



**AGENDA
REGULAR MEETING
FREEPORT CITY COUNCIL
MONDAY, APRIL 5, 2021 at 6:00 P.M.**

Mayor:
Brooks Bass

Council Members:
Jeff Pena
Jerry Cain
Mario Muraira
Roy Yates

City Manager:
Timothy Kelty

THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, WILL MEET ON MONDAY, THE 5TH DAY OF APRIL, 2021, AT 6:00 P.M., AT THE FREEPORT, POLICE DEPARTMENT, MUNICIPAL COURT ROOM, 430 NORTH BRAZOSPORT BOULEVARD FREEPORT TEXAS

BECAUSE OF THE PUBLIC HEALTH THREAT, SEATING WILL BE POSITIONED TO MEET THE REQUIREMENTS OF THE CDC, AND ATTENDEES WILL BE REQUIRED TO WEAR A FACE MASK.

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

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

OR

AUDIO VISUAL CONFERENCE CALL USING:

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

International dial-in numbers: https://fccdl.in/i/council_mtg_040521

For users wanting to view and listen to the council meeting via a web browser go to https://join.freeconferencecall.com/council_mtg_040521

enter access code 5678901# and the online meeting code is: council_mtg_040521.

OR

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

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

THE MEETING IS BEING HELD FOR THE FOLLOWING PURPOSES:

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

INVOCATION AND PLEDGE OF ALLEGIANCE: (Council Member)

CITIZENS' COMMENTS:

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

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

1. Proclamation of the City of Freeport designating April 2021 Fair Housing Month. **(Kelty)**
2. Presentation of the collection of delinquent taxes and court fine and fees from Mike Darlow with Perdue, Brandon, Fielder, Collins & Mott, LLP. **(Ezell)**
3. Presentation by John Jasso for the Veteran's Day Parade. **(Tolar)**

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

4. Consideration and possible action on the approval of City Council meeting minutes from March 15, 2021. **(Wells)**
5. Consideration and possible action to approve a contingent fee contract with Perdue Brandon Fielder Collins and Mott, LLP pursuant to Section 6.30 of the Tax Code, said contract being for the collection of delinquent government receivables owed to City of Freeport and notice of said contract is posted with the agenda in accordance with Section 2254 of the Government Code. **(Ezell)**

6. Consideration and possible action on the GRIP Resolution No. 2021-2679 from Centerpoint Energy. **(Kelty)**

COUNCIL BUSINESS – REGULAR SESSION:

7. **Public Hearing:** Public Hearing and Consideration and possible action for adoption of Resolution No. 2021-2680 for establishing PACE. **(Holman)**
8. Consideration and possible action on Resolution No. 2021-2681: A Resolution By The City Council Of The City Of Freeport, Texas, Authorizing Publication Of Notice Of Intention To Issue Certificates Of Obligation; Authorizing The Preparation Of A Preliminary Official Statement And Notice Of Sale; And Providing For Other Matters Incidental Thereto. **(Ezell)**
9. Consideration and possible action approving the agreement for the Sister City Altamira, Tamaulipas Mexico. **(Kelty)**
10. Consideration of a Resolution No. 2021-2682 appointing a Member to the Freeport Historical Commission and Mainstreet Board. **(Kelty)**
11. Discussion and possible action regarding direction for expenditures of 2020 Bond Funds for IAD Architect for City Hall renovations. **(Kelty)**
12. Consideration and possible action to authorize use of 2020 Certificate of Obligation for reconstruction of the River Place Fishing Pier. **(Kelty/Petty)**
13. Consideration and possible action to authorize use of 2020 Certificate of Obligation for Youth Ball Field Lights (SFA, Riverside). **(Kelty/Petty)**
14. Consideration and Possible action of authorizing EDC request for Exclusive use of former VIC building for EDC operations. **(Holman)**

WORK SESSION:

15. **The City Council may deliberate and make inquiry into any item listed in the Work Session.**
 - A. Mayor Brooks Bass announcements and comments.
 - B. Councilman Pena Ward A announcements and comments.
 - C. Councilman Cain Ward B announcements and comments.
 - D. Councilman Muraira Ward C announcements and comments.
 - E. Councilman 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:

16. 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:


17. Adjourn.

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

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

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

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


Betty Wells, City Secretary
City of Freeport, Texas



City Council Agenda Item # 1

Title: Proclamation of April as Fair Housing Month

Date: April 5, 2021

From: Tim Kelty, City Manager

Staff Recommendation: Staff recommends the adoption of a proclamation of April as Fair Housing Month.

Item Summary: By this proclamation, the City of Freeport joins the U.S. Government, the State of Texas, along with hundreds of Cities across the country in reaffirming our commitment to provide equal access to housing, regardless of an individual's race, color, religion, sex disability, familial status, national origin or source of income, in compliance with Section 808(e)(5) of the Fair Housing Act;

Background Information: The Department of Housing and Urban Development (HUD) requires Subrecipients of Community Development Program (CDBG) funds to take affirmative steps to further fair housing opportunities within their local communities.

Special Considerations: None

Financial Impact: None

Board or 3rd Party recommendation: None

Supporting Documentation: Proclamation of April as Fair Housing Month

PROCLAMATION

WHEREAS, the Department of Housing and Urban Development has initiated the sponsorship of activities during the month of April of each year designed to reinforce the Department's commitment to the concept of Fair Housing and Equal Opportunity; and

WHEREAS, City of Freeport affirmatively supports the efforts of the Federal Government and the State of Texas to assure equal access to all Americans to rental housing and homeownership opportunities; and

WHEREAS, City of Freeport welcomes this opportunity to reaffirm its commitment to provide equal access to housing to all of its residents without regard to race, color, religion, sex, disability, familial status, national origin or source of income; and

WHEREAS, City of Freeport affirmatively supports programs that will educate the public concerning their rights to equal housing opportunities and to participate in efforts with other organizations to assure every person their right to fair housing; and

WHEREAS, City of Freeport is honored to join the Federal Government, the State of Texas, and local jurisdictions across America in celebrating the rich diversity of our people and the right of all citizens to live where they choose without fear of discrimination.

NOW, THEREFORE, be it resolved, the City of Freeport, does hereby proclaim April as the month to celebrate and honor all efforts which guarantee the right to live free of discriminatory housing practices and proclaim this month as:

"FAIR HOUSING MONTH"

and urge all local officials and public and private organizations to join activities designed to further Fair Housing objectives.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Freeport to be affixed this the _____ day of _____, 2021.

Mayor



City Council Agenda Item # 2

Title: Presentation by Perdue, Brandon, Fielder, Collins and Mott, L.L.P. regarding Collections.

Date: April 5, 2021

From: Cathy Ezell, Finance Director

Staff Recommendation:

N/A

Item Summary:

Presentation by Michael J. Darlow with Perdue Brandon Fielder Collins & Mott, LLP regarding Collections Report.

Background Information:

Perdue Brandon collects delinquent taxes, liens and court fines and fees on behalf of the City.

The City's Collection of Delinquent Taxes contract allows Perdue Brandon to enforce by suit or otherwise, the collection of all delinquent taxes, penalty and interest. Taxes that are delinquent as of July 1st each year are turned over to Perdue Brandon for collection.

The City's Collection of Mowing, Demolition & Paving Liens and/or Assessments contract allows Perdue Brandon to use reasonable and necessary legal steps to effect collections of mowing, demolition and paving liens and/or assessments due to City.

Special Considerations:

N/A

Financial Impact:

Perdue, Brandon, Fielder, Collins and Mott, L.L.P. receives fees directly paid by the account holders; therefore, there are not direct costs associated with their services.

Board or 3rd Party recommendation:

N/A

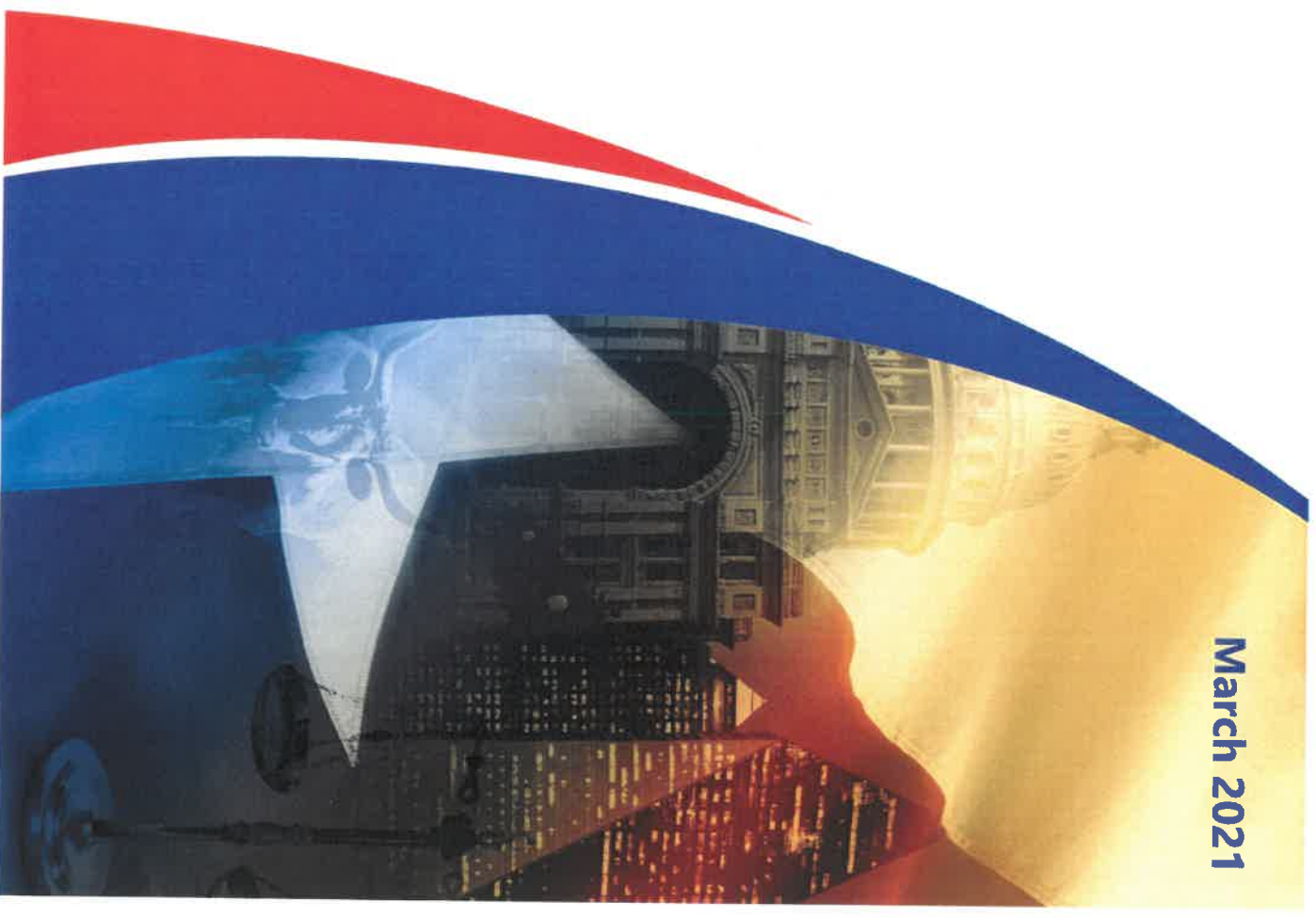
Supporting Documentation:

Collection Report by Michael J. Darlow, Perdue Brandon Fielder Collins & Mott, LLP

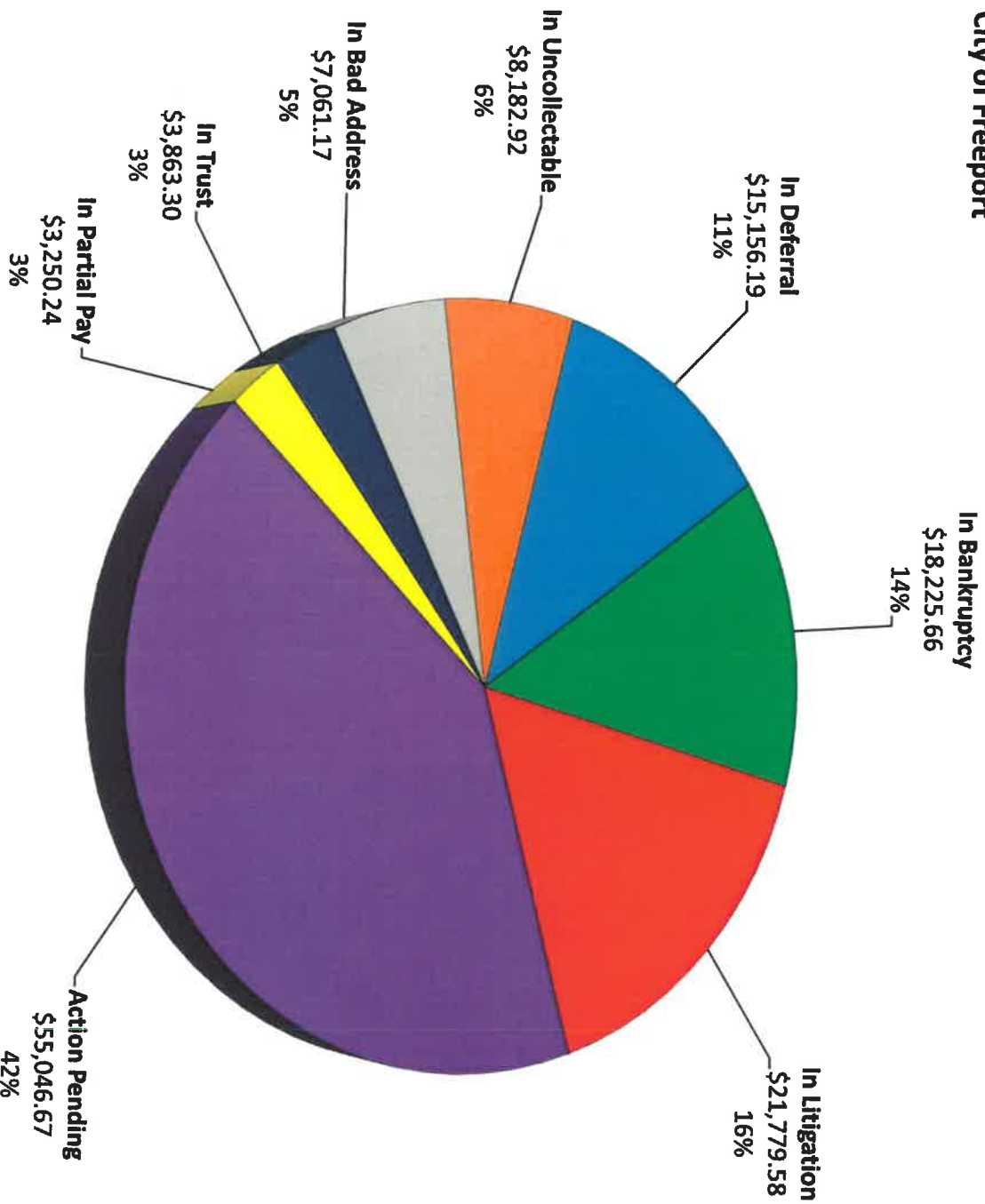
Collection Report To The City of Freeport

Submitted by: Michael J. Darlow
Perdue Brandon Fielder Collins & Mott, LLP
www.pbfcem.com

March 2021



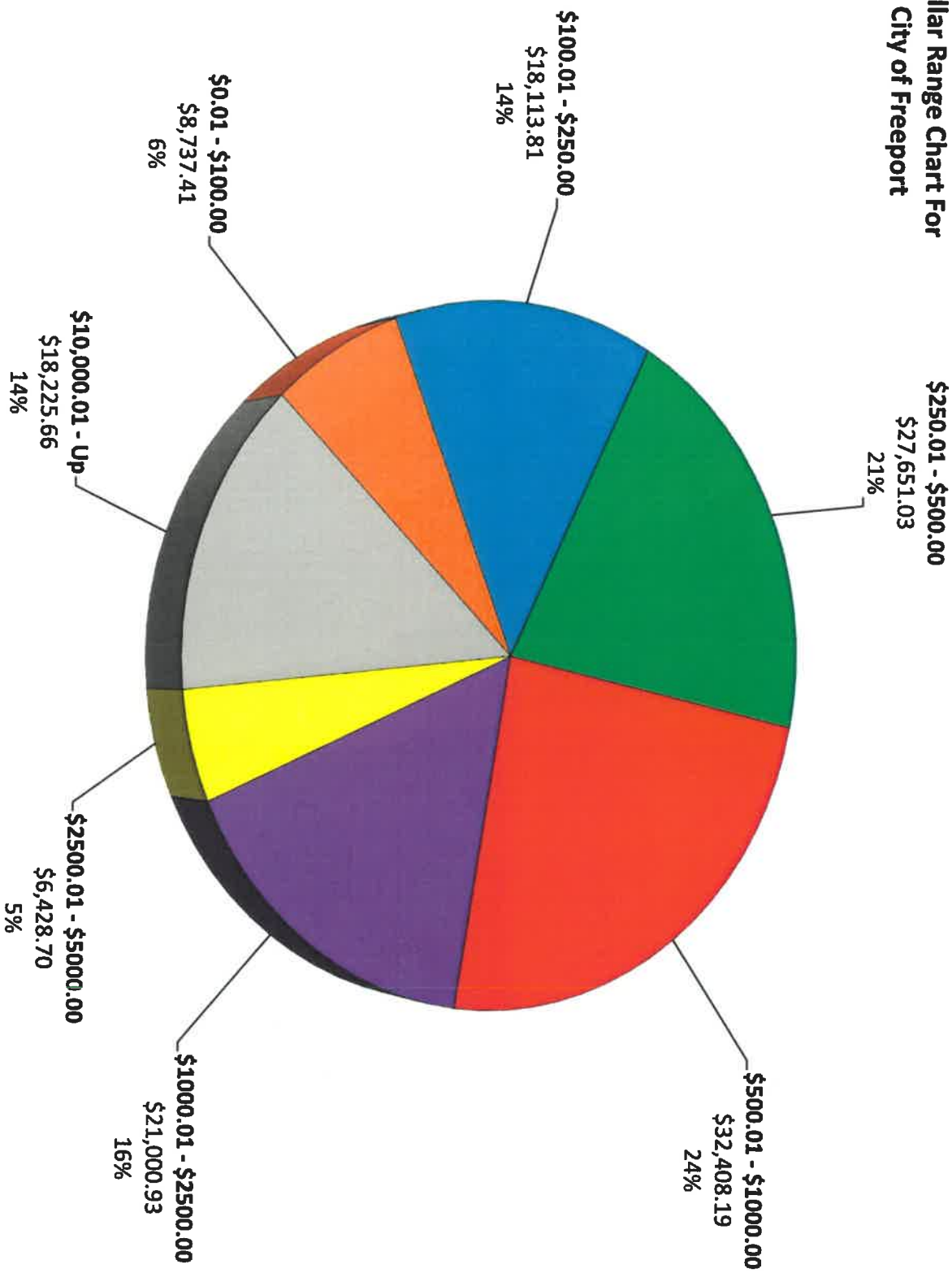
**Account Break Down Chart For
City of Freeport**



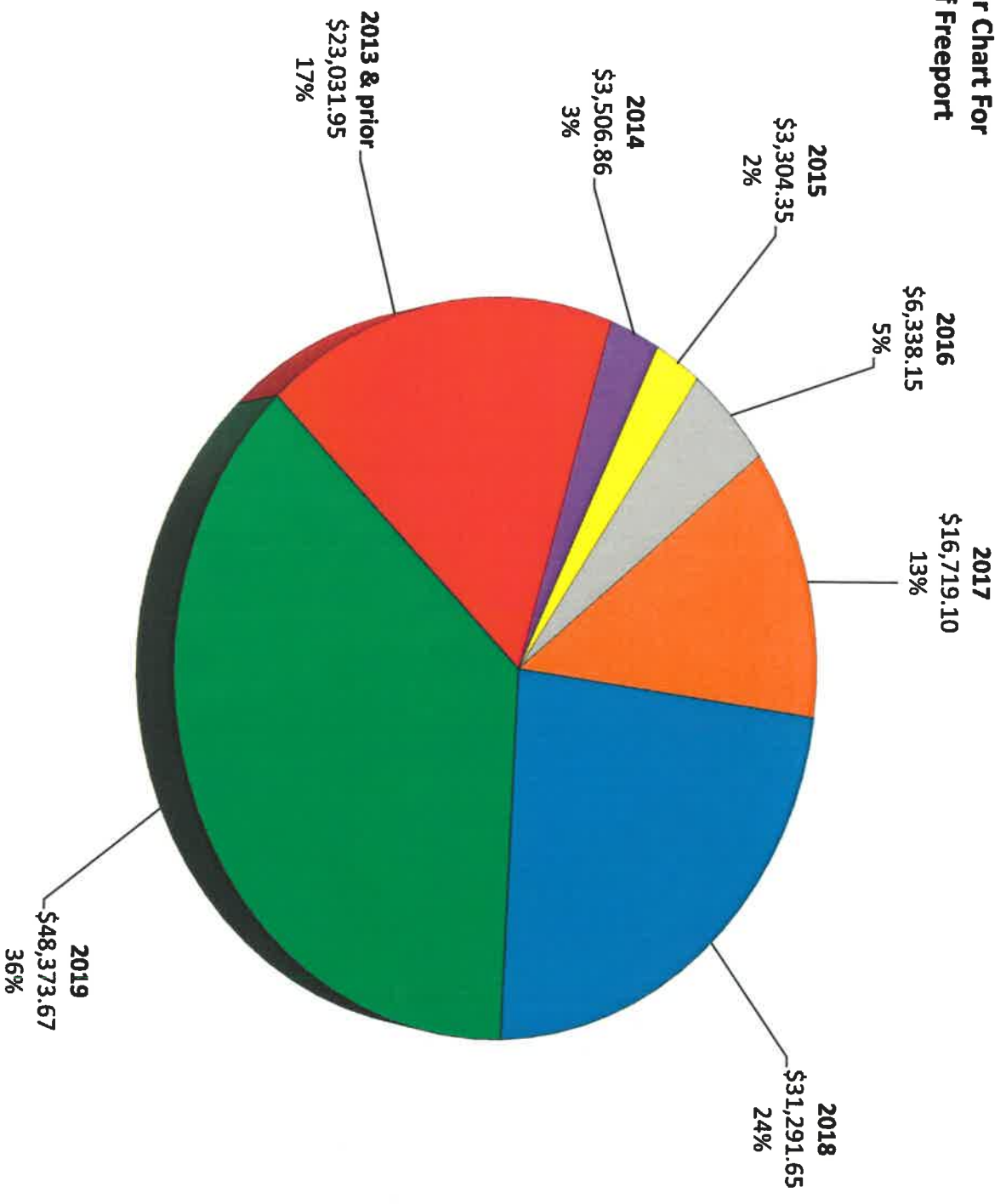
As Of 3/3/2021

Total Base Tax: \$132,565.73

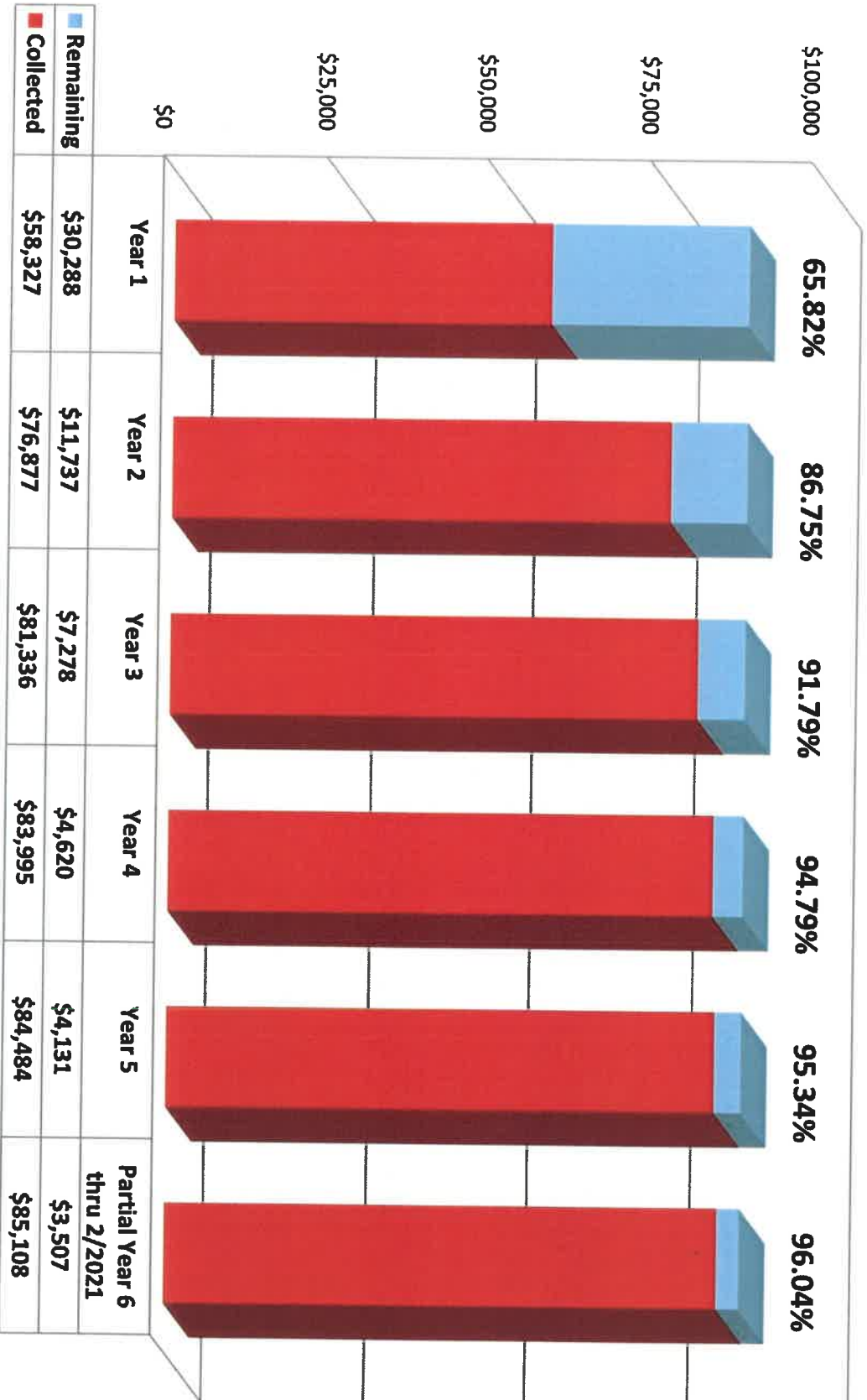
Dollar Range Chart For
City of Freeport



**Tax Year Chart For
City of Freeport**



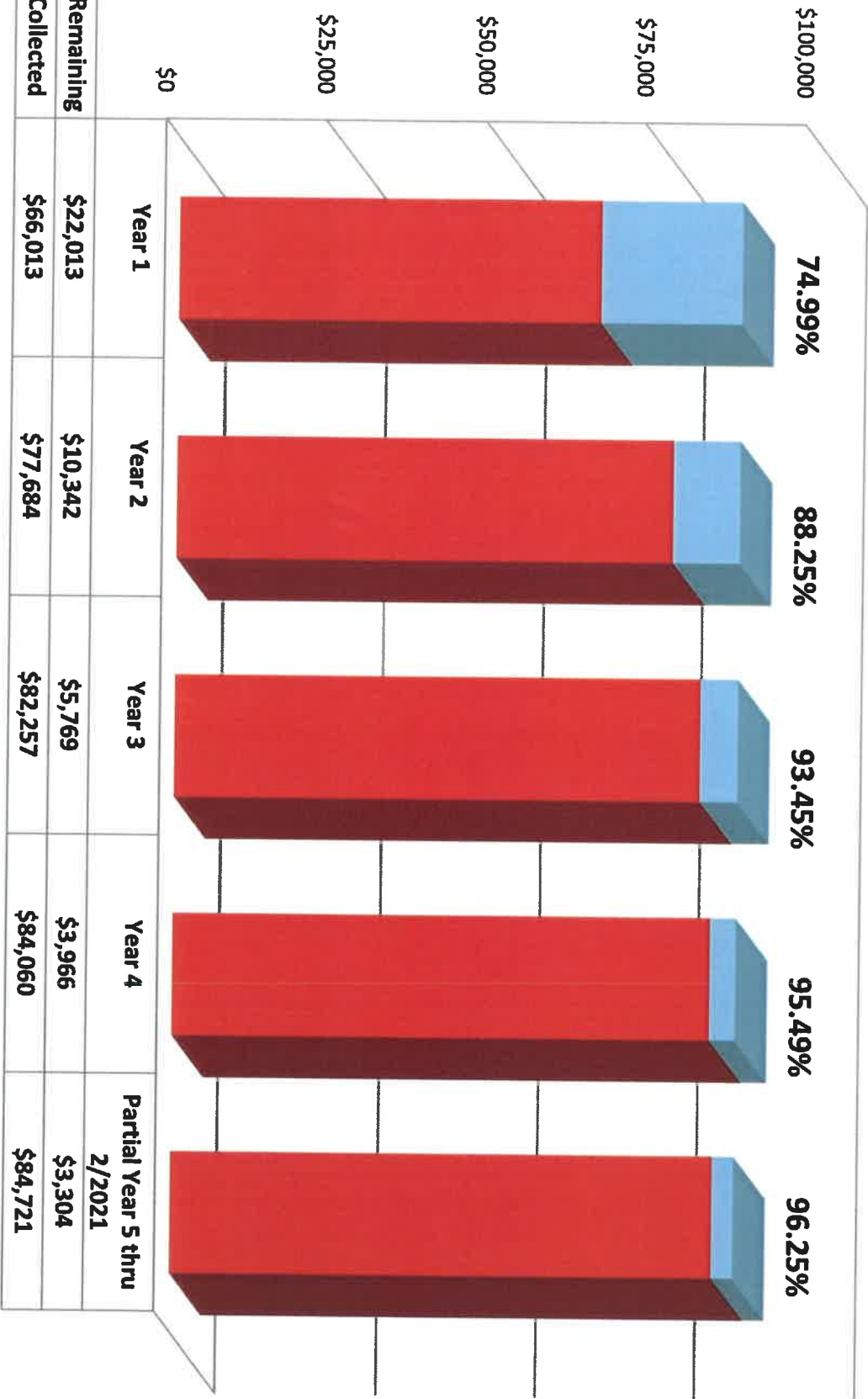
**CITY OF FREEPORT
2014 Percentage of Collection**



7/1 -6/30 for each year

Initial Outstanding Base Tax \$88,615 - as of 7/1/15

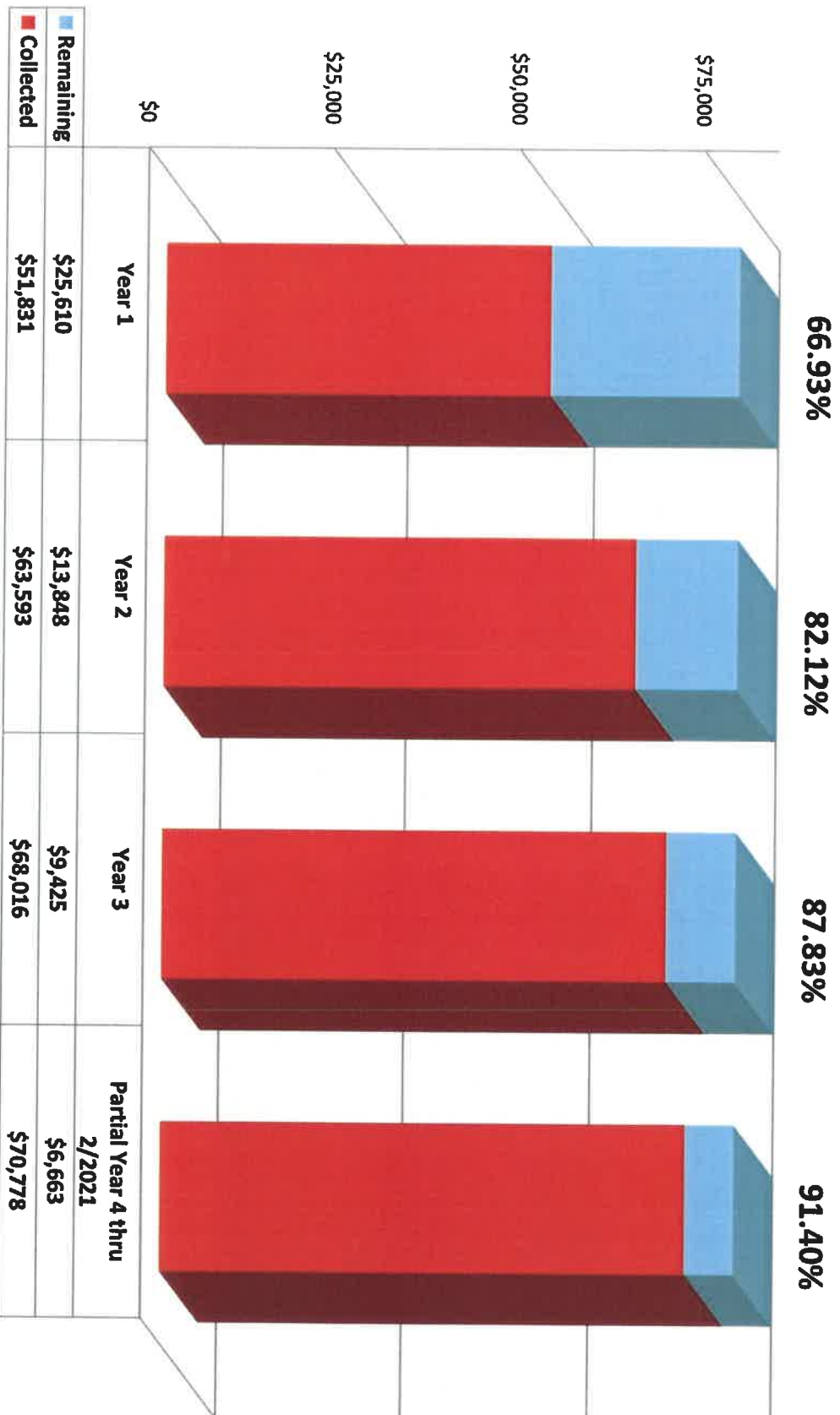
**CITY OF FREEPORT
2015 Percentage of Collection**



7/1 -6/30 for each year

Initial Outstanding Base Tax \$88,026 - as of 7/1/16

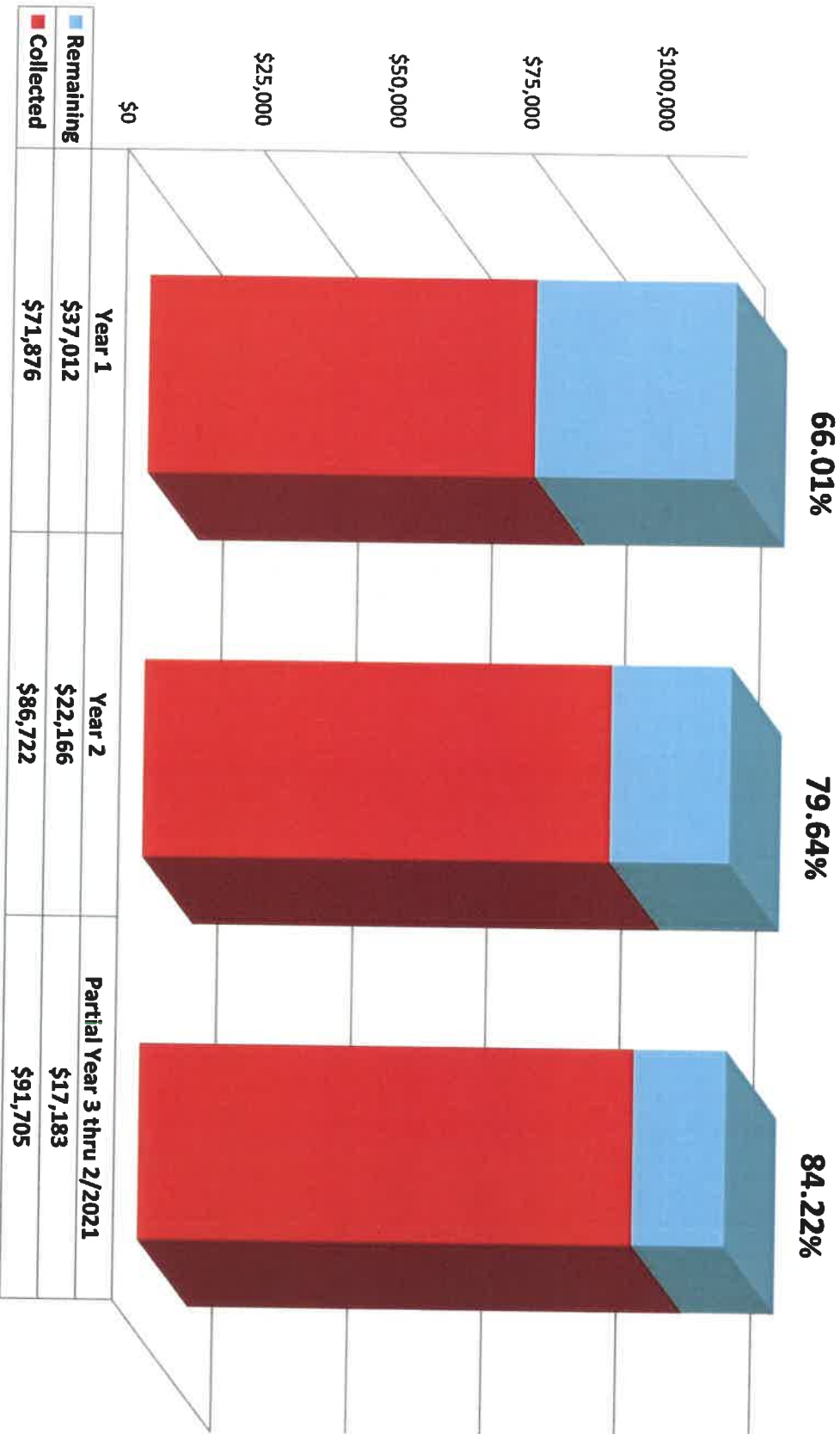
**CITY OF FREEPORT
2016 Percentage of Collection**



7/1 -6/30 for each year

Initial Outstanding Base Tax \$77,441 - as of 7/1/17

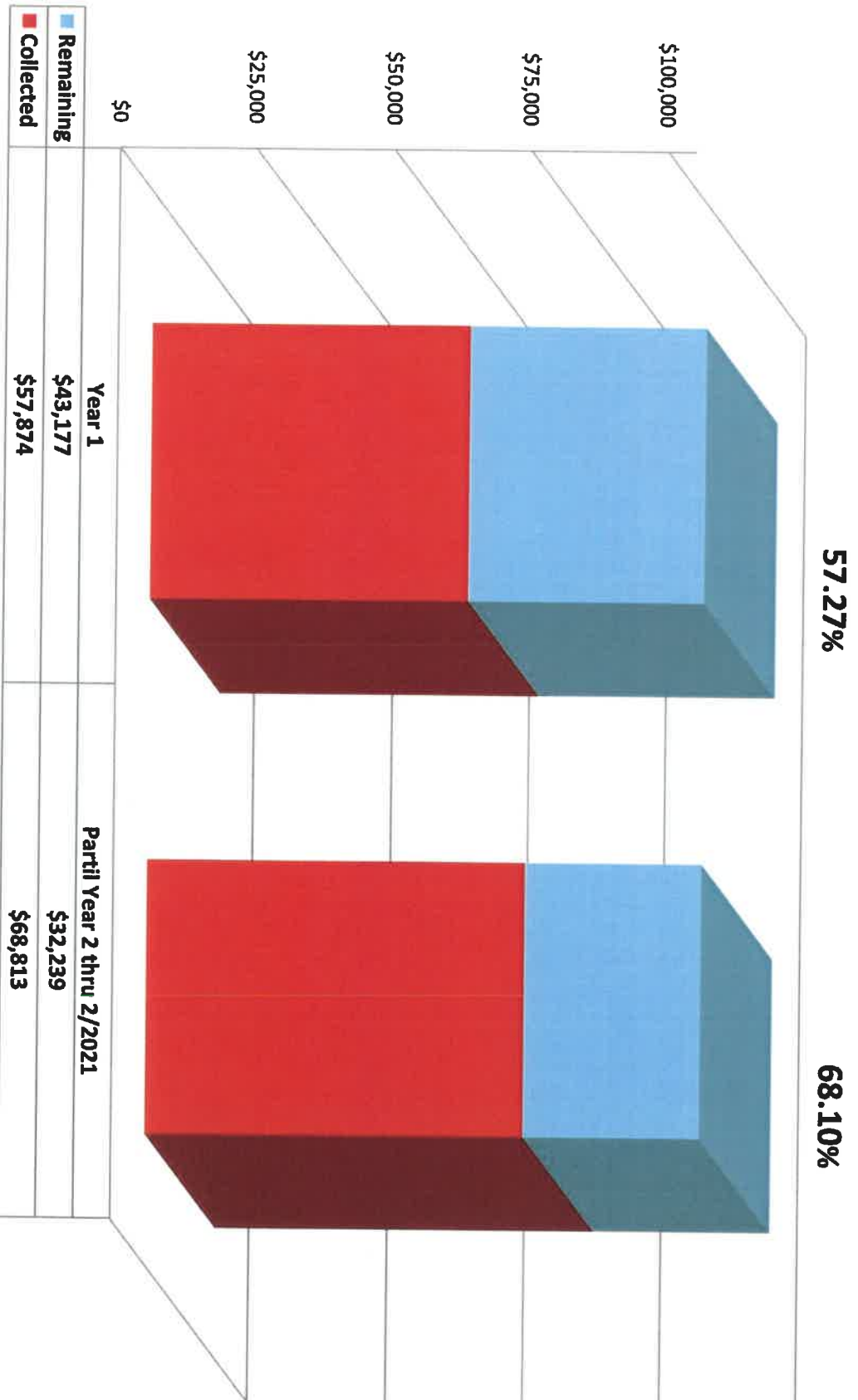
**CITY OF FREEPORT
2017 Percentage of Collection**



7/1 -6/30 for each year

Initial Outstanding Base Tax \$108,888 - as of 7/1/18

**CITY OF FREEPORT
2018 Percentage of Collection**

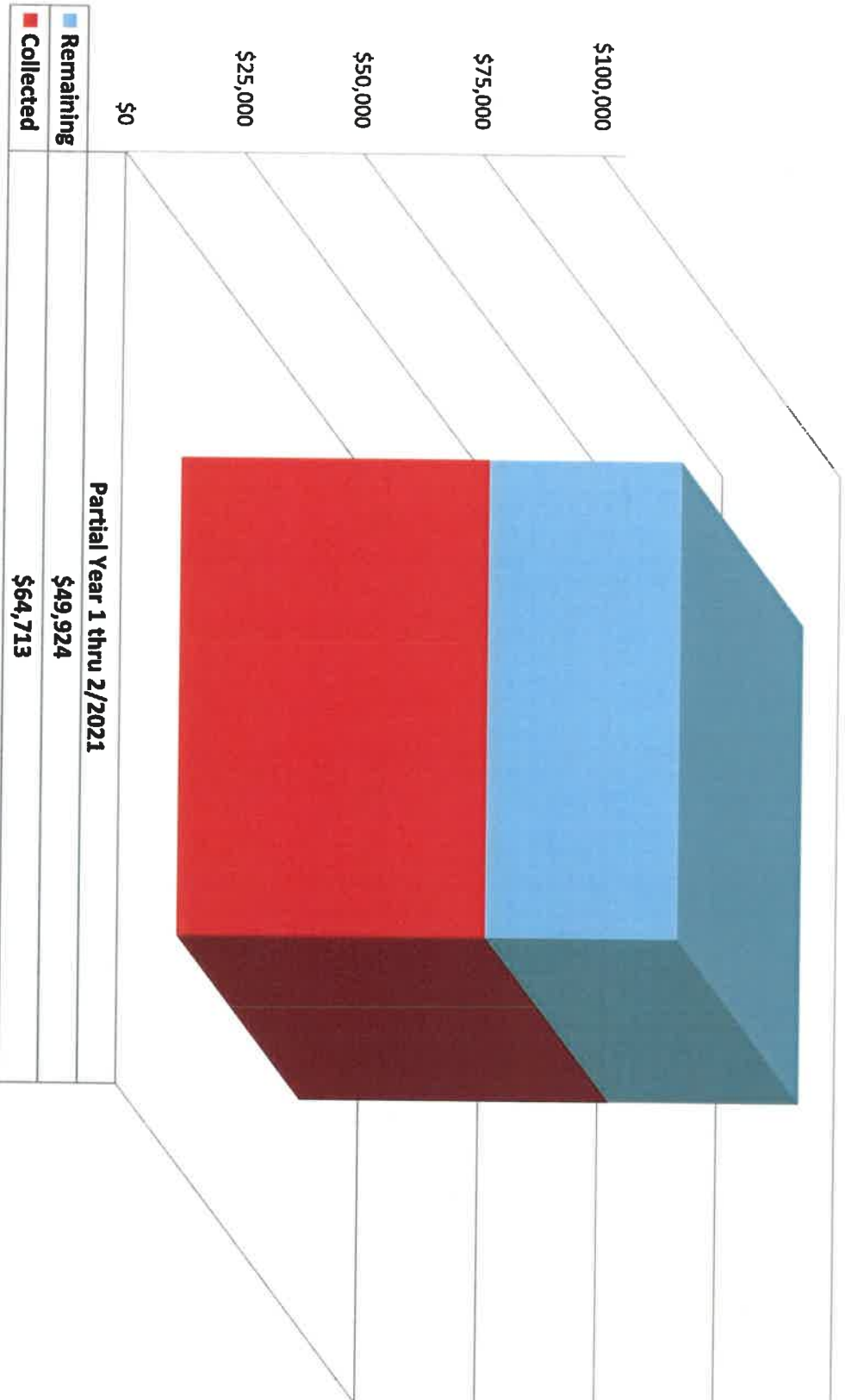


7/1 -6/30 for each year

Initial Outstanding Base Tax \$101,052 - as of 7/1/19

**CITY OF FREEPORT
2019 Percentage of Collection**

56.45%



7/1 -6/30 for each year

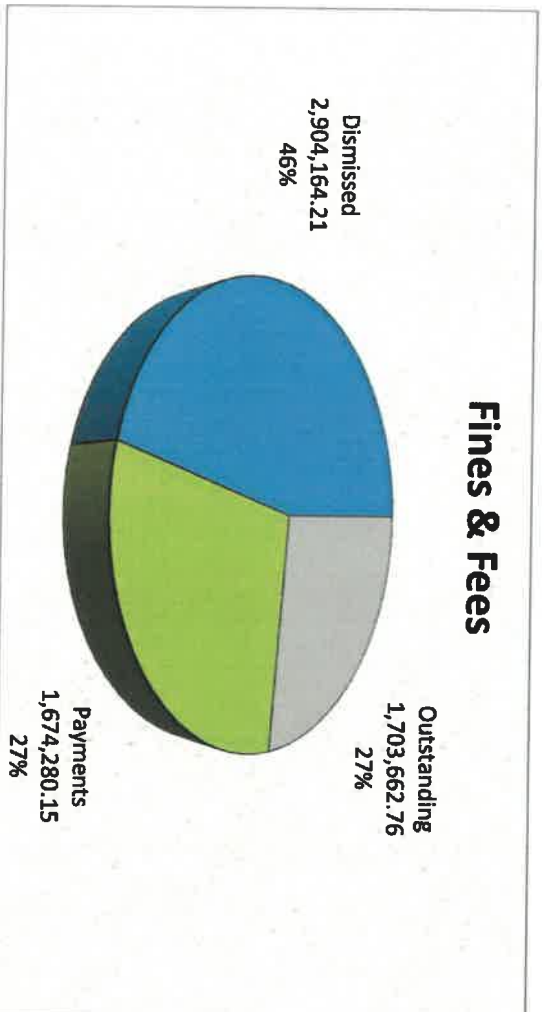
Initial Outstanding Base Tax \$114,637 - as of 7/1/20

Perdue, Brandon, Fielder, Collins, & Mott L.L.P

Fine and Fee Collection Report as of March 7, 2021

City of Freeport

Total Turnover		Payments and/or Partial Payments			Dismissed/Cleared		Total \$ %	Address Correction	Letters Mailed	Phone # Changes	Phone Contacts
\$	#	\$	#	% of \$	\$	#					
6,282,107.12	14,942	1,674,280.15	8,932	26.65%	2,904,164.21	17,107	72.88%	9,198	53,169	7,227	15,862



Docket Age Summary

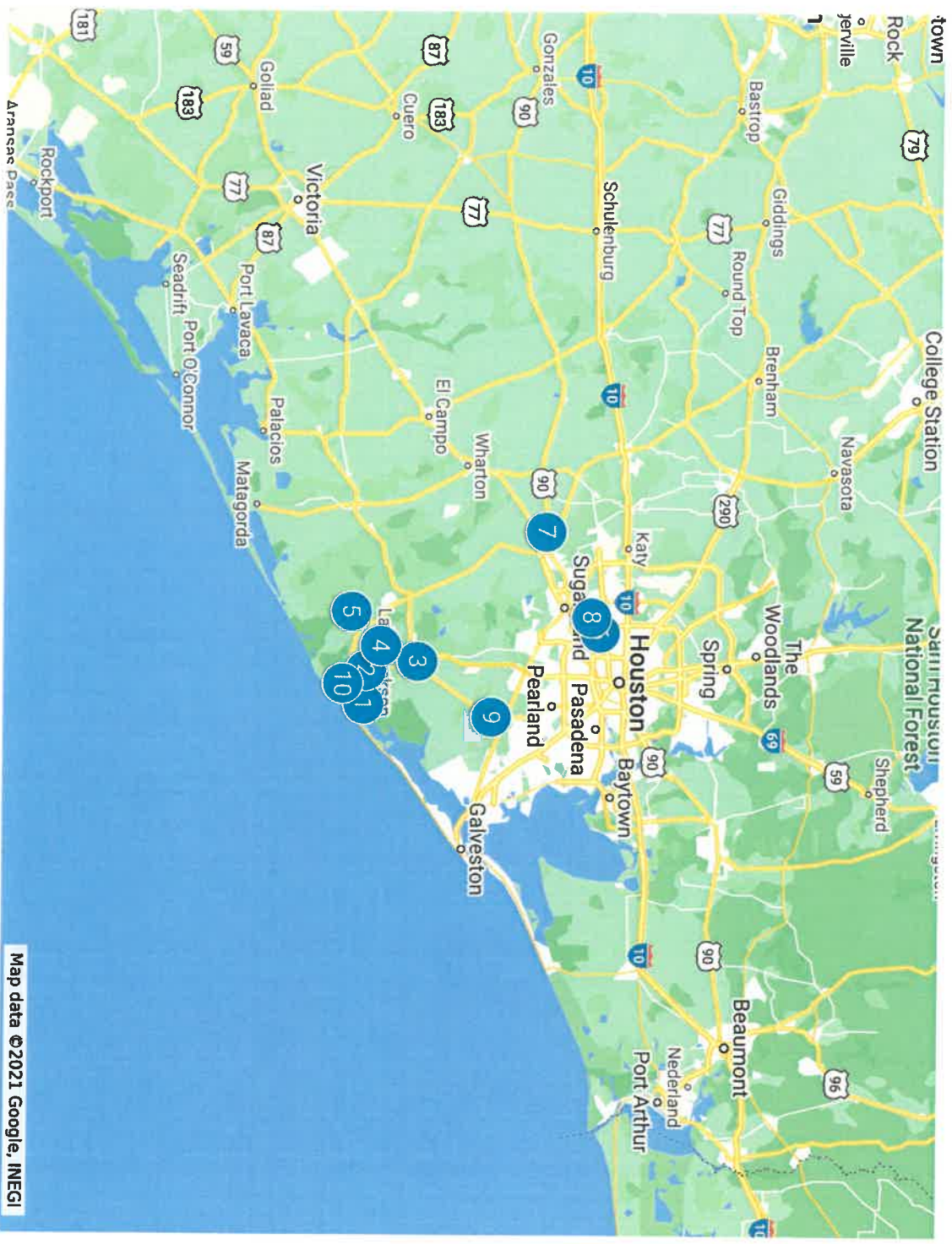
Freeport City Fines And Fees

Year of Offense	Offense Age In Years	Total Dollar Amount Turned Over	Total Dollar Amount Due	Total Dollar Amount Paid	Percent Paid	Total Dollar Amount Non Cash		Percent Non Cash	Total Dollar Amount Liquidated		Percent Liquidated
						Cash	Non Cash		Cash	Non Cash	
1978	43	\$255.60	\$0.00	\$163.00	63.77%	\$92.60	\$0.00	36.23%	\$255.60	\$0.00	100.00%
1992	29	\$305.50	\$305.50	\$0.00	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	0.00%
2000	21	\$478.81	\$0.00	\$300.00	62.66%	\$178.81	\$0.00	37.34%	\$478.81	\$0.00	100.00%
2002	19	\$6,345.90	\$300.00	\$4,537.00	71.49%	\$1,508.90	\$0.00	23.78%	\$6,045.90	\$0.00	95.27%
2003	18	\$287,223.21	\$0.00	\$36,463.54	12.70%	\$250,759.67	\$0.00	87.30%	\$287,223.21	\$0.00	100.00%
2004	17	\$303,812.02	\$0.00	\$48,737.03	16.04%	\$255,074.99	\$0.00	83.96%	\$303,812.02	\$0.00	100.00%
2005	16	\$214,752.36	\$9,451.20	\$45,417.03	21.15%	\$159,884.13	\$0.00	74.45%	\$205,301.16	\$0.00	95.60%
2006	15	\$256,655.11	\$65,437.06	\$76,753.12	29.91%	\$114,464.93	\$0.00	44.60%	\$191,218.05	\$0.00	74.50%
2007	14	\$430,766.62	\$124,153.23	\$129,353.32	30.03%	\$177,260.07	\$0.00	41.15%	\$306,613.39	\$0.00	71.18%
2008	13	\$523,345.99	\$94,617.87	\$145,238.93	27.75%	\$283,489.19	\$0.00	54.17%	\$428,728.12	\$0.00	81.92%
2009	12	\$476,734.62	\$64,741.35	\$141,600.53	29.70%	\$270,392.74	\$0.00	56.72%	\$411,993.27	\$0.00	86.42%
2010	11	\$277,055.22	\$79,374.34	\$85,204.72	30.75%	\$112,476.16	\$0.00	40.60%	\$197,680.88	\$0.00	71.35%
2011	10	\$415,693.06	\$102,084.08	\$136,113.14	32.74%	\$177,495.84	\$0.00	42.70%	\$313,608.98	\$0.00	75.44%
2012	9	\$387,579.17	\$84,480.56	\$136,226.01	35.15%	\$166,872.60	\$0.00	43.06%	\$303,098.61	\$0.00	78.20%
2013	8	\$426,183.25	\$92,532.53	\$136,635.51	32.06%	\$197,015.21	\$0.00	46.23%	\$333,650.72	\$0.00	78.29%
2014	7	\$453,124.28	\$114,088.33	\$149,317.65	32.95%	\$189,718.30	\$0.00	41.87%	\$339,035.95	\$0.00	74.82%
2015	6	\$588,941.42	\$179,730.34	\$176,836.12	30.03%	\$232,374.96	\$0.00	39.46%	\$409,211.08	\$0.00	69.48%
2016	5	\$503,625.52	\$209,221.33	\$121,407.96	24.11%	\$172,986.23	\$0.00	34.35%	\$294,404.19	\$0.00	58.46%
2017	4	\$439,360.52	\$254,256.25	\$78,876.49	17.95%	\$106,227.78	\$0.00	24.18%	\$185,104.27	\$0.00	42.13%
2018	3	\$212,371.25	\$163,330.13	\$23,130.48	10.89%	\$25,910.64	\$0.00	12.20%	\$49,041.12	\$0.00	23.09%
2019	2	\$69,141.09	\$57,202.06	\$1,968.57	2.85%	\$9,970.46	\$0.00	14.42%	\$11,939.03	\$0.00	17.27%
2020	1	\$8,766.60	\$8,766.60	\$0.00	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	0.00%
		\$6,282,517.12	\$1,704,072.76	\$1,674,280.15	26.65%	\$2,904,164.21	\$0.00	46.23%	\$4,578,444.36	\$0.00	72.88%

City Of Freeport Top 10 Bad Address Accounts By Zip Code

FreeportCity_Bad.xlsx

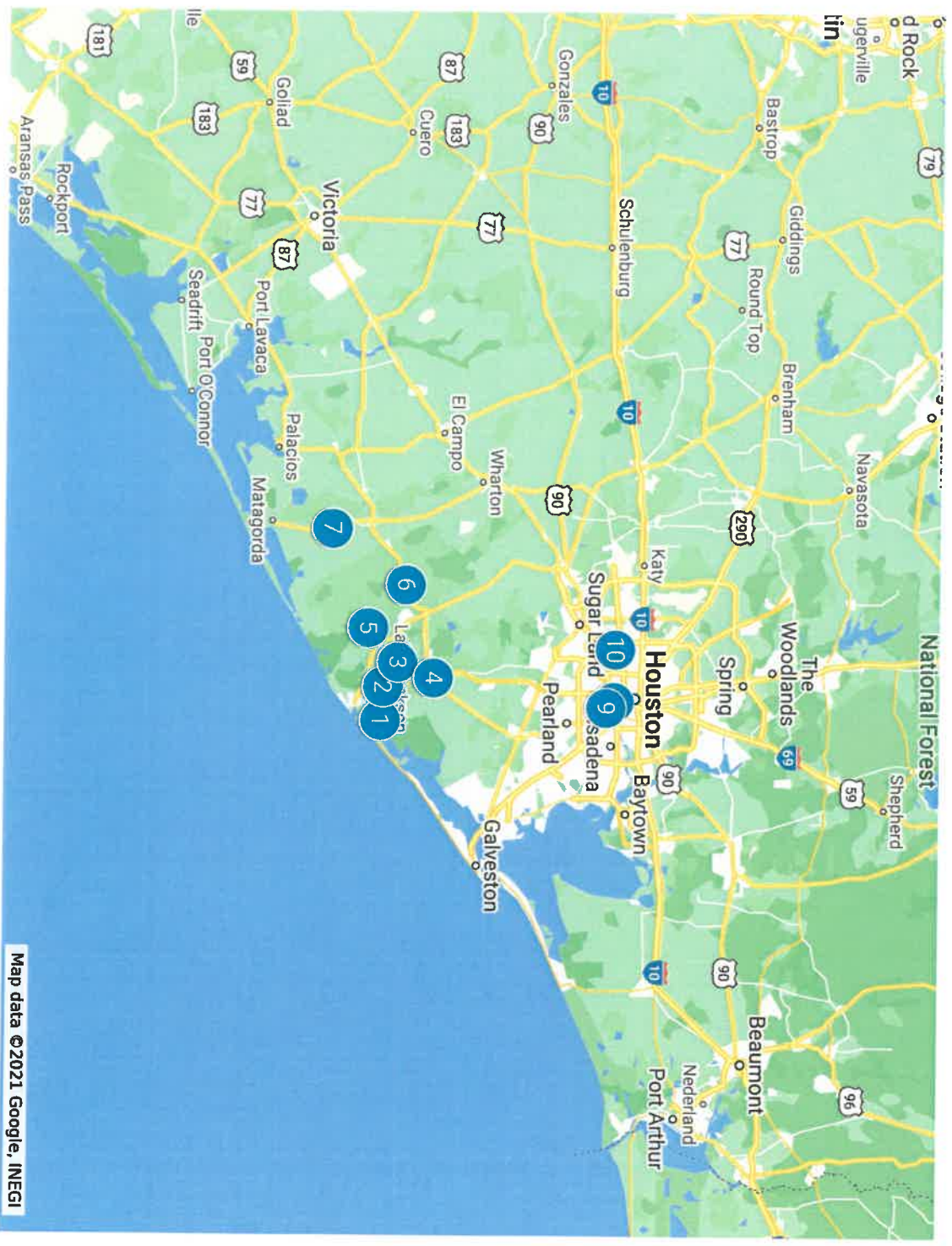
- 1 77541 - \$82616.08(104)
- 2 77531 - \$8514.78(13)
- 3 77515 - \$8244.48(10)
- 4 77566 - \$9825.32(9)
- 5 77422 - \$2967.93(5)
- 6 77036 - \$3073.59(4)
- 7 77471 - \$2077.40(4)
- 8 77099 - \$2571.79(3)
- 9 77511 - \$1957.43(3)
- 10 77542 - \$3103.20(3)



City Of Freeport Top 10 Accounts By Zip Code

FreeportCity_Valid.xlsx

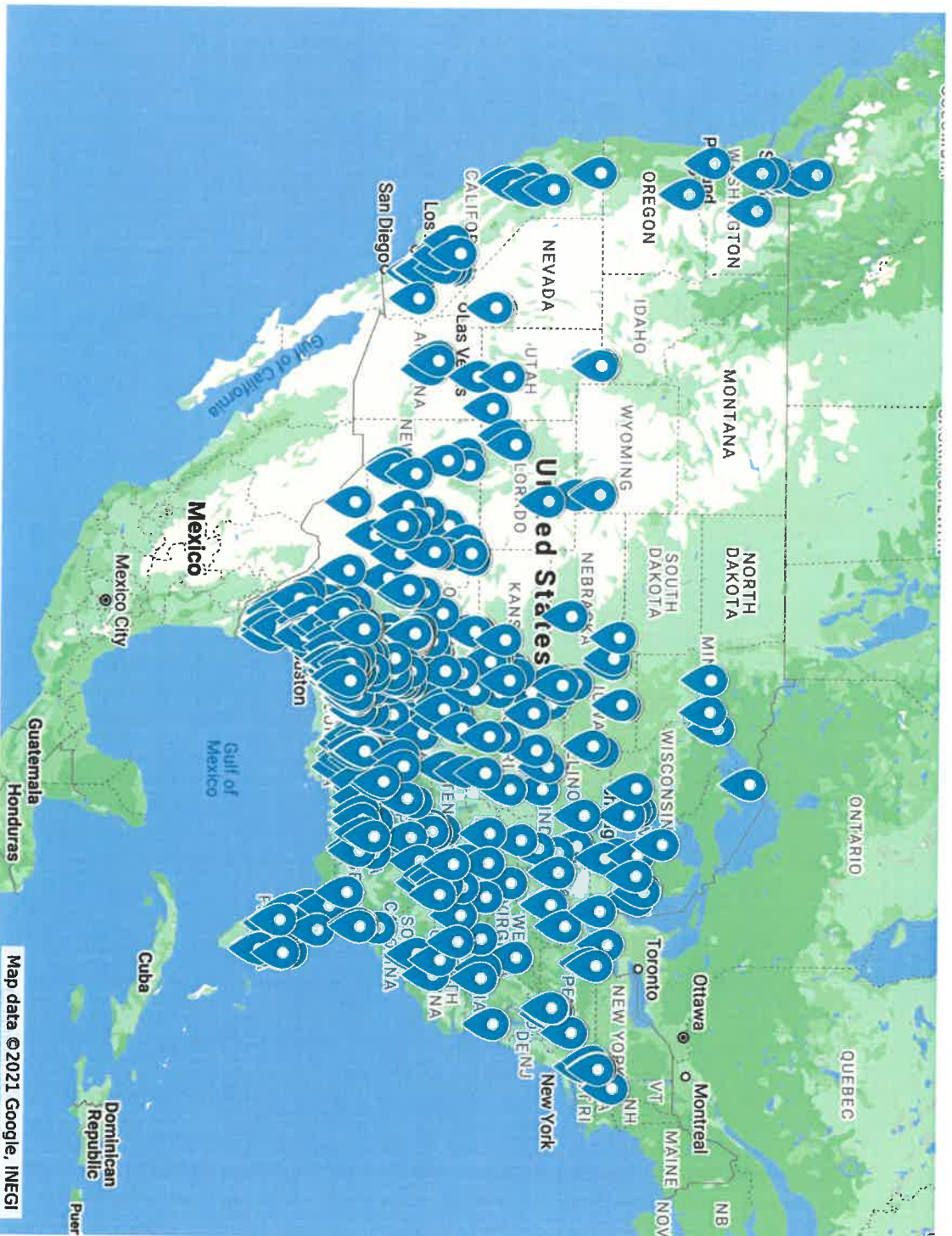
- 1 77541 - \$277070.55(388)
- 2 77531 - \$76141.00(101)
- 3 77566 - \$57835.44(91)
- 4 77515 - \$48850.94(70)
- 5 77422 - \$23558.07(41)
- 6 77480 - \$14867.88(16)
- 7 77414 - \$10114.02(15)
- 8 77021 - \$13225.19(13)
- 9 77033 - \$6523.60(13)
- 10 77036 - \$10651.08(13)



City Of Freeport All Accounts

FreeportCity_All.xlsx

All items





City Council Agenda Item # 3

Title: Veteran's Day Parade & Festivities Presentation

Date: April 5, 2021

From: Laura Tolar, Special Projects Coordinator

Staff Recommendation:

Staff recommends the City Council supporting the City of Freeport hosting the 2021 Veteran's Day Parade and festivities. We were to host the 2020 Parade but due to the pandemic the parade and festivities were canceled

Item Summary:

The City of Freeport will be hosting the Veteran's Day Parade to be held on November 11, 2021 (Veteran's Day). The parade route has yet to be determined but in the past has traveled down Second Street to the parking lot of Brazosport High School with the festivities being held at Hopper Field.

Background Information:

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

Special Considerations:

N/A

Financial Impact:

The parade is funded by donations and there will be no city funds used to pay for this event.

Board or 3rd Party recommendation:

N/A

Supporting Documentation:

N/A

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Monday, March 15, 2021, at 6:00 p.m. at the Freeport Police Department, Municipal Court Room, 430 North Brazosport Boulevard, Freeport Texas for the purpose of considering the following agenda items:

City Council:

- Mayor Brooks Bass:
- Councilman Jeff Pena
- Councilman Jerry Cain
- Councilman Mario Muraira
- Councilman Roy E. Yates

Staff:

- Tim Kelty, City Manager
- Betty Wells, City Secretary
- Chris Duncan, City Attorney
- Cathy Ezell, Finance Director
- Brenda Ferguson, Human Resource Director
- Lance Petty, Public Works Director
- Chris Motley, Freeport Fire Chief
- Ray Garivey, Freeport Police Chief
- Courtland Holman, EDC Director
- Clarisa Molina, Administrative Assistant
- Laura Tolar, Special Events Coordinator
- Robert Cramer, Freeport Parks Via Teleconference
- LeAnn Strahan, Destinations Director

Visitors:

David McGinty	Tommy Pearson
Kenny Hayes	Melanie Oldham
Sam Reyna	Joshua Mitchell
Jerry Meeks (Veolia)	Nick Irene (Facts)
Ruben Renobato	Troy Brimage
Ty Morrow	Bob Casale
Nicole Mireles	Charlene Heydinger (PACE)
Joshua Mitchell	Margaret McMahan
Keith Stumbaugh	Kristen Blomquist (Masterson)

Visitors, Via Teleconference:

Amanda Petty	Sabrina Brimage
Drew Masterson	Melissa Ashington (GLO)
Robert Hayward	

Call to order.

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

INVOCATION AND PLEDGE OF ALLEGIANCE:

Invocation was led by City Attorney Chris Duncan and the Pledge was led by Mayor Brooks Bass.

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.

Bob Casale spoke to council about his property at Bridge Harbor. He said that Jeff Pynes and Norma Garcia allowed some building to be done on his property. Mr. Casale said that it has cost him a lot in attorneys fees. He said that council knows the background on this issue and he hopes the issue is going to be taken care of.

Ty Morrow 1867 Acacia Circle spoke to council about his concerns with the current contract with solid waste service. He said that bulk trash is not being picked up weekly as the contract says it should be, he said that it is taking up to three weeks for the heavy pickup to be removed. He said that the pickup does not happen until he calls Waste Connections. Mr. Morrow said that he hopes that city listens to the residents when its time to renew the contract.

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

Emergency management briefing COVID-19.

Chief Motley said regarding COVID-19 there were 100 cases reported at the beginning of the month for Brazoria County. He said that City of Freeport was seeing two to three cases a day. Chief Motley said that the supplies are still good, and they are still picking up supplies from the State. He said that we are still waiting on numbers after Spring Break. Chief Motley spoke about recovery from the freeze. Mayor Bass asked if there was still time to fill out the paperwork for mitigation. Chief Motley said he believes this ended on today's date.

Presentation by Masterson Advisors regarding issuance of Certificates of Obligation for the Sanitary Sewer Improvements.

Kristen Blomquist of Masterson Advisor gave a presentation to Council regarding the issuance of Certificate of Obligations for Sanitary Sewer improvements. Blomquist presented a summary of Certificate of Obligations. She said that in their analysis Masterson Advisor's is assuming 5-million-dollar issuance. She said that currently rates are around at 1.8%, she said this is a great rate for twenty-year financing. She said that the notice of intent, must be posted for forty-five days. Next meeting a Resolution of Intent will be presented for consideration, and if adopted, a public hearing would be held on June 7, 2021 and then the C/O would close on or about June 28, 2021, and funding will available be at that time.

Mayor Bass asked if there is a pre-payment penalty? Ms. Blomquist said that there is a ten-year non-callable period. Mayor Bass asked if we anticipate any major increases in the rate, Ms. Blomquist said that it is hard to say.

City Manager Tim Kelty said that he would like to get this process started, but he wants the support from council before moving forward.

Mayor Bass said that he wants to get this moving, he asked if there are any other methods that can get us extra funding? Mr. Kelty said yes, and Ms. Ezell has found us \$ 260,000.00 additional funds.

Councilman Muraira asked about this year's bond, he asked the amount? Tim Kelty said that the one that was issued last year was for \$8 Million, and it is for streets and drainage. Councilman Muraira asked about the one for \$5,931,626. Mr. Kelty said that this is a grant and will not need to be paid back. It is specifically for I & I in the collection system.

Mayor Bass asked Jerry Meeks, Director of Veolia, if the city can proceed with I & I projects, and still maintain the waste water treatment system? And what will this entail with I & I? Mr. Meeks said yes, and that it will replace sewer pipe. Mr. Meeks said that the majority of these pipes run in backyards and alleys. He said that the size of lines is from 6 to 12 inch. Mr. Meeks said that the majority of the pipes are clay. He said that some pipes have been replaced with PVC.

Mayor Bass said to proceed.

Presentation of Veolia's annual operation report.

Jerry Meeks presented Veolia's annual operation report to council.

Mayor Bass asked how long the biosolids have to sit before being taken to the landfill. Mr. Meeks said that they will take them from 18% solid and up.

Mayor Bass asked about the replacement of the broken fire hydrants around the city. Mr. Meeks said that there was a shipment of five hydrants that came in today, he said that they will start replacing them hopefully this week.

CONSENT AGENDA

Consideration and possible action on the approval of City Council meeting minutes from March 1, 2021.

Consideration and possible action to adopt Ordinance No. 2021-2627 amending the General Election for May 1, 2021 polling locations.

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

COUNCIL REGULAR AGENDA:

Consideration and possible action approving PACE Resolution No. 2021-2676 of Intent.

Freeport EDC Director, Courtland Holman presented to council the possible action on approving the PACE Resolution No. 2021-2676 of Intent. Mr. Holman said that the Freeport EDC Board recommended

approval of participation in this program. He said that he recommends council approve of this PACE Resolution of intent.

Charlene Heydinger, President with Texas Property Assessed Clean Energy (PACE) spoke to council about the PACE Program, she said that she is with a nonprofit that assists in the administration of this program. She said that what this program allows an owner of, Commercial, Industrial, or Multifamily Real Property to make improvement lower their operating cost, and use the savings to pay for eligible projects. She said that it does not cost the city any money.

Mayor Bass asked if there is any obligation on the citizens of Freeport. Ms. Heydinger said "No". She said that the city will collect for the lender and the project, she said that most city's contract through the law firm that then collects the debt for the city.

Ms. Heydinger said that the next step to create this program is to pass the resolution of intent tonight, post the report that explains how this works on the website, hold a public hearing, and at the next meeting following a public hearing adopt a resolution approving the PACE Program.

Mayor Bass asked who is responsible for the legal documents, for liens. Ms. Heydinger said that the nonprofit is responsible. He also asked if there have been any lawsuits? Ms. Heydinger said, no there have been no lawsuits. Mayor Bass asked if there is a failure rate? Ms. Heydinger said there has been a zero-failure rate.

Councilman Pena said that the Freeport EDC is looking at assessment of rebuilding the city.

City Attorney Chris Duncan said that he recommends the participation in this program.

On a motion by Councilman Pena, seconded by Councilman Cain, with all present voting "Aye" 5-0 Council unanimously approved the PACE Resolution No. 2021-2676 of Intent.

Discussion and notice regarding Utility Billing cutoffs.

City Manager Tim Kelty spoke to council regarding Utility Billing cutoffs. He said that when COVID hit the decision was made to suspend the cutoff for the utility customers of Freeport. He said that at this time there are 204 accounts that are delinquent and \$84,000.00 in unpaid water bills. Mr. Kelty said that we will start assessing this, we will give notice on social media, and with doorhangers. The cutoffs will begin on April 21, 2021.

Mayor Bass asked if we have a breakdown of renters, versus homeowners? Mr. Kelty said we do not have a breakdown of this. Mayor Bass also asked if the late payment fees will be deducted? Mr. Kelty said yes. If the they come in and put a payment down, and make arrangements, these fees will be removed.

Councilman Pena asked how the shortage will be satisfied? Mr. Kelty said that this will be a loss. Mr. Kelty said that April 21, 2021 will be the last day to make arrangements with no late fees. Councilman Pena asked if the doorhanger is double sided, he said that he believes this needs to be in Spanish as well. Mr. Kelty said that this can be done.

Councilman Muraira asked who will be taking care of the contract plan for this. Mr. Kelty said that this will be done by Darla Autry, in the water department. Councilman Muraira also asked if there was a good response with the doorhangers for the utility grant that was done earlier? Mr. Kelty said that there

were about 120 customers that responded to the grant program for utility bills, but that the response from customers with delinquent accounts was very low. Councilman Muraira asked if we will be knocking on the door as well as hanging the tag. Mr. Kelty said yes. Councilman Muraira asked how many people at City Hall speak Spanish. Mr. Kelty said that we have three employees.

Councilman Cain asked if the door tags are already printed out, he said that he thinks contact information for City Hall needs to be included on the hangers. Mr. Kelty said that this information can be added.

Nicole Mireles said that she agrees that this needs to be in Spanish as well, and she said that we need someone to translate at the doors.

Discussion and possible action amending the city's solid waste service.

City Manager Tim Kelty spoke to council about the possible action amending the city's solid waste service. He said that the current contract ends January 22, 2022, and he would like go out for bids on new service. He said he would like to have a new contract in place by August of 2021. Mr. Kelty said that the city residents pay over \$25.00 a month for trash service. He said that this includes two days a week pickup, once weekly heavy pickup, and quarterly community cleanup. Mr. Kelty said that other city's charge \$17.00-\$22.00 a month.

Mr. Kelty proposed changes in the contract that would offer an optional once per week pick up, once per month Bulk pick up and increasing the amount from 2CY to 5CY, with notice being made to City Hall, and adding commercial rate and franchise payment to the city.

Councilman Pena said at the current rate of \$25.00, if we are able to get a lower rate it will be about 30% savings. He asked which department oversees these contracts. Mr. Kelty said Finance, Code and the Water Department.

Councilman Muraira asked if the property owners and commercial businesses have to agree with this. Mr. Kelty said that city's have the authority to do this. He asked if the businesses have to use this service. Mr. Kelty said that businesses would have to use the provider used by the city, they would pay at the rate that was bid. Councilman Muraira said that his concern is if businesses would agree to this. Mr. Kelty said if they see savings they will.

Councilman Cain said with the heavy pickup being proposed up to 5 CY once a month, can we propose that they heavy pickup be done half of city on Monday and the other half be done on Tuesday. He asked if this could help the situation we are in now. Mr. Kelty said that this is what we are doing now, and it is just not working.

Mr. Kelty said that if council is on board he can begin putting together the RFP for bids to award a contract.

Consideration of a Resolution No. 2021-2677 appointing a Member to the Planning Commission.

City Manager Tim Kelty presented to council a Resolution No. 2021-2677 appointing a Member to the Planning Commission. He said that this vacancy is from Cliff Vandergriff resigning. We have Joshua Mitchell, and Keith Stumbaugh who have submitted applications.

Joshua Mitchell spoke to council of his interest of serving on the Planning Commission Board.

On a motion by Councilman Pena, seconded by Councilman Cain, to appoint Keith Stumbaugh to fill the remainder of the term on the Planning Commission, on a vote 4-1, Council approved Resolution No. 2021-2677 appointing a Member to the Planning Commission. Councilman Muraira voted "Ney".

Nicole Mireles spoke to council of Margaret McMahan not being considered for serving on the Planning Commission.

Margaret McMahan spoke to council of her interest in serving on the Planning and Commission Board. And spoke interest of serving on the Freeport EDC.

Consideration of a Resolution No. 2021-2678 appointing a Member to the Freeport Economic Development Board.

City Manager Tim Kelty presented to council a Resolution No. 2021-2678 appointing a Member to the Freeport Economic Development Board. He said that this vacancy became available when Lesa Girouard resigned. We have applications from David McGinty, Melanie Oldham, Ruben Renobato, and Margaret McMahan. There is an application from Ken Green, but at this time he is not interested in serving on the board.

Melanie Oldham spoke to council of her interest of serving on the Freeport EDC Board.

On a motion by Councilman Muraira, seconded by Councilman Yates, to appoint Ruben Renobato to fill the remainder of the term on the Freeport Economic Development Board on a vote 4-1, Council approved Resolution No. 2021-2678 appointing a Member to the Freeport Economic Development Board. Councilman Pena voted "Ney"

Councilman Cain said that he wants everyone to know that appointing members to boards, is one of the hardest things that council has to do. He said thank you to all, that volunteer their time to serve on these committees.

Discussion regarding vacancies on Freeport Historical Commission and Main Street Advisory Board.

City Manager Tim Kelty announced to Council that there is a vacancy that has come open with the resignation of Cliff Vandergriff, on the Freeport Historical Commission and Main Street Board. He said that we would like to seek applications and recommendations from council to fill this position.

Consideration and possible action approving a form of Agreement for use with Freeport youth athletic associations.

LeAnn Strahan Freeport Destinations Director, presented to council an Agreement for use with the Freeport Athletic Associations. She said there has not been an agreement before for the use of the facilities. She said that there is no charge to use the facility but there will be a \$1000.00 refundable deposit.

Lance Petty Freeport Public Works Director, said that this is a protection to the Freeport Youth, as well as the city.

Mayor Bass asked what if the associations cannot afford liability insurance. Lance Petty said the insurance comes in for the concession stands, not on the fields.

Mayor Bass asked if there is anyway the liability insurance for the concession stand can be covered under the city's insurance plan. City Attorney Chris Duncan said that this is something that can be checked into.

Councilman Muraira asked what the cost of the insurance would be. Lance Petty said that the concession stand should be covered under our policy. But he is not sure of the contents that are kept in the structure.

Mayor Bass said that he does not think that the association should have to get additional coverage.

Mayor Bass tabled this item until the next city council meeting.

Discussion and possible action regarding direction for expenditures of 2020 Bond Funds.

City Manager Tim Kelty presented to council the discussion and possible action regarding direction for the expenditures of 2020 Bond Funds. He said that the city issued \$8 million in certificate of obligations. He said this was for four different areas. Streets and sidewalks, Drainage, City Hall renovations and for City Parks. He said that council has said that they do not want to spend the funds on the repairs to Heritage House. Mr. Kelty said that he is wanting to add a few other things that he would like to be considered for part of this money not being used for Heritage house. He said the fishing pier at Riverplace is closed to the public and needs to be replaced. He said Mr. Petty has gotten quotes for lighting of the 2 soft ball diamonds at SFA Park and the 2 little league diamonds at Riverside park behind McDonnalds for about \$100,000 and would like Council Authorization to utilize the funding originally intended for Heritage House for these projects. He also was requesting authorization to proceed with the architectural design for City Hall.

Councilman Jeff Pena said that he would like to get the maps on streets. He also asked if we need to get permission from the GLO to replace the fishing pier. Billy Shoemaker said there is a procedure we will have to file with the State. Councilman Pena asked if the lighting at the diamonds is a cross beam, or a new fixture. Lance Petty said that it is a cross beam that goes on top of the pole, and the LED bulbs will attach to it. Councilman Pena asked if the \$1.5 million for City Hall renovation could include the second elevator and the landscaping. Mr. Kelty said that he will request that this be included. Councilman Pena asked if there has been an appraisal on the City Hall building. Mr. Kelty said "no". Councilman Pena asked if we have just stopped on repairs to the Heritage House? Mayor Bass said that council has not given a decision, except for not investing \$392,000.00 into repairs on Heritage House.

Councilman Muraira asked if council is giving approval on the renovation to City Hall? Mayor Bass said that this is for the approval of architectural design, he said that we are not committed yet. Councilman Muraira said that he thinks that this should be individual action items on the next agenda, not just something for discussion.

Mayor Bass tabled this item.

WORK SESSION:

Councilman Pena said that he would like to speak on the EDC having a proposal in regards to the VIC. Mayor Bass said that he would like this to be an agenda item. Councilman Pena spoke of his concern of the safety issues of drivers going down 2nd Street and Cherry as well as 2nd Street and 1495. He said that he is not sure if we need more street signs, or it there should be patrol to stop this racing down these streets. He spoke about the landscaping on Cherry Street he said that there is no clear passage way by City Hall, the same issue by the downtown park. He said we need a clear line of sight. He said that there

are fire ants on the sidewalks by the park in downtown. He spoke of his concerns on safety at the beaches, he said that safety is important. He said that we need to look at a comprehensive safety plan for the beach. He asked if we can get the cranes that are extended at the entrance of Freeport rectified. Councilman Pena asked about the Beautification Board budget. Mr. Kelty said that there is not a budget for this board. He spoke to Lance Petty about the brightness of the bulbs coming from the light fixtures at 288, he asked if maybe we can add a blue lighting as well to the entrance of Freeport. Councilman Pena said that the poles by the river need brighter lights.

Councilman Cain said that he wants to make sure that the citizens are not being charged for the bulk trash pickup if it is over the 2 CY. He said that in the contract it is for 2 CY a week, but this is not being picked up weekly. He said that it is taking up to three weeks, they should be allowed to have 6 CY without a charge for overage.

Councilman Muraira asked for an update on the library repair. Lance Petty said that the contractors are working on this, and it should be completed before elections, he said that the whole library should be completed. Councilman Muraira asked about the books and computers being set back up in the library. Mr. Petty said that they are communicating with the employees of the library. Mr. Petty also said that they have broke the concrete in the PD parking lot to run electricity to get lighting in this parking lot. Councilman Muraira said that we need to make sure we let the community know when the library opens back up. Mr. Kelty said that notice will be put up on social media. Councilman Muraira asked where we are at on the contract with the streets. Mr. Kelty said that he has been in contact with Freese and Nichols. Councilman Muraira asked if we will have the concrete streets finished this year? Mr. Kelty said that we will be behind schedule for this year, which is why he has been pushing Freese and Nichols. He asked Mr. Kelty to put the lighting for the ballpark diamonds, the repair to the piers at Riverplace and City Hall Architectural Design on the next agenda as an action item. Mr. Kelty said that he will do this.

Councilman Yates said that spoke with Willie Garcia, he said that he has built 22 houses in the city. Councilman Yates said this is very good, and this is what the city needs.

Mayor Bass said that we really need to get asphalt down on 2nd Street. He said that we may need to consider adding this street to the street repair list.

Update on reports / concerns from Department heads

Open session was closed at 8:24 pm and Council entered into Executive Session.

CLOSED SESSION:

Executive Session regarding a.) (Potential Litigation) consultation with city attorney b.) (Deliberations about Real Property), open space program, in accordance with Government Code Annotated, Chapter 551, Sections 551.071, 551.072.

REGULAR SESSION

Mayor Bass reconvened regular session at 8:44 P.M.

There was no action taken from executive session.

Adjourn

On a motion by Councilman Muraira, seconded by Councilman Yates, with all present voting "Aye", Mayor Bass adjourned the meeting at 8:45 P.M.

Mayor, Brooks Bass
City of Freeport, Texas

City Secretary, Betty Wells
City of Freeport, Texas



City Council Agenda Item # 5

Title: Take action to approve a contingent fee contract with Perdue Brandon Fielder Collins and Mott, LLP pursuant to Section 6.30 of the Tax Code, said contract being for the collection of delinquent government receivables owed to City of Freeport and notice of said contract is posted with the agenda in accordance with Section 2254 of the Government Code.

Date: April 5, 2021

From: Cathy Ezell, Finance Director

Staff Recommendation: Staff recommends the approval of the contract with Perdue Brandon Fielder Collins and Mott, LLP.

Item Summary: This contract will begin April 29, 2021 and continue until April 28, 2023.

Background Information: Perdue Brandon collects delinquent taxes, liens and court fines and fees on behalf of the City.

The City's Collection of Delinquent Taxes contract allows Perdue Brandon to enforce by suit or otherwise, the collection of all delinquent taxes, penalty and interest. Taxes that are delinquent as of July 1st each year are turned over to Perdue Brandon for collection.

The City's Collection of Mowing, Demolition & Paving Liens and/or Assessments contract allows Perdue Brandon to use reasonable and necessary legal steps to effect collections of mowing, demolition and paving liens and/or assessments due to City.

Special Considerations: NA

Financial Impact: Perdue, Brandon, Fielder, Collins and Mott, L.L.P. receives fees directly paid by the account holders; therefore, there are not direct costs associated with their services

Board or 3rd Party recommendation: NA

Supporting Documentation:

Disclosure Requirements- Section 2254, Government Code
Contract for the Collection of Delinquent Taxes.
Public Notice to Government Code Sec. 2254.1036
Written Findings as to Collection Contract.
Form 1295

Disclosure Requirements - Section 2254, Government Code

Section 2254 of the Government Code requires a contingent fee contract to be considered and approved at an open meeting by your local governing body. To comply with this, the following three items are required.

1. **Public Notice** – The Public Notice provided herein must be posted before or at the time the District gives written notice of their open meeting under Section 551.041.
2. **Agenda Item** – The Agenda Item provided herein must be placed in the agenda for the open meeting.
3. **Written Findings**- At the open meeting, your local governing body must approve the Agenda Item for the contingent fee contract, and it must approve and sign the Written Findings provided herein.

**CONTRACT FOR THE COLLECTION OF
DELINQUENT TAXES**

THE STATE OF TEXAS

§

COUNTY OF BRAZORIA

§

§

THIS CONTRACT is made and entered into by and between **THE CITY OF FREEPORT**, a political subdivision of the State of Texas, acting by and through its City Council, hereinafter called Taxing Authority, and **PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P.**, Attorneys at Law, Houston, Texas, or their duly authorized representatives, hereinafter called the Firm.

I.

Taxing Authority agrees to employ and does hereby employ the Firm to enforce by suit or otherwise, the collection of all delinquent taxes, penalty and interest, owing to the Taxing Authority which the Taxing Authority's Tax Collector refers to the Firm, provided current years taxes becoming delinquent within the period of this contract shall become subject to its terms upon the following conditions:

- A. Taxes that become delinquent during the term of this contract that are not delinquent for any prior year become subject to the terms of this contract on the 1st day of July, of the year in which they become delinquent; and
- B. Taxes that become delinquent during the term of this contract on property that is delinquent for prior years shall become subject to its term on the first day of delinquency when such property is under litigation or comes under litigation or is referred to the firm for collection by the Taxing Authority's Tax Collector.

- C. Taxing Authority reserves the right to make the final decision as to whether or not to enforce by suit any delinquent tax account turned over to the Firm for collection.
- D. All delinquent personal property taxes shall become subject to this contract and are to be turned over to the FIRM for collection 60 days after the delinquency date for said taxes. A 20% penalty shall be assessed to defray the cost of collecting those taxes as provided by §33.11, Texas Property Tax Code. All collection penalties or attorney fees collected on those taxes are the property of the firm and shall be paid in the same manner as all other collection penalties or attorney fees under this contract.

II.

The Firm is to call to the attention of the collector or other officials any errors, double assessments or other discrepancies coming under their observation during the progress of the work and is to intervene on behalf of the Taxing Authority in all suits for taxes hereafter filed by any taxing unit on property located within its taxing jurisdiction.

III.

The Firm agrees to make progress reports to the Taxing Authority on request and to advise the Taxing Authority of all cases where investigation reveals taxpayers to be financially unable to pay their delinquent taxes.

IV.

Taxing Authority agrees to furnish to the Firm all data and information as to the name, and address of the taxpayer, the legal description of the property, years and amount of taxes due.

Taxing Authority further agrees to update said information by furnishing a list of paid accounts and adjustments to the tax roll as necessary. Section 33.48(a) (4) of the Texas Property Tax Code provides: "In addition to other costs authorized by law, a taxing unit is entitled to recover...reasonable expenses that are incurred by the taxing unit in determining the name, identity and location of necessary parties and in procuring necessary legal descriptions of the property on which a delinquent tax is due:..." The Firm agrees to advance on behalf of Taxing Authority such costs and expenses. In consideration of the advancement of such costs and expenses by the Firm, Taxing Authority assigns its right to recover the same to the extent approved by the Court and/or customarily and usually approved by the Court. The Firm expressly waives any claim against Taxing Authority for uncollected costs or expenses.

V.

Taxing Authority agrees to pay the Firm as compensation for services rendered hereunder, the percentage as set forth below, of the total amount of all delinquent taxes, penalty and interest which are subject to this contract and which are actually collected and paid to the Taxing Authority's Collector of Taxes, when an equal amount of Section 33.07 or 33.08 penalties is recovered from the taxpayer. Other taxes, including current taxes, which are turned over to the Firm by the Taxing Authority's Tax Assessor-Collector because of the necessity of filing claims in Bankruptcy, with other Federal authorities, or for other reasons, shall become subject to the terms of this contract at the time they are turned over to the Firm and the Firm shall be entitled to the appropriate percentage, as set forth below, of any amounts of delinquent taxes, penalties, and interest actually received by the Taxing Authority, and also the appropriate percentage, as set forth below, of current taxes actually received by the Taxing Authority when such percentage is actually recovered from the taxpayer, if collected prior to July 1st of any tax year.

Compensation Amounts

- 15% of tax year 2001 and prior year collections;
- 20% of tax year 2002 and subsequent year collections.

VI.

This Contract shall commence on **April 29, 2021** and continue in force and effect until **April 28, 2023**, and shall thereafter continue on a month to month basis, except that either party to this agreement may terminate this agreement by giving the other party thirty (30) days written notice of their desire and intention to terminate this agreement; and further provided that the Firm shall have an additional six (6) months to reduce to payment or judgment all tax litigation and bankruptcy claims filed prior to the date this agreement becomes terminated.

VII.

Every provision of this Agreement is intended to be severable. If any term or provision hereof is hereafter deemed by a Court to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Agreement, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

The Firm verifies that it is in compliance with and will comply with all provisions of Texas Government Code Section 2271.002 during the term of this contract.

Neither the Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Firm: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is

a company listed by the Texas Comptroller pursuant to Section 2252.153 of the Texas Government Code. The term "foreign terrorist organization" has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code.

In consideration of the terms and compensation here stated, the Firm hereby accepts said employment and undertakes the performance of this Contract as above written.

This Contract is executed on behalf of the Taxing Authority by the presiding officer of the governing body who is authorized to execute this instrument by Order heretofore passed and duly recorded in its minutes.

WITNESS the signatures of all parties hereto in duplicate originals this the _____ day of _____, 2021, Brazoria County, Texas.

PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P.
Attorneys At Law
1235 North Loop West, Suite 600
Houston, Texas 77008
(713) 862-1860 or 1 (800) 833-5886
(713) 862-1429 Fax

By: _____

CITY OF FREEPORT

By: _____

Attest: _____

Public Notice:

NOTICE PURSUANT TO GOVERNMENT CODE SEC. 2254.1036

WHEREAS, the City of Freeport ("District"), will consider entering into a contingent fee contract with the law firm of Perdue, Brandon, Fielder, Collins & Mott, L.L.P. ("Firm") and hereby posts this notice pursuant to Sec. 2254.106 of the Government Code.

WHEREAS, this notice shall be posted before or at the time of giving the written notice required by Government Code Sec. 551.041 for a meeting described by Sec. 2254.1036(2) of the Government Code and shall announce the following:

- A. The District is pursuing a contract with the Firm for the collection of delinquent ad valorem taxes owed to the District and through this contract the District seeks to increase recovery of its delinquent debts in as expeditious a manner as possible. GOVT. CODE § 2254.1036(1)(A).
- B. The District believes the Firm has the competency, qualifications, and experience necessary to fulfill this contract. GOVT. CODE § 2254.1036(1)(B). The Firm has collected delinquent government receivables for over 50 years, including the collection of delinquent ad valorem taxes. The Firm currently has 14 primary offices and multiple satellite offices throughout Texas, Oklahoma, and Florida. It employs more than 360 individuals, including 55 attorneys. It uses a multi-office, fully integrated team approach allowing the District access to all its offices and resources. Its collection team consists of long-term Firm employees, including attorneys, call center associates, paralegals, law clerks, legal secretaries, collection support personnel and information technology experts. The Firm utilizes proprietary collection software that can be tailored to meet any special need the District may have. This proprietary software also automates many aspects of the collection process, such as: account/debtor research, mailings and phone calls, return mail and address updates, payment notification and processing and workflow.
- C. The nature of any relationship between the District and the Firm is as follows. GOVT. CODE § 2254.1036(1)(C). The Firm has represented the District since 1997 in the collection of delinquent ad valorem taxes.
- D. The District is unable to perform collect its delinquent ad valorem taxes. GOVT. CODE § 2254.1036(1)(D). The District currently does not have adequate support staff, computer software/programming, or experience to internally conduct these collection services and acquiring these will result in substantial expense to the District.
- E. These collection services cannot be provided for an hourly fee. GOVT. CODE § 2254.1036(1)(E). The Tax Code allows the assessment of a percentage-based fee to recover the costs of collecting delinquent ad valorem taxes. This percentage-based fee is assessed only against the debtor and not the District or taxpayers of the District. The collection of delinquent ad valorem taxes is a high-volume practice, requiring a significant amount of research, mailing, and handling of outbound/inbound calls. An hourly fee for such work will likely exceed amount of delinquent ad valorem taxes due. Moreover, the District will bear the cost of these hourly fees and not the

debtor, because the Tax Code does not expressly authorize the District to pay for collection services based on an hourly fee.

F. The District believes this contingent fee contract is in its best interest. GOVT. CODE § 2254.1036(1)(F). Under the contingent fee contract, the Firm will be paid the amount of the percentage-based collection fee, regardless the number of hours the Firm spends researching, contacting and mailing to collect the delinquent debt. Additionally, the percentage-based collection penalty is a pass-through expense to the debtor and not an expense to the District or taxpayers in the District.

Written Findings:

Written Findings as to the Collections Contract with Perdue, Brandon, Fielder, Collins & Mott, LLP

In an open meeting, the City Council for City of Freeport considered all matters listed Section 2254.1036(a)(1) of the Government Code, as they relate to a contingent fee contract with Perdue Brandon Fielder Collins and Mott, LLP.

The City Council, pursuant to Section 2254.1036(b), of the Government Code, hereby finds the following to be true: 1) there is a substantial need for the legal services specified in said contract; 2) these legal services cannot be adequately performed by the attorneys and supporting personnel of City of Freeport; and 3) these legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which these services will be obtained or because City of Freeport does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

Therefore, this City Council hereby approves the contract by and between City of Freeport and Perdue Brandon Fielder Collins & Mott, LLP, for professional legal services regarding the collection of delinquent ad valorem taxes with services to be paid in accordance with Section 6.30 of the Tax Code.

APPROVED and EXECUTED this the ____ day of _____, 2021.

On Behalf of the City Council for City of Freeport
Brazoria County, Texas

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2021-722899

Date Filed:
03/03/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Perdue Brandon Fielder Collins & Mott LLP
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Freeport

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Contract ID N/A

Provide collection services for delinquent ad valorem taxes

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested party.

6 UNSWORN DECLARATION

My name is Michael J. Darlow, and my date of birth is 10/15/59

My address is 1235 W. HOOD WEST, HOUSTON, TX, 77008 USA
(street) Suite 600 (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 3rd day of March, 2021
(month) (year)

Michael J Darlow
 Signature of authorized agent of contracting business entity (Declarant)



City Council Agenda Item # 6

Title: Consideration and possible action on Resolution suspending the effective date of the proposed CenterPoint utility rate increase for 45 days pending review by Herrera Law & Associates representing Freeport and the rest of the Texas Coast Utility Coalition cities.

Date: 4/05/2021

From: Tim Kelty, City Manager

Staff Recommendation: Staff recommends approval of the Resolution.

Item Summary:

ALLIANCE OF CENTERPOINT MUNICIPALITIES

The City is a member of the Texas Coast Utilities Coalition (“TCUC”) of cities. TCUC was organized by a number of municipalities served by CenterPoint Energy Resources Corp., Texas Coast Division (“CenterPoint”) and has been represented by the law firm of Herrera Law & Associates, PLLC (through Mr. Alfred R. Herrera) to assist in reviewing applications to change rates submitted by CenterPoint.

“GRIP” RATE APPLICATION

Under section 104.301 of the Gas Utility Regulatory Act (“GURA”), a gas utility is allowed to request increases in its rates to recover a return on investments it makes between rate cases. This section of GURA is commonly referred to as the “GRIP” statute, that is, the “Gas Reliability Infrastructure Program.”

Under a decision by the Supreme Court of Texas, the Court concluded that a filing made under the GRIP statute permitted gas utilities the opportunity to recover return on capital expenditures made during the interim period between rate cases by applying for interim rate adjustment and that proceedings under the GRIP statute did not contemplate either adjudicative hearings or substantive review of utilities' filings for interim rate adjustments. Instead, the Court concluded, the GRIP statute provides for a *ministerial* review of the utility's filings to ensure compliance with the GRIP statute and the Railroad Commission's rules, and that it is within the Railroad Commission's authority to preclude cities from intervening and obtaining a hearing before the Railroad Commission.

CENTERPOINT'S “GRIP” APPLICATION

On or about March 4, 2021 CenterPoint Energy Resources Corp., Texas Coast Division (“CenterPoint”) filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program (“GRIP”). CenterPoint’s application if approved by the Commission will result in an increase in the monthly customer charges as shown below:

Rate Schedule	Current Customer Charge	Proposed 2021 Interim Rate Adjustment	Adjusted Charge	Increase Per Bill
R-2096-I-GRIP 2021; R-2096-U-GRIP 2021 Residential	\$17.77 per customer per month	\$0.88 per customer per month	\$18.65 per customer per month	\$0.88 per customer per month
GSS-2096-I-GRIP 2021; GSS-2096-U-GRIP 2021 General Service Small	\$21.48 per customer per month	\$1.36 per customer per month	\$22.84 per customer per month	\$1.36 per customer per month
GSLV-627-I-GRIP 2021; GSLV-627-U-GRIP 2021 General Service Large Volume	\$262.84 per customer per month	\$33.15 per customer per month	\$295.99 per customer per month	\$33.15 per customer per month

CenterPoint presents that its proposed increases in its customer charges produce an increase in annual revenue of about \$3.8 million, system wide, in its Texas Coast Division.

REVIEW AND ACTION RECOMMENDED

Although the City’s ability to review and effectuate a change in CenterPoint’s requested increase is limited, the City should exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries, including increases requested under the GRIP statute to ensure compliance with the requirements of that law. This includes whether CenterPoint’s current rates produce a rate of return in excess of its authorized rate of return.

To exercise its due diligence, it is necessary to suspend CenterPoint’s proposed effective date of May 3, 2021 for forty-five days, so that the City can evaluate whether the data and calculations in CenterPoint’s rate application are correctly done.

Therefore, TCUC’s Special Counsel, the law firm of Herrera Law & Associates, PLLC (through Alfred R. Herrera) recommends that the City adopt a resolution suspending CenterPoint’s proposed effective date for 45 days. Assuming a proposed effective date of May 3, 2021, CenterPoint’s proposed effective date is suspended until June 17, 2021.

Financial Impact: Limited Financial Impact in the City's favor during the 45-day assessment period. This will not cost the City anything but has the potential to save City CenterPoint customers in the long run.

Supporting Documentation: Resolution

RESOLUTION NO. 2021-2679

A RESOLUTION BY THE CITY OF FREEPORT, TEXAS, ("CITY") REGARDING THE APPLICATION OF CENTERPOINT ENERGY RESOURCES CORP., TEXAS COAST DIVISION, TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM; SUSPENDING THE EFFECTIVE DATE OF THIS RATE APPLICATION FOR FORTY-FIVE DAYS; AUTHORIZING THE CITY TO CONTINUE TO PARTICIPATE IN A COALITION OF CITIES KNOWN AS THE "TEXAS COAST UTILITIES COALITION" OF CITIES; DETERMINING THAT THE MEETING AT WHICH THE RESOLUTION WAS ADOPTED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, on or about March 4, 2021 CenterPoint Energy Resources Corp., Texas Coast Division ("CenterPoint") filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program ("GRIP"), and proposed increases in the monthly customer charges for all retail customer classes as shown below:

Rate Schedule	Current Customer Charge	Proposed 2021 Interim Rate Adjustment	Adjusted Charge	Increase Per Bill
R-2096-I-GRIP 2021; R-2096-U-GRIP 2021 Residential	\$17.77 per customer per month	\$0.88 per customer per month	\$18.65 per customer per month	\$0.88 per customer per month
GSS-2096-I-GRIP 2021; GSS-2096-U-GRIP 2021 General Service Small	\$21.48 per customer per month	\$1.36 per customer per month	\$22.84 per customer per month	\$1.36 per customer per month
GSLV-627-I-GRIP 2021; GSLV-627-U-GRIP 2021 General Service Large Volume	\$262.84 per customer per month	\$33.15 per customer per month	\$295.99 per customer per month	\$33.15 per customer per month

and

WHEREAS, the City has a special responsibility to exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries; and

WHEREAS, the application to increase rates by CenterPoint is complex; and

WHEREAS, it is necessary to suspend the effective date for the increase in rates for forty-five days, so that the City can assure itself that the data and calculations in CenterPoint's rate application are correctly done; and

WHEREAS, the effective date proposed by CenterPoint is May 3, 2021, but a suspension by the City will mean that the rate increase cannot go into effect prior to June 17, 2021.

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

Section 1. That the statements and findings set out in the preamble to this resolution are hereby in all things approved and adopted.

Section 2. The City suspends the requested effective date by CenterPoint for forty-five days pursuant to the authority granted the City under Section 104.301 of the Texas Utilities Code to allow the City to review the data and calculations that provide the basis for CenterPoint's proposed increase in rates.

Section 3. The City shall continue to act jointly with other cities that are part of a coalition of cities known as the Texas Coast Utilities Coalition ("TCUC") of cities.

Section 4. The City authorizes the law firm of Herrera Law & Associates, PLLC, to act on its behalf in connection with CenterPoint's application to increase rates.

Section 5. To the extent allowed by law, CenterPoint is ordered to pay the City's reasonable rate case expenses incurred in response to CenterPoint's rate increase application within 30 days of receipt of invoices for such expenses to the extent allowed by law.

Section 6. The meeting at which this resolution was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 7. This resolution shall be effective immediately upon passage.

PASSED AND APPROVED this _____ day of _____ 2021.

MAYOR

ATTEST:

CITY SECRETARY



City Council Agenda Item # 7

Title: Recommendation that the City of Freeport Authorize Participation in the Texas Property Assessed Clean Energy (TX-PACE) Program.

Date: April 5, 2021

From: Courtland Holman – Executive Director

FEDC Recommendation:

The FEDC Board recommends that the City of Freeport:

Approve a Resolution Establishing the City of Freeport PACE Program;
Approve a Professional Service Agreement by and between the City of Freeport and Texas Property Assessed Clean Energy Authority; and
Report with Exhibit to be Adopted by City of Freeport

Item Summary:

The FEDC met in on Tuesday March 9th, 2021 where Charlene Heydinger, President of the Texas PACE Authority presented the program. The FEDC Board voted Unanimously to Approve authorization and participation in the PACE program.

On March 15, 2021 City Council approved a Resolution of Intent to Establish a PACE Program that set a public hearing for April 5, 2021. The signed resolution was provided to the PACE Authority.

Background Information:

Property Assessed Clean Energy (TX-PACE) is a proven financial tool that incentivizes Texas' property owners to upgrade facility infrastructure with little or no capital outlay. Approved by State legislation and established by local governments, TX-PACE programs enable owners to lower their operating costs and use the savings to pay for eligible water conservation, energy efficiency, resiliency, and distributed generation projects. Owners gain access to private, affordable, long-term (typically 10-20 years) financing that is not available through traditional funding avenues.

PACE is a voluntary program that can be used for the following property types: Commercial Real Property, Industrial Real Property, and Multifamily Real Property with five or more dwelling units.

PACE financing may be used to pay for permanent improvements to the property that are intended to decrease water or energy consumption or demand.

Typical Examples Include:

Chillers, boilers, and furnaces • HVAC, BMS, BAS, EMS controls • Lighting • Water heating systems • Energy management systems and controls • Roofing • Windows • Doors • Insulation • Elevator modernization • Pool equipment • Distributed generation systems • Heat recovery and steam traps • Solar panels • Wind turbines • Water management systems and controls • Irrigation equipment • Rainwater collection systems • Toilets • Faucets • Greywater systems... and more!

The widespread benefits impact the property owner, tenants, environment, and community, resulting in lower operating costs, more local jobs, and a concerted effort to conserve energy and water.

TX-PACE is not a personal or business loan. It is a voluntary land-secured assessment that is paid off over time. The energy and/or water savings are structured to exceed the cost of the assessment, resulting in projects that are cash flow positive. As the assessment is tied to the property, the repayment obligation transfers to the next owner if the property is sold.

Special Considerations:

None

Financial Impact:

None to the City, the yearly debt payments are attached to the property each year as they accrue, similar to a Public Improvement District.

Board or 3rd Party recommendation:

N/A

Supporting Documentation:

Attached:

For consideration today after a public hearing:

Professional Service Agreement by and between the City of Freeport and Texas Property Assessed Clean Energy Authority
Resolution Establishing the City of Freeport PACE Program
Report with Exhibit to be Adopted by City of Freeport

CITY OF FREEPORT CITY COUNCIL
RESOLUTION ESTABLISHING THE CITY OF FREEPORT PACE PROGRAM
RESOLUTION NO. 2021-2680

STATE OF TEXAS §
 §
CITY OF FREEPORT §

WHEREAS, the 83rd Regular Session of the Texas Legislature enacted the Property Assessed Clean Energy Act, Texas Local Government Code Chapter 399 (the “PACE Act”), which allows the governing body of a local government, including a City or County, to designate an area of the territory of the local government as a region within which an authorized representative of a local government and the record owners of commercial, industrial, and large multifamily residential (5 or more dwelling units) real property may enter into written contracts to impose assessments on the property to repay the financing by the owners of permanent improvements fixed to the property intended to decrease energy or water consumption or demand;

WHEREAS, the installation or modification by property owners of qualified energy or water saving improvements to commercial, industrial, and large multifamily residential real property in the City of Freeport will further the goals of energy and water conservation without cost to the public;

WHEREAS, the City Council finds that third-party financing of energy and water conserving projects through contractual assessments maintained by the City (“PACE financing”) furthers essential government purposes, including but not limited to, economic development, reducing energy consumption and costs, conserving water resources, and reducing greenhouse gas emissions;

WHEREAS, the City Council adopted a Resolution of Intent to establish a PACE program for City of Freeport on 3/15/21 including a reference to the report on the proposed program prepared as required by Section 399.009 of the PACE Act and made the report available to the public on the City’s internet website and for inspection in the City Manager’s office;

WHEREAS, The City Council finds that the administration of the PACE program by a qualified non-profit organization as an independent third-party Authorized Representative contracted by the City and compensated by application and administration fees paid by the participating property owners, will enable the program to be administered without use of City resources, will assure the objectives of impartiality and confidentiality of owner information, and will be convenient and advantageous to the City; and

WHEREAS, the City Council also finds that because no City funds will be expended for PACE financing of the Authorized Representative’s services, the selection of such an independent third-party Authorized Representative is not subject to the Professional Services Procurement Act or other City purchasing requirements; and

WHEREAS, the City Council held a public hearing on ^{April 5, 2021} [date] at 6 pm in the at the Freeport, Police Department, Municipal Courtroom, 430 N. Brazosport Blvd., Freeport, Texas, at which the public hearing could comment on the proposed program, including the report available for public inspection as mentioned above and as required by Section 399.008(a)(2):

NOW THEREFORE, be it resolved by the City Council of the City of Freeport that:

1. Recitals. The recitals to this Resolution are true and correct and are incorporated into this resolution for all purposes.
2. Establishment of Program. The City of Freeport hereby adopts this Resolution Establishing the City of Freeport Property Assessed Clean Energy Program (“City of Freeport PACE”), herein called “the Program,” and finds that financing qualified projects through contractual assessments pursuant to the PACE Act is a valid public purpose and is convenient and advantageous to the City and its citizens.
3. Contractual Assessments. The City will, at the property owner’s request, impose contractual assessments on the property to repay PACE financing for qualified energy and water conserving projects available to owners of privately owned commercial, industrial, and large multifamily property.
4. Qualified Projects. The following types of projects are qualified projects for PACE financing that may be subject to such contractual assessments:

Projects that (a) involve the installation or modification of a permanent improvement fixed to privately owned commercial, industrial, or residential real property with five (5) or more dwelling units, and (b) are intended to decrease energy or water consumption or demand, including a product, device, or interacting group of products or devices on the customer’s side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature.

An assessment may not be imposed to repay the financing of facilities for undeveloped lots or lots undergoing development at the time of the assessment or the purchase or installation of products or devices not permanently fixed to real property.

5. Region. The boundaries of the entire geographic area within the City’s jurisdiction are included in the boundaries of the region where PACE financing and assessments can occur.
6. Third- Party Financing. Financing for qualified projects under the Program will be provided by qualified third-party lenders chosen by the owners. Such lenders will execute written contracts with the Authorized Representative to service the debt through assessments, as required by the PACE Act. The contracts will provide for the lenders to determine the financial ability of owners to fulfill the financial obligations to be repaid through assessments, advance the funds to owners on such terms as are agreed between the lenders and the owners for the installation or modification of qualified projects, and service the debt secured by the assessments, directly or through a servicer, by collecting payments from the owners pursuant to financing documents executed between the lenders and the owners. The City will maintain and continue the assessments for the benefit of such lenders and will enforce the assessment lien for the benefit of a lender in the event of a default by an owner. The City will not, at this time, provide financing of any sort for the City of Freeport PACE program.
7. Authorized Representative. The City Council will designate Texas PACE Authority, a non-profit organization, to act as the Authorized Representative with authority to enter into written contracts with the record owners of real property in the City to impose assessments pursuant to the PACE Act to repay the financing of qualified projects on the

owners' property, to enter into written contracts with the parties that provide third-party financing for such projects to service the debts through assessments, and to file written notice of each contractual assessment in the real property records of Brazos County, all on behalf of the City. The Authorized Representative may make technical and conforming updates as necessary so long as the changes are consistent with the resolution to establish the PACE program and the statute. The City Manager or his designee will be the liaison with the Authorized Representative.

8. Enforcement. The City will enforce the collection of past due assessments and may contract with a qualified law firm to assist in collection efforts.
9. Report. The final report on the City PACE program, prepared in accordance with Section 399.009 of the Texas Local Government Code is attached and incorporated into this resolution. The City will post the resolution and report on the City's website.
10. Amendment of Program. The City Council may amend the City of Freeport PACE Program by resolution. However, another public hearing is required before the Program may be amended to provide for City financing of qualified improvements through assessments.

Adopted this [REDACTED] day of [REDACTED], 202[REDACTED].

Honorable Brooks Bass, Mayor

Honorable Jeff Pena
Councilmember, Ward A

Honorable Jerry Cain
Councilmember, Ward B

Honorable Mario Muraira
Councilmember, Ward C

Honorable Roy Yates
Councilmember, Ward D

[INSERT FINAL REPORT]

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF FREEPORT, TEXAS AND
TEXAS PROPERTY ASSESSED CLEAN ENERGY AUTHORITY**

THIS AGREEMENT is made and entered by and between the **City of Freeport, Texas**, hereinafter referred to as "**Local Government**", and **TEXAS PROPERTY ASSESSED CLEAN ENERGY (PACE) AUTHORITY (dba Texas PACE Authority)**, a Texas non-profit business association, hereinafter referred to as "**Services Provider**" to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City Council of **Local Government** desires to engage the services of a qualified consultant to administer a Texas Property Assessed Clean Energy program for **Local Government** pursuant to the Property Assessed Clean Energy Act ("**PACE Act**"), Texas Local Government Code Chapter 399, and serve as Authorized Representative pursuant to Tex. Local Gov't Code §399.006(b), hereinafter referred to as the "**Program**"; and

WHEREAS, **Services Provider** desires to render such services for **Local Government** upon the terms and conditions provided herein –

NOW, THEREFORE, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. ENGAGEMENT

Local Government hereby agrees to retain **Services Provider** to serve as administrator of **Local Government's Program** and **Services Provider** agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. SCOPE OF SERVICES

The parties agree that **Services Provider** shall perform such services as are further described in **Exhibit "A"** hereto (collectively "**Scope of Services**"). The parties understand and agree that deviations or modifications in the **Scope of Services** may be authorized from time to time by **Local Government** but said authorization must be made in writing.

III. TERM OF AGREEMENT

The initial term of this Agreement shall commence upon the complete execution of the Agreement by **Local Government** and **Services Provider**. Notwithstanding the termination of this Agreement, **Services Provider** shall be permitted to continue administration of any third-party agreements under the **Program** commenced prior to termination of this Agreement, and to recover any compensation due **Services Provider** for services performed in accordance with Section IV of this Agreement.

IV. COMPENSATION AND EXPENSES

Services Provider shall be paid for performance of the **Scope of Services** set forth in Exhibit "A", in accordance with the compensation schedule set forth in Exhibit "B" hereto. **Services Provider** is entitled to payment in accordance with Exhibit "B"; however, **Local Government** shall have no obligation to pay **Services Provider** for performance of the **Scope of Services**. All payments to **Services Provider** shall be made by participants in the **Program** in accordance with the PACE Act.

V. INSURANCE

Services Provider agrees to meet all insurance requirements, and to require all consultants who perform work for **Services Provider** to meet all insurance requirements, as set forth in **Exhibit "C"** to this Agreement.

VI. INDEMNIFICATION

SERVICES PROVIDER AGREES TO INDEMNIFY AND HOLD LOCAL GOVERNMENT AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT FROM LOCAL GOVERNMENT ARISING OUT OF OR OCCASIONED BY SERVICES PROVIDER 'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, VIOLATIONS OF LAW BY SERVICES PROVIDER, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE SERVICES PROVIDER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE SERVICES PROVIDER IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY TO THE EXTENT RESULTING FROM THE NEGLIGENCE OF LOCAL GOVERNMENT, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. LOCAL GOVERNMENT DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

VII. INDEPENDENT CONTRACTOR

Services Provider covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of **Local Government**; that it shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between **Local Government** and **Services Provider**, its officers, agents,

employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between **Local Government** and **Services Provider**.

VIII. ASSIGNMENT AND SUBLETTING

Services Provider agrees that this Agreement shall not be assigned without the prior written consent of **Local Government**, except to an Affiliate of **Services Provider**. Affiliate shall mean (1) any corporation or other entity controlling, controlled by, or under common control with (directly or indirectly) **Services Provider**, including, without limitation, any parent corporation controlling **Services Provider** or any subsidiary that **Services Provider** controls; (2) the surviving corporation resulting from the merger or consolidation of **Services Provider**; or (3) any person or entity which acquires all of the assets of **Services Provider** as a going concern. **Services Provider** shall be permitted to enter into subcontracts for performance of portions of the **Scope of Services**; however, **Services Provider** shall not subcontract the entirety of the **Scope of Services** to a single subcontractor without **Local Government's** consent. **Services Provider** further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the **Services Provider** from its full obligations to **Local Government** as provided by this Agreement.

IX. AUDITS AND RECORDS

Services Provider agrees that **Local Government** or its duly authorized representatives shall, until the expiration of three (3) years after termination under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of **Services Provider** which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. **Services Provider** agrees that **Local Government** shall have access during normal working hours to all necessary **Services Provider's** facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. **Local Government** shall give **Services Provider** reasonable advance notice of intended audits.

X. CONTRACT TERMINATION

The parties agree that **Local Government** and **Services Provider** shall have the right to terminate this Agreement upon thirty (30) days written notice to **Services Provider**. In the event of such termination, **Services Provider** shall deliver to **Local Government** all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by **Services Provider** in connection with this Agreement. In the event of termination by **Local Government**, **Services Provider** shall be compensated in accordance with Section III of this Agreement with respect to any third party agreements under administration by **Services Provider** at the time of termination.

XI. COMPLETE AGREEMENT

This Agreement, including the Exhibits lettered "A" through "C", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all

prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

XII. AMENDMENTS (Added)

Amendments to this agreement may be made at any time upon agreement by **Local Government** and **Services Provider**.

XIII. MAILING OF NOTICES

Unless instructed otherwise in writing, **Services Provider** agrees that all notices or communications to **Local Government** permitted or required under this Agreement shall be addressed to **Local Government** at the following address:

Freeport, Texas

Attn: _____

Local Government agrees that all notices or communications to **Services Provider** permitted or required under this Agreement shall be addressed to **Services Provider** at the following address:

Texas Property Assessed Clean Energy Authority
Attn: Charlene Heydinger
PO Box 200368
Austin TX 78720-0368

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XIV. AUTHORITY TO SIGN

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

XV. MISCELLANEOUS

A. This is a contract for the purchase of personal or professional services and is therefore exempt from any competitive bidding requirements of **Local Government**.

B. Paragraph Headings:

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

C. Agreement Interpretation:

This is a negotiated Agreement, should any part be in dispute, the parties agree that the terms of the Agreement shall not be construed more favorably for either party.

D. Venue/Governing Law:

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Travis County, Texas. Exclusive venue shall lie in Travis County, Texas.

E. Successors and Assigns:

Local Government and **Services Provider** and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

F. Severability:

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

G. Effective Date:

This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

SIGNED on the date indicated below.

CITY OF FREEPORT, TEXAS

DATE: _____

BY: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

_____, _____ Attorney

**TEXAS PROPERTY ASSESSED CLEAN
ENERGY AUTHORITY**

DATE: _____

BY: _____

Name: Charlene Heydinger
Title: president

Exhibit "A"
Scope of Services

The **Services Provider** will perform the following services in the administration of the **Program**:

Community Outreach

Maintain a website and database;

Respond to inquiries from property owners, vendors, contractors, consultants, and the general public;

Publish the Technical Standards Manual on the **Program** website;

List interested, qualified lenders on the **Program** website or link to another neutral non-profit directory of lenders to enable property owners to identify potential sources of private third-party financing;

Arrange for training of contractors and independent third-party reviewers on how to apply for PACE financing and comply with the PACE-in-a-Box Technical Standards Manual; and

Establish quality assurance measures.

Maintain uniform documents. Periodic updates to the standard form documents will be necessary as the program evolves, incorporating best practices and standardizing the PACE documents across various PACE programs. The Authorized Representative will be tasked with maintaining the form documents and making technical and conforming updates as necessary so long as the changes are consistent with the resolution to establish the PACE program and the Texas PACE Act.

Application and Approval Process

Publish a Project Application Form based on PACE-in-a-Box model application form on the **Program** website;

Review submitted Application forms for administrative completeness and notify the applicants of any missing information;

Maintain the confidentiality of confidential owner information;

Maintain the PACE application process, including:

- Draft and distribute the PACE application, as well as accept and review the property owner's completed application;
- If the project meets eligibility requirements, provide written indication that the project meets PACE standards at this stage (subject to verification of all requirements at closing).
- Inform the property owner of his or her responsibilities in the process, including hiring a third-party reviewer, obtaining a lender, determining final project scope and completing and submitting a closing verification package.

- Conduct a Pre-Closing Verification, which will confirm the statutorily required eligibility requirements of the owner including that the property owner:
 - Is the legal property owner of the benefited property;
 - Is current on mortgage and tax payments;
 - Is not insolvent or the subject of bankruptcy proceedings;
 - Holds a title to the property to be subject to a PACE assessment that is not in dispute; and
 - Has consent of any pre-existing mortgagee to the proposed PACE assessment through a written contract.

Require independent third-party verification of expected energy or water savings resulting from a project (provided by engineer or consultant retained by applicant), according to the PACE-in-a-Box Technical Standards Manual. This review will include a:

- Site visit,
- Report stating the savings (energy, demand, and/or water) and expected project life are reasonable and in compliance with PACE in a Box program guidelines; and
- Letter from the ITPR certifying that he/she has no financial interest in the project and is an independent reviewer.

Require independent third-party verification, according to the PACE-in-a-Box Technical Services Manual, that the period of an assessment does not exceed the expected life of the improvements or thoroughly review waiver application and justification (provided by engineer or consultant retained by applicant);

Require lender to confirm in writing its determination, based on underwriting factors established by the lender, that the owner has demonstrated the financial ability to repay the financial obligations to be repaid through assessment.

Require the owner to notify the holder of any mortgage lien on the property of the owner's intention to participate in the **Program** and obtain the lienholder's written consent prior to the imposition of the PACE assessment;

Review and finalize the terms of every Owner Contract and Lender Contract prior to execution; The Contract must contain:

- Amount of the assessment;
- The legal description of the property;
- The name of the property owner; and
- A reference to the statutory assessment lien provided under the PACE Act.

Collect and retain owner application fees as compensation for administrative services;

Perform closing verification reviews and schedule assessment transaction closings when all requirements are met. Such closing verification must include:

- The report conducted by a qualified independent third-party reviewer of water or energy baseline conditions and the projected water or energy savings attributable to the project;
- Such financial information about the owner and the property as the lender chosen by the owner deems necessary to determine that the owner has demonstrated the financial ability to fulfill the financial obligations to be paid through assessments; and
- All other information required by the **Services Provider**.

Coordinate and take part in assessment transaction closings.

Execute contracts under the **Program** as authorized on behalf of **Local Government**.

Arrange for recordation of a Notice of Contractual Assessment Lien for each approved project in the Official Public Records of the county where the project is located; The Notice must contain:

- Amount of the assessment;
- The legal description of the property;
- The name of the property owner; and
- A reference to the statutory assessment lien provided under the PACE Act.

Require independent post-closing third-party verification (by engineer or consultant retained by Applicant) that each project was properly completed and is operating as intended; and

Collect and retain administration fees collected by lenders from owners that receive PACE financing.

Management and Reporting

Manage communications with lenders regarding assessment servicing, payment, and default;

Upon notification by a lender of an owner's default in payment of an assessment and the lender's compliance with the requirements of the Lender Contract on collection after default, notify the **Local Government** to enforce the assessment lien in accordance with law and the agreements between the parties;

Receive and store owner reports on energy and water savings;

Maintain the form contracts and make technical and conforming updates as necessary so long as the changes are consistent with the resolution to establish the PACE program and the statute.

At the request of property owners, prepare annual notices of assessment to be issued by **Local Government** to the owners, stating the total amount of the payments due on each assessment in the coming calendar year according to the owner contract and the financing documents;

Determine the amounts of the application and administration fees to be paid by owners;
Produce annual report on Texas PACE financing usage and the resulting energy and water savings enabled through PACE Assessments.

Exhibit "B"
Compensation and Fees

Service Provider shall determine the amounts of the uniform application and administration fees to be paid by property Owners participating in the **Program**. Such fees will not exceed the fees below:

- An application fee of the greater of:
 - \$2,000.00; or
 - Amounting to
 - 1% of the total project cost of the first \$5 million
 - plus 0.5% of the marginal amount above \$5 million and \$20 million, and
 - 0.25% of the marginal amount above \$20 millionto be paid as follows:
 - \$500.00 per project at the time of application submittal;
 - the balance of the full remaining application fee paid at closing; and
- A recurring administration fee of 0.08% of the outstanding principal balance, which amount shall be collected by lender and paid to the **Services Provider** as provided in the Owner Contract and the financing documents. This fee can also be capitalized and paid at closing. If paid under a negotiated regular schedule to the lender by the property owner, the lender shall pay this fee to **Services Provider** at the time of each payment by the property owner in accordance with the financing documents.

- No amounts shall be due by **Local Government** to **Services Provider**.

Exhibit "C"
Insurance Requirements

COVERAGE	LIMIT OF LIABILITY
Employer's Liability	\$500,000 per occurrence
General Liability	Bodily Injury and Property Damage, Combined Limits of \$500,000 each Occurrence, and \$1,000,000 aggregate



City Council Agenda Item # 8

Title: Consider the adoption of a Resolution No. 2021-2681 by the City Council of the City of Freeport, Texas, Authorizing Publication of Notice of Intention to Issue Certificates of Obligation; Authorizing the Preparation of a Preliminary Official Statement and Notice of Sale; and Providing for Other Matters Incidental Thereto

Date: April 5, 2021

From: Cathy Ezell, Finance Director

Staff Recommendation:

Staff recommends approval of the Resolution.

Item Summary:

The proposed Resolution is the first step to move forward in issuing certificate of obligation bonds. If approved, the Notice of Intention will be published twice in The Facts newspaper and posted on the City’s website notifying the public of the proposed issuance and meeting date to consider authorization. The proposed meeting date following the notification period is Monday, June 7, 2021. Council will have an opportunity to review the Official Statement and Notice of Sale in July.



The proposed bond includes the construction of improvements and equipment of the following:

- Water and sewer system; and
- the costs of related professional services.

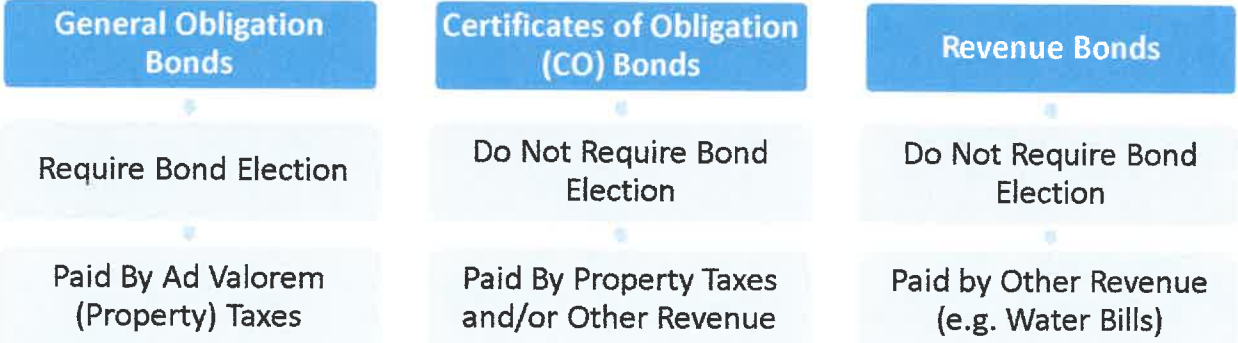
The notice includes a maximum aggregate principal amount not to exceed \$10,000,000 over a period not to exceed forty (40) years from the date of issuance. The actual sale amount and term may be less than the thresholds included in the notice but not more.

The proposed issuance is based payable from ad valorem taxes and from a limited pledge of a subordinate lien on the surplus revenues of the City’s water and sewer system. The rate study that was done last year considers the issuance of up the \$10,000,00 in the rate structure presented.

Background Information:

Local governments pay for public infrastructure projects by issuing long-term debt, either through Certificate of Obligation (CO) bonds, General Obligation (GO) bonds, or through revenue bonds that must be backed by a specific revenue stream, such as Water and Sewer revenue.

GO Bonds are paid by the City’s ad valorem (property) taxes and are issued after voter approval at a bond election. COs may be paid from ad valorem (property) taxes, pledged revenue or a combination thereof. Unlike GO Bonds that always require an election, the COs do not require an election unless at least 5% of the registered voters submit a valid petition protesting the issuance. COs can be used to fund public works as part of standard local government operations.



Special Considerations: The City has applied for two water and sewer grants both in the amount of \$6,000,000. The City has been awarded one of the grants for \$6,000,000 for Inflow and Infiltration issues. We should hear within the next two weeks if the City will be awarded the second \$6,000,000 grant for sewer. We have placed the maximum amount to be issued to be \$10,000,000 this amount may be less based upon if the City is awarded the second grant.

Financial Impact: The City completed a water and sewer rate analysis that includes a rate structure that will repay the issuance of this debt over the term.

The cost of all services associated with the issuance (including Municipal Advisor and Bond Counsel) are included as part of the bond which will leave at least \$7 million for projects. Additionally, a Plan of Finance with further details that have been included as an attachment to this item.

Board or 3rd Party recommendation: N/A

Supporting Documentation:
Resolution

RESOLUTION NO. 2021-2681

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; AUTHORIZING THE PREPARATION OF A PRELIMINARY OFFICIAL STATEMENT AND NOTICE OF SALE; AND PROVIDING FOR OTHER MATTERS INCIDENTAL THERETO

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §
CITY OF FREEPORT §

WHEREAS, the City Council of the City of Freeport, Texas (the "City") deems it advisable to issue certificates of obligation (the "Certificates") of the City in accordance with the notice hereinafter set forth; and

WHEREAS, the City desires to authorize the preparation of a preliminary official statement (the "Preliminary Official Statement") and notice of sale (the "Notice of Sale") in anticipation of its issuance of the Certificates; NOW, THEREFORE

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

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

Section 2. The City Secretary is hereby authorized and directed to cause to be published in the manner required by law and in substantially the form attached hereto as Exhibit A, a notice of the City's intention to issue the Certificates (the "Notice").

Section 3. The Notice shall be published once a week for two (2) consecutive weeks in a newspaper that is of general circulation in the City, the date of the first publication to be at least forty-six (46) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates. In addition, the Notice shall be posted continuously on the City's website for at least forty-five (45) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates.

Section 4. The City hereby authorizes the preparation and distribution of a Notice of Sale and Preliminary Official Statement relating to the Certificates and authorizes the City Manager or the Assistant City Manager/Finance Director to approve the contents of and deem final such Preliminary Official Statement within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934.

Section 5. For purposes of section 1.150-2(d) of the Treasury Regulations, this Notice serves as the City's official declaration of intent to reimburse itself from proceeds of the Certificates in the maximum principal amount and for expenditures paid in connection with the

projects, each as set forth in Exhibit A hereof. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date the project to which such expenditure relates is placed in service or abandoned, but in to event more than three years after the original expenditure is paid.

Section 6. The City’s financial advisor, Masterson Advisors LLC, and bond counsel, Bracewell LLP, are authorized and directed to proceed with the necessary arrangements for the sale of the Certificates in accordance with the aforesaid Notice of Sale and Preliminary Official Statement.

Section 7. The Mayor, City Manager, Finance Director, City Secretary, and other officers and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this resolution.

Section 8. This resolution shall take effect immediately upon its passage.

[Execution Page to Follow]

PASSED AND APPROVED on this the 5th day of April, 2021 by the City Council of the City of Freeport, Texas.

City Secretary
City of Freeport, Texas

Mayor
City of Freeport, Texas

[SEAL]

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Freeport, Texas (the "City"), will meet at Freeport Police Department, Municipal Court Room, 430 North Brazosport Boulevard, Freeport, Texas, 77541, at 6:00 p.m., on the 7th day of June, 2021 (unless alternative meeting arrangements are required to address public health concerns, which meeting arrangements will be specified in the notice of such meeting posted in accordance with applicable law), which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City's Combination Tax & Revenue Certificates of Obligation, Series 2021, in the maximum aggregate principal amount not to exceed \$10,000,000, payable from ad valorem taxes and from a limited pledge of a subordinate lien on the surplus revenues of the City's water and sewer system, bearing interest at any rate or rates not to exceed the maximum interest rate now or hereafter authorized by law, as shall be determined within the discretion of the City Council of the City at the time of issuance of the certificates of obligation, and maturing over a period not to exceed forty (40) years from the date of issuance, for the purposes of evidencing the indebtedness of the City for all or any part of the costs associated with (i) repair and rehabilitation of, the construction of improvements to and the equipment of the City's water and sewer system, and (ii) cost of professional services incurred in connection therewith. The estimated combined principal and interest required to pay the Certificates on time and in full is \$11,971,858. Such estimate is provided for illustrative purposes only, and is based on an assumed interest rate of approximately 1.81%. Market conditions affecting interest rates vary based on a number of factors beyond the control of the City, and the City cannot and does not guarantee a particular interest rate associated with the Certificates. As of the date of this notice, the aggregate principal amount outstanding of tax-supported debt obligations of the City is \$7,880,000. Based on the City's expectations, as of the date of this notice, the combined principal and interest required to pay all of the outstanding tax-supported debt obligations of the City on time and in full is \$9,450,288.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this 5th day of April, 2021.

Betty Wells
City Secretary
City of Freeport, Texas

and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said meeting pertaining to the adoption of said resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this 5th day of April, 2021.

Betty Wells, City Secretary
City of Freeport, Texas

[SEAL]



City Council Agenda Item # 9

Title: Consideration and possible action regarding the approval of a Sister-City agreement between the City of Freeport and Altamira, Tamaulipas Mexico.

Date: April 5, 2021

From: Tim Kelty, City Manager

Staff Recommendation:

Staff recommends council approve the Sister Cityhood with the City of Altamira, and Authorize the Mayor to sign the agreement.

Item Summary:

Over a year ago, with the help of the Brazoria County Hispanic Chamber, the Mayor, City Manager, and EDC director met with the Consulate General of Mexico regarding the possibility of developing a relationship with a city in Mexico of similar nature to Freeport as a Sister City. The proposed agreement is the culmination of those discussions.

The benefits of fostering a Sister City relationship include:

- Exchange of ideas and sharing of culture.
- Expanded opportunities for trade, both imports and exports for area businesses.
- New opportunities to solicit investment in the community by foreign investors.
- New opportunities for foreign investments by local investors and businesses.
- Increased opportunities for Educational exchanges and interaction.
- Recognition that comes with Sister Cityhood.

Background Information:

Altamira was identified by the Mexican Consulate in Houston as a Mexican City similarly situated on the Gulf Coast of Mexico. It has a population of over 59,000 and is home to a similarly sized commercial port operations. It is highly industrialized like the Freeport Area (BASF also has a significant presence there).

Special Consideration:

This would be the first agreement of this nature in Brazoria County. Pearland is also pursuing a Sister City Relationship but the Consulate is focused on assisting in this Freeport initiative first.

Financial Impact: Approving the agreement does not create any financial obligation on the City of Freeport. The agreement does provide opportunities that could require future investment if the City decides to pursue them.

Board or 3rd Party recommendation: We have worked with both the Brazoria County Hispanic Chamber of Commerce, the Mexican Consulate, and the Freeport EDC on this. We have also been in contact with City Leaders in Altamira and they are excited about the opportunity for exchange and building the relationship.

Supporting Documentation: Video to be shared at Council

**SISTERHOOD AGREEMENT BETWEEN THE CITY OF ALTAMIRA, TAMAULIPAS
OF THE UNITED MEXICAN STATES AND THE CITY
OF FREEPORT, TEXAS, OF THE UNITED STATES OF AMERICA**

The City of ALTAMIRA, TAMAULIPAS, of the United Mexican States and the City of FREEPORT, TEXAS of the UNITED STATES OF AMERICA, hereinafter referred to as "the Parties";

IN CONSIDERATION of the Parties' mutual interest to strengthen the friendship ties and cooperation that join them;

ACKNOWLEDGING, their intention to develop activities of cooperation, under the laws of the United States of America and the United Mexican States, with particular attention to issues related to business exchange, commerce, culture and craftsmanship;

DECLARING, their decision to strengthen their relationship of collaboration within their respective legal authority;

ACKNOWLEDGING the efforts and contributions of the Brazoria County Hispanic Chamber of Commerce and the Consulate General of Mexico of Houston in bolstering the bonds of friendship and cooperation between the parties.

CONVINCED, of the importance of establishing mechanisms that contribute to the development and strengthening of bilateral cooperation, as well as the necessity to execute projects and actions that are effective in their commercial and social development;

Have agreed as follows:

**ARTICLE I
Objective**

The objective of this Agreement is to formalize the sisterhood between the Parties to foster agreement and understanding between them and the institutions in their respective

territorial areas, to intensify common efforts, and to promote the exchange of experiences and execution of joint activities.

ARTICLE II Areas of Cooperation

To reach the objective of this Agreement, the Parties shall develop activities of cooperation specifically directed, but not limited, to promote the following areas:

- a) business, investments and commerce;
- b) culture;
- c) tourism;
- d) government development;
- e) human resources;
- f) education;
- g) science and technology;
- h) environment, and
- i) any other area of cooperation of mutual interest and benefit to the Parties.

ARTICLE III Modalities of Cooperation

The activities of cooperation referred to in this Agreement shall be carried out through the following modalities:

- a) promotion and dissemination of information and materials;
- b) exchange of business missions;
- c) exchange of information, documentation and materials;
- d) organization of fairs, seminars, workshops, symposia, summits and congresses;
- e) joint studies and researches;

- f) exchange of technicians, specialists and professionals;
- g) education and training of human resources;
- h) cultural, sport and artistic exchange;
- i) any other modality of cooperation agreed by the Parties.

The Parties shall carry out the modalities of cooperation referred to in this Article, within the limits of their relevant legal powers, regulations and political and economic directives of their respective Governments.

The operation of this Agreement is within the discretion of the Parties and shall not be conditioned for the Parties to establish projects in all the modalities of cooperation, nor are they obligated to collaborate in those activities where internal prohibition derived by law, institutional regulations, or customs exists.

ARTICLE IV Annual Action Programs

In order to achieve the objective of this Agreement, the Parties shall formulate, through prior discussion, Annual Action Programs (AAP's), which shall become an integral part of this Agreement once they are formalized.

The AAP's shall be integrated with specific projects or activities, which must reference each of the following aspects:

- a) objectives and activities to develop;
- b) work agenda;
- c) profile, quantity and duration of the stay of the assigned personnel;
- d) responsibility of each Party;
- e) assignment of human, material and financial resources;
- f) evaluation mechanism; and
- g) any other information deemed necessary.

The Parties shall meet annually in order to evaluate the results derived from the application of this Agreement and to propose new guidelines for the development of projects of mutual interest.

The Parties shall elaborate reports on the progress and achievements under this Agreement and shall communicate them to their respective governing members, as well as the bilateral departments determined by mutual agreement.

The goal of the Parties is to formulate the first AAP within sixty (60) days after the signing date of this Agreement.

ARTICLE V Additional Proposals of Cooperation

Notwithstanding the AAP referred to in Article IV of this Agreement, each Party may formulate additional proposals of cooperation, as they may arise during the implementation of the activities of cooperation predetermined through the AAP.

ARTICLE VI Coordination and Follow-Up Mechanism

In order to establish a mechanism that allows the proper coordination, supervision, follow-up, and evaluation of the activities of cooperation carried out under this Agreement, as well as to assure the best conditions for its execution, a Working Group integrated by representatives of both Parties shall be established, as appointed and directed by the following:

- On behalf of the City of ALTAMIRA, of the State of Tamaulipas, of the United Mexican States, is designated _____;
- On behalf of the City of FREEPORT, TEXAS of the United States of America, is designated _____.

The Working Group shall meet with the periodicity and in the location agreed by the Parties, in order to evaluate the aspects derived from the application of this Agreement. The Working Group shall have the following functions:

- a) make the necessary decisions in order to accomplish the objective of this Agreement;
- b) identify the areas of common interest in order to elaborate and formulate the AAP's;

- c) orientate, organize and formulate relevant recommendations for the execution of the activities of cooperation under this Agreement;
- d) receive, examine and approve the progress reports on the activities of cooperation under this Agreement; and
- e) any other function agreed by Parties.

ARTICLE VII Financing

The Parties are responsible to finance their activities of cooperation referred to in this Agreement within the limits of their resources assigned in their respective budgets, in accordance with their availability and within the discretion of their governing entity. Each Party shall bear the costs related to its participation, except in the case that alternate financial mechanisms may be used for specific activities, as appropriate.

ARTICLE VIII Information, Material and Protected Equipment

The information, material and equipment, protected and classified for reasons of national security or foreign relations of either Party in accordance with their national legislation, shall not be subject of transfer under the scope of this Agreement.

If, in the course of the implementation of the activities of cooperation under this Agreement, any information, material and equipment which require or could require protection and classification is identified, the Parties shall inform the competent authorities and establish, in writing, the corresponding measures.

The transfer of information, material and equipment not protected or classified, but whose export is controlled by any of the Parties, remains discretionary by each Party. Each Party shall identify any information, material, or equipment that is not protected or classified, but which is intended to remain confidential, and the other Party shall agree to honor such request to keep said information confidential. If either Party considers it necessary, the necessary measures shall be implemented to prevent the unauthorized transfer or retransfer thereof.

ARTICLE IX International Instruments

Cooperation referred to in this Agreement shall not affect the rights and obligations assumed by the Parties under other international instruments.

ARTICLE X Intellectual Property

If, as a result of activities of cooperation carried out in accordance with this Agreement, products of commercial value and/or rights of intellectual property are generated, they shall be governed by the national legislation applicable in the matter, as well as by the treaties that are binding for the United Mexican States and the United States of America.

ARTICLE XI Participating Personnel

The personnel designated by each Party for the execution of activities of cooperation under this Agreement, shall continue under the direction and dependence of the institution to which they pertain, so that no labor relations shall be created with the other Party, which in no case shall be considered as a substitute employer.

The Parties shall consult their respective competent authorities in order to grant the necessary facilities for the entry and departure of personnel officially participating in the activities of cooperation arising from this Agreement. These participating personnel shall be subject to the immigration, tax, customs, health and national security provisions in force in the receiving country and may not engage in any activity outside their functions.

The Parties shall affirm that their personnel participating in the cooperation activities under this Agreement have medical, personal damage and life insurance, so that, in the event of an accident during the development of such activities of cooperation, which merits repair of the damage or compensation, this is covered by the corresponding insurance institution.

ARTICLE XII Disputes Settlement

Any difference or divergence derived from the interpretation or application of this Instrument shall be resolved by common agreement between the Parties.

ARTICLE XIII Final Provisions

This Agreement shall enter into force from the date of its signature and shall remain in effect for up to a _____ (number) year period, renewable for periods of equal duration, prior evaluation of the Parties through written communication.

This Agreement may be modified by mutual consent of the Parties, concluded through written communications, which specify the date of entry into force of the modifications.

Either Party may terminate this Agreement, at any time, by giving written notice to the other Party _____ (number) days in advance.

This Agreement shall not create any financial obligation on either party, nor shall either party be authorized to seek damages from the other party. Termination of this agreement by either party will not affect the completion of specific activities of cooperation if such completion continues to be mutually agreeable.

Signed in the City of _____, _____, the _____ (day) of _____ (month) of _____ (year), in two original copies in the Spanish and _____ languages, both texts being equally authentic.

**FOR THE CITY OF _____,
OF THE STATE OF _____
OF THE UNITED MEXICAN STATES**

**FOR THE CITY OF _____,
OF THE STATE OF _____
OF THE _____ (country)**

[_____]
Mayor

[_____]
Mayor



City Council Agenda Item # 10

Title: Consideration of approving Resolution No. 2021-2682 appointing qualified person to fill the remaining term for a vacancy on the Freeport Historical Commission and Main Street Board.

Date: April 5, 2021

From: Tim Kelty, City Manager

Staff Recommendation:

Staff recommends selection of an individual and approval of the proposed resolution to appoint a qualified person to the Freeport Historical Commission and Main Street Board.

Item Summary: The Freeport Historical Commission and Main Street Board has a vacancy due to the relocation of Cliff Vandegrift to another city, whose term is due to expire in May 31, 2021. This appointment would be to fill out the remainder of this term and would be up for consideration of reappointment to a new 2-year term at that time. At the time this memo was prepared the city had received an application from: James McDonald.

Background Information:

The Freeport Historical Commission and Main Street Board is a very important board in Freeport, and is appointed by the City Council.

Special Considerations:

Financial Impact:

N/A

Board or 3rd Party recommendation:

N/A

Supporting Documentation:

Resolution: 2021-2682

RESOLUTION NO. 2021-2682

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING A QUALIFIED PERSON TO THE FREEPORT HISTORIC COMMISSION AND MAIN STREET BOARD OF THE CITY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, the term of office of the CLIFF VANDERGRIFT a board member of The Freeport Historic Commission and Main Street Board of the City of Freeport, Texas ("the City") has not expired, but said board member has resigned before completion of the appointed term;

WHEREAS, the term of appointment of the above director terminates on May 31, 2021;

WHEREAS, the City Council of the City desires to appoint the below named qualified person as member of said 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 the following named qualified person to the Freeport Historic Commission and Main Street Board of the City for the remaining portion of a term of two (2) years which expires on May 31, 2021 and until a successor for such person shall have been appointed and qualified, to-wit.

SECTION TWO (2): DUTIES

The above named appointee shall perform all of the duties imposed on members of the Freeport Historic Commission and Main Street Board of the City by law.

SECTION THREE (3): OATH OF OFFICE

Before engaging in the performance of the duties of office, appointee shall take the Oath of Office as required by law.

READ, PASSED AND ADOPTED this ____ day of _____, 2021.

Brooks Bass, Mayor
City of Freeport, Texas

ATTEST:

Betty Wells, City Secretary
City of Freeport, Texas



City Council Agenda Item # 11

Title: Consideration and possible action authorizing the award of a professional services contract to iAD Architects for development of plans and specifications and securing of bids for renovation of City Hall.

Date: April 5, 2021

From: Tim Kelty, City Manager

Staff Recommendation: Staff recommends that council authorize the awarding of the proposal for Architectural services to IAD Architects for development of plans and specifications and securing of Bids for renovation of City Hall.

Item Summary: The attached proposal is for the reduced scope of work proposed in the preliminary architectural report previously submitted, with the addition of rehabilitation of the second elevator and moderate landscaping and exterior aesthetic improvements to the building.

The design would include relocation of City Council Chambers to City Hall and development of public restrooms on the first floor. It also includes bringing the building up to code by resolving priority structural and windstorm issues, adding a fire suppression system, and correcting ADA deficiencies to the entire building. Additionally, the improvements would fully address priority mechanical, electrical and plumbing issues bringing the entire building into compliance.

Background Information

During the early bond discussion, it was decided that City Hall needed to be renovated to allow for the relocation of City Council/Court Chambers to City Hall (freeing-up much needed space in the Police Department), and installing public restrooms on the first floor. Upon completion of the preliminary architectural/engineering evaluation of these proposed renovations to City Hall, a limited phase rehabilitation, which includes all the required modifications necessary to bring the building up to code, was estimated to cost \$1.5M. This is more than double what is available from the bond issue. We would proposed supplementing the bond funds with budgeted general funds over 2 fiscal years in order to complete the project.

Special Considerations: The Architects estimates that it will take 4-6 months from council approval of this proposal for architectural services before Council would be presented with construction bids for consideration.

Financial Impact: The cost of this architectural proposal is \$108,600, which is very reasonable based upon the scope of work.

Board or 3rd Party recommendation: None

Supporting Documentation: IAD Architectural proposal

Integrated Architecture & Design

107 West Way, Suite 16
Lake Jackson, Texas 77566
979.297.1411 p. 979.297.1418 f.
www.iadarchitects.com



March 25, 2021

Mr. Timothy Kelty
City Manager
City of Freeport
200 West Second Street
Freeport, Texas 77541
(Sent via email to: tkelty@freeport.tx.us)

Dear Mr. Kelty,

Thank you for the opportunity to have assisted the City of Freeport with your Facility Program Exercise recently and now to submit this proposal for professional architectural and engineering design services for the continuation of that work in renovating the current City Hall facility for the citizens of Freeport.

PROJECT SCOPE

As a result of the findings from the Facility Programming Exercise and per the directive that City Council stated during our presentation, we understand that the project scope will include the following:

- Design, develop and produce complete construction contract documents for the partial interior renovation of the 1st and 2nd floors of the current City Hall building;
- Approximately 13,559 sq. ft. of the 1st and 2nd floors will receive various levels of renovation and improvements, while the remaining area of these floors will remain as is;
- Areas within the renovation area will include a new City Council Chambers; new public and private restroom facilities, renovated staff offices and conference/meeting rooms, as well as other building support areas such as kitchen and breakroom areas;
- Resolve issues with second elevator to bring it into working order;
- Resolve outstanding accessibility issues and bring the facility into compliance;
- Resolve outstanding building code and life safety issues and bring the facility into compliance;
- Resolve priority structural and windstorm issues and bring the facility into compliance;
- Resolve priority mechanical, electrical, and plumbing issues and bring the facility into compliance;
- Upgrade security and controlled access hardware;
- Develop a landscape/irrigation plan to provide an update to the existing landscape areas;
- Assist the City of Freeport with general contractor evaluations;
- Assist the City of Freeport during the construction phase of the project.

SCOPE OF BASIC SERVICES

Per your request, we understand that the scope of work requested for this project shall include professional design services as follows:

- Architectural
- Structural
- Mechanical/Electrical/Plumbing Engineering
- Fire Sprinkler/Alarm Conceptual Design
- Windstorm Inspections & Certification

The professional disciplines identified above shall design and develop complete construction contract documents for the above mentioned facility.

All work performed by this office will be designed and specified to comply with local building codes, including all state and national accessibility standards.

Deliverables for this proposed scope of work will include submittals of design and engineering drawings for your review along with all members of the architectural/engineering design team. We anticipate submittal milestones to include complete Schematic Design, complete Design Development, and a 100% Construction Documents package.

Upon completion of each design phase, and as authorized by the City of Freeport, we will complete and deliver final construction documents and specifications to you for competitive bidding by your subcontractors and vendors. Submittals will include hard copy and PDF versions of the final bid documents. Electronic copies (Revit/AutoCAD) will remain the property of this office.

Our responsibilities include professional services for the stated scope of work through all design phases of this project including Schematic Design, Design Development, and Construction Documentation phase. The Bid/Negotiation phase and Construction Administration activities are also included as part of this proposal.

Items not a part of this proposal include exterior renovations with exception of the replacement of exterior doors, windows, and miscellaneous structural steel columns. Other exclusions include civil engineering, surveying, geotechnical design, construction material testing, asbestos mitigation/removal, the design of low voltage systems such as I.T./data systems, audio visual systems; final furniture design, and the design of utilities to be brought to the site. We will be pleased to provide or coordinate these services for you if requested, and invoice to you as an additional service addressed in our Per Diem Rate Schedule.

COMPENSATION FOR SERVICES

Proposed compensation to Integrated Architecture & Design (iAD Architects) for this scope of work shall be a fixed fee in the amount of \$108,600.00 (One hundred-eight thousand; six hundred dollars), plus project related reimbursable expenses. This amount is inclusive of the professional design and engineering consulting services identified above.

Project related reimbursable expenses such as plotting/printing, accessibility reviews/ registration and other miscellaneous items are not included in this fee and may range up to an amount of \$3,000.00 depending on the amount of required printing/plotting for the project.

At your request, we will be pleased to submit an AIA B101 – 2017 Document “Standard Form of Agreement Between Owner and Architect” for your review and consideration.

PAYMENT

Invoicing against the proposed fee amount stated above shall be monthly based on completed work at the time of invoicing or at the completion stage of each phase of the design contract. Terms shall be net 30 days.

ADDITIONAL SERVICES

The following are examples of architectural services not included as a part of Basic Services under this proposal:

- Services due to changes in scope of the Project or its design, including but not limited to changes in size, complexity, schedule or character of construction based on the descriptions of scope in this proposal.
- Preparation of any drawings to be used as As-Built drawings of existing development or structures.
- Revising documents and specifications which the Owner has previously approved or when changes are due to causes beyond the control of the Architect. Special meetings for changes of this type will also be Additional Services.
- Preparation of design documents for alternate systems, or for out-of-sequence work requested by the Owner.
- Providing design services relating to future facilities, systems and equipment, which are not intended to be constructed or operated as a part of the Project.
- Providing design for value engineering of the project after the drawings have been submitted, reviewed, and approved.
- Any reimbursable expenses associated with additional services defined above.

Upon request and written authorization by the Owner, Architect will provide these services as Additional Services. Billing for Additional Services shall be as per the attached Per Diem Rate Schedule unless indicated otherwise. No additional services will be provided or invoiced without the Owner’s consent.

EXECUTION

Should this proposal meet your approval, please execute two copies; retain one for your records and return the other to our office.

Thank you again for the opportunity to submit this proposal. We look forward to working with you on this project and continuing to serve the City of Freeport.

Should you have any questions, please do not hesitate to call.

Best regards,



Brent K. Bowles, AIA
Principal, **iAD Architects**

Accepted by: _____ Date: _____
(Signature)

Organization: _____

Title: _____

Integrated Architecture & Design

107 West Way, Suite 16
Lake Jackson, Texas 77566
979.297.1411 p. 979.297.1418 f.
www.iadarchitects.com



PER DIEM RATE SCHEDULE

As of July 1, 2020

Please note that all architectural, design and other related professional services agreed to be compensated via terms of a Per Diem Rate shall be as follows below, and that such rates will be in effect as of the above-mentioned date on all projects in which Integrated Architecture & Design performs professional services:

<u>Integrated Architecture & Design Staff</u>	<u>Rate</u>
Architect/Principal	\$200.00/hour
Associate/Architect	\$150.00/hour
Associate/Production	\$125.00/hour
Draftsman/Production	\$85.00/hour
Clerical	\$60.00/hour

Direct non-labor expenses, such as long distance phone calls or fax transmissions, printing, plotting, reproduction of all project correspondence and contract documents or similar documents, postage, freight, express delivery, photography, and/or travel shall be considered as a Reimbursable Expense and subject to invoice to the client with a multiplier of 1.10.

Consultant fees will be billed directly to the Architect. The Architect will invoice the client for these fees with a multiplier of 1.10.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. TBAE, 333 Guadalupe, Suite 2-350, Austin, TX 78701-3942. p. 512.305.9000



City Council Agenda Item # 12

Title: Consideration and possible action to authorize use of 2020 Certificate of Obligation for reconstruction of the River Place Fishing Pier

Date: April 5, 2021

From: Lance Petty, Public Works Director

Staff Recommendation:

Staff recommends council authorize use of funding from 2020 Certificate of Obligation for the removal and rebuild of the fishing pier located at River Place by Docks, Decks and Bulkheads, LLC

Item Summary:

This request would authorize \$48,956 from the \$392,000 originally earmarked for renovation of Heritage house, to be spent on the replacement of fishing pier located at Riverplace.

Background Information:

This recommendation comes following a structural inspection of existing fishing pier completed by staff and 3rd party contractors. This request is for approval of the removal and rebuild of the fishing pier located at River Place listed below for the total proposed price of \$48,956.00

Special Considerations:

The initial bond discussion included \$392K for renovations to the Heritage house. Preliminary architectural projections estimated the cost to make the required improvements at over 600K. When these findings were brought to light, Council expressed a hesitancy to even spend the amount originally planned. In the Bond ordinance, because this category was identified as “improvements to parks and recreation facilities, Council has the option of redirecting these funds to other eligible projects that are improvements to parks and recreation facilities.

Financial Impact:

The proposed costs of repairs are included as an attachment

Board or 3rd Party recommendation:

JC Custom Builders

Docks, Decks and Bulkheads LLC

SWS Marine and Industrial Services

Supporting Documentation:

- Quote from JC Custom Builders
- Quote from Docks, Decks and Bulkheads LLC
- Quote from SWS Marine and Industrial Services
- Photos

JAC

REMODELING &
RESTORATION



Freeport River Place - Walk/Fishing Deck

311 E. Park St.
Freeport TX 77541

Submitted By:

JC Custom Builders

211 Flag Lake Drive
Clute TX 77531

Office: (979) 265-0832

Fax: (979) 265-0914

kelly@jcremodel.com

www.jcremodel.com

JC Custom Builders
 211 Flag Lake Drive
 Clute TX 77531

Office: (979) 265-0832
 Fax: (979) 265-0914

kelly@jcremodel.com
 www.jcremodel.com



Customer

City of Freeport: Attn: Lance Petty
 311 E. Park St.
 Freeport TX 77541

Work: (979) 709-5700
 lpetty@freeport.tx.us

Contract/Project Detail Agreement

Job Name	Freeport River Place - Walk/Fishin...
Job Number	Freeport River Place
Issue Date	February 1, 2021
Valid Until	February 16, 2021

REVISED - 2/1/01

Item	Amount
Phase 1 - Demolition	\$11,494.18
Demolition work	\$3,334.18
<i>Demo per man hour.</i>	
<i>Remove existing handrail, bench, walk deck and framing.</i>	
<i>City to provide dumpster for debris removal of demo and re-build construction.</i>	
Demolition work - Remove existing Piling / Pylon	\$8,160.00
<i>Remove ALL existing pylons.</i>	
<i>City to provide dumpster for debris removal of demo and re-build construction.</i>	
Phase 2 - Construction	\$61,777.88
Treated Wood Piling / Pylon Framing	\$22,060.41
Barge Equipment delivery and return labor charges, mobilization (move in / move out)	\$630.00
Replace, 8" Round Piling / Pylon	\$21,430.41
Walking/Fishing Pier - Wood Dock	\$35,308.53
Rough Carpentry, Supports/Stringers, replace, 2x material	\$6,267.94
<i>2 x dimensional treated lumber</i>	
Rough Carpentry, Joist system, per square foot, 16" on center	\$5,053.10
<i>Includes 5% waste. All joist systems include joists, rim joists, blocking - ALL treated wood</i>	
Exterior decking, Treated exterior wood decking, replace, 2" x 6" Pro-Deck	\$10,791.55
<i>Includes 1-1/2" treated decking lumber - Pro-Deck, rust-resistant screws (stainless steel) and installation labor.</i>	
Framing Connectors, Hurricane and seismic ties. Hot dipped galvanized.	\$3,496.07
Exterior deck railing, Replace exterior deck railing, treated wood	\$5,756.16

Contract/Project Detail Agreement

February 1, 2021

Item	Amount
<i>Includes 2" x 6" top rail, often routed with a bull-nose, 2" x 2" balusters placed approximately 4" on center, fasteners, and installation labor. Does not include posts. Also includes 5% waste.</i>	
Bench seating, Cost per 10' seat width, 9-1/2" wide flat seatboard. <i>These costs do not include concrete work</i>	\$1,047.51
Fish Cleaning Table/Bench Top - HDPE MARINE BOARD SHEET <i>Marine-grade high density polyethylene - Four (4) cutting boards on either side (inside corners) - approximately 24"x48"</i>	\$2,896.20
Walking/Fishing Dock - Coating	\$4,408.94
Masking/Protection non-coated areas - Per LF	\$990.14
Prep and Spray ISOLATE Cork Coat with UniCover Water Proofing Coating on walking/fishing (flat walking surface only)	\$3,418.80
Phase 3 - Clean up	\$303.71
Cleaning, Final construction clean-up, broom clean	\$303.71
Price	\$73,575.77

Draw Schedule

Upon signing of Work Authorization / Contract	30%	\$22,072.73
Upon demolition of existing Deck/Railing/Framing and ALL Pylon	30%	\$22,072.73
Upon installation of ALL Piling/Pylon & Floor Framing.	30%	\$22,072.73
Final Invoice - Completion of work / punch list.	10%	\$7,357.58

We appreciate your business and look forward to working with you.

Notice to Customer Required by Federal Law: You have entered into a transaction, which may result in a lien, mortgage, or other security interest on your home. You have a legal right under federal law to cancel this transaction. If you desire to do so, without penalty of obligation, within three (3) days from the acceptance date noted below. If you so cancel the transaction, any lien, mortgage, or other security interest on your home arising from this transaction is automatically void. You are also entitled to receive a refund of any down payment or other consideration if you cancel. If you decide to cancel this transaction you may do so by notifying JC Remodeling in writing within three (3) days.

All Labor and Material Included in Price. NO Sales Tax Included.

Builder will be responsible for all exterior and interior clean up during construction.

WARRANTY: This contract provides for a One Year Construction Warranty from JC Remodeling & Restoration, LLC, that your home will be free from defects in material and workmanship for such period. This Warranty is in supplement and an addition to the Component Supplier's and Appliance Warranties provided by the respective providers. This Warranty is for repair, parts and necessary labor only, upon timely written notice, and provides no coverage or responsibility for consequential damages. The Warranty period, begins at Final Acceptance and expires 365 days thereafter. There are no other Warranties, EXPRESSED OR IMPLIED, including specific disclaimer of any warranty of MERCHANTABILITY, of fitness for a SPECIFIC PURPOSE. This warranty provides no coverage for abuse, neglect, negligence, Act of God, subsurface disturbance, or soil plasticity or elasticity. The home will be built/repaired to all applicable building codes and standards.

CONCEALED CONDITIONS: This Agreement is based solely on the observations Contractor was able to make with the structure in its current condition at the time this Agreement was bid. If additional concealed conditions are discovered once work has commenced, which were not visible at the time the proposal was bid, Contractor will stop work and point

Contract/Project Detail Agreement

February 1, 2021

out these unforeseen concealed conditions to Owner so that Owner and Contractor can execute a Change Order for any Additional Work.

BUYERS EXPENSES: Any "overage money" / Change Order (extra or overages on allowance items), due/owed to JC Remodeling & Restoration, LLC, must be paid in full to JC Remodeling & Restoration, LLC, before any release of lien documents are signed. JC Remodeling & Restoration, LLC, reserves the right to collect extra or overage money at the time these expenses are incurred. If buyer has a credit on the allowance items, this credit will be adjusted at the end of construction from the original contract price.

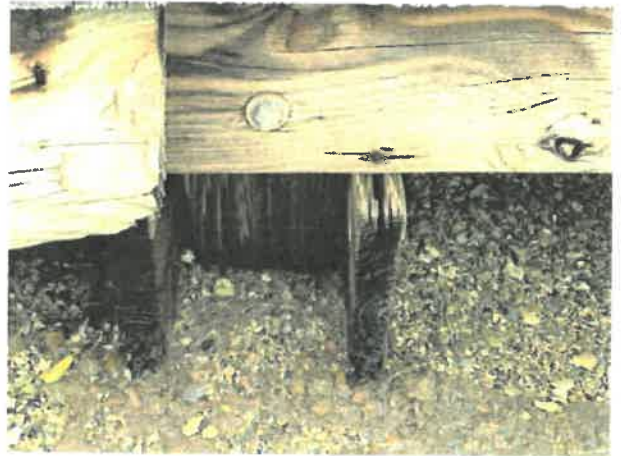
IN ANY INSTANCE WHERE SPECIFICATIONS ARE NOT CLEAR, SUCH WILL BE CONTRACTED TO CUSTOMARY BUILDERS STANDARDS, BUYER'S SIGNATURES BELOW INDICATED AN AGREEMENT TO THOSE VARIATIONS.

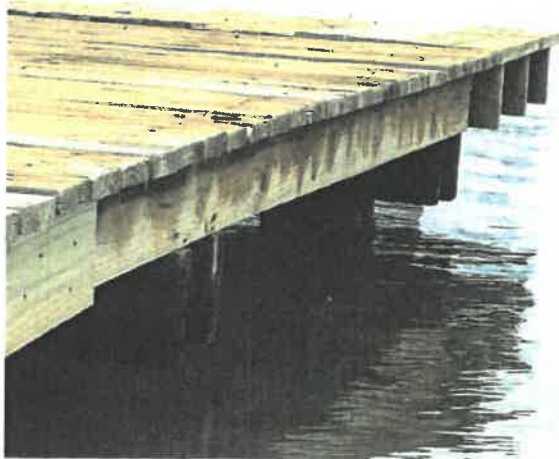
_____ Date _____

_____ Date _____

Kelly Gillespie
JC Custom Builders

City of Freeport: Attn: Lance Petty









Docks, Decks and Bulkheads, LLC
 7920 Fairchild Rd
 Richmond, TX 77469 US
 (832) 423-8742
 treywenzel@yahoo.com

Estimate

ADDRESS

Lance Petty
 City of Freeport

ESTIMATE #

1326

DATE

03/04/2021

ACTIVITY

QTY

RATE

AMOUNT

Pier 8x8+36"

1,408

32.00

45,056.00

Piers constructed with 8x8 pilings, 2.5 CCA treated for salt water submersion, pneumatically driven to grade and left above the deck 36". Beam and joist style framing with .6 CCA treated 2x8 attached with SS lag screws and topped with .6 CCA treated 2x8 deck boards attached with 3" SS screws. Backside of pier will have 2x12 top rail and three rows of 2x4 horizontal rails or we can do our cable rail system which ever is preferred. Removal and disposal of old materials and pilings is included.

8x96 main pier

8x27 south walk way

8x35 north walk way

two triangular areas with fish cleaning tables 12x12

Custom Table

2

825.00

1,650.00

Custom table built between two pilings for max strength. Tables include side and back rails to prevent items from sliding or blowing off. When used for fish cleaning we can install slots to push unwanted materials off of the table.

Dumpster 30 yard by RMI

3

750.00

2,250.00

30 yard dumpster

Vendors estimate materials in 6 weeks, we could remove the structure week after next if preferred so it will be out of the way and we can get rolling as soon as the materials are in. If you wanted to make the 8x96 pier to 10x96 which is size I would suggest would be additional \$6200. This quote has 8x8 which is bigger then the 6x6 that are existing. If you would rather have 6x6 it would lower the price but it's marginal at roughly \$2600.

TOTAL

\$48,956.00

WE APPRECIATE YOUR BUSINESS AND REFERRALS...

Accepted By

Accepted Date

WE APPRECIATE YOUR BUSINESS AND REFERRALS...



SWS

Marine and Industrial Services

810 C.R. 336 (Hagerman Road) • Freeport, Texas 77541

Office (979) 233-1797 • Fax (979) 373-9855

saltwatersalvage.com

PROPOSAL FEBRUARY 1, 2021

Client Information:

City of Freeport
200 West Second Street
Freeport, Texas 77541
Attn: Carissa

Contractor Information:

SWS Services/Salt Water Salvage
810 CR 336 (Hagerman Road)
Freeport, Texas 77541
Phone 233-1797
Attn: Roger Lackey
Email: roger@saltwatersalvage.com

Job Information: River Place Pier

Job Name: River Place Pier Rebuild

All costs included in this bid are approximations. Prices does not include consumable materials.



SWS

Marine and Industrial Services

810 C.R. 336 (Hagerman Road) • Freeport, Texas 77541
Office (979) 233-1797 • Fax (979) 373-9855
saltwatersalvage.com

-2-

Project Description:

Rebuild with concrete filled	
Deck sockets and treated lumber	\$30,500.00
Deck Materials	\$32,085.51
Miscellaneous Materials	\$ 1,500.00
Total	\$64,085.51

Rebuild with Trex Transcends Plastic:

Rebuild with concrete filled	
Deck sockets and treated lumber	\$30,500.00
Trex Transcends Plastic	\$25,728.51
Deck Flortion	\$24,973.91
Miscellaneous Materials	\$ 1,500.00
Total	\$72,702.42

The above totals are estimates and are guaranteed for 30 days. Thank you for the opportunity to bid on this job.

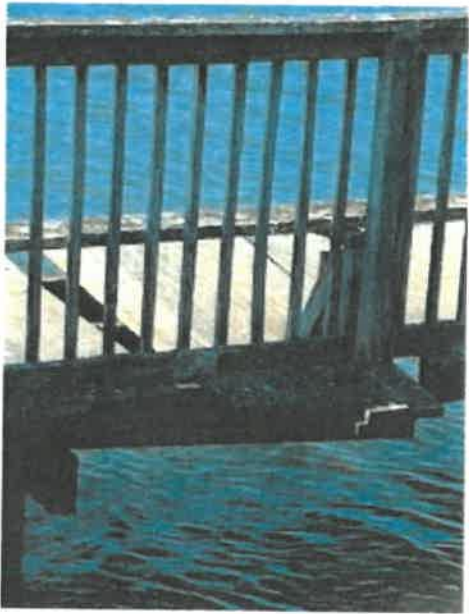
Roger Lackey, Owner

Date

Lance Petty

From: Lance Petty
Sent: Monday, March 8, 2021 10:37 AM
To: Lance Petty
Subject: Pier







Sent from my iPhone



City Council Agenda Item # 13

Title: Consideration and possible action to authorize use of 2020 Certificate of Obligation for Youth Ball Field Lights (SFA, Riverside)

Date: April 5, 2021

From: Lance Petty, Public Works Director

Staff Recommendation:

Staff recommends council authorize use of funding from 2020 Certificate of Obligation for the removal and installation of new ball field lighting at SFA softball fields and Riverside little league fields

Item Summary:

This request would authorize \$65,480 from the \$392,000 originally earmarked for renovation of Heritage house, to be spent on lighting improvements at the little league ball fields

Background Information:

This recommendation comes following an inspection of existing lights and poles completed by staff and 3rd party contractors. This request is for approval of the removal and install of new lighting at SFA and Riverside parks for labor \$22,500.00 Coulomb Electric Inc. City will purchase the lighting and hanging brackets for \$32,980 totaling \$65,480.00

Special Considerations:

The initial bond discussion included \$392K for renovations to the Heritage house. Preliminary architectural projections estimated the cost to make the required improvements at over 600K. When these findings were brought to light, Council expressed a hesitancy to even spend the amount originally planned. In the Bond ordinance, because this category was identified as “improvements to parks and recreation facilities, Council has the option of redirecting these funds to other eligible projects that are improvements to parks and recreation facilities.

Financial Impact:

The proposed costs of repairs are included as an attachment

Board or 3rd Party recommendation:

Coulomb Electric Inc - \$22,500.00

Penny's Electric Co., Inc - \$23,023.00

Instrumentation, Inc. - \$49,750.00

Supporting Documentation:

- Quote from Coulumb Electric Inc
- Quote from Penny's Electric Co., Inc
- Quote from Instrumentation, Inc.

Coulomb Electric Inc.

525 Kings Dr

Freeport, Texas 77541

713-302-2854 ph.

coulombelectricinc@gmail.com

3/11/2021

Attention: lance

Steven F. Austin Park Pole Light Job 1300n Avenue M

Bid

I am pleased to quote the price of \$22,500.00.00 for the disconnection replacement of pole lights

Included in the price

- Demo pole light fixtures.
- Install new fixtures city supplied
- Replace wood cross bars fixtures are mounted on.
- Use city supplied bucket truck
- Daytime hours only
- Alm fixtures as close as possible to existing positions
- Reuse existing breakers and circuits

Excluded from the price

- Trash removal
- Night time light sighting inn
- Wiring replacement repairs on aerial circuits or underground
- Underground feeders
- New circuits, timers or controls
- Timers or contactors
- Taxes
- Holiday pay or overtime
- Control wiring terminations

Penney's Electric Co., Inc.
P. O. Box 2888
Freeport, Texas 77542
979-233-4156 979-299-3742 Fax 979-239-2725
Texas State Electrical Contractor #33778

Proposal #: PECO 1696
Proposal Submitted to:
City of Freeport EDC
200 West 2nd St
Freeport, TX 77541

Date: 03/19/2021
Job Location:
Ball Field Lights

Attn: Lance

Penney's Electric, proposes to furnish labor, materials and equipment necessary for the following work:

Freeport Ball Field Lights

1. Remove existing lighting and mounts from light poles at (3) ball fields
2. Install new customer supplied fixture mounts on the existing light poles
3. Install 2-3 customer supplied light fixtures on new mounts
4. Wire in new fixtures to existing lighting circuits
5. Test lights and adjust if needed (after hours)

This does not include charge for lift rental.

The total estimated price is: **\$ 23,023.00** (Twenty three thousand, twenty-three dollars and 00/100). This does not include tax.

All work is to be performed in accordance with the above description and will be done in accordance with the National Electrical code and in a workmanship like manner. Penney's Electric will be responsible for all electrical permits and fees and will furnish proof of our general liability insurance on request. Owner is responsible for fire, theft, storm related and other necessary owner insurance.

PAYMENT IS DUE AS FOLLOWS: Time of Invoice

Any deviation or order from the above specifications will be deemed as extra work and will be charged at an additional cost. All additional work will be agreed on in writing before the work is started.

I agree to the above specifications and authorize Penney's Electric to proceed with the work as specified.

Name: _____
(Please print)

Date: _____

Signature: _____

INSTRUMENTATION, INC.
PO BOX 1182
112 N SHANKS
CLUTE, TEXAS 77531
PHONE 979-265-8163 FAX 979-265-8510

CITY OF FREEPORT

3-11-21

Attn: Lance

Re: Ball field lights

The following estimate is submitted as requested.

Furnish necessary labor and equipment to perform the following.

Change out of pole lighting for three ball fields.

Disconnect and remove the old lights and cross arms.

Install a new cross arm and two light fixtures on each pole.

Hook up the lights with existing power wiring and test operation.

The estimate for each ball field is \$16,250.00 x 3

Note: Lights and cross arms to be furnished by the City.

Thank you for your consideration.

David Smelser
979-482-6638



City Council Agenda Item # 14

Title: Consideration for the Freeport Economic Development Corporation the Use of the Visitor Center.

Date: April 5, 2021

From: Courtland Holman – Executive Director

Item Summary:

At the March 9, 2021 FEDC board meeting the attached submitted proposal was approved to be presented to city council as written.

The EDC Board requests that the FEDC be given exclusive use of the Visitor Center. Additionally, the FEDC requests that the improvements and remodeling expenses be paid by the City.

Background Information:

On December 16, 2020 the FEDC approved a motion (5 Aye, 1 Nay) that Jeff Pena and Executive Director Courtland Holman would write a letter to City Council to request that the FEDC use the former Visitor Center building.

On January 12, 2021 board meeting the FEDC Board approved the letter to send to city council.

On February 2, 2021 Special Board meeting the FEDC Board formed a subcommittee to develop a proposal for City Council to review and consider for the FEDC to utilize the Visitor Center.

Special Considerations:

None

Financial Impact:

The city will be responsible for all costs, maintenance, and upkeep of the property.

Supporting Documentation:

Proposal from FEDC

PROPOSAL FROM FEDC

The Freeport Economic Corporation was established as a vehicle for the creation of wealth for our community, not only as a jobs program, but as an investment in growing our economy and enhancing the prosperity and quality of life for all residents.

Since its inception the FEDC has strived to establish its own identity. We have taken on some big projects which in the future will prove to be successful. With the assistance of the City we now have an opportunity to continue our quest towards this goal.

The move of the Visitors Center to downtown will provide more traffic to that area and help in the redevelopment of downtown.

The consideration of the City granting the FEDC the sole use of the facility on Brazosport Blvd will provide the accessibility and visibility needed for us to better serve the community.

The FEDC request that the City consider granting the FEDC the use of this building for our office at no cost. The money saved would be better used on our projects.

Thank you for your fullest consideration.

03/09/2021