



**AGENDA  
REGULAR MEETING  
FREEPORT CITY COUNCIL  
MONDAY, MAY 2, 2022 at 6:00 P.M.**

**Mayor:**  
Brooks Bass

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

**City Manager:**  
Timothy Kelty

**THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, WILL MEET ON MONDAY, THE 2nd DAY OF MAY, 2022, AT 6:00 P.M., AT THE FREEPORT, POLICE DEPARTMENT, MUNICIPAL COURT ROOM, 430 NORTH BRAZOSPORT BOULEVARD FREEPORT TEXAS**

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

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

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

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

**CITIZENS' COMMENTS:**

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

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

1. Presentation of the Police Department Annual Traffic Contact Report for the year of 2021. **(Garivey)**
2. Presentation of the Second Quarter Investment Report. **(Ezell)**

**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 Any item requiring additional discussion may be withdrawn from the Consent Agenda by the Mayor, Councilmember or City Manager, and acted upon separately.

3. Consideration and possible action on the approval of City Council meeting minutes from April 12, 2022, and April 18, 2022. **(Wells)**
4. Consideration and possible action on the approval of an amendment to street closings for the Barcudia Bike and Car Show and Freeport Market Days. **(Strahan)**
5. Consideration and possible action approving proposal for 1-year agreement with Holmes Murphy and Associates for Employee Benefit Broker Services **(Ezell)**

**COUNCIL BUSINESS – REGULAR SESSION:**

6. **Public Hearing:** Public Hearing on Establishment of Reinvestment Zone 2022-01. **(Kelty)**
7. Consideration and possible action regarding Ordinance 2022-2665 Establishing Reinvestment Zone 2022-01 **(Kelty)**
8. **Public Hearing:** A Joint Public Hearing of City Council and Planning and Zoning Commission and consideration and possible action on Ordinance No. 2022-2666 Zoning Map Amendment for BLOCK 81 of the Freeport Townsite LOTS 1, 2, 3, 4, 5, 6, identified as 602, 606, 610, 614, 618 and 622 W. First Street, in Freeport, Texas from C2 General Commercial to WR Waterfront Residential. **(Roman)**
9. Consideration and possible action on Auto Repair and Service Ordinance No. 2022-2664. **(Kelty)**
10. Consideration and possible action approving Task Authorization # 22 with Freese and Nichols for the Sanitary Sewer Treatment Plant Improvements. **(Kelty)**
11. Consideration and Possible action on Lease agreement with Verizon for placement of Telecommunications tower at Freeport Golf Course. **(Kelty)**

**WORK SESSION:**

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

- A. Mayor Brooks Bass announcements and comments.
- B. Councilman Pena Ward A announcements and comments.
- C. Councilman Cain Ward B announcements and comments.
- D. Councilman Muraira Ward C announcements and comments.
- E. Councilman Brimage Ward D announcements and comments.
- F. City Manager Tim Kelty announcements and comments.
- G. Updates on current infrastructure.
- H. Update on reports / concerns from Department heads.

**CLOSED SESSION:**

13. Executive Session regarding a.) (Potential Litigation) consultation with City Attorney, b.) (Deliberations about Real Property), East End, Division Street ROW and 2 N Front Street, c) (Personnel Matters) Discussion regarding job performance of City Attorney, Chris Duncan, in accordance with Vernon's Texas Government Code Annotated, Chapter 551, Sections 551.071, 551.072, 155.074.

**14. COUNCIL BUSINESS – REGULAR SESSION:**

**ADJOURNMENT:**

15. Adjourn.

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

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

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

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

  
Betty Wells, City Secretary,



## City Council Agenda Item # 1

**Title:** Freeport Police Department Annual Traffic Contact Report for 2021

**Date:** May 2, 2022

**From:** Ray Garivey, Police Chief

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**Staff Recommendation:** No action required.

**Item Summary:** Annual Tier 1 report which must be presented to the Mayor and Council.

**Background Information:** Racial profiling has been regarded as one of the most pressing themes currently affecting law enforcement agencies in the United States. In 2001, the Texas Legislature, in an attempt to address the issue of racial profiling in policing, enacted the Texas Racial Profiling Law. Since 2001, the Freeport Police Department in accordance with the law, has collected and reported traffic related contact data for the purpose of identifying and addressing (if necessary) areas of concern regarding racial profiling practices.

**Special Considerations:** N/A

**Financial Impact:** N/A

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

**Supporting Documentation:** A full copy of the Tier 1 report will be distributed to each member of city council at the meeting.



## **City Council Agenda Item # 2**

**Title:** Presentation of the Investment Report for the Quarter Ending March 31, 2022

**Date:** May 2, 2022

**From:** Cathy Ezell, Finance Director

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**Staff Recommendation:**

This report is presented for informational purposes. No Council Action is required.

**Item Summary:**

This report reflects that on March 31, 2022, the City's total portfolio of \$26,078 million was managed in compliance with the PFIA and the City's investment policies.

**Background Information:**

The Public Funds Investment Act (PFIA), Texas Government Code, Chapter 2256 states that no less than quarterly, the Investment Officer(s) shall prepare and submit to the governing body a written report of investment transactions for all funds covered by the Act for the preceding reporting period. Presentation of this report fulfills that requirement.

**Special Considerations:** N/A

**Financial Impact:** N/A

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

**Supporting Documentation:**

Quarterly Investment Report



**Quarterly Investment Report**  
**January 1, 2022 - March 31, 2022**

G/L Account	Description	Book Value	Current Interest Rate	Yield to Maturity	Maturity Date	Days to Maturity	Beginning Market Value for Period	Changes to Market Value	Ending Market Value for Period	Interest Paid YTD
<b>Cash in Demand Accounts</b>										
99-101-000	Operating Account	\$ 10,684,210	0.50%	0.50%	Demand	1	\$ 11,948,387	\$ (1,264,177)	\$ 10,684,210	\$ 32,122
<b>Total Cash in Demand Accounts</b>		<b>\$ 10,684,210</b>					<b>\$ 11,948,387</b>	<b>\$ (1,264,177)</b>	<b>\$ 10,684,210</b>	<b>\$ 32,122</b>
<b>Invested in Government Pools</b>										
99-105-020	TexasClass	\$ 3,000,352	0.08%	0.05%	Demand	1	\$ -	\$ 3,000,352	\$ 3,000,352	\$ 352
99-105-010	TexPool	\$ 12,394,160	0.08%	0.05%	Demand	1	\$ -	\$ 12,394,160	\$ 12,394,160	\$ 13,501
<b>Total Invested in Pools</b>		<b>\$ 15,394,512</b>					<b>\$ -</b>	<b>\$ 12,394,160</b>	<b>\$ 12,394,160</b>	<b>\$ 13,501</b>
<b>TOTAL ALL INVESTMENTS</b>		<b>\$ 26,078,722</b>					<b>\$ 11,948,387</b>	<b>\$ 14,130,335</b>	<b>\$ 26,078,722</b>	<b>\$ 45,975</b>

Investment Category	Book Value	Percentage	Weighted Average Maturity (Days)
Cash in Demand Accounts	\$ 10,684,210	40.97%	1.00
Government Pools	\$ 15,394,512	59.03%	0.81
Certificates of Deposit	\$ -	0.00%	0.00
<b>TOTAL</b>	<b>\$ 26,078,722</b>	<b>100.00%</b>	<b>0.88</b>

Investment schedules presented per the provisions of the Texas Code Chapter 2256 (Public Funds Investment Act) and the City's Investment Policy.

The City requires its depository banks to provide collateral for all deposits in excess of Federal Deposit Insurance. At the end of the quarter, the market value of collateral pledged by Baker Bond Accounting to the City was \$15.77M, 150% of deposits.

Unrealized gain/loss is the difference between the market value of the City's securities and what it paid for them. Gains and losses are realized only when a security is sold prior to maturity. Since it is the City's practice to hold all securities to maturity, it is unlikely that unrealized gains and losses will be realized. As of the end of the quarter, the City had no unrealized gains or losses.

Prepared By:  \_\_\_\_\_ Date \_\_\_\_\_  
 Cathy Ezell, Investment Officer

Verified By:  \_\_\_\_\_ Date 4/26/22  
 Giselle Hernandez, Investment Officer

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Tuesday April 12, 2022 at 6:00 p.m. at the Freeport Police Department, Municipal Court Room, 430 North Brazosport Boulevard, Freeport Texas for the purpose of considering the following agenda items:

City Council:

- Mayor Brooks Bass
- Councilman Jeff Pena
- Councilman Jerry Cain
- Councilman Mario Muraira
- Councilman Troy Brimage

Staff:

- Tim Kelty, City Manager
- Betty Wells, City Secretary
- Cathy Ezell, Finance Director
- Chris Duncan, City Attorney
- Laura Cramer, Special Project Coordinator/GIS
- Kaytee Ellis, Administrative Assistant

Visitors:

Melanie Oldham	David McGinty
Bob Casale	Nicole Mireles
Sam Reyna	Ruben Renobato
Mr. Wang	George Matamoros
Gardo Campbell	Shonda Marshall
Josh Mitchell	Mingo Marquez
Sandra Loeza	Robert Bacon

**Call to order.**

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

Mingo Marquez called the meeting for the EDC to order at 6:00 p.m.

**INVOCATION AND PLEDGE OF ALLEGIANCE:**

Invocation and Pledge was led by Board Member Shonda Marshall. Pledge was led by President Mingo Marquez

**CLOSED SESSION:**

Open session was closed at 6:04 pm and Council and Freeport EDC entered into Executive Session

JOINT EXECUTIVE SESSION – ECONOMIC DEVELOPMENT

The City Council and the Freeport Economic Development Corporation will conduct a joint meeting in executive session regarding Project 2022-B pursuant to Texas Government Code Chapter 551, Section 551.087

Executive session was closed at 7:00 pm, and entered back into Regular Session

**COUNCIL REGULAR AGENDA:**

Take any action resulting from Executive Session.

No action Taken

Consideration and possible action regarding approval of a Utility Agreement between the City of Freeport, Skymark Development Company, and Freeport Municipal Utility District No. 1

Mayor Bass presented the approval of a Utility Agreement between the City of Freeport, Skymark Development Company, and Freeport Municipal Utility District No. 1. He said this is the Utility Agreement we have been looking at with Mr. Wang, our City Attorney and City Manager.

A motion was made by Councilman Cain, seconded by Councilman Muraira, with a 4-1 vote Council approved the Utility Agreement between the City of Freeport, Skymark Development Company, and Freeport Municipal Utility District No. 1. Councilman Brimage voted “Nay”.

Adjourn

On a motion by Councilman Pena, seconded by Councilman Cain, with all present voting “Aye”, Mayor Bass adjourned the meeting at 7:09 P.M.

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Mayor, Brooks Bass  
City of Freeport, Texas

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City Secretary, Betty Wells  
City of Freeport, Texas



State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Monday, April 18, 2022 at 6:00 p.m. at the Freeport Police Department, Municipal Court Room, 430 North Brazosport Boulevard, Freeport Texas for the purpose of considering the following agenda items:

City Council:

- Mayor Brooks Bass
- Councilman Jeff Pena
- Councilman Jerry Cain
- Councilman Mario Muraira
- Councilman Troy Brimage

Staff:

- Tim Kelty, City Manager
- Betty Wells, City Secretary
- Cathy Ezell, Finance Director
- Chris Duncan, City Attorney
- Kacey Roman, Building Official
- Ray Garivey, Freeport Police Chief
- Clarisa Molina, Administrative Assistant
- Danny Gillchriest, Freeport Police Department
- Toby Cohen, Information Technology
- Chris Motley, Freeport Fire Chief

Visitors:

Raven Wuebker	David McGinty
George Matamoros	Kenny Hayes
Bob Casale	Marinell Music
Shonda Marshall	Lucy Ware
Aaron Ware	Melanie Oldham
Sam Reyna	Breanna Brimage
Con McCleaster	Diane McCleaster
Manning Rollerson	Desiree Pearson
Sabrina Brimage	Tommy Pearson
Nicole Mireles	Laura Lynch
Janell Marin	Jamie Ford
Pam Dancy	Jaclyn Hildreth
Ben Kelty	Diego Kelty
Alma Kelty	Ed Garcia
Roy Yates	Peggy Yates
Keith Stumbaugh	Ruben Renobato
Brenan Brimage	David Estrello

Rev. Jesse Rivet  
Brian Thomas  
Robert Bacon  
Julian (711 West 10)

Raul Ramirez  
Shana Garza  
Shana Tidwell

**Call to order.**

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

**INVOCATION AND PLEDGE OF ALLEGIANCE:**

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

**CITIZENS' COMMENTS:**

Marinell Music spoke on the investigation that is being conducted of Councilman Pena, and the separation agreement between the EDC and Courtland Holman. She said with this agreement, the City nor anyone else can get information from Mr. Holman on this, and we need his input. She asked Council to amend this agreement.

Pam Dancy said she wants to make sure that council knows she is not implying anything to anyone. She said that BrazTex was supposed to build 16 homes, and there were only 14 built. She asked where is 201 S. Front Street? She asked about the subdivision Bridge Point, that was supposed to be built. She said it was not built. She asked about the Veolia payment. She asked if there was an error in the agreement?

David Estrello said he owns Estrello Automotive. He said administration is treating the City as a Private Domain. Enacting rules and laws to fit their personal wants. He said the City drove out Intermedics, and now they are trying to drive out automotive repair shops.

Kenny Hayes spoke to council about the trash pictures that have been put on Facebook by councilmembers. He said he wishes that council would start going out and talking to the residents instead of putting pictures on Facebook. Mr. Hayes said he and Mr. Pearson will be starting a little group for Ward C. He said he has had no problems with the new trash service.

Tom Pearson said he wanted to bring up some things about the EDC Expenditures on the River Front. He said he was looking at the electrical and platform, he asked what is the purpose for this electrical system and the platform? He asked if permits were issued before this was put in? Were there construction plans? He asked if the Electrical Engineers are permitted with the City? Mr. Pearson asked who approves payments, and where is the money going?

Aaron and Lucy Ware spoke of the property at 2 South Front Street. They said they would like offer \$11,000 for the Levy property. Mr. Ware said this is good for the city because no one has offered \$11,000.

Sabrina Brimage spoke to council spoke about the two investigations that are going on by an outside attorney. She said to her knowledge, nothing has been done. She said she would like to see these done. She said there are things that need to be discussed in our city other than these investigations. She said every council meeting we are discussing investigations and nothing is getting done.

Manning Rollerson spoke of a PIR that he received. He said it is missing four officers. He said there is a coverup going on. Mr. Rollerson spoke of council acting like children. He said it is sad what the city

is going through. Mr. Rollerson spoke of the April boat rally that was held in the City of Freeport. He asked how the City did not know how this boat rally was going to happen? He said the Coast Guard did not know about this rally either.

George Matamoros spoke to council of his concern the direction the EDC is going. He said two members are running these meetings. Mr. Matamoros said the last meeting the EDC President, Mingo Marquez said they are the Board and citizens could not comment. He said the City Manager was not allowed to speak at this meeting. He asked council to look into the \$6000 invoice that was spent in electrical poles. He said Jeff said no one would quote on this job. He said it is time for council to remove these two from the EDC. He also said that he would like Jeff Pena to stop making negative comments about the city employees on social media.

Shawna Tidwell Office Manager with Penny's Electric spoke to council about the work that was done on the dock. She said her company went out to look at the work done because they were included on some invoices that are being talked about, and this has nothing to do with her company. She said so much of the work that was done, was not done properly. She said electrical companies are held to high standards and codes, and she does not understand why the city would not be held to those same standards and codes. She spoke of the EDC Meeting last week and not being allowed to talk. She said they don't like doing work with the EDC because they do not pay. She said it took seven months to get paid.

Brian Thompson with Penny's Electric spoke to council on the Riverfront lights. He said that the inspection on these lights should have never been passed and service turned on. He said the poles are not properly grounded, and there are holes the size of his hands, in the poles. He spoke of the permit charges. He said there are trip charges, which he doesn't believe there should be a trip charge.

Melanie Oldham spoke to council of her concerns of City Attorney Chris Duncan. She said she was approached by him, about Councilman Brimage. She said he told her Councilman Brimage has been talking to the Port Freeport and he would like to sell Lincoln Park, all the City owned Streets and ROW for \$440,000. She said she called Councilman Brimage and asked him about this statement. She said she is curious if this was Executive Session information.

Nicole Mireles said she has concerns with the EDC and how it is run. She said citizens were not allowed to talk. She said that Jeff Pena took over the meeting. She spoke of Councilmen Muraira and Pena adding to the Council agenda. She said it is ironic, but Muraira never speaks, it is always Jeff.

#### **PRESENTATION/ANNOUNCEMENTS:**

Presentation of the collection of delinquent taxes and court fine and fees from Mike Darlow with Perdue, Brandon, Fielder, Collins & Mott, LLP.

Mike Darlow with Perdue, Brandon, Fielder, Collins & Mott, LLP presented to council the annual collection of delinquent taxes and court fines and fees.

Presentation of the Annual Audit with Whitley Penn.

Laura Lynch with Whitley Penn presented to council the City's Annual Audit. It was a clean audit with no findings or issues to report.

## Presentation for the Annual Veolia Report.

James Carter and Roger Rowe presented to council the Annual Veolia Report. Mayor Bass asked if there is a map of the sewer lines that have been replaced, he said he would like the citizens to see what has been replaced.

## COUNCIL REGULAR AGENDA

### Consideration and possible action on the approval of City Council meeting minutes from March 21, 2022, and April 4, 2022.

A motion was made by Councilman Brimage, seconded by Councilman Cain. With discussion that followed.

Councilman Pena asked if the Meeting Minutes from March 21, 2022 was amended to include the comment by Ms. Tilly? City Manager Tim Kelty said "yes".

Mayor Bass called the motion to a vote, with all present voting "Aye" 5-0 council unanimously approved the meeting minutes from March 21, 2022 and April 4, 2022.

### Discussion and Possible Action regarding trash service agenda item revision

Sam Reyna spoke to council of the \$30.00 charge for anything over 5 CY. He read portions of the AmeriWaste contract. He spoke of the remodel work debris, he said it will not be picked up. Mr. Reyna spoke of the complaints that are coming in on AmeriWaste.

Janell Marin with AmeriWaste said there were 70 tons of bulky waste picked up in Freeport by AmeriWaste on the weekend before they took over, that was left by Waste Connections. She said since last Wednesday there has been 83 tons of bulky waste picked up in the City of Freeport. She spoke of the flyers and door hangers that have been sent out or hung on doors.

Jaime Ford the Freeport Supervisor with AmeriWaste showed a PowerPoint of what is compliant for pickup, and what is out of compliance.

Ms. Marin said there is about 7% that is out of compliance in the city, she said 53% is picked up, and about 47% is non-compliant. We need to continue to educate our citizens.

Councilman Cain said in Ward B this last pickup, he counted from the Saturday prior to the Saturday after was about 53% was picked up. Councilman Cain asked about the 18-inch diameter in wood, why 18-inches? Ms. Marin said it has to do with the blade and compacting system. She said anything over 18-inches will mess up the blades and the rails in the compacting system. Councilman Cain asked about the move out debris, he asked if this gets communicated to the city? Ms. Marin said yes, and the city reaches out to the owners of the home to let them know they are responsible.

Councilman Pena said 47% of trash is not being picked up. He said he has always seen trash service use a claw for bulky pickup. He said there is 60% of renters in Freeport. He said he would like to get the "mays" to "shalls" in the contract. Councilman Pena spoke about the tying and cutting of the brush. He said this is not practical. Councilman Pena said each Ward should maybe have a bin for brush only, or even have a community compost program. He spoke of having a drop off for hazardous waste and tires.

He said he does not want the residents to be penalized unfairly. He said there has to be better service solutions.

Councilman Muraira said he thinks that we need to schedule the city-wide cleanup sooner than the end of summer. He said he agrees that the citizens need to be educated. He spoke of a hazardous waste site. He does not want to see residents being fined yet, he said to give a deadline of when the fines will start.

Manning Rollerson said he has said for years that the city should have the city works back. He said the citizens should have the garbage picked up the way they want it picked up.

Mr. Bacon 1702 W. 10 asked about the elderly residents that are unable to tie and bundle their branches. Will we make this feasible for them?

Mayor Bass said he wants to make it very clear, Council had a chance to review this. There was a committee selected with two Councilman and the City Manager to review the RFP, Review the bids and Interview the contractors. One Councilman attended and the other did not. All Council voted for this.

Councilman Brimage said AmeriWaste is the only company that turned in a bid other than Waste Connections.

Julian (711 West 10) spoke to council about the trash service. He said he has no issues with the service. He said most citizens do not follow the rules.

Bob Casale said we need to decide on the issues with the trash. It does not take all this time to fix these problems.

Mr. Estrello said the more education and communications is needed. Mr. Estrello said the trash crew is good and fast at what they do.

Mayor Bass said Waste Connections had the same requirements as AmeriWaste.

Lucy Ware spoke about being a Landlord in Freeport. She said Landlords should not be responsible for tenant's move-out debris.

Pam Dancy has no problem with the service. Her problem is with trash being just thrown out. Citizens are failing.

Shonda Marshall spoke of the elderly and the handicap. She suggested a hotline system to help these individuals. Ms. Marshall said, we want to be compliant as well.

George Matamoros suggested creating a brush center to create mulch for the residents.

Councilman Pena said this is a long discussion, but he would rather give up an hour here tonight on this subject than wait 30-60 days for the trash to be picked up. Councilman Pena said that if there is an issue with something he will show up, because he is a gamer. Councilman Pena said we only had one bid, and the company needs to change for us.

Mayor Bass said the company said they will be up to talk about possible revisions.

**Public Hearing:** Public Hearing and discussion on Auto Repair and Service Ordinance

Mayor Bass opened the Public Hearing at 8:14 PM.

City Manager Tim Kelty presented to council discussion on the Auto Repair and Service Ordinance. He said that this ordinance was delivered to each business that are affected by this. They were invited to attend and submit their suggestions and attend a workshop. Based on feedback received the original ordinance was amended to accommodate some of the concerns. Mr. Kelty explained the ordinance and the changes.

George Matamoros spoke of a tire shop on Yellowstone that repairs big rigs on the side of the road. He said with this it turns Yellowstone to a one lane road. He spoke of these large trucks using Ave M and Ave O to get to this shop. He asked that this be looked into also.

Julian spoke to council about when an ordinance is passed, it needs to be enforced.

Mr. Estrello said it is appalling the reaction that was given to the Councilman, by the Mayor. He said council does not know what it takes to run an auto business.

Councilman Cain said he likes that minor repairs are being allowed to be done outside the shop. He said the Ordinance it keeps from having engines being rebuilt outside. He said we are talking about the trash on the streets, he said we have to help clean this City up. He said this is fair to the shop owners. He said there was good discussion with the shop owners when we had our last meeting with them.

Councilman Muraira said he is glad the changes were made to this ordinance. He said the city is showing that they want to be pro-business. He said we have heard the mechanics concerns. Councilman Muraira said there are a lot of complaints from citizens and mechanics, and this works both ways.

Councilman Pena said when he had the meeting with Councilman Muraira and mechanics, there was about twenty business owners. He said he is curious if there were the majority of business owners involved through this process? Councilman Cain said at the last meeting letters were sent out to all effected business owners. He said there were two written responses that were very vague. He said ultimately there were seven or eight owners that showed up to the meeting. Ms. Roman said there were emails sent, phone calls made and invitations delivered. She said we tried to get feedback. Councilman Muraira said he has also met with some mechanics and got their input. Councilman Muraira said they gave input, but they are not excited. Councilman Pena asked if there is an active list of non-compliant shops? Ms. Roman said no, we will start when the ordinance is passed.

Ms. Dancy said the shop owners are trying to make a living. But the city is trying to clean up the city as well.

Mayor Bass closed the Public Hearing at 8:32.

#### Consideration and Possible action on Ordinance No. 2022-2663 approving Amendment to the 4-inch Sewer Tap Ordinance

Finance Director Cathy Ezell presented to council Ordinance No. 2022-2663 approving Amendment to the 4-inch Sewer Tap Ordinance. She said the purpose for this ordinance will allow for the tap fees and cut-on and cut-off fees to be added to the Master Fee Schedule. She said it will also allow the city to re-coop cost.

A motion was made by Councilman Cain, seconded by Mayor Bass. With discussion that followed.

Councilman Pena said he is curious on this amendment is the 4-inch sewer tap attached to the drainage system? Mr. Kelly said it is the sanitary sewer system.

Mayor Bass called the motion to a vote, with all present voting "Aye" 5-0 council unanimously approved Ordinance No. 2022-2663.

Consideration and Possible Action on Resolution No. 2022-2745 Amending the Master Fee Schedule for Water and Sewer Taps Charges.

Finance Director Cathy Ezell presented to council Resolution No. 2022-2745 Amending the Master Fee Schedule for Water and Sewer Taps Charges. She said what this will do is establish the fees in the Master Fee Schedule. Mayor Bass asked about the current \$20 fee for the 4-inch sewer tap. Ms. Ezell said in the old ordinance the fee is \$20, she said a sewer tap being requested is \$1000, which is the city's cost for the installation of the new tap.

Councilman Pena asked who will this price increase affect? Ms. Ezell said it will affect new development. Ms. Ezell said this is a break even, the city is not making any money.

Mr. Garcia said he builds home in the city, he is wondering how this fee is comparable to other cities? He said the builders incur these fees and he thinks this will cause his cost to go up.

Councilman Pena thanked Mr. Garcia for his comment. Councilman Pena said he encourages development in the city, and he encourages a graduated fee increase. We want to encourage builders to come to the City of Freeport.

There was lengthy discussion on the utility fund.

Councilman Cain asked if the \$1000 charge was just passed recently, or is this something we have just been living with? Ms. Ezell said it is something we have been living with for a while, and we just have not adjusted the rates. Councilman Cain asked about larger than a 4-inch tap, how much more would this typically cost? Ms. Ezell said it will depend on the size, and the location of the tap.

Councilman Brimage removed himself from the vote because he is a builder and this will affect him.

Mr. Garcia asked Veolia will be the one putting in the sewer taps from now on? Ms. Ezell said yes, Veolia will be installing the sewer tap.

A motion was made by Councilman Cain, seconded by Mayor Bass. With discussion that followed.

Councilman Cain asked Mr. Garcia if this will cost him an extra \$200 and not an extra \$1000? Mr. Garcia said he is not sure of what the fee will be, he said he will have to talk with his contractor. Councilman Cain asked if this is passed, who will pay the \$1000? Ms. Ezell whoever applies for the sewer tap will pay the fee and then the city pays Veolia the actual cost of the tap.

An amended motion was made by Councilman Cain to the fee being charged in increments starting with a \$500 fee, and raising each year after, seconded by Mayor Bass. With discussion that followed.

Councilman Pena said he likes that Veolia is doing the taps, and he likes the graduated approach.

Mayor Bass called the motion for a vote. With a 4-0 vote council approved Resolution No. 2022-2745. Councilman Brimage abstained from the vote.

Consideration and Possible action on approval of Residential Street Lighting plan for 2022 street light additions.

City Manager Tim Kelty presented to Council Residential Street Lighting plan for 2022 street light additions. He said Centerpoint will allow us to install 50 lights per year with no cost to the city. He said once installed the city will be responsible for paying the electric bill for the lights. Mr. Kelty said there is concern that the City is dark and not well lit.

A motion was made by Councilman Pena, seconded by Councilman Cain. With discussion that followed.

Councilman Muraira said that he would like to make some changes. He said, he would like to remove the five northern most proposed lights between Yellowstone and Varner, and add lights at the intersection of Avenue D and Varner street, on Varner mid-block between Avenues C and B, and three mid-block lights east of Dixie Street on 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup> Streets.

Councilman Pena amended his motion to include the changes requested by Councilman Muraira, seconded by Councilman Cain, with all present voting "Aye" 5-0 council unanimously approved Residential Street Lighting plan for 2022 street light additions.

Discussion on Tim Kelty's Job performance response.

Councilman Muraira presented to council Tim Kelty's job performance response. He said that he would like this to be moved to Executive Session. Mr. Kelty said that he would like this to remain in Open Session. Councilman Muraira said in regards to the job performance that occurred a few weeks ago, he thinks the process that we went with did not get down to what it should have. He said he believes a job performance review should list things that we can do better. Not a guilty or not guilty. Councilman Muraira said he thinks there are things that we can do better.

Mayor Bass said that Mr. Kelty gets an annual review each year. Each Council Member is given a form to evaluate how Mr. Kelty has done. He said what we did a month ago was respond to a list of accusations that council felt strongly enough to discuss. Mr. Kelty received this list and was given time to prepare in order to respond. Mayor Bass said there will be a job performance in August.

Councilman Pena said he assumed this item would be in Executive Session. He said the last meeting was a 4-1 vote, he voted Ney. He asked about the Open Record Request by the Fact's to get information on the discussion. He asked if this is now in public domain? Mayor Bass said he believes it is now in the public eye. City Attorney Chris Duncan said this item is in Open Session, it is now for Open Review. Councilman Pena said his performance review list of 14 items was not included in the review process. He said the Lucy Ware PIR on the property is not complete. He said he will be bringing this back as a request on an agenda.

City Manager Tim Kelty said allegations were made. He said he presented to council a book of responses with emails and other documentation refuting the allegations, so that he could show the allegations were false. He said that this is now Public Information, and he will answer any questions Council may have.



Pam Dancy said finds it funny that Mr. Kelty purchased a home from Mr. Brimage, when he was Mayor. She said this is stuff that happens that makes it look funny.

Mr. Kelty said the house had been listed for several weeks or months prior to him making an offer, and he paid the listed price.

Councilman Muraira said Mr. Kelty said the allegations were false. Councilman Muraira said there was a list, as Mr. Kelty said and his belief is you can't prove intentions. He said he will leave the rest to the Attorney General.

#### Attorney performance review

Councilman Pena said he assumed this would be in Executive Session. He said he would like to move this into Executive Session.

Mr. Duncan said he will wait to see what the council's preference is.

Councilman Brimage asked why would we go into Executive Session? He said it was put in Open Session, the people need to know, and Chris is a contractor. Councilman Brimage said our City Attorney has caused disruption in the City, we cannot operate on a normal basis anymore. Councilman Brimage said his time here is done, we have to move on.

Councilman Cain asked, what was discussed last week in Executive Session, if brought up in Open Session, would that be against the rules? Mayor Bass said this is a very slippery slope. He said he wishes neither of these items were placed on the Agenda.

Chris Duncan said that he will leave this to the preference to Council.

George Matamoros said where is the transparency if this goes into Executive Session?

Marinell Music said she has worked with Mr. Duncan on a lease agreement, she said she was misled by him.

Melanie Oldham said she does not understand the role of Mr. Duncan as the EDC and City Attorney. She said things are getting blurred, she said she is concerned.

There was discussion of TML handbook, of who is allowed to request to be moved to Executive Session.

Chris Duncan said he recommends council make a motion and take a vote of whether to keep in Regular Session or move to Executive Session.

Councilman Cain asked if discussed in Executive Session, can it be discussed in Open Session. Mayor Bass said we need the advice from City Attorney. Mr. Duncan said he cannot give advice because this pertains to him.

Lucy Ware asked who will pay for the legal advice? Mayor Bass said we do.

Councilman Brimage asked if we can discuss his termination, he is killing the city by dragging this out week after week.

Mayor Bass said we need to get the opinion from an outside TML Attorney.

Sabrina Brimage asked what will be done about Chris Duncan's social media post, making accusations against Councilman Brimage, that make Councilman Brimage look bad. She asked can the City Attorney be allowed to do this? She said would you allow an employee to do this, shouldn't he be treated the same as an employee? Mayor Bass asked Mr. Duncan if he made a post about a Councilman? Mr. Duncan said "yes I did".

Adjourn

A motion was made by Councilman Brimage, seconded by Mayor Bass to adjourn. With a 3-2 vote, Mayor Bass adjourned the meeting at 9:55 PM. Councilmen Muraira and Pena voted "Ney"

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Mayor, Brooks Bass  
City of Freeport, Texas

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City Secretary, Betty Wells  
City of Freeport, Texas



## City Council Agenda Item #4

**Title:** Consideration and possible action approving an amendment to road closures for the Barcadia Bike and Car Show, and Freeport Market Days.

**Date:** May 2, 2022

**From:** LeAnn Strahan, Museum Director/Main Street Coordinator

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**Staff Recommendation:**

Staff recommends approval of additional road closure for the Barcadia Bike Fest & Car Show.

**Item Summary:**

Due to a larger response than originally anticipated, James McDonald is requesting permission for an additional road closure to include 2<sup>nd</sup> Street from Cherry to the E. Park alley. Road closures are scheduled to begin at 9am and would be reopened by 8pm.

**Background Information:**

Previously approved road closures include blocking off the 200-300 blocks of East & West Park at 2<sup>nd</sup> and 4<sup>th</sup> Streets, and expanding the Broad Street closures from the East Park alley to Cherry Street.

**Special Considerations**

This event his being held in collaboration with the City's Spring Market Day.

**Financial Impact:**

N/A

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

The Freeport Historical Commission & Main Street Advisory Board support this public event and agreed to share this date for Spring Market Days in an effort to increase foot traffic and grow interest in downtown Freeport.

**Supporting Documentation:**

Map – Proposed Road blocks



Blessing of the Fleet

E2nd St

W2nd St

Epic Resale Shop  
Thrift store

The Beauty School

Pop's Pizza & Arcade  
/ Barcardia Sports Bar &  
Pizza

ROAD CLOSED

STAGE W/POWER SOURCE

W Broad St

E Broad St

BARRICADES

Kiki's Tiki Cantina

Freepoint Historical  
Museum and Visitor...

W Park Ave

Theriot Incorporated

W Park Ave

E Park Ave

W4th St

W4th St

W4th St

E4th St

E4th St

Cherry St

Cherry St



## City Council Agenda Item # 5

**Title:** Consider authorizing entering into an agreement with Holmes Murphy for Employee Benefits Broker services for one year.

**Date:** May 2, 2022

**From:** Cathy Ezell, Finance Director

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**Staff Recommendation:**

Staff recommends entering into an agreement with Holmes Murphy for Employee Benefits Broker services for one year.

**Item Summary:**

The current Employee Benefits Broker services provider is retiring. The City needs to hire a new Employee Benefits Broker to be able to bid out health and ancillary insurance services for Fiscal Year 2023.

**Background Information:**

The current Employee Benefits Broker services are being provided by Benefits Seminar Plus. They are retiring and will no longer provide services after September 30, 2022. The City has to go out for bids for health and ancillary insurance services in the middle of May to ensure that we are able to complete open enrollment before September 30, 2022. This also allows more time for negotiations with the carriers that submit bids. Benefits Seminar Plus will not provide the bidding services for insurance services this year. In order to meet the deadlines for open enrollment, the City must contract with an Employee Benefits Broker before the middle of May 2022.

Human Resources contacted two different cities to see who they used. Based on the information we received, we contacted Holmes Murphy and HUB International. Both companies come highly recommended. Holmes Murphy has agreed to provide Employee Benefits Broker services has agreed to take over as Broker-of-Record under the existing commissions build into the current benefit program. They would provide the same services currently being provided by Benefits Seminar Plus. HUB International proposed a fee of \$12,000 to just bid, negotiate, report and recommend insurance carriers to the City.

We plan to go out for formal Request for Proposals for Employee Benefits Broker services in January 2023.

**Special Considerations:** N/A

**Financial Impact:**

These costs will be included in the insurance premiums.

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

**Supporting Documentation:**

Proposals  
Agreement

THINKING AHEAD...

BECAUSE

INSURANCE SHOULD  
HAVE A



*scoreboard*

# City of Freeport Exhibit A

CONSULTING SCOPE OF SERVICES &  
COMPENSATION DISCLOSURE

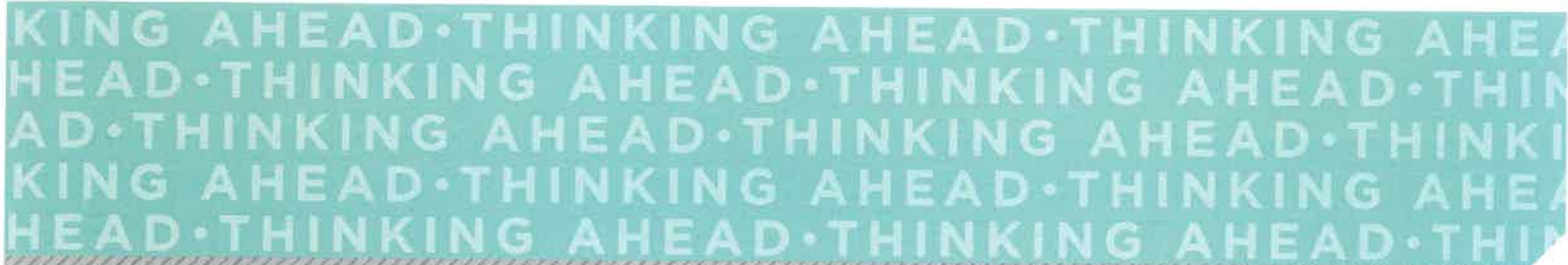
April 27, 2022



(800) 247.7756 / [HOLMESMURPHY.COM](http://HOLMESMURPHY.COM)

THINKING AHEAD

Proprietary & Confidential



## HEALTH AND WELFARE BENEFITS CONSULTING

Holmes Murphy & Associates (Holmes Murphy) is pleased to provide Health and Welfare Benefit Consulting Services to City of Freeport. The following agreement outlines the scope of health and welfare benefit brokerage and consulting services to be provided by Holmes Murphy to City of Freeport. This Scope of Services includes support for the following benefit plans and programs:

- Medical
- Dental
- Pharmacy
- Vision
- Wellness and health promotion
- Life
- AD&D
- Voluntary life/AD&D
- Spending Accounts
- COBRA
- Short Term Disability
- Long Term Disability
- Worksite products
- Benefit Enrollment

Each service described below will be provided by our in-house Holmes Murphy staff.

### I. CONSULTING SERVICES

- Conduct Core Beliefs exercise with the City of Freeport executive team.
- Designated consulting team will develop a strategic plan for both immediate and long-term approaches in order to optimize benefits and mitigate health care cost trends.
- Conduct monthly strategic meetings/video conferences.
- Vendor Management - Provide ongoing assistance with resolving vendor issues with enrollment, claims, billing, eligibility, coverage appeals, etc. upon request from the HR Team.
- Conduct policy/contract/certificate review for completeness and accuracy.
- Provide administration/HR support (excluding benefits eligibility).
- Prepare, strategize, and facilitate Open Enrollment meetings.
- Conduct/facilitate employee engagement surveys.
- Prepare annual strategic timeline.
- Consult on benefit plan design and eligibility (waiting periods, contract language, etc.).





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## II. MARKETING SERVICES (NEW CLIENTS/RENEWALS)

- A. Holmes Murphy underwriting/budget analysis.
- B. Evaluate and consult on market trends.
- C. Conduct pre-renewal strategy meeting.
- D. Evaluate and market benefit portfolio through RFP process.
- E. Analyze, present, and recommend marketing results.
- F. Negotiate pricing, performance guarantees, and contract terms with carriers.
- G. New carrier installation/implementation support.
- H. Carrier review (A.M. Best).
- I. Review SPD and SBC for accuracy and consistency with terms of coverage sold/renewal terms.
- J. Contract/agreement/policy/certificate review/delivery.
- K. Benefit Portfolio Financial and Utilization Analysis.
- L. Financial/strategic/budget planning.
- M. Consult on bargaining/negotiations.
- N. Track benefit design and rate history (fully insured).

## III. COMMUNICATIONS

- A. Access to Human Resource team support portal (HR360).
- B. Access to Holmes Murphy-sponsored seminars/webinars.
- C. Advise employees on benefits through Open Enrollment meetings and education.
- D. Assist in providing health and wellness related content for employee newsletter.
- E. Update template communications for annual benefits Open Enrollment.
- F. Develop strategic communication calendar and timeline.
- G. Employee wellness education campaigns (templates).
- H. Evaluate and provide feedback on communication tools and materials included in carrier contracts, such as plan selection tools, wellness newsletters, etc.

## IV. COMPLIANCE

- A. Access to HRHotline through HR360 Partnership (available to clients with 25-500 eligible employees)
- B. Respond to inquiries as requested.
- C. Holmes Murphy-sponsored seminars and webinars.
- D. Conduct Compliance Scorecard review.
- E. Provide Compliance Alert emails and updates.
- F. Inform client on legislative and regulatory changes with potential impact on benefit plans.
- G. Template benefit compliance required notices.

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Holmes Murphy provides general guidance to its clients on employee benefits and related personnel matters but does not provide legal advice.

## V. WELLNESS/CLINICAL SERVICES

- A. Employee wellness education campaigns (templates).
- B. Evaluation and implementation of wellness/clinical and carrier provided programs.

## VI. FINANCIALS/REPORTING/DATA ANALYSIS

- A. Annual health plan financial analysis.
- B. Vendor monthly or quarterly claims reporting.
- C. Large claimant analysis.
- D. Calculate COBRA rates for all benefits.
- E. Contribution modeling analytics.
- F. Reforecast current year budget with revised enrollment.
- G. Develop reserve and quarterly IBNR projections and consult with accounting firm, as requested (self-funded only).
- H. Benchmarking analysis (annually).
- I. Analysis of risk levels and stop-loss modeling (self-funded only).
- J. PBM/network/carrier/cost containment marketing/review (self-funded only).
- K. Carrier network analysis.
- L. Monthly Financial Statistical Report (MFSR) reporting (self-funded only).

## VII. ADDITIONAL SERVICES

Additional Services are available either through Holmes Murphy or a third party at an additional cost. These services are not included in the Holmes Murphy core scope of services. For an estimated cost of each additional service, please speak to your Holmes Murphy Consultant.

Holmes Murphy is not responsible for services offered by a third party regardless of whether the third party was recommended by Holmes Murphy in their capacity as Broker of Record.

- A. Employee enrollment meetings requiring travel.
- B. Customized communications.
- C. Communication drafting, design, printing, and distribution.
- D. GuideSpark videos and online benefit booklets, etc.
- E. Plan document and SPD creation.
- F. Non-discrimination testing.
- G. ACAP Health products and services.
- H. AVANT Specialty Benefits.
- I. Third-party audit costs.
- J. 5500 Form filing preparation.
- K. Benefit Administration Vendor and Benefit Technology evaluation and implementations.
- L. Benefit eligibility management.
- M. Medicare Part D actuarial attestation and notification.
- N. OPEB Valuation.
- O. Vendor file feed fees.
- P. Custom data analysis, scorecard development, and data warehousing.
- Q. Leave of Absence Management.

## VIII. HOLMES MURPHY COMPENSATION AND DISCLOSURES

Holmes Murphy would be honored to provide benefit advisory services to the City of Freeport. We are comfortable with any compensation methodology other than billable hours. Our practice is built around improving the results for our clients no matter what or how long it takes. We believe that billable hours can discourage customers from accessing our consulting services.

Our typical compensation arrangement is based on a pre-agreed, fixed annual budget. Some of our customers choose to require vendor commissions to offset these costs. However, we are completely open to any ideas you have regarding compensation.

While we strive to create a balance between revenue and resources, Holmes Murphy, in no way, wants cost to become a barrier to earning the right to work with City of Freeport.

### **Sales and Use Taxes:**

In addition to payment of commissions, fees, and other amounts due under this Agreement, the City of Freeport is responsible for payment of any sales and use tax due on or with respect to commissions, fees, and other amounts payable under this Agreement. The City of Freeport will pay applicable sales or use tax to HMA or the proper tax authority as required by law.

### **Disclosures:**

As mentioned, compensation transparency is important to Holmes Murphy, and we strive to provide all clients with a clear picture as it relates to our compensation beyond the traditional reports you may



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receive, such as the 5500 schedules, or other carrier provided disclosures. We provide this compensation disclosure to you in good faith as we value your full understanding of the relationship which you have with Holmes Murphy. If you have any questions on Holmes Murphy's compensation as it relates to our partnership, please reach out to your account team for additional discussion.

Holmes Murphy receives compensation on accounts either through a consulting fee paid by the client and/or through commissions paid by the insurance company. Such compensation is dictated by state law, which Holmes Murphy works to comply with in all jurisdictions. In addition to consulting fees, Holmes Murphy may be eligible to receive commissions from insurance companies and vendors whose products are utilized by a client. The client will authorize the fees the client pays for these products. Holmes Murphy must disclose in writing the amount of any such commissions received.

Additionally, Holmes Murphy may receive compensation for non-medical/dental benefit coverages or other ancillary products that are paid by the vendor to Holmes Murphy. National carrier contingency payments or bonus payments may also be paid to Holmes Murphy based on national volume not specific to any client as well as several "contingent" factors related to overall premium volume, premium growth year-over-year, profitability and/or retention targets set by the insurer and those funds are directed to corporate initiatives. Holmes Murphy may also receive compensation for placing your insurance from other intermediaries, such as wholesalers and premium finance companies, which may or may not be affiliated with Holmes Murphy. That compensation may be in the form of commissions, administrative fees, placement fees, interest, or other compensation none of which are tracked or budgeted for since they are not guaranteed. Override compensation, when available, is used to offset expenses relative to our expertise areas (clinical, data analytics, communications, and actuarial).

Contingency earnings for HMA in the last three years have been between 6-8% of Employee Benefit earnings. Additional compensation may be earned but may be unable to be calculated at the time of this disclosure. Clients may choose to opt out of contingency arrangement calculations by notifying their HMA consultant in writing.

Finally, Holmes Murphy works closely with numerous carriers and vendors who may provide gifts or other non-monetary based compensation as part of our ongoing and established relationship. While this is not the case with every carrier or vendor, Holmes Murphy does accept such gifts or other non-monetary based compensation as a normal course of business.



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Below is a description of the compensation arrangement between Holmes Murphy and the City of Freeport.

**COMMISSION COMPENSATION STRUCTURE:**

Holmes Murphy will accept the current commission structure that is part of the City's current pricing with your existing carrier partners. Where possible we will explore converting this structure to a flat fee compensation per line of coverage vs. the commissions tied to a percentage of premium. This may lower the City's operational expenses associated with these premiums.

# City of Freeport

**Request for Employee Benefit Broker Services**  
**April 28, 2022**

April 27, 2022

Ms. Donna Fisher  
City of Freeport  
Human Resources  
200 W. 2<sup>nd</sup> Street  
Freeport, Texas 77541

Dear Donna,

We believe a partnership between Holmes Murphy and the City of Freeport, Texas (the City) is a long-term strategic journey. Thank you for considering Holmes Murphy in your search for a new Employee Benefits Broker partner.

Holmes Murphy serves clients in every industry and of almost every size with the ultimate goal of providing thoughtful expertise, exceptional service, and caring for your unique potential. We ask the tough questions, avoid the easy path, believe fully in caring for the unique challenges of the industry, and leverage our greatest assets — the hearts and minds of our people — to advocate on your behalf. That's been our approach to risk management and benefits consulting since our inception in 1932. **Why? Because we Care.Fully for YOU.**

The dedicated team proposed to work for the City has extensive experience with public sector employers, serving more than 30 in Texas alone, including some of your neighbors like the City of Rosenberg, City of Beaumont, and the City of Baytown to name a few. Our experience in South Texas, and with Cigna, and all the major insurance carriers that could serve you, allows us to provide the City with a unique perspective to benefits that no other Consultant can offer in our opinion.

In the responses that follow, we invite you to learn more about Holmes Murphy. Through the testimonials, samples of our work, and video links, we hope to give you a flavor of what it's like to be able to serve you and your employees and retirees. We are proud to serve thousands of clients nationwide and many of the most recognized Public Entities in Texas.

Best Regards,



David Gibson, CEBS  
Vice President – Client Service, EB  
(214) 232.7856  
[DGibson@holmesmurphy.com](mailto:DGibson@holmesmurphy.com)



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## Holmes Murphy Overview

# Here's a little bit about us.

(Even though we'd rather talk about you.)

Independent and Privately Held

FOUNDED  
1932

OVER  
1,000  
EMPLOYEES

13  
OFFICES  
11  
STATES

8  
Subsidiaries

Insurance Consulting

170+  
SHAREHOLDERS

2  
Lines of Business

THERE'S NO PLACE LIKE HOLMES



# Understand. Fully.



At Holmes Murphy, we ask questions, listen and learn first. Only then can we recommend a solution unique to your company culture and your business challenges. But how will you know it's the right answer? By asking more questions, measuring results and making sure you get the full picture of how well your insurance program is working for you. Reduce risk. Increase profits. Achieve potential. That's the plan.

## **Promoting Health: Employee Benefits**

Disease is the main cost driver of healthcare spending. That's why we encourage early detection. By helping employers target at-risk employees and develop condition-specific plans, we seek nothing less than the complete prevention of disease. That may be ambitious, but we believe it's worth every effort.

## **Protecting Wealth: Property Casualty**

Our exclusive system, "Understanding ART," provides real world benchmarking of your performance to avoid, reduce and transfer potential loss. This system – paired with our processes – enables you to better protect your investment in your people and enterprise. Helping you avoid loss. That's how together we win.

## **Delivering Peace of Mind**

When you have confidence in your coverage, it lets you focus on your purpose. At Holmes Murphy, it's our purpose to help you find the peace of mind that lets you and your people achieve their full potential.

It's not just about making a difference. It's measuring the distance from here to there to where you want to be. We're ready to start that journey when you are.

# RFP Response - Questionnaire

## QUALIFICATIONS AND EXPERIENCE

### Company Overview

#### 1. Describe your company’s primary business focus, including areas not related to benefits.

“Caring for Your Unique Potential is Our Soul Purpose.” That statement is the core of how we do business. We ask the tough questions, avoid the easy path, believe fully in caring for the unique challenges of our clients, and leverage our greatest assets — the hearts and minds of our people — to advocate on behalf of our clients. That’s our approach to risk management and benefits consulting, and it’s worked for us since our inception in 1932. As an independent brokerage, we serve clients in every industry and of almost every size, with the ultimate goal of providing exceptional service and caring for our clients’ unique potential.

While our primary business focus is on brokerage services – employee benefits and property casualty insurance consulting and risk management, we are also focused on innovation. We have 8 family brands that illustrate our business focus – both in and out of consulting and risk management.

Holmes Murphy’s eight wholly owned subsidiaries include ACAP HealthWorks, AVANT Specialty Benefits, Creative Risk Solutions, Innovative Captive Strategies, Charlesworth Consulting, EthOs, Global Captive Management, and CSDZ. What we bring to the table is a proven, strategic consulting approach to find the best fit for your company’s culture. Your company is unique. So is ours. We take the time to get to know you, your organizational culture, and find out what tools, programs, and services make the most sense for you. Proud of our heritage as an **independent** company, Holmes Murphy’s vision for the future is to remain privately held where the owners of the company stay involved in the business by working closely with our clients.



#### 2. What is your company’s gross annual revenue? What is the gross annual revenue of the employee benefits portion of your company?

In 2021, Holmes Murphy’s gross annual revenue was \$257 million. The gross annual revenue for our employee benefits consulting line of business was \$128 million.

#### 3. Provide a description of all relevant services you would provide to the City of Freeport as part of a health benefits consulting relationship. Attach artifacts in appendix.

Below is a listing of all the services you can expect from your Holmes Murphy team:



## CONSULTING SERVICES

- Conduct Core Beliefs exercise with the City's leadership team.
- Designated consulting team will develop a strategic plan for both immediate and long-term approaches to optimize benefits and mitigate health care cost trends.
- Conduct weekly service meetings with the HR staff and the City's vendors.
- Provide designated Benefit Coordinator to respond to phone and email inquiries from the City's employees regarding benefit plans, claim issues, etc.
- Vendor Management - Provide ongoing assistance with resolving vendor issues with enrollment, claims, billing, eligibility, coverage appeals, etc. upon request from the HR Team.
- Conduct policy/contract/certificate review for completeness and accuracy.
- Provide administration/HR support.
- Prepare, strategize, and facilitate Open Enrollment meetings.
- Conduct/facilitate employee engagement surveys.
- Prepare annual strategic timeline.

## MARKETING/PROCUREMENT SERVICES (NEW GROUP/RENEWAL)

- Holmes Murphy underwriting analysis for the fully insured plans.
- Evaluate and consult on market trends.
- Evaluate and market benefit portfolio through RFP process.
- Analyze, present, and recommend marketing results.
- Negotiate pricing, performance guarantees, and contract terms with carriers.
- New carrier installation/implementation support.
- Carrier financial reviews (A.M. Best ratings, Performance, Liquidity, etc.).
- Review SPD and SBC for accuracy and consistency with terms of coverage sold/renewal terms.
- Contract/agreement/policy/certificate review/delivery.

## RENEWAL STRATEGY AND SERVICES

- Conduct pre-renewal strategy meeting (6 months prior to renewal).
- Benefit Portfolio Financial and Utilization Analysis (if available by Carrier).
- Manage renewal process and present renewal recommendations.
- Prospective Renewals six months prior to effective date.
- Financial/strategic/budget planning.
- Consult on bargaining/negotiations.
- Consult on benefit plan design and eligibility (waiting periods, contract language, etc.).
- Consult on benefit trends.
- Benchmark plan and contributions in comparison to other employers, including Retiree coverages.

## COMMUNICATIONS

- Access to Human Resource team support portal (HR360).
- Access to Holmes Murphy-sponsored seminars/webinars.
- Advise employees on benefits through Open Enrollment meetings and education.

- Assist in providing health and wellness related content for employee newsletter.
- Update template communications for annual benefits Open Enrollment.
- Develop strategic communication calendar and timeline.
- Employee wellness education campaigns (templates).
- Evaluate and provide feedback on communication tools and materials included in carrier contracts, such as plan selection tools, wellness newsletters, etc.

## COMPLIANCE

- Unlimited access to Holmes Murphy attorneys for compliance assistance.
- Respond to inquiries as requested.
- Holmes Murphy-sponsored seminars and webinars.
- Conduct Compliance Scorecard review.
- Provide Compliance Alert emails and updates.
- Inform client on legislative and regulatory changes with potential impact on benefit plans.
- Health Care Reform presentations and updates.
- Client webinars.

Holmes Murphy provides general guidance to its clients on employee benefits and related personnel matters but does not provide legal advice. However, our attorneys are willing to jump on a call at any time with the City's legal counsel to discuss this guidance when needed.

## WELLNESS/CLINICAL SERVICES

- Employee wellness education campaigns (templates).
- Evaluation and implementation of wellness/clinical and carrier provided programs.
- Benchmarking report when needed from HMA RFI results for over 100 Clinical Wellness vendors, along with plan design and incentives to drive desired behavior.
- Clinical reporting through Data Warehouse tool (IBM/Watson) Clinical Learning Understanding Engine (CLUE). This service is included at no additional cost to the City.

## FINANCIALS/REPORTING/DATA ANALYSIS

- Annual health plan financial analysis.
- Vendor monthly or quarterly claims reporting.
- Large claimant analysis.
- Calculate COBRA rates for all benefits.
- Contribution modeling analytics.
- Reforecast current year budget with revised enrollment (self-funded only).
- Develop reserve and quarterly IBNR projections and consult with accounting firm, as requested (self-funded only).
- Benchmarking analysis (annually).
- Analysis of risk levels and stop-loss modeling (self-funded only).
- PBM/network/carrier/cost containment marketing/review (self-funded only).
- Carrier network analysis.

#### **4. How many attorneys do you have on staff who specialize in health and welfare?**

Our Holmes Murphy compliance team, led by our Compliance Director Claire Pancerz, J.D., is a voice of calm amongst the seemingly chaotic world of employee benefits legislation. This team is made up of 15 to 20 professionals, each representing Holmes Murphy offices across the country. Claire is based in Dallas, TX. Overall, we have access to over 40 attorneys that could serve the City for any compliance related questions at no additional cost to the City.

Additionally, this team hosts monthly brown bag meetings with all our employee benefits staff to share knowledge on various topics that our clients are facing. As an outgrowth of the need for extensive compliance information indicated by the compliance team, Holmes Murphy holds regular brown bag lunches open to all Holmes Murphy employees and Employers. In these lunches, the team takes a concentrated dive into a single compliance topic that is walked through by the compliance team, or an outside subject matter expert.

#### **5. How many professionals do you employ directly for actuarial services?**

Holmes Murphy currently employs seven professionals in our actuarial services team specific to employee benefits that are all in our Dallas office. This team has significant experience working with Public Entities in Texas, along with OPEB valuation services and consulting. We have recently developed some innovative approaches to lowering future OPEB liabilities through eligibility changes and leveraging either marketplace alternatives, or external exchanges.

#### **6. How many professionals do you employ directly for health management?**

Holmes Murphy currently employs 16 professionals in our health management (clinical wellbeing) practice that are based in our Dallas office to serve the City, and the Core Holmes Murphy Consulting team that will serve the City. This team is led by Dr. Scott Conard who has more than 30 years of experience as a Primary Care Physician, evaluating marketplace clinical solutions, and leader in management of on-site Clinics.

#### **7. Explain how your company remains current on marketplace standards and gains information regarding new services and new technology available in benefits strategy and administration.**

##### **Share Abundantly**

One of our guiding Aspirations is Share Abundantly. Our product is our cumulative knowledge and experience. We resist being selfish with our knowledge, time, opportunities, and resources because our combined positive impact is greater than the sum of our individual efforts. Collectively this Share Abundantly philosophy involves our collective 250 Texas-based employees sharing with each other the best practices that each has achieved for our collective clients. This is the best way for our consultants to know what works, and what doesn't for our clients in Texas, and especially with Texas Public entities.



Our leverage also not only lies with our size, but also with our presence and involvement in the industry, being known as a leader and innovator. Holmes Murphy is a member of the Dallas Fort Worth Business Group on Health (DFWBGH) and sponsors many of the activities presented by this organization. In fact, Holmes Murphy consultants led the DFWBGH Board in strategic planning in 2019. The relationships we've built in the insurance industry, our growing market share and customer base, and our proven history of results have led to our representatives being included on the National Advisory Councils for Aetna, BCBS National Consortium, CIGNA, and UnitedHealthcare. In addition, compliance and consulting team members are heavily involved in the National Association of Health Underwriters (NAHU) and Dallas Association of Health Underwriters (DAHU), which work directly with leaders throughout the country to address health care. Involvement in these organizations gives us valuable insights into the product and strategic direction under development, as well as access to the decision-makers who are shaping our national policy on healthcare.

Finally, we have partnered with several organizations to provide the best pricing leverage and expertise for our clients. For example, Holmes Murphy partners with Stealth Partner Group as our stop-loss specialty unit, leveraging their broad client base and expertise for better pricing and contract terms.

In summary, our position in the marketplace allows us to enjoy certain preferred financial arrangements with program vendors. We actively cultivate long-standing relationships with major carriers, and those relationships allow us to negotiate aggressively and obtain cost-efficient proposals for our clients. This position also allows our clients' additional tools and services that are not readily available in the general market and provides us with insight into the strategic direction of vendor companies, placing us in a highly desirable position to negotiate the best possible contract terms for our clients.

## **PARTICIPATION IN INDUSTRY ORGANIZATIONS**

Holmes Murphy is a member of the National Business Group on Health and sponsors many of the activities presented by the local BGH. Additionally, Holmes Murphy consultants have led many local BGH Boards in strategic planning. The team assigned to this engagement also participates in the Texas Municipal Human Resources Association (TMHRA), State and Local Government Association (SALGBA), D/FW Certified Employee Benefits Specialists (CEBS), Texas City Managers Association (TCMA), D/FW Business Group on Health, and Texas Association of Health Underwriters (TAMU) to name just a few.

Our Texas President, Den Bishop is an active member on The Council for Insurance Agents & Brokers (CIAB), the premier association for the top regional, national, and international commercial insurance and employee benefits professionals worldwide. Den also serves on the Board for C2 Solutions.

Many consultants throughout the company serve in the local chapters of the National Association for Health Underwriters.

Additionally, most of our consultants are members of the local SHRM councils and participate in continuing education opportunities through this organization.



**8. Identify the benefits consultant who will be responsible for conduct of the benefits work, designated as the City of Freeport’s project leader. Attach a resume that includes qualifications and certification, years of experience in benefits consulting.**

**DAVID GIBSON, VICE PRESIDENT – CLIENT CONSULTING SERVICE LEAD.**

**[DGIBSON@HOLMESMURPHY.COM](mailto:DGIBSON@HOLMESMURPHY.COM); (214) 232.7856**



David joined Holmes Murphy in 2013 and has 20 years of consulting experience serving primarily public-sector clients like the City of Round Rock, Williamson County, City of Dallas, City of Rosenberg, City of Coppell, and City of Rockwall to name a few. David is a Certified Employee Benefits Specialist (CEBS) and holds an MBA in Finance and BBA in Marketing from the University of North Texas. David holds the Life and Health Insurance Counselor license and Group 1 license. David has served as a Certified Employee Benefits Specialist instructor at SMU in the past.

Prior to his consulting career, David was the Director of Underwriting with Sanus Health Plans of Texas before it was acquired by Blue Cross/Blue Shield of Texas. David will lead all strategy, budgeting, financial considerations, and will serve as the City’s Insurance Fund Manager for all your Health & Welfare Benefit plans. David will show the City how you can properly manage this fund which will lead to a healthy reserve for the City, Employees, and Retirees to sustain these programs for the future.

When not working, David enjoys spending time with his family, competing in 5ks, and racing vintage motocross races in Texas.

**16. Identify the support team members. Attach a resume that includes qualifications and certification, experience, and contact information.**

**SHAWN QUILDON, VP, CLIENT SERVICE, EB/Shareholder.**

**[SQUILDON@HOLMESMURPHY.COM](mailto:SQUILDON@HOLMESMURPHY.COM); (214) 893.1288.**



Shawn Quildon is an Vice President, Client Service with Holmes Murphy. She has more than 15 years of employee benefits experience. Prior to joining Holmes Murphy, Shawn was the Benefit Manager at ACE Cash Express and Aegis Communications Group. Her experience with benefits as an employer adds an extreme value to her role with Holmes Murphy. She has a full understanding of the employer’s responsibility to its shareholders and to its employees. As a Vice

President, she relates easily to the challenges faced by her clients.

During her past nine years at Holmes Murphy, Shawn’s concentration has been on self-funded clients, primarily in the Public sector. She will be responsible for the overall client relationship, vendor management, strategic direction, and Peer Review of our work product.

Shawn holds an AAS, from Mountain View College. Shawn is very active in her community and serves on the Board of Directors for the Cedar Hill Economic Development Corporation, Leadership Southwest and the Cedar Hill Food Pantry. Shawn was recently named “40 under 40” by the Lancaster Chamber of



Commerce. She also holds a Group Life and Health Insurance license and she is a SHRM designated PHR, Professional Human Resources.

**KAITLYN BEAIRD, ACCOUNT MANAGER**

**[KBEAIRD@HOLMESMURPHY.COM](mailto:KBEAIRD@HOLMESMURPHY.COM), (318) 372.6993.**



Kaitlyn Beaird is an Account Manager in our Dallas office who serves many Public Sector clients including the City of Round Rock, Williamson County, and City of Irving. In this role, she handles the day-to-day communications and relationships between her clients and their vendor partners. She assists account leaders with all strategy work as well as see through all implementations, renewals, and day-to-day service items.

Prior to working at Holmes Murphy, Kaitlyn worked with Unum in the Dallas and Atlanta markets for five years, and has eight years of Employee Benefits experience. She has a bachelor's degree from Louisiana Tech University and grew up on a farm in West Monroe, LA.

When not working Kaitlyn enjoys spending time with family and friend, and competing in marathons and 10ks.

**RYAN BEASLEY, GBA, SENIOR FINANCIAL CONSULTANT**

**[RBEASLEY@HOLMESMURPHY.COM](mailto:RBEASLEY@HOLMESMURPHY.COM); (405) 570.4259**



Ryan Beasley joined Holmes Murphy in 2008 with a goal to help clients establish their benefit plan budgets. His job for the City will be to help analyze current trends and strategies best suited to your culture and future needs. As a senior financial analyst, Ryan creates financial reports to help track and project costs for your finance and accounting departments, as well as being responsible for creating IBNR reserves, accrual, profit and loss statements, and cost driver analysis. He also assists in implementing strategies and providing technical and analytical research on

current trends in healthcare.

Ryan has worked with more than 50 clients in a wide array of industries and has helped implement strategies that best suit their needs. Currently, Ryan manages over a half billion in healthcare funds and has helped build and maintain our actuarial/underwriting interactive model used on all the Dallas ASO groups. Ryan serves as the lead Financial Consultant for the City of Dallas and has developed a detailed "Income Statement" approach to managing revenues and expenses for their Active, Pre-65 Retirees, and Post-65 retiree expenses.

Ryan has his Bachelor's degree in Finance from Abilene Christian University. He has his GBA designation and is currently working on his ChFC (Charter healthcare financial consultant) designation.

Outside of work, Ryan enjoys spending time with his family, camping, and fishing.

**SUBJECT MATTER EXPERTS**



In addition to your dedicated account service team, you will have access to individuals at Holmes Murphy who are experts in their fields (actuarial, clinical, communication, compliance etc.) You can read a little bit about them below:

## **ACTUARIAL EXPERTISE**

### **MARK VAN BUSKIRK, CHIEF ACTUARY**



Mark Van Buskirk joined Holmes Murphy as Chief Actuary in February, 1999. Mark brings more than 25 years of actuarial experience in the healthcare industry to the Holmes Murphy team. Mark's expertise includes all financial aspects of health and welfare plans. He excels in creative financial modeling of unique ideas to help clients design, monitor, and implement their health plans.

Prior to joining Holmes Murphy, Mark's previous actuarial experience includes a number of years at some of the leading Accounting Consulting firms performing Actuarial Valuations for financial statement reporting.

Education and Professional Accreditation include:

- B.S. in Computer Sciences from Northwestern University: May 1982
- M.S. in Mathematics from Northwestern University: June 1986
- Ph.D. in Mathematics from Northwestern University: June 1993
- Associate, Society of Actuaries
- Member, American Academy of Actuaries

### **KATHRYN HOLMES, ASA, MAAA, CONSULTING ACTUARY**



designations.

Kathryn Holmes joined Holmes Murphy as a Consulting Actuary. In this role, she works closely with client teams to help evaluate the plan's financial performance. Kathryn has more than 7 years of actuarial work experience prior to joining the Holmes Murphy team. Kathryn received her education from the University of Nebraska-Lincoln / Bachelor of Business Administration / Actuarial Science. She has her ASA and MAAA

## **CLINICAL EXPERTISE AND WELLNESS PRACTICE**

### **DR. SCOTT CONARD, HOLMES MURPHY CHIEF MEDICAL OFFICER**



Dr. Scott Conard is passionate about transforming healthcare to provide more convenience, significantly improve quality, and lower cost. He believes that challenges can best be met with innovation, technology, and accountability, and that "greater convenience, higher quality, and lower costs" are not mutually exclusive. In fact, the surest path to reduced costs lies in a better model of care that embraces preventive care, early detection, excellence in management of known conditions and improved behaviors. Dr. Conard is a seasoned professional with a history of getting things done. His experience includes efforts such as:

- Organizing physicians and health systems for a 500+ physician medical group
- Designing processes and systems to deliver streamlined care for integrated physician systems
- Identifying and evaluating innovative programs to prevent diabetes
- Increasing transparency and employee empowerment

As Chief Medical Officer, he believes that every company has a unique culture and needs that create opportunities to achieve significant improvement in health and lower costs. His experience in medicine, corporate leadership, and healthcare allows him to create the strategic plan and serve as the accountability "agent", leveraging this deep understanding as an integrator of effective interventions.

In 1986, he graduated from the University of South Florida Medical School where he studied and did research on geriatrics and continuing care retirement communities with a grant from the National Council on Aging.

He came to Dallas to study at the Southwestern affiliated family practice residency program at St. Paul Hospital. In 1989, he went into private practice in Irving, Texas, initially by taking his geriatrics knowledge and providing care for those in Adult Congregate Living and Skilled Nursing Facilities. Dr. Conard is board certified in bariatric medicine (weight loss medicine), a Certified Diabetes Educator, recognized in Behavioral Sleep Medicine, and taught more than 600 programs on these topics to physicians in the United States and abroad.

#### **LEIA SPOOR, SR. CLINICAL CONSULTANT**



Leia Spoor joined Holmes Murphy in 2019 as Senior Clinical Consultant. In her role, Leia is a resource for all the EB clients and works closely with our Clinical Learning and Understanding Engine (CLUE) as part of the Health Asset Management team. She is responsible for bringing disease-specific reporting to approach data from a new perspective to drive decision-making and identify interventions that will have impact for clients.

Prior to joining Holmes Murphy, Leia was Director of Health and Wellness at Baylor Scott & White Health. At BSW, she was responsible for developing the first comprehensive wellness program for the organization, achieving measurable results and numerous national recognitions for its success in improving health in the lives of employees and family members. Leia is also one of the Top 100 Wellbeing Leaders for the Corporate Health & Wellness Association.

Leia earned her Bachelor of Science in Biomedical Science and Master of Public Health from Texas A&M University. She is also a Diplomate from the American Board of Lifestyle Medicine. Active in her community, Leia is a member of many clubs and organizations related to her church and children's school. In her time outside of work, she enjoys traveling to Costa Rica and spending time with family and friends.

#### **COMMUNICATION EXPERTISE**

##### **MARK FITZGIBBONS, COMMUNICATION DIRECTOR**





With more than 25 years' experience in customized communication strategy and implementation consulting, Mark Fitzgibbons leads the Communication Practice for Holmes Murphy.

As Communication Director, Mark works with a wide variety of organizations in planning, creating, and implementing successful, engaging internal campaigns that connect leaders and employees in meaningful, ongoing organizational conversations.

His areas of expertise include branding and identity development, health benefit and health improvement programs, retirement plans, stock plans, broad-based and executive compensation, investment education, and organizational/cultural change. His campaigns have included focus groups, surveys, interviews, and all types of web-based, print, video, and face-to-face delivery media.

Mark earned his B.A. from Northwestern University in 1985. Among other awards, he has won the Gold Quill Award from the International Association of Business Communicators.

#### **EMPLOYEE BENEFITS COMPLIANCE AND HEALTH CARE REFORM ADVISORY TEAM** **CLAIRE PANCERZ, J.D., COMPLIANCE DIRECTOR**



Claire Pancerz, Compliance Director, is responsible for working with compliance issues of interest to Holmes Murphy and its clients. Claire holds more than 23 years of experience in health care and insurance, working in marketing, sales, advertising and compliance.

A graduate of Trinity University in San Antonio, Texas, she earned her B.A. in English and History. Claire then went on to attend Washington and Lee University School of Law in Lexington, Virginia, where she earned her J.D.

Prior to Holmes Murphy, Claire served as head of Aetna's Legislative and Regulatory Analysis Unit. She is currently a member of the Texas Bar Association, Executive Healthcare Network, Health Care Compliance Association, and American Health Lawyers Association.

#### **9. Describe the roles and responsibilities of the benefit consultant project leader and support team members.**

We do not work strictly in "silo" teams. Rather, each client team is built around the specific needs of a customer, which allows for ideas, thoughts, processes, and innovations to be shared. Below outlines the roles each day-to-day team member would fulfill.

- **VP/Clinical/Compliance/Strategy Leads** - Dedicated account executive to provide strategic consulting, oversee day-to-day strategic and tactical objectives.
- **Account Manager** - Documentation and marketing specialist responsible for building internal systems, provide account support for consultant, builds client presentations and employee communications.

Our Consulting approach is on a team basis where we ask that **ALL** members of the team be included and copied on every service request that is requested by the client, whether it is a day-to-day service request

related to one of your vendors, or a strategic item that needs to be handled by a Senior member of our team. This approach allows all members of the team to be aware of all deliverables due to the client so that we hold each other, *internally*, accountable to you. Internally we will maintain an internal report of all open items that are due to the City, and who is responsible for completing this task or deliverable.

At the end of the day, David Gibson is responsible for the successful conclusion of all service items that are due to the City, whether they be strategic, financial, service related, or transactional. Shawn Quildon will provide an additional level of peer review and quality assurance for the team overall.

#### **10. Describe the on-site availability of the benefit consultant project leader and support team members.**

The designated team members are available to meet with you at any time. Our team serves many public entities throughout Texas. We will meet with your team in person without limitations.

#### **11. Compensation**

We believe we can best serve as an extension of the City's HR/Benefits team by removing any financial barriers from accessing our account service team. Holmes Murphy can provide employee benefit consulting services for the City on a pre-agreed, fee basis, based on a full scope of benefit consulting services outlined in this proposal.

**We can take over as Broker-of-Record under the existing Commissions built into the current benefit programs.** As part of the RFP, we would recommend that the City request that a flat dollar amount be built into the rates vs. a commission percentage. This will prevent the broker from having their compensation tied to medical/pharmacy trend.

We believe that our compensation should be on a defined fee basis annually to best serve the City. We will provide the City with an annual summary of our compensation associated with our relationship with the City and commit that we will adhere to what we promise to the City.

#### **Transparency**

Holmes Murphy has always had full transparency with respect to forms of compensation our firm receives from carriers and service providers. Additionally, we are in favor of the reporting of these amounts now being recognized on Schedule A/C disclosures, prepared by the carriers.

We do accept overrides or contingency commissions that can be based on total book of business, persistency, and multiple lines of coverage, and other variable formulas. Override compensation, when available, is used to offset expenses relative to our expertise areas (clinical, data analytics, communications, and actuarial).

This form of compensation is not recognized by local market offices nor paid to consulting teams as compensation. The individuals responsible for marketing your plans, evaluating vendor responses and



recommending vendor selections are not privy to the details of any additional compensation plans offered by carriers, which vary widely. Our consultants are fully objective in their evaluation of vendors and recommendations to clients without any conflicts of interest.

We will forgo any contingency or override compensation at the City's direction.

## 12. How would your company assist the City of Freeport in benchmarking its plans' performance and cost with other similar public entities?

Holmes Murphy uses a combination of national information and custom benchmarking surveys to help identify and analyze your competitive positioning.

**Companies Like Me:** We access various benchmarking applications including "Companies Like Me." Our C2 partnership is a collective of employee benefit brokerage and consulting firms around the country. Through this partnership, boutique firms in different regions of the country work together to deliver solutions that make us smarter and faster. The dataset now represents more than 200,000 plans and 16.4 million-member lives.

**Truven MarketScan:** For benchmarking on clinical health and utilization, our data warehousing tool through IBM Watson Health, will provide the City advanced analytical data from both a clinical health and financial health perspective with access to the Truven MarketScan database, including:

- 275 unique measurements
- 9,500+ benchmarks
- Benchmark categories on cost, use, price, quality, condition specific, and screening measures

In addition, on behalf of our clients, we obtain the Mercer National Survey of Employer Sponsored Health Plans annually. The survey includes a breakdown specific to Large Employers (5,000+ employees) and specific industries. The survey includes benchmarking information on design, cost, employee cost share, strategic solutions, eligibility, wellbeing programs, and retiree healthcare.

While benchmark reports provide many data points, we believe that the most important part of benchmarking is adding meaningful analysis, reflections, and information that will inform your long-term strategy. Your consulting team will continue to review the data and succinctly present the information back to you for strategic planning and effective decision making.

Please see sample Plan Value Benchmark in Appendix that we have developed for other Public Entities that helps organizations understand what percent of the costs (claims) Employers pay when a claim is paid.





# Care. Fully.

## Your Account Team



**David Gibson**  
Vice President - Client Service, EB  
214.265.6656  
DGibson@holmesmurphy.com



**Shawn Quildon**  
Vice President - Client Service, EB  
214.265.6636  
SQuildon@holmesmurphy.com



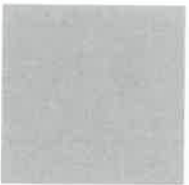
**Kaitlyn Beaird**  
Account Manager, EB  
214.706.5490  
KBeaird@holmesmurphy.com



**Ryan Beasley**  
Sr. Financial Consultant  
214.265.6342  
RBeasley@holmesmurphy.com



**Kathryn Holmes**  
Consulting Actuary  
214.706.5473  
KHolmes@holmesmurphy.com



## Your Subject Matter Experts



**Scott Conard, MD**  
Chief Medical Officer  
469.872.8008  
SConard@holmesmurphy.com



**Leia Spoor**  
Sr. Clinical Consultant  
214.265.6301  
LSpoor@holmesmurphy.com



**Mark Van Buskirk, Ph.D.**  
Chief Actuary  
214.265.6318  
MVanBusk@holmesmurphy.com



**Bill Magee**  
Director, Analytics & UW  
214.265.6312  
BMagee@holmesmurphy.com



**Mark Fitzgibbons**  
Communications Director  
214.265.6329  
MFitzgibbons@holmesmurphy.com



**Claire Pancerz, J.D., Esq.**  
Compliance Director  
214.706.5463  
CPancerz@holmesmurphy.com







# SERVICES AGREEMENT

This Agreement for Services ("Agreement") is made the \_\_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date") between the City of Freeport ("Client"), and Holmes Murphy & Associates, LLC ("Holmes Murphy"), either or both of which entities may be referred to individually or collectively as "Party" or "Parties", respectively.

WHEREAS, Holmes Murphy provides consulting and brokerage services to clients in the field of health and welfare benefits; therefore, Client hereby engages in the services of Holmes Murphy, and in consideration of the promises herein contained.

NOW, THEREFORE, the Parties hereby agree as follows:

## I. SCOPE OF SERVICES

Holmes Murphy will provide professional services in the area of health and welfare benefits as outlined in the Exhibit A attached hereto and hereby incorporated into this Agreement. Holmes Murphy is not responsible for services offered by a third party regardless of whether the third party was recommended by Holmes Murphy in their capacity as Broker of Record.

## II. SERVICES FEES

Compensation for medical and dental consulting will be a flat monthly consulting fee of \$\_\_\_\_\_. Compensation for non-medical/dental benefit coverages are paid by the vendor to Holmes Murphy. National Carrier bonus payments may be paid to Holmes Murphy based on national volume not specific to Client and those funds are directed to corporate initiatives.

In addition to the consulting fee, Holmes Murphy is eligible to receive commissions from insurance companies and vendors whose products are utilized by Client. Client will authorize the fees Client pays for these products. Holmes Murphy must disclose in writing the amount of any such commissions received.

Client will not incur any additional monthly fees after the Agreement is terminated as provided in Section III, however Holmes Murphy may still receive commissions from insurance companies following termination of this Agreement. Notwithstanding the foregoing, regardless of termination, in addition to payment of commissions, fees and other amounts due under this Agreement, Client is responsible for payment of any sales and use tax due on or with respect to commissions, fees and other amounts payable this Agreement. Client will pay applicable sales or use tax to Holmes Murphy or the proper tax authority as required by law.

## III. TERM

This Agreement will begin on the \_\_\_\_\_, 2022 and will continue for a period of \_\_\_\_ years thereafter (Initial Term). This Agreement will automatically renew for additional one year terms (each, a Renewal Term). The Initial Term and Renewal Term are collectively referred to herein as the Term. This Agreement may be terminated at any time and for any reason by either Party by providing ninety (90) days prior written notice to the other Party. In the event Client is transitioning health and welfare benefit services to another provider upon termination, Holmes Murphy shall use all reasonable efforts to share

information and coordinate such transition with the new provider in a professional and workmanlike manner.

#### **IV. INDEMNIFICATION**

Each Party ("Indemnitor") hereby agrees to indemnify, defend and hold harmless the other Party ("Indemnitee"), including the Indemnitee's subsidiaries and affiliates and their respective officers, directors, employees, agents, successors and assigns, from and against any and all losses, claims, demands, actions, costs, liabilities, damages, and expenses (including but not limited to reasonable attorney fees) arising out of or related to (i) the Indemnitor's performance or failure to perform any of its obligations under this Agreement, or (ii) any other negligent act or failure to act on the part of Indemnitor. In no event will either Party be liable for any special, incidental, punitive, indirect or consequential damages whatsoever arising out of the services, even if the party has been advised of that possibility. Notwithstanding the foregoing, Holmes Murphy's total liability under this section shall not exceed the sum of fees paid by Client or commissions received (excluding any insurance premiums) over the previous twelve (12) months.

#### **V. REPRESENTATIONS AND WARRANTIES**

Each Party represents and warrants to the other Party that: (i) it is duly authorized and licensed to do business and carry out its obligations under this Agreement; (ii) the making of this Agreement does not violate any law, regulation or agreement to which it is a party; (iii) in fulfilling its obligations pursuant to this Agreement, it will comply with all applicable federal, state and local laws or regulations; (iv) it has full power and authority to enter into this Agreement and the execution, delivery and performance of this Agreement has been authorized by all necessary corporate action; (v) it has obtained all third party consents required to enter into this Agreement and neither the execution, delivery or performance of this Agreement will conflict with or constitute a breach of its certificate of incorporation, charter or by-laws; (vi) it has had the opportunity to read this Agreement, has voluntarily entered into this Agreement, and is fully aware of its terms and conditions. The representations and warranties of this Section shall survive the termination of this Agreement.

#### **VI. CONFIDENTIALITY**

Holmes Murphy acknowledges that during the term of this Agreement, it will have access to or may come in to possession of various confidential materials of Client, including without limitation: employee information including name, address, social security number or any other personally identifiable information; contact information; account information; financial information; and security and operational procedures and information. Holmes Murphy agrees that it will not divulge any confidential material to any third party without Client's prior written consent, provided, however, Holmes Murphy shall be permitted to divulge confidential material to third parties that are utilized to provide the services to Client. Holmes Murphy further agrees that all confidential material shall be and remain the property of Client. All such information in tangible form, including all tools and equipment, shall be returned to Client promptly upon written request or the termination of the Agreement, and shall not thereafter be retained or used in any form or manner by Holmes Murphy. Notwithstanding the foregoing, subject to its obligations of confidentiality, Holmes Murphy may retain one copy of documents containing confidential information

necessary for archival purposes and to defend its work product. This undertaking shall survive any termination of this Agreement.

**VII. ASSIGNMENT**

This Agreement shall be binding upon, and shall inure to the benefit of the Parties, their administrators, executors, personal representatives, and successors.

**VIII. NOTICES**

Notices will be effective under this Agreement when in writing and delivered by next-day delivery service (with proof of delivery) or mailed by certified or registered mail, return receipt requested, to the appropriate Party below, with a copy to each Party's respective General Counsel,

Attn: General Counsel  
Holmes Murphy & Associates, LLC  
2727 Grand Prairie Parkway  
Waukee, IA 50263

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to the person and at the address designated in the future. Notices shall be deemed given on the date delivered or date of attempted delivery, if service is refused.

**IX. SEVERABILITY**

In the event any one or more of the provisions of this Agreement is held to be unenforceable or invalid under applicable law: (i) such unenforceability or invalidity shall not affect any other provision of this Agreement; (ii) this Agreement shall be construed as if said unenforceable or invalid provision had not been contained herein; and (iii) the Parties shall negotiate in good faith to replace the unenforceable or invalid provision by such as has the effect nearest to that of the provision being replaced.

**X. CAPTIONS**

The captions used in this Agreement are for convenience of reference only and are not to be used in interpreting the obligations of the Parties under this Agreement.

**XI. INDEPENDENT CONTRACTORS**

Nothing contained in this Agreement shall create any association, partnership, joint venture or principal/agent relationship between Client and Holmes Murphy, it being understood that the Parties are, with respect to each other, independent contractors, and neither Party shall have an authority to bind the other in any way.

**XII. GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Iowa, without regard to its conflict of law rules.

**XIII. WAIVER**

The failure to exercise any right under this Agreement shall not be deemed to be a waiver of such right, and shall not affect the right to enforce each and every right hereof. The waiver of any breach of any

term, provision, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent, actionable breach.

#### **XIV. ENTIRE AGREEMENT**

This Agreement and the Exhibits attached hereto constitute the entire understanding between the Parties concerning the subject matter hereof and supersede all prior discussions, agreements and representations, whether oral or written. This Agreement or any part or provision hereof shall not be deemed waived, amended, or modified by either Party unless such waiver, amendment or modification is in writing and executed by authorized representatives of both Parties.

#### **XV. COUNTERPART EXECUTION**

This Agreement may be executed in multiple counterparts, including emailed or telecopied facsimile, each of which when so executed shall be an original, and all of which shall constitute one and the same instrument.

In Witness Whereof, the Parties have caused their duly authorized representatives to execute this Agreement as of the day and year first above written.

AGREED:

Client

Holmes Murphy & Associates, LLC

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

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

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

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

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

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

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

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

## **Exhibit A – Scope of Services**



## City Council Agenda Item # 6 & 7

**Title:** Public Hearing on Establishment of Reinvestment Zone 2022-01 and Consideration and possible action regarding Ordinance 2022-2665 Establishing Reinvestment Zone 2022-01

**Date:** May 2, 2022

**From:** Tim Kelty, City Manager

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**Staff Recommendation:** Staff recommends Council conduct the public hearing and approve the ordinance establishing the Reinvestment Zone.

**Item Summary:** The City has been asked to consider and approve a Tax Abatement for an industry considering Freeport. Prior to being able to consider a tax abatement, Council is required to establish a Reinvestment Zone following a public hearing in its regard.

**Background Information:** , The company plans to make a \$114 Million investment on property improvements on land owned by, and to be leased under a 30-year lease agreement. The project which will result in the creation of \$28.5 Million in new Taxable Ad Valorem Value, in the construction of vertical building improvement. The project will result in the creation of 260-300 new direct and indirect jobs, of which 113 would be at the Reinvestment Zone itself.

**Special Considerations:** The Reinvestment Zone encompasses 149.7 acres located on the south side of State Highway 36 West of the intersection of Velasco Boulevard.

A public hearing regarding a potential tax abatement will be held at a special council meeting on Thursday May 26<sup>th</sup> at 6p.m. in Council Chambers.

**Financial Impact:** If the Company decides to located in Freeport, at the current tax rate of \$0.60/100s of assessed value \$28.5 million would result in \$171,000 in general fund revenue per year.

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

**Supporting Documentation:** Ordinance and location map



**ORDINANCE NO. 2022-2665**

**AN ORDINANCE ESTABLISHING REINVESTMENT ZONE 2022-01; PROVIDING THIS ORDINANCE BE CUMULATIVE; PROVIDING FOR SEVERABILITY; PROVIDING FOR GOVERNMENTAL IMMUNITY; PROVIDING FOR INJUNCTIVE RELIEF; AND BECOMING EFFECTIVE UPON PASSAGE.**

WHEREAS, the City Council of the City of Freeport, Texas, desires to promote the development or redevelopment of a certain area within its jurisdiction by the establishment of a Reinvestment Zone for commercial-industrial tax abatement; and

WHEREAS, on June 6, 2020, the City Council of the City of Freeport, Texas passed Resolution No 2020-2636 establishing guidelines and criteria governing tax abatement agreements; and

WHEREAS, on April 12, 2022, staff briefed City Council on the creation of Reinvestment Zone 2022-01 in executive session; and

WHEREAS, a public hearing was held at which time interested persons were entitled to speak and present evidence for or against the designation of the property described in Exhibit "A" as Reinvestment Zone 2022-01, and notice of such public hearing was published in the Brazosport Facts, a newspaper of general circulation in the City of Freeport not later than the seventh day before the date of the scheduled hearing.

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

SECTION 1. That all of the recitals contained in the preambles of this ordinance are found to be true and are adopted as findings of fact by this governing body and as part of its official record.

SECTION 2. The City Council, after conducting a public hearing and having considered all relevant evidence and testimony, has made the following findings and determinations based on such evidence and testimony:

- A. That a public hearing on the designation of Reinvestment Zone 2022-01 has been properly called, held and conducted, and that notice of such hearing was published in accordance with the law; and
- B. That the boundaries of Reinvestment Zone 2022-01 should be the proposed area of land more fully described in the property description attached hereto as Exhibit "A" and depicted on the map attached hereto as Exhibit "B"; and
- C. That the improvements sought to be made in Reinvestment Zone 2022-01 are feasible and practical and would be a benefit to the land to be included in the Zone and to the City of Freeport following the expiration of an executed Tax Abatement Agreement; and

D. That the proposed area of land to be designated Reinvestment Zone 2022-01 is reasonably likely, as a result of this designation, to contribute to the retention or expansion of primary employment or to attract major investment in the Zone that would be a benefit to the property, thereby contributing to the economic development of the City of Freeport.

SECTION 3. In accordance with State law, the City of Freeport hereby officially creates Reinvestment Zone 2022-01 for commercial-industrial tax abatement, which Zone shall hereafter encompass only that certain area of land more fully described in the property description attached hereto as Exhibit "A" and depicted on the map attached hereto as Exhibit "B"; and such Reinvestment Zone shall be officially designated as Tax Abatement Reinvestment Zone 2022-01 of the City of Freeport, Texas.

SECTION 4. The designation of Reinvestment Zone 2022-01 of the City of Freeport, Texas shall expire Five (5) years after the effective date of its designation and may be renewed.

SECTION 5. This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Freeport; and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 6. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 7. All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Freeport in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

SECTION 8. Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Freeport in a court of competent jurisdiction, located in Brazoria County, Texas, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Freeport.

This ordinance shall become effective immediately upon passage and execution.

PRESENTED AND PUBLIC HEARING held on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, at a regular meeting of the City Council of the City of Freeport, Texas; **READ, PASSED AND ADOPTED** on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays at a regular meeting of the City Council of the City of Freeport, Texas.

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

ATTEST:

APPROVED AS TO FORM ONLY:

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

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

# Exhibit "A11"

DESCRIPTION OF A 147.09 ACRE LEASE TRACT  
JOHN G. MCNEEL ½ LEAGUE, ABSTRACT NO. 335 AND  
CONCEPCION AREOLA SURVEY, ABSTRACT NO. 142  
BRAZORIA COUNTY, TEXAS

BEING A 147.09 ACRE LEASE TRACT IN THE JOHN G. MCNEEL ½ LEAGUE, ABSTRACT NO. 335 AND IN THE CONCEPCION AREOLA SURVEY, ABSTRACT NO. 142, BRAZORIA COUNTY, TEXAS; SAID 147.09 ACRE LEASE TRACT BEING PART OF THAT TRACT OF LAND REFERRED TO AS PARCEL 14 OF PORT FREEPORT; SAID PARCEL 14 BEING PART OF THE REMAINDER OF A 61.27 ACRE TRACT OF LAND CONVEYED TO BRAZOS RIVER HARBOR NAVIGATION DISTRICT FROM FREEPORT SULPHUR COMPANY BY DEED DATED JUNE 18, 1962 AND RECORDED IN VOLUME 826, PAGE 531 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS AND PART OF THE REMAINDER OF A 1384.40 ACRE TRACT REFERRED TO AS A PART OF TRACT SEVEN CONVEYED TO BRAZOS RIVER HARBOR NAVIGATION DISTRICT FROM FREEPORT MINERALS COMPANY BY DEED DATED AUGUST 27, 1982 AND RECORDED IN VOLUME 1663, PAGE 22 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS; SAID 147.09 ACRE LEASE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at TxDOT right of way monument located at the northeast corner of said Parcel 14 and being also located at the intersection of the southerly right of way of State Highway 36 with the westerly right of way of F M Highway 1495; thence as follows:

North 89° 12' 15" West, across said Parcel 14, a distance of 595.28 feet to the **POINT OF BEGINNING** and northeast corner of the herein described lease tract;

THENCE, South 29° 59' 49" West, along the eastern most line of the herein described lease tract, a distance of 562.30 feet to a point for corner;

THENCE, North 74° 46' 11" West, along the interior north line of the herein described lease tract, at a distance of 159.63 feet pass a chain link fence corner post located at the northeast corner of an existing 20.404 acre lease tract; and continuing for a total distance of 1,614.04 feet to a chain link fence corner post located at the northwest corner of said 20.404 acre lease tract for the interior corner of the herein described lease tract;

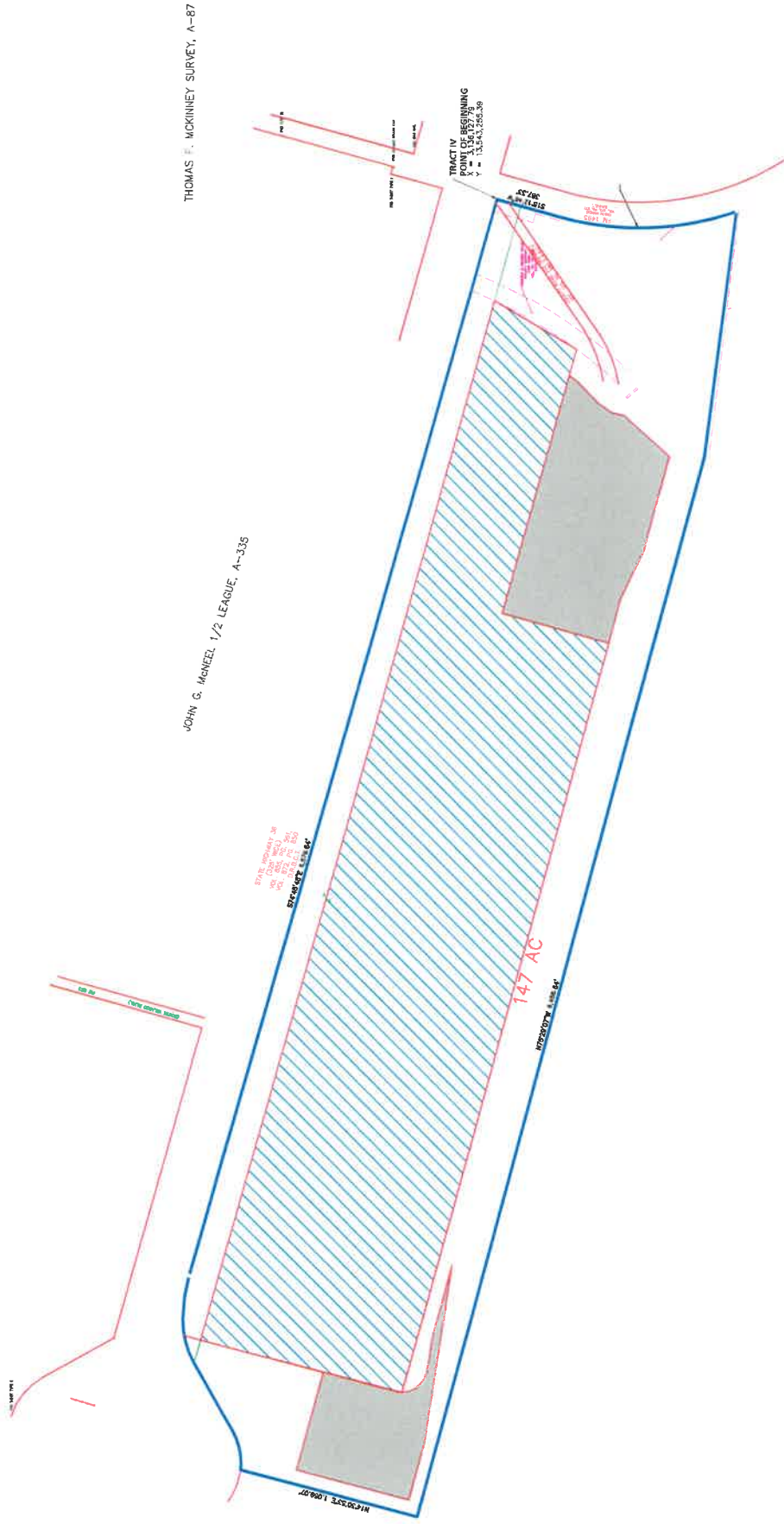
THENCE, South 15° 12' 24" West, along an interior east line of the herein described lease tract and along a chain link fence along the westerly line of said 20.404 acre lease site, a distance of 652.00 feet to a chain link fence corner post located at the southwest corner of said 20.404 acre lease tract and for the most southerly southeast corner of the herein described lease tract;

THENCE, North 75° 09' 40" West, along the southerly line of the herein described lease tract, a distance of 4,573.11 feet to a point for the southwest corner of the herein described lease tract; same being on the east line of 10.00 acre lease;

THENCE, North 14° 17' 43" East, along the westerly line of the herein described lease tract and along the east line of said 10.00 acre lease, passing the northeast corner of said 10.00 acre lease, and continuing for a total distance of 1,207.96 feet to a point for the northwest corner of the herein described lease tract;

THENCE, South 74° 56' 34" East, along the northerly line of the herein described lease tract, a distance of 6,349.84 feet to the **POINT OF BEGINNING** and containing 147.09 acres.

# Exhibit "B"



THOMAS F. MCKINNEY SURVEY, A-87

JOHN G. McNEEL 1/2 LEAGUE, A-435

STATE ROAD 1/2 AC  
N 23° 07' 00" W 4.0814 AC  
S 78° 50' 00" E 1.2618 AC  
SUBJECT LOT

TRACT IV  
POINT OF BEGINNING  
X = 13,543,255.36  
Y = 13,543,255.36

147 AC

N 23° 07' 00" W 4.0814 AC

457.76 AC

1.0807 AC

NEW STATE ROAD

STATE ROAD



## City Council Agenda Item # 8

**Title:** A Joint Public Hearing of City Council and Planning and Zoning Commission and consideration and possible action on Zoning Map Amendment for Freeport BLK 81 LOTS 1, 2, 3, 4, 5, 6, identified as 602, 606, 610, 614, 618 and 633 W. First Street, in Freeport, from C2 General Commercial to W2 Waterfront Residential.

**Date:** May 2, 2022

**From:** Kacey Roman, Director of Building and Code

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**Staff Recommendation:**

Recommend to approve Re-Zoning.

**Item Summary:**

Rezone of City block from C-2 (General Commercial) to WR (Waterfront Residential).

**Background Information:**

The owner has purchased the alley/right of way from the City of Freeport and is creating a private Homeowner's Association.

The current zone is C2, and the owner is requesting a re-zone to WR. All lots in question have residential properties on them, and there are 2 empty lots that are also planned for residential

**Special Considerations:**

None

**Financial Impact:**

None

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

None

**Supporting Documentation:**

See attached

**ORDINANCE NO. 2022-2666**

**AN ORDINANCE OF THE CITY OF FREEPORT, BRAZORIA COUNTY, TEXAS, CONTAINING FINDINGS OF FACT AND CONCLUSIONS OF LAW; AMENDING THE ZONING ORDINANCE OF SAID CITY TO CHANGE THE ZONING CLASSIFICATION FREEPORT BLOCK 81 OF THE FREEPORT TOWNSITE, LOTS 1,2,3,4,5, AND 6 CITY OF FREEPORT, BRAZORIA COUNTY, TEXAS, KNOWN LOCALLY AS 602, 606, 610, 614, 618, AND 622 WEST FIRST STREET, FROM ITS PRESENT ZONING CLASSIFICATION OF C-2 GENERAL COMMERCIAL, TO A NEW ZONING CLASSIFICATION OF W-2 WATERFRONT RESIDENTIAL; RATIFYING AND CONFIRMING ALL ACTIONS PREVIOUSLY TAKEN BY THE PLANNING AND ZONING COMMISSION OF SAID CITY OR THE CITY COUNCIL, OR BOTH; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FREEPORT, BRAZORIA COUNTY, TEXAS:**

**SECTION ONE--Findings of Fact and Conclusions of Law.**

The City Council of the City of Freeport, Brazoria County, Texas, ("the City") makes the following findings of fact and conclusions of law, viz:

First, that the public hearings required by the Zoning Enabling Act of the State of Texas, codified as Section 211.001, et seq., of the Texas Local Government Code, and the present Comprehensive Zoning Ordinance of the City have been conducted in the manner and at the time required.

Second, that not less than fifteen (15) days prior to the date of such hearings, public notice thereof was published once in the Brazosport Facts, a newspaper of general circulation in and the official newspaper of the City, stating the date, time and place of such hearings.

Third, that not less than ten (10) days before the date of such hearings, written notice of the proposed change in classification was proposed and to all owners of property located within two hundred (200') feet of such property.

Fourth, that after considering evidence submitted at such hearings, the City Council of the City is of the opinion and finds that the conditions which warranted the classification of the

hereinafter described property as -- at the time of the adoption of such classification for such property have substantially changed; that conditions now exist which indicate that the classification of such property as C-2 General Business District is no longer appropriate and, considering the community as a whole and the present Comprehensive Zoning Plan of the City, such property should be reclassified for purposes of zoning and the zoning of such property changed from C-2 General Business District to W-2 Waterfront Residential District.

Fifth, that the health, safety, morals and general welfare of the inhabitants of the City will best be served by the adoption of this ordinance and the change in zoning classification hereinafter mentioned.

**SECTION TWO--Comprehensive Zoning Ordinance Amended and Zoning Changed.**

Said Comprehensive Zoning Ordinances are hereby amended and supplemented to provide that the following described parcel of land within the corporate limits of the City, to-wit:

**FREEPORT BLOCK 81 OF THE FREEPORT TOWNSITE, LOTS 1-6,  
CITY OF FREEPORT, BRAZORIA COUNTY, TEXAS.**

**Locally known as 602, 606, 610, 614, 618, and 622 W. First Street, Freeport, Texas,**

be and the same is hereby reclassified for purposes of zoning as W-2, Waterfront Residential District as defined in the comprehensive zoning ordinances and that the zoning of said land should be and the same is hereby changed from C-2 General Business District to W-2 Waterfront Residential District.

And further, that the City shall prepare and execute an amended Official Zoning Map, to reflect the changes made by this ordinance, said map being the kept by the City Secretary and made available for inspection by the general public.

**SECTION THREE--Ratification and Confirmation.**

The City Council of the City hereby ratifies and confirms any and all action taken by the Planning and Zoning Commission thereof or the City Council, or both, in connection with the



change in zoning classification evidenced by this ordinance, including but not limited to the calling of a public hearing required by said Zoning Enabling Act, the giving of public notice of such hearings, the giving of written notice to the owners of property which is the subject of such and to the adjoining property owners, the making of preliminary and final reports with respect to such change and the conducting of the public hearings required by said Act and said Ordinance.

**SECTION FOUR--Severance Clause.**

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

**SECTION FIVE--Effective Date.**

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

**READ, PASSED AND ADOPTED this \_\_\_\_\_, day of May, 2022.**

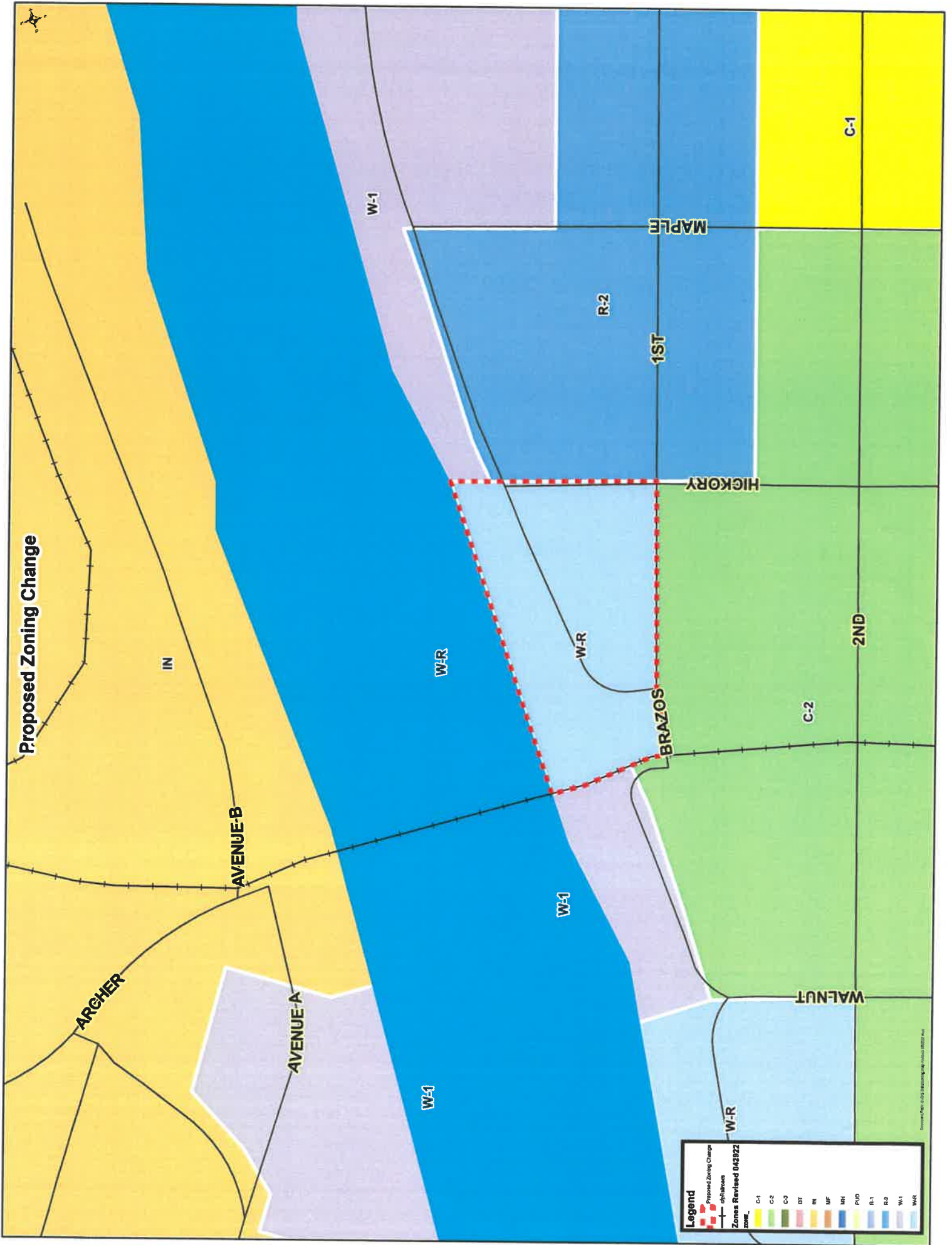
\_\_\_\_\_  
**Brooks Bass, Mayor,  
City of Freeport, Texas**

**ATTEST:**

**APPROVED AS TO FORM ONLY:**

\_\_\_\_\_  
**Betty Wells, City Clerk  
City of Freeport, Texas**

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



Proposed Zoning Change

IN

AVENUE-B

ARCHER

AVENUE-A

W-1

W-R

W-1

W-R

BRAZOS

W-R

WALNUT

2ND

C-2

HICKORY

MAPLE

1ST

R-2

C-1

**Legend**

- Proposed Zoning Change
- City Limits
- Zone Revised 042922
- Zone

C-1	C-2	C-3	DT	IR	MF	ML	PUD	R-1	R-2	W-1	W-R
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## City Council Agenda Item # 9

**Title:** Consideration and possible action on Auto Repair and Service Ordinance No. 2022-2664.

**Date:** May 2, 2022

**From:** Kacey Roman, Building Official and Tim Kelty, City Manager

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**Staff Recommendation:**

Staff recommends City Council adopt the proposed ordinance.

**Item Summary:**

This Ordinance establishes guidelines regarding the storage, parking and repair of vehicles at automotive repair, wrecker service, and salvage yard businesses in the city of Freeport, outside of vehicle repair bays and/or screened vehicle repair yards, in public view.

**Background Information:**

Ordinance 2021-2641, was adopted by Council on October 4<sup>th</sup>, 2021 and rescinded on December 20, 2021. Ordinance 2021-2641 had put in place regulations similar to what are being proposed. It was rescinded following outcry by affected business owners, and because Council wanted to get additional feedback on the issue before reconsidering the regulations.

The original ordinance was sent out to all affected businesses in late February, and they were invited to submit written recommendations regarding the ordinance, and were invited to a workshop with the City Manager, Building Official and Councilmen Muraira and Cain.

That meeting was held on March 15 with 4-5 business members in attendance. As a result of that meeting, several changes were made to the previously approved ordinance that were thought to be helpful.

At the last City Council meeting a public hearing was held regarding this ordinance to which the affected business owners were again invited to attend. David Estrello, of Estrello Automotive was in attendance and spoke in opposition to the proposed ordinance.

**Special Consideration:**

The Changes to the ordinance include

- Change to the definition of Repair Bay
- Allowance to make minor repairs outside

- Prohibition of making vehicle repairs in the public ROW
- Excluding daily use vehicles of employees in the number allowed to be stored in public view
- Scheduling fines to start at a lower level, before escalating

**Financial Impact:** N/A

**Supporting Documentation:** Ordinance

ORDINANCE NO. 2022-2664

AN ORDINANCE ADOPTING A NEW CHAPTER 125 “AUTOMOTIVE REPAIR” CONTAINED IN TITLE 11 “BUSINESS REGULATIONS” OF THE CODE OF ORDINANCES OF THE CITY OF FREEPORT, TEXAS; CONTAINING DEFINITIONS; REGULATING THE STORAGE, DISPLAY AND WORK ON MOTOR VEHICLES, LIMITING THE NUMBER OF VEHICLES IN PUBLIC VIEW, ESTABLISHING GUIDELINES FOR THE STORAGE AND PARKING OF JUNK, WRECKED, AND MOTOR VEHICLES AWAITING REPAIRS; PROVIDING FOR FINDINGS OF FACT; ENACTMENT, REPEALER, SEVERABILITY, EFFECTIVE DATE, AND PROPER NOTICE AND MEETING.

WHEREAS, the City of Freeport, Texas, is a Home Rule City incorporated in and operating under the laws of the State of Texas; and

WHEREAS, the City Council seeks to protect the public health, safety, and welfare through a comprehensive regulatory program that includes standards for parking and storage of junk, wrecked, and vehicles awaiting repairs; and

WHEREAS, the City Council now adopts the appropriate administrative and regulatory amendments, rules and procedures.

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

**SECTION 1: FINDINGS OF FACT:** The foregoing recitals are incorporated into this ordinance by reference as findings of fact as if expressly set forth herein.

**SECTION 2: PURPOSE:** This ordinance establishes requirements for the parking and storage of junk, wrecked, and vehicles awaiting repairs. The purpose of the program is to ensure the public safety, convenience, and protection of the City and the citizens of the City.

**SECTION 3: ENACTMENT:** A new Chapter 125–“Automotive Repair” of the Code of Ordinances is created and shall read as follows:

**Sec. 125-01. - Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

***Privacy fence or wall*** – means a fence or wall constructed in a manner that obstructs the view or persons from the public right of way or neighboring property, to prevent a visual nuisance and to the degree that the contents inside the wall cannot be determined by view. Examples are: wood picket privacy fences, chain link fences with solid, unbroken, and unfaded inserts, brick or masonry fence, solid metal fences.

**Motor vehicle** for the purposes of this Chapter means any motor operated transportation including but not limited to autos, trucks, tractor-trailers, motor homes, motorcycles, buses, atvs, and watercraft.

**Motor vehicle repair business** means any business that provides engine, electrical, mechanical, or paint and body repair or replacement work to motor vehicles, as part of their business.

**Motor vehicle repair bay** means each area contained inside a permanent structure large enough to work on a single motor vehicle. Said repair bay must be unobstructed and available to park and work on or repair a motor vehicle.

**Motor vehicle repair yard** means any tract or parcel of land whereon three or more motor vehicles, including but not limited to autos, trucks, tractor-trailers, motor homes, motorcycles, buses, atvs, and watercraft, are kept in compliance with the applicable requirements of all other ordinances of the city for the purpose of repairing such automotive vehicles and such automotive storage yard is surrounded by a privacy fence or wall.

**Motor vehicle salvage yard** means any tract or parcel of land on which three or more discarded, abandoned, junked, wrecked or worn-out motor vehicles, including but not limited to autos, trucks, tractor-trailers, motor homes, motorcycles, buses, atvs, and watercraft, are kept or stored in compliance with the applicable requirements of all other ordinances of the city, for the primary purpose of disassembling, dismantling, cutting up, stripping or otherwise wrecking such motor vehicles to extract from such vehicles parts, components or accessories for sale of or use in a *motor vehicle* repair or rebuilding business, and such automotive storage yard is surrounded by a privacy fence or wall.

**Sec. 125-02. - Draining and removal of oil, gasoline and other flammable liquids.**

All oil, gasoline and other flammable liquids shall be completely drained and removed from any junked, wrecked or abandoned automotive vehicle before it is placed in any automotive salvage yard within the corporate limits of the city.

**Sec. 125-03. – Prohibited Storage or Display of Junk or Wrecked Motor Vehicles.**

It shall be unlawful for the owner or operator of any automotive repair business, wrecker business, salvage yard business, or vehicle storage business located within the corporate limits of the city to store or display, any junk vehicle or wrecked motor vehicle or their parts, accessories or junk outside of or above the required fence or wall of a motor vehicle salvage yard or a motor vehicle storage yard as defined here or in section 121.03 of this code; and it shall be unlawful for the agents or employees of any such owner or operation to so store or display such vehicle or for such owner or operator to permit such agents or employees to so store or display such vehicle.

**Sec. 125-04 – Prohibited Repair, Assembly or Disassembly of Motor Vehicle**

It shall be unlawful for the owner or operator of any automotive repair business, wrecker business, salvage yard business, or vehicle storage business located within the corporate limits of the city to repair, assemble or disassemble any motor vehicle on their premises, unless such action is taken in a Motor Vehicle Repair Bay or inside the walls of the motor vehicle storage yard as defined in this section or section 121.03 of this ordinance It is an affirmative defense to this section that such repair, assembly, or disassembly of the motor vehicle is a minor repair that is initiated and completed within one business day.

**Sec. 125-06**

It shall be unlawful for the owner or operator of any automotive repair business, wrecker business, salvage yard business, or vehicle storage business located within the corporate limits of the city to repair, assemble or disassemble any motor vehicle on a public road or in the public right of way

**Sec. 125-07. – Limited number of vehicles in public view.**

It shall be unlawful for the owner or operator of any motor vehicle repair business, wrecker business, salvage yard business, or vehicle storage business located within the corporate limits of the city to park or store outside of a motor vehicle storage yard more than three (3) motor vehicles per repair bay on the premises. Said vehicle limit does not include one (1) vehicle per employee on site, owned by said employee and used for daily personal use, parked onsite only while conducting labor onsite. All vehicles must be parked in an orderly manner.

**Sec. 125-08. – Penalty**

- (a) Any person, business or entity who shall violate any of the provisions of this chapter shall be guilty of a misdemeanor and upon conviction thereof be punished by a fine not to exceed \$100.00 on the first offense, a fine not to exceed \$250.00 on a second offense and a fine not to exceed \$500.00 on a third or more offense
- (b) Each and every occurrence or day of violation of this ordinance shall constitute a separate offense;
- (c) A violation of this chapter is a nuisance. The prosecution of an offense under this chapter does not limit the City's right to abate the nuisance, including the use of injunctive relief.

**SECTION 4: REPEALER:** In the case of any conflict between the other provisions of this ordinance and any existing ordinance of the City, the provisions of this ordinance will control.

**SECTION 5: SEVERABILITY:** If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this ordinance that can be given effect without the invalid provision.

**SECTION 6: ENFORCEMENT:** The City shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance.

Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

**SECTION 7: EFFECTIVE DATE:** This ordinance shall be effective upon publishing the heading in the Brazosport Facts twice.

**SECTION 8: PROPER NOTICE & MEETING:** It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

**READ, PASSED AND ADOPTED this \_\_\_\_\_th day of September, 2021**

\_\_\_\_\_  
Brooks Bass, Mayor

**ATTEST:**

\_\_\_\_\_  
Betty Wells, City Secretary

**APPROVED AS TO FORM ONLY:**

\_\_\_\_\_  
Christopher Duncan, City Attorney





## City Council Agenda Item # 10

**Title:** Consideration and possible action regarding Task Authorization #22 with Freese and Nichols for the Engineering services for improvements at the Freeport Wastewater Treatment Plant.

**Date:** May 2, 2022

**From:** Tim Kelty, City Manager

---

**Staff Recommendation:** Staff recommends approval of this Task Authorization.

**Item Summary:** With this task authorization Freese and Nichols engineering will proceed with design and bidding of the remaining improvements at the City's wastewater treatment plant.

This project includes only improvements to the 0.65 mgd Trickling Filter system at the wastewater treatment plant which includes:

- One 55-foot diameter Primary Clarifier
- One 110 foot diameter Trickling Filter
- One 60-foot diameter secondary Clarifier
- One 65-foot diameter Aerobic Digester with space for four floating aerators
- Secondary Effluent Pump Station consisting of four 535 gpm self-priming pumps
- Gas Chlorine Disinfection System
- Gal Sulfur Dioxide Dichlorination System
- Electrical Improvements including Generator Fuel Tank Replacement
- MCC -A: Houses Effluent Pump VFD's
- MCC – B Houses MCC Equipment for all Major Equipment (located in the Administration Building)
- Administration Building

These improvements will utilize bond funding from the 2021 certificate of obligation

**Background Information:** While the Treatment plant's primary treatment unit, the 1.6 mgd steel package plant is being replaced by the GLO grant and is already under design, additional improvement were identified as critical that are planned to coincide with the Package plant replacement.

**Special Considerations:**

Because of the number of improvements being proposed, and the need to coordinate bidding and construction of this project with the construction of the Package Plant. The following schedule is being proposed:

- Completion of 75% design 100 days
- Completion of 100% design phase ready for bidding 150 days
- Bid advertisement 44 days prior to completion of construction of Package Plant
- Construction 270 days beginning after completion of the Package Plant.

**Financial Impact:** the lump sum design and bidding cost of this task is \$318,700 for with \$5,000 for reimbursables and an additional \$12,000 for construction phase services. Last year in June Freese and Nichols estimated the cost of these project to be \$1,928,630. The cost for this project is proposed to come out of the 2021 certificate of obligation.

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

**Supporting Documentation:** Task Authorization from Freese and Nichols.



PROFESSIONAL SERVICES AGREEMENT – ATTACHMENT A  
TASK AUTHORIZATION #22

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

FNI PROJECT  PROJECT/PHASE/TASK   
DATE: 4/25/2022

This authorization is in accordance with the terms and conditions outlined in the Extended Master Agreement executed on June 21, 2021 and expires on June 30, 2022.

Project Name: Main Wastewater Treatment Plant Improvements

Description of Services: Services are described in Attachment B.

Deliverables: 75% Design and 100% Design submittals.

Schedule: Project Kickoff / NTP – 1 Day  
75% Design – 150 Days  
100% Design – 100 Days  
Bid Advertisement – 44 Days Prior to Completion of the Package Plant  
Construction – 270 Days Beginning after the Completion of the Package Plant

Compensation shall be: FNI shall perform the proposed scope of services based on Terms and Conditions and Rates set in the Master Agreement. FNI proposes to complete the design, bid, and construction phase services for a lump sum fee of \$318,700. The budget for As-Needed hourly basis for Additional Construction Phase services is \$12,000. The budget for miscellaneous expenses is \$5,000. Total budget for the project is \$335,700.

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

**FREESE AND NICHOLS, INC.**

**CITY OF FREEPORT, TEXAS**

BY: 

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

Charles M. Wolf, PE  
Print Name

Print Name

TITLE: Principal / Vice President

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

DATE: 4/25/2022

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

**City of Freeport**  
**Main WWTP Improvements**  
**Task Order # 22**

**SCOPE OF SERVICES**

**Project Understanding:**

Freese and Nichols, Inc. (FNI) will provide design, bid, and construction phase services for improvements to the City of Freeport (City) 0.65 mgd Trickling Filter Wastewater Treatment Plant. This treatment plant works in tandem with an existing 1.6 mgd package Wastewater Treatment Plant for a total permitted capacity of 2.25 mgd.

This project includes only improvements to the 0.65 mgd Trickling Filter Wastewater Treatment Plant, which currently consists of:

- One 55-foot diameter Primary Clarifier
- One 110-foot diameter Trickling Filter
- One 60-foot diameter Secondary Clarifier
- One 65-foot diameter Aerobic Digester with space for four floating aerators
- Secondary Effluent Pump Station consisting of four 535 gpm self-priming pumps
- Gas Chlorine Disinfection System
- Gas Sulfur Dioxide Dechlorination System
- Electrical Improvements Including Generator Fuel Tank Replacement
- MCC – A: Houses Effluent Pump VFD's
- MCC – B: Houses MCC Equipment for all Major Equipment (Located in the Administration Building)
- Administration Building

Design of Improvements included in this authorization are the items identified in Article I, Task A below as recommended in the Critical Needs Assessment of Freeport Main WWTP report submitted in May 2020.

**ARTICLE I**

**BASIC SERVICES:** FNI shall render the following professional services in connection with the development of the Project:

**TASK A: FINAL DESIGN**

1. Project Management - FNI will provide overall project management of team members, quality control/quality assurance, and monthly reporting. FNI will perform up to three (3) site visits to verify site conditions. FNI will review available as-built plans to incorporate into the design.
2. Trickling Filter
  - a. Mechanical – one 110- foot diameter filter with hydraulic drive
    - i. Rotary arm system is to be replaced.
    - ii. Recirculation pump to be replaced in kind.
    - iii. Replace the un-buried portions of the recirculation pump piping.

- b. Electrical
      - i. Replace disconnect with NEMA 4X 304SS disconnect.
      - ii. Replace conduits that are not properly installed or that are damaged.
    - c. Structural
      - i. Clean, surface preparation, and recoat access ladder.
- 3. Secondary Effluent Pump Station
  - a. Mechanical
    - i. Clean, surface preparation and recoating of all four pumps and piping. Pumps are 30 Hp Gorman-Rupp Self-Priming Pumps.
    - ii. Evaluate pump on/off levels based on the capability of new VFD's and level transmitter that can maintain more precise operating limits and eliminate excessive wear caused by short cycling of the pumps.
  - b. Electrical
    - i. Replace fiberglass disconnects with NEMA 4X 304 Stainless Steel.
    - ii. Replace all four pump VFD's in existing panel (Located in MCC – A).
    - iii. Replace the bubbler level control system with current technology.
- 4. Chlorination System
  - a. Design liquid sodium hypochlorite disinfection systems to replace the current system that draws chlorine gas by vacuum with vacuum induction units in the chlorine contact basins located 200 feet from the chlorine ton cylinders.
  - b. Design to include a pre-engineered enclosure for sodium hypochlorite feed equipment and containment for sodium hypochlorite bulk storage.
  - c. Design outdoor bulk storage facilities with containment adjacent to the new pre-engineered enclosure for the sodium hypochlorite feed pumps. Both storage and feed facilities will be located near the contact basins.
- 5. De-Chlorination System
  - a. Mechanical
    - i. Design liquid sodium bisulfite dechlorination system to replace the current system that draws Sodium Dioxide gas by vacuum with vacuum induction units located downstream of the chlorine contact basin.
    - ii. Design to include a pre-engineered enclosure for sodium bisulfite feed equipment and containment for sodium bisulfite bulk storage.
    - iii. Design outdoor bulk storage facilities with containment adjacent to the new pre-engineered enclosure for the sodium dioxide feed pumps. Both storage and feed facilities will be located near the contact basins.
- 6. Aerobic Digester
  - a. Mechanical
    - i. Replace the three existing floating aerators with new units and provide and install a fourth unit so that all existing moorings can provide aeration as originally designed. Design to include provisions for "landing" floating equipment at low water surface elevations so as not to damage the units when they rest on the floor of the basin.
    - ii. Design improvements to prevent floating aerators from resting on the floor of the basin when water levels are low.
  - b. Electrical

- i. Replace and relocate the VFD drives that serve each of the four 30 Hp floating aerators.
    - ii. Replace all open panels, conduit and electrical equipment exposed to weather with watertight installations.
  - c. Structural
    - i. Foundations and associated structural design features for a pre-engineered enclosure for the new VFD's to be located adjacent to the aerobic digester.
    - ii. Design for repair of stair landing and nosing that provide access to top of tank.
    - iii. Schedule for replacement of missing windowpanes, door frame and door.
    - iv. Replacement or repair of masts to secure floating aerators.
    - v. Repair damaged flashing, ballast and other roof components to repair leaks.
- 7. Generator
  - a. Electrical
    - i. Replace existing 706 Gallon diesel secondary containment base fuel tank (Model R875481) in kind.
    - ii. Design to include the addition of an auto-dialer to notify operator of power loss.
- 8. Clarifier No. 2 – Primary Clarifier
  - a. Mechanical
    - i. Design replacement of existing 2-arm conventional collector mechanism.
  - b. Electrical
    - i. Replace corroded disconnect mechanism with a new NEMA 4X 304 stainless steel disconnect.
  - c. Structural
    - i. Coating of exposed aggregate to protect from further degradation.
- 9. MCC - B (Located inside the Administration Building)
  - a. Electrical
    - i. Replace MCC equipment in kind with new MCC.
    - ii. Replace exposed conduits and junction boxes that are open and exposed to weather.
- 10. Administration Building
  - a. Structural
    - i. Replacement of all doors and windows in accordance with current codes.
- 11. Prepare drawings, specifications, Construction Contract Documents, designs, and layouts of improvements to be constructed (if surveys are to be furnished, they are Special Services, pursuant to Article II, or Additional Services, pursuant to Article III).
- 12. Submit drawings, specifications, and Construction Contract Documents to the applicable federal, state and/or local agency(s) for approval, where required.
- 13. Furnish such information necessary to utility companies whose facilities may be affected or services may be required for the Project.
- 14. Prepare revised opinion of probable construction cost.
- 15. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed.

16. Provide design submittals at 75% and 100% design.
17. Furnish Client three (3) sets of printed copies and one (1) electronic copy (.pdf format) of drawings, specifications, and bid proposals marked "Preliminary" for approval by Client, for each design submittal as described above. Upon final approval by Client, FNI will provide Client one (1) set of reproducible "Final" drawings and one (1) loose set of specifications for reproduction by Client.

Assumptions:

1. Designed improvements will be in compliance with TCEQ Chapter 217.
2. Three site visits are included to gather pertinent data for design.

**TASK B: BID PHASE**

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

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

### **TASK C: CONSTRUCTION PHASE GENERAL REPRESENTATION**

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

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

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

1. Assist City in conducting the pre-construction conference with the Contractor.
2. Establish communication procedures with the City and contractor. Submit monthly reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, cash flow, construction schedule and pending and approved contract modifications.
3. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules. FNI will review no more than 40 submittals and 10 resubmittals. Additional submittal reviews can be provided as an additional service.
4. Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
5. Make 12 visits to the construction site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the City against defects and deficiencies in the work of Contractors and will report any observed deficiencies to City. Visits to the site in excess of the specified number are an Additional Service.



6. Notify the City of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
7. Coordinate the work of testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality control of the Project. The cost of such quality control shall be paid by City and is not included in the services to be performed by FNI.
8. Interpret the drawings and specifications for City and Contractor(s). FNI will respond to and address 20 Requests for Information (RFI) in the base scope of work. Investigations, analyses, and studies requested by the Contractor(s) and approved by City, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
9. As an Additional Service, FNI can establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the City to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the City. Documentation of field orders, where cost to City is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the City are an additional service. Substitutions of materials or equipment or design modifications requested by the City are an additional service.
10. As an Additional Service, FNI can prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the City on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the City if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of FNI are an additional service.
11. Conduct, in company with City's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two (2) trips are an Additional Service.
12. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Furnish Client three (3) sets of printed copies and one (1) electronic copy (.pdf format) of "Record Drawings."

**TASK D: ADDITIONAL INSPECTION AND ENG. SERVICES DURING CONSTRUCTION**

A budget is proposed for as-needed field meetings and follow ups by FNI staff if City see it necessary for FNI to attend a field meeting to investigate, coordinate, and assist in resolution of any unforeseen field condition which may warrant changes to construction documents. This service will be provided, as authorized by the City. FNI will not exceed this budget without prior approval of the City.

**TASK E: MISCELLANEOUS PROJECT EXPENSES**

FNI is proposing a Not-to-Exceed budget for travel mileage to project site, reproductions, and deliveries.

**ARTICLE II**

**SPECIAL SERVICES:** FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

1. No special services are included in this proposal.

**ARTICLE III**

**ADDITIONAL SERVICES:** Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services.

**ARTICLE IV**

**TIME OF COMPLETION:** FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete design services in 240 days from Notice to Proceed or in accordance with the schedule below:

- a. Project Kickoff / NTP – 1 Day
- b. 75% Design – 150 Days
- c. 100% Design – 100 Days
- d. Bid Advertisement – 44 Days Prior to Completion of the Package Plant
- e. Construction – 270 Days Beginning after the Completion of the Package Plant

For construction phasing purposes, construction phase services will begin after completion and commissioning of the new WWTP Package Plant.

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

**ARTICLE V**

**RESPONSIBILITIES OF CLIENT:** Client shall perform the following in a timely manner so as not to delay the services of FNI:

1. Client recognizes and expects that change orders may be required to be issued during construction. The responsibility for the costs of change orders will be determined on the basis of applicable contractual obligations and professional liability standards. FNI will not be responsible for any change order costs due to unforeseen site conditions, changes made by or due to the Client or

Contractor, or any change order costs not caused by the negligent errors or omissions of FNI. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, FNI is liable for change order costs. It is recommended that the Client budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.

2. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.
3. Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications.
4. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
5. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
6. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
7. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
8. Client shall make or arrange to have made all subsurface investigations, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. Client shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by Client.
9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Client may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Client may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Client may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
10. If Client designates a person to serve in the capacity of Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment attached to and made a part of this Agreement before the Construction Phase of the Project begins. Said attachment shall also set forth appropriate modifications of the Construction Phase General Representation services as defined in Attachment SC, Article I, D, together with such adjustment of compensation as appropriate.

11. Attend the pre bid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.
12. Give prompt written notice to FNI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
13. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.
14. Bear all costs incident to compliance with the requirements of this Article V.

**Summary of Fee**

FNI shall perform the proposed scope of services based on rates based on those set in the Master Agreement. FNI proposes to conduct the design of the Main WWTP Improvements for a lump sum fee of \$335,700. A breakdown of the fee by task is the following:

City of Freeport Main WWTP Improvements Summary of Fee by Task	
TASK A: FINAL DESIGN	\$229,700
TASK B: BID PHASE	\$20,500
TASK C: CONSTRUCTION PHASE	\$68,500
TASK D: ADDITIONAL INSP. AND ENG. SERVICES DURING CONSTRUCTION	\$12,000
TASK E: MISCELLANEOUS PROJECT EXPENSES	\$5,000
<b>Project Total</b>	<b>\$335,700</b>

**ARTICLE VI**

DESIGNATED REPRESENTATIVES: FNI and Client designate the following representatives:

Client's Designated Representative – Mr. Tim Kelty E-Mail: [tkelty@freeport.tx.us](mailto:tkelty@freeport.tx.us)

Client's Accounting Representative – Cathy Ezell E-Mail: [kezell@freeport.tx.us](mailto:kezell@freeport.tx.us)

FNI's Designated Representative – David Hunn: E-Mail – [david.hunn@freese.com](mailto:david.hunn@freese.com)

FNI's Accounting Representative – Kristina Isaac: E-Mail – [kristina.isaac@freese.com](mailto:kristina.isaac@freese.com)



## City Council Agenda Item # 11

**Title:** Consideration and possible action on approval of Lease agreement with Verizon Wireless.

**Date:** May 2, 2022

**From:** Tim Kelty, City Manager

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**Staff Recommendation:**

Staff recommends approval of the lease.

**Item Summary:**

The proposed lease agreement would convey through the lease a small unused area along the north side of the entry road to the Freeport Golf Course (between the road and the river) for the construction of a telecommunication tower to mount Verizon Wireless antennas. This is a 5-year agreement that would automatically renew for up to 4 additional 5-year terms. The lease payment to the city is \$1000 per month with an automatic 2% escalation every year.

**Background Information:**

Verizon is in need of a new cell tower in this general vicinity and approached the city last fall. This is something we have been in negotiation on for several months. I did reach out to other City Manager's in the region and received copies tower lease agreements from 4 different cities including 6 separate sites. The terms and conditions outlined in the proposed agreement are in line with the market.

**Special Consideration:**

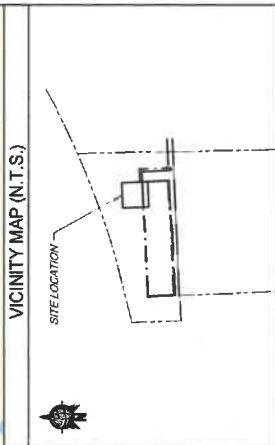
One of the terms I requested and is included is a lump sum payment up front within 30 days of signing the agreement. They have agreed to a lump sum payment of \$6,000 at that time.

Verizon will be making a significant investment in constructing the tower.

**Board or 3rd Party recommendation:** None

**Financial Impact:** The payments for this lease agreement would be unbudgeted revenues that would go into the General fund

**Supporting Documentation:** Lease Agreement. Location Map Survey



**PROPERTY MAP (N.T.S.)**

LINE	Bearing	Distance
L1	S87°32'21"W	60.00'
L2	N17°32'39"W	60.00'
L3	N17°32'21"E	60.00'
L4	S2°39'39"E	60.00'
L5	S87°32'21"W	60.00'
L6	S87°32'39"W	203.31'
L7	N17°32'21"E	203.31'
L8	N17°32'21"E	203.31'
L9	S17°32'39"E	60.00'
L10	S17°32'21"E	60.00'
L11	S87°32'21"W	228.92'
L12	N17°32'39"W	60.00'
L13	N17°32'21"E	228.92'

- ABBREVIATIONS**
- AWL: AVERAGE MEAN SEA LEVEL
  - B.W.: BOUNDARY WALL
  - C.C.R.: COUNTY CLERK'S RECORD
  - E.L.: EXISTING
  - E.P.: EXISTING
  - F.P.: FENCE
  - F.P.C.: OFFICIAL PUBLIC RECORDS OF BRACKEN COUNTY
  - P.O.C.: POINT OF COMMENCEMENT
  - P.O.P.: POINT OF BEGINNING
  - T.E.M.: TOWN OF EMERALD
  - T.P.: TOWN OF PEARSON

- LEGEND**
- 273.1 --- LESSEE LEASE AREA
  - LESSEE EASEMENT
  - - - EX. CL. FENCE
  - EX. B.W. FENCE
  - EX. WOODEN POST FENCE
  - - - EX. O.H. UTILITY
  - EX. HIGH BANK
  - 273.1 --- EX. ELEVATION
  - EX. EASEMENT
  - EX. PROPERTY LINE
  - EX. SPOON WATER LINE
  - EX. UTILITY POLE
  - EX. TELCO PEDESTAL
  - EX. MANHOLE
  - EX. PALM TREE

**verizon**  
 14123 CICERO ROAD  
 FORT WORTH, TX 76156  
 PHONE: (713) 507-1650  
 FAX: (713) 507-1618

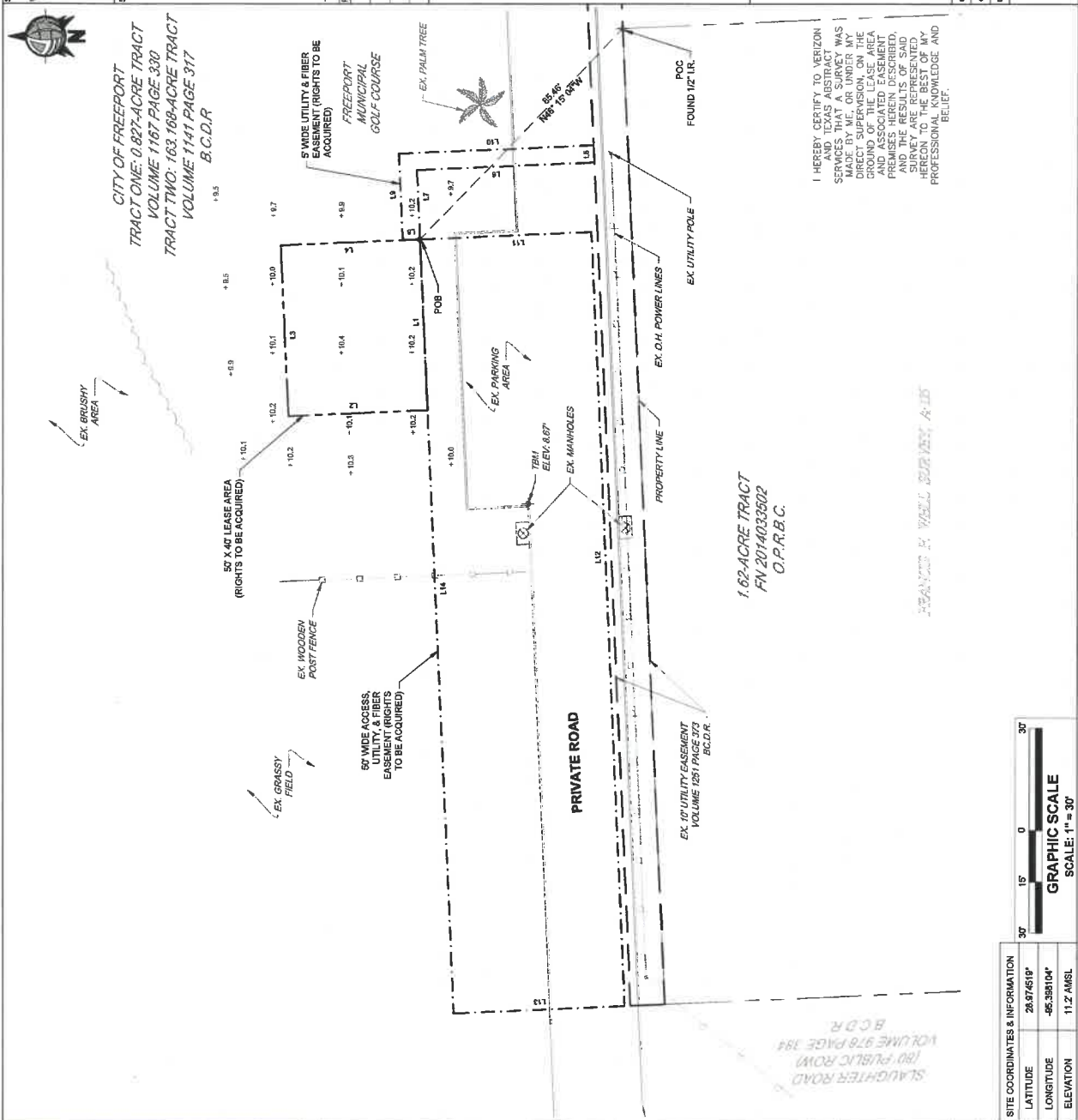
3D DESIGN & ENGINEERING INC.  
 DEPARTMENT OF SURVEYING  
 2150 WEST WINDYBROOK CT  
 CYPRESS, TX 77433  
 PHONE: 832-431-8623  
 WWW.3DD&E.COM  
 INFO@3DD&E.COM  
 TEXAS REGISTRATION NO. 10194603

REV	DATE	DESCRIPTION	BY

**VERIZON WIRELESS - TEXAS AREA**  
**BADISCHE**  
 PRIVATE ROAD  
 FREEPORT, TX 77541

HELENE F. LEGOANET, P.R.S.  
 TEXAS REGISTRATION NO. 6567

DATE: 06-14-2021  
 SHEET 1 OF 3  
 SURVEY NOT VALID WITHOUT ALL SHEETS



I HEREBY CERTIFY TO VERIZON AND TEXAS ABSTRACT SERVICES THAT A SURVEY WAS MADE AND THE CORNER POINTS DIRECT SUPERSEDED UNDER THE GROUND OF THE LEASE AREA AND ASSOCIATED EASEMENT PREMISES HEREIN DESCRIBED, THE SURVEY IS CORRECT AND THE SURVEY ARE REPRESENTED HEREON TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

**GRAPHIC SCALE**  
 SCALE: 1" = 30'

**SITE COORDINATES & INFORMATION**

LATITUDE	LONGITUDE	ELEVATION
28.974519°	-86.398104°	11.2' AMSL

## LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between **City of Freeport**, with a mailing address of 200 W. 2<sup>nd</sup> Street, Freeport, Texas 77541, hereinafter designated LESSOR and **GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless** with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR at 830 Slaughter Road, Freeport, Brazoria County, Texas 77541 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The "Premises" are a portion of the Property and are approximately 2,000 square feet, and are shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the Commencement Date (as hereinafter defined). The "Commencement Date" shall be the first day of the month following the earlier of (i) the date LESSEE begins installation of LESSEE's communications equipment, or (ii) the date that is the 12 month anniversary of the Effective Date. The Parties agree to acknowledge the Commencement Date in writing.

3. EXTENSIONS. This Agreement shall automatically be extended for 4 additional 5-year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

4. RENTAL.

(a). Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$12,000.00, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 200 W. 2<sup>nd</sup> Street, Freeport, Texas 77541 or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment may not be delivered by LESSEE until up to 90 days after receipt of the written acknowledgment confirming the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.



(b). For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE may not deliver rental payments for up to 90 days after the requested documentation has been received by LESSEE.

(c) As additional consideration for this Agreement, LESSEE shall pay LESSOR a one-time, non-refundable, lump-sum signing bonus of \$6,000.00, which shall be considered additional rent for the Premises for the period from the Effective Date until the Commencement Date. The signing bonus shall be paid by LESSEE to LESSOR within 90 days of the Effective Date. LESSOR agrees the payment to be made by LESSEE under this Paragraph 4(c) is fair and adequate payment in exchange for LESSEE intentionally delaying installation of LESSEE's communications equipment, and LESSOR recognizes that Paragraph 2 of this Agreement governs the Commencement Date. This Paragraph 4(c) does not impact whether or not LESSEE chooses to install LESSEE's communications equipment and commence the Term.

(d) Commencing on the first annual anniversary of the Commencement Date and on each anniversary thereafter during the term of this Agreement (including all extension terms), annual rent shall increase by an amount equal to two (2%) percent of the annual rent due for the immediately preceding lease year.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a 50 foot wide right-of-way, or along one or more additional rights of way from the Property (the "Easement(s)"), which shall be depicted on Exhibit "B". LESSEE may use the Easement(s) for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27).

6. CONDITION OF PROPERTY. Except as expressly otherwise specified in this Agreement, LESSEE has inspected the Property and shall take the Premises "As Is". LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises is (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government

Approvals”) that may be required by any Federal, State or Local authorities (collectively, the “Government Entities”) as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE’s Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE’s Use.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE’s sole discretion.

10. INDEMNIFICATION. Subject to Paragraph 11, each Party and/or any successor and/or assignees thereof, shall indemnify and hold harmless the other Party, and/or any successors and/or assignees thereof, against (i) any and all claims of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents, and (ii) reasonable attorney’s fees, expense, and defense costs incurred by the indemnified Party. Where a claim is the result of the concurrent acts of the Parties, each Party shall be liable under this Paragraph 10 to the extent of its fault or liability therefor. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in Paragraph 10. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party’s defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party’s request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement.

11. INSURANCE. The Parties agree that at their own cost and expense, each will maintain commercial general liability insurance with limits of \$2,000,000 for bodily injury (including death) and their interests may appear under this Agreement. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer’s right of subrogation against the other Party. LESSEE agrees and acknowledges that LESSOR is a governmental entity and is protected from certain claims by sovereign immunity in accordance with applicable Law. Accordingly, LESSEE acknowledges that LESSOR’s insurance shall only be required to cover claims and damages to the extent LESSOR is not protected by sovereign immunity under applicable Law.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

13. INTERFERENCE.

(a). LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference through the use of equipment, structures or improvements on the subject Property, that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center (at (800) 621-2622) or to LESSOR (at (979) 233-3526), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c). The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent in accordance with Paragraph 15.

15. HOLDOVER. If LESSEE holds over after the expiration or earlier termination of the Term, then this Agreement shall continue on a month to month basis at the rental rate of 120% the existing monthly rate, until the removal of the communications equipment is completed.

16. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third-party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within 30 days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third-party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within 30 days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be pro-rated on a square footage basis. Further, LESSOR

acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third-party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

18. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

19. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet space upon any tower it may construct within the Premises within its sole discretion, upon notice to LESSOR. LESSEE agrees not to sublet any ground space within the Premises without first obtaining the LESSOR's consent in writing, it being the intention of the parties that any third party wishing to install equipment on LESSEE's tower will lease ground space directly from the LESSOR and tower space directly from LESSEE via separate agreements. In such an event, LESSEE shall have the right to grant easements to said third party on, over and through the Premises as may be necessary to connect the third party's tower equipment to its ground equipment located in the separately leased ground space. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

20. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is

delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Freeport  
200 w. 2<sup>nd</sup> Street  
Freeport, Texas 77541

LESSEE: GTE Mobilnet of South Texas Limited Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain a Non-Disturbance Agreement (as defined below) from existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

22. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE

or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

23. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located including eviction in accordance with processes established by applicable law. Texas State District Court in Brazoria County, Texas shall be the exclusive venue for any litigation or requests for judicial relief related to this Agreement. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full amount due against all fees due and owing to LESSOR under this Agreement until the full amount is fully reimbursed to LESSEE.

24. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

25. CASUALTY. Fire or other casualty damages the Property or the Premises that impairs LESSEE's Use shall not affect LESSEE'S duty to pay rent set forth in this agreement. However, If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

26. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

27. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating

solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

28. TAXES.

(a). LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

(b). LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

29. NON-DISCLOSURE. The Parties agree this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

30. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. LESSOR and LESSEE each warrant to the other that the person executing

this Agreement on behalf of the warranting Party has the full right, power and authority to enter into, and execute, this Agreement on that Party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

[Signature page follows. The remainder of this page is intentionally blank.]



IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LESSOR:**

**City of Freeport**

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

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

Its: \_\_\_\_\_

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

**LESSEE:**

**GTE Mobilnet of South Texas Limited  
Partnership d/b/a Verizon Wireless**

**By: Cellco Partnership, Its General Partner**

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

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

Its: \_\_\_\_\_

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



**EASEMENTS:**

EASEMENTS HEREOF WERE LISTED IN THE ABSTRACTOR CERTIFICATE ISSUED BY TEXAS ABSTRACT SERVICES, CONTROL NO. 22460, DATED MAY 13, 2021:

1. RIGHT-OF-WAY EASEMENT FOR TWO PRELINES DATED MAY 28, 1940, GRANTED TO DOW CHEMICAL COMPANY, RECORDED IN VOLUME 335, PAGE 245, BRAZORIA COUNTY DEED RECORDS, TEXAS, (RIGHT-OF-WAY EASEMENT AFFECTS TRACT TWO ONLY AND DOES NOT IMPACT THE 50' WIDE ACCESS, UTILITY, AND FIBER EASEMENT, NOR THE 5' WIDE UTILITY AND FIBER EASEMENT)
2. RIGHT-OF-WAY EASEMENT FOR TWO PRELINES DATED MAY 28, 1940, GRANTED TO DOW CHEMICAL COMPANY, RECORDED IN VOLUME 335, PAGE 247, BRAZORIA COUNTY DEED RECORDS, TEXAS, (RIGHT-OF-WAY EASEMENT AFFECTS TRACT TWO ONLY AND DOES NOT IMPACT THE 50' WIDE ACCESS, UTILITY, AND FIBER EASEMENT, NOR THE 5' WIDE UTILITY AND FIBER EASEMENT)
3. RIGHT-OF-WAY EASEMENT FOR PRELINE DATED JULY 3, 1942, GRANTED TO DEFENSE PLANT CORPORATION, RECORDED IN VOLUME 335, PAGE 87, BRAZORIA COUNTY DEED RECORDS, TEXAS, (RIGHT-OF-WAY EASEMENT AFFECTS TRACT TWO ONLY AND DOES NOT IMPACT THE 50' WIDE ACCESS, UTILITY, AND FIBER EASEMENT, NOR THE 5' WIDE UTILITY AND FIBER EASEMENT)
4. RIGHT-OF-WAY EASEMENT FOR PRELINE DATED JULY 14, 1942, GRANTED TO DEFENSE PLANT CORPORATION, RECORDED IN VOLUME 368, PAGE 86, BRAZORIA COUNTY DEED RECORDS, TEXAS, (RIGHT-OF-WAY EASEMENT AFFECTS TRACT TWO ONLY AND DOES NOT IMPACT THE 50' WIDE ACCESS, UTILITY, AND FIBER EASEMENT, NOR THE 5' WIDE UTILITY AND FIBER EASEMENT)
5. EASEMENT FOR TOWER SITE, OVERHEAD AND UNDERGROUND LINES FOR TELEPHONE PURPOSES DATED MARCH 9, 1989, GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY, RECORDED IN VOLUME 598, PAGE 100, BRAZORIA COUNTY DEED RECORDS, TEXAS, (EASEMENT AFFECTS TRACT TWO ONLY AND DOES NOT IMPACT THE 50' WIDE ACCESS, UTILITY, AND FIBER EASEMENT, NOR THE 5' WIDE UTILITY AND FIBER EASEMENT)
6. RIGHT-OF-WAY EASEMENT FOR DISTRIBUTION LINES, GRANTED TO HOUSTON LIGHTING & POWER COMPANY DATED MARCH 28, 1925, RECORDED IN VOLUME 124, PAGE 373, BRAZORIA COUNTY DEED RECORDS, TEXAS, (RIGHT-OF-WAY EASEMENT AFFECTS TRACT TWO BUT DOES NOT IMPACT THE 50' WIDE ACCESS, UTILITY, AND FIBER EASEMENT, NOR THE 5' WIDE UTILITY AND FIBER EASEMENT)

SURVEY PREPARED FOR:

**verizon**  
 44123 CICERO ROAD  
 HOUSTON, TEXAS 77055  
 PHONE: (713) 507-7430  
 FAX: (713) 507-1818

SURVEY PREPARED BY:

**3DD&E**  
  
 3D DESIGN & ENGINEERING INC.  
 21502 E WINTER WIDELET CT  
 CYPRESS, TX 77433  
 PHONE: 832-431-8829  
 www.3ddn.com  
 N: 068303206.COM  
 TEXAS REGISTRATION NO. 10194403  
 REV DATE: 06-14-2021 BY: BT

**SITE EXHIBIT AND DESCRIPTION**  
**VERIZON WIRELESS - TEXAS AREA**  
**BADISCHE**  
 PRIVATE ROAD  
 FREEPORT, TX 77541

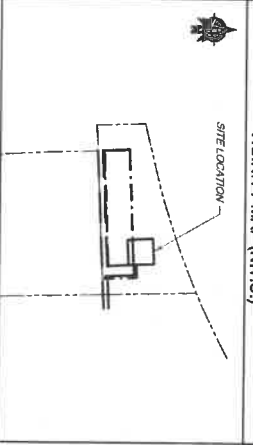
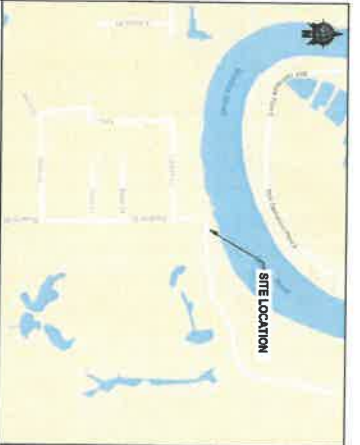


I HEREBY CERTIFY TO VERIZON SERVICES THAT THIS ABSTRACT WAS MADE BY ME, OR UNDER MY DIRECT SUPERVISION, ON THE GROUNDS OF THE LEASE AREA PREMISES HEREIN DESCRIBED, AND THE RESULTS OF SAID SURVEY ARE REPRESENTED HEREIN TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

HELENE F. LECOMANT, P.E.  
 TEXAS REGISTRATION NO. 6987  
 DRAWN BY: HL  
 DATE: 06-14-2021  
 PDS

SHEET 3 OF 3  
 SURVEY NOT VALID WITHOUT ALL SHEETS

Exhibit "B"



LINE	BEARING	DISTANCE
L1	S87°30'21"W	60.00'
L2	N27°29'21"E	40.00'
L3	N47°30'21"E	90.00'
L4	N27°29'21"E	40.00'
L5	S87°30'21"W	60.00'
L6	N27°29'21"E	40.00'
L7	N47°30'21"E	90.00'
L8	S87°30'21"W	60.00'
L9	N27°29'21"E	40.00'
L10	S27°29'21"E	90.00'
L11	S27°29'21"E	90.00'
L12	S87°30'21"W	200.00'
L13	N27°29'21"E	90.00'
L14	N47°30'21"E	200.00'

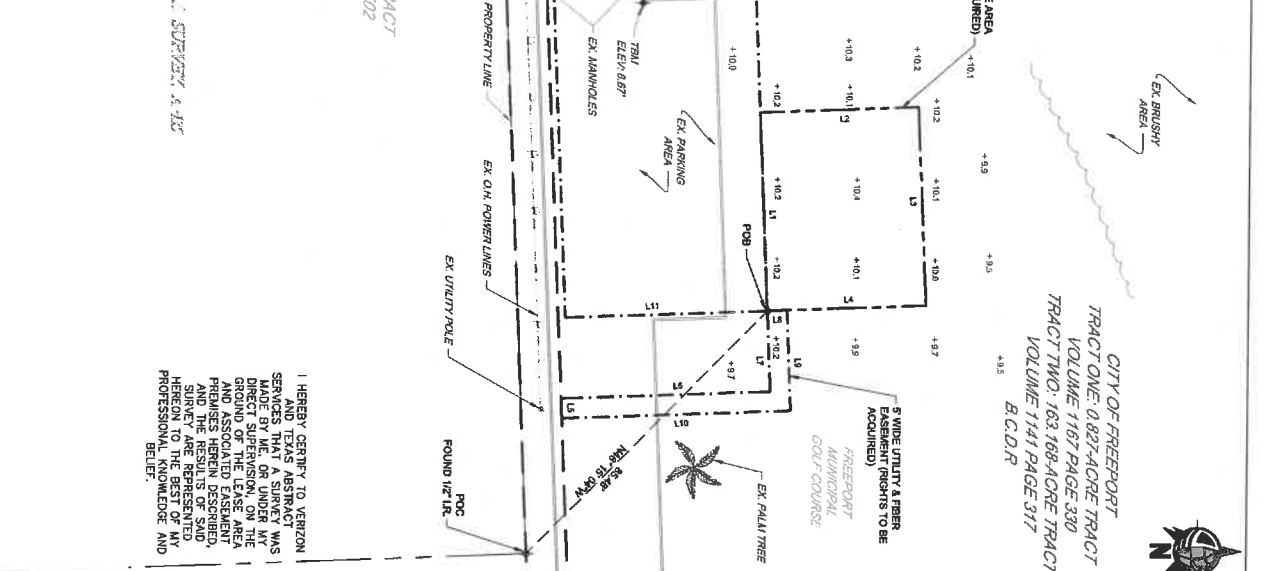
**ABBREVIATIONS**

A.B.S. ADJUSTED BEARING AND DISTANCE  
 B.M. BENCHMARK  
 C.L. CENTER LINE  
 F.C. FIELD CORNER  
 L.P. LEASE POINT  
 O.D.B.C. ORIGINAL DEED BOOK  
 P.O.C. POINT OF COMMENCEMENT  
 T.M. TRIBUTARY MARK  
 TYPICAL TYPICAL

LEGEND  
 LESSEE LEASE AREA  
 LESSOR EASEMENT  
 EX. B.M. FENCE  
 EX. WOODEN POST FENCE  
 EX. O.H. UTILITY  
 EX. HIGH BANK  
 EX. ELEVATION  
 EX. PROPERTY LINE  
 EX. STORM WATER LINE  
 EX. HEAVILY WOODED AREA  
 EX. UTILITY POLE  
 EX. UTILITY  
 EX. MANHOLE  
 EX. PALM TREE

**SITE COORDINATES & INFORMATION**

LATITUDE	28.974519°
LONGITUDE	-95.398104°
ELEVATION	11.2' AMSL



I HEREBY CERTIFY TO VERIZON AND TEXAS ABSTRACT SERVICES THAT THIS SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION, ON THE GROUND OF THE LEASE AREA AND ASSOCIATED EASEMENT AND THE RESULTS OF THIS SURVEY ARE REPRESENTED HEREON TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

HELMUT E. LEONARDT, P.R.S.  
 TEXAS REGISTRATION NO. 5897  
 PDS  
 DATE: 08-14-2021  
 SHEET 1 OF 3  
 SURVEY NOT VALID WITHOUT ALL SHEETS

**SITE EXHIBIT AND DESCRIPTION**  
**VERIZON WIRELESS - TEXAS AREA**  
**BADISCHE**  
 PRIVATE ROAD  
 FREEPORT, TX 77541  
 3D D&E  
 3D DESIGN & ENGINEERING INC.  
 DEPARTMENT OF SURVEYING  
 21 CYPRESS TRAIL, SUITE 101  
 FREEPORT, TX 77543  
 PHONE: 832-431-6689  
 WWW.3DD&E.COM  
 INFO@3DD&E.COM  
 TEXAS REGISTRATION NO. 10194633  
 SURVEY PREPARED FOR: