

NOTICE OF PUBLIC HEARING
THE FREEPORT CITY COUNCIL
MONDAY, FEBRUARY 6, 2017 6:00 P.M.
FREEPORT MUNICIPAL COURT ROOM
FREEPORT POLICE DEPARTMENT, 430 NORTH BRAZOSPORT BLVD.
FREEPORT, TEXAS
AGENDA

1. Call to order.
2. Invocation.
3. Pledge of Allegiance.
4. Attending citizens and their business.

Public Appearances:

Members of the public are allowed to address the City Council at this time. Note, specific factual information or a recitation of existing policy may be furnished in response to an inquiry made, but any deliberation, discussion, or decision with respect to any subject about which the inquiry was made shall be limited to a proposal to place such subject on the agenda for a subsequent meeting for which notice is provided in compliance with the Texas Open Meetings Act unless said notice appears herein. The public is reminded that there is a (4) minute time limit as approved by City Council on June 21, 2010.

5. Consideration of approving November 21, 2016 Council Minutes. Pg. 1-3
6. Proclamation: Proclaiming the month of March as “Bleeding Disorders Awareness Month in Freeport , Texas. Pg. 4
7. Consideration of approving Ordinance No. 2016-2125 enacting and adopting a supplement (S-20) to the Code of Ordinance of the City of Freeport. Pg. 5-6
8. Consideration of approving Ordinance No. 2017-2129 calling the Annual General Election for the City of Freeport for the first Saturday in May, being May 6, 2017 at which the voters of said City residing in Wards B and D shall be permitted to vote for or against the candidates for positions B and D on the City Council of the City of Freeport and at which the voters of said City shall elect at large a mayor for said City. Pg. 7-18
9. Consideration of approving Resolution No. 2017-2509 suspension of CenterPoint Energy’s proposed effective date related to its statement of intent to increase rates filed on or about November 16, 2016. Pg. 19-26

10. Consideration of approving Resolution No. 2017-2510 authorizing the City to apply for a NIBRS Compliant RMS Project Grant to the Office of the Governor, Criminal Justice Division and agreeing to certain conditions in connection with such Grant No. 3232001. Pg. 27-29
11. Consideration of approving Resolution No. 2017-2511 authorizing the City Manager to apply to the office of the Governor, Criminal Justice Division for Fiscal Year 2017-2018, Radio Console Upgrade and Interoperability Grant and agreeing to certain conditions in connection with such Grant No. (3240301). Pg. 30-32
12. Consideration of approving Resolution No. 2017-2512 authorizing the City Manager to apply to the Office of the Governor, Criminal Justice Division, for Fiscal Year 2017-2018 Asset Protection Initiative Grant and agreeing to the certain conditions in connections with such Grant No. 3251701. Pg. 33-35
13. Consideration of approving and accepting an application for commercial tax abatement on Lots 1, 2, 3 and 4, Block 164, Dow First Addition of the City of Freeport, Texas, setting a date for a hearing on such application and approving the form for a tax abatement agreement between the City and the owner(s) of such lots. Pg. 36-58
14. Consideration of approving the sale of the City's interest in Block 715, Lot 24, Velasco Townsite, Tax Id. No. 8110-3076-00, known as 1223 N. Ave. M. Pg. 59-65
15. Consideration of approving the sale of the City's interest on Block 71, Lot 12, Velasco Townsite, Tax Id. No. 8110-0177-000, known as 224 South Ave. I. Pg. 66-69
16. Consideration of approving the sale of the City's interest on Block 36, Lot 9, 10 & 12, Velasco Townsite, Tax Id. No. 8110-0394-000, known as 618-624 South Ave. F. Pg. 70-74
17. Consideration of the approval of a 0.1433 acre easement granted by Freeport LNG to the City of Freeport to permit the installation of a waterline from the City's water main in the State Highway 332 right-of-way to a Freeport LNG facility located South of that highway and authorization of the Mayor to execute and the City Secretary to attest such easement on behalf of the City and cause it to be recorded in the Official Records of Brazoria County, Texas. Pg. 75-86
18. Consideration of the approval of a 1.895 acre easement granted by Freeport LNG to the City of Freeport to permit the installation of a waterline from the City's water main in the State Highway 332 right-of-way to a Freeport LNG facility located South of that highway and authorization of the Mayor to execute and the City Secretary to attest such easement on behalf of the City and cause it to be recorded in the Official Records of Brazoria County, Texas, upon receipt of the signed original of such easement. Pg. 87-94

19. Consideration of the approval of a 4.02 acre easement granted by Freeport LNG to the City of Freeport to permit the installation of a waterline from the City's water main in the State Highway 332 right-of-way to a Freeport LNG facility located South of that highway and authorization of the Mayor to execute and the City Secretary to attest such easement on behalf of the City and cause it to be recorded in the Official Records of Brazoria County, Texas, upon receipt of the signed original of such easement and a photocopy of a signed and acknowledged warranty deed conveying such 4.02 acres to Freeport LNG. Pg. 95-102
20. Consideration of approving a proposal by Sign AD to remove 880 square feet of signage on Hwy. 288 (old existing wooden billboard) one mile South of Hwy. 332, in exchange for City approval to convert a single face of their existing sign located at 1924 Brazosport Boulevard to a digital/LED face. Pg. 103-116
21. Discuss and consider approving LJA Engineering, Inc. proposal and Service Agreement on Soccer Fields/Football Recreational Complex Rehabilitation, located at Cherry at West 7th Street. Pg. 117-134
22. Consideration of approving a final plat of Blue Dolphin Site Subdivision, a subdivision of 80.289 acres, being the residual of a called 105.52 acre tract recorded in Volume 1058, page 783 of the Brazoria County Deed Records and a portion of Lot I in the Brazos Coast Investment Company Subdivision Number 10 recorded in Volume 2, Page 145 of the Brazoria County Deed Records in the F. J. Calvit League, Abstract 51, Brazoria County, December 2016.
23. Consideration of approving a re-plat of Freeport Christian Center, Lots 2-8 of Velasco Heights Annex, A. Calvit League, Abstract No. 49, Brazoria County.
24. Consideration of approving Kendig Keast Collaborative (KKC) Exhibit A Scope of Service and Exhibit B Support Services of Client for Freeport Master Plan. Pg. 135-149
25. Consideration of authorizing the City Attorney to prepare an ordinance for closing, abandoning and/or the sale of Ash Street right of way on West 9th Street, Windsor Terrace Subdivision, between Block 3, Lot 18, (Zoned R-2) and Lot 1, Block 4 (Zoned R-3). Pg. 150-158
26. Consideration of advertising and setting a bid date for March 6, 2017 for stabilization of asphalt in Second Street, beginning at the apron on Brazosport Boulevard (SH 288) to the East side of Brazos Boulevard, right-of-way under the Navigation Boulevard (FM1495) bridge, an area of approximately 450,000 to 500,000 square feet, using SA-44/LS-44 ecological stabilizer, with all joints in underlying concrete pavement to be stabilized with Geo-grid underlayment to bridge movement between the concrete, slabs and flexible road stabilizer, according to the below mentioned plans and specifications. Pg. 159-167

27. Consideration of advertising and setting a bid date for March 6, 2017 for installation of asphalt Type D in Second Street, beginning at the apron on Brazosport Boulevard (SH 288) to the East side of Brazos Boulevard, right of way under the Navigation Boulevard (FM 1495) bridge, an area of approximately 450,000 to 500,000 square feet, and restriping to original markings, according to the below mentioned plans specifications. Pg. 168-177
28. Consideration of approving a request from Vijay Patel for parking six park models RV's in Freeport RV Park till September 2024. Pg. 178-181
29. Consideration of approving Gardner Campbell proposal to develop 600 Block of West Brazos and to close, abandon the 600 Block of West Brazos.
30. Consideration of taking action on any item discussed in Executive Session.

Work Session:

- A. Discuss with Gardner Campbell his proposal to develop 600 Block of West Brazos and to close, abandon the 600 Block of West Brazos.

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:

- 2017 Housing Initiatives
- Municipal Water Service to Commerce Street and outside the Extra Territorial Jurisdiction (ETJ) area.

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 in the official glass case at the rear door of the City Hall, within 24 hours a day public access, 200 West 2nd Street, Freeport Texas, February 3, 2017 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 City Council of the City of Freeport met on Monday, November 21st, 2016 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
Councilman Fred Bolton – Absent
Councilwoman Nicole Mireles
Councilwoman Sandra Barbree

Staff:

Jeff Pynes, City Manager
Gilbert Arispe, Assistant City Manager
Julian “Pat” Taylor, Asst. City Attorney
Delia Munoz, City Secretary
Dan Pennington, Police Chief
Bob Welch, Finance Director

Visitors:

Eric Hayes	Melanie Oldham
Manning Rollerson	Douglas Domingues
Moby Burrige	Evelyn Buridge
Lila Lloyd	Margaret McMahan
Keith Stumbaugh	Roy Yates
Sandra Barnett	James Barnett
Lila Diehl	Angie Williams
Ruben Renobato	Ruth Renobato
Edmeryl Williams	

Call to order.

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

Invocation.

Chief Dan Pennington offered the invocation.

Pledge of Allegiance.

Mayor Norma Moreno Garcia led the Pledge of Allegiance.

Attending citizens and their business.

Public Appearances:

Members of the public are allowed to address the City Council at this time. Note, specific factual information or a recitation of existing policy may be furnished in response to an inquiry made, but any deliberation, discussion, or decision with respect to any subject about which the inquiry was made shall be limited to a proposal to place such subject on the agenda for a subsequent meeting for which notice is provided in compliance with the Texas Open Meetings Act unless said notice appears herein. The public is reminded that there is a (4) minute time limit as approved by City Council on June 21, 2010.

Manning Rollerson complained that he had submitted an open records request three months ago and had not received it.

Ruben Renobato of 1507 W. 2nd Street, stated that an open records had been submitted and the City Secretary informed the requester that we did not have a written policy for placing items on the City Council Agendas and that a one page was attached to the request. He requested that on the next subsequent meeting council implement a policy and procedure as to place items on the agenda.

Lila Lloyd of 1620 North T, responded to the question from the opinion page “why do the property owners have to give the port money”? The land owners must pay property taxes to the Brazos River Harbor Navigation District. She pays taxes to both places and doesn’t want to be a member of the Brazos River Harbor Navigation District and forced off her my own property. She feels that City Government needs to commit to life as priority or it will continue to be diminished by outside forces.

Doug Domingues of 1314 W. 5th Street commended the Chief of Police and two Police Officers that assisted him in a car break down situation. He stated that it was not clear what was voted on the July 11, 2016 council meeting in reference to the new city manager contract. He asked Council to place this item on the next council agenda for rescinding.

Melanie Oldham of 922 W. 5th Street complained about an Open Records Request for any and all information on the City of Freeport Redevelopment Authority.

Consideration of approving November 7, 2016 Council Minutes.

On a motion by Councilman McDonald, seconded by Councilwoman Barbree, with all present voting “Aye”, Council unanimously approved the November 7, Council Minutes.

Consideration of approving Ordinance No. 2016-2122 amending the budget for the Fiscal Year 2015-2016.

On a motion by Councilwoman Barbree, seconded by Mayor Norma Garcia, with all present voting “Aye”, Council unanimously approved Ordinance No. 2016-2122 amending the budget for the Fiscal Year 2015-2016.

Consideration of approving Ordinance No. 2016-2128 repealing item two of Ordinance No. 2016-2113, which amended Section 71.51 of the Code of Ordinances of said City, to authorize a stop sign on North Ave. D, between Quintana and McNeil Streets, removing such location from Section 71.51 and directing the City Manager of said City to remove any stop sign on Ave. D, between Quintana and McNeil Streets, placed thereon pursuant to said Ordinance No. 2016-2113.

On a motion by Councilwoman Mireles, seconded by Councilman McDonald, with all present voting "Aye", Council unanimously approved Ordinance No. 201-2128 repealing item two of Ordinance No. 2016-2113, which amended Section 71.51 of the Code of Ordinances of said City, to authorize a stop sign on North Ave. D, between Quintana and McNeil Streets, removing such location from Section 71.51 and directing the City Manager of said City to remove any stop sign on Ave. D, between Quintana and McNeil Streets, placed thereon pursuant to said Ordinance No. 2016-2113.

Consideration of cancelling December 19, 2016 Council Meeting.

On a motion by Councilman McDonald, seconded by Councilwoman Barbree, with all present voting "Aye", Council unanimously approved to cancel the December 19, 2016 Council Meeting.

Consideration of taking action on any item discussed in Executive Session.

Mayor Norma M. Garcia closed the Formal Session and opened the Executive Session at 6:19 p.m.

Mayor Norma Moreno Garcia reconvened the meeting at 6:26 p.m. No action taken.

Executive Session

Section 551.072, Government Code

Deliberations concerning the purchase, exchange, lease or value of real property when deliberation in an open meeting might have a detrimental effect on the position of the City Council in negotiations with a third person, to wit;

- Regarding contractual negotiations for a new Recycling and Bulky Trash Deployment Center.

No action taken

Mayor Norma Moreno Garcia reconvened the meeting at 6:26 p.m.

Adjourn

On a motion by Councilwoman Barbree, seconded by Councilman McDonald, with all present voting "Aye", Mayor Norma M. Garcia adjourned the meeting at 6:26 p.m.

Mayor Norma Moreno Garcia
City of Freeport, Texas

Delia Munoz, City Secretary
City of Freeport, Texas

PROCLAMATION

WHEREAS, Hemophilia and von Willebrand Disease are genetic bleeding disorders that prevent the blood from clotting normally.

WHEREAS, Hemophilia A occurs in 1 in 5,000 live male births. Hemophilia A is about four times as common as Hemophilia B. The number of people with Hemophilia in the United States is estimated to be about 20,000 individuals.

WHEREAS, von Willebrand disease is believed to be the most common bleeding disorder. It is estimated to affect up to 1% of the United States population. Of the main subtypes, Type 1 (the mildest form) is most common, accounting for 70% of all cases;

NOW THEREFORE, I Norma Moreno Garcia, on this date of February 6, 2017 by virtue of the authority vested in me as Mayor of Freeport and on behalf of all in city government and all our citizens, do hereby proclaim:

The month of March as “BLEEDING DISORDERS AWARENESS MONTH” in Freeport, Texas, Brazoria County.

Mayor Norma Moreno Garcia
City of Freeport, Texas

ORDINANCE NO. _____

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

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

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

Whereas, supplements S-1, S-2, S-3, S-4, S-5, S-6, S-7, S-8, S-9, S-10, S-11, S-12, S-13, S-14, S-15, S-16, S-17, S-18 and S-19 to said Code of Ordinances prepared by ALP have heretofore been adopted by Ordinance Numbers 1817, 1813, 1853, 1888, 2001-1931, 2002-1998, 2003-2024, 2005-2104, 2006-2136, 2007-2175, 2008-2211-B, 2009-2225, 2010-2258, 2011-2290, 2012-2028, 2013-2055, 2014-2070, and 2015-2099b of the City, respectively; and,

WHEREAS, ALP has completed supplement S-20 to said Code of Ordinance containing all ordinances of a general and permanent nature enacted since the adoption of Supplement S-19 and has recommended its adoption by the enactment of this ordinance.

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

First, Supplement S-20 to the Code of Ordinances of the City of Freeport, Texas, as submitted by ALP, and as attached hereto, be and the same is hereby adopted by reference as if set out in its entirety.

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

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

READ, PASSED AND ADOPTED this _____ day of _____, 2017.

Norma Moreno Garcia, 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

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AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; CALLING THE ANNUAL GENERAL ELECTION FOR THE CITY OF FREEPORT FOR THE FIRST SATURDAY IN MAY, 2017, BEING MAY 6, 2017, AT WHICH THE VOTERS OF SAID CITY RESIDING IN WARDS B AND D SHALL BE PERMITTED TO VOTE FOR OR AGAINST THE CANDIDATES FOR POSITIONS B AND D ON THE CITY COUNCIL OF THE CITY OF FREEPORT AND AT WHICH THE VOTERS OF SAID CITY SHALL ELECT AT LARGE A MAYOR FOR SAID CITY; PROVIDING POLLING PLACES FOR SAID ELECTION; ESTABLISHING THE QUALIFICATIONS FOR CANDIDATES FOR THE OFFICES TO BE VOTED UPON; PROVIDING FOR APPLICATIONS FOR CANDIDATES AND SPECIFYING A FILING DEAD LINE AND THE DATE WHEN FILING MAY BEGIN; PROVIDING FOR THE QUALIFICATION OF ELECTORS; APPOINTING THE OFFICERS OF SAID ELECTION AND DESIGNATING THE NUMBER OF CLERKS TO ASSIST IN CONDUCTING SAID ELECTION AND THE COMPENSATION TO BE PAID THE ELECTION JUDGE AND CLERKS; PROVIDING FOR EARLY VOTING; PROVIDING FOR RATIFICATION AND CONFIRMATION BY THE MAYOR OF SAID CITY OF THE ACTION TAKEN BY THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, pursuant to Section 3.01 of the Home Rule Charter of the City of Freeport, Texas ("the City"), NORMA MORENO GARCIA was elected Mayor and FRED BOLTON and SANDRA BARBREE were elected on the second Saturday in May, 2015, to Council Position B and Council Position D on the City Council of the City, respectively, for a two (2) year term each; and,

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

SECTION ONE--Election for Mayor and Wards B and D Called.

Pursuant to said Section 3.01, the Mayor and City Council hereby order and ordain, respectively, that an election required to be held in the City at large for Mayor, a position now held by NORMA MORENO GARCIA, and in Wards B and D for Council Position B and D, now held by FRED BOLTON and SANDRA BARBREE, respectively, be hold on the first Saturday in May of 2017, being May 6, 2017, between the hours of 7:00 o'clock a.m. and 7:00 o'clock p.m., each such election being for a term of two (2) years.

SECTION TWO-Municipal Polling Places

As provided in the Joint Election Agreement and Contract for Election Services between the City and the County Clerk of Brazoria County, Texas, which is incorporated herein by reference, for the purpose of the election called by this ordinance, there shall be two (2) municipal polling places, one located outside the City of Freeport at the Oyster Creek City Hall, located at 3210 FM 523 in the Village of Oyster Creek, Texas, where voters residing in Brazoria County Election Precinct 8 and also residing within the City of Freeport shall vote on election day and one within the City of Freeport located at the Brazosport High School, Cafeteria, 1800 West Second Street, Freeport, Brazoria County, Texas, where all other voters residing within the City shall vote on election day. On that day, voting will also be permitted at the following Polling Places:

East Annex (Old Walmart)	1524 E Mulberry, Angleton
Pct 4 Government Offices	121 N. 10 th St., West Columbia
Ryan Center	2925 South Bypass 35, Alvin
Brazoria Library	620 S Brooks, Brazoria
Holiday Lakes City Hall	195 N Texas Ave, Holiday Lakes
Liverpool City Hall	8901 CR 171, Liverpool
Bonney Annex Building	19025 FM 521, Bonney
Drainage District #4 Building	4813 W Broadway, Pearland
Turner High School	4717 Bailey Rd., Pearland
Sweeny Community Center	205 W Ashley-Wilson Rd, Sweeny
Danbury Community Center	6115 5 th St, Danbury
Clute City Hall	108 E. Main, Clute
Jones Creek Comm House	7207 Stephen F. Austin Rd., Jones Creek
Lake Jackson Civic Center	333 Hwy 332 East, Lake Jackson
Richwood City Hall	1800 N Brazosport Blvd, Richwood
Hillcrest Village Municipal Building	200 W Timberlane, Alvin
Westside Event Center	2150 Countryplace Pkwy, Pearland
Mims Community Center	4283 FM 521, Brazoria

Surfside Beach City Hall	1304 Monument Dr, Surfside Beach
Alvin Library	105 S Gordon, Alvin
Courthouse North Annex	7313 Corporate Dr, Manvel
Silverlake Recreation Center	2715 Southwyck Pkwy, Pearland
Pearland Library	3522 Liberty Dr, Pearland
Fellowship Bible Church	1720 E Broadway, Pearland
Courthouse West Annex	451 N Velasco, Angleton
Pearland Westside Library	2803 Business Center Dr #101, Pearland

SECTION THREE--Candidates, Applications and Filing Fees.

(a) Everyone who has attained the age of eighteen (18) years, who has resided within the incorporated limits of the City for a period of six (6) months immediately preceding the last day on which a candidate's application for a place on the ballot could be delivered to the City Secretary, as hereinafter provided, shall be eligible to become a candidate for the office of Mayor of the City by filing a sworn application, as hereinafter provided.

(b) Everyone who has attained the age of eighteen (18) years, who has resided within the incorporated limits of the City for a period of six (6) months immediately preceding the last day on which a candidate's application for a place on the ballot could be delivered to the City Secretary, as hereinafter provided, and who:

(1) resides in Ward B, as defined in said Ordinance No. 2002-2001, on the day such application is filed, shall be eligible to become a candidate for the office of Council Position B by filing a sworn application, as hereinafter provided; and,

(2) resides in Ward D, as defined in said Ordinance No. 2002-2001, on the day such application is filed, shall be eligible to become a candidate for the office of Council Position D by filing a sworn application, as hereinafter provided.

(c) Each candidates application shall be in writing, contain the matters set out in Section 141.031, Texas Election Code and be filed with the City Secretary of the City.

(d) An application may not be filed earlier than the 30th day before the deadline prescribed by the Texas Election Code for filing such application and must be filed not later than 5:00 o'clock p.m. of the 78th day prior to the day of election, being January 18, 2017, and February 17, 2017, respectively,.

SECTION FOUR--Electors.

Every person eligible to vote under the provisions of Chapter 11 of Title 2 of the Texas Election Code who is a resident of the City and who is duly registered to vote in the county election precinct where and on the day on which he or she votes, shall be entitled to vote for or against the candidates for Council Position B, if such voter resides in Ward B as defined in Ordinance No. 2002-2001, and for or against the candidates for Council Position D, if such voter resides in Ward D, as defined in Ordinance No. 2002-2001.

SECTION FIVE--Officers of Election and Compensation Thereof.

The Presiding Judge, Alternate Presiding Judge and clerks needed on the day of election for the election called by this ordinance, for the early ballot board and the central counting station shall be appointed, have the duties and be compensated as provided in the Joint Election Agreement and Contract for Election Services between the City and the County Clerk of Brazoria County, Texas, which is incorporated herein by reference.

SECTION SIX--Early Voting.

Early voting shall begin on April 24, 2017, and ends on May 2, 2017, such early voting to be conducted by the County Clerk of Brazoria County, Texas, at the following locations between the hours of 8:00 a.m. and 5:00 p.m., Monday, April 24, 2017, through Friday, April 28, 2017, and between the hours of 7:00 a.m. through 7:00 p.m. on Saturday, April 29, 2017, Monday, May 1, 2017, and Tuesday, May 2, 2017, to-wit:

<u>Angleton Main Location:</u>	East Annex (Old Walmart Building) 1524 E. Mulberry, Angleton
<u>Alvin Branch Location:</u>	Ryan Center 2925 South Bypass 35, Alvin
<u>Brazoria Branch Location:</u>	Brazoria Library 620 S. Brooks, Brazoria
<u>Freeport Branch Location:</u>	Freeport Library 410 Brazosport Blvd., Freeport
<u>Lake Jackson Branch Location:</u>	Lake Jackson Library 250 Circle Way, Lake Jackson
<u>Manvel Branch Location:</u>	Courthouse North Annex 7313 Corporate Dr., Manvel
<u>Pearland East Branch Location:</u>	TBD
<u>Pearland West Branch Location:</u>	Public Safety Building 2555 Cullen Blvd., Pearland
<u>Shadow Creek Branch Location:</u>	Pearland Westside Library 2803 Business Dr. #101, Pearland
<u>Sweeny Branch Location:</u>	Sweeny Community Center 205 W. Ashley Wilson Rd., Sweeny
<u>West Columbia Branch Location:</u>	San Jacinto Room, West Columbia City Hall 512 E Brazos, West Columbia

SECTION SEVEN--Method of Voting and Conducting Election.

Both early voting and all voting on the day named above for the holding of said charter amendment election shall be in the manner specified in the Joint Election Agreement and Contract for Election Services between the City and the County Clerk of Brazoria County, Texas, mentioned above.

SECTION EIGHT--Notice of Election.

(a) The Mayor of the City is hereby authorized and directed to issue a notice of said special election, including a substantial copy of above and foregoing proposition, and to cause the same to be posted in accordance with Section 4.003(a) (2) of the Election Code for at least twenty-one (21) days prior to the date named above for the holding of said election on the bulletin board used for posting notices of meetings of the City Council.

(b) The City Secretary of the City is hereby authorized and directed to cause a copy of such notice, including a substantial copy of above and foregoing proposition, to be published in a newspaper in accordance with Section 4.003(a) (1) of the Election Code, such publication to be at least ten (10) days before but not more than thirty (30) days before the date named above for the holding of said special election.

SECTION NINE--Ratification and Confirmation by Mayor.

By signing this ordinance, the undersigned Mayor of the City hereby ratifies and confirms as his action all matters hereinabove recited which by law come within his jurisdiction.

SECTION TEN--Effective Date.

This ordinance shall be effective immediately upon its passage and approval.

READ, PASSED AND APPROVED this ____ day of _____, 2017.

Norma Moreno Garcia, 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.Elc\2015 Election-Ord

AVISO DE ELECCION PARA ALCALDE Y PARA POSICIONES CONSEJALES B Y D

PARA: TODAS LAS PERSONAS CON DERECHO AL VOTO BAJO LAS PROVISIONES DEL CAPITULO 11 DE EL TITULO 2 D EL CODIGO DE ELECCIONES DE TEXAS QUE SON RESIDENTES DE LA CIUDAD DE FREEPORT, TEXAS, Y QUE SE ENCUENTRAN DEBIDAMENTE REGISTRADOS PARA VOTAR EN EL RECINTO DONDE Y EN EL DIA EN QUE SE VOTE, SALUDOS:

I.

Este es un aviso que una eleccion general annual se llevara acabo en la Ciudad de Freeport, Texas, en el primer Sabado en Mayo, 2017, que es Mayo 6, 2017, entre las horas de 7:00 a.m. y 7:00 p.m. con el proposito de elegir, para un termino de dos (2) anos, a una persona para la posciciones de Alcalde, ahora ocupada por NORMA MORENO GARCIA, y en los distritos electorales B y D, con el proposito de elegir para un termino de 2 años cada uno, a personas par alas siguientes pocisiones de la Ciudad de Freeport, Texas, a saber:

Posicion Consejal B, ahora ocupada por FRED BOLTON; Y

Posicion Consejal D, ahora ocupada por, SANDRA BARBREE.

II.

Conforme lo dispuesto en le acuerdo de election conjunta y en el contrato de servicios de eleccion entre la Ciudad y el Secretario del Condado de Brazoria, Texas, debera haber dos (2) lugares de votacion municipal para dicha eleccion, uno localizado afuera de la ciudad de Freeport en el Oyster Creek City Hall, localizado en el 3210 FM 523 en el pueblo de Oyster Creek, Texas, donde los votantes que viven en el Condado de Brazoria recinto de eleccion 8 y tambien que viven dentro de la ciudad de Freeport deben votar el dia de la eleccion y uno dentro de la Ciudad de Freeport localizado en el Freeport Library, 410 Brazosport Blvd, Freeport, Texas, donde todos los votantes que viven dentro de la Ciudad de Freeport deben votar el dia de eleccion. En ese dia votaciones tambien se permitiran en cualquiera de los siguientes Sitios de votacion:

East Annex (Old Walmart)	1524 E Mulberry, Angleton
Ryan Center	2925 South Bypass 35, Alvin
Brazoria Library	620 S Brooks, Brazoria
Liverpool City Hall	8901 CR 171, Liverpool
Drainage District #4 Building	4807 W Broadway, Pearland
Turner High School	4717 Bailey Rd., Pearland
Sweeny Community Center	205 W Ashley-Wilson Rd, Sweeny
Danbury Community Center	6115 5th St, Danbury
Clute City Hall	108 E. Main, Clute

Jones Creek Comm House	7207 Stephen F. Austin Rd., Jones Creek
Lake Jackson Civic Center	333 Hwy 332 East, Lake Jackson
Richwood City Hall	1800 N Brazosport Blvd, Richwood
Hillcrest Village Municipal Building	200 W Timberlane, Alvin
Westside Event Center	2150 Countryplace Pkwy, Pearland
Mims Community Center	4283 FM 521, Brazoria
Surfside Beach City Hall	1304 Monument Dr, Surfside Beach
Alvin Library	105 S Gordon, Alvin
Courthouse North Annex	7313 Corporate Dr, Manvel
Silverlake Recreation Center	2715 Southwyck Pkwy, Pearland
Tom Reid Library	3522 Liberty Dr, Pearland
Fellowship Bible Church	1720 E Broadway, Pearland
Courthouse West Annex	451 N Velasco, Angleton
Pearland Westside Library	2803 Business Center Dr #101, Pearland

III.

Votaciones anticipadas deben comensar Abril 24, 2017, y terminar Mayo 2, 2017, dichas votaciones anticipadas debran ser llevadas acabo por el Secretario de el Condado de Brazoria, Texas entre las horas de 8:00 a.m. y 5:00 p.m. en los siguientes lugares, desde el Lunes Abril 24, 2017 hasta el Viernes Abril 28, 2017 y entre las horas de 7:00 a.m y 7:00 p.m. el Sabado Abril 29, 2017, el Lunes Mayo 1, 2017 y el Martes Mayo 2, 2017, a saber:

<u>Angleton Main Location:</u>	East Annex (Old Walmart Building) 1524 E. Mulberry, Angleton
<u>Alvin Branch Location:</u>	Ryan Center 2925 South Bypas 35, Alvin
<u>Brazoria Branch Location:</u>	Brazoria Library 620 S. Brooks, Brazoria
<u>Freeport Branch Location:</u>	Freeport Library 410 Brazosport Blvd., Freeport
<u>Lake Jackson Branch Location:</u>	Lake Jackson Library 250 Circle Way, Lake Jackson
<u>Manvel Branch Location:</u>	Courthouse North Annex 7313 Corporate Dr., Manvel
<u>Pearland East Branch Location:</u>	TBD
<u>Pearland West Branch Location:</u>	Public Safety Building 2555 Cullen Blvd., Pearland
<u>Shadow Creek Branch Location:</u>	Pearland Westside Library 2803 Business Dr. #101, Pearland

Sweeny Branch Location:

Sweeny Community Center
205 W. Ashley Wilson Rd., Sweeny

West Columbia Branch Location:

San Jacinto Room, West Columbia
City Hall
512 E Brazos, West Columbia

Testigo a mi firma official a esto puesto el dia _____ de _____ de
el 2017.

Norma Moreno Garcia, Alcalde,
Ciudad de Freeport, Texas

ATTEST:

Delia Muñoz, Secretaria de la Ciudad
Ciudad de Freeport, Texas

NOTICE OF ELECTION FOR MAYOR AND COUNCIL POSITIONS B AND D

TO: ALL PERSONS ENTITLED TO VOTE UNDER THE PROVISIONS OF CHAPTER 11 OF TITLE 2 OF THE TEXAS ELECTION CODE WHO ARE RESIDENTS OF THE CITY OF FREEPORT, TEXAS, AND ARE DULY REGISTERED TO VOTE IN THE PRECINCT WHERE AND ON THE DAY ON WHICH THEY VOTE, GREETINGS:

I.

You will take notice that an annual general election will be held in Wards B and D of the City of Freeport, Texas, on the first Saturday in May, 2017, being May 6, 2017, between the hours of 7:00 a.m. and 7:00 p.m. for the purpose of electing a person to the office of Mayor for the City of FREEPORT, Texas, now held by NORMA MORENO GARCIA, for a term of two (2) years and, on the same day, in Wards B and D, for the purpose of electing for a term of two (2) years each, persons to the following named offices of the City of Freeport, Texas, to-wit:

Council Position B, now held by FRED BOLTON, and

Council Position D, now held by SANDRA BARBREE.

II.

As provided in the Joint Election Agreement and Contract for Election Services between the City and the County Clerk of Brazoria County, Texas, there shall be two (2) municipal polling places for said election, one located outside the City of Freeport at the Oyster Creek City Hall, located at 3210 FM 523 in the Village of Oyster Creek, Texas, where voters residing in Brazoria County Election Precinct 8 and also residing within the City of Freeport shall vote on election day and one within the City of Freeport located at the Freeport Library, 410 Brazosport Blvd, Freeport, Texas, where all other voters residing with the City of Freeport shall vote on election day. On that day, voting will also be permitted at the following Vote Center Polling Places:

Alvin Library	105 S Gordon
Hillcrest Village Municipal Building	200 W Timberlane
Ryan Center	2925 South Bypass 35
Courthouse West Annex	451 N Velasco
East Annex (Old Walmart)	1524 E Mulberry
Bonney Annex Building	19025 FM 521
Brazoria Library	620 S Brooks
Mims Community Center	4283 FM 521
Clute City Hall	108 E Main
Danbury Community Center	6115 5 th St
Holiday Lakes City Hall	195 N Texas Ave
Jones Creek Community House	7207 Stephen F Austin Rd
Lake Jackson Civic Center	333 Hwy 332 East
Liverpool City Hall	8901 CR 171
Courthouse North Annex	7313 Corporate Dr
Drainage District #4 Building	4813 W Broadway
Fellowship Bible Church	1720 E Broadway
Pearland Library	3522 Liberty Dr
Pearland Westside Library	2803 Business Center Dr #101
Silverlake Recreation Center	2715 Southwyck Pkwy
Turner High School	4717 Bailey Rd
Westside Event Center	2150 Countryplace Pkwy
Richwood City Hall	1800 N Brazosport Blvd
Surfside Beach City Hall	1304 Monument Dr
Sweeny Community Center	205 W Ashley-Wilson Rd
Columbia Lakes Conference Center	188 Freeman Blvd
Pct 4 Government Offices	121 N 10 th St

III.

Early voting shall begin on April 24, 2017, and ends on May 2, 2017, such early voting to be conducted by the County Clerk of Brazoria County, Texas, at the following locations between the hours of 8:00 a.m. and 5:00 p.m., Monday, April 24, 2015, through Friday, April 28, 2017, and

between the hours of 7:00 a.m. through 7:00 p.m. on Saturday, April 29, 2017, Monday, May 1, 2017, and Tuesday, May 2, 2017, to-wit:

<u>Angleton Main Location:</u>	East Annex (Old Walmart Building) 1524 E. Mulberry, Angleton
<u>Alvin Branch Location:</u>	Ryan Center 2925 South Bypass 35, Alvin
<u>Brazoria Branch Location:</u>	Brazoria Library 620 S. Brooks, Brazoria
<u>Freeport Branch Location:</u>	Freeport Library 410 Brazosport Blvd., Freeport
<u>Lake Jackson Branch Location:</u>	Lake Jackson Library 250 Circle Way, Lake Jackson
<u>Manvel Branch Location:</u>	Courthouse North Annex 7313 Corporate Dr., Manvel
<u>Pearland East Branch Location:</u>	TBD
<u>Pearland West Branch Location:</u>	Public Safety Building 2555 Cullen Blvd., Pearland
<u>Shadow Creek Branch Location:</u>	Pearland Westside Library 2803 Business Dr. #101, Pearland
<u>Sweeny Branch Location:</u>	Sweeny Community Center 205 W. Ashley Wilson Rd., Sweeny
<u>West Columbia Branch Location:</u>	San Jacinto Room, West Columbia City Hall 512 E Brazos, West Columbia

WITNESS MY OFFICIAL SIGNATURE HEREUNTO AFFIXED this ____ day of _____, 2017.

Norma Moreno Garcia, Mayor,
City of Freeport, Texas

ATTEST:

Delia Muñoz, City Secretary,
City of Freeport, Texas

AGENDA INFORMATION SHEET
ITEM NO. 9

**SUSPENSION OF CENTERPOINT ENERGY'S PROPOSED
EFFECTIVE DATE RELATED TO ITS STATEMENT OF INTENT TO
INCREASE RATES FILED ON ABOUT NOVEMBER 16, 2016**

BACKGROUND

On or about November 16, 2016, CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas ("CenterPoint" or "Company") submitted a Statement of Intent to increase its non-gas base revenue on an overall basis by approximately \$31.0 million in the Company's Texas Coast Division and its Houston Division. This represents an increase in non-gas base revenue of approximately 10.7%. CenterPoint intends to consolidate its Houston Division and Texas Coast Division into the Texas Gulf Division and implement the revised gas tariffs on a division-wide basis for customers in the Texas Gulf Division effective December 21, 2016.

The proposed increase affects all residential, small commercial, and large volume customers, within the incorporated cities and unincorporated areas of the newly created Texas Gulf Division. The existing Texas Coast Division is comprised of the following cities:

Alvin, Angleton, Baytown, Beach City, Beasley, Brookshire, Brookside Village, Clear Lake Shores, Clute, Danbury, Dickinson, El Lago, East Bernard, Friendswood, Freeport, Fulshear, Hillcrest Village, Hitchcock, Jones Creek, Katy, Kemah, Kendleton, La Marque, La Porte, Lake Jackson, League City, Liverpool, Manvel, Mont Belvieu, Morgan's Point, Needville, Orchard, Oyster Creek, Pearland, Pleak, Richmond, Richwood, Rosenberg, Santa Fe, Seabrook, Shoreacres, Sugar Land, Taylor Lake Village, Texas City, Wallis, West Columbia, Webster, Weston Lakes, and Wharton

Of these cities, the Cities of Angleton, Baytown, Clute, Freeport, League City, Pearland, Shoreacres, West Columbia, and Wharton are members in the Texas Coast Utilities Coalition (TCUC) of cities.

On a customer-class basis, for customers in the existing Texas Coast Division, the impact is as follows:

	Average Current Monthly Bill, including Gas Cost	Average Proposed Monthly Bill, including Gas Cost	Proposed Monthly Change	Percentage Change with Gas Cost / without Gas Cost

Residential	\$36.22	\$37.32	\$1.10	3.0% / 5.0%
General Service- Small	\$102.41	\$102.90	\$0.49	0.5% / -0.9%
General Service – Large Volume	\$1,316.42	\$1,317.74	\$1.32	0.1% / -6.5%

Furthermore, CenterPoint proposes to increase its customer charges. The customer charge is the charge on the customer's bill that stays the same month to month, irrespective of the amount of gas a customer uses. CenterPoint's proposal shifts more revenue to the customer charge. Below are shown the current and proposed customer charges for each customer class and the dollar and percentage changes in the customer charges:

	Current Customer Charge	Proposed Customer Charge	\$ and % Increase
General Service - Residential	\$16.17	\$16.75	\$1.10 / 7%
General Service – Small	\$17.20	\$18.25	\$1.05 / 6%
General Service – Large Volume	\$56.45	\$70.00	\$13.55 / 19%

The Company seeks a Return on Equity (ROE) of 10.25% and a capital structure weighted towards equity – 55.15% Equity; 44.85% Debt.

REPRESENTATION

The law firm of Herrera & Boyle, PLLC (through Mr. Alfred R. Herrera) has previously represented the Texas Coast Utilities Coalition ("TCUC") in rate matters involving CenterPoint Energy as well as other Texas cities in rate case matters. Therefore, the law firm of Herrera & Boyle, PLLC has substantial experience in rate case matters generally and specifically in dealings with CenterPoint and the Railroad Commission of Texas ("Commission").

INTERVENTION AT THE RAILROAD COMMISSION OF TEXAS AND COURT PROCEEDINGS, IF ANY

CenterPoint Energy filed its Statement of Intent to raise rates with the City on the same date it filed its rate case with the Railroad Commission of Texas. It is important to participate in the Commission's proceeding because its final decision could impact rates within the City. Thus, the accompanying Resolution authorizes intervention in proceedings at the Railroad Commission, including any appeal of the City's decision on rates.

RATE CASE EXPENSES

Cities, by statute, are entitled to recover their reasonable rate case expenses from the utility. Legal counsel and consultants approved by the City will submit monthly invoices to a member TCUC city that will be forwarded to CenterPoint for reimbursement.

ACTION: SUSPENSION OF CENTERPOINT'S PROPOSED EFFECTIVE DATE FOR ITS RATE INCREASE

The City has three options with regard to the action it may take regarding CenterPoint's application to increase rates:

1. Take no action, with the result that on December 21, 2016, CenterPoint's proposed rates go into effect;
2. Deny CenterPoint's proposed increase in rates;
3. Suspend CenterPoint's proposed effective date for 90 days to allow for review of CenterPoint's proposed increase by exercising the City's original jurisdiction over CenterPoint's rates, services, and operations within the City.

The City must take action to suspend or to deny by no later than December 21, 2016. If the City takes no action by that date, then CenterPoint's proposed increase in rates will be deemed reasonable by operation of law and its proposed rates will go into effect.

TCUC's Special Counsel recommends that the City suspend CenterPoint's proposed effective date as allowed by state law. CenterPoint's rate-filing package is voluminous containing thousands of pages of data. To have time to review the rate-filing package, the Council is requested to suspend CenterPoint's proposed effective date for ninety (90) days. It is a virtual impossibility for the City to set just and reasonable rates without suspending the rate request for ninety days; suspension of CenterPoint's proposed effective date will permit its Special Counsel and experts an opportunity to perform a review of CenterPoint's application and request additional information as necessary to fully evaluate the proposal and determine the most appropriate response.

During the suspension period, the City will retain its right to deny CenterPoint's Statement of Intent. Effort will also be made to resolve matters by agreement with CenterPoint. At the conclusion of the review period the City will need to take final action on CenterPoint's request by no later than March 21, 2017. The City may deny CenterPoint's request and may adopt an increase different than that requested by CenterPoint, or approve CenterPoint's request.

If the City denies CenterPoint's request, CenterPoint would appeal the denial resolution to the Railroad Commission of Texas and consolidate it with the rate case CenterPoint filed at the Commission. Denial of the rate increase would end the City's original jurisdiction over CenterPoint's application.

RECOMMENDATION

It is recommended that the City suspend CenterPoint's proposed effective date for ninety (90) days. Assuming a proposed effective date of December 21, 2016 the 90-day suspension period ends on March 21, 2017. Should CenterPoint extend its proposed effective date, the suspension period would change accordingly, day for day.

It is also recommended that the City retain the law firm of Herrera & Boyle, PLLC to represent the City's interest in matters related to CenterPoint's rate case and to advise the City with regard to CenterPoint's application, and that the City intervene in the proceeding before the Railroad Commission of Texas, and represent the City in any appeals, if any, regarding CenterPoint's rate application.

A resolution to suspend CenterPoint's proposed effective date for its proposed rate increase is provided with this agenda information sheet.

The City, regardless if the City suspends or denies CenterPoint's proposed rate increase, must take action no later than December 21, 2016. If the City does not take action by December 21, 2016, CenterPoint's proposed rates will be deemed approved by operation of law.

RESOLUTION NO. 2017-2509

RESOLUTION BY THE CITY OF FREEPORT SUSPENDING THE EFFECTIVE DATE FOR NINETY DAYS IN CONNECTION WITH THE STATEMENT OF INTENT FILED BY CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS ON OR ABOUT NOVEMBER 16, 2016; AUTHORIZING PARTICIPATION IN A COALITION OF SIMILARLY SITUATED CITIES; AUTHORIZING PARTICIPATION IN RELATED RATE PROCEEDINGS; AUTHORIZING THE RETENTION OF SPECIAL COUNSEL; REQUIRING THE REIMBURSEMENT OF MUNICIPAL RATE CASE EXPENSES; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE

WHEREAS, CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas (“CenterPoint” or “Company”) filed a Statement of Intent with the City on or about November 16, 2016 to increase rates in the Company’s Houston and Texas Coast Divisions; and

WHEREAS, the City is a regulatory authority under the Gas Utility Regulatory Act (“GURA”) and under § 103.001 et seq. of GURA has exclusive original jurisdiction over CenterPoint’s rates, operations and services within the municipality; and

WHEREAS, CenterPoint intends to consolidate its current Houston and Texas Coast Divisions into a single Texas Gulf Division and implement the revised gas tariffs on a division-wide basis for customers in the Texas Gulf Division effective December 21, 2016; and

WHEREAS, CenterPoint plans to increase non-gas base revenue by approximately \$31.0 million, representing an increase in non-gas base revenue of approximately 10.7%; and

WHEREAS, the City of Freeport is located in the currently existing Texas Coast Division; and

WHEREAS, on a customer-class basis, for Texas Coast Division customers, the impact is as follows:

	Average Current Monthly Bill, including Gas Cost	Average Proposed Monthly Bill, including Gas Cost	Proposed Monthly Change	Percentage Change with Gas Cost / without Gas Cost
Residential	\$36.22	\$37.32	\$1.10	3.0% / 5.0%
General Service-Small	\$102.41	\$102.90	\$0.49	0.5% / -0.9%
General Service – Large Volume	\$1,316.42	\$1,317.74	\$1.32	0.1% / -6.5%

WHEREAS, CenterPoint proposes to increase its customer charges for Texas Coast Division customers for “General Service – Residential” from \$16.17 to \$16.75; increase the customer charge for “General Service – Small” from \$17.20 to \$18.25; and increase the customer charge for “General Service – Large Volume” from \$56.45 to \$70.00; and

WHEREAS, the Company seeks a Return on Equity (ROE) of 10.25%; a capital structure weighted toward equity – 55.15% Equity; 44.85% Debt; and

WHEREAS, CenterPoint’s rate request consists of a voluminous amount of information including CenterPoint’s rate-filing package, exhibits, schedules, and workpapers; and

WHEREAS, in order to maximize the efficient use of resources and expertise in reviewing, analyzing and investigating CenterPoint’s rate request and its changes in tariffs it is prudent to coordinate the City’s efforts with a coalition of similarly situated municipalities; and

WHEREAS, the City, in matters regarding applications by CenterPoint to change rates, has in the past joined with other local regulatory authorities to form the Texas Coast Utilities Coalition (“TCUC”) and hereby continues its participation in TCUC; and

WHEREAS, CenterPoint proposed December 21, 2016 as the effective date for its requested increase in rates; and

WHEREAS, it is not possible for the City to complete its review of CenterPoint’s filing by December 21, 2016; and

WHEREAS, the City will need an adequate amount of time to review and evaluate CenterPoint's rate application to enable the City to make a final decision as a local regulatory authority with regard to CenterPoint's requested rate increase; and

WHEREAS, the City will require the assistance of specialized legal counsel and rate experts to review the merits of CenterPoint's application to increase rates; and

WHEREAS, CenterPoint simultaneously filed its statement of intent to increase rates with the Railroad Commission of Texas, therefore the decision of the Railroad Commission of Texas could have an impact on the rates paid by the City and its citizens who are customers of CenterPoint, and in order for the City's participation to be meaningful, it is important that the City promptly intervene in such proceeding at the Railroad Commission of Texas.

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

Section 1. The findings set out in the preamble are in all things approved and incorporated herein as if fully set forth.

Section 2. CenterPoint's proposed effective date for its proposed increase in rates is hereby **SUSPENDED** for ninety days beyond its proposed effective date.

Section 3. The statutory suspension period will be extended automatically day for day should CenterPoint extend its proposed effective date, and may be further extended if CenterPoint does not provide timely, meaningful, and proper public notice of its request to increase rates, or if its rate-filing package is materially deficient.

Section 4. The City authorizes intervention in proceedings related to CenterPoint's Statement of Intent before the Railroad Commission of Texas and related proceedings in courts of law as part of the coalition of cities known as Texas Coast Utilities Coalition ("TCUC").

Section 5. The City hereby orders CenterPoint to reimburse the City's rate case expenses as provided in the Gas Utility Regulatory Act and that CenterPoint shall do so on a monthly basis and within 30 days after submission of the City's invoices for the City's reasonable costs associated with the City's activities related to this rate review or

to related proceedings involving CenterPoint before the City, the Railroad Commission of Texas, or any court of law.

Section 6. Subject to the right to terminate employment at any time, the City retains and authorizes the law firm of Herrera & Boyle, PLLC to act as Special Counsel with regard to rate proceedings involving CenterPoint before the City, the Railroad Commission of Texas, or any court of law and to retain such experts as may be reasonably necessary for review of CenterPoint's rate application subject to approval by the City.

Section 7. The City, or its designee member city in the Texas Coast Utilities Coalition of cities, shall review the invoices of the lawyers and rate experts for reasonableness before submitting the invoices to CenterPoint for reimbursement.

Section 8. A copy of this resolution shall be sent to CenterPoint Energy, care of Mr. Thomas Stevens, Director of Regulatory Affairs, CenterPoint Energy P.O. Box 2628, Houston, Texas 77252-2628; and to Mr. Alfred R. Herrera, Herrera & Boyle, PLLC, 816 Congress Ave., Suite 1250, Austin, Texas 78701.

Section 9. The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 10. This resolution shall become effective from and after its passage.

PASSED AND APPROVED this _____ day of _____, 2016.

Mayor

ATTEST:

City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; MAKING FINDINGS OF FACT; AUTHORIZING THE CITY TO APPLY FOR A NIBRS COMPLIANT RMS PROJECT GRANT TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, AND AGREEING TO CERTAIN CONDITIONS IN CONNECTION WITH SUCH GRANT; CONTAINING A SEVERANCE CLAUSE; PROVIDING THAT THIS RESOLUTION SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION; AND PROVIDING THAT THE ORIGINAL OF THIS RESOLUTION SHALL BE MAINTAINED BY THE CITY SECRETARY IN THE PERMANENT RECORDS OF SAID CITY.

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

WHEREAS, the Local Government Code and the Home Rule Charter of the City authorize the City Council thereof to adopt the provisions of this Resolution; and,

WHEREAS, the City Council of the City of Freeport finds it in the best interest of the citizens of Freeport, that the NIBRS Compliant RMS Project to be operated for FY 2017-2018.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Freeport, Texas:

First, that the City Council of the City approves submission of the grant application for the NIBRS Compliant RMS Project to the Office of the Governor, Criminal Justice Division, for 2017-2018.

Second, that the City Council of the City designates Jeff Pynes City Manager, as the grantee's authorized official.

Third, the authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the City.

Fourth, the City agrees to provide applicable matching funds for the said project as required by the Harris-Galveston County Area FY 2017-2018 grant application.

Fifth, the City agrees that in the event of loss or misuse of the Criminal Justice Division funds, the City assures that the funds will be returned to the Criminal Justice Division in full.

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

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

Eighth, the original of this resolution, after execution and attestation, shall be maintained by the City Secretary in the permanent records of the City.

READ, PASSED AND ADOPTED this _____ day of _____, 2017.

Mayor, Norma Moreno Garcia,
City of Freeport, Texas

ATTEST:

Delia Munoz, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Wallace Shaw, City Attorney,
City of Freeport, Texas

Grant Number: [3232001](#)

C:Freeport.Resol-NIBRS Cmplant

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; MAKING FINDINGS OF FACT; AUTHORIZING THE CITY MANAGER TO APPLY TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, FOR A FY-2017-2018 RADIO CONSOLE UPGRADE AND INTEROPERABILITY GRANT, AND AGREEING TO CERTAIN CONDITIONS IN CONNECTION WITH SUCH GRANT; CONTAINING A SEVERANCE CLAUSE; PROVIDING THAT THIS RESOLUTION SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION; AND PROVIDING THAT THE ORIGINAL OF THIS RESOLUTION SHALL BE MAINTAINED BY THE CITY SECRETARY IN THE PERMANENT RECORDS OF SAID CITY.

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

WHEREAS, the Local Government Code and the Home Rule Charter of the City authorize the City Council thereof to adopt the provisions of this Resolution; and,

WHEREAS, the City Council of the City of Freeport finds it in the best interest of the citizens of Freeport, that the City apply for a Radio Console Upgrade and Interoperability Grant for FY 2017-2018.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Freeport, Texas:

First, that the City Council of the City approves submission of an application to the Office of the Governor, Criminal Justice Division, for a FY 2017-2018 radio console upgrade and inoperability grant.

Second, that the City Council of the City designates Jeff Pynes City Manager, as the grantee's authorized official.

Third, the authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the City.

Fourth, the City agrees to provide applicable matching funds for the said project as required by the Harris-Galveston County Area FY 2017-2018 grant application.

Fifth, the City agrees that in the event of loss or misuse of the Criminal Justice Division funds, the City assures that the funds will be returned to the Criminal Justice Division in full.

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

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

Eighth, the original of this resolution, after execution and attestation, shall be maintained by the City Secretary in the permanent records of the City.

READ, PASSED AND ADOPTED this _____ day of _____, 2017.

Mayor, Norma Moreno Garcia,
City of Freeport, Texas

ATTEST:

Delia Munoz, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Wallace Shaw, City Attorney,
City of Freeport, Texas

Grant Number: [3240301](#)

C:Freeport.Resol- Radio Console Upgrade & Interoperability Improvements

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; MAKING FINDINGS OF FACT; AUTHORIZING THE CITY MANAGER TO APPLY TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, FOR A FY2017-2018 ASSET PROTECTION INITIATIVE GRANT, AND AGREEING TO CERTAIN CONDITIONS IN CONNECTION WITH SUCH GRANT; CONTAINING A SEVERANCE CLAUSE; PROVIDING THAT THIS RESOLUTION SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION; AND PROVIDING THAT THE ORIGINAL OF THIS RESOLUTION SHALL BE MAINTAINED BY THE CITY SECRETARY IN THE PERMANENT RECORDS OF SAID CITY.

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

WHEREAS, the Local Government Code and the Home Rule Charter of the City authorize the City Council thereof to adopt the provisions of this Resolution; and,

WHEREAS, the City Council of the City of Freeport finds it in the best interest of the citizens of Freeport, that the City apply for an Asset Protection Initiative Grant for FY 2017-2018.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Freeport, Texas:

First, that the City Council of the City approves submission of an application to the Office of the Governor, Criminal Justice Division, for an Asset Protection Initiative Grant for FY-2017-2018.

Second, that the City Council of the City designates Jeff Pynes City Manager, as the grantee's authorized official.

Third, the authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the City.

Fourth, the City agrees to provide applicable matching funds for the said project as required by the Harris-Galveston County Area FY 2017-2018 grant application.

Fifth, the City agrees that in the event of loss or misuse of the Criminal Justice Division funds, the City assures that the funds will be returned to the Criminal Justice Division in full.

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

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

Eighth, the original of this resolution, after execution and attestation, shall be maintained by the City Secretary in the permanent records of the City.

READ, PASSED AND ADOPTED this _____ day of _____,
2017.

Mayor, Norma Moreno Garcia,
City of Freeport, Texas

ATTEST:

Delia Munoz, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Wallace Shaw, City Attorney,
City of Freeport, Texas

Grant Number: 3251701

C:Freeport.Resol- Asset Protection Initiative Grant

NOTICE OF PUBLIC HEARING

The City Council of the City of Freeport, Texas, will hold a public hearing on Monday, the ____ day of _____, 2017, beginning at 6:00, p.m., in the Police Department Municipal Courtroom located therein at 430 North Brazosport Boulevard, Freeport, Brazoria County, Texas, to consider designating the following described real property located within the corporate boundaries of the City as a reinvestment zone for the purpose of entering into an agreement with the owner or owners thereof granting a tax abatement:

Lots 1,2,3 and 4, Block 164, Dow First Addition to the City of Freeport, Brazoria County, Texas, according to the map or plat on file in the Plat Records of said county, known locally as the 1600 Block of West Second Street, Freeport, TX 77541.

At the same hearing, the City Council will consider whether or not to enter into an agreement granting a tax abatement to 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 ____ day of _____, 2017.

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.

TAX ABATEMENT AGREEMENT

This Tax Abatement Agreement (this "Agreement") is made by and between the City of Freeport, Texas a municipal corporation and home-rule city (the "City"), and WESLEY R. HUDGINS, (the Owner"), an individual residing in Freeport, Texas, who receives mail at 1601 W. 2nd St., Freeport, TX 77541 and who is the owner of the real property located within the Zone (as defined below).

W I T N E S S E T H:

WHEREAS, the construction of new residences within the City is paramount to the City's continued economic development; and

WHEREAS, the Owner desires to construct five (5) apartment buildings, each containing one bedroom or two bedroom dwelling units, a total of fifteen (15) apartment units, costing in excess of \$2,900,000.00 and which, collectively, represent a replacement of the apartments currently existing on the real property described below; and

WHEREAS, the Owner has filed a written request for tax abatement, dated as of June 30, 2016, in accordance with the City's Resolution No. 2015-2483, (hereinafter "the Resolution") which establishes the property tax abatement program for the City of Freeport in designated reinvestment zones; and

WHEREAS, this Agreement represents a major investment in the Zone that would be of benefit to property within the Zone and that would contribute to the economic development of the City; and

WHEREAS, the City Council has determined that the Improvements are practical and are of benefit to the land within the Zone and to the City; and

WHEREAS, City Council finds that there will be no substantial potential adverse effect on the provision of City services or on the tax base caused by this Agreement; and

WHEREAS, the Owner has represented that the facility will be designed and constructed to meet all applicable federal, state, and local environmental degradation of hazard; and

WHEREAS, the City Council finds that the planned use of the Improvements, when constructed and operated in accordance with applicable environmental standards, will not constitute a hazard to public health, safety, or morals; and

WHEREAS, City Council finds that the terms of this Agreement meet the applicable requirements of the Resolution and the Texas Tax Code; and

NOW THEREFORE, the parties hereto, for and in consideration of the premises and mutual promises stated herein, agree as follows:

1. Definitions

The following terms shall have the meanings assigned below, unless otherwise defined or the context clearly requires otherwise.

"Abatement Period" means that period which commences on the first day of the Effective Date of Abatement and ends at the end of the last year specified in Paragraph 6 below.

"BCAD" means the Brazoria County Appraisal District.

"City" means the City of Freeport, Texas.

"City Manager" means the City Manager of the City.

"Effective Date of Abatement" means the January 1, 2017, for improvements constructed on Lots 2 and 3 and January 1, 2018, for Improvements constructed on Lots 1 and 4.

"Eligible Property" means the new residential structures which expand the local tax base as that term is defined in the Guidelines and Criteria for Tax Abatement in the City of Freeport attached to and adopted by the Resolution.

"Improvements" means the improvements to the property, more fully described in Paragraph 5 below constituting the Project.

"Ordinance" means City of Freeport Ordinance Number 2017-_____, which created the Zone.

"Owner" means WESLEY R. HUDGINS.

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

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

"Resolution" means City of Freeport Resolution 2015 adopted October 5, 2015, establishing the current property tax abatement program for the City in designated reinvestment zones, for which abatement is being granted.

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

"Zone" means the Wesley R. Hudgins Reinvestment Zone, which is more particularly described in the Ordinance.

2. Authorization

This Agreement is authorized by Resolution which established the property tax abatement program for properties in designated reinvestment zones and by the Ordinance.

3. Property

(a) The Street Address of the taxable real property to be improved under this Agreement and located within the City Freeport, Texas, being Lots 1,2,3 and 4, Block 126, Dow First Addition to the City of Freeport, Brazoria County, Texas, being the North one-half of said Block 126, known locally as the 1600 block of W. 2nd Street in the City of Freeport, Texas.

(b) The BCAD tax account number of the Property is 4200-1660-000.

4. Representations and Warranties by the Owner

(a) The Owner represents and warrants (1) the Owner owns the Property and that the Property is located within the boundaries of the Zone; (2) the Owner is authorized to execute this Agreement and to complete the Improvements described in Paragraph 5 hereof and in the project description marked Exhibit "A" and attached hereto; (3) that as of January 1, 2016, the Property had an approximate appraised value of \$85,000.00; (4) the construction of the Improvements described in Exhibit "A" began after January 1, 2016, and that construction of all of the Improvements will be completed as described in this Agreement; (5) the construction of the facility shall be completed as described in Exhibit "A" and is for the purpose of constructing the five apartment buildings, each containing one bedroom and/or two bedroom dwelling units, and with a total of fifteen (15) dwelling units in the facility; and (6) the total size of the Property is approximately 1.2856 acres or 56,000 square feet.

(b) The Owner represents and warrants that the value of the Property will be increased by at least \$2,900,000.00 upon completion of the Improvements described in Exhibit "A".

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

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

(e) The Owner represents and warrants that the Improvements will be designed, constructed, and occupied in accordance with all applicable federal, state, and local environmental regulations, and that the construction and occupation of the Improvements will not cause

environmental degradation or hazard to the Property or the environs of the City.

5. Terms of the Agreement

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

(b) The Improvements shall be completed in accordance with the provisions of Exhibit "A" and the City's Building Code and other Uniform Codes and shall conform to the City's Zoning Ordinance. In case of any conflict, the Building or other Uniform Code, or Zoning Ordinance, as the case may be, shall prevail. In addition, the Owner shall comply with City's Subdivision Ordinance, if applicable.

(c) Upon completion of the Improvements, the Owner shall use the Property during the Abatement Period specified in Paragraph 6 hereof, the proposed use of the Property is for private multi-family dwellings, pursuant to and to the extent described in Exhibit "A", attached hereto and incorporated herein and the City's Zoning Ordinance. However, the City Council may approve a change from the proposed use in writing, if the City Council determines that the change is consistent with the guidelines adopted by the Resolution and with the City's general purpose of encouraging development or redevelopment of the Zone during the Abatement Period specified in Paragraph 6 hereof.

(d) The Owner shall allow the City's employee's access to the Property for the purpose of inspecting the Improvements to ensure that the Improvements were completed and are being maintained in accordance with the terms of this Agreement. All inspections will (24) hours in advance thereof, and will be conducted in such manner as to not unreasonably interfere with the construction and/or all operation of the Project. Inspections will be made with one (1) or more representatives of the Owner and in accordance with the owner's safety and security standards, but this shall not act as a limitation on the City's ability to perform any inspection or enter the affected property, pursuant to the Code of Ordinances, the Building or other Uniform Code or otherwise, except in the case of an emergency, only after giving the Owner written notice at least twenty-four (24) hours before entry.

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

(f) The Owner shall provide the City's employees access to all records requested and necessary for the purpose of conducting an audit of the Project. Any such audit shall be made only after giving the Owner notice at least seven (7) days in advance thereof, and will be conducted in such a manner as to not unreasonably interfere with the operation the Project.

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

6. Tax Abatement

(a) Abatement on the Improvements specifically listed in Exhibit "A" shall be permitted only for the value of new "eligible property" constructed or added after January 1, 2016, subject to the limitation stated in Paragraph 5(c) above. In addition, this exemption from taxation is specifically subject to the rights of the holders of outstanding bonds of the City. The portion of the value of new eligible Improvements subject to the abatement shall be:

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

(b) If the construction period extends the Effective Date of Abatement beyond abatement period specified above, the Improvements shall be considered completed for purposes of abatement; and, in no case, shall the Abatement Period exceed seven (7) years from the Effective Date of Abatement.

(c) From the Effective Date of Abatement to the end of the Abatement Period, taxes shall be payable as follows:

1. The value of (i) the property on which the project is located without regard to any improvements thereon or (ii) any tangible personal property not attached to the land and for which an abatement has not been specifically granted, shall be fully taxable;

2. The base year value of any improvements on the property which are not eligible improvements shall be fully taxable;

3. The additional value of the eligible improvements constructed after January 1, 2016, but before the effective date of this Agreement, shall be taxable in accordance with Paragraph 6(a) of this Agreement.

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

7. Default and Recapture

(a) This Agreement shall terminate in the event that the use and operation of the facility for the purpose specified in Paragraph 5(c) above is discontinued, for any reason excepting fire, explosion, other casualty or accident, or natural disaster, continuously for a period in excess of twelve (12) month during the Abatement Period. The Owner shall

not be entitled to the abatement of taxes for that twelve (12) month period during which the Improvement was not used and occupied for such purpose. The taxes abated during that twelve (12) month period shall become immediately due and payable, and shall be paid to the City within sixty (60) days from the date of termination of this Agreement.

(b) The Owner shall be in default hereof in the event that the Owner:

1. allows ad valorem taxes owed the City to become delinquent and fails to timely and properly follow the legal procedures for their protection and/or contest; or

2. Has made any material representation which is determined to be false or misleading in any respect; or

3. is in breach of any material warranty and fails to cure within 60 days from the date notice thereof is provided as described below (the "Cure Period"); or

4. Violates any of the terms and conditions of this Agreement and fails to cure during the Cure Period.

(c) Should the City Council determine that the Owner is in default according to the terms and conditions of this Agreement, the City Manager shall notify the Owner in writing at the address stated in this Agreement, and if such default is not cured during the Cure period, then this Agreement may be terminated as to all parties and all taxes previously abated by virtue of this Agreement, shall be recaptured, and paid by the Owner within sixty (60) days after the Owner receives written notice of such termination.

8. Administration

(a) For purposes of this Agreement, the value of the real and personal Property comprising the Zone, including the value of the Improvements listed in Exhibit "A" hereof, shall be the same as the value of the Improvements determined annually by the Chief Appraiser of BCAD. Each year, the Owner shall furnish the City with such information as may be necessary for calculating the amount of Abatement. Once the value of the Improvements has been established and the amount of the abatement calculated, the Chief Appraiser of the BCAD shall notify the affected jurisdictions that levy taxes of the amount of assessment.

(b) Upon the completion of construction of the Improvements, the City Manager shall annually evaluate each Improvement receiving abatement to ensure compliance with this Agreement and prepare a report of any violations of this Agreement.

9. Compliance with State and Local Regulations

Except as specifically provided herein, nothing in this Agreement shall be construed to alter or affect the obligation of the Owner to comply with any ordinance, rule or regulation of the City, or the laws and regulations of the State of Texas and the United States.

10. Merger

The parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

11. Notice

All notices shall be in writing and unless hand delivered, shall be sent by U.S. Mail certified, return receipt requested. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following address:

To the Owner, if mailed or personally delivered

1600 W. 2nd Street
Freeport, TX 77542

To the City, if mailed or personally delivered:

City Manager
200 West Second Street
Freeport, TX 77541

Each party may designate a different address by giving the other party written notice ten (10) days in advance of such designation. If there is more than one owner, notice to one of the Owners shall constitute notice to all of the Owners.

12. Effective Date

If approved by the Mayor and City Council, the Effective Date of this Agreement shall be the Effective Date of the Abatement as defined in Paragraph 1 hereof.

This agreement has been executed by the parties in multiple originals, each having full force and effect.

Wesley R. Hudgins, Owner

THE CITY OF FREEPORT, TEXAS

BY _____
Its Mayor

ATTEST:

Its City Secretary

APPROVED AS TO FORM

Its City Attorney

C\Freeport.Abt\Hudgins-WR-TxAbt-Agr-Draft

Estimated Appraised Value on Site

The value on January 1 preceding abatement should be the value established by the Brazoria County Appraisal District. If the applicant must estimate value because taxable value is not known or is combined with other properties under a single tax account, please so state. To qualify, the abated properties must be expected to result in an addition to the tax base of at least fifty thousand dollars (\$50,000) after the period of abatement expires. Projections of value should be a best estimate" based on taxability in Texas. The projection of project values not abated should include personal property and ineligible project related improvements such as an office in excess of that used for plant administration, housing, etc.

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: Hudgins Estate Submittal Date: 7/1/16

Sole Proprietor Partnership () Corporation () Other: ()

Address: 1601 W. 2nd St. Freeport, TX

Name/Title/Address/Telephone of Company contact on this project:
Wesley B. Hudgins

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):

1600 Block of 2nd Street Freeport TX 77541
(see attached map) BIK '164 Lots 1-4

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

Proposed facility located in the following taxing jurisdictions:

- School District City
- Drainage District City of Freeport
- Brazosprt Independent School District
- Velasco Drainage District
- City of Freeport

Other Taxing Jurisdictions: Brazoria County; Port Freeport

Describe product or service to be provided: 1 and 2 bedroom
apartments, 15 total. 1 br @ \$500/month
5 br (handicap accessible) @ \$700/month for 10 yrs

Application is for: New Facility Expansion () Modernization ()

PROJECT DESCRIPTION

Please attach a statement which:

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

ECONOMIC IMPACT INFORMATION

- A. Estimated cost of improvements:
 Real Estate Added: \$ 2,900,000
 Personal Property Added: \$ -0-
- B. Permanent employment estimates:
 If existing facility, current plant employment: 0
 Estimated number of jobs retained: 2 jobs created: 0
 Number of employees anticipated at start up: 2 within
 1 year 2
- C. Construction employment estimates:
 Construction to start: Month: 7 Year: 2016
 Construction to be completed: Month: 8 Year: 2016
 Number of construction jobs anticipated: At start: 0
 Peak 0 Finish: 0
- D. School District impact estimates: (for projects over \$5,000,000)
 Number of families transferred to area: 0
 Number of students added to ISD: 0
- E. City Impact estimates:
 Gallons of treated water required from city: 15,000
 Gallons of effluent water to be treated by city: 15,000
 Project Started? Yes () No () Finished Yes () No ()
- F. Estimated appraised value on site:

	LAND	IMPROVEMENTS	PERSONAL PROPERTY
Valuation of existing property as of January 1, preceding this abatement Application	\$ _____	\$ _____	\$ <u>75,000</u>
Valuation of Personal Property and Improvements, not subject to abatement, excluding exempt pollution control equipment, upon completion of project subject to this application	\$ <u>-0-</u>	\$ <u>-0-</u>	\$ <u>-0-</u>
Estimated value, upon completion of project of exempt pollution control equipment.	\$ <u>-0-</u>	\$ <u>-0-</u>	\$ <u>-0-</u>
Estimated value of abated improvements after abatement agreement expires	\$ _____	\$ _____	\$ _____

- G. Statement of planned efforts to use Vendors and Services located in the City of Freeport:

Please attach a statement describing willingness and planned efforts to use qualified vendors and services located in the City of Freeport 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.

Wesley R. Hudgins
Company Official Signature

Wesley R. Hudgins Sole Proprietor
Printed Name and Title of
Company Official

June 30-2016
Date Signed

CERTIFICATION OF APPRAISED VALUE OF PROPERTIES
AS OF JANUARY 1, 20____

To: City of Freeport
 Fm: Brazoria County Appraisal District
 Date: _____, 20____

The Brazoria County Appraisal District hereby certifies that the following appraised values as of January 1, 20____ for property of _____ Described in Exhibit "A" attached hereto are listed in the records of Brazoria County Appraisal District and indicated by the following Account Numbers:

<u>PERSONAL PROPERTY</u>	<u>APPRAISAL VALUE</u>
Account No. _____	\$ _____
Account No. _____	\$ _____
<u>LAND</u>	
Account No. <u>210512</u>	\$ _____
Account No. _____	\$ _____
Account No. _____	\$ _____
<u>IMPROVEMENTS</u>	
Account No. _____	\$ _____
Account No. _____	\$ _____
Account No. _____	\$ _____

Certified this _____ day of _____, 20____

Chief Appraiser
 Brazoria County Appraisal District

By: _____

**BRAZORIA COUNTY APPRAISAL DISTRICT
CERTIFICATION OF APPRAISED VALUE OF PROPERTIES
AS OF JANUARY 1, 2016**

TO: BRAZORIA COUNTY

FROM: BRAZORIA COUNTY APPRAISAL DISTRICT

DATE: November 21, 2016

The Brazoria County Appraisal District hereby certifies that the following appraised values as of January 1, 2016, for property of "Wesley R. & Lyubov N. Hudgins" described in Exhibit "A" attached hereto are listed in the records of the Brazoria County Appraisal District and indicated by the following account numbers:

PERSONAL PROPERTY ACCOUNT(S)

APPRAISED VALUE(S)

n/a

LAND ACCOUNT(S)

4200-1660-000

\$42,000

IMPROVEMENT ACCOUNT(S)

4200-1660-000

\$43,000

Certified this 21st day of November, 2016.

BRAZORIA COUNTY APPRAISAL DISTRICT


Cheryl Evans, Chief Appraiser

Exhibit "A"

Lots 1,2,3 and 4, Block 164, Dow First Addition,
City of Freeport, Brazoria County, Texas, according
to the map or plat on file in the Plat Records of
said county, known locally as 1600 W. 2nd St.,
Freeport, TX 77541.

Brazoria CAD

Property Search Results > 210512 HUDGINS WESLEY R & LYUBOV N for Year 2016

Property

Account

Prp.erty ID: 210512 Legal Description: FREEPORT, BLOCK 164, LOT 1-2-3-4
 Geographic ID: 4200-1660-000 Agent Code:
 Type: Real
 Property Use Code:
 Property Use Description:

Location

Address: 1637 W 2ND ST Mapsco:
 FREEPORT, TX
 Neighborhood: APTS & DUPLEX Map ID: 911T
 Neighborhood CD: COMMB1

Owner

Name: HUDGINS WESLEY R & LYUBOV N Owner ID: 336957
 Mailing Address: 1601 W 2ND ST % Ownershp: 100.0000000000%
 FREEPORT, TX 77541-4609
 Exemptions: OTHER, HS

Values

(+) Improvement Homesite Value:	+	\$9,997	
(+) Improvement Non-Homesite Value:	+	\$33,003	
(+) Land Homesite Value:	+	\$3,750	
(+) Land Non-Homesite Value:	+	\$38,250	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$85,000	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$85,000	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$85,000	

Taxing Jurisdiction

Owner: HUDGINS WESLEY R & LYUBOV N
 % Ownership: 100.0000000000%
 Total Value: \$85,000

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax	Tax Ceiling
CAD	BRAZORIA COUNTY APPRAISAL DISTRICT	0.000000	\$85,000	\$85,000	\$0.00	
CFP	CITY OF FREEPORT	0.628005	\$85,000	\$71,253	\$447.47	
DR2	VELASCO DRAINAGE DISTRICT	0.091501	\$85,000	\$71,253	\$65.20	
GBC	BRAZORIA COUNTY	0.397405	\$85,000	\$71,253	\$283.16	
JBR	BRAZOSPORT COLLEGE	0.285040	\$85,000	\$71,253	\$203.10	
NAV	PORT FREEPORT	0.040100	\$85,000	\$71,253	\$28.57	
RDB	ROAD & BRIDGE FUND	0.060000	\$85,000	\$71,253	\$42.75	
SBR	BRAZOSPORT INDEPENDENT SCHOOL DISTRICT	1.255300	\$85,000	\$71,253	\$894.44	\$0.00
Total Tax Rate:		2.757351				

Taxes w/Current Exemptions: \$1,964.69
 Taxes w/o Exemptions: \$2,343.75

Improvement / Building

https://propaccess.trueautomation.com/ClientDB/Property.aspx?prop_id=210512

11/9/2016

Improvement #1: Commercial State Code: B2 Living Area: 1152.0 sqft Value: \$3,626

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
352	MULTIPLE RES (LOW RISE)	D - 2		1940	1152.0

Improvement #2: Misc Imp State Code: B1 Living Area: sqft Value: \$3,255

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
YPC1	CONCRETE PAVING AVERAGE	C		1940	4224.0

Improvement #3: Residential State Code: B2 Living Area: 1530.0 sqft Value: \$8,529

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
352	MULTIPLE RES (LOW RISE)	D - 2		1940	1530.0

Improvement #4: Commercial State Code: B1 Living Area: 1152.0 sqft Value: \$3,879

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
352	MULTIPLE RES (LOW RISE)	D - 2		1940	1152.0

Improvement #5: Commercial State Code: B1 Living Area: 1530.0 sqft Value: \$4,523

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
352	MULTIPLE RES (LOW RISE)	D - 2		1940	1530.0

Improvement #6: Commercial State Code: B2 Living Area: 1530.0 sqft Value: \$4,523

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
352	MULTIPLE RES (LOW RISE)	D - 2		1940	1530.0

Improvement #7: Commercial State Code: A1 Living Area: 1152.0 sqft Value: \$1,361

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
352	MULTIPLE RES (LOW RISE)	D - 2	C2	1940	1152.0

Improvement #8: Commercial State Code: A1 Living Area: 1530.0 sqft Value: \$107

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
386	MINI- WAREHOUSE	D - 2	C2	1940	1530.0

Improvement #9: Misc Imp State Code: B2 Living Area: sqft Value: \$2,322

Improvement #10: Commercial State Code: B2 Living Area: 1152.0 sqft Value: \$3,625

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
352	MULTIPLE RES (LOW RISE)	D - 2		1940	1152.0

Improvement #11: Commercial State Code: B2 Living Area: 1152.0 sqft Value: \$3,625

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
352	MULTIPLE RES (LOW RISE)	D - 2		1940	1152.0

Improvement #12: Commercial State Code: B1 Living Area: 1152.0 sqft Value: \$3,625

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
352	MULTIPLE RES (LOW RISE)	D - 2		1940	1152.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	S1	PRIMARY SITE	1.1708	51000.00	0.00	0.00	\$38,250	\$0
2	A1	FRONT ACREAGE	0.1148	5000.00	0.00	0.00	\$3,750	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
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https://propaccess.trueautomation.com/ClientDB/Property.aspx?prop_id=210512

11/9/2016

2017	N/A	N/A	N/A	N/A	N/A	N/A
2016	\$43,000	\$42,000	0	85,000	\$0	\$85,000
2015	\$43,000	\$42,000	0	85,000	\$0	\$85,000
2014	\$43,000	\$42,000	0	85,000	\$0	\$85,000
2013	\$43,000	\$42,000	0	85,000	\$0	\$85,000
2012	\$43,000	\$42,000	0	85,000	\$0	\$85,000
2011	\$43,000	\$42,000	0	85,000	\$0	\$85,000
2010	\$57,940	\$42,000	0	99,940	\$0	\$99,940
2009	\$57,940	\$42,000	0	99,940	\$0	\$99,940
2008	\$66,340	\$33,600	0	99,940	\$0	\$99,940
2007	\$45,730	\$33,600	0	79,330	\$0	\$79,330
2006	\$45,730	\$33,600	0	79,330	\$0	\$79,330
2005	\$33,790	\$33,600	0	67,390	\$4,380	\$63,010
2004	\$33,790	\$33,600	0	67,390	\$5,130	\$62,260
2003	\$39,110	\$29,410	0	68,520	\$5,950	\$62,570
2002	\$32,220	\$29,410	0	61,630	\$0	\$61,630
2001	\$25,090	\$29,400	0	54,490	\$0	\$54,490

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	4/30/2004	WD	WARRANTY DEED	HUDGINS WESLEY R	HUDGINS WESLEY R & LYUBOV N	04	026810	0
2	11/1/1995	AD	ASSUMPTION DEED	HUDGINS WESLEY R &	HUDGINS WESLEY R	95	038811	0
3	6/1/1995	WD	WARRANTY DEED	GOE HOWARD N ESTATE	HUDGINS WESLEY R &	95	017865	0

Questions Please Call (979) 849-7792

Website version: 1.2.2.11

Database last updated on: 11/8/2016 9:18 PM

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Property Identification #: 210512

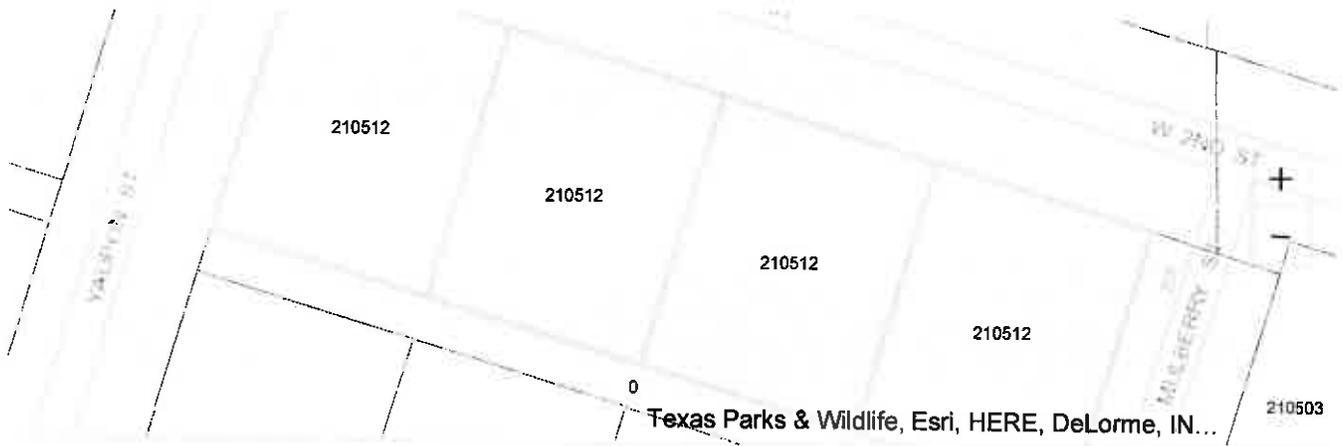
Property Information: 2017

Owner Identification #: 336957

Geo ID: 4200-1660-000
Situs 1637 W 2ND ST
Address: FREEPORT, TX
Property Type: Real
State Code: B2

Legal Description: FREEPORT, BLOCK 164, LOT 1-2-3-4
Abstract: S4200
Neighborhood: APTS & DUPLEX
Appraised Value: N/A
Jurisdictions: CFP, GBC, CAD, DR2, SBR, JBR, NAV, RDB

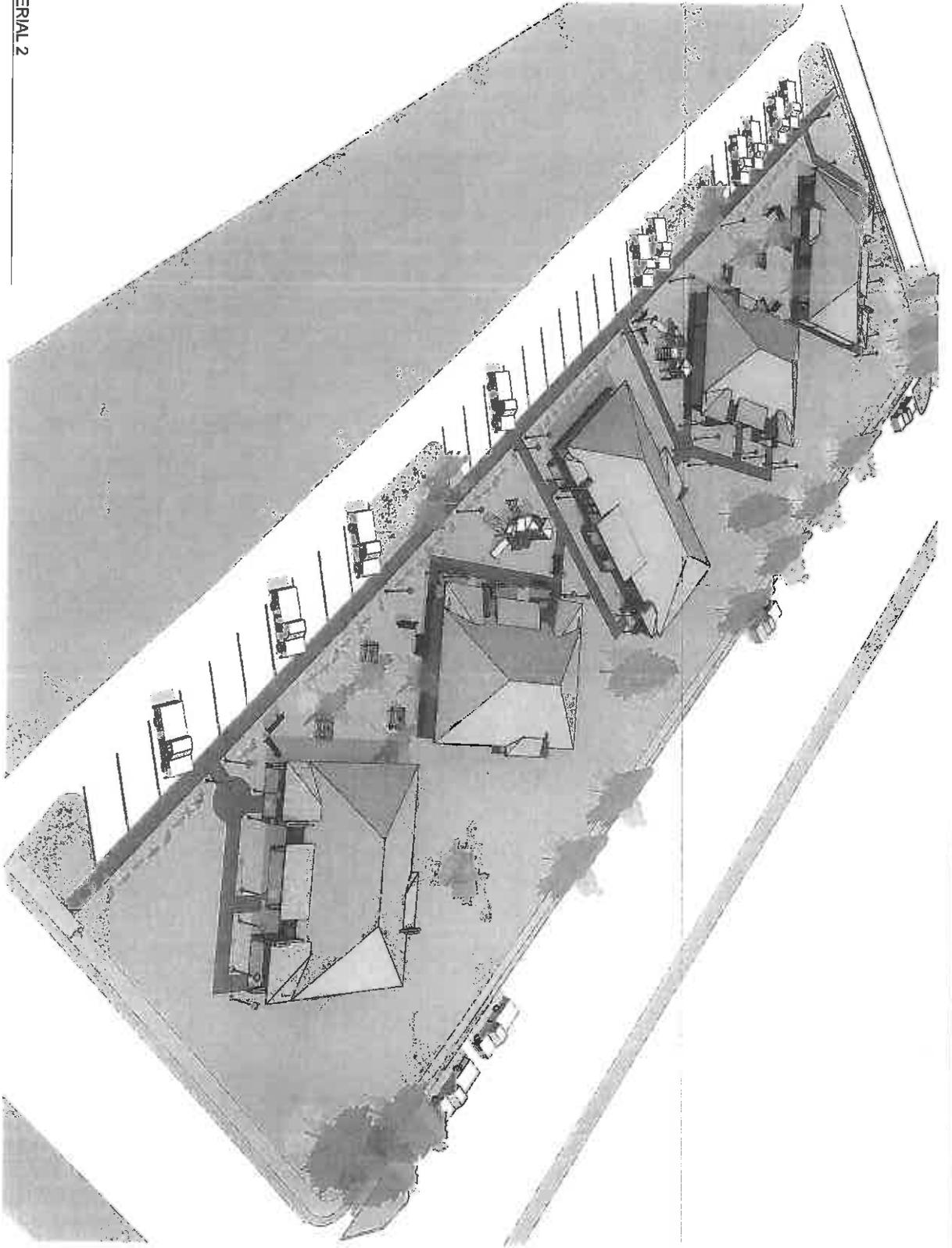
Name: HUDGINS WESLEY R & LYUBOV N
Exemptions: OTHER, HS
DBA: HUDGINS ESTATES



Brazoria CAD Map Search

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Brazoria County Appraisal District expressly disclaims any and all liability in connection herewith.

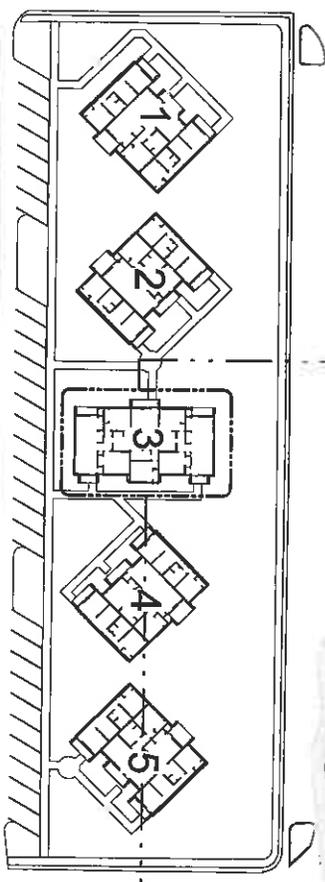
① AERIAL 2



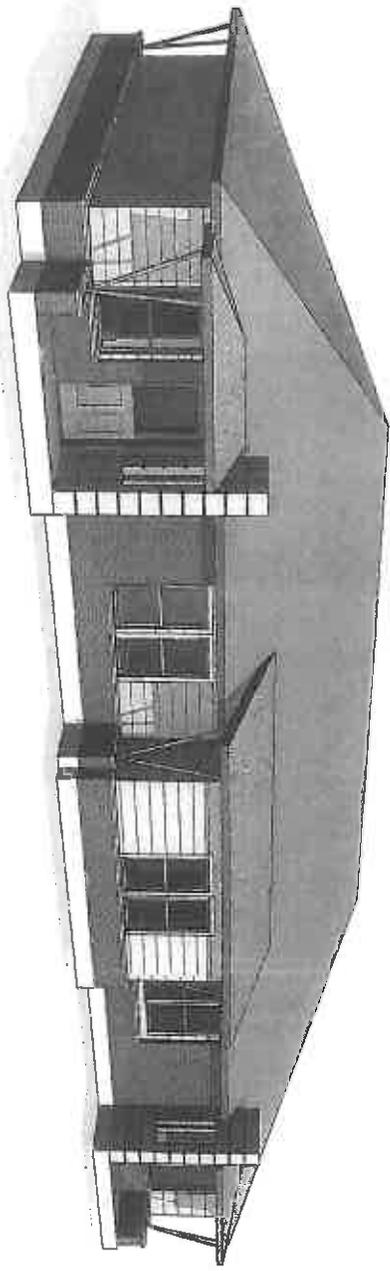
AERIAL VIEW 2		001.4-SD	Tegrity TEGRITY HOME APARTMENTS West 2nd St. Apartments	No.	 ELD eric L Davis engineering and design Architecture and Engineering 2500 Oakwood Drive, 5th. Fl. Spring, Texas 77380 281.868.9420 www.ELDEngineering.com
Project number	PERMIT#			Date	
Date	09-01-15				
Drawn by	IA				
Checked by	AM/DW	Scale			

9/1/2015 2:21:26 PM

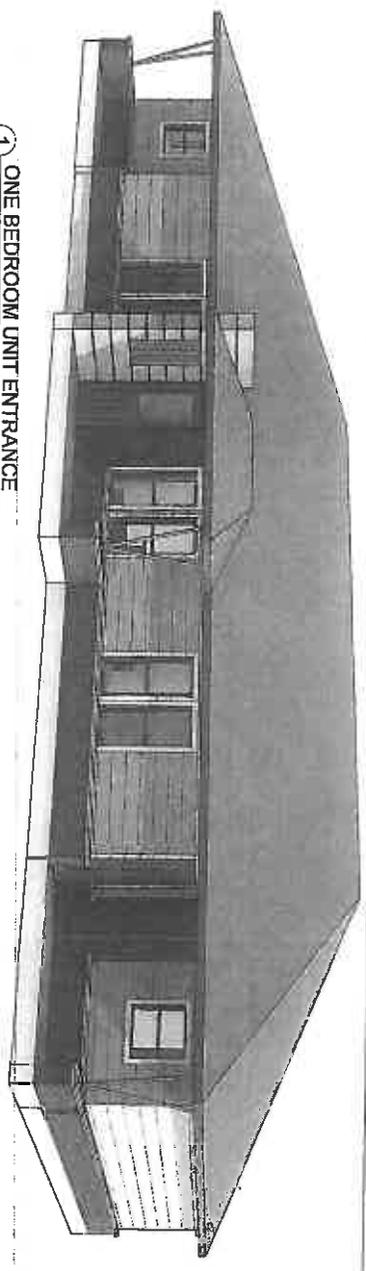
3 SITE
1" = 60'-0"



2 TWO BEDROOM UNIT ENTRANCE



1 ONE BEDROOM UNIT ENTRANCE



BUILDING 3		00.0.1-SD Scale 1" = 60'-0"
Project number	PERMIT#	
Date	09-01-15	
Drawn by	IA	
Checked by	AM/DW	

Tegrity
TEGRITY HOME APARTMENTS
West 2nd St. Apartments

No.	Date

ELD eric L. Davis
engineering and design
Architecture and Engineering
28102 Oakhurst Drive, Ste. 110
Spring, Texas 77380
281.553.8420
www.ELDEngineering.com

3/1/2015 2:20:30 PM

CONNECTEXPLORER



map: Aerial (Latest)

**PROPERTY MANAGEMENT
MEMO**

November 8, 2016

— Jeff Pynes
City Manager

re: Lots 24, Block 715, Velasco
Tax ID 8110-3076-000
1223 North Avenue M

Please place the following item on the November 21, 2016, Council agenda:

Discuss /consider the sale of City interest in lot 24
Block 715, known as 1223 N Avenue M, Tax ID
8110-3076-000

This property is in trust to the City of Freeport. The lot is 27 ft wide by 125 feet deep. Mr Manuel Castillo, who lives at 310 S Pine Street, Rosharon Tx 77583, has made an offer of \$300 for this property. We found no other property owned in the City by Mr Castillo. County market value of this lot is ~~\$2,500.00.~~

\$2,530.00

Property on the east side of this lot is owned by Raul and Bertha Juarez and on the west side is adjacent to the Sweeny Street right of way.

Attached are the following documents regarding this property:

- (a) Trust property bid sheet
- (b) Bid Analysis
- (c) CAD sheet showing property location
- (d) Pictometry photo.


N C Hickey
Property

Approved for agenda:

Jeff Pynes

BID ANALYSIS

Cause Number: 66625 Account Number: 8110-3076-000
 Offer Amount: \$300.00 Value \$: ~~-\$250.00~~
 Person Offering: MANUEL CASTILLO Adjudged Value\$: ~~-\$250.00~~ *SEE ATTACHED CAL.*

Judgement Information

Taxing Entity	Tax Years	Amount Due
BC	1991-2011	\$208.63
BCED	1991-2011	\$0.00
Brazosport ISD	1991-2011	\$720.32
BRHND	1991-2011	\$34.93
Brazosport College	1991-2011	\$61.96
Velasco Drainage	1991-2011	\$43.80
Road Dist 34	1991-2011	\$0.00
City of Freeport	1991-2011	\$391.57
Total		\$1,461.21

Costs

Court Costs	Sheriff Fees	\$75.43
Publication Fees	Research Fees	
Ad Litem	Recording fee's	
Liens	Certified Mail	
Cost of Deed	Deed file date	
Total		\$75.43

Post Judgement Information

Taxing Entity	Tax Year's	
BC	2012-2013	\$3.56
BCED	2012-2013	\$0.00
Brazosport ISD	2012-2013	\$9.16
BRHND	2012-2013	\$0.36
Brazosport College	2012-2013	\$1.91
Velasco Drainage	2012-2013	\$0.69
Road Dist 34	2012-2013	\$0.00
City of Freeport	2012-2013	\$5.03
Post Judgment Total		\$20.71

Proposed Distribution

Offer Amount	\$300.00	Costs	\$75.43
Net to Distribute \$			\$224.57

BC	14.28%	\$32.06
BCED	0.00%	\$0.00
Brazosport ISD	49.30%	\$110.70
BRHND	2.39%	\$5.37
Brazosport College	4.24%	\$9.52
Velasco Drainage	3.00%	\$6.73
Road Dist 34	0.00%	\$0.00
City of Freeport	26.80%	\$60.18

RECEIVED
 OCT 28 2016
 PROPERTY MGMT

Brazoria CAD

Property Search Results > 261344 CITY OF FREEPORT IN TRUST for Year 2016

Property

Account

Property ID:	261344	Legal Description:	VELASCO (FREEPORT), BLOCK 715, LOT 24
Geographic ID:	8110-3076-000	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	N AVE M FREEPORT, TX	Mapsc0:	
Neighborhood:	VELASCO	Map ID:	
Neighborhood CD:	S8110		

Owner

Name:	CITY OF FREEPORT IN TRUST	Owner ID:	114250
Mailing Address:	200 W 2ND ST FREEPORT, TX 77541-5773	% Ownership:	100.000000000000%
		Exemptions:	EX-XV

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	<u>\$2,530</u>	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$2,530	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$2,530	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$2,530	

Taxing Jurisdiction

Owner: CITY OF FREEPORT IN TRUST
 % Ownership: 100.000000000000%
 Total Value: \$2,530

Entity	Description	Tax Rate	Appraised Value	Taxable
CAD	BRAZORIA COUNTY APPRAISAL DISTRICT	0.000000	\$2,530	
CFP	CITY OF FREEPORT	0.628005	\$2,530	
DR2	VELASCO DRAINAGE DISTRICT	0.091501	\$2,530	
GBC	BRAZORIA COUNTY	0.397405	\$2,530	
JBR	BRAZOSPORT COLLEGE	0.285040	\$2,530	
NAV	PORT FREEPORT	0.040100	\$2,530	
RDB	ROAD & BRIDGE FUND	0.060000	\$2,530	
SBR	BRAZOSPORT INDEPENDENT SCHOOL DISTRICT	1.255300	\$2,530	
Total Tax Rate:		2.757351		

Taxes w/Current Exem

Taxes w/o Exemptions

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	S1	PRIMARY SITE	0.0775	3375.00	0.00	0.00	<u>\$2,530</u>	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2017	N/A	N/A	N/A	N/A	N/A	N/A
2016	\$0	\$2,530	0	2,530	\$0	\$2,530
2015	\$0	\$250	0	250	\$0	\$250
2014	\$0	\$250	0	250	\$0	\$250
2013	\$0	\$250	0	250	\$0	\$250
2012	\$0	\$250	0	250	\$0	\$250
2011	\$0	\$250	0	250	\$0	\$250
2010	\$0	\$250	0	250	\$0	\$250
2009	\$0	\$2,530	0	2,530	\$0	\$2,530
2008	\$0	\$2,190	0	2,190	\$0	\$2,190
2007	\$0	\$2,190	0	2,190	\$0	\$2,190
2006	\$0	\$2,190	0	2,190	\$0	\$2,190
2005	\$0	\$2,190	0	2,190	\$0	\$2,190
2004	\$0	\$760	0	760	\$0	\$760

2003	\$0	\$760	0	760	\$0	\$760
2002	\$0	\$760	0	760	\$0	\$760
2001	\$0	\$760	0	760	\$0	\$760

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	8/26/2013	SD	SHERIFF'S DEED	COOKE HOWARD A & LEATHA B	CITY OF FREEPORT IN TRUST	2013	043273	

Questions Please Call (979) 849-7792

Website version: 1.2.2.11

Database last updated on: 10/27/2016 9:20 PM

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Identify

Choose an

Point

Buffer: 0

Layers: 1

Results

GEO ID

**PROPERTY MANAGEMENT
MEMO**

December 13, 2016

Jeff Pynes
City Manager

re: Lot 12, Block 71, Velasco Townsite
Tax ID 8110-0711-000

Please place the following item on the City Council agenda for consideration:

Discuss / consider the sale of the city's interest in Lot 12, Block 71,
Velasco Townsite, Tax ID 8110-0177-000, known as 224 South Avenue I.

Mr Marque Goodson has made an offer of \$1,300.00 for this trust property.

Find attached the following documents:

- a. small plat showing location of property,
- b. aerial pictometry view of the property.
- c. bid analysis of the offer,

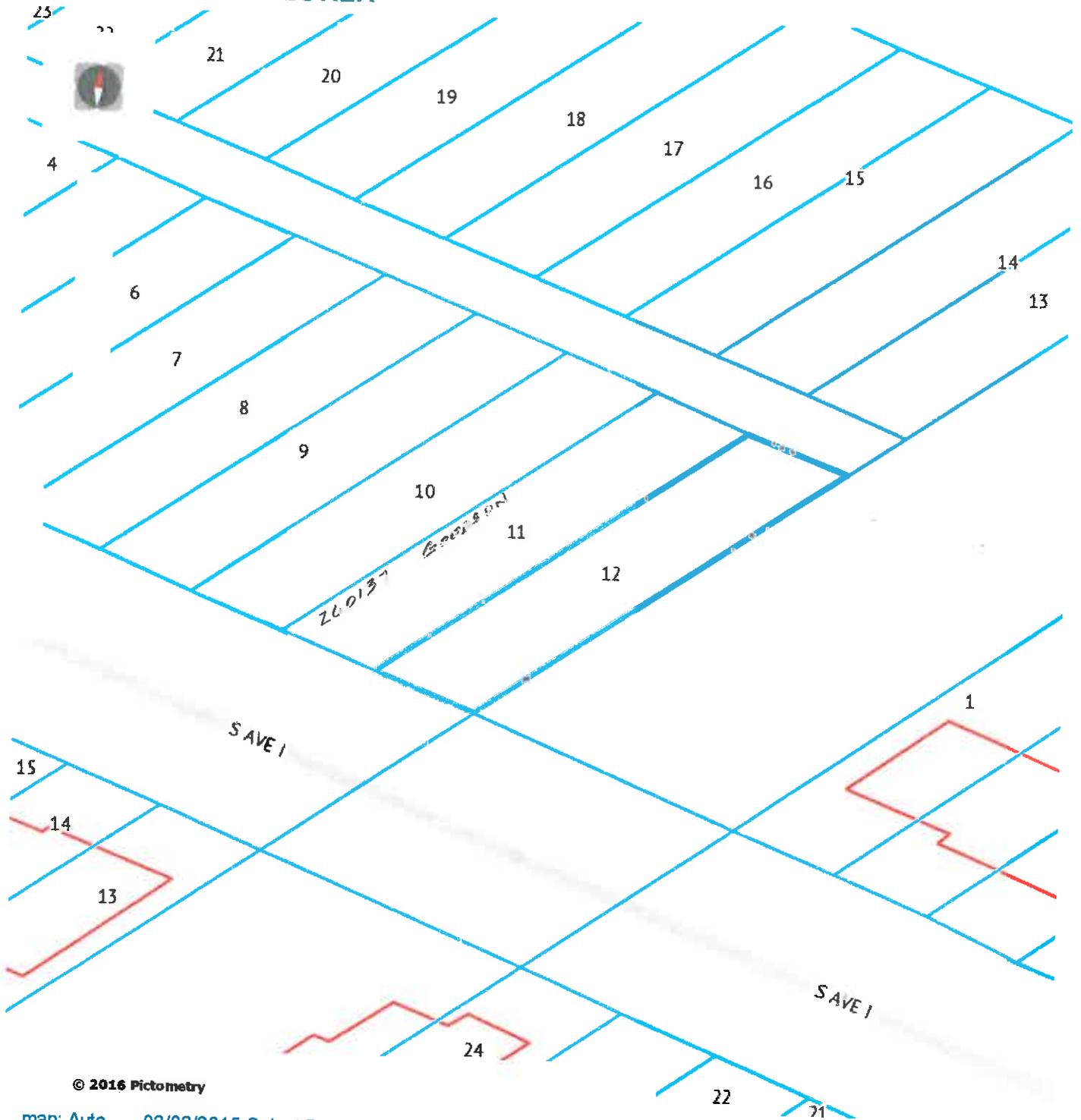


N C Hickey
Property

/s

1371
Lot 12

CONNECTEXPLORER



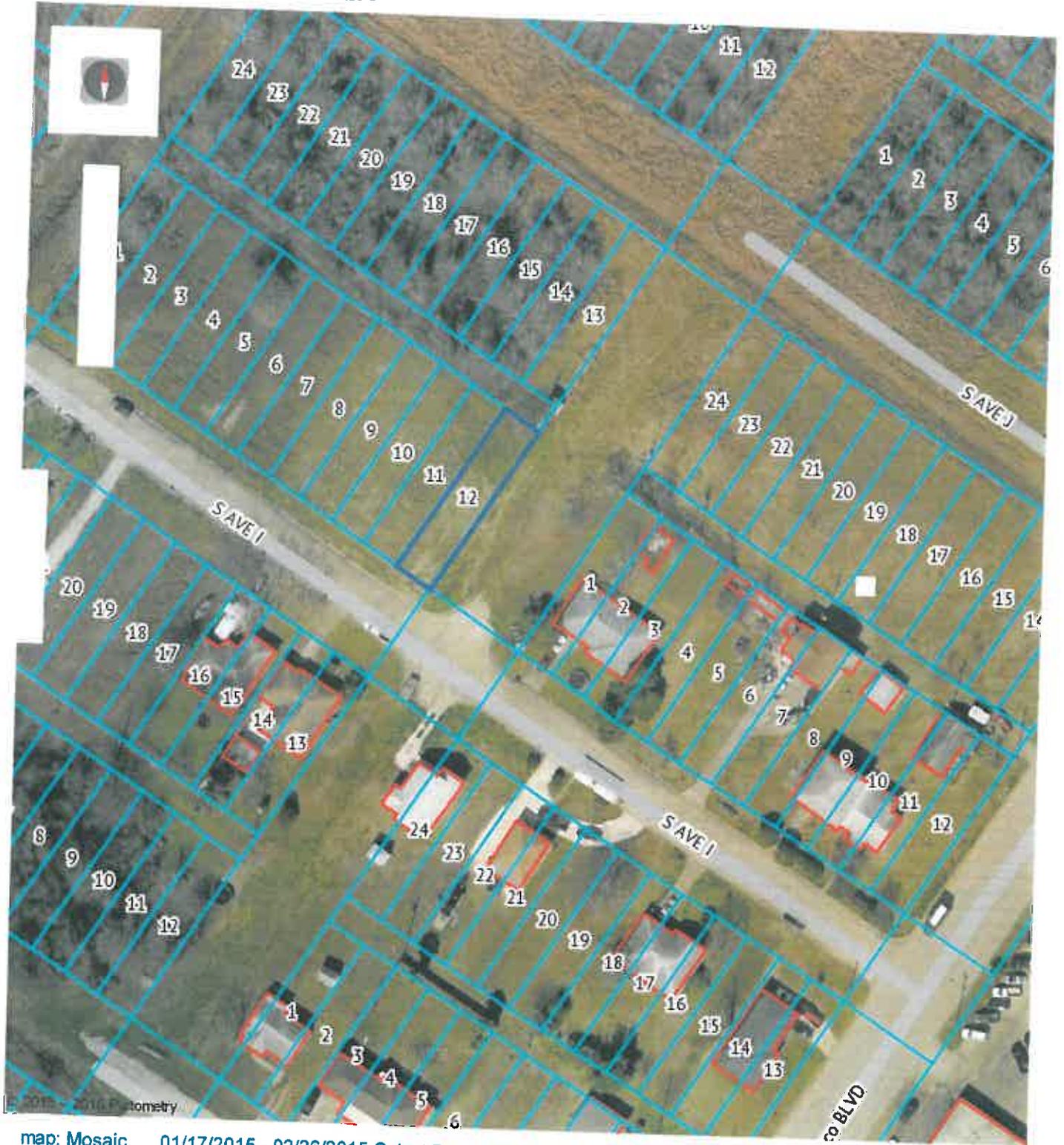
© 2016 Pictometry

map: Auto

02/02/2015 Select Date

image 1 of 15

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map: Mosaic 01/17/2015 - 02/26/2015 Select Date

BID ANALYSIS

Cause Number:	66625	Account Number:	8110-0711-000
Offer Amount:	\$1,300.00	Value \$:	\$2,530.00
Person Offering:	MARQUE GOODSON	Adjudged Value\$:	\$2,530.00

Judgement Information

Taxing Entity	Tax Years	Amount Due
BC	1991-2011	\$258.92
BCED	1991-2011	\$0.00
Brazosport ISD	1991-2011	\$857.73
BRHND	1991-2011	\$40.95
Brazosport College	1991-2011	\$84.13
Velasco Drainage	1991-2011	\$53.79
Road Dist 34	1991-2011	\$0.00
City of Freeport	1991-2011	\$468.12
Total		\$1,763.64

Costs

Court Costs	\$0.00	Sheriff Fees	\$85.79
Publication Fees		Research Fees	
Ad Litem		Recording fee's	
Liens		Certified Mail	
Cost of Deed		Deed file date	
Total			\$85.79

Post Judgement Information

Taxing Entity	Tax Year's	Amount Due
BC	2012-2013	\$37.48
BCED	2012-2013	\$0.00
Brazosport ISD	2012-2013	\$96.55
BRHND	2012-2013	\$3.76
Brazosport College	2012-2013	\$20.12
Velasco Drainage	2012-2013	\$7.44
Road Dist 34	2012-2013	\$0.00
City of Freeport	2012-2013	\$53.03
Post Judgment Total		\$218.38

Proposed Distribution

Offer Amount	\$1,300.00	Costs	\$85.79
Net to Distribute \$			\$1,214.21

BC	14.68%	\$178.26
BCED	0.00%	\$0.00
Brazosport ISD	48.63%	\$590.52
BRHND	2.32%	\$28.19
Brazosport College	4.77%	\$57.92
Velasco Drainage	3.05%	\$37.03
Road Dist 34	0.00%	\$0.00
City of Freeport	26.54%	\$322.29

RECEIVED
DEC - 6 2015
PROPERTY MGMT

PROPERTY MANAGEMENT
MEMO

January 5, 2017

Jeff Pynes
City Manager

re: Lots 9-10-12, Block 36, Velasco Townsite
South Avenue F
Tax ID 8110-0394-000

Please place the following item on the City Council Agenda for consideration in selling the City's interest in the following trust properties:

Discuss / consider selling the City's interest in lots 9-10-12,
Block 36, Velasco Townsite, known as 618, 620, 624 South
Avenue F, Tax ID 8110-0394-000.

Ms Dianne Hunter-Herron, 5413 Rio Ramos, Rosharon Tx, 77583, has made an offer of \$100.00 for these properties.

Find attached the following documentation:

- a) small plat showing location of properties
- b) aerial pictometry view of the property
- c) bid analysis (county)
- d) bid analysis of offer (city)

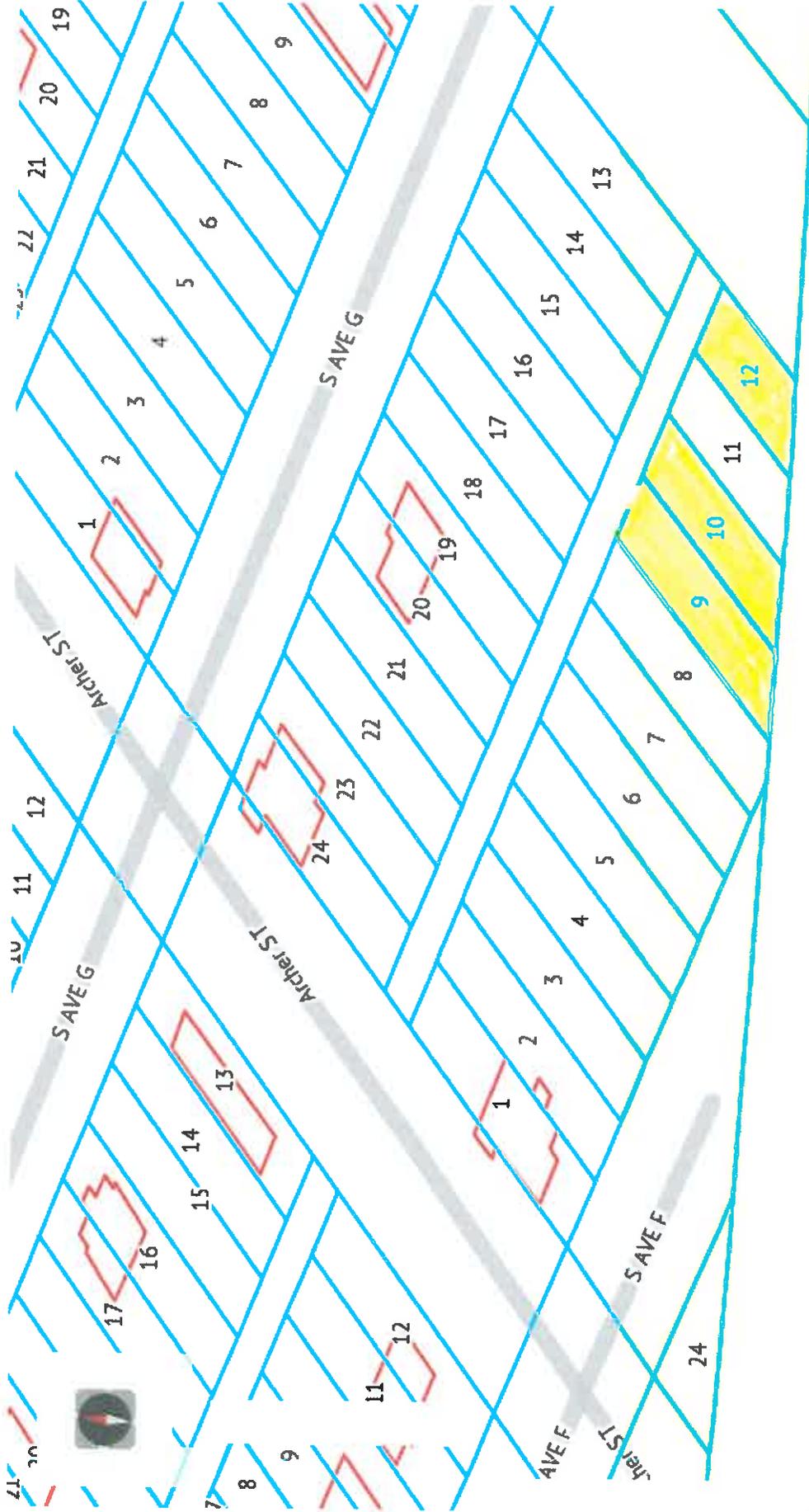

N C Hickey
Property

attach

/s

Trust offer - 2017

CONNECTEXPLORER™



Old Surfside RD

HWY

Old Surfside RD

CONNECTEXPLORER™



25PT HWY
© 2015 - 2017 Pictometry

BID ANALYSIS

Cause Number:	19020*T02	Account Number:	8110-0394-000
Offer Amount:	\$100.00	Value \$:	\$4,220.00
Person Offering:	DIANNE HUNTER-HERRON	Adjudged Value\$:	\$150.00

Judgement Information

Taxing Entity	Tax Years	Amount Due
BC	1991-2001	\$24.75
BCED	1991-2001	\$0.00
Brazosport ISD	1991-2001	\$91.73
BRHND	1991-2001	\$5.26
Brazosport College	1991-2001	\$5.15
Velasco Drainage	1991-2001	\$5.61
City of Freeport	1991-2001	\$51.98
Total		\$184.48

Costs

Court Costs		Sheriff Fees	
Publication Fees		Research Fees	
Ad Litem		Recording fee's	
Liens		Certified Mail	
Cost of Deed		Deed file date	
Total			\$0.00

Post Judgement Information

Taxing Entity	Tax Year's	
BC	2002	\$2.42
BCED	2002	\$0.00
Brazosport ISD	2002	\$8.18
BRHND	2002	\$0.41
Brazosport College	2002	\$0.48
Velasco Drainage	2002	\$0.41
City of Freeport	2002	\$4.58
Post Judgment Total		\$16.48

Proposed Distribution

Offer Amount	Costs
\$100.00	\$0.00
Net to Distribute \$	\$100.00

BC	13.42%	\$13.42
BCED	0.00%	\$0.00
Brazosport ISD	49.72%	\$49.72
BRHND	2.85%	\$2.85
Brazosport College	2.79%	\$2.79
Velasco Drainage	3.04%	\$3.04
City of Freeport	28.18%	\$28.18

RECEIVED
JAN - 4 2017
PROPERTY MGMT

PROPERTY MANAGEMENT

MEMO

County Resale Meeting of December 27, 2016

Bid Analysis : Lot 9-10-12, Block 36
Velasco Townsite
Tax ID 8110-0394-000

Address (Situs) : 523 South Avenue F
Velasco Townsite

Previous owner : Hardy B Carlton, III

Sheriff deed filed : July 15, 2002

In trust to : City of Freepot

Land Value (Current) : \$1,220.00

Offer : \$ 100.00 Diane-Hunter-Herron
5413 Rio Ramos
Rosharon Tx 77583

Distribution to City : \$ 28.18

Council Action:

<input type="checkbox"/> Approved	Vote: Yea_____	No_____
<input type="checkbox"/> Rejected	Vote: Yea_____	No_____
<input type="checkbox"/> Re-agenda	Vote: Yea_____	No_____

attach



November 16, 2016

City of Freeport
P.O. Box 3073
Freeport, TX 77542
Attention: Wallace Shaw, City Attorney

RE: Easement for Water Line and Meter

Dear Mr. Shaw:

Please find enclosed one original of an easement for the City of Freeport to install a water line and meter upon certain property owned by Freeport LNG and its affiliates.

Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "M F Salo".

Matthew F. Salo
Associate Counsel, Freeport LNG

Enclosure

RIGHT-OF-WAY AND EASEMENT GRANT

FLNG Land II, LLC, a Delaware limited liability company, Freeport LNG Development, L.P., a Delaware limited partnership, FLNG Liquefaction, LLC, a Delaware limited liability company, FLNG Liquefaction 2, LLC, a Delaware limited liability company, and FLNG Liquefaction 3, LLC, a Delaware limited liability company, each with its principal office in the City of Houston, Harris County, Texas, hereinafter collectively called GRANTOR, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars and other good and valuable consideration to Grantor in hand paid, the receipt of which is hereby acknowledged and for which no lien, expressed or implied, is hereby retained, have granted, sold and conveyed and by these presents do GRANT, SELL AND CONVEY unto the CITY OF FREEPORT, a municipal corporation located in Brazoria County, Texas, hereinafter called GRANTEE, a perpetual non-exclusive right-of-way and easement, for the purpose hereinbelow specified in, along, upon, over and across the following described real property lying and situated in the County of Brazoria, State of Texas (the PROPERTY), to-wit:

SEE ATTACHED LEGAL DESCRIPTION

The purpose of the right-of-way and easement herein granted is the construction, installation, maintenance, repair and replacement of a water line and meter; together with the free right of ingress and egress, in along, upon, over and across such right-of-way and easement for such purpose, by Grantee, its successors and assigns, forever.

The right-of-way and easement herein granted is subject to any and all other valid and existing rights-of-way, easements, restrictions, reservations, covenants and conditions affecting the Property now of record in Brazoria County, Texas.

Grantor, its successors, heirs or assigns, reserve all oil, gas and minerals on and under the Property and the right to farm, graze and otherwise fully use and enjoy the Property. Without limitation to the foregoing, Grantor shall have the right to construct, maintain, repair, and operate above ground fences, roads, streets, alleys, sidewalks, bridges, and drainage pipes across the Property; provided that Grantee's rights hereunder are not unreasonably impaired or interfered with.

To the extent permitted by law, Grantee agrees to defend, and shall indemnify and hold harmless Grantor and Grantor's tenant, heirs, successors and assigns and their officers, agents, servants, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including reasonable attorney's fees, for injury to and/or death of any person and/or for damage to any property (including without limitation environmental damage or pollution) arising out of or in connection with Grantee's use or occupancy of the Property or operations thereon.

TO HAVE AND TO HOLD the above described right-of-way and easement, together with all and singular the rights and appurtenances thereunto in anywise belonging unto Grantee, its successors and assigns, as aforesaid, forever.

Grantor does hereby bind itself, its successors and assigns, to Warrant and Forever Defend, all and singular, said right-of-way and easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor but not otherwise.

EXECUTED the 16 day of November, 2016.

M.S.
FLNG Land II, LLC, Grantor:

By *SZC*
Its Authorized Signatory

Freeport LNG Development, L.P.

By *SZC*
Its President

FLNG Liquefaction, LLC

By *SZC*
Its Authorized Signatory

FLNG Liquefaction 2, LLC

By SZC

Its Authorized Signatory

FLNG Liquefaction 3, LLC

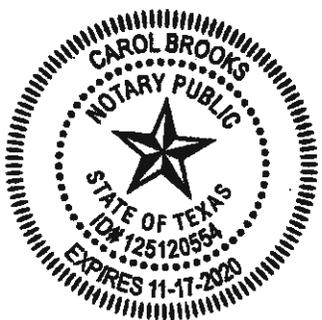
By SZC

Its Authorized Signatory

STATE OF TEXAS)

COUNTY OF Harris)

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Sigmund L. Cornelius, Authorized Signatory of FLNG Land II, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.



Carol Brooks

Notary's Signature

CAROL BROOKS

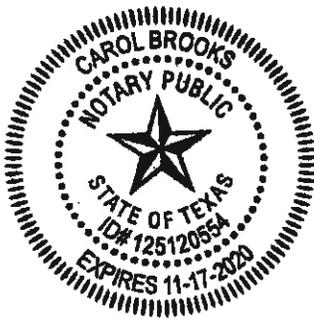
Name typed or printed

Commission Expires: 11-17-2020

STATE OF TEXAS }

COUNTY OF Harris }

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Sigmund L. Cornelius, President of Freeport LNG Development, L.P., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.



Carol Brooks
Notary's Signature

CAROL BROOKS
Name typed or printed

Commission Expires: 11-17-2020

STATE OF TEXAS)

COUNTY OF Harris)

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Sigmund L. Cornelius; Authorized Signatory of FLNG Liquefaction, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.



Carol Brooks
Notary's Signature
CAROL BROOKS
Name typed or printed
Commission Expires: 11-17-2020

STATE OF TEXAS)

COUNTY OF Harris)

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Sigmund L. Cornelius, Authorized Signatory of FLNG Liquefaction 2, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.



Carol Brooks
Notary's Signature

CAROL BROOKS
Name typed or printed

Commission Expires: 11-17-2020

STATE OF TEXAS }
COUNTY OF Harris }

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Sigmund L. Cornelius, Authorized Signatory of FLNG Liquefaction 3, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.



Carol Brooks
Notary's Signature
CAROL BROOKS
Name typed or printed
Commission Expires: 11-17-2020

MAILING ADDRESS OF GRANTEE:

200 West Second Street
Freeport, TX 77541

AFTER RECORDING, RETURN TO:

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

Freeport/Easements/FLNG-Waterline & Easement & ROW-Grant #1

ACCEPTED this ____ day of _____, 2016.

CITY OF FREEPORT, TEXAS, Grantee

By _____
Norma Moreno Garcia, Mayor

ATTEST: _____
Delia Munoz, City Secretary

STATE OF TEXAS }

COUNTY OF BRAZORIA }

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared NORMA MORENO GARCIA, Mayor of the City of Freeport, Texas, known to me to be the person whose name is subscribed to the above instrument, and acknowledged to me that she had executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said city.

Notary's Signature

Name typed or printed

Commission Expires: _____

Freeport/Easements/FLNG-Waterline & Easement & ROW-Acceptance



SCALE: 1" = 100'

FLNG LAND II, LLC
305.672 ACRE
CLERK'S FILE NO. 2014049591
(B.C.O.R.)

N86°50'46"E
156.03'

S09°45'08"E
40.27'

N09°45'08"W
40.27'

0.1433 ACRE

POINT OF BEGINNING
3/8" IRON ROD

S86°50'46"W
156.03'

REMAINDER OF 105.52 ACRE
BLUE DOLPHIN PIPE LINE CO.
CLERK'S FILE NO. 2002041510
(B.C.O.R.)

TRACT 120
BRAZOS COAST INVESTMENT
COMPANY SUBDIVISION NO. 10

120' HAUL ROAD EASEMENT
BLUE DOLPHIN PIPE LINE CO.
TO FLNG LAND II, LLC
CLERK'S FILE NO. 2014047796
(B.C.O.R.)

BASE BEARING IS THE BEARING OF
THE NORTH LINE OF THE 120' HAUL
ROAD EASEMENT AND SOUTH LINE
OF 305.672 ACRE TRACT

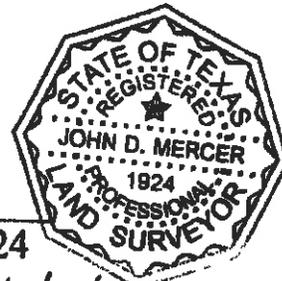
PLAT

SHOWING A 0.1433 ACRE EASEMENT IN THE
FREDERICK J. CALVIT LEAGUE, ABSTRACT 51
BRAZORIA COUNTY, TEXAS

JOHN D. MERCER, RPLS TX 1924

FIRM NO. 10166-00

10/21/16



0.1433 ACRE EASEMENT

Being a 0.1433 acre tract of land in the Frederick J. Cavit League, A-51 in Brazoria County, Texas and said tract being a part of a called 305.672 acre tract of land described in Clerk's File Number 2014049591 of the O.R.B.C., and said 0.1433 acre tract being more particularly described by metes and bounds as:

Beginning at a 3/8-inch iron rod marking the northwest corner of the remainder of the Blue Dolphin Pipe Line Company Tract VI containing 105.52 acre tract as described in Clerk's File No. 2002041510 of the Official Records of Brazoria County, Texas and the southwest corner of said 305.672 acre tract of land and said iron rod also being on the east line of Tract 120 of Brazos Coast Investment Company Subdivision 10, according to a plat recorded in Volume 2, Page 141 of the Brazoria County Map Records;

THENCE with the common line between said 305.672 acre tract and said Tract 120, North 9° 45' 08" West for a distance of 40.27 feet to a point for the northwest corner of the herein described tract;

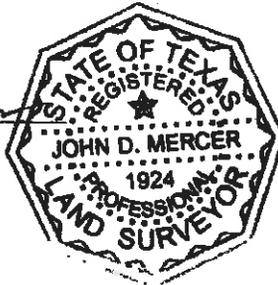
THENCE North 86° 50' 46" East, parallel to the south line of said 305.672 acre tract, for a distance of 156.03 feet to a point for the northeast corner of the herein described tract;

THENCE South 9° 45' 08" East, parallel to the west line of said 305.672 acre tract for a distance of 40.27 feet to a point in the south line of said 305.672 acre tract, same being the northeast corner of the aforementioned 105.52 acre tract, for the southeast corner of the herein described tract;

THENCE South 86° 50' 46" West with the common line between said 305.672 acre tract and said 105.52 acre tract, for a distance of 156.03 feet to the POINT OF BEGINNING, containing 0.1433 acres of land more or less.

The base bearing of the above description is the bearing of the common line of said 305.672 acre tract and said 105.52 acre tract being South 86° 50' 46" West.


John D. Mercer, RPLS 1924
John D. Mercer & Associates, Inc.
TBPLS Firm No. 101166-00



RIGHT-OF-WAY AND EASEMENT GRANT

FLIQ Common Facilities, LLC, with its principal office in the City of Houston, Harris County, Texas, hereinafter called GRANTOR, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars and other good and valuable consideration to Grantor in hand paid, the receipt of which is hereby acknowledged and for which no lien, expressed or implied, is hereby retained, have granted, sold and conveyed and by these presents do GRANT, SELL AND CONVEY unto the CITY OF FREEPORT, a municipal corporation located in Brazoria County, Texas, hereinafter called GRANTEE, a perpetual non-exclusive right-of-way and easement, for the purpose hereinbelow specified in, along, upon, over and across the following described real property lying and situated in the County of Brazoria, State of Texas (the PROPERTY), to-wit:

SEE ATTACHED LEGAL DESCRIPTION FOR 1.895 ACRE TRACT

The purpose of the right-of-way and easement herein granted is the construction, installation, maintenance, repair and replacement of a water line and meter; together with the free right of ingress and egress, in along, upon, over and across such right-of-way and easement for such purpose, by Grantee, its successors and assigns, forever.

The right-of-way and easement herein granted is subject to any and all other valid and existing rights-of-way, easements, restrictions, reservations, covenants and conditions affecting the Property now of record in Brazoria County, Texas.

Grantor, its successors, heirs or assigns, reserve all oil, gas and minerals on and under the Property and the right to farm, graze and otherwise fully use and enjoy the Property. Without limitation to the foregoing, Grantor shall have the right to construct, maintain, repair, and operate above ground fences, roads, streets, alleys, sidewalks, bridges, and drainage pipes across the Property; provided that Grantee's rights hereunder are not unreasonably impaired or interfered with.

To the extent permitted by law, Grantee agrees to defend, and shall indemnify and hold harmless Grantor and Grantor's tenant, heirs, successors and assigns and their officers, agents, servants, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including reasonable attorney's fees, for injury to and/or death of any person and/or for damage to any property (including without limitation environmental damage or pollution) arising out of or in connection with Grantee's use or occupancy of the Property or operations thereon.

TO HAVE AND TO HOLD the above described right-of-way and easement, together with all and singular the rights and appurtenances thereunto in anywise belonging unto Grantee, its successors and assigns, as aforesaid, forever.

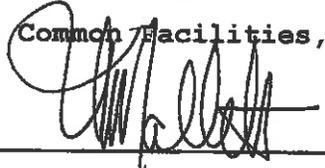
Grantor does hereby bind itself, its successors and assigns, to Warrant and Forever Defend, all and singular, said right-of-way and easement unto Grantee, its successors and assigns, against every

person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor but not otherwise.

[Signature page follows]

EXECUTED the 31st day of January, 2017.

FLIQ Common Facilities, LLC, Grantor:

By 
M.S. Its Authorized Signatory

[Acknowledgment page follows]

STATE OF TEXAS)

COUNTY OF Harris)

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Mark W. Mallett, Authorized Signatory of FLIQ Common Facilities, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.



Carol Brooks

Notary's Signature

CAROL BROOKS

Name typed or printed

Commission Expires: 11-17-2020

MAILING ADDRESS OF GRANTEE:

200 West Second Street
Freeport, TX 77541

AFTER RECORDING, RETURN TO:

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

Freeport/Easements/FLNG-Waterline & Easement & ROW-Grant#3

ACCEPTED this ____ day of _____, 2017.

CITY OF FREEPORT, TEXAS, Grantee

By _____
Norma Moreno Garcia, Mayor

ATTEST: _____
Delia Munoz, City Secretary

STATE OF TEXAS }

COUNTY OF BRAZORIA }

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared NORMA MORENO GARCIA, Mayor of the City of Freeport, Texas, known to me to be the person whose name is subscribed to the above instrument, and acknowledged to me that she had executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said city.

Notary's Signature

Name typed or printed

Commission Expires: _____

Freeport/Easements/FLNG-Waterline & Easement & ROW-Acceptance

1.895 ACRE EASEMENT

Being a 1.895 acre tract, called 1.898 acres, in that deed from Sorrell Family Limited Partnership No. 2, LTD to FLIQ Common Facilities, LLC as recorded in Clerk's File Number 2015012224 of the Official Records of Brazoria County, Texas and said 1.895 acre tract being out of Tract No. 108 in Subdivision No. 7 of Brazos Coast Investment Company Subdivision, in the F. J. Cavit League, Abstract 51, Brazoria County, Texas, according to the plat of said subdivision as recorded in Volume 2, Page 141 of the Plat Records of Brazoria County, Texas, said tract lying North of Texas State Highway No. 332 and said 1.895 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a point at the intersection of the common boundary line of Tracts No. 108 and 107 in said subdivision with the north right-of-way line of said Texas State Highway No. 332, said point being located North 05° 27' 22" East a distance of 1.87 feet from a concrete monument;

THENCE in a northwesterly direction along the north right-of-way line of State Highway No. 332, North 64° 52' 29" West for a distance of 170.46 feet (called 170.6 feet) to a found iron rod with cap (marked CDW 4547) for the southwest corner of the herein described tract;

THENCE North 03° 13' 13" West with the common line between the herein described tract and the David Charles Rice called 1.610 acre tract as described in Brazoria County Clerk's File No. 2009021206, for a distance of 510.41 feet (called 507.4 feet) to a found iron rod with cap (marked Centerpoint Energy) for the northwest corner of the herein described tract, said point also being the northeast corner of said 1.610 acre tract and said point being in the south line of a 30 foot wide platted road right-of-way and said point being intended to be the midpoint of the north line of said Tract 108;

THENCE North 87° 11' 41" East with the north line of said Tract 108 and the south line of said 30 foot wide platted road right-of-way for a distance of 149.87 feet (called 150.00 feet) to an iron rod with cap (marked CDW 4547) marking the northeast corner of Tract 108, same being the northwest corner of Tract 107;

THENCE South 03° 14' 09" East for a distance of 590.44 feet (called 590.70 feet) along the common boundary line of Tracts No. 108 and 107 to the POINT OF BEGINNING, containing in area 1.895 acre of land more or less.

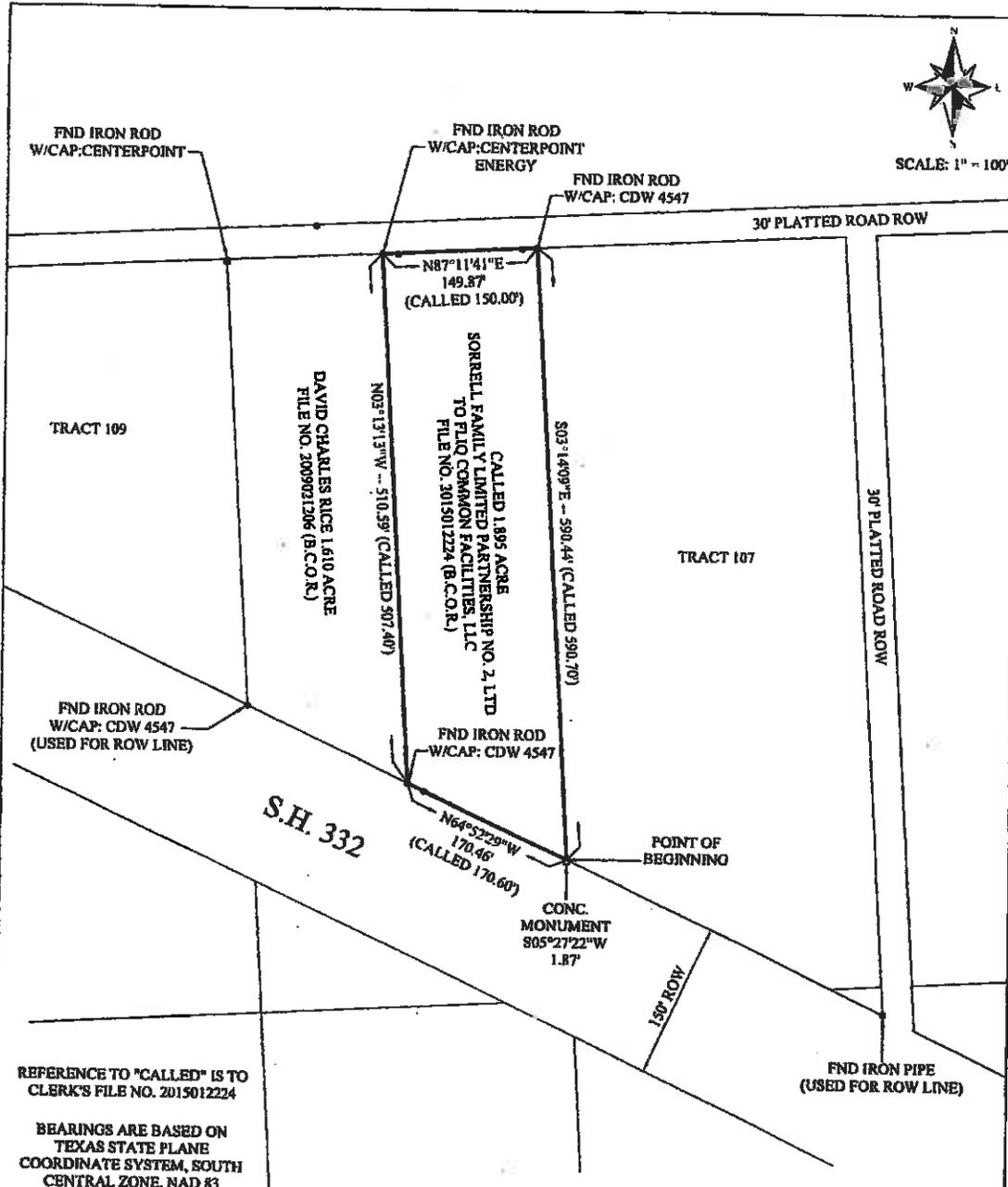
Bearings are based on Texas State Coordinate System South Central Zone, NAD 83.


John D. Mercer, RPLS 1924
John D. Mercer & Associates, Inc.
TBPLS Firm No. 101166-00





SCALE: 1" = 100'



REFERENCE TO "CALLED" IS TO CLERK'S FILE NO. 2015012224

BEARINGS ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83

PLAT

SHOWING A 1.895 ACRE EASEMENT OUT OF TRACT 108 OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 7 AS SHOWN OF RECORD AT VOLUME 2, PAGE 141 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS IN THE FREDERICK J. CALVIT LEAGUE, ABSTRACT 51 IN BRAZORIA COUNTY, TEXAS


 JOHN D. MERCER, RPLS TX 1984
 FIRM NO. 10166-00 9/1/16



RIGHT-OF-WAY AND EASEMENT GRANT

FLIQ Common Facilities, LLC, with its principal office in the City of Houston, Harris County, Texas, hereinafter called GRANTOR, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars and other good and valuable consideration to Grantor in hand paid, the receipt of which is hereby acknowledged and for which no lien, expressed or implied, is hereby retained, have granted, sold and conveyed and by these presents do GRANT, SELL AND CONVEY unto the CITY OF FREEPORT, a municipal corporation located in Brazoria County, Texas, hereinafter called GRANTEE, a perpetual non-exclusive right-of-way and easement, for the purpose hereinbelow specified in, along, upon, over and across the following described real property lying and situated in the County of Brazoria, State of Texas (the PROPERTY), to-wit:

SEE ATTACHED LEGAL DESCRIPTION FOR 4.02 ACRE TRACT

The purpose of the right-of-way and easement herein granted is the construction, installation, maintenance, repair and replacement of a water line and meter; together with the free right of ingress and egress, in along, upon, over and across such right-of-way and easement for such purpose, by Grantee, its successors and assigns, forever.

The right-of-way and easement herein granted is subject to any and all other valid and existing rights-of-way, easements, restrictions, reservations, covenants and conditions affecting the Property now of record in Brazoria County, Texas.

Grantor, its successors, heirs or assigns, reserve all oil, gas and minerals on and under the Property and the right to farm, graze and otherwise fully use and enjoy the Property. Without limitation to the foregoing, Grantor shall have the right to construct, maintain, repair, and operate above ground fences, roads, streets, alleys, sidewalks, bridges, and drainage pipes across the Property; provided that Grantee's rights hereunder are not unreasonably impaired or interfered with.

To the extent permitted by law, Grantee agrees to defend, and shall indemnify and hold harmless Grantor and Grantor's tenant, heirs, successors and assigns and their officers, agents, servants, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including reasonable attorney's fees, for injury to and/or death of any person and/or for damage to any property (including without limitation environmental damage or pollution) arising out of or in connection with Grantee's use or occupancy of the Property or operations thereon.

TO HAVE AND TO HOLD the above described right-of-way and easement, together with all and singular the rights and appurtenances thereunto in anywise belonging unto Grantee, its successors and assigns, as aforesaid, forever.

Grantor does hereby bind itself, its successors and assigns, to Warrant and Forever Defend, all and singular, said right-of-way and easement unto Grantee, its successors and assigns, against every

person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor but not otherwise.

[Signature page follows]

EXECUTED the _____ day of _____, 2017.

FLIQ Common Facilities, LLC, Grantor:

By _____

Its _____

[Acknowledgment page follows]

STATE OF TEXAS }

COUNTY OF }

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, Authorized Signatory of FLIQ Common Facilities, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

Notary's Signature

Name typed or printed

Commission Expires: _____

MAILING ADDRESS OF GRANTEE:

200 West Second Street
Freeport, TX 77541

AFTER RECORDING, RETURN TO:

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

Freeport/Easements/FLNG-Waterline & Easement & ROW-Grant#3

ACCEPTED this _____ day of _____, 2016.

CITY OF FREEPORT, TEXAS, Grantee

By _____
Norma Moreno Garcia, Mayor

ATTEST: _____
Delia Munoz, City Secretary

STATE OF TEXAS }
COUNTY OF BRAZORIA }

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared NORMA MORENO GARCIA, Mayor of the City of Freeport, Texas, known to me to be the person whose name is subscribed to the above instrument, and acknowledged to me that she had executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said city.

Notary's Signature

Name typed or printed

Commission Expires: _____

Freeport/Easements/FLNG-Waterline & Easement & ROW-Acceptance



SCALE: 1" = 200'

FLNG LAND II, LLC
305.672 ACRE
CLERK'S FILE NO. 2014049591 (B.C.O.R.)

REMAINDER OF 105.52 ACRE
BLUE DOLPHIN PIPE LINE CO.
CLERK'S FILE NO. 2002041510 (B.C.O.R.)

POINT OF BEGINNING
3/4" IRON ROD

TRACT 130
BRAZOS COAST INVESTMENT
COMPANY SUBDIVISION NO. 10

N86°50'46"E
122.80'

N09°44'50"W - 833.25'

4.02 ACRE EASEMENT

S09°44'50"E - 821.38'

HORSESHOE LAKE

RADIUS = 110.00'
ANGLE = 55°20'08"
ARC LENGTH = 106.24'
CH LENGTH = 103.16'
CH BEARING = N17°55'14"E

FND IR
W/CAP. B&L

BLUE DOLPHIN PIPE LINE CO
REMAINDER OF TRACT 1
BRAZOS COAST INVESTMENT
COMPANY SUBDIVISION NO. 10
CALLED TRACT 1 IV IN
CLERK'S FILE NO. 2002041510

FND IR
W/CAP. B&L

N45°55'18"E - 332.75'

RADIUS = 230.00'
ANGLE = 55°20'08"
ARC LENGTH = 222.13'
CH LENGTH = 213.60'
CH BEARING = S17°55'14"W

FND IR
W/CAP. B&L

RADIUS = 230.00'
ANGLE = 41°14'39"
ARC LENGTH = 165.56'
CH LENGTH = 162.01'
CH BEARING = N24°57'59"E

FND IR
W/CAP. B&L

S45°35'18"W - 332.75'

CALLED 48.438 ACRES
SUNOCO PARTNERS MARKETING
& TERMINALS, LLC
CLERK'S FILE NO. 2011032049
(B.C.O.R.)

FND IR
W/CAP. B&L

30' PLATTED ROAD ROW

S86°46'02"W
122.26'

RADIUS = 110.00'
ANGLE = 32°49'02"
ARC LENGTH = 63.00'
CH LENGTH = 62.15'
CH BEARING = S29°10'47"W

TRACT 107
BRAZOS COAST INVESTMENT
COMPANY SUBDIVISION NO. 9

TRACT 108
BRAZOS COAST INVESTMENT
COMPANY SUBDIVISION NO. 9

TRACT 107
BRAZOS COAST INVESTMENT
COMPANY SUBDIVISION NO. 7

30' PLATTED ROAD ROW

S.H. 332

150' ROW

IT IS INTENDED THAT THE BEARINGS AND DISTANCES OF THE 4.02 ACRE TRACT SHOWN HEREON DESCRIBE THAT 4.02 ACRE PERPETUAL EASEMENT FROM BLUE DOLPHIN PIPE LINE COMPANY TO FLNG I AND II, LLC AS RECORDED AT CLERK'S FILE NO. 2014047796 OF THE BRAZORIA COUNTY OFFICIAL RECORDS

PLAT

SHOWING A 4.02 ACRE EASEMENT IN THE FREDERICK J. CALVIT LEAGUE, ABSTRACT 51, SAID TRACT BEING PARTLY OUT OF TRACT 1 OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 10 ACCORDING TO PLAT RECORDED AT VOLUME 2, PAGE 141 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS AND PARTLY OUT OF THE REMAINDER OF THE BLUE DOLPHIN PIPE LINE COMPANY CALLED 105.52 ACRE TRACT

4.02 ACRES EASEMENT

Being a 4.02 acre tract of land in the Frederick J. Cavit League, A-51 in Brazoria County, Texas and said tract being a part of the remainder if that called Blue Dolphin Pipe Line Company Tract VI containing 105.52 acres as recorded in in Clerk's File Number 2002041510 of the Official Records of Brazoria County (O.R.B.C.) and part of Lot 1 of the Brazos Coast Investment Company Subdivision No. 10, according the plat of said subdivision as recorded at Volume 2, Page 141 of the Plat Records of Brazoria County, Texas and said 4.02 acre tract being more particularly described by metes and bounds as:

Beginning at a 3/8-inch iron rod marking the northwest corner of said 105.52 acre tract and the southwest corner of a called 05.672 acre tract of land described in Clerk's File Number 2014049591 of the O.R.B.C., same being on the east line of Tract 120 of Brazos Coast Investment Company Subdivision 10, according to a plat recorded in Volume 2, Page 141 of the Brazoria County Map Records;

THENCE with the common line between said 305.672 acre tract and said 105.52 acre tract, North 86° 50' 46" East for a distance of 120.80 feet to a point for the northeast corner of the herein described tract;

THENCE South 09° 44' 50" East for a a distance of 821.38 feet to a point of curve to the right, said curve having a central angle of 55° 20' 08", a radius of 230.00 feet and a chord of 213.60 feet that bears South 17° 55' 14" West;

THENCE with the arc of said curve for a distance of 222.13 feet to a point of tangency;

THENCE South 45° 35' 18" West for a distance of 352.75 feet to a point of curve to the left, said curve having a central angle of 32° 49' 02", a radius of 110.00 feet and a chord of 62.15 feet that bears South 29° 10' 47" West;

THENCE with the arc of said curve for a distance of 63.00 feet to a point in the north line of a platted 30 foot wide road right-of-way for the southeast corner of the herein described tract;

THENCE with the north line of said 30-foot Platted Road, South 86° 46' 02" West for a distance of 122.26 feet to a point for the southwest corner of the herein described tract;

THENCE along the arc of a curve to the right, said curve having a central angle of 41° 14' 39", a radius of 230.00 feet and a chord of 162.01 feet that bears North 24° 57' 59" East, for an arc distance of 165.56 feet to a point of tangency;

THENCE North 45° 35' 18" East for a distance of 352.75 feet to a point of curve of a curve to the left, said curve having a central angle of 55° 20' 08", a radius of 110.00 feet and a chord of 102.16 feet that bears North 17° 55' 14" East;

THENCE with the arc of said curve for a distance of 106.24 feet to a point of tangency;

THENCE North 09° 44' 50" West for a distance of 835.25 feet to the POINT OF BEGINNING, containing 4.02 acres of land.

The bearings and distances herein are "called" as recorded in "Field Notes for 4.02 Acres" being part of that Memorandum of Master Easement Agreement executed by Blue Dolphin Pipe Line Company (Grantor) and FLNG Land II, LLC (Grantee) as recorded in Clerk's File Number 2014047796 of the Brazoria County Official Records and the above metes and bounds are intended to describe the same tract of land as described in said Clerk's File Number 2014047796.


John D. Mercer, RPLS 1924
John D. Mercer & Associates, Inc.
TBPLS Firm No. 101166-00

9/1/16





Norma Moreno Garcia
Mayor

Jeff Pynes
Chief Executive Officer
City Manager

January 03, 2017

Re: Billboard Conversion

Gilbert Arispe
Assistant City Manager

Dear Jeff Pynes:

In order to encourage the removal of some existing billboards and to improve the aesthetics of the community, the billboard companies that have signs in the City of Freeport were contacted. Since the modern digital signs are more attractive for their customers and generate more revenue, the billboard companies were very receptive regarding swapping out the older billboards for the new digital type. The initial offer by the City was a trade ratio of 3 sign faces removed in exchange for the installation of 1 new digital face. SIGN AD considered that option but did not have enough billboards to do that type of exchange. Part of the benefit for the City would be the posting of Amber alerts, traffic issues, and hurricane evacuation information free of charge. In order to make the trade more beneficial to the City of Freeport the billboard company was requested to offer free advertising time to the City that could be used for Economic Development and also for advertising City events. SIGN AD has offered to provide 40 free hours per year of advertising time on the billboard located in Freeport plus an additional 40 hours on their digital billboards located in either Galveston, LaPorte, or Brookshire.

The billboard to be removed is constructed with wooden poles and is located on the left side as you enter Freeport on Highway 288. This billboard is in poor condition and would have both faces removed as well as the poles supporting it. The sign that would have one face replaced with an LED display is a single pole metal billboard that is in good condition. This agreement with SIGN AD would be beneficial to both the City and also to SIGN AD.

If you have any questions I am available to provide additional information.

Respectfully,

Oscar Arevalo, CBO, Building Official.



State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the Planning Commission & Traffic Commission of the City of Freeport met on Tuesday, December 13, 2016 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:

Planning Commission: Eddie Virgil – Chairman
Johnathan Sublet – Co. Chairman
Lesa Girouard
Cindy Cain – Absent
Sandra Loeza – Absent

Staff: Oscar Arevalo, Building Official
Nat Hickey, Property Manager
Yvette Ruiz, Building Secretary

Visitors: Simon Virgil
Thomas Whisnant

Open Meeting.

Eddie Virgil called the meeting to order at 6:00 p.m.

Invocation.

Johnathan Sublet offered the invocation.

Consideration of approving the minutes of November 1, 2016.

On a motion by Lesa Girouard, seconded by Johnathan Sublet, with all present voting “Aye”, the Planning Commission unanimously approved the minutes of November 1, 2016.

Consider a proposal by Sign AD to remove 880 square feet of signage on Hwy. 288 (old existing wooden billboard), one mile South of Hwy. 332, in exchange for City approval to convert a single face of their existing sign located at 1924 Brazosport Blvd. to a digital/LED face.

On a motion by Johnathan Sublet, seconded by Lesa Girouard, with all present voting “Aye”, the Planning Commission unanimously approved the proposed by Sign AD to remove 880 square feet of signage on Hwy. 288 (old existing wooden billboard) one mile South of Hwy. 332, in exchange for City approval to convert a single face of their existing sign located at 1924 Brazosport Boulevard to a digital/LED face.

Adjourn.

Eddie Virgil adjourned the meeting at 6:25 p.m.

Eddie Virgil, Chairman
City of Freeport

Yvette Ruiz, Building Secretary
City of Freeport



Freeport, TX

Thomas Whisnant
Digital Billboard Representative
SignAd Outdoor Advertising

Good afternoon members of the Planning and Zoning for Freeport, TX and any other attendees. My name is Thomas Whisnant I am employed by SignAd Outdoor Advertising. My home address is 2301 S. Mopac Expy, Austin, Texas. I'd like to thank you for this opportunity to share with you, SignAd's desire to convert our existing sign located on Highway 288 in Freeport Texas, to a Digital/Static billboard. I have taken the liberty to prepare a presentation for your review which includes various aeriels, photos, studies and informational pieces.

1. SignAd Outdoor Advertising is a family owned small business created in 1964 with just a handful of billboard signs. Our Current inventory consists of approximately 2,000 signs throughout Texas and Louisiana. Our company's success has been built on maintaining unmatched family values coupled with a strong work ethic.
2. The all steel sign is located on the east side of Hwy 288, less than two miles south of Hwy 332.

The proposed LED sign will be facing southbound traffic coming into the City of Freeport and the static face will remain facing northbound traffic. As per guidance issued by the Federal Highway Administration allowing electronic signs to be permitted the State must exercise regulatory controls for Off-premise changeable electronic signs by regulating the size, spacing, light intensity, movement and animation as well as message duration, height, maintenance and placement of electronic signs. (The proposed sign would definitively meet all of TxDot s requirements for obtaining a permit should the city approve and grant our request).

3. **Benefits** - Outdoor advertising is the most effective low-cost means of reaching customers for small businesses when compared to TV or Radio which makes it the best choice for many small businesses interested in affordable, high-impact advertising. Well placed ads help drive sales and support the local economy.

SignAd will completely remove a wood pole sign and structure located on Hwy 288 as you enter Freeport. This will remove an older structure from the landscape of Freeport and upgrade an existing steel structure by adding a digital led face.

The City of Freeport will receive 40 hours guaranteed advertising time per year on the new digital face as well as 40 hours of advertising time on our Galveston, Brookshire and LaPorte digital faces, space permitting. This space can be used to advertise city events news festivals or additinoal content.

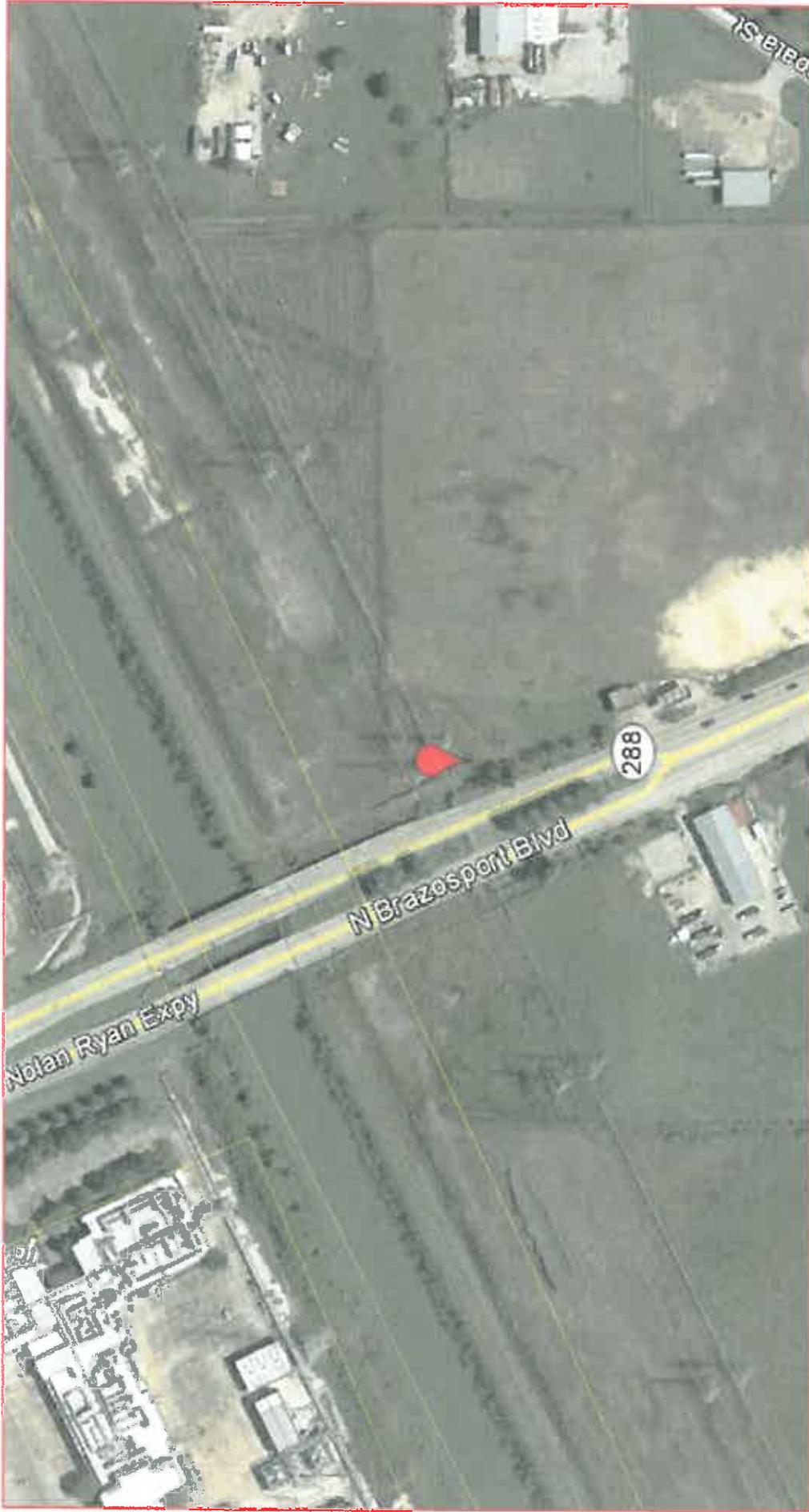
Additionally, the City of Freeport will experience increased tax revenues based on a higher valuation placed on the sign itself as a real estate fixture.

And lastly, state regulations require LED Sign operators to provide emergency messages important to the travelling public such as Amber Alerts and information regarding natural or man-made disasters.

It is our hope that you see the merits in granting our request for the LED permit as we ask for your approval. I sincerely thank you for your time and if there are any questions I will do my best to provide you with an answer.

SIGNAD

This page notes the location(Highway 288) of the current unit we would like to remove as a consideration to the city of Freeport to allow the change of a single face on another sign to a digital face. This face contains 880 square feet of sign.



SIGNAD OUTDOOR

Here you can see the current sign that sits on Hwy 288 as you enter Freeport that would be removed as part of the proposal.



SIGNAD

OUTDOOR

Here is an aerial showing the location of the sign on which we would like to alter one face to digital.



1010 NORTH LOOP • P.O BOX 8626 HOUSTON, TX 77249 • (713) 861-6013 • FAX (713) 861-2107 • TOLL FREE 1(888) 821-1999
THOMAS WHISNANT • LED ACCOUNT EXECUTIVE • 281-714-0301 • THOMAS@SIGNAD.COM

SIGNAD

OUTDOOR

This slide shows the current steel structure SignAd would like to upgrade.



SIGNAD

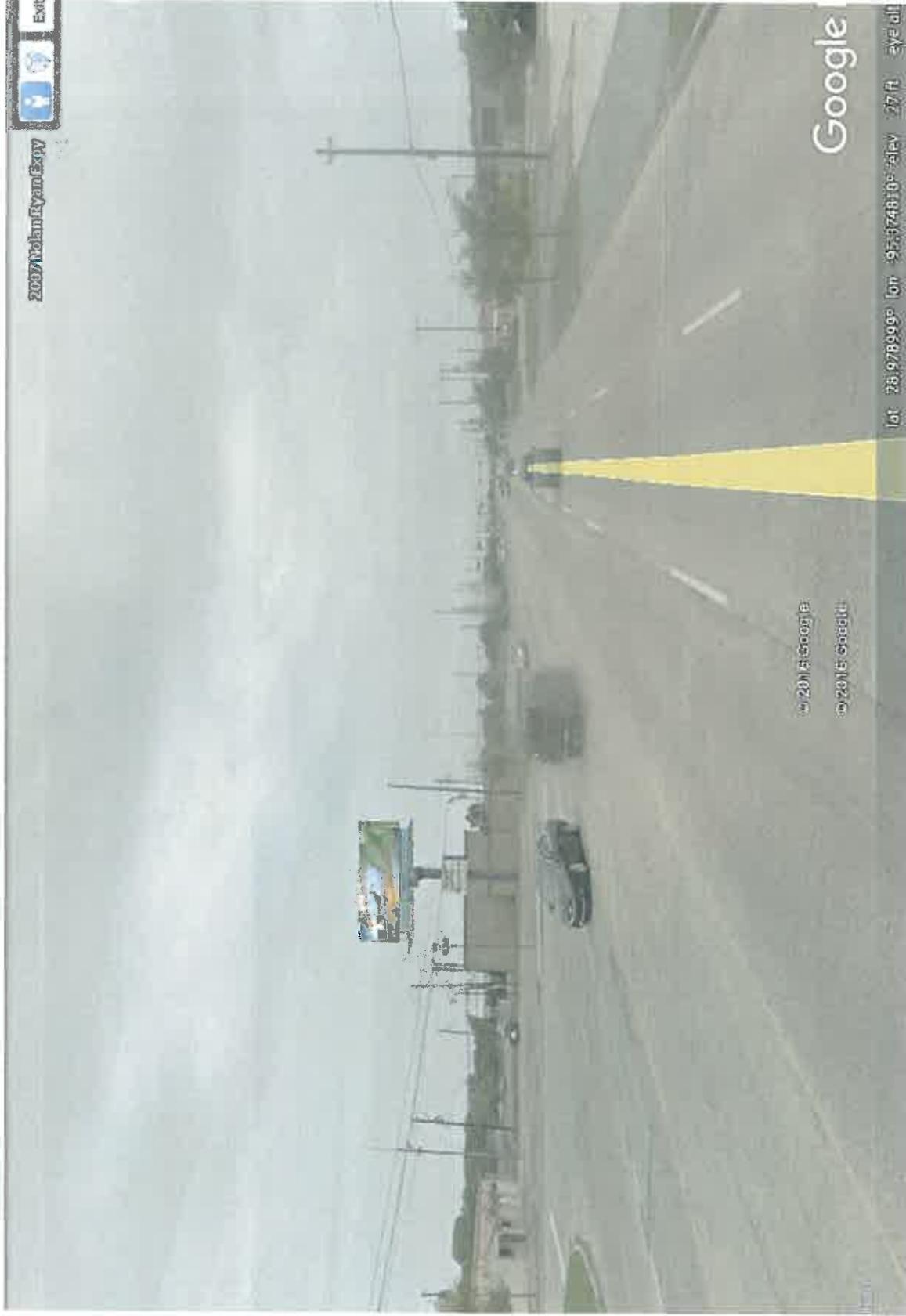
This rendering shows a sample of a digital ad running on the current steel structure.



1010 NORTH LOOP • P.O. BOX 8626 HOUSTON, TX 77249 • (713) 861-6013 • FAX (713) 861-2107 • TOLL FREE 1(888) 821-1999
THOMAS WHISNANT • LED ACCOUNT EXECUTIVE • 281-714-0301 • THOMAS@SIGNAD.COM

SIGNAD

This is a sample of a city ad running on the new digital face.



1010 NORTH LOOP • P. O. BOX 8626 HOUSTON, TX 77249 • (713) 861-6013 • FAX (713) 861-2107 • TOLL FREE 1(888) 821-1999
THOMAS WHISNANT • LED ACCOUNT EXECUTIVE • 281-714-0301 • THOMAS@SIGNAD.COM

SIGNAD

LED LIGHTS
CITY FACE

This is another sample of a city ad running on the new digital face.



1010 NORTH LOOP • P.O. BOX 8626 HOUSTON, TX 77249 • (713) 861-6013 • FAX (713) 861-2107 • TOLL FREE 1(888) 821-1999
THOMAS WHISNANT • LED ACCOUNT EXECUTIVE • 281-714-0301 • THOMAS@SIGNAD.COM

Here is the TXDot rule for spacing of digital boards. We will be in compliance with all state regulations.

Texas Administrative Code

[◀ Prev Rule](#)

[Next Rule ▶](#)

Texas Administrative Code

TITLE 43	TRANSPORTATION
PART 1	TEXAS DEPARTMENT OF TRANSPORTATION
CHAPTER 21	RIGHT OF WAY
SUBCHAPTER I	REGULATION OF SIGNS ALONG INTERSTATE AND PRIMARY HIGHWAYS
DIVISION 2	ELECTRONIC SIGNS
RULE §21.255	Location

- (a) An electronic sign may be located, relocated, or upgraded only along a regulated highway and within:
- (1) the corporate limits of a municipality that allows electronic signs under its sign or zoning ordinance, or
 - (2) within the extraterritorial jurisdiction of a municipality described by paragraph (1) of this subsection that under state law has extended its municipal regulation to include that area.
- (b) Two electronic signs may be located on the same sign structure if each sign face is visible only from a different direction of travel. An electronic sign may not be located within 1,500 feet of another electronic sign on the same highway if facing the same direction of travel or if the sign will be located in a political subdivision that is authorized to exercise control under §21.200 of this subchapter (relating to Local Control), the sign spacing may not violate the minimum spacing requirements of the applicable Texas federal and state agreement.

Source Note: The provisions of this §21.255 adopted to be effective July 1, 2011, 36 TexReg 3509; amended to be effective June 19, 2014, 39 TexReg 4668

2014 June 19 10:57 AM

[HOME](#) [TEXAS REGISTER](#) [TEXAS ADMINISTRATIVE CODE](#) [OPEN MEETINGS](#)

http://www.sos.state.tx.us/.../am/TextPage?i=3&app=0&p_dir=&p_doc=&p_obj=&p_ploc=&p_pg=1&p_tac=&u=43&v=1&ct=21&rl=255 [1/25/2016 10:57:05 AM]



Norma Moreno Garcia
Mayor

Jeff Pynes
Chief Executive Officer
City Manager

January 30, 2017

Mayor Norma Moreno Garcia
Freeport City Council

Gilbert Arispe
Assistant City Manager

In the recent past we embarked to build a comprehensive sports and recreation complex and facility. That concept and ideology faced concerns from within our community and the consolidated concept has stalled and/or failed. There was conversation within the discussions to instead improve what we have where it is instead of the bulk sports complex and consolidated plan.

I spoke with LJA Engineering and selected a proposed first area of improvement to be the soccer and little league football field. We have consulted with the soccer league and the football league with the design concept and integrated their desires for an improved sports area. The map attached defined the concept plan. Also attached are letters from the soccer and football leagues related to their approved and recommendation of the proposed plan.

The project costs are estimated to be the following:

- Engineering, construction documents, bidding and construction management cost are: \$ 147,400.00
- Estimated site/facilities/drainage and civil improvements \$ 3,852,337.00
- Contingency \$ 64,593.00
- Total projected costs \$ 4,064,330.00

Attachments:

1. LJA engineering initial design costs agreement
2. LJA proposed development costs
3. LJA proposed improvement design map
4. Letters of support From Ball Association Presidents

Respectfully,

Jeff Pynes
City Manager



www.freeport.tx.us



9. **INSURANCE.** LJA will maintain insurance coverage for Professional, Comprehensive, General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with legal, and LJA's business requirements. Certificates evidencing such coverage will be provided to Client upon request. For Projects involving construction, Client agrees to require its construction contractor, if any, to include LJA as an additional insured on its policies relating to the Project. LJA's coverages referenced above shall, in such case, be excess over contractor's primary coverage.

10. **PROJECTS WITH MULTIPLE CLIENTS.** When LJA undertakes a Project for multiple Clients: It is understood and agreed that each Client on this Project is jointly and severally liable for payments to LJA for LJA's work under this Agreement and on the Project. If any Client on the Project fails to make timely payment to LJA, and the remaining Clients wish to continue the Project, the remaining Clients will promptly confirm to LJA in writing their wish for LJA to continue the Project and that they are obligating themselves to LJA for the additional (defaulted) portion of the Project. LJA, at its option, may suspend the remaining performance under this Agreement until all past due payments are made, and authorization to proceed and pay from all non-defaulting Clients is received, or continue work on the Project and invoice and collect from the remaining Clients any payment (including damages) of amounts past due and that become due.

11. **HAZARDOUS MATERIALS.** Hazardous materials may exist at a site where there is no reason to believe they could or should be present. LJA and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. LJA agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site that may present a potential danger to the public health, safety or the environment. Client shall execute any manifests or forms in connection with transportation, storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize LJA to execute such documents as Client's agent. Client waives any claim against LJA and agrees to defend, indemnify, and hold LJA harmless from any claim or liability for injury or loss arising from LJA's discovery of unanticipated hazardous materials or suspected hazardous materials.

12. **INDEMNITY.** To the fullest extent permitted by law, LJA shall indemnify and hold harmless Client from and against loss, liability, and damages sustained by Client, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the failure to adhere to the standard of care described in Part IV Paragraph 1 above of LJA, its agents or employees.

To the fullest extent permitted by law, Client shall defend, indemnify, and hold harmless LJA from and against loss, liability, and damages sustained by LJA, its agents, employees, and representatives by reason of claims for injury or death to persons, damages to tangible property, to the extent caused directly by any of the following: (a) any substance, condition, element, or material or any combination of the foregoing (i) produced, emitted or released from the Project or tested by LJA under this Agreement, or (b) operation or management of the Project. Client also agrees to require its construction contractor, if any, to include LJA as an indemnitee under any indemnification obligation to Client.

13. **LIMITATIONS OF LIABILITY.** No employee or agent of LJA shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, LJA's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, LJA's negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the total compensation received by LJA for specific Project assignments. If Client desires a limit of liability greater than that provided above, Client and LJA shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to LJA for assumption of such additional risk.

IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL LJA BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

14. **ACCESS.** Client shall provide LJA safe access to any premises necessary for LJA to provide the Services.

15. **REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by LJA for the specific purpose intended, shall be at the Client's risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when Client provides deliverables in electronic media to another entity. Client agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in hard copy and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of 30 days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is found as a result of this process, LJA shall be advised and the inconsistency shall be corrected at no additional cost to Client. Following the expiration of this 30-day period, Client shall bear all responsibility for the care, custody, and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media, which Client acknowledges to be of only limited duration. Client agrees to defend, indemnify, and hold harmless LJA from all claims, damages, and expenses (including reasonable litigation costs) arising out of such reuse or alteration by Client or others acting through Client.

16. **AMENDMENT.** This Agreement, upon execution by the parties hereto, can be amended only by a written instrument signed by the parties.

17. **ASSIGNMENT.** Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by any party without written permission of each other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

18. **STATUTES OF LIMITATION.** To the fullest extent permitted by law, the parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

19. **DISPUTE RESOLUTION.** The parties shall attempt to settle disputes arising under this Agreement by discussion between the parties senior representatives of management. If any dispute cannot be resolved in this manner, within a reasonable length of time, the parties agree to attempt non-binding mediations or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs including attorney's fees from the other party.

20. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

21. **NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

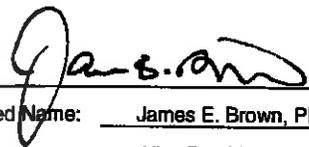
22. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

23. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

APPROVED FOR CITY OF FREEPORT

APPROVED FOR LJA ENGINEERING, INC.

By: _____

By:  _____

Printed Name: _____

Printed Name: James E. Brown, PE

Title: _____

Title: Vice President

Date: _____

Date: 12-23-16



1904 W. Grand Parkway North
Suite 100
Katy, Texas 77449
TBPE No F-1386

Phone 713.953.5200
Fax 713.953.5026
www.ljaengineering.com

December 23, 2016

**PROPOSAL
LJA Planning**

Mr. Jeff Pynes
City Manager
City of Freeport
200 W. 2nd Street
Freeport, TX 77541

Re: Soccer Fields/Football/Recreational Complex Rehabilitation
LJA Proposal No. 16-02230

Dear Mr. Pynes:

LJA Engineering, Inc. (LJA) is pleased to submit this Proposal to provide Planning and Design Services for the proposed soccer recreational complex for The City of Freeport on an approximate 33 acre tract located at Cherry Street at W. 7th Street. The following outlines the services we propose to provide in accordance with the executed Professional Services Agreement (PSA). LJA Engineering is referred to as the Consultant and The City of Freeport is referred to as the Client.

I. SCOPE OF SERVICES

LJA will provide professional design services for a Soccer/Football complex which includes rehabilitation of existing football field and associated components. The elements will include:

1. A combination of from twelve (12) U9/six (6) U10 fields overlaid on three (3) U13+ fields, and two(2) U11/12 fields or potentially other combinations of age groups, to be determined.
2. Rehabilitation of existing football field.
3. A new concession/restroom/storage facility in which the existing sewer and water connections from existing facility are anticipated to be utilized, note that this facility shall be design to include an overhang shade component to accommodate picnic tables.
4. A new restroom facility in which existing sewer and water connections from an existing facility at the current baseball field are anticipated to be utilized.
5. Reconstruction of an existing track in which the existing track is anticipated to be utilized as a structural sub-base.
6. A shade pavillion with picnic tables.
7. Playground equipment.
8. New parking along 7th Street.
9. Potential resurfacing of existing parking lot off 4th Street.
10. Pedestrian connectivity pathway(s) between playing fields, parking and concession/restroom facilities.
11. An aesthetically pleasing perimeter fence with controlled access points.
12. Signage.

In addition, a lighting plan for the sports fields is included in the scope. It is anticipated existing lights for the current baseball field will be utilized and new field design will take into consideration the location of the existing location of these poles. We shall also explore the possibility of whether these existing poles can be fitted with additional light fixtures to illuminate other areas within the southeast portion of the complex. We will investigate if existing wooden poles surrounding football field can also be reutilized. Note that there may be a more economical solution to the illumination of this field and adjacent parking lot than these existing poles.

Basic landscape architectural and irrigation design specifically related to the playing fields and the balance of the park area is included in scope. We anticipate re-contouring of the entire site, specific grading of each field area to assure positive drainage, and potentially the need to bring fill dirt onto site.

Note that several assumptions have been made regarding reuse and/or utilization of existing elements. Once Consultant is engaged to perform requested services these elements shall be investigated and evaluated to determine the feasibility of inclusion into the proposed improvements program. Recommendations shall be made to the Client after this evaluation on the actual physical and economic reality of inclusion of existing elements.

II. BASIC SERVICES – Site Planning/Landscape Architecture/Architecture

A. COORDINATION and DESIGN DEVELOPMENT

Prepare preliminary drawings of the site to meet the approval of the Client which indicates general concepts responding to the site conditions, the program and the budget. Services provided in this phase include:

1. Visit the site to become familiar with the existing features, surrounding area and context.
2. Meet with the client to establish goal and priorities of the site development.
3. Acquire current base file/drawing information as needed.
4. Based on Client meetings prepare Preliminary Design for the soccer/football/recreational complex.
5. Attend Client meetings to coordinate the site development issues. This agreement assumes 2 meetings during this phase (time for additional meetings may be charged to the Client as additional services). Site development components to coordinate may include grading and drainage, including storm sewer design as well.
6. Prepare refined study of the detailing of the design elements and site plan design in terms of size, appearance, configuration of elements and materials options.
7. Attend meeting with the Client to review final design concept.

B. CONSTRUCTION DOCUMENTS

Prepare, from the approved Design Development drawings, final construction drawings which set forth in detail the requirements for construction of the landscape architectural components.

1. Prepare drawings necessary to detail the site development and design elements.
2. Coordinate construction drawings with other consultants and/or contractors as needed (electrical, architect).

3. Attend meetings with the Client and/or authorized representatives to review construction drawing progress. This Agreement assumes 2 meetings during this phase (time for additional meetings may be charged to the Client as additional services).
4. Update construction cost estimate from previous phase based upon final Construction Documents.
5. Review final Construction Documents and cost estimate with the client for approval and authorization to proceed.

III BASIC SERVICES - Civil Site Construction Plans

We will prepare the civil site engineering plans of on-site improvements for the proposed development in accordance with the requirements of the City of Freeport. We anticipate providing civil plans to include the design of the soccer fields (fine grading and drainage), private drive aisles with associated parking and details, and overall drainage of the site. The plans will be reviewed with the Client prior to submitting to the City/County for processing. After reviewing the plans with the Client, we will submit our plans to the appropriate agency for approval. The plans will include the following:

1. **Layout and Dimensional Control Plan:** The plan will provide information to perform construction layout of the soccer fields, parking lot, drives, sidewalks, and other site features.
2. **Grading Plan:** The plan will provide information to perform grading, including the spot elevations for the soccer fields, proposed parking lot, driveways, and sidewalks.
3. **Erosion and Sediment Control Plan:** The plan will be prepared in compliance with the Texas Pollutant Discharge Elimination System ("TPDES") program administered by the Texas Commission on Environmental Quality ("TCEQ"). The plan will include erosion and sediment control measures for use during construction of the project. **Storm Water Quality design is not included or anticipated.**
4. **Drainage Area Map and Computations:** A drainage area map with hydraulic computations will be prepared in accordance with agency requirements.
5. **Dry utility design (gas, power, cable, and telephone) and utility company coordination shall be provided by a Mechanical, Electrical, and Plumbing (MEP) engineer for this development. Based on that MEP's design, we can reflect the locations of dry utilities on the civil plan set.**
6. **Construction Details:** Construction details and any specifications will be referenced on our plans; therefore, separate written specifications and joint layout plans are not included in our scope of services.

A. Coordination Meetings

During the design process, we will attend or conference in for project meetings with the Client and/or other project consultants. We anticipate having two (2) coordination meetings for the duration of the design process.

B. Design Survey

We will perform a topographic survey of the site for the civil site plans. The design survey will include tying existing site features and ground elevations. The design survey will be of a grid format.

The design survey is for design purposes only and is not meant for presentation purposes. The topographic survey used for our design is in a "raw data" type format. We can print the survey, but it is not in a format that can be used for submittal purposes. We will have an overall layout in the civil site plans that shows the topographic survey. Also, the majority of our design layouts will show the topographic survey in the background

IV. BIDDING

Upon receipt of Owner's notice to proceed with the Bidding Phase, Architect, in consultation with Owner, shall do the following:

1. Assist Owner in obtaining bids or negotiated proposals to construct the Project.
2. Upon Owner's solicitation of bids, prepare addenda and clarification documents, interpret Construction Documents, review and evaluate all bids, and assist Owner in awarding and preparing the contracts for construction.

V. CONSTRUCTION

The Construction Phase shall commence with the award of the contract or contracts for construction. During the Construction Phase, Consultant shall do the following:

1. As Owner's representative during the Construction Phase, advise and consult with Owner and Contractor. Owner shall issue all of its instructions to Contractor through the Consultant. Consultant may act on behalf of Owner only to the extent provided in this Agreement.
2. The Consultant shall have a representative available to the Project during the Construction Phase to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents.

VI. ADDITIONAL SERVICES

Services requested of the Consultant by the Client that are not included in Basic Services are considered Additional Services and shall be paid for by the Client. Additional Services shall only be provided if authorized by the Client. Additional Services may include, but are not limited to:

- A. Additional illustrative graphics.
- B. Revisions to approved drawings.
- C. Substantial change in Scope of Services or construction budget.

VII. EXCLUDED SERVICES

Unless specifically identified above as included within Basic Services, the following services will be considered beyond the Scope of the Agreement:

- A. Environmental report including cultural resources, wetlands determination and endangered species determination.
- B. Boundary survey (proposal available upon request).
- C. Existing site engineering and utility base information.
- D. Soil Engineering, geotechnical consultant services or related testing, if required.

- E. Existing or pending municipal permits or approvals and other pertinent information as required during the process.
- F. Review/Approval of project submittals related to the civil on-site construction plans
- G. As-built surveys, Control Staking, or Construction Staking; or Irrigation.
- H. Design of off-site pavement or public utility extensions to serve the tract via plan and profile plan set.
- I. Easement descriptions (other than water meter easements), easement abandonment, consent to encroach agreements, or vacation instruments
- J. Dry utility (gas, power, cable, telephone) design or coordination with utility company. Note: based on the design by the MEP engineer, we can reflect the locations of these utilities on the civil plans.
- K. Separate Plan Set Issues for Pricing, Design Development, or Schematic Development.
- L. Water System Modeling
- M. Storm Water Quality Management Plan for post-construction storm water quality features.
- N. Wetlands analysis, mitigation, or Permitting through USACE.
- O. Structural or Geotechnical investigation, analyses, or design.
- P. Assistance in the acquisition of property or off-site easements.
- Q. Traffic Impact Analysis, design of signalization, or design of TIA recommendations.
- R. Probing or Survey for vertical or horizontal locations of petroleum or gas pipelines.
- S. Revisions required due to amendments/changes in regulatory criteria, design criteria, results of legislation, court decisions, etc. adopted after the date of the proposal, which becomes effective retroactive prior to the date of the proposal.

VIII. COMPENSATION

The Client shall compensate the Consultant as follows:

A. BASIC SERVICES - Site Planning/Landscape Architecture/Architecture

- 1. The Client agrees to pay the Consultant the following lump sum fees for the Basic Design Services. Fees will be billed monthly based on percentage of work complete plus reimbursable costs.

Item	Description	Fee Basis	Fee
A.	Coordination and Design Development	Lump Sum	\$12,200.00
B.	Construction Documents	Lump Sum	\$35,500.00
C.	Bidding	Lump Sum	\$ 2,800.00
D.	Construction Observation	Lump Sum	\$ 4,500.00
TOTAL			\$ 55,000.00

B. BASIC SERVICES – Civil Engineering/Electrical Engineering

1. The Client agrees to pay the Consultant the following lump sum fees for the Basic Design Services. Fees will be billed monthly based on percentage of work complete plus reimbursable costs. We propose to provide you the scope of services described above on a joint lump sum/hourly fee basis as follows:

Item	Description	Fee Basis	Fee
A.	Civil Site Construction Plans	Lump Sum	\$30,000.00
B.	Electrical Construction Documents	Lump Sum	\$35,000.00
C.	Coordination Meetings	Time & Materials	\$ 1,500.00
D.	Design Survey	Lump Sum	\$16,000.00
E.	Construction Observation	Lump Sum	\$ 4,900.00
TOTAL			\$ 87,400.00

Please note that the above fees are based on a smooth project implementation and have assumed no major changes to the scope of services. Fees shown for the T&M (time and materials) or hourly basis elements are for budgeting purposes only. Invoices for T&M or hourly fee basis elements will reflect the actual time incurred, will accrue based on the attached rate table, and may exceed the budget amount shown. Should work outside the above scope of services be required, a separate proposal will be submitted to the Client for approval prior to our beginning the additional services.

1. The following hourly rates shall apply to the fees described herein and any Additional Services requested of the Landscape Architect.
- | | |
|---------------------------------------|-----------|
| a. Principal | \$ 192.00 |
| b. Project Director | \$ 174.00 |
| c. Senior Planner/Landscape Architect | \$ 142.00 |
| d. Project Manager | \$ 119.00 |
| e. Administrative | \$ 55.00 |

C. ADDITIONAL SERVICES

The Client shall pay the Consultant for Additional Services performed including fees and reimbursable expenses. Fees for Additional Services will be included as a separate item on the monthly billing statement.

D. REIMBURSABLE EXPENSES

Reimbursable expenses include mileage, printing, advertising and other directly related costs. All expenses will be billed at cost plus 10%. We estimate that reimbursables will be approximately \$5,000.00.

TOTAL FEE PLUS ESTIMATED REIMBURSABLES **\$147,400.00**

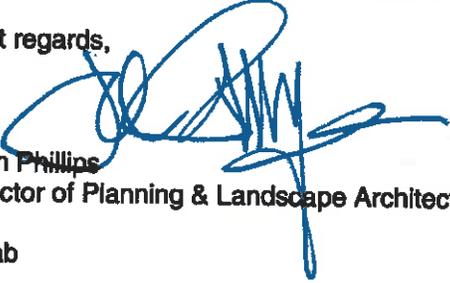
IX. TERMINATION

If the Client should decide to terminate this agreement, he shall give LJA seven (7) days Notice and shall pay for all services rendered to the date of termination.

If this proposal meets with your approval, please execute both copies, returning the "LJA Copy" to our office and keeping the "Client Copy" for your records. Your signature below will be sufficient authorization to commence the stated work.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions, please call me at 713.953.5283.

Best regards,


John Phillips
Director of Planning & Landscape Architecture

JP/ab

Accepted by:
CITY OF FREEPORT, TEXAS.

By: _____

Name: _____

Title: _____

Date: _____

FREEPORT SOCCER COMPLEX- COST ESTIMATE

Reference Date: 1/30/2017

ITEM DESCRIPTION		UNIT	QTY	UNIT COST	TOTAL COST
SITE/FACILITIES IMPROVEMENTS					
1.	GENERAL CONDITIONS	LS	1	\$40,000.00	\$40,000.00
2.	PAYMENT & PERFORMANCE BONDS	LS	1	\$80,000.00	\$80,000.00
3.	DEMOLITION OF EXISTING STRUCTURES	LS	1	\$25,500.00	\$25,500.00
4.	WATER, AND SANITARY UTILITY CONECTIONS AND UPGRADES AT PROPOSED RESTROOMS AND CONCESSION	LS	1	\$8,000.00	\$8,000.00
5.	3-PHASE ELECTRICAL CONDUIT FROM TRANSFORMER TO RESTROOMS/CONCESSION BUILDING	LS	1	\$38,000.00	\$38,000.00
6.	4" WATER METER	LS	1	\$20,000.00	\$20,000.00
7.	LIGHTING AT SPORTS FIELDS 1 AND 2	EA	2	\$150,000.00	\$300,000.00
8.	LIGHTING ADJUSTMENT FIELD 3	LS	1	\$75,000.00	\$75,000.00
9.	LIGHTING ADJUSTMENT FIELD 4. MAINTAIN WOODEN POLES AND REPLACE FIXTURES	LS	1	\$50,000.00	\$50,000.00
10.	LIGHTING AT EXISTING PARKING LOT (MINIMUM OFF-HOURS ILLUMINATION)	LS	1	\$45,000.00	\$45,000.00
11.	CONCESSION BUILDING- APPX 2,000 SF. INCLUDES DUAL SIDED CONCESSIONS, TWO RESTROOMS, WATER FOUNTAINS, SEPARATE FOOTBALL AND SOCCER STORAGE.	LS	1	\$470,000.00	\$470,000.00
12.	RESTROOM- APPX. 600 S.F. WITH DECORATIVE WOOD TRELLIS	LS	1	\$135,000.00	\$135,000.00
13.	SHADE STRUCTURE- OPEN AIR METAL PAVILION (40x80') WITH WOOD TRELLIS, UPGRADED COLUMNS AND HARDSCAPE FEATURES	LS	1	\$188,450.00	\$188,450.00
14.	PLAYGROUND, PLAY EQUIPMENT, EDGING, DRAINAGE, FALL SURFACE & CONCRETE PLAZA ADJOINING PATHWAY	LS	2	\$77,500.00	\$155,000.00
15.	6' PERIMETER CYCLONE FENCE, BLACK POWDER COATED		4,660	\$30.00	\$139,800.00
16.	UPGRADED ENTRY FEATURES - FENCING, COLUMNS, MONUMENTATION	LS	4	\$55,000.00	\$220,000.00
17.	UPGRADED STREET CORNERS- UPGRADED FENCING AND HARDSCAPE ELEMENTS	EA	5	\$16,500.00	\$82,500.00
18.	9' ASPHALT TRACK (UTILIZING EXISTING TRACK AS STRUCTURAL BASE)	LF	1,340	\$46.00	\$61,640.00
19.	10' WIDE CONCRETE PATHWAY	LF	550	\$55.00	\$30,250.00
20.	8' WIDE CONCRETE PATHWAY	LF	465	\$44.00	\$20,460.00
21.	6' WIDE CONCRETE PATHWAY	LF	1,150	\$33.00	\$37,950.00
22.	6' WIDE DECOMPOSED GRANITE PATHWAY	LF	1,920	\$30.00	\$57,600.00
23.	5' SIDEWALK CHERRY ST	LF	970	\$27.50	\$26,675.00
24.	5' SIDEWALK 7TH ST	LF	1,375	\$27.50	\$37,812.50
25.	8' METAL PICNIC TABLE, TO BE SECURED TO CONCRETE PAD UTILIZING APPROVED BOLT METHOD	EA	14	\$4,200.00	\$58,800.00
26.	8' METAL ADA PICNIC TABLE, TO BE SECURED TO CONCRETE PAD UTILIZING APPROVED BOLT METHOD	EA	2	\$4,200.00	\$8,400.00
27.	48" SQAURE BLACK POWDER COATED PICNIC TABLE AT CONCESSION STAND, TO BE SECURED TO CONCRETE PAD UTALIZING APPROVED BOLT METHOD	EA	4	\$4,000.00	\$16,000.00
28.	48" SQAURE BLACK POWDER COATED ADA TABLE AT CONCESSION STAND, TO BE SECURED TO CONCRETE PAD UTALIZING APPROVED BOLT METHOD	EA	2	\$4,000.00	\$8,000.00
29.	6FT BENCH AT PLAYGROUND	EA	4	\$2,000.00	\$8,000.00
30.	BIKE RACK & CONCRETE PAD	EA	4	\$1,000.00	\$4,000.00
31.	TRASH/RECYCLABLES RECEPTACLES	EA	12	\$1,200.00	\$14,400.00
32.	24x8' SOCCER GOAL WITH NET- ALLUMIMUM WHITE POWDER COATED	EA	8	\$2,500.00	\$20,000.00
33.	18.5x6.5' SOCCER GOAL WITH NET- ALLUMIMUM WHITE POWDER COATED	EA	16	\$2,100.00	\$33,600.00
34.	15' PORTABLE ALUMINUM BENCH	EA	16	\$800.00	\$12,800.00
35.	SCORE BOARD AT FOOTBALL / SOCCER FIELD WITH ELECTRICAL CONNECTION	EA	1	\$35,000.00	\$35,000.00
36.	SPORTS FIELD STRIPING (FIELD MARKING PAINT)	EA	4	\$1,250.00	\$5,000.00
37.	FIELD 4 (FOOTBALL / SOCCER) FINE GRADING, HYDRO-SEEDING, AND IRRIGATION. ESTABLISHMENT OF INITIAL TURF COVER PRIOR TO ANY FIELD USE	EA	1	\$55,000.00	\$55,000.00
38.	FIELDS 1, 2 & 3 FINE GRADING AND HYDRO-SEEDING, ESTABLISHMENT OF INITIAL TURF COVER PRIOR TO ANY FIELD USE	SF	240,000	\$0.09	\$21,600.00
39.	LANDSCAPE PLANTING	LS	1	\$80,000.00	\$80,000.00
40.	IRRIGATION CONTROLLER	LS	1	\$14,000.00	\$14,000.00
41.	IRRIGATION AT FIELDS 1, 2, & 3	LS	1	\$105,000.00	\$105,000.00
42.	IRRIGATION NOT INCLUDING SPORTS FIELDS	LS	1	\$75,000.00	\$75,000.00
SUBTOTAL IMPROVEMENTS					\$2,919,237.50
15% CONTINGENCY					\$437,885.63
TOTAL AMOUNT ESTIMATED					\$3,357,123.13

***Notes:**

1. Excludes any security camera design and installation, electrical design or wiring for such devices, any security-related fencing, security Gates or other gate types at entry locations.
2. Landscape related items addresses primarily seeding on non-field areas and a minimal plant materials approach, primarily small plant materials at base of park signage. Cost doesn't account for any tree plantings.
3. Only water fountains on site are located at concession / restroom facility.

FREEPORT SOCCER COMPLEX- COST ESTIMATE

Reference Date: 1/30/2017

ITEM DESCRIPTION		UNIT	QTY	UNIT COST	TOTAL COST
FIELD IMPROVEMENTS					
1.	SPORT FIELDS IMPROVEMENTS (INCLUDES BRING IN FILL FROM AN OFFSITE SOURCE AND COMPACTION, FOR ALL FIELDS), COMPLETE IN PLACE.	CY	16612	\$12.00	\$199,344.00
2.	IMPROVE EXISTING SWALE, COMPLETE IN PLACE	LF	1200	\$3.00	\$3,600.00
SUBTOTAL FIELD IMPROVEMENTS					\$202,944.00
DRAINAGE AND PAVING IMPROVEMENTS					
1.	6" REINFORCED CONCRETE PAVEMENT, COMPLETE IN PLACE	SY	3,515	\$40.00	\$140,600.00
2.	6" STABILIZED SUB-GRADE (MANIPULATION), COMPLETE IN PLACE	SY	3,815	\$2.50	\$9,537.50
3.	HYDRATED LIME FOR STABILIZED SUB-GRADE, (8% BY WEIGHT 39.6 LB / SY) AS REQUIRED BY SOIL CONDITIONS AND APPROVED BY GEOTECHNICAL ENGINEER, COMPLETE IN PLACE	TON	76	\$185.00	\$14,060.00
4.	6" REINFORCED CONCRETE CURB, COMPLETE IN PLACE	LF	1,840	\$3.50	\$6,440.00
5.	PERMANENT TRAFFIC CONTROL DEVICES (INCLUDING ALL TRAFFIC BUTTONS, PAVEMENT STRIPING, STREET SIGNS AND TRAFFIC SIGNS), COMPLETE IN PLACE	LS	1	\$7,000.00	\$7,000.00
6.	TEMPORARY TRAFFIC CONTROL PLAN AT 7TH STREET (TO INCLUDE ALL DEVICES), COMPLETE IN PLACE	LS	1	\$5,000.00	\$5,000.00
7.	REMOVE AND DISPOSED OF EXISTING DRIVEWAY, COMPLETE IN PLACE	LF	400	\$15.00	\$6,000.00
8.	3:1 SLOPE EARTHEN DITCH, COMPLETE IN PLACE	LF	840	\$6.00	\$5,040.00
9.	30" RCP STORM SEWER, ASTM C-76, CLASS III, ALL DEPTHS, COMPLETE IN PLACE	LF	55	\$100.00	\$5,500.00
10.	ADJUST EXISTING MANHOLE RIM, GRATE INLET ELEVATION AS REQUIRED, (TO BE USED ONLY AT THE DIRECTION OF THE ENGINEER), COMPLETE IN PLACE	EA	7	\$500.00	\$3,500.00
11.	INTERNAL FINE GRADING, INCLUDING MANIPULATION AND COMPACTION OF EXISTING AREA TO MAINTAIN POSITIVE DRAINAGE (AREA OUTSIDE OF PLAYING FIELDS), COMPLETE IN PLACE.	LS	1	\$25,000.00	\$25,000.00
SUBTOTAL DRAINAGE AND PAVING IMPROVEMENTS					\$227,677.50
SUBTOTAL IMPROVEMENTS					\$430,621.50
15% CONTINGENCY					\$64,593.23
TOTAL AMOUNT ESTIMATED					\$495,214.73

*Soccer field are raised one foot at the sideline and crowned at the middle. Football field sideline matches natural ground and is crowned in the middle.

TOTAL AMOUNT ESTIMATED FOR SITE/FACILITIES IMPROVEMENTS & CIVIL IMPROVEMENTS

\$3,852,337.85



Norma Moreno Garcia
Mayor

Jeff Pynos
Chief Executive Officer
City Manager

January 11, 2017

Freeport City Council

Gilbert Anspe
Assistant City Manager

Re: Proposed Youth Soccer and Football Facility

Distinguished Mayor and Council,

I Mr. Jose Montoya have reviewed the projected plan layout for the existing youth soccer and football ball facility. I am excited about the project and fully agree with the layout that has been presented.

I and the Freeport Soccer Association are anxious to get this project started for the youth of our community. Your consideration of approval for this project is greatly appreciated by our association.

Sincerely,

Jose Montoya
Freeport Soccer Association
President



www.freeport.tx.us





Norma Moreno Garcia
Mayor

Jeff Pynes
Chief Executive Officer
City Manager

January 11, 2017

Freeport City Council

Gilbert Auspa
Assistant City Manager

Re: Proposed Youth Soccer and Football Facility

Distinguished Mayor and Council,

I Mrs. Shenay White have reviewed the projected plan layout for the existing youth soccer and football ball facility. I am excited about the project and fully agree with the layout that has been presented.

I and the Freeport Youth Football Association are anxious to get this project started for the youth of our community. Your consideration of approval for this project is greatly appreciated by our association.

Sincerely,

Shenay White
Freeport Youth Football Association
President



Exhibit "A"

Scope of Services

Under contract to the **Freeport Economic Development Corporation (FEDC)**, and in partnership with the City of Freeport and Port Freeport, prime consultant Kendig Keast Collaborative (KKC) will provide professional urban planning services to prepare a **Strategic Community Plan** for guiding the long-range development, redevelopment and enhancement of the city. KKC will be assisted in this effort by three subconsultants on our consultant team ("Team"):

- (1) **Marsh Darcy Partners**, who will provide support for the economic development, redevelopment and community revitalization aspects of the planning effort;
- (2) **ARKK Engineers**, who will provide support for the municipal infrastructure aspects of the planning effort; and
- (3) **Epic Transportation Group**, who will provide support for the transportation planning and traffic engineering aspects of the planning effort.

Our Team's project involvement and facilitation will be carried out according to this Scope of Services and contingent upon the Support Services of the Client outlined in Exhibit "B" to the Professional Services Agreement to make the best use of the available consultant budget. FEDC's Project Director will manage the overall process and direct the Team in performing the project services. The Team will build upon and coordinate with other recent and concurrent planning efforts and studies to complete these tasks. The Team will coordinate with other agencies and entities, as appropriate, in conjunction with FEDC, the City and the Port.

As indicated below under Project / Client Coordination, KKC will coordinate with FEDC to establish a detailed and feasible project schedule for the execution and completion of this Scope of Services. The intent is to work toward official consideration of a final proposed plan within **12 months**, from the date KKC receives Notice to Proceed from FEDC. KKC will coordinate with FEDC officials and staff to meet this timeline. This will require steady progress on the tasks in this Scope of Services; timely receipt of necessary data and information and other input; and prompt review and feedback on the Team's interim and final work products. It is also noted that the extent, scheduling and completion of public hearings and final plan adoption are a client prerogative and not under our Team's control. Additionally, the final phase of this work program outlines post-adoption support activities that will continue, at a less intensive level of Team involvement, during the 12 months after plan adoption.

Additional or Continuing Services

During the course of or at the conclusion of the project, FEDC may deem it necessary to schedule more meetings, request further background or issues research, or otherwise engage consultant personnel in additional work efforts not anticipated at project initiation and through the Scope of Services currently outlined. Any such additional services shall be specifically authorized by FEDC and documented through a written amendment to the Scope of Services and approval of a corresponding increase in the compensation amount—and, if necessary, the time of performance—of the original professional services agreement.

PROJECT / CLIENT COORDINATION

KKC will complete project management activities in coordination with FEDC's Project Director to ensure schedule adherence, cost control and quality assurance. These activities will include:

- Monthly submittal of written **progress reports** in conjunction with each monthly invoice. These reports will describe the project status and document significant work accomplished and activities scheduled for the next progress report period, as well as noting any difficulties encountered and steps taken to address them.
- Preparation and maintenance throughout the project of a **detailed project schedule**, including due dates for all deliverables, anticipated meeting dates, plus specified review/comment timeframes to ensure adequate time for client review/approval of deliverables. The schedule will be set during the Project Start-Up phase below.
- Frequent **communication and coordination with FEDC's Project Director** by email, phone, and written correspondence, as appropriate.

PROJECT START-UP

Project Kick-Off Meeting

KKC will complete a project kick-off meeting with FEDC representatives (following receipt of written Notice to Proceed from FEDC), to recap the Scope of Services, flesh out a detailed schedule, coordinate on data/information needs, and cover other project logistics. Then, on each scheduled visit to the community, KKC will meet with FEDC representatives as needed for project planning discussions and/or in-depth work sessions on particular plan topics.

Compilation of Information Resources

KKC will coordinate with FEDC staff to identify and acquire available data, mapping and other information resources for the planning effort, from local and other sources. KKC will provide FEDC staff a checklist of typical resource items for a community planning effort, including other recent and/or concurrent plans and studies, and any other policy processes or documents that aid community decision-making. KKC will then coordinate with staff to determine which items will be available for the project. KKC will also coordinate with FEDC staff to identify key project contacts and relevant agencies and entities.

Coordination of Community and Leadership Engagement Strategy

KKC will coordinate with FEDC staff to plan and facilitate a series of outreach activities intended to engage the community's public and private leadership, as well as residents, business owners, property owners, local organizations and others interested in setting strategic priorities for the community's future. Specific outreach activities are itemized within each phase of this Scope of Services, under the heading Engagement Activities. Necessary coordination with other external agencies and organizations will also be initiated early on and throughout the process, as appropriate. Throughout the plan development process and in coordination with FEDC staff, KKC will help to identify project-related items to be posted on the FEDC website by staff for public information purposes (e.g., upcoming public events, interim draft plan content, etc.).

PHASE 1 – THE EXISTING CITY

The Team will compile and assess a base of information on the existing conditions and outlook for Freeport, focusing especially on key influences that will shape the community's future. This will provide background and assumptions to support needs assessment and long-range and strategic planning decisions throughout the planning process. Through its own background study plus discussions with local officials, staff, residents and other stakeholders, the Team will:

1. Itemize key opportunities, challenges, issues and needs facing the community, using indicator data from local sources, the U.S. Census Bureau and other readily available sources to provide further context.
2. Consider relevant regional trends, plans and projects that will influence the community over the 20-year planning horizon.
3. Identify action items from previous local plans/studies or initiatives that were successfully accomplished, remain to be completed, or are not likely to be pursued due to changed priorities, resource limitations or other factors.
4. Further assess:
 - The area's physical characteristics and context, including locations of valued natural, historical and cultural assets.
 - Existing land use and development patterns and associated economic and real estate market factors.
 - Existing housing market conditions and housing stock status in terms of availability, variety and affordability relative to the housing needs of current and prospective residents.
 - Existing water, wastewater and storm drainage systems (general condition and capacity, any significant service issues or deficiencies, anticipated needs, etc.) and specific improvements already planned and/or programmed. *(For general community planning purposes, this information will be derived from available resource documents and interactions with local staff and other pertinent contacts and will not involve any new technical analysis.)*
 - Existing transportation system, associated traffic and safety conditions, and specific improvements already planned and/or programmed. *(For general community planning purposes, this information will be derived from available resource documents and interactions with local staff and other pertinent contacts and will not involve any new technical analysis.)*
 - Existing parks and recreation assets and specific improvements already planned and/or programmed.
 - Existing development policies and regulations, annexation history and status, and other factors that influence community form and character and provide opportunities for or constraints to future development and redevelopment.

Engagement Activities

1. Facilitate an initial, informal **Issues and Needs Joint Workshop** involving the FEDC Board, Freeport City Council and Planning Commission, and Port Freeport Commission members.

The workshop purpose is partly orientation to the community planning process, but especially to obtain early leadership input and set direction and priorities for the planning effort.

2. Coordinate with FEDC staff to arrange and conduct a series of up to six informal, one-hour **focus group sessions**. Some sessions may be targeted to stakeholders associated with a particular plan focus (e.g., economic development, parks and recreation, etc.) or a certain demographic (e.g., high school age youth, seniors) while other sessions could involve a mix of residents, business and property owners, public officials, developers/builders/realtors, representatives of community organizations, and others as identified by local officials and staff to discuss their hopes, concerns and priorities for the community's future. Each session should involve no more than 12-15 persons to ensure effective dialogue. KKC will coordinate with FEDC staff to determine the best timing for these sessions within the Existing City phase, in conjunction with scheduled trips for other project meetings and activities (with some sessions possibly scheduled in the breakfast or lunch timeframe or during late afternoon, along with evening time slots, to accommodate the availability of different target attendees).
3. Coordinate with FEDC staff to arrange and facilitate a community-wide **Town Hall Meeting on Freeport's Future**. This evening event is intended for broad public participation to obtain early input to the planning process from residents and other stakeholders.
4. Conduct two **Strategic Plan Advisory Committee work sessions** during the Existing City phase. The Team will use each extended workshop meeting with the committee (typically two hours minimum on a weekday evening) to present and discuss interim draft materials for the planning effort. The committee will be charged with reviewing the draft materials and entering into discussion and debate on all plan assumptions, themes and concepts, and an eventual community action agenda during the Future City phase.

The Team will advise FEDC staff on considerations for the structure and formation of an advisory committee, but the committee generally should be comprised of no more than 20 individuals, including liaison representatives of the FEDC Board, City Council, Planning Commission, and Port Commission. Along with geographic representation from across the community, the committee composition should reflect local interests relevant to the plan effort and topics. Rather than serving on the committee, representatives of various other agencies and organizations can be invited to attend as relevant topics are considered at particular meetings.

Deliverable

- **The Existing City Report**, which will highlight key planning considerations emerging from the Team's initial background studies and leadership and community involvement activities. The report will include up to 50 pages of final content (plus supplemental appendix detail, as appropriate), and will incorporate maps, graphics or other visual elements that help to illustrate findings while streamlining the extent of body text.

PHASE 2 – PLAN DIRECTION AND ASSUMPTIONS

Through this transition phase, the Team will highlight its findings about the Existing City to set the stage for the Future City phase. This will involve:

- Itemizing a core set of **assumptions** on which the strategic community plan will be based;
- Highlighting the **key opportunities and challenges** the community will face in the years ahead, which the plan must address; and
- Drafting a series of **guiding principles** for the plan that will be refined through the Future City phase.

Engagement Activities

1. Provide an overview of The Existing City Report and seek feedback on the draft Plan Direction and Outline memorandum through a **second joint workshop** involving the FEDC Board, Freeport City Council and Planning Commission, and Port Freeport Commission members (with Advisory Committee members invited to attend). Based on the workshop results, the Team will then finalize the memorandum with FEDC staff before work proceeds on the Future City phase.

Deliverable

- **Plan Direction and Outline** memorandum, which summarizes the assumptions, key opportunities and challenges, and guiding principles resulting from the Existing City phase, and provides a working outline of the strategic community plan document to guide work efforts during the Future City phase.

PHASE 3 – THE FUTURE CITY

The Team will prepare the Future City portion of the plan through this phase, based on the outline finalized at the end of the Plan Direction and Assumptions phase plus further interaction with City officials, staff, residents and other stakeholders during this phase. The Future City portion will focus on key planning issues and considerations, further refined guiding principles and associated community goals, and a series of specific action items in five categories:

- (1) capital improvements;
- (2) programs and initiatives;
- (3) development regulations and standards;
- (4) partnerships (public/public, public/ private, etc.); and
- (5) more targeted plans/studies that may be necessary to ensure effective action, recruit partners, establish eligibility for grants or other external funding, and to focus on particular sub-areas of the community in follow-up to the community-wide plan.

Key considerations for the Future City phase will include:

- The long-range development outlook for the community, and identification of areas available, most suitable and preferred for new growth and targeted reinvestment (taking

into account potential constraints such as floodplains and other environmental factors, existing land use and property ownership patterns, the transportation network, infrastructure and public service capacities and availability, etc.).

- Strategies for overcoming any identified barriers to local housing development whether in terms of price, variety or quality, as well as associated neighborhood conditions that can support or hinder residential redevelopment potential.
- Strategies for strengthening the community's economic base and tax base.
- The general capacity outlook for the community's water, wastewater and storm drainage systems, and planning-level improvement needs based on projected growth and potential redevelopment activity. *(For general community planning purposes, this information will be derived from available resource documents and interactions with City staff and other pertinent contacts and will not involve any new technical analysis.)*
- Orderly improvement of the area transportation system, with special attention to: (1) ways to manage Port-related truck traffic within the community, (2) ongoing consideration of the eventual rehabilitation or replacement of the FM 1495 bridge over the old Brazos River by the Texas Department of Transportation, and (3) a potential new rail link to Freeport from west of the Brazos River. *(For general community planning purposes, this information will be derived from available resource documents and interactions with City staff and other pertinent contacts and will not involve any new technical analysis.)*
- Priorities for enhancing the community's park and recreation facilities and healthy living opportunities for residents, including consideration of parkland acreage needs, geographic deficiencies relative to location of population, and priority improvement needs.
- **OPTIONAL ACTIVITY:** Rather than just a section within the Strategic Community Plan, KKC would prepare a **full Parks and Recreation Master Plan**, or update a previous plan version. This would better position the community to be competitive for grants available through various Texas Parks and Wildlife Department (TPWD) programs, which enable the local acquisition and/or development of public recreation areas and facilities. TPWD does not require applicants to have a jurisdiction-wide master plan to be eligible for its grant programs. However, an applicant may gain additional points in the TPWD scoring system when the proposed project advances priorities identified in a locally-adopted master plan that is found "acceptable" by TPWD. The added points are valuable given a highly competitive statewide grant process. A full master plan effort would enable satisfaction of all the plan content and procedural requirements specified in TPWD's *Master Plan Guidelines* to yield an acceptable plan. The new Parks and Recreation Master Plan could be adopted in conjunction with and be considered a key supplemental document to the overall Strategic Community Plan.

The Team will also prepare a new Future Land Use and Character map that visually depicts the community's general growth and development pattern for the years ahead, thereby providing essential public policy support for the City's associated development regulations and other growth guidance tools and activities.

Engagement Activities

1. Conduct **three Strategic Plan Advisory Committee work sessions** during Phase 3 to present and discuss interim draft Future City materials.

Deliverable

- **Draft Future City portion** of the Strategic Community Plan, as developed incrementally through the Advisory Committee process during Phase 3.

PHASE 4 – IMPLEMENTATION

The Team will compile from the draft Future City content those potential action items that are near-term and strategic in nature so they may be addressed in more detail in the Implementation portion of Future City and prioritized through the final joint workshop in this phase. The Implementation portion also will:

1. Clarify the implementation roles of the FEDC Board, City Council and Planning Commission, Port Commission and respective staff.
2. Highlight opportunities for the community to coordinate its implementation efforts with other key agencies and entities, with other jurisdictions as appropriate, and with other private and non-profit partners.
3. Spell out essential procedures for monitoring implementation efforts and reporting progress on key action priorities annually, and for completing future plan reviews and updates at appropriate milestones.

Engagement Activities

1. Facilitate a **third joint workshop** involving the FEDC Board, Freeport City Council and Planning Commission, and Port Freeport Commission members (with Advisory Committee members invited to attend) to provide an overview of the overall draft plan, build consensus on near-term action priorities and discuss related implementation tools and logistics.
2. Coordinate with FEDC staff to arrange and host a **public open house** period immediately prior to and in the same location as the third joint workshop above (e.g., open house period starting at 5:30 p.m. and joint workshop starting at 7:00 p.m.). The intent is to provide an informal setting in which attendees can view displays, hear an overview presentation and visit with consultant personnel and local officials and staff regarding the community's emerging proposed plan. Community input and feedback will also be obtained on the potential near-term action priorities to be covered in the joint workshop.

Deliverable

- **Implementation** portion to add to the overall draft Strategic Community Plan package (with the entire package to be distributed by FEDC staff to joint workshop participants ahead of the workshop).

PHASE 5 – PLAN FINALIZATION AND ADOPTION

Following the final joint workshop in the Implementation phase, the Team will coordinate with FEDC staff to compile a revised Hearing Draft version of the Strategic Community Plan for public hearing and official consideration. Then, following plan adoption by City Council, the Team will produce the final as-adopted version of the plan document, reflecting all further adjustments made through final review and deliberation.

- **OPTIONAL ACTIVITY:** KKC would design an attractive **plan summary pamphlet** for the new Strategic Community Plan (up to 16 pages in length), created in an electronic desktop publishing format for visual appeal and quality printing as these publications also often serve as a valuable economic development and profile-raising piece for the community. The pamphlet would include a highly readable summary of the plan highlights along with tables, charts, illustrations and maps. In particular, the pamphlet would highlight key action steps to be pursued in the years ahead in accordance with the plan. KKC would coordinate with FEDC staff to integrate any specific ideas into the layout and design, leading to a digital proof for review by staff prior to KKC submitting all final revised files for production by FEDC through its selected print shop.

Engagement Activities

1. In coordination with FEDC and City staff, present highlights of the final proposed plan at a **joint public hearing before the FEDC Board and the City Planning Commission**, and assist in responding to public comments and questions, as appropriate. Then proceed into a **joint workshop** with both bodies, immediately after the hearing, to identify any revisions the Board or Commission may suggest before making a recommendation of plan adoption to City Council.
2. In coordination with FEDC and City staff, present highlights of the final recommended plan at a **public hearing before City Council**, and assist in responding to public comments and questions, as appropriate before Council considers plan adoption.

Deliverables

- **Hearing Draft version of the final proposed Strategic Community Plan**, in PDF format, for printing, distribution and website posting by FEDC staff prior to the public hearing phase.
- **Compilation of further potential revisions to the Hearing Draft version**, prior to the City Council public hearing, to highlight any further plan adjustments recommended to Council by the FEDC Board or Planning Commission as part of their recommendation of adoption.
- **One printed full-color master original of the final adopted plan**, including all maps and illustrations (provided in a binder for ease of reference and updating, typically with up to 100 pages of final adopted content plus supplemental appendix detail as appropriate).
- **Electronic files** for all elements of the final plan document and The Existing City Report (in their native format in Microsoft Office Suite and/or Adobe InDesign, and as Adobe PDFs, and with all GIS/map-related files in ESRI-compatible formats).

PHASE 6 – PLAN IMPLEMENTATION SUPPORT AND LOGISTICS

Following final plan adoption, the Team will turn to coordination with FEDC and City staff on the logistics of early and ongoing plan implementation activities, focusing on:

- Clarifying **specific task assignments and realistic timeframes** for various City departments/functions and FEDC staff who have plan implementation responsibilities.
- In conjunction with FEDC staff and City management, offering procedural recommendations for ensuring that priority initiatives from the Strategic Community Plan are factored into the next **annual budgeting** processes of both the City and Corporation.
- Itemizing and sequencing next steps for accomplishing priority content updates and process adjustments involving the City's **development regulations**. This will be based on the results of a KKC critique of the current development ordinances and subsequent guidance as to which recommendations the City determines most important to pursue first. Through its evaluation, KKC will assess the potential effectiveness of the City's current development regulations and standards relative to goals and action items in the Strategic Community Plan that will require regulation to implement. KKC will present summary findings and recommend substantive and procedural changes to current regulations and practices to ensure consistency between plan and ordinances, and to increase the likelihood of achieving desired outcomes expressed in the plan.
- Identifying key **partnerships** to be pursued or strengthened (with other key public agencies and entities and with other private and non-profit partners) and itemizing and sequencing necessary next steps to advance particular plan initiatives in this way.
- Itemizing and sequencing the steps involved in carrying out the **plan implementation tracking and periodic reporting** activities described in the plan.
- **OPTIONAL ACTIVITY:** In conjunction with City public works and engineering personnel, translating more general action items in the Strategic Community Plan into specific potential **Capital Improvements Program (CIP)** projects that will require further definition, costing, evaluation and prioritization relative to all potential projects.
- **OPTIONAL ACTIVITY:** If **new or updated master plans** are needed for the City's water, wastewater and/or storm drainage systems, providing support on the scope for such plan updates in terms of necessary tasks, data and technical analyses.
- **OPTIONAL ACTIVITY:** Providing support to identify **external funding opportunities** and/or navigate the logistics of **new or expanded local public financing mechanisms** for funding priority plan implementation initiatives.

The Team will complete these post-adoption activities while working toward an initial **six-month milestone point** for reporting back to the FEDC Board, Freeport City Council and Port Freeport Board—in another joint workshop setting—on early implementation progress, organizational and logistical steps already taken, and priorities activities for the next six months.

At this point, the Team's hands-on involvement will taper off until, at approximately 11 months after plan adoption, Team leaders will re-engage with FEDC and City staff to prepare for a first

annual plan implementation review and “report card” process. This will culminate in another joint workshop with FEDC, City and Port officials and staff—on a date to be determined approximately one year after plan adoption—to celebrate achievements to date, consider any implementation obstacles or difficulties encountered, and revisit near-term action priorities in light of any new or emerging issues or changed circumstances before proceeding with Year 2 implementation efforts.

Engagement Activities

1. Conducting up to **three work sessions with FEDC and City staff** during the first six months after plan adoption to coordinate on and advance the task activities itemized above.
2. At approximately six months after plan adoption, facilitate a **joint workshop** with representatives of FEDC, the City and Port Freeport for a briefing and discussion of early plan implementation efforts.
3. At approximately one year after plan adoption, facilitate a **joint workshop** with representatives of FEDC, the City and Port Freeport for presentation of the first annual Plan Implementation Report Card and discussion of Year 2 and ongoing plan implementation priorities and considerations.

Deliverables

- **Agendas and support materials/handouts** for, and **brief recap memoranda** after, each work session with FEDC and City staff.
- **Summary memorandum**, separate from the plan document, outlining the findings and recommendations of the development regulations evaluation (typically 10-20 pages depending on the extent of issues to be addressed).
- **Checklists and timelines** for carrying out the plan implementation tracking and periodic reporting activities described in the plan, along with a **list of criteria for re-evaluating the plan** at appropriate milestone points so that interim update needs may be identified and assigned.
- **Plan Implementation Report Card**, compiled in a concise brochure format for public distribution and use as a public relations piece to highlight community progress, achievements and ongoing efforts in Freeport (and designed for potential re-use for ongoing annual or periodic updates). KKC will coordinate with FEDC and City staff to integrate any specific ideas into the layout and design, leading to a digital proof for review by staff prior to KKC submitting all final revised electronic files for production by FEDC through its selected print shop.

APPROACH TO DELIVERABLES

Draft Deliverables. The Team will provide draft deliverables through each phase of the project. These deliverables will facilitate workshop meetings, periodic releases of information to the media and public, and the orderly completion of the project. All such interim deliverables will be provided to FEDC in Adobe PDF format for ease of file transfer and reproduction and distribution. The PDF versions are also suitable for website posting. Graphics will be produced in

color (unless they are black-and-white line sketches) in a format suitable for display during meetings and at public events/hearings.

Consolidated Review and Revision. Whenever the Team submits draft deliverables, it will be the responsibility of the FEDC's Project Director to coordinate, compile and forward to the Team in a consolidated manner all review comments on and requested/suggested revisions to such deliverables. As part of each review phase, guidance from the Project Director should be included, as needed, on whether and how the Team should address certain comments which may be for information only (e.g., comments from outside reviewers) versus those involving specific, client-recommended revisions.

The project budget assumes original drafting of each deliverable and one consolidated revision round upon receipt of compiled comments from FEDC's Project Director. Only minor revisions will be made following plan adoption to produce the final as-adopted plan version. Extensive substantive revisions that arise at the final adoption phase may require additional services depending on their nature and the budget status at that final stage of the project.

PROJECT COST

Below are the costs for each task outlined in the above Scope of Services, inclusive of all associated labor and direct expense costs plus professional fee.

Project / Client Coordination	\$10,400
Project Start-Up	\$11,800
› Kick-off Meeting (TRIP 1)	
PHASE 1 – The Existing City*	\$53,500
› Joint Workshop 1 (TRIP 2)	
› Focus Groups (TRIPS 2-3)	
› Town Hall Meeting (TRIP 3)	
› Advisory Committee Meetings 1-2 (TRIPS 4-5)	
PHASE 2 – Plan Direction and Assumptions	\$17,200
› Joint Workshop 2 (TRIP 6)	
PHASE 3 – The Future City	\$57,850
› Advisory Committee Meetings 3-5 (TRIPS 7-9)	
PHASE 4 – Implementation	\$21,450
› Joint Workshop 2 (TRIP 10)	
› Public Open House (TRIP 10)	
PHASE 5 – Plan Finalization and Adoption	\$12,400
› Joint Public Hearing (TRIP 11)	
› City Council Public Hearing (TRIP 12)	
PHASE 6 – Plan Implementation Support and Logistics	\$30,400
› Work Sessions with Staff (TRIPS 13-15)	
› Joint Workshop after 6 Months (TRIP 16)	
› Joint Workshop after 1 Year (TRIP 17)	
TOTAL	\$215,000

OPTIONAL ACTIVITIES within Scope of Services

Requiring further clarification of expectations and level of effort

Full Parks and Recreation Master Plan	\$30,000-\$40,000
Plan Summary Pamphlet	\$3,500-\$5,000
Capital Improvements Program Inputs	To Be Determined
Scoping of Utility Master Plans	TBD
External / Local Funding Options and Logistics	TBD

Budget Allocation

Kendig Keast Collaborative	\$130,000
Marsh Darcy Partners	\$35,000
ARKK Engineers	\$30,000
Epic Transportation Group	\$20,000
TOTAL	\$215,000

Exhibit "B" Support Services of Client

The Freeport Economic Development Corporation ("Client") will provide administrative and technical support services to assist Kendig Keast Collaborative ("Consultant") in performing the Scope of Services described in Exhibit "A." The support services to be provided by the Client will include the following types of general services and specific tasks for the work program:

- Identify a single individual as the Client's Project Director, who will serve as a primary point of contact and source of day-to-day work program direction for this collaborative effort involving both Client and Consultant personnel, resources and capabilities.
- Provide all data, maps, aerial imagery, previous reports/plans/studies and other information that is available to the Client in digital or printed format and is pertinent and necessary for development of each deliverable. *Prompt compilation and delivery of such resource materials to the Consultant is an essential prerequisite for initiation of work and timely progress on various initial study tasks.* The Client will reproduce all hard-copy materials, to the extent feasible, such that they will not require return upon project completion. Digital files are preferred whenever available.
- Immediately upon project initiation, the Client's Project Director will coordinate with the Consultant to transfer spatial data and mapping that the Client can make available for the project, including data sets and GIS coverages already developed/maintained by the Client for its entire planning area or readily available to the Client from other sources. (The Consultant will also accept AutoCAD layers, as useful and appropriate, although GIS is preferred.) *Delay in transferring this data to the Consultant may compromise the overall work program and the schedule of deliverables. Availability of a workable base map and dataset is an essential prerequisite for initiation of work and timely progress on various initial tasks.*
- Ensure that key Client personnel, board/commission members and elected officials will participate as needed in the process and be available upon request, through arrangements made by the Client's Project Director, to provide information and referrals and offer opinions, insights and suggestions that are necessary for the project. This will include potential formal or informal meetings and briefings with local officials as specified in Exhibit "A," Scope of Services.
- Assist the Consultant in establishing contacts with agencies and organizations for data collection and coordination purposes, except where the Consultant is already known to and has communicated with an agency or organization through previous projects. Based on our experience, it is helpful for Client staff to make such entities aware of the project and provide a "heads up" in advance of potential Consultant contacts so the agency or organization recognizes that the Consultant is engaged in a Client-sponsored project that will benefit from their input and support.
- Reproduce and forward each draft project deliverable submitted by the Consultant to advisory committee members (or to designated board/commission members in lieu of an advisory committee), key Client staff members and other project participants as appropriate. An item should be added to FEDC Board agendas throughout the duration of the project,

at appropriate milestone points, to provide ongoing discussion opportunities and to allow for overall direction of the process. Client staff will be responsible for providing briefings to local officials at regular intervals throughout the process, in addition to any Consultant briefings specified in Exhibit "A," Scope of Services.

- Conduct public information activities in conjunction with major public meetings/events and other fitting project milestones. The Client will be responsible for news media contacts, preparation and distribution of news releases and any other public information materials, and posting of meeting notices and project information and updates on the Client's website.
- Use the Client's website to disseminate information and inform, update and educate the public about the ongoing project. The Consultant will provide already-completed documents or GIS maps in an Adobe PDF format, which can be easily posted on the Client's website.
- Provide three-ring binders with tabs for all advisory committee members, involved officials and staff, and others as needed for purposes of organizing and maintaining project materials throughout the process. The Consultant will be responsible for presentations and preparation of necessary graphic aids for all meetings. The Consultant will provide one reproducible original of notebook materials for reproduction and distribution by the Client.
- Arrange and provide use of public meeting facilities for each scheduled public involvement event and meeting identified in Exhibit "A," Scope of Services, including adequate setup for presentations (PowerPoint projector, sound system, screen or white wall, reduced lighting, extension cords and multi-plug power strips, easels with flip pads and markers, etc.). The Client's support services will include providing public and news media notification of public meetings, preparing sign-in sheets, producing/ mailing/distributing notices, reproducing agendas and other handout materials, and providing refreshments. The Consultant will be responsible for presentations and preparation of necessary graphic aids for all meetings. The Client will also be responsible for inviting local officials and representatives of other key agencies and community organizations to attend public meetings related to the process.
- Commit the necessary resources to prepare adequately for, promote citizen participation in, and ensure media coverage of key community involvement events. The Client might consider inviting other community organizations to co-sponsor or "co-host" such key events and provide further logistical support. The Client's responsibilities will include securing a meeting location with adequate setup and seating for large gatherings and presentations (PowerPoint projector, sound system, screen or white wall, reduced lighting, extension cords and multi-plug power strips, flip pads and markers, etc.), distributing promotional posters and/or flyers, distributing any other public information materials, publicizing the event through informal networks and "word of mouth" means, encouraging major businesses and institutions to highlight the event on high-profile marquee signs and message boards (as appropriate), making arrangements for snacks/beverages and "warm-up" entertainment (as appropriate, such as a local school choir), providing greeters and Client staff or volunteers to staff a sign-in table, assigning Client staff to assist Consultant personnel during any planned break-out sessions, arranging for local officials to welcome attendees and provide brief opening remarks, inviting any guest speakers as needed, arranging one or more door prizes to encourage attendees to stay for the entire event (as appropriate), and reproducing a program/agenda for the event. The Consultant will provide a checklist and other guidance

and sample materials based on its experience in conducting and facilitating many similar events in other communities.

- Consider and act on all deliverables and other interim work items submitted by the Consultant that require Client review, comments or approval within a reasonable period of time so as to enable the Consultant to complete the work on schedule. Specific timeframes for such Client response will be incorporated into the detailed project schedule cited in Exhibit "A," Scope of Services. *Any delays encountered by the Consultant during the project, which are beyond the Consultant's control, will be documented in the monthly progress reports and may delay the delivery of work products and/or the original anticipated completion date of the project.*
- Provide the Consultant written summaries, and copies of any handouts/materials, from all project-related meetings not attended by the Consultant.
- Provide such public notice of meetings and hearings as is required by law or deemed desirable by the Client.

PROPERTY MANAGEMENT

MEMO

July 7, 2016

Jeff Pynes:

Please place the following item on the City Council agenda for consideration:

Discuss / consider closing, abandoning and/or the sale of Ash Street right-of-way on West 9th Street , Windsor Terrace sub-division, between lot 18, Block 3 (zoned R2) and lot 1, block 4 (zoned R3).

The Port is exchanging Mr Epifanio Marquez property on 303 East 6th for property on lot 1, block 4, Windsor Terrace sub-division and he is interested in acquiring a portion of the un-opened Ash Street right of way.

The Ash Street right of way abuts the western boundary of lot 1 block 4 of the Windsor Terrace subdivision (Mr Marquez property) which would entitle him to purchase one half (1/2) of the right of way abutting his property.

A decision of the Council as to whether or not to sell is necessary prior to any further action.

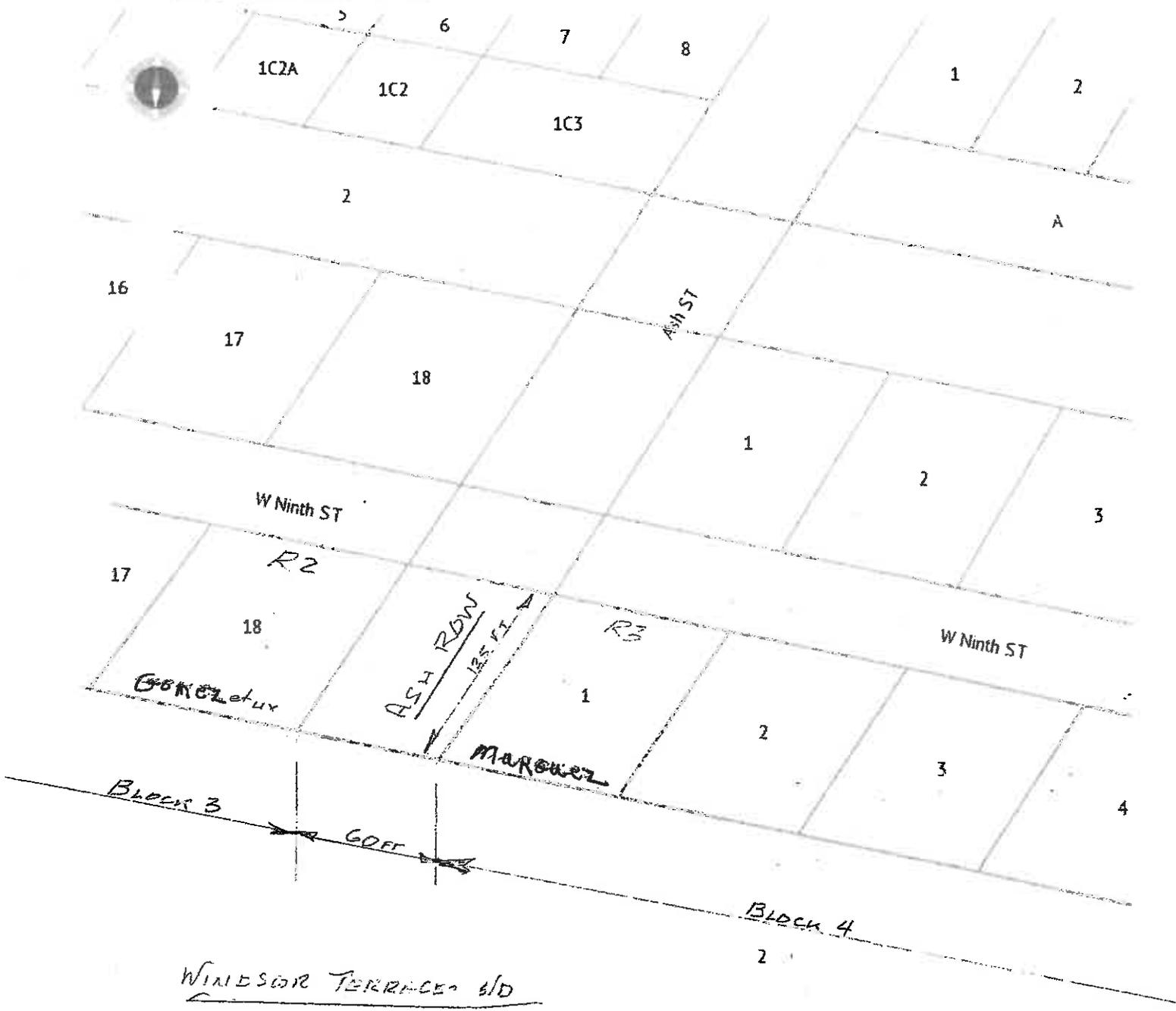

Nat
Property

CONNECT EXPLORER



map: Mosaic 01/17/2015 - 02/26/2015 Select Date

CONNECTEXPLORER



© 2016 Pictometry

map: Auto 02/02/2015 Select Date image 1 of 11

ERIBANIO MARRUEZ



200 West 2nd Street • Freeport, TX 77541-5773
 (979) 233-3526 • Fax: (979) 233-8867 • www.freeport.tx.us

PROPERTY MANAGEMENT

August 11, 2016

Mr Epifanio Marquez, Sr.
 303 East 6th Street
 Freeport Tx 77541

RECEIVED

AUG 13 2016

PROPERTY MGMT

re: Ash Street Right-of-way

Dear Mr Marquez:

Recently you made a request to close, abandon and sell that portion of Ash Street between property you will own, Block 4, Lot 1, known as 323 Windsor Terrace Subdivision, and Block 3, Lot 18, known as 403 West 9th Street.

Inasmuch as you will own lot 1, block 4 abutting this right of way, you are entitled to acquire 1/2, if you so desire, of the right of way which is 30 x 120 feet, at the appraised value of the property.

An independent appraisal of the property on/about August 10, 2016, determined the total value of the property to be \$5,600.00 plus appraisal, deed preparation and filing costs of \$276.00 for a total cost of \$5,876.00. Your total cost for 1/2 of this right of way would be \$2,938.00.

Would you indicate below on one copy of this letter, and return same in the self addressed stamped envelope, whether or not you would be interested in acquiring that 1/2 right of way abutting your property at the above stated value.

N. C. Hickey
 NC Hickey
 Property Manager

- Yes, I would be interest acquiring.
- No, not interest in acquiring.

Signed Epifanio D. Marquez date 8/18/16
 Signed _____ date _____

encl
 /s



PROPERTY MANAGEMENT

September 1, 2016

Mr Pablo Gomez
403 West 9th Stree
Freeport Tx 77541

RECEIVED

SEP 3 0 2016

re: Ash Street Right of Way

Dear Mr Gomez:

PROPERTY MGMT

A request has been made to close, abandon and sell a portion of Ash Street right of way between block 4, lot 1 and Block 1 lot 18, Windsor Terrace Subdivision.

Inasmuch as you own lot 18 block 1 abutting this right of way, you are entitled to acquire one half of this right of way, if he City Council electes to close same, which is 30 x 120 feet in size, at the appraised value of the proprty.

An independent apraisal of the property on/about August 10, 2016, determined the total value of the property to be \$5,600.00 plus appraisal, deed preparation and filing fee for a total cost of \$5876.00. **If interested, your total cost of one half (1/2) of this right of way would be \$2,938.00.**

Would you indicate below on one copy of this letter, and return same in the self addressed stamped envelope, whether or not you would be interested in acquiring that one half (1/2) right of way abutting your property at the above stated price.

N C Hickey
N C Hickey
Property Manager

Yes, I would be interested in acquiring. Signed *Pablo Gomez* Date 9-30- 2016

No, not interested in acquiring Signed _____ Date _____ 2016

encl



ANGLETON REAL ESTATE APPRAISAL
217 SEBESTA ROAD, ANGLETON, TEXAS 77515
TELEPHONE (979-849-9600) OR (979-849-3334) FAX (979-849-8358)

BARRY A. COLEMAN
TEXAS APPRAISER CERTIFICATION
NUMBER TX-1324203-G

WILLIAM E. COLEMAN, SRA
TEXAS APPRAISER LICENSE
NUMBER TX-1360034 R

August 10, 2016

Mr. Nat Hickey
Property Manager
City Of Freeport
200 West Second Street
Freeport, Texas 77541

Pursuant to your request, I have this date completed a letter of value for the property known as the Ash Street Right-of-way, Freeport, Texas, legally described as:

7,200 (60'x120') square feet of land more or less known as the Ash Street Right-of-way, a publicly dedicated right-of-way between Lot 18, Block 3 and Lot 1, Block 4, Windsor Terrace Subdivision, City of Freeport, Brazoria County, Texas.

The purpose of this letter is to estimate the market value of the fee simple estate of the subject property, as is, as of 4, 2016.

Market value as used in this report, and as defined by FIRREA 12 CFR Part 34, is defined as:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. buyer and seller are typically motivated;
- b. both parties are well informed or well advised and each acting in what he considers his own best interest;
- c. a reasonable time is allowed for exposure in the open market;
- d. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto;

- e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”

It is my opinion, based on inspection and analysis of data, subject to contingent and limiting conditions, and under the Extraordinary Assumption that the right-of-way can be converted into a single family lot, with permits for construction of a single family residence obtainable, that the subject has a value of:

FIVE THOUSAND SIX HUNDRED DOLLARS
(\$5,600.00)

The purpose of this letter is to state the market value of the subject property, based upon pertinent facts, analysis and conclusions contained within the appraisers files pertaining to the subject property and the final estimate of value. It should be noted that without proper review of the appraisers file and his conclusions as to the final estimate of value, that the valuation held herein may not be understandable. Additionally, the city of Freeport is the client and only intended user of this letter.

Thank you for the opportunity of serving you in regard to this matter.

Respectfully submitted,


Barry A. Coleman

Texas Appraiser Certification
Number TX-1324203-G

CONNECTEXPLORER

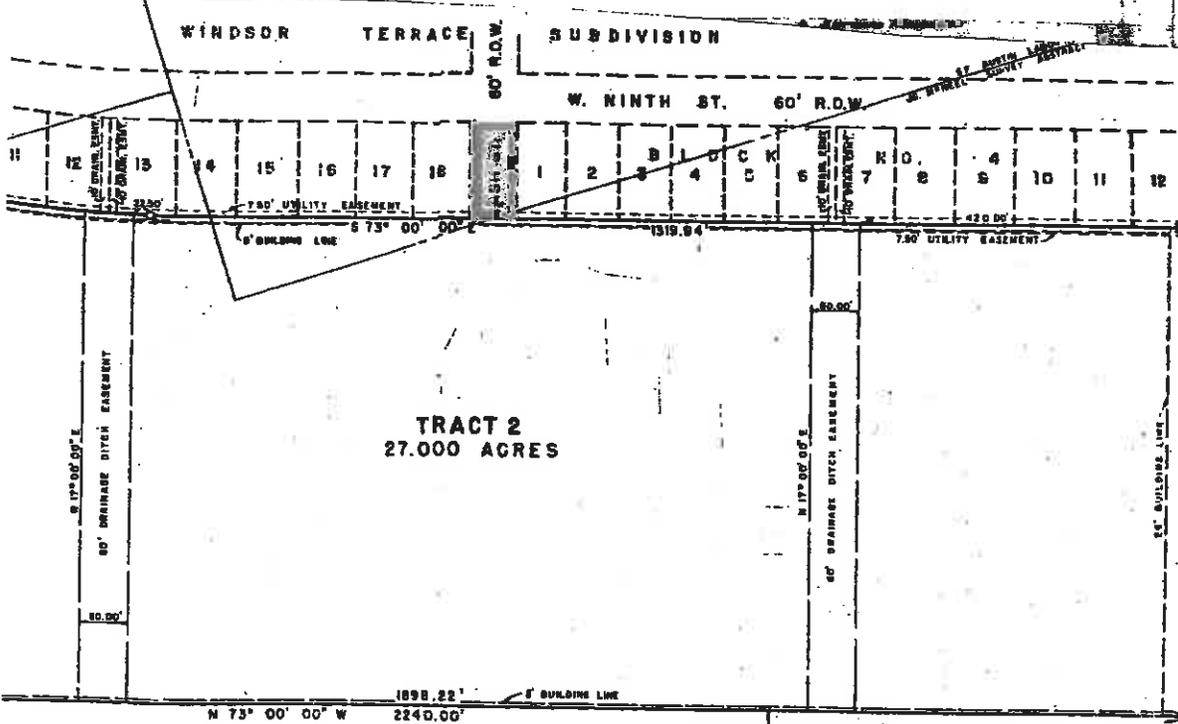
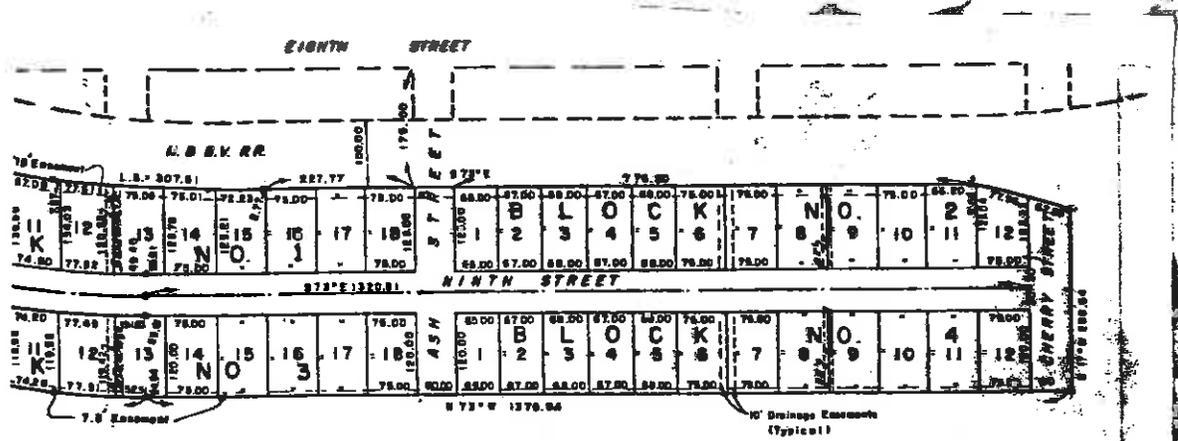


map: Mosaic 01/17/2015 - 02/26/2015 Select Date

MAP OF
 TRACT NO. _____ SURVEY NO. _____ ORIGIN
 _____ COUNTY, TEX

SCALE: _____

TERRACE SUBDIVISION
 SECTION NO. 1



TRACT 2
 27.000 ACRES

19 RIVER HARBOUR NAVIGATION DISTRICT

FREERT PROPERTIES S/D

A RESUBDIVISION OF PARTS OF THE AVAL
 FIRST ADDITION AND
 A SUBDIVISION OF A TRACT IN J.G. McNEE
 SURVEY, A - 335, AND J.E.B. AUSTIN SURVEY

CITY OF FREERT
 BRAZORIA COUNTY, TEXAS

HARBOR LIGHTS SUBDIVISION

35.174 ACRES

S.F. AUSTIN LABOR ABSTRACT NOS. 31 & 32

INVITATION TO BID

NOTICE IS HEREBY GIVEN that the City of Freeport, Texas, (the City) is interested in entering into a contract for stabilization of asphalt in Second Street, beginning at the apron on Brazosport Blvd. (SH 288) to the East side of Brazos Blvd, right-of-way under the Navigation Blvd. (FM 1495) bridge, an area of approximately 450,000 to 500,000 square feet, using SA-44/LS-44 ecological stabilizer, with all joints in underlying concrete pavement to be stabilized with Geo-grid underlayment to bridge movement between the concrete, slabs and flexible road stabilizer, according to the below mentioned plans and specifications.

SEALED BIDS addressed to the City Manager by any person, firm or corporation desiring to perform all of the work described above for the above project will be received at the office of the City Manager located at 200 W. 2nd Street, Freeport, Brazoria County, Texas 77541, during normal business hours until 2:00 o'clock, p.m., on the ____ day of _____, 2017, on which day, beginning at 2:00 o'clock, p.m., all such bids will be opened and publicly read aloud. Any bid received after 2:00 p.m. on such date will be returned unopened.

COPIES OF THE PLANS, SPECIFICATIONS AND JOB SCOPE for the above project are available for public inspection at the City's Service Center, 510 South Avenue A, Freeport, TX 77541, during normal business hours. A set of such documents may be obtained from such office upon payment of the customary copy charge.

A CASHIER'S OR CERTIFIED CHECK drawn on a bank acceptable to the City Manager and payable to the order of the 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 the City covering the replacement of such streets within ten (10) days from the above date.

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.

BY ORDER OF THE BOARD OF THE CITY COUNCIL this ____ day of _____,
2017.

Delia Munoz, City Secretary
City of Freeport, Texas

NOTE: Publish once per week for two consecutive weeks, first publication to be more than 14 days before date of meeting at which bids are to be opened and read aloud.

PUBLIC WORKS CONTRACT

This agreement made this _____ day of _____, 2017, by and between the CITY OF FREEPORT, TEXAS ("OWNER"), a Home-Rule Municipality lying and situated in Brazoria County, Texas, and (_____), a private corporation duly organized under the laws of the State of Texas, having a principal office in Texas at (_____ INSERT STREET ADDRESS).

W I T N E S S E T H:

1. For and in consideration of the payments and agreements herein mentioned, CONTRACTOR will commence and complete, in a good and workmanlike manner, the stabilization of asphalt in Second Street, beginning at the apron on Brazosport Blvd. (SH 288) to the East side of Brazos Blvd, right-of-way under the Navigation Blvd. (FM 1495) bridge, an area of approximately 450,000 to 500,000 square feet, using SA-44/LS-44 ecological stabilizer, with all joints in underlying concrete pavement to be stabilized with Geo-grid underlayment to bridge movement between the concrete, slabs and flexible road stabilizer ("PROJECT").

2. The CONTRACTOR will furnish at CONTRACTOR'S expense all bonds, permits, licenses, transportation, material, supplies, tools, equipment, machinery, labor and other services necessary for the construction and completion of the PROJECT as described in the CONTRACT DOCUMENTS and any CHANGE ORDERS approved by both parties or their duly authorized representatives.

3. The CONTRACTOR will commence the work necessary to construct and complete the PROJECT in the manner described in the CONTRACT DOCUMENTS in the manner therein specified ("the WORK") within _____ calendar days after the date of the NOTICE TO PROCEED is sent to CONTRACTOR and will complete the WORK within _____ calendar days thereafter unless the period of completion is extended otherwise by the CONTRACT DOCUMENTS.

4. A CONTRACTOR'S PAYMENT BOND and a CONTRACTOR'S PERFORMANCE BOND as required by Chapter 2253 of the Government Code of Texas have been furnished by CONTRACTOR TO OWNER as required by Chapter 2253 of the Government Code of Texas prior to the execution of this contract or will be furnished before any of the WORK begins or within ten (10) days of the date hereof, which ever event is first. If such bonds are not filed as provided herein, OWNER may terminate this contract.

5. The CONTRACTOR agrees to perform all of the WORK therein for the sum of \$ (INSERT AMOUNT) as shown in the CONTRACTOR'S BID.
6. The term "CONTRACT DOCUMENTS" means and includes the following:
 - A. ADVERTISEMENT for bids.
 - B. CONTRACTOR'S BID including any schedules or attachments.
 - C. CONTRACTOR'S BID BOND or copy of CASHIERS CHECK.
 - E. This PUBLIC WORKS CONTRACT.
 - F. The attached GENERAL CONDITIONS
 - G. CONTRACTOR'S PAYMENT BOND
 - H. CONTRACTOR'S PERFORMANCE BOND
 - I. NOTICE TO PROCEED
 - J. The attached Scope of work.
 - K. Any attached ADDENDA
 - L. Any CHANGE ORDERS subsequently issued by the OWNER
7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the GENERAL CONDITIONS the amount set forth above.
8. The parties intend that Contractor, 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.
9. Contractor shall be free to contract for similar services to be performed for other persons, firms or corporations and Contractor is not to be considered an agent or employee of Owners and is not entitled to participate in any employee benefits of Owners. Further, CONTRACTOR shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance except with respect to the employees of CONTRACTOR.
10. The CONTRACT DOCUMENTS shall be binding upon the parties hereto and their respective successors and assigns.
11. By the execution of this Public Works Contract, the Contractor hereby waives all rights to interest on retainage as called for in Section 2252(2), Government Code.

12. 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.

13. If any of the undersigned is acting on behalf of a partnership, corporation or other entity recognized by the law of the State of Texas, such person hereby REPRESENTS, WARRANTS and COVENANTS that he has the authority to do so, and that this instrument is binding upon such partnership, corporation or other entity according to its terms.

IN WITNESS WHEREOF the parties have executed, or caused to be executed by their respective duly authorized officers or agents, this Agreement in multiple copies (each of which shall be deemed to be an original) on the date first written above.

"OWNER"

"CONTRACTOR"

THE CITY OF FREEPORT, TEXAS

(INSERT NAME IN CAPS)

BY _____
Norma Moreno Garcia, Mayor

By _____
Its _____

ATTEST:

ATTEST:

Delia Munoz,
City Secretary

Its _____

GENERAL CONDITIONS

ALTERATIONS AND EXTRAS: OWNER reserves the right during the progress of the work to make any changes, additions or deletions to the original plans and specifications. All changes are to be made by written CHANGE ORDERS and accepted by both parties or their duly authorized representatives before proceeding with the work included therein. CHANGE ORDERS shall not invalidate any of the other CONTRACT DOCUMENTS. No bills for extras will be honored unless supported by a written CHANGE ORDER.

INDEPENDENT CONTRACTOR: In the performance of this contract, CONTRACTOR shall be an independent contractor with the sole right to supervise, manage, control and direct the performance of the details of the WORK. OWNER is only interested in the results to be obtained, but the work must meet with the approval of the OWNER whose representatives shall be entitled to make such inspections as may be necessary to assure such results.

INSURANCE: CONTRACTOR agrees to carry adequate Worker's Compensation and Employer's Liability Insurance covering all persons and employees working on the PROJECT in accordance with attached Schedule "A" and also to carry Comprehensive Public Liability Insurance and Automotive Public Liability and Property Damage Insurance naming the OWNER as an additional insured in the amount of at least \$1,000,000.00 to protect against any claims for injuries or death to persons or damage to property sustained in the carrying out of the WORK. Evidence of compliance with this provision sufficient to satisfy OWNER'S attorney shall be furnished by CONTRACTOR prior to the commencement of any portion of the WORK.

RISK OF LOSS: Until written acceptance of the PROJECT by OWNER, all risk of loss, injury or destruction by any cause other than acts or omissions of OWNER, its officer, agents or employees, shall be borne by CONTRACTOR. Responsibility of CONTRACTOR shall extend to materials and equipment supplied for the performance of the WORK.

OPERATIONS: CONTRACTOR shall commence the WORK and prosecute the same diligently and without interruption to completion within the time limits set forth in the contract.

DEFAULTS: Time and quality of work shall be of the essence of this contract. If the CONTRACTOR fails to begin or prosecute the WORK with reasonable diligence, without interruption and in a good and workmanlike manner, OWNER, at OWNER'S option, upon three (3) days' written notice to CONTRACTOR, may terminate the WORK. Without prejudice to any other remedy it may have, OWNER may take control of the WORK for the purpose of completing the same under the terms hereof, either by OWNER'S own employees or by other independent contract(s). If OWNER take control of the WORK, then CONTRACTOR shall be entitled, upon completion of the work, to the difference between the contract price and the reasonable cost and expenses incurred by OWNER in finishing the WORK. If such costs and expenses should exceed the contract price, CONTRACTOR agrees to pay the excess to OWNER at Freeport, in Brazoria County, Texas, within thirty (30) days after being billed therefor by OWNER, as liquidated damages agreed upon by the parties hereto in consideration of the difficulty of ascertaining the actual damages by other means. The provisions of this section shall not apply to any defaults in performance of the incidental covenants of the CONTRACTOR which are not directly related to the continuity and quality of the performance of the WORK.

NOTICES: Notices hereunder shall be sent to the OWNER c/o City Manager, 200 West Second Street, Freeport, Texas 77541 and to CONTRACTOR at 6108 Brittmore, Houston, 77041. All notices must be by certified mail, return receipt requested and postage prepaid.

NON-ASSIGNABILITY: This contract shall not be transferred or assigned, directly or collaterally, without the advance written approval of OWNER.

SUBCONTRACTING: With the written consent of the OWNER, CONTRACTOR shall be permitted to subcontract the WORK or any part thereof but subcontracting shall not relieve CONTRACTOR of primary responsibility for the continuity and quality of the performance of the WORK in a timely fashion.

WARRANTY: CONTRACTOR hereby EXPRESSLY WARRANTS that upon completion of the PROJECT, the WORK shall for a period of (INSERT LENGTH OF TIME) from the date of acceptance by OWNER be FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP and that CONTRACTOR will REPLACE AND REPAIR any such defects occurring within such period at no cost to OWNER.

INDEMNITY: CONTRACTOR agrees to protect, indemnify and hold OWNER and OWNER'S officers, agents and employees, free and harmless from and against any and all claims, demands and causes of action of every kind and character (including the amounts of judgments, penalties, interest, court costs and legal fees incurred in the defense of the same) arising in favor of any person, firm, corporation or other legally recognized entity (including the employees of the parties and the employees of any subcontractor) on account of taxes, claims, debts, personal injuries, death or damages to property and, without limitation by enumeration, all other claims or demands of every character occurring or in anywise incident to, in connection with or arising out of the performance of the WORK by CONTRACTOR or any subcontractors of CONTRACTOR or the agents or employees of either of them.

COMPLIANCE WITH AUTHORITY: CONTRACTOR agrees to comply with all laws, orders, rules or regulations of any governmental body, including without limitation, those pertaining to Social Security, safety, health, old age pension and unemployment compensation. Before final payment hereunder, CONTRACTOR shall satisfy OWNER of the payment and release of all debts, taxes, liens, claims, charges and obligations arising by operation of law or otherwise, out of CONTRACTOR'S performance of the WORK. OWNER may withhold funds due CONTRACTOR hereunder or otherwise, without interest, to assure itself of the discharge of all such obligations or to satisfy any provisions of law relating to claims against CONTRACTOR.

PAYMENT: Upon completion of the WORK in accordance with the terms of the CONTRACT DOCUMENTS and after final acceptance of the PROJECT by OWNER or its authorized representative, OWNER AGREES to pay CONTRACTOR in lawful money of the United States the sum specified in the contract (less a retainage of ten (10%) percent). The accumulated retainage shall be paid to the CONTRACTOR by the OWNER upon the expiration of ninety (90) days following the acceptance of the PROJECT by the OWNER unless further withholding is required under the preceding paragraph.

INTERPRETATION: The CONTRACT DOCUMENTS constitute the entire agreement between the parties and no other conversation, bids, memoranda or other matter shall vary, alter or interpret the terms hereof. The side head captions of these General Conditions are for the convenience of the parties in the identification of the several provision hereof and shall not constitute a part of these General Conditions nor be considered interpretive thereof. Failure of the OWNER to exercise any option, right or privilege hereunder or to demand compliance as to any obligation or covenant of CONTRACTOR shall not constitute a waiver of any such right, privilege or option, or the strict performance hereof unless such waiver is evidenced by a properly executed addendum to this contract.

C:\Freeport.Msc\Second St., et al-Paving Contract #2-revised

2nd Street = Concrete apron at HWY. 288 to East side of Brazos Blvd.
right-of-way under HWY. 1495 Bridge.
Mill asphalt street and stabilize using job scope below
Approximately = 450,000 to 500,000 sq. ft of asphalt

Job scope for asphalt street

1. Contractor will be responsible for all signage, barricades, and safety aspects of work to be done as per City specifications.
2. Manholes existing in street will be maintained to street elevation to accommodate no less than 1 and 1/2 inch " of asphalt, and old asphalt around manholes will be removed to 1 and 1/2" in depth.
3. Mill area to be repaired to a depth specified by manufacturer to SA-44/LS-44 ecological stabilizer add binding material, mix and compact.
4. At adjoining side streets and intersections, all asphalt will be removed from adjoining concrete aprons, to insure smooth transition.
5. Apply tack coat to stabilized area.
6. Overlay with no less than 1 and 1/2 inch of TxDOT Type D asphalt.

NOTE: Any underground water or sewer lines will be replaced by City Water Contractor unless ammendment to contract is made by City Departmental personnel.

INVITATION TO BID

NOTICE IS HEREBY GIVEN that the City of Freeport, Texas, (the City) is interested in entering into a contract for installation of asphalt Type D in Second Street, beginning at the apron on Brazosport Blvd. (SH 288) to the East side of Brazos Blvd, right-of-way under the Navigation Blvd. (FM 1495) bridge, an area of approximately 450,000 to 500,000 square feet, and restriping to original markings, according to the below mentioned plans and specifications.

SEALED BIDS addressed to the City Manager by any person, firm or corporation desiring to perform all of the work described above for the above project will be received at the office of the City Manager located at 200 W. 2nd Street, Freeport, Brazoria County, Texas 77541, during normal business hours until 2:00 o'clock, p.m., on the ____ day of _____, 2017, on which day, beginning at 2:00 o'clock, p.m., all such bids will be opened and publicly read aloud. Any bid received after 2:00 p.m. on such date will be returned unopened.

COPIES OF THE PLANS, SPECIFICATIONS AND JOB SCOPE for the above project are available for public inspection at the City's Service Center, 510 South Avenue A, Freeport, TX 77541, during normal business hours. A set of such documents may be obtained from such office upon payment of the customary copy charge.

A CASHIER'S OR CERTIFIED CHECK drawn on a bank acceptable to the City Manager and payable to the order of the 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 the City covering the replacement of such streets within ten (10) days from the above date.

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.

BY ORDER OF THE BOARD OF THE CITY COUNCIL this ____ day of _____,
2017.

Delia Munoz, City Secretary
City of Freeport, Texas

NOTE: Publish once per week for two consecutive weeks, first publication to be more than 14 days before date of meeting at which bids are to be opened and read aloud.

PUBLIC WORKS CONTRACT

This agreement made this _____ day of _____, 2017, by and between the CITY OF FREEPORT, TEXAS ("OWNER"), a Home-Rule Municipality lying and situated in Brazoria County, Texas, and (_____), a private corporation duly organized under the laws of the State of Texas, having a principal office in Texas at (INSERT STREET ADDRESS).

W I T N E S S E T H:

1. For and in consideration of the payments and agreements herein mentioned, CONTRACTOR will commence and complete, in a good and workmanlike manner, the installation of hot mix Type D asphalt, using an approved paving machine, in Second Street, beginning at the apron on Brazosport Blvd. (SH 288) to the East side of Brazos Blvd, right-of-way under the Navigation Blvd. (FM 1495) bridge, an area of approximately 450,000 to 500,000 square feet, and restriping such portion of Second Street according to original markings ("PROJECT").

2. The CONTRACTOR will furnish at CONTRACTOR'S expense all bonds, permits, licenses, transportation, material, supplies, tools, equipment, machinery, labor and other services necessary for the construction and completion of the PROJECT as described in the CONTRACT DOCUMENTS and any CHANGE ORDERS approved by both parties or their duly authorized representatives.

3. The CONTRACTOR will commence the work necessary to construct and complete the PROJECT in the manner described in the CONTRACT DOCUMENTS in the manner therein specified ("the WORK") within _____ calendar days after the date of the NOTICE TO PROCEED is sent to CONTRACTOR and will complete the WORK within _____ calendar days thereafter unless the period of completion is extended otherwise by the CONTRACT DOCUMENTS.

4. A CONTRACTOR'S PAYMENT BOND and a CONTRACTOR'S PERFORMANCE BOND as required by Chapter 2253 of the Government Code of Texas have been furnished by CONTRACTOR TO OWNER as required by Chapter 2253 of the Government Code of Texas prior to the execution of this contract or will be furnished before any of the WORK begins or within ten (10) days of the date hereof, whichever event is first. If such bonds are not filed as provided herein, OWNER may terminate this contract.

5. The CONTRACTOR agrees to perform all of the WORK therein for the sum of \$ (_____) as shown in the CONTRACTOR'S BID.
6. The term "CONTRACT DOCUMENTS" means and includes the following:
- A. ADVERTISEMENT for bids.
 - B. CONTRACTOR'S BID including any schedules or attachments.
 - C. CONTRACTOR'S BID BOND or copy of CASHIERS CHECK.
 - E. This PUBLIC WORKS CONTRACT.
 - F. The attached GENERAL CONDITIONS
 - G. CONTRACTOR'S PAYMENT BOND
 - H. CONTRACTOR'S PERFORMANCE BOND
 - I. NOTICE TO PROCEED
 - J. The attached Scope of work.
 - K. Any attached ADDENDA
 - L. Any CHANGE ORDERS subsequently issued by the OWNER
7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the GENERAL CONDITIONS the amount set forth above.
8. The parties intend that Contractor, 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.
9. Contractor shall be free to contract for similar services to be performed for other persons, firms or corporations and Contractor is not to be considered an agent or employee of Owners and is not entitled to participate in any employee benefits of Owners. Further, CONTRACTOR shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers* Compensation Insurance except with respect to the employees of CONTRACTOR.
10. The CONTRACT DOCUMENTS shall be binding upon the parties hereto and their respective successors and assigns.
11. By the execution of this Public Works Contract, the Contractor hereby waives all rights to interest on retainage as called for in Section 2252(2), Government Code.

12. 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.

13. If any of the undersigned is acting on behalf of a partnership, corporation or other entity recognized by the law of the State of Texas, such person hereby REPRESENTS, WARRANTS and COVENANTS that he has the authority to do so, and that this instrument is binding upon such partnership, corporation or other entity according to its terms.

IN WITNESS WHEREOF the parties have executed, or caused to be executed by their respective duly authorized officers or agents, this Agreement in multiple copies (each of which shall be deemed to be an original) on the date first written above.

"OWNER"

"CONTRACTOR"

THE CITY OF FREEPORT, TEXAS

(INSERT NAME IN CAPS)

BY _____
Norma Moreno Garcia, Mayor

By _____
Its _____

ATTEST:

ATTEST:

Delia Munoz,
City Secretary

Its _____

GENERAL CONDITIONS

ALTERATIONS AND EXTRAS: OWNER reserves the right during the progress of the work to make any changes, additions or deletions to the original plans and specifications. All changes are to be made by written CHANGE ORDERS and accepted by both parties or their duly authorized representatives before proceeding with the work included therein. CHANGE ORDERS shall not invalidate any of the other CONTRACT DOCUMENTS. No bills for extras will be honored unless supported by a written CHANGE ORDER.

INDEPENDENT CONTRACTOR: In the performance of this contract, CONTRACTOR shall be an independent contractor with the sole right to supervise, manage, control and direct the performance of the details of the WORK. OWNER is only interested in the results to be obtained, but the work must meet with the approval of the OWNER whose representatives shall be entitled to make such inspections as may be necessary to assure such results.

INSURANCE: CONTRACTOR agrees to carry adequate Worker's Compensation and Employer's Liability Insurance covering all persons and employees working on the PROJECT in accordance with attached Schedule "A" and also to carry Comprehensive Public Liability Insurance and Automotive Public Liability and Property Damage Insurance naming the OWNER as an additional insured in the amount of at least \$1,000,000.00 to protect against any claims for injuries or death to persons or damage to property sustained in the carrying out of the WORK. Evidence of compliance with this provision sufficient to satisfy OWNER'S attorney shall be furnished by CONTRACTOR prior to the commencement of any portion of the WORK.

RISK OF LOSS: Until written acceptance of the PROJECT by OWNER, all risk of loss, injury or destruction by any cause other than acts or omissions of OWNER, its officer, agents or employees, shall be borne by CONTRACTOR. Responsibility of CONTRACTOR shall extend to materials and equipment supplied for the performance of the WORK.

OPERATIONS: CONTRACTOR shall commence the WORK and prosecute the same diligently and without interruption to completion within the time limits set forth in the contract.

DEFAULTS: Time and quality of work shall be of the essence of this contract. If the CONTRACTOR fails to begin or prosecute the WORK with reasonable diligence, without interruption and in a good and workmanlike manner, OWNER, at OWNER'S option, upon three (3) days' written notice to CONTRACTOR, may terminate the WORK. Without prejudice to any other remedy it may have, OWNER may take control of the WORK for the purpose of completing the same under the terms hereof, either by OWNER'S own employees or by other independent contract(s). If OWNER take control of the WORK, then CONTRACTOR shall be entitled, upon completion of the work, to the difference between the contract price and the reasonable cost and expenses incurred by OWNER in finishing the WORK. If such costs and expenses should exceed the contract price, CONTRACTOR agrees to pay the excess to OWNER at Freeport, in Brazoria County, Texas, within thirty (30) days after being billed therefor by OWNER, as liquidated damages agreed upon by the parties hereto in consideration of the difficulty of ascertaining the actual damages by other means. The provisions of this section shall not apply to any defaults in performance of the incidental covenants of the CONTRACTOR which are not directly related to the continuity and quality of the performance of the WORK.

NOTICES: Notices hereunder shall be sent to the OWNER c/o City Manager, 200 West Second Street, Freeport, Texas 77541 and to CONTRACTOR at 6108 Brittmore, Houston, 77041. All notices must be by certified mail, return receipt requested and postage prepaid.

NON-ASSIGNABILITY: This contract shall not be transferred or assigned, directly or collaterally, without the advance written approval of OWNER.

SUBCONTRACTING: With the written consent of the OWNER, CONTRACTOR shall be permitted to subcontract the WORK or any part thereof but subcontracting shall not relieve CONTRACTOR of primary responsibility for the continuity and quality of the performance of the WORK in a timely fashion.

WARRANTY: CONTRACTOR hereby EXPRESSLY WARRANTS that upon completion of the PROJECT, the WORK shall for a period of (INSERT LENGTH OF TIME) from the date of acceptance by OWNER be FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP and that CONTRACTOR will REPLACE AND REPAIR any such defects occurring within such period at no cost to OWNER.

INDEMNITY: CONTRACTOR agrees to protect, indemnify and hold OWNER and OWNER'S officers, agents and employees, free and harmless from and against any and all claims, demands and causes of action of every kind and character (including the amounts of judgments, penalties, interest, court costs and legal fees incurred in the defense of the same) arising in favor of any person, firm, corporation or other legally recognized entity (including the employees of the parties and the employees of any subcontractor) on account of taxes, claims, debts, personal injuries, death or damages to property and, without limitation by enumeration, all other claims or demands of every character occurring or in anywise incident to, in connection with or arising out of the performance of the WORK by CONTRACTOR or any subcontractors of CONTRACTOR or the agents or employees of either of them.

COMPLIANCE WITH AUTHORITY: CONTRACTOR agrees to comply with all laws, orders, rules or regulations of any governmental body, including without limitation, those pertaining to Social Security, safety, health, old age pension and unemployment compensation. Before final payment hereunder, CONTRACTOR shall satisfy OWNER of the payment and release of all debts, taxes, liens, claims, charges and obligations arising by operation of law or otherwise, out of CONTRACTOR'S performance of the WORK. OWNER may withhold funds due CONTRACTOR hereunder or otherwise, without interest, to assure itself of the discharge of all such obligations or to satisfy any provisions of law relating to claims against CONTRACTOR.

PAYMENT: Upon completion of the WORK in accordance with the terms of the CONTRACT DOCUMENTS and after final acceptance of the PROJECT by OWNER or its authorized representative, OWNER AGREES to pay CONTRACTOR in lawful money of the United States the sum specified in the contract (less a retainage of ten (10%) percent). The accumulated retainage shall be paid to the CONTRACTOR by the OWNER upon the expiration of ninety (90) days following the acceptance of the PROJECT by the OWNER unless further withholding is required under the preceding paragraph.

INTERPRETATION: The CONTRACT DOCUMENTS constitute the entire agreement between the parties and no other conversation, bids, memoranda or other matter shall vary, alter or interpret the terms hereof. The side head captions of these General Conditions are for the convenience of the parties in the identification of the several provision hereof and shall not constitute a part of these General Conditions nor be considered interpretive thereof. Failure of the OWNER to exercise any option, right or privilege hereunder or to demand compliance as to any obligation or covenant of CONTRACTOR shall not constitute a waiver of any such right, privilege or option, or the strict performance hereof unless such waiver is evidenced by a properly executed addendum to this contract.

C:\Freeport.Msc\Second St., et al-Paving Contract #2-revised

**2nd Street = Concrete apron at HWY. 288 to East side of Brazos Blvd.
right-of-way under HWY. 1495 Bridge.**

Job scope for street striping

- 1. Work to be done will include all existing street markings within job scope from HWY 288 to HWY 1495 Bridge**
- 2. Contractor will be responsible for all signage, barricades, and safety aspects of work to be done as per City specifications.**
- 3. All street markings parallel to street, both broken and solid, will be marked with thermoplastic 60 mil or equivalent paint.**
- 4. Stop lines and parking lines will be marked with traffic paint.**

2nd Street = Concrete apron at HWY. 288 to East side of Brazos Blvd.
right-of-way under HWY. 1495 Bridge.

Installation of Type D hot mix asphalt and restriping of street to
original markings.

Approximately = 450,000 to 500,000 sq. ft of asphalt

Job scope for asphalt street

1. Contractor will be responsible for all signage, barricades, and safety aspects of work to be done as per City specifications.
2. Manholes existing in street will be maintained to street elevation to accommodate no less than 1 and 1/2 inch " of asphalt, and old asphalt around manholes will be removed to 1 and 1/2" in depth.
3. At adjoining side streets and intersections, all asphalt will be maintained to the same elevation as the incoming aprons.
4. Apply tack coat to stabilized area.
5. Overlay with no less than 1 and 1/2 inch of TxDOT Type D asphalt.

NOTE: Any underground water or sewer lines will be replaced by City Water Contractor unless ammendment to contract is made by City Departmental personnel.

To: Mr Jeff Pynes and Mrs. Norma Garcia
From: VMNK LLC (Officers Paras Chokshi and Vijay Patel)
Date: 01/31/2017
Subject: Park Model RV in Freeport RV Park

We are requesting to be placed on City Council Agenda on February 6th 2017. We are requesting a variance to allow to leave six park model RV's in Freeport RV Park.

Thank you for your consideration.

Paras Chokshi
Vijay Patel

035 R-2C DISTRICT, SINGLE FAMILY RESIDENTIAL, RECREATIONAL VEHICLE PARK.

This district is intended to promote and preserve single family recreational vehicle park development in suitable locations within the city. For the definition of a Recreational Vehicle Park, please refer to the definitions of Recreational Vehicle Park contained in § [155.002](#).

(A) Minimum requirements for lot area and setback.

Lot area: 1250 SF

Lot width: 25'

Setback:

Front: 0'

Rear: 0'

Side:

One: 0'

Sum of both: 0'

(B) Minimum requirements for setbacks from adjacent property lines which may include the width of utility easements.

Setback:

Front: 25'

Rear: 10'

Side:

One: 5'

Sum of both: 10'

(C) Minimum requirements for setbacks from property lines located adjacent to properties zoned R-1, R-2, R-2A or R-3. These setbacks will act as a buffer zone and may include the width of utility easements.

Setback:

Front: 25'

Rear: 25'

Side:

One: 25'

Sum of both: 50'

(D) See § [155.023](#) for supplementary district regulations, exceptions and parking requirements applicable to the R-2 District.

(E) See § [155.060](#) (D) and (E) for temporary use permits that may be granted by the Board of Adjustments and specific use permits that may be recommended by the City Planning Commission under certain circumstances and conditions.

(F) *Permitted uses and parking.* Only recreational vehicle parks with their necessary service buildings are permitted in this district. Sufficient width and length for the parking of one automobile or pickup shall be included within each space (see § [155.023](#) (I)(2)) and an off-street parking area for guests and visitors shall be included at the ratio of one for each recreational vehicle space in the park.

(G) *Height regulations.* No building shall exceed 30 feet or two stories in height.

(H) *Special requirements.*

(1) Proposals for the development of any recreational vehicle park shall be required to abide by the same approval process as required for a planned unit development district (see § [155.045](#)) with the exception of § [155.045](#) (F)(1) and (H)(1)(c), (d), and (f), which are not applicable. In applying § [155.045](#) to § [155.035](#), the term 'Recreational Vehicle Park' shall be substituted for the term 'Planned Unit Development.'

(2) No more than one recreational vehicle may be placed in a single space.

(3) All development must comply with currently adopted technical codes.

(4) There shall be a 3% landscaping requirement for any proposed recreational vehicle park unless such park is located adjacent to property zoned for R-1, R-2, R-2A, or R-3, in which case 50% of the required buffer zone abutting any of the above mentioned zones shall be appropriately landscaped. Landscaping requirements will be subject to the approval of the Planning and Zoning Commission and the City Council.

(5) Other requirements applicable to recreational vehicle parks found in Chapter 120 of the City Code of Ordinances.

(Ord. 1100-94-1, passed 4-4-93) Penalty, see § [155.999](#)

PRIVATE YARD. An area of open space within a townhouse but which is unoccupied and unobstructed by any portion of a structure.

RECREATIONAL VEHICLE. A vehicular type unit primarily designed as temporary living quarters for recreational camping or travel use that either has its own motive power or is mounted on or towed by another vehicle and requiring no special permit by the Texas Department of Highways and Public Transportation. The basic entities are travel trailers, camping trailers, truck campers and motor homes. A recreational vehicle is not a mobile home as defined above for purposes of this chapter.

RECREATIONAL VEHICLE PARK. A unified development of 40 or more recreational vehicle spaces arranged on a tract of land which has been zoned for such purposes; or, by specific use permit, in any other zoning district except the R-1, R-2, R-3, W-1 or W-1R zoning districts.

SERVANTS QUARTERS, BONA FIDE. Living quarters located on the same lot as the main building for the family of a servant employed on the premises who receives at least 50 percent of his total income from the occupant of the main building.

SERVICE BUILDING. A structure housing toilet, lavatory and such other permanent facilities as may be permitted by the International Plumbing Code adopted by § [150.045](#).

SETBACK LINE. That line which is parallel to and the minimum allowable horizontal distance from a given point or line of reference, such as a lot line, to the minimum required building line.