



**AGENDA
REGULAR MEETING
FREEPORT CITY COUNCIL
MONDAY, MARCH 23, 2020 at 6:00 P.M.**

Mayor:
Brooks Bass

Council Members:
Ken Green
Jerry Cain
Sandra Loeza
Roy Yates

City Manager:
Timothy Kelty

THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, WILL MEET ON MONDAY, THE 23RD DAY OF MARCH 2020, AT 6:00 P.M., AT THE FREEPORT POLICE DEPARTMENT, MUNICIPAL COURT ROOM, 430 NORTH BRAZOSPORT BOULEVARD, FREEPORT TEXAS

BECAUSE OF THE PUBLIC HEALTH THREAT, THE MEETING WILL BE CLOSED TO ATTENDANCE IN PERSON BY THE GENERAL PUBLIC. THE GENERAL PUBLIC MAY JOIN THE PUBLIC MEETING REMOTELY BY TELECONFERENCE BY DIALING:

1-425-436-6312 AND USING ACCESS CODE 397145

OR

AUDIO VISUAL CONFERENCE CALL USING:

PCs, Macs®, Chromebooks™, iOS and Android™ phones and tablets.

For users wanting to view and listen to the council meeting via a web browser go to

https://join.freeconferencecall.com/freeporttx_city_council

enter access code 397145 and the online meeting code is freeporttx city council.

OR

Visit the App Store or Google Play to download FreeConferenceCall. Enter the phone number, access code and online code listed above to view the meeting.

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. *Note*, comments must be submitted electronically, and must include name and address 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.

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 Any item requiring additional discussion may be withdrawn from the Consent Agenda by the Mayor, Councilmember or City Manager, and acted upon separately.

1. Consideration and possible action on the approval of City Council meeting minutes from March 2, 2020. **(Wells)**
2. Consideration of approving agreement for specialized professional ambulance billing services with Emergicon for Freeport EMS. **(Motley)**
3. Consideration of approving the renewal of the Hurricane Response Monitoring Contract. **(Motley)**

REGULAR SESSION:

4. Discussion and consideration regarding authorizing the City Manager to secure an electricity contract. **(Russell)**
5. Consideration and possible action to approve Ordinance No. 2020-2599 an ordinance ratifying, affirming and extending the Declaration of Disaster and Public Health Emergency for the City of Freeport. **(Kelty)**
6. Consideration of approving Freese and Nichols Engineering for authorization for Bryan Mound Sewer. **(Kelty)**

WORK SESSION:

7. **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 Green Ward A announcements and comments.
 - C. Councilman Cain Ward B announcements and comments.
 - D. Councilwoman Loeza Ward C announcements and comments.
 - E. Councilman Yates 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:

- 8. Executive Session regarding a.) economic development (Projects 2019-2 and 2019-3) Government Code Annotated, Chapter 551, Sections 551.087.

COUNCIL BUSINESS – REGULAR SESSION:

ADJOURNMENT:

- 9. 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, 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, March 2, 2020 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 Jerry Cain
- Councilman Ken Green
- Councilwoman Sandra Loeza
- Councilman Roy E. Yates

Staff:

- Tim Kelty, City Manager
- Stephanie Russell, Assistant City Manager
- Betty Wells, City Secretary
- Chris Duncan, City Attorney
- Brenda Miller-Ferguson, Human Resource Director
- Brian Dybala, Freeport Golf Course Director
- LeAnn Strahan, Freeport Destination Director
- Courtland Holman, Freeport EDC Director
- Ray Garivey, Freeport Police Department Chief
- David Fernandez, Freeport Police Department Officer
- Billy Shoemaker, Code/Permit Director

Visitors:

Melanie Oldham	John Jasso
Mario Muraira	David Towers
Nicole Mireles	Sam Reyna
Keith Stumbaugh	Edmeryl Williams
Angie Williams	Ruben Jasso
Bob Koole	Jeff Pena
Marinell Music	Shane Pirtle
Sandra Leavy	Betty Page
Mario Muraira	David Towers
Desiree Pearson	Tommy Pearson
Denise Leitch	Bill Leitch
Jessie Parker	Tim Warren
Nicolos Irene	Larry Fansher
Eric Hayes	Donna Hayes
Kenny Hayes	Darlene Wier
Bob Casale	Ruben Renabato

Call to order.

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

Citizen's Comments

Larry Fansher spoke to council regarding the Charter Election Amendment for Terms of Office. He said that the wording on the charter amendment could cause confusion and disagreements in the future. Mr. Fansher said if a person is going to run for a position then this person should have the knowledge of how a Council Meeting is run, and not just learning on the job.

Shane Pirtle with Port Freeport spoke to council about the East End projects. Mr. Pirtle said that Port Freeport has purchased 272 properties out of about 350 lots. Thirty-eight of these have been swapped homes for the properties. There are about twelve homestead properties remaining and Port Freeport is working with eight of these, to help relocate. Mr. Pirtle said that they are offering above market prices on these properties. Mr. Pirtle said that Port Freeport is doing their best to be ethical and compassionate with the residents and property owners. Mr. Pirtle said that the minutes from the last council meeting he read that there were some issues in some of the homes on 9th Street. Mr. Pirtle said that he nor commissioners have heard of any problems. And if there is a problem to contact him, or the staff. Nicole Mireles asked who did the inspections on the homes? Mr. Pirtle said the City of Freeport.

Kenny Hayes asked about the accident that the First Responder was involved in this morning. City Manager Tim Kelty said that the accident occurred at Cherry and Broad Street. The First Responder was t-boned, she was taken to the hospital and has been released. Mr. Hayes also asked what the update is on the pumps? Mayor Bass said that we are proceeding with the electrical

Nicole Mireles said that she keeps hearing reports from council members talking about possible code violations. She asked why the code officers not out in the community seeing this? City Manager said that the code officers are out and there are several cases being prosecuted at any given time. Nicole Mireles said a lot of this problem has been out there a long time.

Jeff Pena said regarding the accident this morning, is there any precautionary measures that will be taken such as signs, or speed bumps? He said this seems to be a boulevard of fast track oversized vehicles. City Manager Tim Kelty said that he has not looked at the accident report yet, but he will be assessing this.

Merinell Music said that she and other business owners in downtown Freeport have heard that a funeral home is going to request a variance to put funeral home in the heart of downtown. Ms. Music said her opinion is this is something we do not need downtown. Mr. Kelty City Manager said that the only option that the funeral home has is to apply for a variance through the Board of Adjustments, and no variance application has been filed.

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

Presentation from John Jasso, Chairman of the Brazoria County Veterans Steering Committee, for the 2020 Veterans Day Parade.

John Jasso, Chairman of the Brazoria County Veterans Steering Committee presented to council the Veterans Day Parade for 2020. He said that this is the twenty-second year and it will be celebrated here in the City of Freeport on Wednesday November 11, 2020. The parade will start at 11:00 A.M.

Presentation of the Police Department Annual Traffic Contact Report for the year of 2019.

Freeport Police Chief Raymond Garivey presented to council the Annual Traffic Contact report for the year of 2019.

Proclamation/Declaration of March as Bleeding Disorders Awareness Month.

Mayor Brooks Bass read the proclamation of the City of Freeport proclaiming that March 2020 as Bleeding Disorder Awareness Month.

REGULAR SESSION

Consideration and possible action on the approval of City Council meeting minutes from February 18, 2020.

On a motion by Councilwoman Loeza, seconded by Councilman Cain, with all present voting "Aye", Council unanimously approved the meeting minutes from February 18, 2020.

Review, Discussion and Possible Action Regarding Ethics Ordinance 2019-2567 and proposed Resolution No. 2020-2620.

City Manager Tim Kelty presented to council the proposed Resolution for the annual renewal of the City of Freeport Ethics Ordinance No. 2019-2567. Mr. Kelty said this Ordinance was adopted last year which guides the actions of council and staff and all appointed boards. Mr. Kelty said that this ordinance lays out specific ethical expectations for all individuals involved in Freeport Local Government.

On a motion by Councilman Green, seconded by Councilwoman Loeza, with all present voting "Aye", Council unanimously approved proposed Resolution No. 2020-2620 maintaining Ordinance No. 2019-2567 for the City's ethics policy.

Consideration and possible action approving proposal for repairs to the Recreation Center Pool.

Freeport Destination Director, LeAnn Strahan and Freeport Recreation Center Supervisor, Jonathan Phillips along with Tim Warren with Progressive Commercial Aquatics, Inc. presented to council the proposal from Progressive Commercial Aquatics, Inc. for the repairs on the Recreation Center pool. It was presented that the pool has had maintenance issues regarding the fiberglass surface flaking for several years now. These flakes are very sharp and can be a hazard to guest in the pool. The proposed amount to repair the pool is \$73,975.00. Staff anticipates the cost of this repair is in the Recreation Centers budget for this year, without affecting any of the approved capital projects. Mayor Bass asked how long it will take to have the work completed on the pool? Mr. Warren said around 45 days. Councilwoman Loeza said this work is something that must be done. Mr. Warren said yes, this is a hazard, and someone can get hurt. The Quartzscapes Plaster will have a warranty of 10 years, and the Delamination/Pop-Ups will have a 3-year warranty. This warranty will be valid with proper water chemistry.

On a motion by Councilwoman Loeza, for \$73,975.00, seconded by Councilman Green with all present voting "Aye", Council unanimously approved the proposal for repairs to the Recreation Center Pool.

Discussion and direction regarding Sales Tax Overpayment and Repayment options.

Assistant City Manager, Stephanie Russell, presented to council the payback agreement with the Texas Comptroller of Public Accounts. Ms. Russell said that the city received a letter from the Comptroller notifying the City that we were overpaid in sales tax, in the amount of \$533,636.43. This is from a filed refund claim by a taxpayer. Ms. Russell said that this happens by a taxpayer who goes ahead and pays the tax that they know will be exempt, but this keeps the taxpayer from being penalized from not paying the taxes. Ms. Russell is recommending that the city enter into a 29-month payback agreement with the Texas Comptroller. Mayor Bass asked if there is anyway knowing who the company is? Ms. Russell said that she did ask the Comptroller and she was not told. Mayor Bass asked how can we prevent this from happening again? Ms. Russell said that we cannot prevent this from happening. Mayor Bass asked if there was an accounting for this, or just the letter. Ms. Russell said that the letter is all that she received. Mayor Bass said that he would like to have a little more information, and asked Ms. Russell to try and get more information on the amount that is due. Mayor Bass said that he would like to table this item until the next council meeting on March 16, 2020.

Consider awarding Competitive Sealed Bid (CSB) #2002, Annual Fuel Contract, to Petroleum Traders Corporation.

Assistant City Manager, Stephanie Russell presented to council the bid from Petroleum Traders Corporation. The city went out for bids in February 2020 and received six bids, Petroleum Traders Corporation, Jaguar Fueling Services, LLS. Champion Fuel Solutions, Gold Star Petroleum, Sun Coast Resources, Inc., and Midtex Oil. The lowest bid was with Petroleum Traders Corporation. Ms. Russell said that staff recommends awarding the Competitive Sealed Bid to Petroleum Traders Corporation.

On a motion by Councilman Yates, seconded by Councilman Green with all present voting "Aye", Council unanimously approved the Annual Fuel Contract, to Petroleum Traders Corporation.

Consideration and possible action regarding Resolution No. 2020-2621 authorizing the City Manager to submit an application to Edward Byrne Memorial Justice Assistant Grant Program, for a radio console upgrade.

Freeport Police Chief, Raymond Garivey presented to council Resolution No. 2020-2621 authorizing the City Manager to submit an application to Edward Byrne Memorial Justice Assistant Grant Program. This grant is to partially fund the purchase, installation and replacement of the radio dispatching system.

On a motion by Councilman Yates, seconded by Councilwoman Loeza with all present voting "Aye", Council unanimously approved Resolution No. 2020-2621 authorizing the City Manager to submit an application to Edward Byrne Memorial Justice Assistant Grant Program, for a radio console upgrade.

Consideration and possible action on Resolution No.2020-2622 amending the master fee schedule for the Code & Permit Department.

Building/Code Department Director, Billy Shoemaker presented to council Resolution No. 2020-2622 to amend the Master Fee Schedule. Mr. Shoemaker said that the Building Department has identified issues that require some changes and clarifications to the fee schedule. Mr. Shoemaker said that State House

Bill 852 changed with no time to adjust the way that we did our fee schedule. He said that with this amendment, most of these rates will bring our permit fees down. Mr. Shoemaker said that there are a few line item corrections and clarifications as well in this amendment. City Manager Tim Kelty said that previously we based our permit fees on the value of the improvement being made. This is what the Legislature said we can no longer do. Now instead of the valuation, we use the square footage assessment. Councilwoman Loeza asked if the city stays pretty close to what another city charge? Mr. Shoemaker said yes that the City of Lake Jackson is using the same .45 cents per square foot for commercial, and there are no changes to the residential. Jeff Pena said that Freeport is unique, and we are trying to grow, trying to develop new businesses, and attract new businesses. Will this stand in the way of incentivizing new businesses? Mr. Shoemaker said that he feels this will help, we are reducing the rate on commercial permit fees. Nicole Mireles asked after you give the permit fee, do you go back and raise the fee amount? Mr. Shoemaker said no.

On a motion by Councilman Yates, seconded by Councilman Cain with all present voting "Aye", Council unanimously approved Resolution No.2020-2622 amending the master fee schedule for the Code & Permit Department.

WORK SESSION:

Mayor Bass said that the new Public Works Director will begin on March 23, 2020. He said that the city has a punch list of things we want taken care of. The Mayor encouraged the residents of Freeport to notify the council of the things they would like taken care of. But to remember it will take time to get things taken care of, but a list will help the new Public Works Director to get things taken care of.

Councilman Green said that he has had citizens speak to him about situations that need to be taken care of. He said just to communicate the problem, and the problem can then be addressed and taken care of.

Councilman Cain said that he was confronted by different residents in the city about possible code violations at homes. Mr. Cain said one address is on 10th Street, he said the yard has knee deep clover. Councilman Cain also said that on the corner of 6th Street and Yaupon there is a house that has a boat and 18-wheeler that appears to not have been moved for some time. Councilman Cain said that he has noticed a lot of houses that are doing a lot of improvements, but there is also a lot of dead vehicles sitting in backyards, and a lot of houses where the backyards are full of junk. Mr. Cain said that the alley way of 119 Broad there is a jet ski carcass that someone threw over the fence and it is just sitting there. Mr. Cain said that he would encourage neighbors to help each other to clean up and maintain their property. And if we need to get the city involved then that is what we will have to do.

Councilwoman Loeza said that she noticed this morning that repairs have started on Victoria Street, she asked if the accident that occurred this morning was it because of the road not wide enough? Mr. Kelty said the road is the same width that is was, what happened it that the crane got off the road and sunk down, and then turned over. Mr. Kelty said that he has asked them to come back in the eighteen-inch trench and fill with compacted select fill along the edge of both sides. Councilwoman Loeza said that she is still seeing vehicles sitting in yards that aren't being used. She also said the new builds behind April's Furniture, the ditches are not flowing, the water is just sitting there. Councilwoman Loeza said it is nice seeing all the new houses coming up.

Councilman Yates said that there is a house by him, and the yard is full of junk.

City Manager Tim Kelty said that he attended the TCMA conference, he said that Chief Garivey was a featured speaker on Thursday morning and was very well received. Mr. Kelty said that evaluations for

city employees are being done. He said that directors are working on strategic planning and will be coming to council in the next couple of months.

Update on reports / concerns from Department heads

Brian Dybala said that Golf Course is back on track, January was a slow month but made up for it in February.

Open session was closed at 7:26 pm and Council entered into Executive Session.

CLOSED SESSION:

Executive Session regarding a.) economic development (Projects 2019-2 and 2019-3) and b. Attorney Consultation (Possible Litigation) and, c. Deliberation about Real Property (Project 2020-1) in accordance with Vernon's Texas Government Code Annotated, Chapter 551, Sections 551.071, 551.072, and 551.087.

No action taken.

REGULAR SESSION

Mayor Brooks Bass opened regular session at 8:04 P.M.

Adjourn

On a motion by Councilwoman Loeza, seconded by Councilman Cain, with all present voting "Aye", Mayor Brooks Bass adjourned the meeting at 8:04 PM.

Mayor, Brooks Bass
City of Freeport, Texas

City Secretary, Betty Wells
City of Freeport, Texas



City Council Agenda Item # 2

Title: Agreement for Specialized Professional Ambulance Billing Services.

Date: 03/23/2020

From: Christopher D. Motley, Fire Chief

Staff Recommendation: Staff recommends approving the Agreement for Specialized Professional Ambulance Billing Services and Addendum for the Ambulance Supplement payment program (TASPP). The recommendation is to authorize the City Manager, Tim Kelty, to sign the agreement.

Item Summary: This agreement is an addendum to the existing contract. City of Freeport has been working with Emerigcon, LLC since 2014. Emerigcon, LLC provides additional services to the department in revenue collection such as Texas Ambulance Supplement Payment Program (TASPP).

Background Information: The Freeport Fire & EMS Department bills for its emergency medical services. The department has outsourced billing services since 1999. The billing for EMS services provides funding for half of the existing firefighter/medics. Emerigcon and the Department has voluntarily participated in the TASPP program (grant) over the last three years bringing in an additional \$282,000.00. Emerigcon has been keeping current with Medicare and Medicaid rules and updates.

Operationally, Emerigcon, LLC services has greatly improved the department's services with the utilization of electronic patient reporting and billing software. Their staff is currently working with the department to increase our billing return on Medicare and Medicaid patients and motor vehicle accident patients. Additional services provided by Emerigcon, LLC is collections of nonpayment. At this time, the Department does not utilize this option.

Special Considerations: None

Financial Impact: No financial impact to City. The Emerigcon, LLC is compensated from the 12% of the amount collected for the TASSP. These fees are paid prior to the City receiving its deposit.

Board or 3rd Party recommendation: None

Supporting Documentation: Addendum for Ambulance Supplement payment program

**ADDENDUM
for
AMBULANCE SUPPLEMENTAL PAYMENT PROGRAM**

This addendum is entered into as of 01/01/2020 between City of Freeport and Emergicon LLC, with a principal place of business at 709 W Broad St Suite 100 Forney, Tx 75126. The statement of work will be changed as follows:

ADDITION TO STATEMENT OF WORK

Emergicon and Public Consulting Group, Inc. ("PCG" or "CONTRACTOR") will work with City of Freeport to analyze and report costs that will allow City of Freeport to realize revenue related to the Ambulance Supplemental Payment Program as administered by Texas Health and Human Services Commission (HHSC).

CONTRACTOR's services will include:

- Providing support to Emergicon and City of Freeport to prepare and submit application request on behalf of City of Freeport to secure eligibility to participate in the Ambulance Supplemental Payment Program.
- Conducting webinar trainings and providing helpdesk support including full email and phone support to assist City of Freeport in preparation of cost report.
- Conducting comprehensive analysis of the billing reports provided by Emergicon, ensuring that key data elements such as dates of service, procedure codes, charges and payments related to Medicaid Fee-for-service, Medicaid Managed Care, and Uninsured are screened and accurately accounted for in the cost report.
- Preparing annual cost reports on behalf of City of Freeport utilizing web-based application in order to allow City of Freeport to realize incremental revenue under the Ambulance Supplemental Payment Program.
- Providing Medicaid subject matter expertise and representation during the HHSC review and approval of the submitted cost reports.
- Drafting responses, providing supporting documentation, and working with Emergicon to conduct comprehensive billing reconciliations as required during HHSC desk review processes.
- Working with City of Freeport to present updates and status reports to community stakeholders, as necessary, to help educate and inform them on the progress of this initiative.

- Acting as a liaison between HHSC and City of Freeport to address any questions and keep the clients informed on changes in state and federal regulations.

CONTRACTOR will work closely with Emergicon and City of Freeport throughout the cost reporting implementation process and will require regular contact with operational and financial staff from City of Freeport.

COMPENSATION & TERM

This agreement shall remain in effect through the end of the cost reporting cycle, including cost report preparation and subsequent payment from the State of Texas for Federal Fiscal Year 2019. Emergicon and CONTRACTOR will provide the Contracted Services for the cost reporting period for Federal Fiscal Year 2019 (October 1, 2018 – September 30, 2019), unless this Agreement is terminated earlier or extended by written agreement of the parties. Unless otherwise specified by City of Freeport or Emergicon in writing, CONTRACTOR will provide the Contracted Services for the full duration of this Agreement.

All revenue due to City of Freeport from the Ambulance Supplemental Payment Program shall be paid in full directly to the City of Freeport from the State of Texas (“payer”). Within 30 days after the City of Freeport receives payment from payer, Emergicon will invoice the City of Freeport in full for all professional services performed by PCG and Emergicon for the City of Freeport to realize revenue from the Ambulance Supplemental Payment Program. **City of Freeport shall pay Emergicon for services performed by Emergicon and PCG a total fee of 12% of the total revenue collected by the City of Freeport from the Ambulance Supplemental Payment Program for Fiscal Year 2019 (October 1, 2018 – September 30, 2019).**

AUTHORITY to SIGN


Each party represents that: (a) it has the authority to enter into this AGREEMENT; and (b) that the individual signing this AGREEMENT on its behalf is authorized to do so.

FOR City of Freeport:

Representative, Title

Date

FOR EMERGICON, LLC:



Christopher Turner, President & CEO

Date



City Council Agenda Item # 3

Title: Renewal of Disaster and/or Storm Monitoring Services

Date: 03/23/2020

From: Christopher D. Motley, Fire Chief

Staff Recommendation: Staff recommends approving the renewal agreement with Rostan Solutions LLC for Disaster and/or Storm Monitoring Services. Second recommendation is to authorize the Mayor to sign the agreement.

Item Summary: This contract is utilized during times of declared disaster (i.e.: tropical storm or hurricane) that has been determined that the cleanup of the aftermath is beyond the capabilities of the City of Freeport workforce.

This a preposition contract for monitoring services for documenting work activities, compliance, and services provided by the debris removal contractor.

Background Information: This is a part of the City of Freeport Hurricane response plan to have a preposition contract(s) in place before disaster.

Special Considerations: None

Financial Impact: None

Board or 3rd Party recommendation: None

Supporting Documentation: Renewal to Master Agreement

RENEWAL TO MASTER SERVICES AGREEMENT

THIS RENEWAL #1 is made and entered into this _____ day of _____, 2020 by and between the City of Freeport, TX ("CITY"), and Rostan Solutions, LLC (CONSULTANT).

WITNESSETH

WHEREAS, the CITY and CONSULTANT entered into a Master Services Agreement for All Hazards Preparedness, Planning, Consulting & Recovery Services dated August 25, 2017, and;

WHEREAS, Section 4 of the Agreement provides for the option for two (2) renewals for an additional two (2) years each, and;

WHEREAS, the CITY and CONSULTANT desire to exercise the first option to renew said Agreement.

NOW THEREFORE, in consideration of the premises and the mutual benefits which all accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually covenanted and agreed as follows:

1. The CITY exercises its option to renew this Agreement for an additional two (2) years pursuant to Section 4 of the Agreement.
2. The CONSULTANT agrees to this renewal.
3. The Agreement is hereby renewed for a two (2) year period. Pricing and all remaining terms and conditions of the Agreement not specifically amended herein shall remain in full force and effect.
4. This Renewal shall be effective beginning August 25, 2020 notwithstanding some of the Contract documents being signed on a different date. RENEWAL #1 is set to expire August 25, 2022.

IN WITNESS WHEREOF, the parties hereto have executed this renewal of this Agreement as of the date first set forth above.

ROSTAN SOLUTIONS, LLC

CITY OF FREEPORT, TX

By: _____
Name: Sam Rosania
Title: Executive Vice President
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY CITY ATTORNEY

Name: _____



City Council Agenda Item # 4

Title: Discussion and Consideration regarding authorizing the City Manager to secure an electricity contract.

Date: March 23, 2020

From: Stephanie Russell, Assistant City Manager

Staff Recommendation:

Staff recommends authorizing the City Manager to secure at least a 108-month term contract not to exceed 4.1 cents per kilowatt hour.

Item Summary:

Currently, the City has an electricity contract at a rate of \$0.0386/kWh with Engie Resources LLC, secured through the H-GAC Energy Purchasing Corporation, that expires this August. The current rate was secured back during a period of historic lows in the gas and power markets in Texas. Since then, market prices have increased and, unfortunately, the City will be entering into a new contract during the highest priced months for the market.

Background Information:

Based on market movement, and the ability to secure better pricing for a longer term, staff recommends the City secure a longer-term contract. A longer-term contract will minimize these upcoming price spikes by securing the City with a long-term fixed price. This long-term approach is what many other local governments in the region have recently done including Brazosport College, City of Pearland, Fort Bend County, City of Missouri City, City of League City, and the City of La Porte.

While the City will be working under a cooperative contract, rates change daily. Therefore; staff recommends that Council grant the City Manager the authority to secure a rate when the market is trending in the City's favor. Under the cooperative contract, Tradition Energy will be watching the markets daily and advising the City when to secure a price.

Special Considerations: N/A

Financial Impact:

The goal is to secure a rate as close to the current rate as possible to have the least financial impact.

Board or 3rd Party recommendation: N/A

Supporting Documentation: Supplier Fixed Price Comparison / Savings and Budget Analysis

Customer Information			
Customer Name:	Freeport	Phone:	979-871-0107
Contact:	Stephanie Russell	Email:	srussell@freeport.tx.us
Address:	200 W. 2nd St. Freeport, TN		
Account Information			
Utility:	Centerpoint	Estimated Volume:	4,571,940
Pricing Zone:	ERCOT_HZ_HUB	Current Rate (CR):	0.0386
Acct #s/ESI#s	112	Est. Utility Charges:	0.02606
Pricing Type:	New Request	Est. Bundled Rate:	0.06464
Current Provider:	Engie	Est. Annual Cost:	\$295,530



Energy Advisor: Bob Wooten

Direct Line: 79eqrJ8

Email: bob.wooten@traditionenergy.com

Creation Date: February 27, 2020

Supplier Fixed Price Comparison / Savings and Budget Analysis *

Terms	12 Months	36 Months	60 Months	84 Months	108/120 Months
Start Date	Aug-20	Aug-20	Aug-20	Aug-20	Aug-20
End Date	Aug-21	Aug-23	Aug-25	Aug-27	Aug-30
KWH Usage	4,571,940	13,715,820	22,859,700	32,003,580	45,719,400

Freeport	0.04796	0.04491			
Savings over CR	(\$42,885)	(\$86,821)			
Savings %	-14.5%	-9.8%			
Est. Utility Charges	0.02606	0.02606			
Est. Bundled Rate	0.07402	0.07097			
Proj. Energy Budget	\$338,415	\$973,412			
CREDIT: Pending		SWING %: 100%		PAY TERM: 20	

TXU	0.04744	0.04453	0.04453	0.04284	0.04087
Savings over CR	(\$40,507)	(\$81,609)	(\$136,015)	(\$136,335)	(\$104,697)
Savings %	-13.7%	-9.2%	-9.2%	-6.6%	-3.5%
Est. Utility Charges	0.02606	0.02606	0.02606	0.02606	0.02606
Est. Bundled Rate	0.0735	0.07059	0.07059	0.0689	0.06693
Proj. Energy Budget	\$336,038	\$968,200	\$1,613,666	\$2,205,047	\$3,059,999
CREDIT: Approved		SWING %: 25%		PAY TERM: 30	

Reliant	0.04783	0.04499	0.04317	0.04216	0.04064
Savings over CR	(\$42,290)	(\$87,918)	(\$104,926)	(\$114,573)	(\$94,182)
Savings %	-14.3%	-9.9%	-7.1%	-5.5%	-3.2%
Est. Utility Charges	0.02606	0.02606	0.02606	0.02606	0.02606
Est. Bundled Rate	0.07389	0.07105	0.06923	0.06822	0.0667
Proj. Energy Budget	\$337,821	\$974,509	\$1,582,577	\$2,183,284	\$3,049,484
CREDIT: Approved		SWING %: 25%		PAY TERM: 30	

MP2	0.04810	0.04549	0.04357	0.04211	0.0401
Savings over CR	(\$43,525)	(\$94,776)	(\$114,070)	(\$112,973)	(\$69,493)
Savings %	-14.7%	-10.7%	-7.7%	-5.5%	-2.4%
Est. Utility Charges	0.02606	0.02606	0.02606	0.02606	0.02606
Est. Bundled Rate	0.07416	0.07155	0.06963	0.06817	0.06616
Proj. Energy Budget	\$339,055	\$981,367	\$1,591,721	\$2,181,684	\$3,024,796
CREDIT: Pending		SWING %: 25%		PAY TERM: 30	

Genex	0.04839	0.04553	0.04353		
Savings over CR	(\$44,851)	(\$95,325)	(\$113,156)		
Savings %	-15.2%	-10.8%	-7.7%		
Est. Utility Charges	0.02606	0.02606	0.02606		
Est. Bundled Rate	0.07445	0.07159	0.06959		
Proj. Energy Budget	\$340,381	\$981,916	\$1,590,807		
CREDIT: Approved		SWING %: 20%		PAY TERM: 16	

Engie	0.04418	0.04293	0.04183	0.04065	0.03988
Savings over CR	(\$25,603)	(\$59,664)	(\$74,294)	(\$66,247)	(\$53,492)
Savings %	-8.7%	-6.7%	-5.0%	-3.2%	-2.0%
Est. Utility Charges	0.02606	0.02606	0.02606	0.02606	0.02606
Est. Bundled Rate	0.07024	0.06899	0.06789	0.06671	0.06594
Proj. Energy Budget	\$321,133	\$946,254	\$1,551,945	\$2,134,959	\$2,713,264
CREDIT: Pending		SWING %: 100%		PAY TERM: 20	

Constellation	0.04873	0.04500	0.04272	0.04205	
Savings over CR	(\$46,405)	(\$88,056)	(\$94,639)	(\$111,052)	
Savings %	-15.7%	-9.9%	-6.4%	-5.4%	
Est. Utility Charges	0.02606	0.02606	0.02606	0.02606	
Est. Bundled Rate	0.07479	0.07106	0.06878	0.06811	
Proj. Energy Budget	\$341,935	\$974,646	\$1,572,290	\$2,179,764	
CREDIT: Pending		SWING %: 100%		PAY TERM: 20	

***Does Not Include taxes**

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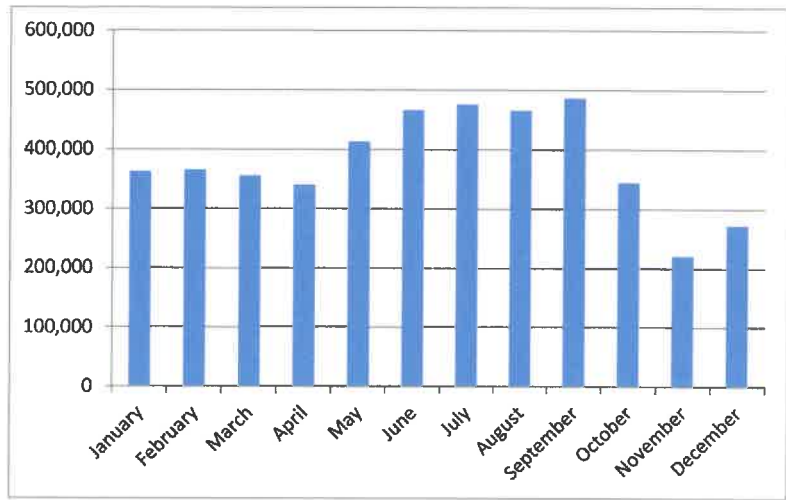
Customer Name Freeport

Annual kWh 4,571,940

No. of Accounts 112



MONTH	TOTAL (KWH)
January	362,898
February	365,562
March	356,181
April	340,480
May	413,686
June	466,039
July	476,124
August	465,852
September	486,979
October	344,607
November	221,006
December	272,526
Total	4,571,940



Account Number	Service Address	City	State	Zip	Utility / TDSP	Annual kWh	Peak kW	Load Factor
100890107672010THA7200	1102 FM 1495 RD	FREEPORT	TX	77541	Centerpoint	1,920	0	0.00%
100890107672010SHC7200	2304 SKINNER ST	FREEPORT	TX	77541	Centerpoint	2,544	0	0.00%
100890107672010SHA7200	2304 SKINNER ST	FREEPORT	TX	77541	Centerpoint	5,088	0	0.00%
100890107672010PHE7200	1102 FM 1495 RD	FREEPORT	TX	77541	Centerpoint	9,048	0	0.00%
100890107672010PHA7200	2304 SKINNER ST	FREEPORT	TX	77541	Centerpoint	2,784	0	0.00%
100890107672010LHA7200	STREETLIGHT	HOUSTON	TX	77002	Centerpoint	2,280	0	0.00%
100890107672010EMA7200	2304 SKINNER ST	FREEPORT	TX	77541	Centerpoint	1,476	0	0.00%
1008901024900922240214	317 1/3 S AVENUE A	FREEPORT	TX	77541	Centerpoint	1,908	0	0.00%
1008901024900795870114	1833 1/2 W 2ND ST	FREEPORT	TX	77541	Centerpoint	1,084	0	0.00%
1008901023900713890113	130 E BROAD ST	FREEPORT	TX	77541	Centerpoint	1,323	0	0.00%
1008901023900679210113	1702 N VELASCO BLVD A	FREEPORT	TX	77541	Centerpoint	255	3	0.97%
100890102390068010107	330 BRAZOSPORT	FREEPORT	TX	77541	Centerpoint	25,445	18	16.14%
1008901023816918730105	733 MYSTERY HARBOR LN	FREEPORT	TX	77541	Centerpoint	281,560	122	26.35%
1008901023813727530103	303 BRAZOSPORT	FREEPORT	TX	77541	Centerpoint	1,760	0	0.00%
1008901023813690060103	1104 1/2 BRAZOSPORT	FREEPORT	TX	77541	Centerpoint	0	0	0.00%
1008901023813690030103	1831 1/2 BRAZOSPORT	FREEPORT	TX	77541	Centerpoint	1,553	1	17.73%
1008901023813625110103	2232 BRAZOSPORT	FREEPORT	TX	77541	Centerpoint	6,940	2	39.61%
1008901023812945750102	803 MYSTERY HARBOR LN	FREEPORT	TX	77541	Centerpoint	43	3	0.17%
1008901023811278600100	1410 N AVENUE S A	FREEPORT	TX	77541	Centerpoint	74	1	0.84%
1008901023811249400100	830 SLAUGHTER RD #1	FREEPORT	TX	77541	Centerpoint	74,300	83	10.22%
1008901023810642240202	400 1/3 BRAZOSPORT	FREEPORT	TX	77541	Centerpoint	1,896	0	0.00%
1008901023810641950202	110 1/3 SKINNER ST	FREEPORT	TX	77541	Centerpoint	864	0	0.00%
1008901023810641630202	214 1/3 SKINNER ST	FREEPORT	TX	77541	Centerpoint	1,896	0	0.00%
1008901023809846120100	1351 PINE	FREEPORT	TX	77541	Centerpoint	1,989	1	22.71%
1008901023808465090100	1129 MARLIN LN	FREEPORT	TX	77541	Centerpoint	915	2	5.22%
1008901023806401970100	214 SKINNER ST #1	FREEPORT	TX	77541	Centerpoint	21,687	36	6.88%
1008901023805460820100	931 E FLOODGATE	FREEPORT	TX	77541	Centerpoint	989,760	198	57.06%
1008901023804474000100	731 MYSTERY HARBOR LN	FREEPORT	TX	77541	Centerpoint	16,231	12	15.44%
1008901023803472800100	1123 CHERRY ST	FREEPORT	TX	77541	Centerpoint	1,776	9	2.25%
1008901023802187950100	325 MARLIN LN	FREEPORT	TX	77541	Centerpoint	2,472	5	5.64%
1008901023802187940100	1513 E HIGHWAY 332	FREEPORT	TX	77541	Centerpoint	3,389	4	9.67%
1008901023802187920100	1605 E HIGHWAY 332	FREEPORT	TX	77541	Centerpoint	14,404	10	16.44%
1008901023802187910100	3329 E HIGHWAY 332	FREEPORT	TX	77541	Centerpoint	4,179	9	5.30%
1008901023802187900100	4227 E HIGHWAY 332	FREEPORT	TX	77541	Centerpoint	8,297	13	7.29%
1008901023802125340200	501 1/3 BRAZOSPORT	FREEPORT	TX	77541	Centerpoint	1,896	0	0.00%
1008901023802125340100	501 BRAZOSPORT	FREEPORT	TX	77541	Centerpoint	479	1	5.47%
1008901023801435090100	422 BRAZOSPORT	FREEPORT	TX	77541	Centerpoint	112,865	45	28.63%
1008901023800780930200	131 1/3 E 4TH ST	FREEPORT	TX	77541	Centerpoint	4,416	0	0.00%
1008901023800780930100	131 E 4TH ST	FREEPORT	TX	77541	Centerpoint	109,865	35	35.83%
1008901023800459480200	500 1/3 BRAZOSPORT	FREEPORT	TX	77541	Centerpoint	1,260	0	0.00%
1008901023800459480100	500 BRAZOSPORT	FREEPORT	TX	77541	Centerpoint	36,872	23	18.30%
1008901023800228910100	100 SWORDFISH LN	FREEPORT	TX	77541	Centerpoint	8,142	10	9.29%
1008901022900498750111	309 E PARK ST	FREEPORT	TX	77541	Centerpoint	17,877	19	10.74%
1008901021328307700100	1824 N AVENUE I	FREEPORT	TX	77541	Centerpoint	34,369	18	21.80%
1008901021326066050100	1303 N AVENUE O	FREEPORT	TX	77541	Centerpoint	18,310	13	16.08%
1008901021326031020100	1300 N AVENUE M	FREEPORT	TX	77541	Centerpoint	15,360	56	3.13%
1008901021325813000100	702 N AVENUE J	FREEPORT	TX	77541	Centerpoint	15,363	14	12.53%
1008901021325804800100	602 N AVENUE F	FREEPORT	TX	77541	Centerpoint	6,537	10	7.46%

1008901021325688200100	220 S AVENUE F	FREEPORT	TX	77541	Centerpoint	186,240	77	27.61%
1008901020900714580113	2301 1/2 HIGHWAY 36	FREEPORT	TX	77541	Centerpoint	1,578	1	18.02%
1008901020900714050113	1123 N AVENUE J	FREEPORT	TX	77541	Centerpoint	683	1	7.80%
1008901020900819570114	303 E PARK ST	FREEPORT	TX	77541	Centerpoint	66,723	47	16.21%
1008901020900567240112	100 W 2ND ST	FREEPORT	TX	77541	Centerpoint	726	0	0.00%
1008901020900415370210	202 1/3 E 2ND ST	FREEPORT	TX	77541	Centerpoint	6,936	0	0.00%
1008901020325671820100	226 S AVENUE I	FREEPORT	TX	77541	Centerpoint	544	3	2.07%
1008901020323645660100	402 S GULF BLVD	FREEPORT	TX	77541	Centerpoint	6,160	14	5.02%
1008901020323635680100	1205 N GULF BLVD #1	FREEPORT	TX	77541	Centerpoint	27,807	11	28.86%
1008901020323635620100	1205 N GULF BLVD #2	FREEPORT	TX	77541	Centerpoint	64,581	67	11.00%
1008901020323633320100	22 N AVENUE D #2	FREEPORT	TX	77541	Centerpoint	16,556	25	7.56%
1008901020322625460100	214 SKINNER ST	FREEPORT	TX	77541	Centerpoint	7,854	54	1.66%
1008901020322489260100	110 SKINNER ST	FREEPORT	TX	77541	Centerpoint	27,572	13	24.21%
1008901020322486120100	510 S AVENUE A	FREEPORT	TX	77541	Centerpoint	115,025	27	48.63%
1008901020322485960100	503 MYSTERY HARBOR LN	FREEPORT	TX	77541	Centerpoint	7,797	130	0.68%
1008901020322485340100	325 S AVENUE A	FREEPORT	TX	77541	Centerpoint	0	0	0.00%
1008901020322483155100	1 N AVENUE A #1	FREEPORT	TX	77541	Centerpoint	6,740	2	38.47%
1008901020322480468200	803 1/3 MYSTERY HARBOR LN	FREEPORT	TX	77541	Centerpoint	3,792	0	0.00%
1008901020322480468100	803 MYSTERY HARBOR LN	FREEPORT	TX	77541	Centerpoint	216,109	64	38.55%
1008901020322480020100	430 BRAZOSPORT	FREEPORT	TX	77541	Centerpoint	380,650	72	60.35%
1008901020322477000100	400 BRAZOSPORT	FREEPORT	TX	77541	Centerpoint	10,594	6	20.16%
1008901020322476990100	1902 W 2ND ST	FREEPORT	TX	77541	Centerpoint	4,909	15	3.74%
1008901020322486120200	510 1/3 S AVENUE A	FREEPORT	TX	77541	Centerpoint	3,792	0	0.00%
1008901020322377890100	123 SLAUGHTER RD	FREEPORT	TX	77541	Centerpoint	17,337	15	13.19%
1008901020322369500100	528 KELLEY LN	FREEPORT	TX	77541	Centerpoint	1,409	4	4.02%
1008901020322341570100	830 SLAUGHTER RD	FREEPORT	TX	77541	Centerpoint	134,365	50	30.68%
1008901020322339780100	3134 HIGHWAY 36	FREEPORT	TX	77541	Centerpoint	66,225	42	18.54%
1008901020322267200100	508 DIXIE DR	FREEPORT	TX	77541	Centerpoint	9,139	11	9.48%
1008901019322126880100	1931 W 11TH	FREEPORT	TX	77541	Centerpoint	302,609	172	20.08%
1008901019322104320100	620 YAUPON ST	FREEPORT	TX	77541	Centerpoint	7,003	13	6.15%
1008901019322093040100	1607 W 4TH ST #2	FREEPORT	TX	77541	Centerpoint	17,851	15	13.59%
1008901019321989400100	300 BRAZOS LANDING	FREEPORT	TX	77541	Centerpoint	5,766	11	5.98%
1008901019321988010200	1300 1/3 W 2ND ST	FREEPORT	TX	77541	Centerpoint	8,448	0	0.00%
1008901019321988010100	1300 W 2ND ST	FREEPORT	TX	77541	Centerpoint	9,556	6	18.18%
1008901019321987690100	1030 W 2ND ST	FREEPORT	TX	77541	Centerpoint	4,204	2	24.00%
1008901019321980470100	1002 W 5TH ST #3	FREEPORT	TX	77541	Centerpoint	24,761	21	13.46%
1008901019321972180200	1223 1/3 W 8TH ST	FREEPORT	TX	77541	Centerpoint	1,896	0	0.00%
1008901019321972180100	1223 W 8TH ST	FREEPORT	TX	77541	Centerpoint	264,087	72	41.87%
1008901019321865500100	1103 W 11TH ST #2	FREEPORT	TX	77541	Centerpoint	27,443	13	24.10%
1008901019321865118100	1100 W 11TH ST	FREEPORT	TX	77541	Centerpoint	7	0	0.00%
1008901019321854020100	1029 W 12TH ST	FREEPORT	TX	77541	Centerpoint	0	0	0.00%
1008901018321730530100	702 W BRAZOS ST	FREEPORT	TX	77541	Centerpoint	3,925	62	0.72%
1008901018321625310100	431 W 6TH	FREEPORT	TX	77541	Centerpoint	16,652	16	11.88%
1008901018321546830200	202 1/3 W 2ND ST	FREEPORT	TX	77541	Centerpoint	864	0	0.00%
1008901018321546830100	202 W 2ND ST	FREEPORT	TX	77541	Centerpoint	699,682	209	38.22%
1008901018321546750100	130 W 2ND ST	FREEPORT	TX	77541	Centerpoint	424	1	4.84%
1008901018321542100100	103 CHERRY ST #2	FREEPORT	TX	77541	Centerpoint	884	4	2.52%
1008901018321529250100	311 E PARK ST	FREEPORT	TX	77541	Centerpoint	71,083	27	30.05%
1008901018321529100100	128 E 4TH ST	FREEPORT	TX	77541	Centerpoint	4,287	12	4.08%
1008901018321529050100	12 W 4TH	FREEPORT	TX	77541	Centerpoint	13,832	14	11.28%
1008901018320431340100	500 E 4TH	FREEPORT	TX	77541	Centerpoint	925	1	10.56%
1008901018320430790100	401 E 4TH	FREEPORT	TX	77541	Centerpoint	9,619	24	4.58%
100890101002455MDA0216	2304 SKINNER ST	FREEPORT	TX	77541	Centerpoint	408	0	0.00%
100890101002454IDE0216	2304 SKINNER ST	FREEPORT	TX	77541	Centerpoint	3,456	0	0.00%
100890101002453IDA0216	2304 SKINNER ST	FREEPORT	TX	77541	Centerpoint	6,528	0	0.00%
100890101002452HDH0216	1102 FM 1495 RD	FREEPORT	TX	77541	Centerpoint	10,944	0	0.00%
100890101002451HDE0216	1102 FM 1495 RD	FREEPORT	TX	77541	Centerpoint	2,280	0	0.00%
100890101002450HDC0216	2304 SKINNER ST	FREEPORT	TX	77541	Centerpoint	7,752	0	0.00%
100890101002449HDA0216	2304 SKINNER ST	FREEPORT	TX	77541	Centerpoint	20,976	0	0.00%
100890101002448DDE0216	2304 SKINNER ST	FREEPORT	TX	77541	Centerpoint	13,260	0	0.00%
100890101002447DDA0216	1102 FM 1495 RD	FREEPORT	TX	77541	Centerpoint	73,236	0	0.00%
100890101002446CDA0216	1102 FM 1495 RD	FREEPORT	TX	77541	Centerpoint	6,528	0	0.00%
100890101002445BDE0216	1102 FM 1495 RD	FREEPORT	TX	77541	Centerpoint	384	0	0.00%
100890101002444BDA0216	2304 SKINNER ST	FREEPORT	TX	77541	Centerpoint	1,079	0	0.00%

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City Council Agenda Item # 5

Title: Consideration and possible action on Ordinance No. 2020-2599 Extending the disaster declaration issued by the Mayor on March 20, 2020; and providing a savings clause.

Date: 03/23/2020

From: Tim Kelty, City Manager

Staff Recommendation: Staff recommends approving this Ordinance.

Item Summary:

This action would extend the state of emergency in the city of Freeport proclaimed by Mayor Bass on March 20 until.

Background Information:

The Covid-19 Pandemic that has been declared by the world health organization with the number of cases across the country and in Texas increasing on a daily basis, is a serious threat to citizens. It is vital that we do everything reasonable and practicable to limit its spread.

The city has closed the Rec Center and Museum. We have canceled events at Riverplace, Heritage house and Velasco Community House, The PD and FD are taking additional precautions in their interaction with the public. City Staff have been reassigned so that public space at the city's various locations are cleaned on a regular basis multiple times a day.

On Friday night at midnight the Executive Order of the governor went into effect statewide:

- Order No. 1** In accordance with the Guidelines from the President and the CDC, every person in Texas shall avoid social gatherings in groups of more than 10 people.
- Order No. 2** In accordance with the Guidelines from the President and the CDC, people shall avoid eating or drinking at bars, restaurants, and food courts, or visiting gyms or massage parlors; provided, however, that the use of drive-thru, pickup, or delivery options is allowed and highly encouraged throughout the limited duration of this executive order.
- Order No. 3** In accordance with the Guidelines from the President and the CDC, people shall not visit nursing homes or retirement or long-term care facilities unless to provide critical assistance.
- Order No. 4** In accordance with the Guidelines from the President and the CDC, schools shall temporarily close.

Special Consideration:

This emergency declaration makes the city eligible for potential state and federal aid and reimbursement if any is made available.

This emergency declaration would remain in force until lifted by council by resolution.

Board or 3rd Party recommendation: None

Financial Impact: None.

Supporting Documentation: Emergency declaration by Mayor Bass, Ordinance

ORDINANCE NO. 2020-2599

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, EXTENDING THE DISASTER DECLARATION ISSUED BY THE MAYOR ON MARCH 20, 2020 AND PROVIDING A SAVINGS CLAUSE.

Whereas, on the 20th day of March 2020, the Mayor issued a proclamation declaring a state of disaster for a public health emergency for the City of Freeport, Texas, due to the nationally declared COVID-19 PANDEMIC; and

Whereas, the conditions necessitating the declaration of a state of disaster for a public health emergency will continue to exist for an unforeseeable time; and

Whereas, §418.108(b) of the Texas Government Code provides that a local state of disaster may not be continued for a period in excess of seven days without the consent of the governing body of the political subdivision;

Now, Therefore, Be It Ordained by the Council of the City of Freeport, Texas:

1. That the state of disaster for a public health emergency proclaimed for the City of Freeport, Texas by the Mayor on the 20th day of March 2020, shall continue until terminated by ordinance of the City Council.
2. If any provision, section, exception, subsection, paragraph, sentence, clause or phrase of this ordinance shall for any reason be held unconstitutional, void, or invalid, such invalidity shall not affect the validity of the remaining provisions of this ordinance and to this end all provisions of this ordinance are declared to be severable.

Passed and Adopted this 23th day of March, 2020, by the City Council of the City of Freeport, Texas.

Brooks Bass, Mayor
City of Freeport, Texas

ATTEST:

APPROVED AS TO FORM:

Betty Wells
City Secretary

Chris Duncan
City Attorney

STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF FREEPORT

DECLARATION OF DISASTER

WHEREAS, a novel coronavirus, now designated COVID-19, was detected in Wuhan City, Hubei Province, China, and recently been declared a global pandemic; and,

WHEREAS, there have been over 30 cases of COVID-19 confirmed in the State of Texas, including 16 in the Houston metropolitan area; and,

WHEREAS, COVID-19 is extremely contagious and extraordinary measures must be taken to contain the virus and prevent its spread throughout the City of Freeport, Brazoria County and the region, including the quarantine of individuals, groups and property, and additionally, includes compelling individuals, groups or property to undergo additional health measures that prevent or control the spread of disease; and,

WHEREAS, it is critical to take extraordinary steps to prepare for, respond to, and mitigate the spread of COVID-19 to protect the health of the residents of Freeport Texas.

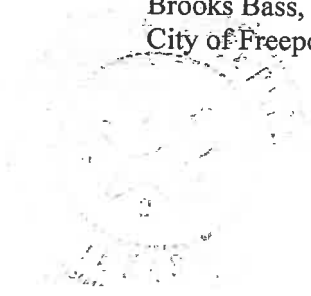
BE IT THEREFORE PROCLAIMED BY THE MAYOR OF THE CITY OF FREEPORT, TEXAS

1. That a local state of disaster is hereby declared for the City of Freeport Texas pursuant to §418.108(a) of the Texas Government Code.
2. Pursuant to §418.108(b) of the Texas Government Code, the state of disaster shall continue for a period of not more than seven days from the date of this declaration unless continued or renewed by the City Council of the City of Freeport, Texas.
3. Pursuant to §418.108(c) of the Texas Government Code, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the County Clerk.
4. Pursuant to §418.108(d) of the Texas Government Code, this declaration of a local state of disaster activates the County Emergency Management Plan adopted by the city of Freeport.
5. Pursuant to the authority granted under the laws of the State of Texas, this proclamation also authorizes the City of Freeport to take any and all further lawful actions necessary to contain, control and prevent the spread of COVID-19 in the City of Freeport.
6. That this proclamation shall take effect immediately from and after its issuance.

ORDERED this the 20th day of March, 2020.



Brooks Bass, Mayor
City of Freeport, Texas





City Council Agenda Item # 6

Title: Consideration and possible action on task authorization #9 with Freese and Nichols Engineering for the design for extension of sanitary sewer for Department of Energy at Bryan Mound.

Date: 03/23/2020

From: Tim Kelty, City Manager

Staff Recommendation: Staff recommends authorizing Freese and Nichols to move forward with this work.

Item Summary:

This action would authorize Freese and Nichols to proceed with the Design for construction of a sanitary sewer force main to serve the Bryan Mound facility operated by the Department of energy outside the city limits.

The proposed work is expected to be 90% complete within 120 days of authorization. They would prepare a 408 letter of Permission Request 90 Days after 90% Design. The cost for the effort is \$234,000.

Background Information:

Freese and Nichols, Inc. (FNI) will design a force main to provide wastewater service to the Department of Energy (DOE) Bryan Mound Facility south of Freeport. This force main is anticipated to be a 4-inch diameter PVC or HDPE pipe installed by trenchless construction parallel to the existing federal levee along the Brazos River from the DOE facility to the existing City of Freeport Wastewater Treatment Plant (WWTP). This scope includes the environmental and federal permitting required for this project.

Last year Council approved an agreement with the DOE to allow for the design and construction of a sewer main to serve the Bryan Mound facility. Under that agreement DOE will reimburse the city 100% of the cost of all Engineering Design/ROW/ and construction. We also authorized F&N to conduct preliminary engineering (completed). Under the terms of the agreement, DOE will evaluate the costs at each step, and may suspend the agreement at any time, paying only those costs that have been incurred by the city.

They have reviewed the preliminary engineering costs, and the costs associated with this engineering agreement, and have authorized us to proceed. Once the design is complete they

will need to authorize proceeding to the bidding phase of the contract. Once bids are received they will be considered by DOE before being acted upon by City Council.

At each step in the process the city is protected from incurring expenses that would not be reimbursed by DOE.

Special Consideration:

Once completed this project will provide additional revenue to the City utilities.

Board or 3rd Party recommendation: This council action would be consistent with previous action taken by the council to continue this project

Financial Impact: The cost of this authorization is \$234,800 and will be 100% reimbursed by the Department of energy.

Supporting Documentation: Freese and Nichols task authorization #9



PROFESSIONAL SERVICES AGREEMENT – ATTACHMENT A
TASK AUTHORIZATION #9

City of Freeport
City Hall
200 West 2nd Street
Freeport, TX 77541

FNI PROJECT PROJECT/PHASE/TASK
DATE: 10/17/2019

This authorization is in accordance with the terms and conditions outlined in the Master Agreement executed on June 17, 2019 and expires on June 17, 2020.

Project Name: Department of Energy Force Main

Description of Services: Services are described in Attachment B.

Deliverables: Plans, Specifications, Geotech Report, Surveying, Subsurface Utility Engineering, Env & Permitting.


Schedule: 90% Plans & Specifications in 120 days from NTP. Prepare 408 letter of Permission Request 90 days after 90% design.

Compensation shall be: A lump sum amount of Two Hundred Thirty-Four Thousand One Hundred Twenty Dollars (\$234,120).

All other provisions, terms and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.

FREESE AND NICHOLS, INC.

CITY OF FREEPORT, TEXAS

BY: 
Mehran (Ron) Bargian
Print Name

BY: _____

Print Name

TITLE: Associate

TITLE: _____

DATE: 10-17-19

DATE: _____

Attachment B
City of Freeport
Department of Energy Force Main
Task Order #9

SCOPE OF SERVICES

Project Understanding:

Freese and Nichols, Inc. (FNI) will design a force main to provide wastewater service to the Department of Energy (DOE) Facility south of Freeport. This force main is anticipated to be a 4-inch diameter PVC or HDPE pipe installed by trenchless construction parallel to the existing federal levee along the Brazos River from the DOE facility to the existing City of Freeport Wastewater Treatment Plant (WWTP). This scope includes the environmental and federal permitting required for this project.

Assumptions:

1. The DOE will design and construct the onsite lift station and force main to their property line along the levee.
2. The DOE will size the force main and analyze the hydraulics.
3. The force main will be designed and constructed to the City of Freeport standards.
4. The force main will tie directly into the headworks of the WWTP.
5. A flow meter will be installed on the force main to meter flow from the DOE facility.
6. The work can be done under Nationwide Permit (NWP) 12 with a Preconstruction Notification (PCN). An individual permit application would be an additional service.
7. Due to proximity to the federal levee a Section 408 Letter of Permission Request will be required.

ARTICLE I

TASK A: FINAL DESIGN

A1. Overall Project Management

FNI will provide overall project management of team members, quality control/quality assurance, and monthly reporting.

A2. Project Kickoff Meeting

FNI will meet with the City of Freeport staff to review scope and schedule of the project and critical project milestones.

A3. Site Visit

FNI will conduct one site visit to the project site.

A4. Utility Coordination

FNI will coordinate with each of the pipeline companies who have facilities crossing the force main alignment. Requirements for construction will be incorporated into the plans and specifications

A5. Drawings and Specifications

FNI will prepare drawings, specifications, and construction contract documents of the proposed improvements including

- Plan and Profile Sheets of the Force Main
- Details for tie into headworks structure
- Specifications for pipe materials
- Specifications for trenchless construction
- FNI Front End Documents

FNI will provide one bid package for the force main. Deliverables will be provided at 90% for review and 100% to issue for bids.

A6. Opinion of Probable Construction Cost

FNI will prepare a preliminary opinion of probable construction cost at each design interval.

TASK B: BID PHASE

B1. Assist in Securing Bids

Assist City in securing bids. Provide a Notice to Bidders to the City to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by City.

B2. Provide Bid Documents

Provide Bid Documents in electronic format (pdf) for the City to utilize their electronic bid document distribution system. Post bid documents on CivCast for prospective bidders to download plans and submit questions.

B3. Respond to bidder questions

Assist City by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.

B4. Pre-Bid Conference

Conduct a pre-bid conference for the construction projects and coordinate responses with City. Response to the pre-bid conference will be in the form of addenda issued after the conference.

B5. Review Bids and Recommend Award

Assist the City in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by City. Pre-qualification of all prospective bidders and issuing a list of eligible bidders prior to the bid opening is an additional service.

B6. Attend City Council Meeting for Award

Attend City Council meeting and recommendation for award of Contract for Construction.

B7. Prepare Contract Documents

Assist City in the preparation of Construction Contract Documents for construction contracts. Provide five (5) sets of Construction Contract Documents which include information from the apparent low bidders bid documents, legal documents, and addenda bound in the documents for execution by the City and construction contractor. Distribute five (5) copies of these documents to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Additional sets of documents can be provided as an additional service.

TASK C: CONSTRUCTION PHASE

Upon completion of the bid phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect CITY in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

C1. Pre-Construction Meeting

Attend pre-construction meeting to provide information and answer questions.

C2. Review Submittals and RFIs

Review and comment on Construction's submittals, RFIs, RCOs including coordination with City on Change Directives and Change Orders.

C3. Review Pay Applications

Review and approve monthly pay applications coordinating with City.

C4. Interpret Documents

Provide interpretive guidance for Contractor and City in resolution of problems.

C5. Site Visits

Perform up to three (3) site visits to verify the contractor is in compliance with the contract documents or to discuss issues during construction. It is assumed that the CITY or Veolia will monitor the daily progress of the contractor.

C6. Substantial Completion

Coordinate with Project Manager to review progress of work for Substantial Completion; with production of punch list; substantiation that items are completed; and issue both Certificate of Substantial Completion and Final Acceptance.

C7. Final Payment

Issue letter to City recommending acceptance and release of final payment.

C8. Record Drawings

Provide Record Drawings from Contractor's As-Builts in electronic format (CD) and hard copy (2 copies of each).

TASK D: ENVIRONMENTAL PERMITTING

D1. Compile Information

Assemble data such as aerial photos and project limits in digital format for a site visit. Create Data Dictionary for GPS data logger for data collection.

D2. Conduct a site visit

FNI scientists will conduct a site visit to make observations along the proposed project limits in order to identify existing conditions (environment) and assess project impacts. The presence and general locations of waters of the U.S., including wetlands will be identified within the proposed project limits. This scope includes a delineation of waters of the U.S. for one route alternative understanding that only a portion of the wetland/water of the U. S. will be staked due to the size of the water body involved. FNI assumes others will arrange access to DOE property.

D3. USACE Coordination

Due to the presence of a federal levee along a route alternative, activities that could impact the levee must be reviewed with by the USACE. FNI would meet with both the USACE regulatory staff and Levee Safety Program to review any concerns and issues associated with the project and discuss ways of alleviating these issues and concerns.

D4. Prepare Technical Memorandum

FNI will prepare a memorandum documenting the site visit findings and provide an opinion on the Section 404 permitting requirements and Section 408 Permission concerns for the proposed improvements. FNI will recommend what, if any, additional studies are needed.

D5. Prepare Nationwide Permit (NWP) 12 Preconstruction Notification (PCN)

FNI assumes that the project can be authorized via the submittal of a PCN to the USACE Galveston District and that any mitigation required would be handled via the purchase of mitigation bank credits from an approved mitigation bank (to be purchased by others).

B6. Prepare Section 408 Letter of Permission Request

FNI assumes that the proposed utility line would be placed sufficiently close to the federal levee along the Brazos River to warrant Section 408 Review and the issuance of a letter of permission from the USACE Galveston District. FNI will prepare the Section 408 Permission Request package for review by the local levee sponsor and review by the USACE.

D7. Coordinate with THC.

Projects sponsored by public entities that affect a cumulative area greater than five acres or that disturb more than 5,000 cubic yards require advance consultation with the Texas Historical Commission according to Section 191.0525 (d) of the Antiquities Code of Texas. Because the proposed project may exceed these thresholds, coordination with THC will be required. In accordance with the Antiquities Code of Texas and NWP general condition 20, Historic Properties, FNI will prepare a letter to the Texas Historical Commission describing the projects and requesting their review. Any follow up studies required by the THC are not included in this scope of services.

TASK E: TOPOGRAPHIC SURVEYING

E1. Topographic Surveying

Perform topographic surveying for the force main alignment. The following lists the assumptions and scope for the topographic survey:

- Project length: 9,400 L.F./1.8 miles.
- Force Main Centerline will be located 5-feet east of the right-of-way line of Levee Road and into the WWTP.
- Sufficient property corner monumentation will be recovered to re-establish the east right-of-way line of Levee Road and the adjoining property line intersections.

- Vertical Control will be based on NGS monuments & TBM's will be set at approx. 1,000-foot intervals.
- Elevations will be established at 100-foot intervals along the proposed centerline and at all breaks in grade.
- Elevations will be established on utilities and structures crossing the proposed centerline.
- Prepare a continuous digital drawing showing the information gathered in the field using Autodesk Civil3D 2019.

TASK F: EASEMENT PREPARATION

F1. Easement Preparation

Prepare up to three (3) Easement metes and bounds with descriptions for the proposed force main. The City will procure the easements.

TASK G: GEOTECHNICAL INVESTIGATION

G1. Geotechnical Investigation

Perform up to ten (10) geotechnical borings and prepare a geotechnical report with recommendations for construction.

TASK H: SUBSURFACE UTILITY ENGINEERING

H1. Subsurface Utility Engineering

In general, the scope of work involves excavating test holes (QL A SUE) on pipelines crossing the alignment of the proposed 4-inch diameter sanitary force main in Freeport, Texas. The specific scope of this proposal includes excavating up to twenty-two (22) test holes. It is assumed that 12 test holes will be in the 4 to 8 foot depth range and 10 test holes will be in the 8 to 12 foot depth range.

The scope of work includes the following:

- • Calling in an 811 dig ticket prior to commencing work;
- • Coordinating with pipeline owners;
- • Designating utilities as required to layout test holes;
- • Vacuum excavation of test holes;
- • Backfilling test holes with flowable material; and
- • Preparing SUE deliverables.

Assumptions:

- • Survey of test hole locations will be included in the scope of work.
- • All locations will be accessible to truck-mounted vacuum excavation equipment; and
- • Routine traffic control (signs & cones only) will be adequate at all test hole locations.

Additional Services

Services not included in this scope of work include:

1. Preparation of an Individual Section 404 CWA permit
2. Additional meetings or responses to requests for additional information from USACE for Section 404 or 408 permitting

3. Design, bid, or construction phase services for the lift station and force main on DOE property

Summary of Meetings & Presentations

1. Pre-Bid Meeting
2. City Council Meeting for Construction Award
3. Pre-Construction Meeting
4. Substantial Completion Walkthrough
5. Meet with USACE

Summary of Deliverables

1. 90% Design
2. 100% Design
3. NWP 12 PCN
4. Section 408 Letter of Permission Request

Summary of Schedule

FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services as follows:

1. 90% Design – 120 days after NTP
2. Prepare Section 408 Letter of Permission Request – 90 days after 90% design completion

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation.

Summary of Fee

FNI shall perform the proposed scope of services based on rates based on those set in the Master Agreement. FNI proposes to conduct the scope of services for the Department of Energy Force Main for a lump sum fee of \$234,120. If any phases are deemed not necessary as design proceeds those fees will not be charged to the City. A breakdown of the fee by task is the following:

City of Freeport Department of Energy Force Main Summary of Fee by Task	
TASK A: FINAL DESIGN	\$36,638
TASK B: BID PHASE	\$4,847
TASK C: CONSTRUCTION PHASE	\$10,930
TASK D: ENVIRONMENTAL PERMITTING	\$84,884
TASK E: TOPOGRAPHIC SURVEYING	\$38,500
TASK F: EASEMENT PREPARATION	\$8,931
TASK G: GEOTECHNICAL INVESTIGATION	\$10,560
TASK H: SUBSURFACE UTILITY ENGINEERING	\$38,830
Project Total	\$234,120

Ron Bavarian

From: Mike Wilson <mwilson@wilsonsurvey.com>
Sent: Monday, September 23, 2019 7:35 PM
To: Elizabeth Byrd
Cc: FRE19506
Subject: Re: Freeport - 4inch Force Main

External Email. Use caution when clicking links or opening attachments.

Elizabeth,

I have prepared an estimate for this project using the following assumptions/conditions:

- Project length: 9,400 L.F./1.8 miles.
- Force Main Centerline will be located 5-feet east of the right-of-way line of Levee Road and into the WWTP.
- Sufficient property corner monumentation will be recovered to re-establish the east right-of-way line of Levee Road and the adjoining property line intersections.
- Vertical Control will be based on NGS monuments & TBM's will be set at approx. 1000-foot intervals.
- Elevations will be established at 100-foot intervals along the proposed centerline and at all breaks in grade.
- Elevations will be established on utilities and structures crossing the proposed centerline.
- We will prepare a continuous digital drawing showing the information gathered in the field using Autodesk Civil3D 2019.
- Prepare easement drawings and metes and bounds descriptions for a maximum of three (3) owners.

The cost for the topographic surveying will be approximately \$35,000.00, The cost (with tax) for the three (3) easement documents (\$2,500.00 each) will be \$8,118.75.

This topographic survey work can be accomplished within twenty-five (25) business days. The easements can be prepared within ten (10) business days.

Please let me know if you have any questions or if you want to change some of the parameters I used to arrive at these costs and I will adjust the amounts accordingly. I will prepare a written proposal once this information has been vetted by F-N.

Thanks,
Mike

Michael D. Wilson, R.P.L.S.
The Wilson Survey Group, Inc.
2006 E. Broadway Street, Suite 103
Pearland, Texas 77581
281-485-3991 X-10
T.B.P.L.S. Firm No. 10014900

From: Elizabeth Byrd
Sent: Monday, September 23, 2019 10:11 AM
To: Mike Wilson
Cc: FRE19506
Subject: Re: Freeport - 4inch Force Main



THE RIOS GROUP

October 1, 2019

Mr. Jared Barber, P.E.
Freese & Nichols, Inc.
11200 Broadway Street
Pearland, Texas 77584

**RE: Subsurface Utility Engineering
4" Sanitary Force Main
Freeport, Texas**

Dear Mr. Barber:

The Rios Group, Inc. (TRG) is pleased to submit a cost proposal for Subsurface Utility Engineering (SUE) required for the above referenced project. This proposal is based on information obtained in an email from Ms. Elizabeth Byrd dated September 30, 2019.

Introduction

TRG will perform the SUE work required for this project in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). As described in the mentioned ASCE publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are as follows:

- Quality Level D (QL"D") – Information derived from existing utility records;
- Quality Level C (QL"C") - QL"D" information supplemented with information obtained by surveying visible above-ground utility features such as valves, hydrants, meters, manhole covers, etc.
- Quality Level B (QL"B") – Two-dimensional (x,y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as “**designating**” this quality level provides the horizontal position of subsurface utilities within approximately one foot.
- Quality Level A (QL"A") – Three dimensional (x,y,z) utility information obtained utilizing non-destructive vacuum excavation equipment to expose utilities at critical points which are then tied down by surveying. Also known as “**locating**”, this quality level provides precise horizontal and vertical positioning of utilities within approximately 0.05 feet.

7400 Sand St. Fort Worth, TX 76118 Phone (817) 345-7500 FAX (817) 345-7505

SUBSURFACE UTILITY ENGINEERING | UTILITY COORDINATION

Scope of Work

Based on information provided by Freese and Nichols, Inc. (FNI), TRG has developed a preliminary scope for the SUE work required for this project. The scope of work may be modified, with FNI's concurrence, during the performance of the SUE fieldwork if warranted by actual field findings.

In general, the scope of work involves excavating test holes (QL A SUE) on pipelines crossing the alignment of the proposed 4-inch diameter sanitary force main in Freeport, Texas. The specific scope of this proposal includes excavating up to twenty-two (22) test holes. We have assumed that 12 test holes will be in the 4 to 8 foot depth range and 10 test holes will be in the 8 to 12 foot depth range.

The scope of work includes the following:

- Calling in an 811 dig ticket prior to commencing work;
- Coordinating with pipeline owners;
- Designating utilities as required to layout test holes;
- Vacuum excavation of test holes;
- Backfilling test holes with flowable material; and
- Preparing SUE deliverables.

TRG has assumed:

- Survey of test hole locations will be included in its scope of work. FNI will provide TRG with survey control in close proximity to the work area;
- All locations will be accessible to truck-mounted vacuum excavation equipment; and
- Routine traffic control (signs & cones only) will be adequate at all test hole locations.

Locating Procedures

TRG personnel will first designate the target utilities in the vicinity of each test hole location. TRG will then utilize specific information provided by FNI to layout the test hole locations. TRG will utilize non-destructive vacuum excavation equipment to excavate test holes at the required locations. Once each utility is located, TRG will record the utility type, size, material, depth to top, and general direction. Each test hole will be assigned a unique ID number and will be marked a capped iron rod. The test hole ID number and other pertinent utility information will be recorded on a wooden lath placed at each test hole location. Test hole excavations will be backfilled with appropriate material and the original surface will be restored. We have assumed that special fill will be required to backfill the test holes and that the backfill specifications will be provided by the entity responsible for maintaining the levee. We have made an allowance in the budget for purchasing backfill, if required.

Deliverables

TRG will produce a CAD file depicting the type and horizontal location of the test holes. FNI will provide TRG with a base map/topographic files in ACAD format for use reviewing the SUE file. TRG will also produce a summary sheet containing test hole field notes.

Mr. Jared Barber, P.E.
Freese and Nichols, Inc.
October 1, 2019

Schedule

SUE field work can commence within 2 weeks after receipt of a formal notice to proceed (NTP) from FNI. For the QL A test holes, production rates vary with depth, soil conditions, and coordination with pipeline representatives. We estimate the 22 test holes on this project work can be completed in 2 weeks. Test hole data can be delivered within 2 weeks after completion of the field work.

Estimated Fees

TRG proposes to perform the work on a unit price basis using the rates contained in the attached table. Based on the assumed quantities contained in the table, the estimated cost of the work described herein is **Thirty-Five Thousand Three Hundred and 00/100 Dollars (\$35,300.00)**.

Please note that this estimate is based on an assumption of quantities. TRG will only invoice for quantities actually performed. This is a not-to-exceed amount. If it appears that quantities will be exceeded, TRG will notify FNI and request authorization to submit a supplemental agreement to increase the fee prior to proceeding with additional work.

We look forward to working with you on this project. If you have any questions or require additional information, please contact me.

Sincerely,

The Rios Group, Inc.



Joe Anderson, P.E.
Utility Director

The Rios Group, Inc.
Itemized Fee Breakdown for Subsurface Utility Engineering
FNI - 4" Sanitary Force Main, Freeport, Texas

Direct Expenses		Rate	Units	Unit Description	Sub-Total
Mobilization		\$1,500.00	1	LS	\$ 1,500.00
Custom Backfill		\$1,000.00	1	LS	\$ 1,000.00
Survey		\$2,000.00	1	Day	\$ 2,000.00
Sub-Total					\$ 4,500.00
QL "B", "C&D"		Rate	Units	Unit Description	Sub-total
QL "B" by LF					
QL "B" Daily		\$2,500.00	1	Daily	\$ 2,500.00
QL "C&D"					
Sub-Total					\$ 2,500.00
SUE QL "A" (Test Holes)					
Depth	In Pavement Using Coring Machine	Assumed Quantity	Outside Pavement	Assumed Quantity	
0-4 ft.	\$ 1,150.00	0	\$ 950.00	0	\$ -
4-8 ft.	\$ 1,350.00	0	\$ 1,150.00	12	\$ 13,800.00
8-12 ft.	\$ 1,650.00	0	\$ 1,450.00	10	\$ 14,500.00
12-18 ft.	\$ 2,500.00	0	\$ 2,300.00	0	\$ -
QL "A" Sub-Total		0		22	\$ 28,300.00
Total Estimated Cost =					\$ 35,300.00



October 4, 2019

Freese and Nichols, Inc.
11200 Broadway Street, Suite 2320
Pearland, Texas 77584

Attn: Mr. Jared Barber, P.E.

Re: Cost Estimate for Geotechnical Engineering Services
Levee Road Force Main
Freeport, Texas
Terracon Document No. PAS195038.Revision1

Dear Mr. Barber:

Terracon Consultants, Inc. (Terracon) understands that we have been selected based on qualifications to provide Geotechnical Engineering services for the above referenced project. This revised document outlines our understanding of the scope of services to be performed by Terracon for this project and provides an estimate of the cost of our services. The following are exhibits to this document.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location
Exhibit E	Anticipated Exploration Plan

Our base fee to perform the scope of services described in this document is **\$9,600**. See Exhibit C for more details of our fees and consideration of additional services.

The work will be performed under the existing "Master Services Agreement" between Freese and Nichols, Inc. and Terracon Consultant's Inc. dated April 1, 2015. Your authorization for Terracon to proceed in accordance with this document can be issued by signing and returning an executed task order to our office. If you have any questions, please do not hesitate to contact us.

Sincerely,

Terracon Consultants, Inc.
(Texas Registration No. F-3272)

Mohammad Amin Zomorrodian, P.E.
Geotechnical Department Manager (Freeport)

Bobbie S. Hood, P.E.
Geotechnical Services Manager (Conroe)

Terracon Consultants, Inc. 1740 W. 4th Street, Suite 101 Freeport, Texas 77541
P (979)-202-1113 F (713)-690-8787 terracon.com

MASTER SERVICES AGREEMENT

TASK ORDER

This **TASK ORDER** is issued under the **MASTER SERVICES AGREEMENT** dated 04/01/2015 between Freese and Nichols, Inc. ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Levee Road Force Main project ("Project"), as described in the Project Information section of the Consultant's Task Order Proposal dated 10/04/2019 ("Task Order Proposal") unless the Project is otherwise described below or in Exhibit A to this Task Order (which section or Exhibit are incorporated into this Task Order). This Task Order is incorporated into and part of the Master Services Agreement.

1. Project Information

Levee Road Force Main

2. Scope of Services

The scope of Services to be provided under this Task Order are described in the Scope of Services section of the Consultant's Task Order Proposal, unless Services are otherwise described below or in Exhibit B to this Task Order.

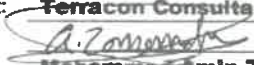
Please refer to Terracon Document No. PAS195038.Revision1, dated October 4, 2019.

3. Compensation

Client shall pay compensation for the Services performed at the fees stated in the Task Order Proposal unless fees are otherwise stated below or in Exhibit C to this Task Order.

Please refer to Terracon Document No. PAS195038.Revision1, dated October 4, 2019.

All terms and conditions of the **Master Services Agreement** shall continue in full force and effect. This Task Order is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**
By:  Date: **10/4/2019**
Name/Title: **Mohammad Amin Zomorrodian, P.E. / Geotechnical Department Manager**
Address: **1740 W 4th St, Ste 101
Freeport, TX 77541-5051**
Phone: **(979) 705-4942** Fax: **(979) 202-1033**
Email: **azomorrodian@terracon.com**

Client: **Freese and Nichols, Inc.**
By: _____ Date: _____
Name/Title: _____
Address: _____
Phone: _____ Fax: _____
Email: _____

EXHIBIT A - PROJECT UNDERSTANDING

Our scope of work is based on our understanding of the project as described to us by Freese and Nichols, Inc. as described below. We have not visited the project site to confirm the information provided. Aspects of the project that are undefined or assumed are **highlighted as shown below**. We request the design team provide input to verify this information prior to our initiation of field exploration activities.

Site Location

Item	Description
Parcel information	The project site lies on the southwest side of the Veolia Water North America plant and extends approximately 9,400 linear feet along levee Road in Freeport, Texas. See Site Location . Approximate centroid at 28.930979°, -95.381891°
Existing conditions (From Google Earth)	The force main will extend south along the east side of the existing asphalt-paved Levee Road from the Veolia Water North America facility to the Bryan Mound Petroleum Reserve. The Brazos River is located west of the Levee Road and ponds and wetland areas are located on the east side.
Current ground cover	Grass and weeds.
Existing topography	Relatively level.
Site access	We expect the site and exploration locations are accessible with our all-terrain vehicle (ATV) mounted drilling equipment during normal business hours.

Planned Construction

Item	Description
Proposed structures	Installation of a 4-inch force main line parallel to Levee Road with a length of approximately 9,400 linear feet and a maximum depth of 10 feet.
Utility Installation method. ¹	Directional Drilling.

1. Information provided by client.

EXHIBIT B - SCOPE OF SERVICES

Our proposed scope of services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

The field exploration program consists of the following:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location
9	20	Along the alignment of the proposed main
Total Drilling Footage	180 feet	

¹. Below existing grade.

Boring Layout and Elevations: We use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-25 feet. Field measurements from existing site features are also utilized. If available, approximate elevations are obtained by interpolation from a site specific, surveyed topographic map.

Subsurface Exploration Procedures: We advance soil borings with an all-terrain vehicle (ATV) drilling equipment using dry and/or wet rotary drilling techniques. Samples will be obtained continuously in the upper 12 feet of each boring location. Soil samples are generally recovered using open-tube samplers. Hand penetrometer tests are performed on samples of cohesive soils to serve as a general measure of consistency. Granular soils and soils for which good quality open-tube samples could not be recovered are generally sampled by means of the Standard Penetration Test (SPT). This test consists of measuring the number of blows (N) required for a 140-pound hammer free falling 30 inches to drive a standard split-spoon sampler 12 inches into the subsurface material after being seated six inches. This blow count or SPT N-value is used to evaluate the stratum.

The samples are placed in appropriate containers, taken to our soil laboratory for testing, and classified by a geotechnical engineer. In addition, we observe and record groundwater levels during drilling and sampling.

Our exploration team prepares field boring logs as part of standard drilling operations. Field boring logs also include sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent

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the geotechnical engineer's interpretation and include modifications based on observations and laboratory tests.

Property Disturbance: We backfill borings with auger cuttings. Our services do not include repair of the site beyond backfilling our borings. Excess auger cuttings are dispersed in the general vicinity of the boring. Because backfill material often settles below the surface after a period, we recommend borings be checked periodically and backfilled, if necessary. We can provide this service or grout the holes for additional fees, at your request.

Laboratory Testing

The project engineer reviews field data and assigns various laboratory tests to better understand the engineering properties of various soil strata. The assigned laboratory tests may include the following:

- Water Content
- Unit Dry Weight
- Atterberg Limits
- Materials in Soils Finer than the No. 200 Sieve
- Unconfined Compressive Strength of Cohesive Soil

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Safety

Terracon is currently not aware of any environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our scope of services does not include any level of environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings into the subsurface, therefore Terracon complies with local regulations to request a utility location service through Texas 811. We consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

All private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities that are not made

aware to us. If the owner/client is not able to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with these additional services are not included in our current scope of services and will be forwarded to our client for approval prior to initiating. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Traffic Control: It is our understanding that the Levee Road has very light traffic and that traffic control will not be necessary. We have planned to use cones around the equipment while drilling. Please let us know if additional measures are warranted.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this cost estimate, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the scope of services.

Engineering and Project Delivery

Results of our field and laboratory programs are evaluated by a professional engineer licensed in the State of Texas. The engineer develops a geotechnical site characterization, performs the engineering calculations necessary to evaluate foundation alternatives, and develops appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our [GeoReport](#) system. Upon initiation we will provide you and your design team the necessary link and password to access the website (if you don't already have one). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to all project documents as they are uploaded to the site, and a collaboration portal. A typical delivery process includes three basic stages:

- Stage 1: Project Planning
- Stage 2: Site Characterization
- Stage 3: Geotechnical Engineering

When utilized, a collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

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When services are complete, we will upload a printable version of our complete final geotechnical engineering report. This includes the professional engineer's seal and signature, which documents our services. All previous submittals, collaboration, and final report will be maintained in our system indefinitely. This allows future reference and integration into subsequent aspects of our services, as the project goes through final design and construction.

The final Geotechnical Engineering report provides the following:

- Boring logs with field and laboratory data;
- Stratification based on visual soil classification;
- Groundwater levels observed during drilling;
- Site and Boring location plans;
- Subsurface exploration procedures;
- Description of subsurface conditions;
- Site and subgrade preparation;
- Groundwater control and excavation considerations; and
- Utility construction considerations:
 - Engineering design parameters for clayey and sand/silt soils
 - General discussion and recommendations for pressures on primary pipe and permanent liners, piping thrust restraint, thrust force, frictional force, and thrust blocks.

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Based upon our understanding of the site, the project as summarized in **Exhibit A** and our planned scope of services outlined in **Exhibit B**, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$9,600

Our scope of services does not include services associated with surveying of boring locations, special equipment for wet ground conditions, tree or shrub clearing, or repair of damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our scope of services.

Additional consultation (such as attendance on a project conference call, engineering analysis, review of project documents, etc.) requested will be performed on a time-and-materials basis. A Project Engineer billing rate of \$130 per hour will apply. The fee to provide additional consultation services will be in excess of the above provided fee to complete the geotechnical services and will not be incurred without prior approval of the client.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this document. If conditions are encountered that require scope of work revisions and/or result in higher fees, we will contact you for approval, prior to initiating these services. A supplemental document stating the modified scope of services as well as its effect on our fee will be prepared. We will not proceed without your authorization, as evidenced by your signature on the Supplemental Agreement for Services form.

Project Schedule

We developed a schedule to complete the scope of services, based upon our existing availability and understanding of your project schedule. However, this does not account for any delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

GeoReport Stage	Posting Date from Notice to Proceed ^{1,2}
Project Planning	3 working days
Site Characterization	15 working days
Geotechnical Engineering	20 working days

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<i>GeoReport</i> Stage	Posting Date from Notice to Proceed ^{1, 2}
<u>Continued from previous page.</u>	
<ol style="list-style-type: none">1. Upon receipt of your notice to proceed we will activate the schedule component of our <i>GeoReport</i> website with specific, anticipated working dates for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.2. We will maintain a current calendar of activities within our <i>GeoReport</i> website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.	

SITE LOCATION

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DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

AERIAL PHOTOGRAPHY PROVIDED BY MICROSOFT BING MAPS

EXPLORATION PLAN

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AERIAL PHOTOGRAPHY PROVIDED BY MICROSOFT BING MAPS