



**AGENDA
REGULAR MEETING
FREEPORT CITY COUNCIL
MONDAY, MARCH 18, 2019 at 6:00 P.M.**

Mayor:
Troy Brimage

Council Members:
Ken Green
Brooks Bass
Sandra Loeza
Roy Yates

City Manager:
Timothy Kelty

THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, WILL MEET ON MONDAY, THE 18TH DAY OF MARCH 2019, AT 6:00 P.M., AT THE FREEPORT POLICE DEPARTMENT, MUNICIPAL COURT ROOM, 430 NORTH BRAZOSPORT BOULEVARD, FREEPORT TEXAS 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 the time. Note, specific factual information or a recitation of existing policy may be furnished in response to an inquiry made, but any deliberation, discussion, or decision with respect to any subject about which the inquiry was made shall be limited to a proposal to place such subject on the agenda for a subsequent meeting for which notice is provided in compliance with the Texas Open meetings Act unless said notice appears herein. The public is reminded that there is a (4) minute time limit as approved by City Council on June 21, 2010.

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

- Proclamation of the City of Freeport designating April 2019 as Fair Housing Month. Pg. 221
- Presentation of the Police Tier 1 Annual Report. Pg. 222

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 Any item requiring additional discussion may be withdrawn from the Consent Agenda by the Mayor, Councilmember or City Manager, and acted upon separately.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 February 19, 2019 and February 26, 2019. **(Tolar)** Pg. 223-229
2. Consider and approve a request from the Freeport Little League for a parade on opening day Saturday, March 23, 2019 at 8:30am. **(Garivey)** Pg. 230-231

COUNCIL BUSINESS – REGULAR SESSION:

3. Public Hearing of a proposed re-plat of lot 14, block 7, of Bastrop bayou acres, in Brazoria County, Texas recorded in volume 5, page 340 of the plat records of Brazoria county, Texas, being the same 1.00 acre of lot 14 conveyed to Julio C. and Gabriela Nunez recorded in county Clerk's File No. Y Clerk's File No. 2016-062060 of the official records of Brazoria county, Texas and the same 4.00 acre residue tract of lot 14 conveyed to Franke Seidule recorded in county clerk's file no. 2008-001941 of the official records of Brazoria county, Texas; and consideration of approving such replat. **(Kelty)** Pg. 232-233
4. Public Hearing of a proposed re-plat of 0.86 acre tract of land situated in the J.G. and G.W. McNeel Survey. Abstract No. 89. in Brazoria county. Texas. being the same 0.84 acre tract conveyed to Michael K. and Carol A. Jansky recorded in County Clerk's file No. Y Clerk's File No. 1995-02 1 14G of the official records of Brazoria county; and consideration of approving such re-plat. **(Kelty)** Pg. 234-235
5. Public Hearing and consideration of possible action on approval of a proposed re-plat of Lot 2B out of C. Henninger Subdivision and also recorded in County Clerk's File NO. 17-064328 of the Brazoria County Official Records and the closure of a 0.291 acre tract out of the Velasco Drainage District Tract as Recorded in Clerk's File No. 2018053616 of the Brazoria County Official Records in the C. Henninger Survey Abstract 211, City of Freeport, Brazoria County, Texas; and consideration of approving such replat. **(Kelty)** Pg. 236-237
6. Consider awarding Grant Works the Administration/Professional Services for Community Block Grant program for disaster recovery **(Motley)** Pg. 238-256
7. Consideration of approving Ordinance 2019-2569 approving an agreement amending the Dow Industrial Agreement to extend the term of such agreement and authorizing the Mayor to sign and the City Secretary to attest such agreement. **(Kelty)** Pg. 257-263
8. Consideration of awarding the bid to Sorrell Construction for the 2018 – 2019 concrete streets repair plan and authorizing the mayor to sign the resulting contract. **(Hoelewyn)** Pg. 264-271
9. Discuss and consider the approval of expending city funds in the amount of \$42,459.00 for a 100% reimbursable grant to replace the department's outdated tasers. **(Garivey)** Pg. 272-273
10. Discuss and consider HVAC system for City Hall. **(Townsend)** Pg. 274-279

WORK SESSION:

11. The City Council may deliberate and make inquiry into any item listed in the Work Session.

- A. Mayor Troy T. Brimage announcements and comments.
- B. Councilman Green Ward A announcements and comments.
- C. Councilman Bass Ward B announcements and comments.
- D. Councilwoman Loeza Ward C announcements and comments.
- E. Councilman Yates Ward D announcements and comments.
- F. City Manager Tim Kelty announcement and comments
- G. Updates on current infrastructure.
- H. Update on reports / concerns from Department heads.

CLOSED SESSION:

12. Executive Session regarding economic development (Projects 2019-2 and 2019-3) in accordance with Vernon's Texas Government Code Annotated, Chapter 551, 551.087
13. Executive Session regarding personnel matters (City Attorney Wallace Shaw) in accordance with Vernon's Texas Government Code Annotated, Chapter 551, 551.074
14. Executive Session regarding consultation with attorney (Freeport Historical Museum Foundation Dissolution) in accordance with Vernon's Texas Government Code Annotated, Chapter 551, 551.071

COUNCIL BUSINESS – REGULAR SESSION:

15. Consideration in open session of taking action on any matter discussed in closed executive session. **(Kelty)**
16. Consideration of ratifying act of authorizing City Manager seeking extension of time required by IRS for filing income tax return for the Freeport Historical Museum Foundation. **(Kelty)**
17. Consideration of authorizing mayor to sign and city secretary to attest a contract with the city attorney **(Kelty)**

ADJOURNMENT:

18. 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. on this the 15th day of March, 2019.

Laura Tolar, Interim City Secretary
City of Freeport, Texas

PROCLAMATION

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

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

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

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

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

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

"FAIR HOUSING MONTH"

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of

_____ to be affixed this the _____ day of _____, 2019.

Mayor



City Council Report Presentation

Title: Tier 1 – Racial Profiling 2018

Date: 3/18/2019

From: Freeport Police

Staff Recommendation:

N/A

Item Summary:

Yearly Report for Tier 1 Racial Profiling

Background Information:

N/A

Special Considerations

N/A

Financial Impact:

N/A

Board or 3rd Party recommendation:

N/A

Supporting Documentation:

Binders with report supplied at Council Meeting to Council Members

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Tuesday, February 19, 2019 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 Troy Brimage
Councilman Ken Green
Councilwoman Sandra Loeza
Councilman Roy E. Yates

Staff:

Tim Kelty, City Manager
Laura Tolar, Asst. City Secretary/Special Projects Coordinator
Wallace Shaw, City Attorney
Nat Hickey, Property Manager
Chris Motley, Fire Chief
Danny Gillchriest, Police Captain
Kim Townsend, Parks & Recreation Director
Loni Kershaw, Human Resources Director
Brian Dybala, Golf Course Director
David Hoelewyn, Street Department Director
Billy Shoemaker, Building Department Director

Visitors:

Kenny Hayes	Desiree Pearson
Larry Fansher	Melanie Oldham
Paul Crow	Sabrina Brimage
Olan Massingill	A R Williams
Nicole Mireles	Darlene Wier
Sam Reyna	Edmeryl Williams
Bob Koole	Margaret McMahan
Ruben Renobato	Ruth Renobato

Call to order.

Mayor Troy Brimage called the meeting to order at 6:05 p.m.

Invocation.

Wallace Shaw offered the invocation.

Pledge of Allegiance.

Mayor Troy Brimage led the Pledge of Allegiance.

Citizen's Comments

Larry Fansher spoke regarding the 25' lots. He stated that Reality World was led to believe the Board of Adjustments would approve. He added that the Economic Development Corporation failed to talk to the residents and the Planning Commission was excluded from the EDC discussions and more transparency is needed.

CONSENT AGENDA

Consideration and possible action on the approval of City Council meeting minutes from January 17, 2019 and February 4, 2019. (Tolar)

Consideration of approving Resolution #2019-2573 amending the TexPool authorized representatives

On a motion by Councilwoman Loeza, seconded by Councilman Green, with all present voting "Aye", Council unanimously approved Consent Agenda.

REGULAR SESSION

Consideration of approving revisions to the personnel policy.

Loni Kershaw stated that Sections 3.03, 3.08 of Chapter Three and Section 5.05 of Chapter Five were proposed to be updated.

On a motion by Councilwoman Loeza, seconded by Councilman Green, with all present voting "Aye", Council unanimously approved revisions to the personnel policy.

Discuss and consider Ordinance #2019-2567 adopting an ethics ordinance

Tim Kelty stated that these items are common sense and will serve as a basis for discipline. The ordinance is modeled from the ordinance the City of Clute adopted with a few changes and has been reviewed with the city attorney.

On a motion by Councilman Yates, seconded by Councilwoman Loeza, with all present voting "Aye", Council unanimously approved Ordinance #2019-2567 adopting an ethics ordinance.

Consideration of approving the purchase and financing of a bucket truck for the Parks Department

Kim Townsend informed council that she had researched pricing of larger bucket trucks. A 48' truck would increase the price \$15,200 plus the cost of outriggers. A 50' truck would be \$175,000-\$185,000 and would require a CDL. She stated that a 41' will meet most needs of the City.

Mr. Roy Yates inquired as to the price for rental. Ms. Townsend said \$1,500-\$3,500.

Mayor Troy Brimage stated that the previous truck was purchase from the Parks Department from the beginning.

On a motion by Councilman Green, seconded by Councilwoman Loeza, with all present voting "Aye", Council unanimously approved the purchase and financing of a bucket truck for the Parks Department.

Consideration of contract for demolition of Old City Hall and a contract for asbestos abatement at the same location

Billy Shoemaker discussed the maintenance issues of Old City Hall including items being stored in there and the building is not climate controlled. He said there is a lot of asbestos in the building and he would negotiate the price to match Cherry's price. Contractors will be required to carry insurance.

On a motion by Councilman Green, seconded by Councilwoman Loeza, with all present voting "Aye", Council unanimously approved a contract with Houston Demolition Services for demolition of Old City Hall and a contract for asbestos abatement at the same location.

Consideration of contract for demolition of the Freeport Community House and a contract for asbestos abatement at the same location

Billy Shoemaker stated that there was very little asbestos at this location and exists on the walkway.

On a motion by Councilwoman Loeza, seconded by Councilman Yates, with all present voting "Aye", Council unanimously approved a contract with Houston Demolition Services for demolition of the Freeport Community House and a contract for asbestos abatement at the same location.

Consideration of approving Resolution 2019-2574 supporting a Emergency Services District #6 in Brazoria County, Texas.

Mayor Troy Brimage stated that this area is in our ETJ and is paid for by the residents in that area. It is recommended by the District Attorney and the County Commissioners.

On a motion by Councilwoman Loeza, seconded by Councilman Green, with all present voting "Aye", Council unanimously approved Resolution 2019-2574 supporting an Emergency Services District #6 in Brazoria County, Texas.

WORK SESSION:

Mayor Troy T. Brimage announcements and comments

Mayor Brimage stated he had attended several local meetings and Freeport is being noticed for many positive things. Abigail Arias has been a blessing to Freeport and Chief Garivey has been a great example of community policing. The Daddy Daughter response has been great and many attendees have said that it was the best they had seen.

Councilman Green Ward A announcements and comments

Councilman Green stated 1014 West 10th was having sewer issues due to the rain. He also stated some of the homes with recent sewer work in the back yards needed clean dirt.

Councilwoman Loeza Ward C announcements and comments

Councilwoman Loeza had nothing to report.

Councilman Yates Ward D announcements and comments

Councilman Yates had nothing to report.

City Manager Tim Kelty announcements and comments

City Manager Tim Kelty reported Stephanie Russell has been hired and will work with the interim finance director to ensure a smooth transition, adding she was the second choice for city manager. He also said that he attended the Lulac meeting that honored Chief Garivey and it was nice.

Open session was closed at 6:52 pm and Council entered into Executive Session.

CLOSED SESSION:

Executive Session regarding economic development (Projects 2019-2 and 2019-3) in accordance with Vernon's Texas Government Code Annotated, Chapter 551, 551.087

Executive Session regarding personnel matters (City Attorney Wallace Shaw) in accordance with Vernon's Texas Government Code Annotated, Chapter 551, 551.074,

REGULAR SESSION

Mayor Troy Brimage opened regular session at 7:38 pm

Consideration in open session of taking action on any matter discussed in closed executive session

No action taken.

Adjourn

On a motion by Councilwoman Loeza, seconded by Councilman Green, with all present voting "Aye", Mayor Brimage adjourned the meeting at 7:42 PM.

Mayor, Troy Brimage
City of Freeport, Texas

Assistant City Secretary, Laura Tolar
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, February 26, 2019 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 Troy Brimage
Councilman Brooks Bass
Councilman Ken Green
Councilwoman Sandra Loeza
Councilman Roy E. Yates

Staff:

Tim Kelty, City Manager
Laura Tolar, Asst. City Secretary/Special Projects Coordinator
Wallace Shaw, City Attorney
Yvette Ruiz, Building Department Secretary
Chris Motley, Fire Chief
Nat Hickey, Property Manager
Daniel Ramirez, Building Inspector
Billy Shoemaker, Building Department Director

Visitors:

Clift Vandergrift	Lila Diehl
Eric Hayes	Andrew Dill
Nicole Mireles	Sam Reyna
Jim Barnett	Sandra Barnett
Olan Massingill	George Matamores
Lamar Jordan	Stuart Herbst
Rick Byers	Bob Koole
Melanie Oldham	Sabrina Brimage
Ruben Renabato	Paul Crow
Larry Fansher	Kirk Paschal
G.S. Jolly	Charles Johnson

Call to order.

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

Invocation.

Wallace Shaw offered the invocation.

Pledge of Allegiance.

Mayor Troy Brimage led the Pledge of Allegiance.

Citizen's Comments

There were none.

WORK SESSION:

Discussion regarding the development of residential lots with less than the normal required lot width and square footage (25' lot discussion)

Mayor Troy Brimage stated that the 25' lots came into discussion because of need and wants to hear from everyone.

City Manager Tim Kelty stated that there are over 1,000 25' lots which represents a lot of land being under utilized which presents several options to develop: Variances with the Board of Adjustments; create a planned unit development or townhomes; and/or change zoning ordinances to specify when development on lots this size would be appropriate.

Nat Hickey stated that the 25' lots are only located in Velasco and are not in the Urban Renewal area.

Ruben Renobato asked who owns these lots and asked if townhomes can be developed on them.

Mr. Kelty said townhomes can only be in planned unit developments.

Mayor Brimage stated that any development on less than 50' will have a public hearing.

Charles Johnston said that he wants to see Freeport do well but 25' development will not look good because there is not enough property and is a fire hazard. He feels these homes should not be built between two existing homes. He stated that these lots should be offered to neighbors.

Jim Barnett said that one should take a constructive look back why Freeport has wrestled with 25' lots. The plan with Urban Renewal was to take these individual lots and combine to raw acreage then replat. He stated there was a \$500,000 bond issue to purchase.

George Matamores stated he is a new home owner and is not again development if it's done right. He stated that 25' development is not for between houses or near ditches and believe they are fire hazards.

Ruben Renobato stated that it is an important issue and the city needed new families and taxable income. He added that there was substantial opposition at the Board of Adjustment meeting and believes it should be put on the ballot and if the majority is in favor of it then proceed.

Mayor Brimage stated that no one is beating our door down and these developers are offering an affordable product.

Councilman Ken Green stated that we need change to move forward and need to look at the whole picture.

Ruben Renobato stated that it would only be 93 homes and with the homestead exemption it would only be about \$86,000 in taxes.

Olan Massingill asked if this property is developmental and is it worth what we are going through.

Mayor Brimage stated that approximately 30 building permits were issued last year.

Cliff Vandergrift asked for the specifics of the setbacks.

Billy Shoemaker gave the setbacks and stated that the homes would have fire walls and no windows.

Louie Jones stated that he has been in construction his whole life and these homes needs to be looked at individually. Every avenue needs to be explored.

Rick Byers stated that he is from Freeport and it upset him to see Freeport so desolate. He said that the current economic cycle were the millennials who want small yards. He said they have worked hard to design homes with three bedroom, two bath and two car garages which is ideal for young people based on salary surveys. He said homes bring businesses. He said also retirees want small homes with small yards.

Andrew Hill said that he lived in a home such as this in the Woodlands and it served his family well.

Rick Byers added that they are paying about \$100 linear foot of infrastructure.

George Matamores stated that there are lots on Avenue N and Avenue M by the apartments.

Rick Byers responded that the model homes will be on Avenue M on four lots and will have to go in front of the Planning Commission.

Kirk Pascal stated they are trying to make the best of 25' lots. He stated they had completed the demographics and the amount of land is limited. He stated that there are 12,000 full time jobs in this area and people will live here or go to another town. Studies show that people want less yards. He said that in Freeport the average home has one garage and these homes will have a two car garage with room for two more cars in the driveway and cars will not be in the road. He said that there is an open window with interest rates and tremendous job growth and this will not last. He added that these homes will improve neighborhoods and for some individuals there is 100% financing with \$0 down meaning immediate occupancy.

Nicole Mireles stated that this is not one size fits all. She added we need to move forward keeping everyone safe.

Mayor Troy Brimage stated that we would not be building these houses in between two existing houses. He added that the City appreciated Reality World working with the City.

Roy Yates stated that he agreed with Louie Jones and each property should ask for a variance and if there is not a problem allow them to build.

Adjourn

On a motion by Councilman Yates, seconded by Councilwoman Loeza, with all present voting "Aye", Mayor Brimage adjourned the meeting at 7:25 PM.

Mayor, Troy Brimage
City of Freeport, Texas

Assistant City Secretary, Laura Tolar
City of Freeport, Texas



City Council Agenda Item #2

Title: Little League Opening Ceremony Parade

Date: 3/18/2019

From: Police Department

Staff Recommendation:

Approve

Item Summary:

Opening Ceremony Parade for Little League

Date: 3/23/2019

Staging Begins at Municipal Park at 8:30am

Background Information:

Yearly Event

Special Considerations

None

Financial Impact:

None

Board or 3rd Party recommendation:

N/A

Supporting Documentation:

Attached

Freeport Police Department



MEMORANDUM

DATE: February 25, 2019

TO: Chief Garivey Tim Kelty

CC: Troy Brimmage, Delia Munoz

FROM: Captain D.L. Gillchriest

SUBJECT: Freeport Little League Opening Day Parade Request

The Freeport Little League is requesting permission to hold a parade to open the session for Little League baseball season. The date set for the parade is March 23, 2019 at 9:00am at the Freeport Municipal Park. The Parade will exit the park at Perry street onto North Ave A preceding north bound to North Brazosport Blvd. across Brazosport Blvd to Skinner Street, traveling east bound down Skinner to North Gulf Blvd. The Parade will then turn left onto Gulf Blvd. traveling north bound to the Little League Major Baseball Field. The Parade will consist of 15 to 20 Floats. The route will only close down Brazosport Blvd for approximately 20 minutes at the most requiring two officers to close down the roadway as the floats cross at North Ave A and Brazosport Blvd.

Respectfully Submitted,

Captain Danny Gillchriest
Freeport Police Department
Patrol Division Commander
Cell: 979-230-8089
Dispatch: 979-239-1211
Fax: 979-239-2075



City Council Agenda Item #3

Title:

Public hearing to consider the approval of a proposed Re-plat of LOT 14, BLOCK 7, OF BASTROP BAYOU ACRES, IN BRAZORIA COUNTY, TEXAS RECORDED IN VOLUME 5, PAGE 340 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS, BEING THE SAME 1.00 ACRE OF LOT 14 CONVEYED TO JULIO C. AND GABRIELA NUNEZ RECORDED IN COUNTY CLERK'S FILE NO. Y CLERK'S FILE NO. 2016-062060 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS AND THE SAME 4.00 ACRE RESIDUE TRACT OF LOT 14 CONVEYED TO FRANKE. SEIDULE RECORDED IN COUNTY CLERK'S FILE NO. 2008-001941 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS

Date: March 18, 2019

From: Billywayne Shoemaker Building Official

Staff Recommendation:

Approve the replat.

Item Summary:

Hold public hearing and upon closing of public hearing approve replat.

Background Information:

Owners of this property are requesting the re-plat for lot development.

Special Considerations:

This property is Located in the City's ETJ near FM 2004 and FM 523

Financial Impact:

None

Board or 3rd Party recommendation:

Planning and Zoning held their public hearing and vote to approve the re-plat and forward this item to council for final approval.

Supporting Documentation:

Application and copy of plat will be attached.



City Council Agenda Item #4

Title:

Public hearing to consider the approval of a proposed Re-plat of 0.86 ACRE TRACT OF LAND SITUATED IN THE J.G. AND G.W. MCNEEL SURVEY. ABSTRACT NO. 89. IN BRAZORIA COUNTY. TEXAS. BEING THE SAME 0.84 ACRE TRACT CONVEYED TO MICHAEL K. AND CAROL A. JANSKY RECORDED IN COUNTY CLERK'S FILE NO. Y CLERK'S FILE NO. 1995-02 1 14G OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY.

Date: March 18, 2019

From: Billywayne Shoemaker Building Official

Staff Recommendation:

Approve the replat.

Item Summary:

Hold public hearing and upon closing of public hearing approve replat.

Background Information:

Re-plat of Property Located on Crockett Lane in Freeport Texas being an 0.86 ACRE TRACT OF LAND BEING THE SAME 0.84 ACRE TRACT CONVEYED TO MICHAEL K. AND CAROL A. JANSKY RECORDED IN COUNTY CLERK'S FILE NO. Y CLERK'S FILE NO. 1995-02 1 14G OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY.

Special Considerations:

This property is Located on Crockett Lane in Freeport in the City

Financial Impact:

None

Board or 3rd Party recommendation:

Planning and Zoning held their public hearing and vote to approve the re-plat and forward this item to council for final approval.

Supporting Documentation:

Application and copy of plat will be attached.

APPROVED THIS THE _____ DAY OF _____ 2018 BY THE CITY COUNCIL OF THE CITY OF FREEDPORT, BRAZORIA COUNTY, TEXAS.

WARD NO. _____ WARD 7A
WARD NO. _____ WARD 7A
WARD NO. _____ WARD 7A

FREEDPORT PLANNING COMMISSION

APPROVED THIS THE _____ DAY OF _____ 2018 BY THE CITY PLANNING COMMISSION OF THE CITY OF FREEDPORT, BRAZORIA COUNTY, TEXAS.

Home E. Hays
MEMBER
Michael J. Jansky
MEMBER

NOTES:

- 1) THERE ARE NO PERMITS OR PERMISEE ELEMENTS WITHIN THE BOUNDARIES OF THIS PLOT AT THE TIME OF SURVEY.
- 2) ALL DRAINAGE EASEMENTS AND RIGHT-OF-WAYS SHALL BE LEFT CLEAR OF BUILDINGS, FOUNDATIONS, PLANTINGS AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY.
- 3) THIS PROPERTY IS LOCATED WITHIN ZONE "R" AND IS NOT WITHIN THE 100-YEAR FLOOD PLAIN ACCORDING TO THE FLOOD HAZARD MAP OF BRAZORIA COUNTY, TEXAS, DATED NOVEMBER 17, 1988. ANY CONSTRUCTION OF THIS PROPERTY SHALL BE IN ACCORDANCE WITH THE LOCAL GOVERNMENT TO OBTAIN A BUILDING PERMIT BEFORE COMMENCING CONSTRUCTION TO ENSURE PROPER FINISHED FLOOR ELEVATION.
- 4) ALL CORNERS ARE 1/2" IRON RODS, 1/4" IN DIA. SOME CORNERS ARE MARKED WITH A PLASTIC CAP MARKED "SURVEY" THIS 60955 AND ALL BOUNDARIES FOUND.
- 5) THE PURPOSE OF THIS REPORT IS TO MAKE ONE TRACT INTO TWO LOTS.
- 6) LEAVING ORIENTATION WAS BASED ON THE WEST LINE OF THE OLD ACRES TRACT, BEING - SOUTH.

THE BOARD OF SUPERVISORS OF THE VEALCO DRAINAGE DISTRICT DOES NOT WARRANT, REPRESENT OR GUARANTEE:

1. THAT DRAINAGE FACILITIES OUTSIDE THE BOUNDARIES OF THIS SUBDIVISION ARE AVAILABLE TO RECEIVE RUNOFF FROM THE FACILITIES DESCRIBED IN THIS PLAN.
2. THAT DRAINAGE FACILITIES DESCRIBED IN THIS SUBDIVISION ARE ADEQUATE FOR RAINFALL IN EXCESS OF VEALCO DRAINAGE DISTRICT MINIMUM REQUIREMENTS (10" YEAR FREQUENCY).
3. THAT BUILDING ELEVATION REQUIREMENTS HAVE BEEN DETERMINED BY THE VEALCO DRAINAGE DISTRICT.
4. THAT THE DISTRICT ASSUMES RESPONSIBILITY FOR CONSTRUCTION, OPERATION OR MAINTENANCE OF SUPERVISION DRAINAGE FACILITIES.
5. THAT VEALCO DRAINAGE DISTRICT IS RESPONSIBLE FOR FLOOD PLAIN ADMINISTRATION OR THE REVISION OF FLOOD DEVELOPMENT PERMITS.

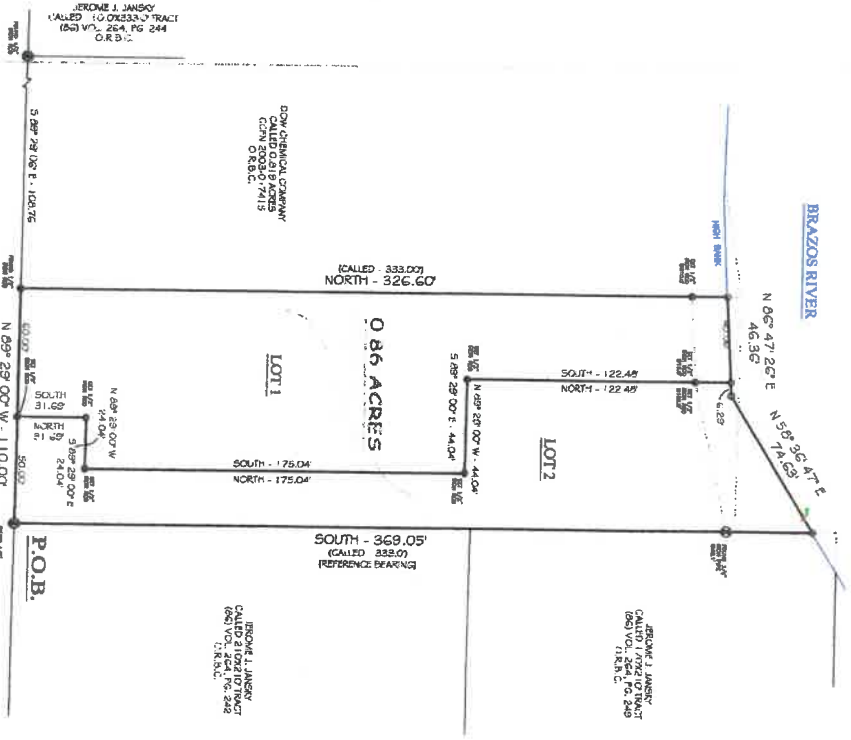
THIS DISTRICT REVIEW IS SOLELY BASED ON THE DOCUMENTATION SUBMITTED FOR REVIEW AND A RELIANCE ON SUBMISSION OF THE REPORT BY THE TRACT OWNER. THE DISTRICT REVIEW IS NOT INTENDED AND SHALL NOT SERVE AS A SUBSTITUTION OF THE OFFICIAL RESPONSIBILITY OF THE DISTRICT ENGINEER OR THE PARTY MAKING THE PLAN OR PLAN HEREIN, THEIR OR HIS PROFESSIONAL OR AGENTS.

Michael J. Jansky
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 12121
DATE: 12-14-18

George K. Lane
VICE CHIEF SURVEYOR
DATE: 12-14-18

CROCKETT LANE SUBDIVISION
BEING A RE-PLAT OF A 0.86 ACRE TRACT OF LAND SITUATED IN THE J.G. AND G.W. MCKEE, SURVEY, ABSTRACT NO. 89, IN BRAZORIA COUNTY, TEXAS, BEING THE SAME 0.84 ACRE TRACT CONVEYED TO MICHAEL K. AND CAROL A. JANSKY RECORDED IN COUNTY CLERK'S FILE NO. Y CLERKS' FILE NO. 1995-021146 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS.

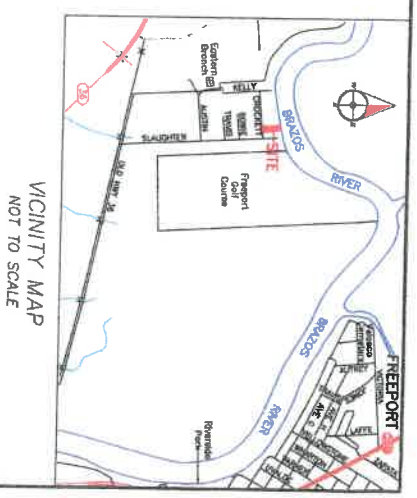
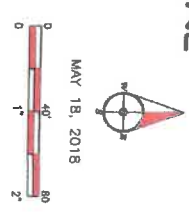
OWNERS: MICHAEL K. & CAROL JANSKY
289 SLAUGHTER ROAD
FREEDPORT, TX 77541



BRAZOS RIVER

CROCKETT LANE

POINT
Surveying & Mapping, LLC
P.O. BOX 3344, Lane Jackson, TX 77566
Phone (773) 235-5373



VICINITY MAP
NOT TO SCALE

Carol A. Jansky
Michael J. Jansky

STATE OF TEXAS - COUNTY OF BRAZORIA
I, MICHAEL K. AND CAROL A. JANSKY, OWNERS OF THE 0.86 ACRE TRACT OF LAND BEING THE SAME CALLED 0.84 ACRE TRACT SITUATED IN THE MCKEE, SURVEY, ABSTRACT NO. 89, BRAZORIA COUNTY, TEXAS, RECORDED IN COUNTY CLERK'S FILE NO. 1995-021146 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS, DO HEREBY MAKE SUBDIVISION OF SAID TRACT ACCORDING TO THE LINES, SUBDIVISION AS A REFLECT OF THE ORIGINALS, AND REPORT AS SHOWN HEREON, AND DESIGNATE SAID STREETS FOR THEIR USE FOREVER, AND DO HEREBY WAIVE ANY CLAIM FOR OR CONSIDERATION OF THE ESTABLISHING OR GRADING AS APPLICABLE FOR THE STREETS OR ALLEYS, OR CONSIDERED BY THE STATE AND DO HEREBY BIND MY SELF, MY HEIRS, SUCCESSORS AND ASSAIGNS, TO WAJABANT AND DEFEND THE TITLE OF THE LAND SO DIVIDED.

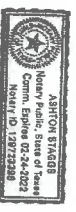
STATE OF TEXAS - COUNTY OF BRAZORIA
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, MICHAEL K. JANSKY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 2nd DAY OF November 2018.



STATE OF TEXAS - COUNTY OF BRAZORIA
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, CAROL A. JANSKY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 2nd DAY OF November 2018.



STATE OF TEXAS - COUNTY OF BRAZORIA
I, GEORGE K. LANE, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THIS STATE OF TEXAS, DO HEREBY CERTIFY THAT I HAVE PLATED THE ABOVE SUBDIVISION PER MY ACTUAL SURVEY AND THAT THE TRACTS THEREON AND ALL LOTS ARE CORRECTLY MARKED WITH 1/2" IRON RODS SET MARKED WITH A CAP LABELED WITH THE NUMBER 60955, AND THIS PLAN CORRECTLY REPRESENTS THAT SURVEY MADE UNDER MY SUPERVISION.
GEORGE K. LANE 818
REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSE NO. 8888





by Brimage
Mayor

Tim Kelly
City Manager

City Council Agenda Item #5

Title: Public hearing to consider the approval of a proposed Re-plat of Lot 2B out of C. Henninger Subdivision and also recorded in County Clerk’s File NO. 17-064328 of the Brazoria County Official Records and the closure of a 0.291 acre tract out of the Velasco Drainage District Tract as Recorded in Clerk’s File No. 2018053616 of the Brazoria County Official Records in the C. Henninger Survey Abstract 211, City of Freeport, Brazoria County, Texas; and consideration of approving such replat.

Date: March 18, 2019

From: Billywayne Shoemaker Building Official

Staff Recommendation: Approve the replat.

Item Summary: Hold public hearing and upon closing of public hearing approve replat.

Background Information: Owners of this property are requesting the re-plat for lot development.

Special Considerations: This property is located in the City, on Front Street at the end of Hudgens Street

Financial Impact: None

Board or 3rd Party recommendation:

Planning and Zoning held their public hearing and vote to approve the re-plat and forward this item to council for final approval.

Supporting Documentation: Application and copy of plat will be attached.



STATE OF TEXAS
COUNTY OF BRAZORIA
BEFORE ME, the undersigned authority, on this day personally appeared
THOMAS C. WACHSNETTER, known to me to be the person whose name is subscribed to the
foregoing instrument, and acknowledged to me that he executed the same
for the purposes and considerations therein stated.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 21st DAY OF FEBRUARY, 2019.

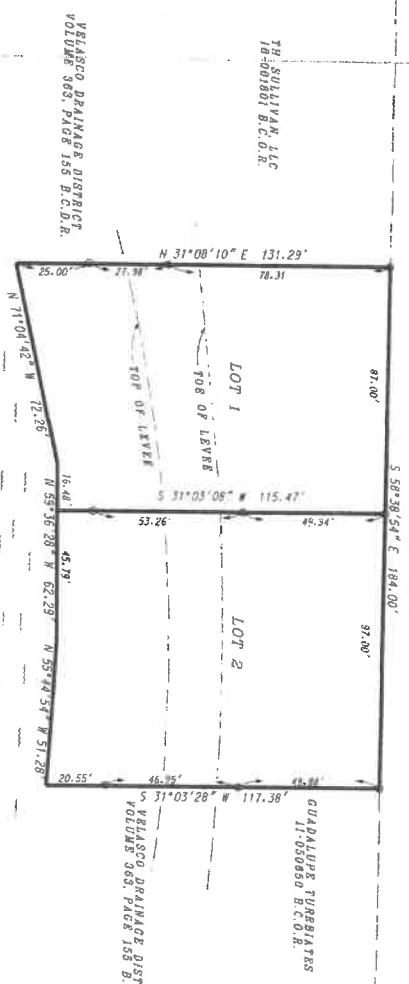
STATE OF TEXAS
COUNTY OF BRAZORIA
BEFORE ME, the undersigned authority, on this day personally appeared
RON SPEIN, known to me to be the person whose name is subscribed to the
foregoing instrument, and acknowledged to me that he executed the same
for the purposes and considerations therein stated.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 21st DAY OF FEBRUARY, 2019.



STATE OF TEXAS
COUNTY OF BRAZORIA
BEFORE ME, the undersigned authority, on this day personally appeared
RON SPEIN, known to me to be the person whose name is subscribed to the
foregoing instrument, and acknowledged to me that he executed the same
for the purposes and considerations therein stated.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 21st DAY OF FEBRUARY, 2019.



STATE OF TEXAS
COUNTY OF BRAZORIA
BEFORE ME, the undersigned authority, on this day personally appeared
RON SPEIN, known to me to be the person whose name is subscribed to the
foregoing instrument, and acknowledged to me that he executed the same
for the purposes and considerations therein stated.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 21st DAY OF FEBRUARY, 2019.



APPROVED BY THE CITY COUNCIL OF THE CITY OF FREEPORT,
BRAZORIA COUNTY, TEXAS, ON THIS THE _____ DAY
OF _____, 2019.

TWO: BRUNGE, MATSON
COUNCILMEMBER: KEN GREEN
WARD A
COUNCILMEMBER: SANDRA LORTZ
WARD 2
COUNCILMEMBER: ROY YATES
WARD 0

OWNERS:
PAUL T. RYON
P. O. BOX 2766
FREEPORT, TEXAS 77544
RON SPEIN
185 ZIMMIA STREET
LAKE JACKSON, TEXAS 77566

REPLAT OF
LOT 2B
OF
C-HENNINGER SUBDIVISION
AND ALSO RECORDED IN
COUNTY CLERK'S FILE NO. 17-084328
OF THE
BRAZORIA COUNTY OFFICIAL RECORDS
AND THE CLOSURE
OF A 0.281 ACRE TRACT
OUT OF THE VELASCO DRAINAGE
DISTRICT TRACT AS
RECORDED IN CLERK'S FILE
NO. 2010053018

APPROVED BY THE PLANNING BOARD OF THE CITY OF FREEPORT,
BRAZORIA COUNTY, TEXAS, ON _____ DAY OF _____,
2019.

MEMBER: ERIC HANES
MEMBER: ERIC HANES
MEMBER: MICHAEL HENEST
MEMBER: ANDREW R. DILL

- NOTES:
1. ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE TEXAS
STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83).
2. ● DENOTES FOUND IRON ROD
3. ○ BEARINGS SET BY IRON ROD W/ICE
4. NO TITLE COMMITMENT WAS REQUIRED FOR THIS SURVEY, THERE
FORE, THERE IS NO RECORD WHICH AFFECTS THIS PROPERTY, NOT
WITHSTANDING THE DATE OF THIS SURVEY.
5. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE LIMITS OF
MAPPING TERMS OF RECORD WHICH AFFECT THIS PROPERTY, NOT
WITHSTANDING THE DATE OF THIS SURVEY.
6. BUILDING LINES MAY BE SUBJECT TO THE CITY OF FREEPORT
ZONING AND ZONE ACT, AS FOLLOWS:
7. THE PURPOSE OF THIS REPLAT IS TO DIVIDE THE PROPERTY
INTO LOTS.
8. COMPLETION OF SURVEY INCLUDES THE CLOSURE ACROSS
SUBJECT PROPERTY, LEVELS AND ASSURANCES THE CLOSURE
MAY BE SUBJECT TO THE CITY OF FREEPORT ZONING AND ZONE
ACT, AS FOLLOWS:
9. APPROVAL OF THE CITY OF FREEPORT

BRAZORIA COUNTY OFFICIAL RECORDS
C. HENNINGER SURVEY
ABSTRACT 211
CITY OF FREEPORT
BRAZORIA COUNTY, TEXAS
JANUARY 2019

Doyle & Wachsnetter, Inc.
Surveying and Mapping Services
111 Commerce Street, Suite 1000
Freeport, Texas 77541
Phone: 409-336-4922 Fax: 409-336-5940 Email: info@dwinc.com



1. TERRY S. HINES, REGISTERED PROFESSIONAL LAND SURVEYOR
DO HEREBY CERTIFY THAT I HAVE REVIEWED THE REPLICATION OF A
SURVEY MADE UNDER MY SUPERVISION, ON THE ORIGINAL REPRESENTATION OF A
NO EXCESSES NOR VIOLATIONS ON THIS PROPERTY, EXCEPT AS SHOWN.
DATE SURVEYED: DECEMBER 10, 2018

CHATELAIN: TERRY S. HINES
SECRETARY: ROBERT HANLEY
DATE: 2-11-19



City Council Agenda Item #6

Title: Administration/Professional Services for CDBG – Disaster Recovery to be awarded to Grant Works.

Date: 03/11/2019

From: Christopher D. Motley, Fire Chief

Staff Recommendation: Staff requests authorization to award Grant Works the Administration/Professional Services for Community Block Grant program for disaster recovery.

Item Summary: The City of Freeport received an award letter for a Community Development Block Grant – Disaster Recovery (CDBG-DR funds from Hurricane Harvey distributed by Houston Galveston Area Council (HGAC) for local infrastructure. The awarded amount of \$193,271.00 is allotted for local infrastructure activities to address economic revitalization or infrastructure activities that contribute to long term recovery and restoration of housing. The City of Freeport posted an RFP with a submission deadline on March 6, 2019. The City of Freeport emailed copies of the RFP to at least four administrative/professional services in the State of Texas including minority business Enterprises, Small Business, and Woman Business Enterprise. The RFP proposal responses received was one. At the time of submission deadline. The RFP was reviewed and evaluated. It is recommend based on cost of services, the City of Freeport work experience with the respondent since Hurricane Ike and within Brazoria County.

Background Information: The Texas General Land Office (GLO), which coordinates the state's disaster recovery efforts, released a Hurricane Harvey Action Plan for the distribution of \$5.024 billion in Community Development Block Grant-Disaster Recovery (CDBG-DR) funds. The resources come from the first disaster supplemental appropriation Congress passed in September 2017

Special Considerations: None

Financial Impact: Each CDBG grant has a portion of the funding eligible to address the administrative cost. This CDBG-DR grant is eligible for eleven percent administrative cost. Grant Works proposal is within the eleven percent of the administrative cost of the CDGB-DR program. Grant Administrative Services has no impact to the City of Freeport

Board or 3rd Party recommendation: None

Supporting Documentation:

Resolution 2019-2575

Draft Agreement

RESOLUTION 2019-5275

CITY OF FREEPORT, TEXAS, AUTHORIZING THE SELECTION OF A PROFESSIONAL SERVICE PROVIDER FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY PROJECT.

WHEREAS, the CDBG – Disaster Recovery (CDBG-DR) contract requires implementation by professionals experienced in the administration of federally-funded disaster recovery projects;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Proposals (RFP) process for administration services has been completed in accordance with GLO-CDR requirements;

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive providers for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources

NOW, THEREFORE, BE IT RESOLVED:

- Section 1. That **Grant Works** be selected to provide CDBG application and project-related **administration services** for the CDBG-Disaster Recovery project.
- Section 2. That any and all project-related services contracts or commitments made with the above-named service provider are dependent on the successful negotiation of a contract with the service provider.

PASSED AND APPROVED ON _____, 2019.

APPROVED:

City Mayor

ATTEST:

City Secretary

GRANT ADMINISTRATION SERVICES

PART I - AGREEMENT

THIS AGREEMENT, EFFECTIVE ON THE DATE OF SELECTION BY THE **COUNCIL/COURT**, MADE ON THE ____ DAY OF _____, 2017 BY AND BETWEEN THE «CITY_OF» «CLIENT», hereinafter referred to as the Client, and GRANTWORKS, INC., Austin, Texas, hereinafter referred to as the Consultant, procured in conformance with Local Government Code 252/262 and 2 CFR Part 200.

I. SCOPE OF SERVICES

Consultant agrees to render Client grant administration services for Client's U.S. Department of Housing and Urban Development Community Development Block Grant – Disaster Recovery ("CDBG-DR") funds Contract Number «Contract», administered by the Texas General Land Office ("GLO") for damage sustained from **Hurricane Harvey** **Presidentially declared flooding**, as provided in the provisions titled, "Part III, Scope of Work" and attached hereto and incorporated by reference herein (the "Services").

II. TIME OF PERFORMANCE

The time of services of Consultant shall commence no earlier than upon execution of this agreement. In any event, Consultant shall use commercially reasonable efforts to perform all services required and performed hereunder within either 730 calendar days or the project's administrative closure date, as defined by GLO, whichever is later.

III. COMPENSATION AND METHOD OF PAYMENT

For and in consideration of the foregoing, Client agrees to pay Consultant a fixed fee of **Twenty-One Thousand Two Hundred and no/100 Dollars, (\$21,200.00)** in accordance with the following schedule. All payments are conditioned upon submission of invoices by Consultant. Listing of specific milestones shall not be construed as a representation or warranty, and Consultant makes no representations or warranties that these milestones measure overall contract progress facilitated by the Consultant's performance of the services, and any particular milestone will be achieved or that any specific GLO or other requirements ultimately will be met. The fee schedule shall be based upon identified contract milestones, as follows:

Administrative Services Milestones	Fee	Progress
Project Kick-Off and Startup Package - signatory form; audit certification; labor standards designations; direct deposit form; acquisition report submitted if applicable	\$ 2,805.00	15%
Environmental Notice to Proceed*	\$ 2,805.00	30%
Environmental Review Record complete - Authority to Use Grant Funds issued	\$ 3,740.00	50%
Bid Advertised	\$ 1,870.00	60%
Construction Notice to Proceed	\$ 4,675.00	85%
Construction Complete, Final Wage Compliance Report issued	\$ 1,870.00	95%
Closeout Packet submitted and approved	\$ 935.00	100%
ADMINISTRATION SUBTOTAL	\$ 18,700.00	

Environmental Services	Fee	Progress
Environmental Review Record complete - Authority to Use Grant Funds issued	\$ 2,500.00	100%

TOTAL \$ 21,200.00

***By signing this Agreement, Client issues Notice to Proceed for environmental services and all other administrative services.**

IV. ADDITIONAL SERVICES

- A. If authorized by Client, the Consultant shall furnish Additional Services of the following types which are not considered normal or customary Administrative Services; these will be paid for by the Client at an hourly rate of Ninety-five and no/100 Dollars (\$95.00).
1. Reassessment of the environmental review, republication of environmental notices, and other actions necessary to re-secure clearance from the GLO required by an amendment, other Contract modification, or a change in GLO policy or practice.
 2. Additional door-to-door income survey work required as part of an amendment, other Contract modification, or a change in GLO policy or practice.
 3. New and/or additional acquisition activities resulting from unknown needs prior to project initiation, site changes, and/or condemnation proceedings.
 4. Preparing to serve, or serving, as a consultant or witness for Client in any litigation, other legal or administrative proceeding involving this project.
 5. Preparation of financial statements and records such as audits, check registers, and ledgers that are required for project implementation and are typically generated by the Client in the normal course of business.
 6. Additional or extended services made necessary by: 1) a significant amount of defective work of any construction contractor, consulting engineer and/or architect; 2) prime construction contractor utilizing more than three (3) sub-contractors; 3) more than two (2) prime construction contracts; 4) force account documentation for labor, equipment and materials valued at over \$25,000; 5) default of any construction contractor, consulting engineer and/or architect.
- B. Fees for any professional services required to carry out project-related activities that must be furnished by a third-party professional including but not limited to Phase I or II environmental assessments or services by an accountant, appraiser, archaeologist, architect, attorney, auditor, biologist or other natural scientist, engineer, historic preservationist, or surveyor, shall be in addition to the base fee payable to Consultant specified in Section III. Expenditures for such services shall require prior approval by Client.

V. CHANGES AND AMENDMENTS

The Client may, from time to time, request changes in the scope of services of the consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon by and between the Client and the Consultant and shall be incorporated in written amendments to this Agreement. If a change is requested but the parties cannot agree on the specific terms of such change, the parties may mutually agree to terminate this Agreement. Absent such agreement to terminate, the Agreement will continue without the change.

VI. ASSIGNABILITY

Neither party shall assign any interest in this Agreement or transfer any interest in the same, without the prior written consent of the other party, not to be unreasonably withheld, provided, however, that claims for money by the Consultant from the Client under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished reasonably promptly to the Client.

VII. RECORDS AND AUDITS

During the term of this Agreement, the Consultant shall assist the Client in maintaining fiscal records and supporting documentation for all expenditures of funds made under the Contract. Such records must include data on racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under the Contract. Client shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.

VIII. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in the county in which Client's primary office is located.
- B. Binding Effect; No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and permitted assigns. This Agreement does not and is not intended to confer any rights or remedies to any person other than the parties to this Agreement.
- C. Severability. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- D. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursement in addition to any other relief to which such party may be entitled.
- E. Provision of Information. It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined in this Agreement shall be furnished to the Consultant by the Client and its agencies. No charge will be made to Consultant for such information and the Client and its agencies will cooperate with Consultant in every way possible to facilitate the performance of the work described in this Agreement.
- F. Local Program Liaison. For purposes of this Contract, the «Official Title» or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Consultant. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
- G. Waiver of Consequential Damages. Neither party will be liable to the other party or any other person or entity for any special, incidental, indirect, consequential, punitive or exemplary damages arising out of or relating to this Agreement, regardless of the form of action and whether or not such party has been informed of or otherwise might have anticipated the possibility of such damages.
- H. Limitation of Liability. Each party agrees that, regardless of the type, nature or number of causes of action or claims by the Client (including without limitation claims for indemnity under this Agreement) or any third party claiming by, through or under the Client, the maximum amount of damages, individually or in the aggregate, that either party will be liable for or can be required to pay to the other or any other claimant is the amount of fees to be paid to the Consultant by the Client under this Agreement. The parties agree that this limitation of damages is reasonable and acknowledge that but for this limitation, neither party would enter into this Agreement.
- I. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with regard to contemporaneous understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.
- J. Negotiated Terms. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against either party by reason of the extent to which such party or its professional advisors participated in the preparation of this Agreement.

- K. Ownership of Work and Copyright. The parties agree that the Consultant retains all ownership rights to forms, reports, and other documents produced in whole or in part under this Agreement until such documents are completed as contemplated under this Agreement and placed in the official Contract record or submitted as final documents to the Client or the GLO. Consultant shall retain all ownership rights to templates, internal tracking systems, and other documents produced by Consultant that have a common use applicable to multiple clients and are not produced specifically for the Client under this Agreement. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.
- L. Remedies, Alternative Dispute Resolution, and Program Non-Compliance. The parties hereto agree to resolve all disputes arising hereunder in accordance with this section. If a dispute arises out of or relates to this Agreement or any alleged breach hereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG-DR program requirements, the party desiring to resolve such dispute shall deliver a written notice of the dispute, including the specific claim in the dispute to the other party. Following the delivery of such notice, the parties involved in the dispute shall meet at least twice within the thirty (30) day period commencing with the date of the notice and in good faith shall attempt to resolve such dispute through negotiation. If any dispute is not resolved or settled by the parties as a result of such negotiation, the parties in good faith shall submit the dispute to non-binding mediation before a retired judge of a federal district court or Texas district court or a similarly qualified, mutually agreeable individual in Austin, Texas. The parties shall bear the costs of such mediation equally. If the dispute is not resolved through such mediation, either party may proceed to file suit.
- M. Force Majeure. A "Force Majeure Event" means any event or cause beyond a party's reasonable control (including without limitation, construction delays, fire, flood, rain, weather, casualty, explosions, damage by third parties whether negligently or intentionally caused, strikes, work stoppages, picketing, acts of God or other casualties, or the laws or actions of any governmental authority), as a result of which at any time a party is unable to perform any of its obligations under this Agreement. If a Force Majeure Event occurs during the term of this Agreement that prevents the Consultant from performing its obligations hereunder, the Consultant and the Client will in good faith mutually agree on one of the following alternatives: (1) extend the time for performance, or (2) terminate this Agreement and, as mutually agreed, cause the payment to Consultant of fees not yet paid for services performed prior to the occurrence of the Force Majeure Event or cause the refund to Client of fees previously paid for services that were not performed prior to the occurrence of the Force Majeure Event.

IX. TERMS AND CONDITIONS

This Agreement is subject to the provisions titled "Part II Terms and Conditions", "Part III Scope of Basic Services" and "Attachments A-E," which each are attached hereto and hereby are incorporated by reference.

IN WITNESSETH HEREOF, the Client and the Consultant have executed this Agreement as of the date indicated above.

**GrantWorks, Inc.
2201 Northland Drive
Austin, TX 78756**

**«City_of» «Client»
«Address»
«ClientsCity», Texas «Zip_Code»**

**Bruce J. Spitzengel
President**

BY: _____
«Official_Title»

ATTEST:

BY: _____
City Secretary/County Clerk

**GRANT ADMINISTRATION SERVICES
PART II - TERMS AND CONDITIONS**

1. **PERSONNEL.** The Consultant represents it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. The Consultant may subcontract any of the work or services covered by this Agreement, provided that (a) any subcontracted work or services must be the subject of a written approval written contract or agreement, (b) the Consultant shall be responsible to Client for the acts or omissions of any such subcontractor, and (c) such subcontractors shall be subject to the requirements of the program.
2. **REPORTS AND INFORMATION.** The Consultant, at such times and in such forms as the Client may reasonably require, shall furnish the Client periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
3. **RECORD RETENTION.** In accordance with 2 CFR 200.333, Consultant shall provide to Client all records pertinent to the Contract. Client shall retain all required records for at least three (3) years after making final payments and all other pending matters are closed.
4. **ACCESS TO RECORDS.** In accordance with 2 CFR 200.336, during the Agreement's time of performance the grantee, the subgrantee, the Federal grantor agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers, and records maintained by the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.
5. **FINDINGS CONFIDENTIAL.** All of the reports, information, data, etc., prepared or assembled by the Consultant under this Agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Client except where required by law or by court order.
6. **COMPLIANCE WITH LOCAL LAWS; INDEMNIFICATION.** Consultant shall comply with the requirements of all applicable laws, rules and regulations, and shall, indemnify, and hold harmless the Client from and against them, and shall indemnify and hold harmless the Client from and against liability for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws associated solely with Consultant's performance of the services required to be performed by Consultant under this Agreement.
7. **TERMINATION OF AGREEMENT FOR CAUSE.** In accordance with 2 CFR 200 APPENDIX II (B) If the Consultant shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall provide written notice to Consultant reasonably specifying the failure or violation. If Consultant fails to cure such failure or violation within five (5) business days of receiving such notice or, if the failure or violation is incapable of cure within such time frame, to begin to take actions to cure such failure or violation and to diligently pursue them to completion, Client thereupon shall have the right to terminate this Agreement immediately by giving written notice to the Consultant. Consultant shall be entitled to receive

just and equitable compensation for any work satisfactorily completed hereunder. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.

8. **TERMINATION OF AGREEMENT FOR CONVENIENCE.** Either the Client or the Consultant may terminate this Agreement at any time by providing at least ten (10) days' notice in writing to the other party to this Agreement. If the Agreement is terminated as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.
9. **CONFLICTS OF INTEREST**
 - A. **Governing Body:** Client agrees that no member of its governing body, no other public official of Client, and no other officer, employee, or agent of the Client who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement, and Client shall take appropriate steps to assure compliance with this requirement.
 - B. **Other Local Public Officials.** No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG award between the GLO and the City/County shall have any personal financial interest, direct or indirect, in the Consultant or this Agreement; and the Consultant shall take appropriate steps to assure compliance.
 - C. **Consultant and Employees.** The Consultant warrants and represents that it has no conflict of interest associated with the CDBG award between the GLO and the Client or this Agreement. The Consultant further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG award between the GLO and the Client or in any business, entity, organization or person that may benefit from the award. The Consultant further agrees that it will not employ an individual with a conflict of interest as described herein.
10. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).**

The Consultant certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Consultant. The Consultant understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
11. **GENERAL TERMS REGARDING THIRD-PARTY SERVICES**

Some services will be performed by third-party service providers.

Assistance by Consultant with (1) verification of construction contractors or other service contractors, (2) selection of bid award winners, or (3) any other activity relating to contractors, subcontractors, bid award winners or any other third party not directly engaged through a written

agreement with Consultant to provide services required to be provided by Consultant under this Agreement (collectively "Third Parties") is not intended to be and shall not be construed as an endorsement, representation or warranty by Consultant of any kind relating to such Third Party Service Providers or of the quality of such Third Parties work, and all such endorsements, representations or warranties hereby are expressly disclaimed.

Assistance by Consultant with the fulfillment of any requirements imposed by Third Parties, governmental or otherwise, shall not be construed as a representation or warranty, and Consultant makes no representations or warranties, that any particular requirement will be achieved or met, and Consultant assumes no responsibility for the achievement or failure to achieve such requirements.

All assistance by Consultant described in this Agreement based on information provided by Third Parties shall be considered information provided by Client, and Consultant shall be entitled to rely on such information without any additional duty of inquiry or investigation.

12. **FEDERAL COMPLIANCE.** During the term of this Agreement, the parties shall comply with all Federal laws, regulations, and rules including the following:
- A. **CIVIL RIGHTS ACT OF 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 - B. **SECTION 504 REHABILITATION ACT OF 1973, as amended.** The Consultant agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
 - C. **AGE DISCRIMINATION ACT OF 1975.** The Consultant shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
 - D. **SECTION A109 OF THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1974.**
 - i. Under Title VI of the Civil Rights Act of 1964, no person shall on the ground of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.
 - E. **EQUAL OPPORTUNITY CLAUSE.** During the performance of this Agreement, the Consultant agrees as follows:
 - i. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- ii. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Consultant will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.
- iv. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

F. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

- a. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- b. Affirmative steps must include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

13. ECONOMIC OPPORTUNITIES FOR SECTION 3 RESIDENTS AND SECTION 3 BUSINESS CONCERNS.

- A. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the GLO issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The Client shall require each contractor to send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The Client shall require that this Section 3 clause is included in every contract or subcontract for work in connection with the project and will, take appropriate action upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Client shall not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will terminate any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with

requirements of the regulations. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the GLO issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
- F. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- G. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- H. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

14. REPORTING REQUIREMENTS. The Consultant shall comply with the requirements and regulations pertaining to reporting (24 CFR 85.36 (i) (7))

15. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "rights to inventions made by nonprofit organizations and small business firms under government grants, contracts and cooperative agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (F))

16. COPYRIGHTS AND RIGHTS IN DATA. The Consultant shall comply with the requirements and regulations pertaining to copyrights and rights in data. (24 CFR 85.36 (i) (9)).

17. **ENERGY EFFICIENCY.** The Consultant shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871). (2 CFR 200 APPENDIX II (H) and 42 U.S.C. 6201).

18. **VERIFICATION NO BOYCOTT ISRAEL.** As required by Chapter 2270.002, Government Code, the Consultant hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

19. **NO FOREIGN TERRORIST ORGANIZATIONS.** Pursuant to Chapter 2252.152, Texas Government Code, the Consultant represents and certifies that, at the time of execution of this Agreement neither the Consultant, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

**AGREEMENT FOR GRANT ADMINISTRATION SERVICES
PART III - SCOPE OF WORK**



**TEXAS GENERAL LAND OFFICE
GRANT ADMINISTRATION SERVICES
SCOPE OF WORK**

SCOPE OF SERVICES REQUESTED.....
DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS.....
GRANT ADMINISTRATION SERVICES – INFRASTRUCTURE.....

SCOPE OF SERVICES REQUESTED

Providers will help Client and the GLO fulfill State and Federal Community Development Block Grant Disaster Recovery ("CDBG-DR") statutory responsibilities related to recovery in connection with any federally declared disaster. Providers will assist in completion of CDBG-DR qualified housing or non-housing projects. Respondents may be qualified to provide Grant Administration services for housing projects, non-housing projects, or both. Grant administrative services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Consultant shall furnish pre-funding and post-funding grant administrative services to complete the disaster recovery projects, including, but not limited to the following:

Pre-Funding Services

Grant Administrator will develop project scope and complete CDBG-DR application. The provider will work with the subrecipient and Engineering, if applicable, to provide the concise information needed for submission of complete disaster recovery funding application and related documents. The required information shall be submitted in a format to be described by the GLO.

Post-Funding Services

Grant Administrator will administer and complete infrastructure, utilities, housing and eligible projects approved for disaster recovery funding. The selected administrative firm must follow all requirements of the Texas CDBG Disaster Recovery program.

Grant Administration Services – General

(a) Administrative Duties:

- i. Coordinate, as necessary, between subrecipient and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontractor and GLO to effectuate the services requested.
- ii. May assist in public hearings.
- iii. Will work with GLO's system of record.
- iv. Provide monthly project status updates.
- v. Funding release will be based on deliverables identified in Section 3.
- vi. Labor and procurement duties:
 - a. Provide all Labor Standards Officer (LSO) Services.
 - b. Ensure compliance with all relevant labor standards regulations.
 - c. Ensure compliance with procurement regulations and policies.
 - d. Maintain document files to support compliance.

vii. Financial duties:

- a. Prepare and submit all required reports (Section 3, Financial Interest, etc.).
- b. Assist subrecipient with the procurement of audit services.
- c. Assist subrecipient in establishing and maintaining a bank account for disaster recovery funds.
- d. Implementation and coordination of Affirmatively Furthering Fair Housing ("AFFH") requirements as directed by HUD and the GLO.
- e. Implementation and coordination of Section 504 requirements.
- f. Program compliance.
- g. Ensure that fraud prevention and abuse practices are in place and being implemented.
- h. Prepare and submit all closeout documents.
- i. Submit all invoices no later than 60 days after the expiration of the contract. All outstanding funds may be swept after 60 days. The provider may request an extension of this requirement in writing.
- j. Assist in preparation of contract revisions and supporting documents including but not limited to:
 - Amendments/modifications,
 - Change orders.

(b) Construction Management

- i. The provider will assist the subrecipient in submitting/setting up project applications in the GLO's system of record.
- ii. The provider may compile and collate complete contract/bid packages that meet GLO program requirements. The packages will contain supporting documentation that meets or exceeds the requirements of the GLO's program. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
- iii. The provider may monitor, report, and evaluate contractor's performance; notify the subrecipient if the contractor(s) fails to meet established scheduled milestones. Receive, review, recommend, and process any change orders as appropriate to the individual projects.

- iv. The provider may assist the subrecipient with project Activity Draws/Close Out.
- v. The provider may assist the subrecipient by submitting all the necessary documentation for draws and to close a project activity in the GLO's system of record. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet GLO program requirements for draw requests. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
- vi. Reassignment scope alignment (if necessary).

Grant Administration Services – Infrastructure

a) Administrative Duties:

- i. Ensure program compliance including all CDBG-DR requirements and all parts therein, current Federal Register, etc.
- ii. Assist subrecipient in establishing and maintaining financial processes.
- iii. Obtain and maintain copies of the subrecipient's most current contract including all related change requests, revisions and attachments.
- iv. Establish and maintain record keeping systems.
- v. Assist subrecipient with resolving monitoring and audit findings.
- vi. Serve as monitoring liaison.
- vii. Assist subrecipient with resolving third party claims.
- viii. Report suspected fraud to the GLO.
- ix. Submit timely responses to the GLO requests for additional information.
- x. Complete draw request forms and supporting documents.
- xi. Facilitate outreach efforts, application intake, and eligibility review.
- xii. Perform any other administrative duty required to deliver the project.
- xiii. Utilize and assist with GLO's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.
- xiv. Submit change requests and all required documentation related to any change requests.

(b) Acquisition Duties*:

- i. Submit acquisition reports and related documents.
- ii. Establish acquisition files (if necessary).
- iii. Complete acquisition activities (if necessary).

(c) Environmental Services

- i. Assist detailed scope of services
 - a. Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
 - b. Prepare, complete and submit HUD required forms for environmental review and provide all documentation to support environmental findings;
 - c. Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
 - d. Be able to perform or contract special studies, additional assessments, or

permitting to secure environmental clearance. These may include, but are not limited to biological assessments, wetland delineations, asbestos surveys, lead-based paint assessments, archeology studies, architectural reviews, Phase I & II ESAs, USACE permits, etc.;

- e. Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
- f. Maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization;
- g. Complete and submit the environmental review into GLO's system of record;
- h. At least one site visit to project location and completion of a field observation report
- i. Prepare and submit for publication all public notices including, but not limited to the Notice of Finding of No Significant Impact (FONSI), Request for Release of Funds floodplain/wetland early and final notices in required order and sequence;
- j. Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
- k. Process environmental review and clearance in accordance with NEPA;
- l. Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
- m. Prepare and submit Monthly Status Report; and
- n. Participate in regularly scheduled progress meetings.

*Acquisition Activities may not be required in each project other than the submittal of an "acquisition report" documenting no activities. GrantWorks will assist in facilitating additional acquisition services that may be required, including any or all of the following activities: obtaining documentation of property ownership, correspondence and notifications to property owners, negotiations between the Client and property owners, requesting signatures, filing records, CAD-based fair market value estimates, coordinating the services of appraisers, surveyors, or other third parties. Costs for any third-party acquisition services shall be paid from the Acquisition line item.



City Council Agenda Item #7

Title: Consideration of an Ordinance approving Amendment One to the Industrial District Agreement of December 2011 between the City of Freeport Neighboring cities and various Industries and authorizing the Mayor to sign the contract amendment.

Date: March 18, 2019

From: Tim Kelty, City Manager

Staff Recommendation: Staff recommends the approval by Council of the Amendment to the Industrial District Agreement.

Item Summary: The City of Freeport along with the cities of Clute and Lake Jackson entered into a 15-year Industrial District Contract with BASF, DOW Chemical, and Brock Straton Ridge companies in December of 2015. This Agreement which currently expires in 2026 represents the largest Industrial District contract in which the City is currently engaged. The proposed amendment extends the term of the agreement resetting the clock to the original 15-year term, so that the new expiration would be 2033. All other terms and conditions of the agreement remain as is.

Background Information: Changes were proposed in Austin during the State’s last legislative session that threatened the future of our ability to enter into industrial district contracts. Last minute changes were made before the bills were adopted that prevented what would have amounted to long-term cataclysmic financial impact to the city. Again, what we feared would happen when this item was discussed in early January is happening. This session a bill is currently under consideration in both houses of the legislature that threatens the future of these contracts. We are working to try to effect changes to the legislation that would again negate the harmful effects, but the outcome is not certain.

Revenue from this one industrial contract is budgeted this year as the single largest source of revenue supporting the General Fund, larger than Property Tax from all other tax payers, larger than all sales tax revenue.

If adopted, it would ensure the revenue at least until 2033. As this is the largest of the Industrial agreements it is our intent once adopted to pursue similar amendments with our smaller industrial district partners.

Financial Impact: Potentially unmeasurable

Board or 3rd Party recommendation: this is something we are collaborating on with Clute and Lake Jackson who have already agreed to the effort.

Supporting Documentation: Ordinance and Amendment One

Ordinance No. 2019-2569

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS; EXTENDING THE INDUSTRIAL DISTRICT AGREEMENT BETWEEN DOW, BASF, THE CITY LAKE JACKSON, THE CITY OF CLUTE, THE CITY OF FREEPORT AND BROCK STRATTON RIDGE, LLC; PROVIDING THAT ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH SHALL BE REPEALED; PROVIDING A SAVINGS CLAUSE; PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION

WHEREAS, on November 21, 2011, under Section 42.044 of the Texas Local Government Code, the City of Freeport created the Brazosport Industrial District;

WHEREAS, the City of Freeport entered into an industrial district agreement for the Brazosport Industrial District with Dow, BASF, the City of Clute, the City of Lake Jackson and Brock Stratton Ridge, LLC; and

WHEREAS, the parties to the Agreement now wish to extend the term of the Agreement.

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

SECTION 1. That the City of Freeport, Texas is hereby authorized to enter into an agreement with Dow, BASF, Brock Stratton Ridge, LLC, and the cities of Clute and Lake Jackson to extend the term of the Industrial District Agreement up to and including the year 2033.

SECTION 2. That the Mayor of the City of Freeport is hereby authorized to execute and the City Secretary attest said extension.

SECTION 3. That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict only.

SECTION 4. That if any part or portion of this ordinance shall be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair any remaining portions or provisions of this ordinance.

SECTION 5. That this ordinance shall be passed and become effective from and after the date of its adoption.

PASSED AND APPROVED this 18th day of March 2019.

Troy T. Brimage, Mayor
City of Freeport, Texas

ATTEST:

Laura Tolar, Assistant City Secretary
City of Freeport, Texas

APPROVED AS TO FORM:

Wallace Shaw, City Attorney
City of Freeport, Texas

**AMENDMENT ONE TO THE
INDUSTRIAL DISTRICT AGREEMENT OF**

DECEMBER 2011

by and among

BASF CORPORATION

and

THE DOW CHEMICAL COMPANY

and

BROCK STRATTON RIDGE, LLC
(formerly The Brock Interests)

and

THE CITY OF LAKE JACKSON, TEXAS

and

THE CITY OF FREEPORT, TEXAS

and

THE CITY OF CLUTE, TEXAS

(Collectively referred to as the "Parties")

WHEREAS, the Parties entered into an Industrial District Agreement effective December 1, 2011 (the Agreement) to guarantee the continuation of the extraterritorial status of certain lands indentified in Exhibits A, B, C, and D of the Agreement; and

WHEREAS, the Agreement's term expires on December 1, 2026; and

WHEREAS, the parties have agreed to extend the Agreement's term to December 1, 2033;

NOW THEREFORE, for and in consideration of the mutual promises, covenants, and obligations set forth below, the Parties, each and separately by this instrument, contract and agree as follows:

AGREEMENT

1.

Revision of Term

Section V of the Agreement is hereby amended to revise the term of the Agreement to December 1, 2033. All other terms of the Agreement shall remain the same and in effect.

2.

Effective Date

The effective date of this Amendment is December 1, 2018 regardless of whether execution by all parties shall have occurred by December 1, 2018.

3.

Miscellaneous

This Amendment embodies the entire agreement of the Parties relating to the subject matter hereof. If there is any conflict between this Amendment and the Agreement, this Amendment shall control. This instrument may be executed in multiple copies, each of which fully executed shall be deemed to be an original.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date set forth above.

[Execution page follows]

THE DOW CHEMICAL COMPANY

By _____

Title _____

BROCK STRATTON RIDGE, LLC

By _____

Title _____

CITY OF LAKE JACKSON

By _____

Title _____

CITY OF FREEPORT

By _____

Title _____

CITY OF CLUTE

By _____

Title _____

BASF CORPORATION

By _____

Title _____

ATTESTED AND COUNTERSIGNED

City Secretary

ATTESTED AND COUNTERSIGNED

City Secretary

ATTESTED AND COUNTERSIGNED

City Secretary



City Council Agenda Item #8

Title: Consideration of awarding the bid to Sorrell Construction for the 2018 – 2019 concrete streets repair plan and authorizing the mayor to sign the resulting contract.

Date: March 18, 2019

From: David G. Hoelewyn, Director of Street Department

Staff Recommendation: Staff recommends the contract for the concrete plan be awarded to Sorrell Construction. Staff recommends repairs to all 5 of the listed streets.

Item Summary:

- There were 5 street locations approved ranging from 20 ft wide to 40 ft. wide. This will include all paving @ 8 inches, curb gutter and wheel chair ramps @ 6 inches and sidewalks @ 4 inches thick.

Background Information:

- The list of streets and posted bid are as follows:

Victoria Street	\$151,886.00
Pecan Street	\$345,800.00
Skinner Street	\$114,766.00
Yaupon Street	\$355,562.00
Yellowstone	\$25,182.00

The total bid for the work is \$993,196.00.

Special Considerations: Sealed bids were opened on February 11, 2019. Bids were received from Sorrell Construction, A1 Construction, and Tex-Con, with Sorrell being the low bid. The City has previously worked successfully with Sorrell Construction.

Financial Impact:

- \$700,000 was budgeted for our 2018-2019 streets capital plan. \$472,624 was previously awarded for the County Interlocal Agreement for asphalt, leaving \$227,376.00.
- \$993,196.00 was the lowest bid from Sorrell Construction.

- A budget amendment will be necessary at a later date if council wants all 5 streets repaired under this contract.

Board or 3rd Party recommendation: None

Supporting Documentation:

See attached bid sheets.

Sorrell

1	A	B	C	D	E	F	G	H	I
2	City of Freeport Street Repair								
3	Bid item	Street	Work item	Quantity	Unit	unit price in words	unit price	Extended unit	Street total
4							In dollars	total	
5									
6	1	Victoria	8" paving	11226	SF	eleven dollars and no cents	\$ 11.00	\$ 123,486.00	
7			6" drives	4000	SF	seven dollars and ten cents	\$ 7.10	\$ 28,400.00	\$ 151,886.00
8									
9									
10	2	Pecan	8" paving	27410	SF	eleven dollars and no cents	\$ 11.00	\$ 301,510.00	
11			6" drives	1200	SF	seven dollars and ten cents	\$ 7.10	\$ 8,520.00	
12			4" walks	5400	SF	five dollars and seventy five cents	\$ 5.75	\$ 31,050.00	
13			ADA ramps	4	each	one thousand one hundred eighty dollars and no cents	\$ 1,180.00	\$ 4,720.00	\$ 345,800.00
14									
15	3	Skinner	8" paving	8900	SF	eleven dollars and no cents	\$ 11.00	\$ 97,900.00	
16			6" drives	1160	SF	seven dollars and ten cents	\$ 7.10	\$ 8,236.00	
17			4" walks	680	SF	five dollars and seventy five cents	\$ 5.75	\$ 3,910.00	
18			ADA ramps	4	each	one thousand one hundred eighty dollars and no cents	\$ 1,180.00	\$ 4,720.00	\$ 114,766.00
19									
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32	4	Alt 1 - Yellowstone	8" paving	2000	SF	eleven dollars and no cents	\$ 11.00	\$ 22,000.00	
33			6" drives	120	SF	seven dollars and ten cents	\$ 7.10	\$ 852.00	
34			4" walks	200	SF	five dollars and seventy five cents	\$ 5.75	\$ 1,150.00	
35			ADA ramps	1	each	one thousand one hundred eighty dollars and no cents	\$ 1,180.00	\$ 1,180.00	\$ 25,182.00
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CITY OF FREEPORT STREET REPAIR

BID ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION OF ITEMS WITH BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
1	8" 11,226 6" 4,000	Sq. Feet Sq. Feet	Victoria Street from State Highway 288 to northwest of daycare	\$ 15.00 \$ 12.00 \$ \$ \$	\$ 216,390.00
2	8" 27,410 6" 1,200 4" 5,400 10 wheel chair ramps	Sq. Feet Sq. Feet Sq. Feet	Pecan Street from alley of 8 th & 9 th to 11 th Street, including sidewalks and driveway aprons	\$ 15.00 \$ 12.00 \$ 8.00 \$ 1,250.00	\$ 481,250.00
3	8" 8,900 6" 1,160 4" 680 4 wheel chair ramps	Sq. Feet Sq. Feet Sq. Feet	Skinner Street from State Highway 288 apron to and including Avenue M intersection plus sidewalks and driveway aprons	\$ 15.00 \$ 12.00 \$ 8.00 \$ 1,250.00	\$ 157,860.00

4	8" 2,000 6" 120 4" 200 1 wheel chair ramp	Sq. Feet Sq. Feet	Alternate #1: Yellowstone at North Avenue M intersection plus additional street and sidewalks _____ Dollars _____ Cents _____ Dollars _____ Cents	\$ 18.00 \$ 15.00 \$ 12.00 \$ 1,500.00	\$ 41,700.00
5	8" 27,740 6" 2,200 4" 5,576 4" wheel chair ramp	Sq. Feet Sq. Feet Sq. Feet	Alternate #2: Yaupon Street from alley of 8 th & 9 th Street to dead end just past 11 th Street, plus sidewalks and driveways _____ Dollars _____ Cents _____ Dollars _____ Cents _____ Dollars _____ Cents	\$ 15.00 \$ 12.00 \$ 8.00 \$ 1,250.00	\$ 492,108.00

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CITY OF FREEPORT STREET REPAIR

BID ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION OF ITEMS WITH BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
1	8" 11,226 6" 4000	SQ. FEET SQ. FEET	Victoria Street from state highway 288 to northeast of daycare One hundred sixty-five thousand, four hundred twenty-five eighty-eight Dollars Cents Sixty-three thousand, four hundred ninety-one forty Dollars Cents	\$ 14.74 \$ 15.87	\$ 165,425.88 \$ 63,491.40
2	8" 27,410 6" 1200 4" 5,400	SQ. FEET SQ. FEET SQ. FEET	Pecan Street from alley of 8th & 9th Street, including sidewalks and driveway aprons Three hundred thirty-eight thousand seven hundred twelve zero Dollars Cents Ten thousand, nine hundred twenty-one forty-four Dollars Cents Forty-seven thousand, three hundred fifty-two zero Dollars Cents	\$ 12.36 \$ 9.10 \$ 8.77	\$ 338,712.00 \$ 10,921.44 \$ 47,352.00

3	8" 8,900 6" 1160 4" 680	SQ. FEET SQ. FEET SQ. FEET	Skinner Street from State highway 288 apron to and including Avenue M Intersection plus sidewalks and driveways One hundred seventy one thousand, nine hundred seventy-two Dollars zero Cents Fifteen thousand, nine hundred eighty-four Dollars zero Cents Seven thousand, five hundred sixty-two Dollars zero Cents	\$ \$ \$	19.32 13.78 11.12	\$ \$ \$	171,972.00 15,984.00 7,560.00
4	8" 2,000 4" 200	SQ. FEET SQ. FEET	Alternate #1: Yellowstone at North Avenue M Intersection plus additional street and sidewalks Forty-five thousand, six hundred eighty-one Dollars ninety-six Cents Seven thousand, five hundred thirteen Dollars twenty-eight Cents	\$ \$	22.84 37.57	\$ \$	45,681.96 7,513.28

5	8" 27,540 6" 2,200 4" 5,576	SQ. FEET SQ. FEET SQ. FEET	Alternate 2: Yaupon Street from alley of 8th & 9th Street to dead end just past 11th Street, plus sidewalks and driveways	Three hundred sixteen thousand, one hundred seventy-one twenty Cents Dollars	\$	11.48	\$	316,171.20
				Nineteen thousand, four hundred sixty-five twenty Cents Dollars	\$	8.85	\$	19,465.20
				Twenty-four thousand, five hundred eleven twenty Cents Dollars	\$	4.40	\$	24,511.20
				TOTAL	\$			1,234,762



City Council Agenda Item #9

Title: Taser Grant #3533301 Awarded

Date: 3/12/2019

From: Police Department

Staff Recommendation:

Approve

Item Summary:

Justice Assistance Federal Grant Approved for new Tasers and Equipment for the Police Department

Background Information:

Tasers currently in use by the Police Department are no longer being manufactured, Grant Award allows for the purchase of approximately 26 new Tasers.

Special Considerations

This is a Federal Grant paid through re-imbusement through the city after expenditures are made.

Financial Impact:

Initial impact would be \$42,569.00 which would be reimbursed by the government.

Board or 3rd Party recommendation:

N/A

Supporting Documentation:

Attached – Grant Approval

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	3533301	Award Amount:	\$42,569.00
Date Awarded:	3/6/2019	Grantee Cash Match:	\$0.00
Grant Period:	10/01/2018 - 09/30/2019	Grantee In Kind Match:	\$0.00
Liquidation Date:	12/29/2019	Total Project Cost:	\$42,569.00
Program Fund:	DJ-Edward Byrne Memorial Justice Assistance Grant Program		
Grantee Name:	Freeport, City of		
Project Title:	Officer Safety		
Grant Manager:	Jim Hershey		
DUNS Number:	182748061		

CFDA:	16.738 - Edward Byrne Memorial Justice Assistance Grant Program
Federal Awarding Agency:	U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
Federal Award Date:	6/26/2018
Federal/State Award ID Number:	2017-DJ-BX-0053
Total Federal Award/State Funds Appropriated:	\$13,133,950.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of this program is to reduce crime and improve the criminal justice system.



City Council Agenda Item #10

Title: City Hall Chiller & Boiler System

Date: March 13, 2019

From: Kim Townsend Parks Director

Staff Recommendation: Replace 100 ton Air-Cooled chiller (current chiller has been off-line, is now down a compressor and is in poor condition). Replace 2.0 Million BTU Boiler (current one is 15 yrs. Old and in poor condition). Update aging Building Automation System. Issues with Air Distribution on the 2nd and 3rd Floors.

Item Summary: City Hall HVAC System have been plagued with problems for many months. Repeated system repairs and replacement have only provided short term relief.

Hunton Corporation was brought in to evaluate the system and has made specific recommendations regarding both the Heating and cooling systems.

The proposal received from Hunton Corporation was made under the Choice Partners purchasing cooperative, which the City has been a member of 2014, and complies with procurement requirements.

Background Information: Hunton Services Analysts & Engineers came highly recommended and have successfully implemented heating and cooling solutions for many cities and school systems in the area. They have made recommendations that are intended for occupancy comfort, facility improvements and will also reduce operating expenses due to improved equipment efficiency.

Special Considerations: Within the last week, City Hall was 85 degrees due to compressor failure from freon leaks. During the winter months we have issues with it being too cold or too hot due to inadequate controls, boiler and chiller.

This has been an ongoing issue for the last three years and has cost the City approximately \$10,000-15,000 in emergency maintenance costs in the last three months.

The most recent incident caused Olin Corporation to close and cancel all appointments over 2 days. The City receives over \$100,000 annually in lease payments from tenants in the building and we owe these tenants the reasonable expectation for a climate-controlled environment.

Financial Impact: The proposed project was primarily designed to meet State Energy Conservation Office (SECO) LoneSTAR standards, prior to chiller failure and subsequent evaluation.

	Approximate Cost	Estimated annual Savings	Simple Payback
Boiler	\$100,000	\$3,500	25 Years
BAS	\$15,000	\$1,000	15 Years
Air Balance	\$10,000	\$1,000	10 Years
LED Lighting	\$65,000	\$6,500	10 Years
Engineering	\$10,000		
SUB-TOTAL	\$200,000	\$12,000	17 Years
Incentives (lighting)	\$10,000		
Down Payment	\$50,000		
TOTAL	\$140,000	\$12,000	12 Years

Replacement of the Carrier Chiller:

Replacement of the chiller with a seacoast appropriate construction, 5-year warranty: \$130,000

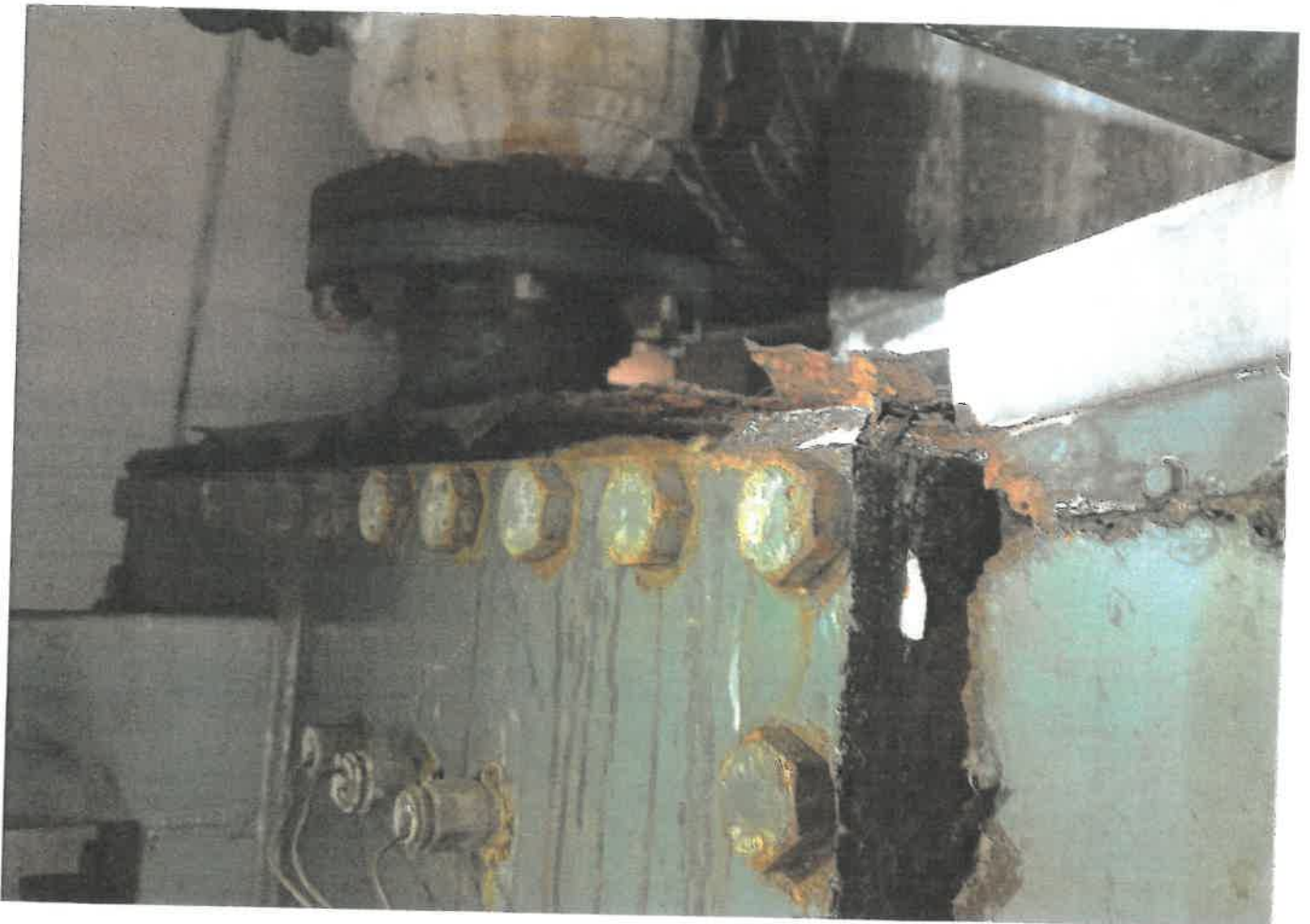
Board or 3rd Party recommendation: None.

Supporting Documentation:

Photos

Proposal from Hunton Services and detailed analysis will be distributed at council meeting.









STREET DEPARTMENT
MONTHLY REPORT--- FEBRUARY 2019

Drainage Set culverts

@ Archer & N. Avenue F -- 20 ft.
1302 North Gulf Blvd.-----20 ft.
1117 North Avenue D-----40 ft.
1925 North Avenue H-----20 ft.

Cut drainage and jetted out culvert pipe

@ 1117 North Avenue D-----200 ft.
Alley of 921 West 7th -----600 ft
Alley of 1013 West 7th -----800 ft
Found drainage pipe @ beach entrance and jetted out

Concrete report:

Complete removal of old sidewalk, curb, and gutter
at 1600 block of 6th graded for forms.
Set forms for gutter, placed rebar, and poured gutter.
5-Petistle bases for solar lights for Parks Department
Driveway @ Riverview
Assisted Fire Department with removal of concrete, asphalt,
and old concrete sump tank, and set new tank for Fire station
expansion.

Pothole repair:

Completed 50+ work orders for QPR asphalt
Four alley Blocks with Crushed concrete repairs

Rainy Day Schedules-- Total 7 days:

Total 12 tons of trash/debris collected

Mowing Report:

City owned lots completed 90% of lots and
ROW /drainage ditches

Also worked on Streets Strategic Plan , received bids for concrete street
repairs, and street condition report for 5-Year Plan.



City Council Agenda Item #9

Title: Taser Grant #3533301 Awarded

Date: 3/12/2019

From: Police Department

Staff Recommendation:

Approve

Item Summary:

Justice Assistance Federal Grant Approved for new Tasers and Equipment for the Police Department

Background Information:

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Special Considerations

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Financial Impact:

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Board or 3rd Party recommendation:

N/A

Supporting Documentation:

Attached – Grant Approval

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Grant Manager:	Jim Hershey		
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Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of this program is to reduce crime and improve the criminal justice system.



City Council Agenda Item #10

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Date: March 13, 2019

From: Kim Townsend Parks Director

Staff Recommendation: Replace 100 ton Air-Cooled chiller (current chiller has been off-line, is now down a compressor and is in poor condition). Replace 2.0 Million BTU Boiler (current one is 15 yrs. Old and in poor condition). Update aging Building Automation System. Issues with Air Distribution on the 2nd and 3rd Floors.

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Financial Impact: The proposed project was primarily designed to meet State Energy Conservation Office (SECO) LoneSTAR standards, prior to chiller failure and subsequent evaluation.

	Approximate Cost	Estimated annual Savings	Simple Payback
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Air Balance	\$10,000	\$1,000	10 Years
LED Lighting	\$65,000	\$6,500	10 Years
Engineering	\$10,000		
SUB-TOTAL	\$200,000	\$12,000	17 Years
Incentives (lighting)	\$10,000		
Down Payment	\$50,000		
TOTAL	\$140,000	\$12,000	12 Years

Replacement of the Carrier Chiller:

Replacement of the chiller with a seacoast appropriate construction, 5-year warranty: \$130,000

Board or 3rd Party recommendation: None.

Supporting Documentation:

Photos

Proposal from Hunton Services and detailed analysis will be distributed at council meeting.









