

City of Freeport

NOTICE OF PUBLIC MEETING
THE FREEPORT CITY COUNCIL
MONDAY, MARCH 7TH 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 22nd, 2011 Council Minutes.
Pg. 140-143
5. Attending citizens and their business.
6. Consideration of renewing the contracts for the collection of delinquent taxes and for the collection of mowing, demolition & paving liens with Perdue Brandon Fielder Collins, & Mott, L.L. P. Pg. 144-153
7. Consideration of approving Ordinance No. 2011-2274, authorizing and imposing an additional collection penalty on delinquent taxes pursuant to Texas Tax Code Section 33.11. Pg. 154-155b
8. Consideration of approving Ordinance No. 2011-2275 amending Section 71.21 of the Code of Ordinance to set the speed limit on State Hwy. 332 from the west city limits to the east city limits at 55 mile per hour. Pg. 156-158b
9. Consideration of authorizing the Mayor to sign a contract with Mike Sorrell Trucking for the demolition of structures and on asbestos removal from the Gulf Boulevard Motel, 119 S. Gulf Boulevard, Freeport Texas. Pg. 159-166
10. Consideration of setting March 21st 2011, as the date to receive bids for the construction of the Freeport Marina Ship Store and ratifying the publication of the Invitation to Bid notice thereof in the Brazosport Facts. Pg. 167-167b

11. Consideration of approving a residential tax abatement application and setting April 4th, 2011 for a public hearing to consider designating the following described real property located with 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 for Christine H. Garfield and Ron Shoup, 502 W. First, Freeport Texas , Block 80, Lot 8, Freeport Townsite, Id No. 4200-0777-000. Pg. 168
12. Consideration of approving Resolution No. 2011-2254 nominating and appointing a qualified person to the Planning Commission of the City. Pg. 169

Work:


- A. Report by Leslie Schkade of Perdue Brandon Fielder Collins & Mott L.L.P concerning the collection report. Pg. 171-182

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. Requests should be received 48 hours before the meeting. Please contact the City Secretary 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. 2nd Street, Freeport, Texas, March 4th, 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 Tuesday, February 22nd, 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
 Tyrone Morrow, Police Chief
 Brian Davis, Fire Chief
 Bob Welch, Finance Director
 B. R. Williams, Street Supervisor

Visitors; Joaquin Damian Manny Rollerson
 Sue Green Rosa McDonald
 Annette Sanford Alonzo Martinez
 Carol Rangel Sam Reyna
 Jerry Meeks Jerry Meeks
 Jim Pirrung Dorothy Pirrung
 Cliff Vandergriff

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 February 7th, 2011 Council Minutes.

On a motion by Councilwoman Mireles, seconded by Councilwoman Garcia, with all present voting "aye", Council unanimously approved the February 7th, 2011 Council Minutes.

Attending citizens and their business.

Manning Rollerson of 905 N. Ave. J. Apt. 2102 thanked Council for the lights erected on Skinner Street and Ave J, installed by CenterPoint.

Recognition: Sue Green for volunteering her services to monitor the kids at school crossings.

Mayor McDonald presented a plaque to Sue Green for her services.

Consideration of approving the appointment of Jon Berryhill and Tim Trevino as members of the Freeport Police Reserve Force.

On a motion by Councilwoman Kent, seconded by Councilwoman Garcia, with all present voting "aye", Council unanimously approved Chief Morrow's appointments of Jon Berryhill and Tim Trevino as members of the Freeport Police Reserve Force.

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 instruction 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.

On a motion by Councilwoman Garcia, seconded by Councilwoman Mireles, with all present voting "aye", Council unanimously approved 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 instruction 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.

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.

On a motion by Councilwoman Garcia, seconded by Councilwoman Kent, with all present voting "aye", Council unanimously approved 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.

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.

No action taken.

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.

On a motion by Councilwoman Mireles, seconded by Councilwoman Kent, with all present voting "aye", Council unanimously approved authorizing the Mayor to sign an interlocal agreement with Brazoria County and the City of Freeport to participate in a regional hazard mitigation plan.

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

At 7:36 p.m. Mayor McDonald reconvened in Open Session to take action on Executive Session:

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.

- a. On a motion by Councilwoman Garcia, seconded by Councilwoman Kent, with all present voting "aye", Council unanimously approved an air monitoring Site agreement with TCEQ.
- b. On a motion by Councilwoman Mireles, seconded by Councilwoman Kent, with all present voting "aye", Council unanimously approved extending for six months the Industrial District contract with Dow Chemical Company and BASF Corporation.

Mayor McDonald opened the Work Session at 6:47 p.m.

Work Session:

Discussion regarding the First Choice Power energy contract, expiring July 31st, 2011.

Bob Welch Finance Director discussed the City's energy contract. He presented several options. He suggested that the City lock in with Gexa Energy, a savings of \$813,000 over a three year period.

Mayor McDonald opened the Executive Session at 6:52 p.m.

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.

Action taken in open session

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

No action taken

Adjourn

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

Mayor – Larry L. McDonald

City Secretary – Delia Munoz

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

II.

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

III.

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

IV.

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

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

V.

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

Compensation Amounts

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

VI.

This Contract shall commence on **April 29, 2011** and continue in force and effect until **April 28, 2013**, and shall thereafter continue on a month to month basis, except that either party to this agreement may terminate this agreement by giving the other party thirty (30) days written notice of their desire and intention to terminate this agreement; and further provided that the Firm shall have an additional six (6) months to reduce to payment or judgment all tax litigation and bankruptcy claims filed prior to the date this agreement becomes terminated.

VII.

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

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

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

WITNESS the signatures of all parties hereto in duplicate originals this the _____ day of

_____, 2011, Brazoria County, Texas.

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

Attorneys At Law

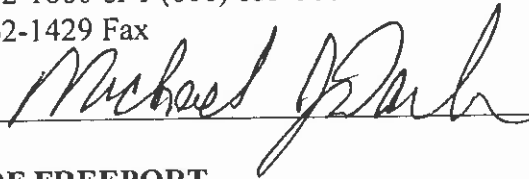
1235 North Loop West, Suite 600

Houston, Texas 77008

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

(713) 862-1429 Fax

By: _____



CITY OF FREEPORT

By: _____

Attest: _____

STATE OF TEXAS
COUNTY OF BRAZORIA

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

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

1. SERVICE PROVIDED BY FIRM:

Firm agrees to provide the following services to City:

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

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

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

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

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

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

3. REMUNERATION

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

4. TERM OF CONTRACT

This contract shall be effective beginning the 1st day of June 2011, and shall continue for a two (2) year term ending on the 1st day of June 2013 and continue on a month to month basis thereafter until terminated. Either party may terminate this contract upon sixty (60) days written notice to the other party or at the address provided below.

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

5. RECITALS

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

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

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

SIGNED the _____ day of _____, 2011, pursuant to City Council approval on _____, 2011.

ATTEST

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

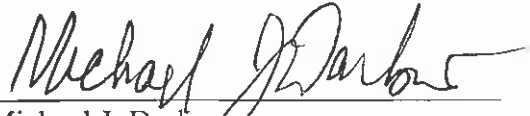
CITY CLERK

City Manager

APPROVED:

CITY ATTORNEY

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



Michael J. Darlow
SBN: 05387300
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Houston, Texas 77008
(713) 862-1860
(713) 862-1429 Fax

PerdueBrandonFielderCollins&Mott LLP
ATTORNEYS AT LAW

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TELEPHONE 713-862-1860
FAX 713-862-1429
www.pbfc.com

Michael J. Darlow
ATTORNEY

Information concerning Early Turnover of Personal Property

As you know, taxes billed in October generally go delinquent and incur penalties and interest on February 1. All persons with taxes delinquent as of May 1 are sent a 30 day notice under Tax Code §33.07 warning of the imposition of an additional collection penalty on July 1 if the taxes remain unpaid. On July 1, those unpaid taxes, with interest and penalties, are turned over to us for collection pursuant to our contract. The collection penalty, which can be up to 20%, is used to pay our firm for its services – no money comes out of your unit's budget.

§33.11 was added to the Tax Code in the 2005 regular session of the Legislature to provide for early turn-over of delinquent personal property taxes. This section provides a mechanism for early turnover of delinquent personal property taxes – real property taxes would still fall under §33.07. Under this section, a notice would go out in the first month of delinquency to those persons owing delinquent taxes on business personal property and the collection penalty would be imposed 60 days later. The delinquent personal property taxes would then be turned over to us for collection. This would allow us, for most accounts, to start working on your personal property accounts as early as April 2 of each year rather than waiting for July. Unfortunately, given the fact that personal property can disappear fairly quickly, that extra three months may make a difference as to whether or not some accounts get collected before the business and its assets leave.

Recently, Brazoria County adopted the early turnover of personal property and we are asking out other clients in the County to do so as well. Although most of our contracts provide for early turnover on specific accounts as needed, without the additional language added to the contract as required by §33.11, the resolution will not be effective. If you have any questions at all, please do not hesitate to call.

ORDINANCE NO. 2011-2274

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, AUTHORIZING AND IMPOSING AN ADDITIONAL COLLECTION PENALTY ON DELINQUENT TAXES PURSUANT TO TEXAS TAX CODE SECTION 33.11; APPROVAL OF THE CONTRACT FOR THE COLLECTION OF DELINQUENT TAXES AND AUTHORIZING THE MAYOR TO EXECUTE SAID CONTRACT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, Texas Tax Code Section 33.11 empower the governing body of the City of Freeport to authorize a 20% penalty on delinquent taxes on tangible personal property for tax year 2011 and subsequent years if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60th day thereafter; and

WHEREAS, the Tax Code also provides that the 20% penalty may be collected if the taxing unit has contracted with an attorney pursuant to Texas Tax Code Section 6.30 and the penalty amount does not exceed the amount of the compensation specified in the contract with the attorney paid in connection with the collection of the delinquent tax; and

WHEREAS, the City of Freeport wishes to defray its costs of collection that it incurs under its tax collection contract with Perdue, Brandon, Fielder, Collins & Mott, L.L.P.; and

WHEREAS, the City of Freeport desires to continue to contract with Perdue, Brandon, Fielder, Collins & Mott, L.L.P. for collection of delinquent taxes for the next two (2) years;

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

SECTION 1. That the recitals set forth in this Ordinance are true and correct.

SECTION 2. That an additional penalty on delinquent taxes for tax year 2011 and subsequent years is hereby authorized and imposed, as provided by

Texas Tax Code, Section 33.11, in the amount of 20% of the delinquent tax, penalty and interest, if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60th day thereafter.

SECTION 3. That the City Council approves the Contract for the Collection of Delinquent Taxes to be performed by Perdue, Brandon, Fielder, Collins & Mott, L.L.P. and authorizes the Mayor to execute said Contract.

SECTION 4. That if any provision section, sentence, clause or phrase of this Ordinance is unconstitutional, illegal or invalid, then such unconstitutionality, illegality, or invalidity of such section to part shall in no way effect, impair, or invalidate the remaining portion thereof, but such remaining portion shall remain in full force and effect.

SECTION 5. That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict only.

SECTION 6. That the City Council has found and determined that the meeting at which this Ordinance is considered was open to the public and that notice thereof was given in accordance with the provisions of the Texas Open Meetings Act, Texas Government Code, Chapter 551, as amended, and that a quorum of the City Council was present.

SECTION 7: This ordinance shall take effect and be in force from and after the descriptive caption of this ordinance has been published twice in the Brazosport Facts, the official newspaper of the City.

PASSED AND APPROVED this the 7th day of March, 2011.

THE CITY OF FREEPORT, TEXAS

BY: _____
LARRY MCDONALD, MAYOR

ATTEST:

DELIA MUNOZ, CITY SECRETARY

APPROVED AS TO FORM:

WALLACE SHAW, CITY ATTORNEY



Texas Department of Transportation

P.O. BOX 1386 • HOUSTON, TEXAS 77251-1386 • (713) 802-5000
February 15, 2011

CONTACT: TRF ENG

Speed Limit Study
SH 332
Control Section: 586-1
Brazoria County

The Honorable Larry L. McDonald
Mayor, City of Freeport
200 West 2nd Street
Freeport, Texas 77541

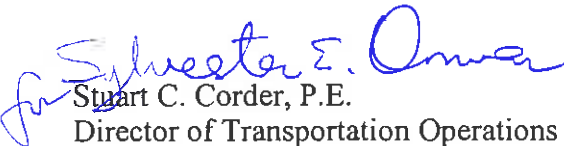
Dear Mayor McDonald:

Our office has completed a Speed Zone Study along SH 332 within the City of Freeport.

Attached are Speed Zone Strip Map numbered 5659 A through 5659 C and a prepared Speed Zone Ordinance suggested by the Texas League of Municipalities containing the recommended zone along SH 332. If you concur with the recommended zone, please furnish this office with a copy of your executed ordinance.

If you should have any questions, please contact Mr. Michael C.K. Awa, P.E., at (713) 802-5858 or Mr. Rogelio R. Rubico, P.E., at (713) 802-5182.

Sincerely,


Stuart C. Corder, P.E.
Director of Transportation Operations
Houston District

RRR:ks

Attachments

cc: Mr. Rogelio R. Rubico, P.E.
Mr. Michael C. K. Awa, P.E.
Mr. Eliza C. Paul, P.E.

THE TEXAS PLAN

REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
PRESERVE THE VALUE OF TRANSPORTATION ASSETS

Pg. 456

An Equal Opportunity Employer

ORDINANCE NO. 2011-2275

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; AMENDING THE 50 MPH SPEED LIMIT DESIGNATION AND THE 55 MPH SPEED LIMIT DESIGNATION CONTAINED IN SECTION 71.21 OF THE CODE OF ORDINANCES OF SAID CITY TO PROVIDING THAT THE PRIMA FACIE SPEED LIMIT FOR VEHICLES TRAVELING IN EITHER DIRECTION ON STATE HIGHWAY 332, FROM THE WEST CITY LIMITS TO THE EAST CITY LIMITS OF SAID CITY SHALL BE 55 MILES PER HOUR; PROVIDING FOR THE POSTING OF SIGNS; PROVIDING THAT ANY PERSON VIOLATING SAID CODE OF ORDINANCES AS AMENDED BY THIS ORDINANCE SHALL BE GUILTY OF A MISDEMEANOR AND UPON CONVICTION ASSESSED A FINE NOT TO EXCEED TWO HUNDRED (\$200.00) DOLLARS AND THAT EACH DAY ANY SUCH VIOLATION CONTINUES OR OCCURS SHALL BE A SEPARATE OFFENSE; CONTAINING A SAVINGS CLAUSE; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS DESCRIPTIVE CAPTION HAS BEEN PUBLISHED TWICE IN THE BRAZOSPORT FACTS.

WHEREAS, Item (12) of Subsection (a) of Section 542.202 of the Transportation Code authorizes a municipality, as a local authority, to alter the speed limit on public streets and highways within its jurisdiction as authorized by said Code; and,

WHEREAS, Item (2) of Subsection (b) of Section 542.203 of said Code provides that no ordinance which alters a speed limit shall be effective until signs giving notice thereof are posted on or at the entrance to the affected street or highway as may be most appropriate; and,

WHEREAS, Subsection (b) of Section 544.002 of said Code provides that all traffic-control devices placed by a local authority must conform to the manual and specifications adopted by the Texas Department of Transportation under Section 544.001 of said Code; and,

WHEREAS, Subsection (a) of Section 545.356 of said Code authorizes alteration by ordinance of the prima facie speed limit from the results of an engineering and traffic investigation, so long as the rule that an operator may not drive at a speed greater than is reasonable and prudent under the circumstances then existing established by Subsection (a) of Section 545.351 of said Code is not modified or a speed limit of more than sixty (60) miles per hour is not established; and,

WHEREAS, a Speed Limit Study conducted by the Texas Department of Transportation concluded that the prima facie speed limit on State Highway 332, from the west city limits to the east city limits, should be 55 miles per hour; and,

WHEREAS, based on such survey, the City Council has found and does herenow declare that the adoption of this ordinance is necessary to the health, safety and general welfare of the inhabitants of said City and the motoring public.

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

First, upon the basis of such survey, the prima facie speed limit of 55 miles per hour for vehicles along State Highway 332, from the west city limits to the east city limits, a distance of approximately 6.208 miles, is hereby determined and declared to be reasonable and safe and is hereby fixed; and the 50 MPH Speed Limit Designation and the 55 MPH Speed Limit Designation contained in Section 71.21 of the Code of Ordinances of the City of Freeport, Texas, are hereby amended to read, respectively, as follows:

50 MPH SPEED LIMIT

Navigation Boulevard (FM 1495) between State Highway 36 and the south city limits.

55 MPH SPEED LIMIT

(1) State Highway 332, from the west city limits to the east city limits, a distance of approximately 6.208 miles.

(2) Along State Highway 36, from 4.018 feet east of the west city limits of the city to the centerline of FM Highway 1495, a distance of approximately 1.246 miles."

Second, the City Manager of the City of Freeport, is hereby authorized and directed to cause appropriate signs conforming to the requirements of said Act giving notice of the foregoing speed limit to be posted at appropriate locations upon these portions of highways to which such limits apply.

Third, any person violating said ordinance as amended by this ordinance shall be guilty of a misdemeanor and upon conviction therefor fined not to exceed Two Hundred (\$200.00) Dollars; and every day any such violation continues or occurs shall constitute a separate offense.

Fourth, no offense committed and no fine, forfeiture or penalty incurred prior to the effective date of this ordinance shall be affected by the adoption of this ordinance but the punishment for any offense committed and the recovery of any fines or forfeitures incurred prior to such date shall take place as if this ordinance had not been adopted.

Fifth, 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.

Sixth, this ordinance shall take effect and be in force from and after its descriptive caption has been published twice in the Brazosport Facts.

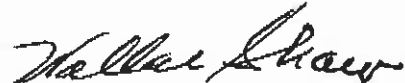
READ, PASSED AND ADOPTED this ____ day of _____, 2011.

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

ATTEST:

Delia Munoz, City Secretary
City of Freeport, Texas

APPROVED AS TO FORM ONLY:



Wallace Shaw, City Attorney,
City of Freeport, Texas

C:\Freeport.Txf\332 Spd Int-2Ord

Pg. 158 b

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 *not 3 days* 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 2 day of 3, 2011.



Mike Sorrell (Handwritten Signature)
Bidder
By (Handwritten Signature)
(Handwritten Signature)
(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 2 day of 3, 2011.

Alto Small Trevino
Contractor

By [Signature]

[Signature]
(Title)

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 2 day of March, 2011.

THE CITY OF FREEPORT, TEXAS

By _____
Its Mayor

ATTEST: *Dalea Munoz*
Its City Secretary

Milo Sorell Turkey
Demolisher

By *[Signature]*

[Signature]
(Title)

ACCEPTED this ___ day of _____, 2003.

CITY OF FREEPORT, TEXAS

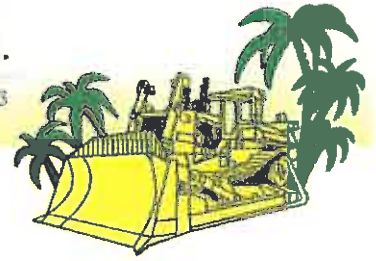
By _____
Larry McDonald, Sr., Mayor

ATTEST: Delia Munoz
Delia Munoz
City Secretary

C:\UnSfBldg\Gulf Blvd Motel Asbst Abmt-Con

MIKE SORRELL TRUCKING & MATERIALS, INC.

P. O. BOX 2049 • FREEPORT, TX 77542-2049 • PHONE (979) 233-6655 • FAX (979) 233-7313
2101 OYSTER CREEK BEND FM 523 • OYSTER CREEK, TX 77541



2/23/2011

Gilbert Arispe
City of Freeport

RE: Abatement, Demolition & Hauloff
Gulf Motel
119 South Gulf Blvd.
Freeport, TX

We are pleased to quote the above mentioned project per your request. Please find below the Scope of Work per the site visit.

ABATEMENT

Scope: Remove asbestos per asbestos survey.

DEMOLITION

SCOPE: Demolish all buildings and all area paving on lots 15 through 21, blocks 6 Velasco Townsite City of Freeport, Brazoria County known locally as 119 South Gulf Blvd., Freeport, TX, 77541.

For the Sum of \$22,065.00 (TWENTY-TWO THOUSAND SIXTY-FIVE DOLLARS)

Qualifications:

1. There will be a 10 day filing period with State of Texas for Demo Permit
2. Does not include any City of Freeport permit fees
3. Does not include unforeseen conditions
4. Existing utilities terminated, removed and made safe outside work area prior to commencement of work.
5. Does not include any site fill.

Respectfully,

Stuart Herbst
Project Manager
Mike Sorrell Trucking and Materials, Inc.

INVITATION TO BID

Sealed proposals, in duplicate, addressed to:

**CITY OF FREEPORT
200 W. 2nd St.
Freeport, TX 77541**

will be received until 9:00 a.m. on March 21, 2011, at the office of the City Manager, 200 W. 2nd Street, Freeport, in Brazoria County, Texas, during normal business hours, and then publicly opened and read aloud for the following project:

**OFFICE, RESTROOM
LAUNDRY, CLOSET, ETC.
FREEPORT MUNICIPAL MARINA
202 East 2nd Street,
Freeport, TX 77541**

General Contractors are invited to submit lump sum bids for the construction of an office, restroom, laundry and closet, and related concrete sidewalks and access areas, to be located at the Freeport Municipal Marina. This new construction shall be as described in the Contract Documents available at the office of the City Manager, 200 West Second Street, Freeport, Texas 77541, upon request.

SPECIAL REQUIREMENTS

- 1. A Bid Bond or Cashier's Check for at least 10% of the bid amount payable to the City of Freeport ("City") shall accompany each bid.**
- 2. Performance and Payment Bonds for 100% of the Contract sum will be required of the successful bidder at time of Contract execution.**
- 3. Each bidder shall submit data in regard to that bidder's qualifications as a Contractor with but separate from but at the same time as its bid.**
- 4. Wage rate requirements: As stated in the Bidding Documents, or as required by law.**
- 5. No proposal may be withdrawn from the date of bid opening until sixty (60) days after the date of bid opening.**

6. **The City reserves the right to reject any and all bids, to waive any and all formalities and to accept any bid considered advantageous to the City.**
7. **The General Contractor selected by the City shall waive all rights to interest on retainage as called for in Section 2252(2), Government Code.**
8. **In the case of ambiguity or lack of clearness, the owner reserves the right to construe a bid in a manner most advantageous to the owner, or to reject such bid.**
9. **The contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the owner.**
10. **Completion date for the project is May 10, 2011, and all bids must specify the Contractors ability to complete the project by that date.**

BY ORDER OF THE CITY COUNCIL adopted on the 7th day of March, 2011.

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

NOTE: Publish once per week for two consecutive weeks. The first publication must be before the 14th day before the date set to publicly open the bids and read them aloud and the second publication must be on or before the 10th day before the first date bids may be submitted.

TAX REINVESTMENT ZONE
RESIDENTIAL APPLICATION

SECTION I

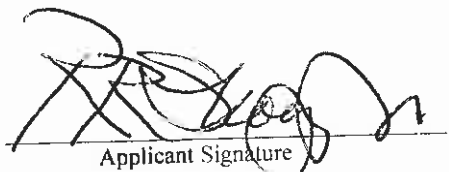
Property Owner: CHRISTINE H. GARFIELD Telephone Number: 575-577-0763
Mailing Address: P.O. BOX 302, MAGDALENA, NM 87825-0302
Property Owner's Representative: RON SHoup Telephone Number: 832-754-8589
Mailing Address: 10421 BASSWOOD DRIVE, HOUSTON, TX 77025-5417
Property Address (physical): 502 WEST FIRST STREET
Property Legal Description: FREEPORT LOT 8 BLOCK 80 [4200-0777-000]
Located within: City of Freeport Freeport ET
Description of Project: REMODELING OF INTERIOR, NEW HVAC/C SYSTEM, NEW APPLIANCES, RESTORED FRONT PORCH, NEW SCREENS, NEW PAINT REBUILT AND NEW FENCING, CAR PORT, WALL INSULATION AND NEW ROOF.
Date of projected occupation of project/initiation of operations: JUNE 2011

SECTION II

Fiscal Impact:
What is the value of real property improvements added to the tax rolls? \$50,000 +/-
What utility construction is required: NONE

Community Impact:
Is the project compatible with the City's comprehensive plan? YES
What adverse environment impact will be created by the project: NONE

3-2-11
Date


Applicant Signature

RESOLUTION NO. 2010-2254

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

WHEREAS, the City Council of the City of Freeport, Texas ("the City") has been advised that a vacancy exist on the Planning Commission of the City as a result of the resignation of DORIS WILLIAMS; and,

WHEREAS, the City Council of the City desires to appoint the below named qualified person as a member of said commission to fill such vacancy.

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

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints the following named qualified person to the Planning Commission of the City for the remainder of the unexpired term of DORIS WILLIAMS and until a successor for such person shall have been appointed and qualified, to-wit: _____.

SECTION TWO (2): DUTIES

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

SECTION THREE (3): OATH OF OFFICE

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

READ, PASSED AND ADOPTED this ____ day of _____, 2011.

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

ATTEST:

Delia Muñoz, City Secretary
City of Freeport, Texas



Please return to the City Secretary:

200 West 2nd St
Freeport, TX 77541
Phone: 979.233.3526
Fax: 979.233.8867
dmunoz@freeport.tx.us

Boards and Commissions Application

Name: Jesse Aguilar JR

Address: 1230 West Broad Freeport Tex

Home Phone: (979) 235-0678 Alternate Phone (979) 238-4233

Email (optional): Jesse.AguilarJR@Hotmail.com

Do you live inside the City Limits? Yes No If yes, for how long? 2 1/2 years

Do you live in the Extra Territorial Jurisdiction? Yes No

Are you registered to vote in Brazoria County? Yes No

Please indicate by rank which Board or Commission you wish to serve on by placing your 1st through 3rd choice in the appropriate box.

<input checked="" type="checkbox"/>	Planning Commission
<input type="checkbox"/>	Main Street Board
<input type="checkbox"/>	Board of Adjustments
<input type="checkbox"/>	Urban Renewal Board
<input type="checkbox"/>	Senior Citizens Committee

<input type="checkbox"/>	Library Board
<input type="checkbox"/>	Beautification/Parks & Recreation
<input type="checkbox"/>	Historical Commission
<input type="checkbox"/>	Economic Development
<input type="checkbox"/>	Charter Review

The City Council will make appointments to the Boards and Commissions. This application will be given to them for review. Please explain why you wish to serve, and what you consider to be your qualifications.

To help the City of Freeport Improve the City, I bought a home in Freeport two in half years ago and really enjoy living here. I feel like I could help the City in making the decisions in the right direction.

Signature Jesse Aguilar Date: 3-1-11

Step 1: Fill Out this Application.

Step 2: Attach a cover letter or resume if you would like.

Step 3: Mail the application and any other related information to the City Secretary, or fax: (979) 233-8867.

If you have any questions about the process or about a particular board or commission, please call Delia Munoz at (979) 233-3526.



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 28, 2011

Delia Munoz
City of Freeport
200 West 2nd Street
Freeport, Texas 77541

RE: Delinquent Tax Collection Report

Dear Delia:

Enclosed are duplicate originals of our renewal contracts for the collection of delinquent taxes for the City of Freeport and for the collection of mowing liens. Also enclosed are nine (9) reports which Leslie Schkade will review with the council at the March 21, 2011 meeting.

If you have any questions or need additional information, please let me know.

Very Truly Yours,


Michael J. Darlow

MJD/ras

Enclosure (s)



Collection Report to the City of Freeport

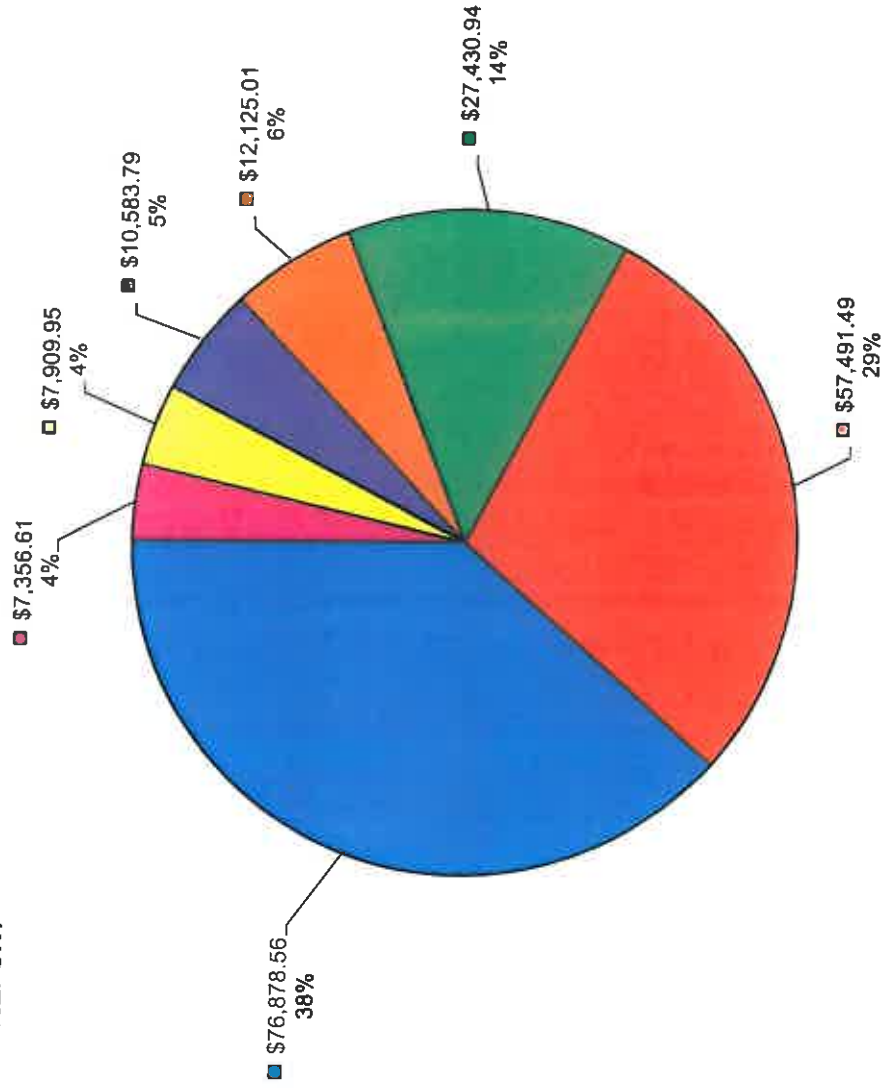
March 2011

Submitted by: Michael J. Darlow

1235 North Loop West * Suite 600 * Houston * Texas * 77008 * (713) 862-1860
Visit us at www.pbfc.com

Account Break Down Chart For

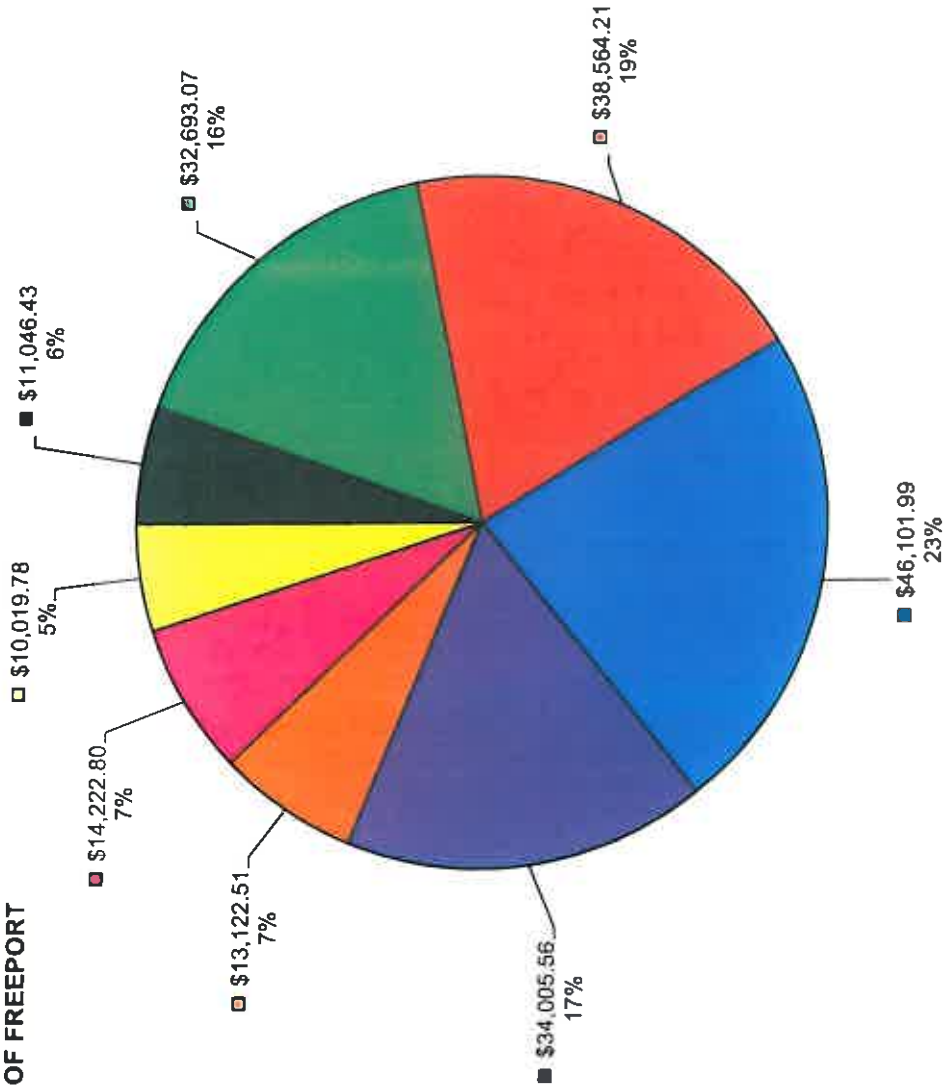
CITY OF FREEPORT



- Other Combined
- In Uncollectable
- In Bad Address
- In Partial Pay
- In Trust
- Action Pending
- In Litigation

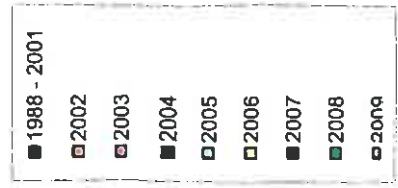
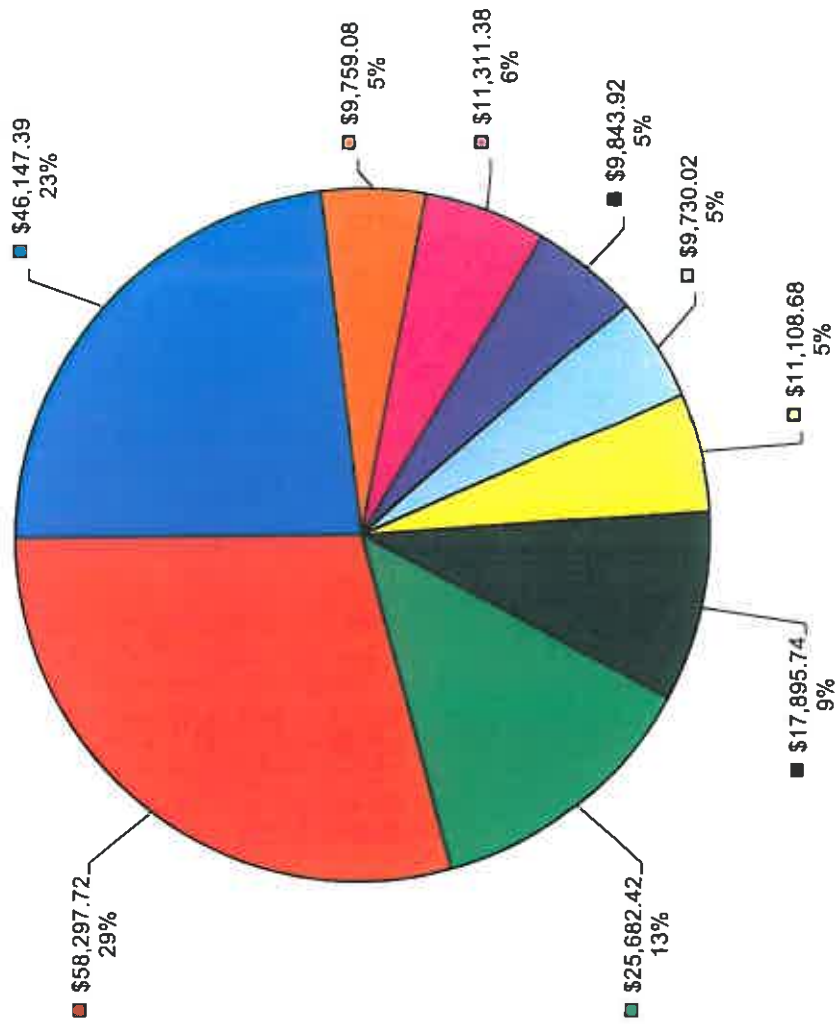
Dollar Range Chart For

CITY OF FREEPORT



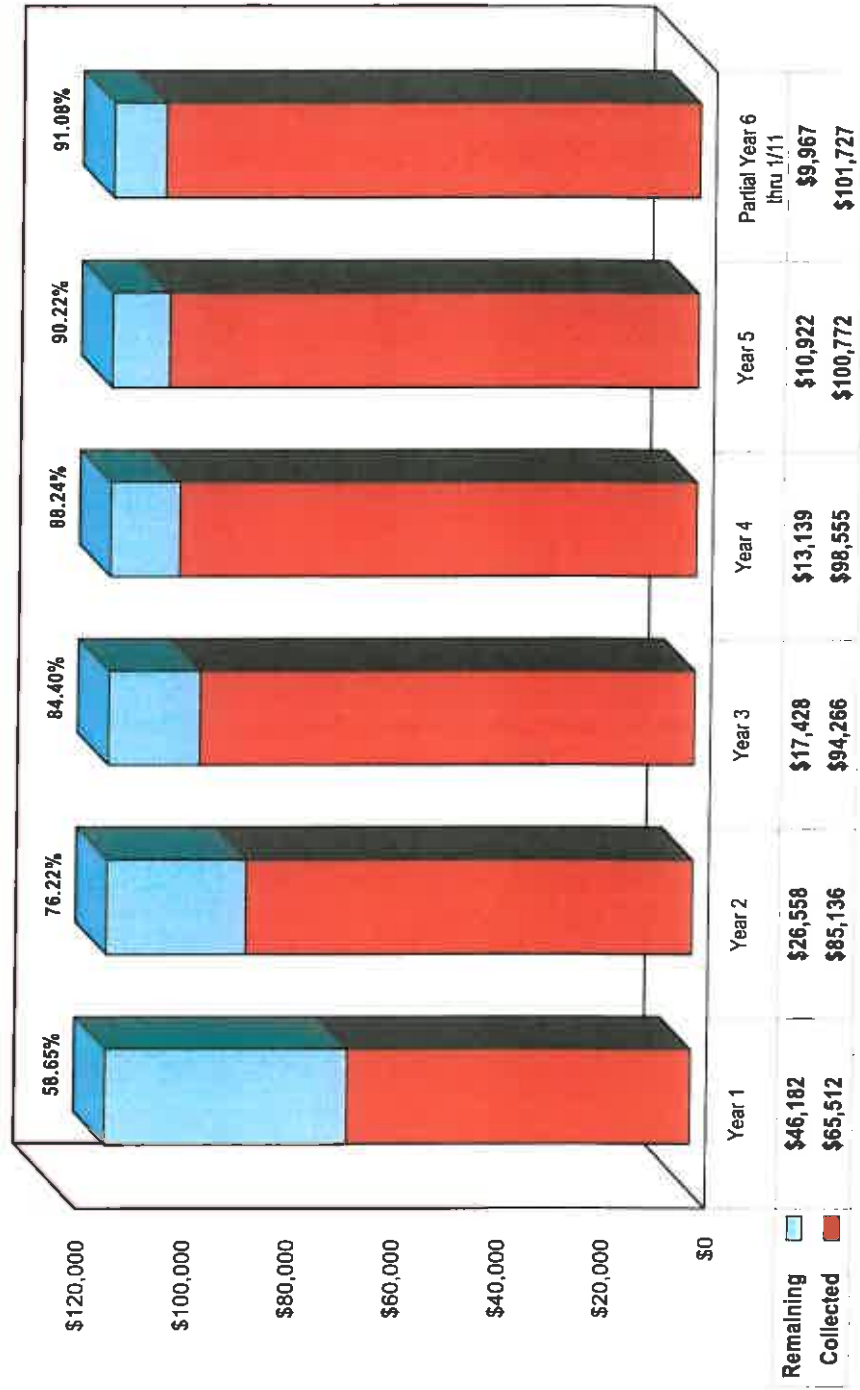
■ \$0.01 - \$100.00
■ \$100.01 - \$250.00
■ \$250.01 - \$500.00
■ \$500.01 - \$1000.00
■ \$1000.01 - \$2500.00
■ \$2500.01 - \$5000.00
■ \$5000.01 - \$10,000.00
■ \$10,000.01 - Up

Tax Year Chart For
 CITY OF FREEPORT



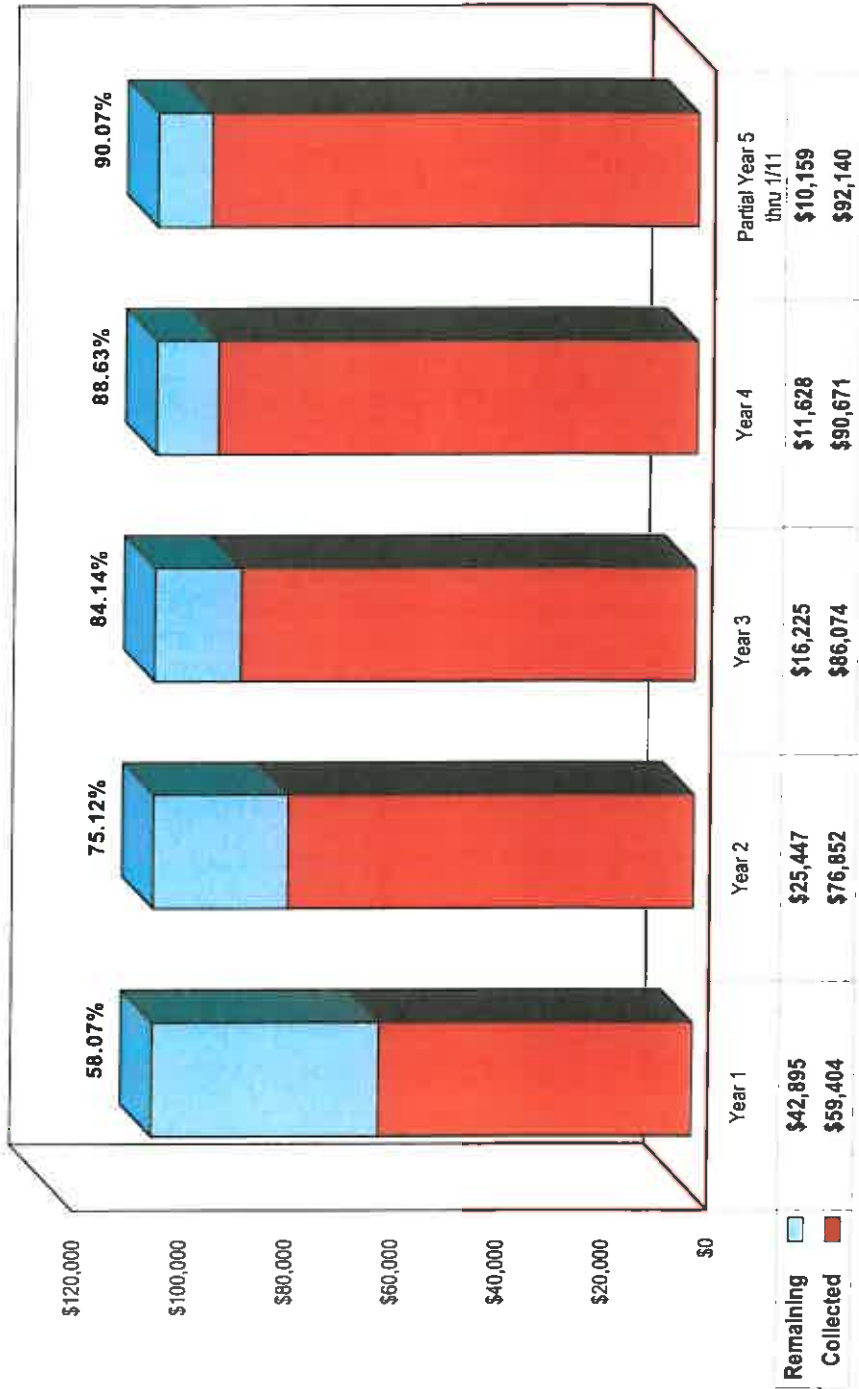
**Perdue, Brandon, Fielder, Collins & Mott L.L.P.
Stevens & Rau P.C.**

**City of Freeport
2004 Percentage of Collections**



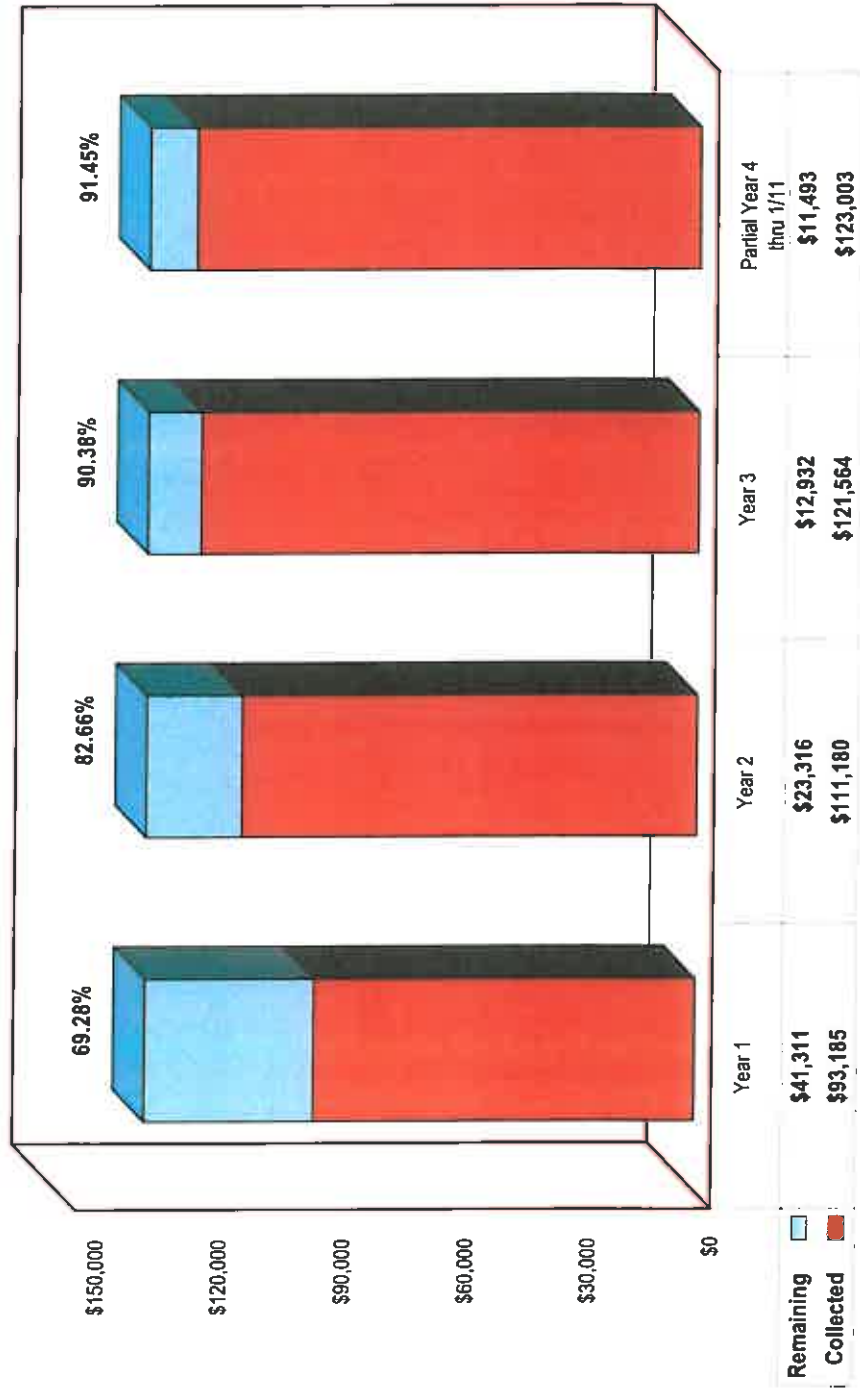
7/1 - 6/30 for each year - \$111,694
Initial Outstanding Base Tax as of 7/1/05

**City of Freeport
2005 Percentage of Collections**



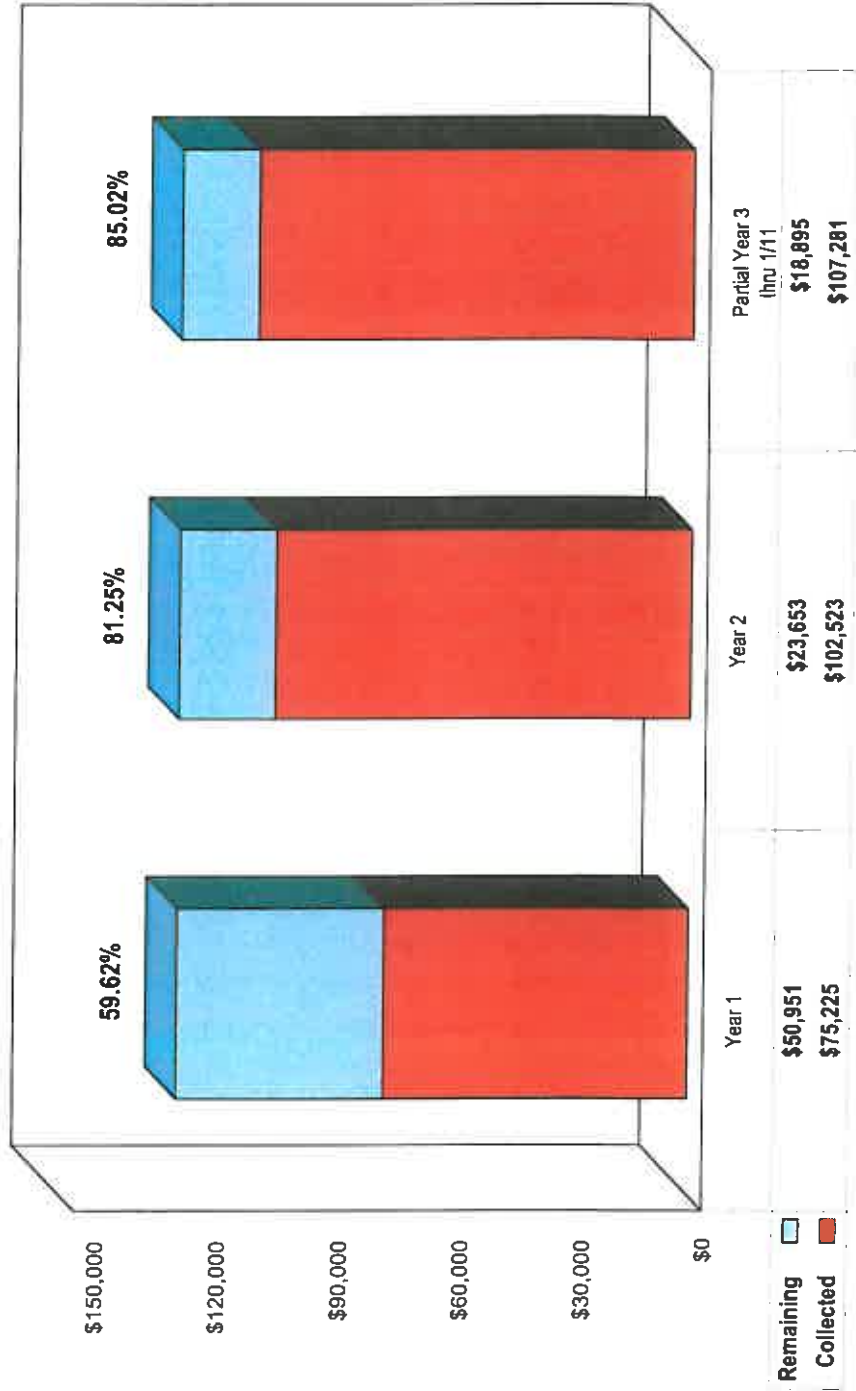
7/1 - 6/30 for each year - \$102,299
Initial Outstanding Base Tax as of 7/1/06

**City of Freeport
2006 Percentage of Collections**



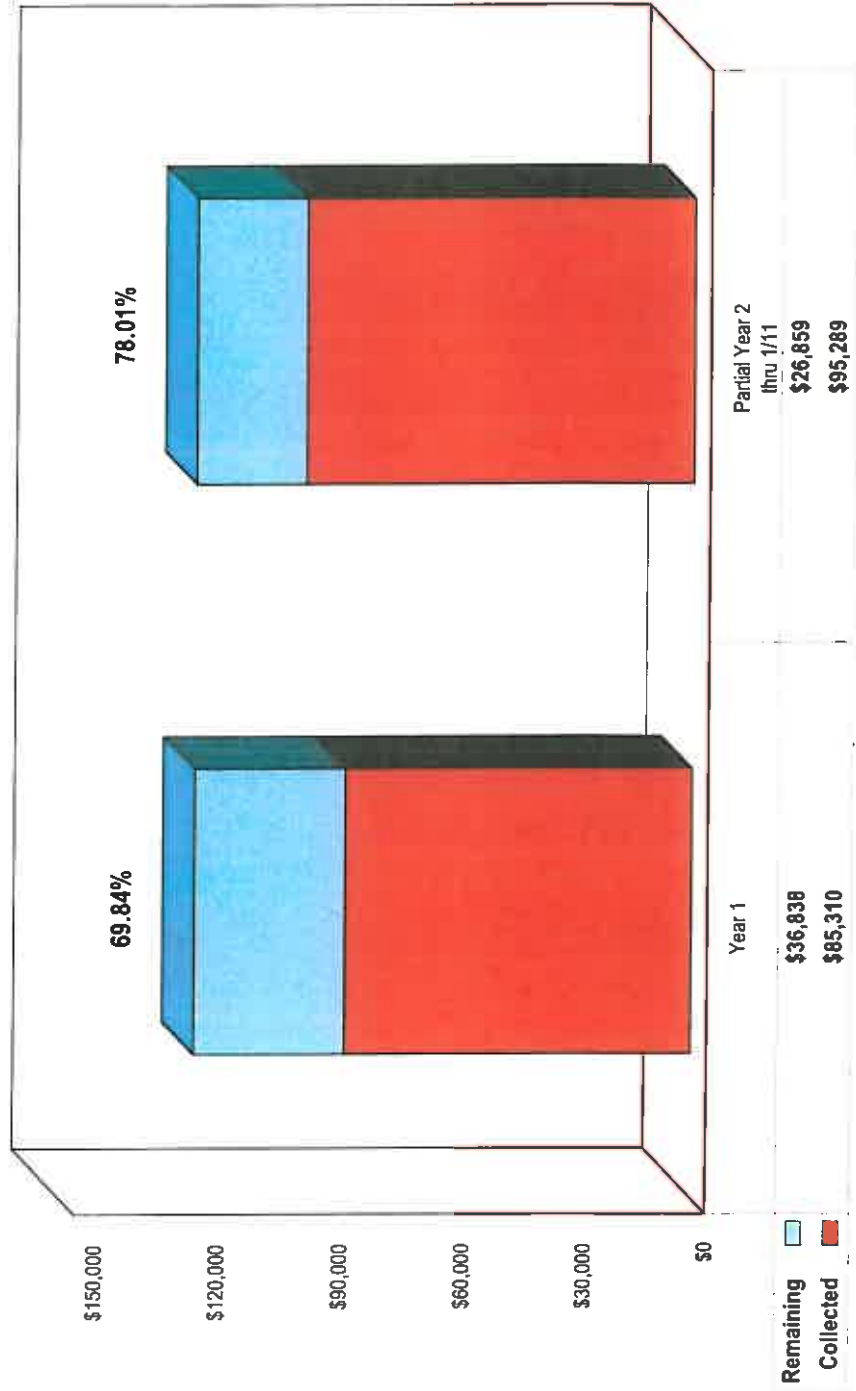
7/1 - 6/30 for each year - \$134,496
Initial Outstanding Base Tax as of 7/1/07

**City of Freeport
2007 Percentage of Collections**



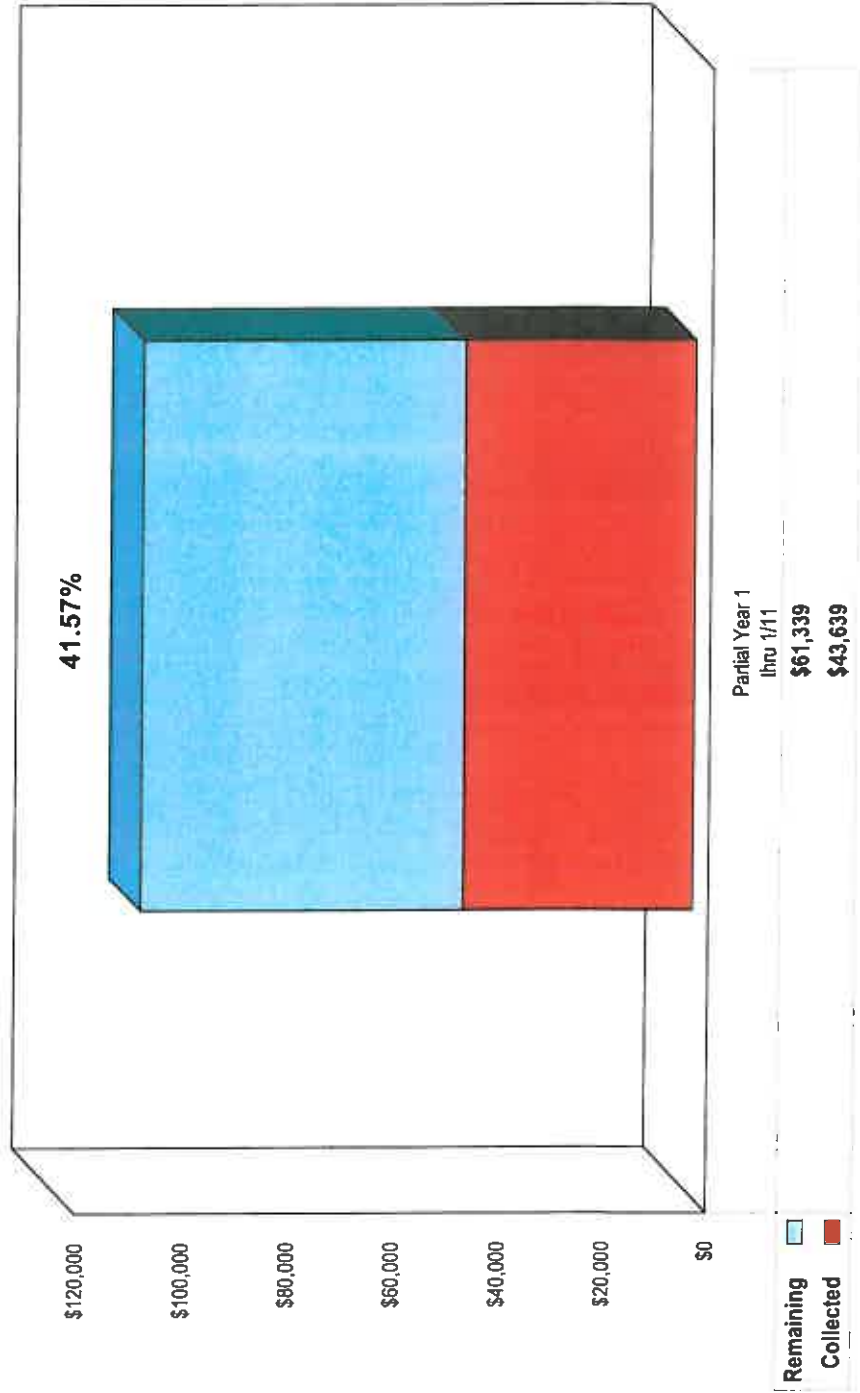
7/1 - 6/30 for each year - \$126,176
Initial Outstanding Base Tax as of 7/1/08

**City of Freeport
2008 Percentage of Collections**



7/1 - 6/30 for each year - \$122,148
Initial Outstanding Base Tax as of 7/1/09

City of Freeport 2009 Percentage of Collections



7/1 - 6/30 for each year - \$104,978
Initial Outstanding Base Tax as of 7/1/10

Perdue, Brandon, Fielder, Collins, & Mott L.L.P.
 Fine and Fee Collection Report as of February 25, 2011

Court	Total Turnover		Permitted, And/or Partial Payments				Dismissed/Cleared				Total \$ % Total # % charged cleared		Address Commission
	\$	#	\$	#	% of \$	% of #	\$	#	% of \$	% of #			
City of Freeport Fines & Fees	2,465,094.23	6,532	302,709.78	1,706	12.28%	26.12%	207,314.52	545	8.41%	8.34%	20.69%	34.46%	1,933
City of Freeport Liens	901,873.94	2,834	36,970.37	134	4.10%	4.73%	164,793.71	396	18.27%	13.97%	22.37%	18.70%	43