



**AGENDA  
REGULAR MEETING  
FREEPORT CITY COUNCIL  
MONDAY, MAY 13, 2019 at 6:00 P.M.**

**Mayor:**  
Troy Brimage

**Council Members:**  
Ken Green  
Brooks Bass  
Sandra Loeza  
Roy Yates

**City Manager:**  
Timothy Kelty

**THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, WILL MEET ON MONDAY, THE 13<sup>th</sup> DAY OF MAY 2019, AT 6:00 P.M., AT THE FREEPORT POLICE DEPARTMENT, MUNICIPAL COURT ROOM, 430 NORTH BRAZOSPORT BOULEVARD, FREEPORT TEXAS FOR THE FOLLOWING PURPOSES:**

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

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

**CITIZENS' COMMENTS:**

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

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

- Proclamation of the Council of the City of Freeport, Texas proclaiming International Museum Day
- Employee of the Month
- Presentation by the Brazosport Area Chamber of Commerce regarding tourism promotion

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 Any item requiring additional discussion may be withdrawn from the Consent Agenda by the Mayor, Councilmember or City Manager, and acted upon separately.

1. Consideration and possible action on the approval of City Council meeting minutes from April 15, 2019. **(Tolar)** Pg. 434-437
2. Consideration of approving Resolution No. 2019-2577 adopting a policy permitting the consideration of applications for primary depository bank services received from financial

institutions that are not doing business within the municipal boundaries of the City. **(Russell)** Pg. 438-440

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

3. Consideration of approving Ordinance No. 2019-2571 canvassing the returns and declaring the results of the May 4, 2019 election, signing the required affidavit and administering the Oaths of Office by the successful candidates. **(Tolar)** Pg. 441-453
4. Consideration of selecting a Mayor Pro-Tem **(Tolar)** Pg. 454
5. Consideration of approving Ordinance No. 2019-2572 updating Chapter 111: Food Establishments. **(Shoemaker)** Pg. 455-477
6. Consideration of approving Resolution No. 2019-2578 approving rental fees for city venues to include RiverPlace, Velasco House and the Dow Heritage House. **(Townsend)** Pg. 478-484
7. Request for Qualifications for Engineering services for CDBG – Disaster Recovery to be awarded to John D. Mercer & Associates **(Motley)** Pg. 485-500
8. Discuss and consider approval and adoption of the Citizens Participation Plan as set forth by the Texas General Land Office (GLO) for the Community Development Block Grant Recovery (CDBG-DR) Program **(Motley)** Pg. 501-508
9. Discuss and consider adoption and enforcement of the Excessive Force policy in accordance with 24 CFR 91.325(b)(6): Non-Violent Civil Rights Demonstration **(Motley)** Pg. 509-510
10. Consideration of approving Resolution No. 2019-2579 designating the City Manager as the authorized official for grants from the Office of the Governor and approving the submission of the grant application for mobile video recorder equipment and software upgrade. **(Garivey)** Pg. 511-534
11. Consideration and Possible Action Regarding Authorizing the Finance Director to execute a Master Intergovernmental Cooperative Purchasing Agreement with OMNIA Partners, Public Sector and its affiliates and subsidiaries **(Russell)** Pg. 535
12. Consideration and Possible Action Regarding Authorizing staff to prepare an ordinance for water and sewer rate increases and to secure a proposal for a Utility Rate Study **(Russell)** Pg. 536-538

### **WORK SESSION:**

13. The City Council may deliberate and make inquiry into any item listed in the Work Session.
  - A. Mayor Troy T. Brimage announcements and comments.
  - B. Councilman Green Ward A announcements and comments.
  - C. Councilman Bass Ward B announcements and comments.
  - D. Councilwoman Loeza Ward C announcements and comments.
  - E. Councilman Yates Ward D announcements and comments.
  - F. City Manager Tim Kelty announcement and comments

- G. Updates on current infrastructure.
- H. Update on reports / concerns from Department heads.

**CLOSED SESSION:**

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

**COUNCIL BUSINESS – REGULAR SESSION:**

- 15. Consideration in open session of taking action on any matter discussed in closed executive session. **(Kelty)**

**ADJOURNMENT:**

- 16. Adjourn.

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

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

---

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

---

**CERTIFICATE** I certify the foregoing notice was posted in the official glass case at the rear door of the City Hall, with 24 hours a day public access, 200 West 2<sup>nd</sup> Street, Freeport Texas, before 6:00 p.m. on this the 10<sup>th</sup> day of May, 2019.

---

Laura Tolar, Interim City Secretary  
City of Freeport, Texas

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Saturday, April 15, 2019 at 11:00 a.m. at the Freeport Police Department, Municipal Court Room, 430 North Brazosport Boulevard, Freeport Texas for the purpose of considering the following agenda items:

City Council:

Mayor Troy Brimage  
Councilman Brooks Bass  
Councilman Ken Green  
Councilwoman Sandra Loeza  
Councilman Roy E. Yates

Staff:

Tim Kelty, City Manager  
Laura Tolar, Asst. City Secretary/Special Projects Coordinator  
Wallace Shaw, City Attorney  
Nat Hickey, Property Manager  
Brian Dybala, Golf Course Director  
David Hoelewyn, Street Department Director  
Stephanie Russell, Finance Director  
Loni Kershaw, Human Resources Director  
Jerry Meeks, Veolia  
Mike Praslicka, Freeport Fire Department  
Shawn Anzel, Freeport Fire Department  
Robert Suniga, Freeport Fire Department  
Khristopher Viera, Freeport Fire Department  
Justin Davidson, Freeport Fire Department

Visitors:

Kenny Hayes	Larry Fansher
Tommy Pearson	Melanie Oldham
Olan Massingill	Don Barrott
Angie Williams	Ivan Rodriguez
Tammy Massingill	Marisa Rodriguez
Gabriele Rodriguez	Mario Muraira

Visitors:

Call to order.

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

Citizen's Comments

Olan Massingill stated that Avenues Q, R, S & T needed ditch work.

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

Employee of the Month.

**REGULAR SESSION**

Consideration and possible action on the approval of City Council meeting minutes from April 1, 2019 and April 6, 2019

On a motion by Councilman Bass, seconded by Councilwoman Loeza, with all present voting "Aye", Council unanimously approved the meeting minutes from April 1, 2019 and April 6, 2019.

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

No action required.

Consider and take action on renewal of delinquent tax collection contract with Perdue, Brandon, Fielder, Collins & Mott, LLP. (Russell) Pg. 379-383

Consider and take action on renewal of collection contract for mowing, paving and demolition liens with Perdue, Brandon, Fielder, Collins & Mott, LLP.

On a motion by Councilman Bass, seconded by Councilman Green, with all present voting "Aye", Council unanimously approved council agenda items #3 and #4 entering into a contract with Perdue Brandon, Fielder, Collins & Mott, LLP for delinquent tax collection and collection for mowing, paving and demolition liens.

Consideration and possible approval of change orders #1 and #2 to contract with Sorrell Construction for 2019 Concrete Road Street Project

City Manager Tim Kelty stated that they change orders are within the allowable amount. Mayor Troy Brimage stated that the material is in stock.

On a motion by Councilman Bass, seconded by Councilwoman Loeza, with all present voting "Aye", Council unanimously approved change orders #1 and #2 to contract with Sorrell Construction for 2019 Concrete Road Street Project.

Consideration and possible action on plumbing bill reimbursement and a request for water and sewer bill adjustments at Freeport RV Park

Mr. Patel made a request to the city to reimburse him money paid to a plumber because his sewer line was stopped up. The owner called the City to report the leak and while the repairs were being made the owner called a plumber.

Mr. Kelty stated that he had contacted TML and was told that the City was not liable. He also added that reimbursing Mr. Patel would be in violation of the Texas Constitution.

Mayor Brimage stated that Mr. Patel told him the past administration would apply a credit to his water account.

On a motion by Councilwoman Loeza, seconded by Councilman Bass, with all present voting "Aye", Council unanimously voted to deny the reimbursement request.

Consideration of approving Resolution No. 2019-2576 suspending for 45 days the effective date proposed by CenterPoint Energy Resources Corp., Texas Coast Division ("CenterPoint") in its application filed on or about March 28, 2019 pursuant to section 104.301 of the Gas Utility Regulatory Act.

Mr. Kelty stated that the City is a member of the TCUC and as a member we can vote for a 45-day moratorium regarding Centerpoint's request to raise rates. He added that most cities will act on this.

On a motion by Councilman Bass, seconded by Councilman Yates, with all present voting "Aye", Council unanimously voted to approve Resolution No. 2019-2576 suspending for 45 days the effective date proposed by CenterPoint Energy Resources Corp., Texas Coast Division ("CenterPoint") in its application filed on or about March 28, 2019 pursuant to section 104.301 of the Gas Utility Regulatory Act.

Consideration of approval of revising Sections 8.02, Appendix A A8.02, A8.03, A12.03, 3.07, 5.06 of the City of Freeport Personnel Policy Handbook

Loni Kershaw presented the proposed changes to the personnel policy handbook.

On a motion by Councilwoman Loeza, seconded by Councilman Bass, with all present voting "Aye", Council unanimously voted to approve revising Sections 8.02, Appendix A A8.02, A8.03, A12.03, 3.07, 5.06 of the City of Freeport Personnel Policy Handbook.

Discuss and consider approving the City Manager to seek proposals for legal services

Mr. Kelty stated that council had asked him to seek proposals for legal services. He added that Mr. Shaw had presented him with three proposed contracts. Mr. Kelty stated that we paid approximately \$76,000 to Mr. Shaw last year and approximately \$19,000 to Olson & Olson.

Mr. Kelty said that if we seek proposals, we cannot discuss pricing with those attorneys per state law. He also stated that the process would take about 45 days.

On a motion by Councilman Bass, seconded by Councilwoman Loeza, with all present voting "Aye", Council unanimously voted to approve the City Manager to seek proposals for legal services.

#### **WORK SESSION:**

Councilman Ken Green stated that the 400 Block of 1<sup>st</sup> Street had installed a French drain. Street Department Director was told by Billy Shoemaker that it was ok. Mr. Green added that a wheelchair ramp had not been placed downtown and that the street sweeper was doing a great job.

Councilman Brooks Bass encouraged everyone to buy a fish plat from the high school on April 26 from 11:00am to 1:00 pm benefitting project graduation.

Councilwoman Sandra Loeza had nothing to report.

Councilman Yates asked about the status of the Alston warehouse on Hwy 332.

Mayor Troy Brimage stated that Fire Chief Motley had been doing a great job keeping everyone updated with daily weather texts. He added that there had been two demolitions on Sweeny and Broad. He also reminded everyone about the Easter Egg hunt. Mayor Brimage stated that the interviews were being held for the Economic Development Director. New outdoor work out equipment had been added next to the splashpad and overlooking the river.

City Manager Tim Kelty state that the Parks Department will be presenting revised rental rates for our facilities on one of the upcoming agendas. Also, there will be an agreement with BASF for effluent water and an agreement with Bryan Mound Strategic Oil Reserve for sewer services. Mr. Kelty added that there may be a new 380 agreement next month for the Urban Renewal property. Staff reports are in council packets and will be included in the second meeting of each month. Riverfest is coming up.

Golf Course Director Brian Dybala thanked council for allowing him to add the new building at the golf course. He stated that both Phillips and Olin will be having golf tournaments and have rebooked for next year.

Finance Director Stephanie Russell stated that sales tax had gone up 38% and that the new auditors would be starting.

### Adjourn

On a motion by Councilman Bass, seconded by Councilman Yates, with all present voting "Aye", Mayor Brimage adjourned the meeting at 7:43 PM.

---

Mayor, Troy Brimage  
City of Freeport, Texas

---

Assistant City Secretary, Laura Tolar  
City of Freeport, Texas



## City Council Agenda Item #2

**Title:** Consideration and possible action regarding a resolution of the City Council of the City of Freeport, Texas, adopting a policy permitting the consideration of applications for primary depository bank services received from financial institutions that are not doing business within the municipal boundaries of the City.

**Date:** May 13, 2019

**From:** Stephanie Russell, Finance Director

---

**Staff Recommendation:**

Staff recommends approving a resolution to adopt a policy permitting the consideration of applications for primary depository bank services received from financial institutions that are not doing business within the municipal boundaries of the city.

**Item Summary:**

Chapter 105 of the Texas Local Government Code requires that a City adopt a written policy to permit the consideration of applications received from financial institutions that are located outside of the City's municipal boundaries. The proposed policy allows the City to limit the selection to those financial institutions within a specified distance from City Hall determined by the consideration of operational convenience and increased competitiveness. This specified distance will be disclosed in the Notice, advertisements (local and general circulation), and the Request for Applications.

**Background Information:**

During the April 1, 2019 City Council meeting Council directed staff to solicit for bank depositories within a 10-mile radius of City Hall. This resolution allows for that in accordance with Chapter 105 of the Texas Local Government Code.

**Special Considerations:**

N/A

**Financial Impact:**

N/A

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

N/A

**Supporting Documentation:**

Resolution



**RESOLUTION NO. 2019-2577**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, ADOPTING A POLICY PERMITTING THE CONSIDERATION OF APPLICATIONS FOR PRIMARY DEPOSITORY BANK SERVICES RECEIVED FROM FINANCIAL INSTITUTIONS THAT ARE NOT DOING BUSINESS WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY.**

**WHEREAS**, Chapter 105 of the Texas Local Government Code requires the City to competitively solicit financial institutions located within the City's municipal boundaries to provide primary depository bank services; and

**WHEREAS**, Chapter 105 of the Texas Local Government Code further allows the City Council to adopt a written policy, herein attached as "Exhibit A", permitting the consideration of applications received from financial institutions that are located outside of the City's municipal boundaries when it is deemed to be in the best interest of the City; and

**WHEREAS**, the number of financial institutions located within the municipal boundaries of the City that can provide primary depository bank services is limited; and

**WHEREAS**, it is in the best interest of the City to include financial institutions from outside the City's municipal boundaries to ensure a competitive application solicitation process.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Freeport, Texas ("City"):

**Section 1.** That the findings and premises contained in the above are deemed to be true and correct.

**Section 2.** That the attached written policy of the City of Freeport, Texas shall be approved.

**Section 3.** This Resolution shall become effective upon the date of passage.

PASSED AND APPROVED on this \_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED AS TO FORM:

APPROVED:

\_\_\_\_\_  
Wallace Shaw, City Attorney

\_\_\_\_\_  
Troy Brimage, Mayor

ATTEST:

\_\_\_\_\_  
Laura Tolar, Interim City Secretary

## **Exhibit A**

### **CITY OF FREEPORT, TX PRIMARY DEPOSITORY BANK SOLICITATION BOUNDARIES POLICY APRIL 2019**

In accordance with Chapter 105 of the State of Texas Local Government Code, it is the Policy of the City of Freeport, TX to accept applications from financial institutions ("banks, credit unions, savings associations") doing business within the City's municipal boundaries.

With the approval by resolution of the City Council of the City of Freeport, TX, in the best interest of the City, the City may accept applications from financial institutions not doing business within municipal boundaries.

The City will limit the selection to those financial institutions within a specified distance from City Hall determined by the consideration of operational convenience and increased competitiveness. This specified distance will be disclosed in the Notice, advertisements (local and general circulation), and the Request For Applications.



## City Council Agenda Item #3

**Title:** Consideration of approving Ordinance No. 2019-2571 canvassing the returns and declaring the results of the May 4, 2019 election, signing the required affidavit and administering the Oaths of Office by the successful candidates.

**Date:** May 13, 2019

**From:** Laura Tolar, Interim City Secretary

**Staff Recommendation:** Staff recommends the approval of Ordinance 2019-2575 canvassing the returns and declaring the results of the May 4, 2019 election.

**Item Summary:** Mayor Brimage, Councilman Brooks Bass and Councilman Roy Yates will retain their elected positions. The unofficial results are attached. The official results will be published after the canvass deadline.

**Background Information:**

Annually the votes are canvassed from the municipal election held each May.

**Financial Impact.**

We have currently paid a deposit to Brazoria County as part of our interlocal agreement for the election. There is still an undetermined balance to be paid. We will be invoiced.

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

**Supporting Documentation:**

Ordinance 2019-2575

Brazoria County Elections Department Unofficial Results

ORDINANCE NO. 2019-2571

AN ORDINANCE OF THE CITY OF FREEPORT, BRAZORIA COUNTY, TEXAS, MAKING CERTAIN FINDINGS OF FACT REGARDING, CANVASSING THE RETURNS AND DECLARING THE RESULT OF THE ANNUAL ELECTION HELD ON THE FIRST SATURDAY IN MAY, 2019, BEING MAY 4, 2019, IN AND THROUGHOUT SAID CITY FOR THE PURPOSE OF ELECTING, FOR A TWO (2) YEAR TERM, A PERSON TO BE MAYOR OF SAID CITY AND, IN WARDS B AND D OF SAID CITY, FOR THE PURPOSE OF ELECTING, FOR A TERM OF TWO YEARS EACH, PERSONS TO FILL COUNCIL POSITION B AND COUNCIL POSITION D ON THE CITY COUNCIL OF SAID CITY; PROVIDING FOR RATIFICATION AND CONFIRMATION OF THE ACTION TAKEN BY THIS ORDINANCE BY THE MAYOR OF SAID CITY; AND PROVIDING AN EFFECTIVE DATE FOR THIS ORDINANCE.

BE IT ORDAINED AND ORDERED, RESPECTIVELY, BY THE CITY COUNCIL AND MAYOR OF THE CITY OF FREEPORT, BRAZORIA COUNTY, TEXAS:

SECTION ONE--Scope of Ordinance

This ordinance relates to the annual election called by Ordinance No. 2019-0001 of the City of Freeport, Brazoria County, Texas, heretofore read, passed, adopted and ratified on January 22, 2019, by the City Council and Mayor of said City, ordaining and ordering, respectively, that an election be held in and throughout said city on the first Saturday in May, 2019, being May 4, 2019, for the purpose of electing, for a two (2) year term, a person to fill the office of Mayor of said city and, in Wards B and D of said City, for the purpose of electing to office, for a term of two (2) years each, persons to fill the offices of Council Position B and Council Position D on the City Council of said City.

SECTION TWO--Findings of Fact Regarding Election

The Mayor and City Council of the City of Freeport, Texas, make the following findings of fact with respect to said election, to-wit:

First, that notice of said election was given in the manner and at the time required by law.

Second, that said election was duly called and held in the manner and at the time required by law, and said Ordinance No. 2019-0001, and that at said election only qualified voters were permitted to vote.

Third, that based on the returns of said elections, which are now before the Mayor and City Council and which are found to be in due form and order and to have been regularly made as required by law, a total of 452 votes were cast in the election for mayor, a total of 142 votes were cast in the election for Council Position B and a total of 104 votes were cast in the election for Council Position D.

Fourth, that the following named candidates received the number of votes set opposite their names, to-wit:

<u>NAME</u>	<u>POSITION</u>	<u>TOTAL VOTES</u>
TROY T. BRIMAGE	MAYOR	325
MELANIE OLDHAM	MAYOR	127
BROOKS BASS	COUNCIL POSITION B	142
ROY YATES	COUNCIL POSITION D	90
OLAN D. MASSINGILL	COUNCIL POSITION D	14

Fifth, that the following named persons received the number of write-in votes for the position set opposite their names, to-wit: NONE.

SECTION THREE--Declaring the Results of Election for Mayor

The Mayor and City Council of the City of Freeport, Texas, hereby declare and ordain, respectively, that TROY T. BRIMAGE has been elected Mayor of the City of Freeport for a term of two (2) years.

SECTION FOUR--Declaring the Results of Election for Council Position B

The Mayor and City Council of the City of Freeport, Texas, hereby declare and ordain, respectively, that, in the election for Council Position B, BROOKS BASS has received a majority of the votes cast and has been elected to Council Position B for a term of two (2) years.

SECTION FIVE--Declaring the Results of Election for Council Position D

The Mayor and City Council of the City of Freeport, Texas, hereby declare and ordain, respectively, that, in the election for Council Position D, ROY YATES received a majority of the votes cast and has been elected to Council Position D for a term of two (2) years.

SECTION SIX--Qualification

Upon filing the signed statement and taking the Constitutional Oath of Office as required by Article 16, Section 1 of the Texas Constitution TROY T. BRIMAGE, BROOKS BASS and ROY T. YATES have been elected for a term of two (2) years each and until their respective successors shall have been duly elected and qualified according to law.

SECTION SEVEN--Ratification and Confirmation by Mayor

By signing this ordinance, the undersigned Mayor of the City of Freeport, Texas, hereby ratifies and confirms as his action all matters herein above recited which by law come within his jurisdiction.

SECTION EIGHT--Effective Date

This ordinance shall be effective immediately upon its passage and adoption.

READ, PASSED AND ADOPTED this \_\_\_\_\_ day of May, 2019.

\_\_\_\_\_  
Troy T. Brimage, Mayor,  
City of Freeport, Texas

ATTEST:

\_\_\_\_\_  
Laura Tolar, Assistant City Secretary,  
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
Wallace Shaw, City Attorney,  
City of Freeport, Texas

C:\Freeport.Election\2019 Election Canvass-Ord

**2019 City of Freeport  
Cumulative Report**

2019 May 4 Joint Local Election

Run Time 9:32 AM

Run Date 05/06/2019

**Brazoria County**

2019 Joint Local Election

5/4/2019

Page 1 of 1

**Unofficial results**

Registered Voters

461 of 5594 = 8.24 %

Polling Places Reporting

20 of 20 = 100.00 %

**Mayor**

Choice	Party	Absentee		Early Voting		Election Day		Total	
Troy T. Brimage		2	100.00%	229	74.11%	94	66.67%	325	71.90%
Melanie Oldham		0	0.00%	80	25.89%	47	33.33%	127	28.10%
Cast Votes:		2	100.00%	309	100.00%	141	100.00%	452	100.00%
Undervotes:		0		5		4		9	
Overvotes:		0		0		0		0	

**City Council Position B**

Choice	Party	Absentee		Early Voting		Election Day		Total	
Brooks Bass		0	0.00%	109	100.00%	33	100.00%	142	100.00%
Cast Votes:		0	0.00%	109	100.00%	33	100.00%	142	100.00%
Undervotes:		0		13		1		14	
Overvotes:		0		0		0		0	

**City Council Position D**

Choice	Party	Absentee		Early Voting		Election Day		Total	
Roy Yates		0	0.00%	57	89.06%	33	82.50%	90	86.54%
Olan D Massingill		0	0.00%	7	10.94%	7	17.50%	14	13.46%
Cast Votes:		0	0.00%	64	100.00%	40	100.00%	104	100.00%
Undervotes:		0		4		2		6	
Overvotes:		0		0		0		0	

**2019 City of Freeport  
Cumulative Report**

2019 May 4 Joint Local Election

Run Time 3:44 PM

Run Date 05/10/2019

**Brazoria County**

2019 Joint Local Election

5/4/2019

Page 1 of 1

Unofficial results

Registered Voters

461 of 5594 = 8.24 %

Polling Places Reporting

20 of 20 = 100.00 %

**Mayor**

Choice	Party	Absentee		Early Voting		Election Day		Total	
Troy T. Brimage		2	100.00%	229	74.11%	94	66.67%	325	71.90%
Melanie Oldham		0	0.00%	80	25.89%	47	33.33%	127	28.10%
Cast Votes:		2	100.00%	309	100.00%	141	100.00%	452	100.00%
Undervotes:		0		5		4		9	
Overvotes:		0		0		0		0	

**City Council Position B**

Choice	Party	Absentee		Early Voting		Election Day		Total	
Brooks Bass		0	0.00%	109	100.00%	33	100.00%	142	100.00%
Cast Votes:		0	0.00%	109	100.00%	33	100.00%	142	100.00%
Undervotes:		0		13		1		14	
Overvotes:		0		0		0		0	

**City Council Position D**

Choice	Party	Absentee		Early Voting		Election Day		Total	
Roy Yates		0	0.00%	57	89.06%	33	82.50%	90	86.54%
Olan D Massingill		0	0.00%	7	10.94%	7	17.50%	14	13.46%
Cast Votes:		0	0.00%	64	100.00%	40	100.00%	104	100.00%
Undervotes:		0		4		2		6	
Overvotes:		0		0		0		0	



2019 City of Freeport Canvass Report

2019 May 4 Joint Local Election

Run Time: 4:57 PM  
 Run Date: 05/10/2019

Brazoria County

2019 Joint Local Election

5/4/2019

Page 1 of 3

Unofficial results

Registered Voters

461 of 5594 = 8.24%

Polling Places Reporting

20 of 20 = 100.00%

Mayor

Precinct	Troy T. Brimage	Melanie Oldham	Cast Votes	Undervotes	Overvotes	Absentee Ballots Cast	Early Voting Ballots Cast	Election Day Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
7	137	62	199	5	0	0	121	83	204	2679	7.61 %
8	12	2	14	0	0	0	14	0	14	84	16.67 %
17	175	63	238	4	0	2	178	62	242	2815	8.60 %
20	1	0	1	0	0	0	1	0	1	16	6.25 %
<b>Totals</b>	<b>325</b>	<b>127</b>	<b>452</b>	<b>9</b>	<b>0</b>	<b>2</b>	<b>314</b>	<b>145</b>	<b>461</b>	<b>5594</b>	<b>8.24 %</b>

**Brazoria County**

**2019 Joint Local Election**

5/4/2019

Page 2 of 3

**City Council Position B**

Precinct	Brooks Bass	Cast Votes	Undervotes	Overvotes	Absentee Ballots Cast	Early Voting Ballots Cast	Election Day Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
17	142	142	14	0	0	122	34	156	1568	9.95 %
<b>Totals</b>	<b>142</b>	<b>142</b>	<b>14</b>	<b>0</b>	<b>0</b>	<b>122</b>	<b>34</b>	<b>156</b>	<b>1568</b>	<b>9.95 %</b>

**Brazoria County**

2019 Joint Local Election

5/4/2019

Page 3 of 3

**City Council Position D**

Precinct	Roy Yates	Olan D Massingill	Cast Votes	Undervotes	Overvotes	Absentee Ballots Cast	Early Voting Ballots Cast	Election Day Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
7	77	13	90	6	0	0	54	42	96	1361	7.05 %
8	13	1	14	0	0	0	14	0	14	84	16.67 %
<b>Totals</b>	<b>90</b>	<b>14</b>	<b>104</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>68</b>	<b>42</b>	<b>110</b>	<b>1445</b>	<b>7.61 %</b>

**2019 City of Freeport Precinct Report**

2019 May 4 Joint Local Election

Run Time 3:47 PM  
Run Date 05/10/2019

**Brazoria County**

**2019 Joint Local Election**

5/4/2019

Page 1 of 4

Unofficial results

Registered Voters

461 of 5594 = 8.24 %

Polling Places Reporting

20 of 20 = 100.00 %

7

**Mayor**

Choice	Party	Absentee		Early Voting		Election Day		Total	
Troy T. Brimage		0	0.00%	89	74.17%	48	60.76%	137	68.84%
Melanie Oldham		0	0.00%	31	25.83%	31	39.24%	62	31.16%
Cast Votes:		0	0.00%	120	100.00%	79	100.00%	199	100.00%
Undervotes:		0		1		4		5	
Overvotes:		0		0		0		0	

**City Council Position D**

Choice	Party	Absentee		Early Voting		Election Day		Total	
Roy Yates		0	0.00%	44	88.00%	33	82.50%	77	85.56%
Olan D Massingill		0	0.00%	6	12.00%	7	17.50%	13	14.44%
Cast Votes:		0	0.00%	50	100.00%	40	100.00%	90	100.00%
Undervotes:		0		4		2		6	
Overvotes:		0		0		0		0	

8

**Mayor**

Choice	Party	Absentee		Early Voting		Election Day		Total	
Troy T. Brimage		0	0.00%	12	85.71%	0	0.00%	12	85.71%
Melanie Oldham		0	0.00%	2	14.29%	0	0.00%	2	14.29%
Cast Votes:		0	0.00%	14	100.00%	0	0.00%	14	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

**City Council Position D**

Choice	Party	Absentee		Early Voting		Election Day		Total	
Roy Yates		0	0.00%	13	92.86%	0	0.00%	13	92.86%
Olan D Massingill		0	0.00%	1	7.14%	0	0.00%	1	7.14%
Cast Votes:		0	0.00%	14	100.00%	0	0.00%	14	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

**2019 City of Freeport Precinct Report**

2019 May 4 Joint Local Election

Run Time 3:47 PM

Run Date 05/10/2019

**Brazoria County**

2019 Joint Local Election

5/4/2019

Page 3 of 4

Unofficial results

Registered Voters

461 of 5594 = 8.24 %

Polling Places Reporting

20 of 20 = 100.00 %

17

**Mayor**

Choice	Party	Absentee		Early Voting		Election Day		Total	
Troy T. Brimage		2	100.00%	127	72.99%	46	74.19%	175	73.53%
Melanie Oldham		0	0.00%	47	27.01%	16	25.81%	63	26.47%
Cast Votes:		2	100.00%	174	100.00%	62	100.00%	238	100.00%
Undervotes:		0		4		0		4	
Overvotes:		0		0		0		0	

**City Council Position B**

Choice	Party	Absentee		Early Voting		Election Day		Total	
Brooks Bass		0	0.00%	109	100.00%	33	100.00%	142	100.00%
Cast Votes:		0	0.00%	109	100.00%	33	100.00%	142	100.00%
Undervotes:		0		13		1		14	
Overvotes:		0		0		0		0	

**2019 City of Freeport Precinct Report**

2019 May 4 Joint Local Election

Run Time 3:47 PM

Run Date 05/10/2019

**Brazoria County**

2019 Joint Local Election

5/4/2019

Page 4 of 4

Unofficial results

Registered Voters

461 of 5594 = 8.24 %

Polling Places Reporting

20 of 20 = 100.00 %

20

**Mayor**

Choice	Party	Absentee		Early Voting		Election Day		Total	
Troy T. Brimage		0	0.00%	1	100.00%	0	0.00%	1	100.00%
Melanie Oldham		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Cast Votes:		0	0.00%	1	100.00%	0	0.00%	1	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	



## City Council Agenda Item #4

**Title:** Consideration of selecting a Mayor Pro-Tem.

**Date:** May 13, 2019

**From:** Laura Tolar, Interim City Secretary

---

**Staff Recommendation:** Staff recommends that a nomination be made and vote be taken by council on the appointment of a Mayor Pro Tem to serve until the next election is held and canvased.

**Item Summary:**

The Freeport charter states “At the meeting of the City council at which the returns of the annual election are canvassed each year, the members of the City Council shall select, on a rotating basis among the wards, a member of the City Council who has been on the City Council for at least two (2) years to serve as Mayor Pro Tem, until the meeting the meeting of the City Council at which the returns of the annual election for the net succeeding year have been canvassed.”

Therefore it is my understanding that only Councilman Yates and Councilwoman Loeza are eligible for consideration as Mayor Pro Tem.

**Background Information:** None

**Financial Impact:** None

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

**Supporting Documentation:** None





## City Council Agenda Item #5

**Title:** CONSIDERATION REPLACING CHAPTER 111: FOOD ESTABLISHMENTS

**Date:** May 13, 2019

**From:** Billywayne Shoemaker Building Official

---

**Staff Recommendation:**

Approve replacing the current Chapter 111 with the new version of Chapter 111 FOOD ESTABLISHMENTS.

**Item Summary:**

This will bring the City in to compliance with current State law, or current ordinance has not been compliant since 2016. The wording added to this version will automatically recognize changes to State law in the future. In addition this version will allow food trucks in authorized areas of the city.

**Background Information:**

The last time this ordinance was completely revised was 1968 and has been change multiple times over the years and had numerous conflicts and discrepancies. This version cleans up and updates the ordinance to current State law.

**Special Considerations:**

We are requesting our citizens to make hard decisions about their property; we should take this opportunity to set an example.

**Financial Impact:**

The updated fee Schedule should bring in some increased revenue due to updating or fees. The changes to the fee schedule will bring the City closer in line with our neighbors our current fee schedule has not been reset since 1996 or 2006 there is some confusion as to which one is accurate, but it is considerably out of line with our neighbors current rates.

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

Planning and Zoning held their public hearing and vote to recommend and forward this item to council for final approval.

**Supporting Documentation:**

Attached.

ORDINANCE NO. 2019-2572

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; REPEALING EXISTING CHAPTER 111 OF THE CODE OF ORDINANCES, REGULATING FOOD ESTABLISHMENTS, AND REPLACING IT WITH A NEW CHAPTER 111, FOR SAID CODE OF ORDINANCES, INCLUDING THE ADOPTING STATE HEALTH DEPARTMENT REGULATIONS FOR FOOD SERVICE SANITATION, CONTAINING DEFINITIONS, PROVISIONS REGARDING ITS APPLICATION TO FOOD SERVICE ESTABLISHMENTS AND RESTAURANTS LOCATED WITHIN THE CITY; PROVIDING FOR THE ENFORCEMENT AND INJUNCTIVE RELIEF; REQUIRING PERMITS, SPECIFYING THE DURATION THEREFOR AND FOR PERMIT FEES WHICH ARE NOT REFUNDABLE AND CANNOT BE PRORATED; SPECIFYING THE DURATION AND PROVIDING FOR THE SUSPENSION AND REVOCATION OF SUCH PERMITS, HEARING, NOTICE AND APPEALS AND FOR NEW PERMITS AFTER REVOCATION; PROVIDING INSPECTIONS, ACCESS, FREQUENCY AND REPORTS AND FOR CORRECTIONS OF VIOLATIONS; PROVIDING FOR SERVICING AND REPORTS OF SERVICE FORS GREASE INTERCEPTORS; PROVIDING FOR POWER FAILURES, EXAMINATION, DETENTION AND DESTRUCTION OF FOOD; PROVIDING FOR CHANGE OF OWNERSHIP; PROVIDING FOR MOBILE FOOD UNITS AND SPECIFYING THE IDENTIFICATION, SIGNAGE AND LOCATION OF SUCH UNITS AND THE ZONING DISTRICTS ESTABLISHED BY THE ZONING ORDINANCE OF THE CITY IN WHICH SUCH UNITS MAY BE PARKED; PROVIDING SANITARY REQUIREMENTS FOR SUCH UNITS; PROVIDING FOR TEMPORARY FOOD SERVICE ESTABLISHMENTS; PROVIDING THAT ANY PERSON VIOLATION SAID CODE OF ORDINANCES, AS AMENDED BY THIS ORDINANCE, SHALL BE GUILTY OF A MISDEMEANOR AND ASSESSED A FINE IN ACCORDANCE WITH THE PROVISIONS OF SECTION 1-5 OF SAID CODE OF ORDINANCES; PROVIDING THAT EACH DAY ANY SUCH VIOLATION OCCURS AND EACH DAY ANY SUCH VIOLATION CONTINUES SHALL CONSTITUTE A SEPARATE OFFENSE; CONTAINING SAVINGS CLAUSES; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS DESCRIPTIVE CAPTION HAS BEEN PUBLISHED TWICE IN THE FACTS.

WHEREAS, the city of Freeport, Texas, ("the city") is a "Home Rule City" and a "Home Rule Municipality" as described in and defined by Section 5, Article XI of the Constitution of Texas

and Section 1.005 of the Local Government Code, respectively; and,  
WHEREAS, Sections 51.072, 54.001 and 54.004 of the Local Government Code, Section 122.006 of the Health and Safety code and Sections 2.02 and 4.07 of the Home Rule Charter of the City authorize the adoption of this Ordinance; and,

WHEREAS, the City Council of the City has determined and does here now declare that the adoption of this ordinance is necessary to the health, safety and general welfare of the inhabitants of said City and persons using the retail food service outlets operating within said city.

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

First, Chapter 111 of the Code of Ordinances of the City is hereby repealed in its entirety and a new Chapter 111 is hereby adopted which shall read as follows,

**CHAPTER 111: FOOD ESTABLISHMENTS**

**Section 1 General Provisions**

111.01 Food service sanitation; adoption of state Health Department Regulations

111.02 Definitions

111.03 Application of chapter

111.04 Enforcement

111.05 Injunction

**Section II Permit**

111.06 Permit required

111.07 Duration

- 111.08 Fees
- 111.09 Refunds/Proration
- 111.10 Suspension
- 111.11 Revocation
- 111.12 Service of Notice
- 111.13 Hearings
- 111.14 Appeals
- 111.15 Application for a New Permit after Revocation

**Section III Inspections**

- 111.16 Inspections
- 111.17 Access
- 111.18 Reports
- 111.19 Correction of Violations
- 111.20 Grease interceptors
- 111.21 Power failure
- 111.22 Examination, Detention and Destruction of Food

**Section IV Conversion of Ownership**

- 111.23 Ownership of Food Establishment

**Section V Mobile Food Units and Temporary Food Service Establishment**

- 111.24 General Provisions
- 111.25 Penalty

**SECTION I. - GENERAL PROVISIONS**

**111.01 FOOD SERVICE SANITATION; ADOPTION OF STATE HEALTH DEPARTMENT REGULATIONS.**

- a. The City of Freeport adopts by reference the provisions of the current rule or rules as amended by The Executive Commission of the Health and Human Services Commission found in 25 Texas Administrative Code, Chapter 28, regarding the regulation of food establishments in this jurisdiction; as the Food Code of the City for regulating

- the design, construction, management and operation of food establishments, and providing for plans submission and approval and the issuance of permits, licenses and/or certificates and the collection of fees therefor.
- b. If there is a conflict between a rule adopted in this section and any other section of this SECTION, the more restrictive provision shall apply.

**111.02 DEFINITIONS.**

The definitions of the words and phrases used in this chapter shall be the definitions contained in the Texas Food Establishment Rules (TFER) that are found in 25 Texas Administrative Code, Chapter 228. The definition of any word or phrase not defined therein shall have the meaning given to it in this section, or, if there is none, then such meaning shall be determined by the Building Official of the City unless a different authority therefor is specified elsewhere in this SECTION.

**AUTHORIZED AGENT OR EMPLOYEE** means an employee(s) of the City.

**BUILDING OFFICIAL.** The Building Official of the City, and shall be construed to include any of his assistants, deputies, inspectors, sanitarians, or any other official representative of the members of the Building and Code Department staff.

**BUSINESS.** Includes any business, occupation, industry, and all operations incident thereto of the several kinds herein mentioned or referred to.

**CATERER.** Means any person or entity that transports complete meals from an approved establishment to another location for consumption, but shall not include persons operating restaurants that routinely deliver food on order or persons that deliver a product or distribute a product to vending machines.

**COMMISSARY or CENTRAL PREPARATION FACILITY** means a facility that mobile food service establishments use to dispose of waste, obtain potable water and to obtain supplies.

**DAYTIME and NIGHTTIME.** When used with reference to a mobile food vendor, these words have the following meaning; "Daytime" means the period beginning one-half hour before sunrise and ending one-half hour after sunset. "Nighttime" means the period beginning one-half hour after sunset and ending one-half hour

before sunrise.

**EMPLOYEE.** The owner, manager, or any individual who handles food during preparation or serving who comes in contact with any eating or cooking utensils, or who is employed at any time with or without remuneration, in a room in which food is prepared or served.

**FOOD or FOODSTUFF.** Any substance or thing, whether liquid or solid, whether organic or inorganic, and whether of animal or vegetable origin intended to be used or used as food or drink or flavoring or confectionery or condiment, for human beings. This chapter shall not apply to prepackaged food or drink sold in vending machines in locations whose principal business is not the preparation or selling of food.

**FOOD MANAGER CERTIFICATION-RULES**

A) During operating hours, each restaurant, food service establishment, fast-food establishment and caterer is required to have at least one-person present who is in charge and who has satisfactorily completed and passed the state-approved certified food management course pursuant to the requirements of the Department of State Health Services, Retail Foods Division.

(B) The certificate issued by the Department of State Health Services, showing successful completion of such course must be displayed in such establishment in a place to which all customers of such establishment have access.

(C) All such establishments must be in compliance with this section on or before January 1, 2019

**FOOD PROTECTION MANAGER CERTIFICATION.** A document obtained by a person in charge who demonstrates knowledge by being a food protection manager that is certified by a food protection manager certification program that is evaluated and listed by a Conference for Food Protection-recognized accrediting agency as conforming to the Conference for Food Protection Standards for Accreditation of food Protection Manager Certification Programs.

**FOOD ESTABLISHMENT** means an operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption as follows:

- (1) A restaurant, retail food store, satellite or catered feeding location, catering operation if the operation provides food directly to a consumer or to a conveyance used to transport people, market, ending location, (machine), self-service food market, conveyance used to transport people, institution, or food bank;
- (2) An establishment that relinquishes possession of food to a consumer directly, or indirectly through a delivery service such as home delivery of grocery orders or restaurant takeout order, or delivery service that is provided by common carriers; and
- (3) Includes an element of the operation such as a transportation vehicle or a central preparation facility that supplies a vending location or satellite feeding location unless the vending or feeding location is permitted by the regulatory authority and an operation that is conducted in a mobile, stationary, temporary, or permanent facility or location; where consumption is on or off premises; and regardless of whether there is a charge for the food.
- (4) Food establishment does not include an establishment that offers only prepackaged foods that are not time/temperature controlled for food safety, a produce stand that only offers whole, uncut fresh fruits and vegetables, a food processing plant, a cottage food industry, an area where cottage food is prepared, sold or offered for human consumption, a bed and breakfast limited facility as defined in the TFER, or a private home that receives catered or home-delivered food.

**MOBILE FOOD UNIT (MFU)** means a vehicle mounted, self or otherwise propelled, self-contained food service operation, designed to be readily movable (including, but not limited to catering trucks, trailers, push carts, and roadside vendors) and used to store, prepare, display, serve or sell food. Mobile units must completely retain their mobility at all times. A mobile food unit does not include a stand or a booth. A roadside food vendor is classified as a MFU.

**MOBILE FOOD UNIT - ADDITIONAL PERMIT** means a mobile food unit operated by an existing permitted food establishment that provides an additional source of food service and also includes multiple mobile food units operated by the same owner. The owner is legally considered to be the person holding the food

establishment's permit or the food permit(s) for the multiple mobile food units.

**NONPROFIT ORGANIZATION** means an incorporated organization which exists for educational or charitable reasons, and from which its shareholders or trustees do not benefit financially. Nonprofit status must be verified by submission of supporting documentation, such as an IRS form 501c.

**PERSON.** Person, firm, corporation, or association.

**PERSON IN CHARGE** means the individual present in a food service establishment who is the apparent supervisor of the food service establishment at the time of inspection. If no individual is the apparent supervisor, then any employee present is the person in charge.

**PORTABLE BUILDING.** A structure designed to be transported by attaching thereto wheels or skids or by placing such structure on a trailer, and to be used without being placed on a permanent foundation.

**REGULATORY AUTHORITY** means the City of Freeport, Building Official, Building Official or another person designated by the City Manager.

**RESTAURANT.** Includes cafes, coffee shops, cafeteria, short order café, tavern, sandwich shop or stand, lunchroom, luncheonette, boardinghouse, soda fountain, and all other places where food or drink is sold or offered for sale to the public, or served or permitted to be served, as well as kitchens where food or drink is prepared for sale to the public elsewhere. It shall not include a food establishment or restaurant located in a portable building.

**ROOM.** Includes any room or apartment or place enclosed on one or more sides for the purpose of any such business.

**STAND, STOP, or PARK.** When used with reference to a mobile food vendor, these words have the following meaning; "Stand" or "standing" means to halt an occupied or unoccupied vehicle, other than temporarily while receiving or discharging passengers. "Stop" or "stopping" means:

(A) when required, to completely cease movement; and



(B) when prohibited, to halt, including momentarily halting, an occupied or unoccupied vehicle, unless necessary to avoid conflict with other traffic or to comply with the directions of a police officer or a traffic-control sign or signal; "Park" or "parking" means to stand an occupied or unoccupied vehicle, other than temporarily while loading or unloading merchandise or passengers.

**TEMPORARY FOOD ESTABLISHMENT** means a food service establishment which operates at the same location for a period of time of not more than fourteen (14) consecutive days in conjunction with a single event, such as a fair, carnival, circus, public exhibition or similar temporary gathering.

**TIME/TEMPERATURE CONTROL FOR SAFETY FOOD (TCS)**-formerly Potentially Hazardous Food (PHF) means a food that requires time/temperature control for safety to limit pathogenic microorganism growth or toxin formation.

**TEXAS FOOD ESTABLISHMENT RULES (TFER)** means the rules promulgated by the Texas Department of State Health Services with an effective date of October 11, 2015, and set forth in 25 Texas Administrative Code, chapter 228, subchapters A-J, and as such rules may be hereafter amended.

**111.03 APPLICATION OF CHAPTER.**

- (a) This chapter shall apply to all areas within the incorporated City limits.
- (b) Persons or organizations whose food services are regulated and regularly inspected by another federal or state governmental entity are required to comply with this chapter.

**111.04 ENFORCEMENT.**

This chapter shall be enforced by the City's Building Department; Code Enforcement Division.

**111.05 INJUNCTION.**

- (a) If it appears that a person has violated, is violating, or threatens to violate this chapter, the City may institute a civil suit in a District Court for injunctive relief to restrain the person from continuing the violation or threat of violation.

- (b) The City may petition a District Court for a temporary restraining order to immediately halt a violation or other action creating an emergency condition if it appears that:
- (1) A person is violating or threatening to violate this chapter; and
  - (2) The violation or threatened violation creates an immediate threat to the health and safety of the public.

## **SECTION II. - PERMIT**

### **111.06 PERMIT REQUIRED.**

A food establishment, temporary food establishment, mobile food unit, child care center or group residence that provides food service shall only be operated with a valid permit issued by the City. Permits are not transferable from place to place or person to person. A valid permit shall be posted in public view in every establishment. Each and every food establishment, whether under one roof or not, shall be considered a separate establishment, and a permit must be obtained for each establishment. Each such establishment is subject to the requirements in this chapter.

(1) A copy of a current sales tax permit issued to the applicant by the Comptroller of Public Accounts of the State of Texas; and no permit, license or certificate shall be issued by the Building Official to any applicant who does not have a current sales tax permit.

(2) A photocopy of the food manager's certificate of completion of a Food Service Sanitation Course must be submitted with the permit application or renewal. Manager certification must be verified through department records.

(3) Two or more establishments. If a person, company or corporation owns or operates two or more establishments, each establishment shall be permitted separately by listing the name and address of each establishment on separate application forms.

### **111.07 DURATION.**

Each food service establishment issued a permit, license or certificate shall renew such permit, license, or certificate annually, for the year 2019, no later than March 31 of the calendar year next following the year of its issuance. Starting in 2020, no later than December 31 of the calendar year following the year of its issuance. A renewal will be issued by the Building Official provided the food service establishment has satisfied all renewal fees and has maintained compliance with the applicable provisions of this chapter. A 10% late fee

will be accessed between a grace period of 1 to 30 days of the renewal date. In case of failure to renew a permit, license or certificate within the grace period or 30 days following the renewal date, the holder will be subject to all the requirements of obtaining a new permit, license or certificate.

A mobile food unit (commonly known as a "food truck") permits shall be issued annually and shall extend from the date of issuance or renewal, as applicable. Annual renewal applications must be submitted at least thirty (30) days prior to the expiration date of the permit. A permit shall be issued only if the establishment is in complete compliance with this chapter.

A temporary food service establishment that operates for a period of no more than fourteen (14) consecutive days in conjunction with a single event or celebration may obtain a temporary food establishment permit which is issued for the length of the single event or celebration.

#### Caterer

- (a) License. Any entity that operates as a caterer must obtain either a yearly license or a temporary license issued for the duration of a single event. The license shall be posted at the caterer's commissary location and at the location of the event.
- (b) Additional requirements—Notification to the City. Prior to catering an event, a caterer shall provide the City with written notification of the location, time, date, number of persons to be served and menu items, as well as the phone number, license number and name of the person certified in food protection management who will be the person in charge of catering the event.

#### 111.08 FEES.

- (a) Before any permit shall be issued under this chapter, the applicant shall pay the applicable fees as set by City Council in the Master Fee Schedule
- (b) The re-inspection fee set forth above shall apply in cases where re-inspection is deemed necessary by the City's Building Official/Code Enforcement Officer.

- (c) Nonprofit organization as defined by this SECTION are required to submit an application for a permit, and upon submission of supporting documentation of nonprofit status, the organization will be issued a permit, but all fees associated with this permit shall be waived.

#### **111.09 REFUNDS/PRORATION.**

Permit fees are not refundable and shall not be prorated.

#### **111.10 SUSPENSION.**

The City may suspend any permit to operate a food establishment, temporary food establishment, and/or mobile food unit, if the permit holder does not comply with the requirements of this chapter and the violation creates an immediate threat to the health and safety of the public. Suspension is effective upon written notice, and service operations shall immediately cease. Whenever a permit is suspended, the City shall notify the permit holder or the person in charge of the food establishment in writing of the reason(s) for which the permit is suspended and inform them of the opportunity for a hearing before the City Manager. If the permit holder requests a hearing, they shall file their written request for a hearing with the City Secretary within ten (10) days following service of such notice of suspension. If a request for hearing is filed, a hearing shall be scheduled within ten (10) days of the City's receipt of such request. If no request for hearing is filed within the ten-day period, the suspension of the permit is sustained. The City's Building Official may end the suspension at any time if reasons for suspension no longer exist.

#### **111.11 REVOCATION.**

The City may revoke a permit for serious or repeated violation(s) of any of the requirements of this chapter or for interference with the Building Official/Code Enforcement Officer in the performance of his/her duties. Prior to revocation, the City shall notify the permit holder or the person in charge of the food establishment in writing of the reason(s) for which the permit is subject to revocation and inform them of the opportunity for a hearing before the City Manager. If the permit holder requests a hearing, they shall file their written request for a hearing with the City Secretary within ten (10) days

following service of such notice of revocation. If a request for hearing is filed, a hearing shall be scheduled within thirty (30) days of the City's receipt of such request. If no request for hearing is filed within the ten-day period, the revocation of the permit becomes final.

#### **111.12 SERVICE OF NOTICE.**

A notice provided for in this SECTION is properly served when it is delivered to the permit holder or the person in charge of the establishment or when it is sent by registered or certified mail, return receipt requested, to the last known address of the permit holder or when it is delivered by the City in person to the last known address of the permit holder.

#### **111.13 HEARINGS.**

The hearings provided for in this SECTION shall be conducted by the City Manager. Based upon the recorded evidence of such hearing, the City Manager shall make a final finding and shall sustain, modify or rescind any notice or order considered in the hearing. A written report of the hearing decision shall be furnished to the permit holder, and a copy shall be filed with the City Secretary.

#### **111.14 APPEALS.**

Any person aggrieved by a decision of the City Manager made under this SECTION may appeal such decision to the City Council by filing written notice of such appeal with the City Secretary within ten (10) days of the date of the City Manager's written report/decision. The City Council shall conduct a hearing de novo and its decision shall be final and binding.

#### **111.15 APPLICATION FOR A NEW PERMIT AFTER REVOCATION.**

The permit holder that has been revoked must wait one hundred eighty (180) days after the final date of the revocation decision before making written application for a new permit.

### **SECTION III. - INSPECTIONS**

#### **111.16 FREQUENCY.**

Inspections shall be performed as often as necessary to enforce this chapter.

#### **111.17 ACCESS.**

The authorized agent of the regulatory authority, after proper identification, shall be permitted to enter any food

establishment, mobile food unit or establishment for which a permit has been issued at any reasonable time for the purpose of making inspections to determine compliance with this chapter. The employees/agents shall be permitted to examine the records of the establishment to obtain information pertaining to food and supplies purchased, received or used or to persons employed by the establishment.

#### **111.18 REPORTS.**

Whenever an inspection of a food establishment, mobile food unit or other establishment is made, the findings shall be recorded on the inspection report form. The inspection report form shall reference, by section number, the section violated and shall state the correction to be made. A copy of the inspection report form shall be furnished to the person in charge of the establishment at the conclusion of the inspection. The regulatory authority's inspection placard stating the rating received at the time of the most recent inspection of the establishment. The complete inspection report shall be readily available for review, upon request by any citizen of the City.

#### **111.19 CORRECTION OF VIOLATIONS.**

The inspection form shall specify a reasonable period of time to correct the violations and such violations must be corrected within the specified period; provided, however, that:

- (1) If an imminent health hazard exists the establishment, including a mobile food unit, shall immediately cease food service operations and operations shall not be resumed until authorized by the City; and
- (2) All violations at temporary food establishments shall result in cessation of temporary food service operations.

The establishment or mobile food unit shall not resume operations until such time as a re-inspection determines that the condition(s) responsible for the requirement to cease operations no longer exists. The City shall to re-inspect the establishment within a reasonable time.

#### **111.20 GREASE INTERCEPTORS.**

- (a) *Servicing of grease interceptors.* Food service establishments must service grease interceptors quarterly and in accordance with section 51.170-51.176. The regulatory authority may require that the food service establishment service the grease interceptors more frequently.

- (b) *Report of service.* Each establishment must provide the regulatory authority with a copy of the grease interceptors servicing manifest or invoice immediately after the grease interceptor has been serviced. The invoice shall contain the name and address of the food service establishment; the name and address of the licensed waste carrier; the name and address of the licensed disposal site; the signature of the operator of the establishment, the waste carrier and the disposal site; and the quantity and date of grease removal and disposal. This can be by mailing or faxing to the regulatory authority.

**§ 111.21 POWER FAILURE.**

- (a) *Power failure greater than thirty (30) minutes and less than four (4) hours.* If there is a power failure, mechanical failure, or other condition that results in an internal machine thermometer that cannot maintain food temperatures, and such condition continues for a length of time greater than thirty (30) minutes but less than four (4) hours, the following steps must be taken:
- (1) The food establishment must be closed during the power failure;
  - (2) A log must be kept of the time that the power failure initially occurred, the temperature of the food at that time, and the time and temperature of the TCS food at one (1) hour intervals until the power is restored;
  - (3) The regulatory authority must be notified immediately of the power failure greater than thirty (30) minutes; and
  - (4) The documentation must be provided to the regulatory authority immediately upon request.
- (b) *Power failure greater than four (4) hours.* (In addition to those above) If there is a power failure, mechanical failure, or other condition that results in an internal machine thermometer that cannot maintain food temperatures, and such condition continues for a length of time greater than four (4) hours, the following steps must be taken:
- (1) The food establishment must not re-open until an inspection has been conducted by the regulatory authority;
  - (2) The regulatory authority must be notified immediately of the power failure greater than four (4) hours;

**111.22 EXAMINATION, DETENTION AND DESTRUCTION OF FOOD.**

- (a) The regulatory authority may examine and collect samples of food as often as necessary for the enforcement of this SECTION.
- (b) The regulatory authority shall, upon written notice to the owner or person in charge specifying the reason, place any food under detention which it has probable cause to believe is adulterated, misbranded, or a hazard to public health. No food subject to a detention order shall be used, served or moved from the establishment. The regulatory authority shall allow storage of the detained food under conditions specified in the detention order, unless storage is not possible without risk to the public health, in which case immediate destruction shall be ordered and accomplished. The detention order shall state that a request for hearing may be filed within ten (10) days and that if no hearing is requested the food shall be destroyed. A hearing shall be held if so requested and, on the basis of evidence produced at the hearing, the detention order may be vacated or the person in charge of the food may be directed by written order to destroy such food or to bring it into compliance with the provisions of this SECTION.
- (c) Time temperature control for safety foods (TCS). Immediate destruction of TCS food shall be ordered and accomplished if:
- (1) The TCS food is in a container or package that does not bear a date or day, and is not properly labeled to show evidence that the TCS food is less than seven (7) days old; or
  - (2) The TCS food is at a temperature of greater than five (5) degrees Celsius (forty-one (41) degrees Fahrenheit) and less than a temperature of fifty-seven (57) degrees Celsius (one hundred thirty-five (135) degrees Fahrenheit); or
  - (3) When using time as a public health control, the TCS food exceeds the time that is four (4) hours past the point in time when the food is removed from temperature control.

#### SECTION IV. CONVERSION OF OWNERSHIP

##### 111.23 CHANGE OF OWNERSHIP OF FOOD ESTABLISHMENT.



- (a) When an existing food establishment is purchased and the purchase does not include the property or the structure, but includes the rental or lease of space and equipment, the City requires that the person who operates the food establishment obtain a valid food establishment's permit. The person who applies for the food establishment's permit is considered, legally, to be the owner.
- (b) The person who is registered on the food establishment's permit is the responsible party for the property, premises, structure and complete operating services. The operator of the food establishment is the ultimate responsible party, and the conditions under which the food establishment was leased or rented does not release the operator from the requirements of this SECTION.
- (c) A new owner may continue to operate a food establishment without interruption from the City when the establishment is in complete compliance with this chapter. Total compliance is the basis for issuing the food establishment's permit, which must be obtained prior to opening the establishment for business. An inspection of the premises and operations can demonstrate the extent to which the food establishment is in compliance. Upon normal conditions, depending on the condition of the food establishment, many violations can be corrected within such a short period of time that an interruption of food services is unnecessary and not required.
- (d) Depending on the wear and tear (depreciation) on the establishment, the building and equipment may already be close to compliance, and it is the responsibility of the new owner to schedule an inspection from the City to determine what is required to meet current codes.

## SECTION V. - MOBILE FOOD UNITS

### 111.24 GENERAL PROVISIONS.

In addition to other requirements set forth in this chapter and applicable state law, a mobile food unit shall be subject to and shall comply with the provisions set forth in this SECTION. The City's health official and/or code enforcement officer, may impose additional requirements to protect against health hazards related to the conduct of the food service establishment as a mobile operation and may prohibit the sale of some or all potentially hazardous foods.

- Mobile food unit regulations.

The following additional regulations shall apply to mobile food units:

- (1) Plan submission- Plans must be submitted to the code enforcement department at the time of permit application prior to operation of a mobile food unit. Plans shall show the signage, layout, arrangement of equipment, and construction material of the inside of the mobile food unit including food preparation, storage and service window areas.
- (2) All of the provisions of this chapter shall apply to a mobile food vendor but a mobile food vendor may only be operated in the public streets and on the public beaches of the City and not in or on public alleys, sidewalks, parking lots, grounds or buildings without a permit therefor. Provided, however, any mobile food vendor may only stop, stand or park on a public beach adjacent to the Gulf of Mexico in the daytime and then only at a location that is landward from the waters of the Gulf of Mexico a sufficient distance to allow two passenger cars or light trucks traveling in opposite directions on such beach to safely pass each other between such location and the waters of the Gulf of Mexico; and must be removed from such beach before nighttime. Provided further, any mobile food vendor operating on a public street not a part of such a beach may not park on such street and may stop or stand on such street during the daytime for 15 minutes at the same location or within 100 feet of such location.
- (3) **MOBILE VENDING UNIT REQUIREMENTS (PARKED AT A PERMANENT LOCATION)**  
Areas that are approved for mobile vending units to be parked at a permanent location are allowed in Zones C2, C3, or M1
  1. Brazosport Blvd-north Gulf Blvd
  2. Gulf Blvd-both North and South
  3. Highway 332 EAST
  4. Navigation Blvd/Pine Street/FM 1495
  5. Bryan Beach Road (Any Zone)
  6. Quintana Road (Beach Access Road) (Any Zone)
  7. Bryan Beach (Any Zone)
- (4) Fixed location- A mobile food unit or a temporary food service establishment operating from a fixed location shall obtain written permission from the property owner to operate on the property owner's premises. A copy of such letter must be

provided to the City with the permit application. The operator of a fixed location mobile food unit shall notify the code enforcement department each time the mobile food unit changes location of operation no later than twenty-four (24) hours after the change has taken place and provide written permission to operate at such location. They must also have a signed agreement to use a restroom within 500 feet of the location. A copy of such letter must be provided to the City with the permit application.

(5) Identification of mobile food units.- Every mobile food unit must be readily identifiable by the business name which must be printed, permanently affixed and prominently displayed upon at least one (1) side of such units in letters not less than three (3) inches in height.

Additionally, the following identification requirements are for mobile food units used for the purpose of selling or dispensing frozen desserts, prepackaged food and beverages from a moving truck:

a. A sign clearly visible from both the front and the rear, mounted on the top of the truck, must bear the warning sign "CAUTION - CHILDREN". The lettering for such sign shall be in block style letters and not less than six (6) inches in height and one-half ( $\frac{1}{2}$ ) inch wide, and letters shall be black against a yellow background.

b. Flasher-type warning lights displaying yellow to the front and red to the rear and which operate continuously while the truck is stopped for the purpose of making a sale shall be installed at each end of the "CAUTION - CHILDREN" sign.

(6) *Sanitation requirements.* The following additional sanitation requirements shall apply:

a. Any accident involving a mobile food unit shall be reported in writing, to the code enforcement department within twenty-four (24) hours from the time the accident occurred, and before operation of mobile food unit resumes if such accident results in damage to the water system, waste retention tank, food service equipment, or any facility which may result in the contamination of the food being carried. Such report shall be made by the holder of the mobile food unit permit.

b. In the event that the permit issued under this chapter to any food establishment that has agreed to be a central preparation facility for a mobile food unit has been revoked, suspended, or without timely renewal, the permit

for the same mobile food unit shall be automatically suspended until and unless the permit for the food establishment is restored to valid status.

**Temporary food service establishment.**

- (a) All TCS food shall be prepared in a licensed food establishment or on the temporary food service establishment's premises. No TCS food or beverages stored or prepared in a private home may be offered for sale, sold or given away from a temporary food facility.
  
- (b) Non-TCS food, such as baked items, prepared in a kitchen in a private home may be sold at a function, such as a religious or charitable organization bake sale.

**Mobile food establishments.**

- (a) Mobile food service establishments that serve TCS foods shall operate from a central preparation facility, commissary, or other fixed food service establishment that is permitted and regularly inspected by the regulatory authority.
- (b) Central preparation facility authorization. A signed letter of authorization is required, to verify facility use, if the central preparation facility is not owned by the mobile unit operator.
- (c) Central preparation facility inspection report. A copy of the most current health inspection of the central preparation facility must be maintained on the mobile unit at all times.
- (d) Central preparation facility.
  - (1) *Protection.*
    - a. A mobile food unit servicing area shall include at least overhead protection for any supplying, cleaning, or servicing operations. Those areas used only for the loading of water and/or the discharge of sewage and other liquid waste, through the use of a closed system of hoses, need not be provided with overhead protection.
    - b. Within the servicing area, the location provided for the flushing and drainage of liquid wastes shall be separate from the location provided for potable water servicing and for the loading and unloading of food and related supplies.
    - c. A servicing area will not be required where only packaged food is placed on the mobile food unit or

where mobile food units do not contain waste retention tanks.

- d. The surface of the servicing area shall be constructed of a smooth nonabsorbent material, such as concrete or machine-laid asphalt and shall be maintained in good repair, kept clean, and be graded to drain.
  - e. Potable water servicing equipment shall be installed in the servicing area according to the Plumbing Code and shall be stored and handled in a way that protects the water and equipment from contamination.
  - f. In the event that there is no approved Central preparation facility is available in Brazoria County, the Building Official or his designee may allow a mobile food unit an alternative way to obtain potable water, discharge waste water, and clean the outside of unit.
- 
- (e) Pushcarts shall be limited to pre-packaged ice cream or pre-packaged non-TCS food as approved by the regulatory authority. Pushcarts must have a central preparation facility to receive supplies and for cleaning the cart.
  - (f) Food prepared in a private home may not be used or offered for human consumption from a mobile food service establishment.
  - (g) Mobile food service establishments must comply with all state and local laws pertaining to vehicle registration.
  - (h) Mobile food service establishments must have a certified food manager on site when preparing or selling food.

Second, any person violating the Code of Ordinances of the City, as amended by this ordinance, shall be guilty of a misdemeanor and upon conviction therefor assessed a fine as prescribed in Section 1-5 of said Code; and each day such violation occurs each day any such violation continues shall constitute a separate offense.

Third, nothing contained in this ordinance shall cause any

rights heretofore vested to be altered, affected or impaired in any way and all such rights may be hereafter enforced as if this ordinance had not been adopted.

Fourth, this ordinance is cumulative of and in addition to all other ordinances of the City on the same subject and all such ordinances are hereby expressly saved from repeal. Provided however, where this ordinance and another ordinance conflict, the provisions of this ordinance shall prevail.

Fifth, no offense committed and no fine, forfeiture or penalty incurred prior to the effective date of this ordinance is to be affected by the adoption of this ordinance but the punishment for any offense committed and the recovery of any fines or forfeitures incurred prior to such date shall take place as if this ordinance had not been adopted.

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

Seventh, this ordinance shall take effect and be in force from and after the descriptive caption of this ordinance has been

published twice in the Facts.

READ, PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_,  
2019.

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

ATTEST:

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

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
Wallace Shaw, City Attorney,  
City of Freeport, Texas

C:\Freeport.Ord\FoodServOrd-Amn3



## City Council Agenda Item #6

**Title:** Consideration of Resolution amending the rental rates for city venues: River Place, Dow Heritage House (commonly known as Pixie House) & Velasco Community House

**Date:** May 13, 2019

**From:** Kim Townsend, Parks Director

---

**Staff Recommendation:** Adoption of the resolution to amend the rates for rental of City Venues which includes River Place, Pixie House and Velasco Community House.

**Item Summary:**

The rates and fees charged for various services throughout City Operations should be established and set by City Council. Currently the city rents the above listed venues for use by the public, by both individuals and by organizations. Staff has reviewed the rates structures for each of the venues and is recommending certain changes to the rates that are intended to accomplish several things.

1. Increase rentals of the venues during times which are traditionally less frequently utilized.
2. Set rates and policy for renting to for non-profits including the ISD
3. Set rates and policy for renting venues to City employees and officials
4. Provide for rate structure that provides preference for rental of facilities by City residents.

A summary list of the rate proposed changes is attached to the resolution.

**Background Information:**

The base rates being charged for the venues is proposed to increase by \$100 for River Place and Pixie House, and \$50 for Velasco Community House.

Freeport residents and property owners will be offered \$100 discount at River Place and Pixie House, and \$50 discount at Velasco Community House.

There is a new rental deposit/down payment required at the time the rental is made that will be applied to the full rental price. The full rental price must be paid at least



30 days prior to the event along with a fully refundable \$500 cleaning and damage deposit.

Discounts are being offered to local non-profit organizations and the Brazosport ISD as well as City of Freeport employees and officials.

- Brazosport ISD is being allocated up to 4 free rentals at any of the venues per year for school sanction events – 1 on the weekend up to 3 during the week. (free rentals at the discretion of the Superintendent)
- Local non-profits will be allocated up to two 50% discounted rentals per year at either River Place or Pixies - 1 on the weekend, and 1 during the week.
- City employees and officials may reserve and utilize each of the facilities once per year for free during the week or at half price on the weekend.

**Financial Impact:** It is the intent of this change to increase weekday rentals and therefore increase overall revenue. Currently nearly every weekend is booked at most venues very far in advance.

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

**Supporting Documentation:** Resolution and summary list of rates.

## Summary of City Venues Rates and Charges, Discount Policy, and Deposit and Refund Requirements

### River Place

- \$1,600 Rental price for Friday, Saturday or Sunday
- \$ 800 Rental price for Monday - Thursday
- \$ 300 Down Payment – Made at time of reservation and will be forfeited, if cancelled within 90 days of event.
- Total Rental Payment and Damage deposit due 30 days prior to the event.
- \$ 500 Cleaning & Damage Deposit Refundable following event upon satisfactory inspection of facility.
- \$ 100 Discount allowed for Freeport Residence providing they have a Water Bill or Voters Registration and valid picture ID or DL, both with the same address and contract signed by the same individual.
- Alcohol / Police Policy remains the same.
- If customer cancels within 30 days of the event, and the parks department cannot rent the venue to someone else, the customer will forfeit ½ the cost of rental.

### Dow Heritage House (Pixie House)

- \$1,250 Rental price for both floors Friday, Saturday and Sunday
- \$ 750 Rental price for 1 floor Friday, Saturday and Sunday
- \$ 650 Rental price for both floors Monday - Thursday
- \$ 400 Rental price for 1 floor Monday - Thursday
- \$ 300 Down Payment – Made at time of reservation and will be forfeited, if cancelled within 90 days of event.
- Total Rental Payment and Damage deposit due 30 days prior to the event.
- \$ 500 Cleaning & Damage Deposit Refundable following event upon satisfactory inspection of facility.
- \$ 100 Discount allowed for Freeport Residence providing they have a Water Bill or Voters Registration and valid picture ID or DL, both with the same address and contract signed by the same individual.

Alcohol / Police Policy remains the same.

If customer cancels within 30 days of the event, and the parks department cannot rent the venue to someone else, the customer will forfeit ½ the cost of rental.

**Velasco Community House**

\$ 250 Friday, Saturday or Sunday rentals

Monday thru Thursday rentals:

\$ 100 8am-3pm

\$ 125 5pm-1am

\$ 150 8am-1am

\$50 Discount allowed for Freeport Residence providing they have a Water Bill or Voters Registration and valid picture ID or DL, both with the same address and contract signed by the same individual.

**\*\* Any damages will be charged back "dollar for dollar", for any repairs.**

**DISCOUNTS:**

**Brazosport ISD** will be allotted up to 4 free rentals of the city venues per calendar year at the discretion of the ISD Superintendent as follows:

1 on Friday or Saturday

3 on weekdays (Sunday thru Thursday)

**Local Non-Profit organizations:** may be allotted up to two 50% discounted rentals per Calendar Year one on a weekend and one on a weekday at the following rates:

Each calendar year, **City Employees and Officials** may receive up to 1 free rental of any of the venues Monday- Thursday or one 50% discounted rental on any weekend of any of the venues

**Deposits are required for all rentals.**

RESOLUTION NO. 2019-2578

A RESOLUTION OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; MAKING FINDINGS OF FACT; MAKING AMENDMENTS THEREIN SPECIFIED TO THE POLICY OF THE CITY FOR RENTAL OF THE VARIOUS VENUES OWNED BY THE CITY WHICH ARE AVAILABLE FOR RENT INCLUDING INCREASING THE AMOUNT OF RENTAL TO BE CHARGED AND THE AMOUNT OF DEPOSIT TO BE REQUIRED AND SPECIFIED OTHER TERMS AND CONDITIONS OF SUCH RENTAL; CONTAINING A SEVERANCE CLAUSE; PROVIDING THAT THIS RESOLUTION SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION; PROVIDING THAT THE ORIGINAL OF THIS RESOLUTION SHALL BE MAINTAINED BY THE CITY SECRETARY IN THE PERMANENT RECORDS OF SAID CITY AND COPIES DELIVERED TO THE PERSONS OR DEPARTMENTS IN CHARGE OF RENTING SUCH VENUES.

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

WHEREAS, the Local Government Code and the Home Rule Charter of the City authorize the City Council thereof to adopt the provisions of this Resolution; and,

WHEREAS, the City Council of the City of Freeport finds it in the best interest of the citizens of Freeport that this resolution be adopted.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Freeport, Texas:

First, that the City Council of the City approves the following policy for the rental of the various venues owned by the City which are available for rent by the general public:

	<u>River Place</u>
\$1,600	Rental price for Friday, Saturday or Sunday
\$ 800	Rental price for Monday - Thursday
\$ 300	Down Payment - Made at time of reservation and will be forfeited, if cancelled within 90 days of event. Total Rental Payment and Damage deposit due 30 days prior to the event.
\$ 500	Cleaning & Damage Deposit Refundable following event upon satisfactory inspection of facility.
\$ 100	Discount allowed for Freeport Residence providing they have a Water Bill or Voters Registration <u>and</u> valid picture ID or DL, both with the same address and contract signed by the same individual. Alcohol / Police Policy remains the same.

If customer cancels within 30 days of the event, and the parks department cannot rent the venue to someone else, the customer will forfeit ½ the cost of rental.

Dow Heritage House (Pixie House)

\$1,250	Rental price for both floors Friday, Saturday and Sunday
\$ 750	Rental price for 1 floor Friday, Saturday and Sunday
\$ 650	Rental price for both floors Monday - Thursday
\$ 400	Rental price for 1 floor Monday - Thursday
\$ 300	Down Payment - Made at time of reservation and will be forfeited, if cancelled within 90 days of event. Total Rental Payment and Damage deposit due 30 days prior to the event.
\$ 500	Cleaning & Damage Deposit Refundable following event upon satisfactory inspection of facility.
\$ 100	Discount allowed for Freeport Residence providing they have a Water Bill or Voters Registration <u>and</u> valid picture ID or DL, both with the same address and contract signed by the same individual.

Alcohol / Police Policy remains the same.

If customer cancels within 30 days of the event, and the parks department cannot rent the venue to someone else, the customer will forfeit ½ the cost of rental.

Velasco Community House

\$ 250	Friday, Saturday or Sunday rental
	Monday thru Thursday will rental:
\$ 100	8am-3pm
\$ 125	5pm-1am
\$ 150	8am-1am

\$50 Discount allowed for Freeport Residence providing they have a Water Bill or Voters Registration and valid picture ID or DL, both with the same address and contract signed by the same individual.

\*\* Any damages will be charged back "dollar for dollar", for any repairs.

DISCOUNTS:

Brazosport ISD will be allotted up to 4 free rentals of the city venues per calendar year at the discretion of the ISD Superintendent as follows:

- 1 on Friday or Saturday
- 3 on weekdays (Sunday thru Thursday)

Local Non-Profit organizations: may be allotted up to two 50% discounted rentals per Calendar Year one on a weekend and one on a weekday at the following rates:

Each calendar year, City Employees and Officials may receive up to 1 free rental of any of the venues Monday- Thursday or one 50% discounted rental on any weekend of any of the venues

Deposits are required for all rentals.

Second, in the event any section or provision of this resolution 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 resolution and such remaining sections and provisions shall remain in full force and effect.

Third, this resolution shall take effect and be in force from and after its passage and adoption.

Fourth, the original of this resolution, after execution and attestation, shall be maintained by the City Secretary in the permanent records of the City and copies of this resolution shall be delivered to the person or persons in charge of renting the department of the City in charge of renting each venue specified above.

READ, PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Troy T. Brimage, Mayor  
City of Freeport, Texas

ATTEST:

\_\_\_\_\_  
Laura Tolar, Assistant City Secretary,  
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
Wallace Shaw, City Attorney,  
City of Freeport, Texas

C:Freeport.Resolution Increasing Rental Amounts for City Owned Venues



## City Council Agenda Item #7

**Title:** Request for Qualifications for Engineering services for CDBG – Disaster Recovery to be awarded to John D. Mercer & Associates.

**Date:** May 13, 2019

**From:** Christopher D. Motley, Fire Chief

---

**Staff Recommendation:** Staff requests authorization to award John D. Mercer & Associates for RFQ services for Community Block Grant program for disaster recovery.

**Item Summary:** The City of Freeport received an award letter for a Community Development Block Grant – Disaster Recovery (CDBG-DR funds from Hurricane Harvey distributed by Houston Galveston Area Council (HGAC) for local infrastructure. The awarded amount of \$193,271.00 is allotted for local infrastructure activities to address economic revitalization or infrastructure activities that contribute to long term recovery and restoration of housing. The City of Freeport posted an RFQ with a submission deadline on April 23, 2019. The City of Freeport emailed copies of the RFQ to at least four administrative/professional services in the State of Texas including minority business Enterprises, Small Business, and Woman Business Enterprise. The RFQ proposal responses received was one. At the time of submission deadline. The RFQ was reviewed and evaluated a rating system of peer review by one elected official and three city of Freeport employees. It is recommend based on services provided, work experience within Brazoria County.

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

**Special Considerations:** None

**Financial Impact:** Each CDBG grant has a portion of the funding eligible to address the engineering cost. This CDBG-DR grant is eligible for fifteen percent of the construction project cost.

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

**Supporting Documentation:** None

## ENGINEERING SERVICES PART I - AGREEMENT

THIS AGREEMENT, effective on the date of selection by the Freeport City Council, made on the \_\_\_\_ DAY OF \_\_\_\_\_, 2019 by and between the CITY OF FREEPORT hereinafter called the "Client" and JOHN D. MERCER & ASSOCIATES hereinafter called "Firm," procured in conformance with Texas Government Code 2254 and 2 C.F.R. Part 200.

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

The parties mutually agree as follows:

1. Scope of Services - The Firm will perform the services set out in Part II, Scope of Work.
2. Time of Performance - Services shall commence no earlier than upon execution of this agreement. In any event, Firm shall use reasonable efforts to perform all services required and performed hereunder by the project's administrative closure date, as defined by GLO.
3. Local Program Liaison - For purposes of this Agreement, the City Manager or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Compensation and Method of Payment - Payment to the Firm shall be based on satisfactory completion of identified milestones or as otherwise presented in Part IV - Payment Schedule of this Agreement.
5. Indemnification - The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
6. Miscellaneous Provisions
  - a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.
  - b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
  - c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
  - d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
  - e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.
7. Extent of Agreement - This Agreement, which includes Parts I-VI, represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City and the Firm.




IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: \_\_\_\_\_  
(Local City Official)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

BY:   
\_\_\_\_\_  
(Firm Authorized Representative)

John D. Mercer, PE  
Authorized Representative

**ENGINEERING SERVICES  
PART II- PAYMENT SCHEDULE**

**PRE-AWARD SERVICES:**

Client shall reimburse the Firm for Pre-Award Services on an hourly basis in accordance with the "PART V – SCHEDULE OF HOURLY RATES". Invoices will be presented to Client for payment monthly that reflect the charges for the preceding billing period.

The total of all Pre-Award Engineering charges will not exceed \$3,000.00 without prior written approval from Client.

**POST-AWARD SERVICES:**

Upon the Client receiving approval from GLO for proceeding with funding for one or more projects of construction for which the Post-Award engineering related services are to be performed as governed by this agreement, Firm shall prepare an Amendment to this agreement for approval by the Client for each of the one or more separate projects to establish a reimbursement method and amount for the engineering services provided hereunder.

## ENGINEERING SERVICES PART III TERMS AND CONDITIONS

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the City, be turned over to the City / County and become the property of the City / County. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.  
  
Notwithstanding the above, the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Firm, and the City may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.
2. Termination for Convenience of the City.  
City may at any time and for any reason terminate Contractor's services and work at City's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.  
  
Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.]
3. Changes. The City may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG-DR program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.
5. Personnel.
  - a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

- b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
  - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
6. Assignability. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; Provided, however, that claims for money by the Firm from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
7. Reports and Information. The Firm, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
8. Records and Audits. The Firm shall insure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.
9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.
11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
12. Conflicts of Interest.
- a. Governing Body. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of CDBG-DR award between GLO and the City / County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
  - b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG-DR award between GLO and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
  - c. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the CDBG-DR award between GLO and the City or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG-DR award between GLO and the City or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

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

Federal Compliance.

14. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000).  
During the performance of this contract, the Firm agrees as follows:
- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
  - d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.
15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000) The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.
- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
  - b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
  - c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

- apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
  - e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.
  - f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
  - g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
21. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.
    - a. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
    - b. Affirmative steps must include:
      - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
      - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
      - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
      - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
      - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
      - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
  22. Reporting Requirements - The Contractor shall comply with the requirements and regulations pertaining to reporting (24 CFR 85.36 (i) (7)).
  23. Patent Rights - The Firm shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (24 CFR 85.36 (i) (8) and 2 CFR 200 Appendix II (f), Rights to Inventions).
  24. Copyrights and Rights in Data - The Contractor shall comply with the requirements and regulations pertaining to copyrights and rights in data. (24 CFR 85.36 (i) (9)).
  25. Energy Efficiency - The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871). (24 CFR 85.36 (i) (13)).

26. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office, and the City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the CDBG-DR award, in order to make audits, examinations, excerpts, and transcripts, and to close out the City's CDBG-DR contract with GLO.
27. Retention of Records - The Firm shall retain all required records for three years after the City makes its final payment and all pending matters are closed.
28. Verification No Boycott Israel. As required by Chapter 2270, Government Code, the Firm hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
29. Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, the Firm represents and certifies that, at the time of execution of this Agreement neither the Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.



**ENGINEERING SERVICES  
PART IV - SCOPE OF WORK**



**TEXAS GENERAL LAND OFFICE  
ENGINEERING  
SCOPE OF WORK**

SCOPE OF SERVICES REQUESTED  
DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS  
ENGINEERING SERVICES

## **SCOPE OF SERVICES**

The Firm will help the Client and GLO fulfill State and Federal Community Development Block Grant Disaster Recovery ("CDBG-DR") statutory responsibilities related to disaster recovery for presidentially declared disasters in Texas. Firms will assist in the completion of CDBG qualified non-housing projects. Firm is qualified to provide Engineering services for non-housing projects. Engineering services shall be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO. Firm will be bound to specific terms and conditions found in the sample general terms and conditions.

## **DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS**

Firm has the ability to provide all the Engineering services described below.

### **PRE-AWARD SERVICES**

- a. Assist with the development of a grant application.
- b. Prepare Project Budget.
- c. Prepare Project Map.
- d. Provide all project information necessary to ensure timely execution of the environmental review.

### **POST-AWARD SERVICES**

#### **General Requirements**

- a. Coordinate, as necessary, between subrecipient and its service providers (i.e., Engineer, Environmental, Contracted Construction Company, Grant Administrator, etc.) and GLO regarding project design services.
- b. Provide monthly project status updates.
- c. Funding release will be based on deliverables identified in the contract.

#### **Initial Engineering and Design Support**

Firm will provide all the Engineering services described below:

- a. Provide preliminary engineering, investigations, and drawings sufficient to achieve the preliminary design milestone, including at a minimum:
  - i. Cross sections/elevations
  - ii. Project layout/staging areas
  - iii. General notes
  - iv. Special notes
  - v. Design details
  - vi. Specifications
  - vii. Utility relocation designs
  - viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
  - ix. Required permits
  - x. Quantities
  - xi. Estimate of construction costs to within +/- 25%
  - xii. Schedules for design, permitting, acquisition and construction
- b. Design surveying, topographic and utility mapping as necessary.
- c. Perform subsurface explorations for project sites, as necessary.
- d. Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts.

- e. Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the subrecipient.
- f. Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
- g. Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary.
- h. Prepare plans and profiles, including vertical design information for the selected alternative.
- i. Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design.
- j. Support subrecipient with acquisition or property/servitudes/right-of-way documentation as required by the City to facilitate the project, preparing right of way surveys and/or property boundary maps and legal descriptions of parcels to be acquired.
- k. Provide project schedules from cradle to grave in MS Project format or equal as approved by the subrecipient based on GLO guidance.

### **Engineering and Final Design Support**

Firm will provide all the Engineering services described below as they relate to final design support:

- a. Prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Examples include, but are not limited to:
  - i. Cross sections/elevations
  - ii. Project layout/staging areas
  - iii. General notes
  - iv. Special notes
  - v. Design details
  - vi. Specifications
  - vii. Utility relocation designs
  - viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
  - ix. Required permits
  - x. Quantities
  - xi. Estimate of construction costs to within +/- 20%
  - xii. Schedules for design, permitting, acquisition and construction
- b. Provide information to appropriate individuals for the development of environmental fund release reports and floodplain maps.
- c. Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
- d. Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic copies to the subrecipient, upon design completion, and as requested during design. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or files associated with the completed design documents.
- e. Assist the subrecipient and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations.

### **Bid and Award Support**

Firm will provide all the Engineering services described below as they relate to bid and award support.

- a. Submit appropriate items and support subrecipient in the development of complete bid package.
- b. Prepare and assist subrecipient in the advertisements for bid solicitation.
- c. Support development and issuance of bid-related documents necessary to complete bid process (e.g., bid proposal form, bid addenda and supporting documentation).

- d. Attend and support subrecipient at pre-bid conference and bid opening.
- e. Support subrecipient with ongoing communication during bid process.
- f. Support subrecipient to complete bid tabulation and evaluation of responses and provide recommendation for award.
- g. Support subrecipient to negotiate and finalize contract documents, including issuance of the Notice to Proceed, in accordance with program and subrecipient requirements.
- h. Support subrecipient in the conducting of a preconstruction conference.

### **Contract Management and Construction Oversight**

Firm will provide all the Engineering services described below as they relate to contract management and construction oversight.

- a. Ensure delivery of subrecipient project in accordance with contract.
- b. Provide ongoing Construction Oversight Reports detailing the status of construction for subrecipient project.
- c. Review all service provider submittals to ensure compliance with construction contract documents and provide recommendations to subrecipient.
- d. Provide periodic and final inspections and tests reports, as required for the project.
- e. Provide on-site supervision and oversight of construction activities at a minimum on a bi-weekly basis or as directed by the GLO or subrecipient.
- f. Review Construction Change Orders and provide recommendation to subrecipient as to appropriate action.
- g. Review invoice/draw requests and provide recommendation to subrecipient as to appropriate action, in compliance with the construction contract documents.
- h. Obtain independent cost estimates for validation purposes, as required.
- i. Review and respond to requests for information/clarification.
- j. Support subrecipient with issue identification and claims resolutions.

Enter all requisite information into the GLO system of record in accordance with established policies and procedures.

- a. Develop a final "as built" report of quantities, drawings, and specifications.
- b. Issue to the subrecipient, for execution, a Certificate of Construction Completion within 30 days of final inspection approval.
- c. Deliver "as-built" drawings to the subrecipient within 30 days of project completion.
- d. Host and/or attend project coordination meetings in person, by phone, or by video conference, which may or may not fall during normal business hours.
- e. Perform other contract management and construction oversight duties as required to ensure success of the subrecipient project.
- f. Provide necessary certifications to regulatory agencies of project completion and compliance (ex. TCEQ).
- g. Submit all final invoices within 60 days after contract or work order expiration.

### **Specialized Services**

Firm will provide all the Engineering services described below as they relate to specialized services.

- a. Provide Geotechnical Investigations as may be required for a project.
- b. Provide Detailed Surveying as may be required for a project.
- c. Provide Site Specific Testing as may be required for a project.
- d. Provide Archeological Studies as may be required for a project.
- e. Provide Planning Studies as may be required for a project.
- f. Provide Feasibility Studies as may be required for a project.
- g. Provide Legal documentation for property and/or easements to be acquired (i.e., field notes, etc.).
- h. Provide Phase I and Phase II environmental site assessments as requested.

**POST-AWARD ENGINEERING SERVICES  
PART V - PROJECT TIME SCHEDULE**

Receipt of Notice to Proceed with Post-award services following Grant Award

Complete Preliminary Design	60 Calendar Days
Complete Final Design	60 Calendar Days
TCEQ Approval	60 Calendar Days
Advertise, Bid and Award	45 Calendar Days
Construction	180 Calendar Days
Project Close-out	30 Calendar Days
Total	435 Calendar Days

**ENGINEERING SERVICES  
PART VI - SCHEDULE OF HOURLY CHARGES**

The per diem and miscellaneous expense charges for Engineering, Drafting, Surveying, and Planning Services are based on the following hourly or daily rates:

Engineering, Planning:

Associate Engineer, Planner V (PE5).....	\$190.00/hr.
Associate Engineer, Planner IV (PE4).....	\$165.00/hr.
Associate Engineer, Planner III (PE3).....	\$140.00/hr.
Associate Engineer, Planner II (PE2).....	\$125.00/hr.
Associate Engineer, Planner I (PE1).....	\$120.00/hr.
Engineer, Planner III (EIT3).....	\$115.00/hr.
Engineer, Planner II (EIT2).....	\$105.00/hr.
Engineer, Planner I (EIT1).....	\$90.00/hr.
Engineer Tech IV (ET4).....	\$110.00/hr.
Engineer Tech III (ET3).....	\$100.00/hr.
Engineer Tech II (ET2).....	\$85.00/hr.
Engineer Tech I (ET1).....	\$80.00/hr.
Construction Observer II.....	\$95.00/hr.
Construction Observer I.....	\$80.00/hr.
Administrative Assistant.....	\$60.00/hr.

Drafting, CADD:

CADD Operator III.....	\$75.00/hr.
CADD Operator II.....	\$70.00/hr.
CADD Operator I.....	\$60.00/hr.

Survey:

Professional Surveyor.....	\$190.00/hr.
Director of Survey Parties.....	\$165.00/hr.
GPS & Field Crew (1 man).....	\$139.00/hr.
GPS & Field Crew (2 man).....	\$216.00/hr.
GPS & Field Crew (3 man).....	\$233.00/hr.

Expenses:

- Transportation - current IRS mileage rate
- Reproduction work - prevailing commercial rates
- Subcontractors, Consultants, etc. - cost plus 20% handling
- All other expenses - cost plus 20% handling

Charges are due and payable within twenty (20) days after receipt of the invoice. Late payments may be charged an interest rate of 1.0% per month of the unpaid balance.



## City Council Agenda Item #8

**Title:** Discuss and consider approval and adoption of the Citizens Participation Plan as set forth by the Texas General Land Office (GLO) for the Community Development Block Grant Recovery (CDBG-DR) Program.

**Date:** May 13, 2019

**From:** Christopher D. Motley, Fire Chief

---

**Staff Recommendation:** Staff recommends the adoption of the Citizens Participation Plan as set forth by the Texas General Land Office (GLO) for the Community Development Block Grant Recovery (CDBG-DR) Program.

**Item Summary:** The City of Freeport received an award letter for a Community Development Block Grant – Disaster Recovery (CDBG-DR funds from Hurricane Harvey distributed by Houston Galveston Area Council (HGAC) for local infrastructure.

This policy adoption is required Texas General Land Office (GLO) for Citizen Participation Plan. This plan includes procedures for complaints, technical assistance, public outreach efforts, and public hearings for CDBG\_GR program

**Background Information:** This policy adoption is a part of the CDBG grant application.

**Special Considerations:** None

**Financial Impact:** None

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

**Supporting Documentation:** Citizen Participation Plan

THE CITY OF FREEPORT, TX  
CITIZEN PARTICIPATION PLAN  
TEXAS GENERAL LAND OFFICE (GLO) COMMUNITY DEVELOPMENT BLOCK  
GRANT DISASTER RECOVERY (CDBG-DR) PROGRAM

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas General Land Office Community Development Block Grant Disaster Recovery (CDBG-DR) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the CITY OF FREEPORT, TX, 200 W 2<sup>nd</sup> St, Freeport Texas, 77541-5773 or call (979) 233-8867 during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the CDBG-DR project(s).

1. A person who has a complaint or grievance about any services or activities with respect to the CDBG-DR project(s), whether it is a proposed, ongoing, or completed CDBG-DR project(s), may during regular business hours submit such complaint or grievance, in writing to City Manager, at 200 W 2<sup>nd</sup> St, Freeport, TX, 77541-5773 or call (979) 233-8867 during regular business hours.
2. A copy of the complaint or grievance shall be transmitted by the City Manager to the entity that is the subject of the complaint or grievance and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The City Manager shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the CDBG-DR program for their further review and comment.
6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.



## TECHNICAL ASSISTANCE

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of CDBG-DR funds. The City, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

## PUBLIC OUTREACH EFFORTS

The City shall provide for reasonable public notice, appraisal, examination and comment on the activities proposed for the use of CDBG-DR funds. These efforts shall include:

1. Provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which CDBG-DR funds are proposed to be used;
2. Ensure that citizens will be given reasonable and timely access to local meetings, information, and records relating to an entity's proposed and actual use of CDBG-DR funds;
3. Furnish citizens information, including but not limited to:
  - a) the amount of CDBG-DR funds expected to be made available
  - b) the range of activities that may be undertaken with the CDBG-DR funds
  - c) the estimated amount of the CDBG-DR funds proposed to be used for activities that will meet the national objective of benefit to low and moderate income persons
  - d) if applicable, the proposed CDBG-DR activities likely to result in displacement and the entity's anti-displacement and relocation plan
4. Provide citizens with reasonable advance notice of, and opportunity to comment on, proposed activities in an application to the state and, for grants already made, activities which are proposed to be added, deleted or substantially changed from the entity's application to the state. Substantially changed means changes made in terms of purpose, scope, location or beneficiaries as defined by criteria established by the state; and
5. These outreach efforts may be accomplished through one or more of the following methods:
  - a) Publication of notice in a local newspaper—a published newspaper article may be used so long as it provides sufficient information regarding program activities and relevant dates;
  - b) Notices prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups;
  - c) Posting of notice on the local entity website (if available);
  - d) Public Hearing; or
  - e) Individual notice to eligible cities and other entities as applicable using one or more of the following methods:
    - Certified mail
    - Electronic mail or fax
    - First-class (regular) mail
    - Personal delivery (e.g., at a Council of Governments [COG] meeting)

## PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by a CDBG-DR applicant or recipient, the following public hearing provisions shall be observed:

1. Furnish citizens information, including but not limited to:
  - (a) The amount of CDBG-DR funds available per application for Hurricane Harvey;
  - (b) The range of activities that may be undertaken with the CDBG-DR Hurricane Harvey funds;
  - (c) The estimated amount of the CDBG-DR Hurricane Harvey funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate-income persons; and
  - (d) The proposed CDBG-DR activities likely to result in displacement and the unit of general local government's antidisplacement and relocation plans required under 24 CFR 570.488.
2. Public notice of any hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice **MUST** include the **DATE**, **TIME**, **LOCATION** and **TOPICS** to be considered at the public hearing. A published newspaper article may also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and an applicant must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to each hearing.
4. When a considerable number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter will be present to accommodate the needs of the non-English speaking residents.
5. City may conduct a public hearing via webinar if they also follow the provisions above. If the webinar is used to conduct a public hearing, a physical location with associated reasonable accommodations must be made available for citizens to participate so as to ensure that those individuals without necessary technology are able to participate.
6. If applicable, the locality must retain documentation of the hearing notice(s), attendance lists, minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three years after the project is closed out. Such records must be made available to the public in accordance with Chapter 552, Government Code.

---

Troy Brimage, Mayor  
CITY OF FREEPORT, TX

---

Date

LA CIUDAD de FREEPORT, TX  
PLAN DE PARTICIPACIÓN DEL CIUDADANO  
TEXAS GENERAL LAND OFFICE (GLO) PROGRAMA DE RECUPERACIÓN DE  
DESASTRES (CDBG-DR) BLOQUE DE DESARROLLO COMUNITARIO

### PROCEDIMIENTOS DE QUEJAS

Estos procedimientos de queja cumplen con los requisitos del Programa de Recuperación de Desastres (CDBG-DR) y los Requisitos de Gobiernos Locales del Código de Regulaciones Federales (CFR §570.486). Los ciudadanos pueden obtener una copia de estos procedimientos en la CIUDAD de FREEPORT, TX, 200 W 2<sup>nd</sup> St, Freeport Texas, 77541-5773 o puede llamar a (979) 233-3526 durante las horas de negocio.

A continuación se presentan los procedimientos formales de quejas y quejas en relación con los servicios prestados en el marco del proyecto (s) CDBG-DR.

1. Una persona que tenga una queja o queja acerca de cualquier servicio o actividad con respecto al (los) proyecto (s) CDBG-DR, si se trata de un proyecto (s) CDBG-DR propuesto, en curso o terminado, presentar dicha queja o queja, por escrito al la CIUDAD de FREEPORT, TX, 200 W 2<sup>nd</sup> St, Freeport Texas, 77541-5773 o puede llamar a (979) 233-3526 durante las horas de negocio.
2. Una copia de la queja o queja será transmitida por el Administrador de la Ciudad a la entidad que es el sujeto de la queja o queja y al Abogado de la Ciudad dentro de los cinco (5) días hábiles después de la fecha de la queja o queja fue recibida .
3. El Administrador de la Ciudad completará una investigación de la queja, si es factible, y proporcionará una respuesta escrita a tiempo a la persona que hizo la queja o queja dentro de diez (10) días.
4. Si la investigación no puede completarse dentro de los diez (10) días hábiles por no. 3 anterior, la persona que hizo la queja o queja será notificada por escrito dentro de los quince (15) días cuando sea posible después de recibir la queja o queja original y detallará cuándo debe concluirse la investigación.
5. Si es necesario, la queja y una copia escrita de la investigación posterior serán enviadas al programa CDBG-DR para su revisión y comentario.
6. Si es apropiado, proporcione copias de los procedimientos de quejas y respuestas a las quejas en inglés y español, u otro idioma apropiado.

### ASISTENCIA TÉCNICA

Cuando se le solicite, la Ciudad proporcionará asistencia técnica a grupos que sean representativos de personas de ingreso bajo o moderado en el desarrollo de propuestas para el uso de fondos de CDBG-DR. La Ciudad, basado en las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, determinará el nivel y tipo de asistencia.

### ESFUERZOS PUBLICOS

La Ciudad proporcionará un aviso público razonable, evaluación, examen y comentario sobre las actividades propuestas para el uso de fondos de CDBG-DR. Estos esfuerzos incluirán:

1. Proveer y fomentar la participación ciudadana, en particular por personas de ingresos bajos y moderados que residen en áreas de tugurios o áreas deterioradas y áreas en las cuales se proponen utilizar fondos de CDBG-DR;
2. Asegurar que los ciudadanos tendrán acceso razonable y oportuno a las reuniones locales, información y registros relacionados con el uso propuesto y real de fondos de CDBG-DR por parte de la entidad;
3. Proporcionar información a los ciudadanos, incluyendo pero no limitado a:
  - a) la cantidad de fondos CDBG-DR que se espera estén disponibles
  - b) la gama de actividades que se pueden emprender con los fondos CDBG-DR
  - c) el monto estimado de los fondos CDBG-DR que se propone utilizar para actividades que cumplan el objetivo nacional de beneficio para personas de ingresos bajos y moderados
  - d) si procede, las actividades propuestas de CDBG-DR que puedan resultar en desplazamiento y el plan de desplazamiento y deslocalización de la entidad
4. Proporcionar a los ciudadanos un aviso anticipado razonable y la oportunidad de comentar sobre las actividades propuestas en una solicitud al estado y, para las subvenciones ya realizadas, actividades que se proponen agregar, eliminar o cambiar sustancialmente de la aplicación de la entidad al estado . Cambios sustanciales significa cambios hechos en términos de propósito, alcance, ubicación o beneficiarios según lo definido por los criterios establecidos por el estado; y
5. Estos esfuerzos de divulgación pueden lograrse a través de uno o más de los siguientes métodos:
  - a) Publicación de un aviso en un periódico local: se puede utilizar un artículo de periódico publicado siempre que proporcione información suficiente sobre las actividades del programa y las fechas pertinentes;
  - b) Avisos destacados en edificios públicos y distribuidos a las Autoridades Locales de Vivienda ya otros grupos comunitarios interesados;
  - c) Publicación de aviso en el sitio web de la entidad local (si está disponible);
  - d) Audiencia pública; o
  - e) Notificación individual a ciudades elegibles y otras entidades según sea aplicable usando uno o más de los siguientes métodos:
    - Correo certificado
    - Correo electrónico o fax
    - Correo de primera clase (normal)
    - Entrega personal (por ejemplo, en una reunión del Consejo de Gobiernos [COG])

## DISPOSICIONES PARA LA AUDIENCIA PÚBLICA

Para cada audiencia pública programada y conducida por un solicitante o receptor de CDBG-DR, se observarán las siguientes disposiciones de audiencia pública:

1. Proporcionar a los ciudadanos información, que incluye pero no se limita a:
  - a) La cantidad de fondos de CDBG-DR disponibles por solicitud para Huracán Harvey;
  - b) El rango de actividades que se pueden realizar con los fondos de la CDBG de Huracán Harvey;
  - c) El monto estimado de los fondos de CDBG-DR Huracán Harvey propuestos para ser utilizados en actividades que cumplirán el objetivo nacional de beneficiar a las personas de ingresos bajos y moderados; y
  - d) Las actividades propuestas de CDBG-DR que probablemente resulten en desplazamiento y la unidad de los planes generales de antidesubicación y reubicación del gobierno local requeridos bajo 24 CFR 570.488
2. El aviso público de cualquier audiencia debe ser publicado por lo menos setenta y dos (72) horas antes de la audiencia programada. El aviso público debe ser publicado en un periódico local. Cada aviso público DEBE incluir la FECHA, TIEMPO, LOCALIZACIÓN y TEMAS a ser considerados en la audiencia pública. Un artículo de periódico publicado también puede usarse para cumplir este requisito, siempre y cuando cumpla con todos los requisitos de contenido y tiempo. Los avisos también deben ser destacados en los edificios públicos y distribuidos a las Autoridades Locales de Vivienda ya otros grupos comunitarios interesados.
3. Cada audiencia pública se celebrará en un momento y lugar conveniente para los beneficiarios potenciales o reales e incluirá alojamiento para personas con discapacidades. Las personas con discapacidades deben ser capaces de asistir a las audiencias y el solicitante debe hacer arreglos para las personas que requieren ayudas auxiliares o servicios si se ponen en contacto por lo menos dos días antes de cada audiencia.
4. Cuando un número significativo de residentes que no hablan inglés puede ser razonablemente esperado para participar en una audiencia pública, un intérprete estará presente para acomodar las necesidades de los residentes que no hablan inglés.
5. La Ciudad puede conducir una audiencia pública vía webinar si también siguen las disposiciones anteriores. Si el seminario web se utiliza para llevar a cabo una audiencia pública, debe ponerse a disposición de los ciudadanos un lugar físico con adaptaciones razonables asociadas para garantizar que los individuos sin la tecnología necesaria puedan participar.
6. Si es aplicable, la localidad debe conservar la documentación de los avisos de audiencia, las listas de asistencia, las actas de las audiencias y cualquier otro registro referente al uso real de los fondos por un período de tres años después del cierre del proyecto. Dichos

registros deben ponerse a disposición del público de conformidad con el Capítulo 552,  
Código del Gobierno.

---

Troy Brimage, Mayor  
CITY OF FREEPORT, TX

---

Date



## City Council Agenda Item #9

**Title:** Discuss and consider adoption and enforcement of the Excessive Force policy in accordance with 24 CFR 91.325(b)(6): Non-Violent Civil Rights Demonstration

**Date:** May 13, 2019

**From:** Christopher D. Motley, Fire Chief

---

**Staff Recommendation:** Staff recommends the adoption and enforcement of the excessive force policy as required as a part of the CDBG DR program.

**Item Summary:** The City of Freeport received an award letter for a Community Development Block Grant – Disaster Recovery (CDBG-DR funds from Hurricane Harvey distributed by Houston Galveston Area Council (HGAC) for local infrastructure.

This policy adoption is required by the Texas Department Agriculture in order to participate in the grant funding. This policy prohibits the use of excessive force by law enforcement agencies within its jurisdiction against individuals in non-violent civil rights demonstrations

**Background Information:** This policy adoption is a part of the CDBG grant application.

**Special Considerations:** None

**Financial Impact:** None

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

**Supporting Documentation:** Excessive Force Policy

## Excessive Force Policy

In accordance with 24 CFR 91.325(b)(6), the City of Freeport, TX hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of the City of Freeport, TX to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations;
2. It is also the policy of the City of Freeport, TX to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction; and
3. The City of Freeport, TX will introduce and pass a resolution adopting this policy.

As officers and representatives of the City of Freeport, TX, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

\_\_\_\_\_  
Troy Brimage

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date





## City Council Agenda Item #10

**Title:** Consideration of approving the submission of grant application for the 2020 DJ- Edward Byrne Memorial Justice Assistance Grant Program and approving the City Manager as grantee's authorized official.

**Date:** May 13, 2019

**From:** Raymond Garivey Jr, Chief of Police

---

**Staff Recommendation:** Staff recommends the approval by Council of the 2020 DJ – Edward Byrne Memorial Justice Assistance Grant Program titled Mobile Video Recorder Equipment and Software Upgrade Grant# 3759301 and approving the City Manager as the grantee's authorized official.

**Item Summary:** This grant funds the purchase and installation of 14 MVRs (mobile video recording) cameras for the Freeport Police Department's fleet of marked patrol cars, 1 Interview room system and 1 network attached storage device to store video evidence captured on these devices.

**Background Information:** The City of Freeport Police Department has 14 marked patrol vehicles and one interview room equipped with dedicated camera systems. All of these video systems are designed to work with a proprietary body camera/body microphone and backend system for storing videos captured on these devices. Currently the department has two separate backend systems in place that are incompatible with each other. One video evidence management system for body camera video and another for in-car camera videos and the interview room. This creates a situation where video evidence is split between two separate platforms with no continuity. With two separate systems comes the need to maintain software and hardware maintenance agreements on both systems straining the department's annual budget. The lack of compatibility between the current in-car videos systems and body cameras hampers officer's detection, prevention and/or interdiction activities by burdening officers with tasks that could otherwise be automated with compatible systems. With the purchase of this new compatible equipment these problems will be solved and it will strengthen the video evidence capabilities of the Freeport Police Department.

**Financial Impact:** Grant reimburses 100% of the fund amount with no required matching percentage.

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

**Supporting Documentation:** Funding Announcement Criminal Justice Program, FY2020. Grant packet for Mobile Video Recorder Equipment and Software Upgrade Grant# 3759301

RESOLUTION NO. 2019-2579

A RESOLUTION OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; MAKING FINDINGS OF FACT; AUTHORIZING THE CITY MANAGER TO APPLY TO THE OFFICE OF THE GOVERNOR, FOR THE GRANT FOR MOBILE VIDEO RECORDER EQUIPMENT AND SOFTWARE UPGRADE, AND AGREEING TO CERTAIN CONDITIONS IN CONNECTION WITH SUCH GRANT; CONTAINING A SEVERANCE CLAUSE; PROVIDING THAT THIS RESOLUTION SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION; AND PROVIDING THAT THE ORIGINAL OF THIS RESOLUTION SHALL BE MAINTAINED BY THE CITY SECRETARY IN THE PERMANENT RECORDS OF SAID CITY.

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

WHEREAS, the Local Government Code and the Home Rule Charter of the City authorize the City Council thereof to adopt the provisions of this Resolution; and,

WHEREAS, the City Council of the City of Freeport finds it in the best interest of the citizens of Freeport, that the Mobile Video Recorder Equipment and Software Upgrade be operated for the 2019 year.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Freeport, Texas:

First, that the City Council of the City approves submission of an application to the Office of the Governor, for a Grant for the Mobile Video Recorder Equipment and Software Upgrade.

Second, that the City Council of the City designates The Freeport City Manager as the grantee's authorized official.

Third, the authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the City.

Fourth, the City agrees that in the event of loss or misuse of the Office of the Governor Funds, the City assures that the funds will be returned to the Office of the Governor in full.

Fifth, in the event any section or provision of this resolution 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 resolution and such remaining sections and provisions shall remain in full force and effect.

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

Seventh, the original of this resolution, after execution and attestation, shall be maintained by the City Secretary in the permanent records of the City.

READ, PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Troy T. Brimage, Mayor  
City of Freeport, Texas

ATTEST:

\_\_\_\_\_  
Laura Tolar, Assistant City Secretary,  
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
Wallace Shaw, City Attorney,  
City of Freeport, Texas

Grant Number: [3759301](#)

C:Freeport.Resol- Mobile Video Recorder Equipment and Software Upgrade

[Print This Page](#)**Agency Name:** Freeport, City of**Grant/App:** 3759301 **Start Date:** 10/1/2019 **End Date:** 9/30/2020**Project Title:** Mobile Video Recorder Equipment and Software Upgrade  
**Status:** Pending Applicant Response**Eligibility Information****Your organization's Texas Payee/Taxpayer ID Number:**  
182748061**Application Eligibility Certify:**

Created on:1/18/2019 8:25:17 AM By:David Fernandez

**Profile Information****Applicant Agency Name:** Freeport, City of**Project Title:** Mobile Video Recorder Equipment and Software Upgrade**Division or Unit to Administer the Project:** Freeport Police Department**Address Line 1:** 430 N Brazosport Blvd**Address Line 2:****City/State/Zip:** Freeport Texas 77541-3802**Start Date:** 10/1/2019**End Date:** 9/30/2020**Regional Council of Governments(COG) within the Project's Impact Area:** Houston-Galveston Area Council**Headquarter County:** Brazoria**Counties within Project's Impact Area:** Brazoria**Grant Officials:****Authorized Official****Name:** Tim Kelty**Email:** tkelty@freeport.tx.us**Address 1:** 200 W 2nd st**Address 1:****City:** Freeport, Texas 77541**Phone:** 979-233-3526 Other Phone:**Fax:****Title:** Mr.**Salutation:** Mr.**Position:** City Manager**Project Director****Name:** David Fernandez**Email:** dfernandez@freeport.tx.us**Address 1:** 430 N Brazosport Blvd**Address 1:****City:** Freeport, Texas 77541**Phone:** 979-871-0157 Other Phone:**Fax:****Title:** Mr.**Salutation:** Officer**Position:** Patrol**Financial Official****Name:** Stephanie Russell**Email:** srussell@freeport.tx.us**Address 1:** 200 W. 2nd Street

**Address 1:****City:** Freeport, Texas 77541**Phone:** 979-871-0107 Other Phone: 979-233-3526**Fax:** 979-233-8867**Title:** Ms.**Salutation:** Ms.**Position:** Finance Director**Grant Writer****Name:** David Fernandez**Email:** dfernandez@freeport.tx.us**Address 1:** 430 N Brazosport Blvd**Address 1:****City:** Freeport, Texas 77541**Phone:** 979-871-0157 Other Phone:**Fax:****Title:** Mr.**Salutation:** Officer**Position:** Patrol**Grant Vendor Information****Organization Type:** Unit of Local Government (City, Town, or Village)**Organization Option:** applying to provide services to all others**Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID):** 182748061**Data Universal Numbering System (DUNS):** 182748061**Narrative Information****Introduction**

The purpose of this funding is to support projects that promote public safety, reduce crime, and improve the criminal justice system.

Please read the funding announcement for program rules and application guides, available on the [eGrants Calendar](#) page. Additionally, you should review the *Guide to Grants* available at [CJD's resources webpage](#) for information and guidance related to the management and use of grant funds.

Use the space provided below to describe your project. For help with your narrative, see CJD's [Developing a Good Project Narrative Guide](#).

**Note:** Do not upload attachments with further information unless specifically instructed to do so.

**Certifications**

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

**Constitutional Compliance**

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

**Information Systems**

Applicant assures that any new criminal justice information systems will comply with data sharing standards for the Global Justice XML Data Model and the National Information Exchange Model.

**Bulletproof Vests**

Applicant assures that if it plans to purchase body armor with grant funds, that it has adopted a mandatory wear policy and that all vests purchased have been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Additionally, vests purchased must be American-made.

**Uniform Crime Reports**

Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety (DPS) for inclusion in the annual Uniform Crime Report (UCR). To be <https://egrants.gov.texas.gov/project/GrantPrintableSummary.aspx?PrintCode=0&gh=1F-96-38-69-9A-7B-AD-0B-80-61-70-F1-F1-C7-2F-38&PrintPa...> 2/15

to the Texas Department of Public Safety (DPS) for inclusion in the annual Uniform Crime Report (UCR). To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year.

### **Criminal History Reporting**

Entities receiving funds from CJD must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 60. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

### **DNA Testing of Evidentiary Materials**

When funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS) by a government DNA lab with access to CODIS.

### **Interoperable Communications**

Funds to support emergency communications activities must ensure compliance with the FY 2018 SAFECOM Guidance on Emergency Communications Grants; adherence to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band; and are fully coordinated with the full-time [Statewide Interoperability Coordinator \(SWIC\)](#) for Texas.

### **Twelve-Step Programs**

Grant funds may not be used to support or directly fund programs such as the Twelve Step Program which courts have ruled are inherently religious. OOG grant funds cannot be used to support these programs, conduct meetings, or purchase related materials.

### **Generated Program Income**

Unless specifically and explicitly authorized to do otherwise by OOG, at OOG's sole discretion, the applicant will report Generated Program Income (GPI), which includes any portion of fees collected from program participants and retained by the grantee. GPI will be applied to the grant through a grant adjustment. GPI must be used to offset project costs and must be expended prior to seeking payment from OOG.

### **National Instant Background Check System (NICS)**

Entities receiving funds under this solicitation that are to generate or upgrade court dispositions or other records that are relevant to National Instant Background Check System (NICS) determinations must have a system in place to ensure that all such NICS-relevant dispositions or records that are generated or upgraded are made available in timely fashion to state repositories/databases that are accessed by NICS.

### **Body-Worn Cameras (BWCs)**

Applicant assures that if it plans to purchase body-worn cameras with grant funds, that it has adopted adequate policies and procedures related to BWC equipment usage, data storage and access, privacy considerations and training. The certification form related to BWC policies and procedures can be found [here](#).

### **Conversion to National Incident-Based Reporting System (NIBRS)**

The Texas Department of Public Safety (DPS) has established a goal set by the Texas Legislature for all local law enforcement agencies to implement and report crime statistics data by using the requirements of the National Incident-Based Reporting System (NIBRS) no later than September 1, 2019. Additionally, the Federal Bureau of Investigations (FBI) will collect required crime statistics solely through the NIBRS starting January 1, 2021. Due to these upcoming state and federal deadlines, grantees are advised that eligibility for future grant funding may be tied to compliance with NIBRS. Financial grant assistance for transitioning to NIBRS may be available for your jurisdiction from the Criminal Justice Division (CJD).

### **Certification of Compliance with 8 U.S.C 1373 and 1644 - AMENDED**

Applicant assures that it complies with 8 U.S.C. § 1373 & 1644. Applicant may be required to submit written assurances and/or certifications to this effect prior to award issuance. CJD will notify applicants if this becomes a requirement and provide the federally required form(s) and/or template(s).

### **Compliance with State and Federal Laws, Programs and Procedures**

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2021 or the end of the grant period, whichever is later.

### **Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)**

Please explain and describe any policies or practices your jurisdiction may have related to whether, when, or how employees may communicate with DHS or ICE. Include information on how each policy or practice complies with 8 U.S.C. 1373. Upload a copy of any written policies onto the Upload.Files Tab. Enter "N/A" below if your agency does NOT have any policies or practices regarding communication with DHS or ICE. Our department has a signed memorandum from our Chief of Police stating that we will participate fully in all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security.

#### **Civil Rights Liaison**

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Loni Kershaw - HR Director

Enter the Address for the Civil Rights Liaison:

200 W 2nd ST Freeport, TX 77541

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

979-233-3526 x108

#### **Overall Certification**

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the CJD Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

**I certify to all of the application content & requirements.**

#### **Project Abstract :**

The proposed project involves buying and installing 14 in-car (mobile) video recording cameras for our fleet of marked patrol cars, installing 1 interview room camera system for the departments interview room. It also includes purchasing 1 network attached storage device to store video evidence captured on these video systems. This equipment will expand and enhance officers' ability to combat crime, terrorism and human trafficking.

#### **Problem Statement :**

The City of Freeport Police Department has 14 marked patrol vehicles and one interview room equipped with dedicated camera systems. All of these video systems are designed to work with a proprietary body camera/body microphone and back-end system for storing videos captured on these devices. Currently the department has two separate back-end systems in place that are incompatible with each other. One video evidence management system for body camera video and another for in-car camera videos and the interview



room. This creates a situation where video evidence is split between two separate platforms with no continuity. With two separate systems comes the need to maintain software and hardware maintenance agreements on both systems straining the department's annual budget. With integrated systems, officers will no longer have to go to the station to charge or download their body worn camera it can be done from the vehicle. The lack of compatibility between the current in-car videos systems and body cameras hampers officer's detection, prevention and/or interdiction activities by burdening officers with tasks that could otherwise be automated or achieved from within a patrol unit with compatible systems.

### **Supporting Data :**

The City of Freeport is awash with high potential threats and hazards. Freeport is approximately 15 square miles in size, located approximately 50 miles south of Houston, and has a population of nearly 14,000 with a daytime population that's approximately triple this number. Freeport is positioned directly on the Gulf Coast, with three miles of beachfront and has one of the world's most expansive chemical complex encompassing 32 separate refineries. Some of these sites are the largest of their kind in the world, housing millions of tons of extremely hazardous and volatile chemical substances. Since we are on the coastline, hurricanes are another common large-scale threat to the area. Freeport is also home to the nation's 16th largest shipping port, in international tonnage, with thousands of commercial vehicles traveling to and from on a weekly basis. These vehicles can only get to and exit from this port by way of the City of Freeport. The city also is the primary responding agency to the Strategic Petroleum Reserve (SPR) site at Bryan Mound, which is immediately adjacent to Freeport. Clearly, the city is a target rich environment and the FBI has even issued bulletins mentioning credible threats to the area. In addition to protecting these key critical assets and responding to over 35,000 calls-for-service, the Freeport Police Department dispatches EMS services for the City of Surfside. In addition, we have mutual aid agreements to provide assistance to another dozen agencies. Accordingly, our proposal is not only critical to our city, it is also vitally important to these other jurisdictions to prevent terrorism, crime and human trafficking.

### **Project Approach & Activities:**

The approach of this project is relatively straightforward. The proposed equipment (In-Car video cameras and Network Storage Device), if approved, will be purchased and installed in the department's marked patrol feet and computer network. These devices will serve as a force multiplier allowing officers to be more productive. The efficiency gains will allow officers more time to perform additional detection, prevention and/or interdiction activities. According to research, this situation will result in reduction in crime, terrorism and human trafficking. In short, this approach will mitigate our stated problem.

### **Capacity & Capabilities:**

The City of Freeport is approximately 15 square miles in size, located approximately 50 miles south of Houston and has a population of nearly 14,000. Freeport is positioned directly on the Gulf Coast, with three miles of beachfront and has one of the world's most expansive chemical complex encompassing 32 separate refineries. Some of these sites are the largest of their kind in the world, housing millions of tons of extremely hazardous and volatile chemical substances. Since we are on the coastline, hurricanes are another common large-scale threat to the area. Freeport is also home to the nation's 16th largest shipping port, in international tonnage, with thousands of commercial vehicles traveling to and from on a weekly basis. These vehicles can only get to and exit from this port by way of the City of Freeport. The city also is the primary responding agency to the Strategic Petroleum Reserve (SPR) site at Bryan Mound, which is immediately adjacent to Freeport. Clearly, the city is a target rich environment and the FBI has even issued bulletins mentioning credible threats to the area. In addition to protecting these key critical assets and responding to over 35,000 calls-for-service, the Freeport Police Department dispatches EMS services for the City of Surfside. In addition, we have mutual aid agreements to provide assistance to another dozen agencies. The agency consists of 35 sworn full-time police officers and 16 civilians who provide round-the-clock public safety services. Among these personnel, is a technology unit that supports, maintains and ensures that all of the agency's hardware and software functions appropriately. This department coordinates with product vendors for troubleshooting and repairs. Sufficient funds are allocated annually for the ongoing operation, maintenance and repair of department equipment.

### **Performance Management :**

The goal of this project is to reduce crime, terrorism, human trafficking by improving officers' productivity with technology (i.e., force multiplier). This equipment will additionally improve our record management time and accuracy by housing all of our available videos in one system. Performance measurements for this proposal will occur in the following manner. Tracking the number of videos submitted as evidence for a one-year period prior

to the project (baseline). Then comparing it to the number of all videos submitted as evidence for a one-year after project completion. Further, the amount of work hours spent on requests for video evidence and open records requests will be compared for the same timeframes.

**Target Group :**

The entire population of Freeport (14,000) in addition, since the City of Freeport provides various public safety services to other cities in Brazoria County, via contracts and mutual aid agreements, the citizens and the agencies from these neighboring cities will benefit from this project. Smaller agencies adjacent to The City of Freeport, branches of the United States Military along with other federal agencies have benefited from using the departments interview room in the past.

**Evidence-Based Practices:**

There are literally hundreds of articles and real world examples detailing how various technologies such as in-car video cameras have resulted in crime decreases in cities around the nation. The requested items have become standard operating procedure (SOP) for departments and expected by the public, particularly by jurors when determining guilt or innocence. Accordingly, the project can have a direct impact on preventing, deterring, and detecting crimes.

[https://www.rand.org/content/dam/rand/pubs/research\\_reports/RR500/RR569/RAND\\_RR569.pdf](https://www.rand.org/content/dam/rand/pubs/research_reports/RR500/RR569/RAND_RR569.pdf)

<https://cops.usdoj.gov/pdf/taskforce/01-31-2015/Tech-and-Social-Media-Review.pdf>

<http://www.policechiefmagazine.org/the-in-car-camera-value-and-impact/> <http://www.zarwin.com/news.php?action=view&id=636>

**Project Activities Information**

**Reserved**

This section left intentionally blank.

**Selected Project Activities:**

ACTIVITY	PERCENTAGE:	DESCRIPTION
Law Enforcement	100.00	Project to purchase and install 14 MVRs (mobile video recording) cameras for our fleet of marked patrol cars, 1 Interview room system and 1 network attached storage device to store video evidence captured on these devices.

**CJD Purpose Areas**

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION
-------------------	--------------	--------------------------

**Measures Information**

**Objective Output Measures**

OUTPUT MEASURE	TARGET LEVEL
Equipment or technology: Individuals/operators equipped	40
General Law Enforcement or Public Safety: Arrests resulting from grant.	0
Targeted Investigation: Criminal cases resulting in arrest.	0
Targeted Investigation: Grant-funded	0

investigations carried out by the unit/division	
Training or professional development: Individuals provided	0
Training or professional development: Individuals received	0
Training, professional development, or technical assistance: Hours provided	0
Training, professional development, or technical assistance: Hours received	0

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
-----------------	--------------

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
-----------------------	--------------

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
------------------------	--------------

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

### Contract Compliance

Will CJD grant funds be used to support any contracts for professional services?

Yes

No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Professional services include installing of in-car camera equipment into 14 patrol units. No equipment purchasing will be done by contractors, services are for installation only. Activities will be monitored by the department as equipment is installed in patrol vehicles the equipment will be inspected and tested to insure proper functionality. Professional services will be considered complete once all 14 units have been installed and tested.

### Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Yes

No

N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Yes

No

N/A

### Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2018

Enter the End Date [mm/dd/yyyy]:

9/30/2019

### Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (\$) of Federal Grant Funds:

0

Enter the amount (\$) of State Grant Funds:

118269

### Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Yes

No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

### Equal Employment Opportunity Plan

#### Compliance - AMENDED

Review the information below to determine which section of the federal [EEOP Certification Form](#) applies to your organization. The EEOP certification information must be submitted to the Office of Civil Rights, Office of Justice Programs through their on-line [EEOP Reporting Tool](#). For more information and guidance on how to complete and submit the federal EEOP certification information, please visit the US Department of Justice, Office of Justice Programs website at <https://ojp.gov/about/ocr/eeop.htm>.

#### Type I Entity

Defined as an applicant that meets one or more of the following criteria:

- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than \$25,000.

#### Requirements

- The applicant is exempt from the EEOP requirements required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42, subpart E;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the applicant must complete **Section A** of the EEOP Certification Form and send it to the Office for Civil Rights (OCR) to claim the exemption from developing an EEOP.

#### Type II Entity

Defined as an applicant that meets the following criteria:

- the applicant has 50 or more employees, and
- the applicant is receiving a single award of \$25,000 or more, but less than \$500,000.

#### Requirements

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of OOG, OOG's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services;
- the applicant must complete **Section B** of the EEOP Certification Form and send it to the Office for Civil Rights (OCR) to claim the exemption from submitting an EEOP to OCR; and
- the EEOP is required to be on file with the applicant agency.

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:  
Loni Kershaw; 200 W 2nd St. Freeport, TX 77541

**Type III Entity**

Defined as an applicant that is NOT a Type I or Type II Entity.

Requirements

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the applicant must complete **Section C** of the EEOP Certification Form and send it to the Office for Civil Rights (OCR).

**Certification**

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

- Type I Entity  
 Type II Entity  
 Type III Entity

**Debarment**

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- I Certify  
 Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

**FFATA Certification****Certification of Recipient Highly Compensated Officers**

The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

- Yes  
 No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

Yes

No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation (\$):

0

Position 2 - Name:

Position 2 - Total Compensation (\$):

0

Position 3 - Name:

Position 3 - Total Compensation (\$):

0

Position 4 - Name:

Position 4 - Total Compensation (\$):

0

Position 5 - Name:

Position 5 - Total Compensation (\$):

0

### Fiscal Capability Information

#### Section 1: Organizational Information

THIS SECTION APPLIES TO NONPROFIT CORPORATIONS ONLY

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

#### Section 2: Accounting System

THIS SECTION APPLIES TO NONPROFIT CORPORATIONS ONLY

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts).

Select the appropriate response:

Yes

No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

Yes

No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

- Yes  
 No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

### Section 3: Financial Capability

THIS SECTION APPLIES TO NONPROFIT CORPORATIONS ONLY

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- Yes  
 No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- Yes  
 No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- Yes  
 No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

### Section 4: Budgetary Controls

THIS SECTION APPLIES TO NONPROFIT CORPORATIONS ONLY

Grant agencies should establish a system to track expenditures against budget and / or funded amounts. Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- Yes  
 No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- Yes  
 No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

### Section 5: Internal Controls

THIS SECTION APPLIES TO NONPROFIT CORPORATIONS ONLY

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:



- Yes
- No

Is there separation of responsibility in the receipt, payment, and recording of costs?  
 Select the appropriate response:

- Yes
- No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.  
 Enter your explanation:

**Budget Details Information**  
**Budget Information by Budget Line Item:**

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Equipment	Backup Drive System and Accessories	Network attached storage device for storing video evidence captured on in-car camera systems, body cameras and interview room (32TB Storage, 28TB usable)	\$21,481.03	\$0.00	\$0.00	\$0.00	\$21,481.03	1
Contractual and Professional Services	Installation of grant purchased equipment and technology	Installation of 14 new In-Car video systems into department patrol fleet and removal of 14 old systems (\$535.00 Per Vehicle)	\$7,490.00	\$0.00	\$0.00	\$0.00	\$7,490.00	0
Equipment	Specialized Audio-Visual System and Accessories	Mobile video recording cameras for fleet of marked patrol units (\$5345 per vehicle)	\$72,555.00	\$0.00	\$0.00	\$0.00	\$72,555.00	14
Equipment	Specialized Audio-Visual System and Accessories	One Mobile Video recording system for department interview room (same camera system as vehicles, has accessories to	\$5,085.00	\$0.00	\$0.00	\$0.00	\$5,085.00	1

		convert system for interview room use)						
--	--	--	--	--	--	--	--	--

**Source of Match Information**

**Detail Source of Match/GPI:**

DESCRIPTION	MATCH TYPE	AMOUNT
-------------	------------	--------

**Summary Source of Match/GPI:**

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**Budget Summary Information**

**Budget Summary Information by Budget Category:**

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	\$7,490.00	\$0.00	\$0.00	\$0.00	\$7,490.00
Equipment	\$99,121.03	\$0.00	\$0.00	\$0.00	\$99,121.03

**Budget Grand Total Information:**

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$106,611.03	\$0.00	\$0.00	\$0.00	\$106,611.03

**Condition Of Fundings Information**

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
Compliance with State and Federal Laws, Programs and Procedures: Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher	5/7/2019 3:07:03 PM	5/7/2019	No	No

<p>education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible grantees/applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code. Each local unit of government and institution of higher education that operates a law enforcement agency must download, complete and then return the <a href="#">CEO/Law Enforcement Certifications and Assurances Form</a> certifying compliance with federal and state immigration enforcement requirements.</p>				
<p>Resolution: Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a resolution electronically using the 'Upload' function in the eGrants system. The <a href="#">resolution</a> must contain the following:</p> <ul style="list-style-type: none"> <li>• Authorization by your governing body for the submission of the application to OOG that clearly identifies the name of the project for which funding is requested;</li> <li>• A commitment to provide all applicable matching funds;</li> <li>• A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update OOG should the official change during the grant period.); and</li> <li>• A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to OOG.</li> </ul>	<p>5/7/2019 3:07:13 PM</p>		<p>Yes</p>	<p>No</p>

You are logged in as **User Name:** dkfernandez



## Office of the Governor, Public Safety Office Criminal Justice Division Funding Announcement: *Criminal Justice Program, FY2020*

### Purpose

The purpose of this announcement is to solicit applications for projects that promote public safety, reduce crime, and improve the criminal justice system.

### Available Funding

Federal Funds are authorized under 34 U.S.C. 10152 Edward Byrne Memorial Justice Assistance Grant Program (JAG). JAG funds are made available through a Congressional appropriation to the U.S. Department of Justice, Bureau of Justice Assistance. All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

### Eligible Organizations

Applications may be submitted by state agencies, public and private institutions of higher education, independent school districts, Native American tribes, councils of governments, non-profit corporations (including hospitals and faith-based organizations), and units of local government, which are defined as a non-statewide governmental body with the authority to establish a budget and impose taxes.

All applications submitted by local law enforcement agencies/offices must be submitted by a unit of government affiliated with the agency, including an authorizing resolution from that unit of government. For example, police departments must apply under their municipal government, and community supervision and corrections departments, district attorneys, and judicial districts must apply through their affiliated county government (or one of the counties, in the case of agencies that serve more than one county).

### Application Process

Applicants must access the PSO's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding. For more instructions and information, see *Developing a Good Project Narrative Guide*, available [here](#).

### Key Dates

Action	Date
Funding Announcement Release	12/21/2018
Online System Opening Date	12/21/2018
Final Date to Submit and Certify an Application	02/28/2019 at 5:00pm CST
Earliest Project Start Date	10/01/2019

## Project Period

Projects must begin on or after 10/01/2019 and may not exceed a 12 month project period.

## Funding Levels

Minimum: \$10,000

Maximum: None

Match Requirement: None

## Standards

Grantees must comply with standards applicable to this fund source cited in the State Uniform Grant Management Standards ([UGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

## Eligible Activities and Costs

Funding may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for **criminal justice purposes**, including for any one or more of the following:

1. Law enforcement;
2. Prosecution;
3. Crime Prevention;
4. Corrections and community corrections;
5. Reentry;
6. Behavioral Health; and
7. Assessment and Evaluation;

Note: "Criminal Justice Purposes" is defined as activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency.

## Program Specific Requirements

**AMENDED - Certification of Compliance with 8 U.S.C. 1373 and 1644.** Applicants must comply with 8 U.S.C. § 1373 & 1644. Applicants may be required to submit written assurances and/or certifications to this effect prior to award issuance. CJD will notify applicants if this becomes a requirement and provide the federally required form(s) and/or template(s).

## Eligibility Requirements

1. Entities receiving funds from CJD must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 60. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.
2. Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety (DPS) for inclusion in the annual Uniform Crime Report (UCR). To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year.
3. The Texas Department of Public Safety (DPS) has established a goal set by the Texas Legislature for all local law enforcement agencies to implement and report crime statistics data by using the requirements of the National Incident-Based Reporting System (NIBRS) no later than September 1, 2019. Additionally, the Federal Bureau of Investigations (FBI) will collect required crime statistics solely through the NIBRS starting January 1, 2021. Due to these upcoming state and federal deadlines, grantees are advised that eligibility for future grant funding may be tied to compliance with NIBRS. Financial grant assistance for transitioning to NIBRS may be available for your jurisdiction from the Criminal Justice Division (CJD).
4. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2021 or the end of the grant period, whichever is later.

5. Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to <https://fedgov.dnb.com/webform>).
6. Eligible applicants must be registered in the federal System for Award Management (SAM) database located at <https://sam.gov/>.

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

## Prohibitions

Grant funds may not be used to support the unallowable costs listed in the [Guide to Grants](#) or any of the following unallowable costs:

1. Construction, renovation, or remodeling;
2. Medical services;
3. Security enhancements or equipment for non-governmental entities not engaged in criminal justice or public safety;
4. Non-law enforcement vehicles or equipment for government agencies that are for general agency use;
5. Equipment, supplies, and other direct costs associated with processing DNA evidence;
6. Costs associated with implementing the National Incident-Based Reporting System (NIBRS) (agencies seeking funds for NIBRS projects should apply for funding under the NIBRS funding announcement);
7. Automated license plate readers, cell-site simulators, drones, or other surveillance equipment that may infringe upon the civil liberties of Texans;
8. Activities or costs in support of Operation Border Star (agencies seeking such funding should apply under Homeland Security and Grants Division funding announcements)
9. Law enforcement equipment that is standard department issue;
10. Transportation, lodging, per diem or any related costs for participants, when grant funds are used to develop and conduct training for outside participants;
11. Items listed on the [Byrne JAG Prohibited Expenditure Category A and B List](#);
12. Rifle-resistant body armor (NIJ Compliant Type IIIA and below is eligible); and
13. Any other prohibition imposed by federal, state or local law or regulation.

## Selection Process

**Application Screening:** CJD will screen all applications to ensure that they meet the requirements included in the funding announcement. Applications that meet those requirements will move forward to the merit review phase.

**Peer/Merit Review: – Local Projects:** Projects with a local impact will be reviewed by a panel appointed by the local Council of Governments using their own criteria. The merit review panels will assess the applications for quality and rank by priority, and then report their findings to the CJD executive director. Applicants must contact their applicable regional Council of Governments (COG). Each of Texas' 24 COGs holds its own application planning workshops, workgroups, and/or subcommittees and facilitates application prioritization for certain programs within its region. Failure to comply with regional requirements imposed by the COG may render an application ineligible.

**Merit Review – Statewide Projects:** Projects with a statewide impact will be reviewed by a panel appointed by the CJD executive director in an effort to prioritize funding. The merit review panel will assess and score each application on a 100-point scale, and then report its findings to the executive director. Scores will be based on standard criteria.

**Final Decisions – All Projects:** The CJD executive director will consider rankings along with other factors and make all final funding decisions. Other factors may include cost effectiveness, overall funds availability, CJD or state government priorities and strategies, legislative directives, need, geographic distribution, balance of focuses and approaches, or other relevant factors.

CJD may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, CJD may revise projects to address a more limited focus.

## Contact Information

For more information, contact the eGrants help desk at [eGrants@gov.texas.gov](mailto:eGrants@gov.texas.gov) or (512) 463-1919.





## City Council Agenda Item #11

**Title:** Consideration and Possible Action Regarding Authorizing the Finance Director to execute a Master Intergovernmental Cooperative Purchasing Agreement with OMNIA Partners, Public Sector and its affiliates and subsidiaries

**Date:** May 13, 2019

**From:** Stephanie Russell, Finance Director

---

**Staff Recommendation:**

Staff recommends approval of participation in the cooperative purchasing program administered by OMNIA Partners, Public Sector and its affiliates and subsidiaries.

**Item Summary:**

During the City's recent audit, it was determined that several goods and services are not being procured competitively. While the City is a member of a few cooperative purchasing programs, they do not always offer all goods and services. Therefore; staff recommends participating in as many cooperative purchasing programs as possible.

**Background Information:**

OMNIA Partners is a cooperative purchasing organization that offers a breadth of competitively-solicited contracts from suppliers to streamline the purchasing process. There is no cost to register, no commitments and no minimum orders. The program combines the cooperative purchasing power of 87,000 public agencies, suppliers commit to providing their highest valued programs. It offers thousands of products in a wide variety of categories, services and solutions. Additionally, there is oversight by Public Purchasing Professionals through third-party audits ensure program pricing commitments are met while we provide ongoing program leadership and direction.

All cooperative purchasing contracts from OMNIA Partners have been competitively solicited by a lead public agency and meet our rigorous cooperative standards and supplier commitments. Each supplier pledges to deliver their best overall government pricing so that you can purchase with confidence. The program is also validated by the Texas Public Purchasing Association.

**Special Considerations:** N/A

**Financial Impact:** This program can help the City receive the best value for goods and services.

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

**Supporting Documentation:** N/A



## City Council Agenda Item #12

**Title:** Consideration and Possible Action Regarding Authorizing staff to prepare an ordinance for water and sewer rate increases and to secure a proposal for a Utility Rate Study.

**Date:** May 13, 2019

**From:** Stephanie Russell, Finance Director

---

**Staff Recommendation:**

Staff recommends increasing its current water and sewer rates by ten percent and conducting a utility rate study to determine future rates for water and sewer billing.

**Item Summary:**

A utility rate study involves an evaluation of rates by customer class to see if various customer classes are paying fairly. The results of an effective rate study include a pricing structure and financial plan that will satisfy the long-term obligations of the City and ensure equitable cost recovery from its customers while conforming to legal constraints and community values.

Until a rate study is complete, staff recommends a ten percent increase to help alleviate increasing costs. This increase would keep Freeport as the lowest billing entity for residential usage of 5,000 gallons. Additionally, a ten percent increase would also keep us under Lake Jackson in terms of commercial usage.

**Background Information:**

The City's current rates have not been updated since October 2014. Since then, Veolia's maintenance and operations contract increases annually with the Consumer Price Index. From October 2015, the rate has increased by over \$135,000 annually or nearly six percent. In addition to the operations and maintenance, the City has been increasing its usage at the Oyster Creek Sewer Plant – roughly 56 percent or over \$41,000 the last few years. Lastly, the Brazosport Water Authority will also be increasing its water rate by 5% or over \$113,000 annually.

The amount of cash the utility fund has available has also been decreasing annually. For example, at the end of FY2016-2017 the fund had over \$922,000 in cash but at the end of FY2017-2018 the fund only had over \$278,000. While the fund has been able to maintain operational costs, it does not have the financial resources to address critical infrastructure needs.

**Special Considerations:** N/A

**Financial Impact:** The cost associated with the rate study should be offset by an increase in revenue in future years.

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

**Supporting Documentation:** Bill Comparison based on 5,000 Gallons of usage.

**Bill Comparison based on 5,000 Gallons of usage**  
*Based on Inside City Limits Only and does not include garbage or garbage tax.*

## RESIDENTIAL

City	Water base rate	Water per thousand of gallons	Sewer base rate	Sewer per thousand gallons	Total
<b>Freeport</b>	<b>\$11.00</b>	<b>\$11.40</b>	<b>\$10.00</b>	<b>\$10.35</b>	<b>\$42.75</b>
<b>10 % Increase</b>	<b>\$12.10</b>	<b>\$12.54</b>	<b>\$11.00</b>	<b>\$11.39</b>	<b>\$47.03</b>
La Marque	\$7.75	\$13.20	\$17.15	\$11.60	\$49.70
Lake Jackson	\$13.50	\$12.90	\$13.65	\$13.80	\$53.85
Santa Fe	\$16.00	\$14.00	\$16.00	\$9.30	\$55.30
Angleton	\$20.88	\$18.30	\$9.84	\$8.10	\$57.12
Clute	\$13.15	\$15.80	\$13.15	\$15.80	\$57.90
Alvin	\$15.15	\$11.61	\$23.49	\$11.61	\$61.86
Richwood	\$24.40	\$13.05	\$22.40	\$13.05	\$72.90

## COMMERCIAL

City	Water base rate	Water per thousand of gallons	Sewer base rate	Sewer per thousand gallons	Total
La Marque	\$7.75	\$13.20	\$17.15	\$11.60	\$49.70
Santa Fe	\$16.00	\$14.00	\$16.50	\$8.70	\$55.20
Angleton	\$20.88	\$18.30	\$9.84	\$8.10	\$57.12
Clute	\$13.15	\$15.80	\$13.15	\$15.80	\$57.90
Alvin	\$15.90	\$11.61	\$24.17	\$11.61	\$63.29
<b>Freeport</b>	<b>\$15.48</b>	<b>\$21.67</b>	<b>\$13.40</b>	<b>\$21.66</b>	<b>\$72.21</b>
<b>10 % Increase</b>	<b>\$17.03</b>	<b>\$23.84</b>	<b>\$14.74</b>	<b>\$23.83</b>	<b>\$79.43</b>
Richwood	\$24.40	\$13.05	\$22.40	\$13.05	\$72.90
Lake Jackson	\$27.00	\$12.90	\$27.30	\$13.80	\$81.00

# Monthly Departmental Reports

**STREET DEPARTMENT**  
**MONTHLY REPORT--- April 2019**

**Drainage Set culverts**

North Avenue L and Skinner ----20 ft

**Cut drainage and jetted out culvert pipe**

Old River & Avenue D-----400 ft

North Avenue Q-----900 ft

Avenue B & Lively-----160 ft

31 loads hauled

**Concrete report:**

1. Cut grades, set forms, rebar & pour sidewalk @ Golf Course
2. Cut grades, set forms, & rebar for driveway @ Golf Course
3. Pour Handicap ramps @ FIS School
4. Form, rebar, and pour handicap ramp @ 5th & Yaupon
5. Sawcut, form driveway, & pour @ 700 block of 6th
6. Form and place rebar at wheel chair ramps at FIS
7. Form, place rebar, & pour sidewalk @ 1600 block of Broad

**Pothole repair:**

Completed 42+ work orders for QPR asphalt

20+ alley Blocks with Crushed concrete repairs

**Rainy Day Schedules-- Total 2 days:**

Total 4 tons of trash/debris collected

**Mowing Report:**

City owned lots completed 100 % of lots and

75 % of ROW /drainage ditches

**Sweeper operations:**

Completed one round Quadrants- A,B,C,D, and began 2nd round

Also worked on Plan for sidewalk @ Splash pad , Wheel chair ramp @

Lucy Goose, Fire Station expansion.

Beach entrance repair and cleanup.

**Projected work for April 2019**

Drainage--- 1311 N. Ave. Q --1600 lin.ft.

Drainage--- 915 West 6th --500 lin.ft.

6-culverts--100 lin. ft.

Golf course driveway

Sidewalk for Splash Pad & Weight Station

Wheel chair @ Lucy Goose

## Monthly Golf Course report April 2019

For our monthly golf course report, I will start out by giving you our monthly goals vs actual numbers followed by details regarding the month.

	Goal	Actual	Difference
Green fee	\$19,000	\$23,940	+\$4,940.00
Cart Rental	\$ 10,000	\$ 8,149	\$-1,851.00
Merchandise	\$12,000	\$29,048	+\$17,048.00
Prep Food	\$ 1,000	\$ 1,028	\$ +28.00
Beer Sales	\$ 7,000	\$ 8,001	+\$1,001.00
Drinks/Chips	\$ 3,000	\$ 3,913	\$ + 913.00
Memberships	\$ 7,000	\$ 8,000	\$ +1,000.00
Total	\$59,000	\$82,080	\$ +23,080

April was a great month for us to see how we could do if Mother Nature cooperated for an entire month. We exceeded our goal by \$23,000. Our revenue was the second highest for any given month since the course opened. We also hit record highs for rounds of golf played, merchandise, and driving range. Other than the landscaping our new pavilion is complete and already paying off. We have two large tournaments booked because of it and feel very positive it will help with future outings. We also held our annual club championship and had the highest turnout in years. This is usually a good indicator the course is in good playing condition. Last but not least we now have a very special member of the golfcourse as Abigail Arias is now a lifetime member. You can come out and possibly see her getting a round in or mostly looking for our famous alligators.

As always thank you for your continued support

Brian Dybala



## Finance Department

**Title:** Monthly Report for April 2019

**Date:** May 13, 2019

**From:** Stephanie Russell, Finance Director

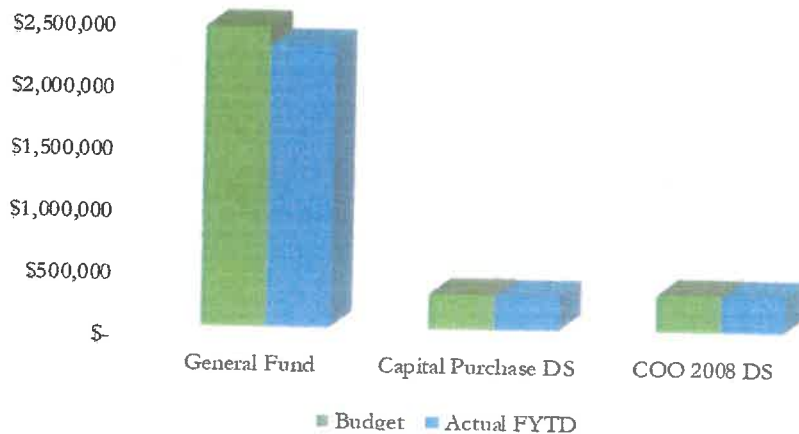
### Major Revenue

#### Property Tax

As of the end of April, the City had received 92% of its Property Tax Revenue.

Fund	Budget	Actual FYTD	% Rcvd FYTD
General Fund	\$ 2,412,833	\$ 2,269,497	94%
Capital Purchase DS	\$ 279,907	\$ 273,173	98%
COO 2008 DS	\$ 295,518	\$ 288,449	98%
<b>Total</b>	<b>\$ 2,988,258</b>	<b>\$ 2,831,119</b>	<b>95%</b>

Property Tax Budget vs. Actual



#### Industrial District Contracts

As of the end of April, the City had received 64% of its Industrial District Revenue.

Agreement	Amended Budget	Actual YTD	% Rcvd FYTD
Brazosport IDA	4,273,311	2,136,655.48	50%
Freeport IDA	1,484,553	943,552.55	64%
Freeport LNG	1,775,000	1,775,000	100%
<b>Total</b>	<b>\$ 7,532,864</b>	<b>\$ 4,855,208</b>	<b>64%</b>

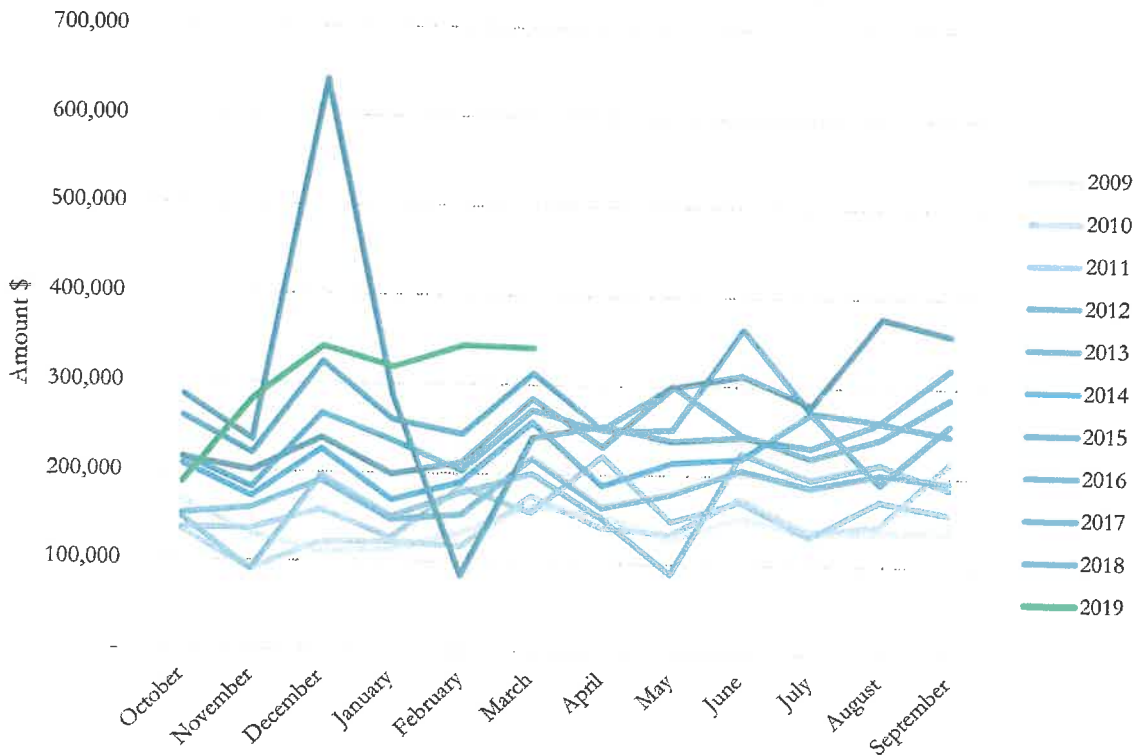


Sales Tax

Sales Tax Revenue is up about 34% from this time last fiscal year (March) and trending over budget – over 80% has been received for only 50% of the year. Please note that there is a two-month lag from when Sales Tax is collected and actually received by the City; thus, March’s Sales Tax was received in May.

Actual Sales Tax	FY2018	FY2019	% Change
October	215,308	187,361	-13%
November	200,806	281,761	40%
December	239,165	341,499	43%
January	198,873	319,310	61%
February	212,567	343,893	62%
March	284,577	341,557	20%
April	231,594	-	-
May	298,921	-	-
June	312,884	-	-
July	280,065	-	-
August	378,933	-	-
September	359,563	-	-
<b>Grand Total</b>	<b>3,213,257</b>	<b>1,815,379</b>	
<b>Total Budget</b>	<b>2,437,000</b>	<b>2,250,000</b>	<b>-8%</b>
<b>% of Budget YI</b>	<b>131.9%</b>	<b>80.7%</b>	

Comparison of Sales Tax Revenue by Year



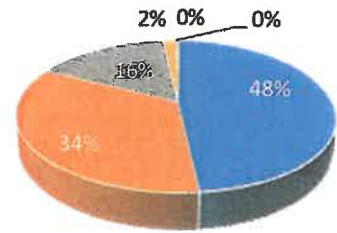
## Utilities

	FY2018	FY2019 YTD
<b>Service Categories</b>		
Water	\$ 2,790,757	\$ 1,564,286
Sewer	\$ 1,910,245	\$ 1,110,363
Garbage	\$ 877,392	\$ 517,423
Ambulance	\$ 92,044	\$ 54,406
Surcharges	\$ 3,048	\$ 155
Miscellaneous	\$ 9,456	\$ 9,275
<b>Total</b>	<b>\$ 5,682,942</b>	<b>\$ 3,255,908</b>

<b>Water Consumptions (Gallons)</b>		
Billed Consumption	418,205,000	224,628,000
Unbilled Consumption	1,991,000	555,000
<b>Total</b>	<b>420,196,000</b>	<b>225,183,000</b>

<b>Sewer Consumptions (Gallons)</b>		
Billed Consumption	314,830,377	174,689,970
Unbilled Consumption	0	0
<b>Total</b>	<b>314,830,377</b>	<b>174,689,970</b>

Services by Category



■ Water  
■ Sewer  
■ Garbage  
■ Ambulance  
■ Surcharges  
■ Miscellaneous

## Municipal Court

	Total FY2018	FY2019 YTD
<b>Violations</b>		
Filed	4,195	2,198
Completed	2,892	1,439
<b>Outstanding Violations</b>	<b>1,303</b>	<b>759</b>
<b>Warrants</b>		
Issued	1,189	397
Cleared	1,301	527
<b>Change in Total Warrants</b>	<b>-112</b>	<b>-130</b>
<b>Other Paid Cases</b>	<b>86</b>	<b>207</b>
Total Fees/Fines Paid*	\$ 647,702	\$ 319,685
* Includes Regulatory, State & Other Agency Fees		
<b>Municipal Court Revenue</b>	<b>\$ 473,531</b>	<b>\$ 162,867</b>
Budget	\$ 418,000	\$ 425,000
<b>% Completed</b>	<b>113%</b>	<b>38%</b>



## Accounts Payable

	FY2018	FY2019 YTD
<b>Purchase Orders</b>	<b>FY2018</b>	<b>FY2019 YTD</b>
Outstanding	11	30
Partial	20	39
Completed	870	410
<b>Total</b>	<b>901</b>	<b>479</b>

## Ongoing Initiatives

### FY2017-2018 Audit

The Auditors were onsite to conduct the FY2017-2018 audit the week of April 15-25, 2019. The audit is still ongoing but should be complete by the end of May.

### Banking RFP

Staff held an initial meeting with the consultant working on the Request for Proposals for a Primary Depository. Additionally, resolution to formally allow for depositories outside of the city limits on this current agenda. Staff anticipates the RFP will be advertised by the end of May.

### Budget

Staff is currently evaluating the City's current fund and account structure for compliance with statutory requirements for regulated revenues and transparency. Proposed adjustments will be made following input from the City's new auditors.

### Financial Software

The City is not fully utilizing its financial software to its maximum capacity. Therefore; staff is currently working with the software provider to expand our use within the available modules and evaluate adding new ones. Additionally, staff is also evaluating the cost versus benefit of newer versions of the current software and other software that is available.

### Policies

Staff is reviewing current policies and procedures to determine updates and new policies moving forward. Staff is currently working on a draft Purchasing Policy and Financial Management Policy.

### Purchasing Cards

Initial forms have been submitted to the State for both the purchase and fuel cards. Staff expects the implementation process to be complete early Summer.

### Records

Staff has been diligently working to sort and organize the massive volume of paper records left by the previous Director for ease of reference and compliance with records retention.

## **Parks Monthly Progress Report**

**April 2019**

1. Inspect and turn Splash Park on from winterization shut down.
2. Easter Extravaganza(booking bands, event, carnival and vendors)
3. \*Beach Start-Up
4. \*A/C at River Place
5. \*Rental Agreement
6. River-Fest: Booking Bands, Carnival, Vendors, ATM, etc.
7. \*Kid- Fest: assist as needed
8. Flowerbeds- grooming corridor
9. Seasonal flowers corridors?
10. River Place fb upgrade
11. Rec Center secure equipment to floor
12. Nominate Employee of the month- Pascual Robles
13. Finish painting Freeport Municipal Park (FMP)
14. Removed stove from Freeport Community House (FCH)
15. \*Demo Antonelli?
16. \*Mystery Boat quotes to repair
17. Clean out old City Hall
18. Clean up the back of the museum.
19. Painted Ladies Restroom floor at FCHP (Freeport Community House Pavilion)
20. Address the below incidents:
  - Kimberly Lyons attacked at FMP, Sunday 4/14/19
  - Previn Hobbs ran into a pole

\*Denotes Work in Progress

## Routine Monthly Tasks

1. Mow 12 parks and levees every week
2. Litter Control from 288 Entrance throughout the city.
3. Clean all rentals after each rental.
4. Mowing Contractors: schedule mows and inspect work
5. Beach Preparedness: litter control, trash cans, roll offs, post signs, and schedule porta cans.
6. Seasonal flowers
7. Seasonal painting at all parks
8. Ballparks & Maintenance
9. Pool Preparation for season
10. Clean Inlets as needed due to rain.
11. Continue Planning for scheduled events: River-Fest & Kid-Fest

## **Maintenance Report**

**April 2019**

- Replaced Rope, Boards and Plywood covering at The Landing
- \*Photo Cell for lights at The Landing
- Splash Pad – reset programming issues, fix leaky valves.
- Cut and hauled off fallen light poles at Senior Ball Field.
- Fix the fence, damaged by weather at Senior Ball Field
- Fix the tin roof on the dug out at the Senior Ball Field.
- Cut up and hauled off tree at Area Print, due to weather.
- Fix water fountain at Recreation Center.
- Fix the broken drain line at Recreation Center
- Cleaned out drain line for Memorial Park Fountain.
- 288 Entrance- replaced and repaired banners
- Staked off area for Fire Works at River Fest
- Prepare Streets for pedestrians at River Fest.
- Checked electrical and Plumbing for River Fest, cook off teams.
- Replaced flag poles (2) by Mystery Boat.
- Replaced pump for water fountain at City Hall.
- Fixed picnic tables at FMP (bolts and nuts to secure)
- Repair washer at FMP Laundry Room
- Check chillers & boilers at City Hall, clean as needed.
- Check chillers & boilers at Police Dept., clean as needed.
- Change out air filters throughout city as needed.
- Repair chlorine pump at Recreation Center for pool.
- \*Benches on jogging trail.

# Rec Centers April Report

## Accomplished:

1. River Fest Event
2. Easter Egg Hunt
3. Replaced bathroom accessories
4. Had two companies come out for estimates
5. Zumba class has grown and so has memberships since we have changed some things including adding music.
6. Ordered a Pool Robot
7. Scheduled lifeguard training class
8. We had Ac fixed on building.
9. Planning for Next Years River Fest.
10. Getting ready for Pool season.

**Freeport Historical Museum**  
**Monthly Summary Report**  
**April 2019**

**Special Events/Exhibits**

Facial Reconstruction Exhibit

We wrapped up our live reconstruction exhibit with Amanda Danning on April 6<sup>th</sup>. Mrs. Danning has some finishing touches before she gets our molds to us. Now the task of figuring out how and where to make her forever home here in the museum is in discussion with the Museum Board. The consensus seems to be that we create a permanent full body exhibit including the tump line that she carried across her head and off her back. The Board is looking for sponsors for the display and full body expenses, and Mrs. Danning has clearly expressed interest in seeing the display to fruition.

Downtown Market Day

This month's market brought a total of eight vendors out to set up in downtown Freeport. We had two vendor cancellations due to high winds, but still had a steady crowd. April marked our first year of hosting Downtown Market Days.

Upcoming Exhibits

*Shaking Hands with Other Lands* – Thanks to Memorial Child Care and Ed & Carmen Read, we will host an interactive world culture exhibit beginning on World culture Day, Tuesday, May 21<sup>st</sup>. This exhibit will be free to the public during normal business hours through June 22, 2019 and will include scheduled programs provided by Ms. Read beginning the first week of June. Visitors will be able to sample foods and try on clothing from different countries, and learn how to greet each other foreign languages. In addition, we will show children's cultural movies in the Little Theater throughout the day to add to the experience.

*Deep Water Shark Exhibit* – Immediately following the world culture exhibit, we will be setting up the sharks in the temporary exhibit hall. We will need Parks and community service to move the sharks from City Hall and set up in the hall. The shark exhibit is scheduled to run through the month of July.

**Building Maintenance**

A big thanks to Chief Motley for making room in the old fire station for us to move valuable artifacts and exhibit props to a temporary location prior to the demolition of old City Hall, and offering to sheetrock and climate control a space in the building for permanent storage. There were so many forgotten treasures we were able to save and hope to one day use in our temporary or permanent exhibits.



I have still been unable to secure three quotes for needed repairs at the Heritage House to replace the damaged window sills and properly seal the windows from the outside. The one quote I have received is from a Houston based company, Restoration Services, Inc. and is for \$15,863.00. The challenge in this repair project is the atrium on the south side of the building, as it blocks access to the second floor windows. It is likely that the screen will have to be removed prior to and reinstalled after the repairs are made.

### Statistical Data

#### Rentals

Heritage House	3
Exhibit Hall	0
Little Theater	0

#### Revenues

Admission Fees	\$233.00
Misc. Donations	236.56
Gift Shop	470.96
Rental Revenue	<u>2,800.00</u>
<b>TOTAL</b>	<b>\$3,740.52</b>

#### Museum Attendance

Adults	84
Children	90
Seniors	<u>76</u>
<b>TOTAL</b>	<b>250</b>



## Human Resources Monthly Report

Date: **May 13<sup>th</sup>, 2019**

Reference: **April 2019**

Department: **Human Resource**

Department Director: **Lei Loni Kershaw**

**Data Information:** As of March 2019 (not including Jan/Feb Data)

Position Vacated: <u>6</u>	YTD: <u>10</u>
Position Filled/New Hire Meeting: <u>3</u>	YTD: <u>5</u>
Positions being processed to be filled: <u>3</u>	YTD: <u>7</u>
Worker Compensation New -Claims Processed: <u>1</u>	YTD: <u>2</u>
Worker Compensation On-Going -Claims Processed: <u>2</u>	YTD: <u>3</u>
TWC New -Claims Processed: <u>0</u>	YTD: <u>1</u>
TWC On-Going-Claims Processed: <u>0</u>	YTD: <u>0</u>
Property/Accident Claims Processed: <u>2</u>	YTD: <u>3</u>
Property/Accident On-Going Claims Processed: <u>2</u>	YTD: <u>2</u>
Employee Consultations: <u>15</u>	YTD: <u>24</u>
Director Consultations: <u>15</u>	YTD: <u>21</u>
Past Employee Consultations: <u>2</u>	YTD: <u>3</u>
Disciplinary Action Consultations: <u>1</u>	YTD: <u>2</u>
Exit Interviews: <u>1</u>	YTD: <u>2</u>
Verification of Employment: <u>2</u>	YTD: <u>7</u>
Open Records Requests: <u>2</u>	YTD: <u>2</u>
Consulting with Legal: <u>3</u> 10-11:30 am, 4:00 pm -4:12pm	YTD: <u>3</u>
Processing Fixed Assets: <u>6</u>	YTD: <u>6</u>

### On Going Special Projects:

Employee Lunches with the City Manager

Windstorm Insurance Review

Fixed Assets Audit for Insurance Coverage Review.

Policy Revisions Review- Vacation, Fire/EMS Appendix A, Outside Interests, Transfers,

Budget Review for Positions and Salaries

Employee of the Month Program

Payroll Audit 2017/2018

Spoke with Chief Garivey and Sgt Graham reference to Holiday pay on day Holiday worked.

Updated Vacation time in the Paycom System.

**General Operations Tasks:**

TML Billing Review- Monthly, TMRS-Monthly/457/Pre Paid Legal- Bi-Weekly Reports, Payroll Bi-Weekly prep/processing, Generate required communications via emails and phone calls, continuing to address on -going claims/issues, Attendance of scheduled and unscheduled meetings, Assist Accounts Payable, Misc Filing Documents-Daily