



**AGENDA
REGULAR MEETING
FREEPORT CITY COUNCIL
TUESDAY, SEPTEMBER, 8 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 TUESDAY, THE 8th DAY OF SEPTMEBER 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, SEATING WILL BE POSITIONED TO MEET THE REQUIREMENTS OF THE CDC, AND ATTENDEES WILL BE REQUIRED TO WEAR A FACE MASK.

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

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

OR

AUDIO VISUAL CONFERENCE CALL USING:

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

International dial-in numbers: https://fccdl.in/i/council_mtg_090820

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enter access code 5678901# and the online meeting code is: council_mtg_090820.

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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.

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

THE MEETING IS BEING HELD FOR THE FOLLOWING PURPOSES:

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

INVOCATION AND PLEDGE OF ALLEGIANCE: (Council Member)

CITIZENS' COMMENTS:

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

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

1. Emergency management briefing COVID-19. **(Motley/Garivey)**

CONSENT AGENDA:

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 Any item requiring additional discussion may be withdrawn from the Consent Agenda by the Mayor, Councilmember or City Manager, and acted upon separately.

2. Consideration and possible action on the approval of City Council meeting minutes from August 13, 2020, and August 17, 2020. **(Wells)**
3. Consideration and possible action to adopt Ordinance No. 2020-2609 amending the General Election for November 3, 2020 for polling locations. **(Wells)**
4. Consideration and possible action on approving Ordinance No. 2020-2610 amending the Charter Amendment polling locations. **(Wells)**
5. Discussion for the postponement of hosting the Veterans Day Parade until 2021, due to the COVID-19 pandemic. **(Kelty)**

COUNCIL BUSINESS – REGULAR SESSION:

6. Consideration and possible action on Task Authorization No. 14 with Freese and Nichols for renovation of the DOW Heritage House. **(Kelty)**
7. **Public Hearing:** Public Hearing Regarding FY 2020-2021 Proposed Budget. **(Russell)**
8. Consideration of an Ordinance No. 2020-2611 Adopting FY2020-2021 Budget. **(Russell)**
9. Consideration and Possible Action Regarding an Ordinance No. 2020-2612 Establishing a Tax Rate for the 2020 Tax Year. **(Russell)**
10. Ratification of Increased Property Tax Revenues Reflected in the Fiscal Year 2020-2021 Adopted Budget. **(Russell)**
11. Consideration and possible action approving Ordinance No. 2020-2613 establishing water/sewer discount for the Senior Citizens within the City of Freeport. **(Russell)**
12. Consideration of an Ordinance No. 2020-2614 Amending Sections 52.15 and 52.16 of the Code of Ordinances to Clarify Meter Sizes included in the Rates for Water and Sewer Services. **(Russell)**
13. Consideration and possible approval for award of proposal for the comprehensive Zoning Ordinance Overhaul. **(Shoemaker)**
14. Consideration and possible action approving Ordinance No. 2020-2615 the proposed updates to the truck route on 2nd Street. **(Shoemaker)**
15. Consideration and possible action approving Resolution No. 2020-2646 revising Section 9.07 (Overtime) and 9.10 (Longevity Pay) in Chapter Nine of the Personnel Policy Handbook. **(Ferguson)**
16. Consideration and possible action approving Resolution No.2020-2647 a resolution amending the Freeport Personnel Policy Handbook to include a Temporary COVID-Related Suspension of Vacation Rollover Limits and a Temporary Limited Vacation Buy-Out Option. **(Ferguson)**
17. Consideration and possible action of approving Resolution No. 2020-2648 to amend and set the maximum fees charged for Taxicab Service in the City of Freeport. **(Kelty)**
18. Consideration and possible action approving Resolution No. 2020-2649 for requesting Governor Abbot to extend severely distressed New Market Tax Credit, and Opportunity Zone into Downtown. **(Holman)**
19. Consideration of a Resolution No. 2020-2650 appointing and reappointing members to the Historical Commission and the Main Street Board. **(Kelty)**
20. Consideration of a Resolution No. 2020-2651 appointing and reappointing members to the Planning Commission. **(Kelty)**

21. Consideration of approving Resolution No. 2020-2652 appointing and reappointing members to the Freeport Economic Development Board. **(Kelty)**
22. Consideration of approving Resolution No. 2020-2653 appointing and reappointing members to the Senior Citizens Commission. **(Kelty)**

WORK SESSION:

23. **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:

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

COUNCIL BUSINESS – REGULAR SESSION:

ADJOURNMENT:

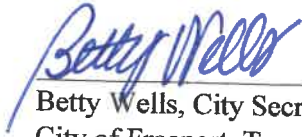
25. Adjourn.

Items not necessarily discussed in the order they appear on the agenda. The Council at its discretion may take action on any or all of the items as listed. This notice is posted pursuant to the Texas Open Meeting Act. (Chapter 551, Government Code).

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

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

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



Betty Wells, City Secretary
City of Freeport, Texas

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Thursday, August 13, 2020 at 5:00 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: Absent
Councilman Ken Green:
Councilwoman Sandra Loeza: Absent
Councilman Roy E. Yates:

Staff: Tim Kelty, City Manager
Betty Wells, City Secretary
Chris Duncan, City Attorney
Laura Tolar, Assistant City Secretary/ Special Projects Coordinator
Brenda Miller Ferguson, Human Resource Director

Visitors: Melanie Oldham David McGinty
Dencel Woodley

Call to order.

Mayor Brooks Bass called the meeting to order at 5:00 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE: (Council Member)

Invocation was led by City Manager Tim Kelty. The Pledge of Allegiance was led by Mayor Brooks Bass.

Citizen's Comments

Dencel Woodley spoke to council of his concerns of the East End of Freeport. He said that the City needs to hire an Eminent Domain attorney. He said that he has emailed Council, City Manager, and the Mayor a letter with his concerns. Mayor Bass instructed Mr. Woodley to come back to Monday nights Regular City Council Meeting.

Melanie Oldham said that we can vote by mail, and asked if there were more than one polling place in Freeport.

REGULAR SESSION

Mayor Bass said that this meeting was called for the change of wording and dates from the previous agreements and Ordinances for the Election. This is due from the postponing the May 2020 Election to November 3, 2020 Election.

Consideration of approving Resolution No. 2020-2644 for the Joint Election Agreement and Contract for Election Services with Brazoria County and the City of Freeport.

Mayor Bass presented to Council Resolution No. 2020-2644 for the Joint Election Agreement and Contract for Election Services with Brazoria County and the City of Freeport.

On a motion by Councilman Green, seconded by Councilman Yates, with all present voting "Aye" 3-0, Council unanimously approved Resolution No. 2020-2644 for the Joint Election Agreement and Contract for Election Services with Brazoria County and the City of Freeport.

Consideration of and possible action to adopt Ordinance No. 2020-2607 calling the General Election for November 3, 2020 for the election of council positions for Wards A and C.

Mayor Bass presented to Council Ordinance No. 2020-2607 calling the General Election for November 3, 2020 for the election of council positions for Wards A and C.

On a motion by Councilwoman Yates, seconded by Councilman Green, with all present voting "Aye" 3-0, Council unanimously approved Ordinance No. 2020-2607 calling the General Election for November 3, 2020 for the election of council positions for Wards A and C.

Consideration and possible action approving Ordinance No. 2020-2608 calling the Charter Amendment Election.

Mayor Bass presented to Council Ordinance No. 2020-2608 the Charter Amendment Election. He said that these amendments have been online, and there is a total of eight items. He said that we have a Charter Committee that meets every other year, they go through the Charter and make recommendations of certain things that may need to be changed or amended.

On a motion by Councilwoman Green, seconded by Councilman Yates, with all present voting "Aye" 3-0, Council unanimously approved Ordinance No. 2020-2608, approving calling the Charter Amendment Election.

Adjourn

On a motion by Councilwoman Yates, seconded by Councilman Green, with all present voting "Aye", Mayor Brooks Bass adjourned the meeting at 5:11 PM.

Mayor, Brooks Bass
City of Freeport, Texas

City Secretary, Betty Wells
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, August 17, 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
Laura Tolar, Assistant City Secretary/ Special Projects Coordinator
Chris Duncan, City Attorney
Brenda Miller-Ferguson, Human Resource Director Via teleconference
Chris Motley, Freeport Fire Chief
Clarisa Molina, Administrator Assistant Via teleconference

Visitors:

Dencel Woodley	Edmeryl Williams
Tommy Pearson	Desiree Pearson
Manning Rollerson	Kenny Hayes
Ruben Renobato	David McGinty
Melanie Oldham	Norma Garcia
Jerry Meeks	Janice Goodrum
Angie Williams	Cindy Cain

Visitors, Via Teleconference:

Jessie Parker	Vander Williams
Robert Koole	Amanda
Pamela Tilley	John Hoss

Call to order.

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

INVOCATION AND PLEDGE OF ALLEGIANCE:

Invocation and the Pledge was led by Mayor Brooks Bass.

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

Presentation of Proclamation for Carlos Alberto Martinez, Sr.

Mayor Brooks Bass presented the Proclamation to the family of Carlos Alberto Martinez, Sr.

Presentation of the collection of delinquent taxes and court fine and fees from Mike Darlow with Perdue, Brandon, Fielder, Collins & Mott, LLP.

Mike Darlow with Perdue, Brandon, Fielder, Collins & Mott, LLP, presented to Council the collection of delinquent taxes and court fine and fees. He said that the report amount that was presented is actually lower, there were two properties that were paid. Mayor Bass said that he can see the increase of money that is coming in since 2017. Councilwoman Loeza asked how long it takes before the Court Fine and Fees go on the credit report? Mr. Darlow said that it will never be reported on credit.

Emergency management briefing COVID-19. (Motley/Garivey)

Freeport Fire Chief, Chris Motley said that all of Freeport Staff has recovered. He said that there are zero reported cases for the City of Freeport employees at this time. He said that they treat all patients as if they are positive with the COVID-19, he said that they are in complete PPE. Chief Motley said that there are steady supplies from the State, and the department has donated a case of masks to BISD. He said to remember to wash hands with soap and water, use hand sanitizer, practice social distancing. He also reminded us that we are in hurricane season.

Citizen's Comments

Janice Goodrum spoke to council about her corporation taking over the Taxicab Service. She is wanting to know how to get her rates lowered. She asked if this is something that will have to go before council. Mayor Bass told her that council is not suppose to reply to the comments, but she may speak with City Manager Tim Kelty, to get this placed on the agenda.

Manning Rollerson spoke to council about the property at 301 East Broad Street. He said this is the building that was in the paper. He said that he went to Court to get his church back. He said that religious freedom is given to us by the Constitution. Mr. Rollerson said that he better not hear the mention of God again in a meeting, until his church has the rights of religious freedom.

Desiree Pearson spoke to council on her concerns of citizens talking down on other individuals that are not in attendance of meetings. She said that she remembers in past meetings this was not allowed. Mayor Bass said that this is a public forum and people are allowed to speak. Mayor Bass said that he will shut down personal attacks if he hears them. Ms. Pearson spoke of the last council meeting where Troy Brimage was verbally attacked by Mr. Rollerson, she said that she did not understand why it was not stopped because the statements are not true. She said that she did not think this was allowed. Mayor Bass said if he hears he will speak up and shut them down.

Dencel Woodley spoke to council of his concerns of the East End of Freeport. He said that the City needs to hire an Eminent Domain attorney. He said that he has emailed Council, City Manager, and the Mayor a letter with his concerns. He said that the offers received by the Port will not allow owners to purchase property with what they own now, being on the River, and a City Park.

Mayor Bass said that Mr. Dencel Woodley teaches at Freeport School. He said that Mr. Woodley grew up and graduated from Freeport.

Ray Cantu spoke to Council about his concerns of his personal property at Roc's Kitchen. He said that he was told that he cannot remove two pieces of equipment. Mr. Cantu said that this was an eviction not that Roc's Kitchen just left Freeport. The items are a vent hood and a fire suppression system that his son paid a lot of money to have put in last year. Mr. Cantu said that we want to serve Freeport, and he hopes that council will consider allowing them to get their personal belongings from the building.

Mayor Bass asked if the property is 212 East Park Ave? Mr. Cantu said yes.

Mr. Cantu said that he will offer the equipment to the city for a fair price, or please allow them to remove the property.

CONSENT AGENDA

Consideration and possible action on the approval of City Council meeting minutes from August 3, 2020 and August 10, 2020.

Consider changing the date of the first meeting in September due to the Labor Day holiday, to Tuesday, September 8, 2020.

On a motion by Councilman Yates, seconded by Councilman Green, with all present voting "Aye" 5-0 Council unanimously approved the Consent Agenda.

REGULAR SESSION

Consideration and possible action on approving Ordinance No. 2020-2605 on the new Water/Sewer Rate.

Assistant City Manager Stephanie Russell presented to council Ordinance No. 2020-2605 on the new Water/Sewer Rate. She said that staff had presented to council the rate study done in April 2020, this was done by Freese and Nichols and they recommended a sixteen percent increase. She said that the increase that was done in July 2019 was a ten percent increase. She said that staff was asked to check into senior citizens discount, and she said that this something that can be done. She also said that staff is proposing a twelve percent increase at this time instead of the sixteen percent, and will need to seek a larger increase next year as a result.

Mayor Bass asked the dollar value on each individual household with the sixteen percent increase. Ms. Russell said that it would be \$7.53 per month. She said with the current proposal it is \$5.62 per month. Mayor Bass said this is usage up to 5000 gallons. Ms. Russell said yes.

Councilwoman Loeza asked if the Senior Citizens have to apply for the discount. Ms. Russell said yes.

Councilman Green asked if the revenues that the water and sewer produce if it pays the city's bills. Ms. Russell said that this fund was in the negative, and with the original rate increase it would make it to where the fund can carry itself. She said that with the new rate increase being presented it will bring us into the black, but the reserve will not be as big with the twelve percent increase. She said that this will need to be made up in the future.

Mayor Bass asked about a ten percent increase. He said that our goal was to build the reserve. He asked about the loans and bonds to fix the waste water treatment plan. City Manager Tim Kelty said that the rate being proposed, does support the engineering projects that are being proposed to this point. He said that a lot are being funded through a low interest loan, and without the rate increase, we would not be

able to do those improvement projects. He said that the fund was almost bankrupt last year. This is why we did the rate study.

Mayor Bass asked if the improvements for the I & I, the lift station and wastewater treatment plant, will this save the city money. City Manager Tim Kelty said yes. Mayor Bass asked if there are any other funding options for the sewer problems. Mr. Kelty said yes, in addition the city is seeking grant funding for part of the improvements.

Mayor Bass asked Jerry Meeks with Veolia, if the city is able to fix ninety percent of the I & I, what will that do for our wastewater treatment facility. Will that help to improve it? Mr. Meeks said yes. He said that the more we can take care of, the more wastewater we can push into the plant. Mr. Meeks said that the clarifier is down. Mayor Bass asked if TCEQ has been involved? Mr. Meeks said that they come around every two years.

Councilwoman Loeza asked if the recommendation is for twelve percent this year, and nine percent for next year. Ms. Russell said that staff will have to come back next year for the nine percent.

Melanie Oldham said that she appreciates the negotiation for the twelve percent, but she does not feel this is the time for a rate increase. She thanked council for the senior citizen discount. She asked that council defer this rate increase at this time. She suggested an 8.3 percent increase over the next three years.

Ruben Renobato spoke to council he said that the City of Freeport is one of the lowest in our area for water rates. He gave a comparison of other cities. He said even with this rate increase, City of Freeport will still have the second lowest rates. He said that the city has to start paying back the shortage, and he commends city management on the hard work. And he wants council to know that he supports this rate increase.

Mayor Brooks Bass said that Ed Garcia called and left a message that he does not support this rate increase.

Mayor Bass asked if we can wait another year on the rate increase? Mr. Kelty said that waiting will not be good. He said cost goes up. He said that the rates don't go into effect right away. We must give notice.

Councilman Yates said that this is a tough situation, but he said that we must do something. He said that there are not enough tax payers, we need more businesses and new homes.

Jeff Pena said that he has mixed opinions on the increase. He said that we need to take into consideration the COVID-19 and the loss of jobs. He also said that the city needs to hold off on raises to city employees. And to do a smaller increase.

City Manager Tim Kelty said that we need to remember that reducing the increase from 16 to 12 percent will cost \$75,000.00 in lost revenue this year. Every year we delay that loss grows. He said that staff recommends this, he said that there is a lot of work that must be done.

Mayor Bass said that his goal is to focus on the wastewater treatment plant. He commends staff for listening to the people. Mayor Bass said that he no longer wants to accept his monthly salary as Mayor from the city. He said to donate this to the water/sewer fund. He said hopefully this will help the citizens of Freeport in some way.

On a motion by Councilwoman Loeza, seconded by Councilman Cain, with all present voting “Aye” 5-0 Council unanimously approved Ordinance No. 2020-2605 on the new Water/Sewer Rate.

Record for receipt the certified values from the Brazoria County Tax Assessor used in calculating the No-New-Revenue Tax Rate and Voter-Approval Tax Rate for the 2020 tax year.

Assistant City Manager Stephanie Russell presented to council the Record for receipt the certified values from the Brazoria County Tax Assessor used in calculating the No-New-Revenue Tax Rate and Voter-Approval Tax Rate for the 2020 tax year. Ms. Russell said that this is a housekeeping item.

On a motion by Councilwoman Loeza, seconded by Councilman Green, with all present voting “Aye” 5-0 Council unanimously approved Record for receipt the certified values from the Brazoria County Tax Assessor used in calculating the No-New-Revenue Tax Rate and Voter-Approval Tax Rate for the 2020 tax year.

Consideration of and action on setting the City of Freeport proposed 2020 tax rate, setting public hearing (if necessary), and directing staff to publish the Notice of Proposed 2020 Tax Rate.

Assistant City Manager Stephanie Russell presented to council Consideration of and action on setting the City of Freeport proposed 2020 tax rate, setting public hearing (if necessary), and directing staff to publish the Notice of Proposed 2020 Tax Rate. She said that staff is proposing the No New Revenue Tax Rate. She said that this will still generate the revenue that will be needed for the new budget.

Mayor Bass asked what is the equivalency of the NNR tax, he asked what was it called before? Ms. Russell said it was the Effective Tax Rate. Mayor Bass asked you are proposing the No New Revenue Tax Rate? Ms. Russell said this is correct.

Councilwoman Loeza asked if this was discussed at the last meeting? Ms. Russell said that she does recommend the NNR tax rate. Mayor Bass said that this is two percent lower than what we adopted last year. Ms. Russell said yes, but it still gives us sufficient funds for our General Fund.

City Manager Tim Kelty said that this is not the final setting of the tax rate. This sets the maximum the city can consider. The actual rate will be set by ordinance next month.

Mayor Bass asked if this will fund the budget that we are looking at? Ms. Russell said that this is correct.

On a motion by Councilwoman Loeza, seconded by Councilman Cain, with all present voting “Aye” 5-0 Council unanimously approved consideration of and action on setting the City of Freeport proposed 2020 tax rate, setting public hearing (if necessary), and directing staff to publish the Notice of Proposed 2020 Tax Rate.

Record vote: Loeza, Approve. Yates, Approve. Brooks, Approve. Green, Approve. Cain, Approve.

Consideration and possible action regarding proposal for balancing HVAC at City Hall.

This item was tabled by Mayor Bass.

WORK SESSION:

Councilman Green thanked the Public Works department for the work that has been done on the end of Broad Street.

Councilman Cain asked if have a status on the house that burned on 10th and Velasco? Mr. Kelty said that he will get the information from Billy Shoemaker. Councilman Cain also said that he would like someone to take care of the junk cars, he said that this is an eyesore. Mayor Bass asked how many people are employed in the Code Department? City Manager Tim Kelty said there are a total of six in the Building/Code Department. Mr. Cain said that we need to reach out to the people and let them know that this is a violation.

Councilwoman Loeza said that she spoke to Ms. Ramirez, she said that she is in the works of getting a home built. She said that she is being told she has to have the house built two feet from the ground. Mr. Kelty said that this has been resolved. Ms. Loeza asked what the problem is with the new houses being built on Ave M? Mr. Kelty said that they have been red tagged because they failed to build the road he said that this should start back up, and the tags removed. Ms. Loeza said that the Arlan's parking lot lights have been repaired.

Councilman Yates said that on Karankawa Street there is an unsafe structure. He said that this needs to be roped off, he said that this is unsafe. He said it is a big mess and it needs attention. Mr. Yates thanked Mr. Renobato for his comment on the junk vehicles.

Mayor Bass said that over the last two weeks COVID-19 results have gone down, but it is still active. Talk to kids that are returning to school about staying safe, wash hands. He also wants to compliment the staff on the work being done around the city.

City Manager Tim Kelty said that the Mayor did sign a new mask order effective through the end of September. He complimented Chief Motley on the Hurricane Preparedness Meeting he put together, he said it was very informative.

Update on reports / concerns from Department heads

There was no comment from Department heads.

Open session was closed at 7:37 pm and Council entered into Executive Session.

CLOSED SESSION:

Executive Session regarding a.) (Potential Litigation) consultation with city attorney b.) (Deliberations about Real Property), 212 East Park Ave in accordance with Government Code Annotated, Chapter 551, Sections 551.071, 551.074.

REGULAR SESSION

Mayor Brooks Bass reconvened regular session at 8:18 P.M.

Consideration and possible action on the sale or transfer of property located at 212 East Park Avenue.

On a motion by Councilwoman Loeza seconded by Councilman Green, with all present voting "Aye"

5-0 Council unanimously approved authorizing the City Manager to allow the removal of the vent hood, and the fire suppression system from the property at 212 East Park Ave.

On a motion by Councilwoman Loeza seconded by Councilman Cain, with all present voting "Aye" 5-0 Council unanimously approved authorizing the transfer of the property located at 212 East Park Ave to EDC Board for sale for development with claw backs provisions for failure to comply with terms of development.

Adjourn

On a motion by Councilwoman Loeza, seconded by Councilman Yates, with all present voting "Aye", Mayor Pro Tem, Sandra Loeza adjourned the meeting at 8:19 PM.

Mayor, Brooks Bass
City of Freeport, Texas

City Secretary, Betty Wells
City of Freeport, Texas



City Council Agenda Item # 3

Title: Consideration of approving Ordinance No 2020-2609 amending polling locations for the 2020 General Election.

Date: September 8, 2020

From: Betty Wells

Staff Recommendation: Staff recommends approving Ordinance No. 2020-2609 amending the polling locations for the November 3, 2020 General Election.

Item Summary: Brazoria County Elections department contacted staff with an updated polling location list.

Background Information: Brazoria County Elections office annually distributes a list of county wide polling places. Due to the pandemic, a voting location had to be removed, and another location added. This is done by the County Election Offices.

Special Considerations: N/A

Financial Impact: N/A

Board or 3rd Party recommendation: N/A

Supporting Documentation:

Ordinance and attachments.

ORDINANCE NO. 2020-2609

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; AMENDING POLLING LOCATIONS IN ACCORDANCE WITH THE BRAZORIA COUNTY CLERK AMENDED LIST OF COUNTYWIDE POLLING LOCATIONS IN REFERENCE TO THE GENERAL ELECTION CALLED FOR THE FIRST TUESDAY IN NOVEMBER, 2020, BEING NOVEMBER 3, 2020; PROVIDING FOR RATIFICATION AND CONFIRMATION BY THE MAYOR OF SAID CITY OF THE ACTION TAKEN BY THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, on August,13 2020 the City Council of the City of Freeport, passed Ordinance 2020-2607 calling the general local election for November 3, 2020; and

WHEREAS, subsequent to the passage of Ordinance 2020-2607 the polling locations for early voting and election day voting set by the county in its joint election contract have been changed, and such changes are adopted in this Ordinance.

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

SECTION ONE-Designation of County-Wide Polling Locations on Election Day

As provided in the Joint Election Agreement and Contract for Election Services between the City and the County Clerk of Brazoria County, Texas, which is incorporated herein by reference, for the purpose of the election called by this ordinance, there shall be one (1) municipal polling place, within the City of Freeport located at the Freeport Library, 410 Brazosport Blvd., Freeport, Brazoria County, Texas. On that day, voting will also be permitted at the Polling Places set forth in Exhibit A attached.

SECTION TWO-Designation of County-Wide Polling Locations Early Voting.

As provided in the Joint Election Agreement and Contract for Election Services between the City and the Brazoria County Clerk Election Department, incorporated herein by reference, early voting shall begin on October 13, 2020, and end on October 30, 2020, such early voting to be conducted by the County Clerk of Brazoria County, Texas, at such locations, set forth in Exhibit B attached.

SECTION THREE--Ratification and Confirmation by Mayor.

By signing this ordinance, the undersigned Mayor of the City hereby

ratifies and confirms as his action all matters hereinabove recited which by law come within his jurisdiction.

SECTION FOUR--Severance Clause

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

SECTION FIVE--Effective Date

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

READ, PASSED AND ADOPTED this _____ day of September, 2020.

Brooks Bass, Mayor,
City of Freeport, Texas

ATTEST:

Betty Wells, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Christopher Duncan, City Attorney,
City of Freeport, Texas

Revised-8-25-20 ELECTION DAY VOTE CENTERS-2020 GENERAL

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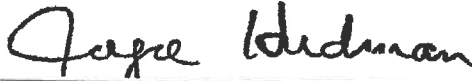
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Early Voting Clerk

AVISO DE VOTACIÓN ADELANTADA EN LOS SITIOS DE VOTACIÓN AUXILIARES

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Secretaria de la Votación Adelantada



City Council Agenda Item # 4

Title: Consideration of approving Ordinance No. 2020-2610 amending polling locations for the 2020 Charter Amendment Election.

Date: September 8, 2020

From: Betty Wells

Staff Recommendation: Staff recommends approving Ordinance No. 2020-2610 amending the polling locations for the November 3, 2020 Charter Amendment Election.

Item Summary: Brazoria County Elections department contacted staff with an updated polling location list.

Background Information: Brazoria County Elections office annually distributes a list of County wide polling places. Due to the pandemic a voting location had to be removed, and another location was added. This is done by County Election Offices.

Special Considerations: N/A

Financial Impact: N/A

Board or 3rd Party recommendation: N/A

Supporting Documentation:

Ordinance and attachments.

ORDINANCE NO. 2020-2610

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; AMENDING POLLING LOCATIONS IN ACCORDANCE WITH THE BRAZORIA COUNTY CLERK AMENDED LIST OF COUNTYWIDE POLLING LOCATIONS IN REFERENCE TO THE CHARTER AMENDMENT ELECTION CALLED FOR THE FIRST TUESDAY IN NOVEMBER, 2020, BEING NOVEMBER 3, 2020; PROVIDING FOR RATIFICATION AND CONFIRMATION BY THE MAYOR OF SAID CITY OF THE ACTION TAKEN BY THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, on August 13, 2020 the City Council of the City of Freeport, passed Ordinance 2020-2608 calling the Charter Amendment Election for November 3, 2020; and

WHEREAS, subsequent to the passage of Ordinance 2020-2608 the polling locations for early voting and election day voting set by the county in its joint election contract have been changed, and such changes are adopted in this Ordinance.

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

SECTION ONE-Designation of County-Wide Polling Locations on Election Day

As provided in the Joint Election Agreement and Contract for Election Services between the City and the County Clerk of Brazoria County, Texas, which is incorporated herein by reference, for the purpose of the election called by this ordinance, there shall be one (1) municipal polling place, within the City of Freeport located at the Freeport Library, 410 Brazosport Blvd., Freeport, Brazoria County, Texas. On that day, voting will also be permitted at the Polling Places set forth in Exhibit A attached.

SECTION TWO-Designation of County-Wide Polling Locations Early Voting.

As provided in the Joint Election Agreement and Contract for Election Services between the City and the Brazoria County Clerk Election Department, incorporated herein by reference, early voting shall begin on October 13, 2020, and end on October 30, 2020, such early voting to be conducted by the County Clerk of Brazoria County, Texas, at such locations, set forth in Exhibit B attached.

SECTION THREE--Ratification and Confirmation by Mayor.

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

SECTION FOUR--Severance Clause

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

SECTION FIVE--Effective Date

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

READ, PASSED AND ADOPTED this _____ day of September, 2020.

Brooks Bass, Mayor,
City of Freeport, Texas

ATTEST:

Betty Wells, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Christopher Duncan, City Attorney,
City of Freeport, Texas

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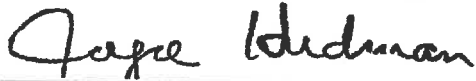
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Early Voting Clerk

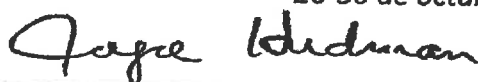
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Secretaria de la Votación Adelantada



City Council Agenda Item # 5

Title: Veteran's Day Parade & Festivities Postponement

Date: September 8, 2020

From: Laura Tolar, Special Projects Coordinator

Staff Recommendation:

Staff recommends the City Council approve allowing staff to postpone the City hosted event until November 11, 2021 due to the ongoing pandemic.

Item Summary:

The City of Freeport was scheduled to host the Veteran's Day Parade to be held on November 11, 2020 (Veteran's Day). Due to the Covid-19 pandemic, the Veteran's Day steering committee suggested we consider postponing hosting the parade and festivities until 2021. Many of the events featured during this celebration include elderly veterans who will not want to risk exposure to the virus.

Background Information:

This will be the third time that the City of Freeport has hosted. We previously hosted in 2003 and 2009.

Special Considerations:

N/A

Financial Impact:

N/A.

Board or 3rd Party recommendation:

John Jasso American Legion Post No. 241 Chief Organizer of this event for over 20 years. He is requesting that this be postponed.

Supporting Documentation:

N/A



City Council Agenda Item # 6

Title: Consideration and possible action on Task Authorization # 14 with Freese and Nichols for renovation of the DOW Heritage House.

Date: September 8, 2020

From: Tim Kelty, City Manager

Staff Recommendation:

Staff recommends Discussion of this item and tabling for further research into possible funding.

Item Summary:

Task Authorization #14 with Freese and Nichols Engineering prepares architectural design specifications for the renovation of the Dow Heritage House located at 311 E. Park Street in Freeport. Renovation required includes replacement of the roof system and repair of extensive water damage throughout that has led to structural deterioration of the building.

The cost of Task Authorization #14 is a lump sum proposal \$69,573 this includes development of architectural design services and development of specifications, bid services, specified construction phase services, additional services (Contingency as may be necessary as a result of it being a restoration project with unforeseen design needs), and review and approval of monthly pay requests.

Background Information:

Water damage in the building was noticed and addressed on a smaller scale as far back as 2 years ago. Based on contractor recommendations, attempts to correct the problem were made including resealing around windows. Late last year, upon identifying a larger problem maintenance solicited recommendations from a couple contractors and received estimates for the recommended repairs that were as much as \$375,000. At that point Management determined that the best route forward was to have a third party expert review the conditions and make recommendations on the corrective action needed. Freese and Nichol was asked to have their architect review and make a recommendation.

Freese and Nichols recommended review by David Watson, Architect and Assoc, a specialist in Restoration out of Galveston that they have worked with on numerous projects. Mr. Watons's report is included with the task authorization. He is estimating renovation costs of \$450,000. Actual costs would be determined by bid.

Special Consideration:

The previous renovation to this building was completed about 5 years ago. Over a \$100,000 in donations were made to the Museum Foundation for the work from:
The Dow Chemical Company,
BASF,
Sorrell Construction,
Port Freeport,
Phillips 66,
Freeport LNG,
Perryman Family,
Offshore Oil Services,
Nat Hickey,
Roy Yates,
TDECU,
Troy Brimage,
Brazosport Environmental & Recycling Services,
Blueline Print Shop,
The Cundieff Family,
Linda Robertson,
Your Special Place,
Bette R. Castron In Memory of J.A. "Dusty" Castron,
First State Bank of Clute,
Shintech,
Brazosport HS Class of 1967,
Sharon Rogers,
Nancy Wollam,
Brazosport Girlfriends Club, and
Brooks Commercial

Board or 3rd Party recommendation: None

Financial Impact: The cost of this project was proposed to come from the Bond. However, based on the Architects estimate, an additional approximately \$125,000 would need to be budgeted from another source.

Supporting Documentation: Task Authorization.



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

FNI PROJECT PROJECT/PHASE/TASK
DATE: 8/20/2020

This authorization is in accordance with the terms and conditions outlined in the Extended Master Agreement executed on June 15, 2020 and expires on June 30, 2021.

Project Name: Heritage House Restoration

Description of Services: Services are described in Attachment B.

Deliverables: Heritage House Restoration Final Architectural Design Package.

Schedule: Construction Plans and Specifications to be provided 90 days after Notice to Proceed.

Compensation shall be: A Not to Exceed amount of Sixty-Nine Thousand Five Hundred Seventy-Three Dollars (\$69,573).

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: 

BY: _____

Mehran (Ron) Bavarian
Print Name

Print Name

TITLE: Associate

TITLE: _____

DATE: 8-20-20

DATE: _____

ATTACHMENT B
City of Freeport
Heritage House Restoration
Task Order #14

SCOPE OF SERVICES

Project Understanding:

Freese and Nichols, Inc. (FNI) and subconsultant, David Watson Architect & Associates, will perform restoration architectural final design services for the Heritage House located at 311 E. Park St., Freeport, Texas 77541.

Assumptions:

1. Basis for restoration design is from recommendations included in Architect's proposal attached.
2. FNI & subconsultant will provide Limited Construction Administration Services.

ARTICLE I

TASK A: BUILDING RESTORATION DESIGN

A1. Project Management

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

A2. Restoration Design

Based on the pre-proposal visit of Heritage House by the restoration architect, our team will perform the following:

- Conduct field measurements
- Develop preliminary floor plans and elevations of existing building.
- Develop a schematic design scope of work for review.
- Develop construction documents consisting of architectural plans, elevations, details, and specifications, structural engineering including windstorm compliance.
- Scope does not include any MEP engineering.

FNI team will provide as deliverable final construction plans and specifications for the proposed building restoration and an opinion of probable construction cost.

TASK B: BID PHASE

B1. Advertising for Bids

City staff will handle.

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 for the restoration 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. City Council Award of Contract

City staff will handle.

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 bidder's 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 LIMITED SERVICES

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 maximum of seven (7) site visits by the architect, four (4) by the structural engineer and four (4) by FNI to coincide with some of list visits to verify the contractor is in compliance with the contract documents or to discuss issues during construction. It is assumed that the City will monitor the daily progress of the contractor.

C6. Substantial & Final Completions

Coordinate and conduct the Substantial Completion inspection 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: AS-NEEDED ADDITIONAL DESIGN SERVICES

Due to nature of project being a restoration design, FNI and architect may encounter unforeseen and out of scope designs which will be warranted. This will be discussed with the City prior to any work. A scope and fee will be proposed for such work for approval prior to performing the work. FNI proposes a budget be included in the project to be used at discretion of City for this additional work.

TASK E: ACCESSIBILITY COMPLIANCE REVIEW & INSPECTION

Restoration plans will be registered with Texas Department of Licensing and Regulation for Accessibility Compliance review and post construction inspection. A budget will be set for service.

SUMMARY OF DELIVERABLES

1. Prefinal plans and specifications Submittal.
2. Final plans and specifications Submittal.

SUMMARY OD SCHEDULE

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

1. Prefinal Plans and specifications - 60 days after NTP
2. Final Plans and specifications - 30 days after City review

If FNI team'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 FEES:

FNI team shall perform the proposed scope of services based on rates set in the Master Agreement. FNI proposes to undertake this restoration project at lump sum costs for Tasks A, B, & C and on as needed for Tasks D & E for a total not to exceed \$69,573 without prior approval. The as-needed services under Task D, if warranted, will be performed after a scope and fee submittal and approval. Services under Task E will be billed based coordination costs and registration & inspection fees. A breakdown of the fee by task is presented below:

City of Freeport Heritage House Restoration Summary of Fee by Task	
TASK A: PRELIMINARY & DESIGN	\$35,738
TASK B: BID SERVICES	\$5,190
TASK C: LIMITED CONSTRUCTION PHASE SERVICES	\$15,645
TASK D: AS-NEEDED ADDITIONAL DESIGN SERVICES, IF AUTHORIZED (BUDGET)	\$11,000
TASK E: ACCESSIBILITY REVIEW & INSPECTION (BUDGET)	\$2,000
FNI Services Subtotal (LS) \$69,573	



DAVID WATSON, ARCHITECT & ASSOCIATES

402 20TH STREET, GALVESTON, TEXAS 77550
409-762-8000 (voice) DWARCH@AOL.COM 409-762-5256 (fax)
DAVIDWATSONARCHITECT.COM

August 10, 2020

Re: Heritage House
311 E. Park Street
Freeport, Texas 77541

Project Description:

The existing historic structure underwent a renovation approximately 5 years ago. The work involved removal of brick veneer, window replacement, installation of siding, and interior renovations. This work has proven to be substandard resulting in structural deterioration of the building.

Additionally, the restrooms and lift do not comply with Texas Accessibility Standards (TAS). The mounted chair lift isn't even rated for commercial use. It does not remotely comply with any accessible wheelchair lift.

The damage is so extensive around the windows that they will have to be removed. The surrounding structural framing will need to be rebuilt. The windows do not appear to be suitable for the type installation. Further investigation will be required to determine if the windows can be re-used or new windows specified. The weather wrap will have to be removed and installed properly. In order to do this, the siding will have to be removed and replaced.

A rear stair and deck were constructed to the second floor. The construction is not in compliance with windstorm, TAS, or commercial building codes. The second floor has only one means of egress. There is no door access onto this new stair. An exit door will have to be installed from the second floor onto a code compliant egress stair.

There is a crawl space below the first floor. There does not appear to be any access points or ventilation provided. This will need to be addressed. Plantings in the screen structure will need to be thinned and removed to prevent holding moisture against the main building.

The building will have to be brought into compliance with TAS. This will require the addition of a code compliant lift. This can probably be accomplished utilizing an incline wheelchair lift on the stair. The restrooms will also have to be addressed.

The interior finishes have been compromised by water intrusion around the windows. Finishes will have to be removed to address structural as well as any mold and mildew issues within the wall cavity. Baseboards, window trim, and wall finishes will then be replaced.

The base cabinets in the kitchen will need to be removed in order to address water infiltration issues as well. The sink area and cabinets will need to comply with TAS.

There appears to be some issues with the floor finish, but further investigation is required to determine a remedy. The second floor ceiling drywall is showing water damage. City staff stated the HVAC ductwork had sweating issues. This will need to be addressed as well as any attic ventilation and insulation issues.

City staff also stated that the thru wall scuppers were not properly flashed and water was leaking into the wall cavity. This will need to be corrected.

Additional items may become evident as drawings and specifications are developed. It is also probable that based on observed conditions there will be underlying concealed issues as well.

The proposal prepared by JC Custom Builders on April 30, 2020 does not appear to adequately address the issues associated with the evidenced damage or underlying code deficiencies.

Preliminary Design Phase:

Develop floor plans and elevations of existing building. Prepare schematic design scope of work for review. Includes on site field measurement of existing building.

Construction Documents and Construction Phases:

Provide architectural and engineering services as follows:

Construction Documents Phase:

Architectural plans, elevations, details, and specifications

Structural engineering including windstorm compliance

(No MEP engineering fees are included)

Progress prints will be submitted as work progresses for review and comment by the client

Pricing Phase

Assist Owner in securing costs associated with the project

A pre-bid conference will be held on site with the prospective contractors

Permitting and Construction Observation Phase

Assist Contractor in permitting construction

Perform routine site visits during construction

(maximum 7 architectural & 4 structural site visits- additional if required to be billed hourly)

Meet with general contractor, subcontractors, and owner on site to review progress, address questions, and provide comments on work performed

Provide written field reports for distribution

Work with contractors to address construction issues that may arise during construction

Review applications for payment

Base Fee:

The existing structure will require field measuring at \$2,750. The architectural base fee including structural engineering fees will be based upon 7.5% of the total construction costs. The base fee will be based upon an estimated construction cost of \$450,000, and will be adjusted accordingly. The base fee will be invoiced on a percentage of work completed on a monthly basis according to the following breakdown:

Field Measurements		\$2,750.00
Preliminary Design	20% of 7.5%	\$6,750.00
Construction Documents	45% of 7.5%	\$15,187.50
Pricing & Permitting	5% of 7.5%	\$1,687.50
Construction Observation	<u>30%</u> of 7.5%	<u>\$10,125.00</u>
Total	100% of 7.5%	\$36,500.00

Additional Services:

Additional work or addenda due to revisions by the Owner or his agent shall be billed separately based on an hourly basis in 15-minute increments according to the following rates:

Principal Architect	\$165.00/Hr
Project Manager	\$92.25/Hr
Intern Architect II	\$55.50/Hr
Intern Architect	\$50.00/Hr
Draftsperson	\$48.00/Hr

Reimbursable Expenses:

Reimbursable expenses are in addition to base fee services outlined and shall be billed as a multiple of 1.10 times the expenses incurred in the interest of the Project. Reimbursable expenses shall include postage and handling of Drawings, Specifications and other documents; Texas Accessibility Standards

filing, review and inspection fees; CAD plots and reproduction expenses, survey, soils testing, etc. MEP engineering fees deemed necessary by the Client will be billed as a reimbursable expense.

Schedule of Work

Upon approval of proposal and a signed agreement, Architect will provide a timeline for preparation of drawings. The Client shall provide all pertinent information to the Architect as required so that performance of the work is not delayed. Architect shall not be responsible for delays in completing the work which are caused by factors beyond the Architect's control or which result from action or inaction of any governmental agency, the Client, the Owner, or Contractor, or other Owner hired consultants.

Payment of Fees:

Monthly invoices will be based on work completed to date. Invoices unpaid 30 days after the invoice date shall be considered delinquent, and an interest rate of 1% per month along with a late fee of \$25.00 charged.

Terms of Agreement

This proposal is valid for a period of 60 days. If this proposal is acceptable, please sign and return a copy along with the initial payment of \$2,000. The initial payment will be credited during the Construction Observation phase of the work.

Statement of Jurisdiction

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as Architects in Texas.

Texas Board of Architectural Examiners
333 Guadalupe, Tower 2, Suite 350
Austin, TX 78701
512-305-9000

Architect:



Date:





City Council Agenda Item # 7

Title: Public Hearing Regarding FY2020-2021 Proposed Budget

Date: September 8, 2020

From: Stephanie Russell, Assistant City Manager/Finance Director

Staff Recommendation:

N/A

Item Summary:

On August 10, 2020, the City Manager presented a proposed budget for the Fiscal Year 2020-2021 which was filed with the City Secretary and posted on the City website as required by Local Government Code Section 102.005.

The adjustments identified below have been made from the originally proposed budget under the General Fund.

Revenue:

- Property Tax Revenue was updated to reflect the Certified Estimate and calculations for the No New Revenue Tax Rate.
- Updated Water and Sewer Revenue based on new rate increase.

Expenditures:

- Legal Services was added as a separate account under Administration and \$150,000 was included as a placeholder.
- Under Community Development, \$100,000 was removed from the Proposed Budget as it anticipated to be encumbered this Fiscal Year for the Zoning Overhaul.
- Funding (\$20,000) for a Visitor Center Kiosk was added as placeholder under the Hotel/Motel Tax Fund.
- Staff will be proposing to grandfather additional employees affected by the recent change to longevity pay. This impact has been included across the departments.
- Under General Fund, Streets and Drainage, fuel costs were inadvertently eliminated in the proposed budget and therefore added back.
- The \$10k allocated under Emergency Management was removed.

The overall net impact of these changes to the General Fund is a decrease in revenue less expenditures of \$23,654.

Changes in Expenditures from original Proposed Budget:

Expenditures	Original Proposed Budget	Adjustments	Updated Proposed Budget
General Fund			
Administration	1,784,520	150,024	1,934,544
Municipal Court	179,029	218	179,246
Police/Animal Control	4,835,269	2,401	4,837,671
Fire/Emergency Management	1,361,666	1,238	1,362,903
EMS	907,809	189	907,998
Streets/Drainage	1,301,734	24,244	1,325,978
Service Center	221,933	155	222,087
Beach Maintenance	10,000	-	10,000
Garbage	992,453	-	992,453
Building	334,930	52	334,982
Code Enforcement	478,545	(99,709)	378,836
Library	55,700	-	55,700
Parks	1,358,666	520	1,359,186
Recreation	583,484	(284)	583,200
Sr. Citizen's Commission	10,250	-	10,250
Golf Course	1,127,762	278	1,128,041
Historical Museum	378,221	82	378,302
Emergency Management	10,000	(10,000)	-
General Fund Total	15,931,969	69,408	16,001,378
Water/Sewer Fund	5,750,982	72	5,751,054
Other Funds			
Capital Debt Service	551,924	-	551,924
Court Security	23,400	-	23,400
Court Technology	11,400	-	11,400
Hotel/Motel	10,250	20,000	30,250
Marina	5,000	-	5,000
State Narcotics	15,000	-	15,000
Facilities CIP	205,775	-	205,775
Vehicle & Equipment Fund	269,642	-	269,642
Streets & Drainage CIP	250,000	-	250,000
Information Technology Fund	475,259	-	475,259
2020 Cert of Obligation	3,802,000	-	3,802,000
Other Funds Total	5,619,650	20,000	5,639,650
Total Expenditures	27,302,602	89,480	27,392,082
Transfers	2,401,351	-	2,401,351
Grand Total Budget	29,703,953	89,480	29,793,433

Background Information:

Per Section 102.006 of the Local Government Code, the City must hold a public hearing on the proposed budget. Any person may attend and may participate in the hearing. The governing body shall set the hearing for a date occurring after the 15th day after the date the proposed budget is filed with the municipal clerk but before the date the governing body makes its tax levy. Notice of this hearing was made in compliance with Section 102.005(b) of Local Government Code.

Special Considerations:

N/A

Financial Impact:

The Proposed Budget has been updated to utilize the No-New-Revenue tax rate of \$0.615859 which still maintains current service levels throughout all departments. At this time, the Proposed General Fund Budget has expected excess revenues over \$540,000. The total Budget (which includes all Funds) is approximately \$29.7 million.

Board or 3rd Party recommendation:

N/A

Supporting Documentation:

Updated Pages from Proposed Budget

City of Treport
FY2020-2021 Proposed Budget (September 8, 2020)

City Wide Summary

	FY2017-2018 Actual	FY2018-2019 Actual	FY2019-2020 Estimate	FY2019-2020 Budget	FY2020-2021 Proposed
Revenue					
Industrial Districts	5,971,350	7,532,865	7,640,258	7,969,830	7,967,460
Water & Sewer Services	4,853,440	4,826,101	4,637,827	5,290,000	6,598,940
Property Tax	2,651,356	3,022,583	3,133,142	3,165,832	3,332,454
Sales Tax	2,145,155	2,134,644	1,821,374	2,040,000	1,900,000
Charges for Service	2,249,911	2,192,185	1,757,347	1,965,484	1,886,394
Franchise & Other Taxes	668,332	692,927	634,962	650,278	647,826
Miscellaneous Income	632,717	287,644	281,098	298,020	410,522
Fines & Forfeits	494,649	383,187	223,848	305,400	319,400
Intergovernmental	258,911	753,633	356,846	515,775	284,505
Lease Income	5,529,713	261,127	267,574	282,574	282,574
License and Permits	136,752	85,849	83,405	104,591	104,591
Investment Earnings	179,603	251,254	100,877	144,900	94,500
Interest Income	-	132	-	-	38,500
Bond Proceeds	-	-	7,700,000	-	-
Revenue Total	25,771,888	22,424,131	28,638,558	22,732,684	23,867,666
Expenditures					
Services	7,136,237	7,700,563	7,821,625	8,311,426	8,447,002
Salaries	6,612,736	6,607,119	6,822,719	7,284,700	7,918,875
Capital Outlay	1,709,198	2,077,643	3,722,159	4,562,359	5,212,676
Benefits	2,719,538	2,812,740	2,677,045	3,068,800	3,043,639
Supplies	894,761	692,223	558,892	913,186	842,982
Maintenance	752,374	683,598	633,441	723,284	718,956
Sundry	503,843	517,952	447,356	500,325	656,028
Debt Service	664,726	1,625,380	652,892	838,790	551,924
Transfer	-	-	-	-	-
Depreciation Expense	453,751	483,264	-	-	-
Expenditures Total	21,447,164	23,200,482	23,336,129	26,202,870	27,392,082
Transfer					
Transfer	502,749	1,249,172	8,979,881	8,988,696	2,401,351
General Fund Loan	502,749	959,159	1,000,000	1,000,000	-
Transfer Total	1,005,498	2,208,331	9,979,881	9,988,696	2,401,351

**City of Freeport
FY2020-2021 Proposed Budget (September 8, 2020)**

City Wide Summary by Fund

	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021
	Actual	Actual	Estimate	Current Budget	Proposed Budget
Revenue					
General Fund	20,231,614	16,609,993	15,653,147	16,828,332	16,542,004
Water/Sewer	4,948,567	5,121,489	4,695,868	5,276,100	6,655,842
Beach Maintenance	8,320	9,405	-	-	-
Capital Debt Service	275,881	292,503	539,417	565,232	568,300
Capital Projects Fund	-	39	-	-	-
COO 2008 Debt Service Fund	296,147	307,160	82	-	-
Court Security	-	6,758	3,974	7,600	7,600
Court Technology	-	8,862	4,683	10,000	10,000
Federal Narcotics	-	-	-	-	-
Hotel/Motel	11,359	36,681	7,325	12,000	12,000
Marina	-	-	7,420	7,420	7,420
State Narcotics	-	31,242	26,643	26,000	26,000
Streets & Drainage CIP	-	-	-	-	-
2020 Cert of Obligation	-	-	7,700,000	-	38,500
Revenue Total	25,771,888	22,424,131	28,638,558	22,732,684	23,867,666
Expenditures					
General Fund	15,537,865	16,796,066	13,673,480	15,660,728	16,001,378
Water/Sewer	5,296,199	5,737,981	5,581,238	6,196,112	5,751,054
Beach Maintenance	23,023	9,399	2,842	-	-
Capital Debt Service	280,263	290,115	569,224	565,232	551,924
Capital Projects Fund	-	-	54,000	54,000	-
COO 2008 Debt Service Fund	299,314	295,218	-	-	-
Court Security	-	250	19,287	13,400	23,400
Court Technology	-	9,265	11,806	11,400	11,400
Federal Narcotics	-	-	-	-	-
Hotel/Motel	10,500	11,000	6,333	10,250	30,250
Marina	-	-	21,125	25,000	5,000
State Narcotics	-	51,189	5,636	15,000	15,000
Facilities CIP	-	-	699,562	954,054	205,775
Vehicle & Equipment Fund	-	-	441,691	447,788	269,642
Streets & Drainage CIP	-	-	2,249,906	2,249,906	250,000
Information Technology Fund	-	-	-	-	475,259
2020 Cert of Obligation	-	-	-	-	3,802,000
Expenditures Total	21,447,164	23,200,482	23,336,129	26,202,870	27,392,082

**City of Treport
FY2020-2021 Proposed Budget (September 8, 2020)**

Changes in Fund Balance

The City strives to maintain an undesignated General fund balance equal to 25% of budgeted expenditures for the General Operating Fund. In other operating funds, the City shall strive to maintain a positive unassigned fund balance (working capital) position to provide sufficient reserves for emergencies and revenue shortfalls. In addition, the city will seek to maintain a working capital (current assets minus current liabilities) balance equal to 33% budgeted expenditures for the Water and Sewer Utility Enterprise fund.

	FY2017-2018 Actual	FY2018-2019 Actual	FY2019-2020 Estimate	FY2019-2020 Current Budget	FY2020-2021 Proposed Budget
General Fund					
Beginning Fund Balance	5,931,308	10,122,308	8,823,622	8,823,622	5,407,167
Revenue Less Expenditures	4,693,749	(186,073)	1,979,667	1,167,604	540,627
Transfers	(502,749)	(1,112,612)	(5,396,122)	(5,144,348)	(1,200,676)
Ending Fund Balance	\$ 10,122,308	\$ 8,823,622	\$ 5,407,167	\$ 4,846,878	\$ 4,747,118
Fund Balance as % of Exp.	65.1%	52.5%	39.5%	30.9%	29.7%
% Change in Fund Balance		-12.8%	-38.7%	-10.4%	-2.1%

In FY2017-2018 the City received a one-time payment from Dow for a subsurface lease in the amount of \$5.5M. Therefore, the City has made over \$2.7M in one-time capital investments in FY2018-2019. This includes paying off all lease purchase agreements (\$1.3M), HVAC improvements to City Hall and RiverPlace (\$645K), Demolition of Old City Hall and Community House (\$67K), and additional concrete street repairs (\$765k). A one-time transfer (loan) to the Water & Sewer Fund (\$1M), and a transfer to the Streets & Drainage Fund (\$300k) in FY2019-2020.

Water & Sewer Fund					
Beginning Fund Balance	(13,371)	141,747	484,413	484,413	564,401
Revenue Less Expenditures	(347,631)	(616,492)	(920,012)	(885,369)	904,787
Transfers	502,749	959,159	1,000,000	1,000,000	(150,000)
Ending Fund Balance*	\$ 141,747	\$ 484,413	\$ 564,401	\$ 599,044	\$ 1,319,188
% Change in Fund Balance		241.7%	16.5%	6.1%	120.2%

*Includes Long Term Assets and Liabilities.

A loan of \$1M occurred in FY2019-2020 to increase working capital. This was in addition a \$250k recurring transfer. The Utility Fund is anticipated to make transfers to the General Fund in FY2021.

Debt Service Funds					
Beginning Fund Balance	56,290	48,741	63,072	63,072	33,347
Revenue Less Expenditures	(7,549)	14,330	(29,725)	-	16,376
Transfers	-	-	-	-	-
Ending Fund Balance	\$ 48,741	\$ 63,072	\$ 33,347	\$ 63,072	\$ 49,723
% Change in Fund Balance		29.4%	-47.1%	89.1%	-21.2%



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**City of Peoria
FY2020-2021 Proposed Budget (September 8, 2020)**

General Fund Summary

	FY2017-2018 Actual	FY2018-2019 Actual	FY2019-2020 Estimate	FY2019-2020 Budget	FY2020-2021 Proposed	Increase/ (Decrease)
Revenue						
Industrial Districts	5,971,350	7,532,865	7,640,258	7,969,830	7,967,460	(2,370)
Property Tax	2,079,806	2,423,535	2,593,746	2,601,000	2,764,154	163,154
Sales Tax	2,145,155	2,134,644	1,821,374	2,040,000	1,900,000	(140,000)
Charges for Service	2,249,911	2,192,185	1,757,347	1,965,484	1,886,394	(79,090)
Franchise & Other Taxes	656,972	656,341	627,637	638,278	635,826	(2,452)
Intergovernmental	146,660	449,876	349,447	515,775	280,505	(235,270)
Fines & Forfeits	494,649	367,728	215,191	287,800	301,800	14,000
Miscellaneous Income	647,097	259,086	196,521	283,000	328,700	45,700
Lease Income	5,529,713	261,127	267,574	282,574	282,574	-
Investment Earnings	173,549	246,756	100,646	140,000	90,000	(50,000)
License and Permits	136,752	85,849	83,405	104,591	104,591	-
Revenue Total	20,231,614	16,609,993	15,653,147	16,828,332	16,542,004	(286,328)
Expenditures						
Salaries	6,525,796	6,515,956	6,717,599	7,186,600	7,808,172	621,572
Benefits	2,686,611	2,769,573	2,640,140	3,028,900	3,005,278	(23,622)
Services	2,440,745	2,591,984	2,586,065	3,024,840	3,092,282	67,442
Supplies	861,784	667,697	492,523	886,186	815,436	(70,750)
Maintenance	724,739	675,918	610,407	705,609	701,098	(4,511)
Sundry	503,843	457,248	439,204	448,424	579,112	130,688
Debt Service	85,149	1,040,048	83,668	273,558	-	(273,558)
Capital Outlay	1,709,198	2,077,642	103,874	106,611	-	(106,611)
Expenditures Total	15,537,865	16,796,066	13,673,480	15,660,728	16,001,378	340,650
Beg Fund Balance	5,931,308	10,122,308	8,823,622	8,823,622	5,407,167	
Revenue Less Expenditures	4,693,749	(186,073)	1,979,667	1,167,604	540,627	
Transfers Out	(502,749)	(1,112,612)	(5,396,122)	(5,144,348)	(1,200,676)	
Transfers In					150,000	
Net Transfers	(502,749)	(1,112,612)	(5,396,122)	(5,144,348)	(1,050,676)	
Ending Fund Balance	10,122,308	8,823,622	5,407,167	4,846,878	4,897,118	
25% Operating Reserve	3,884,466	4,199,016	3,418,370	3,915,182	4,000,344	
Available Fund Balance	6,237,841	4,624,606	1,988,797	931,696	896,774	

**City of Peoria
FY2020-2021 Proposed Budget (September 8, 2020)**

General Fund Summary (by Department)

	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021	
	Actual	ACTUAL	ESTIMATE	CURRENT	PROPOSED	Increase/ (Decrease)
				BUDGET	BUDGET	
Revenue						
Revenue	20,231,614	16,609,993	15,653,147	16,828,332	16,542,004	(286,328)
Revenue Total	20,231,614	16,609,993	15,653,147	16,828,332	16,542,004	(286,328)
Expenditures						
Administration	1,917,380	2,760,382	1,764,594	2,212,670	1,934,544	(278,126)
Municipal Court	140,295	132,442	159,636	180,508	179,246	(1,262)
Police/Animal Control	4,525,460	4,514,479	4,369,600	4,537,133	4,837,671	300,538
Fire/Emergency Management	983,420	1,366,073	1,134,218	1,209,222	1,362,903	153,681
EMS	841,835	826,700	742,260	884,290	907,998	23,708
Streets/Drainage	1,989,050	2,168,596	1,224,514	1,344,960	1,325,978	(18,982)
Service Center	154,299	193,451	161,327	191,090	222,087	30,997
Beach Maintenance	-	-	6,469	9,200	10,000	800
Garbage	962,293	899,603	820,209	992,453	992,453	-
Building	279,521	299,012	284,914	341,400	334,982	(6,418)
Code Enforcement	268,019	266,173	350,007	431,950	378,836	(53,114)
Library	25,588	26,560	25,148	28,300	55,700	27,400
Parks	1,753,653	1,432,732	1,172,465	1,448,659	1,359,186	(89,473)
Recreation	602,476	461,790	298,482	584,200	583,200	(1,000)
Sr. Citizen's Commission	13,465	9,839	8,017	10,100	10,250	150
Golf Course	898,265	1,151,749	912,638	968,300	1,128,041	159,741
Historical Museum	182,845	286,485	229,909	276,293	378,302	102,009
Emergency Management	-	-	9,073	10,000	-	(10,000)
Expenditures Total	15,537,865	16,796,066	13,673,480	15,660,728	16,001,378	340,650
Beginning Fund Balance	5,931,308	10,122,308	8,823,622	8,823,622	5,407,167	
Revenue Less Expenditures	4,693,749	(186,073)	1,979,667	1,167,604	540,627	
Transfers Out	(502,749)	(1,112,612)	(5,396,122)	(5,144,348)	(1,200,676)	
Transfers In	-	-	-	-	150,000	
Net Transfers	(502,749)	(1,112,612)	(5,396,122)	(5,144,348)	(1,050,676)	
Ending Fund Balance	10,122,308	8,823,622	5,407,167	4,846,878	4,897,118	
25% Operating Reserve	3,884,466	4,199,016	3,418,370	3,915,182	4,000,344	
Available Fund Balance	6,237,841	4,624,606	1,988,797	931,696	896,774	

**City of Freeport
FY2020-2021 Proposed Budget (September 8, 2020)**

Revenue Summary

General Fund

Property Tax

Property Tax valuations have increased by an average of 6.7% over the last five years. The property tax rate of \$0.628005 has been consistent since FY2016-2017, however; due to the increase in values - the rate will be proposed to go down in FY2020-2021. The average collection rate over the total levy is 101% (this includes prior year collections).

Fiscal Year	Assessed Valuation	Percent Change in Values	Total Tax Rate	Percent Change in Rate	Levy	Tax Collection	Collection Rate*
2020-2021*	534,102,931	7.2%	0.615859	-1.9%	3,289,321		
2019-2020**	498,075,393	6.5%	0.628005	0.0%	3,127,938	3,043,271	97.3%
2018-2019	467,890,813	9.4%	0.628005	0.0%	2,938,378	2,961,998	100.8%
2017-2018	427,819,975	5.1%	0.628005	0.0%	2,686,731	2,651,355	98.7%
2016-2017	407,085,943	5.1%	0.628005	-2.7%	2,556,520	2,548,122	99.7%

*Certified Estimate, Net Taxable Value

**Includes all years as of June 30. Current year collection rate is 96.56%

Sales Tax

Sales tax has been decreasing overall from the last fiscal year. In looking at historical trends, FY2019 and FY2017 appear to be outliers. When removed, this fiscal year's revenue is in line with prior years. Therefore, staff recommends budgeting based on the average of 2015, 2016, 2018 and 2020.

Industrial Districts

The City has three Industrial Development Agreements: Brazosport IDA (Interlocal with Lake Jackson and Clute), Freeport IDA, and Freeport LNG.

- The Brazosport IDA is calculated based on property values or CPI-U – whichever is greater. The CPI-U for calendar year 2019 was 2%. Since values have not been set, the budget has been increased by the CPI.

- The Freeport IDA is based on values with the percent of the tax rate applied increasing each year. In Fiscal Year 2020-2021 this increase is 1%.

- Freeport LNG Industrial District payments are made in accordance to a payment schedule outline in the agreement. For FY2020-2021 this is \$2 million.

Agreement	Expiration Year	FY17-18 Actual	FY18-19 Actual	FY19-20 Actual	FY20-21 Estimate	% Increase
Brazosport IDA	2026	3,842,354	4,273,312	4,354,938	4,442,037	2%
Freeport IDA	2026	1,278,997	1,484,553	1,510,320	1,525,423	1%
Freeport LNG	2029	850,000	1,775,000	1,775,000	2,000,000	13%
Total		5,971,350	7,532,865	7,640,258	7,967,460	4%

Franchise & Other Taxes

Other Taxes includes franchise fees and Mixed Beverage Tax. These taxes have been updated based on actuals year to-date.

Fines & Forfeits

Court fines and forfeits are projected to remain flat over the next year.

**City of Freeport
FY2020-2021 Proposed Budget (September 8, 2020)**

Revenue Summary

General Fund

Charges for Service

- Golf Course Revenue has been updated to on prior and current actuals with the largest increase in Merchandise sales.
- Parks & Recreation Rentals have been lumped into Parks Rental due to lack of consistent tracking in prior years. Moving forward, each rental property will be individually tracked.

Intergovernmental

- The City has interlocal agreements with the City of Oyster Creek and Commodore Cove to provide EMS services - these contributions are reflected under EMS Rev - Interlocal.
- EMS will be seeking a grant for an AED program under Grant Revenue.
- A grant from DJ-Edward Byrne Memorial Justice Assistance Grant (JAG) Program for PD is anticipated.

Investment Earnings

The City has been earning significant interest on the \$5.5M received from Dow. As the City spends this money, interest earnings are anticipated to decrease accordingly.

Lease Income

Lessee	Location	Expires	Payment Frequency	Payment Amount	Annual Amount
Amistad	City Hall		Monthly	750	9,000
Brazosport College	Museum		Annually	27,000	27,000
Dow Golf Course	Golf Course	2036	Annually	100,000	100,000
Gulf LNG	City Hall		Monthly	841	10,096
Lucy Goose	Nat Hickey Bldg.		Monthly	1,250	15,000
Olin	City Hall	2023	Monthly	9,764	117,172
Platinum Marketing	City Hall		Monthly	359	4,306
Subtotal Lease Income					282,574

Licenses & Permits

Licenses and Permits are projected to remain flat over the next year.

Miscellaneous Income

Miscellaneous Income has been reduced based on actual anticipated income.

**City of Freeport
FY2020-2021 Proposed Budget (September 8, 2020)**

Revenue

General Fund

Category	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021
	Actual	Actual	Estimate	Current Budget	Proposed Budget
Industrial Districts					
010 Tax - Brazosport Indust Dist	3,842,354	4,273,312	4,354,938	4,354,938	4,442,037
020 Tax - Freeport Indust Dist	1,278,997	1,484,553	1,510,320	1,839,892	1,525,423
021 Tax-Freeport Lng Industrial Di	850,000	1,775,000	1,775,000	1,775,000	2,000,000
Industrial Districts Total	5,971,350	7,532,865	7,640,258	7,969,830	7,967,460
Property Tax					
110 Tax - Pr - Current Year	1,906,722	2,278,583	2,545,673	2,487,000	2,764,154
110 Tax - Pr - P & I Current Year	16,534	21,531	20,404	20,000	-
120 Tax - Pr - P & I Prior Years	26,097	20,779	8,449	18,000	-
120 Tax - Pr - Prior Years	130,453	102,643	19,220	76,000	-
Property Tax Total	2,079,806	2,423,535	2,593,746	2,601,000	2,764,154
Sales Tax					
300 Tax - Sales Tax	2,145,155	2,134,644	1,821,374	2,040,000	1,900,000
Sales Tax Total	2,145,155	2,134,644	1,821,374	2,040,000	1,900,000
Charges for Service					
100 Ambulance Revenue	716,239	529,528	310,809	300,000	300,000
100 Merchandise	4,790	2,048	-	4,000	4,000
101 Golf Rev - Receipts (No Tax)	156,310	151,428	118,202	165,000	155,000
107 Museum Membership Dues	-	-	-	-	-
110 Museum Revenues-Building R	34,775	19,350	575	1,000	1,000
200 Golf Rev - Cart Rental	66,189	67,207	45,462	77,000	70,000
200 Pool Receipts	5,805	898	30	7,500	7,500
300 Garbage - Revenue	871,173	883,789	942,000	958,290	942,000
300 Recreation Center Fees	35,203	35,524	13,878	33,000	33,000
301 Garbage Overage	4,644	14,076	4,898	-	-
350 Program Fees	15,547	10,331	-	19,000	19,000
400 Pool Concessions	-	760	-	1,000	1,000
401 Golf Rev - Merchandise	107,521	168,909	106,768	150,800	100,000
402 Golf Rev - Prepared Foods	9,681	9,275	6,238	9,900	9,900
403 Golf Rev - Beer Sales	62,825	61,350	48,792	63,800	63,800
404 Golf Rev - Soft Drinks&Chips	27,933	34,063	18,996	35,200	35,200
450 Golf Rev - Memberships	62,772	91,062	97,357	88,000	95,000
500 Community House Rental	9,702	(14,850)	-	-	-
501 Riverplace Rental Revenue	5,839	98,089	29,286	34,486	34,486
502 Velasco Community House	4,193	32,543	5,928	5,928	5,928
503 Fmp Rental Revenue	350	4,870	1,350	1,650	1,650
504 Fmpg Rental Revenue	82	662	60	60	60
505 Fchp Rental Revenue	305	5,320	1,470	1,720	1,720
506 Riverside Gazebo Rental	82	80	-	-	-
507 Fch Rental Revenue	-	-	(100)	-	-
508 Arrington Park Rental	140	(4,574)	-	-	-
509 Seniors Rental Revenue	490	6,642	1,150	1,150	1,150
510 Veterans Memorial Rental	500	-	-	-	-
511 Promotions Revenue	1	455	-	-	-
512 Heritage House Rentals	-	1,750	2,703	-	-
550 Park Rental	49,331	(28,035)	(1,100)	-	-

**City of Freeport
FY2020-2021 Proposed Budget (September 8, 2020)**

Revenue

General Fund

Category	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021
	Actual	Actual	Estimate	Current Budget	Proposed Budget
579 Senior Citizens Payments	1,377	103	-	2,000	-
601 Trolley Rental	-	-	-	-	-
700 Garbage - Bad Debt Write-Off	(7,774)	830	621	-	-
800 Garbage - Discounts	-	-	-	-	-
800 Museum Fundraiser Revenue	125	625	577	-	-
803 Museum Father-Daughter Dai	-	2,563	1,076	2,000	2,000
812 Museum Gift Shop Revenue	3,761	4,395	322	3,000	3,000
813 Museum - Promotions	-	1,120	-	-	-
Charges for Service Total	2,249,911	2,192,185	1,757,347	1,965,484	1,886,394
Franchise & Other Taxes					
410 Tax - Franchise - Utilities	500,559	502,707	500,782	481,000	490,766
430 Tax - Franchise - Telecom	105,742	107,611	101,377	110,000	100,000
450 Tax - Franchise - Garbage	4,690	4,622	1,726	5,060	5,060
600 Tax - Bingo	1,915	2,259	666	-	-
700 Tax - Mixed Beverage	44,067	39,141	23,086	42,218	40,000
Franchise & Other Taxes Total	656,972	656,341	627,637	638,278	635,826
Miscellaneous Income					
100 Ems Water Bill Donations	90,553	96,959	87,952	70,000	85,000
100 Insurance Recovery	14,598	36,913	34,843	20,000	20,000
101 Misc Income	241,220	41,666	46,707	24,000	54,700
103 Utility Reimbursements	20,459	21,393	7,245	23,000	23,000
105 Marine Operations Revenue-L	7,420	-	-	-	-
111 Splashpad Donations	15,745	200	839	1,500	1,500
136 Release Of Liens	-	9,560	13,580	-	-
200 Sale Of Property	230,228	2,269	400	110,000	110,000
300 Tax Abatement Fee	-	-	-	-	-
525 Police - Sale Of Equip	5,698	-	-	10,000	10,000
603 Kids Fest Donations	5,650	-	-	1,500	1,500
652 Vic Promotions	-	-	-	-	-
700 Mowing/Demolition Liens	9,718	16,426	291	15,000	15,000
804 Museum Grant Revenue	-	-	-	-	-
811 Museum Donation-Misc. Exhil	1,000	24,514	348	5,000	5,000
910 Donations - Historical Museu	1,033	5,427	685	1,000	1,000
911 Donations - Police	-	-	3,500	-	-
915 Donations - Park/Recreation	75	1,500	-	-	-
920 Donations - Miscellaneous	2,500	510	130	1,000	1,000
921 Donations-Kids Fest	1,000	1,750	-	1,000	1,000
925 Donations - Veteran'S Memor	200	-	-	-	-
Miscellaneous Income Total	647,097	259,086	196,521	283,000	328,700
Fines & Forfeits					
100 Municipal Court Revenue	473,531	360,746	207,678	286,000	300,000
101 Municipal Court Revenue-Dot	1,863	542	-	600	600
102 Court Collection Fees	-	4,733	7,013	-	-
200 Mun Crt Tech Fund Revenue	10,146	-	-	-	-
201 Mun Crt Sec Fund Revenue	7,609	-	-	-	-
305 Adm Fees - Defensive Driving	1,500	1,707	500	1,200	1,200

**City of Freeport
FY2020-2021 Proposed Budget (September 8, 2020)**

Revenue

General Fund

Category	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021
	Actual	Actual	Estimate	Current Budget	Proposed Budget
306 Adm Fees - No DI Or Ins. Proof	-	-	-	-	-
Fines & Forfeits Total	494,649	367,728	215,191	287,800	301,800
Lease Income					
600 Lease Income	5,529,713	261,127	267,574	282,574	282,574
Lease Income Total	5,529,713	261,127	267,574	282,574	282,574
Intergovernmental					
101 Ems Rev - Interlocal	-	166,055	155,805	233,180	155,805
400 Grant Revenue	9,989	26,325	-	16,784	-
430 Grant Revenue-Police Departr	108,346	92,426	106,611	106,611	115,500
450 Intergovernmental Revenues	38	42,925	-	150,000	-
460 Fema Disaster Relief	-	122,144	77,749	-	-
470 Grant Rev-Glo Beach Maint	-	-	9,282	9,200	9,200
525 Police - Seizures	24,148	-	-	-	-
906 Grant Funds-Texas Comprollei	4,139	-	-	-	-
Intergovernmental Total	146,660	449,876	349,447	515,775	280,505
License and Permits					
100 Permit - Alcoholic Beverage	6,645	7,283	6,726	11,000	11,000
100 Permit - Mechanical	10,578	3,705	861	1,000	1,000
105 Permit - Gas Test	150	245	15	200	200
110 Permit - Building	84,996	49,994	44,458	60,000	60,000
120 Permit - Electrical	10,322	7,156	5,130	6,000	6,000
125 Permit - Safety	170	140	6,065	200	200
130 Permit - Plumbing	4,192	3,468	4,068	4,000	4,000
135 Rights-Of-Ways/Easements	3,150	757	46	5,500	5,500
200 Permit - Health	2,575	4,180	7,925	8,000	8,000
700 Permit - Amusement	4,646	133	6	300	300
800 Permit - Chauffers-Towing	500	275	825	200	200
801 Permit - Taxi Cabs	1,215	-	-	-	-
802 Permit - Peddlers	-	15	-	-	-
803 Permit - Solicitors	-	15	15	-	-
804 Permit - Dance Hall	-	235	103	-	-
805 Permit- Plat Filing Fees	189	119	387	66	66
806 Permit - Trailer Parks	250	-	6,575	6,575	6,575
807 Permit - Misc.	7,174	8,129	200	1,000	1,000
808 Permit - Coin Op Machine	-	-	-	550	550
License and Permits Total	136,752	85,849	83,405	104,591	104,591
Investment Earnings					
100 Interest Income	173,549	246,756	100,646	140,000	90,000
Investment Earnings Total	173,549	246,756	100,646	140,000	90,000
Grand Total	20,231,614	16,609,993	15,653,147	16,828,332	16,542,004



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City of Houston
FY2020-2021 Proposed Budget (September 8, 2020)

Expenditure Summary

General Fund

Salaries & Benefits

A 3% increase has been included under Salaries as a placeholder.

The City will experience an overall decrease in Group Insurance due to the significant lower medical insurance premiums. Part of these savings are proposed to be used for the addition of employee dental, vision, and 40% towards dependent medical insurance in FY2020-2021.

The City's contribution to the Texas Municipal Retirement System (TMRS) has been increased due to an increase in rates starting January 1, 2020.

Unemployment Insurance was previously accounted for under Administration but is proposed to be allocated according to Department.

Administration

A new mid-level position has been added under Finance to assist with Purchasing, Grant Administration, Fiscal Analysis, and General Ledger Reporting.

Additional funding has been added for two elections - November 2020 and May 2021.

A new account has been added for Legal Services and \$150k was added as a placeholder.

Municipal Court

No Major Changes.

Police/Animal Control

One time increase to furniture & fixture budget to replace CID & Sgt Chairs

Requested upgrade to existing Laserfiche platform adding additional \$1,000.00 to yearly maintenance cost.

Offset dispatch console grant cost with yearly maintenance & warranty fee of \$22,291.25

Fire/EMS

Departmental software for fire reporting and inspections has been consolidated into one line item.

Community Development

Upgraded Clerk to Coordinator and one Code Compliance Officer to a Supervisor.

Added funds for Tire and Paint disposal under Code Enforcement.

Added funds to purchase I-Pads for compatibility with EnerGov under Office/Computer Supplies.

Public Works

New Director of Public Works position.

Elimination of Parks and Recreation Director.

Technician position moved to field crew.

Added funding for training.

Culture, Recreation & Tourism

Added copier lease under Electronics/Computer Maintenance.

Moved Daddy Daughter Dance from Museum Fundraiser account to Special Events.

Added funds for Riverfest, under Rec Center Special Events.

Increased staff training, memberships & conference.

Golf Course

No Major Changes.



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**City of Freeport
FY2020-2021 Proposed Budget (September 8, 2020)**

Administration

General Fund

Leading by example, the Administration of the City of Freeport is focused on building and maintaining a strong management team, resolute regarding ethical and cost-effective municipal service, that meets the needs of the public, our employees and our elected officials. City Administration is responsible for the oversight of all City Departments.

FY2019-2020 Achievements

Solicited proposals for Group Medical Insurance resulting in significantly lower medical insurance premiums.
Updated City's Employee Handbook, Investment Policy, Purchasing Policy, and Financial Management Policies.

Designed and implemented program in which all employees given annual evaluation and feedback.

Brought on an Engineering firm to kickoff new infrastructure projects.

Oversaw issuance of 2020 certificates of obligation bonds and was assigned a S&P Global Rating of 'AA-'

Goals & Objectives for FY2020-2021

Begin implementation of bond funding primarily for major investment in Street and Drainage Infrastructure, and secure Grant and Loan funding for major Water and Sewer construction projects including overhauling primary Wastewater Treatment Plant, and initiation of Infiltration and Inflow corrective actions.

Effect improvements at City Hall, to include first floor restrooms and meeting space for City Council, Boards and Court.

Complete Bid process for securing new contract for Solid Waste Collection Services.

Implement upgrade of new financial software.

Submit for Distinguished Budget Award.

Major Changes In FY2020-2021

A new mid-level position has been added under Finance to assist with Purchasing, Grant Administration, Fiscal Analysis, and General Ledger Reporting.

Salaries have been increased up to 3% based on merit evaluations in 2020.

The City's contribution to dependent and spousal coverage has been increased to 40%.

Additional funding has been added for two elections - November 2020 and May 2021.

A new account has been added for Legal Services and \$150k was added as a placeholder.

Category	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021	Increase/ (Decrease)
	Actual	Actual	Estimate	Current Budget	Proposed Budget	
Salaries	674,816	568,777	651,200	626,113	756,568	105,368
Benefits	214,194	197,825	227,000	190,163	241,778	14,778
Supplies	65,670	29,237	39,500	38,802	36,350	(3,150)
Services	533,909	520,878	710,311	666,257	643,683	(66,628)
Maintenance	120,180	130,856	108,000	119,516	105,718	(2,282)
Sundry	180,840	183,222	203,101	123,743	150,447	(52,654)
Debt Service	3,059	903,043	273,558	-	-	(273,558)
Capital Outlay	124,712	226,544	-	-	-	-
Grand Total	1,917,380	2,760,382	2,212,670	1,764,594	1,934,544	(278,126)

City of Freeport
FY2020-2021 Proposed Budget (September 8, 2020)

Administration

General Fund

Employee Count

Position	FY2018-2019	FY2019-2020	FY2020-2021	
	Actual	Budget	Proposed Budget	Increase/ (Decrease)
Administration				
Accounting Specialist	1	1	1	0
Admin. Assistant	0	1	1	0
Asst. City Manager	0	1	1	0
City Manager	1	1	1	0
City Secretary	1	1	1	0
Finance Director	1	0	0	0
Financial Administrator	0	0	1	1
HR Assistant	0	1	1	0
HR Assistant (PT)	1	0	0	0
HR Director	1	1	1	0
Receptionist	1	0	0	0
Special Projects Coord.	1	1	1	0
Administration Total	8	8	9	1

**City of Keosauqua
FY2020-2021 Proposed Budget (September 8, 2020)**

Administration

General Fund

Category	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021	Increase/ (Decrease)
	Actual	Actual	Estimate	Current Budget	Proposed Budget	
Salaries						
100 Salaries/Wages	659,754	544,532	599,983	629,100	724,512	95,412
165 Educational Pay	2,640	5,448	9,078	6,300	11,801	5,501
175 Longevity	6,825	4,090	2,656	2,100	3,360	1,260
180 Auto Allowance	1,171	7,200	7,650	7,800	7,800	-
181 Cell Phone Allowance	-	950	2,100	1,800	2,400	600
190 Overtime	4,425	6,557	4,647	4,100	6,695	2,595
Salaries Total	674,816	568,777	626,113	651,200	756,568	105,368
Benefits						
201 F I C A & Medicare	49,947	40,836	46,179	51,400	57,877	6,477
210 Group Insurance	65,950	70,393	68,042	76,800	72,552	(4,248)
230 T M R S	94,565	75,750	73,565	96,000	109,135	13,135
240 Workmen'S Compensation	58	1,809	1,476	1,900	1,320	(580)
291 Unemployment Insurance	3,674	9,037	900	900	893	(7)
Benefits Total	214,194	197,825	190,163	227,000	241,778	14,778
Supplies						
310 Office/Computer Supplies	22,310	15,892	24,174	24,850	21,450	(3,400)
311 Postage/Shipping	4,916	4,970	4,532	5,000	5,000	-
312 Books/Publ/Subscriptions	418	1,098	4,910	1,650	4,600	2,950
320 Other Electronics	28,190	100	25	500	150	(350)
335 Clothing	941	332	628	1,000	500	(500)
352 Furniture & Fixtures	858	1,245	-	2,000	500	(1,500)
385 Small Tools & Equipment	117	902	15	-	25	25
390 Fuel-Mileage Reimb.	478	452	2,309	-	2,000	2,000
392 Janitorial Supplies	1,328	2,735	1,725	1,500	1,525	25
399 Other Supplies	6,114	1,510	485	3,000	600	(2,400)
Supplies Total	65,670	29,237	38,802	39,500	36,350	(3,150)
Services						
400 City Council Stipends	-	-	10,700	10,700	10,450	(250)
413 Professional Services	384,793	360,180	479,019	479,019	139,480	(339,539)
414 Bank Charges	3,162	12,566	1,317	4,500	1,500	(3,000)
415 Telephone	12,429	17,233	12,386	20,000	15,000	(5,000)
417 Professional Fees-Legal	-	-	-	-	240,000	240,000
426 Physicals/Screening	195	1,681	127	600	600	-
430 Advertising	10,467	11,911	10,917	10,000	21,357	11,357
434 Marketing	12,804	23,639	4,055	24,000	22,860	(1,140)
438 Thanksgiving Super Feast	8,273	8,928	9,247	10,000	10,000	-
440 Electricity	53,764	46,308	37,385	48,200	48,804	604
441 Water	-	570	-	-	10,200	10,200
442 Gas-Entex	11,549	7,439	3,287	12,300	8,000	(4,300)
470 Equipment Rental	1,594	763	1,159	2,000	1,840	(160)
479 Appraisal District	17,791	18,533	20,292	20,292	20,400	108
482 Service Contracts	14,623	20,441	59,488	19,500	43,300	23,800
484 Tax Collections	2,098	(11,947)	2,756	2,200	2,200	-
499 Other Services	366	2,634	14,123	47,000	47,692	692

City of Peepert
FY2020-2021 Proposed Budget (September 8, 2020)

Administration

General Fund

Category	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021	Increase/ (Decrease)
	Actual	Actual	Estimate	Current Budget	Proposed Budget	
Services Total	533,909	520,878	666,257	710,311	643,683	(66,628)
Maintenance						
543 Electronics/Computer Maint	63,197	63,972	83,139	58,000	55,033	(2,967)
545 Bldg/Bldg Equip Maintenance	56,983	66,885	36,377	50,000	50,685	685
Maintenance Total	120,180	130,856	119,516	108,000	105,718	(2,282)
Sundry						
602 Seminars/Dues/Travel	17,411	25,298	23,500	23,500	36,547	13,047
604 Public Office Liability	11,000	11,000	15,320	27,301	16,000	(11,301)
610 Employee Relations	7,347	12,796	21,230	14,500	14,400	(100)
628 Property/Gen Liab Insurance	90,332	89,741	32,225	94,300	34,000	(60,300)
680 380 Agreements	15,000	25,000	-	-	-	-
687 Damage Claims	-	-	-	-	-	-
690 Elections	-	-	2,204	8,000	11,200	3,200
695 College Reimbursement	-	-	1,381	12,500	6,300	(6,200)
699 Other - Sundry	39,749	19,388	27,883	23,000	32,000	9,000
Sundry Total	180,840	183,222	123,743	203,101	150,447	(52,654)
Debt Service						
775 Lease Interest	4,255	22,471	-	10,599	-	(10,599)
776 Lease Principal	(1,197)	880,571	-	262,959	-	(262,959)
Debt Service Total	3,059	903,043	-	273,558	-	(273,558)
Capital Outlay						
880 Land Acquisition	-	(2,788)	-	-	-	-
899 Capital Outlay	124,712	229,332	-	-	-	-
Capital Outlay Total	124,712	226,544	-	-	-	-
Grand Total	1,917,380	2,760,382	1,764,594	2,212,670	1,934,544	(278,126)

**City of Freeport
FY2020-2021 Proposed Budget (September 8, 2020)**

Municipal Court

General Fund

The mission of the Municipal Court is to provide efficient, effective, and impartial services in the promotion of justice through the facilitating the timely disposition of cases with prompt and courteous service. The Municipal Court is composed of the Court Supervisor, one Court Clerks, Municipal Court Judge, and Prosecutor. The department is responsible for the timely, impartial, and accurate processing of warrants and violations filed with the Court as well as collecting assessed fines and fees and setting the dockets of cases for adjudication.

FY2019-2020 Achievements

Implemented new online website and phone system for Court payments.

Goals & Objectives for FY2020-2021

Implement migration to new Incode software for Court.

Major Changes In FY2020-2021

Salaries have been increased up to 3% based on merit evaluations in 2020.

The City's contribution to dependent and spousal coverage has been increased to 40%.

Category	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021
	Actual	Actual	Estimate	Current Budget	Proposed Budget
Salaries	44,052	54,139	81,600	75,760	84,161
Benefits	20,264	23,846	37,300	34,298	38,010
Supplies	4,136	1,458	5,800	3,072	5,800
Services	52,504	45,258	54,733	44,819	50,200
Maintenance	7,711	6,762	-	786	-
Sundry	11,628	980	1,075	901	1,075
Capital Outlay	-	-	-	-	-
Grand Total	140,295	132,442	180,508	159,636	179,246

Employee Count

Position	FY2018-2019	FY2019-2020	FY2020-2021
	Actual	Budget	Proposed Budget
Court			
Court Clerk	0	1	1
Court Supervisor	1	1	1
Court Total	1	2	2

City of Keokuk
FY2020-2021 Proposed Budget (September 8, 2020)

Municipal Court

General Fund

Category	FY2017-2018 Actual	FY2018-2019 Actual	FY2019-2020 Estimate	FY2019-2020 Current Budget	FY2020-2021 Proposed Budget	Increase/ (Decrease)
Salaries						
100 Salaries/Wages	41,453	50,704	74,037	79,100	80,585	1,485
165 Educational Pay	-	-	-	-	-	-
175 Longevity	716	815	1,015	900	898	(2)
185 Uniform Allowance	-	-	-	-	-	-
190 Overtime	1,882	2,619	708	1,600	2,678	1,078
Salaries Total	44,052	54,139	75,760	81,600	84,161	2,561
Benefits						
201 F I C A & Medicare	3,329	4,073	5,682	6,300	6,438	138
210 Group Insurance	10,628	11,838	19,078	18,900	19,175	275
230 T M R S	6,306	7,803	9,259	11,700	12,140	440
240 Workmen'S Compensation	-	132	179	300	160	(140)
291 Unemployment Insurance	-	-	100	100	96	(4)
Benefits Total	20,264	23,846	34,298	37,300	38,010	710
Supplies						
310 Office/Computer Supplies	2,536	1,458	2,629	2,850	2,850	-
311 Postage/Shipping	1,500	-	443	2,300	2,300	-
312 Books/Publ/Subscriptions	-	-	-	350	350	-
335 Clothing	100	-	-	-	-	-
352 Furniture & Fixtures	-	-	-	-	-	-
385 Small Tools & Equipment	-	-	-	-	-	-
390 Fuel	-	-	-	-	-	-
399 Other Supplies	-	-	-	300	300	-
Supplies Total	4,136	1,458	3,072	5,800	5,800	-
Services						
407 Collection Agency Fees	(495)	(1,680)	-	2,250	2,250	-
413 City Judge	41,300	42,000	39,900	42,000	42,000	-
414 Bank Charges	11,321	4,639	4,633	8,800	5,000	(3,800)
415 Telephone	(345)	148	94	933	200	(733)
426 Physicals/Screening	94	-	1	-	-	-
499 Other Services	630	150	190	750	750	-
Services Total	52,504	45,258	44,819	54,733	50,200	(4,533)
Maintenance						
524 Vehicle Maintenance	-	-	-	-	-	-
543 Electronics/Computer Maint	7,711	6,762	786	-	-	-
Maintenance Total	7,711	6,762	786	-	-	-
Sundry						
601 Faithful Performance Bond	-	-	-	75	75	-
602 Seminars/Dues/Travel	521	980	749	700	700	-
629 Vehicle Insurance	-	-	-	-	-	-
684 Technology Fund Expense	2,800	-	-	-	-	-
685 Security Fund Expense	8,307	-	-	-	-	-
699 Other - Sundry	-	-	152	300	300	-
Sundry Total	11,628	980	901	1,075	1,075	-
Capital Outlay						
899 Capital Outlay	-	-	-	-	-	-
Capital Outlay Total	-	-	-	-	-	-
Grand Total	140,295	132,442	159,636	180,508	179,246	(1,262)

**City of Treport
FY2020-2021 Proposed Budget (September 8, 2020)**

Police/Animal Control

General Fund

The Mission of the Police Department is to protect, serve, model integrity, and demonstrate professionalism all while enhancing the quality of life for the residents by providing police services through shared responsibility with the public.

FY2019-2020 Achievements

- Lowered the overall operational budget to better fit Police Department needs.
- Made internal repairs to police department server to fix city wide cameras.
- Replaced DVD Burner Hard Drive to maintain normal operations without replacing entire machine.

Goals & Objectives for FY2020-2021

- Improve failing infrastructure vital to overall operations at Police Department.
- Acquire and adapt technology to remain up to date and in compliance.
- Revamp recruitment and increase training to remain a competitive police department.

Major Changes In FY2020-2021

- Salaries have been increased up to 3% based on merit evaluations in 2020.
- The City's contribution to dependent and spousal coverage has been increased to 40%.
- One time increase to furniture & fixture budget to replace CID & Sgt Chairs
- Requested upgrade to existing Laserfiche platform adding additional \$1,000.00 to yearly maintenance cost.
- Offset dispatch console grant cost with yearly maintenance & warranty fee of \$22,291.25

Category	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021	Increase/ (Decrease)
	Actual	Actual	Estimate	Current Budget	Proposed Budget	
Salaries	2,554,137	2,580,837	2,664,200	2,575,586	2,973,433	309,233
Benefits	1,052,051	1,094,999	1,093,600	1,002,120	1,127,740	34,140
Supplies	165,628	156,713	171,550	133,959	175,750	4,200
Services	268,371	273,818	352,722	338,185	368,897	16,175
Maintenance	92,292	104,462	93,450	117,892	95,950	2,500
Sundry	120,863	68,394	55,000	98,509	95,900	40,900
Capital Outlay	272,118	235,256	106,611	103,349	-	(106,611)
Grand Total	4,525,460	4,514,479	4,537,133	4,369,600	4,837,671	300,538

City of Freeport
FY2020-2021 Proposed Budget (September 8, 2020)

Police/Animal Control

General Fund

Employee Count

Position	FY2018-2019	FY2019-2020	FY2020-2021	
	Actual	Budget	Proposed Budget	Increase/ (Decrease)
Police				
Admin. Assistant	0	1	1	0
Admin. Secretary	1	0	0	0
Animal Control Officer	2	2	2	0
Captain	1	1	1	0
Chief	1	1	1	0
Crossing Guard (PT)	4	4	4	0
Detective	4	4	4	0
Detective (PT)	1	1	0	(1)
Dispatch Supervisor	1	1	1	0
Dispatcher	7	7	7	0
Jailer	2	2	2	0
Lieutenant	1	1	1	0
Patrol Officer	20	20	20	0
Records Clerk	2	2	2	0
Sergeant	5	5	5	0
Police Total	52	52	51	(1)

City of Peepers
FY2020-2021 Proposed Budget (September 8, 2020)

Police/Animal Control

General Fund

Category	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021	Increase/ (Decrease)
	Actual	Actual	Estimate	Current Budget	Proposed Budget	
Salaries						
100 Salaries/Wages	2,437,086	2,422,066	2,362,011	2,513,600	2,674,459	160,859
110 Salaries/Wages-Pt	-	-	7,103		137,209	137,209
165 Educational Pay	4,535	38,581	70,071	35,300	41,200	5,900
175 Longevity	23,323	24,986	25,060	19,400	26,584	7,184
185 Uniform Allowance	969	3,554	4,397	4,300	5,401	1,101
190 Overtime	88,223	91,651	106,945	91,600	88,580	(3,020)
Salaries Total	2,554,137	2,580,837	2,575,586	2,664,200	2,973,433	309,233
Benefits						
201 F I C A & Medicare	193,177	195,688	199,674	202,600	227,468	24,868
210 Group Insurance	455,458	464,032	434,844	446,600	422,604	(23,996)
230 T M R S	362,393	367,142	313,617	378,800	428,918	50,118
240 Workmen'S Compensation	41,023	68,137	50,785	62,400	45,379	(17,021)
291 Unemployment Insurance	-	-	3,200	3,200	3,372	172
Benefits Total	1,052,051	1,094,999	1,002,120	1,093,600	1,127,740	34,140
Supplies						
310 Office/Computer Supplies	15,577	13,589	12,452	16,522	16,900	378
311 Postage/Shipping	331	299	15	750	750	-
320 Other Electronics	8,177	9,032	8,393	13,700	10,700	(3,000)
335 Clothing	22,597	18,514	23,993	18,500	18,500	-
352 Furniture & Fixtures	1,099	1,224	2,599	2,878	6,700	3,822
385 Small Tools & Equipment	-	332	-	2,500	3,500	1,000
389 Chemicals	775	-	-	1,000	1,000	-
390 Fuel	78,805	80,761	59,347	79,800	79,800	-
391 Prisoner Meals	6,051	4,332	4,695	4,000	6,000	2,000
392 Janitorial Supplies	3,962	5,358	6,776	6,500	4,500	(2,000)
394 Investigative Supplies	5,218	9,266	8,106	8,500	8,500	-
395 Ammunition/Gun Supplies	5,215	7,508	1,180	7,000	9,000	2,000
399 Other Supplies	17,821	6,497	6,405	9,900	9,900	-
Supplies Total	165,628	156,713	133,959	171,550	175,750	4,200
Services						
413 Professional Services	23,254	18,391	21,366	22,500	22,501	1
415 Telephone	53,274	55,828	59,915	47,882	60,000	12,118
425 Contract Labor	169	-	-	300	300	-
426 Physicals/Screening	2,414	2,297	3,104	3,500	3,500	-
430 Advertising	865	1,433	723	1,800	-	(1,800)
431 Animal Facility	111,950	125,000	158,418	125,000	119,200	(5,800)
440 Electricity	24,942	21,118	16,624	21,200	22,256	1,056
441 Water	-	-	-	-	10,200	10,200
442 Gas-Entex	1,517	665	1,066	800	1,200	400
480 Prisoner Medical	-	-	-	-	-	-
482 Service Contracts	48,887	48,650	75,761	128,240	128,240	-
485 Laundry Services	-	112	-	-	-	-
499 Other Services	1,099	325	1,207	1,500	1,500	-
Services Total	268,371	273,818	338,185	352,722	368,897	16,175

City of Peep
FY2020-2021 Proposed Budget (September 8, 2020)

Police/Animal Control

General Fund

Category	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021	Increase/ (Decrease)
	Actual	Actual	Estimate	Current Budget	Proposed Budget	
Maintenance						
524 Vehicle Maintenance	51,628	59,490	51,349	35,700	35,700	-
543 Electronics/Computer Maint	18,280	24,192	16,691	36,750	32,250	(4,500)
545 Bldg/Bldg Equip Maintenance	22,384	20,780	49,819	21,000	28,000	7,000
546 Land/Grounds Maint	-	-	32	-	-	-
Maintenance Total	92,292	104,462	117,892	93,450	95,950	2,500
Sundry						
601 Faithful Performance Bond	-	-	-	-	-	-
602 Seminars/Dues/Travel	26,585	25,605	17,013	16,700	26,700	10,000
604 Liability/Property Insurance	57,474	26,000	7,869	22,100	60,200	38,100
619 Federal Narcotics Expense	13,440	-	-	-	-	-
620 Local Narcotics	7,941	-	2,098	-	-	-
621 K-9 Expense	2,381	5,064	18,568	4,500	4,500	-
625 Marine Operations	9,448	2,390	763	-	-	-
629 Vehicle Insurance	1,226	6,900	49,430	7,200	-	(7,200)
687 Damage Claims	-	-	-	-	-	-
699 Other - Sundry	2,368	2,435	2,768	4,500	4,500	-
Sundry Total	120,863	68,394	98,509	55,000	95,900	40,900
Capital Outlay						
898 Grant Expenditures	-	42,569	98,741	106,611	-	(106,611)
899 Capital Outlay	272,118	192,687	4,608	-	-	-
Capital Outlay Total	272,118	235,256	103,349	106,611	-	(106,611)
Grand Total	4,525,460	4,514,479	4,369,600	4,537,133	4,837,671	300,538

**City of Freeport
FY2020-2021 Proposed Budget (September 8, 2020)**

Fire/EMS

General Fund

Freeport Fire & EMS is a full time operation staffed with 18 career firefighters that are capable of providing high levels of life saving interventions as well as fire and rescue to ensure the safety of our citizens as well as our visitors. We respond to approximately 2500 emergency calls per year including fire, ems, and hazardous incidents. We make it our priority to develop, maintain, and progress our positive relationship with our community during incident responses as well as our daily interactions. Our Mission: Public servants delivering services through compassion, caring and educational outreach programs to protect our community through its services of fire response, emergency medical service, and environmental emergencies.

FY2019-2020 Achievements

Filled the position of Administrative Assistant that was proposed last fiscal year. We have also brought on new Firefighter/EMT's to reach full staffing of shifts.

Our department, with the assistance of the entire city, has implemented precautionary standards of operations to properly interact with the CoVid-19 pandemic while obtaining PPE inventory through multiple sources for utilization of emergency responders and our patients.

Received approval from the City of Freeport Council to update the EMS Fee Schedule to better fund the required operations as well as supplement revenue.

Goals & Objectives for FY2020-2021

Implement consistent employee training in fire suppression, emergency medical services, and rescue. This should include specialized training in mental health, hostile environments, and transportation emergencies.

Complete Clean Room in the bay and continue to update the station.

Initiate the AED "Shock Advised" Program.

Major Changes In FY2020-2021

Salaries have been increased up to 3% based on merit evaluations in 2020.

The City's contribution to dependent and spousal coverage has been increased to 40%.

Departmental software for fire reporting and inspections has been consolidated into one line item.

Category	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021	Increase/ (Decrease)
	Actual	Actual	Estimate	Current Budget	Proposed Budget	
Salaries	1,050,847	1,087,175	1,206,500	1,145,612	1,332,332	125,832
Benefits	408,586	426,212	481,300	426,378	494,635	13,335
Supplies	137,762	155,449	191,056	101,824	157,656	(33,400)
Services	47,801	89,221	74,945	78,268	106,943	31,998
Maintenance	51,959	53,571	53,000	56,208	60,080	7,080
Sundry	82,394	91,566	86,711	68,187	119,255	32,544
Capital Outlay	45,906	289,579	-	-	-	-
Grand Total	1,825,255	2,192,772	2,093,512	1,876,477	2,270,901	177,389

**City of Freeport
FY2020-2021 Proposed Budget (September 8, 2020)**

Fire/EMS

General Fund

Employee Count

Position	FY2018-2019	FY2019-2020	FY2020-2021	
	Actual	Budget	Proposed Budget	Increase/ (Decrease)
EMS				
Firefighters	9	9	9	0
EMS Total	9	9	9	0
Fire				
Admin. Assistant	0	1	1	0
Deputy Chief	0	0	1	1
EMS Coordinator	1	1	0	-1
Fire Chief	1	1	1	0
Fire Marshal	1	1	1	0
Firefighter	3	3	3	0
Lieutenant	3	3	3	0
Fire Total	9	10	10	0
Grand Total	18	19	19	0

City of Peepor
FY2020-2021 Proposed Budget (September 8, 2020)

Fire/Emergency Management

General Fund

Category	FY2017-2018 Actual	FY2018-2019 Actual	FY2019-2020 Estimate	FY2019-2020 Current Budget	FY2020-2021 Proposed Budget	Increase/ (Decrease)
Salaries						
100 Salaries/Wages	417,707	493,038	557,016	590,300	674,802	84,502
165 Educational Pay	20,444	22,648	25,161	27,700	40,302	12,602
175 Longevity	4,562	5,782	6,362	4,400	6,404	2,004
190 Overtime	62,624	73,512	112,414	72,500	82,400	9,900
Salaries Total	505,337	594,980	700,953	694,900	803,908	109,008
Benefits						
201 F I C A & Medicare	37,987	44,874	56,369	57,200	61,499	4,299
210 Group Insurance	77,584	80,916	85,569	91,700	92,551	851
230 T M R S	72,960	86,022	89,680	102,000	115,964	13,964
240 Workmen'S Compensation	12,395	18,595	12,371	15,200	11,054	(4,146)
291 Unemployment Insurance	-	-	900	900	844	(56)
Benefits Total	200,926	230,406	244,889	267,000	281,912	14,912
Supplies						
310 Office/Computer Supplies	3,143	2,491	1,726	4,000	3,700	(300)
312 Books/Publ/Subscriptions	4,079	3,142	2,228	3,746	3,386	(360)
320 Other Electronics	4,022	12,738	5,358	13,000	13,000	-
335 Clothing	15,678	33,167	11,408	16,670	16,670	-
352 Furniture & Fixtures	5,075	6,690	2,243	6,800	6,800	-
385 Small Tools & Equipment	15,266	15,625	792	15,100	15,100	-
389 Chemicals	874	806	578	1,250	1,000	(250)
390 Fuel	26,142	21,656	15,834	22,000	22,000	-
392 Janitorial Supplies	3,858	2,571	1,324	4,000	3,500	(500)
394 Fire Prevention	3,132	3,195	898	3,500	3,000	(500)
399 Other Supplies	1,024	218	1,319	1,000	1,000	-
Supplies Total	82,293	102,299	43,707	91,066	89,156	(1,910)
Services						
415 Telephone	13,017	13,407	14,962	15,600	15,000	(600)
425 Contract Labor	-	-	-	-	-	-
426 Physicals/Screening	543	620	736	600	600	-
430 Advertising	-	467	497	500	500	-
440 Electricity	13,265	10,483	7,913	10,700	11,048	348
441 Water	-	-	-	-	10,800	10,800
442 Gas-Entex	1,645	991	781	1,500	1,500	-
482 S C B A	7,554	5,270	6,242	8,045	8,045	-
499 Other Services	250	-	158	-	-	-
Services Total	36,275	31,238	31,290	36,945	47,493	10,548
Maintenance						
524 Vehicle Maintenance	29,927	28,288	34,712	30,000	30,000	-
543 Elec/Computer Maint	3,016	4,651	4,979	5,000	9,780	4,780
545 Bldg/Bldg Equip Maintenance	11,419	16,207	13,658	13,500	13,500	-
560 Equipment Maintenance	7,597	4,426	2,860	4,500	6,800	2,300
Maintenance Total	51,959	53,571	56,208	53,000	60,080	7,080
Sundry						
602 Seminars/Dues/Travel	6,294	4,836	9,000	9,000	17,850	8,850
625 Emergency Management	20,966	32,354	13,522	25,811	27,505	1,694
628 Property/Gen Liab Insurance	-	-	13,682	-	19,000	19,000
629 Liability- Vehicle Insurance	20,128	15,000	19,447	15,500	-	(15,500)
683 Fema Firefighters Grant	-	-	-	-	-	-
692 Reserve Firemen Incentives	3,067	1,790	722	3,000	3,000	-
693 Reserve Firemen Pension	881	847	547	3,000	3,000	-
699 Other - Sundry	9,388	9,173	250	10,000	10,000	-
Sundry Total	60,724	64,000	57,171	66,311	80,355	14,044

**City of Freeport
FY2020-2021 Proposed Budget (September 8, 2020)**

Fire/Emergency Management

General Fund

Category	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021	Increase/ (Decrease)
	Actual	Actual	Estimate	Current Budget	Proposed Budget	
Capital Outlay						
899 Capital Outlay	45,906	289,579	-	-	-	-
Capital Outlay Total	45,906	289,579	-	-	-	-
Grand Total	983,420	1,366,073	1,134,218	1,209,222	1,362,903	153,681

City of Peepot
FY2020-2021 Proposed Budget (September 8, 2020)

EMS

General Fund

Category	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021	Increase/ (Decrease)
	Actual	Actual	Estimate	Current Budget	Proposed Budget	
Salaries						
100 Salaries/Wages	457,578	415,470	362,740	428,400	455,349	26,949
165 Educational Pay	11,828	7,201	6,664	6,100	7,500	1,400
175 Longevity	365	1,710	1,561	2,000	1,714	(286)
190 Overtime	75,739	67,815	73,694	75,100	63,860	(11,240)
Salaries Total	545,510	492,195	444,659	511,600	528,424	16,824
Benefits						
201 F I C A & Medicare	40,553	35,468	36,746	40,700	40,424	(276)
210 Group Insurance	75,623	83,132	75,624	85,500	87,284	1,784
230 T M R S	79,091	70,965	59,897	76,000	76,225	225
240 Workmen'S Compensation	12,393	6,242	9,222	11,400	8,240	(3,160)
291 Unemployment Insurance	-	-	-	700	550	(150)
Benefits Total	207,660	195,806	181,489	214,300	212,724	(1,576)
Supplies						
311 Postage/Shipping	39	202	85	500	500	-
335 Clothing	10,109	4,423	28,237	34,206	19,500	(14,706)
383 Ems Expendables	39,033	43,237	23,618	43,500	43,500	-
399 Other Supplies	6,288	5,287	6,177	21,784	5,000	(16,784)
Supplies Total	55,469	53,150	58,117	99,990	68,500	(31,490)
Services						
407 Billing Agency Fees	-	45,969	34,759	25,000	34,650	9,650
413 Professional Services	11,250	12,000	11,400	12,000	24,000	12,000
414 Bank Charges	159	14	-	200	-	(200)
426 Physicals/Screening	117	-	820	800	800	-
Services Total	11,526	57,983	46,978	38,000	59,450	21,450
Sundry						
602 Seminars/Dues/Travel	17,333	20,653	10,400	10,400	20,400	10,000
628 Property/Gen Liab Insurance	-	-	-	-	8,500	8,500
699 Other - Sundry	4,337	6,913	616	10,000	10,000	-
Sundry Total	21,670	27,566	11,016	20,400	38,900	18,500
Grand Total	841,835	826,700	742,260	884,290	907,998	23,708



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City of Freeport
FY2020-2021 Proposed Budget (September 8, 2020)

Community Development

General Fund

The primary mission of the Building Department is to provide quality service to the community that is knowledgeable, efficient, comprehensive and helpful to the public. The intention is to safeguard life, health, property and public welfare by regulating and controlling the construction, quality of materials, use of all buildings and structures within the City of Freeport. The department is responsible for the administration and enforcement of the codes and related Federal, State, and City adopted laws and ordinances.

The Code Enforcement Department will encourage a strong sense of pride and identity, dedicated to making today better than yesterday through the preservation, enhancement, restoration and promotion of the exceptional quality of life in the City of Freeport. The department will strive to provide excellent, professional, courteous customer service in a timely manner by fair and impartial administration and enforcement of the local and state codes. This is to be accomplished with the assistance of other City departments, public and private entities, as well as citizens of the City of Freeport.

FY2019-2020 Achievements

Revised Food Establishment Ordinance Chapter 111, which provided a pathway for mobile food vendors to operate legally in the City.

Successfully helped in providing a cleaner, safer, properties by a reduction of visual clutter (signs, debris, and trash) and the number of abandoned or inoperable/unlicensed motor vehicles.

Demolished numerous unsafe structures within the City.

Goals & Objectives for FY2020-2021

Award contract and complete overhaul of our Subdivision Ordinance and update our zoning regulations and standards.

Implement new software system (EnerGov) and be more efficient with in field data processing. In addition convert the building and code departments filing system to a digital storage media.

Continue and expand the educational program, by providing more community education that will reduce the need for re-inspections. The increase will include individual and/or public meetings, featured articles in the newspaper, and more brochures available online.

Major Changes In FY2020-2021

Upgraded Clerk to Coordinator and one Code Compliance Officer to a Supervisor.

Salaries have been increased up to 3% based on merit evaluations in 2020.

The City's contribution to dependent and spousal coverage has been increased to 40%.

Added funds for Tire and Paint disposal under Code Enforcement.

Added funds to purchase I-Pads for compatibility with EnerGov under Office/Computer Supplies.

Category	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021	Increase/ (Decrease)
	Actual	Actual	Estimate	Current Budget	Proposed Budget	
Salaries	314,197	317,878	366,800	353,486	390,703	23,903
Benefits	136,468	131,353	151,000	140,439	152,453	1,453
Supplies	19,179	15,189	33,850	12,690	45,162	11,312
Services	33,583	44,189	190,800	108,360	79,700	(111,100)
Maintenance	8,439	6,909	13,000	8,020	19,600	6,600
Sundry	10,227	15,983	17,900	11,927	26,200	8,300
Capital Outlay	25,447	33,685	-	-	-	-
Grand Total	547,541	565,185	773,350	634,921	713,817	(59,533)

**City of Freeport
FY2020-2021 Proposed Budget (September 8, 2020)**

Community Development

General Fund

Employee Count

Position	FY2018-2019	FY2019-2020	FY2020-2021	Increase/ (Decrease)
	Actual	Budget	Proposed Budget	
Code Enforcement				
Compliance Officer	3	3	3	0
Compliance Supervisor	1	1	1	0
Code Enforcement Total	4	4	4	0
Building				
Building Inspector	1	1	1	0
Building Official	1	1	1	0
Municipal Clerk	1	1	0	-1
Permit Coordinator	0	0	1	1
Building Total	3	3	3	0
Grand Total	7	7	7	0

City of Peoria
FY2020-2021 Proposed Budget (September 8, 2020)

Building

General Fund

Category	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021	Increase/ (Decrease)
	Actual	Actual	Estimate	Current Budget	Proposed Budget	
Salaries						
100 Salaries/Wages	164,243	195,259	189,887	194,000	205,101	11,101
165 Education Pay	5,764	5,760	5,635	5,800	5,700	(100)
175 Longevity	3,004	3,128	3,240	2,000	3,357	1,357
180 Auto Allowance	-	-	-	-	-	-
190 Overtime	769	1,423	794	1,600	803	(797)
Salaries Total	173,780	205,570	199,555	203,400	214,961	11,561
Benefits						
201 F I C A & Medicare	13,249	15,726	15,326	15,600	16,445	845
210 Group Insurance	29,780	32,098	30,038	28,700	25,745	(2,955)
230 T M R S	25,011	29,889	23,687	29,100	31,008	1,908
240 Workmen'S Compensation	978	513	973	1,200	869	(331)
291 Unemployment Insurance	-	-	300	300	254	(46)
Benefits Total	69,017	78,226	70,324	74,900	74,321	(579)
Supplies						
310 Office/Computer Supplies	3,628	1,475	1,129	4,500	4,500	-
311 Postage/Shipping	-	-	507	-	-	-
312 Books/Publ/Subscriptions	318	756	-	1,000	1,000	-
320 Other Electronics	478	-	-	-	-	-
335 Clothing	742	27	247	2,500	2,500	-
352 Furniture & Fixtures	373	-	-	1,250	1,000	(250)
385 Small Tools & Equipment	1,574	175	110	500	500	-
390 Fuel	1,529	1,920	1,756	2,000	1,900	(100)
399 Other Supplies	904	48	12	2,500	500	(2,000)
Supplies Total	9,545	4,401	3,761	14,250	11,900	(2,350)
Services						
413 Professional Services	-	618	642	30,000	12,000	(18,000)
415 Telephone	3,863	3,980	4,469	3,000	4,500	1,500
425 Contract Labor	19,410	-	-	1,000	1,000	-
426 Physicals/Screening	125	-	99	150	100	(50)
430 Advertising	490	69	-	500	-	(500)
499 Other Services	-	-	-	-	-	-
Services Total	23,888	4,667	5,210	34,650	17,600	(17,050)
Maintenance						
524 Vehicle Maintenance	1,286	544	231	3,000	3,000	-
543 Electronics/Computer Maint	303	-	-	1,000	1,000	-
Maintenance Total	1,588	544	231	4,000	4,000	-
Sundry						
602 Seminars/Dues/Travel	862	605	3,802	5,000	10,000	5,000
604 Public Office Liability Claims	-	-	-	-	-	-
629 Vehicle-Liability Insurance	842	5,000	2,032	5,200	2,200	(3,000)
699 Other - Sundry	-	-	-	-	-	-
Sundry Total	1,704	5,605	5,833	10,200	12,200	2,000
Capital Outlay						
899 Capital Outlay	-	-	-	-	-	-
Capital Outlay Total	-	-	-	-	-	-
Grand Total	279,521	299,012	284,914	341,400	334,982	(6,418)

**City of Peepark
FY2020-2021 Proposed Budget (September 8, 2020)**

Code Enforcement

General Fund

Category	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021	Increase/ (Decrease)
	Actual	Actual	Estimate	Current Budget	Proposed Budget	
Salaries						
100 Salaries/Wages	137,767	110,878	152,408	160,500	173,857	13,357
165 Educational Pay	-	254	589	-	600	600
175 Longevity	858	840	925	800	1,078	278
185 Uniform Allowance	-	-	-	-	-	-
190 Overtime	1,792	335	9	2,100	206	(1,894)
Salaries Total	140,417	112,308	153,931	163,400	175,741	12,341
Benefits						
201 F I C A & Medicare	10,160	7,235	10,994	13,300	13,444	144
210 Group Insurance	37,102	29,261	40,074	37,800	38,392	592
230 T M R S	20,190	16,219	18,022	23,700	25,351	1,651
240 Workmen'S Compensation	-	412	825	1,100	737	(363)
291 Unemployment Insurance	-	-	200	200	208	8
Benefits Total	67,451	53,127	70,114	76,100	78,132	2,032
Supplies						
310 Office/Computer Supplies	3,544	1,847	1,292	8,200	21,600	13,400
311 Postage/Shipping	-	821	1,330	1,000	1,000	-
312 Books/Publ/Subscriptions	240	416	200	1,000	1,362	362
320 Other Electronics	679	1,543	490	1,750	1,750	-
335 Clothing	213	2,206	660	2,000	2,000	-
352 Furniture & Fixtures	800	-	-	1,000	1,000	-
385 Small Tools & Equipment	615	735	2,522	1,000	1,000	-
390 Fuel	2,956	2,794	2,028	2,900	2,800	(100)
399 Other Supplies	586	427	407	750	750	-
Supplies Total	9,634	10,788	8,929	19,600	33,262	13,662
Services						
411 Bldg Demolition/Mowing	4,164	34,039	-	50,000	56,000	6,000
415 Telephone	4,686	4,009	2,779	5,000	4,500	(500)
425 Contract Labor	-	-	-	-	-	-
426 Physicals/Screening	200	226	327	150	300	150
430 Advertising	646	1,249	44	1,000	1,300	300
499 Other Services	-	-	100,000	100,000	-	(100,000)
Services Total	9,696	39,522	103,150	156,150	62,100	(94,050)
Maintenance						
524 Vehicle Maintenance	1,871	945	816	3,500	3,500	-
543 Electronics/Computer Maint	4,980	5,420	6,973	5,500	12,100	6,600
Maintenance Total	6,851	6,365	7,789	9,000	15,600	6,600
Sundry						
602 Seminars/Dues/Travel	5,704	7,678	2,578	5,000	10,000	5,000
629 Vehicle-Liability Insurance	2,819	2,700	3,516	2,700	4,000	1,300
699 Other - Sundry	-	-	-	-	-	-
Sundry Total	8,523	10,378	6,094	7,700	14,000	6,300
Capital Outlay						
899 Capital Outlay	25,447	33,685	-	-	-	-
Capital Outlay Total	25,447	33,685	-	-	-	-
Grand Total	268,019	266,173	350,007	431,950	378,836	(53,114)

**City of Freeport
FY2020-2021 Proposed Budget (September 8, 2020)**

Public Works

General Fund

The staff of the Public Works Department fully supports the City of Freeport: "we work together to build a community of the highest quality for present and future generations." we do our part by providing superior public services: by maintaining and improving the condition of our streets, drainage, alleys, parks, beaches, facilities and by providing excellent delivery of capital projects.

FY2019-2020 Achievements

Building Maintenance - Mystery Boat restoration, Antonelli's restoration, and Recreation center roof.

Parks - Bull rock 288 corridor, city wide mulch installation, crushed granite for walking trail at Freeport Municipal Park.

Streets/Drainage - Pecan 9th to 11th road reconstruction, Skinner Avenue I intersection reconstruction, and Victoria road reconstruction.

Goals & Objectives for FY2020-2021

Continued employee training and maintain a pay scale comparable to the competition.

Strict budgeting processes and fiscal responsibility.

Strategic planning.

Major Changes In FY2020-2021

Salaries have been increased up to 3% based on merit evaluations in 2020.

The City's contribution to dependent and spousal coverage has been increased to 40%.

New Director of Public Works position.

Elimination of Parks and Recreation Director.

Technician position moved to field crew.

Added funding for training.

Category	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021
	Actual	Actual	Estimate	Current Budget	Proposed Budget
Salaries	1,190,355	1,226,257	1,351,600	1,233,516	1,315,110
Benefits	588,924	631,157	730,400	590,989	602,389
Supplies	227,795	146,975	269,680	94,036	244,660
Services	258,614	271,406	256,530	227,352	313,293
Maintenance	313,364	269,204	318,909	227,809	308,150
Sundry	47,150	37,659	57,590	100,411	123,650
Debt Service	82,091	137,005	-	83,668	-
Capital Outlay	1,188,709	1,075,116	-	525	-
Grand Total	3,897,002	3,794,779	2,984,709	2,558,305	2,907,252

City of Freeport
FY2020-2021 Proposed Budget (September 8, 2020)

Public Works

General Fund

Employee Count

Position	FY2018-2019	FY2019-2020	FY2020-2021
	Actual	Budget	Proposed Budget
Parks			
Admin. Secretary	1	1	0
Field Crew	11	11	10
Maintenance Supervisor	1	1	1
Maintenance Technician	2	2	2
Parks & Rec Director	1	1	0
Parks Supervisor	1	1	1
Receptionist (PT)	1	1	0
Parks Total	18	18	14
Service Center			
Admin. Assistant	0	0	1
Admin. Secretary	1	1	0
Mechanic	1	1	1
Service Center Total	2	2	2
Streets/Drainage			
Crew leader	0	0	2
Equipment Operator	4	4	2
Field Crew	9	9	9
Public Works Director	0	0	1
Street Director	1	1	0
Superintendent	0	0	1
Supervisor	1	1	0
Technician	1	1	0
Streets/Drainage Total	16	16	15
Grand Total	36	36	31

City of Freeport
FY2020-2021 Proposed Budget (September 8, 2020)

Streets/Drainage

General Fund

Category	FY2017-2018 Actual	FY2018-2019 Actual	FY2019-2020 Estimate	FY2019-2020 Current Budget	FY2020-2021 Proposed Budget	Increase/ (Decrease)
Salaries						
100 Salaries/Wages	463,887	530,289	576,467	612,900	632,152	19,252
165 Education	-	-	-	-	-	-
175 Longevity	5,972	6,063	6,276	5,500	6,170	670
181 Cell Phone Allowance	-	-	300	-	600	600
182 Moving Allowance	-	-	1,951	-	-	-
190 Overtime	10,055	6,676	2,731	10,800	8,240	(2,560)
Salaries Total	479,914	543,028	587,724	629,200	647,161	17,961
Benefits						
201 F I C A & Medicare	34,049	50,061	45,125	52,000	49,508	(2,492)
210 Group Insurance	131,089	130,592	138,517	160,100	129,051	(31,049)
230 T M R S	70,052	78,514	69,510	97,200	93,353	(3,847)
240 Workmen'S Compensation	31,114	32,556	34,996	43,000	31,271	(11,729)
291 Unemployment Insurance	-	-	900	900	754	(146)
Benefits Total	266,304	291,723	289,049	353,200	303,937	(49,263)
Supplies						
310 Office/Computer Supplies	1,465	970	2,554	1,000	2,850	1,850
320 Other Electronics	391	-	38	500	500	-
352 Furniture & Fixtures	836	323	1,267	1,000	200	(800)
385 Small Tools & Equipment	5,089	4,356	1,445	5,000	4,000	(1,000)
389 Chemicals	6,267	5,704	1,946	9,050	9,000	(50)
390 Fuel	51,600	26,975	22,667	24,500	24,500	-
399 Other Supplies	2,112	1,741	949	2,300	2,300	-
Supplies Total	67,761	40,069	30,866	43,350	43,350	-
Services						
415 Telephone	5,080	5,362	5,396	3,350	6,000	2,650
425 Contract Labor	-	-	-	-	-	-
426 Physicals	1,314	964	455	850	850	-
430 Advertising	1,786	339	100	2,500	2,000	(500)
440 Electricity	74,446	64,266	54,260	70,400	72,730	2,330
470 Equipment Rental	465	4,997	-	500	500	-
485 Laundry Services	7,506	7,782	7,220	8,500	9,000	500
498 Waste Disposal	5,976	5,987	1,270	7,000	7,000	-
499 Other Services	-	21,362	11,025	10,000	10,000	-
Services Total	96,573	111,057	79,726	103,100	108,080	4,980
Maintenance						
524 Vehicle Maintenance	42,430	35,096	40,881	41,220	41,250	30
530 Street/Draing/Sdwalk Maint	124,584	89,729	74,896	150,000	150,000	-
533 Culvert Tile	-	-	-	-	-	-
547 Signs Maintenance	38,025	7,916	1,108	6,000	6,000	-
548 Traffic Lights Maintenance	876	-	-	250	250	-
549 Street Lights Maintenance	586	-	-	500	250	(250)
Maintenance Total	206,501	132,742	116,884	197,970	197,750	(220)
Sundry						
602 Seminars/Dues/Travel	1,376	327	412	1,090	3,700	2,610
628 Property/Gen Liab Insurance	-	-	16,760	-	20,000	20,000
629 Vehicle Insurance	14,605	14,752	18,760	15,200	-	(15,200)
687 Damage Claims	-	1,000	-	-	-	-
699 Other - Sundry	2,063	591	664	1,850	2,000	150
Sundry Total	18,044	16,671	36,596	18,140	25,700	7,560

City of Freeport
FY2020-2021 Proposed Budget (September 8, 2020)

Streets/Drainage

General Fund

Category	FY2017-2018 Actual	FY2018-2019 Actual	FY2019-2020 Estimate	FY2019-2020 Current Budget	FY2020-2021 Proposed Budget	Increase/ (Decrease)
Debt Service						
775 Lease Interest	6,663	5,093	1,163	-	-	-
776 Lease Principal	75,428	131,912	82,505	-	-	-
Debt Service Total	82,091	137,005	83,668	-	-	-
Capital Outlay						
899 Capital Outlay	771,863	896,301	-	-	-	-
Capital Outlay Total	771,863	896,301	-	-	-	-
Grand Total	1,989,050	2,168,596	1,224,514	1,344,960	1,325,978	(18,982)

City of Freeport
FY2020-2021 Proposed Budget (September 8, 2020)

Service Center

General Fund

Category	FY2017-2018 Actual	FY2018-2019 Actual	FY2019-2020 Estimate	FY2019-2020 Current Budget	FY2020-2021 Proposed Budget	Increase/ (Decrease)
Salaries						
100 Salaries/Wages	79,449	82,088	85,059	85,700	93,590	7,890
175 Longevity	-	371	549	500	667	167
190 Overtime	1,314	1,844	488	5,000	2,678	(2,322)
Salaries Total	80,763	84,303	86,095	91,200	96,934	5,734
Benefits						
201 F I C A & Medicare	6,173	6,339	6,678	7,200	7,415	215
210 Group Insurance	18,084	18,341	18,563	19,000	16,956	(2,044)
230 T M R S	5,948	11,559	10,300	13,500	13,983	483
240 Workmen'S Compensation	1,372	2,634	1,235	1,600	1,103	(497)
291 Unemployment Insurance	-	-	200	200	111	(89)
Benefits Total	31,578	38,873	36,976	41,500	39,569	(1,931)
Supplies						
310 Office/Computer Supplies	2,863	730	1,586	2,750	2,750	-
311 Postage/Shipping	39	-	-	100	100	-
320 Other Electronics	1,907	-	-	3,520	3,520	-
335 Clothing	2,429	2,271	776	3,250	3,250	-
340 Gas And Diesel	(11,732)	-	-	-	-	-
343 Oil And Grease	663	5,820	2,041	6,450	6,450	-
344 Garage Parts	2,711	272	1,114	4,000	4,000	-
352 Furniture & Fixtures	782	92	-	1,000	1,000	-
385 Small Tools & Equipment	2,750	2,919	3,085	2,800	2,800	-
390 Fuel	1,531	1,287	553	1,700	1,200	(500)
392 Janitorial Supplies	944	324	-	1,050	1,050	-
399 Other Supplies	1,769	-	95	1,040	1,040	-
Supplies Total	6,657	13,715	9,251	27,660	27,160	(500)
Services						
413 Professional Services	3,697	1,067	7,449	3,200	3,200	-
415 Telephone	2,875	1,220	2,075	3,650	2,500	(1,150)
426 Physicals/Screening	-	-	49	100	100	-
440 Electricity	8,941	7,538	5,710	8,000	7,944	(56)
441 Water	-	-	-	-	10,200	10,200
442 Gas-Entex	246	254	217	400	300	(100)
470 Equipment Rental	132	-	-	300	300	-
485 Laundry Services	1,101	464	-	950	950	-
499 Other Services	611	798	839	2,680	2,680	-
Services Total	17,603	11,341	16,339	19,280	28,174	8,894
Maintenance						
524 Vehicle Maintenance	1,082	1,819	1,387	1,340	1,340	-
545 Bldg/Bldg Equip Maintenance	4,776	2,503	3,667	2,500	2,500	-
546 Land/Grounds Maint	2,146	1,546	3,773	2,160	2,160	-
Maintenance Total	8,004	5,868	8,826	6,000	6,000	-
Sundry						
602 Seminars/Dues/Travel	126	425	450	450	450	-
629 Vehicle Insurance	3,383	3,028	3,390	3,200	22,000	18,800
699 Other - Sundry	1,286	47	-	1,800	1,800	-
Sundry Total	4,795	3,500	3,840	5,450	24,250	18,800
Capital Outlay						
899 Capital Outlay	4,899	35,850	-	-	-	-
Capital Outlay Total	4,899	35,850	-	-	-	-
Grand Total	154,299	193,451	161,327	191,090	222,087	30,997

City of Peepark
FY2020-2021 Proposed Budget (September 8, 2020)

Parks

General Fund

Category	FY2017-2018 Actual	FY2018-2019 Actual	FY2019-2020 Estimate	FY2019-2020 Current Budget	FY2020-2021 Proposed Budget	Increase/ (Decrease)
Salaries						
100 Salaries/Wages	567,683	536,925	522,697	580,500	519,419	(61,081)
165 Education Pay	-	-	-	-	-	-
175 Longevity	2,977	3,831	3,090	4,100	3,186	(914)
180 Auto Allowance	-	-	-	-	-	-
190 Overtime	59,018	58,169	33,909	46,600	48,410	1,810
Salaries Total	629,678	598,925	559,696	631,200	571,014	(60,186)
Benefits						
201 F I C A & Medicare	47,426	45,042	44,847	56,000	43,683	(12,317)
210 Group Insurance	137,588	147,614	136,873	160,100	122,014	(38,086)
230 T M R S	90,702	85,916	70,925	104,600	82,369	(22,231)
240 Workmen'S Compensation	15,326	21,990	11,419	14,100	10,203	(3,897)
291 Unemployment Insurance	-	-	900	900	615	(285)
Benefits Total	291,042	300,561	264,964	335,700	258,883	(76,817)
Supplies						
310 Office/Computer Supplies	4,112	6,526	1,993	5,995	4,500	(1,495)
320 Other Electronics	23,789	124	51	17,550	14,000	(3,550)
331 Agricultural/Botanical	25,758	8,874	2,073	61,000	61,000	-
333 Visitors Promotions	2,875	1,021	1,502	5,750	-	(5,750)
335 Clothing	5,181	8,008	2,492	11,600	10,100	(1,500)
352 Furniture & Fixtures	241	132	364	1,150	-	(1,150)
385 Small Tools & Equipment	9,085	14,823	10,639	17,750	12,400	(5,350)
389 Chemicals	3,065	3,518	2,035	11,500	11,500	-
390 Fuel	27,531	24,890	16,440	24,100	20,000	(4,100)
392 Janitorial Supplies	14,773	10,346	8,943	17,800	17,500	(300)
399 Other Supplies	36,969	14,928	7,388	24,475	23,150	(1,325)
Supplies Total	153,378	93,191	53,919	198,670	174,150	(24,520)
Services						
414 Bank Charges	-	-	1,090	-	-	-
415 Telephone	20,253	10,194	12,105	10,600	10,000	(600)
425 Contract Labor	64,588	98,043	70,087	80,000	80,000	-
426 Physicals	699	1,139	377	1,400	700	(700)
430 Advertising	3,303	3,175	2,078	7,950	4,000	(3,950)
440 Electricity	47,770	30,875	37,338	25,600	32,539	6,939
441 Water	-	-	-	-	40,200	40,200
442 Gas-Entex	3,333	2,803	2,029	3,500	3,100	(400)
482 Service Contracts	1,923	2,064	5,088	3,000	3,000	-
485 Laundry Services	-	-	-	-	-	-
499 Other Services	2,570	714	1,097	2,100	3,500	1,400
Services Total	144,438	149,007	131,288	134,150	177,039	42,889

City of Freeport
FY2020-2021 Proposed Budget (September 8, 2020)

Parks

General Fund

Category	FY2017-2018 Actual	FY2018-2019 Actual	FY2019-2020 Estimate	FY2019-2020 Current Budget	FY2020-2021 Proposed Budget	Increase/ (Decrease)
Maintenance						
524 Vehicle Maintenance	19,275	16,295	9,474	28,000	27,000	(1,000)
545 Bldg/Bldg Equip Maintenance	35,448	63,915	53,776	45,939	33,400	(12,539)
546 Land/Grounds Maint	44,136	50,384	38,849	41,000	44,000	3,000
Maintenance Total	98,859	130,594	102,099	114,939	104,400	(10,539)
Sundry						
602 Seminars/Dues/Travel	292	220	57	2,000	3,200	1,200
628 Property Liability Insurance	20,789	-	-	-	56,500	56,500
629 Property Insurance	-	13,733	54,097	14,500	-	(14,500)
652 Community Service Insurance	2,116	2,211	2,021	2,500	2,500	-
687 Damage Claims	-	-	-	-	-	-
699 Other - Sundry	1,114	1,325	3,799	15,000	11,500	(3,500)
Sundry Total	24,311	17,489	59,974	34,000	73,700	39,700
Debt Service	-	-	-	-	-	-
Capital Outlay						
801 Veteran'S Memorial Expenses	31	453	150	-	-	-
805 Outdoor Deck Riverplace	-	-	-	-	-	-
899 Capital Outlay	411,916	142,512	375	-	-	-
Capital Outlay Total	411,947	142,965	525	-	-	-
Grand Total	1,753,653	1,432,732	1,172,465	1,448,659	1,359,186	(89,473)

City of Freeport
FY2020-2021 Proposed Budget (September 8, 2020)

Beach Maintenance

General Fund

Category	FY2017-2018 Actual	FY2018-2019 Actual	FY2019-2020 Estimate	FY2019-2020 Current Budget	FY2020-2021 Proposed Budget	Increase/ (Decrease)
Salaries						
100 Salaries/Wages	-	-	3,495	-	-	-
Salaries Total	-	-	3,495	-	-	-
Benefits						
201 F I C A & Medicare	-	-	264	-	-	-
210 Group Insurance	-	-	372	-	-	-
230 T M R S	-	-	506	-	-	-
Benefits Total	-	-	1,142	-	-	-
Maintenance						
591 Beach Maintenance Expense	-	-	1,832	9,200	10,000	800
Maintenance Total	-	-	1,832	9,200	10,000	800
Grand Total	-	-	6,469	9,200	10,000	800

**City of Freeport
FY2020-2021 Proposed Budget (September 8, 2020)**

Culture, Recreation, Tourism

General Fund

The mission of the Culture, Recreation & Tourism Department is to promote Freeport visitation and tourism with a renewed focus on targeted marketing of local community events and recreational assets, celebrating our rich historical past and embracing our vision for the future.

FY2019-2020 Achievements

Recreation Center renovations including new pool surfacing, new roof, interior paint and approval for new gym floor
 Created and produced our first ever virtual exhibit published on social media - 100 Years of Herstory: Texas Women's Exhibit and established new Summer Drive In Movie Series.
 Transitioned the Visitor Information Center to the Freeport Historical Museum and trained staff in facility rentals.

Goals & Objectives for FY2020-2021

Re-establish the Freeport Main Street Program to promote growth and increase tourism to historic downtown.
 Improve marketing strategies to increase attendance to community events, youth programs and museum.
 Educate staff regarding customer service vs. customer experience to promote positive community interaction.

Major Changes In FY2020-2021

Salaries have been increased up to 3% based on merit evaluations in 2020.
 The City's contribution to dependent and spousal coverage has been increased to 40%.
 Added copier lease under Electronics/Computer Maintenance.
 Moved Daddy Daughter Dance from Museum Fundraiser account to Special Events.
 Added funds for Riverfest, under Rec Center Special Events.
 Increased staff training, memberships & conference.

Category	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021	Increase/ (Decrease)
	Actual	Actual	Estimate	Current Budget	Proposed Budget	
Salaries	276,486	259,123	420,500	266,872	412,410	(8,090)
Benefits	82,457	92,815	121,900	103,995	150,981	29,081
Supplies	167,271	102,434	104,250	39,683	81,358	(22,892)
Services	138,763	153,760	177,596	104,252	278,119	100,523
Maintenance	71,908	51,296	58,950	27,229	48,600	(10,350)
Sundry	35,184	26,695	15,697	19,525	55,985	40,288
Capital Outlay	52,306	98,550	-	-	-	-
Grand Total	824,374	784,674	898,893	561,556	1,027,453	128,560

City of Freeport
FY2020-2021 Proposed Budget (September 8, 2020)

Culture, Recreation, Tourism

General Fund

Employee Count

Position	FY2018-2019 Actual	FY2019-2020 Budget	FY2020-2021 Proposed	Increase/ (Decrease)
Museum				
Museum Manager	1	1	0	-1
Admin. Secretary	0	0	1	1
Museum Coordinator	0	0	1	1
Destinations Director	0	0	1	1
Attendant (PT)	2	2	1	-1
Museum Total	3	3	4	1
Recreation				
Recreation Supervisor	1	1	1	0
Lifeguards	22	22	16	-6
Attendant (PT)	2	2	2	0
Attendant	2	2	2	0
Program Coordinator	1	1	1	0
Recreation Total	28	28	22	-6
Grand Total	31	31	26	-5

**City of Freeport
FY2020-2021 Proposed Budget (September 8, 2020)**

Recreation

General Fund

Category	FY2017-2018 Actual	FY2018-2019 Actual	FY2019-2020 Estimate	FY2019-2020 Current Budget	FY2020-2021 Proposed Budget	Increase/ (Decrease)
Salaries						
100 Salaries/Wages	208,172	184,459	135,119	271,900	157,401	(114,499)
110 Salaries/Wages-Pt	-	-	17,006	-	69,329	69,329
165 Education Pay	-	-	894	-	1,500	1,500
175 Longevity	829	630	668	900	848	(52)
180 Auto Allowance	1,385	-	-	-	-	-
181 Cell Phone Allowance	-	-	400	-	600	600
190 Overtime	5,279	4,006	731	-	4,120	4,120
Salaries Total	215,665	189,094	154,819	272,800	233,799	(39,001)
Benefits						
201 F I C A & Medicare	15,841	14,344	12,093	23,500	17,886	(5,614)
210 Group Insurance	30,745	35,818	33,167	37,700	33,734	(3,966)
230 T M R S	18,242	19,294	14,597	27,600	28,587	987
240 Workmen'S Compensation	-	615	6,022	7,400	5,381	(2,019)
291 Unemployment Insurance	-	-	400	400	271	(129)
Benefits Total	64,828	70,071	66,279	96,600	85,858	(10,742)
Supplies						
310 Office/Computer Supplies	1,201	2,253	462	3,500	4,700	1,200
311 Postage/Shipping	-	11	-	100	100	-
320 Other Electronics	6,922	5,379	8,382	13,200	8,808	(4,392)
331 Agricultural/Botanical	398	5,138	-	2,700	2,700	-
333 Program	42,894	42,036	6,566	32,250	13,850	(18,400)
335 Clothing	1,114	1,175	729	1,300	2,000	700
352 Furniture & Fixtures	-	2,411	-	2,300	6,250	3,950
385 Small Tools & Equipment	213	3,367	650	2,200	1,900	(300)
391 Resale Merchandise	84,224	2,469	-	3,900	-	(3,900)
392 Janitorial Supplies	3,562	5,383	979	5,300	5,000	(300)
399 Other Supplies	3,212	1,621	129	7,800	8,400	600
Supplies Total	143,741	71,243	17,897	74,550	53,708	(20,842)
Services						
414 Bank Charges/Ets Fees	1,376	101	-	2,000	2,000	-
415 Telephone	6,381	6,932	6,536	7,700	7,000	(700)
425 Contract Labor	30,354	28,594	6,851	27,100	44,000	16,900
426 Physicals/Screening	3,160	2,308	431	700	700	-
430 Advertising	11,221	3,338	1,204	12,200	9,700	(2,500)
435 Special Events	-	-	-	-	40,000	40,000
440 Electricity	30,412	35,307	10,114	39,500	37,210	(2,290)
441 Water	-	-	-	-	12,000	12,000
499 Other Services	1,352	795	318	3,000	3,375	375
Services Total	84,256	77,375	25,454	92,200	155,985	63,785
Maintenance						
545 Bldg/Bldg Equip Maintenance	10,222	8,230	12,546	12,400	13,600	1,200
546 Land/Grounds Maint	77	2,396	2,750	3,500	3,000	(500)
553 Pool Maintenance	29,843	25,562	7,904	27,000	16,000	(11,000)
Maintenance Total	40,142	36,189	23,200	42,900	32,600	(10,300)
Sundry						
602 Seminars/Dues/Travel	1,538	340	502	2,650	7,350	4,700
628 Property/Gen Liab Insurance	-	17,478	10,331	-	10,900	10,900
699 Other - Sundry	-	-	-	2,500	3,000	500
Sundry Total	1,538	17,818	10,833	5,150	21,250	16,100
Capital Outlay	52,306	-	-	-	-	-
Grand Total	602,476	461,790	298,482	584,200	583,200	(1,000)

FY2020-2021 Proposed Budget (September 8, 2020)

Historical Museum

General Fund

Category	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021	Increase/ (Decrease)
	Actual	Actual	Estimate	Current Budget	Proposed Budget	
Salaries						
100 Salaries/Wages	59,132	67,277	102,286	147,300	140,505	(6,795)
110 Salaries/Wages-Pt	-	-	8,107	-	33,400	33,400
165 Education	-	-	721	-	1,500	1,500
175 Longevity	-	330	480	400	547	147
181 Cell Phone Allowance	-	-	350	-	600	600
190 Museum Overtime	1,689	2,422	109	-	2,060	2,060
Salaries Total	60,821	70,029	112,053	147,700	178,611	30,911
Benefits						
201 F I C A & Medicare	4,610	5,322	8,566	5,400	13,664	8,264
210 Group Insurance	6,664	9,985	18,328	9,500	25,346	15,846
230 T M R S	6,355	7,200	10,567	10,100	25,765	15,665
240 Workmen'S Compensation	-	238	155	200	139	(61)
291 Unemployment Insurance	-	-	100	100	209	109
Benefits Total	17,629	22,744	37,716	25,300	65,123	39,823
Supplies						
310 Office/Computer Supplies	3,417	4,328	3,863	3,800	3,800	-
311 Postage/Shipping	194	214	14	250	250	-
335 Clothing	297	480	102	500	500	-
352 Furniture & Fixtures	2,535	8,724	6,559	8,800	7,000	(1,800)
385 Small Tools & Equipment	281	492	531	500	200	(300)
389 Chemicals	1,359	300	21	300	500	200
390 Fuel	342	431	277	600	400	(200)
399 Other Supplies	5,375	3,955	1,490	4,000	4,000	-
Supplies Total	13,800	18,923	12,857	18,750	16,650	(2,100)
Services						
414 Bank Charges	-	-	1,356	-	1,000	1,000
415 Telephone	5,957	4,996	6,925	5,000	7,000	2,000
426 Physicals	200	200	172	-	200	200
430 Advertising	5,133	6,097	8,724	6,300	8,000	1,700
435 Special Events	-	20,011	17,035	20,000	25,000	5,000
440 Electricity	12,721	12,187	8,755	12,100	12,844	744
441 Water	-	-	-	-	10,200	10,200
442 Gas-Entex	260	224	28	400	300	(100)
482 Service Contracts	198	1,947	1,714	1,200	13,140	11,940
483 Museum Fundraiser	-	3,167	4,915	3,946	-	(3,946)
484 Museum Children'S Exhibit	6,628	6,759	5,127	7,000	5,000	(2,000)
486 Museum Exhibits	-	1,295	1,793	8,500	7,000	(1,500)
Services Total	31,098	56,883	56,544	64,446	89,684	25,238
Maintenance						
545 Bldg/Bldg Equip Maintenance	25,851	10,479	3,126	9,550	9,500	(50)
Maintenance Total	25,851	10,479	3,126	9,550	9,500	(50)
Sundry						
602 Seminars/Dues/Travel	881	1,129	3,113	3,150	11,735	8,585
610 Volunteer Relations	546	842	179	1,000	1,000	-
628 Property/Liability Insurance	790	3,962	2,372	3,000	3,000	-
699 Other Sundry	31,429	2,944	1,948	3,397	3,000	(397)
Sundry Total	33,646	8,877	7,612	10,547	18,735	8,188
Capital Outlay						
899 Capital Outlay	-	98,550	-	-	-	-
Capital Outlay Total	-	98,550	-	-	-	-
Grand Total	182,845	286,485	229,909	276,293	378,302	102,009

FY2020-2021 Proposed Budget (September 8, 2020)

Library

General Fund

Category	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021	Increase/ (Decrease)
	Actual	Actual	Estimate	Current Budget	Proposed Budget	
Supplies						
352 Furniture & Fixtures	-	-	-	-	-	-
385 Small Tools & Equipment	-	-	-	-	-	-
392 Janitorial Supplies	7,869	9,180	7,432	8,950	9,000	50
Supplies Total	7,869	9,180	7,432	8,950	9,000	50
Services						
403 Flood Insurance	-	-	-	-	-	-
405 Furniture Display Insurance	-	-	-	-	-	-
415 Telephone	2,577	3,704	4,510	3,200	4,700	1,500
430 Advertising	-	-	-	250	-	(250)
440 Electricity	-	-	-	-	-	-
441 Water	-	-	-	-	10,200	10,200
442 Gas-Entex	622	533	437	800	700	(100)
490 Board Request	8,606	8,515	10,786	8,600	8,600	-
Services Total	11,804	12,752	15,733	12,850	24,200	11,350
Maintenance						
545 Bldg/Bldg Equip Maintenance	5,914	4,628	903	6,500	6,500	-
Maintenance Total	5,914	4,628	903	6,500	6,500	-
Sundry						
629 Property Insurance	-	-	1,080	-	16,000	16,000
699 Other - Sundry	-	-	-	-	-	-
Sundry Total	-	-	1,080	-	16,000	16,000
Capital Outlay						
899 Capital Outlay	-	-	-	-	-	-
Capital Outlay Total	-	-	-	-	-	-
Grand Total	25,588	26,560	25,148	28,300	55,700	27,400

FY2020-2021 Proposed Budget (September 8, 2020)

Sr. Citizen's Commission

General Fund

Category	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021	Increase/ (Decrease)
	Actual	Actual	Estimate	Current Budget	Proposed Budget	
Supplies						
310 Office/Computer Supplies	448	-	-	-	-	-
311 Postage/Shipping	-	-	-	-	-	-
399 Other Supplies	1,412	3,089	1,497	2,000	2,000	-
Supplies Total	1,861	3,089	1,497	2,000	2,000	-
Services						
430 Advertising	82	70	319	100	250	150
484 Sr Citizens Projects	11,522	6,680	6,201	8,000	8,000	-
Services Total	11,604	6,750	6,520	8,100	8,250	150
Grand Total	13,465	9,839	8,017	10,100	10,250	150

FY2020-2021 Proposed Budget (September 8, 2020)

Golf Course

General Fund

Freeport Municipal Golf Course looks to provide our members and guests with a quality, affordable, and a friendly, family oriented facility to our community. We will provide our customers with great customer service and welcoming atmosphere. Our goal is to continue to increase our membership and focus on more youth and family events.

FY2019-2020 Achievements

We exceeded our goal of 150 members and currently have 220.

Due to Covid-19 and the limits it has put on our revenue numbers it has been difficult to meet these goals other than our membership revenue.

Won Golf facility of the year for Brazoria County.

Goals & Objectives for FY2020-2021

Create a complete golf experience for our customers. Not only just a golf course but a better quality practice facility for clinics and lessons.

To create a cost effective plan to reduce the amount of weeds in the roughs and fairways.

To create a facility that generates over 30,000 rounds of golf annually with a membership base of 200+ members.

Major Changes In FY2020-2021

Salaries have been increased up to 3% based on merit evaluations in 2020.

The City's contribution to dependent and spousal coverage has been increased to 40%.

Category	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021	Increase/ (Decrease)
	Actual	Actual	Estimate	Current Budget	Proposed Budget	
Salaries	420,905	421,770	444,200	437,159	543,454	99,254
Benefits	183,667	171,366	186,400	150,615	197,292	10,892
Supplies	74,342	60,242	70,500	63,625	68,700	(1,800)
Services	144,908	293,851	214,750	198,363	258,994	44,244
Maintenance	58,886	52,859	51,100	47,769	53,000	1,900
Sundry	15,558	32,749	1,350	15,107	6,600	5,250
Capital Outlay	-	118,912	-	-	-	-
Grand Total	898,265	1,151,749	968,300	912,638	1,128,041	159,741

Employee Count

Position	FY2018-2019	FY2019-2020	FY2020-2021	
	Actual	Budget	Proposed Budget	Increase/ (Decrease)
Golf Course				
Clerk	2	1	0	-1
Coordinator	0	0	1	1
Crew leader	1	1	1	0
Golf Course Director	1	1	1	0
Grounds Keepers	4	4	4	0
Mechanic	1	1	1	0
Proshop Attendant (PT)	4	5	5	0
Range Attendant (PT)	4	6	6	0
Golf Course Total	17	19	19	0

FY2020-2021 Proposed Budget (September 8, 2020)

Golf Course

General Fund

Category	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021	Increase/ (Decrease)
	Actual	Actual	Estimate	Current Budget	Proposed Budget	
Salaries						
100 Salaries/Wages	416,488	416,680	383,217	433,500	347,618	(85,882)
110 Salaries/Wages-Pt	-	-	46,028	-	189,635	189,635
175 Longevity	2,842	3,392	3,895	2,800	4,141	1,341
190 Overtime	1,576	1,698	4,019	7,900	2,060	(5,840)
Salaries Total	420,905	421,770	437,159	444,200	543,454	99,254
Benefits						
201 F I C A & Medicare	29,804	32,193	33,669	34,200	41,620	7,420
210 Group Insurance	94,335	85,335	66,363	75,400	67,661	(7,739)
230 T M R S	49,821	49,773	40,032	63,900	78,480	14,580
240 Workmen'S Compensation	9,706	4,065	9,951	12,300	8,892	(3,408)
291 Unemployment Insurance	-	-	600	600	639	39
Benefits Total	183,667	171,366	150,615	186,400	197,292	10,892
Supplies						
310 Office/Computer Supplies	1,732	1,469	713	1,500	1,500	-
335 Clothing	534	460	-	500	500	-
352 Furniture & Fixtures	1,200	3,350	709	5,400	5,000	(400)
385 Small Tools & Equipment	2,985	2,984	2,142	3,000	3,200	200
389 Chemicals	49,882	31,348	42,388	40,000	40,000	-
390 Fuel	14,670	17,602	15,719	17,600	16,000	(1,600)
392 Janitorial Supplies	960	1,012	198	1,000	1,000	-
399 Other Supplies	2,380	2,018	1,755	1,500	1,500	-
Supplies Total	74,342	60,242	63,625	70,500	68,700	(1,800)
Services						
400 Cart Rental Fee	44,486	44,801	37,816	-	45,000	45,000
401 Merchandise	9,728	146,898	85,727	115,000	110,000	(5,000)
402 Food For Resale	9,979	7,429	3,907	7,000	7,000	-
403 Beer For Resale	36,724	26,642	24,799	34,000	34,000	-
404 Soft Drinks & Snacks	17,284	29,420	14,748	21,000	21,000	-
414 Bank Charges	-	8,908	9,321	6,500	9,400	2,900
415 Telephone	-	4,765	5,484	5,500	5,500	-
426 Physicals/Screening	-	777	127	750	500	(250)
430 Advertising	-	2,451	233	3,000	2,000	(1,000)
440 Electricity	19,893	17,264	13,364	17,500	18,194	694
499 Other Services	6,813	4,497	2,837	4,500	6,400	1,900
Services Total	144,908	293,851	198,363	214,750	258,994	44,244
Maintenance						
524 Vehicle Maintenance	15,161	17,101	25,276	19,500	21,000	1,500
545 Bldg/Bldg Equip Maintenance	12,189	8,713	480	2,500	3,500	1,000
546 Land/Grounds Maint	31,535	27,045	22,013	29,100	28,500	(600)
Maintenance Total	58,886	52,859	47,769	51,100	53,000	1,900
Sundry						
602 Seminars/Dues/Travel	2,138	854	1,431	450	500	50
628 Property/Gen Liab Insurance	160	7,587	4,574	-	6,100	6,100
629 Vehicle Insurance	-	800	1,225	900	-	(900)
697 Lease Principal	13,260	23,508	7,876	-	-	-
Sundry Total	15,558	32,749	15,107	1,350	6,600	5,250
Capital Outlay						
899 Capital Outlay	-	118,912	-	-	-	-
Capital Outlay Total	-	118,912	-	-	-	-
Grand Total	898,265	1,151,749	912,638	968,300	1,128,041	159,741

City of Peoria
FY2020-2021 Proposed Budget (September 8, 2020)

Interfund Transfers

General Fund

Category	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021	Increase/ (Decrease)
	Actual	Actual	Estimate	Current Budget	Proposed Budget	
Transfer						
014 Street And Drainage 60% Tax	-	-	2,399,906	2,399,906	250,000	(2,149,906)
015 Transfer To Golf Course	-	-	-	-	-	-
016 Transfer To Marina Operations	-	-	30,600	30,600	-	(30,600)
017 Transfer To Beach Maint	-	-	12,000	12,000	-	(12,000)
018 Transfer To Hotel-Motel Tax Fd	-	-	-	-	-	-
020 Transfer To Ambulance	-	-	-	-	-	-
021 Transfer To Facilities	-	-	954,054	954,054	205,775	(748,279)
022 Transfer To Equip Replace	-	-	699,562	447,788	269,642	(178,146)
023 Transfer To It Fund	-	-	-	-	475,259	475,259
030 Transfer To Edc	-	-	300,000	300,000	-	(300,000)
038 Transfer To Marina Const	-	-	-	-	-	-
040 Transfer To Court Tech	-	12,496	-	-	-	-
041 Transfer To Court Security	-	66,294	-	-	-	-
043 Transfer To State Seized	-	74,664	-	-	-	-
046 Transfer To Llebg	-	-	-	-	-	-
056 Transfer To Water & Sewer	502,749	959,159	1,000,000	1,000,000	-	(1,000,000)
064 Transfer To Debt Svc	-	-	-	-	-	-
065 Transfer To Debt Serv Fnd 65	-	-	-	-	-	-
076 Transfer To Urban Renewal	-	-	-	-	-	-
Transfer Total	502,749	1,112,612	5,396,122	5,144,348	1,200,676	(3,943,672)

City of Peoria
FY2020-2021 Proposed Budget (September 8, 2020)

Garbage

General Fund

Category	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021	Increase/ (Decrease)
	Actual	Actual	Estimate	Current Budget	Proposed Budget	
Services						
499 Garbage Collection	962,293	899,603	820,209	992,453	992,453	-
Services Total	962,293	899,603	820,209	992,453	992,453	-

Water & Sewer Summary

Utility Fund

The Water and Sewer Enterprise Fund is used to account for operations of the water and sewer division and the construction of related facilities. The fund is financed and operated in a manner similar to private business enterprises - where the intent of the City is that the cost (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges. The acquisition, maintenance and improvement of the physical plant facilities required to provide these goods and services are financed from existing cash resources, the issuance of bonds (revenue or general obligation), impact fees and other City funds.

The City has one 2.25 MGD wastewater treatment plant, one 0.03 MGD water treatment plant, a collection system, 31 wastewater lift stations, three operational water wells, and a potable water distribution system which includes meters, pump stations and storage tanks. The City currently contracts out operations and maintenance to Veolia Water North America-Central, LLC. The annual fee increases proportionally to the Consumer Price Index for all Urban Consumers (US City Average).

The City receives its water through a water supply contract with the Brazosport Water Authority. The City agrees to take and pay for, whether taken or not, 2 million gallons of water per day. Additionally, the City shares the costs associated with the operation of a City of Oyster Creek sewer treatment plant. The percentage for sharing the operating expenses is determined based upon meter flow calibrations.

FY2020-2021 Achievements

- Completed Utility Rate Study.
- Completed Lift Station #3 and #5 Rehabilitation Project.
- Completed Assessment of Wastewater Treatment Plant.
- Implemented new online and over the phone utility payment options.

Goals & Objectives for FY2020-2021

- Implement Utility Rate Study.
- Obtain Texas Water Development Board Financing.
- Implement new Utility Billing software.

Major Changes In FY2020-2021

- Revenue and expenditures have been increased per the Utility Rate Study projections.
- Salaries have been increased up to 3% based on merit evaluations in 2020.
- The City's contribution to dependent and spousal coverage has been increased to 40%.

FY2020-2021 Proposed Budget (September 8, 2020)

Water & Sewer Summary

Utility Fund

Category	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021	Increase/ (Decrease)
	Actual	Actual	Estimate	Current Budget	Proposed Budget	
Revenue						
Intergovernmental	103,931	294,352	-	7,399	4,000	4,000
Miscellaneous Income	(14,379)	(972)	(18,400)	50,515	48,402	66,802
Investment Earnings	5,576	2,009	4,500	128	4,500	-
Water & Sewer Services	4,853,440	4,826,101	5,290,000	4,637,827	6,598,940	1,308,940
Revenue Total	4,948,567	5,121,489	5,276,100	4,695,868	6,655,842	1,379,742
Expenditures						
Salaries	80,261	84,666	93,100	85,906	95,703	2,603
Benefits	31,461	40,846	39,900	36,904	38,361	(1,539)
Supplies	32,977	24,526	27,000	34,573	27,546	546
Services	4,684,992	5,097,579	5,276,336	5,213,155	5,344,470	68,134
Maintenance	12,757	7,099	9,075	10,525	9,258	183
Sundry	-	-	701	304	25,716	25,015
Capital Outlay	-	1	750,000	199,870	210,000	(540,000)
Transfer	-	-	-	-	-	-
Depreciation Expense	453,751	483,264	-	-	-	-
Expenditures Total	5,296,199	5,737,981	6,196,112	5,581,238	5,751,054	(445,058)
Beg Fund Balance*	(13,371)	141,747	484,413	484,413	564,401	
Revenue Less Expenditures	(347,631)	(616,492)	(920,012)	(885,369)	904,787	
Transfers	502,749	959,159	1,000,000	1,000,000	(150,000)	
Ending Fund Balance*	141,747	484,413	564,401	599,044	1,319,188	
* (Unrestricted)						
33% Operating Reserve	1,747,746	1,893,534	2,044,717	1,841,808	1,897,848	
Available Fund Balance	(1,605,999)	(1,409,121)	(1,480,316)	(1,242,765)	(578,660)	

Employee Count

Position	FY2018-2019	FY2019-2020
	Actual	Budget
Water		
Billing Manager	1	1
Utility Clerk	1	1
Water Total	2	2

City of Peoria
FY2020-2021 Proposed Budget (September 8, 2020)

Water & Sewer Revenue

Utility Fund

Category	FY2017-	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021	Increase/ (Decrease)
	2018 Actual	Actual	Estimate	Current Budget	Proposed Budget	
Intergovernmental						
101 Interlocal Revenue	-	18,758	4,213	-	4,000	4,000
400 Community Dev Grant	-	248,075	-	-	-	-
401 Grant Revenue-Emergency Pov	103,931	-	-	-	-	-
460 Fema Reimbursement	-	27,519	3,186	-	-	-
Intergovernmental Total	103,931	294,352	7,399	-	4,000	4,000
Miscellaneous Income						
101 Misc Income	765	(3,895)	-	-	-	-
701 Credit Adjustments	-	-	-	-	-	-
103 Utility Reimbursements	-	-	46,802	-	46,802	46,802
102 Misc Income Return Checks	1,150	745	1,387	1,600	1,600	-
005 Cash Over Or Short	6	(58)	234	-	-	-
700 Bad Debt Write-Off	(16,300)	2,236	2,092	(20,000)	-	20,000
Miscellaneous Income Total	(14,379)	(972)	50,515	(18,400)	48,402	66,802
Investment Earnings						
100 Interest Income	5,576	2,009	128	4,500	4,500	-
Investment Earnings Total	5,576	2,009	128	4,500	4,500	-
Water & Sewer Services						
201 Water Revenue - Misc	-	-	253	-	-	-
301 Sewer Revenue - Misc	7,220	400	3,955	-	-	-
200 Water Revenue	2,799,735	2,812,519	2,728,332	3,190,000	4,007,820	817,820
300 Sewer Revenue	1,915,013	1,916,385	1,822,250	1,980,000	2,471,120	491,120
500 Sewer Surcharge	3,048	235	1,506	-	-	-
600 Water Tap Fee	38,073	14,365	14,440	35,000	35,000	-
900 Connect & Disconnect Fees	90,352	82,197	67,091	85,000	85,000	-
Water & Sewer Services Total	4,853,440	4,826,101	4,637,827	5,290,000	6,598,940	1,308,940
Grand Total	4,948,567	5,121,489	4,695,868	5,276,100	6,655,842	1,379,742

FY2020-2021 Proposed Budget (September 8, 2020)

Water/Sewer

Utility Fund

Category	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021	Increase/ (Decrease)
	Actual	Actual	Estimate	Current Budget	Proposed Budget	
Salaries						
100 Salaries/Wages	76,159	76,302	82,491	87,100	89,990	2,890
175 Longevity	1,478	1,664	1,488	1,000	1,593	593
190 Overtime	2,624	6,699	1,927	5,000	4,120	(880)
Salaries Total	80,261	84,666	85,906	93,100	95,703	2,603
Benefits						
201 F I C A & Medicare	6,777	6,312	7,068	7,200	7,321	121
210 Group Insurance	19,775	16,855	18,609	18,900	16,943	(1,957)
230 T M R S	4,909	10,065	11,023	13,300	13,805	505
240 Workmen'S Compensation	-	315	205	300	183	(117)
250 Opeb Expense	-	7,300	-	-	-	-
291 Unemployment Insurance	-	-	-	200	108	(92)
Benefits Total	31,461	40,846	36,904	39,900	38,361	(1,539)
Supplies						
310 Office/Computer Supplies	6,877	9,191	7,272	9,500	9,696	196
311 Postage/Shipping	26,100	15,335	13,470	17,500	17,850	350
335 Clothing	-	-	-	-	-	-
385 Small Tools & Equipment	-	-	-	-	-	-
390 Fuel	-	-	13,831	-	-	-
399 Other Supplies	-	-	-	-	-	-
Supplies Total	32,977	24,526	34,573	27,000	27,546	546
Services						
406 Fees	10,900	32,328	42,887	33,000	34,320	1,320
407 Collection Agency Fees	611	200	-	1,000	1,020	20
413 Professional Services	-	73,076	203,722	114,290	-	(114,290)
414 Bank Charges	11,518	5,071	4,105	9,261	9,446	185
415 Telephone	4,170	9,999	10,115	12,120	9,446	(2,674)
426 Physicals/Screening	-	-	-	35	36	1
430 Advertising	-	-	-	-	-	-
440 Electricity	-	-	24,554	-	-	-
483 Special Services	-	-	-	-	-	-
495 Oyster Creek Agreement	-	174,088	-	116,000	118,320	2,320
496 Bwa Water Resale	2,279,825	2,281,123	2,415,600	2,415,600	2,562,300	146,700
498 Veolia - Other	1,867	142,625	27,142	90,000	50,000	(40,000)
499 Veolia - Contract Operations	2,376,102	2,379,069	2,485,030	2,485,030	2,559,582	74,552
Services Total	4,684,992	5,097,579	5,213,155	5,276,336	5,344,470	68,134
Maintenance						
543 Electronics/Computer Maint	12,757	7,099	10,525	9,075	9,258	183
Maintenance Total	12,757	7,099	10,525	9,075	9,258	183
Sundry						
602 Seminars/Dues/Travel	-	-	304	350	358	8
604 Public Office Liability	-	-	-	-	-	-
628 Insurance	-	-	-	-	25,000	25,000
699 Other - Sundry	-	-	-	351	358	7
Sundry Total	-	-	304	701	25,716	25,015
Capital Outlay						
874 Riverside Lift Station	-	-	-	-	-	-
875 Grant-Emergency Power & M	-	-	-	-	-	-
876 Lift Station Pumps	-	-	-	-	-	-
880 Land Acquisition	-	-	-	-	-	-
899 Capital Outlay	-	1	199,870	750,000	210,000	(540,000)
Capital Outlay Total	-	1	199,870	750,000	210,000	(540,000)
Depreciation Expense						

FY2020-2021 Proposed Budget (September 8, 2020)

Water/Sewer

Utility Fund

Category	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021	Increase/ (Decrease)
	Actual	Actual	Estimate	Current Budget	Proposed Budget	
995 Depreciation	453,751	483,264	-	-	-	-
999 Accrual: Capital Outlay	-	-	-	-	-	-
Depreciation Expense Total	453,751	483,264	-	-	-	-
Grand Total	5,296,199	5,737,981	5,581,238	6,196,112	5,751,054	(445,058)



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FY2020-2021 Proposed Budget (September 8, 2020)

Debt Service Fund

The Debt Service Fund is the mechanism through which the City accumulates resources for the payment of interest and principal on its long-term debts.

The Debt Service Fund receives the majority of its revenues through current property tax assessments collected through the Interest and Sinking (I&S) tax rate. This portion of the tax rate is typically equal to the tax rate that, when applied to total assessed value, provides revenue equal to the debt service payment. The City has no legal debt limits.

The City paid off its 2003 Certificate of Obligations in FY2018-2019 leaving the 2008 Certificate of Obligations as the only outstanding bond in FY2019-2021. Therefore; to balance payments over time, the FY2020-2021 2008 Certificate of Obligation principal payment was made in FY 2019-2020. This allowed the City's Interest and Sinking Property Tax Rate as well as its overall Tax Rate to remain level.

The City is in the process of issuing new Certificate of Obligations. The bids are due August 3, 2020, therefore; the Proposed Budget has been developed utilizing estimated figures for the new issuance.

TOTAL DEBT SERVICE (ESTIMATE)				
Fiscal Year	Total Payment	Interest	Principal	Principal Balance
2020				8,040,000
2021	546,924	131,924	415,000	7,625,000
2022	537,624	227,624	310,000	7,315,000
2023	536,702	216,702	320,000	6,995,000
2024	535,500	245,500	290,000	6,705,000
2025	538,300	233,300	305,000	6,400,000
2026	535,500	220,500	315,000	6,085,000
2027	537,300	207,300	330,000	5,755,000
2028	538,500	198,500	340,000	5,415,000
2029	539,100	184,100	355,000	5,060,000
2030	539,100	169,100	370,000	4,690,000
2031	537,400	152,400	385,000	4,305,000
2032	535,400	135,400	400,000	3,905,000
2033	538,100	123,100	415,000	3,490,000
2034	535,350	110,350	425,000	3,065,000
2035	537,300	97,300	440,000	2,625,000
2036	538,800	83,800	455,000	2,170,000
2037	539,850	74,850	465,000	1,705,000
2038	535,450	65,450	470,000	1,235,000
2039	535,750	55,750	480,000	755,000
2040	535,600	45,600	490,000	265,000
TOTAL	10,753,550	2,978,550	7,775,000	

City of Peepers
FY2020-2021 Proposed Budget (September 8, 2020)

Debt Service Fund

2008 Certificate of Obligation - \$3.35 Million				
Maturity Date	Payment Amount	Interest	Principal	Principal Balance
4/1/2008	-	-	-	3,350,000
4/1/2009	291,965	126,965	165,000	3,185,000
4/1/2010	295,712	120,712	175,000	3,010,000
4/1/2011	299,079	114,079	185,000	2,825,000
4/1/2012	297,068	107,068	190,000	2,635,000
4/1/2013	299,867	99,867	200,000	2,435,000
4/1/2014	297,287	92,287	205,000	2,230,000
4/1/2015	299,517	84,517	215,000	2,015,000
4/1/2016	296,369	76,369	220,000	1,795,000
4/1/2017	298,031	68,031	230,000	1,565,000
4/1/2018	299,314	59,314	240,000	1,325,000
4/1/2019	295,218	50,218	245,000	1,080,000
4/1/2020	294,255	39,255	255,000	825,000
<i>2021 Prepayment</i>			<i>265,000</i>	<i>560,000</i>
4/1/2021	21,224	21,224		560,000
4/1/2022	296,224	21,224	275,000	285,000
4/1/2023	295,802	10,802	285,000	-
TOTAL	4,176,928	1,091,928	3,350,000	

2020 Certificate of Obligation - \$7.215 Million ESTIMATE				
Maturity Date	Total Payment	Interest	Principal	Principal Balance
2020 Issue				7,215,000
4/1/2021	525,700	110,700	415,000	6,800,000
4/1/2022	241,400	206,400	35,000	6,765,000
4/1/2023	240,900	205,900	35,000	6,730,000
4/1/2024	535,500	245,500	290,000	6,440,000
4/1/2025	538,300	233,300	305,000	6,135,000
4/1/2026	535,500	220,500	315,000	5,820,000
4/1/2027	537,300	207,300	330,000	5,490,000
4/1/2028	538,500	198,500	340,000	5,150,000
4/1/2029	539,100	184,100	355,000	4,795,000
4/1/2030	539,100	169,100	370,000	4,425,000
4/1/2031	537,400	152,400	385,000	4,040,000
4/1/2032	535,400	135,400	400,000	3,640,000
4/1/2033	538,100	123,100	415,000	3,225,000
4/1/2034	535,350	110,350	425,000	2,800,000
4/1/2035	537,300	97,300	440,000	2,360,000
4/1/2036	538,800	83,800	455,000	1,905,000
4/1/2037	539,850	74,850	465,000	1,440,000
4/1/2038	535,450	65,450	470,000	970,000
4/1/2039	535,750	55,750	480,000	490,000
4/1/2040	535,600	45,600	490,000	-
TOTAL	10,140,300	2,925,300	7,215,000	

FY2020-2021 Proposed Budget (September 8, 2020)

Debt Service Fund 64

General Fund Summary	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021	Increase/ (Decrease)
	Actual	Actual	Estimate	Current Budget	Proposed Budget	
Revenue						
Revenue						
Bond Proceeds	-	-	-	-	-	-
Property Tax	571,550	599,048	539,396	564,832	568,300	3,468
Investment Earnings	478	615	103	400	-	(400)
Revenue Total	572,028	599,663	539,499	565,232	568,300	3,068
Expenditures						
Administration						
Debt Service	579,577	585,332	569,224	565,232	551,924	(13,308)
Expenditures Total	579,577	585,332	569,224	565,232	551,924	(13,308)
Beginning Fund Balance	56,290	48,741	63,072	63,072	33,347	
Revenue Less Expenditures	(7,549)	14,330	(29,725)	-	16,376	
Ending Fund Balance	48,741	63,072	33,347	63,072	49,723	



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FY2020-2021 Proposed Budget (September 8, 2020)

Capital Projects (2020 COs) Fund 66

The Capital Projects Fund is a new fund to track the 2020 Certificate of Obligation Expenditures. Expenditures in FY2020-2021 include \$2.5 million in Streets and Drainage Projects, \$252k for Velasco Pump Station Improvements, \$375k for repairs to the Heritage House, and \$675k to renovate City Hall.

	FY2017-2018 Actual	FY2018-2019 Actual	FY2019-2020 Estimate	FY2019-2020 Current Budget	FY2020-2021 Proposed Budget	Increase/ (Decrease)
Revenue						
Revenue						
Bond Proceeds	-	-	7,700,000	-	-	-
Interest Income	-	-	-	-	38,500	38,500
Revenue Total	-	-	7,700,000	-	38,500	38,500
Revenue Total	-	-	7,700,000	-	38,500	38,500
Expenditures						
Administration	-	-	-	-	675,000	675,000
Historical Museum	-	-	-	-	375,000	375,000
Streets/Drainage	-	-	-	-	2,752,000	2,752,000
Expenditures Total	-	-	-	-	3,802,000	3,802,000
Beginning Fund Balance	-	-	-	7,700,000	7,700,000	-
Revenue Less Expenditures	-	-	7,700,000	-	(3,763,500)	
Transfers	-	-	-	-	-	-
Ending Fund Balance	-	-	7,700,000	7,700,000	3,936,500	

Overall 2020 Bond Issuance

Project	FY2020-2021	FY2021-2022	FY2022-2023	TOTAL	Percent
Street & Drainage Projects	2,500,000	2,125,000	1,750,000	6,375,000	83%
Velasco Pump Station Improvements	252,000			252,000	3%
Heritage House Renovation	375,000			375,000	5%
City Hall Renovation	675,000			675,000	9%
Total	3,802,000	2,125,000	1,750,000	7,677,000	100%

FY2020-2021 Proposed Budget (September 8, 2020)

Capital Projects Fund 63

The Capital Projects Fund is an existing fund that has an outstanding balance of \$54,000. Expenditures have not been budgeted in prior years; therefore, staff recommends utilizing this funding for qualifying infrastructure projects in FY 2019-2020.

	FY2017-2018 Actual	FY2018-2019 Actual	FY2019-2020 Estimate	FY2019-2020 Current Budget	FY2020-2021	
					Proposed Budget	Increase/ (Decrease)
Revenue						
Revenue	-	39	-	-	-	-
Revenue Total	-	39	-	-	-	-
Expenditures						
Administration	-	-	54,000	54,000	-	(54,000)
Historical Museum	-	-	-	-	-	-
Streets/Drainage	-	-	-	-	-	-
Expenditures Total	-	-	54,000	54,000	-	(54,000)
Beginning Fund Balance	54,000	54,000	54,039	54,039	39	
Revenue Less Expenditures	-	39	(54,000)	(54,000)	-	
Transfers	-	-	-	-	-	
Ending Fund Balance	54,000	54,039	39	39	39	

FY2020-2021 Proposed Budget (September 8, 2020)

Streets & Drainage Fund 14

The Streets & Drainage Fund is an existing fund has not been used in recent years. Therefore; staff proposes transferring funding from the General Fund to start allocating money for capital projects related to Streets & Drainage. While, this could be done under the General Fund, having a sperate fund allows the City to track and keep in savings in the fund for future infrastructure projects.

	FY2017-2018 Actual	FY2018-2019 Actual	FY2019-2020 Estimate	FY2019-2020 Current Budget	FY2020-2021	
					Proposed Budget	Increase/ (Decrease)
Revenue						
Revenue						
Miscellaneous Income	-	-	-	-	-	-
Investment Earnings	-	-	-	-	-	-
Revenue Total	-	-	-	-	-	-
Revenue Total						
Expenditures						
Streets/Drainage	-	-	2,249,906	2,249,906	250,000	(1,999,906)
Expenditures Total	-	-	2,249,906	2,249,906	250,000	(1,999,906)
Beginning Fund Balance	-	-	-	-	150,000	
Revenue Less Expenditures	-	-	(2,249,906)	(2,249,906)	(250,000)	
Transfers	-	-	2,399,906	2,399,906	250,000	
Ending Fund Balance	-	-	150,000	150,000	150,000	

FY2020-2021 Proposed Budget (September 8, 2020)

Facilities and Grounds CIP Fund 21

The Facilities and Grounds CIP is a new fund to allocate and track improvements to the City facilities.

	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021	Increase/ (Decrease)
	Actual	Actual	Estimate	Current Budget	Proposed Budget	
Expenditures						
Administration	-	-	248,348	292,152	-	(292,152)
Service Center	-	-	-	25,000	22,000	(3,000)
Police/Animal Control	-	-	7,266	-	45,300	45,300
Fire/Emergency Management	-	-	-	-	25,000	25,000
Golf Course	-	-	-	20,000	55,000	35,000
Historical Museum	-	-	-	-	17,000	17,000
Library	-	-	5,650	15,000	-	(15,000)
Parks	-	-	324,397	462,902	38,000	(424,902)
Recreation	-	-	113,901	139,000	3,475	(135,525)
Expenditures Total	-	-	699,562	954,054	205,775	(748,279)
Beginning Fund Balance	-	-	-	-	-	-
Revenue Less Expenditures	-	-	(699,562)	(954,054)	(205,775)	
Transfers	-	-	699,562	954,054	205,775	
Ending Fund Balance	-	-	-	-	-	-

Facilities CIP Fund Projects FY2020-2021

Department/Request	Sum of Facilities CIP
Culture, Recreation & Tourism	20,475
Glass Gym Doors	3,475
Museum Renovations	17,000
Fire/EMS	25,000
Station #1 Decon Room	25,000
Golf Course	55,000
Cart path repair	10,000
New Practice Putting Green	30,000
Greens Renovations	15,000
Police	45,300
Plumbing & Sewage Replacement	13,500
New PD Roof	31,800
Public Works	60,000
Paint Exterior of Service Center	22,000
River Place Roof Repairs	33,000
Dog Waste Stations at Parks	5,000
Grand Total	205,775

FY2020-2021 Proposed Budget (September 8, 2020)

Vehicle and Equipment Replacement Fund 22

The Vehicle and Equipment Replacement Fund is a new fund to allocate and track improvements to the City facilities.

	FY2017-2018 Actual	FY2018-2019 Actual	FY2019-2020 Estimate	FY2019-2020 Current Budget	FY2020-2021 Proposed Budget	Increase/ (Decrease)
Expenditures						
Administration	-	-	39,644	-	-	-
Police/Animal Control	-	-	149,157	181,257	122,000	(59,257)
Fire/Emergency Management	-	-	80,879	79,415	93,142	13,727
Golf Course	-	-	-	-	47,000	47,000
Parks	-	-	140,206	140,206	-	(140,206)
Streets/Drainage	-	-	31,805	46,910	7,500	(39,410)
Expenditures Total	-	-	441,691	447,788	269,642	(178,146)
Beginning Fund Balance	-	-	-	-	-	-
Revenue Less Expenditures	-	-	(441,691)	(447,788)	(269,642)	
Transfers	-	-	441,691	447,788	269,642	
Ending Fund Balance	-	-	-	-	-	

Vehicle and Equipment Replacement Fund Projects FY2020-2021

Department/Request	Amount
Fire/EMS	93,142
Ferno INX Patient Cot	37,215
Staff Vehicle Replacement	55,927
Golf Course	47,000
Replace Greens Mower (Verticutter)	47,000
Police	122,000
Unmarked Unit	32,000
Two-Turn Key Tahoe Packages	90,000
Public Works	7,500
Hydraulic Auger	3,500
Striping Machine	4,000
Grand Total	269,642

FY2020-2021 Proposed Budget (September 8, 2020)

Information Technology Fund 23

The Technology Fund is a new fund to allocate and track improvements to the City's IT infrastructure and software expenses.

	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021	Increase/ (Decrease)
	Actual	Actual	Estimate	Current Budget	Proposed Budget	
Expenditures						
Administration	-	-	-	-	208,000	208,000
Police/Animal Control	-	-	-	-	252,832	252,832
Fire/Emergency Management	-	-	-	-	8,427	8,427
Parks	-	-	-	-	-	-
Streets/Drainage	-	-	-	-	6,000	6,000
Expenditures Total	-	-	-	-	475,259	475,259
Beginning Fund Balance	-	-	-	-	-	-
Revenue Less Expenditures	-	-	-	-	(475,259)	
Transfers	-	-	-	-	475,259	
Ending Fund Balance	-	-	-	-	-	-

Information Technology Fund Projects FY2020-2021

Information Technology Fund

Department/Request	Amount
Administration	208,000
Financial Software Upgrade	165,000
New Computer for New Admin Position	3,000
IT Services Contract	40,000
Fire/EMS	8,427
"Shock Advised" AED Program	8,427
Police	252,832
AVTEC Scout Console	165,002
Computer Replacement	8,800
Email Archive System	7,500
LPR Computer Upgrade	8,925
Off-Site Backup & Replication	13,000
Quest DL130 Upgrade	20,000
LiveScan Fingerprinting Machine	19,537
In-Unit Computers for New Tahoe's	4,698
Laserfiche Upgrade	5,370
Public Works	6,000
Vehicle scanning tool	6,000
Grand Total	475,259

FY2020-2021 Proposed Budget (September 8, 2020)

Hotel-Motel Tax Fund 18

Use of hotel occupancy tax (HOT Tax) revenue is specified by Chapter 351 of the Texas Tax Code. HOT tax revenue may only be used to promote tourism and the local convention and hotel industry. The Hotel/Motel Tax funds specific tourism initiatives. FY2021 expenditures are for regional tourism initiatives. A \$20k placeholder for a Visitor Kiosk has been included under Sundry.

	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021	Increase/ (Decrease)
	Actual	Actual	Estimate	Current Budget	Proposed Budget	
Revenue						
Revenue						
Franchise & Other Taxes	11,359	36,586	7,325	12,000	12,000	-
Investment Earnings	-	95	-	-	-	-
Revenue Total	11,359	36,681	7,325	12,000	12,000	-
Revenue Total	11,359	36,681	7,325	12,000	12,000	-
Expenditures						
Hotel/Motel						
Services	10,500	11,000	6,333	10,250	10,250	-
Sundry	-	-	-	-	20,000	20,000
Hotel/Motel Total	10,500	11,000	6,333	10,250	30,250	20,000
Expenditures Total	10,500	11,000	6,333	10,250	30,250	20,000
Beginning Fund Balance	2,587	3,446	29,127	29,127	30,119	
Revenue Less Expenditures	859	25,681	991	1,750	(18,250)	
Transfers	-	-	-	-	-	
Ending Fund Balance	3,446	29,127	30,119	30,877	11,869	

FY2020-2021 Proposed Budget (September 8, 2020)

Marina Fund 16

This fund was established in FY 2020 to track revenue and expenditures regarding boat operations. The City has an agreement with Freeport LNG to maintain and operate a boat to patrol the marina.

	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021	Increase/ (Decrease)
	Actual	Actual	Estimate	Current Budget	Proposed Budget	
Revenue						
Revenue						
Miscellaneous Income	-	-	7,420	7,420	7,420	-
Revenue Total	-	-	7,420	7,420	7,420	-
Revenue Total	-	-	7,420	7,420	7,420	-
Expenditures						
Police/Animal Control	-	-	21,125	25,000	5,000	(20,000)
Expenditures Total	-	-	21,125	25,000	5,000	(20,000)
Beginning Fund Balance	-	-	-	-	16,895	
Revenue Less Expenditures	-	-	(13,705)	(17,580)	2,420	
Transfers	-	-	30,600	30,600	-	
Ending Fund Balance	-	-	16,895	13,020	19,315	

City of Frederick
FY2020-2021 Proposed Budget (September 8, 2020)

Court Technology Fund 40

The Court Technology Fund is used to account for revenues and expenditures associated with legislatively restricted fees collected by the Municipal Court.

	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021	Increase/ (Decrease)
	Actual	Actual	Estimate	Current Budget	Proposed Budget	
Revenue						
Revenue						
Fines & Forfeits	-	8,833	4,683	10,000	10,000	-
Investment Earnings	-	29	-	-	-	-
Revenue Total	-	8,862	4,683	10,000	10,000	-
Revenue Total	-	8,862	4,683	10,000	10,000	-
Expenditures						
Municipal Court						
Maintenance	-	-	9,666	8,600	8,600	-
Sundry	-	9,265	2,139	2,800	2,800	-
Municipal Court Total	-	9,265	11,806	11,400	11,400	-
Expenditures Total	-	9,265	11,806	11,400	11,400	-
Transfer	-	12,496	-	-	-	-
Beginning Fund Balance	-	-	12,093	12,093	4,970	
Revenue Less Expenditures	-	(403)	(7,122)	(1,400)	(1,400)	
Transfers	-	12,496	-	-	-	
Ending Fund Balance	-	12,093	4,970	10,693	3,570	

City of Peepers
FY2020-2021 Proposed Budget (September 8, 2020)

Court Security Fund 41

The Court Security Fund is used to account for revenues and expenditures associated with legislatively restricted fees collected by the Municipal Court. Included in the fund are the costs associated with the Court Bailiff.

	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021	Increase/ (Decrease)
	Actual	Actual	Estimate	Current Budget	Proposed Budget	
Revenue						
Revenue						
Interest Income	-	132	-	-	-	-
Fines & Forfeits	-	6,625	3,974	7,600	7,600	-
Revenue Total	-	6,758	3,974	7,600	7,600	-
Revenue Total	-	6,758	3,974	7,600	7,600	-
Expenditures						
Municipal Court						
Salaries	-	-	19,214	5,000	15,000	10,000
Sundry	-	250	73	8,400	8,400	-
Municipal Court Total	-	250	19,287	13,400	23,400	10,000
Expenditures Total	-	250	19,287	13,400	23,400	10,000
Beginning Fund Balance	-	-	72,801	72,801	57,488	
Revenue Less Expenditures	-	6,508	(15,314)	(5,800)	(15,800)	
Transfers	-	66,294	-	-	-	
Ending Fund Balance	-	72,801	57,488	67,001	41,688	

City of Peepers
FY2020-2021 Proposed Budget (September 8, 2020)

State Narcotics Fund 43

Chapter 59 Asset Seizures account is regulated by state law and may be used for various expenses related to police activities. The Police Department administers the funds of these programs. This fund includes awarded State Seized Funds and State Narcotics Funds pending award.

	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021	
	Actual	Actual	Estimate	Current Budget	Proposed Budget	Increase/ (Decrease)
Revenue						
Revenue						
Interest Income	-	-	-	-	-	-
Miscellaneous Income	-	29,531	26,643	26,000	26,000	-
Investment Earnings	-	1,711	-	-	-	-
Revenue Total	-	31,242	26,643	26,000	26,000	-
Revenue Total	-	31,242	26,643	26,000	26,000	-
Expenditures						
Police/Animal Control	-	51,189	5,636	15,000	15,000	-
Expenditures Total	-	51,189	5,636	15,000	15,000	-
Beginning Fund Balance	-	-	37,824	37,824	58,831	
Revenue Less Expenditures	-	(19,947)	21,007	11,000	11,000	
Transfers	-	57,771	-	-	-	
Ending Fund Balance	-	37,824	58,831	48,824	69,831	

City of Peepert
FY2020-2021 Proposed Budget (September 8, 2020)

Federal Narcotics Fund 44

Federal Seizures are regulated by the Department of Justice Asset Forfeiture Program and may be used for various one-time expenses related to investigation. The Police Department administers the funds of these programs.

	FY2017-2018	FY2018-2019	FY2019-2020	FY2019-2020	FY2020-2021	Increase/ (Decrease)
	Actual	Actual	Estimate	Current Budget	Proposed Budget	
Revenue						
Revenue						
Interest Income	-	-	-	-	-	-
Miscellaneous Income	-	-	-	-	-	-
Revenue Total	-	-	-	-	-	-
Expenditures						
Police/Animal Control	-	-	-	-	-	-
Expenditures Total	-	-	-	-	-	-
Beginning Fund Balance	-	-	-	-	-	-
Revenue Less Expenditures	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Ending Fund Balance	-	-	-	-	-	-



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**City of Freeport
FY2020-2021 Proposed Budget (September 8, 2020)**

Summary of Capital Improvement Proposed FY2020-2021

Department/Project	Information Technology	Vehicle & Equipment	Facilities & Grounds	Streets & Drainage	2020 Bond Projects
Administration					675,000
Renovations to City Hall					675,000
Culture, Recreation & Tourism			17,000		375,000
Museum Renovations			17,000		
Heritage House Renovation					375,000
Fire/EMS		93,142	25,000		
Ferno INX Patient Cot		37,215			
Staff Vehicle Replacement		55,927			
Station #1 Decon Room			25,000		
Golf Course		47,000	55,000		
Cart path repair			10,000		
New Practice Putting Green			30,000		
Replace Greens Mower (Verticutter)		47,000			
Greens Renovations			15,000		
Police	204,539	122,000	45,300		
AVTEC Scout Console	165,002				
LiveScan Fingerprinting Machine	19,537				
New PD Roof			31,800		
Plumbing & Sewage Replacement			13,500		
Quest DL130 Upgrade	20,000				
Two-Turn Key Tahoe Packages		90,000			
Unmarked Unit		32,000			
Public Works	6,000		55,000	250,000	2,752,000
Paint Exterior of Service Center			22,000		
River Place Roof Repairs			33,000		
Vehicle scanning tool	6,000				
Velasco Pump Station Improvements					252,000
Streets and Drainage Projects				250,000	2,500,000
Grand Total	210,539	262,142	197,300	250,000	3,802,000



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City of Peoria
FY2020-2021 Proposed Budget (September 8, 2020)

Position Count

Fund/Department/Title			FY2020-2021	
	FY2018-2019 Actual	FY2019-2020 Budget	Proposed Budget	Increase/ (Decrease)
General Fund				
Administration				
Administration				
Accounting Specialist	1	1	1	0
City Manager	1	1	1	0
City Secretary	1	1	1	0
Finance Director	1	0	0	0
HR Assistant	0	1	1	0
HR Assistant (PT)	1	0	0	0
Receptionist	1	0	0	0
Asst. City Manager	0	1	1	0
HR Director	1	1	1	0
Special Projects Coord.	1	1	1	0
Admin. Assistant	0	1	1	0
Financial Administrator	0	0	1	1
Administration Total	8	8	9	1
Administration Total	8	8	9	1
Building & Code				
Building				
Building Inspector	1	1	1	0
Building Official	1	1	1	0
Municipal Clerk	1	1	0	-1
Permit Coordinator	0	0	1	1
Building Total	3	3	3	0
Code Enforcement				
Compliance Officer	3	3	3	0
Compliance Supervisor	1	1	1	0
Code Enforcement Total	4	4	4	0
Building & Code Total	7	7	7	0
Fire/EMS				
EMS				
Firefighters	9	9	9	0
EMS Total	9	9	9	0
Fire				
EMS Coordinator	1	1	0	-1
Fire Chief	1	1	1	0
Fire Marshal	1	1	1	0
Firefighter	3	3	3	0
Lieutenant	3	3	3	0
Deputy Chief	0	0	1	1
Admin. Assistant	0	1	1	0
Fire Total	9	10	10	0
Fire/EMS Total	18	19	19	0

City of Peepert
FY2020-2021 Proposed Budget (September 8, 2020)

Position Count

Fund/Department/Title			FY2020-2021	
	FY2018-2019 Actual	FY2019-2020 Budget	Proposed Budget	Increase/ (Decrease)
Golf Course				
Golf Course				
Crew leader	1	1	1	0
Golf Course Director	1	1	1	0
Mechanic	1	1	1	0
Clerk	2	1	0	-1
Grounds Keepers	4	4	4	0
Proshop Attendant (PT)	4	5	5	0
Range Attendant (PT)	4	6	6	0
Coordinator	0	0	1	1
Golf Course Total	17	19	19	0
Golf Course Total	17	19	19	0
Municipal Court				
Court				
Court Clerk	0	1	1	0
Court Supervisor	1	1	1	0
Court Total	1	2	2	0
Municipal Court Total	1	2	2	0
Police/Animal Control				
Police				
Animal Control Officer	2	2	2	0
Captain	1	1	1	0
Chief	1	1	1	0
Crossing Guard (PT)	4	4	4	0
Detective	4	4	4	0
Dispatch Supervisor	1	1	1	0
Dispatcher	7	7	7	0
Jailer	2	2	2	0
Lieutenant	1	1	1	0
Patrol Officer	20	20	20	0
Records Clerk	2	2	2	0
Sergeant	5	5	5	0
Admin. Secretary	1	0	0	0
Detective (PT)	1	1	0	-1
Admin. Assistant	0	1	1	0
Police Total	52	52	51	-1

City of Freeport
FY2020-2021 Proposed Budget (September 8, 2020)

Position Count

Fund/Department/Title	FY2020-2021			
	FY2018-2019 Actual	FY2019-2020 Budget	Proposed Budget	Increase/ (Decrease)
Police/Animal Control Total	52	52	51	-1
Public Works				
Parks				
Field Crew	11	11	10	-1
Maintenance Supervisor	1	1	1	0
Maintenance Technician	2	2	2	0
Parks Supervisor	1	1	1	0
Receptionist (PT)	1	1	0	-1
Admin. Secretary	1	1	0	-1
Parks & Rec Director	1	1	0	-1
Parks Total	18	18	14	-4
Service Center				
Mechanic	1	1	1	0
Admin. Secretary	1	1	0	-1
Admin. Assistant	0	0	1	1
Service Center Total	2	2	2	0
Streets/Drainage				
Crew leader	0	0	2	2
Equipment Operator	4	4	2	-2
Field Crew	9	9	9	0
Street Director	1	1	0	-1
Supervisor	1	1	0	-1
Technician	1	1	0	-1
Public Works Director	0	0	1	1
Superintendent	0	0	1	1
Streets/Drainage Total	16	16	15	-1
Public Works Total	36	36	31	-5
Culture, Recreation & Tourism				
Museum				
Museum Manager	1	1	0	-1
Admin. Secretary	0	0	1	1
Museum Coordinator	0	0	1	1
Destinations Director	0	0	1	1
Attendant (PT)	2	2	1	-1
Museum Total	3	3	4	1
Recreation				
Recreation Supervisor	1	1	1	0
Lifeguards	22	22	16	-6
Attendant (PT)	2	2	2	0
Attendant	2	2	2	0
Program Coordinator	1	1	1	0
Recreation Total	28	28	22	-6
Culture, Recreation & Tourism Total	31	31	26	-5
General Fund Total	170	174	164	-10

**City of Peepark
FY2020-2021 Proposed Budget (September 8, 2020)**

Position Count

Fund/Department/Title	FY2020-2021			
	FY2018-2019 Actual	FY2019-2020 Budget	Proposed Budget	Increase/ (Decrease)
Utility Fund				
Water & Sewer				
Water				
Billing Manager	1	1	1	0
Utility Clerk	1	1	1	0
Water Total	2	2	2	0
Water & Sewer Total	2	2	2	0
Utility Fund Total	2	2	2	0
Grand Total	172	176	166	-10



City Council Agenda Item # 8

Title: Consideration of an Ordinance Adopting FY2020-2021 Budget

Date: September 8, 2020

From: Stephanie Russell, Assistant City Manager/Finance Director

Staff Recommendation:

Staff recommends approval of the Ordinance.

Item Summary:

Per section 102.007 of the Texas Local Government Code, at the conclusion of the public hearing, the governing body of the municipality shall take action on the proposed budget. A vote to adopt the budget must be a record vote. Upon final adoption, the budget shall be in effect for the fiscal year. As required by law, once approved, the Budget Cover Page will be updated with the following statement: "This budget will raise more revenue from property taxes than last year's budget by an amount of \$153,321, which is a 4.89 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$183,407." A copy of the budget, as finally adopted, will be filed with City Secretary and the County Clerk of Brazoria County. The final budget will also be made available on the City's website.

Background Information:

On August 10, 2020, the City Manager presented to the City Council a proposed budget for the fiscal year 2020 which was filed with the City Secretary and posted on the City website as required by Local Government Code Section 102.005. Additionally, a notice as required by Section 102.006 of the Local Government Code, was published to conduct a public hearing on such budget on September 8, 2020. During such hearing all citizens and taxpayers of the City had the right to be present and to be heard, and those who requested to be heard were heard.

Special Considerations:

Per Section 9.11 of the City's Charter, "the budget shall be finally adopted not later than fifteen (15) days prior to the beginning of the fiscal year and should the City Council fail to so adopt a budget, the then existing budget together with its tax levying ordinance and its appropriation ordinance shall be deemed adopted for the ensuing fiscal year. If delayed by a situation beyond control of the City it shall be acted on as soon as practicable."

Financial Impact:

The proposed Ordinance appropriates expenditures for the fiscal year beginning October 1, 2020 through September 30, 2021.

Supporting Documentation:

Ordinance

ORDINANCE NO. 2020-2611

AN ORDINANCE APPROVING AND ADOPTING THE CITY OF FREEPORT, TEXAS, ANNUAL GOVERNMENTAL AND PROPRIETARY FUNDS BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; MAKING APPROPRIATIONS FOR CITY OPERATIONS FOR SUCH FISCAL YEAR AS REFLECTED IN SUCH BUDGET; AUTHORIZING VARIOUS OTHER TRANSFERS; MAKING CERTAIN FINDINGS AND CONTAINING CERTAIN PROVISIONS RELATING TO THE SUBJECT; PROVIDING A SEVERANCE CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, on August 10, 2020, the City Manager presented to the City Council a proposed budget of the expenditures of the City of Freeport for the fiscal year 2021 and the proposed budget was filed with the City Secretary and posted on the City website as required by Local Government Code Section 102.005; and

WHEREAS, pursuant to notice as required by Section 102.006 of the Local Government Code, on September 8, 2020, a public hearing on such budget was held in the Council Chambers, at which hearing all citizens and taxpayers of the City had the right to be present and to be heard, and those who requested to be heard were heard; and

WHEREAS, the City Council has considered the proposed budget and has made such changes therein as in the City Council's judgment were warranted by law and were in the best interest of the citizens and taxpayers of the City; and

WHEREAS, such changes are described in Exhibit A

WHEREAS, under Chapter 9 of said Charter, the governing body of the municipality is required to adopt a budget not later than fifteen (15) days prior to the beginning of the fiscal year; and,

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

Section 1. The facts and opinions in the preamble of this ordinance are true and correct.

Section 2. In accordance with the provisions of Local Government Code Section 102. 007, the City Council hereby approves and adopts the budget described above, the same as shown in Exhibit A, all of which are attached and incorporated herein. The City Secretary is hereby directed to place on such budget and to sign an endorsement reading as follows: " The Original Annual Budget of the City of Freeport, Texas, for Fiscal Year 2020-2021" and to keep such budget on file in her office as a public record. In addition, in accordance with Section 102. 009 (d), Texas Local Government Code, the City Secretary is hereby directed to file a true copy of the approved Budget in the offices of the county clerks of the counties in which the City is located.

Section 3. The FY2020-2021 Budget for operations shall be administered as follows:

a. The Council may transfer any unencumbered appropriation balance or portion thereof from one department, or fund to another, at any time.

b. The City Manager shall have authority, without Council approval, to transfer appropriation balances from one expenditure account to another within a department.

c. At any time in any fiscal year, the Council may, pursuant to Article XI, section 9.14 of the City Charter, make emergency appropriations to meet a pressing need for public expenditure, for other than regular or recurring requirements, to protect the public health, safety or welfare. Such appropriation shall not be more than 5% of the total annual budget; however, the 5% may only be allocated annually under the condition the "undesignated" reserve/contingency funds in general revenue does not exceed eight million dollars. All reserve/contingency funds may only be used with the specific consent of the City Council for unforeseen contingencies by the City Manager.

Section 4. That the Beginning Fund Balance reflected in the budget for each fund for which a Budget is adopted shall be adjusted to be the amount of the Ending Fund Balance for Fiscal Year 2019-2020 as reflected in the final Comprehensive Annual Financial Report for Fiscal Year 2019-2020 upon publication. The revised Beginning Fund Balance shall thereafter be used to calculate the Fiscal Year 2020-2021 Ending Fund Balance.

Section 5. That the budget for Fiscal Year 2020-2021 shall be increased for valid outstanding encumbrances at the conclusion of Fiscal Year 2019-2020. Said increased appropriations shall be equal to the outstanding and valid encumbrances and shall be recorded in the appropriate accounts.

Section 6. All ordinances and resolutions, and parts of ordinances and resolutions in conflict herewith, are hereby repealed.

Section 7. A copy of the final approved budget shall be filed with the City Secretary and posted on the website in accordance with Local Government Code Section 102.008.

Section 8. It is hereby found and determined that the meeting at which this ordinance was passed was open to the public and that advance public notice of the time, place and purpose of said meeting was given as required by law.

This ordinance shall be effective from and after its passage and the annual budget adopted hereby shall be in effect for the Fiscal Year of the City beginning October 1, 2020 and ending September 30, 2021.

PASSED AND ADOPTED this _____ day of September 2020.

Brooks Bass, Mayor

ATTEST:

Betty Wells, City Secretary

APPROVED AS TO FORM AND CONTENT:

Chris Duncan, City Attorney

EXHIBIT "A"
City of Freeport FY2020-2021 Adopted Budget

Fund	FY2020-2021 Proposed Budget	Adjustments	FY2020-2021 Adopted Budget
General Fund			
Administration	1,784,520	150,024	1,934,544
Municipal Court	179,029	218	179,246
Police/Animal Control	4,835,269	2,401	4,837,671
Fire/Emergency Management	1,361,666	1,238	1,362,903
EMS	907,809	189	907,998
Streets/Drainage	1,301,734	24,244	1,325,978
Service Center	221,933	155	222,087
Beach Maintenance	10,000	-	10,000
Garbage	992,453	-	992,453
Building	334,930	52	334,982
Code Enforcement	478,545	(99,709)	378,836
Library	55,700	-	55,700
Parks	1,358,666	520	1,359,186
Recreation	583,484	(284)	583,200
Sr. Citizen's Commission	10,250	-	10,250
Golf Course	1,127,762	278	1,128,041
Historical Museum	378,221	82	378,302
Emergency Management	10,000	(10,000)	-
General Fund Total	15,931,969	69,408	16,001,378
Water/Sewer Fund	5,750,982	72	5,751,054
Other Funds			
Capital Debt Service	551,924	-	551,924
Court Security	23,400	-	23,400
Court Technology	11,400	-	11,400
Hotel/Motel	10,250	20,000	30,250
Marina	5,000	-	5,000
State Narcotics	15,000	-	15,000
Facilities CIP	205,775	-	205,775
Vehicle & Equipment Fund	269,642	-	269,642
Streets & Drainage CIP	250,000	-	250,000
Information Technology Fund	475,259	-	475,259
2020 Cert of Obligation	3,802,000	-	3,802,000
Other Funds Total	5,619,650	20,000	5,639,650
Total Expenditures	27,302,602	89,480	27,392,082
Transfers	2,401,351	-	2,401,351
Grand Total Budget	29,703,953	89,480	29,793,433

NOTE: Expenses for the Employee Benefit Fund is not included in the Citywide Total above to avoid duplication of the amounts shown as part of the General and Utility Fund budgets that are transfers to this fund for services.

EXHIBIT "A"
City of Freeport FY2020-2021 Adopted Budget

Fund	FY2020-2021 Proposed Budget	Adjustments	FY2020-2021 Adopted Budget
General Fund			
Administration	1,784,520	150,024	1,934,544
Municipal Court	179,029	218	179,246
Police/Animal Control	4,835,269	2,401	4,837,671
Fire/Emergency Management	1,361,666	1,238	1,362,903
EMS	907,809	189	907,998
Streets/Drainage	1,301,734	24,244	1,325,978
Service Center	221,933	155	222,087
Beach Maintenance	10,000	-	10,000
Garbage	992,453	-	992,453
Building	334,930	52	334,982
Code Enforcement	478,545	(99,709)	378,836
Library	55,700	-	55,700
Parks	1,358,666	520	1,359,186
Recreation	583,484	(284)	583,200
Sr. Citizen's Commission	10,250	-	10,250
Golf Course	1,127,762	278	1,128,041
Historical Museum	378,221	82	378,302
Emergency Management	10,000	(10,000)	-
General Fund Total	15,931,969	69,408	16,001,378
Water/Sewer Fund	5,750,982	72	5,751,054
Other Funds			
Capital Debt Service	551,924	-	551,924
Court Security	23,400	-	23,400
Court Technology	11,400	-	11,400
Hotel/Motel	10,250	20,000	30,250
Marina	5,000	-	5,000
State Narcotics	15,000	-	15,000
Facilities CIP	205,775	-	205,775
Vehicle & Equipment Fund	269,642	-	269,642
Streets & Drainage CIP	250,000	-	250,000
Information Technology Fund	475,259	-	475,259
2020 Cert of Obligation	3,802,000	-	3,802,000
Other Funds Total	5,619,650	20,000	5,639,650
Total Expenditures	27,302,602	89,480	27,392,082
Transfers	2,401,351	-	2,401,351
Grand Total Budget	29,703,953	89,480	29,793,433

NOTE: Expenses for the Employee Benefit Fund is not included in the Citywide Total above to avoid duplication of the amounts shown as part of the General and Utility Fund budgets that are transfers to this fund for services.



City Council Agenda Item # 9

Title: Consideration and Possible Action Regarding An Ordinance Establishing a Tax Rate for the 2020 Tax Year.

Date: September 8, 2020

From: Stephanie Russell, Assistant City Manager/Finance Director

Staff Recommendation:

Staff recommends approval of the ordinance. This year's proposed tax rate does not exceed the No-New Revenue Tax Rate. Therefore; a motion to adopt the proposed ordinance does not require the language about "tax increase" as stated in 26.05(b) of Property Tax Code.

Item Summary:

A tax rate of \$0.615859 per \$100 valuation has been proposed for adoption. This rate is equal to the No-New Revenue rate and lower than the Voter Approval and De Minimis rates. As a result, City is not required to hold an election to seek voter approval of the rate.

Background Information:

On August 17, 2020, Council proposed a proposed the No-New Revenue Tax Rate of \$0.615859 per \$100 valuation for adoption on Tuesday, September 8, 2020.

Description of Rate	M & O Rate	Debt Rate*	Total Rate	General Fund (M&O) Revenue
No New Revenue Tax Rate (Proposed Rate)	0.517532	0.098327	\$0.615859	\$2,764,154
Voter Approval Tax Rate	0.530632	0.098327	\$0.628959	\$2,834,121
De Minimis Tax Rate	0.606302	0.098327	\$0.704629	\$3,238,277

Special Considerations:

Council must adopt the tax rate before Sept. 30 or 60 days after receiving the certified appraisal roll, whichever date is later. Additionally, the deadline to approve a tax rate for consolidated tax bill is September 20, 2020.

Financial Impact:

Taxes owed under any of the above rates can be calculated as follows:

$$\text{Property Tax Amount} = (\text{Rate}) \times (\text{Taxable Value of Property})/100$$

Supporting Documentation:

Notice of Meeting to Vote on Tax Rate Ordinance

NOTICE OF MEETING TO VOTE ON TAX RATE

A tax rate of .615859 per \$100 valuation has been proposed by the governing body of CITY OF FREEPORT.

PROPOSED TAX RATE	\$0.615859 per \$100
NO-NEW REVENUE TAX RATE	\$0.615859 per \$100
VOTER-APPROVAL TAX RATE	\$0.628959 per \$100
DE MINIMIS RATE	\$0.704629 per \$100

The no-new-revenue tax rate is the tax rate for the 2020 tax year that will raise the same amount of property tax revenue for CITY OF FREEPORT from the same properties in both the 2019 tax year and the 2020 tax year.

The voter-approval tax rate is the highest tax rate that CITY OF FREEPORT may adopt without holding an election to seek voter approval of the rate, unless the de minimis rate for CITY OF FREEPORT exceeds the voter-approval tax rate for CITY OF FREEPORT.

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate for CITY OF FREEPORT, the rate that will raise \$500,000, and the current debt rate for CITY OF FREEPORT.

The proposed tax rate is not greater than the no-new-revenue tax rate. This means that CITY OF FREEPORT is not proposing to increase property taxes for the 2020 tax year.

A public meeting to vote on the proposed tax rate will be held on September 08, 2020 at 6:00pm at the Police Department Municipal Courtroom at 430 N Brazosport Blvd in Freeport Texas 77541.

The proposed tax rate is also not greater than the voter-approval tax rate. As a result, CITY OF FREEPORT is not required to hold an election to seek voter approval of the rate. However, you may express your support for or opposition to the proposed tax rate by contacting the City Council of CITY OF FREEPORT at their offices or by attending the public meeting mentioned above.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

$$\text{property tax amount} = (\text{tax rate}) \times (\text{taxable value of your property}) / 100$$

The members of the governing body voted on the proposed tax increase as follows:

FOR: Brooks Bass Ken Green Jerry Cain Sandra Loeza Roy Yates

AGAINST:

PRESENT and not voting:

ABSENT:

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by CITY OF FREEPORT last year to the taxes proposed to be imposed on the average residence homestead by CITY OF FREEPORT this year:

	2019	2020	Change
Total Tax Rate (per \$100 of value)	\$0.628005	\$0.615859	decrease of -\$0.012146 OR
Average homestead taxable value	\$67,460	\$85,368	increase of 26.54%
Tax on average homestead	\$424	\$526	increase of \$102 OR 24.10%
Total tax levy on all properties	\$3,135,999	\$3,289,320	increase of \$153,321 OR 4.89%

For assistance with tax calculations, please contact the tax assessor for CITY OF FREEPORT at 979-864-1320 or roving@brazoria-county.com or visit <https://www.brazoriacountytexas.gov/departments/> for more information.

ORDINANCE NUMBER 2020-2612

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, ESTABLISHING A TAX RATE FOR EACH \$100.00 VALUATION OF TAXABLE PROPERTY FOR THE 2020 TAX YEAR; LEVYING ALL TAXES FOR SAID CITY FOR SUCH TAX YEAR; ALLOCATING SUCH TAXES FOR CERTAIN MUNICIPAL PURPOSES THEREIN ENUMERATED; ORDERING THAT SUCH TAXES BE ASSESSED AND COLLECTED; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING AN EFFECTIVE DATE FOR THIS ORDINANCE.

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

WHEREAS, Section 6.22 (c), Texas Tax Code, authorizes the governing body of a taxing unit to require the county in which said unit is located to assess and collect the taxes such unit imposes in the manner in which the county assesses and collects its taxes; and,

WHEREAS, Section 26.05 of the Texas Property Tax Code provides that the governing body of each taxing unit shall adopt a tax rate for the current tax year before the later of September 30 or the 60th day after the date the certified appraisal roll is received by the taxing unit; and

WHEREAS, county taxes in Brazoria County, Texas, are assessed and collected by the Brazoria County Tax Assessor-Collector; and,

WHEREAS, Section 6.23 (a)(3) of the Texas Tax Code, provides that the county assessor and collector of taxes shall, if so required by a taxing unit, assess and collect the taxes of said unit; and,

WHEREAS, heretofore the City Council, being the governing body thereof, adopted a resolution requesting and requiring the Assessor and Collector of Taxes for Brazoria County to assess and collect the ad valorem taxes levied by the City; and,

WHEREAS, under the provisions of Section 26.05 (b) of the Tax Code, the tax rate must be set by ordinance, resolution or order which, if the rate exceeds the no-new-revenue maintenance and operations tax rate, must be adopted by a motion with a record vote of the governing body of the City, such motion must be made in the form prescribed in Section 26.05 (b), at least sixty (60) percent of the members of the governing body are required to vote in favor of the motion to adopt such ordinance, resolution or order and, if the ordinance, resolution or order sets a tax rate that, if applied to the total taxable value, will impose an amount of taxes to fund maintenance and operation expenditures of the City that exceeds the amount of taxes imposed for that purpose in the preceding

year, additional requirements regarding the contents of such ordinance, resolution or order and the giving of notice of the home page of any Internet website operated by the City must be met; and,

WHEREAS, Section 26.05 (d) of the Tax Code, the City is only required to conduct a public hearing and satisfy the notice and voting requirements of Section 26.06 and Section 26.065 of the Tax Code where the proposed tax rate will exceed the lower of the voter approval tax rate or the no-new-revenue tax rate calculated as provided in said code.

WHEREAS, such Section further provides that where the tax rate consists of two components (one which will impose the amount of taxes needed to pay the unit's debt service and the other which will impose the amount of taxes needed to fund maintenance and operation expenditures of the unit for the next year); and

WHEREAS, the proposed tax rate for the current tax year of the City of Freeport, Texas, consists of two such components, a tax rate of **\$0.098327** for debt service and a tax rate of **\$0.517532** to fund maintenance and operation expenditures; and

WHEREAS, a budget appropriating revenue generated by the collection of ad valorem for the use and support of the municipal government of the City of Freeport has been proposed by the Freeport City Council as required by Title Four (4), Section 102.009 of the Local Government Code; and

WHEREAS, it is necessary and appropriate for the City Council to adopt the 2020 Tax Rate for the City of Freeport, Texas.

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

Section 1. Findings of Fact

The City Council hereby makes the following findings:

- (1) The Chief Appraiser of the Brazoria County Appraisal District furnished to the Assessor and Collector of Taxes for Brazoria County, Texas, a Certified Estimate of Taxable Value of the City for the 2020 tax year on the 23 day of July, 2020.
- (2) The Assessor and Collector of Taxes calculated the No New Revenue, Voter Approval, and De Minimis tax rates for such tax year, being \$0.615859, \$0.628959, and \$0.704629, respectively, per \$100.00 valuation.
- (3) On the 17th day of August, City Council made a motion which was seconded proposing to adopt the No New Revenue Tax Rate of \$0.615859 per \$100.00 valuation for the 2020 tax year.

- (4) There is outstanding indebtedness for which an interest and sinking fund must be provided from ad valorem taxes and taxes must be levied as provided below to provide a general fund for current expenses and the general improvement of the City and its property, and to meet the revenue requirements of the budget for the City's 2020-2021 fiscal year.
- (5) On the 1st day of September, 2020 a Notice of 2020 Tax Year Proposed Property Tax Rate for the City of Freeport was published in The Facts.

Section 2. Appraisal Roll Accepted and Adopted

The City Council of the City hereby accepts and adopts the Certified Appraisal Roll for the City furnished to the Assessor and Collector of the City by the Brazoria County Appraisal District and which is incorporated herein by reference.

Section 3. Tax Rate for Interest and Sinking Fund

The City Council of the City hereby orders, determines and establishes that the tax rate for each \$100.00 valuation of taxable property within the City for the interest and sinking fund shall be \$0.098327 the tax year 2020.

Section 4. Tax Rate for Maintenance and Operations

The City Council of the City hereby orders, determines and establishes that the tax rate for each \$100.00 valuation of taxable property within the City to provide a general fund for maintenance and operation expenses of the City shall be \$0.517532 for the tax year 2020.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY .94%AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY -.44.

Section 5. Internet Website

The City Secretary shall cause the following to be included on the homepage of the City website:

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 0.94% AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY -0.44.

Section 6. Tax Levy; Assessment and Collection

Ad valorem taxes for the tax year 2020 are hereby levied and shall be assessed and collected as herein above set forth by the City as the ad valorem tax for said year, to-wit: a total tax of \$0.615859 on each \$100.00 valuation of taxable property situated in the City.

Section 7. Severance Clause

Any section or provision of this ordinance found to be unconstitutional, void or inoperative by the final judgment of a court of competent jurisdiction is hereby declared to be severable from the remainder of this ordinance which shall remain in full force and effect.

Section 8. Effective Date

This ordinance shall be effective from and after its passage and adoption.

PASSED AND ADOPTED this _____ day of September, 2020.

Brooks Bass, Mayor
City of Freeport, Texas

ATTEST:

Betty Wells, City Secretary
City of Freeport, Texas

APPROVED AS TO FORM AND CONTENT:

Chris Duncan, City Attorney
City of Freeport, Texas



City Council Agenda Item # 10

Title: Ratification of Increased Property Tax Revenues Reflected in the Fiscal Year 2020-2021 Adopted Budget

Date: September 8, 2020

From: Stephanie Russell, Assistant City Manager/Finance Director

Staff Recommendation:

Staff recommends Council ratify the increased property tax revenues reflected in the FY2020-2021 Adopted Budget.

Item Summary:

Pursuant to Section 102.007 of the Texas Local Government Code, adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget. A vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate required by Chapter 26, Tax Code, or other law.

Background Information:

The FY2020-2021 Budget includes more property tax revenues than FY2019-2020, therefore; Council must take a separate vote to ratify increased property tax revenues that are reflected in a budget. The ratification is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate required by Chapter 26, Tax Code.

Special Considerations:

N/A

Financial Impact:

N/A

Board or 3rd Party recommendation:

N/A

Supporting Documentation:

N/A



City Council Agenda Item # 11

Title: Consideration of An Ordinance Amending Chapter 52 of the Code of Ordinances to Add a Senior Discount

Date: September 8, 2020

From: Stephanie Russell, Assistant City Manager/Finance Director

Staff Recommendation:

Staff recommends approval of the ordinance.

Item Summary:

The proposed ordinance includes a discount available to residents 65 years and older. The resident must be the named account holder and show proof of age.

Background Information:

Staff presented the proposed rate increases as recommended by the recently completed Utility Rate Study on August 3, 2020. During that meeting, staff was directed to evaluate a Senior Discount.

Special Considerations:

N/A

Financial Impact:

The proposed discount is a recurring revenue reduction of approximately \$13,000.

Board or 3rd Party recommendation: N/A

Supporting Documentation:

Ordinance

ORDINANCE NO.2020-2613

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; AMENDING CHAPTER 52 OF THE CODE OF ORDINANCES OF SAID CITY TO ADD A SENIOR DISCOUNT FOR WATER AND SEWER SERVICES; CONTAINING SAVINGS CLAUSES; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION.

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

WHEREAS, Chapter 51 and 402 of the Local Government Code of Texas and Sections 2.01, 2.02, 3.07(n) and (u) of the Home Rule Charter of the City of Freeport authorize the City Council thereof to adopt the provisions of this Ordinance; and,

WHEREAS, the City Council of the City of Freeport has determined to here now declare that the adoption of this ordinance is necessary to the health, safety and general welfare of the inhabitants of said City and persons owning land therein.

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

First, Section 52.23 of the Code of Ordinances of the City of Freeport, Texas, is hereby added as follows:

"52.23 SENIOR DISCOUNT

Residents 65 and older shall be entitled to receive a discount of twenty percent of the base water and sewer rate upon application made to the water department and effective the next billing cycle after application."

Second, this ordinance is cumulative of and in addition to all other ordinances of the City of Freeport, Texas, on the same subject and all ordinances are hereby expressly saved from repeal.

Third, where this ordinance and another ordinance conflict or overlap, this ordinance shall prevail.

Fourth, nothing contained in this ordinance shall cause any rights heretofore vested to be altered, affected or impaired in any way and all such rights may be hereafter enforced as if this ordinance had not been adopted.

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

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

READ, PASSED AND ADOPTED this _____ day of _____, 2020.

Brooks Bass, Mayor,
City of Freeport, Texas

ATTEST:

**Betty Wells, City Secretary,
City of Freeport, Texas**

APPROVED AS TO CONTENT AND FORM:

**Christopher Duncan, City Attorney,
City of Freeport, Texas**



City Council Agenda Item # 12

Title: Consideration of an Ordinance Amending Sections 52.15 And 52.16 to Clarify Meter Sizes included in the Rates for Water and Sewer Services.

Date: September 8, 2020

From: Stephanie Russell, Assistant City Manager/Finance Director

Staff Recommendation:

Staff recommends approval of the ordinance.

Item Summary:

While preparing to implement the recent water and sewer rate changes, it was brought to staff's attention that some meter sizes were not identified. Therefore; staff has proposed adding a general provision that meters sizes not specifically identified will be billed the rate of the next highest meter size.

Additionally, staff has revised the provision for water-only service to clarify that the rates are applicable to industrial, office and other commercial establishments. This revision is consistent with current practice.

Background Information:

Council approved a rate increase as recommended by the recently completed Utility Rate Study on August 17, 2020.

Special Considerations:

N/A

Financial Impact:

N/A

Board or 3rd Party recommendation: N/A

Supporting Documentation:

Ordinance

ORDINANCE NO. 2020-2614

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; AMENDING SECTIONS 52.15 AND 52.16 OF THE CODE OF ORDINANCES OF SAID CITY TO INCREASE THE RATES FOR WATER AND SEWER SERVICES FURNISHED TO SINGLE-FAMILY RESIDENCES AND MULTI-FAMILY RESIDENCES, INDUSTRIAL FACILITIES, OFFICE AND OTHER COMMERCIAL ESTABLISHMENTS INSIDE THE CORPORATE LIMITS OF THE CITY FOR WATER AND SEWER AND WATER ONLY SERVICES FURNISHED ON OR AFTER OCTOBER 1, 2020 AND FOR WATER FURNISHED TO INDUSTRIAL FACILITIES, OFFICES AND OTHER COMMERCIAL ESTABLISHMENTS, RESIDENCES AND CUSTOMERS LOCATED OUTSIDE THE CORPORATE LIMITS OF THE CITY ON AND AFTER OCTOBER 1, 2020; CONTAINING SAVINGS CLAUSES; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION.

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

WHEREAS, Chapter 51 and 402 of the Local Government Code of Texas and Sections 2.01, 2.02, 3.07(n) and (u) of the Home Rule Charter of the City of Freeport authorize the City Council thereof to adopt the provisions of this Ordinance; and,

WHEREAS, the City Council of the City of Freeport has determined to here now declare that the adoption of this ordinance is necessary to the health, safety and general welfare of the inhabitants of said City and persons owning land therein.

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

First, Division (A) of Section 52-15 of the Code of Ordinances of the City of Freeport, Texas, is hereby amended to read as follows:

"(1) Sewer service furnished to single-family residences and multi-family residences:

0 to 2,000 gal. \$12.32 (minimum charge)

3,000 to 12,000 gal. \$4.25 per 1,000 gal.

(12,000 gallons is the maximum charge for sewer for residential)

(2) Sewer service furnished to all other customers, including but not being limited to industrial facilities, offices and other commercial establishments:

0 to 2,000 gal.

1" meter \$17.10 (minimum rate)

1 ½" meter \$21.98 (minimum rate)

2" meter \$35.42 (minimum rate)

3" meter \$134.34 (minimum rate)

4" meter \$170.98 (minimum rate)

6" meter \$256.48 (minimum rate)

8" meter \$354.18 (minimum rate)

10" meter or larger \$452.48 (minimum rate)

Meter sizes not specifically identified will be billed the rate of the next highest meter size.

3,000 to 12,000 gal. \$9.21 per 1,000 gal.

13,000 gal. and up \$12.16 per 1,000 gal.

(3) The following miscellaneous charges shall be made for the indicated purposes:

Apartment deposit \$35.00 per unit

Voluntary ambulance \$2.50 per month

Delinquency fee \$40.00"

Second, Section 52-16 of the Code of Ordinances of the City of Freeport, Texas, is hereby amended to read as follows:

"(A) The city shall furnish water service to customers within the corporate limits of the city and shall charge each customer as follows:

(1) For water furnished to single-family residences and multi-family residences:

0 gal. to 2,000 gal.	\$13.55 (minimum rate)
3,000 gal. to 12,000 gal.	\$4.68 per 1,000 gal.
All over 12,000 gal.	\$6.16 per 1,000 gal.

(2) For water furnished to all other customers, including but not being limited to industrial facilities, offices and other commercial establishments located within the city:

0 gal. to 2,000 gal.	
1" meter	\$19.75 (minimum rate)
1 ½" meter	\$25.40 (minimum rate)
2" meter	\$40.92 (minimum rate)
3" meter	\$155.22 (minimum rate)
4" meter	\$197.55 (minimum rate)
6" meter	\$296.32 (minimum rate)
8" meter	\$409.21 (minimum rate)
10" meter or larger	\$522.77 (minimum rate)

Meter sizes not specifically identified will be billed the rate of the next highest meter size.

3,000 gal. to 12,000 gal.	\$9.22 per 1,000 gal.
13,000 gal. and up	\$12.16 per 1,000 gal.

(B) The city may furnish water service to customers outside the corporate limits of the city and shall charge each customer as follows:

0 gal. to 2,000 gal.	
1" meter	\$29.63 (minimum rate)
1 ½" meter	\$38.09 (minimum rate)
2" meter	\$61.37 (minimum rate)
3" meter	\$232.78 (minimum rate)

4" meter	\$296.26 (minimum rate)
6" meter	\$444.40 (minimum rate)
8" meter	\$613.69 (minimum rate)
10" meter or larger	\$784.01 (minimum rate)

Meter sizes not specifically identified will be billed the rate of the next highest meter size.

3,000 gal. and up \$13.82 per 1,000 gal.

(C) Industrial facilities, offices and other commercial establishments inside the corporate limits of the city may apply for water-only service and shall be charged as follows:

0 gal. to 2,000 gal.

1" meter	\$28.21 (minimum rate)
1 ½" meter	\$36.27 (minimum rate)
2" meter	\$58.44 (minimum rate)
3" meter	\$221.66 (minimum rate)
4" meter	\$282.11 (minimum rate)
6" meter	\$423.17 (minimum rate)
8" meter	\$584.37 (minimum rate)
10" meter or larger	\$746.56 (minimum rate)

Meter sizes not specifically identified will be billed the rate of the next highest meter size.

3,000 gal. to 12,000 gal. \$9.73 per 1,000 gal.

13,000 gal. and up \$12.83 per 1,000 gal."

Third, this ordinance is cumulative of and in addition to all other ordinances of the City of Freeport, Texas, on the same subject and all ordinances are hereby expressly saved from repeal.

Fourth, where this ordinance and another ordinance conflict or overlap, this ordinance shall prevail.

Fifth, nothing contained in this ordinance shall cause any rights heretofore vested to be altered, affected or impaired in any way and all such rights may be hereafter enforced as if this ordinance had not been adopted.

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

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

READ, PASSED AND ADOPTED this _____ day of _____, 2020.

Brooks Bass, Mayor,
City of Freeport, Texas

ATTEST:

Betty Wells, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Christopher Duncan, City Attorney,
City of Freeport, Texas



City Council Agenda Item # 13

Title: Consider Awarding Request for Proposals (RFP) 2001 Rewrite of the Zoning and Subdivision Ordinances to Kendig Keast Collaborative.

Date: September 8, 2020

From: Billywayne Shoemaker Building Official

Staff Recommendation:

Staff recommends awarding RFP 2001 to Kendig Keast Collaborative and authorizing the City Manager to execute a contract.

Item Summary:

The plan is to update the City of Freeport's subdivision and zoning ordinances this represents another step in the revitalization of Freeport,

We have recently created a master fee schedule, rezoned our historic downtown and completed our comprehensive plan. With these important things complete and a plan to keep these documents updated, we are ready for the next step.

This is an exciting and challenging time in the City of Freeport. We are engaged in an important public discussion about what kind of city we will become. Decisions we make today will determine our legacy. It is our intention, to update the subdivision and zoning ordinance. We will need a lot of community input on this project. This update will make it easy for our planning & zoning board, council, staff and residents to know what the game plan is.

This process began with Staff advertising a Request for Proposals to assist the City in rewriting the Zoning and Subdivision Ordinances, in The Facts newspaper on Monday, February 10, 2020 and Monday, February 17, 2020 and opened on Monday, April 13, 2020 Tuesday, February 25, 2020. After reviewing the proposal and being the same firm that prepared our strategic plan, Kendig Keast Collaborative is the recommended firm.

Background Information:

The City needs to update and simplify the Subdivision Ordinances, Planning and Subdivision Design Standards. This is the first comprehensive update since 1964. Our city has changed a lot in the 60 years. This update will also make the Zoning and

Subdivision Ordinance easier to use by adding features like cross-references, illustrations, and consistent review procedures, which are common in city codes today.

Special Considerations:

Planning and Zoning Board will hear this item on September 3, 2020, we will provide an update of what the Board's recommendations are.

Financial Impact:

The Fiscal Year 2019-2020 Budget included \$50,000 for this project as well there was an additional \$50,000 in the current budget that can be allocated to this project. If awarded, staff would include the remaining portion into next year's budget.

Board or 3rd Party recommendation:

The Planning and Zoning board reviewed and heard public input on this item on Sept 3, 2020 and voted to recommend to award this contract to Kendig Keast Collaborative.

Supporting Documentation:

PSA and enCodePlus SaaS Agreement 06.16.20

PROFESSIONAL SERVICES AGREEMENT

**DEVELOPMENT ORDINANCES
for
FREEPORT, TEXAS**

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

KNOWN BY THESE PRESENTS:

This Agreement made this ____ day of _____, 2020, by and between the Freeport, Texas, acting by and through Tim Kelty, City Manager, hereinafter referred to as the "CLIENT," and Kendig Keast Collaborative, an Illinois Corporation, acting by and through its Chief Executive Officer, Mr. Bret C. Keast, with an office located at 1415 Highway 6 South, Suite D-100, Sugar Land, Texas, 77478, hereinafter referred to as the "CONSULTANT," do hereby make and enter into the following Agreement.

**ARTICLE I
CONSULTANT**

- 1.1 The CONSULTANT, as an independent contractor, covenants and agrees to perform the professional planning services related to the Development Ordinances as described in Article II, Scope of Services. Such services shall be performed by the CONSULTANT in strict accordance with the terms of this Agreement and for the consideration stated. Subject to the provisions of Article VI below, CONSULTANT covenants and agrees to perform the specific services identified in Exhibit "A" – Scope of Services. The CONSULTANT shall complete the Scope of Services and shall submit deliverables to the CLIENT as identified in Exhibit "A" – Scope of Services.
- 1.2 The CONSULTANT shall provide its services under this Agreement with the same degree of care, skill, and diligence as is ordinarily provided by a professional planner under similar circumstances for the preparation of a Development Ordinances and to which the Agreement applies.

**ARTICLE II
SCOPE OF SERVICES**

- 2.1 The CONSULTANT will perform the professional planning services related to the preparation of the Development Ordinances as set forth in Exhibit "A" – Scope of Services, which is attached and made a part of this Agreement.
- 2.2 Pursuant to this Agreement, the CLIENT shall have the option to obtain the services of the CONSULTANT to perform Additional Services. All such Additional Services shall be described in a written Amendment to this Agreement, as provided by Article X, Changes or Termination, including description of the additional work, associated compensation, and time schedule as applicable. By way of illustration, matters which may constitute Additional Services shall include, but are not limited to, the following:
 - (a) Requested additional workshops or meetings other than the number identified in the Scope of Services and project schedule that require added preparation or follow-up or displace other planned trip activities;

- (b) Requested additional trips other than the number identified in the Scope of Services and Project schedule;
- (c) Requested additional days or nights added to a scheduled trip that require additional time and direct expenses (e.g., meals, hotel nights, extended car rental and gasoline use, airline change fees, extended airport parking, etc.);
- (d) Other requested work tasks, study activities, or documentation not foreseen or specifically identified in the Scope of Services;
- (e) Requested additional deliverables or additional physical copies of deliverables, including the submission at key milestones of draft and final written reports or maps other than those specified, or in a quantity greater than the number identified, in the Scope of Services;
- (f) Requested additional revisions (individual or cumulative) to draft and final deliverables that are beyond the single comprehensive round of revisions that are to be collected, consolidated, and annotated by the CLIENT as specified in the Scope of Services;
- (g) Requested review and provision of recommendations relating to other planning or development related issues and matters other than those for which such findings and recommendations are specified in the Scope of Services;
- (h) Further requested changes to a deliverable which the CONSULTANT has already revised based on review comments and which the CLIENT has already accepted as revised, and which the CONSULTANT determines to be significant and substantive changes to a deliverable already at a point of substantial completion in accordance with the Scope of Services and available budget; and
- (i) Other related or unrelated professional planning services that may be requested by the CLIENT which are not specified in the Scope of Services.

2.3 CONSULTANT will perform the services set forth in Exhibit "B" – Software as a Service Agreement, which is attached and made a part of this Agreement. These services relate to development of the cloud platform used to draft, publish to the web, archive and host the Development Ordinances.

ARTICLE III **CONSULTANT PERSONNEL**

- 3.1 The CONSULTANT represents that it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CLIENT.
- 3.2 The CONSULTANT may contract with subconsultants for portions of the work or services under this Agreement with the prior written approval of the CLIENT. Any work or services subcontracted hereunder shall be specified by a written agreement and shall be subject to the provisions of this Agreement.

ARTICLE IV **SUPPORT SERVICES**

- 4.1 The CLIENT agrees to provide the CONSULTANT with support services during conduct of the services listed in Article II, Scope of Services. Support services will include the services described in Exhibit "A" – Scope of Services, which is attached and made a part of this Agreement.
- 4.2 To the extent authorized by law, the readily available existing data and documentation obtained by the CLIENT that are relevant to the accomplishment of the Scope of Services specified in Article II shall be made available by the CLIENT for use by the CONSULTANT.

- 4.3 The CLIENT shall consider and act on all documents and project work items submitted by the CONSULTANT that require review, comments or approval by the CLIENT within a timeframe specified in Exhibit "A" Scope of Services and/or in the project schedule so as to enable the CONSULTANT to complete the work on schedule as provided in Article V of this Agreement.
- 4.4 The CLIENT agrees to provide the CONSULTANT with support services needed to organize, schedule, notify, provide meeting locations, conduct meetings, and prepare minutes of meetings including committees, workshops, public meetings, and public hearings as described in Exhibit "A" – Scope of Services. The CONSULTANT will advise and coordinate with the CLIENT to accomplish these support services.
- 4.5 In the event CLIENT fails to provide any of the needed Support Services in a timely or adequate manner, as documented in a progress report, any additional time or expenses incurred or required by CONSULTANT as a result of such failure shall be compensated on a basis of reimbursement of Actual Costs Incurred ("ACI") by CLIENT in the same manner as, and shall be considered to be, Additional Services.

ARTICLE V
TIME OF PERFORMANCE

- 5.1 The CONSULTANT shall commence services upon execution of this Agreement and receipt of written Notice-to-Proceed from the CLIENT.
- 5.2 The CONSULTANT shall make a good faith effort to complete the services described in Article II, Scope of Services within fifteen (15) months from receipt of written Authorization to Proceed by the CLIENT, unless one or more of the following occur:
- (a) This Agreement is terminated in accordance with Article X, Changes or Termination;
 - (b) The Scope of Services and/or Time of Performance are changed in accordance with Article II, Scope of Services or Article X, Changes or Termination; or
 - (c) Matters documented by CONSULTANT in progress reports render such completion schedule impossible or impractical.
- 5.3 The agreement set forth in Exhibit "B", Software as a Service, shall survive the expiration or termination of this Agreement, shall become an independent Agreement, and shall remain in effect in accordance with its terms.
- 5.4 The completion schedule set forth in Section 5.2 may be subject to causes that result in delay over which neither the CONSULTANT nor the CLIENT has any control. Notification and justification for any such delays identified by the CONSULTANT must be included in progress reports. The schedule of work will be extended to include any such delays pursuant to Article X, Changes or Termination.
- 5.5 This Agreement shall terminate upon the CLIENT's final acceptance of work completed by the CONSULTANT, unless otherwise terminated or modified as hereinafter provided.

ARTICLE VI
COMPENSATION TO CONSULTANT

- 6.1 The CLIENT shall compensate the CONSULTANT for the professional services performed under this Agreement, and for the software set forth in Exhibit "B", Software as a Service.
- (a) Basic Services. For the Basic Services described in Exhibit "A" Scope of Services under Article II, Scope of Services, the CLIENT shall pay to the CONSULTANT on a basis of reimbursement of Actual Costs Incurred ("ACI") an amount of one hundred two thousand four hundred fifty dollars (\$102, 450).
- (b) Software as a Service. For the Software and Services described in Exhibit "B" Software as a Service Agreement," the CLIENT shall pay to the CONSULTANT zero and no dollars (\$0.00), which are included as part of Exhibit "A" – Scope of Services.

ACI includes salary costs, overhead, direct expenses, and profit. The above ACI amount may be modified pursuant to Article X, Changes or Termination, in the event of increased cost, change in the Scope of Services, an extension of time beyond that specified in Section 5.2, or an increase or decrease in the complexity or character of the work. In addition to ACI, CLIENT agrees to compensate CONSULTANT on a basis of reimbursement of Actual Costs Incurred ("ACI") for any Additional Services as provided by Article II, Scope of Services, provided that such Additional Services are agreed upon in writing prior to their being undertaken. The cost of such Additional Services shall be invoiced separately by CONSULTANT and paid by CLIENT upon receipt of billing for such services. Such payments shall be in addition to and have no bearing on the above ACI amount. Payments by CLIENT under this Agreement, including the timeliness of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

- 6.2 Each invoice from the CONSULTANT shall be due and payable by the CLIENT upon receipt by the CLIENT, subject to the terms of Section 6.1. The billing statement, certified true and correct by CONSULTANT, shall show the total amount paid and the amount due and payable as of the date of the current statement. Amounts paid and due for Additional Services shall be identified on a separate invoice.
- 6.3 The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the CLIENT for the performance of this Agreement. If at any time during the period of performance under this Agreement, sufficient appropriations and authorization are not made by the CLIENT, this Agreement shall terminate upon written notice being given by the CLIENT to the CONSULTANT. In such event, CLIENT shall comply with the provisions of Section 10.4 below. The CLIENT's decision as to whether sufficient appropriations are available shall be accepted by the CONSULTANT and shall be final.

ARTICLE VII
PRODUCT OF SERVICES, COPYRIGHT

- 7.1 Exclusive of the licensed software set forth in Exhibit "B", Software as a Service, the CONSULTANT and the CLIENT mutually agree that reports, maps and materials prepared or developed under the terms of this Agreement shall be delivered to and become the property of the CLIENT. The CONSULTANT shall have the right to retain copies and to utilize the product of services for marketing purposes, except for any confidential information, as defined in Article XI, hereof.

- 7.2 The CONSULTANT shall furnish the CLIENT with the number of copies of reports as shown in Exhibit "A" – Scope of Services.
- 7.3 Exclusive of the licensed software set forth in Exhibit "B", Software as a Service, nothing produced in whole or in part by the CONSULTANT under this Agreement shall be the subject of an application for copyright by or for the CONSULTANT.

ARTICLE VIII
PRIVATE INTERESTS OF PUBLIC OFFICIALS AND CONSULTANT

- 8.1 No official, employee, agent, or member of the local public body of the CLIENT shall have any financial interest, direct or indirect in this Agreement or the proceeds thereof.

ARTICLE IX
CERTIFICATIONS OF CONSULTANT

- 9.1 The CONSULTANT has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, any commission, percentage, brokerage fee, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 9.2 The CONSULTANT presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Agreement.

ARTICLE X
CHANGES OR TERMINATION

- 10.1 This Agreement may not be altered, changed or amended except by instrument in writing executed by the parties hereto.
- 10.2 The CLIENT may, from time to time, request changes in the Scope of Services and/or time of performance for the services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT'S compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT, shall be incorporated in written amendments to this Agreement.
- 10.3 This Agreement may be terminated before the termination date stated in Article V, Time of Performance, by any of the following conditions:
- (a) Right of Either Party to Terminate for Cause - This Agreement may be terminated by either of the parties hereto for failure by the other party to perform in a timely and proper manner its obligations under this Agreement. A signed, written notice of such termination shall be delivered to the other party by express mail with point-by-point tracking and such termination shall take effect twenty (20) days after the notice is deposited in the express mail, provided that the failure to perform has not been remedied by that time. By such termination, neither party may nullify obligations already incurred for performance or failure to perform before the date of termination.

(b) Right of the CLIENT to Terminate for Convenience - This Agreement may also be terminated by the CLIENT for reasons other than failure by the CONSULTANT to perform in a timely manner and proper manner its obligations under this Agreement. A signed, written notice of such termination shall be delivered to CONSULTANT by registered or certified mail and such termination shall take effect not less than seven (7) days following the date the notice is received by the CONSULTANT.

- 10.4 Upon receipt of a notice of termination under any of the conditions under Sections 6.3 or 10.3 above, the CONSULTANT shall, unless the notice otherwise directs, immediately discontinue all services in connection with the performance of this Agreement. Within thirty (30) days after receipt of the notice of termination, the CONSULTANT shall submit a Final Statement, showing the services performed under this Agreement prior to the effective date of termination. Such Final Statement shall also include any unpaid amounts or unreimbursed expenses, as well as any financial obligations incurred by CONSULTANT on behalf of CLIENT and which cannot reasonably be refunded to CONSULTANT, all of which CLIENT agrees to pay upon receipt of said Final Statement. Data and study products prepared by the CONSULTANT and paid for by CLIENT under this Agreement shall be delivered to the CLIENT if requested.
- 10.5 Notwithstanding the provisions of this Article X, the CONSULTANT shall not be relieved of liability to the CLIENT for damages sustained by the CLIENT by virtue of any negligent act or omission or any breach of this Agreement by the CONSULTANT.

ARTICLE XI **CONFIDENTIALITY**

- 11.1 Any information determined to be confidential that is provided to the CONSULTANT by the CLIENT or obtained or developed by the CONSULTANT for the benefit of the CLIENT in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the CONSULTANT without prior written approval of the CLIENT. Confidential information shall only be used for the purposes of this Agreement and shall not copy, disclose, convey or transfer any of the Confidential Information to any third party, excluding the party's authorized employees. Provisions regarding the confidentiality of the licensed software are inclusive of the terms and conditions of the software.

ARTICLE XII **INSPECTION OF RECORDS**

- 12.1 The CONSULTANT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CLIENT to assure proper accounting for all project funds. These records will be retained for three years after the expiration of this Agreement.
- 12.2 Any time during normal business hours and as requested by the CLIENT, the CONSULTANT shall make available to the CLIENT for examination all of its project records with respect to all matters covered by this Agreement and will allow the CLIENT to review, examine, and make excerpts from such records, and to make copies of all contracts, invoices, materials, payrolls, records of personnel conditions of employment, and other data relating to all matters covered by this Agreement. The financial records of the CONSULTANT are maintained in its corporate office located in Sugar Land, Texas, and copies will be

available upon request in a timely manner in this office for audit purposes to the CLIENT or its authorized representative.

ARTICLE XIII INSURANCE

13.1 Insurance

- A. The CONSULTANT agrees to maintain Worker's Compensation Insurance to cover all of its own personnel engaged in performing services for the CLIENT under this contract in the following amounts:

Worker's Compensation: Statutory

- B. The CONSULTANT also agrees to maintain Commercial General Liability, Business Automobile Liability, Umbrella Liability, and Errors and Omissions Insurance, covering claims against the CONSULTANT for any incidents arising in the course of work performed under this Agreement, in the following amounts:

Commercial General Liability Insurance: Personal injury and property damage -- \$1,000,000.00 combined single each occurrence and \$2,000,000.00 general aggregate

Business Automobile Liability for all vehicles: Bodily injury and property damage -- \$1,000,000.00 combined single limit each occurrence

Umbrella Liability: \$2,000,000.00

Errors and Omissions: \$1,000,000.00

ARTICLE XIV MISCELLANEOUS PROVISIONS

- 14.1 Force Majeure. Neither the CLIENT nor the CONSULTANT shall be required to perform any term, condition, or covenant of this Agreement while such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, terrorism, civil riot, floods, hurricanes, or other natural disasters, any other cause not within the control of the CLIENT or the CONSULTANT that by the exercise of due diligence the CLIENT or the CONSULTANT is unable, wholly or in part, to prevent or overcome and supersedes all prior agreements and understanding between CLIENT and CONSULTANT concerning the subject matter of this Agreement.
- 14.2 Entire Agreement. This Agreement constitutes the entire agreement between the CLIENT and the CONSULTANT. No other agreements, amendments, modifications, implied or otherwise, shall be binding on any of the parties unless set forth in writing and signed by both parties.
- 14.3 Choice of Law. The CLIENT and the CONSULTANT agree that this Agreement shall be construed in accordance with the laws of the State of Texas.

14.4 Dispute Resolution. Any dispute, controversy or claim between the parties shall be resolved in the following manner:

The parties will attempt in good faith to resolve any dispute, controversy or claim arising out of or relating to this Agreement promptly by negotiation between designated executives or other representatives of the parties who have the authority to settle the controversy. No terms of resolving the dispute, controversy or claim discussed or offered shall be binding on either party or otherwise detrimental to the interest of either party in the event it is not resolved by negotiation.

The disputing party shall give the other party written notice of the dispute by registered or certified mail. Within ten (10) days after receipt of said notice, the receiving party shall submit to the disputing party a written response. Unless shown otherwise, receipt will be presumed to have occurred three (3) days following the mailing. The notice and response shall include: (a) a statement of each party's position and a summary of the evidence and arguments supporting its position; and (b) the name and title of the designated executive or other representative who will represent the party in negotiations. The negotiators so designated shall meet at a mutually acceptable time and place within twenty (20) days of the date of receipt by the receiving party of the disputing party's notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

If the controversy or claim has not been resolved within thirty (30) days of the meeting of the designated executives or representatives, the parties shall endeavor to settle the dispute by non-binding mediation.

If the matter has not been resolved pursuant to the aforesaid non-binding mediation procedures within ninety (90) days of the commencement of such procedure, parties are free to bring their claim in a court of law. Venue for all actions brought pursuant to this Agreement is in Brazoria County, Texas; and all parties consent to Brazoria County, Texas, being the exclusive jurisdiction to resolve said claims or controversies arising pursuant to this Agreement.

14.5 Severability. If one or more of the provisions of this Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

14.6 Notice. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified or registered mail addressed as set forth below or at such other address as may be specified by written notice:

CLIENT: Tim Kelty, City Manager
City of Freeport
200 W. 2nd Street
Freeport, TX 77541

CONSULTANT: Bret C. Keast, Chief Executive Officer
Kendig Keast Collaborative
1415 Highway 6 South, Suite D-100
Sugar Land, Texas 77478

- 14.7 Assignment. The CONSULTANT shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the CLIENT thereto. Provided however, that claims for money by the CONSULTANT from the CLIENT under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the CLIENT.
- 14.8 Successors and Assigns. The CLIENT and the CONSULTANT each binds itself and its successors, executors, administrators and assigns to the other parties of the Contract and to the successors, executors, administrators and assigns of such other parties, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer, board member, commissioner, employee or agent of any public body, which is a party hereto.
- 14.9 Reports and Information. The CONSULTANT, at such times and in such forms as the CLIENT may require, shall furnish the CLIENT such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the cost and obligations incurred or to be in connection therewith, and any other matter covered by this Agreement.
- 14.10 Incorporation of Provisions Required by Law. Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein and this Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.
- 14.11 Waiver. The failure on the part of any party herein at any time to require the performance by any other party of any portion of this Agreement shall not be deemed a waiver of, or in any way affect that party's rights to enforce such provision or any other provision. Any waiver by any party herein of any provision hereof shall not be taken or held to be a waiver of any other provision hereof or any other breach hereof.
- 14.12 Survival. Any and all representations and conditions made by the CONSULTANT under this Agreement are of the essence of this Agreement and shall survive the execution, delivery and termination of it, and all statements contained in any documents required by the CLIENT, whether delivered at the time of the execution or at a later date, shall constitute representations hereunder.
- 14.13 Cumulative Remedies. In the event of default by any party herein, all other parties shall have all rights and remedies afforded to it at law or in equity to recover damages and to interpret or enforce the terms of this Agreement. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

14.14 State or Federal Laws. This Agreement is performed in Freeport, Texas, and is subject to all applicable federal and state laws, statutes, codes, any and applicable permits, ordinances, rules, orders, and regulations of any local, state, or federal government authority having or asserting jurisdiction.

14.15 Equal Employment Opportunity. In the performance of this Agreement, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, or national origin. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of it, state that it is an Equal Opportunity Employer.

14.16 Multiple Originals. Two (2) copies of this Agreement are executed; each shall be deemed an original.

* * * * *

The parties have executed this Agreement in duplicate originals.

This _____ day of _____, 2020.

FOR FREEPORT:

FOR KENDIG KEAST COLLABORATIVE:

By: _____
Tim Kelty
City Manager

By: _____
Bret C. Keast, AICP
Chief Executive Officer

ATTEST:

EXHIBIT "B"
SOFTWARE AS A SERVICE AGREEMENT

Licensor: enCodePlus, LLC
1415 Highway 6 South, Suite D-100
Sugar Land, Texas 77478

Licensee: Tim Kelty, City Manager
City of Freeport
200 W. 2nd Street
Freeport, TX 77541

Licensor and Licensee agree as follows:

1) **Definitions.**

- a. *Agreement* means this Software as a Service Agreement, including all incorporated exhibits and documents.
- b. *Authorized Users* means all Users authorized by the Licensor to access and use the Software through the Licensee's account under this Agreement, and includes individual users that are employees of Licensees but excludes outside contractors or agents of the Licensee.
- c. *Calendar Day* or "Day" means All days in a month, including weekends and holidays.
- d. *Effective Date* is the date the Agreement is executed by Licensee and Licensor.
- e. *Force Majeure Event* means an event, such as a hurricane, earthquake, or other casualty caused by nature; labor strike; war; a law, order, proclamation, regulation, or ordinance of any governmental agency that prevents Licensor or Licensee from performing its obligations under this Agreement.
- f. *Law* means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government, political subdivision, or any arbitrator, court, or tribunal of competent jurisdiction.
- g. *Licensed Technology* means Licensor's proprietary software or any third-party software or other intellectual property provided to allow the Licensee to access and utilize the Software in conformance with this Agreement or to make the Software available to the Licensee over the Internet.
- h. *Licensee* means the City of Freeport and its employees.
- i. *Licensee Data* means any and all information, data, materials, works, expressions, or other content, including any that are:
 - (1) uploaded, submitted, posted, transferred, transmitted, or otherwise provided or made available by or on behalf of the Licensee for processing by or through the Software, or
 - (2) collected, downloaded, or otherwise received by Licensor or the Software for the Licensee or pursuant to this Agreement or at the written request or instruction of the Licensee. All output, copies, reproductions, improvements, modifications, adaptations, translations, designs and methods and other derivative works of, based on, derived from, obtained from the Licensee in connection with the Software, or otherwise using any Licensee Data are themselves also Licensee Data. Licensee Data does not include any Licensor Materials.
- j. *Licensor* means enCodePlus, LLC.

- k. *Renewal Term* has the meaning set forth in Section 14.2.
 - l. *Services* means all services required of Licensor to ensure the Software is available to the Licensee over the Internet consistent with the terms of this Agreement. These services include: hosting; making the system available to the Licensee over the Internet as a service; ensuring the system operates with other software, hardware, systems, networks, and services; using embedded third party software, including for processing Licensee Data; programming, modifying, or configuring the Software to meet the Licensee's ongoing needs; integrating, customizing, enhancing, or modifying the Software; consulting activities; and training or project management.
 - m. *Service Error* means an event that results in an impairment of performance or essential operations of the Software.
 - n. *Software as a Service (SaaS)* or "Software" means the turnkey system provided by Licensor pursuant to this Agreement as part of its Services, including the Licensed Technology that Licensor will make accessible to the Licensee as part of its Services under this Agreement.
 - o. *Term* means the Initial Term and any subsequent Renewal Terms.
- 2) **Agreement.** This Software as a Service ("Agreement" or "License") is made as of the date of the last signature below, between enCodePlus, LLC, a Texas Limited Liability Company ("Licensor"), and the City of Freeport, a public body corporate and political subdivision of the State of Texas ("Licensee").
 - 3) **Licensed Technology.** This is an Agreement between Licensor and Licensee, with a term as set out in Section 5, below. Licensor grants licensee a non-transferable, non-exclusive, limited, non-assignable, and non-sublicensable right to use the Software covered by this Agreement pursuant to the terms of this Agreement including payment of all applicable Fees. This right to use and access the Software is for unlimited concurrent use for Licensee governmental purposes, including on- and off-site access. This License gives only certain rights to Licensee. All other rights are reserved to Licensor.
 - 4) **Software Package.** The terms of this Agreement apply to Licensee's use of the Standard Features, including an unlimited number of registered license seats and two hours of annual technical support¹.
 - 5) **Term and Termination.**
 - a. *Initial Term.* The initial term of this Agreement commences as of the Effective Date of the Professional Services Agreement (PSA) for the Development Ordinances (_____, 2020) and, unless terminated earlier pursuant to this Agreement, will continue for the 18-month duration of the PSA (ending on _____, 2020).
 - b. *Renewal.* Following expiration of the Initial Term, this Agreement will automatically and perpetually renew each year on the anniversary of the Effective Date for an additional one-year term (each a "Renewal Term") unless:
 - (1) terminated pursuant to this Agreement, or
 - (2) the Licensee gives Licensor written notice of nonrenewal at least 30 days prior to the expiration of the current term (collectively, the Renewal Term and the Initial Term constitute the "Term").

¹ Support excludes adding or building new content, document management services, and Software customization.

- c. *Termination for Cause.* In addition to any right of termination set forth elsewhere in this Agreement, the Licensor or Licensee may terminate this Agreement for cause in accordance with this Section.
- (1) The Licensor or Licensee may give written notice of termination to the other party effective as of the date specified in the notice if:
 - (a) the other party materially breaches this Agreement; and
 - (b) the breach cannot be cured, or can be cured, but remains uncured 30 days after the breaching party receives written notice of the breach.
 - (2) The Licensee may terminate any and all of this Agreement, effective immediately, by written notice to Licensor if Provider:
 - (a) is dissolved or liquidated or takes any corporate action for such purpose;
 - (b) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due;
 - (c) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law;
 - (d) makes or seeks to make a general assignment for the benefit of its creditors; or
 - (e) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- d. *Termination for Convenience.* At any time without cause and without causing any breach or incurring any additional obligation, liability, or penalty, the Licensee may terminate this Agreement, in whole or in part, at any time by giving 30 days written notice to Licensor. In the event this Agreement is terminated for convenience, Licensor shall be paid for any services properly performed through the termination date specified in the written notice of termination. Provider acknowledges that payment for goods and services rendered is good, valuable and sufficient consideration for the Licensee's right to terminate this Agreement for convenience.
- e. *Termination Due to Change in Funding.* If the funds the Licensee relied upon to establish this Agreement are not appropriated, withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, the Licensee may terminate this Agreement by providing 90 days' written notice to the Licensor. The termination shall be effective on the date specified in the termination notice.
- f. *Effect of Termination; Data Retention.* Upon termination or expiration of this Agreement, the Licensor and Licensee shall comply with the requirements and obligations of this Subsection.
- (1) Subject to the continuing rights, licenses, and obligations of either Licensor or Licensee under this Agreement, all authorizations and licenses granted under this Agreement will immediately terminate. The Licensee shall cease all use of the expired or terminated Software, and Licensor shall cease all use of Licensee Data.
 - (2) The Licensee shall pay to Licensor all undisputed charges and amounts due and payable to Licensor, if any, for use of the Licensed Technology and Services performed under the terminated or expired Agreement.
 - (3) Licensor shall repay, on a pro rata basis, all fees, expenses, and other amounts paid in advance for any Services that Licensor has not performed as of the effective date of such expiration or termination.

(4) Licensor shall, upon the Licensee's written request, promptly destroy and erase from all systems it directly or indirectly uses or controls, all originals and copies of all of the Licensee's Data. Licensee has full, unlimited access to Licensee's Data through its password-protected maintenance module, allowing Licensee to export the data to Microsoft Word and Adobe PDF. Also, the Licensee may save the document in HTML format or as a web archive file. Licensee is advised to keep backups of its data. For Licensor's then-current technical support rate, Licensor may offer export services to convert content into other file formats and deliver them to Licensee electronically or on optical or other solid-state media.

6) **Fees.**

- a. *Fees.* Licensee will pay Licensor in accordance with **Table 1, Payment Schedule**.
- b. *Fees During Renewal Terms.* Licensor fees are fixed during the Initial Term. Licensor may increase Fees for the Renewal Term and subsequent Renewal Terms by providing written notice to the Licensee at least 60 calendar days before the Renewal Term that would be subject to the new fees begins. No increase in Fees for a Renewal Term shall exceed the lesser of:
 - (1) Three percent of the Fees effective during the immediately preceding Renewal Term; or
 - (2) The amount equal to the percentage of the most-recently published Consumer Price Index (CPI) for all Urban Consumers. Licensor and Licensee agree that if this CPI is no longer published, Licensor and the Licensee will negotiate in good faith to select a new index that best reflects and accounts for cost changes relevant to the Licensee's geographic location and Licensor's business.
- c. *Invoices.* Licensor shall submit invoices to the Licensee for access to the Licensed Technology and for all services completed at least 60 days prior to the due date of the payment. The invoice shall be submitted to Licensee in electronic format.
- d. *Payment.*
 - (1) *Initial Term.* Not applicable.
 - (2) *Renewal Term.* Licensor shall submit invoices to Licensee for access to the Licensed Technology and all services completed at least 60 days prior to the due date of payment.
 - (3) *Late Payment.* If any payment due under this Agreement ("Payment Due") is more than 15 days past due, a fee of 10 percent of the Payment Due shall be paid by Licensee in addition to the Payment Due. If Payment Due is more than 30 days late, the Fee shall be 20 percent in addition to the Payment Due. If Payment Due is more than 45 days late, the Software will be taken off line, and will not be restored until the Payments Due and any Fees associated with each Payment Due has been paid in full.

Table 1		
Payment Schedule		
Build	Term	Not-To-Exceed Amount
Content Conversion	None	\$0
Feature Package	Municipal Zoning Publisher (waived)	(\$8,350)
Individual Features	Standard only	\$0
License, Maintenance and Support		
License and Maintenance	Annual	(\$4,500)
Support	Two Hours	\$0
	Additional Hours	\$150
TOTAL		\$0
Payment Schedule		
Execution (waived)		\$0
Draft Delivery		\$0
Final Delivery		\$0

7) **Software Build.**

a. *Content Development Ordinance*

b. *Standard Features.*

- | | |
|---|---|
| <ul style="list-style-type: none"> • Adobe PDF Generator • Auto-Numbering / Tracking • Boolean Search • Categorization Tags • Codification Tool • Collaborative Drafting • Commenting • Content Management • CSS Stylesheet • Dynamic Tables • Email Notification • e-Reader • Google Analytics • In-Line Graphics and Tables | <ul style="list-style-type: none"> • Internal Hyperlinking • External Hyperlinking • Microsoft Word Exporter • Mobile Device Access • My Favorites • Pop-Up Definitions • Social Media Links • Real-Time Web Publishing • Track Changes • User Guide and Tutorials • Version Management • Video Animation • Web Content Accessibility Compliance |
|---|---|

c. *Support and Maintenance.* With respect to addressing errors which may arise in the Software, Licensor shall provide Support Services for the Software in accordance with the provisions of this Subsection.

d. *Support Responsibilities.*

(1) Support shall be provided by Licensor as set for in Table 1, Payment Schedule.

(2) Licensor shall:

- (a) correct all Service Errors, including by providing defect repair, programming corrections, and remedial programming.
 - (b) provide telephone or web-based support within one business day of contact by Licensee during Licensor's business hours, or at a mutually agreeable time. Licensor makes no promises as to the duration of resolution, except that Licensor shall expedite the resolution to the best of its reasonable ability, and Licensor may deem a request as unresolvable. Failure of Licensor to achieve the technical support response times shall not constitute a material breach of this Agreement.
 - (c) Provide online access to user support information, to the full extent Licensor makes such resources available to its other customers.
- e. *Service Maintenance.* Licensor shall continuously maintain the Software to optimize availability. Such maintenance services shall include:
- (1) Scheduled once annually, all updates, bug fixes, enhancements, new releases, new versions, and other improvements to the Software, excluding additional features, at no additional charge;
 - (2) Ensuring that all changes to the Software will not adversely affect the system; and
 - (3) All such services and repairs necessary to maintain access to or use of the Software.
- f. *Escrow.* If included in Section 7, Software Build, Licensor shall place all source code constituting and relating to the Software into an escrow account pursuant to the terms of an escrow agreement (the "Escrow Agreement") to be entered into between Licensor and the escrow agent (the "Escrow Agent") which shall name Licensee as a beneficiary; provided, however, that the Escrow Agreement shall contain substantially the following conditions with respect to release of escrow to Licensee: (i) Licensor is adjudged bankrupt, and/or (ii) in the event of a catastrophic loss which terminates Licensor's operations, then Licensee shall have a non-exclusive, royalty-free, perpetual, worldwide license to use the source code released from the escrow in its sole discretion, solely for its own internal use and not for any resell, license, or sub-license. In consideration of Licensor placing the source code in escrow, Licensee will pay an annual escrow fee of \$1,000, plus a \$500 escrow initiation fee, for the first license year and an annual source code escrow fee of \$1,000 thereafter. All charges for additional services which may be requested from the escrow company by Licensee as a beneficiary to the escrow agreement shall be payable by Licensee.
- 8) **Services.** (upon Development Ordinance adoption)
- a. *Document Management.* The "Content" identified in Section 7, Software Build, above, may be systematically managed and maintained by Licensor. Such services include the integration of new or amended text and the documented history (i.e., ordinance, resolution, bill, by-law, plus the adopted and/or effective date, and legal citation(s), as applicable). All amendments will be denoted by Title, Chapter, Article, or Section, as applicable, together with a cumulative history table of all amendments. The ordinance, resolution, bill, or by-law is uploaded to the cloud library and linked within the document text and history table. Keywords may be added to maintain a searchable history of amendments.

- b. *Legal Review.* During the document management process, an experienced attorney is available to review the document for its integrity relative to grammatical correctness, conflicts and internal inconsistencies, and conformance with state law.
- c. *Payment.* Upon completion, an invoice will be issued, billed at a rate of \$18 per page and/or \$200 per hour for legal review services. Fees for the Initial Term and each Renewal Term shall be as set forth in Section 6, Fees.

9) **Notices.**

- a. *Generally.* Except as provided in Subsection 9.b., notices delivered pursuant to this Agreement shall be sent to the people and addresses shown in this Section. Generally, notices shall be delivered by First Class Mail or courier service. Such notice shall be deemed to have been given when deposited in the United States Mail or courier service properly addressed to the intended recipient.
- b. *Upgrades, Maintenance, Service Interruptions, and Planned Outages.* Notices regarding upgrades, maintenance, service interruptions, and planned outages shall be delivered by electronic mail to the Licensee. Licensee may change the individuals who receive notice pursuant to this Subsection by electronic mail notice to Licensor.

To Licensor	To Licensee
Bret C. Keast, AICP, President enCodePlus, LLC 1415 Highway 6, Suite D-100 Sugar Land, TX 77478 Tel: 281.302.5847 Email: bret@enCodePlus.com <i>With copy to:</i> William G. Harger, Attorney at Law William G. Harger & Associates, PLLC 704 Main Street Richmond, Texas 77469 Tel: (281) 202-6000 Email: harger@hargerlaw.com	Tim Kelty, City Manager City of Freeport 200 W. 2nd Street Freeport, TX 77541 Tel: 979.233.3526 Email: tkelty@freeport.tx.us <i>With a copy to:</i> Stephanie Russell, Assistant City Manager City of Freeport 200 W. 2nd Street Freeport, TX 77541 Tel: 979-871-0107: Email: srussell@freeport.tx.us

Account Management	Financial Services Department
Kim Keast, Business Manager enCodePlus, LLC 1415 Highway 6, Suite D-100 Sugar Land, TX 77478 Tel: (281) 302-5847 Email: kim@encodeplus.com	<div style="background-color: yellow; height: 15px; width: 100%;"></div> <div style="background-color: yellow; height: 15px; width: 100%;"></div> <div style="background-color: yellow; height: 15px; width: 100%;"></div> <div style="background-color: yellow; height: 15px; width: 100%;"></div> Tel: _____ Email: _____ <div style="background-color: yellow; height: 15px; width: 100%;"></div> <div style="background-color: yellow; height: 15px; width: 100%;"></div> <div style="background-color: yellow; height: 15px; width: 100%;"></div> <div style="background-color: yellow; height: 15px; width: 100%;"></div> Tel: _____ Email: _____

GIS Build (OPTIONAL)	GIS Department / Contact
Suhag Kansara, AICP enCodePlus Tel: (281) 888-0697 Email: suhag@encodeplus.com	Name _____ Tel: _____ Email: _____

- 10) **Assignment.** Licensor may not assign its rights and obligations under this Agreement without prior written notice to Licensee no less than 30 days prior to assignment. Licensee may thereafter continue with the terms of this Agreement, attempt to renegotiate with the assignee, or terminate this license pursuant to the provisions of Section 5, Term and Termination.
- 11) **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Licensor and Licensee and their respective successors and permitted assigns. There are no third-party beneficiaries to this Agreement.
- 12) **No Waiver.** The failure of either party to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. A waiver of any breach under this Agreement shall not be deemed a waiver of any subsequent breach.
- 13) **Effective Date.** The Effective Date shall be the date on which the Licensee executes this Agreement, or such other date as may be agreed to by the Licensor and Licensee and indicated as "Effective Date" below.
- a. *Venue.* Licensor and Licensee agree that this Agreement shall be construed in accordance with the laws of the State of Texas. Venue for all actions brought pursuant to this agreement is in Brazoria County; and all parties consent to Brazoria County, being the exclusive jurisdiction to resolve said claims or controversies arising pursuant to this agreement. The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly by negotiation between senior executives of the parties who have the authority to settle the controversy.
 - b. *Notice of Dispute.* The disputing party shall give the other party written notice of the dispute. The other party shall respond in writing within 10 days after receipt of said notice. The notice and response shall include: (1) a statement of the party's position and a summary of the facts and arguments supporting its position; and (2) the name and title of the executive who will represent the party. The executives shall meet at a mutually acceptable time and place within 20 days of the date of the disputing party's notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.
 - c. *Mediation.* If the controversy or claim has not been resolved within 30 days of the first meeting of the senior executives, the parties shall endeavor to settle the dispute by non-binding mediation.
 - d. *Court.* If the matter has not been resolved pursuant to the aforesaid non-binding mediation procedures within 90 days of the commencement of such procedure, parties may bring their claim in a court of law. Venue for all actions brought pursuant to this agreement is in Brazoria County and all parties consent to Brazoria County, being the exclusive jurisdiction to resolve said claims or controversies arising pursuant to this agreement.

- e. *Relief.* Nothing in this Section shall prevent a Party from bringing an action for injunctive relief if such relief is necessary for the protection of a right or property or proprietary information which might be lost absent such relief.
- 16) **Integration.** This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof and thereof. This Agreement supersedes all previous agreements between or among the parties. There are no agreements, representations, or warranties between or among the parties other than those set forth in this Agreement or the documents and agreements referred to in this Agreement.
- 17) **Force Majeure.**
- a. *Excused.* The party affected by the Force Majeure Event shall be excused from performance due to a Force Majeure Event as long as the affected party:
- (1) gave prompt notice to the other party,
 - (2) took all reasonable steps to avoid the cause of nonperformance, and
 - (3) continued to take reasonable steps to avoid and remove the cause of nonperformance.
- b. *Notice.* The affected party shall promptly notify the other party in writing and resume performance as soon as possible after the Force Majeure Event and to the full extent the cause of nonperformance is removed.
- 18) **Amendments and Modifications.** No amendment, modification, or supplement to this Agreement shall be binding on any of the parties unless it is in writing and signed by the parties.
- 19) **General Interpretation.** The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the agreement. No rule of strict construction will be applied against any person.
- 20) **Further Assurances.** Each of the parties agree to take such further action to execute and deliver such additional documents as may be reasonably required to them to effectuate the purpose and intent of this Agreement.
- 21) **Severability.** If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

Freeport, Texas

Licensee

Authorized Agent Signature

Authorized Agent (Typed)

Date

Effective Date

enCodePlus, LLC

Licenser



Authorized Agent Signature

Bret C. Keast, President

Authorized Agent (Typed)

Date

PROFESSIONAL SERVICES AGREEMENT

DEVELOPMENT ORDINANCES

for

FREEPORT, TEXAS

STATE OF TEXAS

§

COUNTY OF BRAZORIA

§

§

KNOWN BY THESE PRESENTS:

This Agreement made this ___ day of _____, 2020, by and between the Freeport, Texas, acting by and through Tim Kelty, City Manager, hereinafter referred to as the "CLIENT," and Kendig Keast Collaborative, an Illinois Corporation, acting by and through its Chief Executive Officer, Mr. Bret C. Keast, with an office located at 1415 Highway 6 South, Suite D-100, Sugar Land, Texas, 77478, hereinafter referred to as the "CONSULTANT," do hereby make and enter into the following Agreement.

ARTICLE I
CONSULTANT

- 1.1 The CONSULTANT, as an independent contractor, covenants and agrees to perform the professional planning services related to the Development Ordinances as described in Article II, Scope of Services. Such services shall be performed by the CONSULTANT in strict accordance with the terms of this Agreement and for the consideration stated. Subject to the provisions of Article VI below, CONSULTANT covenants and agrees to perform the specific services identified in Exhibit "A" – Scope of Services. The CONSULTANT shall complete the Scope of Services and shall submit deliverables to the CLIENT as identified in Exhibit "A" – Scope of Services.
- 1.2 The CONSULTANT shall provide its services under this Agreement with the same degree of care, skill, and diligence as is ordinarily provided by a professional planner under similar circumstances for the preparation of a Development Ordinances and to which the Agreement applies.

ARTICLE II
SCOPE OF SERVICES

- 2.1 The CONSULTANT will perform the professional planning services related to the preparation of the Development Ordinances as set forth in Exhibit "A" – Scope of Services, which is attached and made a part of this Agreement.
- 2.2 Pursuant to this Agreement, the CLIENT shall have the option to obtain the services of the CONSULTANT to perform Additional Services. All such Additional Services shall be described in a written Amendment to this Agreement, as provided by Article X, Changes or Termination, including description of the additional work, associated compensation, and time schedule as applicable. By way of illustration, matters which may constitute Additional Services shall include, but are not limited to, the following:
 - (a) Requested additional workshops or meetings other than the number identified in the Scope of Services and project schedule that require added preparation or follow-up or displace other planned trip activities;

- (b) Requested additional trips other than the number identified in the Scope of Services and Project schedule;
- (c) Requested additional days or nights added to a scheduled trip that require additional time and direct expenses (e.g., meals, hotel nights, extended car rental and gasoline use, airline change fees, extended airport parking, etc.);
- (d) Other requested work tasks, study activities, or documentation not foreseen or specifically identified in the Scope of Services;
- (e) Requested additional deliverables or additional physical copies of deliverables, including the submission at key milestones of draft and final written reports or maps other than those specified, or in a quantity greater than the number identified, in the Scope of Services;
- (f) Requested additional revisions (individual or cumulative) to draft and final deliverables that are beyond the single comprehensive round of revisions that are to be collected, consolidated, and annotated by the CLIENT as specified in the Scope of Services;
- (g) Requested review and provision of recommendations relating to other planning or development related issues and matters other than those for which such findings and recommendations are specified in the Scope of Services;
- (h) Further requested changes to a deliverable which the CONSULTANT has already revised based on review comments and which the CLIENT has already accepted as revised, and which the CONSULTANT determines to be significant and substantive changes to a deliverable already at a point of substantial completion in accordance with the Scope of Services and available budget; and
- (i) Other related or unrelated professional planning services that may be requested by the CLIENT which are not specified in the Scope of Services.

2.3 CONSULTANT will perform the services set forth in Exhibit "B" – Software as a Service Agreement, which is attached and made a part of this Agreement. These services relate to development of the cloud platform used to draft, publish to the web, archive and host the Development Ordinances.

ARTICLE III **CONSULTANT PERSONNEL**

- 3.1 The CONSULTANT represents that it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CLIENT.
- 3.2 The CONSULTANT may contract with subconsultants for portions of the work or services under this Agreement with the prior written approval of the CLIENT. Any work or services subcontracted hereunder shall be specified by a written agreement and shall be subject to the provisions of this Agreement.

ARTICLE IV **SUPPORT SERVICES**

- 4.1 The CLIENT agrees to provide the CONSULTANT with support services during conduct of the services listed in Article II, Scope of Services. Support services will include the services described in Exhibit "A" – Scope of Services, which is attached and made a part of this Agreement.
- 4.2 To the extent authorized by law, the readily available existing data and documentation obtained by the CLIENT that are relevant to the accomplishment of the Scope of Services specified in Article II shall be made available by the CLIENT for use by the CONSULTANT.

- 4.3 The CLIENT shall consider and act on all documents and project work items submitted by the CONSULTANT that require review, comments or approval by the CLIENT within a timeframe specified in Exhibit "A" Scope of Services and/or in the project schedule so as to enable the CONSULTANT to complete the work on schedule as provided in Article V of this Agreement.
- 4.4 The CLIENT agrees to provide the CONSULTANT with support services needed to organize, schedule, notify, provide meeting locations, conduct meetings, and prepare minutes of meetings including committees, workshops, public meetings, and public hearings as described in Exhibit "A" – Scope of Services. The CONSULTANT will advise and coordinate with the CLIENT to accomplish these support services.
- 4.5 In the event CLIENT fails to provide any of the needed Support Services in a timely or adequate manner, as documented in a progress report, any additional time or expenses incurred or required by CONSULTANT as a result of such failure shall be compensated on a basis of reimbursement of Actual Costs Incurred ("ACI") by CLIENT in the same manner as, and shall be considered to be, Additional Services.

ARTICLE V
TIME OF PERFORMANCE

- 5.1 The CONSULTANT shall commence services upon execution of this Agreement and receipt of written Notice-to-Proceed from the CLIENT.
- 5.2 The CONSULTANT shall make a good faith effort to complete the services described in Article II, Scope of Services within fifteen (15) months from receipt of written Authorization to Proceed by the CLIENT, unless one or more of the following occur:
- (a) This Agreement is terminated in accordance with Article X, Changes or Termination;
 - (b) The Scope of Services and/or Time of Performance are changed in accordance with Article II, Scope of Services or Article X, Changes or Termination; or
 - (c) Matters documented by CONSULTANT in progress reports render such completion schedule impossible or impractical.
- 5.3 The agreement set forth in Exhibit "B", Software as a Service, shall survive the expiration or termination of this Agreement, shall become an independent Agreement, and shall remain in effect in accordance with its terms.
- 5.4 The completion schedule set forth in Section 5.2 may be subject to causes that result in delay over which neither the CONSULTANT nor the CLIENT has any control. Notification and justification for any such delays identified by the CONSULTANT must be included in progress reports. The schedule of work will be extended to include any such delays pursuant to Article X, Changes or Termination.
- 5.5 This Agreement shall terminate upon the CLIENT's final acceptance of work completed by the CONSULTANT, unless otherwise terminated or modified as hereinafter provided.

ARTICLE VI
COMPENSATION TO CONSULTANT

6.1 The CLIENT shall compensate the CONSULTANT for the professional services performed under this Agreement, and for the software set forth in Exhibit "B", Software as a Service.

(a) Basic Services. For the Basic Services described in Exhibit "A" Scope of Services under Article II, Scope of Services, the CLIENT shall pay to the CONSULTANT on a basis of reimbursement of Actual Costs Incurred ("ACI") an amount of one hundred two thousand four hundred fifty dollars (\$102,450).

(b) Software as a Service. For the Software and Services described in Exhibit "B" Software as a Service Agreement," the CLIENT shall pay to the CONSULTANT zero and no dollars (\$0.00), which are included as part of Exhibit "A" – Scope of Services.

ACI includes salary costs, overhead, direct expenses, and profit. The above ACI amount may be modified pursuant to Article X, Changes or Termination, in the event of increased cost, change in the Scope of Services, an extension of time beyond that specified in Section 5.2, or an increase or decrease in the complexity or character of the work. In addition to ACI, CLIENT agrees to compensate CONSULTANT on a basis of reimbursement of Actual Costs Incurred ("ACI") for any Additional Services as provided by Article II, Scope of Services, provided that such Additional Services are agreed upon in writing prior to their being undertaken. The cost of such Additional Services shall be invoiced separately by CONSULTANT and paid by CLIENT upon receipt of billing for such services. Such payments shall be in addition to and have no bearing on the above ACI amount. Payments by CLIENT under this Agreement, including the timeliness of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

6.2 Each invoice from the CONSULTANT shall be due and payable by the CLIENT upon receipt by the CLIENT, subject to the terms of Section 6.1. The billing statement, certified true and correct by CONSULTANT, shall show the total amount paid and the amount due and payable as of the date of the current statement. Amounts paid and due for Additional Services shall be identified on a separate invoice.

6.3 The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the CLIENT for the performance of this Agreement. If at any time during the period of performance under this Agreement, sufficient appropriations and authorization are not made by the CLIENT, this Agreement shall terminate upon written notice being given by the CLIENT to the CONSULTANT. In such event, CLIENT shall comply with the provisions of Section 10.4 below. The CLIENT's decision as to whether sufficient appropriations are available shall be accepted by the CONSULTANT and shall be final.

ARTICLE VII
PRODUCT OF SERVICES, COPYRIGHT

7.1 Exclusive of the licensed software set forth in Exhibit "B", Software as a Service, the CONSULTANT and the CLIENT mutually agree that reports, maps and materials prepared or developed under the terms of this Agreement shall be delivered to and become the property of the CLIENT. The CONSULTANT shall have the right to retain copies and to utilize the product of services for marketing purposes, except for any confidential information, as defined in Article XI, hereof.

- 7.2 The CONSULTANT shall furnish the CLIENT with the number of copies of reports as shown in Exhibit "A" – Scope of Services.
- 7.3 Exclusive of the licensed software set forth in Exhibit "B", Software as a Service, nothing produced in whole or in part by the CONSULTANT under this Agreement shall be the subject of an application for copyright by or for the CONSULTANT.

ARTICLE VIII
PRIVATE INTERESTS OF PUBLIC OFFICIALS AND CONSULTANT

- 8.1 No official, employee, agent, or member of the local public body of the CLIENT shall have any financial interest, direct or indirect in this Agreement or the proceeds thereof.

ARTICLE IX
CERTIFICATIONS OF CONSULTANT

- 9.1 The CONSULTANT has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, any commission, percentage, brokerage fee, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 9.2 The CONSULTANT presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Agreement.

ARTICLE X
CHANGES OR TERMINATION

- 10.1 This Agreement may not be altered, changed or amended except by instrument in writing executed by the parties hereto.
- 10.2 The CLIENT may, from time to time, request changes in the Scope of Services and/or time of performance for the services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT'S compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT, shall be incorporated in written amendments to this Agreement.
- 10.3 This Agreement may be terminated before the termination date stated in Article V, Time of Performance, by any of the following conditions:
- (a) Right of Either Party to Terminate for Cause - This Agreement may be terminated by either of the parties hereto for failure by the other party to perform in a timely and proper manner its obligations under this Agreement. A signed, written notice of such termination shall be delivered to the other party by express mail with point-by-point tracking and such termination shall take effect twenty (20) days after the notice is deposited in the express mail, provided that the failure to perform has not been remedied by that time. By such termination, neither party may nullify obligations already incurred for performance or failure to perform before the date of termination.

(b) Right of the CLIENT to Terminate for Convenience - This Agreement may also be terminated by the CLIENT for reasons other than failure by the CONSULTANT to perform in a timely manner and proper manner its obligations under this Agreement. A signed, written notice of such termination shall be delivered to CONSULTANT by registered or certified mail and such termination shall take effect not less than seven (7) days following the date the notice is received by the CONSULTANT.

- 10.4 Upon receipt of a notice of termination under any of the conditions under Sections 6.3 or 10.3 above, the CONSULTANT shall, unless the notice otherwise directs, immediately discontinue all services in connection with the performance of this Agreement. Within thirty (30) days after receipt of the notice of termination, the CONSULTANT shall submit a Final Statement, showing the services performed under this Agreement prior to the effective date of termination. Such Final Statement shall also include any unpaid amounts or unreimbursed expenses, as well as any financial obligations incurred by CONSULTANT on behalf of CLIENT and which cannot reasonably be refunded to CONSULTANT, all of which CLIENT agrees to pay upon receipt of said Final Statement. Data and study products prepared by the CONSULTANT and paid for by CLIENT under this Agreement shall be delivered to the CLIENT if requested.
- 10.5 Notwithstanding the provisions of this Article X, the CONSULTANT shall not be relieved of liability to the CLIENT for damages sustained by the CLIENT by virtue of any negligent act or omission or any breach of this Agreement by the CONSULTANT.

ARTICLE XI **CONFIDENTIALITY**

- 11.1 Any information determined to be confidential that is provided to the CONSULTANT by the CLIENT or obtained or developed by the CONSULTANT for the benefit of the CLIENT in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the CONSULTANT without prior written approval of the CLIENT. Confidential information shall only be used for the purposes of this Agreement and shall not copy, disclose, convey or transfer any of the Confidential Information to any third party, excluding the party's authorized employees. Provisions regarding the confidentiality of the licensed software are inclusive of the terms and conditions of the software.

ARTICLE XII **INSPECTION OF RECORDS**

- 12.1 The CONSULTANT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CLIENT to assure proper accounting for all project funds. These records will be retained for three years after the expiration of this Agreement.
- 12.2 Any time during normal business hours and as requested by the CLIENT, the CONSULTANT shall make available to the CLIENT for examination all of its project records with respect to all matters covered by this Agreement and will allow the CLIENT to review, examine, and make excerpts from such records, and to make copies of all contracts, invoices, materials, payrolls, records of personnel conditions of employment, and other data relating to all matters covered by this Agreement. The financial records of the CONSULTANT are maintained in its corporate office located in Sugar Land, Texas, and copies will be

available upon request in a timely manner in this office for audit purposes to the CLIENT or its authorized representative.

ARTICLE XIII INSURANCE

13.1 Insurance

- A. The CONSULTANT agrees to maintain Worker's Compensation Insurance to cover all of its own personnel engaged in performing services for the CLIENT under this contract in the following amounts:

Worker's Compensation: Statutory

- B. The CONSULTANT also agrees to maintain Commercial General Liability, Business Automobile Liability, Umbrella Liability, and Errors and Omissions Insurance, covering claims against the CONSULTANT for any incidents arising in the course of work performed under this Agreement, in the following amounts:

Commercial General Liability Insurance: Personal injury and property damage -- \$1,000,000.00 combined single each occurrence and \$2,000,000.00 general aggregate

Business Automobile Liability for all vehicles: Bodily injury and property damage -- \$1,000,000.00 combined single limit each occurrence

Umbrella Liability: \$2,000,000.00

Errors and Omissions: \$1,000,000.00

ARTICLE XIV MISCELLANEOUS PROVISIONS

- 14.1 Force Majeure. Neither the CLIENT nor the CONSULTANT shall be required to perform any term, condition, or covenant of this Agreement while such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, terrorism, civil riot, floods, hurricanes, or other natural disasters, any other cause not within the control of the CLIENT or the CONSULTANT that by the exercise of due diligence the CLIENT or the CONSULTANT is unable, wholly or in part, to prevent or overcome and supersedes all prior agreements and understanding between CLIENT and CONSULTANT concerning the subject matter of this Agreement.
- 14.2 Entire Agreement. This Agreement constitutes the entire agreement between the CLIENT and the CONSULTANT. No other agreements, amendments, modifications, implied or otherwise, shall be binding on any of the parties unless set forth in writing and signed by both parties.
- 14.3 Choice of Law. The CLIENT and the CONSULTANT agree that this Agreement shall be construed in accordance with the laws of the State of Texas.

14.4 Dispute Resolution. Any dispute, controversy or claim between the parties shall be resolved in the following manner:

The parties will attempt in good faith to resolve any dispute, controversy or claim arising out of or relating to this Agreement promptly by negotiation between designated executives or other representatives of the parties who have the authority to settle the controversy. No terms of resolving the dispute, controversy or claim discussed or offered shall be binding on either party or otherwise detrimental to the interest of either party in the event it is not resolved by negotiation.

The disputing party shall give the other party written notice of the dispute by registered or certified mail. Within ten (10) days after receipt of said notice, the receiving party shall submit to the disputing party a written response. Unless shown otherwise, receipt will be presumed to have occurred three (3) days following the mailing. The notice and response shall include: (a) a statement of each party's position and a summary of the evidence and arguments supporting its position; and (b) the name and title of the designated executive or other representative who will represent the party in negotiations. The negotiators so designated shall meet at a mutually acceptable time and place within twenty (20) days of the date of receipt by the receiving party of the disputing party's notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

If the controversy or claim has not been resolved within thirty (30) days of the meeting of the designated executives or representatives, the parties shall endeavor to settle the dispute by non-binding mediation.

If the matter has not been resolved pursuant to the aforesaid non-binding mediation procedures within ninety (90) days of the commencement of such procedure, parties are free to bring their claim in a court of law. Venue for all actions brought pursuant to this Agreement is in Brazoria County, Texas; and all parties consent to Brazoria County, Texas, being the exclusive jurisdiction to resolve said claims or controversies arising pursuant to this Agreement.

14.5 Severability. If one or more of the provisions of this Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

14.6 Notice. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified or registered mail addressed as set forth below or at such other address as may be specified by written notice:

CLIENT: Tim Kelty, City Manager
City of Freeport
200 W. 2nd Street
Freeport, TX 77541

CONSULTANT: Bret C. Keast, Chief Executive Officer
Kendig Keast Collaborative
1415 Highway 6 South, Suite D-100
Sugar Land, Texas 77478

- 14.7 Assignment. The CONSULTANT shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the CLIENT thereto. Provided however, that claims for money by the CONSULTANT from the CLIENT under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the CLIENT.
- 14.8 Successors and Assigns. The CLIENT and the CONSULTANT each binds itself and its successors, executors, administrators and assigns to the other parties of the Contract and to the successors, executors, administrators and assigns of such other parties, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer, board member, commissioner, employee or agent of any public body, which is a party hereto.
- 14.9 Reports and Information. The CONSULTANT, at such times and in such forms as the CLIENT may require, shall furnish the CLIENT such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the cost and obligations incurred or to be in connection therewith, and any other matter covered by this Agreement.
- 14.10 Incorporation of Provisions Required by Law. Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein and this Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.
- 14.11 Waiver. The failure on the part of any party herein at any time to require the performance by any other party of any portion of this Agreement shall not be deemed a waiver of, or in any way affect that party's rights to enforce such provision or any other provision. Any waiver by any party herein of any provision hereof shall not be taken or held to be a waiver of any other provision hereof or any other breach hereof.
- 14.12 Survival. Any and all representations and conditions made by the CONSULTANT under this Agreement are of the essence of this Agreement and shall survive the execution, delivery and termination of it, and all statements contained in any documents required by the CLIENT, whether delivered at the time of the execution or at a later date, shall constitute representations hereunder.
- 14.13 Cumulative Remedies. In the event of default by any party herein, all other parties shall have all rights and remedies afforded to it at law or in equity to recover damages and to interpret or enforce the terms of this Agreement. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

14.14 State or Federal Laws. This Agreement is performed in Freeport, Texas, and is subject to all applicable federal and state laws, statutes, codes, any and applicable permits, ordinances, rules, orders, and regulations of any local, state, or federal government authority having or asserting jurisdiction.

14.15 Equal Employment Opportunity. In the performance of this Agreement, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, or national origin. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of it, state that it is an Equal Opportunity Employer.

14.16 Multiple Originals. Two (2) copies of this Agreement are executed; each shall be deemed an original.

* * * * *

The parties have executed this Agreement in duplicate originals.

This _____ day of _____, 2020.

FOR FREEPORT:

FOR KENDIG KEAST COLLABORATIVE:

By: _____
Tim Kelty
City Manager

By: _____
Bret C. Keast, AICP
Chief Executive Officer

ATTEST:

EXHIBIT "B"
SOFTWARE AS A SERVICE AGREEMENT

Licensor: enCodePlus, LLC
1415 Highway 6 South, Suite D-100
Sugar Land, Texas 77478

Licensee: Tim Kelty, City Manager
City of Freeport
200 W. 2nd Street
Freeport, TX 77541

Licensor and Licensee agree as follows:

1) **Definitions.**

- a. *Agreement* means this Software as a Service Agreement, including all incorporated exhibits and documents.
- b. *Authorized Users* means all Users authorized by the Licensor to access and use the Software through the Licensee's account under this Agreement, and includes individual users that are employees of Licensees but excludes outside contractors or agents of the Licensee.
- c. *Calendar Day* or "Day" means All days in a month, including weekends and holidays.
- d. *Effective Date* is the date the Agreement is executed by Licensee and Licensor.
- e. *Force Majeure Event* means an event, such as a hurricane, earthquake, or other casualty caused by nature; labor strike; war; a law, order, proclamation, regulation, or ordinance of any governmental agency that prevents Licensor or Licensee from performing its obligations under this Agreement.
- f. *Law* means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government, political subdivision, or any arbitrator, court, or tribunal of competent jurisdiction.
- g. *Licensed Technology* means Licensor's proprietary software or any third-party software or other intellectual property provided to allow the Licensee to access and utilize the Software in conformance with this Agreement or to make the Software available to the Licensee over the Internet.
- h. *Licensee* means the City of Freeport and its employees.
- i. *Licensee Data* means any and all information, data, materials, works, expressions, or other content, including any that are:
 - (1) uploaded, submitted, posted, transferred, transmitted, or otherwise provided or made available by or on behalf of the Licensee for processing by or through the Software, or
 - (2) collected, downloaded, or otherwise received by Licensor or the Software for the Licensee or pursuant to this Agreement or at the written request or instruction of the Licensee. All output, copies, reproductions, improvements, modifications, adaptations, translations, designs and methods and other derivative works of, based on, derived from, obtained from the Licensee in connection with the Software, or otherwise using any Licensee Data are themselves also Licensee Data. Licensee Data does not include any Licensor Materials.
- j. *Licensor* means enCodePlus, LLC.

- k. *Renewal Term* has the meaning set forth in Section 14.2.
 - l. *Services* means all services required of Licensor to ensure the Software is available to the Licensee over the Internet consistent with the terms of this Agreement. These services include: hosting; making the system available to the Licensee over the Internet as a service; ensuring the system operates with other software, hardware, systems, networks, and services; using embedded third party software, including for processing Licensee Data; programming, modifying, or configuring the Software to meet the Licensee's ongoing needs; integrating, customizing, enhancing, or modifying the Software; consulting activities; and training or project management.
 - m. *Service Error* means an event that results in an impairment of performance or essential operations of the Software.
 - n. *Software as a Service (SaaS) or "Software"* means the turnkey system provided by Licensor pursuant to this Agreement as part of its Services, including the Licensed Technology that Licensor will make accessible to the Licensee as part of its Services under this Agreement.
 - o. *Term* means the Initial Term and any subsequent Renewal Terms.
- 2) **Agreement.** This Software as a Service ("Agreement" or "License") is made as of the date of the last signature below, between enCodePlus, LLC, a Texas Limited Liability Company ("Licensor"), and the City of Freeport, a public body corporate and political subdivision of the State of Texas ("Licensee").
 - 3) **Licensed Technology.** This is an Agreement between Licensor and Licensee, with a term as set out in Section 5, below. Licensor grants licensee a non-transferable, non-exclusive, limited, non-assignable, and non-sublicensable right to use the Software covered by this Agreement pursuant to the terms of this Agreement including payment of all applicable Fees. This right to use and access the Software is for unlimited concurrent use for Licensee governmental purposes, including on- and off-site access. This License gives only certain rights to Licensee. All other rights are reserved to Licensor.
 - 4) **Software Package.** The terms of this Agreement apply to Licensee's use of the Standard Features, including an unlimited number of registered license seats and two hours of annual technical support¹.
 - 5) **Term and Termination.**
 - a. *Initial Term.* The initial term of this Agreement commences as of the Effective Date of the Professional Services Agreement (PSA) for the Development Ordinances (_____, 2020) and, unless terminated earlier pursuant to this Agreement, will continue for the 18-month duration of the PSA (ending on _____, 2020).
 - b. *Renewal.* Following expiration of the Initial Term, this Agreement will automatically and perpetually renew each year on the anniversary of the Effective Date for an additional one-year term (each a "Renewal Term") unless:
 - (1) terminated pursuant to this Agreement, or
 - (2) the Licensee gives Licensor written notice of nonrenewal at least 30 days prior to the expiration of the current term (collectively, the Renewal Term and the Initial Term constitute the "Term").

¹ Support excludes adding or building new content, document management services, and Software customization.

- c. *Termination for Cause.* In addition to any right of termination set forth elsewhere in this Agreement, the Licensor or Licensee may terminate this Agreement for cause in accordance with this Section.
- (1) The Licensor or Licensee may give written notice of termination to the other party effective as of the date specified in the notice if:
 - (a) the other party materially breaches this Agreement; and
 - (b) the breach cannot be cured, or can be cured, but remains uncured 30 days after the breaching party receives written notice of the breach.
 - (2) The Licensee may terminate any and all of this Agreement, effective immediately, by written notice to Licensor if Provider:
 - (a) is dissolved or liquidated or takes any corporate action for such purpose;
 - (b) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due;
 - (c) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law;
 - (d) makes or seeks to make a general assignment for the benefit of its creditors; or
 - (e) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- d. *Termination for Convenience.* At any time without cause and without causing any breach or incurring any additional obligation, liability, or penalty, the Licensee may terminate this Agreement, in whole or in part, at any time by giving 30 days written notice to Licensor. In the event this Agreement is terminated for convenience, Licensor shall be paid for any services properly performed through the termination date specified in the written notice of termination. Provider acknowledges that payment for goods and services rendered is good, valuable and sufficient consideration for the Licensee's right to terminate this Agreement for convenience.
- e. *Termination Due to Change in Funding.* If the funds the Licensee relied upon to establish this Agreement are not appropriated, withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, the Licensee may terminate this Agreement by providing 90 days' written notice to the Licensor. The termination shall be effective on the date specified in the termination notice.
- f. *Effect of Termination; Data Retention.* Upon termination or expiration of this Agreement, the Licensor and Licensee shall comply with the requirements and obligations of this Subsection.
- (1) Subject to the continuing rights, licenses, and obligations of either Licensor or Licensee under this Agreement, all authorizations and licenses granted under this Agreement will immediately terminate. The Licensee shall cease all use of the expired or terminated Software, and Licensor shall cease all use of Licensee Data.
 - (2) The Licensee shall pay to Licensor all undisputed charges and amounts due and payable to Licensor, if any, for use of the Licensed Technology and Services performed under the terminated or expired Agreement.
 - (3) Licensor shall repay, on a pro rata basis, all fees, expenses, and other amounts paid in advance for any Services that Licensor has not performed as of the effective date of such expiration or termination.

(4) Licensor shall, upon the Licensee's written request, promptly destroy and erase from all systems it directly or indirectly uses or controls, all originals and copies of all of the Licensee's Data. Licensee has full, unlimited access to Licensee's Data through its password-protected maintenance module, allowing Licensee to export the data to Microsoft Word and Adobe PDF. Also, the Licensee may save the document in HTML format or as a web archive file. Licensee is advised to keep backups of its data. For Licensor's then-current technical support rate, Licensor may offer export services to convert content into other file formats and deliver them to Licensee electronically or on optical or other solid-state media.

6) **Fees.**

- a. *Fees.* Licensee will pay Licensor in accordance with **Table 1, Payment Schedule**.
- b. *Fees During Renewal Terms.* Licensor fees are fixed during the Initial Term. Licensor may increase Fees for the Renewal Term and subsequent Renewal Terms by providing written notice to the Licensee at least 60 calendar days before the Renewal Term that would be subject to the new fees begins. No increase in Fees for a Renewal Term shall exceed the lesser of:
 - (1) Three percent of the Fees effective during the immediately preceding Renewal Term; or
 - (2) The amount equal to the percentage of the most-recently published Consumer Price Index (CPI) for all Urban Consumers. Licensor and Licensee agree that if this CPI is no longer published, Licensor and the Licensee will negotiate in good faith to select a new index that best reflects and accounts for cost changes relevant to the Licensee's geographic location and Licensor's business.
- c. *Invoices.* Licensor shall submit invoices to the Licensee for access to the Licensed Technology and for all services completed at least 60 days prior to the due date of the payment. The invoice shall be submitted to Licensee in electronic format.
- d. *Payment.*
 - (1) *Initial Term.* Not applicable.
 - (2) *Renewal Term.* Licensor shall submit invoices to Licensee for access to the Licensed Technology and all services completed at least 60 days prior to the due date of payment.
 - (3) *Late Payment.* If any payment due under this Agreement ("Payment Due") is more than 15 days past due, a fee of 10 percent of the Payment Due shall be paid by Licensee in addition to the Payment Due. If Payment Due is more than 30 days late, the Fee shall be 20 percent in addition to the Payment Due. If Payment Due is more than 45 days late, the Software will be taken off line, and will not be restored until the Payments Due and any Fees associated with each Payment Due has been paid in full.

Table 1 Payment Schedule		
Build	Term	Not-To-Exceed Amount
Content Conversion	None	\$0
Feature Package	Municipal Zoning Publisher (waived)	(\$8,350)
Individual Features	Standard only	\$0
License, Maintenance and Support		
License and Maintenance	Annual	(\$4,500)
Support	Two Hours	\$0
	Additional Hours	\$150
TOTAL		\$0
Payment Schedule		
Execution (waived)		\$0
Draft Delivery		\$0
Final Delivery		\$0

7) **Software Build.**

a. *Content.* Development Ordinance

b. *Standard Features.*

- | | |
|---|---|
| <ul style="list-style-type: none"> • Adobe PDF Generator • Auto-Numbering / Tracking • Boolean Search • Categorization Tags • Codification Tool • Collaborative Drafting • Commenting • Content Management • CSS Stylesheet • Dynamic Tables • Email Notification • e-Reader • Google Analytics • In-Line Graphics and Tables | <ul style="list-style-type: none"> • Internal Hyperlinking • External Hyperlinking • Microsoft Word Exporter • Mobile Device Access • My Favorites • Pop-Up Definitions • Social Media Links • Real-Time Web Publishing • Track Changes • User Guide and Tutorials • Version Management • Video Animation • Web Content Accessibility Compliance |
|---|---|

c. *Support and Maintenance.* With respect to addressing errors which may arise in the Software, Licensor shall provide Support Services for the Software in accordance with the provisions of this Subsection.

d. *Support Responsibilities.*

- (1) Support shall be provided by Licensor as set for in Table 1, Payment Schedule.
- (2) Licensor shall:

- (a) correct all Service Errors, including by providing defect repair, programming corrections, and remedial programming.
 - (b) provide telephone or web-based support within one business day of contact by Licensee during Licensor's business hours, or at a mutually agreeable time. Licensor makes no promises as to the duration of resolution, except that Licensor shall expedite the resolution to the best of its reasonable ability, and Licensor may deem a request as unresolvable. Failure of Licensor to achieve the technical support response times shall not constitute a material breach of this Agreement.
 - (c) Provide online access to user support information, to the full extent Licensor makes such resources available to its other customers.
- e. *Service Maintenance.* Licensor shall continuously maintain the Software to optimize availability. Such maintenance services shall include:
- (1) Scheduled once annually, all updates, bug fixes, enhancements, new releases, new versions, and other improvements to the Software, excluding additional features, at no additional charge;
 - (2) Ensuring that all changes to the Software will not adversely affect the system; and
 - (3) All such services and repairs necessary to maintain access to or use of the Software.
- f. *Escrow.* If included in Section 7, Software Build, Licensor shall place all source code constituting and relating to the Software into an escrow account pursuant to the terms of an escrow agreement (the "Escrow Agreement") to be entered into between Licensor and the escrow agent (the "Escrow Agent") which shall name Licensee as a beneficiary; provided, however, that the Escrow Agreement shall contain substantially the following conditions with respect to release of escrow to Licensee: (i) Licensor is adjudged bankrupt, and/or (ii) in the event of a catastrophic loss which terminates Licensor's operations, then Licensee shall have a non-exclusive, royalty-free, perpetual, worldwide license to use the source code released from the escrow in its sole discretion, solely for its own internal use and not for any resell, license, or sub-license. In consideration of Licensor placing the source code in escrow, Licensee will pay an annual escrow fee of \$1,000, plus a \$500 escrow initiation fee, for the first license year and an annual source code escrow fee of \$1,000 thereafter. All charges for additional services which may be requested from the escrow company by Licensee as a beneficiary to the escrow agreement shall be payable by Licensee.
- 8) **Services.** (upon Development Ordinance adoption)
- a. *Document Management.* The "Content" identified in Section 7, Software Build, above, may be systematically managed and maintained by Licensor. Such services include the integration of new or amended text and the documented history (i.e., ordinance, resolution, bill, by-law, plus the adopted and/or effective date, and legal citation(s), as applicable). All amendments will be denoted by Title, Chapter, Article, or Section, as applicable, together with a cumulative history table of all amendments. The ordinance, resolution, bill, or by-law is uploaded to the cloud library and linked within the document text and history table. Keywords may be added to maintain a searchable history of amendments.

- b. *Legal Review.* During the document management process, an experienced attorney is available to review the document for its integrity relative to grammatical correctness, conflicts and internal inconsistencies, and conformance with state law.
- c. *Payment.* Upon completion, an invoice will be issued, billed at a rate of \$18 per page and/or \$200 per hour for legal review services. Fees for the Initial Term and each Renewal Term shall be as set forth in Section 6, Fees.

9) **Notices.**

- a. *Generally.* Except as provided in Subsection 9.b., notices delivered pursuant to this Agreement shall be sent to the people and addresses shown in this Section. Generally, notices shall be delivered by First Class Mail or courier service. Such notice shall be deemed to have been given when deposited in the United States Mail or courier service properly addressed to the intended recipient.
- b. *Upgrades, Maintenance, Service Interruptions, and Planned Outages.* Notices regarding upgrades, maintenance, service interruptions, and planned outages shall be delivered by electronic mail to the Licensee. Licensee may change the individuals who receive notice pursuant to this Subsection by electronic mail notice to Licensor.

To Licensor	To Licensee
Bret C. Keast, AICP, President enCodePlus, LLC 1415 Highway 6, Suite D-100 Sugar Land, TX 77478 Tel: 281.302.5847 Email: bret@enCodePlus.com <i>With copy to:</i> William G. Harger, Attorney at Law William G. Harger & Associates, PLLC 704 Main Street Richmond, Texas 77469 Tel: (281) 202-6000 Email: harger@hargerlaw.com	Tim Kelty, City Manager City of Freeport 200 W. 2nd Street Freeport, TX 77541 Tel: 979.233.3526 Email: tkelty@freeport.tx.us <i>With a copy to:</i> Stephanie Russell, Assistant City Manager City of Freeport 200 W. 2nd Street Freeport, TX 77541 Tel: 979-871-0107: Email: srussell@freeport.tx.us

Account Management	Financial Services Department
Kim Keast, Business Manager enCodePlus, LLC 1415 Highway 6, Suite D-100 Sugar Land, TX 77478 Tel: (281) 302-5847 Email: kim@encodeplus.com	<div style="background-color: yellow; height: 15px; width: 100%;"></div> <div style="background-color: yellow; height: 15px; width: 100%;"></div> <div style="background-color: yellow; height: 15px; width: 100%;"></div> <div style="background-color: yellow; height: 15px; width: 100%;"></div> Tel: _____ Email: _____ <div style="background-color: yellow; height: 15px; width: 100%;"></div> <div style="background-color: yellow; height: 15px; width: 100%;"></div> <div style="background-color: yellow; height: 15px; width: 100%;"></div> <div style="background-color: yellow; height: 15px; width: 100%;"></div> Tel: _____ Email: _____

GIS Build (OPTIONAL)	GIS Department / Contact
Suhag Kansara, AICP enCodePlus Tel: (281) 888-0697 Email: suhag@encodeplus.com	Name _____ Tel: _____ Email: _____

- 10) **Assignment.** Licensor may not assign its rights and obligations under this Agreement without prior written notice to Licensee no less than 30 days prior to assignment. Licensee may thereafter continue with the terms of this Agreement, attempt to renegotiate with the assignee, or terminate this license pursuant to the provisions of Section 5, Term and Termination.
- 11) **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Licensor and Licensee and their respective successors and permitted assigns. There are no third-party beneficiaries to this Agreement.
- 12) **No Waiver.** The failure of either party to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. A waiver of any breach under this Agreement shall not be deemed a waiver of any subsequent breach.
- 13) **Effective Date.** The Effective Date shall be the date on which the Licensee executes this Agreement, or such other date as may be agreed to by the Licensor and Licensee and indicated as "Effective Date" below.
- a. *Venue.* Licensor and Licensee agree that this Agreement shall be construed in accordance with the laws of the State of Texas. Venue for all actions brought pursuant to this agreement is in Brazoria County; and all parties consent to Brazoria County, being the exclusive jurisdiction to resolve said claims or controversies arising pursuant to this agreement. The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly by negotiation between senior executives of the parties who have the authority to settle the controversy.
 - b. *Notice of Dispute.* The disputing party shall give the other party written notice of the dispute. The other party shall respond in writing within 10 days after receipt of said notice. The notice and response shall include: (1) a statement of the party's position and a summary of the facts and arguments supporting its position; and (2) the name and title of the executive who will represent the party. The executives shall meet at a mutually acceptable time and place within 20 days of the date of the disputing party's notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.
 - c. *Mediation.* If the controversy or claim has not been resolved within 30 days of the first meeting of the senior executives, the parties shall endeavor to settle the dispute by non-binding mediation.
 - d. *Court.* If the matter has not been resolved pursuant to the aforesaid non-binding mediation procedures within 90 days of the commencement of such procedure, parties may bring their claim in a court of law. Venue for all actions brought pursuant to this agreement is in Brazoria County and all parties consent to Brazoria County, being the exclusive jurisdiction to resolve said claims or controversies arising pursuant to this agreement.

- e. *Relief.* Nothing in this Section shall prevent a Party from bringing an action for injunctive relief if such relief is necessary for the protection of a right or property or proprietary information which might be lost absent such relief.
- 16) **Integration.** This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof and thereof. This Agreement supersedes all previous agreements between or among the parties. There are no agreements, representations, or warranties between or among the parties other than those set forth in this Agreement or the documents and agreements referred to in this Agreement.
- 17) **Force Majeure.**
- a. *Excused.* The party affected by the Force Majeure Event shall be excused from performance due to a Force Majeure Event as long as the affected party:
- (1) gave prompt notice to the other party,
 - (2) took all reasonable steps to avoid the cause of nonperformance, and
 - (3) continued to take reasonable steps to avoid and remove the cause of nonperformance.
- b. *Notice.* The affected party shall promptly notify the other party in writing and resume performance as soon as possible after the Force Majeure Event and to the full extent the cause of nonperformance is removed.
- 18) **Amendments and Modifications.** No amendment, modification, or supplement to this Agreement shall be binding on any of the parties unless it is in writing and signed by the parties.
- 19) **General Interpretation.** The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the agreement. No rule of strict construction will be applied against any person.
- 20) **Further Assurances.** Each of the parties agree to take such further action to execute and deliver such additional documents as may be reasonably required to them to effectuate the purpose and intent of this Agreement.
- 21) **Severability.** If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.



City Council Agenda Item # 14

Title: Discuss and Take action on changes to Chapter 76. Amending section 76.02, C 13, 14, and 15.

Date: September 8, 2020

From: Billywayne Shoemaker Building Official

Staff Recommendation:

Recommend to City Council that the Truck Routes be changed due to designed standards of the streets.

Item Summary:

5th street was improved in 2017 and designed to replace the existing truck route. Due to the increased deterioration of the existing truck route, truck traffic should be rerouted to the properly designed infrastructure.

Background Information:

The Item was brought to the Planning and Zoning board previously on December 12, 2017 and the item was tabled. This item again was brought before the Planning and Zoning Board in June of this year, but was not heard because there was not a quorum available to vote on the item. This item is scheduled to be heard on September 3, 2020

Financial Impact:

Improvements have already been completed on proposed route and this would prevent further deterioration of current truck route.

Board or 3rd Party recommendation:

Planning and Zoning Board will hear this item on September 3, 2020, we will provide an update of what the Board's recommendations are.

Supporting Documentation:

Copy of existing ordinance attached as well as a copy of the map showing existing and proposed route

ORDINANCE NO. 2020-2615

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; MAKING FINDINGS OF FACT AND DECLARING THE USE OF THE PUBLIC STREETS NOT THEREIN MENTIONED TO TRANSPORT BULK, FREIGHT AND HAZARDOUS MATERSIALS, AS THERE IN DEFINED, CONSTITUTES A PUBLIC NUISANCE; AMENDING TITLE VII OF THE CODE OF ORDINANCES OF SAID CITY TO AMEND CHAPTER 76, PROVIDING THAT ANY PERSON VIOLATING SAID CODE, AS AMENDED BY THIS ORDINANCE SHALL BE GUILTY OF A MISDEMEANOR AND ASSESSED A FINE IN ACCORDING WITH THE PROVISIONS OF SECTION 10.99 OF SAID CODE OF ORDINANCES; CONTAINING SAVINGS CLAUSES; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER IT DESCRIPTIVE CAPTION HAS BEEN PUBLISHED TWICE IN THE BRAZOSPORT FACTS.

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

WHEREAS, Sections 51.072, 54.001 54.004 and 217.042 of the Texas Local Government Code, authorize the City Council thereof to adopt the provisions of this Ordinance; and,

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

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

First, the City Council of the City finds that the transport-ation of bulk, freight and hazardous materials, as hereinafter defined, on the public streets of the City, other than the streets, or

portions thereof, hereinafter mentioned, constitutes a public nuisance which should be abated in the manner hereinafter provided.

Second, TITLE VII of the Code of Ordinances of the City is hereby amended to add thereto the following new chapter, to be known as Chapter 76, which shall read as follows:

"CHAPTER 76: TRANSPORTATION OF FREIGHT AND HAZARDOUS MATERIAL

Sec. 76.02 RESTRICTIONS ON TRANSPORTATION OF CARGO

(C) The following streets, or indicated portions thereof, are authorized for the by-directional transportation of bulk, freight or hazardous materials, as designated:

- (1) Highway 332, within city limits: bulk, freight or hazardous materials.
- (2) Brazosport Boulevard (State Highway 288), within city limits: bulk, freight or hazardous materials.
- (3) Navigation Boulevard (FM 1495) between the south city limits and FM 523: bulk, freight or hazardous materials.
- (4) FM 523 from Navigation Boulevard (FM 1495) junction north to Highway 332: bulk, freight or hazardous materials.
- (5) Velasco Boulevard from FM 523 junction to South Avenue A: bulk or freight only.
- (6) South Avenue A, from Archer to Division Street: bulk or freight only.
- (7) Division Street, from South Avenue A to Gulf Boulevard: bulk or freight only.
- (8) Gulf Boulevard, from Brazosport Boulevard to Navigation Boulevard (FM 1495): bulk, freight or hazardous materials.
- (9) West 4th Street, from Brazosport Boulevard to Arbutus Street: bulk or freight only.
- (10) Arbutus Street, from West 4th Street to West 2nd Street: bulk or freight only.
- (11) Oak Street, from West Brazos to West 4th Street: bulk or freight only.
- (12) West 4th Street, from Oak Street to Navigation Boulevard (FM 1495): bulk and freight only.
- (13) East 5th St. from Navigation Blvd. (FM1495) to Terminal St.; bulk, freight and hazardous materials.

- (14) Terminal St., from East 5th St. to East 2nd St. bulk, freight and hazardous materials.
- (15) East 2nd St., from Terminal St. to East Brazos St.: bulk, freight and hazardous materials.
- (16) East Brazos St., entire length: bulk, freight and hazardous materials.
- (17) West 8th Street, from Navigation Boulevard (FM 1495) to Cherry Street: bulk and freight only.
- (18) Cherry Street, from West 8th Street to Highway 36: bulk and freight only.
- (19) South Avenue D, from Velasco Boulevard to Navigation Boulevard (FM 1495): bulk and freight only.
- (20) Zapata Street, from Brazosport Boulevard to end of roadway: bulk and freight only.
- (21) Skinner Street, from Brazosport Boulevard to North Avenue J: bulk and freight only.
- (22) North Avenue J, from Skinner Street to Varner Street: bulk and freight only.
- (23) Varner Street, from North Avenue J to Brazosport Boulevard, bulk and freight only.
- (24) Victoria Street, from Brazosport Boulevard to end of roadway: bulk and freight only.
- (25) Archer Street, from South Avenue A to South Gulf Boulevard: bulk and freight only.
- (26) Sailfish, from Highway 332 to end of roadway: bulk and freight only.
- (27) Tarpon, from Sailfish to Marlin Avenue: bulk and freight only.
- (28) Marlin Avenue, from Tarpon to the end of the roadway: bulk and freight only.
- (29) Casco, from Highway 332 to end of roadway: bulk and freight only.

Fifth, this ordinance is cumulative of and in addition to all other ordinances of the City on the same subject and all such ordinances are hereby expressly saved from repeal. Provided however, where this ordinance and another ordinance conflict or overlap, whichever imposes the more stringent regulations or penalties, as the case may be, shall prevail.

Sixth, no offense committed and no fine, forfeiture or penalty incurred prior to the effective date hereof is to be affected by the adoption hereof but the punishment for any offense committed and the recovery of any fines or forfeitures incurred prior to such date shall take place as if this ordinance had not been adopted.

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

Eighth, the City Manager shall cause signs giving notice of the fact and location of the truck routes established by this Ordinance to be posted at appropriate locations.

Ninth, this ordinance shall take effect and be in force from and after the descriptive caption of this ordinance has been published twice in the Brazosport Facts, the official newspaper of the City.

READ, PASSED AND ADOPTED this _____ day of September, 2020

Brooks Bass, Mayor,
City of Freeport, Texas

ATTEST:

APPROVED AS TO FORM ONLY:

Betty Wells, City Clerk,
City of Freeport, Texas

Christopher Duncan, City Attorney,
City of Freeport, Texas



City Council Agenda Item # 15

Title: Consideration and possible action on Resolution #2020-2646, a resolution revising Section 9.07 [Overtime] and 9.10 [Longevity Pay] in Chapter Nine of the Personnel Policy Handbook.

Date: September 8, 2020

From: Brenda Ferguson, Director of Human Resources

Staff Recommendation:

Staff recommends approving this Resolution.

Item Summary:

This Resolution adopts revisions to the Overtime Pay Policy [Section 9.07] and the Longevity Pay Policy [Section 9.10], in Chapter Nine of the Freeport Personnel Policy Handbook.

Background Information:

These proposed revisions are an update to changes that were originally adopted on Aug. 3, 2020, with Chapter 9 Policy revisions to our Personnel Policy Handbook. These changes reflect subsequent employee feedback to the extent practicable.

Staff recommends changing the Longevity pay-out schedule to a per-pay-period basis, instead of annually. This recommendation is based on a subsequent majority vote of employees.

In addition, staff recommends expanding the group of employees who were grandfathered at a higher total longevity amount to those with six (6+) years of tenure, instead of thirteen (13+) years of tenure. The reason for this recommendation is we have approximately 38 employees with tenures of six (6) to twelve years (12), and 18 employees with tenures of thirteen (13) or more years. In combination these two groups total 56 employees, representing half of our full-time employee base. Staff did not intend for the recent Chapter Nine policy updates to negatively impact that volume of employees.

Staff also recommends changing the Overtime Pay policy to allow paid City Holidays to count as “time worked” for the purposes of overtime calculations. Recent revisions included in Chapter Nine policies standardized the definition of “time worked” to reflect the definition allowed by the FLSA. An unintended consequence was it reduced employees’ willingness to work special shifts as needed during holiday weeks. The recommended change rectifies this and is intended to incentivize employees to work special shifts as needed during holiday weeks.

Recommended changes include:

1. **Section 9.07 Overtime Pay:** This policy revision accomplishes the following:
 - **This policy revision changes the Overtime Pay policy to allow paid City Holidays to count as “time worked” for the purposes of overtime calculations.**

2. **Section 9.10 Longevity Pay:** This policy revision accomplishes the following:
 - **This policy revision changes the pay-out schedule for Longevity to a per-pay-period basis, instead of an annual lump sum basis.**

 - **This policy revision expands the population of employees who are grandfathered at their higher annual total longevity amount to employees with six (6+) years of tenure.** This allows for our more tenured employees to be grandfathered at their current higher annual total longevity amount until the new rate calculation surpasses their current total as of Sept. 30, 2020 (immediately prior to the date that new longevity rates go into effect on Oct. 1, 2020).

Special Consideration:

These changes enable us to accomplish the intent of the originally adopted Chapter Nine policy revisions, while also accommodating the preferences of a majority of our employees.

Board or 3rd Party recommendation:

The content of these policy revisions does not conflict with guidelines from auditors or other Department of Labor or payroll legislation. These changes have been reviewed and approved by City Management and the City Attorney.

Financial Impacts:

- Counting paid City Holidays as “time worked” for overtime calculations may result in overtime pay, however OT expense for holiday weeks has historically been included financials prior to the recent Chapter Nine revisions on 08/03/2020, therefore this should not represent a significant financial impact.

- The expanded grandfathering of employees with 6+ years of tenure could cost an additional \$4,350 over the original projection of \$2,000 or less. This impact will progressively decrease until new rate calculations surpass grandfathered annual totals.

- Changing the timing of longevity pay-outs to a per-pay-period basis does not have a financial impact on the annual longevity pay-out totals.

Supporting Documentation: Resolution and Exhibit

RESOLUTION NO. 2020-2646

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, REVISING SECTION 9.07 [OVERTIME] and 9.10 [LONGEVITY PAY] IN THE PERSONNEL POLICY HANDBOOK.

WHEREAS, it is the desire of the City of Freeport to ensure, to the extent practicable, that the day-to-day personnel management policies of City are applied in a fair and consistent manner for employees across all departments, while also accommodating employee preferences as often as possible; and

WHEREAS, the City of Freeport seeks to ensure continuity of services during company holidays by incentivizing employees to work special shifts as needed during holiday weeks;

WHEREAS, the City of Freeport seeks to encourage and reward employees for year-over-year dedication and tenure in manner that is competitive with other local municipalities and accommodates the majority of employees' preference for pay-out schedules;

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

SECTION 1. REVISIONS TO SECTIONS 9.07 [OVERTIME PAY] and 9.10 [LONGEVITY PAY] IN THE PERSONNEL POLICY HANDBOOK:

SECTION 9.07 OVERTIME PAY. That the City Council of the City hereby approves and adopts revisions to the Overtime Pay policy, attached hereto in Exhibit "A" and approves its revision to the Personnel Policy Handbook as section 9.07, a permanent personnel policy of the City, which shall take effect as of October 1, 2020.

SECTION 9.10 LONGEVITY PAY. That the City Council of the City hereby approves and adopts revisions to the Longevity Pay policy, attached hereto in Exhibit "A" and approves its revision to the Personnel Policy Handbook as section 9.10, a permanent personnel policy of the City, which shall take effect as of October 1, 2020.

SECTION 2. PROPER NOTICE AND MEETING. It is hereby found and determined that the meeting at which this resolution was passed was attended by a quorum of the City Council, was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

Read, passed and adopted the _____ day of _____, 2020.

Brooks Bass, Mayor
City of Freeport, Texas

ATTEST:

APPROVED AS TO FORM ONLY:

Betty Wells, City Secretary
City of Freeport, Texas

Christopher Duncan, City Attorney
City of Freeport, Texas

CHAPTER NINE

EMPLOYEE WAGE AND BENEFITS

9.01 Texas Municipal Retirement System

All employees with probationary or regular status will be enrolled as a member of the Texas Municipal Retirement System. Members will deposit by payroll deduction, seven percent (7%) of their gross salary. The City will match such deposit in an amount to be determined by state law and City Council ordinance (Currently 2 for 1).

If an employee leaves the service of the City, they may withdraw the deposits they have made, plus interest earned on those deposits. The deposits made by the City cannot be withdrawn unless the employee is eligible for retirement.

Members may also be responsible for paying taxes on the amount withdrawn and should communicate with Texas Municipal Retirement System in regards to possible taxation of withdrawn deposits.

Employees will become vested in the system after five (5) years of employment. “Vesting” means that employees who terminate their employment with the City after five (5) years and do not withdraw their deposits, will be entitled to retirement benefits, based on deposits and interest earned, at sixty (60) years of age or 20 years of service.

Employees should contact Texas Municipal Retirement System for information on retirement benefits or when preparing for retirement.

9.02 Social Security

All employees will make deductions, by payroll, to the Social Security system. The City will match the employee's contribution as required by Federal law.

9.03 Group Health, Life, and AD&D

All employees with probationary or regular status are covered by a group health, life, and AD&D insurance program. The premiums for this program are paid by the City. Employees may also cover their dependents under the health insurance program by paying the premiums for their dependents.

See Human Resources, at City Hall, for additional information.

Section 9.04 Long-Term Disability – REVISED 06/03/2019

All employees with probationary or regular status are covered by a long-term disability

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insurance policy. This insurance policy provides for 60% of your monthly salary after 90 days of serious illness or injury, according to the following schedule. The premiums for this policy are paid by the City.

Maximum Benefit Period: Determined by your age when Disability begins, as follows:

Age	Maximum Benefit Period
61 or younger.....	To age 65, or 3 years 6 months, if longer.
62.....	3 years 6 months
63.....	3 years
64.....	2 years 6 months
65.....	2 years
66.....	1 year 9 months
67.....	1 year 6 months
68.....	1 year 3 months
69 or older.....	1 year

9.05 Workman's Compensation Insurance Program

All employees of the City of Freeport are covered by Workman's Compensation Insurance. Workman's Compensation Insurance covers employees if they are injured on the job. Any injury that occurs on the job or is job-related must be reported to the employee's supervisor immediately or as soon as a possible claim is noticed.

9.06 Allowances - REVISED 08/03/2020

At the will of the City, and if financially feasible, the City may provide allowances as describe below.

Uniform Allowances: The City may furnish uniforms or provide allowances for employees who must wear uniforms in the performance of their duties. Uniform allowances may be approved for certain positions when City uniforms are not issued. Uniform allowances must be approved by the Department Head and City Manager, and must be submitted to HR for entry into payroll. When applicable, uniform allowances are paid in payroll checks each pay-period. Uniform allowances are \$600.00 per year, paid out at \$23.08 per pay period. This rate may be subject to change at the discretion of the City Manager.

Cell Phone Allowances: The City may furnish City-issued cell phones or provide cell phone allowances for employees who must routinely utilize personal cell phones in the course of daily work on behalf of the City. Cell phone allowances may be approved for certain positions when City cell phones are not issued, and are generally approved for management or Director-level positions. Cell phone allowances must be approved by the City Manager and must be submitted to HR for entry into payroll. Where applicable cell phone allowances are paid in payroll checks in the first pay pay-period of each month. Cell phone allowances are \$50.00 per month. This rate may be subject to change at the discretion of the City

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Manager.

Automobile Allowances: The City may provide automobile allowances for employees who must routinely utilize personal automobile in the course of daily work on behalf of the City. Automobile allowances may be approved for certain positions when City vehicles are not assigned. Automobile allowances are provided at the discretion of the City Manager and are generally approved for senior management or Director-level positions or above. Automobile allowances must be approved by the City Manager and must be submitted to HR for entry into payroll. Where applicable automobile allowances are paid via payroll checks each pay-period.

Relocation/Moving Allowances: The City may provide a relocation/moving allowance as part of a recruiting package. Relocation/moving allowances are negotiated at the discretion of the City Manager and are generally approved for senior management or Director-level positions or above. Where applicable relocation/moving allowances are paid via payroll upon presentation of receipts.

9.07 Overtime/Compensatory Time -REVISED 08/03/2020 and UPDATED 9/08/2020

Employees fall into two categories, exempt and non-exempt as defined by the Fair Labor Standards Act.

As a condition of employment, employees may be requested and required to work beyond their scheduled hours without advance notice at any time. Refusal to work beyond their regular schedule when requested is prohibited. If an employee's personal affairs require that they be relieved of the potential for unscheduled work on any given day, the employee must request relief from unscheduled work as soon as possible.

It is the policy of the City of Freeport to pay for time worked. All overtime will be paid monetarily or compensatory time off as defined by FLSA. Compensatory time is only allowed at the discretion of the City Manager. All overtime must be approved by Supervision before it is worked. In accordance with FLSA, overtime may be calculated as a weighted overtime rate which includes education pay, longevity pay, and certification pay.

If an employee uses vacation time, sick leave, or bereavement leave during a work week or work period, overtime will not be paid where applicable until the vacation/sick/bereavement leave during that work week or work period is made up at the regular rate. Vacation, sick, and bereavement time are not considered "time worked" for the purposes of overtime calculations.

Fire/EMS and Police Overtime and Work Period Definitions:

The City of Freeport complies with Section 7(k) of the FLSA, which provides that employees engaged in fire protection or law enforcement may be paid overtime on a "work period"

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basis. A “work period” may be from 7 consecutive days to 28 consecutive days in length. For work periods of at least 7 but less than 28 days, overtime pay is required when the number of hours worked exceeds the number of hours that bears the same relationship to 212 (fire) or 171 (police) as the number of days in the work period bears to 28. Under this plan at the City of Freeport, fire protection personnel are paid overtime after 106 hours worked during a 14-day work period, and law enforcement personnel are paid overtime after 86 hours worked during a 14-day work period.

9.08 Paydays and Hours of Work – REVISED 06/03/2019

The City of Freeport pays on a bi-weekly basis. Checks are currently distributed to Department Directors on Fridays. Copies of checks that are direct deposited are available to employees through the payroll system self-service.

All Departments are subject to the Department of Labor regulations concerning hours of work. Directors and/or designated supervisors are responsible, at their sole discretion, for the scheduling of their department employees.

Exempt employees are not required to turn in a timesheet; however, the Human Resource Department must be notified of any leaves taken. Non-exempt employees must turn in a timesheet electronically.

9.09 Deductions from Pay

The City of Freeport may deduct money from an employee’s pay for reasons that fall into the following categories:

- Court ordered disbursements.
- Taxes.
- Premiums for medical/dental plans.
- Contributions made to retirement or pension plans.
- Contributions made to cafeteria plans.
- Over payments of wages.
- The cost of personal long-distance calls that an employee makes on the City’s phone systems.
- The cost of unreturned uniforms.
- The cost of repairing or replacing any supplies, materials, equipment, money, or other property that an employee damages, loses, fails to return, or takes without appropriate authorization from the City of Freeport during their employment.
 - If an employee takes paid vacation or sick leave in advance of the date he/she would normally be entitled to it and he/she separates from the City of Freeport before accruing time to cover such advance leave, the value of such leave taken in advance.

Deductions from Leave

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All absences from work for full-time (regular) status employees will require leave and/or compensatory time benefits to be used for those absences.

The City of Freeport will make all efforts to notify the employee before such deductions are made.

9.10 Longevity Pay - REVISED 08/03/2020 and UPDATED 09/08/2020

The City of Freeport provides longevity pay for all full-time employees in recognition of the value of long-term service with the City. Eligibility for longevity pay commences at the beginning of the fiscal year (Oct. 1st) after an employee has completed one full year of continuous employment.

Effective in fiscal year 2021-2022 (Oct. 1st, 2020), Longevity Pay is paid-out to active, eligible employees on a per-pay-period basis. Eligible full-time employees who are actively employed on Oct. 1st earn \$60.00 per year after their first full year of employment, and this amount is paid-out on per-pay-period basis. An additional \$60.00 per year is added for each consecutive year of service thereafter if the employee is still employed at the beginning of the next fiscal year (on Oct. 1st). The total longevity amount is pro-rated and paid-out on a per-pay-period basis.

Employees with six (6) or more years of continuous employment at the time of this rate change (10/01/20) may be grandfathered at their existing higher total annual amount, paid-out on a per-pay-period basis. This higher total annual amount will be frozen for our longer tenured employees until the new rate calculation surpasses the grandfathered total annual amount. At this point the new higher calculated amount will be paid, on a per-pay-period basis.

Longevity Pay is intended to be a recognition of long-term service for active employees. Because longevity pay is paid-out on a per-pay-period basis no pro-rated longevity pay is paid-out when an employee separates from employment.

9.11 Tuition Reimbursement – REVISED 06/30/2019

All regular status employees are eligible for 100% college tuition reimbursement for work related courses with the approval of their Department Director and the City Manager. The maximum tuition reimbursement is seven (7) hours per semester, not to exceed \$700.00 per semester.

The City of Freeport will only reimburse courses that are completed with a minimum grade of 80% or B-. Reimbursement will be made after the course is completed and after required documentation is received, and is for tuition only, no books or supplies are covered by this policy.

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9.12 Section 125 Flexible Spending Accounts

All employees with probationary or regular status are eligible to participate in the City's pre-tax dependant care expense accounts and pre-tax unreimbursed health care expense accounts. These accounts assist employees by providing pre-tax options for their dependant care and health care needs.

9.13 Supplemental Insurance

The City currently offers full-time employees the opportunity to participate in supplemental insurance policies. These policies are offered through a representative of the providing insurance and are at the expense of the employee.

9.14 Travel Reimbursement - REVISED 08/03/2020

The City of Freeport will pay per diem expense for travel based on the U.S. General Services Administration (GSA) Standard Rate dependent upon destination. Employees must submit an event schedule that includes start and end times, including meals. Meals that are provided and covered in registration fees will be deducted from per diem. Approved meals will be reimbursed at GSA Standard Rates for meals and incidentals.

9.15 457 Deferred Compensation Plan

All employees with probationary or regular status are eligible to participate in the 457 Deferred Compensation Plan offered by the City of Freeport. This plan is an additional retirement savings options for the City of Freeport employees; however, no contributions will be made by the City. This retirement plan is offered to public service personnel only and is regulated by the Internal Revenue Service.

9.16 Education Pay – REVISED 08/03/2020

The City of Freeport provides education pay for all full-time employees in recognition of the highest degree earned according to the following schedule:

DEGREE	YEARLY		PER PAY PERIOD
Associate Degree	600.00		23.08
Bachelor Degree	1,500.00		57.70
Master Degree	2,500.00		96.16

All education pay is calculated based on the highest education level achieved (not multiple levels). In combination with Certification Pay in Section 9.17 the maximum combined pay for Education and Certification is \$ 5,000.00.

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Effective fiscal year 2020-2021 (Oct. 1, 2020) all education is paid-out on a per pay period basis, not annually. The per pay period calculation is the highest education pay level earned divided by 26 pay periods. In order to receive education pay, appropriate documents (official certified transcript) must be on file in the Human Resource Department. Pay begins in the pay period following receipt of certified transcripts in HR. Education Pay is not retroactive. Because education pay is paid-out to active employees on a per pay period basis, no additional education pay is issued upon separation of employment.

These education benefits apply to qualifications above and beyond the minimum requirements stated in job descriptions.

9.17 Certification Pay – REVISED 08/03/2020

Effective fiscal year 2020-2021 (Oct. 1, 2020) all certification pay is paid-out on a per pay period basis, not annually. Written proof of certification is required. Pay begins in the pay period following receipt of official certificate in HR. Certification Pay is not retroactive. Because certification pay is paid-out to active employees on a per pay period basis, no additional education pay is issued upon separation of employment.

CERTIFICATION PAY

POLICE/TCO:	YEARLY	PER PAY PD
Intermediate	\$ 500.00	\$ 19.23
Advanced	\$ 1,000.00	\$ 38.47
Master	\$ 1,500.00	\$ 57.70
FIRE/EMT:	YEARLY	PER PAY PD
Intermediate	\$ 600.00	\$ 23.08
Advanced	\$ 900.00	\$ 34.62
Master	\$ 1,500.00	\$ 57.70
Fire Engine Operator/Driver	\$ 3,600.00	\$ 138.46
EMS (TDSHS):	YEARLY	PER PAY PD
EMT-Intermediate	\$ 2,400.00	\$ 92.31
EMT-Paramedic	\$ 4,800.00	\$ 184.62
DEPARTMENT SPECIFIC CERTIFICATIONS:	YEARLY	PER PAY PD
Designated Language Interpreter [as deemed	\$ 600.00	\$ 23.08

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necessary for Dept. by Director] (ex. Spanish-speaking)		
Functional Specialization: [as deemed beneficial and approved by Director & City Manager-excludes minimum certifications required in position descriptions] (ex. Utilities/Waste Water, Heavy Equip. Operator; Pesticide Handler; SHRM-CP)	\$ 600.00	\$ 23.08
Secondary Specialization: Maximum of Two Specialized Certifications, with second paid at 50%	\$ 300.00	\$ 11.54

These certification benefits apply to certification(s) above and beyond minimum requirements stated in job descriptions.

In combination with Education Pay in Section 9.16 the maximum combined pay for Education and Certification is \$5,000.00.



City Council Agenda Item # 16

Title: Consideration and possible action on Resolution #2020-2647, a resolution amending the Freeport Personnel Policy Handbook to include a Temporary COVID-Related Suspension of Vacation Rollover Limits and a Temporary Limited Vacation Buy-Out Option.

Date: September 8, 2020

From: Brenda Ferguson, Director of Human Resources

Staff Recommendation:

Staff recommends approving this Resolution.

Item Summary:

This Resolution adopts a revision to the Personnel Policy Handbook to add a Temporary COVID-Related Suspension of Vacation Roll-Over Limits and a Temporary Limited Vacation Buy-Out option for eligible employees.

Provisions of this temporary policy include:

1. This policy temporarily suspends the Vacation Rollover Limits [as stated in Chapter 8.02 of the Personnel Policy Handbook and in Fire/EMS Appendix A] for full-time, active City employees from September 2020 until the end of the declared COVID Pandemic Emergency. Vacation hours that are allowed to rollover above the maximum thresholds stated in permanent policy must be used within three (3) months of the end of the declared COVID Pandemic Emergency. Additionally, should an employee leave the City before or within three (3) months of the end of the declared Pandemic Emergency, the employee will not be paid for the amount of vacation rolled over as a result of the temporary suspension.
2. This policy also temporarily offers an option to buy-out limited unused vacation time for approved employee's whose employment anniversary date occurs within three (3) months of the end of the declared COVID pandemic emergency. All vacation buy-outs must be pre-approved by the City Manager. Approval will be based on the ability for employees to use vacation time and will be limited to employees who cannot use vacation time due to staff shortages related to the declared COVID pandemic.

Background Information:

Due to the declared Coronavirus Pandemic Emergency employee vacation time has been limited in some cases in order to provide continuity of City services. City Management wants to provide temporary provisions to avoid employees' losing vacation time due to the current vacation rollover limits stated in Chapter 8.02 of the Personnel Policy Handbook and in Fire/EMS Appendix A. The current permanent policy limits annual accrued vacation hours rollovers to a maximum of 120 hours for full-time, active City employees, and a maximum of 159 hours for full-time, active Fire/EMS employees.

In the interest of continuity of City services and fairness to employees, staff is recommending the addition of a temporary policy as follows:

1. A temporary vacation roll-over limit suspension for eligible full-time, active employees whose annual employment anniversaries occur between September and December 2020. This temporary policy is not retroactive and vacation hours rolled over above the thresholds stated in permanent policy must be used within three (3) month of the end of the declared COVID Pandemic Emergency.
2. A temporary limited vacation buy-out option for approved employees whose anniversary occurs within three (3) months of the end of the declared COVID Pandemic Emergency. Limits for eligible, approved vacation buy-outs are a maximum of 40 hours for full-time active City employees and a maximum of 53 hours for Fire/EMS employees [due to their defined FLSA work period]. All vacation buy-outs must be approved by the City Manager and are intended for employees who cannot use vacation due to work coverage issues related to the COVID pandemic.

Special Consideration:

The circumstances that make this action timely include the extended duration of the declared COVID Pandemic which has begun to impact the ability of employees to use their accrued vacation time before their anniversary dates.

Board or 3rd Party recommendation:

This policy was created in consultation with City Manager Tim Kelty. This policy has been reviewed by our City Attorney.

Financial Impact:

If no employees used accrued vacation time between now and Dec. 31, 2020 and vacation hours that rollover above thresholds remain the same, the financial impact of paying-out all employees' vacation at the maximums stated above could total over \$80,000 [including salary, payroll taxes, & TMRS]. If approved, this expense may occur in the next fiscal year and is NOT included in the FY2020-2021 Proposed Budget.

Supporting Documentation:

Resolution, Personnel Policy Change Exhibits

RESOLUTION NO. 2020-2647

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS CREATING A TEMPORARY COVID-RELATED POLICY TO SUSPEND VACATION ACCRUAL ROLLOVER LIMITS AND TO OFFER A TEMPORARY VACATION BUY-OUT OPTION

WHEREAS, a novel coronavirus, now designated COVID-19, has been declared a global pandemic; and.

WHEREAS, the United States Congress passed the Families First Coronavirus Response Act (FFCRA) effective April 1, 2020; and

WHEREAS, the U.S. Department of Labor promulgated new regulations to implement public health emergency leave under the Family and Medical Leave Act, effective April 1, 2020 through December 21, 2020; and

WHEREAS, on March 20, 2020 Mayor Bass, signed a Declaration of Disaster governing the City of Freeport, Texas; and

WHEREAS, on March 25, 2020 Matt Sebesta, Brazoria County Judge, issued a county-wide disaster order entitled the “Brazoria County Stay Safe at Home Order” restricting activities for all persons in Brazoria County; and

WHEREAS, Gregg Abbott, Governor of the State of Texas Declared a State of Disaster for the State of Texas on March 13, 2020 due to COVID-19; and

WHEREAS, on March 19, 2020, Dr. John Hellerstedt, Commissioner of the Department of State Health Services signed a Public Health Disaster Declaration for the State of Texas; and

WHEREAS, Gregg Abbott, Governor of the State of Texas, issued Executive Orders related to COVID-19 on March 19, March 24 and March 26, 2020; and

WHEREAS, it is the primary responsibility of City staff to respond to these pandemic conditions, and implement and ensure continuity of City services while complying with all COVID-19 related orders governing the jurisdiction of the City of Freeport, whether issued by the state, county, or the Mayor of Freeport;

WHEREAS, the duration of the declared COVID Pandemic Emergency has limited some employees’ ability to utilize accrued vacation time and it is our desire to minimize situations wherein employees lose accrued vacation time due to rollover limits stated in permanent policy;

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

SECTION 1. ADDITION OF THE TEMPORARY COVID-RELATED VACATION ACCRUAL LIMIT SUSPENSION AND TEMPORARY VACATION BUY-OUT OPTION.

That the City Council hereby approves and adopts:

1. A temporary vacation roll-over limit suspension for eligible full-time, active employees whose annual employment anniversaries occur between September and December 2020. This temporary policy is not retroactive and vacation hours rolled over above the thresholds stated in permanent policy must be used within three (3) months of the end of the declared COVID Pandemic Emergency.

2. A temporary limited vacation buy-out option for approved employees whose anniversary occurs within three (3) months of the end of the declared COVID Pandemic Emergency. Limits for eligible, approved vacation buy-outs are a maximum of 40 hours for full-time active City employees and a maximum of 53 hours for Fire/EMS employees [due to their defined FLSA work period]. All vacation buy-outs must be approved by the City Manager and are intended for employees who cannot use vacation due to work coverage issues related to the COVID pandemic.

SECTION 2. PROPER NOTICE AND MEETING. It is hereby found and determined that the meeting at which this resolution was passed was attended by a quorum of the City Council, was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

Read, passed and adopted the _____ day of _____, 2020.

 Brooks Bass, Mayor
 City of Freeport, Texas

ATTEST:

 Betty Wells, City Secretary
 City of Freeport, Texas

APPROVED AS TO FORM ONLY:

 Christopher Duncan, City Attorney
 City of Freeport, Texas



TEMPORARY COVID-RELATED VACATION ACCRUAL LIMIT SUSPENSION AND TEMPORARY VACATION BUY-OUT OPTION

This purpose of this temporary policy is to accommodate employees whose vacation has been delayed in order to facilitate continuity of City services during the declared COVID pandemic. Provisions of this temporary policy include:

1. This policy temporarily suspends the Vacation Rollover Limits [as stated in Chapter 8.02 of the Personnel Policy Handbook and in Fire/EMS Appendix A] for full-time, active City employees from September 2020 until the end of the declared COVID Pandemic Emergency. Vacation hours that are allowed to rollover above the maximum thresholds stated in permanent policy must be used within three (3) months of the end of the declared COVID Pandemic Emergency. Additionally, should an employee leave the City before or within three (3) months of the end of the declared Pandemic Emergency, the employee will not be paid for the amount of vacation rolled over as a result of the temporary suspension.
2. This policy also temporarily offers an option to buy-out limited unused vacation time for approved employee's whose employment anniversary date occurs within three (3) months of the end of the declared COVID pandemic emergency. All vacation buy-outs must be pre-approved by the City Manager. Approval will be based on the ability for employees to use vacation time and will be limited to employees who cannot use vacation time due to staff shortages related to the declared COVID pandemic.

EFFECTIVE DATE:

The temporary vacation roll-over suspension is effective from September 2020 until the end of the declared COVID Pandemic Emergency. This policy is not retroactive. The temporary limited vacation buy-out option is effective for approved employees whose anniversary occurs within three (3) months of the end of the declared COVID Pandemic Emergency.

ELIGIBLE EMPLOYEES:

This temporary policy applies to full-time active employees who meet the following eligibility requirements:

1. The temporary vacation roll-over limit suspension is eligible to FT active employees whose annual employment anniversaries occur between September and the end of the declared COVID Pandemic Emergency. This temporary policy is not retroactive and should an employee leave the City before or within three (3) months of the end of the declared Pandemic Emergency the rolled over vacation time will not be paid out upon separation.
2. The temporary limited vacation buy-out option is effective for approved employees whose anniversary occurs within three (3) months of the end of the declared COVID Pandemic Emergency. All vacation buy-outs must be approved by the City Manager and are intended for employees who cannot use vacation due to work coverage issues related to the COVID pandemic.

TEMPORARY POLICY LIMITS:

The limit for the temporary vacation buy-out option is a maximum of 40 hours for approved full-time active City employees, except for Fire/EMS. The limit for the temporary vacation buy-out option for Fire/EMS is a maximum of 53 hours for approved full-time active employees, due to the difference in their defined FLSA work period.

DEPARTMENT HEAD APPROVAL REQUIREMENTS:

Department Heads must submit a written request to the City Manager for pre-approval of all vacation buy-out requests for employees who meet the eligibility parameters stated above. Human Resources will manage the temporary vacation roll-over limit suspension via the payroll system.

RESOLUTION NO. 2020-2647

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS CREATING A TEMPORARY COVID-RELATED POLICY TO SUSPEND VACATION ACCRUAL ROLLOVER LIMITS AND TO OFFER A TEMPORARY VACATION BUY-OUT OPTION

WHEREAS, a novel coronavirus, now designated COVID-19, has been declared a global pandemic; and.

WHEREAS, the United States Congress passed the Families First Coronavirus Response Act (FFCRA) effective April 1, 2020; and

WHEREAS, the U.S. Department of Labor promulgated new regulations to implement public health emergency leave under the Family and Medical Leave Act, effective April 1, 2020 through December 21, 2020; and

WHEREAS, on March 20, 2020 Mayor Bass, signed a Declaration of Disaster governing the City of Freeport, Texas; and

WHEREAS, on March 25, 2020 Matt Sebesta, Brazoria County Judge, issued a county-wide disaster order entitled the “Brazoria County Stay Safe at Home Order” restricting activities for all persons in Brazoria County; and

WHEREAS, Gregg Abbott, Governor of the State of Texas Declared a State of Disaster for the State of Texas on March 13, 2020 due to COVID-19; and

WHEREAS, on March 19, 2020, Dr. John Hellerstedt, Commissioner of the Department of State Health Services signed a Public Health Disaster Declaration for the State of Texas; and

WHEREAS, Gregg Abbott, Governor of the State of Texas, issued Executive Orders related to COVID-19 on March 19, March 24 and March 26, 2020; and

WHEREAS, it is the primary responsibility of City staff to respond to these pandemic conditions, and implement and ensure continuity of City services while complying with all COVID-19 related orders governing the jurisdiction of the City of Freeport, whether issued by the state, county, or the Mayor of Freeport;

WHEREAS, the duration of the declared COVID Pandemic Emergency has limited some employees’ ability to utilize accrued vacation time and it is our desire to minimize situations wherein employees lose accrued vacation time due to rollover limits stated in permanent policy;

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

SECTION 1. ADDITION OF THE TEMPORARY COVID-RELATED VACATION ACCRUAL LIMIT SUSPENSION AND TEMPORARY VACATION BUY-OUT OPTION.

That the City Council hereby approves and adopts:

1. A temporary vacation roll-over limit suspension for eligible full-time, active employees whose annual employment anniversaries occur between September and December 2020. This temporary policy is not retroactive and vacation hours rolled over above the thresholds stated in permanent policy must be used within three (3) months of the end of the declared COVID Pandemic Emergency.

2. A temporary limited vacation buy-out option for approved employees whose anniversary occurs within three (3) months of the end of the declared COVID Pandemic Emergency. Limits for eligible, approved vacation buy-outs are a maximum of 40 hours for full-time active City employees and a maximum of 53 hours for Fire/EMS employees [due to their defined FLSA work period]. All vacation buy-outs must be approved by the City Manager and are intended for employees who cannot use vacation due to work coverage issues related to the COVID pandemic.

SECTION 2. PROPER NOTICE AND MEETING. It is hereby found and determined that the meeting at which this resolution was passed was attended by a quorum of the City Council, was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

Read, passed and adopted the _____ day of _____, 2020.

 Brooks Bass, Mayor
 City of Freeport, Texas

ATTEST:

 Betty Wells, City Secretary
 City of Freeport, Texas

APPROVED AS TO FORM ONLY:

 Christopher Duncan, City Attorney
 City of Freeport, Texas



City Council Agenda Item # 17

Title: Consideration and possible action of approving Resolution No. 2020-2648 to amend and set the Maximum Fees charged for Taxicab Service in the City of Freeport. **(Kelty)**

Date: September 8, 2020

From: Tim Kelty, City Manager

Staff Recommendation:

Staff recommends approving this Resolution.

Item Summary:

This Resolution sets and adopts a maximum fee for taxicab service operating within the City. The rates set are \$3.50 per pick up and \$3.50 per mile transported.

Background Information:

In 2006 Section 119.06 of the Freeport Code of Ordinances was amended. This section, establishes the City Council authority and responsibility to set rates allowed to be charged by taxicab and commercial personnel transportation of less than 10 people per vehicle. Following extensive research staff was unable to identify where City Council had officially set a rate since that time.

Recently Annette Gootrum acquired a taxicab service intending to operate within Freeport. She inquired about the rates, saying that the rate she was told was allowable was \$3.50 per pick up and \$3.50 per mile. It was her intent to operate at a rate lower than that.

Special Consideration:

With the advent of UBER, this type of ordinance has become more and more obsolete and complicated to enforce. The open market drives fair market rates as a result of readily shifting Supply and Demand. Additionally, the state of Texas requires annual vehicle inspections. It is staff's intent to further review this ordinance to determine whether it should be abolished altogether. The proposed change would give legal basis for a taxicab to operate in the interim.

Board or 3rd Party recommendation: None

Financial Impact: None

Supporting Documentation: Resolution,

RESOLUTION NO. 2020-2648

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, AMENDING AND SETTING THE MAXIMUM FEES PERMITTED TO BE CHARGED IN THE CITY OF FREEPORT, TEXAS FOR TAXI SERVICE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR A FINDING OF PROPER MEETING AND NOTICE.

WHEREAS, Section 119.06 of the City of Freeport Code of Ordinances authorizes and requires the City Council to set the maximum rates charged by taxicabs operating within the city limits; and

WHEREAS, Section 119.06 of the City of Freeport Code of Ordinances further requires the City Council to file said maximum rates with the City Secretary, which shall be maintained in the office of the City Secretary; and

WHEREAS, the City Council desires to set such maximum rates; and

WHEREAS, the City Council has determined that the public welfare would be best served by establishing and updating such maximum rates;

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

SECTION 1. FEES. Pursuant to the provisions of Section 119.06 of the Code of Ordinances, the City Council of the City hereby adopts the following maximum fees that may be charged by taxicabs operating within the City:

Pickup Fee:	\$3.50
Price Per Mile:	\$3.50

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

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

Read, passed and adopted the _____ day of _____, 2020.

Brooks Bass, Mayor
City of Freeport, Texas

ATTEST:

Betty Wells, City Secretary
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Christopher Duncan, City Attorney
City of Freeport, Texas



City Council Agenda Item # 18

Title: FEDC Request for City of Freeport to Approve Resolution Requesting Governor Abbot to Expand Severely Distressed New Market Tax Credit and Opportunity Zone into Downtown.

Date: September 8, 2020

From: Courtland Holman, Executive Director

Staff Recommendation:

Staff recommends that City Council approve a resolution requesting that Governor Abbott expand the Severely Distressed New Market Tax Credit and Opportunity Zone into Downtown.

Item Summary:

The City approved in December of 2019 a 50% TIRZ in order to jumpstart development in blighted areas or underperforming areas within a specific mapped area in the city which included downtown.

The FEDC also has approved a Business Improvement Grant designed for Downtown business development.

Due to significant blight of the City's Downtown, if approved by Governor Abbot, the expansion of the Severely Distressed New Market Tax Credit and Opportunity Zone into Downtown will help incentivize and encourage investment into the Downtown.

Census Tract 6643 status is considered an Opportunity Zone and Severely Distressed New Market Tax Credit area. The request is to include the City's Downton portion of Census Tract 6644 in this status.

Background Information:

Currently from Second Street Northward City Limits in Census Tract 6643 is considered an Opportunity Zone and Severely Distressed New Market Tax Credit area in non-metropolitan counties, for calendar year 2019, using 2011-2015 Census American Community Survey data for 2010 Census Boundaries.

New Markets Tax Credit Program Summary:

On the last day of its 2000 session, Congress created the New Markets Tax Credit program, part of the Community Renewal Tax Relief Act of 2000, to encourage investment in low-income communities. The program is designed to generate \$15 billion in new private sector investments in low-income communities.

Qualified Community Development Entities (CDE) will apply to the CDFI Fund for an award of new markets tax credits. The CDE will then seek taxpayers to make Qualifying Equity Investments in the CDE. The CDE will in turn be required to use substantially all of the qualifying equity investments to make qualified low-income community investments (QLICI) in/to qualified active low-income businesses (QALICBs) located in low-income communities. The taxpayer will be eligible to claim a tax credit equal to 5 percent of its equity investment in the CDE for each of the first three years and a 6 percent credit for each of the next four years (39 percent total).

The program is designed to allow the CDE to use its knowledge and expertise to decide what business to invest in or lend to with the funds it raises with the new markets tax credit. Most businesses located in low-income communities could qualify for loans or equity. Typical firms could include: small technology firms, inner-city shopping centers, manufacturers, retail stores or micro-entrepreneurs. Residential rental property does not qualify as a qualified active low-income business.

This is an exciting program that provides tax incentives to investors to make investments in distressed communities and promotes economic improvements through the development of successful business in these communities.

Additional incentives have been developed to attract development into the Downtown which includes:

On September 10, 2019 in order to attract development downtown, the FEDC approved a Business Improvement Grant in five categories that focuses on the downtown district to incentivize the development or revitalization of existing businesses, as well as the attraction of new business.

In a major effort to bring back retail to the downtown district in December of 2019, the city approved a 500-acre, 50-percent Tax Increment Reinvestment Zone that includes the downtown, Brazos River and part of Hwy 288.

On June 15, 2020 by Resolution 2020-2636 approved under Chapter 312 of the Texas Tax Code a new Property Tax Abatement Criteria that included targeted businesses that could be located in Downtown Freeport.

On August 18, 2020 the FEDC board approved by unanimous vote sending a letter to Governor Abbot requesting the expansion of the adjacent Opportunity Zone and Severely Distressed New Market Tax Credit area in order to increase the ability of Freeport to attract businesses to Redevelop the City's Downtown.

Special Considerations:

None

Financial Impact:

None

Supporting Documentation:

Exhibit A: Letter to Governor Greg Abbot

Exhibit B: Resolution



Freeport Economic Development Corporation

Governor Greg Abbot
Office of the Governor
P.O. Box 12428
Austin, Texas 78711-2428

RE: City of Freeport Request to Expand Severely Distressed New Market Tax Credit and Opportunity Zone into Downtown.

Dear Governor Abbott,

In Census Code 6643 from Second Street north is considered a Severely Distressed New Market Tax Credit area (SDNMTC) and an Opportunity Zone. The majority of Freeport's Downtown, in Census Code 6644, is adjacent to the SDNMTC and the Opportunity Zone. It is our request that the State expand and designate the as part of the SDNMTC and Opportunity Zone bounded by Second Street, FM 1495, Eighth Street, Cherry Street, to W. Fourth Street, to Oak Street, back to Second Street. Part of the downtown is already in the SDNMTC (See Attachment A).

Due to changes in the economy, for the past few decades, the City of Freeport has lost much of its Shrimping Industry to other Gulf Coast States and Downtown Retail Businesses to the City of Lake Jackson and the City of Clute. This made Freeport's downtown severely blighted (See Attachment C). The majority of the structures in Freeport's Downtown are vacant, structurally compromised, or have an incorrect use.

Additionally, the Port Freeport is in the process of Eminent Domain about 150 acres of prime housing property adjacent to our Downtown District for Port uses unknown to the City. The 150 acres that the Port Freeport is in the process of Eminent Domain are partly owned by the Port, various citizens, the City of Freeport, City own Utilities and Streets, City park and baseball fields, and a Church. If the Eminent Domain process by Port Freeport from Second Street to Eighth Street on the east side of FM 1495 is successful can affect the City's ability to Redevelop the City's downtown district from Second Street to Eight Street on the west side of FM 1495.

As of October 2019 City Council and the Freeport Economic Development Corporation (FEDC) has made a concerted effort in hiring staff that are experts in their fields such as a new City Manager, Assistant City Manager / Finance Director, a Professional Economic Developer, HR Director and recently Public Works Director to redevelop and enhance the City with a concerted focus on the Downtown.

In order to attract development into the downtown the FEDC approved a Business Improvement Grant in five categories that focuses on the downtown district to incentivize the redevelopment or improvement of existing businesses, as well as the attraction of new business.

In December of 2019 the FEDC and City created a 50% TIRZ. We are in discussions with the County and Brazosport College to join the City TIRZ in any capacity.

The FEDC and City are working towards a Downtown Revitalization Plan that will have metrics to rehabilitate the downtown beginning in the next fiscal budget year. The Downtown Assessment by Retail Strategies has been completed and presented at the FEDC board meeting on July 14, 2020 that will be the base information for the Revitalization and Redevelopment Plan.

In June 2020 the Planning Commission and City Council, after months of public meetings, expanded the Downtown Zoning District and updated the Zoning Code uses in order to attract development as the old code discouraged development and business attraction (Attachment B).

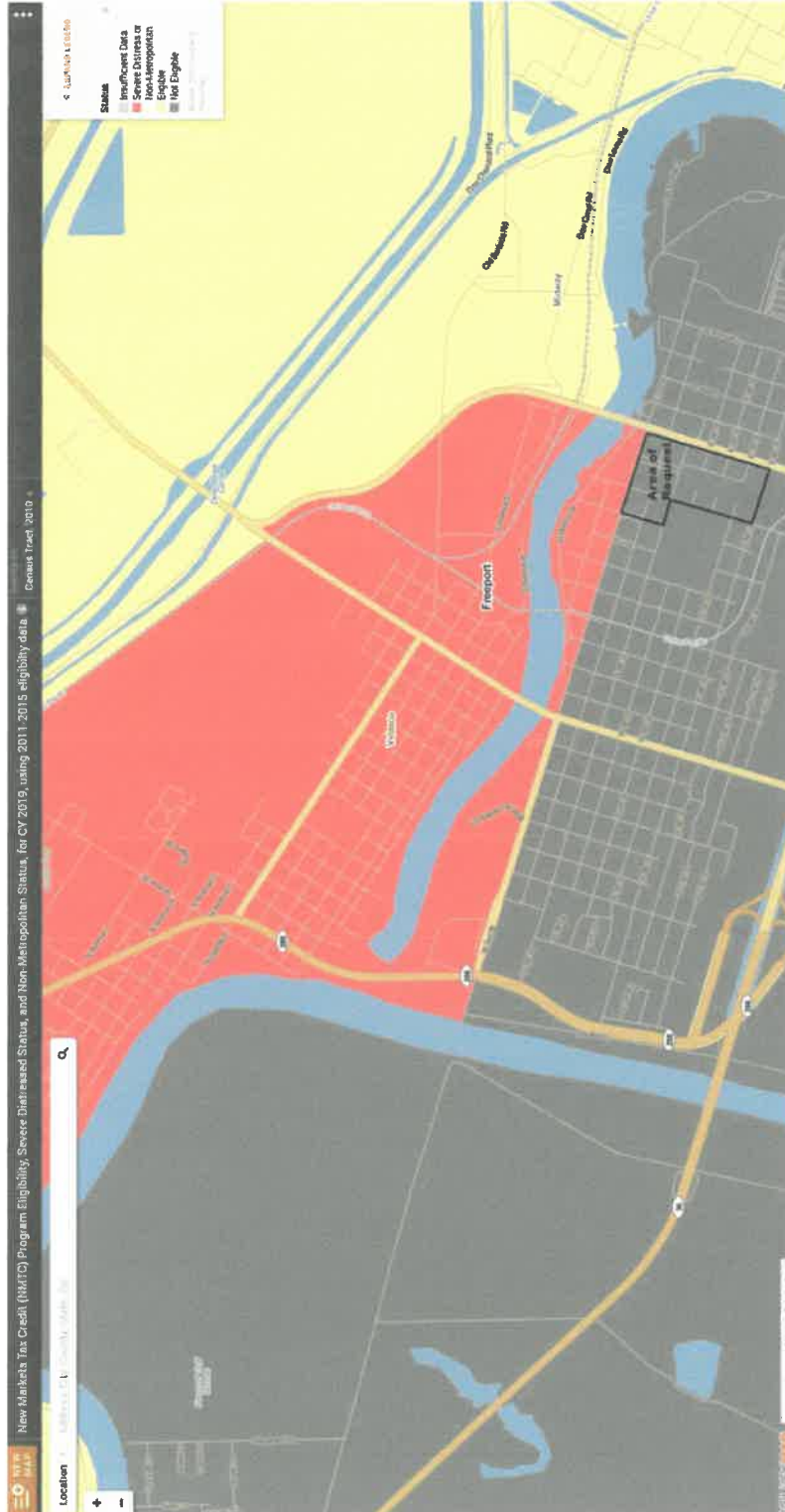
On August 18, 2020, the FEDC voted unanimously to support the City of Freeport application for recertification into the Texas Historical Commission Main Street program, as we recognize the values and benefits of the program are in-line with our future development plans to redevelop downtown.

I hope that you agree and approve our request to increase the size of the Severely Distressed New Market Tax Credit area and Opportunity Zone to include our downtown is in the best interest for a better quality of life for Freeport's citizens and attract investors utilizing a Community Development Entity funding developing mixed use development within our core.

Sincerely,

Brooks Bass - Mayor

Attachment A
Severely Distressed New Market Tax Credit in Red
Eligible New Market Tax Credit in Yellow
Request Bounded area to be included in Severely Distressed New Market Tax Credit



RESOLUTION NO. 2020-2649

A Resolution of the City Council of the City of Freeport, Texas requesting expansion of the City of Freeport Opportunity Zone and Severely Distressed New Market Tax Credit Area by the Governor of the State of Texas to include the adjacent blighted Freeport Historic Downtown.

WHEREAS, Census Code 6643 within the City of Freeport, Texas has been designated both an Economic Opportunity Zone and a Severely Distressed New Market Tax Credit Area; and

WHEREAS, the Southern boundary of Census Code 6643 runs along Second Street, adjacent to the Freeport Historic Downtown south of the Old Brazos River, and

WHEREAS, all of the historic buildings of the Freeport Historic Downtown, are contained in area of about 12 city blocks immediately adjacent to the existing Freeport Opportunity Zone and the Severely Distressed New Market Tax Credit Area; and

WHEREAS, the Freeport Historic Downtown contains approximately 80 buildings, of which only about 20 are occupied, with the remainder being empty and deteriorating, resulting in sever blight in the Downtown; and

WHEREAS, revitalization of the Freeport Historic Downtown is critical to the future of the citizens of the City of Freeport, promoting creation of jobs, general economic development, and a catalyst for redevelopment of the blighted areas in the city; and

WHEREAS, infusion of capital through the Economic Opportunity Zone and Severely Distressed New Market Tax Credit programs will create a dramatic benefit for the redevelopment and preservation of an area of historic significance; Freeport, the landing place of Stephen F. Austin, the location of the first shot against the Mexican government leading to the Texas Revolution, and the location of the treaty signature by Santa Anna.

Now therefore, be it resolved by the City Council of the City of Freeport, Texas that:

The City Council of the City of Freeport, Texas requests the Honorable Greg Abbott, Governor of the Great State of Texas, to take all necessary efforts within his power and authority to expand the boundaries of the existing Economic Opportunity Zone and Severely Distressed New Market Tax Credit Area within the City of Freeport, to include the Freeport Historic Downtown within Census Code 6644, the boundaries of which are identified as the Freeport Downtown Zone.

READ, PASSED AND ADOPTED THIS _____ DAY OF SEPTEMBER, 2020.

Brooks Bass, Mayor

ATTEST:

Betty Wells, City Clerk



City Council Agenda Items # 19-22

Title: Discussion and possible action regarding the appointment and reappointment of board member to the various boards serving the City of Freeport.

Date: September 8, 2020

From: Tim Kelty, City Manager

Staff Recommendation:

Staff recommends discussion and action regarding board appointments for the various boards and committees serving the city and council.

Item Summary:

The City has positions up for consideration of appointment and/or reappointment by Council and has received applications of interest in serving on the following Boards and Commissions:

- Planning and Zoning Board
- Senior Citizens Commission
- Economic Development Corp.
- Mainstreet advisory Board (Historical Commission)

Most of the appointments are for two-year terms and appointments generally alternate so half of the board members are supposed to come up for re-appointment every year. The bulk of the appointments begin terms of office in June. There are caveats to some appointments mostly associated with whether the individual lives in the city or in a specific area.

Currently, there are 4 vacancies on these for boards. Including those vacancies, there are 15 board or commission positions that are up for appointment or re-appointment.

Attached is a summary list of those positions.

Background Information:

It is important when a vacancy occurs that the appointment made be made to fill the remaining term and keep track of that information. Because it has not been tracked properly in the past some of the appointments/re-appointments will be for 1 year and some for two.

Special Consideration:

- **Planning and Zoning Board** The Zoning Board is made up of 5 members. Currently four positions are up for renewal. One of those four positions is vacant. One of those four appointments should be a one-year appointment. The three existing filled positions that are up for consideration have members that wish to continue serving. Additionally, we have applications from 5 others that have expressed interest.

- **Economic Development Corporation** The EDC is made up of seven members. Currently three positions are up for appointment or reappointment. The three positions that are up for consideration have members that have expressed the desire to continue serving. Additionally, we have applications from five others that have expressed interest in serving on this board.

- **Historical Commission and Mainstreet Board:** This board is made up of 9 members of which 5 are required to be residents. In January the former Museum board member were transitioned back into this board. At that time, there were only 5 members plus one new appointment leaving 4 vacancies. Of the new appointments transitioned onto this new board, five are up for reappointment and all desire to continue serving. Additionally, there are 5 others that have expressed interest in serving. The three vacancies need to be filled with one-year appointments. Of those, two need to be Freeport residents.

- **Senior Citizens Board:** This board is made up of 7 members. Of those, three positions are up for consideration. Those three positions include two existing board members who wish to continue serving and one vacancy. No new application has been received to fill that vacancy.

Financial Impact:

None

Supporting Documentation:

Board list and summaries. Applications.

**Current Board
Member up for
reappointment
consideration**

**New
Applications**

Needs

Board

<p>Planning Commission</p>	<p>Nicole Mireles 5/20 Andrew Dill 5/20 Eric Hayes 5/20 Vacancy 5/20</p>	<p>Jeff Pena (3) Mario Muraira (1) Melanie Oldham (1) Joshua Mitchell (1) David Mc Ginty (2)</p>	<p>three 2-year appointments one 1-year appointment</p>
<p>Historical Commission and Main Street Board</p>	<p>Nat Hickey 5/20 Brenda George 5/20 Sandra Barbree 5/20 Carmen Read 5/20 (Non-Res) Cliff Vandergrift 5/20 Vacancy Resident Vacancy Resident Vacancy</p>	<p>Edmeryl Williams Amanda Petty David McGinty Jessie Parker Melanie Oldham 2</p>	<p>five 2-year appointments three 1-year appointments Five Must be residents Three may be Non-Res</p>
<p>Senior Citizens</p>	<p>Mary Talbert Valerie Crosby Vacancy</p>		<p>two 2-year appointments</p>
<p>Freeport EDC</p>	<p>Trey Sullivan Ed Garcia Jeff Pena</p>	<p>Mario Muraira 2 James McDonald Ken Green Melanie Oldham 2 Joshua Mitchell 3</p>	<p>three 2-year appointments</p>

RESOLUTION NO. 2020-2650

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND REAPPOINTING A QUALIFIED PERSON TO THE HISTORICAL COMMISSION AND THE MAIN STREET BOARD OF SAID CITY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, the term of office of the below named member of the Historical Commission and the Main Street Board of the City of Freeport, Texas ("the City") has expired; and,

WHEREAS, the City Council of the City desires to appoint or re-appoint the below named qualified person as member of said committee.

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

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints or reappoints the following named qualified person to the Historical Commission and the Main Street Board of the City for the remaining portion of a term of two (2) years which expires on May 31 2022 and until a successor for such person shall have been appointed and qualified, to-wit:

The City Council of the City hereby nominates, constitutes and reappoints the following named qualified person to the Historical Commission and the Main Street Board of the City to fulfill the remaining portion of a term of one (1) which expires on May 31 2021 and until a successor for such person shall have been appointed and qualified, to-wit:

SECTION TWO (2): DUTIES

The above named appointee(s) shall perform all of the duties imposed on members of the Historical Commission and the Main Street Board of the City by law and the ordinances and resolutions of the City.

SECTION THREE (3): OATH OF OFFICE

Before engaging in the performance of the duties of office, such appointees shall take the Constitution Oath of Office as required by law.

READ, PASSED AND ADOPTED this ____ day of _____, 2020.

Brooks Bass, Mayor
City of Freeport, Texas

ATTEST: _____
Betty Wells, City Secretary
City of Freeport, Texas

RESOLUTION NO. 2020-2651

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING A QUALIFIED PERSON TO THE PLANNING COMMISSION OF THE CITY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, the term of office of the below named member of The Planning Commission of the City of Freeport, Texas ("the City") has expired

WHEREAS, the City Council of the City desires to appoint or re-appoint the below named qualified person as member of said committee.

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

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints or reappoints the following named qualified person to the Planning Commission of the City for the remaining portion of a term of two (2) years which expires on May 31 2022 and until a successor for such person shall have been appointed and qualified, to-wit.

The City Council of the City hereby nominates, constitutes and reappoints the following named qualified person to the Planning Commission of the City to fulfill the remaining portion of a term of one (1) which expires on May 31 2021 and until a successor for such person shall have been appointed.

SECTION TWO (2): DUTIES

The above named appointee shall perform all of the duties imposed on members of the Planning Commission of the City by law and the ordinances and resolutions of the City.

SECTION THREE (3): OATH OF OFFICE

Before engaging in the performance of the duties of office, each of such appointees shall take the Constitution Oath of Office as required by law.

READ, PASSED AND ADOPTED this ____ day of _____, 2020.

**Brooks Bass, Mayor
City of Freeport, Texas**

ATTEST:

**Betty Wells, City Secretary
City of Freeport, Texas**

RESOLUTION NO. 2020-2652

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING A QUALIFIED PERSON TO THE FREEPORT ECONOMIC DEVELOPMENT CORPORATION OF THE CITY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, the term of office of the below named member of The Freeport Economic Development Corporation of the City of Freeport, Texas ("the City") has expired

WHEREAS, the City Council of the City desires to appoint, or re-appoint the below named qualified person as member of said committee.

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

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints or reappoints the following named qualified person to the Freeport Economic Development Corporation of the City for the remaining portion of a term of two (2) years which expires on May 31 2022 and until a successor for such person shall have been appointed and qualified, to-wit.

The City Council of the City hereby nominates, constitutes and reappoints the following named qualified person to the Freeport Economic Development Corporation of the City to fulfill the remaining portion of a term of one (1) which expires on May 31 2021 and until a successor for such person shall have been appointed.

SECTION TWO (2): DUTIES

The above named appointee shall perform all of the duties imposed on members of the Freeport Economic Development Corporation of the City by law and the ordinances and resolutions of the City.

SECTION THREE (3): OATH OF OFFICE

Before engaging in the performance of the duties of office, each of such appointees shall take the Constitution Oath of Office as required by law.

READ, PASSED AND ADOPTED this ____ day of _____, 2020.

Brooks Bass, Mayor
City of Freeport, Texas

ATTEST: _____
Betty Wells, City Secretary
City of Freeport, Texas

RESOLUTION NO. 2020-2653

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING A QUALIFIED PERSON TO THE SENIOR CITIZEN BOARD OF THE CITY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, the term of office of the below named member of The Senior Citizen Board of the City of Freeport, Texas ("the City") has expired

WHEREAS, the City Council of the City desires to appoint, or re-appoint the below named qualified person as member of said committee.

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

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints or reappoints the following named qualified person to the Senior Citizen Board of the City for the remaining portion of a term of two (2) years which expires on May 31 2022 and until a successor for such person shall have been appointed and qualified, to-wit.

The City Council of the City hereby nominates, constitutes and reappoints the following named qualified person to the Senior Citizen Board of the City to fulfill the remaining portion of a term of one (1) which expires on May 31 2021 and until a successor for such person shall have been appointed.

SECTION TWO (2): DUTIES

The above named appointee shall perform all of the duties imposed on members of the Senior Citizen Board of the City by law and the ordinances and resolutions of the City.

SECTION THREE (3): OATH OF OFFICE

Before engaging in the performance of the duties of office, each of such appointees shall take the Constitution Oath of Office as required by law.

READ, PASSED AND ADOPTED this ____ day of _____, 2020.

**Brooks Bass, Mayor
City of Freeport, Texas**

ATTEST: _____
**Betty Wells, City Secretary
City of Freeport, Texas**