



**AGENDA
REGULAR MEETING
FREEPORT CITY COUNCIL
MONDAY, OCTOBER 21, 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 21ST DAY OF OCTOBER 21, 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 this 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. 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 Any item requiring additional discussion may be withdrawn from the Consent Agenda by the Mayor, Councilmember or City Manager, and acted upon separately.

2. Consideration and possible action on the approval of City Council meeting minutes from October 7, 2019. **(Wells)**
3. Consideration of approving the Mayor and City Secretary to sign and attest a real estate lease agreement with Creative Design & Marketing for Suite 205 on 2nd floor of City Hall. **(Tolar)**

COUNCIL BUSINESS – REGULAR SESSION:

4. Consideration of approving Freese and Nichols to study the Inflow and Infiltration of the sewer system. **(Kelty)**
5. Consideration of approving online sales, terms and conditions with PublicSurplus.com for online auction. **(Tolar)**
6. Consideration of approving Ordinance No. 2019-2587 establishing a master fee schedule. **(Shoemaker)**
7. Consideration of approving Resolution No. 2019-2611 approving the master fee schedule. **(Shoemaker)**
8. Consideration of approving a 380 agreement between the City of Freeport and the EDC. **(Russell/Holman)**

WORK SESSION:

9. 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:

10. Executive Session regarding economic development (Projects 2019-2 and 2019-3) and Attorney Consultation accordance with Vernon's Texas Government Code Annotated, Chapter 551, 551.087 and Chapter 551, 551.071

COUNCIL BUSINESS – REGULAR SESSION:

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

ADJOURNMENT:

12. Adjourn.

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

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

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

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



Betty Wells, City Secretary
City of Freeport, Texas

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Monday, October 7, 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
- Betty Wells, City Secretary
- Chris Duncan, City Attorney
- Stephanie Russell Assistant City Manager
- Brenda Miller-Ferguson Human Resource Director
- Nat Hickey, Property Manager
- Courtland Holman, Economic Development Director
- David Hoelewyn-Street Department Director
- Laura Tolar-Special Projects Coordinator Assistant City Secretary
- Danny Gillchrist-Police Captain
- Billy Shoemaker-Building Department Director
- Michael Praslicka-EMS Coordinator
- Ray Garivey-Freeport Chief of Police
- Kim Townsend-Parks Director

Visitors:

Melanie Oldham	Angie Williams
Edmeryl Williams	Manning Rollerson
Jerry Meeks	Desiree Pearson
Tommy Pearson	Kenny Hayes
Donna Hayes	Lloyd Biggs
Eric Hayes	Sabrina Brimage
Keith Stumbaugh	

Call to order.

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

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

There were no presentations/announcements.

Citizen's Comments

Mr. Keith Stumbaugh spoke to Council on the proposed Garage Sale Ordinance. He recommends looking at zoning instead of putting a blanket rule on everyone when it's really not necessary. There are only a handful of problem situations across the City.

Mr. Manning Rollerson spoke to Council in regards to the flooding on the West Side of 6th and Cherry Streets. He said that his concern is that the ditches are dirty and have trees growing in them. He expressed the water has nowhere to drain.

Mr. Kenny Hayes spoke to Council in regards to the flooding issue. His concern is the drainage and the generator that should be hooked up and ready to go. Mr. Hayes feels the City Manager should turn the drainage pumps over to someone that can manage the pumps. He suggested Veolia.

Mr. Lloyd Biggs spoke to Council in regards to the flooding issue that he has seen in Ward A. He wants to know why there is nothing in place to pump the water from the ditches. He wants to know why nothing has been done to control the flooding.

Ms. Melanie Oldham spoke to Council in regards to the proposed garage sale ordinance. She does not feel that we need to have a garage sale ordinance. She also commended the Leaders of Freeport on being open with posting the Agenda and supporting documents on the website so that residents can also view.

CONSENT AGENDA:

Consideration and possible action on the approval of City Council meeting minutes from September 16, 2019

Consideration of approving a request from Brazosport High School for road closures during the 2019-2020 Brazosport High School Homecoming Parade.

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

REGULAR SESSION

Public Hearing: Public Hearing and possible action of a proposed replat. being a Plat Partition Survey of Lot 9 (Unrecorded Subdivision), situated in the William M. McDermott League, Abstract No. 341 in Brazoria County, Texas.

Public Hearing was opened by Mayor Brimage at 6:17 PM. Billy Shoemaker, Building Department Director presented Council with possible action of a proposed replat being a Plat Partition Survey of Lot 9 (Unrecorded Subdivision), situated in the William M. McDermott League, Abstract No. 341 in Brazoria County, Texas. There were no comments from the public. Mayor Brimage closed the Public Hearing at 6:18 PM.

On a motion by Councilman Bass, seconded by Councilman Green, with all present voting "Aye", Council unanimously approved the proposed replat being a Plat Partition Survey of Lot 9 (Unrecorded Subdivision), situated in the William M. McDermott League, Abstract No. 341 in Brazoria County, Texas.

Public Hearing: Public Hearing and possible action of a proposed Plat of Lots 202 and 203, Block 1 of the amended plat of Lazy Oak Ranch Subdivision and a portion of a called 3.84-acre tract in Brazoria County, Texas.

Public Hearing was opened by Mayor Brimage at 6:19 PM. Billy Shoemaker, Building Department Director presented Council with possible action of a proposed Plat of Lots 202 and 203, Block 1 of the amended plat of Lazy Oak Ranch Subdivision and a portion of a called 3.84-acre tract in Brazoria County, Texas. Mr. Shoemaker stated that they are just realigning the lots lines, squaring them up. Councilman Green asked if this was the perimeter, Mr. Shoemaker answered with no it is just squaring up the lot lines. There were no comments from the public. Mayor Brimage closed the Public Hearing at 6:21 PM.

On a motion by Councilman Bass and seconded by Councilman Green with all present and voting "Aye" Council unanimously approved proposed Plat of Lots 202 and 203, Block 1 of the amended plat of Lazy Oak Ranch Subdivision and a portion of a called 3.84-acre tract in Brazoria County, Texas.

Public Hearing: Conduct the second public hearing to review the Juvenile Curfew Ordinance of said City codified as Section 130.20 through 130.99 of said Code of Ordinances, for purpose of determining whether or not to abolish, continue or modify said ordinance.

Public Hearing was opened by Mayor Brimage at 6:22 PM. Chief Raymond Garivey presented to Council the Juvenile Curfew Ordinance of said City codified as Section 130.20 through 130.99 of said Code of Ordinances, for purpose of determining whether or not to abolish, continue or modify said ordinance. Mr. Kelty explained to Council and the public that this ordinance has to be reviewed, and reconsidered every three years. No comments from the public. Councilman Bass asked if we were re-adopting the same ordinance, he asked why the Chief wanted to readopt, and expressed that if we have more amenities for the youth to do, then we need to come back and look at this ordinance. He feels that they need to be allowed to stay out later if there are safe amenities. Councilman Yates asked what the age limits are. Captain Gillchriest said up to the age of fourteen have to be off the streets by 10:00 PM on weeknights, and 11:00 PM on weekends. Ages fifteen to seventeen must be off the streets by 11:00 PM on weeknights, and midnight on the weekends. Councilwoman Loeza asked if we want to look at this again before the three years, can we. Mr. Kelty said this ordinance can be reviewed at any time. Mayor Brimage closed the Public Hearing 6:25 PM.

On a motion by Councilwoman Loeza and seconded by Councilman Green with all present and voting "Aye" Council unanimously approved the Juvenile Curfew Ordinance No. 2019-2584 Section 130.20 through 130.99 of said Code of Ordinances.

Consideration of approving Ordinance No. 2019-2585 creating standards for garage sale.

Billy Shoemaker, Building Department Director, presented Council with possible action of a proposed Ordinance No. 2019-2585. He said that the Planning Board asked to review the garage sale ordinance. The City did not currently have regulations on garage sales. He said based on his research with other area cities, all other cities investigated regulated garage sales. Our city is one of the very few that does not. Under the proposed garage sale ordinance there is no fee for the permit, the residents would fill out the application and identify the date and location of the sale. The purpose for this ordinance is to prohibit the habitual garage sales that are running businesses from their homes. He also stated that the State Comptroller says, that more than two garage sales in one calendar year requires the registration as a business and get a tax ID number, and pay sales tax. Councilman Bass asked if there were two or more garage sales at a certain site, will the City be responsible to notify the State for sales tax. Mr. Duncan said that for informational purposes it is easier to treat everyone fair if the city has record of who has

applied for a permit. Mr. Kelty said, in regard to Mr. Stumbaugh suggestion to enforce this as a zoning issue, that enforcing zoning regulations is more cumbersome than if it is a simple code issue. Also, with regard to the fine, it is up to that amount, and then the Judge will determine the actual amount. Councilwoman Loeza asked if the two per year is standard in other cities. She also asked if the signs have to be in the yard only. Mr. Stumbaugh suggested four per year. Manning Rollerson said that 8th Street has quite few habitual people having garage sales. He also said it's our constitutional right. Mr. Ruben Rubenato said that he would recommend three garage sales per year. Two being personal and one being city-wide with the exception of an estate sale. Mayor Troy Brimage said that the city has bigger issues to take care of than hosting a city wide garage sale.

On a motion by Councilman Bass as written and seconded by Councilman Yates with all present and voting "Aye" Council unanimously approved Ordinance No. 2019-2585 as presented creating standards for garage sale.

Consideration of approving Ordinance No. 2019-2586 Repeal and Replace Chapter 153, and adopting a new Chapter 153 Flood Damage Prevention Ordinance.

Billy Shoemaker, Building Department Director, presented Council with possible action of proposed Ordinance No. 2019-2586. He said that on May 13, 2019 the city had a CAV (Community Assistant Visit) meeting with FEMA. With this visit they reviewed building plans, property that has been built over the years, city ordinances, and internal practices for maps. Out of this visit came three recommendations. One of them is this update of Chapter 153 which is the flood damage prevention program. In this chapter there were some definition deficiencies. Some things were not identified in our existing ordinance. According to our current ordinance, we were using the 1983 FIRM map and should be using the 1993 Version. Mr. Shoemaker said this is a house keeping item to make sure the city stays consistent with FEMA regulations as to not jeopardize flood policies in the City of Freeport.

On a motion by Councilman Bass and seconded by Councilman Green with all present and voting "Aye" Council unanimously approved proposed Ordinance No. 2019-2586 Repeal and Replace Chapter 153, and adopting a new Chapter 153 Flood Damage Prevention Ordinance.

Consideration of approving Resolution No. 2019-2610 adopting the FEMA letter of map change (LOMC) process.

Billy Shoemaker, Building Department Director, presented Council with possible action of proposed Resolution No. 2019-2610; he said that the meeting the City had back in May with FEMA this is one of the three issues they found, the lack of documentation that the City participates in the LOMC process. The city does want to participate in the LOMC, but we did not have the letter that stated that we were authorized to participate. With the adoption of this resolution this will clean up this issue, it states that the City will participate in future map processes.

On a motion by Councilwoman Loeza and seconded by Councilman Yates with all present and voting "Aye" Council unanimously adopted proposed Ordinance No. 2019-2610 adopting the FEMA letter of map change (LOMC) process.

WORK SESSION:

Mayor Troy Brimage announced that the Back the Blue football game at Hopper Field will be Friday October 11, 2019 at 7:30 PM. He also congratulated Kim Townsend on the lift truck. He also said that on the Port of Freeport's agenda for Thursday night there is an agenda item that the Port will be considering pursuing eminent domain for the East End property.

Councilman Green spoke on the situation on the west side of 6th Street and Cherry. Mr. Green said that there is a lot of debris and brush in the ditches; he said that it is an issue. He said with the flooding situation it is a real deal, and that the City has to stay on top of it. He asked Street Director David Hoelewyn if there was paving planned for Broad by the railroad.

Councilman Bass commended the City workers for being out in the six and half inches of rain we received in forty-five minutes on Thursday. He knows that they did the best that they possibly could. He knows that Manning Rollerson spoke on the Velasco side of town; the city has got to figure out some way to keep those ditches cut. He said that he knows the Planning commission is looking at this, as well as Mr. Kelty. According to City ordinance it is the responsibility of the home owner to take care of the ditches that run alongside of the property especially the back of the alley, but when they are used for City drainage it becomes part of the City's responsibility as well. He said that Council will be talking and trying to figure this out. He said that he has been speaking with Freese and Nichols about the flooding on Velasco. Mr. Bass mentioned the Methodist Fish Fry and asked Kim for community service workers Saturday October 12, 2019 from 11-2. He also wanted to recognize the City of Freeport's very own Breanna Brimage who was a candidate for Brazoria County Fair queen.

Councilwoman Loeza asked David Hoelewyn the Street Department Director if he knew when they would be starting the work Victoria Street, he said that it should be the next one. She asked him if it will not be soon if he could fill in the pot holes. She asked about Jones Street, and the 1900 block of North Ave H. David said those should have been done this morning, and if not it would be on Tuesday.

Councilman Yates talked about the flooding and said on Ave A. the owner of Mikes Machine shop said, he had about four inches of water in his shop and he has never had water in his shop before. He said that there in a pump in back that the City had out there and no one turned it on. David said that when the power goes completely off one of the pumps is on a seven minute delay and will not come back on for seven minutes. The other pump has a five minute delay when the power goes completely off. The pumps come on automatically when the float gets to a certain height. Mr. Pearson asked why we didn't have a backup generator sitting just in case there was a power failure since the City new the generator was down. He asked if there should be two streams of water from the pumps, or one stream. He said that there was only one stream. He asked how we know the pumps are running. There are no gauges. He asked about the third pump where this pump was at. Mayor Brimage said that he takes full responsibly for this, and we can guarantee that we will be getting with Freese and Nichols who is qualified to tell us what we need to do to fix the problem at the pump stations.

City Manager Tim Kelty said that Tuesday morning the he asked for a ten-inch pump in place on Velasco and a backup generator at the pumps near the service center on stand-by from the rental company that has the pumps. Mr. Kelty said this is his fault that he did not say to have the generator in place prior to the storm hitting. He said that he now knows. He said that this was his call and he made the wrong one. He said there are places that we can improve on. He has Freese and Nichols working on a proposal that he can bring back to council. In regards to drainage, and storm water utility to make sure our ditches are clean and the equipment is working properly. Mr. Kelty also said that Ms. Russell, Mr. Holman and he are going to a meeting on Tuesday morning to the Texas Water Development Board, to look at grant funding for some infrastructure needs water, sewer and drainage. He feels that it will be very important for the City. Also they will be at TML on Wednesday-Friday. Mr. Kelty said that we had a successful National Night Out.

Update on reports / concerns from Department heads

Stephanie Russell Assistant City Manager spoke to Council about the EDC balloon payment that they had planned to refinance. But after review from the City's Bond Council, the city was advised to pay off the loan entirely, due to some issues with the original loan itself. Since the EDC cannot afford to pay off the loan itself, staff is working on what the EDC can pay and a recommendation for council. They are currently working on the terms of a 380 Agreement with the EDC that be brought before Council before the loan is due in November.

Kim Townsend said that the volleyball sand was delivered today it is ready to spread tomorrow and the poles are in. The striping of the parking lot will be done this week. The Seniors Harvest Fest is October 21 at Riverplace. The Recreation Center has the Fall Fest and Trunk or Treat October 24 at Riverplace from 5-7 PM. She thanked Council for the bucket truck.

Courtland Holman said that he will be TEDC conference the same time that Mr. Kelty will be at TML.

Open session was closed at 7:10 pm and Council entered into Executive Session.

CLOSED SESSION:

Executive Session regarding economic development (Projects 2019-2 and 2019-3) and Attorney Consultation (Potential Litigation) in accordance with Vernon's Texas Government Code Annotated, Chapter 551, 551.087 and Chapter 551, 551.071.

REGULAR SESSION

Mayor Troy Brimage opened regular session at 7:46pm

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

No action taken.

Adjourn

On a motion by Councilman Bass, seconded by Councilwoman Loeza, with all present voting "Aye", Mayor Troy Brimage adjourned the meeting at 7:46 PM.

Mayor, Troy Brimage
City of Freeport, Texas

City Secretary, Betty Wells
City of Freeport, Texas



City Council Agenda Item #3

Title: Consideration of approving the Mayor and City Secretary to sign and attest a real estate lease agreement with Creative Design & Marketing for Suite 205 on the second floor of City Hall

Date: October 21, 2019

From: Laura Tolar, Special Projects Coordinator/Assistant City Secretary

Staff Recommendation: Staff recommends approval of the Lease agreement.

Item Summary: Creative Design & Marketing is the former Platinum Marketing. The business was sold and now operating under a new name. The lease proposed includes a monthly rate of \$0.79 per square foot per month (\$396.58), plus utilities (electric).

Background Information: Suite 205 has been occupied for the last several years by Platinum Marketing. The new lease will be with an employee of the former Platinum Marketing. The monthly rate is the same as the previous lease for Gulf LNG approved by Council in January 2019.

Special Considerations: N/A.

Financial Impact: \$4,758.96 per year plus utilities.

Board or 3rd Party recommendation: None

Supporting Documentation: Lease agreement.

LEASE OF REAL PROPERTY

PARTIES: This Lease agreement made and entered into by and between the CITY OF FREEPORT, TEXAS, a municipal corporation, hereinafter designated LESSOR, and Creative Design and Marketing, a Texas corporation, having its principal office in Freeport, Texas, hereinafter designated LESSEE, whereby Lessor leases unto Lessee the following described office space in the City of Freeport, in Brazoria County, Texas, together with any fixtures located therein, hereinafter collectively "the premises", to-wit:

A portion of the improvements located on Lots 1 through 12 and Lot 15, Block 46, Freeport, Town site of the City of Freeport, Texas, consisting of the second floor offices in the City Hall of the City of Freeport currently numbered Room 205 which includes 502 square feet of floor space in the aggregate, (hereinafter collectively "the office").

TERM: The term of this Lease is for twenty-four (24) months, beginning October 1, 2019, and unless sooner terminated as hereinafter provided, ending September 30, 2021.

RENTAL: Lessee pay a monthly rental for the office of \$0.79 per square foot or \$396.58 per month, payable in advance, plus the utility payment provided for below.

USE OF OFFICE: Lessee agrees to use the office for a private business office only and for no other purpose.

PROHIBITED USE OF OFFICE: Lessee hereby covenants not to make or allow to be made by any person whomsoever any unlawful, improper or offensive use of the office, or any use which violates any applicable statute, ordinance or code, including but not being limited to all applicable health and fire codes.

ACCEPTANCE OF OFFICE BY LESSEE: Lessee acknowledges that Lessee has fully inspected the office and on the basis of such inspection, Lessee hereby accepts the office as is.

REPAIRS AND CLEANING BY LESSEE: Lessee shall, throughout the term of this Lease, take good care of the office, keep the office free from waste or nuisance of any kind, and make all necessary repairs there to not exceed One Thousand and no/100 (\$1,000.00) Dollars at any one time. All repairs in excess of such amount shall be made by Lessor, who shall have the option of either making such repairs or terminating this lease. At the end or other termination of this Lease, Lessee shall deliver up the office in equal repair and condition as at beginning of lease term, reasonable wear and tear and damage by fire, tornado or other casualty only excepted. Lessee shall be responsible for all costs incurred in keeping the premises clean.

ASSIGNMENT ETC. PROHIBITED: Lessee shall not assign, let, sublease, mortgage or pledge this Lease, nor rent the office, or any part thereof, without the prior written consent of Lessor.

LAWS: Lessee agrees to comply with all laws, rules and orders of Federal, State and Municipal Governments and all of their departments applicable to the premises.

INSURANCE: Lessee agrees to obtain and maintain at Lessee's expense during the term of this lease a policy of public liability insurance for bodily injury or death in the maximum amount specified by Section 101.023, Civil Practice and Remedies Code of Texas, as it now provides or hereafter is amended to provide, as the minimum amount of liability insurance required of Lessor under this lease.

INDEMNITY: Lessee hereby AGREES TO INDEMNIFY AND SAVE HARMLESS Lessor and the officers, agents and employees of Lessor and their respective heirs, executors, administrators, successors and assigns (hereinafter collectively "the indemnified parties"), from any and all damages, expenses, reasonable attorney's fees and costs of court which they or any of them may suffer or incur, jointly or severally, as a result of any claims being made against them, or any of them, by the Lessee, or the officers, agents, employees, invitees, licensees, permittees or contractors of Lessee, and their respective heirs, executor, administrators, successors and assigns, or any other persons, associations or corporations whomsoever, (hereinafter collectively "the Claimants") . As used herein, the term "claims" include claims for labor performed on the premises or materials furnished to or at the request of Lessee, or the officers, agents, employees or contractors of Lessee, and any expenses, reasonable attorney fees and costs of court in connection therewith, as well as any and all other claims for liabilities, damages, expenses, reasonable attorney's fees and costs of court which the Lessee or the officers, agents, employees, invitees, licensees, permittees, contractors, successors or assigns of Lessee, may have arising out of any other occurrence on or about the premises, and it INCLUDES, BUT IS NOT LIMITED TO ANY CLAIMS, KNOWN AND UNKNOWN, BASED, IN WHOLE OR IN PART, ON THE NEGLIGENCE, FAULT OR STRICT LIABILITY OF THE LESSOR OR THE OFFICERS, AGENTS, EMPLOYEES, INVITEES, LICENSEES, PERMITTEES OR CONTRACTORS OF LESSOR, OR ANY OF THEM, WHETHER OCCURRING JOINTLY, CONCURRENTLY OR WITH THE COMPARATIVE NEGLIGENCE, FAULT OR STRICT LIABILITY OF THE LESSEE OR THE OFFICERS, AGENTS, EMPLOYEES, INVITEES, LICENSEES, PERMITTEES OR CONTRACTORS OF LESSEE, OR ANY OTHER PERSON OR ENTITY WHOMSOEVER.

ALTERATIONS: The Lessee shall not make any alterations, additions, or improvements to the office, without the prior written consent of the Lessor. However, all fixtures, alterations, additions and improvements put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises as a part thereof at the expiration or termination of this Lease.

ENTRY: The Lessor by representative shall have the right to enter the office at all reasonable times to inspect

and examine the same and Lessee shall not be entitled to any abatement or reduction of rent by reason of such entry and inspection.

SIGNS: Lessee shall not place any signs or objects on the roof any part of the exterior of any improvements situated on the premises, nor place any signs, umbrellas, or other movable personal property on the sidewalks, parking lots, driveways or exterior of any improvements situated on the premises, without the prior written consent of Lessor.

NOTICE: Any demand to be made or notice to be given hereunder to Lessee shall be made on, or given to such party either personally or by sending a copy of such demand or notice by certified mail, return receipt requested, addressed to the Lessee at the office or at such other address as Lessee may by separate writing designate. Notice to Lessor shall be given to its City Manager at 200 West Second Street, Freeport, TX 77541.

MORTGAGES: Lessee shall not mortgage, pledge or otherwise hypothecate this lease.

WAIVER: NO WAIVER AT ANY TIME OF THE RIGHT TO TERMINATE THIS LEASE SHALL IMPAIR THE RIGHT OF THE LESSOR TO INSIST UPON SUCH TERMINATION IN THE EVENT OF SUBSEQUENT BREACH OR DEFAULT BY LESSEE, NOR SHALL THE ACCEPTANCE OF RENT AT ANY TIME CONSTITUTE SUCH WAIVER OF DEFAULT OR WAIVER OF DAMAGES, AND IN ADDITION TO ANY OTHER REMEDIES WHICH THE LESSOR MAY HAVE, THE LESSOR MAY APPLY FOR AND OBTAIN AN INJUNCTION OR USE ANY OTHER LEGAL PROCESS TO ENFORCE THE RIGHTS OF THE LESSOR.

UTILITIES: Lessor shall pay all charges incurred for any utility services used by Lessee or the officers, agents, employees, invitees, licensees, permittees, contractors, successors or assigns of Lessee, and Lessee agrees to reimburse Lessor therefor at 2.6% of the total utility costs per month, which is based on the total square footage of the office.

TAXES: Lessee agrees to pay, before they become delinquent, any ad valorem taxes and assessments lawfully levied or assessed against Lessee's leasehold interest in the premises, and to furnish to Lessor a receipt evidencing such payment within five (5) days after such payment is made.

FIRE CLAUSE: In the event that the premises, or any improvement thereon situated, shall be damaged by fire, the elements, civil disorder, or other casualty, the Lessor shall have the option of either

(a) rebuilding or repairing the same or (b) terminating this lease.

BANKRUPTCY: In the event that the assets of the Lessee shall become subject to the jurisdiction of the bankruptcy court, voluntary or involuntary, or should the Lessee make a voluntary assignment for the benefit of creditors, or in the event that a receiver for the Lessee shall be appointed, then, at the option of the Lessor and upon ten (10) days' notice of the Lessee or the representative of the Lessee, this Lease shall cease and come to an end.

REMOVING CLOUD FROM TITLE: Upon the expiration of this Lease or upon its termination during the existence hereof pursuant to its terms, Lessee covenants to execute, acknowledge and deliver to Lessor at the cost of Lessee such written instruments evidencing such expiration or termination as Lessor may require. Further, IT IS EXPRESSLY AGREED that an affidavit reciting the facts of such expiration or termination when recorded in the Public Records of the county wherein the premises is located shall be prima facie evidence of the truth of the statements contained in such affidavit.

PEACEABLE SURRENDER OF OFFICE: Upon the expiration or termination of this lease according to its terms, Lessee will peaceably yield up to Lessor, all and singular, the office, and any future erections or additions made thereto during the existence of this Lease in good and tenantable repair and condition in all respects, reasonable use and wearing thereof and damage by accidental fire or inevitable accident only excepted.

HOLDING OVER: IT IS AGREED AND UNDERSTOOD that any holding over by the Lessee of the office at the expiration of this Lease shall operate and be construed as a tenancy at will at a rental of one and one-half (1½) times the amount specified above.

DEFAULT BY LESSEE: In the event that the Lessee shall default in the prompt payment of rent when the same is due, or shall violate or omit to perform any of the other provisions of this Lease herein contained, or in the event that the Lessee shall abandon the office or leave them vacant, Lessor may at the option of Lessor, send written notice of such default, violation or omission to the Lessee, and unless Lessee shall have completely cured or removed said default within ten (10) days after the sending of such notice, Lessor may thereupon re- enter and take possession of the office, remove all of Lessee's property therefrom and cancel this Lease. In the event the Lessee shall continue to hold the office after demand therefor by Lessor, at the expiration of this Lease or upon its termination after default or breach of this Lease by Lessee, then the Lessor shall be entitled to institute and maintain a Forcible Entry and Detainer suit in the Justice of the Peace Court and obtain a writ of possession for the premises.

CONSTRUCTION AND PLACE OF PERFORMANCE: Whenever the context so requires, the singular shall include the plural number, and conversely, and the masculine shall include the feminine and neuter genders. This Lease shall be performable in Brazoria County, Texas, and shall be governed by the law of Texas.

INTEGRATION PARTIAL INVALIDITY AND BINDING EFFECT: IT IS EXPRESSLY AGREED AND UNDERSTOOD that this Lease contains all agreements, representations, covenants and warranties, expressed or implied, relative to the operation and demise of the above described property, and the price therefor, and no prior agreement, if any, shall be binding upon the parties hereto unless contained herein. In the event any provision of this Lease is declared invalid for any reason by any court, such invalidity shall not affect the remaining provisions of this

Lease but effect shall be given to the intent manifest by the portion held invalid or inoperative. This lease shall be binding upon the parties hereto as well as their respective heirs, executors, administrators, successors and assigns.

EXECUTED in duplicate on this _____ day of _____, 2019.

THE CITY OF FREEPORT, TEXAS, Lessor

By _____
Troy Brimage, Mayor

ATTEST:

Betty Wells, City Secretary

_____, Lessee

[By _____

Title _____]



City Council Agenda Item # 4

Title: Consideration and possible action on task authorization with Freese and Nichols Engineering for Task Order #6 Sanitary Sewer Overflow Initiative (SSOI)

Date: 10/21/2019

From: Tim Kelty, City Manager

Staff Recommendation: Staff recommends approval of this work by Freese and Nichols.

Item Summary: The City's Engineering firm was asked to look at the City's Sanitary Sewer Collection system and identify ways to reduce the City's Infiltration and Inflow (I&I). They have offered a proposal to create a base GIS digital mapping of the entire collection system, from which they will coordinate the overall evaluation of the system and identify, monetize, and prioritize improvements to the system which, when implemented, will reduce I&I.

The cost of work authorization #6 is \$248,200. This is a very major undertaking and is expected to take nearly a year to complete.

Background Information:

The sanitary sewer collection system for the city of Freeport includes more than 50 miles of gravity sewer mains as well as almost a mile of force main. The system carries nearly all of the wastewater to the city's primary Wastewater Treatment Plant near the Highway 288 and 36 interchange. That Treatment plant has designed capacity to process 2 million gpd. Normal dry weather flow to the plant is around 750,000 gpd. During heavy rain events the plant is inundated with I&I flows coming in at a rate of 5 million gpd.

Infiltration occurs when Ground water rises above the level of underground sewage collection pipes and cracks in the pipes allows ground water to seep in. Inflow, the city's main problem, is when surface water during rain events finds its way into the collection system.

I&I is a normal problem that every sanitary sewer system deals with. It is not usually considered too high until wet weather flows exceed 100% of dry weather flows for short periods of time. In the City of Freeport's case that number is greater than 600% and would be even higher if the system could convey more flow. During heavy rainfall events over the last year, Sanitary Sewer Overflows (SSOs) have been observed in which the system is over-capacitated, and raw sewage flowed out of the collection system onto the ground. If not corrected this is a very serious

violation of TCEQ regulations and will result in heavy fines against the city and mandatory enforcement action which requires the city to fix the problem.

Special Considerations: The 2015 TCEQ Voluntary Enforcement Agreement with the City recognized that the City would undertake this effort. That agreement was a 5-year agreement which proposed for the improvements identified would be completed by late next year. No overall evaluation or mapping was ever completed, and improvement projects have been random and very sporadic. As a result, no measurable improvement to I&I have been realized. Freese and Nichols with their contacts with TCEQ is expected to assist the city in the facilitation of new expectations and agreement with TCEQ (for longer timeframe with a specific schedule of improvements)

Board or 3rd Party recommendation: None

Financial Impact: The cost of this authorization is \$248,200. It is available currently without amendment in the water and sewer budget.

Supporting Documentation: Freese and Nichols task authorization #6



PROFESSIONAL SERVICES AGREEMENT – ATTACHMENT A
TASK AUTHORIZATION #6

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

FNI PROJECT PROJECT/PHASE/TASK
DATE: 8/13/2019

This authorization is in accordance with the terms and conditions outlined in the Master Agreement executed on June 17, 2019 and expires on June 17, 2020.

Project Name: Sanitary Sewer Overflow Initiative (SSOI) Management – Phase 1

Description of Services: Consultant will provide professional engineering services in accordance with the attached Sanitary Sewer Overflow Initiative (SSOI) Management – Phase 1, Task Order #6, Scope of Services, (Attachment B).

Deliverables: GIS geodatabase, Large scale color mapping, updated SSOI provisions and multi-year timeline, letter to TCEQ, written documentation on TCEQ coordination, Phase 1 SSOI Implementation Plan Report.

Schedule: Schedule is described in Attachment B.

Compensation shall be: A lump sum amount of Two Hundred Forty-Eight Thousand Two Hundred Dollars (\$248,200.00).

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: *Mehran Bavarran*

BY: _____

Mehran (Fon) Bavarran
Print Name

Print Name

TITLE: Associate

TITLE: _____

DATE: 8-13-19

DATE: _____

Attachment B

City of Freeport

Sanitary Sewer Overflow Initiative (SSOI) Management – Phase 1

Task Order #6

August 13, 2019

SCOPE OF SERVICES

Project Understanding:

Freese and Nichols, Inc. (FNI) understands the City of Freeport (City) has a voluntary Sanitary Sewer Overflow Initiative (SSOI) Agreement [RN102184025 | Enforcement Case No. 49120] with the Texas Commission on Environmental Quality (TCEQ). The City has an ongoing contract with Veolia to provide facility operation and field services, and Veolia has been conducting field work pertaining to the SSOI agreement.

The following scope of services is for FNI to provide management for the City's SSOI Agreement. The scope of services includes the following tasks:

- **Task A:** Project Management
- **Task B:** Development of Wastewater System GIS
- **Task C:** Review of SSOI Work Completed To-Date
- **Task D:** Development of Revised SSOI Provisions and Multi-Year Timeline for Remaining Effort
- **Task E:** Coordination with TCEQ on Revised SSOI Provisions and Timeline
- **Task F:** Incorporation of Lift Station Risk-Based Assessment Results (separate task authorization) into the Revised SSOI
- **Task G:** Phase 1 Implementation Plan including data processing, recommendation of improvements, and Phase 1 reporting to the City
 - Management of any required field assessment work, processing of field collected data, and development of improvement recommendations for a proposed Phase 1 of SSOI implementation plan defined as: Up to 25% of the existing wastewater system gravity lines and manholes utilizing existing CCTV data and manhole inspection information (provided by Veolia).

This scope is for field work management, processing of field collected data, and development of improvement recommendations for up to 25% of the existing wastewater system. The remaining 75% of the wastewater system is anticipated to be completed under additional task authorization(s) for FNI to manage SSOI effort beyond Phase 1.

It is understood that the City has contracted with Veolia for field services in connection with the SSOI agreement. This scope of work assumes Veolia will provide all field data collection and inspection of wastewater lines and manholes on behalf of the City of Freeport. This includes but is not limited to:

- Flow Monitoring
- Rain Gauge Placement and data collection

- Manhole Assessment and Certification Program (MACP) compatible manhole inspections
- Pipeline Assessment and Certification Program (PACP) compatible CCTV data collection
- Complete MACP and PACP coding and provide to FNI in a format compatible with InfoMaster
- Continued reporting to TCEQ for the SSOI
- Providing previous reporting to FNI for review
- Providing previous CCTV and manhole inspection data

ARTICLE I

TASK A: PROJECT MANAGEMENT

A1. Meeting - Project Kickoff

Conduct a project kickoff meeting with the City to review project scope, goals, project team members and schedule. FNI will provide the City with a data request memorandum identifying data needs. The meeting will include discussion of the following:

- Scheduling and project coordination
- Key City and Veolia personnel for field work coordination
- Information and data needs from the City and Veolia

A2. Monthly Progress Reports

Monthly Status Reports will also be submitted that summarize progress and document upcoming tasks. The Reports will outline upcoming key decisions which will require input from or discussion with the City.

TASK B: DEVELOPMENT OF WASTEWATER SYSTEM GIS AND MAPPING

B1. Develop Wastewater System GIS

FNI will develop a wastewater system GIS for the City of Freeport. The GIS will be based on system mapping provided by Veolia and will include manholes, gravity lines, lift stations, force mains, and wastewater treatment plants (WWTPs). Unique Manhole IDs will be included. Large scale color maps will be produced. FNI will utilize the wastewater GIS to manage the SSOI efforts.

Deliverables

GIS geodatabase of the Freeport wastewater system

Large scale color mapping of the Freeport wastewater system

TASK C: REVIEW OF SSOI WORK COMPLETED TO-DATE

C1. Review of SSOI Work Completed To-Date

Veolia will make available to FNI all flow monitoring and inspection/assessment records for wastewater infrastructure in Freeport (electronic versions of data sets where available), including the March 2013 initial equipment criticality assessment and the April 2014 condition assessment. FNI will review all flow monitoring efforts to-date, as well as assessments, field inspections, previous TCEQ reporting, and improvement recommendations.

C2. Summary of Historical SSOI-Related Efforts

FNI will summarize the historical SSOI-related efforts by the City and Veolia including flow monitoring, field inspections and any improvement recommendations. Data will be summarized and displayed on map(s) and/or tabular/chart form as appropriate.

C3. Summarize SSOs and Work Order Data

Utilizing SSO reporting and work order data provided by the City/Veolia, FNI will summarize and map historical sanitary sewer overflows (SSOs) and wastewater system work orders.

C4. Meeting – Review Historical SSOI Efforts and Sewer System Performance Data

FNI will meet with City staff and review the summary of historical SSO-related efforts and sewer system performance data (SSOs and Work Order Data). FNI will provide tabular and/or map-based figures as appropriate.

TASK D: DEVELOPMENT OF UPDATED SSOI PROVISIONS AND MULTI-YEAR TIMELINE FOR REMAINING EFFORT

D1. Develop Updated SSOI Provisions and Timeline

The City's SSOI agreement contains provisions for the following:

- Gravity Line and Manhole Inspections
- Prioritization
- Reporting, and
- Inflow and Infiltration (I/I) Studies
- Rehabilitation, Repairs, and Replacements (lift stations, manholes, and gravity lines)

FNI will review the SSOI provisions and propose updates to the requirements and/or timeline of the SSOI agreement. These updates could be based on results of field work and inspections to-date, work order data, and/or I/I study results.

D2. Meeting – Review SSOI Updates with City Staff

FNI will meet with City staff and review the proposed updates to the City's SSOI provisions and timeline. City feedback will be solicited and addressed.

Deliverable

Updated SSOI Provisions and Multi-Year Timeline for Completion of SSOI Agreement

TASK E: COORDINATION WITH TCEQ ON UPDATED SSOI PROVISIONS AND TIMELINE

E1. Write Initial Letter to TCEQ

FNI will write a letter to the TCEQ on behalf of the City of Freeport outlining FNI's involvement in managing the City's SSOI agreement and pending proposed updates to the City of Freeport SSOI agreement provisions and timeline.

E2. Coordination with TCEQ on Updated SSOI Provisions and Timeline

FNI will coordinate with the TCEQ on the proposed revisions to the SSOI agreement. This coordination is planned to include:

- **Up to three (3) in-person trips to Austin to meet with the TCEQ**
- **Written submission to TCEQ re: proposed updates to the City of Freeport SSOI agreement**
- **Up to three (3) conference calls with the TCEQ**

Deliverables

Initial Letter to the TCEQ

Written Submission to the TCEQ

TASK F: INCORPORATION OF LIFT STATION RISK-BASED ASSESSMENT RESULTS

F1. Incorporate Lift Station Risk-Based Assessment Results

FNI will incorporate the results and improvement recommendations from the lift station risk-based assessment (performed under a separate task authorization) into the revised SSOI agreement.

TASK G: PHASE 1 SSOI IMPLEMENTATION PLAN

This task includes the SSOI implementation plan effort for up to 25% of the existing wastewater system gravity lines, manholes, and lift stations in the Freeport wastewater system. This effort will include the analysis of the existing system and recommendations for improvements. Design for the improvements is not included in this scope of work.

G1. Data Processing and Analysis

Phase 1 includes the processing of CCTV and manhole inspection data and MACP/PACP coding data captured by Veolia for up to 25% of the existing wastewater system. If manhole inspection and CCTV data are not available for 25% of the existing wastewater system assets, Veolia will conduct inspections, data collection, and coding per FNI's direction. If data for 25% of the system already exists FNI will utilize the existing data to perform the analysis. FNI will direct strategic flow monitoring locations to collect the data.

Notes:

- This task includes **up to three (3) coordination meetings with City staff and/or Veolia.**
- All field data collection including but not limited to flow monitoring, manhole inspections, CCTV (including required pipe cleaning), and MACP/PACP coding will be performed by Veolia on behalf of the City of Freeport.

Field Data Collection Specifications

CCTV and Manhole Inspections

Field collected data shall conform to National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) and Manhole Assessment Certification Program (MACP) standards. PACP and MACP coding will be completed by Veolia and provided to FNI for analysis.

Flow Monitoring and Rain Gauges

Flow monitor units will be capable of 5-minute sampling.

Rain gauge(s) capable of 5-minute sampling are to be deployed in Freeport with each round of flow monitoring. Rain gauges will be tipping bucket or approved alternate.

G2. Development of Improvement Recommendations

Phase 1 implementation plan includes the development of improvement recommendations including planning-level cost estimates for up to 25% of the existing wastewater system. These recommendations will be presented in the report with cost estimate sheets broken out into recommended rehab projects for the City. FNI and the City will discuss packaging and scheduling for the recommended rehabilitation projects. This scope does not include the design or construction of these rehab projects.

G3. Prepare Draft Phase 1 SSOI Implementation Plan Report

FNI will prepare draft reporting documenting the Phase 1 SSOI implementation plan efforts and in accordance with any applicable SSOI provisions. This report will include descriptions of the improvements needed and opinions of probable construction costs (OPCC). FNI will submit an electronic copy of this report to City staff for review.

G4. Meeting – Review Draft Phase 1 SSOI Implementation Plan Report

FNI will meet with City staff to review the draft SSOI implementation plan report. City comments will be solicited.

G5. Submit Final Phase 1 SSOI Implementation Plan Report

FNI will address any comments and submit the final Phase 1 SSOI Plan Implementation Plan Report. One electronic FDF copy and 3 hard copies of the final report will be provided.

Deliverables

Phase 1 SSOI Implementation Plan Report (Draft and Final)

Summary of Deliverables

- GIS geodatabase of the Freeport wastewater system
- Large scale color mapping of the Freeport wastewater system
- Updated SSOI Provisions and Multi-Year Timeline for Completion of SSOI Agreement
- Initial letter to the Texas Commission on Environmental Quality (TCEQ) on behalf of the City of Freeport re: FNI's involvement and pending proposed updates to the City's SSOI agreement
- Written documentation to the TCEQ re: Proposed Updates to City's SSOI Provisions and Timeline
- Phase 1 SSOI Implementation Plan Report, including Improvement Recommendations and Planning Level Costs

Summary of Schedule

- **Task C4:** Within 60 days from receipt of all available data from Veolia
- **Task D2:** Within 30 days from SSOI review meeting (Task C4)

- **Task E2:** Submit to TCEQ within 15 days from SSOI Update meeting (Task D2)
- **Task G3:** Within 330 days from Notice to Proceed
- **Task G5:** 15 days after City comments on the draft SSOI Implementation Plan Report (Task G5)

Summary of Fee for Engineering Services

FNI proposes to conduct the Water Facility Condition Assessment and Capacity Evaluation for a lump sum fee of \$248,200.

City of Freeport SSOI Management – Phase 1 Summary of Fee by Task	
TASK A: PROJECT MANAGEMENT	\$13,200
TASK B: DEVELOPMENT OF WASTEWATER SYSTEM GIS AND MAPPING	\$17,700
TASK C: REVIEW OF SSOI WORK COMPLETED TO-DATE	\$41,600
TASK D: DEVELOPMENT OF UPDATED SSOI PROVISIONS & MULTI-YEAR TIMELINE	\$22,600
TASK E: COORDINATION WITH TCEQ ON UPDATED SSOI PROVISIONS AND TIMELINE	\$20,400
TASK F: INCORPORATION OF LIFT STATION RISK-BASED ASSESSMENT RESULTS	\$8,800
TASK G: PHASE 1 SSOI IMPLEMENTATION PLAN	\$123,900
Project Total	\$248,200



City Council Agenda Item #5

Title: Consideration and possible action by City Council approving online sales terms and conditions with PublicSurplus.com, for public auctions.

Date: 10/21/19

From: Laura Tolar, Special Projects Coordinator

Staff Recommendation: Staff recommends City council approve the online sales terms and conditions with Public Surplus.

Item Summary

On September 3, 2019, City Council declared certain items as surplus and authorized staff to dispose of them. Contact was made with three auction firms. Public Surplus offered the best rates for bidders at 10.5% and offered a very informative and easy to use website.

Background Information:

The City of Freeport has not worked with this online auction company previously but the City Manager has worked with them and found them to be very cooperative and successful.

Special Considerations:

None.

Board or 3rd Party recommendation:

None.

Financial Impact:

Public Surplus will collect sales tax of items sold at 8.25%. The City will allow bidders 10 business days to pickup items. If items are not picked up within this allotted time, the City will charge \$10 a day for 15 additional days as storage fees before items are considered abandoned by the bidder.

Supporting Documentation:

Online Sales Terms & Conditions
Standard Disclaimers
Auction Payment & Pick up Procedure

THE CITY OF FREEPORT ONLINE SALES TERMS AND CONDITIONS

Contract. An award of sale is a contract between the winning bidder and **The City of Freeport** upon the terms and conditions set forth herein. **The City of Freeport** may pursue all legal remedies allowed by law against any bidder who fails to make payment for a winning bid.

Guarantee Waiver. All property is offered for sale **as-is, where-is**. **The City of Freeport** makes no warranty, guaranty or representation of any kind, expressed or implied, as to the condition, usability, value, merchantability, authenticity, or fitness for any purpose of the property offered for sale. Some or all items may have been declared unsafe in their present condition by a federal or state safety standard. Buyers should inspect and, if necessary, repair/test all items prior to any use. Buyer is not entitled to any payment for loss of profit or any other money damages, including but not limited to special, direct, indirect, or consequential damages.

No Description Warranty. **The City of Freeport** is not responsible for any omissions or errors in description of items being offered for sale. It shall be the bidder's responsibility to inspect and satisfy him or herself as to the details and conditions of the item offered before entering a bid. The Agency does not attest to the authenticity of any item.

Inspection. Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the item description or contact the person listed to schedule an inspection.

Consideration of Bid. **The City of Freeport** reserves the right to reject any and all bids and to withdraw from sale any of the items listed before a notice of award is delivered.

Reserve Requirement. If there is a reserve requirement and the reserve price is not met by the close of bidding, **The City of Freeport** reserves the right to sell the auction item to the next highest bidder, relist the item for auction, or otherwise dispose of the item at **The City of Freeport**'s discretion.

Notice of Award. Successful bidders will receive a Notice of Award by email from PublicSurplus.com

Payment. PayMac, a third-party payment processing company, receives all payments for **The City of Freeport**. Payment for an awarded item must be received **within five (5) business days** after the date of the Notice of Award of the successful bid.

Pick-Up and Third Party Pick-Up Procedures.

1. Upon receipt of payment, You will be notified by email sent to the address You provided at registration with Publicsurplus.com. You may then contact **The City of Freeport** and arrange for a mutually convenient pick-up time. You must bring

to the pick-up location (1) the **Notice of Award**, (2) the **Paid Receipt** and (3) personal **picture identification** (such as a Driver License). **You must present all three identification items at the scheduled pick-up, or the auction item(s) will not be released to you.**

2. If you are picking up an item for someone else, you will need to bring the Notice of Award and the Paid Receipt (photo copies are acceptable), plus a note from the designated winning bidder specifically naming you as authorized representative, along with your own personal picture identification. In addition, you must arrange for the winning bidder to send an e-mail from the winning bidder e-mail address used for the auction, stating that you are authorized to pick-up the item.

Shipping. We cannot ship any item(s). However, you may contact a local carrier of your choice to pick-up, package, and ship your item(s) for you. It will be your responsibility to follow the Third-Party Pick-Up Procedures above to ensure that your item is released.

Bid Deposits. **The City of Freeport** may require bid deposits in order to ensure fairness to all bidders. The deposit will be reversed if no default occurs or the bidder does not win the auction. The deposit will be retained if the winning bidder defaults.

Buyer Premium. A Buyer Premium of 10.5% will be added to the final sale price with a \$1 minimum charge per auction to collect payment. The premium will be visible during the bidding process and will be included in the payment required.

State/Local Sales and/or Use Tax. **The City of Freeport** may collect sales tax, unless the Buyer has provided a valid tax-exempt certificate to **The City of Freeport** prior to payment. If applicable, the sales tax will be visible during the bidding process and will be included in the payment specified.

Removal. Buyer must remove auction item(s) from the agency premises **within ten (10) business days** after the time and date of issuance of the Notice of Award. If the Buyer, after making payment for an item, fails to remove the item within the specified time, the agency reserves the right (1) to retain all payments; and (2) to dispose of the item through another auction or otherwise. Successful bidders are responsible for packing, loading, removing and transporting all property awarded to them from the place where the property is located as indicated on the website and in the Notice of Award. The Buyer must make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **The City of Freeport** assume responsibility for packing, loading or transporting auction item(s). Buyer shall be liable to and reimburse **The City of Freeport** for any damage to **The City of Freeport's** property caused by Buyer's or Buyer Agent's removal of auction item(s) from the premises. No maintenance may be performed on **The City of Freeport** property. For additional information, please contact Laura Tolar at ltolar@freeport.tx.us

Abandonment of Item. Auction items paid for but not picked up within the specified time will be stored for 15 days from the last date of available pickup. **The City of Freeport** will charge a storage fee of **\$10.00** per day during this time, which must be paid

by Buyer before the item will be released. At the expiration of the 15 day period, the item will be deemed abandoned and may be auctioned again to pay the storage fee. Any amount received in excess of the storage fee will be retained by **The City of Freeport** as payment for additional efforts to dispose of the item.

Risk of Loss. In the event an auction item is lost or destroyed after a notice of award has been sent but prior to removal, and to the extent such loss or destruction is not caused by the buyer, or buyer's agent or employee, **The City of Freeport** will refund any money paid. The liability of **The City of Freeport** shall not exceed the actual purchase price of the property.

Vehicle Titles. **The City of Freeport** will issue a title or certificate upon receipt of payment. Titles may be subject to any restrictions as indicated in the item description on the website. Open titles cannot be issued. **The City of Freeport** will not issue replacement titles.

Default. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all items within the specified time. Default may result in termination of the bid contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **The City of Freeport** may exercise such rights and pursue such remedies as are provided by law.

Standard Disclaimers

The City of Freeport Standard Disclaimer:

PLEASE READ TERMS AND CONDITIONS FOR COMPLETE INFORMATION

Inspection of Auction items by appointment only.

The City of Freeport may require a **bid deposit**.

PayMac handles all payments for *The City of Freeport*.

Acceptable forms of payment are: Wire Transfer or Credit Card.

NO CASH, CHECKS, OR MONEY ORDERS WILL BE ACCEPTED!

Payment for an awarded item must be received within five (5) business days after notice of award.

The City of Freeport will charge a sales tax of 8.25%. The tax rate will be calculated at the time of bidding. When sales tax is included, the buyer shall add and include the sales tax amount when making payment.

A **Buyers Premium** of 10.5% may be added to the final sale price with a \$1 minimum charge per auction for payment collections. This premium if applicable will be visible during the bidding process and added to the total bid.

All sales are final. Public Processing will notify buyer of receipt of payment via email.

The successful bidder will be responsible for pick-up of item(s) from the agency's premises. Pick-up must occur within ten (10) business days after notification of award. The notice of award, payment receipt, and personal identification must be presented at time of pick-up, or the item will not be released.

Pick-up hours by appointment only.

The successful bidder will be responsible for packing, and/or loading any item(s) at pick-up, if necessary.

Auction Payment and Pick-Up Procedure

Congratulations on your winning bid. *The City of Freeport* appreciates your participation in our auction. Listed below are the instructions for payment and pick-up.

Payment

PayMac, a third-party payment processing company, receives and processes **ALL** payments for *The City of Freeport*.

Payment may only be made online by credit card, or by wire transfer. **NO CASH, CHECKS, OR MONEY ORDERS WILL BE ACCEPTED!**

If you choose to pay with a credit card, please follow the instructions below. The credit card limit per transaction is \$4,000.00. For payments larger than this amount, follow the instructions listed under Wire Transfers.

Sales Tax

Applicable sales tax will be added to the amount due unless the buyer has provided a valid tax-exempt certificate to *The City of Freeport* prior to payment.

Partial Payments

There will be **NO** partial payments allowed for an auction. All auctions must be paid in full by the specified payment process. For example, you **WILL NOT** be able to pay partially for an auction by Credit Card and pay the remainder by another payment method, such as a wire transfer.

Credit Cards

Login to the Public Surplus site. Click on "**My Stuff**" and then click on "**Past Bids**". Click on the description of the auction and then click on "**Pay Online**" link located on the right hand side of the screen. Follow the steps to complete the transaction. A receipt will be emailed to you once the payment has cleared.

Wire Transfers

For payments over \$4,000.00, a Wire Transfer is required. If you need to do a wire transfer please email support at buyersupport@publicsurplus.com asking for wire instructions or request the instructions via live chat. These instructions will be emailed to you. Please follow them exactly to allow for prompt payment. **Wire transfer can take up to 2 business days to be received and posted. Do not attempt to pick-up your item until you have received notification that the wire transfer has been received.**

Pick-Up Procedures

1. You will be notified upon receipt of payment. You may then contact the responsible party listed for the auction item and arrange for a mutually convenient pick-up time. Be sure to bring with you to the pick-up location (1) the "Notice of Award," (2) the "Paid Receipt" and (3) personal identification (such as a Driver's License). **You must present**

all three identification items at the scheduled pick-up, or the auction item(s) will not be released to you.

2. If you are picking up an item for someone else, you will need all of the items listed in #1 (photo copies are acceptable), plus a note from the designated "winning bidder" specifically naming you as authorized representative, along with your own identification. In addition, you must arrange for the winning bidder to send an e-mail from the winning bidder's e-mail address used for the auction stating that you are authorized to pick-up the item.

Removal

Buyer must remove auction item(s) from the agency's premises **within ten (10) business days** after the time and date of issuance of the Notice of Award. If the Buyer, after making payment for an item, fails to remove the item within the specified time, the agency reserves the right (1) to retain all payments; and (2) to dispose of the item through another auction or otherwise. Successful bidders are responsible for packing, loading, removing and transporting of all property awarded to them from the place where the property is located as indicated on the website and in the Notice of Award. The Buyer must make all arrangements and perform all work necessary, including packing, loading and transporting of the property. Under no circumstances will *The City of Freeport* assume responsibility for packing, loading or transporting.



City Council Agenda Item # 6

Title: Consideration of approving Ordinance No. 2019-2587 and adopting the associated resolution establishing a master fee schedule.

Date: October 21, 2019

From: Billywayne Shoemaker Building Official

Staff Recommendation:

Approve the adoption of the master fee schedule Ordinance, creating a comprehensive listing of all fees associated with services provided by the City.

Item Summary:

All City fees will be consolidated into the Master Fee Schedule to assist City Staff and the public in quickly locating the appropriate fee that applies to them. Under this ordinance the fees will be reviewed and approved by the City Council on a regular basis by resolution instead of the current process of addressing each ordinance that has fees associated with it on a one by one basis. Currently if you search for fees in The City of Freeport Ordinances you will find 29 separate chapters that fees are found, if they are even listed under a heading of fee. In many cases you have to be aware there is a fee and search for it within the individual ordinances.

Special Considerations:

This change has been needed for a while. During the review of the City's ordinances, we have discovered fees that have long been forgotten about and departments were not aware they should be charging for.

Financial Impact:

Initially the impact will in theory be positive, due to the fact that fees that have been overlooked in the past will be charged for in the future.

Board or 3rd Party recommendation:

None

Supporting Documentation:

Attached proposed Ordinance No. 2019-2587.

ORDINANCE NO. 2019-2587

AN ORDINANCE AMENDING TITLE 1, CHAPTER 10, GENERAL PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF FREEPORT, TEXAS; AND ADOPTING SECTION 10.98, ESTABLISHING A MASTER FEE SCHEDULE; CONTAINING A PREAMBLE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS HELD IN COMPLIANCE WITH THE OPEN MEETINGS ACT; CONTAINING A SEVERANCE CLAUSE; CONTAINING A REPEALER 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.

WHEREAS, the City Council finds that it is necessary to require payment of fees for services provided by city departments, use of city property, and purchase of certain goods provided by the city; and

WHEREAS, fees for goods, services, and use of city property are contained in numerous locations throughout the Freeport Code of Ordinances and publications by various city departments ; and

WHEREAS, the City Council desires to establish a single Master Fee Schedule, setting forth all fees in one location, providing convenience to all citizens and persons seeking goods and services from the city; and

WHEREAS, the City Council of the City of Freeport has determined, based upon the findings stated above, that the Master Fee Schedule established by this Ordinance is necessary for the good government, peace, and order of the City; and

WHEREAS, the City Council finds that this Ordinance was adopted at a meeting which was open to the public and preceded by proper notice, as required by Chapter 551 of the Texas Government Code (the Open Meetings Act); and

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

First, Chapter 10 of the Code of Ordinances of the City is hereby amended, and a new Section 10.98 – “Master Fee Schedule” is added and shall read as follows:

Chapter 10 GENERAL PROVISIONS

Sec. 10.98 – Master Fee List

The City shall establish a Master Fee List containing an itemization of fees for goods, services, and use of city property, for the convenience of the general public. Such Master Fee List shall be established and updated by Resolution of the City Council. The City Council shall review the Master Fee List annually, and make any changes by Resolution. The Master Fee List shall be available for review in this Code of Ordinances, and also available to the general public by maintaining copies with the City Secretary and all city departments. The Master Fee List is intended to be a comprehensive list, and shall replace those similar fees codified elsewhere in the Code of Ordinances. However, any fee contained in the Code of Ordinances and not identified in the Master Fee List shall remain in full effect

Second, it is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgement or decree of any

court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

Third, all Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

Fourth, this ordinance shall take effect and be in force from and after the descriptive caption of this ordinance has been published twice in the Brazosport Facts.

READ, PASSED AND ADOPTED this _____ **day of** _____, **2019.**

Troy Brimage, Mayor,
City of Freeport, Texas

ATTEST:

APPROVED AS TO FORM ONLY:

Betty Wells, City Clerk,
City of Freeport, Texas

Christopher Duncan, City Attorney,
City of Freeport, Texas



City Council Agenda Item # 7

Title: Consideration of adopting the Master Fee Schedule Resolution No. 2019-2611

Date: October 21, 2019

From: Billywayne Shoemaker Building Official

Staff Recommendation:

Approve the adoption of the master fee schedule Resolution, creating a comprehensive listing of all fees associated with services provided by the City.

Item Summary:

All City fees will be consolidated into the Master Fee Schedule to assist City Staff and the public in quickly locating the appropriate fee that applies to them. Under this resolution the fees will be reviewed and approved by the City Council on a regular basis by one resolution instead of the current process of addressing each ordinance that has fees associated with it on a one by one basis. Currently if you search for fees in The City of Freeport Ordinances you will find 29 separate chapters that fees are found, if they are even listed under a heading of fee. In many cases you have to be aware there is a fee and search for it within the individual ordinances.

Special Considerations:

This change has been needed for a while. During the review of the City's ordinances, we have discovered fees that have long been forgotten about and departments were not aware they should be charging for.

Financial Impact:

Initially the impact will in theory be positive, due to the fact that fees that have been overlooked in the past will be charged for in the future.

Board or 3rd Party recommendation:

None

Supporting Documentation:

Proposed Master Fee Schedule and Proposed Resolutiton.

RESOLUTION NO. 2019-2611

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS ESTABLISHING A MASTER FEE SCHEDULE FOR ASSESSING RATES AND FEES AND CHARGES FOR SERVICES PROVIDED BY CITY DEPARTMENTS, USE OF CITY PROPERTY, AND PURCHASE OF CERTAIN GOODS PROVIDED BY THE CITY; AUTHORIZING THE CITY SECRETARY TO MAINTAIN THE MASTER RATE SCHEDULE AND RECOMMEND ADJUSTMENTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR A FINDING OF PROPER MEETING AND NOTICE.

WHEREAS, the City Council of the City of Freeport, Texas ("City") seeks to provide for reasonable fees and charges for services provided by City departments, use of City property, and purchase of certain goods provided by the City in order to recoup the cost of conducting municipal business on the public's behalf without unduly relying on taxes; and

WHEREAS, the City Council finds that the Code of Ordinances of the City of Freeport, Texas ("Code") contains rates and fees throughout the Code and desires to consolidate all City rates and fees to provide a single and convenient location for a list of all rates and fees charged by the City through a Master Rate Schedule; and

WHEREAS, by Ordinance No. 2019-2587 the City Council of the City authorized to the establishment of a Master Fee Schedule; and

WHEREAS, the City Council has determined that the public welfare would be best served by establishing a Master Fee Schedule;

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

SECTION 1. FEES. Pursuant to the provisions of its Code of Ordinances, as amended by Ordinance No. 2019-2587 the City Council of the City hereby adopts the Master Fee Schedule with the rates and fees attached hereto as Exhibit "A".

SECTION 2. EFFECTIVE DATE. This resolution and the rules, regulations, provisions, requirements, orders, and matters established and adopted hereby shall take effect and be in full force and effect on the date of passage and upon execution by the mayor and city secretary as set forth below.

SECTION 3. PROPER NOTICE AND MEETING. It is hereby found and determined that the meeting at which this resolution was passed was attended by a quorum of the City Council, was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

Read, passed and adopted the _____ day of _____, 2019.

Troy T. Brimage, Mayor
City of Freeport, Texas

ATTEST:

Betty Wells, City Secretary
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Christopher Duncan, City Attorney
City of Freeport, Texas

Freeport Golf Course Daily Rates/Membership Rates

Green Fee Rates	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Green Fee/w cart	\$25	\$10	\$25	\$25	\$35	\$35	\$35
Green Fee/walking	\$14	\$10	\$14	\$14	\$24	\$24	\$24
Twilight (after 2pm)	\$12	\$10	\$12	\$12	\$15	\$15	\$15
9 Holes Only	\$15	\$10	\$15	\$15	\$20	\$20	\$20
Seniors / Resident	\$20	\$10	\$20	\$20	\$30	\$30	\$30
14 & Under	Free	Free	Free	Free	Free	Free	Free
9 Hole Replay	\$6	\$6	\$6	\$6	\$6	\$6	\$6
18 Hole Replay	\$11	\$10	\$11	\$11	\$11	\$11	\$11
Membership Rates	Monthly	6 Month Term	Annually				
7 Day	\$105	\$610	\$1,220				
7 Day Senior/Resident	\$80	\$460	\$920				
4Day	\$80	\$460	\$920				
4 Day Senior/Resident	\$60	\$350	\$700				
Range Member	\$30	\$180	\$360				
Family Member (+1)	\$30	\$180	\$360				
Golf Club Rental	\$20						
Tournament pricing per player	\$25/weekday \$35/weekend						
Driving Range Small	\$3.00 Large \$6.00						

FREEPORT SEWER AND WATER DEPARTMENT 2019

Sewer Service	
DESCRIPTION	Fee
Single-Family Residences & Multi-Family Residences	
0 to 2,000 gal.	\$11.00 (minimum charge)
3,000 to 12,000 gal.	\$3.80 per 1,000 gal.
Industrial Facilities, Offices & Other Commercial Establishments	
0 to 2,000 gal.	\$14.74 (minimum charge)
3,000 to 12,000 gal.	\$7.94 per 1,000 gal.
13,000 gal. and up	\$10.48 per 1,000 gal.
Water Service	
Deposits for water	
Residential Owner	\$50.00
Residential Renter	\$65.00
Commercial Accounts	\$60.00
Apartments	\$35.00 per unit
Connection Fee	\$25.00
Disconnect Fee	\$25.00
Transfer Fee	\$25.00
10 Day Clean (Up to 2,000 Gallons)	\$21.00
Return Check Fee	\$25.00
Meter Read For Pool Filling Credit	\$25.00
Single-Family Residences & Multi-Family Residences	
0 gallons to 2,000 gallons	\$12.10 (minimum charge)
3,000 gallons to 12,000 gallons	\$4.18 per 1,000 gal.
All over 12,000 gallons	\$5.50 per 1,000 gal.
Industrial Facilities, Offices & Other Commercial Establishments Within the City	
0 gallons to 2,000 gallons	\$17.03 (minimum charge)
3,000 gallons to 12,000 gallons	\$7.95 per 1,000 gal.
13,000 gallons and up	\$10.48 per 1,000 gal.

Customers Outside the Corporate Limits of the City		
0 gallons to 2,000 gallons	\$25.54 (minimum charge)	
3,000 gallons and up	\$11.91 per 1,000 gal.	
Water-Only Service to Customers Inside the Corporate Limits of the City		
0 gallons to 2,000 gallons	\$24.32 (minimum charge)	
3,000 gallons to 12,000 gallons	\$8.39 per 1,000 gal.	
13,000 gallons and up gallons	\$11.06 per 1,000 gal.	
Solid Waste		
Residential		
Initial cart with collection/disposal	\$25.25 Per Month	
Each Additional Cart	\$14.37 Per Month	
Commercial or Business		
Initial cart with collection/disposal	\$25.25 Per Month	
Each Additional Cart	\$14.37 Per Month	
Garbage Can Deposit	\$55.00	

FREEPORT MUSEUM 2019

DESCRIPTION	Fee
General Admission	
Adult	\$5.00
Children	\$3.00
Seniors	\$3.00
Social Attraction Fee	Will be set on a case by case bases.
Booth Rental For Market Days and Street Festivals	\$25.00/ 10 x 10 space
Shark Exhibit Rental	\$2000 / month \$5000 for 3 months

FREEPORT POLICE DEPARTMENT 2019

DESCRIPTION	Fee
Crash Reports and Records	
Regular Copy	\$6.00
Certified Copy	\$8.00
Subpoenas and Affidavits	
Subpoenas for Federal Court	\$8.00
Subpoenas for State Court	\$8.00
Affidavis	\$8.00
Copies	\$.10 per page
Labor (Processing)	\$15.00 per hour
Overhead (use of computer)	\$20.00 per hour
Parade Permit	\$25.00
Animal Control	
License Tags (90.40)	\$5.00
Impoundment Fee (90.22)	\$2.00 per day held
Registration of Dangerous Dog (90.63)	\$50.00 / Per Year
Dangerous Dog Sale or Move (90.63)	\$25.00
Confinement Upon Suspicion of Rabies	14 Day Min \$2.00 per day
Redemption Fees (90.46)	
Redemptions; Sale of Impounded Animals	
Before Sale	Actual Cost
After Sale	fee plus Actual Cost
Trap Lease Fee	Double amount paid / Plus purchaser reasonable expenses

FREEPORT STREET DEPARTMENT 2019

Description	Fee
Service Entrance Equipment	
Operator	\$20.00 Per hour 1 hour minimum
15" Batwing / Slope Mower	\$150.00 Per hour 1 hour minimum
Tractor / Backhoe / Gradall / Fork lift / etc.	\$150.00 Per hour 1 hour minimum
Street Sweeper	\$150.00 Per hour 1 hour minimum
Zero Turn	\$125.00 Per hour 1 hour minimum
Dump truck	\$60/per load/hr
Mini track	\$60/per hr
Road Block	\$5/Barricade
Panel Fence (2 hour min for Labor to set)	\$5.00 / per panel
Stop sign	\$5.00 / Per sign
Road Cones	\$1.00 per
Pole	\$25.00
Sign	\$30 plus labor /hr
Disposal Fees:	City Resident Non-Resident
Construction Material (excluding shingles)	\$25.00 cu yd \$33.00 cu yd
Shingles	\$35.00 cu yd \$43.00 cu yd
Antifreeze	\$0.50 gallon \$1.00 gallon
Oil Filters	\$0.50 each \$1.00 each
Oil	\$1.00 gallon \$2.00 gallon
Lawn & Garden Waste (Green)	\$2.00 cu yd \$5.00 cu yd
Limbs & Brush (Green)	\$2.00 cu yd \$5.00 cu yd
Batteries	No Charge \$3.00 each
Scrap Metal	No Charge \$1.00 cu yd
Tires - 14" or Smaller - NO RIMS	\$2.00 each \$4.00 each
Tires - 15" to 16" - NO RIMS	\$5.00 each \$10.00 each
Tires - 16.5" to 20" - NO RIMS	\$10.00 each \$20.00 each
Tires - Larger than 20"	\$14.00 each \$28.00 each

FREEPORT ADMINISTRATION DEPARTMENT 2019

Description	Fee
Addition Wreckers (121.52)	\$25 / Unit
Ambulance Operations in the City (122.03)	\$50.00 / Unit
Ambulance Operations in the City Temp. Replacment of Unit (122.03)	\$5.00 / Unit
Amplified Sound Permit (93.23)	\$3.00
Amusement Park (115.011)	\$3,000.00
Beer Retailer's Off Premises (110.25)	1/2 State License Fee
Beverage Cartage Permit	1/2 State License Fee
Brazos Mobile Park	\$3,825.00
Cable Franchise Fee (114.26)	5% of Grantee Gross Annual Revenue
Carnival (115.011)	\$250.00
Credit/Debit Card Payment Fee (by phone or in person, utility payments)	3%
Dance Hall (115.054)	\$100.00
Food & Beverage Certificate	\$50.00
Interstate Transactions (116.05)	\$25.00
Large Black and White Copies	0.92 / sq. ft.
Large Color Copies	\$1.15 / sq. ft.
Late Hour - On Premises (110.25)	1/2 State License Fee
Liquor Distributors	1/2 State License Fee
Local Cartage	1/2 State License Fee
Mixed Beverage Late Hour	1/2 State License Fee
Mixed Beverage Permit	1/2 State License Fee
Mobile Home Park	\$250.00
Mobile Home Park (152.62)	pace Minimum (whatever is greater) \$25 or \$250.00
Mobile Home Park License Transfer (152.67)	\$5.00
Notary	\$6.00
Occupation Tax Levied (115.021) Coin Operated Machines	1/4 Of The Tax Charged by State
Open Record Request	As Allowed By Texas Administrative Code
Operating of Bus (118.07)	\$24 / Bus

Operation of SOB (123.06)		\$700.00
Package Store Permit		1/2 State License Fee
Peddler Permit for food (116.06)		\$100.00
Peddlers License (116.20)		\$100.00
Personnel Open records (per hour)		As Allowed By Texas Administrative Code
Pool Hall (115.079)		1/2 State License Fee
Private Club (option)		1/2 State License Fee
Private Club Exemption		1/2 State License Fee
Public Dance (115.061)		\$25.00
Returned Check Fee		\$30.00
RV Park (120.21)		\$20.00 / Space
RV Park Annual Fee		\$20 / Space
RV Park License Transfer (120.22)		\$20.00 / Space
Second Hand Dealer (117.06)		\$5.00
Sight Seeing Vessel Permit (95.21)		\$500.00
Sexually Oriented Business Employee Permit (123.06)		\$75.00
Sexually Oriented Business Renewal (123.06)		\$350.00
Solicitor Permit (116.21)		\$100.00
Standard Black and White Copies		\$0.10
Standard Color Copies		\$0.25
Taxi Driver (119.75)		\$25.00
Taxi Driver Renewal (119.80)		\$10.00
Taxi Service		\$100.00
Wine & Beer - Off Premises (110.25)		1/2 State License Fee
Wine & Beer -On Premises (110.25)		1/2 State License Fee
Wine Only Package store		1/2 State License Fee
Wrecker Service (121.52)		\$100.00

FREEPORT BUILDING AND CODES DEPARTMENT 2019

Description	FEE
Permits	
Single Family	\$0.45 / sq ft / min \$25.00
Commercial/Multi-Family	\$0.45 / sq ft / min \$25.00
Alterations, Renovations, Demolitions and Adds	\$0.30 / sq ft / min \$25.00
Preliminary Plan Review by City Staff	1/2 Permit fee
Preliminary Plan Review by Outside Consultant	Actual Cost
House Moving	\$100.00
Storage Sheds in Excess of 120 sq ft	\$0.30 / sq ft / min \$25.00
Fire Alarm	\$100.00
Clearing	\$40.00
Carport, Accessory Building, Detached Garage	\$0.30 / sq ft / min \$25.00
Signs	\$25.00 + \$0.25 / sq ft
Fence	\$25.00
Burn	\$5.00 + Prior Written Permission from City
Floodplain	\$30.00
Roof	\$0.04 / sq ft / min \$25.00
Drilling Permit (112.16)	\$100.00
Change of Location (Drilling) (112.18)	\$50.00
Re-inspection (after 2nd faild inspection)	\$25.00
Starting a Project Without a Permit	\$100.00 + Double Permit Fee
Specific Use Permit	\$150.00 + Actual Cost (publication & notification)
Variance Request	\$150.00 + Actual Cost (publication & notification)
Rezoning of Property	\$150.00 + Actual Cost (publication & notification)
Demolition	
Single Family	\$50.00
Commercial/Multi-Family	\$100.00

Electrical Permit Fees:		
Single Family	\$0.04 / sq ft / min	\$25.00
Commercial/Multi-Family	\$0.04 / sq ft / min	\$25.00
Construction Meter Loop		\$15.00
Plumbing Permit Fees*:		
Single Family	\$0.10 / sq ft / min	\$75.00
Commercial/Multi-Family	\$0.10 / sq ft / min	\$75.00
Customer Shut-off Valve		\$25.00
Gas Piping System		\$40.00
Lawn Sprinkler System		\$25.00
Swimming Pool		\$100.00
Water Heater Installation		\$25.00
Mechanical Permit Fees:		
Single Family	\$0.04 / sq ft / min	\$25.00
Commercial/Multi-Family	\$0.04 / sq ft / min	\$25.00
Administrative Fee (150.087)		\$75.00
Plats		
Preliminary Plat	\$10 per plat, plus \$1 per lot.	
Final Plat	\$20 per plat, plus \$2 per lot.	
Preliminary and Final Plat with Multiple Building	\$5 / Acre	
Re-plat/Amended Plat		
Preliminary Plan Review by City Staff	1/2 Permit fee	
Preliminary Plan Review by Outside Consultant	Actual Cost	
Temporary Mobile Office		
6 Month		\$200.00
12 Month		\$300.00
Storm Water Permit Fee		
Permit		Acres x \$45
Health Permit Fee		

Food Establishment	\$100.00
Temporary Food Establishment	\$25.00
Mobile Food Establishment	\$100.00
Mobile Food Establishment Additional Permit	\$50.00
Child Care Facility	\$50.00
Group Residence	\$100.00
Re-inspection Fee	\$25.00
Caterer's license, per Year	\$125.00
51.157 PRETREATMENT CHARGES AND FEES .	
Wastewater discharge permit	Actual Cost Plus 10 %
Monitoring, inspection, and surveillance procedures	Actual Cost Plus 10 %
Accidental discharge Response Fee	Actual Cost Plus 10 %
Filing appeals	Actual Cost Plus 10 %
Surcharges for all other pollutant	\$250/day
54.37 STORM WATER POLLUTION PREVENTION PLAN (SWP3).	
Permit fee (54.50)	Actual Cost Plus 10 %
Monitoring, inspection, and surveillance	Actual Cost Plus 10 %
Plan Review	1/2 Permit Fee
Inspections	Actual Cost Plus 10 %
Spill Response	Actual Cost Plus 10 %

FREEPORT PARKS AND RECREATION DEPARTMENT 2019

Description	Fee
Recreation Center Admission	
Children	\$1.00
Student	\$3.00
Adult	\$5.00
Senior	\$3.00
Weight Room	
Student	\$3.00
Adult	\$5.00
Senior	\$3.00
Showers	
Shower	\$1.00
Pool Fee	
Children 3-17	\$2.00
Adults 18 and Up	\$4.00
Pool Parties	
2 hour Rental	\$75.00
4 hour Rental	\$125.00
Freeport Youth Basketball League Registration	
Basketball Registration Early Fee	\$45.00
Basketball Registration Late Fee	\$50.00
Special Events	
Vendors Sites	
10 x 10	Up to \$100.00
10 x 20	Up to \$150.00

Over 10 x 20	Up to \$200.00
Rentals	
Riverplace Rental	
Mon-Thurs	\$800.00
Fri-Sun	\$1,600.00
Hourly	\$50 (min of 4 hr)
Cleaning & Damage Deposit	\$500.00
Downpayment	\$300.00
8 piece Stage- each piece (4'x8')	\$25 /piece
Police Officers	\$35 / hour 2 officers / 4 hr min
Setup & Tear down	\$2/table .50/chair
Only Setup OR Tear down	\$1/table .25/chair
Heritage House Rental	
Mon-Thurs , Both Floors	\$650.00
Mon-Thurs, One Floor	\$400.00
Fri-Sun Both Floors	\$1,250.00
Fri-Sun, One Floor	\$750.00
Hourly	\$50.00
Cleaning and Damage Deposit	\$500.00
Downpayment	\$300.00
Set up & Tear Down Fee	\$2/table .50/chair
Set up Only	\$1/table .25/chair
Tear Down Only	\$1/table .25/chair
Handling Fee for Upstairs Set & Tear Down	\$100.00
Police Officers	\$35/hour min 2 officers/ 4 hr min
Velasco Community House Rental	
Mon-Thurs	
8am-3pm	\$100.00
5pm-1pm	\$125.00

8am-1am		\$150.00
Friday-Sunday		\$250.00
Hourly		\$50.00
Downpayment		\$250.00
30 day Cancellation		1/2 rental forfeiture
Incidental Security Fee (Indoor Rentals)		\$50.00
Freeport Museum Rentals		
Temporary Exhibit Hall Rental		\$75/ hour with 3 hour Minimum
Deposit		\$50.00
Museum Party Rentals		\$50/ hour with 3 hour Minimum
After Hours Staff		\$15 / hour
Freeport Municipal Park Pavilion Rental		
Mon-Sun 8 am-9pm		\$300.00
Additional Days (Consecutive)		\$175.00
Kitchen		\$50.00
Restroom Attendant		\$60.00
Deposit		\$300.00
Freeport Municipal Park Landing Rental		
Mon-Sun 8am-9pm		\$200.00
Freeport House Pavillion Rental		
Mon- Sun 8am- 9pm		\$150.00
Deposit		\$75.00
Freeport Municipal Park Gazebo/Rotarian Rental		
Deposit		\$50.00
Freeport Municipal Park Shelter #1 Rental		
Mon-Sun 8am-9pm		\$20.00

Recreation Gym Rental		
2 piece Stage- each piece (4'x8')		\$25 /piece

FREEPORT MUNICIPAL COURTS DEPARTMENT 2019

Description	Fee
SPECIAL EXPENSE FEE (33.08)	\$10.00
CRIME VICTIMS COMPENSATION ACT (33.08)	\$12.50
CONTINUING LEGAL EDUCATION FOR MUNICIPAL COURT AND JUDGES (33.08)	\$0.50
TECHNOLOGY FEE (33.08)	\$4.00
WARRANT FEE (33.10)	\$50.00
BUILDING SECURITY FEE (33.08)	\$3.00
INDIGENT DEFENSE FEE (SEC 45.051)	\$2.00
JUDICIAL FEE-CITY (SEC 45.203(D))	\$0.60
JUDICIAL FEE-STATE (SEC 45.203)	\$5.40
STATE JURY REIMBURSEMENT FEE (SEC 102.0045)	\$4.00
ARREST FEE (ART 102.011)	\$5.00
STATE TRAFFIC FEE (SEC 542.403)	\$50.00
CONSOLIDATED COURT COSTS (SEC 133.102)	\$40.00
LOCAL TRAFFIC FEE (SEC 542.403)	\$3.00
TIME PAYMENT FEE (SEC 133.103)	\$25.00
TRUANCY PREVENTION FUND	\$2.00
FTA (OMNI BASE) (SEC 4.14)	\$30.00

FREEPORT FIRE AND EMS DEPARTMENT 2019

DESCRIPTION	FEE
EMS BILLING	
ALS	\$1,800.00
ALS-2	\$1,800.00
BLS	\$1,800.00
ALS DISPOSABLE	\$450.00
BLS DISPOSABLE	\$250.00
OXYGEN	\$149.60
TNT	\$400.00
GROUND MILEAGE / MILE	\$25.00
FIRE BILLING	
APPARATUS	
CLASS A PUMPER, PER HOUR	\$550.00
AERIAL APPARATUS,PER HOUR	\$750.00
TANKER, PER HOUR	\$475.00
BOOSTER TRUCK, PER HOUR	\$300.00
HEAVY RESCUE TRUCK,PER HR	\$650.00
COMMAND UNIT, PER HOUR	\$250.00
RESCUE BOAT, PER HOUR	\$150.00
FIRE BOAT, PER HOUR	\$350.00
EQUIP. TRUCK,2 AT 8HRS EA	\$300.00
MIDI-PUMPER, PER HOUR	\$350.00
SQUAD TRUCK, PER HOUR	\$125.00
REHAB UNIT, PER HOUR	\$100.00
STAFF CAR	\$125.00
HAZ-MAT TRUCK	\$350.00
PERSONNEL	

FIRE INSPECTORS		\$100.00
FIRE INVESTIGATORS		\$125.00
PERSONNEL OVERTIME		Weighted Overtime
EQUIPMENT		
FLAT HEAD AXE		\$20.00
PICK AXE		\$20.00
WATER EXTINGUISHER		\$20.00
CHAIN SAW, PER HOUR		\$40.00
GENERATOR		\$45.00
SHEETROCK PIKE POLE		\$20.00
PIERCING NOZZLE		\$35.00
BOLT CUTTERS		\$20.00
PRY AXE		\$20.00
HOOLIGAN TOOL		\$20.00
PPV FAN, PER HOUR		\$50.00
CO2 EXTINGUISHER		\$40.00
DRY CHEMICAL EXTINGUISHER		\$40.00
FOAM EDUCTOR		\$45.00
GAS PLUG KIT		\$45.00
1 3/4 INCH FIRE HOSE		\$125.00
PIKE POLE		\$20.00
SCBA		\$75.00
SCBA MASK		\$325.00
LONG PIKE POLE		\$20.00
SALVAGE COVER		\$25.00
HALL RUNNER		\$15.00
PORTABLE TANK		\$50.00

SPREADERS	\$225.00
CUTTERS	\$225.00
RAMS	\$225.00
AIR BAGS	\$175.00
K-12 SAW	\$40.00
AJAX TOOL	\$20.00
K-TOOL	\$20.00
DOOR UNLOCKING SET	\$10.00
WINDSHIELD TOOL	\$10.00
RESCUE ROPE, PER FT.	\$1.15
UTILITY ROPE, PER FT.	\$0.75
WEBBING, PER FOOT	\$0.50
CARABINER	\$2.00
FIGURE 8	\$5.00
BRAKE BAR RACK	\$5.00
PULLEY	\$5.00
ASCENDER	\$5.00
TRIPOD	\$200.00
RESCUE HARNESS	\$20.00
FULL BODY HARNESS	\$40.00
1" REDLINE	\$160.00
1 1/2" ATTACK LINE	\$100.00
2 1/2" ATTACK LINE	\$140.00
3" SUPPLY LINE	\$200.00
4 "SUPPLY LINE	\$600.00
5" SUPPLY LINE	\$725.00
1" FOG NOZZLE	\$650.00
1 1/2-1 3/4 FOG NOZZLE	\$800.00
2 1/2" FOR NOZZLE	\$1,200.00

2 1/2" PLAYPIPE	\$1,100.00
M/S FOG NOZZLE	\$1,000.00
M/S STRAIGHT TIP	\$300.00
FOAM NOZZLE	\$1,200.00
SCENE LIGHTS, EACH	\$15.00
PRY BAR	\$15.00
FLAPPERS	\$10.00
FIRE RAKES	\$10.00
WATER VEST	\$25.00
SHOVELS	\$10.00
PORT. FIRE PUMP, PER HR.	\$85.00
FLOATING PUMP, PER HR.	\$50.00
PORT-A-POWER	\$45.00
8' ATTIC LADDER	\$175.00
10' ATTIC LADDER	\$225.00
12' ROOF LADDER	\$275.00
14' ROOF LADDER	\$300.00
24' EXTENSION LADDER	\$550.00
35' EXTENSION LADDER	\$1,000.00
A-FRAME LADDER	\$10.00
FIRE BROOMS	\$10.00
STOKES BASKET	\$50.00
DRUM DOLLY	\$25.00
CONTAINMENT RESERVOIR	\$20.00
5 GAL PUMP SPRAYER	\$19.50
MISC.	
DISPATCH FEE	\$80.00
MINOR EXTRICATION	\$150.00
MAJOR EXTRICATION	\$300.00

MATERIALS	
ABSORBENT, PER BAG	15.00
ABSORBENT PADS, PER 100	80.00
ABSORBENT BOOMS, 10'	40.00
15 GALLON SALVAGE DRUM	55.00
30 GALLON SALVAGE DRUM	70.00
55 GALLON SALVAGE DRUM	85.00
30 GALLON OVERPACK DRUM	60.00
55 GALLON OVERPACK DRUM	85.00
DRUM LINERS	8.00
TOP-SOL	30.00
BARRICADE TAPE	20.00
DECON SOAP	10.00
POLY SHEETING	50.00
PLUG & PATCH KIT	30.00
DUCT TAPE	10.00
SAND BAGS	2.00
CHEMICALS	
AFFF FOAM	\$35.00
CLASS A FOAM, PER GAL.	\$20.00
LIGHT WATER	\$20.00
MICROBLAZE, PER GALLON	\$30.00
MICROBLAZE, PER 5 GALLON	\$132.00
PROTECTIVE EQUIPMENT	
DISP. COVERALLS	\$20.00
LEVEL B SUIT	\$150.00
LEVEL A SUIT	\$700.00
NEOPRENE GLOVES	\$15.00
BUTYL GLOVES	\$30.00

NITRILE GLOVES	\$15.00
LATEX GLOVES	\$5.00
OVERBOOTS	\$20.00
BOOT COVERS	\$10.00
DISP. GOGGLES	\$12.00
HELMENT	\$180.00
NOMEX HOOD	\$25.00
BUNKER COAT	\$450.00
BUNKER PANTS	\$350.00
FF BOOTS	\$120.00
FF GLOVES	\$45.00
PASS ALARM	\$200.00
CHEMICAL BOOTS	\$70.00
Construction Permits:	
Commercial Plan Review	
<2,000 sq ft	\$75.00
<10,000 sq ft	\$325.00
10,000 – 40,000 sq ft	\$425.00
>40,000 sq ft	\$750.00
addendums	\$25.00
Fire Extinguishing	
Plan review	\$75.00
Per System	\$75.00
Per Sprinkler Head	\$1.00
Visual Cover <10,000 sq ft	\$75.00
Visual Cover >10,000	\$150.00
Hydro Test Per Test	\$150.00

Wet Chemical Fire Extinguishing		
Plan Review		\$75.00
Per System		\$25.00
Per Flow Point, Fusible Link and Valve		\$1.00
Functional Test		\$75.00
Compressed Gas		
Plan Review		\$75.00
Per System		\$50.00
Air Test		\$25.00
Fire Detection and Alarm		
Plan Review		\$75.00
Per System		\$75.00
Per Initiating Device		\$1.00
Per Notification Device		\$0.50
Visual Cover <10,000 sq ft		\$75.00
Visual Cover >10,000		\$150.00
Functional Test<10,000 sq ft		\$150.00
Functional Test>10,000 sq ft		\$250.00
Fire Pumps % Related Equipment		
Plan Review		\$150.00
Per Fire Pump		\$150.00
Jockey Pump		\$25.00
Generator		\$100.00
Storage Tank		\$250.00

Functional Test		\$150.00
Fire Works-1.4G		\$100.00
Fire Works-1.3G		\$200.00
Inspection		\$125.00
Re-Inspections		\$75.00
Bon Fires- Permit Only		No Fee unless required
Fire Watch / hour		\$50.00
Flam. & Comb. Liquids		
Plan Review		\$75.00
Pipeline		\$500.00
Above ground Storage Tank - install		\$200.00
AST – repair/modification		\$50.00
AST – removal		\$50.00
Underground Storage Tank - install		\$400.00
UST – repair/modification		\$50.00
UST - removal		\$100.00
Air test		\$25.00
Hazardous Materials		
Plan Review		\$75.00
		\$250.00
Industrial Ovens		
Plan Review		\$75.00

Per Oven	\$100.00
Gas Test	\$25.00
LP Gas	
Plan Review	\$75.00
Per Tank	\$150.00
Gas Test	\$25.00
Private Fire Hydrant	
Plan Review	\$75.00
Per Hydrant	\$25.00
Hydro Test	\$50.00
Spraying and/or Dipping	
Plan Review	\$75.00
Per System	\$100.00
Standpipe System	
Plan Review	\$75.00
Per System	\$100.00
Hydro Test	\$50.00
Temporary Membrane Structures	
Plan Review	\$75.00
Per Structure	\$200.00
Per Canopy	\$25.00
Fire Re Inspection	

(Fee Plus Cost Per Test)	\$50.00
--------------------------	---------



City Council Agenda Item # 8

Title: 380 Agreement between the Freeport Economic Development Corporation and City of Freeport

Date: October 21, 2019

From: Stephanie Russell, Finance Director and Courtland Holman FEDC Executive Director

Staff Recommendation:

City Staff and the EDC recommend that the City approve a 380 Agreement between the Freeport Economic Development Corporation and City of Freeport as drafted by Chris Duncan, FEDC Attorney and reviewed by City Bond Council. This 380 agreement will allow EDC to pay off in its entirety the remainder of the loan with the Bank of Clute Texas.

Item Summary:

On November 6, 2014 the City of Freeport approved resolution 2014-2453 for the refinancing of outstanding debt for the construction of the City of Freeport's Municipal Marina with the First State Bank of Clute, TX, and the Freeport Economic Development Corporation in the amount of \$1,356,746.74 pledging a general certificate of the City's Sales and Use Tax and other sources of the City revenue as might be necessary.

The previous loan was with the Bank of Louise in February 11, 2010.

The City agreed to join the FEDC in entering a new loan agreement and new promissory note with the Bank of Clute Texas by refinancing the Bank of Louise loan for the outstanding amount due for the construction of the City Marina.

On November 21, 2019 a balloon payment with the Bank of Clute in the amount of \$765,602 is due.

Special Considerations:

Due to the existing structure of the current loan, the City's Bond Counsel has recommended the City and FEDC pay off the existing loan with the Bank of Clute rather than refinance. Since the City does not own the Marina property, it would be costly to legally refinance the loan properly. Additionally, it may require approval from the Attorney General which would not come in time.

Financial Impact:

Of the remainder of the loan amount of \$765,600 the FEDC will utilize \$465,602 of its Unassigned Fund Balance. The FEDC is requesting from the city \$300,000 that would be secured for authorized 4B Corporation projects within the City.

Of the remainder of the loan amount of \$765,600 the FEDC will utilize \$465,602 of its Unassigned Fund Balance. The FEDC is requesting from the city \$300,000 that would be secured for authorized 4B Corporation projects within the City.

The 380 Agreement between the FEDC and City would be the FEDC participation over two years in fiscal years 2020/2021 and 2021/2022 in the amount of \$150,000 each year for projects as authorized for a 4B Corporation as shown in Chapter 505 Subchapter D - Authorized Project.

The City has \$300,000 available in unassigned fund balance. If approved, this would bring the Available Fund Balance to \$326,000 – which leaves the 25% reserve requirement intact.

	FY2018-2019 Actual YTD (Unaudited)	FY2018-2019 Estimate	FY2019-2020 Budget
Beginning Fund Balance	10,122,308	10,122,308	6,860,605
Revenue	15,562,197	16,831,953	17,450,646
Expenditures	(16,733,364)	(19,409,197)	(17,307,809)
Revenue Less Expenditures	(1,171,167)	(2,577,244)	142,837
Transfers	(536,959)	(684,459)	(2,050,000)
Ending Fund Balance	8,414,182	6,860,605	4,953,442
25% Operating Reserve	4,183,341	4,852,299	4,326,952
Available Fund Balance	4,230,841	2,008,306	626,490
EDC 380 Agreement			(300,000)
Remaining Available Fund Balance*			326,490

*The Remaining Available Fund Balance is a conservative estimate based on the FY2018-2019 Estimate. The Ending Fund Balance for FY2018-2019, based on the Actuals YTD, is projected to be significantly higher than the estimate which will leave the City with more in Available Fund Balance once FY2018-2019 is officially closed.

Board or 3rd Party recommendation: N/A

Supporting Documentation:

Attached is the 380 Agreement between FEDC and City of Freeport
Resolution 2014-2453
Promissory Note with Bank of Clute

PROMISSORY NOTE

November 21, 2014

\$1,356,746.74

NMLS # 801582

For value received, the undersigned (hereinafter called "Maker", whether one or more, and jointly and severally, if more than one) promise to pay to the order of FIRST STATE BANK (hereinafter called "Bank") at its offices at P. O. Box 577, Clute, Texas 77531 in lawful money of the United States of America the sum of ONE MILLION THREE HUNDRED FIFTY-SIX THOUSAND SEVEN HUNDRED FORTY-SIX AND 74/100 DOLLARS (\$1,356,746.74) together with interest thereon from the date hereof until maturity at the rate of THREE AND FIFTY ONE-HUNDREDTHS PERCENT (3.5%) per annum.

Interest shall be computed on the basis of the actual number of days elapsed in the year composed of three hundred sixty (360) days and for the actual number of days elapsed, unless such calculation would result in a rate greater than the highest rate permitted by applicable law, in which case interest shall be computed on a per annum basis of a year of 365 days or 366 days in a leap year, as the case may be. All payments as made shall be applied to the payment of principal or interest under this note or to expenses or other sums due to Bank hereunder or under any document securing or executed in connection with this note, or any combination of the foregoing, as directed by Bank at Bank's option, exercised in its sole discretion.

Matured unpaid principal and interest shall bear interest at the rate of SEVENTEEN PER CENT (17%) per annum.

Principal and accrued interest on this Note are due and payable as follows:

In FIFTY-NINE (59) equal monthly installments of THIRTEEN THOUSAND TWO HUNDRED THIRTY-FOUR AND NO/100 DOLLARS (\$13,234.00) (or more) each, together with a final balloon payment. The first of such installments shall be due and payable on or before the 21 day of December, 2014, and a like installment shall be due and payable on or before the same day of each succeeding month thereafter until November 21, 2019, when the entire balance of principal and accrued interest shall be due and payable. Each installment shall be applied first to the payment of accrued interest due on the unpaid principal balance and the remainder of each installment shall be applied to the reduction of unpaid principal.

If the Bank has not received the full amount of any of the payments by the end of ten (10) calendar days after the date it is due, Maker will promptly pay a late charge to the Bank. The amount of the charge will be five percent (5%) of the overdue payment. Maker will pay this late charge only once on any late payment.

This note may be prepaid in whole or in part at any time without penalty. Interest will cease to accrue on any prepaid principal. At the option of Bank, it may demand (at any time or

after prepayment) all accrued and unpaid interest with respect to the principal amount prepaid through the date of prepayment.

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE BANK IS UNDER NO OBLIGATION TO RENEW OR TO REFINANCE THE LOAN AT THAT TIME. YOU WILL THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE BANK YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY AT PREVAILING MARKET RATES WHICH MAY BE CONSIDERABLY HIGHER THAN THE INTEREST RATE ON THIS LOAN. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME BANK.

Any check, draft, money order or other instrument given in payment of all or any portion of this Promissory Note may be accepted by the owner and/or holder hereof and handled in collection in the customary manner, but the said check, draft, money order or other instrument shall not constitute payment hereunder or diminish any rights or the owner and/or holder hereof, except to the extent that actual cash proceeds of such instrument are unconditionally received by the owner and/or holder and applied to the indebtedness evidenced hereby.

If any installment or payment of principal or interest of this note is not paid when due; or if Maker or any drawer, acceptor, endorser, guarantor, surety, accommodation party or other person now or hereafter primarily or secondarily liable upon or for payment of all or any part of this note (each hereinafter called an "other liable party") shall become insolvent (however such insolvency may be evidenced); or if any proceeding, procedure or remedy supplementary to or in enforcement of judgment shall be resorted to or commenced against Maker or any other liable party, or with respect to any property of any of them; or if any governmental authority or any court at the instance thereof shall take possession of any substantial part of the property of or assume control over the affairs or operations of, or a receiver shall be appointed for or take possession of the property of, or a writ or order of attachment or garnishments shall be issued or made against any of the property of Maker or any other liable party; or if any indebtedness for which Maker or any other liable party is primarily or secondarily liable shall not be paid when due or shall become due and payable by acceleration of maturity thereof, or if any event or condition shall occur which shall permit the holder of any such indebtedness to declare it due and payable upon the lapse of time, giving of notice or otherwise; or if Maker or any other liable party (if other than a natural person) shall be dissolved, wound up, liquidated or otherwise terminated, or a party to any merger or consolidation without the written consent of Bank; or if Maker or any other liable party shall sell substantially all or an integral portion of its assets without the written consent of Bank; or if Maker or any other liable party fails to furnish financial information requested by Bank; or if Maker or any other liable party furnishes or has furnished any financial or other information or statements which are misleading in any respect; or if a default occurs under any instrument now or hereafter executed in connection with or as security for this note; thereupon, at the option of the Bank, this note and any und all other indebtedness of Maker to Bank shall become and be due and payable forthwith and shall bear interest at the rate aforesaid from the date of such default or event. Failure to exercise any of said options shall not constitute a waiver on the part of the holder hereby of the right to exercise the same at any other time.

If this note is not paid at maturity whether by acceleration or otherwise and is placed in the hands of an attorney for collection, or suit is filed hereon, or proceedings are had in probate, bankruptcy, receivership, reorganization, arrangement or other legal proceedings for collection hereof, Maker and each other liable party agree to pay Bank its collection costs, including a reasonable amount for attorney's fees, but in no event to exceed the maximum amount permitted by law. Maker and each other liable party are and shall be directly and primarily, jointly and severally, liable for the payment of all sums called for hereunder, and Maker and each other liable party, hereby expressly waive bringing of suit and diligence in taking any action to collect any sums owing hereon and in the handling of any security, and Maker and each other liable party hereby consent to and agree to remain liable hereon regardless of any renewals, extensions for any period or rearrangements hereof, or partial prepayments hereon, or any release or substitution of security herefor, in whole or in part, with or without notice, from time to time, before or after maturity.

It is the intention of Maker and Bank to conform strictly to applicable usury laws. Accordingly, if the transactions contemplated hereby would be usurious under applicable law, then, in that event, notwithstanding anything to the contrary in any agreement entered into in connection with or as security for this note, it is agreed as follows: (i) the aggregate of all consideration which constitutes interest under the applicable law that is taken, reserved, contracted for, charged or received under this note or under any of the other aforesaid agreements or otherwise in connection with this note shall under no circumstances exceed the maximum amount of interest allowed by applicable law, and any excess shall be credited on this note by the holder hereof (or, if this note shall have been paid in full, refunded to Maker); and (ii) in the event that maturity of this note is accelerated by reason of an election by the holder hereof resulting from any default hereunder or otherwise, or in the event of any required or permitted prepayment, then such consideration that constitutes interest may never include more than the maximum amount allowed by applicable law, and excess interest, if any, provided for in this note or otherwise shall be canceled automatically as of the date of such acceleration or prepayment and, if theretofore prepaid, shall be credited on this note (or if this note shall have been paid in full, refunded to Maker.)

Unless otherwise specified below, this note shall be construed under and governed by the laws of the State of Texas (including applicable federal law), but in any event V.T.C.A., Texas Finance Code, Chapter 346, as amended (which regulates certain revolving credit loan accounts and revolving triparty accounts) shall not apply to the loan evidenced by this note.

The Maker, Endorsers and Guarantors hereof and all other persons who may become liable for all or any part of the obligations represented by this note shall be considered as principals as to the making of this note and shall have joint and several liability and the Maker, Endorsers and Guarantors hereof severally waive presentment for payment, demand, protest, notices of protest, and of nonpayment, the opportunity to cure any default after such default, notices of intention to accelerate the maturity, notices of exercise of the option to accelerate the maturity, as to this note and as to each, every and all installments hereof, and consent to the renewal or extension of the time or payment hereof and to the release of all or any part of the security described herein or any person liable hereon upon the terms deemed by the holder hereof, in its sole discretion, to be adequate. Any renewal or extension or release of any of such security or person, may be made without notice to any of said parties and without affecting their liability.

Maker understands and agrees that (i) Bank's document retention policy involves the imaging of executed loan documents and the destruction of the paper originals, and (ii) Maker waives any right that it may have to claim that the imaged copies of the loan documents are not originals.

To the maximum extent not prohibited by applicable law, this promissory note is additionally secured by all security agreements, assignments, security interests, rights, titles, liens, claims, equities and other writings of every kind and nature, whether express or implied, heretofore, now or hereafter executed by any Maker or any other person to secure any indebtedness of any Maker which is now or hereafter owing to any holder of this promissory note, whether or not any of such writings describe, cover, pertain or affect any property, rights or interests which are similar or dissimilar to any of the following described property, rights or interests, and whether or not such writings were originally executed or delivered to or for the benefit of any holder of this promissory note or executed or delivered to or for the benefit of any other person and acquired by purchase or otherwise by any holder of this promissory note, and whether or not any such lien or security interest or other interest was created by any then owner of any interest in or to any of the property, rights or interest which are described in or covered by any such writing or to which any such writing may pertain or affect, including, but not limited to, those certain pledges and security agreements contained in the Loan Agreement of even date herewith herewith from FREEPORT ECONOMIC DEVELOPMENT CORPORATION and the CITY OF FREEPORT, which provide that the principal and interest on this Note shall be payable from and secured by a pledge of the FREEPORT ECONOMIC DEVELOPMENT CORPORATION's Sale and Use Tax as the primary source, and additionally secured by the Full Faith and Credit of the CITY OF FREEPORT, TEXAS, should the Pledged Revenue of the Sales and Use Tax fail for whatever reason to satisfy the amount due under the Note.

Each Maker of this promissory note further hereby agrees and consents to all of the terms, provisions, agreements, covenants and warranties set forth or contained in all of the loan agreements, security agreements, assignments and other writings now or hereafter securing or pertaining to the loan evidenced by this promissory note and agrees that all of the writings now or hereafter securing or pertaining to the loan evidenced by this promissory note (and all terms, provisions, agreements, covenants and warranties contained in such writings) shall be binding in all respects on each Maker of this promissory note (whether or not any Maker has executed such writings) and on the successors, legal representatives and assigns or each Maker of this promissory note.

This note is given in renewal and extension of the unpaid balance left owing and unpaid by FREEPORT ECONOMIC DEVELOPMENT CORPORATION upon that one certain promissory note in the original principal sum of ONE MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,750,000.00), dated February 11, 2010, executed by FREEPORT ECONOMIC DEVELOPMENT CORPORATION, and payable to the order of FIRST STATE BANK OF LOUISE, TEXAS.

To the extent allowed by law, you agree to be bound by the terms of the following Notice:

NOTICE: THIS DOCUMENT AND ALL OTHER DOCUMENTS RELATING TO THIS LOAN CONSTITUTE A WRITTEN AGREEMENT WHICH REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES RELATING TO THIS LOAN.

Maturity date: Nov 21, 2019

MAKER:

FREEPORT ECONOMIC DEVELOPMENT CORPORATION

by: 9, 9, Paj
Printed Name: Tom T. Brunsell
Title: President

ATTEST:

by: N. C. Hickey
Printed Name: N. C. Hickey
Title: Notary Secretary

CITY OF FREEPORT

by: Norma Morano Garcia
Printed Name: Norma morano Garcia
Title: Mayor

ATTEST:

by: Debra Munoz
Printed Name: Debra Munoz
Title: City Secretary

Prepared in the office of:

STEVENS & RAU
A Professional Corporation
Attorneys at Law
2513 North Velasco
P. O. Box 878
Angleton, Texas 77516-0878

04f6bfn.doc
S140741

RESOLUTION NO. 2014-2453

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS AUTHORIZING THE CITY TO ENTER INTO A LOAN AGREEMENT, PROMISSORY NOTE, SALES TAX REMITTANCE, GUARANTY and SUBORDINATION AGREEMENT AND SUCH OTHER MATTERS INCIDENT OR RELATED TO THE TRANSACTION FOR REFINANCING THE OUTSTANDING DEBT FOR THE CONSTRUCTION OF THE CITY OF FREEPORT'S MUNICIPAL MARINA WITH THE FIRST STATE BANK, CLUTE, TEXAS AND FREEPORT ECONOMIC DEVELOPMENT CORPORATION AND PLEDGING A GENERAL CERTIFICATE OF THE CITY'S SALES AND USE TAX AND OTHER SOURCES OF CITY REVENUE AS MIGHT BE NECESSARY

WHEREAS, it will be remembered that on February 11, 2010, the FREEPORT ECONOMIC DEVELOPMENT CORPORATION ("Freeport EDC") with the agreement of the CITY OF FREEPORT ("City") entered into a Loan Agreement, Promissory Note and related documents ("the Loan") with the First State Bank of Louise, Texas ("Bank of Louise") in the amount of One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00) for the purpose of financing the construction of the public marina as an economic development project; and

WHEREAS, Freeport EDC and the City agreed to pledge a portion of its Economic Development Sales and Use Tax as security for repayment of the Loan; and

WHEREAS, current favorable conditions for borrowers in the financial markets make it possible for the Freeport EDC and the City to refinance the Loan at a better interest rate which would achieve a present value debt service savings; and

WHEREAS, in order to take advantage of the favorable refinancing conditions of said financial markets, the Freeport EDC and the City propose to repay the current amount due under the Loan with the Bank of Louise; and then further to refinance the balance owing for construction of the now-named City of Freeport's Municipal Marina ("City Marina"), namely \$1,356,746.74 with the FIRST STATE BANK, CLUTE, TEXAS ("Bank"); and

WHEREAS, the Freeport EDC and the City find it in the public interest to take advantage of the current low interest rates and favorable financing conditions of the financial markets, saving a substantial amount in present value debt service savings; and

WHEREAS, in order to do so, it will be necessary for both the Freeport EDC and the City to enter into a new Loan Agreement, Promissory Note and related documents with the Bank, the terms of which have been and are presented to the Freeport EDC and the City as to the proposed terms of the refinancing.

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

1. The City agrees to assist the Freeport EDC Board of Directors as necessary in the repayment or other satisfaction of the current Loan and Promissory Note terms and conditions with the Bank of Louise in relation to the Loan Agreement and Promissory Note entered into in February 11, 2010, including any action necessary to remove the current Sales Tax Remittance, Guaranty and Subordination Agreement with the Bank of Louise.
2. The City agrees to join the Board of Directors of the Freeport EDC in entering into a new Loan Agreement and new Promissory Note to refinance the amount outstanding due for the construction of the City Marina,

in a principal amount of \$1,356,746.74 and at an interest rate agreed upon by the Bank and Freeport EDC and the City on the date of the execution of the new Promissory Note and the new Loan Agreement.

3. The City agrees to join the Board of Directors of the Freeport EDC to continue with its pledge of its Economic Development Sales and Use revenue in order to secure the principal and interest on the new Promissory Note and the new Loan Agreement, and further to sign a new Sales Tax Remittance, Guaranty and Subordination Agreement with the Bank and the City and the Freeport EDC.
4. The City agrees that should the pledge of its designated Sales and Use Tax Remittance Agreement as described above fail for any reason to satisfy the amounts due under the Loan Agreement and Promissory Note with the Bank, that it will pledge its full faith and credit in repayment of the debt being refinanced by the Loan Agreement and Promissory Note.
5. The City hereby agrees to promptly collect and remit to the Corporation the Sales Tax (defined in the Loan Agreement) to provide for the prompt payment of the Promissory Note, and to assist and cooperate with the Corporation in the enforcement and collection of sales and use taxes imposed on behalf of the Corporation. Should any other form of repayment of the Note become necessary because of the failure for whatever reason for the pledged Sales and Use Tax revenue to satisfy the principal and interest payments of the Promissory Note, the City agrees to promptly remit to the Bank the amount due and payable under the terms and under the same schedule for payments due under the Loan Agreement and Promissory Note with whatever revenue the City has designated for same.
6. The Loan Agreement, Promissory Note and Sales Tax Remittance Agreement attached hereto as Exhibits A, B and C, and incorporated by reference as a part of this Resolution for all purposes, with respect to the obligations of the City and Corporation during the time the Note is outstanding, are hereby approved as to form and substance. Furthermore, the Mayor and the City Secretary and the other officers of the City are hereby authorized, jointly and severally, to execute and deliver such endorsements, instruments, certificates, documents, or papers necessary and advisable to carry out the intent and purposed of this Resolution.
7. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given all as required by the V.T.C.A. Government Code, Chapter 551, as amended.
8. This Resolution shall be in force and effect from and after its passage on the date shown below.

PASSED AND ADOPTED this 6th day of November 2014.

CITY OF FREEPORT, TEXAS:

Norma Maem Garcia

MAYOR

ATTEST:

Delia Munez

City Clerk or Secretary

**CHAPTER 380 AGREEMENT AND AGREEMENT REGARDING THE
CONSTRUCTION OF IMPROVEMENTS**

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

THIS AGREEMENT by and between the CITY OF FREEPORT, TEXAS, a Texas home-rule municipality situated in Brazoria County, Texas (the “City”), and the FREEPORT ECONOMIC DEVELOPMENT CORPORATION, a non-profit economic development corporation (the “Corporation”) created and operating as a Type B corporation pursuant to the provisions of Chapters 501 and 505, Texas Local Government Code, as amended (formerly Article 5190.6, Vernon's Texas Revised Civil Statutes) (the “Act”), is entered into on this ____ day of _____, 2019 (the “Effective Date”).

RECITALS

WHEREAS, pursuant to the Act, the City has created the Corporation in order undertake eligible projects under the Act, to promote new and expanded business enterprises, including but not limited to water and sanitary sewer and related improvements, projects related to tourist, waterfront development, urban renewal land development, and general improvements that are municipally owned and facilities and improvements related to any such projects and the maintenance and operations expenses of the same; and

WHEREAS, in accordance with and pursuant to the authority contained in Article III, Section 52-a of the Texas Constitution, Section 501.007, Texas Local Government Code, and Section 380.002, Texas Local Government Code, the City wishes to make a grant to the Corporation in the amount of [\$_____] in connection with its execution of eligible projects under the Act that promote the development and diversification of the economy in the City, elimination of unemployment or underemployment in the City, and development and expansion of commerce in the City; and

WHEREAS, the funding for such grant shall be from lawfully available funds of the City other than from proceeds of bonds or other obligations of the City payable from ad valorem taxes; and

WHEREAS, the City hereby finds and determines that this Agreement and the provision of a grant of funds to Corporation constitutes an economic development program that will promote the development and diversification of the economy in the City, elimination of unemployment or underemployment in the City, and development and expansion of commerce in the City (the “Program”);

WHEREAS, the Corporation has agreed in exchange and as consideration for funding provided by the City and in furtherance of the Program to (i) undertake projects approved by the City as part of the Corporation’s annual budget that promote the development and diversification of the economy in the City, elimination of unemployment or underemployment in the City, and

development and expansion of commerce in the City, (ii) to pay in full the remaining outstanding balance of that certain loan from the First State Bank of Clute to the Corporation, [dated ____, 20__] on or before November 21, 2019, and (iii) to undertake in conjunction with the City the construction of certain infrastructure projects located within the City and identified in the City's capital improvement program that constitute eligible projects of the Corporation under the Act through the contribution of [\$_____] toward the cost of the construction of the Infrastructure Projects, on or before September 30, 2022; and

WHEREAS, the City has determined that the Program will directly accomplish a public purpose and that all transactions involving the use of public funds and resources in the establishment and administration of the Program contain controls likely to ensure that public purpose is accomplished; and

WHEREAS, the Corporation hereby finds that this Agreement is for the benefit of the Corporation and that all payments made hereunder are for authorized project costs under the Act; and

WHEREAS, the City and the Corporation hereby find, determine, and declare that the respective meetings of the City Council of the City and the Board of Directors of the Corporation at which this Agreement was approved were open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Agreement, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended.

NOW, THEREFORE, for and in consideration of the respective promises and mutual covenants and benefits hereinafter set forth, the City and the Corporation agree as follows:

ARTICLE I.

DEFINITIONS, FINDINGS AND DETERMINATIONS

Section 1.01. Definitions, Findings and Determinations. The definitions, findings, and determinations and contained in the recitals to this Agreement are true and correct and are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.02. Agreement Constitutes a Program. This Agreement constitutes an economic development program that promotes the development and diversification of the economy in the City, elimination of unemployment or underemployment in the City, and development and expansion of commerce in the City as authorized under Article III, Section 52-a of the Texas Constitution, Section 501.007, Texas Local Government Code, and Section 380.002, Texas Local Government Code.

ARTICLE II.

THE PROGRAM

Section 2.01. Grant by the City.

(a) In exchange for the Corporation's compliance with all terms and provisions of this Agreement, in furtherance of the Program and in order to facilitate the execution by the Corporation of eligible projects under the Act that promote the development and diversification of the economy in the City, elimination of unemployment or underemployment in the City, and development and expansion of commerce in the City, the City hereby makes a grant to the Corporation in the amount of [\$ _____] (the "Grant").

(b) The Grant shall be payable by the City following the execution of this Agreement by the City and the Corporation from lawfully available funds of the City other than from proceeds of bonds or other obligations of the City payable from ad valorem taxes.

Section 2.02. Corporation's Obligations. In furtherance of the Program and in exchange and as consideration for the City entering into this Agreement and providing for the payment of funds constituting the Grant to Corporation under the terms and conditions set forth herein, the Corporation agrees as follows:

(a) The Corporation shall present to the City as part of each annual budgeting process during the term of this Agreement an annual budget identifying projects that that promote the development and diversification of the economy in the City, elimination of unemployment or underemployment in the City, and development and expansion of commerce in the City and undertake projects approved by the City as part of such annual budget;

(b) The Corporation shall pay in full the principal of and interest on the outstanding balance of that certain loan from the First State Bank of Clute to the Corporation, [dated ____, 20__] on or before November 21, 2019 and provide the City with written evidence acceptable to the City, of the payment of such loan in full; and

(c) The Corporation shall undertake in conjunction with the City the construction of certain infrastructure projects located within the City and identified in the City's capital improvement program that constitute eligible projects of the Corporation under the Act (the "Infrastructure Projects") through the payment of [\$ _____] toward the cost of the construction of the Infrastructure Projects, which final payment shall be made on or before September 30, 2022.

Section 2.03. Selection and Construction of the Infrastructure Projects.

(a) As part of the Corporation's annual budgeting process, or at such other time as may be acceptable to the City, the City in consultation with the Corporation shall select the Infrastructure Projects to be funded under this Agreement from those included in the

City's capital improvement plan, as such plan may be amended from time to time. The approved budgets of the Corporation shall provide for the expenditure of the amount required in Section 2.02(c) of this Agreement not later than September 30, 2022.

(b) In connection with the selection of the Infrastructure Projects, the Corporation shall take all action and obtain all approvals required by law and the Corporation's bylaws in order to proceed with the Infrastructure Projects and to make the payments required under this Agreement, including providing required legal notices, conducting public hearings, and obtaining the approval of the City Council of the City.

(c) The City agrees take any actions required to prepare or cause to be prepared all plans and specifications required for the construction of the Infrastructure Projects.

(d) The City agrees to contract with all individuals or entities necessary to complete the Infrastructure Projects in accordance with the plans, specifications and other construction documents. The City will provide or cause to be provided all construction and contract management services in connection with the construction of the Infrastructure Projects. The Infrastructure Projects will be owned by the City.

ARTICLE III.

REPRESENTATIONS AND WARRANTIES

Section 3.01. Representations of the City. The City represents to the Corporation that as of the date hereof:

(a) The City is duly authorized, created and existing under the Constitution and laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations contemplated by this Agreement.

(b) The City has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, will not violate any applicable judgment, order, law or regulation, and (ii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the City under any agreement or instrument to which the City is a party, or by which the City may be bound or affected.

(c) This Agreement has been duly authorized, executed and delivered by the City and constitutes a legal, valid and binding obligation of the City, enforceable according to its terms except to the extent that (i) the enforceability of such instruments may be limited by bankruptcy, reorganization, moratorium or other similar laws of general application in effect from time to time relating to or affecting the performance of creditors' rights and (ii) certain remedies including specific performance, may be unavailable.

Section 3.02. Representations of the Corporation. The Corporation hereby represents to the City that as of the date hereof:

(a) The Corporation is duly authorized, created, and existing in good standing under the laws of the State of Texas, and is qualified to do business in the State of Texas.

(b) The Corporation has the power, authority and legal right to enter into and perform his obligations under this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, will not violate the bylaws of the Corporation or any judgment, order, law or regulation applicable to the Corporation, and (ii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Corporation under any agreement or instrument to which the Corporation is a party, or by which the Corporation may be bound or affected.

(c) The Corporation has or will have sufficient capital to perform his obligations under this Agreement at the time it will need to perform such obligations.

(d) This Agreement has been duly authorized, executed and delivered by the Corporation and constitutes a legal, valid and binding obligation of the Corporation, enforceable according to its terms except to the extent that (i) the enforceability of such instruments may be limited by bankruptcy, reorganization, insolvency moratorium or other similar laws of general application in effect from time to time relating to or affecting the performance of creditors' rights and (ii) certain equitable remedies including specific performance, may be unavailable.

ARTICLE IV.

EVENTS OF DEFAULT AND REMEDIES

Section 4.01. Events of Default. Each of the following occurrences or events for the purpose of this Agreement is hereby declared to be an event of default ("Event of Default"):

(a) The failure by the corporation to meet any of its obligations under Section 2.02 (b) or (c) of this Agreement; or

(b) Default by the Corporation in the performance or observance of any other covenant, agreement or obligation of the Corporation contained in this Agreement, and the continuation thereof for a period of sixty (60) days after written notice of such default is given by the City.

Section 4.02. Remedies for Default. Upon the happening of any Event of Default:

(a) The City shall be entitled to reimbursement from the Corporation of the full amount of the Grant, and the Corporation shall reimburse the Grant proceeds to the City within sixty (60) days of such Event of Default.

(b) The City may proceed against the Corporation for the purpose of protecting and enforcing its rights under this Agreement by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law.

ARTICLE V.

MISCELLANEOUS PROVISIONS

Section 5.01. Term. This Agreement shall be in force and effect from the date of execution hereof until the later of September 30, 2022 or the date that the Corporation pays in full its obligations under Section 3.01(c) of this Agreement. The provisions of Article IV of this Agreement shall survive the term of this Agreement.

Section 5.02. Construction and Interpretation.

(a) Whenever required by the context of this Agreement, (i) the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neutral genders, and vice versa, and (ii) use of the words “including,” “such as,” or words of similar import, when following any general term, statement or matter, shall not be construed to limit such statement, term or matter to specific terms, whether or not language of non-limitation, such as “without limitation,” or “but not limited to,” are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest scope of such statement, term or matter.

(b) The captions preceding the text of each article and section of this Agreement are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Agreement. Capitalized and bold terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.

Section 5.03. Complete Agreement. This Agreement represents the complete agreement of the parties with respect to the subject matter hereof and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be in writing and signed by all parties hereto or permitted or approved assignees.

Section 5.04. Assignability. The Corporation may not assign or transfer its rights (including the rights to receive interest payment reimbursements as described in this agreement), duties and obligations under this Agreement to any person or entity.

Section 5.05. Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original instrument and each will have the force and effect of an original and all of which together constitute, and will be deemed to constitute, one and the same instrument.

Section 5.06. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the Parties, respectively.

Section 5.07. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 5.08. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application hereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

[Execution Page follow]

EXECUTED in multiple counterparts as of the date first written above.

CITY OF FREEPORT, TEXAS:

By: _____
Mayor – Troy Brimage

**FREEPORT ECONOMIC
DEVELOPMENT CORPORATION:**

By: _____
President – Trey Sullivan

ATTEST:

By: _____
City Clerk – Betty Wells



Finance, Court & Water Departments

Title: Monthly Report for September 2019

Date: October 21, 2019

From: Stephanie Russell, Assistant City Manager/Finance Director

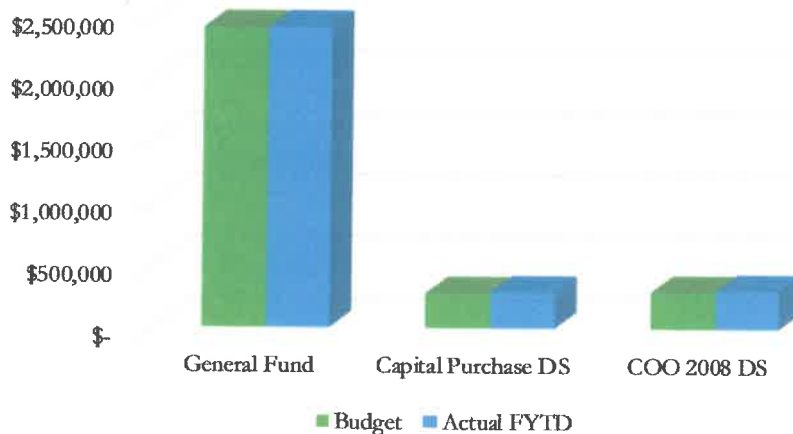
Major Revenue

Property Tax

As of the end of September, the City had received 101% of its Property Tax Revenue.

Fund	Budget	Actual FYTD	% Rcvd FYTD
General Fund	\$ 2,412,833	\$ 2,415,638	100%
Capital Purchase DS	\$ 279,907	\$ 290,653	104%
COO 2008 DS	\$ 295,518	\$ 306,907	104%
Total	\$ 2,988,258	\$ 3,013,197	101%

Property Tax Budget vs. Actual



Industrial District Contracts

The City has received 100% of its revenue to-date.

Agreement	Amended Budget	Actual YTD	% Rcvd FYTD
Brazosport IDA	4,273,311	4,273,311	100%
Freeport IDA	1,484,553	1,484,553	100%
Freeport LNG	1,775,000	1,775,000	100%
Total	\$ 7,532,864	7,532,864	100%

Sales Tax

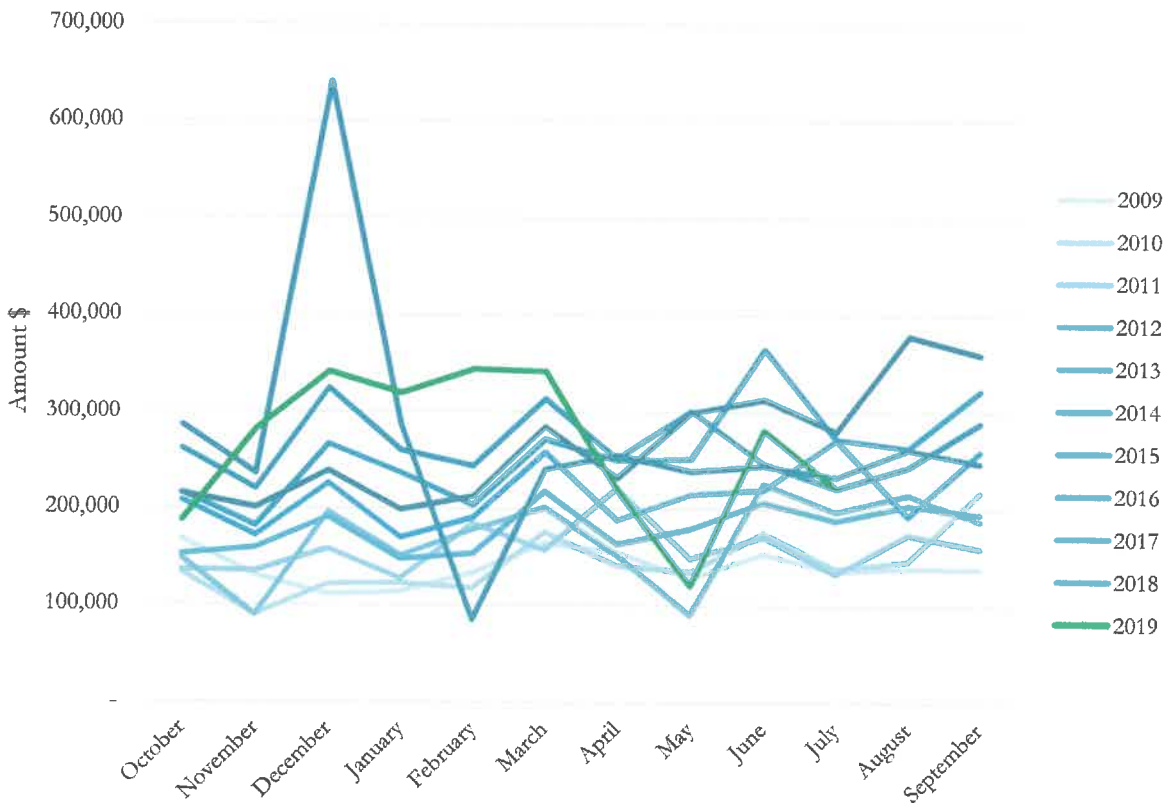
Sales Tax Revenue was down for the month, however; overall the YTD is still up 7% from this time last fiscal year (August). Please note, there is a two-month lag from when Sales Tax is collected and received by the City; thus, August's Sales Tax was received in September.

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	120,460	-60%
June	312,884	280,807	-10%
July	280,065	221,639	-21%
August	378,933	-	
September	359,563	-	
Grand Total	3,213,257	2,657,366	

Total Budget 2,437,000 2,250,000 -8%

% of Budget YTD 131.9% 118.1%

Comparison of Sales Tax Revenue by Year



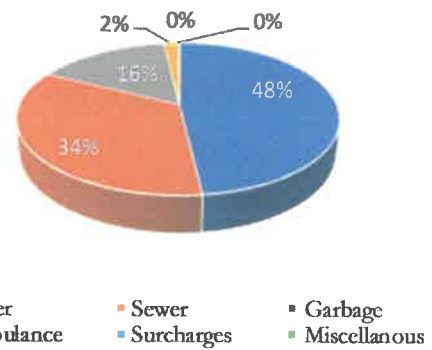
Utilities

	FY2018	FY2019 YTD
Service Categories		
Water	\$ 2,790,757	\$ 2,756,571
Sewer	\$ 1,910,245	\$ 1,963,501
Garbage	\$ 877,392	\$ 905,840
Ambulance	\$ 92,044	\$ 93,424
Surcharges	\$ 3,048	\$ 235
Miscellaneous	\$ 9,456	\$ 17,625
Total	\$ 5,682,942	\$ 5,737,195

Water Consumptions (Gallons)		
Billed Consumption	418,205,000	391,173,000
Unbilled Consumption	1,991,000	950,000
Total	420,196,000	392,123,000

Sewer Consumptions (Gallons)		
Billed Consumption	314,830,377	303,499,565
Unbilled Consumption	0	0
Total	314,830,377	303,499,565

Services by Category



Municipal Court

	Total FY2018	FY2019 YTD
Violations		
Filed	4,195	3,798
Completed	2,892	2,491
Outstanding Violations	1,303	1,307
Warrants		
Issued	1,189	676
Cleared	1,301	830
Change in Total Warrants	-112	-154
Other Paid Cases	86	177
Total Fees/Fines Paid*	\$ 647,702	\$ 543,151
* Includes Regulatory, State & Other Agency Fees		
Municipal Court Revenue	\$ 473,531	\$ 291,722
Budget	\$ 418,000	\$ 425,000
% Completed	113%	69%



Accounts Payable

Purchase Orders	FY2018	FY2019 YTD
Outstanding	11	44
Partial	20	27
Completed	870	620
Total	901	691

Ongoing Initiatives

FY2018-2019 Audit

The auditors were onsite the week of October 14th to conduct the interim audit for FY2018-2019. Staff is currently working on closing the fiscal year and transitioning to the new budget.

Banking RFP

Council awarded the RFA to Texas Gulf Bank during the September 16th Council meeting. The initial contract has been executed and staff is working on implementing the new changes with the bank.

Budget

The Budget Hearing was held, and the Budget was adopted September 3rd. Public Hearings on the Tax Rate were held September 3rd and September 9th – the adoption of tax rate was September 16th followed by the ratification of the budget. The FY 2019-2020 Budget is on the City's website for public access.

Financial Software

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

Policies

Staff is reviewing current policies and procedures to determine updates and new policies moving forward. Staff is currently working on administrative procedures to ensure internal controls and financial accountability.

Purchasing Cards

New purchasing cards have been distributed and staff is currently transitioning away from the old credit cards.

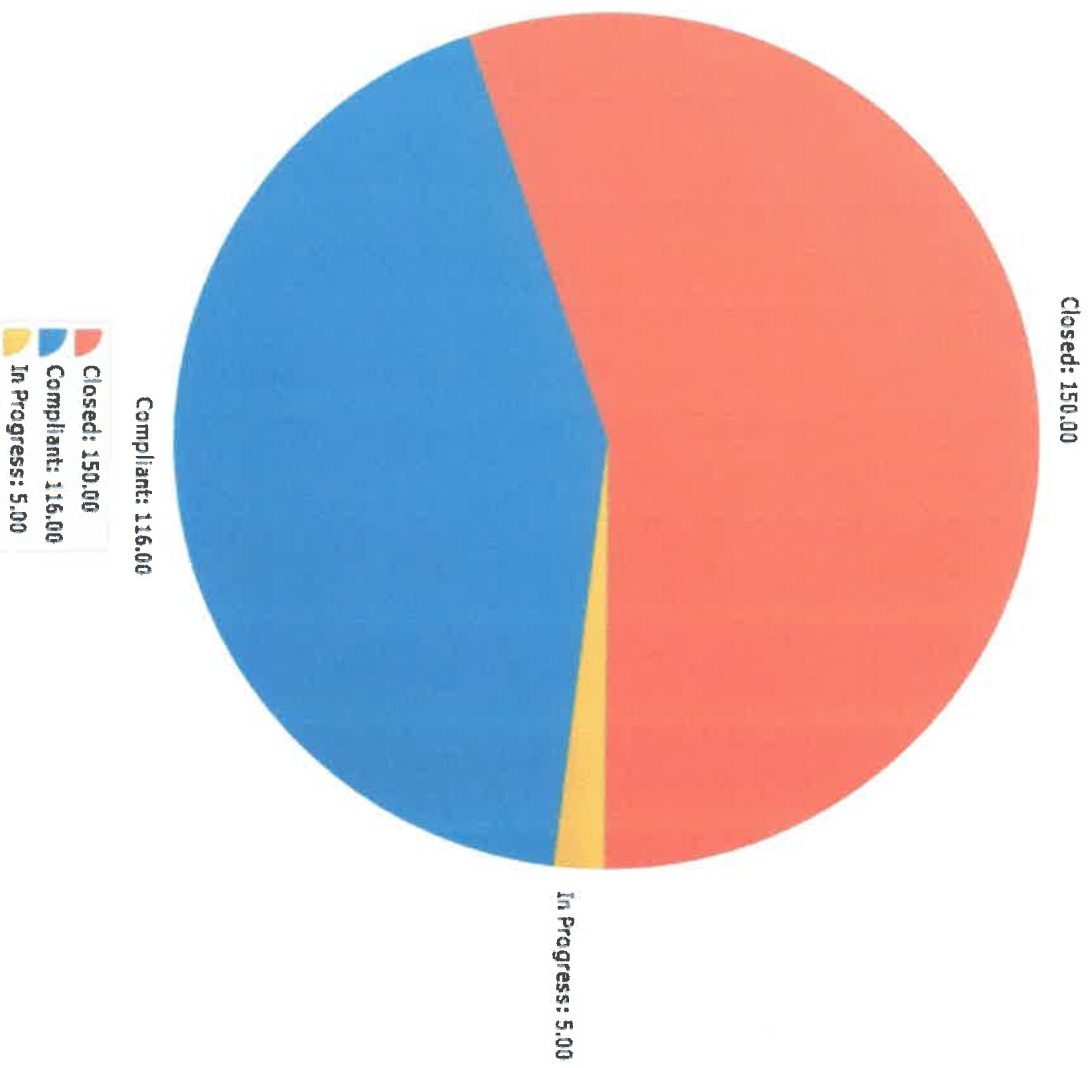
Records

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.

Code Enforcement Cases - March to May 2017

Run Date: 10/01/2019 8:01 AM

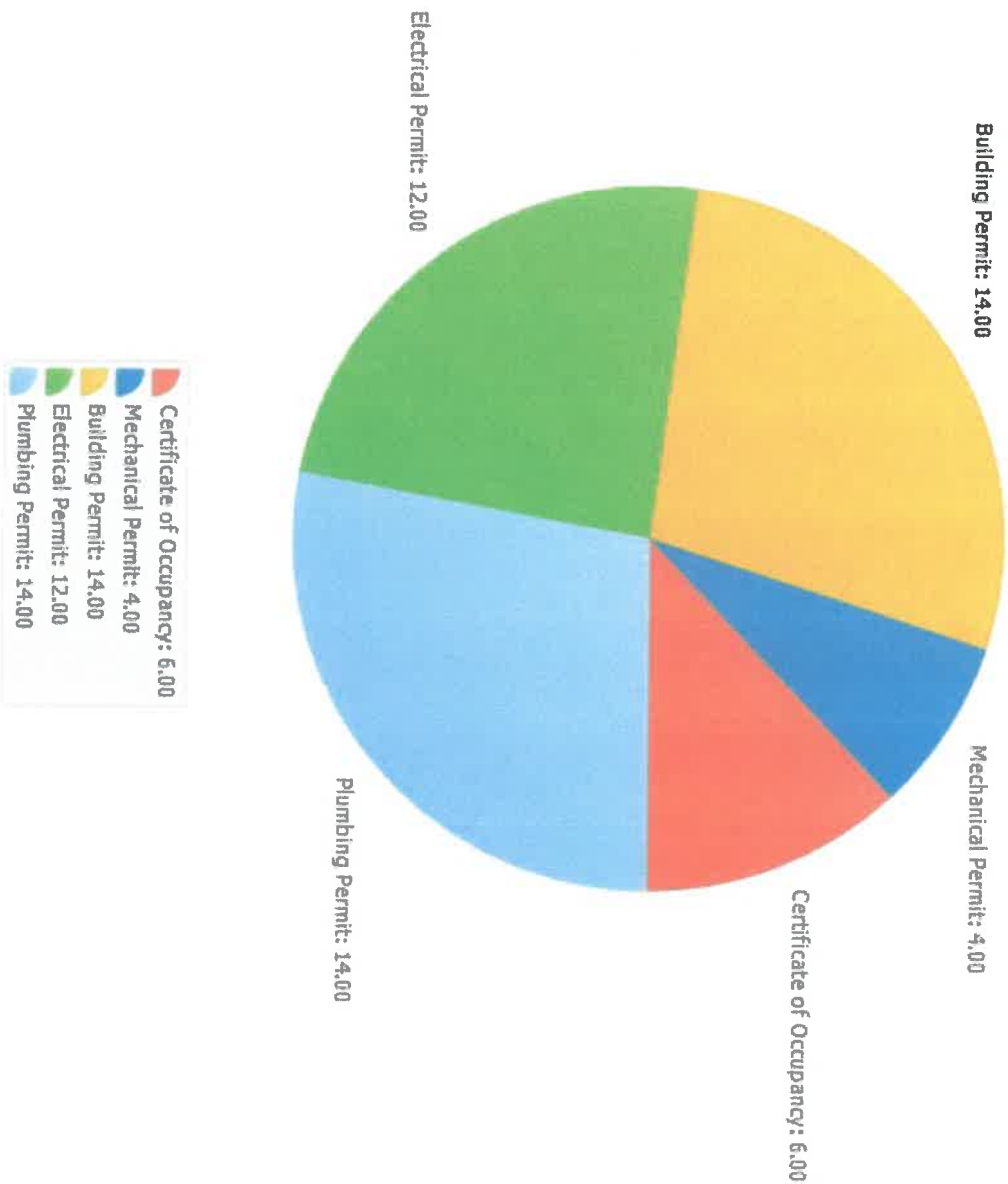
Code Enforcement Cases



Building Permits Issued - Prev Month

Run Date: 10/02/2019 10:15 AM

Type of Permit



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

Special Events/Exhibits

The Deep Water Shark exhibit was packed up and mostly moved back to City Hall. In preparation for potentially renting this as a traveling exhibit, we took video of the setup, numbered and labeled each packed crate to include all contents such as retractable descriptive signage, decorations, etc. We will market the traveling exhibit online upon City Council's approval of the master fee schedule.

We held our first Texas Navy Day celebration with very good reviews. We were fortunate to have several Texas Navy Admirals present to educate and demonstrate the important role the Texas Navy played in Texas winning its independence from Mexico. We were encouraged to continue this new tradition each year and I am confident that this event will draw a much larger crowd in years to come.

Maintenance

The new has been successfully installed at the museum, as was tested by the storms mid-month. The only weather related issue was water seeping through at the base of the back door off the Little Theater. Maintenance has inspected and suggests we install new doors to prevent future water damage, and we will address that in the new fiscal year.

Statistical Data

With summer ending, both our attendance and revenues dropped substantially. We still have our regulars on Saturdays to come play in the Children's exhibit and watch movies in the Little Theater and the occasional traveler on business or pleasure, but we anticipate next month bringing a surge of paying guests with the Haunted Museum exhibit.

Revenues

Admission Fees	- no fees charged
Donations	- 0 -
Gift Shop	\$141.24
TOTAL	\$141.24

STREET DEPARTMENT

MONTHLY REPORT---September, 2019

Drainage Set culverts

316 North Ave. C -----20ft
6 North Ave. B -----20ft
403 North Ave. A -----20ft
506 North Ave. A -----20ft
Front Street-----reset culvert--20 ft

Cut drainage and jetted out culvert pipe

506 North Ave. A -----40ft

Concrete report:

- 1- Set forms, rebar, & pour sidewalk & slab @ Fire Station
2. Break, remove , form, rebar and pour new 4 buckled areas
In the 900 block of N. Ave. G
3. Form & pour curbs @ 900 block of N. Avenue G
4. Break out, remove, & set forms @ Uvalde & N. Avenue G

Pothole repair:

Completed 20+ work orders for QPR asphalt **5-tons asphalt**
40+ alley work orders with Crushed concrete **10+ tons base**

Misc. work and cleanup :

1. Completed 17 work orders for tree limb cutting
6- 1-ton loads of limb debris hauled
2. Set up barricades for Museum event
3. Set up stage for Museum event

Rainy Day Schedules-- Total 3 days:

Total 4 tons of trash/debris collected
Cleaned 137 Inlets

Mowing Report:

City owned lots completed 100 % of lots **2- times** and
100 % of ROW /drainage ditches **2-times**

Sweeper operations:

Swept quadrants A,B,C,&D **two total rounds** this month and began
third round. Have completed Quads A,B,C,&D
Total 16 tons of trash/debris collected

Also worked on.

1. Beach entrance repair, road Maint, and beach cleanup.
2. Completed several saw cuts for concrete repairs.
3. Hauled concrete removed from street and sidewalk repairs to Sorrell to Sorrell yard for disposal.
4. Repair and relocate school zone lights.
5. Loaded old tires into box trailer for disposal.
6. Haul reclaimed material from East 6th to Service Center when County PCT. 1 lowered areas.
7. Haul excess dirt and grass removed from new parking lot area by Splash Pad.

Projected work October, 2019

1. Drainage--- 1119 West 6th--850 lin.ft.
2. Drainage--- 1500 to 1800 block N. Ave. Q --1600 lin.ft.
3. 5-culverts--100 lin. ft.
4. Complete volleyball court
5. Oversee Contractors on concrete jobs and offer assistance where and if needed.
6. County Interlocal work to begin @ parking lot by Splash Pad
Concrete repairs on 4th Street-N Aavenue G-& Hiccoey Street

September 2019

IT Department/Special Projects Coordinator

- City Secretary Training
- Setup new direct dial phone numbers for Water Department, Court Department, Human Resources and Permits
- Museum and Service Center Cable Internet
- Corrected Deed – Willie Garcia
- Sorrell Change Order – Streets
- Stormwater request for data
- Pictometry – setup new/delete old accounts
- Property
 - 206 North Ave. B, Block 529, Lot 10
 - 1804 North Ave. O, Wharton Street ROW
 - 1212 North Ave. L, Block 715, Lot 7
 - 1207 North Ave. N. Block 716, Lot 17
- Deed/Lien Research & Prepare releases
- Update Website/Social Media
- GIS:
 - 911 Location Mapping/Addressing
 - 0341-002-1160 ETJ 200' Buffer Replat Map & Excel Owner File
 - 6107-000-0202 & 6107-000-0203 ETJ 200' Buffer Replat Map & Excel Owner File
 - Utility Mapping
- Internal Network/Email/Incode/Phone setup – 1 user
- Incode Offsite Setup – 2 Users
- Incode Live Updates
- Server:
 - Sophos/Intercept X running as normal – no malware/viruses on server
 - 18 users on network/12 offsite Incode users (including dispatch)



CITY OF FREEPORT
FREEPORT FIRE & EMS DEPARTMENT

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

Christopher Motley
Chief / EMC

Mike Praslicka
EMS Coordinator

To: Mr. Kelty, City Manager

From: Christopher D. Motley, Fire Chief

Date: October, 14, 2019

Re: September 2019

Response alarms: August: Fire – 17
EMS: - 139
Total: 156

Significant Events: T.S. Imelda response to the City of Freeport
Increase in motor vehicle accidents.
Increase of fire alarm responses.
Air Ambulance transport: 1
Request mutual aid into the city to cover EMS response: 6
Two EMS units working calls at the same time: 24
Three working EMS alarms: 3
Four working EMS alarms: 1

Equipment/Instructure: Ambulance and Fire Engines have performed well without any vehicle out of service. Engine 902 is in service but is waiting to be sent to the repair shop due to water discharging from the pump when parked in the engine bays. Special Response Trailer (SORT) (918) has had the goose neck hitch repair due to the previous hitch would not release the ball. Rewiring the brakes and marker lights are in progress with service center scheduling. Engine 901 is in service but is pending service to repair a leaking water tank under manufactory lifetime warranty. Gathering quotes to complete the building infrastructure for internet connectivity for the Emergency Office Center (EOC).

Emergency Management: Processing Hurricane Harvey reimbursement for response and recovery expenses with FEMA is complete pending submitting administrative cost. CDBG-DR grant has been completed and submit to General Land Office by Grant Works. Received an inquiry for additional information. From engineering and the City.

Personnel: Fire Marshal vacancy: Under review.

Public Relations:
Stop the Bled with BISD
Point of Distribution Planning Exercise
BISD Mass Care Drill Planning full exercise for a motor vehicle accident.
Texas Navy Day

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

Director's Notes

September 9th through October 4th

September 9

Breakfast meeting with board member

Special City Council Meeting

Meeting with Tim regarding Wong Property to start review of MUD / Utility Agreement and 380 Program

Received Project Orion from Greater Houston Partnership due on 9/20. Start preliminary work on the submittal.

NKF's Global Strategy group has been engaged by a **U.S. based healthcare company** that utilizes novel lab technology and machine learning on large data sets with a mission to save lives. NKF is helping this client develop a long-term, sustainable location strategy that will support the expansion of critical functions in the U.S., and they are requesting your assistance in the completion of the attached Request for Information (RFI) to aid in our further screening of your location.

Project Overview:

- 250 new jobs and \$30 million capital investment by year 3 of operation
- Proposed facility to be fully operational by 2022
- Primary positions are clinical lab technicians, lab/medical scientists and system automation/process engineers
- Wages will be above market average
- Real Estate requirement of 200,000 SF with a preference to lease

September 10

Received request for Project Electricity, a quick turnaround due on 9/13. After researching and contacting other we unfortunately do not have a suitable building.

We're currently working with a company that builds large-scale energy storage projects. The company is looking to build a battery energy storage system in the Houston region. The purpose of the facility will be to store and transmit electrical power to the ERCOT grid. The project is seeking either to build or lease existing commercial / industrial warehouse space of approx. 50,000-80,000 sq. ft. Below are some additional requirements for the space:

- Climate controlled.
- Must be near electrical substation, up to a mile away to the substation.
- Company Preference = not in heavily populated area, industrial application.
- Looking for building to have concrete floor, metal siding and roofing.
- Property size = generally 5-7 acres

The timeline for the project is flexible, however they would look to engage in discussion for the property within 60-90 days. Full-time job creation at the site would be limited with only 1-3 full-time employees maintaining the site once construction is complete and the facility is operating. Average wage for these employees would be between \$70-\$90K. Temporary jobs for construction are estimated between 20-30 jobs.

Capital investment for the facility is estimated between \$70 - \$85 million. The first 12 months of the project would consist of permits and electrical connections, with the second year of the project incurring most of the capital investment for construction.

Met with Gardo to provide me with the Final two deeds for 618, 622 Survey and Plat in order to sell the EDC Site 1 and 2 property to Gardo.

I am discussing a possible project/consultant Gary Jennings. I intent to have him meet with Chris and myself and then the sub-committee. There are two prospects that he has brought to me that is worth following up. This is not a normal process.

Meeting with Tim on Wong Property.

FEDC meeting.

September 11

I toured Travis James of TXP regarding setting up the TIRZ area with a short meeting with Tim.

I have canceled the potential meeting with Samar Tawakkol and group as they have had a parting with Imad. In order to be legal and ethical regarding both parties. Chris will be working with parties to determine how and when we can proceed with the project.

Project Orange – Quick Turnaround that I will be submitting Friday to GHP. Not expected to be in the running but need to try.

This project represents an onshoring opportunity for a new business segment whose competitors commonly produce in lower-cost global markets. As such, a cost-competitive operating environment for labor, logistics, taxes and utilities is critical to the success of the project and will be an important priority in the location decision. Project Orange forecasts initial employment to be approximately 930 jobs in 5 years with an estimated \$9.2 billion in payroll with a capital investment of up to \$50 million by 2024.

Below is a summary of the real estate criteria:

- Building requires 75,000 SF initially, with the ability to expand up to 250,000 SF
- Existing industrial facility required, with preference for a former manufacturing site that is "move in ready"
- Built-to-suit of expansion space is not preferred and will only be considered as an alternate

Industrial zoning is required.

Tim has asked me to contact my EDC contacts regarding information on similar developments that Mr. Wong has done. I contacted 150 cities and EDC.

Both Jeff and Marinell have confirmed that they will be attending the TEDC workshop in Houston.

September 12

Due to Wong contract I have contacted TML on better understanding of development of a Public Improvement District

From: Christy Drake-Adams <christy@tml.org>
Sent: Thursday, September 12, 2019 8:45 AM
To: Courtland Holman <cholman@freeport.tx.us>
Subject: PIDs

Thanks for your call. The PID workshop materials I mentioned are available here:
<https://texascityattorneys.org/public-improvement-districts-summit-february-19-2016/>

Sincerely,

Christy Drake-Adams
Assistant General Counsel
Texas Municipal League
1821 Rutherford Lane, Suite 400
Austin, Texas 78754

Started getting multiple responses that have dealt with Mr. Wong on various developments. Tim and I have spoken with them.

September 13

Talked with Neon Cloud regarding creating a video for Freeport attraction in a few months

Weekly meeting with Tim but went over the 380 and MUD agreements with our attorney.

Submitted Project Orange discussed above.

Had Trey come in to sign the Special Warranty Deeds for Gardo. Gardo has paid the EDC a \$5000 check that will be given to Stephanie on Monday as she was out of the office today.

Discussion with Charles of Waterstone Development that presented last month answering a question ask by the board:

Courtland

At our presentation one of your board members asked my opinion on higher density housing. I could not tell if this was a thought the city had to increase density due to the limited number of lots available.

The attached project is a small waterfront community of 30 ft lots with 22 foot wide homes. This project was designed to create ample room in each home and featured a full 2 car garage and 3 bedrooms in each home.

For marketing reasons we listed them as both 2 plus office and 3 bedrooms but the units were exactly the same.

As you can see this would still turn out attractive and may have a place in your redevelopment process.

I hope we are still in the running to help in this effort and we are ready to move forward and meet your subcommittee at their earliest convenience.

September 16

Tim and I had a conference call with Jason of Olson and Olson going over the Wong 380, MUD and Resolution. This was a carryover from last week.

City Council – I spoke to the Council in Executive Session.

Updated a property of ZoomProspector, receive a new one to place on the property locator.

September 17

Staff Meeting regarding after meeting with City Council and prepping for next meeting(s).

Sent Travis of TXP some changes to the TIRZ map to include property on the east side of the Brazos River along old Hwy 36.

Working with Samer and Group for his presentation to the EDC board regarding two potential projects. This has already been vetted at the EDC sub-committee.

Worked with Retail Strategies. They have sent me demographic, retail and psychographic information that I need to review.

Reached out to GHP for a DOW contact. I was able to get their public government relations rep but need to wait for him to contact me first.

Trying to schedule a follow-up meeting with Bret Malky in redevelopment of downtown.

Project Electricity from GHP was submitted with information on sites I provided.

September 18

Office Closed due to storm

Worked from Home talking to Retail Strategies. They sent me a retail map that I will need to amend.

Schedule meeting with Christopher for 9/24 to tour him after he looks at the city for Retail Strategies.

Re-Writing a news announcement with them as it has some old info.

Dustin Graf sent me a flyer that I was missing for a 43 acre site that they are selling on Marlin Road that has 5 barge slips. I am placing this on Zoom Prospector later in the week.

September 19

Meeting with Leroy McBride regarding opening a Funeral Home in Freeport. There currently is no funeral home. Contacted Billy in the building department to discuss with the group the interested locations and gave others just in case. Discussed processed in permit application.

Meeting with Trey and Mr. Bowles regarding development of a "Site Massing" drawing and graphics as an interim for taking to ICSC to show what downtown Freeport can look like if developed properly. This will be given to the ultimate consultant that will develop with the public the downtown revitalization plan with timeframes of completion.

Sent out request to move the EDC meeting from October 8 to the 15th. No issues.

Discussed with Samer needed items for the presentation. I will have additional requests when I receive his information next week.

September 20

Received Project Dale from GHP:

This project represents a team of global aerospace manufacturing companies analyzing several U.S. States to identify and establish new manufacturing, assembly, and production operations in multiple states. Dale represents a significant investment in real property, business personal property, and employees. Dale may occur in phases depending upon several factors including product development timeline, customer demand schedule, and allocated budgets.

I have three locations that will be submitted. I have put part of the submittal together and will complete before submittal day of next Thursday.

Discussed potential project(s) with Gary Jennings of United Solutions Group. I have been talking to Gary for a few weeks. I have set up a meeting with Tim, Chris and myself for next Friday at 10AM. An NDA will need to be signed.

Lunch meeting with board member Jeff Pena regarding downtown revitalization efforts and budget.

Meeting with Mr. Wong has been canceled and rescheduled for next week.

September 23

Adam Taylor of Invenergy is working on an Industrial Development on the Wong Property. This is one that I have previously reported but Adam seeks additional information. Adam has reached out to Mr. Wong starting the discussion on locating on his development.

Tim and I went to Houston to meet with Mr. Wong on the various contracts and resolutions regarding his industrial and residential developments. This was a very in depth and direct conversation. This meeting was over 5 hours arriving around 2 PM and leaving at 7:30PM. We believe that Mr. Wong will be in agreement per our discussions. Tim will be modifying the documents and we all hope to have them ready for the second city council in October after review by us and Mr. Wong and attorneys.

I talked to Jason Hochberg who owns the property where Arlan's Grocery is located. He needed assistance in getting in contact with Johnathan Lee of Chicken Express. After my conversation I contacted John to see if he is still interested in landing in Freeport. Seem positive still.

Stephanie has reported that she has received a proposal for one of the banks for refinancing our balloon payment. The Financial Consultant is working to obtain more. The first is positive but hope to have even better terms.

September 24

Both Tim and I met with Barry Goodman, Jim Spiker of the Goodman Corporation and Jody Czajkoski of MHW (a developer) to discuss working with their development team, located in the Woodlands, which has accomplished some very positive development for cities like Conroe, Huntsville, etc. They are focused on mixed use and, in particular, waterfront development. Tim and I also discussed separately with Barry and Jim through the Goodman Corporation (This is their expertise) a proposed Scope of

Services to address Freeport infrastructure priorities: Mobility, Drainage, Pedestrian Connectivity especially after what we experienced with this last storm.

Directly after the above meeting I met with Christopher Bontrager of Retail Strategies where I toured him of the entire city in his development of the retail demographic information that we hired him to create. He needed to understand at ground level the challenges and opportunities we have to offer.

September 25

I received a call from Civic Plus that the information provided to keep us on target for the Web site design is missing items that they need by Friday. It appears that we had a breakdown of understanding and some uploading issues from what I thought was complete from earlier this month. This has become a time crunch. Therefore, I will be almost exclusively working for the next three days in creating and uploading the corrected information needed for the web site by Friday.

Trying to schedule a meeting with Gary Jennings of United Solutions Group, Tim and Chris D to discuss potential commercial development that Gary may be able to bring or partner with Freeport. This is a different method than a normal site selector so need to explore if it works for us. The contacts that he has made in an effort to bring development and businesses to Freeport of a similar city has the potential of being very beneficial to our retail and tourism development.

I discussed with Dustin Graf the 42 acres his company is selling next to the Marina on a company that I sent his flyer too. He also is in negotiation with a prospective buyer.

Met with Leroy McBride's representative on location of a Funeral Home. The location that they were looking at on Cherry Street will not work due to the roof is compromised. The new location that was just discussed with me is NOT a good location. I had a much better alternate and tried to get Leroy on the phone but to no avail. The site chosen will hinder retail growth and shows a HUGE need to update our Zoning and Ordinances as well as match Business Licenses with proper Zoning uses.

September 26

Attended the Alliance EDC round table meeting in the morning. Although only one other city showed up this one (the City Manager) wanted my advice on various items which lead to a 2-hour conversation to help her on their issues.

Got back to office and just worked on Web items.

September 27

Met briefly with Tim going over valuation that Tim created for the renegotiated 380 Program incentive for the Wong development.

Worked, uploaded, and hopefully completed a very detailed page and content data for the upcoming web site. I have left messages every day to make sure that the information is being received this time and of the depth they needed.

September 30th

Samer Tawakkol sent their proposed development plans and city incentive requirements for the riverfront development. I have forward to Tim and Chris. The proposal is a very bad for the EDC and City. Chris and I need to discuss when we can get together but Chris has already reviewed and is of the same opinion. I have sent to Tim and Chris a point for point response that I will need to talk to Samer. It is a Starting Point.

Although Realty World has obtained their construction permits for the 6 new homes as of today, they have not submitted engineering plans nor started house construction nor mowed their property of which the grass is very high in violation of city ordinance. The city has called them on the issue of the grass. The city has mailed both by regular as well as by certified mail requests to mow the grass. All forms of mail are being rejected.

The Community Health Network is looking to locate in a larger facility in Freeport. I will be meeting with the group shortly. They will be seeking a grant from the EDC. I have sent them the forms for them to fill out in order to have a discussion point that the sub-committee can review.

Mr. Pete Mehta contacted me today needing information on the city, properties, employers, and demographics for a possible foreign investment development. This will take me a few days.

Travis James of TXP needed various retail and demographic information that would be in the TIRZ. I have contacted Retail Strategies and having them work with Travis on his request.

October 1st

I had a long meeting with Ken Orlaska of Comcast. He is the Enterprise Account Executive for Retail and Businesses. We also conferenced in on the spot chance Scott whom is local in Freeport and Jim Segovia (my other comcast contact) to see about high speed fiber optic and cable access in Freeport. There is some good access in the downtown area for Fiber and on the north side of town. Due to our meeting I have placed them in contact with Mr. Wong and another business owner in town. If we are to obtain quality housing, offices, and medical this will be needed.

Melanie Oldham has submitted an open records request of which the 10-day clock to supply the information starts. I have emailed to the board her request for their information.

Mrs. Green who own the property next to the EDC's property on the river front asked that we remove the tree that is damaging her fence. I went to the property and the tree has overgrown the boundary and pushing the fence. I have asked Wells Landscape for a quote to remove the tree and another location that could damage her fence. If reasonable I will have the plant material removed.

October 2nd

Dustin Graf contacted me on his 42-acre barge property. He has a potential buyer. I have sent him one other who has yet to contact Dustin. I called Gary to have him contact Dustin if he wants to proceed.

Due to bond issue with EDC and City of Freeport there is a question if the EDC was voted in by the public and what type. Via city research all rules were properly done of which I now have a complete document on the computer and in the EDC binder. I have emailed a copy to the board as well.

I left a message with Bob Peltier, a real estate broker, on Monday requesting information on a property that he is representing on Hwy 36. Bob responded today and we had a good visit. I will be sending the 25 acre property to a developer on Monday as I have to add additional property to the submittal. This would be for housing.

October 3rd

Tim, Trey, Troy, Stephanie and I had a conference call with bond council regarding the EDC balloon payment. The hoped-for method of refinancing the loan will not likely be able to be done. Therefore, an alternate is needed. I will be bringing the alternate version up at our next board meeting the we discussed on this conference call.

I have a scheduled meeting with Pete Garcia of the Mexican American Chamber on October 16th. I am inviting Gina of the Brazoria Hispanic Chamber to attend. This is intended to bring business development from Mexico to Freeport.

Adam of Invenergy LLC that I have had him make a relationship with Mr. Wong has questions on the MUD and its future costs. They like the Wong property as it will provide barge access for the 30 acres; they need but have issue with the added Tax. I have come up with a possible solution but requested that his company, Tim and I discuss the needs and solution ASAP. I have discussed the solution with Tim already.

Gina of the Hispanic Chamber of Commerce has been in contact with the Mexican Consulate on Sister City relationships and another city is very interested. I have asked her to work with Tim in scheduling a meeting with Troy, Tim and myself with the Consulate and the possible Sister City.

October 4th

I had a meeting with Tim, Chris and Gary Jennings, a consultant, that has a very different approach in being funded to assist the city and EDC in bringing businesses to the community. We went over his NDA, proposal and possible project/prospects. Chris, Tim and I still need to talk before I bring this to the board but on a trial basis it may be very beneficial. I toured Gary for most of the day.

I contacted the Extended Stay RV park on Hwy 36 as the overall property is shown to be for sale. This is one of the properties that I need to send to a housing developer that I mentioned earlier. They are for sale.

Remember next board meeting is Tuesday October 15

I will be out of the office from October 8 through 11 as I will be in two separate conferences. One in Houston with Tim and Stephanie on the development and uses of a Public Improvement District (PID) and a the TEDC conference in San Antonio.

Parks Monthly Progress Report

September 2019

Facilities

1. *Beach litter control
2. Flowerbeds FMP continue to weed eat
3. Tables and chairs to museum for Texas Navy Day
4. Nominate Employee of the month- Rachel Danks
5. Inspection on city trucks #77 #70 #81
6. Cleaned FMPP for Shintech Cook off
7. All paint done on dunking booth both metal and wood
8. Painted Chief Motleys office
9. Painted supervisors office Carissa
10. Assisted Museum getting all sharks in crates and moved back to bank
11. Vacuum FS2, VIC, Museum, College water from Imelda
12. Prepared FMPP for Memorial for Keith Adair
13. Painted playground boxes after repair
14. Transplanted rose bushes to Pocket Park from 2nd Street
15. Set up trash cans & took down in MP for Freeport trade days
16. Fill in at VIC when needed

GROUNDS

1. Helped set up and tear down stage for River Place Rental
2. Mowed big lots, landing, LED, Riverside
3. Pick up trash on levees before mowing
4. Helped move tables and chairs to Museum for Texas navy Day
5. Brought trash cans to MP for Freeport Trade Days
6. Weed eat flower beds at Rec Center
7. Weed eat inside fence area at Rec Center
8. Trimmed all hedges on 288 corridor
9. Trimmed all tress on Gulf BLVD

10. Dug trench for Volleyball Court
11. Assisted Museum getting all sharks in crates and moved back to bank
12. Spread kiddie Mulch at SFA all playgrounds
13. Continued keeping Inlets free of debris for all quadrants for Imelda
14. *Trimmed and shaped all hedges at High School
15. *Clean inlets on FMP and Ave. A
16. *Spray all insides of playgrounds
17. Prepare grounds at River Place for fishing fiesta

*Denotes Work in Progress

Routine Monthly Tasks

1. Mow, weed eat, edge, and spray all 12 parks and levees every week
2. Litter Control from 288 Entrance throughout the city.
3. Clean all 10 rentals before & 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 all flower beds
7. Seasonal painting at all parks, basketball courts, playground equipment
8. Ballparks & Maintenance mow, weed eat fence lines, and spray
9. Clean Inlets as needed due to rain.

Monthly Golf Course report September 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	\$15,000	\$10,893	\$-4,107
Cart Rental	\$7,500	\$ 5,325	\$-2,175
Merchandise	\$5,500	\$8,440	+\$2,940
Prep Food	\$ 900	\$ 541	\$-359
Beer Sales	\$ 4,000	\$ 4,936	+\$936
Drinks/Chips	\$ 3,000	\$ 2,806	\$-194
Memberships	\$ 6,000	\$ 5,624	\$-376
Total	\$41,900	\$38,565	\$-3,335

For the month of September we were under our goal by -3,335.00. This was largely due to the fact we received 24.25 inches of rain this month.

For the 2018-2019 fiscal year our golf course saw a significant growth over previous years even with receiving 85.25 inches of rain. Revenue wise we beat our goal by \$54,000. We increased our membership by 40 members, and merchandise revenue was at an all time high. We also closed in on 25,000 rounds of golf that were played this fiscal year which is well above previous years all while having one of our wettest winters to date.

I strongly feel we can continue to increase on these numbers as we continue to focus on our tournament revenue and marketing. We must continue to try and get more larger quality tournaments to our course from local companies.

I look forward to our new fiscal year and how we grow from the momentum over this year. I personally want to thank each and every one of you for your continued support and in return we will continue to strive in making this the best course in the county.

Thank you

Brian Dybala

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Green Fee	13000	12000	12000	11000	10000	17000	19000	18000	17000
Rectaxable	0	0	0	0	0	0	0	0	0
Golf Cart	6500	6500	6500	6500	6000	8000	10000	10000	9000
Merchandi:	7000	6500	5500	5000	6000	10000	12000	11000	9000
Prep Food	900	900	900	850	850	1000	1000	1000	900
Beer Sales	4500	4000	3000	3000	3000	5500	7000	7000	7000
Drinks/Chif	2200	1500	1300	1300	1500	2500	3000	3500	3500
Membersh	5000	5000	5000	7000	7000	6000	7000	7000	7000
Total	39100	36400	34200	34650	34350	50000	59000	57500	53400

Green Fee	\$ 7,131.84	\$ 5,553.00	\$ 10,903.00	\$ 5,453.00	\$ 3,768.00	\$ 14,255.00	\$ 23,940.50	\$ 16,251.00	\$ 17,084.50
Rectaxable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Golf Cart	\$ 3,402.57	\$ 2,641.70	\$ 4,279.24	\$ 2,546.08	\$ 2,804.08	\$ 5,540.53	\$ 8,148.65	\$ 8,496.38	\$ 8,406.23
Merchandi	\$ 8,416.33	\$ 5,958.82	\$ 10,804.16	\$ 7,238.87	\$ 11,825.00	\$ 17,512.00	\$ 29,048.42	\$ 16,907.16	\$ 15,689.50
Prep Food	\$ 403.76	\$ 436.16	\$ 597.04	\$ 423.48	\$ 505.10	\$ 1,743.00	\$ 1,028.81	\$ 933.72	\$ 564.47
Beer Sales	\$ 4,792.09	\$ 3,058.00	\$ 4,494.51	\$ 2,570.36	\$ 2,177.11	\$ 5,026.00	\$ 8,000.50	\$ 7,240.48	\$ 5,406.58
Drinks/Chif	\$ 1,643.10	\$ 1,181.86	\$ 1,725.68	\$ 1,425.62	\$ 1,200.11	\$ 2,551.82	\$ 3,913.00	\$ 4,307.16	\$ 3,928.25
Membersh	\$ 8,250.00	\$ 4,400.00	\$ 8,130.00	\$ 10,572.50	\$ 4,470.00	\$ 5,520.00	\$ 8,000.00	\$ 8,595.00	\$ 7,242.50
Total	\$ 34,039.69	\$ 23,229.54	\$ 40,933.63	\$ 30,229.91	\$ 26,749.40	\$ 52,148.35	\$ 82,079.88	\$ 62,730.90	\$ 58,322.03

	Jul	Aug	Sept	Totals
	16000	15000	15000	175000
	0	0	0	0
	8000	7500	7500	92000
	7000	5500	5500	90000
	900	900	900	11000
	5000	5000	4000	58000
	3500	3200	3000	30000
	7000	6000	6000	75000
	47400	43100	41900	531000

\$ 18,971.00	\$ 18,231.00	\$ 10,893.00	\$ 152,434.84
\$ -	\$ -	\$ -	\$ -
\$ 8,322.30	\$ 8,402.12	\$ 5,325.76	\$ 68,315.64
\$ 19,533.36	\$ 17,760.16	\$ 8,440.72	\$ 169,134.50
\$ 943.32	\$ 747.97	\$ 540.75	\$ 8,867.58
\$ 6,421.68	\$ 7,860.11	\$ 4,935.98	\$ 61,983.40
\$ 4,732.01	\$ 4,634.74	\$ 2,806.28	\$ 34,049.63
\$ 10,147.75	\$ 9,369.10	\$ 5,624.46	\$ 90,321.31
\$ 69,071.42	\$ 67,005.20	\$ 38,566.95	\$ 585,106.90



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 September, my officers responded to 2359 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:

We had an auto-pedestrian accident out on State Highway 332 where the suspect vehicle fled the scene. The suspect was later identified through our investigation and the case is being reviewed by a Grand Jury.

We also had a fatality accident in front of the Buc-ees on Brazosport Blvd where the at fault driver pulled out of the parking lot and struck the victim who was riding a motorcycle. The victim later died at the hospital.

Sadly, our K9 "Gass" passed away of a stomach illness. We will forever be grateful for his service to our department and community.

Community Events:

Participated in the First Responders football game hosted by our Exporters

Participated in the Shriners Monster Truck Event in Conroe



To Protect, Serve, Model Integrity and Demonstrate Professionalism

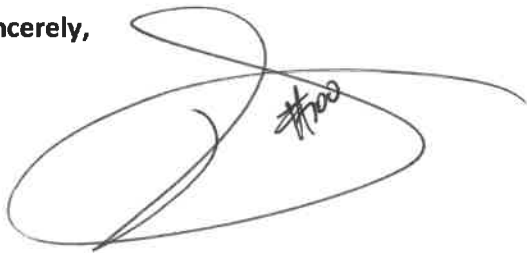
Employee of the Month:

In the month of September, Detective Sergeant Juanita Cardozo was named the Employee of the Month for her relentless investigations against those who harm our youth. Sergeant Cardozo has a passion when it comes to helping children who cannot speak up for themselves. She recently took it upon herself to initiate an investigation where she learned that 5 children were being abused by their mother. Because of her investigation, the children were all removed from the home and placed in CPS custody away from their mother, and charges are now pending against the mother.

Open Positions:

We currently have (1) Dispatcher position open.

Sincerely,

A handwritten signature in black ink, appearing to read "R Garivey", is written over a large, stylized, loopy signature graphic.

Chief Raymond Garivey

Freeport Police Department

(979) 415-4187