

City of Freeport

NOTICE OF PUBLIC MEETING
THE FREEPORT CITY COUNCIL
MONDAY, JUNE 02ND, 2008, 6:00 P.M.
MUNICIPAL COURT ROOM
FREEPORT POLICE DEPARTMENT, 430 N. BRAZOSPORT BLVD.

AGENDA FORMAL SESSION

1. Call to Order.
2. Invocation.
3. Pledge of Allegiance.
4. Consideration of the approval of the May 19th, 2008 Council Minutes.
Pg. 703-707
5. Attending Citizens and Their Business.
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: Pg. 708

26:22 acres out of a 500 acre tract recorded in Volume 506, page 396 of the Deed Records of Brazoria County, Texas, out of the Maurice Henry 1/4 League, Abstract 74, said 26.22 acres being known locally as 200 North Navigation Boulevard, (Freeport Welding), Freeport, Texas.
7. Consideration of the approval of Ordinance No. 2008-2202 designating additional improvements to land located within the incorporated limits of said City as a reinvestment zone to be known as Freeport Welding & Fabricating, Inc., # 2 reinvestment zone and providing for its initial term and the renewal thereof. Pg. 709-725
8. Consideration of the approval of Resolution No. 2008-2170 setting the rate to be charged by taxicabs operating within the City. Pg. 726-728
9. Consideration of the approval of setting a public hearing to consider designation of the reinvestment zone and entering a tax abatement agreement for Concepts West Logistic Center, 102 West 8th Street, Freeport, Texas. Pg. 729-739

10. Consideration of the approval of allowing the Freeport's Host Lion Club to construct and pay for the Freeport Municipal Park kitchen. Pg. 740-742
11. Consideration of the approval of signing an Interlocal Agreement with Brazosport Independent School District to utilize their buses for local trips. Pg. 743-747
12. Consideration of the approval of signing a replat on Block 807, Lots 11, 12, and 12A, Velasco Townsite, known as 1802 North Ave. B., Freeport, Texas. Pg. 748-749
13. Consideration of the approval of signing a replat on Block 502, Lots 15 & 16, Velasco Townsite, known as 9 North Ave. B., Freeport, Texas for Habitat for Humanity. Pg. 750-751

Elected Official Report

Work Session

- A. Discussion concerning a Police Commissioner Program by Chief Pynes. Pg. 752-766
- B. Discussion concerning budget workshop dates for Fiscal Year 2008-2009. Pg. 767-768

Executive Session

- A. 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 Texas clearly conflicts with Chapter 551, Government Code, to wit:
 - (1) Marina
- B. Section 551.074, Government Code
Deliberations concerning the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee, to wit:
 - (1) City Manager

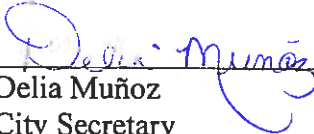
Adjourn

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 28th, 2008 at or before 9:00 a.m.



Delia Muñoz
City Secretary

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City of Freeport, met in a regular meeting on Monday, May 19th, 2008, at 6:00 a.m., at the Freeport Police Department, Municipal Court Room, 430 North Brazosport Boulevard, Freeport, Texas, for the purpose of considering the following agenda items:

City Council:

Larry L. McDonald
Clan A. Cameron
Jim Saccomanno
Calvin Ronald Wise
Norma M. Garcia

Staff:

Gary Beverly, City Manager
Wallace Shaw, City Attorney
Delia Munoz, City Secretary
Nat Hickey, Property Manager
Larry Fansher, Public Works Director
Jeff Pynes, Chief of Police
John Stanford, Fire Chief
Mary Stotler, Main Street Director
Bob Welch, Finance Director

Visitors:

Diane Williams	Judy Schaefer
Larry Schaefer	Roddy Mohler
Barbara Mohler	Edna Allen
Mark Wessels	Kimmy Wessels
Leonard Cortemelia	Lavon Cates
Wright Gore, II	Cele Damian
George Matamores	Susie Wise
Pixie Floyd	Tina Robledo
Erica Ayala	V. L. Scott
Bill Howard	Candy Howard
Lila Lloyd	Angela Kant
Gary Guerrier	Mingo Marquez
Annette Bennett	Eileen Koenig

Call to Order.

The meeting was called to order by Mayor McDonald at 6:01 a.m.

Invocation.

Mr. Wallace Shaw offered the invocation.

Pledge of Allegiance.

Mayor McDonald led the Pledge of Allegiance.

Consideration of the approval of the May 5th, 2008 Council Minutes.

On a motion by Councilwoman Garcia, seconded by Councilman Saccomanno, with all present voting "aye", Council unanimously approved the May 5th, 2008 Council Minutes.

Attending Citizens and Their Business.

Pixie Floyd of 832 Leder Street reminded Council and all in attendance that Memorial Day is observed on May 26th, 2008, a day of Remembrance and Respect. A national moment of silence will take place at 3:30 p.m. local time.

Dennis Vandergriff of Brazosport Yellow Cab has a problem with the Seaman's Center transporting people from the ships and taking them to the mall for a \$5.00 charge. He also mentioned that he has a phone number 233-1234 for sale.

Angela Kant stated that Freeport is a destination place for Memorial Day weekend. She suggested more police presence and port-a-cans at Bryan Beach.

Leonard Cortemelia of 707 W. 12th, complained on drainage problems. He has been through numerous city managements, and nothing has been done. He asked Council when he can expect something be done on a fallen sewer line.

Consideration of the approval of Ordinance No. 2008-2199 canvassing the returns and declaring the results of the 2008 Annual Election.

On a motion by Councilman Smith, seconded by Councilwoman Garcia, with all present voting "aye", Council unanimously approved Ordinance No. 2008-2199 canvassing the returns and declaring the results of the 2008 Annual Election.

Consideration of the approval of Ordinance No. 2008-2200 canvassing the returns and declaring the results of the 2008 Charter Review Election.

On a motion by Councilman Saccomanno, seconded by Councilman Smith, with all present voting "aye", Council unanimously approved Ordinance No. 2008-2200 canvassing the returns and declaring the results of the 2008 Charter Review.

Administer Oath of Office to duly elected Councilman for Ward A and Ward C.

Mayor McDonald administered the Oath of Office to duly elected officers, Clan A. Cameron for Ward A and Ron Calvin Wise for Ward C.

Certification by City Secretary of eligible candidate(s) for and election of Mayor Pro Tem.

Delia Munoz, City Secretary stated that Councilman Saccomanno, and Councilwoman Garcia were both eligible.

On a motion by Councilwoman Garcia, seconded by Councilman Saccomanno, with all present voting 4 to 1, Council approved Councilman Saccomanno for Mayor Pro Tem. Councilman Cameron opposed.

Recognition of Councilman John Smith III, by the City of Freeport for his dedicated service 2000-2008.

Mayor McDonald presented John Smith, III a plaque for his years of dedicated service. Attendants and Council gave Mr. Smith a warm applause.

Public Hearing: Consideration of an adoption of a proposed amendment to the rules governing plats and the subdivision of land within the jurisdiction of said City contained in Chapter 154 of the Code of Ordinance.

Mayor McDonald opened the Public Hearing at 6:25 p.m. Mr. Shaw explained that a public hearing is required before the adoption of the proposed amendment to the rules governing plats and the subdivision of land within the jurisdiction of said City contained in Chapter 154 of the Code of Ordinances.

Mayor McDonald asked for comments from audience and staff. There being no questions or comments, Mayor McDonald closed the hearing at 6:29 p.m.

Consideration of the approval of Ordinance No. 2008- 2201 amending Section 154.01 of the Code of Ordinances of said City to add a definition of Extraterritorial Jurisdiction and by amending Division (A) of Section 15.04 of said Code to substitute for the phrase within five miles” the phrase “within the Extraterritorial Jurisdiction” and to add at the end of such Division a provision allowing for an agreement with Brazoria County, Texas, regarding platting in the Extraterritorial Jurisdiction of said City.

On a motion by Councilman Cameron, seconded by Councilman Saccomanno, with all present voting “aye”, Council unanimously approved Ordinance No. 2008-2201 amending Section 154.01 of the Code of Ordinances of said City to add a definition of Extraterritorial Jurisdiction and by amending Division (A) of Section 15.04 of said Code to substitute for the phrase within five miles” the phrase “within the Extraterritorial Jurisdiction” and to add at the end of such Division a provision allowing for an

agreement with Brazoria County, Texas, regarding platting in the Extraterritorial Jurisdiction of said City.

Consideration of the approval of entering into an Interlocal Agreement for Regional Storm Management Program.

Rick Masters, Consultant with Carroll & Blackman recommended that the City of Freeport participate with Brazoria County Storm Water Quality Coalition. He discussed the program and scope of services with Council. The program is federal mandated.

On a motion by Councilman Cameron, seconded by Councilman Saccomanno, with all present voting "aye", Council approved entering into an Interlocal Agreement for Regional Storm Management Program.

Consideration of the approval of a request from the Beautification/Parks & Recreation Committee to lease Antonelli's Root Beer Stand.

On a motion by Councilman Cameron, seconded by Councilman Saccomanno, with all present voting "aye", Council unanimously approved a request from the Beautification/Parks & Recreation Committee to lease Antonelli's Root Beer Stand.

Consideration of the approval of a lease of Antonelli's Root Beer Stand to Tina Robledo and authorizing the Mayor to sign and the City Secretary to attest the same.

On a motion by Councilman Cameron, seconded by Councilman Saccomanno, with all 4 present voting "aye", Council approved a lease of Antonelli's Root Beer Stand to Tina Robledo and authorized the Mayor to sign and the City Secretary to attest the same.

Councilwoman Garcia abstained from voting because Tina Robledo is her sister.

Consideration of the approval of a request from the Freeport Host Lions Club to waive the vendor permit fees, sell alcohol, have a public dance, erect temporary fencing, have fireworks display in conjunction with the 61st Annual Fishing Fiesta on July 2nd thru July 6th, 2008 at the Freeport Municipal Park.

On a motion by Councilman Cameron, seconded by Councilman Wise, with all present voting "aye", Council approved a request from the Freeport Host Lions Club to waive the vendor permit fees, sell alcohol, have a public dance, erect temporary fencing, have fireworks display in conjunction with the 61st Annual Fishing Fiesta on July 2nd thru July 6th, 2008 at the Freeport Municipal Park.

Consideration of the approval of using a portion of the City's Right of Way at 93 Dolphin Lane in Bridge Harbor Subdivision to place a propane tank for residential use.

Mark Wessels of 95 Dolphin Lane complained to Council about a propane tank placed on the City's utility easement. He also complained that his neighbor (93 Dolphin Lane) had

asked for a 4 ½ ft wall and erected a 6'8" wall. They never asked for any variance on the placement of the propane tank and asked that the tank be moved.

Bill Howard of 93 Dolphin Lane said that a variance is needed for a structure, and that the tank is not a structure. It was approved by the building official at the time of the issuance of the building permit. He was led to believe it was acceptable, that the City viewed the propane tank as a utility, same as a gas meter.

Mr. Shaw explained that the issue is the use of the right of way, not the tank. The building official had no authorization to approve the propane tank. Utility easements is in the City's right of way and has franchise agreements.

Gary Guerreri of 99 Dolphin Lane also objected to the propane tank, mostly because it was an eyesore. He felt the rules were bypassed.

Kimmy Wessels said if this is allowed, anything else will be allowed. Residents should follow City Ordinances.

Annette Bennett stated that Bridge Harbor had no deed restriction and relied on the City to regulate the ordinances. She stated that no variance be granted.

On a motion by Councilman Cameron, seconded by Councilman Wise, with all present voting 3 to 2, Council approved to table this item for further study. Councilman Saccomanno and Councilwoman Garcia opposed, they wanted to address the issue.

Elected Official Report

Councilman Saccomanno reported that Main Street meets tomorrow.

Mayor McDonald attended several meetings.

Work Session

Discussion concerning a request from Brazosport Yellow Cab to increase the rates.

Dennis Vandergriff asked for a .25 cent mile increase for fare due to gas price increases. Council asked Mr. Shaw to prepare a resolution to place on the next subsequent meeting.

Adjourn

On a motion by Councilman Cameron, seconded by Councilman Saccomanno, with all present voting "aye", the meeting was adjourned at 7:34 p.m.

Delia Munoz
City Secretary

Larry L. McDonald
Mayor

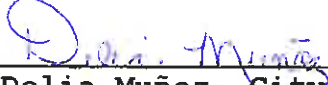
NOTICE OF PUBLIC HEARING

The City Council of the City of Freeport, Texas, will hold a public hearing on Monday, June 2, 2008, beginning at 6:00, 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:

26.22 acres out of a 500 acre tract recorded in Volume 506, page 396 of the Deed Records of Brazoria County, Texas, out of the Maurice Henry 1/4 League, Abstract 74, said 26.22 acres being known locally as 200 North Navigation Boulevard, Freeport, Texas.

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 5th day of May, 2008.



Delia Muñoz, City Secretary
City of Freeport, Texas

NOTE: This notice should be published in the Brazosport Facts ONE (1) time only at least seven (7) full days prior to the date of the public hearing. A copy of this notice, together with a copy of the proposed tax abatement agreement, should also be sent to the presiding officer of all other taxing units having jurisdiction over the above described property at least seven (7) full days prior to the date of the public hearing.

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; CONTAINING FINDINGS OF FACT; DESIGNATING ADDITIONAL IMPROVEMENTS TO LAND LOCATED WITHIN THE INCORPORATED LIMITS OF SAID CITY AS A REINVESTMENT ZONE TO BE KNOWN AS FREEPORT WELDING & FABRICATING, INC., #2 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 of said City.

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 August 20, 2007, the City Council of the City, pursuant to Subchapter B of Chapter 312 of the Property Tax Code, adopted Resolution No. 2007-2153 establishing a tax abatement and reinvestment zone policy and adopting guidelines and criteria for the same; and that on September 4, 2007, the City Council of the City pursuant to said Subchapter B adopted Resolution #2007-2155, amending such guidelines and criteria.

(2) That pursuant to such guidelines and criteria, on April 24, 2008, FREEPORT WELDING & FABRICATING, INC. (hereinafter sometimes "the Owner") 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 Owner is requesting a tax abatement.

(3) That the land on which the improvements which the Owner seeks 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 designation of such zone is reasonably likely to contribute to the retention or expansion of primary employment or attract major investment to such zone.

Second, the request of the Owner to have additional improvements, more fully described in Exhibit "A" attached hereto and made a part hereof for all purposes, to the land known locally as 200 Navigation Boulevard, Freeport, Texas, more fully described in Exhibit "B" attached hereto and made a part hereof for all purposes, 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, as amended, is hereby approved and such improvements to land is hereby designated as the Freeport Welding & Fabricating, Inc. #2 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. Provided however, 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.

Fifth, 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.

Sixth, 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.

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


READ, PASSED AND ADOPTED this _____ day of _____,
2008.

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

ATTEST:

Delia Muñoz, City Secretary
City of Freeport, Texas

APPROVED AS TO FORM ONLY:



Wallace Shaw, City Attorney,
City of Freeport, Texas

C:\Freeport.Abt\FptWelding #2TaxAbate-Ord

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"), lying and being situated in Brazoria County, Texas, and FREEPORT WELDING & FABRICATING, INC., a Texas Corporation with offices in Freeport, Texas(the "Owner"), who is the owner of the interests in real property located within the Zone (as defined below).

W I T N E S S E T H:

WHEREAS, the creation and retention of job opportunities within the City is paramount to the City's continued economic development; and

WHEREAS, the Owner desires to expand its facilities, as shown in the attached Exhibit "A", to be used for metals fabrication; and

WHEREAS, the Owner has filed a written request for tax abatement, dated as of April 24, 2008, in accordance with the guidelines adopted by the City's Resolution No. 2007-2153, adopted August 20, 2007, ("the Resolution"), which establishes the property tax abatement program for the City of Freeport in designated reinvestment zones, as amended by Resolution No. 2007-2155, adopted September 4, 2007.; and

WHEREAS, it is reasonably likely that this Agreement will contribute to the retention, expansion and creation of primary employment and will attract major investment in the Zone that would be of benefit to property within the Zone and that would 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 facility will be designed and constructed to meet all applicable federal, state, and local environmental degradation of hazard; and

WHEREAS, the City Council finds that the planned use of the Improvements, when constructed and operated 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.

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 January 1, 2009.

"Eligible Property" means a manufacturing facility and new equipment or machinery described in Exhibit "B" attached hereto, which expands the local tax base as those terms are 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 to the property, more fully described in Section 5 below, constituting the Project.

"Ordinance" means City of Freeport Ordinance Number 200—_____, which created the Zone.

"Owner" means Freeport Welding & Fabricating, Inc.

"Project" means the improvements to be constructed by the Owner on the Real Property as more fully described in Section 5(c) below.

"Property" means the real property to be improved, as more fully described in Section 3(a) below.

"Resolution" means City of Freeport Resolution No. 2007-2153 adopted August 20, 2007, establishing the property tax abatement program for the City in designated reinvestment zones, for which an abatement is being granted as amended by Resolution No. 2007-2155, adopted September 4, 2007.

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

"Zone" means the Freeport Welding & Fabricating, Inc. #2 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 200 N. Navigation Blvd., Freeport, Texas. It is more fully described in Exhibit "B" attached hereto and made a part hereof for all purposes.

(b) The BCAD tax account number(s) of the Property are 8900-1985, 0074-0002-117, ABAT-FREE-001 & ABAT-FREE-002.

4. Representations and Warranties by the Owner

(a) The Owner represents that the Owner owns the Property and that the Property is located within boundaries of the Zone. The Owner represents that the Owner is 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. The Owner represents that as of January 1, 2007, the Property had an approximate appraised value of \$340,860.00 Dollars. The Owner represents and warrants that the construction of the Improvements described in Exhibit "A" will begin on or about **May 1, 2008**, and that construction of the Improvements will be completed as of the effective date of this Agreement. The Owner represents and warrants that the construction of the Improvements shall be completed as described in Exhibit "A", all for the purpose of metal fabrication. The total size of the Property is approximately **26.22** acres.

(b) The Owner represents that no interest in the Property is held or leased by a member of the City Council or a member of the City's Planning Commission.

(c) The Owner represents and warrants that the value of the Improvements will increase by at least **\$700,000.00** upon completion of the Improvements.

(d) The Owner represents and warrants that it will retain employment for at least 25 people on a permanent basis in the City beginning no later than the start of the Abatement Period and continuing through the term of this Agreement, excepting accident, casualty, fire, explosion, or natural disaster that is found by the City Manager to substantially impact the Owner's ability to use the Project as specified in Section 5(c) below.

(e) The Owner represents and warrants that the Improvements will not solely or primarily have the purpose of transferring employment from one part of the City to another.

(f) The Owner represents and warrants that it will construct and operate the Project described in Exhibit "A" attached hereto and incorporated herein by this reference.

(g) The Owner represents and warrants that the Improvements will be designed, constructed, and operated in accordance with all applicable federal, state, and local environmental regulations, and that the construction and operation of the Improvements will not cause environmental degradation or hazard to the Property or the environs of the City.

(h) The Owner represents that the improvements are necessary because capacity cannot be provided efficiently utilizing its existing plant capacity when reasonable allowance is made for necessary improvements.

5. Terms of the Agreement

(a) The Owner shall make the Improvements substantially in conformity with the descriptions, plans and specifications as described in Exhibit "A".

(b) The Improvements shall be completed in accordance with the provisions of Exhibit "A" and the City's Building and other Standard Codes and shall conform to the City's Zoning Ordinance. In case of any conflict, the Building Code or Standard 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 Owner 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 metals fabrication, pursuant to and to the extent described in Exhibit "A" attached hereto, and incorporated herein.

(d) The Owner shall allow the City's employees access to the Property for the purpose of inspecting the Improvements to ensure that the Improvements were completed 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 construction and/or operation of 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 Code or other Standard Code or otherwise.

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

(f) The Owner 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 operation of the Project.

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

(h) Not later than March 15th of each year during the Abatement Period, the Owner shall submit to the City Manager and the Chief Appraiser of BCAD a January employee count for the Project. The employee count submitted shall correspond to the Employment count reported in the Owner's "Employer Quarterly Report" to the Texas Workforce Employment Commission. The employee count

submitted by the Owner shall be used to determine eligibility for that year and be determine abatement eligibility for that year and be subject to audit, pursuant to the provisions of the guidelines attached to and adopted by the Resolution. The City Manager shall certify to the Chief Appraiser of BCAD whether the Owner is in compliance with the employment requirements of this Agreement.

6. Tax Abatement

(a) Abatement on the Improvements specifically listed in Exhibit "A" shall be permitted only for the value of new "eligible property" constructed or added after January 1, 2008, 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. The portion of the value of new eligible Improvements subject to the abatement shall be determined in accordance with the following schedule:

Total Investment	Abatement Per Year
\$50,000 to \$100,000	100% 50%
\$100,000 to \$1,000,000	100% 75% 50%
Over \$1,000,000	100% 100% 100% 75% 50% 25% 25%

If the construction period extends beyond one (1) year 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.

(b) 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, 2008, but before the effective date of this Agreement, shall be taxable in accordance with Section 6(a) of this Agreement.

4) Any equipment or machinery, described in Exhibit "A" and installed in the property pursuant to this Agreement, that is removed from the property for longer than a temporary repair period, shall be fully taxable.

(c) The City shall enter into only one tax abatement agreement for the Project described in Exhibit "A" of this Agreement during the existence of the Freeport Welding & Fabrication, Inc. #2 Reinvestment Zone.

7. Default and Recapture

(a) This Agreement shall terminate in the event that the use and operation of the facility 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 month period during which the facility did not produce a product or service. The taxes abated during that twelve 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.

(b) Each year, the Owner shall furnish the City with such information as may be necessary for calculating 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 jurisdictions that levy taxes of the amount of assessment.

(c) Upon the completion of construction of the Improvements, the City Manager shall annually evaluate each facility 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, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

11. Notice

(a) 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:

Mr. Roy E. Yates, President
200 North Navigation Blvd.
Freeport, TX 777541
To the City

If mailed or personally delivered:

City Manager
200 West Second Street
Freeport, TX 77541

(b) Each party may designate a different address by giving the other party written notice as prescribed above at least ten (10) days in advance of the effective date 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.

FREEMPORT WELDING & FABRICATION, INC.

BY: _____

Its _____

ATTEST:

Its _____

THE CITY OF FREEMPORT, TEXAS

BY _____

Its Mayor

ATTEST:

Its City Secretary

APPROVED AS TO FORM ONLY

City Attorney

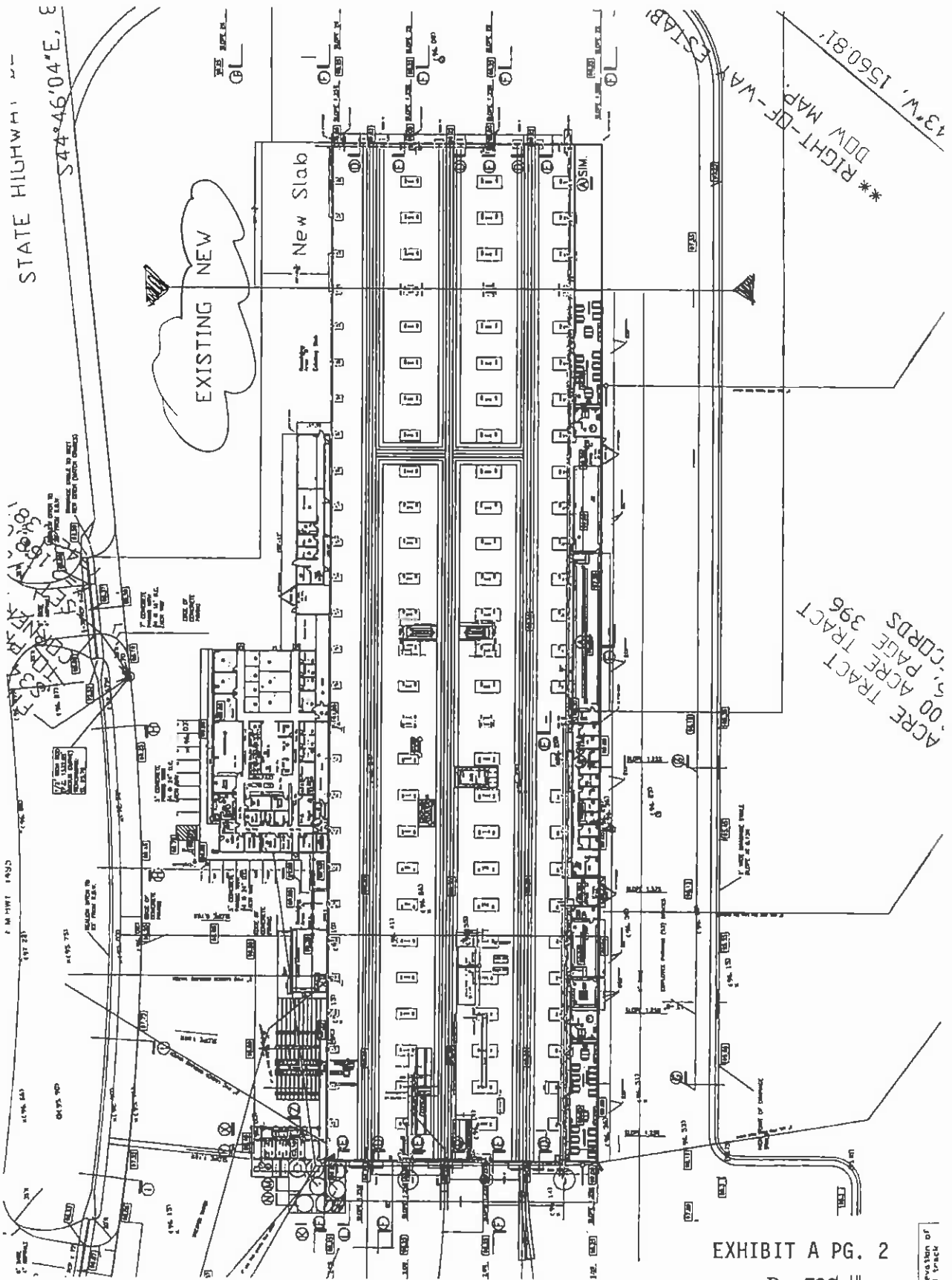
C:\Freeport.Abt\FptWldng #2TaxAbte-Agr

Freeport Welding & Fabricating, Inc. 2008 Expansion Plan

1. In 2000/2001 Freeport Welding moved from a 30,000 square-foot shop on 2 acres adjacent to Port Freeport that we had occupied for over 30 years, into a new 50,000 square-foot fabrication facility on 26 acres some 3 miles from our former location. We received full tax abatement on the project from the City, County, Drainage District, Port, and College at that time.
2. In 2005/2006 we expanded this same shop by 100%, and the offices by approximately 50%, at a cost of approximately \$2.5 million. We again received full tax abatement from all local taxing entities.
3. Because of an increasing demand for fabricated pressure-containing products, we now find it necessary to expand this shop again by 16,000 square feet, or approximately 16%. We estimate the cost of this expansion to be approximately \$1.2 million (see attached site plan). An additional \$.5 million in new equipment will also be purchased.
4. Prior to our 2005/2006 expansion we had 90 employees, and, in our abatement application at that time, we committed to an increase of 10 employees, or a total of 100. Our business has increased to the point that we currently have 125 total employees. Of these, 78 are shop floor production workers, which, as it turns out, is too many for the existing amount of shop floor space that we have. We have in effect, already created 25 jobs over our 2005/2006 commitment. Consequently, we anticipate that this expansion will retain 25 of these jobs and allow us to maintain our current level of employees.
5. The majority of work that we do is shipped outside Brazoria County, out-of state, and some out-of-country. 2007 sales were \$32 million, with shipments going to Egypt, Mexico, Moses Lake, Washington, Whiting, Indiana, Garyville, Louisiana, El Paso, Texas, and the Houston, Texas area (see attached Major Projects Listing for 2007).
6. We are also an important resource for plants in and around Brazoria County, furnishing routine and emergency shop services that help keep these plants up and running.
7. Our payroll in 2004 was \$3,865,000, and in 2007 was \$6,702,273.
8. In 2004 we purchased \$7,198,233 in materials, contract labor, and supplies, of which \$1,859,666.64 was purchased locally. In 2007 we purchased \$17,244,110 in materials, contract labor, and supplies, of which \$4,152,044 was purchased locally (see attached listing). The bulk of our material purchases are for steel plate, which is produced and sold out of this area.
9. Our first abatement has run out, and our taxes have increased substantially since the original construction (see attached Appraisal and Tax History). We appreciate the help of all the taxing entities of Brazoria County, and feel that the tax abatement structure, at least in our case, has resulted in a win-win situation.
10. Freeport Welding and the General Contractor on this expansion project will use local sub-contractors where possible.
11. Freeport Welding supports and contributes to local charities and schools, including the United Way, Red Cross, Boys and Girls Club, Habitat, and local and area children's athletics.

Roy E. Yates
 President
 Freeport Welding and Fabricating, Inc

C	Rev. 1	Last Review Date: 06/16/2003	Next Review Date: 06/16/2004	Signed/Approved by: Management Team	Expansion Plan
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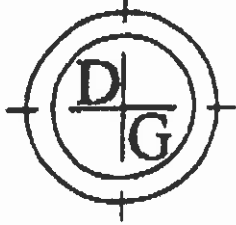
STATE HIGHWAY 142
 S44°46'04"E, E

ACRE TRACT 5.00
 ACRE TRACT 396
 CORDS

13°W, 1560.81'
 ** RIGHT-OF-WAY ESTABLISHMENT
 DOW MAP.

Revision of track

05/02/99



Attachment B

DAMIAN/GALLION & ASSOCIATES

SURVEYING AND MAPPING

PORT PLAZA, 1725 W. 2nd ST.
FREEPORT, TEXAS 77541

BUSINESS (409) 233-7177
FAX (409) 233-3877

**26.22 ACRE TRACT
OUT OF A 500 ACRE TRACT
OUT OF THE MAURICE HENRY 1/4 LEAGUE, ABSTRACT NO. 74
APRIL 16, 1999**

26.22 ACRE TRACT out of a 500 acre tract recorded in Volume 506, Page 396 of the Deed Records of Brazoria County, Texas, out of the Maurice Henry 1/4 League, Abstract No. 74, out of the City of Freeport, out of the County of Brazoria, out of the State of Texas, described using survey terminology which refers to the Texas Coordinate System, South Central Zone, except the distances which are the horizontal ground level lengths ($s^2=0.99988496$), described as follows:

Beginning at a found 1/2 inch iron rod at the north line of a 150 foot right-of-way of County Road No. 229, and at the east line of the Eli Mitchell 1/4 League, said line also being the west line of said Maurice Henry 1/4 League, said found iron rod being South 49 degrees 54 minutes 28 seconds West, a distance of 45.37 feet from a found concrete monument with brass disk, being Midway Triangulation Station ($x=3,167,106.71$ and $y=427,780.93$), said found iron rod also being North 84 degrees 15 minutes 31 seconds West, a distance of 1624.99 feet from a found concrete monument with brass disk, being Midway Azimuth Mark ($x=3,168,688.66$ and $y=427,589.17$), said found 1/2 inch iron rod being the POINT OF BEGINNING at the position of $x=3,167,072.01$ and $y=427,751.71$;

Thence North 2 degrees 20 minutes 42 seconds West, a distance of 463.30 feet along the east line of said Eli Mitchell 1/4 League and being the west line of said Maurice Henry 1/4 League, said line also being the east line of the Houston and Brazos Valley Railway Co. Tract as recorded in Volume 100, Page 537 of the Deed Records of Brazoria County, Texas, to a found 1/2 inch iron rod at the position of $x=3,167,053.05$ and $y=428,214.57$;

Thence North 51 degrees 23 minutes 06 seconds East, a distance of 645.45 feet along said east line of the Houston and Brazos Valley Railway Co. Tract, to the point of curvature of a curve, concave to the west, having a radius of 1255.00 feet, a central angle of 24 degrees 26 minutes 59 seconds, and a chord of 531.50 feet bearing North 19 degrees 09 minutes 38 seconds East, to a found 1/2 inch iron rod at the position of $x=3,167,389.15$ and $y=428,765.52$;

Thence northerly along said curve, and along said east line of the Houston and Brazos Valley Railway Co. Tract, a distance of 535.55 feet, to a found 1/2 inch iron rod at the position of $x=3,167,563.58$ and $y=429,267.52$, at the westerly right-of-way of F.M. 1495 as recorded in Volume 957, Page 600 of the Deed Records of Brazoria County, Texas, said found iron rod also being South 24 degrees 36 minutes 41 seconds East, a distance of 0.56 feet from another found 1/2 inch iron rod;

Thence North 82 degrees 43 minutes 56 seconds East, a distance of 42.85 feet along said F.M. 1495 right-of-way to the point of curvature of a curve, concave to the northeast, having a radius of 1532.85 feet, a central angle of 37 degrees 29 minutes 45 seconds, and a chord of 985.33 feet bearing South 26 degrees 01 minute 05 seconds East, to a found 1/2 inch iron rod at the position of $x=3,167,606.08$ and $y=429,272.94$, said found iron rod also being South 43 degrees 51 minutes 43 seconds West, a distance of 0.50 feet from a found concrete monument;

Thence southeasterly along said curve, along the said westerly line of the 200 foot right-of-way of F.M. 1495, a distance of 1003.13 feet, to a found 1/2 inch iron rod at the position of $x=3,168,038.25$ and $y=428,387.57$ for a corner, said found iron rod also being South 34 degrees 40 minutes 30 seconds East, a distance of 0.50 feet from a found 1/4 inch iron pipe;

Thence South 44 degrees 46 minutes 04 seconds East, a distance of 865.04 feet, along said westerly right-of-way line of F.M. 1495, to a found 1/2 inch iron rod at the position of $x=3,168,647.37$ and $y=427,773.49$ for a corner, said found iron rod also being North 54 degrees 28 minutes 08 seconds West, a distance of 0.68 feet from a found concrete monument;

Thence South 22 degrees 51 minutes 59 seconds West, a distance of 38.07 feet, along said westerly right-of-way line F.M. 1495, to a found concrete monument at the position of $x=3,168,632.58$ and $y=427,738.42$, said found concrete monument also being North 62 degrees 05 minutes 41 seconds West, a distance of 0.48 feet from a found 1/4 inch iron pipe;

Thence North 89 degrees 30 minutes 43 seconds West, a distance of 1560.81 feet along the said northerly line of County Road No. 229 to a found 1/2 inch iron rod at the POINT OF BEGINNING; said described tract containing 26.22 Acres of land, more or less as shown on the attached map.

CHRIS E. GALLION
REGISTERED PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER - NO. 4679
DAMIAN/GALLION AND ASSOCIATES

RESOLUTION NO. 2008-2170

A RESOLUTION OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; MAKING FINDINGS OF FACT; SETTING THE RATE TO BE CHARGED BY TAXICABS OPERATING WITHIN THE CITY; CONTAINING A SEVERANCE CLAUSE; PROVIDING THAT THIS RESOLUTION SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION; AND PROVIDING THAT THE ORIGINAL OF THIS RESOLUTION SHALL BE MAINTAINED BY THE CITY SECRETARY IN THE PERMANENT RECORDS OF SAID CITY.

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, Sections 54.001 and 54.004 of the Local Government Code, Paragraphs 2, 3 and 6 of Article 1175 of the Revised Civil Statutes of Texas (1925), Sections 2.01, 2.02 and Item (k), (p) and (u) of Section 3.07 of the Home Rule Charter of the City and Division (A) of Section 119.06 of its Code of Ordinances authorize the City Council thereof to adopt the provisions hereof.

WHEREAS, the City Council of the City has determined and do here now declare that the adoption of this resolution is necessary to the health, safety and general welfare of the inhabitants thereof and sojourners there using taxicabs operating therein.

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

First, the City Council of the City finds that many of the inhabitants thereof depend on taxicabs operating therein for their primary source of transportation and that the current retail cost of gasoline makes necessary a rate increase for such taxicabs.

Second, pursuant to Division (A) of Section 119.06 of the Code of Ordinances of the City, the City Council hereby sets the rate to be charged by taxicabs operating within the City at \$2.75 for each drop plus \$0.95 for each one-fifth (1/5th) mile traveled.

Third, in the event any section or provision of this resolution 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.

Fourth, this resolution shall take effect and be in force from and after its passage and adoption.

Fifth, the original of this resolution, after execution and attestation, shall be maintained by the City Secretary in the permanent records of the City and a certified copy hereof shall be delivered to each taxicab service operating within the City.


READ, PASSED AND ADOPTED this _____ day of _____, 2008.

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

ATTEST:

Delia Muñoz, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:



Wallace Shaw, City Attorney,
City of Freeport, Texas

C\Freeport.Rsl\TaxiRte4-Rsl

NOTICE OF PUBLIC HEARING

The City Council of the City of Freeport, Texas, will hold a public hearing on Monday, the ____ day of _____, 2008, beginning at 6:00, 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:

Lots 5 through 20, Block 39, Lots 5 through 16, Block 40, and Lots 39A and 40A, of the Freeport Townsite, according to the map or Plat thereof recorded in Volume 2, page 95 of the Plat Records of Brazoria County, Texas, known locally as 102 W. 8th St., Freeport, Texas.

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 21st day of April, 2008.

Delia Munoz, City Secretary
City of Freeport, Texas

NOTE: This notice should be published in the Brazosport Facts ONE (1) time only at least seven (7) full days prior to the date of the public hearing. A copy of this notice, together with a copy of the proposed tax abatement agreement, should also be sent to the presiding officer of all other taxing units having jurisdiction over the above described property at least seven (7) full days prior to the date of the public hearing.

THE LAW OFFICE OF
WALLACE SHAW, P. C.
Freeport, Texas 77542-1273

(979) 233-2411
Fax No. 233-4895

Mailing Address:
P.O. Box 3073

May 27, 2008

Mr. Gregg G. Frazier
Director of Operations
Concepts West
221 Airport Industrial
Park Road
Parkersburg, WV 26104

Via Fax (304) 464-5449

Dear Mr. Frazier:

On the agenda for the City Council meeting for June 2, 2008, will be the calling of a public hearing to consider the tax abatement application of your company. The hearing requires published public notice of at least seven (7) days, with a copy of the notice and a copy of the proposed agreement to be sent to all other taxing entities in the area at least seven (7) days before the hearing. For there to be a public hearing at the June 16, 2008, City Council meeting, the contract need to be ready.

Attached is a proposed tax abatement agreement. Exhibit "A" referred to therein is your original application, supplement by your undated letter to Mr. Beverly. Exhibit "B" will be the legal description attached to the deed to Mr. Martin. I was unable to determine the correct figure to insert in Paragraph 4c. Please provide me with this figure.

Sincerely Yours,

By


Wallace Shaw, City Attorney

WNS:xv
Attachment
XC: Mr. Gary Beverly

NOTICE: This facsimile is intended only for the use of the addressee. The information contained herein is privileged, confidential and exempt from disclosure under law. Unauthorized disclosures, dissemination or distribution is strictly prohibited. If you have received this facsimile in error, please promptly return all copies to the sender.

1100 Brazosport Blvd., Suite 10
shawpc@computron.net

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 CONCEPTS WEST OF TEXAS, LLC, a Texas Limited Liability Company (the "Owner"), and the owner of interests in real property located within the Zone (as defined below).

W I T N E S S E T H:

WHEREAS, the creation and retention of job opportunities within the City is paramount to the City's continued economic development; and

WHEREAS, the Owner desires to expand and modernize the existing premises located at 102 W. 8th Street, Freeport, Texas, as shown in the attached Exhibit "A", to be used as a processing and distribution center for chemical companies located in Brazoria County and the Greater Houston Area ; and

WHEREAS, the Owner has filed a written request for tax abatement, dated as of March 19, 2008, in accordance with the City's Resolution No. 2007-2153, adopted August 20, 2007, ("the Resolution"), as amended by Resolution No. 2007-2155, adopted September 4, 2007, which establishes the property tax abatement program for the City of Freeport in designated reinvestment zones; and

WHEREAS, it is reasonably likely that this Agreement will contribute to the retention, expansion and creation of primary employment and will attract major investment in the Zone that would be of benefit to property within the Zone and that would 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 facility will be designed and constructed to meet all applicable federal, state, and local environmental degradation of hazard; and

WHEREAS, the City Council finds that the planned use of the Improvements, when constructed and operated 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.

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 January 1, 2009.

"Eligible Property" new equipment or machinery described in Exhibit "A" attached hereto which expands the local tax base as those terms are 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 to the property, more fully described in Section 5 below, constituting the Project.

"Ordinance" means City of Freeport Ordinance Number 2000-____, which created the Zone.

"Owner" means CONCEPTS WEST OF TEXAS, LLC., of which M.J. Martin is one of the principals.

"Project" means the improvements to be constructed and used by the Owner on the Real Property as more fully described in Section 5 below.

"Property" means the real property to be improved, as more fully described in Section 3(a) below.

"Resolution" means City of Freeport Resolution 2007-2153, adopted August 20, 2007, as amended by Resolution 2007-2155, adopted September 4, 2007, 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 Concepts West 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 102 West 8th St., Freeport, Texas. It is more fully described in Exhibit "B" attached hereto and made a part hereof for all purposes.

(b) The BCAD tax account number(s) of the Property are: 4200-0429-000 and 4200-0429-110.

4. Representations and Warranties by the Owner

(a) The Owner represents that the Owner owns the Property and that the Property is located within boundaries of the Zone. The Owner represents that the Owner is authorized to execute this Agreement and to complete the Improvements described in Section 5 hereof and in the project description marked Exhibit "B" and attached hereto. The Owner represents that as of January 1, 2007, the Property had an approximate appraised value of Seventy One Thousand Five Hundred Forty and no/100 (\$71,540.00) Dollars and the existing improvements thereon an approximate appraised value of Two Hundred Forty Six Thousand Nine Hundred Sixty (\$246,960.00) Dollars. The Owner represents and warrants that the construction of the Improvements described in Exhibit "A" will begin on or about April 1, 2008, and that construction of the Improvements will be completed as of the effective date of this Agreement. The Owner represents and warrants that the construction of the Improvements shall be completed as described in Exhibit "A", all for the purpose of using the premises as a processing center and distribution facility. The total size of the Property is approximately 0.18 acres, more or less.

(b) The Owner represents that no interest in the Property is held or leased by a member of the City Council or a member of the City's Planning Commission.

(c) The Owner represents and warrants that the value of the Property will increase by at least \$-- upon completion of the Improvements.

(d) The Owner represents and warrants that it will create employment for at least fifteen (15) people on a permanent basis in the City beginning with five (5) jobs at startup and fifteen (15) within one (1) year of the beginning of the Abatement Period and continuing through the term of this Agreement, excepting accident, asualty, fire, explosion, or natural disaster that is found by the City Manager to substantially impact the Owner's ability to use the Project as specified in Section 5(c) below.

(e) The Owner represents and warrants that the Improvements will not solely or primarily have the purpose of transferring employment from one part of the City to another.

(f) The Owner represents and warrants that it will construct and operate the Project described in Exhibit "B" attached hereto and incorporated herein by this reference.

(g) The Owner represents and warrants that the Improvements will be designed, constructed, and operated in accordance with all applicable federal, state, and local environmental regulations, and that the construction and operation of the Improvements will not cause environmental degradation or hazard to the Property or the environs of the City.

(h) The Owner represents that the improvements are necessary because capacity cannot be provided efficiently utilizing its existing plant capacity when reasonable allowance is made for necessary improvements.

5. Terms of the Agreement

(a) The Owner shall make the Improvements substantially in conformity with the descriptions, plans and specifications as described in Exhibit "A".

(b) The Improvements shall be completed in accordance with the provisions of Exhibit "A" and the City's Building and other Standard Codes and shall conform to the City's Zoning Ordinance. In case of any conflict, the Building Code or Standard 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 Owner 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 processing center and distribution facility pursuant to and to the extent described in Exhibit "A" attached hereto and incorporated herein.

(d) The Owner shall allow the City's employees access to the Property for the purpose of inspecting the Improvements to ensure that the Improvements were completed 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 construction and/or operation of 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 Code or other Standard Code or otherwise.

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

(f) The Owner 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 operation of the Project.

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

(h) Not later than March 15th of each year during the Abatement Period, the Owner shall submit to the City Manager and the Chief Appraiser of BCAD a January employee count for the Project. The employee count submitted shall correspond to the Employment count reported in the Owner's "Employer Quarterly Report" to the Texas Workforce Employment Commission.

(I) The employee count submitted by the Owner shall be used to determine eligibility for that year and be determine abatement eligibility for that year and be subject to audit, pursuant to the provisions of the guidelines attached to and adopted by the Resolution. The City Manager shall certify to the Chief Appraiser of BCAD whether the Owner is in compliance with the employment requirements of this Agreement.

6. Tax Abatement

(a) Abatement on the Improvements specifically listed in Exhibit "A" shall be permitted only for the value of new "eligible property" constructed or added after January 1, 2008, subject to the limitation stated in subsection 5^e above. In addition, this exemption from taxation is specifically subject to the rights of the holders of outstanding bonds of the City. The portion of the value of new eligible Improvements subject to the abatement shall be determined in accordance with the following schedule:

Total Investment	Abatement Per Year
\$50,000 to \$100,000	100% 50%
\$100,000 to \$1,000,000	100% 75% 50%
Over \$1,000,000	100% 100% 100% 75% 50% 25% 25%

If the construction period extends beyond one (1) year 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.

(b) 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, 2008, but before the effective date of this Agreement, shall be taxable in accordance with Section 6(a) of this Agreement.

4. Any equipment or machinery, described in Exhibit "A" and installed in the property pursuant to this Agreement, that is removed from the property for longer than a temporary repair period, shall be fully taxable.

* The City shall enter into only one tax abatement agreement for the Project described in Exhibit "A" of this Agreement during the existence of the Concepts West Reinvestment Zone.

7. Default and Recapture

(a) This Agreement shall terminate in the event that the use and operation of the facility for the purpose specified in Section 5^a 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 month period during which the facility did not produce a product or service. The taxes abated during that twelve 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.

* 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.

(b) Each year, the Owner shall furnish the City with such information as may be necessary for calculating 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 jurisdictions that levy taxes of the amount of assessment.

* Upon the completion of construction of the Improvements, the City Manager shall annually evaluate each facility 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, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

11. Notice

(a) 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:

Greg G. Frazier
Director of Operations
Concepts West
221 Airport Industrial Park Rd.
Parkersburg, WV 26104

To the City

If mailed or personally delivered:

City Manager
200 West Second Street
Freeport, TX 77541

(b) Each party may designate a different address by giving the other party written notice as prescribed above at least ten (10) days in advance of the effective date 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.

CONCEPTS WEST OF TEXAS, LLC

BY: _____

Title _____

ATTEST:

Title: _____

THE CITY OF FREEPORT, TEXAS

BY _____
Its Mayor

ATTEST:

Its City Secretary

APPROVED AS TO FORM

City Attorney

C\Freeport.Abt\Concepts West - Abt Agr

Concepts West

221 Airport Industrial Park Rd.
Parkersburg, West Virginia 26104

Phone: 304 464 5444
Fax: 304 464 5449

Gary Beverly
City Manager
City of Freeport
200 W. 2nd Street
Freeport, TX 77541

Dear Mr. Beverly:

Concepts West is preparing to file for its permits to finish the work at our 102 West 8th Street Facility and hope to start production in the later part of June. We will be filing the remaining permits next week.

I will be in town June 1 through June 10 and would like to have our abatement application discussed at your City Council Meeting during that period. Below is an explanation of our abatement application with relation to the permits that have and or will be filed:

Abatement Application		Permit Filed or Pending		
Item	Estimated Cost	Permit Filed	Project Cost	Status
Modernization	\$25,000	4/3/2008	\$37,750	
Lighting	\$30,000		\$59,310	Sprinklers-To be Filed
Office	\$12,500		\$4,680	To Be File Week Of 5/26
Electrical Upgrade	\$10,000			
Total	\$77,500		\$101,740	

The equipment that will be installed has a value of \$262,194.

I hope this clarifies our application and the permits we are filing.

Thank you for your time,



Gregg G. Frazier
Director of Operations

INTEROFFICE MEMORANDUM

TO: GARY BEVERLY, CITY MANAGER
FROM: LARRY FANSHER, PUBLIC WORKS
SUBJECT: RECOMMENDATION TO EXPAND THE KITCHEN IN FREEPORT MUNICIPAL PARK
DATE: 5/28/08

The Freeport Lion's Club submitted a proposed plan to expand the kitchen at Freeport Municipal Park at the Freeport Beautification/Parks & Recreation Committee's board meeting on Tuesday, May 27, 2008.

This proposed plan includes adding a 5-sided structure to the existing kitchen in Freeport Municipal Park. The new addition would be used as a ticket booth to sell tickets during events such as Fishin Fiesta, Riverfest or any other event.

The new structure would include 5 windows with lighting above each one. It would be air-conditioned and have a separate entrance. Electrical outlets would be placed inside the addition along with double shelving underneath the windows.

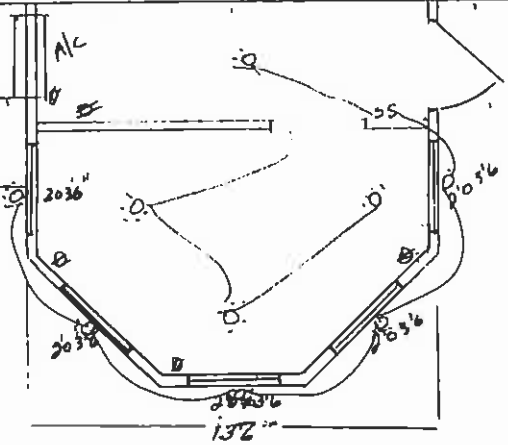
The Lions Club is proposing to pay for the expansion at an estimated cost of \$17,000.

The Parks Board recommends that the City of Freeport agree to the proposed addition to the kitchen in the Freeport Municipal Park, as it would greatly benefit the park renters, patrons and the community.

Existing Block Building

Existing Side Walk

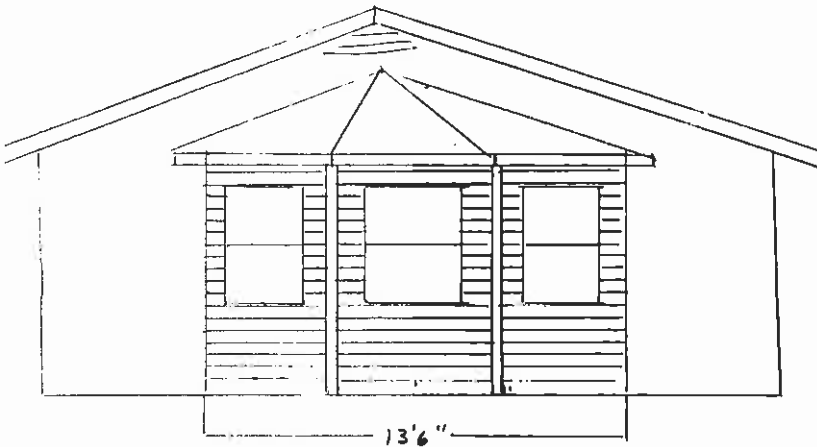
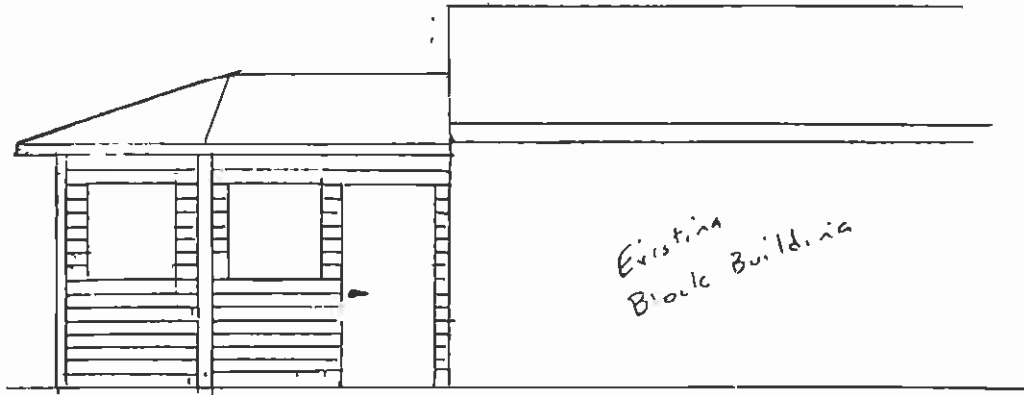
Landscaping



Paving

31' 7 1/4"

Existing Concrete Pad



Freeport Park Ticket Sales		
SCALE: 1/4"	APPROVED BY:	DRAWN BY:
DATE: 5/14/08		REVISED:
David Handborough Construct		
		P. 742

INTEROFFICE MEMORANDUM

TO: GARY BEVERLY, CITY MANAGER
FROM: LARRY FANSHER, PUBLIC WORKS
SUBJECT: BISD INTERLOCAL AGREEMENT FOR
TRANSPORTATION
DATE: 5/27/08

The Senior citizen Commission is requesting permission to utilize BISD school buses to take senior citizens on local field trips.

Brazosport Independent School District has agreed to make buses available to the City for local trips.

The requirements for the City will be to maintain liability insurance for the driver, participants and staff and pay BISD a maintenance and fuel rate of \$2.66 per mile for the bus and \$6.55 an hour for the bus driver (including driving and wait time).

It is recommended that the City of Freeport enter into this agreement with the Brazosport Independent School District to utilize the bus service for local field trips.

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF
FREEPORT, TEXAS, AND BRAZOSPORT INDEPENDENT SCHOOL DISTRICT FOR
TRANSPORTATION SERVICES**

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

WHEREAS, the City of Freeport, Texas operates a Senior Citizen program for its area seniors; and

WHEREAS, the City of Freeport needs a form of transportation to convey the Senior program participants and staff to different events; and

WHEREAS, the Seniors program enhances the quality of life for its seniors providing cultural and recreational activities ; and

WHEREAS, the Brazosport Independent School District would like to assist the City of Freeport in its endeavor to provide the Seniors Activity Program.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY OF FREEPORT (“the City), AND BRAZOSPORT INDEPENDENT SCHOOL DISTRICT (“ BISD”), sometimes collectively referred to as the “parties”, each acting through their respective governing bodies, hereby enter into this Interlocal Agreement.

I. RECITALS

All the recitals and preambles hereinabove stated are found to be true and correct and are incorporated herein and made a part of this agreement.

II. PURPOSE

The Purpose of this agreement is to establish procedures and guidelines for BISD to provide bus services to the City for its Senior Citizen program for no more than fifteen (15) field trips during the two (2) year term of this agreement. This agreement is executed pursuant to TEX. GOV'T CODE Chapter 791, known as the Interlocal Cooperation Act,

III. SCOPE OF SERVICES

(a) BISD will provide a 71-passenger, ADA compliant, school bus equipped with a driver for said school bus for field trips. The contract with the driver is between the driver and BISD, not the City. BISD will be responsible for the driver's salary and benefits, if any, and the driver shall not be regarded as a borrowed servant or employee for any purpose.

(b) The City will maintain liability insurance for the driver, participants and staff and pay BISD a maintenance and fuel rate of \$2.66 per mile for the bus and \$6.55 an hour for the bus driver (including driving and wait time). The City has or shall purchase auto liability and auto physical damage insurance for the school bus and shall name BISD as an additional insured. The City of Freeport shall be required to provide such liability insurance coverage for BISD buses only during the times that a bus or buses is provided to the City of Freeport by BISD under this agreement for use in the Senior Activity Program, such use not to exceed fifteen (15) calendar days over the term of the two (2) years of the agreement. A certificate regarding such policy is attached as Exhibit A.

IV. TERM OF AGREEMENT

The term of this agreement extends from June 1, 2008 through May 31, 2010

V. CURRENT REVENUES

Each party shall pay for the performances of services under this agreement from current revenues.

VI. DISCRIMINATION

No one, on the grounds of race, creed, color, national origin, disability, age, or gender, shall be subject to discrimination in the performance of this Agreement.

VII. FORCE MAJEURE

Neither party shall be deemed in violation of this Agreement if it cannot perform any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, act of God, acts of the public enemy, acts of superior government authority, riots, rebellion, sabotage, or other circumstances for which it is not responsible or which is not within its control.

VIII. MISCELLANEOUS PROVISION

- a) Venue: Venue for any lawsuit involving this agreement shall be in Brazoria County, Texas.**
- b) Choice of Law: This Contract is governed by the laws of the State of Texas, except any portion thereof that would require the use of the law of any other state.**

- c) **Entire Contract:** This agreement constitutes the entire agreement between City and BISD, and all negotiations and all understandings between the Parties are merged herein. The terms and conditions of this agreement specifically replace and supersede any prior discussions, terms, documents, correspondence, conversations, or other written oral understanding not contained herein or specifically adopted by reference.
- d) **Exhibits:** Any exhibits are attached and are incorporated into the agreement
- e) **Partial Validity:** If any term, provision, covenant, or condition of this agreement is held by a court competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- f) **Survival:** Any provisions which by their terms survive the termination of this agreement shall bind its legal representatives, heirs, and assigns as set forth herein.
- g) **Assignment:** The Parties shall not assign, transfer, or encumber any right or interest in this agreement, in whole or in part, without prior written approval of the other party.
- h) **Notices:** Each notice to City shall be sent to the designated City Representative and each notice to BISD shall be sent to the designated BISD Representative or their designees as outlined in this Agreement. Each formal notice required by the terms of this Agreement shall be in writing and sent by facsimile, telex, courier or by registered or certified mail. Unless changed by giving notice as provided in this subsection, the designated representatives of the parties shall be:

CITY OF FREEPORT

Larry Fansher	Telephone: (979) 233-3526
City of Freeport	Fax: (979) 233-8867
200 W. 2 nd Street	Email: lfansher@freeport.tx.us
Freeport, TX 77541	

BRAZOSPORT INDEPENDENT SCHOOL DISTRICT

Daniel A. Schaefer	Telephone: (979) 730-7061
P.O. Box Z	Fax: (979) 266-2486
Freeport, TX 77542	Email: dschaefer@brazosportisd.net

- j) **Benefits:** This agreement shall bind, and the benefits thereof shall inure only to the parties hereto and their heirs, legal representatives, executors, administrators, successors, and assigns.

- k) **Amendments:** This agreement can be supplemented and/or amended only by a dated written document executed by both parties.
- l) **Gender:** Words of any gender used in this agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.
- m) **Multiple Copies:** This agreement may be executed in multiple counterparts each of which constitutes an original.
- n) **Article and Section Headings:** The Article and Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this agreement.
- o) **Misspelled Words:** Misspelling of one or more words in this agreement shall not void this agreement. Such misspelled words shall be read so as to have the meaning apparently intended by parties.

EXECUTED this _____ day of _____, 2008.

CITY OF FREEPORT

BISD

By: _____
Larry McDonald, Sr.
Mayor, City of Freeport

By: _____
Jay Luce
President, Board of Trustees

ATTEST:

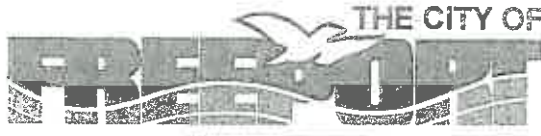
ATTEST:

Delia Muñoz, City Secretary

Secretary, Board of Trustees

APPROVED AS TO FROM ONLY:

Wallace Shaw, City Attorney



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

(979) 233-3526 • Fax: (979) 233-8867 • www.freeport.tx.us

**PROPERTY MANAGEMENT
MEMO**

May 28, 2008

Gary Beverly
City Manager

re: Re-plat lots 15-16, Block 502
Velasco Townsite

Please place the following item on the June 2, 2008, Council agenda:

Discuss / consider replat of lots 11, 12, and 12A, Block
807, Velasco Townsite, to be known as 1802 North Avenue B,
City of Freeport.

This request is from Mr Isidoro Navarrete, 102 Otter Trail, Lake Jackson, for the
construction of a homesite.

The request was before the Planning Commission on May 27, 2008, and approved by a
vote of 3 to 1.

N C Hickey
Property Manager

/s



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

(979) 233-3526 • Fax: (979) 233-8867 • www.freeport.tx.us

PROPERTY MANAGEMENT

MEMO

May 28, 2008

Gary Beverly
City Manager

re: Re-plat lots 15-16, Block 502
Velasco Townsite

Please place the following item on the June 2, 2008, Council agenda:

Discuss / consider replat of lots 15 and 16, Block 502, Velasco Townsite, to be known as 5 North Avenue B, City of Freeport; and lots 17 and 18, Block 502, to be known as 9 North Avenue B.

This request is from Habitat for Humanity

The request was before the Planning Commission on May 27, 2008, and approved by a vote of 3 to 1.

N C Hickey
Property Manager

/s



Civilian Police Commissioner Program

Purpose

The Freeport Police Department understands the importance of working cooperatively within the community to create an impact on crime and victimization. To fulfill this mission we are creating a civilian Police Commissioner program to represent the four council wards/districts of the City of Freeport.

These Commissioners will act as liaisons in their respective council districts with the police department. They will provide leadership and coordination to their residential community in established programs. With clear guidance and coordination through these Commissioners we together can have an impact on crime and victimization in our community.

Police Commissioner Candidate Requirements

Each council district will be represented by a resident of that district as their Police Commissioner. A candidate for Police Commissioner must meet the below standards/requirements:

1. Must be at least twenty five [25] years of age
2. Be a full-time resident of the district in which they want to represent
3. May not be a relative of a full-time City employee
4. May not have any felony convictions of the law
5. May not have any misdemeanor convictions (excluding class C traffic violations) of the law within the last five years
6. May not have been arrested for any violation within the last five years
7. No charges for a criminal violations against a child
8. No charges for a sex related crime
9. No criminal charges for a crime against a law enforcement officer
10. Pass a law enforcement background investigation

Police Commissioner Positions and the Selection Process

Each council ward / district will be represented by one [1] civilian Police Commissioner. Annually, in January, the department will announce, by mail and the local news paper, we are accepting applications for the years Commissioner positions. Interested citizens desiring to represent their ward / district must complete a Commissioner application (applications will be available at the police department) for consideration. Interested candidates may also submit letters of support from citizens within their ward / district for consideration during the selection process.

Upon receiving the Commissioner applications, the Chief of Police will empanel a selection committee consisting of the Freeport Chief of Police, Freeport Community Service Officer, a non-police department member of the City, and a person from outside the department. The panel will review the candidates applications, any submitted letters of recommendation and interview the candidate. At the conclusion of the panel candidate review a decision will be made. The decision of the review panel is final.

Commissioner Oath of Office

The newly appointed Police Commissioner will take his or her Oath of Office for the one year term. Upon affirming the oath to the position in which he/she is elected and signing the applicable documentation, the Commissioner will assume his/her duties within each represented ward/district. Commissioner positions are not term restricted.

Orientation Program

Within thirty [30] days of assuming their appointment, each Police Commissioner will be required to attend a training session at the police department regarding the rules and regulations of the Commissioner program. This training will be scheduled at a time that best meets the needs of each Commissioner and the police department.

Duties

Each civilian Commissioner will be responsible for reporting and coordinating resolutions to issues within his or her ward with the police department. It would be hard to compile a definitive list of duties and responsibilities; however, the below list details some of the functions of a Commissioner.

1. Community liaison with Freeport Police Department
2. Coordinate community affairs within district/ward
3. Initiate, manage and coordinate Citizens on Patrol Program
4. Attend quarterly crime analysis meetings
5. Assist Chief of Police in evaluating the effectiveness of our efforts to reduce crime and victimization
6. Other functions as agreed upon to facilitate cooperation, crime reduction and community pride
7. Create and manage a network of communication within their area of our community

Appearance and Grooming

Each Commissioner, when actively engaged in the duties established for his or her position, will wear the department issued clothing. Commissioners will be responsible for cleaning their provided clothing and maintaining a professional appearance during the performance of their duties. Commissioners will notify and request replacement clothing as the need arises.

Policies and Procedures

Title: Organization 01: Mission and Values

I. Purpose:

The department seeks to develop a set of beliefs that serve as guidelines to the individual member as he or she carries out their respective duties. This statement of mission and values defines those beliefs that we, the members of the Freeport Police Department, hold as the standards by which we will gauge our conduct and behavior.

II. Mission:

Definition. The department's mission statement articulates the reason for our existence as an organization. It serves as a continual reminder of the goals we strive to achieve and of the basic framework in which we operate to achieve those goals.

Mission Statement. It is the mission of the Freeport Police Department to provide a quality environment for our residents, business people and guests by preventing crime, maintaining the social order and reducing the fear of personal victimization. This mission is realized as we impartially, yet aggressively, uphold federal, state and local laws, conscientiously deliver professional police service and respect the individual rights of those we encounter.

III. Values:

Definition. The values of the Freeport Police Department provide substance to those attitudes and beliefs that we adhere to as fundamental to policing. They are as follows:

To Protect. We believe we have an obligation to the citizens and business people living and working within the City of Freeport to protect life and property whenever and wherever either is threatened.

To Serve. We will strive to improve the quality of community life through the provision of superior and equitable services. We recognize that quality service goes beyond law enforcement and involves those legitimate service activities deemed important by the community. We understand that a reputation for quality service is built one police community interaction at a time and we will endeavor to ensure each interaction adds to our reputation as a service organization.

To Model Integrity. We recognize that authority has been entrusted to us for the common good and believe that police officers must be people of integrity if we are to responsibly handle that authority. We define integrity as that quality which requires us to carefully evaluate each situation, make a valid legal, moral and ethical decision based upon the circumstances of a situation, and carry out the required action even when it is not convenient or popular to do so. We believe that people of integrity act in the described manner even when failure to do so would go unnoticed. We believe that police officers with integrity adhere to this philosophy in their private lives as well.

To Demonstrate Professionalism. We realize the general public has certain expectations regarding the manner in which police officers conduct themselves. Our demeanor when handling various situations, an attitude of impartiality, and the level of responsibility we exhibit when exercising authority are illustrations of the areas in which the public holds expectations. In the aggregate, the expectations the public has of us and our ability to meet those expectations, defines our level of professionalism. We believe that we have a responsibility to act professionally in all of our encounters with the public and with each other as well. We hold that professionalism extends beyond our regular tour of duty and is, in reality, a way of life.

IV. Freeport Police Department Code of Ethics

All department employees are responsible for professionally and ethically performing their duties. Below is the department's Code of Ethics (2.02) that every employee is responsible for compliance.

As a law enforcement employee, my fundamental duty is to serve mankind; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation, and

the peaceful against violence or disorder; and to respect the Constitutional rights of all people to liberty, equality and justice.

I will keep my private life unsullied as an example to all; maintain courageous calm in the face of danger, scorn, or ridicule; develop self-restraint; and be constantly mindful of the welfare of others. Honest in thought and deed in both my personal and official life, I will be exemplary in obeying the laws of the land and the regulations of my department. Whatever I see or hear of a confidential nature or that is confided to me in my official capacity will be kept ever secret unless revelation is necessary in the performance of my duty.

I will never act officiously or permit personal feelings, prejudices, animosities or friendships to influence my decisions. With no compromise for crime and with relentless prosecution of criminals, I will enforce the law courteously and appropriately without fear or favor, malice or ill will, never employing unnecessary force or violence and never accepting gratuities.

I recognize the responsibility of my office as a symbol of public faith, and I accept it as a public trust to be held as long as I am true to the ethics of the law enforcement profession. I will constantly strive to achieve these objectives and ideals, dedicating myself to my chosen profession ... law enforcement."

Title: Personnel Management 01: Professional Demeanor

I. Purpose:

This police department's statement of mission and values sets forth those principals by which we have agreed to measure our conduct and behavior. Maintaining the standard that we have set for ourselves is realized when we as a department, and as individual members, follow the tenets of professional demeanor (2.12.1) as outlined in this policy manual.

II. Obedience to Laws, Rules and Orders:

Abide by Laws and Policies. Members of this department shall abide by the laws of the United States, the State of Texas, ordinances enacted by the City of Freeport and all administrative polices promulgated by the Freeport Police Department.

Obey Lawful Orders. Members of this department shall obey all lawful orders (1.08.1) and instructions given them by any superior officer. Members shall obey instructions given by the police dispatcher as it pertains to responding to calls for service in his or her official capacity regardless of the rank of the member receiving the instruction. Such obedience shall be prompt and willing.

Insubordination. The deliberate failure or refusal of any member to obey any lawful order given by a superior officer or supervisor shall be deemed insubordination. Flaunting the authority of any superior officer or supervisor by obvious disrespect or by disputing his or her orders shall likewise be deemed insubordination.

Conflicting, Unjust or Unlawful Orders. An employee who receives an order they believe to be unjust, contrary to departmental policy or in conflict with a previous order will notify the issuing supervisor of their concern. If the issuing supervisor does not rescind or change the order, the employee will carry out the order to the best of his or her ability. The employee may then appeal the

supervisor's decision to the chief of police. Such appeal must be in writing. No employee will obey an order contrary to law. Employees receiving such orders will advise the issuing supervisor that the order is unlawful. The receiving employee will immediately contact the chief of police.

III. Attention to Duty:

Responsibility to Serve. When dealing with the public, members shall be courteous and respectful to the extent they are able to do so and still perform their duties as prescribed by law and departmental policy. They shall recognize the rights of others and perform their duties with honesty, zeal, courage and fidelity. Members shall respond to all requests for service or information in an impartial (2.17.1) manner and shall consider it their duty to render assistance or provide information.

Support and Cooperation. Members of this department will cooperate, support and assist one another in all legitimate endeavors. They will act together and protect each other in hazardous or potentially hazardous situations. Members will cooperate with outside agencies when such cooperation furthers the business of the police department, the city or the law enforcement community.

Reporting for Duty. Members of this department shall report for duty, training or as otherwise directed by a supervisor at the proper time and place and be uniformed and equipped to carry out the designated assignment (2.16.1). They shall not report for duty either mentally or physically unfit to carry out an assignment due to the use of any chemical substance, which includes illegal and prescribed drugs or any usage of a drug that will affect the judgment or physical condition while performing their duties (2.20.1). Members shall remain at their posts or duty assignments until properly relieved by another member, dismissed by a supervisor, or until the designated assignment has been completed.

Duty to Report. Members shall report all hazards, accidents, injuries, emergencies or other significant incidents that come to their attention to the police dispatcher. The police dispatcher shall ensure the proper authority is notified of the situation. A police supervisor shall notify a member of the command staff on incidents that require significant even notifications.

IV. Conduct and Behavior:

Judgement and Discretion. No member shall commit any act, on duty or off duty, in an official or private capacity, which tends to bring reproach, discredit or embarrassment to the police department or the City of Freeport. Members will exercise discretion consistent with the principles set forth in the policies, procedures, and mission and value statements of this department. Members are expected to act prudently and to exercise sound judgement at all times.

Abuse of Office. Members of this department shall not use their official position to solicit any type of special privilege for any person. Special privileges include the acceptance of gifts from any person or entity when such acceptance would reasonably lead to a perception of favoritism toward the person or entity. Members shall not use their official position to influence, intimidate and/or solicit any person or business for the personal gain, benefit or acceptance of gratuities of themselves or any other person (2.21.1). Members shall not unnecessarily interfere in the lawful private business of any person or entity, nor commit any act of oppression, injustice, or willful wrong against any person or entity. Employees are prohibited from inappropriate relationships with a known victim, witness, suspect, or defendant during an active investigation or while being prosecuted at the result of an investigation (2.18.1).

Truthfulness. (2.14.1) Members shall not make false, untrue or misleading verbal or written statements. Any statement or omission of pertinent information which intentionally, knowingly, or recklessly misrepresents facts or misleads others will be considered a false statement. This section does not apply to statements made for the purpose of furthering a legitimate police investigation.

Political Activity. Members of this agency are prohibited from personal involvement in political events and/or campaigns while on duty, in uniform or while wearing department related insignia (2.15.1).

Respect for Others. Members shall treat other members of the department with respect. They shall not direct threatening or insulting language toward one another. They shall not spread scandalous stories about one another. Members shall be courteous and respectful to superiors, subordinates, co-workers, city hall personnel, and other citizens with whom they interact.

Disruptive Activities. Members shall not perform any actions which tend to disrupt the performance of official duties by other members of the police department, or which tend to interfere with or subvert the reasonable supervision or proper discipline of any member of the police department or of the police department as a whole. Members shall not make disparaging remarks regarding departmental or city policies or issues while on duty, in uniform or while acting in their official capacity. Members shall not interfere with any lawful investigation, arrest or prosecution initiated by other members of this police department or any other law enforcement agency.

Use of Alcohol. Members shall not consume, be under the influence of, or purchase any alcoholic beverages while on duty or in uniform (2.19.1).

Use of Tobacco. Members shall not smoke on duty while engaged in direct contact with or service to the public. Members shall not smoke in any city building or city vehicle. Members may smoke in or behind the sally port area. They shall not, however, congregate in the designated smoking areas.

Use of Police Information. Police information will be used for legitimate law enforcement purposes only. The operations and proceedings of this department are to be considered confidential and are not subject to public disclosure. No member shall divulge any police information nor make information contained in police records available to any person or agency except as provided by law, departmental policy, or by competent authority. Members shall not remove any file from the police station without prior approval from the chief of police.

Classification: Personnel Management 03: Discriminatory Behavior

I. Purpose:

The department must ensure that its members respect the rights of individuals (2.17.1) while treating all persons fairly and equitably. Fair and equitable treatment must begin within the department among its members and extend to those members of society with whom the department interacts. This policy establishes procedures for identifying and addressing discriminatory behavior(s).

II. Policy:

It is the policy of this department that members refrain from any type of discriminatory behavior (2.01.1) while on duty or while representing the department or the city. Members of this department are expressly prohibited from engaging in discriminatory behavior, favoritism, or oppression (2.17.1)

directed toward the community or other employees. For the purpose of this policy, other employees include all full time or part time employees or volunteers of either the department or the city.

III. Discrimination, Oppression and Harassment (2.17.1):

Definitions. Discrimination is the failure to treat all persons equally where no reasonable distinction can be found between those favored and those not favored. Harassment is any form of conduct that is objectively unreasonable or offensive and that could result in a hostile or intimidating work environment (2.11). Examples of inappropriate behavior include but are not limited to the following.

- a. Verbal conduct such as slurs, negative stereotyping, derogatory comments. Inappropriate non-verbal conduct may include offensive or insulting gestures.
- b. Inappropriate conduct or comments consistently targeting a persons race, religion, gender or national origin. Disparate treatment based upon a person's race, religion, gender or national origin.
- c. Displaying written or graphic materials that demonstrate hostility or aversion or otherwise defames an individual or group.
- d. Racial profiling as defined in Section IV. of this policy.
- e. Sexual harassment as defined in Section V. of this policy.

Statutory Prohibitions. Discrimination and / or harassment of an employee in respect to his or her compensation, terms, conditions or privileges of employment because of the employee's race, color, religion, sex or national origin is a violation of Title VII of the

Civil Rights Act of 1964. Discrimination by an employee acting under the color of law toward any person based upon that person's race, color, religion, sex or national origin is prohibited by Chapter 42, Section 183, the United States Code and / or the Texas Code of Criminal Procedure and the Penal Code. Allegations of discrimination and / or harassment will be investigated consistent with the guidelines established in the Freeport Police Department Policy on Internal Investigations. Sustained allegations of discrimination and /or harassment will result in corrective or disciplinary action up to and including termination.

IV. Racial Profiling:

Definition. A form of discrimination defined by the Texas Code of Criminal Procedure as "law enforcement initiated action based on an individual's race, ethnicity or national origin rather than on the individuals behavior or on information identifying the individual as having engaged in criminal activity." The following are implicit in the definition.

- a. Racial profiling only becomes an issue as it pertains to contacts with citizens who are viewed as suspects or as potential suspects. It is not relevant as it pertains to witnesses, complainants or other citizen contacts.
- b. Racial profiling does not preclude race, ethnicity or national origin as factors in a detention decision. Race, ethnicity or national origin may be legitimate factors in a detention decision

when used as part of an actual description of a specific suspect for whom an officer is searching. They may not, however, be the only factors in determining whom to detain.

- c. Detaining an individual and conducting an inquiry into that person's activities because that person is of a specific race, ethnicity or national origin is racial profiling.

Examples of racial profiling include but are not limited to the following.

- a. Citing a driver who is speeding in a stream of traffic where most other drivers are speeding because of the driver's race, ethnicity or national origin.
- b. Detaining the driver of a vehicle based upon the supposition that a person of that race, ethnicity or national origin is unlikely to own or possess that specific make or model of vehicle.
- c. Detaining an individual based upon the supposition that a person of that race, ethnicity or national origin does not belong in a specific part of town or in a specific place.

V. Sexual Harassment:

Definition. Sexual harassment is a form of discrimination defined as unwelcome sexual advances, requests for sexual favors, quid pro quo sexual arrangements or other verbal or physical conduct of a sexual nature. Examples of inappropriate behavior include but are not limited to the following.

- a. Unwelcome flirtations, advances, leering, whistling or propositions. Unwelcome physical contact to include touching and / or blocking or impeding movement.
- b. Obscene or sexually insulting comments, sexual invitations or jokes, comments about a person's body or sexual abilities. Sexual gestures may also constitute inappropriate behavior.
- c. Displaying photographs, cartoons, literature, etc. of a sexual nature or that demeans a particular gender.

For conduct to be "harassing," at least one of the following statements must apply.

- a. Submission to such conduct is either an explicit or implicit condition of employment or is used as the basis for an employment decision that affects the harassed employee.
- b. The conduct reasonably interferes with an employee's work performance or creates an intimidating, hostile or offensive working environment.

Areas of Responsibility. In general, conduct of a sexual nature must be unwelcome before it is classified as harassment. Any employee who feels that he or she is a victim of sexual harassment, therefore, is encouraged to advise the harasser that the behavior is unwelcome. Victims of sexual harassment are obligated to inform a supervisor of the allegation(s). The victim's chain of command may be violated if the alleged harasser is in the same chain of command. Nothing in this section prevents an employee from seeking relief from an outside agency (2.11.1).

Supervisors will monitor the work environment and immediately report observances of sexual harassment and / or information received regarding sexual harassment to the chief of police. They will intervene to the extent necessary to stop any incident of sexual harassment they may observe.

The chief of police will ensure any allegation of sexual harassment brought to his or her attention is thoroughly investigated and the appropriate action is taken. Any employee who alleges sexual harassment will be shielded by the chief of police pending an investigative disposition. Such shielding may involve the temporary transfer of any person who is a party to the allegation.

All parties to an allegation of sexual harassment will maintain confidentiality with due diligence.

Title: Personnel Management 02: *Internal Investigations (2.04)*

I. Purpose:

A police department must establish a trusting relationship with the community it serves. A reputation for integrity is absolutely necessary for that relationship to flourish. Integrity is established, in part, through aggressive investigation of internal and external complaints. The department also recognizes a desire to provide administrative due process to those members who become the subject of an internal investigation. This directive, therefore, establishes procedures for conducting internal investigations, employee responsibilities as they pertain to internal investigations and the mechanisms for making disposition recommendations and disciplinary decisions.

II. Definition of Formal Complaint:

The term "formal complaint" refers to an investigation that violates policy or law and meets both of the following criteria. These types of allegations must be documented and investigated (2.06.1).

- a. The investigation would result in disciplinary action as defined in Section VII, if the allegation(s) were proven to be true.
- b. The investigation is based upon one of the following conditions.
 1. A person who is the victim of the alleged misconduct has submitted a sworn statement.
 2. A written statement from a person who is a witness to the alleged misconduct.
 3. A written statement from an employee who is the victim of the alleged misconduct.
 4. A written statement from an employee who has reason to believe an administrative violation has occurred in which there is no person who is directly the victim of the alleged misconduct.
 5. An anonymous complaint if the person receiving the complaint submits an affidavit stating that the person making the complaint is truly anonymous.

An employee will not be required to respond in writing or be disciplined under this directive unless one or more of the conditions listed in Section II; Paragraph "b" are met. (2.06) Nothing in this section prohibits a supervisor from conducting a preliminary investigation to determine whether the basis for a formal investigation exists. Any statement made by an employee during such inquiry will be used should a formal investigation result from the inquiry.

III. Investigating Formal Complaints:

Initiation of Complaints. The chief of police will be notified (2.07) and evaluate allegations of employee misconduct brought to his attention and assign them for investigation consistent with the tenets of this directive. Nothing in this directive limits the authority of the chief of police to suspend the investigative process at his or her sole discretion.

Administrative Investigations: All administrative formal investigations into allegations of employee misconduct will follow reasonable rules of due process as established by the department to include the following.

- a. A written notification (2.07) of the allegation(s), including the name of the person(s) making the complaint (if applicable), will be provided to the employee before the employee is required to respond in writing.
- b. The involved employee will be presented with the evidence gathered in the case prior to being required to respond in writing.
- c. Employees will be given forty-eight hours to respond in writing after reviewing the evidence.
- d. Written notification of the outcome of the investigation and any impending disciplinary action(s) (if applicable) will be provided to an employee who is the subject of a formal investigation. The employee will have two full business days from the receipt of the aforementioned documentation to submit a voluntary written response regarding the outcome of the investigation or the impending disciplinary actions to be taken (2.08).
- e. An employee or citizen who files a formal complaint as the victim of the alleged misconduct will be notified in writing (2.10) of the outcome of the investigation. Employees or citizens involved as witnesses will not receive written notification of the outcome of the investigation.
- f. An employee facing termination will be given the opportunity to plead his or her case before the chief of police prior to the termination date. Based on the interview, the chief of police may rescind the termination decision.
- g. The city's grievance procedure serves as the department's appeals process.

Violation of due process protocols may result in disciplinary action against the investigator conducting the investigation. A due process violation does not, however, mitigate or overturn the findings of an investigation.

Criminal Investigations. If the allegations made against a member of the department are criminal in nature, the criminal investigation will be conducted and presented to the district attorney's office. All rights guaranteed a citizen who is the subject of a criminal investigation will be afforded an employee who is the subject of a criminal investigation. The chief of police may request an outside agency to conduct a criminal investigation into allegations made against an employee.

A criminal investigation may be conducted simultaneously with the corresponding administrative investigation. An employee's administrative statement will not be used as evidence in a criminal investigation except as provided by law.

Change of Duty Status. The chief of police reserves the right to relieve of duty, reassign or place on administrative leave any employee in conjunction with an internal investigation or combination of investigations as outlined in this directive.

IV. Definition and Investigation of Informal Complaints. (2.06.1)

For the purposes of this directive, an informal complaint is defined as an inquiry into an allegation that if sustained, would best be addressed through training or supervisory counseling. Training and counseling are not considered to be disciplinary dispositions by the department.

Informal complaints will be investigated by a police supervisor. Employee and witness responses may be verbal and administrative due process protocols do not apply. The police supervisor will reduce his or her findings to memorandum form and submit the completed investigation to the chief of police. The investigation will include at least one of the following recommendations.

- a. Training.
- b. Counseling.
- c. No action required.

Informal investigations will not become part of an employee's permanent personnel file. They will be retained at the departmental level and may become the basis for performance evaluation decisions or be used as factors in determining discipline in conjunction with a formalized internal investigation. Informal investigations will not be considered in other personnel related issues after one year from the date of disposition.

The chief of police may, at his or her sole discretion, reduce a formalized complaint to informal complaint status based on the length of time between the date of incident and the date of reporting. The chief of police may upgrade an informal investigation to formal complaint status consistent with the tenets of formalization listed in Section II. Any statement made by an employee during the investigation of an informal complaint will be used as evidence if the investigation is upgraded by the chief of police.

V. Complaint Disposition:

A complaint may consist of more than one allegation. Each allegation will receive one of the following dispositions.

- a. *Unfounded.* The allegation is proven to be false or not factual.
- b. *Exonerated.* The incident occurred but was lawful and within departmental policy.
- c. *Not Sustained.* The investigation revealed insufficient evidence to either prove or disprove the allegation.
- d. *Sustained.* The investigation revealed sufficient evidence to prove the allegation. An allegation will be sustained if proven based on a finding of fact (2.04.1) during the course of the investigation.

A formal investigation may be initiated based on information obtained from any source. If, however, none of the conditions outlined in Section II Paragraph "b" are met, the allegation will be classified as *Never Formalized*.

VI. Employee Responsibilities:

Reporting Complaints. All employees are obligated to report complaints brought to their attention to a supervisor. Supervisors are obligated to ensure that all allegations of employee misconduct are brought before the chief of police.

Any employee who observes an incident of physical or verbal abuse of any citizen by another employee or the violation of a criminal statute by another employee will immediately take appropriate steps to protect the citizen and / or stop the criminal conduct consistent with protection of the employee's own safety. The chief of police will be notified immediately of the incident and the witnessing employee will immediately reduce their statement to writing.

Nothing in this section prohibits an employee from reporting misconduct directly to the chief of police if the subject of the report is an employee in the reporting employee's chain of command.

Supervisory Responsibilities. The chief of police may designate an employee's first line supervisor to conduct an inquiry into an allegation to determine whether it warrants an investigation consistent with Section III or IV of this directive. The supervisor's findings will be reduced to writing and forwarded to the chief of police. The findings will include a recommendation for disposing of the complaint. This section does not apply to complaints generated by supervisory personnel consistent with the tenets of this directive.

Administrative Orders. Employees are required to obey all lawful administrative orders given them during the course of an internal investigation. Failure to obey a lawful administrative order in conjunction with an internal investigation will be deemed insubordination and may result in termination or other disciplinary action. Lawful administrative orders include, but are not limited to, the following.

- a. Employees will respond to questions regarding the matter under investigation. All responses will be complete and truthful. The responses will be verbal or written according to the guidelines established by this directive.
- b. Employees may be required to be photographed to aid in conducting an internal investigation when the identity of the employee is in question.
- c. Employees may be required to submit to medical or laboratory examination, at the department's expense, when necessary as part of an internal administrative investigation.
- d. A police officer may be required to submit to a polygraph examination, at the department's expense, in certain circumstances. Prior to an officer being ordered to submit to a polygraph, the complainant in the investigation may be required to submit to and pass the examination. If a complainant is not capable of taking a polygraph or there is no person who is the victim of the alleged misconduct, the chief of police may determine that the integrity of the officer and the department warrants the polygraph and order the test. The chief of police will provide written notification to the affected employee, which details the reason for the test prior to the test being administered.

None of the evidence obtained through compliance with the administrative orders listed in this section, or any other administrative order, may be used against an employee during a criminal trial, except as provided by law.

Investigator's Responsibilities. The investigator assigned to conduct a formal investigation will have thirty days (2.05) from assignment to complete and submit the investigation. Should the need arise to extend an investigation completion period the assigned investigator must submit a written request to the Chief of Police for approval. The investigator will collect all pertinent evidence, reduce his or her findings to writing and make a disposition recommendation for each allegation addressed in the report.

The investigator will make every effort to accommodate the parties involved in a particular investigation. Officers will not be interrogated at their homes unless the involved officer agrees to the interrogation. Off duty interrogations will only be conducted when necessary to expedite the investigation and overtime will be granted to the off duty employee. The investigator will be sensitive to the working conditions and personal schedules of persons outside the organization who are witnesses and complainants in internal investigations.

VII. Discipline:

The following are recognized by the department as forms of discipline.

- a. Written Reprimand
- b. Forfeiture of Accrued Vacation
- c. Suspension Without Pay
- d. Demotion for Cause
- e. Termination

The primary factor in determining discipline will be the egregiousness of the misconduct in which the employee has engaged. An employee who engages in repeated instances of minor misconduct will be dealt with consistent with the principles of progressive discipline.

Nothing in this directive alters an employee's at will employment status as defined by City policy.

VIII. Security of Complaints and Internal Investigations:

Completed internal investigations will be kept in a secure filing system in the office of the Chief of Police and held consistent to the current Public Information Act requirements. Only the Chief of Police can authorize any person to view completed sustained investigation files (2.09). Only sustained investigation violations are allowed to be viewed, unless written authorization by all employees is received.

Prohibitions

Police Commissioners are strictly prohibited from the following during the performance of their duties or while representing the police department:

1. Representing oneself as a police officer or law enforcement
2. Carrying a weapon
3. Taking enforcement action to any degree on a criminal violation
4. Conducting follow-up investigations on crimes
5. Directing or supervising Freeport P.D. employees other than reporting and/or providing information for a law enforcement response
6. Driving a Freeport P.D. law enforcement vehicle

Removal from Office

The Chief of Police has the authority to remove a Commissioner from their elected position based on misconduct or a violation of the rules.

Vacancy of Position

Should a sustained vacancy occur for any reason during a Commissioner's term the Chief of Police will appoint a temporary Commissioner or appoint a qualified person to fill the vacant Commissioner position, based on the vacancy situation.

Appeals Process

Any Commissioner may appeal a decision made in accordance with these policies and procedures for the Freeport Police civilian Police Commissioner program. Appeals must be submitted in writing within then [10] days of the decision in writing to the Chief of Police. Upon receipt of the appeal the Chief of Police will coordinate a meeting with the appealing Commissioner, a command level officer in the police department and a non law enforcement city staff director within fifteen [15] days of the receipt of the appeal. The board will hear the appeal from the Commissioner and make a final decision. The decision of the empanelled appellate board will be final.



Council

MEMORANDUM

To: Mayor and City Council

From: Gary Beverly

A handwritten signature in black ink, appearing to read "Gary Beverly".

Re: Budget Calendar / Workshops

Date: June 2, 2008

I would like to set dates for the public budget workshops for the Fiscal Year 2008-2009. Attached is a tentative calendar.

If you have any questions, let me know!

JUNE '2008																																																																						
06/02/08	Monday	Budget Packets available to Department Heads.																																																																				
06/13/08	Friday	Budget Packets and Projections are due. (Don't be late.)																																																																				
06/14/08 - 06/17/08		City Manager reviews initial draft of Budget.																																																																				
06/18/08	Wednesday	Department Heads meet to review proposed Budget / Capital.																																																																				
06/23/08	Monday	Begin review of Departmental Budgets with City Manager.																																																																				
06/23/08 - 06/25/08	DEPARTMENTAL REVIEW	<table border="1"> <thead> <tr> <th>Department</th> <th colspan="3">Tentative Schedule:</th> </tr> </thead> <tbody> <tr> <td>Main Street</td> <td>06/23/08</td> <td>9:00 AM</td> <td>Mary Stotter</td> </tr> <tr> <td>Golf Course</td> <td>06/23/08</td> <td>10:00 AM</td> <td>Pinkney Hartline</td> </tr> <tr> <td>Buildings</td> <td>06/23/08</td> <td>11:00 AM</td> <td>Gary Beverly</td> </tr> <tr> <td>Code Enf / Building Blocks</td> <td>06/23/08</td> <td>11:00 AM</td> <td>Gary Beverly</td> </tr> <tr> <td>Parks & Recreation</td> <td>06/23/08</td> <td>1:30 PM</td> <td>Larry Fansher</td> </tr> <tr> <td>Streets</td> <td>06/23/08</td> <td>1:30 PM</td> <td>Larry Fansher</td> </tr> <tr> <td>Street & Drainage Proj Fund</td> <td>06/23/08</td> <td>1:30 PM</td> <td>Larry Fansher</td> </tr> <tr> <td>Fire / EMS / Emerg Mgt</td> <td>06/24/08</td> <td>9:00 AM</td> <td>John Stanford</td> </tr> <tr> <td>Police / ACO</td> <td>06/24/08</td> <td>11:00 AM</td> <td>Jeff Pynes</td> </tr> <tr> <td>Finance / Municipal Court</td> <td>floating</td> <td>----</td> <td>Gary Beverly</td> </tr> <tr> <td>Water & Sewer</td> <td>floating</td> <td>---</td> <td>Gary Beverly</td> </tr> <tr> <td>Purchasing</td> <td>floating</td> <td>---</td> <td>Gary Beverly</td> </tr> <tr> <td>Urban Renewal</td> <td>floating</td> <td>---</td> <td>Gary Beverly</td> </tr> <tr> <td>Other Funds</td> <td>floating</td> <td>---</td> <td>Gary Beverly</td> </tr> <tr> <td>Economic Development</td> <td>floating</td> <td>----</td> <td>Lee Cameron</td> </tr> <tr> <td>REVIEW / ADJUSTMENTS</td> <td>06/25/08</td> <td colspan="2">CITY MANAGER</td> </tr> </tbody> </table>	Department	Tentative Schedule:			Main Street	06/23/08	9:00 AM	Mary Stotter	Golf Course	06/23/08	10:00 AM	Pinkney Hartline	Buildings	06/23/08	11:00 AM	Gary Beverly	Code Enf / Building Blocks	06/23/08	11:00 AM	Gary Beverly	Parks & Recreation	06/23/08	1:30 PM	Larry Fansher	Streets	06/23/08	1:30 PM	Larry Fansher	Street & Drainage Proj Fund	06/23/08	1:30 PM	Larry Fansher	Fire / EMS / Emerg Mgt	06/24/08	9:00 AM	John Stanford	Police / ACO	06/24/08	11:00 AM	Jeff Pynes	Finance / Municipal Court	floating	----	Gary Beverly	Water & Sewer	floating	---	Gary Beverly	Purchasing	floating	---	Gary Beverly	Urban Renewal	floating	---	Gary Beverly	Other Funds	floating	---	Gary Beverly	Economic Development	floating	----	Lee Cameron	REVIEW / ADJUSTMENTS	06/25/08	CITY MANAGER	
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