

City of Freeport

NOTICE OF PUBLIC MEETING
THE FREEPORT CITY COUNCIL
MONDAY, MAY 18TH, 2009 6:00 P.M.
MUNICIPAL COURT ROOM
FREEPORT POLICE DEPARTMENT, 430 N. BRAZOSPORT BLVD.
FREEPORT, TEXAS 77541

AGENDA FORMAL SESSION

1. Call to Order.
2. Invocation.
3. Pledge of Allegiance.
4. Consideration of the approval of the May 4th, 2009 Council Minutes. Pg. 292-294
5. Attending Citizens and Their Business.
6. Consideration of the approval of Ordinance No. 2009-2219 canvassing the returns and declaring the results of the 2009 Annual Election . Pg. 295-300
7. Administer Oath of Office to duly elected Mayor and Councilman for Ward B and Ward D. Pg. 301
8. Recognition of Councilman James Saccomanno for his service (2005-2009) to the City.
9. Consideration of selecting the Mayor Pro Tem. Pg. 302
10. **Public Hearing:** A 2nd public hearing on the question of whether or not Chapter 110 of the Code of Ordinances of said City should be amended to extend the hours during which beer and mixed beverages can be sold within said City to 2:00 o'clock a.m. Pg. 303
11. **Public Hearing:** The City Council and the Planning Commission of said City will conduct a Joint Public Hearing to consider a proposed amendment to the Comprehensive Zoning Ordinance and Map of said City, changing the zoning classification of the following described property from its present classification of R-2 Single Family Residential to a new classification of W-2 Waterfront Light:

- Tract 4, 0.66 acres, S.F. Austin Survey, Abstract 33, Tax Id No. 0033-0001-000, fronting on the right descending bank Of the old Brazos River near but upstream from the Velasco Boulevard Bridge in the City of Freeport, in Brazoria County, Texas. Pg. 304-308
12. Consideration of the approval of Ordinance No. 2009-2220 changing the zoning classification of the following described property from its present classification of R-2 Single Family Residential to a new classification of W-2 Waterfront Light. Pg. 309-312
- Tract 4, 0.66 acres, S.F. Austin Survey, Abstract 33, Tax Id No. 0033-0001-000, fronting on the right descending bank Of the old Brazos River near but upstream from the Velasco Boulevard Bridge in the City of Freeport, in Brazoria County, Texas
13. Consideration of the approval of setting a bid date for lease of the following property: Pg. 313-324
- Tract 4, 0.66 acres, S.F. Austin Survey, Abstract 33, Tax Id No. 0033-0001-000, fronting on the right descending bank Of the old Brazos River near but upstream from the Velasco Boulevard Bridge in the City of Freeport, in Brazoria County, Texas
14. Consideration of the approval of granting a variance of the Sign Ordinance, (Chapter 113) for a wall sign for Super S Foods, 301 S. Brazosport Boulevard, Freeport, Texas. Pg. 325-327

Adjourn

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

This notice is posted pursuant to the Texas Open Meeting Act. (Chapter 551, Government Code)

In compliance with the American with Disabilities Act, the City of Freeport will provide for reasonable accommodations for persons attending City Council Meetings. Request should be received 48 hours prior to the meetings. Please contact the City Secretary office at 979.233.3526.

I, Delia Muñoz, City Secretary, City of Freeport, Texas, hereby certify that this agenda was posted on the official bulletin board/glass door of City Hall, facing the rear parking lot of the building, with 24 hour a day public access, 200 W. 2nd Street, Freeport, Texas, on May 13th, 2009, at or before 5:00 p.m.

Delia Muñoz
City Secretary

STATE OF TEXAS

COUNTY OF BRAZORIA

CITY OF FREEPORT

BE IT REMEMBERED, that the City Council of the City of Freeport, met on Monday, May 4th, 2009 at 6:00 p.m. at the Freeport Police Department, Municipal Court Room, 430 North Brazosport Boulevard, Freeport Texas, for the purpose of considering the following agenda:

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

Staff: Jeff Pynes, Acting City Manager
 Wallace Shaw, City Attorney
 Delia Munoz, City Secretary
 Nat Hickey, Property Manager
 Mary Stotler, Main Street Director

Visitors: Susie Wise Rosa McDonald
 Pixie Floyd Lila Lloyd
 Annette Sanford Mark Sanford
 Edna Allan B. R. Williams
 Brenda Laird Patrick Gore
 Joyce Adkins Mark Cameron
 Sandra W. Wicke Larry Shaefer
 Judy Shaefer Ron Damian
 Cele Damian Bobby Casale

Call to Order.

Councilman Saccomanno assumed the duties of Mayor Pro Tem, opened the meeting at 6:03 p.m.

Invocation.

Wallace Shaw offered the invocation.

Pledge of Allegiance.

Mayor Pro Tem, Councilman Saccomanno led the Pledge of Allegiance.

Consideration of the approval of the April 20th, 2009 Council Minutes.

On a motion by Councilman Cameron, seconded by Councilman Wise, with all present voting "aye", Councilman unanimously approved the April 20th, 2009 Council Minutes.

Attending Citizens and Their Business.

There were no comments.

Consideration of the approval of authorizing the City Manager to sign an Interlocal Agreement between the County of Brazoria and the City of Freeport, to use funds from the Edward Byrne Memorial Justice Assistance Grant (JAG) program.

On a motion by Councilman Cameron, seconded by Councilman Wise, with all present voting "aye", Council unanimously approved the Acting City Manager-Jeff Pynes' recommendation to sign an Interlocal Agreement between the County of Brazoria and the City of Freeport to use \$31,398.00 from the JAG award to purchase video cameras for the patrol cars.

Consideration of the approval of selling the City's interest on Block 778, Lots 3, 5 thru 8, Velasco Townsite, known as 1610-1616-1620 North Ave. P, Tax Id No. 8110-3854-000.

On a motion by Councilman Cameron, seconded by Councilman Wise, with all present voting "aye", Council unanimously approved selling the City's interest on Block 778, Lots 3, 5 thru 8, Velasco Townsite, known as 1610-1616 -1620 North Ave. P., Tax Id # 8110-3854-000.

Consideration of the approval of selling the City's interest on Block 676, Lots 10-11, Velasco Townsite, known as 1004-1006 North Ave. G., Tax Id No. 8110-2710-000.

On a motion by Councilman Cameron, seconded by Councilman Wise, with all present voting "aye", Council unanimously approved selling the City's interest on Block 676, Lots 10-11, Velasco Townsite, known as 1004-1006 North Ave. G., Tax Id No. 8110-2710-000.

Consideration of the approval of selling the City's interest on Block 85, Lots 13-14, Velasco Townsite, known as 121-123 South Ave. F., Tax Id No. 8110-0858-000.

Mayor McDonald assumed the mayoral duties at 6:09 p.m.

On a motion by Councilman Cameron, seconded by Councilman Saccomanno, with all present voting "aye", Council unanimously approved selling the City's interest on Block 85, Lots 13-14, Velasco Townsite, known as 121-123 South Ave. F., Tax Id No. 8110-0858-000.

Consideration of the approval of setting a bid date of June 1, 2009 and to award the contract for the Community Development Building Grant (CDBG) for Freeport Sewer Improvement Project.

On a motion by Councilman Saccomanno, seconded by Councilman Cameron, with all present voting "aye", Council unanimously approved setting a bid date and to award the contract for the Community Development Building Grant (CDBG) for June 1, 2009 for Freeport Sewer Improvement Project. A pre-bid meeting is scheduled for Thursday, May 21, 2009 at the City Hall.

Elected Official Report

No report

Work Session

Main Street Director, Mary Stotler discusses designating certain downtown areas as an official Historic District.

Main Street Director, Mary Stotler discussed designating certain downtown city blocks as an official Historic District. Designating an official Historic District would allow tax abatements or tax freezes on improved property within Freeport's Historic District. Councilman Wise said he had researched other cities that had implemented Historic Districts and was a good idea. Councilman Cameron suggested having a Public Hearing to hear residences concerns.

Adjourn

There being no further business to come before council, the meeting was duly adjourned by Councilman Cameron, seconded by Councilman Saccomanno at 6:39 p.m.

Delia Munoz
City Secretary

Larry L. McDonald
Mayor

MAY 14, 2009

CANVASS MUST BE CONDUCTED BETWEEN TUESDAY,
MAY 12 AND WEDNESDAY, MAY 20 2009, PER THE STATE
OF TEXAS, ELECTION DIVISION.

The Brazoria County Election Department reported that the Ballot Board meets on Friday, May 15, 2009 to verify and count all provisional ballots and count all received ballots cast from addresses outside the United States. On Friday, May 15 2009 the county will report to the local canvassing authority if any changes to the totals.

Delia Munoz
City Secretary

ORDINANCE NO. 2009-2219

AN ORDINANCE OF THE CITY OF FREEPORT, BRAZORIA COUNTY, TEXAS, MAKING CERTAIN FINDINGS OF FACT REGARDING AND CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE ANNUAL ELECTION HELD ON THE FIRST SATURDAY IN MAY, 2003, BEING MAY 9, 2009, HELD IN AND THROUGHOUT SAID CITY FOR THE PURPOSE OF ELECTING, FOR A TWO (2) YEAR TERM, A PERSON TO THE OFFICE OF MAYOR OF SAID CITY AND, IN WARDS B AND D OF SAID CITY, FOR THE PURPOSE OF ELECTING PERSONS TO COUNCIL POSITION B AND COUNCIL POSITION D ON THE CITY COUNCIL OF SAID CITY, EACH BEING ELECTED FOR A TWO (2) YEAR TERM; PROVIDING FOR RATIFICATION AND CONFIRMATION OF THE ACTION TAKEN BY THIS ORDINANCE BY THE MAYOR OF SAID CITY; AND PROVIDING AN EFFECTIVE DATE FOR THIS ORDINANCE.

BE IT ORDAINED AND ORDERED, RESPECTIVELY, BY THE CITY COUNCIL AND MAYOR OF THE CITY OF FREEPORT, BRAZORIA COUNTY, TEXAS:

SECTION ONE--Scope of Ordinance

This ordinance relates to the annual election called by Ordinance No. 2009-2214 of the City of Freeport, Brazoria County, Texas, heretofore read, passed, adopted and ratified on January 20, 2009, as amended by Ordinance No. 2009-2215 heretofore read, passed, adopted and ratified on February 2, 2009 by the City Council and Mayor of said City ordaining and ordering, respectively, that an election be held in and throughout said city on the second Saturday in May, 2009, being May 9, 2009, for the purpose of electing, for a two (2) year term, a person to the office of Mayor of said city and, in Wards B and D of said City, for the purpose of electing to office persons to fill the offices of Council Position B and Council Position D on the City Council of said City, each person to be elected to a two (2) year term.

SECTION TWO--Findings of Fact Regarding Election

The Mayor and City Council of the City of Freeport, Texas, make the following findings of fact with respect to said election, to-wit:

First, that notice of said election was given in the manner and at the time required by law.

Second, that said election was duly called and held in the manner and at the time required by law, and said Ordinance No. 2009-2214, as amended by Ordinance No. 2009-2215, and that only qualified voters were permitted to vote.

Third, that based on the election returns of said election, which are now before the Mayor and City Council and which are found to be in due form and order and to have been regularly made as required by law, at said election a total of 770 votes were cast in the election for mayor, a total of 307 votes were cast in the election for Council Position B and a total of 177 votes were cast in the election for Council Position D.

Fourth, that the following named candidates received the number of votes set opposite their names, to-wit:

<u>NAME</u>	<u>POSITION</u>	<u>TOTAL VOTES</u>
LARRY McDONALD, SR.	MAYOR	392
HENRIETTA GONZALES	MAYOR	378
LOREN ERIC HAYES	COUNCIL POSITION B	107
SANDRA D. WOOD- WICKE	COUNCIL POSITION B	40
JAMES W. (JIM) PHILLIPS	COUNCIL POSITION B	152
JASON MONTIER	COUNCIL POSITION B	8
NORMA MORENO GARCIA	COUNCIL POSITION D	91
MARK A. CAMERON	COUNCIL POSITION D	8
JERRY SHADDEN	COUNCIL POSITION D	78

Fifth, that the following named persons received the number of write-in votes for the position set opposite their names, to-wit:
NONE.

SECTION THREE--Declaring the Results of Election

The Mayor and City Council of the City of Freeport, Texas, hereby declare and ordain, respectively, that LARRY McDONALD, SR. has been elected Mayor of the City of Freeport for a term of two (2) years and that JAMES W. (JIM) PHILLIPS and NORMA MORENO GARCIA have been elected, for a two (2) year term each, to Council Position B and Council Position D on the City Council of the City of Freeport, Texas, respectively.

SECTION FOUR--Qualification

Upon filing the signed statement and taking the Constitutional Oath of Office as required by Article 16, Section 1 of the Texas Constitution, the said LARRY McDONALD, SR., the said JAMES W. (JIM) PHILLIPS and the said NORMA MORENO GARCIA shall each be entitled to said office to which he or she has been elected for such term and until his or her successor shall have been duly elected and qualified according to law.

SECTION FIVE--Ratification and Confirmation by Mayor

By signing this ordinance, the undersigned Mayor of the City of Freeport, Texas, hereby ratifies and confirms as his action all matters herein above recited which by law come within his jurisdiction.

SECTION SIX--Effective Date

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

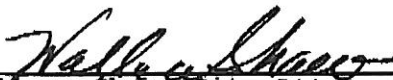
READ, PASSED AND ADOPTED this _____ day of May, 2009.

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

ATTEST:

Delia Muñoz, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:



Wallace Shaw, City Attorney,
City of Freeport, Texas

City of Freeport Annual General Election Cumulative Report — Unofficial

Brazoria County — Joint Election — May 09, 2009

Page 1 of 1

Total Number of Voters : 8,673 of 168,401 = 5.15%
 Number of District Voters: 780 of 5,305 = 14.70%

Precincts Reporting 76 of 76 = 100.00%
 District Precincts Reporting 5 of 5 = 100.00%

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Party	Candidate	Early	Election	Total
Mayor, Vote For 1				
	Henrieta Gonzalez	175	203	378
	Larry L. McDonald	200	192	392
		53.33%	48.61%	50.91%
		99.73%	97.77%	98.72%
		0	0	0
		0.00%	0.00%	0.00%
		1	9	10
		0.27%	2.23%	1.28%
		375	395	770
		99.73%	97.77%	98.72%
		0	0	0
		0.00%	0.00%	0.00%
		1	9	10
		0.27%	2.23%	1.28%

City Council Position B, Vote For 1				
	Loren Eric Hayes	33	74	107
	James W. (Jim) Phillips	74	78	152
	Sandra D. Wood - Wicke	13	27	40
	Jason Montier	3	5	8
		2.44%	2.72%	2.61%
		97.62%	98.40%	98.08%
		0	0	0
		0.00%	0.00%	0.00%
		3	3	6
		2.38%	1.60%	1.92%

City Council Position D, Vote For 1				
	Mark A. Cameron	2	6	8
	Jerry Shadden	48	30	78
	Norma Moreno Garcia	41	50	91
		45.05%	58.14%	51.41%
		100.00%	97.73%	98.88%
		0	0	0
		0.00%	0.00%	0.00%
		0	2	2
		0.00%	2.27%	1.12%

Westlaw

V.T.C.A., Election Code § 67.003

Page 1

C

Effective: October 1, 2005

Delia

Munoz

Vernon's Texas Statutes and Codes Annotated Currentness
Election Code (Refs & Annos)
Title 6. Conduct of Elections
Chapter 67. Canvassing Elections
→ § 67.003. Time for Local Canvass

(a) Except as provided by Subsection (b), each local canvassing authority shall convene to conduct the local canvass at the time set by the canvassing authority's presiding officer not earlier than the eighth day or later than the 11th day after election day.

(b) For an election held on the uniform election date in May, the local canvass must occur not later than the 11th day after election day and not earlier than the later of:

- (1) the third day after election day;
- (2) the date on which the early voting ballot board has verified and counted all provisional ballots, if a provisional ballot has been cast in the election; or
- (3) the date on which all timely received ballots cast from addresses outside of the United States are counted, if a ballot to be voted by mail in the election was provided to a person outside of the United States.

CREDIT(S)

Acts 1985, 69th Leg., ch. 211, § 1, eff. Jan. 1, 1986. Amended by Acts 1993, 73rd Leg., ch. 728, § 22, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 1349, § 31, eff. Sept. 1, 1997; Acts 2003, 78th Leg., ch. 1315, § 42, eff. Jan. 1, 2004; Acts 2003, 78th Leg., ch. 1316, § 17, eff. Sept. 1, 2003; Acts 2003, 78th Leg., 3rd C.S., ch. 1, § 3, eff. Jan. 11, 2004; Acts 2005, 79th Leg., ch. 471, § 7, eff. Oct. 1, 2005.

HISTORICAL AND STATUTORY NOTES

2008 Electronic Update

2003 Legislation

Section 45(b) of Acts 2003, 78th Leg., ch. 1316 provides:

“(b) As they relate to the holding of an election, the changes in law made by this Act apply only to an election ordered on or after September 1, 2003.”

2003 Main Volume

In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Affiant

SWORN TO and subscribed before me by affiant on this _____ day of _____, _____.

Signature of Person Administering Oath

(Seal)

Printed Name

Title

SECTION 3.05. MAYOR PRO TEM.

At the first meeting of the city council at which the returns of the annual election are canvassed, the council member having the longest length of continuous service on the city council shall be identified as such by the City Secretary and such identification entered upon the minutes of such meeting. Thereafter, such member shall serve as mayor pro tem until the next annual election of officers. Where two or more council members are identified by the City Secretary as sharing the status of having the longest length of continuous service or in the event the council member having the longest length of continuous service on the city council declines in writing to serve as mayor pro tem, the city council, at its first meeting after each annual election of officers shall elect a mayor pro tem from among those sharing such status to serve until the next annual election of officers. As used herein, the term 'continuous service' shall mean uninterrupted service on the city council up to the date of such meeting. The mayor pro tem shall perform all the duties of the mayor in the absence or disability of the mayor, and shall assume the office of mayor for the remainder of the unexpired term in the event the office of mayor becomes vacant. If both the mayor and mayor pro tem are absent from any meeting of the city council at which a quorum is present, the members present shall elect a temporary mayor pro tem to preside at such meeting.

(Amendment adopted by electorate 5-7-94; Amendment adopted by electorate 5-2-98)

TO ALL PERSONS IN INTEREST, CITIZENS, CORPORATIONS, AND FIRMS, THEIR AGENTS AND ATTORNEYS, AND TO ALL PERSONS, FIRMS, AND CORPORATIONS OWNING ANY INTEREST IN ANY LAND LOCATED THEREIN AND TO ALL INHABITANTS OF THE CITY OF FREEPORT, BRAZORIA COUNTY, TEXAS.

N O T I C E

Two (2) public hearing will be held at the Police Department Municipal Courtroom of the City of Freeport, Texas, located at 430 North Brazosport Boulevard, within the corporate limits of said city, in Brazoria County, Texas, by the City Council thereof, the first one on Monday, April 20, 2009, at 6:00 o'clock, p.m., and the second one on Monday, May 18, 2009, at 6:00 o'clock, p.m., at which times and place the City Council will conduct a public hearing on the question of whether or not Chapter 110 of the Code of Ordinances of said City should be amended to extend the hours during which beer and mixed beverages can be sold within said city to 2:00 o'clock a.m.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS,
made on the 6th day of April 2009.

Delia Muñoz, City Secretary,
City of Freeport, Texas

NOTE: This notice should be published twice, the first time before the first hearing and the second time after the first hearing but before the second hearing.

TO ALL PERSONS IN INTEREST, CITIZENS, CORPORATIONS, AND FIRMS, THEIR AGENTS AND ATTORNEYS, AND TO ALL PERSONS, FIRMS, AND CORPORATIONS OWNING ANY INTEREST IN THE BELOW DESCRIBED LAND OR ANY LAND LOCATED WITHIN TWO HUNDRED (200') FEET THEREOF AND TO ALL INHABITANTS AND LAND OWNERS OF AND IN THE CITY OF FREEPORT, BRAZORIA COUNTY, TEXAS.

N O T I C E

A joint public hearing will be held on Monday, the 18th day of May, 2009, at 6:00 o'clock p.m., central daylight savings time, at the Police Department Municipal Courtroom of the City of Freeport, Texas, located at 430 North Brazosport Boulevard, within the corporate limits of said city, in Brazoria County, Texas, at which time and place the City Council and the Planning Commission of said city will conduct a joint public hearing to consider a proposed amendment to the Comprehensive Zoning Ordinance and Map of said city, codified as Chapter 155 of the Code of Ordinances of said City, changing the zoning classification of the following described property from its present classification of R-2 Single Family Residential to a new classification of W-2 Waterfront Light:

Tract 4, 0.66 acres, S.F. Austin Survey,
Abstract 33, Tax ID# 0033-0001-000, fronting
on the right descending bank of the Old Brazos River
near but upstream from the Velasco Boulevard Bridge
in the City of Freeport, in Brazoria County, Texas.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS,
made on the 20th day of April 2009.

Delia Muñoz, City Secretary,
City of Freeport, Texas

NOTE: This notice should be published in the Brazosport Facts ONE (1) time only at least fifteen (15) full days prior to the date of the public hearing. Also, a copy of this notice must be mailed at least ten (10) full days prior to the date of the public hearing to the owner(s) of the land for which a change in zoning classification is being sought and to the owners of all land within 200 feet thereof.

**Discuss/consider re-zoning Tract 4, 0.66 acres, S. F. Austin Abstract 33,
Tax ID 0033-0001-000, from R-2, Single-Family Residential to W-2,
Waterfront-Light.**

The Planning Commission discussed re-zoning Tract 4, 0.66 acres, S. F. Austin Abstract 33 from an R-2, Residential Zone to a W-2, Waterfront-Light Zone.

Mr. Edward Archer came to the Planning Commission meeting and spoke to the members about wanting to put a watercraft business on that property.

Mr. Eric Hayes made a motion to call a Joint Public Hearing with the City Council to grant approval for re-zoning Tract 4, S. F. Austin Abstract 33 from R-2 to W-2, Waterfront-Light, seconded by Mr. Rueben Cuellar. By a vote of 3 to 2, with Ms. Joyce Adkins and Mr. Roberto Caceres voting against, the motion passed.

Adjourn.

Mr. Eric Hayes made a motion to adjourn, seconded by Ms. Joyce Adkins, unanimous vote for approval. Meeting was adjourned at 6:24 P.M.

These minutes read and approved this _____ day of _____, 2009.

Diane Williams, Chairperson

(E) *Special requirements.*

(1) No motor home, travel trailer or camper shall be occupied or used for sleeping quarters. Only one motor home, travel trailer or camper shall be stored or parked on any one lot within the W-1R District which has a dwelling located thereon.

(2) Personal goods and articles, other than cars, boats, lawn furniture and similar items too large to reasonably enclose, shall be stored on the lot in a completely enclosed structure.

(3) A site plan shall be submitted to and approved by the Building Official for any use or structure within the W-1R District prior to the issuance of the Certificate of Occupancy and Compliance.

(4) On any corner lot where the rear fence line and side fence line are adjacent to a street, no fence, structure, tree, shrub or hedge may be maintained within a twenty-five (25') isosceles triangle formed by the lot lines on the corner, as to cause danger to traffic by obstructing the view.

(a) Fence or fencing shall have a maximum height of six feet (6') above natural ground level within the W-1R District.

(F) *Height regulations.* No building or boat ship (covered) shall exceed 35' or 2 1/2 stories in height.

(G) *Projections into required yards.* Open and unenclosed building projections such as outside stairways and fire escapes, balconies, terraces or porches, decks, awnings, eave and roof extensions, and ornamental features may project into the required side or rear yards for a distance not to exceed 4 feet. In no case shall such projection be located closer than 3 feet from any lot line.

(1) *Special requirements for decks within the W-1R District Waterfront Single Family Residential Area.*

(a) Decks may encroach into the required front yard area to the water's edge or front lot line.

(b) The area above and below decks within the required frontyard shall be open or

unenclosed. Eaves or roof extensions shall not exceed 2 feet into the required front yard area.

(Ord. 1100-92-1, passed 6-4-92) Penalty, see § 155.999

§ 155.041 W-2 DISTRICT, WATERFRONT-LIGHT.

Waterfront District W-2 consists of waterfront areas suitable for or occupied by a wide range of retail and wholesale activities relating to port, harbor or marine activities including the manufacture, storage, transport and handling of goods as well as commercial uses as may have a natural relation to such activities, uses and facilities.

(A) *Minimum requirements for lot area, width and setback.*

Lot area: 2500 SF

Lot width: 25'

Setback:

Front: 25'

Rear: 10'

Side: 1'

(1) When abutting a Residential District, the side yard setback shall not be less than 10 feet.

(2) When abutting a Residential District, the rear yard setback shall not be less than 20 feet.

(3) *Residential development within the W-2 District.* The lot area, lot width, density and setback regulations for residential structures within the W-2 District shall be the same as those in the R-3 District.

(B) See § 155.023 for supplementary district regulations and exceptions and parking requirements applying to the W-2 District.

(C) See § 155.060 (D) and (E) for temporary use permits that may be granted by the Board of Adjustment, and specific use permits that may be recommended by the City Planning Commission within the W-2 District under certain circumstances and conditions.

(D) *Permitted uses and parking regulations.*

(1) In addition to providing facilities for the loading and unloading of goods, off-street parking shall be provided in the ratios listed below 307

(2) In the W-2 District, no land shall be used and no building or other structure shall be erected for or converted to any use other than:

Permitted Uses (W-2)	Parking Ratio
Any use permitted in the R-1, R-2, R-3, C-1, C-2 or W-1 Districts	
Barge & boat manufacture and repair	1/400
Boat, charter services 9 or less cap. 10 or more cap.	1/1.5 persons 1/2 persons
Boat; rental, leasing & sale	1/400
Boat & marine related parts; retail and wholesale sales, transportation and handling	1/400
Docking & service facilities for commercial vessels	2/60 linear ft. dock space
Heliports; by Specific use Permit only	
Ice; manufacture & sale, transportation & handling	1/400
Marine fueling	none
Marine net; manufacture, repair & sale	1/400
Oil field supplies; storage, transportation & handling	1/1000
Rental of equipment incidental to permitted uses	1/200
Seafood; handling, shipping and sales	1/400
Shrimp, Bait--live sales	1/200
Other uses by specific permit	

(E) *Other required conditions.*

(1) *Site plan.* A site plan shall be submitted to and approved by the Building Official prior to the issuance of a Certificate of Occupancy and Compliance.

(2) *Floor area.* The total floor area of any building or buildings on a lot in the W-2 District shall not exceed the number of square feet in the lot. (Ord. 1100-MM, passed 3-21-83; Am. Ord. 1100-PPPP, passed 6-17-85) Penalty, see § 155.999

§ 155.042 W-3 DISTRICT, WATERFRONT-HEAVY.

Waterfront District W-3 consists mainly of area occupied by or suitable for port, harbor or marine related activities including the storage, transport and handling of goods, materials and cargoes as well as such manufacturing, industrial and commercial uses as may have a natural relation to such activities, uses and facilities.

ORDINANCE NO. 2009-2220

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; CONTAINING FINDINGS OF FACT AND CONCLUSIONS OF LAW; AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF SAID CITY TO CHANGE THE ZONING CLASSIFICATION OF TRACT 4, S.F. AUSTIN SURVEY, ABSTRACT 33, BRAZORIA COUNTY, TEXAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-2 SINGLE FAMILY RESIDENTIAL TO A NEW ZONING CLASSIFICATION OF W-2 WATERFRONT LIGHT; RATIFYING AND CONFIRMING ALL ACTIONS PREVIOUSLY TAKEN BY THE PLANNING COMMISSION OF SAID CITY OR THE CITY COUNCIL, OR BOTH; 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 ("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, Subchapter A of Chapter 211 of the Local Government Code of Texas and Item (g) of Section 3.07 of the Home Rule Charter of the City authorizes the City Council thereof to adopt the provisions of this Ordinance; and,

WHEREAS, the City Council of the City 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 of the City and is necessary to conform the comprehensive zoning plan of the City to the current zoning conditions which exist therein.

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

SECTION ONE--Findings of Fact and Conclusions of Law.

The City Council of the City makes the following findings of fact and conclusions of law, viz:

First, that the public hearings required by the Zoning Enabling Act of the State of Texas, codified as Chapter 211 of the Texas Local Government Code, and the present Comprehensive Zoning Ordinance of the City, codified as Chapter 155 of the Code of Ordinances of the City, have been conducted in the manner and at the time required.

Second, that not less than fifteen (15) days prior to the date of such hearings, public notice thereof was published once in the Brazosport Facts, a newspaper of general circulation in and the official newspaper of the City, stating the date, time and place of such hearings.

Third, that not less than ten (10) days before the date of such hearings, written notice of the proposed change in classification was proposed and to all owners of property located within two hundred (200') feet of such property.

Fourth, that after considering evidence submitted at such hearings, the City Council of the City is of the opinion and finds that the conditions which warranted the classification of the hereinafter described property as R-2 Single Family Residential at the time of the adoption of such classification for such property have substantially changed; that conditions now exist which indicate that the classification of such property as is no longer appropriate and, considering the community as a whole and the present Comprehensive Zoning Plan of the City, such property should be reclassified for purposes of zoning and the zoning of such property changed from R-2 Single Family Residential to W-2 Waterfront Light.

Fifth, that the health, safety, morals and general welfare of the inhabitants of the City will best be served by the adoption of this ordinance and the change in zoning classification hereinafter mentioned.

Sixth, that this Ordinance in its final form has been reviewed by the Planning Commission of the City as required by Section 32.00.4 of the Code of Ordinances of the City.

SECTION TWO--Comprehensive Zoning Ordinance Amended
and Zoning Changed.

Ordinance No. 1100, read, passed and adopted on the 3rd day of April, 1964, and now codified as Chapter 155 of the Code of Ordinances of the, is hereby amended and supplemented to provide that the following described parcel of land within the corporate limits of the City, to-wit:

Tract 4, 0.66 acres, S.F. Austin Survey,
Abstract 33, Tax ID# 0033-0001-000, fronting
on the right descending bank of the Old Brazos River
near but upstream from the Velasco Boulevard Bridge
in the City of Freeport, in Brazoria County, Texas,

be and the same is hereby reclassified for purposes of zoning as W-2 Waterfront Light, as defined in Section 155.041 the Code of Ordinances and that the zoning of said land should be and the same is hereby changed from R-2 Single Family Residential to W-2 Waterfront Light.

SECTION THREE--Ratification and Confirmation.

The City Council of the City hereby ratifies and confirms any and all action taken by the Planning Commission of the City or the City Council of the City, or both, in connection with the change in zoning classification evidenced by this ordinance, including but not limited to the calling of a public hearing required by said Zoning Enabling Act and said Chapter 155, the giving of public notice of such hearings, the giving of written notice to the owners of property which is the subject of such and to the adjoining property owners, the making of preliminary and final reports with respect to such change and the conducting of the public hearings required by said Act and said Chapter 155.

SECTION FOUR--Severance Clause.

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.

SECTION FIVE--Effective Date.

This ordinance shall take effect and be in force from and after its passage and approval.

READ, PASSED AND ADOPTED this ____ day of _____, 2009

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

ATTEST:

Delia Muñoz, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Wallace Shaw

Wallace Shaw, City Attorney
City of Freeport, Texas

INVITATION TO BID

NOTICE IS HEREBY GIVEN that the City of Freeport, Texas, is interested in leasing the following described land, according to the below mentioned specifications:

Tract 4, 0.66 acres, S.F. Austin Survey,
Abstract 33, Tax ID# 0033-0001-000, fronting
on the right descending bank of the Old Brazos River
near but upstream from the Velasco Boulevard Bridge
in the City of Freeport, in Brazoria County, Texas,

to a Lessee who will operate thereon a business renting water craft such as jet skis, kayaks and paddle boats, construct a permanent building thereon and meet other requirements contained in the proposed lease included in the below mentioned specifications.

SEALED BIDS OR PROPOSALS addressed to the City Manager labeled "Water craft Lease Bid" by any person, firm or corporation desiring to lease the same will be received at the office of the City's Property Manager located at 200 W. 2nd St., Freeport, Brazoria County, Texas 77541, during normal business hours until 2:00 o'clock, p.m., on the 15th day of June, 2009, on which day, beginning at 2:00 o'clock, p.m., all such bids or proposals will be opened and publicly read aloud. Any bid received after 2:00 p.m. on such date will be returned unopened.

Any bid must include all of the property described above.

COPIES OF THE SPECIFICATIONS for such lease are available for public inspection at the above office of the City's Property Manager during normal business hours. A set of such documents may be obtained from such office upon payment of the customary copy charge.

The City RESERVES the right to REJECT ANY AND ALL BIDS, to WAIVE any INFORMALITIES in bidding and, in the case of any AMBIGUITY OR LACK OF CLEARNESS, the City reserves the right to construe the same in a manner most advantageous to the City, or to reject the bid.

BY ORDER OF THE CITY COUNCIL of the City of Freeport, Texas,
this ____ day of _____, 2009.

Delia Muñoz, City Secretary
City of Freeport, Texas

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

SPECIFICATIONS FOR LEASE OF WATER CRAFT LOCATION

A. Any person desiring to bid may do so by completing and filing with Lessee's Property Manager the following proposed lease which the successful bidder will be expected to sign within five (5) days after being awarded the bid:

LEASE OF REAL PROPERTY

1. PARTIES: This Lease agreement made and entered into by and between the CITY OF FREEPORT, TEXAS, a municipal corporation, hereinafter designated LESSOR, and _____, hereinafter designated LESSEE (whether one or more), whereby Lessor leases unto Lessee the following described real property lying and situated in the City of Freeport, in Brazoria County, Texas, hereinafter called "the premises", to-wit:

Tract 4, 0.66 acres, S.F. Austin Survey, Abstract 33, Tax ID# 0033-0001-000, fronting on the right descending bank of the Old Brazos River near but upstream from the Velasco Boulevard Bridge in the City of Freeport, in Brazoria County, Texas.

Lessee acknowledges that Lessee has fully inspected the premises and on the basis of such inspection, Lessee hereby accepts the premise as suitable for the purposes for which same is leased, in its present condition.

2. TERM: The initial term of this Lease is for a primary term of ____ year(s), to begin on the ____ day of _____, 2009, and to end on the ____ day of _____, 20____.

3. EXTENSION: This lease shall be automatically extended for successive terms of ____ year(s) each unless thirty (30) days before the expiration of the initial or any extended term hereof either party notifies the other party in writing of the desire of the notifying party to terminate this lease.

4. RENTAL: Lessee agrees to pay to Finance Director of the Lessor, at the City Hall, 200 West Second Street, Freeport, TX 77541, the sum of _____ (\$_____) Dollars per month, without demand, on the ____ day of each month beginning _____, 2009.

5. USE OF PREMISES: Lessee agrees to use the premises as a location for a recreational business, hereinafter "the business", for the rental of personal water craft, including jet skis, paddle boats and kayaks, by the hour to be operated in the Old Brazos River and a concession stand providing for the sale of refreshments and souvenirs to those renting water craft from the Lessee and for no other purpose under the following conditions:

(A) Lessee agrees to open for business for a minimum of _____ hours per week during daylight hours only.

(B) Lessee may offer periodic (monthly/yearly) memberships for users to include discounts for Freeport residents. However, no discount is expected for daily use fees.

(C) The Lessee will ensure patron safety by providing all safety equipment which the City Manager may deem reasonably necessary which may be included in the price of watercraft rental. Provided, however, this equipment shall include, but is not limited to, helmets and life vests in a variety of sizes for varying populations of users.

(D) The business will provide such safety training to all users as the City Manager may reasonably deem appropriate, which shall include both verbal and written instructions.

(E) Lessee shall carry all necessary registration and insurance on all water craft and vehicles of Lessee.

(F) Lessee agrees to inspection at reasonable times by the US Coast Guard and the Freeport PD if and whenever necessary.

(G) Lessee shall install a floating dock in the Brazos River adjacent to the premises, according to plans and specifications approved by the City Manager and with engineering, permit, material and construction costs to be borne by the Lessee. Such dock shall be completed by _____, 20____. Until such dock is completed, Lessee may make reasonable use of Lessor's existing dock space adjacent to the premises.

(H) In order to provide refreshments to the public, Lessee may develop a small concession stand, to be constructed and maintained according to plans and specifications to be approved by the City Manager and all city and state health requirements.

This may include T-shirt and souvenir sales of items to be approved by the City Manager.

(I) The premises shall be maintained in good repair and free from all code violations including but not limited to those regulating junk vehicles, trash and high grass and weeds.

6. PROHIBITED USE OF PREMISES: Lessee hereby covenants not to make or allow to be made by any person whomsoever any unlawful, improper or offensive use of the premises, or any use which violates any applicable statute, ordinance or code, including but not being limited to all applicable health and fire codes. Further, Lessee agrees not to possess, sale or offer for sale any alcoholic beverages on the premises.

7. CONSTRUCTION OF IMPROVEMENTS; REPAIRS BY LESSEE:

(A) Not later than _____, 20____, Lessee agrees to begin constructing on the premises a suitable building, "the building", from which to conduct the business the specifications for which shall be approved by Lessor prior to the commencement of construction.

(B) Lessee further agrees to complete the construction of such building within _____ months after the commencement of construction. Thereafter, Lessee Lessee shall throughout the term of this Lease, and any renewal or extension thereof, take good care of the premises and improvements placed thereon by Lessee, keep them free from waste or nuisance of any kind, and make all necessary repairs thereto from time to time. Lessor shall have no responsibility with regard to the repair or maintenance of the premises and such building during the term of this lease or any extension thereof. At the end or other termination of this Lease, Lessee shall deliver up the premises and the building in good repair and condition, reasonable wear and tear and damage by fire, tornado or other casualty only exceptedPg. 316

(C) Lessee agrees to install and maintain parking and landscaping as requested and approved by the City Manager.

(D) Lessor agrees to provide electric, water and sewer service to the premises but Lessee shall pay the deposit and monthly bills for these utilities.

(E) The building shall include and Lessee shall maintain adequate restroom facilities for Lessee and the users of Lessee. In the alternative, Lessee and the users of Lessee may use the available restrooms at the small city pavilion adjacent to the premises but Lessee shall be responsible for maintaining the same in a clean condition.

8. ASSIGNMENT ETC., PROHIBITED: Lessee shall not assign, let, sublease, mortgage or pledge this Lease, nor rent the premises and the building, or any part thereof, without the prior written consent of Lessor.

9. LAWS: Lessee agrees to comply with all laws, rules and orders of Federal, State and Municipal Governments and all of their departments applicable to the premises and the building.

10. INSURANCE: Lessee agrees to obtain and maintain at Lessee's expense during the term of this lease a policy of public liability insurance in the amount of \$ _____ Dollars per individual and \$ _____ Dollars in the aggregate, with the Lessor named as an additional insured.

11. INDEMNITY: Lessee hereby AGREES TO INDEMNIFY AND SAVE HARMLESS Lessor, the officers, agents and employees of the Lessor and their respective heirs, executors and administrators, "the Indemnified Parties", from any and all damages, expenses, reasonable attorney's fees and costs of court which they or any of them may suffer or incur, jointly or severally, as a result of any claims being made against them, or any of them, by the Lessee and, if the Lessee is a natural person, the heirs, executors and administrators of the Lessee, and if the Lessee is an entity, the officers, partners or owners of Lessee, and in either case, the agents, employees, invitees, licensees, permittees, contractors, successors or assigns of Lessee, "the Indemnified Parties". As used herein, the term "claims" include claims of any person, firm or corporation whomsoever for labor performed on the premises or materials furnished to or at the request of Lessee, or the officers, agents, employees or contractors of Lessee, and any expenses, reasonable attorney's fees and costs of court in connection therewith, as well as any and all other claims for liabilities, damages, expenses, reasonable attorney's fees and costs of court made against the Indemnified Parties, or any of them, by the Indemnifying Parties or the invitees, licensees, permittees, contractors of the Lessee, or any other party whomsoever arising out any occurrence on or about the demised premises or within the building, or in connection with the operation of the business, and it INCLUDES, BUT IS NOT LIMITED TO ANY CLAIMS, KNOWN AND UNKNOWN, BASED, IN WHOLE OR IN PART, ON THE NEGLIGENCE, FAULT OR STRICT LIABILITY OF THE INDEMNIFIED PARTIES, OR ANY OF THEM, WHETHER OCCURRING JOINTLY, CONCURRENTLY OR WITH THE COMPARATIVE NEGLIGENCE, FAULT OR STRICT LIABILITY OF THE INDEMNIFYING PARTIES, OR ANY OF THEM, OR ANY OTHER PERSON OR ENTITY WHOMSOEVER.

12. ALTERATIONS: Except for the initial construction of the building pursuant to the specifications approved by Lessor, the Lessee shall not make any alterations, additions, or improvements to the premises, or the building, without the prior written consent of the Lessor. The building and all fixtures (except movable trade fixtures), alterations, additions and improvements to the premises and the building placed on the premises at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises as a part thereof at the expiration or termination of this Lease.

13. ENTRY: The Lessor by representative shall have the right to enter the premises and the building at all reasonable times to inspect and examine the premises. Lessee shall not be entitled to any abatement or reduction of rent by reason of such entry and inspection.

14. SIGNS: Lessee shall not place any signs or objects on the roof or any part of the exterior of the building, or any part of the premises, nor place any signs, umbrellas, or other movable personal property except vehicles and water craft on the parking lots, driveways or exterior of without the prior written consent of Lessor's City Manager.

15. NOTICE: Any demand to be made or notice to be given hereunder to Lessee shall be made on, or given to such party either personally or by sending a copy of such demand or notice by certified mail, return receipt requested, addressed to the Lessee at the demised premises or at such other address as Lessee may by separate writing designate. Notice to Lessor shall be given to its City Manager at the place specified above for the payment of rent.

16. MORTGAGES: Lessee shall not mortgage, pledge or otherwise hypothecate this lease or allow the leasehold interest of the Lessee in the premises or the building to become subject to any lien in favor of a third party without having the same removed within ten (10) days after becoming aware of the same.

17. WAIVER: NO WAIVER AT ANY TIME OF THE RIGHT TO TERMINATE THIS LEASE SHALL IMPAIR THE RIGHT OF THE LESSOR TO INSIST UPON SUCH TERMINATION IN THE EVENT OF SUBSEQUENT BREACH OR DEFAULT BY LESSEE, NOR SHALL THE ACCEPTANCE OF RENT AT ANY TIME CONSTITUTE SUCH WAIVER OF DEFAULT OR WAIVER OF DAMAGES, AND IN ADDITION TO ANY OTHER REMEDIES WHICH THE LESSOR MAY HAVE, THE LESSOR MAY APPLY FOR AND OBTAIN AN INJUNCTION OR USE ANY OTHER LEGAL PROCESS TO ENFORCE THE RIGHTS OF THE LESSOR.

18. TAXES: Lessee agrees to pay before they become delinquent all ad valorem taxes and assessments, if any, lawfully levied or assessed against the Lessee's leasehold interest in the premises and the building, and all movable personal property placed on the premises or in the building for Lessee's use in conducting the business; and to furnish Lessor's City Manager a receipt evidencing such payment within five (5) days after such payment is made.

19. FIRE CLAUSE: In the event that the premises, or the building shall be damaged by fire, the elements, civil disorder, or other casualty, the Lessor shall have the option of either (a) rebuilding or repairing the same or (b) terminating this lease. If option (a) is chosen, Lessee's rent shall be abated for any period when such rebuilding or repairing prevents Lessee possession and use of the premises.

20. BANKRUPTCY, ETC.: In the event that the assets of the Lessee shall become subject to the jurisdiction of the bankruptcy court, voluntary or involuntary, or should the Lessee make a voluntary assignment for the benefit of creditors, or in the event that a receiver for the Lessee shall be appointed, then, at the option of the Lessor and upon ten (10) days notice of the Lessee or the representative of the Lessee, this Lease shall cease and come to an end.

21. REMOVING CLOUD FROM TITLE: Upon the expiration of this Lease or upon its termination during the existence hereof pursuant to its terms, Lessee covenants to execute, acknowledge and deliver to Lessor at the cost of Lessee such written instruments evidencing the same as Lessor may require. Further, IT IS EXPRESSLY AGREED that an affidavit reciting the facts of such expiration or termination when recorded in the Public Records of the county wherein the above described property is located shall be prima facie evidence of the truth of the statements contained in such affidavit.

22. PEACEABLE SURRENDER OF PREMISES, ETC.: Upon the expiration or termination of this lease according to its terms, Lessee will peaceably yield up to Lessor, all and singular, the premises, the building and any future erections or additions made thereto during the existence of this Lease, in good and tenantable repair and condition in all respects, reasonable use and wearing thereof and damage by accidental fire or inevitable accident only excepted.

23. HOLDING OVER: IT IS AGREED AND UNDERSTOOD that any holding over by the Lessee of the premises at the termination of this Lease shall operate and be construed as a tenancy at will.

24. DEFAULT BY LESSEE: In the event that the Lessee shall default in the prompt payment of rent when the same is due, or shall violate or omit to perform any of the other provisions of this Lease herein contained, or in the event that the Lessee shall abandon the premises or leave them vacant, Lessor may at the option of Lessor, send written notice of such default, violation or omission to the Lessee, and unless Lessee shall have completely cured or removed said default within ten (10) days after the sending of such notice, Lessor may thereupon re-enter the premises, take possession of the premises and the building, remove all of Lessee's property therefrom and cancel this Lease. In the event the Lessee shall continue to hold the premises or the building after demand therefor by Lessor, at the expiration of this Lease or upon its termination after default or breach of this Lease by Lessee, then the Lessor shall be entitled to institute and maintain a Forcible Entry and Detainer suit in the Justice of the Peace Court and obtain a writ of possession for the premises and the building.

25. CONSTRUCTION AND PLACE OF PERFORMANCE: Whenever the context so requires, the singular shall include the plural number, and conversely, and the masculine shall include the feminine and neuter genders. This Lease shall be performable in Brazoria County, Texas, and shall be governed by the law of Texas.

26. INTEGRATION, PARTIAL INVALIDITY AND BINDING EFFECT: IT IS EXPRESSLY AGREED AND UNDERSTOOD that this Lease contains all agreements, representations, covenants and warranties, expressed or implied, relative to the operation and demise of the above described property, and the price therefor, and no prior agreement, if any, shall be binding upon the parties hereto unless contained herein. In the event any provision of this Lease is declared invalid for any reason by any court, such invalidity shall not affect the remaining provisions of this Lease but effect shall be given to the intent manifest by the portion held invalid or inoperative. This lease shall be binding upon the parties hereto as well as their respective heirs, executors, administrators, successors and assigns.

EXECUTED in duplicate originals this the ___ day of _____, 2009.

THE CITY OF FREEPORT, TEXAS, Lessor

By _____
Larry McDonald, Sr., Mayor

ATTEST:

Delia Muñoz, City Secretary

-- , Lessee

OR

[NAME OF COMPANY OR FIRM]

[By _____
Its _____]

THE STATE OF TEXAS X
COUNTY OF BRAZORIA X

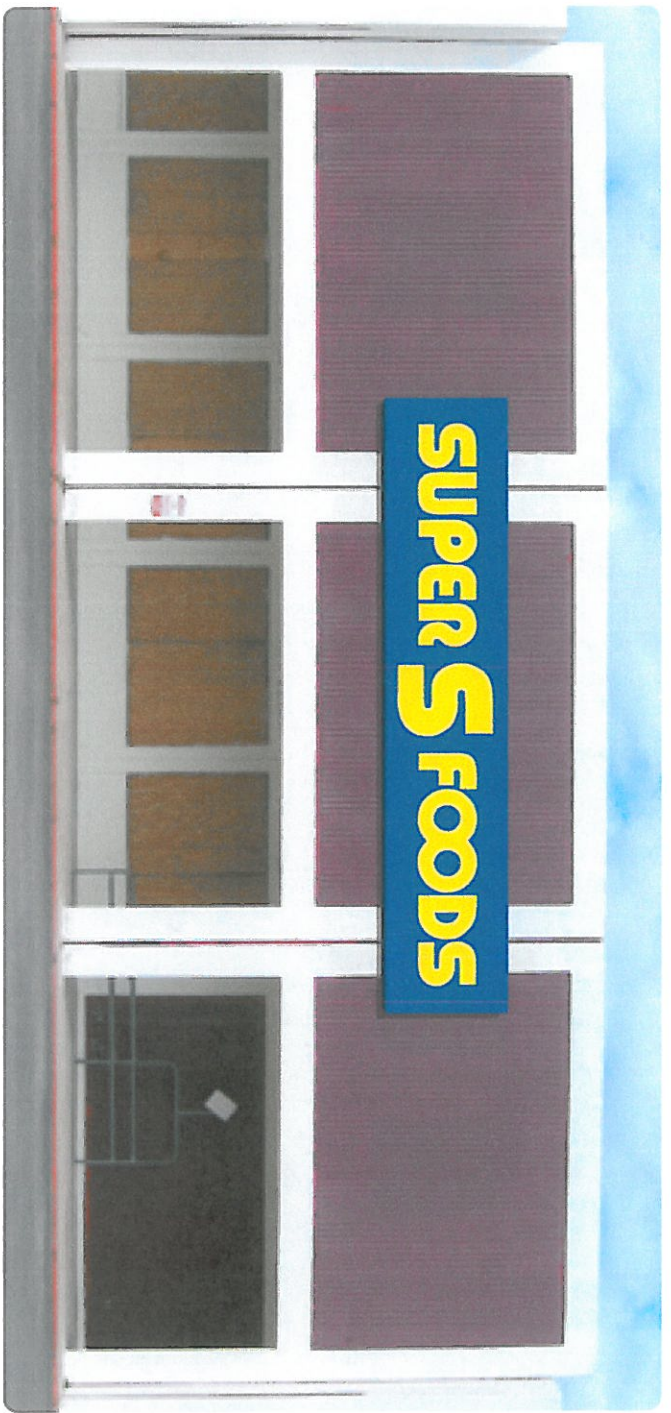
This instrument was acknowledged before me on the _____ day of _____, 2009, by LARRY McDONALD, SR., as Mayor of the City of Freeport, Texas.

Notary Public, State of Texas

[ADD APPROPRIATE ACKNOWLEDGMENT FOR LESSEE]

B. Bidder ACKNOWLEDGES THAT THE CITY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN WARRANTY OF TITLE AS PROVIDED ABOVE), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY BEING CONVEYED, INCLUDING WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED THEREFROM, © THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY SUCH PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS, OR ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS OF SUCH PROPERTY FOR A PARTICULAR PURPOSE, (F) THE MANNER OR QUALITY OF CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO SUCH PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF SUCH PROPERTY, (H) ANY OTHER MATTER WITH RESPECT TO SUCH PROPERTY, AND SPECIFICALLY, THAT THE CITY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, OR THE DISPOSAL OR EXISTENCE IN OR ON SUCH PROPERTY OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER.

C. Bidder FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT SUCH PROPERTY, BUYER IS RELYING SOLELY ON THE BUYER'S OWN INVESTIGATION OF SUCH PROPERTY, AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY THE CITY; that such Bidder FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF THE CITY WITH RESPECT TO SUCH PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT THE CITY HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OF COMPLETENESS OF SUCH INFORMATION; that THE CITY IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO SUCH PROPERTY OR THE OPERATION THEREOF FURNISHED BY ANY REAL ESTATE BROKER, OR ANY AGENT, EMPLOYEE OR SERVANT OF THE CITY OR OTHER PERSON; and that such Bidder FURTHER ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LEASE OF SUCH PREMISES IS MADE ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" CONDITION AND BASIS.



EXTRUDED ILLUMINATED CABINET
SCALE: 3/16" = 1'-0"



SCALE: 3/8" = 1'-0"

SPECIFICATIONS

- FABRICATE AND INSTALL ONE (1) SF ILLUMINATED CABINET;
- CABINET SPECIFICATIONS:
- CABINET TO BE ALUMINUM CONSTRUCTION AND FINISHED TO MATCH PMS 286 BLUE;
- CABINET TO BE ILLUMINATED WITH 800 MA-HO FLUORESCENT LAMPS (2- CENTERS FOR EVEN LIGHTING);
- FACES TO BE FLEXIBLE SIGN FABRIC WITH FULL BLEED RETAINERS;
- FACE GRAPHICS TO BE TRANSLUCENT VINYL (ARLON 557 IMPERIAL BLUE AND AVERY LEMON ZEST A9713-1);
- CABINET TO BE FLUSH MOUNTED TO WALL;
- SIZES TO BE CONFIRMED BY FIELD SURVEY;



9701 Brown Ln, Bldg E.
Austin, TX 78754
512-374-9300
info@customsigncreations.com
www.customsigncreations.com

CLIENT
Super S Foods
Faeport, Texas

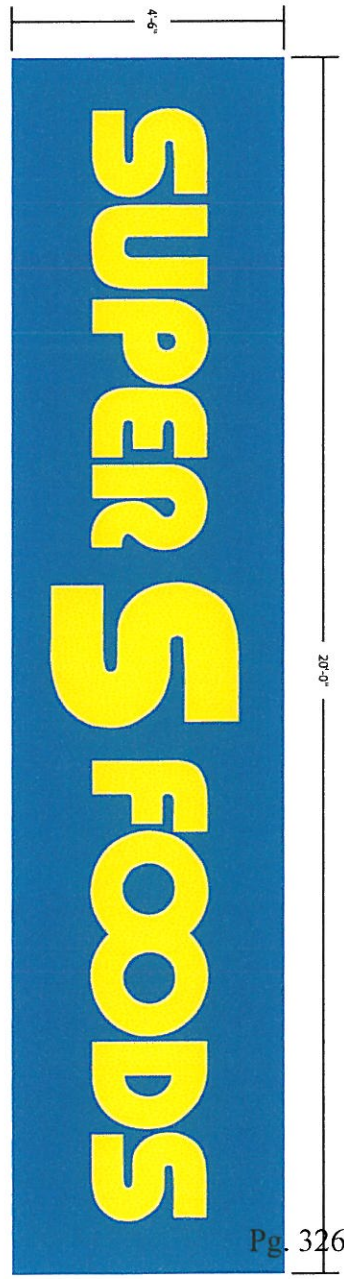
JOB INFORMATION
NUMBER: 10493-SPEC1-A
SALES REP.: ANDY
INSTALL DATE:

CLIENT APPROVAL
DATE: _____
X _____





B EXTRUDED ILLUMINATED CABINET
SCALE: 1/8" = 1'-0"



SPECIFICATIONS

- FABRICATE AND INSTALL TWO (2) PYLON FACES;
- FACES TO BE WHITE LEXAN (7328);
- FACE GRAPHICS TO BE TRANSLUCENT VINYL (ARLON 557 IMPERIAL BLUE AND AVERY LEMON ZEST A9713-17);
- CUT SIZES TO BE CONFIRMED BY FIELD SURVEY;



9701 Brown Ln, Bldg E,
Austin, TX 78750
512-374-9300
info@customsigncreations.com
www.customsigncreations.com

CLIENT
Super S Foods
Freeport, Texas

JOB INFORMATION
NUMBER: 10493-SPEC-1-B
SALES REP.: ANDY
INSTALL DATE:

CLIENT APPROVAL
DATE: _____
X _____



PALAIS ROYAL

MILY DOLLAR

MI MI
NAIL & HAIR

SPACE FOR LEASE
(800) 603-0451
BROOKS COMMERCIAL CORP., BKR.

SUBWAY

H & R BLOCK

Delia Munoz

From: Andy Leffler [andy@customsigncreations.com]
Sent: Tuesday, May 05, 2009 3:24 PM
To: dmunoz@freeport.tx.us
Cc: mfarmer@freeport.tx.us
Subject: Super S Foods - Signage

Hi Dillia & Melissa;

Attached is the sign design for the wall sign and we are applying graphics to an existing tenant pylon.

1. Let me know if we need to pull a permit for refacing an existing tenant sign.
2. Wall sign is 148.5 sq ft, we need a variance form and costs for variance.
3. Then if we get the variance, I assume we need to pull a permit, how much is the wall sign permit.
4. Please fax any other permit applications or contractor registrations forms for pulling permits and costs associated.

Job Site:
301 South Brazosport Blvd,
Freeport, TX

Andy Leffler
Custom Sign Creations
9701 Brown Ln, Bldg E,
Austin, TX 78754
Ph: 512-374-9300
Fx: 512-323-0233
Cell: 512-497-1720
www.customsigncreations.com