

NOTICE OF PUBLIC HEARING
THE FREEPORT CITY COUNCIL
THURSDAY, SEPTEMBER 3, 2015, 6:15 P.M.
FREEPORT MUNICIPAL COURT ROOM
FREEPORT POLICE DEPARTMENT, 430 NORTH BRAZOSPORT BLVD.
FREEPORT, TEXAS
AGENDA
FORMAL SESSION

1. Call to order.
2. Invocation.
3. Pledge of Allegiance.
4. Consideration of approving the August 17, 2015 Council Minutes. Pg. 640-643
5. Attending citizens and their business.
6. Consideration of approving an Interlocal Agreement with Brazoria County and the City of Freeport for the repair of streets for Fiscal Year 2015-2016. Pg. 644-647
7. Consideration of appointing qualified person(s) to the remainder of current terms and/or expired terms on the following boards and commissions:
 - Planning Commission
 - Library Board
 - Board of Adjustment
 - Urban Renewal Board
 - Beautification/Parks & Recreation
 - Economic Development
 - Charter Review
 - Senior Citizens Commission
8. Consideration of approving the Planning Commission recommendation to erect stop signs on 4th and Dixie and 8th and Dixie.

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 Bar of Texas clearly conflicts with Chapter 551, Government Code, to wit:

- Praxair

Adjourn

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 Americans with Disabilities Act, the City of Freeport will provide for reasonable accommodations for persons attending City Council Meetings. Request should be received 48 hours prior to the meeting. Please contact the City Secretary office at 979-233-3526.

I, Delia Munoz 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 West 2nd Street, Freeport Texas, August 28, 2015 at or before 5:00 p.m.

Delia Munoz - City Secretary
City of Freeport, Texas

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the Freeport City Council met on Monday, August 17, 2015
At 6:00 p.m., at the Freeport Police Department, Municipal Court Room, 430 North Brazosport
Boulevard, Freeport Texas for the purpose of considering the following agenda items:

City Council:

Mayor Norma Moreno Garcia
Councilman Larry L. McDonald – absent
Councilman Fred Bolton
Councilwoman Sandra Loeza
Councilwoman Sandra Barbree

Staff:

Jeff Pynes, City Manager
Gilbert Arispe, Assistant City Manager
Delia Munoz, City Secretary
Wallace Shaw, City Attorney
Nat Hickey, Property Manager
Bob Welch, Finance Director
Brian Davis, Fire Chief
Dan Pennington, Police Chief

Visitors:

Larry Fansher	Jerry Meeks
Moby Burrige	Evelyn Burrige
Annette Sanford	

Call to order.

Mayor Norma Moreno Garcia called the meeting to order at 6:00 p.m.

Invocation.

Wallace Shaw offered the invocation.

Pledge of Allegiance.

Jeff Pynes led the Pledge of Allegiance.

Consideration of approving the August 3, 11, 12, 2015 Council Minutes.

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present
voting "Aye", Council unanimously approved the August 3, 11, 12, 2015 Council Minutes.

Attending citizens and their business.

Thomas Zirlott of 1814 N. H complained that residents that live on corners did not use the front of the house to roll their trash cans to the front of the house. It makes it hard on Waste Mangement to go back and forth picking up the trash from the side of the street.

Consideration of rescheduling September 7, 2015 Council Meeting to September 8, 2015 due to Labor Day Holiday .

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting "Aye", Council unanimously approved to reschedule September 7, 2015 Council Meeting to September 9, 2015.

Consideration of approving the sale of City's interest on Block 3, Lot 25, No. 2 Bridge Harbor, Tax. Id 2190-0219-000.

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting "Aye", Council unanimously declined the sale of the City's interest on Block 3, Lot 25, No. 2 Bridge Harbor, Tax Id. 2190-0219-000.

Consideration of advertising and setting a bid date for September 14, 2015 for ground care, certain right-of-ways and parks in the City.

On a motion by Councilman Bolton, seconded by Councilwoman Loeza, with all present voting "Aye", Council unanimously approved a bid date for September 14, 2015 for ground care, certain right-of-ways and parks in the City.

Consideration of setting September 8, 2015 for a Public Hearing and adoption of the Budget for the fiscal year 2015-2016.

On a motion by Councilwoman Loeza, seconded by Councilwoman Barbree, with all present voting "Aye", Council approved September 9, 2015 for a Public Hearing and adoption of the Budget for the fiscal year 2015-2016.

Consideration of proposing a tax rate for fiscal year 2015-2016 and if such proposed tax rates exceeds the effective rate , setting by a record vote; two public hearing for September 3 & 8, 2015.

On a motion by Councilman Bolton, "I propose a tax increase of 4.01% above the Effective Tax Rate based on the Rollback Tax Rate of \$0.671524 per \$100 in value, and setting two public hearings to discuss and consider such proposed tax rate, one on September 3rd and September 9th, at 6:00 p.m., seconded by Councilwoman Loeza. Council unanimously approved.

Against: 0

Councilman McDonald

Consideration of approving and signing a replat for Clinton F. Wong, being 330.599 acres out of the Velasco Townsite, recorded in Volume 32, Page 14 of the Brazoria County Deed Records in the City of Freeport, Alexander Calvit Survey, Abstract 49 and Eli Mitchell Survey, Abstract 99 and the Cristian Henniger Survey, Abstract 211 Brazoria County, Texas.

On a motion by Councilwoman Loeza, seconded by Councilwoman Barbree, with all present voting "Aye", Council unanimously approved signing a replat for Clinton F. Wong, being 330.599 acres out of the Velasco Townsite, recorded in Volume 32, Page 14 of the Brazoria County Deed Records in the City of Freeport, Alexander Calvit Survey, Abstract 49 and Eli Mitchell Survey, Abstract 99 and the Cristian Henniger Survey, Abstract 211 Brazoria County, Texas.

Consideration of approving Ordinance No. 2015-2093 amending Chapter 33 of the Code of Ordinances of said City to add thereto a new section, to be known as Section 33.011 providing for the appointment by the City Council, at the request of the Municipal Court Judge, of an assistant Municipal Court Judge and one or more temporary Municipal Court Judges and to provide for the qualifications, compensation and powers and duties of all such judges.

No motion made.

Consideration of approving Resolution No. 2015-2470 appointing Jack Brown as Temporary Municipal Court Judge.

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting "Aye", Council unanimously approved Resolution No. 2015-2470 appointing Jack Brown as Temporary Municipal Court Judge.

Consideration of the approval of any action to be taken as a result of closed executive session.

No motion made

Mayor Norma M. Garcia closed the formal session at 6:20 p.m.

Executive Session:

Deliberations concerning the duties of a public officer or employee:

- **City Manager**

Mayor Norma M. Garcia closed the Executive Session at 7:00 p.m. and reconvened the formal session to adjourn.

Adjourn

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting "Aye", Mayor Norma M. Garcia adjourned the meeting at 7:00 p.m.

Mayor Norma Moreno
City of Freeport, Texas

Delia Munoz, City Secretary
City of Freeport, Texas

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

INTERLOCAL AGREEMENT

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

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

1.0 The term of this agreement shall be from October 1, 2015, to September 30, 2016. The AGREEMENT may be renewed annually by the written approval of COUNTY and CITY.

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

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

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

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

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

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

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

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

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

II.

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

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

III.

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

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

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

SIGNED AND ENTERED this the _____ day of _____, 2015.

BRAZORIA COUNTY, TEXAS


By: L.M. "Matt" Sebesta
Brazoria County Judge

By: Mayor

ATTEST:

CITY SECRETARY