



**AGENDA
REGULAR MEETING
FREEPORT CITY COUNCIL
MONDAY, NOVEMBER 15, 2021 at 6:00 P.M.**

Mayor:
Brooks Bass

Council Members:
Jeff Pena
Jerry Cain
Mario Muraira
Troy Brimage

City Manager:
Timothy Kelty

THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, WILL MEET ON MONDAY, THE 15th DAY OF NOVEMBER, 2021, AT 6:00 P.M., AT THE FREEPORT, POLICE DEPARTMENT, MUNICIPAL COURT ROOM, 430 NORTH BRAZOSPORT BOULEVARD FREEPORT TEXAS

YOU MAY JOIN THE PUBLIC MEETING REMOTELY BY TELECONFERENCE BY DIALING:

(425) 436-6312 AND USING ACCESS CODE 5678901#

OR

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REMOTE PARTICIPANTS WILL NOT BE ABLE TO ADDRESS COUNCIL DIRECTLY. COMMENTS FROM REMOTE PARTICIPANTS MUST BE SENT VIA EMAIL TO publiccomments@freeport.tx.us ANY TIME PRIOR TO, OR DURING THE MEETING ALL COMMENTS RECEIVED WILL BE READ ALOUD INTO THE RECORD.

THE MEETING IS BEING HELD FOR THE FOLLOWING PURPOSES:

CALL TO ORDER: *The Mayor will call the meeting to order, declare a quorum if present, and declare notices legally posted pursuant to Open Meetings Act.*

INVOCATION AND PLEDGE OF ALLEGIANCE: (Council Member)

CITIZENS' COMMENTS:

Members of the public are allowed to address the City Council at this time, and must include name and address. *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.

PRESENTATIONS/ANNOUNCEMENTS: Announcements by Mayor, City Council and/or Staff.

1. Presentation of Employee of the Month, for the month of October. **(Kelty)**

CONSENT AGENDA:

Consent Agenda items are considered to be routine in nature and may be acted upon in one motion. Any item requiring additional discussion may be withdrawn from the Consent Agenda by the Mayor, Councilmember or City Manager, and acted upon separately

2. Consideration and possible action on the approval of City Council meeting minutes from November 1, 2021. **(Wells)**
3. Consideration for road closure for MLK Parade on January 17, 2022. **(Wells)**
4. Consideration and possible action approving the Brazoria County Firefighters Association Annual Fire Protection Agreement. **(Motley)**
5. Consideration and possible action approving the Mayor to sign the annual Storm Water Report. **(Tolar)**

COUNCIL BUSINESS – REGULAR SESSION:

6. Consideration and possible action on Ordinance No. 2021-2651, to authorize the placement of speedbumps in certain segments of streets in Downtown, and an Ordinance No. 2021-2652 reducing speeds limits for certain segments of 2nd Street, Broad, Park Ave. and Nat Hickey Lane. **(Pena)**
7. Consideration and possible action approving Ordinance No. 2021-2647 for Budget Amendment #1 for FY 2021-2022. **(Ezell)**
8. Consideration and possible approving Ordinance No. 2021-2640 approving Short-Term Rentals. **(Kelty)**
9. Consideration and possible action approving Resolution No. 2021-2712 amending the Master Fee Schedule for Short Term Rentals. **(Kelty)**
10. Consideration and possible action on Resolution No. 2021-2718 accepting proposal for solid waste service and giving notice of award. **(Kelty)**
11. Consideration and possible action approving the Grant Agreement for the GLO \$5.93 Million 2016 Flood HUD Mitigation, for I & I. **(Ezell)**
12. Discussion and guidance on the levee walk trail. **(Petty)**
13. Consideration and possible action to remove Board Members from the Freeport Economic Development Corporation Board. **(Brimage)**
14. Discussion and possible action regarding transferring land from Texas Parks and Wildlife Parkland Protection Program. **(Kelty)**
15. Discussion and possible action regarding an Ordinance establishing procedures and deadlines for items requested by one or more Council Members to be placed on the City Council Agenda. **(Pena)**
16. Consideration and possible action approving the full compliance review of all current 380 Agreements through the City and EDC. **(Pena)**
17. Discussion regarding an Ordinance No. 2021-2648 to require all City Council and Public Board Members to disclose: All current Real Estate Assets in Brazoria County held in their personal name, immediate family's name, business name. All Business Entities owned or partnered in Texas. Any and all business agreements with any other Board or Council member. Any and all agreements or contracts with the city. **(Pena)**

WORK SESSION:

18. The City Council may deliberate and make inquiry into any item listed in the Work Session.

- A. Mayor Brooks Bass announcements and comments.
- B. Councilman Pena Ward A announcements and comments.
- C. Councilman Cain Ward B announcements and comments.
- D. Councilman Muraira Ward C announcements and comments.
- E. Councilman Brimage Ward D announcements and comments.
- F. City Manager Tim Kelty announcements and comments.
- G. Updates on current infrastructure.
- H. Update on reports / concerns from Department heads.

CLOSED SESSION:

19. Executive Session regarding a.) (Potential Litigation) consultation with city attorney, b.) (Deliberations about Real Property), East End, and Brazos Cove, in accordance with Vernon's Texas Government Code Annotated, Chapter 551, Sections 551.071, 551.072.

COUNCIL BUSINESS – REGULAR SESSION:

ADJOURNMENT:

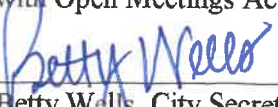
20. Adjourn.

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).

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).

ACCESSIBILITY STATEMENT This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (979) 233-3526.

CERTIFICATE I certify the foregoing notice was posted in the official glass case at the rear door of the City Hall, with 24 hours a day public access, 200 West 2nd Street, Freeport Texas, before 6:00 p.m. in accordance with Open Meetings Act.


Betty Wells, City Secretary,
City of Freeport, Texas

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Monday, November 1, 2021 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 Brooks Bass
- Councilman Jeff Pena
- Councilman Jerry Cain
- Councilman Mario Muraira
- Councilman Troy Brimage

Staff:

- Tim Kelty, City Manager
- Betty Wells, City Secretary
- Cathy Ezell, Finance Director
- Chris Duncan, City Attorney
- Lance Petty, Public Works Director
- Chris Motley, Fire Chief
- Kacey Roman, Building Official
- LeAnn Strahan, Destinations Director
- Ray Garivey, Freeport Police Chief
- Clarisa Molina, Administrative Assistant

Visitors:

Landis Adams	Gina Adams
Kenny Hayes	Larry Fancher
Melanie Oldham	Raven Wuebker
Sabrina Brimage	Sam Reyna
Manning Rollerson	Nicole Mireles
Dania Moreno	Lorenzo Gomez
Jose Montoya	Sandra Barnett
Jim Barnett	Sandra Loeza
Pam Dancy	Eric Hayes
Ed Garcia	Mary Garcia
Diane McCleaster	Ruben Renobato
Bryan Bruce	Zach Dully, Vulcan

Visitors, Via Teleconference:

Laura Tolar	Robert Cramer
Vander Williams	Amanda Petty
George Hawkins	Tyler Lowe
Yvette Ruiz	Lila Diehl
Lauralee Ellis	Jen Hawkins
Eddie Saucedo	

Call to order.

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

INVOCATION AND PLEDGE OF ALLEGIANCE:

Invocation was led by City Manager Tim Kelty, Pledge was led by Mayor Brooks Bass.

CITIZENS' COMMENTS:

Diane McCleaster, 97 Dolphin Lane spoke to council of her concerns of tabling the proposed Short-Term Rental Ordinance, on the October 18, 2021 meeting. She said the reason to table this ordinance, was owners of Short-Term Rental properties did not receive notice of this proposed ordinance. Ms. McCleaster said that notice must be published once the ordinance is passed. She said that Councilman Pena has four Air B & B listings in Freeport, and it appears to be the most of any single host, in our area. She said that she appreciates that he is trying to revitalize Freeport, and his properties meet most of the requirements per this proposed ordinance. Ms. McCleaster said that it seems to her that his request to table this ordinance as a member of council, on the October 18, 2021 is self-serving, and in conflict with his council service. She said to please reconsider this proposed ordinance and bring it to a vote.

Lorenzo Gomez, 314 South Ave C spoke to council of his concern of a reroof of a building on his property. He said he has not received his original survey back from the city. He said that he has lived in the city for 50 years, and he has owned a business. Mr. Gomez said that the he was told his grease trap is not in compliance, and that he has received citations for his property. He said that he is being harassed and that the citations need to be dismissed and he needs to be reimbursed for the 20 hours community service he has worked because the citations were issued under the previous building official.

Manning Rollerson spoke to council of his concern of Conflict of Interest. He said that Council Members are buying taxable property and removing it off of the tax roll. He said there is a conflict of interest in this. He said that the city owes him money from the taxes that he has paid to maintain the levy. He said the city illegally sold the levy to private property owners and that state officials told him this was not allowed. He spoke to council about his father being told to paint his garage. Mr. Rollerson said that the city cannot tell a resident to paint their personal property.

Jose Montoya said that he has been in Freeport for the last 35 years. He said during this time he has been involved, in the parks, school and the church. He said the majority of his time has been dedicated to the Freeport Soccer Club and the Medical Center. He said over the years, Mayors and council have come and gone, he said some of you may know me. Mr. Montoya said that he represents the Freeport Soccer Club, and he wants to speak to council about condition the Soccer Field is in. He said it is a shame that we do not have soccer fields appropriate to accommodate our kids. There is no electricity and we have no lights in the restrooms. He said that it is a shame that the city does not have an appropriate field for our youth. He said that it is embarrassing, to go to a County meeting and be asked to host a tournament, and have to turn it down because we do not have soccer fields to accommodate. He said that he has talked to past council and Mayors and there have been a lot of empty promises. Mr. Montoya said I hope that this council will do something for this sport, for our kids in Freeport. Mr. Montoya said that we are losing our youth to other cities because our fields are so bad.

PRESENTATIONS/ANNOUNCEMENTS: Announcements by Mayor, City Council and/or Staff.

Presentation of quarterly investment report.

Finance Director, Cathy Ezell presented to council the fourth quarter investment report for 2021.

Presentation by City Attorney on investigation of Boys and Girl Club Property purchase by Councilman Pena.

Nicole Mireles asked if we got an independent investigator to do this investigation, or was this done internally? Mayor Bass said that the investigation was done by City Attorney, Chris Duncan with the help of TML.

Ed Garcia, 1924 North Ave G said that his feels that City Council should have appointed an independent investigator, because Councilman Pena is on council and a Board Member of the Freeport EDC. He said that he hopes council will reconsider and appoint an independent investigation into this matter.

Mayor Bass said that this has been going on for a while and this is the first he has heard of a request for an independent investigation. He said that he believes council has followed policy.

City Attorney, Chris Duncan presented to council the investigation of Boys and Girl Club Property purchased by Councilman Pena. He said that he does not represent individual city council members, he is the attorney of the council as a whole. Mr. Duncan said that there was a comment made in citizens comments a few months back that Councilman Pena needed to be looked into with regard to his purchase of the property at 202 W. 1st Street, The Boys and Girls Club. He said that the Boys and Girls Club was not part of a proposed development by a developer. Mr. Duncan said that he investigated this allegation along with TML. He laid out a timeline of events from February 2020 until September 2020, before the purchase of the property. Mr. Duncan said that there were over 500 emails reviewed. He spoke with EDC Members that were on the board at the time, reviewed Brazoria County Property Records, spoke with Directors and Members of the Boys and Girls Club, spoke with City Bond Council that had been working with the Developer that was interested in developing in Freeport. He said that he reached out to Marinel Music, who is the one that brought the allegation forward, with no reply from her. Mr. Duncan said that he read emails from the Mr. Pena, and the Boys and Girls Club. Mr. Duncan said that in conclusion Councilman Pena's, interest in the Boys and Girls Club had nothing to do with his membership on the EDC Board, he said that when Councilman Pena discussed this property with the Boys and Girls Club the developer was looking at different property. When the contract was signed, the developer had communicated they could not get financing and they were not going to do any deals in the City of Freeport. TML agrees that there were no concerns of any ethical violations.

Councilman Brimage asked City Attorney, Chris Duncan if he spoke with Amber Newman with the Boys and Girls Club? Mr. Duncan said yes this is who he spoke with. Councilman Brimage asked if Ms. Newman mentioned trading this building to the City? Mr. Duncan said no, she never mentioned this.

Chris Duncan said that Mr. Pena paid asking price of the building, and this was voted on and approved by the Boys and Girls Club, Board Members.

Mayor Bass said that this this report has been finalized. He said that this report is available if the public would like to review.

Manning Rollerson said that this is a conflict of interest.

Pam Dancy said that there while there were no ethical violations in this transaction, she said he is a member of the City Council and this should have been brought up to the board that the property was up for sale.

Councilman Pena said that speaking on his behalf, has become a reoccurring theme, since he started volunteering here in Freeport. He said that he hopes council will develop a process, that will require a set of processes and evidence, before the city takes on any future investigations. He said if not then we risk what happened tonight, unfair allegations that will continue with the petty politic attacks. He said we need to clean this up. He said that council should pass an ordinance to disclose assets and holdings by all council and board members within the city.

CONSENT AGENDA:

Consideration and possible action on the approval of City Council meeting minutes from October 18, 2021.

Consideration for road closure for St Mary Star of the Sea Catholic Church for the Solemnity of Christ the King procession.

Consideration and possible action approving Resolution No. 2021-2715 lifting the Emergency Declaration.

On a motion by Councilman Brimage, seconded by Councilman Cain, with all voting "Aye" 5-0 Council unanimously approved item numbers 3-5 on the Consent Agenda.

COUNCIL REGULAR AGENDA:

Consideration and possible action approving of the annual streets contract and listing of streets for the Interlocal Agreement Brazoria County for 2021-2022.

Public Works Director, Lance Petty presented to council the annual streets contract and listing of streets for the Interlocal Agreement Brazoria County for 2021-2022. He said that staff recommends that council authorize and execute a contract with Brazoria County and the list of asphalt streets for FY21-22. He said that list was presented to council at the last city council meeting for the total estimated cost of \$382,972.93, he said this is the material cost only. Prior to the meeting, Councilman Muraira submitted four additional streets, one being concrete and they were included for consideration. The beach entrance, and golf course road will utilize grant funding. Mr. Petty said Councilman Pena submitted a list of streets later, as well, and those were passed out at the beginning of the meeting.

Councilman Muraira said that he sees an unfair balance. He said that he feels his streets are in bad condition. He said that Ward A only received 20,000 SQ FT. Ward B received 16,000 SQ FT. Ward C 37,236 SQ FT. Ward D was the highest with 111,622 SQ FT. Councilman Muraira said that he does not feel that this is a fair balance. He said that he would like to see more in his Ward. He said that he submitted these streets last year and they did not make it. He wants to know why he wasn't told that they would not make it this year, he said he would appreciate more communication by the City Manager.

Councilman Brimage said that we are one city, not just one Ward. We hire professionals to tell us which roads need attention. He advised Councilman Muraira to request an increase to the budget. Brimage said you don't take away from one Ward to fix another Ward.

Councilman Cain told Councilman Muraira that this is just asphalt streets, not concrete. He said that you may see next year, there is more concrete streets in one ward than the other. Councilman Cain said that he agrees that this list of streets is what is best for the city.

Councilman Muraira said that Councilman Brimage was correct about a few things, but he has noticed a lot of political under givings. Councilman Muraira said for example the current asphalt streets that are being worked on, his ward is the last one to be completed, and the county has not done much. Councilman Muraira asked, if the streets in Ward D were such a priority, why weren't they a priority last year? Mayor Bass said that some of these streets were put in by Councilman Yates.

Councilman Brimage asked Mr. Petty if he (Mr. Brimage) had submitted any streets to him? Mr. Petty said no sir.

Mayor Bass asked Councilman Muraira to please explain what he means by political under pinning? Councilman Muraira said, "it is what, it is meant to be". He said that there is constant pressure, and not enough being done to meet needs that he has spoken about. Mayor Bass said if you are talking about the county, we do not have a lot of control on which streets they start on, he said that there are no political under pinning on this what so ever. Mayor Bass said that he does not see how Councilman Muraira can say that this is political under pinning, and does not know how Councilman Muraira can make ambiguous accusations. He said that this is the problem that disintegrates the unity of this council, and keeps us from moving forward. Mayor Bass asked that Councilman Muraira be specific of the political under pinning which he is talking about. Councilman Muraira said there can be better communication with the County, he said that he has addressed it with Mr. Kelty. Mayor Bass asked if Councilman Muraira has called Dude Payne, Councilman Muraira said no sir. He said that he has spoke with Mr. Kelty, and Mr. Kelty has said that he has spoke with the County. Councilman Muraira said that he has not spoken with Dude Payne, but did speak with Joe Alvarado. He said this is Mr. Kelty's job. Mayor Bass said it is Mr. Kelty's job, as well as it is the job of the council. Because we represent the people of the city. Mayor Bass said if you have an issue with the County, call Dude Payne.

Councilman Pena said he did some simple math, Ward A has 10%, Ward B has 8%, Ward C has 20% and Ward D has 60%. He said that we should have a balanced approach going forward. He asked if we are under the gun tonight, we can try to get a balanced approach. Mayor Bass said that we are under the gun. Councilman Pena said that he met with Mr. Kelty with street needs in Ward A. He asked if they were included in this list? Mr. Petty said that there is a separate list with Ward A additional streets and alleys. Mr. Petty said that the 2nd Beach entrance street was not included in the original list.

On a motion by Councilman Brimage, seconded by Councilman Cain, with discussion that followed

Councilman Pena asked if when can look to add the 2nd Beach entrance. If so, can we consider to do it under a budget amendment. Mayor Bass said that this will be discussed with anything we do with Bryan Beach.

Mayor Bass called the motion for a vote, with a 4-1 vote, Council approved of the annual streets contract and listing of streets for the Interlocal Agreement Brazoria County for 2021-2022. Councilman Muraira voted "Ney".

Public Works Director, Lance Petty spoke to council about the information with the lights at the soccer fields. He said that the main transformer at the school had issues, and the school is not going to have this repaired. Mr. Petty said that he has spoken with Ron Saures and John Salinas with Centerpoint, he said that he was sent to another division of Centerpoint to get an EISD Number with an address. Mr. Petty said that Laura Tolar has given an address to this corner lot, and it has been submitted to Centerpoint, but Centerpoint came back saying it is not a valid address. At this point Mr. Kelty has a call into Mr. Salinas.

Discussion and possible action to instruct Attorney to take action to remove development restrictions from property in the Texas Parks and Wildlife Open Recreation Program.

Nicole Mireles asked what is the location of this property? And why do we want to remove this from the Texas Parks and Wildlife Open Recreation Program.

Ed Garcia said that this is the old Golf Course. He said that he is in favor of the city taking this action, but he is not in favor of a non-profit going onto this property.

There was a lengthy discussion by Council and City Attorney Chris Duncan to remove development restrictions from property in the Texas Parks and Wildlife Open Recreation Program.

On a motion by Councilman Pena to instruct City Attorney Chris Duncan to remove development restrictions from property in the Texas Parks and Wildlife Open Recreation Program, seconded by Councilman Muraira with discussion that followed.

Councilman Brimage asked if this includes the school district land? Councilman Pena said that it includes the baseball field that was swapped with the school district, and where the old Community House use to be. Councilman Brimage asked exactly how many acres are we talking about? He said we need a solid plan.

Mayor Bass said that he is concerned about the lack of specific information being presented in this. He asked if the Municipal Park is included in this?

Councilman Brimage asked why the survey was not reviewed before this was put on the agenda? Chris Duncan said that there is not a survey for this property.

Councilman Cain said he agrees with Councilman Brimage and Councilman Pena, this is prime land to generate taxes, but we need to make sure we know what we are doing. Councilman Cain asked that we table this item.

Mayor Bass asked if Councilmen Pena and Muraira if they were willing to withdraw their motion and second to have this taken up at a future meeting. With their consent, the item was tabled.

Consideration and possible action approving Ordinance No. 2021-2646 setting regulations for tow truck fees.

Police Chief, Raymond Garivey presented to council Ordinance No. 2021-2646 setting regulations for tow truck fees. He said that the City has the lowest fees in our area. He said that Clute and Lake Jackson have the tow truck fee set at \$130.00, and the County is \$160.00. This ordinance will allow the fee to be raised from \$100.00 to \$130.00. Chief Garivey said that this is not what the city charges, but it is the fee that the tow truck company is allowed to charge. This is for non-consent tows.

On a motion by Councilman Brimage, seconded by Councilman Cain, with discussion that followed.

Councilman Muraira asked why are we raising the rate on the citizens? It was explained that these rates are what the wrecker service is allowed to charge on vehicles that are abandoned, or from a DWI stop. It is for non-consent tows, we have to get these vehicles towed for the safety of our city. This ordinance sets the rate of the maximum fee that a wrecker can charge.

Mayor Bass called the motion for a vote, with all present voting “Aye” 5-0 Council unanimously approved Ordinance No. 2021-2646 setting regulations for tow truck fees.

Consideration and possible action on Resolution No. 2021-2716 in opposition to the development of a temporary asphalt plant.

Zach Dully with Vulcan Material Company spoke to council, he said that he is here to let council know that Vulcan has not filed for an Air Permit Application with TCEQ. Mr. Dully requests that city council hold off on passing this resolution until Vulcan has the opportunity to discuss this with all council. He said that this would include a briefing of the plant, and the operation of the plant, and any other questions that council may have about the plant.

Mayor Bass said the issue is the placement of this plant. He said it is by Jane Long Elementary and in the Reserve area. He said you will have to do a lot of convincing. Mr. Dully said this is why he would like to meet with each councilmember. Mayor Bass asked if opposition will prevent Vulcan from building their plant? Mr. Dully said that this is why he wants to meet with council. Mayor Bass asked if Vulcan will seek a permit without the city’s approval. Mr. Dully said No.

Councilman Pena said that he would like to have a deeper conversation about the safety and the air quality.

Councilman Brimage asked will we meet with Vulcan before they apply for the permit with TCEQ? Mr. Dully said yes sir.

On a motion by Councilman Brimage, to table this item, until council has met with Vulcan, seconded by Councilman Pena.

Mayor Bass said with the understanding Mr. Dully, you told us “Vulcan will not proceed until we talk”. Mr. Dully said “yes sir, we welcome having a meeting”.

Consideration and possible action on Resolution No. 2021-2717 approving an opioid settlement with Johnson & Johnson.

City Manager Tim Kelty presented to council Resolution No. 2021-2717 approving an opioid settlement with Johnson & Johnson. He said this is a settlement that was negotiated by the State with Johnson & Johnson. Staff recommends that we move forward with this resolution.

Chris Duncan said that the State of Texas sued the manufacturer, and with this we are agreeing that we will accept the settlement and not sue the manufacture ourselves. He said that the amount is \$89,000.00 as a direct payment, this is the first settlement. He said that there are more to come, and we will have to agree to that later. He said for our region we will be able to apply for grants up to \$66 Million.

Mayor Bass said with the \$89,000.00 that he would like to help those addicted, and the families that are dealing with this.

On a motion by Councilman Cain, seconded by Councilman Brimage, with all present voting "Aye" 5-0 Council unanimously approved Resolution No. 2021-2717 approving an opioid settlement with Johnson & Johnson.

Consideration and possible action to remove Board Member(s) from the Freeport Economic Development Corporation Board.

Ed Garcia said let's see if Mr. Pena is a man of his word, or if he is just here to speak. Mr. Garcia said that he believes this is just petty politics that brought this item before council. Mr. Garcia said that he is the President of the Freeport EDC Board, and he thinks the board as a whole has acted in the best interest of the City of Freeport.

Sam Reyna 2002 North Ave G, said this right here is why we do not have people wanting to volunteer to serve on our Boards. He said these board members should be allowed to finish out their terms. Mr. Reyna said that Councilman Muraira called and said that he wanted to speak with Nicole Mireles and Ed Garcia, so they all met at his house after the last meeting. He said that Councilman Muraira wanted Nicole and Edward to commit to having the Hispanic Chamber Event Center. Mayor Bass asked that he hold off on making specifics on this, because we do not know who Councilman Pena is wanting to be removed.

Kenny Hayes said that Jeff Pena should be removed. He said him buying the Boys and Girls Club may have been legal, but it is completely unethical. And the conflict of him being on City Council at the same time adds to the unethical decision. Mr. Hayes said that if anyone is removed, it should be him.

Councilman Pena presented to council the possible removal of Board Member(s) from the Freeport Economic Development Corporation Board. He said that he has a prepared statement. He said that when he decided to run for City Council it was because he saw that he could have a greater impact on helping Freeport move forward, and that has not changed. He said that in the past his service on the EDC he has been singled out for simply asking the tough questions. He said over the last eleven months he has witnessed the various petty politics of the EDC, which has prevented Freeport's growth, as well as nepotism and score keeping. Councilman Pena said there are so many examples, that he had to make categories, to present to council tonight. He said that he has about twelve, but he is only going to discuss four. They included Petty Political Score Keeping, Financial Malfeasance, Manipulation of Administrative Meeting Agendas, Exclusion of Board Members, and Subverting Development.

Councilman Pena made the motion to remove President Ed Garcia and Secretary Nicole Mireles from the Freeport EDC Board effective immediately. It was seconded by Councilman Muraira, with discussion that followed.

Councilman Brimage said Kenny Hayes, Mark Friedenburt, Lesa Girouard, and Trey Sullivan are all successful Freeport business people and former members of the EDC, and the type of people the City needs on the EDC. They all indicated to him that they resigned from serving on the EDC Board because of Jeff Pena. Councilman Brimage said we cannot have these kinds of politics in the City of Freeport, we were getting away from this, and we are headed right back into it. He said please don't let this manipulation fool you.

Mayor Bass asked if this was brought to all of the EDC Boards attention in a meeting? Councilman Pena said no it was not brought to the EDC Board.

Nicole Mireles said that everything that Jeff Pena has stated, is the way it was when he was the President. She said that she understands why other members have resigned. She said that Jeff Pena is a bully.

Melanie Oldham said that she has attended EDC Meetings for the last six years. She said the meetings are a circus. She said it is embarrassing. She said there is a lot of disfunction.

Ed Garcia said that Jeff Pena said “over the past eleven months these things have been ongoing with the EDC”. He said that Pena was president for seven of those months. He said that he guarantees everything he said that is going on now, was going on during his administration.

Mayor Bass called the motion for a vote, with 3-2 vote, Council approved the motion to remove President Ed Garcia and Secretary Nicole Mireles from the Freeport EDC Board effective immediately. Mayor Bass and Councilman Brimage voted “Ney”.

Consideration and possible action to remove Board Member(s) from the Freeport Planning and Zoning Board.

Ed Garcia said that he hates repeating himself, but it’s the same petty politics.

Melanie Oldham is a member of the Planning and Zoning Commission, she said that Nicole Mireles has disrespected her over and over. She explained that she requested the last meeting be rescheduled, before electing officers, because there were only three members in attendance. She said Ms. Mireles said no that there was a quorum.

Sam Reyna said that Ms. Oldham could have walked out of the meeting, he said if she would have left there would not have been a quorum.

Mayor Bass said just because you can do something does not mean that you should. He said that he still believes these issues should be taken up with each board before being brought to council.

Mayor Bass called for a motion.

Councilman Pena said this is the petty politics of Freeport. He said that there are about three or four camps, and he is not part of any of them. He said that he brought this to council because he has heard of the disfunctions of the leadership in the Planning Commission, caused by Nicole Mireles.

Councilman Pena made a motion to remove Nicole Mireles from the Planning and Zoning Commission effectively immediately, seconded by Councilman Muraira. With discussion that followed.

Councilman Brimage asked Clarisa Molina who was online? Ms. Molina said “Vander Williams, Lila Deihl, Yvette, and Laura”. Councilman Brimage said “thank you”.

Mayor Bass called the motion for a vote, with a 3-2 vote, Council approved to remove Nicole Mireles from the Planning and Zoning Commission effectively immediately. Mayor Bass and Councilman Brimage voted “Ney”.

WORK SESSION:

Mayor Bass told Mr. Montoya that we are trying to get electricity as quickly as we can on the soccer fields. Councilman Brimage asked how many kids are registered? Mr. Montoya said 90. Mayor Bass congratulated Cindy and Jerry Cain, as well as LeAnn Strahan on the tremendous success of the Fright Fest Thursday night. He said that there were over 500 children. Jerry Cain said they ran out of goodie bags by 7 PM. Mayor Bass thanked the Chief for the patrol that was out Sunday night. Mayor Bass said that Councilman Brimage had a point when he said that the citizens need to talk to their councilman. He said we need to hear from you. He said that he believes Troy is passionate, and when he says things, folks need to listen. He said that he has heard people say that Troy lives in a house that the City of Freeport bought. Mayor Bass said folks this is not true. Just as Councilman Pena with the accusations against him. He said get your facts before you speak. He said that positive things have been done for the City of Freeport. He said that we have to be honest with each other. He asked council, to be true to yourself.

Councilman Pena told Mr. Kelty that on 4th and 5th Street there has been a lot of debris that has not been picked up. Councilman Pena thanked Mr. Kelty for getting the lights on Broad and 2nd Street. He said the strips on Ave A and Velasco are put in place. He said he wanted to thank Mr. Petty for getting Ave A that leads to Hooks asphalted. Councilman Pena said all of Freeport needs to benefit for all of these infrastructure changes. He said that he is glad that Hooks, that is on the River, has a clear path to drive to. Councilman Pena said that he sincerely means this.

Councilman Cain said that the 1400 block of 10th Street where there was a house fire about six weeks ago, has been demolished and cleaned out. Councilman Cain asked where we stand on the home at 2nd and Velasco, and the other home at 10th and Velasco? Kacey Roman said that we are processing the warrants to present for demolition. Councilman Cain said that he has had complaints of how people are having to jump through hoops to get permits. He asked if there is anything that we can do to make this a smoother process. Ms. Roman said that they are making a checklist of what is needed for a permit to help make things clear up front. Ms. Roman said that they have been in contact with Waste Connections for the trash pickup in the areas discussed.

Councilman Muraira had no comment.

Councilman Brimage said that he is embarrassed by how this council is going, and he does not agree with it. He said that we went through this about five years ago, and we finally had gotten rid of it. But, we are now right back where we were. He said that he sees the control that these two gentlemen are falling under, and the effect that they have had on people that can turn the city upside down. He said, do not let that happen again. He said he is begging the citizens of Freeport to rise up, and not let this city go backwards. Councilman Brimage said on the next agenda, he wants an action item for the entire EDC Board to be removed. He said he has always chosen Freeport, and he always will. Councilman Brimage said if you love Freeport get rid of the politics. He said that everything Pena talked about, it all failed. He said this has set Freeport back, probably years.

City Manager Tim Kelty said that the City has received our first GLO grant award of \$6 million dollars, for the sewer, and hoped to receive the second one this week. He said that this is the Federal Grant money, and it will not be fast. But we do have some projects that are starting up now using the Bond Funding that Council approved. He announced that the city was re-approved in the Main Street Community. He said that Ms. Strahan worked hard on this.

Update on reports / concerns from Department heads

Open session was closed at 8:40 pm and Council entered into Executive Session

CLOSED SESSION:

Executive Session regarding a.) (Potential Litigation) consultation with city attorney b.) (Deliberations about Real Property), East End and Brazos Cove, in accordance with Government Code Annotated, Chapter 551, Sections 551.071, 551.072.

REGULAR SESSION

Mayor Bass reconvened regular session at 9:05 P.M.

Adjourn

On a motion by Councilman Muraira, seconded by Councilman Cain, with all present voting "Aye", Mayor Bass adjourned the meeting at 9:05 P.M.

Mayor Brooks Bass
City of Freeport, Texas

City Secretary, Betty Wells
City of Freeport, Texas



City Council Agenda Item # 3

Title: Martin Luther King Day Parade street closure request.

Date: November 15, 2021

From: Betty Wells, City Secretary

Staff Recommendation:

Staff recommends Council approve this road closure.

Item Summary:

Dr. Martin Luther King, Jr. Celebration Committee request permission to close portions of the following streets during the Parade to be held on Monday, January 17, 2022. The parade will start at 11:00 am and the set up (staging area) will start at 8:30 am on Cherry, East Park and Fourth Street. The parade route will begin at East Park Avenue and Fourth Street and continue along 2nd Street/Dr. Martin Luther King, Jr. Blvd to 288B to the Freeport Municipal Park. The celebration will continue through the Festival at the until 4:30 PM Freeport Municipal Park. In order to move forward with success, we are requesting your permission, support and participation in the 35th Annual Dr. Martin Luther King, Jr. Celebration.

Background Information:

The City hosts this parade annually. There are no changes from the normal parade route that they have used in the past.

Special Considerations

As the time gets closer for the event, whatever precautions which may be necessary to protect the public in regard to the COVID 19 situation, will be instituted and enforced.

Financial Impact:

NA

Board or 3rd Party recommendation:

See attached MLK Jr. Committee letter

Supporting Documentation:

Dr. Martin Luther King, Jr. Celebration Committee request letter.



Dr. Martin Luther King, Jr
Brazoria County, Texas
Celebration Committee



216 Banyan Dr.
Lake Jackson, TX 77566
Contact: Mr. Will J. Brooks
Phone: (979) 202-7590 Cell
Phone: (979) 297-2801 Home

October 29, 2021
Attention: Ms. Betty Wells
200 West 2nd Street
Freeport, TX 77541

To the City Council of Freeport:

It is my pleasure to inform you about the 36th annual Dr. Martin Luther King, Jr. Celebration Committee (MLKCC). We are a non-profit organization since 1986, MLKCC – Brazoria County has sponsored events to celebrate the state and federal holiday honoring the birthday of the late Dr. Martin Luther King, Jr. and to perpetuate his memory and the legacy of his achievements for future generations. Additionally, our MLKCC seeks to honor Dr. King's admonition of service to the community by sponsoring both the MLKCC and Dennis R. Edwards Memorial scholarships to deserving Brazoria County high school graduates. This celebration conducts various worthy community uplifting projects, and encourages its members to take roles in numerous civic, charitable, and cultural endeavors. This annual celebration is a time of unity and togetherness promoted through events including a Community Worship Service, MLKCC Commemorative Banquet, and Parade & Festival.

Dr. Martin Luther King, Jr. Celebration Committee request permission to close portions of the following streets during the Parade to be held on Monday, January 17, 2022. The parade will start at 11:00 am and the set up (staging area) will start at 8:30 am on Cherry, East Park and Fourth Street. The parade route will begin at East Park Avenue and Fourth Street and continue along 2nd Street/Dr. Martin Luther King, Jr. Blvd to 288-B to the Freeport Municipal Park. The celebration will continue through the Festival at the Freeport Municipal Park until 4:30 pm. In order to move forward with success, we are requesting your permission, support and participation in the 36th Annual Dr. Martin Luther King, Jr. Celebration.

Thank you in advance for your consideration and we look forward to celebrating the legacy of Dr. Martin Luther King, Jr. with you.

Sincerely,

Will J. Brooks

Will J. Brooks
Parade Chairman
Min. Winston Rossow, MLKCC General Coordinator
On behalf of MLKCC-BC Parade & Festival Committee



City Council Agenda Item # 4

Title: Brazoria County Firefighter's Association Fire Protection Agreement with Brazoria County.

Date: 11/15/2021

From: Christopher D. Motley, Fire Chief

Staff Recommendation: Staff recommends approving the Brazoria County Firefighter's Association Fire Protection Agreement with Brazoria County for 2021-22. Second recommendation is to authorize the Fire Chief to sign the agreement.

Item Summary: Freeport Fire & EMS provides fire protection into the unincorporated areas of Brazoria County or to neighboring communities requesting mutual aid. Freeport Fire & EMS Department depends on mutual fire protection to address manpower and equipment needs in fire protection. This agreement is renewed annually with the individual fire department and Brazoria County Firefighter's Association (BCFFA). Each department must meet ten objectives in the contractual agreement to be in compliance of the agreement. As part of compliance the department is compensated \$20,000.00.

Background Information: Fire Chief John A. Stanford, Jr., was involved in the creation of the BCFFA PAC to address fire protection needs in the community. A part of the PAC was to address fire engine replacement owned by Brazoria County. The BCFFA Fire Protection Agreement was created after Brazoria County Commissioners were faced with the replacing at least a dozen fire trucks from 1986. Prior to creating the fire protection agreement Brazoria County provide each fire department a fire engine. With the replacement of a large number of fire engines at one time create a financial challenge. In lieu of a fire truck replacement, Brazoria County Commissioner and BCFFA entered into an agreement by providing an annual payment to participating departments to be used towards fire engine replacement or operational needs.

Special Considerations: None

Financial Impact: No financial impact to City. The Freeport Fire & EMS Department is compensated \$20,000.00

Board or 3rd Party recommendation: None

Supporting Documentation: None



Brazoria County Firefighter's Association

United To Serve the People of Brazoria County

In order to receive the prescribed funding from Brazoria County pursuant to Commissioners Court Order No. **V.A.3.a** of **December 09, 2014** – Regular Session for the year beginning **October 1, 2021**.

The _____ agrees to the following terms and conditions:
(Department Name)

1. **Each Department by way of this signed document agrees to provide fire protection within their assigned ETJ or as called upon for mutual aid within Brazoria County.** The agreement must be signed by the highest-ranking official associated with the Department.
2. Each Department must submit an annual report as to the department's equipment resources and personnel utilizing the format provided by the BCFFA.
3. Each Department must submit a copy of their annual report from TXFIRS/NFIRS current from the previous October to the end of September.
4. Each Department must have in service and available for call at least one Class "A" unit as defined by the BCFFA. In the event a department unit is temporarily out of service and no other units are available as a replacement, suitable arrangements must be made for coverage by the nearest department.
5. Each department will maintain as minimum liability insurance in the amount of \$100,000/\$300,000/\$100,000 and furnish proof to BCFFA and Brazoria County.
6. Each Department will properly house and maintain truck and equipment.
7. Each Department will participate as an active member of the BCFFA, Brazoria County Fire Chiefs' Committee, and State Fireman's and Fire Marshall's Association. An active member of the BCFFA must meet the requirements set by the BCFFA including attendance at County Meetings and Chief's Association Meetings as required by BCFFA. **Required attendance shall include a minimum of 4 Chief's Association meetings and 4 County Association Meetings.**
8. Each Department will submit a Complete Department budget summary for the year. This budget summary shall include all income and expense as defined in a standard form provided and approved by the BCFFA and Brazoria County. This budget will represent the yearly budget for the year looking forward.
9. Reports and Budgets will be due in November. For each month that the required information is not provided, the Department will forfeit 10% of the original funded amount. The forfeited funds will be placed in the general fund of the association.
10. Each Department will be required to have the requested information reviewed and approved by the Regulatory Committee which is a sub-committee of the BCFFA. This committee will determine if all of the requirements have been met and will issue a check to each Department that has met the requirements of this agreement.

A breach of this agreement by "the Department" or any part thereof may/shall forfeit the Department's rights to receive funding from either the County or the BCFFA.

I _____ acting as the agent for
(Highest-ranking official of Department)

_____ agree that this Department will follow
(Department Name)
 the requirements above to receive County funding.

_____ Department Representative _____ (date)
(Signature)

_____ Regulatory Committee Chairman _____ (date)
(Signature)



City Council Agenda Item # 5

Title: Consideration and possible action by City Council approving the Mayor to sign the certification form for the Phase II MS4 Annual Report.

Date: November 15, 2021

From: Laura Tolar, Assistant City Secretary/Special Projects Coordinator

Staff Recommendation: Staff recommends City council approve this item.

Item Summary

The certification form is signed annually by all members of the Brazoria County Coalition and submitted with the report to the State of Texas.

Background Information:

The City of Freeport belongs to the Brazoria County Stormwater Coalition as does most cities and drainage districts in southern Brazoria County. LJA Engineering handles all testing, general requirements and documents required to be sent to the state. We are currently in year three (of five) of our third permit term.

Special Considerations:

None.

Board or 3rd Party recommendation:

None.

Financial Impact:

N/A

Supporting Documentation:

2021 Brazoria County Coalition Stormwater Report

Phase II (Small) MS4 Annual Report Form

TPDES General Permit Number **TXR040000**

A. General Information

Authorization Number: **TXR040154**

Reporting Year (year will be either 1, 2, 3, 4, or 5): **3**

Annual Reporting Year Option Selected by MS4:

Calendar Year: _____

Permit Year: _____

Fiscal Year: **X** Last day of fiscal year: (**September 30th**)

Reporting period beginning date: (month/date/year) **10/01/2020**

Reporting period end date: (month/date/year) **9/30/2021**

MS4 Operator Level: **2** Name of MS4: **Brazoria County**

Contact Name: **Trey Haskins, PE, CFM** Telephone Number: **(979)864-1265**

Mailing Address: **451 N. Velasco, Suite 230, Angleton, TX 77515**

E-mail Address: **treyh@brazoria-county.com**

A copy of the annual report was submitted to the TCEQ Region: YES **X** NO _____
Region the annual report was submitted to: TCEQ Region **12**

B. Status of Compliance with the MS4 GP and SWMP

1. Provide information on the status of complying with permit conditions:
(TXR040000 Part IV.B.2)

	Yes	No	Explain
Permittee is currently in compliance with the SWMP as submitted to and approved by the TCEQ.	X		
Permittee is currently in compliance with recordkeeping and reporting requirements.	X		
Permittee meets the eligibility requirements of the permit (e.g., TMDL requirements, Edwards Aquifer limitations, compliance history, etc.).	X		
Permittee conducted an annual review of its SWMP in conjunction with preparation of the annual report	X		

2. Provide a general assessment of the appropriateness of the selected BMPs. You may use the table below to meet this requirement (**see Example 1 in instructions**):

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No and explain)
1	Flyers and Brochures	Yes, the distribution of flyers and brochures help educate the public on potential stormwater pollutants and provides the details on steps they can take to improve stormwater quality.
1	Education of Children	Yes, the development of materials for children helps educate them on potential stormwater pollutants and provides the details on steps they can take to improve stormwater quality.
1	Education of Construction Site Personnel	Yes, education of construction site personnel helps bring awareness of pollutants associated with construction activities.

1	Public Service Announcements	Yes, public service announcements help educate the public on potential stormwater pollutants and provides the details on steps they can take to improve stormwater quality.
1	SWMP Posting	Yes, making the SWMP available helps educate the public on their local stormwater management program and the associated implementation schedule.
1	Annual Report Posting	Yes, making the Annual Report available helps educate the public on the implementation status of their local stormwater management program.
1	SWMP Review	Yes, reviewing the SWMP annually helps ensure any necessary updates to the SWMP are made.
1	Public Meetings	Yes, public meetings help educate the public about their local stormwater management programs and gives them an opportunity to participate.
1	Stormwater Hotline	Yes, stormwater hotlines provide citizens with a mechanism to report illicit discharges, illegal dumping, spills, etc.
1	SWMP Public Notice	Yes, the public notice process helps educate the public about their local stormwater management programs and gives them an opportunity to participate.
1	Stormwater Quality Website	Yes, the development of a stormwater quality website helps educate the public on potential stormwater pollutants and provides them details on steps they can take to improve stormwater quality.
1	Educational Material Distribution	Yes, the distribution of stormwater quality educational materials at local community organization meetings helps educate the public on potential pollutants and provides them with details on steps they can take to improve stormwater quality.
2	MS4 Outfall Map	Yes, developing and maintaining a MS4 outfall map makes the illicit discharge detection and elimination program more effective.

2	MS4 Outfall Inspections	Yes, inspecting MS4 outfalls helps identify and eliminate illicit discharges.
2	Regulatory Mechanisms	Yes, having regulatory mechanisms/procedures in place helps encourage individuals to comply with stormwater quality regulations.
2	MS4 Field Staff Training	Yes, MS4 field staff training helps educate permittee employees on how to properly identify and eliminate stormwater pollutants.
2	IDDE Procedures	Yes, the development and implementation of IDDE procedures makes the Illicit Discharge program more effective.
2	Public Reporting	Yes, providing the public with instructions on how to properly report potential stormwater quality concerns helps identify and eliminate illicit discharges more effectively.
3	Construction Site Plan Review	Yes, reviewing construction site plans for the inclusion of appropriate structural controls helps reduce the amount of pollutants being discharged from construction sites.
3	Plan Review, Inspection, and Enforcement Procedures	Yes, developing standard operating procedures that address plan review, inspections, and enforcement actions related to permittee owned construction sites helps reduce the amount of pollutants being discharged to the MS4.
3	Construction Site Inspection/Enforcement	Yes, inspecting construction sites for proper installation/maintenance of structural controls helps reduce the amount of pollutants being discharged to the MS4.
3	Regulatory Mechanisms	Yes, referral of stormwater quality issues to adjacent MS4 operators or the TCEQ Regional Office helps reduce the amount of pollutants being discharged from construction activities.

3	Public Reporting	Yes, providing the public with instructions on how to properly report potential stormwater quality concerns helps reduce the amount of pollutants being discharged from construction activities.
3	MS4 Staff Training	Yes, MS4 staff training helps educate permittee employees on how to properly identify and eliminate stormwater pollutants.
4	Development Project Plan Review	Yes, reviewing development plans for the inclusion of appropriate post construction controls helps reduce the amount of pollutants being discharged to the MS4.
4	Regulatory Mechanisms	Yes, referral of stormwater quality issues to adjacent MS4 operators or the TCEQ Regional Office helps reduce the amount of pollutants being discharged to the MS4.
4	Post Construction Control Inspections	Yes, inspecting permittee owned permanent structural controls helps reduce the amount of pollutants being discharged to the MS4.
4	Post Construction Procedures	Yes, developing standard operating procedures that address documentation of enforcement actions and long-term operation/maintenance of post construction stormwater control measures helps reduce the amount of pollutants being discharged to the MS4.
5	MS4 Facility Inventory	Yes, developing an inventory of permittee owned facilities within the urbanized area helps identify potential sources of stormwater pollution.
5	Employee Training Program	Yes, conducting employee training helps educate permittee employees on how to properly identify and eliminate stormwater pollutants.
5	Waste Disposal Procedures	Yes, development of standard operating procedures on the proper disposal of waste helps reduce the amount of floatables and other pollutants being discharged to the storm sewer system.
5	Contractor Oversight Procedures	Yes, the development and implementation of contractor oversight procedures helps reduce the amount of pollutants being discharged by contractors performing maintenance activities on behalf of the permittee.

5	Operation and Maintenance Activities	Yes, maintaining a general pollution prevention plan at each permittee owned facility helps ensure that appropriate BMPs are being implemented to reduce the amount of pollutants being discharged.
5	Facility Inspections	Yes, inspecting permittee owned facilities helps ensure that appropriate BMPs are being implemented to reduce the amount of pollutants being discharged.
5	Litter/Garbage Collection	Yes, conducting litter/garbage collection helps reduce the amount of floatables being discharged to the storm sewer system.
5	Municipal Operation Procedures	Yes, developing standard operating procedures for inspecting/maintaining structural controls at municipal facilities and for employee training helps make permittee employees more aware of pollutants of concern that could be discharged to the storm sewer system.

3. Describe progress towards achieving the goal of reducing the discharge of pollutants to the MEP. If no progress was made or the BMP did not result in a reduction in pollutants, provide an explanation. Use the table below to meet this requirement (**see Example 2 in instructions**):

MCM	BMP	Information Used	Quantity	Units	Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No and explain)
1	Flyers and Brochures	number of materials developed and/or posted	320 stormwater quality brochures, 320 pet waste brochures	materials	No, while the BMP does not result in a direct reduction in pollution, public education is expected to indirectly reduce pollutants by increasing awareness about stormwater quality issues.
1	Education of Children	number of materials developed	180 stormwater coloring books	coloring books	No, while the BMP does not result in a direct reduction in pollution, public education is expected to indirectly reduce pollutants by increasing awareness about stormwater quality issues.

1	Education of Construction Site Personnel	number of educational materials or guidance documents developed	1 guidance document/ 320 stormwater quality brochures/ stormwater website	materials	No, while the BMP does not result in a direct reduction in pollution, public education is expected to indirectly reduce pollutants by increasing awareness about stormwater quality issues.
1	Public Service Announcements	number of different PSAs being posted on the Coalition's stormwater website	4 PSAs on stormwater quality website	materials	No, while the BMP does not result in a direct reduction in pollution, public education is expected to indirectly reduce pollutants by increasing awareness about stormwater quality issues.
1	SWMP Posting	stormwater quality website with SWMP posted	SWMP made available on stormwater quality website	location	No, while the BMP does not result in a direct reduction in pollution, public education is expected to indirectly reduce pollutants by increasing awareness about stormwater quality issues.
1	Stormwater Hotline	number of phone calls received regarding stormwater quality issues	11 phone calls	phone calls	Yes, receiving and responding to phone calls concerning illicit discharges allows the permittee to make appropriate corrections to the storm sewer system.
2	MS4 Outfall Inspections	percentage of outfalls inspected	approximately 20% of the total outfalls were inspected	percentage	Yes, locating and eliminating illicit discharges represents a direct reduction in pollutants.
2	Regulatory Mechanisms	number of enforcement actions	0	enforcement actions	Yes, implementation of local illicit discharge regulatory mechanisms represents a direct reduction in pollutants.
3	Construction Site Plan Review	number of permits issued	390	permits	Yes, reviewing construction plans the result in the disturbance of greater than or equal to one acre, or are part of a common plan of development or sale ensures that appropriate structural controls are being used to reduce pollution.

3	Construction Site Inspection/ Enforcement	number of inspections	674	inspections	Yes, inspecting construction sites ensures that appropriate controls are in place and functioning properly to reduce pollution.
3	Regulatory Mechanisms	number of enforcement actions	(198) 48-hour notices	enforcement actions	Yes, implementation of local regulatory mechanisms represents a direct reduction in pollutants.
4	Development Project Plan Review	number of plans reviewed	91	plans	Yes, reviewing construction plans ensures that appropriate post construction controls are being used to reduce pollution.
4	Regulatory Mechanisms	number of enforcement actions	0	enforcement actions	Yes, implementation of local regulatory mechanisms represents a direct reduction in pollutants.
5	Litter/Garbage Collection	estimated volume of litter/garbage collected	42,942.68	tons	Yes, conducting litter/garbage collection reduces the amount of floatables and other stormwater pollutants.

4. Provide the measurable goals for each of the MCMs, and an evaluation of the success of the implementation of the measurable goals (**see Example 3 in instructions**):

MCM(s)	Measurable Goal(s)	Explain progress toward goal or how goal was achieved. If goal was not accomplished, please explain.
1	Develop or post on the stormwater website at least 2 types of flyers/brochures per year	Goal Met; developed 320 stormwater quality brochures and 320 pet waste brochures. Additionally, all materials are posted on the stormwater website.
1	Develop at least 1 type of educational material annually for children	Goal Met; developed 180 stormwater coloring books.
1	Make available annually on stormwater website at least 1 guidance document or brochure on construction site runoff issues	Goal Exceeded; guidance document, brochure, and stormwater quality website made available to construction site personnel.
1	Maintain at least 1 PSA on the Coalition's stormwater website annually to educate the public about water quality	Goal Met; 4 PSAs posted on stormwater quality website.
1	Post a copy of the SWMP on the Coalition's stormwater website no later than 30 days after the TCEQ approval date	Goal Met; SWMP posted on the Coalition's stormwater website at www.txms4.com/brazoria .
1	Annually post a copy of the most recent annual report on the stormwater website no later than 30 days after the due date	Goal Met; annual report for FY 2020 was posted on the stormwater website within 30 days of the due date.

1	Conduct annual review of SWMP and perform any necessary updates	Goal Met; SWMP review conducted on 9/9/2021
1	Conduct at least 1 public meeting per permit term	Not Due Yet
1	Develop or post on the stormwater website at least 2 types of materials/media per year that informs the public about reporting stormwater quality concerns	Goal Met; 2 types of brochures and stormwater quality website were made available.
1	Comply with TCEQ public notice requirements for the TXR040000 permit renewal process	Not Due Yet
1	Maintain and make available annually a stormwater quality website	Goal Met; website updates/maintenance was conducted on 1/5/2021.
1	Maintain collection of education materials on the stormwater quality website annually for local community organizations to view	Goal Met; a collection of educational materials is kept on the stormwater quality website and available for local community organizations to view at www.txms4.com/brazoria .
2	Conduct at least 1 map review per permit term	Not Due Yet
2	Screen 20% of the outfalls within the urbanized area annually	Goal Met; 260 outfalls out of 1,261 were inspected (20%).
2	Maintain ordinances and standard operating procedures in effect annually	Goal Met; two illicit discharges were identified during the reporting period. Ordinances and standard operating procedures are in place for reporting/eliminating illicit discharges.

2	Conduct training at least once per permit term	Not Due Yet
2	Maintain IDDE standard operating procedures in effect annually	Goal Met; IDDE procedures have been developed and are currently being implemented.
2	Develop or post on the stormwater website at least 2 types of media and/or materials annually to help facilitate public reporting of stormwater quality issues	Goal Met; 2 types of brochures and stormwater quality website were made available.
3	Review construction plans annually that will result in the disturbances of greater than or equal to one acre, or are part of a common plan of development or sale that will result in the disturbance of one or more acres for compliance with local regulations	Goal Met; 390 stormwater permits were issued this reporting period.
3	Maintain standard operating procedures in effect annually	Goal Met; standard operating procedures have been developed and are currently being implemented.
3	Inspect 50% of applicable construction sites per year, or a minimum of 20 inspections	Goal Met; 100% of the applicable sites were inspected during the reporting period. (a total of 674 inspections were performed on the 390 applicable sites)
3	Maintain ordinances and standard operating procedures in effect annually	Goal Met; ordinances and standard operating procedures have been developed and are currently being implemented.

3	Develop or post on the stormwater website at least 2 types of media and/or materials annually to help facilitate public reporting of stormwater quality issues	Goal Met; 2 types of brochures and stormwater quality website were made available.
3	Conduct training at least once per permit term	Not Due Yet
4	Review development plans for the inclusion of post construction controls annually	Goal Met; 91 development plans were reviewed
4	Maintain ordinances and standard operating procedures in effect annually	Goal Met; ordinances and standard operating procedures have been developed and are currently being implemented.
4	Inspect permittee owned permanent structural controls at least once per permit term	Not Due Yet
4	Maintain standard operating procedures in effect annually	Goal Met; standard operating procedures have been developed and are currently being implemented.
5	Maintain an inventory of facilities and stormwater controls that the permittee owns and operates within the urbanized area annually	Goal Met; MS4 facility inventories have been developed
5	Conduct at least one employee training session per permit term	Not Due Yet

5	Maintain standard operating procedures in effect annually for the proper disposal of waste; including dredge spoil, accumulated sediments, and floatables	Goal Met; standard operating procedures have been developed and are currently being implemented.
5	Maintain contractor oversight procedures in effect annually	Goal Met; contractor oversight procedures have been developed and are currently being implemented.
5	Maintain general pollution prevention plan in effect annually for municipal operations	Goal Met; general pollution prevention plan has been developed and is currently being implemented.
5	Inspect each permittee owned facility identified in the MS4 facility inventory at least once per permit term	Not Due Yet
5	Conduct litter/garbage collection on an annual basis within the regulated area	Goal Met; approximately 42,942.68 tons of litter/garbage was removed and properly disposed of.
5	Maintain standard operating procedures in effect annually for inspecting/maintaining structural controls at municipal facilities and for employee training	Goal Met; standard operating procedures have been developed and are currently being implemented.

C. Stormwater Data Summary

Provide a summary of all information used, including any lab results (if sampling was conducted) to assess the success of the SWMP at reducing the discharge of pollutants to the MEP. For example, did the MS4 conduct visual inspections, clean the inlets, look for illicit discharge, clean streets, look for flow during dry weather, etc.?

During the reporting period, the permittees conducted multiple activities to help reduce the discharge of pollutants to the MEP, including but not limited to: outfall inspections, public education, and litter/garbage collection. As a result, the permittees inspected approximately 20% of their MS4 to look for flows during dry weather, conducted 674 construction site compliance inspections and collected/properly disposed of approximately 42,942.68 tons of litter/garbage (data for all BMPs implemented during the reporting period to reduce the discharge of pollutants to the MEP is included in Section B.3 of this annual report). After review, the permittees have maintained 100% compliance with the measurable goals and implementation schedule established in their SWMP and believe that the program has been successful at reducing the discharge of pollutants to the MEP.

D. Impaired Waterbodies

1. Identify whether an impaired water within the permitted area was added to the latest EPA-approved 303(d) list or the Texas Integrated Report of Surface Water Quality for CWA Sections 305(b) and 303(d). List any newly-identified impaired waters below by including the name of the water body and the cause of impairment.

No impaired water bodies were added during the reporting period.

2. If applicable, explain below any activities taken to address the discharge to impaired waterbodies, including any sampling results and a summary of the small MS4's BMPs used to address the pollutant of concern.

The applicable permittees have referred to the CWA 303(d) list and existing TMDL Implementation Plans and determined that they are a potential source of the pollutant(s) of concern being discharged to Oyster Creek Tidal (stream segment no. 1109), Oyster Creek Above Tidal (stream segment no. 1110), Bastrop Bayou Tidal (stream segment no. 1105), Chocolate Bayou Tidal (stream segment no. 1107), Halls Bayou (stream segment no. 2423C), Clear Creek Tidal (stream segment no. 1101), Clear Creek Above Tidal (stream segment no. 1102), Dickinson Bayou Tidal (stream segment no. 1103), and Dickinson Bayou Above Tidal (stream segment no. 1104) (Permittees that discharge to each stream segment are identified in the shared SWMP that was submitted to the TCEQ.). Appropriate focused BMPs and corresponding measurable goals have been developed to reduce the discharge of the pollutant(s) of concern that contribute to the impairment of the water body. The focused BMPs include activities related to TMDL I-Plans, sanitary sewer capital improvement projects, failing on-site sewer systems, MS4 outfall inspections, public reporting, pet waste management, and residential education.

Our research indicates that the pollutants of dioxin in edible tissue and PCBs in edible tissue are legacy pollutants and/are directly related to industrial discharges. Therefore, the permittees are not considered a potential source and no additional focused BMPs were developed by the permittees to target those pollutants.

Brazoria Drainage District No. 4 and the City of Alvin are the only permittees in the coalition that discharge to an impaired water body with an approved TMDL. Therefore, parts 2, 3, 4, and 6 of this section of the report only refer to activities conducted by those permittees. The City of Freeport does not discharge to an impaired water body and therefore, no information included in this section is applicable to them as an MS4.

- Describe the implementation of targeted controls if the small MS4 discharges to an impaired water body with an approved TMDL.

The permittees are implementing the targeted BMPs and associated measurable goals as outlined in their stormwater management program. During the reporting period, approximately 22% of the identified outfalls were inspected to identify illicit discharges and public education materials were developed to bring awareness about bacteria sources such as pet waste and septic systems. All focused BMPs related to public reporting and residential education are fully implemented. The assessment of progress towards the identified benchmarks will be conducted by the evaluation of program implementation measures.

- Report the benchmark identified by the MS4 and assessment activities:

Benchmark Parameter (Ex: Total Suspended Solids)	Benchmark Value	Description of additional sampling or other assessment activities	Year(s) conducted
Stream segment no. – 1101: Bacteria	8,160 counts/day Enterococci	20% of identified outfalls were inspected to identify illicit discharges	Permit Year 1 Permit Year 2 Permit Year 3
Stream Segment no. – 1102: Bacteria	N/A	20% of identified outfalls were inspected to identify illicit discharges	Permit Year 1 Permit Year 2 Permit Year 3
Stream segment no. – 1103: Bacteria	3.47E+10 MPN/day Enterococci	20% of identified outfalls were inspected to identify illicit discharges	Permit Year 1 Permit Year 2 Permit Year 3
Stream segment no. – 1104: Bacteria	4.27E+09 MPN/day E. coli	20% of identified outfalls were inspected to identify illicit discharges	Permit Year 1 Permit Year 2 Permit Year 3

The permittees assess progress in achieving benchmarks and determining the effectiveness of BMPs by evaluating program implementation measures. The following indicators are utilized to assess progress towards the benchmark(s): the number of illicit discharge sources identified or eliminated, number of public education materials developed, and results of outfall inspection activities. As a result of implementing the focused BMPs, the permittees have inspected approximately 20% of their outfalls and made multiple forms of public education materials available that address bacteria sources. After review, the permittees have maintained 100% compliance with the measurable goals and implementation schedule established in their SWMP and believe the continued implementation of these focused BMPs will continue to make progress towards the desired benchmark values.

5. Provide an analysis of how the selected BMPs will be effective in contributing to achieving the benchmark:

Benchmark Parameter	Selected BMP	Contribution to achieving Benchmark
Bacteria	TMDL I-Plans	Compliance with existing TMDL I-Plans will reduce the amount of illicit discharges
Bacteria	Public Reporting	Development of public education materials which raise awareness of stormwater quality and encourage public reporting will increase the effectiveness of the program
Bacteria	Failing On-Site Sewer Systems	Identification of failing on-site sewer systems will directly reduce the amount of illicit discharges to the MS4
Bacteria	Maintenance of On-Site Sewer Systems	Maintenance of on-site sewer systems ensure proper operation of the system and will help reduce the potential for illicit discharges
Bacteria	Outfall Inspections	Conducting outfall inspections will enable the permittee to identify and eliminate illicit discharges
Bacteria	Pet Waste Management	Promoting proper pet waste management through the development of educational materials will raise awareness on the impacts pet waste has on water quality
Bacteria	Residential Education	Development of public education materials which raise awareness of stormwater quality and encourage public reporting will increase the effectiveness of the program

Bacteria	Sanitary Sewer Capital Improvement Projects	Conducting sanitary sewer capital improvement projects help the permittee to identify and eliminate illicit discharges
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6. If applicable, report on focused BMPs to address impairment for bacteria:

Description of bacteria-focused BMP	Comments/Discussion
Outfall Inspections: Utilize reports from MS4 field staff, citizens, and annual outfall inspections to identify illicit discharges and illegal dumping sites.	20% of identified outfalls inspected during reporting period.
Public Reporting: Develop educational materials and website content focused on the identification and public reporting of sanitary sewer overflows, failing on-site sewer systems, illicit discharges, and illegal dumping.	2 brochures and a stormwater quality website that help facilitate public reporting of the pollutant(s) of concern were developed and made available.
Pet Waste Management: Develop media to facilitate and promote proper pet waste management practices. Educational material options include flyers, brochures, and/or websites.	Brochure promoting proper pet waste management was developed and made available.
Residential Education: Develop media to facilitate public education for bacterial sources including residential sources, pet waste, proper disposal of fats, oils and greases, and decorative ponds. Educational material options include brochures, flyers, and/or websites.	2 brochures, 1 flyer, and a stormwater quality website were developed and made available.
TMDL I-Plans: Comply with existing implementation plans for discharges to impaired water bodies for which there is a TCEQ and EPA approved TMDL.	Not due yet; TMDL compliance evaluation will be conducted during the permit term as detailed in the implementation schedule in the SWMP.
Failing On-Site Sewer Systems: Identify failing on-site sewer systems through citizen complaints and/or visual inspections conducted of the storm sewer system. Identified discharges from failing on-site sewer systems will be addressed as illicit discharges to the MS4 and enforcement actions will be implemented based on the permittee's legal authority.	260 outfalls out of 1,261 were inspected (20%). Zero illicit discharges were identified from failing on-site sewer systems during the current reporting period

<p>Maintenance of On-Site Sewer Systems: Develop media to facilitate proper maintenance of on-site sewer systems. Educational material options include brochures, flyers, and/or websites.</p>	<p>1 brochure, 1 flyer, and a stormwater quality website were developed and made available.</p>
<p>Sanitary Sewer Capital Improvement Projects: Document and report on sanitary sewer system capital improvement projects that result in the reduction of sanitary sewer overflows, lift station improvements, and/or a reduction in the magnitude of stormwater inflow and infiltration into the sanitary sewer system.</p>	<p>Not due yet: Sanitary Sewer Capital Improvement Projects will be evaluated during the permit term as detailed in the implementation schedule in the SWMP</p>

7. Assess the progress to determine BMP's effectiveness in achieving the benchmark.

Benchmark Indicator	Description/Comments
<p>Number of sources identified or eliminated</p>	<p>Outfall inspections were conducted on approximately 20% of the identified outfalls; there was one illicit discharge identified from bacterial sources during the reporting period.</p>
<p>Number of education materials developed</p>	<p>2 types of brochures, 1 flyer, and a stormwater quality website that address bacteria sources were developed and made available</p>

The permittees assess progress in achieving benchmarks and determining the effectiveness of BMPs by evaluating program implementation measures. The following indicators are utilized to assess progress towards the benchmark(s): the number of illicit discharge sources identified or eliminated, number of public education materials developed, number of sanitary sewer improvement projects, and results of outfall inspection activities. After review, the permittees have maintained 100% compliance with the measurable goals and implementation schedule established in their SWMP and believe the continued implementation of these focused BMPs will continue to make progress towards the desired benchmark value.

E. Stormwater Activities

Describe activities planned for the next reporting year:

MCM(s)	BMP	Stormwater Activity	Description/Comments
1	Flyers and Brochures	Develop or post on the stormwater website at least 2 types of flyers/brochures per year	Development of flyers and brochures for the purpose of educating the public on stormwater impacts and ways they can minimize stormwater pollution.
1	Education of Children	Develop at least 1 type of educational material annually for children	Development of educational materials for school age children in order to foster a respect for water quality at an early age.
1	Education of Construction Site Personnel	Make available annually on stormwater website at least 1 guidance document or brochure on construction site runoff issues	Development of guidance materials for construction site personnel on the proper installation and maintenance of erosion and sediment controls.
1	Public Service Announcements	Maintain at least 1 PSA on the Coalition's stormwater website annually to educate the public about water quality	Utilize PSAs on the Coalition's stormwater website to educate the public on the impacts of stormwater pollution and steps they can take to improve water quality.
1	SWMP Posting	Post a copy of the SWMP on the Coalition's stormwater website no later than 30 days after the TCEQ approval date	Post a copy of the SWMP on the Coalition's stormwater quality website for the public to review.
1	Annual Report Posting	Annually post a copy of the most recent annual report on the stormwater website no later than 30 days after the due date	Post a copy of each year's annual report on the Coalition's stormwater quality website for the public to review.

1	SWMP Review	Conduct annual review of SWMP and perform any necessary updates	Conduct an annual review of the Coalition's stormwater management program and perform any necessary updates.
1	Stormwater Hotline	Develop or post on the stormwater website at least 2 types of materials/media per year that informs the public about reporting stormwater quality concerns	Advertise appropriate phone numbers for citizens to participate in the implementation of control measures by reporting illicit discharges, illegal dumping, spills, and construction site discharge issues.
1	SWMP Public Notice	Comply with TCEQ public notice requirements for the TXR040000 permit renewal process	The Coalition will adhere to all state and local public notice requirements during the TXR040000 permit renewal process.
1	Stormwater Quality Website	Maintain and make available annually a stormwater quality website	Develop and maintain a stormwater quality website to ensure that the public can easily find information about the SWMP and inform citizens about steps they can take to improve water quality.
1	Educational Material Distribution	Maintain collection of education materials on the stormwater quality website annually for local community organizations to view	Provide local community organizations with the opportunity to assist in the distribution of stormwater quality educational materials by providing them with materials for distribution at their meetings, when requested. All educational materials will be included on the stormwater quality website for viewing by the public.
2	MS4 Outfall Inspections	Screen 20% of the outfalls within the urbanized area annually	Conduct inspections of all outfalls in the urbanized area (once per permit term) in order to identify and reduce the presence of illicit discharges to the MS4.

2	Regulatory Mechanisms	Maintain ordinances and standard operating procedures in effect annually	Enforce local illicit discharge regulations prohibiting illicit non-storm water discharges from being discharged into the Coalition's MS4. Within two years from the permit effective date, the coalition will review and revise, if needed, its existing regulatory mechanisms to comply with the current permit requirements. Non-traditional MS4s included in the coalition have standard operating procedures in place for addressing illicit discharges, in lieu of regulatory mechanisms.
2	IDDE Procedures	Maintain IDDE standard operating procedures in effect annually	Maintain procedures and all associated records for tracing/removing the source of an illicit discharge, responding to illicit discharges/spills, inspections in response to complaints, and to prevent/correct leaking on-site sewage disposal systems.
2	Public Reporting	Develop or post on the stormwater website at least 2 types of media and/or materials annually to help facilitate public reporting of stormwater quality issues	Develop media to facilitate public reporting of illicit discharges. Options include stormwater hotlines, websites, and flyers/brochures.

3	Construction Site Plan Review	Review construction plans annually that will result in the disturbances of greater than or equal to one acre, or are part of a common plan of development or sale that will result in the disturbance of one or more acres for compliance with local regulations	Implement a construction site plan review program that focuses on compliance with the local construction regulations and water quality impacts. Plans must meet the requirements established in Part III.B.3(b)(2) subsections a. through c. of TPDES General Permit TXR040000. For non-traditional MS4s, this BMP is limited to the sites operated by the permittee and located within the urbanized area.
3	Plan Review, Inspection, and Enforcement Procedures	Maintain standard operating procedures in effect annually	Maintain and implement site plan review, inspection, and enforcement procedures that describe which plans will be reviewed, when operators may begin construction, soil stabilization requirements, and how inspection/enforcement actions will be conducted.
3	Construction Site Inspection/Enforcement	Inspect 50% of applicable construction sites per year, or a minimum of 20 inspections	Conduct inspections of construction sites and associated control measures and enforce local regulatory mechanisms to the MEP. For non-traditional MS4s, this BMP is limited to the sites operated by the permittee and located within the urbanized area.

3	Regulatory Mechanisms	Maintain ordinances and standard operating procedures in effect annually	Enforce local regulations to address stormwater runoff from construction sites which disturb one acre or more or are part of a common plan of development that disturb greater than or equal to one acre. Within two years from the permit effective date, the Coalition will review and revise, if needed, its existing regulatory mechanisms to comply with the current permit requirements. Non-traditional MS4s included in the Coalition have standard operating procedures in place for addressing construction site stormwater runoff, in lieu of regulatory mechanisms.
3	Public Reporting	Develop or post on the stormwater website at least 2 types of media and/or materials annually to help facilitate public reporting of stormwater quality issues	Maintain and implement procedures for receipt and consideration of information submitted by the public regarding construction site stormwater runoff.
4	Development Project Plan Review	Review development plans for the inclusion of post construction controls annually	Review development plans to ensure compliance with local post construction runoff guidelines and inclusion of appropriate permanent stormwater quality controls.

4	Regulatory Mechanisms	Maintain ordinances and standard operating procedures in effect annually	Enforce local post construction stormwater management regulations to address discharges from new development and redevelopment projects which disturb one acre or more or are part of a common plan of development that disturb greater than or equal to one acre. Within two years from the permit effective date, the coalition will review and revise, if needed, its existing regulatory mechanisms to comply with the current permit requirements. Non-traditional MS4s included in the Coalition have standard operating procedures in place for addressing post construction stormwater discharges, in lieu of regulatory mechanisms.
4	Post Construction Procedures	Maintain standard operating procedures in effect annually	Develop and maintain standard operating procedures to document records of enforcement actions and procedures for ensuring long-term operation/maintenance of post construction stormwater control measures.
5	MS4 Facility Inventory	Maintain an inventory of facilities and stormwater controls that the permittee owns and operates within the urbanized area annually	Maintain an inventory of applicable facilities and stormwater controls pursuant to the requirements established in Part III, Section B.5(b)(1) of TPDES General Permit TXR040000, that each permittee owns and operates within the urbanized area.

5	Waste Disposal Procedures	Maintain standard operating procedures in effect annually for the proper disposal of waste; including dredge spoil, accumulated sediments, and floatables	Maintain standard operating procedures for the appropriate disposal of waste materials from maintenance activities such as floatable collections, dredge spoils, and/or accumulated sediments.
5	Contractor Oversight Procedures	Maintain contractor oversight procedures in effect annually	Maintain procedures that contractually require contractors hired by the permittee to perform maintenance activities on permittee-owned facilities to comply with all stormwater control measures, good housekeeping practices, and facility specific stormwater management operating procedures.
5	Operation and Maintenance Activities	Maintain general pollution prevention plan in effect annually for municipal operations	Maintain and implement general pollution prevention plans that identify potential pollutants of concern and address stormwater discharges from permittee operation and maintenance activities, including road and parking lot maintenance, bridge maintenance, cold weather operations, and right-of-way maintenance.
5	Litter/garbage Collection	Conduct litter/garbage collection on an annual basis within the regulated area	Conduct garbage and/or litter collection to reduce floatable material discharges to the MS4.
5	Municipal Operation Procedures	Maintain standard operating procedures in effect annually for inspecting/maintaining structural controls at municipal facilities and for employee training	Maintain standard operating procedures for inspecting/maintaining structural controls at municipal facilities and for conducting employee training for staff members involved in implementing pollution prevention/good housekeeping practices.

F. SWMP Modifications

1. The SWMP and MCM implementation procedures are reviewed each year.

Yes No

2. Changes have been made or are proposed to the SWMP since the NOI or the last annual report, including changes in response to TCEQ's review.

Yes No

If "Yes," report on changes made to measurable goals and BMPs: N/A

MCM(s)	Measurable Goal(s) or BMP(s)	Implemented or Proposed Changes (Submit NOC as needed)
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

Note: If changes include additions or substitutions of BMPs, include a written analysis explaining why the original BMP is ineffective or not feasible, and why the replacement BMP is expected to achieve the goals of the original BMP.

3. Explain additional changes or proposed changes not previously mentioned (i.e. dates, contacts, procedures, annexation of land, etc.). N/A

G. Additional BMPs for TMDLs and I-Plans

Provide a description and schedule for implementation of additional BMPs that may be necessary, based on monitoring results, to ensure compliance with applicable TMDLs and implementation plans. N/A

BMP	Description	Implementation Schedule (start date, etc.)	Status/Completion Date (completed, in progress, not started)
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

H. Additional Information

1. Is the permittee relying on another entity to satisfy any permit obligations?

Yes No

If "Yes," provide the name(s) of other entities and an explanation of their responsibilities (add more spaces or pages if needed)

Name and Explanation: **City of Lake Jackson, see explanation below**

Name and Explanation: **City of Alvin, see explanation below**

Name and Explanation: **City of Angleton, see explanation below**

Name and Explanation: **City of Clute, see explanation below**

Name and Explanation: **City of Richwood, see explanation below**

Name and Explanation: **City of Freeport, see explanation below**

Name and Explanation: **Velasco Drainage District, see explanation below**

Name and Explanation: **Brazoria Drainage District No. 4, see explanation below**

Name and Explanation: **Angleton Drainage District, see explanation below**

Name and Explanation: **Brazoria County Conservation & Reclamation District No. 3, see explanation below**

All permittees listed in this annual report are participating members in the Brazoria County Stormwater Quality Coalition and are responsible for the implementation of the programs as indicated in the "MS4 Responsibilities" section of the SWMP. Some of the activities are being conducted as a group, such as the development of public education materials, guidance documents, standard operating procedures, and SWMP meetings.

2.a. Is the permittee part of a group sharing a SWMP with other entities?

Yes No

2.b. If "yes," is this a system-wide annual report including information for all permittees?

Yes No

Authorization Number: **TXR040154** Permittee: **Brazoria County**

Authorization Number: **TXR040140** Permittee: **City of Lake Jackson**

Authorization Number: **TXR040135** Permittee: **City of Freeport**

Authorization Number: **TXR040139** Permittee: **City of Clute**

Authorization Number: **TXR040136** Permittee: **City of Angleton**

Authorization Number: **TXR040141** Permittee: **City of Richwood**

Authorization Number: **TXR040138** Permittee: **City of Alvin**

Authorization Number: **TXR040142** Permittee: **Velasco Drainage District**

Authorization Number: **TXR040144** Permittee: **Brazoria Drainage District No. 4**

Authorization Number: **TXR040137** Permittee: **Angleton Drainage District**

Authorization Number: **TXR040148** Permittee: **Brazoria County Conservation
& Reclamation District No. 3**

I. Construction Activities

1. The number of construction activities that occurred in the jurisdictional area of the MS4 (Large and Small Site Notices submitted by construction site operators):

6

2a. Does the permittee utilize the optional seventh MCM related to construction?

Yes No

2b. If "yes," then provide the following information for this permit year:

The number of municipal construction activities authorized under this general permit	
The total number of acres disturbed for municipal construction projects	N/A

Note: *Though the seventh MCM is optional, implementation must be requested on the NOI or on a NOC and approved by the TCEQ.*

J. Certification – City of Freeport

If this is this a system-wide annual report including information for all permittees, each permittee shall sign and certify the annual report in accordance with 30 TAC §305.128 (relating to Signatories to Reports).

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name (printed): _____ Title: _____

Signature: _____ Date: _____

Name of MS4: **City of Freeport**



City Council Agenda Item # 6

Title: Consideration and possible action on Ordinance No. 2021-2651, to authorize the placement of speedbumps in certain segments of streets in Downtown, and an Ordinance No. 2021-2652 reducing speeds limits for certain segments of 2nd Street, Broad, Park Ave. and Nat Hickey Lane.

Date: November 15, 2021

From: Councilman Jeff Pena

Staff Recommendation:

Staff recommends Council Consider the resolution for the speed bumps but not adopt a requested ordinance to reduce the speed limit on the proposed streets.

Item Summary:

Last month Councilman Pena requested Council consider the installation of speed bumps in and around downtown Freeport according to the attached drawing. Staff expressed concerns regarding the placement of speed bumps in city streets unless speed limits were reduced to be able to safely accommodate traversing the speedbumps at the posted speed.

As a traffic control issue this was presented to the Plan Commission for consideration and recommendation.

Background Information:

Councilman Pena expressed frustration at the speeding and truck traffic that was occurring on those streets, especially that traffic coming off of state highway 1495. A decoy police car was place on Broad Street, and according to Councilman Pena only had a very temporary affect at slowing traffic.

The Plan commission met on Monday November 8th to consider the issue and after deliberation recommended to Council that speeds be reduced on Nat Hickey Lane and Park Streets to 10MPH from Second Street to Fourth Street, and reduce speeds on Second and Broad Streets to 20 MPH from State Highway 1495 to Cherry Street. They did not recommend the installation of speed bumps.

Special Considerations

Following the plan commission meeting City attorney notified staff that State Law precludes the city from lowering the speed limit to less than 25MPH on any city Street.

Upon request, Public Works director has developed the attached plan and cost estimates for installing the requested and speed humps.

Financial Impact: The Speed humps Mr. Petty got quotes for are designed for the slower speeds. The total anticipated cost of the project is \$20,236 for materials. Speed humps are available that are designed for 25 mph speeds but will be more expensive. Their cost has not been determined as of this writing.

Board or 3rd Party recommendation:

Plan Commission recommended lowering the speed limit in this area but did not recommend the speed bumps.

Supporting Documentation: Ordinance, Letter and plan from Mr. Petty

ORDINANCE NO. 2021-2651

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; SEEKING TO DETER DRIVERS FROM TRAVELING ON THE ROADS ADJACENT TO MEMORIAL PARK IN EXCESS OF THE POSTED SPEED LIMITS; AUTHORIZING THE CITY MANAGER TO PLACE SPEED BUMPS ON ROADS ADJACENT TO MEMORIAL PARK; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE IMMEDIATELY UPON PASSAGE AND EXECUTION BY THE MAYOR AND THE CITY CLERK.

WHEREAS, Section 542 of the Texas Transportation Code, authorizes local authorities to regulate traffic by traffic-control devices, and authorizes local authorities to place and maintain appropriate traffic control devices; and

WHEREAS, there is a persistent problem of drivers traveling on the roads adjacent to Memorial Park in excess of the posted speed limits; and

WHEREAS, the designated parks within the City of Freeport are designed and intended to encourage families and citizens of all ages to enjoy the amenities and recreational opportunities of such parks, and as such, attract pedestrian traffic of people with limited physical or mental ability including children and the elderly; and

WHEREAS, the City Council finds that the installation of speed bumps on streets adjacent to Memorial Park will provide a physical barrier to prevent drivers from exceeding the posted speed limits; and

WHEREAS, the City Council, has determined and does here now declare that the adoption of this ordinance is necessary to the health, safety and general welfare of its inhabitants and the persons traveling upon its public streets.

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

First, City Manager is authorized and instructed to immediately install speed bumps in the roadways at the locations set forth in Exhibit A, which contains a diagram of the Memorial Park area and the specific locations for installation of speed bumps.

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

Third, this ordinance shall take effect and be in force immediately upon its passage and execution by the Mayor and the City Clerk.

Fourth, the City Council specifically finds and determines that the meeting at which this ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ, PASSED AND ADOPTED this _____ day of November, 2021

Brooks Bass, Mayor

ATTEST:

Betty Wells, City Secretary

APPROVED AS TO FORM ONLY:

Christopher Duncan, City Attorney



To: Tim Kelty - City Manager

From: Lance Petty – Director of Public Works

Date: 11/9/2021

Re: Proposed Speed Humps in the Downtown Area

Mr. Kelty,

After reviewing the proposed reduction in speed map in the downtown area, I went out and took some measurements of the proposed areas for the installation of speed control bumps/humps. If approved through council for the installation of speed control bumps/humps, the proper application will be to install speed humps to reduce speed in the proposed areas. The proposed objective is to slow traffic to a reduced speed not to exceed 20mph and speed humps are designed to provide this reduction in speed in a safe manner. Below is the comparison between speed humps and speed bumps:

Speed Humps:

- **Designed to slow traffic to 10 to 15 mph**
- **Highly effective traffic calming solution**
- **Slows traffic without vehicle or tire damage**
- **Increases pedestrian safety**

Speed Bumps:

- **Slows vehicles to 1 to 2 mph**
- **Abruptly slows down vehicles**
- **Can cause vehicle or tire damage**

Attached is the mapping and the cost breakdown for the proposed speed reduction in the downtown area. Let me know if you need anything else.

Thank you

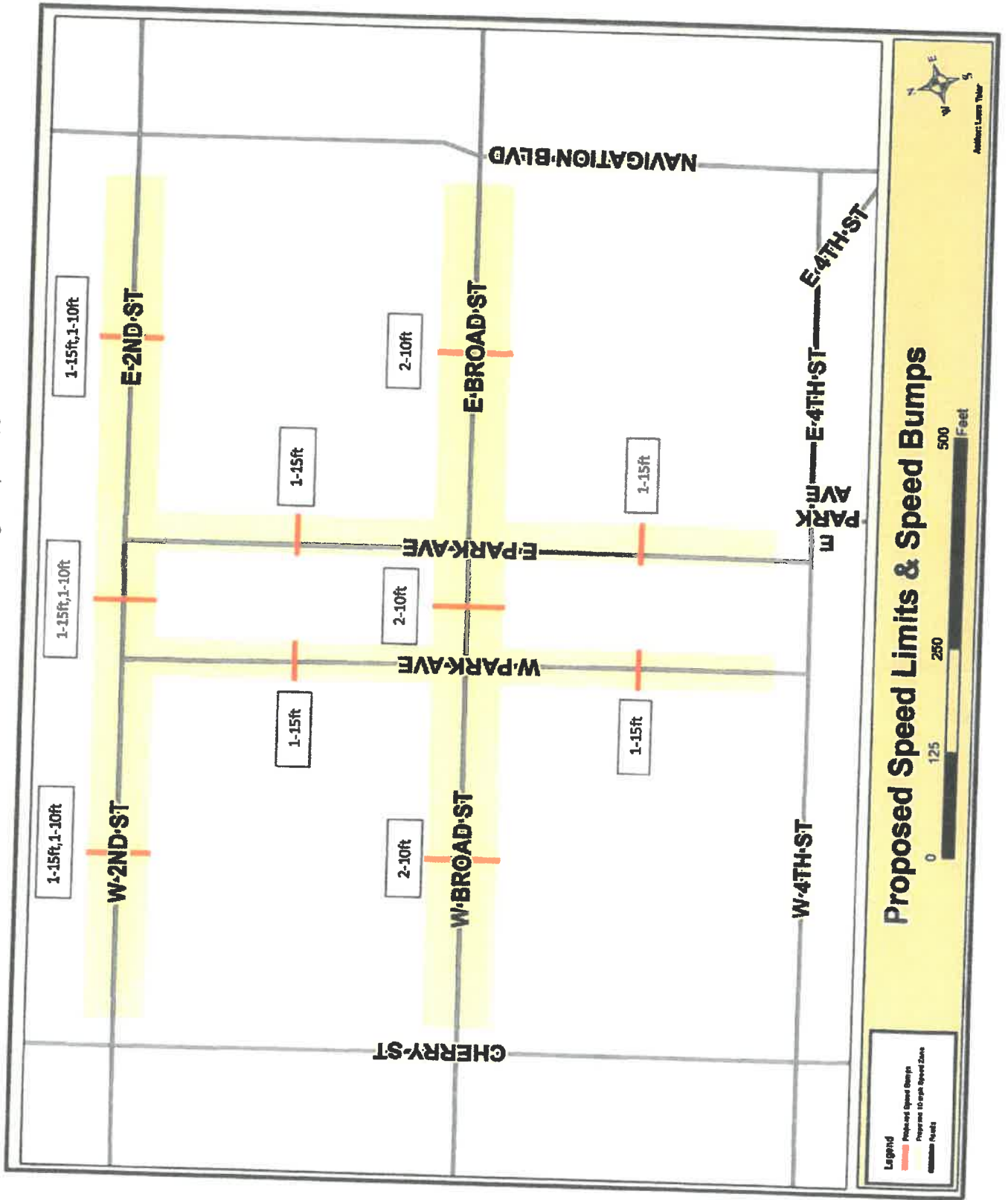
Lance Petty

7- 15ft Speed Humps = \$10,211.95
 9- 10 ft Speed Humps = \$8,539.65

8- 20mph signs = \$224.00
 4- Reduced Speed signs = \$100.00

16- sign posts = \$1040.00

4- Speed Humps Ahead signs = \$120.00





City Council Agenda Item # 7

Title: FY2021-2022 Proposed Budget Adjustment #1

Date: November 15, 2021

From: Cathy Ezell, Finance Director

Staff Recommendation: I recommend approval of the following budget amendment.

Item Summary: This proposed budget amendment offsets expenditure overages by shortages based on actuals (unaudited) through the end of the Fiscal Year 2020-2021.

Background Information: Below is a summary of each of the proposed changes.

1. Administration Department: Recodification and Fire Alarm Replacement
2. Fire Department: Sparky Costume
3. Emergency Management: Engineering for Hurricane Harvey projects.
4. Code Enforcement: Demolition of dangerous buildings.
5. Streets: Pump Station Avenue A
6. Parks: Replacement of Trees, Park Equipment, and Fire Alarm Repairs.
7. Streets & Drainage Fund: Roll of Street paving and repair projects.
8. Facilities & Grounds CIP Fund: Roll of unfished projects.
9. Vehicle & Equipment Fund: Roll of funds for vehicles and equipment that did not come in by end of fiscal year.
10. Information Technology Fund: Roll of unfished projects.
11. Utility Fund: CDBG Project – WWTP Bar Screen, I&I Management, Force Main Engineering, and Emergency Response Plan.
12. 2020 CO Bond Fund: Roll of unfinished projects.
13. 2021 CO Bond Fund: Roll of unfinished projects.

Financial Impact: The funds are coming from the savings from Fiscal Year 2020-2021 that were rolled into fund balance at the end of the Fiscal Year 2020-2021. The budget adjustment is moving the savings from fund balance into the operating and project budget.

Supporting Documentation: Ordinance

**City of Freeport
End of Year Budget Adjustment
Fiscal Year 2022**

Department General Fund	Account Number	Description	FY2021-2022	FY2021-2022	FY2021-2022
			Original Budget	1st Budget Amendment	Amended Budget
Administration	10-410-413	Professional Services	\$ 100,000	\$ 12,000	\$ 112,000
	10-410-543	Electronics/Computer Maint	65,000	2,691	67,691
		Total Administration	165,000	14,691	179,691
Fire	10-530-394	Fire Prevention	3,000	3,915	6,915
		Total Fire	3,000	3,915	6,915
Emergency Management	10-556-413	Professional Services	-	18,695	18,695
		Total Emergency Management	-	18,695	18,695
Code Enforcement	10-557-411	BLDG Demolition/Mowing	60,000	17,360	77,360
		Total Code Enforcement	60,000	17,360	77,360
Streets	10-575-899	Capital Outlay	-	29,634	29,634
			-	29,634	29,634
Parks	10-655-331	Agricultural/Botanical	40,000	16,000	56,000
	10-655-545	Bldg/Bldg Equipment Maintenance	33,400	3,850	37,250
	10-655-546	Land/Grounds Maint	44,000	4,287	48,287
		Total Parks	117,400	24,137	141,537
	Fund Balance		(108,432)		
	Total Genral Fund		\$ 345,400	\$ -	\$ 453,832
Street & Drainage Fund	14-575-413	Professional Services	\$ -	\$ 10,814	\$ 10,814
	14-575-822	North Ave S	-	14,157	14,157
	14-575-823	South Ave D	-	13,649	13,649
	14-575-824	South Ave G	-	17,334	17,334
	14-575-825	Karankawa Street	-	71,987	71,987
	14-575-826	North Ave H	-	111,156	111,156
	14-575-827	Varner Street	-	25,872	25,872
	14-575-828	Quintanta Street	-	3,580	3,580
	14-575-829	West Broad Street	-	67,479	67,479
	14-575-830	6th Street	-	7,228	7,228
	14-575-899	Capital Outlay	425,000	248,720	673,720
		Fund Balance		(591,976)	
		Total Street & Drainage Fund	\$ 425,000	\$ -	\$ 1,016,976
	Facilities & Grounds CIP Fund	21-530-899	Capital Outlay - Fire	80,000	13,185
21-530-899		Capital Outlay -Museum	105,000	17,000	122,000
21-656-899		Capital Outlay - Golf	190,000	21,800	211,800
		Fund Balance		(51,985)	
	Total Facilities & Grounds CIP Fund	\$ 375,000	\$ -	\$ 426,985	
Vehicle & Equipment Fund	22-525-899	Capital Outlay - Police	\$ 140,000	\$ 109,148	\$ 249,148
	22-530-899	Capital Outlay - Fire	696,400	89,342	785,742
	22-575-899	Capital Outlay - Streets	331,000	7,500	338,500
		Fund Balance		(205,990)	
	Total Vehicle & Equipment Fund	\$ 1,167,400	\$ -	\$ 1,373,390	
Information Technology Fund	23-410-899	Capital Outlay - Admin	\$ -	\$ 179,178	\$ 179,178
	23-525-899	Capital Outlay - Police	122,000	76,557	198,557
	23-530-899	Capital Outlay - Fire	-	7,730	7,730
		Fund Balance		(263,465)	
	Total Police Seizure	\$ 122,000	\$ -	\$ 385,465	

**City of Freeport
End of Year Budget Adjustment
Fiscal Year 2022**

Department	Account Number	Description	FY2021-2022	FY2021-2022	FY2021-2022
			Original Budget	1st Budget Amendment	Amended Budget
Utility Fund					
	56-575-413	Professional Services	\$ 25,000	\$ 317,867	\$ 342,867
	56-575-875	Grant Expenditures	260,000	3,364	263,364
		Fund Balance		(321,231)	
		Total Utility Fund	\$ 285,000	\$ -	\$ 606,231
2020 CO Bond Fund					
	66-410-899	Capital Outlay - Administration	323,000	658,710	981,710
	66-575-499	Capital Outlay - Streets	2,125,000	2,100,220	4,225,220
		Fund Balance		(2,758,930)	
		Total 2020 CO Bond Fund	\$ 2,448,000	\$ -	\$ 5,206,930
2021 CO Bond Fund					
	67-565-899	Capital Outlay	3,000,000	122,239	3,122,239
		Fund Balance		(122,239)	
		Total 2021 CO Bond Fund	\$ 3,000,000	\$ -	\$ 3,122,239

ORDINANCE NO. 2021-2647

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; MAKING CERTAIN FINDINGS AND CONTAINING CERTAIN PROVISIONS RELATING TO THE SUBJECT; PROVIDING A SEVERANCE CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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, under Section 102.001(b) of the Local Government Code, because the City has a City Manager form of government, the City Manager is the budget officer of the City municipality and under Section 102.002 of said Code and Chapter 9 of said Charter, the City Manager is required to prepare a proposed annual budget for the municipality and, under Section 102.03(a) of said Code and Chapter 9 of said Charter, is required to file the same with the City Secretary before the 30th day before the date the governing body of the municipality makes its tax levy for the fiscal year; and,

WHEREAS, on August 2, 2021, the City Manager presented to the City Council a proposed budget of the expenditures of the City of Freeport for the fiscal year 2022 and the proposed budget was filed with the City Secretary and posted on the City website as required by Local Government Code Section 102.005; and

WHEREAS, pursuant to notice as required by Section 102.006 of the Local Government Code, on September 7, 2021, a public hearing on such budget was held in the Council Chambers, at which hearing all citizens and taxpayers of the City had the right to be present and to be heard, and those who requested to be heard were heard; and

WHEREAS, the budget for the 2021-2022 fiscal year of the City was approved by the City Council by Ordinance No. 2021-2637, read, passed and adopted on the 7th day of September, 2021.

WHEREAS, such Ordinance states that the budget for operations shall be administered as follows:

- a. The Council may transfer any unencumbered appropriation balance or portion thereof from one department, or fund to another, at any time;
- b. The City Manager shall have authority, without Council approval, to transfer appropriation balances from one expenditure account to another within a department;
- c. At any time in any fiscal year, the Council may, pursuant to Article XI, section 9.14 of the City Charter, make emergency appropriations to meet pressing need for public expenditure, for other than regular or recurring requirements, to protect the public health, safety or welfare. Such appropriation shall not be more than 5% of the total annual budget; however, the 5% may only be allocated under the condition the "undesignated" reserve/contingency funds may only be used with the specific consent of the City Council for unforeseen contingencies by the City Manager; and



City Council Agenda Item's # 8 & 9

Title: Consideration and possible action approving Ordinance No. 2021-2640 for the regulations of the Short-Term Rentals, and Resolution No. 2021-2712 for the amendment of the Master Fee Schedule.

Date: November 15, 2021

From: Tim Kelty, City Manager

Staff Recommendation:

Staff recommends approval of this ordinance

Item Summary:

This ordinance establishes regulations for Residential Short-Term Rentals.

The Ordinance requires that all residential short residential short-term rentals be registered and permitted. It establishes regulations on the number of occupants, use, noise, trash, and parking. It also requires that an owner of each property must designate a local responsible individual who shall be available in the case of a potential violation arises, and respond in person within one hour if called.

Background Information:

A few months ago, a number of residents from the Bridge Harbor area complained to City Council about nuisances that were resulting from the growing number of residential short-term rentals. They complained about excessive noise after hours, trash, over-crowded parties, and cars parking wherever they could find a parking space. Council requested staff to develop regulations that would provide the city a clearer ability to address these issues. The proposed ordinance does that.

Special Considerations:

If adopted, this ordinance would require all residential short-term rentals to apply for and receive a permit for that use of their property. Permits would be valid for 1 year, and may be renewed annually following an inspection. Staff is proposing a new permit application fee of \$75 and a renewal fee of \$30 in the Resolution to amend the Master Fee Schedule.

Financial Impact:

None. The cost of implementing the policy should be offset by the permit fees.

Board or 3rd Party recommendation:

N/A

Supporting Documentation: Ordinance & Resolution

ORDINANCE NO. 2021-2640

AN ORDINANCE ADOPTING A NEW CHAPTER 124, " SHORT-TERM RENTAL FACILITIES" CONTAINED IN TITLE 11 "BUSINESS REGULATIONS" OF THE CODE OF ORDINANCES OF THE CITY OF FREEPORT, TEXAS, TO PROVIDE FOR THE LICENSING AND REGULATION OF SHORT-TER MRENTAL FACILITIES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PENALTIES; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THE ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AND PROPERLY PUBLISHED FOR HEARING AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Freeport, Texas, has determined 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; and

WHEREAS, the City Council finds that this Ordinance was adopted at a meeting which was open to the public and preceded by proper notice, as required by Chapter 551 of the Texas Local Government Code (the Open Meetings Act).

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

Section 1, the findings and recitations set out in the preamble to this ordinance are found to be true and correct and they are hereby adopted by the City Council and made part hereof for all purposes.

Section 2, That Chapter 124 "Short-term Rental Facilities" in Title 11 " Business Regulations" of the Code of Ordinances of the City of Freeport, Texas, is hereby adopted to read as follows:

CHAPTER 124 – SHORT-TERMRENTAL FACILITIES

Sec 124.01 Title

This Chapter of the Code of the City of Freeport, Texas is hereby designated and shall be known and referred to as the "Short-term Rental Facilities" Chapter of the City Code of Ordinances.

Section 124.02 Purpose

The purpose of the regulations set forth in this article is to provide a procedure to allow the rental of private residences to visitors on a short-term basis, while ensuring that such rental use does not create adverse impacts to residential neighborhoods due to excessive traffic, noise, and density. Additionally, this section is intended to ensure that the number of occupants within such rental units does not exceed the design capacity of the structure to cause health and safety concerns; to prevent excessive burden on wastewater treatment infrastructure and other public infrastructure due to added density, and that minimum health and safety standards are maintained in such units to protect visitors and residents from unsafe or unsanitary conditions.

Section 124.03 Applicability

The provisions of this Chapter shall apply to all existing and future residential properties, both primary and accessory structures, and any portions thereof.

Sec. 124.04 Definitions

Administrator means the City Manager or the person or department designated by the City Manager to enforce and administer this Chapter.

Advertise means the act of drawing the public's attention to a short-tenant rental in order to promote the availability of the residence for use as a short-term rental. Said advertising may be found in any medium, including but not limited to, newspaper, magazine, brochure, website, or mobile application.

Bedroom means the living area(s) of the dwelling unit that is designed and furnished for sleeping and which has proper egress as required by the International Residential Code.

Booking Service means any reservation and/or payment service provided by a person or entity that facilitates a short-term rental transaction between an Owner and a prospective Occupant, and for which the person or entity collects or receives, directly or indirectly through an agent or intermediary, a fee in connection with the reservation and/or payment services provided for the short-term rental transaction.

Hosting Platform means a person or entity that participates in the short-term rental business by providing, and collecting or receiving a fee for, Booking Services through which an Owner may offer premises for an occupant on a short-term basis. Hosting Platforms usually, though not necessarily, provide Booking Services through an online platform that allows an Owner to advertise the premises through a website provided by the Hosting Platform and the Hosting Platform conducts a transaction by which potential occupants arrange their use and their payment, whether the would-be occupant pays rent directly to the Owner or to the Hosting Platform.

Occupant means any individual person living, sleeping or possessing a building, or portion thereof. A person is not required to be paying rent, providing in-kind services, or named in any lease, contract or other legal document to be considered an occupant.

Owner means any person, agent, operator, firm, trust, corporation, partnership, or any other legal entity who has a legal or equitable interest in the property; or who is recorded in the official records of the county as holding title to the property; or who otherwise has control of the property, including the guardian of the estate of any such person, and the executor of the estate of such person if ordered to take possession of real property by a court.

Premises means property, a lot, plot or parcel of land, including any structures or portions of structures thereon.

Short-term rental (STR) means a residential premise, or portion thereof, used for lodging accommodations to occupants for a period of less than thirty (30) consecutive days.

Section 124.05 Unpermitted short-term rentals prohibited

A. It shall be unlawful for any owner or person to rent, lease, advertise, or otherwise permit or allow any residential premises to be operated or used as an unpermitted Short-term Rental.

Section 124.06 Requirements for hosting platforms

A. All Hosting Platforms shall provide the following information in a notice to any owner listing a Short-term Rental located within the City of Freeport through the Hosting Platform's service. The notice shall be provided prior to the owner listing the premises and shall include the following information: THE "SHORT-TERM RENTAL" CHAPTER OF THE CITY OF FREEPORT CODE OF ORDINANCES PROHIBITS THE SHORT-TERM RENTAL OF RESIDENTIAL PREMISES WITHIN THE CITY OF FREEPORT WITHOUT AN ACTIVE SHORT-TERM RENTAL PERMIT.

B. Notwithstanding any other provision of this Chapter, nothing shall relieve any owner person, occupant or Hosting Platform of the obligations imposed by the applicable provisions of state law and the City of Freeport Code of Ordinances, including but not limited to, those obligations imposed by the Tax Code. Further, nothing in this Chapter shall be construed to limit any remedies available under the applicable provisions of state law and the City of Freeport Code of Ordinances

Section 124.07 Short-term rental permit required

An owner who desires to use its premises as a short-term rental must have a valid, active short-term rental permit from the city prior to using, allowing the use of, or advertising the use of said premises as a short-term rental. Upon application to the City, a short-term rental permit shall be approved by the Administrator, if the application satisfies all the conditions of this Chapter. The Administrator may place reasonable conditions on a short-term rental permit to ensure compliance with the provisions of this Chapter.

Section 124.08 Expiration of permit; renewals

A short-term rental permit shall expire on the last day of the month one year after the date of issuance. No short-term rental permit may be renewed without a completed renewal application submitted by the owner and payment of the renewal fee. If the renewal application satisfies all the conditions of this Chapter and all other applicable City Code provisions, including any adopted building and maintenance codes, an application for the renewal of a short-term rental permit shall be approved by the Administrator. The Administrator may place reasonable conditions on a short-term rental renewal permit to ensure compliance with the provisions of this Chapter.

Section 124.09 Requirements of application.

Except as provided in this Section, every complete application for a short-term rental permit shall include the following information with such detail and in a form approved by the Administrator.

1. The name, address, contact information and authenticated signature for the owner of the premises;
2. The name, address and contact information of the operator, agent if any, and designated local responsible party as required in Section 124.10;
3. A plot plan of the premises identifying the location of parking spaces to be used in conjunction with the short-term rental;
4. A dimensioned floor plan of the proposed short-term rental identifying bedrooms, other living spaces and emergency evacuation routes;
5. Proof of insurance as required in Section 124.11;
6. The name and contact information for the property owner's association, if any, of which the premises is covered by the dedicatory instruments;
7. A copy of the proposed host rules for the short-term rental; and
8. Such certifications deemed necessary and proper to ensure compliance with this Chapter.
9. A permit application fee.

B. An application for a short-term renewal permit may be filed beginning thirty (30) days prior to expiration of a current permit. Every complete application for a short-term rental renewal permit shall include updates, if any, to the information contained in the original permit application or any subsequent renewals. The permit holder shall sign a statement affirming that there is either no change to such information, or that any updated information is accurate and complete. The Administrator may require such certifications deemed necessary and proper to ensure continuing compliance with this Chapter.

C. An application for a short-term rental renewal permit submitted after the expiration of the most immediate permit for the premises shall be treated as an application for a new permit as described in subsection A of this Section.

D. If a complete application for a short-term renewal permit is submitted less than thirty (30) days prior to expiration of the current permit, the Administrator in his or her sole discretion may grant a one-time extension of the current permit not to exceed ten (10) days.

Section 124.10 Designation of local responsible party required

An owner must designate the name and contact information of a local responsible party who can be contacted regarding immediate concerns and complaints from the public. Said individual must reside in Brazoria County, Texas and be available to be reached in person or by phone on a 24-hour basis, 365 days of the year. If called, a local responsible party must be able to and shall be present at the premises within one (1) hour of call from Administrator, or his designee. A local responsible party must be authorized to make decisions regarding the premises and its occupants. A local responsible party may be required to, and shall not refuse to, accept service of citation for any violations on the premises. Acceptance of service shall not act to release owner of any liability under this chapter.

Section 124.11 Proof of insurance required

It shall be unlawful for the owner of premises operating as a short-term rental to operate without host protection or other liability insurance commensurate with the operations of the short-term

rental that provides coverage of up to \$1 million per occurrence. A certificate of insurance must be on file with the Administrator. Proof of insurance shall be required at the time of application and notice of cancelation of insurance must be made to the Administrator within 30 days.

Section 124.12 Inspection required

No permit or renewal permit shall be approved for a short-term rental until the City has inspected the premises and found the premises to be in compliance with minimum health and safety requirements for use and occupancy. If a premises fails to pass an inspection, a reinspection fee may be charged for each subsequent inspection in accordance with the fee established by resolution.

Section 124.13 Permit fees

A fee established by resolution of the City Council will be charged to reimburse the City for all costs associated with the administration of this chapter.

Section 124.14 Hotel occupancy taxes; Request for occupancy history

It shall be unlawful for an owner of premises used for a short-term rental to fail to pay hotel occupancy taxes required under State law and the City of Freeport Code of Ordinances. Upon request of the Administrator, the owner of a premises used as a short-term rental shall remit, within 30 days, an accounting of all occupants who rented the premises and the hotel occupancy taxes paid therefor. It shall be unlawful for a person to fail to provide said information requested in a timely manner.

Section 124.15 Short-term rental permit nontransferable

A short-term rental permit is non-transferable and shall not be assigned nor transferred to another person or entity. Any attempt to transfer a permit or attempt to use another person's permit may be grounds for revocation of said permit.

Section 124.16 Restrictions on number of occupants

A. It shall be unlawful for an owner or person to rent, allow, provide, or advertise for more than two (2) persons per bedroom, plus two (2) additional persons, when using the premises as a short-term rental.

B. Regardless of the number of bedrooms at the premises, it shall be unlawful:

I. For more than twelve (12) persons (including children), to occupy a short-term rental at any one time; or

2. For the owner or operator to allow, suffer or permit the number of occupants living, sleeping within or possessing a short-term rental to exceed the maximum occupancy shown on the short-term rental permit or renewal permit.

C. A visual inspection of more than twelve (12) persons by a city employee at the premises is prima facie evidence of and shall be probable cause to issue a citation for a violation of this section.

Section 124.17 Minimum stay required.

It shall be unlawful for an owner to rent or lease a short-term rental for a period of less than 24 hours.

Section 124.18 Physical conversion of premises prohibited

A. It shall be unlawful for an owner or person to convert a garage to living space, remodel, renovate, enlarge or otherwise modify premises to add additional bedrooms for use as a Short-term Rental.

B. It shall be unlawful for an owner or person to pave or otherwise cover pervious soil to create additional on-premise parking without prior approval from the City of Freeport.

Section 124.19 Sound equipment restrictions

It shall be unlawful for an owner or occupant of a short-term rental to use or allow the use of amplified sound equipment that produces sound audible beyond the property line of the premises between the hours of 10:00 p.m. and 9:00 a.m.

Section 124.20 Trash pickup requirements

It shall be unlawful for an owner or occupant to place, or allow to be placed, trash on the premises before 7:00 PM the evening prior to scheduled pickup or on a day not scheduled for pickup by the City or its authorized solid waste transportation vendor.

Section 124.21 Advertising, promoting or allowing of special events prohibited

A. It shall be unlawful for an owner or occupant to advertise or promote a special event, or allow the advertising and promotion of a special event (e.g. banquet, wedding, reception, reunion, bachelor or bachelorette party, concert, or any similar activity that would assemble large numbers of invitees) to be held on the premises.

B. It shall be unlawful for an owner or occupant to allow, suffer or permit a banquet hall or special event as described to be held on the premises.

Section 124.22 Notice to occupants of short-term rentals

An owner or person operating a short-term rental shall provide a notice of instructions (also known as "host rules") to occupants staying at the premises in a form developed by the Administrator. The notice shall instruct the occupants as to all applicable city regulations pertaining to short-term rentals. These include, but are not limited to, occupancy restrictions, limits on parking, trash pickup, prohibitions on special events, limits on amplified sound, and curfew times.

Section 124.23 Permit to be displayed.

A copy of the approved short-term rental permit shall be posted at a conspicuous location inside the front entrance(s) to the short-term rental.

Section 124.24 Use of assigned permit number required

It shall be unlawful for an owner or person to advertise a short-term rental in any medium, including but not limited to newspaper, magazine, brochure, website, or mobile application without including the current permit number assigned by the Administrator.

Section 124.25 Use of unauthorized permit number prohibited

It shall be unlawful for an owner or person to use, advertise or promote or allow the use, advertisement or promotion of a short-term rental using a permit number not assigned to the owner or person, or to a different address, or to a different dwelling unit.

ADMINISTRATIVE PROCEDURES

Section 124.26 Revocation of permit

A. Grounds. Any permit issued hereunder may be revoked by the Administrator if the permit holder has:

- (1) received more than two citations for violations of this chapter or any other provision of this Code of Ordinances within the preceding 12-month time period; or
- (2) failed or refused to comply with an express condition of the permit and remains in non-compliance ten (10) days after being notified in writing of such non-compliance; or
- (3) knowingly made a false statement in the application; or
- (4) otherwise become disqualified for the issuance of a permit under the terms of this Article.

B. Notice. Notice of the revocation shall be given to the permit holder in writing, with the reasons for the revocation specified in the notice, served either by personal service or by certified United States mail to their last known address. The revocation shall become effective the day following personal service or if mailed, three (3) days from the date of mailing.

C. Appeal; hearing. The permit holder shall have ten (10) days from the date of such revocation in which to file notice with the Administrator of their appeal from the order revoking said permit. The Administrator shall provide for a hearing on the appeal in accordance with the provisions of this Article.

D. One-Year Waiting Period. In the event an owner's short-term rental permit is revoked by the Administrator, no second or additional permit shall be issued for a short-term rental on the premises for one year of the date such permit was revoked.

Section 124.27 Administrative appeals of denial or revocation of permit.

A. Upon denial or revocation of a permit, the Administrator, shall notify the applicant or permit holder, in writing, of the reason for which the permit is subject to denial or revocation. To contest the denial or revocation of a permit, the applicant or permit holder shall file a written request for a hearing with the Administrator within ten (10) days following service of such notice. If no written request for hearing is filed within ten (10) days, the denial or revocation is sustained.

B. The appeal shall be conducted within twenty (20) days of the date on which the notice of appeal was filed with the Administrator.

C. The hearings provided for in this Section shall be conducted by the Administrator or a designated hearing officer at a time and place designated by the Administrator or the hearing officer. Based upon the evidence of such hearing, the Administrator or the designated hearing officer shall sustain, modify or rescind any notice or order considered at the hearing. A written

report of the hearing decision shall be furnished to the applicant or permit holder requesting the hearing.

D. After such hearing, an applicant or permit holder whose permit was denied or revoked by the Administrator may appeal to the City Council or board designated by the City Council to hear such appeals.

E. An appeal shall not stay the denial or suspension of the permit unless otherwise directed by the Administrator.

Section 124.28 Appeals of Administrator decision

A. All appeals must be made in writing and received no less than ten (10) days after any final decision made by the Administrator or the designated hearing officer in accordance with above.

B. The City shall schedule the appeal hearing within twenty (20) days from receipt of the appellant or permit holder's appeal request

C. If the City Council or designated board finds by a preponderance of the evidence that the denial or revocation of the permit was necessary to protect the health, safety, or welfare of the general public, the City Appeal Officer shall affirm the denial or revocation of appellant's application or permit.

D. The City Appeal Officer may consider any or all of the following factors when reaching a decision on the merits of the appeal:

1. The number of violations, convictions, or liability findings;
2. The number of previous permit revocations;
3. The number of repeat violations at the same location;
4. The degree to which previous violations endangered the public health, safety or welfare; and
5. Any pending action or investigation by another agency.

E. After the hearing, the City Council or designated board shall issue a written order. The order shall be provided to the appellant by personal service or by certified mail, return receipt requested.

F. The City Council or designated board may affirm or reverse the denial or revocation of the permit. If affirmed, the order issued must state that the appellant is not eligible to receive a new permit for a short-term rental on the premises sooner than one year after the date of the order. If reversed, the permit shall be reinstated immediately, in the case of a revocation, or the pennit shall be issued within three (3) business days, in the case of a denial.

G. The determination of the City Council or designated board shall be final on the date the order is signed.

H. An appeal to the City Council or designated board does not stay the effect of a denial or revocation or the use of any enforcement measure unless specifically ordered by the Administrator or the City Council or designated board.

ENFORCEMENT

Section 124.29 Discontinuance

A. The owner of a short-term rental use that is unable to obtain a permit for said use or fails or refuses to obtain a permit for the use following the effective date of this Chapter, shall discontinue the short-term rental use no later than 6 months.

B. If the permit for a short-term rental use is not renewed, the owner shall discontinue the use no later than the date on which the existing permit or any extension thereof expires.

Section 124.30 Penalties

A. A person who violates any provision of this Chapter by performing an act prohibited or by failing to perform an act required is guilty of a misdemeanor. Each day on which a violation exists or continues to exist shall be a separate offense.

B. If the definition of an offense under this Chapter does not prescribe a culpable mental state, then a culpable mental state is not required. Such offense shall be punishable by a fine not to exceed Five Hundred Dollars and No Cents (\$500.00). Although not required, if a culpable mental state is in fact alleged in the charge of the offense and the offense governs fire safety, zoning, or public health and sanitation, including dumping of refuse, such offense shall be punishable by a fine not to exceed Two Thousand Dollars and No Cents (\$2,000.00).

C. If the definition of an offense under this Chapter prescribes a culpable mental state and the offense governs fire safety, zoning, or public health and sanitation, including dumping of refuse, then a culpable mental state is required and the offense shall be punishable by a fine not to exceed Two Thousand Dollars and No Cents (\$2,000.00).

Any person, firm, corporation, agent or employee thereof who violates any of the provisions of this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be fined an amount not to exceed Two Thousand Dollars and No Cents (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

Section 3, This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Freeport and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

Section 4, If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

Section 5, All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for City of Freeport in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

Section 6, Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Freeport in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Freeport.

Section 7, This ordinance shall take effect and be in force immediately upon its passage and publication of its descriptive caption twice in the Brazosport Facts.

READ, PASSED AND ADOPTED this _____ day of November, 2021

Brooks Bass, Mayor

ATTEST:

Betty Wells, City Secretary

APPROVED AS TO FORM ONLY:

Christopher Duncan, City Attorney

RESOLUTION NO. 2021-2712

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS AMENDING THE MASTER FEE SCHEDULE FOR ASSESSING RATES AND FEES AND CHARGES FOR SERVICES PROVIDED BY CITY DEPARTMENTS, USE OF CITY PROPERTY, AND PURCHASE OF CERTAIN GOODS PROVIDED BY THE CITY; SPECIFICALLY TO ESTABLISH APPLICATION AND RENEWAL FEES FOR SHORT-TERM RENTAL PERMITS; AUTHORIZING THE CITY CLERK TO MAINTAIN THE MASTER RATE SCHEDULE AND RECOMMEND ADJUSTMENTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR A FINDING OF PROPER MEETING AND NOTICE.

WHEREAS, the City Council of the City of Freeport, Texas ("City") seeks to provide for reasonable fees and charges for services provided by City departments, use of City property, and purchase of certain goods provided by the City in order to recoup the cost of conducting municipal business on the public's behalf without unduly relying on taxes; and

WHEREAS, the City Council finds that the Code of Ordinances of the City of Freeport, Texas ("Code") contains rates and fees throughout the Code and desires to consolidate all City rates and fees to provide a single and convenient location for a list of all rates and fees charged by the City through a Master Rate Schedule; and

WHEREAS, by Ordinance No. 2019-2597 the City Council of the City authorized the establishment and maintenance of a Master Fee Schedule; and

WHEREAS, the City Council has determined that the public welfare would be best served by establishing permit application and renewal fees for short-term rentals in the Master Fee Schedule.

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

SECTION 1. FEES. Pursuant to the provisions of its Code of Ordinances, as amended by Ordinance No. 2019-2597, the City Council of the City hereby amends the Master Fee Schedule with the rates and fees attached hereto as Exhibit "A".

SECTION 2. EFFECTIVE DATE. This resolution and the rules, regulations, provisions, requirements, orders, and matters established and adopted hereby shall take effect and be in full force and effect on the date of passage and upon execution by the mayor and city secretary as set forth below.

SECTION 3. PROPER NOTICE AND MEETING. It is hereby found and determined that the meeting at which this resolution was passed was attended by a quorum of the City Council, was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

Read, passed and adopted the _____ day of October, 2021.

Brooks Bass, Mayor
City of Freeport, Texas

ATTEST:

Betty Wells, City Clerk
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Christopher Duncan, City Attorney
City of Freeport, Texas

EXHIBIT A

SHORT-TERM RENTAL PERMITS

1. Application Fee for Initial Permit - \$75
2. Application Fee for Renewal of Permit - \$30



City Council Agenda Item # 10

Title: Consideration and possible action regarding a Resolution accepting proposal for solid waste service and giving notice of award.

Date: November 15, 2021

From: Tim Kelty, City Manager

Staff Recommendation:

Staff Recommends adoption of this Resolution.

Item Summary:

Staff has received the attached proposal for Solid Waste collection services in the City of Freeport from AmeriWaste Inc out of Alvin Texas. The proposal will allow for the city to offer up to a 20 percent reduction to the current residential solid waste bill.

It also allows for the city to exercise its franchise authority to provide Commercial Solid Waste Service (excluding industrial waste) This will allow the city to capture additional franchise revenue and provide for a more competitive rate to commercial customers

Background Information:

The city currently has a contract with Waste Connections for residential solid waste collection. That contract will expire on January 31, 2022. Staff originally went out for proposals late in the summer, and sent the request to 4 different providers. At that time only Waste Connections submitted a proposal.

With only that single proposal, and those not responding indicated that they were not interested in submitting a proposal, staff looked elsewhere.

We became aware of Ameriwaste inc, who received a very strong recommendation for their outstanding customer service, and we requested that they also provide us with a proposal.

Special Considerations

Under the terms of the proposal there are a few changes to residential solid waste service:

- Curbside bulk waste would change from a limit of once per week of up to 2CY, to once per month for up to 5CY. The City would be divided into

quadrants, and each quadrant would have a designated week to place bulk waste at the curb.

- The size of the garbage tote provided would be reduced from 95 gallons to 65 gallons. With a second tote available for an additional \$7.10 per month.
- The Quarterly Curbside unlimited bulk waste pickup would change to Biannual and would be held at a centralized location

If approved, the Staff, working through our city attorney will negotiate the final contract language based upon the attached proposal and bring the contract back for final approval to City Council in December. It is important that we move quickly so that AmeriWaste has time to mobilize and have everything in place to begin providing residential service on February 1, 2022 when the current contract expires. They have indicated that the commercial end of service will not commence until April 1, 2022

Financial Impact: The financial impact of this contract will be to allow for the reduction of Trash bills to local residents, more affordable solid waste service to commercial customers and the generation of additional franchise revenue to support the General Fund.

Board or 3rd Party recommendation:

None

Supporting Documentation: Resolution, Proposal from AmeriWaste.

RESOLUTION NO. 2021-2718

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS ACCEPTING A PROPOSAL FROM AMERIWASTE FOR SOLID WASTE DISPOSAL SERVICES AND AUTHORIZING THE CITY MANAGER TO NOTIFY AMERIWASTE TO PROVIDE NOTICE OF AWARD AND TO FURTHER NEGOTIATE THE SPECIFIC WRITTEN TERMS OF A CONTRACT FOR CONSIDERATION BY THE COUNCIL AND POSSIBLE APPROVAL AT A LATER MEETING.

Whereas, Ameriwaste, a company that provides solid waste disposal services, have made a proposal to provide such services to the City of Freeport;

Whereas, the City of Freeport is a home-rule municipal corporation with the authority to grant franchises and grant exclusive rights for the disposal of solid waste within the City; and

Whereas, as part of the above authority, the City seeks to select a solid waste disposal provider that will provide the best service and the best price for the citizens of Freeport; and

Whereas, upon review of the written proposal made by Ameriwaste, the City Council believes that Ameriwaste will provide the best service and the best price for the citizens of Freeport and desires to consider a specific contractual terms to insure the above goals, and also provide the City with a means to hold Ameriwaste to its representations.

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

SECTION 1. The City Council makes a specific finding that the facts and findings set forth in the preamble above are true and correct.

SECTION 2. The City Council hereby accepts the proposal from Ameriwaste in the general terms they have proposed. The City Council further authorizes the City Manager to provide notice of award, and to negotiate the specific terms and conditions in proposed written contract for consideration by the Council and possible approval at a later meeting.

SECTION 3. PROPER NOTICE AND MEETING. It is hereby found and determined that the meeting at which this resolution was passed was attended by a quorum of the City Council, was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ, PASSED AND ADOPTED THIS _____ DAY OF NOVEMBER, 2021.

Brooks Bass, Mayor
City of Freeport, Texas

ATTEST:

APPROVED AS TO FORM:

Betty Wells, City Clerk
City of Freeport, Texas

Christopher Duncan, City Attorney
City of Freeport, Texas



**Tim Kelty
City Manager
City of Freeport
200 W Second St
Freeport, TX 77541**

November 2, 2021

Re: Solid Waste Services

Dear Mr. Kelty,

AmeriWaste has reviewed the Solid Waste RFP that the City previously published. There are several opened ended request in the RFP. One example would be the Community Curbside Cleanups with unlimited volume pickup requirements. This type of service is very hard to price without any historical data. The City is also requesting Commercial pricing but cannot provide any data for the level of service (size of containers) and frequency of service. We have driven through the City and counted commercial containers that we were able to see and made estimates on frequency of service based on type of commercial entity.

AmeriWaste is proposing a hybrid alternative for the City.

- Twice a week regular residential curbside service. The City would be divided into two zones with pickup on a Monday/Thursday and Tuesday/Friday schedule. Service would be limited to six (6) items per pickup day. Items would include cans or carts not to exceed sixty-five gallons in size provided by the resident, bags of sufficient strength to contain contents (green waste or household trash), and/or cut, tied and bundled brush. All household waste is required to be bagged. The City would be responsible for the billing and collections of all residential services.**
- Once a month residential curbside bulky waste pickup. The City would be divided into four zones with pickup on Wednesday. The resident would be limited to five cubic yards of bulky waste generated from their residence. Items would include appliances in compliance for disposal, furniture, loose brush, and other miscellaneous items. A full listing will be made available for distribution to the residents.**

- **Semi-Annual Community Cleanups would be scheduled on a Saturday from 9:00 am to 2:00 pm at a location within the City where residents could bring bulky waste items and loose brush for disposal in roll-off containers. Residents would have to provide a current water bill and drivers license matching the address. We would have staff available to help with the unloading.**
- **Light Commercial units would be serviced twice a week according to their location within the residential zones. Light commercial units are defined as not generating more than four (4) 96-gallon containers for refuse during a calendar week. The City would be responsible for the billing and collections of all light commercial services.**
- **Commercial units serviced via dumpster would be serviced up to six (6) times a week depending on volume generated. The required schedule and size of dumpster will be determined by the customer and AmeriWaste. AmeriWaste would be responsible for the billing and collections including all franchise fees as established by the City and sales taxes as applicable.**
- **AmeriWaste will provide the City with dumpsters and dumpster services as noted on Exhibit A of the RFP. We would be willing to negotiate the roll-off containers with some additional data provided.**
- **AmeriWaste is opting out of any and all roll-off and compactor services for commercial entities.**

After contacting our vendors, AmeriWaste would be making an investment of approximately one million dollars in the City of Freeport to acquire the necessary capital to perform the Solid Waste contract. We have been able to secure commitments to have all equipment available for an April 1, 2022 start. An April 1st start, would allow for a smooth transition with the commercial entities and time to educate all the residents regarding the new service guidelines. AmeriWaste would be requesting a seven (7) year contract with an optional three (3) extension. We are available to meet with city officials to discuss our proposal and to negotiate a contract that would be beneficial for the residents, commercial entities, the City and AmeriWaste.

We have attached a short bio of the company and can provide additional information and references upon request. We look forward to building a lasting relationship with the City of Freeport.

We have outlined our pricing on the following page.

Cordially,


Janell Marin
President

**CITY OF FREEPORT
PRICING**

Prices do not include any administrative fees, franchise fees, or sales tax

Residential Solid Waste

Resident Provided Cans/Carts	\$ 16.75
AmeriWaste provided one (1) sixty-five (65) gallon cart	\$ 17.50

Light Commercial Services

AmeriWaste provided ninety-six (96) gallon cart per cart	\$ 32.50
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Commercial Containers Services

Container Size	Weekly Collection Frequency						Extra Pickup
	1	2	3	4	5	6	
2 yd	59.84	86.86	103.10	127.56	151.92	176.28	35.00
4 yd	83.86	127.87	171.91	217.15	262.39	307.63	45.00
6 yd	103.73	170.57	216.27	287.53	358.66	429.90	55.00
8 yd	122.25	208.97	287.53	382.41	467.12	572.23	65.00

Locks	\$ 10.00
Casters	\$ 20.00

Waste Masters of Texas

Roll Off container numbers

Roll off container by size	Per haul rate
20 yard	\$365 plus disposal cost (\$38 per ton)
30 yard	\$390 plus disposal cost (\$38 per ton)
40 yard	\$440 plus disposal cost (\$38 per ton)

Compactor Rates	Per haul rate
20 yard	\$435 plus disposal cost (\$38 per ton)
30 yard	\$485 plus disposal cost (\$38 per ton)
35 yard	\$535 plus disposal cost (\$38 per ton)
40 yard	\$585 plus disposal cost (\$38 per ton)
42 yard	\$635 plus disposal cost (\$38 per ton)

Rental and other fee's	
Roll off delivery	\$100 one time charge
Roll off rental fee for non-residential customer	\$100 per month
Roll off rental fee for residential use	\$3 per day
Disposal type 1 landfill per ton rate	\$38 per ton
Disposal type 2 landfill per ton rate	\$17.50 per yard
Dry run fee	\$175.00
Tire disposal fee	\$15 per tire

Waste Masters of Texas capital expenditure for this contract will be \$340,000 inclusive of 1 roll off truck and 20 roll off containers.

Waste Masters of Texas commits to providing fifteen -30 yard containers annually at no cost to public works and/or parks dept. After initial fifteen hauls every haul after would be charged at the following schedule.

20 yard-\$350

30 yard-\$450

40 yard-\$550

These are all-in prices inclusive of delivery, haul and disposal.

No franchise fee would be charged on these hauls.

AmeriWaste, Inc began operations on April 1, 2005 with one truck and 3 employees servicing 100 customers. We grew rapidly due to our customer service and fair pricing. We acquired four municipal contracts in late 2005 and continued on a growth pattern. We currently service fifteen municipal contracts and over 30,000 rural customers. We provide residential and commercial services in the Counties of Galveston, Brazoria, Fort Bend and Harris. Our contracts range from small municipalities to the City of League City.

AmeriWaste has a flat organizational chart which allows us to control costs and respond quickly to any request. Many times we are able to make decisions on the spot because you are likely dealing with an owner. We are a minority owned business who appreciates relationships with our customers and have a proven positive record of involvement and support for the community. For example, when the cities of Taylor Lake Village, Nassau Bay, and Tiki Island's past solid waste contractor was no longer able to perform the services that were contracted, we were asked to help. We started these services without long term contracts in place. In one incident we secured equipment and personnel necessary and started the in less than forty-eight hours. We have the flexibility and resources to serve large and small communities. We consistently achieve high marks in our Cities service satisfaction surveys.

AmeriWaste and its employees take great pride in being a partner with the communities that we serve. We feel that a great working relationship is the benchmark of our service.



City Council Agenda Item # 11

Title: Consideration and possible action to enter into an agreement with the General Land Office (GLO) to provide \$5,931,626 to the City of Freeport from the CDBG-Mitigation 2016 HUD to fund Sanitary Sewer Collection System Rehab Contract #22-082-013-D213

Date: November 15, 2021

From: Cathy Ezell, Finance Director

Staff Recommendation:

Staff recommends entering into the agreement with the GLO.

Item Summary:

This agreement would fund \$5,931,626 of sanitary sewer collection system rehab with grant funds from the CDBG-Mitigation 2016 HUD Contract #22-082-013-D213.

Background Information:

On October 28, 2020, the City of Freeport submitted an application to the GLO for the Community Development Block Grant – Mitigation (CDBG-MIT) 2016 HUD Floods.

The City received notification that the City was being awarded a grant in the amount of \$5,931,626 for sanitary sewer collection system rehab.

Special Considerations:

N/A

Financial Impact:

The City must provide a match for the grant in the amount of \$59,316.26, which will be funded from the bond funds from last year's bond sale.

Supporting Documentation:

AgreementAgre



GLO CONTRACT NO. 22-082-013-D213
COMMUNITY DEVELOPMENT BLOCK GRANT
MITIGATION PROGRAM INFRASTRUCTURE PROJECTS
NON-RESEARCH & DEVELOPMENT
MITIGATION FUNDING

The **GENERAL LAND OFFICE** (the “GLO”), a Texas state agency, and **CITY OF FREEPORT**, Texas Identification Number (TIN) **17460008893** (“Subrecipient”), each a “Party” and collectively the “Parties,” enter into this Subrecipient agreement (the “Contract”) under the U.S. Department of Housing and Urban Development’s Community Development Block Grant Mitigation (“CDBG-MIT”) program to provide financial assistance with funds appropriated under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123), enacted on February 9, 2018, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from major declared disasters that occurred in 2015, 2016, and 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.).

Through CDBG-MIT Federal Award Number B-18-DP-48-0002, awarded January 12, 2021, as may be amended from time to time, the GLO administers grant funds as Community Development Block Grants (Catalog of Federal Domestic Assistance Number 14.228, “Community Development Block Grants/State’s program and Non-Entitlement Grants in Hawaii”), as approved by the Texas Land Commissioner and limited to use for facilitating recovery efforts in Presidentially-declared major disaster areas.

ARTICLE I - GENERAL PROVISIONS

1.01 SCOPE OF PROJECT AND SUBAWARD

(a) Scope of Project

The purpose of this Contract is to set forth the terms and conditions of Subrecipient’s participation in the CDBG-MIT program. In strict conformance with the terms and conditions of this Contract, Subrecipient shall perform, or cause to be performed, the Infrastructure Activities defined in **Attachment A** (the “Project”). Subrecipient shall conduct the Project in strict accordance with this Contract, including all Contract Documents listed in **Section 1.02**, below, and any Amendments, Revisions, or Technical Guidance Letters issued by the GLO.

(b) **Subaward**

Subrecipient submitted a Grant Application under the Program. The GLO enters into this Contract based on Subrecipient's approved Grant Application.

Subject to the terms and conditions of this Contract and Subrecipient's approved Grant Application, the GLO shall issue a subaward to Subrecipient in an amount not to exceed **\$5,931,626.00**, payable as reimbursement of Subrecipient's allowable expenses, to be used in strict conformance with the terms of this Contract and the Performance Statement, Budget, and Benchmarks in **Attachment A**.

The GLO is not liable to Subrecipient for any costs Subrecipient incurs before the effective date of this Contract or after the expiration or termination of this Contract. The GLO, in its sole discretion, may reimburse Subrecipient for allowable costs incurred before the effective date of this Contract, in accordance with federal law.

1.02 CONTRACT DOCUMENTS

This Contract and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract:

- ATTACHMENT A:** Performance Statement, Budget, and Benchmarks
- ATTACHMENT B:** Federal Assurances and Certifications
- ATTACHMENT C:** General Affirmations
- ATTACHMENT D:** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E:** Special Conditions
- ATTACHMENT F:** Monthly Activity Status Report
- ATTACHMENT G:** GLO Information Security Appendix (CDBG)
- ATTACHMENT H:** Public Law 113-2 Contract Reporting Template

1.03 GUIDANCE DOCUMENTS

Subrecipient is deemed to have read and understood, and shall abide by, all Guidance Documents applicable to the CDBG-MIT program, including, without limitation, the following:

- (a) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- (b) the relevant Federal Register publications;
- (c) the Action Plan;
- (d) the Method of Distribution (as applicable);
- (e) Other guidance posted at: <https://recovery.texas.gov/action-plans/mitigation-funding/index.html>; and

(f) Other guidance posted at: <https://www.hudexchange.info/>.

All Guidance Documents identified herein are incorporated herein in their entirety for all purposes.

1.04 DEFINITIONS

“**Acquisition**” means the purchase by Subrecipient of residential real property in a floodplain or Disaster Risk Reduction Area for any public purpose, as further defined in 42 U.S.C. § 5305(a)(1). Subrecipient may acquire property through the property owner’s voluntary relinquishment of the property upon Subrecipient’s purchase of it or through Subrecipient’s eminent domain authority.

“**Act**” means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301, et seq.).

“**Action Plan**” means the State of Texas CDBG Mitigation (CDBG-MIT) Action Plan, as amended, found at <https://recovery.texas.gov/action-plans/mitigation-funding/index.html>.

“**Activity**” means a defined class of works or services eligible to be accomplished using CDBG-MIT funds. Activities are specified in Subrecipient’s Performance Statement and Budget in **Attachment A**.

“**Administrative and Audit Regulations**” means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, including Title 2, Part 200, of the Code of Federal Regulations and Chapters 321 and 2155 of the Texas Government Code.

“**Advance Payment**” means any payment issued by the GLO to Subrecipient before Subrecipient disburses awarded funds for Program purposes, as further defined at 2 C.F.R. § 200.1 and 2 C.F.R. § 200.305.

“**Amendment**” means a written agreement, signed by the Parties hereto, that documents alterations to the Contract other than those permitted by Technical Guidance Letters or Revisions, as herein defined.

“**Application**” or “**Grant Application**” means the information Subrecipient provided to the GLO that is the basis for the award of funding under this Contract.

“**As-Built Plans**” means the revised set of drawings submitted by a contractor upon completion of a project or a particular job that reflects all changes made in the specifications and working drawings during the construction process and show the exact dimensions, geometry, and location of all elements of the work completed under the project.

“**Attachment**” means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference.

“**Audit Certification Form**” means the form, as specified in the GLO Guidance Documents, that Subrecipient will complete and submit to the GLO annually, in accordance with **Section 4.01** of this Contract, to identify Subrecipient’s fiscal year expenditures.

“**AUGF**” means HUD Form 7015.16, *Authority to Use Grant Funds*.

“[Benchmark](#)” means the milestones identified in **Attachment A** that define actions and Deliverables required to be completed by Subrecipient for release of funding by the GLO throughout the life of the Contract.

“[Budget](#)” means the budget for the Activities funded by the Contract, a copy of which is included in **Attachment A**.

“[Buyout](#)” means an Acquisition of real property in a floodplain or Disaster Risk Reduction Area that Subrecipient makes with the intent to reduce risk of real and personal property damage from future flooding events. Real property purchased under a local Buyout program is subject to post-acquisition land-use restrictions, which require that any structures on the property be demolished or relocated and the land be reverted to a natural floodplain, converted into a retention area, or retained as green space for recreational purposes.

“[CDBG-MIT](#)” means the Community Development Block Grant Mitigation Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

“[Certificate of Construction Completion](#)” or “[COCC](#)” means a document to be executed by Subrecipient, Subrecipient’s construction contractor, and Subrecipient’s engineer for each construction project that, when fully executed, provides final performance measures for the project and indicates acceptance of the completed project.

“[C.F.R.](#)” means the United States Code of Federal Regulations, the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.

“[Contract](#)” means this entire document; any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters the GLO may issue, to be incorporated by reference herein for all purposes as they are issued.

“[Contract Documents](#)” means the documents listed in **Section 1.02**.

“[Contract Period](#)” means the period of time between the effective date of the Contract and its expiration or termination date.

“[Deliverable](#)” means a work product required to be submitted to the GLO as set forth in the Performance Statement and Benchmarks, which are included in **Attachment A**.

“[Disaster Risk Reduction Area](#)” means a clearly delineated area established by Subrecipient in which real property suffered damage from a disaster for which CDBG-MIT funding has been awarded to Subrecipient and in which the safety and well-being of area residents are at risk from future flooding events.

“[Environmental Review Record](#)” or “[ERR](#)” means the cumulative documentation required for each Activity or project to certify whether or not the Activity or project was found to have significant impacts on the environment and certify that, in order to reach said conclusion, the required environmental review process was completed in accordance with HUD’s environmental regulations.

“**Equipment**” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by Subrecipient for financial statement purposes or \$5,000, as further defined at 2 C.F.R. § 200.313.

“**Event of Default**” means the occurrence of any of the events set forth in **Section 3.03**, herein.

“**Federal Assurances**” means Standard Form 424B (for non-construction projects) or Standard Form 424D (for construction projects), as applicable, in **Attachment B**, attached hereto and incorporated herein for all purposes.

“**Federal Certifications**” means the document titled “Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87” and Standard Form LLL, “Disclosure of Lobbying Activities,” also in **Attachment B**, attached hereto and incorporated herein for all purposes.

“**Federal Register**” means the official journal of the federal government of the United States that contains government agency rules, proposed rules, and public notices, including U.S. Department of Housing and Urban Development’s Federal Register Notice 84 Fed. Reg. 45838 (August 30, 2019) and any other publication affecting CDBG-MIT funding allocations.

“**Fiscal Year**” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“**FWCR**” means Final Wage Compliance Report, a report Subrecipient will prepare at the completion of each federally funded project to certify that all workers on the project have been paid contract-specified prevailing wages and that any restitution owed to workers has been paid.

“**GAAP**” means “generally accepted accounting principles.”

“**GASB**” means accounting principles as defined by the Governmental Accounting Standards Board.

“**General Affirmations**” means the affirmations in **Attachment C**, which Subrecipient certifies by signing this Contract.

“**GLO**” means the Texas General Land Office and its officers, employees, and designees, acting in their official capacities.

“**GLO Implementation Manual**” means the manual created by the GLO for subrecipients of CDBG-MIT grant allocations to provide guidance and training on the policies and procedures required so that subrecipients can effectively implement CDBG-MIT programs and timely spend grant funds.

“**Grant Completion Report**” or “**GCR**” means a report containing an as-built accounting of all Activities completed under the Project and all information required for final acceptance of Deliverables and Contract closeout.

“**Grant Manager**” means the authorized representative of the GLO responsible for the day-to-day management of the Project and the direction of staff and independent contractors in the performance of work relating thereto.

“[Guidance Documents](#)” means the documents referenced in **Section 1.03**.

“[HUD](#)” means the United States Department of Housing and Urban Development.

“[Implementation Schedule](#)” means the schedule that establishes the Project milestones Subrecipient will utilize to ensure timely expenditures and Project completion.

“[Infrastructure](#)” means a project involving the creation of, repairs to, or replacement of public-works facilities and systems, including roads, bridges, dams, water and sewer systems, railways, subways, airports, and harbors. The term “Infrastructure” may also include a Planning Study project that relates to or affects Infrastructure facilities or systems.

“[Intellectual Property](#)” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, other intangible proprietary information, and all federal, state, or international registrations or applications for any of the foregoing.

“[Method of Distribution](#)” or “[MOD](#)” means a document developed for a specific region that outlines the distribution of CDBG-MIT funding to counties, cities, and local government entities in the region.

“[MID](#)” means “most impacted and distressed,” referencing a geographical area identified by the State of Texas or HUD as an area that sustained significant damage from a major disaster.

“[Monthly Activity Status Report](#)” means a monthly Project Benchmark status report, as required under **Section 4.02**, for which a template is included as **Attachment F** of this Contract.

“[NTP](#)” means “notice to proceed,” a written authorization from the GLO to Subrecipient that allows Subrecipient to commence the work described in the NTP.

“[Performance Statement](#)” means the statement of work for the Project in **Attachment A**, which includes specific Benchmarks and Activities, provides specific Project details and location(s), and lists Project beneficiaries.

“[Planning](#)” means an Activity performed to assist in determining community disaster recovery needs such as urban environmental design, flood control, drainage improvements, surge protection, or other recovery responses. Planning services cannot include engineering design.

“[Program](#)” means the CDBG-MIT program, administered by HUD and the GLO.

“[Project](#)” means the work to be performed under this Contract, as described in **Section 1.01(a)** and **Attachment A**.

“[Prompt Pay Act](#)” means Chapter 2251 of the Texas Government Code.

“[Public Information Act](#)” or “[PIA](#)” means Chapter 552 of the Texas Government Code.

“[Revision](#)” means the GLO’s written approval of changes to Deliverable due dates, movement of funds among budget categories, and other Contract adjustments the GLO may approve without a formal Amendment.

“Start-Up Documentation” means the documents identified in Section 2.8.1 of the GLO Implementation Manual that must be completed and/or submitted to the GLO as specified in Section 4.01, below, before the GLO may reimburse Subrecipient for any invoiced expenses.

“Subrecipient” means City of Freeport, a recipient of federal CDBG-MIT funds through the GLO as the pass-through funding agency. Subrecipient may also be referred to as “Provider” herein.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of this Contract or the CDBG-MIT Program that is issued by the GLO and provided to Subrecipient, applicable to specific subject matters pertaining to this Contract, and to which Subrecipient shall be subject as of a specific date.

“Texas Integrated Grant Reporting System” or “TIGR” means the GLO system of record for documenting and reporting the use of grant funding.

“U.S.C.” means the United States Code.

1.05 INTERPRETIVE PROVISIONS

- (a) The meaning of a defined term applies to its singular and plural forms.
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- (c) The term “including” means “including, without limitation.”
- (d) Unless otherwise expressly provided, a reference to a contract includes subsequent amendments and other modifications thereto that were executed according to the contract’s terms and a reference to a statute, regulation, ordinance, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto made by the enacting authority.
- (e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.
- (f) The limitations, regulations, and policies contained herein are cumulative and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.
- (g) Unless otherwise expressly provided, reference to any GLO action by way of consent, approval, or waiver is deemed modified by the phrase “in its sole discretion.” Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any consent, approval, or waiver required or requested of it.
- (h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day.
- (i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received.
- (j) Time is of the essence in this Contract.

- (k) In the event of conflicts or inconsistencies between this Contract, its Attachments, federal and state requirements, and any documents incorporated herein by reference, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: all applicable laws, rules, and regulations, including, but not limited to, those included in **Attachment D**; the Contract; **Attachment A**; **Attachment E**; **Attachment B**; **Attachment C**; **Attachment F**; **Attachment G**; **Attachment H**; applicable Guidance Documents; and the GLO Implementation Manual. Conflicts or inconsistencies between GLO Implementation Manual and this Contract; any laws, rules, or regulations; or any of the Guidance Documents should be reported to the GLO for clarification of the GLO Implementation Manual.

ARTICLE II – REIMBURSEMENT, ADVANCE PAYMENT, BUDGET VARIANCE, AND INCOME

2.01 REIMBURSEMENT REQUESTS

Each invoice submitted by Subrecipient shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Requests for payment must be submitted via the GLO's Texas Integrated Grant Reporting (TIGR) system of record or as otherwise specified in a Technical Guidance Letter issued under this Contract.

Subrecipient will be paid in accordance with the Contract Budget and the Benchmarks described in **Attachment A**. Failure by Subrecipient to perform any action or submit any Deliverable as described in **Attachment A** could result in the GLO placing a hold on further Subrecipient draws, conducting an official monitoring risk assessment, or requiring repayment, in part or in full, by Subrecipient of drawn funds in addition to other remedies provided to the GLO under this Contract.

A draw request for an Advance Payment must be supported with documentation clearly demonstrating that the Advance Payment is required by Subrecipient in order for Subrecipient to continue carrying out the purpose of the Project.

2.02 TIMELY EXPENDITURES

In accordance with the Federal Register and to ensure timely expenditure of grant funds, Subrecipient shall submit reimbursement requests under this Contract, at a minimum, quarterly.

THE GLO MUST RECEIVE A REIMBURSEMENT REQUEST FOR AN INCURRED EXPENSE NOT LATER THAN ONE HUNDRED TWENTY (120) DAYS FROM THE DATE SUBRECIPIENT OR ANY OF ITS SUBCONTRACTORS INCUR THE EXPENSE. THE GLO MAY, IN ITS SOLE DISCRETION, DENY REIMBURSEMENT REQUESTS THAT DO NOT MEET THIS REQUIREMENT, ISSUE DELINQUENCY NOTICES, WITHHOLD CAPACITY POINTS ON FUTURE FUNDING COMPETITIONS, IMPOSE A MONITORING REVIEW OF SUBRECIPIENT'S ACTIVITIES, OR IMPLEMENT OTHER CORRECTIVE ACTIONS.

Subrecipient shall make timely payments to its subcontractors in accordance with Chapter 2251 of the Texas Government Code.

Subrecipient shall submit final reimbursement requests to the GLO prior to Contract expiration or termination. The GLO, in its sole discretion, may deny payment and de-obligate remaining funds from the Contract upon expiration or termination of the Contract. The GLO's ability to de-obligate funds under this **Section 2.02** notwithstanding, the GLO shall pay all eligible reimbursement requests that are timely submitted.

2.03 VARIANCE

Amendments to decrease or increase the subaward amount or to add or delete an Activity may be made only by written agreement of the Parties, under the formal Amendment process described in **Section 8.16**, below. The GLO may, in its sole discretion and in conformance with federal law, approve other adjustments required during Project performance through a Revision or Technical Guidance Letter. Such approvals must be in writing and may be delivered by regular or electronic mail.

SUBRECIPIENT SHALL SUBMIT A FINAL BUDGET AND ACTUAL EXPENDITURES AS PART OF THE GRANT COMPLETION REPORT TO THE GLO PRIOR TO CONTRACT EXPIRATION OR TERMINATION OR AT THE CONCLUSION OF ALL CONTRACT ACTIVITIES, WHICHEVER OCCURS FIRST. THE GRANT COMPLETION REPORT SHALL BE IN A FORMAT PRESCRIBED BY THE GLO AND SHALL CONFIRM ELIGIBILITY AND COMPLETION OF ALL ACTIVITIES PERFORMED UNDER THIS CONTRACT. FAILURE TO SUBMIT THE FINAL BUDGET AND ACTUAL EXPENDITURES TO THE GLO AS PART OF THE GRANT COMPLETION REPORT PRIOR TO CONTRACT EXPIRATION OR TERMINATION WILL RESULT IN FORFEITURE AND DE-OBLIGATION OF REMAINING, UNREQUESTED FUNDS.

Upon completion of the Project, the GLO shall formally close out the Project by issuing a closeout letter to Subrecipient.

2.04 PROGRAM INCOME

In accordance with 24 C.F.R. § 570.489(e), Subrecipient shall maintain records of the receipt and accrual of all program income, as "program income" is defined in that section. Subrecipient shall report program income to the GLO in accordance with **Article IV** of this Contract. Subrecipient shall return all program income to the GLO at least quarterly.

2.05 SUBAWARD OFFER SUBJECT TO CANCELLATION

IF SUBRECIPIENT DOES NOT RETURN THE ORIGINAL SIGNED CONTRACT TO THE GLO WITHIN SIXTY (60) DAYS OF TRANSMITTAL OF THE CONTRACT TO SUBRECIPIENT, SUBAWARD FUNDING FOR THE PROJECT MAY BE SUBJECT TO CANCELLATION, IN THE SOLE DISCRETION OF THE GLO.

ARTICLE III - DURATION, EXTENSION, AND TERMINATION OF CONTRACT

3.01 DURATION OF CONTRACT AND EXTENSION OF TERM

This Contract shall become effective on the date on which it is signed by the last Party and shall terminate on **January 31, 2025**, or upon the completion of all Benchmarks listed in **Attachment A** and required closeout procedures, whichever occurs first.

Subrecipient must meet all Project Benchmarks identified in Attachment A. Subrecipient's failure to meet any Benchmark may result in suspension of payment or termination under Sections 3.02, 3.03, or 3.04, below.

Upon receipt of a written request and acceptable justification from Subrecipient, the GLO, at its discretion, may agree to amend this Contract to extend the Contract Period one time for a period of up to two years. ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST SIXTY (60) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE DOCUMENTED IN A WRITTEN AMENDMENT.

3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of such notice, Subrecipient shall cease work, terminate any subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

3.03 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (a) Subrecipient fails to comply with any term, covenant, or provision contained in this Contract; (b) Subrecipient makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (c) Subrecipient makes a materially incorrect representation or warranty in a Performance Statement, a reimbursement request for payment, or any report submitted to the GLO under the Contract. Prior to a determination of an Event of Default, the GLO shall allow a thirty (30) day period to cure any deficiency or potential cause of an Event of Default. The GLO may extend the time allowed to cure any deficiency or potential cause of an Event of Default. The GLO shall not arbitrarily withhold approval of an extension of the time allowed to cure a deficiency or potential cause of an Event of Default. In no event shall the amount of time allowed to cure a deficiency or potential cause of an Event of Default extend beyond the Contract Period.

3.04 REMEDIES; NO WAIVER

Upon the occurrence of any Event of Default, the GLO may avail itself of any equitable or legal remedy available to it, including without limitation, withholding payment, disallowing all or part of noncompliant Activities, or suspending or terminating the Contract.

The Parties' rights or remedies under this Contract are not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing, upon the occurrence of an Event of Default. The GLO's failure to insist upon the strict observance or performance of any of the provisions of this Contract or to exercise any right or remedy provided in this Contract shall not impair, waive, or relinquish any such right or remedy with respect to another Event of Default.

3.05 REVERSION OF ASSETS

Upon expiration or termination of the Contract and subject to this Article:

- (a) If applicable, Subrecipient shall transfer to the GLO any CDBG-MIT funds Subrecipient has in its possession at the time of expiration or termination that are not attributable to work performed on the Project and any accounts receivable attributable to the use of CDBG-MIT funds awarded under this Contract; and
- (b) If applicable, real property under Subrecipient's control that was acquired or improved, in whole or in part, with funds in excess of \$25,000 under this Contract shall be used to meet one of the CDBG-MIT National Objectives pursuant to 24 C.F.R. § 570.208, as identified in the Action Plan, until five (5) years after the expiration of this Contract or such longer period of time as the GLO deems appropriate. If Subrecipient fails to use the CDBG-MIT funded real property in a manner that meets a CDBG-MIT National Objective for the prescribed period of time, Subrecipient shall pay the GLO an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG-MIT funds for acquisition of, or improvement to, the property. Subrecipient may retain real property acquired or improved under this Contract after the expiration of the five-year period or such longer period of time as the GLO deems appropriate.

ARTICLE IV - CONTRACT ADMINISTRATION

4.01 SUBMISSIONS – GENERALLY

Except for legal notices that must be sent by specific instructions pursuant to **Section 8.10** of the Contract, any report, form, document, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO.

If Subrecipient fails to submit to the GLO any required Program documentation in a timely and satisfactory manner as required under this Contract, the GLO, in its sole discretion, may issue a delinquency notification and withhold any payments, pending Subrecipient's correction of the deficiency.

(a) **Start-Up Documentation**

Not later than the close of business sixty (60) calendar days after the effective date of this Contract, Subrecipient must submit its Start-Up Documentation to the GLO.

(b) **Audit Certification Form**

Not later than the close of business sixty (60) calendar days after the end of Subrecipient's fiscal year for each year during the Contract term, Subrecipient must submit a completed Audit Certification Form to the GLO.

(c) **Other Forms**

In conformance with required state and federal laws applicable to the Contract:

- (i) Subrecipient certifies, by the execution of this Contract, all applicable statements in **Attachment C**, General Affirmations;

- (ii) Subrecipient must execute Standard Form 424D, Federal Assurances for Construction Programs, found at Page 1 of **Attachment B**;
- (iii) Subrecipient must execute the “Certification Regarding Lobbying Compliant with Appendix A to 24 C.F.R. Part 87,” found at Page 3 of **Attachment B**; and
- (iv) If any funds granted under this Contract have been used for lobbying purposes, Subrecipient must complete and execute Standard Form LLL, “Disclosure of Lobbying Activities,” found at Page 4 of **Attachment B**.

4.02 MONTHLY ACTIVITY STATUS REPORTS

Subrecipient must provide monthly Activity status reporting, in the format prescribed in **Attachment F** (Monthly Activity Status Report) or as otherwise instructed by the GLO Grant Manager, for each individual Activity identified in **Attachment A**. The Monthly Activity Status Report is due on the fifth day of the month following the month in which the reported Activities were performed for the duration of the Contract. Subrecipient shall submit the Monthly Activity Status Reports to the GLO through the TIGR system as prescribed in **Attachment F** or as specified by the GLO Grant Manager.

4.03 HUD CONTRACT REPORTING REQUIREMENT

HUD requires the GLO to maintain a public website that accounts for the use and administration of all GLO-administered CDBG-MIT grant funds. To assist the GLO in meeting this requirement, Subrecipient must prepare and submit monthly to the GLO a written summary of all contracts procured by Subrecipient using grant funds awarded under this Contract. Subrecipient shall only report contracts as defined in 2 C.F.R. § 200.1. Subrecipient must use a template developed by HUD to prepare the monthly reports, attached hereto as **Attachment H** and accessible online at <https://www.hudexchange.info/resource/3898/public-law-113-2-contract-reporting-template/>. On or before the fifth day of each month during the Contract Period, reports summarizing required information for the preceding month shall be submitted through the TIGR system as prescribed in **Attachment H** or as specified by the GLO Grant Manager. Additional information about this reporting requirement is available in Federal Register publications governing the CDBG-MIT funding allocation.

4.04 SECTION 3 REPORTING REQUIREMENTS

In accordance with 24 C.F.R. § 75.25, Subrecipient is required to submit to the GLO quarterly reports documenting actions taken to comply with the employment, training, and contracting requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended ([12 U.S.C. § 1701u](#)), the results of such actions taken, and impediments encountered (if any) to such actions. Subrecipient should maintain records of job vacancies, solicitations of bids or proposals, selection materials and contracting documents (including scopes of work and contract amounts), in accordance with procurement laws and regulations. Records should demonstrate Subrecipient’s efforts to achieve the Section 3 numerical goals.

Section 3 quarterly reports are due on the 10th of the month following the quarter's close. The schedule is as follows:

Quarter 1 (Sept-Nov): Due **December 10th**

Quarter 2 (Dec-Feb): Due **March 10th**

Quarter 3 (Mar-May): Due **June 10th**

Quarter 4 (Jun-Aug): Due **September 10th**

Subrecipient is also required to submit an annual report, due on **September 30** of each year during the Contract Period. Forms for the Section 3 quarterly and annual reports may be found at <https://recovery.texas.gov/local-government/resources/infrastructure/index.html>. Subrecipient must submit completed forms to the GLO through the TIGR system, as instructed by the GLO Grant Manager.

If Subrecipient conducts no hiring or contracting efforts during a quarter, Subrecipient must report zeros in the quarterly report fields for such and add a note in the "other efforts, see remarks below" field that states that fact.

Subrecipient is not required to develop and implement a Section 3 Plan and assign a Section 3 Coordinator, but these actions are considered best practices.

ARTICLE V - FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

- (a) Funding for this Contract is appropriated under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018) (Public Law 115-123), enacted on February 9, 2018, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from major declared disasters that occurred in 2015, 2016, and 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.). The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-MIT Program and any other applicable laws. **All funds disbursed under this Contract are subject to recapture and repayment for non-compliance.**
- (b) **Subrecipient must have a Data Universal Numbering System (DUNS) number and a Commercial and Government Entity (CAGE) code. Subrecipient shall report its DUNS number and CAGE code to the GLO for use in various grant-reporting documents.** A DUNS number may be obtained by visiting the Dun & Bradstreet website: <https://www.dnb.com>. A CAGE code will be assigned when the obtained DUNS number is registered with the System for Award Management at <https://www.sam.gov>. Assistance with the System for

Award Management website may be obtained by calling 866-606-8220. **Subrecipient is responsible for renewing its registration with the System for Award Management annually and maintaining an active registration status throughout the Contract Period.**

5.02 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas or the GLO in violation of Article III, Section 49, of the Texas Constitution. The GLO's obligations hereunder are subject to the availability of state funds. If adequate funds are not appropriated or become unavailable, the GLO may terminate this Contract. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their interests accrued up to the date of termination.
- (b) Any claim by Subrecipient for damages under this Contract may not exceed the amount of payment due and owing Subrecipient or the amount of funds appropriated for payment but not yet paid to Subrecipient under this Contract. Nothing in this provision shall be construed as a waiver of the GLO's sovereign immunity.

5.03 RECAPTURE OF FUNDS

Subrecipient shall conduct, in a satisfactory manner as determined by the GLO, the Activities as set forth in the Contract. The discretionary right of the GLO to terminate for convenience under **Section 3.02** notwithstanding, the GLO may terminate the Contract and recapture, and be reimbursed by Subrecipient for, any payments made by the GLO (a) that exceed the maximum allowable HUD rate; (b) that are not allowed under applicable laws, rules, and regulations; or (c) that are otherwise inconsistent with this Contract, including any unapproved expenditures. **This recapture provision applies to any funds expended for the Project or any Activity that does not meet a CDBG-MIT Program National Objective as specified in the Performance Statement in Attachment A or that is not otherwise eligible under CDBG-MIT regulations.**

5.04 OVERPAYMENT AND DISALLOWED COSTS

Subrecipient shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds Subrecipient received under this Contract. Subrecipient shall reimburse the GLO for such disallowed costs from funds that were not provided or otherwise made available to Subrecipient under this Contract. Subrecipient must refund disallowed costs and overpayments of funds received under this Contract to the GLO within 30 days after the GLO issues notice of overpayment to Subrecipient.

5.05 FINAL BENCHMARK

(a) Construction Activities

To ensure full performance of each construction Activity and the Project, the GLO has set aside an amount equal to five percent (5%) of Subrecipient's

construction budget per Activity until completion and acceptance by the GLO of all actions and Deliverables for the Activity, as identified in **Attachment A**.

The GLO shall make the final disbursement to Subrecipient only upon the GLO's receipt and acceptance of the Deliverables identified in **Attachment A** as required for the completion of construction phase.

If Subrecipient has multiple construction subcontracts, an amount equal to five percent (5%) of Subrecipient's construction budget per construction subcontract shall be withheld by the GLO until completion and acceptance by the GLO of all actions and Deliverables identified in **Attachment A** for the particular project. Separate Deliverables are required per construction subcontract, and associated costs are pro-rated in accordance with budget details in the final GLO-approved Application. If a project includes more than one Environmental Review Record, associated costs are pro-rated in accordance with budget details in the final GLO-approved Application.

(b) Project Delivery – Grant Administration

To ensure full performance of this Contract, the GLO has set aside an amount equal to five percent (5%) of Subrecipient's project delivery – grant administration budget until completion and acceptance by the GLO of all actions and Deliverables identified in **Attachment A**.

ARTICLE VI - INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND USE

- (a) The Parties shall jointly own all right, title, and interest in and to all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract, with each Party having the right to use, reproduce, or publish any or all of such information and other materials without obtaining permission from the other Party, subject to any other restrictions on publication outlined in this Contract, and without expense or charge.
- (b) Subrecipient grants the GLO and HUD a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U.S. Government purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract.

6.02 NON-ENDORSEMENT BY STATE AND THE UNITED STATES

Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still or motion pictures, articles, manuscripts, or other publications) that states or implies the GLO, the State of Texas, U.S. Government, or any government employee, endorses a product, service, or position

Subrecipient represents. Subrecipient may not release information relating to this Contract or state or imply that the GLO, the State of Texas, or the U.S. Government approves of Subrecipient's work products or considers Subrecipient's work product to be superior to other products or services.

6.03 DISCLAIMER REQUIRED

On all public information releases issued pursuant to this Contract, Subrecipient shall include a disclaimer stating that the funds for this Project are provided by Subrecipient and the Texas General Land Office through HUD's CDBG-MIT Program.

ARTICLE VII - RECORDS, AUDIT, AND RETENTION

7.01 BOOKS AND RECORDS

Subrecipient shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary for fully disclosing to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine Subrecipient's compliance with this Contract and all applicable laws, statutes, rules, and regulations, including the applicable laws and regulations provided in **Attachment D** and **Attachment E**.

7.02 INSPECTION AND AUDIT

- (a) All records related to this Contract, including records of Subrecipient and its subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and work product shall be subject, at any time, to inspection, examination, audit, and copying at Subrecipient's primary location or any location where such records and work product may be found, with or without notice from the GLO or other government entity with necessary legal authority. Subrecipient shall cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Subrecipient will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and work product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.
- (b) The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. **The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of**

inspection. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.

- (c) Subrecipient will be deemed to have read and know of all applicable federal, state, and local laws, regulations, and rules pertaining to the Project, including those identified in **Attachment D**, governing audit requirements.
- (d) At any time, the GLO may perform, or instruct a for-profit Subrecipient to perform, an annual Program-specific, fiscal, special, or targeted audit of any aspect of Subrecipient's operation. Subrecipient shall maintain financial and other records prescribed by the GLO or by applicable federal or state laws, rules, and regulations.

7.03 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period of three (3) years subsequent to the final closeout of the overall State of Texas CDBG-MIT grant, in accordance with federal regulations. **The GLO will notify all Program participants of the date upon which local records may be destroyed.**

ARTICLE VIII - MISCELLANEOUS PROVISIONS

8.01 LEGAL OBLIGATIONS

For the duration of this Contract, Subrecipient shall procure and maintain any license, authorization, insurance, waiver, permit, qualification, or certification required by federal, state, county, or city statute, ordinance, law, or regulation to be held by Subrecipient to provide the goods or services required by this Contract. Subrecipient shall pay all costs associated with all taxes, assessments, fees, premiums, permits, and licenses required by law. Subrecipient shall pay any such government obligations not paid by its subcontractors during performance of this Contract. **Subrecipient shall maintain copies of such licenses and permits as a part of its local records in accordance with Section 7.01 of this Contract or as otherwise specifically directed by the GLO. Subrecipient shall provide Monthly Activity Status Reports via the GLO system of record in accordance with Section 4.02 of this Contract.**

8.02 INDEMNITY

As required under the Constitution and laws of the State of Texas, each Party understands that it is solely liable for any liability resulting from its acts or omissions. No act or omission of a Party shall be imputed to the other Party. Neither Party shall indemnify or defend the other Party.

8.03 INSURANCE AND BOND REQUIREMENTS

- (a) Unless Subrecipient is authorized by Chapter 2259 of the Texas Government Code to self-insure, Subrecipient shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.
- (b) Subrecipient shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in

Attachment A to carry insurance for the duration of the Project in the types and amounts customarily carried by a person or entity providing such goods or services. Subrecipient shall require any person or entity required to obtain insurance under this section to complete and file the declaration pages from the insurance policies with Subrecipient whenever a previously identified policy period expires during the term of Subrecipient's contract with the person or entity, as proof of continuing coverage. Subrecipient's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by Subrecipient shall not relieve or decrease the liability of the person or entity. **Persons or entities shall be required to update all expired policies before Subrecipient's acceptance of an invoice for monthly payment from such parties.**

- (c) Subrecipient shall require performance and payment bonds to the extent they are required under Chapter 2253 of the Texas Government Code.
- (d) **Subrecipient shall require any person or entity performing work on any construction Activity under the Contract to complete form SF-424D, entitled "Assurances – Construction Programs," and Subrecipient shall maintain such documentation.**

8.04 ASSIGNMENT AND SUBCONTRACTS

Subrecipient must not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the GLO's prior written consent. Any attempted assignment, transfer, or delegation in violation of this provision is void and without effect. Notwithstanding this provision, it is mutually understood and agreed that Subrecipient may subcontract with others for some or all of the services to be performed under this Contract. In any approved subcontracts, Subrecipient must legally bind the subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Subrecipient as specified in this Contract. Nothing in this Contract shall be construed to relieve Subrecipient of the responsibility for ensuring that the goods delivered and/or the services rendered by Subrecipient and/or any of its subcontractors comply with all the terms and provisions of this Contract.

For subcontracts to which Federal Labor Standards requirements apply, Subrecipient shall submit to the GLO all documentation required to ensure compliance. Subrecipient shall retain five percent (5%) of the payment due under each of Subrecipient's construction or rehabilitation subcontracts until the GLO determines that the Federal Labor Standards requirements applicable to each such subcontract have been satisfied, as outlined in Section 5.05 above.

8.05 PROCUREMENT

Subrecipient must comply with the procurement procedures stated at 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules. Failure to comply with 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules could result in recapture of funds. Subrecipient must confirm

that its vendors and subcontractors are not debarred from receiving state or federal funds at each of the following web addresses:

- (a) the Texas Comptroller's Vendor Performance Program at <https://comptroller.texas.gov/purchasing/>; and
- (b) the U.S. General Services Administration's System for Award Management at <https://www.sam.gov/>.

8.06 EQUIPMENT AND COMPUTER SOFTWARE

Any purchase of Equipment or computer software made pursuant to this Contract shall be made in accordance with all applicable laws, regulations, and rules, including those defined in 2 C.F.R. § 200.313.

In accordance with 24 C.F.R. § 570.502(a), if Equipment is acquired, in whole or in part, with funds under this Contract and is then sold, the proceeds shall be considered program income, as defined in **Section 2.04** above. Equipment not needed by Subrecipient for Activities under this Contract shall be (a) transferred to the GLO for the CDBG-MIT Program or (b) retained by Subrecipient after compensating the GLO an amount equal to the current fair market value of the Equipment less the percentage of non-CDBG-MIT funds used to acquire the Equipment.

8.07 COMMUNICATION WITH THIRD PARTIES

The GLO and the authorities named in **Article VII**, above, may initiate communications with any subcontractor of Subrecipient, and may request access to any books, documents, personnel, papers, and records of a subcontractor which are pertinent to this Contract. Such communications may be required to conduct audits, examinations, Davis-Bacon Labor Standards interviews, and gather additional information as provided in **Article VII** herein.

8.08 RELATIONSHIP OF THE PARTIES

Subrecipient is associated with the GLO only for the purposes and to the extent specified in this Contract. Subrecipient is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, an employer-employee or principal-agent relationship, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Subrecipient or any other party. Subrecipient shall be solely responsible for, and the GLO shall have no obligation with respect to, the following: the withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; participation in any group insurance plans available to employees of the State of Texas; participation or contributions by the State of Texas to the State Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State of Texas.

8.09 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Subrecipient must comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations, including those listed in **Attachments B, C, and D**. Subrecipient is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations affecting its performance under this Contract.

8.10 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail (certified, postage paid, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate address below.

GLO

Texas General Land Office
1700 N. Congress Avenue, 7th Floor
Austin, TX 78701
Attention: Contract Management Division

Subrecipient

City of Freeport
200 W. 2nd Street
Freeport, TX 77541
Attention: Brooks Bass

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party sent in accordance with this section.

8.11 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Subrecipient irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, that it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or any related document. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.12 SEVERABILITY

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

8.13 DISPUTE RESOLUTION

Except as otherwise provided by statute, rule or regulation, Subrecipient shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitutes grounds for Subrecipient to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF THE GLO'S SOVEREIGN IMMUNITY.**

8.14 CONFIDENTIALITY

To the extent permitted by law, Subrecipient and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Subrecipient or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Subrecipient or the GLO; or (c) information that Subrecipient or the GLO is otherwise required to keep confidential by this Contract. Subrecipient must not make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.

8.15 PUBLIC RECORDS

The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

8.16 AMENDMENTS TO THE CONTRACT

Amendments to decrease or increase the subaward, to add or delete an Activity as allowed by the Guidance Documents, to extend the term of the Contract, and/or to make

other substantial changes to the Contract may be made only by written agreement of the Parties under the formal Amendment process outlined below, except that, upon completion of the Project, the GLO shall issue a closeout letter pursuant to **Section 2.03**. The formal Amendment process requires official request documentation from Subrecipient detailing all provisions to be amended and supporting documentation as required. The GLO Grant Manager will confirm and review the request and, as appropriate, submit the proposed amended language or amount to the GLO's Contract Management Division for the preparation of a formal Amendment and circulation for necessary GLO and Subrecipient signatures. In the sole discretion of the GLO and in conformance with federal law, the GLO may approve other adjustments required by the GLO during Project performance through a Revision or Technical Guidance Letter unilaterally issued by the GLO and acknowledged by Subrecipient. Such GLO approvals must be in writing and may be delivered by U.S. mail or electronic mail.

Pursuant to **Section 2.03** hereof, a final **Grant Completion Report** for all Activities performed under this Contract shall be submitted to the GLO for review and approval prior to expiration of the Contract and shall include all such informal Revisions approved by the GLO over the life of the Contract.

8.17 ENTIRE CONTRACT AND MODIFICATIONS

This Contract, its Attachments, and any Amendment(s), Technical Guidance Letter(s), and/or Revision(s) issued in conjunction with this Contract, if any, constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter hereof. Any additional or conflicting terms in issued Attachments, Technical Guidance Letters, and/or Revisions shall be harmonized with this Contract to the extent possible. Unless an Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the Contract.

8.18 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. Subrecipient acknowledges that this Contract is effective for the period of time specified in the Contract. Any work performed by Subrecipient after the Contract terminates is performed at the sole risk of Subrecipient.

8.19 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

8.20 SURVIVAL

The provisions of **Articles V, VI, and VII and Sections 1.01, 1.03, 2.05, 3.02, 3.04, 3.05, 8.02, 8.03, 8.07, 8.08, 8.09, 8.10, 8.11, 8.13, 8.14, 8.15, and 8.16** of this Contract and any

other continuing obligations of Subrecipient shall survive the termination or expiration of this Contract.

8.21 CONTRACT CLOSEOUT

Upon completion of all Activities required for the Contract, and, pursuant to **Section 2.03** hereof, Subrecipient shall prepare a final **Grant Completion Report** confirming final performance measures, budgets, and expenses. The GLO will close the Contract in accordance with 2 C.F.R. §§ 200.344 through 200.346 and GLO CDBG-MIT guidelines consistent therewith.

SUBRECIPIENT SHALL SUBMIT A FINAL BUDGET AND ACTUAL EXPENDITURES TO THE GLO AS PART OF THE GRANT COMPLETION REPORT PRIOR TO CONTRACT EXPIRATION OR TERMINATION OR AT THE CONCLUSION OF ALL CONTRACT ACTIVITIES, WHICHEVER OCCURS FIRST. THE GRANT COMPLETION REPORT SHALL BE IN A FORMAT PRESCRIBED BY THE GLO AND SHALL CONFIRM ELIGIBILITY AND COMPLETION OF ALL ACTIVITIES PERFORMED UNDER THIS CONTRACT. FAILURE TO SUBMIT TO THE GLO THE FINAL BUDGET AND ACTUAL EXPENDITURES AS PART OF THE GRANT COMPLETION REPORT PRIOR TO CONTRACT EXPIRATION OR TERMINATION WILL RESULT IN FORFEITURE AND DE-OBLIGATION OF ALL REMAINING UNREQUESTED FUNDS.

The GLO will notify Subrecipient via official closeout letter upon review and approval of the final Grant Completion Report.

8.22 INDIRECT COST RATES

Unless, under the terms of 2 C.F.R. Part 200, Appendix V, Subrecipient has negotiated or does negotiate an indirect cost rate with the federal government, subject to periodic renegotiations of the rate during the Contract Period, or is exempt from such negotiations and has developed and maintains an auditable central service cost allocation plan, Subrecipient's indirect cost rate shall be set by 2 C.F.R. § 200.414(f), i.e., ten percent (10%).

8.23 CONFLICT OF INTEREST

- (a) Subrecipient shall abide by the provisions of this section and include the provisions in all subcontracts. Subrecipient shall comply with all conflict-of-interest laws and regulations applicable to the Program.
- (b) Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.

8.24 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as "Force Majeure"), then, while compliance is so prevented, the affected Party's obligation to comply with

such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure must promptly notify the other Party of the Force Majeure event in writing, and, if possible, such notice must set forth the extent and duration of the Force Majeure. The Party claiming Force Majeure must exercise due diligence to prevent, eliminate, or overcome such Force Majeure event when it is possible to do so and must resume performance at the earliest possible date. However, if nonperformance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Subrecipient.

8.25 ENVIRONMENTAL CLEARANCE REQUIREMENTS

- (a) Subrecipient is the responsible entity, as “responsible entity” is defined under 24 C.F.R. Part 58, and is accountable for conducting environmental reviews and for obtaining any environmental clearance necessary for successful completion of an Activity or the Project. Subrecipient shall prepare an environmental review or assessment of each Activity or the Project in accordance with applicable laws, regulations, rules, and guidance. Subrecipient shall maintain a written Environmental Review Record (“ERR”) for each Activity or the Project, including all supporting source documentation and documentation to support any project mitigation. Subrecipient shall provide a copy of the ERR and all related source documentation to the GLO.
- (b) Subrecipient shall address inquiries and complaints and shall provide appropriate redress related to environmental Activities. Subrecipient shall document each communication issued or received hereunder in the related ERR.
- (c) The GLO may, in its sole discretion, reimburse Subrecipient for certain exempt environmental Activities, as defined in federal regulations. Reimbursement requests for exempt environmental Activities must be supported by the proper HUD-prescribed form.
- (d) The Parties acknowledge and understand that the GLO may enter into interagency agreements with the Texas Historical Commission and other entities in order to facilitate any necessary environmental or historic review. The GLO may incorporate one or more interagency agreements into this Contract via a Technical Guidance Letter.

8.26 CITIZEN PARTICIPATION AND ALTERNATIVE REQUIREMENTS

- (a) Subrecipient must ensure that all citizens have equal and ongoing access to information about an Activity or the Project, including ensuring that Activity or Project information is available in the appropriate languages for the geographical area served by Subrecipient. Information furnished to citizens shall include, without limitation:
 - (i) The amount of CDBG-MIT funds expected to be made available;
 - (ii) The range of Activities or projects that may be undertaken with the CDBG-MIT funds;

- (iii) The estimated amount of the CDBG-MIT funds proposed to be used for Activities or projects meeting the national objective of benefiting low-to-moderate income persons; and
 - (iv) A clear statement of such and the entity's anti-displacement and relocation plan if any proposed CDBG-MIT Activities or projects are likely to result in displacement.
- (b) Complaint Procedures: Subrecipient must have written citizen-complaint procedures for providing a timely written response (within fifteen [15] working days) to complaints and grievances. Subrecipient shall notify citizens of the location and the days and hours when the location is open for business so they may obtain a copy of these written procedures.
- (c) Technical Assistance: If requested, Subrecipient shall provide technical assistance in completing applications under the Project to persons of low and moderate income.
- (d) Subrecipient shall maintain a citizen participation file that includes a copy of Subrecipient's complaint procedures, documentation and evidence of opportunities provided for citizen participation (e.g., public notices, advertisements, flyers, etc.), documentation of citizen participation events (e.g., meeting minutes, attendance lists, sign-in sheets, news reports, etc.), and documentation of any technical assistance requested and/or provided.

8.27 SIGNAGE REQUIREMENTS

On any public building or facility funded under this Contract, Subrecipient shall place permanent signage. Signs shall be placed in a prominent, visible public location. Subrecipient shall format each sign to best fit the architectural design of the building or facility but the sign should be legible from a distance of at least three (3) feet.

For other construction projects (e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation) funded under this Contract, Subrecipient shall place temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality.

All signage required under this section shall contain the following:

"This project is funded by the Texas General Land Office of the State of Texas to provide for the restoration of infrastructure for communities impacted by the 2016 Floods. The funds have been allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant – Mitigation Program."

8.28 PREFERENCE AND PROCUREMENT OF MATERIALS

- (a) To the extent applicable, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired in the following manner:
- (i) competitively within a timeframe allowing compliance with the Contract's performance schedule;

- (ii) in a way that meets the Contract's performance requirements; or
- (iii) at a reasonable price.

To ensure maximum use of recovered/recycled materials pursuant to 2 C.F.R. § 200.323, information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guideline Program website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

- (b) As appropriate and to the extent consistent with law, Subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- (c) For purposes of section (b) above:
 - (i) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (ii) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

8.29 EQUAL OPPORTUNITY CLAUSE

Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive

consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if Subrecipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

Subrecipient agrees that it will assist and cooperate actively with the GLO and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the GLO and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the GLO in the discharge of the GLO's primary responsibility for securing compliance.

Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts, as defined in 41 C.F.R. § 60-1.3, and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Subrecipient agrees that if it fails or refuses to comply with these undertakings, the GLO may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this Contract; refrain from extending any further assistance to Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from Subrecipient; and refer the case to the Department of Justice for appropriate legal proceedings.

8.30 INFORMATION AND DATA SECURITY STANDARDS

Subrecipient shall comply with all terms specified in the **GLO Information Security Appendix (CDBG)**, incorporated herein for all purposes as **Attachment G**.

8.31 STATEMENTS OR ENTRIES

WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. § 287, 18 U.S.C. § 1001, AND 31 U.S.C. § 3729.

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme, or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document despite knowing the writing or document to

**SIGNATURE PAGE FOR GLO CONTRACT NO. 22-082-013-D213
INFRASTRUCTURE SUBRECIPIENT CONTRACT AGREEMENT
CDBG-MIT -2016 FLOODS HUD MID COMPETITION ROUND 1**

GENERAL LAND OFFICE

CITY OF FREEPORT

Mark A. Havens, Chief Clerk/
Deputy Land Commissioner

By: _____
Title: _____

Date of execution: _____

Date of execution: _____

OGC ^{DS} NU

PM ^{DS} SN

SDD ^{DS} HL

DGC ^{DS} MB

GC ^{DS} JG

ATTACHED TO THIS CONTRACT:

- ATTACHMENT A** Performance Statement, Budget, and Benchmarks
- ATTACHMENT B** Federal Assurances and Certifications
- ATTACHMENT C** General Affirmations
- ATTACHMENT D** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E** Special Conditions
- ATTACHMENT F** Monthly Activity Status Report
- ATTACHMENT G** GLO Information Security Appendix (CDBG)
- ATTACHMENT H** Public Law 113-2 Contract Reporting Template

ATTACHMENTS FOLLOW

**CITY OF FREEPORT
22-082-013-D213**

PERFORMANCE STATEMENT

The U.S. Department of Housing and Urban Development's Community Development Block Grant Mitigation ("CDBG-MIT") program to provide financial assistance with funds appropriated under Public Law 115-123, was enacted on August 30, 2019, to facilitate disaster recovery, restoration, mitigation, and economic revitalization and to affirmatively further fair housing, in accordance with Executive Order 12892, in areas affected by 2015, 2016, and 2017 disasters, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*).

In strict conformance with the terms and conditions of the 2016 HUD Most Impacted and Distressed (HMID) Competition and this Contract, City of Freeport (Subrecipient) shall perform, or cause to be performed, the Infrastructure Activities defined below.

The Subrecipient has identified sanitary sewer activities that will increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters.

Subrecipient shall perform the activities identified herein for the target area specified in its approved Texas Community Development Block Grant Mitigation Grant Application to provide a long-lasting investment that increases resiliency in the community. The persons to benefit from the activities described herein must receive the prescribed service or benefit, and all eligibility requirements must be met to fulfill contractual obligations.

The grant total is \$5,931,626.00. Subrecipient will be required to maintain a detailed budget breakdown in the official system of record of the GLO's Community Development and Revitalization (GLO-CDR) division.

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Sewer Facilities

Subrecipient shall rehabilitate the sanitary sewer system by replacing and/or repairing sewer lines, replacing lateral seals and reconnections and rehabilitating manholes and complete all associated appurtenances. Construction shall take place citywide, including mid-point coordinates for each segment.

Sewer Facilities	Location Approximate Lat/Long	Proposed HUD Performance Measures	Census Tract	Block Group
Rehabilitation Line	From Jones Road 500' south of Victoria Lane to Travis Street, thence south on Travis Street to intersection of H Avenue 28.978270, -95.379690	725 LF	6644.00 6643.00 6645.01	1 1,2,3,4,5 2
Rehabilitation Line	From H Avenue at Autrey Street to Yellowstone Street 28.977438, -95.379160	2,092 LF		
Rehabilitation Line	From Travis Street 250' south of H Avenue to G Avenue 28.976898, -95.379951	75 LF		
Rehabilitation Line	From G Avenue at Autrey Street to a point 195' west of Yellowstone Street north to the alleyway thence eastward to Uvalde Street 28.975619, -95.377718	3,170 LF		
Rehabilitation Line	From the alleyway south of G Avenue at Yellowstone Street eastward to the parking lot at the southwestern intersection Nolan Ryan Expressway and N Avenue F, thence south to the alleyway south of N Avenue F, thence westward to the field 200' west of Terry Street 28.972133, -95.372560	3,560 LF		
Rehabilitation Line	From Sweeney Street southward from intersection of the Nolan Ryan Expressway to the baseball field of Riverside Park south of North Gulf Boulevard, thence eastward across the field to a point 75' east of Skinner Street 28.970990, -95.373082	1,740 LF		

Rehabilitation Line	From the parking lot at the north side of G Avenue at intersection with the Nolan Ryan Expressway southward across parking lot and easements to a point in Riverside Park 300' south of North Gulf Boulevard, thence east to a point 75' east of Skinner Street, then 40' north 28.970237, -95.372269	1,480 LF		
Rehabilitation Line	From grassy area just west of intersection of D Avenue and Skinner Street northward for 200' to the grassy circle, thence eastward to Skinner Street 200' south of North Gulf Boulevard 28.969099, -95.371949	250 LF		
Rehabilitation Line	From Skinner Street 200' south of North Gulf Boulevard eastward through easement along the alleyway between North Gulf Boulevard and North Avenue D to McNeal Street 28.967418, -95.368740	2,245 LF	6644.00 6643.00 6645.01	1 1,2,3,4,5 2
Rehabilitation Line	From Skinner Street 170' south of D Avenue eastward through easement to Nolan Ryan Expressway 28.968069, -95.371790	355 LF		
Rehabilitation Line	From the Nolan Ryan Expressway 170' south of North D Avenue eastward along the alleyway between North Avenue D and North Avenue C to Old River Street 28.966900, -95.369770	1,070 LF		
Rehabilitation Line	From Old River Street 170' south of North Avenue D eastward along the alleyway between North Avenue D and North Avenue C, through Lanier Middle School property to Karakawa Street 28.964932, -95.366351	1,475 LF		
Rehabilitation Line	From Skinner Street 170' south of C Avenue eastward through easement to the Nolan Ryan Expressway 28.967278, -95.372381	355 LF		

Rehabilitation Line	From Nolan Ryan Expressway 170' south of North C Avenue eastward along the alleyway between North Avenue C and North Avenue B to Old River Street 28.966118, -95.370352	1,070 LF	6644.00 6643.00 6645.01	1 1,2,3,4,5 2
Rehabilitation Line	From Old River Street 170' south of North Avenue C eastward along the alleyway between North Avenue C and North Avenue B, through Lanier Middle School property to Karakawa Street 28.964140, -95.366942	1,475 LF		
Rehabilitation Line	From Skinner Street 170' south of B Avenue eastward through easement to Nolan Ryan Expressway 28.966516, -95.372971	355 LF		
Rehabilitation Line	From Nolan Ryan Expressway 170' south of North B Avenue eastward along the alleyway to Old River Street 28.965334, -95.370941	1,070 LF		
Rehabilitation Line	From Old River Street 170' south of North Avenue B eastward along the alleyway between North Avenue B and North Avenue A to Karakawa Street 28.963367, -95.367541	1,460 LF		
Rehabilitation Line	From Nolan Ryan Expressway 170' south of North A Avenue eastward along the alleyway and along West Front Street to Old River Street 28.964518, -95.371501	1,070 LF		
Rehabilitation Line	From Old River Street 170' south of North Avenue A eastward along West Front Street to Karakawa Street 28.962581, -95.368104	1,460 LF		
Rehabilitation Line	From Skinner Street 200' south of North Gulf Boulevard southward to a point 160' south of North Avenue B 28.967959, -95.372540	1,025 LF		
Rehabilitation Line	From Perry Street 200' south of North Gulf Boulevard southward to West Front Street 28.965839, -95.369899	1,365 LF		

Rehabilitation Line	From McNeal Street 200' south of North Gulf Boulevard southward to North Front Street 28.964169, -95.366962	1,355 LF	6644.00 6643.00 6645.01	1 1,2,3,4,5 2
Rehabilitation Line	Levee Road 735' north of West 8 th Street southward along Levee Road to a point 1050' north of North Highway 36 28.951670, -95.377044	1,925 LF		
Rehabilitation Line	From northern dead end of South Riverview Drive eastward along easement to Dixie Drive, 170' north of West 8 th Street 28.952118, -95.374436	935 LF		
Rehabilitation Line	From a point in the easement north of West 8 th Street that is 500' east of Riverview Drive southward through residential property and across West 8 th Street to a point in the easement north of Acacia Court 28.951640, -95.374506	300 LF		
Rehabilitation Line	From easement starting at Riverview Drive, 140' south of West 8th Street eastward along the easement then southward along the easement between Acacia Court and Dixie Drive to the easement south of West 11th Street, 135' west of Dixie Drive 28.950718, -95.373822	1,750 LF		
Rehabilitation Line	From a point in easement between Acacia Court and Acacia Circle 150' east of Riverview Drive eastward along easement to a point 160' west of Dixie Drive 28.950398, -95.374911	600 LF		
Rehabilitation Line	From a point in easement between Acacia Circle and West 11th Street 150' east of Riverview Drive eastward along easement to a point 160' west of Dixie Drive 28.949551, -95.375215	600 LF		

Rehabilitation Line	From southern dead end of Riverview Drive eastward along easement to southern dead end of Dixie Drive 28.948631, -95.375384	800 LF		
Rehabilitation Line	From intersection of Dixie Drive and the alleyway 160' south of West 8 th Street eastward to Yaupon Street, thence southward to a point 170' south of West 9 th Street, thence westward along easement to Dixie Drive 28.949621, -95.370419	2,275 LF		
Rehabilitation Line	From a point in easement between West 10 th Street and West 11 th Street that is 100' east of Dixie Drive, eastward along easement to Pecan Street 28.948188, -95.370203	2,225 LF		
Rehabilitation Line	From a point in easement between West 10 th Street and West 11 th Street 90' west of Yaupon Street eastward to Yaupon Street, thence northward to a point between West 9 th Street and West 10 th Street that is 160' north of West 10 th Street, thence eastward for 500' to a point in the easement 28.949155, -95.370317	1,135 LF	6644.00 6643.00 6645.01	1 1,2,3,4,5 2
Rehabilitation Line	From a point in easement between West 9 th Street and West 10 th Street 460' east of Yaupon Street eastward to Pecan Street 28.948475, -95.367838	860 LF		
Rehabilitation Line	From Pecan Street eastward on West 9 th Street to South Velasco Boulevard 28.947964, -95.364270	1,350 LF		
Rehabilitation Line	From Pecan Street eastward on West 10 th Street to South Velasco Boulevard 28.947292, -95.364510	1,350 LF		
Rehabilitation Line	From Pecan Street eastward along west 11 th Street to South Velasco Street, thence northward to West 9 th Street 28.946280, -95.363957	1,900 LF		

Rehabilitation Line	From a point on South Velasco Boulevard 125' north of West 10 th Street eastward along the easement between West 9 th and West 10 th Streets to Magnolia Street 28.946301, -95.359569	1,800 LF	6644.00 6643.00 6645.01	1 1,2,3,4,5 2
Rehabilitation Line	From a point on South Velasco Boulevard 125' north of West 11 th Street eastward along the easement between West 10 th and West 11 th Streets to Magnolia Street 28.945650, -95.359785	1,800 LF		
Rehabilitation Line	From a point 150' south of West 12 th Street northward along South Velasco Boulevard to the easement between West 11 th and West 12 th Street, thence eastward to Magnolia Street, thence northward to a point 130' south of West 9 th Street, thence eastward along the easement to Cherry Street 28.945197, -95.356999	5,000 LF		
Rehabilitation Line	From Velasco Boulevard at a point 150' south of West 12 th street eastward along the easement to Magnolia Street 28.944287, -95.360283	1,785 LF		
Rehabilitation Line	From a point 130' north of West 10 th Street southward on Cedar Street to the dead end, 125' south of West 12 th Street 28.945319, -95.359890	785 LF		
Rehabilitation Line	From a point in the easement between West 11 th and West 12 th Streets 450' west of Cedar Street southward through residential properties to the easement 125' south of West 12 th Street 28.945008, -95.361530	250 LF		

These Activities shall benefit twelve thousand, twenty-five (12,025) persons. Of these persons, eight thousand eighty (8,080), or sixty-seven and nineteen hundredths' percent (67.19%), are of low to moderate income.

BUDGET

HUD Activity Type	Grant Award	Other Funds	Total
Construction/Reconstruction of Sewer Lines or Systems	\$5,931,626.00	\$59,915.00 ¹	\$5,991,541.00
TOTAL	\$5,931,626.00	\$59,915.00¹	\$5,991,541.00

¹ CITY OF FREEPORT GENERAL FUND TO BE USED TOWARD CONSTRUCTION

MILESTONES

Budget Gates, Milestones, Actions, and Deliverables	Not-To-Exceed Budget Gate Percentages by Budget Category (Subrecipient may draw up to, but not-to-exceed, the identified percentage of the budget category until stated deliverable(s) are submitted to and approved by the GLO.)			Single Deliverable Milestones by Budget Category (Subrecipient may draw up to 100% of budget category after submittal to and approval by the GLO of the stated deliverable.)		Multiple Deliverable Milestones (Subrecipient may draw up to, but not-to-exceed, the percentage stated after submittal to and approval by the GLO of the stated deliverable.)	
	Project Delivery		Engineering Funds	Special Environmental Funds	Acquisition Funds	Construction Funds	Planning/ Studies (not related to engineering design)
Project Phase Actions and Deliverables:	Grant Administration Funds	Environmental Funds					
Action: Start-up Phase Deliverable: Contract kick-off meeting sign-in sheet; all required start-up documentation reviewed and accepted by GLO; executed grant administration service provider contract in pdf.	0-15%						
Action: Commencement of Engineering Phase Deliverable: Executed engineering service provider contract in pdf provided during start-up phase as applicable.			0-30%				

Project Phase Actions and Deliverables:	Project Delivery		Engineering Funds	Special Environ- mental Funds	Acquisition Funds	Construction Funds	Planning/ Studies (not related to engineering design)
	Grant Administration Funds	Environmental Funds					
Action: Commencement of Environmental Phase Deliverable: Executed environmental service provider contract in pdf provided during start-up phase as applicable.	15.01-30%	0-30%					
Action: Completion of Design Phase Deliverable: Complete signed and sealed 100% construction plans in pdf*.			30.01- 60%				
Action: Completion of Special Environmental Services Deliverable: GLO approval of required documentation, dependent upon additional environmental requirements.				100%			
Action: Completion of Environmental Record Review Deliverable: GLO signed AUGF**	30.01-50%	30.01-100%					
Action: Acquisition Phase Deliverable: Acquisition Detailed Report and supporting documentation per parcel accepted by GLO*					100%		
Action: Commencement of Bid Phase Deliverable: First published bid notice and publisher's affidavit*	50.01-60%		60.01- 70%				

Project Phase Actions and Deliverables:	Project Delivery		Engineering Funds	Special Environ- mental Funds	Acquisition Funds	Construction Funds	Planning/ Studies (not related to engineering design)
	Grant Administration Funds	Environmental Funds					
Action: Commencement of Construction Phase Deliverable: Signed Notice to Proceed (NIP)*	60.01-85%		70.01- 85%			0-95%	
Action: Completion of Construction Phase Deliverable: Signed and sealed complete as-built plans in pdf; executed COCC accepted by GLO; signed FWCR accepted by GLO*	85.01-95%		85.01- 100%			95.01- 100%	
Action: Commencement of Planning/Study Phase Deliverable: Signed notice to proceed or similar document from Subrecipient initiating planning/study activity with description of work to be performed.							0-85%
Action: Completion of Planning/Study Phase Deliverable: Final report and proof of acceptance by the Subrecipient.							85.01- 100%
Action: Grant Completion Report Approval Deliverable: GCR approved by GLO.	95.01-100%						
<p>Failure to provide any deliverable identified could result in repayment of funds expended in part or in full. Deliverables identified in the table allow the subrecipient to draw the identified percentage per category contingent upon compliance of associated program guidance.</p> <p>*If multiple construction contracts, multiple deliverables are required and associated costs are pro-rated in accordance with budget details in final GLO approved application</p> <p>**if project includes more than one ERR, associated costs are pro-rated in accordance with budget details in final GLO approved application</p>							

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ASSURANCES - CONSTRUCTION PROGRAMSOMB Approval No. 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION City of Freeport	DATE SUBMITTED

SF-424D (Rev. 7-97) Back

THIS FORM MUST BE EXECUTED

**CERTIFICATION REGARDING LOBBYING
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871**

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance:

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT
City of Freeport

AWARD NUMBER AND/OR PROJECT NAME
22-082-013-D213

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

Disclosure of Lobbying ActivitiesComplete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)OMB Number: 4040-0013
Expiration Date: 02/28/2022

1. *Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. *Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. *Report Type: a. initial filing _____ b. material change
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip: _____ Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (4040-0013), Washington, DC 20503.

GENERAL AFFIRMATIONS

For the purposes of this document, the term “governmental entities” shall have the same meaning as defined in Chapter 2251 of the Texas Government Code.

TO THE EXTENT APPLICABLE, Subrecipient affirms and agrees to the following, without exception:

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.
2. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 CFR 200, only to the extent such compliance is consistent with 2 CFR 200.319.
3. Under Section 231.006 of the Family Code, the vendor or applicant [Subrecipient] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. *[Not applicable to contracts with governmental entities.]*
4. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Subrecipient certifies it has submitted this information to the GLO. *[Not applicable to contracts with governmental entities.]*
5. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Subrecipient certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
6. Subrecipient represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
7. Subrecipient agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Subrecipient to the State of Texas.
8. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.

9. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.
10. If the Contract is not for architecture, engineering, or construction services, except as otherwise provided by statute, rule, or regulation, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.**
11. If the Contract is for architecture, engineering, or construction services, subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.**
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Subrecipient's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Subrecipient seeks as damages; and (3) the legal theory of recovery.
 - b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
 - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or

settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.

- d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.
 - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Subrecipient. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Subrecipient. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Subrecipient under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Subrecipient does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
 - f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Subrecipient: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
12. If Chapter 2271 of the Texas Government Code applies to this Contract, Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.
 13. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Subrecipient understands that all obligations of the GLO under this Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.
 14. Subrecipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

15. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
16. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
17. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.
18. Subrecipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
19. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Subrecipient further represents and warrants that if a former employee of the GLO was employed by Subrecipient within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Subrecipient that the employee worked on while employed by the GLO.
20. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.
21. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND

EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. *[Not applicable to contracts with governmental entities.]*

22. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. *[Not applicable to contracts with governmental entities.]*
23. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR

- (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL. *[Not applicable to contracts with governmental entities.]*
24. Subrecipient has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
25. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
26. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient shall make any information created or exchanged with the State/GLO pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State or the GLO.
27. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to

contractually bind Subrecipient to the terms and conditions of the Contract and related documents.

28. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.
29. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
30. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
31. Subrecipient expressly acknowledges that funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Subrecipient represents and warrants to the GLO that any technology provided to the GLO for purchase pursuant to this Contract is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: providing equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.
32. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its

compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

33. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
34. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Subrecipient shall report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO's Fraud Reporting hotline at (877) 888-0002.
35. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and Subrecipient agrees that the Contract can be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.
36. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.
37. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate. *[Not applicable to contracts with governmental entities.]*
38. Subrecipient certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Subrecipient's business. Subrecipient acknowledges that such a vaccine or recovery requirement would make Subrecipient ineligible for a state-funded contract.
39. Pursuant to Government Code Section 2274.0102, Subrecipient certifies that neither it nor its parent company, nor any affiliate of Subrecipient or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.
40. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that Subrecipient does not boycott energy companies and will not boycott energy companies during the term of the Contract. If

Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.

41. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.
42. If Subrecipient is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Subrecipient will play the United States national anthem at the beginning of each team sporting event held at Subrecipient's home venue or other venue controlled by Subrecipient for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Subrecipient to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Subrecipient may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.
43. To the extent Section 552.371 of the Texas Government Code applies to Subrecipient and the Contract, in accordance with Section 552.372 of the Texas Government Code, Subrecipient must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Subrecipient's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Subrecipient's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Subrecipient agrees that the Contract may be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.
44. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Subrecipient, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Subrecipient compiled in connection with its performance under the Contract.
45. If subject to 2 CFR 200.216, Subrecipient shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services, as defined in Public Law 115-232, Section 889, as a substantial or essential component of any system, or as critical technology as part of any system.

NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Subrecipient must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Subrecipient acknowledges that this list may not include all such applicable laws, rules, and regulations.

Subrecipient is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018) (Public Law 115-123);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Community Development Block Grant Disaster Recovery and Mitigation Implementation Manual; and

State of Texas CDBG Mitigation Action Plan, dated March 31, 2020, as may be amended.

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. § 3601, *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Subrecipient to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and

Urban Development", 24 C.F.R. Part 8. By signing this Contract, Subrecipient understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended.

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u); 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq.*), particularly section 3 (16 U.S.C. § 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), *et seq.*, and 21 U.S.C. § 349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. § 1531, *et seq.*) as amended, particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

AIR QUALITY

The Clean Air Act (42 U.S.C. § 7401, *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. § 7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq.*) particularly sections 1540(b)

and 1541 (7 U.S.C. §§ 4201(b) and 4202); and
Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. § 570.609);
General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and
Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

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SPECIAL CONDITIONS

If applicable to a Project or Activity, Subrecipient must be in compliance with the following Special Conditions and any other State, Federal, or local laws, rules, and regulations as may be applicable, throughout the term of the Contract, prior to the release of any grant funds for the Projects or Activities anticipated.

Subrecipient is deemed to have read and to understand the requirements of each of the following, if applicable to the Project or any Activity under this Contract:

A. REIMBURSEMENT, GENERALLY

As provided for in Public Law 115-123, the Contract funds may not be used for activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) covered by insurance, and Subrecipient shall ensure compliance with all such requirements.

B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE

1. Subrecipient must provide documentation which indicates they have received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Subrecipient to be eligible to participate in the NFIP have been adopted.
2. When Activities specified in a Performance Statement involve structures that are located within Special Flood Hazard Areas (SFHA), flood insurance may be required. If required, Subrecipient shall obtain such insurance and shall maintain documentation evidencing compliance with such requirements.
3. Subrecipient acknowledges and agrees that if any property that is the subject of an Activity under this Contract is located within a floodplain, the following terms and conditions shall apply:
 - a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001- 4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:
 - i. The community in which the area is situated is participating in the National Flood Insurance Program ("NFIP"), or less than one (1) year has passed since the FEMA notification regarding such hazards; and
 - ii. Where the community is participating in the NFIP, flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.
 - b. Where the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, Subrecipient is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.
 - c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 5154a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for flood damage to any personal, residential, or commercial property if:
 - i. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and

- ii. The person failed to obtain and maintain flood insurance.
- d. Subrecipient understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood insurance purchase requirement of their statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so.

C. PROJECT MAPPING/DESIGN INFORMATION

For construction projects, Subrecipient shall require and maintain copies, in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed.

D. WATER SYSTEM IMPROVEMENTS

1. Prior to the GLO's release of funds for the construction of any water system improvements, Subrecipient shall provide certification to the GLO that plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.
2. Prior to construction, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served, has been issued by the TCEQ.
3. Prior to Subrecipient submission of the Project Completion Report for any water system improvements described in Attachment A, Subrecipient shall provide a letter from the TCEQ that the constructed well is approved for interim use and may be temporarily placed into service pursuant to 30 Texas Administrative Code, Chapter 290—Rules and Regulations for Public Water Systems.

E. SEWER SYSTEM IMPROVEMENTS

Prior to the construction of any sewer system improvements described, Subrecipient shall provide certification that the plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative and properly submitted to the Texas Commission on Environmental Quality (TCEQ) for review and approval in accordance with the administrative requirements of 30 TAC §217.6.

Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, Subrecipient shall provide notification to the GLO of the start of construction on any sewer treatment plant or other system-related improvements included in this Contract.

F. WASTEWATER TREATMENT CONSTRUCTION

Prior to incurring costs for any wastewater treatment construction in Attachment A, Subrecipient shall provide documentation of an approved permit or amendment(s) to an existing permit for such activities from the TCEQ's Water Quality Division.

In addition, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or equivalent permit or authority for the area to be served, has been issued by the TCEQ as required by 16 Texas Administrative Code Chapter 24, Subchapter H.

G. ON-SITE SEWAGE FACILITIES (OSSF) IMPROVEMENTS

1. Subrecipient shall provide documentation that final plans, specifications, and installation of its OSSF improvements have been reviewed and approved by the City or County Health Department through authority granted by the TCEQ.
2. Subrecipient shall mitigate all existing OSSF in accordance with 30 Texas Administrative Code Chapter 285, Subchapter D, §285.36(b).
3. Prior to the selection of program recipients for proposed OSSF, Subrecipient shall provide a copy of its proposed program guidelines to for GLO review. All proposed OSSF programs must meet or exceed guidelines set forth in 30 Texas Administrative Code Chapter 285, Subchapter D.

H. BUILDING CONSTRUCTION

Subrecipient shall provide documentation that the construction of a new building and facilities are in compliance with the Texas Accessibility Standards (TAS) adopted under the Architectural Barriers Act, Chapter 469, Texas Government Code, and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules, 16 Texas Administrative Code, Chapter 68. If estimated construction costs exceed Fifty Thousand Dollars (\$50,000.00), Construction Documents must be submitted to the TDLR for an accessibility plan review.

I. BRIDGE CONSTRUCTION/REHABILITATION

Subrecipient shall use the minimum design requirements of the Texas Department of Transportation (TxDOT) for bridge construction/rehabilitation. Final plans and specifications must be submitted to TxDOT for review and approval prior to the start of construction in accordance with Transportation Code Section 201.084, and documentation of such approval must be provided to the GLO.

J. DISASTER SHELTERS

Subrecipient shall ensure that the primary purpose of the facility, as described in Attachment A, is to serve as a disaster shelter, and shall ensure the facility is operated at all times in a manner that ensures that the priority use is to serve as a disaster shelter regardless of any other scheduled uses or commitments that existed at the time of the disaster or emergency situation. In addition, Subrecipient shall prepare or be incorporated into an approved emergency management plan, as prescribed by the Texas Division of Emergency Management, identifying the shelter as a facility that provides short-term lodging for evacuees during and immediately after an emergency situation. Subrecipient shall submit a copy of Subrecipient's Emergency Management Plan Annex for Shelter and Mass Care to the GLO.

K. DEBRIS REMOVAL

Subrecipient shall ensure that any debris to be removed consists primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal property. Only debris identified as the responsibility of the local jurisdiction will be eligible for the reimbursement of cost of removal.

Prior to beginning debris collection operations, Subrecipient shall address all pertinent environmental concerns, adhere to all applicable regulations, and obtain all required permits. Further, Subrecipient shall adhere to the methods described herein for the collection and storage of debris prior to proper disposal.

While construction and demolition debris may be collected and disposed of at an appropriately rated landfill, woody and/or vegetative debris must be stored prior to disposal by use of temporary debris storage and reduction sites (TDSR). Subrecipient will prepare and operate the TDSR sites, or local jurisdictions choosing to conduct their own debris operations may review Chapter 7 of the FEMA

Debris Management Guide regarding the use of TDSR sites. This document may be obtained at <https://www.fema.gov/pdf/government/grant/pa/demagde.pdf>.

In order to maintain the life expectancy of landfills, Subrecipients disposing of woody and/or vegetative debris must choose burning, chipping, or grinding as the method of disposal. Any project disposing of woody and/or vegetative debris must be approved in writing by the GLO.

L. USE OF BONDS

Subrecipient must notify the GLO of its issuance and sale of bonds for completion of the project funded under this Contract.

M. PROGRAM GUIDELINES

Prior to the selection of program beneficiaries, Subrecipient shall provide to the GLO, for GLO review and approval, a copy of its proposed guidelines for the program. The guidelines must meet or exceed to requirements in the Federal Registers. The guidelines must include provisions for compliance with the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with 24 CFR 35 (HUD lead-based paint regulation).

N. AFFORDABILITY PERIODS FOR SINGLE-FAMILY HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

For single-family non-rental housing assistance provided by Subrecipient, Subrecipient shall implement a minimum* three-year affordability period during which the homeowner must occupy the home as a principal place of residence, guaranteed by an unsecured forgivable promissory note.

O. UNSECURED FORGIVABLE PROMISSORY NOTE ("NOTE")

Housing rehabilitation or reconstruction assistance provided by Subrecipient shall be in the form of a three-year unsecured forgivable promissory note at an interest rate of zero-percent (0%). Provided that all terms and conditions contained in the Note continue to be fulfilled, a Note will be forgiven according to the following terms, as applicable, until the applicant fulfills their note requirement (the requirements are defined in the promissory note document): at a rate of 33 percent per year for the first two years, and 34 percent after the third year.

1. If the homeowner occupies the home for the full three-year term, the Note expires and no repayment is required, nor will any conditions be imposed relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are breached or if the property is sold, leased, transferred or vacated by the homeowner for any consecutive thirty (30) day period during the Note term, the repayment provisions of the Note shall be enforced.
2. If, during the Note term, the homeowner vacates the unit for any consecutive thirty (30) day period, the locality may forgive, as evidenced by the program director, city council, or commissioner court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in an unnecessary hardship to the homeowner and, in the case of a limited clientele project, the determination that the national objective of benefiting low to moderate-income persons was met.
3. For a limited clientele project, the national objective will be considered met only when the program director, city council, or county commissioners court determines that a low- to

* Subrecipient may establish a longer affordability period at its own discretion.

- moderate-income person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. If the national objective was not achieved, Subrecipient is liable for repayment of an amount equal to the difference in the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the forgivable Note.
4. If property assisted under a limited clientele project is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the Note must be repaid by Subrecipient from the sales proceeds. Notwithstanding the preceding, Subrecipient shall be held liable for any balance remaining over and above the sales proceeds. In all instances, upon completion of the Note or repayment of the assistance (in full or in part), Subrecipient shall prepare and record a release of lien document in the land records of the applicable county.
 5. Monitoring of the Note is required both during and after the grant is closed. Subrecipient must utilize non-CDBG funds to fulfill the monitoring obligations for its impacted recovered community.
 6. Subrecipient will maintain a list of homeowners that do not maintain flood insurance as documented in their promissory note. These applicants will not be allowed to receive future assistance as outlined in Section B of this document.

P. RENTAL HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

Rental housing rehabilitation, reconstruction, or new construction assistance will provided be provided in the form of a forgivable loan or grant at zero interest dependent on the applicable Federal Register notice, Action Plan, or Housing Guidelines. Provided all terms and conditions under which the assistance was provided continue to be fulfilled, the note will be forgiven on a pro-rated basis until the applicant fulfills their note requirement (the requirements are defined in the promissory note document).

The purpose of the program is to facilitate the rehabilitation, reconstruction, and/or new construction of affordable rental housing needs within the service area of a disaster event in order to increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters. A minimum of 51% of the multi-family units must be restricted during the affordability period of twenty (20) years for low to moderate income (LMI) persons. The rents, at a minimum, must comply with High HOME Investment Partnership (HOME) Rents and other existing Land Use Restriction Agreement (LURA) restrictions if applicable. HOME rent limits are defined by HUD and must equal the lesser of fair market rents or 30% of the adjusted income for people earning 65% of the AMFI.

Q. COASTAL MANAGEMENT

Subrecipient acknowledges and agrees that any Project that may impact a Coastal Natural Resource Area must be consistent with the goals and policies of the Texas Coastal Management Program as described in 31 Texas Administrative Code, Part 16, Chapter 501.

GLO Community Development and Revitalization Monthly Activity Status Report

Subrecipient must provide monthly Activity status reporting for all sites identified in the Performance Statement (Attachment A) and relevant to the milestones therein. The Monthly Activity Status Report is due the fifth day of the month following the reporting period for the duration of the Contract. Submit the report using the Texas Integrated Grant Reporting system upload for Monthly Activity Status Reporting.

Subrecipient: _____
 Contract Number: _____
 Preparer Name: _____ Contact Information: _____

Reporting Period (Month/ Year): _____

Project Title: _____

Project Milestone Phase	Att. A Budget Gates/Milestones		TIGR Milestone (Pending or Complete)	On Schedule? (If no, describe improvement plan below.)
	Budget Category	Budget Allowance		
Start-Up Documentation	PD-GA Funds	0-15%		
Engineering NTP	Eng Funds	0-30%		
Environmental NTP	PD-GA Funds	15.01-30%		
	PD-Env Funds	0-30%		
Engineering Design	Eng Funds	30.01-60%		
Completion of Special Env Svcs	PD-Special Env Funds	100%		
Authority to Use Grant Funds	PD-GA Funds	30.01-50%		
	PD-Env Funds	30.01-100%		
Acquisition (if applicable)	Acq Funds	100%		
Bid Advertisement	PD-GA Funds	50.01-60%		
	Eng Funds	60.01-70%		
Contract Award and Construction	PD-GA Funds	60.01-85%		
	Eng Funds	70.01-85%		
	Construction Funds	0-95%		
Construction Activity Completion	PD-GA Funds	85.01-95%		
	Eng Funds	85.01-100%		
	Construction Funds	95.01-100%		
Planning NTP	Planning Funds	0-95%		
Planning Completion	Planning Funds	95.01-100%		
Contract Closeout	PD-GA Funds	95.01-100%		

Project Status Concerns (provide notes or information relevant to the overall contract.):

Budget Status:	Total Budget	Total Expended	Balance	% Expended (Total Expended/Total Budget)
PD-GA Funds				
PD-Env Funds				
PD-Special Env Funds				
Eng Funds				
Acq Funds				
Construction Funds				
Planning Funds				
Totals:				

GLO Information Security Appendix (CDBG)

1. Definitions

“Breach of Security” means any unauthorized access of computerized data that compromises the security, confidentiality, or integrity of GLO Data that is in the possession and/or control of Subrecipient (or any entity with which Subrecipient shares GLO Data as authorized herein) including data that is encrypted if the person accessing the data has the key required to decrypt the data, or a loss of control, compromise, unauthorized disclosure or access, failure to physically secure GLO Data or when unauthorized users access PII or SPI for an unauthorized purposes. The term encompasses both suspected and confirmed incidents involving GLO Data which raise a reasonable risk of harm to the GLO or an individual. A Breach of Security occurs regardless of whether caused by a negligent or intentional act or omission on part of Subrecipient and/or aforementioned entities.

“GLO Data” means any data or information, which includes PII and/or SPI as defined below, collected, maintained, and created by the GLO, for the purpose of providing disaster assistance to an individual, that Subrecipient obtains, accesses (via records, systems, or otherwise), receives (from the GLO or on behalf of the GLO), or uses in the performance of the Contract or any documents related thereto. GLO Data does not include other information that is lawfully made available to Subrecipient through other sources.

“Personal Identifying Information” or “PII” means information that alone, or in conjunction with other information, identifies an individual as defined at Tex. Bus. & Com Code Section 521.002(a)(1).

“Sensitive Personal Information” or “SPI” means the personal information identifying an individual as defined at Tex. Bus. & Com. Code Section 521.002(a)(2).

All defined terms found in the Contract shall have the same force and effect, regardless of capitalization.

2. Security and Privacy Compliance

- 2.1. Subrecipient shall keep all GLO Data received under the Contract and any documents related thereto strictly confidential.
- 2.2. Subrecipient shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations.
- 2.3. Subrecipient shall implement administrative, physical, and technical safeguards to protect GLO Data that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.
- 2.4. Subrecipient will legally bind any contractor(s)/subcontractor(s) to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Subrecipient shall ensure that the requirements stated herein are imposed on any contractor/subcontractor of Subrecipient’s subcontractor(s).

- 2.5. With the exception of contractors and subcontractors as they are addressed in Section 2.4, Subrecipient will not share GLO Data with any third parties, except as necessary for Subrecipient's performance under the Contract and upon the express written consent of the GLO's Information Security Officer or his/her authorized designee.
- 2.6. Subrecipient will ensure that initial privacy and security training, and annual training, thereafter, is completed by its employees or contractor/subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle PII and/or SPI on behalf of the GLO. Subrecipient shall maintain and, upon request, provide documentation of training completion.
- 2.7. Any GLO Data maintained or stored by Subrecipient or any contractor/subcontractor must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.
- 2.8. Subrecipient shall require that all individuals allowed to access GLO Data pursuant to this Contract sign a confidentiality and non-disclosure agreement ("NDA") before being given access to GLO Data. At a minimum, the NDA shall inform all individuals of the confidential nature of the GLO Data, the security and non-disclosure requirements of this Contract, and the potential criminal penalties and civil remedies specified in federal and state laws that may result from the unauthorized disclosure of GLO Data. The NDA shall require all individuals to acknowledge that the GLO or the United States government, including the U.S. Department of Housing and Urban Development, will seek any remedy available, including all administrative, disciplinary, civil, or criminal action(s) or penalties, as appropriate, for any unauthorized disclosure of GLO Data. Subrecipient shall provide the GLO copies of any and all NDAs upon request or demand by the GLO.
- 2.9. Subrecipient shall only use GLO Data for the purposes of administering the Project(s).

3. Data Ownership

- 3.1. The GLO shall retain full ownership of all GLO Data, which includes PII and/or SPI, disclosed to Subrecipient or to which Subrecipient otherwise gains access by operation of the Contract or any agreement related thereto.
- 3.2. If, at any time during the term of the Contract or upon termination of the Contract, whichever occurs first, any part of the GLO Data, in any form, provided to Subrecipient ceases to be necessary for Subrecipient's performance under the Contract, Subrecipient shall within fourteen (14) days thereafter securely return such GLO Data to the GLO, or, at the GLO's written request, destroy, uninstall, and/or remove all copies of data in Subrecipient's possession or control and certify to the GLO that such tasks have been completed. Subrecipient shall provide certification of such destruction of GLO Data. If such return is infeasible, as mutually determined by the GLO and Subrecipient, the obligations set forth in this Attachment, with respect to GLO Data, shall survive termination of the Contract and Subrecipient shall prohibit any further use and disclosure of GLO Data.

4. Data Mining

- 4.1. Subrecipient shall not use GLO Data for unrelated commercial purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by the GLO in this Contract.
- 4.2. Subrecipient shall take all reasonable physical, technical, administrative, and procedural measures to ensure that no unauthorized use or access of GLO Data occurs.

5. Breach of Security

- 5.1. Subrecipient shall provide the GLO with the name and contact information for an employee of Subrecipient which shall serve as the GLO's primary security contact.
- 5.2. Upon Subrecipient's discovery of a Breach of Security or suspected Breach of Security, Subrecipient shall notify the GLO as soon as possible, but no later than 24 hours after discovery of the Breach of Security or suspected Breach of Security. Within 72 hours, Subrecipient shall provide to the GLO, at minimum, a written preliminary report regarding the Breach or suspected Breach to the GLO with root cause analysis including a log detailing the data affected.
- 5.3. Subrecipient shall submit the initial notification and preliminary report to the GLO Information Security Officer at informationsecurity@glo.texas.gov.
- 5.4. Subrecipient shall take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- 5.5. Subrecipient shall not inform any third party of any Breach of Security or suspected Breach of Security without first obtaining GLO's prior written consent unless such action is required by law or is limited to third party personnel that have a need to know for the sole purpose of containing or remediating the Breach of Security or suspected Breach of Security. However, while a third party may be informed of the Breach or suspected Breach for the sole purpose of containing or remediating it, no GLO Data shall be shared with such third party unless express written permission is obtained from the GLO in accordance with Section 2.5. Subrecipient will legally bind such third party to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto as soon as practicable upon securing such third party to contain or remediate the Breach of Security or suspected Breach of Security.
- 5.6. Notwithstanding the remedies provided in the Contract, if a Breach of Security includes SPI, Subrecipient shall, at the discretion of the GLO, notify affected individuals of such Breach and provide affected individuals complimentary access to one (1) year of credit monitoring services.

6. Right to Audit

- 6.1 Upon the GLO's request and to confirm Subrecipient's compliance with this Attachment, Subrecipient grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in Subrecipient's, or Subrecipient's contractor/subcontractor's, physical and/or technical environment in relation to GLO Data. Subrecipient shall fully cooperate with such

assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure and application software that stores, processes, or transports GLO Data. In lieu of a GLO-conducted assessment, audit, examination, investigation, or review, Subrecipient may supply, upon GLO approval, the following reports: SSAE18, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Subrecipient shall ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review is included in any contract/subcontract that Subrecipient awards.

- 6.2 At the GLO's request, Subrecipient shall promptly and accurately complete a written information security questionnaire provided by the GLO regarding Subrecipient's business practices and information technology environment in relation to GLO Data and the GLO shall consider such information to be confidential to the extent allowed by law.

P.L. 113-2 Contract Reporting Template

Grantees are to use this template to summarize all procured contracts, including those procured by the grantee, recipients, or subrecipients. For the purposes of this requirement, recipients and subrecipients are defined as any entity receiving funds directly from the grantee. Definitions of each field can be found below. Grantees are to update and upload this template to their website and to DRGR using the Lead Agency's Administration activity each quarter as part of their QPR submissions by selecting the "add additional documents" link in page 1 of the edit activity screen. Please note the specific activity title and number where the template has been uploaded within the QPR's Overall Progress narrative. Please contact your CDP representative with any questions about the requirements pertaining to this template or submit a question to <https://www.onecpd.info/get-assistance/my-question/> for DRGR technical assistance.

Data Fields:

Grantee	Enter grantee title as displayed in DRGR system.
Grant Number	Enter grant number as displayed in DRGR system.
Date Updated	Enter date template last updated.
A. Contractor Name	Enter name of Contracted Party
B. DUNS Number	Enter Data Universal Numbering System number of the Contractor. <u>Note:</u> Entering the DUNS into this template does not fulfill the requirement for grantees to enter DUNS into the DRGR Action Plan at the activity level. Refer to the Notice published July 11, 2014 for more information on this separate requirement.
C. Procured by	Enter name of entity that procured Contract - HUD grantee (state or local government), partner agency, a subrecipient of a state or local government, or a recipient of a state government.
D. Contract Execution Date	Enter date the Contract was executed.
E. Contract End Date	Enter date the Contract will expire.
F. Total Contract Amount	Enter total amount of executed Contract.
G. Amount of CDBG-DR Funds	Enter amount of CDBG-DR funds from this grant used to fund the Contract.
H. Brief Description of Contract	Enter a brief, one sentence description of the purpose of the Contract.

To insert additional ROWS, go to HOME menu, and select INSERT from the top left.

P.L. 113-2 Contract Reporting Template

Grantee:
Grant Number:
Date Updated:

A. Contractor Name	B. DUNS Number	C. Procured By	D. Contract Execution Date	E. Contract End Date	F. Total Contract Amount	G. Amount of CDBG-DR Funds	H. Brief Description of Contract
Example: South Texas Landscaping, INC	XXX-XXX	State of Texas	6/15/2013	6/15/2014	\$3,500,000	\$3,000,000	Long term recovery from wildfires of 2011 - Drainage Projects

*See Instructions tab for additional guidance on template elements.

Certificate Of Completion

Envelope Id: B3048B4ADF474A70864B42F6056B5071
Subject: \$5.9M Contract: 22-082-013-D213 - City of Freeport (Texas GLO)
Source Envelope:
Document Pages: 83 Signatures: 0
Certificate Pages: 5 Initials: 5
AutoNav: Enabled
Envelope Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:
Veronica Rodriguez
1700 Congress Ave
Austin, TX 78701
Veronica.Rodriguez@glo.texas.gov
IP Address: 99.135.182.53

Record Tracking

Status: Original
10/26/2021 8:38:45 AM

Holder: Veronica Rodriguez
Veronica.Rodriguez@glo.texas.gov

Location: DocuSign

Signer Events

Joanne Wright
Joanne.Wright@glo.texas.gov
Attorney
Texas General Land Office
Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Pre-selected Style
Using IP Address: 165.225.34.59

Timestamp

Sent: 10/26/2021 1:03:03 PM
Viewed: 10/26/2021 1:03:58 PM
Signed: 10/27/2021 5:27:07 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Suzanne Nelson
suzanne.nelson.glo@recovery.texas.gov
Texas General Land Office
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
Using IP Address: 165.225.34.56

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Viewed: 10/28/2021 12:42:45 PM
Signed: 10/28/2021 12:50:59 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Heather Lagrone
heather.lagrone.glo@recovery.texas.gov
Sr Dep Director
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
Using IP Address: 107.77.221.54
Signed using mobile

Sent: 10/28/2021 12:51:07 PM
Viewed: 10/28/2021 1:52:42 PM
Signed: 10/28/2021 1:52:58 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Marc Barenblat
marc.barenblat@glo.texas.gov
Deputy General Counsel
Texas General Land Office
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
Using IP Address: 165.225.34.69

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Signed: 10/28/2021 4:53:07 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events

Jeff Gordon
 jeff.gordon@glo.texas.gov
 General Counsel
 Texas General Land Office
 Security Level: Email, Account Authentication (None)

Signature


Signature Adoption: Pre-selected Style
 Using IP Address: 165.225.34.84

Timestamp

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 Signed: 10/28/2021 5:11:29 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Brooks Bass
 bbass@freeport.tx.us
 Mayor
 Security Level: Email, Account Authentication (None)

Sent: 10/28/2021 5:11:36 PM
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Mark A. Havens
 Mark.Havens@GLO.TEXAS.GOV
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

BSO Team
 bsorequests@recovery.texas.gov
 Texas General Land Office
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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Drafting Requests
 draftingrequests@GLO.TEXAS.GOV
 Texas General Land Office
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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Sent: 10/26/2021 9:00:05 AM

Kelly McBride
 kelly.mcbride@glo.texas.gov
 Director of CMD
 Texas General Land Office
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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Carbon Copy Events

Joseph Cardona
joseph.cardona@glo.texas.gov
Team Lead/Contract Manager
Texas General Land Office

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
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Veronica Rodriguez
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Jayne Williams
Jaynee.Williams@glo.texas.gov

Purchaser
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Matthew Anderson
matthew.anderson.glo@recovery.texas.gov

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Accounting Team
DR.SystemAccess@glo.texas.gov

Security Level: Email, Account Authentication
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Esmeralda Sanchez
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Manager

Texas General Land Office
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
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Diane Hill-Smith
diane.hill-smith.glo@recovery.texas.gov

Security Level: Email, Account Authentication
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Commissioner George Bush
GeorgeP@glo.texas.gov

Commissioner, General Land Office
Texas General Land Office
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Sent: 10/28/2021 5:11:36 PM

Carbon Copy Events

Status

Timestamp

Kelle Odom

kelle@grantworks.net

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Shundrayl Allen

shundrayl.allen@glo.texas.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

HUB

HUB@glo.texas.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Martin Rivera Jr

martin.rivera.glo@recovery.texas.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Pamela Mathews

pamela.mathews.glo@recovery.texas.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Ryne Zmolik

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Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Denise Hall

denise.hall.glo@recovery.texas.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Michelle Esper-Martin

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Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Tanya Masike

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Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Sent: 10/28/2021 5:11:36 PM

Viewed: 10/29/2021 8:29:29 AM

Carbon Copy Events**Status****Timestamp**

Jeana Bores

jeana.bores.glo@recovery.texas.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Caley Carmichael

caley.carmichael.glo@recovery.texas.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

10/26/2021 9:00:06 AM

Payment Events**Status****Timestamps**



City Council Agenda Item # 12

Title: Discussion on Bid options for Levee Walking Trail

Date: November 15, 2021

From: Lance Petty, Director of Public Works

Staff Recommendation:

Staff is looking for guidance from council for bid options for the Levee Walking Trail from previous quotes

Item Summary:

Bid options for 1.8 miles of walking trail

Asphalt only bids

Asphalt, Granite, Concrete combined bids

Background Information:

The Council approved \$300,000 dollars for the resurface of the Levee Walking Trail for the 2021/2022 budget. Discussions have taken place that included crushed granite, asphalt and concrete. After receiving preliminary quotes for the project, the projected costs are listed below:

- HMAC - \$130,000 (\$22,500 seal coat 6 months after installation)
- Crushed Granite - \$150,000
- Concrete - \$285,000 + (original quote was only 1.1 miles total to Velasco is 1.8 miles)

Special Considerations: N/A

Financial Impact: Budgeted

Board or 3rd Party recommendation: N/A

Supporting Documentation: N/A



City Council Agenda Item # 13

Title: Discussion and Possible Action to remove board member(s) from the Freeport Economic Development Corporation Board.

Date: November 15, 2021

From: Councilman Troy Brimage

Staff Recommendation:

This has been added to the agenda at the request of Councilman Brimage.

Item Summary:

None

Background Information:

None

Special Considerations

None

Financial Impact

None

Board or 3rd Party recommendation:

None

Supporting Documentation: None



City Council Agenda Item # 14

Title: Discussion and Possible Action to instruct the city Attorney to take action to remove specific property currently under development restrictions from property in the Texas Parks and Wildlife Open Recreation Program.

Date: November 15, 2021

From: Tim Kelty

Staff Recommendation:

Staff recommends council take action to instruct the City Attorney to take this action.

Item Summary:

In the past the City received grant funds from the Texas Parks and Wildlife program for Park improvement around the river, and in so doing, agreed that much of the City owned land around the east end of the River, from the Boat Launch on the South side to Freeport Municipal Park shall forever remain dedicated as recreational land. There is a process for removing this designation, which includes replacing the land taken out of this commitment with other suitable land. However, there is a legal process to make this happen.

Recently the City agreed to proceed with such action to remove the land included in the land swap with the ISD. Additionally, the Brazoria county Hispanic Chamber has made a request to develop the Southside for the Multi-Cultural Center and Senior Housing. Attached is a map that reflects the land requested by Councilman Pena to be removed.

Background Information:

In 2019, the EDC commissioned Surveys of old Community House park Property where the T Dock and splash pad is currently located. They also had a survey of the West end of the river that is mostly owned by the City (The Port of Freeport also owns a portion of that property. These surveys were used to developed the attached map adding in the land surveyed for the land swap with the school and following the levy between those properties.

Special Considerations

None

Financial Impact

Unknown

Board or 3rd Party recommendation:

BISD and Brazoria County Hispanic Chamber

Supporting Documentation: Map showing area proposed for removal from the Texas Parks and Wildlife program.

Texas Parks & Wildlife Dedicated Park Program

Legend

- Proposed Dedicated Park Program Property
- Walking Trail
- Roads
- Water

Old Hwy 36

Second St.-W

Brazosport Blvd, N

Quintana

City Park Rd, N

Perry

Front St, N

Old River Rd

Munson

Mcneal

Lively

Ave A, N

Karankawa

Jackson

Ave B, N

Hudgins Dr

Mystery Harbor Ln

Groce

Ave C, N

Division

Ave C, S

Fisher

Ave B, S

Ave A, S

Front St, S

Dezavalia St



Arbutus St

Yaupon St

Mulberry St

Broad St, W

Holly St

Pecan St

Mesquite St

Locust St

Brazos Landing Ct

47.48 ACRES





City Council Agenda Item # 15

Title: Discussion and possible action regarding an Ordinance establishing procedures and deadlines for items requested by one or more Council Members to be placed on the City Council Agenda

Date: November 15, 2021

From: Councilman Jeff Pena

Staff Recommendation:

This has been added to the agenda at the request of Councilman Pena.

Item Summary:

Two alternate ordinances have been prepared and attached for discussion and possible action in response to this request.

Background Information:

Section 3.10 RULES AND REGULATIONS of the City Charter states the “The City Council shall determine its own rules of procedure and may compel the attendance of its members.”

Special Considerations

None

Financial Impact

None

Board or 3rd Party recommendation:

None

Supporting Documentation: Ordinance

ORDINANCE NO. 2021-2649

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; ESTABLISHING SPECIFIC PROCEDURES AND DEADLINES FOR ITEMS REQUESTED BY ONE OR MORE COUNCIL MEMBERS TO BE PLACED ON THE CITY COUNCIL AGENDA; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY UPON SUCCESSFUL PASSAGE AND EXECUTION BY THE MAYOR AND CITY CLERK.

WHEREAS, the City Council desires to insure equal access by each and every Council member to bring items for consideration to the City Council as a whole; and

WHEREAS, the City Council recognizes that city staff must gather information, draft proposed resolutions and ordinances, and organize documents for each agenda item, and adequate time should be provided for city staff to perform those functions; 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 fair and orderly administration of its constitutional and statutory powers as a home-rule municipality.

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

First, the City Council specifically finds that all items contained in the preamble above are true and correct.

Second, the City Council adopts the following rules, procedures and deadlines for items requested by one or more council member to be placed on the City Council Agenda:

1. Any request made by a council member for an item to be placed on the agenda of a REGULAR council meeting, must be made in writing, to the City Manager, on or before noon (12:00 p.m.) on the Tuesday prior to the meeting.
2. Any request made by a council member for an item to be placed on the agenda of a SPECIAL council meeting, must be made in writing, to the City Manager, on or before noon (12:00 p.m.) on the day prior to the meeting.
3. The City Manager shall place the requested item on the agenda as requested within the time-frame above.
4. The City Manager and city staff shall contact the requesting council member should they have any questions or require more information to prepare the necessary documents for the item.
5. The City Manager shall be responsible to have all necessary resolutions, ordinances, supporting documentation prepare and in the city council packets delivered to council

Agenda Procedure Ordinance Version #1

members on the day the agenda is posted and, if he chooses, he may prepare a council memorandum with his recommendation regarding the requested action.

6. The Council may table any agenda item upon motion and majority vote during the open session of the council meeting of which the item is on the agenda.

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

Fourth, this ordinance shall take effect immediately upon its passage and execution by the Mayor and the City Clerk.

Fifth, the City Council specifically finds and determines that the meeting at which this ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ, PASSED AND ADOPTED this _____ **th day of November, 2021**

Brooks Bass, Mayor

ATTEST:

Betty Wells, City Secretary

APPROVED AS TO FORM ONLY:

Christopher Duncan, City Attorney

ORDINANCE NO. 2021-2650

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; ESTABLISHING SPECIFIC PROCEDURES AND DEADLINES FOR ITEMS TO BE PLACED ON THE CITY COUNCIL AGENDA; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY UPON SUCCESSFUL PASSAGE AND EXECUTION BY THE MAYOR AND CITY CLERK.

WHEREAS, the City Council desires to insure equal access by each and every Council member to bring items for consideration to the City Council as a whole; and

WHEREAS, the City Council recognizes that city staff must gather information, draft proposed resolutions and ordinances, and organize documents for each agenda item, and adequate time should be provided for city staff to perform those functions; 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 fair and orderly administration of its constitutional and statutory powers as a home-rule municipality.

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

First, the City Council specifically finds that all items contained in the preamble above are true and correct.

Second, the City Council adopts the following rules, procedures and deadlines for items requested by one or more council member to be placed on the City Council Agenda:

1. Any request made by the Mayor, the City Manager or two (2) council members for an item to be placed on the agenda of a REGULAR council meeting, must be made in writing, to the City Manager, on or before noon (12:00 p.m.) on the Tuesday prior to the meeting.
2. Any request made by the Mayor, the City Manager or two (2) council members for an item to be placed on the agenda of a SPECIAL council meeting, must be made in writing, to the City Manager, on or before noon (12:00 p.m.) on the day prior to the meeting.
3. The City Manager shall place the requested item on the agenda as requested within the time-frame above.
4. The City Manager and city staff shall contact the requesting council member(s) should they have any questions or require more information to prepare the necessary documents for the item.
5. The City Manager shall be responsible to have all necessary resolutions, ordinances, supporting documentation prepare and in the city council packets delivered to council

Agenda Procedure Ordinance Version #2

members on the day the agenda is posted and, if he chooses, he may prepare a council memorandum with his recommendation regarding the requested action.

6. The Council may table any agenda item upon motion and majority vote during the open session of the council meeting of which the item is on the agenda.

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

Fourth, this ordinance shall take effect immediately upon its passage and execution by the Mayor and the City Clerk.

Fifth, the City Council specifically finds and determines that the meeting at which this ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ, PASSED AND ADOPTED this _____ th day of November, 2021

Brooks Bass, Mayor

ATTEST:

Betty Wells, City Secretary

APPROVED AS TO FORM ONLY:

Christopher Duncan, City Attorney



City Council Agenda Item # 16

Title: Consideration and possible action approving the full compliance review of All current 380 Agreements through the City and EDC.

Date: November 15, 2021

From: Councilman Jeff Pena

Staff Recommendation:

This has been added to the agenda at the request of Councilman Pena.

Item Summary:

Staff is aware of 4 existing active 380 agreements being administered by the City:

- 380 Agreement with Mr. Wong for the development of the Urban Renewal property. This agreement does not have any specific time guideline for completion and according to Mr. Duncan will be challenging to enforce. However, the City has the advantage in regard to a requirement for a significant percentage of development to take place before any payout is made.
- 380 agreement with Realty World on the development of Infrastructure in support of 6 homes off of Skinner Street. This agreement is not in compliance and nothing has been paid out. EDC has filed suit to take back this property.
- 380 Agreement with Elliot Cundieff for the infrastructure in support of housing development along 2nd Street. This 380 agreement is currently developing. It is being monitored and is not out of compliance at this time.
- 380 Agreement with the Freeport Economic Development Corporation. This agreement is active and will be completed by the end of this fiscal year.

Background Information:

None

Special Considerations

None

Financial Impact

None

Board or 3rd Party recommendation:

None

Supporting Documentation: None



City Council Agenda Item # 17

Title: Discussion and Possible Action on an Ordinance to require all City Council and Public Board Members to disclose: all current Real Estate Assets in Brazoria County held in their personal name, immediate family's name, business name. all Business Entities owned and partnered in Teas. Any and all business agreements with any other Board or Council member. Any and all agreements or contracts with the City.

Date: November 15, 2021

From: Councilman Jeff Pena

Staff Recommendation:

This has been added to the agenda at the request of Councilman Pena.

Item Summary:

City attorney Chris Duncan has prepared the attached ordinance in response to this request

Background Information:

None

Special Considerations

None

Financial Impact

None

Board or 3rd Party recommendation:

None

Supporting Documentation: Ordinance

ORDINANCE NO. 2021-2648

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; REQUIRING DISCLOSURE OF POTENTIAL FINANCIAL AND CONTRACTUAL CONFLICTS OF INTEREST BY MEMBERS OF THE CITY COUNCIL AND COUNCIL APPOINTED BOARDS OF FREEPORT, TEXAS; PROVIDING THAT ANYONE VIOLATING SAID CODE SHALL BE GUILTY OF A MISDEMEANOR AND, UPON CONVICTION, ASSESSED A PUNISHMENT NOT TO EXCEED TWO HUNDRED (\$200.00) DOLLARS AND THAT EACH DAY ANY SUCH VIOLATION CONTINUES OR 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, the City of Freeport is committed to transparency and desires to uphold the highest standard of ethical conduct by members of its City Council and council appointed boards; and,

WHEREAS, actual and potential financial and contractual conflicts of interest must be revealed in an even, fair, and transparent way, to benefit the trust of the citizens and public at large; and,

WHEREAS, the City Council desires to implement a mandatory requirement of all City Council members and council appointed board members, to disclose certain specific information, to prevent decisions by their position, that actual or perceived impropriety; 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 fair and orderly administration of its constitutional and statutory powers as a home-rule municipality.

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

First, within 30 days of the passage of this ordinance, or within 30 days of election or appointment, all City Council members and Council appointed board members of the City of Freeport, Texas shall deliver to the City Manager in writing, the following information:

1. All current real estate assets in Brazoria County of which the person has any ownership interest or control, whether said ownership held in their personal name, the name of their spouse, their minor child(ren), or another business entity;
2. The name of all business entities, including informal partnerships, of which the person has any ownership interest or control, and the name and contact information of every person or entity with an ownership interest in the entity;

3. Any and all business agreements with any other Council or Board member, with a copy of the written agreement, or, if not a written agreement, a written description of the nature of the agreement;

4. Any and all agreements or contracts with the City of Freeport for the last 10 years to present.

Second, each City Council member or Council-appointed board member, deliver to the City Manager in writing any change in the above information.

Third, the City Manager shall make available the above information to any person of the public upon request consistent with the Texas Open Records Act.

Fourth, any person violating any provision of said Code of Ordinances as amended by this ordinance, shall be guilty of a misdemeanor and upon conviction assessed a fine not to exceed Two Hundred (\$200.00) Dollars; and each and every instance any such violation occurs shall constitute a separate offense.

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

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

Seventh, the City Council specifically finds and determines that the meeting at which this ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ, PASSED AND ADOPTED this _____th day of November, 2021

Brooks Bass, Mayor

ATTEST:

Betty Wells, City Secretary

APPROVED AS TO FORM ONLY:

Christopher Duncan, City Attorney



Community Development

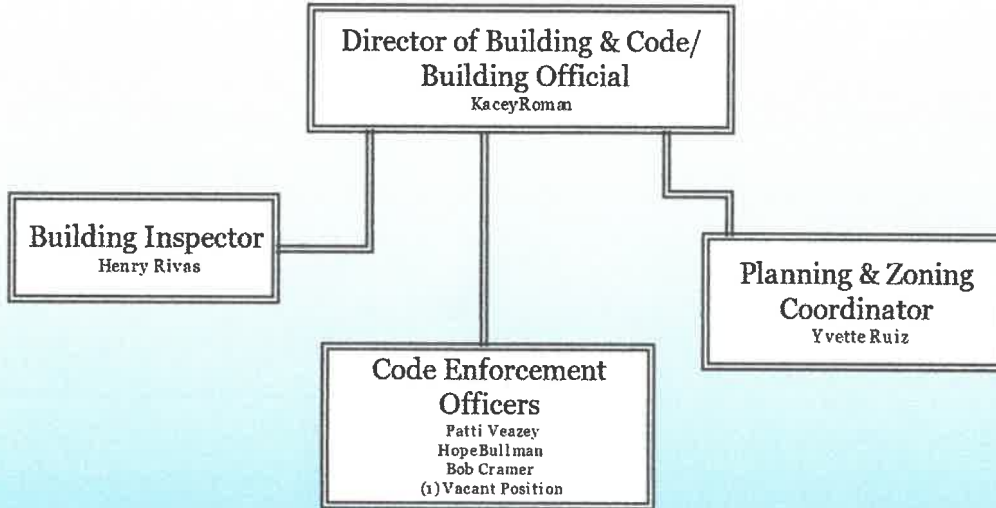
Community Development



The Community Development Department is responsible for working with the citizens of Freeport and its development community, Boards and Commissions, and the elected officials while managing current and long-range planning, permitting and inspections, code enforcement and other activities in support of the City of Freeport. Our goal is to make our City a Healthy, Safe and Prosperous place to work and live.

Building Permits & Inspections
Health Permits & Inspections
Code Enforcement
Planning & Zoning
Board of Adjustments

Building & Code



Employee Spotlight

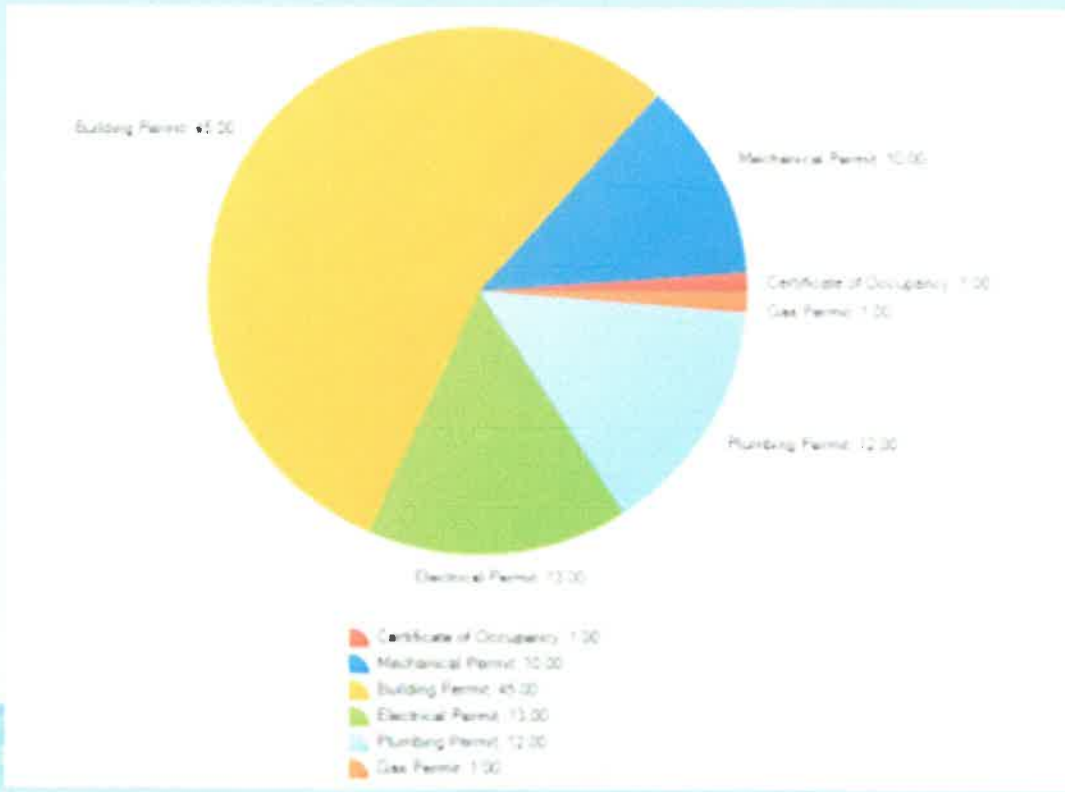


Yvette Ruiz is our Planning & Zoning Coordinator. Yvette has worked for us for over 18 years and has been a resident of the City of Freeport for 42 years.

Yvette has worked in Parks, Administration, and also assists in the Water and Municipal Court Departments. Yvette comes to us with a wealth of knowledge of the various departments in City Government.

We are grateful to have Yvette as a part of our Team!

Building Permits Issued – October 2021



Total Revenue Collected October 2021

Type	Amount
Building	\$5,974.84
Electrical	1,079.66
Mechanical	1,612.96
Plumbing	1,295.00
Misc. Permits	100.00
TOTAL	\$10,062.46

Building Permits – October 2021

BUILDING PERMITS

- Driveway - 2
- Roof- 22
- Fence- 3
- Remodels- 3
- Solar Panel- 1
- Garage Sale- 4
- Siding- 1

RESIDENTIAL PLAN INTAKE

- 2 for review

CERTIFICATE OF OCCUPANCY

- 1 Permits issued

MECHANICAL

- 10 permits issued

ELECTRICAL

- 17 Permits issued

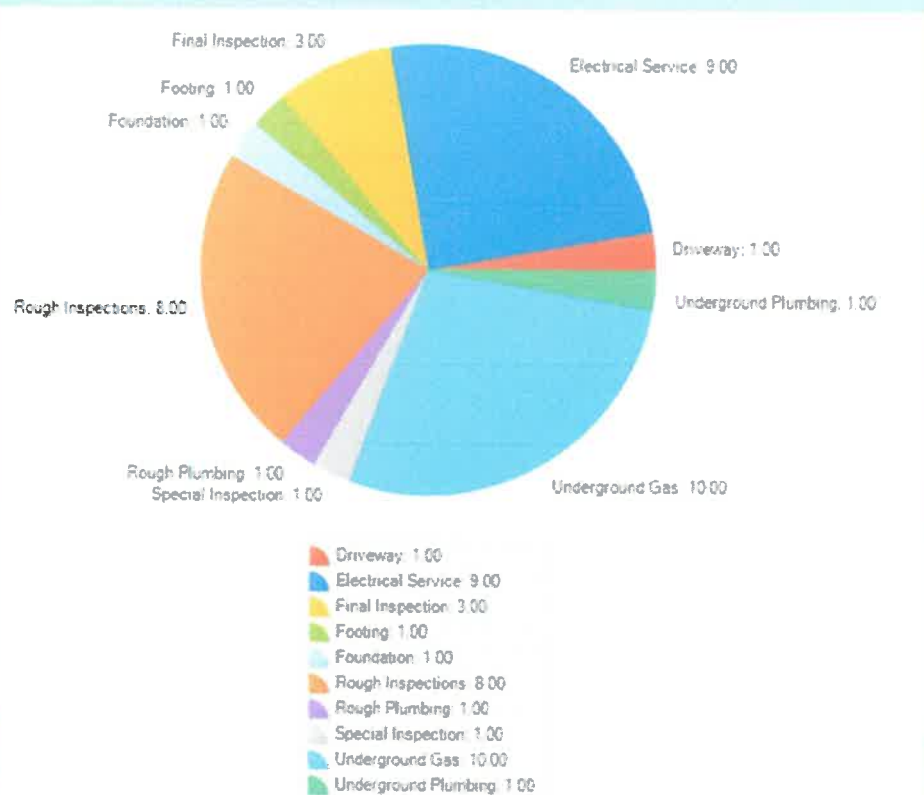
PLUMBING

- 14 Permits issued

BUILDING

- 45 Permits issued

Building Inspections – October 2021



Dangerous Structures– October 2021

The City of Freeport is dedicated to improving the Health and Safety of our Citizens through Dangerous Structure Determination and Abatement.



323 N Ave D

Dangerous Structures– October 2021

The Board of Adjustments will begin to meet monthly to discuss Dangerous Structures. The properties below have been determined to be Dangerous Structures and are scheduled to be discussed by the Board of Adjustments.



922 W. 4th

Dangerous Structures– October 2021

The Board of Adjustments will begin to meet monthly to discuss Dangerous Structures.
The properties below have been determined to be Dangerous Structures
and are scheduled to be discussed by the Board of Adjustments.



615 W. 5th

Building Permit Activity – October 2021

Building Permit

Creates Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Type of Permit Needed	P_Valuation
10/1/2021	2193-0000-016	231 S FRONT ST (NEW BUILD)	GREG BROOKS	NEW RESIDENTIAL HOUSE CONSISTING OF 2 BEDROOMS, 2 1/2 BATHS, KITCHEN, FAMILY ROOM AND A 2 CAR GARAGE	Building	
10/4/2021	20900012000	802 DIXIE DR (ELECTRIC PERMIT)	JOHN O'NEILL	UPGRADE SERVICE TO A 200 AMP	Electrical	\$0.00
10/5/2021	42000441000	101 W 4TH ST (ROOF)	LAREDO ROOFING SYSTEMS	PARTIAL RE-ROOF COMP AND MOD BIT PARTIAL RE-DECK	Building	\$33,500.00
10/5/2021	21080018000	1102 GULFVIEW (ROOF)	ISC CONSTRUCTION SERVICES LLC	ENTIRE RE-ROOF	Building	\$3,000.00
10/5/2021	81100057600	14 S AVE D (ROOF)	LARRY MCDONALD	ENTIRE RE-ROOF	Building	
10/6/2021	42000641000	410 W 4TH ST (roof)	GREG FLANIKEN	RE-ROOF	Building	\$62.40
10/6/2021	42001579000	1511 W 8TH ST (garage sale)	Constantine Ochoa	need a yard sale permit		
10/7/2021	81100861111	204 S AVE F (driveway)	ENRISE LABLANC	CONCRETE SLAB DRIVEWAY-41 X 20 EXPANSION, JOINTS 3/ RE -BAR 1 FT CENTER. DOWEL INTO EXSISTING SLAB, POUR CONCRETE	Building	\$3,500.00
10/7/2021		3038 S BRAZOSPORT BLVD (ELECTRICAL)	JOEY CERVANTES	ELECTRICAL BUILD OUT	Electrical	\$10,000.00
10/8/2021	81104015120	1719 N AVE N (ROOF)	STR HOME ROOFING	ENTIRE RE-ROOF HOUSR AND GARAGE	Building	\$7,927.00
10/8/2021	42001074000	915 W 7TH ST (GARAGE SALE)	SOFIA LOPEZ	GARAGE SALE 10/9/2021	Building	
10/11/2021	42011930000	1662 W 10TH ST (ROOF)	GALAXY ROOFING	ENTIRE RE-ROOF	Building	\$6,500.00
10/11/2021	81103341000	1401 N AVE G (GAS TEST)	LUYCX PLUMBING	ANNUAL GAS TEST	Plumbing	
10/11/2021	42001559000	1406 W 8TH ST (SIDING)	ASHLEY ARROYO	HOUSE ALTERATION R/R ENTIRE SIDING R/R STUDS AND 15 SHEETS OF OSB	Building	
10/12/2021	81100081001	117 S AVE D (ROOF)	TRIDENT RESIDENTIAL SERVICES	ENTIRE RE-ROOF	Building	\$6,600.00
10/12/2021	77500209000	1003 W 12TH ST (ROOF)	VEGA'S ROOFING	ENTIRE RE-ROOF	Building	\$0.00
10/13/2021	42011984110	1722 W 11TH ST (ROOF)	PEREZ ROOFING	ENTIRE RE-ROOF	Building	\$11,472.00
10/14/2021	73100025000	2021 N AVE G (roof)	BRAZORIA COUNTY ELITE	ENTIRE RE-ROOF	Building	\$5,000.00
10/15/2021	81100416000	605 S AVE H (SIDING)	GUERRA SERVICES	REPAIRS EXTERIOR WALL COVERING (SIDING) ALL 4	Building	\$500.00
10/18/2021	42001364000	1230 W 5TH ST (ROOF)	DIAZ ROOFING	ENTIRE RE-ROOF	Building	\$7,410.00
10/18/2021	42000385000	207 E PARK AVE (ROOF)	GALAXY ROOFING	ENTIRE RE-ROOF	Building	\$24,000.00
10/18/2021	73100036000	1922 N AVE G (ELECTRICAL)	I & E GROUP	MOVE PANEL BOX OUTSIDE FROM INSIDE OF HOSE	Building	
10/18/2021	77500101000	906 W 11TH ST (ELECTRICAL)	VEGAS ROOFING	ENTIRE RE-ROOF	Building	
10/19/2021	81100279000	424 S AVE B (garage sale)	HORTENCIA BETANCOURT	GARAGE SALE	Building	
10/19/2021	84000047000	206 W 9TH ST (ROOF)	JOSE SOTO	ENTIRE RE-ROOF	Building	\$3,000.00
10/19/2021	81100081001	117 S AVE D (fence)	TRIDENT RESIDENTIAL SERVICES	REMOVE AND REPLACE EXISTING FENCE IN EXACT LOCATION AS PREVIOUS 275 L FT. X .10	Building	\$6,000.00
10/20/2021	42001420000	1303 W 8TH ST (FENCE)	ROULO HARO	PUT UP WOOD FENCE, FENCE PLACEMENT SHALL COMPLY TO THE CITY FENCE ORDINANCE	Building	\$1,500.00
10/20/2021	42011824000	1742 -1744 7TH ST W (ROOF)	VEGAS ROOFING	ENTIRE RE-ROOF	Building	
10/20/2021	77500135000	718 W 11TH ST (ROOF)	VEGAS ROOFING	ENTIRE RE-ROOF	Building	\$0.00
10/20/2021		1800 W 2ND ST (BONFIRE)	BRAZOSPORT HIGH SCHOOL	YEARLY HOMECOMING BONFIRE	Building	
10/20/2021	21900116000	117 RED FISH LN (SOLAR PANELS)	SUNPRO SOLAR	RESIDENTIAL SOLAR PANEL INSTALLATION OF 35 PANELS	Building	\$54,131.00
10/21/2021	81103811000	1621 N AVE N (ROOF)	VEGAS ROOFING	ENTIRE RE-ROOF	Building	
10/21/2021		1315 W 4TH (GARAGE SALE)	FRANCO RIOS	GARAGE SALE 10-21,22,23-2021	Building	
10/21/2021	81103817000	1612 N AVE N (ROOF)	GUTIERREZ REMODELING	ENTIRE RE-ROOF	Building	\$7,500.00
10/21/2021	42000829110	410 W BROAD ST (ROOF)	GUTIERREZ REMODELING	ENTIRE RE-ROOF	Building	\$4,700.00
10/22/2021		510 S AVE A (REBUILD)	Louca Petty	Rebuild interior Restroom/Break Area	Building	\$0.00
10/22/2021		911 WEST BROAD (ROOF)	EMIDIO MORIN	RE-ROOF	Building	\$1,500.00
10/22/2021	42001196110	1019 W 6TH STREET ST (REMODEL)	COVARRUBIAS REMOLDING	BUILDING TWO STORAGE 10 X17 REMOVE FLOORING INSTAL NEW FLOORING AND PAINT	Building	\$42,000.00
10/25/2021	42011808000	1748 -1750 LYNN LN (ELECTRICAL)	POWER & LIGHTING SOLUTIONS LLC.	MOVING POWER TO OUTSIDE AND RUN POWER FOR A/C UNIT	Building	

Building Permit

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
10/25/2021	21900029000	28 TARPON LN (ROOF)	HOLDEN ROOFING	ENTIRE RE-ROOF	Building	\$4,000.00
10/26/2021	77500132000	706 W 11TH ST (NEW BUILD)	DUCKY RECOVERY LLC	BUILD NEW SINGLE FAMILY HOME CONSISTING OF 2 BEDROOMS, 2 BATHS, KITCHEN, LIVING ROOM, DINING AND A ONE CAR GARAGE 1885 SQ FT	Building	
10/26/2021	79100115000	1828 N AVE H (DRIVEWAY)	VILLAFANA REYNALDO	POUR DRIVEWAY 3/8 ROD AND 4' THICK WITH 12" CENTERS	Building	\$3,000.00
10/26/2021	42011838000	1703 - 1705 W 7TH (FENCE)	MARSHALL HANCOCK	BUILD WOOD FENCE BETWEEN TWO PROPERTIES HOME OWNERS ARE RESPONSIBLE FOR FOLLOWING THE CITY REGULATIONS FOR FENCE INSTALLATION	Building	\$1,000.00
10/28/2021	20900029000	1838 W 11TH ST (ROOF)	J.V. WILLIAMS	ENTIRE RE-ROOF AND DET. GARAGE	Building	\$5,000.00
10/28/2021	42000829000	611 W 4TH ST (ROOF)	DIAZ ROOFING	ENTIRE RE-ROOF	Building	\$8,121.00

Certificate of Occupancy

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
10/15/2021	81101561000	320 N AVE D	DSW HOMES LLC	BUILD NEW SINGLE FAMILY RESIDENCE CONSISTING OF 2 BEDROOMS, 2 BATHS, KITCHEN, LIVINGROOM AND DINING ROOM		

Electrical Permit

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
10/1/2021	42001287000	1122 W 5TH ST	BRIGHT ESSENTIALS ELECTRICAL LLC	RE-WIRE ALL HOME		\$0.00
10/1/2021	42001288000	1103 W 5TH ST	MAD MAX ELECTRIC	200 AMP METER LOOP		\$1,800.00
10/1/2021	42000888000	831 W BROAD ST	WAYNE ELE	REPLACE RISER ON METER LOOP		\$0.00
10/8/2021	42000762000	530 W BROAD ST	ENVOY ELECTRIC	REMODEL REWIRE		\$2,800.00

Electrical Permit

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
10/14/2021		231 S FRONT ST	H & E ELECTRIC	NEW ELECTRICAL INSTALLATION FOR NEW HOUSE		\$14,000.00
10/18/2021	81103085000	1202 N AVE M	I & E GROUP	CHANGE OUT DAMAGE METER CAN AND PANEL BOX		\$0.00
10/18/2021	81101284000	212 N AVE A	C&A ELECTRIC LLC	METER LOOP		
10/19/2021		1351 PINE	PENNEY'S ELECTRIC	REPLACING JAWS IN METERS CAN PER CENTERPOINTS REQUEST		\$500.00
10/22/2021		510 S AVE A	Lance Petty	Break room and rest room inside Public Works Building		
10/25/2021	42011789000	1736 - 1738 W 6TH	POWER & LIGHTING SOLUTIONS LLC.	MOVING PANEL TO OUTSIDE AND RUN POWER FOR A/C		
10/25/2021	42011808000	1740 - 1742 LYNN LN	POWER & LIGHTING SOLUTIONS LLC.	MOVING PANEL TO OUTSIDE AND RUN POWER FOR A/C UNIT		\$0.00
10/26/2021		117-119-123 N AVE A	AJ MASHARBASH	ELECTRICAL SAFETY CHECK		
10/26/2021		2001 N BRAZOSPORT BLVD TRLR 137	TES TOTAL HOME ELE	CHANGE OUT METER CAN BURNT OUT		\$200.00

Gas Permit

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
10/26/2021		1327 W 10th	Royce Smith	gas test		

Mechanical Permit

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
10/5/2021	81102883000	1112 N AVE N	ASTRO TECH SERVICES LLC	REPLACE 3 TON 14.5 SEER COMPLETE SYSTEM WITH DUCT BOARD		\$6,200.00
10/11/2021	20900062000	1821 W 8TH ST	BRAZOS AIR SOLUTIONS	CONDENSER AND EVAP COIL REPLACEMENT		\$1,800.00
10/14/2021	81103582000	1519 N AVE O	Amercen Residential Services, LLC	INSTALL 3 TON COMPLETE ELECTRIC SYSTEM		\$7,000.00

Mechanical Permit

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
10/15/2021	42001287000	1122 W 5TH ST	AGA AIR MECHICAL LLC	INSTALL A 5 TON GOODMAN AIR HANDLER AND CONDENSER AND R8 DUCTWORK		\$7,500.00
10/20/2021	81100968000	4 N AVE A	RAM A/C AND HEATING	INSTALL A/C UNIT		\$8,400.00
10/20/2021	81103939000	1714 N AVE T	ASTRO TECH SERVICES LLC	NEW CONSTRUCTION COMPLETE DUCT WORK AND 4 TON, 16 SEERS INDOOR AND OUTDOOR		\$7,000.00
10/20/2021	81100286000	419 S AVE B	ASTRO TECH SERVICES LLC	NEW CONSTRUCTION COMPLETE DUCT WORK AND 3 TON INDOOR AND OUTDOOR		\$6,000.00
10/21/2021	81103142001	1202 N AVE R	COLLEY REFRIGERATION	HVAC FOR NEW CONSTRUCTION HOME		\$7,100.00
10/25/2021	42000511000	222 W BROAD ST	GOENS A/C	REPLACE 31/2 TON CONDENSER AND AIR HANDLER		\$6,300.00
10/25/2021	42000762000	530 W BROAD ST	MIKE AND CHRIS AIR SYSTEM	REPLACEMENT OF A 3 TON A/C SYSTEM		\$3,500.00

Plumbing Permit

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
10/5/2021		1931 W 11	LUYCX PLUMBING	RUNNING GAS LINE TO THE NEW SEWER LIFT STATION		\$1,000.00
10/8/2021	42001287000	1122 W 5TH ST	BRAZOS PLUMBING	ALL PLUMBING FOR REMODEL		\$500.00
10/11/2021	81250056000	1204 W 10TH ST	LAMONT PL	GAS TEST		
10/11/2021	77500124000	727 W 10TH ST	LAMONT PL	GAS TEST		
10/18/2021	81102681000	824 N AVE C	LAMONT PL	GAS TEST		\$0.00
10/18/2021	42001335000	1230 W BROAD ST	BRAZOSPORT PLUMBING	NEW GAS SERVICE LINE		
10/19/2021	42000982000	831 W 2ND ST	LUYCX PLUMBING	INSTALLING NEW 750 GALLON GREASE TRAP		\$6,000.00
10/20/2021	42001183000	1019 W 5TH ST	LAMONT PL	GAS TEST		\$0.00
10/26/2021	81100162110	10 S AVE B	LAMONT PL	GAS TEST		
10/27/2021	42000405000	131 E 4TH ST	CLEMENTS PLUMBING	ADD TWO COMPARTMENT SINK AND RELOCATE THE WASHING MACHINE		

Plumbing Permit

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
10/29/2021	81103883000	1607 N AVE R	Conni Cruz	Gas Test		
10/29/2021	81103897000	1608 N AVE F	Josh Plankers	Gas Test		

Building Inspections Activity October 2021

1607 N AVE R	Underground Gas	P014861-102921	Pass	Kacey Roman	No	Plumbing Permit
1608 N AVE F	Underground Gas	P014862-102921	Pass	Kacey Roman	No	Plumbing Permit
831 W 2ND ST	Underground Plumbing	P014801-101921	Fail	Henry Rivas	No	Plumbing Permit

Address 1	Task	Reference No	Task Result	Assigned Staff	Task Passed	Case Type
204 S AVE F (driveway)	Driveway	P014728-100721	Fail	Henry Rivas	No	Building Permit
831 W BROAD ST	Electrical Service	P014706-100121	Pass	Henry Rivas	No	Electrical Permit
1103 W 5TH ST	Electrical Service	P014705-100121	Pass	Henry Rivas	No	Electrical Permit
802 DIXIE DR (ELECTRIC PERMIT)	Electrical Service	P014708-100421	Pass	Henry Rivas	No	Building Permit
1922 N AVE G (ELECTRICAL)	Electrical Service	P014795-101821	Fail	Henry Rivas	No	Building Permit
212 N AVE A	Electrical Service	P014797-101821	Pass	Henry Rivas	No	Electrical Permit
1351 PINE	Electrical Service	P014804-101921	Pass	Henry Rivas	No	Electrical Permit
1202 N AVE M	Electrical Service	P014794-101821	Pass	Henry Rivas	No	Electrical Permit
2001 N BRAZOSPORT BLVD TRLR 137	Electrical Service	P014840-102621	Fail	Henry Rivas	No	Electrical Permit
2001 N BRAZOSPORT BLVD TRLR 137	Electrical Service	P014840-102621	Pass	Henry Rivas	No	Electrical Permit
320 N AVE D	Final Inspection	P014782-101521	Fail	Kacey Roman	No	Certificate of Occupancy
131 E 4TH ST	Final Inspection	P014853-102721	Pass	Henry Rivas	No	Plumbing Permit
131 E 4TH ST	Final Inspection	P014853-102721	Fail	Henry Rivas	No	Plumbing Permit
231 S FRONT ST (NEW BUILD)	Footing	P014707-100121	Fail	Henry Rivas	No	Building Permit
510 S AVE A (REBUILD)	Foundation	P014824-102221	Pass	Kacey Roman	No	Building Permit
1122 W 5TH ST	Rough Inspections	P014733-100821	Pass	Henry Rivas	No	Plumbing Permit
1122 W 5TH ST	Rough Inspections	P014787-101521	Pass	Henry Rivas	No	Mechanical Permit
1202 N AVE R	Rough Inspections	P014817-102121	Pass	Henry Rivas	No	Mechanical Permit
303B S BRAZOSPORT BLVD (ELECTRICAL)	Rough Inspections	P014730-100721	Fail	Henry Rivas	No	Building Permit
1122 W 5TH ST	Rough Inspections	P014733-100821	Fail	Henry Rivas	No	Plumbing Permit
303B S BRAZOSPORT BLVD (ELECTRICAL)	Rough Inspections	P014730-100721	Pass	Henry Rivas	No	Building Permit
1112 N AVE N	Rough Inspections	P014709-100521	Pass	Henry Rivas	No	Mechanical Permit
1122 W 5TH ST	Rough Inspections	P014704-100121	Pass	Henry Rivas	No	Electrical Permit
1122 W 5TH ST	Rough Plumbing	P014733-100821	Fail	Henry Rivas	No	Plumbing Permit
231 S FRONT ST	Special Inspection	P014776-101421	Fail	Henry Rivas	No	Electrical Permit
727 W 10TH ST	Underground Gas	P014748-101121	Pass	Henry Rivas	No	Plumbing Permit
1204 W 10TH ST	Underground Gas	P014747-101121	Pass	Henry Rivas	No	Plumbing Permit
1931 W 11	Underground Gas	P014714-100521	Pass	Henry Rivas	No	Plumbing Permit
1327 W 10th	Underground Gas	P014843-102621	Pass	Henry Rivas	No	Gas Permit
117-119-123 N AVE A	Underground Gas	P014839-102621	Pass	Henry Rivas	No	Electrical Permit
10 S AVE B	Underground Gas	P014849-102621	Pass	Henry Rivas	No	Plumbing Permit
1019 W 5TH ST	Underground Gas	P014813-102021	Pass	Henry Rivas	No	Plumbing Permit
924 N AVE C	Underground Gas	P014792-101821	Pass	Henry Rivas	No	Plumbing Permit

Code Enforcement Case Activity – October 2021

Monthly Code Reports

Run Date: 11/01/2021 8:00 AM

Create Date	Created By	Status	Address 1	Current Task	V_Summary # Violation
10/29/2021	Hope Bullman	Applied	1607 N AVE R		
10/29/2021	Hope Bullman	Applied	1608 N AVE F		
10/5/2021	Patti Veazey	Closed	406 W 1ST ST		left a door knocker to cut the alley way
10/5/2021	Patti Veazey	Closed	410 W 1ST		cut back alleyway left a door hanger
10/5/2021	Patti Veazey	New	830 W BROAD ST		left a door knocker to cut the grass and remove branches
10/6/2021	Patti Veazey	Closed	610 W 5TH ST		OVERGROWN PROPERTY
10/6/2021	Patti Veazey	In Progress	209616 W 1ST VAC LOT	Reinspection	OVERGROWN PROPERTY
10/6/2021	Patti Veazey	Closed	431 W 1ST ST		OVERGROWN PROPERTY
10/6/2021	Patti Veazey	In Progress	427 W 8TH ST	Reinspection	
10/6/2021	Patti Veazey	In Progress	503 W 7TH ST	Initial Inspection	
10/6/2021	Patti Veazey	Closed	331 W 2ND ST		OVERGROWN VAC LOT CITY OWNS
10/6/2021	Patti Veazey	Closed	423 W 2ND ST		OVERGROWN PROPERTY
10/7/2021	Patti Veazey	In Progress	503 W 8TH ST	Reinspection	
10/7/2021	Patti Veazey	Closed	425 W 2ND ST		OVERGROWN PROPERTY
10/8/2021	Patti Veazey	New	1122 W 4TH ST	Reinspection	Left a 7 day notice
10/8/2021	Patti Veazey	In Progress	830 Cedar	Reinspection	Left door hanger to cut grass and paint. Garage door
10/8/2021	Patti Veazey	Closed	523 W 5TH ST		Left door knocker to cut the grass
10/8/2021	Patti Veazey	In Progress	506 W 5TH ST	Reinspection	Notice to cut grass and remove tree branch
10/8/2021	Patti Veazey	Closed	815 W 6TH ST		Og
10/8/2021	Patti Veazey	In Progress	602 W 8TH ST	Reinspection	high grass and paint structure
10/11/2021	Hope Bullman	Closed	1803 N AVE G		NO ONE HOME LEFT DOOR HANGER, NO HOUSE NUMBER REFRIGERATOR IN FRONT YARD.
10/11/2021	Hope Bullman	Closed	1916 N AVE H		NO ONE HOME. I LEFT A DOOR HANGER FOR NEGLECTED ALLEYWAY FENCE DOWN FROM STORM
10/11/2021	Patti Veazey	New	1630 W 9TH ST	Reinspection	NEED TO PAINT HOUSE, CUT GRASS, AND REMOVE TRUCK
10/11/2021	Patti Veazey	In Progress	1530 W 9TH	Reinspection	LEFT A DOOR KNOCKER
10/11/2021	Patti Veazey	Closed	1431 W 4TH ST		Og Left a door hanger
10/11/2021	Patti Veazey	New	1102 W 6TH ST	Reinspection	Og left door hanger
10/11/2021	Patti Veazey	In Progress	811 W 8TH ST	Reinspection	Og left doorknocker

Create Date	Created By	Status	Address 1	Current Task	V_Summary # Violation
10/11/2021	Patti Veazey	In Progress	819 W 8TH ST	Reinspection	Og and repair fence
10/11/2021	Patti Veazey	In Progress	823 W 8TH ST	Reinspection	Og alleyway
10/11/2021	Patti Veazey	In Progress	831 W 8TH ST	Initial Inspection	
10/12/2021	Patti Veazey	Closed	1123 W 4TH ST		cut back yard and alley
10/12/2021	Patti Veazey	In Progress	1127 W 4TH ST	Reinspection	cut back alleyway
10/12/2021	Patti Veazey	In Progress	1115 W 4TH ST	Reinspection	left a door knocker to cut the alley way
10/12/2021	Patti Veazey	In Progress	1515 W BROAD ST	Court Date	Need to cut trim limbs back out of the street
10/12/2021	Patti Veazey	Closed	1203 W 2ND ST		Notice to cut alleyway/fix fence and cut grass
10/12/2021	Patti Veazey	Closed	518 W BROAD ST		Left a notice on house to cut grass also sending a letter
10/12/2021	Patti Veazey	In Progress	131 E BROAD ST	Reinspection	Og commercial property
10/12/2021	Patti Veazey	In Progress	119 E Broad	Reinspection	Og
10/12/2021	Patti Veazey	New	111 E 4TH ST	Reinspection	Og and repair fence
10/13/2021	Patti Veazey	In Progress	331 W 4TH ST	Reinspection	Tree branches and over grown O A Fleming school
10/13/2021	Patti Veazey	Closed	1103 W 4TH ST		Left a door knocker to clean up porch and cut yard
10/13/2021	Patti Veazey	In Progress	1226 W 6TH ST	Reinspection	Left notice to cut grass remove debris fix fence and work on house
10/13/2021	Patti Veazey	New	1602 W 7TH ST	Initial Inspection	Og vl
10/14/2021	Patti Veazey	In Progress	131 W BROAD ST	Reinspection	Front of building needs repaired
10/14/2021	Patti Veazey	New	126 W BROAD ST	Reinspection	Commercial building needs work
10/14/2021	Patti Veazey	New	118 W BROAD ST	Reinspection	Commercial building needs repairs
10/15/2021	Patti Veazey	New	423 W 7TH ST	Reinspection	OVERGROWN VAC LOT
10/15/2021	Patti Veazey	In Progress	1710-1712 W 8TH	Reinspection	Left a notice on the door to cut the grass
10/15/2021	Patti Veazey	In Progress	1314 W 11TH ST	Reinspection	Left a notice on the door to cut the grass
10/15/2021	Patti Veazey	In Progress	1318 W 11TH ST	Reinspection	Left notice to cut the grass
10/15/2021	Patti Veazey	In Progress	1027 W 10TH ST	Reinspection	Paint acc structure repairwood
10/18/2021	Hope Bullman	In Progress	1505 N AVE Q	Reinspection	DEBRIS FROM STORM IN THE YARD. TREES DOWN. I SPOKE WITH MR BENNETT HE STATED THE SILVER CAR DOES NOT RUN. TAGS SHOW 12/2021. BUT NEEDS REPAIRED. IT HAS BEEN SETTING THERE FOR SEVERAL MONTHS. IT IS ALSO PARKED ON AN UNIMPROVED SURFACE. AS WELL AS NO HOUSE NUMBER.
10/20/2021	Patti Veazey	In Progress	1502 W 5TH ST	Reinspection	

Create Date	Created By	Status	Address 1	Current Task	V_Summary if Violation
10/20/2021	Patti Veazey	In Progress	1721 W 7TH ST	Reinspection	someone called in a complaint on the fence in the front yard.
10/20/2021	Patti Veazey	In Progress	116 W BROAD ST	Reinspection	REMOVE SMALL BUILDING THAT HAS FALLEN IN ALSO GRAFFITI ON BUILDING
10/22/2021	Hope Bullman	In Progress	2002 BRAZOSPORT BLVD	Reinspection	SPOKE WITH MANAGER OF BUSINESS, NAOMI, SHOWED HER BRAZORIA COUNTY CAD ON THERE RESPONSIBILITY OF MOWING HIGH GRASS AND WEEDS AND LARGE POT HOLES IN THE ENTRY WAY NEEDS REPAIRED.
10/25/2021	Patti Veazey	New	209623 W 2nd	Reinspection	repair fence on vac lot
10/25/2021	Patti Veazey	In Progress	1230 W 4TH ST	Reinspection	Have a old truck on street that is stripped so I tagged it for the police dept to tow in 3 days
10/25/2021	Patti Veazey	In Progress	1731 W 7th	Reinspection	inoperable vehicle on the street tagged to be towed. Inoperable chrysler in the yard with out dated plate overgrown in areas, some debris on property
10/25/2021	Hope Bullman	Applied	1411 N BRAZOSPORT BLVD	Reinspection	THIS IS A COMMERCIAL BUILDING. ROTTED FASCIA BOARD AND MISSING EXTERIOR WALL PANELS, BOARDED UP WINDOW AND DOOR TO REAR. DEBRIS AND TRASH ON RIGHT END OF BUILDING BETWEEN STORAGE BUILDING PEELING PAINT. ON STORAGE BUILDING WALLS ARE SEPARATING
10/25/2021	Patti Veazey	New	1231 W 4TH ST	Initial Inspection	
10/26/2021	Patti Veazey	In Progress	209745 731 W 6TH	Reinspection	Ogvl next to 727 w 6th
10/26/2021	Patti Veazey	In Progress	606 W 8TH ST	Reinspection	Car in side yard and debris send letter
10/26/2021	Patti Veazey	In Progress	631 W 6TH ST	Reinspection	Exterior violations
10/26/2021	Patti Veazey	New	427 W 8TH ST	Reinspection	Car without tire on driveway left a door hanger
10/26/2021	Patti Veazey	In Progress	803 W 4TH ST	Reinspection	

Create Date	Created By	Status	Address 1	Current Task	V_Summary # Violation
10/27/2021	Hope Bullman	In Progress	1711 N AVE G	Reinspection	COMPLAINT FROM TENNET. OF LIVING CONDITIONS OF DWELLING. BUG INFESTATION. NO ELECTRICITY DUE TO PANEL BOX BEING KNOCKED OFF DWELLING DURING HURRICANE. AS WELL AS WATER BEING TURNED OFF. PLEASE SEE ATTACHMENT
10/27/2021	Patti Veazey	New	214 W 9TH	Reinspection	overgrown vac lot
10/28/2021	Patti Veazey	In Progress	1130 W 8TH ST	Reinspection	Og vac property
10/28/2021	Patti Veazey	In Progress	1122 W 8TH ST	Reinspection	Overgrown left a door hanger
10/28/2021	Patti Veazey	In Progress	1427 W 8TH ST	Reinspection	Vac house clean back yard and do repairs
10/28/2021	Hope Bullman	In Progress	1301 N Ave H	Reinspection	No one or available to talk to. Grass waist deep. Trash and debris
10/29/2021	Patti Veazey	New	1022 W 8TH ST	Initial Inspection	

Community Development

Thank you for your support!





Finance, Court & Water Departments

Title: Monthly Report for September 30, 2021

Date: November 8, 2021

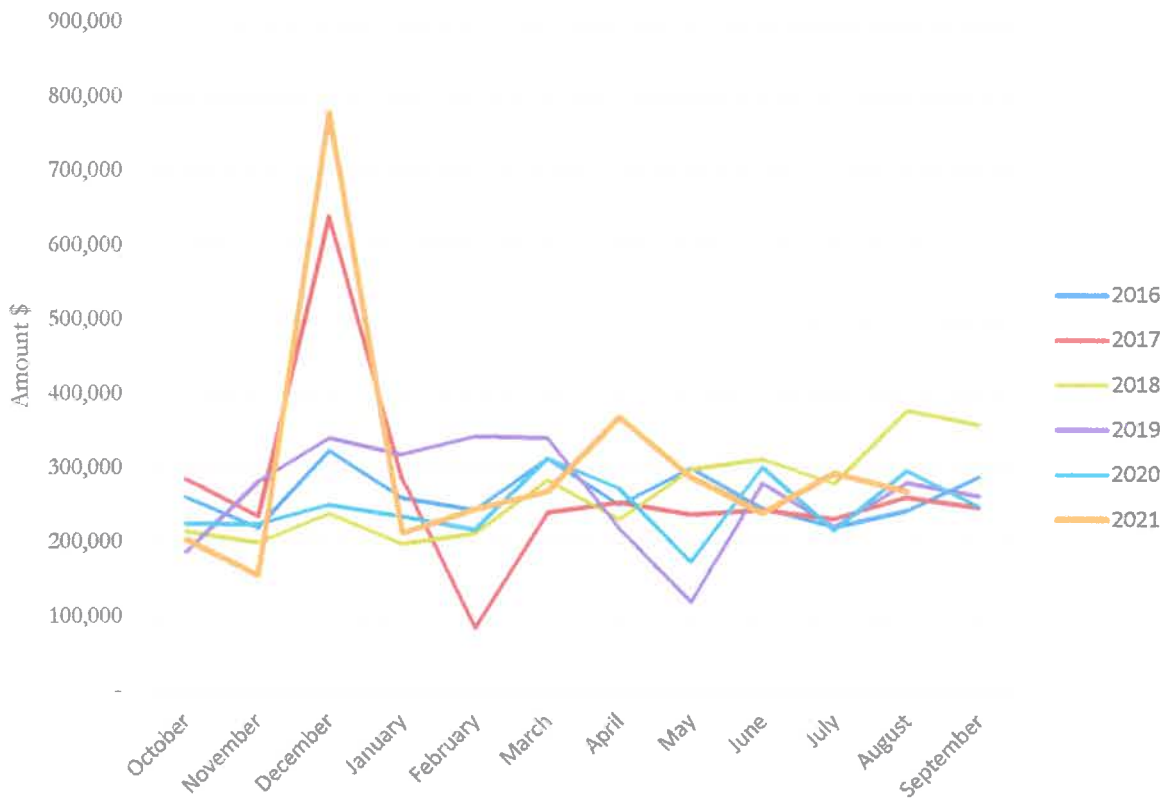
From: Cathy Ezell, Finance Director

Financial Information

The General Fund:

The revenues collected for the General fund as of October 31 2021 are \$1,740,705 or 9.33 % of the total budgeted revenues. Sales tax revenue is collected in arrears by two months the sales tax collected in October and November 2021 will be booked back in to Fiscal Year 2021. The Sales Tax Graph reflects Fiscal Year 2021 figures. See the attached Monthly Financial Report for more details.

Comparison of Sales Tax Revenue by Year



The expenditures for the General Fund as of October 31, 2021 are \$827,688 or 4.08% of the budgeted expenditures. See the attached Monthly Financial Report for more detail.

The revenues exceed the expenditures by \$913,016. The fund balance or reserves of the General Fund as of October 31, 2021 is \$8,459,346. This is 41.67% of the expenditure budget.

Water & Sewer Fund

The revenues for the Water & Sewer Fund as of October 31, 2021 are \$435,015 or 6.60% of the budgeted revenues. See the attached Monthly Financial Report for more detail.

The expenditures for the Water & Sewer Fund as of October 31, 2021 are \$242,434 or 4.11% of the budgeted expenditures. Please note these are not the final expenditures. We are still processing all the year-end entries. The Bond Funds were transferred to the CO2021 Capital Fund. See the attached Monthly Financial Report for more detail.

The revenues exceed the expenditures by \$192,581. The fund balance or reserves for the Water & Sewer Fund as of October 31, 2021 is \$5,283. This fund balance is only .09% of the operating expenditures.

Water Department

The Water Department is beginning the prep for beginning the Incode migration. This is the next module to go through the process.

Municipal Court

Municipal Court continues working on the backlog of cases due to COVID.

Other

The Financial Management, Fixed Assets, Purchasing, and Accounts Payable functions have been migrated to Incode 10. We are working out of the new system. Then we will move to the other applications (utility billing, cash receipting, court and payroll).

City of Freeport
Monthly Financial Report
As of October 31, 2021
General Fund

	FY2021 Actuals*	Adopted FY2022 Budget	Amended FY2022 Budget	Year to Date Actual	% YTD Budget
Beginning Fund Balance	\$ 6,412,389	\$ 7,457,056	\$ 7,546,330	\$ 7,546,330	
Revenues					
EMS	\$ 601,070	\$ 542,900	\$ 542,900	\$ 7,945	1.46%
Property Taxes	2,701,206	3,054,000	3,054,000	24,426	0.80%
Industrial Taxes	8,090,088	8,272,790	8,272,790	-	0.00%
Sales Tax	2,219,479	2,000,000	2,000,000	-	0.00%
Franchise & Other Taxes	618,119	723,100	723,100	-	0.00%
Permits	183,562	136,135	136,135	10,906	8.01%
Charges for Services	936,361	935,700	935,700	80,696	8.62%
Recreation/Rental	37,254	138,500	138,500	356	0.26%
Golf	717,239	625,000	625,000	45,211	7.23%
Municipal Court	176,376	406,200	406,200	12,234	3.01%
Grants	822,890	1,332,200	1,332,200	1,503,565	112.86%
Lease Income	219,472	123,402	123,402	11,715	9.49%
Miscellaneous	561,252	370,775	370,775	43,650	11.77%
Total Revenues	17,884,368	18,660,702	18,660,702	1,740,705	9.33%
Expenditures					
Administration	\$ 1,671,843	\$ 1,900,909	\$ 1,900,909	\$ 132,906	6.99%
Service Center	205,801	224,033	224,033	9,698	4.33%
Municipal Court	196,384	239,075	239,075	8,078	3.38%
Police	4,492,977	4,979,157	4,979,157	314,996	6.33%
Fire	1,428,335	1,401,566	1,401,566	47,815	3.41%
EMS	819,342	927,740	927,740	34,895	3.76%
Emergency Management	308,615	-	-	-	N/A
Code Enforcement	366,024	420,845	420,845	7,219	1.72%
Building	311,412	358,098	358,098	6,946	1.94%
Garbage Collection	968,318	931,000	931,000	81,897	8.80%
Street & Drainage	1,277,009	1,431,147	1,431,147	77,987	5.45%
Beach Fund Expense	55,849	31,500	31,500	-	0.00%
Historical Museum	318,107	427,492	427,492	9,986	2.34%
Sr Citizens Commission	4,982	10,250	10,250	-	0.00%
Library	170,622	42,500	42,500	1,401	3.30%
Parks	1,309,445	1,281,967	1,281,967	44,460	3.47%
Golf	1,115,297	1,172,103	1,172,103	31,880	2.72%
Recreation	492,738	620,027	620,027	17,524	2.83%
Interfund Transfer to	1,410,846	4,051,815	4,051,815	-	0.00%
Interfund Transfer from	(173,520)	(150,000)	(150,000)	-	0.00%
Total Expenditures	16,750,428	20,301,224	20,301,224	827,688	4.08%
Revenue Over/(Under)					
Expenditures	\$ 1,133,940	\$ (1,640,522)	\$ (1,640,522)	\$ 913,016	
Ending Fund Balance	\$ 7,546,330	\$ 5,816,534	\$ 5,905,808	\$ 8,459,346	

*Actuals may change based on audit.

City of Freeport
Monthly Financial Report
As of October 31, 2021
Water Sewer Fund

	FY2021 Actuals*	Adopted FY2022 Budget	Amended FY2022 Budget	Year to Date Actual	% YTD Budget
Beginning Fund Balance	\$ (17,603)	\$ (598,386)	\$ (187,298)	\$ (187,298)	
Revenues					
Interlocal Revenue	\$ -	\$ 4,000	\$ 4,000	-	0.00%
Interest	1,412	500	500	-	0.00%
Misc Income	(157)	-	-	125	N/A
Misc Income Return Checks	505	1,000	1,000	-	0.00%
Utility Reimbursements	117,419	70,000	70,000	9,985	14.26%
Community Dev Grant	25,139	260,000	260,000	-	0.00%
Grant Revenue-Emergency P	(58,143)	-	-	-	N/A
FEMA Reimbursement	-	-	-	-	N/A
Cash Over or Short	(23)	-	-	(67)	N/A
Water Revenue	3,233,730	3,764,000	3,764,000	225,278	5.99%
Water Revenue - Misc	5,493	-	-	-	N/A
Sewer Revenue	2,228,536	2,383,800	2,383,800	188,999	7.93%
Sewer Revenue - Misc	913	-	-	-	N/A
Sewer Surcharge	-	-	-	-	N/A
Water Tap Fee	14,800	14,000	14,000	-	0.00%
Sewer Tap Fee	-	-	-	-	N/A
Bad Debt Write-Off	2,589	1,000	1,000	195	N/A
Connect & Disconnect Fees	77,169	90,000	90,000	10,502	11.67%
Proceeds from Bond Sale	4,845,000	-	-	-	N/A
Premiums from Bond Sale	300,036	-	-	-	N/A
Underwriter's Discount	(61,356)	-	-	-	N/A
Total Revenues	10,733,061	\$ 6,588,300	\$ 6,588,300	\$ 435,015	6.60%
Expenditures					
Salaries	\$ 100,431	\$ 126,059	\$ 126,059	\$ 464	0.37%
Benefits	38,323	53,168	53,168	1,938	3.64%
Supplies	46,036	46,850	46,850	4,823	10.30%
Services	5,188,863	5,322,160	5,322,160	219,022	4.12%
Maintenance	18,460	65,000	65,000	-	0.00%
Sundry	2,834	25,675	25,675	16,188	63.05%
Capital Outlay	124,128	260,000	260,000	-	0.00%
Debt Service Fees	79,576	-	-	-	N/A
Transfer to General Fund	150,000	-	-	-	N/A
Transfer to Debt Service	4,104	-	-	-	N/A
Transfer to CO2021 Bond Fund	5,000,000	-	-	-	N/A
Transfer from General Fund	150,000	150,000	150,000	-	N/A
Total Expenditures	\$ 10,902,756	\$ 6,048,912	\$ 6,048,912	\$ 242,434	4.01%
Revenue Over/(Under)					
Expenditures	\$ (169,695)	\$ 539,388	\$ 539,388	\$ 192,581	
Ending Fund Balance	\$ (187,298)	\$ (58,998)	\$ 352,090	\$ 5,283	

*Actuals may change based on audit.



CITY OF FREEPORT
FREEPORT FIRE & EMS DEPARTMENT
131 East 4th Street
Freeport, Texas 77541
Phone (979) 233-2111
Fax (979) 233-4103

Christopher Motley
Chief / EMC

Mike Praslicka
Deputy Chief
EMS Coordinator

To: Mr. Kelty, City Manager

From: Christopher D. Motley, Fire Chief

Date: December 21, 2020

Re: November 2020

Response alarms: September: Fire - 21
 EMS - 152
 Total - 173

Significant Events:

Air Ambulance transport: 1
Request mutual aid into the city to cover EMS response: 1 FIRE 6
Mutual aid given to other cities to cover EMS response: 1 FIRE 0
Two EMS units working calls at the same time: 16
Three working EMS alarms: 01
Four working EMS alarms: 0
Transport rate: 46%

Audit: Texas Department of Insurance audit the City of Freeport for its insurance rating classification. The audit review consisted of the Freeport Police Department Communications Department, Freeport Fire & EMS response, and Water supply system for fire protection. Pending review.
Texas Commission on Fire Protection (TCFP) compliance audit. No deficiencies.
Texas Department of State Health services (DSHS) provider license renewal for EMS. Pending approval.

Assinments/Projects:

Joint meetings on A-2 Assembly requirements from the International Building Code for Barcadia and Club Epic with Building Official, City Manager's, and EDC Director Courtland Holliman.



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Chief / EMC

Mike Praslicka
Deputy Chief
EMS Coordinator

Equipment/Infrastructure:

Ambulance 909: air conditioner fan motor loose power and not cooling. Sent to Yaklin service department unable to repair. Sent to Performance Transmission in Angleton. Repair completed.

Ambulance 909: Losing electrical power during transport with engine dying under acceleration. Sent to Performance Transmission in Angleton. Repair completed. An in-line fuse in the chassis harness replaced.

Engine 903: Motor vehicle accident. Engine 903 turned into the service center the first compartment struck the vehicle bollad. DOI: 11/19/2020 Under internal review.

Hydrant Maintenance:

Viola Water maintains the water supply and hydrant maintenance. The department checks fire hydrants for operation/function as a part of preplanning operations and training.

Hydrant flow test this month was at the request of Texas Department of Insurance:

505 Port Road (Sage V Foods)	430 East 2nd
326 West 4th (Gateway Covenant Church)	431 West 4th (O. A Fleming)
550 Pete Schaff (Port of Freeport)	1815 West 4th (Freeport Intermediate)
301 S Brazosport Blvd (Four Corners)	2309 Zapata (Brazos M&E)
1935 Victoria (Warner Machine)	1402 N Ave I
2102 N Brazosport Blvd	422 N Brazosport Blvd (Library)
200 Navigation (Freeport Welding)	411 Sailfish (Bridge Harbor Yacht Club)

Emergency Management:

COVID-19 EM report provided at each city council meeting.

Review daily COVID-19 Brazoria County Health reports. Providing this data to Freeport Police Department for first responder notification under Freeport OEM Dispatch protocol.

Preparation of COVID-19 vaccine distribution to Brazoria County under BCOEM.
PPE: we are still receiving PPE from the state distribution program for COVID-19.

Declared Disaster: COVID-19

Visit us online at www.freeport.tx.us
facebook.com/FreeportFire
fire@freeport.tx.us



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Chief / EMC

Mike Praslicka
Deputy Chief
EMS Coordinator

Personnel: Firefighter Shawn Andel and Firefighter Jason Schneider out for medical leave.
Fire Fighter Vacancy: Two.
Offered employment to one applicant from the October testing/interview.
Firefighter/EMT-B Brian Faught started on November 23,2020
The hiring process for the department has been impacted significantly with covid-19 hinder students to attend fire and EMS training and administrating their exams for state licensing. Job positions for first responders has as well. The Texas Commission on Fire Protection, TML, and SGR job website are full of employment opportunities.

Application process has been open and testing since May 2020.

This set of applicants gathered since October 15, 2020

Application on file: 7

No show testing: 3

Cognitive testing 6

Retest physical agility: 1

No call / No show: 3

Physical agility: 11/21/2020

Results four candidates for interview.

Interviews scheduled for December 8-9, 2020

Department operations application process remains open regardless of department staffing level. An applicant can schedule a cognitive test at any time. Then be eligible for the physical agility.

Pending updates from City Administration on the salary survey in progress by SGR.

Chapter Nine personnel policy adoption. Requested City Manager and FD Staff to meet together cover topics: Firefighter Payroll calculation, Education Pay, Certification Pay, Assignment Pay, Appendix A: Hour Fire/EMS Employees (vacation/holiday). Pending scheduling

Training: BASF: Two employees trained on pump operations and propane emergencies.
Wildland Firefighting training: twelve employees complete the portion the certification program. Pending course completion.

Public Relations:

Limited on public relations due to COVID-19.

Birthday Parade for a local citizen.

Preparation for Riverfest 2021

Finance:

Closing out budget 2019-20, FEMA projects, and purchase orders.

Visit us online at www.freeport.tx.us
facebook.com/FreeportFire
fire@freeport.tx.us

Monthly Golf Course Report October

2021

For the month of October we did finish \$2600.00 above our goal but weather did play a factor in competing with last Octobers numbers. We although did have the second highest revenue for a October in the last 25 years which is a good indication we are still trending in the right direction.

We had 1489 rounds played for the month and membership is at 179, which is 4 more than this time last year. Weather wise we received 9.25" of rain. This is the second highest total for October in the last 10 years.

Fall is normally our biggest tournament season and we held three this month which generated roughly an additional \$4k in revenue. Due to the rain two have been rescheduled for November.

One area we did not meet our goal was merchandise. This is normally a category we excel in, but due to lack of product from the manufacturers and long backorders, our inventory is very weak right now. Future forecasts show early spring for this to pick up.

Overall the feedback is still very positive and we look to a successful fall season.

Thank you

Brian

Rounds of Golf

Month	FY2020-2021	FY2021-2022
OCT	2396	1489
NOV	2407	
DEC	2022	
JAN	1860	
FEB	1364	
MAR	2252	
APR	2483	
MAY	1616	
JUN	2160	
JUL	1848	
AUG	2205	
SEP	1534	
	24147	1489



Memberships

Month	FY2020-2021	FY2021-2022
OCT	175	179
NOV	166	
DEC	170	
JAN	170	
FEB	168	
MAR	184	
APR	187	
MAY	181	
JUN	197	
JUL	198	
AUG	198	
SEP	197	



Revenue for the fiscal years

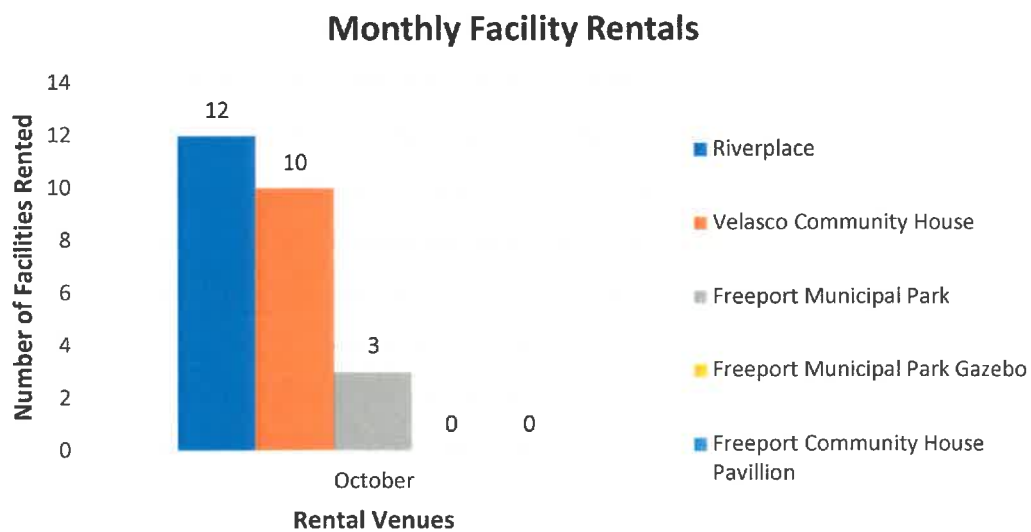
	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-2021	2021-2022
October	\$ 47,009.00	\$ 38,020.00	\$ 44,541.00	\$ 42,949.00	\$ 40,175.00	\$ 50,996.00	\$ 41,662.00	\$ 40,670.00	\$ 34,325.00	\$ 35,953.00	\$ 33,172.00	\$ 40,699.00	\$ 27,027.00	\$ 34,039.00	\$ 42,407.50	\$ 62,029.91	\$ 51,147.84
November	\$ 27,799.00	\$ 33,807.00	\$ 33,020.00	\$ 44,707.00	\$ 39,303.00	\$ 36,094.00	\$ 42,510.00	\$ 44,313.00	\$ 28,636.00	\$ 26,980.00	\$ 19,944.00	\$ 31,995.00	\$ 30,448.00	\$ 23,229.00	\$ 43,338.77	\$ 64,634.00	
December	\$ 34,148.00	\$ 25,466.00	\$ 37,308.00	\$ 36,530.00	\$ 20,950.00	\$ 35,136.00	\$ 31,312.00	\$ 32,256.00	\$ 29,786.00	\$ 29,645.00	\$ 28,178.00	\$ 24,651.00	\$ 20,856.00	\$ 40,933.00	\$ 48,990.47	\$ 56,927.48	
January	\$ 38,163.00	\$ 19,599.00	\$ 23,783.00	\$ 40,207.00	\$ 21,224.00	\$ 27,521.00	\$ 49,248.00	\$ 25,563.00	\$ 37,998.00	\$ 20,982.00	\$ 36,242.00	\$ 57,696.00	\$ 30,342.00	\$ 30,229.00	\$ 23,385.55	\$ 56,651.51	
February	\$ 29,092.00	\$ 31,360.00	\$ 29,207.00	\$ 40,299.00	\$ 16,893.00	\$ 32,118.00	\$ 27,480.00	\$ 36,248.00	\$ 32,762.00	\$ 31,605.00	\$ 30,488.00	\$ 30,449.00	\$ 21,772.00	\$ 26,749.00	\$ 37,454.31	\$ 41,451.22	
March	\$ 44,484.00	\$ 50,244.00	\$ 45,181.00	\$ 51,193.00	\$ 52,873.00	\$ 64,305.00	\$ 39,994.00	\$ 58,128.00	\$ 44,011.00	\$ 29,929.00	\$ 34,261.00	\$ 39,413.00	\$ 52,056.00	\$ 52,447.00	\$ 56,303.83	\$ 67,691.37	
April	\$ 52,898.00	\$ 44,170.00	\$ 54,841.00	\$ 60,003.00	\$ 58,698.00	\$ 57,655.00	\$ 57,937.00	\$ 46,802.00	\$ 51,866.00	\$ 33,553.00	\$ 28,234.00	\$ 58,911.00	\$ 60,713.00	\$ 52,056.00	\$ 60,713.00	\$ 82,079.00	\$ 75,786.66
May	\$ 49,583.00	\$ 50,784.00	\$ 59,984.00	\$ 65,538.00	\$ 46,083.00	\$ 53,246.00	\$ 57,607.00	\$ 51,940.00	\$ 56,256.00	\$ 48,499.00	\$ 30,164.00	\$ 50,065.00	\$ 57,692.00	\$ 62,730.00	\$ 28,942.99	\$ 58,401.78	
June	\$ 38,039.00	\$ 52,831.00	\$ 65,674.00	\$ 62,065.00	\$ 59,492.00	\$ 59,357.00	\$ 61,151.00	\$ 55,923.00	\$ 48,913.00	\$ 26,082.00	\$ 8,162.00	\$ 37,417.00	\$ 53,075.00	\$ 58,322.00	\$ 62,154.13	\$ 63,469.78	
July	\$ 40,396.00	\$ 35,250.00	\$ 58,329.00	\$ 62,141.00	\$ 40,405.00	\$ 52,427.00	\$ 50,465.00	\$ 50,193.00	\$ 44,700.00	\$ 43,387.00	\$ 36,186.00	\$ 37,656.00	\$ 52,448.00	\$ 52,448.00	\$ 50,746.13	\$ 57,641.43	
August	\$ 40,352.00	\$ 41,420.00	\$ 38,504.00	\$ 63,134.00	\$ 48,395.00	\$ 44,385.00	\$ 45,158.00	\$ 48,075.00	\$ 46,545.00	\$ 43,727.00	\$ 30,306.00	\$ 23,868.00	\$ 58,211.00	\$ 67,003.00	\$ 58,155.52	\$ 57,091.00	
September	\$ 35,529.00	\$ 37,527.00	\$ 23,756.00	\$ 49,098.00	\$ 41,066.00	\$ 44,276.00	\$ 42,282.00	\$ 34,895.00	\$ 25,984.00	\$ 21,813.00	\$ 26,082.00	\$ 2,160.00	\$ 15,674.00	\$ 38,567.00	\$ 57,786.23	\$ 45,708.61	
Total	\$477,492.00	\$460,478.00	\$514,128.00	\$517,861.00	\$485,557.00	\$557,456.00	\$546,786.00	\$525,006.00	\$481,682.00	\$392,155.00	\$399,379.00	\$434,860.00	\$480,324.00	\$585,100.00	\$523,369.18	\$707,657.75	\$51,147.84

**City of Freeport
Culture, Recreation & Tourism Department
Monthly Summary Report**

October 2021

FREEPORT HISTORICAL MUSEUM & VISITOR CENTER

Rental Venues



Exhibits

Haunting Tales of The Texas Coast kicked off on October 1st. In total, 164 guests visited the exhibit throughout the month, including a field trip of 15 children and 3 chaperones from Kids Connection.

Two new video episodes of *Haunting Tales of The Texas Coast* were created for the exhibit and released individually on the museum’s Facebook page. Both episodes reached an audience of 6,300 online.

The Facts covered the exhibit in an October 5th article. The exhibit also received a mention in a *Texas Highways* online article.

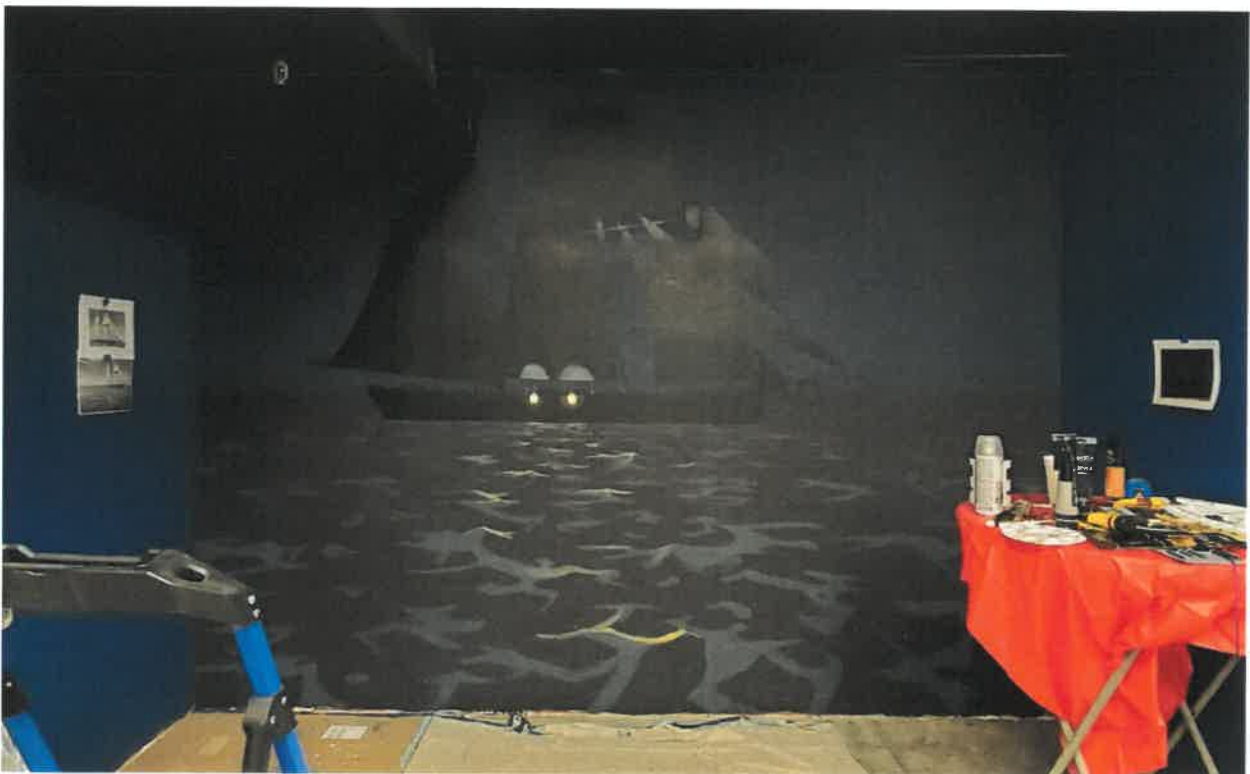


Staff Updates

Penney's Electric retrofitted the fluorescent lights in the Texas Navy Room and office to LED. Museum Staff performed a walk-thru with Julio of Penney's to obtain quotes for a series of track lights to be installed throughout the museum. Quotes were also obtained for additional interpretive panels.

Wade assisted Varner Hogg Plantation with their *Ghosts Along The Brazos* annual Halloween event.

The mural in the Texas Navy Room was completed.



Statistical Data

ADMISSIONS	October 2021	September 2021
<i>Adult</i>	57	8
<i>Child</i>	36	4
<i>Senior Citizen</i>	30	7
<i>Military</i>	3	0
TOTAL ADMISSION	126	19

REVENUES	September 2021	August 2021	YTD 2021
<i>Facility Rentals</i>	\$6817.00	\$12,581.50	\$82,952.85
<i>Admission fees</i>	\$505.00	\$79.00	\$2,636.24
<i>Gift Shop</i>	\$16.00	\$106.00	\$330.47
<i>Vendor/Booth</i>	\$0.00	\$0.00	\$0.00
<i>Donations</i>	\$0.00	\$0.00	\$681.98
TOTAL REVENUE	\$7338.00	\$12,766.50	\$86,601.04

SPECIAL EVENTS

- Our Fright Night event with the Misfits was an exciting and successful event! Heard great comments throughout the event that an estimated 1,000 guests came through Riverplace. Our costume contest was a big hit as we had over 15 participants in each age group. Staff is overall happy with the turnout but will still always try to improve on the previous year. Staff will be transitioning quickly into getting ready for Holiday on the Brazos and the Christmas Market scheduled for Dec 4th and 5th.





MAIN STREET

We received the Texas Main Street application results from the Texas Historical Commissioner's meeting on October 28, 2021 and it is now official – we were awarded our re-certification into the program! At our next meeting we plan to phone in the State Coordinator for insight as to what our next steps will be.

SENIOR CITIZENS COMMISSION

The Senior Citizens Commission held their regular monthly meeting following a game day of bingo with 38 in attendance. Discussion included the December Christmas party, day trip plans in March to visit the Painted Churches.

FREEPORT BRANCH LIBRARY

Chris Allen, Branch Manager

FREEPORT LIBRARY NEWS

Assistant Director Rachel Orozco is working on the Still Water Grant and we should find out if we received it around December or January. Voting officials are using our meeting room until November. Lastly, we are looking for new members to join our Freeport Friends Group. Director Lisa Lloranc and Rachel are working with Freeport

Friends Group officers to transition them out of the group. I will be reaching out to Brazosport College, regular customers that come in, and people at city events to gain new members.

STATISTICS

	2021
Door Count	1288
Number of Children’s Programs Number of attendees	5/ 25
Number of Teen Programs Number of attendees	1/0
Tech Help Questions	96
Number of Adult programs Number of attendees	3/8
Reference Questions	92
Computer Sessions	239

STAFF

I looked into getting information about the library sent to residents through city mail. Darla Autrey will be sending November water bills to residents with information about our library being open again, newly remodeled, and to follow us on social media. Linda attended National Night Out of the Police Department and met other community organizations. Linda and I are reaching out to organizations like the Police Department, TAMU Agrilife, and Brazoria County Tobacco Task Force to present their services at the library. Also, we are now submitting our calendars to Police Department Public Relations Officer Angela Cantrell to coordinate events together and so that she can inform people of our programs through her city connections. The rest of the staff are continuing their daily library duties and they are completing this month’s weeding.

HIGHLIGHTS

Children’s Programs: Katherine presented weekly storytimes and youth programs. Esmeralda presented *Family Bilingual Storytime* for our Freeport and Clute community.

Programs for Adults: Film Club- *Halloween* (led by Chris). Book Club- *The Diviners* (led by Linda). Boys and Girls Club Job Fair (led by Marina Love).



UPCOMING EVENTS

Here are the dates of some programs for November:

- (11/1, 11/08, 11/15, 11/22, 11/29) Storytime- *Fall/Autumn Themes* on Mondays at 10:30am and *6 Word Stories Contest* starts
- (11/10) Bilingual Storytime- *Thanksgiving* at 11am
- (11/18) Film Club: *Pieces of April* at 4pm
- (11/20) Book Party- *If You Give a Mouse a Muffin* at 4pm
- (11/23) Adult Book Club: *There There* at 4pm
- (11/30) Last day to submit *6 Word Stories Contest* for teens and tweens

FREEPORT RECREATION CENTER

- Capital Projects – The women’s sauna has been fixed and both are working properly now. The new A/C Unit PO has been received and scheduled to take place Thursday 11/11 while the facility is closed for Veterans day, since they will be working from the front of the Rec Center. The pool motor is going bad and a PO has been requested to get it replaced.
- New Programming – Staff is still working hard on getting all aspects of basketball together for the new season that will start practices in December and games in January. Through one month of registration, we have a total of 45 players signed up. We still have all of November left for more to register. Looking to lock down Gymnasiums to use through the schools. We have started reaching out to local businesses about possible sponsorships for our teams or league sponsors. This will help with jerseys for the kids and other supplies needed, while providing an advertising opportunity for the local business. We hope to reach a total of around 100 players to give us a good number of teams. We will interleague with Angleton and Danbury with a possibility of adding West Columbia and Lake Jackson.
- Staff Updates – Part Time interviews were held on Wednesday the 10/27. We will be looking to start the hiring process in the next week or so. For Full Time, we have received very few applications but are looking to schedule interviews for early November to get our team complete again.

- Meetings, Training, Networking – Registration for the TRAPS state conference just opened and Jonathan will plan to attend. It will be held Feb. 15-18 at College Station, TX.

Statistical Data

ADMISSIONS	Oct 2021	Sept 2021	YTD
Employee Member	61	42	296
Individual Member	137	94	1,332
Senior Member	91	34	851
Senior Family Member	2	27	54
Family Member	25	8	467
Active Military Member	0	0	40
Active Military Family	0	0	0
Youth Member	72	17	220
Day Pass before CivicRec			291
Adult Day Pass	38	20	158
Adult Pool Day Pass	0	0	227
Child Day Pass	26	6	78
Child Pool Day Pass	0	0	1,098
Student Day Pass	109	69	426
Senior Day Pass	9	4	51
Spectator Day Pass	0	0	68
Shower Day Pass	7	2	9
TOTAL ADMISSION	577	323	5,666

FACEBOOK	Oct 2021	Sept 2021	YTD
New Page Likes	33	33	249
New Page Followers	30	35	248
Page Engaged Users	738	760	3,482
Total Reached	16,155	16,491	80,520

REVENUE	Oct 2021	Sept 2021	YTD
Individual Member	\$280.00	\$290.00	\$4,605.00
Senior Member	150.00	80.00	1,550.00
Senior Family Member	0.00	40.00	120.00
Family Member	120.00	30.00	1,350.00

Active Military	0.00	0.00	450.00
Active Military Family Member	0.00	0.00	0.00
Youth Member	70.00	90.00	340.00
Adult Day Pass	190.00	100.00	1,570.00
Child Day Pass	26.00	6.00	136.00
Senior Day Pass	27.00	12.00	390.00
Shower Day Pass	7.00	2.00	9.00
Student Day Pass	327.00	207.00	1,959.00
Adult Pool Day Pass	0.00	0.00	1,596.00
Child Pool Day Pass	0.00	0.00	3,258.00
Spectator Pool Day Pass	0.00	0.00	182.00
2 HR Pool Party	0.00	0.00	150.00
3 HR Pool Party	0.00	0.00	1,100.00
4 HR Pool Party	0.00	0.00	1,875.00
Youth Basketball League	2,010.00	0.00	2,010.00
TOTAL REVENUE	\$3,207.00	\$857.00	\$22,650.00



Human Resources Monthly Report

Date: November 5, 2021

HR TEAM: Cathy Ezell, Donna Fisher and Mary Garcia

HR Services Team Priorities and Results for October 2021:

- **Welcomes and Well-wishes:**
 - **We are excited to welcome:**
 - **Jessica Gutierrez – Customer Service Clerk**
 - **Harvey Ausman – Maintenance Technician – Parks**
 - **Taven Williams – Maintenance Technician - Streets**
- **Training/Coaching/Performance Improvement:**
 - **Performance Issues Addressed:** We had one (1) employee termination for performance this month.
- **Employee Turnover/Recruiting/Hiring Progress:**
 - **Employee Turnover:** We had four (4) employee separations in October. One separation was from the Police department, one from the Streets department and two from the Fire Department.
 - **Internal Transfers:** Crystal Ruiz transferred from the Recreation Center to the Museum, Eric Alcantar transferred from the Recreation Center to Jailer in the Police Department, Elizabeth Taylor transferred from Jailer to Records Clerk in the Police Department.
 - **Recruiting:** Active recruiting searches include:
 - Part-time EMT
 - Recreation Attendant – Full and Part Time
 - Dispatcher
 - Dispatch Supervisor
 - Information Technology Manager
 - Part-time Range Attendant
 - Firefighter/EMT – Full and Part Time
 - **Recruiting Sources** include: City website, The Facts Online, Texas Municipal League, Strategic Government Resources, Workforce Solutions, Industry-specific organizations, Community College programs for maintenance and Police, and networking.
- **Risk Management and Insurance Updates:**
 - **Unemployment Claims:** We had zero (0) unemployment appeal during the month of October. We have won nine (9) unemployment appeal cases this calendar year (Jan.- October). The City's account will not be charged for these unemployment claims.
 - **Workers Compensation Claims:** We had five (5) active Workers Comp. claims in October, including one (1) in Police and four (4) in Public Works.
 - **Family & Medical Leave Cases (FMLA)-** We had three (3) active FMLA cases in October.

- **Property/Liability/Accident Claims-** We had two (2) new liability claims in October. Both were for automobile accidents.
- **Record Retention:** Mary Garcia continued to purge old HR files in an effort to reduce exposure from storing sensitive data, and to save storage space.
- **Asset Management Updates:** Cathy has completed the move of asset information into the new asset management system utilizing Incode 10 software.

Priorities for July through October:

- **Training/Development** – Create a New Supervisor Training Program and assign required trainings (ethics and cyber-security) to meet requirements. Infrastructure for this training is already in place using TML/Lexipol's LocalGovU platform established by HR in 2020. New employees are being assigned training using TML/Lexipol's LocalGovU platform (Sexual Harassment in the Workplace, Diversity in the Workplace, Ethical Behavior in Local Government).
- **Medical, Dental, Vision Insurance** –Donna Fisher and Mary Garcia will ensure that all full-time employees completed the open enrollment process and updated changes with the carriers, as well as in the payroll system.
- **Salaries** – Cathy Ezell and Donna Fisher calculated salaries and longevity amounts that went into effect October 1 and updated the payroll system accordingly.



FREEPORT POLICE DEPARTMENT

430 N. Brazosport Blvd • Freeport, TX 77541 • 979.239.1211 • Fax 979.239.2075

Lt. Corey Brinkman
CID Commander

Raymond Garivey
Chief of Police

Capt. Danny Gillchriest
Patrol Division Commander

To: Mayor and Council

During the Month of October my officers responded to 2019 calls for service. Those calls include all crime related calls, calls for citizen assistance, Animal Control calls, citizen contact and traffic stops. Anytime an officer calls out on the radio, a call type is generated.

Significant Incidents:

On 10/28/21, we had a robbery of the Rooks Convenience Store 900 block of W 2nd Street. Two masked men entered the store carrying firearms and demanded money from the clerk. The suspects got away with approximately \$300 in cash from the register. The case is being investigated by CID investigators.

Community Events:

The police department partnered up with the Bikes for Excellence Foundation and donated 149 bicycles to students from Lanier Middle School. Students were rewarded with a bicycle for making awesome grades and good behavior.

Freeport PD and BISD PD took part in the annual Back the Blue football game. Our Exporters honored Law Enforcement by wearing Law Enforcement jerseys and running out onto the field proudly carrying Thin Blue Line flags. What an awesome feeling to see our student athletes supporting their police officers.

We also held our annual Blue Santa Golf Tournament to raise funds to purchase toys for our community kids in need this holiday season. We had 100 golfers in attendance. It was a great event. Brian and his crew at the golf course great job hosting the tournament.



To Protect, Serve, Model Integrity and Demonstrate Professionalism

Employee of the Month:

On October 11th, 2021, officers on the Blue Night Shift were involved in a pursuit with a suspect who was heavily armed. Officers originally initiated a traffic on the suspect vehicle for speeding and noticed several weapons inside the vehicle. The suspect was acting extremely nervous and then sped off when he was asked to exit the vehicle. After about a 3-hour pursuit that continued through several cities and two counties, the suspect finally came to a stop after he ran out of gas and all four of his tires were deflated from spike stripes being deployed by officers. After about a two-hour stand-off, the suspect was extracted out of his vehicle without further incident by the Brazoria County SWAT Team with the use of a discretionary device. Several firearms, a ballistics vest and a large amount of ammunition were recovered from the suspect's vehicle. The suspect was uncooperative with our follow-up investigation and we may never know what the suspects intentions were that night. Sgt. Land and Officers Miller, Torres, Harris and Gardner, should be commended for their heroic actions that night. Their pursuit for the safety of our community resulted in possibly lives being saved without knowing the intentions of the suspect on that night.

Open Positions:

We filled our Jailer position with a young man who was already working at the Rec Center by the name of Eric Alcantar. We do have one dispatch position available and will have another one here soon with our longtime Dispatcher Jackie Steinweinder retiring after 20 years of service with the Freeport Police Department. We are currently accepting applications for those positions.

Sincerely,

Chief Raymond Garivey

Freeport Police Department

(979) 415-4187

Property/Information Technology/Geographic Information Systems Monthly Report October 2021

Property:

- Lien Calculations/Payoff Preparations/Releases – Collected: \$ 7,014.33

Information Technology:

- Update website
- Setup of new users on network, email and Incode
- Update social media
- Attended 8 Boards/Commissions meetings for setup and broadcast
- Server Upgrade for Incode Building/Code, Utility Billing
- Network Coordination for Incode 10 Building Code

GIS:

- Update ownership data
- Departmental Map Requests
- 200' Replat maps with ownership
- 911 Address Range Verifications
- New Address Assignments
- Departmental Data Information Requests

Projects:

- Annual Street illumination Lighting 90%
 - Avenue H - completed
 - Broad Street - completed
 - Bridge Harbor - completed
- Incode Upgrade 60%
 - Building/Code – Should be complete in the few months
 - Utility Billing – Starting Process of conversion
- Water/Sewer Map Updates: 18%
 - Sending Weekly Maps to Veolia
- Zoning Map 97%
 - Wait for Code Overhaul
- Surplus Auction 90%
 - Creating upcoming auction on website
- Veterans Day Parade and Activities 95%
 - Final Preparations for Parade
 - Over 50 Floats
- Marlin Avenue (Bridge Harbor) 5%
 - Renumbering of Addresses for 911 purposes

Acquisition Overview

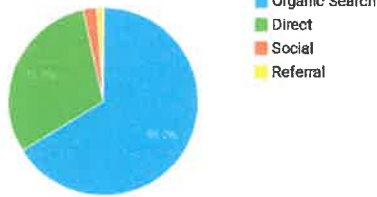
All Users
+9,003 Users

Oct 1, 2021 - Oct 31, 2021
Compare to Aug 31, 2021 - Sep 30, 2021

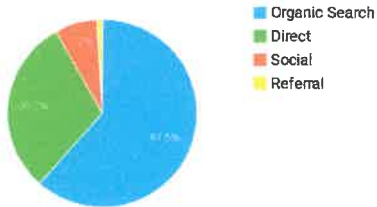
Primary Dimension: Conversion:
Top Channels All Goals [Edit Channel Grouping](#)

Top Channels

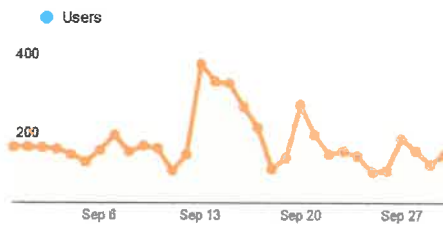
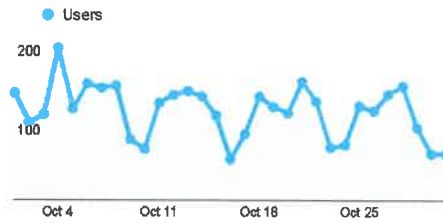
Oct 1, 2021 - Oct 31, 2021



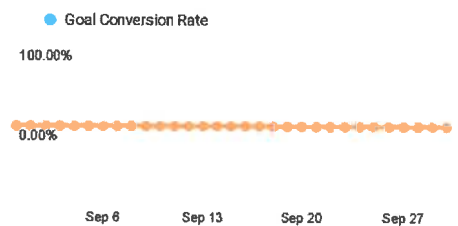
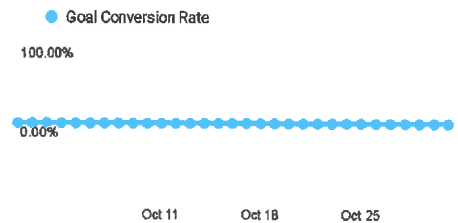
Aug 31, 2021 - Sep 30, 2021



Users



Conversions



Conversions



Set up a goal.

To see outcome metrics, define one or more goals.

[GET STARTED](#)

Acquisition

Behavior

	Users	New Users	Sessions	Bounce Rate	Pages / Session	Avg. Session Duration
1 Organic Search	27.09% ↓	28.47% ↓	27.60% ↓	3.29% ↑	4.71% ↓	15.79% ↓
2 Direct	21.77% ↓			3.97% ↑		
3 Social	27.23% ↓			1.17% ↑		
4 Referral	76.19% ↓			9.45% ↑		
	14.29% ↓			4.77% ↑		

To see all 4 Channels click [here](#)

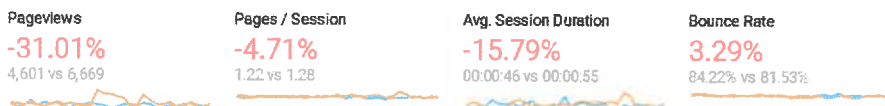
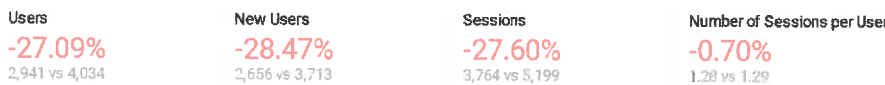
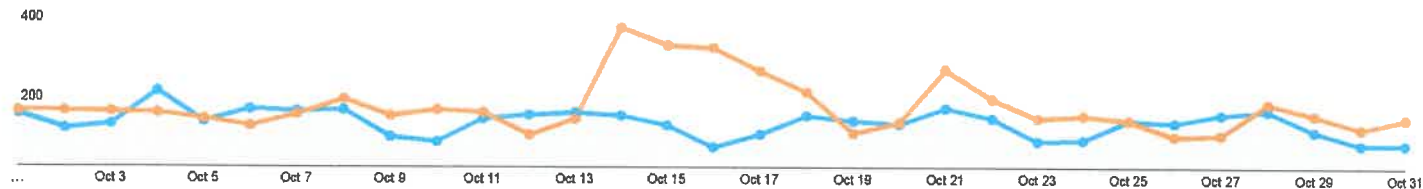
Audience Overview

Oct 1, 2021 - Oct 31, 2021
 Compare to: Aug 31, 2021 - Sep 30, 2021

All Users
 +0.00% Users

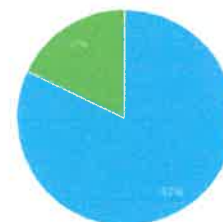
Overview

Oct 1, 2021 - Oct 31, 2021: Users
 Aug 31, 2021 - Sep 30, 2021: Users

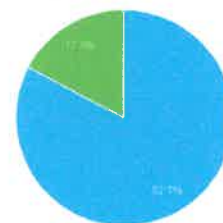


New Visitor Returning Visitor

Oct 1, 2021 - Oct 31, 2021



Aug 31, 2021 - Sep 30, 2021



Language	Users	% Users
1. en-us		
Oct 1, 2021 - Oct 31, 2021	2,728	92.76%
Aug 31, 2021 - Sep 30, 2021	3,747	92.82%
% Change	-27.20%	-0.06%
2. es-us		
Oct 1, 2021 - Oct 31, 2021	53	1.80%
Aug 31, 2021 - Sep 30, 2021	72	1.78%
% Change	-26.39%	1.04%
3. zh-cn		
Oct 1, 2021 - Oct 31, 2021	39	1.33%
Aug 31, 2021 - Sep 30, 2021	30	0.74%
% Change	30.00%	78.45%
4. en-gb		
Oct 1, 2021 - Oct 31, 2021	21	0.71%
Aug 31, 2021 - Sep 30, 2021	24	0.59%
% Change	-12.50%	20.11%
5. en		
Oct 1, 2021 - Oct 31, 2021	20	0.68%
Aug 31, 2021 - Sep 30, 2021	38	0.94%
% Change	-47.37%	-27.76%
6. es-419		
Oct 1, 2021 - Oct 31, 2021	14	0.48%
Aug 31, 2021 - Sep 30, 2021	34	0.84%
% Change	-58.82%	-43.48%
7. en-au		

Oct 1, 2021 - Oct 31, 2021	9	0.31%
Aug 31, 2021 - Sep 30, 2021	8	0.20%
% Change	12.50%	64.42%
8. c		
Oct 1, 2021 - Oct 31, 2021	7	0.24%
Aug 31, 2021 - Sep 30, 2021	5	0.12%
% Change	40.00%	92.17%
9. es-es		
Oct 1, 2021 - Oct 31, 2021	6	0.20%
Aug 31, 2021 - Sep 30, 2021	8	0.20%
% Change	-25.00%	2.95%
10. en-ca		
Oct 1, 2021 - Oct 31, 2021	5	0.17%
Aug 31, 2021 - Sep 30, 2021	6	0.15%
% Change	-16.67%	14.39%

Browser & OS

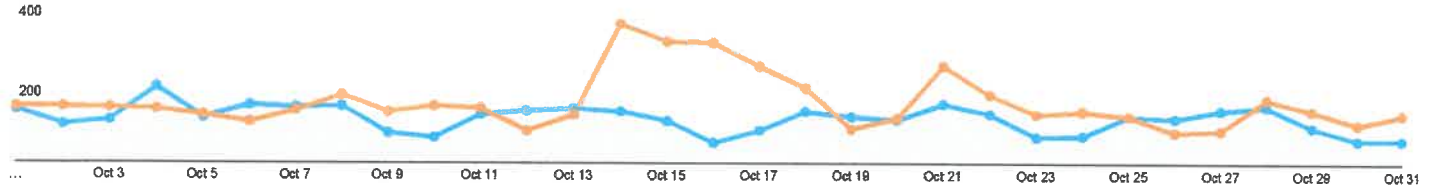
All Users +0.00% Users

Oct 1, 2021 - Oct 31, 2021 Compare to: Aug 31, 2021 - Sep 30, 2021

Explorer

Summary

Oct 1, 2021 - Oct 31, 2021: Users
 Aug 31, 2021 - Sep 30, 2021: Users



Browser

Users 27.09% 2,341 vs 4,034 Users 27.09% 2,941 vs 4,034

Browser	Oct 1, 2021 - Oct 31, 2021	Aug 31, 2021 - Sep 30, 2021
1. Chrome	1,321 44.92%	1,706 42.28%
2. Safari	1,075 36.55%	1,463 36.26%
3. Edge	335 11.39%	321 7.96%
4. Firefox	48 1.63%	136 3.37%
5. Internet Explorer	42 1.43%	33 0.82%
6. Samsung Internet	40 1.36%	76 1.88%
7. Safari (in-app)	34 1.16%	159 3.94%
8. Android Webview	19 0.65%	102 2.53%
9. Opera	10 0.34%	4 0.10%
10. Android Browser	7 0.24%	9 0.22%

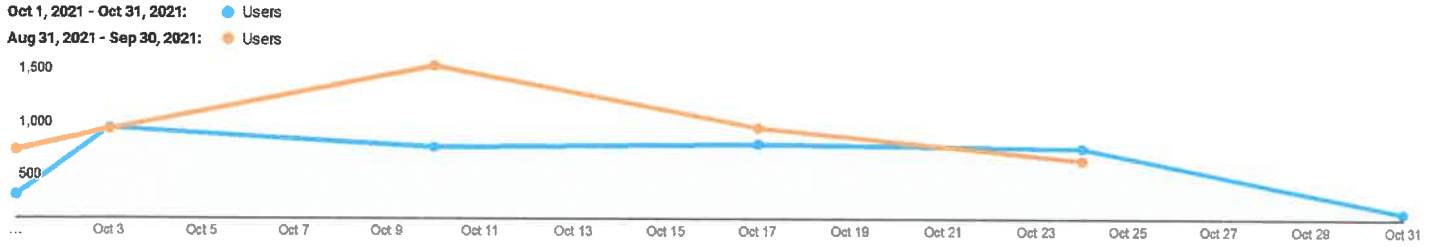
Channels

All Users
+0.00% Users

Oct 1, 2021 - Oct 31, 2021
Compare to: Aug 31, 2021 - Sep 30, 2021

Explorer

Site Usage



Default Channel Grouping

	Users	Sessions	Pages / Session	Avg. Session Duration	% New Sessions	Bounce Rate
	27.09% ↓	27.60% ↓	4.71% ↓	15.79% ↓	1.22% ↓	3.29% ↑
1. Organic Search						
Oct 1, 2021 - Oct 31, 2021	1,966 (86.90%)	2,477 (89.27%)	1.22	00:00:47	69.36%	84.62%
Aug 31, 2021 - Sep 30, 2021	2,513 (91.25%)	3,250 (92.51%)	1.28	00:00:55	68.71%	81.38%
% Change	-21.77%	-23.78%	-4.75%	-14.86%	0.95%	3.97%
2. Direct						
Oct 1, 2021 - Oct 31, 2021	898 (20.24%)	1,174 (42.94%)	1.23	00:00:47	71.64%	83.39%
Aug 31, 2021 - Sep 30, 2021	1,234 (30.22%)	1,582 (44.81%)	1.29	00:00:59	73.39%	82.43%
% Change	-27.23%	-25.79%	-4.73%	-20.65%	-2.39%	1.17%
3. Social						
Oct 1, 2021 - Oct 31, 2021	70 (2.36%)	70 (2.56%)	1.19	00:00:20	92.86%	87.14%
Aug 31, 2021 - Sep 30, 2021	294 (7.26%)	314 (8.64%)	1.26	00:00:31	90.13%	79.62%
% Change	-76.19%	-77.71%	-5.74%	-35.83%	3.03%	9.45%
4. Referral						
Oct 1, 2021 - Oct 31, 2021	36 (1.21%)	43 (1.54%)	1.21	00:00:32	74.42%	79.07%
Aug 31, 2021 - Sep 30, 2021	42 (1.02%)	53 (1.47%)	1.30	00:00:56	69.81%	75.47%
% Change	-14.29%	-18.87%	-7.11%	-43.70%	6.60%	4.77%

Rows 1 - 4 of 4

Demographics: Age

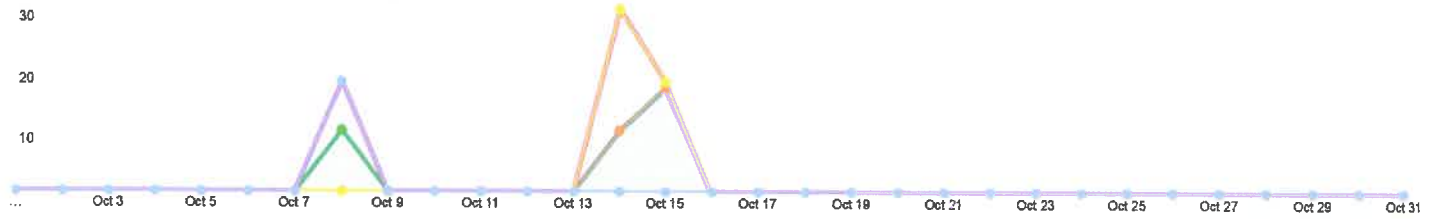
Oct 1, 2021 - Oct 31, 2021
 Compare to: Aug 31, 2021 - Sep 30, 2021

All Users
 +0.00% Users

Explorer

Summary

Oct 1, 2021 - Oct 31, 2021: Users 25-34 35-44
 Aug 31, 2021 - Sep 30, 2021: Users 25-34 35-44



Age	Acquisition			Behavior			Conversions		
	Users ↓	New Users	Sessions	Bounce Rate	Pages / Session	Avg. Session Duration	Goal Conversion Rate	Goal Completions	Goal Value
	67.39% ↑ (24 vs 17)	66.59% ↑ (144 vs 144)	57.04% ↑ (154 vs 157)	3.72% ↑ (8.8% vs 10.2%)	4.98% ↓ (2 vs 2.6)	16.80% ↓ (0:00:13 vs 0:00:14)	0.00% (0 vs 0)	0.00% (0 vs 0)	0.00% (0 vs 0)
1. 25-34									
Oct 1, 2021 - Oct 31, 2021	217 (23.49%)	171 (92.7%)	267 (17.45%)	84.27%	1.19	00:00:40	0.00%	0 (0.00%)	\$0.00 (0.00%)
Aug 31, 2021 - Sep 30, 2021	142 (25.72%)	124 (21.7%)	199 (13.08%)	76.38%	1.43	00:00:44	0.00%	0 (0.00%)	\$0.00 (0.00%)
% Change	52.82%	37.90%	34.17%	10.33%	-16.84%	-9.86%	0.00%	0.00%	0.00%
2. 35-44									
Oct 1, 2021 - Oct 31, 2021	160 (17.32%)	129 (70.0%)	193 (12.55%)	83.94%	1.26	00:00:38	0.00%	0 (0.00%)	\$0.00 (0.00%)
Aug 31, 2021 - Sep 30, 2021	116 (21.1%)	93 (16.4%)	152 (10.0%)	80.26%	1.24	00:01:16	0.00%	0 (0.00%)	\$0.00 (0.00%)
% Change	37.93%	38.71%	26.97%	4.58%	1.26%	-49.44%	0.00%	0.00%	0.00%
3. 55-64									
Oct 1, 2021 - Oct 31, 2021	159 (17.21%)	142 (77.3%)	184 (11.88%)	83.15%	1.23	00:00:42	0.00%	0 (0.00%)	\$0.00 (0.00%)
Aug 31, 2021 - Sep 30, 2021	83 (15.04%)	72 (12.7%)	99 (6.52%)	77.78%	1.33	00:01:15	0.00%	0 (0.00%)	\$0.00 (0.00%)
% Change	91.57%	97.22%	85.86%	6.91%	-7.88%	-44.56%	0.00%	0.00%	0.00%
4. 45-54									
Oct 1, 2021 - Oct 31, 2021	145 (15.63%)	129 (70.3%)	160 (10.5%)	74.38%	1.32	00:01:12	0.00%	0 (0.00%)	\$0.00 (0.00%)
Aug 31, 2021 - Sep 30, 2021	88 (15.94%)	68 (12.0%)	103 (6.82%)	83.50%	1.20	00:00:26	0.00%	0 (0.00%)	\$0.00 (0.00%)
% Change	64.77%	89.71%	55.34%	-10.92%	10.06%	182.99%	0.00%	0.00%	0.00%
5. 18-24									
Oct 1, 2021 - Oct 31, 2021	132 (14.29%)	107 (59.9%)	158 (10.3%)	81.01%	1.28	00:00:53	0.00%	0 (0.00%)	\$0.00 (0.00%)
Aug 31, 2021 - Sep 30, 2021	71 (12.94%)	59 (10.7%)	84 (5.57%)	85.71%	1.20	00:00:53	0.00%	0 (0.00%)	\$0.00 (0.00%)
% Change	85.92%	81.36%	88.10%	-5.49%	6.33%	-0.72%	0.00%	0.00%	0.00%
6. 65+									
Oct 1, 2021 - Oct 31, 2021	111 (11.91%)	95 (52.3%)	131 (8.6%)	89.31%	1.13	00:00:24	0.00%	0 (0.00%)	\$0.00 (0.00%)
Aug 31, 2021 - Sep 30, 2021	52 (9.42%)	48 (8.6%)	59 (3.92%)	77.97%	1.24	00:00:42	0.00%	0 (0.00%)	\$0.00 (0.00%)
% Change	113.46%	97.92%	122.03%	14.55%	-8.69%	-42.02%	0.00%	0.00%	0.00%

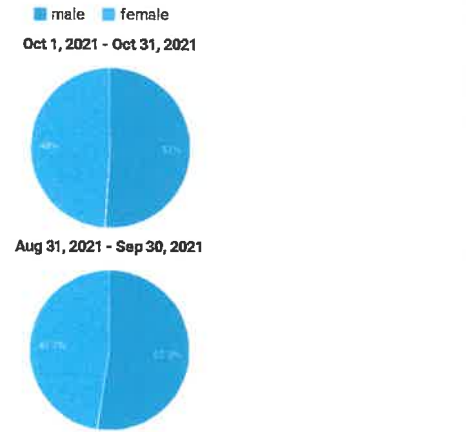
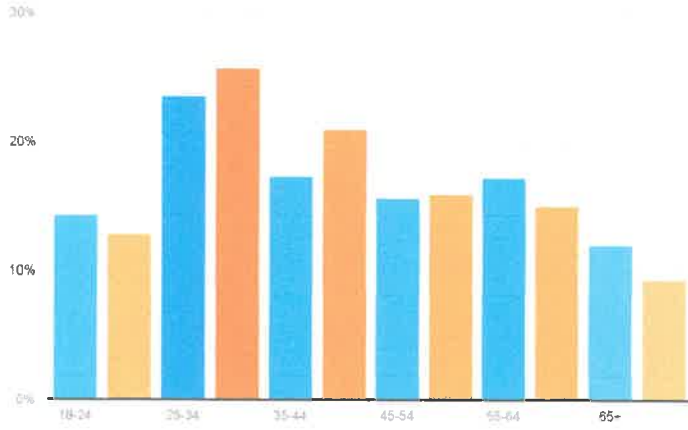
Demographics: Overview

All Users
+0.00% Users

Oct 1, 2021 - Oct 31, 2021
Compare to: Aug 31, 2021 - Sep 30, 2021

Key Metric:

Age 31.42% of total users Gender 32.61% of total users



Device Overview

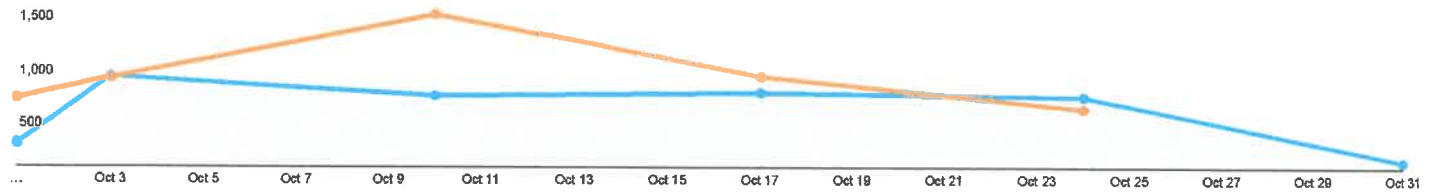
Oct 1, 2021 - Oct 31, 2021
Compare to: Aug 31, 2021 - Sep 30, 2021

All Users
+0.00% Users

Explorer

Summary

Oct 1, 2021 - Oct 31, 2021: ● Users
Aug 31, 2021 - Sep 30, 2021: ● Users



Device Category

Users

Users

Contribution to total: Users

27.09% ↓
1,341 vs 4,034

27.09% ↓
2,302 vs 4,034

1. ■ mobile

Oct 1, 2021 - Oct 31, 2021

1,554

52.84%

Aug 31, 2021 - Sep 30, 2021

2,302

57.06%

2. ■ desktop

Oct 1, 2021 - Oct 31, 2021

1,353

46.00%

Aug 31, 2021 - Sep 30, 2021

1,677

41.57%

3. ■ tablet

Oct 1, 2021 - Oct 31, 2021

34

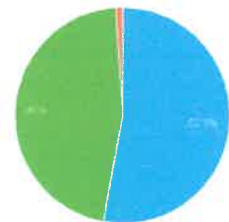
1.16%

Aug 31, 2021 - Sep 30, 2021

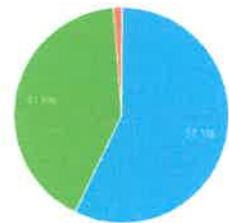
65

1.36%

Oct 1, 2021 - Oct 31, 2021



Aug 31, 2021 - Sep 30, 2021



Rows 1 - 3 of 3

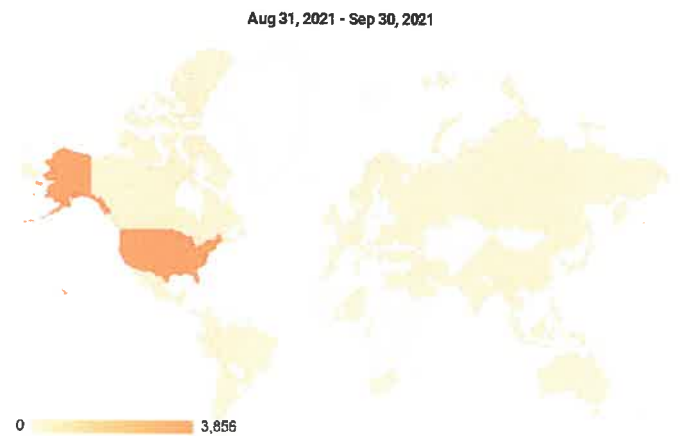
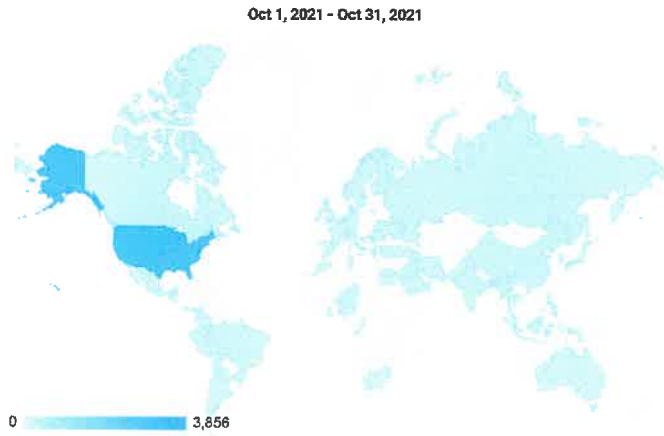
Location

All Users +0.00% Users

Oct 1, 2021 - Oct 31, 2021
 (Compare to: Aug 31, 2021 - Sep 30, 2021)

Map Overlay

Summary



Country	Acquisition		Behavior				Conversions		
	Users ↓	New Users	Sessions	Bounce Rate	Pages / Session	Avg. Session Duration	Goal Conversion Rate	Goal Completions	Goal Value
1. United States	27.09% ↓	28.49% ↓	27.60% ↑	3.29% ↑	4.71% ↓	15.79% ↓	0.00%	0.00%	0.00%
Oct 1, 2021 - Oct 31, 2021	2,781	2,496	3,599	83.88%	1.23	00:00:47	0.00%	0	\$0.00
Aug 31, 2021 - Sep 30, 2021	3,856	3,538	5,017	81.24%	1.29	00:00:56	0.00%	0	\$0.00
% Change	-27.88%	-29.45%	-28.26%	3.25%	-4.60%	-15.58%	0.00%	0.00%	0.00%
2. China	42	42	42	100.00%	1.00	00:00:00	0.00%	0	\$0.00
Oct 1, 2021 - Oct 31, 2021	42	42	42	100.00%	1.00	00:00:00	0.00%	0	\$0.00
Aug 31, 2021 - Sep 30, 2021	34	34	34	100.00%	1.00	00:00:00	0.00%	0	\$0.00
% Change	23.53%	23.53%	23.53%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3. India	16	16	17	94.12%	1.06	00:00:04	0.00%	0	\$0.00
Oct 1, 2021 - Oct 31, 2021	16	16	17	94.12%	1.06	00:00:04	0.00%	0	\$0.00
Aug 31, 2021 - Sep 30, 2021	21	21	22	81.82%	1.32	00:00:21	0.00%	0	\$0.00
% Change	-23.81%	-23.81%	-22.73%	15.03%	-19.68%	-79.77%	0.00%	0.00%	0.00%
4. United Kingdom	15	15	15	93.33%	1.07	00:00:03	0.00%	0	\$0.00
Oct 1, 2021 - Oct 31, 2021	15	15	15	93.33%	1.07	00:00:03	0.00%	0	\$0.00
Aug 31, 2021 - Sep 30, 2021	5	5	5	80.00%	1.40	00:02:34	0.00%	0	\$0.00
% Change	200.00%	200.00%	200.00%	16.67%	-23.81%	-98.05%	0.00%	0.00%	0.00%
5. Canada	11	11	11	81.82%	1.27	00:03:19	0.00%	0	\$0.00
Oct 1, 2021 - Oct 31, 2021	11	11	11	81.82%	1.27	00:03:19	0.00%	0	\$0.00
Aug 31, 2021 - Sep 30, 2021	19	19	20	85.00%	1.15	00:00:22	0.00%	0	\$0.00
% Change	-42.11%	-42.11%	-45.00%	-3.74%	10.67%	817.89%	0.00%	0.00%	0.00%
6. Mexico	11	11	11	100.00%	1.00	00:00:00	0.00%	0	\$0.00
Oct 1, 2021 - Oct 31, 2021	11	11	11	100.00%	1.00	00:00:00	0.00%	0	\$0.00
Aug 31, 2021 - Sep 30, 2021	13	12	14	92.86%	1.14	00:00:36	0.00%	0	\$0.00
% Change	-15.38%	-8.33%	-21.43%	7.69%	-12.50%	-100.00%	0.00%	0.00%	0.00%
7. Philippines	6	6	6	100.00%	1.00	00:00:00	0.00%	0	\$0.00
Oct 1, 2021 - Oct 31, 2021	6	6	6	100.00%	1.00	00:00:00	0.00%	0	\$0.00

Aug 31, 2021 - Sep 30, 2021	8 <small>(0.29%)</small>	7 <small>(0.17%)</small>	8 <small>(0.29%)</small>	87.50%	1.12	00:00:13	0.00%	0 <small>(0.00%)</small>	\$0.00 <small>(0.00%)</small>
% Change	-25.00%	-14.29%	-25.00%	14.29%	-11.11%	-100.00%	0.00%	0.00%	0.00%
8. 🇦🇺 Australia									
Oct 1, 2021 - Oct 31, 2021	5 <small>(0.17%)</small>	5 <small>(0.17%)</small>	6 <small>(0.20%)</small>	100.00%	1.00	00:00:00	0.00%	0 <small>(0.00%)</small>	\$0.00 <small>(0.00%)</small>
Aug 31, 2021 - Sep 30, 2021	3 <small>(0.07%)</small>	3 <small>(0.07%)</small>	3 <small>(0.07%)</small>	100.00%	1.00	00:00:00	0.00%	0 <small>(0.00%)</small>	\$0.00 <small>(0.00%)</small>
% Change	66.67%	66.67%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
9. 🇳🇮 Nigeria									
Oct 1, 2021 - Oct 31, 2021	4 <small>(0.14%)</small>	4 <small>(0.14%)</small>	4 <small>(0.14%)</small>	75.00%	1.25	00:00:17	0.00%	0 <small>(0.00%)</small>	\$0.00 <small>(0.00%)</small>
Aug 31, 2021 - Sep 30, 2021	8 <small>(0.28%)</small>	8 <small>(0.27%)</small>	8 <small>(0.27%)</small>	87.50%	1.38	00:01:39	0.00%	0 <small>(0.00%)</small>	\$0.00 <small>(0.00%)</small>
% Change	-50.00%	-50.00%	-50.00%	-14.29%	-9.09%	-83.12%	0.00%	0.00%	0.00%
10. 🇳🇱 Netherlands									
Oct 1, 2021 - Oct 31, 2021	4 <small>(0.14%)</small>	4 <small>(0.15%)</small>	4 <small>(0.14%)</small>	75.00%	1.25	00:00:01	0.00%	0 <small>(0.00%)</small>	\$0.00 <small>(0.00%)</small>
Aug 31, 2021 - Sep 30, 2021	6 <small>(0.18%)</small>	6 <small>(0.18%)</small>	6 <small>(0.18%)</small>	100.00%	1.00	00:00:00	0.00%	0 <small>(0.00%)</small>	\$0.00 <small>(0.00%)</small>
% Change	-33.33%	-33.33%	-33.33%	-25.00%	25.00%	∞%	0.00%	0.00%	0.00%

Your Intercept X Advanced for Server will expire in 10 days.



Endpoint Protection Summary

Laura Tolar
City of Freeport · Super Admin

📅 Oct 2 - Nov 1

📄 Overview

Highlights

🛡️ 0
Total threats blocked

🔒 22
Total assets protected

🚫 677
Websites blocked and warned

Users and Devices

👤 23
Users protected

💻 20
Computers protected

🖥️ 2
Servers protected

🚨 Threats

Top 3 threat types blocked

1

0

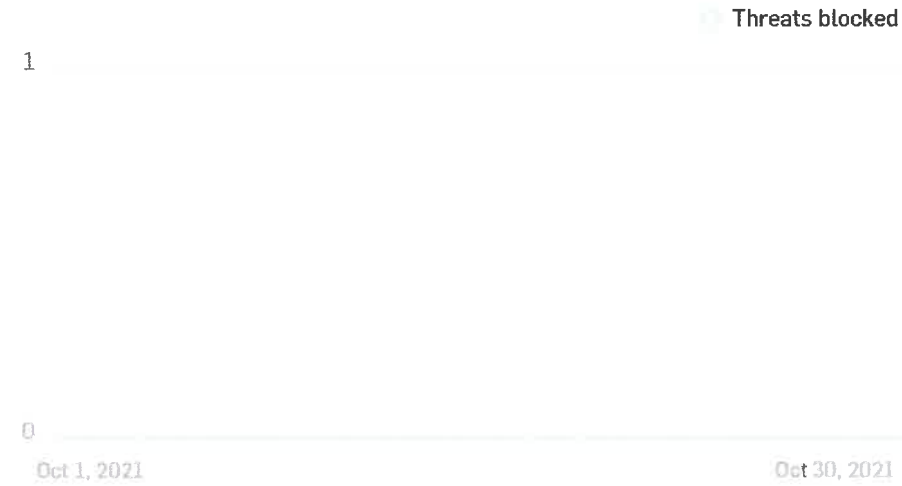
Malware protection

Ransomware and exp...

PUAs

📈 Trends

Trends in threats blocked



🔍 Licensing and Usage

License details

Intercept X Advanced with XDR expiring on Oct 23, 2022 7:00 PM	21/33
Intercept X Advanced for Server expiring on Nov 11, 2021 6:00 PM	2/4

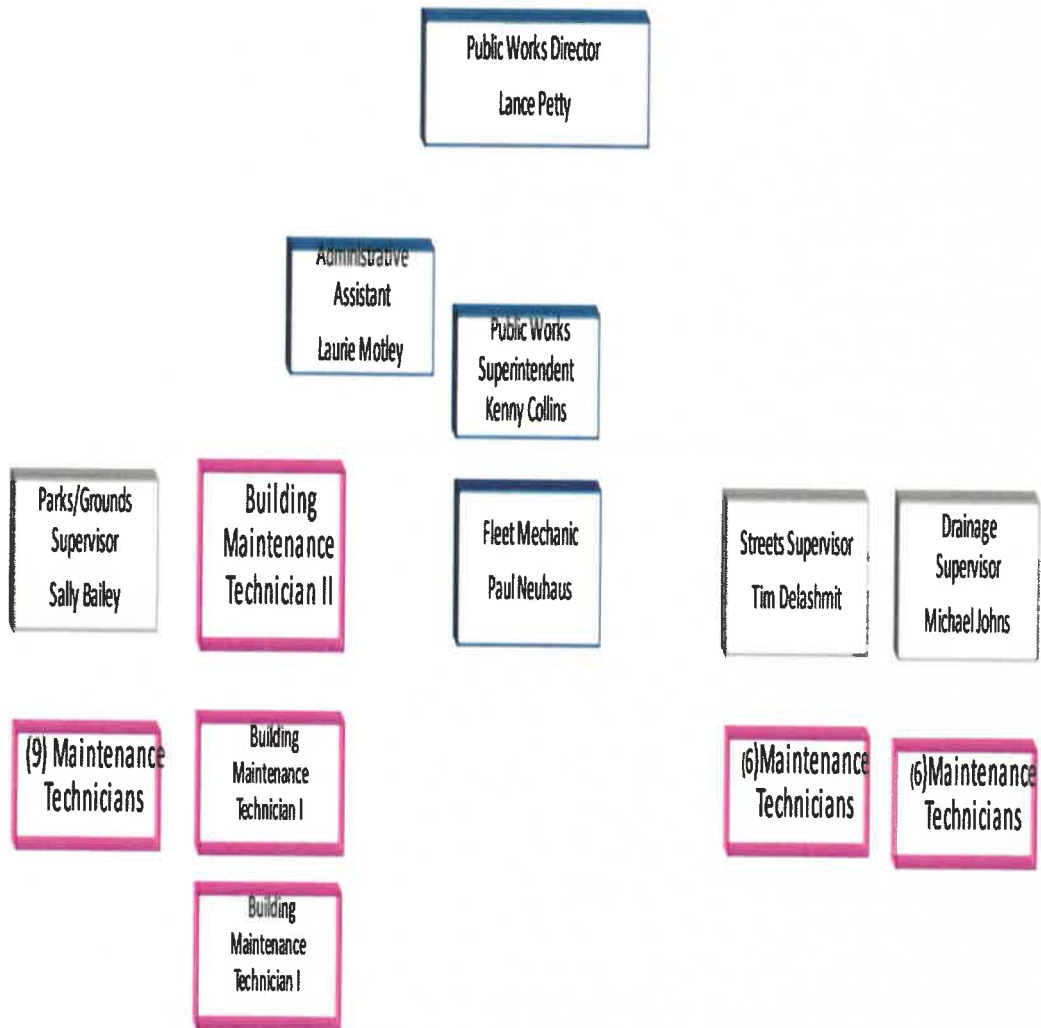
These usage numbers are based on a daily calculation which may not correspond to your billing statement.

[Export as PDF](#)

PUBLIC WORKS MONTHLY REPORT NOVEMBER 2021

City of Freeport

ORGANIZATION CHART



Key Activities

Parks / Grounds Division

Under the direction of the Parks/Grounds/Facilities Supervisor, this division provides services to the community by conducting preservation and beautification of the City's parks, ball fields, building grounds and open spaces.

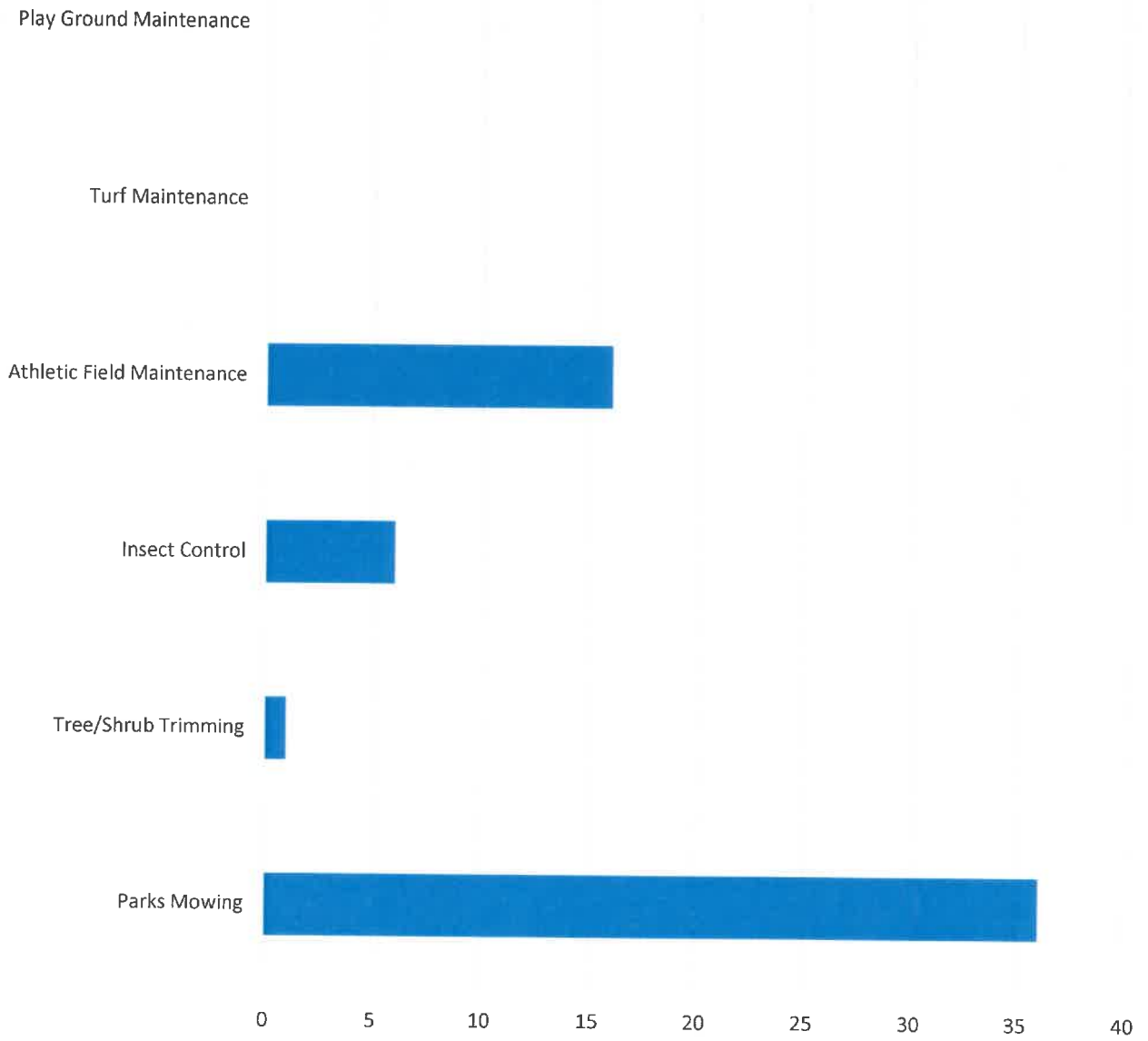
Activities this month:

1. Mow and Landscape (9) City Parks weekly
2. Mow, and drag (5) youth baseball/softball fields daily
3. Mow football and soccer fields weekly
4. Mow big lots weekly
5. Mow landing weekly
6. Mow and landscape around (6) city buildings weekly
7. Litter control city right-of-way's weekly
8. Litter control (2) beaches daily
9. Clean and sanitize public restrooms at (2) parks daily
10. Weed and maintain flower beds city wide

Key highlights this month:

1. Prepare and set up facilities for rentals
2. Trim Trees at Memorial Park
3. Start installation of Christmas Lights
4. Reconstruction of 288 flower beds

Parks



Key Activities

Building Maintenance Division

Under the direction of the Public Works Superintendent, this division provides services to the community by conducting preventative maintenance and repairs on all city property and buildings.

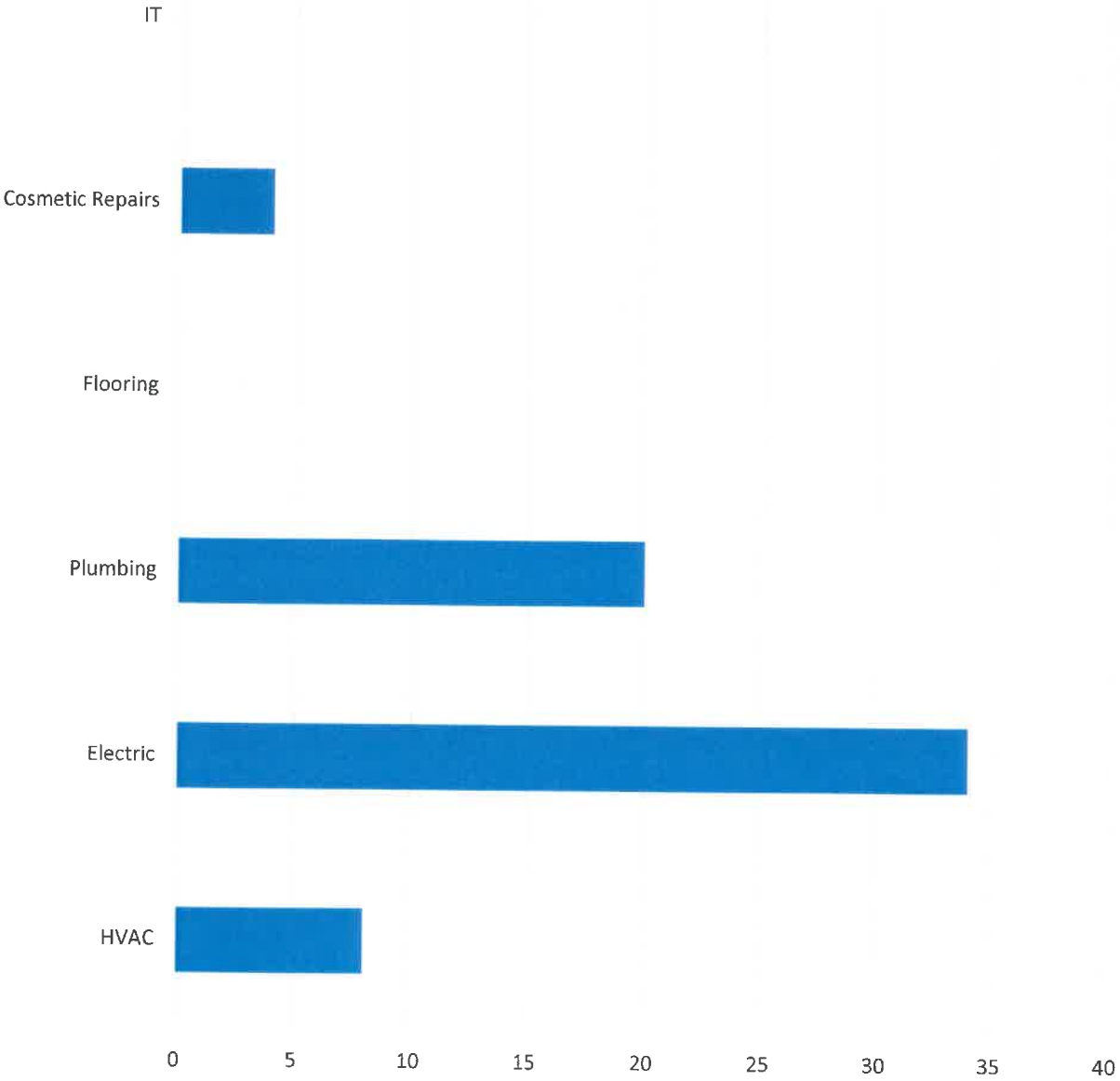
Activities this month:

1. c/o breakers for lights at 288 entrance
2. Install door at city hall
3. c/o contactor on air compressor at service center
4. Repair leak in women's rest room at Riverplace
5. Install AED at City Hall, Golf Course, PD, & Rec Center
6. Repair leak in elevator at PD
7. Change breakers for lighting @ FMP
8. Repair smoke detectors at Riverplace
9. Pull new wires for lighting at FMP
10. Repair leak in restroom at FCH
11. Change breaker for Sauna at Rec Center
12. Repair leak in men's restroom at PD
13. Repair damage on shelter at Arrington Park
14. Repair copper line on boiler at City Hall

Key highlights this month:

1. Preventative maintenance on chiller at PD
2. Preventative maintenance on chiller at City Hall
3. Repair leak outside of concession stand at soccer field

Building Maintenance



Key Activities

Streets Division

Under the direction of the Streets Supervisor, this division provides street maintenance services to the community by pothole patching, curb, gutter and sidewalk repair and replacement of city streets and alleys. This division also provides sign maintenance which includes the installation and repair of roadway signs and the repair and maintenance of roadway markings within the city's right-of-way.

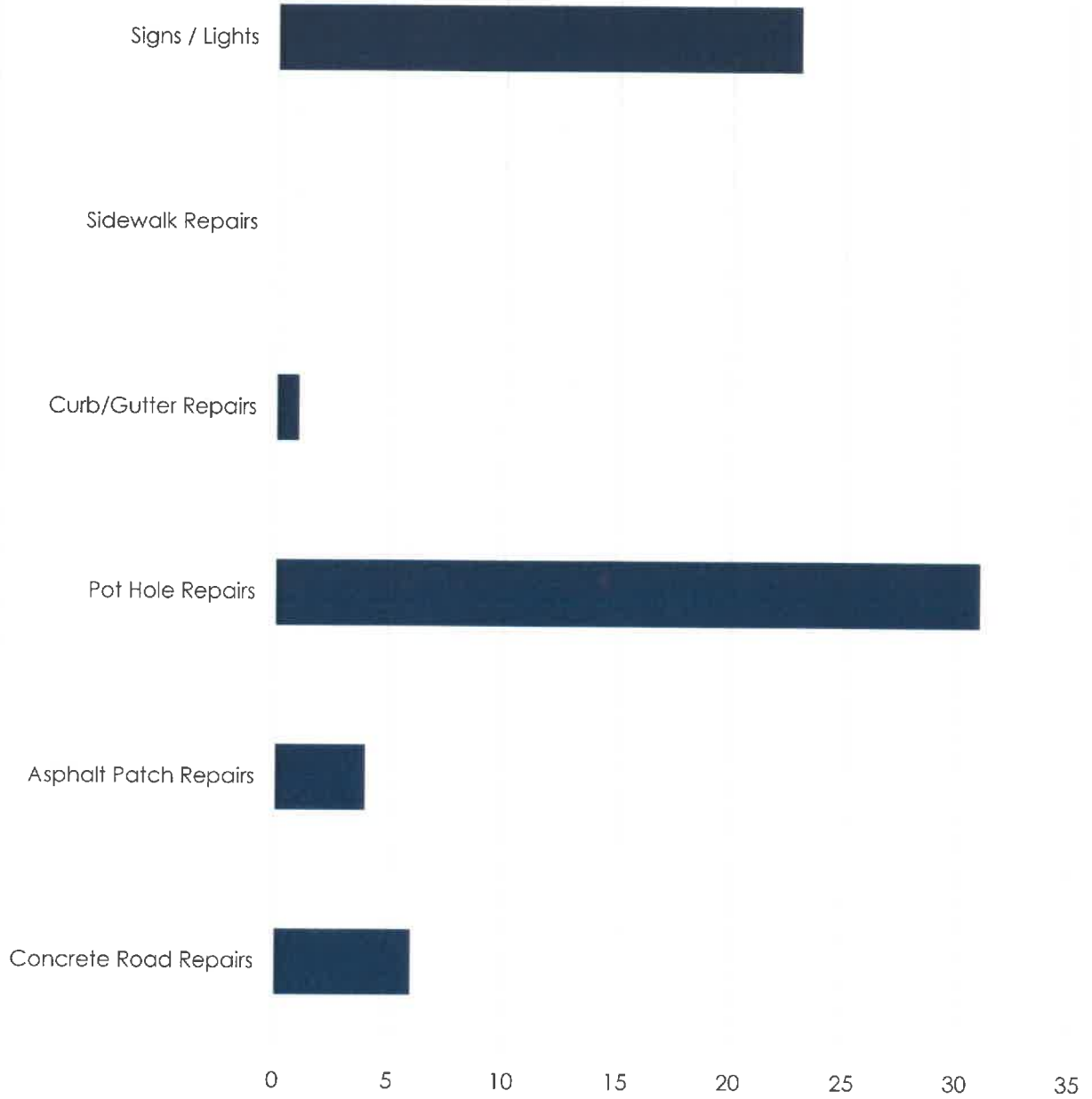
Activities this month:

1. Patch potholes citywide
2. Traffic Control for county interlocal roads
3. Trim trees City wide
4. City Wide – set out Bypass pumps
5. Concrete street repair @ 702 w. 7th
6. Make saw cuts for water line repairs by Veolia
7. Replace faded signage
8. Maintain message boards

Key highlights this month:

1. Trimming trees off city ROW

Streets



Key Activities

Drainage Division

Under the direction of the Drainage Supervisor, this division is responsible for all repairs and maintenance of the city's stormwater collection system. This division also installs new culvert piping upon customer permitting.

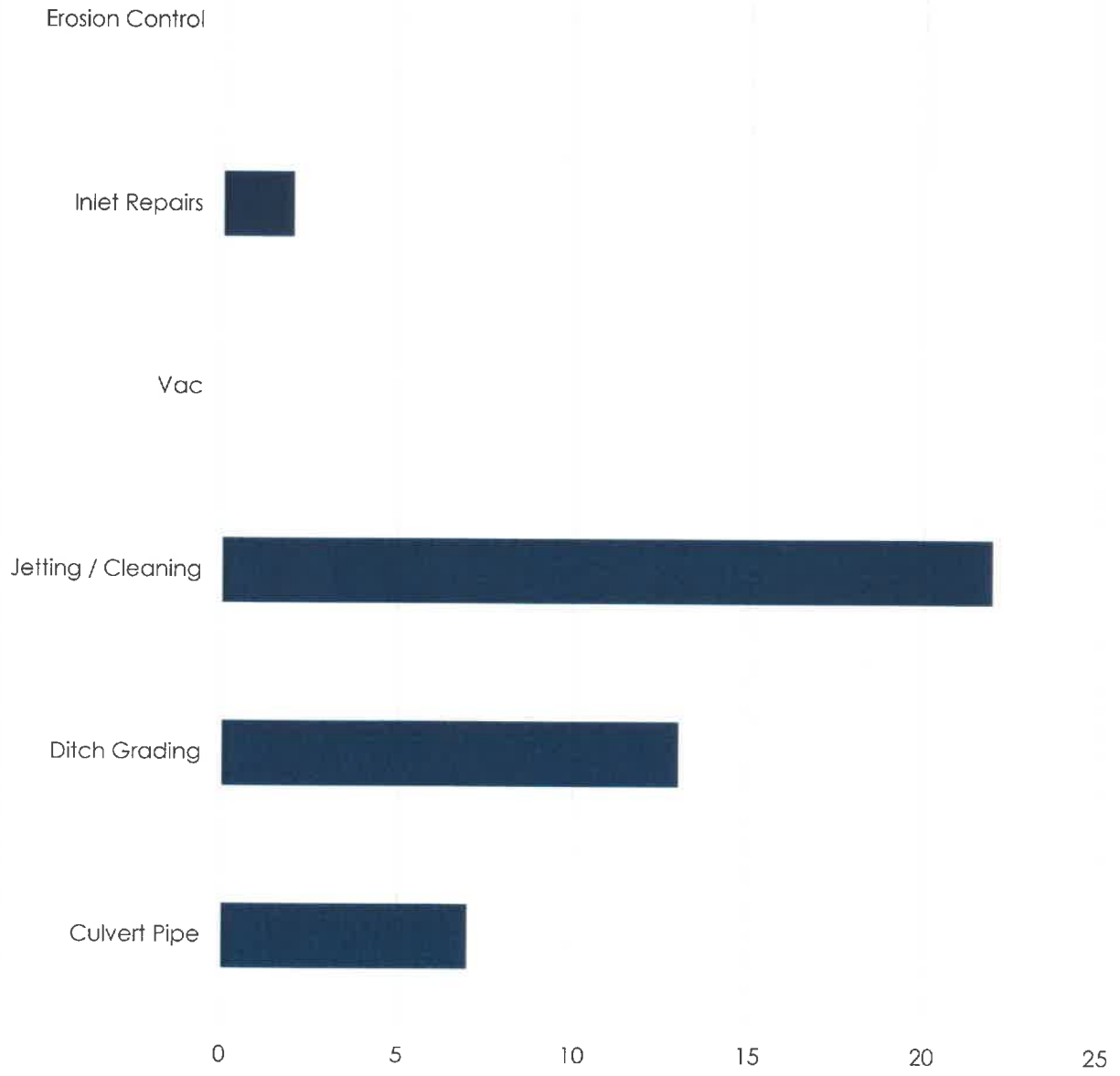
Activities this month:

1. Mow and weed eat all quadrants
2. Ward D – clean culvert piping
3. Weed control all Quadrants
4. Ave H – Grade Ditch
5. Apply weed killer to drainage areas
6. Preventative maintenance on storm water pump stations
7. Travis – Grade Ditch
8. Clean citywide storm drain inlets
9. Ave H – Grade Ditch
10. Street sweep all quadrants
11. Jones – Grade Ditch

Key highlights this month:

1. Spray all quadrants for Mosquitos (3) times per week

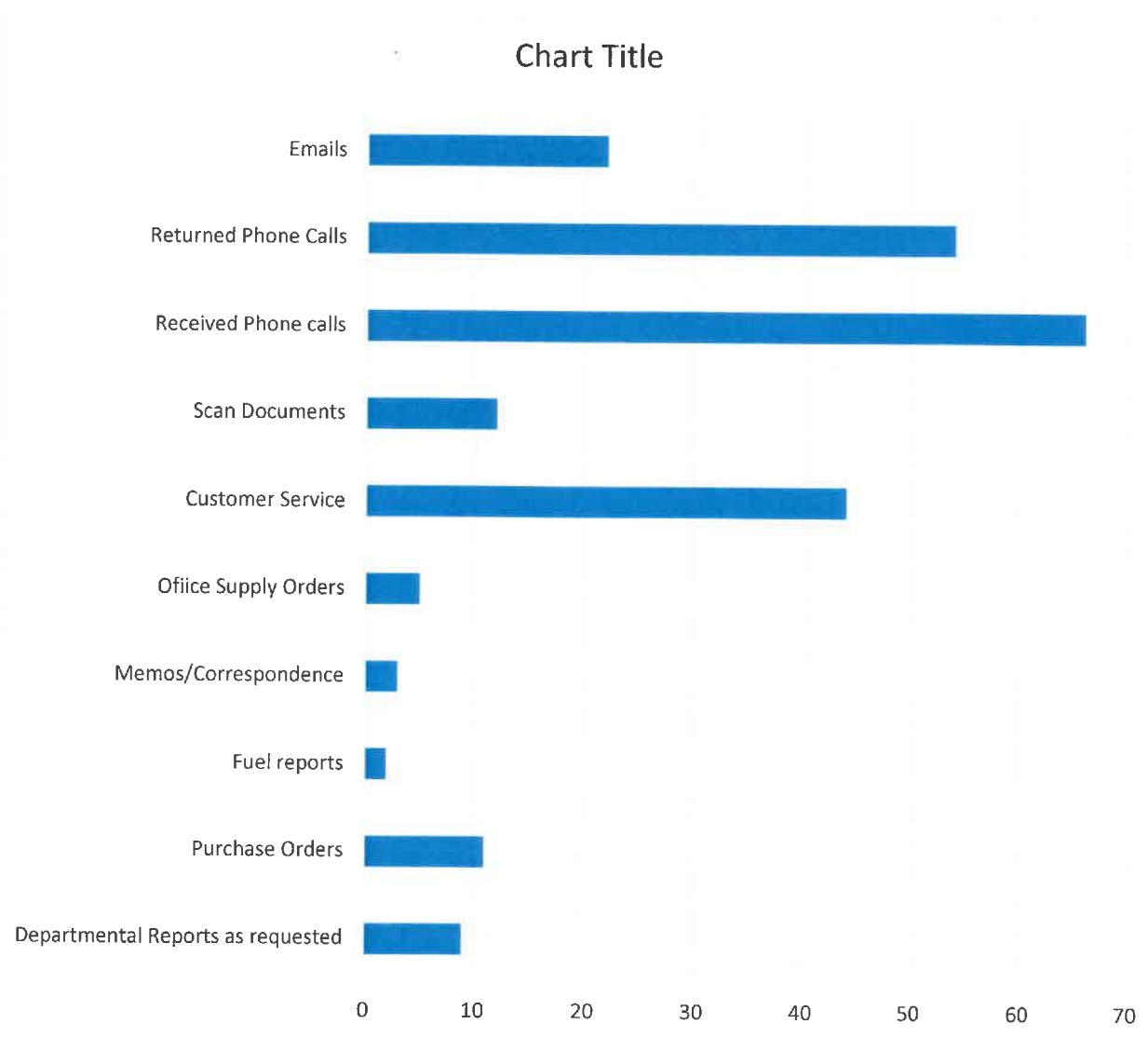
Drainage



Key Activities

Administration

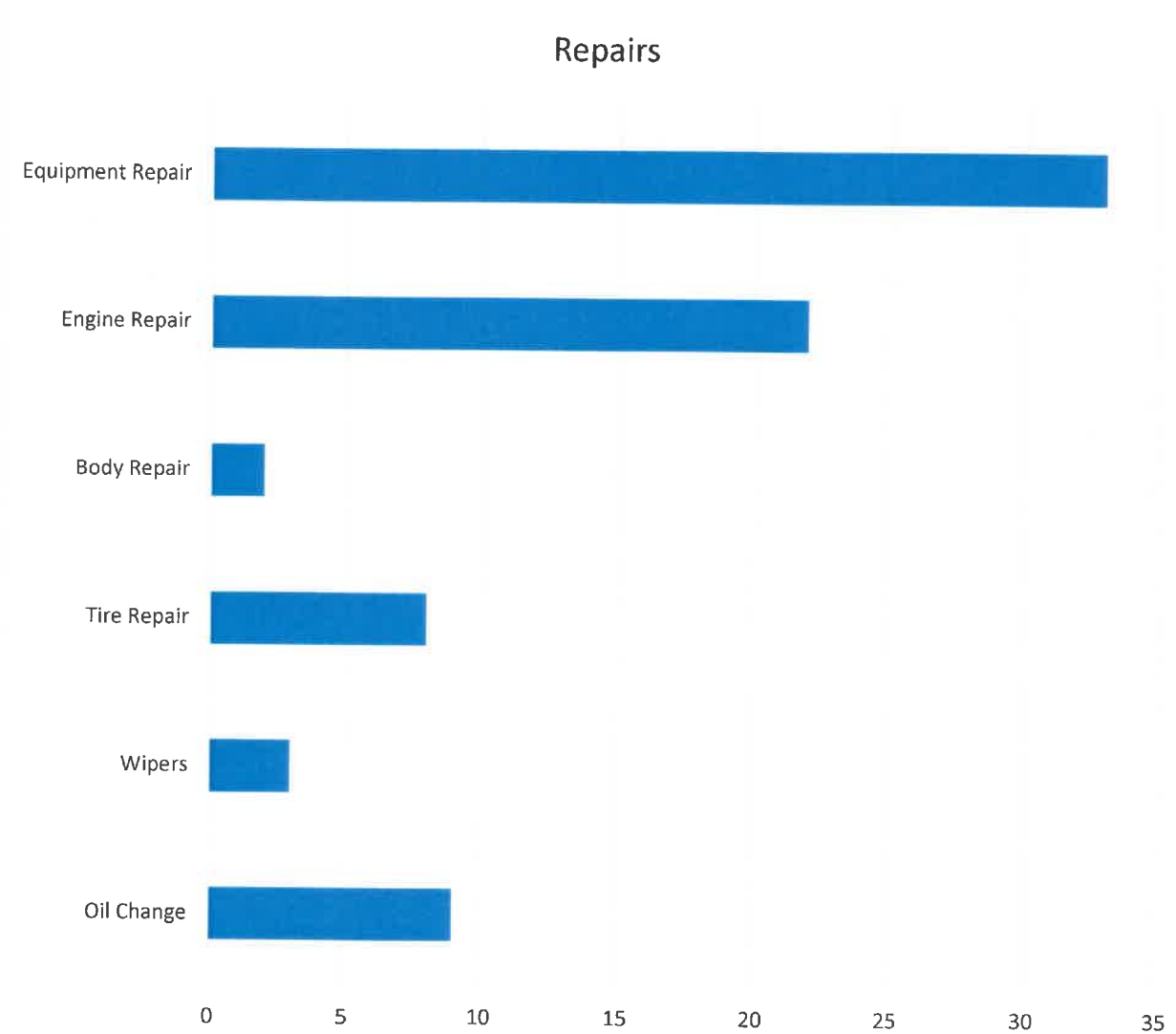
Under the direction of the Director of Public Works, this position is responsible for all customer service and administrative work for the department



Key Activities

Fleet Maintenance

Under the direction of the Director of Public Works, this division is responsible for all repairs and maintenance of the city's Fleet



Key Activities

Facilities

Under the direction of the Parks/Grounds/Facilities Supervisor, this division provides services to the community by conducting preservation and beautification of the City's Facilities, building grounds and open spaces.

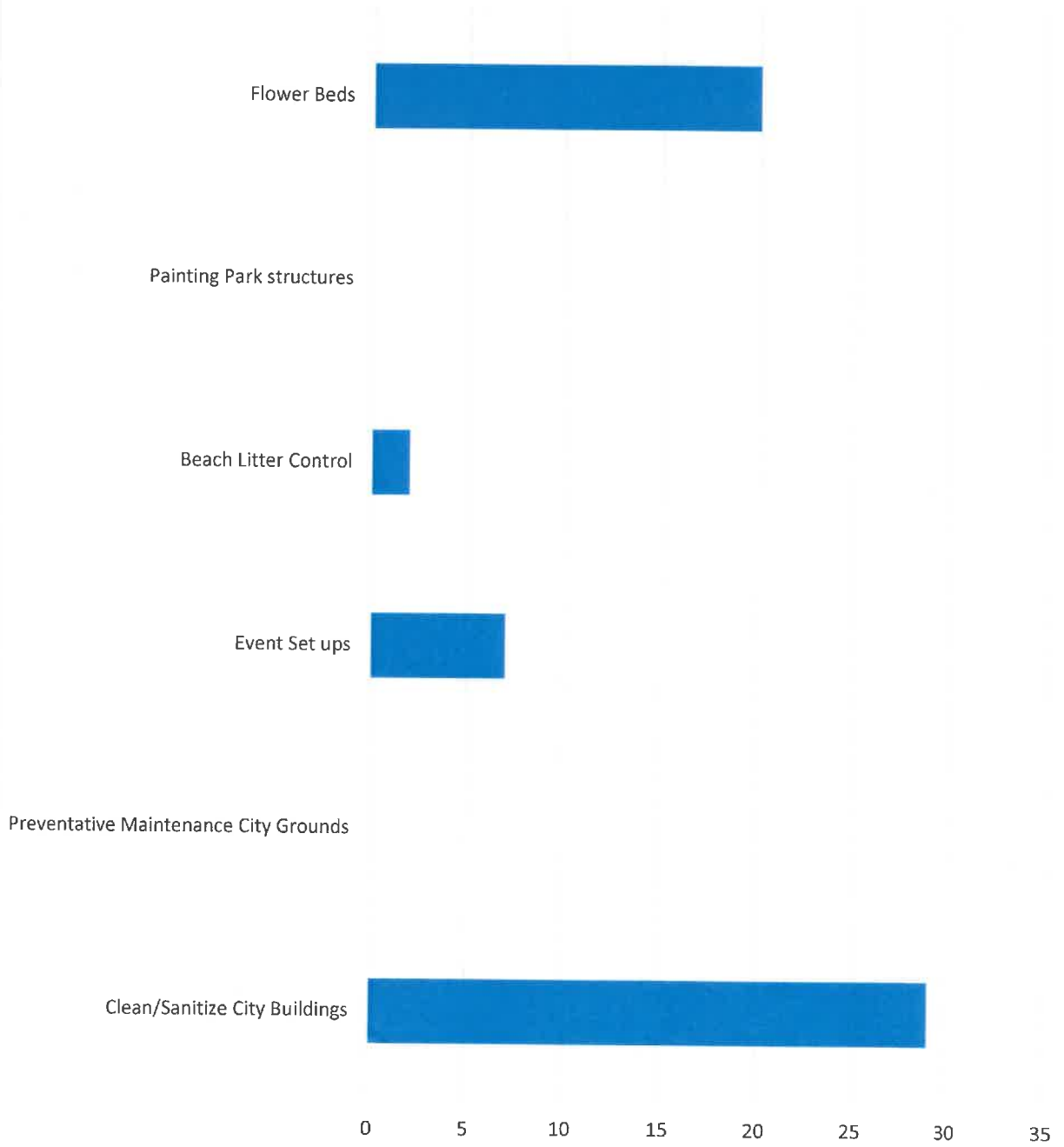
Activities this month:

1. Museum – flower bed maintenance
2. Pixie House – flower bed maintenance
3. City Wide – trim trees
4. Riverplace – flower bed maintenance
5. City Hall – flower bed maintenance
6. PD – flower bed maintenance
7. Velasco House – flower bed maintenance
8. Bryan Beach – litter control
9. Surfside Beach – litter control

Key highlights this month:

1. Facility clean/set up rentals
2. Litter Control city wide
3. Clean and sanitize all city facilities

Facilities



Projects:

1. Stop Ahead – Velasco/Ave A in progress
2. Tree trimming – public works crews are continuing to trim trees city wide
3. Storm water pump station electrical upgrade – project complete
4. County interlocal roads – Freeport is 85% complete, Bridge Harbor 80% complete
5. Ave A pump station pump – pump rebuild and install complete
6. Storm water bypass pumps are in place at Ave A pump station and Velasco/Mystery Harbor – will remove this week
7. Concrete bid roads – engineer complete ready for bid
8. Continue to work on a Sidewalk replacement plan for the City.
9. Public Works building – bid packet ready the week of the 18th
10. Landing repairs – receiving quotes
11. Ordered public works trucks
12. Ordered Jet trailer/Vac trailer – 10 week delivery
13. Senior baseball field project started
14. Receiving quotes for Riverplace heating



Nov 10, 2021

Subject: Oct- 2021 Freeport Monthly Operations Report

I. Summary of work activities during the reporting month Oct - 2021

a. Safety

There were no OSHA Recordable Incidents or Lost Time Accidents

b. Collections Systems and Wastewater Treatment Plant Operations and Maintenance

3. Sanitary Sewer Overflows

a. Actual SSO's in Oct = 0

5. Customer Service Calls = 4

6. Emergency & Miscellaneous Repairs

a. Wastewater repairs = 0

b. Manhole repairs = 0

ii. Wastewater Treatment Plant Operations

1. Permit Violations – None

a. Average daily flow = 1.024 MGD

b. Max daily flow = 3.504 MGD

c. Max permitted 2 hr. Peak daily flow = 5555 gpm

d. Actual 2 hr. Peak daily flow = 3403 gpm

e. Influent BOD/TSS mg/l = 156.96 mg/l / 191.50 mg/l

f. Effluent BOD/TSS mg/L = 4.16 mg/l / 5.43 mg/l

i. Permit Limits for Effluent BOD/TSS mg/L = 20/20

g. Effluent Coliform = (Geometric Mean) 32 MPN

i. Permit Limits for Effluent Enterococci = (Geometric Mean) 35 MPN

h. Plant Odor complaints = 0

2. Non-standard operating conditions

a. Sludge scum collector arm is back in service and critical spare parts are in inventory.

Monthly Operations Report: October -2021

iii. Collection System Pump Station and Wastewater Treatment Plant Equipment/Facility Maintenance

1. Total preventive maintenance work orders completed = 247
2. Total corrective maintenance work orders completed = 16

3. Maintenance projects

a. Central Lift Station –

- i. Installation of New Pump #6 is complete. Vendor completed initial startup and testing. It was determined that the unit had a failed Oxygen Sensor. Unit was shut down and the replacement part was ordered. Vendor will come back on site for startup and training session once new part arrives.
- ii. Pumps 2, 3 & 5 are out for repair at Precision Pumps. They sent a couple of Reps out to evaluate the station, controls, and existing pump data to assist them in determine what caused the failures.

IV. Listing of Permit Violations

- a. None

V. Water Pump Stations & Distribution System Operations & Maintenance

- a. New Connects – 80
- b. Reconnects – 132
- c. Disconnects – 42
- d. Off for Nonpayment – 270
- e. Off & Lock – 40
- f. Rereads – 107
- g. Repaired water leaks on City Lines – 4
- h. Customer Leaks – 2
- i. Replaced Meters – 2
- j. Pulled Meters – 1
- k. New water taps – 0
- l. Hung Tags – 0
- m. Replaced service Lines – 1
- n. Replaced water meter valves – 0

VI. New Hydrants Installed – 3

- a. Ash & West 4th

Monthly Operations Report: October -2021

- b. North Velasco – Between Ave I & J
 - c. End of Marlin Ave
- VII. Other work:
- a. Main Extension completed on Marlin Ave