

City of Freeport

NOTICE OF PUBLIC MEETING
THE FREEPORT CITY COUNCIL
MONDAY, JUNE 15TH, 2009 6:00 P.M.
MUNICIPAL COURT ROOM
FREEPORT POLICE DEPARTMENT, 430 N. BRAZOSPORT BLVD.
FREEPORT, TEXAS 77541

AGENDA FORMAL SESSION

1. Call to Order.
2. Invocation.
3. Pledge of Allegiance.
4. Consideration of the approval of the June 2nd, 2009 Council Minutes.
Pg. 428-433
5. Attending Citizens and Their Business.
6. **Recognition** of Brazosport High School student, Maria Arreola for participating in the Junior Olympics Boxing Championship in Denver, Colorado.
7. Consideration of the approval of Ordinance No. 2009-2221 amending section 71.50 of the Code of Ordinance to erect a 3-way stop sign at the intersection of Yellowstone and Ave. O. and a 4-way stop sign at Skinner and Ave O.
Pg. 434-437
8. Consideration of the approval of Resolution No. 2009-2192 authorizing the Mayor to enter into negotiations for an Interlocal Agreement with the Gulf Coast Center/Connect Transit to operate local bus service in the City of Freeport and authorizing City funding for the twelve months of operations not to exceed \$20,000. Pg. 438-439
9. Consideration of the approval of a request from the Freeport Host Lions Club to waive the vendor permit fees, sell alcohol, have a public dance, erect temporary fencing, have fireworks display in conjunction with the 62nd Annual Fishing Fiesta on July 1st thru July 5th, 2009 at the Freeport Municipal Park. Pg. 440

10. Consideration of the approval of accepting the bids and awarding the "Water Craft Lease Bid" on Tract 4, 066 acres, S.F. Austin Survey, Abstract 33, Tax ID 0033-0001-000, fronting on the right descending bank of the Old Brazos River near but upstream from the Velasco Boulevard Bridge in the City of Freeport, in Brazoria County, Texas. Pg. 441-452
11. Consideration of the approval of a request from Brazoria County Community Development Department to waive all permitting fees for residential reconstruction for Mary Deas who reside at 3230 Hwy. 36. Pg. 453
12. Consideration of the approval of advertising and setting a bid date for the sale for the following described land: A portion of Gulf Boulevard Right-of-Way being 50 feet by 202.73 feet adjoining Block 708, Velasco Townsite, according to the map or plat recorded in Volume 32, page 14, of the Deed Records of Brazoria County, Texas, and lying between Skinner Street and Stratton Street. Pg. 454-459
13. Consideration of the approval of authorizing the Mayor to sign an Interlocal Agreement with the City of Freeport and Brazoria County Health Department to allow them to provide immunization or treatment to the First Responders within the City and identified adjacent areas prior to the general public. Pg. 460-463-b
14. Consideration of the approval of selling the City's interest on Block 797 (Undivided interest $\frac{1}{2}$), Lots 3-4, Velasco Townsite, known as 1718-1720 North Ave. R. Tx Id. # 8110-4043-000. Pg. 464-465
15. Consideration of the approval of selling the City's interest on Block 779, Lot 18, Velasco Townsite, known as 1611 North Ave. R., Tx. Id. 8110-3887-000. Pg. 466-468
16. Consideration of the approval of selling the City's interest on Block 758, Lot 20 (Undivided $\frac{1}{2}$), Velasco Townsite, known as 1515 North Ave. N., Tx. Id 8110-3887-000. Pg. 469-471
17. Consideration of the approval of selling the City's interest on Block 25, Lot 9, Freeport Townsite, known as 230 E. 8th Street, Tx. Id. 4200-0322-000. Pg. 472-475
18. Consideration of the approval of authorizing the City Manager to spend funds from the Hotel Occupancy Tax fund to update the City's website. Pg. 476-482
19. Consideration of the approval of any action to be taken as a result of closed executive session.

Elected Officials Report

Work Session

1. Discussion concerning budget workshops dates for Fiscal Year 2009-2010.
2. Recognition of the Freeport Golf Course winning the "Brazos Cup" tournament.

Executive Session

A. Section 551.071, Government Code

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

Richard Miller, Etal vs City of Freeport – United States District Court

B. Section 551.074, Government Code

Deliberations concerning the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee, to wit:

City Manager - Contract & Duties


Adjourn

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

This notice is posted pursuant to the Texas Open Meeting Act. (Chapter 551, Government Code)

In compliance with the American with Disabilities Act, the City of Freeport will provide for reasonable accommodations for persons attending City Council Meetings. Request should be received 48 hours prior to the meetings. Please contact the City Secretary office at 979.233.3526.

I, Delia Muñoz, City Secretary, City of Freeport, Texas, hereby certify that this agenda was posted on the official bulletin board/glass door of City Hall, facing the rear parking lot of the building, with 24 hour a day public access, 200 W. 2nd Street, Freeport, Texas, on June 11th, 2009, at or before 5:00 p.m.



Delia Muñoz
City Secretary

STATE OF TEXAS

COUNTY OF BRAZORIA

CITY OF FREEPORT

BE IT REMEMBERED, that the City Council of the City of Freeport, met on Tuesday, June 2, 2009 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:

City Council: Larry L. McDonald
 Clan A. Cameron
 Jim Saccomanno
 Ron Wise
 Norma M. Garcia

Staff: Jeff Pynes, Acting City Manager
 Wallace Shaw, City Attorney
 Delia Munoz, City Secretary
 Nat Hickey, Property Manager
 Mary Stotler, Main Street Director
 B. R. Williams, Street Department
 Bob Welch, Finance Director

Visitors:	Capt. Gus Flores	Sgt. Juanita Cardozo
	Mikes Jones	Kenny Kouches
	Cele Damian	Rene Damian
	Lila Lloyd	Louie Jones
	Jerry Meeks	Susie Wise
	Rosa McDonald	Bobby Casale
	Diane Williams	Patrick Gore
	Annett Sanford	Mark Sanford
	Jim Pirrung	Edna Allan
	Bobby Brown	Angel Kant
	Judy Shaefer	Larry Shaefer
	Alan Rodenstein	Dennis Vandergriff

Call to Order.

Mayor McDonald called the meeting to order at 6:00 p.m.

Invocation.

Wallace Shaw offered the invocation.

Pledge of Allegiance.

Mayor McDonald led the Pledge of Allegiance.

Consideration of the approval of the May 18th, 2009 Council Minutes.

On a motion by Councilman Cameron, seconded by Councilman Phillips, with all present voting "aye", Council unanimously approved the May 18th, 2009 Council Minutes.

Attending Citizens and Their Business.

Jim Pirrung asked Council if they had decided to extend the hours during which beer and mixed beverages could be sold within said City and whether or not it was getting on the November ballot. He said voters had elected officials that could make important decisions and they should do the research for the City of Freeport rather than depend on the voters.

Mrs. Vicky Kelley of 327 W. 1st., is a Community Manager and is upset and disappointed that the City is failing and that she will not be intimidated because landlords are not doing criminal background checks on rental houses. She can not sit out in the porch without hearing obscene words all hours of the morning. She has called the Police Department and asked them to be consistent.

Angela Kent stated that she has been gone for 9 months and is proud to see the City cleaned up and improving. She walked into City Hall and felt welcomed.

Annette Sanford of 510 W. Broad concurs with Mrs. Vicky Kelley that teenagers are walking the streets with their pants below the waist.. They are conjugating and smoking cigarettes in corner streets.

Bobby Casale of Bridge Harbor complained that their phone line was down for 5 days and power for 6 hours. Five to six street lamps were out. He asked the city manager to look into Center Point's Performance and Service contract.

Presentation of American Recovery Reinvestment Act (ARRA) funding plan for transit pedestrian amenities for Freeport and the Southern Brazoria region by the Goodman Corporation.

Alan Rodenstein with A & R Consulting Solutions LLC updated council of studies and plans for the project that would create a bus system in Angleton, Clute, Lake Jackson and Freeport. Connect Transit is planning to implement fixed route bus service in Freeport and the Southern Brazoria area during Fiscal Year 2010 contingent upon community approval. The bus system would operate 12 hours a day on weekends and would cost riders \$1.00 per one way trip. Mayor McDonald said that students, seniors and people with disabilities, with no transportation would use this service. The cost to the City of Freeport would be \$19,000.

Presentation by Thomas J. Hilton, president of Reef-Man, LLC the first company in the State of Texas formed for the purpose of manufacturing and deploying artificial reefs in Texas inshore and offshore waters.

Reagendaed

Consideration of the approval of Resolution No. 2009-2192 in support of the Reef-Man, LLC Artificial Reef Program.

Reagendaed

Consideration of the approval of a request by Eric Hayes to erect a 14 x 24 LED sign at the entrance of his property located on the east side of Hwy. 288 being lots 92 & 93, BCIC Division 14, A Calvit League Abstract 49 & J. F. Fields Survey, Abstract 62.

On a motion by Councilman Phillips, seconded by Councilman Wise, with all present voting 3 to 2, Council approved Councilman Phillips' recommendation to refer this to the Planning Commission agenda for discussion and to receive recommendations. Mayor McDonald and Councilman Cameron opposed.

Consideration of the approval of an Interlocal Agreement with the General Land Office and the City of Freeport regarding the removal of derelict vessels from the Brazos River.

On a motion by Councilman Cameron, seconded by Councilman Phillips, with all present voting "aye", Council unanimously approved an Interlocal Agreement with the General Land Office and the City of Freeport regarding the removal of derelict vessels from the Brazos River.

Consideration of the approval of amending Chapter 71 of the Code of Ordinances to erect a 3-way stop sign at the intersection of Yellowstone and Ave. O and a 4-way stop sign at Skinner and O.

Councilwoman Garcia opposed the sign signs. She lives at the corner of Skinner and Ave. O and has had two break-ins, in her vehicles and garage. A stop sign at that location would have access to her garage. She is more concerned because she has an elderly lady that lives with them and sits in the garage. She suggested installing a speed limit sign.

On a motion by Councilman Cameron, seconded by Councilman Wise, with all present voting 4 to 1, Council approved Planning Commission, Diane Williams' recommendation to erect a 3-way stop sign at the intersection of Yellowstone and Ave. O and a 4-way stop sign at Skinner and Ave. O. Councilwoman Garcia opposed.

Consideration of the approval of signing a replat of Lots 2 and 3, by relocating the lot line between lots 2 and 3, Kingfish Lane, Frederick J. Calvit League, Abstract 51, Bridge Harbor Subdivision, Freeport Texas.

On a motion by Councilman Wise, seconded by Councilman Phillips, with all present voting "aye", Council unanimously approved signing a replat of Lots 2 and 3, by relocating the lot line between lots 2 and 3, Kingfish Lane, Frederick J. Calvit League, Abstract 51, Bridge Harbor Subdivision, Freeport Texas.

Consideration of the approval of accepting the bids and awarding the contract for the Community Development Building Grant (CDBG) for Freeport Sewer Improvement Project.

Rene Damian of Damian Associates, Inc. reported that Uticon, Inc., the lowest bidder withdrew their bid on the Freeport Sewer Improvement project due to mathematical errors. He recommends Matula & Matula Construction, Inc. as the next lowest bidder.

Councilman Wise suggested on rebidding the project.

On a motion by Councilman Cameron, seconded by Councilman Phillips, with all present voting "aye", Council unanimously approved accepting the bids and awarding the contract to Matula & Matula Construction for \$454,540.42 to include a revised 18" pipe bedding detail.

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

B. Section 551.074, Government Code

Deliberations concerning the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee, to wit:

Acting City Manager – Jeff Pynes
City Manager – Application

Jeff Pynes resigned as Police Chief from the Freeport Police Department. On a motion by Councilman Cameron, seconded by Councilman Wise, with all present voting 3 to 2, Council approved Jeff Pynes as City Manager and authorized Mayor McDonald to negotiate a contract. Councilman Phillips and Councilwoman Garcia opposed.

Elected Officials Report

No reports

Work Session

Bob Welch, Finance Director Reports on Financials – Quarter Ending in March 31, 2009.

Bob Welch, Finance Director reported on the financials on quarter ending March 31, 2009. Mr. Phillips had questions on the Waste Management contract. He was concerned that the city may be hit with a huge bill on September, 2009, recommended the council start negotiations now. Mayor McDonald agreed with Councilman Phillips, the contract will expire in November 2009.

Councilman Phillip questioned the miscellaneous expenditures such as furniture. He asked about furniture expenditures and that it appeared to be out of water fund. Mr. Welch said that it had. Councilman Phillips had an issue with this.

Discussion concerning the taxi cab and bus ordinance.

Mr. Shaw gave the City suggestions on how to amend the Taxicab Ordinance section concerning services offered by non-profit organizations. Mr. Pynes said the Texas Port Ministry is a non profit organization and requests donations, not fare for their transport services. Dennis Vandergriff, owner of Brazosport Yellow Cab said the Texas Port Ministry was offering a shuttle service without the required permits from the City. He said the Ministry has 3 buses making five trips to Lake Jackson and making \$3,000 per month. He complained that all non-profit organizations can enter in the cab business without permits and that was illegal.

Mr. Wise said that if the Texas Port Ministry is operating with the ordinance, then they are within their rights.

Councilman Cameron stated that it was not established if the Texas Port Ministry was in violation or breaking any city codes.

Mayor McDonald suggested that the City look at other cities with taxicab ordinances and refer it to the Planning Commission for study. Diane Williams, Chairwoman of the Planning Commission said they would study the issue if directed by the City Council.

Mayor McDonald closed the work session and opened the Executive Session at 8:30 p.m.

Executive Session

A. Section 551.071, Government Code

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

Application of Section 133.02 (D) of the Code of Ordinance.

(no action)

B. Section 551.074, Government Code

Deliberations concerning the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee, to wit:

Acting City Manager – Jeff Pynes
City Manager – Applications

(action taken on open session # item 14)

Adjourn

There being no further business to come before council, the meeting was duly adjourned by Councilman Cameron, seconded by Councilman Phillips at 10:10 p.m.

Delia Munoz
City Secretary

Larry L. McDonald
Mayor

ORDINANCE NO. 2009-2221

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; AMENDING SECTION 71.50 OF THE CODE OF ORDINANCE OF SAID CITY, WHICH DESIGNATES FOUR-WAY STOP INTERSECTIONS, TO ADD THERETO, AS AN ADDITIONAL FOUR-WAY STOP INTERSECTION, AT WHICH VEHICULAR TRAFFIC ON DESIGNATED STREETS SHALL STOP IN THE MANNER REQUIRED BY THE TRANSPORTATION CODE, THE INTERSECTIONS OF SKINNER STREET AND AVENUE O; AND ADDING TO CHAPTER 71 OF SAID CODE A NEW SECTION, TO BE KNOWN AS SECTION 71.53, DESIGNATING YELLOWSTONE AND AVENUE O AS AN INTERSECTION AS A THREE-WAY STOP INTERSECTIONS AT WHICH VEHICULAR TRAFFIC ON THE DESIGNATED STREET SHALL STOP IN THE MANNER REQUIRED BY THE TRANSPORTATION CODE; PROVIDING FOR THE ERECTION OF SIGNS GIVING NOTICE THEREOF BY OR AT THE DIRECTION OF THE CITY MANAGER OF SAID CITY; PROVIDING THAT ANY VIOLATION OF SAID CODE OF ORDINANCES, AS AMENDED BY THIS ORDINANCE, SHALL BE A MISDEMEANOR AND UPON CONVICTION PUNISHED BY A FINE NOT TO EXCEED TWO HUNDRED (\$200.00) DOLLARS AND THAT EACH AND EVERY DAY ANY SUCH VIOLATION CONTINUES AND EACH DAY OR PORTION OF EACH DAY ON WHICH ANY SUCH VIOLATION OCCURS SHALL CONSTITUTE A SEPARATE OFFENSE; CONTAINING A SAVINGS CLAUSE; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS DESCRIPTIVE CAPTION HAS BEEN PUBLISHED TWICE IN THE BRAZOSPORT FACTS.

WHEREAS, Item (8) of Subsection (a) of Section 542.202 of the Transportation Code authorizes a municipality, as a local authority, with respect to streets and highways under their jurisdiction, to designate stop intersections; and,

WHEREAS, Subsection (b) of Section 542.203 of said Code provides that no ordinance enacted under said Section 542.202 that designates a stop intersection shall be effective until signs giving notice thereof are posted; and,

WHEREAS, Subsection (b) of Section 544.003 of said Code authorizes a municipality, as a local authority, to designate a highway or an intersection under its jurisdiction as a through highway or a stop intersection and place a stop sign at specified entrances thereto; and,

WHEREAS, Subsection (b) of Section 544.002 of said Code and Subsection (c) of Section 544.003 of said Code provide, respectively, that all traffic-control devices and all stop signs placed by a local authority must conform to the manual and specifications adopted by the Texas Department of Transportation under Section 544.001 of said Code; and,

WHEREAS, the City Council of the City of Freeport, Texas, has determined and does here now declare that the adoption of this ordinance is necessary to the health, safety and general welfare of the inhabitants of said City and the members of the general public traveling upon the streets herein below named.

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

First, Section 71.50 of the Code of Ordinances is hereby amended to add thereto the following intersection as a four-way stop intersection:

"Skinner and Avenue O."

Second, Chapter 71 of the Code of Ordinances is hereby amended to add thereto a new section, to be known as Section 71.53, which shall read as follows:

"Sec. 71.53 THREE-WAY STOP INTERSECTIONS

The following street intersections are designated as three-way stop intersections, as indicated by appropriate signs placed at such intersections, at which vehicular traffic shall stop in the manner required by the Transportation Code:

"Yellowstone Street and Avenue O."

Seventh, this ordinance shall take effect and be in force from and after its descriptive caption has been published twice in the Brazosport Facts.

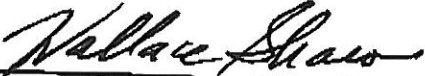
READ, PASSED AND ADOPTED this _____ day of _____, 2009.

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

ATTEST:

Delia Muñoz, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:



Wallace Shaw, City Attorney,
City of Freeport, Texas

C:\Freeport.Ord\StopIntr-3Ord

RESOLUTION NUMBER 2009-2192

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, AUTHORIZING THE MAYOR TO ENTER INTO NEGOTIATIONS FOR AN INTERLOCAL AGREEMENT WITH THE GULF COAST CENTER/CONNECT TRANSIT TO OPERATE LOCAL BUS SERVICE IN THE CITY OF FREEPORT TO BE PART OF A SOUTHERN BRAZORIA REGIONAL TRANSIT SERVICE PLANNED TO BE IMPLEMENTED DURING FISCAL YEAR 2010, AND AUTHORIZING CITY FUNDING FOR THE FIRST TWELVE MONTHS OF OPERATION NOT TO EXCEED \$20,000

WHEREAS, the City Council of the City of Freeport desires to implement local and regional bus service to provide enhanced mobility options for residents of Freeport for employment opportunities, education, medical services, shopping and recreation; and

WHEREAS, providing local bus service can enhance economic opportunities for Freeport residents to access Freeport based businesses; and

WHEREAS, the City of Freeport has worked in concert with the cities of Lake Jackson, Freeport and Angleton in the development of a mutually beneficial regional transit service; and

WHEREAS, three of the four planned routes will provide regular weekday scheduled transit service within the City of Freeport; and

WHEREAS, The Gulf Coast Center/Connect Transit is the agency authorized to provide transit services in the Lake Jackson/Angleton urbanized area since 2003 and Brazoria County since 1982; and

WHEREAS, The Gulf Coast Center/Connect Transit has the technical, logistical, staffing and vehicle capabilities to operation local bus service within the City of Freeport and the Southern Brazoria region starting in Fiscal 2010; and

WHEREAS, Federal Transit Administration (FTA) Section 5307 formula funds for the Lake Jackson/Freeport urbanized area can be used for the operation of local bus service in Freeport and state small urban transit formula funds can be used for the operation of local bus service in Freeport with adequate local funds from the City of Freeport are sufficiently matched with available state and federal transit funds.

SECTION 1. Authorizes the Mayor to enter into an agreement with The Gulf Coast Center/Connect Transit for the funding and operation of scheduled bus service for an initial period of one year (subject to renewal).

SECTION 3. Freeport Connect service shall be funded by the City of Freeport during its initial 12 month period of operation in an amount not to exceed \$20,000.

ATTEST:

Park/Council Special Request Form

Council Meeting Date June 15th 2009
Name of Organization Lions Fish'n Fiesta
Name of Event 62nd Fishin Fiesta
Date of Event July 1st - 5th
Type of Event _____

On behalf of the organization I represent I
am requesting your permission to allow
us to do the following in Municipal Park:

The Parks Department has reviewed
the noted requests.

We forward our recommendations
for your consideration and approval.

<input checked="" type="checkbox"/> Sell alcohol on specified date	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no
security provided by: <u>Freeport P.D. / Constables</u> <u>Kentiner</u>	
<input checked="" type="checkbox"/> Have a public dance	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no
Provide own agency to be used: _____	
<input checked="" type="checkbox"/> Erect temporary fencing	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no
<input type="checkbox"/> Charge a general admission fee	<input type="checkbox"/> yes <input type="checkbox"/> no
<input type="checkbox"/> Close or use lanes on streets within the City	<input type="checkbox"/> yes <input type="checkbox"/> no
(see map attached showing affected streets.)	
<input checked="" type="checkbox"/> Have fireworks display	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no
Other: _____	<input type="checkbox"/> yes <input type="checkbox"/> no
Other: _____	<input type="checkbox"/> yes <input type="checkbox"/> no

Thank you for your assistance

Sincerely,

[Signature] TREASURER
Organization Representative

6/3/09
Date

Thank you.

Sincerely,

[Signature]
Director-Parks & Recreation

6/3/09
Date

INVITATION TO BID

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

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

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

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

Any bid must include all of the property described above.

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

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

BY ORDER OF THE CITY COUNCIL of the City of Freeport, Texas,
this 18th day of MAY , 2009.

Delia Muñoz, City Secretary
City of Freeport, Texas

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

SPECIFICATIONS FOR LEASE OF WATER CRAFT LOCATION

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

LEASE OF REAL PROPERTY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(H) In order to provide refreshments to the public, Lessee may develop a small concession stand, to be constructed and maintained according to plans and specifications to be approved by the City Manager and all city and state health requirements.

This may include T-shirt and souvenir sales of items to be approved by the City Manager.

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

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

7. CONSTRUCTION OF IMPROVEMENTS; REPAIRS BY LESSEE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE CITY OF FREEPORT, TEXAS, Lessor

By _____
Larry McDonald, Sr., Mayor

ATTEST:

Delia Muñoz, City Secretary

-- , Lessee

OR

[NAME OF COMPANY OR FIRM]

[By _____
Its _____]

THE STATE OF TEXAS

X

COUNTY OF BRAZORIA

X

This instrument was acknowledged before me on the _____ day of _____, 2009, by LARRY McDONALD, SR., as Mayor of the City of Freeport, Texas.

Notary Public, State of Texas

[ADD APPROPRIATE ACKNOWLEDGMENT FOR LESSEE]

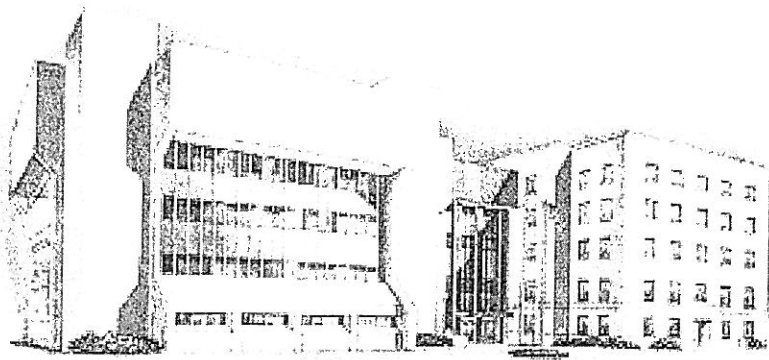
B. Bidder ACKNOWLEDGES THAT THE CITY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN WARRANTY OF TITLE AS PROVIDED ABOVE), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY BEING CONVEYED, INCLUDING WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED THEREFROM, (C) THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY SUCH PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS, OR ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS OF SUCH PROPERTY FOR A PARTICULAR PURPOSE, (F) THE MANNER OR QUALITY OF CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO SUCH PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF SUCH PROPERTY, (H) ANY OTHER MATTER WITH RESPECT TO SUCH PROPERTY, AND SPECIFICALLY, THAT THE CITY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, OR THE DISPOSAL OR EXISTENCE IN OR ON SUCH PROPERTY OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER.

C. Bidder FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT SUCH PROPERTY, BUYER IS RELYING SOLELY ON THE BUYER'S OWN INVESTIGATION OF SUCH PROPERTY, AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY THE CITY; that such Bidder FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF THE CITY WITH RESPECT TO SUCH PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT THE CITY HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OF COMPLETENESS OF SUCH INFORMATION; that THE CITY IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO SUCH PROPERTY OR THE OPERATION THEREOF FURNISHED BY ANY REAL ESTATE BROKER, OR ANY AGENT, EMPLOYEE OR SERVANT OF THE CITY OR OTHER PERSON; and that such Bidder FURTHER ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LEASE OF SUCH PREMISES IS MADE ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" CONDITION AND BASIS.

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NANCY FRIUDENBERG
DIRECTOR

JENNIFER CRAINER
ASSISTANT DIRECTOR



KATHY HOWARD
PROJECT COORDINATOR

LYNN PITZ
PROJECT COORDINATOR

BRAZORIA COUNTY COMMUNITY DEVELOPMENT DEPARTMENT

May 26, 2009

City of Freeport
200 W. Second Street
Freeport, TX 77541

Re: Reconstruction – 3230 Hwy 36, Freeport

To Whom It May Concern:

Please waive all permitting, building, and inspections fees for Residential Reconstruction for Mary Deas who resides at 3230 Hwy 36, and has been approved for assistance under the County's HOME Reconstruction/Rehabilitation Program. Brazoria County has contracted with Coastal Castles, LLC for the reconstruction of the home. Mr. Clint Peltier's address is PO Box 856, Danbury, TX 77534. Demolition has been set for the week of March 25th.

US Dept of Housing and Urban Development's HOME Reconstruction/ Rehabilitation program assists low to moderate income families repair their homes or, in the case that rehab is not feasible, reconstruct a new dwelling. These are grant funds from HUD that the County manages and distributes to participating jurisdictions throughout the County. This program not only helps the individual with a more suitable living environment, but also prevents the City's housing stock to become dilapidated, and in turn, promotes an increase in property values. The cost of the assistance is in the form of a deferred, forgivable loan which requires a lien to be placed on the property for a period of 10 years for rehabilitation, and 20 years for the reconstruction of the home. There is no mortgage payment required from the homeowner; however, they must maintain property taxes, insurance, and reside in the home for the period of the lien.

If you have any questions, please feel free to call Jennifer at (979) 864-1220 or myself at (979) 864-1860.

Sincerely,


Nancy Friudenberg
Director

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436 EAST MULBERRY, ANGLETON, TEXAS 77515

Angleton Area
(979) 864-1427

Brazosport Area
(979) 388-1427

Houston Area
(281) 756-1427

Fax Number
(979) 864-1089

THE LAW OFFICE OF
WALLACE SHAW, P. C.
Freeport, Texas 77542-1273

(979) 233-2411
Fax No. 233-4895

Mailing Address:
P.O. Box 3073

June 4, 2009

Delia Munoz
City Secretary
200 West 2nd St
Freeport, Texas

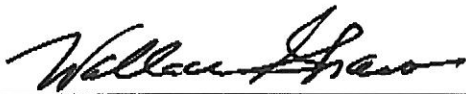
VIA FAX #(979)-233-8867

Re: Bidding for Gulf Blvd ROW adjacent to Block 708

Dear Delia:

Faxed herewith re thee plat and field notes which should be attached to the specs I e-mailed to you today. THESE DOCUMENTS DO NOT NEED TO BE ATTACHED TO THE NOTICE, ONLY THE SPECS AND THE SPECS DO NOT NEED TO BE PUBLISHED.

Sincerely Yours,

By 
Wallace Shaw, City Attorney

WNS:xv

Attachments

NOTICE: This facsimile is intended only for the use of the addressee. The information contained herein is privileged, confidential and exempt from disclosure under law. Unauthorized disclosures, dissemination or distribution is strictly prohibited. If you have received this facsimile in error, please promptly return all copies to the sender.

1100 Brazosport Blvd., Suite 10
shawpc@sbcbglobal.net

INVITATION TO BID

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

A portion of Gulf Boulevard Right-of-Way being 50 feet by 202.73 feet adjoining Block 708, Velasco Townsite, according to the map or plat recorded in Volume 32, page 14, of the Deed Records of Brazoria County, Texas, and lying between Skinner Street and Stratton Street.

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

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

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

MINIMUM ACCEPTABLE BID will be \$7,180.00.

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

Delia Munoz, City Secretary
City of Freeport, Texas

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

BID SPECIFICATIONS FOR SALE OF REAL PROPERTY

1. Any conveyance will be by "special warranty" deed, i.e. the City will bind itself, its successors and assigns, to Warrant and Forever Defend all and singular the title of said premises unto the successful Bidder, its, her, his or their heirs or successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through and under the City but not otherwise. Such conveyance shall be prepared by the City Attorney and such Bidder shall reimburse the City for the fee paid to the City Attorney. Any Bidder is hereby informed that, in providing such services, the City Attorney represents only the City and not the Bidder and that, if the Bidder desires to be represented, the Bidder must obtain the services of his, her, its or their own attorney.

2. Such deed shall further provide that, notwithstanding any provision therein to the contrary, the City makes no warranty of any nature or kind, whether statutory, express or implied, with respect to the physical condition of the real property which is the subject of this sale and the improvements, if any, thereon, and by the acceptance of such special warranty deed, the successful Bidder accepts such property and any improvements thereby conveyed "AS IS", "WHERE IS", "WITH ALL FAULTS" and without any representations or warranties by the City (except its special warranty of title as expressly set forth above).

3. Such deed shall further provide that it is made and accepted subject to any and all valid and subsisting easements, rights-of-way, conditions, exceptions, reservations, restrictions, covenants and other encumbrances properly of record affecting the title to the property thereby conveyed, including but not limited to any existing or future easements for drainage structures or utility lines, cables, poles and mains designated in such deed as reserved.

4. If the real property being offered for sale is unimproved and may be used for residential purposes, the CITY hereby states that, to the best of the CITY'S belief and knowledge as of the date such property is offered for sale, the following is the only information known to the CITY regarding the location of any transportation pipeline, including a pipeline for the transportation of natural gas, natural gas liquids, synthetic gas, liquified petroleum gas, petroleum or a petroleum product, or a hazardous substance: NONE.

5. Such deed shall state that the successful Bidder **ACKNOWLEDGES THAT THE CITY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN WARRANTY OF TITLE AS PROVIDED ABOVE), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY BEING CONVEYED, INCLUDING WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED THEREFROM, (C) THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY SUCH PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS, OR ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS OF SUCH PROPERTY FOR A PARTICULAR PURPOSE, (F) THE MANNER OR QUALITY OF CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO SUCH PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF SUCH PROPERTY, (H) ANY OTHER MATTER WITH RESPECT TO SUCH PROPERTY, AND SPECIFICALLY, THAT THE CITY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, OR THE DISPOSAL OR EXISTENCE IN OR ON SUCH PROPERTY OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER.**

6. Such deed shall further state that the successful Bidder FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT SUCH PROPERTY, BUYER IS RELYING SOLELY ON THE BUYER'S OWN INVESTIGATION OF SUCH PROPERTY, AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY THE CITY; that such Bidder FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF THE CITY WITH RESPECT TO SUCH PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT THE CITY HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OF COMPLETENESS OF SUCH INFORMATION; that THE CITY IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO SUCH PROPERTY OR THE OPERATION THEREOF FURNISHED BY ANY REAL ESTATE BROKER, OR ANY AGENT, EMPLOYEE OR SERVANT OF THE CITY OR OTHER PERSON; and that such Bidder FURTHER ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF SUCH PROPERTY AS PROVIDED FOR THEREIN IS MADE ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" CONDITION AND BASIS.

7. Bidder is hereby advised of the right of Bidder and at the expense of Bidder to obtain a POLICY OF TITLE INSURANCE or have an ABSTRACT OF TITLE to the property being offered for sale EXAMINED by an attorney selected by Bidder.

8. Closing costs shall be paid by the successful Bidder.

9. Taxes, if any, will be prorated to date of such deed.

10. Minimum acceptable bid will be \$7,180.00.

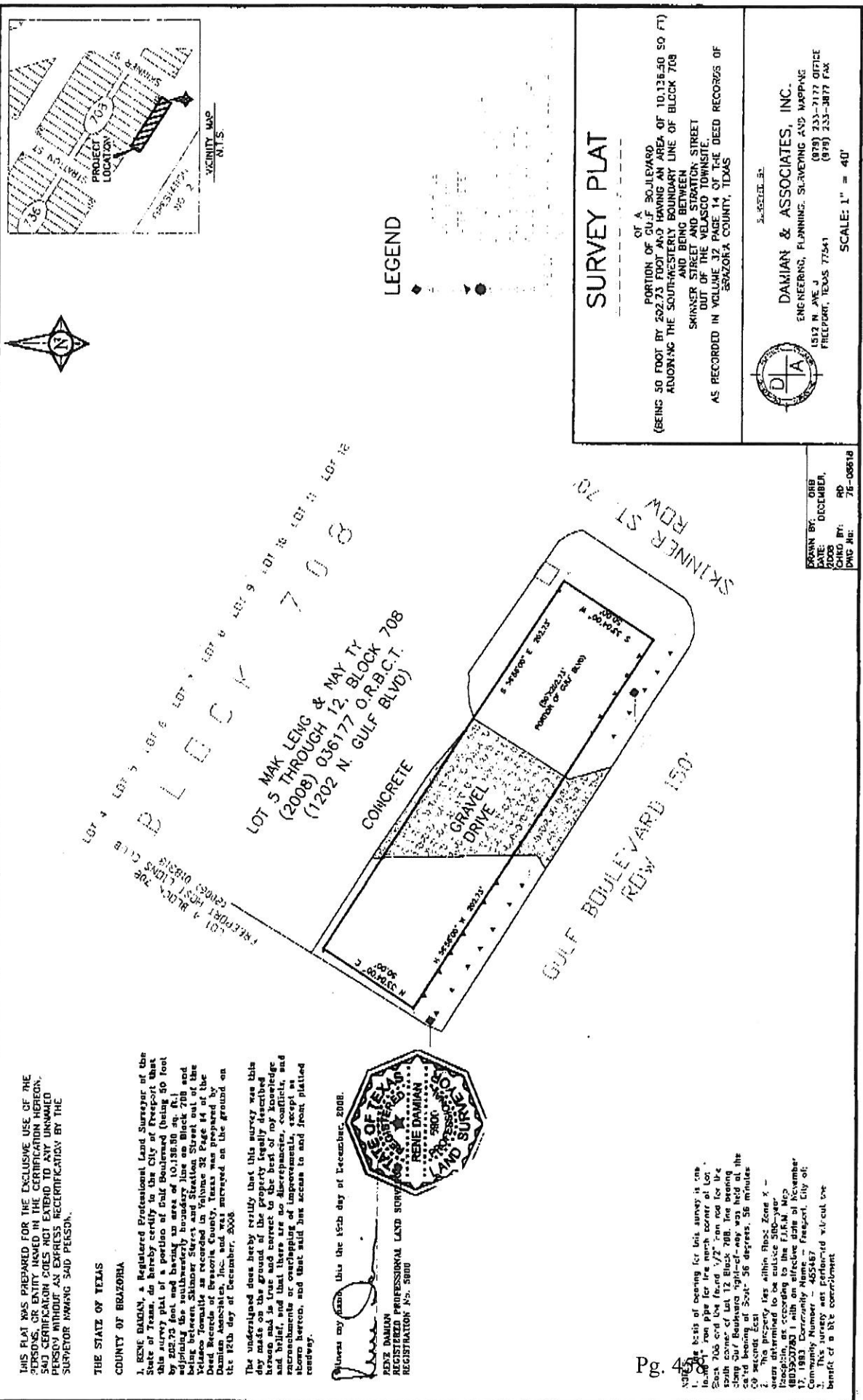
Copy received _____, 2008.

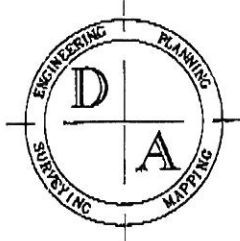
(Signature)

(Name Printed)

(Mailing Address)

(Telephone)





DAMIAN & ASSOCIATES, INC.
 ENGINEERING, PLANNING, SURVEYING AND MAPPING
 1512 N. AVENUE J
 FREEPORT, TX 77541
 BUSINESS (979) 233-7177
 FAX (979) 233-3877

**A PORTION OF GULF BOULEVARD (150' ROW)
 BEING A 50.00-FOOT. BY 202.73-FOOT (10,136.50 SQ. FT) TRACT
 ADJOINING BLOCK 708
 AND BEING BETWEEN SKINNER STREET AND STRATTON STREET
 OUT OF THE
 VELASCO TOWNSITE, BRAZORIA COUNTY, TEXAS
 DECEMBER 19, 2008**

A portion of Gulf Boulevard (150' ROW) being a 50.00-foot by 202.73-foot (10,136.50 sq. ft.) tract adjoining Block 708 and being between Skinner Street and Stratton Street out of the Velasco Townsite, Brazoria County, Texas as recorded in Volume 32 Page 14 of the Deed Records of Brazoria County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a found 1" iron pipe for the north corner of Lot 1 Block 708 out of the Velasco Townsite as recorded in Volume 32 Page 14 of the Deed Records of Brazoria County, Texas, said 1" iron pipe being the POINT OF COMMENCEMENT for this 50.00-foot by 202.73-foot tract;

THENCE, South 33 degrees 04 minutes 00 seconds West, along the southeasterly right-of-way of Stratton Street, a distance of 124.40 feet to the west corner of Lot 1, Block 708;

THENCE, South 56 degrees 56 minutes 00 seconds East, along the northeasterly right-of-way of Gulf Boulevard, a distance of 102.37 feet to a set ½" iron rod with cap, said iron rod being the north corner and the POINT OF BEGINNING for this 50.00-foot by 202.73-foot tract;


THENCE, South 56 degrees 56 minutes 00 seconds East, along the northeasterly right-of-way of Gulf Boulevard a distance of 202.73 feet to a found ½" iron rod, said iron rod being on the northwesterly right-of-way of Skinner Street and being the east corner for this 50.00-foot by 202.73-foot tract;

THENCE, South 33 degrees 04 minutes 00 seconds West, a distance of 50.00 feet to a set ½" iron rod with cap for the south corner of this 50.00-foot by 202.73-foot tract;

THENCE North 56 degrees 56 minutes 00 seconds West, a distance of 202.73 feet to a set ½" iron rod with cap for the west corner of this 50.00-foot by 202.73-foot tract;

THENCE, North 33 degrees 04 minutes 00 seconds East, a distance of 50.00 feet to the POINT OF BEGINNING and containing 10,136.50 square feet of land more or less.

This metes and bounds description is accompanied by a survey map prepared by Damian & Associates.


 Rene Damian
 Registered Professional Land Surveyor
 Registration No. 5900



**Interlocal Agreement between the
City of Freeport and the
Brazoria County Health Department**

This Interlocal Agreement ('Agreement') is entered into between the City of Freeport ("City"), and the Brazoria County Health Department ('Department'). The Department is a Local Health Department under Chapter 121 of the Health and Safety Code. The Interlocal Cooperation Act, Government Code Chapter 791, governs this Agreement. *This agreement has been approved by a separate order of the Brazoria County Commissioners Court being Order No. _____, dated _____, 2009 and of the City of Freeport dated _____, 2009.*

I. Purpose

Under a grant from the Texas Department of Health, the Department is required to plan and prepare for a public health emergency which may result from natural or man-made causes. During such an emergency, it may be necessary to immunize or treat all or large numbers of people in the area served by the City and Department. It is the desire of the Department to provide such immunization or treatment to the First Responders within the city and identified adjacent areas prior to the general public. First Responders are identified in the Brazoria County Emergency Management Plan, Attachment B in Appendix 8, Annex H.

The Department has concluded that the City possesses facilities that are qualified to serve as a Staff Medication Station (SMS) if immunization or treatment is necessary for First Responders. The City desires to be as helpful as possible in the event of a public health emergency, and agrees to make its law enforcement facilities available for purposes of First Responder immunization or treatment, under the terms set out below. The City and the Department have concluded that this contemplated use of the facilities is a "governmental function" as defined in the Interlocal Agreement Act, *Texas Government Code §791.003(D)*

II. Public Health Emergency

This agreement will go into effect only if:

- 1) The Commissioner of Health or the local health authority declare that large scale immunization or treatment is necessary as a control measure for an outbreak of communicable disease;
- 2) The parties shall agree to the location of the facility or facilities to be utilized pursuant to this agreement and the extent to which each such facility shall be utilized concurrently or prior to any control measure declaration being made.
- 3) The Department has the necessary stock pile of medications.

III. Obligations of the Department

- 1) The Department will supply or arrange for all equipment, vaccine, and medicine necessary to administer the vaccine or medication.
- 2) The Department will be responsible for disposal of medical waste and disinfection at the facility following its use for the emergency. The health authority will provide written assurance of its safety for use as a law enforcement facility following its use.
- 3) The Department is responsible for the acts and negligence of its employees or volunteers, under state and federal law; provider, however, that pursuant to section 421.062 (b)(1) of the Texas Government Code the Department is not responsible for any civil liability that arises from the furnishing of a service under this Interlocal contract.
- 4) The Department will be responsible for any damage to property belonging to the City as a result of its use during the public health emergency, and to the extent they can be determined, costs for utilities described in section IV below. This compensation is mutually agreed to be “an amount that fairly compensates the performing party” as stated in the Interlocal Cooperation Act. The amounts to be paid to the City will be paid from current revenues available to the Department.

IV. Obligations of the City

- 1) The City is responsible for allowing the use of the facility normally associated with its use as a law enforcement facility or at another facility acceptable to both parties. The City is responsible for providing use of all rooms, fixtures, and equipment existing at the facility that is necessary for on site use during the period of the emergency.
- 2) The City will provide at least one person on-site during the period of emergency use with access to the rooms, fixtures and equipment described above.
- 3) The City agrees to provide personnel, previously trained for service as a Medical Reserve Corps Volunteer. The City is responsible for the acts and negligence of its employees or volunteers, under state and federal law.
- 4) The City will supply or arrange for all equipment and personnel necessary for staffing, security, crowd control and other tasks.
- 5) The City will provide the Department with the number of First Responders needing treatment.
- 6) The City will obtain all medications from the Department at its location at 432 E. Mulberry, Angleton, Texas, or at another location as specified by the Department.
- 7) The City will return all undistributed medication to the Department.

V. Term

This agreement becomes effective when approved by the governing body of the City and Department. It may be canceled by either party by giving thirty days notice to the other party, otherwise it remains in effect for five years and may be renewed by mutual agreement.

Authorized Signature for City of _____

Date

Printed Name for City of _____

Interlocal Agreement between the City of Freeport and the Brazoria County Health Department

E. J. King, Brazoria County Judge

Date

*Leo D. O'Gorman, Director, Brazoria
County Health Department, Brazoria County
Local Health Authority*

Date

CITY OF FREEPORT CONTACT INFORMATION:

Name: _____

Title: _____

Phone #1: _____

#2: _____

#3: _____

Fax: _____

Email: _____

Name: _____

Title: _____

Phone #1: _____

#2: _____

#3: _____

Fax: _____

Email: _____

Name: _____

Title: _____

Phone #1: _____

#2: _____

#3: _____

Fax: _____

Email: _____



200 West 2nd Street • Freeport, TX 77541-5773

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PROPERTY MANAGEMENT

April 23, 2009

Jeff Pynes
City Manager

re: Lots 3-4, Block 797, (Und interest 1/2 acre)
1718-1720 North Avenue H, Velasco Townsite
Tax ID 8110-4043-000

Please place the following item on the May 4, 2009, City Council agenda:

Discuss / consider the sale of Freeport's interests in lots 3-4,
block 797, known as 1718-1720 North Avenue R, Velasco
Townsite, City of Freeport, Tax ID 8110-4043-000

Bid analysis and calculation sheets attached.

N C Hickey
Property Manager

attach

/s



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PROPERTY MANAGEMENT MEMO

Council Agenda Date: May 4, 2009

Agenda item:

Legal Description: Block 797, Lot 3-4 (Und interest 1/2 acre)
Street Address: 1718-1720 North Ave H, Velasco Townsite
Tax ID 8110-4043-000

Type of Property: Trust
Sheriff Sale Date: 11-13-03
Sheriff Deed Number: 2003072821
Years Taxes Delinquent: 19 years
Taxes extinguished by Sheriff Sale: \$ 596.30

Appraisal District Value: \$2,030.00
Offer by: Lamar Jordan \$ 350.00
Court Cost & Post Judgment: \$ 346.12
Liens: Paving & Care of Premises \$ 0

Amount Left to Distribute: \$ 3.58
Distribution Amount to Freeport: \$ 1.07

Zoning: R-2

Action: ☐ Accept Offer
☐ Reject Offer
☐ Re-agenda

COMMENTS:

Motion by _____ Second _____ Vote _____

Trust sale-Council action

BID ANALYSIS

Cause Number: 18786*T02

Account Number: 8110-4043-000

Offer Amount: \$350.00

Value \$: \$2,030.00

Person Offering: Lamar Jordan

Adjudged Value\$: \$700.00

Judgement Information

Taxing Entity	Tax Years	Amount Due
BC	1975-2001	\$108.76
BCED	1975-2001	\$43.68
Brazosport ISD	1975-2001	\$337.15
BRHND	1975-2001	\$27.59
Brazosport College	1975-2001	\$20.96
Velasco Drainage	1975-2001	\$36.34
Road Dist 34	1975-2001	\$0.00
City of Freeport	1975-2001	\$246.07

Total \$820.55

Costs

Court Costs	\$50.67	Sheriff Fees	
Publication Fees	\$41.60	Research Fees	\$150.00
Ad Litem		Recording fee's	\$25.00
Liens			0

Total \$267.27

Post Judgement Information

Taxing Entity	Tax Year's	
BC	2002-2009	\$11.62
BCED	2002-2009	\$0.00
Brazosport ISD	2002-2009	\$39.99
BRHND	2002-2009	\$1.97
Brazosport College	2002-2009	\$2.62
Velasco Drainage	2002-2009	\$2.01
Road Dist 34	2002-2009	\$0.00
City of Freeport	2002-2009	\$20.94

Post Judgment Total \$79.15

Proposed Distribution

Offer Amount \$350.00 Costs + P & J \$346.42

Net to Distribute \$ \$3.58

BC	13.25%	\$0.47
BCED	5.32%	\$0.19
Brazosport ISD	41.09%	\$1.47
BRHND	3.36%	\$0.12
Brazosport College	2.55%	\$0.09
Velasco Drainage	4.43%	\$0.16
Road Dist 34	0.00%	\$0.00
City of Freeport	30%	\$1.07

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PROPERTY MANAGEMENT

April 23, 2009

Jeff Pynes
City Manager

re: Lot 18, Block 779, Velasco Townsite
1611 North Avenue R, Velasco Townsite
Tax ID 8110-3887-000

Please place the following item on the May 4, 2009, City Council agenda:

Discuss / consider the sale of Freeport's interests in lot 18,
block 779, known as 1611 North Avenue R, Velasco Townsite,
City of Freeport, Tax ID 8110-3887-000

Bid analysis and calculation sheets attached.

N C Hickey
Property Manager

attach

/s



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(979) 233-3526 • Fax: (979) 233-8867 • www.freeport.tx.us

PROPERTY MANAGEMENT MEMO

Council Agenda Date: May 4, 2009

Agenda item:

Legal Description: Block 779, Lot 18
Street Address: 1611 North Ave R, Velasco Townsite
Tax ID 8110-3887-000

Type of Property: Trust
Sheriff Sale Date: 2-18-2004
Sheriff Deed Number: 2004012040
Years Taxes Delinquent: 19 years
Taxes extinguished by Sheriff Sale: \$ 596.30

Appraisal District Value: \$2,030.00
Offer by: Lamar Jordan \$ 350.00
Court Cost & Post Judgment: \$ 593.46
Liens: Paving & Care of Premises \$ 0

Amount Left to Distribute: \$ 0
Distribution Amount to Freeport: \$ 0

Zoning: R-2

Action: ☐ Accept Offer
☐ Reject Offer
☐ Re-agenda

COMMENTS:

Motion by _____ Second _____ Vote _____

Trust sale-Council action

BID ANALYSIS

Cause Number: 11636*T00 Account Number: 8110-3887-000

Offer Amount: \$350.00 Value \$: \$2,030.00

Person Offering: Lamar Jordan Adjuded Value\$: \$700.00

Judgement Information

Taxing Entity	Tax Years	Amount Due
BC	1982-1999	\$97.53
BCED	1982-1999	\$43.68
Brazosport ISD	1982-1999	\$296.25
BRHND	1982-1999	\$25.76
Brazosport College	1982-1999	\$18.37
Velasco Drainage	1982-1999	\$34.79
Road Dist 34	1982-1999	\$0.00
City of Freeport	1982-1999	\$224.71

Total \$741.09

Costs

Court Costs	\$186.00	Sheriff Fees	
Publication Fees	\$57.50	Research Fees	\$150.00
Ad Litem		Recording fee's	\$18.00
Liens			0

Total \$411.50

Post Judgement Information

Taxing Entity	Tax Year's	
BC	2000-2008	\$26.30
BCED	2000-2008	\$0.00
Brazosport ISD	2000-2008	\$91.39
BRHND	2000-2008	\$4.60
Brazosport College	2000-2008	\$5.85
Velasco Drainage	2000-2008	\$4.58
Road Dist 34	2000-2008	\$0.00
City of Freeport	2000-2008	\$49.24

Post Judgment Total \$181.96

Proposed Distribution

Offer Amount \$350.00 Costs + P & J \$593.46

Net to Distribute \$ -\$243.46

BC	13.16%	-\$32.04
BCED	5.89%	-\$14.35
Brazosport ISD	39.97%	-\$97.32
BRHND	3.48%	-\$8.46
Brazosport College	2.48%	-\$6.03
Velasco Drainage	4.69%	-\$11.43
Road Dist 34	0.00%	\$0.00
City of Freeport	30%	-\$73.82

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PROPERTY MANAGEMENT

April 23, 2009

Jeff Pynes
City Manager

re: Lots 20 (Und 1/2), Block 758, Velasco Townsite
1515, North Avenue N, Velasco Townsite
Tax ID 8110-3591-000

Please place the following item on the May 4, 2009, City Council agenda:

Discuss / consider the sale of Freeport's interests in lot 20 (Und 1/2)
block 758, known as 1515 North Avenue N, Velasco Townsite,
City of Freeport, Tax ID 8110-3591-000

Bid analysis and calculation sheets attached.

N C Hickey
Property Manager

attach

/s



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PROPERTY MANAGEMENT MEMO

Council Agenda Date: May 4, 2009

Agenda item:

Legal Description: Block 758, Lot 20 (Und 1/2)
Street Address: 1515 North Ave N, Velasco Townsite
Tax ID 8110-3591-000

Type of Property: Trust
Sheriff Sale Date: 11-13-2003
Sheriff Deed Number: 2003072821

Years Taxes Delinquent: 19 years
Taxes extinguished by Sheriff Sale: \$ 596.30

Appraisal District Value: \$1,020.00
Offer by: Lamar Jordan \$ 205.00
Court Cost & Post Judgment: \$ 285.94
Liens: Paving & Care of Premises \$ 0

Amount Left to Distribute: \$ 0
Distribution Amount to Freeport: \$ 0

Zoning: R-2

Action: ☐ Accept Offer
☐ Reject Offer
☐ Re-agenda

COMMENTS:

Motion by _____ Second _____ Vote _____

Trust sale-Council action

BID ANALYSIS

Cause Number: 18786*T02

Account Number: 8110-3591-000

Offer Amount: \$205.00

Value \$: \$1,020.00

Person Offering: Lamar Jordan

Adjusted Value\$: \$350.00

Judgement Information

Taxing Entity	Tax Years	Amount Due
BC	1982-2001	\$82.79
BCED	1982-2001	\$16.16
Brazosport ISD	1982-2001	\$225.13
BRHND	1982-2001	\$22.12
Brazosport College	1982-2001	\$15.51
Velasco Drainage	1982-2001	\$32.15
Road Dist 34	1982-2001	\$0.44
City of Freeport	1982-2001	\$202.00

Total \$596.30

Costs

Court Costs	\$50.67	Sheriff Fees	
Publication Fees	\$41.60	Research Fees	\$150.00
Ad Litem		Recording fee's	\$4.17
Liens			0

Total \$246.44

Post Judgement Information

Taxing Entity	Tax Year's	
BC	2002-2008	\$5.79
BCED	2002-2008	\$0.00
Brazosport ISD	2002-2008	\$19.96
BRHND	2002-2008	\$0.98
Brazosport College	2002-2008	\$1.31
Velasco Drainage	2002-2008	\$1.00
Road Dist 34	2002-2008	\$0.00
City of Freeport	2002-2008	\$10.46

Post Judgment Total \$39.50

Proposed Distribution

Offer Amount \$205.00

Costs + P & J \$285.94

Net to Distribute \$ -\$80.94

BC	13.88%	-\$11.24
BCED	2.71%	-\$2.19
Brazosport ISD	37.75%	-\$30.56
BRHND	3.71%	-\$3.00
Brazosport College	2.60%	-\$2.11
Velasco Drainage	5.39%	-\$4.36
Road Dist 34	0.07%	-\$0.06
City of Freeport	34%	-\$27.42

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PROPERTY MANAGEMENT

May 20, 2009

Jeff Pynes
City Manager

re: Lot 9, Block 25, Freeport Townsite
230 East 8th Street
Tax ID 4200-0322-000

Please place the following item on the June 1, 2009, City Council agenda:

Discuss / consider the sale of lot 9, Block 25, Freeport
Townsite, known as 230 East 8th Street, Tax ID No.
4200-0322-000

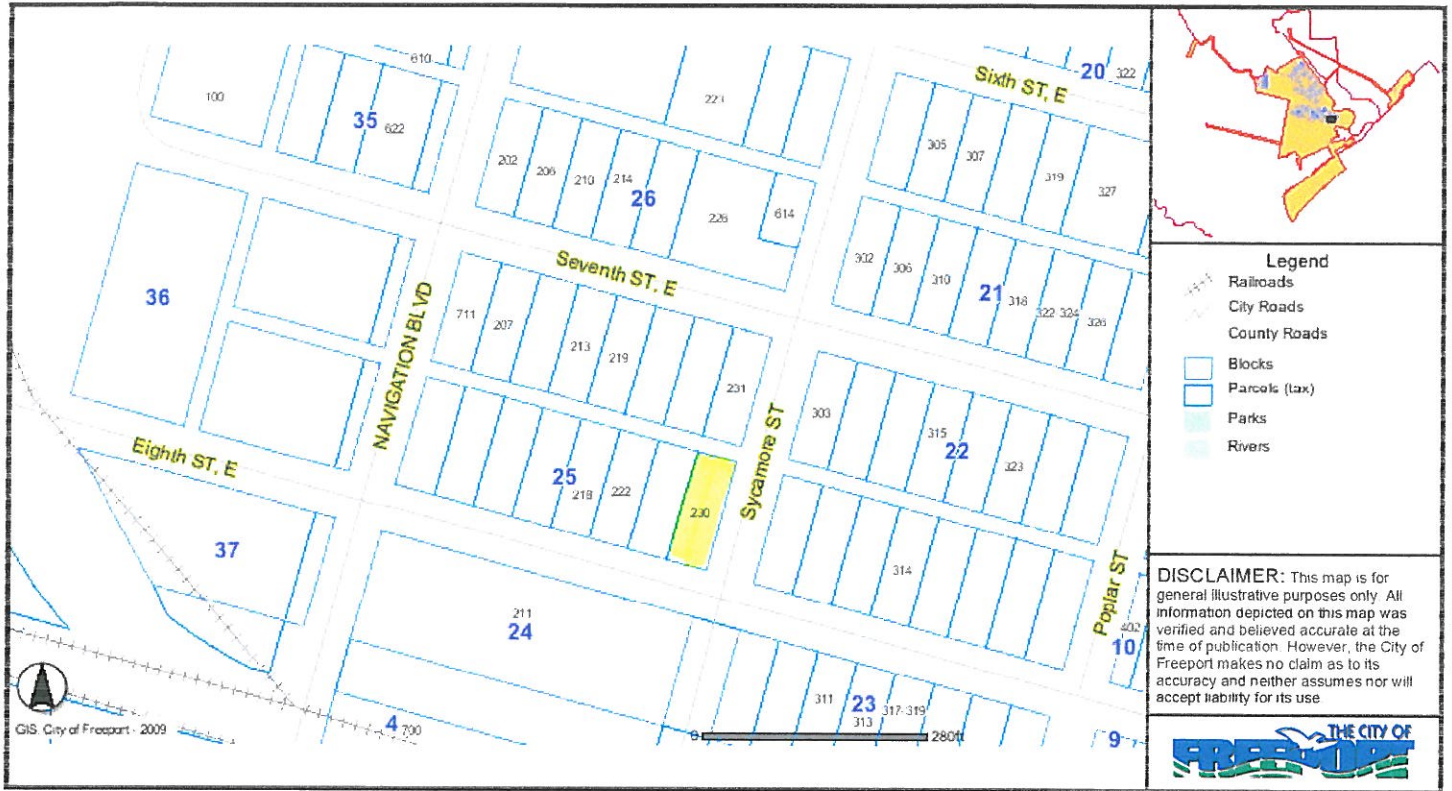
Liens outstanding liens to the City have been paid.

Location map, bid analysis and calculation sheet attached.

N C Hickey
Property Manager

attch

/s



PROPERTY MANAGEMENT MEMO

Council Agenda Date: April 6, 2009

Agenda item:

Legal Description: Block 25, Lot 9
Street Address: 230 East 8th Street, Freeport Townsite
Tax ID 4200-0322-000

Type of Property: Trust
Sheriff Sale Date: 8-31-04
Sheriff Deed Number: 04-057453

Years Taxes Delinquent: 5 years
Taxes extinguished by Sheriff Sale: \$3,107.60

Appraisal District Value: \$1,400.00
Offer by: Port Freeport \$1,400.00
Court Cost & Post Judgment: \$ 166.00
Liens: Paving & Care of Premises \$4,269.00 **

Amount Left to Distribute: \$ 0
Distribution Amount to Freeport: \$ 0

Zoning: R3

Action: ☐ Accept Offer
☐ Reject Offer
☐ Re-agenda

COMMENTS:

** Liens paid 1-29-09, Port check #5573

Motion by _____ Second _____ Vote _____

Trust sale-Council action

BID ANALYSIS

Cause Number:

Account Number:

Offer Amount:

2002 adjudged value:

Person Offering:

2008 current value:

Judgement Information

Taxing Entity	Tax Years	Amount Due
Brazoria County	Thru 2001	\$421.28
BCED	Thru 2001	\$0.00
Brazosport ISD	Thru 2001	\$1,550.08
BRHND	Thru 2001	\$85.90
Brazosport College	Thru 2001	\$89.74
Velasco Drainage	Thru 2001	\$85.89
City of Freeport	Thru 2001	\$874.71

Total \$3,107.60

Costs

Court Costs	\$832.00	Sheriff Fees	
Publication Fees	\$149.40	Research Fees	\$150.00
Ad Litem		Recording fee's	\$18.00
Liens			\$4,574.75
			City of Freeport (2002)

Total \$5,524.15

Post Judgement Information

Taxing Entity

Tax Year's

Brazoria County	2002-2006	\$135.66
BCED	2002-2006	\$0.00
Brazosport ISD	2002-2006	\$464.72
BRHND	2002-2006	\$22.88
Brazosport College	2002-2006	\$29.07
Velasco Drainage	2002-2006	\$23.31
City of Freeport	2002-2006	\$245.03

Post Judgment Total \$920.67

Proposed Distribution

Offer Amount

\$1,400.00

Costs + P & J

\$6,444.82

Net to Distribute \$

-\$5,044.82

Brazoria County	13.56%	-683.90
BCED	0.00%	0.00
Brazosport ISD	49.88%	-2,516.37
BRHND	2.76%	-139.45
Brazosport College	2.89%	-145.68
Velasco Drainage	2.78%	-139.43
City of Freeport	28.15%	-1,419.99

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10/9/2007



Tuesday May 19, 2009

Chief Pynes
City Manager
City of Freeport
200 West 2nd Street
Freeport, Texas 77541
Phone (979) 233-3526
jpynes@freeport.tx.us

Dear Chief Pynes,

Thank you for giving us the opportunity to bid on your web site project. We are confident that the netStartEnterprise CMS solution used in our proposal will provide you with the tools, and the professional image that you want to project to the community.

Please review the following proposal, which includes a Scope of Work, Specifications, and a Pricing Schedule. We will be more than happy to provide you with any other information needed to assist you in your decision. Also, take a minute to re-visit our web site at www.eztask.com to see what others are doing with our products.

I will follow up with you soon to answer any questions you may have about the proposal. Thank you again for your interest in EZTASK Inc.

Sincerely,

Glenn Schalles
EZTASK Inc.
Office Phone (281) 239-3227
Toll Free 1-800-921-6764 ext. 706
Fax (281) 239-7095
glenn@eztask.com



Proposal to
City of Freeport, Texas
for
netStartEnterprise™
Content Management System

Website project hosting on EZTASK servers

prepared by
ezTask.com, Inc.
1305 FM 359 Suite L
Richmond, Texas 77469
QISV Vendor ID: 1760606010500
QISV Vendor #41361

Confidential ezTask.com, Inc.
Reference Number: NSEFRE051909



Table of Contents

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netStartEnterprise™
For website Implementation

Scope of Project

netStartEnterprise™ is a Content Management System (CMS) that will reduce the development and maintenance costs for the City of Freeport web infrastructure. With netStartEnterprise™, the City of Freeport website can be managed from an easy-to-use web-based tool set.

netStartEnterprise™ provides administrators and content managers with the ability to post content to the web with an easy-to-use "point and click" interface, simplifying the content management process and reducing the time and cost associated with website management. On the administrative side, netStartEnterprise™ provides administrators with the ability to distribute workflow and control authoring, editing, publishing, and access rights to departments, groups, or individuals. Existing web applications can be integrated into netStartEnterprise™ to create a robust and effective web communications infrastructure.

netStartEnterprise™ has been successfully implemented in business, municipal, and K-12 education systems across Texas, including a Department of Education, City and County Offices, and several Independent School Districts.

For City of Freeport, EZTASK proposes to provide the following:

- Analyze the current website, assessing content publishing needs, including content, applications and authoring processes
- Design a look and feel for the City of Freeport website that will reflect the professionalism and dedication of the organization's objectives and goals
- Design and create netStartEnterprise™ templates from artwork provided by City of Freeport (logos, colors, etc) that reflect the professional image of City of Freeport
- Provide netStartEnterprise™ content management tools for City of Freeport to automate and distribute the web authoring process
- Provide website hosting on EZTASK servers (includes bandwidth, disk space, nightly backups, software updates, support and maintenance) for duration of contract period
- Provide online netStartEnterprise™ content management training for City of Freeport content managers and IT staff
- Provide netStartEnterprise™ training materials for City of Freeport IT staff



Price Proposal – City of Freeport website redesign and hosting on EZTASK servers

EZTASK Inc., will provide netStartEnterprise™ as a CMS solution for City of Freeport, Texas. The netStartEnterprise™ software will be hosted on EZTASK servers and priced as a software usage fee. Bandwidth, disk space, nightly backups, software updates, support and maintenance included for duration of contract period.

Items	Quantity	Cost
<u>netStartEnterprise™ License Fee:</u> <u>Unlimited tool access</u>	1	\$4,100
<u>Design and create netStartEnterprise™ templates</u>	1	Included
<u>One Time Setup Fee: per server</u>	1	900
<u>Migrate existing website content to new netStartEnterprise™ website (Optional)</u>	15 hrs. @ \$75/per	1,125
<u>Website hosting on EZTASK servers</u>	1 year	Included
<u>Online Training Session for Content managers and Administrators</u>	1 day	Included
		Total: \$ 6,125

*Recurring annual hosting fee: \$1,200.00



Price List:

The following prices are subject to change without notice.

Products and Services	Description	Fees
netStartEnterprise™ Project license: Content Management System software	Advanced level CMS for websites. Robust CMS tools with advanced features for content rich, multi user websites.	\$4,100
netStart Database Module	Create extensive database list by importing a .CSV generated from an Excel spreadsheet. Create staff directories, press release archives, etc.	\$ 1,100
netStartEnterprise™ Employment Module (Multi-user version)	Post your jobs to the Internet and receive job applications and resumes. Auto-responder emails to notify author of job(s) applied for.	\$ 6,500
netStartEnterprise™ Employment Module (Single-user version)	Post your jobs to the Internet and receive job applications and resumes. Auto-responder emails to notify author of job(s) applied for.	\$ 4,550
netStartEnterprise™ Site Search Engine	Website Search Engine customized for your website. Replaces third party search engines like Google.	\$ 1,100
Custom Design Services	Our creative graphic art specialists can create a unique design for your new website	\$ 5,000
Web Management Services (Fees based on blocks of hours)	ezTask can manage all aspects of your netStartEnterprise™ website including content updates, image creation and more	\$ 50 - \$ 75 /hr.
Web Content Migration	ezTask can migrate your existing web pages to you're netStartEnterprise™ project	\$ 75 /hr.
Custom Application Development	Custom web based application design and programming	\$ 75 - \$ 125 /hr.
Onsite Training	Hands on Training at your facility by a qualified netStart Instructor (Plus travel expenses)	\$ 750 /day
Web Hosting	Let us host your netStart project. Full web hosting services are provided as an option for all netStart products that includes nightly backups, bandwidth, storage, etc.	By Quote



Customer References:

County of Burnet, Texas

220 S. Pierce
Burnet, Texas 78611
Contact: Connie Morris
Title: Technology Director
Phone: (512) 715-5286
techsup@burnetcountytexas.org

City of Alvin, Texas

216 West Sealy
Alvin,, Texas 77511
Contact: Mary Dearing
Title: Secretary to City Manager
Phone: (281) 388-4230
Email: mdearing@cityhall.cityofalvin.com

City of Harker Heights, Texas

305 Miller's Crossing
Harker Heights, Texas 76548
Contact: Gary Bates
Title: Technology Director
Phone: (254) 953-5609
gbates@harkerheights.com

City of Rosenberg Texas (Economic Development)

2110 Fourth Street
Rosenberg, Texas 77471
Contact: Matt Fielder
Title: Economic Development Director
Phone: (281) 595-3330
mattf@ci.rosenberg.tx.us

City of Harlingen, Texas

118 East Tyler
Harlingen, Texas 78550
Contact: Charley Kidder
Title: Director of Technology
Phone: (956) 256- 5034
ckidder@myharlingen.us

City of Mount Vernon, Texas

PO BOX 597
Mount Vernon, Texas 75457
Contact: Tina Rose
Title: City Secretary
Phone: (281) 342-3211
tarose@comvtx.com

Burnet County Department of Tourism

220 S. Pierce Street
Burnet, Texas 78611
Contact: Teri Freitag
Title: Director of Tourism
Phone: (512) 715-5278
tourism@burnetcountytexas.org

Dickinson ISD

4512 Highway 3
Dickinson, Texas 77539
Contact: Trudy Ledoux
Title: Director of Technology
Phone: (281) 229-6124
tledoux@dickinsonisd.org