



**AGENDA
REGULAR MEETING
FREEPORT CITY COUNCIL
MONDAY, JANUARY 24, 2022 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 24TH DAY OF JANUARY, 2022, 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 ARE ENCOURAGED TO WEAR A FACE MASK.

This meeting will be live streamed via Facebook Live and may be accessed on the City of Freeport Facebook page: <https://www.facebook.com/freeporttexas>

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.

CONSENT AGENDA:

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 Any item requiring additional discussion may be withdrawn from the Consent Agenda by the Mayor, Councilmember or City Manager, and acted upon separately

1. Consideration and possible action on the approval of City Council meeting minutes from January 10, 2022. **(Wells)**
2. Consideration and possible action approving the road closures for the Mardi Gras Event on February 26, 2022. **(Strahan)**
3. Consideration and possible action approving the date change for the second Regular Council Meeting in February due to Presidents Day Holiday. **(Kelty)**
4. Consideration of approving Resolution No. 2022-2735 declaring a 2013 Chevy Tahoe Police unit with 110,497 miles as surplus and authorizing as disposal (to be donated to the Oyster Creek, Texas Police Department). **(Garivey)**

COUNCIL BUSINESS – REGULAR SESSION:

5. Consideration and Possible action on Notice of Award for bid for Phase 1 Concrete street repairs. **(Petty)**
6. Consideration and possible action on Notice of Award for bid for construction of new Public Works offices. **(Petty)**
7. Consideration and possible action approving Ordinance No. 2022-2655, amending the budgeted amount for the Public Works Building. **(Petty)**
8. Consideration and possible action approving Ordinance No. 2022-2656 amending regulations and establishing rates for solid waste to be established in the Master Fee Schedule. **(Kelty)**
9. Consideration and possible action on Resolution No 2022-2736 amending master fee schedule setting new rates for Solid Waste Service and the sale of trash bags. **(Ezell)**
10. Discuss and Take Possible Action on Budget Amendment for Supplementing the Completion of FM1495 Beach Entry and to Get Engineering and Pricing for the Asphaltting of CR723 and CR241. **(Pena/Muraira)**
11. Discuss and take possible action to set agenda procedures for Special Meetings. **(Pena/Muraira)**
12. Discuss and take possible action to amend contract with Ameri-Waste Trash Services; ie trash bin sizes, trash bags, etc. **(Pena/Muraira)**

13. Consideration and possible action on Resolution No. 2022-2737 for appointing a member to the Senior Citizen Board. **(Kelty)**

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, and Brazos Cove, c.) economic development (Wong 380 agreement for Brazos Cove) in accordance with Vernon's Texas Government Code Annotated, Chapter 551, Sections 551.071, 551.072 & 551.087.

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).

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

CERTIFICATE I certify the foregoing notice was posted in the official glass case at the rear door of the City

Hall, with 24 hours a day public access, 200 West 2nd Street, Freeport Texas, before 6:00 p.m. in accordance with Open Meetings Act.



Betty Wells, City Secretary,
City of Freeport, Texas

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Monday, December 20, 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
Cathy Ezell, Finance Director
Chris Duncan, City Attorney
Lance Petty, Public Works Director
Chris Motley, Fire Chief
Kacey Roman, Building Official
Ray Garivey, Freeport Police Chief
Laura Cramer, Special Project Coordinator/GIS

Visitors:

Raven Wuebker	Sabrina Brimage
Melanie Oldham	Tommy Pearson
Desiree Pearson	Pam Dancy
Diane McCleaster	Con McCleaster
Ed Garcia	Keith Stumbaugh
Jim Saccamano	Kelly Burks Army Corps
Mr. Braden Army Corps	Sam Reyna

Call to order.

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

INVOCATION AND PLEDGE OF ALLEGIANCE:

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

CITIZENS' COMMENTS:

Sam Reyna 2002 N Ave G, spoke to council about an article that was written in the Facts Newspaper. He also spoke of the Sprinkler Ordinance, he said that the city needs to start over on this ordinance, and it may keep businesses from leaving the City. He said that this is the ordinance that needs to be repealed. Mr. Reyna passed out to council some information on a house that is in his neighborhood. He said that this residence was given the okay, by Henry Rivas to turn on his power. But someone tagged the property

to not tamper with, but this was not signed, so he asked who did it? He said that they are still waiting to get this inspected. He said that they are using a generator, this needs to be taken care of it has been two months.

Ed Garcia 1924 N. G, said that he has lived in Freeport all of his life, he said that he has served the City of Freeport. He spoke of the allegations that were brought by Jeff Pena, against him, he said they are lies and no proof were brought forward to council. But council still removed him from the Board without an investigation. Mr. Garcia requested that council form an investigation on the allegations made against him by Jeff Pena. Mr. Garcia spoke of the investigation on the Boys and Girls Club, Mr. Garcia spoke of Mr. Duncan interviewing various ex-members of the Board, Mr. Garcia said he also spoke with these members, and they said Mr. Duncan did not inquire any information of any kind, Mr. Garcia said this is white washing.

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

Presentation of the Sabine Pass to Galveston Bay Coastal Storm Risk Management Program, (S2G)

Mr. Eddie Irigoyen Project Manager of the U.S. Army Corps of Engineers, Galveston District presented to council the S2G Program-Freeport Project which provides federal and Velasco Drainage District match funding to make improvements to the Levy around Freeport.

Presentation of a Proclamation for Martin Luther King, Jr.

Mayor Bass read the Proclamation for Martin Luther King, Jr.

CONSENT AGENDA:

Consideration and possible action on the approval of City Council meeting minutes from December 20, 2021.

Consideration and possible action approving the date change for the first and second city council meetings in January 2022, due to the New Years and Martin Luther King Holidays

Consideration of approving the ratification of the City Administration approval of the Windstorm Insurance Policy Renewal. Proposed by Victor Insurance for TWIA (Texas Windstorm Insurance Association).

On a motion by Councilman Muraira, seconded by Councilman Pena, with all present voting "Aye" 5-0 vote, Council approved item numbers 3-4 on the Consent Agenda.

COUNCIL REGULAR AGENDA:

Public Hearing: Re-Plat of Lots 432 & 433, Block 3 of Bar-X Ranch, Section II. Being a Re-Plat of a 2.00-acre tract of land known as Lots 432 and 433, Block 3 of Bar-X Ranch, Section II, situated in the Samuel Carter Survey, Abstract 53, Brazoria County, Texas, recorded in Volume 16, Page 119 of the Plat Records of Brazoria County, Texas.

Mayor Bass opened the Public Hearing at 6:30 PM.

Building Official Kacey Roman presented to council a re-plat of Lots 432 & 433, Block 3 of Bar-X Ranch, Section II. Being a Re-Plat of a 2.00-acre tract of land known as Lots 432 and 433, Block 3 of Bar-X Ranch, Section II, situated in the Samuel Carter Survey, Abstract 53, Brazoria County, Texas, recorded in Volume 16, Page 119 of the Plat Records of Brazoria County, Texas. Ms. Roman said that this was presented to Planning and Zoning and was approved.

Mayor Bass closed the Public Hearing at 6:34 PM.

On a motion by Councilman Cain, seconded by Councilman Muraira, with all present voting "Aye" 5-0 vote, Council approved a re-plat of Lots 432 & 433, Block 3 of Bar-X Ranch, Section II. Being a Re-Plat of a 2.00-acre tract of land known as Lots 432 and 433, Block 3 of Bar-X Ranch, Section II, situated in the Samuel Carter Survey, Abstract 53, Brazoria County, Texas, recorded in Volume 16, Page 119 of the Plat Records of Brazoria County, Texas.

Public Hearing: River Haven Village being a 5.000 Acre Tract (217,805.82 SQ FT) out of a 38.7667 acre tract (1,688,681.47 SQ FT) out of a 63 acre tract of land in the Eastern part of the Ramiddle Half of the C. G. H. and H. H. Allsbury One and One-Half League Grant, Abstract 4, Brazoria County, Texas, said 63 acre tract being described as second tract in a deed from J. L. Ducroz and wife, Ella Ducroz, to Charlie Ducroz as recorded in Volume 571, Page 574 of the Deed Records of Brazoria County, Texas. Reason to Plat, to Create 1 Block 5 Lots SCALE: 1"=60', date 10/26/2021.

Mayor Bass opened Public Hearing at 6:35 PM.

Building Official Kacey Roman presented to council a re-plat of River Haven Village being a 5.000 Acre Tract (217,805.82 SQ FT) out of a 38.7667 acre tract (1,688,681.47 SQ FT) out of a 63 acre tract of land in the Eastern part of the Ramiddle Half of the C. G. H. and H. H. Allsbury One and One-Half League Grant, Abstract 4, Brazoria County, Texas, said 63 acre tract being described as second tract in a deed from J. L. Ducroz and wife, Ella Ducroz, to Charlie Ducroz as recorded in Volume 571, Page 574 of the Deed Records of Brazoria County, Texas. Reason to Plat, to Create 1 Block 5 Lots SCALE: 1"=60'. She said this was presented to Planning and Zing and was approved.

Mayor Bass closed the Public Hearing at 6:35 PM.

On a motion by Councilman Muraira, seconded by Councilman Cain, with all present voting "Aye" 5-0 vote, Council approved a re-plat of River Haven Village being a 5.000 Acre Tract (217,805.82 SQ FT) out of a 38.7667 acre tract (1,688,681.47 SQ FT) out of a 63 acre tract of land in the Eastern part of the Ramiddle Half of the C. G. H. and H. H. Allsbury One and One-Half League Grant, Abstract 4, Brazoria County, Texas, said 63 acre tract being described as second tract in a deed from J. L. Ducroz and wife, Ella Ducroz, to Charlie Ducroz as recorded in Volume 571, Page 574 of the Deed Records of Brazoria County, Texas. Reason to Plat, to Create 1 Block 5 Lots SCALE: 1"=60'.

Public Hearing: Discussion regarding Zoning Ordinance No. 2021-2653 and Subdivision Control Ordinance No. 2021-2654.

Mayor Bass opened a Public Hearing at 6:36 PM.

Building Official Kacey Roman presented to Council the discussion regarding Zoning Ordinance No. 2021-2653 and Subdivision Control Ordinance No. 2021-2654. Ms. Roman said there have been several changes and suggestions made by the public and council. City Manager Tim Kelty said corrections were made of the concerns that City Attorney Chris Duncan had with his review and approval. There have

been a few requests that Councilman Pena has made for changes in the ordinance, and a map change as well.

Councilman Pena spoke of the changes he feels are important, he said these changes will help to maximize the growth of Freeport.

James Saccamano 1507 West 10, opposes the park changes, and changes to the boat ramp, he said people use these, as well as the levee.

James Schaffer asked if the W-1 Zoning will this include multi-family residence?

Mayor Bass said that some of the proposed changes Councilman Pena has is to expand the W-1.

Melanie Oldham said that Planning and Steering Committee has worked hard on this Zoning. She said there may be pros and cons to this.

Pamela Dancy opposes the changes she said she likes the park, and having the boat ramp.

William Leach he said city's grow or die. He said it is refreshing the city council is trying to refresh our city. He said the waterfront needs to be developed, to make something special out of our waterfront and draw people in.

Betty Page opposes these changes. She said we need our park space and the boat ramp.

Keith Stumbaugh 518 West 4, said it is his understanding the park will stay in place because it is City Park Land, regardless of what proposed changes Councilman Pena is requesting. City Attorney Chris Duncan said that this is correct. Mr. Stumbaugh said that no matter how it is zoned the city will still control any and all development, of the City owned Park Land. He said the street side of the levee needs discussion for development, instead of the City owned Park Land.

There was lengthy discussion on R-2, W-1, Downtown, and Spot Zoning by Mayor and Council.

City Attorney Chris Duncan said that the legal inconsistencies have been corrected.

City Manager spoke of residential development in downtown, he said there were not a whole lot of changes to what the Plan Commission and City Council spent several months developing in 2020. He said that Councilman Pena is recommending residential on the first floor. He said his concern is there are not a lot of businesses in the downtown, but we do have a vision for the downtown. If we make these changes we could have a developer, by right, buy up a block of the downtown, tear down and just build houses, and this could eliminate the downtown all together. He said he does not believe this is the vision that the Planning Commission, Council and the Public had for downtown.

Mayor Bass closed the Public Hearing at 8:20 PM.

Consideration and possible action approving Zoning Ordinance No. 2021-2653 and Subdivision Control Ordinance No. 2021-2654 and the signing of the Official Zoning Map by the Mayor and City Secretary.

Building Official Kacey Roman said at this point, it is at the discretion of Council.

Mayor Bass said in regards to the zoning map there are two issues brought up. The first is Councilman Pena was recommending from the Shaffer property down to the South Side of the Old River, to convert this to a W-1. The second issue is from Mr. Duncan, and the concern of some of the smaller subsections that are left out of bigger blocks of zoned areas. Mayor Bass said the zoning and subdivision ordinances there are four issues that were brought up. He said the W-1 proposal by Councilman Pena on the map. One is on page 63, reduce amount of acreage on the PUD from ten to one acre. Two is on page 61 the W-1 be included to add mixed use and residential, Mr. Kelty recommended specific use permit. The other issue to W-1 is on page 71, "Any developer shall provide public access to the water front". The last issue is on page 70, Councilman Pena recommend that the provision on top of the page be eliminated from the proposed ordinance, which allows only upper floor for residences.

Councilman Cain said, that currently residential use on the ground floor is prohibited. Councilman Cain said there was a lot of citizen input on this. He said it was discussed in depth. He said this is one of the things the citizens wanted. They did not want residence on the ground floor in the downtown district. Councilman Cain said he thinks this needs to stay as it is.

Councilman Muraira said in regards to Councilman Cain's comment about the citizens concern of downtown ground floor residence, he asked when was the conversation? Mr. Kelty said about two years ago?

Councilman Brimage said that he agrees with Councilman Cain with the ground floor residence. He said we need to identify the land we want to keep. Councilman Brimage disagreed to the change to W-1. He said the downtown Freeport will not develop without the waterfront.

Mayor Bass asked each Councilman what his informal vote is on the map? Councilman Muraira said that he is indifferent for the changes. Councilman Brimage said he is against changing the Park to be zoned W-1. Councilman Pena said he is for the changes. Councilman Cain agreed with Councilman Brimage that the park zoning should not be changed.

There was a lengthy discussion by council on the changes to the Ordinances and the Map.

Mayor Bass made a motion to approve Zoning Ordinance No. 2021-2653 and Subdivision Control Ordinance No. 2021-2654 and the Zoning Map, with changes to the proposed Zoning Map to remove Spot Zoning C-1 & C-2, and extend the W-1 Zoning from Velasco to Cedar along 2nd Street. In regards to the Ordinances, approve with change in W-1 modified to include residential and mix use and multifamily, and W-1 change to say that "the developer shall provide public access to the water front". Seconded by Councilman Brimage, with all voting "Aye" 5-0 Council unanimously approved Zoning Ordinance No. 2021-2653 and Subdivision Control Ordinance No. 2021-2654 and the signing of the Official Zoning Map by the Mayor and City Secretary.

Second Reading and Consideration of approval of Resolution No. 2021-2732 approving Economic Development projects to be enacted by the Freeport Economic Development Corporation.

City Manager Tim Kelty read to council the Second Reading and Consideration of approval of Resolution No. 2021-2732 approving Economic Development projects to be enacted by the Freeport Economic Development Corporation.

Mayor Bass asked Councilman Cain why is there no amount listed in the resolution? Councilman Cain, said he would ask the person that wrote the resolution. City Attorney Chris Duncan said the only legal requirement is it must be budgeted, and must stay within the budget.

Councilman Pena asked if council can set a dollar amount, or does this need to go back to EDC? Mr. Duncan said it can go either way.

On a motion by Councilman Pena, to pass Resolution as is with \$150,000 for the Local Business Improvement Grant, \$25,000 for the Outdoor Market on the EDC Property, and \$25,000 on the Bridge Lighting, seconded by Councilman Cain, with all voting "Aye" 5-0 Council unanimously approved. Second Reading and Consideration of approval of Resolution No. 2021-2732 approving Economic Development projects to be enacted by the Freeport Economic Development Corporation.

Discussion and possible action regarding Ordinance No. 2021-2648 to require all City Council and Public Board Members to disclose: All current Real Estate Assets in Brazoria County held in their personal name, immediate family's name, business name. All Business Entities owned or partnered in Texas. Any and all business agreements with any other Board or Council member. Any and all agreements or contracts with the city.

City Manager Tim Kelty presented to council Ordinance No. 2021-2648 to require all City Council and Public Board Members to disclose: All current Real Estate Assets in Brazoria County held in their personal name, immediate family's name, business name. All Business Entities owned or partnered in Texas. Any and all business agreements with any other Board or Council member. Any and all agreements or contracts with the city.

Councilman Cain asked if City Attorney checked with TML to make sure this is a legal ordinance? City Attorney Chris Duncan said yes, he spoke with TML and this is legal, that it does follow the same guidelines to larger cities, and we are a Home Rule City and we are allowed to similar law. He said the penalty to this ordinance will be a Class C Misdemeanor.

Councilman Brimage asked how will this be enforced, and who will represent me? Mayor Bass said he believes he would have the support of TML, being a councilmember.

A motion was made by Councilman Brimage, to pass Ordinance No. 2021-2648, adding that the City Attorney to be treated same as council, and adding disclosure of any liens and judgments against City Council Members and City Attorney, and any and all addresses owned or leased and lived in by any Council Member or City Attorney. The motion was seconded by Mayor Bass with discussion that followed.

Mayor Bass said he thinks this is requiring too much. As part of our new change with Auditors we have to provide our disclosure form, so I am sure it has already been done. Mayor Bass said in his personal opinion he will vote against this motion, but he will also be voting against item number ten. Mayor Bass said this is just too broad and too invasive.

Councilman Brimage said this information is all public record.

Councilman Pena said the spirit of the ordinance is for transparency. And provide what should and should not be investigated. Councilman Pena said that he has had informal discussion with the EDC Board and has had no negative feedback.

Mayor Bass said that he will get a copy of CHI St. Luke disclosure form, for the City Attorney to review. Mayor Bass said again he feels this is too invasive.

Councilman Cain asked about the disclosure form from CHI St. Luke? Mayor said he will ask what he can have a copy of, he said maybe a generic copy.

Mayor Bass called the motion for a vote, with a 2-3 vote, motion did not pass. Councilmen Muraira and Brimage voted "Aye" Mayor Bass, and Councilmen Pena and Cain vote "Nay".

On a motion by Councilman Pena, to pass Ordinance No. 2021-2648 as written, with a second by Councilman Cain with all present and voting 3-2, Council approved Ordinance No. 2021-2648 to require all City Council and Public Board Members to disclose: All current Real Estate Assets in Brazoria County held in their personal name, immediate family's name, business name. All Business Entities owned or partnered in Texas. Any and all business agreements with any other Board or Council member. Any and all agreements or contracts with the city. Mayor Bass and Councilman Brimage voted "Nay".

Consideration and possible action on Resolution NO. 2021-2733 and Resolution No. 2021-2734 appointing/reappointing members to various Boards and Commissions.

Mayor Bass presented to council Resolution NO. 2021-2733 and Resolution No. 2021-2734 appointing/reappointing members to various Boards and Commissions. He said that we have an application from Mr. Stoney Burke, and one from James Saccamano to serve on the Planning and Zoning Board. George Matamoras filed an application to serve on the Boards of Adjustments.

James Saccamano spoke to council of his interest in serving on the Planning Commission.

On a motion by Councilman Cain to appoint Stoney Burke to the Planning Commission with term ending on May 31, 2022, and to appoint James Saccamano to the Planning Commission with term ending May 31, 2023, seconded by Councilman Muraira, with all voting 4-1 Council approved Resolution No. 2021-2733. Councilman Pena voted "Nay".

On a motion by Councilman Brimage, to appoint George Matamoras to the Boards of Adjustments with the term ending May 31, 2022, seconded by Councilman Cain. With discussion that followed.

Councilman Pena said that it has come to his knowledge that Mr. Matamoras was related to a lawsuit that was brought onto the EDC, and there were questions regarding the activity. Councilman Pena asked if this could be discussed in Executive Session. City Attorney Duncan said this does not qualify for Executive Session.

Mayor Bass called for the motion, with all voting 4-1 Council approved Resolution No. 2021-2734, appointing George Matamoras to the Board of Adjustments. Councilman Pena voted "Nay".

WORK SESSION:

Mayor Bass said the Facts called and wanted to know what will be different and new in the City of Freeport. He said he thinks it is important that the city know our finances are strong, our administration is strong and he believes our council is strong. He said we have projects in place. He said the EDC is acting on projects. He said we have to be physically and emotionally strong. Mayor Bass said that it is important that we maintain our public trust.

Councilman Pena said he likes the new council chairs, he said tax payer money well spent. He said that the new trash bins are coming out, and they are much smaller. He asked Mr. Petty when the holiday lights will be removed. Councilman Pena said to be clear he would like the lights to stay up longer. Mr. Petty said this work will be done hopefully by the end of the week, but he has had a lot of staff out with COVID, and he has been short staffed. Councilman Pena asked about the weed eating contract for downtown, he said that there seems to be three different companies that do this. Mr. Petty said we have one contract, we do not have multiple contractors. Councilman Pena asked about the sidewalks on 2nd Street, he said he has been asking for this for over a year. He also asked about the 9th Street flooding, and when will this be addressed? Mr. Petty said that they have met with the City Engineer and he said there is no physical way to drain that water to 9th Street, so we will have to look at negotiating an easement on the backside of those properties. And we will have to go in and cut drainage ditches to get the water to Velasco Drainage. Councilman Pena asked if these conversations have commenced, Mr. Petty said they have not yet. Mr. Petty said the sidewalks are being surveyed and he is trying to come up with a sidewalk replacement program. He said he is putting the plan in place now. Councilman Pena asked about the bids for the Service Center. Councilman Pena asked Ms. Roman about the corner of Velasco and Gulf Blvd., he asked what is the development on the North West corner. Mr. Kelty said it is a Motel development. Councilman Pena asked if the beach road a County or City road? Mr. Kelty said it is a City road. Councilman Pena said the road paving falls short. He said it is not long enough nor wide enough. He said it is also important that we communicate to the community of what we are doing for the infrastructure. He said let's get a schedule mailed out in the water bills.

Councilman Cain asked where we stand for the slide for the park. Mr. Petty said it should be here tomorrow, and as soon as we get it, it will be installed. Councilman Cain said that on Velasco Bridge the sidewalk comes over to 2nd Street, on the East side the sidewalk comes all the way down and circles around, but on the West side it comes down about ¾ of the way and stops. Is there anyway we can make this come on around and follow 2nd Street. Mr. Petty said that this is in the plan. Councilman Cain asked Ms. Roman about the vacant home on the Corner of 4th and Mesquite. He said it looks like work is being done, but limbs are being thrown over the fence, and are in the roadway. He said also the garage door is not closed and just welcoming people in.

Councilman Muraira said that he likes the Facebook Live. He said for the longest time there were about 40 viewers. He said this is working and we need to continue. He said once this is posted it should remain and not be removed. This is required and keeps transparency.

Councilman Brimage apologized to Pam Dancy for the council, he said you are not the Peanut Gallery. He said that he appreciates everyone staying here until 10:00 PM. He said that he wants to address Ed Garcia's comment and he wants the people to know that he does not have anything to do with Chris Duncan doing the investigation on Mr. Pena. He said that he disagrees with this and he believes that a 3rd Party investigation should be done. He said he is still asking for this. Councilman Brimage asked the City Manager to get the Building Department some temporary help. He said these inspections need to be done in a timely manner. Councilman Brimage also asked that the EDC Meetings to be held online, so that council can be involved.

City Manager Kelty said that we held a bid on concrete streets last week. He said that the solid waste contract is moving forward, and a newsletter went out focusing on the communication of the upcoming changes for the solid waste. He said we also have 3 homes going before the BOA this month.

Update on reports / concerns from Department heads

CLOSED SESSION:

Open session was closed at 10:00 pm and Council entered into Executive Session

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

Adjourn

Mayor Bass called the Regular Meeting back into session at 10:25 PM. The meeting was immediately adjourned with no further action.

Mayor, Brooks Bass
City of Freeport, Texas

City Secretary, Betty Wells
City of Freeport, Texas

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Tuesday, January 18, 2022, 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

Call to order.

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

INVOCATION AND PLEDGE OF ALLEGIANCE:

Invocation and Pledge was led by Councilman Muraira.

CLOSED SESSION

Executive Session regarding a.) (Potential Litigation) consultation with city attorney, in accordance with Vernon's Texas Government Code Annotated, Chapter 551, Sections 551.071.

Council went into executive session at 6:03 PM.

COUNCIL BUSINESS-REGULAR SESSION:

Take any action resulting from executive session.

Council returned to regular session at 8:03 PM, with no action was taken.

Adjourn

On a motion by Councilman Pena, seconded by Councilman Muraira, with all present voting "Aye", Mayor Bass adjourned the meeting at 8:04 P.M.

Mayor, Brooks Bass
City of Freeport, Texas

City Secretary, Betty Wells
City of Freeport, Texas



City Council Agenda Item # 2

Title: Request for road closure Mardi Gras Event on February 26, 2022.

Date: January 24, 2022

From: LeAnn Strahan, Museum Director/Main Street Coordinator

Staff Recommendation:

Staff requests Council approve the road closures for this inaugural Main Street event in historic Downtown Freeport, as we highlight our designated Main Street area by introducing new events and activities.

Item Summary:

The Freeport Historical Commission & Main Street Advisory Board is hosting the 1st Annual Mardi Gras Festival downtown on Saturday, February 26, 2022 from 12pm-6pm. Planned activities include a chicken & sausage Gumbo Cookoff, King Cake eating contest, beer booth, LT and the Zydeco Mob band, and other live entertainers. The festivities will kick off with a parade including decorated floats with candy, beads, etc. We are partnering with St. Mary's Star of the Sea Catholic Church and will begin in the parking lot on Velasco. Heading north, we will take a right on 2nd Street down to W. Park which will be reserved for parade participants that want to set up for the day and enjoy in the rest of the festivities.

The requested road closures on Saturday, 2/26/22 include the following:

- 9:00 am-6:00 pm W. Park from 2nd Street to 4th Street (for parade traffic only)
 E. Park from 2nd Street to 4th Street
 Road barrels at Broad and E. Park alley
 Road barrels at Broad and east side of W. Park

- 11:30 am-12:30 pm 7th St. at Velasco and Church parking lot
 Velasco from 7th Street to 2nd St. – all intersections
 2nd St. from Velasco to W. Park – all intersections

In addition, we request permission to apply for Temporary Event Approval to sell beer at the festival under the City TABC license. Beer would be purchased by the golf course and sold at the event only. A booth will be set up to purchase beer tickets and beer will not be sold directly for cash. All beer not sold will be returned to the Municipal Golf Course.

Background Information:

N/A

Special Considerations

N/A

Financial Impact:

The sale of beer, event t-shirts, and wristbands for all you can sample gumbo will help to recuperate a percentage of the festival expenses. We have a budget of \$6,500 for the 1st Annual Mardi Gras Festival and received an EDC sponsorship of \$3,500 in support of this downtown event.

Board or 3rd Party recommendation:

N/A

Supporting Documentation:

Event flyer (front)

Event flyer (back)

Proposed Event budget

Map of proposed road closures


MARDI GRAS FESTIVAL
 SATURDAY, FEBRUARY 26TH

12PM PARADE

GUMBO COOK-OFF
LIVE MUSIC

FAMILY FUN ACTIVITIES

HISTORIC DOWNTOWN FREEPORT - MEMORIAL PARK
historicalmuseum@freeport.tx.us | PH: 979-233-0066

CHICKEN & SAUSAGE
GUMBO COOK-OFF
 TEAM REGISTRATION \$50
 REGISTER BEFORE FEBRUARY 14TH
 WRIST BAND \$10 ALL YOU CAN SAMPLE!

FLOAT PARADE

APPLICATIONS AVAILABLE AT
 DOWNTOWN HISTORICAL MUSEUM FOR
 COOKOFF & FLOAT PARADE ENTRY

For more info: 979-233-0066
historicalmuseum@freeport.tx.us
 @freeportmuseum



Road Blocked

Freepoint City Hall

COOK OFF BOOTHS

ROCK CLIMBING

WATER FILLED ROAD BLOCKS

COOK OFF TENT

BEER

Road Blocked

PARADE ENDS HERE

Church

PARADE STARTS HERE

y's Star Sea Chr

3D

Drag to change heading

100%

Light of Jesus

200 m

Camera: 2,247 m 28°57'01"N 95°21'11"W



ROCK CLIMBING

FACE PAINTING

COOK OFF BOOTHS

4 SMALL STAGE PIECES/TABLES/CHAIRS

STAGE

COOK OFF TENT

WATER FILLED ROAD BLOCKS

Freeport Museum and Visitor Center



City Council Agenda Item # 3

Title: Consideration and possible action on rescheduling the second regular City Council meeting in the month of February 2022.

Date: January 24, 2022

From: Betty Wells, City Secretary

Staff Recommendation: Staff recommends rescheduling the second regular City Council meeting in February, to Tuesday February 22, 2022.

Item Summary: The second regular meeting February falls on the Presidents Day Holiday and city offices are closed and regular meetings suspended.

It is recommended that the meeting be rescheduled to the next day, Tuesday February 22, 2022 at 6:00 p.m.

Background Information: None.

Special Considerations: None.

Financial Impact: None.

Board or 3rd Party recommendation: None

Supporting Documentation: None.



City Council Agenda Item # 4

Title: Donation of used Police Tahoe to the Oyster Creek Police Department

Date: January 24, 2022

From: Chief Raymond Garivey

Staff Recommendation: Staff recommends donating a Chevrolet Police Tahoe to the Oyster Creek Police Department.

Item Summary: Vehicle is a 2013 Chevrolet Tahoe with 110,497 miles, VIN #1GNLC2E01DR253717.

Background Information: The Freeport Police Department has always had a great working partnership with other police agencies throughout Brazoria County. On January 12, 2022, the Freeport Police Department received a letter from the Oyster Creek Police Department Chief Richard Foreman, asking for a possible donation of one of our out of service police vehicles. Chief Foreman in his request states that his department is starting a new K-9 program and this donated vehicle will be used for the K-9 program. His K-9 and Handler will be available to the Freeport Police Department and surrounding agencies if needed.

Special Considerations: Staff recommends that we donate said Tahoe to the Oyster Creek Police Department as part of our continued partnership with other agencies. We are always happy to help a neighboring agency with surplus equipment to be used in safeguarding their community.

Financial Impact:

Board or 3rd Party recommendation:

Supporting Documentation: Resolution and letter from the Oyster Creek Police Department.

RESOLUTION NO. 2022-2735

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, DECLARING CERTAIN PERSONAL PROPERTY AS OBSOLETE AND SURPLUS; PROVIDING FOR DISPOSAL OF THE SAME BY THE CITY MANAGER OR HIS DESIGNEE; AUTHORIZING THE MAYOR TO EXECUTE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has certain personal property to wit attached as Exhibit “A”; and,

WHEREAS, said personal property due to its age and use is obsolete and surplus and has no effective value for the City to otherwise dispose of or trade in such personal property; and

WHEREAS, the City no longer has any foreseeable use for such property which has no useful purpose and the same should be deemed to be surplus; and,

WHEREAS, the City needs to dispose of such personal property; and,

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

SECTION 1. The personal property owned by the City identified by Exhibit “A”, attached, are hereby declared to be obsolete and surplus, and that the City Manager is authorized to dispose of such personal property for its salvage value or donate it to any other nonprofit entity, by appropriate means.

SECTION 2. The personal property identified in Exhibit “A” shall be donated to the city of Oyster Creek, Texas, specifically the Oyster Creek Police Department, and said donation shall serve a public purpose.

SECTION 3. That this Resolution shall take effect immediately from and after its passage as provided by law.

PASSED and APPROVED by the City Council of the City of Freeport, Texas, on the 24th day of January, 2022.

APPROVED:

Brooks Bass, Mayor

ATTEST:

Betty Wells, City Secretary

APPROVED:

Christopher Duncan, City Attorney



Chief Richard Foreman
Oyster Creek Police Department
3210 F.M. 523, Oyster Creek, Texas 77541

To: Chief Raymond Garivey
Freeport Police Department

From: Chief Richard Foreman
Oyster Creek P.D.

Date: 01/12/2022

Subject: Patrol Unit Donation

Chief Garivey,

The City of Oyster Creek and the Oyster Creek Police Department are seeking the donation of a used Patrol vehicle .

The Oyster Creek Police Department is starting a K-9 program. The K-9 and Handler have completed all certifications necessary to be operational. But the K-9 Team is in need of a Patrol vehicle to become fully operational.

The OCPD K-9 Team will available to all surrounding agencies when needed once transportation is provided to the team.

Any consideration to assist OCPD with this donation will be greatly appreciated.

A handwritten signature in black ink, appearing to read "Richard Foreman".

Chief Richard Foreman
Oyster Creek Police Department



City Council Agenda Item # 5

Title: Consideration of awarding bid to Lucas Construction Company for Phase 1 of concrete street re-construction.

Date: January 24, 2022

From: Lance Petty, Public Works Director

Staff Recommendation:

Staff recommends awarding bid to Lucas Construction Company for phase 1 of concrete street re-construction in the amount of \$2,360,303.50

Item Summary:

With award of bid, contractor will submit all required paperwork and bonds for execution of the construction agreement and begin mobilization to start construction on Phase 1 of the concrete street reconstruction. Phase 1 includes approximately 1.1 miles of concrete road replacement, curbs, gutters, sidewalk and additional underground drainage improvements identified by Freese and Nichols engineering.

The list includes phase 1 streets in no particular order:

Arbutus Street,	From 2nd Street to 4th Street
W. 10th Street,	From Velasco Street to Magnolia Street
W. 8th Street,	From Dixie Street to 1841 8th Street
W. 6th Street,	From Yaupon Street to Dixie Street
W. 7th Street,	From Yaupon Street to Dixie Street
W. 5th Street,	From Dixie Street to Court
Lynn Street,	From Dixie Street to Avalon Street
Avalon Street,	From W. 6th Street to W. 7th Street

Background Information:

The city of Freeport City Council authorized Freese and Nichols engineering to complete the engineering for Phase 1 concrete street reconstruction. On December 9th and December 16th 2021, the city ran ads for an request for bids for phase 1. The city received (5) five proposals and held the bid opening on Tuesday December 21, 2021. Freese and Nichols Engineering completed the review of the lowest bidder and

confirmed the bid tabulation and recommends the award to Lucas Construction Company as the lowest bidder.

The list of bids for Phase 1 streets included bids from the following contractors

Lucas Construction Company,	\$2,360,303.50
Sorrel Construction,	\$2,931,656.00
Metro City,	\$3,113,786.00
HTI Construction Inc.	\$3,202,181.00
Tandem Services,	\$3,271,046.65

Special Considerations:

If approved, the completion of the proposed phase 1 roads will be completed during the 4th quarter of 2022

Financial Impact:

The cost of construction will be covered by a combination of 2020 Bond funding and supplemented with funding from the General fund. The total cost of authorization is \$2,360,303.50

Board or 3rd Party recommendation: None

Supporting Documentation: Bid received from Lucas Construction Company, Bid Tabulation, Letter of recommendation from Freese and Nichols



Innovative approaches
Practical results
Outstanding service

11200 Broadway Street, Suite 2320 • Pearland, Texas 77584 • 832-456-4700 • FAX 832-456-4701

www.freese.com

January 13, 2022

Tim Kelty
City of Freeport
200 W 2nd St
Freeport, TX 77541

Re: Project/Bid No.: FRE21225
Freeport Street Reconstruction (Phase 1)

Dear Mr. Kelty:

Listed below is the summary of bids for Freeport Street Reconstruction (Phase 1) project. A total of five bid proposals were received on January 6, 2022.

Summary of Bids:

	<u>Total</u>
1) Lucas Construction Company, Inc	\$2,360,303.50
2) Sorrell Construction Equipment & Materials, LLC.	\$2,931,656.00
3) MetroCity, LLC	\$3,113,786.00
4) HTI Construction Inc.	\$3,202,181.00
5) Tandem Services, LLC	\$3,271,046.65

Freese and Nichols' Opinion of Probable Construction Cost for the project was \$2,980,484.00. A copy of the bid tabulation is attached for your use and information.

FNI is familiar with Lucas Construction Company, Inc and called them to discuss the bid. They confirmed that they bid the job to be competitive.

Based on this information, Freese and Nichols recommends that the City of Freeport award the construction contract for this project to Lucas Construction Company, Inc. in the amount of \$2,360,303.50.

Please call me at (832) 987-3814 if you have any questions.

Sincerely,

Scott Kirby, P.E.
Freese and Nichols, Inc.

SECTION 00 41 13

BID FORM

ARTICLE 1 – BID RECIPIENT

1.1 Bidder submits this Bid to:

City of Freeport
200 W 2nd St
Freeport, TX 77541
Attention: Tim Kelty
Freeport Street Reconstruction - Phase 1
Bid Number: 2022-01

ARTICLE 2 – BIDDER’S ACKNOWLEDGMENTS

- 2.1 Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner on the form included in the Contract Documents and to perform all Work specified or indicated in Contract Documents for the Contract Price indicated in this Bid or as modified by Contract Amendment. Bidder agrees to complete the Work within the Contract Times established in the Agreement or as modified by Contract Amendment and comply with all the other terms and conditions of the Contract Documents.
- 2.2 Bidder accepts all of the terms and conditions of Section 00 11 16 “Invitation to Bid” and Section 00 21 13 “Instructions to Bidders.”
- 2.3 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of its failure to complete Work in accordance with the schedule set forth in the Agreement.
- 2.4 Bidder acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date	Signature Acknowledging Receipt
Addendum #1	January 4, 2022	

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.1 Bidder has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- 3.2 Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- 3.3 Bidder is familiar with Laws and Regulations that may affect cost, progress, and performance of the Work.
- 3.4 Bidder has considered the:
 - A. Information known to the Bidder;
 - B. Information commonly known to contractors doing business in the locality of the Site;
 - C. Information and observations obtained from visits to the Site; and
 - D. The Contract Documents.

- 3.5 Bidder has considered the items identified in Paragraph 3.4 with respect to the effect of such information, observations, and documents on:
- A. The cost, progress, and performance of the Work;
 - B. The means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and Bidder's safety precautions and programs.
- 3.6 Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents based on the information and observations referred to in the preceding paragraphs.
- 3.7 Bidder is aware of the general nature of Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- 3.8 Bidder has correlated the information known to the Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 3.9 Bidder has given the Construction Manager written notice of all conflicts, errors, ambiguities, or discrepancies that the Bidder has discovered in the Contract Documents, and the written resolution provided by the Construction Manager is acceptable to the Bidder.
- 3.10 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 3.11 Bidder's submittal of a Bid constitutes an incontrovertible representation that, without exception, all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 4 – BASIS OF BID

- 4.1 Bidder will complete the Work in accordance with the Contract Documents at the unit prices shown in the attached in Section 00 41 16 "Bid Form Exhibit A":
- A. Extended amounts have been computed in accordance with the General Conditions.
 - B. Bidder acknowledges that the estimated quantities are not guaranteed, and final payment for all unit price items will be based on actual quantities provided, measured as provided in the Contract Documents.
 - C. Unit prices will be used to compute the actual Bid price.

ARTICLE 5 – TIME OF COMPLETION

- 5.1 Bidder agrees that the Work will be Substantially Complete and will be completed and ready for final payment in accordance with the General Conditions within the number of calendar days indicated in the Agreement.

ARTICLE 6 – ATTACHMENTS TO THIS BID

- 6.1 The following documents are attached to and made a condition of this Bid:
- A. Section 00 41 16 "Bid Form Exhibit A."
 - B. Section 00 43 13 "Bid Bond."
 - C. Section 00 45 01 "Nonresident Bidders."
 - D. Section 00 45 02 "Non-Collusion Certification."
 - E. Section 00 45 03 "Conflict of Interest Questionnaire."
 - F. Section 00 45 04 "State Sales Tax Requirements."

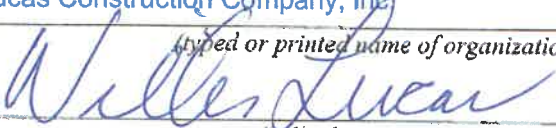
ARTICLE 7 – VENUE

7.1 Bidder agrees that venue will lie exclusively in Brazoria County, Texas for any legal action.

ARTICLE 8 – BID DELIVERY

8.1 This Bid is Bided by:

Bidder: Lucas Construction Company, Inc
(typed or printed name of organization)

Signature: 
(individual's signature)

Name: Willis Lucas
(typed or printed)

Title: President
(typed or printed)

Address for giving notices:

551 W. League City Parkway, Suite C
League City, Texas 77573

Phone: 281-316-9990 Email: lucasconstruction@comcast.net

(Attach evidence of authority to sign if Bidder is a corporation, partnership, or a joint venture.)

END OF SECTION

SECTION 00 41 16 Bid Form Exhibit A

Project:	Freeport Street Reconstruction - Phase 1	Project No.:
Owner:	City of Freeport	FRE 21225
Engineer:	Freese and Nichols, Inc.	
Bidder:	Lucas Construction Company, Inc.	

Base Bid

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Amount
5th Street, 6th Street, 7th Street, 8th Street, Arbutus Street, Avalon Street, Lynn Street					
1	ROW Prep	STATION	51	620.00	32,860.00
2	Mobilization (Max 4% of Base Bid, Excluding Mobilization)	LS	1	75,000.00	75,000.00
3	Traffic Control	LS	1	15,000.00	15,000.00
4	Excavation for Roadways	CY	3,271	20.00	65,420.00
5	Embankment (Compacted in Place)	CY	35	50.00	1,750.00
6	Lime Treated Subgrade (6")	SY	19,620	5.00	98,100.00
7	Lime (9%)	TON	397	185.00	73,445.00
8	Concrete Pavement (6") (Including Valve & Manhole Tops Adjustment & Pav'l. Header)	SY	17,549	49.00	859,901.00
9	Concrete Driveways (6")	SY	327	55.00	17,985.00
10	Concrete Curb (6")	LF	9,323	3.50	32,630.50
11	Concrete Sidewalk (4") (Including Tie-in to Walks)	SY	4,273	58.00	247,834.00
12	Curb & Ramp Landing	EACH	13	1,200.00	15,600.00
13	Remove Concrete Pavement (Including Saw Cutting)	SY	17,598	5.00	87,990.00
14	Remove Concrete Driveway (Including Saw Cutting)	SY	326	10.00	3,260.00
15	Remove Concrete Sidewalk (Including Saw Cutting)	SY	3,573	10.00	35,730.00
16	Remove Inlet	EACH	13	700.00	9,100.00
17	Remove Small Roadside Sign	EACH	7	200.00	1,400.00
18	Install Small Roadside Sign (Including Pole & Foundation)	EACH	13	500.00	6,500.00
19	Instal Continental Style Cross Walk Pavement Marking (Including Surface Prep. Blasting)	EACH	7	1,000.00	7,000.00
20	12" Solid White Pavement Marking (Including Surface Prep. Blasting)	LF	20	5.00	100.00
21	24" Solid White Stop Bar (Including Surface Prep. Blasting)	LF	206	10.00	2,060.00
22	Remove / Reinstall Mailbox	EACH	77	200.00	15,400.00
23	Curb Inlet Type C (Including All Pipe Tie-ins)	EACH	25	3,500.00	87,500.00
24	Curb Inlet Extension	EACH	17	1,000.00	17,000.00
25	Precast Concrete Manhole	EACH	2	3,000.00	6,000.00
26	12" RCP (Including Bedding & Backfill, and Trench Safety as Needed)	LF	41	75.00	3,075.00
27	15" RCP (Including Bedding & Backfill, and Trench Safety as Needed)	LF	1,499	75.00	112,425.00
28	15" PVC Pipe in Uncased Bore Hole (Including Tie-in to Exist. 48" RCP)	LF	57	120.00	6,840.00
29	Inlet Protection Barrier Stage I	EACH	26	100.00	2,600.00
30	Inlet Protection Barrier Stage II	EACH	26	100.00	2,600.00
31	Site Restoration (Including Block Sodding as Needed)	LS	1	20,000.00	20,000.00
32	4" Solid White Pavement Marking (Including Surface Prep. Blasting)	LF	1,589	1.00	1,589.00
	Subtotal, Base Bid				1,963,694.50

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Amount
10th Street (Add-On Alternate)					
1	ROW Prep	STATION	10	250.00	2,500.00
2	Mobilization (Max 4% of Alternate Bid, Excluding Mobilization)	LS	1	5,000.00	5,000.00
3	Traffic Control	LS	1	5,000.00	5,000.00
4	Excavation for Roadways	CY	608	18.00	10,944.00
5	Embankment (Compacted in Place)	CY	2	100.00	200.00
6	Lime Treated Subgrade (6")	SY	2,903	4.00	11,612.00
7	Lime (9%)	TON	59	200.00	11,800.00
8	Concrete Pavement (6") (Including Valve & Manhole Tops Adjustments & Pav't. Headers)	SY	2,636	49.00	129,164.00
9	Concrete Driveways (6")	SY	448	55.00	24,640.00
10	Concrete Curb (6")	LF	1,198	3.50	4,193.00
11	Concrete Sidewalk (4") (Including Tie-in to Walks)	SY	608	60.00	36,000.00
12	Curb & Ramp Landing	EACH	2	1,200.00	2,400.00
13	Remove Concrete Pavement (Including Saw Cutting)	SY	2,636	5.00	13,180.00
14	Remove Concrete Driveway (Including Saw Cutting)	SY	448	10.00	4,480.00
15	Remove Concrete Sidewalk (Including Saw Cutting)	SY	572	8.00	4,576.00
16	Remove Inlet	EACH	1	700.00	700.00
17	Install Small Roadside Sign (Including Pole & Foundation)	EACH	1	500.00	500.00
18	Install Continental Style Cross Walk Pavement Marking (Including Surface Prep. Blasting)	EACH	1	1,000.00	1,000.00
19	24" Solid White Stop Bar (Including Surface Prep. Blasting)	LF	16	20.00	320.00
20	Remove / Reinstall Mailbox	EACH	25	200.00	5,000.00
21	Curb Inlet Type C (Including All Pipe Tie-ins)	EACH	1	3,000.00	3,000.00
22	Inlet Protection Barrier Stage I	EACH	1	100.00	100.00
23	Inlet Protection Barrier Stage II	EACH	1	100.00	100.00
24	Site Restoration (Including Block Sodding as Needed)	LS	1	5,000.00	5,000.00
	Subtotal, Add-On Alternate				281,409.00

WL

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Amount
Extra Work Items (As Authorized by Engineer)					
1	Extra Excavation (Machine)	CY	100	<u>10.00</u> \$10.00 (Min) *	1,000.00
2	Extra Excavation (Hand)	CY	100	<u>15.00</u> \$15.00 (Min) *	1,500.00
3	Extra Labor (Skilled)	MH	100	<u>35.00</u> \$35.00 (Min) *	3,500.00
4	Extra Labor (Unskilled)	MH	100	<u>25.00</u> \$25.00 (Min)	2,500.00
5	Extra Select Fill (Compacted to 95% Std.)	CY	10	<u>20.00</u> \$20.00 (Min) *	200.00
6	Well Pointing	LF	800	<u>25.00</u> \$25.00 (Min) *	20,000.00
7	Extra Cement Stabilized Sand Backfill	CY	150	<u>40.00</u> \$40.00 (Min) *	6,000.00
8	Extra Concrete with Form & Reinforcing	CY	150	<u>350.00</u> \$350.00 (Min) *	52,500.00
9	Extra Blank Sand	CY	200	<u>15.00</u> \$15.00 (Min) *	3,000.00
10	Misc. Utility Lines Adjustments (Budget) (Time & Material, As Authorized)	BUDGET	1	\$25,000.00	\$25,000.00
Subtotal, Extra Work Items					115,200.00

* Bidder's Unit Price Bid Cannot be Less than Stipulated Min. Price.

BID SUMMARY:	
Subtotal, Base Bid	1,963,694.50
Subtotal, Add-On Alternate	281,409.00
Subtotal, Extra Work Items	115,200.00
TOTAL BID	2,360,303.50

BID SUBMITTED BY:	
Bidder:	<u>Lucas Construction Company, Inc.</u>
Signature:	<u><i>Willis Lucas</i></u>
Printed Name:	<u>Willis Lucas</u>
Title:	<u>President</u>
Date:	<u>January 6, 2022</u>

WL

City of Freeport
Freeport Street Reconstruction
Phase 1
ADDENDUM NO. 1
January 4, 2022

The following additions, deletions, modifications, or clarifications shall be made to the appropriate sections of the Contract Documents. Bidders shall acknowledge receipt of this Addendum in the space provided on the Bid Form.

General

1. Section 00 52 13 – Agreement, Article 4.1 Contract Time is to be revised to 240 calendar days to Substantial.
2. Bid Form Exhibit A Page 1 has been changed by adding Item 32. Bidders to use the attached Exhibit A for bidding. All other bid documents for submittal remain the same.
3. Plan Sheet 8 has been revised to include 4" solid marking & surface prep. See attached revised sheet 8.

END OF ADDENDUM NO. 1

WL

Plot Date: 1/4/2022 11:13 AM Plot By: rnl Filename: N:\P\Drawings\10 Miscellaneous\CV-QTY-SUMMARY.dwg

SUMMARY OF REMOVAL QUANTITIES

PLAN SHEET NO.	SHEET LIMITS	REMOVE CONC PAV	REMOVE CONC DRIVE	REMOVE CONC SIDEWALK	REMOVE INLET	REMOVE SMALL BODIED BRCH	REMOVE REINFORCED MALEDC
0	ADAMS ST	2,880	87	313	EA	EA	EA
1E	W 7TH ST	1,487	528	2	2	2	11
1F	W 7TH ST	1,487	528	2	2	2	11
11	LYNNAL ST	3,100	793	3	3	3	20
12	ADAMS ST	4,428	108	2	2	2	26
13	W 7TH ST	2,358	418	672	1	1	26
TOTAL		20,314	774	4,145	14	7	152

SUMMARY OF SWP3 QUANTITIES

PLAN SHEET NO.	SHEET LIMITS	INLET PROTECTION BETWEEN	INLET PROTECTION
0	ADAMS ST	EA	EA
1E	W 7TH ST	EA	EA
1F	W 7TH ST	EA	EA
11	LYNNAL ST	EA	EA
12	ADAMS ST	EA	EA
13	W 7TH ST	EA	EA
TOTAL		27	27

Handwritten signature/initials

SUMMARY OF ROADWAY QUANTITIES

PLAN SHEET NO.	SHEET LIMITS	PREP STATION	EMBANKMENT	TREATMENT (SUBGRADE)	LANE FINI	LANE FINI	CONC PAVEMENT (FT)	CONC DRIVEWAYS (FT)	CONCRETE CURB (FT)	CONCRETE SIDEWALK (FT)	CONC & ASPHALT LANDING
15	STANLEY ST	510	315	2,050	413	1,247	1,247	413	127	3	
16	STANLEY ST	215	215	1,111	223	1,873	1,873	441	144	1	
17	STANLEY ST	410	160	1,267	261	1,122	1,122	421	24	2	
18	STANLEY ST	165	115	740	144	608	608	144	24	2	
19	LYNNAL ST	425	120	1,524	331	1,488	1,488	590	127	2	
20	STANLEY ST	145	80	480	90	425	425	145	36	2	
41	STANLEY ST	430	480	1,519	525	1,488	1,488	515	127	2	
42	STANLEY ST	332	218	1,560	302	1,740	1,740	345	36	2	
43	STANLEY ST	334	187	1,560	313	1,481	1,481	413	36	2	
44	STANLEY ST	600	287	1,630	313	1,485	1,485	480	36	2	
45	STANLEY ST	499	112	1,494	281	1,689	1,689	360	36	2	
46	STANLEY ST	510	262	1,102	327	1,150	1,150	421	24	2	
47	STANLEY ST	231	431	1,762	343	1,665	1,665	411	24	2	
48	STANLEY ST	430	225	1,278	264	1,795	1,795	451	36	2	
49	STANLEY ST	430	225	1,514	222	1,715	1,715	413	36	2	
TOTAL		6,517	3,875	37	22,832	401	29,100	173	923	21	

SUMMARY OF DRAINAGE QUANTITIES

PLAN SHEET NO.	SHEET LIMITS	CURB INLET TYPE	CURB INLET	MANHOLE	12" RCP	15" RCP	18" RCP
15	STANLEY ST	EA	EA	EA	EA	EA	EA
16	STANLEY ST	EA	EA	EA	EA	EA	EA
17	STANLEY ST	EA	EA	EA	EA	EA	EA
18	STANLEY ST	EA	EA	EA	EA	EA	EA
19	LYNNAL ST	EA	EA	EA	EA	EA	EA
20	STANLEY ST	EA	EA	EA	EA	EA	EA
41	STANLEY ST	EA	EA	EA	EA	EA	EA
42	STANLEY ST	EA	EA	EA	EA	EA	EA
43	STANLEY ST	EA	EA	EA	EA	EA	EA
44	STANLEY ST	EA	EA	EA	EA	EA	EA
45	STANLEY ST	EA	EA	EA	EA	EA	EA
46	STANLEY ST	EA	EA	EA	EA	EA	EA
47	STANLEY ST	EA	EA	EA	EA	EA	EA
48	STANLEY ST	EA	EA	EA	EA	EA	EA
49	STANLEY ST	EA	EA	EA	EA	EA	EA
TOTAL		26	27	2	21	14	52

SUMMARY OF SIGNING & PAVEMENT MARKING

PLAN SHEET NO.	SHEET LIMITS	INSTALL SIGN	INSTALL MARK (TY)	INSTALL MARK (TY)	CONCRETE CROSS WALK	PAV MARK FOR CROSS WALK	PAV MARK FOR CURB	PAV MARK FOR CURB	PAV MARK FOR CURB	PAV MARK FOR CURB	PAV MARK FOR CURB
0	ADAMS ST	2	20	68	2	EA	EA	EA	EA	EA	EA
1E	W 7TH ST	2	20	38	1	EA	EA	EA	EA	EA	EA
1F	W 7TH ST	2	20	38	1	EA	EA	EA	EA	EA	EA
11	LYNNAL ST	2	20	38	1	EA	EA	EA	EA	EA	EA
12	ADAMS ST	2	20	38	1	EA	EA	EA	EA	EA	EA
13	W 7TH ST	1	1,880	10	1	EA	EA	EA	EA	EA	EA
14	W 7TH ST	1	1,880	10	1	EA	EA	EA	EA	EA	EA
TOTAL		14	1,880	222	8	EA	EA	EA	EA	EA	EA

NOTE:
 QUANTITIES SHOWN IN THESE TABLES ARE ONLY FOR CONTRACTOR'S INFORMATION. PROJECT WILL BE PAID BASED ON THE ACTUAL MEASURED QUANTITIES DURING CONSTRUCTION.

NO. 15542	BY	DATE	REV./JOB NO.
1	RNL	14-22	FR21225
DESIGNED	RNL		
DRAWN	RNL		
CHECKED			
DATE			

VERIFY SCALE: 1" = 40'

1" Bar = one inch on original drawing; if not one inch as this sheet, adjust scale.

FILE NAME: CV-QTY-SUMMARY.dwg

CITY OF FREEPORT, BRAZORIA COUNTY, TEXAS
 FREEPORT STREET RECONSTRUCTION

QUANTITY SUMMARY SHEET

FREESE NICHOLS
 11200 Broadway Street,
 Suite 2320
 Pearland, Texas 77584
 Phone - (832) 456-4700
 Web - www.freeze.com

Freeze and Nichols, Inc.
 Texas Registered Engineering Firm F-2144

SCOTT R. NICHOLS
 LICENSED PROFESSIONAL ENGINEER
 No. 12462

1-4-2022

SECTION 00 45 01
NONRESIDENT BIDDERS

Texas Government Code Chapter 2252 applies to the award of government contracts to nonresident bidders. This chapter provides that:

“a government entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lower bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.”

“Nonresident bidder” refers to a person who is not a resident of Texas.

“Resident bidder” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Check the statement that is correct for Bidder:

- Bidder (includes parent company or majority owner) qualifies as a resident bidder whose principal place of business is in Texas.
- Bidder qualifies as a nonresident bidder whose principal place of business or residency is in the state of: _____

Any determination of state bidder preference law will be based on the Texas Comptroller’s annual summary of other state bidder preference laws.

Bidder: Lucas Construction Company, Inc.

(typed or printed name of organization)

Signature: 

(individual’s signature)

Name: Willis Lucas

(typed or printed)

Title: President

(typed or printed)

Business Address:

551 W. League City Parkway, Suite C

League City, Texas 77573

Phone: 281-316-9990 Email: lucasconstruction@comcast.ent

(Attach evidence of authority to sign if Bidder is a corporation, partnership, or a joint venture.)

END OF SECTION

**SECTION 00 45 02
NON-COLLUSION CERTIFICATION**

STATE OF Texas §

COUNTY OF Galveston §

Owner: City of Freeport
 200 W 2nd St
 Freeport, TX 77541

Contract: Freeport Street Reconstruction - Phase 1.
 Bid Number: () **FRE21225**

Bidder certifies that it has not been a party to any collusion among Bidders in the restraint of freedom of competition by agreement to submit a Bid or Proposal at a fixed price or to refrain from submitting a Bid or Proposal; or with any official or employee of the Owner as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders and any official of the Owner concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Certified this 6th day of January 20 22 .

Bidder: Lucas Construction Company, Inc.
(typed or printed name of organization)

Signature: Willis Lucas
(individual's signature)

Name: Willis Lucas
(typed or printed)

Title: President
(typed or printed)

Business Address:
 551 W. League City Parkway, Suite C
 League City, Texas 77573

Phone: 281-316-9990 Email: lucasconstruction@comcast.net

(Attach evidence of authority to sign if Bidder is a corporation, partnership, or a joint venture.)

END OF SECTION

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Lucas Construction Company, Inc.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Not Applicable

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

Not Applicable

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

Lucas Construction Company has no employment or business relationship with any local gov't officer

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Not Applicable
Signature of vendor doing business with the governmental entity

January 6, 2022

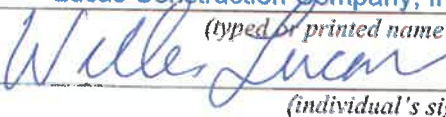
Date

SECTION 00 45 04
STATE SALES TAX REQUIREMENTS

Comply with all applicable sales, excise, and use tax requirements of the Texas Tax Code. The Bidder hereby certifies that the Contract Price is divided as follows:

Tax exempt products, materials, and services (See Notes 1 and 2)	\$	<u>2,350,303.50</u>
Taxable products, materials, and services (See Note 3)	\$	<u>10,000.00</u>
Total (See Note 4)	\$	<u>2,360,303.50</u>

Bidder: Lucas Construction Company, Inc.
(typed or printed name of organization)

Signature: 
(individual's signature)

Name: Willis Lucas
(typed or printed)

Title: President
(typed or printed)

Business Address:
551 W. League City Parkway, Suite C
League City, Texas 77573

Phone: 281-316-9990 Email: lucasconstruction@comcast.net

(Attach evidence of authority to sign if Bidder is a corporation, partnership, or a joint venture.)

Notes:

1. Exempt products and materials are those items purchased for the Project which are physically incorporated into the facilities constructed for the Owner or are necessary and essential for the performance of the Work and are completely consumed at the Site. For purposes of this definition, products and materials are completely consumed if after being used once for its intended purpose it is used up or destroyed. Products and materials rented or leased for use in the performance of the Work cannot be completely consumed for the purposes of this definition.
2. Exempt services are those services performed at the Site where the Contract expressly requires the specific service to be provided or purchased by the person performing the Work or the service is integral to the performance of the Work.
3. Products, materials, and services are not tax exempt if they are used by the Contractor but are not physically incorporated into the Owner's facilities or are not consumed by construction as defined above. Machinery or equipment and its accessories and repair and replacement parts used in the performance of the Work are not exempt.
4. The total sum of the amount for tax exempt and taxable products, materials, and services must equal the Contract Price.

END OF SECTION

SECTION 00 43 13

BID BOND

<p>Bidder as Principal</p> <p>Name: Lucas Construction Co., Inc.</p> <p>Mailing address (principal place of business): 551 W. League City Pkwy Suite C League City, Texas 77573</p>	<p>Surety</p> <p>Name: SureTec Insurance Company</p> <p>Mailing address (principal place of business): 2103 CityWest Blvd., Suite 1300 Houston, Texas 77042</p> <p>Physical address (principal place of business): 2103 CityWest Blvd., Suite 1300 Houston, Texas 77042</p> <p>Telephone (Main): 877-751-2640</p> <p>Telephone (Claims): 800-225-2467</p> <p>Surety's state of incorporation: Texas</p>
<p>Owner</p> <p>Name: City of Freeport</p> <p>Mailing address (principal place of business): 200 W. 2nd Street, Freeport, TX 77541</p>	<p><i>By submitting this bond, Surety affirms it is authorized to do business and licensed to execute bonds in Texas.</i></p>
<p>Contract</p> <p>Project name and number:</p> <p>Bid No. 2022-01 City of Freeport Street Reconstruction Phase I</p> <p>Bid/Proposal Due Date: 01/06/2022</p>	<p>Local Agent for Surety</p> <p>Name: Kenneth L. Meyer</p> <p>Company: Southern American Insurance Agency</p> <p>Mailing address (principal place of business): 13823 Schmidt Rd. Cypress, TX 77429</p> <p>Telephone (Main): 281-890-9294</p>
<p>Bond</p> <p>Contract Price Bided: Three Million and 00/100 Dollars (\$3,000,000.00)</p> <p>Penal Sum of Bond: 5% of Contract Price Bided One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00)</p> <p>Date of Bond: 01/06/2022</p>	

Surety and Bidder, intending to be legally bound by this bond, do each cause this bond to be duly executed on its behalf by its authorized officer, agent, or representative. The Bidder and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally to this bond. The condition of this obligation is such that if Owner accepts Bidder's Bid or Proposal and Bidder delivers the executed Agreement and the required bonds and evidence of insurance within the time stipulated in the Bidding or Proposal Documents this obligation is null and void. Payment under this bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner. Venue lies exclusively in Brazoria County, Texas for any legal action.

Bidder as Principal		Surety	
Signature:	<u>Willis Lucas</u>	Signature:	<u>Kenneth L Meyer</u>
Name:	<u>Willis Lucas</u>	Name:	<u>Kenneth L. Meyer</u>
Title:	<u>President</u>	Title:	<u>Attorney-in-Fact</u>
Email:	<u>Willislucas@yahoo.com</u>	Email:	<u>Kenm@southernamericanins.com</u> (Attach Power of Attorney)

END OF SECTION

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

C. A. McClure, Kelly J. Brooks, Kenneth L. Meyer, Michelle Ulery

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 6th day of January, 2022.

SureTec Insurance Company
By: Michael C. Keimig
Michael C. Keimig, President

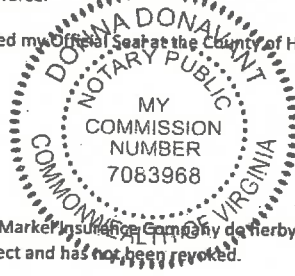


Markel Insurance Company
By: Robin Russo
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 6th day of January, 2022 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.



By: Donna Donavant
Donna Donavant, Notary Public
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 6th day of January, 2022.

SureTec Insurance Company
By: M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Markel Insurance Company
By: Richard R. Grinnan
Richard R. Grinnan, Vice President and Secretary

SureTec Insurance Company

IMPORTANT NOTICE Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.texas.gov>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Project	City of Prosper Prosper, Texas (Reconstruction Phase 1) Bid Date: January 6, 2022 Project No.: FR22022	Description	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Rebar	10#	28,574	EA	\$29.00	\$828,666.00	\$1,400.00	\$39,988.00	\$1,100.00	\$31,426.00	\$1,000.00	\$28,574.00	\$1,100.00	\$31,426.00	\$1,100.00	\$31,426.00	\$1,100.00	\$31,426.00
2	Rebar	12#	11,500	EA	\$32.00	\$368,000.00	\$1,500.00	\$17,250.00	\$1,200.00	\$13,800.00	\$1,100.00	\$12,650.00	\$1,200.00	\$13,800.00	\$1,200.00	\$13,800.00	\$1,200.00	\$13,800.00
3	Rebar	14#	11,500	EA	\$35.00	\$402,500.00	\$1,600.00	\$18,400.00	\$1,300.00	\$14,950.00	\$1,200.00	\$13,800.00	\$1,300.00	\$14,950.00	\$1,300.00	\$14,950.00	\$1,300.00	\$14,950.00
4	Rebar	16#	11,500	EA	\$38.00	\$437,000.00	\$1,700.00	\$19,390.00	\$1,400.00	\$16,100.00	\$1,300.00	\$14,950.00	\$1,400.00	\$16,100.00	\$1,400.00	\$16,100.00	\$1,400.00	\$16,100.00
5	Rebar	18#	11,500	EA	\$41.00	\$474,500.00	\$1,800.00	\$20,380.00	\$1,500.00	\$17,150.00	\$1,400.00	\$14,950.00	\$1,500.00	\$17,150.00	\$1,500.00	\$17,150.00	\$1,500.00	\$17,150.00
6	Rebar	20#	11,500	EA	\$44.00	\$508,000.00	\$1,900.00	\$21,370.00	\$1,600.00	\$18,400.00	\$1,500.00	\$14,950.00	\$1,600.00	\$18,400.00	\$1,600.00	\$18,400.00	\$1,600.00	\$18,400.00
7	Rebar	22#	11,500	EA	\$47.00	\$541,500.00	\$2,000.00	\$22,360.00	\$1,700.00	\$19,390.00	\$1,600.00	\$14,950.00	\$1,700.00	\$19,390.00	\$1,700.00	\$19,390.00	\$1,700.00	\$19,390.00
8	Rebar	24#	11,500	EA	\$50.00	\$575,000.00	\$2,100.00	\$23,350.00	\$1,800.00	\$20,380.00	\$1,700.00	\$14,950.00	\$1,800.00	\$20,380.00	\$1,800.00	\$20,380.00	\$1,800.00	\$20,380.00
9	Rebar	26#	11,500	EA	\$53.00	\$609,000.00	\$2,200.00	\$24,340.00	\$1,900.00	\$21,370.00	\$1,800.00	\$14,950.00	\$1,900.00	\$21,370.00	\$1,900.00	\$21,370.00	\$1,900.00	\$21,370.00
10	Rebar	28#	11,500	EA	\$56.00	\$643,000.00	\$2,300.00	\$25,330.00	\$2,000.00	\$22,360.00	\$1,900.00	\$14,950.00	\$2,000.00	\$22,360.00	\$2,000.00	\$22,360.00	\$2,000.00	\$22,360.00
11	Rebar	30#	11,500	EA	\$59.00	\$677,000.00	\$2,400.00	\$26,320.00	\$2,100.00	\$23,350.00	\$2,000.00	\$14,950.00	\$2,100.00	\$23,350.00	\$2,100.00	\$23,350.00	\$2,100.00	\$23,350.00
12	Rebar	32#	11,500	EA	\$62.00	\$711,000.00	\$2,500.00	\$27,310.00	\$2,200.00	\$24,340.00	\$2,100.00	\$14,950.00	\$2,200.00	\$24,340.00	\$2,200.00	\$24,340.00	\$2,200.00	\$24,340.00
13	Rebar	34#	11,500	EA	\$65.00	\$745,000.00	\$2,600.00	\$28,300.00	\$2,300.00	\$25,330.00	\$2,200.00	\$14,950.00	\$2,300.00	\$25,330.00	\$2,300.00	\$25,330.00	\$2,300.00	\$25,330.00
14	Rebar	36#	11,500	EA	\$68.00	\$779,000.00	\$2,700.00	\$29,290.00	\$2,400.00	\$26,320.00	\$2,300.00	\$14,950.00	\$2,400.00	\$26,320.00	\$2,400.00	\$26,320.00	\$2,400.00	\$26,320.00
15	Rebar	38#	11,500	EA	\$71.00	\$813,000.00	\$2,800.00	\$30,280.00	\$2,500.00	\$27,310.00	\$2,400.00	\$14,950.00	\$2,500.00	\$27,310.00	\$2,500.00	\$27,310.00	\$2,500.00	\$27,310.00
16	Rebar	40#	11,500	EA	\$74.00	\$847,000.00	\$2,900.00	\$31,270.00	\$2,600.00	\$28,300.00	\$2,500.00	\$14,950.00	\$2,600.00	\$28,300.00	\$2,600.00	\$28,300.00	\$2,600.00	\$28,300.00
17	Rebar	42#	11,500	EA	\$77.00	\$881,000.00	\$3,000.00	\$32,260.00	\$2,700.00	\$29,290.00	\$2,600.00	\$14,950.00	\$2,700.00	\$29,290.00	\$2,700.00	\$29,290.00	\$2,700.00	\$29,290.00
18	Rebar	44#	11,500	EA	\$80.00	\$915,000.00	\$3,100.00	\$33,250.00	\$2,800.00	\$30,280.00	\$2,700.00	\$14,950.00	\$2,800.00	\$30,280.00	\$2,800.00	\$30,280.00	\$2,800.00	\$30,280.00
19	Rebar	46#	11,500	EA	\$83.00	\$949,000.00	\$3,200.00	\$34,240.00	\$2,900.00	\$31,270.00	\$2,800.00	\$14,950.00	\$2,900.00	\$31,270.00	\$2,900.00	\$31,270.00	\$2,900.00	\$31,270.00
20	Rebar	48#	11,500	EA	\$86.00	\$983,000.00	\$3,300.00	\$35,230.00	\$3,000.00	\$32,260.00	\$2,900.00	\$14,950.00	\$3,000.00	\$32,260.00	\$3,000.00	\$32,260.00	\$3,000.00	\$32,260.00
21	Rebar	50#	11,500	EA	\$89.00	\$1,017,000.00	\$3,400.00	\$36,220.00	\$3,100.00	\$33,250.00	\$3,000.00	\$14,950.00	\$3,100.00	\$33,250.00	\$3,100.00	\$33,250.00	\$3,100.00	\$33,250.00
22	Rebar	52#	11,500	EA	\$92.00	\$1,051,000.00	\$3,500.00	\$37,210.00	\$3,200.00	\$34,240.00	\$3,100.00	\$14,950.00	\$3,200.00	\$34,240.00	\$3,200.00	\$34,240.00	\$3,200.00	\$34,240.00
23	Rebar	54#	11,500	EA	\$95.00	\$1,085,000.00	\$3,600.00	\$38,200.00	\$3,300.00	\$35,230.00	\$3,200.00	\$14,950.00	\$3,300.00	\$35,230.00	\$3,300.00	\$35,230.00	\$3,300.00	\$35,230.00
24	Rebar	56#	11,500	EA	\$98.00	\$1,119,000.00	\$3,700.00	\$39,190.00	\$3,400.00	\$36,220.00	\$3,300.00	\$14,950.00	\$3,400.00	\$36,220.00	\$3,400.00	\$36,220.00	\$3,400.00	\$36,220.00
25	Rebar	58#	11,500	EA	\$101.00	\$1,153,000.00	\$3,800.00	\$40,180.00	\$3,500.00	\$37,210.00	\$3,400.00	\$14,950.00	\$3,500.00	\$37,210.00	\$3,500.00	\$37,210.00	\$3,500.00	\$37,210.00
26	Rebar	60#	11,500	EA	\$104.00	\$1,187,000.00	\$3,900.00	\$41,170.00	\$3,600.00	\$38,200.00	\$3,500.00	\$14,950.00	\$3,600.00	\$38,200.00	\$3,600.00	\$38,200.00	\$3,600.00	\$38,200.00
27	Rebar	62#	11,500	EA	\$107.00	\$1,221,000.00	\$4,000.00	\$42,160.00	\$3,700.00	\$39,190.00	\$3,600.00	\$14,950.00	\$3,700.00	\$39,190.00	\$3,700.00	\$39,190.00	\$3,700.00	\$39,190.00
28	Rebar	64#	11,500	EA	\$110.00	\$1,255,000.00	\$4,100.00	\$43,150.00	\$3,800.00	\$40,180.00	\$3,700.00	\$14,950.00	\$3,800.00	\$40,180.00	\$3,800.00	\$40,180.00	\$3,800.00	\$40,180.00
29	Rebar	66#	11,500	EA	\$113.00	\$1,289,000.00	\$4,200.00	\$44,140.00	\$3,900.00	\$41,170.00	\$3,800.00	\$14,950.00	\$3,900.00	\$41,170.00	\$3,900.00	\$41,170.00	\$3,900.00	\$41,170.00
30	Rebar	68#	11,500	EA	\$116.00	\$1,323,000.00	\$4,300.00	\$45,130.00	\$4,000.00	\$42,160.00	\$3,900.00	\$14,950.00	\$4,000.00	\$42,160.00	\$4,000.00	\$42,160.00	\$4,000.00	\$42,160.00
31	Rebar	70#	11,500	EA	\$119.00	\$1,357,000.00	\$4,400.00	\$46,120.00	\$4,100.00	\$43,150.00	\$4,000.00	\$14,950.00	\$4,100.00	\$43,150.00	\$4,100.00	\$43,150.00	\$4,100.00	\$43,150.00
32	Rebar	72#	11,500	EA	\$122.00	\$1,391,000.00	\$4,500.00	\$47,110.00	\$4,200.00	\$44,140.00	\$4,100.00	\$14,950.00	\$4,200.00	\$44,140.00	\$4,200.00	\$44,140.00	\$4,200.00	\$44,140.00
33	Rebar	74#	11,500	EA	\$125.00	\$1,425,000.00	\$4,600.00	\$48,100.00	\$4,300.00	\$45,130.00	\$4,200.00	\$14,950.00	\$4,300.00	\$45,130.00	\$4,300.00	\$45,130.00	\$4,300.00	\$45,130.00
34	Rebar	76#	11,500	EA	\$128.00	\$1,459,000.00	\$4,700.00	\$49,090.00	\$4,400.00	\$46,120.00	\$4,300.00	\$14,950.00	\$4,400.00	\$46,120.00	\$4,400.00	\$46,120.00	\$4,400.00	\$46,120.00
35	Rebar	78#	11,500	EA	\$131.00	\$1,493,000.00	\$4,800.00	\$50,080.00	\$4,500.00	\$47,110.00	\$4,400.00	\$14,950.00	\$4,500.00	\$47,110.00	\$4,500.00	\$47,110.00	\$4,500.00	\$47,110.00
36	Rebar	80#	11,500	EA	\$134.00	\$1,527,000.00	\$4,900.00	\$51,070.00	\$4,600.00	\$48,100.00	\$4,500.00	\$14,950.00	\$4,600.00	\$48,100.00	\$4,600.00	\$48,100.00	\$4,600.00	\$48,100.00
37	Rebar	82#	11,500	EA	\$137.00	\$1,561,000.00	\$5,000.00	\$52,060.00	\$4,700.00	\$49,090.00	\$4,600.00	\$14,950.00	\$4,700.00	\$49,090.00	\$4,700.00	\$49,090.00	\$4,700.00	\$49,090.00
38	Rebar	84#	11,500	EA	\$140.00	\$1,595,000.00	\$5,100.00	\$53,050.00	\$4,800.00	\$50,080.00	\$4,700.00	\$14,950.00	\$4,800.00	\$50,080.00	\$4,800.00	\$50,080.00	\$4,800.00	\$50,080.00
39	Rebar	86#	11,500	EA	\$143.00	\$1,629,000.00	\$5,200.00	\$54,040.00	\$4,900.00	\$51,070.00	\$4,800.00	\$14,950.00	\$4,900.00	\$51,070.00	\$4,900.00	\$51,070.00	\$4,900.00	\$51,070.00
40	Rebar	88#	11,500	EA	\$146.00	\$1,663,000.00	\$5,300.00	\$55,030.00	\$5,000.00	\$52,060.00	\$4,900.00	\$14,950.00	\$5,000.00	\$52,060.00	\$5,000.00	\$52,060.00	\$5,000.00	\$52,060.00
41	Rebar	90#	11,500	EA	\$149.00	\$1,697,000.00	\$5,400.00	\$56,020.00	\$5,100.00	\$53,050.00	\$5,000.00	\$14,950.00	\$5,100.00	\$53,050.00	\$5,100.00	\$53,050.00	\$5,100.00	\$53,050.00
42	Rebar	92#	11,500	EA	\$152.00	\$1,731,000.00	\$5,500.00	\$57,010.00	\$5,200.00	\$54,040.00	\$5,100.00	\$14,950.00	\$5,200.00	\$54,040.00	\$5,200.00	\$54,040.00	\$5,200.00	\$54,040.00
43	Rebar	94#	11,500	EA	\$155.00	\$1,765,000.00	\$5,600.00	\$58,000.00	\$5,300.00	\$55,030.00	\$5,200.00	\$14,950.00	\$5,300.00	\$55,030.00	\$5,300.00	\$55,030.00	\$5,300.00	\$55,030.00
44	Rebar	96#	11,500	EA	\$158.00	\$1,799,000.00	\$5,700.00	\$58,990.00	\$5,400.00	\$56,020.00	\$5,300.00	\$14,950.00	\$5,400.00	\$56,020.00	\$5,400.00	\$56,020.00	\$5,400.00	\$56,020.00
45	Rebar	98#	11,500	EA	\$161.00	\$1,833,000.00	\$5,800.00	\$59,980.00	\$5,500.00	\$57,010.00	\$5,400.00	\$14,950.00	\$5,500.00	\$57,010.00	\$5,500.00	\$57,010.00	\$5,500.00	\$57,010.00
46	Rebar	100#	11,500	EA	\$164.00	\$1,867,000.00	\$5,900.00	\$60,970.00	\$5,600.00	\$58,000.00	\$5,500.00	\$14,950.00	\$5,600.00	\$58,000.00	\$5,600.00	\$58,000.00	\$5,600.00	\$58,000.00
47	Rebar	102#	11,500	EA	\$167.00	\$1,901,000.00	\$6,000.00	\$61,960.00	\$5,700.00	\$59,000.00	\$5,600.00	\$14,950.00	\$5,700.00	\$59,000.00	\$5,700.00	\$59,000.00	\$5,700.00	\$59,000.00
48	Rebar	104#	11,500	EA	\$170.00	\$1,935,000.00	\$6,100.00	\$62,950.00	\$5,800.00	\$60,000.00	\$5,700.00	\$1						



City Council Agenda Item # 6

Title: Consideration of awarding bid to Covarrubias Remodeling Services for the construction of the new Public Works Office Building.

Date: January 24, 2022

From: Lance Petty, Public Works Director

Staff Recommendation:

Staff recommends awarding bid to Covarrubias Remodeling Services for construction of new Public Works Office Building.

Item Summary:

With award of bid, contractor will begin mobilization to start construction on new Public Works building located on existing property at 510 S. Avenue A.

Background Information:

The city of Freeport City Council authorized expenditures in the 2021/2022 budget of \$200,000.00 for construction of a new Public Works Office Building. The city received (3) Three proposals and held the bid opening on Tuesday January 18, 2022. City staff has completed the review of the lowest bidder and confirmed the bid tabulation and recommends the award to Covarrubias Remodeling Services as the lowest bidder.

The list includes RFP received for construction of a new Public Works Office Building:

Covarrubias Remodeling Services,	\$203,200.99
Innovative Designs,	\$232,000.00
Noble Building and Development,	\$346,000.00

Special Considerations:

The City has worked with Covarrubias Remodeling Services on a number of projects over the last couple of years including the library renovations. If approved, the completion of the proposed is 160 days

Financial Impact:

The cost of construction will be covered by budget item Facilities CIP Fund Projects approved by council.

Board or 3rd Party recommendation: None

Supporting Documentation: RFP, Proposal from Covarubias Remodeling and Bid tabulation



BID OPENING

RFP #2022-02

New construction building services

Bid Opening Date:

Tuesday, January 18, 2022

Bids Received

Bids were opened by Betty Wells at 10:00 AM and were as follows:

	Vendor/Bidder's Name	Total Bid
1	COVATUBIAS Remodeling services	\$ 203,200.99
2	FE INNOVATIVE Designs	\$ 232,000.00
3	Noble building & Development	\$ 346,000.00
4		
5		
6		
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22		
23		

New construction building services
January 18, 2022

COVARRUBIAS REMODELING SERVICE, LLC

ACCOMPLISHMENTS

CRS has been serving Brazoria County since 2004, since then we have built a large base of loyal clients who have come back repeatedly for our services.

-
- ACCOUNTS**
- Buc-ee's Ltd
 - City of Lake Jackson
 - City of Freeport

PROFESSIONAL EXPERIENCE

MRRHOTEL, CLUTE TEXAS

Dates From April 2012 - To August 2012

Complete remodeling on the outside, paint, brick, facade. Carpet installation in all corridors inside the building as well as painting. Dining room construction.

BUC-EE'S, LAKE JACKSON TEXAS

Dates From January 2012 - To Present

Installation of floors, signage of all Buc-ee's store parking lots and general maintenance

LIBRARY OF FREEPORT, FREEPORT TEXAS

DATES FROM FEBRUARY 2021 - TO SEPTMBER 2021

Remediation of the building, complete renovation, change of carpeting, painting and flooring

STAFF GENERAL CONTRACTOR AND PRIMARY CONTACT, CARLOS COVARRUBIAS 979 709 7113
PROPIETOR AND OFFICE MONICA CERNA 830 765 2567

Covarrubias Remodeling Service, LLC

INVOICE/ESTIMATE



Date: 1/17/2021
Invoice 172

#:
For: **Freeport Service Center**
Bill To: **Cathy Ezell. HR Director**
 200 West 2nd Street
 Freeport, TX 77541
Estimate valid for 30 days
 Phone:

215 W Plantation Dr
Clute, TX 77531

979 709 7113

979 316 3621

DESCRIPTION	Column1	AMOUNT
Tool rental/Bathroom rental	\$	1,050.00
Foundation	\$	23,780.00
Framing	\$	42,800.00
Roofing	\$	10,870.00
Plumbing	\$	16,950.00
HVAC	\$	9,360.00
Electric	\$	19,800.00
Masonry/brick/siding/painting	\$	18,500.00
Windows & exterior doors	\$	6,580.00
Insulation	\$	4,280.00
Drywall	\$	10,184.00
Painting	\$	11,760.00
Flooring	\$	11,850.00
Cabinetry	\$	6,675.00
Laminated countertop	\$	1,780.00
Interior trim	\$	4,970.00
Permits and windstorm to be paid by customer		

Make all checks payable to Covarrubias Remodeling Service, LLC. If you have any questions concerning this invoice, contact Office PH.979 316 3621

SUBTOTAL	\$	201,189.00
overhead		1%
overhead	\$	2,011.89
OTHER	\$	-

THANK YOU FOR YOUR BUSINESS!

TOTAL \$ 203,200.89

**REQUEST FOR PROPOSALS (RFP)****New Construction Building Services - #2022-02****Invitation for Proposals**

The purpose of the Request for Proposal (RFP) is to obtain quotes and/or bids for providing new construction building services for a Public Works Administration Building located at 510 S. Avenue A, Freeport Tx. 77541.

All Communication regarding this RFP and for obtaining a complete RFP packet of information should be directed to;

Cathy Ezell
Finance/Human Resource Director
200 West 2nd Street
Freeport TX. 77541
cezell@freeport.tx.us

To be considered, each contractor must submit a completed proposal bid form, certificate of liability insurance, and any additional information requested in the RFP with their proposal packet. The proposal bid form must be signed and include a statement as to the period during which the proposal remains valid.

Responses to this RFP will be evaluated based on a selection process consisting of:

- A review by the city of the contractor's response to the RFP, to determine if the proposal meets all criteria for consideration.
- Relevant experiences, project understanding, project requirements, strength of the proposal, and proposed fees.

Every effort will be made to adhere to the following schedule:

- Distribute RFP Date: Thursday, December 23, 2021
- Pre-Bid site inspections with PWD Date/Time: Wednesday, January 5, 2022 at 9:00 a.m.
- Proposal Submission Deadline Date/Time: Tuesday, January 18, 2022 at 10:00 a.m.
- Selection Date: February 7, 2022

Note: Pre-Inspection of locations must be scheduled with our Public Works Director Lance Petty at 979-709-5700 prior to bid acceptance.

Proposals will be accepted until 10:00 am on Tuesday, January 18, 2021.

Envelopes shall be clearly marked "Requests for Proposal – "New Construction Building Services – Public Works Administration Building-#2022-02" on the outside of the envelope.

Instructions for Bidders

The City of Freeport is requesting bids to provide new construction building services for a Public Works Administration Building on City owned property located at 510 S Avenue A, Freeport Tx. 77541.

Scope of Work

The City wants to construct a new Public Works Administrative facility on the property that the City owns. The City also wants to construct the facility as soon as practical. Engineering and design plans are attached as Exhibit A.

Project Construction Schedule

When the City prepares a Request for Proposal, we state that we want Invitation to Bid documents prepared by a specific date and that we want project construction to start by a certain date. With this project we would like Public Works to be out of their existing building as soon as practical and to soon be occupying their new site, we are openly asking you to propose a project schedule that you believe is realistic.

Selection Process

The City will take into account such matters it considers appropriate in selecting the successful contractor. The City reserves the right to contract with one or more vendors for new construction building services for a Public Works Administration Building and to reject, for any reason, any and all bids. Evaluation criteria will include:

- The contractor's understanding of the assignment and ability to follow bidding instructions
- The contractor's proposed fee for construction of a new Public Works Administration Building
- The experience and qualifications of the contractor
- References (provide a minimum of three account references)

Bidder Qualifications & Proposals

The requirements of contractors interested in submitting proposals:

1. Clearly outline (on the provided bid form) the total price for New Construction Building Services
2. Submit summary of your experience and qualifications
3. Submit three account references that you currently service
4. Submit a certificate of liability insurance and automobile/equipment insurance (the contractor will need to name the City as additional insured and meet the following liability limits if awarded a contract; \$1.0 million per occurrence). Also, submit proof of statutory worker's compensation coverage under Texas law.
5. Specify the staff to be involved (primary contact, single proprietor, clerical contact, and owner's agent).

6. Submit two (2) copies of the proposal packet (failure to not submit two full copies of your proposal may result in your proposal not being considered).

The contractor should be aware of the following:

- The proposal should confirm that neither the contractor nor any employee would be in a conflict of interest with respect to the proposal if the contractor were to be selected to perform the services required.
- All proposals will be property of the City of Freeport TX.
- The lowest proposal will not necessarily be accepted. The City reserves the right to reject all bids, award the agreement, interview contractors, negotiate specific terms of the agreement, and make other adjustments as required in consultation with the successful contractor.
- Sealed envelopes marked "Request for Proposal – "New Construction Building Services – Public Works Administration Building" on the outside of the envelope with the proponent's name and address shown on the upper left-hand corner of the envelope, must be received at City Hall, Attn: Cathy Ezell, Finance/Human Resource Director, 200 West 2nd Street Freeport TX, 77541 prior to 10:00 am on Tuesday, January 18, 2021.

Terms and Conditions

1. Bidders shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed under this contract.
2. The contractor shall assume full responsibility for the actions of its employees or agents and shall repair or replace any damaged item or area of the City properties caused by the actions of its employees or agents unless said damage occurred under circumstances beyond their reasonable control as determined by the City.
3. Any damage of public or private property caused by the contractor's operations shall be resolved with the property owner within ten (10) days after damage occurs to the satisfaction of the City. The contractor shall inform the City of any damage caused by the contractor's operation on the day of such damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the City, the City reserves the right to repair or replace that which was damaged or assess the contractor such cost as may be reasonable and related to damaged caused by the contractor, and deduct these costs from any payment due the contractor.
4. It is mutually agreed understood and agreed that the contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person, firm, or corporation, without previous written consent of an authorized representative of the City of Freeport; but in no case shall consent relieve the contractor from his obligations or change the terms of the contract.

5. The contract may be canceled or annulled by the City in whole or in part by written notice of default to the contractor upon nonperformance or violation of contract terms. The City of Freeport reserves the right to terminate the service at any time during the term of the contract upon thirty (30) days written notice to the contractor. Failure of the contractor to deliver services within the time stipulated, unless extended in writing by the City of Freeport, shall constitute contract default.

6. Contractor shall supply cell phone numbers, daytime office numbers, fax numbers, and numbers of supervisors handling this contract. The contractor shall return all calls within one (1) hour of the City placing the call. On-site response time for complaints must be made within 24 hours of the initial call being made by the City. The contractor must assign a crew leader to monitor all work being performed on the project. Failure to comply with the accessibility requirements shall be deemed as substandard work and will be subject to the same penalties.

7. The undersigned hereby affirms and states that the prices quoted herein constitute total cost to the City for all work involved in the respective items. This cost also includes all proposal preparation costs, insurance, royalties, transportation charges, use of all tools and equipment, superintendent, overhead expense, inspection costs, all profits and all other services and conditions necessarily involved in the work to be done in accordance with the requirements of the contract documents considered collectively.

8. Provide a project budget proposal that identifies the following information:
 - a) Expected method of payment with a not to exceed cost
 - b) All direct and indirect costs you will assess for performing work

This Agreement entered into on _____.

Date

OWNER (Signature)

Contractor (Signature)

(Print Name and Title)

(Print Name and Title)

Exhibit A

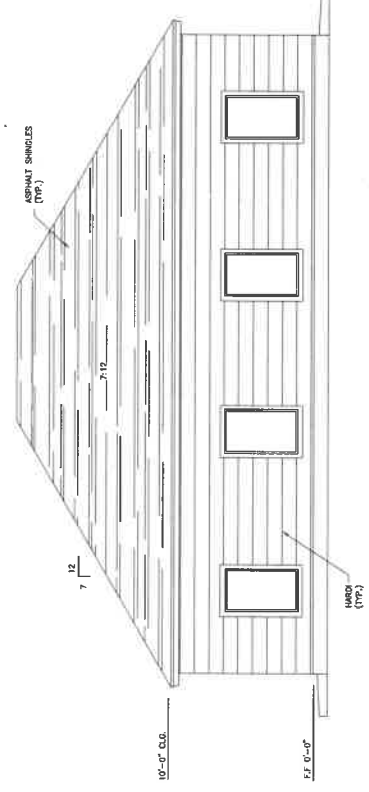
FREEPORT SERVICE CENTER

EXTERIOR ELEVATIONS

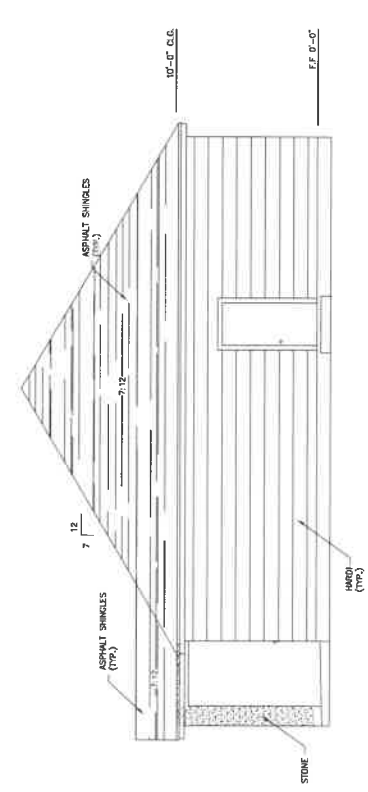
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 DRAWING NO. 200114
 DRAWING NO.

1

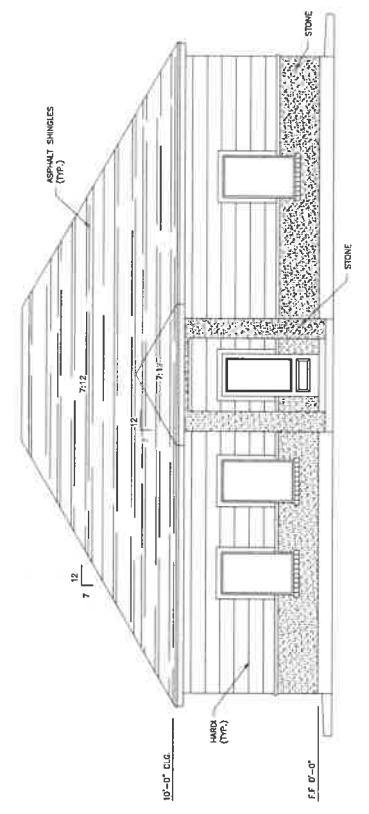
SCALE: 1/4" = 1'-0"	REVISION: 0	DATE: 11/2/21	REV: 0
CHECKED BY: J. GALVAN	DATE: 11/8/21	DATE: 12/2/21	CONSTR:
PROJECT: FREEPORT SERVICE CENTER	DATE: 11/8/21	DATE: 12/2/21	CONSTR:
DESIGNER: J. GALVAN	DATE: 11/8/21	DATE: 12/2/21	CONSTR:



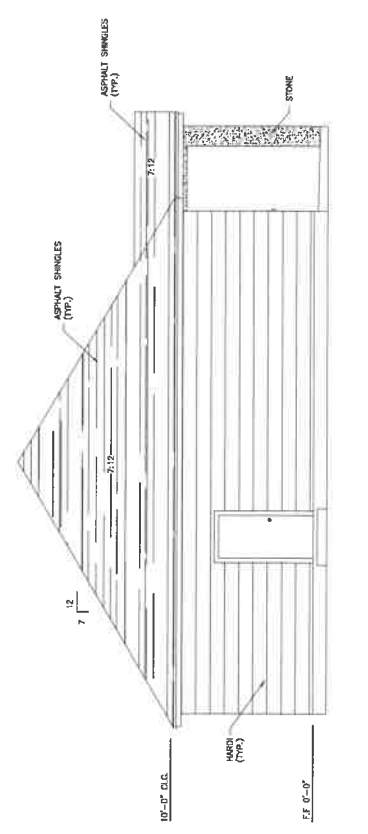
REAR ELEVATION



RIGHT ELEVATION



FRONT ELEVATION



LEFT ELEVATION

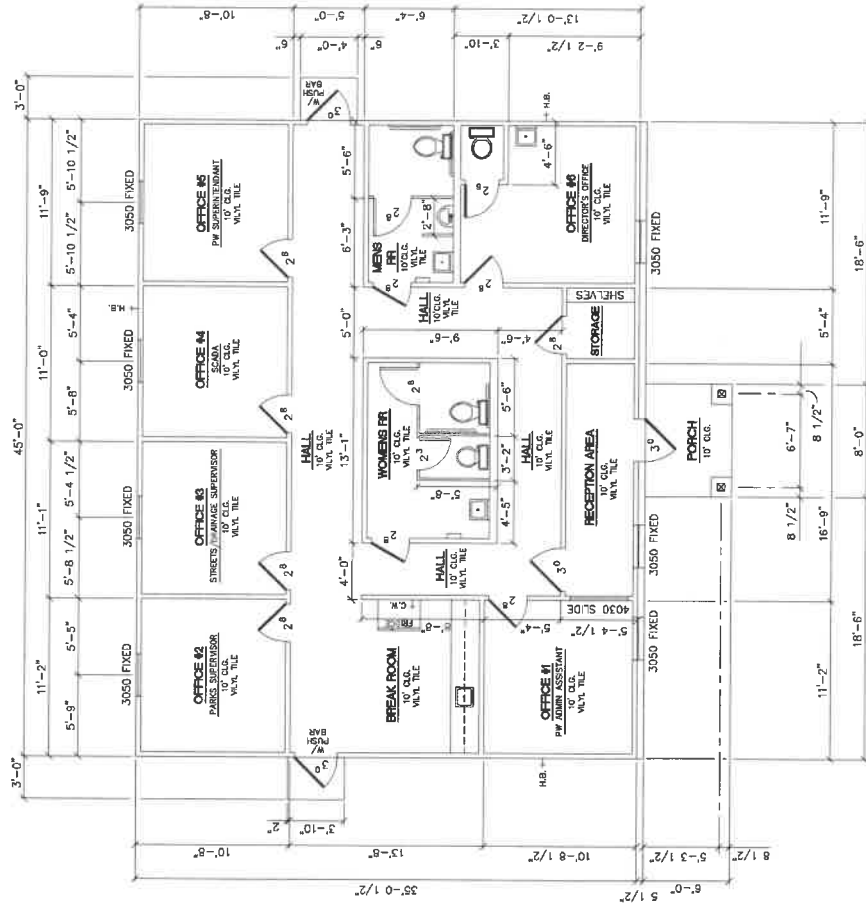
SCALE:	1/4" = 1'-0"
REVISION:	0
CHECKED BY:	J. GALVAN
DATE:	11/9/21
DRAWN BY:	J. GALVAN
DATE:	12/2/21
CONSTR:	
DESC:	

PLM: FREEPORT SERVICE CENTER
 REVISION: 0
 CHECKED BY: J. GALVAN
 DATE: 11/9/21
 DRAWN BY: J. GALVAN
 DATE: 12/2/21
 CONSTR:
 DESC:
 SCALE: 1/4" = 1'-0"

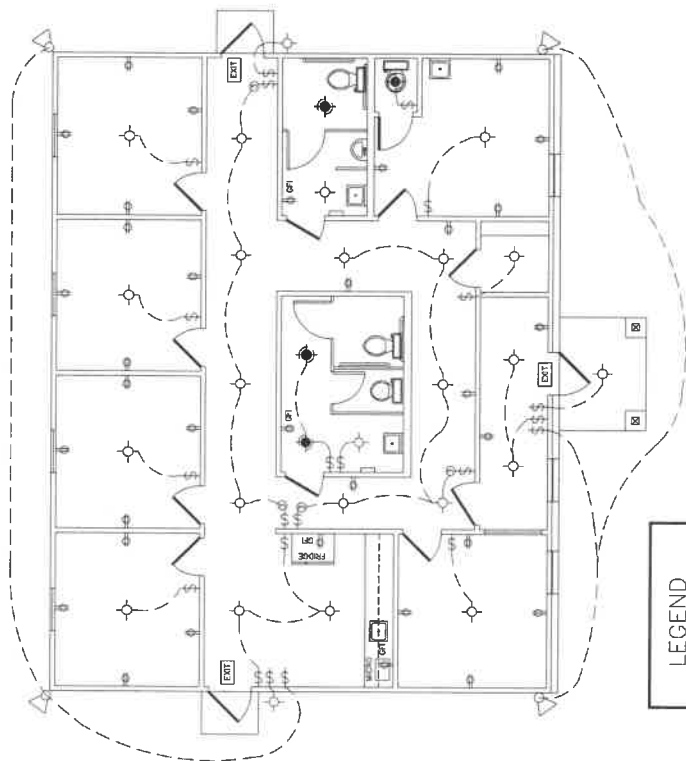


FLOOR / ELECTRICAL PLAN

MYCASA DESIGN
 JOB NO. 202114
 DRAWING NO. 2



FLOOR PLAN
 SCALE: 1/4" = 1'-0"



ELECTRICAL PLAN
 SCALE: 1/4" = 1'-0"

LEGEND

- ⊞ SWITCH
- ⊞ 3-WAY SWITCH
- ⊞ LIGHT INCANDESCENT
- ⊞ OUTSIDE FLOOD LIGHT W/AUTO AND MAN. SW.
- ⊞ BATH FAN / LIGHT
- ⊞ WALL PLUG (110V) W/GR
- ⊞ WALL PLUG (110V)
- ⊞ WALL PLUG (220V)
- ⊞ SMOKE DETECTOR
- ⊞ EMERGENCY EXIT

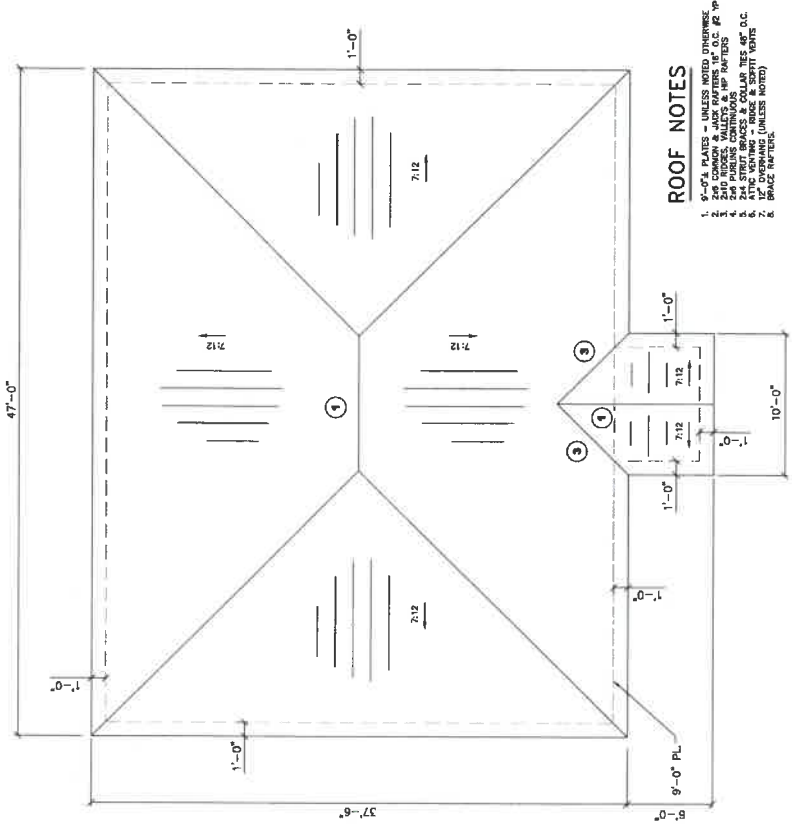


FREEPORT SERVICE CENTER
CEILING + ROOF FRAMING PLAN



THIS PLAN AND SPECIFICATIONS ARE THE PROPERTY OF MYCASA. ANY REPRODUCTION OR DISTRIBUTION OF THIS PLAN OR SPECIFICATIONS WITHOUT THE WRITTEN PERMISSION OF MYCASA IS STRICTLY PROHIBITED. MYCASA SHALL BE RESPONSIBLE FOR THE ACCURACY OF THIS PLAN AND SPECIFICATIONS. THE USER OF THIS PLAN AND SPECIFICATIONS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED TO MYCASA.

DATE:	11/8/21	REV:	0	DATE:	12/2/21	DESC:	CONSTR
DRAWN BY:	J. GALTMAN	CHECKED BY:		SCALE:	1/4" = 1'-0"	PLM:	FREEPORT SERVICE CENTER
REVISION:	0						



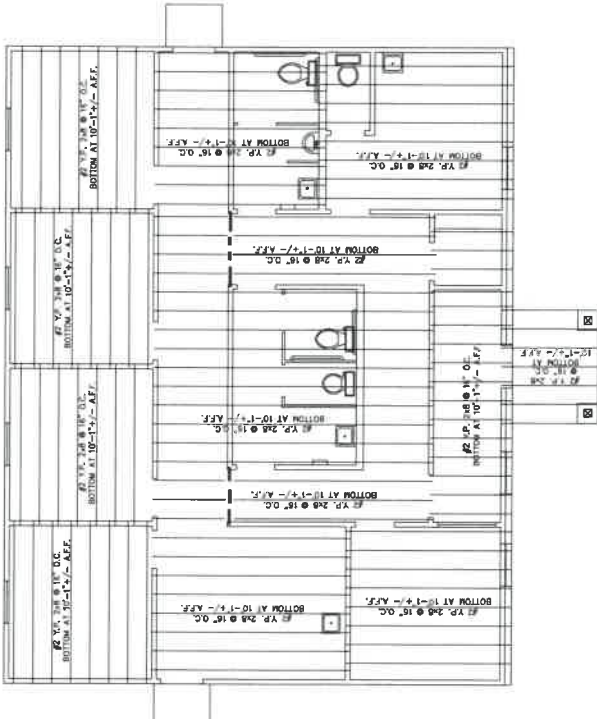
ROOF NOTES

- 9'-0" PLATS - UNLESS NOTED OTHERWISE
- 2x8 COMMON & JACK RAFTERS 16' O.C. @ 16' SP
- 2x8 RIDGE CONTINUOUS H/P RAFTERS
- 2x8 VALLEY BRACES & COLLAR TIES 48" O.C.
- 12" CYBERANG (UNLESS NOTED)
- BRACE RAFTERS

LEGEND	
①	RIDGE
②	H/P
③	VALLEY

ROOF FRAMING PLAN

SCALE: 1/4" = 1'-0"



CEILING FRAMING PLAN

NOTES

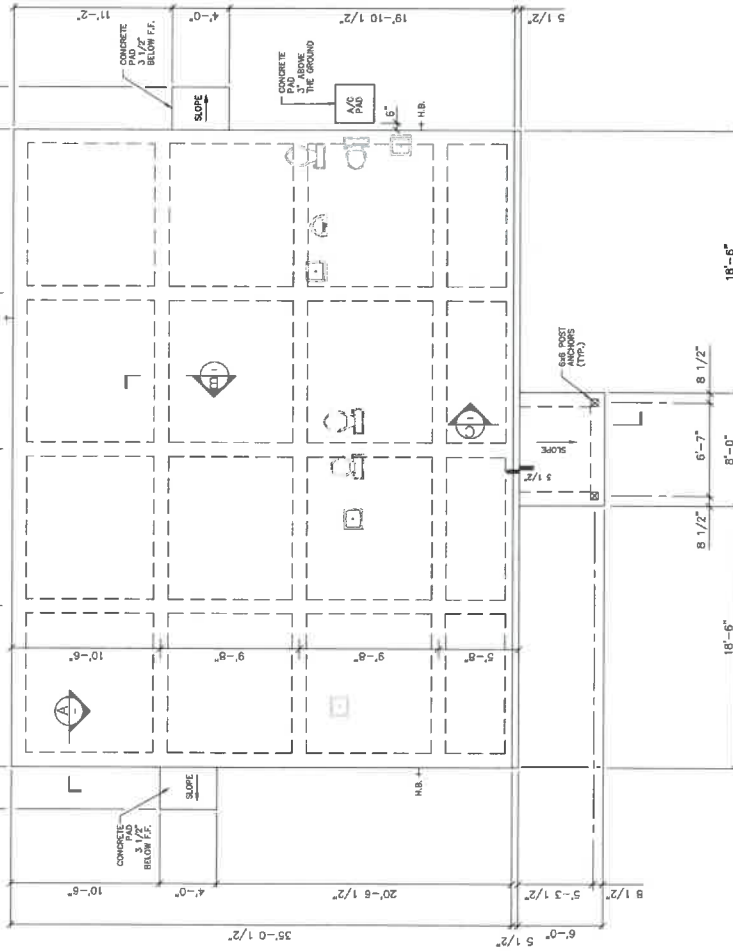
- SEE PLAN FOR ALL DIMENSIONS NOT SHOWN.
- SEE PLAN FOR ALL JOIST DOWNDROPS
- 2x8 HANGER H208 (166 INAL)
- 2x8 HANGER H212 (166 INAL)
- 2x8 HANGER H212 (166 INAL)

CEILING FRAMING PLAN

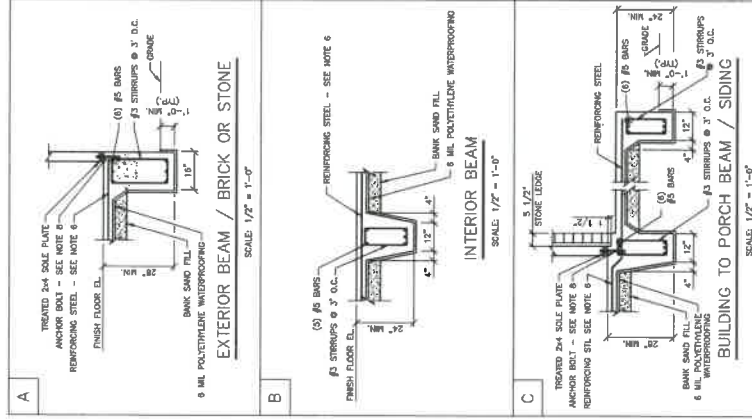
SCALE: 1/4" = 1'-0"

FOUNDATION NOTES

- 6 ML POLYETHYLENE OVER 4" SAND CUSHION.
- ANCHOR BOLTS TO BE TIED AND SUPPORTED EVERY 3'-0"
- BEAM STEEL TO BE TIED AND SUPPORTED EVERY 3'-0"
- ALL BEAMS TO EXTEND 12" MIN. INTO UNDISTURBED SOIL.
- SOIL TO BE TESTED AND REPORTED TO THE ENGINEER.
- SUB-OH-RANGE = 2" FROM SOIL TO TOP OF BEAM.
- CONCRETE TO BE 3000 PSI STRENGTH.
- 4" THK. 3000 PSI CONCRETE SLAB, REINFORCED W/ #3 BARS @ 12" O.C. WITH 12" STRIPS @ 3" O.C.
- ANCHOR BOLTS TO HAVE AN ULTIMATE COMPRESSIVE STRENGTH OF 3000 LBS.
- CONCRETE TO BE PLACED IN 2' MAX. LIFTS.
- ALL CONCRETE TO HAVE AN ULTIMATE COMPRESSIVE STRENGTH OF 3000 LBS.
- ALL CONCRETE TO BE PLACED IN 2' MAX. LIFTS.
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- ALL CONCRETE TO BE PLACED IN 2' MAX. LIFTS.



FOUNDATION PLAN
SCALE: 1/4" = 1'-0"



DATE	11/8/21	DATE	12/2/21
DESIGNED BY	J. GALVAN	CHECKED BY	
DATE	11/8/21	DATE	12/2/21
SCALE	1/4" = 1'-0"	SCALE	1/4" = 1'-0"

PLM: FREEPORT SERVICE CENTER
 DATE: 11/8/21
 CHECKED BY: J. GALVAN
 SCALE: 1/4" = 1'-0"



FOUNDATION PLAN
FREEPORT SERVICE CENTER

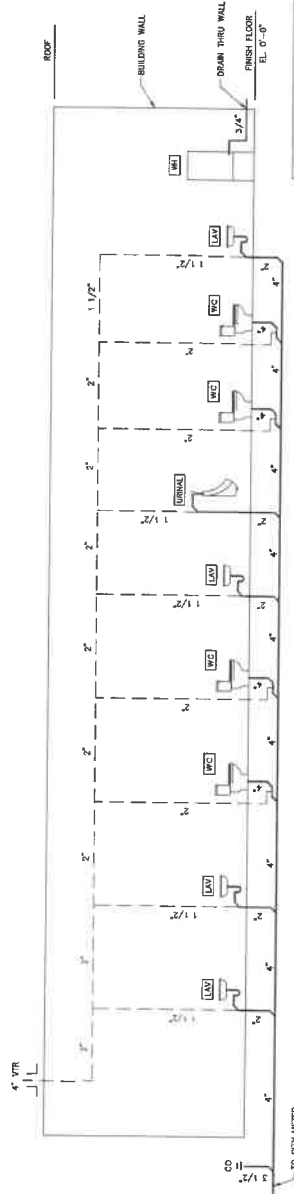
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REVISIONS:	0
CHECKED BY:	J. GALYAN
DATE:	11/15/21
DRWN BY:	J. GALYAN
PLN:	FREEPORT SERVICE CENTER
DESC.:	CONST.
DATE:	12/2/21
RY:	

PLUMBING LEGEND

WH	WATER HEATER
WM	WASHING MACHINE
KS	KITCHEN SINK
DW	DISH WASHER
BT	BATH TUB
SH	SHOWER
WC	WATER CLOSET
LV	LAUNDRY
CO	COIN OPERATED
VTR	VENT THRU ROOF

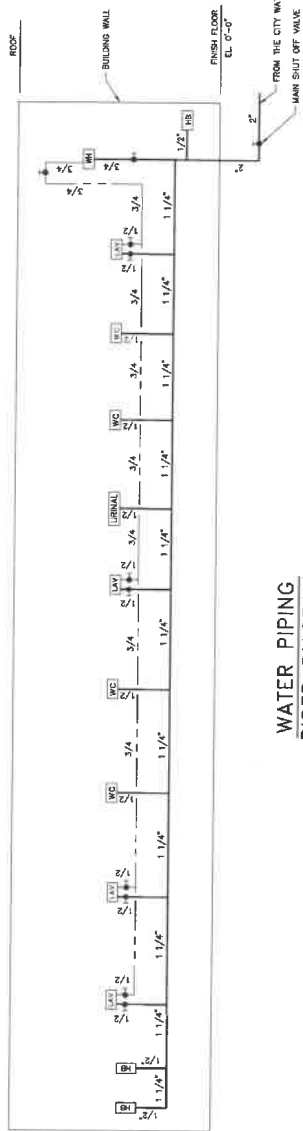


LICENSED PLUMBER
TO VERIFY ALL PLUMBING SIZES

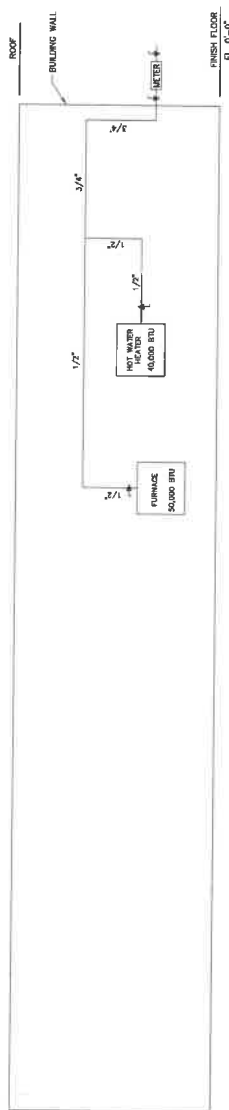


NOTE:
PURCHASE TAIL PIECES FOR SINKS, DISHWASHERS,
LAUNDRY, TUBS, BATH TUBS AND SIMILAR FIXTURES.
FURNISH THE PIPES FOR LAVATORIES AND SIMILAR;
1 1/4" MIN. IN DIAMETER.

SANITARY & VENT
RISER DIAGRAM
N.T.S.

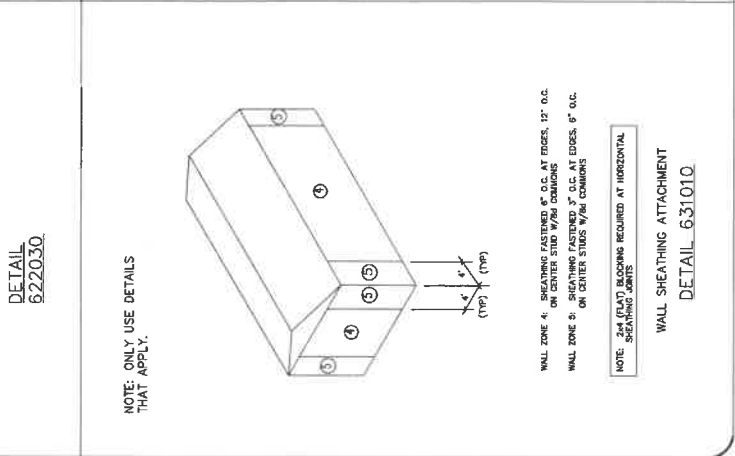
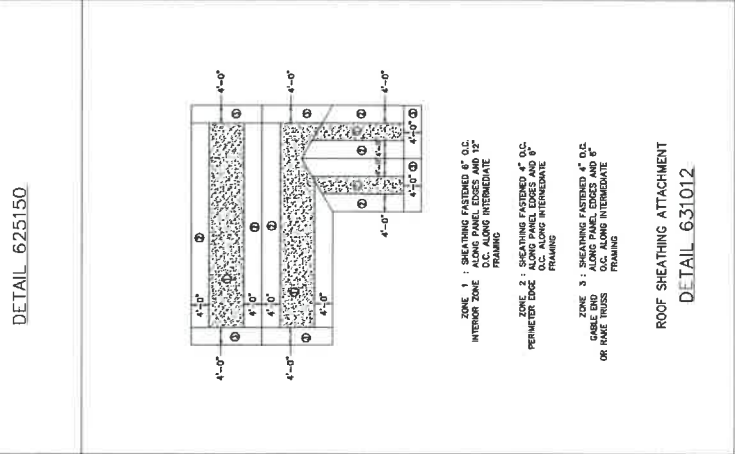
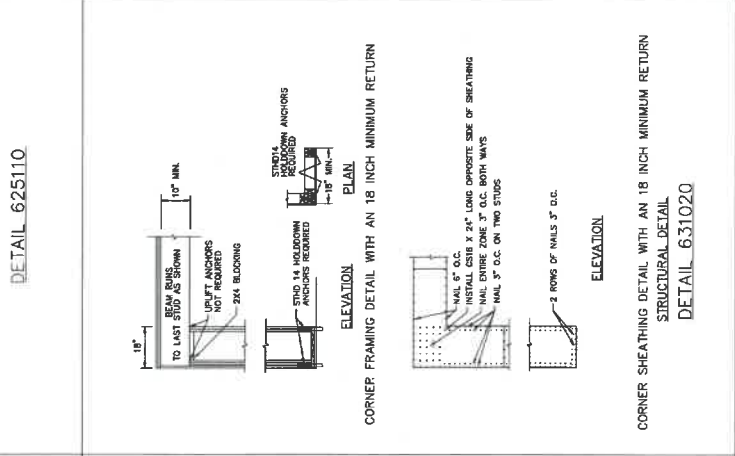
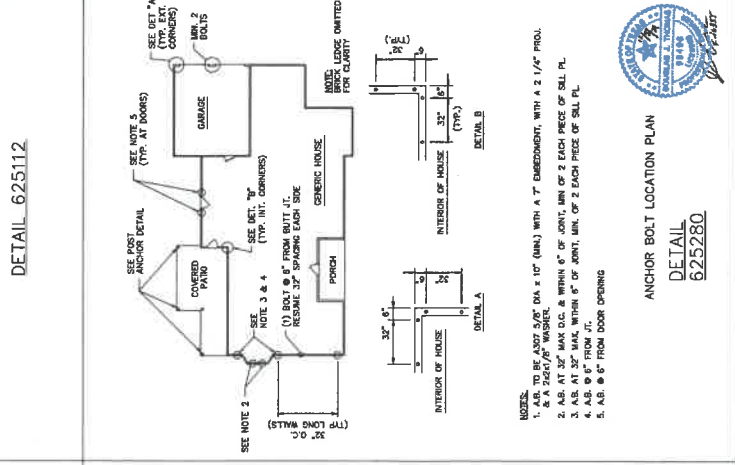
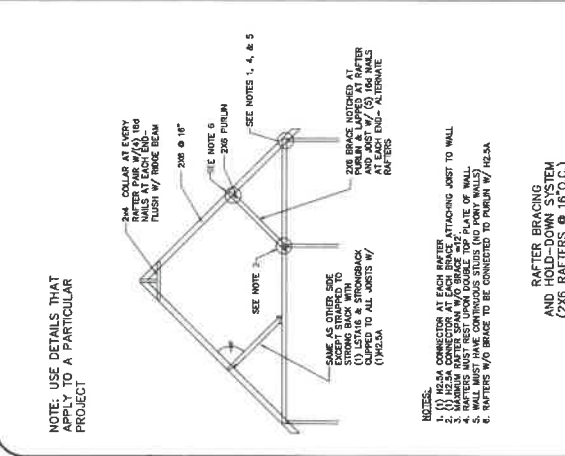
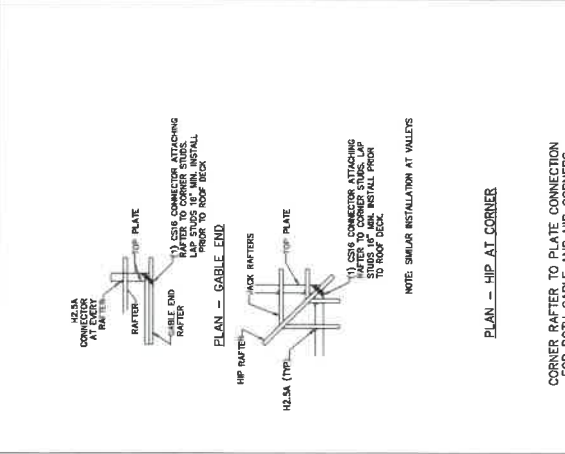
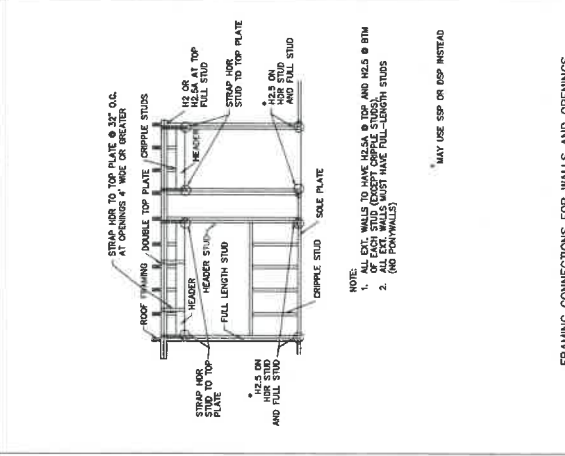
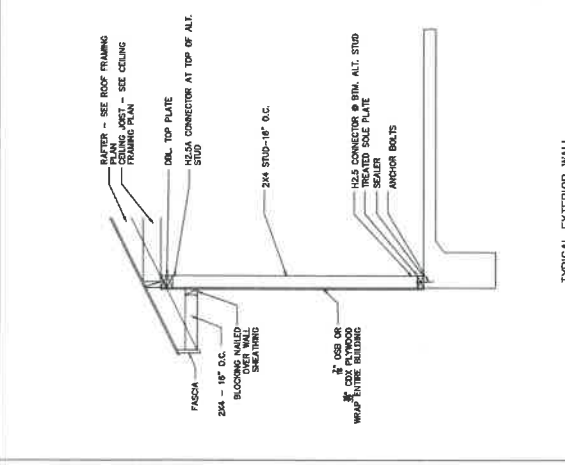


WATER PIPING
RISER DIAGRAM
N.T.S.



GAS
RISER DIAGRAM
N.T.S.

SCALE:	1/4" = 1'-0"
REVISION:	0
CHECKED BY:	J. G. L. VAN
DATE:	11/13/21
DESIGN BY:	J. G. L. VAN
DATE:	11/13/21
PROJECT:	FREEPORT SERVICE CENTER
DATE:	12/2/21
CONSTR:	



ANCHOR BOLT LOCATION PLAN
DETAIL 625280

BIDDER REFERENCES

Name/Business	Address	Contact Person & Phone #
1.		
2.		
3.		

***** Must be clients that have a current contract for services with your company *****

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.



City Council Agenda Item # 7

Title: FY 2021-2022 Proposed Budget Amendment #2

Date: January 24, 2022

From: Lance Petty, Public Works Director

Staff Recommendation:

Staff recommends approval of the following budget amendment of \$30,000.00.

Item Summary:

This proposed budget amendment offsets expenditure overages by shortages based on actuals.

Background Information:

Below is a summary of proposed unbudgeted costs:

1. *Construction of new Public Works Office Building: \$3,200.99*
2. *Engineering/Design: \$1,900.00*
3. *Centerpoint service drop: \$3,800.00*
4. *Re-locate internet and phones from existing building to new building: \$5,000.00*
5. *Water/wastewater extension to new building: \$3,000.00*
6. *Demolition of existing building: \$10,000.00*

Special Considerations:

Financial Impact:

The cost of this budget amendment is proposed to be offset by additional Sales tax revenues received. To date sales tax revenue has been up about 4% over budget estimates.

Board or 3rd Party recommendation:

Supporting Documentation: Ordinance

ORDINANCE NO. 2022-2655

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; MAKING CERTAIN FINDINGS AND CONTAINING CERTAIN PROVISIONS RELATING TO THE SUBJECT; PROVIDING A SEVERANCE CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, on August 2, 2021, the City Manager presented to the City Council a proposed budget of the expenditures of the City of Freeport for the fiscal year 2022 and the proposed budget was filed with the City Secretary and posted on the City website as required by Local Government Code Section 102.005; and

WHEREAS, pursuant to notice as required by Section 102.006 of the Local Government Code, on September 7, 2021, a public hearing on such budget was held in the Council Chambers, at which hearing all citizens and taxpayers of the City had the right to be present and to be heard, and those who requested to be heard were heard; and

WHEREAS, the budget for the 2021-2022 fiscal year of the City was approved by the City Council by Ordinance No. 2021-2637, read, passed and adopted on the 7th day of September, 2021.

WHEREAS, such Ordinance states that the budget for operations shall be administered as follows:

- a. The Council may transfer any unencumbered appropriation balance or portion thereof from one department, or fund to another, at any time;
- b. The City Manager shall have authority, without Council approval, to transfer appropriation balances from one expenditure account to another within a department;
- c. At any time in any fiscal year, the Council may, pursuant to Article XI, section 9.14 of the City Charter, make emergency appropriations to meet pressing need for public expenditure, for other than regular or recurring requirements, to protect the public health, safety or welfare. Such appropriation shall not be more than 5% of the total annual budget; however, the 5% may only be allocated under the condition the "undesigned" reserve/contingency funds may only be used with the specific consent of the City Council for unforeseen contingencies by the City Manager; and

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

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

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

Section 2. The existing Budget of the City of Freeport, Texas, for the fiscal year 2021-2022 as amended by Ordinance No. 2021-2651, read, passed and adopted on November 15, 2021 is hereby amended and revised as reflected in said Exhibit "A"

Section 3. All ordinances and resolutions, and parts of ordinances and resolutions in conflict herewith, are hereby repealed.

Section 4. It is hereby found and determined that the meeting at which this ordinance was passed was open to the public and that advance public notice of the time, place and purpose of said meeting was given as required by law.

This ordinance shall take effect and be in force from and after its passage and adoption.

PASSED AND ADOPTED this 24th day of January 2022.

Brooks Bass, Mayor

ATTEST:

Betty Wells, City Secretary

APPROVED AS TO FORM AND CONTENT:

Christopher Duncan, City Attorney

**City of Freeport
End of Year Budget Adjustment
Fiscal Year 2022**

Department	Account Number	Description	FY2021-2022 Original Budget	FY2021-2022 2nd Budget Amendment	FY2021-2022 Amended Budget
General Fund					
Revenue	10-318-300	Tax-Sales Tax	\$ 2,000,000	\$ 30,000	\$ 2,030,000
		Total Revenue	<u>2,000,000</u>	<u>30,000</u>	<u>2,030,000</u>
Expenditures					
Transfers	10-700-021	Transfer to Facilities	1,820,415	30,000	1,850,415
		Total Transfers	<u>1,820,415</u>	<u>30,000</u>	<u>1,850,415</u>
Total General Fund			<u><u>\$ -</u></u>		
Facilities & Grounds CIP Fund					
Revenue	21-710-010	Transfer from General Fund	1,820,415	30,000	1,850,415
		Total Revenue	<u>1,820,415</u>	<u>30,000</u>	<u>1,850,415</u>
Expenditures					
	21-420-899	Capital Outlay	200,000	30,000	230,000
		Total Capital Outlay	<u>200,000</u>	<u>30,000</u>	<u>230,000</u>
Total Facilities & Grounds Fund			<u><u>\$ -</u></u>		



City Council Agenda Item # 8

Title: Consideration and possible action approving an ordinance amending regulations and establishing rates for Residential and Commercial solid waste collection and disposal be set by the master fee schedule.

Date: January 24, 2022

From: Tim Kelty, City Manager

Staff Recommendation: Staff recommends approval of this ordinance.

Item Summary: With the new contract with AmeriWaste for residential and commercial solid waste collection and disposal, the city realized a significant decrease in the cost of residential solid waste, and for the first time will be collecting commercial solid waste city wide. As a result, we are recommending a 20% decrease in residential solid waste rates, and setting Commercial rates to reflect the new contract.

This ordinance removes the previous residential rate from the Code of Ordinance and authorizes both the Residential and Commercial Rates be approved in the Master fees schedule which is amended by Resolution.

Background Information:

Previously rates had been adopted by City council by ordinance and were included in the code of ordinances.

The practice has been established to authorize the Setting of rates for city services in the Code of Ordinances and maintaining a separate Master Fee Schedule that lists all the rates and charges assessed and collected for those various city services.

Special Considerations: None.

Financial Impact: None.

Board or 3rd Party recommendation: None

Supporting Documentation: Ordinance

ORDINANCE NO. 2022-2656

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; AMENDING SECTIONS 50.06 OF THE CODE OF ORDINANCES OF SAID CITY TO SET THE THE RATES FOR GARBAGE COLLECTION AND DISPOSAL RATES FOR THE YEAR BEGINNING JANUARY 2022, CONTAINING A SAVINGS CLAUSE; 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(k) and (o) 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 50.06 of the Code of Ordinances of the City of Freeport, Texas, is hereby amended to read as follows:

"Residential: \$20.00 per month for a residential size cart and the collection and disposal of solid waste in such cart at each family unit within the city and \$7.10

per month for each additional cart at the same family unit. FAMILY UNIT shall be construed to mean any one-family residence or apartment, or any other one-family dwelling.

(B) Commercial or business:

1. Light Commercial \$35.00 per cart for the collection and disposal of solid waste stored in each 96-gallon size container at a commercial or business location within the city. The charge for each additional cart at such location shall be \$24.37 for second cart, 16.25 for third cart, and 16.25 for fourth cart. Commercial customers shall not have more than four carts. If more than four carts are needed the commercial customer service shall require the use of a dumpster.

2. Commercial Dumpsters Charges:

Container Size	Weekly Collection Frequency						
	1	2	3	4	5	6	7
2 CY	\$67.57	\$110.73	\$153.89	\$197.06			
4 CY	\$92.25	\$140.66	\$189.11	\$241.01			
6 CY	\$114.11	\$182.03	\$237.90	\$310.80	\$383.98	\$446.16	
8 CY	\$123.48	\$214.94	\$292.68	\$383.63	\$463.57	\$543.50	

3. Roll-Off Container Fees:

Roll-off Size	Haul Rate (does not include disposal)
20 CY	\$401.50
30 CY	\$429.00
40 CY	\$484.00

4. Compacter Container Fees:

Roll-off Size	Haul Rate (does not include disposal)
20 CY	\$478.50
30 CY	\$533.50
35 CY	\$588.50
40 CY	\$643.50
42 CY	698.50

5. Miscellaneous Fees:

MISCELLANEOUS FEES

Roll-off delivery-one-time charge	\$110.00	Per delivery
Roll-off Rental Fee	\$110.00	Per month
Roll-off Rental Fee	\$3.30	Per day
Dry Run Fee	\$192.50	
Tire Disposal Fee	\$16.50	Per tire
Disposal Rate Type I per ton	\$41.50	Per ton
Disposal Rate Type IV per CY	\$19.25	Per cubic yard

(C) Each year in January the garbage collection and disposal rates shall be adjusted in accordance with the contract to provide service and the new rate will be included in the Master Fee List made available to the general public by maintaining copies with the City Secretary.

Second, the fees set in this ordinance shall be reflected in the Master Fee Schedule as previously authorized by the City Council, and all future garbage collection and disposal rates shall be set by resolution only, and reflected in the Master Fee Schedule.

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

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

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

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

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

READ, PASSED AND ADOPTED this _____ day of _____, 2022.

Brooks Bass, Mayor,
City of Freeport, Texas

ATTEST:

Betty Wells, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Christopher Duncan, City Attorney,
City of Freeport, Texas



City Council Agenda Item # 9

Title: Consideration and possible action approving a resolution amending the Master Fee Schedule, setting rates for the collection of residential and commercial solid waste and establishing the rate for sale of heavy-duty trash bags by the city of Freeport.

Date: January 24, 2022

From: Tim Kelty, City Manager

Staff Recommendation: Staff recommends approval of this resolution.

Item Summary: Beginning February 1, 2022, the City will be fully operating under the new solid waste contract with AmeriWaste approved and signed on December 6, 2021. The solid waste service rates need to be adjusted to reflect the change in the contract. The effective date of this change will be for February 1, 2022. The City bills in arrears so the change will be reflected in residents' March bills.

Currently the City is charging \$25.25 per month for residential and commercial service for the collection and disposal of one cart. Each customer pays an additional \$14.37 per month for each additional cart.

Staff recommends the following rates:

Residential Rate- \$20.00 per month for residential service for the collection and disposal of one cart and to \$7.10 per month for each additional cart.

Light Commercial Rate:

Container Size: 96 Gallons		Weekly Collection Frequency			
	1 st Cart	2nd Cart	3rd Cart	4th Cart	
96-gallon cart	\$35.00	\$24.37	\$16.25	\$16.25	

Commercial Dumpster Fees:

Container Size	Weekly Collection Frequency						
	1	2	3	4	5	6	7
2 CY	\$67.57	\$110.73	\$153.89	\$197.06			
4 CY	\$92.25	\$140.66	\$189.11	\$241.01			
6 CY	\$114.11	\$182.03	\$237.90	\$310.80	\$383.98	\$446.16	
8 CY	\$123.48	\$214.94	\$292.68	\$383.63	\$463.57	\$543.50	

Roll-Off Container Fees:

Roll-off Size	Haul Rate (does not include disposal)
20 CY	\$401.50
30 CY	\$429.00
40 CY	\$484.00

Compacter Container Fees:

Roll-off Size	Haul Rate (does not include disposal)
20 CY	\$478.50
30 CY	\$533.50
35 CY	\$588.50
40 CY	\$643.50
42 CY	698.50

Miscellaneous Fees:

Roll-off delivery-one-time charge	\$110.00	Per delivery
Roll-off Rental Fee	\$110.00	Per month
Roll-off Rental Fee	\$3.30	Per day
Dry Run Fee	\$192.50	
Tire Disposal Fee	\$16.50	Per tire
Disposal Rate Type I per ton	\$41.50	Per ton
Disposal Rate Type IV per CY	\$19.25	Per cubic yard

Trash Bags: It was suggested by Councilman Cain at the time the contract was approved that the city look into providing trash bags to residential customers, similar to the City of Lake Jackson. Staff explored the cost of purchasing and selling bags to effect this change. It was determined that the most cost-effective way to achieve this is to cooperatively purchase the bags through the City of Lake Jackson who purchases the bags in bulk. We have reached an agreement with Lake Jackson and purchased a pallet of 800 rolls for sale to the public.

We are proposing to sell them for the same price as Lake Jackson, setting the rate at \$6.50 per roll.

Background Information:

The City awarded AmeriWaste the solid waste contract in December 6, 2021. With the change in service providers the cost of solid waste service changed per the contract and allows for the 20% decrease in residential rates. Also, AmeriWaste will provide solid waste service to all non-residential commercial excluding industrial waste.

Special Considerations: None.

Financial Impact: None.

Board or 3rd Party recommendation: None

Supporting Documentation: Resolution.

RESOLUTION NO. 2022-2736

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS AMENDING THE MASTER FEE SCHEDULE SETTING THE RATES FOR GARBAGE COLLECTION AND DISPOSAL RATES FOR THE YEAR BEGINNING JANUARY 2022; ADDING SAID RATES TO THE MASTER FEE SCHEDULE OF THE CITY OF FREEPORT; 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, the City Council of the City has authorized the establishment and maintenance of a Master Fee Schedule, enabling citizens to find updated fees and charges for goods and services provided by the City in a convenient manner; and

WHEREAS, the City Council has determined that the public welfare would be best served by maintaining and amending Garbage Collection and Disposal rates and fees in the Master Fee Schedule;

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 the City Council of the City hereby amends the Master Fee Schedule to include rates and fees for Garbage Collection and Disposal attached hereto in 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 _____, 2022.

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 # 10

Title: Discuss and Take Possible Action on Budget Amendment for Supplementing the Completion of FM1495 Beach Entry and Get Engineering and Pricing for the Asphaltting of CR 723 and CR 241.

Date: January 24, 2022

From: Councilmen Pena and Muraira

Staff Recommendation: This item was requested to be placed on the Agenda by Councilmen Jeff Pena and Mario Muraira.

Item Summary:

The request is to amend the FY 2021/2022 annual budget to cover the cost of replacing a portion of existing asphalt South of the intersection of 1495 and CR 723EDC, widening much of the asphalt area recently laid by Brazoria County, and extending the asphalt approximately 500 feet past where the County stopped to a point just past the dune line. It also includes having engineering done to make asphalt improvements along CR 273 and CR 241, the second entry to the beach.

Background Information:

Brazoria county recently completed paving the entry road to the beach that was damaged during a past hurricane, using grant funds from Hurricane Harvey. The area repaired was the area approved by the grant for replacement due to damage by the storm.

The request from Councilman Pena would allow for better on street parking along the length of the access road and allow for the parking of a food truck at the entrance to the beach.

Public Works director Lance Petty, has put together cost estimates for the work base on past bids received for similar work. His estimate for the supplemental asphalt work to the Main Beach entrance is \$215,700. In a meeting with Mr. Pena, he also asked about planting palm trees along West side of the road. The estimated cost for this is \$41,000.

At this time, we do not have a proposal for engineering for the second beach entrance along CRs 273 and 241, but Mr. Petty also developed a rough cost estimate for the improvements to those roads. Based on square footage requested, his estimate for the project is \$1,445,500.

Special Considerations: Because we have already assigned the FY 2021/2022 asphalt roads to be completed under the County Contract. We would need to go out for complete sealed bids for this project to be completed by a private Contractor.

Financial Impact: Funding for these projects would need to come out of the Fund Balance of the General fund.

Board or 3rd Party recommendation: None

Supporting Documentation: Estimates and drawing by Public Works Director

WATER

DUNES

DUNES

← 65 FT →
(3,250 sq ft)

500

← 40 FT →
(16,000 sq ft)

CONCRETE Estimate
\$ 517,924.00

ASPHALT Estimate
\$ 215,712.00

County
Completion

PAVING Estimate
15 FT PAVING WIDTH
60 Total Installed
\$ 82,160.00

7
4
6

← 22 FT →

30 PALMS per Side
SPACED @ 50 FT
CAN SPACE FURTHER
APART to reduce cost

2
6
0

← 22 FT →
(5,720 sq ft)

MAIN ENTRANCE

WATER

DUNES

DUNES

← 65ft →
(3,575 sq ft)

← 40ft →
(12,000 sq ft)

11.5 ft

← 22ft →

6
0
0
0

(132,000 sq ft)

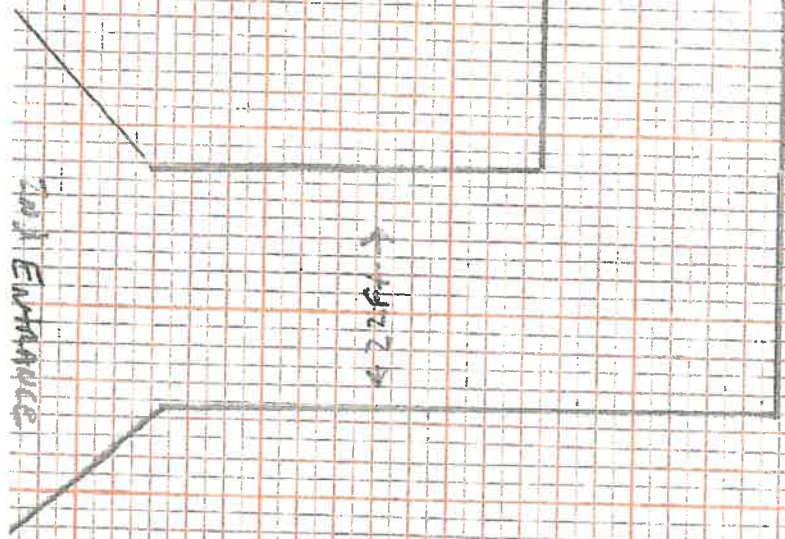
ASPHALT estimate
\$ 1,445,520.00

CONCRETE estimate
\$ 3,187,629.00

Additional Cost
guard rails along
perimeter fence
\$ 100,000

201 ENTRANCE

← 22ft →





City Council Agenda Item # 11

Title: Discuss and Take Possible Action to set agenda procedures for Special Meetings.

Date: January 24, 2022

From: Councilmen Pena and Muraira

Staff Recommendation: This item was requested to be placed on the Agenda by Councilmen Jeff Pena and Mario Muraira.

Item Summary:

The request is to Discuss and take possible action to set agenda procedures for Special Meetings. On November 15th 2021 Council adopted Ordinance 2021-2650 setting procedures and deadlines for the placement of items on either of the two scheduled regular meetings. The ordinance prepared for consideration also included a section requiring 24-hour notice for the placement of items on supplemental special meetings. This provision would have violated open meetings act requirements and was struck by council as part of the motion to approve.

Background Information: None

Special Considerations: None

Financial Impact: None

Board or 3rd Party recommendation: None

Supporting Documentation: Ordinance setting procedures and deadlines adopted in November.

ORDINANCE NO. 2021-2650

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; ESTABLISHING SPECIFIC PROCEDURES AND DEADLINES FOR ITEMS TO BE PLACED ON THE CITY COUNCIL AGENDA; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY UPON SUCCESSFUL PASSAGE AND EXECUTION BY THE MAYOR AND CITY CLERK.

WHEREAS, the City Council desires to insure equal access by each and every Council member to bring items for consideration to the City Council as a whole; and

WHEREAS, the City Council recognizes that city staff must gather information, draft proposed resolutions and ordinances, and organize documents for each agenda item, and adequate time should be provided for city staff to perform those functions; and

WHEREAS, the City Council of the City of Freeport, Texas, has determined and does here now declare that the adoption of this ordinance is necessary to the fair and orderly administration of its constitutional and statutory powers as a home-rule municipality.

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

First, the City Council specifically finds that all items contained in the preamble above are true and correct.

Second, the City Council adopts the following rules, procedures and deadlines for items requested by one or more council member to be placed on the City Council Agenda:

1. Any request made by the Mayor, the City Manager or two (2) council members for an item to be placed on the agenda of a REGULAR council meeting, must be made in writing, to the City Manager, on or before noon (12:00 p.m.) on the Tuesday prior to the meeting.
2. Any request made by the Mayor, the City Manager or two (2) council members for an item to be placed on the agenda of a SPECIAL council meeting, must be made in writing, to the City Manager, on or before noon (12:00 p.m.) on the day prior to the meeting.
3. The City Manager shall place the requested item on the agenda as requested within the time-frame above.
4. The City Manager and city staff shall contact the requesting council member(s) should they have any questions or require more information to prepare the necessary documents for the item.
5. The City Manager shall be responsible to have all necessary resolutions, ordinances, supporting documentation prepare and in the city council packets delivered to council

Agenda Procedure Ordinance Version #2

members on the day the agenda is posted and, if he chooses, he may prepare a council memorandum with his recommendation regarding the requested action.

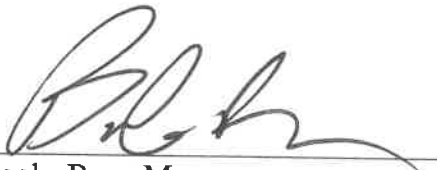
6. The Council may table any agenda item upon motion and majority vote during the open session of the council meeting of which the item is on the agenda.

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

Fourth, this ordinance shall take effect immediately upon its passage and execution by the Mayor and the City Clerk.

Fifth, the City Council specifically finds and determines that the meeting at which this ordinance was passed 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 this 15 th day of November, 2021




Brooks Bass, Mayor

ATTEST:



Betty Wells, City Secretary

APPROVED AS TO FORM ONLY:



Christopher Duncan, City Attorney



City Council Agenda Item # 12

Title: Discuss and Take Possible Action to amend contract with AmeriWaste Trash service: ie. trash bin size, trash bags.

Date: January 24, 2022

From: Councilmen Pena and Muraira

Staff Recommendation: This item was requested to be placed on the Agenda by Councilmen Jeff Pena and Mario Muraira.

Item Summary:

Background Information: Council approved a contract for Solid Waste Services with AmeriWaste on December 6th, 2021 which goes into effect on February 1st, 2022. Under the terms of that agreement AmeriWaste would provide Residential Customers with 65 Gallon Solid Waste “Totes”. Residents are allowed to place up to 6 additional bags/items along side the tote provided for no additional cost.

Special Considerations: Under AmeriWaste’s contract the will be using hand service rather than the automated trucks and there for proposed the smaller totes. Per their contract AmeriWaste has already begun delivering the totes to residential customers throughout the city this month. Additionally, at Councilman Cain’s suggestion, the City has purchased several thousand boxes of heavy-duty trash bags that will be made available for sale to City solid waste customers.

Financial Impact: Unknown

Board or 3rd Party recommendation: None

Supporting Documentation: Signed AmeriWaste Solid Waste Contract.

CITY OF FREEPORT
SOLID WASTE AGREEMENT

This Agreement is made and entered into as of December 6 2021 by and between the City of Freeport, Texas, a municipal corporation located principally in Brazoria County, Texas (hereinafter the "City"), and AmeriWaste Solutions, Inc., (herein after "CONTRACTOR") with an effective date of February 1, 2022 for all Residential and Light Commercial Services and an effective date of no later than April 1, 2022 for all Commercial Services.

Section 1.
Definitions of Terms

Whenever in this Agreement the following terms are used, they shall be defined as follows:

Bulky Waste. Solid Waste not easily containerized in a Cart or Dumpster such as, but not limited to appliances, furniture, and other Solid Waste. Bulky Waste shall not include Excluded Waste.

Bulky Waste Services. Collection of Bulky Waste and Disposal of Bulky Waste at a Disposal Site or Recycling of Bulky Waste at a Recycling Facility.

Bundle. Yard Trimmings securely tied together forming an easily handled package not exceeding four feet in length or 50 lbs. in weight.

Business Day. Monday through Sunday between the hours of 8:00am to 5:00pm, excluding Federal Holidays

Cart. A receptacle, equipped with wheels and a bar, with a capacity of approximately forty-eight (48), sixty-five (65), or ninety-six (96) gallons, designed to be mechanically dumped into a loader-packer type truck via a fully automated truck arm or semi-automated truck tipper.

City. The City of Freeport, Texas and City's officers, elected officials, employees, agents, volunteers, and representatives.

City Council. The governing body of the City.

City Event. An event designated by the CM to receive City Services. The CM has the sole authority to add or eliminate City Events.

City Facility. A City-owned or operated facility. The CM has the sole authority to add or eliminate City Facilities to receive City Services.

City Manager ("CM"). The City's City Manager or a person authorized to act for the CM.

City Services. Solid Waste Services for City Events and City Facilities.

Collect or Collection. The act of removing Solid Waste for transport to a Disposal Site, removing Yard Trimmings for transport to a Yard Trimmings Facility or to a Disposal Site, and removing Bulky Waste for transport to a Disposal Site.

Commercial Refuse. All Bulky Waste, Construction Debris, Garbage, Yard Waste and Rubbish generated by a Producer at a Large Commercial Unit.

Commercial Unit. All premises, locations or entities, public or private, requiring refuse collection within the corporate limits of the City that are not classified as a residential unit or light commercial unit.

Compactor. A compaction mechanism, whether stationary or mobile, designed to attach to a Roll-off.

Contractor. Shall mean the person, corporation, or partnership performing solid waste collection and disposal.

Construction Debris. Shall mean waste building materials resulting from construction, remodeling, repair, or demolition operations, typically collected in roll-off bins without lids and which are typically disposed of at Type IV landfills.

Curbside. The location within three (3) feet of the curb of the street abutting such property that provides primary access to the Service Unit as designated by the CM unless such placement interferes with or endangers movement of vehicles and pedestrians.

Customer(s). An occupant of a Residential Unit or a Non-Residential Unit in Freeport, and that has a City utility account that is billed for Solid Waste service on a monthly basis.

Dead Animal. Animal or part of an animal equal to or greater than ten (10) pounds in weight that has expired from any cause except those slaughtered or killed for human use.

Disposal. In accordance with 30 Texas Administrative Code § 330.3, defined as “The discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste or hazardous waste (whether containerized or uncontainerized) into or on any land or water so that such solid waste or hazardous waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including groundwater”.

Disposal Site or Facility. All contiguous land, structures, other appurtenances, and improvements on the land that is licensed and permitted, as required by all governmental bodies having jurisdiction, for disposing of Solid Waste. A Disposal Site may be publicly or privately owned and may consist of several Disposal operational units.

Dumpster. A watertight receptacle, with a capacity of approximately two (2) cubic yards up to approximately eight (8) cubic yards, equipped with lid and designed to be mechanically dumped into a loader-packer type truck.

Excluded Waste. Hazardous Waste, Special Waste, and Construction or Demolition Waste.

Garbage. In accordance with 30 Texas Administrative Code § 330.3, defined as “Solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling, and sale of produce and other food products.”

Generator. Any person or entity that produces Solid Waste.

Green Waste. Grass, leaves, tree trimmings, branches and other items derived from plants. This does not include tree trunks or root balls.

Hazardous Waste. In accordance with 30 Texas Administrative Code § 330.3, defined as “Any solid waste identified or listed as a Hazardous Waste by the administrator of the United States Environmental Protection Agency under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, 42 United States Code, §§6901 *et seq.*, as amended.”

Heavy Trash. Refuse that is of such size and weight that it cannot be placed in a thirty-two (32) gallon container, or if it can be placed into a thirty-two (32) gallon container, its weight exceeds fifty (50) pounds. Heavy trash shall not include items or materials which cannot be safely lifted and placed upon a truck by two (2) people. Heavy trash shall include tree limbs less than four feet (4') in length and loose lumber less than four feet (4') in length provided the aggregate weight of such tree limbs and/or lumber does not exceed two hundred (200) pounds (see “Bundle” definition).

Household Hazardous Waste. Waste that would be chemically or physically classified as Hazardous Waste but is excluded from regulation as a Hazardous Waste pursuant to the regulations of the Environmental Protection Agency because it is generated by a household and generally includes fertilizers, pesticides, paint, paint-related materials, household cleaners, white goods (free of Freon), batteries, thermometers, automotive products, electronics, poop chemicals, aerosol cans, tires, fluorescent bulbs and small propane containers. Household Hazardous Waste does not include business/commercial waste, medical waste (pharmaceuticals, sharps/needles), radioactive waste, PCBs, dioxins, ammunitions, explosives, compressed gas cylinders, smoke detectors.

Light Commercial Unit. A commercial unit generating not more than four (4) ninety-six (96) gallon containers of Commercial Refuse during a calendar week.

May or Should. Not mandatory but permissible.

Refuse. A nonputrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials, combustible rubbish, including paper, rags, cardboard, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, and similar materials; noncombustible rubbish, including glass, crockery, tin cans, aluminum cans, metal furniture and like materials which will not burn at ordinary incinerator temperatures (1600°F to 1800°F), but not including construction debris.

Resident. A person who resides at a Residential Unit.

Residential Unit(s). An improved property which is used, or capable of being used, for domestic use by a single family, including a single-family dwelling, duplex, fourplex, townhouse, apartment or condominium unit. A Residential Unit shall be deemed occupied when either water or electric services are being supplied thereto. A townhouse, fourplex, duplex, or condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family Dwelling Units, shall be treated as a Residential Unit, except that each Dwelling Unit within any such Residential Unit shall be billed separately as a Residential Unit. Those Residential Units designated by the CM to be served by a Dumpster or Roll-off Compactor shall not be included in this definition and shall be a Non-Residential Service Unit.

Residential Waste Services. Solid Waste Services, Bulky Waste Services, and Yard Trimmings Services for Residential Units and Light Commercial Units. (See Section 9)

Roll-off. A watertight receptacle, with a capacity of approximately twenty (20) cubic yards up to approximately forty (40) cubic yards, intended to be loaded onto a motor vehicle.

Roll-off Compactor. A Roll-off with a Compactor.

Rubbish. In accordance with 30 Texas Administrative Code § 330.3, defined as “Nonputrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, Cartons, wood, excelsior, furniture, rubber, plastics, brush, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).”

Shall or Must. Mandatory and not merely discretionary or optional.

Solid Waste. In accordance with 30 Texas Administrative Code § 330.3, defined as “Garbage, rubbish, refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:

- (a) solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26.
- (b) soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements; or
- (c) waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or repressurizing plants and is Hazardous Waste as defined by the administrator of the United States Environmental Protection Agency under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as amended (42 United States Code, §§6901 *et seq.*)
- (d) Excluded Waste.

Solid Waste Cart. A Cart utilized exclusively for Solid Waste Services.

Solid Waste Services. Collection of Solid Waste and Disposal of Solid Waste at a Disposal Site.

Special Waste. In accordance with 30 Texas Administrative Code § 330.3, defined as “Any solid waste or combination of solid wastes that because of its quantity, concentration, physical or chemical characteristics, or biological properties requires special handling and

Disposal to protect human health or the environment. If improperly handled, transported, stored, processed, or disposed of or otherwise managed, it may pose a present or potential danger to human health or the environment. Special wastes are:

- (a) Hazardous Waste from conditionally exempt small-quantity generators that may be exempt from full controls under Chapter 335, Subchapter N of this title (relating to household materials Which Could Be Classified as Hazardous Wastes).
- (b) Class 1 industrial nonhazardous waste.
- (c) Untreated medical waste.
- (d) Municipal wastewater treatment plant sludges, other types of domestic sewage treatment plant sludges, and water-supply treatment plant sludges.
- (e) Septic tank pumpings.
- (f) Grease and grit trap wastes.
- (g) Wastes from commercial or industrial wastewater treatment plants; air pollution control facilities; and tanks, drums, or containers used for shipping or storing any material that has been listed as a hazardous constituent in 40 Code of Federal Regulations (CFR) Part 261, Appendix VIII but has not been listed as a commercial chemical product in 40 CFR §261.33(e) or (f).
- (h) Slaughterhouse wastes.
- (i) Dead animals.
- (j) Drugs, contaminated foods, or contaminated beverages, other than those contained in normal household waste.
- (k) Pesticide (insecticide, herbicide, fungicide, or rodenticide).
- (l) Discarded materials containing asbestos.
- (m) Incinerator ash.
- (n) Soil contaminated by petroleum products, crude oils, or chemicals in concentrations of greater than 1,500 milligrams per kilogram total petroleum hydrocarbons; or contaminated by constituents of concern that exceed the concentrations listed in Table 1 of §335.521(a)(1) of this title (relating to Appendices).
- (o) Used oil.
- (p) Waste from oil, gas, and geothermal activities subject to regulation by the Railroad Commission of Texas when those wastes are to be processed, treated, or disposed of at a solid waste management facility authorized under this chapter.
- (q) Waste generated outside the boundaries of Texas that contains:
 - a. any industrial waste.
 - b. any waste associated with oil, gas, and geothermal exploration, production, or development activities; or
 - c. any item listed as a special waste in this paragraph.
- (r) Lead acid storage batteries; and
- (s) Used-oil filters from internal combustion engines.

Unit. Residential and Non-Residential Units that qualify for services

Work. The furnishing of all labor, materials, equipment, and other incidentals necessary for the successful completion this Agreement and the carrying out of all duties and obligations imposed by this Agreement.

Yard Trimmings or Yard Waste. In accordance with 30 Texas Administrative Code § 330.3, defined as “Leaves, grass clippings, yard and garden debris, and brush, including clean woody vegetative material not greater than six inches in diameter, that results from landscaping maintenance and land-clearing operations. The term does not include stumps, roots, or shrubs with intact root balls.”

Section 2. Scope of Services

The Work to be done shall consist of providing Solid Waste Services (as defined above) which includes the collecting, processing and/or disposing, at its own cost and expense, all Solid Waste (including Garbage, Refuse, Rubbish and Heavy Trash), and Green Waste collected from every Residential, Light Commercial and Commercial Units within the corporate limits of the City as the present and future boundaries exist. CONTRACTOR shall also provide two (2) Community Household Bulky Waste collection events per year at a centralized location specified and provided by the City.

Section 3. Vehicles and Equipment

1. CONTRACTOR shall provide and maintain a fleet of solid waste collection vehicles and equipment sufficient in number and capacity to perform the work and render the services required by this contract during peak and non-peak seasons. CONTRACTOR shall provide, at all times, well-maintained vehicles and equipment and keep them in good repair, clean and sanitary, and free of leaks and excessive emissions. CONTRACTOR shall contain, enclose, or tie all waste and refuse in a manner that prevents spilling, leaking or blowing. CONTRACTOR shall be responsible for immediate cleanup of all leakage, spillage, and blown debris resulting from equipment in compliance with all laws and manufacturers' specifications. CONTRACTOR'S name and telephone number shall be clearly marked on both sides of each vehicle or equipment.
2. All Dumpsters and Roll-off Containers shall be maintained by CONTRACTOR in good condition. Dumpsters will be changed, as needed, to maintain all health and safety concerns, free of charge. All other container movement will be as agreed by the CONTRACTOR and Customer. All Roll Off loads must meet TxDOT weight requirements.

Section 4. Collection Schedule and Frequency

1. Residential Collections: CONTRACTOR shall schedule all residential collections by zone on either a Monday/Thursday or a Tuesday/Friday cycle. No residential collection shall be made on Saturdays or Sundays unless CONTRACTOR is directed to do so by the City. Residential Services shall occur between 7:00 a.m. and 7:00 p.m. on the scheduled collection day(s). CONTRACTOR shall pick up Heavy Trash/Bulky Waste monthly based on four (4) zones each Wednesday.
2. Light Commercial Collections: CONTRACTOR shall discuss with each light commercial unit its collection days and frequency. No commercial collection will be made prior to 7:00 a.m. if such collection is in or adjacent to a residential neighborhood.
3. Commercial Collections: CONTRACTOR shall schedule commercial collection at least once a week for Solid Waste (excluding Heavy Trash) and Green Waste, all to be contained within a dumpster. Collection of Commercial Heavy Trash and Bulky Waste is based on a price negotiated between the Contractor and the Commercial Customer.

**Section 5.
Collection Days and Routing**

1. Collection shall occur in a routine manner following established routes.
2. CONTRACTOR shall submit route maps to the City thirty (30) days prior to implementation of service. Maps will detail each collection route for Residential Collections. CONTRACTOR shall create routes based on customer needs for Light Commercial and Commercial Collections. Should a routing schedule change be approved, CONTRACTOR shall notify Customers in the affected area of the change in schedule or routing and the anticipated effect on the collection time.
3. CONTRACTOR shall collect all items placed at the curb that are included in the Residential Waste Services on the first pass by of the Customer. CONTRACTOR may, in its sole discretion, reject any Excluded Waste provided by the Customer.

**Section 6.
Holiday Schedule**

1. CONTRACTOR may observe New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
2. CONTRACTOR shall provide each Customer affected by a holiday at least one collection day during the Holiday week. If a Holiday falls on a Wednesday, Contractor shall adjust schedule if necessary to makeup missed bulk waste pick-up on the following Saturday.

**Section 7.
Customer Service Office**

1. CONTRACTOR shall provide and staff an office facility to receive customer calls and to provide face to face service.
2. CONTRACTOR shall maintain a telephone line to receive customer complaints, request or comments from 8:00 AM until 5:00 PM, local time, Monday through Friday.
3. CONTRACTOR shall maintain an internet email address to receive complaints, request or comments from customers.

**Section 8.
Performance Standards**

CONTRACTOR and employees shall adhere to the following performance standards:

1. Garbage/refuse containers shall be replaced upright within two (2) feet of Customer's placement without obstructing traffic, driveways or damaging landscaping.
2. Dumpsters, Roll-offs and Compactors shall be replaced upright within eighteen inches (18") of the Customer's placement (request), without obstructing traffic or damaging landscape but allowing for accessible pick-up by CONTRACTOR.
3. CONTRACTOR shall not leave loose material, which during collection may fall in the streets or property of Customers and will collect any loose material that is generated during the collection operations.

4. CONTRACTOR shall maintain a consistent route schedule and comply with provisions related to hours of service.
5. Collection schedules shall be consistently performed as to morning or afternoon collection times.
6. Drivers are expressly forbidden to use their emergency brake to stop a moving vehicle, except in cases of emergencies.
7. CONTRACTOR will not use vehicles that leak oil, hydraulic fluid or other substances, or present an unhygienic or unsafe appearance.
8. CONTRACTOR shall propose and implement measures to prevent spillage with the mode of collection (automated/semi-automated) used by the CONTRACTOR and CONTRACTOR shall pick up any spillage caused by CONTRACTOR or its employees.

Section 9. Collections

It is hereby agreed, understood and contracted that CONTRACTOR shall perform the following acts:

1. Residential Units: CONTRACTOR shall collect and dispose of Solid Waste (excluding Heavy Trash) placed in garbage and refuse containers from each Residential Unit not exceeding sixty-five (65) gallon in size at least twice a week. Upon request from a residential customer, additional carts shall be provided for an additional monthly fee. CONTRACTOR shall collect and dispose of Green Waste from each Residential Unit placed in bags of adequate strength, and that branches, brush and similar woody material are bundled and tied in lengths not exceeding four feet (4') or having diameters not exceeding eighteen inches (18"), or overall weight exceeding fifty pounds (50 lbs.) at least once a week, except for emergencies resulting from force majeure events or Acts of God or when notified by the City to not pick up due to delinquent payment. Residents are limited to six (6) items per service day. CONTRACTOR shall provide all containers for use by all residential units, which containers shall allow Solid Waste and Green Waste to be contained, tied or enclosed so that leaking, spilling or blowing can be prevented.

CONTRACTOR shall collect and dispose of Bulky Waste/Heavy Trash (including Household Appliances) from each Residential Unit at least once a month. Household appliances shall mean furniture, washing machines, dryers, stove and the like (excluding refrigerators, freezers, televisions, and computers). Residents are limited to five (5) cubic yards of Bulky Waste/Heavy Trash generated from their residence monthly. Bulky Waste/Heavy Trash exceeding the five (5) cubic yard limit shall be charged an additional fee per cubic yard over the 5 cubic yard limit, which shall be determined and evidenced by the CONTRACTOR.

2. Light Commercial Units: CONTRACTOR shall collect and dispose of Solid Waste (excluding Heavy Trash) at least once a week. CONTRACTOR shall collect and dispose of Green Waste from each Light Commercial Unit at a frequency of no less than once a week. The total amount of Solid Waste (excluding Heavy Trash), or Green Waste from any Light Commercial Unit may not exceed four (4) ninety-six (96) gallon containers per week. CONTRACTOR shall provide all containers for

use by all light Commercial Units, which containers shall allow Solid Waste and Green Waste to be contained, tied or enclosed so that leaking, spilling or blowing can be prevented.

3. Commercial Units: CONTRACTOR shall collect and dispose of Solid Waste and Green Waste from each Commercial Unit within the City. CONTRACTOR'S collection frequency shall occur according to directive of the Customer. CONTRACTOR shall provide all containers for use by all Commercial Units, which containers shall allow to be Solid Waste and Green Waste to be contained, tied or enclosed so that leaking, spilling or blowing can be prevented. Commercial Units upon or within which food is prepared, processed or served shall be provided collection services not less than twice weekly, except with the written permission from the CM or his designee. CONTRACTOR shall not place dumpsters on City right-of-way without the written permission from the CM or designee.
4. City Facilities: CONTRACTOR shall collect and dispose of Solid Waste and Green Waste and at all City Facilities as requested by the City. Solid Waste and Green Waste at each site shall be placed in bins or dumpsters provided by the CONTRACTOR. A list of City Facilities is attached and incorporated as Exhibit A. These services shall be at no cost to the City excluding Roll-off Services. CONTRACTOR shall provide up to fifteen (15) Roll-offs with a capacity of thirty (30) cubic yards to the City upon request during each calendar year at no cost to the City.
5. Special Collections and Services: Upon written request and/or reasonable verbal notice from City, CONTRACTOR shall collect and dispose of Solid Waste and perform similar services resulting from Special Events. Such events shall be civic oriented and will be held at various places and at various times of the year. Services for events may include carts, dumpsters and trash boxes. This service shall be of no cost to the City limited to up to three (3) events per year.
6. Community Bulky Waste Collection: CONTRACTOR shall provide a minimum of two (2) community bulky waste collection event per year on agreed upon Saturdays at a location specified and provided by the City whereby CONTRACTOR shall accept Household Bulky Waste from residents and employees of the City. CONTRACTOR shall organize and implement all details of the event, including complying with all applicable Federal, State and local laws in conducting the event and in the packaging, removing and disposing of all waste collected. CONTRACTOR agrees to remove and clean up any spill or other release of waste collected at the event and to restore the affected event site facilities to their original condition. The City agrees to assist with the event by providing street barriers for traffic control and by supplementing CONTRACTOR'S advertising with information posted on the City's website and social media accounts. All appliances that contain Freon must include a certification that all Freon has been removed by a certified technician.

Section 10. Customer Rates

Subject to adjustments described in Section 11, CONTRACTOR shall perform Scope of Services identified in this Agreement in accordance with the rate schedule, attached and incorporated as Exhibit B. Upon the second anniversary of the effective date of this contract, the rate schedule shall be updated annually based on the CPI Adjustment and the Fuel Adjustment. An updated Exhibit B shall be incorporated into the Agreement at the start of each new year. For all Residential Customers and Light Commercial Customers, the City shall bill the Customers directly, collect all customer fees and compensate CONTRACTOR according to the rate schedule in Exhibit B. For all Commercial Customers, CONTRACTOR shall bill the Customer directly and collect all customer fees, sales tax amounts and franchise fees and remit the required amounts to the City within the required timeframe.

Section 11.
Annual Customer Rate Adjustment

1. CPI Adjustment: Following the second year of the agreement and each year thereafter, the City shall automatically adjust the base rate for all Customers. The rate of adjustment (hereinafter "CPI Adjustment") shall equal 75% of the Consumer Price Index-All Urban Consumers from the previous calendar year as published by the United States Department of Labor, Bureau of Statistics. The CPI Adjustment shall be calculated before any Fuel Adjustment calculation or other rate adjustment calculation.
2. Fuel Adjustment: Following the second year of the agreement and each year thereafter, the City shall also automatically adjust the base rate for all Customers based on changes in diesel fuel prices on January 1st of the current year and in accordance with the Fuel Schedule, attached and incorporated as Exhibit C. The rate of fuel adjustment (hereinafter "Fuel Adjustment") shall be as determined by reference to the Energy Information Administration of the US Department of Energy's ("EIA/DOE") Weekly Retail on Highway Diesel Prices for the Gulf Coast and Exhibit C. The City shall round the fuel adjustment rate to the nearest cent. The EIA/DOE currently publishes diesel fuel prices on their website.

Section 12.
Franchise Fees and Remuneration

1. For Residential and Light Commercial Units: The City shall bill Residential and Light Commercial Units directly. The City shall pay CONTRACTOR on a monthly basis; such remittance to be received by the CONTRACTOR by the 15th of the month following the month service was rendered. The parties agree that the remittance shall be based on the number of Residential and Light Commercial Units billed by the City for the month of service that was rendered. The City shall use the billing reports ending on the last day of the preceding month in order to determine the total number of Residential Units.
2. For Commercial Units: CONTRACTOR shall bill Commercial Unit Customers directly. CONTRACTOR shall remit to the City a monthly franchise fee of ten percent (10%) within twenty-five (25) days of previous service month. The franchise fee will be calculated based on the gross Commercial revenues (excluding sales tax and the franchise fee itself) generated in the City from all Commercial Units. The franchise fee is subject to adjustment by the City during the term of this Agreement. In addition, CONTRACTOR shall supply a report showing the gross revenues collected and used for calculating the franchise fee. Report shall also include a listing of dumpsters, roll off containers, and any other collections by size, frequency, company name, location address and any other pertinent information.

Section 13.
Safety

CONTRACTOR shall perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with Occupational Safety and Health Administration (OSHA) and other laws, as they apply to its employees. CONTRACTOR shall be responsible for instructing its employees concerning safe working habits and shall be responsible for compliance with all OSHA regulations.

**Section 14.
Insurance**

CONTRACTOR shall comply with every condition contained herein. CONTRACTOR shall provide and maintain the minimum insurance coverage set forth below during the term of this Agreement with the City. Policy must be with an insurance company or companies with an A -rated, best -rated or better, licensed to write such insurance in the State of Texas.

1. Commercial General Liability Insurance, at minimum combined single limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent successful proposers, and contractual liability each at \$500,000 per occurrence. Coverage must be written on an occurrence form.
2. Automobile liability insurance shall be no less than \$1,000,000 combined single limit each accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.
3. Policies shall be endorsed to provide the City of Freeport a thirty-(30) day notice of cancellation, material change in coverage, or non-renewal of coverage. Applicable policies shall also be endorsed to name the City of Freeport as an additional insured on General Liability and Auto.
4. Waiver of Subrogation, in favor of the City, with respect to General Liability, Auto and Workers' Compensation (or equivalent).
5. Workers' Compensation Insurance (or equivalent) at statutory limits, including employer's liability coverage at minimum limits. In addition to these, the Proposer must meet each stipulation required by the Texas Workers Compensation Commission; (Note: if you have questions concerning these requirements you should contact the TWCC at (512) 440-3789).

**Section 15.
Ownership of Waste**

Title to Solid Waste shall pass to CONTRACTOR when placed in CONTRACTOR'S collection vehicle, removed by CONTRACTOR from a Cart, Dumpster or Roll Off, or removed by CONTRACTOR from the customer's premises, whichever last occurs. CONTRACTOR shall not be required to collect or dispose of any materials or substances that may not lawfully be disposed of at a Type I or Type IV Landfill permitted by the Texas Commission on Environmental Quality. Title to and liability for Excluded Waste shall not pass to CONTRACTOR.

**Section 16.
Spillage**

It is understood and agreed that CONTRACTOR shall not be required to clean up, collect or dispose of any loose or spilled Solid Waste not caused by CONTRACTOR rendering of the Services, or be required to collect and dispose of any excess Solid Waste or Green Waste placed outside of the Containers by any Customers. CONTRACTOR may report the location of such conditions to the City so that the City can issue proper notice to the Customer instructing the Customer or occupant to properly

contain such Solid Waste and/or Green Waste. Should excess Solid Waste and/or Green Waste continue to be placed outside the Containers, the City may require the Customer to increase the frequency of collection of such or require Customer to utilize a Container with sufficient capacity so that the excess Solid Waste and/or Green Waste will be regularly contained. CONTRACTOR shall be compensated for these additional services and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

**Section 17.
Litter and Odor Control**

It is understood and agreed that CONTRACTOR shall clean up any litter larger than three inches (3") within a ten-foot radius of Collection Area caused by the provision of services. Collection equipment shall be maintained as to prevent odors. CONTRACTOR shall routinely clean collection equipment to maintain a standard of cleanliness.

**Section 18.
Disposal Site**

CONTRACTOR shall dispose of all Solid Waste and Green Waste collected under this Agreement at a permitted Disposal Site. The Disposal Site shall be licensed and permitted as required by all governmental bodies having jurisdiction for disposing of solid waste.

**Section 19.
Personnel**

CONTRACTOR shall provide all personnel required to perform the scope of services during the term of this Agreement, including the following:

1. CONTRACTOR shall provide 24-hour representative that is authorized to make decisions and act on its behalf, accessible to the City twenty-four (24) hours a day.
2. CONTRACTOR will hire and maintain Qualified personnel to provide the scope of services, including an operation manager.
3. CONTRACTOR will hire personnel who normally or regularly come into direct contact with the public. CONTRACTOR shall ensure such personnel bear some means of individual identification, such as uniform with name badges, name tags, or identification cards.
4. CONTRACTOR shall ensure all appropriate personnel have a valid commercial driver's license.
5. CONTRACTOR shall retain any necessary temporary labor; and
6. CONTRACTOR shall require that all personnel shall serve the public in a courteous and helpful manner. The City may require that any personnel that is discourteous, belligerent, profane, or in any way intimidating toward Customers be barred from further work under this Agreement.

**Section 20.
Subcontractors**

1. CONTRACTOR shall not subcontract any task under the Agreement without the written consent of the City except for the Roll-off Services with will be provided by Waste Masters of Texas. CONTRACTOR shall submit a list of any additional potential subcontractors for advance approval of the City.
2. Subcontractors shall be considered employees of CONTRACTOR under the terms of this Agreement. CONTRACTOR shall properly supervise and instruct subcontractor to assure that the subcontractor complies with all requirements of this Agreement in performing any work hereunder.

**Section 21.
Recordkeeping and Reporting**

CONTRACTOR shall be responsible for maintaining and submitting electronic monthly and annual reports to the City. Monthly reports shall be submitted to the City no later than thirty (30) days following the end of the reporting period. All records shall be available to City at reasonable times and places throughout the Agreement and for a period of five (5) years after last or final payment. Reports will have information specified below and be in electronic format:

1. Document solid waste and bulky waste tonnage delivered to disposal facility.
2. Document commercial collection activity by container size and frequency of pick up.
3. Document complaints, requests and comments, on a daily basis, including the address, time and date for each and the reason, and resolution.
4. Such other documents and reports, as the City may reasonably require, to verify compliance with the Agreement or to meet the City's reporting requirements.
5. Other recordkeeping and reporting requirements as agreed upon by City and CONTRACTOR; and
6. Detailed commercial billings, collections and franchise fees assessed in Excel format.

**Section 22.
Complaints**

1. CONTRACTOR shall manage customer complaints, including incoming phone calls, and emails addressing concerns, and resolving issues.
2. All Customer complaints about services shall be made and routed directly to CONTRACTOR and shall be given prompt and courteous attention.
3. CONTRACTOR shall resolve all complaints within twenty-four (24) hours of receipt of such complaint and report monthly to City.
4. In the case of alleged missed collections, CONTRACTOR shall make every effort to collect the material on the same day; but it must be collected within one business day after the complaint is received.
4. Any complaint from a Customer that is not resolved to Customer's satisfaction may be managed by the City. CM shall contact CONTRACTOR to review the complaint. CONTRACTOR shall have five (5) business days from the date CM contacted them to review the complaint to

demonstrate that the complaint was resolved consistent with the performance standards outlined in this Agreement. If CONTRACTOR cannot demonstrate that it met the performance standards outlined in this Agreement within the five (5) business day period, then the complaint shall be considered by the City to be unresolved, and the City shall have the authority to assess liquidated damages on CONTRACTOR. CONTRACTOR may appeal any liquidated damages assessment to the City Manager in writing within five (5) business days of the date of the decision of the CM. The City Manager's decision shall be final.

Section 23 Termination

1. Termination by the City: The City may terminate the Agreement in the event of default by CONTRACTOR and failure by CONTRACTOR to cure such default after receiving notice thereof, as provided in this subsection. Default by the CONTRACTOR shall occur if CONTRACTOR fails to observe or perform all of its duties under this Agreement. Should such a default occur, the City may deliver a written notice to CONTRACTOR describing such default and the proposed date of termination. Such date may not be sooner than sixty (60) days following receipt of the notice. The City, at its sole option, may extend the proposed date of termination to a later date. If, thirty (30) days prior to the proposed date of termination, CONTRACTOR cures such default to the satisfaction of the City, the proposed termination shall be ineffective. If CONTRACTOR fails to cure such default to the satisfaction of the City prior to the proposed date of termination, this Agreement is deemed terminated on such date.
 - a. The following, by way of example but not limitation, may be considered grounds for cancellation, in whole or part:
 - Failure of CONTRACTOR to perform or observe any of the obligations, agreement, and conditions required to be performed or observed.
 - Failure of the CONTRACTOR to commence work operations within the time specified in the Agreement.
 - Failure of the CONTRACTOR to provide and maintain sufficient labor and equipment to properly execute working operations.
 - Evidence that the CONTRACTOR has abandoned the work.
 - Evidence that the CONTRACTOR has become insolvent, bankrupt, or otherwise financially unable to carry out the work satisfactorily.
 - Failure on the part of the CONTRACTOR to comply with the terms of the Agreement or any requirements given by the City provided for in this document; or
 - Indication that the CONTRACTOR has made an unauthorized assignment of the Contract or any funds due there from for the benefit of any creditor or for any other purpose.
 - b. Upon the effective date of termination as contained in the notice, CONTRACTOR shall, unless the notice directs otherwise, immediately discontinue all service in connection with this Agreement.

- c. Within thirty (30) days after the date of termination, CONTRACTOR shall submit a statement to the City showing in detail the services performed under this Agreement to the date of termination. The City agrees to compensate CONTRACTOR for that portion of the prescribed charges for which the services were actually performed under this Agreement and not previously paid.
- d. In addition to, or in lieu of, the termination procedure set forth above, the City may take any or all of the following actions in the event of a default by CONTRACTOR:
- The City determines and notifies CONTRACTOR such default poses an immediate threat to the health or safety of any person or to any property interest, and if CONTRACTOR has not cured such default within twenty-four (24) hours after receipt of such notice, the City shall have the right to perform or cause to be performed all or part of the work necessary to cure such default. In the event that the City performs such work, or caused it to be performed, CONTRACTOR shall compensate the City for cost thereof. The City shall have the right to deduct any such compensation due to the City from any sums otherwise due and owing CONTRACTOR.
 - The City may withhold all or part of any sums which would otherwise be due to CONTRACTOR, but which relate to such default, either until such time as such default is cured or if such default cannot be cured, forever.
 - In the event that CONTRACTOR shall fail to perform any of the material provisions of this CONTRACT, the City shall promptly notify the CONTRACTOR of its noncompliance, stating with particularity the facts relating thereto and the period of time CONTRACTOR has to comply. Thereafter, if the event or condition is not corrected or otherwise made to comply with the terms of this Agreement within the period of time specified by this section 25 (1), the same shall constitute an act of noncompliance; or
 - The City may seek reasonable damages and/or attorneys' fees (if damages have been incurred) for breach of agreement and apply the cash bond proceeds to said claims.
2. Termination by CONTRACTOR: CONTRACTOR may terminate its performance under this Agreement only in the event of default by the City and a failure by the City to cure such default after receiving notice thereof. Default by the City shall occur if the City fails to observe any of its material duties under this Agreement. Should such a default occur, CONTRACTOR may deliver a written notice to the City describing such default, specifying the provisions of the Agreement under which CONTRACTOR considers the City to be in default, giving sufficient details of the alleged breach to enable the City to cure and the proposed date of termination. Such date may not be sooner than sixty (60) days following receipt of the notice. CONTRACTOR, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination, the City cures such default, then the proposed termination shall be ineffective. If the City fails to cure such default prior to the proposed date of termination, CONTRACTOR may terminate its performance under this Agreement as of such date.

**Section 24.
Sales Tax**

CONTRACTOR agrees to provide the City with adequate assurance that all sales taxes collected in Freeport by CONTRACTOR will be deposited with the State.

Section 25.
Liquidated Damages, Licenses, Permits

1. **Liquidated Damages:** In the event CONTRACTOR breaches its obligations under this agreement, the City and CONTRACTOR agree that the damages that the City will incur are and will be impractical and extremely difficult (if not impossible) to establish. In a reasonable effort to ascertain the City's damages, the City and CONTRACTOR have agreed that the damages listed in the schedule below are a reasonable forecast of just compensation for the damages the City will incur and are not penalties. CONTRACTOR shall have the right to appeal an assessment of liquidated damages to the City Manager. CONTRACTOR shall notify the City Manager of an appeal within ten (10) business days of receipt of the liquidated damage assessment.

Omission/Incident	Amount of Liquidated Damages
Commencement of collection prior to 7:00 a.m. except as expressly permitted herein	\$50 per incident (each truck on each route is one incident)
Failure to clean-up and collect Contractor caused spillage	\$50 each incident to a maximum of \$500 per truck per day for Cart or Container
Failure to complete a City residential block. An incomplete block is where more than five houses within the same block for either trash or bulk are not collected and not reported to the City with just cause.	\$50 per incident
Days incomplete. Days are incomplete if more than four blocks are not collected on the scheduled day and not reported to the City with just cause.	\$500 when not completed on the scheduled day; \$1500 when incomplete days are not recovered by the next calendar day
Failure to deliver or replace Garbage Carts for any reason with (5) business days of notification	\$10 per container per incident
Any collection misses, at the same address, within one year after Contractor's receipt of 2nd notice regarding no collection	\$50 per incident
Failure to submit complete and accurate monthly and annual reports by specified deadlines	\$100 each

2. **Licenses and Permits:** CONTRACTOR shall obtain and pay for all licenses, permits and certificates required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the conduct of CONTRACTOR'S operation herein.

Section 26.
Term of Agreement; Geographic Boundaries

1. The term of this Agreement shall be for a period of seven (7) years, commencing on February 1, 2022, and concluding on January 31, 2029.
2. At the expiration of the term of this Agreement, the City shall have the option to extend this Agreement for one (1) additional period of three (3) years provided that the City provides the CONTRACTOR with written notice of its intent to extend this Agreement at least 180 days prior to the expiration date of the Agreement, (January 31, 2029), by registered mail, return receipt requested, and CONTRACTOR has not provided prior written notice of its intent to terminate at least 180 days prior to expiration of the initial five year term of this Agreement (January 31, 2029).
3. If CONTRACTOR provides prior notice of termination for such purposes, or if the City fails to exercise its option to extend this Agreement for an additional three-year term, this Agreement will cease to be renewed and will terminate on January 31, 2029, unless terminated early as provided herein. The City reserves the option to renew this Agreement for up to three (3) additional three (3) year terms in accordance with the provisions of this Agreement.
4. CONTRACTOR shall have the sole and exclusive right, license, and privilege to provide the services provided for in this Agreement within the geographic boundaries of the City, as those boundaries exist on the date of this Agreement. If the City annexes additional land into its corporate limits during the term of this Agreement and the annexed land has or will require such services, CONTRACTOR shall, upon written request of the City, provide such services for the annexed land in accordance with the terms and conditions of this Agreement.
5. In no event shall any person be permitted to independently contract for the collection of any solid waste excluding waste from Industrial units and waste resulting from State or Federal declared disasters.

Section 27.
Impediments

CONTRACTOR shall only be responsible for providing Solid Waste service to Customers whose Carts, Dumpsters, or Compactors are accessible to CONTRACTOR. If there is an impediment to collection, such as house repair/construction, street repair/construction, vehicles parked in the street, utility repair/construction, CONTRACTOR shall notify the City of any such impediment including specific locations. CONTRACTOR shall be required to put forth a good-faith effort to collect all Solid Waste.

Section 28.
Silence of Specifications

The apparent silence of these specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretation of these specifications shall be made on the basis of this statement.

Section 29.
Force Majeure

The performance of this Agreement may be suspended, and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended, and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not limited to, acts of God, acts of war, accident, explosion, fire, riots, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations. In the event of a natural disaster or terrorist act, CONTRACTOR and the City shall negotiate the payment to be made to CONTRACTOR. Further, when the parties reach such agreement, the City shall grant CONTRACTOR variances in routes and schedules, as deemed necessary.

**Section 30.
Governing Law**

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Texas and the Federal courts of the United States located in the State of Texas, solely in respect of the interpretation and enforcement of the provisions of this Agreement and venue for any legal action or proceeding arising under or relating to the Agreement herein shall lie exclusively in Brazoria County, Texas. CONTRACTOR agrees that the City has not, and does not, waive any immunities or exemptions, defenses, or sovereign immunity, to which the City, its officers and employees, are entitled by law.

**Section 31.
INDEMNITY AND RELEASE**

CONTRACTOR ASSUMES ALL RISKS OF LOSS OR INJURY TO PROPERTY OR PERSONS CAUSED BY ITS WILLFUL OR NEGLIGENT ACTS OR OMISSIONS IN THE PERFORMANCE OF THE SERVICES. CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS AGENTS, DIRECTORS, EMPLOYEES, OFFICERS AND SERVANTS FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, LIABILITIES, LOSSES OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES) CAUSED BY A WILLFUL OR NEGLIGENT ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS AND EMPLOYEES. HOWEVER, CONTRACTOR SHALL NOT BE LIABLE FOR ANY LEGAL PROCEEDINGS CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES AND ATTORNEYS' FEES CAUSED BY AN EXCLUSIVELY WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE CITY, ITS AGENTS, DIRECTORS, EMPLOYEES, OFFICERS AND SERVANTS.

CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES,

RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE FIRM'S WORK TO BE PERFORMED HEREUNDER.

THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS, OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY RELEASED HEREUNDER, THE FIRM, OR ANY THIRD PARTY.

**Section 32.
Severability**

In the event any term, covenant, or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant, or condition herein contained, provided that such invalidity does not materially prejudice either CONTRACTOR or the City in their respective rights and obligations contained in the valid terms, covenants, or conditions herein.

**Section 33.
Entire Agreement**

This Agreement constitutes the entire agreement of the parties. There have been no representations made other than those contained in this Agreement.

**Section 34.
Third Parties**

Nothing contained in the Agreement shall be constructed to provide rights to third parties.

**Section 35.
Notices**

All notices and reports required to be given hereunder shall be deemed given to the parties when mailed, postage prepaid, to the parties following the respective addresses:

When to the City: City of Freeport
200 W Second St
Freeport, TX 77541
Attn: City Manager

When to the CONTRACTOR: AmeriWaste Solutions, Inc.,
P.O. Box 2074
Alvin, Texas 77512
Attn: President

**Section 36.
Exhibits**

Exhibit A – Schedule of City Facilities
Exhibit B – 2022-2023 Rate Schedule
Exhibit C – Fuel Schedule


In witness hereof, CONTRACTOR and the CITY have executed this Agreement this 6 day of December, 2021

AMERIWASTE SOLUTIONS, INC.



Janell Marin, President

CITY OF FREEPORT, TEXAS (the "City")



Brooks Bass, Mayor

Attest:



Betty Wells, City Secretary

Approved as to form:



Christopher Duncan, City Attorney

Exhibit A

City Facilities

1. Bryan Beach – (2) 20 Yard Roll Off Containers
2. Public Works – 510 S Ave A - (2) 20 Yard Roll Off Containers
3. Public Works – 510 S Ave A – (2) 20 Yard Roll Off Containers - Recycling
4. Old Police Department – Ave A & Division – (1) Roll Off Container
5. FCH – 110 Skinner – 6 Yard Dumpster
6. FMP – 421 N Brazosport Blvd – 6 Yard Dumpster
7. Velasco House – 110 Skinner – 6 Yard Dumpster
8. Riverside Park – 1200 N Ave B – 6 Yard Dumpster
9. SFA Park – 1300 Ave M – 6 Yard Dumpster
10. Police Department – 430 N Brazosport Blvd – 6 Yard Dumpster
11. Fire Station 1 – 101 E 4th St – 6 Yard Dumpster
12. City Hall – 200 W 2nd St – 6 Yard Dumpster
13. Golf Course – 830 Slaughter Rd – 6 Yard Dumpster
14. Recreation Center – 803 Mystery Ln – 6 Yard Dumpster
15. Museum – 311 E Park Ave - Polycart

Exhibit B

2022-2023 Rate Schedule

(NO SALES TAX OR FRANCHISE FEES INCLUDED)

RESIDENTIAL SOLID WASTE COLLECTION RATES (1) 65 Gallon Cart provided per Residential Unit

\$17.50	Rate per Residential Unit
\$7.10	Per Additional Cart
\$30.00	Bulk waste in excess of 5 cy monthly limit

LIGHT COMMERCIAL SOLID WASTE COLLECTION RATE

Container Size	Weekly Collection Frequency			
	2	2nd Cart	3rd Cart	4th Cart
96-gallon cart	\$32.50	\$24.37	\$16.25	\$16.25

COMMERCIAL DUMPSTER FEES

Container Size	Weekly Collection Frequency						
	1	2	3	4	5	6	7
2 CY	\$61.42	\$100.66	\$139.90	\$179.14	 	 	
4 CY	\$83.86	\$127.87	\$171.91	\$219.10	 	 	
6 CY	\$103.73	\$165.48	\$216.27	\$282.54	\$349.07	\$405.60	
8 CY	\$112.25	\$195.40	266.07	\$348.75	\$421.42	\$494.09	

City of Freeport – Roll-off Fees (inclusive of delivery, haul, and disposal)

20 Yard	\$350.00
30 Yard	\$450.00
40 Yard	\$550.00

Exhibit B

2022-2023 Rate Schedule

(continued)

ROLL-OFF CONTAINER FEES

Roll-Off Size	Haul Rate (does not include disposal)
20 CY	\$365.00
30 CY	\$390.00
40 CY	\$440.00

COMPACTOR CONTAINER FEES

Size	Haul Rate (does not include disposal)
20 CY	\$435.00
30 CY	\$485.00
35 CY	\$535.00
40 CY	\$585.00
42 CY	\$635.00

MISCELLANEOUS FEES

Roll-off delivery -- one-time charge	\$100.00	per delivery
Roll-off Rental Fee	\$100.00	per month
Roll-off Rental Fee	\$3.00	per day
Dry Run Fee	\$175.00	
Tire Disposal Fee	\$15.00	per tire
Disposal Rate Type I Landfill per ton	\$38.00	per ton
Disposal Rate Type IV Landfill per CY	\$17.50	per cubic yard

Exhibit C

Fuel Schedule

Fuel Fee Structure				
Adjustment Period				
Once/Quarter (1st day of Qtr)				
	Feb/May/Aug/Nov		com/CY	ind/haul
		every \$0.25 decrease thereafter additional		
			(\$0.10)	(\$2.00)
	\$0.42	\$0.66	(\$0.50)	(\$14.00)
	\$0.67	\$0.91	(\$0.40)	(\$12.00)
	\$0.92	\$1.16	(\$0.30)	(\$10.00)
	\$1.12	\$1.41	(\$0.20)	(\$8.00)
	\$1.42	\$2.41	(\$0.10)	(\$6.00)
base price (6-5-17 EIA)	\$2.42	\$3.41	\$0.00	\$0.00
	\$3.42	\$3.66	\$0.10	\$6.00
	\$3.67	\$3.91	\$0.20	\$8.00
	\$3.92	\$4.16	\$0.30	\$10.00
	\$4.17	\$4.41	\$0.40	\$12.00
	\$4.42	\$4.66	\$0.50	\$14.00
		every \$0.25 increase thereafter additional		
			\$0.10	\$2.00



City Council Agenda Items # 13

Title: Consideration and possible action approving proposed Resolution of appointment for the open position on the Senior Citizen Board

Date: January 24, 2022

From: Tim Kelty, City Manager

Staff Recommendation:

Staff recommends selection of individual and the approval of the proposed resolution to appoint qualified individual to serve on the above listed Board and or Commission.

Item Summary:

Term has not expired for the Board Member Mary Talbert, "she said it is time for her to retire". At the time of this memo the city has received an application from Dolores Knox to serve the remainder of this term, until May 31, 2022.

This is an active volunteer board in the city, and filling the vacancy is important to allow for full and representative discussion of important issues.

Background Information: None

Special Consideration: None

Financial Impact: None

Supporting Documentation: Resolutions, and application received for Board.

RESOLUTION NO. 2022-2737

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

WHEREAS, Senior Citizen Board Member, MARY TALBERT has voluntarily resigned her position on the Board prior to completion of her appointed term; and

WHEREAS, the City Council of the City desires to appoint, the below named qualified person to fill the above position and complete the term as a member of said committee.

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

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints the following named qualified person to the Senior Citizen Board of the City for the remaining portion of a term of two (2) years which expires on May 31 2022 and until a successor for such person shall have been appointed and qualified, to-wit.

DOLORES KNOX

SECTION TWO (2): DUTIES

The above-named appointee shall perform all of the duties imposed on members of the Senior Citizen Board of the City by law and the ordinances and resolutions of the City.

SECTION THREE (3): OATH OF OFFICE

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

READ, PASSED AND ADOPTED this ____ day of _____, 2022.

Brooks Bass, Mayor
City of Freeport, Texas

ATTEST:

Betty Wells, City Secretary
City of Freeport, Texas

AGREED AS TO FORM:

Christopher Duncan, City Attorney
City of Freeport, Texas



Community Development

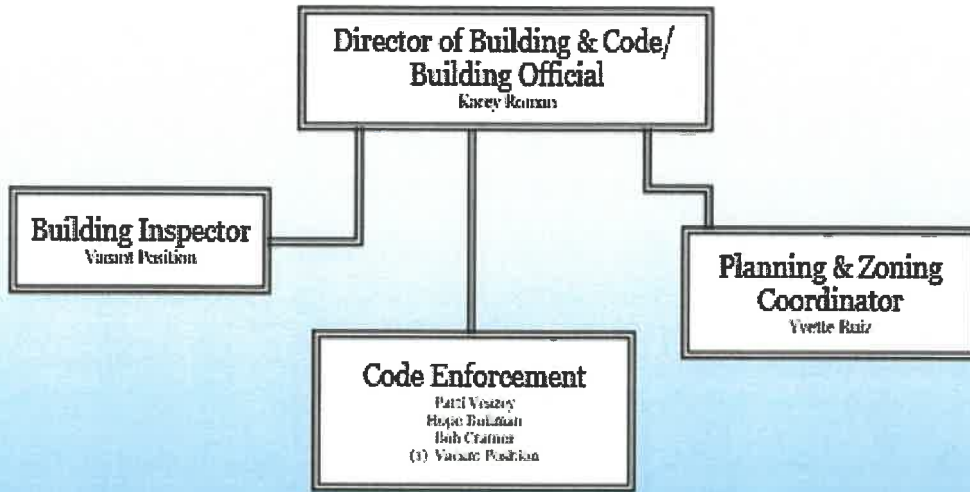
Community Development



The Community Development Department is responsible for working with the citizens of Freeport and its development community, Boards and Commissions, and the elected officials while managing current and long-range planning, permitting and inspections, code enforcement and other activities in support of the City of Freeport. Our goal is to make our City a Healthy, Safe and Prosperous place to work and live.

Building Permits & Inspections
Health Permits & Inspections
Code Enforcement
Planning & Zoning
Board of Adjustments

Building & Code



★ Favorites · 5 minutes ago · 4

TEHA would like to welcome our new 2021-2022 President-Elect of the Texas Environmental Health Association State Governing Council, Kacey Roman.



Employee Spotlight

Kacey Roman is the Director of Building & Code and comes to Freeport with 24 years of Municipal Service. Kacey holds a diverse number of licenses, and has experience in all areas of Building, Health and Code Enforcement.

Kacey is the current President-Elect of the Texas Environmental Health Association State Governing Council and served as the Interim Executive Director. She is a Continuing Education Instructor for TEHA and CEAT, the Code Enforcement Association of Texas.

Kacey has been married for 27 years and has a blended family of 6 sons and 8 grandchildren. Kacey is grateful to be a part of an amazing team at the City of Freeport!

Licenses, Education & Certifications:

- Texas State Board of Plumbing Examiners Licensed Plumbing Inspector
- International Code Council Residential Plumbing Inspector
- International Code Council Commercial Plumbing Inspector
- Texas Department of State Health Services Registered Code Enforcement Officer
- Texas Engineering Extension Service Civil, I & II Code Enforcement Certifications
- National Registry of Food Safety Professionals Certified Food Manager
- National Swimming Pool Foundation Certified Pool/Spa Operator
- National Incident Management System (NIMS) Certifications
- Texas Engineering Extension Service Backflow Prevention Assembly Tester
- Code Enforcement Assoc of Texas Dangerous Structures Determination Instructor
- Code Enforcement Association of Texas Swimming Pool Inspection Instructor
- Texas Environmental Health Association Swimming Pool Inspection Instructor
- Texas Environmental Health Association Environmental Inspections Course Instructor
- Associate of Arts Degree from South College (Information Technology)

- Residential & Commercial Building, Electrical, Mechanical and Plumbing Inspections
- Environmental Health Inspections
- Code Enforcement Investigations
- City Ordinance Implementation and Revision
- Swimming Pool Inspections
- Storm Water/Wastewater Inspections
- Child Care Inspections
- Apartment & Rental Unit Inspections
- Dangerous Structures Determination & Enforcement
- Residential and Commercial Plan Review & Approval
- Permit & License Approval & Issuance
- NavLine/Sungard Software Administrator
- Hydrex Computer Software Administrator
- Web Site Design and Implementation

Health Department Proactive Educational Training

The Health Department has instituted a new proactive Training Program for all Food Establishments. We are teaching businesses what requirements need to be met, and violations that will be addressed in the future. This will allow time to correct issues prior to their regular inspections.



December 2021 29 Training Visits

The Jimador 214 S Ave B
Sweet T's- 230 W 2nd
Dollar Tree #17896305 S Brazosport Blvd
Church's- 1001 Brazosport Blvd
Brazosport High school-1800 W 2nd
General Wok 1721 N Brazosport Blvd
Ar's Cafe- 616 Gulf Blvd
Baytown Seafood 12002 N Gulf Blvd
Arian's 301 N Brazosport Blvd
Bridge B&B 1011 Casco
Bucee's #6- 1002 N Brazosport Blvd
CVS# 6767 1853 W 2nd
Dollar General 1224 N Brazosport Blvd
Family Dollar 307 S Brazosport Blvd
Jack In The Box 2101 N Brazosport Blvd
Little Caesar's 1823 N Brazosport Blvd
McDonald's 923 N Brazosport Blvd
Memorial Child Care 1911 Victoria
Pier 30- 1601E Hwy 332
Red Top Restaurant 327 S Brazosport Blvd
Rudy Roos Seafood Restaurant
Sam's Mart 1219 N Brazosport Blvd
Shipley Donuts 806 N Brazosport Blvd
Sonic Drive-In- 1605 N Brazosport Blvd
Subway Restaurant 702 N Brazosport Blvd
Zayra Elotera Tacos 1515 N Ave J
Taqueria Daisy 723 N Brazosport Blvd
Falcon Express 1607 E Hwy 332

Dangerous Structures– December 2021

The City of Freeport is dedicated to improving the Health and Safety of our City through Dangerous Structure Determination and Abatement.

Board of Adjustments 30 Day Demo Order– Nov 9, 2021
615 W. 5th St



Dangerous Structures– December 2021

922 W. 4th St

Declared a Dangerous Structure. Ordered to Demolish within 60 days.

Cherry Demolition Scheduled to Demolish next week.



Code Enforcement Progress – December 2021

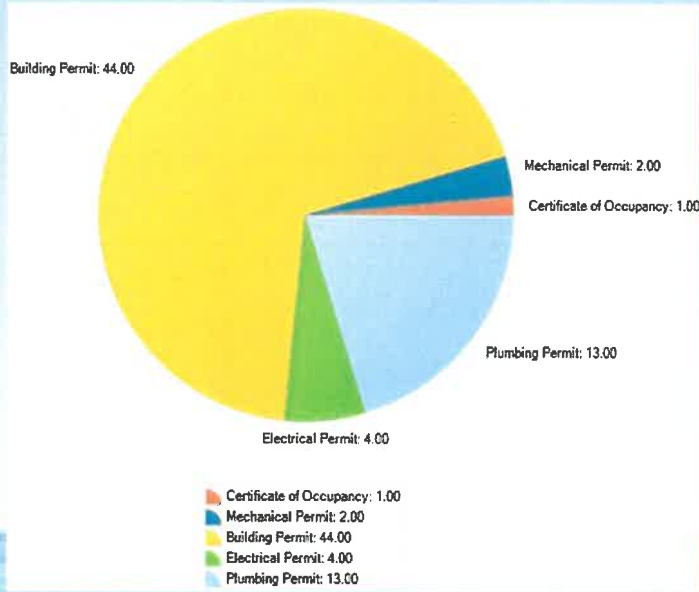
The City of Freeport is dedicated to improving the Health and Safety of our City not just through demolition, but by working with our citizens to restore their homes to their former glory.



1715-1717 W. 7th



Building Permits Issued December 2021



Building Permit Activity – December 2021

BUILDING PERMITS

Create Date	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	
12/9/2021	800 W 2ND ST (UTILITY)	MARIA SANCHEZ	PROPOSES TO RUN NEW AERIAL STRAND 304' RISER DOWN AND UP A TOTAL OF 40' AND DIRECTIONAL BORE A TOTAL OF 367' TO INSTALL COAX CABLE WITH IN THE CITY OF FREEPORT ROW	Building	\$929.67
12/9/2021	231 S FRONT ST (PLUMBING)	LUYCX PLUMBING	NEW HOUSE CONSTRUCTION 2487 SQ FT.	Building	\$20,000.00
12/9/2021	1715 N AVE R (roof)	BULLDOG CONSTRUCTION	ENTIRE RE-ROOF	Building	\$8,000.00
12/9/2021	3405 E HIGHWAY 332 (PAINT BOOTH)	COREE CORBIN	INSTALLING 1 PAINT BOOTH AND DUCT THROUGH ROOF	Building	\$25,000.00
12/10/2021	503 W 7TH ST (WINDOWS)	MARY & ELIVID PERALTA	REPLACE 12 WINDOWS	Building	\$5,000.00
12/10/2021	221 W 8TH ST (metal roof)	JC METAL ROOFING INC	REMOVE SHINGLE ROOF AND REPLACE WITH 26 GAUGE GALVALUME METAL ROOF	Building	\$29,300.00
12/10/2021	1420 N AVE Q (driveway)	LEBLANC CONCRETE	POUR 77 X 8 DRIVEWAY	Building	\$2,100.00
12/14/2021	1118 W 4TH ST (ROOF)	Tom Duchaney	reroof of 1600 sq footage		
12/14/2021	12 N AVE B (ROOF)	GUERRA SERVICES	ENTIRE RE-ROOF	Building	\$4,000.00

12/14/2021	606 W 1ST ST (DRIVEWAY)	GABRIEL CEBALLOS	FLAT WORK DRIVEWAY	Building	\$5,000.00
12/14/2021	1619 N AVE G (FENCE)	SUPERIOR FENCE	INSTALL 165 LFT OF 4' BLACK CHAIN LINK FENCE WITH ONE 10' DOUBLE GATE	Building	\$4,545.00
12/14/2021	403 S FRONT ST (LIFT STA FENCE)	SUPERIOR FENCE	EXTEND 6' X 1' GALVANIZED COMM. CHAIN LINK FENCE AT CITY LIFT STATION	Building	\$2,800.00
12/15/2021	905 N AVE D (ROOF)	GALAXY ROOFING	ENTIRE RE-ROOF	Building	\$3,500.00
12/16/2021	110 FRONT ST (ELECTRICAL)	PATRICK'S GROUP	REWIRE - NEW 200 AMP SERVICE	Electrical	\$2,500.00
12/17/2021	1224 W BROAD ST (GARAGE SALE)	DIANA SALINAS	GARAGE SALE 12-17-2021 12-18-2021	Building	
12/20/2021	1823 N AVE Q (ROOF)	BOLANOS ROOFING	ENTIRE RE-ROOF	Building	\$0.00
12/20/2021	82 DOLPHIN (ROOF)	AMSTILL STILLEY ROOFING	ENTIRE RE-ROOF	Building	\$28,792.93
12/20/2021	1214 W BROAD ST (DRIVEWAY)	ROBERT HOBBS	INSTALL FRONT DRIVEWAY	Building	
12/20/2021	1603 W 7TH ST (FOUNDATION)	ACCURATE FOUNDATION	FOUNDATION REPAIR PER ENGINEER CHANDRA F WOMACK# 105994	Building	\$10,000.00
12/20/2021	101 W 4TH ST (DEMO)	JOHN FULLER	DEMOLISH AND REMOVE STEELBARN ON PROPERTY REMOVE ALL DEBRIS FROM PROPERTY	Building	\$9,257.58
12/20/2021	2024 N AVE H (generator)	QUALITY GENERATORS	INSATALL A 14W GENERAC GEMAETOR * MUST BE 18" AWAY FROM FENCE PER MANUFACTOR'S	Building Electrical Plumbing	\$13,700.00
12/20/2021	2004 N AVE G (REMODEL ADDITION)	DERRICK PATRICK	NEW GARAGE AND BEDROOM ADDITION ROOF AND REMODELOLD HOUSE	Building	\$60,000.00
12/20/2021	731 W BROAD ST (ROOF)	JOSE OCHOA ROOFING	ENTIRE RE-ROOF	Building	\$6,500.00
12/23/2021	524 S AVE F (DRIVEWAY)	JOEL HERNANDEZ	EXTEND DRIVEWAY 11' X30' OVER CULVERT	Building	\$3,400.00
12/28/2021	730 W 4th St.	J&C Plumbing Co. / Amber Jones	Gas test	Building	\$607.50

Certificate of Occupancy

	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
12/10/2021	1424 N AVE O	PRISMA EXPRESS LLC	NEW HOUSE CONSTRUCTION CONSISTING OF 3 BEDROOMS, 2BATHS, LIVINGROOM, KITCHEN/DINNING AND A TWO CAR GARAGE.		

Electrical Permit

12/10/2021	1618 N AVE J	PREFERRED ELECTRIC	ELECTRICAL RENOVATIONS	\$110,000.00
12/10/2021	721 PORT RD	TURNKEY ELE	RECONNECT POWER DAMAGED DURING HURICANE	\$3,500.00
12/14/2021	1614 W 9TH ST	WEST END ELECTRICAL LTD	ALL NEW ELECTRICAL 2180 SQ FY.	\$13,000.00

12/3/2021
80810002000
1107
GULFVIEW
COULOMB
ELECTRIC
TEMP POLE
\$500.00

Mechanical Permit

Create Date	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
-------------	-----------	------------------	----------------------	--------------------------	-------------

12/2/2021
303B S
BRAZOSPORT
SELECT
MECHANICAL
INSTALL
DUCT AND
UNITS
\$22,800.00
BLVD
SERVICES
INC
FOR HVAC

12/7/2021	1618 N AVE J	MESA MECHANICAL	INSTALL HVAC SYSTEM		\$53,764.00
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Plumbing Permit

12/8/2021	922 W 11TH ST	LAMONT PL	GAS TEST		
12/9/2021	1015 W 7TH ST	LUYCX PLUMBING	GAS TEST		
12/9/2021	706 W 11TH ST	JLR PLUMBING CO	NEW HOME CONSTRUCTION 1665 SQFT.		\$6,000.00
12/14/2021	1104 W 5th St	CLEMENTS PLUMBING	GAS TEST		\$300.00

Plumbing Permit

Create Date	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
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12/14/2021	1200 N AVE H	APES CONSTRUCTION LLC	ALL PLUMBING WORK FOR TOTAL REMODEL		\$15,750.00
12/16/2021	722 W 9TH ST	JLR PLUMBING CO	NEW HOUSE TWO BATH WITH 3 GAS OPENINGS 1400 SQ FT.		\$6,000.00
12/16/2021	131 E 4TH ST	CLEMENTS PLUMBING	ADD GAS LINE FOR DRYER		\$2,000.00
12/16/2021	110 FRONT ST	TOP ONE PLUMBING	REPIPE FOR REMODEL		
12/16/2021	1626 W 6TH ST	BRAZOS PLUMBING	GAS TEST 12/17/2021		\$350.00
12/17/2021	1440 MARLIN LN	BRAZOSPORT PLUMBING	INSTALL BACKFLOW FOR NEW WARE LINE TIE INTO CITY METER		\$1,995.00
12/20/2021	430 W 4TH ST	LUYCX PLUMBING	GAS TEST		

Code Enforcement Case Activity – December 2021

Create Date	Created By	Status	Address 1	Current Task	Summary if Violation
12/1/2021	Patti Veazey	In Progress	1743 Lynn LN	Reinspection	Overgrown vac property
12/1/2021	Patti Veazey	In Progress	706 W 10TH ST	Reinspection	Left a door hanger can't park in yard
12/2/2021	Patti Veazey	Closed	615 W 2ND ST		automotive shops that need to be up to the new code adopted. will update this with pictures and a list of violations.
12/2/2021	Patti Veazey	Closed	601 W 6TH ST		this is a auto repair shop. will be inspecting this every week to see if they are getting in compliance. will update every week.
12/2/2021	Patti Veazey	New	315 W 2ND ST	Reinspection	open a case on automotive to repair shop to update weekly. He has to work on fence and has to many cars only has 2 bays. Nava Auto Repair
12/2/2021	Patti Veazey	In Progress	514 SLAUGHTER RD		Tree branches all over Dow properties
12/3/2021	Patti Veazey	Closed	202 W BROAD ST		Overgrown
12/3/2021	Patti Veazey	Closed	209327 W Broad		Building next to 120 Broad og
12/3/2021	Hope Bullman	Closed	2008 N AVE H		New parking in front yard, no house number
12/6/2021	Patti Veazey	Closed	209997 w 2nd		Mr. Schaffer called he is cutting this prioperty
12/6/2021	Patti Veazey	In Progress	626 W 6TH ST	Reinspection	Parking in yard left a door hanger
12/6/2021	Hope Bullman	In Progress	1905 N Ave Q	Action Information	Exterior siding rotted / damaged, repair and paint
12/7/2021	Patti Veazey	New	123 E 5TH ST	Reinspection	Starting dangerous structure
12/7/2021	Patti Veazey	New	118 E 6TH ST	Reinspection	Starting dangerous structure
12/8/2021	Patti Veazey	New	10 FRONT ST	Reinspection	House needs work
12/8/2021	Patti Veazey	In Progress	507-511 S Ave G	Reinspection	Starting dangerous structure on this duplex
12/8/2021	Patti Veazey	In Progress	423 S AVE H	Reinspection	Starting dangerous structure on this
12/8/2021	Patti Veazey	In Progress	903 W 6TH ST	Reinspection	Acc structure needs work house needs some paint
12/8/2021	Hope Bullman	Closed	1820 N AVE G		Recieved a complaint from Kenny, Digging up alleyway and not closing in the hole. Meet with owner of Brazosport plumbing, he stated he was waiting for inspection of plumbng before they could cover opening up. Will check back on Friday to make sure it is filled in.

12/9/2021	Patti Veazey	In Progress	12 S AVE A	Reinspection	automotive repair Jimmy Souz is the owner. 5 cars present need to remove debris
12/9/2021	Patti Veazey	In Progress	224 S Ave A	Reinspection	Auto repair
12/9/2021	Patti Veazey	In Progress	411 S AVE B	Reinspection	Auto repair shop need attention on his fence has 4 bays 23 cars present
12/9/2021	Patti Veazey	In Progress	624 S AVE C	Reinspection	Auto repair 3 bays and one is a double bay. Owns lot beside his repair shop and wants to put a fence up there and behind his building.
12/9/2021	Patti Veazey	In Progress	223 N GULF BLVD	Reinspection	Auto detail shop owner was gone there are 4 bays we'd to talk to Rudy . 25 cars a boat and trailer
12/9/2021	Patti Veazey	In Progress	1006 N AVE C	Reinspection	Auto repair has 4 bays can have 12 cars also has fence up in the back
12/9/2021	Patti Veazey	In Progress	1010 N Ave C	Reinspection	Auto repair has 5 bays parking cars on street and employees park at subway
12/9/2021	Patti Veazey	In Progress	1202 Skinner	Reinspection	Auto repair junk dealer 3 bays
12/9/2021	Patti Veazey	In Progress	2 S AVE A	Action Information	This is a machine shop auto repair lots of debris to clean up they have 2 bays
12/9/2021	Patti Veazey	In Progress	2002 VICTORIA ST		Auto repair owner is Ramon Vigii 979-388-5409
12/9/2021	Patti Veazey	In Progress	204 W BROAD ST	Reinspection	Debris piled behind building
12/9/2021	Patti Veazey	Closed	202 W BROAD ST		Og
12/10/2021	Patti Veazey	In Progress	423 S AVE D	Reinspection	auto repair shop Victor Manuel Guevara
12/10/2021	Patti Veazey	New	406 Velasco and Gulf Blvd	Reinspection	auto repair owned by D&F tir shop/Rosales Julio Cesar
12/10/2021	Patti Veazey	Closed	402 VELASCO BLVD		affordable detail & tire shop maybe a car repair shop. In compliance has 3 bays
12/10/2021	Patti Veazey	In Progress	720 N GULF BLVD	Reinspection	action cut rate liquor is a car repair shop
12/10/2021	Patti Veazey	Closed	713 N GULF BLVD		muffler auto repair shop 4bays 12 cars ther 233-3123
12/10/2021	Patti Veazey	In Progress	923 N GULF BLVD	Reinspection	N Gulf & Quintana Street By Goerge Auto Repair has 4 bays and lift
12/10/2021	Patti Veazey	Closed	1102 GULFVIEW		Bridge Harbor Jeff Garrison mobile mechanic. He is in compliance

12/10/2021	Patti Veazey	Closed	905 N BRAZOSPORT BLVD		Old Western building. Bergen's auto repair is closed down
12/10/2021	Patti Veazey	Closed	1805 YELLOWSTONE		Machotire & mechanical auto repair
12/10/2021	Patti Veazey	In Progress	1027 W 12TH ST	Reinspection	Og left door hanger
12/10/2021	Patti Veazey	In Progress	209477 W 2nd	Reinspection	Demo acc structure dangerous structure
12/13/2021	Patti Veazey	In Progress	1104 N AVE C	Reinspection	auto repair shop with 4 bays
12/14/2021	Hope Bullman	Closed	1515 W 2ND ST		Complaint, someone put tires in their dumpster. Garbage pickup would not dump due to tires in dumpster. Cindy Hodge stated they removed tires and asked if we could pick them up. Stopping by today 12/14/2021
12/14/2021	Patti Veazey	In Progress	204 W PARK AVE	Reinspection	Cut grass in back of the building
12/14/2021	Patti Veazey	In Progress	420 W 4TH ST	Reinspection	Og vac house
12/14/2021	Patti Veazey	In Progress	426 W 4TH ST	Reinspection	Og
12/15/2021	Patti Veazey	In Progress	606 W 7TH ST	Reinspection	Overgrown send letter and remove debris
12/16/2021	Patti Veazey	In Progress	610 W 6TH ST	Reinspection	Left a notice to cut the grass
12/17/2021	Patti Veazey	In Progress	1626 W 6TH ST	Generate and Send Violation Notice	Needed a gas test, loaded pictures in document of the house because they wanted gas on and we couldn't find a gauge on the house. Called occupant back and told her we were trying to get a hold of the plumber to see why he didn't put a gauge on the house. Hope and Patti both went out there and dangerous dog was running af large
12/28/2021	Hope Bullman	New	1821 N AVE J	Initial Inspection	Metal roof damaged from Hurricane Nicholas, inoperable vehicle, wood fence leaning in inop. vehicle. litter and debris.
12/30/2021	Hope Bullman	New	815 W 7TH ST		Neighbor called water department on 12/29/2021 about raw sewage flowing onto his property,
12/7/2021	Hope Bullman	Approved	23198 Loop 494		
12/20/2021	Hope Bullman	In Progress	1721 N Brazosport Blvd		
12/20/2021	Hope Bullman	In Progress	916 N GULF BLVD	Initial Inspection	
12/20/2021	Hope Bullman	Applied	723 N Brazosport Blvd	Action Information	
12/20/2021	Hope Bullman	Applied	806 N BRAZOSPORT BLVD		

12/22/2021 Hope Bullman Approved 75 OAK ST
12/28/2021 Hope Bullman Applied 1800 W 2nd

Community Development

Thank you for your support!





CITY OF FREEPORT
FREEPORT FIRE & EMS DEPARTMENT

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

Christopher Motley
Chief / EMC

Mike Praslicka
Deputy Chief
EMS Coordinator

Micheal Dumas
Deputy Chief
Fire Marshal

To: Mr. Kelty, City Manager

From: Christopher D. Motley, Fire Chief

Date: January 24, 2022

Re: December 2021

Response alarms: Fire - 4
EMS - 171
Total - 175

Significant Events:

Air Ambulance transport: 2
Request mutual aid into the city to cover EMS response: 2 FIRE 0
Mutual aid given to other cities to cover EMS response: 2 FIRE 0
Two EMS units working calls at the same time: 22
Three working EMS alarms: 2
Four working EMS alarms: 2
Five working EMS alarms: 0
Transport rate: 48%

Equipment/Infrastructure: Fire Station #1: A/C Trane unit out of service. Circuit board replaced. Unit out of service: Fan motor.

Audit: Texas Department of Insurance audit: Under review. No update.
Texas Commission on Fire Protection continue education audit.

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.

Hurricane Nicolas Declaration is in recovery phase. Temporary Debris Management Site for Hurricane Nicholas for vegetative burning is completed. Status of the TDMS is in the process of demobilizing the site by return the property to normal condition and disposing of the ash to the Sea Breeze landfill.

Monitoring weather activity affecting the Freeport community. This month Freeport has experienced several severe thunderstorms and gale force winds as cold fronts have moved across Texas.

Updated the City of Freeport Hazard Mitigation Plan under Brazoria County Office of Emergency Management.

Visit us online at www.freeport.tx.us
facebook.com/FreeportFire
fire@freeport.tx.us



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Deputy Chief
EMS Coordinator

Micheal Dumas
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Fire Marshal

Actively participated in the Waste Water Treatment Plant Emergency Response Plan.

Mitigation Grants:

FEMA: Assistance to Firefighter Grants application, preparing data and documentation for grant writer. This program is addressing training tuition, backfill overtime cost, and wildland response vehicle.

Personnel:

Texas EMS Conference: Fire Chief Christopher D. Motley, Deputy Fire Chief Micheal Dumas, and Lt. Jessica Dyson.
Texas Fire Marshal Conference: Fire Chief Christopher D. Motley, Deputy Chief Micheal Dumas

:

Staffing:

Fire Fighter Vacancy: Two (Full-time)
Fire Fighter Vacancy: Six (Part-time)
EMS Vacancy: Five (Part-time). One position filled and orientation completed.

The hiring process for the department has been impacted significantly with Covid-19 hinder students to attend fire and EMS training and administrating their exams for state licensing. The current employee market is greater than applicants including base salary, certification pay, and assignment pay, shift schedules and department increasing staff due to community growth.

Department operations application process remains open regardless of department staffing level. An applicant can schedule a cognitive test at any time. Then be eligible for the physical agility.

Injuries:

No report

Public Relations:

Blue Santa Parade
Memorial Child Care Gingerbread House Day
Sweet T's Pancakes with Santa
Holiday on the Brazos



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

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Deputy Chief
EMS Coordinator

Micheal Dumas
Deputy Chief
Fire Marshal

Office of the Fire Marshal

December 2021 Monthly Report.

Fire/Safety Inspections:

Address	Inspection Type	Pass/Fail
231 West 2nd	Occupancy Inspection	Fail Did not meet Code
1324 Brazosport Blvd.	Certificate of Occupancy	Pass
1309 Brazosport Blvd	Walk-Thru with owner	N/A
1110 W 2 nd	Dangerous Structure	Deemed Dangerous
1118 W 2 nd	Dangerous Structure	Deemed Dangerous
424 S Ave D	Dangerous Structure	Deemed Dangerous
Total Inspections: 6		

Plans Review:

Name or Address	Type of Plan	COMMENTS Y/N
Total Plans Reviewed: 0		

Fire Investigations:

Address	Type of Fire	Disposition
307 Sailfish Ln.	Illegal Burn	Explained to owner that he could not burn at the location
Total: Investigations: 1		



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

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Christopher Motley
Chief / EMC

Mike Praslicka
Deputy Chief
EMS Coordinator

Micheal Dumas
Deputy Chief
Fire Marshal

Fire Safety Consultation:

Whom	In Reference to:
Texas Rivers Distilling Don Miller & Jason Wierzbicki	Pre-Development Meeting
Don Miller	Fire Code Requirements
Don Miller	Fire Protection Requirements- Sprinkler
Summit Fire	Fire Alarm Requirements
Total: 4	

Incident Response:

Location	Type of Incident	Disposition
Total Calls: 0		

Public Education Events:

Location	Name of Event	Appx # people
Total: 0 COVID-19		

Stop Work Order's/ NOV's/ Fire Marshal's Orders:

Address	Description	Disposition
Total: 0		



CITY OF FREEPORT
FREEPORT FIRE & EMS DEPARTMENT

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

Christopher Motley
Chief / EMC

Mike Praslicka
Deputy Chief
EMS Coordinator

Micheal Dumas
Deputy Chief
Fire Marshal

Training:

Course Name	Hours

Miscellaneous:

- Meeting W/ Building Official to discussed new and current projects, and discussed future plans and ideas to make a good working relationships with Fire Building Code and Public.
- Site Visit at the High School for BrazCon event.

Monthly Golf Course Report December

2021

For the month of December our total revenue was \$62,544 which was \$16,144 over our monthly goal. This was our highest revenue for a January on record. This will also be the 17th month in a row we have beaten our revenue goal. A big factor for December was above average temps with slightly below average rainfall, and our greens being in great condition. Overall our first quarter we ended at \$25,178 over our revenue goal.

Our membership for Dec was at 172 players which is slightly over last December and our round total was 2430 for the month.

As we move into our winter months we have seen an increase with spring tournament bookings as well as three different local schools booking their winter school tournaments.

Areas of concern still seem to be rising costs from vendors and shortages of merchandise being delivered. Vendors are saying the shortages should improve in the spring but if not will definitely hurt merchandise projections.

Thank you

Brian

Revenue for the fiscal years	
October	2005-2006 \$ 47,009.00
November	2006-2007 \$ 38,020.00
December	2007-2008 \$ 44,541.00
January	2008-2009 \$ 42,949.00
February	2009-2010 \$ 40,175.00
March	2010-2011 \$ 50,996.00
April	2011-12 \$ 41,662.00
May	2012-13 \$ 40,670.00
June	2013-14 \$ 34,325.00
July	2014-15 \$ 35,953.00
August	2015-16 \$ 33,172.00
September	2016-17 \$ 40,639.00
Total	2017-18 \$ 27,027.00
	2018-19 \$ 34,039.00
	2019-20 \$ 42,407.50
	2020-2021 \$ 62,202.91
	2021-2022 \$ 51,147.84
	\$ 541,451.22
	\$ 62,544.32
	\$ 56,586.76
	\$ 56,586.76
	\$ 48,990.47
	\$ 23,365.55
	\$ 56,651.51
	\$ 49,933.00
	\$ 20,856.00
	\$ 30,342.00
	\$ 30,229.00
	\$ 26,749.00
	\$ 37,454.31
	\$ 56,303.83
	\$ 13,723.75
	\$ 82,079.00
	\$ 62,730.00
	\$ 28,942.99
	\$ 57,692.00
	\$ 57,692.00
	\$ 53,075.00
	\$ 58,322.00
	\$ 50,746.13
	\$ 69,071.00
	\$ 52,448.00
	\$ 37,656.00
	\$ 8,162.00
	\$ 36,186.00
	\$ 43,387.00
	\$ 44,700.00
	\$ 50,293.00
	\$ 50,465.00
	\$ 61,151.00
	\$ 52,427.00
	\$ 40,405.00
	\$ 62,141.00
	\$ 58,329.00
	\$ 59,674.00
	\$ 65,535.00
	\$ 46,093.00
	\$ 57,655.00
	\$ 57,937.00
	\$ 46,802.00
	\$ 53,866.00
	\$ 56,296.00
	\$ 48,699.00
	\$ 48,913.00
	\$ 26,082.00
	\$ 43,387.00
	\$ 43,277.00
	\$ 46,545.00
	\$ 25,984.00
	\$ 21,813.00
	\$ 26,082.00
	\$ 2,160.00
	\$ 23,868.00
	\$ 58,221.00
	\$ 15,674.00
	\$ 38,567.00
	\$ 58,155.52
	\$ 57,091.00
	\$ 45,708.61
	\$ 57,086.23
	\$ 523,369.18
	\$ 585,100.00
	\$ 480,324.00
	\$ 434,860.00
	\$ 339,379.00
	\$ 392,155.00
	\$ 481,682.00
	\$ 525,006.00
	\$ 546,766.00
	\$ 557,456.00
	\$ 485,557.00
	\$ 617,861.00
	\$ 514,128.00
	\$ 469,478.00
	\$ 477,492.00

Memberships

Month	FY2020-2021	FY2021-2022
OCT	175	179
NOV	166	171
DEC	170	172
JAN	170	
FEB	168	
MAR	184	
APR	187	
MAY	181	
JUN	197	
JUL	198	
AUG	198	
SEP	197	

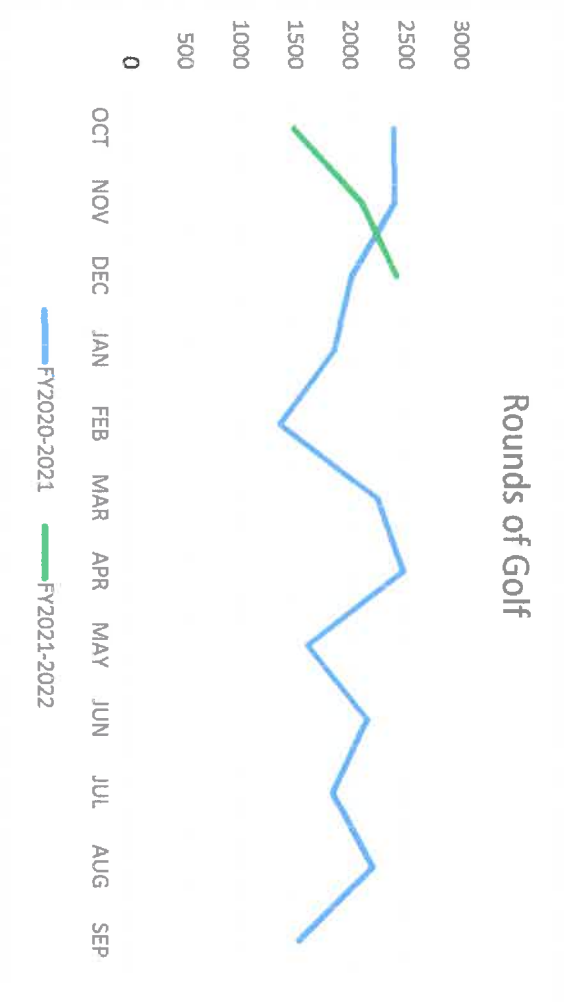


Rounds of Golf

Month	FY2020-2021	FY2021-2022
OCT	2396	1489
NOV	2407	2109
DEC	2022	2430
JAN	1860	
FEB	1364	
MAR	2252	
APR	2483	
MAY	1616	
JUN	2160	
JUL	1848	
AUG	2205	
SEP	1534	

24147

6028



City of Freeport
Monthly Summary Report
December 2021

FREEPORT HISTORICAL MUSEUM & VISITOR CENTER

Exhibits

Museum staff reached out to the local community to participate in our January event, *Remember in Freeport, TX When...*

The Facts covered and promoted the upcoming January event in an article published on December 24th.

The Freeport Police Department was able to utilize the temporary exhibit hall again this year for the Blue Santa Store in December. Additionally, they were able to set up an area for restock items in the old college space.

Staff Updates

Gaylord Archival notified Museum staff that one of the three new display cases had a flaw. To replace it, shipping would be delayed to early January.

Museum staff helped with the city's holiday events, Historic Downtown Holiday Market and Holiday on The Brazos.

Six new bilingual interpretive panels were designed for the front half of the museum regarding Fort Velasco, The Texas Revolution, The American Civil War, and Shipwrecks at the Mouth of The Brazos.

Special Events

The Freeport Historical Commission & Main Street Advisory Board hosted the Historic Downtown Holiday Market on December 5th. Choir and instrumental performances by local schools and churches brought a great crowd of shoppers for the vendor market, and the Elvis impersonator entertained the masses throughout the day. A huge thanks to the Freeport Economic Development Corporation for their generous sponsorship that assisted with marketing and entertainment expenses.



The Historical Board is also planning for a downtown Mardi Gras event to be held on Saturday, February 26th. Festivities are expected to include a parade, gumbo cook off, live entertainment and family friendly activities.

FREEPORT
MARDI GRAS
SATURDAY 26TH FEBRUARY 2022

10AM PARADE
LIVE MUSIC
FAMILY FUN ACTIVITIES

FREEPORT MEMORIAL PARK
CRUIZ@FREEPORT.TX.US | 979-233-0066

CHICKEN & SAUSAGE
GUMBO COOK-OFF
TEAM REGISTRATION \$50
REGISTER BEFORE FEBRUARY 14TH
WRIST BAND \$10 ALL YOU CAN SAMPLE!

FLOAT PARADE

APPLICATIONS AVAILABLE AT
DOWNTOWN HISTORICAL MUSEUM FOR
COOKOFF & FLOAT PARADE ENTRY

For more info: 979-233-0066
historicalmuseum@freeport.tx.us
@freeportmuseum

Statistical Data

ADMISSIONS	December 2021	November 2021	YTD 2021
<i>Adult</i>	1	11	N/A
<i>Child</i>	0	2	N/A
<i>Senior Citizen</i>	12	1	N/A
<i>Military</i>	1	1	N/A
TOTAL ADMISSION	14	15	N/A

REVENUES	December 2021	November 2021	October 2021	YTD 2021
<i>Admission fees</i>	\$44.00	\$115.00	\$79.00	
<i>Gift Shop</i>	\$21.00	\$55.00	\$0.00	
<i>Vendor/Booth</i>		\$375.00	\$375.00	
<i>Donations</i>	\$0.00	\$0.00	\$0.00	
TOTAL REVENUE	\$65.00	\$545.00	\$454.00	

Freeport Historical Commission & Main Street Advisory Board

There was no Board meeting held in the month of December. Freeport will officially be re-certified as a Texas Main Street Program in January 2022.



Human Resources Monthly Report

Date: January 5, 2022

HR TEAM: Cathy Ezell, Donna Fisher and Mary Garcia

HR Services Team Priorities and Results for December 2021:

- **Welcomes and Well-wishes:**
 - **We are excited to welcome:**
 - **Carey Thomas – Maintenance Technician - Streets**
- **Training/Coaching/Performance Improvement:**
 - **Performance Issues Addressed:** We had one (1) employee termination for performance this month.
- **Employee Turnover/Recruiting/Hiring Progress:**
 - **Employee Turnover:** We had six (6) employee separations in December. One separation from the Fire department, one from the Streets department, and four from the Recreation Center.
 - **Internal Transfers:** Crystal Ruiz moved to the Recreation Center from the Museum.
 - **Recruiting:** Active recruiting searches include:
 - Part-time EMT
 - Recreation Attendant
 - Economic Development Director
 - Information Technology Manager
 - Part-time Range Attendant
 - Firefighter/EMT – Full and Part Time
 - Building Inspector
 - Code Enforcement Officer
 - Recreation Supervisor
 - **Recruiting Sources** include: City website, The Facts Online, Texas Municipal League, Strategic Government Resources, Workforce Solutions, Industry-specific organizations, Community College programs for maintenance and Police, and networking.
- **Risk Management and Insurance Updates:**
 - **Unemployment Claims:** We had no (0) unemployment appeals during the month of December. We have won ten (10) unemployment appeal cases this calendar year (Jan.- December). The City's account will not be charged for these unemployment claims.
 - **Workers Compensation Claims:** We had one (2) active Workers Comp. claims in December, in Public Works.
 - **Family & Medical Leave Cases (FMLA)-** We had four (4) active FMLA cases in December.

- **Property/Liability/Accident Claims-** We had one (1) new liability claim in December for property damage to a citizen's automobile; the claim was denied because the facts of loss would not qualify for a waiver of immunity.
- **Record Retention:** Mary Garcia has completed purging old HR files in an effort to reduce exposure from storing sensitive data, and to save storage space. Moving previous year record to storage will occur in January.
- **Asset Management Updates:** Cathy has completed the move of asset information into the new asset management system utilizing Incode 10 software.

Priorities for December through February:

- **Training/Development** – TML will be in Freeport in February to conduct Safe Police Vehicle Operations training. Three employees will attend the TMLIRP Tony Koriath Supervisor Academy in Lake Jackson in February.

Property/Information Technology/Geographic Information Systems

Monthly Report

December 2021

Property:

- Lien Calculations/Payoff Preparations/Releases – Collected: \$ 9,850.60

Information Technology:

- Update website
- Setup of new users on network, email and Incode
- Update social media
- Attended 4 Boards/Commissions meetings for setup and broadcast
- Replaced Comcast modem and Sophos firewall due to equipment failure

GIS:

- Update ownership data
- Departmental Map Requests
- 200' Replat maps with ownership
- 911 Address Range Verifications
- New Address Assignments
- Departmental Data Information Requests

Projects:

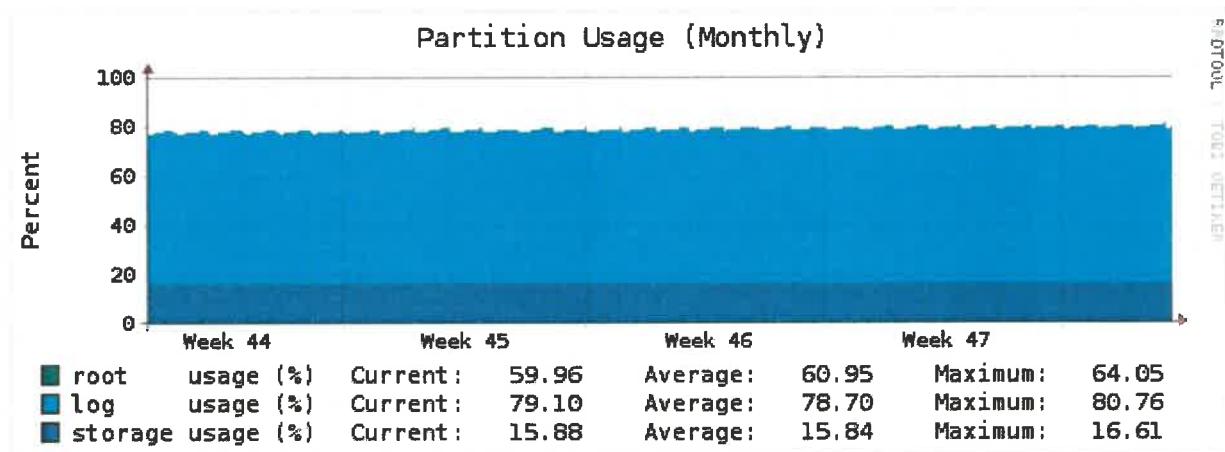
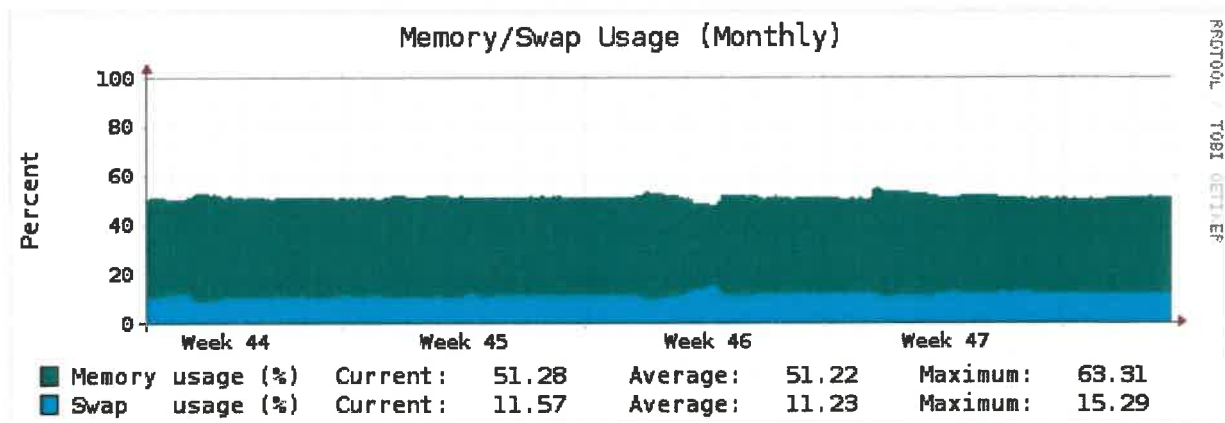
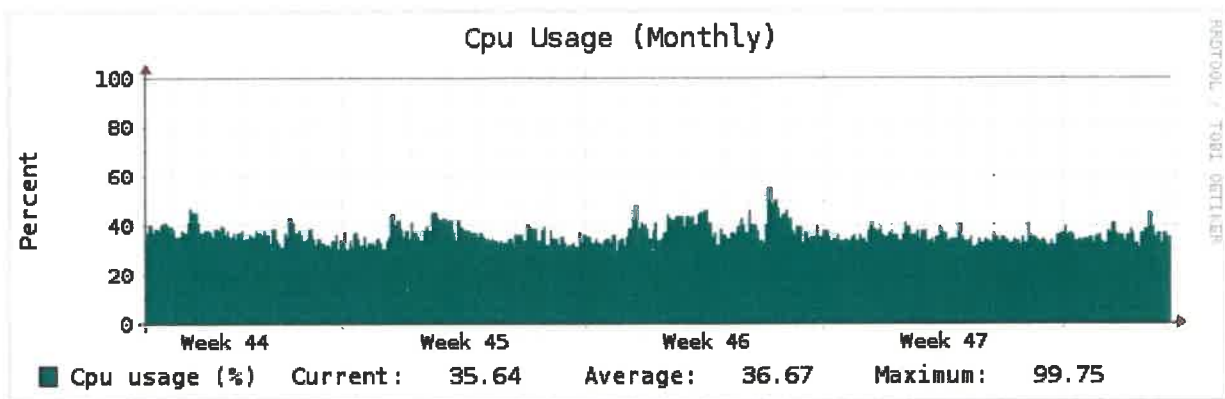
- Incode Upgrade 60%
 - Utility Billing – Starting Process of conversion
 - Executime – HR Software
- Water/Sewer Map Updates: 18%
 - Sending Weekly Maps to Veolia
- Zoning Map 100%
 - Council Approval
- Surplus Auction 90%
 - Creating upcoming auction on website – 1/24/22
- Marlin Avenue (Bridge Harbor) 5%
 - Renumbering of Addresses for 911 purposes



Date 2021/11/30
Type monthly

Device	
Organization	City of Freeport
Country	US
City	Freeport
Serial	S1601E381D8D72F
License ID	1187719
Hostname	cof-fw01.freeporttx.local
Firmware Version	9.707-5
Uptime	63 days 8 hours 19 minutes

Summary			
Network Usage			
Traffic processed	1.9 TB	WebAdmin Logins	
Connections Handled	19 363 719	Successful	6
Network Protection			
Packets blocked by Firewall	981 106	Failed	1
Packets blocked by IPS	0	Console Logins	
Web Filtering			
Total Website Requests	5311314	Successful	0
URLs blocked	122	Failed	0
HTTP/S viruses blocked	0	Up2Date	
HTTP/S malware blocked	0	Requests successful	2879
Mail Filtering			
Mails processed	1 776	Requests failed	7
Spam Mails blocked	0	Firmware updates installed	0
Virus Mails blocked	0	Pattern updates installed	526
VPN			
VPN connections	2	System	
VPN traffic	not accounted	System Restarts	0
		Uplink fail-overs	0
		HA/Cluster failovers	0



Network Usage

TOP10 Clients

Total Packets: 2 226 946 549

Total Traffic: 2.0 TB

	IP	Hostname	Packets	Traffic	%
us	50.192.77.170	WAN (Address)	566 863 061	512.2 GB	24.87
lan	10.10.10.14	CF-HC3 04	534 053 012	408.2 GB	19.82
lan	10.10.10.12	CF-HC3 02	223 760 031	219.2 GB	10.64
lan	10.10.10.7	CF-FS01	73 012 115	210.4 GB	10.22
lan	10.10.10.11	CoF-HC3-Node1	172 384 028	175.2 GB	8.51
lan	10.10.10.13	CF-HC3 03	126 090 470	119.7 GB	5.81
lan	10.20.100.11	10.20.100.11	23 975 866	38.8 GB	1.88
lan	10.20.100.10	EG-APP	16 949 177	32.6 GB	1.58
lan	192.168.5.177	192.168.5.177	26 970 682	24.0 GB	1.17
lan	10.10.10.153	10.10.10.153	26 698 626	22.8 GB	1.11

TOP10 Servers

Total Packets: 2 226 949 274

Total Traffic: 2.0 TB

	IP	Hostname	Packets	Traffic	%
us	52.239.158.74	52.239.158.74	254 746 492	424.4 GB	20.61
lan	10.254.254.22	PCC-HC3-Node2	400 284 562	360.8 GB	17.52
lan	10.254.254.23	PCC-HC3-Node3	357 633 123	311.5 GB	15.12
lan	10.254.254.21	PCC-HC3-Node1	297 176 272	249.9 GB	12.13
lan	10.10.10.7	CF-FS01	21 555 450	59.7 GB	2.90
us	206.127.6.94	PCC-DF	48 232 413	41.8 GB	2.03
us	8.18.58.143	8.18.58.143	14 440 771	13.3 GB	0.64
us	209.197.3.8	vip0x008.map2.ssl.hwcdn.net	10 615 904	13.1 GB	0.64
us	208.78.169.131	208.78.169.131	12 070 363	11.6 GB	0.56
us	50.201.114.146	50-201-114-146-static.hfc.comcastbusiness.net	10 751 721	11.2 GB	0.55

TOP10 Services

Total Packets: 2 226 931 381

Total Traffic: 2.0 TB

Service Name	Protocol	Service Port	Packets	Traffic	%
10022	TCP	10022	1 058 419 277	922.8 GB	44.81
HTTPS	TCP	443	747 668 321	815.0 GB	39.58
HTTP	TCP	80	148 527 604	146.2 GB	7.10
MICROSOFT-DS	TCP	445	21 989 535	59.8 GB	2.90
ESP	ESP	0	85 867 006	51.1 GB	2.48
HTTPS	UDP	443	36 842 707	33.9 GB	1.64
9354	TCP	9354	10 621 856	8.2 GB	0.40
FONT-SERVICE	UDP	7100	26 953 897	5.0 GB	0.24
7102	UDP	7102	12 190 106	2.3 GB	0.11
PLETHORA	UDP	3480	6 957 038	2.1 GB	0.10

TOP10 Applications

Total Packets: 2 226 936 427

Total Traffic: 2.0 TB

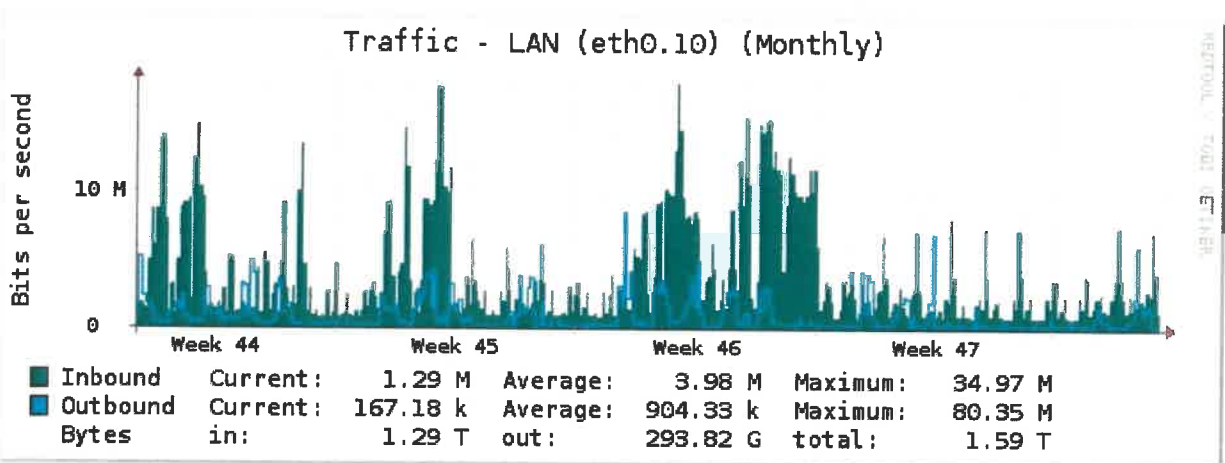
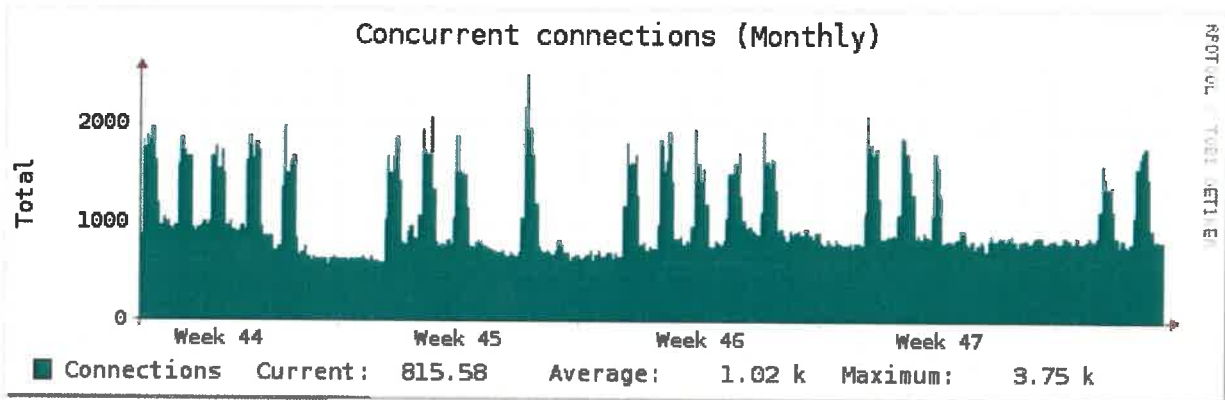
Application	Packets	Traffic	%
Unclassified	1 322 676 751	1.1 TB	53.97
HTTP	801 179 771	883.2 GB	42.89
IPsec	85 867 040	51.1 GB	2.48
Sophos UTM Up2Date	11 700 934	12.8 GB	0.62
DNS	5 150 583	589.1 MB	0.03
Sophos UTM Manager	101 999	72.5 MB	0.00
Sophos Portal	122 110	61.4 MB	0.00
DHCP	98 112	32.1 MB	0.00
Sophos Webadmin	23 224	30.9 MB	0.00
OpenVPN	13 597	2.8 MB	0.00

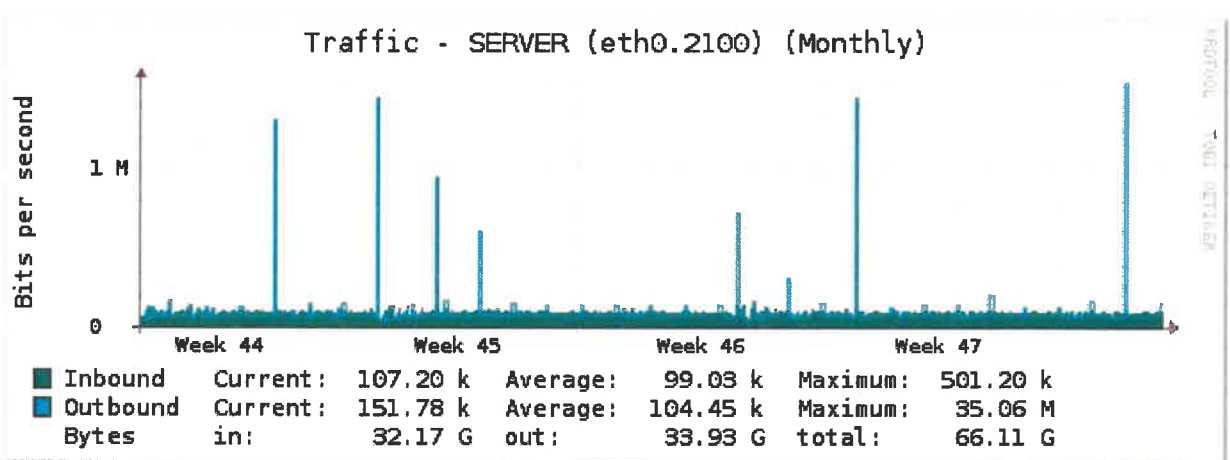
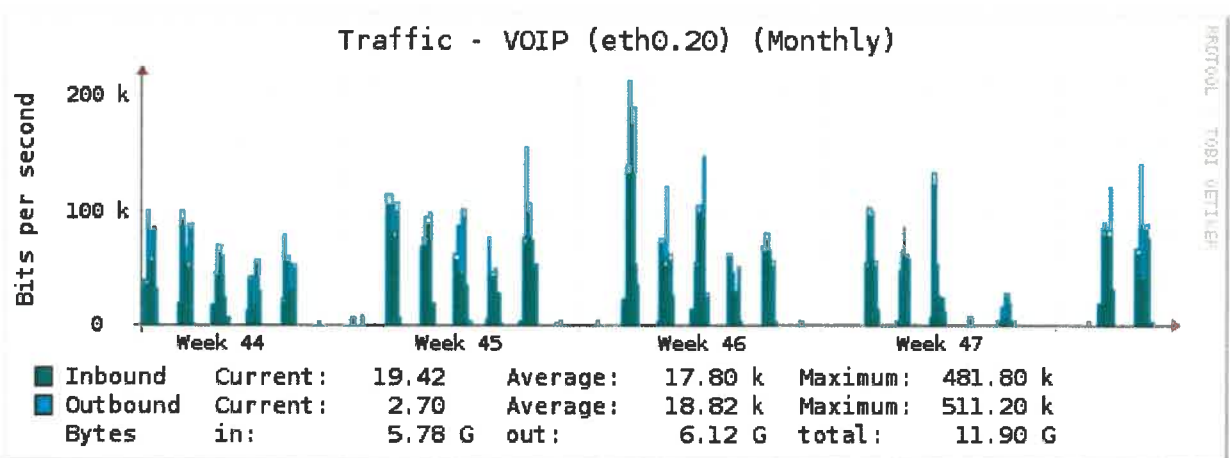
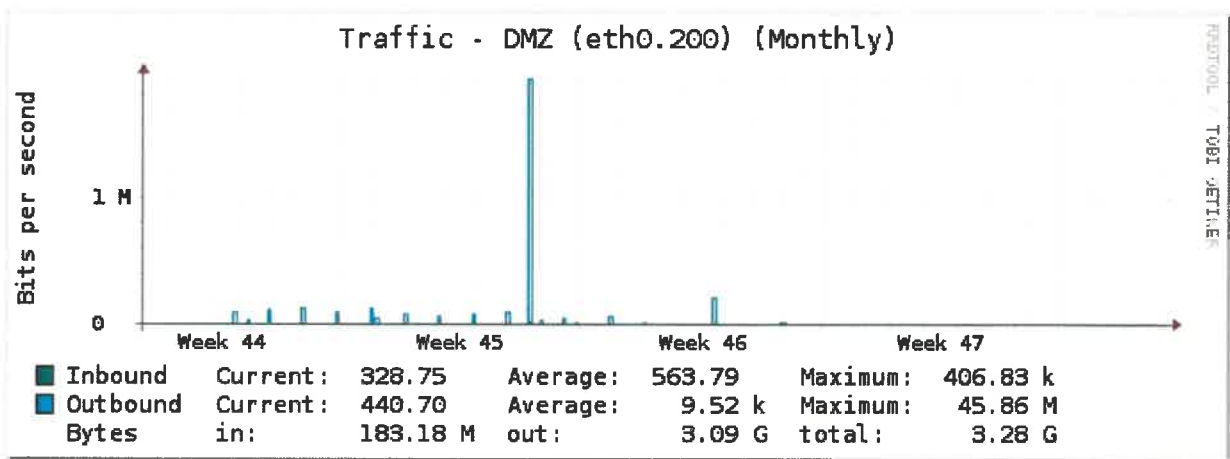
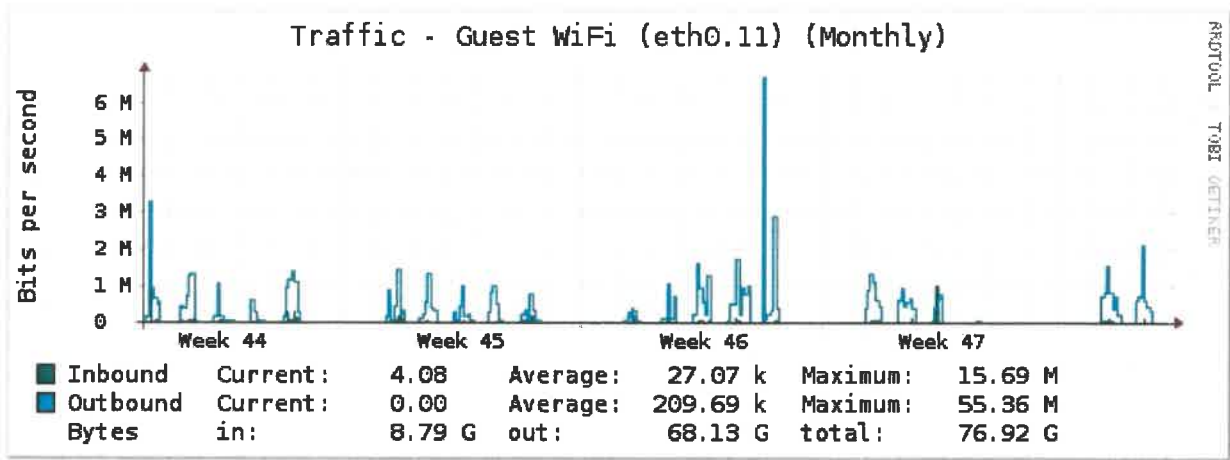
TOP10 Application Categories

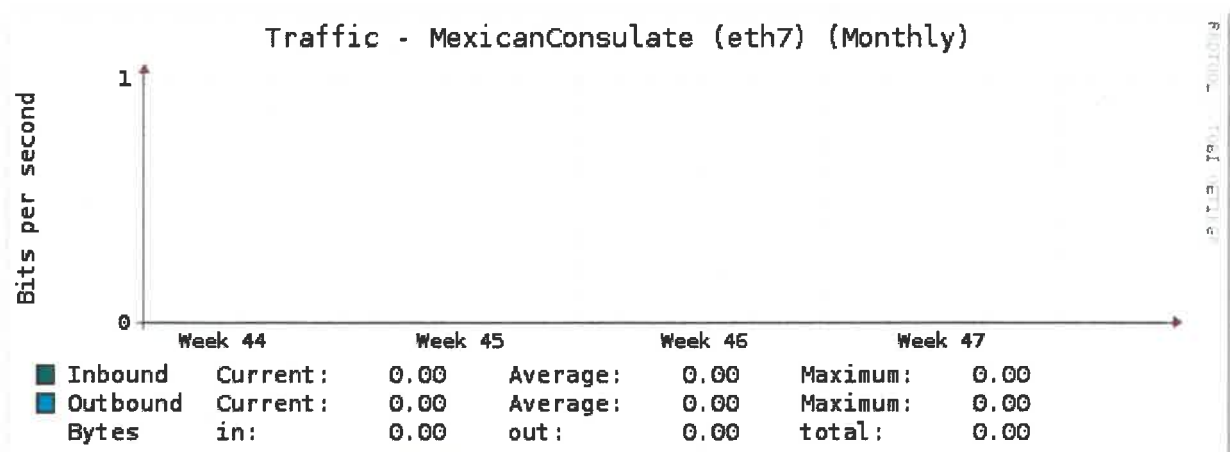
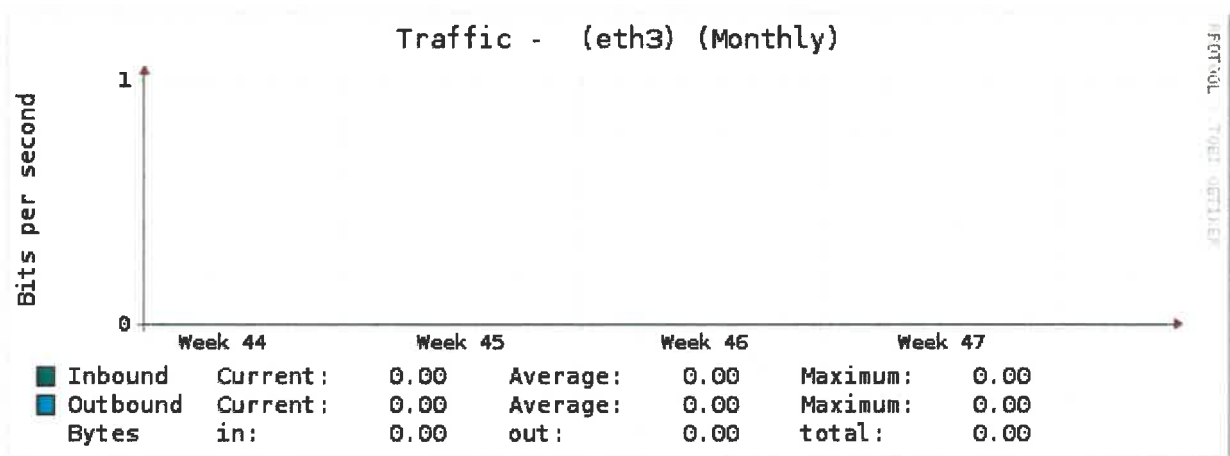
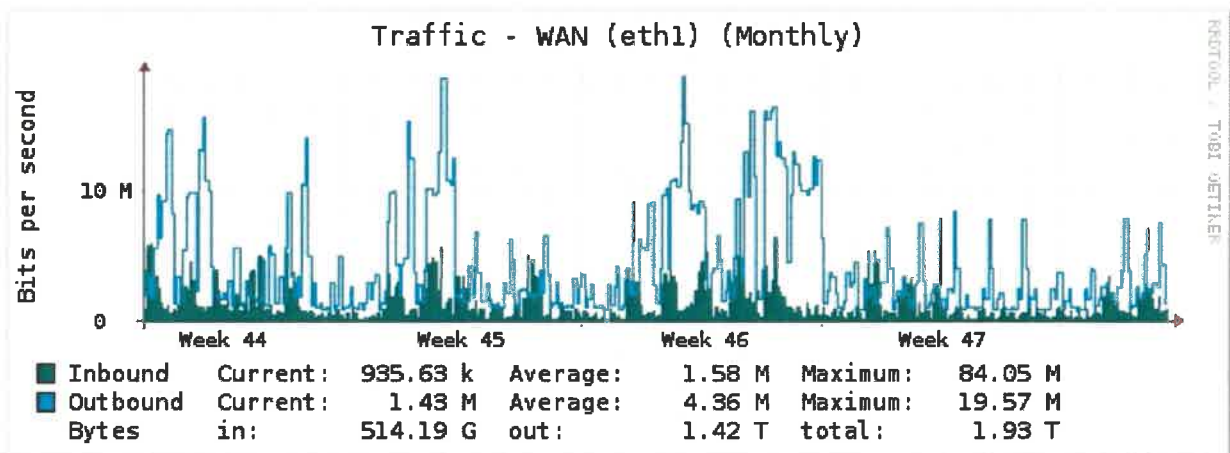
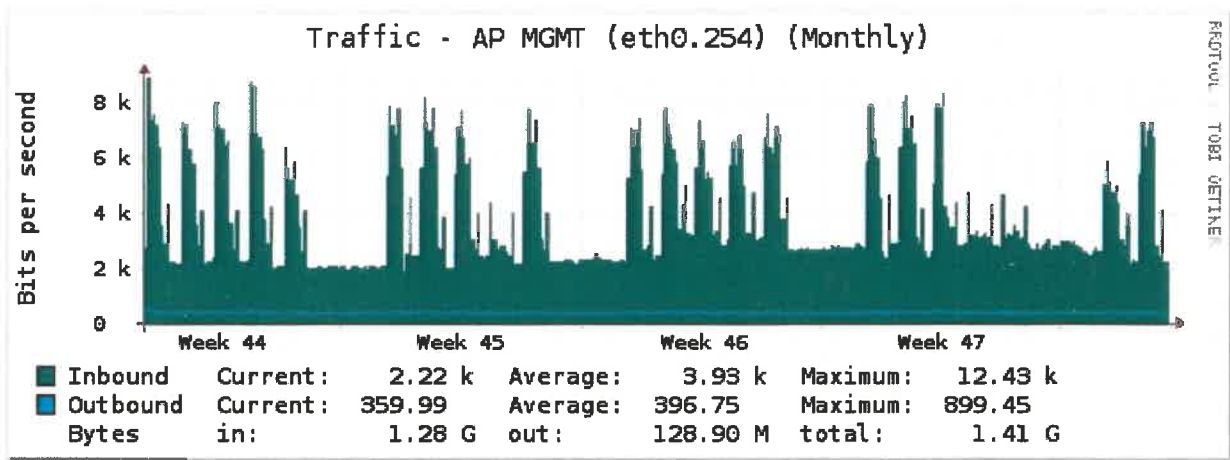
Total Packets: 2 226 942 146

Total Traffic: 2.0 TB

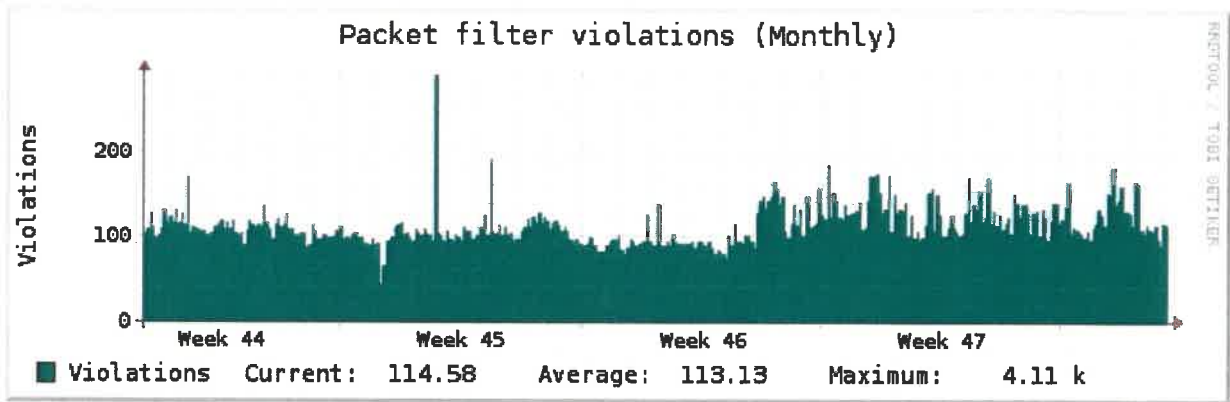
Application Category	Packets	Traffic	%
Unclassified	1 322 680 045	1.1 TB	53.97
Web Services	801 181 090	883.2 GB	42.89
VPN and Tunneling	85 880 637	51.1 GB	2.48
Networking	17 197 008	13.5 GB	0.66







Packet Filter / Firewall



TOP10 dropped source hosts

Total dropped packets: 981 106

	Source IP	Hostname	Packets	%
gb	89.248.165.109	recyber.net	56 433	5.75
us	50.192.77.174	50-192-77-174-static.hfc.comcastbusiness.net	25 828	2.63
gb	89.248.165.248	recyber.net	25 076	2.56
ru	94.232.45.4	94.232.45.4	22 245	2.27
gb	89.248.165.122	recyber.net	13 572	1.38
ru	45.143.203.59	45.143.203.59	13 127	1.34
ru	185.156.73.128	185.156.73.128	12 535	1.28
ru	185.156.73.122	185.156.73.122	12 510	1.28
ru	185.156.73.120	185.156.73.120	10 147	1.03
ru	92.63.197.114	92.63.197.114	8 320	0.85

TOP10 dropped destination hosts

Total dropped packets: 981 106

	Destination IP	Hostname	Packets	%
us	50.192.77.170	WAN (Address)	340 011	34.66
us	50.192.77.169	WAN [WAN2] (Address)	306 491	31.24
us	50.192.77.173	WAN [WAN(DMZ)] (Address)	303 175	30.90
lan	224.0.0.1	all-systems.mcast.net	30 825	3.14
lan	10.10.10.8	Apps	247	0.03
lan	10.10.10.1	LAN (Address)	203	0.02
lan	192.168.5.1	Guest WiFi (Address)	154	0.02

TOP10 dropped services

Total dropped packets: 981 106

Service Name	Protocol	Service	Packets	%
	TCP	6379	34 596	3.53
PCSYNC-HTTPS	TCP	8443	22 520	2.30
	IGMP	-	20 839	2.12
HTTP-ALT	TCP	8080	15 456	1.58
SSH	TCP	22	15 147	1.54
TELNET	TCP	23	10 807	1.10
T9C0	ICMP	t9c0	9 986	1.02
	TCP	2375	8 760	0.89
HTTP	TCP	80	8 658	0.88
	TCP	2376	8 171	0.83

Advanced Threat Protection (ATP)

TOP10 ATP Contaminated

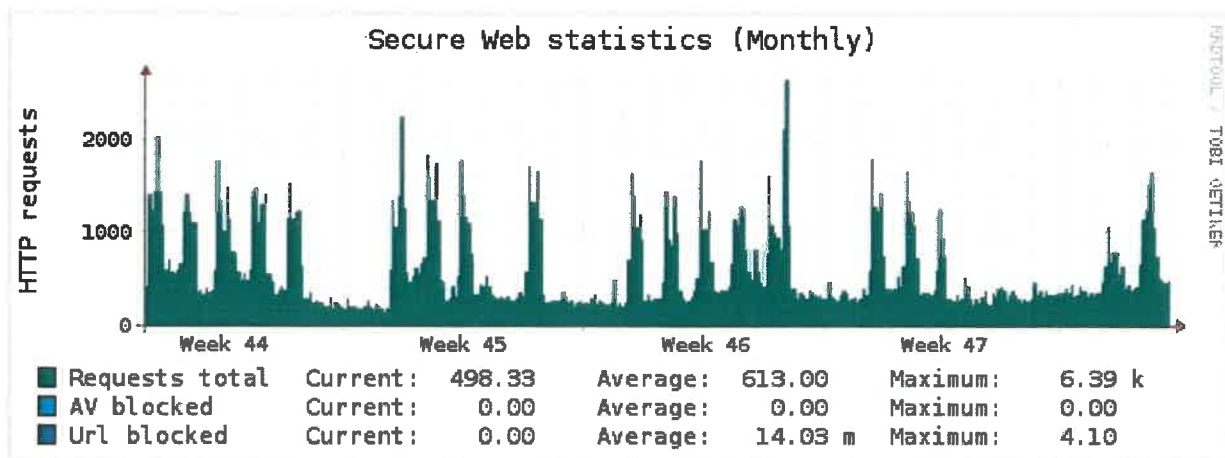
Total events: 3

Source IP	Threat Name	Destination IP	Events	Origin
10.10.10.10	C2/Generic-A	62.102.148.68	1	Iptables
10.10.10.10	C2/Generic-A	185.220.100.244	1	Iptables
10.10.10.10	C2/Generic-A	185.220.100.243	1	Iptables

TOP10 ATP Recent Events

Total events: 3

Source IP	Threat Name	Destination IP	Events	Origin
10.10.10.10	C2/Generic-A	185.220.100.243	1	Iptables
10.10.10.10	C2/Generic-A	62.102.148.68	1	Iptables
10.10.10.10	C2/Generic-A	185.220.100.244	1	Iptables



Web Usage

TOP10 Users by time

Total time: 11514:00:20

User	Duration	%
bwells	706:24:12	6.1
ltolar	632:26:07	5.5
tkelty	563:47:47	4.9
yruiz	523:51:21	4.5
10.10.10.153	510:54:23	4.4
DESKTOP-AJN0ITE\$	462:08:21	4.0
dautrey	453:46:01	3.9
DESKTOP-I9S6VQ8\$	436:52:04	3.8
mchavez	425:18:53	3.7
cezcell	399:21:44	3.5

TOP10 Domains by time

Total time: 24545:51:06

Domain	Duration	%
microsoft.com	5659:55:33	23.1
office365.com	2639:30:17	10.8
windows.com	1814:28:26	7.4
sophosxl.net	1201:51:51	4.9
live.com	1075:57:56	4.4
gvt1.com	1009:02:17	4.1
edgesuite.net	726:19:45	3.0
icloud.com	475:21:54	1.9
cloudfront.net	468:22:27	1.9
amazon.com	461:24:16	1.9

TOP10 Users by traffic

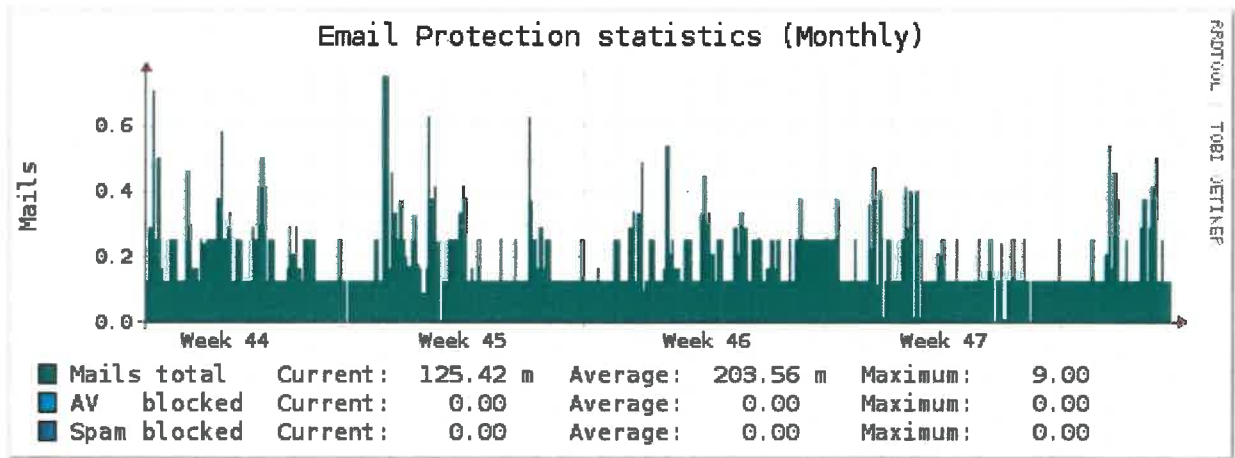
Total Traffic: 444.9 GB

User	Traffic	%
CF-FS01	236.8 GB	53.2
10.10.10.153	19.6 GB	4.4
DESKTOP-AJN0ITE\$	12.5 GB	2.8
ltolar	12.2 GB	2.7
10.10.10.104	11.9 GB	2.7
receptionist	11.5 GB	2.6
DESKTOP-I9S6VQ8\$	10.8 GB	2.4
bwells	8.4 GB	1.9
kellis	8.1 GB	1.8
tkelty	7.7 GB	1.7

TOP10 Domains by size

Total Traffic: 444.2 GB

Domain	Traffic	%
windows.net	235.5 GB	53.0
microsoft.com	50.9 GB	11.5
office365.com	20.1 GB	4.5
cloudfront.net	17.4 GB	3.9
philo.com	8.7 GB	2.0
edgesuite.net	7.7 GB	1.7
fema.gov	5.5 GB	1.2
mycusthelpadmin.com	5.2 GB	1.2
foxnews.com	5.0 GB	1.1
windowsupdate.com	4.7 GB	1.1



Mail Usage

TOP10 Sender

Total mails: 1 776

Total mail traffic: 437.0 MB

Sender Mail	Amount	%	Mail Traffic	%
alerts3@scalecomputing.com	1 407	79.22	2.0 MB	0.45
kyocera@freeport.tx.us	369	20.78	435.1 MB	99.55

TOP10 Recipient

Total mails: 1 776

Total mail traffic: 437.0 MB

Recipient Mail	Amount	%	E-Mail Traffic	%
ltolar@freeport.tx.us	471	26.52	2.6 MB	0.59
alerts3@scalecomputing.com	469	26.41	666.7 kB	0.15
operations@pccare-inc.com	469	26.41	665.2 kB	0.15
ghernandez@freeport.tx.us	62	3.49	98.8 MB	22.60
pveazey@freeport.tx.us	43	2.42	23.6 MB	5.39
cezell@freeport.tx.us	42	2.36	121.3 MB	27.75
bwells@freeport.tx.us	32	1.80	40.3 MB	9.23
yrui@freeport.tx.us	32	1.80	4.9 MB	1.12
edcadmin@freeport.tx.us	30	1.69	10.5 MB	2.41
ejimenez@freeport.tx.us	23	1.30	11.5 MB	2.64

TOP10 VPN Clients by duration

TOP10 VPN Clients by duration

Total duration: 00:06:53

Number of users: 1

User	Service	Traffic	Duration	%	# of connections
rmtelco	SSL VPN	not accounted	00:06:53	100.00	2

Facebook

Posts

Last 90 Days ▼ Date ▼

Post	Post Reach	Engagement
1/18/22 Tue, Jan 18	197	112
Freeport, Texas Tue, Jan 18	294	167
City Hall will be closed on Monday in observance of MLK... Sat, Jan 15	669	7
It's going to get chilly! Remember your pets! Sat, Jan 15	2022	193
Check out the Public Works newsletter to find out about... Fri, Jan 14	858	48
-- Tue, Jan 11	950	28
freeport Mon, Jan 10	1048	315
Freeport, Texas Mon, Jan 10	1571	900

Location

Cities Countries

Location	Cities	Countries
United States		10,175
Mexico		90
Indonesia		10
Puerto Rico		9
Nigeria		7
Philippines		5
United Kingdom		5
South Korea		4
Brazil		3
The Bahamas		3

Location

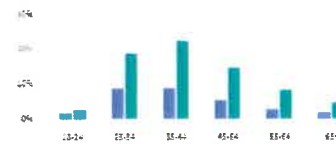
Cities Countries

Location	Cities	Countries
Freeport, TX		1,690
Lake Jackson, TX		1,289
Houston, TX		1,188
Angleton, TX		680
Clute, TX		436
Brazoria, TX		218
Richwood, TX		198
San Antonio, TX		169
Jones Creek, TX		167
West Columbia, TX		150

Audience

Age and Gender

Men 28.90%
Women 71.10%



Page Overview

Discovery

🌐 Post reach	4,869
👤 Post engagement	2,028
👤 New Page Followers	24

Interactions

👍 Reactions	60
💬 Comments	74
➦ Shares	15
🖼️ Photo Views	180
🔗 Link Clicks	96

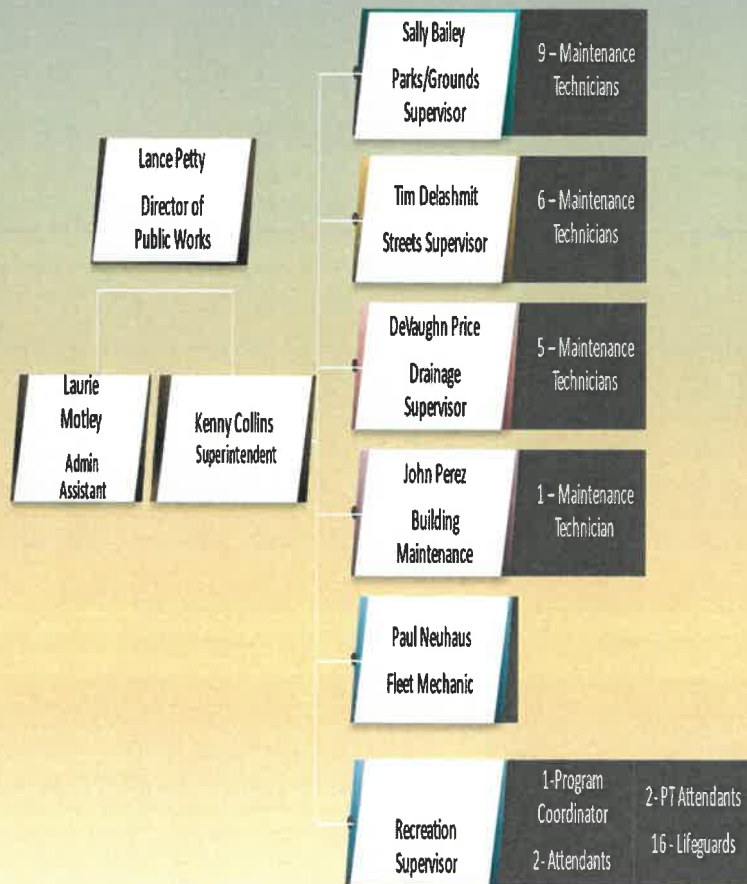
Other

🚫 Hide All Posts	1
🚫 Unfollows	0

PUBLIC WORKS MONTHLY REPORT JANUARY 2022

City of Freeport

Public Works 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.

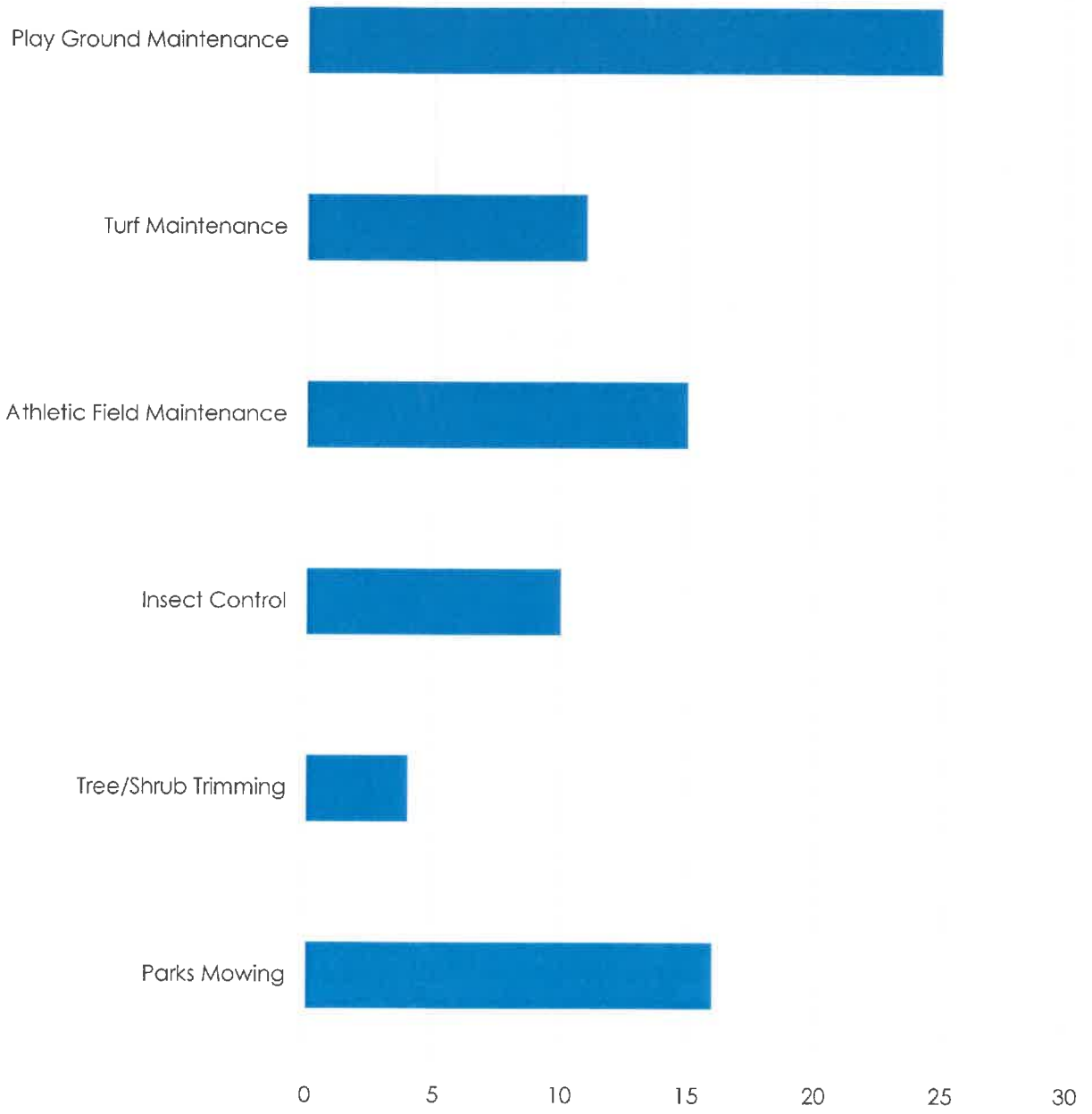
Activities this month:

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. Prepare and set up facilities for rentals
2. Complete rehab of senior baseball field

Parks



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.

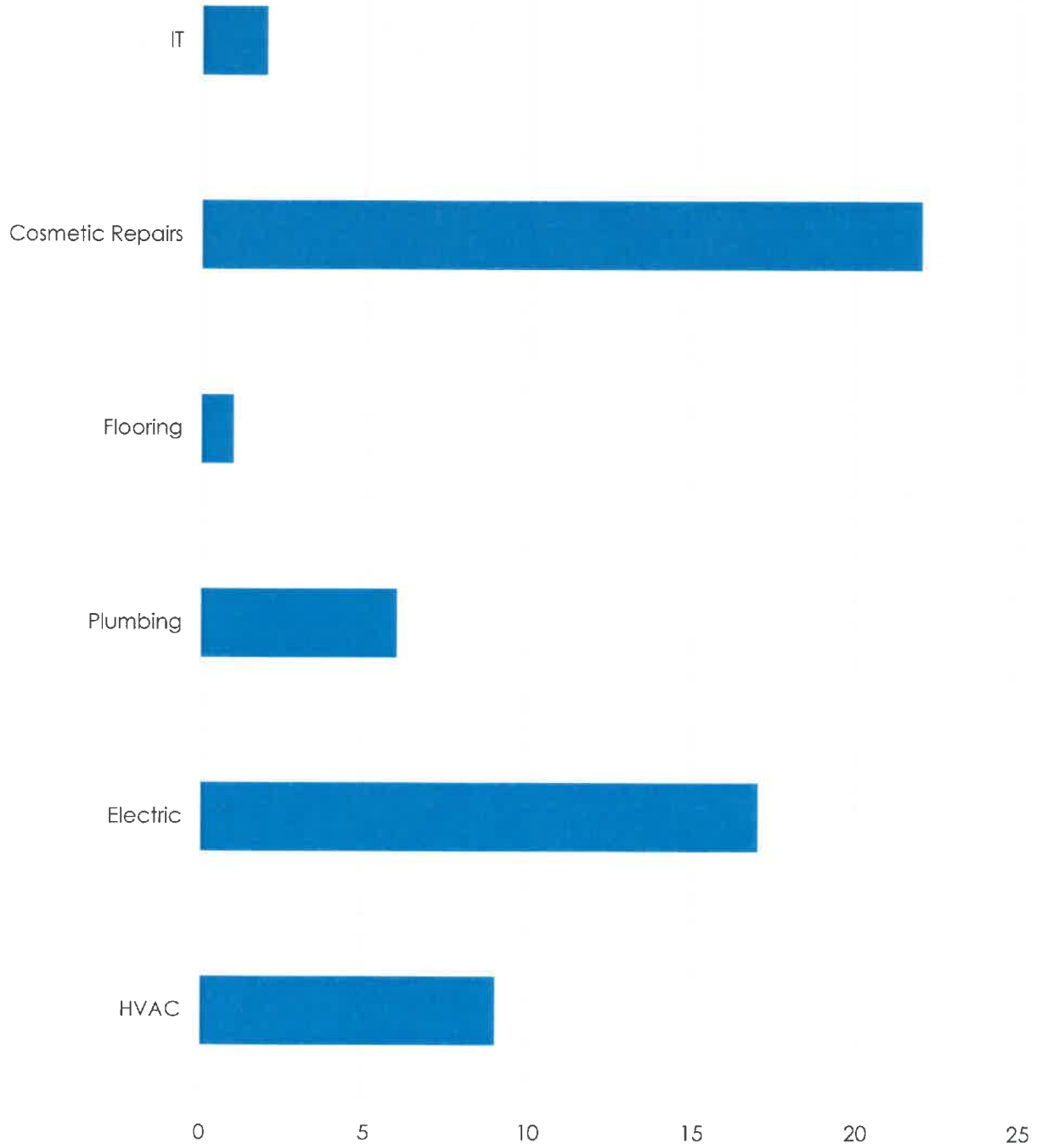
Activities this month:

1. Rec Center – HVAC repair
2. River Place – replace GFI
3. Service Center – install conduit for tire balancer
4. FMP – repair light timers
5. Hang Banners for events
6. Memorial park – repair stage for event
7. City hall – air duct cleaning
8. Library – install new hot water heater
9. Winterize splash pads
10. Replace rotten wood on structures at Riverside park
11. Replace rotten wood on structures at Arrington park
12. Build and install benches on senior field
13. City hall – repair chiller pump

Key highlights this month:

1. Preventative maintenance A/C systems citywide
2. Repair chiller at City Hall

Building Maintenance



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.

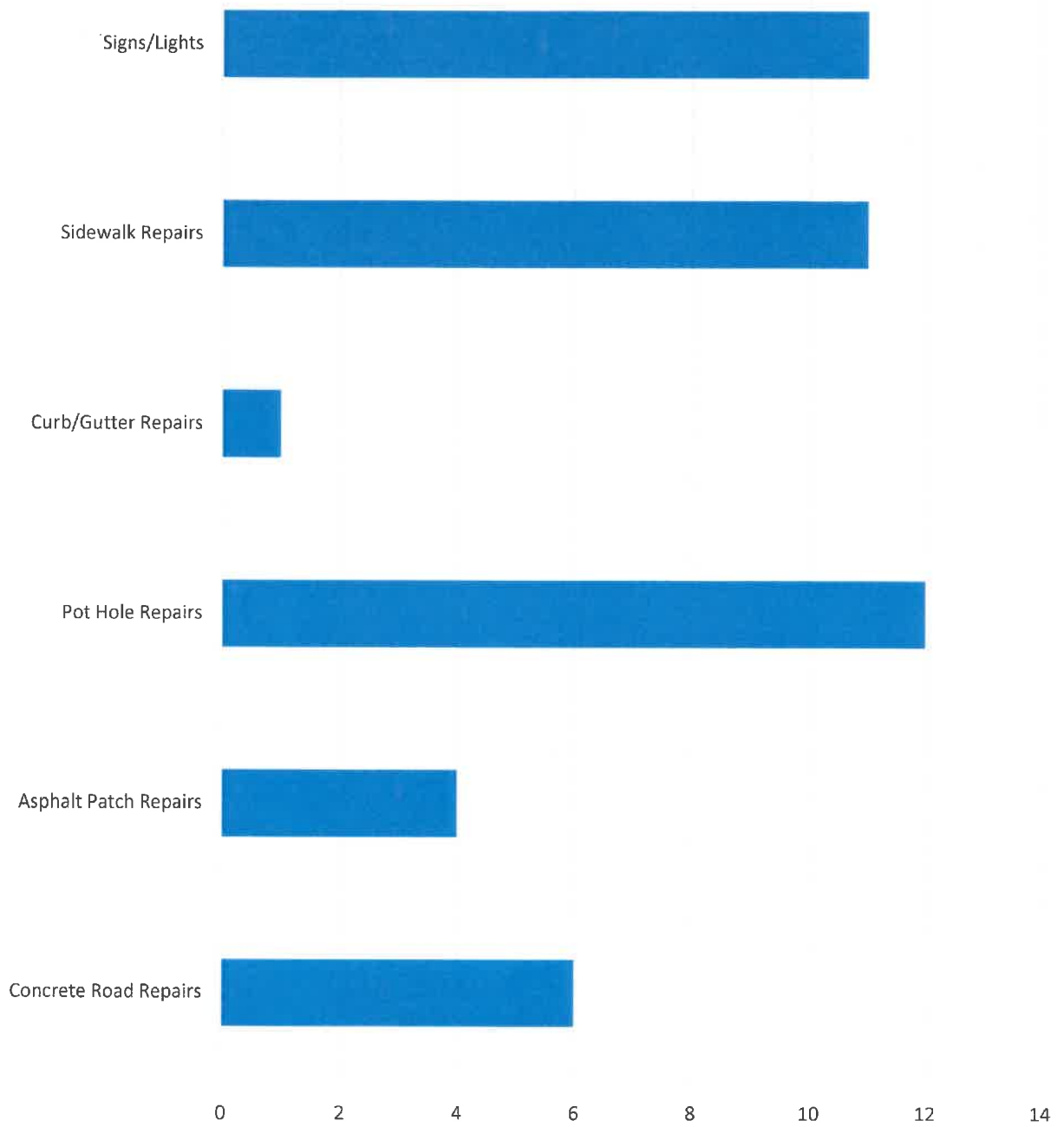
Activities this month:

1. Patch potholes citywide
2. Ave H/Beech – concrete patch repair
3. Brazosport Blvd/Dentist office – replace section of sidewalk
4. Beech/6th – replace sidewalk
5. Concrete street repair on N Ave B
6. Haul ashes from burn site DOW property
7. Pour pad for storage building at PD
8. Install new privacy fence at museum
9. Maintain message boards
10. Replace faded street signage

Key highlights this month:

1. ADA sidewalk replacement

Streets



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.

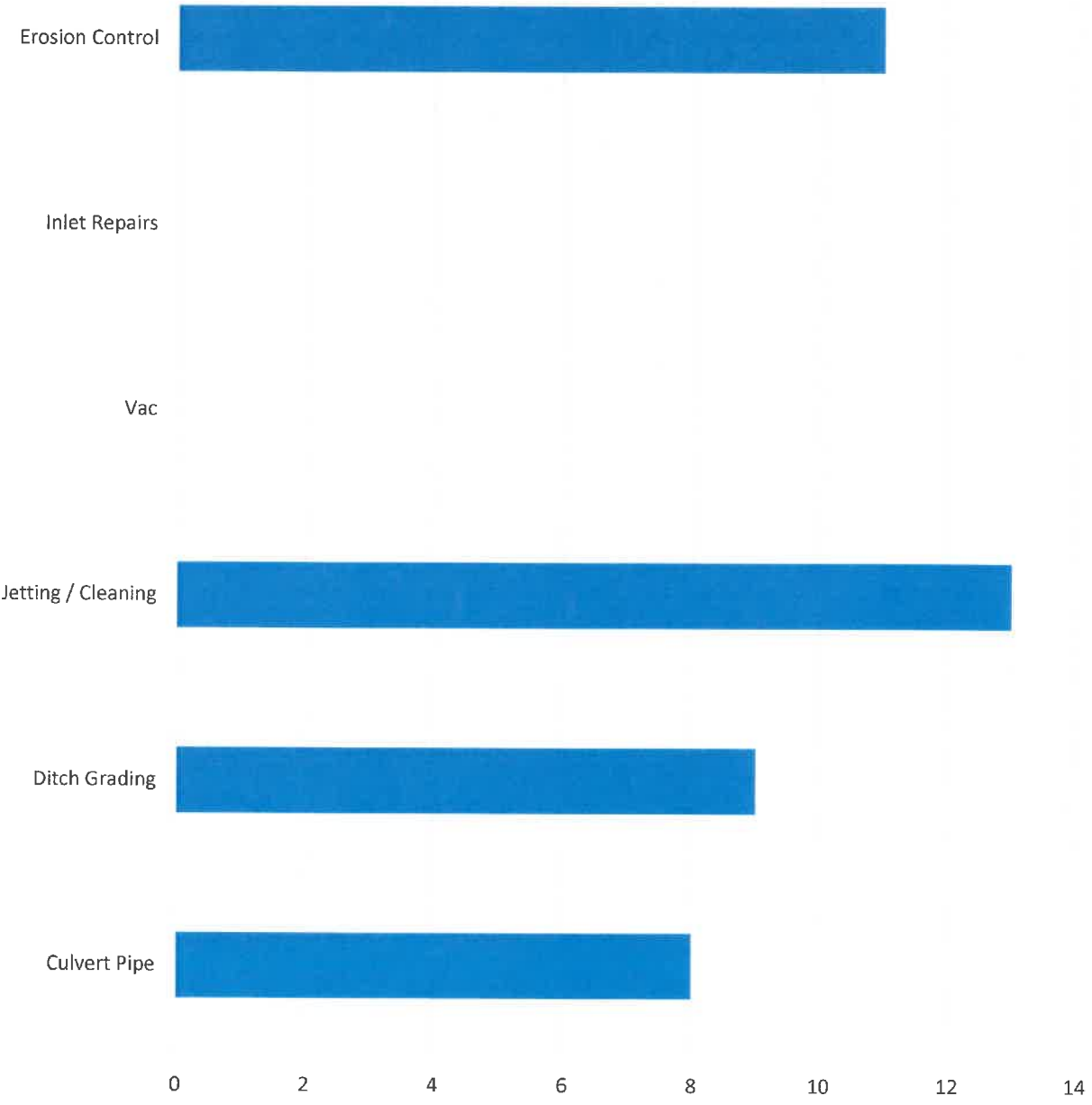
Activities this month:

1. Mow and weed eat all quadrants
2. Ward D – slope mow ditches
3. Weed control all Quadrants
4. N. Ave T – install 35ft of culvert
5. Apply weed killer to drainage areas
6. Preventative maintenance on storm water pump stations
7. Alley between 5th and 6th – install culvert
8. Clean citywide storm drain inlets
9. FMP – jet inlets
10. Street sweep all quadrants
11. Clean up and grade DOW property from storm debris burn

Key highlights this month:

1. Spray all quadrants for Mosquitos (2) times per week

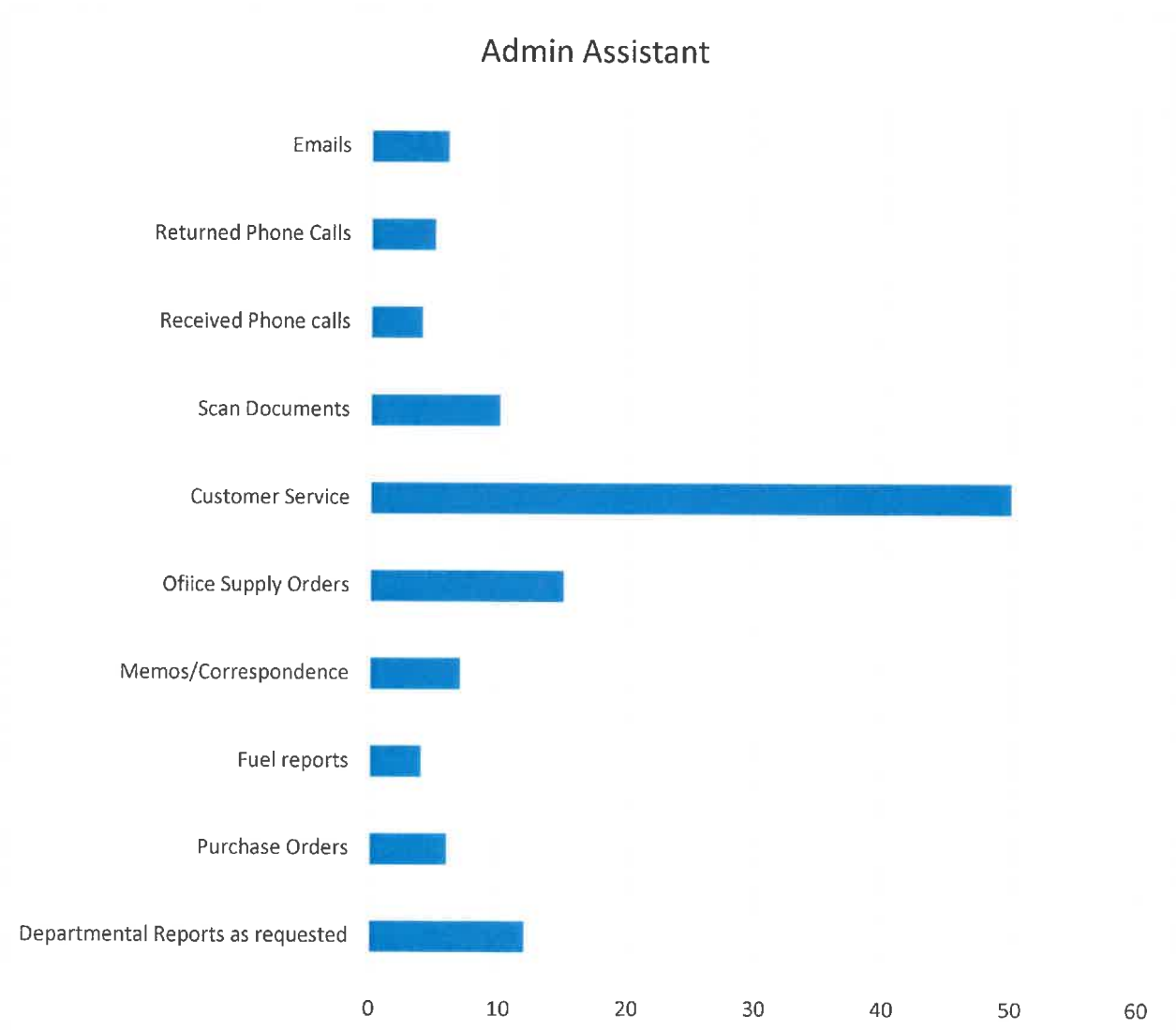
Drainage



Key Activities

Administration

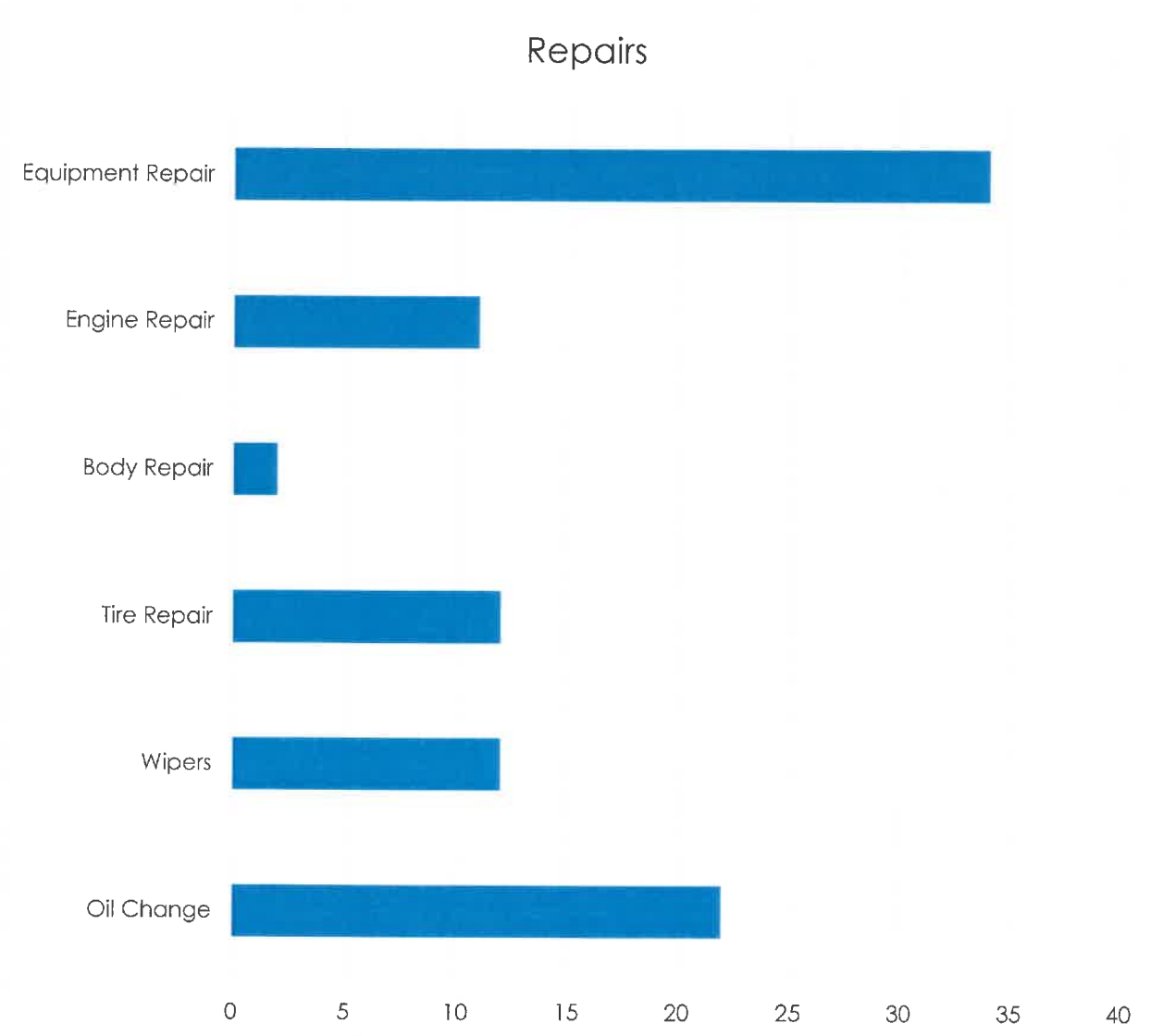
Under the direction of the Director of Public Works, this position is responsible for all customer service and administrative work for the department



Key Activities

Fleet Maintenance

Under the direction of the Director of Public Works, this division is responsible for all repairs and maintenance of the city's Fleet



Key Activities

Facilities

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 Facilities, building grounds and open spaces.

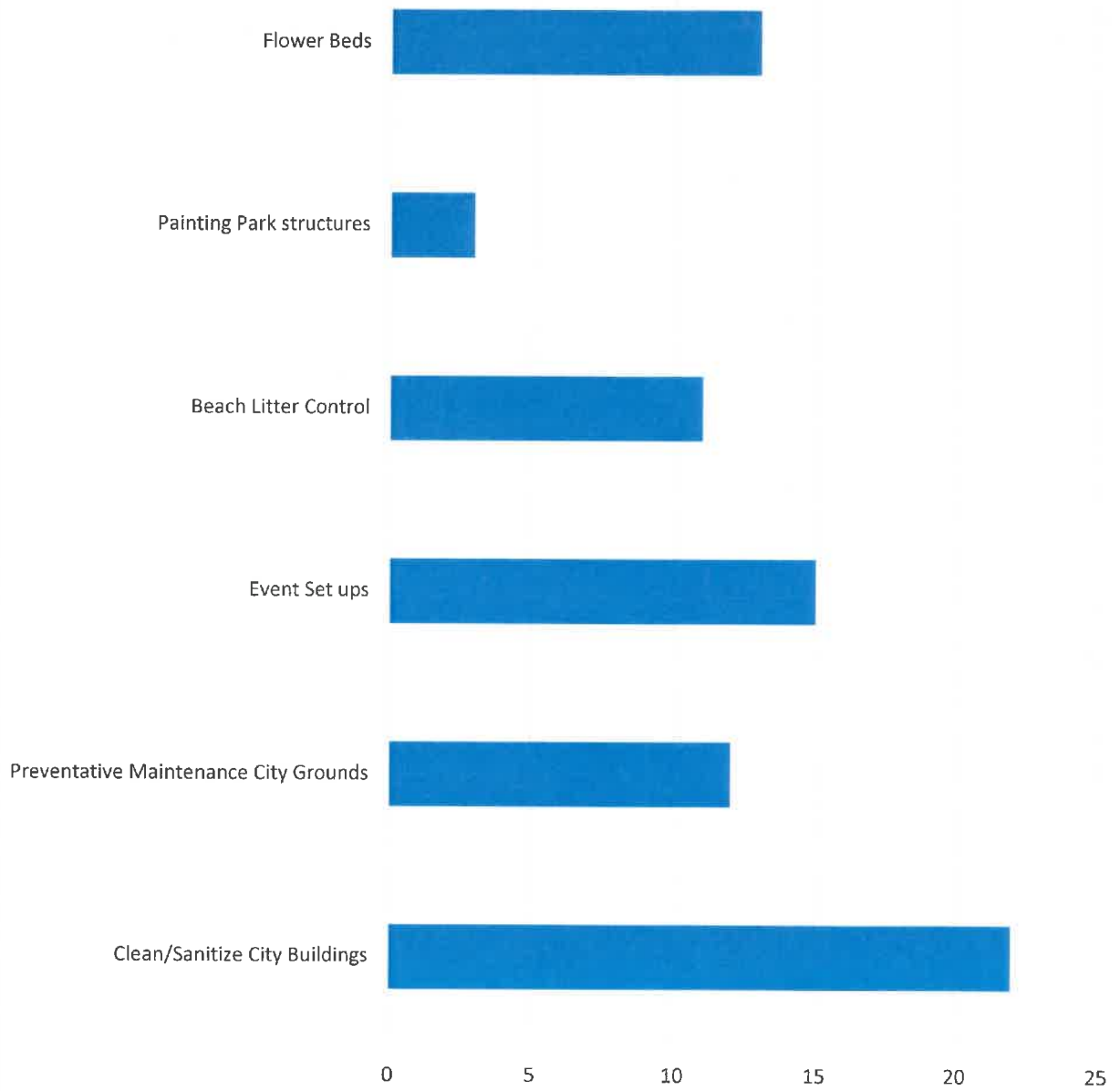
Activities this month:

1. Museum – flower bed maintenance
2. Pixie House – flower bed maintenance
3. City Wide – trim trees
4. Riverplace – flower bed maintenance
5. City Hall – flower bed maintenance
6. Velasco House – flower bed maintenance
7. Bryan Beach – litter control
8. Surfside Beach – litter control

Key highlights this month:

1. Facility clean/set up rentals
2. Litter Control city wide
3. Clean and sanitize all city facilities

Facilities

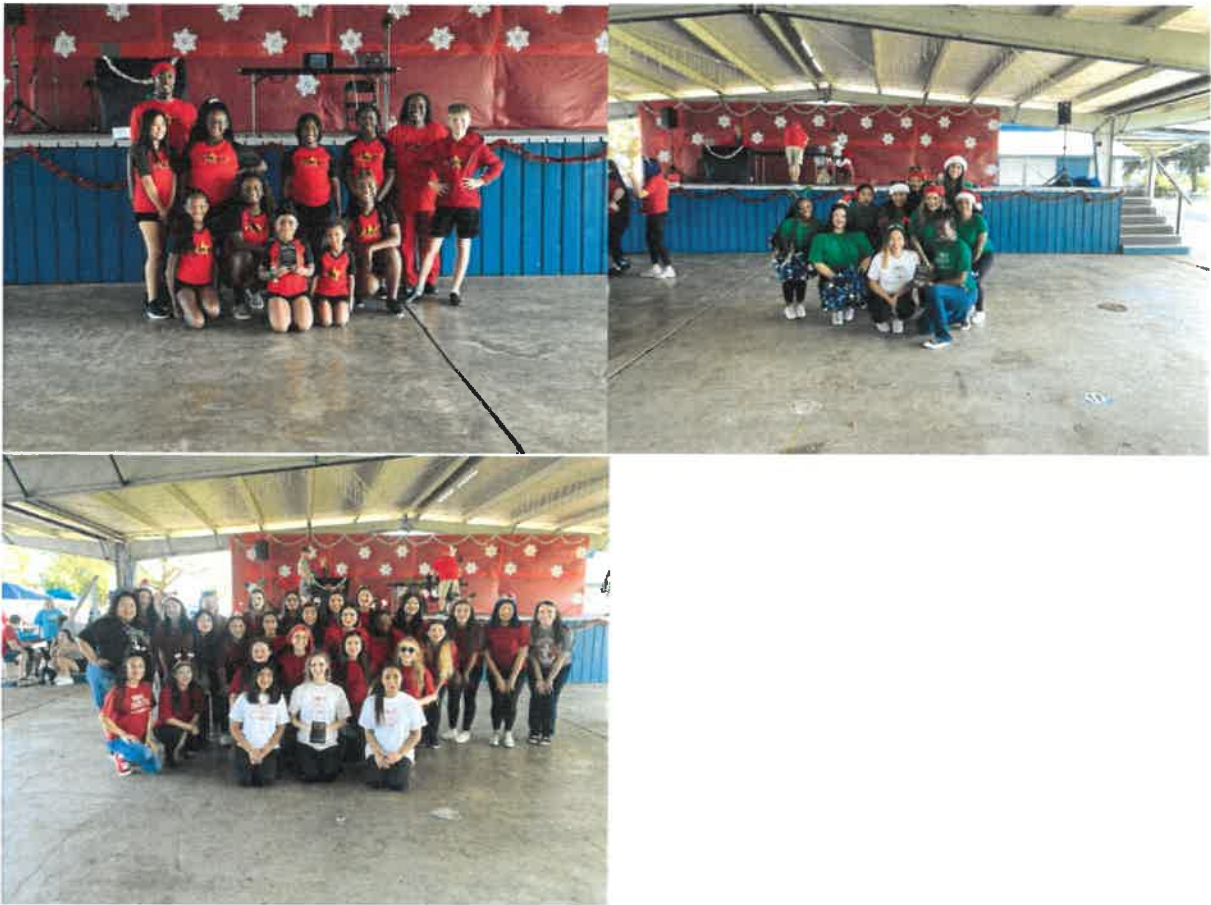


Key Activities

Recreation

Under the direction of the Recreation Supervisor, this division provides services to the community through recreation, events and programs

- Staff Updates- We are presently in the process of filling open positions in the department
- Events- Holiday on the Brazos was held on December 4, 2021.



- Current Programs- Scheduling Zumba and Step Aerobics classes
- Youth basketball tryouts were completed (on hold due to COVID)



looking for instructors

Yoga
Zumba
HIIT
Low Impact Aerobics




For more info (979) 233- 6061
recreationcenter@freeport.tx.us

- Facebook Data- 3,048 people like Freeport Recreation page. 3,133 people follow The Freeport Recreation page.

- Revenue-

Description	Quantity	Total
Adult Daily Pass	19	\$95
Child Daily Pass	63	\$63
Senior Daily Pass	8	\$24
Student Daily Pass	83	\$249
Description	Total	
Monthly Membership Family	\$120	
Monthly Membership Individual	\$240	
Monthly Membership Senior	\$120	
Monthly Memberships Youth	\$120	

- Attendance-

Monthly Membership Individual	107
Monthly Membership Family	28
Monthly Membership Senior	64
Monthly Membership Senior Family	1
Monthly Memberships Youth	72
City Employee	76
Daily Admissions- Adult	1
Daily Admissions- Senior	12

FREEPORT LIBRARY FRIENDS CHRISTOPHER ALLEN'S REPORT DECEMBER 28, 2021

FREEPORT LIBRARY NEWS

Alyssa Fox and Cesar Duran are Rockford McCoy representatives and they reported that our furniture delivery is tentatively set for 2/1/2022. City of Freeport hired a new cleaning crew called Ambassador Services. Ian Lemus will be cleaning our building. In the last few weeks, new people have come in to get cards and participate in programs (mostly children events).

STATISTICS

	2021
Door Count	1268
Number of Children's Programs Number of attendees	5/42
Number of Teen Programs Number of attendees	1/2
Tech Help Questions	127
Number of Adult programs Number of attendees	2/2
Reference Questions	65
Computer Sessions	261

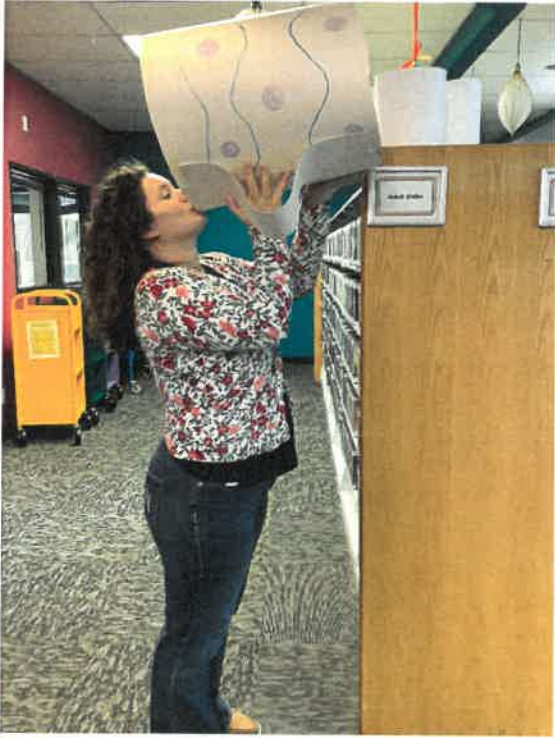
STAFF

All staff are working on their regular job duties and programs. The team is preparing for Brazcon.

HIGHLIGHTS

Children's Programs: Katherine presented weekly storytimes and youth programs. Esmeralda presented *Family Bilingual Storytime* for our Freeport and Clute community. They presented winter and holiday themes. Programs for children: Snow Much Fun (led by Katherine), Quentos Bilingue- Navidad (led by Esmeralda), and Teens- Among Us (led by Katherine).

Programs for adults: Film Club- *Black Christmas* (led by Chris). Book Club- *Murder for Christmas* (led by Linda).



Upcoming Events

Here are the dates of some programs for January:

- Crafts2Go available every month for children
- Storytime on Mondays at 11am (1/3, 1/10, 1/17, 1/24)
- Bilingual Storytime at 11am: Nuevos Libros (1/12)
- Children's Program at 11am: Roller Coaster STEM (1/8)
- Teen Program at 4:30pm: Anime and Manga Club (1/11)
- Film Club at 4pm: The Martian (1/20)
- Book Club at 4pm: The Martian (1/25)

Projects:

1. Concrete bid roads – Bids received (council to award)
2. Continue to work on a Sidewalk replacement plan for the City.
3. Public Works building – Bids received (council to award)
4. Landing repairs – receiving quotes
5. Levee walkway – Re Bid without ribbon curbs
6. Replacement of cart path sections at golf course – in construction
7. Reviewing alternatives for soccer field improvements
8. Bryan Beach road - additional improvements – receiving quotes
9. Senior baseball field project Complete (need lighting)
10. River place heat in construction
11. Entrance Palm tree re construction – quote received waiting approval

EVENTS

Daddy/Daughter Dance – February 18th

Eggstarvaganza – April 9th

Riverfest – April 29-30th

Sandcastle Competition – June 4th

Fright Night – October 27th

Holiday on the Brazos – December 1st



Jan 19, 2022

Subject: December- 2021 Monthly Operations Report

I. Summary of work activities during the reporting month December - 2021

a. Safety

There were no OSHA Recordable Incidents or Lost Time Accidents

b. Collections Systems and Wastewater Treatment Plant Operations and Maintenance

3. Sanitary Sewer Overflows

a. Actual SSO's in Dec = 0

5. Customer Service Calls = 4

6. Emergency & Miscellaneous Repairs

a. Wastewater repairs = 1

b. Manhole repairs = 0

ii. Wastewater Treatment Plant Operations

1. Permit Violations – None

a. Average daily flow = 0.609 MGD

b. Max daily flow = 0.989 MGD

c. Max permitted 2 hr. Peak daily flow = 5555 gpm

d. Actual 2 hr. Peak daily flow = 1180 gpm

e. Influent BOD/TSS mg/l = 193.27 mg/l / 268.80 mg/l

f. Effluent BOD/TSS mg/L = 9.21 mg/l / 7.99 mg/l

i. Permit Limits for Effluent BOD/TSS mg/L = 20/20

g. Effluent Coliform = (Geometric Mean)) 34 MPN

i. Permit Limits for Effluent Enterococci = (Geometric Mean) 35 MPN

h. Plant Odor complaints = 0

2. Non-standard operating conditions -

a. The New Bar Screen has been delivered, installed and is operational. Contractors will be onsite in January to make adjustments.

b. Ordered replacement Digester Aerator motor. This was delivered and installed and is operational. Digester Mixer was repaired and installed as well.

Monthly Operations Report: December -2021

3. Regulatory agency reporting – All standard monthly reports submitted in a timely manner with no exceptions reported back from the regulator
- iii. Collection System Pump Station and Wastewater Treatment Plant Equipment/Facility Maintenance
1. Total preventive maintenance work orders completed = 339
 2. Total corrective maintenance work orders completed = 27
 3. All wastewater collection system pump stations were routinely checked and maintained as scheduled
 - a. Wastewater pump stations monitored = 29
 4. Maintenance projects
 - a. Lift Station 15 – Pulled 2 failed pumps and sent them out for analysis
- IV. Listing of Permit Violations
- a. None
- V. Water Distribution System Operations & Maintenance
- a. New Connects – 67
 - b. Reconnects – 49
 - c. Disconnects – 25
 - d. Off for Nonpayment – 0
 - e. Off & Lock – 7
 - f. Rereads – 15
 - g. Repaired water leaks on City Lines – 5
 - h. Customer Leaks – 7
 - i. Replaced Meters – 1
 - j. Pulled Meters – 0
 - k. New water taps – 2
 - l. Hung Tags – 2
 - m. Replaced service Lines – 0
 - n. Replaced water meter valves – 0

Monthly Operations Report: December
-2021
