

City of Freeport

NOTICE OF PUBLIC MEETING
THE FREEPORT CITY COUNCIL
TUESDAY, SEPTEMBER 7TH, 2010, 6:15 P.M.
MUNICIPAL COURT ROOM

FREEPORT POLICE DEPARTMENT, 430 NORTH BRAZOSPORT BLVD.

AGENDA FORMAL SESSION

1. Call to order.
2. Invocation.
3. Pledge of Allegiance.
4. Consideration of approving the August 26th, 2010 Council Minutes. Pg. 854-857
5. Attending citizens and their business.
6. Joint Public Hearing: The City Council and the Planning Commission of said City will conduct a joint public hearing to consider a proposed amendment to the Comprehensive Zoning Ordinance (and map) of said City, codified as Chapter 155 of the Code of Ordinances of said City, granting to Capitol Telecom a specific use permit to erect and operate a 120 foot communication antennae on a 50 ft. by 50 ft. parcel of land out of Lot 1, Freeport Properties Subdivision, known as 1744 W. 4th Street, within the corporate limits of said City. Pg. 858-868
7. Joint Public Hearing: The City Council and the Planning Commission of said City will conduct a joint public hearing to consider granting to Abundant Life Church a specific use permit to operate a church on Lot 10 & SW/2 Lot 11, Block 600, Velasco Townsite, known locally as 606 North Gulf Boulevard, within the corporate limits of said City. Pg. 869-870
8. Public Hearing: Proposed budget for the fiscal year 2010-2011. Pg. 871
9. Consideration of approving Ordinance No. 2010-2257 adopting a budget for fiscal year 2010-2011 for the City of Freeport. Pg. 872-875
10. Consideration of approving the advertising and resetting a bid date for mowing services. Pg. 876-883
11. Consideration of untabling and adopting or rejecting Resolution No. 2010-2243 approving an amendment to the Urban Renewal Plan of said City. Pg. 884-890
12. Consideration of approving Resolution No. 2010-2244 appointing a representative for the Brazosport Water Authority to serve a two year term. Pg. 891-892

13. Consideration of approving Ordinance No. 2010-2258 enacting and adopting a supplement (S-14) to the Code of Ordinances of the City of Freeport.
Pg. 893-893b
14. Consideration of the approval of designating a city representative and an alternate to the Houston Galveston Area Council General Assembly. Pg. 894
15. Consideration of selling the City's interest on Block 7, Lot 15, Freeport Townsite, known as 814 E. 8th Street, Tax Id. 4200-0129-000. Pg. 895-901
16. Consideration of extending the Texas Gulf Bank, N.A. 200 West 2nd Street, Freeport Texas, lease agreement for a period of five (5) years beginning September 1, 2010 and ending August 31st, 2015. Pg. 902-903
17. Consideration of authoring the Mayor to sign an Interlocal Agreement between Brazoria County and the City of Freeport for road construction. Pg. 904-907

Executive Session:

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:

City Manager

Section 551.071, Government Code

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

Industrial District Contract

Adjourn

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

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

I, Delia Muñoz, City Secretary, for the City of Freeport, Texas certify that this agenda was posted on the official bulletin board/glass door of City Hall, facing the rear parking lot of the building, with 24 hours a day public access, 200 W. 2nd Street, Freeport, Texas, September 2nd, 2010 at or before 5:00 p.m.

Delia Munoz
City Secretary

Joyce Adkins of 102 N. Ave. C commented that it was the poorest set of public hearings she had attended. The Council members didn't question the budget, and felt that Council could not justify an increase. She commented that if you can't afford it, don't buy it.

Jim Pirrung asked for the effective tax rate. Mr. Bob Welch responded to him that it was 0.678416. That's the rate that would bring the City the same amount of tax revenues it received in the previous year. We are going to receive more tax revenues this year because our tax base went up. The City is not changing the tax rate.

There being no further comments or questions, Mayor McDonald closed the Public Hearing at 6:07 p.m.

Adjourn

On a motion by Councilwoman Kent, seconded by Councilwoman Garcia, with all present voting "aye", Council adjourned the meeting at 6:07 p.m.

Delia Munoz
City Secretary

Larry L. McDonald
Mayor

State of Texas

County of Brazoria

City of Freeport, Texas

BE IT REMEMBERED, that the City Council of the City of Freeport met on Thursday, August 26th, 2010 at 6:15 p.m. at the Freeport Police Department, Municipal Court Room, 430 North Brazosport Boulevard, for the purpose of considering the following agenda items:

City Council: Larry L. McDonald
Michelle Kent
Fred Bolton
Nicole Mireles
Norma M. Garcia

Staff: Jeff Pynes, City Manager
Wallace Shaw, City Attorney
Delia Munoz, City Secretary
Nat Hickey, Property Manager
Tyrone Morrow, Chief of Police
Gary Pohl, Marshal
Larry Fansher, Parks Director
Bob Welch, Finance Director
Gilbert Arispe, Administrative Asst.

Visitors: John Stanford Sherri Stanford
Jim Pirrung Dorothy Pirrung
Joyce Adkins Rosa McDonald
Jerry Meeks Eric Hayes
Ken Green

Call to order.

Mayor McDonald called the meeting to order at 6:15 p.m.

Invocation.

Wallace Shaw offered the invocation.

Pledge of Allegiance.

Mayor McDonald led the Pledge of Allegiance.

Consideration of approving the August 16th, 2010 Council Minutes.

On a motion by Councilwoman Kent, seconded by Councilwoman Garcia, with all present voting "aye", Council unanimously approved the August 16th, 2010 Council Minutes.

Attending citizens and their business.

There were no public comments.

Discuss a proposed budget for fiscal year 2010-2011.

City Council, Staff and City Manager met for the sole purpose to discuss the proposed budget for fiscal year 2010-2011. Mr. Pynes reviewed the proposed budget to Council and provided summaries and recommendations and answered questions from audience and council.

John Stanford questioned the letter dated August 19th, 2010 attached to the proposed budget. Mr. Stanford said it was a criminal offense to discuss budgetary staffing reductions in an Executive Session. He said the public had a right to know and should be in an open forum.

Mayor McDonald closed the formal agenda and opened the Executive Session at 8:20 p.m.

Executive Session:

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;

City Manager

Mayor McDonald closed the Executive Session and reconvened the open session at 8:41 p.m.

Adjourn

On a motion by Councilwoman Kent, seconded by Councilman Bolton, with all present voting "aye", Council adjourned the meeting at 8:41 p.m.

Larry L. McDonald
Mayor

Delia Munoz
City Secretary

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

NOTICE

A joint public hearing will be held on Tuesday, the 7th day of September, 2010, at 6:00 o'clock p.m., central daylight savings time, at the Police Department Municipal Courtroom of the City of Freeport, Texas, located at 430 North Brazosport Boulevard, within the corporate limits of said city, in Brazoria County, Texas, at which time and place the City Council and the Planning Commission of said city will conduct a joint public hearing to consider a proposed amendment to the Comprehensive Zoning Ordinance [and Map] of said city, codified as Chapter 155 of the Code of Ordinances of said City, granting to Capitol Telecom a specific use permit to erect and operate a 120 foot communication antennae on a 50 ft. by 50 ft. parcel of land out of Lot 1, Freeport Properties Subdivision, known locally as 1744 W. 4th St., within the corporate limits of said city.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS,
made on the 2nd day of August, 2010.

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

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

C:\Freeport.Zon\Capitol Telecom-Ntc

July 13, 2010

City of Freeport
200 W. 2nd. St.
Freeport, TX 77541

Re: Freeport Business Park
Capitol Telecom
120' Communication Antennae

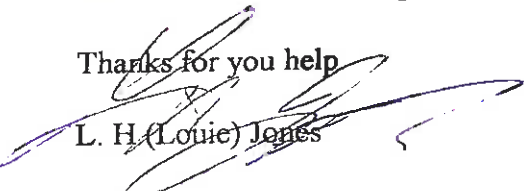
Mayor/City Manager/Council Members;

Capitol Telecom has leased a 50'x50' piece of land from Latigo Land Company to locate 120' communication antennae. We have checked the specifications, location, etc. and believe it does not interfere with our ten existing business tenants. This is a monopole antenna, much like a large flagpole, and is not much higher than the lights at Hopper Field and is much more attractive. The equipment at the bottom of the antenna will be completely surrounded by a wood fence and landscaping.

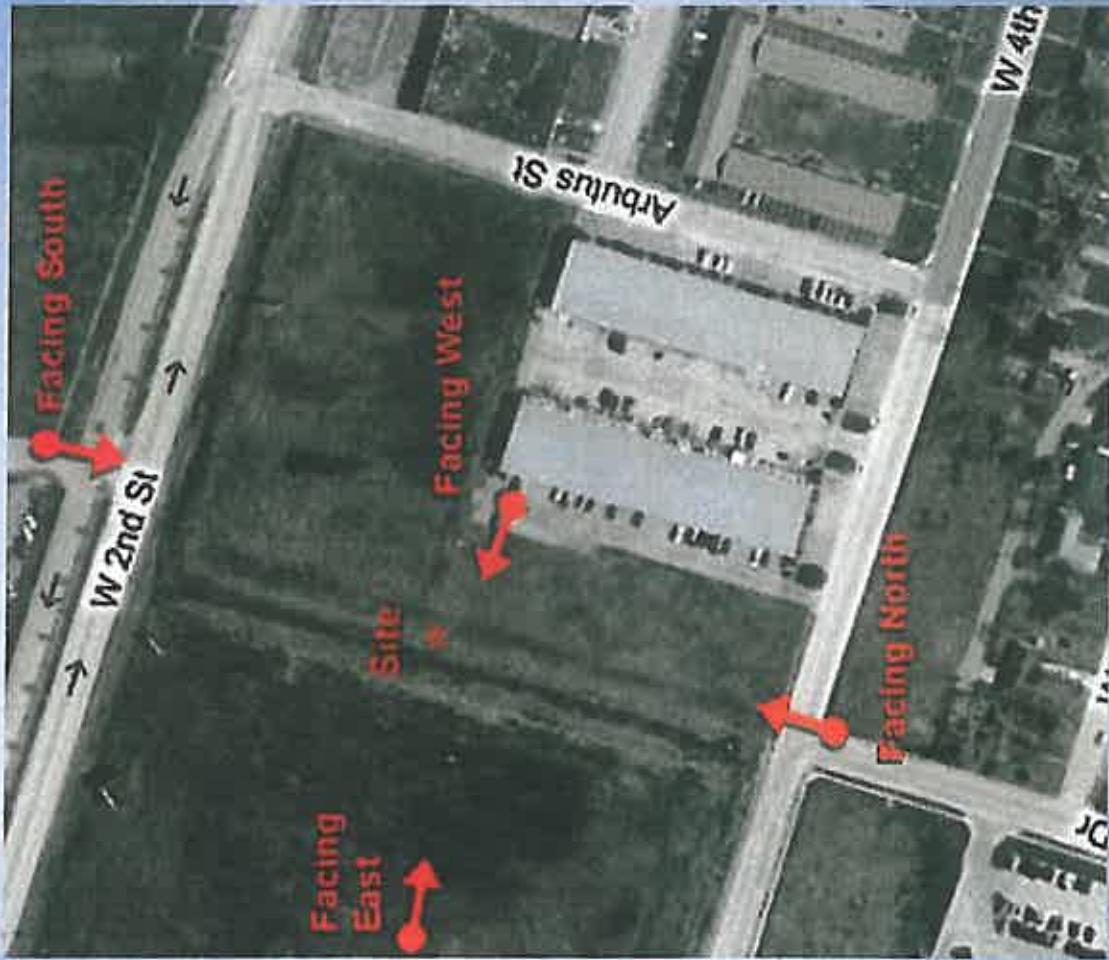
We believe this brings another small business to Freeport. The lease is fifteen years firm, with five options of five years each. We have calculated the value to the City in tax revenue over the life of the lease, and options, and find, subject to the property valuations and future tax rate that the total taxes should be over \$900, 000. with over \$300,000. in city taxes. This is a good tenant for our business park and the city. Remember, neither we, nor the city, have to spend a dime on this lease in the way of maintenance, street repair, water lines, on any thing else making it a very lucrative business for both of us. This particular location, they tell us, is the only location in this immediate area that will enhance cell phone reception for Freeport.

I believe this type of development is not addressed in our zoning ordinance and will require specific use permit from the city. We would like your guidance as to how to proceed. We enclose a computer rendition of how the property looks now and how it will look with the antenna in place.

Thanks for you help


L. H. (Louie) Jones

Freeport
1744 West Fourth St
Freeport, TX 77541



Freeport
1744 West Fourth St
Freeport, TX 77541

Facing North

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EXISTING



Disclaimer: This photo simulation is an artist's depiction and does not represent the actual construction. May vary slightly from the actual construction and rendering from this simulation.

Freeport
1744 West Fourth St
Freeport, TX 77541

Facing North

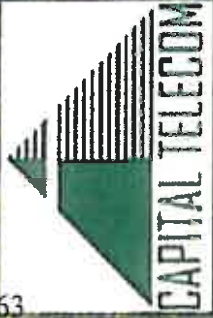
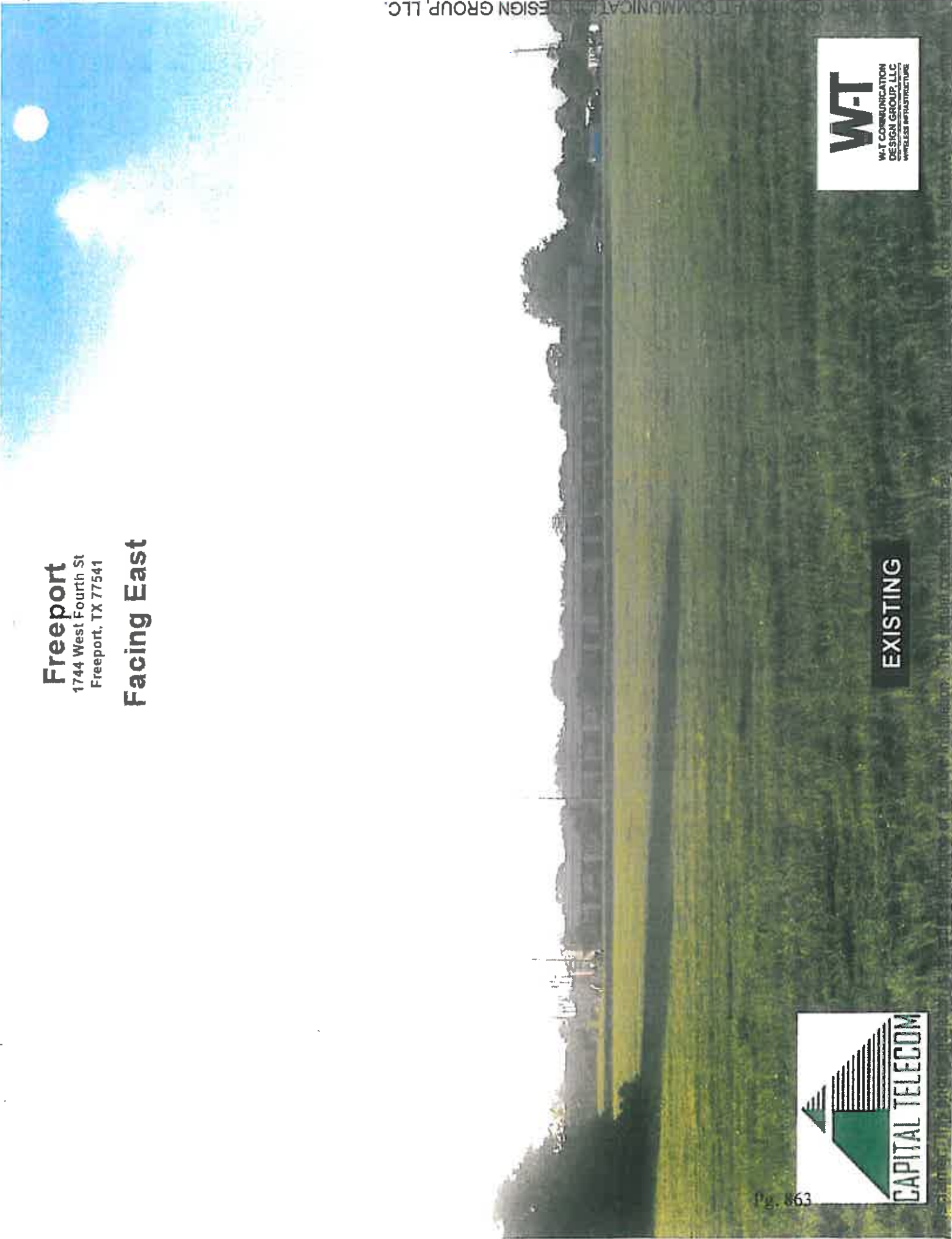


PROPOSED



Freeport
1744 West Fourth St
Freeport, TX 77541

Facing East



EXISTING



Freeport
1744 West Fourth St
Freeport, TX 77541

Facing East



PROPOSED



Disclaimer: This photo simulation is an artist's depiction of a future installation. The actual construction may vary slightly in size, layout, color and texture from this simulation.

Freeport
(744 West Fourth St
Freeport, TX 77541)

Facing South

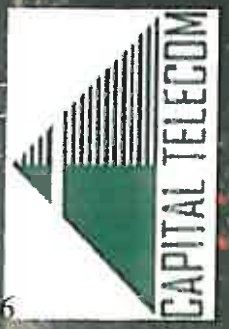


EXISTING



Freeport
1744 West Phillips St
Freeport, TX 77541

Facing South



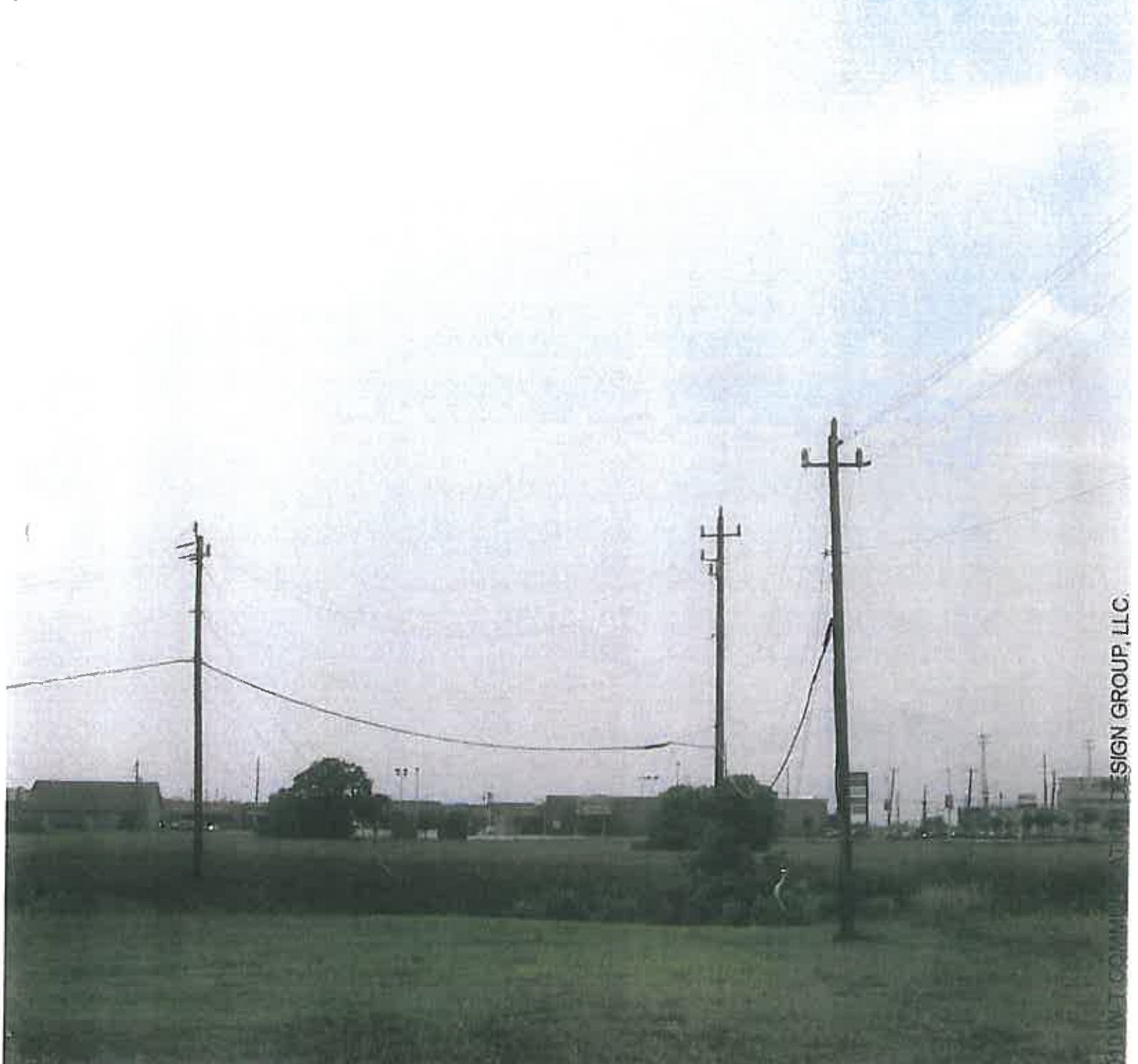
PROPOSED



Freeport

1744 West Fourth St
Freeport, TX 77541

Facing West



W-T COMMUNICATION DESIGN GROUP, LLC



EXISTING

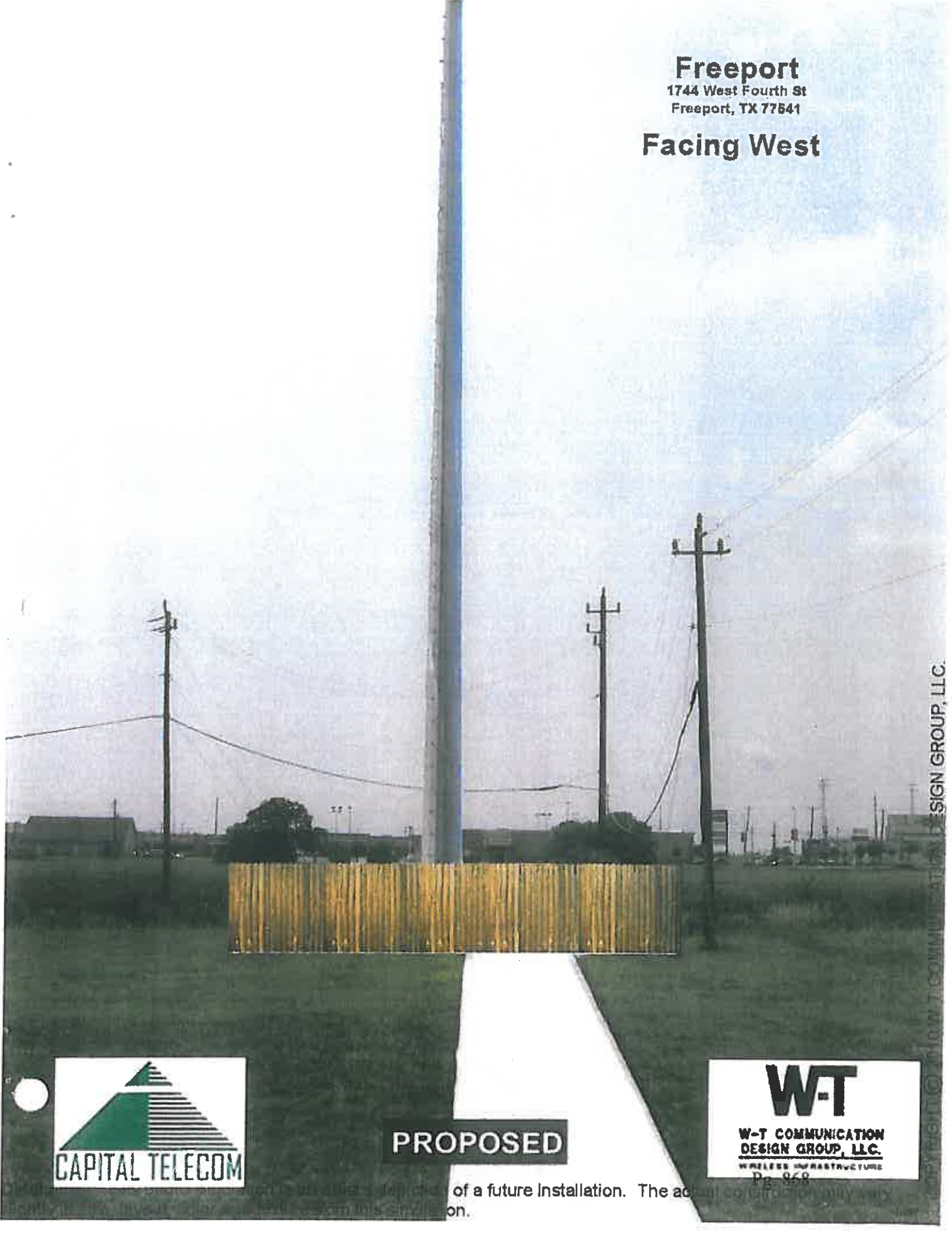


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Freeport

1744 West Fourth St
Freeport, TX 77541

Facing West



PROPOSED

of a future installation. The actual construction will be on.



Pg. 968

W-T COMMUNICATION DESIGN GROUP, LLC.

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

NOTICE

A joint public hearing will be held on Tuesday, the 7th day of September, 2010, at 6:00 o'clock p.m., central daylight savings time, at the Police Department Municipal Courtroom of the City of Freeport, Texas, located at 430 North Brazosport Boulevard, within the corporate limits of said city, in Brazoria County, Texas, at which time and place the City Council and the Planning Commission of said city will conduct a joint public hearing to consider granting to Abundant Life Church a specific use permit to operate a church on Lot 10 & SW/2 Lot 11, Block 600, Velasco Townsite, known locally as 606 N. Gulf Blvd., within the corporate limits of said city.

**BY ORDER OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS,
made on the 2nd day of August, 2010.**

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

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

City of Freeport
Building Department
Phone: 979-233-3526

For Office Use Only

Case Number: _____
Date Filed: _____
P & Z Date: 7-27-10
Council Date: _____

**Application for
Specific Use Permit**

1. Address or general location of site: 606 N. Gulf Blvd.

2. Subdivision _____ Block _____ Lots _____ Acres _____

3. Current Zoning Classification: _____

4. Proposed use of the site (please be specific): Church

5. Reason for requesting a specific use permit: wanting to relocate and remain in Freeport. Our present location at 802 west 5th Freeport, TX is being sold. we love Freeport and want to remain here!

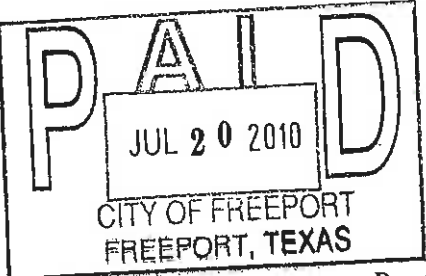
I hereby certify that I am the owner or duly authorized agent of the owner, for the purposes of this application. The application fee of \$150.00 to cover the cost of this specific use permit application has been paid to the City of Freeport on July 21, 2010. I also certify that I have been informed and understand the regulations regarding specific use permits as specified in the Zoning Ordinance of the City of Freeport. I understand it is necessary for me or my authorized agent to be present at both the Planning and Zoning Commission and the City Council public hearings.

Owner's Signature: Rev. Harold A. Jackson

Owner's Name: Rev. Harold A. Jackson

Address: 1406 west 11th St.

City, State, Zip: Freeport, TX 77541 Phone: 979-871-9255 ^{Am.} 979-201-9525 ^{cell}



NOTICE OF PUBLIC BUDGET HEARING

BE IT KNOWN that on Monday, September 7, 2010, beginning at 6:00, p.m., the City Council of the City of Freeport, Texas, will conduct a **PUBLIC HEARING** at the Police Department Municipal Courtroom of the City of Freeport, Texas, located therein at 430 North Brazosport Boulevard, on the **PROPOSED BUDGET** of the City for the **FISCAL YEAR 2010-2011**, which may be **EXAMINED** on request at the Office of the City Manager, 200 West Second Street, Freeport, Texas 77541, during normal business hours. **WRITTEN COMMENTS** concerning the budget must be mailed to arrive at or be delivered in person to the office of the City Manager at such office prior to 5:00 p.m. on the day of such hearing. **VERBAL COMMENTS** will be accepted at the time of the hearing.

Delia Munoz, City Secretary
City of Freeport, Texas

NOTE: Publish once at least fifteen (15) days before the date of the hearing.

ORDINANCE NO. 2010-2257

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; MAKING FINDINGS OF FACT; ADOPTING A BUDGET FOR THE FISCAL YEAR 2010-2011 FOR THE CITY; PROVIDING FOR THE FILING THEREOF; PROVIDING A SEVERANCE CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Article 9 of the Home Rule Charter of the City requires the adoption of an annual budget; and,

WHEREAS, under Section 102.001(b) of the Local Government Code, because the City has a city manager form of government, the city manager is the budget officer of the City municipality and under Section 102.002 of said Code and Chapter 9 of said Charter, the city manager is required to prepare a proposed annual budget for the municipality and, under Section 102.03(a) of said Code and Chapter 9 of said Charter, is required to file the same with the city secretary before the 30th day before the date the governing body of the municipality makes its tax levy for the fiscal year; and,

WHEREAS, under Chapter 9 of said Charter, the governing body of the municipality is required to adopt a budget not later than fifteen (15) days prior to the beginning of the fiscal year; and,

WHEREAS, under Section 102.006(a) and (b) of the Local Government Code and Chapter 9 of said Charter, the governing body of the municipality is required to conduct a public hearing on such proposed annual budget; and

WHEREAS, under Section 102.006(c) of the Local Government Code and Chapter 9 of said Charter, public notice of the date, time and location of such hearing must be given, under Section 102.0065(c) and Section 102.011 of said Code the provisions of said Charter control as to the method of giving such notice and under Chapter 9 of said Charter said notice must be published at least 15 days before the date of such hearing in the official newspaper of the City; and,

WHEREAS, under Section 102.006(b) of the Local Government Code, the public hearing on the proposed annual budget must be held before the date the governing body makes its tax levy for the fiscal year covered by such budget, under Section 102.007(c) of said Code and Chapter 9 of said Charter, at the conclusion of such hearing, the governing body must take action on such proposed annual budget and under Section 102.009(a) of said Code and Chapter 9 of said Charter, the governing body of the City may levy taxes only in accordance with such budget.

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

SECTION ONE (1) - Findings of Fact

In connection with the adoption of the 2008-2009 ANNUAL BUDGET, the City Council hereby makes the following findings:

(1) The proposed budget for the City's Fiscal Year 2010-2011, a copy of which is attached hereto as Exhibit "A", is the result of several workshop meetings, each of which were conducted in accordance with and notice of each of which was given in the manner required by the Texas Open Meetings Act, now codified as Chapter 551 of the Government Code.

(2) On the 28th day of July, 2010, the City Manager filed with the City Secretary the original of such proposed annual budget.

(3) A public hearing on such proposed budget was held on the 7th day of September, 2010, beginning at 6:15 p.m., in the Municipal Courtroom of the Police and Courts Building of the City of Freeport, Texas, located therein at 430 Brazosport Boulevard.

(4) Notice of such hearing was published in the Brazosport Facts, the official newspaper of the City, on the 21st day of August, 2010.

(5) This ordinance is being adopted at the conclusion of such hearing and on the same date as the date on which such hearing was held.

(6) The contingent appropriations in such budget do not exceed three percent (3%) of the total budget appropriations.

(7) The estimated expenditures of the General Fund and Debt Service Fund stated in such budget do not exceed total estimated resources of each fund.

SECTION TWO (2) - Proposed Annual Budget Adopted; Appropriations

The PROPOSED ANNUAL BUDGET for the City's FISCAL YEAR 2010-2011, in its complete form, as heretofore filed with the City Secretary, and with any changes thereto made following such workshop meetings and the public hearing mentioned above, attached hereto and made a part hereof as Exhibit "A", is hereby ADOPTED; and the several amounts set forth therein as proposed expenditures are hereby APPROPRIATED to and for the objects and purposes therein specified.

SECTION THREE (3) - Filing of Copies

A copy of this ordinance and of the attached complete copy of such budget, attached hereto as Exhibit "A", shall be filed with the City Secretary of the City of Freeport, Texas and shall be maintained with the official records of the City. Certified copies thereof shall be filed by the City Secretary with the County Clerk of Brazoria County, Texas and the office of the State Comptroller of Public Accounts for the State of Texas.

SECTION FOUR (4) - Severance Clause

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

SECTION FIVE (5) - Effective Dates

This ordinance shall be effective from and after its passage and the annual budget adopted hereby shall be in effect for the Fiscal Year of the City beginning October 1, 2010, and ending September 30, 2011.


PASSED AND ADOPTED this ____ day of _____, 2010.

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.Ord\2010-2011-Bud-Ord

INVITATION TO BID

NOTICE IS HEREBY GIVEN that the City of Freeport, Texas ("City"), is interested in entering into a contract for the mowing of tracts, parcels and lots on which weeds and grass, or either of them, over twelve (12") inches in height have been allowed to grow in violation of the ordinances of the City.

SEALED BIDS OR PROPOSALS addressed to the City Manager by any person, firm or corporation desiring to enter into such contract will be received at the office of the City Manager located in the City at 200 W. 2nd St., during normal business hours until 2:00 o'clock, p.m., on the 4th day of October, 2010, on which day, beginning at 2:00 o'clock, p.m., all such bids or proposals will be opened and publicly read aloud. Any bid received after 2:00 p.m. on such date will be returned unopened.

A LIST OF THE LOTS TO BE MOWED AND BID SPECIFICATIONS CAN BE OBTAINED UPON REQUEST TO THE CITY'S CODE ENFORCEMENT OFFICE also located in the City at 200 W. 2nd St.

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

BY ORDER OF THE CITY COUNCIL this 7th day of September, 2010.

Delia Munoz, City Secretary
City of Freeport, Texas

MOWING AGREEMENT

This Agreement, by and between the CITY OF FREEPORT, TEXAS, a municipal corporation lying and situated in Brazoria County, Texas, hereinafter “the City”, and the other undersigned, hereinafter called “the Mower” (whether one or more)

1. The Mower hereby agrees, to mow, in a good and workmanlike manner and according to the terms of this contract and the bid specifications, which are incorporated herein by reference, the lots, parcels or tracts of land to be described in a written notices given to the Mower from time to time by the Contract Administrator, and as such mowing scheduled in such notices.

2. All materials, appliances, fixtures, equipment, supplies, machinery, tools supervision of work, labor, insurance, services and any other commodity, item or expense necessary to complete the mowing of such lots, parcels or tracts shall be furnished at Mower’s expense and Mower shall for all purposes be regarded as an independent contractor.

3. Mower agrees to indemnify the City, its officers, agents and employees, from any and all claims for personal injury or property damage made by or for any compensation for labor or materials furnished by any third party, including but not being limited to the Mower or the officer, partner, agent or employee of mower, arising out of or resulting from the mowing of any lot, parcel or tract of land in the City and from all interest, costs of court, attorney’s fees and other expenses incurred by the City, or its officers, agents or employees in connection therewith.

4. The Mower will immediately pay off and discharge the claims of any and all suppliers, materialmen, mechanics and laborers that have not been paid upon notice of the existence of any such claims given by the Contract Administrator; and obtain and file with City Secretary a release thereof.

5. Before signing this contract, the bidder must provide proof of insurance acceptable to the Contract Administrator, and such insurance shall include state required workers compensation and vehicular liability insurance on all vehicles to be used by the bidder as well as comprehensive general public liability and property damage insurance of at least \$250,000.00 for each person, \$500,000.00 for each single occurrence for bodily injury or death and \$100,000.00 for each single occurrence for injury to or destruction of property.

6. Whenever the context so requires, the masculine shall include the feminine and neuter genders and the singular shall include the plural, and conversely.

7. IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT THIS CONTRACT CONTAINS ALL AGREEMENTS, REPRESENTATIONS, COVENANTS AND WARRANTIES, EXPRESSED OR IMPLIED, RELATIVE TO THE OPERATION AND SALE OF THE ABOVE DESCRIBED PROPERTY, AND THE PRICE THEREFORE, AND NO PRIOR AGREEMENT, IF ANY SHALL BE BINDING UPON THE PARTIES HERETO UNLESS CONTAINED HEREIN.

8. Payment of Mower's invoices shall be from current funds of the City only and shall occur when all of the conditions precedent to such payment has been met.

9. If any provision hereof is declared invalid for any reason by the final judgment of a court of competent jurisdiction, such invalidity shall not affect the remaining provisions of this contract but effect shall be given to the intent manifested by the portion held invalid or inoperative.

10. This contract is a personal service contract and is not assignable, in whole or in part, without consent of the City.

11. This contract shall be performable in BRAZORIA County, Texas shall be governed by law of the State of Texas and shall be binding upon the parties hereto as well as their respective heirs, executors, administrators, successors and assigns.

SPECIFICATIONS FOR CONTRACTUAL MOWING

A. GENERAL INFORMATION

1. **Factors Considered in Awarding Bid**, price will not be the only consideration in making the award. Contractors will be evaluated on the basis of price, experience in commercial mowing, city's past experience with service, vendors past performance, and city's evaluation of the vendor's ability.

2. Contract Duration

The contract will extend for a period of one year.

Contract Commencement

The Contractor will be given written notice when to begin mowing. The Contractor will be given the numbers of sites to be mowed and maintained, the number of working days allowed to complete the work and the date when the mowing will be started.

3. Primary Responsibility

The Contractor shall not sub-contract any portion of their contract.

4. Insurance

The successful bidder shall comply with all city insurance requirements.

5. Contractor Administrator

The City of Freeport has designated the Code Enforcement Division as contract administrators with designated responsibility to ensure compliance with contract requirements, such as, but not limited to, acceptance and inspection. The contract administrators will serve as liaison between the City of Freeport, City Manager and Contractor.

6. Payment to the Contractor

After the completion of service, the Contractor shall render to the Code Enforcement Division an invoice for work done.

7. Execution of Contract

Within ten (10) days after the bid is awarded, the successful bidder must execute the attached contract, all the terms and conditions of which form a part of these specifications and are incorporated herein by reference. If the contract is not signed within such time, the City may, in its sole discretion, award the bid to another bidder or reject all bids and re-advertise for new bids.

B. MINIMUM SPECIFICATION FOR CONTRACT MOWING

1. Contractors shall furnish all equipment necessary to complete the contractual obligations.
2. Contractors shall, remove all debris and litter from the premises and dispose of properly. Limbs, branches and other organic matter are also to be removed from premises.
3. The City shall inspect mowing locations to verify quality of work performed and shall notify the contractor within twenty-four hours of inspection of unacceptable performance. Corrections are to be made within seventy-two (72) hours.
4. The Contractor is required to provide and utilize all necessary personal safety equipment.
5. The Contractor will be solely responsible for damages to trees, plants, shrubs, turf, buildings and any other private or public property. Contractor-induced damage shall be rightfully corrected immediately at the contractor's expense. All damages shall be reported within twenty-four (24) hours to the City of Freeport, Code Enforcement Division.
6. Contractors shall adjust mowers to cut at a height of no more than three (3) inches except for tracts over 2 acres, no more than 4.5" minimum. Trimming will be required in the maintenance of all specified areas and grass cut to a height equal to or less than the height of all mowed areas. Edges will be required in the maintenance of specified areas that adjoin curb and sidewalks. All equipment shall be equipped with manufacturer safety equipment and maintained to provide optimum efficiency. All cuttings shall be removed from sidewalks, streets and curbs. Material shall not be blown or swept into streets or drainage inlets.

BIDDING INFORMATION

Contractor shall submit bid on cost based requirements of the City of Freeport. (see general information and minimum specifications for contract mowing).

Contractor Name: _____

Contact Person: _____

Address: _____

Telephone: _____ **Cell No.** _____

Contract bid amount per square foot _____

Per 1/10th of an acre (average lot size) _____

One acre or above _____

**Return this page in a sealed envelope marked MOWING BIDS
to:
City Secretary, 200 W. Second Street, Freeport, Texas 77541.**

BID INVITATION

DATE: October 4, 2010 @ 2:00 P.M.

BID NAME: Mowing Services Contract

City Secretary Office, City of Freeport, 200 West 2nd Street, Freeport, Texas 979-233-3526

Mowing Services Contract: Sealed bid proposals will be received until 2:00 p.m. Monday, October 4th, 2010 in the City Secretary's Department, Freeport City Hall, Freeport, Texas 77541 at which time they will be publicly opened and read.

INSTRUCTIONS TO BIDDERS

1. Sealed bid proposals must be made and received prior to the opening date and time as specified. Late bids will be retained by the City, however they will not be opened nor considered in the evaluation of the bid.
2. Bids shall be plainly marked "Sealed Bid", and shall be marked with the BID NAME as specified above on the outside of a completely sealed enveloped. The enveloped shall be addressed to the City Secretary, City of Freeport, 200 W. 2nd Street, Freeport, Texas 77541. No bid will be accepted via Fax.
3. The City of Freeport, Texas reserves the right to award contracts/bids to either the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City.
4. Bids that deviate from the specifications contained in this bid packet must have full descriptive data accompany it. Such bids shall be considered "Alternate", and shall be identified by the bidder as such.
5. Delivery date of item out of bid, SHALL NOT EXCEED THIRTY CALENDAR DAYS.
6. The City of Freeport, Texas, reserves the right to accept separate items in a bid unless this right is specifically denied by the bidder in writing at the time the bid is submitted.
7. In case of default after bid award, the City of Freeport, Texas may (at the City's option) hold the awarded bidder or contractor liable for any and all resultant increased costs as penalty for such default.
8. The City of Freeport, Texas, reserves the right to accept or reject in part or all of any and all bids. All bids submitted must remain in force for at least (120) calendar days after official opening unless a different period is specified in bid. The City further reserves the right to accept any and all bids with or without trade-ins as specified.
9. The quantities shown may be estimates and may vary according to the requirements of the City of Freeport, Texas, throughout any contract period.
10. Item(s) bid are to be priced net each, including packaging and shipping. Trade-in values of items must be shown separately on bid proposals.
11. The Building and Code Department assumes responsibility for the correctness and clarity of this bid. All information and/or questions pertaining to this bid shall be directed to the Building and Code Department.
12. Any attempt to negotiate on the contents of this bid with the City of Freeport or its representatives prior to award may be grounds for disqualification.
13. The conditions and terms of this bid will be considered when evaluating for award.
14. The City of Freeport, Texas, is exempt from all sales and excise taxes. Tax exemption certificates will be furnished.
15. Descriptive literature of merchandise is requested to accompany a submitted Sealed Bid.
16. Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance with any specifications, instructions, and conditions of bidding shall be construed in the manner most favorable to the City.
17. Bids may be withdrawn at any time prior to the official opening.

RESOLUTION NO. 2010-2243

A RESOLUTION OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; MAKING FINDINGS OF FACT; APPROVING AN AMENDMENT TO THE URBAN RENEWAL PLAN OF SAID 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, hereinafter sometimes "the City," is a "Home Rule City" and a "Home Rule Municipality" lying and situated in Brazoria County, Texas, as described in and defined by Section 5, Article XI of the Constitution of Texas and Section 1.005 of the Local Government Code of Texas, respectively; and,

WHEREAS, Section 374.014 of the Local Government Code and Sections 2.01, 2.02 and Item (u) of Section 3.07 of the Home Rule Charter of the City of Freeport authorize the City Council thereof to adopt the provisions of this Resolution; and,

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 of the City and persons who will reside in the areas being acquired by the City's Urban Renewal Agency.

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

First, the City Council of the City of Freeport, Texas, makes the following findings of fact:

(1) On September 6, 2000, the Planning Commission of the City reviewed and recommended for approval an Urban Renewal Plan, Project One, which included most of the lots and blocks of the Velasco Townsite, as recorded in Volume 32, page 14 of the Deed Records of Brazoria County, Texas, described generally as lying south of the Interceptor Drainage Canal, east of Skinner Street, west of Velasco Boulevard (FM 523) and north of Avenue F.

(2) On September 12, 2000, the Urban Renewal Agency of the City reviewed and recommended such Urban Renewal Plan for approval.

(3) On October 16, 2000, the City Council of the City, by its Resolution No. 1901, approved such Urban Renewal Plan.

(4) On June 24, 2010, the Urban Renewal Agency of the City reviewed and recommended for approval the amendment of such Urban Renewal Plan to create a green belt and/or buffer zone for industrial environments adjoining residential development the block of said townsite hereinafter listed.

(5) July 27, 2010, the Planning Commission of the City reviewed reviewed and recommended such amendment for approval.

(6) Such amendment will not necessitate the relocation of families or individuals because all of the lots included in the blocks of said townsite to be included in such green belt and/or buffer zone are vacant.

(7) The Urban Renewal Plan for Project One, as amended, conforms to the general plan for municipal development of the City.

(8) The Urban Renewal Plan for Project One, as amended, offers the maximum opportunity, consistent with the needs of the City as a whole, for the rehabilitation or redevelopment of the urban renewal area by private enterprise.

Second, the amendment of the Urban Renewal Plan for Project One recommended and approved by the Urban Renewal Agency of the City and the Planning Commission of the City is hereby approved by the City Council and designated Project One-A, which shall consist of the development of the following blocks of the Velasco Townsite as a green belt and/or buffer zone, including but not being limited to the abandonment of rights-of-way for streets and alleys as shown on the above mentioned map or plat of said townsite:

652	653	647	646	614	615
616	611	610	609	580	581
582	583	579	578	577	576
549	550	551	552	547	546
545	544	517	518	519	520
515	514	513	512	94	93
92	77	78	79		

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.


READ, PASSED AND ADOPTED this _____ day of _____, 2010.

Larry McDoald, 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

§ 374.014. Municipal Urban Renewal Plan

(a) A municipality may not prepare an urban renewal plan for an area unless the governing body of the municipality has, by resolution, declared the area to be a slum area, a blighted area, or both, and has designated the area as appropriate for an urban renewal project. The governing body may not approve an urban renewal plan until a general plan has been prepared for the municipality. A municipality may not acquire real property for an urban renewal project until the governing body has approved the urban renewal plan as provided by Subsection (d).

(b) Any person may submit an urban renewal plan to the municipality. The governing body, before approving the plan, must submit the proposed plan to the urban renewal agency and the planning commission, if any, for review and recommendations as to the plan's conformity with the general plan for municipal development. The urban renewal agency and the planning commission shall submit written recommendations relating to the proposed urban renewal plan to the governing body within 30 days after the date the plan is received for review. On receipt of those recommendations, the governing body shall hold a hearing relating to the proposed plan as provided by Subsection (c). If recommendations are not proposed within the 30-day period, the governing body may hold the hearing without recommendations.

(c) The governing body must hold a public hearing on the proposed urban renewal plan before it may approve the urban renewal plan. The governing body shall publish notice of the hearing three times in a newspaper of general circulation in the municipality. The first notice must be published before the 30th day before the date of the hearing. The notice must state the time, date, place, and purpose of the hearing, must generally identify the urban renewal area, and must describe the general scope of the urban renewal project under consideration.

(d) After the hearing, the governing body may approve an urban renewal plan if the governing body finds that:

(1) a feasible method exists for the relocation, in decent, safe, affordable, and sanitary accommodations, of families or individuals who will be displaced from the urban renewal area, without undue hardship to those persons;

(2) the urban renewal plan conforms to the general plan for municipal development; and

(3) the urban renewal plan offers the maximum opportunity, consistent with the needs of the municipality as a whole, for the rehabilitation or redevelopment of the urban renewal area by private enterprise.

(e) An urban renewal plan may be modified at any time. If modified after the lease or sale by the municipality of real property within the urban renewal project area, the modification is subject to the rights at law or in equity of the lessee or purchaser, or that person's successor in interest. If a proposed modification affects the street layout, land use, public utilities, zoning, if any, open space, or density of the area, the modification may not be made until it is submitted to the planning commission and a report is made to the governing body as provided by Subsection (b).

(f) After the municipality approves an urban renewal plan, the provisions of the plan that relate to the future use of the affected property and the building requirements applicable to the property control with respect to that property.

(g) If a building in a good state of repair is located in an urban renewal area and may be incorporated into an urban renewal project pattern or plan for that area, the building may not be acquired without the consent of the owner. If the owner of property in an urban renewal area agrees to use the property in a manner that is consistent with the purposes of the urban renewal plan and if improvements to the property do not constitute a fire or health hazard, that property is not subject to the exercise of eminent domain authority. A property owner may contest before the governing body any exercise of eminent domain authority that affects that person's individual ownership and may appeal to the district court. The review on appeal is by trial de novo.

§ 374.017. Disposition of Property

(a) Subject to the covenants, conditions, and restrictions, including covenants running with the land, that the municipality considers to be in the public interest or necessary to implement this chapter and that are written into the instrument transferring or conveying title, and after the governing body of the municipality approves the urban renewal plan, the municipality may:

(1) sell, lease, or otherwise transfer real property or an interest in real property in an urban renewal area for residential, recreational, commercial, industrial, or other uses, including a public use, and enter contracts relating to the transfer; or

(2) retain the property or interest for public use in accordance with the urban renewal plan.

(b) The original owner from whom property was acquired under this chapter by condemnation or through threat of condemnation has the first right to repurchase the property at the price at which it is offered.

(c) The purchaser or lessee of property transferred under this section, and a successor in interest to such a person, including an assignee, must devote the property to the uses specified in the urban renewal plan and may be obligated to comply with conditions specified in the deed of conveyance, including the requirement to begin any improvements required by the urban renewal plan within a reasonable time.

(d) Real property or an interest in real property subject to this section may only be sold, leased, or otherwise transferred or retained at not less than the fair value of the property for uses in accordance with the urban renewal plan. In determining the fair value, the municipality shall consider:

(1) the uses provided in the urban renewal plan;

(2) any restrictions on and any covenants, conditions, and obligations assumed by the purchaser, lessee, or municipality in retaining the property;

(3) the objectives of the plan for the prevention of the recurrence of slums or blighted areas; and

(4) any other matters that the municipality specifies as appropriate.

(e) The municipality or urban renewal agency may provide in an instrument of conveyance to a private purchaser or lessee that the purchaser or lessee may sell any or all of the unimproved property without profit to the seller. After improving a parcel of real property in accordance with the development plan adopted for the area, the purchaser may sell the parcel before completion of the development of the area or tract purchased, but the sale does not relieve that purchaser from the obligation of completing the development of that area or tract. The purchaser may sell a parcel of land purchased for redevelopment to another person who is obligated to improve the parcel as provided by the development plan for that project if the resale is without profit to the seller and if any subsequent purchaser is required to improve the property as provided by the urban renewal plan and by the conditions contained in the deed of conveyance.

(f) A municipality shall sell real property acquired by the municipality that is to be sold to private developers in accordance with the urban renewal plan as rapidly as is feasible in the public interest and consistent with the goals of the urban renewal plan. An instrument executed by a municipality or by an urban renewal agency that purports to convey any right, title, or interest in any property under this chapter is presumed to be executed in compliance with this chapter with respect to the title or interest of any bona fide lessee, transferee, or purchaser of the property.

(g) A municipality that sells real property in an urban renewal area to a private person must conduct the sale through competitive sealed bids after advertising the offer in the official publication or a newspaper of general circulation. The advertisement must be published once before the 15th day before the date of the sale and must invite bids for the purchase of real property in the urban renewal area either in whole or in parcels as determined by the municipality. Before advertising for bids, the municipality shall adopt as part of the specifications in the general plan of improvement any conditions binding on the purchaser or the purchaser's successors in title, including heirs and assignees. The municipality or urban renewal agency may accept the highest and best responsible bid. The purchase price must be paid in cash. If the municipality or agency determines that the bids received are not satisfactory, it may reject all the bids and readvertise the offer. The urban renewal agency may not sell the property until the price and conditions of sale are approved by the governing body of the municipality. The municipality shall sell any real property acquired in connection with an urban renewal and rehabilitation project within a reasonable time for the purposes applicable to each project, except for the property retained by the municipality for public use. Property to be resold shall be sold within a reasonable time, taking into account the general economic situation at the time of sale.

(h) The municipality may temporarily lease any real property acquired in an urban renewal area, except property that is not fit for human habitation or that is declared substandard by any governmental agency. The lease must provide for a right of cancellation that permits the municipality to sell or dispose of the property for the purposes of this chapter.

(i) The former owner of any real property that is acquired under this chapter and that is not dedicated within a reasonable time to the purposes applicable to the urban renewal project for which it was acquired is entitled, after notice, to repurchase the property at the price for which it was acquired, less any actual damages sustained by the former owner because of the taking of the property, unless the property is devoted to the urban renewal purposes within 60 days after the date the former owner gives the record owner and the municipality written notice of the intention to exercise the right of repurchase. After a repurchase, any buildings placed on or allowed to remain on the property must conform to the pattern and intent of the urban renewal project if the project is completed.

(j) Any purchaser or lessee who is a private developer of any part of the real property acquired under this chapter may use that property as security to finance the development of the property. The purchaser or lessee may execute and deliver to a lender notes, deeds of trust with powers of sale, mortgages, and other instruments required in connection with obtaining and securing the repayment of the loan. The purchaser or lessee has all the rights, titles, and incidents of ownership available to a purchaser or lessee of land generally, and the person is entitled to mortgage and encumber the property for either the purchase price or for improvements in accordance with the objectives of this chapter. Any subsequent owner or lessee who acquires title through foreclosure of a lien given to secure the indebtedness or through a conveyance or assignment in satisfaction of debt takes title subject only to the restrictive covenants related to the use and improvement of the land that are contained in the original conveyance from the municipality. The owner's or lessee's interest is not subject to any condition precedent or condition subsequent that would result in reverter or forfeiture of title or to any restraint as to the amount for which the property may be resold or leased.

(k) Notwithstanding any other provision of this chapter or of any other law relating to competitive bid requirements, a municipality or urban renewal agency may sell urban renewal land for uses in accordance with an urban renewal plan to a public or private nonprofit corporation or foundation. The sale must be for at least the fair market value of the land as determined by the municipality or urban renewal agency.



**BRAZOSPORT
WATER
AUTHORITY**

MEMBER CITIES

ANGLETON

BRAZORIA

CLUTE

FREEPORT

LAKE JACKSON

OYSTER CREEK

RICHWOOD

August 16, 2010

Mr. Jeff Pynes
City of Freeport
200 West Second Street
Freeport, TX 77541

Dear Mr. Pynes:

According to our records, the term for the Brazosport Water Authority representative from your city will expire in September, 2010.

Please make arrangements to appoint or re-appoint a representative from your city to fill this position. New or re-appointed members will be sworn into office at the regular session meeting on September 28, 2010, to serve a two (2) year term.

The Board of the Brazosport Water Authority will be reorganized at the same meeting.

Please inform us by letter of your choice to represent your city.

Sincerely,

Vanessa Rudkin
Administrative Assistant
Brazosport Water Authority
Phone: 979/297-2715
Fax: 979/297-8933
Email: vrudkin@sbcglobal.net

VMR
CC: file

RESOLUTION NO. 2010-2244

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING A QUALIFIED PERSON TO BE A DIRECTOR OF THE BRAZOSPORT WATER AUTHORITY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, the position on the Board of Directors of the Brazosport Water Authority to which STONEY BURKE was heretofore appointed for the unexpired term, which is required to be filled by the City Council of the City of Freeport, Texas ("the City"), expire in September, 2010; and,

WHEREAS, the City Council of the City desires to appoint the below named qualified person to serve on such board.

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

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints the following named qualified person to be a Director of the Brazosport Water Authority for the term which will expire in September, 2012, and until a successor for such appointee shall have been appointed and qualified, to-wit: STONEY BURKE.

SECTION TWO (2): DUTIES

The above named appointee shall perform all of the duties imposed on members of the Board of Directors of said Authority by law.

SECTION THREE (3): OATH OF OFFICE

Before engaging in the performance of the duties of office, such appointee shall take the Constitution Oath of Office as required by law.

READ, PASSED AND ADOPTED this ____ day of September, 2010.

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

ATTEST: _____
Delia Muñoz, City Secretary
City of Freeport, Texas

ORDINANCE NO. 2010-2258

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; ENACTING AND ADOPTING A SUPPLEMENT TO THE CODE OF ORDINANCE OF THE CITY; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION.

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

WHEREAS, pursuant to the provisions of Chapter 53 of the Local Government Code, the City Council of the City by its Ordinance No. 1806, read, passed and adopted on the 9th day of September, 1996, adopted a Code of Ordinance for the City prepared by American Legal Publishing Corporation of Cincinnati, Ohio ("ALP"); and,

Whereas, supplements S-1, S-2, S-3, S-4, S-5, S-6, S-7, S-8, S-9, S-10, S-11, S-12 and S-13 to said Code of Ordinances prepared by ALP have heretofore been adopted by Ordinance Numbers 1817, 1813, 1853, 1888, 2001-1931, 2002-1998, 2003-2024, 2004-2064, 2005-2104, 2006-2136, 2007-2175, 2008-2211-B and 2009-2225 of the City, respectively; and,

WHEREAS, ALP has completed supplement S-14 to said Code of Ordinance containing all ordinances of a general and permanent nature enacted since the adoption of Supplement S-13 and has recommended its adoption by the enactment of this ordinance.

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

First, Supplement S-14 to the Code of Ordinances of the City of Freeport, Texas, as submitted by ALP, and as attached hereto, be and the same is hereby adopted by reference as if set out in its entirety.

Second, such supplement shall be deemed published as of the day of its adoption and approval by the City Council and the City Secretary is hereby authorized and directed to insert such supplement in into the copy of such Code of Ordinances kept on file in the City Secretary's office.

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


READ, PASSED AND ADOPTED this _____ day of _____, 2010.

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.Ord\Code Update S-14

pg 893-6

**DESIGNATION OF REPRESENTATIVE AND ALTERNATE
HOUSTON-GALVESTON AREA COUNCIL
2011 GENERAL ASSEMBLY**

BE IT RESOLVED, by the Mayor and City Council of _____, Texas,
that _____ be, and is hereby designated as its Representative
to the **GENERAL ASSEMBLY** of the Houston-Galveston Area Council for the year 2011.

FURTHER, that the Official Alternate authorized to serve as the voting representative should
the hereinabove named representative become ineligible, or should he/she resign, is
_____.

THAT the Executive Director of the Houston-Galveston Area Council be notified of the
designation of the hereinabove named representative and alternate.

PASSED AND ADOPTED, this _____ day of _____, 2010.

APPROVED:

Mayor

ATTEST:

By: _____



PROPERTY MANAGEMENT

Jeff Pynes
Chief Executive Officer
City Manager

August 17, 2010

Larry McDonald
Mayor

Clan Cameron
Councilmember
Ward A

Jim Phillips
Councilmember
Ward B

Ron Wise
Councilmember
Ward C

Norma Moreno Garcia
Councilmember/
Mayor Pro Tem
Ward D

Jeff Pynes
City Manager

re: Lot 15, Block 7, Freeport Townsite
814 East 8th Street
Tax ID 4200-0129-000

Please place the following item on the September 7, 2010 City Council Agenda:

Discuss / consider the sale of Freeport's interest in lot 15, block 7,
Freeport Townsite known as 814 East 8th Street
Tax ID 4200-0129-000.

Copy of bid, plat, zoning, and aerial photograph attached.

N C Hickey
Property

xc Lacey Powell

/s



Tuesday, August 17 2010

Taxes Due Detail by Year

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Account No.: 42000129000

* Additional Collection Costs

Year	Base Tax Due	as of August 31, 2010		as of September 30, 2010		as of October 31, 2010	
		Penalty, Interest, and ACC* Due	Total Due	Penalty, Interest, and ACC* Due	Total Due	Penalty, Interest, and ACC* Due	Total Due
2001	\$87.70	\$129.16	\$216.86	\$130.14	\$217.84	\$131.17	\$218.87
2000	\$110.11	\$177.34	\$287.45	\$178.58	\$288.69	\$179.88	\$289.99
1999	\$70.59	\$123.43	\$194.02	\$124.24	\$194.83	\$125.05	\$195.64
1998	\$102.73	\$193.80	\$296.53	\$194.98	\$297.71	\$196.16	\$298.89
1997	\$103.52	\$209.57	\$313.09	\$210.77	\$314.29	\$211.95	\$315.47
1996	\$105.53	\$228.22	\$333.75	\$229.40	\$334.93	\$230.64	\$336.17
1995	\$110.86	\$255.04	\$365.90	\$256.32	\$367.18	\$257.59	\$368.45
1994	\$111.51	\$271.93	\$383.44	\$273.20	\$384.71	\$274.48	\$385.99
1993	\$257.47	\$663.38	\$920.85	\$666.33	\$923.80	\$669.31	\$926.78
1992	\$247.32	\$671.34	\$918.66	\$674.21	\$921.53	\$677.05	\$924.37
1991	\$236.31	\$674.08	\$910.39	\$676.78	\$913.09	\$679.53	\$915.84
1990	\$221.20	\$661.50	\$882.70	\$664.05	\$885.25	\$666.59	\$887.79
Total Amount Due:	\$1,764.85	\$4,258.79	\$6,023.64	\$4,279.00	\$6,043.85	\$4,299.40	\$6,064.25

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[Courthouse History](#)

E-mail: roving@brazoria-county.com
 111 E Locust Suite
 Angleton, TX 77515
 (979) 864-1320

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BID ANALYSIS

Cause Number:	5650*198	Account Number:	4200-0129-000
Offer Amount:	\$2,800.00	Value \$:	\$1,400.00
Person Offering:	PORT FREEPORT	Adjudged Value\$:	\$2,800.00

Judgement Information

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

Total \$7,398.99

Costs

Court Costs	\$646.00	Sheriff Fees	
Publication Fees		Research Fees	\$291.40
Ad Litem		Recording fee's	
Liens			0

Total \$937.40

Post Judgement Information

Taxing Entity	Tax Year's	
BC	2000-2008	\$65.78
BCED	2000-2008	\$0.00
Brazosport ISD	2000-2008	\$229.46
BRHND	2000-2008	\$11.94
Brazosport College	2000-2008	\$14.01
Velasco Drainage	2000-2008	\$11.53
City of Freeport	2000-2008	\$128.36

Post Judgment Total \$461.08

Proposed Distribution

Offer Amount	\$2,800.00	Costs + P & J	\$1,398.48
Net to Distribute \$			\$1,401.52

BC	13.17%	\$184.62
BCED	7.72%	\$108.22
Brazosport ISD	36.32%	\$509.01
BRHND	3.69%	\$51.65
Brazosport College	2.39%	\$33.51
Velasco Drainage	5.18%	\$72.59
City of Freeport	31.53%	\$441.92

RECEIVED
AUG 17 2010
PROPERTY MGMT



Lot 15, Block 7 - Zoning



Brazoria CAD

Property Search Results > 208969 CITY OF FREEPORT IN TRUST for Year 2010

Property

Account

Property ID: 208969 Legal Description: FREEPORT, BLOCK 7, LOT 15 SUIT 5650-T98 IN TRUST
 Geographic ID: 4200-0129-000 Agent Code:
 Type: Real

Location

Address: 514 E 8TH ST Mapsco:
 FREEPORT,
 Neighborhood: CITY OF FREEPORT T/S Map ID:
 Neighborhood CD: CFP

Owner

Name: CITY OF FREEPORT IN TRUST Owner ID: 114250
 Mailing Address: 200 W 2ND ST % Ownership: 100.0000000000%
 FREEPORT, TX 77541-5773
 Exemptions: EX

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$2,800	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
		<hr/>	
(=) Market Value:	=	\$2,800	
(-) Ag or Timber Use Value Reduction:	-	\$0	
		<hr/>	
(=) Appraised Value:	=	\$2,800	
(-) HS Cap:	-	\$0	
		<hr/>	
(=) Assessed Value:	=	\$2,800	

Taxing Jurisdiction

Owner: CITY OF FREEPORT IN TRUST
 % Ownership: 100.0000000000%
 Total Value: \$2,800

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	BRAZORIA COUNTY APPRAISAL DISTRICT	0.000000	\$2,800	\$0	\$0.00
CFP	CITY OF FREEPORT	0.708266	\$2,800	\$0	\$0.00
DR2	VELASCO DRAINAGE DISTRICT	0.087130	\$2,800	\$0	\$0.00
GBC	BRAZORIA COUNTY	0.366286	\$2,800	\$0	\$0.00
JBR	BRAZOSPORT COLLEGE	0.175754	\$2,800	\$0	\$0.00
NAV	PORT FREEPORT	0.053500	\$2,800	\$0	\$0.00
RDB	ROAD & BRIDGE FUND	0.060000	\$2,800	\$0	\$0.00
SBR	BRAZOSPORT INDEPENDENT SCHOOL DISTRICT	1.228500	\$2,800	\$0	\$0.00
Total Tax Rate:		2.679436			

Taxes w/Current Exemptions: \$0.00
 Taxes w/o Exemptions: \$75.02

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	S1	PRIMARY SITE	0.1607	7000.00	0.00	0.00	\$2,800	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2011		N/A	N/A	N/A	N/A	N/A
2010		\$0	\$2,800	0	2,800	\$0 \$2,800
2009		\$0	\$2,800	0	2,800	\$0 \$2,800
2008		\$0	\$1,400	0	1,400	\$0 \$1,400
2007		\$0	\$1,400	0	1,400	\$0 \$1,400
2006		\$0	\$1,400	0	1,400	\$0 \$1,400
2005		\$0	\$1,400	0	1,400	\$0 \$1,400
2004		\$0	\$1,400	0	1,400	\$0 \$1,400
2003		\$0	\$1,400	0	1,400	\$0 \$1,400
2002		\$0	\$1,400	0	1,400	\$0 \$1,400
2001		\$2,700	\$1,400	0	4,100	\$0 \$4,100

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page
1	10/3/2001 12:00:00 AM	SD	SHERIFF'S DEED	BURTON LULA B	CITY OF FREEPOR	01	047158

Questions Please Call (979) 849-7792

Website version: 1.2.2.2

Database last updated on: 8/9/2010 9:28 PM

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Larry McDonald
Mayor

Clan Cameron
Councilmember
Ward A

Jim Phillips
Councilmember
Ward B

Ron Wise
Councilmember
Ward C

Norma Moreno Garcia
Councilmember/
Mayor Pro Tem
Ward D

PROPERTY MANAGEMENT

August 23, 2010

Jeff Pynes
Chief Executive Officer
City Manager

Jeff Pynes
City Manager

re: Bank Lease Agreement Extension

Please place the following item on the September 7, 2010, City Council Agenda:

Discuss / consider extension of the Texas Gulf Bank, N.A., 200 West 2nd Street Freeport, lease agreement for a period of five (5) years beginning September 1, 2010, and ending August 31, ~~1015~~ 2015.

It is my understanding that the Bank will release all space occupiend on the 2nd floor and will retain only the space occupied on the west one-half of the 1st floor. All other conditions of the original lease will remain the same.

Sketch of 1st floor plan attached.

N C Hickey
Property

attach

/s



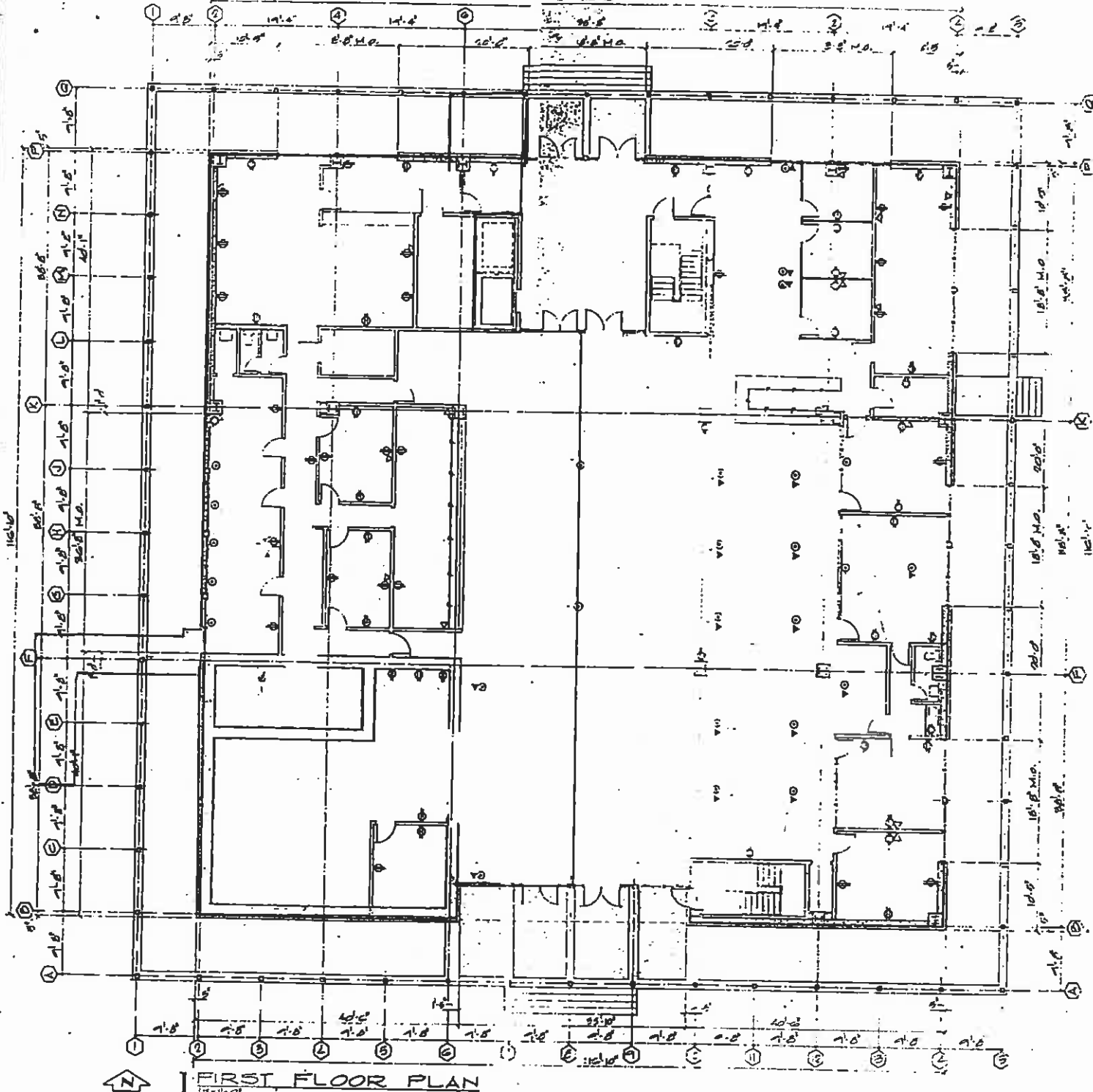


EXHIBIT "A"
 Page 1 of 2 pages

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

INTERLOCAL AGREEMENT

This agreement is made at Angleton, Brazoria County, Texas between BRAZORIA COUNTY, TEXAS acting through its Commissioners' Court (hereinafter "County"), and the CITY OF FREEPORT, acting through its Mayor (hereinafter "City").

NOW THEREFORE, THE COUNTY AND THE CITY agrees as follows:

1.0 The term of this agreement shall be from October 1, 2010, to September 30, 2011. The AGREEMENT may be renewed annually by the written approval of County and City.

1.1 Pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and the Texas Transportation Code, Section 251.012, the County agrees to provide personnel and equipment at its own expense to assist in the construction, improvement, maintenance and/or repair of a street or alley located within the corporate limits of the City of Freeport, subject to the approval of the County Engineer as set forth in Section 1.3, including sub grade preparation, base preparation, asphalt paving, culverts and ditch work, herbicide spraying, painting and striping roads, installation of permanent traffic signs, and other routine road maintenance operations. Any work performed on the City's streets and alleys which are not an integral part of, or a connecting link to, other

roads and highways is allowed if such work is determined to be a benefit to the County by Commissioners' Court. The City will provide materials, including fuel used by the equipment for these projects. All such materials shall be paid for by the City, and may be purchased through the County's suppliers. The City shall reimburse the cost of any work performed or obtained by the County, which is determined to be beyond the scope of this agreement, to the County.

1.2 The county work authorized by this AGREEMENT may be done:

- (1) By the County through use of county equipment;
- (2) By an independent contractor with whom the County has contracted for the provision of certain services and materials, conditioned on the City providing a purchase order to such independent contractor for the full amount of such services or materials.

1.3 During the term of this AGREEMENT when County work is requested, the Mayor of the City shall submit a request in writing to the County Engineer. The County Engineer and the Mayor of the City shall agree in writing as to the location and type of assistance to be provided pursuant to this AGREEMENT. It is expressly understood between the parties that the County shall have no authority or obligation to provide any service or work on any city street or alley not so agreed to in writing. The County Engineer is authorized to sign an acceptance statement for

each project at the appropriate time and authorize the work subject to be completed as the Road and Bridge Department schedules permit.

1.4 The parties intend that the County in performing such services shall act as an independent contractor and shall have control of the work and the manner in which it is performed. The County shall not be considered an agent, employee, or borrowed servant of the City.

1.5 For and in consideration of the above agreement by the County, the City agrees to provide all warning and safety signs and other safety protections as required when such work is being performed by the County.

1.6 The parties further agree that such work and materials are provided by the County without warranty of any kind to the City or any third party, and that the County has no obligation to provide any supplemental warranty work after a project's completion. The City agrees to provide any engineering or design work required for work done pursuant to this agreement.

II.

2.0 To the extent authorized by law, the City hereby agrees to hold harmless the County, its officers, agents and employees from any and all loss, damage, cost demands or causes of action of any nature or kind for loss or damage to property, or for injury or death to persons, arising in any manner from the performance of the above-referenced work.

2.1 Payment for services or materials under this agreement shall be payable from current revenues available to the paying party.

III.

3.0 Either party may terminate this agreement upon thirty- (30) day's written notice to the other party.

3.1 Nothing herein shall be construed to make either party a purchaser or consumer of goods or services from the other.

3.2 Nothing herein shall be construed to create any rights in third parties.

SIGNED AND ENTERED this the _____ day of _____, 2010.

BRAZORIA COUNTY, TEXAS

CITY OF FREEPORT, TEXAS


By: Joe King
Brazoria County Judge

By: Mayor

ATTEST:

CITY SECRETARY