

City of Freeport

NOTICE OF PUBLIC MEETING
THE FREEPORT CITY COUNCIL
MONDAY, APRIL 4TH 2011, 6:30 P.M.
FREEPORT 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 March 21st, 2011 Council Minutes.
Pg. 213-216
5. Recognition: Diane Williams for the many years of dedicated service.
6. **Public Hearing** to consider designating the following described real property located within the corporate boundaries of the City as a reinvestment zone for the purpose of entering into an agreement with the owner or owners thereof granting a tax abatement: Block 80, Lot 8. Freeport Townsite of the City of Freeport, Brazoria County, Texas according to the map or plat of said townsite on file in the Plat Records of said county, known locally as 502 W. 1st., Freeport Texas 77541. Pg. 217
7. Consideration of approving Ordinance No. 2011-2277 designating improvements to land located within the incorporated limits of said City as a reinvestment zone to be known as the Garfield and Shoup reinvestment zone and providing for its initial term and the renewal thereof. Pg. 218-220
8. Consideration of approving Resolution No. 2011-2256 granting a tax abatement to Christine H. Garfield and Ron Shoup, 502 W. 1st. Freeport, Texas and authorizing the Mayor to sign a tax abatement agreement. Pg. 221-229
9. Consideration of approving a request from the Freeport League to waive the carnival and vendor permit fees for Riverfest on April 28th thru 30th, 2011 held at the Freeport Municipal Park. Pg. 230
10. Consideration of approving a request from the Freeport Lions Club to sell alcohol for Riverfest on April 28th thru 30th, 2011 held at the Freeport Municipal Park.
Pg. 231

11. Consideration of approving a request from the Riverfest Committee and Main Street to have a public dance, fireworks display and close the following streets: North ends of West Park and East Park, 2nd Street from Velasco to Memorial Park and the North Bound lane of Velasco Boulevard from 2nd Street to Ave B. from 7:00 a.m. to 10:00 a.m. for the Flapjack Run on Saturday April 30th, 2011.
Pg. 232
12. Consideration of approving a request from St. Mary's Star of the Sea Church to sell alcohol, have a public dance for St. Mary's Festival held on April 21st & April 22nd, 2011 held at the Freeport Municipal Park. Pg. 233
13. Consideration of advertising for bids and setting a bid date for May 11th, 2011 to Request for Proposals for the Disaster and/or Storm Recovery Services and Disaster and/or Storm Recovery Monitoring. Pg. 234-279
14. Consideration of authorizing the Mayor to sign an agreement to establish Temporary Debris Storage and Reduction Sites (TDSRS) for use in Disaster and/or Storm Recovery Services.
15. Consideration of authorizing the City Manager to sign a contract for the purchase Block 32, Lot 9, Freeport Townsite, Tax Id. 4200-0395-110 for museum expansion.
Pg. 280-293
16. Consideration of approving the City Manager to enter into a contract with James Bedward to install signal repeaters on an existing tower at the Freeport Police Department and the City water tower at Port Freeport area. Pg. 294-299
17. Consideration of authorizing the City Manager to commence repair expenditures to repair damage to Freeport Marina Dock B from damaged caused by an adrift barge and then seek reimbursement through insurance coverage policies. Pg. 300-302

Work Session

- A. Regarding amending the truck route to include Cherry Street from 4th Street to Brazos Street as additions and that Oak Street be deleted from 4th Street to Brazos Street. Pg. 303

Executive Session

Section 551.071, Government Code

Consultation with City Attorney concerning pending or contemplated litigation, settlement offers or other matters in which his duty to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State of Bar of Texas clearly conflicts with Chapter 551, Government Code, to wit;

- Regarding contractual considerations with the Village of Jones Creek and Brazosport Water Authority.

Adjourn

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

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

I, Delia Muñoz, City Secretary, for the City of Freeport, Texas certify that this agenda was posted on the official bulletin board/glass door of City Hall, facing the rear parking lot of the building, with 24 hours a day public access, 200 W. 2nd Street, Freeport, Texas, April 1st, 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

BE IT REMEMBERED, that the City Council of the City of Freeport met on Monday, March 21st, 2011 at 6:30 p.m. at River Place, 733 Harbor Mystery Lane, Freeport Texas 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
 Wallace Shaw, City Attorney
 Delia Munoz, City Secretary
 Laura Tolar, Special Program Coordinator
 Bob Welch, Finance Director
 Bob Dybala, Golf Director
 Debra Guerrero, Accounts Payable
 Loni Kershaw, Human Resources
 Silvia Hendrix, Freeport Museum
 Larry Fansher, Parks Director

Visitors: Dorothy Pirrung Jim Pirrung
 Jerry Meeks Manning Rollerson
 Jack Brown Leo's Club
 Rosa McDonald Robert Ruhmann
 Children and Parents of Elementary, Intermediate and
 High School

Call to Order.

Mayor McDonald opened the meeting at 6:32 p.m.

Invocation.

Wallace Shaw offered the invocation.

Pledge of Allegiance.

Mayor McDonald led the Pledge of Allegiance.

Consideration of approving the March 7th, 2011 Council Minutes.

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

Public Hearing to consider designating the following described real property located within the corporate boundaries of the City as a reinvestment zone for the purpose of entering into an agreement with the owner or owners thereof granting a tax abatement:

- Lots 16, 17 and 18, Block 20, Velasco Townsite of the City of Freeport, Brazoria County, Texas according to the map or plat of said townsite recorded in Volume 32, Page 14 of the Deed Records of said county, known locally as 317 South Ave. A, Freeport Texas, known as Maria's Kitchen.

Mayor McDonald opened the Public Hearing at 6:32 p.m. to hear comments or questions concerning designating the following described real property located within the corporate boundaries of the City as a reinvestment zone for the purpose of entering into an agreement with the owner or owners thereof granting a tax abatement for Maria Kitchen, 317 South Ave. A., Block 20, Lot 16, 17, 18, Velasco Townsite.

There being no comments or questions, Mayor McDonald closed the Public Hearing at 6:33 p.m.

Consideration of the approval of Ordinance No. 2011-2276 designating improvements to land located within the incorporate limits of said City as a reinvestment zone to be known as Maria's Kitchen Reinvestment Zone and providing for its initial term and the renewal thereof.

On a motion by Councilwoman Garcia, seconded by Councilwoman Kent, with all present voting "aye", Council unanimously approved Ordinance No. 2011-2276 designating improvements to land located within the incorporate limits of said City as a reinvestment zone to be known as Maria's Kitchen Reinvestment Zone and providing for its initial term and the renewal thereof.

Consideration of the approval of Resolution No. 2011-2255 granting a tax abatement to Maria Rivera, D/B/A Maria's Kitchen, 317 South Ave. A., Freeport Texas and authorizing the Mayor to sign a tax abatement agreement with Maria Rivera.

On a motion by Councilwoman Garcia, seconded by Councilwoman Mireles, with all present voting "aye", Council unanimously approved Resolution No. 2011-2255 granting a tax abatement to Maria Rivera, D/B/A Maria's Kitchen, 317 South Ave. A., Freeport Texas and authorizing the Mayor to sign a tax abatement agreement with Maria Rivera.

Consideration of approving the bids and awarding the contract for the construction of the Freeport Marina Ship Store.

Councilman Bolton expressed his concern on the City receiving one bidder for the construction of the Freeport Marina Ship Store.

On a motion by Councilwoman Kent, seconded by Councilman Bolton, with all present voting 4 to 1 to reagenda awarding the contract for the construction of the Freeport Marina Ship Store. Councilwoman Mireles opposed.

Presentation to the City of Freeport by the Martin Luther King Parade Committee.

Will Brooks Parade Chairperson of the Martin Luther King Parade Committee presented Council a plaque of participation.

Mayor McDonald recognizes and awards the Freeport's Leo Club, an affiliate of the port Lion's Club, for their humanitarian coat drive.

The Freeport Leo's Club was recognized for their humanitarian coat drive.

Acknowledge and award the participants of the City of Freeport's 2nd Annual Youth Art Display and Competition.

Elementary Division: 1st Place Elizabeth Espinosa
2nd Place Aaron Rodriguez
3rd Manuel Galindo
4th Adrain Aguilar

Intermediate Division: 1st Asia Green
2nd Jose Garcia
3rd Mayro Alanis
4th Pedro Ochoa

High School Division: 1st Ciera Castro
2nd Crystal Swanson
3rd Brittany Swanson
4th Richard Sanchez

Community Favorite Awards: Elementary Division: Jasmine Royston
Intermediate Divison: Mayro Alanis
High School Division: Ciera Castro

Adjourn

On a motion by Councilwoman Kent, seconded by Councilwoman Mireles, with all present voting “aye”, the meeting was adjourned at 7:13 p.m.

Mayor Larry L. McDonald

City Secretary – Delia Munoz

NOTICE OF PUBLIC HEARING

The City Council of the City of Freeport, Texas, will hold a public hearing on Monday, the 4th day of April, 2011, beginning at 6:30, p.m., in the Police Department Municipal Courtroom located therein at 430 North Brazosport Boulevard, Freeport, Brazoria County, Texas, to consider designating the following described real property located within the corporate boundaries of the City as a reinvestment zone for the purpose of entering into an agreement with the owner or owners thereof granting a tax abatement:

Lot 8, Block 80 of the Freeport Townsite of the City of Freeport, Brazoria County, Texas, according to the map or plat of said townsite on file in the Plat Records of said county, known locally as 502 W. 1st St., Freeport, TX 77541.

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

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

By order of the City Council this 7th day of March, 2011.

Delia Munoz, City Secretary
City of Freeport, Texas

ORDINANCE NO. 2011-2277

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

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

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

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

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

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

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

(2) That pursuant to such guidelines and criteria, on March 2, 2011, CHRISTINE H. GARFIELD and RON SHOUP (hereinafter sometimes "the Owners") filed a written application for a tax abatement for and the designation of a reinvestment zone consisting of improvements to the hereinafter described land for which the Owners are requesting a tax abatement.

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

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

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

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

(7) That the improvements to be constructed on such land is a new residence which will add value to the tax roll of the City.

Second, the request of the Owners to have the improvements to Lot B, Block 80, Freeport Townsite of the City of Freeport, Brazoria County, Texas, known locally as 502 West 1st St., Freeport, Texas, designated as a reinvestment zone, as such zone is defined in Subchapter B of Chapter 312 of the Property Tax Code and in the guidelines and criteria adopted by the above mentioned resolution, is hereby approved and such improvements to such land are hereby designated as the Garfield and Shoup Reinvestment Zone.

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

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

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

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

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

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


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

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

RESOLUTION NO. 2011-2256

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

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

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

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

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

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

(1) That on September 147, 2009 , by its Resolution No.2009-2207, the City Council, pursuant to Subchapter B of Chapter 312 of the Property Tax Code, established a tax abatement and reinvestment zone policy and adopting guidelines and criteria for the City.

(2) That on March 2, 2011, pursuant to such guidelines and criteria CHRISTINE H. GARFIELD AND RON SHOUP (hereinafter sometimes "the Owners") filed a written application requesting a tax abatement for the following land owned by the Owners, to-wit: Lot 8, Block 80, Freeport Townsite of the City of Freeport, Brazoria County, Texas, known locally as 502 West 1st St., Freeport, Texas.

(3) That the land for which the Owners seeks a tax abatement is within the corporate limits of the City and in a reinvestment zone designated as such by Ordinance No.2010-_____.

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

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

(6) That after conducting such hearing, the City Council finds that the granting of such tax abatement and entering into such agreement therefor the construction of a new residence which will add value to the tax roll of the City.

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

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

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


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

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

ATTEST:

Dalia Muñoz, City Secretary
City of Freeport, Texas

APPROVED AS TO FORM ONLY:



Wallace Shaw, City Attorney,
City of Freeport, Texas

C:\Freeport.Abt\Garfield & Shoup-TxAbtAgmt-Rsl

TAX ABATEMENT AGREEMENT

This Tax Abatement Agreement (this "Agreement") is made by and between the City of Freeport, Texas a municipal corporation and home-rule city (the "City"), and CHRISTINE H. GARFIELD, an individual currently residing in Magdalena, NM, who receives mail there at P.O. Box 302, 87825-0763, and RON SHOUP, an individual residing in 10421 Bassoon Drive, Houston, TX 77025-5417 and (collectively "the Owners"), and who are the owners of the real property located within the Zone (as defined below).

W I T N E S S E T H:

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

WHEREAS, the Owners desire to modernize an existing dwelling at a cost of approximately \$55,000.00 to be used for the personal residence of one of the Owners; and

WHEREAS, the Owners have filed a written request for a tax abatement, dated as of March 2, 2011, in accordance with the City's Resolution No. 2009-2207, (hereinafter "the Resolution") which establishes the property tax abatement program for the City of Freeport in designated reinvestment zones; and

WHEREAS, it is reasonably likely that the this Agreement will be of benefit not only to the property of the Owners within the Zone but that it will contribute to the economic development of the City; and

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

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

WHEREAS, the Owner has represented that the Improvement will be modernized in a manner designed to meet all applicable federal, state, and local environmental degradation or hazard; and

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

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

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

1. Definitions

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

"Abatement Period" means that period which commences on the first day of the Effective Date of Abatement and ends three (3) years thereafter.

"BCAD" means the Brazoria County Appraisal District.

"City" means the City of Freeport, Texas.

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

"Effective Date of Abatement" means the January 1, 2012.

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

"Improvements" means the improvements located on the property, more fully described in Section 5 below constituting the Project.

"Ordinance" means City of Freeport Ordinance Number 2011-_____, which created the Zone.

"Owners" RON SHOUP and CHRISTINE H. GARFIELD.

"Project" means the modernization of the improvements located on the Property as more fully described in Section 5(c) below.

"Property" means the real property more fully described in Section 3(a) below.

"Resolution" means City of Freeport Resolution 2009-2207 adopted September 14, 2009, establishing the property tax abatement program for the City in designated reinvestment zones, for which an abatement is being granted.

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

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

2. Authorization

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

3. Property

(a) The Street Address of the taxable real property to be improved under this Agreement is 502 West First Street, Freeport, Texas, being Lot 8, Block 80, Freeport Townsite of the City of Freeport, Brazoria County, Texas.

(b) The BCAD tax account number of the Property is 4200-0777-000.

4. Representations and Warranties by the Owners

(a) The Owners represent and warrant (1) the Owners owns the Property and that the Property is located within the boundaries of the Zone; (2) the Owners are authorized to execute this Agreement and to complete the Improvements described in Section 5 hereof and in the project description marked Exhibit "A" and attached hereto; (3) that as of January 1, 2011, the Property had an approximate appraised value of \$61,900.00; (4) the construction of the Improvements described in Exhibit "A" began after January 1, 2011, and that construction of the Improvements were or will be completed as of the effective date of this Agreement; (5) the construction of the Improvements shall be completed as described in Exhibit "A", all for the purpose of modernizing the dwelling therein described; and (6) The total size of the Property is approximately 0.1607 acres or 7,000 square feet.

(b) The Owners represent and warrant that the value of the Property will be increase by approximately \$ 50,000.00 upon completion of the modernization.

(c) Owners represent and warrant that the modernization of the Improvements will not solely or primarily have the purpose of transferring employment from one part of the City to another.

(d) The Owners represent and warrant that Owner will modernize the Improvements as described in Exhibit "A" attached hereto and incorporated herein by this reference.

(e) The Owners represent and warrant that the Improvements will be modernized in accordance with all applicable federal, state, and local environmental regulations, and that the modernization of the Improvements will not cause environmental degradation or hazard to the Property or the environs of the City.

5. Terms of the Agreement

(a) The Owner shall make the Improvements substan-tially in conformity with the descriptions, plans and specific-ations as described in Exhibit "A".

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

(c) Upon completion of the Improvements, the Owners shall use the Property for the proposed use specified in this paragraph during the Abatement Period specified in Section 6 hereof. However, the City Council may approve a change from the proposed use in writing, if the City Council determines that the change is consistent with the guidelines adopted by the Resolution and with the City's general purpose of encouraging development or redevelopment of the Zone during the Abatement Period specified in Section 6 hereof. The proposed use of the Property (unless and until the City Council approves a change in use) is for a private dwelling.

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

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

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

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

6. Tax Abatement

(a) Abatement on the modernization of the Improvements specifically listed in Exhibit "A" shall be permitted only for the value of new "eligible property" constructed or added after January 1, 2011, subject to the limitation stated in subsection 5(c) above. In addition, this exemption from taxation is specifically subject to the rights of the holders of outstanding bonds of the City.

(b) The portion of the value of new eligible Improvements included within the Project and subject to the abatement shall be 100% of the value of such Improvement being abated the first year, 75% of such value the second year and 50% of such value the third year. If the construction period extends beyond three (3) years from the Effective Date of Abatement, the Improvements shall be considered completed for purposes of abatement and, in no case, shall the Abatement Period exceed three (3) years from the Effective Date of Abatement.

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

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

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

3. The additional value of the eligible improvements constructed after January 1, 2011, but before the effective date of this Agreement, shall be taxable in accordance with Section 6(a) of this Agreement.

(d) The City shall enter into only one tax abatement agreement for the Project described in Exhibit "A" attached to this Agreement during the existence of the Garfield & Shoup Reinvestment Zone.

7. Default and Recapture

(a) This Agreement shall terminate in the event that the use of the Improvements, when the Project is completed, for the purpose specified in Section 5(c) above, is discontinued, for any reason excepting fire, explosion, other casualty or accident, or natural disaster, continuously for a period in excess of twelve (12) month during the Abatement Period. The Owner shall not be entitled to the abatement of taxes for that twelve (12) month period during which the Improvement was not used and occupied for such purpose. The taxes abated during that twelve (12) month period shall become immediately due and payable, and shall be paid to the City within sixty (60) days from the date of termination of this Agreement.

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

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

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

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

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

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

8. Administration

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

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

9. Compliance with State and Local Regulations

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

10. Merger

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

11. Notice

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

To the Owner, if mailed or personally delivered

502 West First St.
Freeport, TX 77541

To the City, if mailed or personally delivered:

City Manager
200 West Second Street
Freeport, TX 77541

Each party may designate a different address by giving the other party written notice ten (10) days in advance of such designation.

12. Effective Date

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

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

Christine H. Garfield, Owner

Ron Shoup, Owner

THE CITY OF FREEPORT, TEXAS

BY _____
Its Mayor

ATTEST:

Its City Secretary

APPROVED AS TO FORM

Malcolm Shaw
Its City Attorney

C:\Freeport.Abt\Garfield&Shoup-TxABt-Agr



P.O. Box 3214 • Freeport, Texas 77542 • 979-233-0651

March 15, 2011

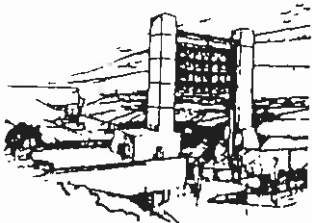
TO: Mayor and City Council:

FROM: Board of Director, Freeport League

The Freeport League will take part in Riverfest on April 28-30. We would like for the City Council to waive the Carnival and vendor permit fees.

Thanks;

Charles Way
President
Freeport League



City Council Request

Council Meeting Date 4/4/11
Name of Organization Lions Club - Freeport
Name of Event Riverfest
Date of Event April 29 - 30, 2011
Type of Event Festival

On behalf of the organization I represent I am requesting your permission to allow us to do the following in Municipal Park:

The Parks Department has reviewed the noted requests.

We forward our recommendations for your consideration and approval.

- Sell alcohol on specified date (checked)
security provided by: Texas certified officers to be scheduled for event
Have a public dance (N/A)
Erect temporary fencing (N/A)
Charge a general admission fee (N/A)
Close or use lanes on streets within the City (N/A)
Have fireworks display (N/A)
Other: (blank)

Thank you for your assistance.

Sincerely,

Signature of Steven C. Baker
Organization Representative

3/16/11
Date

Thank you.

Sincerely,

Signature of Gary Janske
Director Parks & Recreation

3/16/11
Date

City Council Request

Council Meeting Date	<u>Monday, April 4th, 2011</u>
Name of Organization	<u>Riverfest Committee/Main Street</u>
Name of Event	<u>Riverfest</u>
Date of Event	<u>April 29th, April 30th</u>
Type of Event	<u>Festival</u>

On behalf of the organization I represent I am requesting your permission to allow us to do the following in Municipal Park:

The Parks Department has reviewed the noted requests.
We forward our recommendations for your consideration and approval.

<u>—</u> Sell alcohol on specified date	<u>—</u>	yes	<u>—</u>	no
security provided by: _____				
<u>X</u> Have a public dance	<u>X</u>	yes	<u>—</u>	no
Provide own agency to be used: _____				
<u>—</u> Erect temporary fencing	<u>—</u>	yes	<u>—</u>	no
<u>—</u> Charge a general admission fee	<u>—</u>	yes	<u>—</u>	no
<u>X</u> Close or use lanes on streets within the City	<u>X</u>	yes	<u>—</u>	no
See Below				
<u>X</u> Have fireworks display	<u>X</u>	yes	<u>—</u>	no
<u>—</u> Other: _____	<u>—</u>	yes	<u>—</u>	no
<u>—</u> Other: _____	<u>—</u>	yes	<u>—</u>	no

Thank you for your assistance.

Sincerely,

Riverfest Committee
Organization Representative

3/22/11
Date

Thank you.

Sincerely,

[Signature]
Director-Parks & Recreation

3/22/11
Date

Consideration of the approval of a request from the Riverfest Committee and Mainstreet to close the following streets; North ends of West Park and East Park, 2nd Street from Velasco Blvd. to Memorial park and the North bound land of Velasco Blvd. from 2nd Street to Ave. B from 7:00 a.m. to 10:00 a.m. for the Flapjack Run on Saturday, April 30th, 2011.

City Council Request

Council Meeting Date - 4/4/11 ^{Event} Saturday, April 21st and Sunday April 22, 2011
 Name of Organization St Marys Church
 Name of Event St. Marys Festival
 Date of Event April 21st and April 22nd
 Type of Event Festival

On behalf of the organization I represent I am requesting your permission to allow us to do the following in Municipal Park:

The Parks Department has reviewed the noted requests. We forward our recommendations for your consideration and approval.

- | | | | |
|---|-------|---------------|--------------|
| <u>X</u> Sell alcohol on specified date | | <u>X</u> yes | <u> </u> no |
| security provided by: <small>Tx. Certified officers to be scheduled for event</small> | _____ | | |
| <u>X</u> Have a public dance | | <u>X</u> yes | <u> </u> no |
| Provide own agency to be used: _____ | | | |
| <u>n/a</u> Erect temporary fencing | | <u> </u> yes | <u> </u> no |
| <u>X</u> Charge a general admission fee | | <u>X</u> yes | <u> </u> no |
| <u>n/a</u> Close or use lanes on streets within the City | | <u> </u> yes | <u> </u> no |
| See Below | | | |
| <u>n/a</u> Have fireworks display | | <u> </u> yes | <u> </u> no |
| Other: _____ | | <u> </u> yes | <u> </u> no |
| Other: _____ | | <u> </u> yes | <u> </u> no |

Thank you for your assistance.

Sincerely,

Norma Garcia (Chairperson)
 Organization Representative

3/22/11
 Date

Thank you.

Sincerely,

Almy Johnson
 Director - Parks & Recreation

3/22/11
 Date

REQUEST FOR PROPOSAL

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

Disaster and/or Storm Recovery Services

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

10:00 A.M., Wednesday, May 11, 2011

MARK ENVELOPE:

"Disaster and/or Storm Recovery Services"

RETURN PROPOSAL TO:

**City of Freeport
200 WEST 2ND STREET
City of Freeport, TEXAS 77541
ATTN: LAURA TOLAR**

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

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

SECTION I - INFORMATION & INSTRUCTIONS

1.0 SUBMISSION REQUIREMENTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Freeport, Chris Motley; 979-233-3526 Ext. 130

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

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

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

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

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

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

1.23 Independent Contractor. The parties intend that Proposer, in performing services under this contract, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. The Proposer shall be free to contract for similar services to be performed for other persons, firms or corporations and Proposer is not to be considered an agent or employee of the City of Freeport and is not entitled to participate in any employee benefits of the City of Freeport. Further, the City of Freeport shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance except with respect to the employees of the City.

1.24 Place of Performance, Applicable Law and Venue. This contract is performable in Brazoria County, Texas, and shall be governed by the laws of the State of Texas (excluding conflict of laws rules if the application of such rules would require the application of the laws of a different state or nation). Venue for any action hereunder, at law or in equity, shall be in a court of competent jurisdiction located in Brazoria County, Texas.

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

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

1.27 Warranty of Authority If any of the undersigned is acting on behalf of a partnership, corporation or other entity recognized by the law of the State of Texas, such person hereby REPRESENTS, WARRANTS, and COVENANTS that such person has the authority to do so, and that this instrument is binding upon such partnership, corporation or other entity according to its terms.

Section 2: Financial Responsibilities & Capabilities

2.1 INSURANCE

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

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

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

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

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

2.2 BONDING AND OBLIGATIONS

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

Section 3: OVERVIEW OF SCOPE OF WORK RATE SCHEDULE ITEMS

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

1. Vegetative Debris

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

2. Construction and Demolition (C&D) Debris

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

Description of Designated Area

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

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

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

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

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

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

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

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

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

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

5. Payment for disposal costs such as tipping fees incurred by the Contractor at permitted disposal facilities, or other City of Freeport approved sites that meet Local, State, and Federal Regulations for disposal will be made at the cost incurred by the Contractor. The Contractor must furnish a copy of the invoice received by the disposal facility, all scale or load tickets issued by the disposal facility, and proof of Contractor payment to the disposal facility.

3.1.9 The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State, tribal and local governments or agencies, or of any public utilities.

3.1.10 The City of Freeport reserves the right to inspect the TDSRS, verify quantities, and review operations at any time.

Section 4: SCOPE OF WORK

4.1 Emergency Road Clearance

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

4.2 ROW Vegetative Debris Removal

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

1. Vegetative debris existing in the City of Freeport ROW is defined as debris resulting from a hurricane or other natural or man-made disaster which has been or will be placed along public right-of-ways, easements, City of Freeport parks, alleys, City of Freeport debris staging areas, and other areas as designated by the City of Freeport.

2. For the purposes of this contract, vegetative debris which is piled in immediate close proximity to the actual legal street right-of-way, and which is accessible from the right-of-way line with loading equipment (i.e. not behind a fence or other physical obstacle) will be deemed to be on the right-of-way, and is to be removed.

3. Removal of vegetative debris existing in the City of Freeport will be performed as identified by the City of Freeport.

4. Entry onto private property for the removal of vegetative hazards will only be permitted when directed by the City of Freeport or its authorized representative.

4.3 ROW C&D Debris Removal

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

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

4.4 Demolition, Removal, and Transport of Structures

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

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

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

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

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

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

4.6 Grinding (Reduction of Storm Generated Debris)

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

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

4.7 Incineration (Reduction of Storm Generated Debris)

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

4.8 Haul-Out of Reduced Debris to Final Disposal Site

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

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

reduced debris.

4.9 Final Disposal Sites

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

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

4.10 Removal of Hazardous Leaning Trees and Hanging Limbs

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

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

4.11 Removal of Hazardous Stumps

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

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

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

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

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

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

4.12 Household Hazardous Waste Removal, Transport, and Disposal

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

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

4.13 Electronic Waste

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

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

4.14 Abandoned Vehicle Removal

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

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

4.15 Animal Carcass Removal and Disposal

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

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

4.16 ROW White Goods Debris Removal

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

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

4.17 Freon Removal

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

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

4.18 Asbestos Removal

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

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

4.19 Use of Local Resources

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

4.20 Working Hours

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

4.21 Debris Site Tower Specifications

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

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

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

4.22 Equipment

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

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

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

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

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

4.23 Traffic Control

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

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

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

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

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

4.24 Damage To Public Or Private Property

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

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

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

4.25 Existing Utilities

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

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

4.26 Environmental Protection

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

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

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

4.27 Documentation and Measurement

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

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

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

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

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

4.28 City of Freeport Responsibilities

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

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

4.29 Response to Emergency

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

4.30 Additional Disaster and/or Storm Recovery Services

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

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

4.31 Additional Services

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

FORM A - OFFEROR IDENTIFICATION & AUTHORIZED SIGNATORY

Invitation No.:

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

Offeror Company:

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

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

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

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

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

Member Contact Information

Contact Person(4):

Mailing Address:

Physical Address:

Toll Free Phone: Fax:

Email Address:

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

The Signatory below, on behalf of Offeror:

-Acknowledges having thoroughly reviewed the Invitation;

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

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

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

Signature: _____ **Title:** _____

Printed Name: _____

Date: _____

BID AFFIDAVIT

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

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

STATE OF _____ COUNTY OF _____

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

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

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

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

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

Name and Address of offeror:

_____ Telephone Number _____

by: _____ Title: _____

Signature: _____

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

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

Notary Public in and for the State of _____

RETURN THIS PAGE PROPERLY EXECUTED WITH YOUR PROPOSAL

NOTICE TO ALL CITY VENDORS AND ALL POTENTIAL CITY VENDORS:

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

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

City of Freeport, Texas

BIDDER/OFFEROR'S SDNs/BLOCKED PERSONS AFFIRMATION

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

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

(Please check all that are applicable)

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

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

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

Bidder/Respondent Company Name _____

Bidder (Signature) _____ Date _____

Bidder (Print Name) _____ Date _____

Position with Company _____

Signature of Company Official

Authorizing the Bid/Offer _____ Date _____

Company Official

(Printed Name) _____

Official's Position _____

Corporate Vendors Shall Furnish the Following Information:

Where Incorporated _____ Charter Number _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

Yes No

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

4

Signature of person doing business with the governmental entity

Date

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

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

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

NOTES:

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

**ATTACHMENT II
EQUIPMENT RATES**

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

LABOR AND MATERIAL RATES

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

Notes:

1. The Equipment, labor and material rates shown above are for tasks requested by the City which are not covered in the rates (per cubic yard) for normal debris removal and reduction.
2. Pricing includes operator, fuel, and maintenance. Depending on the severity of the disaster, some or all of the above equipment will be required. The Contractor will ensure sufficient numbers of each type of listed equipment are available to meet the needs for a particular disaster.
3. The listed equipment should cover all possible equipment needs following disaster. The Contractor has access and contacts for any other equipment that might be required and will negotiate a rate with the City if need arises for equipment not on list.

ATTACHMENT III
Stump Conversion Table
Diameter to Volume Capacity

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

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

0.7854 is one-fourth Pi and is a constant.

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

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

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

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

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

REQUEST FOR PROPOSAL

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

Disaster and/or Storm Recovery Monitoring

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

10:00 A.M., Wednesday, May 11,2011

MARK ENVELOPE:

"Disaster and/or Storm Recovery Monitoring"

RETURN PROPOSAL TO:

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

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

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

SECTION I - INFORMATION & INSTRUCTIONS

1.0 SUBMISSION REQUIREMENTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Freeport, Chris Motley; 979-233-3526 Ext. 130

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

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

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

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

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

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

1.23 Independent Contractor. The parties intend that Proposer, in performing services under this contract, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. The Proposer shall be free to contract for similar services to be performed for other persons, firms or corporations and Proposer is not to be considered an agent or employee of the City of Freeport and is not entitled to participate in any employee benefits of the City of Freeport. Further, the City of Freeport shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance except with respect to the employees of the City.

1.24 Place of Performance, Applicable Law and Venue. This contract is performable in Brazoria County, Texas, and shall be governed by the laws of the State of Texas (excluding conflict of laws rules if the application of such rules would require the application of the laws of a different state or nation). Venue for any action hereunder, at law or in equity, shall be in a court of competent jurisdiction located in Brazoria County, Texas.

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

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

1.27 Warranty of Authority If any of the undersigned is acting on behalf of a partnership, corporation or other entity recognized by the law of the State of Texas, such person hereby REPRESENTS, WARRANTS, and COVENANTS that such person has the authority to do so, and that this instrument is binding upon such partnership, corporation or other entity according to its terms.

Section 2: Financial Responsibilities & Capabilities

2.1 INSURANCE

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

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

2.2 BONDING AND OBLIGATIONS

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

Section III – Scope of Work

3.0 PURPOSE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SUBMITTED BY:

PROPOSER: _____

SIGNED: _____

NAME (PRINT) _____

ADDRESS: _____

CITY/STATE: _____

TELEPHONE: (____) _____

FAX: (____) _____ EMAIL: _____

FORM A - OFFEROR IDENTIFICATION & AUTHORIZED SIGNATORY

Invitation No.:

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

Offeror Company:

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

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

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

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

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

Member Contact Information

Contact Person(4):

Mailing Address:

Physical Address:

Toll Free Phone: Fax:

Email Address:

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

The Signatory below, on behalf of Offeror:

-Acknowledges having thoroughly reviewed the Invitation;

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

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

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

Signature: _____ **Title:** _____

Printed Name: _____

Date: _____

BID AFFIDAVIT

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

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

STATE OF _____ COUNTY OF _____

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

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

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

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

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

Name and Address of offeror:

_____ Telephone Number _____

by: _____ Title: _____

Signature: _____

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

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

Notary Public in and for the State of _____

RETURN THIS PAGE PROPERLY EXECUTED WITH YOUR PROPOSAL

NOTICE TO ALL CITY VENDORS AND ALL POTENTIAL CITY VENDORS:

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

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

City of Freeport, Texas

BIDDER/OFFEROR'S SDNs/BLOCKED PERSONS AFFIRMATION

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

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

(Please check all that are applicable)

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

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

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

Bidder/Respondent Company Name _____

Bidder (Signature) _____ Date _____

Bidder (Print Name) _____ Date _____

Position with Company _____

Signature of Company Official

Authorizing the Bid/Offer _____ Date _____

Company Official

(Printed Name) _____

Official's Position _____

Corporate Vendors Shall Furnish the Following Information:

Where Incorporated _____ Charter Number _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

Yes No

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

4

Signature of person doing business with the governmental entity

Date



TEXAS ASSOCIATION OF REALTORS

COMMERCIAL CONTRACT - IMPROVED PROPERTY

OFFERED TO THE BUYER BY A MEMBER OR REALTOR MEMBER OF THE TEXAS ASSOCIATION OF REALTORS. THIS CONTRACT IS A FORM OF THE TEXAS ASSOCIATION OF REALTORS, INC. 2002

1. PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: George Earl Jones a/k/a Geroge E. Jone, a single person
Address: 1311 Dogwood, Lake Jackson, TX 77566
Phone: Fax:

Buyer: City of Freeport, Texas
Address: 200 W. 2nd Street, Freeport, TX 77541
Phone: Fax:

2. PROPERTY:

A. Property means that real property situated in Brazoria County, Texas at 305-307 E. Park Avenue, Freeport, Texas (address) and that is legally described on the attached Exhibit N/A or as follows:

Surface and Surface only of Lots 9 Block 32, Freeport Townsite according to the map or plat of said townsite recorded in Volume 2, page 95 of the plat records of Brazoria County, Texas.

B. Seller will sell and convey the Property together with:

- (1) all buildings, improvements, and fixtures;
(2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
(3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
(4) Seller's interest in all licenses and permits related to the Property;
(5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
(6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
(7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: NONE

(Describe any exceptions, reservations, or restrictions in Paragraph 11 or an addendum.)
(If the Property is a condominium, attach condominium addendum.)

3. SALES PRICE: At or before closing, Buyer will pay the following sales price for the Property:

Table with 2 columns: Description and Amount. Row A: Cash portion payable by Buyer at closing \$ 35,000.00. Row B: Sum of all financing described in Paragraph 4 \$ -0-. Row C: Sales price (sum of 3A and 3B) \$ 35,000.00.

4. **FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3B as follows:

- A. **Third Party Financing:** One or more third party loans in the total amount of \$ _____ This contract:
 - (1) is not contingent upon Buyer obtaining third party financing.
 - (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Financing Addendum _____
- B. **Assumption:** In accordance with the attached Financing Addendum, Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____.
- C. **Seller Financing:** The delivery of a promissory note and deed of trust from Buyer to Seller under the terms of the attached Financing Addendum in the amount of \$ _____.

5. **EARNEST MONEY:**

- A. Not later than 3 days after the effective date, Buyer must deposit \$ NONE as earnest money with **Great American Title Co.** (title company and escrow agent) at Lake Jackson, Texas (title company's address). Buyer will deposit additional earnest money of \$ N/A on or before: (i) the _____ th day after Buyer's right to terminate under Paragraph 7B(3) expires; or (ii) _____. The title company is the escrow agent under this contract.
- B. If Buyer fails to timely deposit the earnest money, Seller may terminate this contract by providing written notice to Buyer before Buyer deposits the earnest money and may exercise Seller's remedies under Paragraph 15.
- C. Buyer may instruct the escrow agent to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. **TITLE POLICY, SURVEY, AND UCC SEARCH:**

A. **Title Policy:**

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
 - (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
 - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
 - (a) will not be amended or deleted from the title policy.
 - (b) will be amended to read "shortages in areas" at the expense of Buyer Seller.
- (3) Buyer may object to any restrictive covenants on the Property within the time required under Paragraph 6D.
- (4) Within 15 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address

B. Survey:

(1) Within N/A days after the effective date:

(a) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller.

(b) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date.

(c) Seller will deliver a true and correct copy of Seller's existing survey of the Property dated _____ Seller, at Seller's expense:

(i) will have the existing survey recertified on a date not earlier than _____.

(ii) will not have the existing survey recertified. Seller will will not deliver to the title company an affidavit required by the title company for approval of the survey that states that Seller knows of no changes or alterations to the Property as depicted on the survey.

(2) The survey required under Paragraph 6B(1) must be made by a Registered Professional Land Surveyor acceptable to the title company. The survey must:

(a) identify the Property by metes and bounds or platted lot description;

(b) show that the survey was made and staked on the ground with corners permanently marked;

(c) set forth the dimensions and total area of the Property;

(d) show the location of all improvements, highways, streets, roads, railroads, rivers, creeks or other waterways, fences, easements, and rights-of-way on the Property with all easements and rights-of-way referenced to their recording information;

(e) show any discrepancies or conflicts in boundaries, any visible encroachments, and any portion of the Property lying in a special flood hazard area (an "A" or "V" zone as shown on the current Federal Emergency Management Agency (FEMA) flood insurance rate map); and

(f) contain the surveyor's certificate that the survey is true and correct

C. UCC Search:

(1) Within N/A days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.

(2) Buyer does not require Seller to furnish a UCC search.

D. Buyer's Objections to the Commitment, Survey, and UCC Search:

(1) Within 15 days after Buyer receives the commitment, copies of the documents evidencing title exceptions, any required survey, and any required UCC search, Buyer may object to matters disclosed in the items if:

(a) the matters disclosed constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or

(b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA);

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 20 days after Seller receives the objections. The closing date will be extended as necessary to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(3)(a), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6D is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A Present Condition: (Check (1) or (2) only)

(1) Buyer accepts the Property in its present 'as-is' condition.

(2) Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: remove all movable personal property

B. Feasibility: N/A

(1) Delivery of Property Information. Within _____ days after the effective date, Seller will deliver to Buyer the following items to the extent that the items are in Seller's possession or are readily available to Seller. Any item not delivered is deemed not to be in Seller's possession or readily available to Seller. The items Seller will deliver are:

- (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
- (b) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- (c) a current inventory of all personal property to be conveyed under this contract;
- (d) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- (e) copies of all current service, maintenance, and management agreements relating to the ownership and operation of the Property
- (f) copies of current utility capacity letters from the Property's water and sewer service provider;
- (g) copies of all current warranties and guaranties relating to all or part of the Property;
- (h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
- (i) copies of all leasing or commission agreements that currently relate to all or part of the Property;
- (j) a copy of the "as-built" plans and specifications and plat of the Property;
- (k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date,
- (l) a copy of Seller's income and expense statement for the Property from _____ to _____;
- (m) copies of all previous environmental assessments, studies, or analyses made on or relating to the Property;
- (n) real and personal property tax statements for the Property for the previous 2 calendar years; and
- (o) _____

(2) Inspections, Studies, or Assessments

- (a) Within N/A days after the effective date, Buyer, at Buyer's expense, may complete or cause to be completed inspections, studies, or assessments of the Property, including all improvements and fixtures. Inspections, studies, or assessments may include, but are not limited to:
 - (i) physical property inspections (for example, structural pest control, mechanical, structural, electrical, and plumbing inspections);
 - (ii) economic feasibility studies;
 - (iii) environmental assessments (for example, soil tests, air sampling, and paint sampling);
 - (iv) engineering studies; and
 - (v) compliance inspections (for example, compliance determination with zoning ordinances, restrictions, building codes, and statutes)
- (b) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.
- (c) Buyer must:
 - (i) employ only trained and qualified inspectors and assessors;
 - (ii) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
 - (iii) abide by any reasonable entry rules or requirements that Seller may require;
 - (iv) not interfere with existing operations or occupants of the Property; and
 - (v) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.
- (d) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

(3) Feasibility Period and Right to Terminate: Buyer may terminate this contract for any reason within N/A days after the effective date by providing Seller with written notice of termination. If Buyer does not terminate within the time required, Buyer accepts the Property in its present "as is" condition with any repairs Seller is obligated to complete under this contract. (Check only one box.)

- (a) If Buyer terminates under this Paragraph 7B(3), the earnest money will be refunded to Buyer less \$ _____ that Seller will retain as independent consideration for Buyer's right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the full amount specified in Paragraph 5 to the escrow agent. The independent consideration is to be credited to the sales price only upon closing of the sale.
- (b) Buyer has paid Seller \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount directly to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B(3), the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will will not be credited to the sales price upon closing of the sale.

(4) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: (i) return to Seller all those items described in Paragraph 7B(1) that Seller delivered to Buyer and all copies that Buyer made of those items; and (ii) deliver copies of all inspection and assessment reports (excluding economic feasibility studies) related to the Property that Buyer completed or caused to be completed. This Paragraph 7B(4) survives termination of this contract.

(5) Contracts Affecting Operations: After Buyer's right to terminate under Paragraph 7B(3) expires, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's prior written approval.

8. BROKERS:

A. The brokers to this sale are: NONE

Cooperating Broker	License No.	Principal Broker	License No.
Address		Address	
Phone	Fax	Phone	Fax

Cooperating Broker represents buyer.

Principal Broker: (Check only one box)

represents Seller only.

represents Buyer only.

is an intermediary between Seller and Buyer

B. Fees: (Check only one box.)

(1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

(2) At the closing of this sale, Seller will pay:

Cooperating Broker a total cash fee of

_____ % of the sales price.

Principal Broker a total cash fee of:

_____ % of the sales price.

The cash fees will be paid in _____ County, Texas. Seller authorizes escrow agent to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 8 without the written consent of the brokers affected by the amendment.

9. CLOSING:

A. The closing of the sale will be on or before April 1, 2011 or within 7 days after objections to title have been cured, whichever date is later (the closing date). If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

The printed portion of this contract to the contrary notwithstanding, Buyer will pay all closing costs, including title insurance, but excluding any attorney's fees incurred by Seller and the costs of curing any title defects as required by the title company.

For value received, Seller grants Buyer a right of first refusal to purchase Lot 10, Block 32, Freeport Townsite, for \$35,000.00 cash at any time within one year from April 1, 2011, all other terms being the same.

12. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:

- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
- (2) release of Seller's loan liability, if applicable;
- (3) tax statements or certificates;
- (4) preparation of the deed and any bill of sale;
- (5) one-half of any escrow fee;
- (6) costs to record any documents to cure title objections that Seller must cure; and
- (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:

- (1) all loan expenses (for example, application fees, origination fees, discount fees, buy-down fees, commitment fees, appraisal fees, assumption fees, recording fees, tax service fees, mortgagee title policy expenses, credit report fees, document preparation fees, interest expense that Buyer's lender requires Buyer to pay at closing, loan related inspection fees, amortization schedule fees, courier fees, underwriting fees, wire transfer fees, and other fees required by Buyer's lender);
- (2) preparation fees of any deed of trust;
- (3) recording fees for the deed and any deed of trust;
- (4) premiums for flood and hazard insurance as may be required by Buyer's lender;
- (5) one-half of any escrow fee;
- (6) copy and delivery fees for delivery of the title commitment and related documents; and
- (7) other expenses that Buyer will pay under other provisions of this contract.

13. PRORATIONS, ROLLBACK TAXES, ESTOPPEL CERTIFICATES, RENT, AND DEPOSITS:

A. Prorations:

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 13A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

- B. Rollback Taxes: If Seller changes the use of the Property before closing or if a denial of a special valuation on the Property claimed by Seller results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 13B survives closing.
- C. Estoppel Certificates:
- (1) Within _____ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property.
 - (2) The estoppel certificates must state:
 - (a) that no default exists under the lease by the landlord or tenant as of the date the estoppel certificate is signed;
 - (b) the amount of the scheduled rents to be paid through the end of the lease and any rental payments that have been paid in advance;
 - (c) the amount of any security deposit;
 - (d) the amount of any offsets tenant is entitled against rent;
 - (e) the expiration date of the lease;
 - (f) a description of any renewal options; and
 - (g) _____.
- D. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 13D survives closing.

14. CASUALTY LOSS AND CONDEMNATION:

- A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may:
- (1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(3)(a), will be refunded to Buyer;
 - (2) extend the time for performance up to 15 days and the closing date will be extended as necessary;
- or
- (3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.
- B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:
- (1) terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration under Paragraph 7B(3)(a), will be refunded to Buyer; or
 - (2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to:
 - (a) Seller and the sales price will be reduced by the same amount; or
 - (b) Buyer and the sales price will not be reduced.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller may:
 - (1) terminate this contract and receive the earnest money as liquidated damages, thereby releasing the parties from this contract; or
 - (2) enforce specific performance, or seek other relief as may be provided by law, or both.
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates or the commitment, Buyer may:
 - (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(3)(a), as the sole remedy; or
 - (2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
 - (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(3)(a), as liquidated damages, thereby releasing the parties from this contract; or
 - (2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16 ATTORNEY'S FEES: If Buyer, Seller, any broker, or any escrow agent is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 16 survives termination of this contract.

17. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer.
- B. If both parties make written demand for the earnest money, escrow agent may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of escrow agent from all parties.
- C. If one party makes written demand for the earnest money, escrow agent will give notice of the demand by providing to the other party a copy of the demand. If escrow agent does not receive written objection to the demand from the other party within 30 days after the date escrow agent sent the demand to the other party, escrow agent may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors.
- D. Escrow agent will deduct any independent consideration under Paragraph 7B(3)(a) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- E. If escrow agent complies with this Paragraph 17, each party hereby releases escrow agent from all claims related to the disbursement of the earnest money.
- F. Notices under this Paragraph 17 must be sent by certified mail, return receipt requested. Notices to escrow agent are effective upon receipt by escrow agent.

18. MATERIAL FACTS:

- A. To the best of Seller's knowledge and belief: *(Check (1) or (2) only.)*

- (1) Seller is not aware of any material defects to the Property except as stated in the attached Property Condition Statement.
- (2) Seller is not aware of any of the following, except as described otherwise in this contract:
- (a) any subsurface structures, pits, waste, springs, or improvements;
 - (b) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (c) any environmental hazards or conditions that affect the Property;
 - (d) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (e) whether radon, asbestos insulation or fireproofing, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (f) whether wetlands, as defined by federal or state law or regulation, are on the Property;
 - (g) whether threatened or endangered species or their habitat are on the Property, and
 - (h) any material physical defects in the improvements on the Property.
(Describe any exceptions to (a)-(g) in Paragraph 11 or an addendum.)
- B. Each written lease Seller is to furnish to Buyer under this contract must be in full force and effect according to its terms without amendment or modification that is not disclosed to Buyer in writing. Seller must disclose, in writing, to Buyer if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:
- (1) any modifications, amendments, or default by landlord or tenant under the leases;
 - (2) any failure by Seller to comply with Seller's obligations under the leases;
 - (3) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
 - (4) any non-occupancy of the leased premises by a tenant;
 - (5) any advance sums paid by a tenant under any lease;
 - (6) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
 - (7) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.
19. **NOTICES:** All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.
20. **FEDERAL TAX REQUIREMENT:** If Seller is a "foreign person" as defined by applicable law, or if Seller fails to deliver at closing an affidavit that Seller is not a foreign person, then Buyer will withhold from the sales proceeds at closing an amount sufficient to comply with applicable tax law and deliver the amount withheld to the Internal Revenue Service (IRS), together with appropriate tax forms. IRS regulations require filing written reports if currency in excess of specified amounts is received in the transaction.
21. **DISPUTE RESOLUTION:** The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
22. **AGREEMENT OF THE PARTIES:**
- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns.

- B. This contract is to be construed in accordance with the laws of the State of Texas.
- C. This contract contains the entire agreement of the parties and may not be changed except in writing.
- D. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- E. Buyer may may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all of Buyer's obligations under this contract.
- F. Addenda which are part of this contract are: *(Check all that apply.)*
 - (1) Property Description Exhibit identified in Paragraph 2;
 - (2) Condominium Addendum;
 - (3) Financing Addendum;
 - (4) Commercial Property Condition Statement;
 - (5) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards;
 - (6) Notice to Purchaser of Real Property in a Water District (MUD);
 - (7) Addendum for Coastal Area Property;
 - (8) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway; and
 - (9) _____

(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addendum which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)

23. **TIME:** Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. **EFFECTIVE DATE:** The effective date of this contract for the purpose of performance of all obligations is the date the escrow agent receipts this contract after all parties execute this contract.

25. **ADDITIONAL NOTICES:**

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract.
- D. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.

- E. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- F. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers.

26. **CONTRACT AS OFFER:** The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m. in the time zone in which the Property is located, on April 4, 2011 the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. **CONSULT** your attorney **BEFORE** signing.

Buyer's
Attorney is Wallace Shaw

Seller's
Attorney is _____

Buyer City of Freeport, Texas
By: _____
Printed Name: Jeff Pynes
Title: City Manager

Seller: X
By: _____
Printed Name: George E. Jones
Title: _____

Buyer: _____
By: _____
Printed Name: _____
Title: _____

Seller: _____
By: _____
Printed Name: _____
Title: _____

AGREEMENT BETWEEN BROKERS N/A

Principal Broker agrees to pay _____ (Cooperating Broker) a fee of \$ _____ or _____ % of the sales price when the Principal Broker's fee is received. Escrow agent is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Cooperating Broker _____ Principal Broker _____
By _____ By: _____

ESCROW RECEIPT

Escrow agent acknowledges receipt of:
 A. the contract on this day _____ (effective date);
 B. earnest money in the amount of \$ _____ in the form of _____ on _____

Escrow Agent: _____ Address: _____
By: _____ Phone: _____
Fax: _____

Exhibit "A"

To City Manager: Jeff Pynes

Proposal for Freeport

SurfsideTX.Net would like to locate Antenna's in two(2) sites in Freeport Texas for the purpose of providing/selling High Speed Internet Access to the public. The locations are the Tower located at the Freeport Police Department and also the Water Tower located at the intersection of HWY288 and FM1495 (South Pine Street).

SurfsideTX.Net will provide free Internet Access for the Freeport Marina and setup a system to allow vessels that are docked to also get free Internet Access as well as provide Internet Access to the Fire Department in return for the ability to install antennas at each location for no FEE.

Site One(1) – Water Tower

Lat: 28.58N

Long 95.20W

Place two(2) 2 foot Dish antennas and radios - Frequency 3.65Ghz and 5Ghz

Place three(3) 1 foot Panel antennas and radios Frequency 2.4Ghz and 5Ghz

One NEMA4 enclosure 12" x 17" – located inside at base of Water Tower

Site Two(2) – Police Department Tower

Lat: 28.57N

Long 95.22W

Place one(1) 2 foot Dish antennas and radio - Frequency 3.65Ghz and 5Ghz

Place three(3) 1 foot Panel antennas and radios Frequency 2.4Ghz and 5Ghz

One NEMA4 enclosure 12" x 17" – located inside at base of Police Department Tower

.SurfsideTX.Net should be able to provide coverage for approximately 93% of population from these locations.

James Bedward

979-482-6347

AGREEMENT

Parties

This agreement is made between the City of Freeport, Texas ("City") and James Bedward, individually and doing business as SurfsideTx.Net ("Contractor").

Grant of Franchise

City hereby grants to Contractor a non-exclusive Agreement to install, maintain, operate, repair, and replace four (04) radio antennae on the Freeport water tower on the real property described on Exhibit "A" and also the same equipment on Freeport City Police Department Tower on real property described on Exhibit "A" hereto for the sole purpose of providing high speed internet service.

Reasonable Right of Access

Contractor shall have a reasonable right of access to the water tower and the Freeport Police Department tower for purposes of this agreement. However, Contractor shall give reasonable notice to the Superintendent of Public Works and the Chief of Police of the City before accessing, respectively, the water tower or the tower at the Police Department each time. However, in an emergency, Contractor shall only be required to make such efforts to notify the Superintendent of Public Works or the Chief of Police, as are reasonable under the circumstances of the emergency.

The water tower is part of a public utility system that is vital to the health and safety of all the inhabitants of Freeport. Consequently, Contractor shall not be entitled to a key to the water tower. However, the Freeport Police Department is always open and will provide entry to the water tower at any time as provided herein.

Water Tower

For purposes of this Agreement, the term "water tower" shall include the premises on which the water tower is located.

Non-Exclusive Agreement

This Agreement is non-exclusive. The City shall not be obligated to bar any other person from using the water tower or from providing any type of communications services, any other goods, or any other services.

Protection of Water Tower

Before any installation, repair, replacement, or other operations on the water tower, Contractor shall present written plans and specifications for such work to the City. Contractor shall not proceed with the work until the City has given written approval for the work.

Without the clear, distinct, specific, prior, and written approval of the City, Contractor shall not weld, drill, screw, cut, abrade, or otherwise alter or damage the water tower or its paint system. Without limiting the generality of the foregoing, Contractor acknowledges that the paint and/or coating system of the water tower is sensitive, essential, and expensive.

Before performing any work at the water tower, Contractor shall give City written notice of the work to be performed. The City shall have the option to perform such work itself or have it done by a third party, and if City exercises this option, then Contractor shall reimburse City for the cost of such work upon request.

In the event of any damage to the water tower, Contractor shall immediately notify the City. The City may elect whether to (1) require Contractor to immediately repair the damage, which Contractor hereby agrees to do at its own cost; or (2) City may repair the damage or arrange for third parties to do so, and Contractor hereby agrees to reimburse the City in full for the cost of such repairs.

Contractor agrees to remove its equipment and mountings from the water tower upon request by the City, if the City determines, in the City's reasonable discretion, that such removal is necessary or convenient for any maintenance, service, repair, renovation, or operations of any nature concerning the water tower. If Contractor fails to do so within a reasonable time, or in an emergency as described below, City may perform such removal or have a third party do it, and Contractor shall reimburse the City upon request for the cost of such removal. The City shall have no liability for any such removal, regardless who performs it. For purposes of this paragraph, an emergency is an urgent need to proceed either immediately or faster than Contractor is acting. The City shall have the sole discretion to determine whether an emergency exists, and the City shall have no liability to any person for such decision.

Term

The effective date of this Agreement shall be the date it is signed and accepted by Contractor. This Agreement shall remain in effect for an initial term of five years after the effective date. Thereafter, this Agreement shall automatically be extended for subsequent two year terms, unless either party gives the other party written notice, at least thirty days before the end of the initial term or the then current extension term, of the intent not to renew this Agreement.

Interference

Contractor shall not electronically interfere with any other communications or other signals.

Insurance

Contractor shall maintain the following insurance policies and amounts during the existence of the Agreement. The policies shall be issued by insurance companies in good standing and licensed to do business in Texas and reasonably acceptable to City. The policies shall name City and its personnel as an additional insured and shall waive subrogation against City and shall provide that these policies are the primary coverage. Such policies and the amounts are as follows:

- a. General liability insurance in an amount not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the aggregate; and
- b. Worker's compensation insurance as required by law, and if Contractor employs any person other than James Bedward, then such worker's compensation insurance shall be from a lawful insurance company rather than self-insurance.

Indemnity

Contractor hereby indemnifies City and City's agents, officers, employees, representatives and contractors against and all claims, liability, damages, costs of defense, and other losses of any nature whatsoever, arising wholly or partly from this Agreement or any act, omission, or condition concerning the subject matter of this Agreement. **THIS INDEMNITY ALSO APPLIES TO MATTERS ARISING WHOLLY OR PARTLY FROM THE NEGLIGENCE OF THE PERSONS INDEMNIFIED.**

Assignment

Contractor may not assign this Agreement without the advance, written approval of the City. However, the City shall not unreasonably withhold such approval. In considering such approval, the City shall be entitled to consider, among other factors, the prospective assignee's safety record, financial solvency, credit history, and record of compliance or noncompliance with law and agreements. The assignment shall not be effective unless and until the assignee agrees in writing to be bound by this Agreement. The assignee shall be liable to the City for all obligations concerning this Agreement that arise after the effective date of the assignment. The assignee shall be jointly and severally liable with the assignor for all obligations to the City concerning this Agreement that arise before the effective date of the assignment.

Compliance/Enforcement/Early Termination

If either party breaches the terms of this Agreement, then the other party shall give the breaching party written notice identifying the breach and requesting that it be cured. If the breach is not cured within thirty days, then the complaining party shall give the breaching party notice of a hearing concerning the breach. Both parties shall have the opportunity to be heard at the hearing. The hearing shall be held no less than thirty days and no more than sixty days after the notice of hearing. If the hearing is held by Contractor, then the hearing shall be held by any or all of its officers or directors. If the hearing is held by the City, then the hearing shall be held by the City Council or its designee. If as a result of the hearing, the complaining party determines that the breach has not been cured, then the complaining party may terminate this Agreement, effective immediately. Termination of this Agreement under any provision shall not impair any liabilities incurred by a party hereto before termination.

Upon the expiration or termination of this Agreement for any reason, Contractor shall remove all of its equipment and fittings from the water tower, at Contractor's sole expense. Contractor shall also restore the water tower to the condition in which it was in immediately before the Agreement began, except for normal wear and tear, at Contractor's sole expense; provided, however, that the City may elect to perform such removal and restoration itself or have it done by third parties, and Contractor shall reimburse City for the cost of such restoration upon request.

If Contractor fails to perform any of its obligations whatsoever under this Agreement, then with or without terminating the Agreement, the City may perform such obligation, and upon request Contractor shall reimburse the City for the cost of doing so.

Force Majeure

The obligations of either party shall be suspended for so long as performance of such obligations is reasonably prevented by any cause understood in the law as a force majeure. If a force majeure prevents a party from performing for more than 180 continuance days, then the other party may terminate this Agreement under the procedure herein provided.

Compliance with Law

Contractor shall comply with all applicable laws concerning the operations in which Contractor uses the water tower.

The City reserves the right to exercise its police power in all ways, including the passage and/or enforcement of city ordinances that affect Contractor and/or its operations. Nothing in this Agreement shall be construed to limit the police power of the City.

Administration

The Mayor, City Manager and the Superintendent of Public Works of the City are each, independently hereby authorized to administer this Agreement on behalf of the City and to make all decisions and take all actions on behalf of the City concerning this Agreement.

Fee to City

Contractor will offer free Internet Access to the Freeport Marina in the manner described in Exhibit "A" as well as the Freeport Fire Station..

Not A Third Party Contract

This is not a third party contract. The City and Contractor are each acting for their own benefit hereunder, and not for the benefit of third parties. This contract shall not be enforceable by third parties.

Notices

Notices under this Agreement shall be given by personal delivery or by certified mail. Notice shall be deemed given when deposited in the U. S. mail, by certified mail, postage prepaid, or when actually received by any delivery method whatsoever, whichever is earlier. Notice to a party shall be addressed as stated below or to any other address designated by a party by giving notice to the other party.

To the City: City of Freeport
 200 W. 2nd Street
 Freeport, Texas 77541
 Attention: City Manager – Jeff Pynes

To Contractor: Mr. James Bedward
 SurfsideTx.Net
 137 Belanger Avenue
 Surfside Beach, Texas 77541

Effective Date: 04 April 2011



Corporate Headquarters
1025 International Dr
P O Box 358
Fergus Falls, MN 56537
Phone 1 218 739 4641
Toll Free 1 800 328 8945
Fax 1 218 739 4008
www.shoremaster.com

Galva Foam Marine Ind.
436 South State Hwy 7
Camdenon, MO 65020
Phone 1 573 346 3323
Toll Free 1 800 346 3323
Fax 1 573 346 1402
www.galvafloat.com

ShoreMaster, Inc d/b/a
Southeast Floating Docks
2205 Dobbs Road
St Augustine FL 32086
Phone 1 904 825 3625
Fax 1 904 825 1556
www.galvafloat.com

Aviva Sports, Inc.
436 South State Hwy 7
Camdenon, MO 65020
Phone 1 573 346 1402
Toll Free 1 866 428 4822
Fax 1 573 346 1392
www.goaviva.com

Shoreline Industries
1025 International Dr
P O Box 358
Fergus Falls, MN 56537
Phone 1 218 739 4641
Toll Free 1 800 328 8945
Fax 1 218 739 4008
www.boaliftmotor.com

Freeport Marina
C/o City of Freeport
Mrs. Angie Degetaire
200 West 2nd St.
Freeport, TX 77541

Our Quotation # 2-03060-01

4/1/2011

Dear Mrs. Degetaire

We are pleased to offer the following proposal for your consideration.

Repair Dock B:

- (1) – 10' x 40' walkway.
- (1) – 10' x 45' walkway.
- (2) – 4' x 40' finger piers.
- (2) – 8' x 40' finger piers.
- Roto-molded encased flotation – with 12 year manufacturer's warranty.
- Timber Tech value plank decking (grey).
- 2" x 8" treated wood banding board full perimeter.
- 16" aluminum substructure.
- Mainwalk 10' wide. Finger piers 4', and 8' wide.
- (5) – four roller pile guides.
- (6) – 4' x 4' corner sections.
- 3-1/2" – black horizontal padding provided full perimeter.
- (30) – 12" aluminum s-cleats.

Delivered, removal of existing damaged dock sections and install new dock sections, sales tax included: \$114,519.62

Electrical Utilities

Remove electrical feed to four pedestals, store four pedestals and feeders and reinstall when dock has been repaired.

\$4,656.25

Plumbing Utilities

Remove 2" schedule 80 pvc and HDPE tap to pedestals for removal, seal main water line and preserve until repairs have been made, reinstall when dock has been repaired.

\$3,462.50

Piling

(4) – 12" x .375 wall 50 k.s.i. steel pipe pile 50' long with cold tar epoxy coating 16 mill.

(1) 40' long class B wood pile.

\$13,070.00

Pile installation

Remove (4) - 12" x .375 wall 50 k.s.i. steel pipe pile 50' long with cold tar epoxy coating 16 mill.

Install (4) - 12" x .375 wall 50 k.s.i. steel pipe pile 50' long with cold tar epoxy coating 16 mill.

Remove (1) – 40' long class B wood pile.

Install (1) – 40' long class B wood pile.

Demolition of (5) removed pilings.

\$30,906.25

Fire Suppression

Repairs, removal and reinstallation of fire protection standpipe system. Upon completion of the repairs/reinstallation, a 2-hour 200 psi hydrostatic test shall be performed to ensure system integrity.

\$4,850.00

Bid Total \$171,464.62

Deduct (1) 8' x 40' Dock Section:

(1) - 8' x 40' finger piers.

Roto-molded encased flotation - with 12 year manufacturer's warranty.

Timber Tech value plank decking (grey).

2" x 8" treated wood banding board full perimeter.

16" aluminum substructure.

Finger piers 8' wide.

(1) - four roller pile guides.

(1) - 4' x 4' corner sections.

3-1/2" - black horizontal padding provided full perimeter.

(6) - 12" aluminum s-cleats.

Deduct \$15,159.85

Note:

- 1) Demolition of damaged dock sections shall be at owner's expense.
- 2) If piles to be pulled break at or below the water line removal of pile is not included in this quote.
- 3) If any materials are damaged due to removal or re-installation they will not be covered under this contract.

Prices included in this proposal are valid for a period of 30 days.

Sincerely,

Bryce Fisher
Regional Sales Representative

\$ 156 304.77

2/23/11

Discuss/ consider adopting rules for Meetings and Agendas.

Mr. Mike Jones made a motion to adopt the City Councils Rules of Procedure, minus the public having to sign up for speaking on issues. There must be (2) Board Members to place items on the Agenda, seconded by Mr. Rueben Cuellar, unanimous vote for approval.

Discuss/ consider resending drafted truck route to the City Council.

Mr. Tobey Davenport made a motion to amend the truck route to include Cherry Street, from 4th Street to Brazos Boulevard as additions, and that Oak Street be deleted, from 4th Street to Brazos Boulevard; and that it be sent back to City Council for their consideration with the amendments, seconded by Mr. Mike Jones, unanimous vote for approval.

Discuss/consider recommending to the City Council changing the speed limit on Brazosport Boulevard and Gulf Boulevard.

Discuss/consider recommending to City Council changes in Automobile Wrecker Ordinance, Section 121, of the Code of Ordinance Book.

Discuss/consider holding two (2) Planning Commission meetings a month.

Adjourn.

Mr. Edward Garcia closed the meeting at 7:00 P.M., unanimous vote for approval. Meeting was adjourned at 7:00 P.M.

These minutes read and approved this _____ day of _____, 2011.

Edward Garcia, Acting Chairperson