



**AGENDA  
REGULAR MEETING  
FREEPORT CITY COUNCIL  
MONDAY, JUNE 21, 2021 at 6:00 P.M.**

**Mayor:**  
Brooks Bass

**Council Members:**  
Jeff Pena  
Jerry Cain  
Mario Muraira  
Troy Brimage

**City Manager:**  
Timothy Kelty

**THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, WILL MEET ON MONDAY, THE 21ST DAY OF JUNE, 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**

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

**THE MEETING IS BEING HELD FOR THE FOLLOWING PURPOSES:**

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

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

**CITIZENS' COMMENTS:**

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

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

1. Presentation for employee of the month for the Month of May 2021. **(Kelty)**

**CONSENT AGENDA:**

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 Any item requiring additional discussion may be withdrawn from the Consent Agenda by the Mayor, Councilmember or City Manager, and acted upon separately

2. Consideration and possible action on the approval of City Council meeting minutes from June 7, 2021. **(Wells)**
3. Consider changing the date of the first meeting in July 2021 due to the Independence Day Holiday, to Tuesday July 6, 2021. **(Wells)**
4. Ordinance No. 2021-2632: An Ordinance Authorizing the Issuance and Sale of the City of Freeport, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2021; Levying a Tax and Providing for the Security and Payment Thereof; and Enacting Other Provisions Relating Thereto **(Ezell)**

5. Consideration and possible action approving Resolution No. 2021-2693 adjusting the Master Fee Schedule for Freeport Ball Diamond fees. **(Strahan)**

#### **COUNCIL BUSINESS – REGULAR SESSION:**

6. Discussion and possible action regarding full implementation of Salary Survey Recommendations. **(Ezell)**
7. Consideration and possible action approving Ordinance No. 2021-2633 amending deposits required on utility and solid waste accounts. **(Ezell)**
8. Consideration and possible action on Resolutions appointing/reappointing members to various Boards and Commissions. **(Kelty)**
  - a. Resolution No. 2021-2694, Historical Commission and Main Street Appointments.
  - b. Resolution No.2021-2695, Charter Review Appointments.
9. Consideration and possible action approving the agreement for Sister City with Altamira, Tamaulipas Mexico. **(Kelty)**
10. Consideration and possible action approving the renewal of the annual contract for Freese and Nichols. **(Kelty)**
11. Consideration and possible action approving Task Authorization #17 for the rehab of Lift Stations Numbers 3, 4, & 14. **(Kelty)**
12. Consideration and possible action approving the adding of additional concrete streets for engineering and designs. **(Kelty)**
13. Consideration and possible action approving the designation of electing a Chairman to the TIRZ Board. **(Holman)**

#### **WORK SESSION:**

14. **The City Council may deliberate and make inquiry into any item listed in the Work Session.**
  - A. Mayor Brooks Bass announcements and comments.
  - B. Councilman Pena Ward A announcements and comments.
  - C. Councilman Cain Ward B announcements and comments.
  - D. Councilman Muraira Ward C announcements and comments.
  - E. Councilman Brimage Ward D announcements and comments.
  - F. City Manager Tim Kelty announcements and comments.
  - G. Updates on current infrastructure.
  - H. Update on reports / concerns from Department heads.

**CLOSED SESSION:**

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

**COUNCIL BUSINESS – REGULAR SESSION:**

**ADJOURNMENT:**

16. 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).

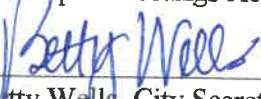
The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations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

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**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.

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

  
Betty Wells, City Secretary,  
City of Freeport, Texas

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Monday, June 7, 2021 at 6:00 p.m. at the Freeport Police Department, Municipal Court Room, 430 North Brazosport Boulevard, Freeport Texas for the purpose of considering the following agenda items:

City Council: Mayor Brooks Bass:  
Councilman Jeff Pena  
Councilman Jerry Cain  
Councilman Mario Muraira  
Councilman Troy Brimage

Staff: Tim Kelty, City Manager  
Betty Wells, City Secretary  
Chris Duncan, City Attorney  
Cathy Ezell, Finance Director  
Lance Petty, Public Works Director  
Laura Tolar, Special Events Coordinator, Via Teleconference  
LeAnn Strahan, Destinations Director  
Courtland Holman, EDC Director  
Clarisa Molina, Administrative Assistant  
Billy Shoemaker, Building/Code Director  
Ray Garivey, Freeport Police Chief  
Bob Cramer, Via Teleconference  
Giselle Hernandez, Financial Analyst

Visitors: David McGinty Sandra Barnett  
James Barnett Ken Green  
Manning Rollerson Melanie Oldham  
Sabrina Brimage Sandra Barnett  
Desiree Pearson James Barnett  
Ed Garcia Larry Fansher  
Tommy Pearson Nick Irene (Facts)  
Sam Reyna Nicole Mireles  
Joe Gonzalez Annette Payne  
Diane McCleester Con McCleester  
Ruben Renobato Charlie Johnson  
Margaret McMahan Gary Guerriery

Visitors, Via Teleconference: Amanda Petty Lila Diehl  
Melissa Ashington (GLO) Vander Williams

Paul Crow

**Call to order.**

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

**INVOCATION AND PLEDGE OF ALLEGIANCE:**

Invocation was led by City Manager Tim Kelty, the Pledge was led by Councilman Brimage.

**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.

Larry Fansher with the CCF spoke to council about the investigation that was conducted on the leak that occurred from the candidate forum that the CCF hosted. He said that the independent investigation was done by Clay Hutcherson. Mr. Fansher said that this found that two members acted alone without the knowledge of officers of the CCF. He said that with this information there are lessons that were learned and the CCF will be changing their By-Laws.

Nicole Mireles spoke to council of her concern of the issues with the sewer backing up when it rains. She said that she knows it is not this council's fault, because it has been this way for years, but this needs to be addressed.

Gary Gurriery spoke of his concern for the Short-Term Rentals in Bridge Harbor. He said that there are parties and underage drinking. He said that this needs to be taken care of. He said that there are dogs tied up, and cars that are parking in his driveway.

Annette Payne, 119 Redfish Lane, spoke to council against Short-Term Lease Rentals. She said that they need help with amending the ordinance for this. She spoke of the loud music, the parking on private property, and the garbage issue.

Diane McCleester spoke against Short-Term Lease Rentals. She said that an ordinance needs to be created to regulate Short-Term Rentals. She also complained about the Captains Table and Marina and the noise from the Karaoke that is held on Saturday nights, she said that she would like this to be shut down by 10 PM.

Joe Gonzalez 707 West 10<sup>th</sup> spoke to council about the sewer lines and the drainage from the lines when it rains. He said that this is a bad problem for 10<sup>th</sup> Street, he said it overflows, and becomes a health issue.

Cathy Lopez spoke to council of her concern from her sewer backing up when it rains. She said that she was told by Veolia it was her problem so she had a plumber come out, but the problem is still happening. Ms. Lopez said that Veolia came back out and cleaned the manhole, and this has helped with this problem. She said that for two weeks she had asked the City for help and they wouldn't help her. She also said that there is a sink hole on the other side of her fence. Ms. Lopez said that she appreciates City Manager Tim Kelty, and Councilman Muraira for all the help that they gave her.

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

Presentation on Demolition Report.

Building/Code Director Billy Shoemaker presented to council the demo report. He said that there have been fifteen permits pulled for demos. Mr. Shoemaker said that there are two in process, and twenty-one structures under evaluation.

Councilman Brimage asked what is the biggest challenge on getting these properties done? Mr. Shoemaker said that it's all about the money. Councilman Brimage said that we have to get this taken care of.

Councilman Cain said that he assumes that the property owners do not live in these houses. Mr. Shoemaker said that this is correct.

### **CONSENT AGENDA**

Item Numbers 2-7 were moved from Consent Agenda to Council Regular Agenda by Mayor Bass.

### **COUNCIL REGULAR AGENDA:**

Consideration and possible action on the approval of City Council meeting minutes from May 17, 2021.

On a motion by Councilman Brimage, seconded by Councilman Cain, with all present voting "Aye" 5-0 Council unanimously approved City Council meeting minutes from May 17, 2021.

Consideration and possible action approving an agreement for temporary use of ROW at driveway on property at Ave U.

City Manager Tim Kelty presented to council an agreement for temporary use of ROW for a driveway on unconstructed portion of at Ave U ROW. He said that Javier Acuna owns four 25' lots, and he is wanting to build two houses on this property. Mr. Kelty said that there is no constructed road frontage to those lots so Mr. Acuna would have to construct a driveway along an undeveloped portion of Ave U.

On a motion by Councilman Muraira, seconded by Councilman Pena, with all present voting "Aye" 5-0 Council unanimously approved an agreement for temporary use of ROW at driveway on property at Ave U.

Councilman Muraira said that this property is in his Ward, and he knows where these individuals live, and this makes sense.

Consideration approving the road closure of outside lane from S. Ave. A to Front St. leaving one lane open to traffic for a 5K Benefit for "Blessings Women Helping Women" to be held on July 24, 2021.

Destinations Director, LeAnn Strahan presented to council the road closure of outside lane from S. Ave. A to Front St. leaving one lane open to traffic for a 5K Benefit for "Blessings Women Helping Women" to be held on July 24, 2021. She said that she thinks this is a great opportunity for Freeport.

On a motion by Councilman Brimage, seconded by Councilman Muraira, with all present voting "Aye" 5-0 Council unanimously approved the road closure of outside lane from S. Ave. A to Front St. leaving one lane open to traffic for a 5K Benefit for "Blessings Women Helping Women" to be held on July 24, 2021.

Consideration approving the road closure for Fort Velasco Day.

Destinations Director, LeAnn Strahan presented to council the request for road closure for Fort Velasco Day. She said that this event will be on June 26, 2021 from 9 AM – 4 PM. She said that there will be artillery and black powder rifle firing, and we are requesting approval for this as well. She said that the closure will be on 4<sup>th</sup> Street between East and West Park, and the 300 block of East and West Park at Broad extending to the North side of 4<sup>th</sup> Street.

On a motion by Councilman Brimage, seconded by Councilman Pena, with all present voting "Aye" 5-0 Council unanimously approved the road closure for Fort Velasco Day.

Councilman Pena asked what the hours of the event will be, and what time the roads will be blocked off? Ms. Strahan said that the event is from 9-4 and the closure should be started at 7 AM. She said that there will be individual camping in the park. Councilman Pena suggested using the parking lot behind the Museum. He also asked if we have adequate Police, EMS and trash pickup set up for this event? Ms. Strahan said yes, this will be coordinated with the Parks Department, and Police will be present and much as possible.

Mayor Bass asked what time the closure of the streets would be done? Ms. Strahan said by 5 PM.

Consideration approving the road closure for Barcadia Event.

Destinations Director, LeAnn Strahan presented to council the road closure for Barcadia Event. She said that this will be a bike and car show hosted by Mr. McDonald, owner of Barcadia and that he planned to sell alcohol at the event under his license.

Councilman Brimage asked what are the hours for this event? Ms. Strahan said that it will be from 9 AM – 9 PM, she said that this is for the closure and for the event. Councilman Brimage said that he wants to be clear that there will be no wet t-shirt contest. Ms. Strahan said that Mr. McDonald has said that this will not happen.

Councilman Pena asked who will be the primary contact for this event? Ms. Strahan said that she will be that person for the city. Councilman Pena also asked who will be responsible for security and for trash pickup? Ms. Strahan said that Mr. McDonald will provide the security, and that his staff will take care of the trash, and assures that everything is cleaned at the end of the event.

Mayor Bass said that he wants our PD at the event for the security, and he wants them to be compensated. Ms. Strahan said that Mr. McDonald said he will have no problem using our PD for security paying them directly for their time. Mayor Bass said that he would like there to be four officers.



On a motion by Councilman Brimage, with the use of our Peace Officers for security, seconded by Councilman Cain, with all present voting "Aye" 5-0 Council unanimously approved the road closure for Barcadia Event.

Councilman Pena said that he would like a follow up at a later date before the event for the security and the trash clean up.

Consideration and possible action on vacating of plat for Pena subdivision.

Building and Code Director, Billy Shoemaker presented to council the possible action on vacating of plat for Pena Subdivision. He said that the owner of this property wants to vacate the plat from 2020, and take it back to the original two lots. He said that this was approved by Planning and Zoning.

On a motion by Councilman Cain, seconded by Councilman Muraira, with all present voting "Aye" 5-0 Council unanimously approved vacating of plat for Pena subdivision.

Public Hearing: Public Hearing and possible action on Preliminary Plat of property described as Lot 4A of Thousand Oaks Subdivision a 4.000 Acre, 1-Lot Subdivision. Being a 4.000 Acre Tract Lots 4 and 5 of the replat of Thousand Oaks Subdivision in Clerks File No. 2007039748, B.C.P.R. in the Cochran and McClure Subdivision in the Jared E. Groce 5 Leagues Grant, Abstract No. 66 in Brazoria County, Texas.

Mayor Bass opened the Public Hearing at 7:09 PM.

Billy Shoemaker Building/Code Director presented to council possible action on Preliminary Plat of property described as Lot 4A of Thousand Oaks Subdivision a 4.000 Acre, 1-Lot Subdivision. Being a 4.000 Acre Tract Lots 4 and 5 of the replat of Thousand Oaks Subdivision in Clerks File No. 2007039748, B.C.P.R. in the Cochran and McClure Subdivision in the Jared E. Groce 5 Leagues Grant, Abstract No. 66 in Brazoria County, Texas. He said that this was presented and approved by Planning and Zoning. He said that this in our ETJ.

Mayor Bass closed Public Hearing at 7:11 PM.

On a motion by Councilman Brimage, seconded by Councilman Muraira, with all present voting "Aye" 5-0 Council unanimously approved action on Preliminary Plat of property described as Lot 4A of Thousand Oaks Subdivision a 4.000 Acre, 1-Lot Subdivision. Being a 4.000 Acre Tract Lots 4 and 5 of the replat of Thousand Oaks Subdivision in Clerks File No. 2007039748, B.C.P.R. in the Cochran and McClure Subdivision in the Jared E. Groce 5 Leagues Grant, Abstract No. 66 in Brazoria County, Texas. He said that this was presented and approved by Planning and Zoning. He said that this in our ETJ.

Discussion and possible action for the approval of City Attorney Chris Duncan's Contract.

City Manager, Tim Kelty presented to council the approval of City Attorney Chris Duncan's Contract. He said that this is for the legal service to the City.

Councilman Brimage asked that the flat fee be explained. City Attorney Chris Duncan said that the flat fee is for up to 40 hours a month. He said that the first 40 hours a month are set and covered by that flat fee. Any hours worked over that would be charged per hour. Councilman Brimage asked if Mr. Duncan has an average as to what he is working now. Mr. Duncan said most months are around the 40 hours, but about three months a year it is about 50-55 hours a month.

Councilman Muraira asked how much overtime is he receiving. Mr. Duncan said that there is no overtime charged, it is a flat fee.

Councilman Brimage asked Mr. Kelty where the funds will come from? City Manager Tim Kelty said it is budgeted. Councilman Brimage asked if we will be able to keep up with the hours that is being worked. Mr. Kelty said he will have to stay in contact to make sure it is not going over too much. Councilman Brimage asked what other changes were made to the contract? Mr. Kelty said the length of the contract went from one year to a three-year contract, with a clause for early termination for malfeasance.

Mayor Bass said that he thinks this is a fair contract.

On a motion by Councilman Cain, seconded by Councilman Muraira, with all present voting "Aye" 5-0 Council unanimously approved the approval of City Attorney Chris Duncan's Contract.

Consideration and possible action for water billing adjustment for the New Jerusalem Baptist Church.

City Manager, Tim Kelty presented to council the possible action for water billing adjustment for the New Jerusalem Baptist Church. He said that the church has a water bill in the amount of \$15,000. Mr. Kelty said that this was caused by a toilet that was constantly running.

There was a church member that spoke to council and asked that the church be given relief from this bill. He said that they are asking favor on this, he said that they are a very small church and they just cannot pay this.

Councilman Brimage said that he met with some members from the church and spoke on how they would be able to pay the bill. He said in his opinion the city should have turned the water off once we realized there was a problem. He said that the church did pay the current past due in the amount of \$534.38, he said that he the church would like to work out a deal to pay an additional \$100.00 a month for the next nine months.

Councilman Muraira asked if this was the first proposed agreement that was made and presented to council? Mr. Kelty said yes this is the exact proposal that was previously brought to council. Councilman Muraira said that he supports this offer.

Councilman Cain said that he supports this offer, and asked if the church supports it as well. The Member of the church said yes.

Councilman Pena said that he hopes that we get a system in place so that this does not happen again.

On a motion by Councilman Muraira, seconded by Councilman Pena with all present voting "Aye" 5-0 Council unanimously approved the agreement for \$100.00 to paid in addition to the normal water bill for the next nine months for water billing adjustment for the New Jerusalem Baptist Church and at the end of that period the remaining balance be dismissed.

Councilman Muraira said that he would like the City Manager to handle these kinds of issues. City Manager Tim Kelty said that because of the dollar value on this, he did not feel comfortable authorizing this without council support.

Consideration and possible action approving Ordinance No. 2021-2631 on the new Water/Sewer Rate.

Manning Rollerson spoke to council of his concern about the increase in the water/sewer rate. He said that the city has issues with sewer backing up, the bad pipes throughout the city, and he said that you cannot use the city water. Mr. Rollerson said that he has spoke with a councilman that is not his councilman for his Ward. He said that Councilman Pena has not spoke with him over his concerns for his Ward. Councilman Pena asked for Mr. Rollerson's phone number.

Finance Director, Cathy Ezell, presented to council Ordinance No. 2021-2631 on the new Water/Sewer Rate. She said that staff is recommending the increase of 8% for residential and 5% for commercial. She said that the last rate increase that was adopted was 12% residential and 16 % on commercial. She said that there is a second-year increase for 3% residential and 2% commercial, as well. She said this will get everything caught up per the rate study done by Freese and Nichols. She said that this increase will pay the debt service at \$300,000.00 a year and put \$50,000.00 in fund balance.

Mayor Bass said that we need to increase the rates over several years per the rate study in order to do what needs to be done. He also asked about the grant for \$257,600.00 he said that we need this money to start the immediate relief that is needed. He asked what the increase of 8% will look like on the use of 5000 gallons of water per month. Ms. Ezell said that the first increase will be for residential \$4.23 a month, with the 2% it will be \$1.72. She said that this will begin August of this year, and the second increase of the 2% will begin in March 2022.

Councilman Pena asked if the projects will begin next summer? Ms. Ezell said that we will receive the bond money at the end of June or beginning of July. Councilman Pena said that he hears all the concerns of the sewer problems, and we need to get started on these projects. He asked who will be doing the facilitating of the work on these projects? Ms. Ezell said that we will have to go out for bids.

On a motion by Councilman Cain, seconded by Councilman Brimage with all present voting "Aye" 5-0 Council unanimously approved Ordinance No. 2021-2631 on the new Water/Sewer Rate.

Consideration and possible action approving Resolution No. 2021-2686; A Resolution by the City Council of the City of Freeport, Texas, Approving Forms of Preliminary Official Statement and Notice of Sale; and Providing for Other Matters Incidental Thereto.

Finance Director, Cathy Ezell presented to council a Resolution No. 2021-2686; A Resolution by the City Council of the City of Freeport, Texas, Approving Forms of Preliminary Official Statement and Notice of Sale; and Providing for Other Matters Incidental Thereto. Ms. Ezell said that staff recommends the approval of this resolution. She said that the approving of this is the preliminary official statement and notice of sale.

Mayor Bass said that staff brought forth in the beginning a request for \$10 million, he said that it dropped to \$8 million, and now with the recent grant announcement, it is for \$5 million. Ms. Ezell said yes, and the bonds are selling at a discount. She said that what this means, is we are getting more money for less. She said that we will be paying \$4.88 million and getting \$5 million. City Manager Tim Kelty said that interest rates are low.

On a motion by Councilman Brimage, seconded by Councilman Cain with all present voting "Aye" 5-0 Council unanimously approved a Resolution No. 2021-2686; A Resolution by the City Council of the City of Freeport, Texas, Approving Forms of Preliminary Official Statement and Notice of Sale; and Providing for Other Matters Incidental Thereto.

Consideration and possible action on Resolutions appointing/reappointing members to various Boards and Commissions.

City Manager Tim Kelty presented to council Resolutions appointing/reappointing members to various Boards and Commissions.

Councilman Muraira asked if Mr. Mitchell only applied for the Planning and Zoning Commission? Mayor Bass said that he applied for the EDC and Planning, but he would like to see him on the BOA.

Melanie Oldham said that she is currently serving on the Planning and Zoning but she would like to be considered for the Freeport EDC.

Resolution No. 2021-2687, Planning and Zoning Appointments

On a motion by Councilman Muraira, to re-appoint Melanie Oldham, and Keith Stumbaugh to the Planning and Zoning Commission seconded by Councilman Pena with all present voting "Aye" 5-0 Council unanimously approved Resolution No. 2021-2687, Planning and Zoning Appointments.

Resolution No. 2021-2688, EDC Appointments.

Shonda Marshall spoke to council of her interest of serving on the EDC Board.

Sandra Loeza spoke to council of her interest of serving on the EDC Board.

On a motion by Councilman Muraira, to re-appoint Mingo Marquez, and to appoint Shonda Marshall and Joshua Mitchell to the Freeport Economic Development Board, seconded by Councilman Pena with a 4-1 vote, Council approved Resolution No. 2021-2688, EDC Appointments. Councilman Cain voted "Ney"

Councilman Pena said that he wants applicants to know that the number one prerequisite is time. He said that serving on the Boards will take time. He said that the EDC will be moving to having meetings two times a month.

On a motion by Councilman Brimage, to re-appoint Nicole Mireles to the Freeport Economic Development Board, seconded by Councilman Muraira with a 3-2 vote Council approved Resolution No. 2021-2688, EDC Appointments. Councilman Pena and Councilman Cain both voted "Ney."

Resolution No. 2021-2689, Boards of Adjustments Appointments

On a motion by Councilman Muraira, to re-appoint Sammye Moore as a Regular to the Boards of Adjustments, seconded by Councilman Brimage with all present voting "Aye" 5-0 Council unanimously approved Resolution No. 2021-2689, Boards of Adjustments Appointments.

On a motion by Mayor Bass to re-appoint Mario Muraira as an Alternate to the Boards of Adjustments, seconded by Councilman Pena with all present voting "Aye" 5-0 Council unanimously approved Resolution No. 2021-2686, Boards of Adjustments Appointments.

Resolution No. 2021-2690, Historical Commission and Main Street Appointments

On a motion by Councilman Brimage, to re-appoint David McGinty, Carolyn Weatherly and to appoint Amanda Petty to the Historical Commission and Main Street Board, seconded by Councilman Cain with all present and voting "Aye" 5-0 Council unanimously approved Resolution No. 2021-2690, Historical Commission and Main Street Appointments.

Resolution No. 2021-2691, Charter Review Appointments

On a motion by Councilman Brimage, to re-appoint Sandra Barbree, Ana Silbas, and to appoint Sam Reyna and Shonda Marshall to the Charter Review Board, seconded by Councilman Muraira with all present and voting "Aye" 5-0 Council unanimously approved Resolution No. 2021-2691, Charter Review Appointments.

Resolution No. 2021-2692, Senior Citizen Appointments

On a motion by Councilman Brimage, to re-appoint Ona Johnson, Sammye Moore, Sandra Potts Childress, Jane Hawkins, and Pamela Douglas to the Senior Citizen Board, seconded by Councilman Muraira with all present voting "Aye" 5-0 Council unanimously approved Resolution No. 2021-2692, Senior Citizen Appointments.

Beautification and Parks Board.

On a motion by Councilman Brimage to appoint Ana Silbas to the Beautification and Parks Board, seconded by Councilman Cain with all present and voting "Aye" 5-0 Council unanimously approved appointing Ana Silbas to the Beautification and Parks Board.

Mayor Bass said that the Library Board will be held until the next meeting.

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

Public Works Director Lance Petty presented Agreement for use with Freeport Youth Athletic Associations. He said that this is agreement to protect the City and the Youth Association. He said that there is no charge to the Freeport Little League and for the Girls Softball Youth Association. Mr. Petty said that we are requesting the schedules of the Associations so the fields are ready for them. He said that we want Select Teams to come and use our fields, but there will be a charge for these teams for maintenance cost, unless they are a 501C.

Mayor Bass asked if the Association has reviewed this agreement? Mr. Petty said that it has been reviewed, and the Softball Association has some questions. Mayor Bass also asked if the Association understand the requirements that are added to this agreement.

Councilman Muraira asked if Coach Reggie is content with this agreement? Mr. Petty said yes.

Councilman Brimage said that he likes this agreement.

On a motion by Councilman Brimage, seconded by Councilman Cain with all present and voting "Aye" 5-0 Council unanimously approved the action of approving a form of Agreement for use with Freeport Youth Athletic Associations.

Mayor Bass also asked if the Association understand the requirements that are added to this agreement. He asked who will be keeping up with the documentation from the Association? Mr. Petty said that the Association will send the documentation, and if not, then the City will have to do the background checks, and this will be at the expense of the Association.

Consideration and possible action of approving Interlocal Agreement with Brazoria County regarding TIRZ.

EDC Director Courtland Holman presented to Council the possible action of approving Interlocal Agreement with Brazoria County regarding TIRZ. He said that staff recommends the approval of this agreement. Mr. Holman said that in December of 2019 Council approved the TIRZ.

On a motion by Councilman Brimage, seconded by Councilman Pena with all present and voting "Aye" 5-0 Council unanimously approved the Interlocal Agreement with Brazoria County regarding TIRZ.

**WORK SESSION:**

Councilman Pena said that all of his contact information is on the website, he said that if a resident need to get in touch with him, to please reach out. He said that he hopes that the residents know they can contact the City Secretary as well, to get a message to him. He said that he believes all of his information is assessable because he receives calls from residents of other Wards. He spoke of the sewer problems on 10<sup>th</sup> Street, Councilman Pena said that Mr. Gonzalez reached out to him about his sewer problem. Councilman Pena said that he shared this information with Mr. Kelty, and he was very responsive on this issue, and he wants to thank him for that. Councilman Pena said there is a sewer issue on 714 West 4. He said that for safety and security he has requested that the visible lines on Velasco and Ave A, and Velasco and 2<sup>nd</sup> Street be painted, as soon as possible since we do have these materials. He said that he met with Mr. Kelty and Lance Petty a few weeks ago he said that he was under the impression this would be taken care of. Councilman Pena said that he would like to make sure we look into having a recycle program added when we start the search for new trash service contract. He said that he has had several complaints from businesses in Ward A, about the fire ant issue on the sidewalks and at the park in downtown, he said this needs to be taken care of before the events that are coming up. He also said that the parking stripes down town need to be done. Councilman Pena spoke on the parking space behind Barcadia, he said that we need to get lighting in this area for safety. He spoke about the Short-Term Rentals, he said the parking, and noise violations are a huge complaint from home owners and this needs to be taken care of. He said that he hosts Short Term Rentals, he said that the rules are outlined in the agreement of what is and is not allowed.

Councilman Cain asked what the status is on the Storm Pump projects? Lance Petty said that the it is in process right now; the concrete has been poured for the electrical house. He said that the contractor said completion would be mid to late July. Councilman Cain asked if the pumps still work during this process? Mr. Petty said that all will be complete before the switch over. Councilman Cain asked about the Pump across the river, Mr. Petty said that everything is working on this one. Councilman Cain thanked Mr. Shoemaker on the report and the work being done on the unsafe structures throughout the City.

Councilman Muraira asked Mr. Petty how often potholes are repaired. Mr. Petty said that is done about three times a month. Councilman Muraira said that he notices Zapata has the same holes. Mr. Petty said that this street is falling apart because of the large trucks, this is a street that will be looked at with the Interlocal Agreement. Councilman Muraira spoke about the sinkhole on Cathy Lopez's property. Mr. Kelty said that locates have been identified, and work will begin. Mr. Kelty said that there are funds available for these projects. Mr. Petty said that this is caused by the clay pipes. Councilman Muraira

Councilman Brimage said that he would like to see discussion and action on the pay for the PD. He said that the PD has had the pay study, and we know that we are insufficient on pay, and just this week the PD lost a twenty-year Veteran due to money. He said think about the investment we had in this man, and what we are losing. Councilman Brimage said that the Sherriff's Office is taking our people, and this is something that has to be fixed. Councilman Brimage said that he agrees with Councilman Muraira all of the employees pay needs to be looked at. He said all these are important. He said that when he had his stroke he doesn't know what he would have done if we did not have the First Responders. He said the down fall for Freeport is, we spend the money on the studies, and then we do what we think is best, and we have to stop that. Councilman Brimage asked if we are still doing the Summer Program for the kids? Staff answered that this program went away.

Councilman Pena said that he agrees that the whole City Staff pay needs to be looked at. He said that the storms have caused a lot of driftwood on the beach. He said that he spoke with some of our PD staff that was working on the beach, and they were overwhelmed. He said that we need to make sure we have the proper equipment for our staff.

City Manager Tim Kelty said that he will be out of town on Thursday and Friday for a conference. Mr. Kelty said that he would like to recognize Mr. Petty and his crew for all the work that was done on the beach two weeks ago. He said that he and his crew worked hard to get the beach cleaned back from all the driftwood. He said it is a battle that we will face, and Mr. Petty and his crew has worked hard. Sabrina Brimage asked if Community Service Workers can help with this work. Mr. Kelty said that we are utilizing Community Service workers but that the Courts have not started back fully with this just yet, he said that resource is just limited right now.

#### Update on reports / concerns from Department heads

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

#### **CLOSED SESSION:**

Executive Session regarding a.) (Potential Litigation) consultation with city attorney b.) (Deliberations about Real Property), East End, c.) (Personnel Matters) City Manager Annual Evaluation, in accordance with Government Code Annotated, Chapter 551, Sections 551.071, 551.072, 551.074.

#### **REGULAR SESSION**

Mayor Bass reconvened regular session at 9:03 P.M.

There was no action taken from executive session.

#### Adjourn

On a motion by Councilman Pena, seconded by Councilman Brimage, with all present voting "Aye", Mayor Bass adjourned the meeting at 9:03 P.M.

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Mayor, Brooks Bass  
City of Freeport, Texas

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City Secretary, Betty Wells  
City of Freeport, Texas



## City Council Agenda Item # 3

**Title:** Discuss and consider changing the date of the first meeting in July due to the Independence Day Holiday.

**Date:** June 21, 2021.

**From:** Betty Wells, City Secretary

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**Staff Recommendation:** Staff recommends rescheduling the first regular City Council meeting in July to Tuesday July 6, 2021.

**Item Summary:**

The first regular City Council meeting in July falls on July 5, 2021 which is Independence Day Holiday. The city offices are closed and regular meetings are suspended.

It is recommended that the meeting be rescheduled for the following day, Tuesday July 6, 2021 at 6 p.m.

**Background Information:** None

**Special Considerations:** None

**Financial Impact:** None

**Board or 3<sup>rd</sup> Party recommendation:** None

**Supporting Documentation:** None





## City Council Agenda Item #4

**Title:** An Ordinance Authorizing the Issuance and Sale of the City of Freeport, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2021; Levying a Tax and Providing for the Security and Payment Thereof; and Enacting Other Provisions Relating Thereto

**Date:** June 9, 2021

**From:** Cathy Ezell, Finance Director

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**Staff Recommendation:**

Staff recommends approval of the ordinance.

**Item Summary:**

The proposed ordinance authorizes the Issuance of Tax and revenue certificates of obligation bonds for the City of Freeport.

The City of Freeport, Texas solicited an offering for sale of \$5,000,000 Combination Tax and Revenue Certificates of Obligation, Series 2021. The Certificates will be dated July 1, 2021. Interest will accrue from the date of initial delivery (expected to be August 14, 2021) and will be due on October 1, 2021, and each October 1 and April 1 thereafter until the earlier of maturity or prior redemption.

**Background Information:**

On April 19<sup>th</sup>, Council approved a Resolution Authorizing Publication of Notice of Intention to Issue Certificates of Obligation; Authorizing the Preparation of a Preliminary Official Statement and Notice of Sale. The Notice of Intent has been 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. On June 7, 2021, Council approved the Official Statement and Notice of Sale to proceed with the issuance.

Since then, S&P Global Ratings assigned its 'AA-' rating to the City of Freeport, Texas' \$5.0 million series 2021 combination tax and revenue certificates of obligation. Stating the outlook is stable. The rating reflects S&P's view of the city's very strong available fund balance of 55% of operating expenditures, as well as their expectation that Freeport will continue to maintain a very strong fund balance through at least adequate budgetary performance. A full copy of the rating summary has been included as an attachment.

The proposed bond includes the construction of improvements to the water and wastewater system. The notice included a maximum aggregate principal amount not to exceed \$5,000,000 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 list of Water and Wastewater Infrastructure projects is below:

<b>Bond Projects</b>	
Lift Station 3, 4, & 14 Rehab	\$1,056,626
Avenue F PS and GST Rehab	1,486,840
WWTP Improvements	1,928,630
Field Work SSOI	495,000
<b>Total</b>	<b>\$4,9670.096</b>

**Special Considerations:**

Please note that there are blanks in this ordinance. That is intentional. The pricing information will not be available until the day of pricing (Bids are due Monday, June 21, 2021, at 1:30 P.M., CDT). On the day of pricing we will update the ordinance with the pricing information that will be handed out during the meeting.

**Financial Impact:**

The City has raised water and wastewater rates to generate revenue to fund the approximate debt service of \$300,000. The sale included an offering of \$5,000,000 Combination Tax and Revenue Certificates. However; a maximum of \$8.5 million was included in the notice to allow for maximum issuance if grants were not received.

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 \$5 million for projects.

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

**Supporting Documentation:**

Notice of Sale  
Ratings Direct Summary  
Ordinance

**BOOK-ENTRY-ONLY SYSTEM**

**NOTICE OF SALE  
AND  
BIDDING INSTRUCTIONS**

**ON  
\$4,880,000\*  
CITY OF FREEPORT, TEXAS  
(A political subdivision located within Brazoria County)  
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021**

**Bids Due: Monday, June 21, 2021, at 1:30 P.M., CDT**

THE CERTIFICATES WILL BE DESIGNATED AS "QUALIFIED TAX-EXEMPT OBLIGATIONS"  
FOR FINANCIAL INSTITUTIONS.

**THE SALE**

**CERTIFICATES OFFERED FOR SALE AT COMPETITIVE BIDDING . . .** The City of Freeport, Texas (the "City") is offering for sale its \$4,880,000\* Combination Tax and Revenue Certificates of Obligation, Series 2021 (the "Certificates"). Bidders may submit bids for the Certificates electronically as described below in "ELECTRONIC BIDDING PROCEDURE."

**ELECTRONIC BIDDING PROCEDURE . . .** Any prospective bidder that intends to submit an electronic bid must submit its electronic bid through the facilities of PARITY. **Bidders submitting an electronic bid shall not be required to submit official bid forms** in order to bid on the Certificates. Subscription to the i-Deal LLC's BIDCOMP Competitive Bidding System is required in order to submit an electronic bid. The City will neither confirm any subscription nor be responsible for the failure of any prospective bidder to subscribe.

An electronic bid made through the facilities of PARITY shall be deemed an irrevocable offer to purchase the Certificates on the terms provided in this Notice of Sale and Bidding Instructions (this "Notice of Sale") and shall be binding upon the bidder as if made by a signed, sealed bid delivered to the City. The City shall not be responsible for any malfunction or mistake made by, or as a result of the use of the facilities of, PARITY, the use of such facilities being the sole risk of the prospective bidder.

If any provisions of this Notice of Sale shall conflict with information provided by PARITY as the approved provider of electronic bidding services, this Notice of Sale shall control. Further information about PARITY, including any fee charged, may be obtained from Parity Customer Support, 40 West 23<sup>rd</sup> Street, 5th Floor, New York, New York 10010, (212) 404-8102.

**The time as maintained by PARITY shall constitute the official time for the bid process.** For information purposes only, bidders are requested to state in their electronic bids the true interest cost to the City, as described under "CONDITIONS OF THE SALE - BASIS FOR AWARD" below. All electronic bids shall be deemed to incorporate the provisions of this Notice of Sale and the Official Bid Form.

**Masterson Advisors LLC will not be responsible for submitting any bids received after the above deadlines.**

Masterson Advisors LLC assumes no responsibility or liability with respect to any irregularities associated with the submission of bids regardless of the submission option that is exercised.

No bids will be accepted by telephone, facsimile or physical delivery.

**PLACE AND TIME OF BID OPENING . . .** The bids for the Certificates will be publicly opened and read in the office of Masterson Advisors LLC, 3 Greenway Plaza, Suite 1100, Houston, Texas 77046, at 1:30 P.M., CDT, Monday, June 21, 2021.

**AWARD OF THE CERTIFICATES . . .** The City Council will take action to award the Certificates (or reject all bids) at a meeting scheduled to convene at 6:00 P.M., CDT, on June 21, 2021, and adopt an ordinance authorizing the Certificates and approving the Official Statement (the "Ordinance").

\* Preliminary, subject to change.

## THE CERTIFICATES

**DESCRIPTION . . .** The Certificates will be dated July 1, 2021. Interest will accrue from the date of initial delivery (the "Delivery Date") expected to be July 14, 2021, and will be due on October 1, 2021, and each April 1 and October 1 thereafter until the earlier of maturity or prior redemption. The Certificates will be issued only in fully registered form in any integral multiple of \$5,000 for any one maturity. The Certificates will mature on April 1 in each year as follows:

### MATURITY SCHEDULE

Maturity April 1	Principal Amount*	Maturity April 1	Principal Amount*
2022	\$ 220,000	2032	\$ 245,000
2023	195,000	2033	250,000
2024	200,000	2034	255,000
2025	205,000	2035	260,000
2026	215,000	2036	265,000
2027	220,000	2037	270,000
2028	225,000	2038	280,000
2029	230,000	2039	285,000
2030	235,000	2040	290,000
2031	240,000	2041	295,000

**ADJUSTMENT OF PRINCIPAL AMOUNTS. . .** Prior to receiving bids on the Certificates the City may, in its sole discretion, adjust the "CONDITIONS OF THE SALE" and the principal amounts set forth above (the "Maturity Schedule"). Except as provided below, the City will give notice of any such adjustment no later than 18 hours prior to the sale.

If, after final computation of the Bids, in awarding the sale to the best bidder, the City may determine that the funds necessary to carry out the purposes for which the Certificates are to be issued is either more or less than the proceeds of the proposed sale of all of the Certificates or that the principal amounts may need to be adjusted to accommodate the desired debt structure. The City reserves the right to adjust, by no more than ten percent (10.0%) the principal amount of the Certificates (including sinking fund installments in the case of Term Certificates, if any) shown on the Maturity Schedule. All calculations will be rounded to the nearest \$5,000. The amount of Certificates maturing in each year may be increased or decreased by more than ten percent (10.0%) so long as the City adheres to the overall ten percent (10.0%) limitation on the amount of change to the total principal amount.

If the City exercises its right to adjust the principal amount of the Certificates, the City agrees that any such adjustment(s) of the affected bid shall be contingent upon the preservation of the bidder's underwriting spread, as contemplated by the original bid. The winning bidder's acceptance of any adjustment(s) of the principal amount of the Certificates shall be verbally confirmed by (and subject to the verbal confirmation of) the City's financial advisor prior to the approval of the winning bid by the City Council. In the event of post-bid adjustment, the winning bidder will be asked to execute a bid form reflecting the adjustments for consideration by City Council.

**There is no guarantee that adjustments and/or revisions will not be necessary in order to properly size the Certificates. Accordingly, the City reserves the right in its sole discretion to make adjustments as previously described above, even if the issue size of the Certificates does not change from the original par amount of the Certificates. In the event of any such adjustment and/or revision, no rebidding will be permitted, and the purchase price as may have been bid on the Certificates shall be adjusted accordingly.**

**OPTIONAL REDEMPTION . . .** The City reserves the right, at its option, to redeem Certificates having stated maturities on and after April 1, 20\_\_\_, in whole or from time to time in part in principal amounts of \$5,000 or any integral multiple thereof, on April 1, 20\_\_\_, or any date thereafter, at the par value thereof plus accrued interest to the date fixed for redemption.

**SERIAL CERTIFICATES AND/OR TERM CERTIFICATES . . .** Bidders may provide that all of the Certificates be issued as serial certificates ("Serial Certificate") or may provide that any two or more consecutive annual principal amounts be combined into one or more term certificates ("Term Certificate").

\* Preliminary, subject to change.

**MANDATORY SINKING FUND REDEMPTION . . .** If the successful bidder elects to alter the Maturity Schedule reflected above and convert the principal amounts of any Serial Certificates into Term Certificates, such Term Certificates shall be subject to mandatory redemption commencing on April 1 of the first year which has been combined to form such Term Certificate, and annually thereafter on each April 1 until the stated maturity for the Term Certificates at the redemption price of par plus accrued interest to the date of redemption. The principal amounts of the Term Certificates to be redeemed on each mandatory redemption date shall be the principal amounts that would have been due and payable in the Maturity Schedule shown above had no designation of such maturities as Term Certificates occurred. See "THE CERTIFICATES - MANDATORY SINKING FUND REDEMPTION" in the Official Statement.

**BOOK-ENTRY-ONLY SYSTEM . . .** The City intends to utilize the Book-Entry-Only System of The Depository Trust Company ("DTC"). See "THE CERTIFICATES - BOOK-ENTRY-ONLY SYSTEM" in the Official Statement.

**PAYING AGENT/REGISTRAR . . .** The initial Paying Agent/Registrar shall be The Bank of New York Mellon Trust Company, N.A., Dallas, Texas. See "THE CERTIFICATES - PAYING AGENT/REGISTRAR" in the Official Statement.

**SECURITY FOR THE CERTIFICATES . . .** The Certificates constitute direct obligations of the City, payable from an annual ad valorem tax levied, within the limits prescribed by law, on all taxable property within the City, and a limited pledge of a subordinate lien on the surplus revenues of the City's water and sewer system in an amount not to exceed \$1,000. See "THE CERTIFICATES - SECURITY AND SOURCE OF PAYMENT" in the Official Statement.

Further details regarding the Certificates are set forth in the Preliminary Official Statement.

### **CONDITIONS OF THE SALE**

**TYPE OF BIDS AND INTEREST RATES . . .** The Certificates will be sold in one block on an "All or None" basis, and at a price of not less than 105% of the total par value. The principal amounts listed herein were calculated with a total bid premium of \_\_\_\_\_%. Bidders are invited to name the rate(s) of interest to be borne by the Certificates, provided that each rate bid must be in a multiple of 1/8<sup>th</sup> of 1% or 1/100<sup>th</sup> of 1% and the net effective interest rate must not exceed 15%. The highest rate bid may not exceed the lowest bid by more than 3% in rate. No maturity may have a dollar price less than 97.50%. No limitation is imposed upon bidders as to the number of rates or changes which may be used. All Certificates of one maturity must bear one and the same rate. No bids involving supplemental interest rates will be considered.

**BASIS FOR AWARD . . .** Subject to the City's right to reject any or all bids and to waive any irregularities except time of filing, the sale of the Certificates will be awarded to the bidder or syndicate account manager whose name first appears on the Official Bid Form (the "Initial Purchaser") making a bid that conforms to the specifications herein and which produces the lowest True Interest Cost rate to the City. The True Interest Cost rate is that rate which, when used to compute the total present value as of the Delivery Date of all debt service payments on the Certificates on the basis of semi-annual compounding, produces an amount equal to the sum of the par value of the Certificates plus any premium bid, if any. In the event of a bidder's error in interest cost rate calculations, the interest rates, and premium, if any, set forth in the Official Bid Form will be considered as the intended bid. The award of the Certificates will be based on bids prior to any adjustments under the second paragraph of "THE CERTIFICATES - ADJUSTMENT OF PRINCIPAL AMOUNTS."

**GOOD FAITH DEPOSIT . . .** A Good Faith Deposit, payable to the "City of Freeport, Texas", in the amount of \$166,000, is required. Such Good Faith Deposit shall be a bank cashier's check or certified check, which is to be retained uncashed by the City pending the Initial Purchaser's compliance with the terms of the bid and the Notice of Sale. The Good Faith Deposit may accompany the Official Bid Form or it may be submitted separately. If submitted separately, it shall be made available to the City prior to the opening of the bids, and shall be accompanied by instructions from the bank on which drawn which authorize its use as a Good Faith Deposit by the Initial Purchaser who shall be named in such instructions. **The Good Faith Deposit of the Initial Purchaser will be returned to the Initial Purchaser unendorsed upon payment for the Certificates.** No interest will be allowed on the Good Faith Deposit. In the event the Initial Purchaser should fail or refuse to take up and pay for the Certificates in accordance with the bid, then said check shall be cashed and accepted by the City as full and complete liquidated damages. The checks accompanying bids other than the winning bid will be returned immediately after the bids are opened, and an award of the Certificates has been made.

## ADDITIONAL CONDITIONS OF AWARD

### DISCLOSURE OF INTERESTED PARTY FORM

**OBLIGATION OF THE CITY TO RECEIVE INFORMATION FROM WINNING BIDDER.** . . Pursuant to Texas Government Code, Section 2252.908 (the "Interested Party Disclosure Act"), the City may not award the Certificates to a bidder unless each entity executing the Official Bid Form either: (a) submits a Certificate of Interested Parties Form 1295 (the "Disclosure Form") to the City as prescribed by the Texas Ethics Commission ("TEC"), or (b) makes a written representation to the City by marking the appropriate check box on the signature page of the Official Bid Form that the bidder is a publicly traded business entity or a wholly owned subsidiary of a publicly traded business entity (the "Publicly Traded Entity Representation"). In the event that the bidder's bid for the Certificates is the best bid received and at least one entity executing the Official Bid Form does not provide the Publicly Traded Entity Representation, the City, acting through its financial advisor, will promptly notify the bidder. That notification will serve as the conditional verbal acceptance of the bid and the winning bidder must promptly file the Disclosure Form materials described below for the entity/entities not making the Publicly Traded Entity Representation. In the event that the bidder's bid for the Certificates is the best bid received and each entity executing the Official Bid Form provides the Publicly Traded Entity Representation, the City, acting through its financial advisor, will promptly notify the bidder. That notification will serve as the final verbal acceptance of the bid, subject only to written acceptance of the bid by the City Council.

**PROCESS FOR COMPLETING THE DISCLOSURE FORM.**...The Disclosure Form can be found at <https://www.ethics.state.tx.us/forms/1295.pdf>, and reference should be made to the following information in order to complete it: (a) item 2 – Name of City ("City of Freeport, Texas"), (b) item 3 – the identification number ("2021CO"), and (c) item 3 – description of the goods or services assigned to this contract by the City ("Purchase of Certificates of Obligation, Series 2021").

**If the winning bidder is not a publicly traded business entity or a wholly owned subsidiary of a publicly traded business entity, the City cannot accept your bid unless and until you:**

- (i) **complete the Disclosure Form electronically at the TEC's "electronic portal", and**
- (ii) **print, sign and deliver a copy of the Disclosure Form that is generated by the TEC's "electronic portal."**

**These materials must be delivered electronically to the City's Bond Counsel at [jonathan.frels@bracewell.com](mailto:jonathan.frels@bracewell.com) no later than 2:00 p.m. (CDT) on the Sale Date.**

Time will be of the essence in submitting the Disclosure Form to the City, and no bid will be accepted by the City unless the Publicly Traded Entity Exemption Representation is provided or a completed Disclosure Form is received on time. If multiple entities are listed on the winning Official Bid Form, each such entity will be required to submit a Disclosure Form or make the Publicly Traded Entity Representation.

Neither the City nor its consultants have the ability to verify the information included in a Disclosure Form, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the Disclosure Form. Consequently, an entity intending to bid on the Certificates should consult its own advisors to the extent it deems necessary and be prepared to submit the completed form promptly upon notification from the City that its bid is the conditional winning bid.

**IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS.** . . . The award and delivery of the Certificates is conditioned upon receipt of a bid form containing the following verification on behalf of itself and each syndicate member listed on the Official Bid Form: By submission of a bid, the bidder represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Texas or Federal law and excludes the bidder and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The bidder understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the bidder and exists to make a profit.

**ANTI-BOYCOTT VERIFICATION** . . . The award and delivery of the Certificates is conditioned upon receipt of a bid form containing the following verification on behalf of itself and each syndicate member listed on the Official Bid Form: By submission of a bid, the bidder verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent its accepted bid is a contract for goods or services, will not boycott Israel during the term of this contract. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Texas or Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The bidder understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the bidder and exists to make a profit.

### **DELIVERY OF THE CERTIFICATES AND ACCOMPANYING DOCUMENTS**

**CUSIP NUMBERS** . . . It is anticipated that CUSIP identification numbers will appear on the Certificates, but neither the failure to print or type such number on any Certificate nor any error with respect thereto shall constitute cause for a failure or refusal by the Initial Purchaser to accept delivery of and pay for the Certificates in accordance with the terms of this Notice of Sale and the terms of the Official Bid Form. All expenses in relation to the printing or typing of CUSIP numbers on the Certificates shall be paid by the City; provided, however, that the CUSIP Service Bureau charge for the assignment of the numbers shall be the responsibility of and shall be paid for by the Initial Purchaser.

**DELIVERY OF CERTIFICATES** . . . Delivery will be accomplished by the issuance of one Initial Certificate, either in typed or printed form, in the aggregate principal amount of \$4,880,000\*, payable in stated installments to the Initial Purchaser, signed by the Mayor and City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts. Upon delivery of the Initial Certificate, it shall be immediately cancelled and one definitive Certificate for each maturity will be registered and delivered only to Cede & Co., and deposited with DTC in connection with DTC's Book-Entry-Only System. Delivery will be at the principal office of the Paying Agent/Registrar. Payment for the Certificates must be made in immediately available funds for unconditional credit to the City, or as otherwise directed by the City. The Initial Purchaser will be given six (6) business days' notice of the time fixed for delivery of the Certificates. It is anticipated that delivery of the Certificate(s) can be made on or about July 14, 2021, and it is understood and agreed that the Initial Purchaser will accept delivery and make payment for the Certificates by 10:00 AM, CDT, on July 14, 2021, or thereafter on the date the Certificate is tendered for delivery, up to and including August 13, 2021. If for any reason the City is unable to make delivery on or before August 13, 2021, the City shall immediately contact the Initial Purchaser and offer to allow the Initial Purchaser to extend its offer for an additional thirty (30) days. If the Initial Purchaser does not elect to extend its offer within six (6) days thereafter, then its Good Faith Deposit will be returned, and both the City and the Initial Purchaser shall be relieved of any further obligation. In no event shall the City be liable for any damages by reason of its failure to deliver the Certificates, provided such failure is due to circumstances beyond the City's reasonable control.

**CONDITIONS TO DELIVERY** . . . The obligation of the Initial Purchaser to take up and pay for the Certificates is subject to the Initial Purchaser's receipt of (a) the legal opinion of Bracewell LLP, Houston, Texas, Bond Counsel for the City ("Bond Counsel"), (b) the no-litigation certificate, and (c) the certification as to the Official Statement, all as further described in the Preliminary Official Statement.

## ESTABLISHING THE ISSUE PRICE FOR THE CERTIFICATES

**GENERAL . . .** In order to provide the City with information that enables it to comply with certain requirements of the Internal Revenue Code of 1986, as amended, relating to the excludability of interest on the Certificates from gross income for federal income tax purposes, the winning bidder will be required to complete, execute, and deliver to the City or to the City's Financial Advisor at least five (5) business days before the Delivery Date, a certification as to the Certificates' "issue price" (the "Issue Price Certificate") substantially in one of the forms and to the effect attached hereto or accompanying this Notice of Sale. In the event the winning bidder will not reoffer any maturity of the Certificates for sale to the Public (as defined herein) by the delivery date of the Certificates, the Issue Price Certificate may be modified in a manner approved by the City and Bond Counsel (identified in the Preliminary Official Statement). Each bidder, by submitting its bid, agrees to complete, execute, and timely deliver the appropriate Issue Price Certificate, if its bid is accepted by the City. It will be the responsibility of the winning bidder to institute such syndicate reporting requirements, to make such investigation, or otherwise to ascertain such facts as are necessary to enable it to make such certification with reasonable certainty. Any questions concerning such certification should be directed to Bond Counsel (identified in the Preliminary Official Statement).

**DEFINED TERMS . . .** For purposes of this section of this Notice of Sale:

- (i) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a Related Party to an Underwriter.
- (ii) "Underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the Public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Certificates to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the Public).
- (iii) "Related Party" means any two or more persons who are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).
- (iv) "Sale Date" means the date that the Certificates are awarded by the City to the winning bidder.

All actions to be taken by the City under this Notice of Sale to establish the issue price of the Certificates may be taken on behalf of the City by the Financial Advisor, and any notice or report to be provided to the City may be provided to the Financial Advisor.

The City will consider any bid submitted pursuant to this Notice of Sale to be a firm offer for the purchase of the Certificates, as specified in the bid.

**THREE BID REQUIREMENT . . .** The City intends to rely on Treasury Regulation section 1.148-1(f)(3)(i) for purposes of establishing the issue price of municipal bonds, which requires, among other things, that the City receives bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds (the "Three Bid Requirement"). In the event that the Three Bid Requirement is not satisfied, Treasury Regulations permit the issue price for any maturity of the Certificates to be determined based upon either (i) the first price at which 10% of such maturity is sold to the Public (the "10% Test") or (ii) if the requirements of the "Hold-the-Offering-Price Rule" described below are met, the initial offering price to the Public as of the Sale Date. For purposes hereof, if different interest rates apply within a maturity, each separate CUSIP number will be treated separately.

In the event that the Three Bid Requirement is satisfied, the sale of the Certificates will be awarded to the bidder making a bid that conforms to the specifications herein. In the event that the Three Bid Requirement is not satisfied, the City will notify the prospective winning bidder to that effect, and the prospective winning bidder will advise the City as to any maturity of the Certificates that satisfies the 10% Test. For any maturity of the Certificates that does not meet the 10% Test, it is the City's intention to apply the "Hold-the-Offering-Price Rule" to any maturity of the Certificates, as described below.

\* Preliminary, subject to change.



**HOLD-THE-OFFERING-PRICE RULE . . .** If the “Hold-the-Offering-Price Rule” is applied to any maturity of the Certificates (each, a “Held Maturity”), the winning bidder agrees, on behalf of each Underwriter participating in the purchase of the Certificates, that each Underwriter will neither offer nor sell any Held Maturity to any person at a price that is higher than the initial offering price to the Public during the period starting on the Sale Date and ending on the earlier of the following:

- (1) the close of the fifth business day after the Sale Date; or
- (2) the date on which the Underwriters have satisfied the 10% Test with respect to that Held Maturity at a price that is no higher than the initial offering price to the Public.

The winning bidder shall promptly advise the City when the Underwriters have satisfied the 10% Test with respect to each Held Maturity at a price that is no higher than the initial offering price to the Public, if that occurs prior to the close of the fifth business day after the Sale Date. On or after the sixth business day after the Sale Date, if requested by the City, the winning bidder will confirm that the Underwriters have complied with the Hold-the-Offering-Price-Rule. If at any time the winning bidder becomes aware of any noncompliance by an Underwriter with respect to the Hold-the-Offering Price Rule, the winning bidder will promptly report such noncompliance to the City.

**ADDITIONAL REQUIREMENTS . . .** By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Certificates to the Public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the Public the unsold Certificates of each maturity allotted to it until it is notified by the winning bidder that either the 10% Test has been satisfied as to the Certificates of that maturity or all Certificates of that maturity have been sold to the Public and (B) comply with the Hold-the-Offering-Price Rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Certificates to the Public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Certificates to the Public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the Public the unsold Certificates of each maturity allotted to it until it is notified by the winning bidder or such Underwriter that either the 10% Test has been satisfied as to the Certificates of that maturity or all Certificates of that maturity have been sold to the Public and (B) comply with the Hold-the-Offering-Price Rule, if applicable, in each case if and for so long as directed by the winning bidder or such Underwriter and as set forth in the related pricing wires.

**LEGAL OPINIONS . . .** The Certificates are offered when, as and if issued, subject to the approval of the Attorney General of the State of Texas. Delivery of and payment for the Certificates is subject to the receipt by the Initial Purchaser of the opinion of Bracewell LLP, Bond Counsel, substantially in the form reproduced in Appendix C to the Official Statement.

**QUALIFIED TAX-EXEMPT OBLIGATIONS . . .** The City will designate the Certificates as “qualified tax-exempt obligations” for financial institutions. See “TAX MATTERS – PURCHASE OF TAX-EXEMPT OBLIGATION BY FINANCIAL INSTITUTIONS” in the Official Statement.

**CERTIFICATION OF OFFICIAL STATEMENT . . .** At the time of payment for and Initial Delivery of the Certificates, the City will execute and deliver to the Initial Purchaser a certificate in the form set forth in the Official Statement under the heading “OTHER INFORMATION–CERTIFICATION OF THE OFFICIAL STATEMENT.”

**CHANGE IN TAX EXEMPT STATUS . . .** At any time before the Certificates are tendered for delivery, the Initial Purchaser may withdraw its bid if the interest received by private holders on obligations of the same type and character shall be declared to be includable in gross income under present federal income tax laws, either by ruling of the Internal Revenue Service or by a decision of any Federal court, or shall be declared taxable or be required to be taken into account in computing any federal income taxes, by the terms of any federal income tax law enacted subsequent to the date of this Notice of Sale.

## GENERAL

**FINANCIAL ADVISOR . . .** Masterson Advisors LLC is employed as Financial Advisor to the City in connection with the issuance of the Certificates. The Financial Advisor's fee for services rendered with respect to the sale of the Certificates is contingent upon the issuance and delivery of the Certificates. Masterson Advisors LLC has agreed, in its Financial Advisory contract, not to bid for the Certificates, either independently or as a member of a syndicate organized to submit a bid for the Certificates.

Masterson Advisors LLC, in its capacity as Financial Advisor, does not assume any responsibility for the information, covenants and representations contained in any of the legal documents with respect to the federal income tax status of the Certificates, or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies.

**BLUE SKY LAWS . . .** By submission of its bid, the Initial Purchaser represents that the sale of the Certificates in states other than Texas will be made only pursuant to exemptions from registration or, where necessary, the Initial Purchaser will register the Certificates in accordance with the securities law of the states in which the Certificates are offered or sold. The City agrees to cooperate with the Initial Purchaser, at the Initial Purchaser's written request and expense, in registering the Certificates or obtaining an exemption from registration in any state where such action is necessary, provided, however, that the City shall not be obligated to execute a general or special consent to service of process in any such jurisdiction.

**NOT AN OFFER TO SELL . . .** This Notice of Sale does not alone constitute an offer to sell the Certificates, but is merely notice of the sale of the Certificates. The offer to sell the Certificates is being made by means of this Notice of Sale, the Official Bid Form and the Official Statement collectively. Prospective purchasers are urged to carefully examine the Official Statement to determine the investment quality of the Certificates.

**ISSUANCE OF ADDITIONAL DEBT . . .** The City does not anticipate the issuance of additional general obligation debt backed by ad valorem taxes for projects in the next twelve months.

**RATINGS . . .** The Certificates and existing debt of the City have been rated “\_\_\_\_\_” by S&P Global Ratings, a Standard and Poor’s Financial Services LLC business (“S&P”) without regard to credit enhancement. The City will pay the costs associated with the assignment of the rating from S&P. The use of any other rating on the Certificates will be the responsibility of the Initial Purchaser to provide payment for such assignment.

**THE OFFICIAL STATEMENT AND COMPLIANCE WITH SEC RULE 15c2-12 . . .** The City has prepared the accompanying Official Statement and, for the limited purpose of complying with SEC Rule 15c2-12, and has deemed such Official Statement to be final as of its date within the meaning of such Rule for the purpose of review prior to bidding. To the best knowledge and belief of the City, the Official Statement contains information, including financial information or operating data, concerning every entity, enterprise, fund, account, or person that is material to an evaluation of the offering of the Certificates. Representations made and to be made by the City concerning the absence of material misstatements and omissions in the Official Statement are addressed elsewhere in this Notice of Sale and in the Official Statement.

The City will furnish to the Initial Purchaser(s), acting through a designated senior representative, in accordance with instructions received from the Initial Purchaser(s), within seven (7) business days from the sale date up to an aggregate of 150 copies of the Official Statement reflecting interest rates and other terms relating to the initial reoffering of the Certificates. The cost of any Official Statement in excess of the number specified shall be prepared and distributed at the cost of the Initial Purchaser(s). The Initial Purchaser(s) shall be responsible for providing in writing the initial reoffering prices and other terms, if any, to the Financial Advisor by the close of the next business day after the award. Except as noted above, the City assumes no responsibility or obligation for the distribution or delivery of any copies of the Official Statement in connection with the offering or reoffering of the subject securities.

**CONTINUING DISCLOSURE AGREEMENT . . .** The City will agree in the Ordinance to provide certain periodic information and notices of material events in accordance with Securities and Exchange Commission Rule 15c2-12, as described in the Official Statement under "CONTINUING DISCLOSURE OF INFORMATION". The Initial Purchaser(s)' obligation to accept and pay for the Certificates is conditioned upon delivery to the Initial Purchaser(s) or (their) agent of a certified copy of the Ordinance containing the agreement described under such heading.

**COMPLIANCE WITH PRIOR UNDERTAKINGS . . .** See “CONTINUING DISCLOSURE OF INFORMATION – COMPLIANCE WITH PRIOR UNDERTAKINGS” in the Official Statement.

**ADDITIONAL COPIES OF NOTICE, BID FORM AND STATEMENT . . .** A limited number of additional copies of this Notice of Sale, the Official Bid Form and the Official Statement, as available over and above the normal mailing, may be obtained at the offices of Masterson Advisors LLC, 3 Greenway Plaza, Suite 1100, Houston, Texas 77046, Financial Advisor to the City.

The City Council has approved the form and content of the Notice of Sale, the Official Bid Form and Official Statement, and authorized the use thereof in its initial offering of the Certificates. On the date of the sale, the City Council will, in the Ordinance authorizing the issuance of the Certificates, confirm its approval of the form and content of the Official Statement, and any addenda, supplement or amendment thereto, and authorize its use in the reoffering of the Certificates by the Initial Purchaser.

**OFFICIAL BID FORM**

Honorable Mayor and City Council  
City of Freeport, Texas

June 21, 2021

Members of the City Council:

Reference is made to your Official Statement and Notice of Sale and Bidding Instructions, dated June \_\_\_, 2021 of \$4,880,000\* CITY OF FREEPORT, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021 (the "Certificates"), both of which constitute a part hereof.

For your legally issued Certificates, as described in said Notice of Sale and Bidding Instructions and Official Statement, we will pay you par plus a cash premium not less than 105% of the total par value for Certificates maturing and bearing interest as follows:

Due April 1	Principal Amount	Interest Rate	Due April 1	Principal Amount	Interest Rate
2022	\$ 220,000	_____ %	2032	\$ 245,000	_____ %
2023	195,000	_____	2033	250,000	_____
2024	200,000	_____	2034	255,000	_____
2025	205,000	_____	2035	260,000	_____
2026	215,000	_____	2036	265,000	_____
2027	220,000	_____	2037	270,000	_____
2028	225,000	_____	2038	280,000	_____
2029	230,000	_____	2039	285,000	_____
2030	235,000	_____	2040	290,000	_____
2031	240,000	_____	2041	295,000	_____

Of the principal maturities set forth in the table above, term certificates have been created as indicated in the following table (which may include multiple term certificates, one term certificate or no term certificate if none is indicated). For those years which have been combined into a term certificate, the principal amount shown in the table above shall be the mandatory sinking fund redemption amounts in such years except that the amount shown in the year of the term certificate maturity date shall mature in such year. The term certificates created are as follows:

Term Certificate Maturity Date	Year of First Mandatory Redemption	Principal Amount of Term Certificate	Interest Rate
_____	_____	\$ _____	_____ %
_____	_____	\$ _____	_____ %
_____	_____	\$ _____	_____ %
_____	_____	\$ _____	_____ %

Our calculation (which is not a part of this bid) of the interest cost from the above is:

TRUE INTEREST COST \_\_\_\_\_ %

The Initial Certificates shall be registered in the name of \_\_\_\_\_, which will, upon payment for the Certificates, be cancelled by the Paying Agent/Registrar. The Certificates will then be registered in the name of Cede & Co. (DTC's partnership nominee), under the Book-Entry-Only System.

A bank cashier's check or certified check of the \_\_\_\_\_ Bank \_\_\_\_\_, in the amount of \$166,000, which represents our Good Faith Deposit (is attached hereto) or (has been made available to you prior to the opening of this bid), and is submitted in accordance with the terms as set forth in the Official Statement and Notice of Sale and Bidding Instructions.

\* Preliminary, subject to change.

We agree to accept delivery of the Certificates utilizing the Book-Entry-Only System through DTC and make payment for the Initial Certificate in immediately available funds in the Corporate Trust Division, The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, not later than 10:00 AM, CDT, on July 14, 2021, or thereafter on the date the Certificates are tendered for delivery, pursuant to the terms set forth in the Notice of Sale and Bidding Instructions. It will be the obligation of the purchaser of the Certificates to complete the DTC Eligibility Questionnaire.

The undersigned agrees to complete, execute, and deliver to the City, at least six business days prior to delivery of the Certificates, a certificate relating to the "issue price" of the Certificates in the form and to the effect accompanying the Notice of Sale and Bidding Instructions, with such changes thereto as may be acceptable to or required by the City.

The undersigned further agrees, if the City receives fewer than three bids for the Certificates, that it will neither offer nor sell the Certificates of any maturity to any person at a price that is higher than the initial offering price to the public for the Certificates of that maturity during the period starting on the Sale Date and ending on the earlier of (i) the close of the 5th business day after the Sale Date, or (ii) the date on which the winning bidder has sold at least 10% of the Certificates of that maturity to the public at a price no higher than the initial offering price to the public. Masterson Advisors LLC will advise the winning bidder the number of bids received by the City on the Sale Date.

By submitting a bid, the bidder represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Texas or Federal law and excludes the bidder and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The bidder understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the bidder and exists to make a profit.

By execution of this Bid Form, the bidder verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent its accepted bid is a contract for goods or services, will not boycott Israel during the term of this contract. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Texas or Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The bidder understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the bidder and exists to make a profit.

Upon notification of conditional verbal acceptance, the undersigned will either (1) complete an electronic form of the TEC Form 1295 through the TEC's electronic portal and submit the resulting certified TEC Form 1295 that is generated by the TEC's electronic portal to the City as provided in the Notice of Sale or (2) submit a written representation that it is exempt from the TEC Form 1295 filing requirements pursuant to Section 2252.908(c)(4) by completing the exemption information, below, as provided in the Notice of Sale. The undersigned understands that the failure to provide the TEC Form 1295 or making the representation regarding the exemption, below, will prohibit the City from providing final written award of the enclosed bid.

**We agree to provide in writing the initial reoffering prices and other terms, if any, to the Financial Advisor by the close of the next business day after the award.**

Respectfully submitted,

\_\_\_\_\_  
Name of Initial Purchaser or Manager

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Signature

ACCEPTANCE CLAUSE

The above and foregoing bid is hereby in all things accepted by the City of Freeport, Texas, subject to and in accordance with the Notice of Sale and Bidding Instructions, this the 21<sup>st</sup> day of June 2021.

/s/ \_\_\_\_\_  
Mayor  
City of Freeport, Texas

**ATTEST:**

/s/ \_\_\_\_\_  
City Secretary

**ISSUE PRICE CERTIFICATE**  
**[THREE BID REQUIREMENT SATISFIED]**

I, the undersigned officer of \_\_\_\_\_ (the "Purchaser"), acting on behalf of itself and any underwriting syndicate, make this certification in connection with the Combination Tax and Revenue Certificates of Obligation (the "Certificates") issued by the City of Freeport, Texas (the "City").

1. I hereby certify as follows in good faith as of the date hereof:

(a) I am the duly chosen, qualified and acting officer of the Purchaser for the office shown below my signature; as such, I am familiar with the facts herein certified and I am duly authorized to execute and deliver this certificate on behalf of the Purchaser and any underwriting syndicate. I am the officer of the Purchaser charged, along with other officers of the Purchaser and any underwriting syndicate, with responsibility for the Certificates.

(b) The reasonably expected initial offering prices of the Certificates to the Public by the Purchaser as of the Sale Date are the prices set forth on the inside cover of the Official Statement prepared in connection with the Certificates (the "Initial Offering Prices"). The Initial Offering Prices are the applicable prices for the Certificates used by the Purchaser in formulating its bid to purchase the Certificates. Attached hereto as Attachment I is a true and correct copy of the bid provided by the Purchaser to purchase the Certificates.

(c) The Purchaser was not given the opportunity to review other bids prior to submitting its bid.

(d) The bid submitted by the Purchaser constituted a firm offer to purchase the Certificates.

(e) The aggregate of the Initial Offering Prices of all maturities of the Certificates is \$ \_\_\_\_\_. The Certificates were sold with pre-issuance accrued interest in the amount of \$ \_\_\_\_\_. The sum of these two amounts is \$ \_\_\_\_\_.

(f) Please choose the appropriate statement:

The Purchaser will not purchase bond insurance for the Certificates.

The Purchaser will purchase bond insurance from \_\_\_\_\_ (the "Insurer") for a fee/premium of \$ \_\_\_\_\_ (the "Fee"). The Fee is a reasonable amount payable solely for the transfer of credit risk for the payment of debt service on the Certificates and does not include any amount payable for a cost other than such guarantee, e.g., a credit rating or legal fees. The Purchaser represents that the present value of the Fee for each obligation constituting the Certificates to which such Fee is properly allocated and which are insured thereby is less than the present value of the interest reasonably expected to be saved as a result of the insurance on each obligation constituting the Certificates. The Fee has been paid to a person who is not exempt from federal income taxation and who is not a user or related to the user of any proceeds of the Certificates. In determining present value for this purpose, the yield of the Certificates (determined with regard to the payment of the guarantee fee) has been used as the discount rate. No portion of the Fee is refundable upon redemption of any of the Certificates in an amount which would exceed the portion of such Fee that has not been earned. The Purchaser will also be responsible for payment of any rating fees on the Certificates, if and as required by the Insurer to be obtained in connection with the purchase of insurance.

2. For purposes of this Issue Price Certificate, the following definitions apply:

(a) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a Related Party to an Underwriter.

(b) "Related Party" means any two or more persons who are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interest or profits interest of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(c) "Sale Date" means the first day on which there is a binding contract in writing for the sale or exchange of the Certificates. The Sale Date of the Certificates is June 21, 2021.

(d) "Underwriter" means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this definition to participate in the initial sale of the Certificates to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Certificates to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser's interpretation of any laws, including specifically sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the City with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Certificates, and by Bracewell LLP in connection with rendering its opinion that the interest on the Certificates is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the City from time to time relating to the Certificates.

EXECUTED as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

[NAME OF PURCHASER OR MANAGER OF  
PURCHASING SYNDICATE]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**ATTACHMENT I TO ISSUE PRICE CERTIFICATE  
COPY OF WINNING BID FORM**

[See Attached]

## ISSUE PRICE CERTIFICATE

### [THREE BID REQUIREMENT NOT SATISFIED – HOLD-THE-OFFERING-PRICE RULE]

I, the undersigned officer of \_\_\_\_\_ (the "Purchaser"), acting on behalf of itself and any underwriting syndicate, make this certification in connection with the Combination Tax and Revenue Certificates of Obligation (the "Certificates") issued by the City of Freeport, Texas (the "City").

3. I hereby certify as follows in good faith as of the date hereof:

(a) I am the duly chosen, qualified and acting officer of the Purchaser for the office shown below my signature; as such, I am familiar with the facts herein certified and I am duly authorized to execute and deliver this certificate on behalf of the Purchaser and any underwriting syndicate. I am the officer of the Purchaser charged, along with other officers of the Purchaser and any underwriting syndicate, with responsibility for the Certificates.

(b) For the Certificates maturing in \_\_\_\_\_, the first price at which at least 10% of each maturity was sold to the Public is the price for each such maturity set forth on the inside cover of the Official Statement prepared in connection with the Certificates (each, an "Actual Sales Price").

(c) For the Certificates maturing in \_\_\_\_\_ (each, a "Held Maturity"), the Purchaser on or before the Sale Date offered for purchase each such maturity to the Public at the applicable initial offering price set forth on the inside cover of the Official Statement prepared in connection with the Certificates (each, an "Initial Offering Price"). A copy of the pricing wire evidencing the Initial Offering Prices is attached hereto as Attachment I. In connection with the offering of the Certificates, the Purchaser and each member of any underwriting syndicate agreed in writing that (i) during the Hold Period, it would neither offer nor sell any Held Maturity to any person at a price higher than the applicable Initial Offering Price (the "Hold-the-Offering-Price Rule") and (ii) any selling group agreement would contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement would contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, that, during the Hold Period, such party would comply with the Hold-the-Offering-Price Rule. In accordance with such agreements, no Underwriter offered or sold any of the Held Maturities at a price higher than the applicable Initial Offering Price for such Held Maturity during the Hold Period.

(d) The aggregate of the Actual Sales Prices and the Initial Offering Prices is \$ \_\_\_\_\_. The Certificates were sold with pre-issuance accrued interest in the amount of \$ \_\_\_\_\_. The sum of these two amounts is \$ \_\_\_\_\_.

(e) Please choose the appropriate statement:

The Purchaser will not purchase bond insurance for the Certificates.

The Purchaser will purchase bond insurance from \_\_\_\_\_ (the "Insurer") for a fee/premium of \$ \_\_\_\_\_ (the "Fee"). The Fee is a reasonable amount payable solely for the transfer of credit risk for the payment of debt service on the Certificates and does not include any amount payable for a cost other than such guarantee, e.g., a credit rating or legal fees. The Purchaser represents that the present value of the Fee for each obligation constituting the Certificates to which such Fee is properly allocated and which are insured thereby is less than the present value of the interest reasonably expected to be saved as a result of the insurance on each obligation constituting the Certificates. The Fee has been paid to a person who is not exempt from federal income taxation and who is not a user or related to the user of any proceeds of the Certificates. In determining present value for this purpose, the yield of the Certificates (determined with regard to the payment of the guarantee fee) has been used as the discount rate.

No portion of the Fee is refundable upon redemption of any of the Certificates in an amount which would exceed the portion of such Fee that has not been earned. The Purchaser will also be responsible for payment of any rating fees on the Certificates, if and as required by the Insurer to be obtained in connection with the purchase of insurance.

4. For purposes of this Issue Price Certificate, the following definitions apply:

(a) "Hold Period" means, with respect to a Held Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date or (ii) the date on which the Underwriters have sold at least 10% of such Held Maturity to the Public at a price no higher than the applicable Initial Offering Price.

(b) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a Related Party to an Underwriter.

(c) "Related Party" means any two or more persons who are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interest or profits interest of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(d) "Sale Date" means the first day on which there is a binding contract in writing for the sale or exchange of the Certificates. The Sale Date of the Certificates is June 21, 2021.

(e) "Underwriter" means (i) any person that agrees pursuant to a written contract with the City (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this definition to participate in the initial sale of the Certificates to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Certificates to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser's interpretation of any laws, including specifically sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the City with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Certificates, and by Bracewell LLP in connection with rendering its opinion that the interest on the Certificates is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the City from time to time relating to the Certificates.

EXECUTED as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

[NAME OF PURCHASER OR MANAGER OF  
PURCHASING SYNDICATE]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT I TO ISSUE PRICE CERTIFICATE**

**FINAL PRICING WIRE**

[See Attached]

# RatingsDirect®

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## Summary:

# Freeport, Texas; General Obligation

### Primary Credit Analyst:

Calix Sholander, New York + 1 (303) 721 4255; [calix.sholander@spglobal.com](mailto:calix.sholander@spglobal.com)

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## Table Of Contents

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Rating Action

Stable Outlook

Credit Opinion

## Summary:

# Freeport, Texas; General Obligation

### Credit Profile

US\$4.8 mil comb tax & rev certs of oblig ser 2021 dtd 07/01/2021 due 04/01/2041

*Long Term Rating* AA-/Stable New

Freeport comb tax and rev certs of oblig

*Long Term Rating* AA-/Stable Affirmed

## Rating Action

S&P Global Ratings assigned its 'AA-' rating to the City of Freeport, Texas' (approximately \$4.8 million) series 2021 combination tax and revenue certificates of obligation (CO). At the same time, S&P Global Ratings affirmed its 'AA-' rating on the city's CO debt outstanding. The outlook is stable.

The certificates are secured by, and payable from, an annual ad valorem tax, within the limits prescribed by law, on all taxable property within Freeport, and additionally secured by a limited pledge of surplus net revenues, on a subordinate basis, from the city's waterworks and sewer system, not to exceed \$1,000. Given the limited revenue pledge, we rate the certificates based on the city's ad valorem pledge. The maximum allowable ad valorem tax rate in Texas is \$2.50 per \$100 of assessed value (AV) for all purposes, with the portion dedicated to debt service limited to \$1.50. The city's total tax rate is well below the maximum, at 61.6 cents, 9.8 cents of which are dedicated to debt service. The ad valorem taxes are not levied on a narrower or distinctly different tax base, and there are no limitations on the fungibility of resources available for the payment of debt service. Therefore, we view the limited-tax pledge to be on par with the issuer credit rating, which reflects the city's general creditworthiness. Proceeds from the certificates will fund various capital projects.

After this issuance, Freeport will have approximately \$12.9 million of net direct debt outstanding, including capital leases. We note that we may in the future consider the series 2021 certificates to be fully self-supporting if the water and sewer system shows a history of providing at least 1x coverage support.

### Credit overview

The rating reflects our view of the city's very strong available fund balance of 55% of operating expenditures, as well as our expectation that Freeport will continue to maintain a very strong fund balance through at least adequate budgetary performance. The city's tax base has experienced strong growth over the past three years; averaging 7.6% annual growth, with preliminary assessed values (AV) indicating a further 9% increase, in fiscal 2022. Freeport also benefits, in our opinion, from consistent contract revenue (its largest revenue source) from the three industrial development agreements (IDA) it has signed. While the city's wealth indicators may improve with continued tax base growth, we expect the city's below-average wealth and income metrics will continue to limit the upward potential of the rating, offsetting the city's credit strengths of a very strong financial position and good management. Given the above, we do not expect to change the rating during the two-year outlook period.

The rating also reflects our view of the city's:

- Weak economy, with projected per capita effective buying income at 63.0% and market value per capita of \$42,680, that is gaining advantage from access to a broad and diverse metropolitan statistical area (MSA);
- Strong management, with good financial policies and practices under our Financial Management Assessment (FMA) methodology;
- Adequate budgetary performance, with operating results that we expect could improve in the near term relative to fiscal 2020, which closed with operating deficits in the general fund and at the total governmental fund level in fiscal 2020;
- Very strong budgetary flexibility, with an available fund balance in fiscal 2020 of 46% of operating expenditures;
- Very strong liquidity, with total government available cash at 92.5% of total governmental fund expenditures and 10.2x governmental debt service, and access to external liquidity we consider strong;
- Weak debt and contingent liability profile, with debt service carrying charges at 9.1% of expenditures and net direct debt that is 72.9% of total governmental fund revenue; and
- Strong institutional framework score.

#### **Environmental, social, and governance factors**

We analyzed the city's social and governance risks relative to its economy, management, financial measures, and debt and liability profile, and determined that all are in line with our view of the sector standard. However, we view the city's environmental risks slightly higher than that of other credits further inland in Texas, due to the risk of a major storm event. This risk is somewhat mitigated, in our view, by the city's levee and flood gate system, zoning requirements for special flood prone areas, and Freeport's adoption of a hazard mitigation plan. Furthermore, the city's elevated environmental risks include the surrounding area's concentration in the petrochemical industry and potential for increasing regulatory challenges or costs as some sectors of the global economy transition to more renewable energy, which could in turn pressure the local economy and budgetary performance.

## **Stable Outlook**

#### **Upside scenario**

Although unlikely within the next two years, we could raise the rating if the city's wealth and income levels improve to levels more in line with those of higher-rated peers.

#### **Downside scenario**

If budgetary pressures lead to a significant decline in the city's available fund balance, we could consider lowering the rating.

## Credit Opinion

### Weak economy

We consider Freeport's economy weak. The city, with an estimated population of 12,559, is located in Brazoria County in the Houston-The Woodlands-Sugar Land MSA, which we consider to be broad and diverse. The city has a projected per capita effective buying income of 63.0% of the national level and per capita market value of \$42,680. Overall, the city's market value grew by 6.5% over the past year to \$536.0 million in 2021. The county unemployment has fallen to 8.4% as of March 2021, after spiking to 13.1% last April.

The city is home to Port Freeport, which the city notes, in its fiscal 2021 budget, ranks 26th among U.S. ports in international cargo handled. The port is currently undergoing a major improvement project to widen and deepening the Freeport Harbor Channel. Upon completion, the channel will be the deepest in Texas, making the port accessible to a wider range of ships. In addition, the city has entered into three industrial development agreements (IDA). Revenue from these IDA's, which are spread across 24 industrial companies, are the city's largest revenue source, followed by property taxes. City officials note that the city's sales tax base is largely composed of essential businesses that primarily support the chemical industry.

Top employer's in the city include:

- The Dow Chemical Co., with 3,510 employees; and
- Olin Corporation (Chemicals), with 1,250 employees.

For fiscal 2022, city officials state preliminary values show a 9% increase in taxable assessed value. While we expect the city's property tax base to continue to show strong growth, we do not expect our characterization of the city's economy to change over the outlook period.

### Strong management

We view the city's management as strong, with good financial policies and practices under our FMA methodology, indicating financial practices exist in most areas, but that governance officials might not formalize or monitor all of them on a regular basis.

Highlights include:

- Revenue and expenditure assumptions based on historical data, consumer price index (CPI), contractual agreements, and impacts from new developments;
- Budget-to-actual reports provided to the council monthly, as well as quarterly reports on the city's investment holdings and earnings;
- An adopted investment management policy that adheres to state guidelines;
- An adopted debt management policy that while mostly qualitative states the city will look at debt affordability metrics before issuing additional debt; and
- A formal policy to maintain an undesignated general fund balance of at least 25% of budgeted expenditures. If the fund balance falls below 25%, the city must at minimum increase the fund balance by 1% annually until it returns to



25%.

- A strategic plan that is updated annually and informs the budgeting process. The plan identifies capital needs for each department, in some cases 10 years out, but cost and estimates and funding sources are not identified for all projects. Currently the strategic plan does not contain a multi-year financial forecast.

### **Adequate budgetary performance**

Freeport's budgetary performance is adequate in our opinion. The city had operating deficits of 5.3% of expenditures in the general fund and 3.4% across all governmental funds in fiscal 2020. Our assessment accounts for the fact that we expect the city to continue to have positive operating results prior to making transfers out to non-major governmental funds, as it establishes funds to support recurring equipment and vehicle replacements.

In recent years, the city has utilized available reserves to cash fund one-time capital projects, particularly in fiscal 2019 after the city received a one-time \$5 million payment, in fiscal 2018, from a subsurface lease agreement with Dow Chemical. Revenue from various industrial development agreements (IDA) are the city's largest source of revenue, accounting for 47% of general fund revenue in fiscal 2020, followed by property and sales taxes, at 16% and 12%, respectively. For fiscal 2021, the city has budgeted for a \$1 million general fund reserve drawdown. City officials state the budget is tracking well with revenue outpacing expenditures year-to-date. Officials anticipate the city may have a slight draw on its fund balance in fiscal 2021, as it plans to transfer about \$1.6 million out of the general fund to various capital and equipment related non-major governmental funds. The city also expects to receive \$2.6 million from the American Rescue Plan. While no decisions have been made for the use of the funds, the city anticipates that much of it may be used to fund water and sewer capital projects. Given the city's expectations for tax base growth in fiscal 2022, the stability of the IDA revenue, and likely continued use of fund balance to support capital outlay, we expect the city will exhibit adequate budgetary performance over the outlook period.

### **Very strong budgetary flexibility**

Freeport's budgetary flexibility is very strong, in our view, with an available fund balance in fiscal 2020 of 46% of operating expenditures, or \$7.0 million.

While the city may utilize available fund balance to cash fund some capital outlay, we expect the city will maintain available reserves in excess of its minimum fund balance policy of 25% of expenditures and levels we consider very strong.

### **Very strong liquidity**

In our opinion, Freeport's liquidity is very strong, with total government available cash at 92.5% of total governmental fund expenditures and 10.2x governmental debt service in 2020. In our view, the city has strong access to external liquidity if necessary.

In our view, the city has strong access to external liquidity if necessary, as evidenced by its issuances of certificates of obligations over the last 20 years. The city has one privately placed certificates of obligation, of which \$560,000 is outstanding; however, the certificates do not contain any non-standard events of default or acceleration provisions, and we do not consider them a contingent liquidity risk. The majority of investments are in state investment pools, which we do not consider aggressive. Given these factors and our expectation for adequate operating performance over the outlook period, we expect liquidity will remain very strong.

### **Weak debt and contingent liability profile**

In our view, Freeport's debt and contingent liability profile is weak. Total governmental fund debt service is 9.1% of total governmental fund expenditures, and net direct debt is 72.9% of total governmental fund revenue.

After this issuance, Freeport will have approximately \$12.9 million of net direct debt outstanding, including capital leases. We note that we may in the future consider the series 2021 certificates to be fully self-supporting if the water and sewer system shows a history of providing at least 1.0x coverage support. This could lead to the city's debt profile improving to levels we consider adequate. Currently, the city does not have plans to issue additional tax-backed debt over the next two years.

### **Pension and OPEB**

We do not view the city's pension obligations as an immediate budgetary pressure given the adequate plan funding status. However, certain plan assumptions could increase contribution volatility, and we note that contributions fell short of our minimum funding metric in fiscal 2020. Similarly, we do not expect the city's other postemployment benefits (OPEB) to pressure the city's budget, despite being funded on a pay-as-you-go (PAYGO) basis, given the small size of the liability.

The city currently participates in the following plans:

- Texas Municipal Retirement System (TMRS), with a funded ratio of 84.6% and a net pension liability of \$4.6 million.
- TMRS Supplemental Death Benefit, funded on a PAYGO basis and with a net OPEB liability of \$376,908; and
- City's Retiree Health Care Plan, funded on a PAYGO basis and with a net OPEB liability of \$365,696.

TMRS is an agent plan with assets jointly managed. The plan uses certain assumptions that could increase contribution volatility, including a 6.75% discount rate, though there are offsetting factors. For more information, see "Pension Spotlight: Texas," published Feb. 25, 2020 on RatingsDirect.

### **Strong institutional framework**

The institutional framework score for Texas municipalities is strong.

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at [www.standardandpoors.com](http://www.standardandpoors.com) for further information. Complete ratings information is available to subscribers of RatingsDirect at [www.capitaliq.com](http://www.capitaliq.com). All ratings affected by this rating action can be found on S&P Global Ratings' public website at [www.standardandpoors.com](http://www.standardandpoors.com). Use the Ratings search box located in the left column.

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ORDINANCE NO. 2021-2632

AUTHORIZING THE  
ISSUANCE OF

CITY OF FREEPORT, TEXAS  
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION  
SERIES 2021

Adopted: June 21, 2021

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.1. Definitions.....2  
Section 1.2. Findings.....4  
Section 1.3. Table of Contents, Titles, and Headings.....4  
Section 1.4. Interpretation.....4

ARTICLE II

TAX LEVY; DEBT SERVICE FUND; PLEDGE OF REVENUES

Section 2.1. Tax Levy .....5  
Section 2.2. Debt Service Fund.....5  
Section 2.3. Pledge of Revenues.....6

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE  
CERTIFICATES

Section 3.1. Authorization .....6  
Section 3.2. Date, Denomination, Maturities, and Interest.....6  
Section 3.3. Medium, Method, and Place of Payment.....7  
Section 3.4. Execution and Registration of Certificates .....8  
Section 3.5. Ownership .....9  
Section 3.6. Registration, Transfer, and Exchange.....9  
Section 3.7. Cancellation .....10  
Section 3.8. Replacement Certificates .....10  
Section 3.9. Book-Entry-Only System.....11  
Section 3.10. Successor Securities Depository; Transfer Outside Book-Entry-  
Only System.....12  
Section 3.11. Payments to Cede & Co.....12

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.1. Limitation on Redemption .....13  
Section 4.2. Optional Redemption.....13  
Section 4.3. Mandatory Sinking Fund Redemption.....13  
Section 4.4. Partial Redemption.....13  
Section 4.5. Notice of Redemption to Owners .....14

Section 4.6.	Payment Upon Redemption .....	15
Section 4.7.	Effect of Redemption .....	15
Section 4.8.	Lapse of Payment .....	15

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.1.	Appointment of Initial Paying Agent/Registrar .....	16
Section 5.2.	Qualifications .....	16
Section 5.3.	Maintaining Paying Agent/Registrar .....	16
Section 5.4.	Termination .....	17
Section 5.5.	Notice of Change to Owners .....	17
Section 5.6.	Agreement to Perform Duties and Functions .....	17
Section 5.7.	Delivery of Records to Successor .....	17

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.1.	Form Generally .....	17
Section 6.2.	Form of the Certificates .....	18
Section 6.3.	CUSIP Registration .....	24
Section 6.4.	Legal Opinion .....	24

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES; DEPOSIT OF PROCEEDS; OFFICIAL STATEMENT

Section 7.1.	Sale of Certificates .....	24
Section 7.2.	Deposit of Proceeds .....	25
Section 7.3.	Control and Delivery of Certificates .....	25
Section 7.4.	Official Statement .....	25

ARTICLE VIII

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 8.1.	Payment of the Certificates .....	26
Section 8.2.	Other Representations and Covenants .....	26
Section 8.3.	Provisions Concerning Federal Income Tax Matters .....	26

ARTICLE IX

DISCHARGE

Section 9.1.	Discharge .....	28
--------------	-----------------	----

ARTICLE X

CONTINUING DISCLOSURE UNDERTAKING

Section 10.1. Annual Reports .....28  
Section 10.2. Event Notices .....29  
Section 10.3. Limitations, Disclaimers and Amendments .....30

ARTICLE XI

MISCELLANEOUS

Section 11.1. Changes to Ordinance .....32  
Section 11.2. Partial Invalidity.....32  
Section 11.3. Repealer .....32  
Section 11.4. Individuals Not Liable .....32  
Section 11.5. Related Matters .....32  
Section 11.6. Force and Effect .....32

ORDINANCE NO. 2021-2632

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF FREEPORT, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO

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

WHEREAS, under the provisions of Subchapter C, Chapter 271, Texas Local Government Code, as amended (the "Act"), the City of Freeport, Texas (the "City"), is authorized to issue certificates of obligation for the purposes specified in this Ordinance and for the payment of all or a portion of the contractual obligations for professional services, including that of engineers, attorneys, and financial advisors in connection therewith, and to sell the same for cash as herein provided; and

WHEREAS, the City is authorized to provide that such obligations will be payable from and secured by a direct and continuing annual ad valorem tax levied, within the limits prescribed by law, on all taxable property within the City, in combination with a limited pledge of a subordinate lien on the Surplus Revenues (as defined herein) of the City's water and sewer system (the "System") in an amount not to exceed \$1,000 as authorized by the Act and Chapter 1502, Texas Government Code; and

WHEREAS, the City Council has found and determined that it is necessary and in the best interests of the City and its citizens that it issue such certificates of obligation authorized by this Ordinance; and

WHEREAS, pursuant to a resolution heretofore passed by this governing body, notice of intention to issue certificates of obligation of the City payable as provided in this Ordinance was published in a newspaper of general circulation in the City and posted on the City's website in accordance with the laws of the State of Texas, which notice provided that the principal amount of such certificates of obligation would not exceed \$8,500,000 and the proceeds would be used for (i) the repair and rehabilitation of, the construction of improvements to and the equipment of the City's water and sewer system, and (ii) the costs of professional services incurred in connection therewith; and

WHEREAS, such notice provided that the City tentatively planned to consider the passage of an ordinance authorizing the issuance of the Certificates on June 21, 2021; and

WHEREAS, no petition of any kind has been filed with the City Secretary, any member of the City Council or any other official of the City, protesting the issuance of such certificates of obligation; and

WHEREAS, this City Council is now authorized and empowered to proceed with the issuance of said certificates of obligation and to sell the same for cash; and



WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and public notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended.

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

## ARTICLE I

### DEFINITIONS AND OTHER PRELIMINARY MATTERS

#### Section 1.1. Definitions.

Unless otherwise expressly provided in this Ordinance or unless the context clearly requires otherwise, the following terms shall have the meanings specified below:

“Bond Counsel” means Bracewell LLP.

“Business Day” means a day that is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close.

“Certificate” or “Certificates” means the City’s certificates of obligation entitled, “City of Freeport, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2021” authorized to be issued by Section 3.1 of this Ordinance.

“City” means the City of Freeport, Texas.

“Closing Date” means the date of the initial delivery of and payment for the Certificates.

“Code” means the Internal Revenue Code of 1986, as amended, and with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulation promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“Dated Date” means July 1, 2021.

“Debt Service Fund” means the debt service fund established by Section 2.2 of this Ordinance.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named in this Ordinance, the Designated Payment/Transfer Office as designated in the Paying Agent/Registrar Agreement, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Financial Obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means such fiscal year as shall from time to time be set by the City Council.

“Initial Certificate” means the initial certificate authorized by Section 3.4 of this Ordinance.

“Initial Purchaser” means the initial purchaser of the Certificates identified in Section 7.1 of this Ordinance.

“Interest Payment Date” means the date or dates upon which interest on the principal of the Certificates is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being April 1 and October 1 of each year, commencing on October 1, 2021.

“Maturity” means the date on which the principal of the Certificates becomes due and payable according to the terms thereof, or by proceedings for prior redemption.

“MSRB” means the Municipal Securities Rulemaking Board.

“Ordinance” as used herein and in the Certificates means this ordinance authorizing the Certificates.

“Owner” means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

“Paying Agent/Registrar” means initially The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, or any successor thereto as provided in this Ordinance.

“Paying Agent/Registrar Agreement” means the Paying Agent/Registrar Agreement between the Paying Agent/Registrar and the City relating to the Certificates.

“Record Date” means the fifteenth day of the month next preceding an Interest Payment Date.

“Register” means the certificate register specified in Section 3.6(a) of this Ordinance.

“Regulations” means the applicable, proposed, temporary or final Treasury Regulations promulgated under the Code, or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Representation Letter” means the Blanket Letter of Representations between the City and DTC.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“State” means the State of Texas.

“Surplus Revenues” means the revenues available after the payment of operation and maintenance expenses of the System and the debt service payable from gross revenues or net revenues of the System, if any, as well as any other payments, costs or expenses designated in an ordinance authorizing the issuance of System revenue obligations.

“System” as used in this Ordinance means the City’s water and sewer system.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of principal, premium, if any, or interest on the Certificates as the same becomes due and payable or money set aside for the payment of Certificates duly called for redemption prior to maturity and remaining unclaimed by the Owners of such Certificates for 90 days after the applicable payment or redemption date.

#### Section 1.2. Findings.

The declarations, determinations, and findings declared, made, and found in the preamble to this Ordinance are hereby adopted, restated, and made a part of the operative provisions hereof.

#### Section 1.3. Table of Contents, Titles, and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

#### Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Any action required to be taken on a date which is not a Business Day shall be taken on the next succeeding Business Day and have the same effect as if taken on the date so required.

(c) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Ordinance.

(d) Article and section references shall mean references to articles and sections of this Ordinance unless otherwise designated.

## ARTICLE II

### TAX LEVY; DEBT SERVICE FUND; PLEDGE OF REVENUES

#### Section 2.1. Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State, there shall be levied and there is hereby levied for the current year and for each succeeding year hereafter while any of the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Certificates, being (i) the interest on the Certificates, and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the City most recently approved in accordance with law and the money thus collected shall be deposited as collected to the Debt Service Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Debt Service Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Certificates when and as due and payable in accordance with their terms and this Ordinance and associated expenses.

#### Section 2.2. Debt Service Fund.

(a) The City hereby establishes a special fund or account to be designated the "City of Freeport, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2021, Debt Service Fund" (the "Debt Service Fund") with said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in, or required by this Ordinance to be deposited to, the Debt Service Fund shall be used solely for the purpose of paying the interest on and principal of the Certificates when and as due and payable and associated costs in accordance with their terms and this Ordinance.

(c) To pay debt service coming due on the Certificates prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 2.3. Pledge of Revenues.

The Surplus Revenues to be derived from the operation of the System in an amount not to exceed \$1,000 are hereby pledged to the payment of the principal of and interest on the Certificates as the same come due; provided, however, that such pledge is and shall be junior and subordinate in all respects to the pledge of the revenues of the System to the payment of all outstanding obligations of the City and any obligation of the City, whether authorized heretofore or hereafter, that the City designates as having a pledge senior to the pledge of the Surplus Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the revenues of the System, secured by a pledge of the revenues of the System that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of Surplus Revenues securing the Certificates. The revenues of the System available after the payment of all operation and maintenance expenses of the System, any debt service payable from gross revenues, net revenues, or Surplus Revenues of the System, if any, as well as other payments, costs or expenses designated in an ordinance authorizing the issuance of System revenue obligations may be used for any lawful purpose of the City.

**ARTICLE III**

**AUTHORIZATION; GENERAL TERMS AND PROVISIONS  
REGARDING THE CERTIFICATES**

Section 3.1. Authorization.

The City's "City of Freeport, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2021" are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, specifically Subchapter C, Chapter 271, Texas Local Government Code, as amended. The Certificates shall be issued in the aggregate principal amount of \$[5,000,000] for the costs associated with (i) the repair and rehabilitation of, the construction of improvements to and the equipment of the City's water and sewer system; and (ii) the costs of professional services related thereto.

Section 3.2. Date, Denomination, Maturities, and Interest.

(a) The Certificates shall be dated the Dated Date. The Certificates shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof and shall be numbered separately from R-1 upward, except the Initial Certificate, which shall be numbered I-1.

(b) The Certificates shall mature on April 1 in the years and in the principal amounts set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2022			2032		
2023			2033		
2024			2034		
2025			2035		
2026			2036		
2027			2037		
2028			2038		
2029			2039		
2030			2040		
2031			2041		

(c) Interest shall accrue and be paid on each Certificate, respectively, until the principal amount thereof has been paid or provision for such payment has been made, from the later of the Closing Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rate per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable semiannually on each Interest Payment Date, and will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Section 3.3. Medium, Method, and Place of Payment.

(a) The principal of and interest on the Certificates shall be paid in lawful money of the United States of America.

(b) Interest on the Certificates shall be paid by check dated as of the Interest Payment Date, and sent by United States mail, first class, postage prepaid, by the Paying Agent/Registrar to each Owner, as shown in the Register at the close of business on the Record Date, at the address of each such Owner as such appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements.

(c) The principal of each Certificate shall be paid to the Owner thereof at Maturity or upon prior redemption upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(d) If the date for the payment of the principal of or interest on the Certificates is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interests shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(e) In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the special payment date

of the past due interest (the "Special Payment Date"), which shall be fifteen (15) days after the Special Record Date, shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the fifteenth day next preceding the date of mailing of such notice.

(f) Unclaimed Payments shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Certificates to which the Unclaimed Payments pertain. Subject to Title 6, Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Certificates thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Certificates, shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any holders of such Certificates for any further payment of such unclaimed moneys or on account of any such Certificates, subject to Title 6, Texas Property Code.

#### Section 3.4. Execution and Registration of Certificates.

(a) The Certificates shall be executed on behalf of the City by the Mayor or Mayor Pro Tem and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State, or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State and that it is a valid and binding obligation of the City, and that it has been registered by the Comptroller of Public Accounts of the State.

(d) On the Closing Date, one initial Certificate (the "Initial Certificate"), representing the entire principal amount of the Certificates, payable in stated installments to the Initial Purchaser

or its designee, executed by manual or facsimile signatures of the Mayor or Mayor Pro Tem and the City Secretary of the City, approved by the Attorney General of the State, and registered and manually signed by the Comptroller of Public Accounts of the State, will be delivered to the Initial Purchaser or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver registered definitive Certificates to DTC in accordance with Section 3.9 hereof. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Certificates in safekeeping for DTC.

**Section 3.5. Ownership.**

(a) The City, the Paying Agent/Registrar and any other person may treat the Owner as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof, for the purpose of making and receiving payment of the interest thereon (subject to the provisions herein that the interest is to be paid to the person in whose name the Certificate is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

**Section 3.6. Registration, Transfer, and Exchange.**

(a) So long as any Certificates remain outstanding, the City shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Ordinance.

(b) The ownership of a Certificate may be transferred only upon the presentation and surrender of the Certificate to the Paying Agent/Registrar at the Designated Payment/Transfer Office with such endorsement or other instrument of transfer and assignment as is acceptable to the Paying Agent/Registrar. No transfer of any Certificate shall be effective until entered in the Register.

(c) The Certificates shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Certificate or Certificates of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000, and in an aggregate principal amount equal to the unpaid principal amount of the Certificates presented for exchange.

(d) The Paying Agent/Registrar is hereby authorized to authenticate and deliver Certificates transferred or exchanged in accordance with this Section. A new Certificate or Certificates will be delivered by the Paying Agent/Registrar, in lieu of the Certificate being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each Certificate delivered by the Paying



Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such Certificate is delivered.

(e) No service charge shall be made to the Owner for the initial registration, any subsequent transfer, or exchange for a different denomination of any of the Certificates. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Certificate.

(f) Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Certificate called for redemption, in whole or in part, within 45 days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled balance of a Certificate.

### Section 3.7. Cancellation.

All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be cancelled upon the making of proper records regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of such cancelled Certificates in the manner required by the Securities Exchange Act of 1934, as amended.

### Section 3.8. Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefore a replacement Certificate of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction, or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the City to save them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar, and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed, or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate when it becomes due and payable.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

### Section 3.9. Book-Entry-Only System.

(a) The definitive Certificates shall be initially issued in the form of a separate single fully registered Certificate for each maturity. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.10 hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest

on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The Representation Letter previously executed and delivered by the City, and applicable to the City's obligations delivered in book entry only form to DTC as securities depository, is hereby ratified and approved for the Certificates.

Section 3.10. Successor Securities Depository; Transfer Outside Book-Entry-Only System.

In the event that the City determines that it is in the best interest of the City and the beneficial owners of the Certificates that they be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Certificates and cause the Paying Agent/Registrar to transfer one or more separate registered Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.11. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as the Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificates, and all notices with respect to such Certificates shall be made and given, respectively, in the manner provided in the Representation Letter of the City to DTC.

## ARTICLE IV

### REDEMPTION OF CERTIFICATES BEFORE MATURITY

#### Section 4.1. Limitation on Redemption.

The Certificates shall be subject to redemption before scheduled maturity only as provided in this Article IV.

#### Section 4.2. Optional Redemption.

(a) The City has reserved the right to redeem at its option the Certificates maturing on and after April 1, 20[●], in whole or from time to time in part, before their respective scheduled maturity dates, on April 1, 20[●], or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption.

(b) The City, at least 45 days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption and of the principal amount of Certificates to be redeemed.

#### Section 4.3. Mandatory Sinking Fund Redemption.

(a) The Certificates designated as "Term Certificates" in the form of Certificate contained in Section 6.2(a) ("Term Certificates"), are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Debt Service Fund, on the dates and in the respective principal amounts as set forth in the form of Certificate contained in Section 6.2(a).

(b) Prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Certificates equal to the aggregate principal amount of such Term Certificates to be redeemed, shall call such Term Certificates for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.5.

(c) The principal amount of Term Certificates required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Term Certificates which, at least forty-five (45) days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

#### Section 4.4. Partial Redemption.

(a) If less than all of the Certificates are to be redeemed pursuant to Section 4.2 hereof, the City shall determine the maturity or maturities (or mandatory sinking fund payment with

respect to the Term Certificates, if any) and the principal amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot, or other customary method that results in random selection, the Certificates, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(b) A portion of a single Certificate of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Certificate is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(c) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.6 of this Ordinance, shall authenticate and deliver an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge.

(d) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Certificate as to which only a portion thereof is to be redeemed.

#### Section 4.5. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by United States mail, first class postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and if less than all Certificates outstanding are to be redeemed and subject to Section 4.4 hereof, an identification of the Certificates or portions thereof to be redeemed.

(c) The City reserves the right to give notice of its election or direction to redeem Certificates under Section 4.2 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption where redemption has been rescinded shall remain outstanding and the rescission of such redemption shall not constitute an event of default. Further, in case of a conditional redemption, the failure of the City to make moneys and or authorized securities

available in whole or in part on or before the redemption date shall not constitute an event of default.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. Notice having been so given and due provision for the payment of the same having been made, the Certificate called of redemption shall become due and payable on the specified redemption date, and notwithstanding that any Certificate or portion thereof has not been surrendered for payment, interest on such Certificate or portion thereof shall cease to accrue.

Section 4.6. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Certificates being redeemed.

(b) Upon presentation and surrender of any Certificate called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Certificate to the date of redemption from the money set aside for such purpose.

Section 4.7. Effect of Redemption.

(a) When Certificates have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Certificates or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Certificate or portion thereof called for redemption shall terminate on the date fixed for redemption. If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same by the City.

Section 4.8. Lapse of Payment. Money set aside for the redemption of the Certificates and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.3(f) hereof.

## ARTICLE V

### PAYING AGENT/REGISTRAR

#### Section 5.1. Appointment of Initial Paying Agent/Registrar.

(a) The City hereby appoints The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, as its initial registrar and transfer agent (the "Paying Agent/Registrar") to keep such books or records and make such transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfer and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as provided herein. The City or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Register confidential and, unless otherwise required by law, shall not permit its inspection by any other entity.

(b) The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all conversions, exchanges and replacements of such Certificates, as provided in this Ordinance.

(c) The form of Paying Agent/Registrar Agreement is hereby approved. The City hereby approves and the Mayor or Mayor Pro Tem and the City Secretary are hereby authorized to execute and deliver a Paying Agent/Registrar Agreement, specifying the duties and responsibilities of the City and the Paying Agent/Registrar.

#### Section 5.2. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the State, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Certificates.

#### Section 5.3. Maintaining Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.2 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement, provided no such resignation shall be effective until a successor Paying Agent/Registrar has accepted the duties of Paying Agent/Registrar for the Certificates.

Section 5.4. Termination.

The City reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated (i) 45 days written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that, no such termination shall be effective until a successor Paying Agent/Registrar has assumed the duties of Paying Agent/Registrar for the Certificates.

Section 5.5. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by United States mail, first class, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.6. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby and under the Paying Agent/Registrar Agreement.

Section 5.7. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

## ARTICLE VI

### FORM OF THE CERTIFICATES

Section 6.1. Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State, the Certificate of the Paying Agent/Registrar, the Assignment form and the Statement of Insurance, if any, to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) Any portion of the text of any Certificates may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Certificates.



(c) The definitive Certificates, if any, shall be typed, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

(d) The Initial Certificate submitted to the Attorney General of the State may be typed and photocopied or otherwise reproduced.

Section 6.2. Form of the Certificates.

The form of the Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be substantially as follows:

(a) Form of Certificate.

REGISTERED  
NO. \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
COUNTY OF BRAZORIA

CITY OF FREEPORT, TEXAS  
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION  
SERIES 2021

INTEREST RATE:    MATURITY DATE:    CLOSING DATE:    CUSIP NUMBER:  
\_\_\_\_\_ %                      April 1, 20\_\_                      July 14, 2021                      \_\_\_\_\_

The City of Freeport (the "City"), in the County of Brazoria, State of Texas, for value received, hereby promises to pay to

\_\_\_\_\_ or registered assigns, on the Maturity Date specified above, the sum of

\_\_\_\_\_ DOLLARS

and to pay interest on such principal amount from the later of the Closing Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on April 1 and October 1 of each year, commencing on October 1, 2021.

The principal of this Certificate shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Certificate

at the corporate trust office The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, or such other location designated by the Paying Agent/Registrar (the "Designated Payment/Transfer Office"), of the Paying Agent/Registrar or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Certificate is payable by check dated as of the interest payment date, and will be mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expenses of such customary banking arrangement. For the purpose of the payment of interest on this Certificate, the registered owner shall be the person in whose name this Certificate is registered at the close of business on the "Record Date," which shall be the fifteenth day of the month next preceding such interest payment date. In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which date shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Certificate is not a Business Day, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the State of Texas or the city in which the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are generally authorized or obligated by law or executive order to close (a "Business Day"), and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Certificate is dated July 1, 2021 and is one of a series of fully registered certificates specified in the title hereof issued in the aggregate principal amount of \$[5,000,000] (herein referred to as the "Certificates"), issued pursuant to a certain ordinance of the City (the "Ordinance") for (i) the repair and rehabilitation of, the construction of improvements to and the equipment of the City's water and sewer system and (ii) the costs of professional services related thereto.

The City has reserved the right to redeem the Certificates maturing on and after April 1, 20[●], in whole or from time to time in part, before their respective scheduled maturity dates, on April 1, 20[●], or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. If less than all of the Certificates are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Certificates, or portions thereof, within such maturity and in such principal amounts, for redemption.

[Certificates maturing on [●](the "Term Certificates") are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the City, in part at a

redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

**§[●]Term Certificates Maturing [●]**

Mandatory Redemption Date                      Principal Amount

(maturity)

The Paying Agent/Registrar will select by lot or by any other customary method that results in a random selection the specific Term Certificates (or with respect to Term Certificates having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Certificates required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Term Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]

Not less than 30 days prior to a redemption date for the Certificates, the City shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the Owners of the Certificates to be redeemed at the address of the Owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

The City reserves the right to give notice of its election or direction to redeem Certificates pursuant to an optional redemption conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption and such redemption has been rescinded shall remain outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the City in the notice, the Certificates called for redemption shall become due and payable on the specified redemption date,

and notwithstanding that any Certificate or portion thereof has not been surrendered for payment, interest on such Certificates or portions thereof shall cease to accrue.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Certificate is transferable upon surrender of this Certificate for transfer at the designated office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Certificates of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Certificate is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Certificate is registered on the Record Date) and for all other purposes, whether or not this Certificate be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Certificate have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the City.

IT IS FURTHER certified, recited and represented that the Surplus Revenues (as defined in the Ordinance) of the City's water and sewer system are pledged to the payment of the principal of and interest on the Certificates in an amount not to exceed \$1,000; provided, however, that such pledge is junior and subordinate in all respects to the pledge of the revenues of the System to the payment of all outstanding obligations of the City and any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Surplus Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the revenues of the System, secured by a pledge of the revenues of the System that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of the Surplus Revenues securing the Certificates.

IN WITNESS WHEREOF, the City has caused this Certificate to be executed by the manual or facsimile signature of the Mayor or Mayor Pro Tem of the City and countersigned by the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed or placed in facsimile on this Certificate.

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

\_\_\_\_\_  
Mayor [Pro Tem] <sup>1</sup>  
City of Freeport, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER           §  
OF PUBLIC ACCOUNTS                   §     REGISTER NO. \_\_\_\_\_  
THE STATE OF TEXAS                   §

I HEREBY CERTIFY THAT this Certificate has been examined, certified as to validity, and approved by the Attorney General of the State of Texas and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this \_\_\_\_\_.

[SEAL]

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the Comptroller's Registration Certificate appears thereon.

\_\_\_\_\_  
<sup>1</sup> Delete if the Mayor executes the Initial Certificate

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Certificate of this series of certificates of obligation was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Certificates referred to in the within-mentioned Ordinance.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,  
as Paying Agent/Registrar

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and zip code of transferee): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Social Security or other identifying number: \_\_\_\_\_) the within Certificate and all rights hereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Certificate on the books kept for registration hereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed By:

\_\_\_\_\_

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) The Initial Certificate shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Certificate the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below" and "CUSIP NUMBER \_\_\_\_\_" deleted; and

(ii) in the first paragraph of the Certificate, the words "on the Maturity Date specified above, the sum of \_\_\_\_\_ DOLLARS" shall be deleted and the following will be inserted: "on April 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:"

(Information to be inserted from schedule in Section 3.2 of the Ordinance)

(iii) the Initial Certificate shall be numbered I-1.

**Section 6.3. CUSIP Registration.**

The City may secure identification numbers through the CUSIP Global Services, which is managed on behalf of the American Bankers Association by S&P Global Market Intelligence, or another entity that provides securities identification numbers for municipal securities, and may print such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Certificates or any errors or omissions in the printing of such number shall be of no significance or effect in regard to the legality thereof and neither the City nor Bond Counsel to the City are to be held responsible for CUSIP numbers incorrectly printed on the Certificates.

**Section 6.4. Legal Opinion.**

The approving legal opinion of Bond Counsel may be attached to or printed on the reverse side of each Certificate over the certification of the City Secretary of the City, which may be executed in facsimile.

**ARTICLE VII**

**SALE AND DELIVERY OF CERTIFICATES; DEPOSIT OF PROCEEDS; OFFICIAL STATEMENT**

**Section 7.1. Sale of Certificates.**

(a) The sale and delivery of the Certificates, having been duly advertised and offered for sale at competitive bid, are hereby sold and awarded to [●] (the "Initial Purchaser") for a purchase price equal to the principal amount thereof plus a cash premium of \$[●], being the bid which produced the lowest true interest cost, subject to the approving opinion as to the legality of the Certificates of the Attorney General of the Texas and the opinion of Bond Counsel. The Initial Certificate shall be registered in the name of the Initial Purchaser or its designee. The Mayor or Mayor Pro Tem and all other officers, agents and representatives of the City are hereby authorized

to do any and all things necessary or desirable to satisfy the conditions to and to provide for the issuance and delivery of the Certificates.

Section 7.2. Deposit of Proceeds.

Proceeds from the sale of the Certificates shall, promptly upon receipt by the City, be applied as follows:

(a) The amount of \$[●], consisting of \$[●] principal amount of Certificate proceeds plus premium received from the sale of the Certificates in the amount of \$[●], shall be used for the purposes set forth in Section 3.1.

(b) Premium received from the sale of the Certificates in the amount of \$[●] shall be used to pay the costs of issuance.

(c) Any amounts remaining after accomplishing such purposes and paying costs of issuance shall be deposited to the Debt Service Fund.

Section 7.3. Control and Delivery of Certificates.

(a) The Mayor or Mayor Pro Tem of the City is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State, registration by the Comptroller of Public Accounts of the State and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Certificates shall be made to the Initial Purchaser under and subject to the general supervision and direction of the Mayor or Mayor Pro Tem, against receipt by the City of all amounts due to the City under the terms of sale.

(c) All officers of the City are authorized to execute such documents, certificates and receipts and to make such elections with respect to the tax-exempt status of the Certificates, as they may deem necessary to consummate the delivery of the Certificates.

Section 7.4. Official Statement.

The form and substance of the Preliminary Official Statement and any addenda, supplement or amendment thereto, is hereby ratified and approved, and has been deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of the Rule. The City hereby authorizes and approves the preparation of a final Official Statement to add the terms of the Initial Purchaser's bid and other relevant information. The use of such final Official Statement in the reoffering of the Certificates by the Initial Purchaser is hereby approved and authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Certificates.



## ARTICLE VIII

### PARTICULAR REPRESENTATIONS AND COVENANTS

#### Section 8.1. Payment of the Certificates.

On or before each Interest Payment Date while any of the Certificates are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Debt Service Fund, money sufficient to pay such interest on and principal of, redemption premium, if any, and interest on the Certificates as will accrue or mature on the applicable Interest Payment Date or date of prior redemption.

#### Section 8.2. Other Representations and Covenants.

(a) The City will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will promptly pay or cause to be paid the principal of, redemption premium, if any, and interest on each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

#### Section 8.3. Provisions Concerning Federal Income Tax Matters.

(a) General. The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the interest on the Certificates to be includable in gross income for federal income tax purposes. In furtherance thereof, the City covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the City in connection with the Certificates.

(b) No Private Activity Bonds. The City covenants that it will use the proceeds of the Certificates (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Certificates will not be "private activity bonds" within the meaning of section 141 of the Code. Furthermore, the City will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Certificates to be a "private activity bond" unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) No Federal Guarantee. The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Certificates to be "federally guaranteed" within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) No Hedge Bonds. The City covenants not to take any action or omit to take action that, if taken or omitted, would cause the Certificates to be “hedge bonds” within the meaning of section 149(g) of the Code.

(e) No Arbitrage Bonds. The City covenants that it will make such use of the proceeds of the Certificates (including investment income) and regulate the investment of such proceeds of the Certificates so that the Certificates will not be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) Required Rebate. The City covenants that, if the City does not qualify for an exception to the requirements of section 148(f) of the Code, the City will comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds of the Certificates, be rebated to the United States.

(g) Information Reporting. The City covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Certificates in accordance with section 149(e) of the Code.

(h) Record Retention. The City covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Certificates and the use of the property financed, directly or indirectly, thereby until three years after the last Certificate is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) Registration. If the Certificates are “registration-required bonds” under section 149(a)(2) of the Code, the Certificates will be issued in registered form.

(j) Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the City will not be required to comply with any of the federal tax covenants set forth above if the City has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Certificates from gross income for federal income tax purposes.

(k) Continuing Compliance. Notwithstanding any other provision of this Ordinance, the City’s obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Certificates for as long as such matters are relevant to the excludability of interest on the Certificates from gross income for federal income tax purposes.

(l) Official Intent. For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse has not previously been adopted by the City, this Ordinance serves as the City’s official declaration of intent to use proceeds of the Certificates to reimburse itself from proceeds of the Certificates issued in the maximum amount for certain expenditures paid in connection with the projects set forth herein. 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 of with 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.

(m) Qualified Tax-Exempt Obligations. The City hereby designates the Certificates as “qualified tax-exempt obligations” for purposes of section 265(b) of the Code. In connection therewith, the City represents that (a) the aggregate amount of tax-exempt obligations issued by the City during calendar year 2021, including the Certificates, which have been designated as “qualified tax-exempt obligations” under section 265(b)(3) of the Code, does not exceed \$10,000,000, and (b) the reasonably anticipated amount of tax-exempt obligations which will be issued by the City during calendar year 2021, including the Certificates, will not exceed \$10,000,000. For purposes of this Section, the term “tax-exempt obligation” does not include (i) “private activity bonds” within the meaning of section 141 of the Code, other than “qualified 501(c)(3) bonds” within the meaning of section 145 of the Code or (ii) obligations issued to currently refund any obligation to the extent that the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation. In addition, for purposes of this Section, the City includes all entities which are aggregated with the City under the Code.

## **ARTICLE IX**

### **DISCHARGE**

#### **Section 9.1. Discharge.**

The Certificates may be defeased, discharged or refunded in any manner now or hereafter permitted by applicable law.

## **ARTICLE X**

### **CONTINUING DISCLOSURE UNDERTAKING**

#### **Section 10.1. Annual Reports.**

(a) The City shall provide annually to the MSRB, (i) within six (6) months after the end of each Fiscal Year of the City ending in or after 2021, financial information and operating data with respect to the City of the general type included in the Official Statement under the Tables numbered 1-7 and 9-15, and in Appendix B and including financial statements of the City if audited financial statements of the City are then available, and (ii) if not provided as part of such financial information and operating data, audited financial statements when, and if, they become available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in the notes to the financial statements for the most recently concluded Fiscal Year, or such other accounting principles as the City may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such financial statements becomes available. The financial information or operating data shall be provided in an electronic format as prescribed by the MSRB.

(b) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 10.2. Event Notices.

(a) The City shall provide the following to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Certificates:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of the holders of the Certificates, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the City;

Note to paragraph 12: For the purposes of the event identified in paragraph 12 of this section, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental

authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;
- (15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

Note to paragraphs (15) and (16): For purposes of the events identified in paragraphs (15) and (16) of this section and in the definition of Financial Obligation in Section 1.1, the City intends the words used in such paragraphs to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018 (the “2018 Release”) and any further written guidance provided by the SEC or its staff with respect to the amendments to the Rule effected by the 2018 Release.

(b) The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 10.1 of this Ordinance by the time required by such Section.

Section 10.3. Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any redemption calls and any defeasances that cause the City to be no longer an “obligated person.”

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or

any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (B) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Certificates. The provisions of this Article may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent the underwriter of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 10.1 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

**ARTICLE XI**  
**MISCELLANEOUS**

Section 11.1. Changes to Ordinance.

Bond Counsel is hereby authorized to make any changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Certificates by the Attorney General of the State.

Section 11.2. Partial Invalidity.

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 11.3. Repealer.

All ordinances or resolutions, or parts thereof, heretofore adopted by the City and inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 11.4. Individuals Not Liable.

No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member of City Council or agent or employee of City Council or of the City in his or her individual capacity and neither the members of City Council nor any officer thereof, nor any agent or employee of City Council or of the City, shall be liable personally on the Certificates, or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 11.5. Related Matters.

To satisfy in a timely manner all of the City's obligations under this Ordinance, the Mayor or Mayor Pro Tem, the City Secretary and all other appropriate officers and agents of the City are hereby authorized and directed to do any and all things necessary and/or convenient in order to consummate the delivery of the Certificates, pay the costs of issuance on the Certificates, and effectuate the terms and purposes of this Ordinance.

Section 11.6. Force and Effect.

This Ordinance shall be in full force and effect from and after its final passage, and it is so ordained.

*[Signature Page Follows]*

PASSED, APPROVED AND EFFECTIVE this 21<sup>st</sup> day of June 2021.

---

City Secretary  
City of Freeport, Texas

---

Mayor  
City of Freeport, Texas

[SEAL]



CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS           §  
COUNTY OF BRAZORIA       §

I, the undersigned officer of the City Council of the City of Freeport, Texas, hereby certify as follows:

1.       The City Council of the City of Freeport, Texas, convened in a regular meeting on the 21<sup>st</sup> day of June, 2021, at the regular meeting place thereof, within said City, and the roll was called of the duly constituted officers and members of said City Council, to wit:

Brooks Bass	Mayor
Jeff Pena	Councilmember, Ward A
Jerry Cain	Councilmember, Ward B
Mario Muraira	Councilmember, Ward C
Troy Brimage	Councilmember, Ward D

and all of said persons were present, except the following absentee(s): \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDINANCE NO. 2021-2632

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF FREEPORT, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said ordinance be adopted; and, after due discussion, said motion, carrying with it the adoption of said ordinance, prevailed and carried by the following vote:

\_\_\_\_\_ Member(s) of City Council shown present voted "Aye."

\_\_\_\_\_ Member(s) of City Council shown present voted "No."

\_\_\_\_\_ Member(s) of City Council shown present abstained from voting.

2. A true, full and correct copy of the aforesaid ordinance adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said ordinance has been duly recorded in the City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of said meeting pertaining to the adoption of said ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; that each of the officers and members of the 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 ordinance 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 21<sup>st</sup> day of June, 2021.

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City Secretary  
City of Freeport, Texas

[SEAL]



## City Council Agenda Item # 5

**Title:** Resolution No. 2021-2693 Amending Master Fee Schedule to add Sports Field/Concession Stand Rentals

**Date:** 6/21/21

**From:** LeAnn Strahan

---

**Staff Recommendation:**

Staff recommends approval of the Resolution amending the Master Fee Schedule to add Sports Field/Concession Stand Rentals.

**Item Summary:**

On June 7, 2021, Council approved the new Athletic Facility Lease Agreement that outlines fees for non-profit sports association seasonal use and for-profit field/concession rentals. The proposed resolution will allow the outlined fees from that agreement to be included in the Master Fee Schedule.

**Background Information:**

No structured written agreement has been utilized on behalf of the City to authorize field use by for-profit organizations. The recently approved agreement provides a fee schedule along with rules and regulations for practice and tournament, lighting, and concession stand use and Parks Maintenance staff as requested.

**Special Considerations**

N/A

**Financial Impact:**

Fees collected for field/concession rentals will help to recuperate expenses of maintenance and operations.

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

N/A

**Supporting Documentation:**

Resolution  
Proposed Master Fee Schedule

## City of Freeport Athletic Facility Fee Schedule

Fee Description	Fees	Comments
<b>Freeport Youth Association 501C</b>	<b>Fees do not apply</b>	<b>Schedules must be provided prior to season opening</b>
Stephen F. Austin Fields	\$15.00 per field	2-hour reservation
Riverside Park	\$15.00 per field	2-hour reservation
Light Usage	\$10.00 per field	2-hour reservation
Tournaments – (Select/Travel teams)	\$50.00 per calendar day per field	Reservation must be secured 30 days in advance
Tournament Light Usage	\$25/calendar day per field	Reservation must be secured 30 days in advance
Park Maintenance Staff	\$20.00 per hour / \$30.00 per hour holiday	Must be requested at time of reservation
Initial Field Preparation	\$20.00 per field	Mandatory Fee
Concession Stand	\$75.00 per calendar day	Must be requested and reserved at time of field/tournament reservation

**RESOLUTION NO. 2021-2693**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS AMENDING THE MASTER FEE SCHEDULE FOR ASSESSING RATES AND FEES AND CHARGES FOR SERVICES PROVIDED BY CITY DEPARTMENTS, USE OF CITY PROPERTY, AND PURCHASE OF CERTAIN GOODS PROVIDED BY THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR A FINDING OF PROPER MEETING AND NOTICE.**

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

**WHEREAS**, on October 21, 2019, the Freeport City Council authorized by ordinance 2019-2587 the adoption of a Master fee schedule, and at the same meeting, by resolution 2019-2611, established the city of Freeport Master Fee Schedule, identifying all fees and charges levied by the City for services, use of city property, and purchase of certain goods provided by the city.

**WHEREAS**, from time to time the Master Fee Schedule shall be amended as deemed necessary by the city council by resolution.

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

**SECTION 1. FEES.** Pursuant to the provisions of its Code of Ordinances, as amended by Ordinance No. 2019-2587, the City Council of the City hereby amends the Master Fee Schedule with the rates and fees attached hereto as Exhibit "A".

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

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

Read, passed and adopted the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

ATTEST:

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

APPROVED AS TO FORM ONLY:

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



## City Council Agenda Item #6

**Title:** Consideration and Possible Action to approve salary increases for all City personnel based on salary surveys beginning on June 26, 2021.

**Date:** June 9, 2021

**From:** Cathy Ezell, Finance Director

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**Staff Recommendation:**

Staff recommends the approving salary increases.

**Item Summary:**

The City of Freeport completed the Public Safety Personnel portion of the Compensation Study 2020-2021 in February. The City completed the balance of the Compensation Study 2020-2021 for Non-Public Safety Personnel in April 2021. The proposed increases will fully fund all increases recommended by the study for the positions identified in need of adjustment. All recommended increases are based on a market survey of comparable positions in other cities, and data was collected from 16 different area cities approved by City Council at the start of the effort. The recommendations are base upon comparison of existing salaries to the average and median salaries in the data collected. These changes would move those salaries that were considered below market to just above that average/median data point identified.

**Background Information:**

Based on the Public Safety portion of the Compensation Study completed in February 2021, City Council approved a 5.3% increase in salaries for Fire/EMS Personnel and a 6.0% increase in salaries for Police Personnel. These increases began on March 1, 2021. For some positions, the increase approved did not meet the recommended salary adjustment identified as part of the salary survey. The salary increase presented will fully fund all positions to the adjusted salaries as presented in the salary survey for those remaining Public safety personnel as well as all non-public safety city employees there are below market currently.

The Salary Survey 2020-2021 for Non-Public Safety Personnel was completed in April 2021 and is being presented to City Council. This survey identified thirteen (13) non-public safety positions that needed to be adjusted. The salary increase presented match the recommendations of the study.

It is proposed that these increases would go into effect with the next pay period beginning June 26, 2021.

**Special Considerations:** None

**Financial Impact:**

The following is the cost for the proposed salary increases:

Cost of salary increases from June 26, 2021 to September 30, 2021:

	Salaries	TMRS	FICA/Medicare	Total
Public Safety	\$27,159	\$3,914	\$2,078	\$33,151
Non-Public Safety	13,441	1,937	1,028	16,406
Total	\$40,600	\$5,851	\$3,106	\$49,557

The total annual cost of this salary increase on next year's budget is:

	Salaries	TMRS	FICA/Medicare	Total
Public Safety	\$ 95,912	\$13,821	\$ 7,337	\$117,070
Non-Public Safety	49,925	7,194	3,819	60,938
Total	\$145,837	\$21,015	\$11,156	\$178,008

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

**Supporting Documentation:**

- Annual Cost of Raises per Salary Survey by Position
- Salary Survey 2020-2021 Public Safety Personnel
- Salary Survey 2020-2021 Non-Public Safety Personnel



**Annual Cost of Raises Per Salary Survey By Position**

<b>Position</b>	<b>Annual Increase</b>	<b>SS/Med</b>	<b>TMRS</b>	<b>Total</b>
Court Supervisor	\$ 9,087	\$ 695	\$ 1,309	\$ 11,091
Utility Billing Manager	12,477	954	1,798	15,229
Building Inspector	2,337	179	337	2,853
Code Supervisor	1,654	127	238	2,019
City Secretary	8,719	667	1,256	10,642
Finance Director	3,379	259	487	4,125
Golf Course Director	3,097	237	446	3,780
Public Works Director	5,325	407	767	6,500
Crew Leader	1,521	116	219	1,856
Golf Groundskeeper	562	43	81	685
Golf Groundskeeper	582	45	84	711
Golf Groundskeeper	603	46	87	736
Golf Groundskeeper	582	45	84	711
<i>Subtotal Non-Public Safety Personnel</i>	<i>\$ 49,925</i>	<i>\$ 3,819</i>	<i>\$ 7,194</i>	<i>\$ 60,938</i>
Fire Lieutenant	\$ 3,693	\$ 283	\$ 532	\$ 4,508
Fire Marshal	5,708	437	822	6,967
Fire Lieutenant	4,106	314	592	5,012
Fire Lieutenant	3,914	299	564	4,777
Police Lieutenant	8,528	652	1,229	10,409
Police Sergeant	7,966	609	1,148	9,724
Dispatcher	104	8	15	127
Dispatcher	104	8	15	127
Police Captain	11,183	855	1,611	13,650
Police Sergeant	6,094	466	878	7,439
Dispatcher	104	8	15	127
Animal Control	208	16	30	254
Dective	10,774	824	1,553	13,151
Police Sergeant	5,824	446	839	7,109
Dispatcher	125	10	18	152
Dispatcher	125	10	18	152
Dective	11,586	886	1,669	14,141
Police Sergeant	5,741	439	827	7,007
Dective	9,693	741	1,397	11,831
Dispatcher	104	8	15	127
Animal Control	229	18	33	279
<i>Subtotal Public Safety Personnel</i>	<i>\$ 95,912</i>	<i>\$ 7,337</i>	<i>\$ 13,821</i>	<i>\$ 117,070</i>
<b>Total Annual Increase</b>	<b>\$ 145,837</b>	<b>\$ 11,157</b>	<b>\$ 21,015</b>	<b>\$ 178,009</b>



## City Council Agenda Item #7

**Title:** An Ordinance of The City of Freeport, Texas, Containing A Preamble; Amending Sections 52.12 Of The Code Of Ordinances Of Said City To Increase The Rates For Water Deposits For Services Furnished to Residential Owners, Residential Renters and Commercial And Business Owners After August 1, 2021 Containing Savings Clauses; Containing A Severance Clause; And Providing That This Ordinance Shall Take Effect And Be In Force From And After Its Passage And Adoption.

**Date:** June 2, 2021

**From:** Cathy Ezell, Finance Director

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**Staff Recommendation:**

Staff recommends approval of the ordinance.

**Item Summary:**

The City Council had made water and wastewater rate increases. The deposits need to be adjusted accordingly.

The current deposits are as follows:

- Residential Owner - \$50.00
- Residential Renter - \$65.00
- Commercial and Business - \$60.00

The proposed deposits are as follows:

- Residential - \$100.00 per residential unit up four units to or up to \$250.00 for any frequent, recent, or large delinquencies to be determined by the City Manager or his designee.
- Residential Senior Citizen - \$50.00
- Commercial and Business - \$100.00 or such larger sum determined by the City Manager or his designee based on estimated usage.
- Apartment Complex more than 4 units - \$50.00 per unit.

The deposit is only refunded when a customer's service is closed. The deposit offsets any balance owed and if the amount owed is less than the deposit amount the difference is refunded to the customer.

**Background Information:**

The deposit amount has not been adjusted since the water and wastewater rates have increased.

**Special Considerations:**

The following is information on deposits charged from other cities near Freeport.

Lake Jackson

- Residential - \$100.00
- Residential Senior Citizen - \$35.00
- Commercial - \$100 or such larger sum determined by the City Manager or his designee based on estimated usage.

Angleton

- Deposit all customers - \$100.00

Clute

- Deposit all customers - \$80.00 or up to three months of water, sewer, and garbage for any frequent, recent, or large delinquencies.

**Financial Impact:**

This reduces the amount owed when a customer's account is closed and will reduce the amount of possible write-off if outstanding utility bills for closed account are not paid.

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

**Supporting Documentation:**

Ordinance

ORDINANCE NO. 2021-2633

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; AMENDING SECTIONS 52.12 OF THE CODE OF ORDINANCES OF SAID CITY TO INCREASE THE RATES FOR WATER DEPOSITS FOR SERVICES FURNISHED TO RESIDENTIAL OWNERS, RESIDENTIAL RENTERS AND COMMERCIAL AND BUSINESS CUSTOMERS AFTER AUGUST 1, 2021 CONTAINING SAVINGS CLAUSES; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION.

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

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

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

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

First, Division (A) of Section 52-12 of the Code of Ordinances of the City of Freeport, Texas, is hereby amended to read as follows:

"(1) Residential - \$100.00 per residential unit up to four units or up to \$250.00 for any frequent, recent, or

large delinquencies to be determined by the City Manager or his designee;

(2) Residential Senior Citizen - \$50.00;

(3) Commercial or Business - \$100.00 or such larger sum determined by the City Manager or his designee based on estimated usage; and

(4) Apartment Complex more than four units - \$50.00 per unit.

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

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

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

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

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

READ, PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

ATTEST:

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

APPROVED AS TO FORM ONLY:

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



## City Council Agenda Items # 8

**Title:** Consideration and possible action approving proposed Resolutions of appointments/re-appointments for the open positions on the Historical Commission and Main Street Board, and Charter Review Board.

**Date:** June 21, 2021

**From:** Tim Kelty, City Manager

---

**Staff Recommendation:**

Staff recommends selection of individuals and the approval of the proposed resolutions to appoint/re-appoint qualified individuals to serve on the above listed Boards and or Commissions.

**Item Summary:**

Terms have expired on each of the Boards and Commissions. These terms expired on May 31, 2021. Council appointed three members to the Historic Commission and Main Street Board to fill the four vacancies, leaving on position open. At the time of this memo the city has received applications from individuals who are interested in serving on these Boards and Commissions.

These are active volunteer boards in the city, and filling the vacancy is important to allow for full and representative discussion of important issues.

A summary list has been of expiring terms for each board, and list of interested applicants is attached to this memo

**Background Information:** None

**Special Consideration:** None

**Financial Impact:** None

**Supporting Documentation:** Summary list of expired board positions and applications received Resolutions for each Board, and Applications from each individual.

# 2021 Boards & Commissions Applications

## **BOARD OF ADJUSTMENTS**

**Up for reappointment**

**Submitted Applications**

[2 Positions open]

■ Tim Closs  
■ Roddy Mohler

## **HISTORICAL COMMISSION & MAIN STREET ADVISORY BOARD**

**Up for reappointment**

**Submitted Applications**

[2 Positions open]

Edmeryl Williams  
Jessie Parker

Edmeryl Williams  
Jessie Parker

## **CHARTER REVIEW BOARD**

**Up for reappointment**

**Submitted Applications**

[1 Positions open]

Donna Hayes



RESOLUTION NO. 2021-2694

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 JESSIE PARKER, and EDMERYL WILLIAMS board member(s) of The Freeport Historic Commission and Main Street Board of the City of Freeport, Texas ("the City") has expired, of the appointed term;

WHEREAS, the term of appointment of the above members(s) terminates on May 31, 2021;

WHEREAS, the City Council of the City desires to appoint the below named qualified person(S) as member(s) 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 re-appoints the following named qualified person(s) to the Freeport Historic Commission and Main Street Board of the City for a term of two (2) years which expires on May 31, 2023 and until a successor for such person shall have been appointed and qualified, to-wit.

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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

RESOLUTION NO. 2021-2695

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING QUALIFIED PERSON(S) TO THE CHARTER REVIEW 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 AMY CARRALES, DONNA HAYES, and RITA CUNDIEF named member(s) of The Charter Review Board of the City of Freeport, Texas ("the City") has expired, of the appointed term;

WHEREAS, the term of appointment of the above member(s) terminates on May 31, 2021 the City desires to appoint/re-appoint the below named qualified person(s) as member(s) of said committee.

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

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints or reappoints the following named qualified person(s) to the Charter Review Board of the City for a term of two (2) years which expires on May 31, 2023 and until a successor for such person shall have been appointed and qualified, to-wit.

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SECTION TWO (2): DUTIES

The above named appointee(s) shall perform all of the duties imposed on members of the Planning Commission of the City by law and the ordinances and resolutions of the City.

SECTION THREE (3): OATH OF OFFICE

Before engaging in the performance of the duties of office, each of such appointees shall take the Constitution Oath of Office as required by law.

READ, PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

ATTEST:

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



## 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:** June 21, 2021

**From:** Tim Kelty, City Manager

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**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 3<sup>rd</sup> 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:** Agreement, 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":

**CONSIDERING** their interest to strengthen the friendship ties and cooperation that join them;

**DISTINGUISHING** 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 through the proper legal framework;

**ACKNOWLEDGING** the efforts and contributions of the Brazoria County Hispanic Chamber of Commerce and the Consulate General of Mexico in Houston, 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 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 agreed by 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, Sportive 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, in full respect to their relevant legal powers, regulations and political and economic directives of their respective Governments.

The operation of this Agreement 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 Chancellery, as well as the bilateral departments determined by mutual agreement.

The "Parties" shall 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, acting as executing areas the following:

- On behalf of the City of Altamira, Tamaulipas of the United Mexican States, is designated the Secretariat of Economy;
- On behalf of the City of Freeport, Texas of the United States of America, is designated the City Manager.

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 the "Parties".

#### **ARTICLE VII Financing**

The "Parties" shall finance the activities of cooperation referred to in this Agreement with the resources assigned in their respective budgets, in accordance with their availability and the terms of their legislation. 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", shall be done in accordance with the applicable national legislation and must be duly identified, as well as its use or subsequent transfer. If any of the "Parties" 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 promote 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 an undefined period.

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 30 days in advance.

The termination of this Agreement shall not affect the completion of the activities of cooperation, formalized while it was in force.

Signed in the City of Freeport, Texas the \_\_\_\_\_ of \_\_\_\_\_ of \_\_\_\_\_,

Signed in the City of Altamira, Tamaulipas the \_\_\_\_\_ of \_\_\_\_\_ of \_\_\_\_\_,

in two original copies in the Spanish and English languages, both texts being equally authentic.

**FOR THE CITY OF ALTAMIRA,  
TAMAULIPAS OF THE  
UNITED MEXICAN STATES**

**FOR THE CITY OF FREEPORT, TEXAS  
OF THE UNITED STATES OF AMERICA**

\_\_\_\_\_  
**ALMA LAURA AMPARÁN CRUZ  
MAYOR**

\_\_\_\_\_  
**BROOKS BASS  
MAYOR**



## City Council Agenda Item #10

**Title:** Consideration of approving the renewal of annual general services contract for engineering with Freese and Nichols Engineering.

**Date:** June 21, 2021

**From:** Tim Kelty, City Manager

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**Staff Recommendation:**

Staff recommends approval of this contract renewal.

**Item Summary:**

Two years ago, following an extensive RFQ process and series of interviews, the city selected Freese and Nichols as the city engineer. The general services contract that was awarded was a one-year contract, which was renewed last year, and expires again at the end of this month. Freese and Nichols has proposed the attached one-year extension with essentially the same terms as previously adopted, but with an average of 5.7% increase in the hourly rate to be charged for future projects. Normally Freese and Nichols reviews their rate schedule and does an annual adjustment every February. In last year's renewal Freese and Nichols kept their rates the same for the City of Freeport and did not pass on any rate increases to the City.

**Background Information:**

The City's need for engineering services is wide and varied. It is important to utilize a professional and licensed engineer to ensure that things are done properly, projects are effectively scoped, knowledgeable reviewed, and improvements are designed in compliance with state regulations and best practices. Engineering services would be utilized by several departments including: Utilities, Streets/Drainage, Building & Code, Economic Development, Parks, and Administration.

With the exception of general document review, and general consultation or research; specific projects requiring extensive engineering design for bidding or other professional services would be approved via the task authorization form. Projects of such scope to require competitively bidding would continue to be brought to City Council for authorization prior to approving a task authorization.

Any task authorization previously approved and underway would continue under the prior hourly rates.

**Special Considerations:** None

**Financial Impact:**

There is no significant change to the terms of the agreement so there will be no change to the ongoing financial impact which is seen project by project.

**Board or 3<sup>rd</sup> Party recommendation:** None

**Supporting Documentation:** Agreement

**MASTER PROFESSIONAL SERVICES AGREEMENT  
CONTRACT TIME EXTENSION**

STATE OF TEXAS        §

COUNTY OF TARRANT §

This Agreement is entered into by City of Freeport, Texas, hereinafter called "Client" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the Agreements herein, the parties agree as follows:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with various projects. A detailed description of the various projects scope and fee will be outlined in Task Authorizations as services are requested by Client. FNI will not begin services until a Task Authorization is agreed upon between FNI and Client. A Task Authorization example is included as Attachment A.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with assigned Projects as set forth in the Task Authorization for each assignment. Client responsibilities and additional services are also to be as set forth in the Task Authorization for each assignment.
- III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement as set forth in Attachment CO. FNI shall perform professional services as outlined within each Task Authorization issued under this Master Agreement. Fees for services will be negotiated for each Task Authorization.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC shall govern the relationship between the Client and FNI.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and FNI, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and FNI and not for the benefit of any other party.

This Agreement constitutes the entire Agreement between Client and FNI and supersedes all prior written or oral understandings. **This Agreement is valid thru June 30, 2022 and may be extended by mutual agreement.**

This contract is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

**Freese and Nichols, Inc.**

**City of Freeport, Texas**

By: 

By: \_\_\_\_\_

Mehran (Ron) Bavarian  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

Date: May 25, 2021

Date: \_\_\_\_\_

ATTEST: 

ATTEST: \_\_\_\_\_



PROFESSIONAL SERVICES AGREEMENT – ATTACHMENT A  
TASK AUTHORIZATION

« CLIENT'S LEGAL NAME »

« ADDRESS 1 »

« ADDRESS 2 »

« CITY, STATE ZIP »

FNI PROJECT « PROJECT/PHASE/TASK »

DATE: « SELECT TO CHOOSE DATE »

Project Name: « Name of the Project »

Description of Services: « A description of the services ».

Deliverables: « Describe deliverables ».

Schedule: « Insert schedule ».

Compensation shall be: A « Choose an item. » amount of « Spell out amount of fee » \$0.00.

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

FREESE AND NICHOLS, INC.

« CLIENT'S LEGAL NAME »

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Print Name

Print Name

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



ATTACHMENT CO

**COMPENSATION**

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify CLIENT for CLIENT's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

<u>Position</u>	<u>Hourly Rate</u>
Professional - 1	\$113
Professional - 2	\$137
Professional - 3	\$156
Professional - 4	\$178
Professional - 5	\$209
Professional - 6	\$240
Construction Manager - 1	\$91
Construction Manager - 2	\$117
Construction Manager - 3	\$138
Construction Manager - 4	\$173
CAD Technician/Designer - 1	\$96
CAD Technician/Designer - 2	\$126
CAD Technician/Designer - 3	\$153
Corporate Project Support - 1	\$92
Corporate Project Support - 2	\$111
Corporate Project Support - 3	\$148
Intern/ Coop	\$57
Senior Advisor	\$175

**RATES FOR IN-HOUSE SERVICES AND EQUIPMENT:**

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>			
Standard IRS Rates			<u>B&amp;W</u>	<u>Color</u>	Valve Crew Vehicle (hour)	\$75
	Small Format (per copy)	\$0.10	\$0.25		Pressure Data Logger (each)	\$100
	Large Format (per sq. ft.)				Water Quality Meter (per day)	\$100
	Bond	\$0.25	\$0.75		Microscope (each)	\$150
	Glossy / Mylar	\$0.75	\$1.25		Pressure Recorder (per day)	\$200
	Vinyl / Adhesive	\$1.50	\$2.00		Ultrasonic Thickness Guage (per day)	\$275
	Mounting (per sq. ft.)	\$2.00			Coating Inspection Kit (per day)	\$275
	Binding (per binding)	\$0.25			Flushing / Cfactor (each)	\$500
					Backpack Electrofisher (each)	\$1,000
					<u>Survey Grade</u>	<u>Standard</u>
					Drone (per day)	\$200
					GPS (per day)	\$150
						\$50

**OTHER DIRECT EXPENSES:**

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

***These rates will be adjusted annually in February.***

**TERMS AND CONDITIONS OF AGREEMENT**

- 1. **DEFINITIONS:** The term Client as used herein refers to the City of Freeport, Texas. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents; also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Freese and Nichols pursuant to the Agreement.
- 2. **CHANGES:** Client, without invalidating the Agreement, may order changes within the general scope of the work required by the Agreement by altering, adding to and/or deducting from the work to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services under the Agreement, an equitable adjustment will be made by mutual agreement and the Agreement modified in writing accordingly.
- 3. **TERMINATION:** The obligation to provide services under this Agreement may be terminated by either party upon ten days' written notice. In the event of termination, FNI will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
- 4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
- 5. **INFORMATION FURNISHED BY CLIENT:** Client will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Client and Client agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to Client, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Client to FNI that FNI may reasonably discover in its review and inspection thereof.
- 6. **INSURANCE:** FNI shall provide to Client certificates of insurance which shall contain the following minimum coverage:
 

<b>Commercial General Liability</b>		<b>Workers' Compensation</b>
General Aggregate	\$2,000,000	As required by Statute
<b>Automobile Liability (Any Auto)</b>		<b>Professional Liability</b>
CSL	\$1,000,000	\$3,000,000 Annual Aggregate
- 7. **SUBCONTRACTS:** If, for any reason, at any time during the progress of providing Services, Client determines that any subcontractor for FNI is incompetent or undesirable, Client will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Client.
- 8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports data and other project information developed in the execution of the Services provided under this Agreement shall be the property of the Client upon payment of FNI's fees for services. FNI may retain copies for record purposes. Client agrees such documents are not intended or represented to be suitable for reuse by Client or others. Any reuse by Client or by those who obtained said documents from Client without written verification or adaptation by FNI will be at Client's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and Client shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Client, and FNI shall indemnify and hold harmless Client from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
11. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish Construction Representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will endeavor to protect Client against defects and deficiencies in the work of Contractors; FNI will report any observed deficiencies to Client, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except his own employees or agent) at the Project site or otherwise performing any of the work of the Project. If Client designates a person to serve in the capacity of Resident Project Representative who is not a FNI's employee or FNI's agent, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in writing and made a part of this Agreement before the Construction Phase of the Project begins.
12. **PAYMENT:** Progress payments may be requested by FNI based on the amount of services completed. Payment for the services of FNI shall be due and payable upon submission of a statement for services to CLIENT and in acceptance of the services as satisfactory by the CLIENT. Statements for services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If CLIENT fails to make any payment due FNI for services and expenses within thirty (30) days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of one percent (1%) per month from said thirtieth (30th) day, and, in addition, FNI may, after giving seven (7) days' written notice to CLIENT, suspend services under this Agreement until FNI has been paid in full, all amounts due for services, expenses and charges.

13. **ARBITRATION:** No arbitration arising out of, or relating to, this Agreement involving one party to this Agreement may include the other party to this Agreement without their approval.
14. **SUCCESSORS AND ASSIGNMENTS:** CLIENT and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and FNI are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

Neither CLIENT nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of services hereunder.

15. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this Agreement. Should there be any conflict between the Purchase Order and the terms of this Agreement, then this Agreement shall prevail and shall be determinative of the conflict.



## City Council Agenda Item #11

**Title:** Consideration and possible action on task authorization #17 with Freese and Nichols Engineering, for engineering and design, for bidding and construction of rehabilitation on Sanitary Sewer lift Stations #3, 4, 14.

**Date:** 06/21/2021

**From:** Tim Kelty, City Manager

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**Staff Recommendation:** Staff recommends authorizing the City Manager to approve Freese and Nichols to move forward with this Task Order.

**Item Summary:** Task Authorization #17 is for the Survey, Design, Bidding and Construction oversight and review for the rehabilitation and overhaul of Sanitary Sewer lift Stations #3, #4, & #14. The total Cost of this authorization is \$152,263. It is estimated to take 3-4 months for design, so if engineering begins this month, Construction is expected to commence in October, 2021.

**Background Information:** Last year Freese and Nichols completed an evaluation of all 29 sanitary sewer lift stations. Under their findings, they reported that lift station 3, 4, and 14 were in "Very Poor" condition and were rated as having a "High Impact" on the collection system. As a result, it was critical that the city undertake work to rehab these stations as soon as possible. The total estimated cost of the rehabilitation of the 3 lift stations at the time the report was prepared was \$1,025,850.

**Special Consideration:**

Freese and Nichols identified in their report that 17 lift stations were considered to be in "Very Poor" condition. The City has already proceeded with rehab of 2 of those identified, the remaining lift stations were characterized as having Very Low, Low, or Moderate impact to the Collection system, and six of those stations that had moderate impact will be programed for rehab in the next few years.

**Board or 3<sup>rd</sup> Party recommendation:** None

**Financial Impact:** The cost of this task order is \$152,263. The total estimated cost of this project is \$1,025,850. Funding for this project is planned to come from the \$5M bond issue recently approved by City Council. This Task Authorization would proceed under the terms and costs in the 2020 Freese and Nichols General Services agreement.

**Supporting Documentation:** Freese and Nichols task authorization #17



PROFESSIONAL SERVICES AGREEMENT – ATTACHMENT A  
TASK AUTHORIZATION

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

FNI PROJECT  PROJECT/PHASE/TASK   
DATE: 6/17/2021

This authorization is in accordance with the terms and conditions outlined in the Master Agreement executed on June 17, 2019 and expires on June 30, 2021.

**Project Name:** Lift Station No. 3, 4 & 14 Rehab

**Description of Services:** Services are described in Attachment B.

**Deliverables:** 60% Design, 90% Design and 100% Design submittals.

**Schedule:** 60% Design documents to be provided 60 days after Notice to Proceed. 90% Design documents to be provided 40 days after receipt of City comments on 60% submittal. 100% Design documents to be provided 15 days after receipt of City comments on 90% submittal.

**Compensation shall be:** A lump sum amount of One Hundred Fifty-Two Thousand Two Hundred Sixty-Three Dollars (\$152,263.00).

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

**FREESE AND NICHOLS, INC.**

**CITY OF FREEPORT, TEXAS**

BY: 

BY: \_\_\_\_\_

Mehran (Ron) Bavarian, PE  
Print Name

\_\_\_\_\_  
Print Name

TITLE: Associate

TITLE: \_\_\_\_\_

DATE: 6-17-21

DATE: \_\_\_\_\_

**City of Freeport**  
**Lift Station No. 3, 4 & 14 Rehab**  
**Task Order # 17**

**SCOPE OF SERVICES**

**Project Understanding:**

Freese and Nichols, Inc. (FNI) will provide design, bid, and construction phase services for the rehabilitation of Lift Stations No. 3, 4 and 14 for the City of Freeport (City). Assessment and recommendations for improvement were provided by FNI as part of the Lift Station Risk Based Assessment report submitted in April 2020.

**ARTICLE I**

**TASK A: FINAL DESIGN**

1. Project Management - FNI will provide overall project management of team members, quality control/quality assurance, and monthly reporting. FNI will perform one (1) site visit to verify site conditions. FNI will review available as-built plans to incorporate into the design.
2. Lift Station Rehab Design - FNI will prepare drawings, specifications, and construction contract documents of the proposed improvements including:
  - Lining of the Lift Station No. 3, 4 & 14 wet wells
  - Rehabilitation of existing lift station with 2 pumps, incl. hatches, piping, valves, vents, fittings, floats and all other appurtenances for Lift Station No. 3, 4 & 14.
  - Structural repair of the pump house for Lift Station No. 14
  - Recoating of building for Lift Station No. 14
  - Site restoration for Lift Station No. 3, 4 & 14
  - Electrical system installation Lift Station No. 3, 4 & 14
  - Preparation of bypass pumping requirements for construction. Lift Station No. 3, 4 & 14
3. Prepare Opinion of Probable Construction cost at each design deliverable.
4. FNI will provide one bid package for the lift station rehabs. Deliverables will be provided at 60% and 90% for review and 100% to issue for bids.
5. Furnish City three (3) sets of printed copies and one (1) electronic copy (.pdf format) of drawings, specifications, and bid proposals marked "Preliminary" for approval by City, for each design submittal as described above. Upon final approval by City, FNI will provide City one (1) set of reproducible "Final" drawings and one (1) loose set of specifications for reproduction by City.

Assumptions:

1. SCADA improvements are not included in this project. The existing SCADA panels at Lift Station 3, 4, and 14 were replaced in 2015 and are to be reused for this project.
2. Studies for compliance with TCEQ Chapter 317 portable generator is not included in this proposal. This is considered additional services.
3. One site visit is included to gather pertinent data for design.

**TASK B: BID PHASE**

Upon completion of the design services and approval of "Final" drawings and specifications by City, FNI shall provide professional services in this phase as follows:

1. Assist City in securing bids. Issue a Notice to Bidders to prospective contractors and vendors listed in FNI's database of prospective bidders, and to selected plan rooms. Provide a copy of the notice to bidders for City to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by City.
2. Print Bid Documents and distribute to selected plan rooms, and to prospective bidders that respond to the Notice to Bidders.
3. Maintain information on entities that have been issued a set of bid documents. Distribute information on plan holders to interested contractors and vendors on request.
4. Assist City by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
5. At City request, FNI will assist City in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by City. Pre-qualification of all prospective bidders and issuing a list of eligible bidders prior to the bid opening is an additional service.
6. Assist the City in conducting a pre-bid conference for the construction projects and coordinate responses with City. Response to the pre-bid conference will be in the form of addenda issued after the conference. Attend the tour of the project site after the pre-bid conference.
7. Assist City in the preparation of Construction Contract Documents for construction contracts. Provide five (5) sets of Construction Contract Documents which include information from the apparent low bidders bid documents, legal documents, and addenda bound in the documents for execution by the City and construction contractor. Distribute two (2) copies of these documents to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide City with the remaining three (3) copies of these documents for use during construction. Additional sets of documents can be provided as an Additional Service.
8. Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.



### **TASK C: CONSTRUCTION PHASE**

Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase general representation services as described below.

In performing these services, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of FNI's standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures are an additional service. If General Conditions other than FNI's standard are used, the Client agrees to include provisions in the General Conditions that require Contractor to include FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by Contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the Contractor's indemnification provisions where the City is named as an indemnified party.

1. Assist City in conducting pre-construction conference(s) with the Contractor(s), review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract, and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.
2. Establish communication procedures with the City and contractor. Submit (insert frequency; i.e. monthly, bi-monthly, quarterly, etc.) reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, cash flow, construction schedule and pending and approved contract modifications.
3. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
4. Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
5. Make 12 visits to the construction site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the City against defects and deficiencies

in the work of Contractors and will report any observed deficiencies to City. Visits to the site in excess of the specified number are an Additional Service.

6. Notify the City of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
7. Coordinate the work of testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality control of the Project. The cost of such quality control shall be paid by City and is not included in the services to be performed by FNI.
8. Interpret the drawings and specifications for City and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by City, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
9. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the City to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the City. Documentation of field orders, where cost to City is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the City are an additional service. Substitutions of materials or equipment or design modifications requested by the City are an additional service.
10. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the City on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the City if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of FNI are an additional service.
11. Conduct, in company with City's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two (2) trips are an Additional Service.
12. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Furnish Client three (3) sets of printed copies and one (1) electronic copy (.pdf format) of "Record Drawings."

#### **TASK D: TOPOGRAPHIC SURVEY**

Provide limited topographic survey at each lift station. Survey will verify invert elevations for incoming sewers, natural ground elevations, limits of pavement and fencing at each lift station and top of slab elevations.

**Summary of Meetings & Presentations**

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

**Summary of Deliverables**

1. 60% Design
2. 90% Design
3. 100% Design

**Summary of Schedule**

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

1. 60% Design - 60 Days after Notice to Proceed
2. 90% Design - 40 Days after receiving City Comments on 60% Design
3. 100% Design - 15 Days after receiving City Comments on 90% Design

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

**Summary of Fee**

FNI shall perform the proposed scope of services based on rates based on those set in the Master Agreement. FNI proposes to conduct the design of Lift Station No. 3, 4 & 14 Rehab for a lump sum fee of \$152,263. A breakdown of the fee by task is the following:

City of Freeport Lift Station No. 3, 4 & 14 Rehabilitation Summary of Fee by Task	
TASK A: FINAL DESIGN	\$111,094
TASK B: BID PHASE	\$9,348
TASK C: CONSTRUCTION PHASE	\$26,871
TASK D: TOPOGRAPHIC SURVEY	\$4,950
<b>Project Total</b>	<b>\$152,263</b>

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**From:** Mike Wilson <mwilson@wilsonsurvey.com>  
**Sent:** Tuesday, June 15, 2021 5:27 PM  
**To:** Erik Lopez  
**Subject:** Re: Request for Survey Proposal - Freeport Lift Stations

**This is an email from an EXTERNAL source. DO NOT click links or open attachments without positive sender verification of purpose. Never enter USERNAME, PASSWORD or sensitive information on linked pages from this email.**

Erik,

Using specifications similar to the scope of work I prepared for the Kirby Water Plant, the cost for each Lift Station Site will be \$1,500.00. Please let me know if you will need an actual written narrative.

**Fee = 3 sites @\$1500 = \$4,500**

Thanks,  
Mike

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

**From:** Erik Lopez  
**Sent:** Tuesday, June 15, 2021 4:58 PM  
**To:** Mike Wilson  
**Subject:** RE: Request for Survey Proposal - Freeport Lift Stations

Hey Michael,

I wanted to follow up to see if you were able to complete or what is the status of that survey proposal I requested yesterday. If you have any other questions or comments, please let me know.

Thanks,





## City Council Agenda Item #12

**Title:** Consideration of and possible action for approval of Concrete Streets to move forward in Annual Street improvements planning

**Date:** June 21, 2021

**From:** Tim Kelty, City Manager

**Staff Recommendation:**

Staff recommends Council identify those streets that it would like to have added to the list of concrete streets to be engineered and designed so that they can be put out for bidding and awarded for construction.

**Item Summary:**

The following Concrete Streets were previously identified for consideration in the 2021/2022 Street rehabilitation program:

Ward	Existing Pavement	Street	From -To	Miles	SQ FT	Contract Concrete	C&G
A/B	Concrete	12th	Velasco to Magnolia	0.3409	46,800	\$842,400	Yes
A/B	Concrete	11th	Velasco to Magnolia	0.3409	46,800	\$842,400	Yes
B	Concrete	W. 9th	Yaupon to Dixie	0.1515	19,200	\$345,600	Yes
C	Concrete	N Ave. G	Travis to Yellowstone	0.2273	28,800	\$518,400	Yes

Engineering			<b>\$382,320</b>
Related W/S rehab			<b>\$100,000</b>

The streets identified above are in no way fixed and may be changed by Council. These are presented because they have been previously identified by staff as being in significantly poor condition and warrant attention. That does not mean other streets are also not worth considering. It is recommended that the city Council assign up to \$2 million in total in additional concrete streets for the 2021/2022 street program.

Once streets are approved by Council to move forward, a task authorization for engineering will be presented to City Council for consideration.

**Background Information:**

Earlier this year Council approved a list of approximately \$2 million in concrete streets that are currently being engineered by Freese and Nichols. It is anticipated that a construction contract for those streets will be awarded late this year and will take approximately 6 months to complete. It is staffs desire to have construction of this new set of concrete streets timed to commence with the completion of those streets currently being designed. The city will seek bids for this work based on square foot charge for concrete repairs and will bring the contract for work back to council for future consideration when it is secured.

**Special Considerations**

Decision at this meeting will be affected by discussion had at the strategic planning session on Saturday June 19<sup>th</sup>.

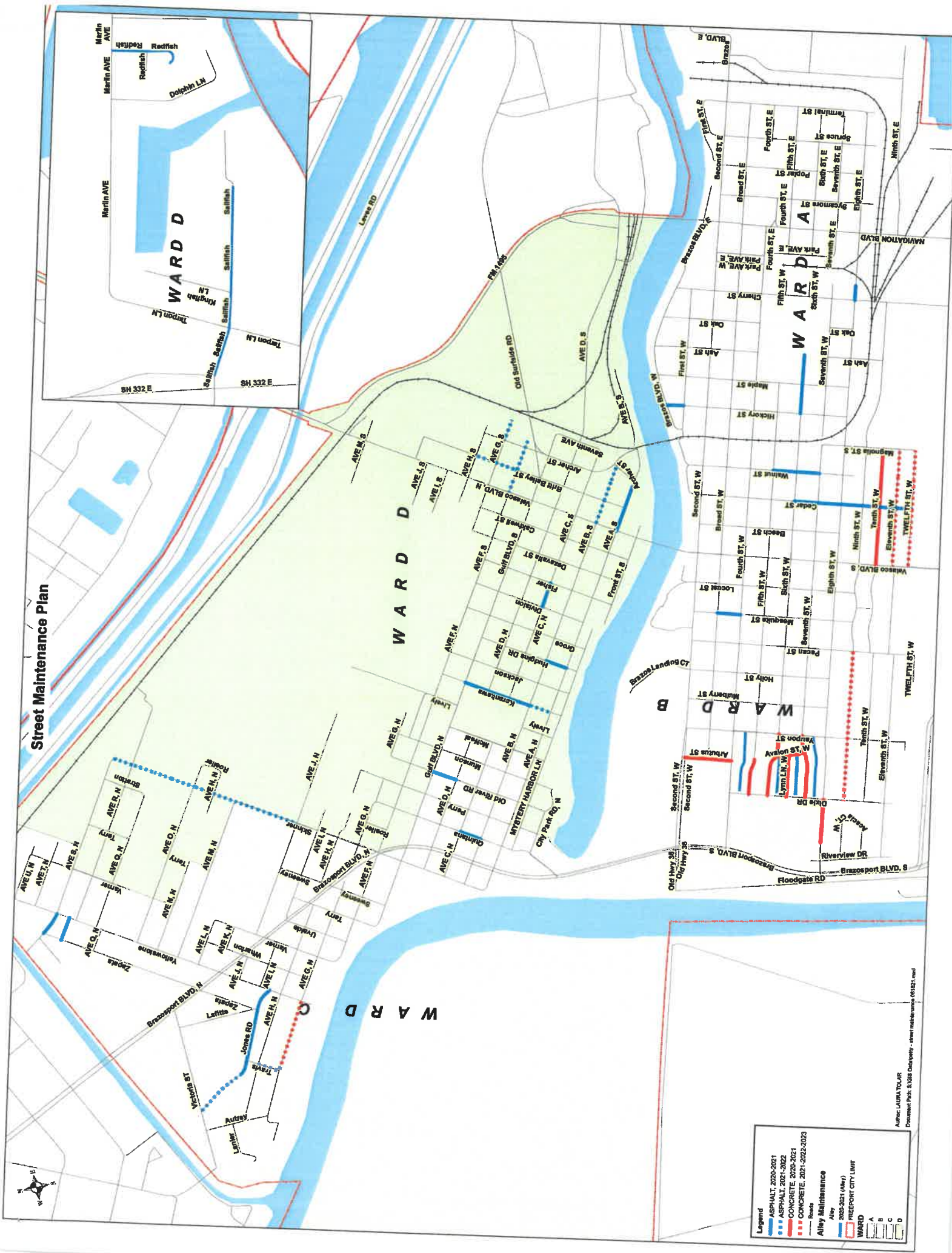
**Financial Impact:**

The cost for this project would be covered by a portion of the \$8 million certificate of obligation issued last year and supplemented with General Fund pledged in the 2021-2022 annual budget.

**Board or 3<sup>rd</sup> Party recommendation:** None

**Supporting Documentation:** Map of previously discussed streets

# Street Maintenance Plan



**Legend**

- ASPHALT, 2020-2021
- ASPHALT, 2021-2022
- CONCRETE, 2020-2021
- CONCRETE, 2021-2022-2023

**Roads**

- Alley
- 2020-2021 (AWR)
- FREEPORT CITY LIMIT

**WARD**

- A
- B
- C
- D

AUTHOR: LAURA TOLAR  
 Document Path: S:\GIS\Display - street maintenance\_051821.mxd





## City Council Agenda Item #13

**Title:** Freeport Tax Increment Reinvestment Zone Number One (1) Chairman Appointment

**Date:** June 21, 2021

**From:** Courtland Holman, Executive Director

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**Staff Recommendation:**

Staff recommends that City Council (the “Council”) appoint a Chairman for Freeport Tax Increment Reinvestment Zone Number One (1) (the “TIRZ 1”) in order to allow the board to conduct business as authorized by Council.

**Item Summary:**

In order to implement the purposes for which the “TIRZ 1” was formed, as set forth in Ordinance No. 2019-2590 approved on December 2, 2019, creating the TIRZ 1, the City of Freeport, Texas (the “City”) may issue obligations to finance all or part of the cost of implementing the “project plan” for the Zone as defined in the Tax Increment Financing Act of the Tax Code, Chapter 311, Vernon's Texas Codes Annotated (the “Act”).

**Background Information:**

In September Travis James of TXP was hired by the FEDC and City to explore and develop TIRZ 1 by end of 2019 calendar year. Both City Manager Tim Kelty and Executive Director Courtland Holman of the FEDC have met with Travis during the last few months in development of the TIRZ 1 as well as talked to City Council on the merits of a TIRZ 1 to incentive development within our Downtown and under performing or blighted areas in the TIRZ 1.

On December 2, 2019 the Council approved the creation of TIRZ 1 appointing the FEDC Board as TIRZ 1 board. As other taxing entities joint the TIRZ 1 a board member from that taxing entity will have a voting seat on the board.

In March 2021 Brazoria County joined the TIRZ #1 at 40% and will select a member to serve on the TIRZ #1 board.

Per the TIRZ #1 By-Laws each year the City Council shall annually designate one (1) member of the Board of Directors to serve as chairman for a one (1) year term that begins on July 1st of that year. The Board of Directors shall elect from its members a vice chairman to preside in the absence of the chairman or when there is a vacancy in the office of chairman. The Board of Directors may elect other officers as it considers appropriate.

**Special Considerations:**

**Financial Impact:**

None

**Supporting Documentation:**

None

## Directors Notes

May 10 through June 18, 2021

### Week of May 10

Meeting with Brazosport Medical Clinic Board with Representative from Project Sky High to discuss relocation of the clinic to a larger location in the Downtown area.

FEDC Board Meeting

SBA Partnership Zoom meeting

Meeting with Martha Gomez with City Manager regarding a Food Truck development concept on City Property. Informed Martha on various aspects of development. City currently awaiting if she will proceed.

Meeting with Mr. Montoia and other on soccer field development in Freeport in order to continue with their league creation for low cost play. They will possibly be losing their field that is in need of repair. They will first need to talk to the city before asking for potential funding from FEDC.

### Week of May 17

Meeting with Newquest development group in Tim's office regarding possible retail development on Brazosport Blvd and other locations. I have supplied them with information on demographics.

Conference call with a firm (Larson REI and White Wave Capital) regarding development of an RV Park that was not within Freeport jurisdiction but this led to discussion development of Apartment complex. They will be flying out from New York first week of June to meet with me and tour city.

Meeting with Jim Maddox on housing development in Freeport and some retail development. Needed more information on two properties that I will need help from Building Department.

City Staff meeting.

Conference call with Project Sky High

Meeting with Nicole and David at the 208 – 212 W. Park Properties.

HREDA Zoom meeting.

#### Week of May 24

Meet with Davis AC and Heating to obtain quote for upgrade or repair of HVAC. In order to give quote after meeting with them the power will need to be turned on for them to assess if unit will handle load assuming it is a restaurant.

At Jeff's request set up meeting with Clinton Wong to discuss developments especially the 13 acre housing and 10 acre retail. Meeting was set up for Friday.

Meet with Luycx Plumbing at 212 W Park Street on 25<sup>th</sup> and 26<sup>th</sup>. Had them scope the sewer line with a camera. Found that the clay line 5 feet from back of fence line connecting to Concrete line has collapsed. I have asked for a quote to repair.

Zoom meeting with various members and firms that would build and occupy the FEDC 8 Acres under Project Sky High. Tim was part of the 2 hour conference call.

Meeting with a Nano Tech Firm and Project Sky High. This is a nano tech firm that kills bacteria and viruses. Project Sky High is bringing them to Freeport from another country and has been in discussion for about 1 year.

Meeting with TxDot at the Brazosport Chamber of Commerce. Tim attended as well.

#### Week of May 31

Jeff and I had a meeting with Len of W-Fiber City on getting a quote to install WiFi in downtown on Park Street.

Meeting with Developer and Investors Jeff Guo, Paul Larson and Ian Starkey regarding Apartment Complex. I toured them through the city. They develop retail as well.

SBA Houston Partners meeting

Week of June 7

City Council Meeting

FEDC Board Meeting, no quorum

City Staff Meeting

Luncheon with Hispanic Chamber of Commerce to hear speaker from the Census Bureau. The chamber will be setting up additional meetings with all EDC's and the Census Bureau to understand how to find information as they have changed their systems.

Received Records request from Mr. Kirk Pasqual from Realty World.

Week of June 14

Mostly working on records request

Tour GHP and an industrial group from Pakistan that needs to find property near a Ethelene line and Brine source

Finish Board packet.

Attend Museum Board Meeting and Main Street Presentation

Work on TIRZ Board Agenda for July 1 after city council appoints Chairman on Monday June 21.

Attend Mexican Consulate grand opening of new consulate in Houston.



## Finance, Court & Water Departments

**Title:** Monthly Report for May 2021

**Date:** June 10, 2021

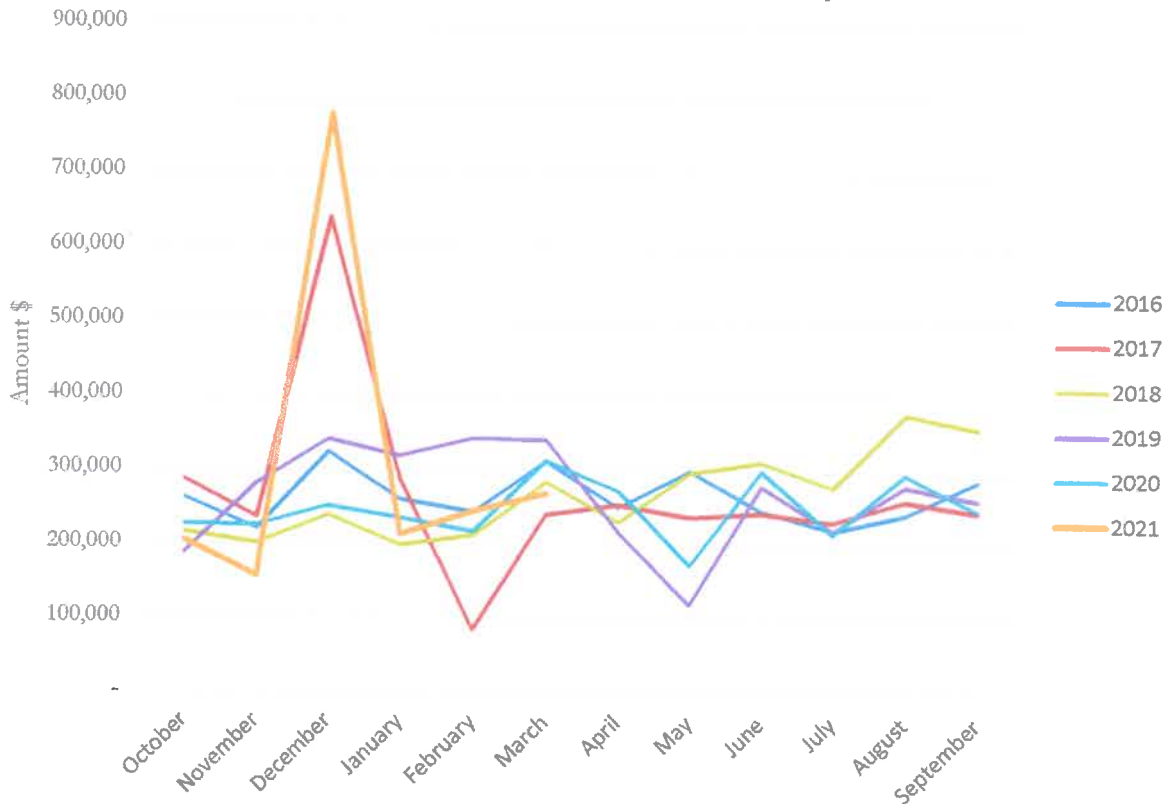
**From:** Cathy Ezell, Finance Director

### Budget vs. Actuals for April

**The General Fund:**

The revenues collected for the General fund as of May 31, 2021 are \$12,356,830 or 70.62 % of the total budgeted revenues. See the attached Monthly Financial Report for more details.

**Comparison of Sales Tax Revenue by Year**



The expenditures for the General Fund as of May 31, 2021 are \$10,736,787 or 60.75% of the budgeted expenditures. See the attached Monthly Financial Report for more detail.

The revenues exceed the expenditures by \$1,620,042. The fund balance or reserves of the General Fund as of May 31, 2021 is \$8,032,431. This is 45.45% of the expenditure budget.

### **Water & Sewer Fund**

The revenues for the Water & Sewer Fund as of May 31, 2021 are \$3,623,964 or 53.13% of the budgeted revenues. See the attached Monthly Financial Report for more detail.

The expenditures for the Water & Sewer Fund as of May 31, 2021 are \$3,326,192 or 51.27% of the budgeted expenditures. See the attached Monthly Financial Report for more detail.

The revenues exceed the expenditures by \$297,772. The fund balance or reserves for the Water & Sewer Fund as of May 31, 2021 is \$280,169. This fund balance is only 4.32% of the operating expenditures.

### Water Department

The Water Department began addressing the delinquent accounts in April. April 21, 2021, was the first-time services had been disconnected for non-payment since March 2020. We finished the back-billing process with May's billing for any account that had to be back billed base upon documentation provided by the customers.

### Municipal Court

The Municipal Court Clerk started this month. Municipal Court will begin working on the backlog of cases due to COVID.

### Other

In May we continued preparing and setting up the financial information migration from Incode 9 to Incode 10. This portion of the software upgrade should be completed in early July. Then we will move to the other applications (utility billing, cash receipting, court and payroll).

City of Freeport  
Monthly Financial Report  
As of May 31, 2021  
General Fund

	FY2020 Actuals	Adopted FY2021 Budget	Amended FY2021 Budget	Year to Date Actual	% YTD Budget
Beginning Fund Balance	\$ 9,875,699	\$ 5,407,167	\$ 6,412,389	\$ 6,412,389	
<b>Revenues</b>					
EMS	\$ 623,294	\$ 540,805	\$ 540,805	\$ 390,065	72.13%
Property Taxes	2,581,162	2,764,154	2,764,154	2,519,493	91.15%
Industrial Taxes	7,640,258	7,967,460	8,090,088	5,309,128	65.63%
Sales Tax	1,988,720	1,900,000	1,900,000	1,244,992	65.53%
Franchise & Other Taxes	630,750	635,826	664,739	417,241	62.77%
Permits	108,930	104,591	104,591	133,380	127.52%
Charges for Services	928,460	942,000	942,000	623,222	66.16%
Recreation/Rental	56,734	105,494	105,494	13,232	12.54%
Golf	520,156	528,900	528,900	464,975	87.91%
Municipal Court	115,437	301,800	301,800	119,794	39.69%
Grants	380,188	124,700	820,280	719,924	87.77%
Lease Income	252,566	282,574	282,574	107,757	38.13%
Miscellaneous	267,844	343,700	451,230	293,627	65.07%
<b>Total Revenues</b>	<b>16,094,497</b>	<b>16,542,004</b>	<b>17,496,655</b>	<b>12,356,830</b>	<b>70.62%</b>
<b>Expenditures</b>					
Administration	\$ 1,806,861	\$ 1,934,544	\$ 1,967,980	\$ 1,099,840	55.89%
Service Center	181,985	222,087	225,292	128,035	56.83%
Municipal Court	167,939	179,246	179,246	126,190	70.40%
Police	4,527,975	4,837,671	4,826,671	2,845,643	58.96%
Fire	1,204,723	1,362,903	1,377,314	921,361	66.90%
EMS	789,113	907,998	907,998	473,465	52.14%
Emergency Management	40,000	-	348,078	253,744	72.90%
Code Enforcement	311,613	378,836	481,836	231,382	48.02%
Building	310,170	334,982	334,982	177,141	52.88%
Garbage Collection	980,664	992,453	992,453	550,174	55.44%
Street & Drainage	1,327,279	1,325,978	1,325,978	793,593	59.85%
Beach Fund Expense	14,381	10,000	10,000	18,285	182.85%
Historical Museum	239,630	378,302	378,302	179,246	47.38%
Sr Citizens Commission	7,350	10,250	10,250	489	4.77%
Library	22,825	55,700	170,025	160,183	94.21%
Parks	1,235,545	1,359,186	1,360,426	695,111	51.10%
Golf	965,703	1,128,041	1,128,041	635,114	56.30%
Recreation	330,700	583,200	583,200	227,015	38.93%
Interfund Transfer to	5,143,351	1,200,676	1,216,676	1,394,293	114.60%
Interfund Transfer from	(50,000)	(150,000)	(150,000)	(173,520)	115.68%
<b>Total Expenditures</b>	<b>19,557,806</b>	<b>17,052,053</b>	<b>17,674,748</b>	<b>10,736,787</b>	<b>60.75%</b>
<b>Revenue Over/(Under) Expenditures</b>	<b>\$ (3,463,309)</b>	<b>\$ (510,049)</b>	<b>\$ (178,093)</b>	<b>\$ 1,620,042</b>	
Ending Fund Balance	\$ 6,412,389.16	\$ 4,897,118	\$ 6,234,296	\$ 8,032,431	



**City of Freeport  
Monthly Financial Report  
As of May 31, 2021  
Water Sewer Fund**

	FY2020 Actuals	Adopted FY2021 Budget	Amended FY2021 Budget	Year to Date Actual	% YTD Budget
Beginning Fund Balance	\$ 141,747	\$ 564,401	\$ (17,603)	\$ (17,603)	
<b>Revenues</b>					
Interlocal Revenue	\$ 7,254	\$ 4,000	\$ 4,000	\$ -	0.00%
Interest	383	4,500	4,500	107	2.37%
Misc Income	-	-	-	28	N/A
Misc Income Return Checks	1,270	1,600	1,600	305	19.06%
Utility Reimbursements	75,828	46,802	46,802	89,550	191.34%
Community Dev Grant	12,324	-	165,604	-	0.00%
Grant Revenue-Emergency P	-	-	-	(58,143)	N/A
FEMA Reimbursement	3,186	-	-	-	N/A
Cash Over or Short	185	-	-	(0)	N/A
Water Revenue	2,786,937	4,007,820	4,007,820	2,065,530	51.54%
Water Revenue - Misc	200	-	-	65	N/A
Sewer Revenue	1,810,914	2,471,120	2,471,120	1,465,427	59.30%
Sewer Revenue - Misc	3,123	-	-	-	N/A
Sewer Surcharge	1,281	-	-	229	N/A
Water Tap Fee	14,050	35,000	35,000	7,900	22.57%
Sewer Tap Fee	-	-	-	-	N/A
Bad Debt Write-Off	1,905	-	-	2,422	N/A
Connect & Disconnect Fees	90,714	85,000	85,000	50,545	59.47%
<b>Total Revenues</b>	<b>4,809,553</b>	<b>\$ 6,655,842</b>	<b>\$ 6,821,446</b>	<b>\$ 3,623,964</b>	<b>53.13%</b>
<b>Expenditures</b>					
Salaries	\$ 86,802	\$ 95,703	\$ 95,703	\$ 61,330	64.08%
Benefits	40,001	38,361	38,361	24,991	65.15%
Supplies	37,623	27,546	27,546	28,610	103.86%
Services	5,381,980	5,344,470	5,749,114	3,012,849	52.41%
Maintenance	12,986	9,258	9,258	14,925	161.21%
Sundry	240	25,716	25,716	328	1.28%
Capital Outlay	409,271	210,000	391,302	33,159	8.47%
Transfer to General Fund	-	-	150,000	150,000	100.00%
Transfer from General Fund	(1,000,000)	-	-	-	N/A
<b>Total Expenditures</b>	<b>\$ 4,968,903.44</b>	<b>\$ 5,751,054</b>	<b>\$ 6,487,000</b>	<b>\$ 3,326,192</b>	<b>51.27%</b>
<b>Revenue Over/(Under) Expenditures</b>	<b>\$ (159,350)</b>	<b>\$ 904,788</b>	<b>\$ 334,446</b>	<b>\$ 297,772</b>	
Ending Fund Balance	\$ (17,603)	\$ 1,469,189	\$ 316,843	\$ 280,169	

## Monthly Golf Course Report May2021

As we saw for the month of May one of our biggest revenue determining factors is Mother Nature. The first half of the month was well above track for our revenue goals but the last two weeks we received 18.75" of rain and were closed for 9 straight days. Good news is we still finished above our goal by \$4,902.00. A strong month for merchandise and membership were the key areas that helped surpass our goal. I will attach our charts to show our revenue categories and goals, as well as comparisons from previous years.

As we move more into summer we have a few local fundraising tournaments, as well as our Club Championship, and Brazos Cup.

As we move into June which is normally one of our busier months we will focus on getting the course back into shape from all the rain we have gotten, focus on our summer youth clinic and outings, and continue to try and reach a goal of 30,000 rounds for the fiscal year.

Thank you.

Brian

**Golf Course Goals vs Actuals FY2020-2021**

**Goal**

Category	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Totals
Green Fee	11,000	10,000	11,000	10,000	10,000	15,000	16,000	16,000	16,000	14,000	13,000	13,000	155,000
Rec(taxable)	0	0	0	0	0	0	0	0	0	0	0	0	0
Golf Cart	5,000	5,000	4,000	4,000	4,000	6,000	7,000	7,000	7,000	7,000	7,000	7,000	70,000
Merchandise	7,000	7,000	7,000	6,000	6,000	10,000	10,000	10,000	10,000	9,000	9,000	9,000	100,000
Prep Food	700	700	700	600	600	1,000	1,000	1,000	1,000	900	900	800	9,900
Beer Sales	4,500	4,500	4,500	3,000	3,000	6,000	8,000	7,500	7,500	5,500	5,500	4,300	63,800
Drinks/Chips	2,000	2,000	1,500	1,500	1,500	3,000	4,000	4,000	4,000	4,000	4,000	3,700	35,200
Memberships	9,000	9,000	9,000	10,000	8,000	7,000	7,000	8,000	7,000	7,000	7,000	7,000	95,000
<b>Total</b>	<b>\$39,200</b>	<b>\$38,200</b>	<b>\$37,700</b>	<b>\$35,100</b>	<b>\$33,100</b>	<b>\$48,000</b>	<b>\$53,000</b>	<b>\$53,500</b>	<b>\$52,500</b>	<b>\$47,400</b>	<b>\$46,400</b>	<b>\$44,800</b>	<b>\$528,900</b>

**Actual**

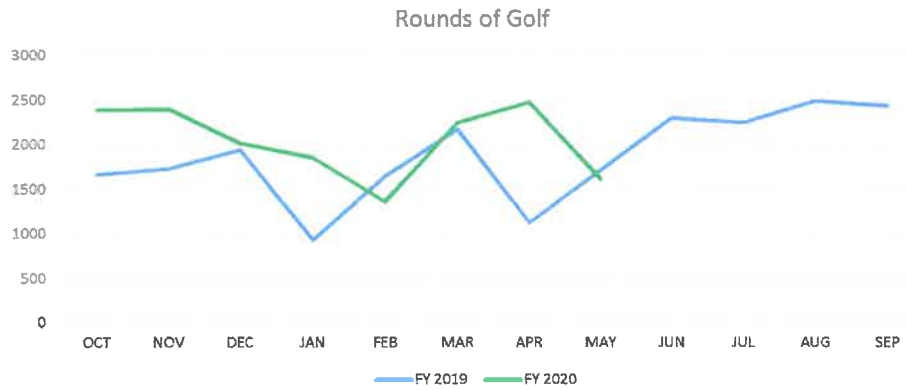
Category	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Totals
Green Fee	14,725	19,681	16,428	15,801	10,601	17,516	18,349	15,656					128,756
Rec(taxable)	0	0	0	0	0	0	0	0					
Golf Cart	12,185	11,612	8,991	8,600	5,004	9,860	10,455	6,703					73,410
Merchandise	12,526	12,831	10,543	11,508	10,840	17,488	21,064	14,504					111,303
Prep Food	521	677	371	535	458	845	1,083	1,192					5,682
Beer Sales	6,890	7,970	6,845	4,856	3,535	6,310	7,302	5,615					49,323
Drinks/Chips	2,985	2,391	1,758	1,813	1,376	2,527	2,953	2,436					18,239
Memberships	12,372	9,472	11,994	13,538	9,637	13,145	14,581	12,295					97,034
<b>Total</b>	<b>\$62,203</b>	<b>\$64,634</b>	<b>\$56,927</b>	<b>\$56,652</b>	<b>\$41,451</b>	<b>\$67,691</b>	<b>\$75,787</b>	<b>\$58,402</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$483,747</b>

<b>Over/Under</b>	<b>\$23,003</b>	<b>\$26,434</b>	<b>\$19,227</b>	<b>\$21,552</b>	<b>\$8,351</b>	<b>\$19,691</b>	<b>\$22,787</b>	<b>\$4,902</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$145,947</b>
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Category	Prior Year	Goal	Actual	Difference
Green Fee	3,471	16,000	15,656	-344
Rec(taxable)	0	0	0	0
Golf Cart	1,395	7,000	6,703	-297
Merchandise	6,020	10,000	14,504	4,504
Prep Food	34.00	1,000	1,192	192
Beer Sales	2,910	7,500	5,615	-1,885
Drinks/Chips	1,178	4,000	2,436	-1,564
Memberships	13,935	8,000	12,295	4,295
<b>Total</b>	<b>28,943</b>	<b>53,500</b>	<b>58,401</b>	<b>4,901</b>

Rounds of Golf

Month	FY 2019	FY 2020
OCT	1668	2396
NOV	1731	2407
DEC	1947	2022
JAN	931	1860
FEB	1649	1364
MAR	2179	2252
APR	1125	2483
MAY	1718	1616
JUN	2304	
JUL	2249	
AUG	2497	
SEP	2443	
	22441	16400



### Memberships

Month	FY 2019	FY 2020
OCT	145	175
NOV	147	166
DEC	148	170
JAN	152	170
FEB	152	168
MAR	154	184
APR	186	187
MAY	213	181
JUN	222	
JUL	222	
AUG	216	
SEP	213	



	Revenue for the fiscal years															
	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-2021
October	\$ 47,009.00	\$ 38,020.00	\$ 44,541.00	\$ 42,949.00	\$ 40,175.00	\$ 50,996.00	\$ 41,662.00	\$ 40,670.00	\$ 34,325.00	\$ 35,953.00	\$ 33,172.00	\$ 40,639.00	\$ 27,027.00	\$ 34,039.00	\$ 42,407.50	\$ 62,202.91
November	\$ 27,799.00	\$ 33,807.00	\$ 33,020.00	\$ 44,707.00	\$ 39,303.00	\$ 36,034.00	\$ 42,510.00	\$ 44,313.00	\$ 28,636.00	\$ 26,980.00	\$ 19,944.00	\$ 31,995.00	\$ 30,448.00	\$ 23,229.00	\$ 43,338.77	\$ 64,634.00
December	\$ 34,148.00	\$ 25,466.00	\$ 37,308.00	\$ 36,530.00	\$ 20,950.00	\$ 35,136.00	\$ 31,312.00	\$ 32,256.00	\$ 29,786.00	\$ 29,645.00	\$ 26,178.00	\$ 24,651.00	\$ 20,856.00	\$ 40,933.00	\$ 48,990.47	\$ 56,927.48
January	\$ 38,163.00	\$ 19,599.00	\$ 23,783.00	\$ 40,207.00	\$ 21,224.00	\$ 27,521.00	\$ 49,248.00	\$ 25,563.00	\$ 37,898.00	\$ 20,982.00	\$ 36,242.00	\$ 30,449.00	\$ 21,772.00	\$ 30,342.00	\$ 23,365.55	\$ 56,651.51
February	\$ 29,092.00	\$ 31,360.00	\$ 29,207.00	\$ 40,299.00	\$ 16,893.00	\$ 32,118.00	\$ 27,440.00	\$ 36,248.00	\$ 32,762.00	\$ 31,605.00	\$ 30,448.00	\$ 30,449.00	\$ 52,056.00	\$ 26,749.00	\$ 56,308.83	\$ 67,691.37
March	\$ 44,484.00	\$ 50,244.00	\$ 45,181.00	\$ 51,193.00	\$ 52,873.00	\$ 64,305.00	\$ 39,994.00	\$ 58,128.00	\$ 44,011.00	\$ 29,929.00	\$ 34,281.00	\$ 39,413.00	\$ 60,713.00	\$ 62,730.00	\$ 82,079.00	\$ 13,723.75
April	\$ 52,898.00	\$ 44,170.00	\$ 54,841.00	\$ 60,003.00	\$ 58,698.00	\$ 57,655.00	\$ 57,937.00	\$ 46,802.00	\$ 51,866.00	\$ 33,553.00	\$ 28,234.00	\$ 50,055.00	\$ 57,692.00	\$ 82,079.00	\$ 82,079.00	\$ 13,723.75
May	\$ 49,583.00	\$ 50,784.00	\$ 59,984.00	\$ 65,535.00	\$ 46,083.00	\$ 53,246.00	\$ 57,607.00	\$ 51,940.00	\$ 56,256.00	\$ 48,499.00	\$ 30,164.00	\$ 50,055.00	\$ 37,417.00	\$ 58,322.00	\$ 62,154.13	\$ 58,401.78
June	\$ 38,039.00	\$ 52,831.00	\$ 65,674.00	\$ 62,065.00	\$ 59,492.00	\$ 59,357.00	\$ 61,151.00	\$ 50,193.00	\$ 44,700.00	\$ 26,082.00	\$ 8,162.00	\$ 37,417.00	\$ 57,692.00	\$ 67,300.00	\$ 58,155.52	\$ 58,155.52
July	\$ 40,396.00	\$ 35,250.00	\$ 58,329.00	\$ 62,441.00	\$ 40,405.00	\$ 52,427.00	\$ 50,465.00	\$ 48,075.00	\$ 46,545.00	\$ 43,727.00	\$ 30,306.00	\$ 37,656.00	\$ 52,448.00	\$ 67,005.00	\$ 50,746.13	\$ 50,746.13
August	\$ 40,352.00	\$ 41,420.00	\$ 38,504.00	\$ 63,134.00	\$ 48,395.00	\$ 44,385.00	\$ 45,158.00	\$ 48,075.00	\$ 46,545.00	\$ 43,727.00	\$ 30,306.00	\$ 37,656.00	\$ 52,448.00	\$ 67,005.00	\$ 50,746.13	\$ 50,746.13
September	\$ 35,529.00	\$ 37,527.00	\$ 23,756.00	\$ 49,098.00	\$ 41,066.00	\$ 44,276.00	\$ 42,282.00	\$ 34,895.00	\$ 25,984.00	\$ 21,813.00	\$ 26,082.00	\$ 2,160.00	\$ 15,674.00	\$ 38,567.00	\$ 57,786.23	\$ 57,786.23
Total	\$ 477,492.00	\$ 460,478.00	\$ 514,128.00	\$ 617,861.00	\$ 485,557.00	\$ 557,456.00	\$ 546,766.00	\$ 525,006.00	\$ 481,682.00	\$ 392,155.00	\$ 339,379.00	\$ 434,860.00	\$ 480,324.00	\$ 585,100.00	\$ 523,369.18	\$ 483,746.93



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

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

Christopher Motley  
Chief / EMC

Mike Praslicka  
Deputy Chief  
EMS Coordinator

To: Mr. Kelty, City Manager

From: Christopher D. Motley, Fire Chief

Date: June 21, 2021

Re: May 2021

Response alarms: February: Fire - 20  
EMS - 151  
Total - 171

**Significant Events:**

Air Ambulance transport: 1  
Request mutual aid into the city to cover EMS response: 4 FIRE 0  
Mutual aid given to other cities to cover EMS response: 1 FIRE 0  
Two EMS units working calls at the same time: 26  
Three working EMS alarms: 3  
Four working EMS alarms: 0  
Five working EMS alarms: 0  
Transport rate: 54%

Audit: Texas Department of Insurance audit: Under review. No update.

Assignments/Projects:  
No report.

Equipment/Infrastructure:  
Ambulances: Maintain the four ambulance has been challenging with air conditioner problems due to weather, high heat index advisory and humidity. Rotating units to repair center to evaluate an preventive maintenance.

Hydrant Maintenance:  
Viola Water maintains the water supply and hydrant maintenance. The department checks fire hydrants for operation/function as a part of preplanning operations and training.

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





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Chief / EMC

Mike Praslicka  
Deputy Chief  
EMS Coordinator

Emergency Management:

Review daily COVID-19 Brazoria County Health reports. Providing this data to Freeport Police Department for first responder notification.

Winter Storm Declaration the City of Freeport is in recovery phase. Federal Declaration Category B: Protective Measures has been approved. Submitting application for reimbursement.

Monitoring weather activity affecting the Freeport community.

Declared Disaster: COVID-19  
Texas Winter Storm FEMA-4586

Personnel: Fire Fighter Vacancy: None.  
Internal Posting: Driver/Operator assignment. Closes May 1, 2021.

Injuries: April no new injuries to report.

Training: Six firefighters attended Industrial Firefighting Training.  
Scheduled five firefighters to swift water rescue training.  
Scheduled three firefighters to rope rescue training. Perquisite for Swiftwater training.  
Driver/Operator training: Two firefighter completed pending state testing.

Public Relations: Brazoria County Firefighter Association meeting hosted by Freeport.  
Limited on public relations due to COVID-19.



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Chief / EMC

Mike Praslicka  
Deputy Chief  
EMS Coordinator

Micheal Dumas  
Deputy Chief  
Fire Marshal

**Office of the Fire Marshal**  
May 2021 Monthly Report.

**Fire/Safety Inspections:**

Address	Inspection Type	Pass/Fail
Michelle's Cajun Shack	Food Truck	Pass
411 Sailfish Ln	C.O.O. Re-Inspection	Pass
3434 Bowie	Admin Search Warrant	Fail
615 W 5 <sup>th</sup>	Admin Search Warrant	Fail
323 N Ave D	Admin Search Warrant	Fail
922 W 4 <sup>th</sup>	Admin Search Warrant	Fail
<b>Total Inspections: 6</b>		

**Plans Review:**

Name or Address	Type of Plan	COMMENTS Y/N
<b>Total Plans Reviewed: 0</b>		

**Fire Investigations:**

Address	Type of Fire	Disposition
Hwy 36 & Velasco Blvd.	Vehicle	Accidental
<b>Total: Investigations: 1</b>		



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Micheal Dumas  
Deputy Chief  
Fire Marshal

**Fire Safety Consultation/ Consultation:**

Whom	In Reference to:
Fire Alarm Company	St. Mary's Church
Jeff W/ Brazos Place	Knox Box
Elaina Olind W/Bridge Harbor	Knox Box
<b>Total: 3</b>	

**Incident Response:**

Location	Type of Incident	Disposition
Quintana Jetty's	Fall w/Injuries	TX no transport.
1744 W 4 <sup>th</sup> St. Suite 208	Fire Alarm	System Malfunction
BPHS	Fire Alarm	Welding
<b>Total Calls: 3</b>		

**Public Education Events:**

Location	Name of Event	Appx # people
<b>Total: 0 COVID-19</b>		

**Stop Work Order's/ NOV's/ Fire Marshal's Orders:**

Address	Description	Disposition
<b>Total: 0</b>		

**Training:**

Course Name	Hours
Arrest, search, and seizure.	16
Started Child Abuse Prevention	4



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**Miscellaneous:**

- Started Accident Investigation with E-903
- Worked Fire Marshal Forms and SOG's

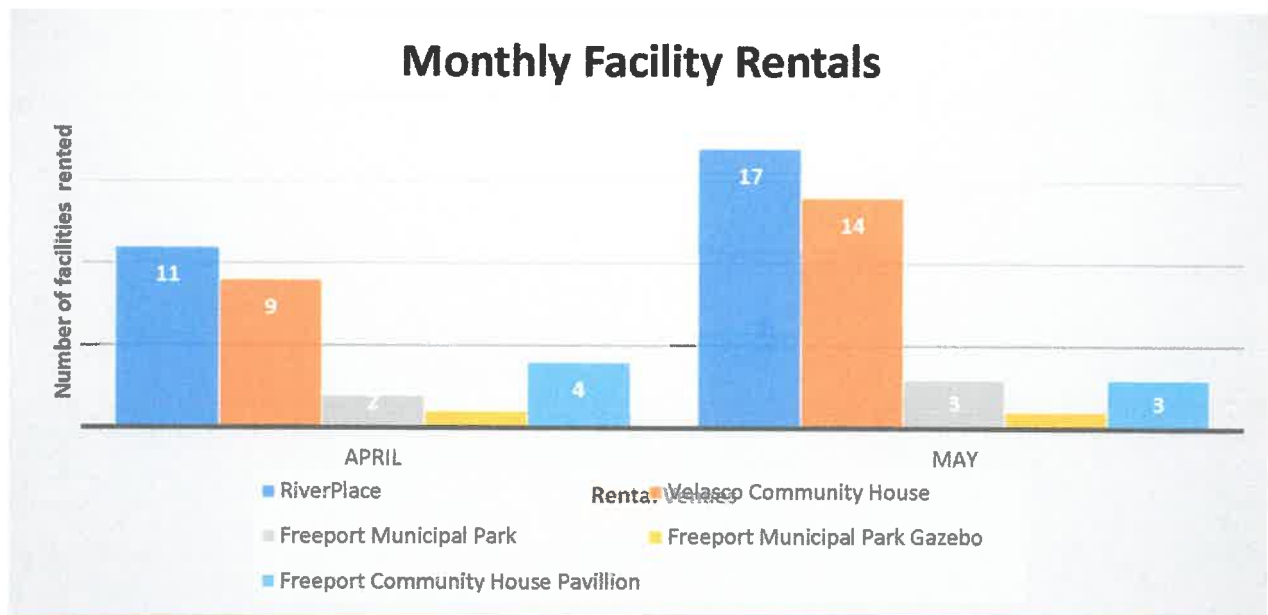
City of Freeport  
Culture, Recreation & Tourism Department  
Monthly Summary Report

May 2021

**FREEPORT HISTORICAL MUSEUM & VISITOR CENTER**

**Rental Venues**

While rental facilities are still coming in hot, they have slowed a little bit. Tammy is still receiving phone calls from potential customers wanting information on rental facilities or checking if a certain date is available.



**Exhibits**

We received our first five of twenty bilingual interpretive panels that were printed by Museum Arts out of Dallas. These were erected by Wade in time for the opening of our Mexico: Splendors of Thirty Centuries Exhibit on May 3<sup>rd</sup> and have been well received by our guests.

The Brazoria County Hispanic Chamber of Commerce and Freeport EDC hosted the ribbon cutting ceremony for the opening of our Mexico exhibit which saw artifact and heirloom contributions from members of the community. Around fifty people were in attendance along with press from The Facts for the ceremony. The event featured guest speakers including Councilman Pena and Hispanic Chamber President/CEO Gina Aguirre Adams, and showcased local Mexican restaurants that provided a light lunch during the ceremonies.



With the opening of the Mexico exhibit, Wade immediately got to work on ordering posters and supplies needed for the Fort Velasco exhibit to open in June. Throughout the month, Wade met with Chris Kneupper, James Glover, Eliu Santos, and Ray Theiss who provided items for the Fort Velasco Exhibit which is scheduled to run through the summer.

### Staff Updates

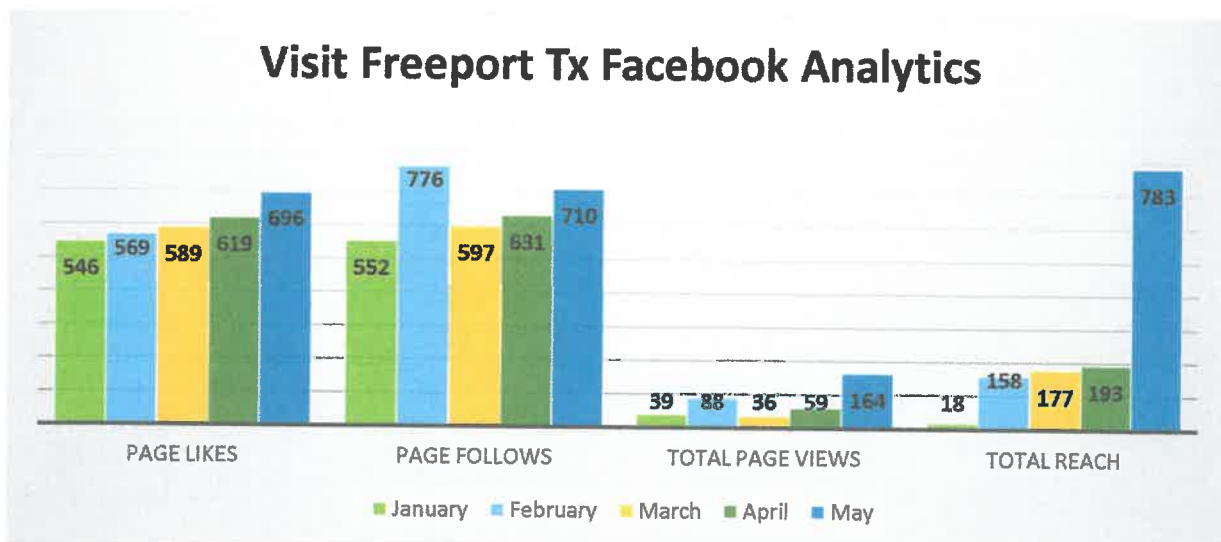
In addition to her regular duties at the Museum/VIC, Tammy has been creating graphic designs to help promote community outreach. In addition, Tammy has been busy keeping up with rentals, ordering supplies for events such as the Sandcastle Challenge, and setting her fellow coworkers up and training staff in CivicRec, our new web-based facilities software.

Wade developed a Disaster Plan for the Museum in the event of a hurricane or threat level flooding. Miranda cleaned and organized the back half of the exhibit hall.

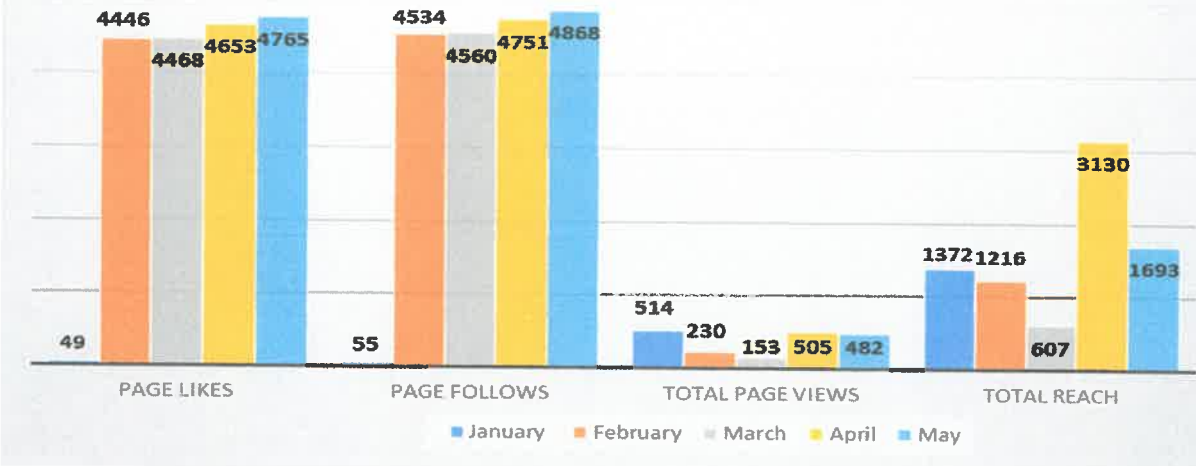
### Statistical Data

<b>ADMISSIONS</b>	May 2021	April 2021	YTD 2021
<b>Adult</b>	\$135.15	\$30.00	\$165.15
<b>Child</b>	\$6.00	\$0.00	\$6.00
<b>Senior Citizen</b>	\$111.09	\$30.00	\$141.09
<b>TOTAL ADMISSION</b>	<b>\$252.24</b>	<b>\$60.00</b>	<b>\$312.24</b>

<b>REVENUES</b>	May 2021	April 2021	YTD 2021
<b>Facility Rentals</b>	\$16,744.25	\$19,149.50	\$35,893.75
<b>Admission fees</b>	\$252.24	\$60.00	\$312.24
<b>Gift Shop</b>	\$86.48	\$0.00	\$86.48
<b>Vendor/Booth</b>	\$0.00	\$0.00	\$0
<b>Donations</b>	\$0.00	\$25.00	98.50
<b>TOTAL REVENUE</b>	<b>\$17,082.97</b>	<b>\$19,234.50</b>	<b>\$36,390.97</b>



## Freeport Historical Museum Facebook Analytics



### SPECIAL EVENTS

Plans are coming together for a Bryan Beach Sandcastle & Sculpture Challenge the first Saturday in June. Categories will include recreational and competitive, and EDC will provide cash prizes for the winners. We plan to have food and sno-cone or ice cream trucks on site to attract spectators. We began advertising and accepting registration during the month of May.

### MAIN STREET

As a pre-cursor to the Fort Velasco Day event in Memorial Park, the Freeport Historical Commission is hosting a support raising event on Friday, June 25<sup>th</sup> at 5:30-7:30pm at the Freeport Museum. We invite elected officials, local business and property owners, and industry leaders to enjoy the exhibit, meet some of our visiting living history enthusiasts, and hear from The Alliance of Brazoria County Executive Vice President Patti Worfe about the benefits of becoming a Main Street community. Council is invited to join us for food, fun, and fellowship.

We continue to review and discuss 2022 Main Street re-certification, gaining community support and updating the previous application. We are scheduled to meet with the Texas Historical Commission's Main Street Site Coordinator in June for a presentation and Q&A session and have invited community leaders to join us to support our program.



## SENIOR CITIZENS COMMISSION

During the month of May the Seniors hosted BINGO. Complete with individually wrapped sandwiches, cookies, chips and fruit cups. They had approximately 40 participants. After BINGO, the Commission went into a business meeting where they discussed their upcoming Picnic in the Park scheduled for Monday, June 21<sup>st</sup>.

## FREEPORT BRANCH LIBRARY

*Chris Allen, Branch Manager*

### FREEPORT NEWS

Lance Petty has completed all of our carpeting and has put all our shelves together. Summer Reading Programs will be presented in the pavilion the first two weeks and then they will be done in meeting room. Brazoria County Library Directors will inform staff and the public on reopening date.

### BUILDING CHANGES

Freeport Library is still closed. Library staff is getting the building back together so we can quickly reopen. The library collection is being brought back in the building on the first two weeks of June.

### STAFF

All staff came back May 24. Everyone is assisting with reopening branch and summer reading programs.

### STATISTICS

	2021
Door Count	Not Available Due to Renovation
Number of Children's Programs   Number of attendees	5 / 4
Number of Teen Programs   Number of attendees	1/9
Study Room Reservations During Covid-19	Not Available Due to Renovation
Number of Adult programs   Number of attendees	2/3
Circulation Transactions	Not Available Due to Renovation
Wifi Usage	Not Available Due to Renovation

## **FREEPORT RECREATION CENTER**

### **Capital/Maintenance Projects**

Basketball goals have come in and been installed. They look amazing. I have reached out to John and we are looking to get speakers installed in June. We are in the process of switching our internet, phone, and tv provider from AT&T to comcast to provide a better internet connection and Television to patrons in the Weight Room while they are exercising. We have also officially moved over to our new software system CivicRec which is much more user friendly.



### **New Programming**

Summer Camp is right around the corner as we continue to prepare for sessions and camp counselors. After a successful public pool party, we have discussed the possibility of bringing the concept back once a month for the duration of pool season. We have purchased a blanket movie license for the year so that we are able to show movies at the Recreation Center both inside and outside the facility.



### **Current Programming**

Zumba is scheduled from 8:15am-9:15am M-W-F and 5:30pm-6:30pm Tues. & Thurs. Zumba is holding a steady group of 4 to 5 participants and Aqua Zumba is slowly getting participants showing up.

### **Events**

Our Summer Pool Kickoff Party was a success. We had approximately 30 patrons that utilized the whole pool and watched the movie Jumanji: The Next Level.

### **Staff Updates**

We have lost one front desk attendant who transferred to a lifeguard position, and we anticipate losing our second front desk attendant this summer after graduation. Both positions will need to be filled. In addition, we are actively looking for Summer Camp Counselors.

**Meetings, Training, Networking**

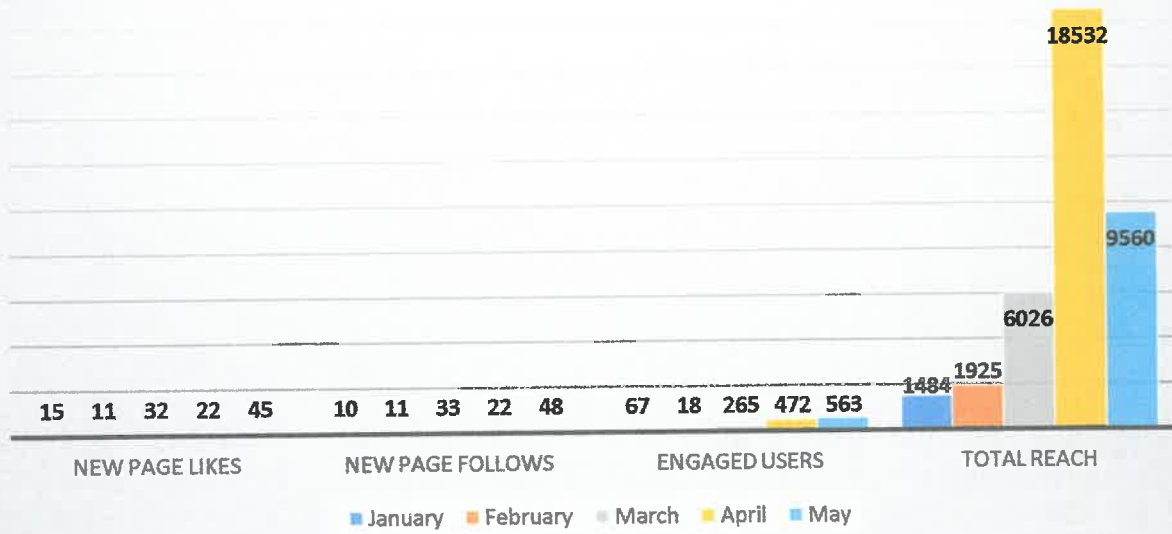
Lifeguards have been coming in for training and look in great shape - getting ready for the Season!

**Statistical Data**

<b>ADMISSIONS</b>	<b>May 2021</b>	<b>Last Month</b>	<b>YTD</b>
<b>Employee Member</b>	2	20	86
<b>Individual Member</b>	154	171	618
<b>Senior Member</b>	70	136	393
<b>Senior Family Member</b>	1	0	1
<b>Family Member</b>	73	3	81
<b>Active Military Member</b>	0	7	24
<b>Active Military Family</b>	0	0	0
<b>Youth Member</b>	11	0	11
<b>Day Pass</b>	128	39	291
<b>TOTAL ADMISSION</b>	<b>439</b>	<b>376</b>	<b>1,505</b>

<b>REVENUE</b>	<b>May 2021</b>	<b>Last Month</b>	<b>YTD</b>
<b>Individual Member</b>	\$560.00	\$720.00	\$2,715.00
<b>Senior Member</b>	140.00	200.00	790.00
<b>Family Member</b>	120.00	30.00	230.00
<b>Active Military</b>	0.00	80.00	400.00
<b>Adult Day Pass</b>	70.00	85.00	425.00
<b>Child Day Pass</b>	3.00	0.00	11.00
<b>Student Day Pass</b>	0.00	24.00	126.00
<b>Senior Day Pass</b>	30.00	42.00	156.00
<b>Shower Day Pass</b>	0.00	0.00	0.00
<b>Adult Pool Day Pass</b>	28.00	0.00	28.00
<b>Child Pool Day Pass</b>	180.00	0.00	180.00
<b>Spectator Pool Day Pass</b>	4.00	0.00	4.00
<b>2 HR Pool Party</b>	75.00	0.00	75.00
<b>3 HR Pool Party</b>	0.00	0.00	0.00
<b>4 HR Pool Party</b>	375.00	0.00	375.00
<b>TOTAL REVENUE</b>	<b>\$1,585.00</b>	<b>\$1,181.00</b>	<b>\$5,515.00</b>

# Rec Facebook Analytics





# Human Resources Monthly Report

Date: June 9, 2021

HR TEAM: Cathy Ezell and Donna Fisher

## HR Services Team Priorities and Results for May 2021:

- **Welcomes and Well-wishes:**

- **We are excited to welcome:**

- **Kevin Harris, Police Officer**
- **Jerrod Morgan, Police Officer**
- **Blaine Graham, Municipal Clerk**

- **Salary Survey:** Salary survey results and analysis for the Police and Fire Departments were presented to Council in February. Approved increases were implemented effective March 1<sup>st</sup> and entered in payroll checks issued on March 12<sup>th</sup>. The salary survey for Public Safety Personnel will be brought back to Council in June along with the salary survey results for Non-Public Safety Personnel.

- **Training/Coaching/Performance Improvement:**

- **Performance Issues Addressed:** We had zero (0) employee terminations for performance this month.
- **Training:** HR Specialist, Donna Fisher, continued to cross-train for several HR functions related to recruiting, unemployment claims processing, retirement contribution processes, workers compensation claims correspondence, and vehicle and property liability and damage claims filings.

- **Employee Turnover/Recruiting/Hiring Progress:**

- **Employee Turnover:** We had two (3) employee separations in May. All of these were voluntary separations from the Police department, including two (2) resignations and one (1) retirement.
- **Internal Transfers:** We had zero (0) internal transfers in May.
- **Recruiting:** Active recruiting searches include:
  - Police Officers
  - Firefighter/EMT
  - Economic Development Assistant
  - Dispatcher
  - Pro Shop Attendant
  - Police Crossing Guards
  - Jailer
  - Seasonal Summer Camp Counselors
  - Public Works Maintenance Technician
  - Recreation Attendant
  - Human Resource Specialist I

- **Recruiting Sources** include: City website, The Facts Online, Texas Municipal League, Strategic Government Resources, LinkedIn, Workforce Solutions, Industry-specific organizations, Between Jobs Ministries, Community College programs for maintenance and Police, and networking.
- **Risk Management and Insurance Updates:**
  - **Unemployment Claims:** We appealed and won one additional unemployment claim in May. One for an employee who was terminated for policy violations relating to social media. We have won seven (7) unemployment appeal cases this calendar year (Jan.- May). The City's account will not be charged for these unemployment claims.
  - **Workers Compensation Claims:** We had three (3) active Workers Comp. claims in May, including one (1) in Police and two (2) in Public Works.
  - **Family & Medical Leave Cases (FMLA)-** We had zero (0) active FMLA cases in May.
  - **Property/Liability/Accident Claims-** We had zero (0) new vehicle damage claims in May. We also continued to process claims for damage resulting from the ice storm, specifically at the Museum and Service Center.
  - **Record Retention:** Donna Fisher continued to purge old HR files in an effort to reduce exposure from storing sensitive data, and to save storage space.
  - **Asset Management Updates:** Cathy is working with Incode to move to the new asset management system.

### Priorities for April through June:

- **Human Resource Department Transition:** A Human Resources Specialist II position was created. Donna Fisher was promoted to this position as of May 3, 2021. We began reviewing applications for the Human Resources Specialist I position.
- **Salary Survey Project** – Review remaining proposed salary adjustments will be taken to Council in June.
- **Training/Development** – Create a New Supervisor Training Program and assign required trainings (ethics and cyber-security) to meet requirements due in June 2021. Infrastructure for this training is already in place using TML/Lexipol's LocalGovU platform established by HR in 2020. Cybersecurity training has been completed by 8 employees, with the remainder due by June 14, 2021.



# **FREEPORT POLICE DEPARTMENT**

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

*Lt. Corey Brinkman*  
*CID Commander*

*Raymond Garivey*  
*Chief of Police*

*Capt. Danny Gillchriest*  
*Patrol Division Commander*

## **To: Mayor and Council**

During the Month of May my officers responded to 2200 calls for service. Those calls include all crime related calls, calls for citizen assistance, Animal Control calls, citizen contact and traffic stops. Anytime an officer calls out on the radio, a call type is generated.

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

## **Significant Incidents:**

Lake Jackson Police Department had a pursuit that came into our city and came to an end at the corner of Brazosport and Yellowstone. The suspect came to a stop on his own and then took his own life with the use of a firearm. No citizens or officers were injured from this incident.

Very busy Memorial Holiday weekend with traffic being backed up on our roadways and our beach being full to capacity. We managed to make it through the weekend without any issues.

We also had another pursuit that was initiated by the Brazoria County Sheriff's Department that came through our city. Our officers assisted until the pursuit left our city and later came to an end in the City of Richwood with the suspect pulling over and threatening to take his own life. After a few hours of negotiations, the suspect surrendered without further incident.



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



**Community Events:**

The police department took part in the unveiling of a beautiful wall mural honoring Honorary Officer Abigail Arias. The mural was painted by a local Houston artist and is proudly displayed at Stephen F. Austin Park.

The police department also joined other city departments and citizens of Freeport and gathered at Municipal Park for National Day of Prayer. Wonderful event!

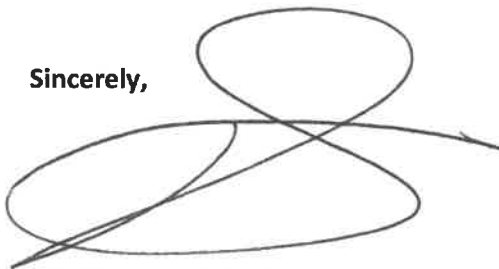
**Employee of the Month:**

Officer Bruce Houston is the departments Employee of the Month for the Month of May. During the Month of May, we went through a change and shortage in staffing. Officer Houston, who is our Commercial Vehicle Officer and also one of our Officers in Charge, was called upon several times to cover assignments on Patrol and in supervisory roles. Officer Houston without hesitation covered any assignments requested of him. With 22 years of service with this department and serving the citizens of Freeport, Officer Houston continues to show his commitment of dedication and leadership by going above and beyond his normal call of duty to ensure the success of this organization.

**Open Positions:**

We currently have two Police Officer positions open and currently accepting applications and conducting background investigations. We did fill three of our four previous Police Officer positions with new officers L'Reco Williams, Jarod Morgan and Kevin Harris. We also have two jailer positions available and currently accepting applications.

Sincerely,

A handwritten signature in black ink, appearing to read 'Raymond Garivey', written over a large, loopy scribble.

**Chief Raymond Garivey**

**Freeport Police Department**

**(979) 415-4187**

# Property/Information Technology/Geographic Information Systems Monthly Report May 2021

## Property:

- Lien Calculations/Payoff Preparations/Releases – Collected: \$ 1,428.94

## Information Technology:

- Update website
- Setup of new users on network, email and Incode
- Update social media
- Attended 8 Boards/Commissions meetings for setup and broadcast
- Freese & Nichols Cyber Security Survey

## GIS:

- Update ownership data
- Departmental Map Requests
- 200' Replat maps with ownership
- 911 Address Range Verifications
- Address Verification Letters
- Departmental Data Information Requests

## Projects:

- Annual Street illumination Lighting 75%
  - Need to meet with Centerpoint regarding light locations
- Incode Upgrade 85%
  - Finance/Court - Should be complete per Incode in the next 3 months
  - Building/Code – Should be complete in the next 4-6 months
- Water/Sewer Map Updates: 13%
  - Sending Weekly Maps to Veolia
- Zoning Map 97%
  - Wait for Code Overhaul
- Surplus Auction 90%
  - Waiting on building availability
- Veterans Day Parade and Activities 10%
  - Monthly Meetings with Involved with BISD and various Veteran organizations

## Acquisition Overview

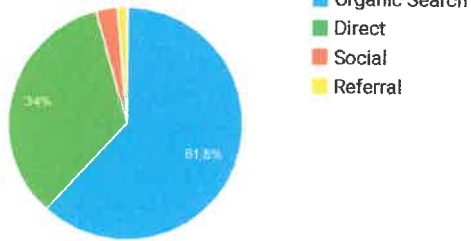
All Users  
+0.00% Users

May 1, 2021 - May 31, 2021  
Compare to: Apr 1, 2021 - Apr 30, 2021

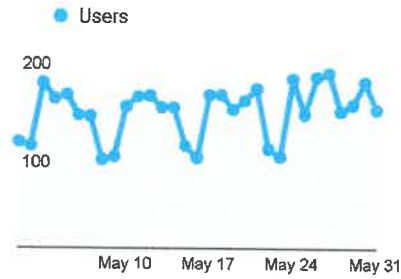
Primary Dimension: Conversion:  
Top Channels All Goals [Edit Channel Grouping](#)

### Top Channels

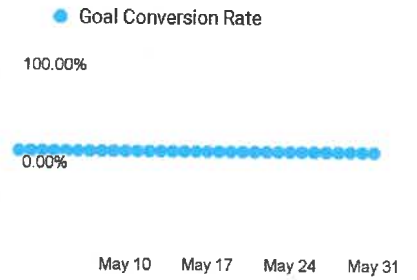
May 1, 2021 - May 31, 2021



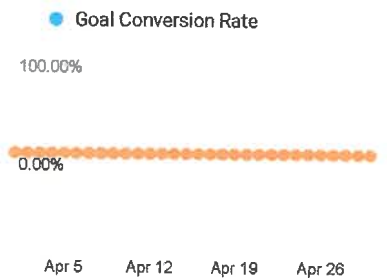
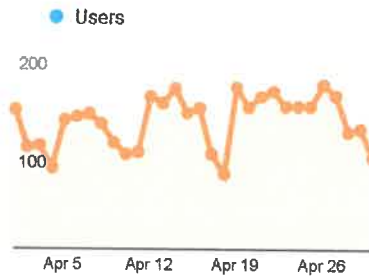
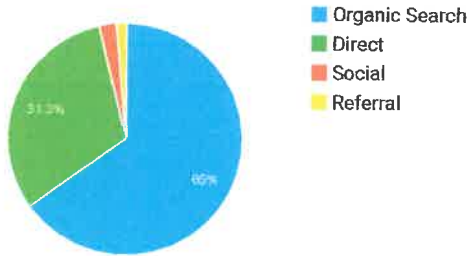
### Users



### Conversions



Apr 1, 2021 - Apr 30, 2021



### Conversions



#### Set up a goal.

To see outcome metrics, define one or more goals.

[GET STARTED](#)

### Acquisition

### Behavior

	Users	New Users	Sessions	Bounce Rate	Pages / Session	Avg. Session Duration
	11.75%	13.55% ↑	8.58% ↑	1.02%	2.57% ↓	10.03% ↓
1 Organic Search	5.84% ↓			1.60% ↓		
2 Direct	21.00% ↓			0.86% ↓		
3 Social	43.59% ↓			0.50% ↓		
4 Referral	0.00%			11.40% ↓		

To see all 4 Channels click [here](#).

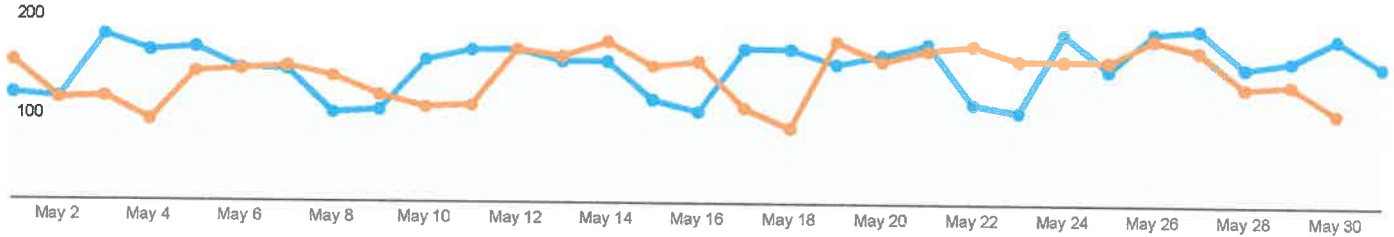
## Audience Overview

All Users  
+0.00% Users

May 1, 2021 - May 31, 2021  
Compare to: Apr 1, 2021 - Apr 30, 2021

### Overview

May 1, 2021 - May 31, 2021: Users  
Apr 1, 2021 - Apr 30, 2021: Users



#### Users

11.75%  
3,814 vs 3,413



#### New Users

13.55%  
3,553 vs 3,129



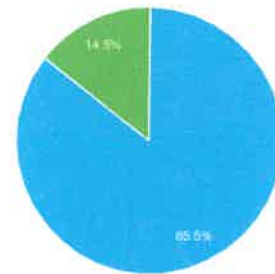
#### Sessions

8.58%  
4,592 vs 4,229

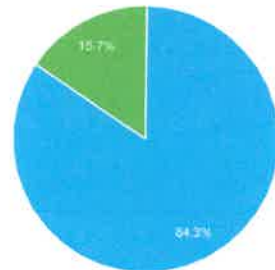


New Visitor Returning Visitor

May 1, 2021 - May 31, 2021



Apr 1, 2021 - Apr 30, 2021



#### Number of Sessions per User

-2.83%  
1.20 vs 1.24



#### Pageviews

5.79%  
5,683 vs 5,372



#### Pages / Session

-2.57%  
1.24 vs 1.27



#### Avg. Session Duration

-10.03%  
00:00:45 vs 00:00:50



#### Bounce Rate

1.02%  
83.30% vs 82.45%



### Browser

Users % Users

#### 1. Chrome

May 1, 2021 - May 31, 2021

1,696 44.47%

Apr 1, 2021 - Apr 30, 2021

1,495 43.80%

% Change

13.44% 1.52%

#### 2. Safari

May 1, 2021 - May 31, 2021

1,535 40.25%

Apr 1, 2021 - Apr 30, 2021

1,412 41.37%

% Change

8.71% -2.72%

#### 3. Edge

May 1, 2021 - May 31, 2021

221 5.79%

Apr 1, 2021 - Apr 30, 2021

216 6.33%

% Change

2.31% -8.44%

#### 4. Firefox

May 1, 2021 - May 31, 2021

89 2.33%

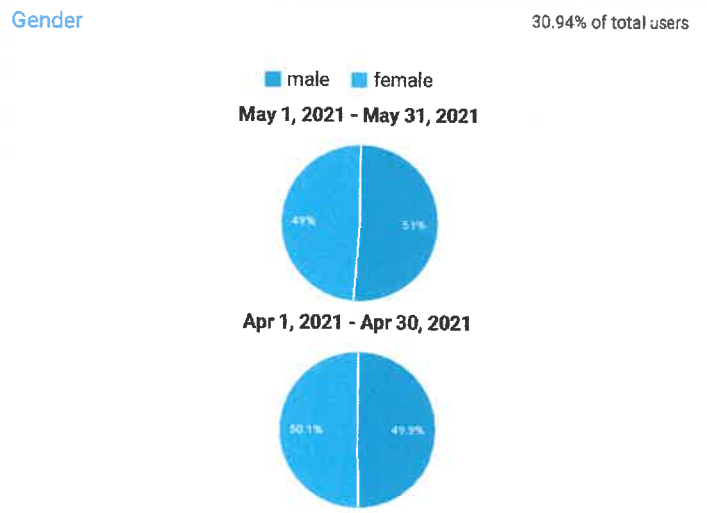
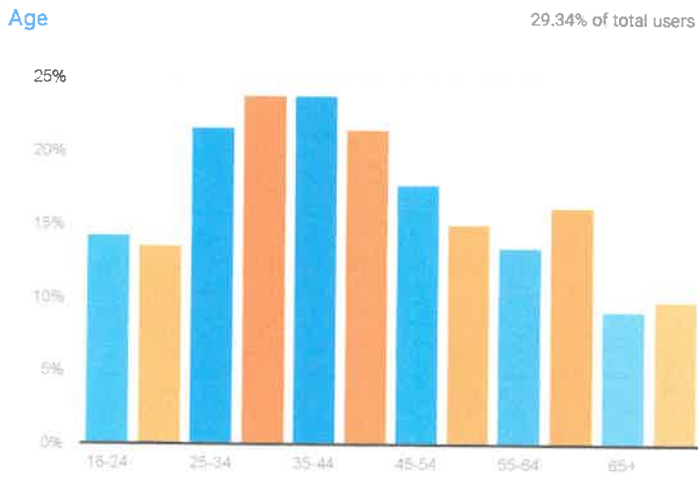
Apr 1, 2021 - Apr 30, 2021	60	1.76%
<b>% Change</b>	<b>48.33%</b>	<b>32.74%</b>
5. <b>Samsung Internet</b>		
May 1, 2021 - May 31, 2021	76	1.99%
Apr 1, 2021 - Apr 30, 2021	60	1.76%
<b>% Change</b>	<b>26.67%</b>	<b>13.35%</b>
6. <b>Android Browser</b>		
May 1, 2021 - May 31, 2021	51	1.34%
Apr 1, 2021 - Apr 30, 2021	46	1.35%
<b>% Change</b>	<b>10.87%</b>	<b>-0.79%</b>
7. <b>Android Webview</b>		
May 1, 2021 - May 31, 2021	48	1.26%
Apr 1, 2021 - Apr 30, 2021	21	0.62%
<b>% Change</b>	<b>128.57%</b>	<b>104.54%</b>
8. <b>Safari (in-app)</b>		
May 1, 2021 - May 31, 2021	45	1.18%
Apr 1, 2021 - Apr 30, 2021	39	1.14%
<b>% Change</b>	<b>15.38%</b>	<b>3.25%</b>
9. <b>Internet Explorer</b>		
May 1, 2021 - May 31, 2021	38	1.00%
Apr 1, 2021 - Apr 30, 2021	46	1.35%
<b>% Change</b>	<b>-17.39%</b>	<b>-26.08%</b>
10. <b>Amazon Silk</b>		
May 1, 2021 - May 31, 2021	6	0.16%
Apr 1, 2021 - Apr 30, 2021	10	0.29%
<b>% Change</b>	<b>-40.00%</b>	<b>-46.31%</b>

### Demographics: Overview

All Users  
+0.00% Users

May 1, 2021 - May 31, 2021  
Compare to: Apr 1, 2021 - Apr 30, 2021

Key Metric:



### Device Overview

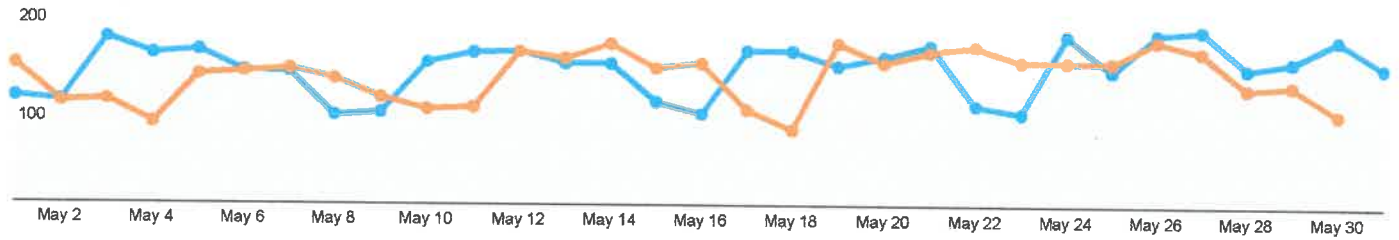
All Users  
+0.00% Users

May 1, 2021 - May 31, 2021  
Compare to: Apr 1, 2021 - Apr 30, 2021

#### Explorer

#### Summary

May 1, 2021 - May 31, 2021: ● Users  
Apr 1, 2021 - Apr 30, 2021: ● Users



#### Device Category

Users

Users

Contribution to total: Users

11.75% ↑  
3,814 vs 3,413

11.75% ↑  
3,814 vs 3,413

#### 1. mobile

May 1, 2021 - May 31, 2021	2,178	57.08%
Apr 1, 2021 - Apr 30, 2021	1,923	56.33%

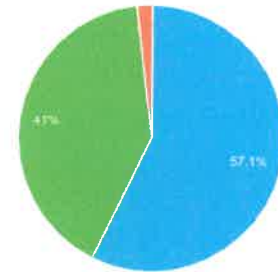
#### 2. desktop

May 1, 2021 - May 31, 2021	1,565	41.01%
Apr 1, 2021 - Apr 30, 2021	1,414	41.42%

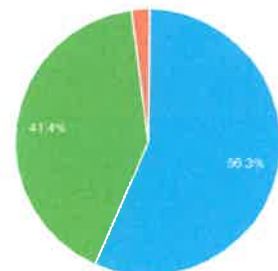
#### 3. tablet

May 1, 2021 - May 31, 2021	73	1.91%
Apr 1, 2021 - Apr 30, 2021	77	2.26%

May 1, 2021 - May 31, 2021



Apr 1, 2021 - Apr 30, 2021



Location

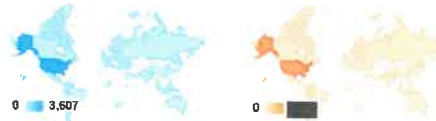
All Users  
+0.00% Users

May 1, 2021 - May 31, 2021  
Compare to: Apr 1, 2021 - Apr 30, 2021

Map Overlay

Summary

May 1, 2021 - May 31, 2021 Apr 1, 2021 - Apr 30, 2021



Country	Acquisition		Behavior			Conversions			
	Users	New Users	Sessions	Bounce Rate	Pages / Session	Avg. Session Duration	Goal Conversion Rate	Goal Completions	Goal Value
	<b>11.75%</b> 3,814 vs 3,413	<b>13.58%</b> 3,554 vs 3,129	<b>8.58%</b> 4,592 vs 4,229	<b>1.02%</b> 83.30% vs 82.45%	<b>2.57%</b> 1.24 vs 1.27	<b>10.03%</b> 00:00:45 vs 00:00:50	<b>0.00%</b> 0.00% vs 0.00%	<b>0.00%</b> 0 vs 0	<b>0.00%</b> \$0.00 vs \$0.00
1. <a href="#">United States</a>									
May 1, 2021 - May 31, 2021	<b>3,607</b> (94.57%)	3,349 (94.23%)	4,373 (95.23%)	82.94%	1.24	00:00:46	0.00%	0 (0.00%)	\$0.00 (0.00%)
Apr 1, 2021 - Apr 30, 2021	<b>3,234</b> (94.73%)	2,953 (94.38%)	4,036 (95.44%)	81.91%	1.28	00:00:53	0.00%	0 (0.00%)	\$0.00 (0.00%)
% Change	<b>11.53%</b>	<b>13.41%</b>	<b>8.35%</b>	<b>1.25%</b>	<b>-2.90%</b>	<b>-11.59%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>
2. <a href="#">China</a>									
May 1, 2021 - May 31, 2021	<b>62</b> (1.63%)	62 (1.74%)	62 (1.35%)	100.00%	1.00	00:00:00	0.00%	0 (0.00%)	\$0.00 (0.00%)
Apr 1, 2021 - Apr 30, 2021	<b>64</b> (1.87%)	64 (2.05%)	64 (1.51%)	100.00%	1.00	00:00:00	0.00%	0 (0.00%)	\$0.00 (0.00%)
% Change	<b>-3.12%</b>	<b>-3.12%</b>	<b>-3.12%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>
3. <a href="#">India</a>									
May 1, 2021 - May 31, 2021	<b>21</b> (0.55%)	21 (0.59%)	23 (0.50%)	91.30%	1.13	00:00:17	0.00%	0 (0.00%)	\$0.00 (0.00%)
Apr 1, 2021 - Apr 30, 2021	<b>15</b> (0.44%)	13 (0.42%)	18 (0.43%)	88.89%	1.11	00:00:01	0.00%	0 (0.00%)	\$0.00 (0.00%)
% Change	<b>40.00%</b>	<b>61.54%</b>	<b>27.78%</b>	<b>2.72%</b>	<b>1.74%</b>	<b>2,320.07%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>
4. <a href="#">Canada</a>									
May 1, 2021 - May 31, 2021	<b>16</b> (0.42%)	15 (0.42%)	17 (0.37%)	82.35%	1.18	00:00:36	0.00%	0 (0.00%)	\$0.00 (0.00%)
Apr 1, 2021 - Apr 30, 2021	<b>21</b> (0.62%)	20 (0.64%)	26 (0.61%)	88.46%	1.15	00:00:24	0.00%	0 (0.00%)	\$0.00 (0.00%)
% Change	<b>-23.81%</b>	<b>-25.00%</b>	<b>-34.62%</b>	<b>-6.91%</b>	<b>1.96%</b>	<b>47.88%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>
5. <a href="#">Mexico</a>									
May 1, 2021 - May 31, 2021	<b>11</b> (0.29%)	11 (0.31%)	11 (0.24%)	72.73%	1.27	00:00:56	0.00%	0 (0.00%)	\$0.00 (0.00%)
Apr 1, 2021 - Apr 30, 2021	<b>4</b> (0.12%)	4 (0.13%)	4 (0.09%)	100.00%	1.00	00:00:00	0.00%	0 (0.00%)	\$0.00 (0.00%)
% Change	<b>175.00%</b>	<b>175.00%</b>	<b>175.00%</b>	<b>-27.27%</b>	<b>27.27%</b>	<b>∞%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>
6. <a href="#">Philippines</a>									
May 1, 2021 - May 31, 2021	<b>9</b> (0.24%)	9 (0.25%)	11 (0.24%)	100.00%	1.00	00:00:00	0.00%	0 (0.00%)	\$0.00 (0.00%)
Apr 1, 2021 - Apr 30, 2021	<b>4</b> (0.12%)	4 (0.13%)	5 (0.12%)	80.00%	1.20	00:00:04	0.00%	0 (0.00%)	\$0.00 (0.00%)
% Change	<b>125.00%</b>	<b>125.00%</b>	<b>120.00%</b>	<b>25.00%</b>	<b>15.57%</b>	<b>100.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>



% Change	123.00%	123.00%	120.00%	23.00%	-10.07%	-100.00%	0.00%	0.00%	0.00%
<b>7. Germany</b>									
May 1, 2021 - May 31, 2...	<b>7</b> (0.18%)	7 (0.20%)	8 (0.17%)	100.00%	1.00	00:00:00	0.00%	0 (0.00%)	\$0.00 (0.00%)
Apr 1, 2021 - Apr 30, 2021	<b>4</b> (0.12%)	4 (0.13%)	4 (0.09%)	100.00%	1.00	00:00:00	0.00%	0 (0.00%)	\$0.00 (0.00%)
<b>% Change</b>	<b>75.00%</b>	<b>75.00%</b>	<b>100.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>
<b>8. Nigeria</b>									
May 1, 2021 - May 31, 2...	<b>7</b> (0.18%)	7 (0.20%)	7 (0.15%)	71.43%	1.43	00:00:47	0.00%	0 (0.00%)	\$0.00 (0.00%)
Apr 1, 2021 - Apr 30, 2021	<b>4</b> (0.12%)	4 (0.13%)	4 (0.09%)	100.00%	1.00	00:00:00	0.00%	0 (0.00%)	\$0.00 (0.00%)
<b>% Change</b>	<b>75.00%</b>	<b>75.00%</b>	<b>75.00%</b>	<b>-28.57%</b>	<b>42.86%</b>	<b>∞%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>
<b>9. Japan</b>									
May 1, 2021 - May 31, 2...	<b>6</b> (0.16%)	6 (0.17%)	6 (0.13%)	100.00%	1.00	00:00:00	0.00%	0 (0.00%)	\$0.00 (0.00%)
Apr 1, 2021 - Apr 30, 2021	<b>3</b> (0.09%)	3 (0.10%)	3 (0.07%)	100.00%	1.00	00:00:00	0.00%	0 (0.00%)	\$0.00 (0.00%)
<b>% Change</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>
<b>10. United Kingdom</b>									
May 1, 2021 - May 31, 2...	<b>5</b> (0.13%)	5 (0.14%)	5 (0.11%)	100.00%	1.00	00:00:00	0.00%	0 (0.00%)	\$0.00 (0.00%)
Apr 1, 2021 - Apr 30, 2021	<b>6</b> (0.18%)	6 (0.19%)	7 (0.17%)	71.43%	1.29	00:00:15	0.00%	0 (0.00%)	\$0.00 (0.00%)
<b>% Change</b>	<b>-16.67%</b>	<b>-16.67%</b>	<b>-28.57%</b>	<b>40.00%</b>	<b>-22.22%</b>	<b>-100.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>

Rows 1 - 10 of 72

# Sophos Central Report

Generated at Wed Jun 02 14:35:16 UTC 2021 by Laura Tolar

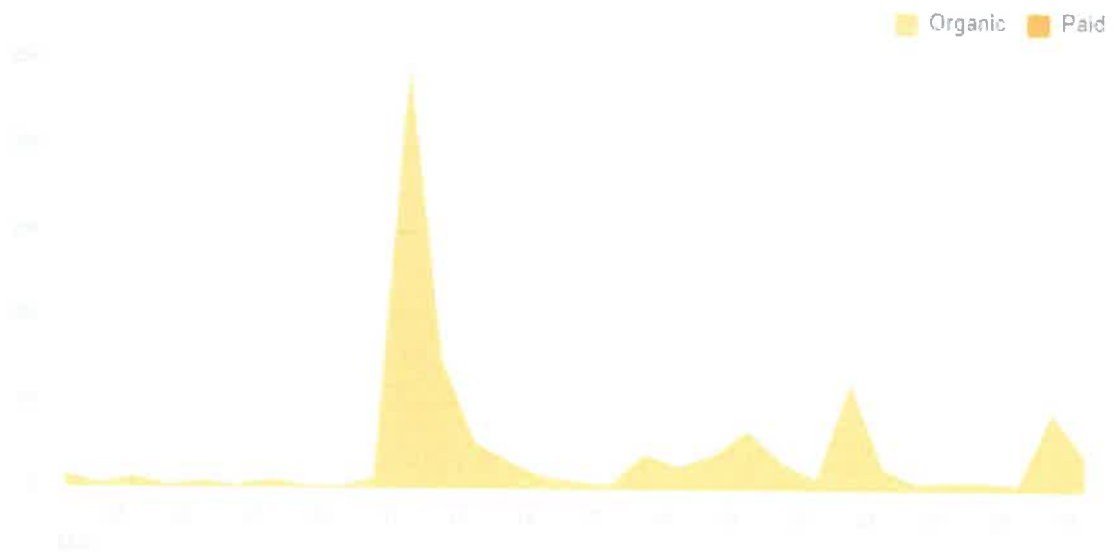
## Events

Severity	Event	User	User Groups	Device	Device Groups	When
Low	Access was blocked to "citi-retail-list-file.firebaseio.com" because of "Mal/HTMLGen-A".	FREEPORTTX\cezell		Stephanie-LT		5/21/21 12:06 PM
Low	New user added automatically: FREEPORTTX\bgraham	FREEPORTTX\bgraham		STATION-1104		5/11/21 1:21 PM
Low	Scan 'Sophos Cloud Scheduled Scan' completed	n/a		CF-FS01		5/9/21 5:09 PM
Low	Scan 'Sophos Cloud Scheduled Scan' completed	n/a		Apps		5/8/21 5:52 AM
Low	Scan 'Scan my computer' completed	Yvette Ruiz	Domain Users (FREEPORTTX)	RUIZ-PC		5/7/21 8:38 PM

# Facebook Activity for May

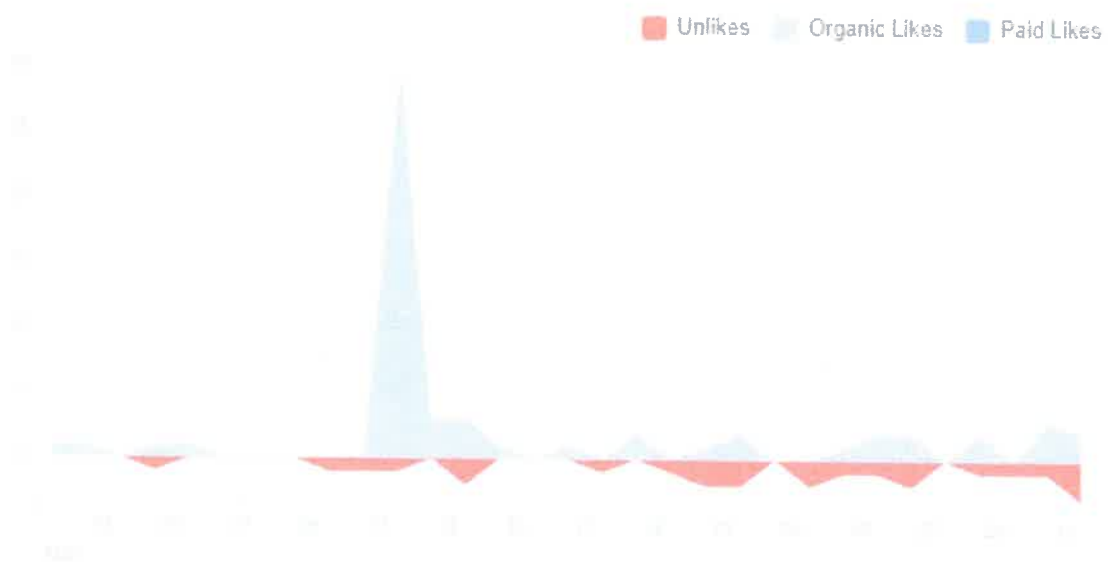
## Post Reach

The number of people who saw any of your posts at least once. This metric is estimated.



## Page Likes

The number of organic Page likes, paid Page likes and unlikes.

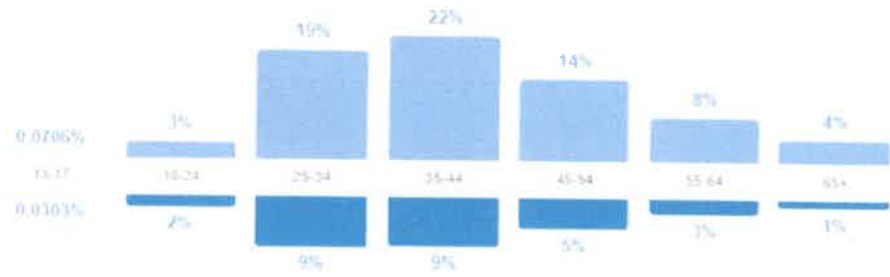


Women

71%  
Your Fans

Men

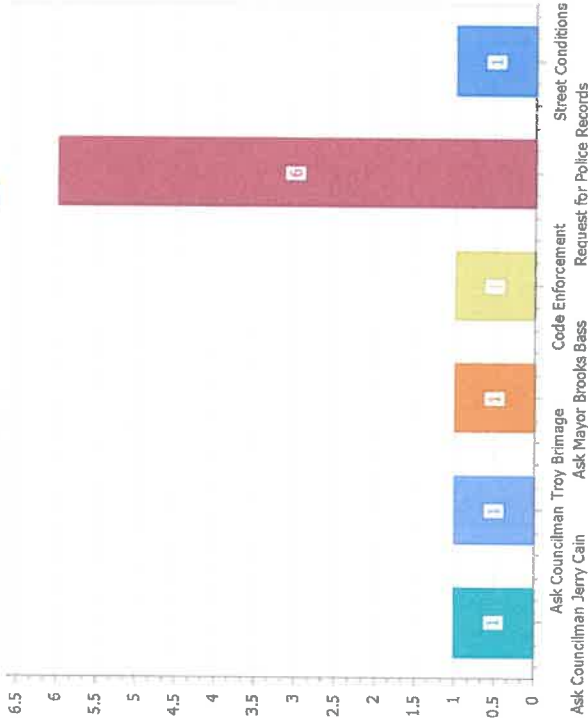
29%  
Your Fans



Country	Your Fans	City	Your Fans	Language	Your Fans
United States of America	3,425	Frisco, TX	1,301	English (US)	3,425
Mexico	55	Houston, TX	1,289	Spanish	812
Vietnam	4	Lake Dallas, TX	1,228	English (UK)	123
Indonesia	1	Argente, TX	531	Spanish (Spain)	88
United Kingdom	5	Osaka, TX	414	French (France)	10
South Korea	4	Edinburg, TX	224	Portuguese (Brazil)	10
Philippines	3	Richardson, TX	102	Hindi	9
Germany	1	Irving, TX	17	Indonesian	8
Spain	1	San Antonio, TX	168	Arabic	7
The Bahamas	0	New Columbia, TX	115	Norwegian	4

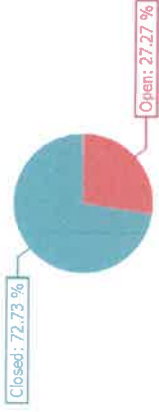
# Requests Overview

## Request Type



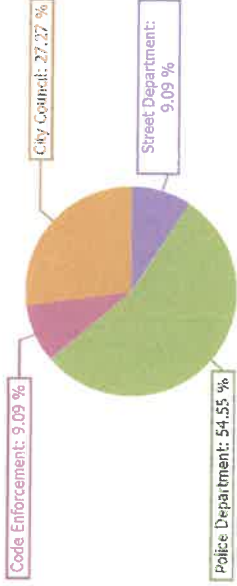
## Open/Closed

### Total Requests



## Departments

### Total Requests

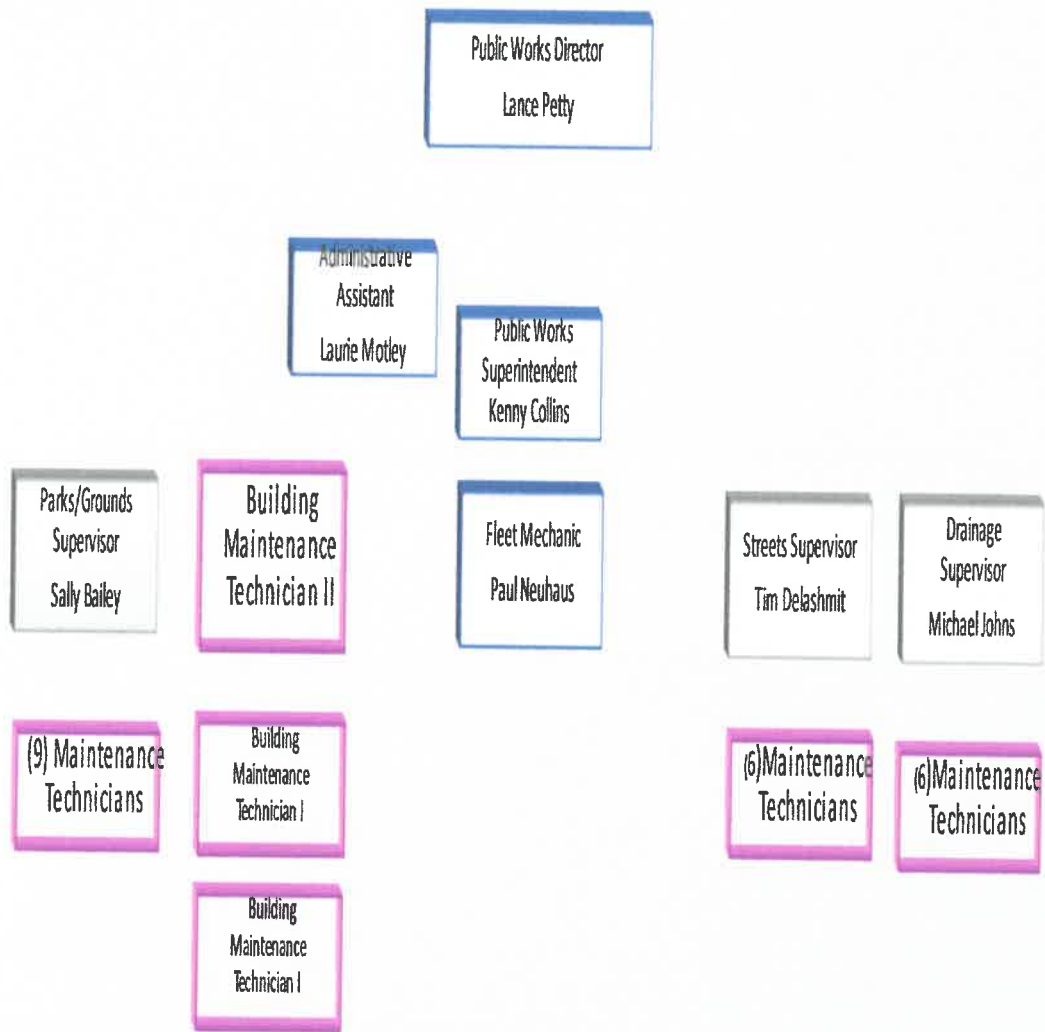


Request Type	Assigned Depart...	Assigned St...	Reference No	Status	Days O...	SLA Date
Ask Councilman Jerry C...	City Council	Jerry Cain	<a target=_blank class=...	Completed	3.88	3/22/2...
Ask Councilman Troy Br...	City Council	Troy Brimage	<a target=_blank class=...	New Req...	20.83	5/21/2...
Ask Mayor Brooks Bass	City Council	Brooks Bass	<a target=_blank class=...	Completed	82.92	3/22/2...
Code Enforcement	City Council	Billy Shoem...	<a target=_blank class=...	New Req...	62.75	4/3/2021
Request for Police Reco...	Police Department	Pam Morris	<a target=_blank class=...	Completed	0.33	3/3/2021
Request for Police Reco...	Police Department	Pam Morris	<a target=_blank class=...	Completed	0.33	3/3/2021
Request for Police Reco...	Police Department	Pam Morris	<a target=_blank class=...	Completed	0.33	3/3/2021
Request for Police Reco...	Police Department	Pam Morris	<a target=_blank class=...	Completed	0.33	3/3/2021
Request for Police Reco...	Police Department	Pam Morris	<a target=_blank class=...	Completed	0.33	3/3/2021
Street Conditions	Street Department	Lance Petty	<a target=_blank class=...	In Progress	134.58	1/28/2...

# PUBLIC WORKS MONTHLY REPORT JUNE 2021

City of Freeport

# ORGANIZATION CHART



# Key Activities

## **Parks / Grounds Division**

Under the direction of the Parks/Grounds/Facilities Supervisor, this division provides services to the community by conducting preservation and beautification of the City's parks, ball fields, building grounds and open spaces.

### Activities this month:

1. Mow and Landscape (9) City Parks weekly
2. Mow, and drag (5) youth baseball/softball fields daily
3. Mow football and soccer fields weekly
4. Mow big lots weekly
5. Mow landing weekly
6. Mow and landscape around (6) city buildings weekly
7. Litter control city right-of-way's weekly
8. Litter control (2) beaches daily
9. Clean and sanitize public restrooms at (2) parks daily
10. Weed and maintain flower beds city wide

### Key highlights this month:

1. Continue trimming trees in memorial park
2. Trimmed trees on 288
3. Library flower bed reconstruction
4. Power wash and paint building at SFA for Abigail painting
5. Set up Library from construction
6. Prepare and set up facilities for rentals



# Key Activities

## **Building Maintenance Division**

Under the direction of the Public Works Superintendent, this division provides services to the community by conducting preventative maintenance and repairs on all city property and buildings.

### Activities this month:

1. Install vents on pump station 2 building
2. Install extender metal on security cameras at Recreation Center
3. Repair lights at 288 entrance
4. Repair air compressor at golf course
5. Repair floor machine at River Place
6. Repair water tank at River Place
7. Repair Gable vents at FMP
8. Replace lighting at River Place
9. Install soap dispensers at River Place
10. Repair water leak at FCHP
11. Install temporary lighting at River Place
12. Preventative maintenance check on electrical in parks
13. Re set chiller at city hall
14. Install LED security lighting at SFA

### Key highlights this month:

1. Preventative maintenance on chiller at PD
2. Preventative maintenance on chiller at City Hall

# Key Activities

## Streets Division

Under the direction of the Streets Supervisor, this division provides street maintenance services to the community by pothole patching, curb, gutter and sidewalk repair and replacement of city streets and alleys. This division also provides sign maintenance which includes the installation and repair of roadway signs and the repair and maintenance of roadway markings within the city's right-of-way.

### Activities this month:

1. Break form boards and form curb at Mesquite and Broad
2. Saw cut driveways in alley between 6<sup>th</sup> and 7<sup>th</sup>
3. Patch pot holes city wide
4. Install reclaim in alley between 6<sup>th</sup> and 7<sup>th</sup>
5. Install rebar on Mesquite
6. Pour sidewalk on Mesquite
7. Saw cut road for repair behind stripes
8. Backfill from pour on Mesquite
9. Trim trees at cherry street, 2<sup>nd</sup> street, and 7<sup>th</sup>
10. Dig ditch at 1407 W. 4<sup>th</sup>

### Key highlights this month:

1. Saw cut, remove and concrete at Ave F & post office
2. Install rebar and pour concrete at Ave F & post office

# Key Activities

## **Drainage Division**

Under the direction of the Drainage Supervisor, this division is responsible for all repairs and maintenance of the city's stormwater collection system. This division also installs new culvert piping upon customer permitting.

### Activities this month:

1. Mow and weed eat all quadrants
2. 410 W. 1<sup>st</sup> to Ash dug out and graded 120' of ditch
3. Weed control Quadrant B
4. Remove no parking signs on avenue 8<sup>th</sup> between Yaupon and Dixie
5. Apply weed killer to drainage areas
6. Preventative maintenance on storm water pump stations
7. c/o 25 street signs
8. Clean citywide storm drain inlets
9. Install 44 feet of plastic culvert for development
10. Street sweep all quadrants
11. Paint curbs on Velasco
12. Paint white stop lines on Velasco
13. Trim trees on 7<sup>th</sup> and 8<sup>th</sup>

### Key highlights this month:

1. Spray all quadrants for Mosquitos (3) times per week

## Projects:

1. Ball field lighting – Waiting on contractor to schedule install
2. River place fishing pier – complete on 6/17
3. Interlocal roads – concrete curb, gutters and sidewalks will be complete by 7/1 (water and gas line being lowered)
4. Sewer line replacements in alleys for interlocal roads will be complete by 6/24 (rain delayed completion)
5. Street painting – Velasco/2<sup>nd</sup> and Velasco bridge complete
6. Fountain in memorial park – contractor programming on 6/17
7. Memorial park trees – public works crews are continuing to trim trees city wide
8. Lighting on 2<sup>nd</sup> from downtown to Sweet Tea – waiting on quote from Penny's electric
9. Entrance Palms – we will be trimming Palms when we rent the equipment for repairing lights at Riverside (ground almost stabilized for equipment)
10. Storm water pump station electrical upgrade – construction has begun and scheduled to be completed at the end of July
11. County start date August 2021 for interlocal roads
12. Downtown striping is complete
13. Beach clean up from storms is complete
14. Preventative maintenance on all stormwater pumps and generators have been completed and ready for hurricane season
15. Storm water bypass pumps have been reserved for hurricane season
16. All storm water inlets have been jetted and vacuumed in preparation of hurricane season
17. Ave A / Velasco lighting – Centerpointe will install by August 1