



**AGENDA  
REGULAR MEETING  
FREEPORT CITY COUNCIL  
MONDAY, JUNE 17, 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 17<sup>th</sup> DAY OF JUNE 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

1. Recognition of Department Head for outstanding life saving effort.
2. Employee of the Month

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 Any item requiring additional discussion may be withdrawn from the Consent Agenda by the Mayor, Councilmember or City Manager, and acted upon separately.

3. Consideration and possible action on the approval of City Council meeting minutes from June 3, 2019. **(Tolar)** Pg. 687-692
4. Consideration of approving Resolution No. 2019- 2591 reappointing qualified person to the Charter Review Board of said City; Rita Cundieff. **(Tolar)** Pg. 693-694

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

5. Consideration and possible action on approval of an agreement with Bryan Mound Strategic Petroleum Reserve for the provision, operation, and maintenance of a sanitary sewer force main serving the facility. **(Kelty)** Pg.695-717
6. Consideration of approving Resolution No. 2019-2592 approving the conveyance of property owned by the City of Freeport on Bryan Beach conveyed from the Texas Parks and Wildlife Department back to Texas Parks & Wildlife and re-conveying a portion back to the City. **(Kelty)** Pg. 718-721
7. Consideration and possible action on Resolution No. 2019-2593 authorizing the Mayor to sign an agreement with the City of Surfside Beach for the sale of potable water. **(Kelty)** Pg. 722-740
8. Consideration of Ordinance No. 2019-2575 adopting an amendment to the budget for the 2018-2019 fiscal year. **(Russell)** Pg. 741-751
9. Discuss and consider approving Ordinance No. 2019-2576 authorizing a rate increase for solid waste. **(Russell)** Pg. 752-755
10. Consideration of approving Resolution No. 2019-2590 authorizing the submission of a Community Block Grant Disaster Recovery application to the Texas General Land Office and authorizing the City Manager to act as the City's Executive Officer and authorized representative in all matters pertaining to the City's Participation in the CDBG-FR Program. **(Motley)** Pg. 756-758
11. Consideration and Possible Action Authorizing the City Manager to Execute any and All Documents Necessary to Effectuate an Agreement for Governmental Accounting Standards Board (GASB) Statement No. 75 actuarial valuation under the Shared Services arrangement provided by Gabriel, Roeder, Smith & Co (GRS) and North Central Texas Council of Governments (NCTCOG). **(Russell)** Pg. 759-778
12. Consideration of and action on a Resolution No. 2019-2594 requesting to participate in the Texas Comptroller of Public Accounts Cooperative Purchasing Program **(Russell)** Pg.779-780
13. Consideration and Possible Action Authorizing the City Manager to Execute any and All Documents Necessary to Effectuate an Agreement for Municipal Advisor Services with Masterson Advisors LLC . **(Kelty)** Pg. 781-794
14. Discuss and consider approving a general services agreement with Freese & Nichols. **(Kelty)** Pg. 795-802

#### **WORK SESSION:**

15. 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:**

- 16. Executive Session regarding economic development (Projects 2019-2 and 2019-3) in accordance with Vernon's Texas Government Code Annotated, Chapter 551, 551.087
- 17. Executive Session regarding personnel matters (Legal Counsel/City Attorney) in accordance with Vernon's Texas Government Code Annotated, Chapter 551, 551.074

**COUNCIL BUSINESS – REGULAR SESSION:**

- 18. Consideration in open session of taking action on any matter discussed in closed executive session. **(Kelty)**
- 19. Consideration of possible action regarding the contract with the city attorney **(Kelty)**

**ADJOURNMENT:**

- 20. 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 14<sup>th</sup> day of June, 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 Monday, June 3, 2019 at 6:00 p.m. at the Freeport Police Department, Municipal Court Room, 430 North Brazosport Boulevard, Freeport Texas for the purpose of considering the following agenda items:

City Council:

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

Staff:

Tim Kelty, City Manager  
Laura Tolar, Asst. City Secretary/Special Projects Coordinator  
Wallace Shaw, City Attorney  
Nat Hickey, Property Manager  
Brian Dybala, Golf Course Director  
David Hoelwyn, Street Department Director  
Ray Garivey, Police Chief  
Stephanie Russell, Finance Director  
Kim Townsend, Parks & Recreation Director  
Loni Kershaw, Human Resources Director  
Jerry Meeks, Veolia  
Donna Fisher, Human Resources Clerk

Visitors:

Miguel Jimenez  
Sam Reyna  
Manning Rollerson  
Nicole Mireles  
Sabrina Brimage  
Melanie Oldham

Call to order.

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

Citizen's Comments

Manning Rollerson addressed council concerning east end.

**CONSENT AGENDA**

Consideration and possible action on the approval of City Council meeting minutes from May 13, 2019.

Consideration of approving Resolution No. 2019- 2580 reappointing qualified persons to the Library Board of said City; James Walker.



Consideration of approving Resolution No. 2019- 2581 reappointing qualified persons to the Board of Adjustments of said City; Roddy Mohler and Sammye Moore.

Consideration of approving Resolution No. 2019-2582 reappointing qualified persons to the Planning Commission of said City; Clift Vandergrift.

Consideration of approving Resolution No. 2019-2583 reappointing qualified person to the Beautification/Parks Board of said City; Margaret L. McMahan

Consideration of approving Resolution No. 2019-2584 reappointing qualified persons to the Economic Development Corporation of said City; Marinell Music, Mark Fruidenberg, Mingo Marquez and Lesa Girouard.

Consideration of approving Resolution No. 2019-2585 reappointing qualified persons to the Charter Review Board of said City; Sandra Barbree, Amy Carrales, Donna Hayes, Ana Silbas.

Consideration of approving Resolution No. 2019-2586 reappointing qualified persons to the Senior Citizens Commission of said City; Ona Johnson, Sammy T. Moore, Martha Westbrook and Jane Hawkins.

On a motion by Councilwoman Loeza, seconded by Councilman Bass, with all present voting "Aye", Council unanimously approved the consent agenda.

### **REGULAR SESSION**

Public Hearing of a proposed replat being a Subdivision of 27.6011 Acres (1,202,307 sq. ft.) Being a partial replat of the replat of 330.599 Acres of the Velasco Townsite B.C.C.F. No. 2015055039 located in the Christian Henniger Survey, A-211, City of Freeport, Brazoria County, Texas.

Mayor Brimage opened the public hearing at 6:08 p.m.

Melanie Oldham stated that she hoped the new council isn't making a deal with Mr. Wong. She questioned whether we were going to help Mr. Wong again.

City Manager Tim Kelty stated that this replat was being done as a housekeeping item for the already developed Olin Property, which is being subdivided from the rest of Mr. Wong's property. He stated that the plat had been submitted last year and the city had not acted on it. He recommended council approval.

Councilman Brooks Bass asked if this was subdividing out any additional property than the Olin property.

Mr. Kelty stated no.

Manning Rollerson stated that he had concerns about new homes not being built.

Nicole Mireles stated that new homes are being built throughout the city.

Mayor Brimage closed the public hearing at 6:17 p.m.

On a motion by Councilman Bass, seconded by Councilwoman Loeza, with all present voting "Aye", Council unanimously approved closing the public hearing.

On a motion by Councilman Bass, seconded by Councilwoman Loeza, with all present voting "Aye", Council unanimously approved the replat being a Subdivision of 27.6011 Acres (1,202,307 sq. ft.) Being a partial replat of the replat of 330.599 Acres of the Velasco Townsite B.C.C.F. No. 2015055039 located in the Christian Henniger Survey, A-211, City of Freeport, Brazoria County, Texas.

Public Hearing of a proposed replat being a 4.358 Acre Tract Lots 1-24A, Block 786 & Lots 1-24, Block 813, of the City of Velasco, Vol. 32, Pg. 14 B.C.D.R. located in the Alexander Calvit Survey, Abstract No. A-49 in Brazoria County, Texas

Mayor Troy Brimage opened the public hearing at 6:18 p.m.

Mr. Kelty stated that this replat reduced the street right of way ten feet due to two existing homes being built within the street right of way. Mr. Kelty added this was something council had looked at before and requested.

On a motion by Councilman Bass, seconded by Councilwoman Loeza, with all present voting "Aye", Council unanimously approved closing the public hearing and approved the replat being a 4.358 Acre Tract Lots 1-24A, Block 786 & Lots 1-24, Block 813, of the City of Velasco, Vol. 32, Pg. 14 B.C.D.R. located in the Alexander Calvit Survey, Abstract No. A-49 in Brazoria County, Texas.

Consideration and possible action on an agreement with BASF Corporation for the first right of refusal on the purchase of effluent from the City's wastewater treatment plant.

Mr. Kelty stated that the city legally has the ability to sell effluent water from the WWTP. This agreement gives BASF the option to buy. If they exercise the option in the future BASF will have to inter into a purchase agreement and build the infrastructure.

Mayor Brimage said that the city has to dump a minimum amount. He added that the city will negotiate the money when it comes to fruition.

Mr. Kelty said that \$400 would be due at signing from BASF and the first annual payment would start in September.

On a motion by Councilwoman Loeza, seconded by Councilman Green, with all present voting "Aye", Council unanimously approved an agreement with BASF Corporation for the first right of refusal on the purchase of effluent from the City's wastewater treatment plant.

Consideration of approving Resolution No. 2019-2587 amending the budget for the Freeport Economic Development Corporation budget for the 2018-2019 fiscal year.

Economic Development Corporation Director Courtland Holman stated that the new fiscal budget is being amended to allow him to do his job appropriately.

Mr. Kelty said that the current budget was inadequate and that he had already seen positive results regarding economic development.

Mr. Bass stated that the EDC property needed maintenance and asked if the amended budget allowed for it.

On a motion by Councilman Bass, seconded by Councilman Green, with all present voting "Aye", Council unanimously approved Resolution No. 2019-2587 amending the budget for the Freeport Economic Development Corporation budget for the 2018-2019 fiscal year.

Consideration of approving Resolution No. 2019-2588 approving a procurement policy for the city.

Finance Director Stephanie Russell stated that staff did not have written policy and limits set regarding purchasing. This policy ensures a competitive process. Procurement cards will limit who and how much can be spent.

On a motion by Councilman Bass, seconded by Councilman Green, with all present voting "Aye", Council unanimously approved Resolution No. 2019-2588 approving a procurement policy for the city.

Consideration of approving Resolution No. 2019-2589 adopting Financial Management policies.

Finance Director Stephanie Russell stated that the financial management policies create an overall umbrella regulating financial management of city funds. It ensures that we maintain appropriate amounts in our reserves. It also calls for the creation of a capital improvement plan. Ms. Russell added that it puts on paper policies that the city is beginning to implement.

On a motion by Councilman Bass, seconded by Councilwoman Loeza, with all present voting "Aye", Council unanimously approved Resolution No. 2019-2589 adopting Financial Management policies.

Consideration of approving Ordinance No. 2019-2573 amending Sections 52.15 And 52.16 of the Code of Ordinances to increase the rates for water and sewer services.

Stephanie Russell stated that water and sewer rates had not been raised in a while. This increase is for 10% and should generate approximately an additional \$200,000 per year.

Mr. Kelty said that commercial accounts generate more revenue than residential. The residential rates for the city are currently still the lowest in the area even after the 10% increase. He said that an enterprise fund should break even but recently the general fund has been covering some of the expenses adding that water and sewer costs have gone up.

On a motion by Councilwoman Loeza, seconded by Councilman Bass, with all present voting "Aye", Council unanimously approved Ordinance No. 2019-2573 amending Sections 52.15 And 52.16 of the Code of Ordinances to increase the rates for water and sewer services.

Consideration of approving Resolution No. 2019-2590 authorizing the submission of a Community Block Grant Disaster Recovery application to the Texas General Land Office and authorizing the City Manager to act as the City's Executive Officer and authorized representative in all matters pertaining to the City's Participation in the CDBG-FR Program.

This item was tabled.

Consideration of approving revisions to the personnel policy.

Loni Kershaw presented to council the proposed changes to the personnel policy in Sections 9.04, 9.08, 9.11 and included adding section 9.16.

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

Discuss and considering approving Ordinance No. 2019-2574 amending the code of ordinance in regard to the department of engineering.

Mr. Kelty explained that the code of ordinances only allows for a full time or part time engineer. This change would include "contractual" terminology. In this case, the engineer would be paid per the terms of a contract.

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

Consideration of authorizing the City Manager to negotiate an engineering general services agreement with recommended engineering firm.

Mr. Kelty said that four firms were interviewed. Freeze & Nichols was very well qualified and were unanimously recommended by the Interview Committee. He added that if authorized, he will negotiate a contract for council approval.

On a motion by Councilwoman Loeza, seconded by Councilman Yates, with all present voting "Aye", Council unanimously approved authorizing the City Manager to negotiate an engineering general services agreement with recommended engineering firm.

### **WORK SESSION:**

Mayor Brimage announced that there was a death of a 23-year old over the weekend when a boat he was riding in hit the train trestle. He added that everyone involved did an amazing job responding to the emergency. He said that approximately 2,800 employees from BISD had a crawfish boil and was glad they chose Freeport. The Fire Department and the Police Department was participating in DARE camp. He told the Parks Department and Street Department that he had received a lot of compliments on the good work they are doing and to pass it on to their employees.

Councilman Ken Green stated that the new house near Broad Street looks nice. He also said he had seen the city working on sidewalks.

Councilman Brooks Bass had nothing to report.

Councilwoman Sandra Loeza questioned if we knew the status on the highway construction between Clute and Freeport.

Councilman Yates had nothing to report.

City Manager Tim Kelty announced that he is working on a number of agreements including: a wholesale water agreement with Surfside and sewer agreement with Bryan Mound, and would soon be bringing them for council action.

### Update on reports / concerns from Department heads

Golf Course Director Brian Dybala said the Golf Course had its first tournament using the new pavilion. The turnout was great but the pavilion was hot and that needed to be addressed.

EDC Director Courtland Holman announced that they had attended ICSC. He added that he's been speaking to two master developers, a strip center, a restaurant and two medical facilities.

Finance Director Stephanie Russell stated the audit report should be on the next council agenda.

Street Department Director David Hoelewyn said that had completed 25 concrete jobs and two wheelchair ramps. He said staff was working on mowing and the street sweeper and completed one full round around the city. He notified council that mosquito spraying cannot be done during the day.

Police Chief Ray Garivey said that over 100 officers had attended a crawfish boil.

Jerry Meeks with Veolia said that they had been working on water and sewer leaks.

Human Resourced Director Loni Kershaw said that she had been working with the Recreation Center to get summer staff hired.

Open session was closed at 7:20 pm and Council entered into Executive Session.

**CLOSED SESSION:**

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

Executive Session regarding personnel matters (City Manager Tim Kelty) in accordance with Vernon's Texas Government Code Annotated, Chapter 551, 551.074

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

**REGULAR SESSION**

Mayor Troy Brimage opened regular session at 8:19 pm

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

No action taken.

**Adjourn**

On a motion by Councilman Yates, seconded by Councilman Bass, with all present voting "Aye", Mayor Brimage adjourned the meeting at 8:20 PM.

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

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



## City Council Agenda Item #4

**Title:** Consideration of approving Resolution No. 2019-2591 reappointing qualified person to the Charter Review Board

**Date:** June 17, 2019

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

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**Staff Recommendation:**

Staff recommends approval of the proposed resolution to reappoint a qualified person to the City's Charter Review Commission.

**Item Summary:**

The resolutions for the city's boards and commissions reappoint residents that have previously served on the board referred to on the resolution. Staff has spoken to each proposed member and each have agreed to serve another term.

**Background Information:**

Residents are appointed by council for two-year terms.

**Special Considerations:**

N/A

**Financial Impact:**

N/A

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

N/A

**Supporting Documentation:**

Resolutions: 2019-2591

RESOLUTION NO. 2019-2591

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND REAPPOINTING A QUALIFIED PERSON TO THE CHARTER REVIEW COMMISSION OF THE CITY FOR THE YEAR 2013; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, the Home Rule Charter of the City of Freeport, Texas ("the City") requires that a Charter Review Commission be appointed in odd numbered years for a term of six (6) months; and

WHEREAS, the City Council of the City desires to reappoint the below named qualified person as member of said commission.

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

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and reappoints the following named qualified persons to the Charter Review Commission of the City for a six (6) month term, which will expire on December 31, 2019, to-wit: Rita Cundieff.

SECTION TWO (2): DUTIES

The above named appointee shall perform all of the duties imposed on members of the Charter Review Commission of the City by law and the Home Rule Charter of the City.

SECTION THREE (3): OATH OF OFFICE

Before engaging in the performance of the duties of office, the above named appointee shall take the Constitutional Oath of Office and sign the affidavit required by law.

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

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

ATTEST:

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





## City Council Agenda Item #5

**Title:** Consideration and possible action on approval of an agreement with Bryan Mound Strategic Petroleum Reserve (SPR) for the provision, operation, and maintenance of a sanitary sewer force main serving the facility.

**Date:** 06/17/2019

**From:** Tim Kelty, City Manager

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**Staff Recommendation:** Staff recommends approval of the agreement.

**Item Summary:** This agreement will allow for the provision of sanitary sewer services to the Bryan Mound SPR by the City of Freeport. Under the terms of the agreement the City is responsible for design, easement acquisition, and construction of the infrastructure. Bryan Mound will be responsible for reimbursing ALL associated costs regarding that effort as they are expended. Following the construction of that infrastructure, the city agrees to treat the wastewater from the facility for a term of 25 years. The estimated flow to the city's wastewater treatment plant from Bryan Mound SPR would be approximately 85,000 Gallons per month. They are already a City Water customer.

**Background Information:** The City was approached by Bryan Mound for this request. Originally, we requested Bryan Mound to construct the requisite infrastructure and then turn it over to us to operate and maintain. However, they indicated that it was problematic for the federal government to construct infrastructure outside their fence on easements that they did not control, so requested it be handled in this way. Ultimately, they will be responsible for all costs and retain the right to have the city reject the bids if they feel they are too high.

**Special Considerations:** None

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

**Financial Impact:** There would be a net zero impact with Bryan Mound reimbursing all associated costs. Long term the project would generate about \$1,000 per month in additional sewer revenue.

**Supporting Documentation:** Agreement



**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER		PAGE 1 OF <b>31</b>	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER <b>89243519RFE000011</b>
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>Justin D Dudenhefer</b>	b. TELEPHONE NUMBER (No collect calls) <b>504-734-4461</b>
8. OFFER DUE DATE/ LOCAL TIME			

9. ISSUED BY <b>SPRO US Department of Energy New Orleans LA 70123 900 Commerce Road East US 492</b>	CODE <b>01601</b>	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A)	<input checked="" type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <b>221320</b> <input type="checkbox"/> EDWOSB SIZE STANDARD: <b>\$20.5M</b>
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS <b>NET 30</b>	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING
15. DELIVER TO <b>SEE SCHEDULE</b>		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

15. DELIVER TO <b>SEE SCHEDULE</b>	CODE	16. ADMINISTERED BY	CODE
17a. CONTRACTOR/OFFEROR	CODE	18a. PAYMENT WILL BE MADE BY	CODE

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED

<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

**STANDARD FORM 1449** (REV. 2/2012)  
Prescribed by GSA - FAR (48 CFR) 53.212

**SCHEDULE OF SUPPLIES OR SERVICES**

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
001	Engineering Costs	1	EA	\$55,545	\$55,545
002	Installation of Sewer Force Main	1	EA	\$316,466	\$316,466
003	Silt Fence (Option)	1	EA	\$42,000	\$42,000

**CONTRACT CLAUSES****CLAUSES INCORPORATED BY REFERENCE**

52.202-1	Definitions (Nov 2013)
52.203-3	Gratuities (Apr 1984)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)
52.203-16	Preventing Personal Conflicts of Interest (Dec 2011)
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)
52.204-18	Commercial and Government Entity Code Maintenance (Jul 2016)
52.212-4	Contract Terms and Conditions -- Commercial Items (Oct 2018)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
52.242-13	Bankruptcy (Jul 1995)
52.242-15	Stop-Work Order (Aug1989)
952.202-1	Definitions

**CLAUSES BY FULL TEXT****52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Jan 2019)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware,

Software, and Services Developed or Provided by Kaspersky Lab and

Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

X\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

X\_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved]

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X\_\_\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

\_\_\_ (10) [Reserved]

\_\_\_ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Nov 2011) of 52.219-3.

\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Jan 2011) of 52.219-4.

\_\_\_ (13) [Reserved]

\_\_\_ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

- (ii) Alternate I (Nov 2011).
- (iii) Alternate II (Nov 2011).
- (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- (17) (i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637 (d)(4)).
- (ii) Alternate I (Nov 2016) of 52.219-9.
- (iii) Alternate II (Nov 2016) of 52.219-9.
- (iv) Alternate III (Nov 2016) of 52.219-9.
- (v) Alternate IV (Aug 2018) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- X  (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X  (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- X  (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

- X\_\_\_ (28) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- \_\_\_ (ii) Alternate I (Feb 1999) of 52.222-26.
- X\_\_\_ (29) (i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- \_\_\_ (ii) Alternate I (July 2014) of 52.222-35.
- X\_\_\_ (30) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- \_\_\_ (ii) Alternate I (July 2014) of 52.222-36.
- X\_\_\_ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- X\_\_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X\_\_\_ (33) (i) 52.222-50, Combating Trafficking in Persons (JAN 2019)
- (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
- X\_\_\_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).
- \_\_\_ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- \_\_\_ (38) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514
- \_\_\_ (ii) Alternate I (Oct 2015) of 52.223-13.
- \_\_\_ (39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.
- \_\_\_ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- \_\_\_ (41) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.
- X\_\_\_ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
- \_\_\_ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- \_\_\_ (44) 52.223-21, Foams (Jun 2016) (E.O. 13696).
- \_\_\_ (45) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- \_\_\_ (ii) Alternate I (Jan 2017) of 52.224-3.
- \_\_\_ (46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- \_\_\_ (47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_\_ (ii) Alternate I (May 2014) of 52.225-3.
- \_\_\_ (iii) Alternate II (May 2014) of 52.225-3.
- \_\_\_ (iv) Alternate III (May 2014) of 52.225-3.
- \_\_\_ (48) 52.225-5, Trade Agreements (Aug 2018) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X\_\_\_ (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- \_\_\_ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

\_\_\_ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X \_\_\_ (55) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).

\_\_\_ (56) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

\_\_\_ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).

\_\_\_ (60) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

\_\_\_ (iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

\_\_\_ (2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

\_\_\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C.206 and 41 U.S.C. chapter 67).

\_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).



\_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

\_\_\_ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

\_\_\_ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jan 2019) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware,

Software, and Services Developed or Provided by Kaspersky Lab and

Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

- (iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (v) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (Oct 2019) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).
- (xiii) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).  
(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xviii) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

#### **52.252-2 Clauses Incorporated by Reference (Feb 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: <http://farsite.hill.af.mil/vmfara.htm>

DEAR: <http://farsite.hill.af.mil/vmdoea.htm>

(End of Clause)

**ATTACHMENTS**

<b>DESCRIPTION/SPECIFICATIONS/WORK STATEMENT</b>	<b>ATTACHMENT 1</b>
<b>LOCATION ON LEVEE ROAD WHERE THE NEW SEWER FORCE MAIN SHALL TERMINATE</b>	<b>ATTACHMENT 2</b>
<b>VIPERS INVOICING INSTRUCTIONS</b>	<b>ATTACHMENT 3</b>

**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**I. General**

A. The City of Freeport Utility Department, Brazoria County, Texas shall supply the following services and utility to the Bryan Mound Strategic Petroleum Reserve (SPR) site for a period of twenty-five (25) years.

1. Operate and maintenance a sewer treatment force main that will service the SPR's Bryan Mound site. In doing so, the city will obtain the services of an Architect Engineering firm to design and contractor to construct an extension from the location of the existing sewer treatment plant on Levee Road, Brazoria County, Texas to a point approximately 10,500 feet South of the sewer treatment plant along Levee Road.

All rights-of-way and servitudes required for the entire sewer main along Levee Road to the new service location along Levee Road shall be the responsibility of the City of Freeport Utility Department.

2. Provide monthly sewer treatment to the Bryan Mound site for a period of 25 years from the completion of construction and initial startup of sewer services.

The estimated monthly effluent of sewerage is approximately 85,000 gallons per month.

**II. Location**

- A. The Bryan Mound SPR site is located along Levee Road between Highway 36 and the Gulf of Mexico, south of the City of Freeport in Brazoria County, TX.
- B. The distance from the existing sewer treatment plant to the new service location near the Bryan Mound site is approximately 10,500 feet.
- C. The location on Levee Road where the new sewer force main shall terminate is shown on the drawing provided.

**III. Performance Requirements**

- A. The public sewer service shall comply with the Texas Administrative Code, Title 30, Part 1, Chapter 217, Subchapter C.
- B. Provide and maintain a public sewer force main to the SPR's Bryan Mound site that shall be operated and maintained in accordance with the requirement of the Texas Administrative Code, Title 30, Part 1, Chapter 217, Subchapter C.

**IV. Referenced Standards**

Texas Administrative Code, Title 30, Part 1, Chapter 217, Subchapter C.

- V. The plans and specifications for the proposed construction of the sewer force main shall be provided to DOE for their information only. Prior to award of a construction contract, DOE will not approve these drawings and specifications. Also, prior to award of this construction contract, DOE will have the right of refusal of the bids received by the City of Freeport or their agent in the construction of the extension of the sewer force main.

SPECIAL CONTRACT PROVISIONS

1. OBLIGATIONS, CONDITIONS AND RIGHTS OF THE City of Freeport  
HEREAFTER (COF)

- (a) In consideration of the mutual covenants contained herein, the City of Freeport agrees to do the following:
- (1) Its engineer to prepare a complete set of plans and specifications outlining, in detail, the project.
  - (2) Submit such plans and specifications to DOE.
  - (3) Obtain any right of way easements necessary for the completion of the project.
  - (4) Accept the bid of the lowest responsible bidder in accordance with State of Texas Law and cause such bidder to immediately proceed, in accordance with the plans and specifications to construct the project.
  - (6) All costs incurred by the City of Freeport for the work described in the Statement of Work will be invoiced monthly to DOE as such expenses are incurred and payments will be made in accordance with the Prompt Payment Act.

2. RATES, CHARGES, AND PUBLIC REGULATION

- (a) ORIGINAL invoices are to be submitted to the Department of Energy's Oak Ridge Financial Service Center using the Vendor Inquiry Payment Electronic Reporting System (VIPERS) at <https://vipers.oro.doe.gov/>.

For questions concerning VIPERS, please contact the VIPERS helpdesk at (855)384-7377 or e-mail [VipersSupport@science.doe.gov](mailto:VipersSupport@science.doe.gov).

Questions contact James Philipp at [James.Philipp@spr.doe.gov](mailto:James.Philipp@spr.doe.gov), 504-734-4537.

- (b) The utility services furnished under this Contract shall be subject to regulation in the manner and to the extent prescribed by any Federal, State, or local regulatory authority having jurisdiction over the supply of sewer services to the Contractor's customers generally. If, during the term of this contract, the public regulatory authority having such jurisdiction receives for filing in the authorized manner rates that are higher or rates that are lower than those

stipulated in any Schedule in effect hereunder, and as replacements, therefore, the Contractor agrees to continue to furnish sewer services as stipulated in the Schedule and the Government agrees to pay for such sewer services at the higher or lower rates from and after the date such rates are made effective, in accordance with the rules of practice and procedure of public regulatory authority. Further modification of any Schedule hereunder is not necessary to implement higher or lower rates. Upon request, a copy of any newly effective or amended rate schedule, including newly effective adjustments, shall be furnished to the ordering agency. If, during the term of this contract, the Contractor applies to any such regulatory body for a change in rates or in the type of services to be performed under this contract, it shall take steps to see that the Government receives at least the same notice of such application as is received by all other customers affected by such application. A copy of such notice and application shall be emailed by the Contractor to DOE contracting Officer at [Sally.Leingang@spr.doe.gov](mailto:Sally.Leingang@spr.doe.gov) within five (5) days after filing of the change in rates or type of services with the public regulatory authority.

- (c) The Contractor hereby represents and warrants to the Government that the rate schedules from time to time made available to the Government shall not be in excess of the lowest rate schedules then available to the then present and prospective customers of the same class under like conditions of use and services, and agrees that during the life of this contract, the Government shall continue to have available to it the lowest applicable rate schedule for customers of the same class under like conditions of use and services, but in no event will the Government have the right to change schedules more often than once in any 12-month period unless there is a general change in the rate.
- (d) In the event the Contractor, during the term of this contract, shall make effective any new rate schedule or amended rate schedule applicable to the class of services furnished to the Government at any services location and applicable in such area which may contain a lower rate or conditions of services more favorable to the Government for such class of services in such area, the Contractor shall make such lower rates or conditions of services available to the Government; and unless otherwise notified in writing by the Government, the Contractor shall substitute such new rate schedule or amended rate schedule then in effect hereunder for such service location, commencing with the billing period in which such rate schedule becomes effective.
- (e) Reasonable written notice shall be given, so far as possible, by the Government to the Contractor regarding any material changes proposed in the volume or characteristic of sewer services required by the Government.
- (f) In the event of a permanent change in the class of services furnished to the Government at the service location, sewer services shall, effective sixty (60) days after written request is made by either party or at such other time as may be agreed upon, thereafter be available to the Government at the service location at the lowest available rate schedule of the Contractor which is applicable to the class of services furnished following such permanent change and which is applicable in the area where such services are furnished.
- (g) Any necessary extension, alteration, relocation, or reinforcement of sewer lines,

special facilities, or service arrangements required or requested by the DOE shall be in accordance with the Contractor's Extension Policy and on file from time to time with the public regulatory authority, provided that the Schedule or any necessary attached supplementary agreement shall contain adequate information concerning the extension, including the amount of any payment by the Government to the Contractor toward the construction of said extension.

Further, such attachments to the Schedule may contain provisions as necessary so as to reduce or eliminate the connection or extension charges to the Government, such as but not limited to: minimum monthly or annual billings, facilities charges, termination liabilities, monthly or annual amortization facilities payments, future partial or full refund of the initial connection charge, and extended term authorizations not to exceed 10 years; all as approved by the public regulatory authority. Any necessary extension, alteration, relocation, or reinforcement of sewer lines, special facilities, or service arrangements shall be undertaken only in accordance with and after issuance of a written modification to this contract by the Contracting Officer.

- (h) Any construction, connection, or extension charges billed the Government by the Contractor under Paragraph (g) next above shall be subject to audit by the ordering agency prior to payment. The Contractor further warrants and represents to the Government that any construction, connection, or extension charges billed under any Schedule issued under this Contract will not be in excess of charges that similar customers of the Contractor would be required to pay for like facilities under similar circumstances and, further, that such charges will be assessed pursuant to the Contractor's currently effective Extension Policy as modified, amended, supplemented, and approved from time to time by the public regulatory authority. Any construction, connection, or extension charges under Paragraph (g), above, shall be undertaken only in accordance with and after issuance of a written modification to this contract by the contracting Officer.

3. INVOICES AND BILLING DATA

All invoices or bills shall contain such data as may be required to substantiate the billing, including statements of the meter readings at the end of the billing period, meter constants, consumption during the billing period, installation, delivery points, and such other reasonable data as may be requested by the Government.

4. PAYMENTS FOR SERVICE

- (a) All bills for payment for services rendered under this contract shall be paid in accordance with the payment provisions of applicable rate schedules, riders, rules, regulations, and terms and conditions of the Contractor as may be modified, amended, and supplemented by the contract, and approved by the public regulatory authority. The Government shall be entitled to any discounts customarily applicable to the computation and payment of the bills of any customer of the Contractor similarly situated to the Government. The Government shall be responsible for payments of utility charges rendered pursuant to its respective written Schedule.



- (b) Payments hereunder shall not be made in advance of services rendered. The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 U.S.C. 1801), is applicable to payments under this Contract and requires the Government to pay the Contractor interest on overdue payments and improperly taken discounts. Payments shall be made in accordance with this Act pursuant to Contract Clause 52.212-4 (i)(2) "Prompt Payment," unless payment terms and late payment penalties have been established by other governmental authority (e.g., tariffs).

5. MEASUREMENT OF SERVICES SUPPLIED

- (a) All sewer services furnished by the Contractor shall be measured by suitable metering equipment of standard manufacture to be furnished, installed, maintained, calibrated, and read by the Contractor at its expense. In the event any meter fails to register or registers incorrectly the services rendered there through, the parties shall, after considering all the evidence available from the Contractor's and the Government's records, agree upon the length of period during which such meter failed to register or registered incorrectly and the quantity delivered there through during such period and, upon agreement, an appropriate adjustment based thereon shall be made in Government bills. For the purpose of the preceding sentence, any meter which registers not more than two percent (2%) slow or fast shall be deemed correct.
- (b) The Contractor, so far as possible, shall read all meters at periodic intervals of approximately thirty (30) days, unless designated otherwise under the rate schedules.

6. METER TESTS

All meters shall be installed and inspected upon installation at the expense of the Contractor, in the same manner as meters are installed and inspected for other customers of a similar class of the Contractor using similar services. Subsequent inspection, periodic testing, repair, and replacement of meters shall be done at the Contractor's expense in such place and manner as are also provided for other such customers of the Contractor. Whenever any meter shall be found to be defective, it shall be replaced or repaired immediately. The Government shall have the right to request that a special meter test be made at any time. If any test made at the Government's request discloses that the meter tested is registering within two percent (2%) of normal, the agency shall bear the expense of such test. The expense of other tests shall be borne by the Contractor. In any event, at its option, the Government may, subject to arrangement satisfactory to the Contractor and at the Government's expense, have such meter or meters as it deems inaccurate tested by the National Bureau of Standards, the findings of which shall be conclusive.

7. CONTRACTOR'S EQUIPMENT

- (a) Unless otherwise provided in the Schedule, the Contractor, at its expense, shall furnish, install, and maintain all facilities required to supply services to, and measure such services at, the delivery point specified in the Schedule.
- (b) The Contractor shall, at its expense, obtain all rights of way and easements, and

such other rights necessary to permit it to perform under this contract.

- (c) The Government shall in no event be liable or responsible for damage to any person or property directly occasioned through the Contractor's use or operation of its facilities, or through other actions of the Contractor, its employees, or agents in performing under this Contract; provided, however, that the Contractor shall not be liable or responsible for the negligent actions of the Government, its employees, or agents.

8. RESERVED

9. CANCELLATION PROVISIONS

Should DOE decide, prior to the period of performance of the contract, to terminate the contract for its convenience, in whole or in part, or should the project be otherwise cancelled, abandoned, indefinitely delayed or substantially reduced in size due to requirements of any other agency or authority, DOE will not be liable to pay any cancellation charge.

10. IN SERVICE DATE AND SCHEDULING REPORTING REQUIREMENTS

It is understood that the facilities constructed by COF in order to meet the service requirements of this contract will be owned and operated by COF and integrated into the COF system, and that COF is not in any way acting as an agent or the Construction Contractor for the Government.

COF will make all reasonable efforts to have construction of the 4-inch line completed within the specified period of performance to supply the Bryan Mound site with sewer.

If so directed by DOE, COF will take any action necessary to accelerate the engineering and procurement cycle of the construction schedule. Costs associated with any such DOE authorized action will be paid for by the Government, and would be made part of the contribution-in-aid-of construction set out in Number 12 by modification of this contract.

COF will maintain project costs as the job progresses and report monthly to DOE costs incurred for the prior accounting closeout period, and the projected estimate at completion.

11. CONTRIBUTION-IN-AID-OF-CONSTRUCTION

The DOE has requested service for approximately 85,000 gallons per month of effluent of sewerage at Bryan Mound storage facility.

DOE agrees to pay a contribution-in-aid-of construction in an estimated amount as stated below:

Since the Government will be making a contribution in aid of construction for the new pipeline and associated upgrades to COF's facility, the said pipeline and associated upgrades shall be dedicated to the Government for the life of such facilities. In the event the subject pipeline is utilized in the future for service to new commercial

customer(s), including new residential development, then the Government will be credited or refunded an amount equal to the depreciated original cost borne by the Government times the rate of gallons per month used to serve other than the Government divided by the total demands on these facilities.

In the event the subject pipeline is utilized in the future for single residential and/or residential type, tie-ins, then the Government will received on each such tie-in the following consideration:

- (a) Credit back to the Government on the connection fee in the amount of \$50.00.
- (b) Credit back to the Government on its monthly sewer maintenance (tariff) in the amount of \$0.

The total credit to the Government from (a) and (b) above shall not exceed \$50.00.

12. PAYMENT OF CONTRIBUTION-IN-AID-OF-CONSTRUCTION

For providing the services as set forth in this contract, the Government shall pay to COF a contribution-in-aid-of-construction covering the project facilities described in Section C. Payment for such facilities shall be the cost determined by the Contracting Officer to be allowable (hereinafter referred to as "allowable cost") in accordance with Subpart 1-15.2 of the Federal Procurement Regulations (41 Code of Federal Regulations (CFR) 1-15.2) as supplemented by 9-15.2 (41 CFR 1-15.2) and the terms of this contract.

Payments shall be made to COF when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contracting Officer. COF may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as such representative may require, an invoice or public voucher supported by a statement of cost for the performance of the work covered by the contribution-in-aid-of-construction and claimed to constitute allowable cost. For this purpose, the term "costs" shall include only those recorded costs which result, at the time of the request for reimbursement, from payment by cash, check, or other form of actual payment for items or services purchased directly for the work covered by the contribution-in-aid-of-construction, together with (when COF is not delinquent in payment of costs of contract performance in the ordinary course of business) cost incurred, as is shown by records maintained by the COF for purposes of obtaining reimbursement under Government contracts plus the amount of progress payments which have been paid to the COF subcontractors under similar cost standards.

Promptly after receipt of each invoice or voucher and statement of cost, the Government shall, except as otherwise provided in this contract, make payment thereon as approved by the Contracting Officer.

At any time or time prior to final payment under this contract the Contracting Officer may have the invoices or vouchers and statements of cost audited. Each payment theretofore made shall be subject to reduction for amounts included in the related invoice or voucher which are found by the Contracting Officer, on the basis of such audit, not to constitute allowable cost. Any payment may be reduced for overpayments, or increased for underpayments, on preceding invoices or vouchers.

On receipt and approval of the invoice or voucher designated by the COF as the "completion invoice" and upon compliance by the COF with all the provisions of this contract as they relate to the work covered by the contribution-in-aid-of-construction, the Government shall promptly pay to the Contractor any balance of allowable cost, which has been withheld or otherwise not paid to COF. The completion invoice or voucher shall be submitted by COF promptly following completion of the work covered by the contribution-in-aid-of-construction but in no event later than one (1) year (or such longer period as the Contracting Officer may in his discretion approve in writing) from the date of such completion.

COF agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor or any assignee under this contract shall be paid by COF to the Government, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract. Reasonable expenses incurred by the Contractor for the purpose of securing such refunds, rebates, credits, or other amounts shall be allowable costs hereunder when approved by the Contracting Officer. Prior to final payment under this contract, COF and each assignee under this contract whose assignment is in effect at the time of final payment under this contract shall execute and deliver:

- (a) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including any interest thereon) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and
- (b) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under the work covered by the contribution-in-aid-of-construction, subject only to the following exceptions:
  - (1) Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by COF.

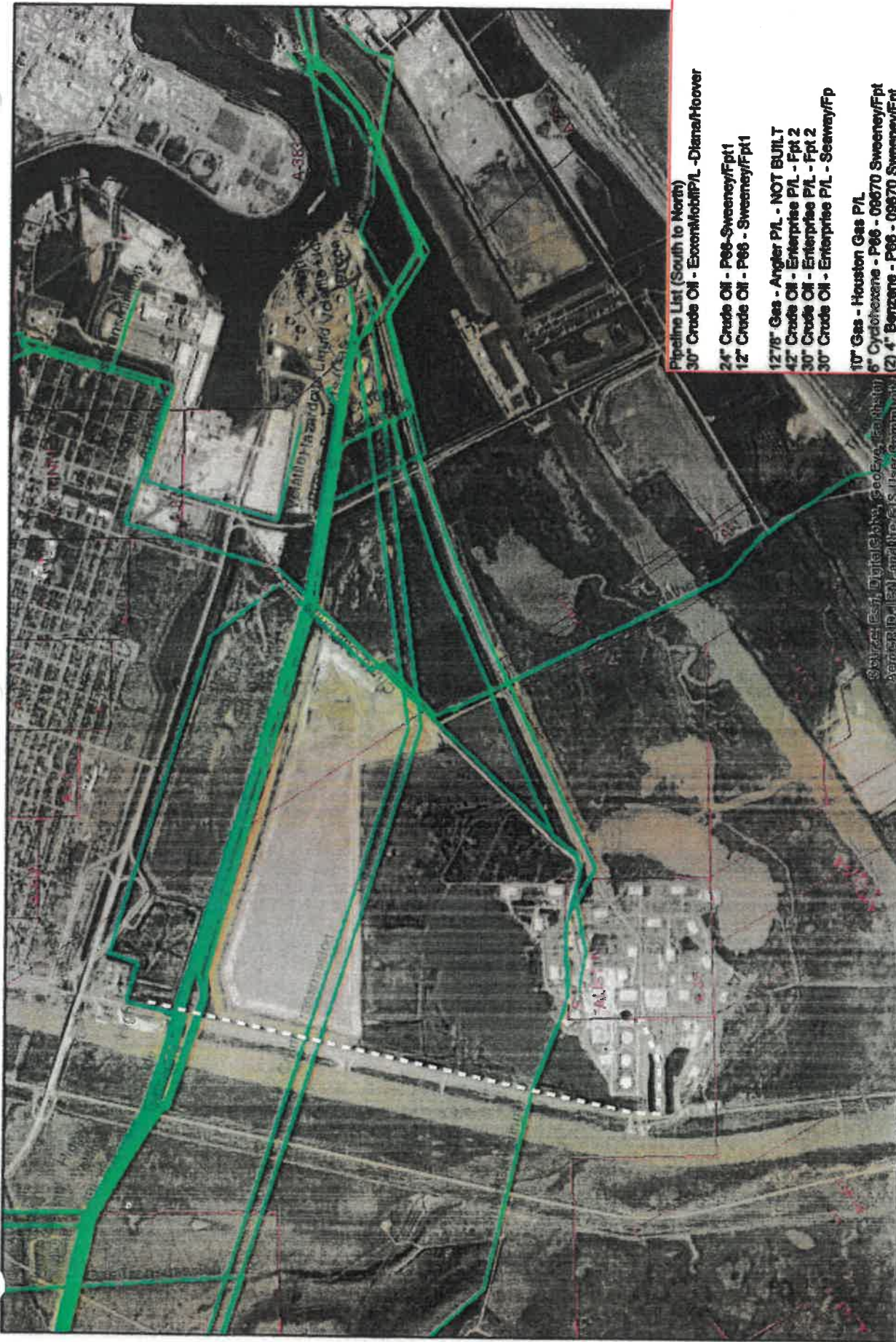
### 13. LIMITATION OF COST

It is estimated that the total cost to the Government for the contribution-in-aid-of-construction, will not exceed \$500,000 and COF agrees to use its best efforts to perform the work covered by the contribution-in-aid-of-construction within such estimated cost. If, at any time COF has reason to believe that the costs which it expects to incur in the performance of such work in the next succeeding sixty (60) days, when added to all costs previously incurred, will exceed seventy-five percent (75%) of the estimated cost of the contribution-in-aid-of-construction then set forth in this contract or if, any time, COF determines that the total cost to the Government for the performance of the work covered by the contribution-in-aid-of-construction, will be greater or substantially less than the then estimated cost, COF shall notify the contracting Officer in writing to that effect, giving the revised estimate of such total cost for the performance of such work.

Except as required by other provisions of this contract specifically citing and stated to be an exception from this clause, the Government shall not be obligated to reimburse for costs incurred for the work covered by the contribution-in-aid-of-construction in excess of the estimate cost set forth in this contract for such work, and COF shall not be

obligated to continue performance under this contract (including actions which would exceed this ceiling price limitation under the cancellation Number.9) or otherwise to incur costs in excess of the estimated cost set forth in this contract unless and until the contracting Officer shall have notified COF in writing that such estimated costs have been increased and shall have specified in such notice a revised estimated cost which shall there upon constitute the estimated cost of performance for the work covered by the contribution-in-aid-of-construction. No notice, communication, or representation in any other form or from any person other than the Contracting Officer shall affect the estimated cost for work covered by the contribution-in-aid-of-construction. In the absence of the specified notice, the Government shall not be obligated to reimburse COF for any costs in excess of the estimated cost set forth in this contract, whether those excess costs were incurred during the course of this contract or as a result of termination. When and to the extent that the estimated cost set forth in this contract has been increased, any costs incurred by COF in excess of the estimated cost prior to such increase shall be allowable to the same extent as if such costs had been incurred after the increase; unless the Contracting Officer issues a termination or other notice and directs that the increase is solely for the purpose of covering termination or other specified expenses.



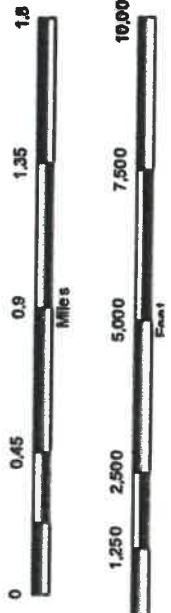


- Pipeline List (South to North)**
- 30" Crude Oil - Exxon/Mobil/P/L - Diana/Hoover
  - 24" Crude Oil - P66-Sweeney/Fpt1
  - 12" Crude Oil - P66 - Sweeney/Fpt1
  - 12/15" Gas - Angler P/L - NOT BUILT
  - 42" Crude Oil - Enterprise P/L - Fpt 2
  - 30" Crude Oil - Enterprise P/L - Fpt 2
  - 30" Crude Oil - Enterprise P/L - Seaway/Fp
  - 10" Gas - Houston Gas P/L
  - 6" Cyclohexane - P66 - 06670 Sweeney/Fpt
  - (2) 4" Benzene - P66 - 06670 Sweeney/Fpt
  - 6" NGL - Chevron P/L - DAC Sweeney/Fpt
  - 8" Distillate - P66 - 04052 - Replacement
  - 6" Xylene - P66 04052
  - 10" NGL - P66 - Sweeney Seagass/Fpt
  - 16" NGL - P66 - 05687 - Clemens/Fpt - Idle

Source: Esri, DigitalGlobe, GeoEye, Earthstar, **Aerial**, **IGN**, and the GIS User Community

March 27, 2017

1 inch = 3,009 feet



PREPARED BY:  
**RAILROAD COMMISSION OF TEXAS**  
 P.O. BOX 12867  
 AUSTIN, TX 78711-2867

**NOTICE/DISCLAIMER:** Mapping data sets are provided for informational purposes only. These data sets are continuously being updated and refined. Users are responsible for checking the accuracy, completeness, currency and/or suitability of these data sets themselves. This is not a survey grade product and should not be used to define or establish survey boundaries.



## City Council Agenda Item #6

**Title:** Consideration and possible action on approval of a Resolution 2019-2592 authorizing the conveyance of land near Bryan Beach back to Texas Parks and Wildlife Department and re-conveying land from Texas Parks and Wildlife Department back to the City of Freeport.

**Date:** 06/17/2019

**From:** Tim Kelty, City Manager

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**Staff Recommendation:** Staff recommends approval of the resolution.

**Item Summary:** The resolution authorized the reconveyance of land around Bryan beach back to the Texas Parks and Wildlife Department, contingent upon TPWD re-conveying part of the land back to the City of Freeport.

**Background Information:** In 2005 the Texas Parks and Wildlife Department gave the city for free Deed Without Warrantee on an 878 acre tract of land at the Brazos river along Bryan Beach, for use as public parkland. The only stipulation was that the city use the land for public parkland in perpetuity. Under the terms of the agreement the land would revert to TPWD if the City failed to do so. The issue arose because the rear 355 acres of the site has been used as a dredge disposal site for the US Army Corps of Engineers (USACE) in maintenance of the Gulf Intercostal Waterway. With the recent expiration of their agreement to use it as such, Texdot has been working with TPWD for the acquisition of that site as a permanent dredge disposal site. According to TPWD since the city has allowed the dredge disposal to continue and not maintained that area as a Public Park it is subject to reversion to them.

**Special Considerations:** TPWD has said that if the city agrees to voluntarily convey the 355 acres back to them (Not requiring them to take legal action) they would re-convey the front 523 acres, and has recognized in the attached letter that the current use of that area qualifies as such use.

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

**Supporting Documentation:** Resolution 2019-2592 and letter from TPWD



**RESOLUTION NO. 2019-2592**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, MAKING FINDINGS OF FACT; AUTHORIZING THE MAYOR TO SIGN AND THE CITY SECRETARY TO ATTEST A DEED WITHOUT WARRANTY CONVEYING THE PROPERTY DESCRIBED HEREIN FROM THE CITY OF FREEPORT TO THE TEXAS PARKS AND WILDLIFE DEPARTMENT AND ACCEPTING A CONVEYANCE OF OTHER PROPERTY DESCRIBED HEREIN FROM THE TEXAS PARKS AND WILDLIFE DEPARTMENT TO THE CITY OF FREEPORT; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THIS RESOLUTION SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

WHEREAS, the City of Freeport, Texas, is a Home Rule City located in Brazoria County, Texas, has received real property in the area known as Bryan Beach from the Texas Parks and Wildlife Department (TPWD) through a 2005 Deed Without Warranty and a 2010 Correction Deed Without Warranty (collectively referred to as "conveyances"), such conveyances being recorded in the Official Records of Brazoria County, Texas as Document #2005009436 and Document #2010009884, respectively. The conveyances transfer approximately 878 acres of land previously known as Bryan Beach State Park and are depicted in the map attached hereto as Exhibit A.

WHEREAS, TPWD transferred this land to the City of Freeport without compensation and subject to reversion of ownership to TPWD, should the land not be used for public park purposes.

WHEREAS, an approximate 355-acre portion of the 878 acres conveyed to the City of Freeport as Bryan Beach State Park, and known as Placement Area 88 (PA 88), which is more fully described in Exhibit B, attached hereto, following the conveyance to the City of Freeport, has continued, to be used, as it had prior to such conveyance, under agreement with TPWD by the United States Army Corps of Engineers (USACE), as a Gulf Intracoastal Waterway dredge disposal site or placement area since at least the 1940s.



**WHEREAS**, according to TPWD, the 355 acre portion has not been used by the City of Freeport for public park purposes and therefore according to the reversionary clause in the TPWD deed to the City of Freeport, ownership of the 355 acres known as PA 88 reverts back to TPWD.

**WHEREAS**, the Texas Department of Transportation (TXDOT) is the non-federal sponsor of the Gulf Intracoastal Waterway and is responsible for acquiring lands, easements, and right of ways associated with placement areas.

**WHEREAS**, TPWD is working with TXDOT to effectuate the reversion of ownership of and obtain clear title to PA 88 to allow conveyance to and continued use by USACE as a Gulf Intracoastal Waterway dredge disposal site.

**WHEREAS**, upon a conveyance of the 353 acres known as PA 88 and described in Exhibit B by the City of Freeport to TPWD, TPWD has agreed to contemporaneously re-convey to the City of Freeport, subject to public park purposes, the remaining approximately 523 acres out of the 878 acres depicted in the map attached hereto as Exhibit C.

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

First, upon TPWD agreeing to convey and conveying by Deed Without Warranty by TPWD the approximately 523 acres depicted in the map attached hereto as Exhibit C to the City of Freeport, and that the City of Freeport is authorized to accept such Deed Without Warranty, the Mayor of the City of Freeport is hereby authorized to execute and the City Secretary to attest a Deed without Warranty conveying any interest the City may have in the approximately 355-acre PA 88 tract, more fully described in Exhibit B, to TPWD.

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 ordinance 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.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_ 2019.

**CITY OF FREEPORT, TEXAS**

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Troy T. Brimage, Mayor  
City of Freeport, Texas

**ATTEST:**

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Laura Tolar, Acting City Secretary  
City of Freeport

Approved as to Form only:

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Wallace Shaw, City Attorney  
City of Freeport TX



## City Council Agenda Item #7

**Title:** Consideration and possible action on Resolution 2019-2593 authorizing the Mayor to sign an agreement with the City of Surfside Beach for the sale of potable water.

**Date:** 06/17/2019

**From:** Tim Kelty, City Manager

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**Staff Recommendation:** Staff recommends Approval of the Resolution.

**Item Summary:** The City of Surfside Beach approached the City of Freeport requesting to purchase potable water from the City of Freeport. The proposed agreement would allow Surfside to purchase up to 5 Million gallons a month from Freeport. Surfside would be responsible for construction and all cost associated with new infrastructure necessary to convey the water to their system. They would pay the City of Freeport on a monthly basis based upon the volume of water they received. Under the agreement the city would charge them a surcharge of 10% over what we are charged for the water from Brazosport Water Authority (BWA). The amount charged would automatically increase in accordance with any future increases by BWA.

**Background Information:** Currently the City of Surfside provides groundwater to their customers from well sources within their city. TCEQ is requiring that they transition to a blended system which requires them to blend their ground water with equal parts surface water. The City of Freeport is the closest system for them to cost effectively tie into and acquire water.

**Special Considerations:** The City of Freeport is a member of and buys surface water from the of the BWA. BWA membership is limited to Freeport, Lake Jackson, Clute, Richwood, Brazoria, Angleton, and Oyster Creek. Under our existing contract based upon their individual water needs, the 7 cities each pays a flat amount per month and has access to a contracted amount of water each month. Last year we had surplus water of more than 13 million gallons per month, that could have been sold that went unused. Under this contract we will actually earn a 10% mark up on the surplus sold to surfside and still have plenty of cushion in case demand is higher.

**Board or 3<sup>rd</sup> Party recommendation:** The agreement was reviewed by legal council and Veolia Water. Also staff consulted with our BWA rep and confirmed their support for the sale.

**Supporting Documentation:** Resolution 2019-2593, Agreement

**RESOLUTION NO. 2019-2593**

**A RESOLUTION OF THE CITY OF FREEPORT, TEXAS, AUTHORIZING THE MAYOR TO SIGN AND THE CITY SECRETARY TO ATTEST AN AGREEMENT FOR THE SUPPLY AND FURNISHING OF POTABLE WATER TO THE VILLAGE OF SURFSIDE BEACH, TEXAS; PROVIDING A SEVERANCE CLAUSE, AND PROVIDING THAT THIS RESOLUTION SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION**

**WHEREAS**, the City of Freeport, Texas, hereinafter sometimes "Freeport," a "Home Rule City" and the Village of Surfside Beach, hereinafter called "Surfside Beach", is a Type A general law city both located in Brazoria County, Texas, desire to enter into an agreement for the sale of potable water from Freeport to Surfside; and,

**WHEREAS**, Freeport and Surfside Beach are authorized under Chapter 791 of the Government Code of Texas to enter into contracts with each other for governmental functions and services; and,

**WHEREAS**, the City Council of Freeport and the Board of Aldermen of Surfside Beach have each determined and Freeport does here now declare that the adoption of this resolution is beneficial to the health, safety and general welfare of inhabitants of both cities.

**WHEREAS**, Freeport owns and is licensed by the State of Texas to operate a public water system for the furnishing of potable water to its residents, and may sell water to another jurisdiction, similarly licensed, for the sale to its own customers.

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

First, The Mayor is authorized to sign and the city secretary to attest, the agreement with the City of Surfside Beach for the sale of potable water under the terms and conditions presented in the agreement.

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 ordinance 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.

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

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

ATTEST:

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

APPROVED AS TO FORM ONLY:

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

C:Freeport.Rsl/Surfside Water Agmt

**AGREEMENT BETWEEN THE CITY OF FREEPORT AND THE VILLAGE OF  
SURFSIDE BEACH FOR THE SUPPLY AND PURCHASE OF DRINKING WATER**

**STATE OF TEXAS           §  
  §  
COUNTY OF BRAZORIA §**

This agreement and made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Freeport, Brazoria County, Texas, an incorporated home rule municipality (hereinafter “Freeport”) and the Village of Surfside Beach, Brazoria County, Texas, an incorporated Type A general law city (hereinafter “Surfside”); whereby in consideration of the mutual covenants and stipulations contained herein, the parties to this agreement, mutually agree to the following:

**WHEREAS**, the City of Freeport and the Village of Surfside Beach are authorized under Chapter 791 of the Texas Government Code to enter into contracts with one another for governmental functions and services;

**WHEREAS**, Freeport owns and operates a public water system for the supply of drinking water, as licensed and regulated by the Texas Commission on Environmental Quality, (hereinafter “TCEQ”) pursuant to 30 Texas Administrative Code Chapter 290 et. seq. The purpose of this Agreement is to set forth the terms for Freeport to supply and Surfside to purchase drinking water from the Freeport public water system;

**WHEREAS**, both Cities find that the subject of this Agreement is necessary to preserve the health and welfare of the Public and that each party has the legal authority to enter into this Agreement. Further, that both parties have the legal authority to perform the governmental and service functions required by this Agreement.

**WHEREAS**, all legal conditions precedent have occurred prior to the execution of this Agreement, including approval by the city councils of each respective party, after public notice and hearing, and compliance with the Texas Open Meetings Act;

**WHEREAS**, both Cities find that performance under this Agreement is in the common interest of both parties and its citizens;

**NOW, THEREFORE, BE IT RESOLVED** that the City of Freeport and the Village of Surfside Beach, pursuant to Chapter 791 of the Texas Government Code, each acting through their respective governing bodies, do hereby enter into this Agreement for the Supply and Purchase of Drinking Water

#### **ARTICLE 1 - RECITALS**

All recitals and preambles hereinabove stated are found to be true and correct and are incorporated herein and made part of this Agreement.

#### **ARTICLE 2 - LIAISON OFFICERS**

Each city shall appoint, by council resolution, a liaison officer for the purpose of providing a means of communications between the two parties on any subject concerning the provisions of this Agreement. A copy of the resolution appointing a liaison officer, shall be provided to the other city. It shall be the duty of these liaison officers to exchange information and nothing herein shall be construed to give these officers any authority to bind the parties.

#### **ARTICLE 3 - OWNERSHIP OF LINES AND FACILITIES**

Freeport is the exclusive owner of the Freeport public water distribution system contained within its territorial limits, including but not limited to all water wells, water treatment facilities, water storage tanks, pumps and transmission lines up and to the Point of Delivery of water to the

Transfer Water Meter. Freeport agrees to maintain all portions of the Freeport system described above.

Surfside is the exclusive owner of the Surfside public water distribution system contained within its territorial limits, including but not limited to all water wells, water treatment facilities, water storage tanks, pumps and transmission lines beginning at Transfer Water Meter forward into Surfside. Surfside agrees to maintain all portions of the Surfside system described above.

#### **ARTICLE 4 - CONSTRUCTION OF CONNECTING SYSTEM**

Surfside shall be responsible to obtain all necessary rights-of-way, easements, or land ownership from the location(s) set forth in Exhibit A. Further, Surfside shall be responsible to engineer, design, and construct all infrastructure necessary to deliver water to the Surfside System to effect the purpose of this Agreement.

#### **ARTICLE 5 - TRANSFER WATER METER**

A Water Meter, (hereinafter Transfer Meter), shall be installed at the point of delivery of drinking water from the Freeport system into the Surfside system. The location of the Transfer Meter, and the transition point from the Freeport system to the Surfside system shall be located at the location set forth in Exhibit A, attached to this agreement. Purchase, installation and maintenance of the Transfer Meter shall be the exclusive responsibility of Surfside. The Transfer Meter shall be owned by Surfside and shall be included as part of the Surfside system. Specifications of the Transfer Meter agreed to by the parties is attached as Exhibit A, which is fully incorporated herein by reference.

Personnel of Freeport and Surfside shall have equal access to the Transfer Meter for the purpose of taking meter readings. Personnel of Freeport and Surfside shall also have equal access to the Point of Delivery for the purpose of taking water samples for testing purposes.



Surfside shall be responsible for maintenance, repair and replacement of the Transfer Meter.

## **ARTICLE 6 - PURCHASE AND SALE OF WATER**

Contract Quantity of Water. Subject to the terms and conditions of this Contract, Freeport agrees to sell and deliver to Surfside, and Surfside agrees to take and pay for the Contract Quantity of Water specified in Exhibit B.

### Increases in Contract Quantity.

(a) Surfside agrees that any Excess Contract Quantity of Water shall be available to Surfside only when the contractual obligations of Freeport to meet the actual needs of and usage by the other entities or persons currently purchasing water from Freeport have been satisfied.

(b) In the event of a default by Surfside and a termination of its rights under this Contract, its Contract Quantity of water shall be available to Surfside until the effective date of such termination.

(c) If the System Capacity of the Authority is increased at any time due to construction of an additional Project, on request of Customer, Freeport agrees to request the Authority to increase Freeport's Contract Quantity of Water in order to meet increased needs of Surfside for water.

(d) Any increase or decrease in the Contract Quantity of Water of Surfside shall be reflected by amendment to Exhibit B hereof.

(e) Surfside understands that, under its contract with the Authority, Freeport's Contract Quantity of Reserve Capacity of the water produced by the Authority may be decreased at any time by an amount equal to the quantity of water which any other financially responsible Participating Customer is willing to contract for from Authority under the terms and conditions of the Water Supply Contracts with its Participating Customers; and that any decrease in Freeport's

Quantity of Reserve Capacity Water shall reduce the amount of water that will be available for an increase in the Contract Quantity of Water of Surfside under this Contract..

Price of Water.

(a) Surfside understands that the water rates charged Freeport by Authority are based on the price paid for water by Participating Customer in their Water Supply Contracts and that the Authority is contractually obligated to never sell water to any other class of customers at a lower price than the price paid by Participating Customers.

(b) Freeport and Surfside agree that the AContract Quantity of Water@ will be the normal usage demanded by Surfside. However, if in the future System Capacity of the Authority is allocated among the Participating Customers in such manner that Freeport's Contract Quantity of Water designated in its contract with the Authority cannot be supplied without encroaching upon the Contract Quantities allocated to other Participating Customers, Freeport may, in its discretion, with thirty (30) days prior written notice by certified mail, return receipt requested, deny Surfside all or part of its Contract Quantity of Water by mechanical means.

(c) In the event of a water shortage, Freeport agrees that Surfside shall be treated the same as the Participating Customers of the Authority in accordance with the Authority's Drought Contingency Plan unless by legislative mandate Surfside is required to be treated differently than the Participating Customers of Authority even though Surfside is entering this Contract prior to the adoption of such legislation.

**ARTICLE 7 - BILLING AND PAYMENT FOR SERVICES**

On the last weekday of each month, Freeport and Surfside shall each take a reading of the amount of drinking water delivered to Surfside, as reflected by the Transfer Meter. Each month, Freeport shall submit to Surfside a statement for the amount of drinking water delivered to

Surfside, as reflected by the Transfer Meter, by the 20<sup>th</sup> day of each month. Surfside shall tender payment to Freeport within 20 days of receipt of the invoice from Freeport.

Freeport agrees to deliver the volume of drinking water and Surfside agrees to pay the following rates as set forth in the schedule attached at Exhibit B.

#### **ARTICLE 8 - TEMPORARY DISRUPTION OF SERVICE**

Freeport agrees to only temporarily disrupt the delivery of drinking water to Surfside and then only after first notifying the Liaison Officer of Surfside. Any disruption shall only be for repairs to and maintenance of the Freeport System. Provided, however, such temporary disruption shall not cause the payments required to be made by Surfside to be abated in whole or in part.

#### **ARTICLE 9 - TERM OF AGREEMENT**

The original term of this Agreement shall be for a period of ten (10) years. This Agreement shall automatically renew for successive five (5) year terms upon the expiration of the original term, unless written notice is provided that a party does not wish to renew the Agreement. Notice by a party of Non-Renewal, must be made in writing and delivered to the Liaison Officer of the other City at least 180 days prior to the expiration of the original term, or renewal term. Non-Renewal may only be made upon resolution approved by the City Council of the city seeking such Non-Renewal, and a copy of such resolution shall be included in the notice of early termination. The adoption of any subsequent agreement shall be a separate act.

#### **ARTICLE 10 - EARLY TERMINATION**

Either party may terminate this agreement at will, in their sole discretion and without showing of any cause by providing notice at least 365 days prior to the date of proposed termination. Notice of Early Termination must be made in writing and delivered to the Liaison

Officer of the other City. Early Termination may only be made upon resolution approved by the City Council of the city seeking such termination, and a copy of such resolution shall be included in the notice of early termination.

#### **ARTICLE 11 - RESPONSIBILITY AND LIABILITY**

It is understood and agreed that the public water distribution system of the respective cities shall be under the operation of the respective cities and under the terms of this Agreement. Any failure of either city to comply with the rules and regulations of any regulatory authority shall not be a liability on the other city except that Freeport agrees that the quality of all water transferred to Surfside shall comply with the rules and regulations of all regulatory authorities.

#### **ARTICLE 12 - AMENDMENTS**

Any amendment to this Agreement shall be made in writing and on the approval of the governing body of each City.

#### **ARTICLE 13 - FORCE MAJUERE**

If by any reason of Force Majeure either party hereto shall be rendered unable wholly or in part, to carry out the obligations under this Agreement, then such party shall give notice and a specific recitation of facts of such Force Majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon. The obligation of the party, so far as it is affected by such Force Majeure, shall be suspended only during the continuance of the inability then claimed, under the condition of due diligence to mitigate the inability to perform the obligation.

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts or industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, or the State of Texas, or any civil or military authority, (exclusive of the parties of this

Agreement), insurrection, riots, epidemics, storms, natural disasters, and other actions or causes not reasonably within the control of the party claiming such inability. It is understood and agreed that storms, flooding, hurricanes, and other natural disasters shall not be considered Force Majeure if the inability to perform is caused by poor engineering, maintenance or design of the public water system.

It is specifically expected and provided, however, that in no event shall any Force Majeure relieve either city of its obligations to make payments as required under this Agreement.

#### **ARTICLE 14 - DEBT**

Any debt, either long term or short term, incurred by reason of ownership of real or personal property shall be the responsibility of the party incurring the debt, and shall not be a liability of the other city.

#### **ARTICLE 15 - DEFAULT AND REMEDIES**

Default. The following shall be considered a default under this Contract: (a) the failure of Surfside to make any monetary payment when due under this Contract and such failure is continuing; or (b) the failure of either party to perform and observe in a timely manner any non-monetary obligations or covenants contained in this Contract and such failure is not cured within fifteen (15) days after notice, specifying such default, is given to the nonperforming party by the other party; provided, however, that if the nonperformance cannot reasonably be cured within fifteen (15) days, then no default shall occur if, and as long as, the party has initiated all remedial action reasonably possible within the fifteen (15) days period and thereafter continues diligently to remedy the failure.

Remedies Upon Default. (a) It is not intended hereby to specify (and this Contract shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies (other than termination subject to the provisions of Section 6.2(b)) existing at law or in equity may be availed of by either party and shall be cumulative. Recognizing, however, that Freeport's undertaking to provide and maintain services as provided herein is an obligation, failure in the performance of which cannot be adequately compensated in money damages alone, Freeport agrees, in the event of any default on its part, that Surfside shall have available to it the equitable remedy of specific performance in addition to any other legal or equitable remedy which may also be available to Surfside.

(b) If a monetary default shall occur and be continuing, Freeport shall have the right to cease delivery of water under this Contract by giving to Surfside ninety (90) days advance written notice of the effective date of such cessation. Such cessation, however, shall not be effective if prior to effective date of cessation Surfside shall have duly paid such bill and the interest accrued thereon. In addition, Freeport shall have the right to terminate all of the other rights of Surfside, if any, including the right of Surfside to receive delivery of water hereunder.

(c) Freeport may commence suits, actions or proceedings, at law or in equity, including suits for specific performance as may be necessary or appropriate to enforce the obligations of Surfside under this Contract.

Section 6.3. No Additional Waiver Implied. No waiver or waivers of any breach or default (or any breaches or defaults) by either party hereto of any term, covenant, condition, or liability hereunder, or of performance by the other party of any duty or obligation hereunder, shall

be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstance.

#### **ARTICLE 16 - CONTINUING DUTY TO PERFORM**

Breach by one party shall not relieve the other party from continued performance of their duties under this Agreement. Both parties shall continue to perform their duties under this Agreement during the course of resolution of any difference or dispute arising between the parties. Freeport shall not cease to deliver drinking water to Surfside, and Surfside shall not cease making payments to Freeport as invoiced according to the volume recorded by the Transfer Meter. The parties shall not be relieved of their duties to perform under this Agreement unless and until one of the following occurrences:

1. Modification or Amendment of this Agreement in writing, as approved by the governing body of each City;
2. End of the Term of this Agreement;
3. Termination of this Agreement upon proper notice;
4. Order or Judgment by a Court of competent jurisdiction.

The parties are entitled to seek injunctive relief to compel the other party to continue performance until a final resolution is obtained.

#### **ARTICLE 17 - RECORDS**

Freeport and Surfside each agree to preserve its books, records, test data, charts and other records relating to the operation of their public water distribution systems, including readings, maintenance, and/or malfunctions of the water meter, and other records as may be required by any regulatory authority for a period of five (5) years. Each party shall have the right at all reasonable business hours to examine the books, records, correspondence, and other records to

the extent necessary to verify the accuracy of any statement, computation, or billing, and to determine the operational data of the other party's public water distribution system. Any necessary adjustment in such billings shall be promptly made; provided that no adjustment for any billing under this Agreement shall be made after two (2) years from its rendition. It is agreed and understood that duplication of any records by either party shall be at the standard rates of charge for the party requesting such duplicate information.

#### **ARTICLE 18 - DEFAULT**

In the event of default by either party, after compliance with Article 14, other remedies, other than termination of this Agreement or suspension of water delivery, existing at law or in equity, including specific performance and mandamus, shall be available to either party.

#### **ARTICLE 19 - DISCRIMINATION**

No one, on the grounds of race, creed, color, national origin, disability, age or gender shall be subject to discrimination in the performance of this Agreement.

#### **ARTICLE 20 - MISCELLANEOUS**

**Venue and Choice of Law:** Venue for any lawsuit involving this Agreement shall be in Brazoria County, Texas and is governed by the Laws of the State of Texas.

**Entire Agreement:** This Agreement and the attached Exhibits constitute the entire Agreement and all negotiations and understandings between the parties regarding the sharing of contracted services are contained herein. The terms and conditions of this Agreement specifically replace, and supersede any prior discussions, terms, documents, correspondence, conversations or other written or oral understanding not contained herein or specifically adopted by reference to the nature of this Agreement.





**Article and Section Headings:** The Article and Section Headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this agreement.

#### **ARTICLE 21 - ADOPTION AND EFFECTIVE DATE**

This Agreement shall become effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, after each of the parties hereto have passed, approved and adopted a resolution passed by the governing bodies of each City, specifically agreement to the terms within this Agreement, and further directing the Mayor and City Secretary to sign this Agreement on behalf of their respective City.

Further, that upon execution of this Agreement in duplicate originals, certificates of posting of agendas, certified copies of minutes of the City Council meetings of each of the cities at which this Agreement was discussed or action taken upon this Agreement be attached as Exhibits to this Agreement.

- EXHIBIT "A"            Transfer Water Meter Location
- EXHIBIT "B"            Quantity of Water and Rate Schedule
- EXHIBIT "C"            Certificates of Agenda Posting; Freeport Council Meetings.
- EXHIBIT "D"            Certified copies of Minutes of Freeport City Council.
- EXHIBIT "E"            Certified copy of Resolution authorizing adoption of Agreement by Freeport City Council.
- EXHIBIT "F"            Certificates of Agenda Posting; Surfside Council Meetings.
- EXHIBIT "G"            Certified copies of Minutes of Surfside City Council.
- EXHIBIT "H"            Certified copy of Resolution authorizing adoption of Agreement by Surfside City Council.

Mutually agreed and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
The Honorable Troy Brimage, Mayor  
City of Freeport, Texas

\_\_\_\_\_  
The Honorable , Larry Davison, Mayor  
Village of Surfside Beach, Texas

ATTEST:

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

\_\_\_\_\_  
Amanda Davenport, City Secretary

**EXHIBIT B**

**TO**  
**FREEPORT/SURFSIDE WATER SUPPLY CONTRACT**

The City of Freeport, Texas agrees to deliver the following quantities of water to the Village of Surfside Beach, Texas County as follows:

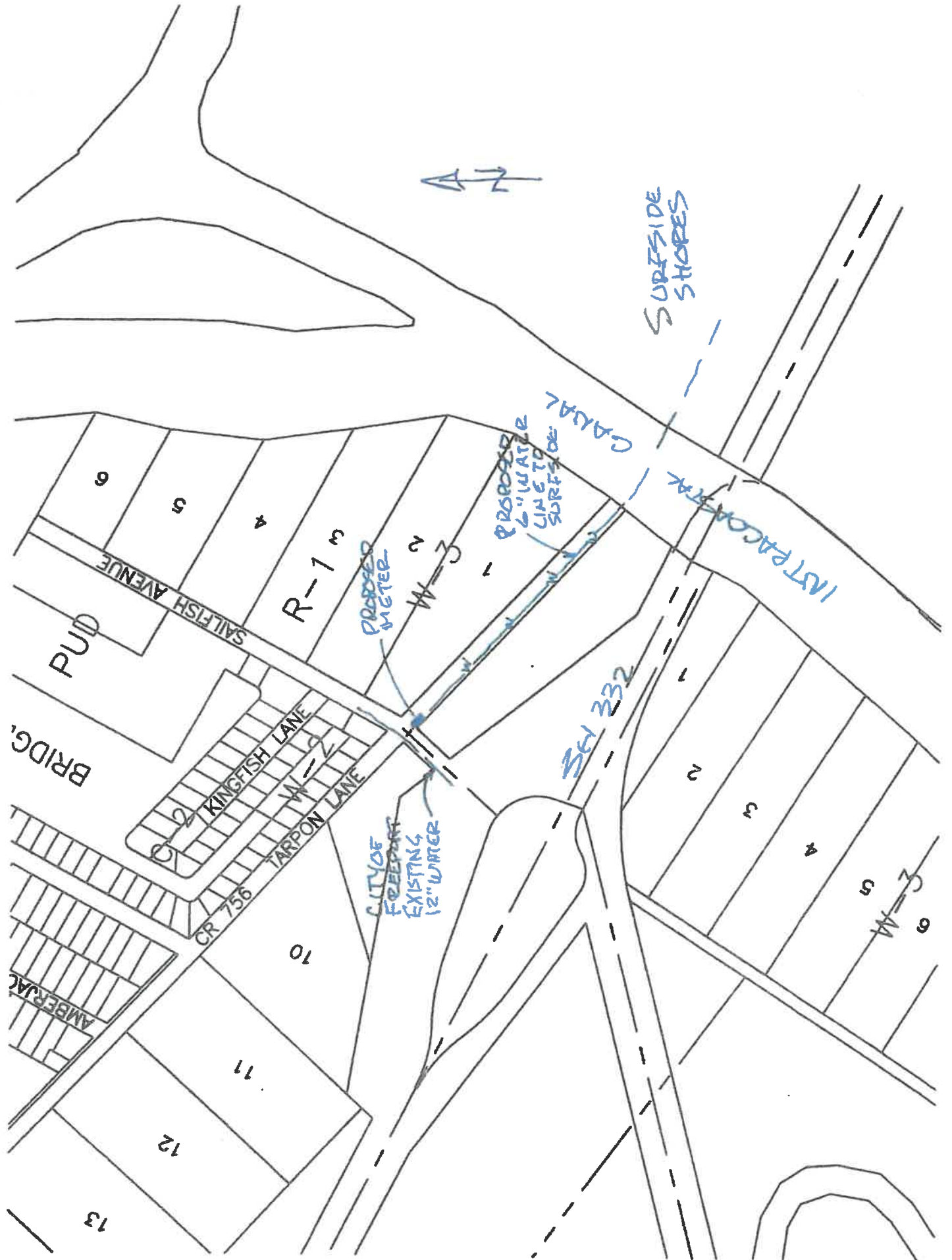
**Contract Quantity of Water**

Surfside shall have available for delivery and purchase a maximum quantity of 5,000,000 gallons per month; at no greater rate than 300,000 gallons per day or 300 gallons per minute.

**Contract Rate per 1,000 gallons**

At a rate payable to the City of Freeport equal to rate then charged by the Brazosport Water Authority per 1,000 gallons of water delivered + 10%

EXHIBIT A





## City Council Agenda Item #8

**Title:** FY2018-2019 Proposed Budget Adjustment #4

**Date:** June 17, 2019

**From:** Stephanie Russell, Finance Director

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**Staff Recommendation:**

I recommend the following budget amendment to the 2018-2019 Budget.

**Item Summary:**

This proposed budget adjustment includes adding revenue and expenditures to the General Fund; moving the EMS/Ambulance Fund and Golf Fund into the General Fund; and adding a Court Technology Fund and Court Security Fund. The net impact to the General Fund, including transfers, is an increase in expenditures of \$79,961. However; this amount is available in unassigned fund balance.

**Background Information:**

Below is a summary of each of the proposed changes. A memo for each item is attached for further detail.

- A. Insurance Recovery: The City has received several insurance reimbursements including its annual Health Reimbursement Account payback. Combined, the total revenues added are \$15,524.
- B. IO Communications Time Lapse Video: FLNG agreed to sponsor the time lapse video of Amanda Danning's work over a two-week period as she reconstructed the face of Wilma. The six-minute video included interviews with Ms. Danning and Mr. Hickey and details the background of the discovery leading up to the exhibit. The net impact to the General Fund is zero as the full amount of \$5,228.00 has been reimbursed by FLNG.
- C. Kid Fest: If approved, this year's KidFest will consist of a Hawaiian Luau theme including entertainment and decorations. As in years past, we will have the streets filled with inflatable water slides, petting zoos, music, games and much more all free to the public. Initial expenses for this 2019 KidFest are \$20,000 and are expected to be slightly offset by anticipated donations.
- D. Texas Billfish Classic: The City has traditionally sponsored the annual event as a Platinum Sponsor. The Texas Billfish Classic is a sanctioned event of the ITB Captain of the Year Cup. The Billfish Classic Cup (BCC), presented by SeaKeeper, was developed to reward competitive teams fishing all three

Western Gulf events: Mississippi Gulf Coast Billfish Classic, Louisiana Billfish Classic and the Texas Billfish Classic. The Platinum Sponsorship is \$12,500.00.

- E. EMS moved to General Fund: The auditors have recommended moving the EMS/Ambulance Fund to the General Fund. The overall net impact of this change to the City is zero; however overall General Fund expenditures will increase by \$1,242.
- F. Golf moved to General Fund: The auditors have recommended moving the Golf Fund to the General Fund. The overall net impact of this change to the City is zero; however overall General Fund expenditures will increase by \$1,272.
- G. Municipal Court Technology Fund: The City currently collects a fee of \$4 per misdemeanor conviction and is collected for future improvements to the technology of the court facilities but has not established a separate fund as required by Texas Code of Criminal Procedures or its own City Ordinances. To establish the fund, a transfer will need to be made from the General Fund. The estimated transfer is approximately \$12,500.
- H. Municipal Court Building Security Fund: The City currently collects a fee of \$3 per misdemeanor conviction and is collected for future improvements to the security of the court facilities but has not established a separate fund as required by Texas Code of Criminal Procedures or its own City Ordinances. To establish the fund, a transfer will need to be made from the General Fund. The estimated transfer is approximately \$50,000.

**Special Considerations:**

N/A

**Financial Impact:**

The net impact to the General Fund, including transfers, is an increase in expenditures of \$79,961. However; this amount is available in unassigned fund balance.

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

N/A

**Supporting Documentation:**

Exhibit A – Proposed Budget Amendment #3  
Budget Memo B & C

# Budget Memo – Item B

**Title:** Consideration of Budget Amendment – IO Communications Time Lapse Video  
**Date:** June 17, 2019  
**From:** LeAnn Strahan, Museum Manager

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## **Staff Recommendation:**

Approve budget amendment for IO Communications time lapse video of the Facial Reconstruction Exhibit as sponsored by Freeport LNG.

## **Item Summary:**

FLNG agreed to sponsor the time lapse video of Amanda Danning's work over a two week period as she reconstructed the face of Wilma. The six minute video included interviews with Ms. Danning and Mr. Hickey and details the background of the discovery leading up to the exhibit.

## **Background Information:**

In July 2018, IO Communications was assigned to film a video article about the Freeport Historical Museum for the FLNG online magazine, *The Isle*. During that time, the film crew learned of our plans to host the live reconstruction exhibit and expressed interest in participating. In the initial planning of the exhibit, we invited Ms. Mazurkiewicz to our Museum Board meeting and asked if FLNG would consider sponsoring the video. After receiving the quote, she approved the request on behalf of FLNG.

## **Special Considerations:**

Not applicable.

## **Financial Impact:**

There is no financial impact, as the full amount of \$5,228.00 has been reimbursed by FLNG.

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

Not applicable.

## **Supporting Documentation:**

June 4, 2019 – Sponsorship Receipt

April 15, 2019 – IO Communications Invoice



# Budget Memo – Item C

**Title:** Consideration of a budget adjustment to FHM Special Events for 2019 KidFest  
**Date:** May 13, 2019  
**From:** LeAnn Strahan, Museum Manager

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## **Staff Recommendation:**

Approve budget adjustment to fund expenses for the 2019 KidFest.

## **Item Summary:**

If approved, this year's KidFest will consist of a Hawaiian Luau theme including entertainment and decorations. As in years past, we will have the streets filled with inflatable water slides, petting zoos, music, games and much more all free to the public. Initial expenses for this 2019 KidFest are \$20,000.

## **Background Information:**

This year will be the ninth year for this city hosted FREE event for children of all ages in downtown Freeport. At the direction of the City Manager, we began the preliminary planning to put together a budget and timeline for the event. This year we plan to change the times to later in the evening when it will be cooler for guests and workers alike. In years past, this event has been worked by City staff and summer interns. We will rely heavily upon volunteers and City staff this year to make KidFest a successful event.

## **Special Considerations:**

KidFest has become a widely anticipated event for the children in our community. This is the largest event we host throughout the year in historic downtown Freeport.

## **Financial Impact:**

\$20,000.00

Some funds will be recuperated by way of monetary and in-kind donations. At this time, we have pledges from BASF for \$1,000 and Port Freeport for \$500.

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

Not applicable.

## **Supporting Documentation:**

None available at this time.

ORDINANCE NO. 2019-2575

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; CONTAINING FINDINGS OF FACTS; AMENDING THE BUDGET FOR THE FISCAL YEAR 2018-2019; CONTAINING SAVINGS CLAUSES; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, pursuant to the provisions of Subsection (a) of Section 102.007 of Chapter 102 of the Local Government Code and the provisions of Article 9 of the Home Rule Charter of the City of Freeport (hereinafter sometimes "the City"), the budget for the 2018-2019 fiscal year of the City was finally approved by the City Council, being the governing body thereof, by its Ordinance No. 2018-2554, read, passed and adopted on the 17<sup>th</sup> day of September, 2018, (hereinafter sometimes "the Budget"); and,

WHEREAS, Subsection (b) of Section 102.009 of the Local Government Code provides that, after final approval of the budget, the governing body of a municipality may spend municipal funds only in strict compliance with the budget, except in an emergency, but Section 102.010 of said Code provides that the provisions of Chapter 102 thereof do not prevent the governing body of such municipality from making changes in the budget for municipal purposes; and

WHEREAS, Subsection (c) of Section 102.009 of said Code provides that the governing body of a municipality may authorize an expenditure as an amendment to the original budget only in the case of grave public necessity to meet an unusual and unforeseen condition that could not have been included in the original budget through the use of reasonably diligent thought and attention; and,

WHEREAS, Section 9.16 of the City's Home Rule Charter provides that the budget may be amended and appropriations altered in accordance therewith in cases of public necessity, the actual fact of which shall have been declared by the City Council; and,

WHEREAS, the adoption of this ordinance and the amendments of the Budget is necessary for and in the best interest of the health, safety and general welfare of the inhabitants of the City.

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

SECTION ONE (1): FINDINGS OF FACT

In connection with the amendment and revision of the Budget, the City Council of the City makes the following findings:

- (1) The amendments and revisions set forth in the Budget were the result of numerous public workshop meetings called and conducted in the manner required by the Texas Open Meetings Act, codified as Chapter 551, Government Code.
- (2) A public hearing was held on the Budget on September 18, 2017, and conducted in the manner required by Section 102.006 of the Local Government Code and the City's Home Rule Charter.
- (3) Notice of such public hearing was published in the Brazosport Facts, a newspaper of general circulation in and the official newspaper of the City in the manner and time required by Chapter 102 of said Code and the City's Home Rule Charter.
- (4) A grave public necessity exists and to meet an unusual and unforeseen conditions that could not have been included in the original budget through the use of reasonably diligent thought and attention and the Budget must be amended and revised with respect of the new or additional expenditures set forth in Exhibit "A" attached hereto and made a part hereof, such unusual and unforeseen conditions also being set forth in said Exhibit "A".
- (5) The proposed changes are set forth in Exhibit "A" attached hereto and made a part hereof.
- (6) All of the changes set forth in Exhibit "A" are for municipal purposes.
- (7) The several amounts stated in Exhibit "A" as the amended or revised expenditures are hereby appropriated to and for the objects and purposes therein named.
- (8) The contingent appropriations, as amended and revised in said Exhibit "A", do not exceed three (3%) percent of the total amended and revised budget appropriations reflected therein.
- (9) The amended and revised expenditures of the general fund and the debt service fund contained in the Budget, as amended by said Exhibit "A", do not exceed the resources of each fund, as amended and revised.

SECTION TWO (2):

The existing budget of the City of Freeport, Texas, for the fiscal year 2018-2019, as heretofore amended by Ordinance No. 2018-2563, read, passed and adopted on November 19, 2018, Ordinance No. 2018-2564, read, passed and adopted on December 17, 2018, and Ordinance No. 2019-2570 , read passed and adopted on April 1, 2019 is hereby amended and revised as reflected in said Exhibit "A".

SECTION THREE (3):

As required by Subsections (c) and (d) of Section 102.009 of the Local Government Code, upon the passage and adoption of this ordinance, the amended and revised budget adopted hereby shall be filed with the City Secretary of the City to be maintained in the official records of the City, and a certified copy of this ordinance, with Exhibit "A" attached thereto, shall be filed by the City Secretary with the County Clerk of Brazoria County, Texas, and a copy sent to the State Comptroller of Public Accounts for the State of Texas.

SECTION FOUR (4):

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.

SECTION FIVE (5):

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

shall remain in full force and effect.

SECTION SIX (6):

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

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.Bud\2018-19Budgt-Amd#4-Ord

**EXHIBIT A**  
**City of Freeport**  
**FY 2018-2019 Proposed Budget Amendment #4**

Ref	Proposed Amendments	Account No.	Account Description	Current Budget	Proposed Amount Inc./ (Dec.)	Amended Budget
<b><u>GENERAL FUND</u></b>						
<b>REVENUE</b>						
A	Insurance Recovery	10 399-100	Insurance Recovery	20,000	15,524	35,524
B	Forensic Sculptor Video	10 360-811	Museum Dontation - Misc. Exhibits	10,500	5,228	15,728
<b>Subtotal Revenue</b>				<b>30,500</b>	<b>20,752</b>	<b>51,252</b>
<b>EXPENDITURES</b>						
B	Forensic Sculptor Video	10 578-483	Museum Fundraiser	4,446	5,228	9,674
C	Kid Fest	10 578-435	Special Events	-	20,000	20,000
D	Texas Billfish Classic	10 410-434	Marketing	10,890	12,500	23,390
<b>Subtotal Expenditures</b>				<b>15,336</b>	<b>37,728</b>	<b>53,064</b>
<b>Net Revenue Less Expenditures</b>				<b>15,164</b>	<b>(16,976)</b>	<b>(1,812)</b>
<b>E <u>Move EMS (Fund 20) into General Fund</u></b>						
<b>REVENUE</b>						
	Remove from EMS Fund 20	Fund 20	<b>Total EMS Fund 20 Revenue</b>	<b>765,123</b>	<b>(765,123)</b>	<b>-</b>
	Move to General Fund	10 301-100	Ambulance Revenue	-	695,123	695,123
		10 302-100	Water Bill Donations	-	70,000	70,000
<b>Subtotal General Fund Revenue</b>				<b>-</b>	<b>765,123</b>	<b>765,123</b>
<b>Net Change in Revenue</b>				<b>765,123</b>	<b>-</b>	<b>765,123</b>
<b>EXPENDITURES</b>						
	Remove from EMS Fund 20	Fund 20	<b>Total EMS Fund 20 Expenditures</b>	<b>838,338</b>	<b>(838,338)</b>	<b>-</b>
	Move to General Fund	10 535-100	Salaries/Wages	-	454,180	454,180
		10 535-165	Educational Pay	-	12,000	12,000
		10 535-175	Longevity	-	2,691	2,691
		10 535-190	Overtime	-	47,000	47,000
		10 535-201	F I C A & Medicare	-	39,464	39,464
		10 535-210	Group Insurance	-	89,294	89,294
		10 535-230	T M R S	-	74,234	74,234
		10 535-240	Workmen'S Compensation	-	6,242	6,242
		10 535-311	Postage/Shipping	-	500	500
		10 535-335	Clothing	-	19,500	19,500
		10 535-383	Ems Expendables	-	43,500	43,500
		10 535-399	Other Supplies	-	5,000	5,000
		10 535-413	Professional Services	-	14,000	14,000
		10 535-414	Bank Charges	-	200	200
		10 535-426	Physicals/Screening	-	800	800
		10 535-602	Seminars/Dues/Travel	-	19,733	19,733
		10 535-699	Other - Sundry	-	10,000	10,000
<b>Subtotal GF Expenditures</b>				<b>-</b>	<b>838,338</b>	<b>838,338</b>
<b>Net Change in Expenditures</b>				<b>838,338</b>	<b>-</b>	<b>838,338</b>
<b>TRANSFERS</b>						
	Remove Transfer from GF	20 710-010	Transfer From General Fund	71,973	(71,973)	-
	Remove Transfer from GF	10 700-020	Transfer to Ambulance Fund	71,973	(71,973)	-
<b>Net Change in Transfers</b>				<b>143,946</b>	<b>(143,946)</b>	<b>-</b>
<b>Net GF Revenue Less Expend.</b>				<b>(71,973)</b>	<b>(1,242)</b>	<b>(73,215)</b>

Ref	Proposed Amendments	Account No.	Account Description	Current Budget	Proposed Amount Inc./ (Dec.)	Amended Budget
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## F Move Golf (Fund 15) into General Fund

### REVENUE

Remove from Golf Fund 15	Fund 15	Total Revenue	371,000	(371,000)	-
<b>Move to General Fund</b>	10 348-200	C O G S - Cart Rental Fee	-	(45,000)	(45,000)
	10 348-401	C O G S - Merchandise	-	(55,000)	(55,000)
	10 348-402	C O G S - Food	-	(6,000)	(6,000)
	10 348-403	C O G S - Beer	-	(34,000)	(34,000)
	10 348-404	C O G S - Soft Drinks&Chips	-	(20,000)	(20,000)
	10 349-101	Revenue - Receipts (Taxable)	-	175,000	175,000
	10 349-200	Revenue - Golf Cart Rental	-	92,000	92,000
	10 349-401	Revenue - Merchandise	-	90,000	90,000
	10 349-402	Revenue - Prepared Foods	-	11,000	11,000
	10 349-403	Revenue - Beer Sales	-	58,000	58,000
	10 349-404	Revenue - Soft Drinks&Chips	-	30,000	30,000
	10 349-450	Revenue - Memberships	-	75,000	75,000
		<b>Subtotal General Fund Revenue</b>	-	<b>371,000</b>	<b>371,000</b>
		<b>Net Change in Revenue</b>	<b>371,000</b>	-	<b>371,000</b>

### EXPENDITURES

Remove from Golf Fund 15	Fund 15	Total Golf Fund 15 Expenditures	834,059	(834,059)	-
<b>Move to General Fund</b>	10 656-100	Salaries/Wages	-	425,580	425,580
	10 656-175	Longevity	-	3,497	3,497
	10 656-190	Overtime	-	1,000	1,000
	10 656-201	F I C A & Medicare	-	32,901	32,901
	10 656-210	Group Insurance	-	89,294	89,294
	10 656-230	T M R S	-	50,692	50,692
	10 656-240	Workmen'S Compensation/GI	-	4,065	4,065
	10 656-310	Office/Computer Supplies	-	1,500	1,500
	10 656-335	Clothing	-	500	500
	10 656-352	Furniture & Fixtures	-	3,200	3,200
	10 656-385	Small Tools & Equipment	-	3,000	3,000
	10 656-389	Chemicals	-	30,000	30,000
	10 656-390	Fuel	-	16,000	16,000
	10 656-392	Janitorial Supplies	-	1,000	1,000
	10 656-399	Other Supplies	-	1,500	1,500
	10 656-414	Bank Charges	-	6,500	6,500
	10 656-415	Telephone	-	6,500	6,500
	10 656-426	Physicals/Screening	-	750	750
	10 656-430	Advertising	-	3,000	3,000
	10 656-440	Electricity	-	14,000	14,000
	10 656-499	Other Services	-	4,500	4,500
	10 656-524	Vehicle Maintenance	-	15,000	15,000
	10 656-545	Bldg/Bldg Equip Maintenance	-	2,500	2,500
	10 656-546	Land/Grounds Maint	-	27,100	27,100
	10 656-602	Seminars/Dues/Travel	-	600	600
	10 656-629	Vehicle Insurance	-	800	800
	10 656-697	Lease Principal	-	29,080	29,080
	10 656-899	Capital Outlay	-	60,000	60,000
		<b>Subtotal GF Expenditures</b>	-	<b>834,059</b>	<b>834,059</b>
		<b>Net Change in Expenditures</b>	<b>834,059</b>	-	<b>834,059</b>

### TRANSFERS

Remove Transfer from GF	15 710-010	Transfer From General Fund	461,787	(461,787)	-
Remove Transfer to GC Fund	10 700-015	Transfer to Golf Course	461,787	(461,787)	-
		<b>Net Change in Transfers</b>	<b>461,787</b>	<b>(461,787)</b>	-
		<b>Net GF Revenue Less Expend.</b>	<b>(461,787)</b>	<b>(1,272)</b>	<b>(463,059)</b>



Ref	Proposed Amendments	Account No.	Account Description	Current Budget	Proposed Amount Inc./Dec.	Amended Budget
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**G Move Court Technology Funds to New Special Revenue Fund 40**

**REVENUE**

Remove from GF	10	350-200	Mun Crt Tech Fund Revenue	10,000	(10,000)	-
Move to Court Tech Fund	40	350-200	Mun Crt Tech Fund Revenue	-	10,000	10,000
<b>Net Change in Revenue</b>				<b>10,000</b>	<b>-</b>	<b>10,000</b>

**EXPENDITURES**

Remove from GF	10	430-543	Electronics/Computer Maint	8,511	(8,511)	-
	10	430-684	Technology Fund Expense	2,800	(2,800)	-
<b>Subtotal GF Expenditures</b>				<b>11,311</b>	<b>(11,311)</b>	<b>-</b>
Move to Court Tech Fund	40	430-543	Electronics/Computer Maint	-	8,511	8,511
	40	430-684	Technology Fund Expense	-	2,800	2,800
<b>Subtotal Court Tech Expend.</b>				<b>-</b>	<b>11,311</b>	<b>11,311</b>
<b>Net Change in Expenditures</b>				<b>11,311</b>	<b>-</b>	<b>11,311</b>

**TRANSFERS**

Add Transfer from GF	10	700-040	Transfer to Court Technology Fund	-	12,500	12,500
Add Transfer to New Fund	40	710-010	Transfer from General Fund	-	12,500	12,500
<b>Net Change in Transfers</b>				<b>-</b>	<b>25,000</b>	<b>25,000</b>
<b>Net GF Revenue Less Expend.</b>				<b>(1,311)</b>	<b>(11,189)</b>	<b>(12,500)</b>

**H Move Court Security Funds to New Special Revenue Fund 41**

**REVENUE**

Remove from GF	10	350-201	Mun Crt Sec Fund Revenue	7,600	(7,600)	-
Move to Court Tech Fund	41	350-201	Mun Crt Sec Fund Revenue	-	7,600	7,600
<b>Net Change in Revenue</b>				<b>7,600</b>	<b>-</b>	<b>7,600</b>

**EXPENDITURES**

Remove from GF	10	430-685	Security Fund Expense	8,318	(8,318)	-
Move to Court Tech Fund	41	430-685	Security Fund Expense	-	8,318	8,318
<b>Net Change in Expenditures</b>				<b>8,318</b>	<b>-</b>	<b>8,318</b>

**TRANSFERS**

Add Transfer from GF	10	700-041	Transfer To Court Security Fund	-	50,000	50,000
Add Transfer to New Fund	41	710-010	Transfer From General Fund	-	50,000	50,000
<b>Net Change in Transfers</b>				<b>-</b>	<b>100,000</b>	<b>100,000</b>
<b>Net GF Revenue Less Expend.</b>				<b>(718)</b>	<b>(49,282)</b>	<b>(50,000)</b>

<b>Overall Net General Fund Revenue Less Expenditures</b>				<b>(520,625)</b>	<b>(79,961)</b>	<b>(600,586)</b>
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## City Council Agenda Item #9

**Title:** Consideration of An Ordinance Of The City Of Freeport, Texas, Containing A Preamble; Amending Sections 50.06 Of The Code Of Ordinances Of Said City To Increase The Rates For Garbage Collection And Disposal Services Furnished To Residential, Commercial Or Business Customers On Or After July 1, 2019; 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 Brazosport Facts.

**Date:** June 3, 2019

**From:** Stephanie Russell, Finance Director

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**Staff Recommendation:**

Staff recommends approval of the ordinance.

**Item Summary:**

Staff proposes increasing the solid waste rate from \$22.78 to the current Waste Connect Rate of \$25.25, a 10.8% increase for the initial cart. The rate for additional carts is proposed to remain the same.

**Background Information:**

Beginning January 1, 2017, the City's solid waste charges from Waste Connection automatically increase by 100% of the actual percentage change in the Consumer Price Index (CPI). This year's CPI adjustment is 1.55%, or a rate of \$25.25, which began in March. The last time the City updated its rates was February 16, 2016, Ordinance No. 2016-2105.

**Special Considerations:**

N/A

**Financial Impact:**

The net impact of Waste Connections increase without a change in rates is approximately a \$15,000.00 loss for the City. The proposed rate increase should balance future revenues and expenditures.

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

N/A

**Supporting Documentation:**

Ordinance 2019-2576

ORDINANCE NO. 2019-2576

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; AMENDING SECTIONS 50.06 OF THE CODE OF ORDINANCES OF SAID CITY TO INCREASE THE RATES FOR GARBAGE COLLECTION AND DISPOSAL SERVICES FURNISHED TO RESIDENTIAL, COMMERCIAL OR BUSINESS CUSTOMERS ON OR AFTER JULY 1, 2019; CONTAINING SAVINGS CLAUSES; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE.

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

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

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

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

First, Section 50-06 of the Code of Ordinances of the City of Freeport, Texas, is hereby amended to read as follows:

"The following charges and rates shall be made and collected by the city for solid waste collection:

(A) Residential: \$25.25 per month for a residential size cart and the collection and disposal of solid waste

in such cart at each family unit within the city and \$14.37 per month for each additional cart at the same family unit. FAMILY UNIT shall be construed to mean any one-family residence or apartment, or any other one-family dwelling.

(B) Commercial or business: \$25.25 per cart for the collection and disposal of solid waste stored in each residential size container at a commercial or business location within the city. The charge for each additional container at such location shall be \$14.37 per month."

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

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

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

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

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

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

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

**ATTEST:**

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

**APPROVED AS TO FORM ONLY:**

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



## City Council Agenda Item #10

**Title:**

A Resolution authorizing the submission of a Community Development Block Grant (CDBG-DR) application to the Texas General Land Office and authorizing the City Manager to Act as the City's Executive Officer and authorized representative in all matters pertaining to the City's participation in the CDBG-DR program

**Date:** June 17, 2019

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

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**Staff Recommendation:** Staff recommends to Council a resolution to authorize Community Development Block Grant application and Timothy Kelty, City Manager, as an authorized representative in the city's participation in 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. The awarded amount of \$193,271.00 is allotted for local infrastructure activities. The CDBG-DR program identified for this grant application is the Slaughter Road Water Treatment facility.

**Background Information:** City of Freeport Slaughter Road Water Treatment facility utilized Veolia Water contract to repair water well, pumps and electrical switching at Freeport Texas water station to pre-disaster conditions after Hurricane Harvey. The water treatment equipment replacement cost was \$18,672.31.

Scope of Work is to rehabilitate the Slaughter Road water treatment plant; electrical service, building, air compressor, and disinfection system above the flood water level.

**Special Considerations:** The Slaughter Road water treatment plant is located outside the Freeport levee system. This CDBG grant will mitigate future flooding conditions as they are susceptible to flooding from the Brazos River and Hurricanes in its current condition.

**Financial Impact:** The estimated financial expense for this project is \$210,000.00. This grant does not require a matching portion. The estimated overage above the CDBG DR funds is \$16,729.00 which can be addressed through existing maintenance budget. The breakdown of expenses are listed in the chart below.

Expenses	Total
Grant writer	\$21,000.00
Engineering	\$24,000.00
Construction Cost - Estimate	\$165,000.00
Total	\$210,000.00

**Board or 3<sup>rd</sup> Party recommendation:** Recommendation from Grant Works in the grant application process for Hurricane Harvey CDBG-DR projects, the application needs to be used for local infrastructure projects that have been impacted by Hurricane Harvey with a supporting FEMA reimbursement claim. The Slaughter Rd water treatment plant was severely impact from Hurricane Harvey from the Brazos River Flood waters including areas outside the Velasco Drainage District Levee system.

**Supporting Documentation:** A copy of the Resolution

**RESOLUTION 2019-2590**

A RESOLUTION OF THE CITY COUNCIL FREEPORT, TEXAS, AUTHORIZING THE SUBMISSION OF A COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) APPLICATION TO THE TEXAS GENERAL LAND OFFICE AND AUTHORIZING THE CITY ADMINSTATOR TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE CDBG-DR PROGRAM.

WHEREAS, the City of Freeport, TX desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, certain conditions exist related Hurricane Harvey, an eligible federally declared disaster in 2017, which represent a threat to the public health, safety and welfare; and

WHEREAS, it is necessary and in the best interests of to apply for funding under the CDBG-DR Program;

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

1. That a CDBG-DR application is hereby authorized to be filed with the Texas General Land Office for funding consideration under the Hurricane Harvey Disaster Recovery Program.
2. That the application be for \$193,271.00 of grant funds to provide water system improvements at the Slaughter Road Water Plant.
3. That the City Administrator is designated as the Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and participation in the CDBG-DR Program.
4. That the City Administrator is designated to oversee all grant activities so as to ensure there are no Conflicts of Interest.
5. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
6. That contributing funds in the amount of \$ \_-0- \_ in cash are committed by the City Council toward application activities;

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
**Troy Brimage, Mayor**  
**City of Freeport, TX**

\_\_\_\_\_  
**Date**

**ATTEST:**

\_\_\_\_\_  
**(Name and Title)**

\_\_\_\_\_  
**Date**



## City Council Agenda Item #11

**Title:** Consideration and Possible Action Authorizing the City Manager to Execute any and All Documents Necessary to Effectuate an Agreement for Governmental Accounting Standards Board (GASB) Statement No. 75 actuarial valuation under the Shared Services arrangement provided by Gabriel, Roeder, Smith & Co (GRS) and North Central Texas Council of Governments (NCTCOG).

**Date:** June 17, 2019

**From:** Stephanie Russell, Finance Director

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**Staff Recommendation:**

Staff recommends entering an agreement for GASB 75 actuarial valuation under the Shared Services arrangement provided by Gabriel, Roeder, Smith & Co (GRS) and North Central Texas Council of Governments (NCTCOG).

**Item Summary:**

During the recent audit it was discovered that the City did not have actuarial valuations to report in accordance with the GASB 75. Therefore; staff has obtained a proposal from GRS to provide actuarial valuation and consulting services to comply with the new OPEB accounting standards GASB Statements No. 74 and No. 75. GRS was retained by the North Central Texas Council of Governments (NCTCOG) through a Master Agreement based on the NCTCOG shared services contract in April of 2017. The Master Agreement doesn't expire until June 30, 2023 and will cover several valuation cycles

**Background Information:**

Beginning June 15, 2017, GASB 75 requires that local governments report postemployment benefits other than pensions (other postemployment benefits or OPEB). OPEB refers to non-pension benefits that U.S. state and local governments provide to their retired employees. These benefits principally involve health care benefits, but also may include other benefits such as life insurance and disability.

**Special Considerations:** N/A

**Financial Impact:** The cost of services is \$7,560 which is available in Professional Services, account # 10-410-413.

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

**Supporting Documentation:**



**Engagement Letter**  
**Master Agreement, Other Post-Employment Benefits (OPEB) Actuarial Valuations**  
**Master Interlocal Purchasing Agreement**  
**Business Associate Agreement**



April 22, 2019

Ms. Stephanie Russell  
 Finance Director  
 City of Freeport  
 200 W. 2nd Street  
 Freeport, TX 77541

**Re: Engagement Letter for December 31, 2017 OPEB Valuation and GASB 75 Valuation Reports for fiscal years ending 2018 and 2019**

Dear Ms. Russell,

You have requested a pricing quote for a GASB 75 actuarial valuation under the Shared Services arrangement provided by Gabriel, Roeder, Smith & Co (GRS) and North Central Texas Council of Governments (NCTCOG).

Based on the information you provided, the cost of services for City of Freeport is \$7,560. This price is based on receiving data in the standard GRS format and using the following assumptions:

Pricing Category	Pricing Parameters	Fee
Annual or Biennial	Biennial	
Number of Participants	100 - 199	\$9,605
Claims Analysis Required	No	\$0
Health Plans	1. City of Freeport Health Plan	\$0
Retirement Plans	1. TMRS	\$0
Implicit Subsidy Only Discount	Eligible	-\$2,045
Plan Change Not Previously Valued	No	N/A
OPEB Trust or Equivalent Arrangement	No	N/A
Single Discount Rate Test	No	\$0
Plan Only Reporting Package	No	\$0
Cost Sharing Schedules for Primary Government and Component Units	No	\$0
Calculation of an Actuarially Determined Contribution	No	\$0
<b>Total</b>		<b>\$7,560</b>

**Basic Services**

- Actuarial valuation of employer OPEB in compliance with the requirements of GASB Statements No. 74 and No. 75. The valuation report will include, but is not limited to, the following:
  - > The updated Total OPEB Liability, based on the appropriate discount rate for the reporting period.
  - > A reconciliation of the Total OPEB Liability, which shows, among other items, the impact of benefit changes, assumption changes, and demographic gains/losses separately.
  - > The OPEB expense and supplementary information required by GASB 75.
  - > The characteristics of covered active members, retirees, and beneficiaries and other information required for the note disclosures.
  - > A statement of outflows and inflows arising from the current reporting period.
  - > A statement of outflows and inflows to be recognized in future OPEB expense.
  - > A sensitivity analysis providing the Total OPEB Liability based on a 1% higher and 1% lower discount rate.
  - > A sensitivity analysis providing the Total OPEB Liability based on a 1% higher and 1% lower health care trend assumption.

**Billing Schedule**

GRS pricing assumes 30% paid upon acceptance by the government of the engagement, 40% upon delivery of the draft full valuation, and 30% upon delivery in the second year of the rolled forward report.

The Master Agreement allows for automatic fee increases based on changes in the Consumer Price Index (CPI), starting in January of 2019. As a result, the 2019 fees are 2.20% higher than those in the original fee schedule that's shown in our Master Agreement. However, the fees provided in this engagement letter will not change based on the annual updates to the overall pricing schedule. Any CPI related increases will only apply to the next valuation cycle.

Ms. Stephanie Russell  
April 22, 2019  
Page 3

**Basic Options Study**

It is anticipated that City of Freeport may want to consider options for mitigating its OPEB liability. Basic Options studies would include alternative discount rates, alternative healthcare trend rates, benefit capitations, and changes in retiree cost sharing. The cost for a basic Options study will be \$1,330 per study.

Fees for plan redesign studies that are not considered basic will be communicated after the specifics of the proposed plan changes are discussed.

**Additional Services**

Fees for additional consulting services not included under Basic Services or included in the fixed fee Options studies will be priced separately upon request and will be based on the following hourly rates:

<u>GRS Resource Classification</u>	<u>Hourly Rates</u>
Lead Actuary	\$335
Actuarial Staff	\$220
Support Staff	\$190

A copy of this engagement letter will be made a part of the master agreement between City of Freeport and GRS.

CITY OF FREEPORT, TX

\_\_\_\_\_

\_\_\_\_\_

Date

GABRIEL, ROEDER, SMITH & COMPANY

*Mehdi Riazi*

\_\_\_\_\_  
Mehdi Riazi, Consultant

\_\_\_\_\_

4/22/2019

Date

## Master Agreement Other Post Employment Benefits (OPEB) Actuarial Valuations

Pursuant to the award of RFP NCT-2017-02 (Other Post Employment Benefits (OPEB) Actuarial Valuations) by the North Central Texas Council of Governments (NCTCOG), this agreement confirms the terms under which

\_\_\_\_\_ hereinafter referred to as "CONTRACTING GOVERNMENT" has engaged Gabriel, Roeder, Smith & Co. hereinafter referred to as "GRS" to perform actuarial consulting services. In as much as this relationship will involve several actuarial reviews and other services that will be governed by the Request for Proposal (RFP # NCT-2017-02) issued by NCTCOG on January 4, 2017 and our contract with NCTCOG, we have agreed to establish this "master agreement" defining the general terms and conditions for all work performed for the CONTRACTING GOVERNMENT.

This agreement will not, by itself, authorize the performance of any services. Rather specific services will be authorized through a separate engagement letter that references this master agreement and details the services to be provided and the required fees. In the event of an inconsistency between this master agreement and an individual engagement letter, the master agreement will be followed.

As described in the above referenced Request for Proposal the following terms apply:

- A. **Tax Exempt Entities.** CONTRACTING GOVERNMENT is exempt from manufacturer's federal excise tax and states sales tax. Tax exemption certificates will be issued upon request.
- B. **Role of NCTCOG.** NCTCOG has served as a facilitator to the RFP and award process but the contractual relationship is between GRS and the CONTRACTING GOVERNMENT.
- C. **Aggregate Information.** GRS agrees to supply the CONTRACTING GOVERNMENT with the specified results from the valuations and to aggregate that information with that of other governments for the purpose of benchmarking.
- D. **Fees.** GRS agrees to follow the attached pricing schedule ("Attachment A") for pricing of its services. Fees are subject to inflation adjustments starting in January of 2019. The fees associated with each valuation cycle will be provided in a separate engagement letter.
- E. **Review of Charges.** CONTRACTING GOVERNMENT has the right to review the supporting documentation for any hourly charges or out of pocket expenses assessed to the CONTRACTING GOVERNMENT under the fee schedule.

- F. **Termination.** Both CONTRACTING GOVERNMENT and GRS will have the right to terminate this agreement through written notice. CONTRACTING GOVERNMENT will pay any charges or prorate fees incurred to the date the termination notice is received and actuary will cease any in progress work unless specific stopping points are provided in the letter.
- G. **Work Product.** The final work product will be the property of the CONTRACTING GOVERNMENT to be used as stated in the specific engagement letter. Ancillary use of the product is permitted, but GRS is not responsible for the reliability of those projections. It is understood that all reports are subject to the open records laws of the State of Texas and the contracting jurisdiction.
- H. **Independent Contractor.** All the services provided by GRS will be as an independent contractor. None of the terms in the engagement letter will be interpreted to create an agency or employment relationship.
- I. **Term.** The term of this master agreement will be governed by the afore referenced NCTCOG RFP and will expire on June 30, 2023.
- J. **Complete Agreement.** This agreement combined with the specific engagement letter and as clarified by the RFP and Proposal set forth the entire agreement between the CONTRACTING GOVERNMENT and GRS.
- K. **Indemnification.** GRS covenants and agrees to indemnify and hold harmless and defend and does hereby indemnify, hold harmless, and defend CONTRACTING GOVERNMENT, its officers and employees, from and against any and all suits or claims for damages or injuries, including death, to persons or property, whether real or asserted, arising out of any negligent act or omission on the part of the contractor, its officers, agents, servants, employees, or subcontractors, and the contractor does hereby assume all liability for injuries, claims or suits for damages to persons, property, or whatever kind of character, whether real or asserted, occurring during or arising out of the performance of this contract as a result of any negligent act or omission on the part of the contractor, its officers, agents, servants, employees, or subcontractors to the extent permitted by law. Please review this master agreement letter and the attached schedules and indicate your acceptance by having an official of CONTRACTING GOVERNMENT sign below.
- L. **Force Majeure.** A force majeure event shall be defined to include governmental decrees or restraints, acts of God (except that rain, wind, flood or other natural phenomena normally expected for the locality, shall not be construed as an act of God), work stoppages due to labor disputes or strikes, fires, explosions, epidemics, riots, war, rebellion, and sabotage. If a delay or failure of performance by either party to this contract results from the occurrence of a force majeure event, the delay shall be excused and the time fixed for completion of the work extended by a period equivalent to the time lost because of the event.

M. **Professional Standards.** GRS will provide qualified personnel for each engagement and follow all professional standards ascribed by the American Academy of Actuaries and the Governmental Accounting Standards Board.

GABRIEL, ROEDER, SMITH & CO.

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

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

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

CONTRACTING GOVERNMENT

By \_\_\_\_\_

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

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

## ATTACHMENT A

### Pricing Schedule – Calendar Years 2017 and 2018

<b>Plan Basic Services</b>			
	<b>Governments by Total OPEB Participants (Actives and Retirees)</b>	<b>Annual</b>	<b>Biennial</b>
P1	Less than 100	\$7,200	\$9,400
P2	Between 100 to 199	\$7,200	\$9,400
P3	Between 200 and 499	\$7,900	\$10,200
P4	Between 500 and 999	\$9,400	\$11,800
P5	Between 1,000 and 2,499	\$10,700	\$13,200
P6	Between 2,500 and 4,999	\$11,600	\$14,200
P7	Between 5,000 and 7,500	\$14,700	\$17,400
P8	Greater than 7,500	\$17,800	\$20,600
	<b>Plan Features Resulting in Additional Cost (Discount) to Basic Services</b>	<b>Annual</b>	<b>Biennial</b>
P9	Self-Insured Healthcare Plans	\$2,100	\$2,100
P10	Cost per additional healthcare plan option (high deductible, HMO, PPO etc.)	\$600	\$600
P11	Cost per additional retirement plan covered by the same OPEB plan	\$1,700	\$1,700
P12	Implicit subsidy only plans	-\$2,000	-\$2,000
P13	Plan change not previously valued (Basic)*	\$1,300	\$1,300
P14	Plan change not previously valued (Non-Basic)*	To be quoted	To be quoted
P15	OPEB Trust or Equivalent Arrangement	\$500	\$1,250
P16	Single Discount Rate Test	\$1,000	\$1,000
P17	Data Processing Charge**	To be quoted	To be quoted

\* The impact of plan changes which are deemed significant need to be measured under GASB 74/75. A Basic or Non-Basic fee will apply anytime a plan change impact needs to be separately measured. No fee will apply if GRS has already measured the impact of the plan change.

\*\* GRS fees are based on receiving census and claims data in the requested format. If data is provided in a different format or in multiple files, GRS will discuss an "out-side of scope" data fee charge with the Client before proceeding with the valuation.



<b>Optional Services</b>		
O1	Updating actuarial valuations to the measurement date	\$1,500
O2	Upgrade roll-forward to full valuation	\$3,300
O3	Plan only reporting package for separately issued financial statements	\$800
O4	Cost Sharing schedules for primary government and component units	To be quoted
O5	Pricing valuation for OPEB plan changes (Basic)	\$1,300
O6	Pricing valuation for OPEB plan changes (Non-Basic)	To be quoted
O7	Experience Study	To be quoted
	Consulting on active health plans:	
O8	Pricing of premiums for self-insured health plans	To be quoted
O9	Cost trend analysis	To be quoted
O10	Hourly rate for additional services-responsible actuary	\$330
O11	Hourly rate for other actuarial staff	\$215
O12	Hourly rate for additional services-support staff	\$185
O13	In person meeting/presentation-per meeting*	\$1,300
O14	Calculation of an Actuarially Determined Contribution	To be quoted
O15	Money-weighted rate of return	\$500
O16	Initial GASB 75 report based on roll-forward of a previously completed GRS GASB 45 Valuation	\$2,500
O17	Initial GASB 74/75 report based on Roll-forward of a previously completed GRS GASB 45 Valuation**	\$4,000

\*Fee for in-person meeting/presentation does not include travel expenses. Fees for travel outside the Dallas/Fort Worth metroplex will be the responsibility of the employer.

\*\*Fee will be reduced by \$1,000 if a Blended Discount Rate test is not needed.

#### **PRICING ASSUMPTIONS**

- Pricing assumes that all participating entities offer basic vision and dental and life insurance to employees and retirees
- Pricing assumes for annual valuations: 50% paid upon initiation of the work and 50% upon receipt of the draft report. For biennial valuations 30% upon initiation of the work, 40% upon delivery of the draft valuation and 30% upon delivery in the second year of the rolled forward report.
- Number of OPEB participants will be determined as of the date the valuation is performed.
- Pricing will be held constant until January 2019 (approximately one and half years after contract award) and then be adjusted in relation to the Consumer Price Index-All Urban Consumers annually for each of the remaining six years. Starting in January 2019, the fees increase based on the November over November increase to the CPI-U. For example, the fees for 2019 would be increased by the change in the CPI-U from November 2017 to November 2018. Annual fee increases must be approved by the NCTCOG, and the NCTCOG has the right to limit the CPI related fee increase in any year. Once an annual or biennial valuation fee is agree to, CPI related fee increases would not impact the valuation fee for that particular valuation cycle. CPI related fee increases would apply to the next valuation cycle.

## BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is entered into by and between GABRIEL, ROEDER, SMITH & COMPANY, a Michigan corporation ("GRS") and City of Freeport Retiree Health Care Plan (the "Plan") (together, the "Parties"), effective as provided below.

### RECITALS

WHEREAS, the Plan is a "covered entity" within the meaning of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 CFR Parts 160-164) ("HIPAA") and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"; HIPAA and the HITECH Act are collectively referred to in this Agreement as "HIPAA/HITECH"); and

WHEREAS, GRS has entered into an agreement with City of Freeport acting on behalf of the Plan, to provide certain consulting and/or actuarial services in connection with the Plan (the "Service Agreement"); and

WHEREAS, HIPAA/HITECH requires covered entities such as the Plan to obtain and document satisfactory assurances from "business associates" (as defined therein) regarding appropriate safeguarding of certain "protected health information" (as defined therein) received or created by the business associate (a "BA Agreement"); and

WHEREAS, GRS, in the performance of its services in connection with the Plan, is a "business associate" within the meaning of HIPAA/HITECH; and

WHEREAS, the Parties desire to enter into an agreement intended to satisfy the BA Agreement requirement as and to the extent such requirement may be applicable.

NOW, THEREFORE, in consideration of the premises and the respective covenants and agreements herein contained, the Parties agree as follows:

### AGREEMENT

#### 1. *Definitions*

Capitalized terms not expressly defined in this Agreement shall have the meanings as defined in HIPAA/HITECH. For purposes of this Agreement:

- (a) "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR 164.501.
- (b) "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR 164.501 in respect of the Plan.
- (c) "**Effective Date**" shall have the meaning as set forth in Section 5(a) of this Agreement.
- (d) "**Individual**" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

- (e) **"Plan Administrator"** shall mean the person(s) or office(s) with the discretionary authority to act on behalf of the Plan on matters relating to HIPAA/HITECH and this Agreement.
- (f) **"HIPAA/HITECH"** shall have the meaning as set forth in the RECITALS portion of this Agreement.
- (g) **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR 160.103, but limited to the information received or created by GRS from or on behalf of the Plan.
- (h) **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR 164.103, to the extent not preempted by Federal law.
- (i) **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his designee.
- (j) **"Service Agreement"** shall have the meaning as set forth in the RECITALS portion of this Agreement.
- (k) **"Significant Breach"** shall mean a pattern of activity or practice that constitutes a material breach or violation of this Agreement in the written opinion of legal counsel for the Plan. For purposes hereof, a "pattern of activity or practice" shall consist of at least three (3) discrete acts and/or omissions within a period of not more than 180 consecutive days.

2. **Obligations of GRS**

GRS agrees to:

- (a) not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law;
- (b) use appropriate safeguards and comply, where applicable, with the Security Standards for the Protection of Electronic Protected Health Information set forth in 45 CFR Part 164, Subpart C with respect to electronic protected health information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement;
- (c) report to the Plan Administrator any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured Protected Health Information as required by 45 CFR 164.410;
- (d) in accordance with 45 CFR 164.502(e)(1)(ii), ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of GRS agrees to the same restrictions and conditions that apply through this Agreement to GRS with respect to such information; provided that the Plan shall not have any right to disapprove any subcontractors of GRS or to review any agreements with such subcontractors, except to the extent specifically provided herein or in the Service Agreement;

- (e) provide, in a commercially reasonable time and manner, access to Protected Health Information to the Plan Administrator to the extent necessary to meet the requirements under 45 CFR 164.524, provided that (i) such access shall be provided only to the extent such Protected Health Information is in the possession of GRS and maintained in a Designated Record Set and (ii) the Plan shall reimburse to GRS any of the following costs incurred in providing such access:
  - (i) copying (including the cost of supplies and labor);
  - (ii) postage; and
  - (iii) preparation of an explanation or summary of the Protected Health Information;
- (f) make, in a commercially reasonable time and manner, any amendment(s) to Protected Health Information that the Plan Administrator directs or agrees to pursuant to 45 CFR 164.526, provided that such amendment(s) shall be made only to the extent such Protected Health Information is in the possession of GRS and maintained in a Designated Record Set;
- (g) make available to the Plan Administrator, in a commercially reasonable time and manner, information in the possession of GRS as and to the extent required for the Plan to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528;
- (h) to the extent GRS is to carry out the Plan's obligations regarding Privacy of Individual Identifiable Health Information set forth in 45 CFR Part 164, Subpart E (the "Privacy Requirements"), comply with the Privacy Requirements that apply to the Plan in GRS' performance of such obligations; and
- (i) make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from the Plan, or created or received by GRS on behalf of the Plan, available to the Secretary for purposes of the Secretary determining the Plan's compliance with the Privacy Requirements.

3. ***Permitted Uses and Disclosures by GRS***

- (a) General Use and Disclosure Provisions. Except as otherwise limited in this Agreement, GRS may use or disclose Protected Health Information to perform its duties, functions, activities, or services for, or on behalf of, the Plan, provided that such use or disclosure would not violate (i) HIPAA/HITECH if done by the Plan or (ii) the minimum necessary policies and procedures of the Plan as and to the extent intended to comply with HIPAA/HITECH and communicated by the Plan Administrator to GRS.
- (b) Specific Use and Disclosure Provisions.
  - (i) GRS may use Protected Health Information for the proper management and administration of GRS or to carry out the legal responsibilities of GRS.
  - (ii) Except as otherwise restricted by this Agreement, GRS may disclose Protected Health Information for the proper management and administration of GRS or to carry out the legal responsibilities of GRS, provided that:
    - (A) disclosures are Required By Law, or

- (B) GRS obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies GRS of any instances of which it is aware in which the confidentiality of the information has been breached.
- (iii) Except as otherwise limited in this Agreement, GRS may use Protected Health Information to provide Data Aggregation services as permitted by 45 CFR 164.504(e)(2)(i)(B).
- (iv) GRS may use or disclose Protected Health Information to report violations of law to appropriate Federal and/or State authorities, consistent with 45 CFR 164.502(j).
- (v) Except as otherwise limited in this Agreement, GRS may disclose Protected Health Information to other "business associates" (within the meaning of HIPAA/HITECH) of the Plan (i) as directed by the Plan Administrator or (ii) to perform its duties under the Service Agreement. Notwithstanding any provision hereof or any other prior agreement by the Parties, it shall be the Plan's sole responsibility (and not GRS's responsibility) to ensure that the Plan has entered into appropriate business associate agreements with (or has obtained similar written assurances from) its business associates.
- (vi) Except as otherwise limited in this Agreement, GRS may disclose Protected Health Information to the Plan's sponsoring employer(s) as directed by the Plan Administrator; provided that the Plan Administrator shall include in such direction the specific person(s) or official(s) to whom such disclosure shall be made. Notwithstanding any provision hereof or any other prior agreement by the Parties, it shall be the Plan's sole responsibility (and not GRS's responsibility) to ensure that the Plan has, in its official plan document, an appropriate provision regarding disclosures of Protected Health Information to any sponsoring employer of the Plan.

**4. *Obligations of the Plan and Plan Administrator***

- (a) General. Except as otherwise specifically provided under this Agreement, the Plan shall not request or permit GRS to (and shall not cause the Plan Administrator to request or permit GRS to) use or disclose Protected Health Information in any manner that may not be permissible under HIPAA/HITECH if done by the Plan.
- (b) Notification of Privacy Practices and Restrictions. The Plan shall cause the Plan Administrator to promptly notify GRS of:
  - (i) the name or office of each person authorized to act as the Plan Administrator for purposes of this Agreement, and any changes thereto;
  - (ii) any limitation(s) in the Plan's notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect GRS's use or disclosure of Protected Health Information;

- (iii) any changes in, or revocation of, permission by an Individual regarding use or disclosure of Protected Health Information relating to that Individual, to the extent that such changes may affect GRS's use or disclosure of Protected Health Information;
- (iv) any restriction to the use or disclosure of Protected Health Information that the Plan has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect GRS's use or disclosure of Protected Health Information; and
- (v) any policies and procedures of the Plan to the extent that such policies or procedures may affect GRS' use or disclosure of Protected Health Information.

**5. *Term and Termination***

- (a) Term. The term of this Agreement shall be for a period commencing as of the later of (i) February 8, 2018 or (ii) the first date as of which HIPAA/HITECH applies to the Plan (the "Effective Date"), and ending when all of the Protected Health Information provided by the Plan to GRS, or created or received by GRS on behalf of the Plan, is destroyed, returned to the Plan or further protected in accordance with the termination provisions in this Section 5.
- (b) Termination for Cause. Upon the Plan Administrator's knowledge of a Significant Breach of GRS's obligation under this Agreement and subject to Section 5(c) hereof, the Plan Administrator may commence termination of this Agreement by providing a notice of termination to GRS. Notwithstanding the foregoing, this Agreement shall be considered to have been terminated pursuant to this Section 5(b) only if, prior to such notice of termination:
  - (i) the Plan Administrator shall have given to GRS written notice describing with specificity the Significant Breach;
  - (ii) a period of 60 days from and after the giving of such notice shall have elapsed without GRS's having substantially cured or remedied such reason for termination during such 60-day period, unless such reason for termination cannot be substantially cured or remedied within 60 days, in which case the period for remedy or cure shall be extended for a reasonable time (not to exceed 60 days), provided that GRS has made and continues to make a diligent effort to effect such remedy or cure; and
  - (iii) a final determination shall have been made by the Plan Administrator that the Significant Breach persists, following a meeting at which GRS shall be entitled to appear and contest the determination.
- (c) Condition Precedent. Upon receipt of a notice of termination pursuant to Section 5(b) hereof, or for termination of this Agreement for any other reason, GRS shall return or destroy all Protected Health Information received from the Plan, or created or received by GRS on behalf of the Plan, that GRS still maintains in any form, and shall retain no copies of such information, except that if GRS determines that such return or destruction is not feasible, GRS shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible.

- (d) Report to Secretary of HHS. If, in the reasonable determination of the Plan Administrator, termination of the Agreement pursuant to Section 5(b) hereof is not feasible, the Plan Administrator shall report the Significant Breach to the Secretary.

**6. Other Provisions**

- (a) Separate from Service Agreement. Notwithstanding anything herein to the contrary, this Agreement shall not be construed, and is not intended, to be a part of any Service Agreement or to otherwise impose on GRS any duties, responsibilities, obligation whatsoever in respect of the administration of the Plan, including any duties, responsibilities or obligation of the Plan pursuant to HIPAA/HITECH.
- (b) No Liability. To the fullest extent permitted by law, GRS shall be under no liability for any use or disclosure made in accordance with the directions of the Plan Administrator or other Plan representatives.
- (c) No Duty to Question. Notwithstanding anything herein to the contrary, GRS shall not be under any duty to question any directions received from the Plan Administrator, nor to review in any respect the manner in which any fiduciary of the Plan exercises its authority and discharges its duties with respect to the Plan.
- (d) Amendment. The Parties agree to take such action to amend this Agreement from time to time as is necessary for the Plan to comply with the requirements of HIPAA/HITECH.
- (e) Ambiguities. Any ambiguity in this Agreement shall be resolved in a manner that is consistent with the applicable requirements under HIPAA/HITECH.
- (f) Notice. Any notice required to be given hereunder shall be in writing and delivered by hand or sent by facsimile, registered or certified mail, return receipt requested, or by air courier, to the address (or fax number) cited in the signature block of this Agreement or to such other address (or fax number) as shall be specified by like notice by either Party, and shall be deemed given only when received.
- (g) Headings. The title, headings, and subheadings of this Agreement are solely for the convenience of the Parties and do not affect the meaning or interpretation of any provision of this Agreement.
- (h) Governing Law. Except to the extent preempted by Federal law, this Agreement shall be governed by and enforceable in accordance with the laws of the State of Texas without giving effect to the principles of conflict of laws thereof.
- (i) Arbitration. Any controversy or claim arising out of this Agreement, or the breach or violation thereof, shall be settled by binding arbitration in the City of Dallas, Texas, in accordance with the rules then obtaining of the American Arbitration Association, and the arbitrator's decision shall be binding and final, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.
- (j) Entire Agreement. This Agreement contains the entire understanding between the Plan and GRS with respect to the subject matter hereof and, except as specifically provided herein, cancels and supersedes any and all other agreements between the Plan and GRS with respect to the subject matter hereof. Any amendment or modification of this Agreement shall not be binding unless in writing and signed by both the Plan and GRS.

- (k) Severability. In the event that any provision of this Agreement is determined to be invalid or unenforceable, the remaining terms and conditions of this Agreement shall be unaffected and shall remain in full force and effect, and any such determination of invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement.
- (l) No Benefit to Others. The representations, covenants and agreements contained in this Agreement are for the sole benefit of the Parties, and they shall not be construed as conferring, and are not intended to confer, any rights on any other persons.
- (m) Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the Parties have entered into this Business Associate Agreement, effective as of the Effective Date.

CITY OF FREEPORT RETIREE HEALTH CARE PLAN

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

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

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

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

Address: \_\_\_\_\_

Fax Number: \_\_\_\_\_

GABRIEL, ROEDER, SMITH & COMPANY

Date: April 22, 2019

By: 

Name: Christine Scheer

Title: Corporate Secretary

Address: One Towne Square, Suite 800  
Southfield, Michigan 48076

Fax Number: (248) 799-9020



## MASTER INTERLOCAL PURCHASING AGREEMENT

**THIS MASTER INTERLOCAL AGREEMENT (“ILA”)**, made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”), by and between the North Central Texas Council of Governments, hereinafter referred to as “NCTCOG,” having its principal place of business at 616 Six Flags Drive, Arlington, TX 76011, and \_\_\_\_\_, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as “Participant,” having its principal place of business at \_\_\_\_\_

**WHEREAS**, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

**WHEREAS**, pursuant to the Act, NCTCOG is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

**WHEREAS**, in reliance on such authority, NCTCOG has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

**WHEREAS**, Participant has represented that it is an eligible entity under the Act, that it is authorized to enter into this Agreement on \_\_\_\_\_ (Date), and that it desires to contract with NCTCOG on the terms set forth below;

**NOW, THEREFORE**, NCTCOG and the Participant do hereby agree as follows:

### ARTICLE 1: LEGAL AUTHORITY

The Participant represents and warrants to NCTCOG that (1) it is eligible to contract with NCTCOG under the Act for the purposes recited herein because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Agreement.

### ARTICLE 2: SCOPE OF SERVICES

The Participant appoints NCTCOG its true and lawful purchasing agent for the purchase of certain products and services (“Products” or “Services”) through the North Texas SHARE program. Participant will access the Program through [www.NorthTexasSHARE.org](http://www.NorthTexasSHARE.org). All purchases under this Agreement shall comply with applicable Texas competitive bidding statutes as well as the specifications, contract terms and pricing applicable to such purchases. NCTCOG may also serve as a coordinating agent to administer the use of eligible Participant contracts to other participants of North Texas SHARE. The eligibility of such contracts will be determined by incorporation of coordinating agent authorization in Participant’s solicitation documents. Title to all products purchased under the North Texas SHARE program shall be held by Participant unless otherwise agreed. Nothing in this Agreement shall preclude the Participant from purchasing Products and/or Services offered in the North Texas SHARE program directly from the vendor/supplier.

**ARTICLE 3: PAYMENTS**

Upon delivery of goods or services purchased and presentation of a properly documented invoice, the Participant shall promptly, and in any case within thirty (30) days, pay the contracted provider the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall NCTCOG have any financial liability to the Participant for any goods or services Participant purchases through the North Texas SHARE program.

**ARTICLE 4: PERFORMANCE PERIOD**

This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect for one (1) year. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with Article 6 below. Any modification of this Agreement must comply with the requirements of Article 5 below.

**ARTICLE 5: CHANGES AND AMENDMENTS**

This Agreement may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. NCTCOG reserves the right from time to time to make changes in the scope of products and services offered through the North Texas SHARE program.

**ARTICLE 6: TERMINATION PROCEDURES**

NCTCOG or the Participant may cancel this Agreement for any reason and at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. The obligation of the Participant to pay for any Service and/or Products purchased under this Agreement, shall survive such cancellation, as well as any other Participant costs incurred prior to the effective date of the cancellation.

**ARTICLE 7: APPLICABLE LAWS**

NCTCOG and the Participant agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

**ARTICLE 8: DISPUTE RESOLUTION**

The parties to this Agreement agree to the extent possible and not in contravention of any applicable state or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process before resorting to litigation.

**ARTICLE 9: MISCELLANEOUS**

- a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Tarrant County, Texas.
- b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.
- c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.

North  Texas  
**SHARE**  
 Your Public Sector Solutions Center

For NCTCOG Use Only ILA No: _____
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- d. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.
- e. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.
- f. This Agreement and any attachments/addendums, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

**THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:**

**North Central Texas Council of Governments**  
 North Texas SHARE  
 616 Six Flags Drive, Arlington, Texas 76011

\_\_\_\_\_  
 Name of Participant Agency

\_\_\_\_\_  
 NCTCOG Executive Director or Designee

\_\_\_\_\_  
 Mailing Address

\_\_\_\_\_  
 Signature of Executive Director or Designee

\_\_\_\_\_  
 City State Zip

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name and Title of Authorized Official or Designee

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date



## City Council Agenda Item #12

**Title:** Consideration of and action on a Resolution 2019-2594 requesting to participate in the Texas Comptroller of Public Accounts Cooperative Purchasing Program.

**Date:** June 17, 2019

**From:** Stephanie Russell, Finance Director

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**Staff Recommendation:**

Staff recommends approval of Resolution requesting to participate in the Texas Comptroller of Public Accounts Cooperative Purchasing Program.

**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:**

Created by legislation in 1979, the Texas Comptroller of Public Accounts' (CPA) Texas SmartBuy Membership Program offers members a unique opportunity to make the most of their purchasing dollars and efforts by using the State of Texas volume buying power.

Texas SmartBuy Membership Benefits:

- Get Best Value for Purchases – purchasers competitively bid and award hundreds of contracts in accordance with state purchasing statutes and competitive bidding requirements.
- Save Valuable Time and Effort – order from hundreds of established state contracts.
- Search Thousands of Vendors through Centralized Master Bidder's List, a database of over 9,000 companies (including HUBs).
- Post Bid and Award Notices on the Electronic State Business Daily.
- Opportunity to get discounted rates on rental cars, hotels and airline tickets.

**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:** Resolution 2019-2594



# RESOLUTION 2019-2594

**State of Texas**

**County of** Brazoria

Whereas, the Texas Comptroller of Public Accounts is authorized to provide purchasing services for local governments pursuant to §§ 271.082 and 271.083 of the Local Government Code;

and **WHEREAS**, the City Council  
(e.g., Commissioner's Court, City Council, School Board, Board of Directors)

of City of Freeport  
(Name of Qualified Entity), is a: (Check one of the following.)

- County
- Municipality
- Political Subdivision (Utility, Appraisal Districts)
- State-funded Assistance Organization
- Independent School District
- Junior College District
- Mental Health and Mental Disability Community Center
- Housing and Transportation Authority

defined as an entity qualified to participate in the Texas SmartBuy Membership Program of the Texas Comptroller of Public Accounts pursuant to § 271.081 of the Local Government Code; and

WHEREAS, in accordance with the requirements of 34 TAC §20.85 administrative rules, the Agent(s) of Record,  
Tim Kelty City Manager  
(Name of Person, primary contact) (Title)

(and Stephanie Russell Finance Director) is/are authorized to execute  
(Name of Person, secondary contact) (Title)

any and all documentation for City of Freeport pertaining to its participation in the Texas  
(Entity Name)

Comptroller of Public Accounts Cooperative Purchasing Program; and

WHEREAS, City of Freeport acknowledges its obligation to pay annual participation fees  
(Entity Name)

established by the Texas Comptroller of Public Accounts.

NOW, THEREFORE BE IT RESOLVED, that request be made to the Texas Comptroller of Public Accounts to approve  
City of Freeport for participation in the Texas Comptroller of Public Accounts Cooperative Purchasing Program.  
(Entity Name)

Adopted this 17 day of June, 2019 by City of Freeport  
(Entity Name)

By: \_\_\_\_\_  
(Signature of Chair)  
Troy Brimage  
(Printed Name)  
Mayor  
(Title of Chair)

\_\_\_\_\_  
(Signature of primary Agent of Record)  
Tim Kelty/City Manager  
(Name/Title of primary Agent of Record)  
\_\_\_\_\_  
(Signature of secondary Agent of Record)  
Stephanie Russell/Finance Director  
(Name/Title of secondary Agent of Record)



## City Council Agenda Item #13

**Title:** Consideration and Possible Action Authorizing the City Manager to Execute any and All Documents Necessary to Effectuate an Agreement for Municipal Advisor Services with Masterson Advisors LLC.

**Date:** June 17, 2019

**From:** Stephanie Russell, Finance Director

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**Staff Recommendation:**

Staff recommends entering an agreement with Masterson Advisors LLC to serve as the City's Municipal Advisor.

**Item Summary:**

The City does not currently have a Municipal Advisor to assist with new debt issues, outstanding or potential debt issues. Aside from debt issues, these services also include review and recommendations regarding long-range financial plans, projections or pro-forma models, and identifying underlying assumptions. Lastly, should the City have an aggregate debt of over \$10 million it will be required to comply with the requirements of Security and Exchange Commission Rule 15c2-12, as amended, which will require the services of a Municipal Advisor.

**Background Information:**

Masterson Advisors LLC was officially launched in March 2018 and is headquartered in Houston, Texas. The firm provides a broad range of specialized advisory services to governmental entities such as municipal utility and other special districts, cities, school districts, port authorities and tax increment zones and redevelopment authorities – and not-for-profits like charter schools and universities. Masterson Advisors helps clients with capital planning, debt management, affordability, and constantly reviewing current and future debt obligations to optimize credit ratings and minimize client costs.

The 11 Houston-based advisory team members total over 160 years of combined advisory experience. Masterson Advisors LLC is one of the largest independent municipal advisory firms in the Houston area with 294 clients throughout southeast Texas. In addition to its municipal clients, the firm currently serves the Port of Freeport.

**Special Considerations:**

N/A

**Financial Impact:**

Masterson Advisors LLC can assist the City with the capital planning process and determine how much debt can be afforded and when.

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

N/A

**Supporting Documentation:**

Municipal Advisor Engagement Letter (the "Agreement")



# MUNICIPAL ADVISOR ENGAGEMENT LETTER

## CITY OF FREEPORT, TEXAS

MASTERTON ADVISORS LLC ("Municipal Advisor") appreciates the opportunity to serve as municipal advisor to CITY OF FREEPORT, TEXAS ("Client"). Upon your acceptance, this engagement letter (the "Agreement") will serve as our mutual agreement with respect to the terms and conditions of our engagement as your municipal advisor, effective on the date this Agreement is executed by Client (the "Effective Date").

### 1. Scope of Services.

(a) **Services to be provided.** Municipal Advisor is engaged by Client as its municipal advisor to provide the services with respect to the issuances of municipal securities ("Issues") set forth in Appendix A (the "Scope of Services").

(b) **Limitations on Scope of Services.** The Scope of Services is subject to the following limitations:

(i) The Scope of Services is limited solely to the services described therein and is subject to any limitations set forth within the description of the Scope of Services.

(ii) Unless otherwise provided in the Scope of Services described herein, Municipal Advisor is not responsible for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Municipal Advisor provided by Municipal Advisor for inclusion in such documents.

(iii) The Scope of Services does not include tax, legal, or accounting advice with respect to any issue or in connection with any opinion or certificate rendered by counsel or any other person at closing and does not include review or advice on any feasibility study.

(iv) If Client has designated Municipal Advisor as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption") with respect to the activities and aspects described in the Scope of Services, the Scope of Services as they relate to such designation as IRMA shall be subject to any limitations with respect to Municipal Advisor's activities as IRMA as may be provided in the Scope of Services described herein. Municipal Advisor is not responsible for verifying that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Any reference to Municipal Advisor, its personnel and its role as IRMA in the written representation of Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Municipal Advisor, and Client agrees not to represent, publicly or to any specific person, that Municipal Advisor is Client's IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Municipal Advisor's prior written consent.

(c) **Amendment to Scope of Services.** The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.



## **2. Municipal Advisor's Regulatory Duties When Servicing Client.**

MSRB Rule G-42 requires that Municipal Advisor make a reasonable inquiry as to the facts that are relevant to Client's determination whether to proceed with a course of action or that form the basis for and advice provided by Municipal Advisor to Client. The rule also requires that Municipal Advisor undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about Client and the authority of each person acting on Client's behalf.

Client agrees to cooperate, and to cause its agents to cooperate, with Municipal Advisor in carrying out these regulatory duties, including providing to Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, Client agrees that, to the extent Client seeks to have Municipal Advisor provide advice with regard to any recommendation made by a third party, Client will provide to Municipal Advisor written direction to do so as well as any information it has received from such third party relating to its recommendation.

## **3 Fiduciary Duty**

Municipal Advisor is registered as a Municipal Advisor with the SEC and Municipal Securities Rulemaking Board ("MSRB"). As such, Municipal Advisor has a Fiduciary duty to Client and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

### Duty of Care:

- a) exercise due care in performing its municipal advisory activities;
- b) possess the degree of knowledge and expertise needed to provide Client with informed advice;
- c) make a reasonable inquiry as to the facts that are relevant to Client's determination as to whether to proceed with a course of action or that form the basis for any advice provided to Client; and
- d) undertake a reasonable investigation to determine that Municipal Advisor is not forming any recommendation on materially inaccurate or incomplete information; Municipal Advisor must have a reasonable basis for:
  - i. any advice provided to or on behalf of Client;
  - ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by Client, any other party involved in the municipal securities transaction or municipal financial product, or investors in Client securities; and
  - iii. any information provided to Client or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

### Duty of Loyalty:

Municipal Advisor must deal honestly and with the utmost good faith with Client and act in Client's best interests without regard to the financial or other interests of Municipal Advisor. Municipal Advisor will eliminate or provide full and fair disclosure (included herein) to Issuer about each material conflict of interest (as applicable). Municipal Advisor will not engage in municipal advisory activities with Client as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in Client's best interests.

## **4. Term of this Engagement.**

This Agreement shall become effective on the date executed by the Client, and unless terminated by either party, this Agreement will remain in effect for a period of five (5) years from the effective date. Unless Municipal Advisor or Client notify the other party in writing at least thirty (30) days in advance of the applicable anniversary date that this Agreement will not be renewed, this Agreement will be automatically renewed on the fifth anniversary of the effective date for an additional one (1) year period and thereafter will be automatically renewed on each anniversary date for successive one (1) year periods. This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination.

**5. Compensation.**

(a) ***Fees and expenses.*** The fees due to Municipal Advisor hereunder shall be, and expenses incurred by Municipal Advisor in connection with any services provided hereunder shall be reimbursed, as set forth in **Appendix B** hereto.

(b) ***Limitation of liability.*** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Municipal Advisor or any of its associated persons, Municipal Advisor and its associated persons shall have no liability to Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Municipal Advisor to Client. No recourse shall be had against Municipal Advisor for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or otherwise relating to the tax treatment of any Issue, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Municipal Advisor's fiduciary duty to Client under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

**6. Required Disclosures.**

MSRB Rule G-42 requires that Municipal Advisor provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Municipal Advisor's Disclosure Statement delivered to Client together with this Agreement.

Municipal Advisor, represent that, to the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law including without limitation, 50 U.S.C. Section 4607, none of the Municipal Advisor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Municipal Advisor (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

**7. Recommendations**

If Municipal Advisor makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by Client and is within the scope of the engagement, Municipal Advisor will determine, based on the information obtained through reasonable diligence of Municipal Advisor whether a municipal securities transaction or municipal financial product is suitable for Client. In addition, Municipal Advisor will inform Client of:

- the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- the basis upon which Municipal Advisor reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for Client; and
- whether Municipal Advisor has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the Client objectives.

If Client elects a course of action that is independent of or contrary to the advice provided by Municipal Advisor, Municipal Advisor is not required on that basis to disengage from Client.

8. **Record Retention**

Effective July 1, 2014, pursuant to the Securities and Exchange Commission (SEC) record retention regulations, Municipal Advisor is required to maintain in writing, all communication and created documents between Municipal Advisor and Client for 5 years.

9. **Waiver of Jury Trial.**

EACH PARTY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

10. **Choice of Law.**

This Agreement shall be construed and given effect in accordance with the laws of Texas.

11. **Binding Effect; Assignment.**

This Agreement shall be binding upon and inure to the benefit of Client and Municipal Advisor, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

12. **Entire Agreement.**

This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties.

13. **Severability.**

If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

14. **No Third Party Beneficiary.**

This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

15. **Authority.**

The undersigned represents and warrants that (s)he has full legal authority to execute this Agreement on behalf of Client. The following individual has the authority to direct Municipal Advisor's performance of its activities under this Agreement:

**DREW MASTERSON, MANAGING DIRECTOR, MASTERSON ADVISORS LLC**

16. **Counterparts.**

This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

**17. Municipal Securities Rulemaking Board Rule G-10 Disclosure**

Pursuant to Municipal Securities Rulemaking Board Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:

- Municipal Advisor is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board.
- Within the Municipal Securities Rulemaking Board ("MSRB") website at [www.msrb.org](http://www.msrb.org), Client may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

**MASTERSON ADVISORS LLC**

By: \_\_\_\_\_  
Drew Masterson  
Managing Director

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

**ACCEPTED AND AGREED:**

**CITY OF FREEPORT, TEXAS**

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

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

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

## APPENDIX A SCOPE OF SERVICES

The Scope of Services to be provided under this Agreement shall consist of the activities described below with respect to Client's new and outstanding issues of bonds issued or outstanding during the term of this Agreement (the "Issue(s)"). The Scope of Services shall also include activities during the term of this Agreement. In addition, Municipal Advisor is designated as Client's independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption") with respect to the aspects of the Issue(s) described in this Appendix A.

### Activities

Municipal Advisor shall or may undertake some or all of the following activities for or on behalf of Client with respect to the Issue(s) in carrying out this engagement, as directed by Client

- A. **New Issues.** Provide some or all of the following services with respect to Client's new Issue(s):
1. Evaluate options or alternatives with respect to the proposed new Issue
  2. Review recommendations made by other parties to Client with respect to the new Issue
  3. Review financial and other information regarding Client, the proposed Issue and any source of repayment of or security for the Issue
  4. Consult with and/or advise Client on actual or potential changes in market place practices, market conditions, regulatory requirements or other matters that may have an impact on Client and its financing plans
  5. Assist Client in establishing a plan of financing
  6. Assist Client in establishing the structure, timing, terms and other similar matters concerning the Issue
  7. Prepare the financing schedule
  8. Provide assistance as to scheduling, coordinating and meeting procedural requirements relating to any required bond referendum, other than through cash or in-kind contributions with respect to such referendum
  9. Consult and meet with representatives of Client and its agents or consultants with respect to the Issue
  10. Attend meetings of Client's governing body, as requested
  11. Advise Client on the manner of sale of the Issue
  12. Assist in the gathering of information with respect to financial, statistical and factual information relating to Client in connection with the preparation of the preliminary and final official statement
  13. If the Issue is to be sold on a competitive bid basis and Client has not engaged disclosure counsel to prepare the preliminary and final official statement, prepare the preliminary and final official statement and the bid package, obtain CUSIP numbers and provide an electronic version of the official statement to the winning underwriter
  14. If the Issue is to be sold on a negotiated basis, assist in the preparation and/or review the preliminary and final official statement
  15. Make arrangements for printing, advertising and other vendor services necessary or appropriate in connection with the Issue
  16. In a competitive bid sale, assist Client in collecting and analyzing bids submitted by underwriters and in connection with Client's selection of a winning bidder
  17. In a negotiated sale, assist Client in the selection of underwriters
  18. At the time of sale, provide Client with relevant data on comparable issues recently or currently being sold nationally and by comparable Clients
  19. In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise Client on matters relating to retail or other order periods and syndicate priorities, review the order book, advise on the acceptability of the underwriter's pricing and offer to purchase
  20. Advise Client with respect to recommendations made by the underwriters and other interactions between Client and the underwriters
  21. Review required underwriter disclosures to Client
  22. Assist Client in selecting legal and other professionals (such as trustee, escrow agent, accountant, feasibility consultant, etc.) to work on the Issue
  23. Respond to questions from bidders, underwriters or potential investors
  24. Arrange and facilitate visits to, prepare materials for, and make recommendations to Client in connection with credit ratings agencies, insurers and other credit or liquidity providers

25. Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of Client and other documents necessary to finalize and close the Issue
26. Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds
27. Prepare a closing memorandum or transaction summary, together with general guidance for Client with respect to post-closing requirements relating to the use and investment of bond proceeds and the payment of debt service
28. Provide such other usual and customary financial advisory services as may be requested by Client

B. **Outstanding or Potential Issues.** Provide some or all of the following services with respect to Client's outstanding Issue(s):

1. Advise Client on potential exercise of optional or other call rights, or potential tender offers, for outstanding Issue(s)
2. Advise Client on potential refunding or other refinancing opportunities of its outstanding Issue(s)
3. Review recommendations made by other parties to Client with respect to outstanding Issue(s)
4. Evaluate options or alternatives for Client with respect to, and assist in identifying, financing opportunities, including recommendations by other parties to Client for potential financings
5. Consult with and/or advise Client on actual or potential changes in market place practices, market conditions, regulatory requirements or other matters that may have an impact on Client's outstanding Issue(s)
6. Advise Client on post-issuance disclosure compliance matters, including specific issues that may arise from time to time and the preparation, review and revision of applicable policies and procedures, relating to outstanding Issue(s)
7. Advise Client on matters relating to compliance with, including testing and/or reporting on compliance with, bond or other covenants relating to outstanding Issue(s)
8. Review documentation of outstanding Issue(s) with Client personnel and with Client's bond counsel and other consultants
9. Assist Client in responding to inquiries from investors or other market participants in connection with Client's outstanding Issue(s)

C. **Municipal Financial Products.** Provide some or all of the following services relating to Municipal Financial Product(s), as defined in the Securities Exchange Act Section 15B(e)(5):

1. Advise Client on the investment of proceeds of Client's Issue(s) or on municipal escrow investments relating to such Issue(s), including but not limited to advice on or brokerage of guaranteed investment contracts for the investment of proceeds of the Issue or for municipal escrow investments, or the recommendation and brokerage of municipal escrow investments in connection with the Issue(s)
2. Advise Client on municipal derivatives, which advice may include but not be limited to the following items.

Upon the request of an authorized representative of the Client, Municipal Advisor agrees to perform the consulting services detailed in the following provisions of this Agreement and, for having rendered such services, the Client agrees to compensate Municipal Advisor as provided in Appendix B. Municipal Advisor shall provide:

Documentation. As requested by the Client, Municipal Advisor shall assist in the preparation of documentation for the execution, termination, or modification of each Municipal Financial Product.

Execution, termination, or modification of Municipal Financial Product(s). As requested by the Client, Municipal Advisor shall assist in the execution, termination, or modification and closing of each Municipal Financial Product.

Fair Market Value Opinion. As requested by the Client, Municipal Advisor shall provide the Client with a fair market value opinion relating to the execution, termination, or modification of each Municipal Financial Product.

Designated Evaluation Agent. Pursuant to applicable regulatory requirements imposed under the authority Title VII of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, for each Municipal Financial Product in which it is named as the Client's Designated Evaluation Agent, Municipal Advisor shall represent that it is capable of independently evaluating investment risks with regard to the relevant swap or trading strategy involving a swap.

- D. **Other Services.** Provide some or all of the following additional advisory services with respect to Client's new or outstanding Issue(s):
1. Review and provide advice on Client's long-range financial plans, projections or pro-forma models, including recommendations concerning underlying assumptions
  2. Assist in incorporating Client's new or outstanding Issue(s) into Client's long-range financial plans, projections or pro-forma models
  3. Provide assistance as to the development of any capital improvement programs of the Client

**APPENDIX B  
COMPENSATION**

The fees due to Municipal Advisor will not exceed those contained in our customary fee schedule as listed below:

\$9,000	for the first	\$ 500,000 of bonds issued
plus \$4.00 per \$1,000	for the next	\$ 1,500,000 of bonds issued
plus \$2.00 per \$1,000	for the next	\$ 3,000,000 of bonds issued
plus \$1.75 per \$1,000	thereafter	

The above charges shall be multiplied by 1.25 times for the completion of an application to federal or state government agency or for the issuance of revenue bonds or refunding bonds, reflecting the additional services required.

*The payment of charges for financial advisory services described in the foregoing Agreement shall be contingent upon the delivery of bonds and shall be due at the time that bonds are delivered.*

If we are requested to perform additional financial advisory services for the Issuer other than in connection with the issuance and sale of the securities, such additional services will be billed at the hourly rates shown below based on the time spent by the personnel who work on the matter. Prior to Municipal Advisor performing any such additional financial advisory services, the Issuer and Municipal Advisor must first agree in writing as to a scope of work and budget for such services.

Fees due Municipal Advisor in connection with **paragraph C** of the Scope of Services from Appendix A will not exceed those contained in the fee schedule listed below, or as otherwise negotiated in advance and agreed to by the parties in writing:

1. **Execution, Termination, or Modification.** For services relating to the execution, termination, or modification of any Municipal Financial Product(s), Municipal Advisor shall receive an advisory fee (the "Advisory Fee") equal to \$2.00 per \$1,000 of outstanding notional amount. The Advisory Fee is contingent upon and shall be payable to Municipal Advisor at the time of execution, termination, or modification of each any Municipal Financial Product(s).
2. **Mark-to-Market Evaluation.** For services rendered in connection with Mark-to-Market Evaluation, Municipal Advisor shall receive a one-time setup fee of \$250 for each Transaction (the "Setup Fee") and an annual subscription fee of \$0.00 for each Municipal Financial Product (the "Annual Subscription Fee").

Additionally, the fees due Municipal Advisor for Other Services as outlined in **paragraph D** of the Score of Services from Appendix A or other discussed interim financing shall be calculated on an hourly basis in accordance with the fee schedule set forth below:

<b>Position</b>	<b>Rate per Hour</b>
Managing Director/Director	\$475.00
Vice President	\$375.00
Assistant Vice President	\$275.00
Associate	\$225.00
Analyst	\$200.00
Clerical/Administrative	\$100.00

Municipal Advisor bills in quarter-hour increments.

- Maximum Fee for interim financing: \$30,000 per issuance



The Issuer shall be responsible for the following expenses, if and when applicable, whether they are charged to the Issuer directly as expenses or charged to the Issuer by Municipal Advisor as reimbursable expenses:

- Bond counsel
- Bond printing
- Bond ratings
- Computer structuring
- Credit enhancement
- CPA fees for refunding
- Official statement preparation and printing
- Paying agent/registrar/trustee
- Travel expenses
- Underwriter and underwriters counsel
- Miscellaneous, including copy, delivery, and phone charges

*The payment of reimbursable expenses that Municipal Advisor has assumed on behalf of the Client shall NOT be contingent upon the delivery of the bonds and shall be due at the time that services are rendered and payable upon receipt of an invoice submitted by Municipal Advisor.*

**APPENDIX C**  
**DISCLOSURE STATEMENT OF MUNICIPAL ADVISOR**

This Disclosure Statement is provided by **MASTERSON ADVISORS LLC** (the "**Municipal Advisor**") to you (the "**Client**") in connection with our current municipal advisory agreement, (the "**Agreement**"). This Disclosure Statement provides information regarding conflicts of interest and legal or disciplinary events of Municipal Advisor that are required to be disclosed to Client pursuant to MSRB Rule G- 42(b) and (c)(ii).

**PART A - Disclosures of Conflicts of Interest**

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

**Material Conflicts of Interest** – Municipal Advisor makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under the Agreement with the Municipal Advisor together with explanations of how the Firm addresses or intends to manage or mitigate each conflict.

**General Mitigations** - As general mitigations of the Municipal Advisor conflicts, with respect to all of the conflicts disclosed below, Municipal Advisor mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates the Municipal Advisor to deal honestly and with the utmost good faith with Client and to act in Client's best interests without regard to the Municipal Advisor's financial or other interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

- I. **Other Municipal Advisor Relationships.** Municipal Advisor serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, Municipal Advisor serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Municipal Advisor could potentially face a conflict of interest arising from these competing client interests. None of these other engagements or relationships would impair Municipal Advisor's ability to fulfill its regulatory duties to Client.
- II. **Compensation-Based Conflicts.** Fees that are based on the size of the issue are contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for the Firm to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

Fees based on a fixed amount are usually based upon an analysis by Client and Municipal Advisor of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Municipal Advisor. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Municipal Advisor may suffer a loss. Thus, Municipal Advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

Hourly fees, if any, are calculated with, the aggregate amount equaling the number of hours worked by Municipal Advisor personnel times an agreed upon hourly billing rate. This form of compensation presents a potential conflict of interest if Client and Municipal Advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the Municipal Advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

**PART B - Disclosures of Information Regarding Legal Events and Disciplinary History**

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, Municipal Advisor sets out below required disclosures and related information in connection with such disclosures.

- I. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to Client's evaluation of Municipal Advisor or the integrity of Municipal Advisor's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- II. **How to Access Form MA and Form MA-I Filings.** Municipal Advisor's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system. For purposes of accessing reports, Municipal Advisor's CIK number is 0001733756 and SEC number is 867-02338.

**PART C - Future Supplemental Disclosures**

As required by MSRB Rule G-42, this Municipal Advisor Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of the Municipal Advisor. The Municipal Advisor will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.



## City Council Agenda Item #14

**Title:** Consideration and possible action on approval of a Master Professional Services Agreement for engineering services with Freese and Nichols, Inc. and authorizing the City Manager to sign the agreement.

**Date:** 06/17/2019

**From:** Tim Kelty, City Manager

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**Staff Recommendation:** Staff recommends approval of the agreement.

**Item Summary:** The City has selected Freese and Nichols to act as City Engineer, and would, through this agreement, engage the engineer under the terms and at the rates outlined.

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

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

**Special Considerations:** Approval of Task Authorizations for 2 water and sewer projects will come to City Council for consideration at the next regular meeting (rehab of lift stations 5 & 13, and Sanitary sewer replacement on 8<sup>th</sup> street). Additionally, staff will be utilizing FNI to review plans for a water well rehab project and utility rate study. They are already reviewing to provide consultation to City staff on the requirements of the 2015 Agreed Order between the City and TCEQ regarding Sanitary Sewer Overflows (SSOs). These are services needed for a long time.

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

**Supporting Documentation:** Agreement

**MASTER PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS §

COUNTY OF TARRANT §

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

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

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

This Agreement constitutes the entire Agreement between Client and FNI and supersedes all prior written or oral understandings. This Agreement is valid thru June 17, 2020 and may be extended by mutual agreement.

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

**Freese and Nichols, Inc.**

**City of Freeport, Texas**

By: Mehran Bavarian

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

Mehran (Ben) Bavarian  
Print Name and Title

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

Date: 6-11-19

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

ATTEST: Alex G. Hutton

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



**PROFESSIONAL SERVICES AGREEMENT – ATTACHMENT A  
TASK AUTHORIZATION**

City of Freeport, Texas  
200 West Second Street

Freeport, TX 77541

FNI PROJECT  PROJECT/PHASE/TASK

DATE:  SELECT TO CHOOSE DATE

Project Name:  Name of the Project

Description of Services:  A description of the services.

Deliverables:  Describe deliverables.

Schedule:  Insert schedule.

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

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

**FREESE AND NICHOLS, INC.**

**CITY OF FREEPORT, TEXAS**

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

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

Print Name

Print Name

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

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

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

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

**COMPENSATION**

Compensation to Freese and Nichols shall be based on the following rates. Freese and Nichols, Inc shall perform professional services as outlined within each Task Authorization issued under this Master Agreement. Fees for services will be negotiated for each Task Authorization.

Professional - 4	169
Professional - 5	197
Professional - 6	225
Construction Manager - 1	85
Construction Manager - 2	111
Construction Manager - 3	131
Construction Manager - 4	164
CAD Technician/Designer - 1	91
CAD Technician/Designer - 2	117
CAD Technician/Designer - 3	145
Corporate Project Support - 1	87
Corporate Project Support - 2	105
Corporate Project Support - 3	139
Intern/ Coop	53
Senior Advisor	175

**Rates for In-House Services****Bulk Printing and Reproduction****Travel**

Standard IRS Rates

	<u>B&amp;W</u>	<u>Color</u>
Small Format (per copy)	\$0.10	\$0.25
Large Format (per sq. ft.)		
Bond	\$0.25	\$0.75
Glossy / Mylar	\$0.75	\$1.25
Vinyl / Adhesive	\$1.50	\$2.00
Mounting (per sq. ft.)	\$2.00	
Binding (per binding)	\$0.25	

**OTHER DIRECT EXPENSES:**

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

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

**TERMS AND CONDITIONS OF AGREEMENT**

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

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



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

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

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

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

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

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2019-502838

Date Filed:  
06/11/2019

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Freeze and Nichols, Inc.  
Fort Worth, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
City of Freeport

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
Master PSA  
Master Professional Services Agreement

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Pence, Robert	Fort Worth, TX United States	X	
Cole, Scott	Fort Worth, TX United States	X	
Coltharp, Brian	Fort Worth, TX United States	X	
Greer, Alan	Fort Worth, TX United States	X	
Johnson, Kevin	Dallas, TX United States	X	
Milrany, Cindy	Fort Worth, TX United States	X	
Nichols, Mike	Fort Worth, TX United States	X	
Taylor, Jeff	Houston, TX United States	X	
Wolfhope, John	Austin, TX United States	X	

**5 Check only if there is NO interested party.**


### 6 UNSWORN DECLARATION

My name is Stephanie Stephenson and my date of birth is July 19, 1977

My address is 4055 International Plaza, Suite 200 Fort Worth TX 76109  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 11 day of June, 2019.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Ames & Gough 8300 Greensboro Dr. Suite 980 McLean VA 22102	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): 703-827-2277		FAX (A/C No): 703-827-2279	
	E-MAIL ADDRESS: admin@amesgough.com			
<b>INSURED</b> Freese and Nichols, Inc. 4055 International Plaza, Suite 200 Fort Worth TX 76109	FREEAND-02		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Continental Casualty Company (CNA) A, XV		20443	
	<b>INSURER B:</b> Hartford Casualty Insurance Company A+ (XV)		29424	
	<b>INSURER C:</b> Trumbull Insurance Company A+ (XV)		27120	
	<b>INSURER D:</b> Hartford Fire Insurance Company A+ (XV)		19882	
	<b>INSURER E:</b> Property and Casualty Insurance Company of Hartford		34690	
<b>INSURER F:</b>				

**COVERAGES**                      **CERTIFICATE NUMBER: 1556885480**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			42UUNN18224	10/23/2018	10/23/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/POP AGG	\$ 2,000,000
								\$
E	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			42UENN16305	10/23/2018	10/23/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			42RHUN15748	10/23/2018	10/23/2019	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	42WBUC2821	10/23/2018	10/23/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Professional Liability			AEH008214422	10/23/2018	10/23/2019	5,000,000 / per claim	10,000,000 aggr

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

City of Freeport  
200 West Second Street  
Freeport TX 77541

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

# Monthly Departmental Reports



## **FREEPORT POLICE DEPARTMENT**

430 N. Brazosport Blvd • Freeport, TX 77541 • 979.239.1211 • Fax 979.239.2075

*Lt. Corey Brinkman*  
CID Commander

*Raymond Garivey*  
Chief of Police

*Capt. Danny Gillchriest*  
Patrol Division Commander

### **To: Mayor and Council**

During the Month of May, my officers responded to 2714 calls for service. Those calls include all crime related calls, calls for citizen assistance, Animal Control calls, citizen contact and traffic stops. Anytime an officer calls out on the radio, a call type is generated.

### **Significant Incidents:**

A subject was arrested and charged with Aggravated Robbery after he walked into the convenience store at the corner of Ave A and Velasco and demanded money from the clerk while appearing to have a gun under his jacket.

### **Community Events:**

"Day with out Walls" special needs students toured the police department

National Day of Prayer

We participated in the Velasco Elementary field trip at the city park

SWAT Team conducted a "Active Shooter" training for the employees of Vernor Material Company

Participated in Career Day at Stephen F. Austin Elementary



*To Protect, Serve, Model Integrity and Demonstrate Professionalism*

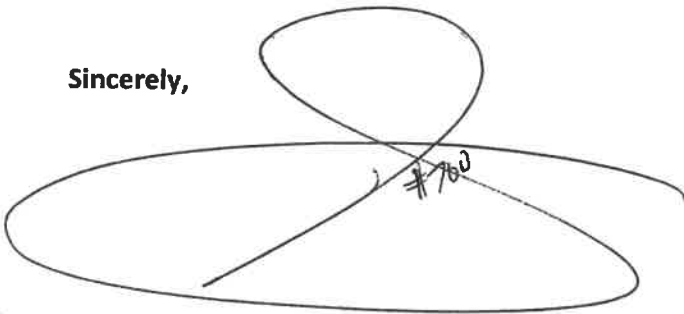
**Employee of the Month:**

Sergeant Jose Lopez was selected at our Employee of the Month for the Month of May. Sgt. Lopez worked on our Best Practices Program recertification which is required every 4 years. He worked on the assignment for over 2 months and happy to say, we should be receiving our official letter within the next 3 weeks officially certifying that we meet all the requirements of the Best Practices Program which means, Freeport PD does better than most agencies in our area. Very proud of all of Sgt. Lopez's hard work on this assignment.

**Open Positions:**

We currently have one Dispatcher position and one School Crossing Guard position available.

Sincerely,

A handwritten signature in black ink, appearing to read "R Garivey", is written over a large, loopy scribble that forms a large, irregular shape.

**Chief Raymond Garivey**

**Freeport Police Department**

**(979) 415-4187**

**STREET DEPARTMENT**  
**MONTHLY REPORT--- May, 2019**

**Drainage Set culverts**

North Avenue - S ----4 ft  
North Avenue - T ----8 ft  
915 West 6th alley--12 ft

**Cut drainage and jetted out culvert pipe**

Cedar and 6th alley-----850 ft

**Concrete report:**

- 1.Cut grades, set forms, & rebar for driveway @ Golf Course
- 2-Sawcut, form, rebar, and pour handicap ramp @ Lucy Goose
- 3-Form, rebar, pour handicap ramp& backfill @ 5th & Mulberry
- 4-Remove concrete, form, rebar, and pour sidewalk @ 1026 West 8th
- 5-Remove concrete, form, rebar, and pour sidewalk @ 302 West 8th
- 6-Remove concrete, form, rebar, and pour sidewalk @ 415 West Broad
- 7-Remove concrete, form, rebar, and pour sidewalk @ 502 West 1st
- 8-Remove concrete, form, rebar, and pour sidewalk @ Cedar & 7th
- 9-Remove concrete, form, rebar, and pour sidewalk @ 818 West 4th
- 10-Remove concrete, form, rebar, and pour sidewalk @ 820 West 4th

**Pothole repair:**

Completed 10+ work orders for QPR asphalt  
9+ alley Blocks with Crushed concrete repairs

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

Total 3 tons of trash/debris collected

**Mowing Report:**

City owned lots completed 100 % of lots 2- times and  
100 % of ROW /drainage ditches1-time

**Sweeper operations:**

Completed one round Quadrants- A,B,C,D,

Also worked on Plan for Volleyball Court & Removed grass from site.

Beach entrance repair and beach cleanup.

**Projected work for June, 2019**

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

Drainage--- 915 West 6th --850 lin.ft.

6-culverts--100 lin. ft.

Complete volleyball court

Sidewalk for Splash Pad & Weight Station

Oversee Contractors on concrete jobs and offer assistance  
where and if needed.



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

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

Christopher Motley  
Chief / EMC

Mike Praslicka  
EMS Coordinator

To: Mr. Kelty, City Manager

From: Christopher D. Motley, Fire Chief

Date: June 12, 2019

Re: April / May 2019

Response alarms: April:	Fire – 8	May: Fire – 9
	EMS: - 173	EMS - 196
	Total: 183	205

Significant Events: Two Motor Vehicle Accidents with a mass care response.  
Traumatic Air transports to Memorial Herman  
Increase calls for snake bites  
Three Structure firesv

Equipment/Instructure: The department received delivery of a new fire engine. Manufacture training and departmental level training was performed. The Engine bay expansion of the building is complete. Pending completion sewer and sidewalks.

Emergency Management:

Processing Hurricane Harvey reimbursement for response and recovery expenses. CDBG-DR approval of the RFQ and awarded Mercer Construction the engineering. Hurricane Preparation Expo set for June 22<sup>nd</sup>. Residents will receive a guide book mailed to their home.

Personnel: Employee testing of firefighter/medic applicants.  
Firefighter/medic resignation  
Hired one firefighter in orientation. Schedule to start shift on June 14.  
Two firefighter/medics out of personnel sick leave.  
Firefighter vacancy (1)  
Fire Marshal vacancy.

Public Relations:

Riverfest BBQ Cook Off  
Afterschool program Freeport Elementary cooking hot dogs.  
Host the Brazosport Police Academy OC training



## May Monthly Report

1. Replaced Men's Restroom Door
2. HVAC system was worked on above women's restroom.
3. Pool has been cleaned several times by pool companies.
4. Ordered new rescue tube, Brick, Spineboard for pool season
5. Cleaned out concession room
6. Mushroom pump has been worked on.
7. Took applications for lifeguards, part time attendants
8. Interviewed for seasonal employees.
9. Hired Seasonal Help
10. Lifeguard certification done for Haley, Bella and all lifeguards.
11. AT&T came out to work on wifi.
12. Replaced a few dead plants due to too much water.

## May Monthly Report:

### Maintenance:

- 1) Install doors @ rec center men's R.R.
- 2) Install door @ soccer field
- 3) Photo cell replacement @ Landing
- 4) Antennas OPD
- 5) Water Leak @ FMP (Munson Rd)
- 6) Trash Can – FCH workout area
- 7) Replace siding in back of museum
- 8) Cleaned ice machine at R.P
- 9) Fixed broken swing @ Arrington
- 10) Fixed broken swing @ Peppermint
- 11) Put out "Pier Closed" signs @ R.P
- 12) Train Rec Center Supervisor on mushroom pump
- 13) Fixed Toilet @ FCHP
- 14) Replace faucet @ FCHP
- 15) Called Brazosport Sec. for camera's @ R.P.
- 16) Built new trash can/stands for beach
- 17) Installed Solar light @ splash pad FCH
- 18) Moved data cable from conf. room to edc office
- 19) Automatic air scents replaced @ City Hall
- 20) A/C Issues @ Library called contractor
- 21) A/C issues @ Gulf Course called contractor
- 22) Fixed toilet 1<sup>st</sup> Floor City Hall
- 23) Check elec/gas/water @ FMp
- 24) Repipe mushroom pump @ Rec Center
- 25) Changed light bulbs @ VIC
- 26) Changed light bulbs @ Pauls office serv center
- 27) Weekend call out for Urinal @ FS2
- 28) Fixed washer @ FMP washroom (New drain Hose)
- 29) Call out for R.P. Internet/Urinal
- 30) Tool apart/cleaned/rebuilt pool pump @ Rec Center
- 31) Install battery backup for Mr. Hickey @ C.H.
- 32) Help Huton with chiller issues @ C.H.
- 33) Nailed board across door @ FCH
- 34) Replaced chain for window screen @ R.P.
- 35) Reinstalled door closure @ R.P.
- 36) Assisted AT&T with broken modem @ R.P.
- 37) Build shelf for modem @ R.P.
- 38) Remove Electical @ FS1

- 39) Assisted rec center supervisor w/backwash
- 40) Checked Chlorine Line @ pool @ rec center
- 41) Demo electrical @ FS1
- 42) Installed new trash cans @ beach (4)
- 43) Reset chiller @ City Hall (alarm code)
- 44) Adjust temps @ City Hall
- 45) Fixed toilet @ City Hall Betty's office
- 46) Checked A/C @ Lucy Goose
- 47) Helped with backwash @ Rec Center
- 48) Fix electrical issues @ Mr. hickeys office to much plugged in to one outlet
- 49) Changed air filters @ Lucy Goose
- 50) Reset Chiller @ City Hall (again)
- 51) Make reserved sign for FMP
- 52) Replaced board @ Lincoln Park
- 53) Changed all air filters @ P.D
- 54) Moved gator to FMP for event
- 55) Fixed cut wire @ City Hall (weekend crew cut)
- 56) Fixed Backboard @ Lincoln Park
- 57) Fixed missing guard board @ Lincoln Park
- 58) Fixed bench @ Pee Wee field
- 59) Reset chiller alarm @ C.H.
- 60) Put Up Flags
- 61) Put new trash can @ Surfside beach
- 62) Fixed swing @ Lincoln Park
- 63) Put locks on stage panel @ FMP
- 64) Fixed board @ Arrington
- 65) New trash can @ Pee Wee
- 66) Check/Reset Chiller@ C.H
- 67) Put Banner up at Mystery Boat
- 68) Check List of good/bad Vehicles
- 69) Check equipment list
- 70) Timer for door locks for holiday @ C.H
- 71) Rearrange Vehicles @ Service center
- 72) Helping Hunton w/install of temper chiller
- 73) Reset timer for doors @ C.H.
- 74) Turned off water for chiller @ C.H.
- 75) Fixed door @ V.C.H Ice machine
- 76) Fixed swing @ Arrington Park
- 77) Pulled porta can out of beach water
- 78) Replace belts in AH 4 @ C.H.
- 79) Made reserved sign for FMP
- 80) Made trash cans for beach

- 81) Flags @ Half Staff for Memorial Day
- 82) Put up 30 U.S. Flags throughout City
- 83) Opened up stuck door @ Pixie House
- 84) Checked A/C @ Lucy Goose
- 85) Help sign guy with LED boat ramp sign
- 86) Take down flags /rebar store @ OPD climate room
- 87) Fixed shelter @ Arrington
- 88) Fixed door lock @ R.P.
- 89) Fixed trash can @ Splash Pad
- 90) Fixed door @ V.C.H
- 91) Fixed Toilet 3rd floor C.H.
- 92) Made 2 more reserved signs
- 93) Repaired fence @ SFA Ball Field
- 94) Door @ City Hall Olin side sticking
- 95) A/C @ Gulf course freezing up again called Hartman
- 96) Check photocells @ landing need to replace
- 97) Move barricades around Porta can @ beach
- 98) Checked exhaust for City Hall 2<sup>nd</sup> floor
- 99) Changed A/C filters @ V.C.H. & V.I.C
- 100) Changed Light bulbs @ R.P.
- 101) Condensation on vent @ Pixie House leaking on floor
- 102) Changed Batteries out of Thermostat @ Pixie
- 103) Showed Previn water shut-off Valve @ FMP
- 104) Fixed Water leak @ FMP
- 105) Fixed Patricia's water hose

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

**Special Events/Exhibits**

**Downtown Market Day** - This month's market was cancelled due to inclement weather. Next Market day is scheduled for Sunday, June 9<sup>th</sup> from 10am-3pm.

**2<sup>nd</sup> Annual Local Author Exhibit** - Originally scheduled to coincide with May market day, the Local Author Exhibit was rescheduled for June 9<sup>th</sup> from 11am-2pm. Scheduled authors include:

- Dr. Gregg Dimmick (*Sea of Mud*)
- Marty Merritt (*After Alden*)
- Brenda Laird (*Images of America: Freeport-Velasco*)
- Janice Edwards (*Chicken Soup for the Soul: The Miracle of Love*)
- Robert Pietzsch (*Troman*)
- Harry Sargent (*Lake Jackson, Images of America*)
- Lora-Marie Bernard – (*Lower Brazos River Canals, Images of America*)
- Bruno Cavazos (*Many Moons Ago*)
- Eileen M. Wagner (*The Ghost City of San Luis Island*)
- Amber Alissa (*Turning Lanes*)

**KidFest** – Plans for KidFest have been secured and fundraising is proving to be relatively consistent with 2018 so far. This year's event will be a Hawaiian Luau themed party including entertainment and decorations. Confirmed sponsors include:

BASF	\$1,000.00
Port Freeport	500.00
Top Coat	250.00
Arlan's Market	500.00
MEGlobal	1,000.00
<b>Totals</b>	<b>\$3,250.00</b>

**Shaking Hands with Other Lands** – Museum Board member Mrs. Carmen Read continues to host this world culture exhibit through June 22<sup>nd</sup>. We hosted a pre-opening event that included international delicacies and a Houston based African dance group that performed for the guests. Mrs. Read has a schedule of classes coming twice a week to learn

more about the different cultures including those of China, Japan, India, Mexico and several African countries.

**Deep Water Shark Exhibit** – Immediately following the world culture exhibit, we will be setting up the sharks in the temporary exhibit hall. We have begun the process of identifying what currently have to create the underwater experience, and what we will still need to purchase. 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.

### Statistical Data

#### Revenues

Admission Fees	(no charges)
Misc. Donations	25.00
Gift Shop	98.75
Sponsorships	250.00
<b>TOTAL</b>	<b>\$373.75</b>

#### Museum Attendance

Adults	68
Children	71
Seniors	31
<b>TOTAL</b>	<b>160</b>



## Human Resources Monthly Report

Date: June 3<sup>rd</sup>, 2019

Reference: May 2019

Department: Human Resource

Department Director: Lei Loni Kershaw

### Data Information:

Position Vacated: <u>3</u>	YTD: <u>13</u>
Position Filled/New Hire Meeting: <u>3</u>	YTD: <u>8</u>
Positions being processed to be filled: <u>3</u>	YTD: <u>10</u>
Worker Compensation New -Claims Processed: <u>0</u>	YTD: <u>2</u>
Worker Compensation On-Going -Claims Processed: <u>1</u>	YTD: <u>4</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>1</u>	YTD: <u>4</u>
Property/Accident On-Going Claims Processed: <u>3</u>	YTD: <u>5</u>
Employee Consultations: <u>22</u>	YTD: <u>46</u>
Director Consultations: <u>7</u>	YTD: <u>28</u>
Past Employee Consultations: <u>1</u>	YTD: <u>4</u>
Disciplinary Action Consultations: <u>1</u>	YTD: <u>3</u>
Exit Interviews: <u>7</u>	YTD: <u>9</u>
Verification of Employment: <u>2</u>	YTD: <u>9</u>
Open Records Requests: <u>0</u>	YTD: <u>2</u>
Consulting with Legal: <u>0</u>	YTD: <u>3</u>
Non- Employee Walk Ins: <u>8</u>	YTD: <u>8</u>
Processing Fixed Assets: <u>1</u>	YTD: <u>7</u>
Processing FMLA: <u>1</u>	YTD: <u>1</u>

### On Going Special Projects:

Employee Lunches with the City Manager

Windstorm Insurance Review

Fixed Assets Audit for Insurance Coverage Review.

Policy Revisions Review- Fire/EMS Appendix A, Transfers, Tuition Reimbursement, Paydays and Hours of Work, Long-Term Disability, Education Pay

Budget Review for Positions and Salaries

**Employee of the Month Program**

**Payroll Audit 2017/2018**

**Health Benefits Review**

**Seasonal Employee Applications and Process**

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

**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**



## **Parks Monthly Progress Report**

**May 2019**

### **Facilities**

1. \*Beach Start-Up
2. \*A/C at River Place
3. \*Rental Agreement
4. Flowerbeds- grooming corridor
5. Seasonal flowers corridors
6. River Place fb upgrade
7. Rec Center secure equipment to floor
8. Nominate Employee of the month- Pascual Robles
9. Finish painting Freeport Municipal Park (FMP)
- 10.\*Quotes to repair Antonelli?
- 11.\*Mystery Boat quotes to repair
- 12.VIC Painted all Parking Curbs Yellow
13. Parks Cook Off Clean up
- 14.Take flags, table, Podium to kitchen R.P.

### **GROUNDS**

1. Trimmed all trees for graduation on 288 W/Contractor
2. Set up 4 piece stage at R.P.
3. Pick up furniture from Memorial Day Care delivered to Museum.
4. Help trim all rose bushes downtown
5. Hauling limbs off beach with beach trailer
6. \*Clean inlets on FMP and Ave. A
7. \*Spray all insides of playgrounds
8. Help with chairs & tables at Pixie House

\*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. Clean Inlets as needed due to rain.

## Monthly Golf Course report May 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	\$18,000	\$16,251	\$-1749.00
Cart Rental	\$10,000	\$ 8,497	\$-1503.00
Merchandise	\$11,000	\$16,907	\$+5907.00
Prep Food	\$ 1,000	\$ 934	\$- 66.00
Beer Sales	\$ 7,000	\$ 7,240	\$-+ 240.00
Drinks/Chips	\$ 3,500	\$ 4,307	\$+ 807.00
Memberships	\$ 7,000	\$ 8,595	\$+ 1595.00
Total	\$57,500	\$62,731	\$ +5231.00

For the month of May we exceeded our revenue goal by \$5000 which is great when you take in the consideration we were closed for 4 days due to the river coming onto the course. We currently have 131 members which is the highest I have seen in the 11 years I have been here. Number of rounds for the month was 2803. Our tournaments are continuing to grow as well and Columbia hosted a jr high tournament that had over 60 students from the county.

We have quite a few tournaments and events coming in the next few months. We also have the First Tee program starting in July for our area youth. So as long as Mother Nature cooperates we should have a very strong end to our fiscal year.

Thank you

Brian



## Finance Department

**Title:** Monthly Report for May 2019

**Date:** June 17, 2019

**From:** Stephanie Russell, Finance Director

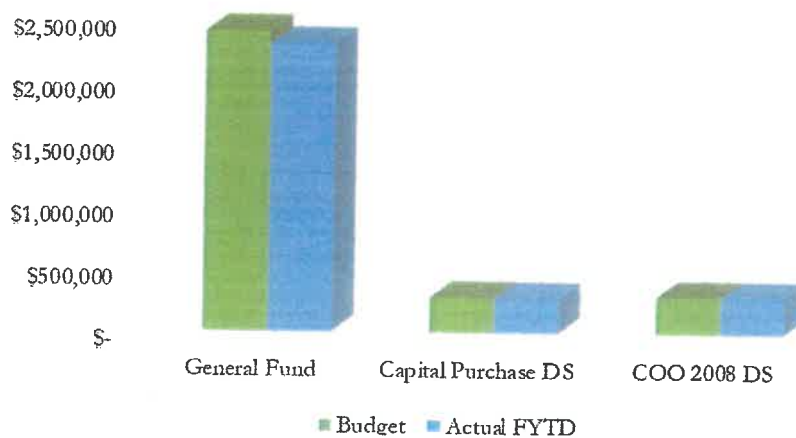
### Major Revenue

#### Property Tax

As of the end of May, the City had received 97% of its Property Tax Revenue.

Fund	Budget	Actual FYTD	% Rcvd FYTD
General Fund	\$ 2,412,833	\$ 2,314,433	96%
Capital Purchase DS	\$ 279,907	\$ 278,609	100%
COO 2008 DS	\$ 295,518	\$ 294,189	100%
<b>Total</b>	<b>\$ 2,988,258</b>	<b>\$ 2,887,230</b>	<b>97%</b>

Property Tax Budget vs. Actual



#### Industrial District Contracts

The City has received 64% of its revenue to-date, the next payments are due July 31st.

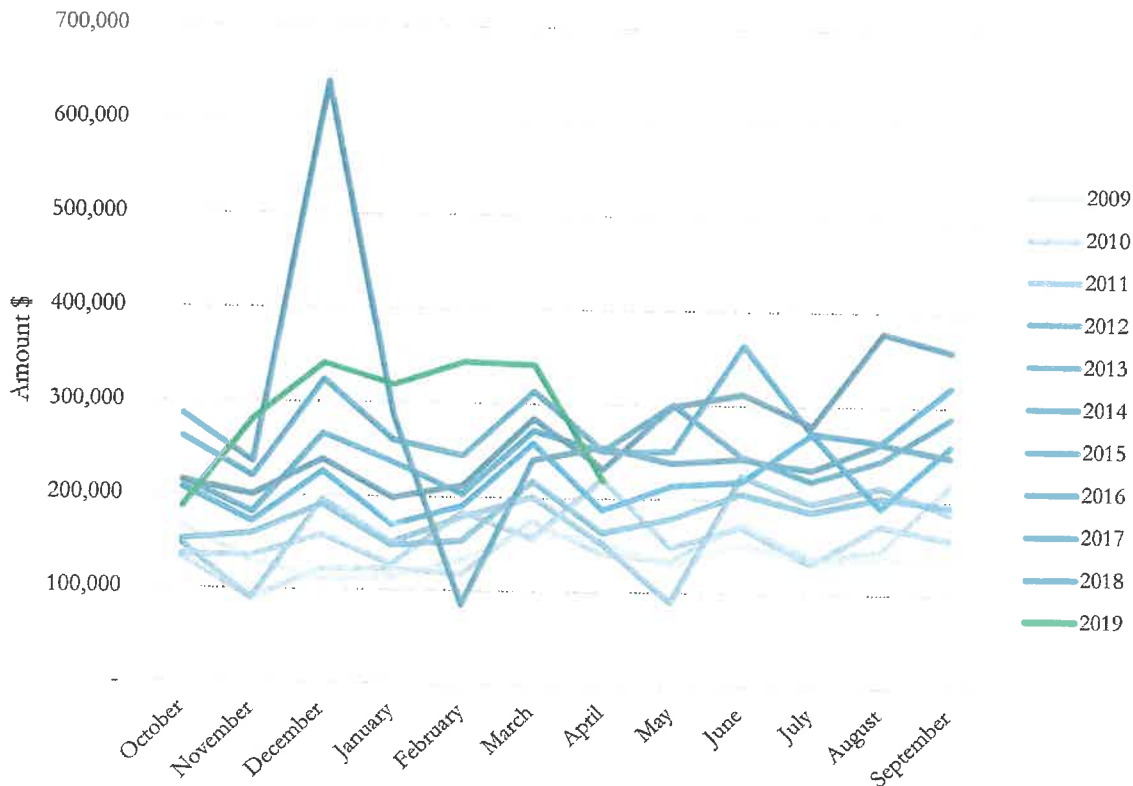
Agreement	Amended Budget	Actual YTD	% Rcvd FYTD
Brazosport IDA	4,273,311	2,136,655.48	50%
Freeport IDA	1,484,553	943,552.55	64%
Freeport LNG	1,775,000	1,775,000	100%
<b>Total</b>	<b>\$ 7,532,864</b>	<b>\$ 4,855,208</b>	<b>64%</b>

Sales Tax

Sales Tax Revenue is up about 30% from this time last fiscal year (April) and trending over budget – over 90% has been received for only 58% of the year. Please note, there is a two-month lag from when Sales Tax is collected and received by the City; thus, April's Sales Tax was received in June.

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	219,081	-5%
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>2,034,460</b>	
<b>Total Budget</b>	<b>2,437,000</b>	<b>2,250,000</b>	<b>-8%</b>
<b>% of Budget YTD</b>	<b>131.9%</b>	<b>90.4%</b>	

Comparison of Sales Tax Revenue by Year



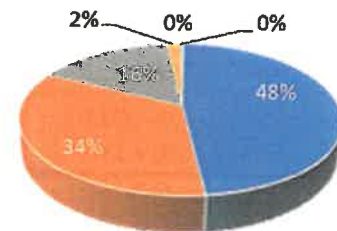
## Utilities

	FY2018	FY2019 YTD
<b>Service Categories</b>		
Water	\$ 2,790,757	\$ 1,763,428
Sewer	\$ 1,910,245	\$ 1,252,820
Garbage	\$ 877,392	\$ 590,604
Ambulance	\$ 92,044	\$ 62,250
Surcharges	\$ 3,048	\$ 155
Miscellaneous	\$ 9,456	\$ 10,775
<b>Total</b>	<b>\$ 5,682,942</b>	<b>\$ 3,680,031</b>

<b>Water Consumptions (Gallons)</b>		
Billed Consumption	418,205,000	254,180,000
Unbilled Consumption	1,991,000	569,000
<b>Total</b>	<b>420,196,000</b>	<b>254,749,000</b>

<b>Sewer Consumptions (Gallons)</b>		
Billed Consumption	314,830,377	197,760,668
Unbilled Consumption	0	0
<b>Total</b>	<b>314,830,377</b>	<b>197,760,668</b>

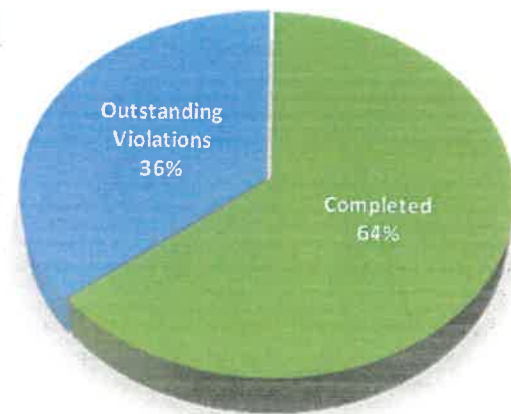
Services by Category



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

## Municipal Court

	Total FY2018	FY2019 YTD
<b>Violations</b>		
Filed	4,195	2,619
Completed	2,892	1,674
<b>Outstanding Violations</b>	<b>1,303</b>	<b>945</b>
<b>Warrants</b>		
Issued	1,189	430
Cleared	1,301	578
<b>Change in Total Warrants</b>	<b>-112</b>	<b>-148</b>
<b>Other Paid Cases</b>	<b>86</b>	<b>207</b>
Total Fees/Fines Paid*	\$ 647,702	\$ 370,671
* Includes Regulatory, State & Other Agency Fees		
<b>Municipal Court Revenue</b>	<b>\$ 473,531</b>	<b>\$ 185,377</b>
Budget	\$ 418,000	\$ 425,000
<b>% Completed</b>	<b>113%</b>	<b>44%</b>



## Accounts Payable

Purchase Orders	FY2018	FY2019 YTD
Outstanding	11	34
Partial	20	41
Completed	870	483
<b>Total</b>	<b>901</b>	<b>558</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 complete, and the auditors are in the process of completing the Comprehensive Annual Financial Report (CAFR). The CAFR is expected to be presented to Council in July.

### Banking RFP

Staff held an initial meeting with the consultant working on the Request for Proposals for a Primary Depository. Staff anticipates the RFP will be advertised by the end of June.

### Budget

Staff is currently evaluating the City's current fund and account structure for compliance with statutory requirements for regulated revenues and transparency. A Budget Amendment is being proposed on this Council agenda as the first step to cleaning up accounts.

### 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. Council approved the Purchasing Policy and Financial Management Policy in May. Staff is currently working on administrative procedures to ensure internal controls and financial accountability.

### Purchasing Cards

Initial forms have been submitted to the State for both the purchase and fuel cards. Staff has met with both providers to begin the implementation process. Staff expects full implementation to be complete before the end of the fiscal year.

### Records

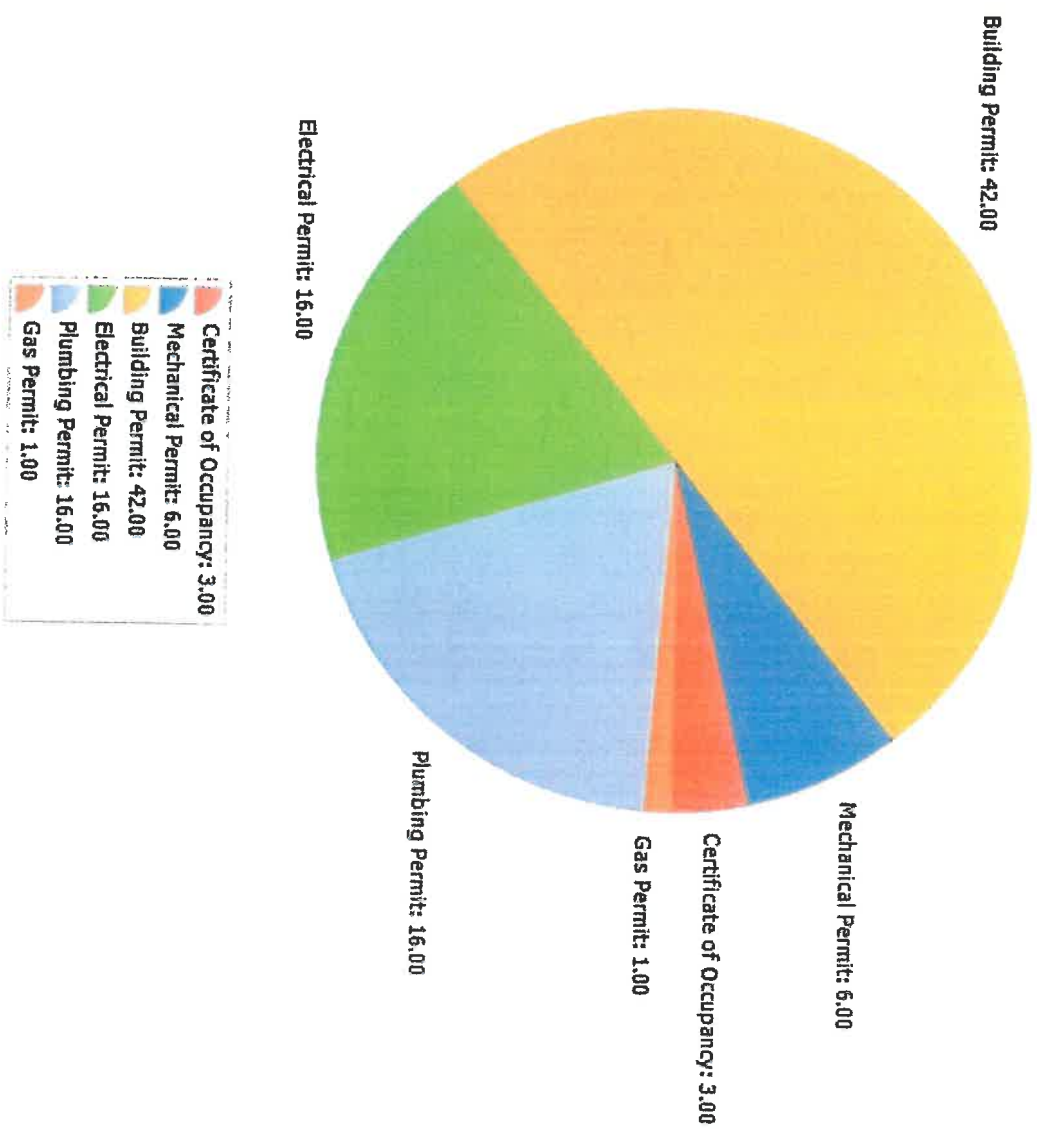
Staff has been diligently working to sort and organize the massive volume of paper records left by the previous Director for ease of reference and compliance with records retention.



# Building Permits Issued - Prev Month

Run Date: 05/02/2019 10:17 AM

## Type of Permit





### Building Permit

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
4/1/2019	42001242000	1126 W 8TH ST	DEVOE FENCE	TREATED PINE FENCE 6'6"	Building	\$2,300.00
4/1/2019	84000053000	605 W 9TH ST	JOSE OCHOA	ENTIRE RE-ROOF	Building	\$6,500.00
4/1/2019	77500172000	826 W 12TH ST	PEREZ CON	ENTIRE RE-ROOF	Building	\$6,380.00
4/2/2019	81103885000	1611 N AVE R	SUPERIOR FENCE	INSTALL 6' 6" WOOD PRIVACY FENCE	Building	\$3,800.00
4/2/2019	21130171000	217 COMMERCE	SUPERIOR FENCE	INSTALL 3465 FT. OF 6' X 1' (7 FT. OVERALL HEIGHT) GALVANIZED COMMERCIAL CHAIN LINK FENCE WITH GATES	Building	\$98,110.00
4/2/2019	77500103000	914 W 11TH ST	DEVIN BLOUNT	DEMO BACK OF HOUSE	Demolition House Moving	
4/2/2019		323 W 9TH	MINGO MARQUEZ SR.	BUILDING DECK	Building	\$1,234.00
4/2/2019	81101305000	220 N AVE C	VICTOR GUEVARA	FOUNDATION REPAIR	Building	\$2,000.00
4/3/2019	42012047000	1403 W 11TH ST	CARBAL REMODELING	INSTALL FENCE AROUND POOL	Building	\$1,400.00
4/3/2019		5639 E HWY 332	BALSAS DRILLING	FROM THIS ADDRESS PLACING AT& T FIBER GOING NORTH ON THE EAST ROW OF PINE ST TO E EIGHT ST.	Building	\$5,529.58
4/3/2019	14250002000	1906 N AVE S	MARIA CANTU	REPLACE SHEETROCK	Building	\$1,000.00
4/3/2019	42000983000	806 W BROAD ST (MECH)	TAYLOR AIRE	INSTALL CENTRAL A/C AND HEAT FURNACE FOR NEW HOME	Building	\$5,000.00
4/4/2019		909 N AVE D	ELEUTERIO JUAREZ	HOUSE LEVELING	Building	\$5,000.00
4/5/2019	81104003000	1718 N AVE O	HECTOR PADILLA	DEMO STORAGE BUILDING	Demolition House Moving	
4/8/2019		1471 FM-1495	COMCAST CABLE	CONTRACTORS SHALL BORE AS PROPOSED ON PLANS TO TARGET ADDRESS 1474 FM 1495	Building	\$26,782.71
4/8/2019	42001635000	1507 W 4TH ST	WILL POWER SOLAR	SOLAR PANEL INSTALLATION	Building	\$37,668.00
4/8/2019	42000461011	120 W 4TH ST	LOREN HAYES	REPAIR SECTION OF MAIN BUILDING ROOF 60 X 46	Building	\$4,000.00
4/8/2019	42011879000	1630 W 9TH ST	CHAMPION HOME REMODEL	INSTALL 38 CYLINDER DRIVEN PIERS / PILING PER ENGINEER CHARLES J. JENKINS # 36605	Building	\$12,050.00

**Building Permit**

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Type of Permit Needed	P_Valuation
4/9/2019	81103715105	1603 N BRAZOSPORT BLVD	JUAN JIMENEZ	PROJECT STARTS AT PROPOSED PEDESTAL 26' NE OF C/L OF H AVE BORE 21' AND TRENCH 282' AS INDICATED EXIT ROW, INSTALL (1) 2" CONDUIT AND PULL CABLE THROUGH. PROJECT BEGINS AT POLE 500' N OF NOLAN RYAN EXPY OFF RAMP RISER DOWN DIRECTION BORE 108' AND INSTALL PED. DIRECTIONAL BORE S 675', INSTALL PED, DIRECTIONAL BORE SE 291' AND INSTALL PED, DIRECTIONAL BORE SE 70', INSTALL PED, DIRECTIONAL BORE E 320', INSTALL AN AERIAL CABLE FROM AN EXIST POLE LOCATED ON THE EAST SIDE OF SKINNER ST AT APPROX 300' SOUTHEAST FOR CL NAVE J, EXTENDING SOUTH WEST AND THEN TURNING NORTHWEST TO CROSS SKINNER ST FOR A TOTAL DISTANCE OF 362 LF.	Building	\$14,261.12
4/9/2019		931 LEVEE RD	KEYANNA GOLPHIN			\$1,285.53
4/9/2019	81102960000	SKINNER ST N AVE H N AVE J	DOUG KRAUSE			\$1,600.00
4/10/2019	42000932000	730 W 6TH ST	GUTIERREZ REMODELING	FOUNDATION REPAIR PER ENGINEER GREG A. BROOKS # 114197		\$2,500.00



### Building Permit

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
4/10/2019	42000329000	PINE AT E 8TH ST	DOUG KRAUSE	INSTALL AN AERIAL CABLE FROM AN EXISTING POLE LOCATED ON THE EAST SIDE OF POPLAR ST BTW E 7TH ST AND 8TH ST, EXTENDING WEST ACROSS POPLAR ST, TURNING SOUTH AT PINE ST (FM 1495) RISING DOWN AN EXISTING POLE AND CONTINUING AS A 1-2" DUCT FOR A TOTAL DISTANCE OF 1,521 LF.	Building	\$14,400.00
4/15/2019	3350001000	1815 W 4TH ST	MIGUEL AYALA	ADD FIRE ALARM DEVICES TO AN EXISTING FIRE ALARM SYSTEM	Building	\$1,750.00
4/15/2019	42001257000	1122 W 7TH ST	BRAZOSPORT ROOFING	ENTIRE RE ROOF	Building	\$5,600.00
4/18/2019	42001203000	1002 W 8TH ST	GULF FENCE CO	REPLACE EXISTING FENCE	Building	\$2,500.00
4/18/2019	42000608000	430 W 1ST ST	MICHELLE KENT	PLACE SHED SLAB AND 18 X 25 METAL BUILDING	Building	\$8,000.00
4/18/2019	84000033000	314 W 9TH ST	JOSE M. ESPINOZA	POUR CONCRETE TO MAKE DRIVEWAY BEHIND GARAGE AND SIDEWALK TO SHED	Building	\$1,800.00
4/18/2019	42000468000	204 W PARK AVE	D-SQUARE FOUNDATION	FOUNDATION REPAIR PER ENGINEER TERRY V. HUDKINS #55526	Building	\$6,450.00
4/22/2019	42000729000	507 W 4TH ST	DB GENERAL CONTRACT	ENTIRE RE-ROOF	Building	\$5,500.00
4/22/2019	42000921000	715 W 5TH ST	MARGARITA SANCHEZ	BUILDING 27 FEET OF PRIVACY FENCE	Building	\$1,000.00
4/22/2019	42001438000	1331 W 6TH ST	JORGE MENDOZA	FOR SIDING AND WINDOWS	Building	\$200.00
4/22/2019	81100966000	4 N AVE A	MARIA NOELIA QUIROZ	INSTALL 26 X 22 STORAGE BUILDING	Building	\$6,100.00
4/22/2019	42000775000	530 W 2ND ST	MARIA MURILLO	FILLING IN CEMENT IN EMPTY SPOTS 4" THICK, 3/8 REBAR ON 12' CENTER.	Building	\$1,000.00
4/22/2019	73100087000	2001 N AVE H	NICOLE MIRELES	PUT UP PRIVACY FENCE	Building	\$1,200.00
4/23/2019	81103334000	1415 N AVE F	JOSE OCHOA	ENTIRE RE-ROOF	Building	\$4,500.00
4/24/2019	42001699000	1627 W 6TH ST	CARBAL RENODELING	ENTIRE RE-ROOF	Building	\$4,300.00
4/24/2019	81103992000	1709 N AVE R	MINDY WINKLER	ENTIRE RE-ROOF	Building	\$6,231.00



**Building Permit**

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
4/25/2019		5005 E HWY 332	KEYANNA GOLPHIN	PROJECT BEGINS AT EXISTING POLE 5802' SE OF C/L OF WILSON RD. BORE 1064' AS INDICATED PROJECT ENDS AT PROPOSED VAULT 6705' SE OF C/L OF WILSON RD TOTAL PROJECT IS 1064'.	Building	\$1,501.00
4/29/2019	42001730000	1626 W 8TH ST	GALAXY ROOFING	ENTIRE RE-ROOF	Building	\$3,700.00
4/29/2019	42011984000	1618 W 11TH ST	SOUTH TEXAS REMODELING	FOUNDATION REPAIR WITH 35 PRESS PILES PER ENGINEER JAMES W. GARTRELL JR. #22590	Building	\$12,800.00
4/30/2019		2304 SKINNER ST	RODERICK WHITE	BEGIN AT EXISTING POLE 277' SW OVERLASH NE FOR 2028' CROSSING MULTIPLE ROADS, N AVE M, N AVE N N AVE R, PROJECT ENDS AT EXISTING POLE 32' NE OF THE CENTER LINE OF N AVE R.	Building	\$1,112.14

**Certificate of Occupancy**

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
4/12/2019	81100207000	317 S GULF BLVD	MONCE A. SOTO	NIGHT CLUB		
4/22/2019	81103142001	1221 N AVE S		SINGLE FAMILY RESIDENCE CONSISTING OF 3 BEDROOMS, 2 BATHS, LIVING AND KITCHEN AREA WITH A 1 CAR GARAGE.		
4/30/2019	81103353000	1401 N BRAZOSPORT BLVD SUITE 2	ANGEL M. VENTURA RODRIGUEZ	MATRRESS SALES		

**Electrical Permit**

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
4/2/2019	77500103000	914 W 11TH ST	MARGON ELE	TEMP POLE		



**Electrical Permit**

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
4/8/2019	81103340000	1402 N AVE F	TES TOTAL ELECTRIC			
4/15/2019		214 SKINNER	ASSOCIATED ELE			
4/16/2019	42000958000	702 W 4TH ST (TEMP POLE)	AMERICAN EAGLE ELE	NEW HOME		
4/16/2019	42000958000	702 W 4TH ST	AMERICAN EAGLE ELE	NEW HOME		
4/16/2019	42000957000	706 W 4TH ST	AMERICAN EAGLE ELE	NEW HOME		
4/16/2019	42000958000	710 W 4TH ST (TEMP POLE)	AMERICAN EAGLE ELE	TEMP POLE		
4/16/2019	42000958000	710 W 4TH ST	AMERICAN EAGLE ELE			
4/16/2019	42000957000	714 W 4TH ST	AMERICAN EAGLE ELE	NEW HOME		
4/17/2019	42000983000	806 W BROAD ST	MAD MAX ELE			
4/23/2019	81103024000	1219 N BRAZOSPORT BLVD	MAD MAX ELE			
4/23/2019		1206 N AVE L	ZUNIGAS ELECTRIC			
4/23/2019	21140007000	1501 YELLOWSTONE ST	ELMO'S ELE			
4/24/2019	21080010111	1010 MARLIN LN UNIT #1	PENNEY'S ELE	FUEL PUMP AND THE LIGHTING		
4/29/2019	20900028000	1834 W 11TH ST	BUCHANAN ELE			
4/29/2019	81150054000	1914 ZAPATA	TREVINO ELE			

**Gas Permit**

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
4/25/2019		1124 N AVE B	BREANNA GARCIA	REPIPE GAS LINE		

**Mechanical Permit**

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
4/1/2019	21140007000	1501 YELLOWSTONE ST	HOUSTON TEMP CONTROL	INSTALL MECHANICAL HVAC		\$45,000.00
4/5/2019	81103447000	1420 N AVE Q	KASPAR AIR	CHANGE OUT A/C AND HEAT UNIT		\$4,000.00
4/10/2019	93273351000	824 N BRAZOSPORT BLVD	COLLEY RERRIG	REPLACE EQUIPMENT ON ONE SYSTEM		\$8,000.00





### Mechanical Permit

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
4/12/2019	42012039000	1519 W 11TH ST	I&P A/C HEAT	INSTALL A NEW 3 TON SYSTEM WITH GAS HEAT ALL NEW R8 FLEX.		\$5,000.00
4/16/2019	81150054000	1914 ZAPATA	SIGNATURE A/C	NEW CONSTRUCTION HVAC		\$5,300.00
4/29/2019	42001672000	1615 W 4TH ST	RTIC AIR	CHANGE SPLIT SYSTEM AIR CONDITION		\$6,824.93

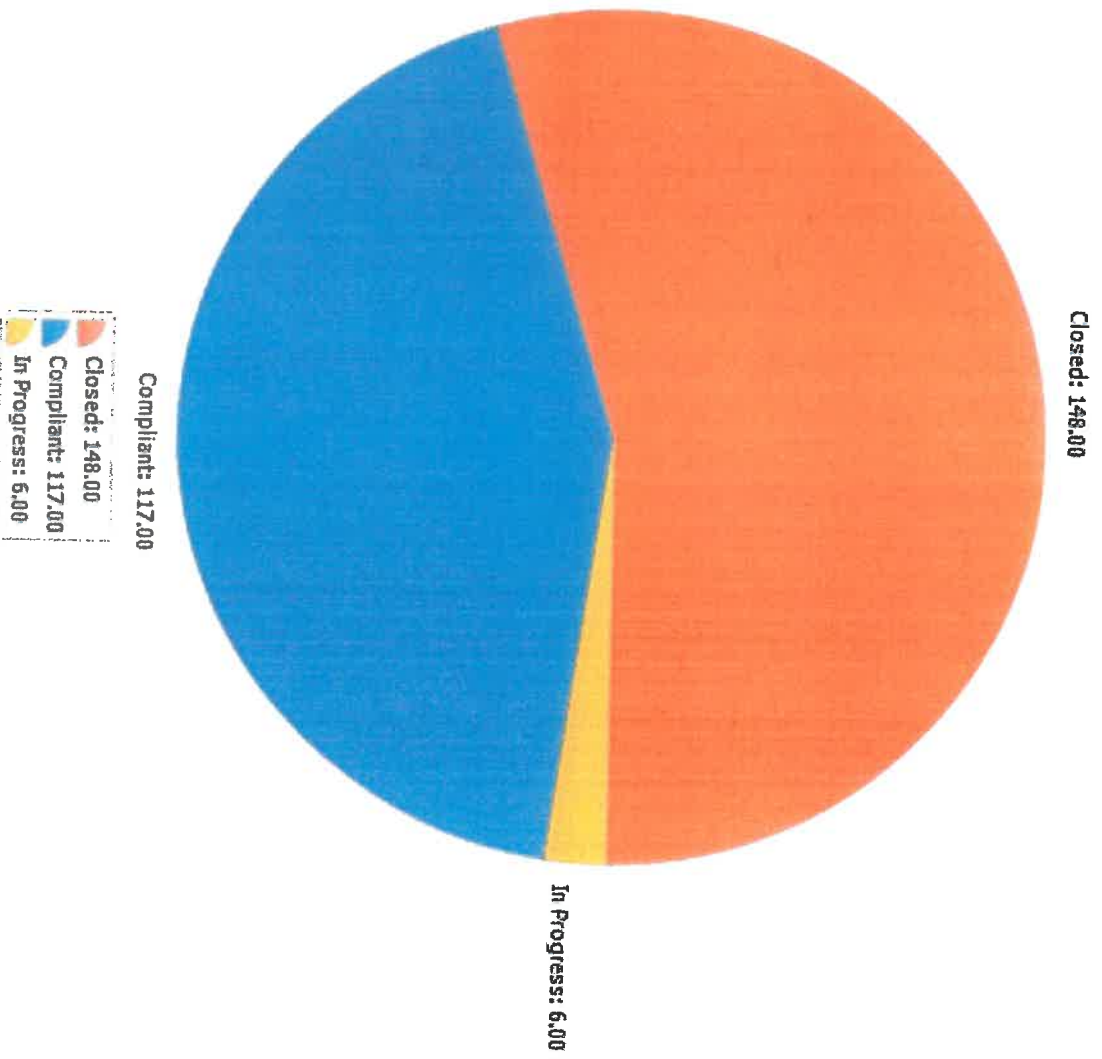
### Plumbing Permit

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
4/1/2019	21140007000	1501 YELLOWSTONE ST	C & R PLUMBING			
4/2/2019	20900026000	1822 W 11TH ST	ARS HOUSTON SOUTH			
4/2/2019	81104019000	1702 N AVE L	BRAZOSPORT PL	GAS TEST		
4/3/2019		110 S AVE F	BRAZOSPORT PLUMBING			
4/4/2019	81070006000	905 N AVE J #2602	ACCURATE PLUMBING	GAS TEST		
4/5/2019	81101269200	119 N AVE B	TERRY'S PLUMBING	GAS TEST		
4/8/2019	42000913000	710 W 7TH ST	LUYCX PLUMBING			
4/8/2019	42001351000	1231 W 4TH ST				
4/10/2019	42001175000	1014 -1016 5TH ST W	BRAZOS PL	GAS TEST		
4/12/2019	42000746000	526 W 4TH ST	ACCURATE PLUMBING	GAS TEST		
4/15/2019	77500103000	914 W 11TH ST	JERRY COLLIER PL			
4/16/2019	81250055000	1208 -1212 10TH ST W	LAMONT PL	GAS TEST		
4/22/2019	81250018000	1314 -1318 10TH ST W	BRAZOSPORT PL	GAS TEST		
4/23/2019	93271600000	606 N BRAZOSPORT BLVD	LUYCX PLUMBING			
4/24/2019	81250037000	1216 W 9TH ST	LUYCX PLUMBING	GAS TEST		
4/26/2019	73100014000	1927 N AVE G	BRAZOSPORT PLUMBING			

# Code Enforcement Cases - March to May 2017

Run Date: 06/01/2019 8:00 AM

## Code Enforcement Cases



Create Date	Reference No	Status	Address 1	Full Name	Summary
4/19/2017	<a href="#">V008004-041917</a>	Closed	2001 N BRAZOSPORT BLVD-264	AVALA JOSE WALTER	NEED ADDRESS NUMBER PAINTED DIFFERENT COLOR, SKIRTING, ADD ON NOT SECURE SHED NEEDS REPAIR/DEMO/PAINT, EXPOSED ROTTEN WOOD BUTANE TANKS
4/20/2017	<a href="#">V008010-042017</a>	Compliant	1109 N AVE C	COOK & FARRIS PROPERTIES	Refrigerator outside unsecured with doors still attached
4/21/2017	<a href="#">V008017-042117</a>	Closed	2001 N BRAZOSPORT BLVD-265	CISNEROS EDUARDO & MARIA % MA GAUDALUPE GUTIERREZ	ADDRESS NOT ON TRAILER SKIRTING ADD ON NOT SECURE SHEDS NEED REPAIR/DEMO BUILDING HAS MILDREW NEEDS PAINT/CLEANING MOTOR VEHICLE EXPIRED TAGS IMPROPER STORAGE BUTANE TANKS
4/21/2017	<a href="#">V008018-042117</a>	Closed	2001 N BRAZOSPORT BLVD-266	DE LA CRUZ BELLARMINO & ESPINOZA MINERVA	ADDRESS NOT ON TRAILER, SKIRTING, LITTER AND DEBRIS REPAIR/PAINT ADD ON CARPORT ADD ON NOT SECURE BUTANE TANK?
5/1/2017	<a href="#">V008050-050117</a>	Closed	2001 N BRAZOSPORT BLVD-267	ACUNA HECTOR % ALEXANDER CALDERON	SKIRTING ADD ON X 3 NOT SECURE NEEDS PAINTING LITTER AND DEBRIS
5/1/2017	<a href="#">V008051-050117</a>	Closed	2001 N BRAZOSPORT BLVD-268	VELA ELICERIO	SKIRTING ADD ON NOT SECURE NEEDS PAINTING LITTER AND DEBRIS ADD ON NEEDS REPAIR/PAINT PROPERT INSTALL
5/1/2017	<a href="#">V008052-050117</a>	Closed	2001 N BRAZOSPORT BLVD-269	LEVARIO GABRIEL & MANUELA	skirting address needs to be contrasting color litter and debris needs painting add on not secure
5/1/2017	<a href="#">V008053-050117</a>	Closed	2001 N BRAZOSPORT BLVD 272	HERRERA ANTONIO	NEEDS NEW ADDRESS LITTER AND DEBRIS SKIRTING
5/1/2017	<a href="#">V008055-050117</a>	Closed	2001 N BRAZOSPORT BLVD TRLR 282	JEFFERSON DOUGLASW AND GLORIA J	ADDRESS NEEDS TO BE PLACED ON TRAILER, NEEDS PAINT
5/1/2017	<a href="#">V008059-050117</a>	Closed	2001 N BRAZOSPORT BLVD-139	JACKSON BRANDON & WENDY % VOLIVAR LOPEZ	NEEDS NEW ADDRESS SKIRTING NEEDS PAINT/REPAIR LITTER AND DEBRIS
5/1/2017	<a href="#">V008062-050117</a>	Closed	2001 N BRAZOSPORT BLVD #141	DE LA FUENTE EVARISTO	SKIRTING PORCH NEEDS REPAIR ADD ON NOT SECURED NEEDS PAINTING/CLEANING IN AREAS
5/2/2017	<a href="#">V008063-050217</a>	Closed	2001 N BRAZOSPORT BLVD TRLR 102A	PENA NIDIA	ADDRESS NEEDS REPLACEMENT/CORRECTION SKIRTING ADD ON NEEDS TO BE SECURE
5/2/2017	<a href="#">V008064-050217</a>	Closed	2001 N BRAZOSPORT BLVD TRLR 133	BAUTISTA ANGEL E %JOSEFA CARDENAS	NEEDS NEW ADDRESS SKIRTING 2 VEHICLES EXPIRED TAGS, NEEDS PAINTING



Create Date	Reference No	Status	Address 1	Full Name	Summary
5/2/2017	<a href="#">V008065-050217</a>	Closed	2001 N BRAZOSPORT BLVD TRLR #134	MEZA LUIS & CECILIA %HUGO GALLANO GOMEZ OR FRANSISCO MENDEZ	SKIRTING IMPROPER PLUMBING BUTANE TANK UNDER TRAILER LITTER AND DEBRIS
5/2/2017	<a href="#">V008066-050217</a>	Closed	2001 N BRAZOSPORT BLVD TRLR #135	LOPEZ ESTEBAN M & ROSA MARIA	NEEDS NEW ADDRESS, SKIRTING ADD ON NOT SECURE
4/26/2017	<a href="#">V008039-042617</a>	Compliant	630 W 5TH ST	MENDOZA MARIA	House needs repair, vehicle needs to updated with current tags, back yard needs to be cleaned.
4/18/2017	<a href="#">V007997-041817</a>	Closed	2001 N BRAZOSPORT BLVD-263	AYALA LUIS	SKIRTING LITTER AND DEBRIS ADD ON NOT SECURE BUTANE TANKS NOT PROPLERY INSTALL LABELED SHED NEEDS REPAIR/DEMO PAINTING
4/18/2017	<a href="#">V007996-041817</a>	Closed	2001 N BRAZOSPORT BLVD-262	HERNANDEZ FRANCISCO	SKIRTING ADD ON NOT SECURE ADD ON NEEDS REPAIR/REPLACE/PAINT/DEMO ROOF HAS HOLE NEEDS REPAIR LITTER AND DEBRIS
4/18/2017	<a href="#">V007995-041817</a>	Closed	2001 N BRAZOSPORT BLVD-261	ACUNA JORGE	SKIRTING BACK PORCH COLLASPING NEEDS REPAIR/DEMO ADD ON NOT SECURED
4/18/2017	<a href="#">V007994-041817</a>	Closed	2001 N BRAZOSPORT BLVD-260	ALANIS MAURO & EMMA	SKIRTING SHED NEEDS REPAIR/DEMO ADD ON NOT SECURED LITTER AND DEBRIS
4/18/2017	<a href="#">V007993-041817</a>	Closed	2001 N BRAZOSPORT BLVD-259	MARTINEZ EFFRAIN & CARMEN	skirting address block by hedge/shrub add on not secured
4/17/2017	<a href="#">V007982-041717</a>	Closed	2001 N BRAZOSPORT BLVD-255	MARROQUIN JOSE LUIS	SKIRTING ADD ON NOT SECURE LITTER AND DEBRIS JUNK VEHICLE/EXPIRED TAGS IMPROPERLY INSTALLED WATER HEATER-EXPOSED ELECTRICAL NO DRAIN LINE NO VALVE
4/17/2017	<a href="#">V007981-041717</a>	Closed	2001 N BRAZOSPORT BLVD-254	RIVERA MANUEL	skirting add on shed not secured litter and debris stagnate water
4/17/2017	<a href="#">V007976-041717</a>	Closed	2001 N BRAZOSPORT BLVD-253	AGUILAR ALVELINO MARTINEZ	SKIRTING ADD ON NOT SECURE REFRIGERATORS/FREEZERS OUTSIDE NOT SECURED
4/17/2017	<a href="#">V007975-041717</a>	Closed	2001 N BRAZOSPORT BLVD-252	CARDENAZ VOLVAR LOPEZ % MARIA LEIDA GOMEZ	SKIRTING ADD ON NOT SECURED REFRIGERATOR OUTSIDE NOT SECURED
4/17/2017	<a href="#">V007974-041717</a>	Closed	2001 N BRAZOSPORT BLVD-251	IRWIN RANDOLPH R % MARTIN & BLANCA e VASQUEZ	SKIRTING ADD ON NOT SECURE ADD ON NEEDS ROTTEN WOOD REPAIRED/REPLACED

Create Date	Reference No	Status	Address 1	Full Name	Summary
4/17/2017	<a href="#">V007972-041717</a>	Closed	2001 N BRAZOSPORT BLVD-250	JASSO ROBERT & ABRIL	SKIRTING ADD ON NOT SECURED LITTER AND DEBRIS
4/15/2017	<a href="#">V007971-041517</a>	Closed	2001 N BRAZOSPORT BLVD-249	ESQUIVEL MARIA % MARIA VALDEZ	ADDRESS NEEDS REPLACEMENT SKIRTING ADD ON MISSING ROOF ADD ON NOT SECURED MOTOR VEHICLE EXPIRED TAGS LITTER AND DEBRIS
4/15/2017	<a href="#">V007970-041517</a>	Closed	2001 N BRAZOSPORT BLVD-248	FERNANDEZ G M % ERIK ZUNIGA	NEEDS ADDRESS SKIRTING ADD ON NOT SECURE NEEDS PAINTING EXPOSED ROTTEN WOOD LITTER AND DEBRIS
4/15/2017	<a href="#">V007969-041517</a>	Closed	2001 N BRAZOSPORT BLVD-247	ESQUIVEL RICARDO A % JOSE ALEJANDRO GARCIA	SKIRTING ROTTEN WOOD EXPOSED SHED NOT SECURED MOTOR VEHICLE EXPIRED TAGS LITTER AND DEBRIS
4/15/2017	<a href="#">V007968-041517</a>	Closed	2001 N BRAZOSPORT BLVD-246	ANSLEY WILLIE BERNICE % MALLELA GOMEZ	SKIRTING NEEDS PAINTING ON ADD ON ADD ON NOT SECURED
4/13/2017	<a href="#">V007966-041317</a>	Closed	2001 N BRAZOSPORT BLVD-245	DE LOPEZ CAROLINA C	address on side, skirting, needs painting add on and shed not secured
4/13/2017	<a href="#">V007965-041317</a>	Closed	2001 N BRAZOSPORT BLVD-244	NIETO LUZ ELENA % JOSE CRUZ	NEED ADDRESS ON END OF TRAILER SKIRTING LITTER AND DEBRIS ADD ON AND SHED NOT TIED DOWN SHED NEEDS REPAIR/DEMO NEEDS PAINTING
4/17/2017	<a href="#">V007986-041717</a>	Closed	2001 N BRAZOSPORT BLVD-258	ALVARADO EMANUEL & TANYA	SKIRTING MOTOR VEHICLE EXPIRED TAGS AD ON NOT SECURED NEEDS CLEANING/PAINTING
4/17/2017	<a href="#">V007985-041717</a>	Closed	2001 N BRAZOSPORT BLVD-257	BARROS JOSE LUIS	ADDRESS NEEDED ON END OF MOBIL HOME SKIRTING EXPIRED TAGS ON MOTOR VEHICLE BUTANE TANKS
4/17/2017	<a href="#">V007984-041717</a>	Closed	2001 N BRAZOSPORT BLVD-256	ELGERIO ABEL & DELLA	ADDRESS NEEDS REPLACING, SKIRTING, NEEDS PAINTING/CLEANING ADD ON NOT SECURE
4/19/2017	<a href="#">V008001-041917</a>	Closed	1624 N Ave H	T R CHEN FIRST FAMILY LTD PRT % THOMAS CHEN	High grass and weeds, needs mowing-could lead to rodent problem
4/13/2017	<a href="#">V007963-041317</a>	Closed	2001 N BRAZOSPORT BLVD-242	BARAJAS YOLANDA BAUTISTA % JOSEFINA ARROYO	SKIRTING
4/13/2017	<a href="#">V007962-041317</a>	Closed	2001 N BRAZOSPORT BLVD-241	URBINA DEBRA	SKIRTING NEEDS PAINTING ADD ON NOT SECURED

Create Date	Reference No	Status	Address 1	Full Name	Summary
4/13/2017	<a href="#">V007960-04131Z</a>	Closed	2001 N BRAZOSPORT BLVD-240	ROBLES IRIS	SKIRTING ADD ON AND SHED NOT SECURED NEEDS PAINTING REAR PORCH NEEDS REPAIR/DEMO ROTTEN WOOD SHOWING
4/13/2017	<a href="#">V007959-04131Z</a>	Closed	2001 N BRAZOSPORT BLVD-239	VARGAS SOFIA	SKIRTING ADD ON NEEDS TO BE SECURE NEEDS NEW ADDRESS
4/13/2017	<a href="#">V007958-04131Z</a>	Closed	2001 N BRAZOSPORT BLVD-238	VASQUEZ LINDA	NEEDS NEW ADDRESS
4/13/2017	<a href="#">V007957-04131Z</a>	Closed	2001 N BRAZOSPORT BLVD-237	DELA FUENTE PASCUAL % MANUELA GONZALES	SKIRTING ADD ON NOT SECURE (PORCH)
4/13/2017	<a href="#">V007956-04131Z</a>	Closed	2001 N BRAZOSPORT BLVD-236	AGUILAR BERTANO	SKIRTING NEEDS PAINTING ROTTEN WOOD NEEDS TO BE REPAIRED ADD ON NOT SECURED
4/13/2017	<a href="#">V007955-04131Z</a>	Closed	2001 N BRAZOSPORT BLVD-235	RASCON CARLOS	SKIRTING ADD ON NOT SECURED NEEDS PAINTING
4/13/2017	<a href="#">V007954-04131Z</a>	Closed	2001 N BRAZOSPORT BLVD-234	CARDENAS RIGOBERTO	SKIRTING, SHED NEEDS REPAIR/DEMO/PAINTING ADD ON AND SHED NOT SECURED
4/13/2017	<a href="#">V007952-04131Z</a>	Closed	2001 N BRAZOSPORT BLVD-233	GARCIA ISRAEL	SKIRTING ADD ON SHED NOT TIED DOWN
4/13/2017	<a href="#">V007951-04131Z</a>	Closed	2001 N BRAZOSPORT BLVD-232	VIRRUETA GILBERTO G	SKIRTING ADD ON SHED NOT SECURED
4/13/2017	<a href="#">V007950-04131Z</a>	Closed	2001 N BRAZOSPORT BLVD-231	PORRAS IRMA J % ELIDIFONSO DIAZ	SKIRTING, SHED NEEDS REPAIR/DEMO ADD ON NOT SECURED NEEDS PAINTING
4/13/2017	<a href="#">V007948-04131Z</a>	Closed	2001 Brazosport Blve TRLR # 132	ROBERTO CANTU % Eloisa Soto	needs new address, skirting, add on not tied down
4/13/2017	<a href="#">V007947-04131Z</a>	Closed	2001 N BRAZOSPORT BLVD-130	HERNANDEZ FIDEL SANCHEZ % FRANCISCO LOMELI	SKIRTING LITTER AND DEBRIS STAGNATE WATER POSSIBLE SEWER LEAK, ADD ON NOT TIED DOWN
4/13/2017	<a href="#">V007946-04131Z</a>	Closed	2001 N BRAZOSPORT BLVD-129	RIVERA MA TAINORA	SKIRTING STAGNATE WATER LITTER AND DEBRIS NEEDS PAINTING NO TIE DOWN ON ADD ON
4/13/2017	<a href="#">V007945-04131Z</a>	Closed	2001 N BRAZOSPORT BLVD-127	LUNA ISIDRO	skirting, add on and shed not secured, butane on porch, litter and debris

Create Date	Reference No	Status	Address 1	Full Name	Summary
4/13/2017	<a href="#">V007944-04131Z</a>	Closed	2001 N BRAZOSPORT BLVD-110	AVALA ROSA % JUANA I MORALES	SKIRTING, ADD ON NOT SECURED,
4/13/2017	<a href="#">V007942-04131Z</a>	Closed	2001 N BRAZOSPORT BLVD-109	CRUZ LUIS MANUEL	skirting, litter and debris, stagnant water, needs painting on exposed wood
4/13/2017	<a href="#">V007941-04131Z</a>	Closed	2001 N BRAZOSPORT BLVD-108	PEREZ ROSALINDA	skirting
4/12/2017	<a href="#">V007939-04121Z</a>	Closed	2001 N BRAZOSPORT BLVD-107	STANFORD WILLIAM CRAIG %AUGUSTIN MENDOZA	SKIRTING SHED NOT TIED DOWN POSSIBLE WATER/SEWER PROBLEM CHECK WITH SCOTT
4/12/2017	<a href="#">V007938-04121Z</a>	Closed	2001 N BRAZOSPORT BLVD-106	DICKERSON JANET I	SKIRTING ADD ON NOT TIED DOWN SHED NOT TIED DOWN
4/12/2017	<a href="#">V007933-04121Z</a>	Closed	2001 N BRAZOSPORT BLVD-105	CAMPOS MA C	SKIRTING, MOTOR VEHICLE EXPIRED TAGS, LITTER AND DEBRIS
4/12/2017	<a href="#">V007932-04121Z</a>	Closed	2001 N BRAZOSPORT BLVD-104	MENDEZ FERNANDO	SKIRTING, ADD ON NOT TIED DOWN LITTER AND DEBRIS
4/12/2017	<a href="#">V007931-04121Z</a>	Closed	2001 N BRAZOSPORT BLVD-100	DAVILA ALMA % FERMINA CANO	NEEDS ADDRESS, SKIRTING, ADD ON NOT TIED DOWN
4/11/2017	<a href="#">V007927-04111Z</a>	Closed	2001 BRAZOSPORT BLVD-131	AVALA OSCAR A	skirting address needs replacing litter and debris butane on porch refrigerator on porch not secured needs painting and add on not secured
4/6/2017	<a href="#">V007904-04061Z</a>	Closed	2001 N BRAZOSPORT BLVD-230	RUIZ FERNANDO & NANCY % TIFFANY HUERTA	SKIRTING MOTOR VEHICLE WITHOUT CURRENT TAGS PORCH NEEDS REPAIR ADD ON NOT TIE DOWN BUTANE TANK NEEDS REPAIR AND LABELS NEEDS ADDRESS
4/6/2017	<a href="#">V007899-04061Z</a>	Closed	2001 N BRAZOSPORT BLVD-227	OLIVAS CLEOTILDE	needs new address, skirting, add on not tied down
4/6/2017	<a href="#">V007897-04061Z</a>	Closed	2001 N BRAZOSPORT BLVD-226	ZAVALA MARIA % GABRIEL CEBALLOS	SKIRTING, HIGH GRASS, LITTER AND DEBRIS, EXTENSION CORD WRONG USE,
4/6/2017	<a href="#">V007896-04061Z</a>	Closed	2001 N BRAZOSPORT BLVD-225	GOMEZ MIGUEL	skirting, add on not tied down, litter and debris
4/5/2017	<a href="#">V007895-04051Z</a>	Closed	2001 N BRAZOSPORT BLVD-224	MOLINA YESSENIA GOMEZ	skirting, litter and debris, need to paint add on buildings, need add on buildings to be tied down

Create Date	Reference No	Status	Address 1	Full Name	Summary
4/5/2017	<a href="#">V007894-04051Z</a>	Closed	2001 N BRAZOSPORT BLVD-223	MENDOZA EPIMENIO	skirting, electrical wiring violations, shed not tied down
4/5/2017	<a href="#">V007893-04051Z</a>	Closed	2001 N BRAZOSPORT BLVD-222	HINOSA DAVID %DANIEL DELA FUENTE	SKIRTING, GRAFFITI, BROTHER WORKING ON PLUMBING WITHOUT PERMIT/LICENSE
4/5/2017	<a href="#">V007892-04051Z</a>	Closed	2001 N BRAZOSPORT BLVD-221	RASCON MARCELA	two addresses on trailer, one on side correct, different one on the window-needs to be removed, skirting.
4/4/2017	<a href="#">V007880-04041Z</a>	Closed	2001 N BRAZOSPORT BLVD-218	ALVARA RICARDO & GUILLEN GENEVIE	needs new address numbers to contrast from building paint color. skirting, add on not tied down.
4/4/2017	<a href="#">V007877-04041Z</a>	Closed	2001 N BRAZOSPORT BLVD-217	SALINAS OSCAR D	open structure needs to be secure. skirting, open windows, high grass
4/4/2017	<a href="#">V007875-04041Z</a>	Closed	2001 N BRAZOSPORT BLVD-216	QUINONEZ GABRIELA	skirting, plumbing at water heater needs repair, add on not tied down, needs new address-on end of trailer
4/4/2017	<a href="#">V007874-04041Z</a>	Closed	2001 N BRAZOSPORT BLVD-215	SPRADLING DOUGLAS M & PATRICIA L	skirting, add on not tied down, needs address on end of mobile home
4/4/2017	<a href="#">V007873-04041Z</a>	Closed	2001 N BRAZOSPORT BLVD-213	GUZMAN JUAN HERNANDEZ	skirting, add on not tied down, 2 unlicensed motor vehicles
4/4/2017	<a href="#">V007872-04041Z</a>	Closed	2001 N BRAZOSPORT BLVD-212	MARMOLEJO ERENN	need new address numbers, shed and add on not properly secured
4/4/2017	<a href="#">V007870-04041Z</a>	Closed	2001 N BRAZOSPORT BLVD-211	SUAREZ GIL & TERESA CAMPOS	skirting, need new address numbers, graffiti, Improperly installed water heater
4/3/2017	<a href="#">V007867-04031Z</a>	Closed	2001 N BRAZOSPORT BLVD-210	GARCIA MARLA DEL ROCIO ESTATE	skirting, shed needs repair/paint/tie down/ litter and debris
4/3/2017	<a href="#">V007866-04031Z</a>	Closed	2001 N BRAZOSPORT BLVD-208	DELA FUENTE JUAN	no address, no skirting, add on needs repair/repaint, possible sewer leak-using duct tape
4/3/2017	<a href="#">V007865-04031Z</a>	Closed	2001 N BRAZOSPORT BLVD-207	DAVILA FRANCISCO & MARLA	skirting, junk vehicle, building add on not secured
4/3/2017	<a href="#">V007864-04031Z</a>	Closed	2001 N BRAZOSPORT BLVD-206	NIETO LUIS M & RUTA E % RUBEN NIETO	skirting, junk vehicle, shed needs painting,





Create Date	Reference No	Status	Address 1	Full Name	Summary
4/3/2017	<a href="#">V007863-04031Z</a>	Closed	2001 N BRAZOSPORT BLVD-205	CHAVEZ-TREJO JULIA MAE	skirting, sewer line cracked
4/3/2017	<a href="#">V007862-04031Z</a>	Closed	2001 N BRAZOSPORT BLVD-204	SALINAS OSCAR J	skirting, building needs repair, add on not tied down,
4/3/2017	<a href="#">V007861-04031Z</a>	Closed	2001 N BRAZOSPORT BLVD-203	LEWIS GERALDINE % QUINONEZ SENANDA A	skirting, address numbers same color as building
4/3/2017	<a href="#">V007860-04031Z</a>	Closed	2001 N BRAZOSPORT BLVD-202	CALDERON MAYNOR	skirting, add on not secured possible plumbing
4/3/2017	<a href="#">V007854-04031Z</a>	Closed	2001 N BRAZOSPORT BLVD-201	GARCIA JOSE ANGEL	Skirting needs to be brought to code, butane not properly used.
4/3/2017	<a href="#">V007854-04031Z</a>	Closed	2001 N BRAZOSPORT BLVD-214	CANALES ANGELICA	No Address, unlicensed vehicle, shed not tied down, improper skirting.
4/6/2017	<a href="#">V007901-04061Z</a>	Closed	2001 N BRAZOSPORT BLVD-229	TOPIA BLANCA	SKIRTING MOTOR VEHICLE EXPIRED TAG, POSSIBLE SEWER LEAK, LITTER AND DEBRIS
4/5/2017	<a href="#">V007890-04051Z</a>	Closed	2001 N BRAZOSPORT BLVD-220	GARCIA VICTOR M & MARIA A % JUAN CARLOS CONTRERAS	LITTER AND DEBRIS, SKIRTING, ADDRESS NEEDS TO BE ON TRAILER, ADD ON NOT SECURED,
4/4/2017	<a href="#">V007883-04041Z</a>	Closed	2001 N BRAZOSPORT BLVD-219	VASQUEZ ANNA	Skirting, need new address, add on not secured
3/21/2017	<a href="#">V007785-03211Z</a>	Compliant	1917 N AVE H	WARE JOYCE M	high grass unsecured shed
3/21/2017	<a href="#">V007784-03211Z</a>	Compliant	1915 N AVE H	USA BANK NA % SHRIERA SMITH	High grass litter and debris, open structure
3/17/2017	<a href="#">V007772-03171Z</a>	In Progress	200 SWEENEY ST	HERNANDEZ MANUEL & VERONICA	Roof has collapsed on building, several junk vehicles on property, high grass and weeds, litter/debris
3/17/2017	<a href="#">V007771-03171Z</a>	In Progress	1524 N AVE Q	LUCKY NICHELLE ELIZABETH	House burned and is unsecured, high grass, piles of litter/debris/trash/junk, rotten wood on garage, garage not secure-hole in side of building. Trees on ground, tires stored inside burned structure.
3/17/2017	<a href="#">V007770-03171Z</a>	Compliant	200 SWEENEY ST	RAUL JOSE & CLAUDIA RODRIGUEZ	High grass and weeds, some litter and debris, tire discarded.

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3/16/2017	<a href="#">V007759-031617</a>	Compliant	1802 N BRAZOSPORT BOULEVARD	QM MARKETS INC	Stagnate water around scale area. Needs to be removed
5/3/2017	<a href="#">V008076-050317</a>	Closed	2001 N BRAZOSPORT BLVD TRLR 136	MOLNA MONICA	NEEDS NEW ADDRESS SKIRTING ADD ON NOT SECURE LITTER AND DEBRIS NEEDS PAINTING/REPAIR
5/3/2017	<a href="#">V008077-050317</a>	Closed	2001 N BRAZOSPORT BLVD TRLR 137	RODRIGUEZ HILDA	NEEDS NEW ADDRESS SKIRTING LITTER AND DEBRIS JUNK VEHICLE/UNLICENSE TAGS (WRECKED) IMPROPER USE OF EXT CORDS
5/3/2017	<a href="#">V008079-050317</a>	Closed	2001 N BRAZOSPORT BLVD TRLR 138	NUNEZ ALBERTO	NEEDS NEW ADDRESS, SKIRTING, LITTER AND DEBRIS ADD ON NOT SECURE, ADD ON NEEDS PAINTING/REPAIR TRAILER NEEDS PAINTING/CLEANING
5/5/2017	<a href="#">V008090-050517</a>	Closed	1503 N AVE R	MORENO SULEMA	complaint call-someone living in pop up rv outside rv park, verified and talked with residents. will have gone by Monday.
5/10/2017	<a href="#">V008119-051017</a>	Closed	2237 YELLOWSTONE	CASTILLO YOLANDA	JUNK VEHICLES EXPIRED TAGS ON VEHICLES JUNK AND DEBRIS, LITTER AND DEBRIS HOUSE NEEDS ADDRESS ON HOUSE AND NEEDS PAINTING, SHED NEEDS PAINTING.
5/11/2017	<a href="#">V008127-051117</a>	Compliant	823 N BRAZOSPORT BOULEVARD	MCINTYRE WILLIAM B & DANA	REFRIGERATOR OUTSIDE OF BUILDING NOT SECURED.
5/20/2017	<a href="#">V008163-052017</a>	Closed	2001 BRAZOSPORT BOULEVARD SPACE 54	PENCER ROBERT	NEEDS NEW ADDRESS, EXPIRED MOTOR VEHICLE TAGS, NEEDS PAINTING, UNSECURED HOME,
5/20/2017	<a href="#">V008164-052017</a>	Closed	2001 BRAZOSPORT BOULEVARD SPACE 56	GLITTEREZ ENRIQUE	TWO ADDRESSES ON RV, RV WITHIN 10 OF BUILDING, RV HAS EXPIRED MV TAGS
5/20/2017	<a href="#">V008165-052017</a>	Closed	2001 BRAZOSPORT BOULEVARD SPACE 59	ALEXANDER RACHEL	NO ADDRESS ON RV
5/20/2017	<a href="#">V008166-052017</a>	Closed	2001 BRAZOSPORT BOULEVARD SPACE 58	CHOUDHARY BILAL	NO ADDRESS ON RV
5/20/2017	<a href="#">V008167-052017</a>	Closed	2001 BRAZOSPORT BOULEVARD SPACE 103	FLORES SALVADOR	NEEDS NEW ADDRESS, REPAIR PLUMBING WITHOUT DUCT TAPE
5/20/2017	<a href="#">V008168-052017</a>	Closed	2001 BRAZOSPORT BOULEVARD SPACE 103A	SOTO JOSE	NEEDS ADDRESS AND REPAIR PLUMBING

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5/20/2017	<a href="#">V008169-052017</a>	Closed	2001 BRAZOSPORT BOULEVARD SPACE 112	YESENIA JAIME	NEEDS ADDRESS, NEEDS ELECTRICAL BREAKER BOX REPAIRED
5/20/2017	<a href="#">V008170-052017</a>	Closed	2001 BRAZOSPORT BOULEVARD SPACE 113	SOLIS ANTONIO	NEED ADDRESS, REPAIR PLUMBING, LITTER AND DEBRIS
5/20/2017	<a href="#">V008171-052017</a>	Closed	2001 BRAZOSPORT BOULEVARD SPACE 113A	GONZALES MARIO	NEEDS ADDRESS AND REPAIR PLUMBING
5/20/2017	<a href="#">V008172-052017</a>	Closed	2001 BRAZOSPORT BOULEVARD SPACE 114	ESPINOZA AMERICO	2001 BRAZOSPORT BOULEVARD SPACE 114
5/20/2017	<a href="#">V008173-052017</a>	Closed	2001 BRAZOSPORT BOULEVARD SPACE 115	HINOJOSA DIMAS/ANITA	NEED NEW ADDRESS-TWO ON RV, REFRIGERATOR OUTSIDE UNSECURED
5/20/2017	<a href="#">V008174-052017</a>	Closed	2001 BRAZOSPORT BOULEVARD SPACE 116	NAVA PEDRO/ALICE	ADDRESS NUMBERS NEED TO BE 4", NEEDS PAINTING/CLEANING OF RV (MOLD MILDEW/CHIPPED PAINT) LITTER AND DEBRIS
5/22/2017	<a href="#">V008176-052217</a>	Closed	2001 BRAZOSPORT BOULEVARD SPACE 117	SALINAS MIGUEL SR.	NEEDS ADDRESS, STAGNANT WATER FROM PLUMBING LEAK.
5/22/2017	<a href="#">V008177-052217</a>	Closed	2001 BRAZOSPORT BOULEVARD SPACE 117A	SALINAS MIGUEL JR.	NEEDS NEW ADDRESS, SEWER CONNECTION DOES NOT SEEM TO BE PROPERLY CONNECTED
5/22/2017	<a href="#">V008178-052217</a>	Closed	2001 BRAZOSPORT BOULEVARD SPACE 118	CHAVEZ ROBERTO	NEEDS NEW ADDRESS, MV TAGS EXPIRED
5/22/2017	<a href="#">V008180-052217</a>	Closed	2001 BRAZOSPORT BOULEVARD SPACE 118A	GARZA RUBEN	ADDRESS IS END OF RV AND NOT ROADSIDE, PER ORDINANCE.
5/22/2017	<a href="#">V008181-052217</a>	Closed	2001 BRAZOSPORT BOULEVARD SPACE 118B	ACEVEDO JOSE	NO ADDRESS ON RV



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5/22/2017	<a href="#">V008182-052217</a>	Closed	2001 BRAZOSPORT BOULEVARD SPACE 120	GARCIA OSCAR	WRONG NUMBER ON RV....STORING GASOLINE UNDER RV
5/12/2017	<a href="#">V008128-051217</a>	Compliant	4 N AVE A	QUIROZ MARLA NOELIA	R.V Hooked up to Sewer
5/8/2017	<a href="#">V008104-050817</a>	Compliant	423 S AVE F	SHELTON SANFORD	Tall Grass and Weeds
5/9/2017	<a href="#">V008109-050917</a>	Compliant	1121 N AVE N	ANTONIO MUNOZ	3 junk vehicles on property.
5/9/2017	<a href="#">V008110-050917</a>	Compliant	702 N BRAZOSPORT BLVD	SOUTHERN DEVELOPMENT OF MISSISSIPPI INC	FACIA NEEDS PAINTING OR CLEANING.
5/9/2017	<a href="#">V008112-050917</a>	Compliant	1118 N AVE N	ESPINOZA JOSE APOLINAR & SANDRA G	Litter and Debris, water tank uncovered
5/5/2017	<a href="#">V008091-050517</a>	Compliant	1000 N AVE F	JORDAN MARTAL TRUST	2 Junk Vehiclws at 2 Seperate R.V.s
5/5/2017	<a href="#">V008092-050517</a>	Compliant	1000 N AVE F	JORDAN MARTAL TRUST	Junk Vehicle
5/2/2017	<a href="#">V008074-050217</a>	Compliant	2 S AVE A	SHADDEN STEVEN T & JERRY L	Junk Vehicle, Building needs to be secured and painted
5/2/2017	<a href="#">V008075-050217</a>	Compliant	723 N AVE B	MADDOX TIMOTHY DWAYNE	Classic car, Mustang In driveway needs to be covered
3/3/2017	<a href="#">V007697-030317</a>	Compliant	220 N AVE C	SHADDEN JERRY L & IRENE E	house unsecure, trailer in yard filled with junk, bottom of outside wall has holes in it.
3/3/2017	<a href="#">V007696-030317</a>	Compliant	110 N AVE B	ORTEGA SANDRA MARGARITA	Junk Vehicles in yard
3/9/2017	<a href="#">V007729-030917</a>	Compliant	214 N AVE A	CANTU REYNALDO	3 Junk Vehicles on premises, 1 In front yard, 2 on side of house.
3/8/2017	<a href="#">V007717-030817</a>	Closed	724 N AVE B	SAMUEL JR & NATALYA M & ABRAHAM S SALAZAR	Yard overgrown with grass, trash all over yard.
3/7/2017	<a href="#">V007708-030717</a>	Compliant	202 MYSTERY HARBOR LN	VERRET RICHARD & ELVA JIMENEZ VERRET	Litter and Debris throughout yard.
3/7/2017	<a href="#">V007707-030717</a>	In Progress	904 N AVE B	LANDERS DEBORAH ANN	house boarded up, need to have a meeting too find out her plans for the building

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3/7/2017	<a href="#">V007706-030717</a>	Compliant	403 N AVE A	JIMENEZ MARLA ELVA IRREVOCABLE TRUST	Tall Grass in Alley, Junk vehicle in right of way
3/3/2017	<a href="#">V007703-030317</a>	Compliant	200 FRONT ST	ELOY AMANDO FARCERT	BUILDING BURNED, NEEDS TO BE DEMOLISHED OR REBUILT
5/12/2017	<a href="#">V008130-051217</a>	Compliant	2 S AVE A	SHADDEN STEVEN T	Junk Vehicle in front of building, Junk On Trailer
5/12/2017	<a href="#">V008135-051217</a>	Compliant	14 S AVE D	CORONA CANUTO & MARIA S	Debris in front yard and driveway
5/16/2017	<a href="#">V008144-051617</a>	Closed	622 N AVE A	JOSE JAVIER Navarro Estate	Building in rough shape, Two Junk Vehicles, Building needs painting.
5/16/2017	<a href="#">V008145-051617</a>	Closed	12 S AVE D	HENLEY BRENDA GAIL ANSLEY	Rotted wood, peaking paint, debris in back yard, Building in bad shape.
5/16/2017	<a href="#">V008146-051617</a>	Compliant	209 S GULF BLVD	RIDOS AUTO SALES	R.V Hooked up to sewer and water outside of an R.V. park.
5/17/2017	<a href="#">V008152-051717</a>	Compliant	500 Block S GULF BLVD	DEANO MERRIGAN	Piles of limbs and debris
5/19/2017	<a href="#">V008161-051917</a>	Closed	513 S Ave G	SIDNEY SALECIA	Tall Grass and Weeds
5/19/2017	<a href="#">V008162-051917</a>	Compliant	516 S AVE G	DPL INVESTMENTS	Tall Grass and Weeds
5/25/2017	<a href="#">V008201-052517</a>	Compliant	609 N AVE G	GIBSON AUBREY M	Junk Vehicle
5/25/2017	<a href="#">V008206-052517</a>	Compliant	11 N AVE A	LEVARIO OSBALDO & MARIA D RODRIGUEZ	Branches Dumped in alleyway
5/30/2017	<a href="#">V008220-053017</a>	In Progress	FRONT ST & GROCE	HUTCHINS JENNIE LORINE %WANDA JONES	Building in a bad state of disrepair
4/5/2017	<a href="#">V007886-040517</a>	Compliant	1 MYSTERY HARBOR LN	DENNIS THOMAS M & KATHERINE R	Tall Grass and weeds along fence line
4/6/2017	<a href="#">V007900-040617</a>	Compliant	117 & 123 HUDGINS ST	STANLEY & CHRISTINE BERKEFELT	Illegal Dumping in other Businesses Dumpsters
4/3/2017	<a href="#">V007868-040317</a>	Compliant	1112 N AVE N	JEREMIAH SHAW	Tall Grass and weeds
4/5/2017	<a href="#">V007891-040517</a>	Compliant	311 N AVE D	VINCENT MARTINEZ VILLEGAS	Man LIVING IN R.V. outside an R.V. park
4/6/2017	<a href="#">V007902-040617</a>	Closed	316 N AVE C	PEDRO & ALMA RIDOS	Piles of dirt in field.

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4/7/2017	<a href="#">V007909-04071Z</a>	Closed	103 S AVE D	DONORE HILL LLC	Building and property in really rough shape
4/7/2017	<a href="#">V007908-04071Z</a>	Closed	103 S AVE D	DONORE HILL LLC	Building and property in really rough shape
4/7/2017	<a href="#">V007907-04071Z</a>	Closed	214 S AVE C	JAUREGUI REFUGIO	Building windows boarded up, need to have a meeting with owner to find out his plans.
4/11/2017	<a href="#">V007924-04111Z</a>	Compliant	902 N AVE C	MARI AMEZQUITA HERNANDEZ	Unsecured Fridge on porch
4/7/2017	<a href="#">V007914-04071Z</a>	Compliant	1111 N AVE O	ABEL J MACK JR & REY LG MACK	Junk Vehicles in back yard, tall grass
4/7/2017	<a href="#">V007913-04071Z</a>	Compliant	1118 N AVE N	JOSE APOLINAR SANDRA G ESPINOZA	Junk Vehicles in back yard, Junk in back yard.
4/11/2017	<a href="#">V007926-04111Z</a>	Compliant	120 N GULF BLVD	HICKEY DANIEL B	Someone dumped trash in Danny
4/13/2017	<a href="#">V007943-04131Z</a>	Compliant	901 N AVE C	SHOEMAKER DONALD W	Boarded up windows
4/13/2017	<a href="#">V007949-04131Z</a>	Compliant	413 S AVE B	DIMAS & MIRIAM GARZA	Unsecured Refrigerator, Debris In Yard
4/13/2017	<a href="#">V007953-04131Z</a>	Compliant	12 S AVE C	SOLIS CHRISPIN	Unsecured Building, Building burned.
4/13/2017	<a href="#">V007961-04131Z</a>	Compliant	517 S AVE G	VEOLA BONNER WILLIAMS & JOYCE M ADAMS	Junk Vehicle in driveway
4/19/2017	<a href="#">V007999-04191Z</a>	Compliant	403 S AVE A	MIKES MACHINE WORKS INC	Trash Metal Dumpster in city right of way.
4/13/2017	<a href="#">V007964-04131Z</a>	Compliant	513 S AVE G	SIDNEY SALECIA	Junk Vehicle on premises
4/27/2017	<a href="#">V008042-04271Z</a>	Compliant	106 N AVE C	JUAN ANTONIO & JUANA MATA CARDENAS	Tall Grass & Junk Vehicle
4/28/2017	<a href="#">V008043-04281Z</a>	Compliant	311 N AVE C	REYNA RICHARD WAYNE	Junk Vehicle on Property.
5/2/2017	<a href="#">V008067-05021Z</a>	Compliant	915 N GULF BLVD	SWALLEN RICHARD B	People Illegally dumping water out back door on weekends
5/2/2017	<a href="#">V008070-05021Z</a>	Compliant	1014 N GULF A BLVD	MIKE SANCHEZ	Tall Grass and weeds, small Building homeless people are using.
4/21/2017	<a href="#">V008020-04211Z</a>	Compliant	311 N AVE D	VILLEGAS VIDAL	Vincent Martinez Villegas living in R.V. Outside R.V. Park
4/24/2017	<a href="#">V008025-04241Z</a>	Compliant	605 N AVE G	PEREZ VITERBO MADRIGAL	Garage door broken, needs repair
4/20/2017	<a href="#">V008012-04201Z</a>	Compliant	219 S AVE I	KHOURY BARBARA A	Building in back yard put up without permit.

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4/20/2017	<a href="#">V008013-042017</a>	Compliant	203 S AVE I	JAINIE FLORESTELLA	R.V. HOOKED UP TO SEWER AND WATER OUTSIDE OF R.V. PARK
4/21/2017	<a href="#">V008016-042117</a>	Compliant	223 S AVE I	PEREZ ROEL JR	Tagged Vehicle at 223 S Ave I
4/19/2017	<a href="#">V008005-041917</a>	Compliant	319 S AVE I	FELIX SOTO & DEYANIRA A GARZA	Junk Vehicle in Driveway
3/1/2017	<a href="#">V007683-030117</a>	Compliant	530 N GULF BLVD	RODRIGUEZ EFRAIN & MARLA	RVs Illegally hooked up, Junk and debris throughout yard.
3/1/2017	<a href="#">V007685-030117</a>	In Progress	311 N AVE D	VINGENT MARTINEZ VILLEGAS	Junk Vehicles, Acetylene Tanks On Ground, Litter And Debris.
3/13/2017	<a href="#">V007738-031317</a>	Compliant	304 N AVE A	FOX LINDA GAYLE ESTATE % ASHLEY PARKER	No Water on in premises
3/13/2017	<a href="#">V007741-031317</a>	Closed	724 S AVE B	PRICE FRED	JUNK AND DEBRIS THROUGHOUT PROPERTY LEASES PROPERTY FROM UNION PACIFIC RR
3/13/2017	<a href="#">V007743-031317</a>	Compliant	107 S AVE F	CALVILLO LUIS JR	eviction
3/14/2017	<a href="#">V007747-031417</a>	Compliant	1014 N GULF B BLVD	PRINCE HANNIS JOHN JR & EVANGELINE LOIS	TALL GRASS AND WEEDS BEHIND BUILDING
3/24/2017	<a href="#">V007804-032417</a>	Compliant	208 N AVE C	MUNIZ ALICIA B	3 Junk Vehicles on premises
3/16/2017	<a href="#">V007757-031617</a>	Compliant	1302 W 5TH ST	STEPHENSON WILLIAM MARCUS	RENTERS ARE MOVING OUT, TRASH/FURNITURE IN CURB. NEEDS TO BE REBAGGED AND PROPERLY DISPOSED.
3/23/2017	<a href="#">V007801-032317</a>	Compliant	1110 W 4TH ST	PENNYMAC LOAN SERVICES	HIGH GRASS MUST BE MOWED WITHIN 7 DAYS FROM DOOR HANGER.
3/2/2017	<a href="#">V007688-030217</a>	Compliant	1727 W 7TH ST	MURAIIRA AMADOR & EUSTOLLA	REFRIGERATOR TO BE MOVED OR SECURED WITH IN 24 HOURS, CLEAN UP YARD AND HOUSE WITH IN 10 DAYS FROM THIS NOTICE.
3/2/2017	<a href="#">V007689-030217</a>	Compliant	1431 W 4TH ST	GAMBOA RUBEN & MARISOL	DISMANTELED VEHICLE, JUNK VEHICLE AND LITTER IN ALLEY WAY NEEDS TO BE REMOVED WITH IN 10 DAYS OF THIS NOTICE.
4/19/2017	<a href="#">V008006-041917</a>	Compliant	1410 W 5TH ST	JOSE CASTILLO 1410 W 5TH LLC	TRASH IN ALLEY
4/19/2017	<a href="#">V008007-041917</a>	Closed	1403 W 6TH ST	LANNA DAVIS	TRASH IN ALLEY, HG 10.11.17 jv, trailer loaded with debris
4/19/2017	<a href="#">V008008-041917</a>	Compliant	1623 W 6TH ST	KIMBERLY GUICE	LITTER AND DEBRIS IN ALLEY
3/24/2017	<a href="#">V007816-032417</a>	Compliant	1739 W 7TH ST	HENDERSON DENNIS-RANELLE	HIGH GRASS
3/24/2017	<a href="#">V007817-032417</a>	Compliant	1747 -1749 7TH ST W	DONORE HILL LLC	PAINT, MESSY ALLEY, JV
3/24/2017	<a href="#">V007818-032417</a>	Compliant	1723 -1725 7TH ST W	TRAN ANDY THAI JV, HG, LITTER AND DEBRIS	

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3/24/2017	<a href="#">V007819-03241Z</a>	Compliant	1410 W 10TH ST	GARCIA ALBERTO	2 REFRIGERATORS, JUNK IN YARD
3/28/2017	<a href="#">V007829-03281Z</a>	Compliant	1732 W 7TH ST	WHITE CAREY D & VIOLA M	
4/25/2017	<a href="#">V008035-04251Z</a>	Compliant	1226 W 8TH ST	DE ALBA CARMEN	HOUSE NEEDS TO BE SECURED AND REPAIRED
4/19/2017	<a href="#">V008003-04191Z</a>	Closed	1311 W 8TH ST	INGLES ALMA L	PUBLIC NUISANCE
4/19/2017	<a href="#">V008002-04191Z</a>	Closed	1311 W 8TH ST	INGLES ALMA L	PUBLIC NUISANCE
4/11/2017	<a href="#">V007922-04111Z</a>	Compliant	1715 -1717 4TH ST W	NORMA HIGAREDA	ILLEGAL DUMPING AT CUL-DE-SAC 1700 BLOCK W 5TH.
4/4/2017	<a href="#">V007881-04041Z</a>	Compliant	1422 W 7TH ST	SOLIS GENARO M & MARYJANE	Resident has been driving over water meter and busted pipe. water leak must be fixed by resident according to Jerry @Viola
3/22/2017	<a href="#">V007788-03221Z</a>	Compliant	1757 W 4TH ST	ESTRADA PAUL JR	3 JUNK VEHICLES
3/22/2017	<a href="#">V007787-03221Z</a>	Compliant	1518 W 9TH ST	RICHARDSON ROBERT & BRENDA ESTATE % RICHARDSON CHRISTOPHER	HOUSE IS IN VERY POOR CONDITION, LITTER AND DEBRIS, GARBAGE, TALL GRASS, BROKEN WINDOWS AND FRONT DOOR, NEGLECTED ALLEY WAY. PAINT AND REPAIRS TO EXTERIOR ARE NEEDED.
3/29/2017	<a href="#">V007841-03291Z</a>	Compliant	1703 -1705 8TH ST W	VARGAS ELIZABETH SANCHEZ	HG, NEGLECTED PREMISES, PAINT.
3/29/2017	<a href="#">V007840-03291Z</a>	Compliant	1618 W 6TH ST	JOSE RIVAS	HIGH GRASS - complied LITTER AND DEBRIS IN ALLEY 5.9.17 SPOKE TO JOSE RIVAS WIFE ON 5.10.17 SHE SAID IT WILL BE CLEANED UP.
3/29/2017	<a href="#">V007839-03291Z</a>	Compliant	1819 W 11TH ST	REYES JANIE	RV CONNECTED TO SEWER, WATER AND ELECTRICAL INSIDE FENCED YARD. BOAT ON RIGHT OF WAY.
5/31/2017	<a href="#">V008222-05311Z</a>	Compliant	1606 W 8TH ST	GONZALES DENNIS	PORCH ROOF NEEDS REPAIR. BROKEN WINDOW, REPLACE & PAINT SIDING. BACK DOOR UNSECURED, OPEN PREMISES, HG
5/31/2017	<a href="#">V008224-05311Z</a>	Compliant	1709 W 4TH ST	SILVAS CHRISTOPHER J	HG
5/30/2017	<a href="#">V008218-05301Z</a>	Compliant	1215 W 4TH ST	FERNANDEZ MICHAEL A & JEANNE M GATZKA	SPOKE TO JEANNE IN RE: TO HER PROPERTY NEEDED TO BE CLEANED. SHE ASKED FOR A MONTH TO UPDATE REGISTRATION ON VEHICLES OR REMOVE THEM. SHE WILL PAINT AND CLEAN DEBRIS AND TRASH. NO LETTER WILL BE SENT AT THIS TIME. IF NOT COMPLETED IN THE 30 DAYS A VIOLATION NOTICE WILL BE SENT.
5/25/2017	<a href="#">V008202-05251Z</a>	Closed	1522 W 6TH ST	SHAW VICTOR & SHEILA M	COMPLAINT RE: NEIGHBORS FILLED IN DITCHES AND WATER HAS BEEN GOING STRAIGHT TO HIS ALLEY DRIVE WAY. CALLED DAVID HOELLOWAY, SCOTT AND BILLYWAYNE TO MEET ME AT THE PROPERTY TO DISCUSS OPTIONS. DAVID WILL GO BACK TO REMEDY THE ISSUE. PEELING PAINT, JV NEEDS PAINT 9.27.17 ROTTED WOOD, NEGLECTED PREMISES, LITTER AND DEBRIS IN BACK YARD.
5/31/2017	<a href="#">V008229-05311Z</a>	Compliant	1630 W 9TH ST	ADAIR KEITH & PATSY	
5/24/2017	<a href="#">V008194-05241Z</a>	Compliant	1229 W 10TH ST	ALMANZA BLANCA MARIA	Complaints of rodents and trash in back yard
5/24/2017	<a href="#">V008198-05241Z</a>	Compliant	1602 W 5TH ST	LARIOS EFRAIN VILLATORO	OVER GROWN WEEDS IN ALLEY WAY
5/17/2017	<a href="#">V008148-05171Z</a>	Compliant	1303 W 8TH ST	MACK ERIC M	DEBRIS IN ALLEY WAY, HG, NEGLECTED HOME. JV



Create Date	Reference No	Status	Address 1	Full Name	Summary
5/15/2017	<a href="#">V008142-051517</a>	Compliant	1222 W 5TH ST	ALVIE MERRILL	RUNNING A BUSINESS OUT OF RESIDENTIAL PROPERTY, MESSY YARD.
5/15/2017	<a href="#">V008143-051517</a>	Compliant	1755 -1757 5TH ST W	GARZA EMILIA	basket ball court on side walk.
3/3/2017	<a href="#">V007699-030317</a>	Compliant	1728 -1730 W 7TH ST	CRUZ ENRIQUE MARQUEZ	2 JUNK VEHICLES NEED TO BE REMOVED WITH IN 10 DAYS FROM THIS NOTICE, CLEAN UP LITTER AND DEBRIS.
3/9/2017	<a href="#">V007728-030917</a>	Compliant	1102 W 6TH ST	GARZA DIMAS L & MIRIAM	NEGLECTED PREMISES, TALL GRASS, UNSECURED GARAGE, NO HOUSE NUMBER VISIBLE.
3/9/2017	<a href="#">V007727-030917</a>	Compliant	1102 -1114 WEST BROAD	SCHUSTER VALENTINE ROSS	TALL GRASS/WEEDS
3/9/2017	<a href="#">V007726-030917</a>	Compliant	1207 W 2ND ST	PEREZ DIANE	HIGH GRASS AND WEEDS. CLEAN UP YARD WITHIN 10 DAYS FROM THIS NOTICE.
3/9/2017	<a href="#">V007725-030917</a>	Compliant	1219 W 2ND ST	NIETO MOISES R & ELENA E	BRICKS ON SIDEWALK/YARD, REMOVE WITH IN 10 DAYS FROM THIS NOTICE.
3/17/2017	<a href="#">V007768-031717</a>	In Progress	1311 W 6TH ST	RED ANDREW A III & JULIA G RODRIGUEZ	COMPLAINT - TALL GRASS WEEDS, JUNK VEHICLE. PUBLIC NUISANCE.
3/17/2017	<a href="#">V007764-031717</a>	Closed	1131 W 9TH ST	HOME OPPORTUNITY % HALO ASSET MANAGEMENT	WINDOW AND GARAGE DOOR NEED TO BE REPAIRED OR BOARDED UP. TALL GRASS, HANGING WIRES ARE UNSAFE.
3/1/2017	<a href="#">V007682-030117</a>	Compliant	1502 W 5TH ST	MCDONALD LARRY L SR & ROSA C	TALL GRASS, HOUSE NEEDS PAINT AROUND GARAGE MOW WITH IN 10 DAYS FROM THIS NOTICE.
3/1/2017	<a href="#">V007681-030117</a>	Compliant	1702 W 11TH ST	WALKER JAMES H & ELSIE ESTATE	TALL GRASS AND WEEDS
5/3/2017	<a href="#">V008085-050317</a>	Compliant	1325 -1329 9TH ST W	ALVAREZ ODULIA	JUNK RV, NEGLECTED PREMISES, LITTER AND DEBRIS.
5/4/2017	<a href="#">V008089-050417</a>	Compliant	1700 -1702 W 5TH ST	MONICA MONTEZ	MANY JUNK VEHICLES, LITTER AND DEBRIS, PAINT, ROTTED WOOD, JUNK BOAT.
5/8/2017	<a href="#">V008101-050817</a>	Compliant	1327 -1329 10TH ST W	HERNANDEZ JOSE LUIS	NRGLECTED PREMISES
5/8/2017	<a href="#">V008102-050817</a>	Compliant	1328 -1324 10TH W	MARTINEZ REGINA L	NEGLECTED PREMISES
5/9/2017	<a href="#">V008114-050917</a>	Compliant	1614 W 6TH ST	PHILLIPS CURTIS	HOME NEEDS PAINT - TRAP IN ALLEY WAY DRIVE WAY VERY DANGEROUS.
5/9/2017	<a href="#">V008115-050917</a>	Compliant	1748 -1750 6TH ST W	GINA RENTERIA	JV FRIDGE IN ALLEY NOT SECURED
5/9/2017	<a href="#">V008116-050917</a>	Compliant	1631 W 5TH ST	GUTIERREZ MAYRA	JV, LITTER AND DEBRIS IN BACK YARD
5/12/2017	<a href="#">V008129-051217</a>	Compliant	727 W 6TH ST	NEUERBURG JOYCE A	Working on front side of house with no building permit.
5/8/2017	<a href="#">V008103-050817</a>	Closed	806 W 10TH ST	Daniella & Simon Amaro	Put new roof on without permit.

Create Date	Reference No	Status	Address 1	Full Name	Summary
5/5/2017	<a href="#">V008093-05051Z</a>	Compliant	226 W 8TH ST	GONZALEZ MANUEL A	Junk vehicle needs to be removed and front.
5/5/2017	<a href="#">V008094-05051Z</a>	Closed	415 W 7TH ST	VERGARA JUAN JOSE & ROMELIA GOMEZ DURAN	Put drive way in with no permit,covert needs to be put in at right grade.
5/5/2017	<a href="#">V008097-05051Z</a>	Closed	503 W 8TH ST	CAMACHO MARCOS & MARTHA RAZO	Garage needs repair and old tires removed and junk vehicles also.
5/24/2017	<a href="#">V008191-05241Z</a>	Compliant	507 E 2ND	IBARRA RAMON N & MARLA	Front yard has a pile of junk ,and several junk vehicles.
5/2/2017	<a href="#">V008071-05021Z</a>	Closed	410 W 9TH ST	REAMES KARYL D	Junk vehicle in front needs to be removed.
5/2/2017	<a href="#">V008072-05021Z</a>	Closed	718 W 12TH ST	MARQUEZ VINCENT E & EPIFANIO	Junk vehicle needs to be remove from front driveway.
3/2/2017	<a href="#">V007695-03021Z</a>	Closed	814 W 5TH ST	JIMENEZ MIGUEL	House needs to have siding put back on and painted.
3/2/2017	<a href="#">V007692-03021Z</a>	Closed	810 W 5TH ST	ARREOLA MARTIN	Front and side of house needs to be repaired and siding needs to be replaced.
3/10/2017	<a href="#">V007733-03101Z</a>	Closed	922 W 12TH ST	FLORES ERLINDA	Front and back yard needs to be mowed and clean,junk vehicle needs to be removed.
3/9/2017	<a href="#">V007730-03091Z</a>	Closed	811 W 12TH ST	RAZO JESUS & PATRICIA T	Front and back yard needs to be cleaned ,also has rotten wood needs to be replaced.
5/3/2017	<a href="#">V008082-05031Z</a>	Closed	714 W 12TH ST	FERNANDEZ MARGARET M	Junk vehicle needs to be removed from front yard .trailer with junk needs to be moved also.
3/16/2017	<a href="#">V007761-03161Z</a>	Closed	306 W 8TH ST	SANDERS GLENN R	House is in really poor condition,needs to be inspected by Building Official.
5/12/2017	<a href="#">V008132-05121Z</a>	Compliant	723 W 6TH ST	SOLIS OSCAR SR & YOLANDA	Junk vehicle needs to be removed and yard mowed.
5/12/2017	<a href="#">V008134-05121Z</a>	Compliant	326 W BROAD ST	SALDIERNA APOLINAR	Running a small engine repair shop in a residential neighbor .
5/25/2017	<a href="#">V008200-05251Z</a>	Compliant	718 W 7TH ST	CLARK MABEL LOUISE	Front and back yard needs to be mowed.
5/24/2017	<a href="#">V008197-05241Z</a>	Compliant	503 E 2ND	LOREN HAYES	Has several junk vehicle that needs to be removed ,yard needs to be mowed, and RV needs to be disconnected.
5/18/2017	<a href="#">V008153-05181Z</a>	Closed	523 W 7TH ST	DANIEL GUTIERREZ	Junk vehicle needs to be removed from front yard.
5/18/2017	<a href="#">V008155-05181Z</a>	Compliant	703 W 12TH ST	MARQUEZ VICTOR M & JUANITA M HERNANDEZ	Storage shed has rotten wood,junk vehicle needs to be remove,and back yard needs to be mowed.
3/22/2017	<a href="#">V007789-03221Z</a>	Closed	122 W 6TH ST	RAMIREZ MARIA	Storage shed roof has caved in and it needs to be deom.
5/25/2017	<a href="#">V008205-05251Z</a>	Compliant	1303 W 9TH ST	PAULA FUENTES	Wrecked vehicle needs to be removed will give 15 days.
5/31/2017	<a href="#">V008228-05311Z</a>	Compliant	526 E 2ND	HAYES LOREN	Unsafe structure needs to be tore down ,large pile of trash needs to be removed.

Create Date	Reference No	Status	Address 1	Full Name	Summary
4/7/2017	<a href="#">V007911-04071Z</a>	Compliant	827 W 12TH ST	TAPIA OSCAR & AMELIA GUEL MORALES	Mr. Morales has added a bay window and storage shed with no building permit.
4/11/2017	<a href="#">V007925-04111Z</a>	Closed	119 W 6TH ST	SOLIS OSCAR SR	House needs to be painted, windows repaired, fence needs to be fixed, junk vehicles hauled off.
4/28/2017	<a href="#">V008049-04281Z</a>	Closed	823 W BROAD ST	LUJAN RAMON & SILVIA	Front and back yard needs to be mowed ,house needs work also.
4/18/2017	<a href="#">V007988-04181Z</a>	Compliant	602 W 4TH ST @ HICKORY	ROBERT JACKSON	Roof needs to be repaired ,building needs to be painted also.
4/18/2017	<a href="#">V007987-04181Z</a>	Compliant	826 W 4TH ST	SUTTON MARVIN E	Front yard has trash and debris , junk vehicle needs to be updated with current tags or removed.
4/17/2017	<a href="#">V007983-04171Z</a>	Closed	931 W 8TH ST	CYNTHIA MARTINEZ	House needs repair and roof also.
4/26/2017	<a href="#">V008038-04261Z</a>	Closed	1026 W 8TH ST	HAYS BRADY GENE JR	Replaced siding around entire house without being approved.
3/2/2017	<a href="#">V007690-03021Z</a>	Compliant	823 W 5TH ST	BANKS MORRISSIA JEAN	Front yard needs to be clean and,house needs to be pressure was and painted.
3/14/2017	<a href="#">V007744-03141Z</a>	Closed	1014 W BROAD ST	GOSSETT JAMES H	Roof has holes ,and yard needs to be mowed and weeded really bad,Junk vehicle needs to hauled off also.
3/14/2017	<a href="#">V007746-03141Z</a>	Closed	918 W 12TH ST	SOLIS OSCAR SR & YOLANDA	Front and back yard needs to be painted ,fence line needs to cleaned ,house needs to be painted also.
3/13/2017	<a href="#">V007742-03131Z</a>	Closed	818 W 6TH ST	NAVARRETE JASINTO L	In back driveway they put crush concrete down with no covert to drain water.
3/24/2017	<a href="#">V007806-03241Z</a>	Compliant	715 W 11TH ST	RODRIGUEZ ALEJANDRINA E	Empty lot needs to be mowed.
3/24/2017	<a href="#">V007814-03241Z</a>	Compliant	527 W 6TH ST	LINDSEY RICHARD H JR	Front and back yard needs to be mowed, junk vehicle needs to be removed and windows needs to be repaired.
3/15/2017	<a href="#">V007752-03151Z</a>	Closed	503 W BROAD ST	TREVINO JOHNNY & DIANA	Junk vehicle need to be removed from front yard.
3/15/2017	<a href="#">V007754-03151Z</a>	Compliant	902 W 6TH ST	SALAZAR FREDIE	Storage building behind house needs to be demolished.
3/16/2017	<a href="#">V007756-03161Z</a>	Closed	903 W 6TH ST	LEDIA ANDRES	Yard needs to be mowed,garage has rotten wood that needs to be replaced and junk vehicles need to be hauled off.
3/23/2017	<a href="#">V007800-03231Z</a>	Closed	1110 W 4TH ST	CABRERA RAUL	ENTERED TWICE BY MISTAKE.
<b>Total Items: 271</b>					





