

City of Freeport

NOTICE OF PUBLIC MEETING
THE FREEPORT CITY COUNCIL
MONDAY, DECEMBER 6TH, 2010, 6:00 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 November 15th, 2010 Council Minutes.pg.1110-1114
5. **Recognition** of Freeport Super Feast 2010 volunteers and coordinators.
6. Attending citizens and their business.
7. **Joint Public Hearing:** Conduct a Joint Public Hearing with the Planning Commission concerning proposed amendments of the Comprehensive Zoning Ordinance of the City, codified as Chapter 155 of the Code of Ordinances of the City, by amending Section 155.064 thereof, relating to amendments to said Zoning Ordinances, to add to Division (A) thereof a new item (4) requiring preliminary review of proposed amendments by the Planning Commission relating, to amend Item (1) of Division (B) thereof regarding the calling of a joint public hearing and Item (3) of Division (B) thereof specifying the action to be taken by the Planning Commission at the conclusion of the joint public hearing and to add to Division (B) a new Item (4) requiring all amendments to be embodied in an ordinance adopted by the City Council. pg.1115-1118
8. Discuss and consider whether or not to accept a recommendation from the Planning Commission concerning proposed amendments of the Comprehensive Zoning Ordinance of the City, codified as Chapter 155 of the Code of Ordinance of the City, by amending Section 155.064 thereof, relating to amendments to said Zoning Ordinances, to add to Division (A) thereof a new Item (4) requiring preliminary review of proposed amendments by the Planning Commission relating, to amend Item (1) of Division (B) thereof regarding the calling of a joint public hearing and Item (3) of Division (B) thereof specifying the action to be taken by the Planning Commission at the conclusion of the joint public hearing and to add to Division (B) a new item (4) requiring all amendments to be embodied in an ordinance adopted by the City Council. pg.1115-1118


9. Consideration of approving January 3rd, 2011, for a public hearing to consider designating the following described real property located within the corporate boundaries of the City as a reinvestment zone for the purpose of entering an agreement with the owner or owners thereof granting a tax abatement: S. F. Sulfur Corporation, 608 East Second Street, site modernization project. pg. 1119-1122
10. Consideration of approving January 3rd, 2011 for a public hearing to determine whether or not the structure(s) located on hereinafter described real property located within the corporate limits of the City fail to meet the standards set forth in the Standard Code and is/are thereof “unsafe”, Block 6, Lots 15-21, Velasco Townsite, known locally as 119 South Gulf Boulevard. pg.1123-1125
11. Consideration of approving Ordinance No. 2010-2268 amending Division (F) of Section 121.27 of the Code of Ordinances of said City to require that a storage yard must be maintained by wrecker companies on the wrecker rotation list within the city or within then (10) miles of the intersection of Velasco Boulevard and Second Street. pg. 1126-1128
12. Consideration of authoring the Mayor to sign an Interlocal Agreement for defining 9-1-1 Public Safety Answering Point Boundaries between the City of Freeport, Houston-Galveston Area Council and Brazoria County. pg. 1129-1132
13. Consideration of approving the bids and awarding the landscaping, grounds care and mowing services for portions of the City’s right of way and parks area.pg.1133-1158
14. Consideration of authoring the City Manager to sign a lease-purchase agreement for a street sweeper for the Street department. pg.1159-1164
15. Consideration of approval Resolution No. 2010-2249 appointing a qualified person to fill an unexpired term of Elliott Cundieff on the Economic Development Corporation of said City. pg. 1165
16. Discuss and consider Ordinance No. 2010-2269 amending Chapter 110 of the Code of Ordinances of the City to add an exception to beginning of Section 110.01 relating to definitions, amending Item (2) of Division (B) of Section 110.02 specifying the Public Park or area where City Council approval is not required for the sale or offering for sale of intoxicating beverages, repealing Division (C) of Section 110-02 and Section 110-03 through 110-08 thereof and renumbering Section 110-09 as Section 110-03. pg.1166-1169

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, December 3rd, 2010 at or before 5:00 p.m.


Delia Muñoz/City Secretary
City of Freeport, Texas

State of Texas

County of Brazoria

City of Freeport, Texas

BE IT REMEMBERED, that the City Council of the City of Freeport, met on Monday, November 15th, 2010 at 6:01 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
Gilbert Arispe, Administrative Asst.
Delia Munoz, City Secretary
Nat Hickey, Property Manager
Tyrone Morrow, Chief of Police
Brian Davis, Fire Chief
Larry Fansher, Parks Director
Gary Pohl, Marshal
Angie Degetaire, Marina Manager

Visitors:

Mark Cameron	Annette Sanford
Lila Lloyd	Jerry Meeks
Joyce Adkins	John Stanford
Lucky Gilbert	Manning Rollerson
Jim Pirrung	Dorothy Pirrung
Gregg Frazier	K. M. Wabon
Jack Brown	Will Brooks
Sandra W. Wicke	

Call to order.

Mayor McDonald called the meeting to order at 6:01 p.m.

Invocation.

Will Brooks offered the invocation.

Pledge of Allegiance.

Mayor McDonald led the Pledge of Allegiance.

Consideration of approving the November 1st, 2010 Council Minutes.

On a motion by Councilwoman Garcia, seconded by Councilwoman Kent, with all present voting "aye", Council unanimously approved the November 1st, 2010 Council Minutes.

Attending citizens and their business.

Manning Rollerson stated that he wanted to invest in Freeport and had just purchased the old "Alamo" building. He did not agree with Council implementing a curfew ordinance. He felt it was a way to profile citizens.

Gregg Frazier of Concept West of Texas located at 102 West 8th Street; between 4th St and 8th Street, stated that a year ago, the company went out to investigate who owned the property around their business. His company paid to have it surveyed and a title search. The outcome is that Port Freeport owns part of it and the City owns the right-of-way. It is very important to the growth of their business to purchase the property. The delay has caused significant amount of money and has prevented job growth. He thanked Council for the consideration and placing on the agenda.

Consideration of authorizing the City Manager to request for proposals on potential development on A0033 S. F. Austin, Tract 2A Acres 7.800 Freeport and A0103 M. B. Nuchols, Tract 2D, Acres 5.200.

On a motion by Councilwoman Garcia, seconded by Councilwoman Mireles, with all present voting "aye", Council unanimously approved the City Manager to request proposals on potential development on A0033 S. F. Austin, Tract 2A Acres 7.800 Freeport and A0103 M. B. Nuchols, Tract 2D, Acres 5.200

Consideration of approving a Commercial Tax Abatement application for S. F. Sulfur Corporation, 608 East Second Street, site modernization project.

On a motion by Councilwoman Mireles, seconded by Councilwoman Kent, with all present voting "aye", Council unanimously approved a Commercial Tax Abatement application for S. F. Sulfur Corporation, 608 East Second Street, site modernization project.

Consideration of a request from Will J. Brooks, Parade Chairman of the 25th Annual Dr. Martin Luther King, Jr., Celebration Committee to close portions of the following streets that intersect with East Park, Cherry Street, and 2nd Street to Hwy. 288 to the Freeport Municipal Park during the parade to be held on Monday, January 17th, 2011.

On a motion by Councilwoman Garcia, seconded by Councilwoman Mireles, with all present voting "aye", Council unanimously approved a request from Will J. Brooks, Parade Chairman of the 25th Annual Dr. Martin Luther King, Jr. Celebration Committee, to close portions of the following streets that intersect with East Park, Cherry Street, and 2nd Street to Hwy. 288 to the Freeport Municipal Park during the parade to be held on Monday, January 17th, 2011.

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 owners or owners thereof granting a tax abatement.

- Lots 21 & 22, Block 633, Velasco Townsite of the City of Freeport, Brazoria County, Texas. According to the map of plat of said townsite on file in the Plat Records of said county, known locally as 821 N. Ave. C., Freeport, Texas, 77541.

Mayor McDonald opened the public hearing at 6:18 p.m. 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 owners or owners thereof granting a tax abatement.

There being no further comments or questions, Mayor McDonald closed the public hearing at 6:19 p.m.

Consideration of approving Ordinance No. 2010-2267 designating improvements to land located within the incorporated limits of said City as a reinvestment zone to be known as the Norma & Julio Molina, reinvestment zone.

On a motion by Councilwoman Garcia, seconded by Councilwoman Kent, with all present voting "aye", Council unanimously approved Ordinance No. 2010-2267 designating improvements to land located within the incorporated limits of said City as a reinvestment zone to be known as the Norma & Julio Molina, reinvestment zone.

Consideration of approving Resolution No. 2010-2248 authorizing the execution of a tax abatement agreement for Norma & Julio Molina, 821 N. Ave. C., Freeport, Texas.

On a motion by Councilwoman Kent, seconded by Mayor McDonald, with all present voting "aye", Council unanimously approved Resolution No. 2010-2248 authorizing the execution of a tax abatement agreement for Norma & Julio Molina, 821 N. Ave. C., Freeport, Texas.

Consideration of approving cost proposal for surveying and mapping all of Blocks 33, 34, 35, 36, 39, 40, 41, 42 and the Railroad property between Fourth Street to Eighth Street.

On a motion by Councilwoman Mireles, seconded by Councilwoman Kent, with all present voting "aye", Council unanimously approved the cost proposal estimated of \$4,732.04 for surveying and mapping all of Blocks 33, 34, 35, 36, 39, 40, 41, 42 and the Railroad property between Fourth Street to Eighth Street.

Consideration of authorizing the City Manager to expend funds on the Corridor Beautification Plans on Gulf Boulevard and Velasco.

On a motion by Councilwoman Mireles, seconded by Councilwoman Kent, with all present voting "aye", Council unanimously approved authorizing the City Manager to expend funds on the Corridor Beautification Plans on Gulf Boulevard and Velasco.

Consideration of authorizing the City Manager to expend funds on building male/female restrooms and showers for the marina project.

On a motion by Councilwoman Mireles, seconded by Councilwoman Kent, with all present voting "aye", Council unanimously approved authorizing the City Manager to expend up to \$40,000 funds on building male/female restrooms and showers for the marina project.

Work Session:

Update by Executive Director Jack Brown, on the Southern Brazoria County Animal Shelter.

Jack Brown reported on the shelter activities, programs, adoptions, vaccination and answered Council's questions. Mayor McDonald suggested linking the animal shelter website to the City's.

Discussion regarding a Corridor Beautification Plan.

Mr. Pynes reviewed the Corridor Beautification Plan in Hwy. 288 and Brazosport Boulevard. On Councilwoman Mireles request we have added Velasco Boulevard and Gulf Boulevard to the plan. Mr. Pynes received recommendations from the Parks Department on how to make a green environment. Beautification efforts will be to increase landscaping, shrubs, flowerbeds, planting crepe myrtles, palms, seasonal annuals to add color to flowerbeds, ensuring the visual appeal of the corridor.

Mayor McDonald opened the Executive Session at 6:39 p.m.

Executive Session:

Section 551.071, Government Code

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

- Nicole Mireles – pending litigation
(no action taken)

Mayor McDonald closed the Executive Session and reconvened the formal session at 6:50 p.m.

Adjourn

On a motion by Councilwoman Kent, seconded by Councilwoman Mireles, with all present voting ‘aye’, the meeting adjourned at 6:50 p.m.

Mayor – Larry L. McDonald

City Secretary – Delia Munoz

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

NOTICE

A joint public hearing will be held on Monday, the 6th day of December, 2010, at 6:00 o'clock p.m., central standard 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 the following proposed amendments to the Comprehensive Zoning Ordinance of said city, codified as Chapter 155 of the Code of Ordinances thereof:

Amend Division (A) of Section 155.064 to add as new Item (4):

"(4) Preliminary review by the Planning Commission. An application filed by one or more land owner and accompanying data shall be submitted to the Planning Commission for review. If a majority of the Planning Commission is of the opinion that such application merits a public hearing, on motion duly made and seconded, determine whether a request shall be made to the City Council to call a joint public hearing."

Amend Division (B), Item (1), to read as follows:

"(1) At the request of the Planning Commission, the City Council may call a joint public hearing of the City Council and Planning Commission to consider an amendment initiated by the Planning Commission or by an application of one or more land owners of property affected by the amendment. The City Council shall call a joint public hearing of the City Council and Planning Commission to consider any amendment initiated by the City Council."

Amend Division (B), Item (3) to read as follows:

"(3) Action of the Planning Commission at conclusion of hearing. At the conclusion of the joint public hearing, the Planning Commission shall deliberate and then, upon motion and second, determine by majority vote whether to recommend or not recommend to the City Council the adoption of an amendment which was the subject of such hearing. This recommendation shall be entered upon the minutes of the Planning Commission and communicated to the City Council by the filing of a copy of such minutes with the City Secretary. Provided, however, if the City Council is still in session, such recommendation may be communicated to the City Council by the Chair of the Planning Commission and acted upon by the City Council as provided in Division (C) of this section at that time."

Add a new Item (4) to Division (C) which shall read as follows:

"(4) No amendment adopted by the City Council shall be effective unless and until an ordinance embodying such amendment has been adopted by the City Council. Provided, however, the voting requirements specified in Item (2) of this Division shall apply to the adoption of such ordinance."

BY ORDER OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS,

made on the 1st day of November, 2010.

Delia Munoz, City Secretary,
City of Freeport, Texas

EXISTING PROVISION OF SECTION 155.064

The governing body may, from time to time, amend this chapter by changing the boundaries of districts or by changing any other provision thereof whenever the public necessity and convenience and general welfare require such amendment.

(A) *Application*

(1) *Who may initiate action.* Amendment may be initiated by the City Council or the Planning Commission or by an application of one or more owners of property affected by the proposed amendment.

(2) *Application fee* Each application by a property owner shall be accompanied by a fee as established by the City Council to cover administrative and processing costs. If an applicant withdraws his application prior to publication of joint public hearing by the City Council and Planning Commission, half of the fee will be refunded.

(3) *Accompanying data* An application for an amendment shall be accompanied by an accurate legal description, maps, site plans, drawings and any data necessary to demonstrate that the proposed amendment is in general conformance with the Comprehensive Plan of the city and that public necessity, convenience and general welfare require the adoption of the proposed amendment.

(B) *Joint public hearing.*

(1) Upon filing of the application, the City Council shall call a public hearing on said application to be held jointly before the City Council and the Planning Commission.

(2) *Notice of public hearing.* Written notice of such hearing shall be sent to the owner of the property or his agent and to all owners of real property lying within 200 feet of the property on which the change in classification is proposed, such notice to be given not less than 10 days before the date set for hearing, to all such owners who have rendered their said property for city taxes and the ownership appears on the last approved city tax roll. Such notice may be served by depositing the same properly addressed and postage paid, in the city post office. Notice of the time and place set for the hearing shall also be given by one publication in the official newspaper at least 15 days prior to such hearing.

(3) *Action by Planning Commission at conclusion of hearing.* If at the conclusion of the hearing, the Planning Commission decides to recommend amendment to this chapter to the City Council, said recommendation shall be by resolution of the Planning Commission carried by the affirmative votes of not less than a majority of its total membership. A copy of any recommended amendment shall be submitted to the City Council and shall be accompanied by a report of findings, summary of hearing and any other pertinent data.

(C) *Action by the City Council.*

(1) After the recommendation of the Planning Commission has been received by the City Council, the said Council may, by simple majority vote, recommend disapproval of an application for amendment of the Zoning Ordinance or, in recommending approval of an amendment to the Zoning Ordinance, the City Council may impose such requirements and conditions or changes as they may deem necessary pursuant to § 155.001.

(2) A vote of three-fourths of the City Council is required in order to adopt proposed amendments that have been recommended for disapproval by the City Planning Commission or to adopt proposed amendments that have been recommended for approval by the City Planning Commission against which a written protest has been filed with the City Secretary duly signed and acknowledged by any one of the following:

- (a) The owners of 20% of the land included in the proposed amendment;
- (b) The owners of 20% of the land immediately adjacent to the land included in the proposed amendment and extending 200 feet therefrom;
- (c) The owners of 20% of the land directly opposite the land included in the proposed amendment and 200 feet from the street frontage of such opposite land.

(3) *Effect of denial of application.* In case an application for an amendment to the Zoning Ordinance is denied by the City Council, said application shall not be eligible for reconsideration for one year subsequent to such denial. A new application affecting or including all or part of the same property must be substantially different from the application denied, in the opinion of the Planning Commission, to be eligible for consideration, within one year of the denial of the original application.

PROPOSED AMENDMENTS

Amend Division (A) to add a new Item (4) to read as follows:

"(4) *Preliminary review by the Planning Commission.* An application filed by one or more land owner and accompanying data shall be submitted to the Planning Commission for review. If a majority of the Planning Commission is of the opinion that such application merits a public hearing, on motion duly made and seconded, determine whether a request shall be made to the City Council to call a joint public hearing."

Amend Division (B), Item (1), to read as follows:

"(1) *Calling a joint public hearing.* At the request of the Planning Commission, the City Council may call a joint public hearing of the City Council and the Planning Commission to consider an amendment instantiated by the Planning Commission or by an application of one or more land owners of property affected by the amendment. The City Council shall call a joint public hearing of the City Council and the Planning Commission to consider any amendment initiated by the City Council."

Amend Division (B), Item (3), to read as follows:

"(3) *Action of the Planning Commission.* At conclusion of hearing. At the conclusion of the joint public hearing, the Planning Commission shall deliberate and then, upon motion and second, determine by majority vote whether to recommend or not recommend to the City Council the adoption of an amendment which was the subject of such hearing. This recommendation shall be entered upon the minutes of the Planning Commission and communicated to the City Council by the filing of a copy of such minutes with the City Secretary. Provided, however, if the City Council is still in session, such recommendation may be communicated orally to the City Council by the Chair of the Planning Commission and acted upon by the City Council as provided in Division (C) of this section at that time."

Amend Division (C) to add a new Item (4) to read as follows:

"(4) No amendment adopted by the City Council shall be effective unless and until an ordinance embodying such amendment has been adopted by the City Council. Provided, however, the voting requirements specified in Item (2) of this Division shall apply to the adoption of such ordinance."

REASONS FOR AMENDMENTS

The Planning Commission should have an opportunity to make an initial review and decide whether or not an application merits a joint public hearing before requesting a joint public hearing. This sequence is assured by adding the above suggested new Item (4) to Division (A) and amending Item (1) of Division (A) as provided above. Preserving the existing provisions of Division (A), Item (1), allowing the City Council to initiate the amendment processes, if it so chooses, protects against the Planning Commission dominating the amendment process.

In its present form, Division (B), Item (3), requires that the recommendation of the Planning Commission be expressed by the adoption of a resolution by the Planning Commission and the submission of a report of findings and other pertinent data. No mention is made of what the Planning Commission should do if it does not want to recommend an amendment. I believe this process could be simplified by amending Division (B), Item (3) as provided above.

It is basic municipal law that an ordinance cannot be amended except by the adoption of another ordinance. Therefore, in order to clarify this with respect to the amendment of the zoning ordinance, I suggest that the above new Item (4) be added to Division (C).

NOTICE OF PUBLIC HEARING

The City Council of the City of Freeport, Texas, will hold a public hearing on Monday, the 3rd day of January 2011, 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 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:

Improvements located on the old Stauffer Sulphur Co.
land, known locally as 608 E. 2nd St., Freeport, Texas.

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

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

By order of the City Council this 6th day of December, 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 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.

APPLICATION FOR TAX ABATEMENT
COMMERCIAL/INDUSTRIAL

This application should be filed at least ninety (90) days prior to the beginning of construction or the installation of equipment. This application will become part of any later agreement or contract and knowingly false representations thereon will be grounds for the voiding of any later agreement or contract.

Original copy of this application and attachments should be submitted to:

City Manager
City of Freeport
200 West Second Street
Freeport, TX 77541

APPLICANT INFORMATION

Company Name: S.F. Sulfur Corp. Submittal Date: 10/29/10

Address: 608 East Second Street, Freeport, TX 77541

Name/Address/Telephone of Company contact on this project:

Randy Dunlap - 1300 Spring Creek Road.
Bainbridge GA 39817 229-416-7239 (cell)

PROJECT INFORMATION

Check type of facility to be abated:

Manufacturing Regional Distribution
Regional Service Regional Entertainment Center
Research Other Basic Industry

Proposed facility address and legal description: (attach exhibit if necessary):

608 East Second Street 1) Plant Furniture, Equipment - Other Personal Property
Freeport, TX 77541 2) A 0028 S.F. Austin Tract A1-C, Freeport - Acres = 13.800

Attach a map showing the site. (Attach as Exhibit)

Proposed facility located in the following taxing jurisdictions:

School District Brazoria Independent School District
Drainage District Velasco Drainage District
City City of Freeport
Other Taxing Jurisdictions: Brazoria County
Port Freeport

Describe product or service to be provided: Sulfur

This application is for a: New Facility Expansion

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PROJECT DESCRIPTION

Please attach a statement which:

- 1. fully explains the project;
- 2. describes the site and existing improvements;
- 3. describes all proposed improvements;
- 4. provides a list of improvements and fixed equipment for which abatement is requested.

ECONOMIC IMPACT INFORMATION

A. Estimated cost of improvements:

Real Estate : \$ 350,000

Personal Property : \$ 650,000

B. Permanent employment estimates:

If existing facility, current plant employment: 13
 Estimated number of jobs retained: ~~()~~ jobs created: () 13
 Number of employees anticipated at start up: ~~()~~ within 1 yr. () 13

C. Construction employment estimates:

Construction to start: Month: 10 Year: 2010
 Construction to be completed: Month: 6 Year: 2011
 Number of construction jobs anticipated: At start: 5
 Peak 20 Finish: 6

D. School District impact estimates: (for projects over \$5,000,000)

Number of families transferred to area: N/A

Number of students added to ISD: N/A

E. City Impact estimates:

Volume of treated water required from city: 130,000 gal/mo.
 Volume of effluent water to be treated by city: 13,000 gal/mo

Has permitted been started? Yes () No ()

F. Estimated appraised value on site:

	LAND	PERSONAL PROPERTY	IMPROVEMENTS
Valuation of existing property as of January 1, preceding this abatement Application		\$ 570,190	\$ 683,580 \$ 0
Valuation of Personal Property and Improvements, not subject to Abatement, excluding exempt Pollution Control Equipment, upon completion of the project subject to this application		\$ 0	\$ 0 \$ 0
Estimated value, upon completion of project of exempt pollution control equipment.		\$ 570,190	\$ 0 \$ 0
Estimated value of abated improvements after abatement agreement expires		\$ 579,196	\$ 1,000,000 \$ 0

G. Statement of planned efforts to use City of Freeport Vendors and services:

Please attach a statement describing willingness and planned efforts to use qualified City of Clute vendors and services where applicable in the construction and operation of the facility.

DECLARATION

To the best of my knowledge, the above information is an accurate description of project details.

E. Monty Caldwell
Company Official Signature

E. Monty Caldwell CFO
Printed Name and Title of
Company Official

10/29/10
Date Signed

NOTICE OF PUBLIC HEARING

**TO ALL PERSONS IN INTEREST, CITIZENS, CORPORATIONS,
FIRMS AND THEIR AGENTS AND ATTORNEYS:**

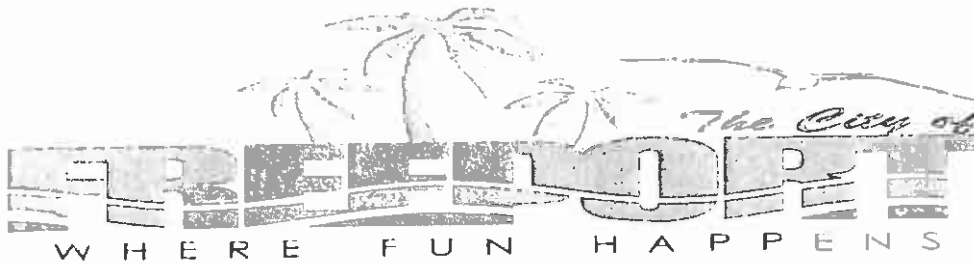
A Public Hearing will be held in the Police Department Municipal Courtroom of the City of Freeport, Texas, ("the City") located therein at 430 North Brazosport Boulevard, Freeport, Texas, beginning at 6:00 o'clock, p.m., on Monday, the 3rd day of January , 2011, by the City Council of the City of Freeport, Texas, sitting as the Board of Adjustments and Appeals under the Standard Unsafe Building Abatement Code adopted by Sections 150.025 and 150.026 of the Code of Ordinances of the City (hereinafter "the Standard Code"), for the purpose of determining whether or not the structure(s) located on hereinafter described real property located within the corporate limits of the City fail to meet the standards set forth in the Standard Code and is/are therefore "unsafe" as that term is defined in the Standard Code:

**Lots 15-21, Block 6, Velasco Townsite,
City of Freeport, Brazoria County, Texas,
known locally as 119 S. Gulf Blvd.**

BY ORDER OF THE CITY COUNCIL this 6th day of December, 2010.

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

PUBLISH ONCE NOT LESS THAN FIFTEEN (15) DAYS BEFORE HEARING



INTER OFFICE MEMORANDUM

TO: Jeff Pynes (City Manager)

FROM: Kola Olayiwola (Building Codes Official)

CC: Wallace Shaw (City Attorney)
Gilbert Arispe (Assistant to the City Manager)

DATE: November 30th, 2010 *K. Olayiwola*

SUBJECT: Justification on needs for a new Public Hearing
119 S. Gulf Blvd. (Gulf Motel)

As a result of some unforeseen circumstances, and new material facts that have surfaced while processing 119 S. Gulf Blvd. (Gulf Motel) for possible demolition, the City Attorney and the Building Official have unanimously concurred that scheduling a new Public Hearing on the proposed demolition of the Gulf Motel, would be in the best interest of the City.

Below are the specific issues that make it necessary for us to schedule a new Public Hearing:

- The notification sent out on the intent to demolish the subject property should have been directed to the Dormant Corporation known as "Gulf Boulevard Motel, Inc." because the property was deeded to that corporation and not to Mr. Robert Lee Davis, individually. Section 302.1.1 of the Standard Unsafe Building Abatement Code, adopted by Section 150.025 of the Code of Ordinances, requires that the notice be "...directed to the owner of record of the building and structure." However, his name should continue to be on the notice because he is the registered agent of that corporation.

- While the notice that was sent had the correct street address for the property, it contained an incorrect legal description. Section 302.1.1(1) requires that the notice contain, "...the street address and legal description of the building, structure or premises." (Emphasis added). The legal description used in the notice was Lots 19-24, Block 16, Velasco Townsite, whereas the legal description in the deed conveying the property to the dormant corporation is Lots 13-21, Block 6, Velasco Townsite. Thus, the notice of the prior hearing was defective, rendering the validity of the prior hearing subject to attack in court.
- The legal description used in the notice of a new hearing should exclude Lots 13 & 14 of Block 6, Velasco Townsite. Although included in the above mentioned deed, Lots 13 and 14 are vacant lots and no part of the buildings or structures sought to be demolished are located on these lots. Further, according to the commitment issued by Great American Title Company, the title to Lots 13 & 14 are clouded by later deeds which purport to convey these lots to a third person and require that a quitclaim deed be obtained from that person before it will guarantee title to those lots in the corporation. Mr. Davis and others have been unable to locate this other person to request that he sign a quitclaim deed. If we include Lots 12 & 14, this person will have to be included in this proceeding. This can be avoided by simply excluding these lots.

When the new Public Hearing is executed, it will validate corrections of the items enumerated above, and this will put the City at a better position in defending any challenges that may develop after the demolition of the referenced property.

Thank you for your understanding.

ORDINANCE NO. 2010-2268

AN ORDINANCE OF THE CITY OF FREEPORT, BRAZORIA COUNTY, TEXAS; AMENDING DIVISION (F) OF SECTION 121.27 OF THE CODE OF ORDINANCES OF SAID CITY TO REQUIRE THAT A STORAGE YARD MUST BE MAINTAINED BY WRECKER COMPANIES ON THE WRECKER ROTATION LIST WITHIN THE CITY OR WITHIN TEN (10) MILES OF THE INTERSECTION OF VELASCO BOULEVARD AND SECOND STREET; PROVIDING A SEVERANCE CLAUSE; PROVIDING SAVINGS CLAUSES; PROVIDING THAT ANY PERSON VIOLATING ANY PROVISION OF THE CODE OF ORDINANCES OF SAID CITY, AS AMENDED BY THIS ORDINANCE, SHALL BE GUILTY OF A MISDEMEANOR AND PUNISHED AS PROVIDED IN SECTION 10.99 OF SAID CODE; PROVIDING THAT EACH DAY ANY SUCH VIOLATION SHALL CONTINUE OR OCCUR SHALL BE A SEPARATE OFFENSE; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS DESCRIPTIVE CAPTION HAS BEEN PUBLISHED TWICE IN THE BRAZOSPORT FACTS.

WHEREAS, 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 of Texas, Paragraphs 2, 3 and 6 of Article 1175 of the Revised Civil Statutes of Texas (1925) and Sections 2.01, 2.02 and Item (k), (p) and (u) of Section 3.07 of the Home Rule Charter of the City authorize the City Council thereof to adopt the provisions of this Ordinance; and,

WHEREAS, the adoption of this ordinance is necessary to the health, safety and general welfare of the inhabitants of the City and persons using the public streets therein.

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

First, Division (F) of Section 121.27 of the Code of Ordinances of the City is hereby amended to read as follows:

"(10) A storage yard under this chapter shall be maintained for the convenience of the public within the City or within ten miles of the intersection of Velasco Boulevard and Second Street."

Second, any person violating the Code of Ordinances of the City, as amended by this ordinance, shall be guilty of a misdemeanor and upon conviction therefor assessed a fine as prescribed in Section 10.99 of said Code; and each day such violation continues and each part of any day any such violation occurs shall constitute a separate offense.

Third, 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.

Fourth, this ordinance is cumulative of and in addition to all other ordinances of the City on the same subject. Provided however, where this ordinance and another ordinance conflict or overlap, whichever imposes the more stringent regulations or penalties, as the case may be, shall prevail.

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

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 the descriptive caption of this ordinance has been published twice in the Brazosport Facts, the official newspaper of the City.

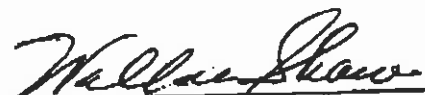
READ, PASSED AND ADOPTED this _____ day of _____, 2010.

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 of Attorney,
City of Freeport, Texas

C\Freeport.Ord\Wreck Ord-#4Am

RICHARD MAGNESS
First Assistant
MARY ALDOUS
Chief - Criminal Division



JIM WIGINTON
Chief - Civil Division
JOHN BLANKENSHIP
Chief Investigator

JERI YENNE
CRIMINAL DISTRICT ATTORNEY
BRAZORIA COUNTY

November 16, 2010

Mayor Larry L. McDonald
The City of Freeport
200 West Second Street
Freeport, Texas 77541

Dear Mayor McDonald:

Enclosed please find three original copies of the Interlocal Agreement for Defining 9-1-1 Public Safety Answering Point Boundaries between the City of Freeport, Houston-Galveston Area Council and Brazoria County, Texas. These documents have been approved by the Brazoria County Commissioners' Court and signed by Judge King for Brazoria County.

Please sign, date and return the three original copies to our office. We will forward the Agreements to Houston-Galveston Area Council for their signature. Once the Agreements have been executed by all parties you will receive an original Agreement for your records.

If you have any questions please feel free to contact our office.

Sincerely,

A handwritten signature in cursive script that reads "Roxanne Nelson".

Roxanne Nelson

Enclosures

COUNTY COURTHOUSE, 111 E LOCUST, SUITE 408A, ANGLETON, TEXAS 77515

Angleton Area (979) 864-1233	Brazosport Area (979) 388-1233	Houston Area (281) 756-1233	Fax-Criminal Division (979) 864-1525	Fax-Civil Division (979) 864-1712	Fax-CPS Division (979)-849-8914
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**INTERLOCAL AGREEMENT
FOR
DEFINING 9-1-1 PUBLIC SAFETY ANSWERING POINT BOUNDARIES**

This Interlocal Agreement ("Agreement") is entered into this 21 date of October, 2010 between Houston – Galveston Area Council [entity: Freeport ("City"), a Regional Planning Commission of the State of Texas, acting by and through its governing body, the City Council of the City of Freeport; Brazoria County ("County"), a political subdivision of the State of Texas, acting by and through its governing body, the Commissioners Court], and Houston-Galveston Area Council [entity: Brazoria County ("County"), a Regional Planning Commission of the State of Texas, acting by and through its governing body, the County Commissioners of Brazoria County ("County"), a political subdivision of the State of Texas, acting by and through its governing body, the Commissioners Court] (collectively hereinafter referred to as the "Parties").

WHEREAS, Texas Government Code Chapter 791 (Interlocal Cooperation Contracts) authorizes local governments to contract with one another in order to increase the efficiency and effectiveness of governmental functions and services;

WHEREAS, each of the Parties are local governments as defined by Texas Government Code § 791.003(4).

WHEREAS, the Parties seek to work together in intergovernmental cooperation to insure that the Public Safety Answering Point ("PSAP") boundary between them is accurate and does not conflict. For purposes of this Agreement, a PSAP boundary is the geographic area that is served by a single PSAP.

NOW, THEREFORE, the Parties enter into this Agreement as follows:

1. Background and Purpose. The State of Texas is anticipating the use of geospatial data for the routing of 9-1-1 calls in its Next Generation 9-1-1 environment. PSAP boundaries are an important factor in identifying consistent and accurate routing of all 9-1-1 calls.

The purpose of this Agreement is to identify the PSAP boundary between the Parties' regions for purposes of routing 9-1-1 calls to the appropriate single PSAP.

2. Deliverables. The Parties agree to the following boundary description:

See attached map

The Parties agree to review the PSAP boundary established by this Agreement every year and to amend this Agreement if any adjustments are necessary to insure the continued accurate routing of 9-1-1 calls.

3: Political Boundaries and Fees. The PSAP boundaries defined in this Agreement will not cause any change to the Parties' existing political boundaries or collected 9-1-1 revenues.

4. Effective Date. This Agreement shall be effective as of the date it is signed by both Parties and shall remain in effect until it is terminated by written notice of either Party.

This Agreement constitutes the entire agreement between the Parties and supersedes any and all oral or written agreements between the Parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both Parties.

The following Attachments are a part of this Agreement:

Map: Freeport Police Department PSAP boundary

This Agreement is executed in duplicate originals.

Brazoria County
111 East Locust
Angleton, Texas 77515

Freeport Police Department
430 North Brazosport Blvd.
Freeport, Texas 77541

By:  _____

By: _____

Printed Name: E. J. King

Printed Name: _____

Title: County Judge

Title: _____

Date: 11-10-10

Date: _____

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120
Houston, Texas 77027

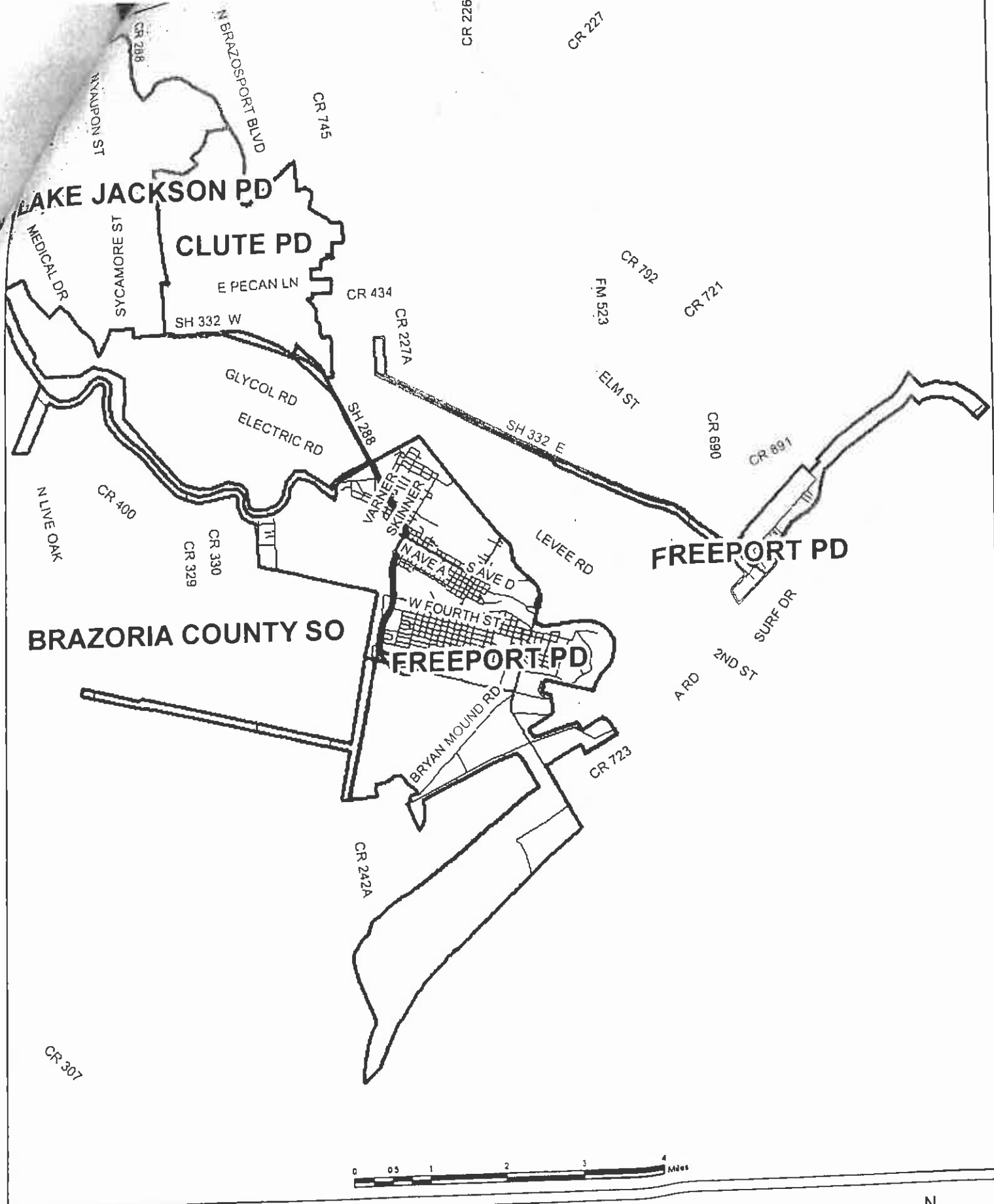


By: _____

Printed Name: _____

Title: _____

Date: _____



Houston - Galveston Area Council
H-GAC Data Services GIS - 2010

FREEPORT PD

Brazoria County PSAP Boundaries



INTEROFFICE MEMORANDUM

TO: JEFF PYNES, CITY MANAGER
FROM: LARRY FANSHER, PARKS & RECREATION DEPARTMENT
SUBJECT: MOWING/GROUNDS CARE/FLOWER BED MAINTENANCE BID RECOMMENDATION
DATE: 12/1/2010

The City of Freeport appropriated funding in this fiscal year for contract services along portions of Hwy 288 to include mowing, grounds care and flower bed maintenance.

Two companies provided rates for their services in response to the city's bid advertisement. Prices were comparable in most of the specified service locations.

The Parks Department recommends awarding the mowing, grounds care and flower bed maintenance contract to Southern Oak Services, LLC. This company employs locals as their maintenance operation is located within 25 miles of Freeport and come with good references. They have a long history of providing dependable service to numerous entities including the Bay City Housing Authority, Van Vleck ISD, Brazosport Regional Health System and the Brazos Mall. They have provided grounds care services for the City of Lake Jackson for the last 14 years.

We recommend Southern Oak Services, LLC begin providing grounds care service in January 2011 once the bid is awarded.

CONTRACTOR REFERENCES

Customer Name: Brazosport Regional Health System		Title Plant Supervisor
Contact: Joe Partlow	Phone No.: 979-285-1828	
Address: 194 Abner Jackson Parkway, Lake Jackson, TX 77566	Length of Service: 14 Years	
Scope of Work: 15 Acres		

Customer Name: Johnson Enterprises		Title Owner
Contact: Jan Clute	Phone No.: 979-849-8896	
Address: 1741 E. Henderson RD, Angleton, TX 77515	Length of Service: 12 Years	
Scope of Work: 35 Acres		

Customer Name: Brazos Mall		Title General Manager
Contact: John McGreevey	Phone No.: 979-297-8005	
Address: 100 Hwy 332 W., Ste# 1022, Lake Jackson, TX 77566	Length of Service: 8 Years	
Scope of Work: 20 Acres		

Customer Name: Van Vleck ISD		Title Director of Operations
Contact: John O'Brien	Phone No.: 979-429-0828	
Address: 142 S. 4th Street, Van Vleck, TX 77482	Length of Service: 8 Years	
Scope of Work: 40 Acres		

Customer Name: Bay City Housing Authority		Title Executive Director
Contact: Linda Ramirez	Phone No.: 979-245-2652 x101	
Address: 3012 Sycamore, Bay City, TX 77414	Length of Service: 4 1/2 Years	
Scope of Work: 15 Acres		

BID PROPOSAL

"Approximate Monthly Visits" signify the estimated number of monthly visits expected. Price should be provided based on a per visit charge for work to be performed. Service times are subject to change based on funding levels.

5.01	INDIVIDUAL PRICES	Planned Visits	
		Approximate Monthly Visits	Cost per Visit
5.011	Memorial Park (Park Ave - 2 nd St. to 4 th Streets)	4	\$ 243.00
5.012	600 Blk. Second St. - Right of Way from Railroad Trestle to Oak St. (curb to sidewalk only)	2	\$ 162.00
5.013	Second St. Medians - 288 to Yaupon	4	\$ 162.00
5.014	1800 Blk. Of Fourth St. North side - Dixie to Hwy 288 (curb to Oleanders)	2	\$ 60.00
5.015	Hwy 288 - Fourth St. to Hwy 36 bridge	2	\$ 243.00
5.016	Hwy 288 - Second St. to Victoria Street (both sides of hwy)	4	\$ 486.00
5.017	Hwy 288 - Victoria Street to Chlorine Rd (both sides of hwy including median)	4	\$ 243.00
5.018	Gulf Blvd Right of Way - 288 to Velasco Blvd	2	\$ 243.00
5.019	Velasco Blvd. Right of Way - Ave A to Gulf Blvd.(both sides street)	2	\$ 162.00
			\$


Alternate Bid:

Mulching

Item No.	Item Description	Approximate Annual Visits	Cost per Visit
6.01			
6.011	Labor to provide tree and flower bed mulching of Hwy 288 corridor landscaping - from North Entranceway, Chlorine Road (near Dow canal) to 2 nd St. at Hwy 288 - Brazosport Blvd.	2	\$ 1,636.00

We quote the above FOB Freeport, Texas. Shipment can be made in 7 days from receipt of order.
 Terms 30 net if not otherwise indicated. The bidder agrees that award of any items, all or in part, by the City of Freeport, Texas, within a reasonable period of time constitutes a contract.

BIDDER: Southern Oak Services, LLC
ADDRESS: P.O. Box 389, Bay City, TX 77404
PHONE & FAX: 979-245-9091 (F) 979-245-0760
EMAIL: scotco_dct@yahoo.com

Doug Thigpen
 AUTHORIZED REPRESENTATIVE

 AUTHORIZED SIGNATURE

Managing Member
 TITLE
11/19/2010
 DATE

BID PROPOSAL

"Approximate Monthly Visits" signify the estimated number of monthly visits expected. Price should be provided based on a per visit charge for work to be performed. Service times are subject to change based on funding levels.

5.01 Item No.	INDIVIDUAL PRICES Item Description	Planned Visits	
		Approximate Monthly Visits	Cost per Visit
5.011	Memorial Park (Park Ave - 2 nd St. to 4 th Streets)	4	\$ 220.00
5.012	600 Blk. Second St. - Right of Way from Railroad Trestle to Oak St. (curb to sidewalk only)	2	\$ 110.00
5.013	Second St. Medians - 288 to Yaupon	4	\$ 110.00
5.014	1800 Blk. Of Fourth St. North side - Dixie to Hwy 288 (curb to Oleanders)	2	\$ 110.00
5.015	Hwy 288 - Fourth St. to Hwy 36 bridge	2	\$ 220.00
5.016	Hwy 288 - Second St. to Victoria Street (both sides of hwy)	4	\$ 220.00
5.017	Hwy 288 - Victoria Street to Chlorine Rd (both sides of hwy including median)	4	\$ 330.00
5.018	Gulf Blvd Right of Way - 288 to Velasco Blvd	2	\$ 165.00
5.019	Velasco Blvd. Right of Way - Ave A to Gulf Blvd.(both sides street)	2	\$ 220.00
			\$ 1,705.00

Alternate Bid:

Mulching

Item No.	Item Description	Approximate Annual Visits	Cost per Visit
6.01 6.011	Labor to provide tree and flower bed mulching of Hwy 288 corridor landscaping - from North Entranceway, Chlorine Road (near Dow canal) to 2 nd St. at Hwy 288 - Brazosport Blvd.	2	\$ 900.00

We quote the above FOB Freeport, Texas. Shipment can be made in _____ days from receipt of order.
 Terms _____ net if not otherwise indicated. The bidder agrees that award of any items, all or in part, by the City of Freeport, Texas, within a reasonable period of time constitutes a contract.

BIDDER: Memorable Landscapes Inc
 ADDRESS: 6342 Deihl Houston Tx 77092
 PHONE & FAX: 713-460-4000 Fax 713-462-9101
 EMAIL: memlandscapesken@sacglobal.net

John W. Wolf
 AUTHORIZED REPRESENTATIVE
John W. Wolf
 AUTHORIZED SIGNATURE

President
 TITLE
11/19/10
 DATE

City of Freeport

CONTRACTOR REFERENCES

Customer Name: dpc/dxi	
Contact: michelle Langham	Title: Production Ass't
Address: 1919 Jacintoport Blvd. (P.O. Box 24600, Houston, TX 77229)	Phone No.: 281-457-4851
Scope of Work: LAWN MAINTENANCE Lot mowing, detail mowing, edging and blowing	Length of Service: Since Sept. 2010

Customer Name: Shell Federal Credit Union (All 5 locations and 1 lot)	
Contact: Nichole Hernandez	Title: V.P. of Operations
Address: 301 E. 13th St. (P.O. Box 578, Deer Park TX 77536)	Phone No.: 713-844-1100
Scope of Work: LAWN MAINTENANCE, mowing, edging, blowing Fertilization, trimming, irrigation repair, seasonal flowers	Length of Service: Since 1985

Customer Name: Timberlane Utility District	
Contact: Myrtle Cruz INC. Ed Hardwick	Title: Operations Mgr
Address: 1415 FAWNIN #200, Houston, TX 77002	Phone No.: 713-754-1368
Scope of Work: LAWN AND IRRIGATION MAINTENANCE OF PARKS and water and sewer facilities, mowing, trimming, edging	Length of Service: Since August 2009

Customer Name: Uroxtex	
Contact: Kent	Title: Dir of Operations
Address: 135 Vision Park Blvd. Shawandaoh, TX 77384	Phone No.: 281-364-7300
Scope of Work: LAWN AND IRRIGATION MAINTENANCE, mowing edging, trimming, Fertilization, mulching,	Length of Service: Since Sept 2006

Customer Name:	
Contact:	Title:
Address:	Phone No.:
Scope of Work:	Length of Service:

CITY OF FREEPORT

November 1, 2010

NOTICE TO BIDDERS

Notice is hereby given that the City of Freeport will receive sealed bids for the following items:

Contract Mowing, Grounds Care, Flowerbed Maintenance

Bids will be received until 2:00 P.M., MONDAY, November 22, 2010 at which time they will be publicly opened and read. The bid award will be made at a regularly scheduled meeting of the City of Freeport City Council. Bid information and specifications may be obtained from the City of Freeport Secretary's office at City Hall.

A pre-bid conference will be held at 10:00 A.M., Tuesday, November 16, 2010 at the Freeport Parks Department, Visitor Center located at 500 Brazosport Blvd, Freeport, Texas.

All bids will be marked "SEALED BID - "CONTRACT GROUNDS CARE", on the outside of a completely sealed envelope and submitted to the City Secretary, 200 W. 2nd St., Freeport, Texas 77541.

The contract will be awarded to the LOWEST RESPONSIBLE BIDDER OR to the BIDDER WHO PROVIDES goods or services at the BEST VALUE for the municipality.

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.

A CASHIER'S OR CERTIFIED CHECK drawn on a bank acceptable to said Board and payable to the order of said City, OR an ACCEPTABLE BID BOND with a corporate surety included on the latest list of surety companies holding certificates of authority from the State Board of Insurance, in the amount of not less than ten (10%) of the total bid or \$1,000.00, whichever is less, must accompany the bid as guarantee that if awarded the bid the bidder will enter into a contract with said City covering the mowing, grounds care and flowerbed maintenance within ten (10) days from the date the bid is awarded by the City Council.

Delia Munoz
City of Freeport
200 W. 2nd St.
Freeport, Texas 77541
979/233-3526

ADS RUN NOVEMBER 6, 2010 & NOVEMBER 13, 2010
PRE-BID MEETING TUESDAY NOVEMBER 16TH, 2010
BID OPEN TUESDAY, NOVEMBER 22ND, 2010

BID INVITATION

CITY SECRETARY'S OFFICE

City of Freeport
200 W. 2nd St
Freeport, Tx. 77541
(979) 233-3526 x 120
ITEM(S) OUT FOR BID:

CONTRACT "GROUNDS CARE"

DATE:
BID NAME:

November 1, 2010
CONTRACT GROUNDS CARE

BID DEADLINE / OFFICIAL OPENING

Sealed bid proposals will be received until **2:00 p.m., Monday, November 22, 2010** at the Conference Room, Freeport City Hall, Freeport, Tx. 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 also be marked with the BID NAME as specified above, on the outside of a completely sealed envelope. The envelope shall be addressed to the City Secretary, City of Freeport, 200 W 2nd St, Freeport, Tx 77541. **NO BID WILL BE ACCEPTED VIA FAX**
- 3 Bids that deviate from the specifications contained in this bid packet must have full descriptive data accompanying it. Such bids shall be considered "Alternate" bids, and shall be identified by the bidder as such.
- 4 All materials bid are to be bid FOB Freeport, Texas, delivered to the floor of the location indicated.
- 5 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.
- 6 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.
- 7 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.
- 8 The quantities shown may be estimates and may vary according to the requirements of the City of Freeport, Texas, throughout any contract period.
- 9 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.
- 10 The City of Freeport assumes responsibility for the correctness and clarity of this bid. All information and/or questions pertaining to this bid shall be directed to the City of Freeport Secretary.
- 11 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.
- 12 The conditions and terms of this bid will be considered when evaluating for award.
- 13 The City of Freeport, Texas, is exempt from all sales and excise taxes. Tax exemption certificates will be furnished.
- 14 Descriptive literature of merchandise is requested to accompany a submitted Sealed Bid.
- 15 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.
- 16 Bids may be withdrawn at anytime prior to the official opening.
- 17 Bids may not be altered, amended or withdrawn after the official opening without the recommendation and approval of the Freeport City Manager.

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1.00 Standard Terms and Conditions

The City of Freeport, Texas desires to enter into a contract with reliable firm(s) to furnish "Contract Mowing, Grounds Care and Landscaping Maintenance" in accordance with the following specifications. Bids must be submitted on the forms provided herein.

Deviations from these minimum specifications are only acceptable when they tend to exceed specifications stated, or make the product bid stronger and more reliable. The apparent silence of these specifications as to any detail or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that only the best commercial practice shall prevail and that only material and workmanship of the first quality are acceptable. All interpretations of these specifications shall be made upon the basis of this statement.

It is understood that the City Council of the City of Freeport reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities of defects in such bids.

This document of minimum specifications shall be considered as the final performance contract. Adherence to these specifications shall be required except where expressly allowed. Any deviation not pre-approved by the City found to be non-compliant with these minimum specifications shall be considered as grounds for release from contract.

1.01 General Instructions

Each part of the bid package is broken into sections, and subsections. In the event a bidder cannot meet a specification, please state the exceptions for consideration on the SPECIFICATION COMPLIANCE CERTIFICATION FORM and furnish reason or rationale for non-compliance and specify alternatives offered, and why alternative has been selected.

Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the Buyer should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Freeport's interpretation shall govern.

A Bids shall be submitted to the following address:

City of Freeport
200 W. 2nd St.
Freeport, Tx. 77541
Attn: Delia Munoz, City Secretary
Sealed Bid – CONTRACT MOWING/GROUNDS CARE

B. **Pre - Bid Conference: Tuesday, November 16th, 2010 at 10:00 A.M.**

C. The Bidder must complete and return to the City Secretary's office, attached to this specification the "Bid Compliance Certification" form. NO BID WILL BE ACCEPTED WITHOUT A SIGNED CERTIFICATION.

D. **One (1)** signed original and **One (1)** electronic version of the bid must be submitted. The original must be unbound. The electronic version of the proposal must be provided in Adobe Acrobat format written to a single CD-ROM. The electronic version of the proposal must be an exact duplicate of the original hard copy proposal and both must comply with the format requirements of this Bid.

E. Proof of Insurance should be attached as a part of the bid.

F. **Four (4)** commercial references (preferably municipalities or other accounts of such size) must be provided. Each reference must include: customer who supervises contract, their position, address, phone number, scope of work vendor provides to customer, and length of time vendor has serviced customer.

G. To obtain results, copies of the bid sheets, specifications, bidding documents or if you have other questions, please contact:

City of Freeport City Secretary
Delia Munoz
(979) 233-3526

1.02 Funding

Funds for payment have been provided through the City of Freeport budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current City of Freeport fiscal year shall be subject to budget approval by the City Council.

1.03 Late Bids

Bids received in the City Secretary's Office after the submission deadline will be considered void and unacceptable. The City of Freeport is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the City of Freeport City Secretary's Office shall be the official time of receipt.

1.04 Altering Bids

Bids cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.05 Error-Quantity

Bid price must be submitted on units of quantity specified, extend, and total shown. In the event of discrepancies in extensions, the unit price shall govern.

1.06 Withdrawal of Bids

Any bid may be withdrawn prior to the scheduling time for opening. Notice to withdraw the bid must be in writing and submitted to the City prior to the scheduled time for opening bids. Any bid withdrawal notice which is received after the deadline for receiving bids shall not be considered.

1.07 Sales Tax

The City of Freeport is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Do not include tax in bid.

1.08 Pricing

Bidders are instructed to bid the total unit price on the item(s) specified where indicated on Tabulation sheet and to extend and show the total. In case of errors in extension, UNIT prices shall govern. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheets. Prices shall be all inclusive. No price changes, additions or subsequent qualifications will be honored during the course of the contract. Additional changes not shown on the bid will not be honored. All prices must be in ink.

1.09 Bid Award

If a contract is awarded, it will be awarded to the lowest responsible bidder meeting or exceeding the terms, conditions and specifications of the bid. The City has the right to award a contract upon the conditions, terms, and specifications contained in a bid submitted to the City for a period of up to one hundred twenty (120) days following the date specified for the opening of bids. In awarding a contract, the City may waive minor technicalities and informalities in the bid process and bids received if they are not material to or alter any of the conditions, terms, or specifications contained in the bid. In determining the lowest responsible bidder, the City may consider:

- A. Whether the bidder has adequate financial resources to comply with the contract awarded;
- B. Whether the bidder has a satisfactory record of performance with the City or other entities; and
- C. Any other factors that could be material to the bidder's ability to comply with the contract.

1.10 Split Award

The City of Freeport reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.

1.11 Delivery

All delivery and freight charges (FOB City of Freeport designated location) are to be included in the bid price and shall include all delivery and packaging costs. Deliveries will be acceptable only during normal working hours at the designated city municipal facility. The City of Freeport assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the city of damage.

1.12 Delivery Promise - Penalties

Quotations must show the number of calendar days required to place the materials in the possession of the City. Do not quote shipping dates.

When delivery delay can be foreseen, the bidder shall give prior notice to the purchasing department, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, of failure to meet specifications, authorizes the purchasing department to purchase goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

1.13 Contract

The bid, when properly supplemented by any bonds and/or certificate of insurance as may be required herein, and when accepted by City of Freeport, shall constitute a contract equally binding between the successful bidder and the City of Freeport. No invoices will be paid prior to acceptance of contract by City of Freeport.

1.14 Rejection of Bids

The City Council may choose to reject all bids and not award any contract. If the City Council does not award a contract within one hundred twenty (120) days following the date specified for the opening of bids, all bids are deemed to be rejected by the City Council.

1.15 Purchase Order

A purchase order shall be provided by the City of Freeport to the successful bidder. The purchase order number must appear on all invoices, packing lists and all related correspondence. The City of Freeport will not be responsible for any orders placed and/or delivered without a valid Purchase Order number.

1.16 References

The City of Freeport requests bidder to supply with this bid, a list of four (4) references where like products or services have been supplied by their firm. Include name of firm, address, telephone number and contact name on the contractor reference form.

1.17 Conflict of Interest

No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

1.18 Ethics

The bidder shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of the City of Freeport. More than one proposal on any one contract from a firm or individual under different names shall be grounds for rejection of all proposals in which the firm or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between bidders.

1.19 Insurance

The successful bidder shall comply with the insurance requirements marked below.

Successful bidder shall maintain:

Comprehensive General Liability Insurance, including contractual liability that meets the requirements of the State of Texas.

- A. Bodily Injury and Accidental Death \$1,000,000 per occurrence minimum
- B. Property Damage \$1,000,000 per occurrence minimum

Comprehensive Automobile Liability Insurance:

- A. Personal Injury and Accidental \$1,000,000 per occurrence minimum
- B. Property Damage \$500,000 per occurrence minimum

The City of Freeport shall be named as an additional insured on policies marked above.

Each insurance policy required above shall include, by endorsement to the policy, a statement that a notice shall be given to the City of Freeport by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

Complete Worker's Compensation and Employee's Liability Insurance in accordance with State of Texas laws and regulations shall be maintained during the life of this contract

A valid certificate or certificates of insurance verifying each of the coverage's required above shall be issued directly to the City of Freeport within (10) business days after contract award by the successful bidder's insurance agent of record or insurance company. The certificates of insurance shall be sent to:

City of Freeport
Loni Kershaw
Human Resources Dept.
200 W. 2nd St.
Freeport, Texas 77541

If required, failure to provide valid certificate of insurance within time period allowed shall be cause for termination of this contract by the City.

Bidder and bidders insurance carrier waive any and all rights whatsoever with regard to subrogation against the City of Freeport as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this contract.

1.20 Contractor's Liability

The contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.

1.21 Descriptions

Specifications may reference established practices, standards, or techniques used in the industry. It is the intent of the City of Freeport to be **DESCRIPTIVE - NOT RESTRICTIVE** and to establish a desired quality level of performance to meet a pre-established standard of quality. Bidders may offer services of equal quality; and the burden of proof of such quality rests with them. The City of Freeport shall act as sole judge in determining quality and acceptability of services offered.

1.22 Addenda

Any interpretations, corrections or changes to this Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Freeport. Addenda will be mailed to all who are known to have received a copy of the Bid. Bidders shall acknowledge receipt of all addenda.

1.23 Bids Must Comply

Bids must comply with all federal, state, county and local laws concerning this type of good or service.

1.24 Documentation

Bidder shall provide with this bid response, all documentation required by this Bid. Failure to provide this information may result in rejection of bid.

1.25 Indemnification

The bidder shall indemnify, defend, and hold the City, its officers, agents, and employees, harmless from any claim, loss, damage, suit, and liability of every kind, including expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising from or caused by any act or omission of bidder, its officers, employees, agents, or subcontractors, in performing its obligation under this Contract.

1.26 Termination of Contract

The City of Freeport reserves the right to terminate the contract immediately in the event the successful bidder:

- Fails to meet performance schedules;
- Defaults in the performance of required duties;
- Otherwise fails to perform in accordance with this contract;
- Becomes insolvent and/or files for protection under the bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies which City of Freeport may have in law or equity. Bidder, in submitting this bid, agrees that City of Freeport shall not be liable to prosecution for damages in the event that the City declares the bidder in default.

1.27 Notice

Any notice provided by this bid or required by law to be given to the successful bidder by City of Freeport shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U.S. mail in Freeport, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

1.28 Patent/Copyrights

The successful bidder agrees to protect City of Freeport from claims involving infringements of patents and/or copyrights.

1.29 Invoices

Invoices submitted for payment shall be addressed to City of Freeport, Accounts Payable and shall reference the City of Freeport approved purchase order number. Periodic (monthly) payments will be made within 30 days receipt of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

1.30 Quality Control

Goods supplied under this contract shall be subject to approval as to quality and must conform to the highest standards of manufacturing practice. Items found defective or not meeting specifications shall be replaced at the supplier's expense within a reasonable period of time. Payment for defective goods failing to meet specifications is not due until 30 days after satisfactory replacement has been made.

1.31 Samples

When requested, samples shall be furnished to City of Freeport at no charge.

1.32 Law Governing and Venue

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

The contract will be awarded to the LOWEST RESPONSIBLE BIDDER OR to the BIDDER WHO PROVIDES goods or services at the BEST VALUE for the municipality.

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.

A CASHIER'S OR CERTIFIED CHECK drawn on a bank acceptable to said Board and payable to the order of said City, OR an ACCEPTABLE BID BOND with a corporate surety included on the latest list of surety companies holding certificates of authority from the State Board of Insurance, in the amount of not less than ten (10%) of the total bid or \$1,000.00, whichever is less, must accompany the bid as guarantee that if awarded the bid the bidder will enter into a contract with said City covering the mowing, grounds care and flowerbed maintenance within ten (10) days from the date the bid is awarded by the City Council.

1.33 Assignment

The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of Freeport.

1.34 Silence of Specification

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

1.35 Warranty

Successful bidder shall warrant that all items or services shall conform to the proposed specifications and all warranties as in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

1.36 Drug and Alcohol Testing

The Contractor shall provide a drug and alcohol testing policy with bid, outlining the contractor's drug testing procedures. The expense of the drug testing shall be that of the contractor. When reasonable cause exists to believe that a contractor's employee is violating the provisions of the City's Substance Abuse Guidelines, the City reserves the right to inspect all contractor work areas, which include any personal items brought onto city premises including personal vehicles. Any violation of the provisions of the City Substance Abuse Guidelines by a contractor or contract employee will result in the immediate removal from the work site. A copy of the City's Substance Abuse Guidelines may be obtained from the Human Resources Department.

2.00 City Responsibilities

2.01 Contract Administrator

Under this contract, the City of Freeport has designated the **Parks Director** as the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrators will serve as liaison between the City of Freeport City Manager (who has the overall contract administration responsibilities) and the successful bidder.

Scheduling and concerns that need to be addressed should be covered with the Parks Director.

Larry Fansher, Parks Director
lfansher@freeport.tx.us
979/233-3306

2.02 Payment to the Contractor

After the completion of service, the contractor shall render to the Accounting Department, his billing for work done. City issued Purchase Order number must be referenced on all billing statements. Billing shall be allowed in quarterly increments per item should inclement weather prevent complete performance of a job, and then only upon a visual inspection by the Parks Supervisor. Payment will be issued within 30 days of receiving invoices.

2.03 Performance Changes due to Change in Scope of Maintenance

After the completion of contract commencement, should any contract area change significantly in scope of performance, such that it significantly impacts the quantity or quality of work performed by the contractor, the City shall make allowance for Contractor to submit a new bid price to be re-considered by the Council of the City of Freeport.

3.00 Minimum Specifications for Contract Mowing:

Comply

3.01 Factors Considered in Awarding Bid

Price will not be the only consideration in making award. Contractors will be evaluated on the basis of price, experience in commercial mowing, city's past experience with service, vendor's past performance, communication and follow-through, and city's evaluation of the vendor's ability. Bidders who have established history of poor service and poor quality may be excluded from consideration.

 Yes No

3.02 Contract Duration

This contract will become effective upon the issuance of a work order by the City and will extend for a period of one year or until contract funds are expended, or when in the City's interest, maintenance is not being performed to the maximum quality expected, whichever occurs first.

 Yes No

This contract is renewable for a period of up to three additional one year periods upon approval of the City Manager and the City Council. If the contract is renewed, a 2% increase in price will be allowed.

3.03 Contract Commencement

The Contractor will be given written notice when to begin mowing. The contractor will be given the number 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.

 Yes No

3.04 Primary Responsibility

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

 Yes No

3.05 Measurement

The unit of measurement for all sites, regardless of classification, is per visit.

 Yes No

3.06 Herbicide/Pesticide Licensure

The Contractor shall maintain a Structural Pest Control Board of Texas, or Texas Department of Agriculture Pesticide Applicator license, and shall provide a copy of this license to the City.

 Yes No

3.07 Contractor Accidents/Damage

Responsibility

The Contractor will be solely responsible for damages that may occur to any or all City facilities and structures (trees, shrubs, sprinkler heads, pipes, gates, or fences, etc.), property of citizens (automobiles, fences, windows, etc.), or contractor equipment (mowing, trucks, etc.).

 Yes No

Reporting

All accidents must be reported within 48 hours to the City of Freeport Parks Supervisor. Citizens shall be contacted within 24 hours by Contractor once notified by City. City shall be notified of status of claim weekly until resolved. Failure to resolve claim to the satisfaction of the City shall be ground for termination of contract.

 Yes No

Repairs/Replacement

Contractor-induced damage to trees, plants, shrubs, or turf shall be rightfully corrected at the contractor's expense. Trees or shrubs shall be replaced with like materials. Damage due to herbicide misuse, equipment contact, or hand damage of said plant materials shall be corrected.

 Yes No

Sand leveling and repairs of turf ruts from contractor equipment shall be required immediately.

3.08 Employee Uniform

All Contractor employees are required to wear a company issued shirt and cap that identifies the Contractor by name and the employee by name

Yes No

3.09 Safety Requirements

Personal Protective Equipment

All employees who are working on an esplanade or within ten (10) feet of a city street must wear an orange safety vest. All employees shall wear protective eyewear meeting the Z89.1 safety specification when operating motorized equipment.

Yes No

Traffic Work Zones

The Contractor is required to provide and utilize all necessary traffic directional safety equipment, such as traffic safety cones, traffic warning and safety signs, barricades, or barriers, etc. All devices must comply with the "Texas Manual on Uniform Traffic Control Devices", published by the Texas Department of Transportation. In addition, the use of a flag man will only be allowed where use of all other devices is inadequate to effectively warn oncoming vehicles. If Contractor needs to barricade a street or part of a street or impede traffic in any way, at least (3) days prior to this need, he shall submit a traffic safety plan to the Parks Director for approval. Contractor shall not barricade a street or part of a street or impede traffic without the city's approval.

Yes No

3.10 Mowing Time Limits

The Contractor shall begin specified mowing within seven (7) days after the date of written Notification to begin work and shall continuously prosecute same with such diligence as will enable to work to be completed within the designated number of working days specified. The contractor shall notify the Parks Supervisor at least twenty-four (24) hours before beginning work.

Yes No

3.11 Working Day

A working day is defined as a calendar day, not including Sundays or legal holidays authorized in the work order, in which weather or other conditions not under the control of the Contractor will permit mowing for a continuous period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m. When seven (7) hours of mowing cannot be performed, a charge shall not occur against the contract working time. Work on Sunday will not be permitted except in cases of extreme emergency and then only with the permission of the Parks and Recreation Director.

Comply

Yes No

Failure to consistently complete mowing in the working days specified by the Parks Department may result in the termination contract.

Yes No

3.12 Weather

Mowing will not be permitted, nor will a charge be incurred against the contract, when in the opinion of the Parks Supervisor, soil or weather conditions are such that a Park or Median will be damaged. The contractor shall endeavor to resume and maintain the allotted scheduled frequency to the best of their ability for that month following adverse weather. If agreed upon minimum frequency for that given month cannot be maintained, the Contractor shall forfeit responsibility for maintenance and billing of the affected time period for that month.

Yes No

3.13 Job Completion, Inspections, and Meetings

Job Completion

Contractors are to follow the schedule included. All jobs are to be completed within the specified week as outlined unless otherwise approved by the appropriate City Supervisor. With approval of the City, schedule may be flexed to handle unforeseen schedule issues.

Yes No

Inspections

The City shall inspect mowing locations to verify quality of work performed and shall notify the contractor within twenty-four (24) hours of inspection of unacceptable performance. Contractor shall respond within twenty four (24) hours and correction shall be made within seventy-two (72) hours. In the event no inspection notification is received by the Contractor the Contractor shall assume that performance was acceptable and payment will be approved.

Yes No

Meeting

Monthly or upon request, a Landscape Supervisor employed by the Contractor shall tour all contracted properties with the Parks Supervisor.

Yes No

3.14 Litter Removal

The Contractor shall immediately remove and properly dispose of any debris and litter found in the park area or median. This shall be done immediately before mowing. Mowed grass shall be removed from sidewalks, road areas, and landscaped beds immediately after mowing.

Yes No

Comply

3.15 Mowing Height

Mowers shall be adjusted for a cutting height not greater than 2 inches. Where hand trimming is required, the grass shall be cut to a height as determined by the Parks & Recreation Department.

Yes No

Comply

3.16 Equipment Safety Requirements

All equipment shall be operated in compliance with the manufacturer's, contractor's, and City's recommended safety guidelines,

3.161 Guards, Chains, Shields, Deflectors

All equipment shall contain the proper original manufacturers or approved third parties' safety guards, shields, safety chains, or debris deflectors. All mowers shall be outfitted with mulching plates to deflect and deter thrown grass or foreign objects. Trimmers and edger's shall have all proper belt guards, blade guards, or like devices in place. Tractor mowing decks, if used, shall have safety chains, pto guards, and all safety devices in proper working condition.

Yes No

3.162 Individual Equipment Operation and Employee Training

All equipment operators shall be properly trained in the safe operation of the equipment and shall be personally responsible for their individual and coworker safety, as well as the safety of public passers-by and vehicular traffic.

Yes No

4.00 Operating Specifications

4.01 Standard Operating Procedures for Contractor Litter Control

Task: Litter, Limb, and Debris Removal
Frequency: Each Visit
Procedure:

Comply

4.011 Inspect and remove litter, limbs, and debris from grounds of parks, facilities, parkways, medians and landscape beds

- 1 Inspect and remove at litter and debris before mowing and place into bags.

Yes

No

4.02 Standard Operating Procedures for Mowing Operations

Task: Mowing
Frequency: Each Visit
Procedure:

4.021. Inspect and ensure safe and proper machine condition, operation and use.

1. Discharge chutes are to remain attached and down in a protective position during operation.
- 2 Discharge chutes are to be aimed away from on-coming traffic, pedestrians, or vehicles where practicable.
- 3 Mowers shall be removed from operation in school zone areas during zone operation times.

Yes

No

4.03 Standard Operating Procedures for Line Trimming & Edging

Task: Line Trimming & Edging
Frequency: Each Visit
Procedure:

4.031 Line Trimming

- 1 Line trimming shall be performed around all obstacles to a height equal to or less than the height of all mowed areas.
2. Line trimming shall be performed around all fences and ground obstacles.
- 3 Line trimming shall be performed at all street curb joints to prevent weed growth into the street.

Yes

No

4.032 Edging

1. Edging shall be performed on all curbs and sidewalks. All streets, sidewalks, and curbs shall have cut materials removed by either blowing or sweeping removal of cuttings. Material shall not be blown into street or drainage inlets.

Yes

No

4.04 Standard Operating Procedures for Contractor Bed and Bern Maintenance

Task: Bed & Bern Maintenance

Frequency: Each Visit

Procedure:

Comply

- | | | | |
|-------|--|-----|----|
| 4.041 | <u>Remove Litter</u>
1. Inspect and remove litter from decorative beds and grounds on each visit
2. Place litter into bags and dispose of into dumpster. | Yes | No |
| 4.042 | <u>Remove Weeds</u>
1. Remove weeds, volunteer trees, and grasses from established beds by hand, without harming established bedding plants.
2. Hand removed plants shall not be thrown onto the ground and mowed over. | Yes | No |
| 4.043 | <u>Chemically Treat for Remaining Weeds</u>
1. Post-emergent treatment
Decorative beds shall be treated with an appropriate post-emergent chemical (such as glyphosate, or roundup) using a touch applicator or backpack sprayer with wand shroud only, according to manufacturer's instructions.
2. Pre-emergent treatment
Decorative beds shall be treated with a granular or liquid pre-emergent chemical according to manufacturer's instructions, if needed, up to four times per year. | Yes | No |
| 4.044 | <u>Edge & Define Bed Borders</u>
1. Weed eat or edge bed borders to redefine edges and inhibit further invasive growth by unwanted weeds or grasses.
2. Remove loose or leftover materials immediately and dispose of properly. | Yes | No |
| 4.045 | <u>Trim Shrubs & Decorative Plants at each visit as needed</u>
1. Shrubs and decorative plants achieving growth significant enough to escape the confines of decorative beds, or found to impede the proper flow of pedestrian traffic on sidewalks are to be trimmed so as to maintain growth to within the borders of the decorative bed.
2. All trimming techniques must be to standard industry practice, with all cuts taking branches back to a main growth unit or trunk. Hedge trimming and de-heading of flowering plants shall be excluded from this requirement, and are therefore outlined in item 7 below.
3. Shaped shrubs must be trimmed in a manner consistent with existing plant shape.
4. Dead or diseased branches are to be removed to promote regenerative growth and vigor of the remaining plant.
5. Where complete death of shrub or plant has occurred, the affected plant is to be removed immediately or at the next most opportune time, with replacement to be performed by the City.
6. All roots are to be removed as best possible to a depth of at least six (6) inches below soil grade, and appropriate soil, mulch, or other like fill is to be used to blend the repaired area into the existing bed design.
7. Wedge trimming shall be utilized to maintain in an "as-is" condition upon time of maintenance assumption.
8. Flowering plants, bulbs, or native flowers are to have their spent heads removed following bloom production and only after wilt of bloom has started. | Yes | No |
| 4.046 | <u>Use of Fertilizers is Prohibited</u>
1. No fertilizers of any type are to be used by contract maintenance in bedding areas. | Yes | No |

4.05 Standard Operating Procedures for Mowing Operations

Task: Tree Trimming and Sago Palm Care

Frequency: Each Visit As Needed

Procedure:

- 4 051 Trim low-hanging limbs to ensure maximum mower access to tree trunk areas.
1 Trim all low-hanging limbs protruding into operator equipment and reach zone (Typically within six feet of ground). Yes No
- 4 052 Remove pups from Sago Palms trunks
1. Remove pups from Sago palms using a hand trowel or other similar tool at every visit as needed Yes No

SPECIFICATIONS FOR MOWING LOCATION

5.01 Maintenance Areas:

- 5 011 Memorial Park
Includes all grounds and flowerbed work on Park Ave between Second St. & Fourth St. (including the two flowerbeds in front of the Freeport Museum on the East side of Park Street.
- 5 012 200 Blk to 600 Blk of Second Street
Includes grounds in the Right of Ways between curb and sidewalk between Oak St and the railroad trestle west side (both sides of roadway)
- 5 013 Second Street Medians
Includes grounds in the median from 288 to Yaupon. Includes Right-Of-Ways on the North side of Second Street from Arbutus to Yaupon and the South side of Second from CVS to Yaupon
- 5.014 1800 Blk of Fourth Street North side
Includes all Right-of-Way grounds between curb and sidewalk from 288 to Dixie Drive (one side of roadway)
- 5.015 Hwy 288
Includes all Right-of-Way grounds from Hwy 36 Bridge to Fourth Street on medians and selected Right of Way areas (both sides of 288)
- 5 016 Hwy 288
Includes all Right-of-Way grounds and flowerbeds from Second Street to Victoria Street (both sides of highway and on medians)
- 5.017 Hwy 288
Includes all Right-of-Way grounds and flowerbeds from Victoria Street to Chlorine Road (both sides of highway including median)
- 5.018 Gulf Blvd.
Includes all Right-of-Way grounds from 288 to Velasco Blvd. (both sides of roadway)
- 5 019 Velasco Blvd.
Includes all Right-of-Way grounds from Gulf Blvd. to Ave A (both sides of roadway)

CONTRACTOR REFERENCES

Customer Name:	
Contact:	Title
Address:	Phone No.:
Scope of Work:	Length of Service:

Customer Name:	
Contact:	Title
Address:	Phone No.:
Scope of Work:	Length of Service:

Customer Name:	
Contact:	Title
Address:	Phone No.:
Scope of Work:	Length of Service:

Customer Name:	
Contact:	Title
Address:	Phone No.:
Scope of Work:	Length of Service:

Customer Name:	
Contact:	Title
Address:	Phone No.:
Scope of Work:	Length of Service:

CITY OF FREEPORT SPECIFICATION COMPLIANCE CERTIFICATION FORM

The firm of _____ offers the City of Freeport, for the price stated on the bid invitation (and assures intent to deliver within the specified time interval), the following unit(s) or item(s):

Unit Manufacturer & Model
No. _____

EXCEPTIONS TO SPECIFICATIONS (If Any)

Item No.	Explanation
<input type="text"/>	_____
<input type="text"/>	_____
<input type="text"/>	_____
<input type="text"/>	_____
<input type="text"/>	_____
<input type="text"/>	_____

The above item as detailed per specifications and any exceptions if offered (check one):

- Without exceptions
 With exceptions as noted above.

CERTIFICATION OF AUTHORIZED REPRESENTATIVE:

I hereby certify that I possess the authority to submit a bid on behalf of the firm I represent and by my signature hereon I certify that the services/unit(s) I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Standard Terms and Conditions and Technical Specifications and Bid Sheets. Further, I agree that if my bid is accepted, I shall perform as required in these contract documents. I am aware that, once accepted by City of Freeport, my bid becomes a binding contract in accordance with the provisions herein of the aforementioned contract documents, and that I will not be permitted to attempt enforcement of any other contract or contract provisions.

Firm Name: _____

Authorized Representative: _____

Signature: _____

Title: _____

Date: _____

BID PROPOSAL

“Approximate Monthly Visits” signify the estimated number of monthly visits expected. Price should be provided based on a per visit charge for work to be performed. Service times are subject to change based on funding levels.

5.01 Item No.	INDIVIDUAL PRICES Item Description	Planned Visits	
		Approximate Monthly Visits	Cost per Visit
5.011	Memorial Park (Park Ave – 2 nd St. to 4 th Streets)	4	\$
5.012	600 Blk. Second St. - Right of Way from Railroad Trestle to Oak St. (curb to sidewalk only)	2	\$
5.013	Second St Medians - 288 to Yaupon	4	\$
5.014	1800 Blk Of Fourth St. North side – Dixie to Hwy 288 (curb to Oleanders)	2	\$
5.015	Hwy 288 – Fourth St. to Hwy 36 bridge	2	\$
5.016	Hwy 288 - Second St. to Victoria Street (both sides of hwy)	4	\$
5.017	Hwy 288 – Victoria Street to Chlorine Rd (both sides of hwy including median)	4	\$
5.018	Gulf Blvd Right of Way – 288 to Velasco Blvd	2	\$
5.019	Velasco Blvd. Right of Way – Ave A to Gulf Blvd.(both sides street)	2	\$
			\$

Alternate Bid:

Mulching

Item No.	Item Description	Approximate Annual Visits	Cost per Visit
6.01		2	\$
6.011	Labor to provide tree and flower bed mulching of Hwy 288 corridor landscaping – from North Entranceway, Chlorine Road (near Dow canal) to 2 nd St. at Hwy 288 – Brazosport Blvd.		

We quote the above FOB Freeport, Texas. Shipment can be made in _____ days from receipt of order
 Terms _____ net if not otherwise indicated. The bidder agrees that award of any items, all or in part, by the City of Freeport, Texas, within a reasonable period of time constitutes a contract

BIDDER: _____

ADDRESS: _____

PHONE & FAX: _____

EMAIL: _____

 AUTHORIZED REPRESENTATIVE

 TITLE

 AUTHORIZED SIGNATURE

 DATE

INSTRUCTIONS FOR CONFLICTS OF INTEREST QUESTIONNAIRE

H.B. 1491, passed during the 2007 Texas legislative session, became effective on October 1, 2007. The bill amends Local Government Code Chapter 176, requiring people who contract with or seek to contract with local governments to file a "Conflict of Interest Questionnaire" (CIQ). The CIQ is attached.

Who must complete the CIQ?

- Any person who contracts or seeks to contract with the City of Freeport; and
- An agent of a person who contracts or seeks to contract with the City of Freeport.

To what type of contracts does the bill apply?

Any written agreement for the sale or purchase of real property, goods, or services.

When must a person file the CIQ?

No later than seven days after the date the person begins contract discussions or negotiations with the city, or submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City.

How do I go about filling out the Conflict of Interest Questionnaire form?

Each number below corresponds with the number on FORM CIQ:

1. Fill in the full name of the person (you) who is trying to do business with the City.
2. Updates are required within 7 business days after an event that makes a statement in a previously filed CIQ incomplete or inaccurate.
3. Name the public officer with whom you have an employment or other business relationship and answer all questions.
4. Sign.

**NOTE: If you are not aware of a Conflict of Interest in any business relationship that you might have with the City, use N/A in each of the areas on the form as described above.
However, a signature is required in the #4 box in all cases.**

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

OFFICE USE ONLY


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

Date Received:

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

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

1. Name of person who has a business relationship with the City of Freeport.

2.  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the City Secretary not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

Name of Officer

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

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

Yes _____ No _____

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

Yes _____ No _____

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

Yes _____ No _____

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

4.

Signature of person doing business with the government entity

Date

THE CITY OF FREEPORT

200 West Second St • Freeport, TX 77541

979.233.3526 • Fax 979.233.8867

Larry McDonald
Mayor

Jeff Pynes
Chief Executive Officer
City Manager

Michelle Kent
Councilmember
Ward A

November 30, 2010

Fred Bolton
Councilmember
Ward B

Mayor McDonald
Mayor Pro Tempore Garcia
City Council Representatives

Nicole Mireles
Councilmember
Ward C

Norma Moreno Garcia
Councilmember
Mayor Pro Tem
Ward D

A very important part of our city services involves ensuring our storm drainage system remains uninhibited by debris, dirt, etc. As a City, we bear certain responsibilities related to maintenance, cleaning of our storm drains and our streets to ensure a functioning storm drainage system. Currently, our ability to perform these duties is limited due to ineffective, outdated and dilapidated equipment.

We currently operate a 10 year old street sweeper that is functionally and mechanically limited and not reliable. The machine inadequately sweeps our streets and marginally removes dirt and debris from the roadway. The failure of this equipment's ability to clean our streets and remove dirt, debris, etc., is compromising our storm drainage system that will lead to its clogging and failure. This failure will enhance potential flooding in our city streets and the failure of our storm drainage system. Furthermore, the equipment is not capable of cleaning storm drains. This failure also guarantees we are not fulfilling our duties and responsibilities of ensuring our drainage system is operational and free flowing.

I contacted a vendor that manufactures street sweepers locally and had them bring a street/drainage machine for a demonstration of its capabilities. Present at the demonstration were the Street Department, Mayor McDonald, Councilwoman Kent, myself and other applicable city employees. During the demonstration they cleaned a normal drainage inlet that was clogged with roughly 8" of dirt and debris and swept one side of a block and a half of a normal street in Freeport. The amount of dirt and debris removed was astonishing (see attached picture). It is clear that with a continued inability to properly keep our streets and storm drain inlets cleaned, our storm water drainage infrastructure will continue to decrease and fail when we need it most.

This company offers a lease purchase plan for a street sweeper and storm drainage cleaning vehicle (see attached picture) that would reduce our immediate expenditure of funds (see attached lease purchase details). I strongly request permission to address this very important issue within our community. Failure to gain control of the functionality of our storm drainage system will have flooding ramifications for our citizens.

See attached pictures of dirt, debris, etc removed from one storm drain inlet and dirt removed from a block and a half of a typical street here in town.

Jeff Pynes
City Manager

THE CITY OF

FREEPORT

200 West Second St • Freeport, TX 77541

979.233.3526 • Fax 979.233.8867

Larry McDonald
Mayor

Jeff Pynes
Chief Executive Officer
City Manager

Michelle Kent
Councilmember
Ward A

December 3, 2010

Fred Bolton
Councilmember
Ward B

To: Jeff Pynes
City Manager

Nicole Mireles
Councilmember
Ward C

Norma Moreno Garcia
Councilmember
Mayor Pro Tem
Ward D

New laws have passed in recent years requiring smaller cities, such as Freeport, to take measures to protect our storm water infrastructure. Several actions are required on our part. We must make sure that no business or residents put any foreign matter of any type into our storm inlets or open ditches.

We, as a City, must have also good housekeeping measures in place. A great example of this would be removing sand from bridges after being placed for ice protection. We also should have good housekeeping practices by sweeping our streets so that litter and other debris does not enter our storm sewer inlets.

The new street sweeper that you are recommending to council would, in fact, accomplish this. The street sweeper we currently have is very ineffective with suction of debris. I, as the City's representative to the Southern Brazoria County Storm Water Coalition, recommend we take all measures possible to follow the guidelines set by the state and federal government and acquire the new street sweeper.

Respectfully,

Laura Tolar





The City of
FREEPORT
WHERE FUN HAPPENS
www.freeport.tx.us





TYMCO, Inc.
MUNICIPAL LEASE/PURCHASE PROGRAM
FINANCE REQUEST

DEALER INFORMATION

Dealer #:
 Name: TYMCO, Inc.
 Address: P.O. Box 2368
 City: Waco
 Contact: Bryan Young

Phone No.: 800-258-9626
 Fax No.: 254-799-2722
 State: TX
 Zip Code: 76703

LESSEE INFORMATION

Name: City of Freeport
 Address:
 City: Freeport
 Contact: Mr. Jeff Pynes, CEO and City Manager
 Email: jpynes@freeport.tx.us

Phone No.: 979-233-3526
 Fax No.: 979-233-8867
 State: TX
 Zip Code:
 Fiscal Year Ending:

BID REQUEST INFORMATION

Request for Proposal: Yes (HGAC)
 Bid Closing Date:

Estimated Award Date:
 State Sales Tax (% if any):
Unless shown state sales tax not included

EQUIPMENT

Quantity: 1 Model: 600BAH Price Per Unit: \$200,925.00
 on a '11 IH 4300 M7 chassis Less: Down Pmt. \$0.00
 w/dual steering & COMDEX Finance Amount: \$200,925.00

HGAC Contract #SW04-10 pricing

	OPTION I	OPTION II	OPTION III
No. of Years:	4	5	6
Pmt. Frequency:	Annual	Annual	Annual
Advance/Arrears:	Advance	Advance	Advance
No. of Pmts.:	4	5	6
Finance Amt.:	\$200,925.00	\$200,925.00	\$200,925.00
A.P.R.:	2.79%	2.89%	2.99%
Payment-periodic:	\$52,323.26	\$42,506.75	\$36,001.52
Pmt. Factor:	0.260412	0.211555	0.179179
Total Annual Pmt:	\$52,323.26	\$42,506.75	\$36,001.52
VALID THROUGH:	11/30/10	11/30/10	11/30/10

Notes: Budgetary Proposal. Financing based on approved credit and acceptance of TYMCO's lease purchase documents. Rates subject to change. First pmt due on delivery, annually thereafter. No lease document fees. No prepayment penalties. Non-binding until lease is signed.

Model 600[®] COMDEX[®]

COMPACT DESIGN EXTRA WATER



FROM THE PEOPLE WHO INVENTED REGENERATIVE AIR SWEEPING!

When you want the extra water and storage capacity of a cabover chassis package, without giving up the advantages and cost savings of a conventional truck chassis, the TYMCO Model 600[®] Regenerative Air Sweeper with the COMDEX[®] package is the smart choice.

- **330 Gallon Water Capacity For Longer Sweep Time And Fewer Refills.**
- **Operator Friendly Ergonomics Means Less Operator Fatigue.**
- **Easier Cab Accessibility and Engine Serviceability.**
- **Excellent Turning Radius And Maneuverability.**
- **Conveniently Located Curbside Storage Box.**
- **Better Gutter Broom Visibility.**
- **Improved Rear Visibility.**



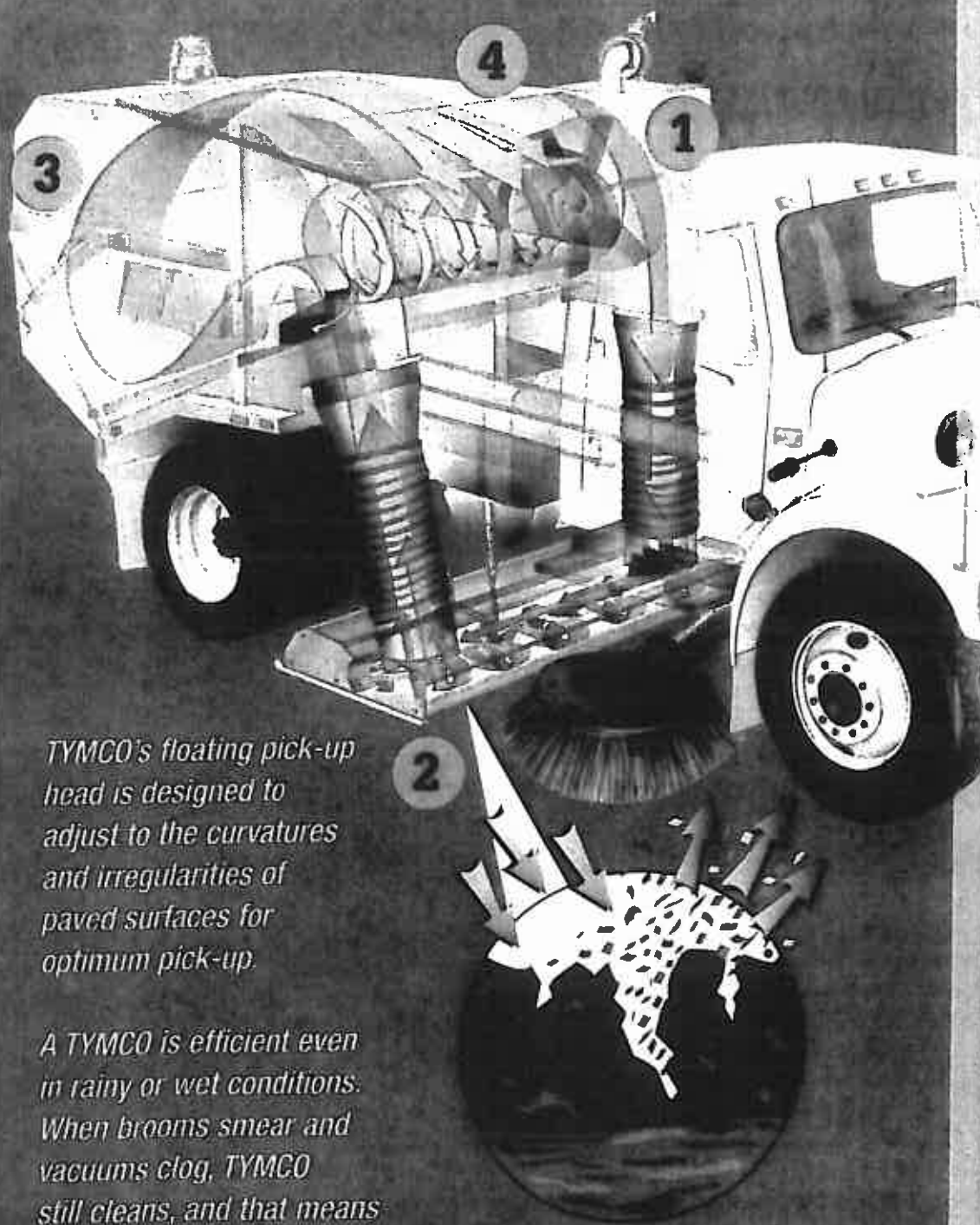
TYMCO Regenerative Air Cleans Deeper[™]

MADE IN WACO, TEXAS

S
P1163

The Regenerative Air System...

from the people who invented *brushless* sweeping
more than 25 years ago.



TYMCO's floating pick-up head is designed to adjust to the curvatures and irregularities of paved surfaces for optimum pick-up.

A TYMCO is efficient even in rainy or wet conditions. When brooms smear and vacuums clog, TYMCO still cleans, and that means maintaining your cleaning management schedule.

A gutter broom is standard on most models to assist in collecting debris from gutters.

1. The closed-loop Regenerative Air System uses the force of a high velocity controlled jet of air created by the powerful blower wheel.

2. This jet of air blasts down and across the pick-up head onto the pavement and into the cracks forcing up into the air stream packed-on heavy debris as well as fine dust particles.

3. The debris-laden air stream is pulled into the large hopper, where the air loses velocity and the larger debris falls to the bottom. A screen at the top of the hopper prevents items such as leaves, paper, cans and rocks from leaving the hopper and entering the centrifugal dust separator.

4. The patented centrifugal dust separator spins the air along the curved wall of the chamber until the micron-size dust particles are skimmed off into the hopper. Only clean air is returned to the blower to start the Regenerative Air cycle again. This closed-loop system means no dirty air is exhausted into the environment only to settle on the surface again.



For the TYMCO dealer nearest you, call
800-258-9626

www.tymco.com

Made in Waco, Texas, U.S.A.
1995 TYMCO, INC.
04943004



RESOLUTION NO. 2010-2249

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING A QUALIFIED PERSON TO THE ECONOMIC DEVELOPMENT CORPORATION BOARD OF THE CITY FOR AN UNEXPIRED TERM ONLY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, a vacancy exist on the Board of Directors of the Economic Development Corporation of the City of Freeport, Texas ("the City") as a result of the resignation of ELLIOTT CUNDIEFF; and,

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

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

SECTION ONE (1): APPOINTMENT

The City Council of the City heraby nominates, constitutes and appoints _____ to the Board of Directors of the Economic Development Corporation of the City for the remainder of the unexpired term of office of the said Elliott Cundieff and until a successor for such person shall have been appointed and qualified.

SECTION TWO (2): DUTIES

The above named appointee shall perform all of the duties imposed on members of the Board of Directors of the Economic Development Corporation of the City by law and the ordinances and resolutions of the City and by the Articles of Incorporation and By-Laws of said corporation.

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 _____, 2010.

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

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

ORDINANCE NO. 2010-2269

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; AMENDING CHAPTER 110 OF THE CODE OF ORDINANCES OF SAID CITY BY ADDING AN EXCEPTION TO SECTION 110.01 RELATING TO DEFINITIONS, AMENDING ITEM (2) OF DIVISION (B) OF SECTION 110.02 SPECIFYING THE PUBLIC PARK OR AREA WHERE CITY COUNCIL APPROVAL IS NOT REQUIRED FOR THE SALE OR OFFERING FOR SALE OF INTOXICATING BEVERAGES, REPEALING DIVISION (C) OF SECTION 110-02 AND SECTIONS 110-03 THROUGH 110-08 THEREOF AND RENUMBERING SECTION 110-09 AS SECTION 110-03; PROVIDING THAT ANY PERSON VIOLATING SAID CODE, AS AMENDED BY THIS ORDINANCE, SHALL BE GUILTY OF A MISDEMEANOR AND ASSESSED A FINE IN ACCORDANCE WITH THE PROVISIONS OF STATE LAW; PROVIDING THAT EACH DAY ANY SUCH VIOLATION CONTINUES AND EACH PART OF EACH DAY ANY SUCH VIOLATION SHALL OCCUR SHALL CONSTITUTE A SEPARATE OFFENSE; CONTAINING SAVINGS CLAUSES; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS DESCRIPTIVE CAPTION HAS BEEN PUBLISHED TWICE IN THE BRAZOSPORT FACTS.

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 51.072, 54.001 and 54.004 of the Local Government Code of Texas, Chapter 105 of the Alcoholic Beverage Code of Texas and Section 2.01 and 2.02 of the Home Rule Charter of the City authorize the City Council thereof to adopt the provisions of this Ordinance; and,

WHEREAS, the City Council of the City has determined to here now declare that the adoption of this ordinance is necessary to the health, safety and general welfare of the inhabitants of the City and persons using the public parks of the City.

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

First, Section 110.01 of the Code of Ordinances of the City is
hereby amended to read as follows:

"For the purposes of this chapter and except for any and all
definitions set forth in this chapter, all definitions of
words, terms and phrases as set forth in the Alcoholic
Beverage Code of Texas, as the same now exists or may
hereafter be amended, are hereby adopted and made a part
hereof."

Second, Division (A) of Section 110.02 of said Code of Ordinances
is hereby amended to read as follows:

"(A) *Churches and schools.* It shall be unlawful for any person
to sell or engage in the business of selling beer within the
city, where the place of business of such person is situated
within 300 feet of any church or school, the measurement of
such distance for each church or school to be in the manner
specified in the Alcoholic Beverage Code as it now exist or
may hereafter be amended. As used herein, the term "school"
does not include any educational institution offering a course
of study beyond the twelfth grade. As provided in the Alcoholic
Beverage Code, the City Council may grant a variance to this
provision if the City Council determines that enforcement of
this provision in a particular instance is not in the best
interest of the public, constitutes waste or inefficient use
of land or other resources, creates an undue hardship or an
applicant for a license or permit, does not serve its intended
purpose is not effective or necessary, or for any other reason
the City Council for any other reason the City Council, after
consideration of the health, safety, and welfare of the public
and the equities of the situation, determines is in the best
interest of the community."

Third, Item (2) of Division (B) of Section 110.02 of said Code of
Ordinances is hereby amended to read as follows:

"(2) The public park situated between East and West Park
Avenue and any area contiguous thereto is hereby excluded
from the prohibition contained in Item (1) of this division."

Fourth, Division (C) of Section 110.02 and Sections 110.03 through 110.08 of said Code of Ordinances are hereby repealed and Section 110.09 is renumbered as Section 110.03.

Fifth, any person violating the Code of Ordinances of the City, as amended by this ordinance, shall be guilty of a misdemeanor and upon conviction therefor assessed a fine as prescribed in Section 10.99 thereof; and each day such violation continues and each part of any day any such violation occurs shall constitute a separate offense.

Sixth, this ordinance is cumulative of and in addition to all other ordinances of the City on the same subject and all such ordinances are hereby expressly saved from repeal. Provided however, where this ordinance and another ordinance conflict or overlap, whichever imposes the more stringent regulations or penalties, as the case may be, shall prevail.

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

Eighth, 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.

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

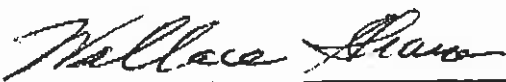
READ, PASSED AND ADOPTED this _____ day of _____, 2010.

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\Alcohol Sales-Ord #3