

**CITY OF FREEPORT
PLANNING COMMISSION
Tuesday, May 26, 2009, 6:00 p.m.
Freeport Police Department, Municipal Court Room
430 North Brazosport Boulevard
Freeport, Texas**

AGENDA

*Diane Williams, Chairperson
Alonzo Martinez
Joyce Adkins*

*Eric Hayes
Roberto Caceres
Rueben Cuellar*

NOTICE is hereby given that the Planning Commission of the City of Freeport, Texas will meet in a regularly scheduled meeting on **Tuesday, May 26, 2009 at 6:00 P.M.** at the Freeport Police Department Municipal Courtroom, 430 North Brazosport Boulevard, Freeport, Texas to discuss the following:

1. Open Meeting.
2. Invocation.
3. Approval of minutes for April 28, 2009, and for minutes for Joint Public Hearing for May 18, 2009.
4. Discuss/consider rezoning property: Harbor Lights SD, TR 2-31-32, Austin-335, McNeel, Freeport, Texas, 27 Acres, from R-3 to M-1 or C-1.
5. Discuss/consider making recommendation to the City Council to have a 4-Way Stop sign placed at Skinner and Avenue O.
5. Discuss/consider request by Ms. Dolores Olivarez for stop signs to be placed in the middle of Avenue O and M, due to speeding vehicles.
6. Review lease criteria for development of City owned property on the waterfront.
7. Adjourn.

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

I, Melissa Farmer, Building/Permit Department Secretary, City of Freeport, Texas, hereby certify that this Agenda was posted on the official bulletin board/glass door of City Hall facing the rear parking lot of the building with 24-hour access at 200 West 2nd Street, Freeport, Texas on or before Friday, May 22, 2009 at 5:00 P.M.



Melissa Farmer
Building/Permit Department
City of Freeport

STATE OF TEXAS)(

COUNTY OF BRAZORIA)(

CITY OF FREEPORT)(

BE IT REMEMBERED that the Planning and Traffic Commission of the City of Freeport, Texas met in a regular meeting on **Tuesday, April 28, 2009 at 6:00 P.M.** at the Police Department Conference Room, 430 North Brazosport Boulevard, Freeport, Texas to discuss the following:

Planning Commission:

*Diane Williams, Chairperson
Eric Hayes
Roberto Caceres
Reuben Cuellar
Alonzo Martinez
Joyce Adkins*

Visitors:

*Gilbert Arispe
Melissa Farmer
Nat Hickey
Wallace Shaw
Chief John Stanford, Jr.
Lt. Allen Lawson*

Visitors:

*Ray Olivarez
Rosa McDonald*

Open Meeting.

Ms. Diane Williams called meeting to order at 6:00 P.M.

Invocation.

Mr. Rueben Cuellar opened the meeting with prayer.

Approval of Minutes.

Mr. Eric Hayes moved to accept the minutes for March 24, 2009, seconded by Mr. Rueben Cuellar, unanimous vote for approval.

Discuss/review the scope of the Planning Commission duties and procedures.

Ms. Diane Williams explained to the Board members that the Planning Commissions sole responsibility was to make recommendations to the City Council and that the final decision was with the City Council. She went on to explain that things that were not on the Agenda could not be discussed and that they had to follow the correct procedures during the meetings.

Discuss/consider request by Ms. Dolores Olivarez to have speed bumps placed on North Avenue O, due to speeding vehicles.

Mr. Ray Olivarez of 1310 North Avenue O told the Planning Commission that vehicles were driving in the neighborhood at speeds of up to 50 to 60 miles per hour and that there needed to be some kind of solution to the problem. He suggested that maybe there needed to be signs posted of the speed limit, children at play signs or speed bumps placed on the street.

Fire Chief John Stanford, Jr. told the Commission that although he sympathized with the residents, that speed bumps would add undue liability on the City and that it would also slow down response time to emergency vehicles and could cause injury. He also explained that the Code of Ordinances stated that if no signage was present, that the speed limit was automatically 30 miles per hour. He stated that he would prefer not to have them placed on any streets and that if they did they would end up being placed all over town.

Lt. Allen Lawson of the Freeport Police Department agreed with Chief John Stanford about the City being held liable over the speed humps. He stated that he had done research on speed humps and that he found Case Law where a city had been found liable for bodily injury and car damage from people driving over these speed humps. He said what needed to be done was that there need to be more patrolling of these areas to see if that would cut down on the speeding. He stated that he would have more police patrol placed over in this neighborhood.

Mr. Reuben Cuellar made a motion to have a study done on placing signage on Avenue M and O, seconded by Mr. Roberto Caceres, unanimous vote for approval.

Discuss/consider request by Ms. Alyssa Rivera to have speed bumps placed on North Avenue M, due to speeding vehicles.

Ms. Diane Williams asked that Ms. Alyssa Rivera be informed of the Planning Commissions decision to have a study done on signage being placed in the neighborhood and that more police patrolling would be done.

Further discussion/consideration on the need to place stop signs at Yellowstone and Avenue O.

Lt. Allen Lawson explained to the Planning Commission that the Police Department wanted to have 3-Way stop signs placed on Yellowstone and Avenue O to slow down speeding traffic.

Mr. Alonzo Martinez made a motion to send recommendation to City Council to have a 3-Way stop sign placed at Yellowstone and Avenue O, seconded by Mr. Eric Hayes, unanimous vote for approval.

Report by Mr. Gilbert Arispe: Progress on vessel removal. Landscape Irrigation Program Ordinance.

Mr. Gilbert Arispe updated the Planning Commission on the progress of the vessel removals. He told them that he was working with Mr. Bill Grimes and the lawyer for the General Land Office, Mr. Mark Havens. He told them that the General Land Office will be reimbursing the City after the removal of the vessels. He stated that there was an Interlocal Agreement between the City and the General Land Office that was going to be on the next City Council Agenda, and that then the City could move forward with removing the vessels.

Mr. Gilbert Arispe brought to the Planning Commissions attention that the Building Department had received a letter about a Bill that had been passed in 2009 titled "Landscape Irrigation Program." It mandates that populations greater than 20,000 adopt a landscape irrigation ordinance. He stated that since we are below that, that he just wanted to bring it to their attention and that if there was anything they wanted to do, that we could gather more information and discuss it at a later date.

Adjourn.

Mr. Eric Hayes made a motion to adjourn, seconded by Mr. Alonzo Martinez. Meeting was adjourned at 7:00 P.M.

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

Diane Williams, Chairperson

STATE OF TEXAS)(

COUNTY OF BRAZORIA)(

CITY OF FREEPORT)(

BE IT REMEMBERED that the Planning Commission of the City of Freeport, Texas met in a special meeting on **Monday, May 18, 2009 at 6:00 P.M.** at the Freeport Police Department, Municipal Courtroom, 430 North Brazosport Boulevard, Freeport, Texas to discuss the following:

Planning Commission:

Diane Williams, Chairperson
Roberto Caceres
Eric Hayes
Alonzo Martinez
Reuben Cuellar
Joyce Adkins

City Council:

Mayor Larry McDonald
Clan Cameron
Jim Phillips
Ron Wise
Norma Garcia

Staff: Gilbert Arispe
 Melissa Farmer
 Nat Hickey
 Wallace Shaw
 Delia Munoz
 John Stanford
 Mary Stoller
 Jeff Pynes

Open Meeting.

Mayor Larry McDonald called the meeting to order at 7:07 p.m.

Invocation.

Mr. Abel Garcia offered the invocation.

City Council

There being a quorum with the City Council and Planning Commission, Mayor McDonald opened the meeting.

Planning Commission

There being a quorum with the Planning Commission and City Council, Diane Williams, Chairwoman, opened the meeting.

Conduct a hearing to consider a proposed amendment to the Comprehensive Zoning Ordinance and Map of said City, codified as Chapter 155 of the Code of Ordinances of said City, changing the zoning classification of the following described property from its present classification of R-2, Single-Family Residential to a new classification of W-2, Waterfront Light: Tract 4, 0.66 acres, S. F. Austin Survey, Abstract 33, Tax ID # 0033-0001-000, fronting on the right descending bank of the Old Brazos River near, but upstream from the Velasco Boulevard Bridge in the City of Freeport, in Brazoria County, Texas.

Ms. Diane Williams recommended that City Council grant the amendment to the Comprehensive Zoning Ordinance and Map of said City to change Tract 4, 0.66 acres, S. F. Austin Survey, Abstract 33, Tax ID # 0033-0001-000 from its present classification of R-2, Single-Family Residential to a new classification of W-2, Waterfront, Light.

There being no further questions or comments, Mayor McDonald thanked the Planning Commission and closed the Joint Public Hearing at 7:18 p.m.

City Council passed Ordinance 2009-2220, rezoning Tract 4, Abstract 33, Tax ID # 0033-0001-000 from its current classification of R-2 to a new classification of W-2.

Adjourn.

Mr. Eric Hayes made a motion to adjourn; seconded by Mr. Alonzo Martinez, unanimous vote for approval. Meeting was adjourned at 7:18 p.m.

These minutes read and approved the _____ day of _____ 2009.

Diane Williams, Chairwoman

**CITY OF FREEPORT, TEXAS
REQUEST TO BE PLACED ON A
PLANNING COMMISSION AGENDA**

THE PLANNING COMMISSION MEETS ON THE FOURTH TUESDAY OF EACH MONTH AT 6:00 P.M. IN THE POLICE DEPARTMENT MUNICIPAL COURTROOM, 430 NORTH BRAZOSPORT BLVD. IN ORDER FOR THE COMMISSION TO ACT UPON ANY ITEM, THE ITEM MUST FIRST BE PLACED ON AN OPEN MEETING AGENDA, WHICH MUST BE POSTED CONTINUOUSLY FOR 72-HOURS BEFORE THE MEETING COMMENCES. THE CURRENT ADMINISTRATIVE POLICY IS TO HAVE AGENDA ITEMS IN HAND BY A LEAST SEVEN (7) BUSINESS DAYS PRECEDING THE SCHEDULED MEETING; THIS IS TO ENSURE THAT THE STAFF HAS SUFFICIENT TIME TO RESEARCH MATERIAL RELATING TO THE ITEMS. IN MANY INSTANCES, THE REQUEST(S) CAN BE RESOLVED AT THE STAFF LEVEL WITHOUT THE NEED FOR ANY PLANNING COMMISSION ACTION. ALL REQUESTS WILL FIRST BE DIRECTED TO THE BUILDING DEPARTMENT FOR REVIEW. YOU MAY BE REQUESTED TO MEET WITH THE BUILDING OFFICIAL IN AN EFFORT TO SATISFY YOUR REQUEST. EACH SPEAKER WILL BE GIVEN A CHANCE TO PRESENT HIS OR HER SUBJECT MATTER TO THE PLANNING COMMISSION. (ALL PLATS MUST BE FILED WITH THE CITY PROPERTY MANAGER AT LEAST 14 DAYS PRIOR TO THE MATTER AT WHICH FORMAL APPLICATION FOR THE PLAT APPROVAL IS MADE TO THE PLANNING COMMISSION.)

PLEASE PRINT THE FOLLOWING INFORMATION:

NAME OF PRESENTER/SPEAKER: Eric Hayes

ORGANIZATION (IF ANY): Hayes Enterprise

STREET/MAILING ADDRESS: 1507 West Broad St.

CITY, STATE, ZIP CODE: Freeport Tx, 77541

PHONE NUMBER WHERE YOU CAN BE REACHED DURING REGULAR BUSINESS HOURS:
979-824-1910

SUBJECT MATTER OF PRESENTATION (INCLUDING A DESCRIPTION OF COMMISSION ACTION TO BE TAKEN, IF ANY):

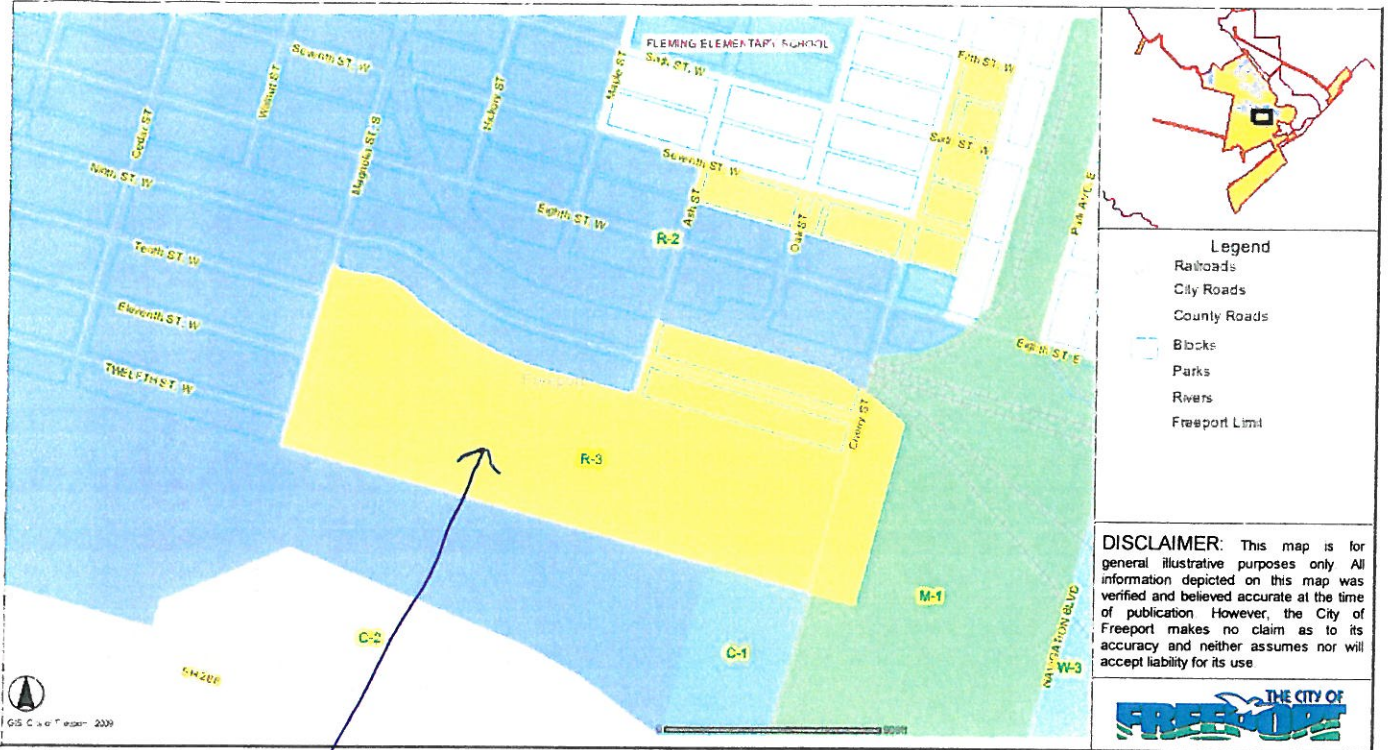
Least Des. Harbor Lights SD TR. 2-31-32 Austin-335 Mcneel Freeport 27 Acres
rezone property from R-3 to M-1 - if not M-1-C-1

Eric Hayes
SIGNATURE

5-7-09
DATE

"ALL REQUESTS MUST BE APPROVED BY THE BUILDING OFFICIAL BEFORE BEING PLACED ON A MEETING AGENDA."

ERIC HAYES



§ 155.043 M-1 DISTRICT, LIGHT MANUFACTURING.

The manufacturing use districts are designed to provide land for a wide range of commercial and industrial activities subject to limitations intended to protect nearby residential and commercial districts and to protect the permitted uses from one another. The Manufacturing District consists mainly of areas occupied by or suitable for manufacturing, wholesale or other industrial activities, all of a non-nuisance type.

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

Lot area: 10,000 SF
 Lot width: 100'
 Setback:
 Front: 15'
 Rear: 25'
 Side: 10'

(1) When abutting a residential district, the side yard shall be 35'.

(2) In all cases where the side yard is adjacent to a side street, the side yard shall not be less than 15 feet.

(B) See § 155.023 for supplemental district regulations and exceptions and parking requirements applying to the M-1 district.

(C) See § 155.060 (D) and (E) for temporary use permits that may be granted by the Board of Adjustment, and specific use permits that may be recommended by the City Planning Commission within the M-1 District under certain circumstances and conditions.

(D) *Parking regulations and permitted uses.*

(1) If a use that is permitted in the Residential, C-1 or C-2 Districts is established in the M-1 District, the parking requirements for that use shall be the same as required for that particular use in the district in which the use is specifically permitted.

(2) In the M-1 District, manufacturing, industrial and processing establishments, repair shops, warehouses, and storage buildings, in addition to providing off-street facilities for the loading and unloading of merchandise and goods, shall provide one off-street parking space for each 1,000 square feet of general floor space, and one off-street parking space for each 400 square feet of office floor space.

(3) In the M-1 District, no land shall be used and no building shall be erected for or converted to any use other than:

Permitted Uses

Any use permitted in the R-1, R-2, R-3, C-1 and C-2 districts except that no building shall be erected or converted for dwelling purposes, provided, however, that dwelling quarters may be established in connection with any industrial plant for watchmen and caretakers employed on the premises and provided further that any existing dwelling within the M-1 District may be repaired or altered

Advertising displays manufacture

Automobiles, motorcycles, trucks or trailers, including parts, or rebuilding of engines

Baseball park, commercial

Batching or mixing plant, Portland cement, concrete, mortar or plaster, commercial

Bait store, live

Boats, building or repair

Books, binding, other than hand binding

Bottling works, for all beverages

Brooms or brushes

Cameras or other photographic equipment and film

Carpets manufacture and cleaning

Ceramics, stone, glass, marble and porcelain products

Electrical appliances, equipment assembly, supplies or similar products including electrical machinery

Electrical power generating station

Food products, not including meat products or fish products, the slaughtering and/or preparation thereof

Furniture and upholstery

Heavy equipment, storage, repair and sales, earth moving

Ice, dry or natural

Junk handling or storage, enclosed by an opaque wall of fence 6' feet in height including automobile wrecking, salvaging, and assembling of iron, rags and similar materials

Jute, hemp, sisal or oakum products

Laundry plant

Machines, business, including typewriter, accounting machines, calculators, card-counting equipment or similar products

Machinery, miscellaneous, including repairs

Machine tools, including metal lathes, metal presses, metal stamping machines, woodworking machines or similar products

Mattresses, including rebuilding or renovating

Musical instruments, including pianos or organs

Orthopedic or medical appliances, including artificial limbs, braces, supports, stretchers or similar products

Paper products, including envelopes, stationery, bags, boxes, shipping containers, bulk goods, tubes, wallpaper printing or similar products

Pharmaceutical products

School, commercial or trade

Sporting or athletic equipment

Steel products, miscellaneous fabrication or assembly

Textiles, spinning, weaving, manufacturing, dyeing, bleaching, printing, knit goods, yard, thread or cordage

Tires, recapping or vulcanizing shop

Tools or hardware, including bolts, nuts, screws, doorknobs, drills, hand tools or cutlery, hinges, house hardware, locks, non-ferrous metal castings, plumbing appliances or similar products

Toys and novelty products

Vehicles, children's, including bicycles, scooters, wagons, baby carriages or similar vehicles

Venetian blinds, window shades or awnings

(E) *Other required conditions.*

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

(2) *Floor area.* The floor area of any building or buildings on a lot in an M-1 District shall not exceed one and one-half times the number of square feet in the lot.

(3) *Building area.* The maximum allowable building area in the M-1 District shall not exceed 75% of the gross area of the lot or tract of land.

(4) *Height regulation.* No structure shall exceed 100 feet in height unless setback from the required yard lines an additional foot for each 4 feet in height above 100 feet.
(Ord. 1100 § 7.8, passed 4-3-64) Penalty, see § 155.999

(D) *Permitted uses and parking requirements.*

Permitted Use	Parking Ratio
Any use permitted in the R-1, R-2 or R-2A District	
Duplex (two-family dwelling)	2/unit
Apartment house or housing project	2/unit
Hospital; general, not including animal	1/3 beds
Rooming, boarding house, and/or tourist home	1/unit

(E) *Other required conditions.*

(1) *Site plan.* Where new dwelling construction or additions to an existing building in any district provide dwelling units for more than two families on a single lot or tract of land, a site plan shall be submitted to and approved by the Building Official prior to the issuance of a Certificate of Occupancy and Compliance.

(2) The total floor area of any building or buildings on a lot in the R-3 District shall not exceed 60 percent of the total number of square feet in the lot.

(3) *Maximum lot coverage.* The total gross area of the first floor of all main buildings measured from the exterior faces of exterior walls shall not exceed 30% of the gross area of the lot or tract of land.

(4) *Density.* In the R-3 District, multiple-family dwellings may be constructed on any lot provided that:

(a) The minimum land area per family unit is not less than 1,500 square feet;

(b) The maximum number of dwelling units allowable on any lot where multiple-family dwelling units are permitted shall be determined by dividing the total number of square feet in the lot by 1,500.

(5) *Servants quarters.* When servants quarters are provided in districts where more than one dwelling unit is permitted, the servants quarters together with the total number of dwellings units on the lot or tract of land shall not exceed the total number of dwelling units permitted.

(F) *Height regulations.* No building shall exceed 30 feet or 2 stories in height. (Ord. 1100 § 7.3, passed 4-3-64; Am. Ord. 1100-RR, passed 1-5-81) Penalty, see § 155.999

§ 155.037 C-1 DISTRICT, RETAIL BUSINESS.

This district consists mainly of land occupied by or suitable for neighborhood shopping facilities for the retailing of "convenience goods" and the furnishing of certain personal services to satisfy most of the daily needs of the adjacent residential neighborhood.

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

(1) *C-1.*

Lot area: 2500 SF
 Lot width: 25'
 Setback:
 Front: 25'
 Rear: 20'
 Side: 0'

C-1 Permitted Uses	Parking Ratio
Camera or photographic supplies store	1/200
Candy, nut, confectionery store	1/200
Caterer	1/200
Christmas trees and wreaths	none
Clinic or office, medical	1/200
Clothing including formal wear and costumes	1/200
Club or Lodge	1/200
Department Store	1/200
Drug stores	1/200
Dry cleaning, package plant, or pickup station	1/200
Eating place enclosed	1/400
Floor covering sales retail	1/400
Florist shop, greenhouse (parking requirement does not include greenhouse or open stock)	1/200
Food or grocery store retail	1/200
Food locker plant for consumer use	1/200
Funeral home or mortuary	1/3 seats
Furniture, appliance and custom upholstery	1/400
Fur shop or hat shop	1/200
Gift, novelty shop	1/200
Hardware store and small tool rental, but not including sales of lumber or industrial hardware	1/200
Hobby shop or supply store	1/200
Hotel	1/2 units
Ice vending establishment	none
Institution non-residential	1/400
Jewelry store	1/200
Laboratory, medical or dental	1/400
Laundry, package plant, pickup station or self-service	1/200

C-1 Permitted Uses	Parking Ratio
Stationery store	1/200
Storage of goods or merchandise, used in, produced by or normally carried in stock in conjunction with permitted uses in the applicable district regulations	1/1000
Studio for professional work or for teaching any form of fine arts, photography, music, drama, etc.	1/400
Swimming pool commercial	1/200
Tailor shop seamstress, altering and repairing of wearing apparel	1/400
Taxidermist	1/400
Telephone answering service	1/200
Telephone exchange, garage, shop or service	1/400
Toy stores	1/200
Veterinarian, indoor soundproof kennels only	1/400
Watch repair	1/200
Wholesale office with storage limited to samples	1/400

(E) *Other required conditions.* A site plan shall be submitted to and approved by the Building Official prior to the issuance of a Certificate of Occupancy and compliance for new construction or additions to an existing building or structure for multiple-family or commercial uses within the C-1 District. (Ord. 1100 § 7.4, passed 4-3-64; Am. Ord. 1100-EEE, passed 4-19-82; Am. Ord. 1100-91-4, passed 6-17-91) Penalty, see § 155.999

§ 155.038 C-2 DISTRICT, GENERAL COMMERCIAL.

This district consists mainly of land occupied by or suitable for a wide range of retail and wholesale activities. Land in this district is located mainly along major highways and in the vicinity of industrial areas. The C-2 District regulations are designed to permit development of the enumerated functions and to provide space for commercial uses which are generally not appropriate for Retail Business District.

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

- Lot area: 2500 SF
- Lot width: 25'
- Setback:
 - Front: 25'
 - Rear: 10'
 - Side: 0'

(1) Where the side yards of lots in the C-2 District are abutting a Residential District, the side yard setback shall not be less than 10 feet.

(2) Where the rear yards of lots in the C-2 District are abutting a Residential or C-1 District, the rear yard setback shall not be less than 20 feet.

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

**CITY OF FREEPORT, TEXAS
REQUEST TO BE PLACED ON A
PLANNING COMMISSION AGENDA**

THE PLANNING COMMISSION MEETS ON THE FOURTH TUESDAY OF EACH MONTH AT 6:00 P.M. IN THE POLICE DEPARTMENT MUNICIPAL COURTROOM, 430 NORTH BRAZOSPORT BLVD. IN ORDER FOR THE COMMISSION TO ACT UPON ANY ITEM, THE ITEM MUST FIRST BE PLACED ON AN OPEN MEETING AGENDA, WHICH MUST BE POSTED CONTINUOUSLY FOR 72-HOURS BEFORE THE MEETING COMMENCES. THE CURRENT ADMINISTRATIVE POLICY IS TO HAVE AGENDA ITEMS IN HAND BY A LEAST SEVEN (7) BUSINESS DAYS PRECEDING THE SCHEDULED MEETING; THIS IS TO ENSURE THAT THE STAFF HAS SUFFICIENT TIME TO RESEARCH MATERIAL RELATING TO THE ITEMS. IN MANY INSTANCES, THE REQUEST(S) CAN BE RESOLVED AT THE STAFF LEVEL WITHOUT THE NEED FOR ANY PLANNING COMMISSION ACTION. ALL REQUESTS WILL FIRST BE DIRECTED TO THE BUILDING DEPARTMENT FOR REVIEW. YOU MAY BE REQUESTED TO MEET WITH THE BUILDING OFFICIAL IN AN EFFORT TO SATISFY YOUR REQUEST. EACH SPEAKER WILL BE GIVEN A CHANCE TO PRESENT HIS OR HER SUBJECT MATTER TO THE PLANNING COMMISSION. (ALL PLATS MUST BE FILED WITH THE CITY PROPERTY MANAGER AT LEAST 14 DAYS PRIOR TO THE MATTER AT WHICH FORMAL APPLICATION FOR THE PLAT APPROVAL IS MADE TO THE PLANNING COMMISSION.)

PLEASE PRINT THE FOLLOWING INFORMATION:

NAME OF PRESENTER/SPEAKER:

Ray Olivariz or Daloris Olivariz

ORGANIZATION (IF ANY):

STREET/MAILING ADDRESS:

1310 Ave O

CITY, STATE, ZIP CODE:

Freeport, TX 77541

PHONE NUMBER WHERE YOU CAN BE REACHED DURING REGULAR BUSINESS HOURS:

SUBJECT MATTER OF PRESENTATION (INCLUDING A DESCRIPTION OF COMMISSION ACTION TO BE TAKEN, IF ANY):

*need stop sign on the middle
of Ave O i'm to stop the speeding
of vehicle on these streets*

SIGNATURE

Daloris Olivariz

DATE

5-6-09

"ALL REQUESTS MUST BE APPROVED BY THE BUILDING OFFICIAL BEFORE BEING PLACED ON A MEETING AGENDA."

INVITATION TO BID

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

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

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

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

Any bid must include all of the property described above.

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

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

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

Delia Muñoz, City Secretary
City of Freeport, Texas

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

SPECIFICATIONS FOR LEASE OF WATER CRAFT LOCATION

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

LEASE OF REAL PROPERTY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(H) In order to provide refreshments to the public, Lessee may develop a small concession stand, to be constructed and maintained according to plans and specifications to be approved by the City Manager and all city and state health requirements. This may include T-shirt and souvenir sales of items to be approved by the City Manager.

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

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

7. CONSTRUCTION OF IMPROVEMENTS; REPAIRS BY LESSEE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE CITY OF FREEPORT, TEXAS, Lessor

By _____
Larry McDonald, Sr., Mayor

ATTEST:

Delia Muñoz, City Secretary

-- , Lessee

OR

[NAME OF COMPANY OR FIRM]

[By _____
Its _____]