and abandoned. Provided, however, the City of Freeport hereby reserves all necessary easements for utility lines, cables, poles and mains presently in use or that may, in the sole discretion of the City, be required in the future. Provided further, with the consent of the City Manager and the appropriate officials of all affected utility companies furnishing public utilities within the City, the easement reserved herein may be released by the Mayor, or in his absence, the Mayor Pro-Temp if all lines, cables, poles and mains then existing are relocated to another duly established easement at the expense of the Applicant.

Third, upon payment by the Applicant to the Finance Director of the City of Freeport of the value thereof mentioned above and the reimbursement for the appraiser's and attorney's fees also mentioned above, the Mayor or, in his absence, the Mayor Pro-Temp, of the City of Freeport, Texas, is hereby authorized to execute and acknowledge and the City Secretary to attest a Special Warranty Deed conveying to the Applicant the portion of the Sweeny Street right-of-way described in the attached Field Notes.

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

THE STATE OF TEXAS

X

COUNTY OF BRAZORIA

X

KNOW ALL MEN BY THESE PRESENTS:

SPECIAL WARRANTY DEED

That the CITY OF FREEPORT, TEXAS, a municipal corporation lying and situated in Brazoria County, Texas, hereinafter called GRANTOR, duly organized and existing as such under and by virtue of the Constitution and Laws of the State of Texas and its Home Rule Charter, for the valuable consideration hereinafter specified, has GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY unto GEORGE DAMIAN of Brazoria County, Texas, hereinafter called GRANTEE, the following described real property lying and situated in the County of Brazoria and State of Texas, to-wit:

SEE ATTACHED FIELD NOTES

This conveyance is made and accepted subject to any and all valid and subsisting easements, rights-of-way, conditions, exceptions, reservations, restrictions, covenants and other encumbrances properly of record affecting the title to the above described property or hereinafter reserved.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns, forever; SAVE AND EXCEPT there is hereby reserved unto the City, its successors and assigns, all necessary easements for utility lines, cables, poles and mains presently in use or that may be, in the sole discretion of the Grantor, required in the future.

Grantor hereby binds itself, its successors and assigns, to Warrant and Forever Defend all and singular the said premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through and under Grantor but not otherwise.

The consideration for this conveyance is the following:

First, the sum of Ten and no/100 (\$10.00) Dollars and other good and valuable consideration to Grantor cash in hand paid by Grantee, the receipt of which is hereby acknowledged.



Second, the assumption by Grantee of any taxes assessed against such premises for the year 2009 and all subsequent years.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2009.

THE CITY OF FREEPORT, TEXAS

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

ATTEST:

\_\_\_\_\_  
Delia Muñoz, Its City Secretary

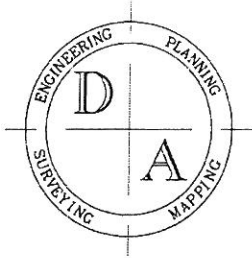
THE STATE OF TEXAS X

COUNTY OF BRAZORIA X

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2009, by LARRY McDONALD, SR., as Mayor of the City of Freeport, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

MAILING ADDRESS OF GRANTEE:



## DAMIAN & ASSOCIATES, INC.

ENGINEERING, PLANNING, SURVEYING AND MAPPING  
1512 N. AVENUE J  
FREEPORT, TX 77541

BUSINESS (979) 233-7177  
FAX (979) 233-3877

**LOT 13A  
BEING A PORTION OF THE  
WHARTON STREET RIGHT-OF-WAY  
BETWEEN BLOCK 811 AND BLOCK 788 AND  
BETWEEN AVENUE Q AND AVENUE R  
TOWN OF FREEPORT  
BRAZORIA COUNTY, TEXAS**

**BEING a 4,375.88 square feet (35.00' x approximate 125.025') portion of Wharton Street right-of-way between Block 811 and Block 788 and between Avenue Q and Avenue R out of the Town of Freeport, Brazoria County, Texas as recorded in Volume 32 Page 15 of the Deed Records of Brazoria County, Texas, and being described by metes and bounds as follows:**

COMMENCING at a found  $\frac{3}{4}$ " iron pipe for the southwesterly corner of Lot 1, Block 811 out of the Town of Freeport as recorded in Volume 32 Page 15 of the Deed Records of Brazoria County, Texas, said  $\frac{3}{4}$ " iron pipe being the POINT OF COMMENCEMENT for this Lot 13A;

THENCE, South 56 degrees 56 minutes 00 seconds East, along the northeasterly right-of-way of Avenue Q, a distance of 303.88 feet to a found  $\frac{1}{2}$ " iron rod for the southeasterly corner of Lot 12, Block 811;

THENCE, North 33 degrees 04 minutes 00 seconds East, a distance of 145.00 feet to a found  $\frac{1}{2}$ " iron rod at the southeasterly corner of Lot 13, Block 811 and said iron rod being the southwesterly corner and the POINT OF BEGINNING of this Tract 13A;

THENCE, North 33 degrees 04 minutes 00 seconds East, along the southeasterly boundary line of Lot 13, Block 811, a distance of 125.05 feet to a found  $\frac{1}{2}$ " iron rod on the southwesterly right-of-way of Avenue R and being a point for corner of this Lot 13A;

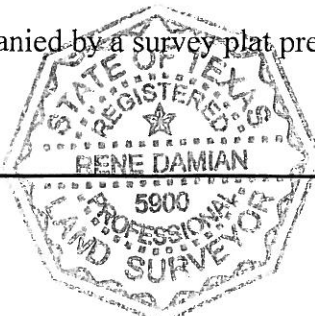
THENCE, South 56 degrees 56 minutes 00 seconds East, along the southwesterly right-of-way of Avenue R, a distance of 35.00 feet to a set  $\frac{1}{2}$ " iron rod with Damian Associates cap for corner of this Lot 13A;

THENCE South 33 degrees 04 minutes 00 seconds West, a distance of 125.00 feet to a set  $\frac{1}{2}$ " iron rod on the dedicated 20' alley property line and said iron rod being a point for corner on this Lot 13A;

THENCE, North 56 degrees 56 minutes 00 seconds West, a distance of 35.00 feet to the POINT OF BEGINNING and containing 4,375.88 square feet of land more or less.

This metes and bounds description is accompanied by a survey plat prepared by Damian & Associates.

Rene Damian  
Registered Professional Land Surveyor  
Registration No. 5900



ORDINANCE NO. 2009-2218

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, VACATING AND ABANDONING A PORTION OF THE UNOPENED STREET RIGHT-OF-WAY KNOWN AS WHARTON STREET AND AUTHORIZING THE MAYOR OR, IN HIS ABSENCE, THE MAYOR PRO-TEM, TO EXECUTE A SPECIAL WARRANTY DEED CONVEYING THE SAME, SUBJECT TO RESERVATION HEREIN SET FORTH, TO H.M. WESSARGES, THE ABUTTING PROPERTY OWNER, FOR THE FAIR MARKET VALUE THEREOF DETERMINED BY THE APPRAISAL ATTACHED HERETO IN ACCORDANCE WITH SECTION 272.001 OF THE LOCAL GOVERNMENT CODE UPON PAYMENT BY SAID OWNER OF THE COST OF SUCH APPRAISAL AND THE PREPARATION OF THE DEED HEREBY AUTHORIZED; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Wharton Street right-of-way is shown as a dedicated public street on the map or plat of the Velasco Townsite recorded in Volume 32, page 14 of the Deed Records of Brazoria County, Texas; and,

WHEREAS, H.M. WESSARGES, hereinafter "the Applicant," is the sole owner of all property abutting upon the hereinafter described portion of such right-of-way within the incorporated limits of the City of Freeport, in Brazoria County, Texas, which has not been open to use by the public as a public street; and,

WHEREAS, the Applicant has petitioned the City Council of the City of Freeport to abandon and close said portion of said right-of-way and to convey the same to Applicant; and,

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

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

WHEREAS, the vacating and abandoning of such portion of said right-of-way would be in the public interest of and would benefit the public by placing such property on the tax roll of the City, potentially increasing the value thereof by allowing the Applicant to improve such property for private purposes, and eliminating the obligation of the City to maintain the such property; and,

WHEREAS, in order to determine the fair market value thereof, an appraisal of such portion of said right-of-way as having a value of \$3,250.00 has been obtained by the Property Manager of the City of Freeport from a licensed appraiser, a copy of such appraisal being attached hereto and incorporated herein by reference, and the City Council of the City of Freeport finds that, pursuant to Section 272.001 of the Local Government Code, such appraisal is conclusive of the fair market value thereof; and,

WHEREAS, the City of Freeport has incurred expenses consisting of an appraiser's fee of \$87.50 Dollars for such appraisal and attorney's fees of \$180.00 Dollars for the preparation of this ordinance and the hereinafter mentioned special warranty deed, for which the City should be reimbursed by the Applicant.

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

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

Second, that the portion of the dedicated but unopened Sweeny Street right-of-way described in the attached Field Notes is hereby declared to be vacated and abandoned. Provided, however, the City of Freeport hereby reserves all necessary easements for utility lines, cables, poles and mains presently in use or that may, in the sole discretion of the City, be required in the future. Provided further, with the consent of the City Manager and the appropriate officials of all affected utility companies furnishing public utilities within the City, the easement reserved herein may be released by the Mayor, or in his absence, the Mayor Pro-Temp if all lines, cables, poles and mains then existing are relocated to another duly established easement at the expense of the Applicant.

Third, upon payment by the Applicant to the Finance Director of the City of Freeport of the value thereof mentioned above and the reimbursement for the appraiser's and attorney's fees also mentioned above, the Mayor or, in his absence, the Mayor Pro-Temp, of the City of Freeport, Texas, is hereby authorized to execute and acknowledge and the City Secretary to attest a Special Warranty Deed conveying to the Applicant the portion of the Sweeny Street right-of-way described in the attached Field Notes.

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

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


READ, PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Larry McDonald, Sr., Mayor,  
City of Freeport, Texas

ATTEST:

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

APPROVED AS TO FORM ONLY:

  
\_\_\_\_\_  
Wallace Shaw, City Attorney  
City of Freeport, Texas

C:\Freeport.Sal\Wharton St-Wessarges-AbSt-Ord

THE STATE OF TEXAS                   X  
COUNTY OF BRAZORIA                 X     KNOW ALL MEN BY THESE PRESENTS:

SPECIAL WARRANTY DEED

That the CITY OF FREEPORT, TEXAS, a municipal corporation lying and situated in Brazoria County, Texas, hereinafter called GRANTOR, duly organized and existing as such under and by virtue of the Constitution and Laws of the State of Texas and its Home Rule Charter, for the valuable consideration hereinafter specified, has GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY unto H.M. WESSARGES of Brazoria County, Texas, hereinafter called GRANTEE, the following described real property lying and situated in the County of Brazoria and State of Texas, to-wit:

SEE ATTACHED FIELD NOTES

This conveyance is made and accepted subject to any and all valid and subsisting easements, rights-of-way, conditions, exceptions, reservations, restrictions, covenants and other encumbrances properly of record affecting the title to the above described property or hereinafter reserved.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns, forever; SAVE AND EXCEPT there is hereby reserved unto the City, its successors and assigns, all necessary easements for utility lines, cables, poles and mains presently in use or that may be, in the sole discretion of the Grantor, required in the future.

Grantor hereby binds itself, its successors and assigns, to Warrant and Forever Defend all and singular the said premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through and under Grantor but not otherwise.

The consideration for this conveyance is the following:

First, the sum of Ten and no/100 (\$10.00) Dollars and other good and valuable consideration to Grantor cash in hand paid by Grantee, the receipt of which is hereby acknowledged.

Second, the assumption by Grantee of any taxes assessed against such premises for the year 2009 and all subsequent years.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

THE CITY OF FREEPORT, TEXAS

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

ATTEST:

\_\_\_\_\_  
Delia Muñoz, Its City Secretary

THE STATE OF TEXAS X

COUNTY OF BRAZORIA X

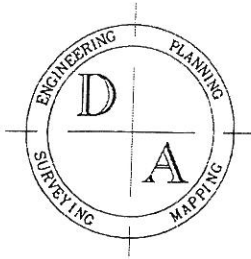
This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by LARRY McDONALD, SR., as Mayor of the City of Freeport, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

MAILING ADDRESS OF GRANTEE:

C\Freeport.Sal\Wharton St-Wessarges-AbSt-SWD





## DAMIAN & ASSOCIATES, INC.

ENGINEERING, PLANNING, SURVEYING AND MAPPING  
1512 N. AVENUE J  
FREEPORT, TX 77541  
BUSINESS (979) 233-7177  
FAX (979) 233-3877

**LOT 24A  
BEING A PORTION OF THE  
WHARTON STREET RIGHT-OF-WAY  
BETWEEN BLOCK 811 AND BLOCK 788 AND  
BETWEEN AVENUE Q AND AVENUE R  
TOWN OF FREEPORT  
BRAZORIA COUNTY, TEXAS**

**BEING a 4,375.00 square feet (35.00' x 125.00) portion of Wharton Street right-of-way between Block 811 and Block 788 and between Avenue Q and Avenue R out of the Town of Freeport, Brazoria County, Texas as recorded in Volume 32 Page 15 of the Deed Records of Brazoria County, Texas, and being described by metes and bounds as follows:**

COMMENCING at a found  $\frac{3}{4}$ " iron pipe for the southwesterly corner of Lot 1, Block 811 out of the Town of Freeport as recorded in Volume 32 Page 15 of the Deed Records of Brazoria County, Texas, said  $\frac{3}{4}$ " iron pipe being the POINT OF COMMENCEMENT for this Lot 24A;

THENCE, South 56 degrees 56 minutes 00 seconds East, along the northeasterly right-of-way of Avenue Q, a distance of 338.88 feet to a set  $\frac{1}{2}$ " iron rod with Damian Associates cap for the southeasterly corner of Lot 12A (a lot formed within the Wharton St. right-of-way);

THENCE, North 33 degrees 04 minutes 00 seconds East, a distance of 145.00 feet to a set  $\frac{1}{2}$ " iron rod with Damian Associates cap at the southeasterly corner of Lot 13A (a lot formed within the Wharton St. right-of-way), and said iron rod being the southwesterly corner and the POINT OF BEGINNING of this Tract 24A;

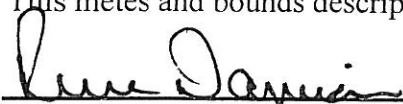
THENCE, North 33 degrees 04 minutes 00 seconds East, along the southeasterly boundary line of Lot 13A, a distance of 125.00 feet to a set  $\frac{1}{2}$ " iron rod with Damian Associates cap on the southwesterly right-of-way of Avenue R and being a point for corner of this Lot 24A;

THENCE, South 56 degrees 56 minutes 00 seconds East, along the southwesterly right-of-way of Avenue R, a distance of 35.00 feet to a set  $\frac{1}{2}$ " iron rod with Damian Associates cap for corner of this Lot 24A, said corner being the same as the northwesterly corner of Lot 24, Block 788;

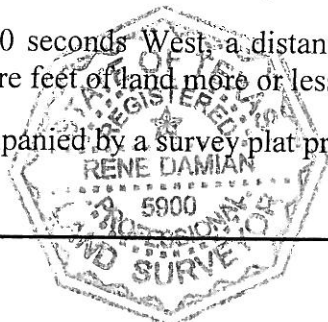
THENCE South 33 degrees 04 minutes 00 seconds West, a distance of 125.00 feet to a set  $\frac{1}{2}$ " iron rod with Damian Associates cap on the dedicated 20' alley property line and said iron rod being a point for corner on this Lot 24A and being common with the southwesterly corner of Lot 24, Block 788;

THENCE, North 56 degrees 56 minutes 00 seconds West, a distance of 35.00 feet to the POINT OF BEGINNING and containing 4,375.00 square feet of land more or less.

This metes and bounds description is accompanied by a survey plat prepared by Damian & Associates.



Rene Damian  
Registered Professional Land Surveyor  
Registration No. 5900



(9) Such other further information as the City Manager shall require.  
('68 Code, § 38-33)  
(Ord. 1047, passed 5-10-61)

(C) *Fee.* Along with the application for a permit required by the provisions of this section, the applicant therefor shall pay to the city a fee of \$50.  
('68 Code, § 38-34) (Ord. 1391, passed 1-15-78)  
Penalty, see § 10.99

**§ 150.088 INSPECTION OF BUILDING; REPORT.**

(A) On or before ten days following the date of the application (not including the date of such application), the City Manager shall cause the building to be moved to be inspected by the following persons:

- (1) The Fire Marshal.
- (2) The Building Inspector.
- (3) The City Engineer.

('68 Code, § 38-35)

(B) The persons named in division (A) of this section shall make a written report to the City Manager relative to the building or structure to be moved under a permit required by the provisions of this subchapter. ('68 Code, § 38-36)  
(Ord. 1047, passed 5-10-61)

**§ 150.089 TIME LIMITATION FOR ACTION.**

Within ten days after the receipt of the written report provided for in § 150.088(B), the City Manager shall act on the application for a permit required by the provisions of this subchapter.  
('68 Code, § 38-37) (Ord. 1047, passed 5-10-61)

**§ 150.090 GROUNDS FOR DENIAL.**

No permit shall be issued under the provisions of this subchapter if:

(A) The applicant fails to answer truthfully any question contained in the application.

(B) In the opinion of the City Engineer, based upon engineering calculations, the movement of the building or structure would be reasonably calculated to damage any public street or alley to a greater extent than \$2,500.

(C) In the opinion of the Fire Marshal or Building Inspector, the building or structure does not conform to the minimum building standards set forth and established in the Southern Standard Building Code adopted by the provisions of this chapter, and/or if such building or structure would constitute a hazard to the public from the standpoint of fire, windstorm, or hurricane.  
('68 Code, § 38-38) (Ord. 1047, passed 5-10-61)

**§ 150.091 INSURANCE REQUIRED.**

Every person who applies for a permit under the provisions of this subchapter shall, prior to such permit being issued, file with the Building Official at all times when working in the city, certificates (in which the city is named as a certificate holder) certifying that such installer has in force the following insurance issued by an insurance company licensed to do business in the state:

(A) Worker's compensation insurance on each and every employee as required and in accordance with the worker's compensation laws of the state.

(B) Public liability insurance to the extent of at least \$50,000 for any one occurrence and \$100,000 in the aggregate.

(C) Property damages insurance to the extent of \$10,000 for any one occurrence and \$100,000 in the aggregate.  
(Ord. 1737, passed 2-1-93) Penalty, see § 10.99

level of a foundation or other supporting member or part of a member of a house or other structure, shall prior to performing any work within the corporate limits of the city obtain a license from the city. Application for such license shall be made in a form prescribed by the city, and if an applicant shall meet all criteria established by the city for the issuance of such license, then upon payment of an annual license fee by the applicant in the sum of \$50, the city shall issue such license. A license issued hereunder shall expire on December 30 next following either the issuance or renewal thereof. Licenses may be renewed by payment of the annual license fee on or before January 1 of each year.

(B) In addition to the license herein required, prior to performing work within the city, the licensee shall further obtain a permit therefor, which permit shall be issued upon the payment of a \$50 permit fee, if it appears that the plans and specifications filed, as herein provided, comply with the terms and provisions of this subchapter. Such permit fee shall be paid in addition to any other fees that may be required by this code prior to the issuance of such a permit. (Ord. 1694, passed 10-15-90) Penalty, see § 10.99

**§ 150.106 INSURANCE REQUIREMENTS.**

No permit to do work under the terms and provisions of this subchapter shall be issued to any person until the applicant therefor shall submit to the Building Official of the city the following good and sufficient policy or policies of insurance:

(A) Worker's compensation insurance on each and every one of his employees, and this insurance shall be in accordance with the provision of the Worker's Compensation Act of the state;

(B) Bodily injury liability insurance to the extent of \$300,000 for any one occurrence and \$300,000 in the aggregate;

(C) (1) General property damage insurance providing general liability coverage, including coverage as to injury to city facilities and property, to

the extent of \$100,000 for any one occurrence and \$100,000 in the aggregate, or a combined single limit of \$400,000 per occurrence and in the aggregate.

(2) Such insurance policy shall be issued and effective prior to the commencement of work under the permit and the term thereof shall not expire until one year from the date the work contemplated herein has been finally inspected and approved by the Building Official of the city or the date the work has been finally completed, whichever occurs last.

(D) (1) Such insurance shall be written by an admitted company under the supervision of the State Board of Insurance.

(2) Evidence of the compliance with the above insurance requirements shall be considered as having been met when the policy, a copy thereof of a certificate of insurance has been filed with and approved by the Building Official. Such policy shall include an endorsement thereon that the Building Official will be notified at least ten days in advance in the event the policy or policies are cancelled or expire before the expiration date of the permit. Any permit issued hereunder may be revoked if such insurance is not kept in force.

(Ord. 1694, passed 10-15-90) Penalty, see § 10.99

**§ 150.107 PLANS AND SPECIFICATIONS.**

When a person requests a permit under this subchapter, two copies of the plans or specifications, which shall reveal the dimensions of the house or building and the portions of the house or building requiring leveling, shall be submitted to the Building Official. If the slab foundation is cracked, the location of the area in which the foundation is cracked shall be marked on the plans and specifications. One copy of such plans or specifications shall be returned when the permit is issued. The plans and specifications must show full compliance with the term and provision of this subchapter and all of the requirements as herein provided.

(Ord. 1694, passed 10-15-90)



200 West 2nd Street • Freeport, TX 77541-5773

(979) 233-3526 • Fax: (979) 233-8867 • [www.freeport.tx.us](http://www.freeport.tx.us)

## PROPERTY MANAGEMENT

### MEMO

March 3, 2009

Jeff Pynes  
City Manager

re: lot 15, Block 7, Freeport Townsite  
Tax ID 4200-0129-000

Please place the following item on the March 16, 2009 City Council agenda:

Discuss / consider the sale of the city interest in block 7, lot 15,  
Freeport Townsite, known as 514 East 8th Street, Freeport, Texas.  
Tax ID 4200-0129-000.

Bid analysis and plat attached.

This is a re-agenda item from March 2, 2009.

N C Hickey  
Property

attach

/s



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## PROPERTY MANAGEMENT MEMO

Council Agenda Date: March 16, 2009

Agenda item:

Legal Description: Block 7, Lot 15  
Street Address: 514 East 8th Street, Freeport Townsite  
Tax ID 4200-0129-000

Type of Property: Trust  
Sheriff Sale Date: 10-03-2001  
Sheriff Deed Number: 01-047158

Years Taxes Delinquent: 29 years  
Taxes extinguished by Sheriff Sale: \$7,398.99

Appraisal District Value: \$1,400.00  
Offer by: Port Freeport \$1,400.00  
Court Cost & Post Judgment: \$1,398.48  
Liens: Paving & Care of Premises \$

Amount Left to Distribute: \$ 1.52  
Distribution Amount to Freeport: \$ 0.48

Zoning: R3

Action:  Accept Offer  
 Reject Offer  
 Re-agenda

### COMMENTS:

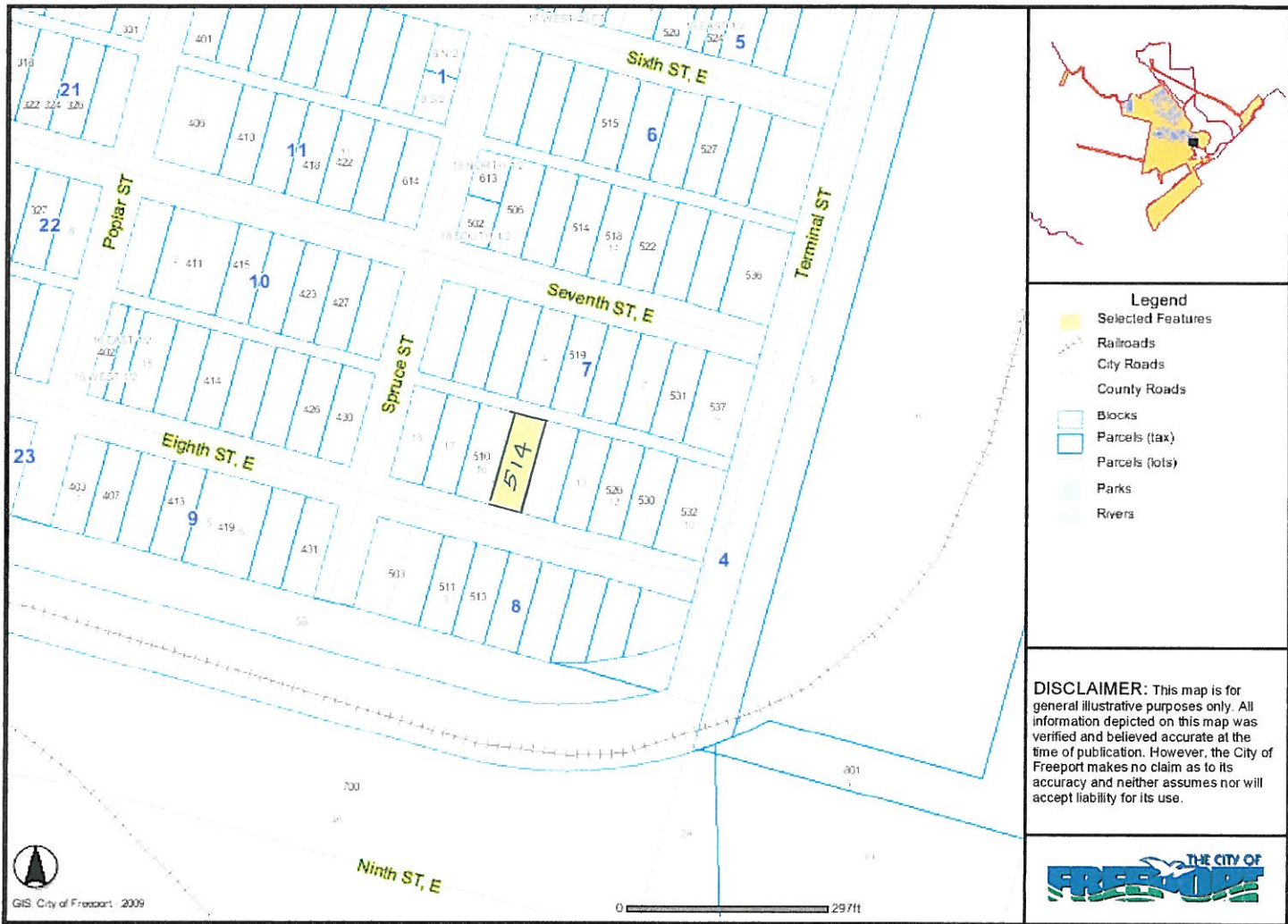
Corrected data from March 2, 2009, agenda

Motion by \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

Trust sale-Council action



Lot 15, Block 7 - 514 East 8th



BID ANALYSIS

Cause Number: 5650-T98 Account Number: 4200-0129-000  
 Offer Amount: \$1,400.00 Value \$: \$1,400.00  
 Person Offering: PORT FREEPORT Adjudged Value\$: \$2,580.00

Judgement Information

Taxing Entity	Tax Years	Amount Due
BC	1985-1999	\$974.66
BCED	1985-1999	\$571.31
Brazosport ISD	1985-1999	\$2,687.19
BRHND	1985-1999	\$272.68
Brazosport College	1985-1999	\$176.92
Velasco Drainage	1985-1999	\$383.24
City of Freeport	1985-1999	\$2,332.99
<b>Total</b>		<b>\$7,398.99</b>

Costs

Court Costs	\$646.00	Sheriff Fees	
Publication Fees		Research Fees	\$291.40
Ad Litem		Recording fee's	
Liens			0
<b>Total</b>		<b>\$937.40</b>	

Post Judgement Information

Taxing Entity	Tax Year's	
BC	2000-2008	\$65.78
BCED	2000-2008	\$0.00
Brazosport ISD	2000-2008	\$229.46
BRHND	2000-2008	\$11.94
Brazosport College	2000-2008	\$14.01
Velasco Drainage	2000-2008	\$11.53
City of Freeport	2000-2008	\$128.36
<b>Post Judgment Total</b>		<b>\$461.08</b>

Proposed Distribution

Offer Amount \$1,400.00 Costs + P & J \$1,398.48  
 Net to Distribute \$ \$1.52

BC	13.17%	\$0.20
BCED	7.72%	\$0.12
Brazosport ISD	36.32%	\$0.55
BRHND	3.69%	\$0.06
Brazosport College	2.39%	\$0.04
Velasco Drainage	5.18%	\$0.08
City of Freeport	31.53%	\$0.48

PUBLIC NOTICE REQUESTING BIDS ON A PIPELINE RIGHT-OF-WAY  
AND EASEMENT ACROSS CERTAIN LAND OWNED BY CITY OF FREEPORT

The CITY OF FREEPORT, TEXAS (the "City") is requesting bids on a Pipeline Right-of-Way and Easement across the following described land (the "Land") owned by the City:

- I. Southerly 5 feet out of 3582.17 square feet out of Lot 9, Block 8, Freeport Townsite, Brazoria County, Texas, described in the easement from Tinna Mae Morant to the City recorded in 1988 Volume 616, page 189 of the Official Records of said county.
- II. Southerly 5 feet out 1538.194 square feet out of Lot 8, Block 8, Freeport Townsite, Brazoria County, Texas, described in the easement from Marion Watson and wife, Louise Watson, to the City recorded in 1987 Volume 371, page 500 of the Official Records of said county.
- III. Five (5) feet of the Southerly terminus of Terminal Street right-of-way and the easterly fiive (5) feet of the Terminal Street right-of-way south of its intersection with East Fifth Street.

Bids must be received not later than 5:00 o'clock, P.M., March 16, 2009, after which, on such date, all bids will be open and read aloud. Bids must be delivered to the City Manager's Office, 200 West Second Street, Second Floor, Freeport, Texas 77541. A Pipeline Right-of-Way and Easement Bid Package, including applicable legal descriptions and a Pipeline Right-of-Way and Easement Specification Sheet containing the minimum requirements, may be obtained from the City Secretary at 200 West Second Street, Second Floor, Freeport, Texas 77541. Each bid must be accompanied by bid security (the "Security") in the form of (i) a certified check, (ii) a cashier's check, or (iii) a bidder's bond with a responsible corporate surety authorized to do business in Texas. The Security must be in the amount of the payment for the Easement the bidder is proposing or if a non-cash payment is being offered in the amount of the fair market value of the non-cash payment. The Security shall guarantee that the bidder will perform the terms of the bid if it is accepted by the City. The City reserves the right to reject any or all bids.

BY ORDER OF THE CITY COUNCIL of the City of Freeport, Texas, this 17<sup>th</sup>  
day of February, 2009.

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Delia Munoz, City Secretary  
City of Freeport, Texas

NOTE: Publish twice on two separate days, the first publication to be more than 14 days before date on which the bids are to be opened and read aloud.