



**AGENDA  
REGULAR MEETING  
FREEPORT CITY COUNCIL  
MONDAY, SEPTEMBER, 28 2020 at 6:00 P.M.**

**Mayor:**  
Brooks Bass

**Council Members:**  
Ken Green  
Jerry Cain  
Sandra Loeza  
Roy Yates

**City Manager:**  
Timothy Keltly

**THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, WILL MEET ON MONDAY, THE 28th 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**

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**enter access code 5678901# and the online meeting code is: council\_mtg\_092820,**

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REMOTE PARTICIPANTS WILL NOT BE ABLE TO ADDRESS COUNCIL DIRECTLY. **COMMENTS FROM REMOTE PARTICIPANTS MUST BE SENT VIA EMAIL TO [publiccomments@freeport.tx.us](mailto: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. Employee of the month for the months of, February, June, July, August 2020. **(Kelty)**

**CONSENT AGENDA:**

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 Any item requiring additional discussion may be withdrawn from the Consent Agenda by the Mayor, Councilmember or City Manager, and acted upon separately.

2. Consideration and possible action on the approval of City Council meeting minutes from August 31, 2020, and September 8, 2020. **(Wells)**
3. Consideration and possible action on Resolution No. 2020-2654 authorizing the Mayor to execute title and close on the transfer of 212 West Park to the EDC **(Kelty)**
4. Consideration and possible action on a Resolution No. 2020-2655 reappointing Kenny Hayes as City representative on the Brazosport Water Authority. **(Kelty)**

**COUNCIL BUSINESS – REGULAR SESSION:**

5. Consideration of approving Resolution No. 2020-2652 appointing and reappointing members to the Freeport Economic Development Board. **(Kelty)**
6. Consideration and possible action regarding commitment of a portion of City COVID Relief Funds in support of Brazosport ISD. **(Kelty)**
7. Public Hearing on 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)**
8. 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)**
9. Consideration and possible action adopting a Citizens Participation Plan for the CDBG-MIT Program, for the City of Freeport. **(Russell)**
10. Consideration and possible approval for award of proposal for the comprehensive Zoning Ordinance Overhaul. **(Shoemaker)**
11. Consideration and possible action on Resolution No. 2020-2659 approving the Freeport Economic Development Board Budget for FY2020-2021. **(Russell/Holman)**

**WORK SESSION:**

12. **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:**

13. 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:**


14. Adjourn.
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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 2<sup>nd</sup> Street, Freeport Texas, before 6:00 p.m. in accordance with Open Meetings Act.

  
Betty Wells, City Secretary  
City of Freeport, Texas

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Monday, August 31, 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: Absent  
Councilman Ken Green:  
Councilwoman Sandra Loeza: Absent  
Councilman Roy E. Yates:

Staff: Tim Kelty, City Manager  
Stephanie Russell, Assistant City Manager  
Betty Wells, City Secretary  
Chris Duncan, City Attorney  
Laura Tolar, Assistant City Secretary/ Special Projects Coordinator  
Brian Dybala Director of Freeport Municipal Golf Course  
Brenda Miller Ferguson, Human Resource Director, Via Teleconference

Visitors:	Melanie Oldham	David McGinty
	Nicole Mireles	Ed Garcia
	Sam Reyna	Mary Garcia
	Jerry Meeks (Veolia)	Ty Morrow
	Larry Fansher	Sandra Barnett
	James Barnett	Ruben Renabato
	Mario Muraira	Jessie Parker
	Jeff Pena	

Visitors Via Teleconference: Pam Tilley Vander Williams

**Call to order.**

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

**INVOCATION AND PLEDGE OF ALLEGIANCE: (Council Member)**

Invocation and the Pledge of Allegiance was led by Mayor Brooks Bass.

**Citizen's Comments**

Ed Garcia, 1924 North Ave H, spoke to council about the Engineering Firm that the City is hiring. He said that we know where the problems are located on our streets and drainage, and he hopes that the city doesn't do a lot of unnecessary testing when we already know where the problems exist.

Sam Reyna, 2002 North Ave G, spoke to council about the bonds that the city is applying for. He said that he hopes that the city uses this money to repair the infrastructure of the city. He said that he does not agree with the amount of money that is being said it will take to repair the Heritage House.

Larry Fansher thanked City Manager, Tim Kelty and Councilman Roy Yates on the response to an email that was sent. Mr. Fansher spoke on the infrastructure of the city, and the need of roof tops. He also spoke of the concern for the three percent merit raises for city employees, he said that with the Pandemic he does not feel this is the time for raises. Mr. Fansher also spoke on the lack of transparency for the move of the Visitors Information Center from the main Road on Brazosport Boulevard, to a location that has no activity. He said that this was done without the input from the citizens of the City.

Jessie Parker 323 East 7<sup>th</sup> Street, spoke to council of her concern of the Port Freeport sending letters from their attorneys during the pandemic. She said that the Port is harassing residents.

Mayor Bass encouraged the residents if it is needed, seek confident legal counsel.

### REGULAR SESSION

#### Discussion and Possible Action Regarding a Resolution No. 2020-2645 to hire an engineering firm to complete application and project implementation for CDBG-Mitigation (MIT) funding through the General Land Office.

Assistant City Manager Stephanie Russell presented to Council Resolution No. 2020-2645 to hire an engineering firm to complete application and project implementation for CDBG-Mitigation (MIT) funding through the General Land Office. Ms. Russell said that this Resolution is to acquire an Engineer to complete the application and project implementation. Ms. Russell said that staff advertised and requested RFQ's twice in the newspaper, and there were ten responses that were opened last Wednesday. She said that staff recommends Freese and Nichols for this process.

Mayor Bass asked if we still have the opportunity to get money from this particular board for previous hurricanes? Ms. Russell said yes from 2015-2016 and Hurricane Harvey. Mayor Bass asked if she knew of the success to get money? Ms. Russell said based on our projects we have a good chance of getting this funding.

Councilman Yates asked if this has anything to do with the damage from the hurricane. Ms. Russell said that it doesn't have to be from hurricane damage, but it will get you more points.

City Manager Tim Kelty said that the Grant Writer that we have been working with has identified potential projects that will be eligible. He said that the projects for the wastewater treatment plant are part of those. He said that going through the RFQ process, the Engineering cost are reimbursable under the Grant Program.

Mayor Bass asked if this is approved and funds are awarded, we will be reimbursed? Ms. Russell said not necessarily the application fees, there will be cost for the application.

Councilwoman Loeza asked what the cost is to hire the firm? Ms. Russell said we will go into negotiation for the said services. She said this is just to award the firm. Councilwoman Loeza asked why staff recommends this firm? Ms. Russell said there was a team of four reviewers, and it is based on a set of criteria. The criteria came from the GLO of how to review professional services. She said that Freese and Nichols came out the highest scoring.

Councilman Yates asked what happened to the Engineering Company that we use to use all the time? Ms. Russell said Mercer has merged with Lynn Engineering Company, but they are working on some of our current projects for the GLO.

On a motion by Councilwoman Loeza, seconded by Councilman Green, with all present voting "Aye" 5 -0, Council unanimously approved Resolution No. 2020-2645 to hire an engineering firm to complete application and project implementation for CDBG-Mitigation (MIT) funding through the General Land Office.

Discussion and direction regarding updates to the FY2020-2021 Budget.

Ruben Renobato 1507 West 2<sup>nd</sup>, spoke to council about his concerns to the proposed budget. He said that the community needs new roof tops. He handed out to council copies of two proposals. The first one is the City's 2020 Bond Spending proposal, and the second is an alternative proposal which he prepared. He talked about the improvements that were on the City's proposal, for each year, and he explained the alternative plan and how it will reimburse the city. When and if the City puts the money to work now. He said that this will generate a substantial return. He said that we have a responsibility to our citizens, and the tax payers. He asked that council consider revising the administration proposal.

Assistant City Manager, Stephanie Russell presented to council the discussion and direction regarding updates to the FY2020-2021 Budget. She said the purpose of this item is to re-visit the proposed budget, and to recap some of the changes that staff was directed to make.

Mayor Bass said that the softball fields are in a sad and dangerous condition. He said that he is requesting that the replacement of the lights and poles. He said that he knows that this is not budgeted but it desperately needs to be so. City Manager Tim Kelty said that they are working on quotes to get these repairs done. Tim Kelty said that there may be Grant Funding that can help pay for this. Mayor Bass said that he would like to have a safety audit done.

Mayor Bass said that Mr. Renobato proposal needs some attention from staff, he asked that staff get with him and speak with him.

Councilman Roy Yates said that he wants to compliment Mr. Renobato on his time spent on the report. He also asked about the repairs to the museum, and the money that was previously spent. Mr. Kelty said that there should be a report on the next Council Meeting for the repairs that need to be done. Mr. Yates asked if the City spent money on the improvements. Mr. Kelty said that he believes most of the previous work was done through the museum fund.

Adjourn

On a motion by Councilwoman Loeza, seconded by Councilman Yates, with all present voting "Aye", 5-0 Mayor Brooks Bass adjourned the meeting at 6:54 PM.

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Mayor, Brooks Bass  
City of Freeport, Texas

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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 Tuesday, September 8, 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  
Chris Motley, Freeport Fire Chief  
Lance Petty, Public Works Director  
Courtland Holman, Freeport Economic Development Director  
Billy Shoemaker, Building/Code Director  
Clarisa Molina, Administrator Assistant Via teleconference  
Yvette Ruiz, Building/Code Secretary  
LeAnn Strahan, Destinations Director

Visitors:

Sandra Barnett	James Barnett
Edmeryl Williams	Angie Williams
Jerry Meeks (Veolia)	David McGinty
Mindy Joss	William Pole Cat Culver
Melanie Oldham	Ruben Renobato
Ed Garcia	Nick Irene (Facts)
Jessie Parker	Sam Reyna
Nicole Mireles	

Visitors, Via Teleconference:

Pam Tilley	Vander Williams
Amanda (NLN)	Lila Diehl
Troy Brimage	Donna Williams
Paul Crow	Eric Hayes

**Call to order.**

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



## **INVOCATION AND PLEDGE OF ALLEGIANCE:**

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

### **Citizen's Comments**

Mindy Joss and William Culver spoke to Council about FOE 311. Ms. Joss said that the reason that were present was to see if Council would be able to make an allowance for the Club to open back up, with members only being able to enter with mask and social distancing. She said that the club is almost to the point of not being able to pay the bills, and possibly closing after 67 years.

Mayor Bass told Ms. Joss to speak with City Manager for him to put this on a future agenda. He said that the Governor may have some new announcements that may take care of the problems.

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

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

Freeport Fire Chief, Chris Motley said that the inventory is good. He said that the numbers have gone down drastically. Mayor Bass asked if the positivity rate is down to less than ten percent, and Chief Motley said yes. Chief Motley said to remember social distancing, wash hands, and to wear mask. He also spoke on the hurricane season and the information boards that are set around the city.

Freeport Police Chief Ray Garivey said that business is being done as normal. He said that all his employees are back and healthy. He thanked City staff for all the team work that was there for the possible Hurricane.

### **CONSENT AGENDA**

Consideration and possible action on the approval of City Council meeting minutes from August 13, 2020 and August 17, 2020.

Consideration and possible action to adopt Ordinance No. 2020-2609 amending the General Election for November 3, 2020 for polling locations.

Consideration and possible action on approving Ordinance No. 2020-2610 amending the Charter Amendment polling locations.

Discussion for the postponement of hosting the Veterans Day Parade until 2021, due to the COVID-19 pandemic.

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

### **REGULAR SESSION**

Consideration and possible action on Task Authorization No. 14 with Freese and Nichols for renovation of the DOW Heritage House.

City Manager Tim Kelty presented to council the Task Authorization No. 14 with Freese and Nichols for renovation of the DOW Heritage House. He said that Ron Bavarian with Freese and Nichols was

available if there were any questions, and David Watson an Architect specialist in restoration was also present. Mr. Watson spoke to council about the work that needs to be done.

Mayor Bass asked if this was for direction and discussion from council? Mr. Kelty said yes. Mayor Bass asked if the \$69,000.00 was for the Architectural and the Engineering. Mr. Kelty said that is correct. Mayor Bass asked about the Bond Process, he asked if we will be stuck to this if the budget is approved for this amount. Or can this be changed? Mr. Kelty said yes this can be changed.

Mr. Watson said that the work that was previously done was substandard. The stair lift does not meet commercial requirements. The back-stair case is not up to windstorm and, doesn't meet the building code, and there is not a door. The windows were not installed correctly and the wall around the windows are completely rotten.

Councilman Yates asked if the price is for the architecture and full price on the repairs. Tim Kelty said that this is the cost for the architect and only an estimate for the repairs. We will have to go out for bids.

Mayor Bass asked Mr. Watson if the building is safe to use? Mr. Watson, said no not in the current condition. Mayor Bass told, Billy Shoemaker, Chief Motley and Administration, we are not to rent this building out.

Councilman Green asked what will it take to sell this building? City Manager Tim Kelty said that if council declares this surplus and puts it out for auction, it will not cost anything. Ms. Russell stated that we will have to repay a small amount of grant funds that were used on recent roof repairs.

There was an online question asking if the repairs to Heritage House will have a warranty? Mayor Bass said if we go forward, yes, we will insure that everyone is bonded and there are warranties.

Roy Yates asked if the \$69,000.00 included the bid package also. Mr. Kelty said yes this will include bids, design, and all the professional services.

Mayor Bass said that he wants to table this item.

On a motion by Councilman Cain, seconded by Councilman Green, with all present voting "Aye" 4-0 Council approved to table the Task Authorization No. 14 with Freese and Nichols for renovation of the DOW Heritage House. Councilman Yates voted "Ney".

**Public Hearing: Public Hearing Regarding FY 2020-2021 Proposed Budget.**

Mayor Bass opened Public Hearing at 6:26 PM

Assistant City Manager Stephanie Russell presented to council FY 2020-2021 Proposed Budget. She said that this was originally presented to Council on August 10 as well as being posted on the city website. She said that since then there have been several changes. The property tax rate, and the water/sewer rates increase are two of the changes.

Ruben Renobato 1507 West 2<sup>nd</sup> Street, spoke to council of his concern for more roof tops that are needed in Freeport, the Bond Ordinance for streets and drainage. He said he strongly disagrees with managements conclusion with the streets, sidewalks, and infrastructure.

Ms. Russell said that she has not got with the Bond Council, but her understanding the construction did not include news streets or development. She said that we can visit with Bond Council.

Councilwoman Loeza asked if this was to improve streets and not for new.

Mr. Kelty said this is on existing streets that are already there. He said that the bond is intended for the streets that are there. He said that this will not affect the adoption of the budget tonight.

Mayor Bass asked if council approves the budget tonight can changes be made? Mr. Kelty said yes, we are not approving how it will be spent.

Mayor Bass asked about the lights at the softball fields? He said that they need to be replaced for safety issues.

Lance Petty Public Works Director said there should be a quote by the end of the week.

Online question: Asked if the streets will be lowered so that streets will drain properly, and will the streets be repaired with concrete or asphalt? Mr. Kelty said streets will be engineered with engineering recommendations regarding the surface material. We are not planning on proposing concrete just because it was concrete, or asphalt just because it was asphalt.

Nicole Mireles asked if the streets are concrete will they go back to concrete?

Mayor Bass asked what if we want concrete on concrete? Mr. Kelty said if that is what you want that is what you will get the cost will simply determine how much we can afford.

Ed Garcia said if we replace with asphalt then the city will be going backwards.

Melanie Oldham said that she glad to hear that the Bond Council can be spoke with. She said that we need roof tops.

Jessie Parker said that she wants to be reimbursed for her tires that were ruined because of the streets in the city.

Mayor Bass closed the Public Hearing at 7:00 PM

#### Consideration of an Ordinance No. 2020-2611 Adopting FY2020-2021 Budget

Assistant City Manager Stephanie Russell presented to council Ordinance No. 2020-2611 Adopting FY2020-2021 Budget. She said this is the Ordinance to adopt the budget.

Mayor Bass asked about the softball lights, because it is a safety issue. Ms. Russell said that, depending on the cost she can find the funds from this year's budget to repair the light poles at the softball fields.

On a motion by Councilwoman Loeza, seconded by Councilman Cain, with all present voting "Aye" 5-0 Council unanimously approved Ordinance No. 2020-2611 Adopting FY2020-2021 Budget.

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

Consideration and Possible Action Regarding an Ordinance No. 2020-2612 Establishing a Tax Rate for the 2020 Tax Year.

Assistant City Manager Stephanie Russell presented to council Ordinance No. 2020-2612 Establishing a Tax Rate for the 2020 Tax Year. She said that in past meetings council proposed the NNR Tax Rate. She said that this was published in the paper.

On a motion by Councilman Green, seconded by Councilman Cain, with all present voting “Aye” 5-0 Council unanimously approved Ordinance No. 2020-2612 Establishing a Tax Rate for the 2020 Tax Year.

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

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

Assistant City Manager presented to council the Ratification of Increased Property Tax Revenues Reflected in the Fiscal Year 2020-2021 Adopted Budget. She said that this is a house keeping item.

On a motion by Councilman Cain, seconded by Councilwoman Loeza, with all present voting “Aye” 5-0 Council unanimously approved the Ratification of Increased Property Tax Revenues Reflected in the Fiscal Year 2020-2021 Adopted Budget.

Consideration and possible action approving Ordinance No. 2020-2613 establishing water/sewer discount for the Senior Citizens within the City of Freeport.

Assistant City Manager presented to council Ordinance No. 2020-2613 establishing water/sewer discount for the Senior Citizens within the City of Freeport. Ms. Russell said that this was at the direction by council at a previous meeting.

Councilwoman Loeza asked how the residents will know that they have to fill out an application for this discount? Ms. Russell said that there will be notice on the water bill. She said social media also.

Mayor Bass asked if we can use the phone system as well to get the notice out. Ms. Russell said yes.

Councilman Cain asked if the residents go to City Hall to register. Ms. Russell said yes.

Councilman Yates asked how much the discount is? Ms. Russell said twenty percent.

On a motion by Councilwoman Loeza, seconded by Councilman Yates, with all present voting “Aye” 5-0 Council unanimously approved Ordinance No. 2020-2613 establishing water/sewer discount for the Senior Citizens within the City of Freeport.

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.

Assistant City Manager Stephanie Russell presented to council 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. Ms. Russell said that this is just a clean up on the Ordinance that was passed

a few weeks ago. She said that some meters are in between sizes. She said that if a meter falls between the size then you will move to the next size.

Mayor Bass said that he looked at 2019 rates and he did not see pricing on meters or meter sizes. He said that he feels this is something that was not discussed last meeting. He said that his opinion is this should be tabled and that we place it on the next meeting. Mayor Bass said that he does not feel that we put this before the public. He said that this is adding additional money to commercial and industrial accounts.

Councilman Green asked if this would change the rate? Ms. Russell said not for residential, but for commercial.

Councilman Yates said that he does not understand why the meter size makes a difference.

Mr. Kelty said that if the meter is larger, the customer will use significantly more water and sewer. Smaller meters use water and sewer in the thousands of gallons per month. Large meters have usage in the tens of thousands or gallons per month. The largest meter sizes often use over one hundred thousand gallons per month. The base rate is only charged once and is not a volumetric rate. It is basically an availability fee covering the cost of infrastructure necessary to provide the utility at the quantity needed.

Mayor Bass said that council needs more information and he tabled this item until the next meeting on September 21, 2020.

Consideration and possible approval for award of proposal for the comprehensive Zoning Ordinance Overhaul.

Billy Shoemaker, Building and Code Director presented to council the possible approval for award of proposal for the comprehensive Zoning Ordinance. He said the recommendation that staff is bringing before council is to approve this RFP to Kendig Keast. He said that our zoning ordinances have not been updated since 1964. He said that this will take about 15 months, and there will be public input.

Mayor Bass asked if this can be done sooner and cheaper.

Mr. Shoemaker said that they have gone back and they did get it down to \$102,000.00.

Nicole Mireles said that the 15-month's is too long

Melanie Oldham spoke in opposition to this.

Councilwoman Loeza asked if the Comprehensive Zone and Sub-Division Ordinance will be done together in the 15-month time frame? Billy Shoemaker said yes.

Mayor Bass said that he thinks 15-months is a ridiculous, time frame. He said that we need to make changes, but \$100,000 is a lot of money for something that will take this long.

Mayor Bass tabled this item.

Consideration and possible action approving Ordinance No. 2020-2615 the proposed updates to the truck route on 2<sup>nd</sup> Street.

Billy Shoemaker, Building and Code Director presented to council Ordinance No. 2020-2615 the proposed updates to the truck route on 2<sup>nd</sup> Street, he said that this was presented to Planning and Zoning they approved this with a 15MPH speed limit.

Edmeryl Williams said that the streets are being ruined by the tank trucks.

Nicole Mireles said that Planning and Zoning approved the new route for trucks with a new speed limit of 15MPH.

City Attorney said that a traffic study will need to be done first, and then it is presented to City Manager to post new speed limit signs.

Ed Garcia suggested the Port use their main gate.

Angie Williams voiced her concern of the trucks going down 2<sup>nd</sup> and 5<sup>th</sup> Streets.

Melanie Oldham spoke of the safety of families on the East End.

Mayor Bass said that safety is a big factor driving this change.

Councilman Yates said that he thinks that we need to figure out how much traffic is coming from the Port.

Mary Garcia asked if the streets can be re-routed.

Nicole Mireles asked if there needs to be a study for speed bumps. City Attorney Chris Duncan said we need to do a speed study before we reduce the speed.

This item was tabled by Mayor Bass until the next meeting.

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.

Brenda Ferguson, Human Resource Director presented to council Resolution No. 2020-2646 revising Section 9.07 (Overtime) and 9.10 (Longevity Pay) in Chapter Nine of the Personnel Policy Handbook. She said that there was employee feedback on some of the changes. She said that the longevity pay, will be each pay period instead of annually. Also, the holiday pay will be considered as time worked. This is so an employee will not lose their overtime pay.

Mayor Bass said that he appreciates that staff is listening to the employees.

Councilwoman Lozea asked if this was the middle ground that was negotiated with the employees? Brenda Ferguson said "yes".

Councilman Yates said vacation time does not count towards overtime? Brenda Ferguson said this is correct.

On a motion by Councilman Cain, seconded by Councilwoman Loeza, with all present voting "Aye" 5-0 Council unanimously approved Resolution No. 2020-2646 revising Section 9.07 (Overtime) and 9.10 (Longevity Pay) in Chapter Nine of the Personnel Policy Handbook.

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.

Brenda Ferguson, Human Resource Director presented to council 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. She said that there are a lot of employees that are not using vacation due to the pandemic.

Mayor Bass asked if the declaration will need to be extended? Tim Kelty said that the emergency declaration stands until it is removed

Councilman Yates asked if they can sell their vacation?

Brenda Ferguson said that this will allow the buy out for some vacation time if they were unable to take vacation due to the pandemic. This is temporary and there is a limit of the amount that they can buy out.

Councilwoman Loeza asked if this is \$.50 on the dollar? Brenda Ferguson said no, this is the full rate up to 40 hours.

On a motion by Councilwoman Loeza, seconded by Councilman Green, with all present voting “Aye” 5-0 Council unanimously approved 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.

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.

City Manager Tim Kelty presented to council Resolution No. 2020-2648 to amend and set the maximum fees charged for Taxicab Service in the City of Freeport. He said staff recommends setting the rates at \$3.50 a mile and \$3.50 a pickup. He said that we have a taxicab service that is wanting to lower her rates.

On a motion by Councilman Yates, seconded by Councilman Cain, with all present voting “Aye” 5-0 Council unanimously approved Resolution No. 2020-2648 to amend and set the maximum fees charged for Taxicab Service in the City of Freeport.

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.

Courtland Holman, Freeport Economic Development Director presented to council Resolution No. 2020-2649 for requesting Governor Abbot to extend severely distressed New Market Tax Credit, and Economic Opportunity Zone into Downtown. Mr. Holman said that the city needs more attractions. Mr. Holman said that there are areas within the city which are blighted. He said that there are only about 20% of buildings downtown that are being used.

Mayor Bass asked if this cost the city any money. Mr. Holman said no.

Tim Kelty said, if successful, this makes it more attractive to investments.

On a motion by Councilman Green, seconded by Councilman Yates, with all present voting “Aye” 5-0 Council unanimously approved Resolution No. 2020-2649 for requesting Governor Abbot to extend severely distressed New Market Tax Credit, and Opportunity Zone into Downtown.

Consideration of a Resolution No. 2020-2650 appointing and reappointing members to the Historical Commission and the Main Street Board.

City Manager Tim Kelty presented to council Resolution No. 2020-2650 appointing and reappointing members to the Historical Commission and the Main Street Board. He said that this board was reformed last year. He said that this board requires nine members. He said that we need to appoint or reappoint five two-year appointments and three one-year appointments tonight.

Nat Hickey, Brenda George, Sandra Barbree, Carmen Read, and Cliff Vandergriff were reappointed to two-year terms.

Edmeryl Williams, David McGinty and Jessie Parker were appointed to a one-year term.

On a motion by Councilman Yates, seconded by Councilwoman Loeza, with all present voting “Aye” 5-0 Council unanimously approved Resolution No. 2020-2650 appointing and reappointing members to the Historical Commission and the Main Street Board.

Consideration of a Resolution No. 2020-2651 appointing and reappointing members to the Planning Commission.

City Manager Tim Kelty presented to council Resolution No. 2020-2651 appointing and reappointing members to the Planning Commission. He said that there are five members on this board. We need to appoint or reappoint three two-year terms, and appoint one, to a one-year term.

Nicole Mireles, Andrew Dill, and Eric Hayes were reappointed to two-year term.

Melanie Oldham was appointed to a one-year term.

On a motion by Councilman Yates, seconded by Councilman Green, with all present voting “Aye” 5-0 Council unanimously approved Resolution No. 2020-2651 appointing and reappointing members to the Planning Commission.

Consideration of approving Resolution No. 2020-2653 appointing and reappointing members to the Senior Citizens Commission.

City Manager Tim Kelty presented to council Resolution No. 2020-2653 appointing and reappointing members to the Senior Citizens Commission. He said that this board is made up of five members. We need to appoint or reappoint two, two-year terms and fill one vacancy.

Mary Talbert, and Valerie Crosby were reappointed to two-year terms. There were no applications for the vacancy on this board for the one-year term.

On a motion by Councilwoman Loeza, seconded by Councilman Green, with all present voting “Aye” 5-0 Council unanimously approved Resolution No. 2020-2653 appointing and reappointing members to the Senior Citizens Commission.



Consideration of approving Resolution No. 2020-2652 appointing and reappointing members to the Freeport Economic Development Board.

City Manager Tim Kelty presented to council Resolution No. 2020-2652 appointing and reappointing members to the Freeport Economic Development Board. He said that we need three two-year appointments. Ed Garcia, Trey Sullivan and Jeff Pena are up for reappointments for two-year terms.

Councilman Ken Green said that he would like to move this item to Executive Session. He said that he is the Liaison for this Board and he has some things which he would like to discuss with council. He said that he wants to discuss Board Member Jeff Pena.

City Attorney Chris Duncan advised council that if someone is the discussion in executive session, that person has the right to say if they would like to have it discussed in open session.

Jeff Pena, said that he would rather the discussion occur in the open session.

Ed Garcia said he is a Board Member for the EDC and he supports Jeff Pena being on the EDC Board.

On a motion by Councilman Yates to reappoint the three members, but lack of second, motion failed.

On another motion by Councilman Cain to remove Jeff Pena, and appoint Mario Muraira, but lack of second, motion failed.

Mayor Bass tabled this item.

**WORK SESSION:**

There were no comments from Council.

Update on reports / concerns from Department heads

There were no comments from Department heads.

Open session was closed at 9:40 pm and Council entered into Executive Session.

**CLOSED SESSION:**

Executive Session regarding a.) (Potential Litigation) consultation with city attorney b.) (Deliberations about Real Property), 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 10:04 P.M.

No action taken in Executive Session.

Adjourn

On a motion by Councilman Cain, seconded by Councilman Yates, with all present voting "Aye", Mayor Brooks Bass adjourned the meeting at 10:04 PM.

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Mayor, Brooks Bass  
City of Freeport, Texas

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City Secretary, Betty Wells  
City of Freeport, Texas



## City Council Agenda Item # 3

**Title:** Consideration of Resolution 2020-2654 Authorizing the Mayor to execute the closing of title in the transfer of 212 W. Park Street to the EDC.

**Date:** September 28, 2020

**From:** Tim Kelty, City Manager

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**Staff Recommendation:**

Staff recommends approval of this resolution.

**Item Summary:**

Last month, Council approved the transfer of the property known as the Lucy Goose in Downtown Freeport to the EDC for development by a private individual under a development agreement which would include claw back provisions for failure to perform according to the terms of the negotiated agreement.

On September 15, the Freeport EDC voted to accept the property. At this point City Attorney has recommended this action to authorize the Mayor to sign the title work to legally transfer the property.

**Background Information:**

None

**Special Considerations:**

None

**Financial Impact:**

None

**Supporting Documentation:**

Resolution

Special Warranty Deed

**RESOLUTION NO. 2020-2654**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS AUTHORIZING THE MAYOR TO DEED THE PROPERTY IDENTIFIED AS 212 W. PARK AVENUE, FREEPORT, TEXAS TO THE FREEPORT ECONOMIC DEVELOPMENT CORPORATION.**

**WHEREAS**, the City of Freeport, Texas is a home rule municipality; and

**WHEREAS**, the Freeport Economic Development Corporation is a “type B” nonprofit economic development corporation, authorized under Texas Development Corporations Act, Title 12, Section 501.001 et. seq. specifically Chapter 505 of said Act; and

**WHEREAS**, the specific purpose of the Freeport Economic Development Corporation is to sustain economic development efforts and promote business development in the City; and

**WHEREAS**, the City owns a real property located at 212 W. Park Avenue, Freeport, Texas; and

**WHEREAS**, it is in the best interest of the citizens of Freeport, to transfer ownership of the above real property to the Freeport Economic Development Corporation so it can be utilized for a public purpose and to promote economic development.

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

**SECTION 1. FINDINGS.** The City Council of the City hereby finds as true, the statements contained in the preamble set forth above.

**SECTION 2. CONDITIONS OF TRANSFER.** The deed to transfer the above real property to the Freeport Economic Development Corporation shall contain a reversion clause stating that the property shall automatically revert to the City if the Freeport Economic Development Corporation fails to use the property for the public purpose of economic development.

**SECTION 3. AUTHORIZATION TO TRANSFER.** The Mayor of the City is hereby authorized to execute the attached Deed to transfer the property to the Freeport Economic Development Corporation.

**SECTION 4. 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

## SPECIAL WARRANTY DEED

**Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.**

*Date:* September \_\_\_\_\_, 2020

*Grantor:* THE CITY OF FREEPORT, TEXAS

*Grantee:* FREEPORT ECONOMIC DEVELOPMENT CORPORATION

*Consideration:* Ten and No/100 Dollars and other good and valuable consideration.

*Property (including any improvements):*

**Lot Twelve (12), Block Forty-Four (44) of the FREEPORT TOWNSITE, of the City of Freeport, according to the map or plat recorded in Volume 2, Page 95 of the Plat Records of BRAZORIA County, Texas.**

**Commonly known as 212 W. Park Avenue, Freeport, Texas 77541**

*Exceptions to Conveyance and Warranty:* All prior easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes.

*Reversion Clause:* Grantee agrees and warrants that this property shall be used solely for a public purpose, specifically, to promote the economic development of the City of Freeport, Texas and that said property shall revert to the Grantor, should Grantee fail to use said property for the above-stated public purpose. Further, Grantee agrees and warrants that it shall not deed or transfer possession or use of said property without inclusion of a similar reversion clause.

Grantor, for the Consideration expressed and subject to the Special Covenant and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Special Covenant and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

Executed and acknowledged by both parties as correction deed to be effective the \_\_\_\_\_ day of September 2020.

\_\_\_\_\_  
**Brooks Bass, Mayor  
City of Freeport, Texas**

STATE OF TEXAS                    '  
COUNTY OF BRAZORIA            '

This instrument was acknowledged before me on the \_\_\_\_\_ day of September, 2020, by **Brooks Bass**, in his capacity as Mayor of the City of Freeport, Texas .

\_\_\_\_\_  
Notary Public, State of Texas



## City Council Agenda Item # 4

**Title:** Consideration of Resolution 2020-2655 Reappointing Kenny Hayes as Director of the Brazosport Water Authority representing the City of Freeport.

**Date:** September 28, 2020

**From:** Tim Kelty, City Manager

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**Staff Recommendation:**

Staff recommends approval of this resolution.

**Item Summary:**

This resolution reappoints Kenny Hayes as a member of the Board of Directors of the Brazosport Water Authority. Mr. Hayes has represented the City on the board since September 2016, faithfully attending the BWA meetings as the city representative, and keeping the City informed as to the efforts of the BWA. No other individuals have expressed interest in this appointment.

**Background Information:**

As a founding member of the BWA, the City of Freeport is allowed to appoint one member to the Brazosport Water Authority Board of Directors to represent the City's interest. That appointment is made by City Council to serve a 2-year term which expires later this month.

**Special Considerations:**

None

**Financial Impact:**

None

**Supporting Documentation:**

Resolution



**RESOLUTION NO. 2020-2655**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING OR REAPPOINTING A QUALIFIED PERSON(S) TO BE A DIRECTOR OF THE BRAZOSPORT WATER AUTHORITY; 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 of the position on the Board of Directors of Brazosport Water Authority filled by the City Council of the City of Freeport, Texas (“the City”) expires on September 22, 2020; and,

WHEREAS, the City Council of the City desires to appoint or re-appoint the below named qualified person to serve on such board...

**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 Boards of Adjustments Committee of the City for a full term of two (2) years expiring on September 22, 2024 or until a successor for such person shall have been appointed and qualified, to-wit: Kenny Hayes

**SECTION TWO (2): DUTIES**

The above-named appointees shall perform all of the duties imposed on Director of the Brazosport Water Authority so appointed by the City of Freeport, and in accordance with the legal requirements of said appointment.

**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



## City Council Agenda Item # 5

**Title:** Consideration of approving Resolution No. 2020-2652 reappointing or appointing qualified person to the Freeport Economic Development Board.

**Date:** September 28, 2020

**From:** Tim Kelty, City Manager

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**Staff Recommendation:**

Staff recommends approval of the proposed resolution to appoint or reappoint qualified person(s) to the Freeport Economic Development Corporation Board.

**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 Board.

**Background Information:**

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.

The terms of the appointments made will expire in May 31, 2022

**Special Considerations:**

None

**Financial Impact:** N/A

**Board or 3<sup>rd</sup> Party recommendation:** N/A

**Supporting Documentation:**

Resolution

Board List and summaries

Applications

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.

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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.

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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

**BOARD****CURRENT BOARD  
MEMBER UP FOR  
REAPPOINTMENT  
CONSIDERATION****NEW APPLICATIONS****NEEDS**

FREEPORT EDC	Trey Sullivan Ed Garcia Jeff Pena	Mario Muraira James McDonald Ken Green Melanie Oldham Joshua Mitchell Keith Stumbaugh Nicole Mireles	three 2-year appointments
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## City Council Agenda Item # 6

**Title:** Consideration of approving commitment of a portion of available Coronavirus Relief Funds in support of Brazosport ISD.

**Date:** September 28, 2020

**From:** Tim Kelty, City Manager

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**Staff Recommendation:**

Staff recommends approval of this allocation of funds.

**Item Summary:**

The City of Freeport was allocated up to \$690,000 from the Coronavirus Aid and Economic Security Act. (CARES Act). The Brazosport ISD has requested the Cities of Freeport, Clute, and Lake Jackson collaborate with them by matching the ISD's expenditure up to \$250K to benefit the students in the district. The Act allows for this collaboration, and by so doing, the school is able to use this \$500,000 to secure an additional \$500,000 in TEA Funding for this program. They plan to use the funding for additional wireless hot spots and Chromebook for students with limited connectivity to facilitate remote learning activities.

They are specifically requesting a commitment of those funds up to \$50,000.

**Background Information:**

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease
2. Were not accounted for in the budget most recently approved as of March 27 2020 (the date the act was approved)
3. Were incurred between March 1, 2020 and December 30, 2020

Because of these restrictions, it is very likely that the city will have funds available to commit that would otherwise be de-obligated after December 30.

**Special Considerations:**

None

**Financial Impact:**

Per the funding guidelines, the City must spend at least \$150,000 of its allocation on other eligible activities in order to contribute the full \$50,000 for this purpose. As of the end of August, the City had over \$119,000 in applicable CRF expenses.

**Board or 3<sup>rd</sup> Party recommendation:** N/A

**Supporting Documentation:** Request from Brazosport ISD

Mr. Tim Kelty  
City of Freeport  
200 W. 2nd Street  
Freeport, Tx 77541

September 11, 2020

Dear Mr Kelty,

We are writing this letter to request funding of up to \$50,000 from your CRF allocation from the state per eligibility through the CRF Operation Connectivity Bulk-Purchase Local Match Reimbursement Program for Local Education Agencies, facilitated through the Texas Education Agency.

Brazosport ISD has received \$1 million dollars worth of chromebooks and hotspots through the Bulk Purchase Program. BISD has paid \$495,000 to Region IV so we are now seeking the support from our local municipalities for support up to \$250,000 to ensure all of our economically disadvantaged students are able to connect to online learning from home. Your contributions are eligible under CRF funding and your commitment would generate a dollar for dollar match in funding from TEA to BISD.

"Local Education Agencies (LEAs) are eligible for additional state Coronavirus Relief Fund (CRF) fund matching if they receive funding from their local city or county CRF for TEA's bulk order program. TEA will increase its fund matching by \$1 for every \$1 of local CRF that LEAs receive, up to a maximum of 25% of the expenditure approved and allocated by TEA (based on the number of economically disadvantaged students)." - Texas Education Agency

For the city of Freeport, your CRF per capita allocation is \$690,580. We hope that you will consider funding Brazosport ISD up to \$50,000 to ensure all of our economically disadvantaged students are able to connect to online learning from home.

Please do not hesitate to contact me at any time with questions about this request or the CRF Operation Connectivity Bulk-Purchase Local Match Reimbursement Program for Local Education Agencies.

Sincerely,



Danny Massey  
Superintendent of Schools  
Brazosport ISD



Rebecca Kelley  
Chief Financial Officer  
Brazosport ISD





Brooks Bass  
Mayor

Tim Kelty  
City Manager

September 21, 2020

**Letter of Commitment for Between the City of Freeport and the Brazosport Independent School District.**

This Letter of Commitment reflects the allocation from the City of Freeport to Brazosport ISD, the amount of the allocation and the use of funds as defined by the parameters of the CRF Operation Connectivity Bulk-Purchase Local Match Reimbursement Program for Local Education Agencies, facilitated through the Texas Education Agency.

“Local Education Agencies (LEAs) are eligible for additional state Coronavirus Relief Fund (CRF) fund matching if they receive funding from their local city or county CRF for TEA’s bulk order program. TEA will increase its fund matching by \$1 for every \$1 of local CRF that LEAs receive, up to a maximum of 25% of the expenditure approved and allocated by TEA (based on the number of economically disadvantaged students).” - Texas Education Agency

This letter is to ensure the participation of the City of Freeport and Brazosport ISD in the CRF Operation Connectivity Bulk-Purchase Local Match Reimbursement Program. The City of Freeport is eligible for an up to \$690,580 allocation from the U.S. Treasury for CRF funding. The City of Freeport commits 25% of total spend for expenditures allowable under the 75% CRF Treasury Guidelines, up to \$50,000 to Brazosport ISD for the use of bulk purchases for technology for students with limited connectivity to facilitate remote learning activities.

Sincerely,

Brooks Bass  
Mayor, City of Freeport





## City Council Agenda Item # 7 & 8

**Title:** Public Hearing and 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 28, 2020

**From:** Stephanie Russell, Assistant City Manager/Finance Director

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**Staff Recommendation:**

Staff recommends approval of the ordinance following Public Hearing.

**Item Summary:**

While preparing to implement water and sewer rate adopted by Council at the Council meeting at in August, it was brought to staff's attention that some meter sizes had not been 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: (ie.  $\frac{3}{4}$ " = 1" or  $2\frac{1}{2}$ " = 3") Specifically the language added reads: "Meter sizes not specifically identified will be billed at the rate of the next highest meter size."

**Background Information:**

On August 17, Council approved a rate increase based Utility Rate Study earlier this year. After being tabled for a few months because of the Coronavirus, the item was re-proposed as originally recommended on August 3, 2020. At that meeting staff was directed to evaluate and bring back a smaller increase to the residential rates as well a senior discount, which were subsequently approved. A notice of the rate increases was mailed with the August water bill notifying customers that the new rates would begin in October and be billed in November.

The rate increases were recommended in the Utility Rate Study presented to Council on April 20, 2020. The increase included tiered based fees for the Commercial customer class, based on meter equivalency standards found in American Water Works Association's M1 manual. Below is an excerpt of the recommendation from the study:

**"5.2 VARYING BASE RATES BY METER SIZE (OPTION 2)**

Many cities vary their monthly base fee for water customers with the size of the meter. This is reasonable because larger meters take more flow from the system, requiring a greater commitment in water facilities to develop and deliver water. The City currently does not have this practice in place, although there are a number of utilities in the region that have implemented it.

Based on our analysis, implementing a base fee tiered by meter size for all of Freeport's Commercial customers would increase revenues by approximately \$200,000 in FY21. This

assumes instituting a tiered structure using meter equivalency standards found in industry leader American Water Works Association's M1 manual, and that the new tiered base fee would increase at the same rate as other rates. **This is the recommended option.**"

**Special Considerations:**

N/A

**Financial Impact:**

N/A

**Board or 3<sup>rd</sup> Party recommendation:** N/A

**Supporting Documentation:**

Notice of Water and Sewer Rate Increases Mailed with August and September water bills  
Original Ordinance, Ordinance 2020-2605 approved August 17, 2020  
Pages from Water and Wastewater Rate Study included with original recommendation  
Proposed Ordinance



**Brooks Bass**  
Mayor

**Tim Kelty**  
City Manager

**Notice of Water and Sewer Rate Increase**  
**Effective October 1, 2020 (Billed November 2020)**

<b>Water Fees for Single-Family Residences &amp; Multi-Family Residences</b>					
0 to 2,000 gal.		<b>\$13.55</b>	Base Fee		
3,000 to 12,000 gal.		<b>\$4.68</b>	Per 1,000 gal.		
Over 12,000 gal.		<b>\$6.16</b>	Per 1,000 gal.		
<b>Sewer Fees for Single-Family Residences &amp; Multi-Family Residences</b>					
0 to 2,000 gal.		<b>\$12.32</b>	Base Fee	3,000 to 12,000 gal. <b>\$4.25</b> Per 1,000 gal.	
<b>Water Fees for Industrial Facilities, Offices &amp; Other Commercial Establishments Within the City</b>					
0 to 2,000 gal.	1" meter	<b>\$19.75</b>	Base Fee	4" meter	<b>\$197.55</b> Base Fee
	1 ½" meter	<b>\$25.40</b>	Base Fee	6" meter	<b>\$296.32</b> Base Fee
	2" meter	<b>\$40.92</b>	Base Fee	8" meter	<b>\$409.21</b> Base Fee
	3" meter	<b>\$155.22</b>	Base Fee	10" meter	<b>\$522.77</b> Base Fee
3,000 to 12,000 gal.		<b>\$9.22</b>	Per 1,000 gal.		
13,000 gal. and up		<b>\$12.16</b>	Per 1,000 gal.		
<b>Sewer Fees for Industrial Facilities, Offices &amp; Other Commercial Establishments</b>					
0 to 2,000 gal.	1" meter	<b>\$17.10</b>	Base Fee	4" meter	<b>\$170.98</b> Base Fee
	1 ½" meter	<b>\$21.98</b>	Base Fee	6" meter	<b>\$256.48</b> Base Fee
	2" meter	<b>\$35.42</b>	Base Fee	8" meter	<b>\$354.18</b> Base Fee
	3" meter	<b>\$134.34</b>	Base Fee	10" meter	<b>\$452.48</b> Base Fee
3,000 to 12,000 gal.		<b>\$9.21</b>	Per 1,000 gal.		
13,000 gal. and up		<b>\$12.16</b>	Per 1,000 gal.		
<b>Water Fees Customers Outside the Corporate Limits of the City</b>					
0 to 2,000 gal.	1" meter	<b>\$29.63</b>	Base Fee	4" meter	<b>\$296.26</b> Base Fee
	1 ½" meter	<b>\$38.09</b>	Base Fee	6" meter	<b>\$444.40</b> Base Fee
	2" meter	<b>\$61.37</b>	Base Fee	8" meter	<b>\$613.69</b> Base Fee
	3" meter	<b>\$232.78</b>	Base Fee	10" meter	<b>\$784.01</b> Base Fee
3,000 gal. and up		<b>\$13.82</b>	Per 1,000 gal.		
<b>Water Fees for Water-Only Service to Customers Inside the Corporate Limits of the City</b>					
0 to 2,000 gal.	1" meter	<b>\$28.21</b>	Base Fee	4" meter	<b>\$282.11</b> Base Fee
	1 ½" meter	<b>\$36.27</b>	Base Fee	6" meter	<b>\$423.17</b> Base Fee
	2" meter	<b>\$58.44</b>	Base Fee	8" meter	<b>\$584.37</b> Base Fee
	3" meter	<b>\$221.66</b>	Base Fee	10" meter	<b>\$746.56</b> Base Fee
3,000 gal. to 12,000 gal.		<b>\$9.73</b>	Per 1,000 gal.		
13,000 gal. and up		<b>\$12.83</b>	Per 1,000 gal.		



ORDINANCE NO. 2020-2605

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                  \$452.48 (minimum rate)

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	\$522.77 (minimum rate)
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	\$784.01 (minimum rate)



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

(C)     The city shall furnish water-only service to customers inside the corporate limits of the city and shall charge each customer 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	\$746.56 (minimum rate)

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 11 day of August, 2020.

  
\_\_\_\_\_  
Brooks Bass, Mayor,  
City of Freeport, Texas

ATTEST:

  
\_\_\_\_\_  
Betty Wells, City Secretary,  
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

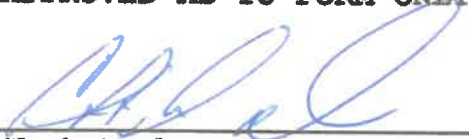
  
\_\_\_\_\_  
Christopher Duncan, City Attorney,  
City of Freeport, Texas



Table 6-1: Option 2 -- Residential Rate Adjustments Needed

		Projected											
		Budgeted	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Yearly % Rate Increase implemented (From Table 5-1)			16.0%	5.0%	2.0%	1.0%	0.0%	0.0%	3.0%	3.0%	2.0%	2.0%	
<b>Residential</b>													
<b>Water Monthly Fees</b>		<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>	<b>2026-27</b>	<b>2027-28</b>	<b>2028-29</b>	<b>2029-30</b>	
<b>Volume (gallons)</b>	<b>Tier</b>	<b>Unit</b>	<b>Fee</b>										
0 – 2,000	Base	\$12.10	\$14.04	\$14.74	\$15.03	\$15.19	\$15.19	\$15.19	\$15.64	\$16.11	\$16.43	\$16.76	
2,001 – 12,000	1	\$4.18	\$4.85	\$5.09	\$5.19	\$5.24	\$5.24	\$5.24	\$5.40	\$5.56	\$5.68	\$5.79	
12,001 - 999999	2	\$5.50	\$6.38	\$6.70	\$6.83	\$6.90	\$6.90	\$6.90	\$7.11	\$7.32	\$7.47	\$7.62	
<b>Wastewater Monthly Fees</b>													
<b>Volume (gallons)</b>	<b>Tier</b>	<b>Unit</b>	<b>Fee</b>										
0 – 2,000	Base	\$11.00	\$12.76	\$13.40	\$13.67	\$13.80	\$13.80	\$13.80	\$14.22	\$14.64	\$14.94	\$15.23	
2,001 – 12,000	1	\$3.80	\$4.41	\$4.63	\$4.72	\$4.77	\$4.77	\$4.77	\$4.91	\$5.06	\$5.16	\$5.26	
<b>Residential Average 5,000 gallons</b>		<b>\$47.04</b>	<b>\$54.57</b>	<b>\$57.30</b>	<b>\$58.44</b>	<b>\$59.03</b>	<b>\$59.03</b>	<b>\$59.03</b>	<b>\$60.80</b>	<b>\$62.62</b>	<b>\$63.87</b>	<b>\$65.15</b>	
<b>Residential Peak 10,000 gallons</b>		<b>\$86.94</b>	<b>\$100.85</b>	<b>\$105.90</b>	<b>\$108.01</b>	<b>\$109.09</b>	<b>\$109.09</b>	<b>\$109.09</b>	<b>\$112.37</b>	<b>\$115.74</b>	<b>\$118.05</b>	<b>\$120.41</b>	



Table 6-2: Option 2 – Commercial Rate Adjustments Needed

Commercial		Projected										
		Budgeted	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
Yearly % Rate Increase implemented (From Table 5-1)			16.0%	5.0%	2.0%	1.0%	0.0%	0.0%	3.0%	3.0%	2.0%	2.0%
Commercial												
Water Monthly Fees		2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Volume (gallons)	Tier	Unit	Fee									
0 – 2,000	Base (1" meter)		\$17.03	\$19.75	\$20.74	\$21.16	\$21.37	\$21.37	\$21.01	\$22.67	\$23.12	\$23.59
0 – 2,000	Base (1 ½" meter)		\$17.03	\$25.40	\$26.67	\$27.20	\$27.47	\$27.47	\$28.30	\$29.15	\$29.73	\$30.33
0 – 2,000	Base (2" meter)		\$17.03	\$40.92	\$42.97	\$43.83	\$44.26	\$44.26	\$45.59	\$46.96	\$47.90	\$48.86
0 – 2,000	Base (3" meter)		\$17.03	\$155.22	\$162.98	\$166.24	\$167.90	\$167.90	\$172.94	\$178.12	\$181.69	\$185.32
0 – 2,000	Base (4" meter)		\$17.03	\$197.55	\$207.43	\$211.57	\$213.69	\$213.69	\$220.10	\$226.70	\$231.24	\$235.86
0 – 2,000	Base (6" meter)		\$17.03	\$296.32	\$311.14	\$317.36	\$320.53	\$320.53	\$330.15	\$340.06	\$346.86	\$353.79
0 – 2,000	Base (8" meter)		\$17.03	\$409.21	\$429.67	\$438.26	\$442.64	\$442.64	\$455.92	\$469.60	\$478.99	\$488.57
0 – 2,000	Base (10" meter)		\$17.03	\$522.77	\$548.91	\$559.89	\$565.49	\$565.49	\$582.45	\$599.93	\$611.93	\$624.16
2,001 – 12,000	1	per thousand gallons	\$7.95	\$9.22	\$9.68	\$9.87	\$9.97	\$9.97	\$10.27	\$10.58	\$10.79	\$11.01
12,001 - 999999	2	per thousand gallons	\$10.48	\$12.16	\$12.77	\$13.02	\$13.15	\$13.15	\$13.55	\$13.95	\$14.23	\$14.52





Table 6-3: Option 2 – Commercial (Water Only) Rate Adjustments Needed

Commercial (Water Only)		Projected										
		Budgeted	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
Yearly % Rate Increase Implemented (From Table 5-1)			16.0%	5.0%	2.0%	1.0%	0.0%	0.0%	3.0%	3.0%	2.0%	2.0%
Commercial (Water Only)												
Water Monthly Fees		2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Volume (gallons)	Tier	Unit	Fee									
0 – 2,000	Base (1" meter)		\$24.32	\$28.21	\$29.62	\$30.21	\$30.52	\$30.52	\$31.43	\$32.37	\$33.02	\$33.68
0 – 2,000	Base (1 1/2" meter)		\$24.32	\$36.27	\$38.09	\$38.85	\$39.24	\$39.24	\$40.41	\$41.62	\$42.46	\$43.31
0 – 2,000	Base (2" meter)		\$24.32	\$58.44	\$61.36	\$62.59	\$63.21	\$63.21	\$65.11	\$67.06	\$68.40	\$69.77
0 – 2,000	Base (3" meter)		\$24.32	\$221.66	\$232.74	\$237.40	\$239.77	\$239.77	\$246.96	\$254.37	\$259.46	\$264.65
0 – 2,000	Base (4" meter)		\$24.32	\$282.11	\$296.22	\$302.14	\$305.16	\$305.16	\$314.32	\$323.75	\$330.22	\$336.83
0 – 2,000	Base (6" meter)		\$24.32	\$423.17	\$444.33	\$453.21	\$457.75	\$457.75	\$471.48	\$485.62	\$495.33	\$505.24
0 – 2,000	Base (8" meter)		\$24.32	\$584.37	\$613.59	\$625.87	\$632.12	\$632.12	\$651.09	\$670.62	\$684.03	\$697.71
0 – 2,000	Base (10" meter)		\$24.32	\$746.56	\$783.88	\$799.56	\$807.56	\$807.56	\$831.78	\$856.74	\$873.87	\$891.35
2,001 – 12,000	1	per thousand gallons	\$8.39	\$9.73	\$10.22	\$10.42	\$10.53	\$10.53	\$10.84	\$11.17	\$11.39	\$11.62
12,001 – 99999	2	per thousand gallons	\$11.06	\$12.83	\$13.47	\$13.74	\$13.88	\$13.88	\$14.29	\$14.72	\$15.02	\$15.32
Commercial (Water Only) 8,732 gallons (2-inch meter)			\$61	\$124	\$130	\$133	\$134	\$134	\$138	\$142	\$145	\$148





Table 6-4: Option 2 – Water Outside City Limits Rate Adjustments Needed

Water Outside City Limits		Projected											
		Budgeted	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Yearly % Rate Increase implemented (From Table 5-1)			16.0%	5.0%	2.0%	1.0%	0.0%	0.0%	3.0%	3.0%	2.0%	2.0%	
<b>Water Outside City Limits</b>													
<b>Water Monthly Fees</b>			2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
<b>Volume (gallons)</b>	<b>Tier</b>	<b>Unit</b>	<b>Fee</b>										
0 – 2,000	Base (1" meter)		\$25.54	\$29.63	\$31.11	\$31.73	\$32.05	\$32.05	\$32.05	\$33.01	\$34.00	\$34.68	\$35.37
0 – 2,000	Base (1 ½" meter)		\$25.54	\$38.09	\$40.00	\$40.80	\$41.20	\$41.20	\$41.20	\$42.44	\$43.71	\$44.59	\$45.48
0 – 2,000	Base (2" meter)		\$25.54	\$61.37	\$64.44	\$65.73	\$66.38	\$66.38	\$66.38	\$68.37	\$70.43	\$71.83	\$73.27
0 – 2,000	Base (3" meter)		\$25.54	\$232.78	\$244.42	\$249.31	\$251.80	\$251.80	\$251.80	\$259.35	\$267.13	\$272.48	\$277.93
0 – 2,000	Base (4" meter)		\$25.54	\$296.26	\$311.08	\$317.30	\$320.47	\$320.47	\$320.47	\$330.09	\$339.99	\$346.79	\$353.72
0 – 2,000	Base (6" meter)		\$25.54	\$444.40	\$466.62	\$475.95	\$480.71	\$480.71	\$480.71	\$495.13	\$509.98	\$520.18	\$530.59
0 – 2,000	Base (8" meter)		\$25.54	\$613.69	\$644.37	\$657.26	\$663.83	\$663.83	\$663.83	\$683.75	\$704.26	\$718.35	\$732.71
0 – 2,000	Base (10" meter)		\$25.54	\$784.01	\$823.21	\$839.67	\$848.07	\$848.07	\$848.07	\$873.51	\$899.71	\$917.71	\$936.06
2,001 – 99999	1	per thousand gallons	\$11.91	\$13.82	\$14.51	\$14.80	\$14.94	\$14.94	\$14.94	\$15.39	\$15.85	\$16.17	\$16.50
<b>Water Outside City Limits 63,333 gallons (2-inch meter)</b>			\$756	\$909	\$954	\$973	\$983	\$983	\$983	\$1,012	\$1,043	\$1,064	\$1,085
<b>Water Outside City Limits 696,750 gallons (8-inch meter)</b>			\$8,300	\$10,382	\$10,902	\$11,120	\$11,231	\$11,231	\$11,231	\$11,568	\$11,915	\$12,153	\$12,396

**DRAFT**  
**TECHNICAL**  
**MEMORANDUM**



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**TO:** Tim Kelty, City Manager, City of Freeport  
**FROM:** Adam Conner, PMP, CFM, Freese & Nichols, Inc.  
**CC:** Stephanie Russell, Assistant City Manager, City of Freeport  
Richard Campbell, Freese & Nichols, Inc.  
**SUBJECT:** Clarification of Commercial Base Fee Recommendations  
**DATE:** 9/16/2020



At the request of Freeport City Council, Freese & Nichols, Inc. (FNI) has developed this memorandum to clarify the industry standards and best practices that formed the basis for FNI's commercial base fee recommendations in the 2020 Water/Wastewater Rate Study. Freeport City Council also had a few additional clarification questions.

Specifically, the City asked FNI to clarify the following:

- The basis for changing the commercial base fee from a uniform base fee to a base fee contingent on a customer's meter size (Readiness-to-Serve Charges),
- The commercial base fee for a customer with a ¾" meter, and
- The protocol for verifying commercial customers' meter sizes for billing purposes.

### **READINESS-TO-SERVE CHARGES**

Many cities vary their monthly base fee for water customers with the size of the meter. This is reasonable because larger meters take more flow from the system, requiring a greater commitment in water and wastewater infrastructure to deliver, collect and treat water and wastewater.

The Water Environment Federation (WEF) Manual of Practice No. 26, Fourth Edition, Chapter 8 provides the following guidance: "Although far more common in water ratemaking than wastewater rate design, a meter charge may be implemented that establishes a fixed fee that increases with the size of the customer's water meter (e.g. to recognize costs for increasing potential customer flow from different size connections)."

### **BASE FEES FOR COMMERCIAL CUSTOMERS WITH A ¾" METER**

The base fees for ¾" meters should be the same as those identified for 1" meters. Due to some uncertainties/discrepancies with the data, FNI recommends that these two meter sizes should be priced the same for this analysis. Table 6-2, Table 6-3 and Table 6-4 of the 2020 Water/Wastewater Rate Study should be amended to add a row for ¾" meter monthly base fees.

### **PROTOCOL FOR VERIFYING COMMERCIAL CUSTOMERS' METER SIZES**

In the process of implementing this new commercial base fee contingent on meter size, the City should review its database and field verify meter sizes, where possible, to ensure that all Commercial

**DRAFT Clarification of Commercial Base Fee Recommendations**

September 16, 2020

Page 2 of 2

customers' information is correct. If the City were to find significant changes to their database, this would need to be reflected in future rate studies to account for impacts to future revenues and rate increases.



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 CLARIFY METER SIZES FOR 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, 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 add the following statement under 52-15-2:

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

Second, Section 52-16 of the Code of Ordinances of the City of Freeport, Texas, is hereby amended to add the following statement under 52-16-2:

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

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 # 9

**Title:** Consider Adopting a Citizens Participation Plan for the CDBG-MIT program, for the City of Freeport

**Date:** September 28, 2020

**From:** Stephanie Russell, Assistant City Manager/Finance Director

---

**Staff Recommendation:**

Staff recommends adoption of the proposed Citizens Participation Plan.

**Item Summary:**

A detailed citizens participation plan is a requirement under the CDBG-MIT program. The proposed Citizen Participation Plan includes the following in compliance with the GLO Application guidance: Outreach Efforts, Complaint Procedures, Technical Assistance, and Post-Funding Citizen Participation.

**Background Information:**

The City of Freeport intends to apply for the upcoming Community Development Block Grant – Mitigation (CDBG-MIT) funding from the Texas General Land Office (GLO). The proposed Citizens Participation Plan is a requirement of the application due October 28, 2020.

**Special Considerations:**

N/A

**Financial Impact:**

Each proposed project under the 2015 Floods and 2016 Floods State Mitigation Competitions must have a total proposed cost between \$3 million to \$10 million. Each proposed project under the Hurricane Harvey State Mitigation Competition Round 1 must have a total proposed cost between \$3 million to \$100 million.

**Board or 3<sup>rd</sup> Party recommendation:**

N/A

**Supporting Documentation:**

Citizens Participation Plan

**THE CITY OF FREEPORT  
CITIZEN PARTICIPATION PLAN  
TEXAS GENERAL LAND OFFICE (GLO) COMMUNITY DEVELOPMENT BLOCK  
GRANT MITIGATION (CDBG-MIT) PROGRAM**

**COMPLAINT PROCEDURES**

These complaint procedures comply with the requirements of the Texas General Land Office Community Development Block Grant Mitigation (CDBG-MIT) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of Freeport, 200 W. 2nd Street, Freeport, TX 77541, 979-233-3526 during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the CDBG-MIT project(s).

1. A person who has a complaint or grievance about any services or activities with respect to the CDBG-MIT project(s), whether it is a proposed, ongoing, or completed CDBG-MIT project(s), may during regular business hours submit such complaint or grievance, in writing to the City Manager, at 200 W. 2nd Street, Freeport, TX 77541 or may contact 979-233-3526.
2. A copy of the complaint or grievance shall be transmitted by the City Manager to the entity that is the subject of the complaint or grievance and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The City Manager shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the CDBG-MIT program for their further review and comment.
6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

**TECHNICAL ASSISTANCE**

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of CDBG-MIT funds. The City, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

## PUBLIC OUTREACH EFFORTS

The City shall provide for reasonable public notice, appraisal, examination and comment on the activities proposed for the use of CDBG-MIT funds. These efforts shall include:

1. Provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which CDBG-MIT funds are proposed to be used;
2. Ensure that citizens will be given reasonable and timely access to local meetings, information, and records relating to an entity's proposed and actual use of CDBG-MIT funds;
3. Furnish citizens information, including but not limited to:
  - a) the amount of CDBG-MIT funds expected to be made available
  - b) the range of activities that may be undertaken with the CDBG-MIT funds
  - c) the estimated amount of the CDBG-MIT funds proposed to be used for activities that will meet the national objective of benefit to low and moderate income persons
  - d) if applicable, the proposed CDBG-MIT activities likely to result in displacement and the entity's anti-displacement and relocation plan
4. Provide citizens with reasonable advance notice of, and opportunity to comment on, proposed activities in an application to the state and, for grants already made, activities which are proposed to be added, deleted or substantially changed from the entity's application to the state. Substantially changed means changes made in terms of purpose, scope, location or beneficiaries as defined by criteria established by the state; and
5. These outreach efforts may be accomplished through one or more of the following methods:
  - a) Publication of notice in a local newspaper—a published newspaper article may be used so long as it provides sufficient information regarding program activities and relevant dates;
  - b) Notices prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups;
  - c) Posting of notice on the local entity website (if available);
  - d) Public Hearing; or
  - e) Individual notice to eligible cities and other entities as applicable using one or more of the following methods:
    - Certified mail
    - Electronic mail or fax
    - First-class (regular) mail
    - Personal delivery (e.g., at a Council of Governments [COG] meeting)

## PUBLIC HEARING PROVISIONS (IF APPLICABLE)

If a public hearing is scheduled and conducted by a CDBG-MIT applicant or recipient, the following public hearing provisions shall be observed:

1. Furnish citizens information, including but not limited to:
  - (a) The amount of CDBG-MIT funds available per application;
  - (b) The range of activities that may be undertaken with the CDBG-MIT funds;
  - (c) The estimated amount of the CDBG-MIT funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate-income persons; and
  - (d) The proposed CDBG-MIT activities likely to result in displacement and the unit of general local government's antidisplacement and relocation plans required under 24 CFR 570.488.

2. Public notice of any hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice MUST include the DATE, TIME, LOCATION and TOPICS to be considered at the public hearing. A published newspaper article may also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and an applicant must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to each hearing.
4. When a considerable number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter will be present to accommodate the needs of the non-English speaking residents.
5. City may conduct a public hearing via webinar if they also follow the provisions above. If the webinar is used to conduct a public hearing, a physical location with associated reasonable accommodations must be made available for citizens to participate so as to ensure that those individuals without necessary technology are able to participate.
6. If applicable, the locality must retain documentation of the hearing notice(s), attendance lists, minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three years after the project is closed out. Such records must be made available to the public in accordance with Chapter 552, Government Code.

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Brooks Bass, Mayor  
City of Freeport

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Date

**LA CIUDAD DE FREEPORT  
PLAN DE PARTICIPACIÓN DEL CIUDADANO  
TEXAS GENERAL LAND OFFICE (GLO) PROGRAMA DE MITIGACION (CDBG-  
MIT) BLOQUE DE DESARROLLO COMUNITARIO**

**PROCEDIMIENTOS DE QUEJAS**

Estos procedimientos de queja cumplen con los requisitos del Programa de Recuperación de Desastres (CDBG-MIT) y los Requisitos de Gobiernos Locales del Código de Regulaciones Federales (CFR §570.486). Los ciudadanos pueden obtener una copia de estos procedimientos en la ciudad de Freeport, 200 W. 2nd Street. Freeport, TX 77541, 979-233-3526 (Teléfono) durante las horas de negocio.

A continuación se presentan los procedimientos formales de quejas y quejas en relación con los servicios prestados en el marco del proyecto (s) CDBG-MIT.

1. Una persona que tenga una queja o queja acerca de cualquier servicio o actividad con respecto al (los) proyecto (s) CDBG-MIT, si se trata de un proyecto (s) CDBG-MIT propuesto, en curso o terminado, presentar dicha queja o queja, por escrito al 200 W. 2nd Street, Freeport, TX 77541 o puede llamar a 979-233-3526 (teléfono).
2. Una copia de la queja o queja será transmitida por el Administrador de la ciudad a la entidad que es el sujeto de la queja o queja y al Abogado de la ciudad dentro de los cinco (5) días hábiles después de la fecha de la queja o queja fue recibida .
3. El Administrador de la ciudad completará una investigación de la queja, si es factible, y proporcionará una respuesta escrita a tiempo a la persona que hizo la queja o queja dentro de diez (10) días.
4. Si la investigación no puede completarse dentro de los diez (10) días hábiles por no. 3 anterior, la persona que hizo la queja o queja será notificada por escrito dentro de los quince (15) días cuando sea posible después de recibir la queja o queja original y detallará cuándo debe concluirse la investigación.
5. Si es necesario, la queja y una copia escrita de la investigación posterior serán enviadas al programa CDBG-MIT para su revisión y comentario.
6. Si es apropiado, proporcione copias de los procedimientos de quejas y respuestas a las quejas en inglés y español, u otro idioma apropiado.

**ASISTENCIA TÉCNICA**

Cuando se le solicite, la ciudad proporcionará asistencia técnica a grupos que sean representativos de personas de ingreso bajo o moderado en el desarrollo de propuestas para el uso de fondos de CDBG-MIT. La ciudad, basado en las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, determinará el nivel y tipo de asistencia.



## ESFUERZOS PUBLICOS

La ciudad proporcionará un aviso público razonable, evaluación, examen y comentario sobre las actividades propuestas para el uso de fondos de CDBG-MIT. Estos esfuerzos incluirán:

1. Proveer y fomentar la participación ciudadana, en particular por personas de ingresos bajos y moderados que residen en áreas de tugurios o áreas deterioradas y áreas en las cuales se proponen utilizar fondos de CDBG-MIT;
2. Asegurar que los ciudadanos tendrán acceso razonable y oportuno a las reuniones locales, información y registros relacionados con el uso propuesto y real de fondos de CDBG-MIT por parte de la entidad;
3. Proporcionar información a los ciudadanos, incluyendo pero no limitado a:
  - a) la cantidad de fondos CDBG-MIT que se espera estén disponibles
  - b) la gama de actividades que se pueden emprender con los fondos CDBG-MIT
  - c) el monto estimado de los fondos CDBG-MIT que se propone utilizar para actividades que cumplan el objetivo nacional de beneficio para personas de ingresos bajos y moderados
  - d) si procede, las actividades propuestas de CDBG-MIT que puedan resultar en desplazamiento y el plan de desplazamiento y deslocalización de la entidad
4. Proporcionar a los ciudadanos un aviso anticipado razonable y la oportunidad de comentar sobre las actividades propuestas en una solicitud al estado y, para las subvenciones ya realizadas, actividades que se proponen agregar, eliminar o cambiar sustancialmente de la aplicación de la entidad al estado . Cambios sustanciales significa cambios hechos en términos de propósito, alcance, ubicación o beneficiarios según lo definido por los criterios establecidos por el estado; y
5. Estos esfuerzos de divulgación pueden lograrse a través de uno o más de los siguientes métodos:
  - a) Publicación de un aviso en un periódico local: se puede utilizar un artículo de periódico publicado siempre que proporcione información suficiente sobre las actividades del programa y las fechas pertinentes;
  - b) Avisos destacados en edificios públicos y distribuidos a las Autoridades Locales de Vivienda ya otros grupos comunitarios interesados;
  - c) Publicación de aviso en el sitio web de la entidad local (si está disponible);
  - d) Audiencia pública; o
  - e) Notificación individual a ciudades elegibles y otras entidades según sea aplicable usando uno o más de los siguientes métodos:
    - Correo certificado
    - Correo electrónico o fax
    - Correo de primera clase (normal)
    - Entrega personal (por ejemplo, en una reunión del Consejo de Gobiernos [COG])

### DISPOSICIONES PARA LA AUDIENCIA PÚBLICA (SI ES APLICABLE)

Para cada audiencia pública programada y conducida por un solicitante o receptor de CDBG-MIT, se observarán las siguientes disposiciones de audiencia pública:

1. Proporcionar a los ciudadanos información, que incluye pero no se limita a:
  - a) La cantidad de fondos de CDBG-MIT disponibles por solicitud;
  - b) El rango de actividades que se pueden realizar con los fondos de la CDBG-MIT;

- c) El monto estimado de los fondos de CDBG-MIT propuestos para ser utilizados en actividades que cumplirán el objetivo nacional de beneficiar a las personas de ingresos bajos y moderados; y
  - d) Las actividades propuestas de CDBG-MIT que probablemente resulten en desplazamiento y la unidad de los planes generales de antidesubicación y reubicación del gobierno local requeridos bajo 24 CFR 570.488
2. El aviso público de cualquier audiencia debe ser publicado por lo menos setenta y dos (72) horas antes de la audiencia programada. El aviso público debe ser publicado en un periódico local. Cada aviso público DEBE incluir la FECHA, TIEMPO, LOCALIZACIÓN y TEMAS a ser considerados en la audiencia pública. Un artículo de periódico publicado también puede usarse para cumplir este requisito, siempre y cuando cumpla con todos los requisitos de contenido y tiempo. Los avisos también deben ser destacados en los edificios públicos y distribuidos a las Autoridades Locales de Vivienda ya otros grupos comunitarios interesados.
  3. Cada audiencia pública se celebrará en un momento y lugar conveniente para los beneficiarios potenciales o reales e incluirá alojamiento para personas con discapacidades. Las personas con discapacidades deben ser capaces de asistir a las audiencias y el solicitante debe hacer arreglos para las personas que requieren ayudas auxiliares o servicios si se ponen en contacto por lo menos dos días antes de cada audiencia.
  4. Cuando un número significativo de residentes que no hablan inglés puede ser razonablemente esperado para participar en una audiencia pública, un intérprete estará presente para acomodar las necesidades de los residentes que no hablan inglés.
  5. La ciudad puede conducir una audiencia pública vía webinar si también siguen las disposiciones anteriores. Si el seminario web se utiliza para llevar a cabo una audiencia pública, debe ponerse a disposición de los ciudadanos un lugar físico con adaptaciones razonables asociadas para garantizar que los individuos sin la tecnología necesaria puedan participar.
  6. Si es aplicable, la localidad debe conservar la documentación de los avisos de audiencia, las listas de asistencia, las actas de las audiencias y cualquier otro registro referente al uso real de los fondos por un período de tres años después del cierre del proyecto. Dichos registros deben ponerse a disposición del público de conformidad con el Capítulo 552, Código del Gobierno.

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Brooks Bass, Alcalde  
La ciudad de Freeport

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Date



## City Council Agenda Item # 10

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

**Date:** September 28, 2020

**From:** Billywayne Shoemaker, Building Official

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**Staff Recommendation:**

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

**Item Summary:**

Staff originally presented this item to Council on September 8, 2020. During that meeting, Council expressed concern regarding the proposed timeframe for completion. Since then, Staff has negotiated the updated time line of 9 months.– the revised Project Schedule is included as an attachment.

The proposed agreement is to update the City of Freeport's subdivision and zoning ordinances. This represents another step in the revitalization of Freeport. The City has recently implemented a master fee schedule, re-zoned its historic downtown and completed a Strategic Community Plan. With these important items complete – and a plan to keep these documents updated – staff is ready for the next step.

If awarded, Kendig Keast will work with City staff, the Planning Commission and ultimately the City Council to develop, rewrite, and organize new Ordinances that fully supports and implements the Comprehensive Plan and current planning practices. The Planning Commission will be responsible for overseeing the development and review of the Ordinances, in cooperation with key staff and the City Attorney. The Building Official will be the primary contact point throughout the process. Upon Completion of the final draft ordinances, the Planning Commission will make a recommendation of adoption to the City Council.

**Background Information:**

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. Proposals were opened on Tuesday, February 25, 2020. After reviewing the proposal, staff recommends awarding Kendig Keast Collaborative who also recently completed the City's Strategic Community Plan .

**Special Considerations:**

A comprehensive zoning ordinance update has not occurred since 1964. The City and common standards have changed a lot in the past 60 years, thus prompting the need to update and simplify the Subdivision Ordinances, Planning and Subdivision Design Standards. 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.

**Financial Impact:**

The total proposed cost for the project is \$102, 450. The Fiscal Year 2019-2020 Budget includes \$100,000 under Code Enforcement, Other Services that may be used for this project. If awarded, staff would absorb the remaining \$2,450 into next year's budget.

**Board or 3<sup>rd</sup> Party recommendation:**

The Planning Commission reviewed and heard public input on this item September 3, 2020. The Commission voted to recommend awarding this contract to Kendig Keast Collaborative.

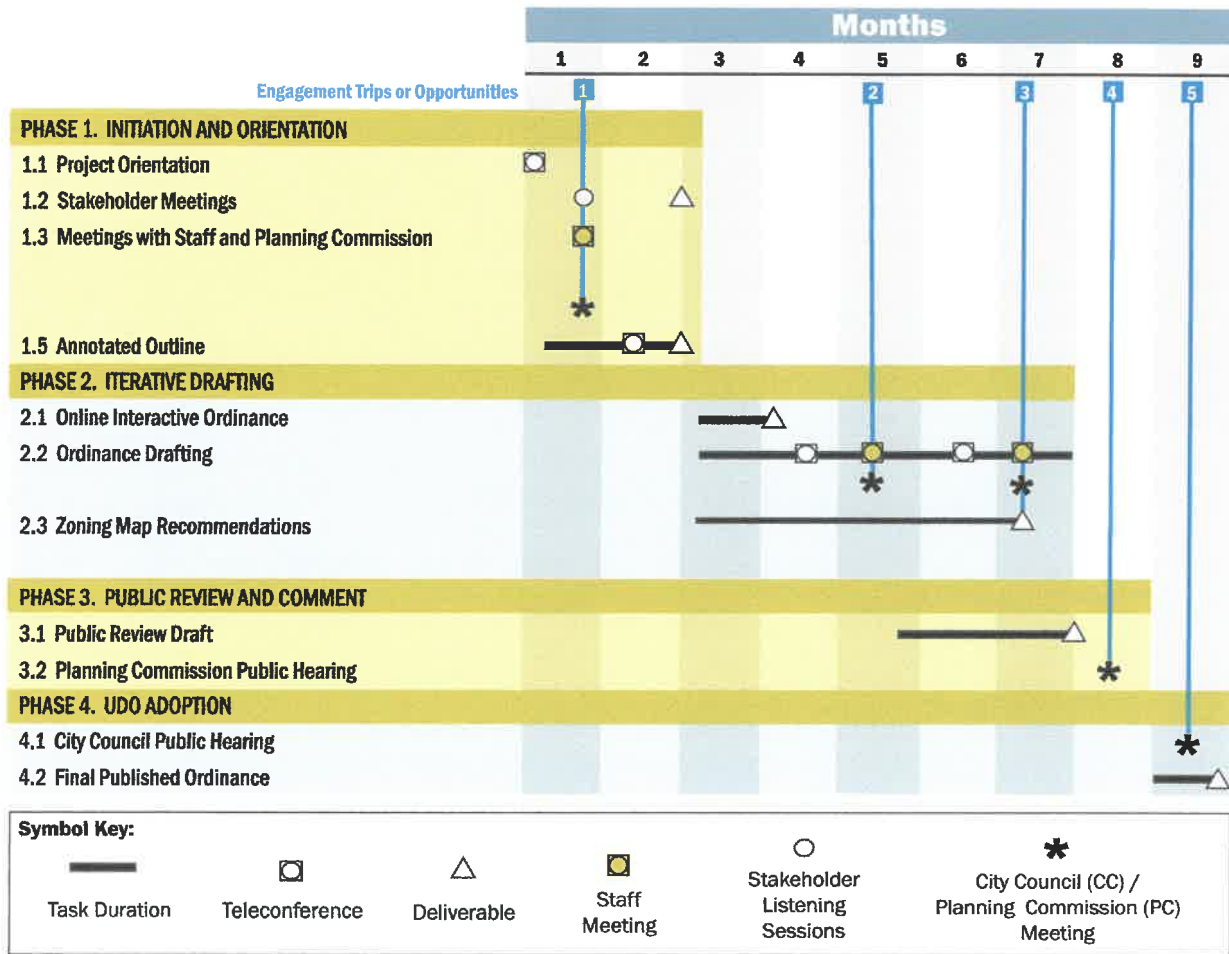
**Supporting Documentation:**

Revised Project Schedule

Professional Services Agreement with Exhibits

# City of Freeport, TX: Project Schedule

## Zoning and Subdivision Ordinances



**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 A, Scope of Services

Under contract to Freeport, the Consultant Team will provide professional planning services and zoning and land development regulation writing to assist the City in reviewing, analyzing, and rewriting the zoning (Chapter 155) and subdivision (Chapter 154) ordinances, which is organized in four phases:

1. Project Initiation and Orientation;
2. Iterative Drafting;
3. Public Review and Comment; and
4. Adoption.

This work will create a development ordinance that will include appropriate graphics, and in the online (enCodePlus™) format, internal or external hyperlinks for cross-referencing. The preparation of the zoning and subdivision ordinances will build on the Strategic Community Plan adopted by the City in February 2019.

The updated ordinances will include revised, updated, and new text additions addressing each of the respective sections of each ordinance. In particular, the new regulations will:

- Restructure and reorganize the ordinances to improve navigation, administration, and readability;
- Implement the recommendations of the Strategic Community Plan;
- Reflect recent changes in state and federal laws, including the Texas model floodplain regulations;
- Address gaps or deficiencies in the regulations identified by City staff;
- Be brought up to par relative to the latest planning practices;
- Ensure consistency within and between the ordinances, as well with other applicable City codes;
- Consolidate, create new or refine the current districts and uses, and identify recommended changes to the district boundaries on the zoning map;
- Add tables of land uses and dimensional standards;
- Consolidate and update the definitions;
- Update parking ratios based upon the recommended land use matrix; and
- Outline a table of required approval and permit procedures with identification of timing relative to other application types; which body reviews, recommends and approves applications; whether or not a public hearing is required; and cross-references to applicable ordinance sections.

The Consultant Team's project involvement and facilitation will be carried out according to the provisions of this Scope of Services and contingent upon the support of City staff to make the best use of the available budget. The City's Assistant City Manager will be the Project Director and will manage the overall process and collaborate with the Consultant Team in performing the project services. The Consultant Team will rely on the City Attorney to provide all necessary legal review and support on behalf of the City (i.e., the Consultant Team is not expected to provide or budget for separate legal counsel for the project).

### Project Administration

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

- A project kick-off teleconference with key City staff (following receipt of written Notice to Proceed), to review the Scope of Services, schedule, data/ information needs, and project logistics (see Task 1).



- Monthly submittal of written progress reports in conjunction with each invoice. These reports will describe the project status, and document significant work accomplished and activities scheduled for the next progress report period. The report will also document any modifications to any tasks, deliverables, or meeting attendance specified in this scope of services, or on the project duration and/or total compensation specified in our agreement.
- Preparation and maintenance throughout the project of a schedule, including due dates for all deliverables, anticipated meeting dates, plus specified review/comment timeframes to ensure adequate time for City review/approval of deliverables.

Frequent communication and coordination with the City's Project Director by email, phone, and written correspondence, as appropriate.

### **City Support Services**

The City will provide administrative and technical support services to assist the Consultant Team in performing this Scope of Services for updating the zoning and subdivision ordinances. The support services to be provided by City Staff will include the following types of general services and specific tasks for the planning program:

- Identify a single individual as the City's Project Director, who will serve as a primary point of contact and source of day-to-day work program direction for this collaborative regulatory drafting effort involving both City and Consultant personnel, resources, and capabilities.
- Upon request, provide all available data, maps, air photos, spatial data, previous reports/plans/studies/ordinances, data sets and GIS coverages and layers already developed/maintained by the City for its entire planning area, and other information that is available to the City in digital or printed format, which may be pertinent and necessary for development of the project. Prompt compilation and delivery of such resource materials to the Consultant Team may be an essential prerequisite for initiation of the regulatory drafting process and timely progress on various initial public meeting and diagnostic tasks.
- Make affected or related entities or organizations aware of the project and the process for developing the regulations, as needed.
- Ensure that key City personnel and appointed and elected officials will participate as needed in the process and be available upon request, through arrangements made by the City's Project Director, to provide information and referrals and offer opinions, insights, and suggestions that are necessary for development of the various aspects of the project. This will include potential formal or informal meetings and a briefing with the City Council during Task 2.2.
- Reproduce and forward each draft deliverable provided via e-mail by the Consultant Team to the STT and other project participants as appropriate. In addition, each draft deliverable will be provided to the Planning Commission and City Council for courtesy review and discussion as the project proceeds. The City's Project Director may provide briefings to the City Council or other bodies at regular intervals throughout the process.
- Provide three-ring binders with section dividers for each Planning Commission member and applicable STT members for purposes of organizing and maintaining materials throughout the process.
- Consider and act on all deliverables and other interim work items submitted by the Consultant Team that require City review, comments or approval within a reasonable period of time so as to enable the Consultant Team to complete the work on schedule. Specific timeframes for such City response will be incorporated into a detailed project schedule.

- Provide the Consultant Team written summaries and copies of any handouts/materials from all project-related meetings not attended by the Consultant Team.

## SCOPE OF SERVICES

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### Phase 1, Project Initiation and Orientation

- 1.1. Project Orientation. Meet via teleconference with the Project Director and other applicable staff to:
- Establish communications, scheduling, file format, and administrative protocols;
  - Receive data and information requested by the Consultant Team, e.g., history of zone changes and variances, GIS zoning files, etc.);
  - Lay out a schedule for the project outlining the deliverable and meeting dates, adequate time for review and discussion, and periods for revisions and resubmittals;
  - Discuss the arrangements and dates for the stakeholder meetings.
    - *Deliverable(s)*: Project schedule.
    - *Meeting(s)*:
      - One teleconference.
      - Trip No. 1 for field reconnaissance only (non-public)
- 1.2. Stakeholder Meetings.
- Lead discussions with groups of stakeholders as to their experiences, perspectives, and input to the update of the zoning and subdivision ordinances. The meetings will include:
    - Four, 50-minute video-conference meetings with groups of eight to 12 participants; and
    - Recorded notes of conversations and responses.
  - The responsibilities of City staff are to:
    - Identify the topical groups and invitees, commonly including local business owners and tenants, developers and builders, brokers, financing institutions, design professionals, development applicants, and interested others identified by the City's Project Director;
    - Mail invitations three weeks in advance of the meeting dates, follow up for confirmation by email or telephone, and call two days before the video-conferences to remind and confirm attendance; and
    - Develop a list of all individuals confirmed for each session.
      - *Deliverable(s)*: Summary of stakeholder input.
      - *Video-Conference Meetings*: Stakeholder conversations.

1.3. Meetings with Staff and the Planning Commission.

- Attend a video-conference with the Staff Technical Team (STT) to clearly understand current processes, procedures, and practices, as well as to gain a firsthand understanding of the limitations or problems with the administration and enforcement of the Zoning and Subdivision ordinances;
- Present an introduction to the project via video-conference before the Planning Commission, which may be held jointly with the City Council, Board of Adjustment, and Urban Renewal Agency, including the project scope and timeline, summarize the findings of the stakeholder meetings, and to initiate dialog as to the key planning and regulatory issues to be addressed in the ordinance rewrite.
  - *Deliverable(s)*: PowerPoint presentation for the Commission/Joint meeting.
  - *Video-Conference Meetings*:
    - STT
    - Joint Commission/Council/BOA/URA

1.4. Annotated Outline.

- Prepare annotated outline, which makes recommendations about the proposed ordinance organization and content.
- Discuss the Annotated Outline via video-conference with the Project Director.
  - *Deliverable(s)*:
    - Annotated Outline
  - *Meeting(s)*:
    - Teleconference with the Project Director

**Phase 2, Iterative Drafting.**

2.1. Online Interactive Ordinance.

- Design and build the site framework, including the homepage, page layout and stylesheet, and preliminary outline. Standard features include:
  - 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
  - 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

- Introduce and train staff on the use of the password-protected Maintenance Module for providing comments and editing the draft development ordinances. The City will have licensed access to the software as spelled out in the Agreement.
  - *Deliverable(s)*: Password-protected web-based project site
  - *Meeting(s)*: No meetings are required for this task.

Optional Deliverables (enCodePlus Features):

- Interactive online GIS Zoning Map
  - Standard = \$3,000 one-time; \$3,000 maintenance (interactive zoning map)
  - Advanced = \$4,500 one-time; \$3,500 maintenance (interactive zoning map with Brazoria County Appraisal District parcels and data, address search, zoning regulations by address, ordinance to text links, and parcel buffer tool)
  - Premium = \$6,500 one-time; \$4,500 maintenance (Advanced features plus land use lookup and Multiple Listing Service)
- Land use lookup (\$2,500 one-time)
- AppTrak+ online application tracking (\$5,500 one-time)
- Landscaping and screening calculator (\$2,500 one-time)
- Sign calculator (\$2,500 one-time)
- Parking calculator (\$2,500 one-time)
- Development Yield calculator (\$2,500 one-time)
- Fee calculator (\$2,500 one-time)

2.2. Ordinance Drafting.

- Draft the development ordinance (including Chapters 154, Subdivisions, and Chapter 155, Zoning) in two modules to facilitate discussion with the STT and Planning Commission.
- Develop regulatory language based on the input received at meetings, through coordination with the STT, and through field study.
- Build the online, interactive functionality, including tags of all definitions and cross-references for the purpose of internal/external hyperlinking.
  - *Deliverables*:
    - Password access to enCodePlus.
    - Two draft modules of the development ordinance published online and delivered in Adobe PDF for electronic distribution and posting on the project website by the City.
    - One round of revisions for each draft module following the review and receipt of comments and suggested revisions from the STT and Planning Commission.
    - Revised draft modules assembled into a Public Review Draft.
  - *Video-Conference or Trip Nos. 2 and 3*: A series of meetings will be held for each module including:
    - A teleconference with the City's Project Director during the drafting of each module;
    - A meeting with the STT held prior to Commission meetings;
    - As necessary, meetings with interest groups;
    - A work session with the Planning Commission to present and discuss the draft ordinance module; and
    - A Council briefing to coincide with Trip No. 2.

### 2.3. Zoning Map Recommendations.

- Compare the zoning district boundaries with the current zoning map and the Future Land Use Map included in the Strategic Community Plan.
- Recommend zoning boundary adjustments for review by the Planning Commission and City Council.
  - *Deliverable(s):*
    - Memorandum with a map denoted with recommended changes.
    - Optional – On-line GIS interactive zoning map added to the Online Interactive Development Ordinance (see Optional Deliverables under Task 2.1)

## **Phase 3, Public Review and Comment.**

### 3.1. Public Review Draft.

- Prepare a public review draft of the new development ordinance to facilitate final reviews of the STT and Planning Commission.
- Create a presentation that overviews the key features and changes of the new development ordinance.

### 3.2. Planning Commission Public Hearing.

- Present the draft Development Ordinances to the Planning Commission.
- Receive and record public and Commission input.
  - *Deliverable(s):*
    - Public Review Draft of the development ordinance delivered in Adobe PDF
    - PowerPoint presentation
    - Archive the redline version of the document
  - *Video-Conference or Trip No. 4 Meeting:*
    - STT final review
    - Planning Commission public hearing

## **Phase 4, Adoption.**

### 4.1. City Council Public Hearing.

- Create the Public Hearing Draft based on the input received and recommendations provided by the Planning Commission.
- Attend a City Council public hearing to present the final Development Ordinance.
- Make necessary edits based on the input received and direction provided by the Council.

### 4.2. Final Published Ordinance.

- Publish the adopted ordinance in the online interactive format.
- Produce and provide electronic files.
  - *Deliverable(s):*
    - Electronic files in MS Word and Adobe PDF
    - Password access to enCodePlus
  - *Trip No. 5 Meeting:*
    - City Council public hearing

## Optional Phase 5, Recodification of Code of Ordinances

The scope of work for a two-phase project is outlined below.

### 5.1. Legal Review and Conference

enCodePlus, LLC hereby offers to perform legal review and implementation services for the City of Freeport, including:

- *Material Included.* Code of Ordinances (Titles I – XV).
- *Legal Review.* An attorney will conduct a title-by-title legal review, including recently enacted ordinances, if they have not been codified. The review will identify obsolete provisions, conflicts and inconsistencies with current state statutes, as well as conflicts with other code sections. State law citations will be checked and necessary changes and additions will be noted. If the City’s concerns are more narrowly defined, the scope of review may be limited to selected chapters or just state law references.

The legal review will result in a legal memorandum that includes recommendations for curing conflicts, deleting obsolete provisions, and other “housecleaning” measures. The legal memorandum will show the attorney’s recommendations as footnotes, with comments, strikethroughs and underlines within the code text, which will allow you to see the context of the issues and recommendations. Comments on ordinances not-yet-codified will appear as endnotes to the legal memorandum. It will be delivered in electronic form. All recommendations are intended for the use of an attorney and are not to be considered legal advice to a layperson.

- *Conflicts.* Most conflicts arise over time, and are caused by changes in other bodies of law, such as the state statutes. The state continually revises its statutes and ordinances based upon previous authority, which may cause conflicts with the state law despite no change to the local law. In order to ensure that a code is adequately maintained, we recommend a complete legal review every five to 15 years, depending upon the number of ordinances passed and the extent to which the state statutes have changed since the last review.
- *Staff of Attorneys.* A staff of full-time attorneys will be used to provide legal services. The attorneys are well-versed in local government law and in areas of concern with regard to codification. They also have the benefit of knowledge gained from experience working with many local governments.
- *Conference.* Within 30 days of the City’s receipt of the Legal Memorandum, an attorney will schedule a conference (via teleconference or video-conference), to discuss the findings of the Legal Memorandum. The discussion should include all interested officials, as their participation will help expedite implementation of the approved recommendations.
- *City Responsibility.* The client agrees to:
  - *Review Legal Memorandum.* The City shall review the legal memorandum and modify and/or approve the proposed changes, including notations to review during the conference.
  - *Participation of Attorney.* The City will ensure the City Attorney and other interested personnel will attend and participate in the project, including teleconference meetings, and will review the recommended changes. The City Attorney shall provide approval of items to be implemented in the Code.

### 5.2. Implementation

- *Editorial Work in the enCodePlus Database.* The editorial work on the Code will include the following:

- *Prepare Legal Review Findings.* All approved recommendations will be implemented into the Code database as outlined in the legal memorandum.
  - *Incorporate Ordinances.* The ordinances enacted subsequent to the latest ordinance included in the existing code, may be incorporated into the recodification as appropriate. The amended or repealed provisions will be removed and the new provisions inserted.
  - *History Notes.* History notes from the existing Code will be maintained in the new Code. New notes will be added for each section during the project. The note will indicate the source from which the section is derived. History notes are placed at the end of the section being amended.
  - *Adopting Ordinance.* An adopting ordinance will be provided upon completion of the project.
- *Online Proofs.* After the editorial work is complete, the database proof will be submitted to the City for review. Once the changes have been approved and officially adopted, they will be published live via the enCodePlus™ platform.

4.3. Proposed Cost. Provided upon request.

**Optional Phase 6, Supplemental Services**

KKC will provide a budget for these services upon request.

- *Adoption Follow Up.* Upon adoption and first year administration of the new Development Ordinance, KKC may provide consultant assistance, as follows:
  - *Assemble Staff Notes.* During the initial term of administration, staff of different Town departments will likely make note of wording or dimensional changes or other provisional adjustments as record for consideration of amendments. KKC would assemble these notes, developed by Town staff in a written and consistent form, evaluate them as to warranted amendments, and then draft a recommended amendments memorandum.
  - *Performance Audit.* An audit will be conducted to validate the success of the ordinances in achieving certain performance measures, including the gain in efficiency in processing applications toward approval and the quality of development procedures and outcomes. The results of the audit will be included in the Recommended Amendments Memorandum.
  - *Recommended Amendments Memorandum.* After pulling the staff notes together and analyzing them for any conflicts or inconsistencies, KKC will draft a memorandum outlining the recommended amendments, together with required changes elsewhere in the ordinances or Town Code to ensure their integrity. This memorandum may be presented to the Planning Commission and Council to provide technical guidance.
  - *Draft Amendments.* Based on the above memorandum, KKC will draft the warranted amendments in legislative format for staff review. Upon confirmation of the amendments, Town staff will present them to the Planning Commission and Council for recommendation and adoption. KKC will be available to present the amendments on an Add-Alternate basis. Once adopted, the amendments will be approved and published in enCodePlus, with an archive created of the former ordinance.
- *Codification Health Check.* To ensure that the ordinances have been amended and codified properly, a health check will be conducted by enCodePlus staff. The check will review the format and language of amendments, their consistency with state and federal law, correct numbering, history notes, the effective date, and whether the ordinances are footnoted and hyperlinked within the document.

- *enCodePlus Enhancements.* The Town may opt to request custom enhancements to the software to meet certain demands of Town users, such as use and history reporting or additional features. These will be on a case-by-case basis.
- *Two and Five-Year Updates.* To maintain the integrity of the ordinances and to keep them current with legal and regulatory changes and the latest trends, and to amend them as necessary, KKC will perform a comprehensive assessment and conduct warranted updates.



**enCodePlus Upgrades**

Simultaneous with Phase 3, the City may opt to upgrade enCodePlus to include any or all of the features outlined below. These bundles or a la-carte prices will remain for the duration of the Agreement.

A la-carte Zoning Tools		
Available Features	Price	
	One-Time	Annual
<b>Calculators</b>		
Bufferyards	\$ 2,750	\$ -
Development Yield	\$ 2,750	\$ -
Fees	\$ 2,750	\$ -
Floor Area Ratio (FAR)	\$ 2,750	\$ -
Landscaping/Screening	\$ 2,750	\$ -
Parking	\$ 2,750	\$ -
Shared Parking	\$ 2,750	\$ -
Signage	\$ 2,750	\$ -
Tree Replacement	\$ 2,750	\$ -
<b>GIS</b>		
Code to Map Links		
Interactive Map		
Search by Address		
<b>Advanced GIS</b>	\$ 4,500	\$ 4,000
Land Use Lookup	Subscription	
Multiple Listing Service		
Parcel Buffer Tool		
<b>Premium GIS</b>	\$ 6,500	\$ 4,500
<b>Other Features</b>		
Best Bets	\$ 2,500	\$ 0
Definition Library	\$ 0	\$ 750
eReader	\$ 500	\$ 500
Escrow	\$ 750	\$ 1,000
FAQ	\$ 1,250	\$ 0
Ordinance Research Tool	\$ 0	\$ 750
Multiple Listing Service	\$ 1,250	Subscription
Site Navigator	\$ 750	\$ 500
Section Tags	\$ 1,500	\$ -

Zoning Bundles	
Available Features	
<b>Citizen</b>	
Digital Summary	X
eReader	X
FAQ	X
Site Navigator	X
One-Time	\$10,800
Annual	\$1,500
<b>TOTAL</b>	<b>\$12,300</b>
<b>Builder / Developer</b>	
AppTrak+	X
Calculators (7)	X
GIS	X
Land Use Lookup	X
Multiple Listing Service	X
One-Time	\$31,800
Annual	\$8,350
<b>TOTAL</b>	<b>\$40,150</b>
<b>Planner</b>	
Calculators (7)	X
Definition Library	X
GIS	X
Land Use Lookup	X
Legal Research	X
Training	X
One-Time	\$26,200
Annual	\$7,500
<b>TOTAL</b>	<b>\$33,700</b>

**Project Budget**

<b>FREEPORT, TEXAS ZONING AND SUBDIVISION ORDINANCES</b>				
<b>Key Personnel</b>	<b>Principal</b>	<b>Project Manager</b>	<b>Associate</b>	<b>TOTAL</b>
Title				
<b>Scope Tasks</b>				
<b>Phase 1. Project Initiation and Orientation</b>				
1.1 Project Orientation				\$1,760
1.2 Stakeholder Meetings				\$3,700
1.3 Meetings with Staff and Planning Commission				\$2,320
1.4 Annotated Outline				\$2,900
<b>Subtotal</b>				<b>\$10,680</b>
<i>Direct Expenses</i>				\$595
<b>TOTAL FOR TASK 1</b>	<b>\$3,660</b>	<b>\$5,220</b>	<b>\$1,800</b>	<b>\$11,275</b>
<b>Phase 2. Interactive Drafting</b>				
2.1 Online Interactive Ordinance		Waived		\$0
2.2 Ordinance Drafting				\$52,900
2.3 Zoning Map Recommendations				\$2,460
<b>Subtotal</b>				<b>\$55,360</b>
<i>Direct Expenses</i>				\$832
<b>TOTAL FOR TASK 2</b>	<b>\$16,800</b>	<b>\$26,680</b>	<b>\$11,880</b>	<b>\$56,192</b>
<b>Phase 3. Public Review and Comment</b>				
3.1 Public Review Draft				\$20,580
3.2 Planning Commission Public Hearing				\$5,440
<b>Subtotal</b>				<b>\$26,020</b>
<i>Direct Expenses</i>				\$1,027
<b>TOTAL FOR TASK 3</b>	<b>\$7,200</b>	<b>\$14,500</b>	<b>\$4,320</b>	<b>\$27,047</b>
<b>Phase 4. UDO Adoption</b>				
4.1 City Council Public Hearing				\$3,700
4.2 Final Published Ordinance				\$3,400
<b>Subtotal</b>				<b>\$7,100</b>
<i>Direct Expenses</i>				\$835
<b>TOTAL FOR PHASE 4</b>	<b>\$2,400</b>	<b>\$2,900</b>	<b>\$1,800</b>	<b>\$7,935</b>
<b>TOTAL For All Phases (without Options)</b>				<b>\$102,450</b>

**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

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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 Licensed 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 support<sup>1</sup>.
- 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").

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<sup>1</sup> 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
<b>License, Maintenance and Support</b>		
License and Maintenance	Annual	(\$4,500)
Support	Two Hours	\$0
	Additional Hours	\$150
<b>TOTAL</b>		<b>\$0</b>
<b>Payment Schedule</b>		
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"> <li>• Adobe PDF Generator</li> <li>• Auto-Numbering / Tracking</li> <li>• Boolean Search</li> <li>• Categorization Tags</li> <li>• Codification Tool</li> <li>• Collaborative Drafting</li> <li>• Commenting</li> <li>• Content Management</li> <li>• CSS Stylesheet</li> <li>• Dynamic Tables</li> <li>• Email Notification</li> <li>• e-Reader</li> <li>• Google Analytics</li> <li>• In-Line Graphics and Tables</li> </ul> | <ul style="list-style-type: none"> <li>• Internal Hyperlinking</li> <li>• External Hyperlinking</li> <li>• Microsoft Word Exporter</li> <li>• Mobile Device Access</li> <li>• My Favorites</li> <li>• Pop-Up Definitions</li> <li>• Social Media Links</li> <li>• Real-Time Web Publishing</li> <li>• Track Changes</li> <li>• User Guide and Tutorials</li> <li>• Version Management</li> <li>• Video Animation</li> <li>• Web Content Accessibility Compliance</li> </ul> |
|---|---|

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
<p>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</p> <p><i>With copy to:</i>  William G. Harger, Attorney at Law  William G. Harger &amp; Associates, PLLC  704 Main Street  Richmond, Texas 77469  Tel: (281) 202-6000  Email: harger@hargerlaw.com</p>	<p>Tim Kelty, City Manager  City of Freeport  200 W. 2nd Street  Freeport, TX 77541  Tel: 979.233.3526  Email: tkelty@freeport.tx.us</p> <p><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</p>

Account Management	Financial Services Department
<p>Kim Keast, Business Manager  enCodePlus, LLC  1415 Highway 6, Suite D-100  Sugar Land, TX 77478  Tel: (281) 302-5847  Email: kim@encodeplus.com</p>	<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> <p>Tel: _____  Email: _____</p> <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> <p>Tel: _____  Email: _____</p>

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



## City Council Agenda Item # 11

**Title:** Consideration of a Resolution approving and adopting a budget for the Freeport Economic Development Corporation for FY2020-2021

**Date:** September 28, 2020

**From:** Stephanie Russell, ACM/Finance Director & Courtland Holman, FEDC Exec. Director

**Staff Recommendation:**

Staff recommends approval of the Resolution.

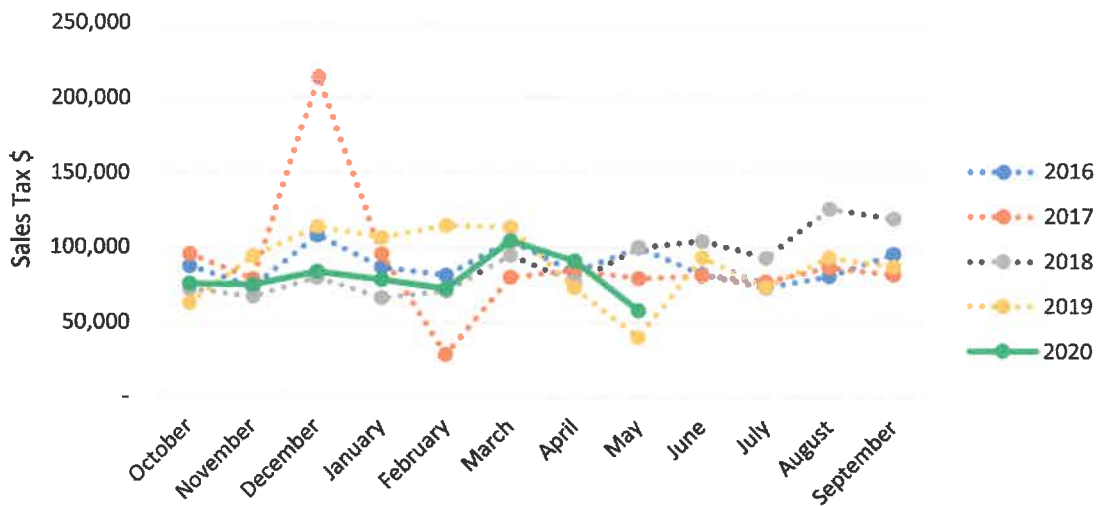
**Item Summary:**

The Freeport Economic Development Corporation FY2020-2021 Proposed Budget was originally presented to the Board on August 18, 2020 and approved September 15, 2020. The Proposed Budget has been developed utilizing the Strategic Plan recently approved by the Board.

***Revenue - 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.

**FEDC Sales Tax Revenue by Year**



- Additionally, the City entered into a 29 – month payback agreement of \$18,402 for the first 28 months and \$18,380.43 for the last month to refund a taxpayer that overpaid \$533,636.43 in local sales. The annual impact to the FEDC is \$36,804 or \$3,067 a month.

Fiscal Year	Total	City	FEDC
2019-2020	27,603	18,402	9,201
2020-2021	110,412	73,608	36,804
2021-2022	110,412	73,608	36,804
2022-2023	110,412	73,608	36,804
2023-2024	110,412	73,608	36,804
2024-2025	64,385	67,460	33,730
<b>TOTAL</b>	<b>533,636</b>	<b>355,758</b>	<b>177,879</b>

### *Salaries and Benefits*

- A placeholder has been proposed for the Director and new position. A 10% allowable increase and a 5% allowable increase for the new position is proposed to be implemented at the discretion of the board except for COLA increases.
- The City solicited proposals for renewal of Group Medical Insurance and will realize a five percent decrease medical insurance premiums. Part of these savings are proposed to be used to increase its contribution towards dependent medical insurance from 20 to 40 percent.
- The contribution to the Texas Municipal Retirement System (TMRS) has been decreased due the decrease in rates starting January 1, 2020.
- Unemployment Insurance was previously accounted for under the City’s General Fund but is proposed to be allocated according to Department, including the Corporation.

### *Professional Services*

- In addition to the recurring contracts, a placeholder has been proposed for the Board to consider funding a Downtown Revitalization Plan, Parks Master Plan, Annexation Study, and Grocery Study.

### *Special Projects*

- Included under Special Projects, a placeholder has been proposed for the Board to consider funding Business Improvement Grants, additional Popup Boxes, a Living Brazos project, and miscellaneous grants.

### *Other Services*

- Funding is proposed for a is a placeholder for the Board to consider funding an Economic Development Video in addition to the recurring contracts for the website and GIS application.

### *Debt Service*

- The Corporation paid off its debt service in FY2019-2020. No new debt service is proposed in FY2020-2021.

**Capital Outlay**

- In FY2019-2020 the Corporation entered into a 380 Agreement with the City for assistance with paying of its loan with the First State Bank of Clute. As part of this agreement, the Corporation must invest \$150,000 for projects, as authorized for a 4B Corporation, in FYE2020 and FYE2021.

Overall, net Revenue less Expenditures for the period is negative \$110k, however; the ending Fund Balance is projected to be over \$407k.

**Background Information:**

Section 501.073 of Texas Local Government Code requires the corporation's authorizing unit approve all programs and expenditures of a corporation.

**Special Considerations:**

A new budget for the Freeport Economic Development Corporation must be approved by Council prior to October 1<sup>st</sup> or the existing budget will remain in place.

**Financial Impact:**

Overall, net Revenue less Expenditures for the period is negative \$110k, however; the ending Fund Balance is projected to be over \$407k.

FEDC	FY19-20 Original Budget	FY20-21 Proposed Budget
Beginning Fund Balance	729,840	517,605
Revenue	1,200,120	1,070,120
Expenditures	1,170,083	1,180,189
Revenue Less Expenditures	30,037	-110,069
<b>Ending Fund Balance</b>	<b>759,877</b>	<b>407,536</b>

**Board or 3<sup>rd</sup> Party recommendation:**

The FEDC Board recommends approval of the resolution.

**Supporting Documentation:**

FEDC Proposed Budget FY2020-2021 with Line Item Detail  
Resolution



**Freeport Economic Development Corporation  
FY2020-2021 Proposed Budget**

	FY17-18 Actual	FY18-19 Actual	FY19-20 Estimate	FY19-20 Original Budget	FY20-21 Proposed Budget	Increase/ (Decrease)
<b>REVENUE</b>						
Sales Tax	1,072,577	1,067,322	958,618	1,200,000	1,070,000	(130,000)
Interest Income	-	-	-	120	120	-
Miscellaneous	4,476	2,503	-	-	-	-
Sale of Property	-	8,500	-	-	-	-
<b>TOTAL REVENUE</b>	<b>1,077,053</b>	<b>1,078,325</b>	<b>958,618</b>	<b>1,200,120</b>	<b>1,070,120</b>	<b>(130,000)</b>
<b>EXPENDITURES</b>						
<b>Salaries and Benefits</b>						
Salaries	51,178	67,238	93,150	93,150	147,070	53,920
Education Pay	-	981	1,500	1,500	3,000	1,500
Longevity	192	180	-	68	60	(8)
Auto Allowance	-	2,308	6,000	3,600	6,000	2,400
Cell Phone Allowance	-	250	600	600	1,200	600
Overtime	-	-	-	-	1,000	1,000
FICA & Medicare	4,179	5,155	6,775	7,500	12,112	4,612
Group Insurance	17,449	7,794	11,901	9,800	22,198	12,398
TMRS	8,213	10,299	13,942	14,000	22,839	8,839
Workmen's Comp	-	159	-	270	125	(145)
Unemployment	-	-	-	120	175	55
<b>Subtotal Salaries and Benefits</b>	<b>81,211</b>	<b>94,364</b>	<b>133,868</b>	<b>130,608</b>	<b>215,779</b>	<b>85,171</b>
<b>Supplies</b>						
Office- Computer Supplies	2,811	2,436	442	2,000	3,500	1,500
Postage-Shipping	50	-	46	200	200	-
Books, Publications, Subscriptions	-	197	(101)	3,000	2,000	(1,000)
Printing & reproduction	505	-	-	500	500	-
Furniture and Fixtures	-	179	-	1,000	500	(500)
Other Supplies	-	757	583	800	800	-
<b>Subtotal Supplies</b>	<b>3,366</b>	<b>3,569</b>	<b>970</b>	<b>7,500</b>	<b>7,500</b>	<b>-</b>
<b>Services</b>						
Water	-	-	-	300	300	-
Professional Services NOS	13,350	57,956	79,827	297,000	298,250	1,250
Bank Services	300	63	-	100	100	-
Professional Services, Auditor	-	-	-	4,000	4,000	-
Professional Services, Legal	26,639	41,583	34,838	30,000	30,000	-
Advertising	-	35,100	65,000	65,000	87,900	22,900
Marketing	6,443	2,500	5,000	20,000	20,000	-
Special Projects	-	24,969	2,310	267,500	300,500	33,000
Electricity	1,027	-	-	2,000	2,000	-
Other Services	47,969	1,300	10,000	43,075	38,000	(5,075)
<b>Subtotal Services</b>	<b>95,728</b>	<b>163,471</b>	<b>196,975</b>	<b>728,975</b>	<b>781,050</b>	<b>52,075</b>
<b>Miscellaneous</b>						
Seminars, Dues, Travel	610	12,737	8,928	27,000	24,860	(2,140)
Insurance, property	-	-	218	-	-	-
Other Sundry	18,710	100	1,500	1,000	1,000	-
<b>Subtotal Miscellaneous</b>	<b>19,320</b>	<b>12,837</b>	<b>10,646</b>	<b>28,000</b>	<b>25,860</b>	<b>(2,140)</b>
<b>Debt Service</b>						
Principal	838,363	277,849	774,277	160,000	-	(160,000)
Interest Expense	64,406	34,755	4,118	65,000	-	(65,000)
Due to City	-	-	50,000	50,000	-	-
<b>Subtotal Debt Service</b>	<b>902,769</b>	<b>312,604</b>	<b>828,395</b>	<b>275,000</b>	<b>-</b>	<b>(225,000)</b>
Capital Outlay	-	-	-	-	150,000	150,000
<b>TOTAL EXPENDITURES</b>	<b>1,102,394</b>	<b>586,844</b>	<b>1,170,854</b>	<b>1,170,083</b>	<b>1,180,189</b>	<b>60,106</b>
<b>NET REVENUE LESS EXPENDITURE:</b>	<b>(25,341)</b>	<b>491,481</b>	<b>(212,236)</b>	<b>30,037</b>	<b>(110,069)</b>	<b>(190,106)</b>
<b>BEGINNING FUND BALANCE</b>	<b>263,701</b>	<b>238,360</b>	<b>729,840</b>	<b>729,840</b>	<b>517,605</b>	
<b>ENDING FUND BALANCE</b>	<b>238,360</b>	<b>729,840</b>	<b>517,605</b>	<b>759,877</b>	<b>407,536</b>	
25% Operating Reserve	275,599	146,711	292,713	292,521	295,047	
<b>Unassigned Fund Balance</b>	<b>(37,239)</b>	<b>583,129</b>	<b>224,891</b>	<b>467,357</b>	<b>112,488</b>	



**RESOLUTION NO. 2020-2659**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, APPROVING AND ADOPTING A BUDGET FOR THE FREEPORT ECONOMIC DEVELOPMENT CORPORATION FOR FISCAL YEAR 2020-2021; PROVIDING FOR THE INCORPORATION OF A PREAMBLE; MAKING CERTAIN FINDINGS AND CONTAINING CERTAIN PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, after notice required by law, on the 15th day of September 2020, the Freeport Economic Development Corporation Board proposed and adopted a budget for expenditures for the Freeport Economic Development Corporation for the 2020-2021 Fiscal Year; and

**WHEREAS**, Section 501.073 of Texas Local Government Code requires the corporation's authorizing unit approve all programs and expenditures of a corporation; and

**WHEREAS**, the City Council now finds that the proposed and adopted budget for the Freeport Economic Development Corporation for Fiscal Year 2020-2021 should be approved and adopted.

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

**Section 1.** The facts and recitations set forth in the preamble of this Resolution are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

**Section 2.** The annual budget for the Freeport Economic Development Corporation for the Fiscal Year 2020-2021 (attached hereto as Exhibit "A" and incorporated herein by reference the same as if set forth verbatim), is hereby approved and adopted. The City Secretary is hereby directed to place on said budget an endorsement to be signed by the City Secretary, which shall read as follows: "The Original Budget of the Freeport Economic Development Corporation for the Fiscal Year 2020-2021." Such budget as thus endorsed shall be kept on file in the office of the City Secretary as a public record.

**Section 3.** The necessity for making and approving a budget for the fiscal year, as required by the laws of the State of Texas, requires that this resolution shall take effect immediately from and after its passage, as the law in such case provides.

**READ, PASSED AND ADOPTED this \_\_\_\_\_ day of September, 2020.**

---

Brooks Bass, Mayor  
City of Freeport, Texas

**ATTEST:**

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Betty Wells, City Secretary  
City of Freeport, Texas

**APPROVED AS TO FORM ONLY:**

---

Chris Duncan, City Attorney  
City of Freeport, Texas

**Exhibit "A"**  
**Freeport Economic Development Corporation**  
**Fiscal Year 2020-2021 Original Budget**

<b>CATEGORY</b>	<b>EXPENDITURES</b>
Salaries and Benefits	215,779
Supplies	7,500
Services	781,050
Miscellaneous	25,860
Capital Outlay	150,000
<b>TOTAL</b>	<b>1,180,189</b>

**City of Freeport**  
**Culture, Recreation & Tourism Department**  
**Monthly Summary Report**  
**August 2020**

**FREEPORT HISTORICAL MUSEUM & VISITORS CENTER**

**Exhibits**

Outside of our online exhibits, there are no new exhibits scheduled at this time due to the facility being closed to the public. Although, research began for a virtual scavenger hunt using an online app called GooseChase for the month of September. Brainstorming discussions were held to research ideas for an October virtual exhibit.

**Rental Venues**

VIC staff cancelled or rescheduled all rentals through the end of September. We are not taking any additional reservations until further notice and looking at options to continue rentals at 50% capacity.

**Staff Updates**

This month our new Museum Coordinator, Wade Dillon was hired and participated in his first Steering Committee meeting on that same day, getting caught up to speed with exhibit and special events planning. Wade began to familiarize himself with the museum's collection and Freeport town history. His first project was to organize and begin cleaning the storage room. In doing so, Wade was able to assess what archival materials were needed to begin to secure delicate items in the museum's collection. Wade developed a list of archival suppliers and supplies to be ordered.

In addition to her regular duties at the Museum/VIC, our Administrative Secretary, Tammy Bell attended the TACVB virtual conference from Aug 11-13. She came back with fresh ideas, contacts and new ways to advertise Freeport. Tammy also continues cross training at the Water Dept. each Monday to assist as needed.

**Maintenance**

There were a few maintenance issues to report at the Museum/VIC including a broken refrigerator that was replaced and a busted pipe that flooded the restrooms. Ultimately, a plumbing company was scheduled to make the necessary repairs. Wade created a new incident report file to schedule and track maintenance, which will be our procedure going forward. In addition, the Maintenance Dept. installed a new door to the storage room, bypassing the secret door in the library and making storage more accessible for larger items.

**Revenues**

Card	\$37.89
Checks	\$1,850.00
Cash	<u>\$ 4.01</u>
<b>Total</b>	<b>\$1,891.90</b>

**Admissions (Closed to the public)**

Adult	0
Child	0
Senior	<u>0</u>
	<b>0</b>

**SPECIAL EVENTS**

In August we wrapped up our Drive-In movie series with the showing of the Lion King. We are continually meeting to brainstorm ideas to restructure our holiday events into COVID friendly versions.

While annual events this year will not likely go on as in previous years, the steering committee is actively working on new and fresh ideas that will adhere to social distancing guidelines. Examples include a Halloween auto decorating contest and movie in the park for Fall Fest, and a Christmas boat parade to the landing with fireworks to end the night. We have an online Scavenger Hunt planned for September and will have our drive-in movie that was cancelled due to inclement weather in November.

**MAIN STREET**

I am happy to report that Texas Main Street Re-certification application was completed and submitted by the deadline of August 31,2020, thanks largely to Courtland Holman, Laura Tolar, Billywayne Shoemaker and Stephanie Russell. CRT staff was intrigued by all there is to learn about our local history, and anxious to see some of that sparkle come back to downtown with the program's success. Applications will be considered by THC Commissioners at their quarterly meeting in October and formally announced at the annual Texas Downtown Conference in November.

## **FREEPORT RECREATION CENTER**

### **Capital/ Maintenance Projects**

The Basketball gym floor has been installed and completed! Members playing basketball and participating in Zumba have enjoyed and complimented the look and the feel of the new floor compared to the old. We have been researching options for a plexiglass wall/door to be installed between the front desk and the basketball gym to cut down on noise that hinders staff to hear at the front. Maintenance supervisor is researching more quotes.

In addition, lap lane anchors were installed in the swimming pool which will allow for us to have rope lanes after loosing the tiled lines with the re-surface work.

### **Before**



### **After**



### **Programs & Events**

Zumba is currently being offered on Tuesdays and Thursdays. For the first few weeks at the beginning of the month class time was 8:30am – 9:30am. Class instructor and participants then proposed that we move the time to 7am – 8am due to the start of school. We rescheduled to accommodate them, and class attendance has been steady. Classes range anywhere from 4 – 6 participants. We also continue our daily motivational campaign via social media outlets.

We are also hosting Aqua Zumba classes on Tuesdays and Thursdays at 5:30pm – 6:30pm. To date, we have only had 1 participant per class. We have had to cancel class a few times due to weather. Lap Swim is still available but to date we have had no participation.

We are brainstorming promotional programs or fitness events to help boost the Recreational Center attendance both in facility and classes. For departmental events, we have been meeting and looking to boost events for next year!

### **Statistical Data**

<u>Revenues</u>		<u>Attendance</u>	
Individual Mem	\$425.00	City Employee	1
Senior Mem	30.00	Individual Mem	61
		Senior Mem	33
<b>TOTAL</b>	<b>\$455.00</b>		<b>95</b>

### **Facebook Data**

- New Likes to Page: 47
- New Followers to Page: 48
- Page Engaged Users: 629
- Total Reached: 15,372

### **Staff Updates**

As the Recreation Center was closed for a large part of the week during installation of the new gym floor, we were happy to have FRC staff here at the Museum/Visitor Center to work on several projects. All FRC staff participated in a comprehensive online customer service training program, with the goal to introduce them to the difference between customer service and 'customer

experience'. They were also a great benefit to much of the legwork needed for the Main Street application process.

FRC staff continues to adhere to social distancing guidelines and ensure that members are provided with a safe and sanitary facility to enjoy at their leisure. Full time staff continues to work at the Water Dept. once a week on separate days for cross training on Tuesdays & Thursdays. Lifeguards are still scheduled to accommodate members that come for swim classes and will continue to do so as long as needed.

### **FREEPORT BRANCH LIBRARY**

Freeport Library programs continue to be offered through the Facebook page @FreeportLibrary. 39 children attended Storytime, children's craft or children's STEM programs through Facebook or who picked up grab-and-go activity bags during August this year which is more than double the 17 children who attended the same types of in-person programs during August last year. Since they cannot have in-person programming where we provide the materials during the program, our grab-and-go bags fill a gap by providing the materials that are needed to complete a craft or STEM activity at home while watching the demonstration on our Facebook page. This really helps out those families who would not otherwise have the materials available at home.

Multiple adult patrons have expressed their appreciation for us helping them to find just the right books for them while they are "stuck at home" and have "already read everything" from their favorite author. They happily work with patrons to find their next favorite book which is then available to pick up either in the library or through curbside pick-up. The public access computers were used 358 times during August 2020. The Freeport Library suffered some floor damages from Harvey and have recently inquired as to when repairs would be made with allocated FEMA funds. They have reached out to Chief Motley and Lance Petty to bring us all up to speed on the time frame and what needs to be done.

### **SENIOR CITIZENS COMMISSION**

There are no updates for the Month of August.



## Monthly Golf Course Report August 2020

For our monthly golf course report, I will start out by giving you our monthly goals vs actual numbers followed by details regarding the month.

	Goal	Actual	Difference
Green fee	\$14,000	\$14,985	\$+985
Cart Rental	\$8,000	\$ 9,241	\$+1,241
Merchandise	\$12,000	\$11,171	\$-829
Prep Food	\$ 900	\$420	\$-480
Beer Sales	\$ 5,500	\$6,131	\$+631
Drinks/Chips	\$ 4,000	\$3,573	\$-427
Memberships	\$ 7,000	\$12,634	\$+5,634
Total	\$51,400	\$58,155	\$+6,755

For the month of August, we are still under certain guidelines due to COVID-19. We were still under the one rider per cart unless immediate family (this has been updated October 2<sup>nd</sup> to double riders). Although this does limit our revenue some, we were still seeing our rounds increase back to our normal standards. We were also able to surpass our revenue goal by \$6,755.00. One area still affected by Covid are our tournament fundraisers. So far all have been cancelled through September.

Our membership is still showing a very strong increase over past years. We are currently at 216 members. Our rounds for the month were at 2,497. This is down about 500 rounds from last year but increasing each month during this pandemic. Merchandise also saw a growth over last month.

Overall, we are seeing signs of more and more people enjoying our city course. An incredibly positive number are the amount of families joining and making golf a fun family event.

Thank you as always

Brian

#1 Golf Course in Brazoria County

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Totals
Green Fee	12,000	11,000	11,000	11,000	10,000	15,000	18,000	17,000	17,000	15,000	14,000	14,000	165,000
Rect(taxabl)	0	0	0	0	0	0	0	0	0	0	0	0	0
Golf Cart	5,000	5,000	4,000	4,000	4,000	7,000	8,000	8,000	8,000	8,000	8,000	8,000	77,000
Merchandi	10,000	10,000	10,000	9,000	9,000	15,000	19,800	16,000	16,000	12,000	12,000	12,000	150,800
Prep Food	700	700	700	600	600	900	1,000	1,000	1,000	900	900	900	9,900
Beer Sales	4,500	4,500	4,500	3,000	3,000	6,000	8,000	7,500	7,500	5,500	5,500	4,300	63,800
Drinks/Chil	2,000	2,000	1,500	1,500	1,500	3,000	4,000	4,000	4,000	4,000	4,000	3,700	35,200
Membersrh	7,000	7,000	7,500	10,500	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	88,000
Total	41,200	40,200	39,200	39,600	35,100	53,900	65,800	60,500	60,500	52,400	51,400	49,900	589,700

Green Fee	\$ 12,005.82	\$ 11,918.50	\$ 15,515.09	\$ 4,941.00	\$ 10,741.00	\$ 16,032.00	\$ -	\$ 3,471.00	\$ 17,773.00	\$ 14,096.00	\$ 14,985.00	\$ -	\$ 121,478.41
Rect(taxabl)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Golf Cart	\$ 3,632.74	\$ 6,596.15	\$ 5,635.56	\$ 2,038.14	\$ 3,768.84	\$ 5,829.73	\$ -	\$ 1,395.48	\$ 6,427.22	\$ 5,845.67	\$ 9,241.44	\$ -	\$ 50,410.97
Merchandi	\$ 10,087.83	\$ 11,336.00	\$ 12,027.00	\$ 3,328.07	\$ 10,897.02	\$ 16,999.48	\$ 593.75	\$ 6,019.74	\$ 13,785.27	\$ 8,952.78	\$ 11,171.29	\$ 8,000	\$ 105,198.23
Prep Food	\$ 541.74	\$ 495.18	\$ 740.21	\$ 247.48	\$ 536.97	\$ 898.41	\$ -	\$ 33.51	\$ 221.24	\$ 320.39	\$ 419.50	\$ -	\$ 5,549.84
Beer Sales	\$ 5,651.22	\$ 4,917.57	\$ 5,699.14	\$ 1,834.95	\$ 3,679.60	\$ 5,492.05	\$ -	\$ 2,910.07	\$ 8,143.98	\$ 5,572.19	\$ 6,130.76	\$ -	\$ 50,031.53
Drinks/Chil	\$ 2,168.15	\$ 1,512.47	\$ 2,079.87	\$ 898.41	\$ 1,493.38	\$ 2,096.95	\$ -	\$ 1,178.19	\$ 3,510.92	\$ 3,204.10	\$ 3,573.18	\$ -	\$ 21,715.62
Membersrh	\$ 8,320.00	\$ 6,562.50	\$ 7,293.60	\$ 10,077.50	\$ 6,337.50	\$ 7,860.00	\$ 13,130.00	\$ 13,935.00	\$ 12,292.50	\$ 12,755.00	\$ 12,634.35	\$ -	\$ 111,197.95
Total	\$ 42,407.50	\$ 43,338.37	\$ 48,990.47	\$ 23,365.55	\$ 37,454.31	\$ 56,303.83	\$ 13,723.75	\$ 28,942.99	\$ 62,154.13	\$ 50,746.13	\$ 58,155.52	\$ -	\$ 465,582.55



**CITY OF FREEPORT**  
**FREEPORT FIRE & EMS DEPARTMENT**

131 East 4<sup>th</sup> Street  
Freeport, Texas 77541  
Phone (979) 233-2111  
Fax (979) 233-4103

Christopher Motley  
Chief / EMC

Mike Praslicka  
Deputy Chief  
EMS Coordinator

To: Mr. Kelty, City Manager

From: Christopher D. Motley, Fire Chief

Date: September 21, 2020

Re: August 2020

Response alarms: August: Fire - 15  
EMS - 201  
Total - 216

Significant Events:

Air Ambulance transport: 0  
Request mutual aid into the city to cover EMS response: 2 FIRE 4  
Two EMS units working calls at the same time: 22  
Three working EMS alarms: 2  
Four working EMS alarms: 0  
Transport rate: 53%

Equipment/Infrastructure:

Ambulance 906 air conditioner intermittent cooling  
Ambulance 909 Out of Service. Emergency repair at Yaklin  
Engine 903 annual maintenance

Hydrant Maintenance:

44 hydrants tested by the 3 shifts combined.  
A list of 8 hydrants that have issues has been sent to  
Jerry Meeks, Project Manager, Veolia and  
Public Works Director, Lance Petty.

Emergency Management:

Weekly conference calls for COVID-19.  
Report given to Mayor & City Council at each council meeting  
Topic: COVID-19 and Hurricane Laura  
Receive daily email communications on communicable disease  
notice from the Brazoria County Health Department. Update  
Police department CAD system with data to keep responders  
informed.  
Cleaning public buildings by FD personnel: This cleaning is the  
utilization of an aerosol spray cleaner to the affected department  
or work space of positive tested employees  
Hurricane Laura meetings twice a day at City Hall and every night  
at 2230 Hrs. with the National Weather Service and Brazoria  
County Emergency Management.

Visit us online at [www.freeport.tx.us](http://www.freeport.tx.us)  
[facebook.com/FreeportFire](https://facebook.com/FreeportFire)  
[fire@freeport.tx.us](mailto:fire@freeport.tx.us)



**CITY OF FREEPORT**  
**FREEPORT FIRE & EMS DEPARTMENT**

*131 East 4<sup>th</sup> Street*  
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*Phone (979) 233-2111*  
*Fax (979) 233-4103*

Christopher Motley  
Chief / EMC

Mike Praslicka  
Deputy Chief  
EMS Coordinator

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Freeport OEM activated its STEAR program.

Employee training for five CDL drivers for bus transportation from the City to the Angleton Hub.

All STEAR citizens have been notified and kept informed.

The supply from the State of Texas COVID 19 PPE is still in progress.

Personnel:

Fire Marshal vacancy: Hosted an interview August 20, 2020.

August 26, 2020 conduct background investigation for City and TCOLE.

Made an offer of employment contingent upon passing background, physical, and drug screen.

Status: In progress

Fire Fighter Vacancy: James Jones Completed his certification testing for TCFP and DSHS. Starting date: August 10, 2020 Assigned to Shift with a FTO: August 25, 2020.

Met with an employee who appears to be withdrawn from the group.

The employee informed me that he was looking at leaving the fire service.

Employee Testing – Accepting applications for future testing

Staff meeting with City Manager: Topic: Personnel Policy

Chapter 9, employee wage and Benefits, Section 9.01 – 9.17

Overtime/Compensatory Time, Longevity Pay, Education Pay,

Certification Pay. August 7 & 8, 2020

Public Relations: Birthday Drive-By Saturday August 22<sup>nd</sup>, O. A. Fleming



## **FREEPORT POLICE DEPARTMENT**

430 N. Brazosport Blvd • Freeport, TX 77541 • 979.239.1211 • Fax 979.239.2075

*Lt. Corey Brinkman*  
*CID Commander*

*Raymond Garivey*  
*Chief of Police*

*Capt. Danny Gillchriest*  
*Patrol Division Commander*

### **To: Mayor and Council**

During the Month of August, my officers responded to 2062 calls for service. Those calls include all crime related calls, calls for citizen assistance, Animal Control calls, citizen contact and traffic stops. Anytime an officer calls out on the radio, a call type is generated.

As confirmed COVID cases continue to rise, we are still taking precautions by requiring mask when entering our building. We also have hand sanitizer at both entrance doors for visitors to sanitize their hands before entering the building as well.

The police department also continues wearing masks if within 6 feet of another person and each employee is still required to check their temperature daily as they arrive for work. Logs were maintained and forwarded over to Human Resources.

### **Significant Incidents:**

We had a fatality accident off of highway 36 where a man, not from our area, drove off the roadway and into the waterway and drowned. During that investigation, officers found a second vehicle in this same waterway that was submerged. Upon removing the second vehicle, officers found the body of a man who had been reported missing since May.

The department also prepared to take on Hurricane Laura as she came into to the Gulf. Extra staff was added as a safety measure in case our city and citizens were affected. We were blessed and fortunate that Laura shifted slightly and our city experienced no issues or damage as a result. It was a great team effort by all departments city wide.



*To Protect, Serve, Model Integrity and Demonstrate Professionalism*

**Community Events:**

During the Month of July, due to many celebrations being cancelled because of the Corona Virus, the police department began doing "birthday drive byes" for kids in our community. This consisted of officers driving by the birthday persons house with lights and sirens on, and even a birthday song over the PA system.

We also joined the Precinct 4 Constables Office in gathering much needed supplies and delivering them to families in Louisiana who were affected by Hurricane Laura. Our community came together to help those in need. There were 5 trailer loads of supplies delivered by the Constables Office.

**Employee of the Month:**

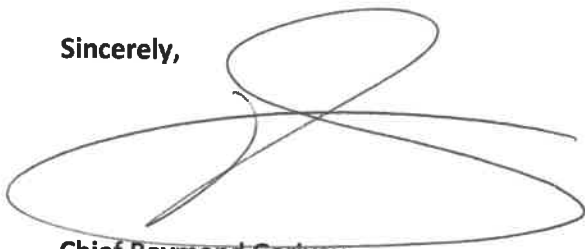
CID Lieutenant Corey Brinkman is the Employee of the Month for August. During this pandemic outbreak, Lieutenant Brinkman took the initiative to go to night shift for social distancing practices and to assist the patrol division while still maintaining his CID command duties of assigning and investigating cases. He also continued with conducting background investigations on new hire employees and maintained his status on the CID call out list. Lieutenant Brinkman's dedication to lead by example is commended and so recognized.

**Open Positions:**

We had one police officer position open which we filled with new officer Justin Napoli. Officer Napoli came to us from the Jones Creek Marshal's Office with two years of experience. He will be a terrific asset to the city and the department.

We still have a Dispatcher position open but held interviews and have selected a candidate and have begun her background investigation. We hope to have her hired on with the department in the next couple of weeks.

Sincerely,

A handwritten signature in black ink, appearing to read "Raymond Garvey", written over a large, light-colored oval shape.

**Chief Raymond Garvey**

**Freeport Police Department**

**(979) 415-4187**



- Paint front dispatch at Fire station
- Repair float on pond pump at city hall
- Repaired electrical on senior field at Riverside park
- Repair breaker panel at VCH
- Install photo cell on mystery boat lighting
- Clean condenser coils on ac at golf course
- Repair front door at PD
- Repair lighting at FCH entrance
- Repair parking light at city hall
- Repair lighting at library
- Change out outlets at FS1 dispatch office
- Remove fence from around mystery boat

## Beach / Facilities Division

- Litter control Bryan Beach daily
- Litter control Surfside beach daily
- Litter control flood gate
- Litter control 2<sup>nd</sup> street
- Litter control Velasco/36
- Litter control city parks daily
- Sanitize / cleaning all city park restrooms daily
- Sanitize service center daily
- Sanitize Police Department daily
- Sanitize City Hall daily
- Sanitize museum daily
- Pressure wash city hall x 3 week
- River place landscape maintenance
- Pixie House landscape maintenance

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# THE CITY OF



# FREEPORT

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200 West Second St • Freeport, TX 77541

979.233.3526 • Fax 979.233.8867

## Projects

- Gym Floor Rec Center – complete
- Ball Field lights – in planning
- Soccer Goals, Dirt, Sod – planning
- Ball Field infield conditioner – in process
- Mystery Boat – complete
- Police department chiller – in process
- Reconstruction of E. 7<sup>th</sup>, E. 6<sup>th</sup>, Poplar and E. Broad - complete
- County finished milling interlocal road and are in process of stabilization



# Building and Codes Monthly Action Report

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The Following case load was managed by the Building and Codes Staff during the Month of  
**August 2020**

This is a new tracking spread sheet in the department some field have a margin of error due to new tracking matrix.

<b>August 2020 Code Enforcement</b>		
New Cases	40	
Site Re-inspections	78	
Cases Abated	0	
Illegal Signs Pulled	19	
Filed Court Actions	10	
Court Appearances	4	
Phone/email/in person communication with violator	62	
Vehicles Tagged	8	
Vehicles Towed	1	
Property Owner / Tenant abatement of grass/weeds/brush	2	
Contractor abatement of grass/weeds/brush	0	
Property Owner / Tenant abatement of nuisance (Demolition)		
Contractor abatement of nuisance (Demolition)	0	
Pool Inspections	1	
Door Hangers	56	
Tires Picked up	133	
Bulk Trash Piles Marked	32	
Health Inspections	2	
Hurricane Prep-Piles	47	

# Building and Codes Monthly Action Report

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<b>August 2020 Code Enforcement</b>		
Building Permits	26	
Mechanical Permits	0	
Electrical Permits	12	
Plumbing Permits	8	
Permits issued for garage Sales	2	
Permits issued for fences	5	

<b>August 2020 TYPES OF VIOLATIONS</b>	
General Nuisance	68
Property Maintenance	62
Grass/Weeds/Brush	36
Fence Code Violations	11
Inoperable/Unlicensed Vehicles	26

<b>JULY 2020 CITY WIDE CLEAN UP</b>	
Piles Deployed	72
Tires	202
Paint	95 Gallons
Oil	42 Gallons



# Human Resources Monthly Report

Date: Sept. 16, 2020

HR TEAM: Brenda Miller-Ferguson and Donna Fisher

## HR Services Team Priorities and Results for August 2020:

- **COVID Response:** This month the COVID absence trend in our employee population improved consistently. COVID activity this month included:
  - **COVID-Related Absence Tracking:** In August absences directly related to quarantines and/or positive cases ranged from a low of zero (0) to a high of four (4). That is down from a high of nine (9) at the end of July.
  - **COVID-Related Policy:** Because employees are having to delay vacations in order to cover COVID absences, we implemented a policy to suspend vacation accrual roll-over limits until the declared emergency is ended. This will prevent employees from automatically losing vacation time above defined thresholds during the declared emergency.
  - **COVID Screening:** Due to the duration of the COVID threat and the need for continued due diligence, we initiated plans to give our original Temperature Screening Teams some relief. We defined guidelines for employees to check temperatures within their own departments, with specific employees identified to monitor temperature tracking daily.
  
- **Policy Update Progress This Month:**
  - **Chapter 9 Policy Updates:** Revisions to the Personnel Policy Handbook Chapter 9 (Employee Wage and Benefits) were approved by Council in August. Updates included: Longevity Pay, Tuition Reimbursement, Travel Reimbursement/Per Diem, Education Pay, Certification Pay, Allowances, and Overtime.
  
- **Training/Coaching/Performance Improvement This Month:**
  - **Performance Issues:** We began formally addressing recurring (non-COVID) attendance issues, with four (4) employees in Parks and Streets, one employee (1) in Recreation.
  - **Training:** We are developing options for expanding orientation training to include online video sessions on ethics, diversity/inclusion, and harassment.
  
- **Performance Evaluations:** The evaluation process continued for new employees who did not qualify during the first round in March. These evaluations for new employees will be completed by mid-Sept. to provide a baseline for merit-based increases being budgeted for Oct. 2020.
  
- **Salary Survey:** Strategic Government Resources continued work on our City-wide salary and benefit survey. Comparison organizations were contacted by SGR, and Brenda reached out directly to entities who did not respond initially. Results are anticipated in mid-September. Based on the results, staff will develop an action plan to present to Council for approval.

- **Recruiting & Hiring Progress This Month:**
  - **Firefighter/EMS: (all vacancies filled)** We completed recruiting to fill the final two firefighter vacancies.
  - **Fire Marshal:** After several months of recruiting, an offer was extended in August, with an anticipated start date in Sept.
  - **Police Officers: (vacancy filled)** The vacancy created by an Officer's resignation in July for personal reasons was filled in August.
  - **Police Dispatcher:** A vacancy was created by resignation in August. Recruiting is complete, with a new employee starting in Sept.
  - **Police Dept. Crossing Guard: (2 vacancies)** With schools beginning to open recruiting continues for two Crossing Guards. We are hopeful that discussions will continue for this responsibility to transfer to the school district.
  - **PT Golf Course Pro Shop Attendant: (vacancy filled).** The PT position vacated in late July was filled in Aug.
  - **Museum Coordinator (vacancy filled):** At the end of the June our coordinator resigned without notice for personal reasons. We recruited and hired Wade Dillon August.
  - **PT Museum Attendant:** Recruiting continues in August but hiring will be postponed while the Museum remains closed due to COVID restrictions.
  - **Public Works-Parks:** We received a resignation notice of Kim Townsend (Parks Director) effective Sept. 4th. We are converting the position to Field Crew-Parks, and are processing a voluntary internal transfer of Robert Cramer (Code Dept.) in Sept. This will create an open Code Enforcement Officer position.
  
- **Risk Management and Insurance Updates:**
  - **Workers Compensation Claims: One new claim in August** for lingering wrist injury (Parks Dept.).
  - **Family & Medical Leave Cases (FMLA)- Total of three (3) cases in August** (Fire, Police, Public Works).
  - **Property/Liability/Accident Claims- One New Claim in August** for potential liability related to sewer leak.
  - **Health Insurance Benefits Renewal** – Our annual benefits open enrollment process began on Aug. 24<sup>th</sup>. We started the process significantly earlier this year to give employees more time to consider options. Due to the pandemic and restrictions on gatherings and travel, our vendors were less involved this year. We conducted a passive enrollment process and minimized paperwork for employees. Donna was instrumental in educating employees and helping them online entry.
  - **Asset Management Updates:** Asset files for surplus items were organized for the Auction in Sept.
  - **Property Insurance:** Estimated expense for budget purposes.
  
- **Miscellaneous Updates:**
  - **Participated in virtual job fair organized with local TX Workforce Solutions office.**
  - **Assumed some duties of Public Information Officer role (press releases, website, Facebook postings).**

### Priorities for September:

- **Complete data gathering for GASB/OPED audit via GRS.**
- **Salary Survey Project** –Develop action plan based on salary survey results.
- **Personnel Policy Update to Chapter 5, Standards of Conduct**– Draft Computer Passwords Policy for presentation to Council Sept. 21<sup>st</sup>.
- **Strategic Plan Progress**– Review progress and begin implementation of Employee Orientation Program targeted for Sept.



## Finance, Court & Water Departments

**Title:** Monthly Report for August 2020

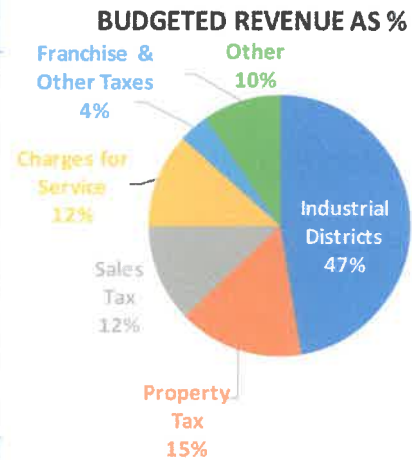
**Date:** September 21, 2020

**From:** Stephanie Russell, Assistant City Manager/Finance Director

### Major Revenue

Below is a summary of Revenue received to-date by category followed by detail for the top three.

	Current Budget	Actual FYTD	% Budget Received
Industrial Districts	(7,969,830)	(7,491,692)	94%
Property Tax	(2,601,000)	(2,581,877)	99%
Sales Tax	(2,040,000)	(1,623,750)	80%
Charges for Service	(1,965,484)	(1,666,621)	85%
Franchise & Other Taxes	(638,278)	(563,289)	88%
Intergovernmental	(515,775)	(470,238)	91%
Fines & Forfeits	(287,800)	(191,387)	66%
Miscellaneous Income	(283,000)	(232,119)	82%
Lease Income	(282,574)	(144,752)	51%
Investment Earnings	(140,000)	(85,412)	61%
License and Permits	(104,591)	(103,592)	99%
<b>Grand Total</b>	<b>(16,828,332)</b>	<b>(15,154,727)</b>	<b>90%</b>



### Industrial District Contracts

As of the end of the period, the City had received over \$7.4 million in Industrial District Payments.

Industrial District	Current Budget	YTD Received	Budget Balance
Brazosport IDA	4,354,938	4,354,938	0
Freeport IDA	1,839,892	1,361,754	478,138
Freeport LNG IDA	1,775,000	1,775,000	0
<b>Grand Total</b>	<b>7,969,830</b>	<b>7,491,692</b>	<b>478,138</b>

### Property Tax

As of the end of August, the City had received 99% of its Property Tax Revenue.

Fund	Budget	Actual FYTD	% Rcvd FYTD
General Fund	\$ 2,601,000	\$ 2,587,513	99%
Capital Purchase DS	\$ 564,832	\$ 551,485	98%
<b>Total</b>	<b>\$ 3,165,832</b>	<b>\$ 3,138,998</b>	<b>99%</b>

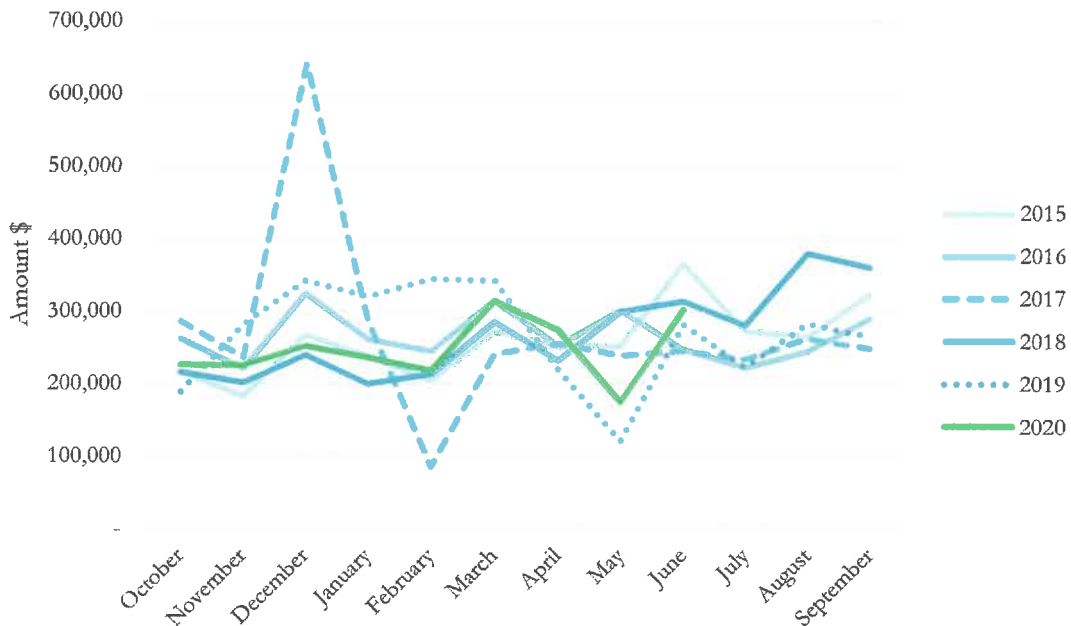


**Sales Tax**

Sales Tax Revenue through June (received in August) was over \$1,479,200, which is down from last year (-9%) and also under budget by 12.9%. It appears 2017 and 2019 were outlier years and thus we are seeing revenue dip to prior year trends. Sales tax in June was up from May and up (7.4%) from June 2019. Thus, so far, the impact from the COVID-19 pandemic has been minimal. Please note, there is a two-month lag from when sales tax is collected and received by the City; thus, June's sales tax was received in August.

Actual Sales Tax	FY2019	FY2020	% Change
October	124,907	150,803	21%
November	187,840	149,808	-20%
December	227,666	167,601	-26%
January	212,873	157,025	-26%
February	229,262	145,073	-37%
March	227,704	209,248	-8%
April	146,054	182,565	25%
May	80,307	116,035	44%
June	187,205	201,043	7%
July	147,760		
August	187,451		
September	175,616		
<b>Grand Total</b>	<b>2,134,644</b>	<b>1,479,200</b>	<b>-31%</b>
<b>Total Budget</b>	<b>2,350,000</b>	<b>2,400,000</b>	<b>2%</b>
<b>% of Budget YTD</b>	<b>90.8%</b>	<b>61.6%</b>	

**Comparison of Sales Tax Revenue by Year**



Budget vs. Actuals

Fund	Current Budget	Actuals FYTD	Budget-Actual
<b>General Fund</b>			
Revenue	-16,828,332	-15,154,727	-1,673,605
Administration	2,212,670	1,546,021	666,649
Beach Maintenance	9,200	32,009	-22,809
Building	341,400	274,356	67,044
Code Enforcement	431,950	283,671	148,279
EMS	884,290	691,829	192,461
Fire/Emergency Management	1,209,222	1,063,537	145,685
Garbage	992,453	898,103	94,350
Golf Course	968,300	858,278	110,022
Historical Museum	276,293	204,640	71,653
Library	28,300	35,471	-7,171
Municipal Court	180,508	148,963	31,545
Parks	1,448,659	1,109,828	338,831
Police/Animal Control	4,537,133	4,078,131	459,002
Recreation	584,200	282,996	301,204
Service Center	191,090	162,153	28,937
Sr. Citizen's Commission	10,100	7,195	2,905
Street	1,344,960	1,177,817	167,143
Emergency Management	10,000	41,874	-31,874
Transfer	5,144,348	2,199,087	2,945,261
<b>General Fund Total</b>	<b>3,976,744</b>	<b>-58,768</b>	<b>4,035,511</b>
<b>Water &amp; Sewer</b>			
Revenue	-5,276,100	-4,530,224	-745,876
Debt Service	0	0	0
Water/Sewer	6,196,112	4,705,196	1,490,916
Transfer	-1,000,000	0	-1,000,000
<b>Water &amp; Sewer Total</b>	<b>-79,988</b>	<b>174,972</b>	<b>-254,960</b>
<b>Capital Debt Service</b>			
Revenue	-565,232	-553,473	-11,759
Debt Service	565,232	569,224	-3,992
Transfer	0	0	0
<b>Capital Debt Service Total</b>	<b>0</b>	<b>15,750</b>	<b>-15,750</b>
<b>COO 2008 Construction</b>			
Revenue	0	0	0
Administration	54,000	0	54,000
<b>COO 2008 Construction Total</b>	<b>54,000</b>	<b>0</b>	<b>54,000</b>
<b>2020 CO Bond</b>			
Revenue	0	-8,000,000	8,000,000
<b>2020 CO Bond Total</b>	<b>0</b>	<b>-8,000,000</b>	<b>8,000,000</b>

Fund	Current Budget	Actuals FYTD	Budget-Actual
<b>Special Revenue</b>			
Revenue	-55,600	-51,069	-4,532
Beach Maintenance	0	2,244	-2,244
Hotel/Motel	10,250	5,000	5,250
Municipal Court	24,800	12,333	12,467
Police/Animal Control	15,000	4,449	10,551
Transfer	-12,000	0	-12,000
<b>Special Revenue Total</b>	<b>-17,550</b>	<b>-27,043</b>	<b>9,493</b>
<b>Street &amp; Drainage</b>			
Revenue	0	0	0
Street	2,249,906	777,227	1,472,679
Transfer	-2,399,906	-757,834	-1,642,072
<b>Street &amp; Drainage Total</b>	<b>-150,000</b>	<b>19,393</b>	<b>-169,393</b>
<b>Facilities &amp; Grounds CIP</b>			
Administration	292,152	248,348	43,804
Fire/Emergency Management	0	0	0
Golf Course	20,000	0	20,000
Library	15,000	5,650	9,350
Parks	462,902	336,897	126,005
Police/Animal Control	0	7,266	-7,266
Recreation	139,000	113,901	25,099
Service Center	25,000	0	25,000
Transfer	-954,054	-699,562	-254,492
<b>Facilities &amp; Grounds CIP Total</b>	<b>0</b>	<b>12,500</b>	<b>-12,500</b>
<b>Vehicle &amp; Equipment</b>			
Revenue	0	0	0
Administration	0	39,644	-39,644
Fire/Emergency Management	79,415	80,879	-1,464
Parks	140,206	149,982	-9,776
Police/Animal Control	181,257	149,157	32,100
Street	46,910	45,235	1,675
Transfer	-447,788	-441,691	-6,097
<b>Vehicle &amp; Equipment Total</b>	<b>0</b>	<b>23,206</b>	<b>-23,206</b>



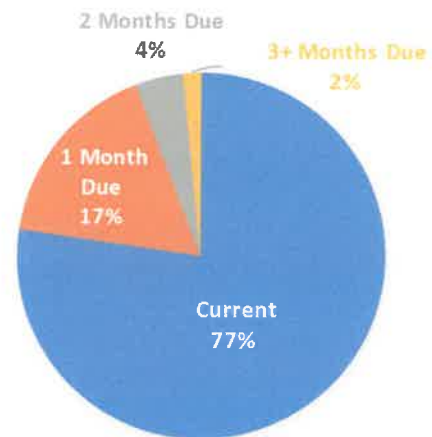
## Utilities

As of the end of August, 77% of water accounts were current and 23% had outstanding balances.

### Aug-20

Billed	Water	Sewer	Total FYTD
Residential	\$774,081	\$661,621	\$1,435,702
Commercial	1,262,173	1,086,182	2,348,355
Outside CL	343,995	3,886	347,881
Irrigation	12,596	0	12,596
Water Only	181,673	0	181,673
<b>Total Billed</b>	<b>\$2,574,518</b>	<b>\$1,751,688</b>	<b>\$4,326,207</b>
<b>Last FYTD</b>	<b>\$2,472,181</b>	<b>\$1,748,503</b>	<b>\$4,220,684</b>
% Change	4.1%	0.2%	2.5%

### AGING REPORT FOR WATER ACCOUNTS



Consumption	Water	Sewer	Total FYD
Billed	321,721,000	246,431,326	568,152,326
Unbilled	2,963,000	0	2,963,000
<b>Total Gallons</b>	<b>324,684,000</b>	<b>246,431,326</b>	<b>571,115,326</b>
<b>Last FYTD</b>	<b>356,588,000</b>	<b>275,350,005</b>	<b>631,938,005</b>
% Change	-8.9%	-10.5%	-9.6%

## Municipal Court

In August, Court was held on August 18th regarding codes cases. The trial docket was cancelled due to Hurricane Laura August 26th. For September, the Court plans to hold three court dockets and two regular dockets. The next pre-trial is set for November 5 at 1:30 pm and a jury trial is set for November 17 at 8:30 AM.

Fiscal Year Total Through	Aug-18	Aug-19	Aug-20	% Change
<b>Violations</b>				
Filed	3,933	3,533	2,024	-42.7%
Completed	2,905	2,577	1,335	-48.2%
<b>Net Difference Filed/Complete</b>	<b>1,028</b>	<b>956</b>	<b>689</b>	<b>-27.9%</b>
<b>Warrants</b>				
Issued	1,160	633	202	-68.1%
Warrants Cleared	1,219	767	485	-36.8%
<b>Change in Total Warrants</b>	<b>-59</b>	<b>-134</b>	<b>-283</b>	<b>111.2%</b>
Total Fees/Fines Paid*	\$600,031	\$505,483	\$286,902	-43.2%

\* Includes Regulatory, State & Other Agency Fees

## Ongoing Initiatives

### Audit

There are not any new updates for August. The interim audit for FY2019-2020 was conducted in July and the final audit for will be conducted after the close of the fiscal year.

### Budget, CIP and Long-Range Financial Plan

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. Additionally, staff met with the Concerned Citizens of Freeport (CCF) regarding the Proposed Budget on August 20th. The budget was adopted by Council on September 8<sup>th</sup> and is now posted on the City's website. The next budget related initiatives will be to develop a five-year Capital Improvement Plan and Long-Range Financial Plan.

### 2020 Bond Program

Council approved issuance of certificate of obligation bonds August 3, 2020. Since then, the City has received the \$8 million in bond proceeds and is working to close out the issuance. Below is the status if each project included in the bond program:

1. Street & Drainage projects: A workshop will be held to discuss the streets and drainage projects to be included in the bond program.
2. Velasco Pump Station Improvements: Engineering is almost complete and the project is anticipated to be bid early October.
3. Heritage House Renovation: This project is on hold until a workshop with Council is held to determine if and how the project will move forward.
4. City Hall Renovation: City Hall staff have completed programming questionnaires and the Architect has submitted the first and second drafts if the Preliminary Program Statement. Staff will be working with the Architect to finalize this plan in September.

### Financial Software

There are not any new updates for August. Council approved the upgrade to Incode 10 with Tyler Technologies June 1<sup>st</sup>. Since, then staff has begun working with Tyler on implementation.

### Grant Administration

Staff is working on reimbursement through the Texas Coronavirus Relief Fund (CRF) under the Cares Act and is reviewed proposals to hire a grant consultant to assist with the application to the General Land Office (GLO) for the next round of disaster recover funds. In August, Council awarded the Engineering contract to Freese and Nichols to help develop the application.

The GLO announced the kick-off of the application process for the first round of more than \$2.3 billion for mitigation projects to protect Texas communities hit by Hurricane Harvey and severe flooding in 2015 and 2016. During the first round, the GLO will conduct three (3) competitive application programs from the CDBG-MIT Action Plan. Those programs include:

1. 2015 Floods State Mitigation Competition
2. 2016 Floods State Mitigation Competition
3. Hurricane Harvey State Mitigation Competition Round 1

Each proposed project under the 2015 Floods and 2016 Floods State Mitigation Competitions must have a total proposed cost between \$3 million to \$10 million. Each proposed project under the Hurricane Harvey State Mitigation Competition Round 1 must have a total proposed cost between \$3 million to \$100 million. Engineering and design activities are capped at 15 percent of the total construction cost.

### Online Services

There are no new updates for August. Residents may now pay their court and water bill over the phone or online. The City is currently not charging any fees for these services for water customers. Additionally, residents may now apply for new water and garbage services online.

### Policies

Staff has been working on new procedures for post-issuance compliance, Internal Controls for Finance and Payroll, and a formal Fiscal Year-End Closing Process. All of these procedures are anticipated to be implemented by the end of September.

### Purchasing

In August, staff advertised a Request for Statement of Qualifications for professional engineering services, received and evaluated ten responses, and recommended award on August 31<sup>st</sup>.

### Records

There are not any new updates for August. There is a need to sort and organize the paper records left by the previous Director for ease of reference and compliance with records retention.

### Texas Comptroller of Public Accounts' Transparency Stars Program

Staff continues to add information to the website to increase transparency. The Texas Comptroller of Public Accounts' Transparency Stars program recognizes local governments for going above and beyond in their transparency efforts. Over the next year or so, the Finance Department will continue working towards expanding its online presence in an attempt to increase transparency and possibly submit for recognition.

### Utility Rate Study

Council approved water and sewer rate increased August 17, 2020. Notices of the new increase were included with the August water bill and will also be included with the September water bills. The increase will be effective in October and be reflected on the November water bills. Additionally, Council approved a Senior Discount on September 8, 2020. As of September 16th, over 130 seniors have applied for the discount. Lastly, while working to implement the rate changes, staff identified some meter sizes that were not included in the rate schedule. Staff originally presented an ordinance to clarify the meter rates on September 8<sup>th</sup> and will be bringing the item back for further discussion September 21<sup>st</sup>.

# Property/Information Technology/Geographic Information Systems

## Monthly Report

### August 2020

#### **Property:**

- 911 Addressing Range Verification
- Perdue Branden – Property Owner Tax Statement
- Lien Calculations
- Lien Payoffs
- Zone Changes Research
- County Clerk Recordings

#### **Information Technology:**

- Public Surplus Setup
- Update website
- Update social media
- Employee email, GovQA and network setups/deactivations
- Attended 8 Boards/Commissions meetings for setup and broadcast

#### **GIS:**

- Water/Sewer Mapping
- Address Points
- MainStreet application maps
- Data mapping for Gulf coast 911
- Update Data
- Property ownership/zoning maps