



**AGENDA  
REGULAR MEETING  
FREEPORT CITY COUNCIL  
MONDAY, DECEMBER 5, 2022 at 6:00 P.M.**

**Mayor:**  
Brooks Bass

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

**City Manager:**  
Timothy Kelty

**THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, WILL MEET ON MONDAY, THE 5TH DAY OF DECEMBER, 2022, AT 6:00 P.M., AT THE FREEPORT, POLICE DEPARTMENT, MUNICIPAL COURT ROOM, 430 NORTH BRAZOSPORT BOULEVARD FREEPORT TEXAS**

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

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

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

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

**CITIZENS' COMMENTS:**

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

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

1. Employee of the Month for October 2022.
2. Presentation of the Annual Storm Water Report. **(Cramer)**

**CONSENT AGENDA:**

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 Any item requiring additional discussion may be withdrawn from the Consent Agenda by the Mayor, Councilmember or City Manager, and acted upon separately.

3. Consideration and possible action on the approval of City Council meeting minutes from November 21, 2022. **(Wells)**
4. Second reading, Consideration and possible action on Resolution 2022-2768 for the approval of the EDC Project – 2022/2023 Local Small Business grant program. **(Johnson)**

**COUNCIL BUSINESS – REGULAR SESSION:**

5. **Public Hearing:** Public hearing on and possible action approving Resolution No. 2022-2771, Approving an order for the Redistricting of City Council Wards. **(Kelty)**
6. **Public Hearing:** Public Hearing on changes to the zoning ordinance 1) Changes to Land Use Regulations affecting the Downtown District zoning classification to allow for residential use on the first floor, 2) amending regulations to allow for existing housing to retain legal non-conformance in case of property destruction, and 3) allowing for Hotel and Motel use in the downtown zoning district under a limited use classification. **(Roman)**
7. Consideration and Possible Action on Ordinance 2022-2682, Amending the City of Freeport Zoning Ordinance by amending Section 155.901(E)(3) EFFECT OF DESTRUCTION to except presidential structures permitted in the Downtown District from this provision. **(Roman)**
8. Consideration and Possible Action on Ordinance 2022-2681, Amending sections 155.401 – LAND USE TABLE, Specifically Table 155.401-1, PERMITTED USES BY DISTRICT, by adding all “HOUSEHOLD LIVING” residential uses as “SPECIFIC USE” (SYMBOL “S”) to the Downtown District (SYMBOL “DT”). **(Roman)**
9. Consideration and Possible Action on Ordinance 2022-2683, Amending the City of Freeport zoning ordinance by amending Sections 155.401 – LAND USE TABLE, specifically Table 155.401-1, PERMITTED USES BY DISTRICT, by revising the hotel or motel use in the “OVERNIGHT ACCOMMODATIONS” category that is allowed in the Downtown District (SYMBOL “DT”) by permitting only “LIMITED USE” (SYMBOL “L”) for such use; and by adding a new Section 155.402(C)(2), providing parking standards for hotel or motel development to the limited use standards. **(Roman)**

10. Consideration and possible action on awarding contract for road improvements in Freeport Community House Park. **(Petty)**
11. Consideration and possible action on approving the scanning contract with Professional Document Systems, Inc., and authorizing the Mayor to sign the resulting contract. **(Cohen)**
12. Consideration and possible action approving a Copier Contract for City offices. **(Cohen)**
13. Consider and possible action to adopt a Citizen Participation Plan for the City of Freeport. **(Ezell)**
14. Consideration and possible action approving Ordinance No. 2022-2684, for Budget Amendment #5 for FY 2021/2022. **(Ezell)**
15. Consideration and possible action approving Ordinance No. 2022-2685, for Budget Amendment #1 for FY 2022/2023. **(Ezell)**

**WORK SESSION:**

16. **The City Council may deliberate and make inquiry into any item listed in the Work Session.**
  - A. Mayor Brooks Bass announcements and comments.
  - B. Councilman Pena Ward A announcements and comments.
  - C. Councilman Cain Ward B announcements and comments.
  - D. Councilman Muraira Ward C announcements and comments.
  - E. City Manager Tim Kelty announcements and comments.
  - F. Updates on current infrastructure.
  - G. Update on reports / concerns from Department heads.

**CLOSED SESSION:**

17. Executive Session regarding a.) (Deliberations about Real Property) East End, Property swap with ISD for OA Flemming property and River property used for High School ball diamonds. b.) (Consultation with Attorney) potential litigation: Pending litigation Pena vs. Board of Adjustments for City of Freeport; Legal issues update on special investigation by Special Counsel regarding purchase of Boys and Girls Club by Councilman Pena; update legal matters regarding BrazTex LLP, et al, c.) (Personnel Matters) Complaint asserting a Hostile Workplace regarding comments made by a Councilman to a city employee; in accordance with Texas Government Code Annotated, Chapter 551, Sections 551.071, 551.072 and 551.074.

**COUNCIL BUSINESS – REGULAR SESSION:**

18. Take any action resulting from Executive Session.

**ADJOURNMENT:**


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

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

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

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

  
Betty Wells, City Secretary,  
City of Freeport, Texas





## City Council Agenda Item # 2

**Title:** Presentation of the 2022 Stormwater Phase II MSF Annual Report.

**Date:** December 5, 2022

**From:** Laura Cramer, Assistant City Secretary/Special Projects Coordinator

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**Staff Recommendation:** No Action

### **Item Summary**

TCEQ oversees the Stormwater Management Program which manages the storm sewer systems though out the state. There are five minimum control measures required by the state that include:

- 1) Public education, outreach and involvement
- 2) Illicit discharge detection and elimination
- 3) Construction site stormwater runoff control
- 4) Post-construction stormwater management in areas of new development and redevelopment
- 5) Pollution prevention and good housekeeping for municipal operations

The coalition works diligently to fulfill all required items. This report illustrates to TCEQ actions by the Coalition to satisfy the requirements.

### **Background Information:**

The City of Freeport belongs to the Brazoria County Stormwater Coalition as does most cities and drainage districts in southern Brazoria County. The Brazoria County Coalition submits the report to the State of Texas annually. LJA Engineering handles all testing, general requirements and documents required to be sent to the state. We are currently in year four (of five) of our third permit term.

### **Special Considerations:**

None.

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

None.

**Financial Impact:**

N/A

**Supporting Documentation:**

2022 Brazoria County Coalition Stormwater Report

## Phase II (Small) MS4 Annual Report Form

TPDES General Permit Number **TXR040000**

### A. General Information

Authorization Number: **TXR040154**

Reporting Year (year will be either 1, 2, 3, 4, or 5): **4**

Annual Reporting Year Option Selected by MS4:

Calendar Year: \_\_\_\_\_

Permit Year: \_\_\_\_\_

Fiscal Year: **X** Last day of fiscal year: (**September 30<sup>th</sup>**)

Reporting period beginning date: (month/date/year) **10/01/2021**

Reporting period end date: (month/date/year) **9/30/2022**

MS4 Operator Level: **2** Name of MS4: **Brazoria County**

Contact Name: **Wael Tabara, P.E.** Telephone Number: (**979**) **864-1265**

Mailing Address: **451 N. Velasco, Suite 230, Angleton, TX 77515**

E-mail Address: **WaelT@brazoriacountytexas.gov**

A copy of the annual report was submitted to the TCEQ Region: YES **X** NO \_\_\_\_\_  
Region the annual report was submitted to: TCEQ Region **12**

## B. Status of Compliance with the MS4 GP and SWMP

1. Provide information on the status of complying with permit conditions:  
(TXR040000 Part IV.B.2)

|  | Yes | No | Explain  |
|--|-----|----|--|
| Permittee is currently in compliance with the SWMP as submitted to and approved by the TCEQ.   | X   |    | All BMPs and measurable goals have been implemented during the current reporting period.                 |
| Permittee is currently in compliance with recordkeeping and reporting requirements.  | X   |    | All associated SWMP records and annual reporting requirements have been met for the current permit term. |
| Permittee meets the eligibility requirements of the permit (e.g., TMDL requirements, Edwards Aquifer limitations, compliance history, etc.). | X   |    | The permittees meet the eligibility requirements established in TPDES General Permit No. TXR040000.      |
| Permittee conducted an annual review of its SWMP in conjunction with preparation of the annual report  | X   |    | Annual SWMP review was conducted on 8/31/2022.   |

2. Provide a general assessment of the appropriateness of the selected BMPs. You may use the table below to meet this requirement (**see Example 1 in instructions**):

| MCM(s) | BMP                  | BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No and explain)  |
|--------|----------------------|---|
| 1      | Flyers and Brochures | Yes, the distribution of flyers and brochures help educate the public on potential stormwater pollutants and provides the details on steps they can take to improve stormwater quality. |

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| 1 | Education of Children                    | Yes, the development of materials for children helps educate them on potential stormwater pollutants and provides the details on steps they can take to improve stormwater quality.              |
| 1 | Education of Construction Site Personnel | Yes, education of construction site personnel helps bring awareness of pollutants associated with construction activities.   |
| 1 | Public Service Announcements             | Yes, public service announcements help educate the public on potential stormwater pollutants and provides the details on steps they can take to improve stormwater quality.                      |
| 1 | SWMP Posting                             | Yes, making the SWMP available helps educate the public on their local stormwater management program and the associated implementation schedule.   |
| 1 | Annual Report Posting                    | Yes, making the Annual Report available helps educate the public on the implementation status of their local stormwater management program.  |
| 1 | SWMP Review                              | Yes, reviewing the SWMP annually helps ensure any necessary updates to the SWMP are made.  |
| 1 | Public Meetings                          | Yes, public meetings help educate the public about their local stormwater management programs and gives them an opportunity to participate.  |
| 1 | Stormwater Hotline                       | Yes, stormwater hotlines provide citizens with a mechanism to report illicit discharges, illegal dumping, spills, etc.   |
| 1 | SWMP Public Notice                       | Yes, the public notice process helps educate the public about their local stormwater management programs and gives them an opportunity to participate.   |
| 1 | Stormwater Quality Website               | Yes, the development of a stormwater quality website helps educate the public on potential stormwater pollutants and provides them details on steps they can take to improve stormwater quality. |

|   |                                   |  |
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| 1 | Educational Material Distribution | Yes, the distribution of stormwater quality educational materials at local community organization meetings helps educate the public on potential pollutants and provides them with details on steps they can take to improve stormwater quality. |
| 2 | MS4 Outfall Map                   | Yes, developing and maintaining a MS4 outfall map makes the illicit discharge detection and elimination program more effective.  |
| 2 | MS4 Outfall Inspections           | Yes, inspecting MS4 outfalls helps identify and eliminate illicit discharges.  |
| 2 | Regulatory Mechanisms             | Yes, having regulatory mechanisms/procedures in place helps encourage individuals to comply with stormwater quality regulations.   |
| 2 | MS4 Field Staff Training          | Yes, MS4 field staff training helps educate permittee employees on how to properly identify and eliminate stormwater pollutants.   |
| 2 | IDDE Procedures                   | Yes, the development and implementation of IDDE procedures makes the Illicit Discharge program more effective.   |
| 2 | Public Reporting                  | Yes, providing the public with instructions on how to properly report potential stormwater quality concerns helps identify and eliminate illicit discharges more effectively.  |
| 3 | Construction Site Plan Review     | Yes, reviewing construction site plans for the inclusion of appropriate structural controls helps reduce the amount of pollutants being discharged from construction sites.  |

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| 3 | Plan Review, Inspection, and Enforcement Procedures | Yes, developing standard operating procedures that address plan review, inspections, and enforcement actions related to permittee owned construction sites helps reduce the amount of pollutants being discharged to the MS4.                           |
| 3 | Construction Site Inspection/Enforcement            | Yes, inspecting construction sites for proper installation/maintenance of structural controls helps reduce the amount of pollutants being discharged to the MS4.  |
| 3 | Regulatory Mechanisms                               | Yes, referral of stormwater quality issues to adjacent MS4 operators or the TCEQ Regional Office helps reduce the amount of pollutants being discharged from construction activities.   |
| 3 | Public Reporting                                    | Yes, providing the public with instructions on how to properly report potential stormwater quality concerns helps reduce the amount of pollutants being discharged from construction activities.  |
| 3 | MS4 Staff Training                                  | Yes, MS4 staff training helps educate permittee employees on how to properly identify and eliminate stormwater pollutants.  |
| 4 | Development Project Plan Review                     | Yes, reviewing development plans for the inclusion of appropriate post construction controls helps reduce the amount of pollutants being discharged to the MS4.   |
| 4 | Regulatory Mechanisms                               | Yes, referral of stormwater quality issues to adjacent MS4 operators or the TCEQ Regional Office helps reduce the amount of pollutants being discharged to the MS4.   |
| 4 | Post Construction Control Inspections               | Yes, inspecting permittee owned permanent structural controls helps reduce the amount of pollutants being discharged to the MS4.  |
| 4 | Post Construction Procedures                        | Yes, developing standard operating procedures that address documentation of enforcement actions and long-term operation/maintenance of post construction stormwater control measures helps reduce the amount of pollutants being discharged to the MS4. |

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| 5 | MS4 Facility Inventory               | Yes, developing an inventory of permittee owned facilities within the urbanized area helps identify potential sources of stormwater pollution.  |
| 5 | Employee Training Program            | Yes, conducting employee training helps educate permittee employees on how to properly identify and eliminate stormwater pollutants.  |
| 5 | Waste Disposal Procedures            | Yes, development of standard operating procedures on the proper disposal of waste helps reduce the amount of floatables and other pollutants being discharged to the storm sewer system.  |
| 5 | Contractor Oversight Procedures      | Yes, the development and implementation of contractor oversight procedures helps reduce the amount of pollutants being discharged by contractors performing maintenance activities on behalf of the permittee.  |
| 5 | Operation and Maintenance Activities | Yes, maintaining a general pollution prevention plan at each permittee owned facility helps ensure that appropriate BMPs are being implemented to reduce the amount of pollutants being discharged.   |
| 5 | Facility Inspections                 | Yes, inspecting permittee owned facilities helps ensure that appropriate BMPs are being implemented to reduce the amount of pollutants being discharged.  |
| 5 | Litter/Garbage Collection            | Yes, conducting litter/garbage collection helps reduce the amount of floatables being discharged to the storm sewer system.   |
| 5 | Municipal Operation Procedures       | Yes, developing standard operating procedures for inspecting/maintaining structural controls at municipal facilities and for employee training helps make permittee employees more aware of pollutants of concern that could be discharged to the storm sewer system. |

3. Describe progress towards achieving the goal of reducing the discharge of pollutants to the MEP. If no progress was made or the BMP did not result in a reduction in pollutants, provide an explanation. Use the table below to meet this requirement (**see Example 2 in instructions**):



| <b>MCM</b> | <b>BMP</b>                               | <b>Information Used</b>  | <b>Quantity</b>   | <b>Units</b>   | <b>Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No and explain)</b>  |
|------------|--|--|---|----------------|---|
| 1          | Flyers and Brochures                     | number of materials developed and/or maintained on website                                   | 320 stormwater quality brochures, 320 pet waste brochures                       | materials      | No, while the BMP does not result in a direct reduction in pollution, public education is expected to indirectly reduce pollutants by increasing awareness about stormwater quality issues. |
| 1          | Education of Children                    | number of materials developed  | 180 stormwater coloring books   | coloring books | No, while the BMP does not result in a direct reduction in pollution, public education is expected to indirectly reduce pollutants by increasing awareness about stormwater quality issues. |
| 1          | Education of Construction Site Personnel | number of educational materials or guidance documents developed and/or maintained on website | 1 guidance document/<br>320 stormwater quality brochures/<br>stormwater website | materials      | No, while the BMP does not result in a direct reduction in pollution, public education is expected to indirectly reduce pollutants by increasing awareness about stormwater quality issues. |
| 1          | Public Service Announcements             | number of different PSAs being maintained on the Coalition's stormwater website              | 4 PSAs on stormwater quality website  | materials      | No, while the BMP does not result in a direct reduction in pollution, public education is expected to indirectly reduce pollutants by increasing awareness about stormwater quality issues. |
| 1          | SWMP Posting                             | stormwater quality website with SWMP posted  | SWMP made available on stormwater quality website                               | location       | No, while the BMP does not result in a direct reduction in pollution, public education is expected to indirectly reduce pollutants by increasing awareness about stormwater quality issues. |

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| 1 | Stormwater Hotline                        | number of phone calls received regarding stormwater quality issues | 0 phone calls  | phone calls         | Yes, receiving and responding to phone calls concerning illicit discharges allows the permittee to make appropriate corrections to the storm sewer system.   |
| 2 | MS4 Outfall Inspections                   | percentage of outfalls inspected                                   | approximately 20% of the total outfalls were inspected | percentage          | Yes, locating and eliminating illicit discharges represents a direct reduction in pollutants.  |
| 2 | Regulatory Mechanisms                     | number of enforcement actions                                      | 0  | enforcement actions | Yes, implementation of local illicit discharge regulatory mechanisms represents a direct reduction in pollutants.  |
| 3 | Construction Site Plan Review             | number of permits issued   | 107  | permits             | Yes, reviewing construction plans the result in the disturbance of greater than or equal to one acre, or are part of a common plan of development or sale ensures that appropriate structural controls are being used to reduce pollution. |
| 3 | Construction Site Inspection/ Enforcement | number of inspections  | 363  | inspections         | Yes, inspecting construction sites ensures that appropriate controls are in place and functioning properly to reduce pollution.  |
| 3 | Regulatory Mechanisms                     | number of enforcement actions                                      | (58) 48-hour notices                                   | enforcement actions | Yes, implementation of local regulatory mechanisms represents a direct reduction in pollutants.  |
| 4 | Development Project Plan Review           | number of plans reviewed   | 89   | plans               | Yes, reviewing construction plans ensures that appropriate post construction controls are being used to reduce pollution.  |
| 4 | Regulatory Mechanisms                     | number of enforcement actions                                      | 0  | enforcement actions | Yes, implementation of local regulatory mechanisms represents a direct reduction in pollutants.  |

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|---|---------------------------|--|-----------|------|---|
| 5 | Litter/Garbage Collection | estimated volume of litter/garbage collected | 26,196.07 | tons | Yes, conducting litter/garbage collection reduces the amount of floatables and other stormwater pollutants. |
|---|---------------------------|--|-----------|------|---|

4. Provide the measurable goals for each of the MCMs, and an evaluation of the success of the implementation of the measurable goals (**see Example 3 in instructions**):

| <b>MCM(s)</b> | <b>Measurable Goal(s)</b>   | <b>Explain progress toward goal or how goal was achieved.<br/>If goal was not accomplished, please explain.</b>   |
|---------------|---|---|
| 1             | Develop or post on the stormwater website at least 2 types of flyers/brochures per year                                   | Goal Met; developed 320 stormwater quality brochures and 320 pet waste brochures. Additionally, all materials are maintained on the stormwater website. |
| 1             | Develop at least 1 type of educational material annually for children   | Goal Met; developed 180 stormwater coloring books.  |
| 1             | Make available annually on stormwater website at least 1 guidance document or brochure on construction site runoff issues | Goal Exceeded; guidance document, brochure, and stormwater quality website made available to construction site personnel.                               |
| 1             | Maintain at least 1 PSA on the Coalition's stormwater website annually to educate the public about water quality          | Goal Met; 4 PSAs maintained on stormwater quality website.  |
| 1             | Post a copy of the SWMP on the Coalition's stormwater website no later than 30 days after the TCEQ approval date          | Goal Met; SWMP posted on the Coalition's stormwater website at <a href="http://www.txms4.com/brazoria">www.txms4.com/brazoria</a> .                     |

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| 1 | Annually post a copy of the most recent annual report on the stormwater website no later than 30 days after the due date                                   | Goal Met; annual report for FY 2021 was posted on the stormwater website within 30 days of the due date.  |
| 1 | Conduct annual review of SWMP and perform any necessary updates  | Goal Met; SWMP review conducted on 8/31/2022  |
| 1 | Conduct at least 1 public involvement session per permit term  | Goal Met; virtual public involvement session was conducted from July 1, 2022- July 31, 2022.  |
| 1 | Develop or post on the stormwater website at least 2 types of materials/media per year that informs the public about reporting stormwater quality concerns | Goal Met; 2 types of brochures and stormwater quality website were made available.  |
| 1 | Comply with TCEQ public notice requirements for the TXR040000 permit renewal process   | Goal Met; TCEQ public notice requirements were met for the current permit term.   |
| 1 | Maintain and make available annually a stormwater quality website  | Goal Met; website updates/maintenance was conducted on 1/20/2022. The stormwater quality website had 864 site visits during the reporting period.   |
| 1 | Maintain collection of education materials on the stormwater quality website annually for local community organizations to view                            | Goal Met; a collection of educational materials is kept on the stormwater quality website and available for local community organizations to view at <a href="http://www.txms4.com/brazoria">www.txms4.com/brazoria</a> . |
| 2 | Conduct at least 1 map review per permit term  | Goal Met; MS4 outfall map review was conducted on 6/01/2022.  |

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| 2 | Inspect 20% of the outfalls within the urbanized area annually   | Goal Met; 272 outfalls out of 1,261 were inspected (21%).  |
| 2 | Maintain ordinances and standard operating procedures in effect annually   | Goal Met; zero illicit discharges were identified during the reporting period. Ordinances and standard operating procedures are in place for reporting/eliminating illicit discharges. |
| 2 | Conduct training for at least 80% of the MS4 field staff employees once per permit term  | Goal Met; employee training was conducted for at least 80% of the MS4 field staff during the current permit term.  |
| 2 | Annually conduct 1 review of the standard operating procedures and perform any necessary updates   | Goal Met; annual review of the standard operating procedures was conducted on 5/2/2022.  |
| 2 | Develop/maintain on the stormwater website at least 2 types of media and/or materials annually to help facilitate public reporting of stormwater quality issues  | Goal Met; 2 types of brochures and stormwater quality website were made available.   |
| 3 | Review 100% of construction plans annually that will result in the disturbances of greater than or equal to one acre, or are part of a common plan of development or sale that will result in the disturbance of one or more acres for compliance with local regulations | Goal Met; 107 stormwater permits were issued this reporting period.  |

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| 3 | Annually conduct 1 review of the standard operating procedures and perform any necessary updates  | Goal Met; annual review of the standard operating procedures was conducted on 5/2/2022.   |
| 3 | Inspect 50% of applicable construction sites per year, or a minimum of 20 inspections   | Goal Met; 100% of the applicable sites were inspected during the reporting period. (a total of 363 inspections were performed during the reporting period). |
| 3 | Maintain ordinances and standard operating procedures in effect annually  | Goal Met; ordinances and standard operating procedures have been developed and are currently being implemented.   |
| 3 | Develop/maintain on the stormwater website at least 2 types of media and/or materials annually to help facilitate public reporting of stormwater quality issues | Goal Met; 2 types of brochures and stormwater quality website were made available.  |
| 3 | Conduct training for at least 80% of the MS4 field staff employees once per permit term   | Goal Met; employee training was conducted for at least 80% of the MS4 field staff during the current permit term.   |
| 4 | Annually review 100% of the submitted development plans for the inclusion of post construction controls   | Goal Met; 89 development plans were reviewed  |
| 4 | Maintain ordinances and standard operating procedures in effect annually  | Goal Met; ordinances and standard operating procedures have been developed and are currently being implemented.   |
| 4 | Inspect 100% of permittee owned permanent structural controls at least once per permit term   | Goal Met; 100% of permittee owned permanent structural controls were inspected during the reporting period.   |

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|---|--|---|
| 4 | Annually conduct 1 review of the standard operating procedures and perform any necessary updates   | Goal Met; annual review of the standard operating procedures was conducted on 5/2/2022.                           |
| 5 | Annually maintain an inventory of 100% of the facilities and stormwater controls that the permittee owns and operates within the urbanized area annually | Goal Met; inventory for 100% of the MS4 facilities has been developed and is maintained annually.                 |
| 5 | Conduct training for at least 80% of the MS4 field staff employees once per permit term  | Goal Met; employee training was conducted for at least 80% of the MS4 field staff during the current permit term. |
| 5 | Annually conduct 1 review of waste disposal standard operating procedures and perform any necessary updates  | Goal Met; annual review of the standard operating procedures was conducted on 5/2/2022.                           |
| 5 | Annually conduct 1 review of contractor oversight standard operating procedures and perform any necessary updates  | Goal Met; annual review of the standard operating procedures was conducted on 5/2/2022.                           |
| 5 | Annually conduct 1 review of general pollution prevention plan and perform any necessary updates   | Goal Met; annual review of the general pollution prevention plan was conducted on 4/27/2022.                      |
| 5 | Inspect 100% of the permittee owned facility identified in the MS4 facility inventory once per permit term   | Goal Met; 100% of the permittee owned facilities have been inspected during the current permit term.              |
| 5 | Conduct litter/garbage collection on an annual basis within the regulated area   | Goal Met; approximately 26,196.07 tons of litter/garbage was removed and properly disposed of.                    |

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| 5 | Annually conduct 1 review of the municipal operation standard operating procedures and perform any necessary updates | Goal Met; annual review of the standard operating procedures was conducted on 5/2/2022. |
|---|--|---|

### C. Stormwater Data Summary

Provide a summary of all information used, including any lab results (if sampling was conducted) to assess the success of the SWMP at reducing the discharge of pollutants to the MEP. For example, did the MS4 conduct visual inspections, clean the inlets, look for illicit discharge, clean streets, look for flow during dry weather, etc.?

**During the reporting period, the permittees conducted multiple activities to help reduce the discharge of pollutants to the MEP, including but not limited to: outfall inspections, public education, and litter/garbage collection. As a result, the permittees inspected approximately 21% of their MS4 to look for flows during dry weather, conducted 363 construction site compliance inspections and collected/properly disposed of approximately 26,196.07 tons of litter/garbage (data for all BMPs implemented during the reporting period to reduce the discharge of pollutants to the MEP is included in Section B.3 of this annual report). After review, the permittees have maintained 100% compliance with the measurable goals and implementation schedule established in their SWMP and believe that the program has been successful at reducing the discharge of pollutants to the MEP.**



## **D. Impaired Waterbodies**

1. Identify whether an impaired water within the permitted area was added to the latest EPA-approved 303(d) list or the Texas Integrated Report of Surface Water Quality for CWA Sections 305(b) and 303(d). List any newly-identified impaired waters below by including the name of the water body and the cause of impairment.

**No impaired water bodies were added during the reporting period.**

2. If applicable, explain below any activities taken to address the discharge to impaired waterbodies, including any sampling results and a summary of the small MS4's BMPs used to address the pollutant of concern.

**The applicable permittees have referred to the CWA 303(d) list and existing TMDL Implementation Plans and determined that they are a potential source of the pollutant(s) of concern being discharged to Oyster Creek Tidal (stream segment no. 1109), Oyster Creek Above Tidal (stream segment no. 1110), Bastrop Bayou Tidal (stream segment no. 1105), Chocolate Bayou Tidal (stream segment no. 1107), Halls Bayou (stream segment no. 2423C), Clear Creek Tidal (stream segment no. 1101), Clear Creek Above Tidal (stream segment no. 1102), Dickinson Bayou Tidal (stream segment no. 1103), and Dickinson Bayou Above Tidal (stream segment no. 1104) (Permittees that discharge to each stream segment are identified in the shared SWMP that was submitted to the TCEQ.). Appropriate focused BMPs and corresponding measurable goals have been developed to reduce the discharge of the pollutant(s) of concern that contribute to the impairment of the water body. The focused BMPs include activities related to TMDL I-Plans, sanitary sewer capital improvement projects, failing on-site sewer systems, MS4 outfall inspections, public reporting, pet waste management, and residential education.**

**Our research indicates that the pollutants of dioxin in edible tissue and PCBs in edible tissue are legacy pollutants and/are directly related to industrial discharges. Therefore, the permittees are not considered a potential source and no additional focused BMPs were developed by the permittees to target those pollutants.**

**Brazoria Drainage District No. 4 and the City of Alvin are the only permittees in the coalition that discharge to an impaired water body with an approved TMDL. Therefore, parts 2, 3, 4, and 6 of this section of the report only refer to activities conducted by those permittees. The City of Freeport does not discharge to an impaired water body and therefore, no information included in this section is applicable to them as an MS4.**

3. Describe the implementation of targeted controls if the small MS4 discharges to an Impaired water body with an approved TMDL.

**The permittees are implementing the targeted BMPs and associated measurable goals as outlined in their stormwater management program. During the reporting period, approximately 21% of the identified outfalls were inspected to identify illicit discharges and public education materials were developed to bring awareness about bacteria sources such as pet waste and septic systems. All focused BMPs related to public reporting and residential education are fully implemented. The assessment of progress towards the identified benchmarks will be conducted by the evaluation of program implementation measures.**

4. Report the benchmark identified by the MS4 and assessment activities:

| <b>Benchmark Parameter</b><br><i>(Ex: Total Suspended Solids)</i> | <b>Benchmark Value</b>       | <b>Description of additional sampling or other assessment activities</b> | <b>Year(s) conducted</b>   |
|---|------------------------------|--|--|
| Stream segment no. – 1101: Bacteria                               | 8,160 counts/day Enterococci | 20% of identified outfalls were inspected to identify illicit discharges | Permit Year 1<br>Permit Year 2<br>Permit Year 3<br>Permit Year 4 |
| Stream Segment no. – 1102: Bacteria                               | N/A                          | 20% of identified outfalls were inspected to identify illicit discharges | Permit Year 1<br>Permit Year 2<br>Permit Year 3<br>Permit Year 4 |
| Stream segment no. – 1103: Bacteria                               | 3.47E+10 MPN/day Enterococci | 20% of identified outfalls were inspected to identify illicit discharges | Permit Year 1<br>Permit Year 2<br>Permit Year 3<br>Permit Year 4 |
| Stream segment no. – 1104: Bacteria                               | 4.27E+09 MPN/day E. coli     | 20% of identified outfalls were inspected to identify illicit discharges | Permit Year 1<br>Permit Year 2<br>Permit Year 3<br>Permit Year 4 |

**The permittees assess progress in achieving benchmarks and determining the effectiveness of BMPs by evaluating program implementation measures. The following indicators are utilized to assess progress towards the benchmark(s): the number of illicit discharge sources identified or eliminated, number of public education materials developed, and results of outfall inspection activities. As a result of implementing the focused BMPs, the permittees have inspected approximately 21% of their outfalls and made multiple forms of public education materials available that address bacteria sources. After review, the permittees have maintained 100% compliance with the measurable goals and implementation schedule established in their SWMP and believe the continued implementation of these focused BMPs will continue to make progress towards the desired benchmark values.**

5. Provide an analysis of how the selected BMPs will be effective in contributing to achieving the benchmark:

| <b>Benchmark Parameter</b> | <b>Selected BMP</b>                  | <b>Contribution to achieving Benchmark</b>  |
|----------------------------|--------------------------------------|---|
| Bacteria                   | TMDL I-Plans                         | Compliance with existing TMDL I-Plans will reduce the amount of illicit discharges  |
| Bacteria                   | Public Reporting                     | Development of public education materials which raise awareness of stormwater quality and encourage public reporting will increase the effectiveness of the program |
| Bacteria                   | Failing On-Site Sewer Systems        | Identification of failing on-site sewer systems will directly reduce the amount of illicit discharges to the MS4  |
| Bacteria                   | Maintenance of On-Site Sewer Systems | Maintenance of on-site sewer systems ensure proper operation of the system and will help reduce the potential for illicit discharges                                |
| Bacteria                   | Outfall Inspections                  | Conducting outfall inspections will enable the permittee to identify and eliminate illicit discharges   |
| Bacteria                   | Pet Waste Management                 | Promoting proper pet waste management through the development of educational materials will raise awareness on the impacts pet waste has on water quality           |
| Bacteria                   | Residential Education                | Development of public education materials which raise awareness of stormwater quality and encourage public reporting will increase the effectiveness of the program |

|          |   |  |
|----------|---|--|
| Bacteria | Sanitary Sewer Capital Improvement Projects | Conducting sanitary sewer capital improvement projects help the permittee to identify and eliminate illicit discharges |
|----------|---|--|

6. If applicable, report on focused BMPs to address impairment for bacteria:

| Description of bacteria-focused BMP  | Comments/Discussion  |
|--|--|
| <b>Outfall Inspections:</b> Utilize reports from MS4 field staff, citizens, and annual outfall inspections to identify illicit discharges and illegal dumping sites.   | 21% of identified outfalls inspected during reporting period.  |
| <b>Public Reporting:</b> Develop educational materials and website content focused on the identification and public reporting of sanitary sewer overflows, failing on-site sewer systems, illicit discharges, and illegal dumping.   | 2 brochures and a stormwater quality website that help facilitate public reporting of the pollutant(s) of concern were developed and made available.           |
| <b>Pet Waste Management:</b> Develop media to facilitate and promote proper pet waste management practices. Educational material options include flyers, brochures, and/or websites.   | Brochure promoting proper pet waste management was developed and made available.   |
| <b>Residential Education:</b> Develop media to facilitate public education for bacterial sources including residential sources, pet waste, proper disposal of fats, oils and greases, and decorative ponds. Educational material options include brochures, flyers, and/or websites.   | 2 brochures, 1 flyer, and a stormwater quality website were developed and made available.  |
| <b>TMDL I-Plans:</b> Comply with existing implementation plans for discharges to impaired water bodies for which there is a TCEQ and EPA approved TMDL.  | TMDL compliance evaluation was conducted on 8/22/2022  |
| <b>Failing On-Site Sewer Systems:</b> Identify failing on-site sewer systems through citizen complaints and/or visual inspections conducted of the storm sewer system. Identified discharges from failing on-site sewer systems will be addressed as illicit discharges to the MS4 and enforcement actions will be implemented based on the permittee's legal authority. | 272 outfalls out of 1,261 were inspected (21%). Zero illicit discharges were identified from failing on-site sewer systems during the current reporting period |

|   |  |
|---|--|
| <p><b>Maintenance of On-Site Sewer Systems:</b><br/>Develop media to facilitate proper maintenance of on-site sewer systems. Educational material options include brochures, flyers, and/or websites.</p>   | <p>1 brochure, 1 flyer, and a stormwater quality website were developed and made available.</p>  |
| <p><b>Sanitary Sewer Capital Improvement Projects:</b> Document and report on sanitary sewer system capital improvement projects that result in the reduction of sanitary sewer overflows, lift station improvements, and/or a reduction in the magnitude of stormwater inflow and infiltration into the sanitary sewer system.</p> | <p>1 sanitary sewer capital improvement project has taken place during the reporting period.</p> |

7. Assess the progress to determine BMP's effectiveness in achieving the benchmark.

| <b>Benchmark Indicator</b>                        | <b>Description/Comments</b>  |
|---|--|
| <p>Number of sources identified or eliminated</p> | <p>Outfall inspections were conducted on approximately 20% of the identified outfalls; there were zero illicit discharges identified from bacterial sources during the reporting period.</p> |
| <p>Number of education materials developed</p>    | <p>2 types of brochures, 1 flyer, and a stormwater quality website that address bacteria sources were developed and made available</p>   |

**The permittees assess progress in achieving benchmarks and determining the effectiveness of BMPs by evaluating program implementation measures. The following indicators are utilized to assess progress towards the benchmark(s): the number of illicit discharge sources identified or eliminated, number of public education materials developed, number of sanitary sewer improvement projects, and results of outfall inspection activities. After review, the permittees have maintained 100% compliance with the measurable goals and implementation schedule established in their SWMP and believe the continued implementation of these focused BMPs will continue to make progress towards the desired benchmark value.**

## E. Stormwater Activities

Describe activities planned for the next reporting year:

| <b>MCM(s)</b> | <b>BMP</b>                               | <b>Stormwater Activity</b>  | <b>Description/Comments</b>   |
|---------------|--|---|---|
| 1             | Flyers and Brochures                     | Develop or maintain on the stormwater website at least 2 types of flyers/brochures per year                               | Development of flyers and brochures for the purpose of educating the public on stormwater impacts and ways they can minimize stormwater pollution.                |
| 1             | Education of Children                    | Develop at least 1 type of educational material annually for children   | Development of educational materials for school age children in order to foster a respect for water quality at an early age.                                      |
| 1             | Education of Construction Site Personnel | Make available annually on stormwater website at least 1 guidance document or brochure on construction site runoff issues | Development of guidance materials for construction site personnel on the proper installation and maintenance of erosion and sediment controls.                    |
| 1             | Public Service Announcements             | Maintain at least 1 PSA on the Coalition's stormwater website annually to educate the public about water quality          | Utilize PSAs on the Coalition's stormwater website to educate the public on the impacts of stormwater pollution and steps they can take to improve water quality. |
| 1             | SWMP Posting                             | Post a copy of the SWMP on the Coalition's stormwater website no later than 30 days after the TCEQ approval date          | Post a copy of the SWMP on the Coalition's stormwater quality website for the public to review.   |

|   |                                   |  |   |
|---|-----------------------------------|--|---|
| 1 | Annual Report Posting             | Annually post a copy of the most recent annual report on the stormwater website no later than 30 days after the due date                                       | Post a copy of each year's annual report on the Coalition's stormwater quality website for the public to review.  |
| 1 | SWMP Review                       | Conduct annual review of SWMP and perform any necessary updates  | Conduct an annual review of the Coalition's stormwater management program and perform any necessary updates.  |
| 1 | Stormwater Hotline                | Develop or maintain on the stormwater website at least 2 types of materials/media per year that informs the public about reporting stormwater quality concerns | Advertise appropriate phone numbers for citizens to participate in the implementation of control measures by reporting illicit discharges, illegal dumping, spills, and construction site discharge issues.   |
| 1 | SWMP Public Notice                | Comply with TCEQ public notice requirements for the TXR040000 permit renewal process   | The Coalition will adhere to all state and local public notice requirements during the TXR040000 permit renewal process.  |
| 1 | Stormwater Quality Website        | Maintain and make available annually a stormwater quality website  | Develop and maintain a stormwater quality website to ensure that the public can easily find information about the SWMP and inform citizens about steps they can take to improve water quality.  |
| 1 | Educational Material Distribution | Maintain collection of education materials on the stormwater quality website annually for local community organizations to view                                | Provide local community organizations with the opportunity to assist in the distribution of stormwater quality educational materials by providing them with materials for distribution at their meetings, when requested. All educational materials will be included on the stormwater quality website for viewing by the public. |



|   |                         |   |   |
|---|-------------------------|---|---|
| 2 | MS4 Outfall Inspections | Inspect 20% of the outfalls within the urbanized area annually  | Conduct inspections of all outfalls in the urbanized area (once per permit term) in order to identify and reduce the presence of illicit discharges to the MS4.   |
| 2 | Regulatory Mechanisms   | Maintain ordinances and standard operating procedures in effect annually  | Enforce local illicit discharge regulations prohibiting illicit non-storm water discharges from being discharged into the Coalition's MS4. Within two years from the permit effective date, the coalition will review and revise, if needed, its existing regulatory mechanisms to comply with the current permit requirements. Non-traditional MS4s included in the coalition have standard operating procedures in place for addressing illicit discharges, in lieu of regulatory mechanisms. |
| 2 | IDDE Procedures         | Maintain IDDE standard operating procedures in effect annually  | Maintain procedures and all associated records for tracing/removing the source of an illicit discharge, responding to illicit discharges/spills, inspections in response to complaints, and to prevent/correct leaking on-site sewage disposal systems.   |
| 2 | Public Reporting        | Develop/maintain on the stormwater website at least 2 types of media and/or materials annually to help facilitate public reporting of stormwater quality issues | Develop media to facilitate public reporting of illicit discharges. Options include stormwater hotlines, websites, and flyers/brochures.  |

|   |   |  |   |
|---|---|--|---|
| 3 | Construction Site Plan Review                       | Review 100% of construction plans annually that will result in the disturbances of greater than or equal to one acre, or are part of a common plan of development or sale that will result in the disturbance of one or more acres for compliance with local regulations | Implement a construction site plan review program that focuses on compliance with the local construction regulations and water quality impacts. Plans must meet the requirements established in Part III.B.3(b)(2) subsections a. through c. of TPDES General Permit TXR040000. For non-traditional MS4s, this BMP is limited to the sites operated by the permittee and located within the urbanized area. |
| 3 | Plan Review, Inspection, and Enforcement Procedures | Annually conduct 1 review of standard operating procedures and perform any necessary updates   | Maintain and implement site plan review, inspection, and enforcement procedures that describe which plans will be reviewed, when operators may begin construction, soil stabilization requirements, and how inspection/enforcement actions will be conducted.   |
| 3 | Construction Site Inspection/Enforcement            | Inspect 50% of applicable construction sites per year, or a minimum of 20 inspections  | Conduct inspections of construction sites and associated control measures and enforce local regulatory mechanisms to the MEP. For non-traditional MS4s, this BMP is limited to the sites operated by the permittee and located within the urbanized area.   |

|   |                                 |   |   |
|---|---------------------------------|---|---|
| 3 | Regulatory Mechanisms           | Maintain ordinances and standard operating procedures in effect annually  | Enforce local regulations to address stormwater runoff from construction sites which disturb one acre or more or are part of a common plan of development that disturb greater than or equal to one acre. Within two years from the permit effective date, the Coalition will review and revise, if needed, its existing regulatory mechanisms to comply with the current permit requirements. Non-traditional MS4s included in the Coalition have standard operating procedures in place for addressing construction site stormwater runoff, in lieu of regulatory mechanisms. |
| 3 | Public Reporting                | Develop/maintain on the stormwater website at least 2 types of media and/or materials annually to help facilitate public reporting of stormwater quality issues | Maintain and implement procedures for receipt and consideration of information submitted by the public regarding construction site stormwater runoff.   |
| 4 | Development Project Plan Review | Annually review 100% of the submitted development plans for the inclusion of post construction controls   | Review development plans to ensure compliance with local post construction runoff guidelines and inclusion of appropriate permanent stormwater quality controls.  |

|   |                              |   |  |
|---|------------------------------|---|--|
| 4 | Regulatory Mechanisms        | Maintain ordinances and standard operating procedures in effect annually  | Enforce local post construction stormwater management regulations to address discharges from new development and redevelopment projects which disturb one acre or more or are part of a common plan of development that disturb greater than or equal to one acre. Within two years from the permit effective date, the coalition will review and revise, if needed, its existing regulatory mechanisms to comply with the current permit requirements. Non-traditional MS4s included in the Coalition have standard operating procedures in place for addressing post construction stormwater discharges, in lieu of regulatory mechanisms. |
| 4 | Post Construction Procedures | Annually conduct 1 review of the standard operating procedures and perform any necessary updates  | Develop and maintain standard operating procedures to document records of enforcement actions and procedures for ensuring long-term operation/maintenance of post construction stormwater control measures.  |
| 5 | MS4 Facility Inventory       | Annually maintain an inventory of 100% of the facilities and stormwater controls that the permittee owns and operates within the urbanized area | Maintain an inventory of applicable facilities and stormwater controls pursuant to the requirements established in Part III, Section B.5(b)(1) of TPDES General Permit TXR040000, that each permittee owns and operates within the urbanized area.   |
| 5 | Waste Disposal Procedures    | Annually conduct 1 review of the standard operating procedures and perform any necessary updates  | Maintain standard operating procedures for the appropriate disposal of waste materials from maintenance activities such as floatable collections, dredge spoils, and/or accumulated sediments.   |

|   |                                      |  |   |
|---|--------------------------------------|--|---|
| 5 | Contractor Oversight Procedures      | Annually conduct 1 review of the standard operating procedures and perform any necessary updates | Maintain procedures that contractually require contractors hired by the permittee to perform maintenance activities on permittee-owned facilities to comply with all stormwater control measures, good housekeeping practices, and facility specific stormwater management operating procedures.                      |
| 5 | Operation and Maintenance Activities | Annually conduct 1 review of the standard operating procedures and perform any necessary updates | Maintain and implement general pollution prevention plans that identify potential pollutants of concern and address stormwater discharges from permittee operation and maintenance activities, including road and parking lot maintenance, bridge maintenance, cold weather operations, and right-of-way maintenance. |
| 5 | Litter/garbage Collection            | Conduct litter/garbage collection on an annual basis within the regulated area                   | Conduct garbage and/or litter collection to reduce floatable material discharges to the MS4.  |
| 5 | Municipal Operation Procedures       | Annually conduct 1 review of the standard operating procedures and perform any necessary updates | Maintain standard operating procedures for inspecting/maintaining structural controls at municipal facilities and for conducting employee training for staff members involved in implementing pollution prevention/good housekeeping practices.   |

**F. SWMP Modifications**

1. The SWMP and MCM implementation procedures are reviewed each year.

Yes  No

2. Changes have been made or are proposed to the SWMP since the NOI or the last annual report, including changes in response to TCEQ's review.

Yes  No

If "Yes," report on changes made to measurable goals and BMPs: N/A

| MCM(s)     | Measurable Goal(s) or BMP(s) | Implemented or Proposed Changes (Submit NOC as needed) |
|------------|------------------------------|--|
| <u>N/A</u> | <u>N/A</u>                   | <u>N/A</u>   |

**Note:** If changes include additions or substitutions of BMPs, include a written analysis explaining why the original BMP is ineffective or not feasible, and why the replacement BMP is expected to achieve the goals of the original BMP.

3. Explain additional changes or proposed changes not previously mentioned (i.e. dates, contacts, procedures, annexation of land, etc.). N/A

**G. Additional BMPs for TMDLs and I-Plans**

Provide a description and schedule for implementation of additional BMPs that may be necessary, based on monitoring results, to ensure compliance with applicable TMDLs and implementation plans. N/A

| BMP        | Description | Implementation Schedule (start date, etc.) | Status/Completion Date (completed, in progress, not started) |
|------------|-------------|--|--|
| <u>N/A</u> | <u>N/A</u>  | <u>N/A</u>                                 | <u>N/A</u>   |

## H. Additional Information

1. Is the permittee relying on another entity to satisfy any permit obligations?

Yes  No

If "Yes," provide the name(s) of other entities and an explanation of their responsibilities (add more spaces or pages if needed)

Name and Explanation: City of Lake Jackson, see explanation below

Name and Explanation: City of Alvin, see explanation below

Name and Explanation: City of Angleton, see explanation below

Name and Explanation: City of Clute, see explanation below

Name and Explanation: City of Richwood, see explanation below

Name and Explanation: City of Freeport, see explanation below

Name and Explanation: Velasco Drainage District, see explanation below

Name and Explanation: Brazoria Drainage District No. 4, see explanation below

Name and Explanation: Angleton Drainage District, see explanation below

Name and Explanation: Brazoria County Conservation & Reclamation District No. 3, see explanation below

All permittees listed in this annual report are participating members in the Brazoria County Stormwater Quality Coalition and are responsible for the implementation of the programs as indicated in the "MS4 Responsibilities" section of the SWMP. Some of the activities are being conducted as a group, such as the development of public education materials, guidance documents, standard operating procedures, and SWMP meetings.

2.a. Is the permittee part of a group sharing a SWMP with other entities?

Yes  No

2.b. If "yes," is this a system-wide annual report including information for all permittees?

Yes  No

Authorization Number: **TXR040154** Permittee: **Brazoria County**

Authorization Number: **TXR040140** Permittee: **City of Lake Jackson**

Authorization Number: **TXR040135** Permittee: **City of Freeport**

Authorization Number: **TXR040139** Permittee: **City of Clute**

Authorization Number: **TXR040136** Permittee: **City of Angleton**

Authorization Number: **TXR040141** Permittee: **City of Richwood**

Authorization Number: **TXR040138** Permittee: **City of Alvin**

Authorization Number: **TXR040142** Permittee: **Velasco Drainage District**

Authorization Number: **TXR040144** Permittee: **Brazoria Drainage District No. 4**

Authorization Number: **TXR040137** Permittee: **Angleton Drainage District**

Authorization Number: **TXR040148** Permittee: **Brazoria County Conservation  
& Reclamation District No. 3**



## I. Construction Activities

1. The number of construction activities that occurred in the jurisdictional area of the MS4 (Large and Small Site Notices submitted by construction site operators):

30

2a. Does the permittee utilize the optional seventh MCM related to construction?

Yes  No

2b. If "yes," then provide the following information for this permit year:

|   |            |
|---|------------|
| <b>The number of municipal construction activities authorized under this general permit</b> |            |
| The total number of acres disturbed for municipal construction projects                     | <b>N/A</b> |

**Note:** Though the seventh MCM is optional, implementation must be requested on the NOI or on a NOC and approved by the TCEQ.

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Monday, November 21, 2022 at 6:00 p.m. at the Freeport Police Department, Municipal Court Room, 430 North Brazosport Boulevard, Freeport Texas for the purpose of considering the following agenda items:

City Council: Mayor Brooks Bass  
Councilman Jeff Pena  
Councilman Jerry Cain  
Councilman Mario Muraira

Staff: Tim Kely, City Manager  
Lance Petty, Assistant City Manager/PWD  
Betty Wells, City Secretary  
Tommy Ramsey, Interim City Attorney  
Cathy Ezell, Finance Director  
Jaason Schafer, Freeport Fire/EMS  
Toby Cohen, IT Manager  
Jennifer Howell, Freeport Police Chief  
Donna Fisher, Human Resource Director  
Ana Silbas, Main Street Coordinator  
Johnnie Kaye Ramsey, Court Clerk  
Wade Dillon, Museum Manager

Visitors: George Matamoros  
Melanie Oldham  
Kenny Hayes  
Ruby Marshall  
Eric Hayes  
Mr. Falk (Bickerstaff)  
Bob Casale  
Karla Clark  
Sam Reyna  
Pam Dancy  
Shonda Marshall  
Keith Stumbaugh  
Nicole Mireles  
Karla Clark

**Call to order.**

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

**INVOCATION AND PLEDGE OF ALLEGIANCE:**

Invocation was a moment of silence, and Pledge was led by Mayor Bass.

**CITIZENS' COMMENTS:**

Nicole Mireles spoke to council of the transit system in Freeport, she said there are no benches nor covers at the bus locations. She called the transit company, and was told the cost of the cover is \$10,000. She

said the CCF is willing to do their part in contributing to this project and asked council to find a way to help.

Sam Reyna resident at 2002 North Ave G, spoke to council of the live recordings for the board and committees. He is not in favor of this resolution. He also spoke of council being allowed to do investigations, he said he agrees that item #14 to modify the agenda policy and he agrees it should be modified.

George Matamoros said he just wants to say he is thankful for the projects that have been done in the city. He said the sidewalk project that Lance and his crew has been working on. He also thanked staff that he been in contact with TxDot, and the road repair that has begun on Brazosport Boulevard.

Pam Dancy said that it is important that we get benches and covers for our bus stops. She also spoke of the Zoning Map.

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

Mingo Marquez, President of the EDC introduced Robert Johnson, the new Director of the EDC. and Ana Silbas was introduced as the new Mainstreet Manager.

Presentation of Employee of the Month for the Month of October 2022.

Mr. Kelty presented the employee of the month to Johnnie Kaye Ramsey, for the month of October 2022.

### **CONSENT AGENDA**

Consideration and possible action on the approval of City Council meeting minutes from November 7, and November 14, 2022.

Consideration and possible action for road closures for the MLK, Jr. Parade on January 16, 2023.

Consideration and possible action for road closures for Downtown Holiday Market on Saturday December 19, 2022

Councilman Pena asked that item #3 be pulled from Consent Agenda.

A motion was made to approve the consent agenda item #'s 1 & 2 by Councilman Cain, seconded by Councilman Pena. With all present voting "Aye" 4-0 council unanimously approved the Consent Agenda, item # 2 & 3.

### **COUNCIL REGULAR AGENDA**

Consideration and possible action for road closures for Downtown Holiday Market on Saturday December 10, 2022

Councilman Pena asked Freeport Museum Manager, Wade Dillon what the process is for vendors? He said he is curious why participation by vendors was so low at the last Holiday Market. Mr. Dillon said the weather had a large part to play. He said there are vendor applications, and if there are not enough vendors, then we will call it off.

A motion was made to approve the road closures for Downtown Holiday Market on Saturday December 10, 2022 by Councilman Pena, seconded by Councilman Cain. With all present voting "Aye" 4-0 council unanimously approved road closures for Downtown Holiday Market on Saturday December 10, 2022.

**Public Hearing: Public Hearing for the Redistricting of the Council Wards, and a Public Drawing Session.**

Mayor Bass opened the Public Hearing at 6:25 PM.

Mr. Falk with Bickerstaff explained what the redistricting is about, and that Federal Law says difference in population between the largest and smallest wards must be no greater than 10%. Mr. Falk presented two proposed maps. One Plan A, and the other Plan B.

Keith Stumbaugh with the Redistricting Citizen Advisory Committee, said the committee recommends Plan A. However, he said they also discussed Velasco Boulevard as a boundary between Ward A & B and if there was a way to make that so it was recommended.

Pam Dancy asked who the Advisory Board consisted of? She was told Eric Hayes, Kenny Hayes, Keith Stumbaugh, and Raul Ramirez.

There was a lengthy discussion by Council on the Plans A & B. During the drawing session, with suggestions by Council options C and D were developed. Option D held the consensus of Council as the cleanest and best option with an overall deviation of 7.11%. All of Council agreed on a new Plan D Map.

**Consideration and possible action for the designation of streets for Interlocal with County.**

Assistant City Manager/PWD, Lance Petty presented to council the designation of streets for the Interlocal with Brazoria County. He said this is the same plan that was presented at the meeting on November 7. He passed out information on streets that Councilman Pena asked for. Mr. Petty said with the recommendations from Councilman Pena, there would be 9 streets removed from the original list of roads in order to add the beach road. The total on the alternate change will be a total of 1.88 miles, with the total \$363,288 and the original list of roads is 2.12 miles with a total of \$390,742.

Councilman Pena said this will save the City some money. Mr. Petty said it does however remove four roads out of Ward A, and five roads out of Ward D which will still need to be done in the future. Councilman Cain asked which roads are in the worst shape? Mr. Petty said if he were to grade them, DeZavala and Perry are the two worst. Councilman Cain said he has a hard time taking nine streets off of the list, without looking at them first. He asked how hard is it to submit changes, and is there a time crunch on this? Mr. Petty said there is opportunity to remove but, a lot of hurdles to get there. There is a time frame, we have to get this signed by the Mayor and back to the County to be approved by the Commissioners Court as soon as possible. The longer we put this off the further down we get on this list for the street repairs on the following year.

A motion was made by Councilman Pena to approve the alternate streets he had recommended including the Beach Road for County Interlocal. With a lack of second, the motion died.

A motion was made by Councilman Cain to approve the County Interlocal Street Repair as originally recommended. Seconded by Mayor Bass. With discussion that followed.

Councilman Muraira asked if Slaughter Road could have footage taken off to allow for the beach road? He said we can give some footage to Councilman Pena. Mr. Petty said he would not recommend removing anything from Slaughter; this road is in very bad shape.

Councilman Cain said for the record he is not anti-beach, but he feels like the roads less traveled is not the important part. He said the important part is the roads that need the most repair.

Councilman Muraira said he sees Councilman Pena's vision for the beach, but these streets need repair.

Mayor Bass called the motion for a vote, with a 3-1 vote council approved the County Interlocal Street Repair as originally written. Mayor Bass, Councilmen Cain and Muraira voted "Aye" Councilman Pena voted "Ney".

Consideration and possible action for the awarding bid to B3 Resources, LLC., for Riverside Parking Lot, and authorizing the Mayor to sign the resulting contract.

Assistant City Manager/PWD, Lance Petty presented to council recommendation to award bid to B3 Resources, LLC., for Riverside Parking Lot, and authorizing the Mayor to sign the resulting contract. He said the city went out for sealed bids and received one bid. He said B3 came in at \$66,000. Staff recommends awarding the bid to B3 Resources, LLC., and authorizing Mayor to sign the contract.

A motion to approve awarding bid to B3 Resources, LLC., for Riverside Parking Lot, and authorizing the Mayor to sign the resulting contract by Councilman Pena. Seconded by Councilman Muraira with all present voting "Aye" council unanimously approved awarding bid to B3 Resources, LLC., for Riverside Parking Lot, and authorizing the Mayor to sign the resulting contract.

Consideration and possible action for awarding bid to B3 Resources, LLC., Recreation Center Parking Lot, and authorizing the Mayor to sign the resulting contract.

Assistant City Manager/PWD, Lance Petty presented to council possible action for awarding bid to B3 Resources, LLC., Recreation Center Parking Lot, and authorizing the Mayor to sign the resulting contract. Mr. Petty said B3 was the only bidder on this project. This will be an 80'x80' additional parking area for the Freeport Rec Center. He said if this is approved it will provide 20 additional parking spaces at the North end of the rec center. Mr. Petty said this is a budgeted item and it came in below budget at \$63,355. Staff recommends awarding this to B3 Resources, LLC.

Councilman Pena asked how many estimates did we get on this? Mr. Petty said this was advertised for sealed bids, and this is the only bid that came in.

There was a lengthy discussion by Council on the price point on each item that was bid by B3. There was discussion on drainage. There was discussion on the sealed bid process.

A motion to approve for awarding bid to B3 Resources, LLC., Recreation Center Parking Lot, and authorizing the Mayor to sign the resulting contract, by Councilman Cain. Seconded by Mayor Bass.

Pam Dancy spoke of city employees parking in citizens parking.

Mayor Bass called the motion for a vote, with a 2-2 vote motion failed. Mayor Bass and Councilman Cain voted "Aye", Councilmen Muraira and Pena voted "Ney".

Consideration and possible action for awarding bid to B3 Resources, LLC., for repair to T-Dock Levee Road, and authorizing the Mayor to sign the resulting contract.

Assistant City Manager/PWD, Lance Petty presented to council possible action for awarding bid to B3 Resources, LLC., for repair to T-Dock Levee Road, and authorizing the Mayor to sign the resulting contract. Mr. Petty said this is a budgeted item. He said we went out for bids, and we received only one from B3 Resources, LLC is the only one that came in, and it came in under budget for \$95,665.10. Staff recommends the approval of awarding bid to B3 Resources, LLC.

Councilman Cain said with this repair we will be able to see the kids playing at the playground which inside of the levee. Mayor Bass said this is for the safety for our children.

A motion to approve awarding of bid to B3 Resources, LLC., for repair to T-Dock Levee Road, for the safety of our children, and authorizing the Mayor to sign the resulting contract by Mayor Bass. Seconded by Councilman Cain. With discussion that followed.

The question was asked for square footage of this project. Mr. Petty said 13,430. Councilman Pena spoke on the cost of widen of the road. There was discussion by Councilman Pena on the condition of the road, and its condition, being good.

George Matamoros said he feels these bids need to be approved.

Mayor Bass called the motion for a vote, with a 2-2 vote motion failed. Mayor Bass and Councilman Cain voted "Aye". Councilmen Muraira and Pena voted "Ney".

Consideration and possible action for awarding bid to Tra-Con, for the Velasco House improvement, and authorizing the Mayor to sign the resulting contract.

Assistant City Manager/PWD, Lance Petty presented to council the possible action for awarding bid to Tra-Con, for the Velasco House improvement, and authorizing the Mayor to sign the resulting contract. He said the City went out for bids, and two bids were received. Mr. Petty said this is a budgeted item. Staff recommends awarding the bid and contract to Tra-Con, they came in under budget at \$57,770. He said the Velasco Community House remodel, will bring this rental space up to code, and improve the city's rental space for the citizens.

A motion was made to approve awarding bid to Tra-Con, for the Velasco House improvement, and authorizing the Mayor to sign the resulting contract. Seconded by Councilman Cain. With discussion that followed.

Councilman Pena said he does not agree with putting money into this place, when we have the Riverplace and when we have the opportunity to put in a Rec Center with a meeting space. He said he would like to vote on this at the next meeting.

Mayor Bass called the motion to a vote. With a 3-1 vote, motion passed. Mayor Bass, Councilmen Cain and Muraira voted "Aye". Councilman Pena voted "Ney".

Consideration and possible action for awarding bid to Tra-Con, for the improvement of the roof and painting of the Service Center Warehouse, and authorizing the Mayor to sign the resulting contract.

Assistant City Manager/PWD, Lance Petty presented to council the possible action for awarding bid to Tra-Con, for the improvement of the roof and painting of the Service Center Warehouse, and authorizing the Mayor to sign the resulting contract. Mr. Petty said this is an approved budgeted item. He said the city went out for sealed bids, and we received three. Staff is recommending awarding the bid to Tra-Con. He said we need to get the roof repaired and bring the exterior up so it is good in the eye of the public.

A motion to approve awarding bid to Tra-Con, for the improvement of the roof and painting of the Service Center Warehouse, and authorizing the Mayor to sign the resulting contract by Councilman Cain, seconded by Mayor Bass, with discussion that followed.

There was a lengthy discussion by Councilman Pena on the service center and it is continually needing to be remodeled. He said he is not interested in putting more money into projects, that don't help our bottom line. Mr. Petty said this is the service center where all of our equipment is stored, and if we do not repair it now it will cost three times more next year.

Mayor Bass called the motion for a vote, with a 3-1 vote motion passed. Mayor Bass, Councilmen Cain and Muraira voted "Aye". Councilman Pena voted "Ney".

First reading on Resolution 2022-2768 for the approval of the EDC Project – 2022/2023 Local Small Business grant program.

City Manager Tim Kelty read the first reading of Resolution 2022-2768 for the approval of the EDC Project – 2022/2023 Local Small Business grant program. He said the second reading will be on the next Regular City Council meeting.

No action was needed on this item.

Discuss and take possible action on Resolution No. 2022-2769 to require FB Live recordings of ALL public board meetings at City Hall Chambers.

Councilman Muraira presented to council Resolution No. 2022-2769 to require FB Live recordings of ALL public board meetings at City Hall Chambers. He said he believes we should have all committee meetings with the Facebook live. It shows transparency. Councilman Pena said Planning and Zoning, Charter Review, Board of Adjustments, and Historical Museum and Main Street Board should all be Facebook live and held in Council Chambers.

Mayor Bass said the way the item is written, this is all boards and committees. Interim Attorney said this includes all boards and committees that are subject to Open Meetings requirements.

A motion to approve Resolution No. 2022-2769 to require FB Live recordings of ALL public board meetings at City Hall Chambers by Councilman Pena, seconded by Councilman Muraira. With discussion that followed.

Councilman Cain said just as the Disclosure Statement, we will lose a lot of members with this Resolution. He said he does not feel this is the right thing for the City of Freeport.

Councilman Muraira said he feels this is appropriate.

Tobey Cohen, IT Manager spoke regarding our inability to ensure Facebook Live data is retained indefinitely.

Mayor Bass called the motion for a vote, with a 2-2 vote motion failed. Mayor Bass and Councilman Cain voted “Ney” Councilmen Muraira and Pena voted “Aye”.

Discuss and Take Possible Action to Modify Agenda policy review to determine what info is required by Council and City Staff to produce.

Councilman Pena presented to council the possible action to modify agenda policy review to determine what info is required by council and city staff to produce. He spoke of the now requirement by council members to provide documentation to staff for any item placed on the agenda. He spoke of having to fill out the memo for the agenda. He said he wants to make sure fair is fair, and each councilmember has this requirement.

A motion was made by Councilman Pena to modify agenda policy review to determine what info is required by council and city staff to produce, seconded by Councilman Muraira. With discussion that followed.

Mayor Bass explained the ordinance that was passed for the agenda policy, and the requirements for Council to add to the agenda. Mayor Bass said one of the reasons this was passed was because of last minute additions being made to the agenda, as well as the need for documentation for the item by the person requesting.

There was a lengthy discussion by Councilman Pena.

Mayor Bass called the motion to a vote, with a 2-2 vote motion failed. Mayor Bass and Councilman Cain voted “Ney”. Councilmen Muraira and Pena voted “Aye”.

## **WORK SESSION:**

Councilman Pena thanked Mayor Bass for the moment of silence for the national tragedy. Councilman Pena spoke on the citizen comments. He said he agrees that we need additional funding for the bus stop, he said we need benches and covers for these stops. He congratulated Mr. Johnson on his position of Director with the EDC. He spoke on the sewer issue of 9<sup>th</sup> and 12<sup>th</sup> Street. Mr. Kelty said there was a breakdown in the sewer line. He said GLO approved the repair without effecting the Grant.

Councilman Cain spoke of the bus route and the benches and covers, he said the City and EDC needs to try and come up with funds for this. He said we need to look into why the city is not receiving the funds from the transit, we need to make sure they are doing their share. Councilman Cain thanked Mr. Kelty for the light issue on Dixie Drive, and getting it taken care of. Mr. Kelty said this was reported to Centerpoint, he said that a line has been cut. He said we are looking who is responsible for this. Councilman Cain spoke of the sections of street repair on 288. Mr. Kelty said TxDOT will get this repaired this FY. Councilman Cain said the sections that are done, are nice.

Councilman Muraira asked about the lighting plan? Mr. Kelty said I will get an update by the next meeting. Councilman Muraira asked when people can begin to file for Ward D position? Mr. Kelty said the filing is open now and ends on December 27. Councilman Muraira asked about the driveway on the 1700 block of 5<sup>th</sup> Street. Mr. Petty said 5<sup>th</sup> Street, driveway is between the homeowner and the contractor. Mr. Petty spoke on 8<sup>th</sup> Street concern with the concrete. He said the engineers met him and Mr. Kelty on



site, and discussed the issues. The engineer came back and said there was a letter of notice to correct. They will require them to remove the concrete and repour. Councilman Muraira asked the timeframe. Mr. Petty said by the end of December. Councilman Muraira asked about a car crash between Yaupon and Broad. Mayor Bass said there was an accident at the intersection of 4<sup>th</sup> Street and Yaupon, a Trooper was involved. Councilman Muraira said there needs to be a sign that says "Stop Ahead" on 4<sup>th</sup> Street.

City Manager Tim Kelty said he had a meeting with TxDot and they have a major grant potential for the city to get, this will be for pedestrian and transit type projects. Also, for sidewalks along Gulf Boulevard and Brazosport Boulevard in conjunction with this. He said we are moving forward with the grant for \$1.837 million with the projects for pump station ground storage tanks at Ave F.

Update on reports / concerns from Department heads

**CLOSED SESSION:**

Open Session was closed at 9:26 PM.

Councilman Pena made a motion to not invite Mr. Kelty and Ms. Wells into Executive Session. There was no second, motion fails.

Executive Session was closed at 10:30 PM.

No action was taken from Executive Session.

Adjourn

On a motion by Councilman Cain, seconded by Councilman Pena, with 4-0 vote, Mayor Bass adjourned the meeting at 10:30 P.M.

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Mayor, Brooks Bass  
City of Freeport, Texas

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City Secretary, Betty Wells  
City of Freeport, Texas



## City Council Agenda Item # 4

**Title:** Second reading and consideration of resolution approving economic development projects to be enacted by the Freeport Economic Development Corporation.

**Date:** December 5, 2022

**From:** Tim Kelty, City Manager & Robert Johnson EDC Director

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**Staff Recommendation:** Staff recommends City Council approve the Resolution for the requested EDC Economic Development projects

**Item Summary:**

The EDC has identified the Business Improvement Grant Program as an economic development project it would like to consider for funding in the 2022-2023 fiscal year. Because of its nature, it is required to have City Council approval following two readings. This is the second of two required readings.

**Background Information:**

**1. 2023 LOCAL BUSINESS IMPROVEMENT GRANT PROGRAM**

The local business improvement grant program provides grant funding from the EDC under several categories including Façade Improvements, Sign Improvements, General Property Improvements, Landscaping Improvements and Fire Suppression Improvements. Applications for these categories are accepted anytime and considered individually as they are received. Funding for these categories is available up to \$10,000. There is also a single Mega Grant of up to \$30,000 which will be competitively offered with one awarded per year in May. Businesses that receive the grant are reimbursed 50% of their documented and qualified expenses up to the maximum grant amount. The EDC is requesting council approval of up to \$150,000 in the 2022-2023 fiscal year for this program.

The purpose of this program is to promote the development and expansion of new and existing business enterprises within the city of Freeport, and enhance the economic welfare of the citizens of the city by securing and retaining business enterprises and maintain a higher level of employment, economic activity and stability.

**Special Considerations:** The EDC conducted a required public hearing with no opposition to this proposed project.

**Financial Impact:** Funding for these projects would come out of the \$1.125 million Special Project line included in the EDC fiscal year budget for projects.

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

Following a public hearing on the issue, EDC voted to recommend approval of these project at the mentioned dollar limits.

**Supporting Documentation:** Resolution, Business Improvement Grant Program Guidelines and Criteria.

**RESOLUTION NO. 2022-2768**

**A RESOLUTION OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; APPROVING AN ECONOMIC DEVELOPMENT PROJECT TO BE ENACTED BY THE FREEPORT ECONOMIC DEVELOPMENT CORPORATION; AND PROVIDING THAT THIS RESOLUTION SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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

**WHEREAS**, the Freeport Economic Development Corporation (the "EDC") is a "type B" nonprofit economic development corporation, authorized under Texas Development Corporations Act, Title 12, Section 501.001 et. seq. specifically Chapter 505 of said Act; and,

**WHEREAS**, the EDC's specific purpose is to sustain economic development efforts and promote business development in the City; and,

**WHEREAS**, the City and the EDC have made the specific findings that the EDC may pursue the development project set forth below, that said project is authorized by the Texas Development Corporation Act, and that the project promotes economic development within the City of Freeport and satisfies the requirement of serving a public purpose; and,

**WHEREAS**, prior to passage of this resolution, the City Council conducted two (2) public readings of this resolution, in open session of duly noticed and posted council meetings, and further finds that a duly noticed and posted public hearing was previously held by the EDC on the projects contained herein.

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

**FIRST**, the City Council of the City of Freeport finds that the facts recited in the preamble hereof are true.

**SECOND**, the City Council of the City of Freeport hereby approves the following economic development project: "2022-2023 Local Business Improvement Grant Program";

**THIRD**, the funds to fund the above project have been budgeted and no further authorization is required from the City Council for the EDC to implement the above project.

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

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

APPROVED:

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Brooks Bass, Mayor  
City of Freeport, Texas

ATTEST:

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Betty Wells, City Clerk  
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

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David Olson, City Attorney  
City of Freeport, Texas



# **FREEPORT**

## **ECONOMIC DEVELOPMENT CORPORATION**

### **Business Improvement Grant Program Guidelines and Criteria**

#### **Section 1. Purpose**

The purpose of this program is to promote the development and expansion of new and existing business enterprises within the City limits of Freeport, Texas and enhance the economic welfare of the citizens of the City by securing and retaining business enterprises and maintaining a higher level of employment, economic activity, and stability.

#### **Section 2. Type and amount of grants**

##### **A. Façade Improvement:**

Exterior front façade enhancements. Improvements may be considered if located on a corner or paralleling an internal public space such as a park, parking lot, pedestrian way, or visible from a public right-of-way.

Improvements to store facade including, but not limited to:

Exterior painting that incorporates a major visual change (Maintenance painting does not apply.);

Significant masonry cleaning and/or restoration;

Addition of awnings (business logo & letters on awnings are acceptable);

Enhanced exterior building lighting that creates a noticeably enhanced appearance (Replacement of current lighting that is simply repair does not enhance the appearance of the building, such as replacement of inoperable fixtures and is not included.);

Store front entry systems and individual windows and door replacement or modification (if part of an overall design restoration; general building maintenance repairs are not included);

New or restored façade elements, such as cornices, soffits, canopies, and other detail elements.

The grant amount may be up to 50% of the cost of such improvement, up to a maximum of \$10,000

**B. Sign Improvement:**

New signs and/or major renovations or removal of existing signs. Typically LED Signs are not approved but may be reviewed on a case-by-case basis if integrated into an overall sign.

The grant amount may be up to \$3,500 for an existing business and \$1,000 for a new business.

**C. Property Improvement:**

Items such as, but not limited to, parking lot resurfacing, striping, driveway improvement, lighting, decorative fencing, pedestrian oriented/streetscape amenities, including street furniture, new curb and sidewalk, and related amenities, demolition and/or removal of a dilapidated structure

The grant amount may be up to 50% of the cost of such improvement, up to a maximum of \$10,000.

**D. Landscaping Improvement:**

Material such as, but not limited to, grass, ground covers, shrubs, vines, hedges, trees or palms, landscape lighting and non-living durable materials that are commonly used in landscaping such as, but not limited to, rocks, pebbles, sand, but excluding paving. (All living materials will be reviewed at 25% of the cost if irrigation is not present or will be applied)

The grant amount may be up to 50% of the cost of such improvement, up to a maximum of \$10,000.

**E. Fire Suppression System Grant:**

The purpose of this grant is to assist payment for purchase and installation of a sprinkler/fire suppression system as required by the Freeport Fire Marshall. The grant application must contain documentation from the applicant and the Freeport Fire Marshall containing a floorplan, a diagram of the proposed system, and the specific occupancy and use that was submitted to the Freeport Fire Marshall. If this grant is provided to a leased space, the landlord and tenant are jointly responsible to pay back the grant if the applicant fails to complete the performance requirements. Further, this grant will only be made for an active retail business or a business that has signed a lease to begin operation of a retail business.

The grant amount may be up to 50% of the cost of such improvement, up to a maximum of \$25,000.

**F. MEGA Grant:**

Can be a combination of Grant Type A, C, or D or can stand alone as either. This grant will be reserved for those business that are within the defined Downtown boundaries as laid out by our Community Comprehensive Plans or at the discretion of the FEDC Board of Directors. Must provide 1 additional Job with this grant. This grant will be awarded to one (1) applicant per a fiscal year (October 1<sup>st</sup>- September 30<sup>th</sup>). Grant applications will be accepted starting October 1<sup>st</sup> and will close February 28<sup>th</sup>. Review will be held in March and notification of grant recipient will be announced by May 15<sup>th</sup>. The grant amount may be up to 50% of the cost of such improvement up to a maximum of \$30,000.

**Section 3. Eligibility**

- A. All business buildings and facilities located within the City at the time of adoption of these guidelines shall be eligible for this program.
- B. Any new business planning to locate within the City, or any business currently located within the city limits, shall be eligible for this program.
- C. A *business* is defined as an occupation, profession, or trade in the purchase or sale of goods or services in an attempt to make a profit.
- D. The proposed project must comply with applicable regulations, city- approved planning studies, comprehensive plan designations, City Ordinances, Building Codes, and Americans with Disabilities Act Guidelines.
- E. All applicants must be current and provide FEDC with documentation providing they are current with all Ad Valorem Taxes.
- F. Grants may not be used for refinancing existing loans, working capital, inventory, permits, inspections, security fencing or gates, home occupations, interior remodeling, new construction, and routine maintenance of landscaping and signage (with the exception of letters/logos on new awnings).

**Section 4. Guidelines**

- A. Proof of the applicant's ownership of the subject facility or facilities, or proof that the owner of such facility has approved the application for such grant funds, shall be required.

- B. The owner of a business to be operated within a leased facility, and the owner of such lease facility, must apply jointly for the program. Copies of a lease agreement and proof of ownership of the leased facility shall be required.
- C. A business or property owner may apply for one (1) or more of the four (4) types of grants per physical location (address) set forth herein within any fiscal year (October 1 to September 30). A business that receives grant funding during a fiscal year shall not be precluded from making subsequent applications for funding in following years.
- D. The maximum amount of funding available to any one applicant, business establishment or property owner at one physical location (address) shall be \$50,000.00 per fiscal year unless applying for the mega grant.
- E. All grants are reimbursement grants and will only be funded after completion of the project in accordance with drawings and specifications approved by the Freeport Economic Development Corporation Board of Directors and after the applicant submits to the FEDC proof of paid receipts for all applicable labor, materials, and permits. Digital photographs of the completed work shall also be required.
- F. Reimbursement grants are a cash payment of up to the approved percentage of funds expended by the applicant on the improvements and are not to exceed the limits set forth in Section 2(A), (B), and (C) hereof. In-kind contributions to the improvements by the applicant will not be considered as an expenditure by the applicant. Only cash expenditures by the applicant may be used in calculating the cost of improvements.
- G. The applicant shall be obligated to make the improvements in accordance with the application submitted to and approved by the FEDC Board of Directors. Thereafter, any modifications must first receive written approval by either the FEDC Board or the FEDC Executive Director. Failure to obtain such written approval prior to making any such modifications shall render the applicant ineligible to receive grant funding.
- H. The applicant shall be responsible for obtaining all applicable permits related to the improvement project, and failure to do so will render the applicant ineligible to receive grant funding.
- I. The improvements, as presented in the application, must be completed in their entirety. Failure to complete all of the stated improvements shall render the applicant ineligible to receive grant funding.
- J. Upon approval of a grant application, and during the construction of the improvements, a representative or representatives of the FEDC shall have the right, at all reasonable times, to have access to and inspect the work in progress.
- K. The applicant shall not begin any improvements prior to receiving written approval of grant funding from the FEDC.



- L. The applicant must complete the improvement project within six (6) months of receiving written approval therefore from the FEDC. Failure to complete the improvements within the required time period shall result in the loss of the grant funds allocated for the project. Time extensions may be granted at the discretion of the FEDC Board of Directors.
- M. Approval of all applications shall be with the understanding and agreement that, in the event the business (applicant) fails to remain open, or the business or property is sold or transferred and subsequently closes, within twelve (12) months after the funding of the grant, the applicant shall be considered in default of its obligations under the grant, and shall be required to reimburse the FEDC the grant money received.
- N. The applicant must agree that, in the event of default of its obligations, the applicant shall repay to the FEDC the amount of grant funds it has received, with interest, at the rate of 10% per annum, within thirty (30) days after the FEDC notifies the applicant of the default. The form of such payment shall be a cashier's check or money order, made payable to the Freeport Economic Development Corporation.
- O. The applicant must certify that the applicant does not employ nor will it employ any undocumented workers (an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States). The applicant must agree that if, after receiving grant funds, it is convicted of a violation under 8 U.S.C. Section 1324a(f), the applicant shall repay the amount of the grant funds received by the applicant, with interest, at the rate of 10% per annum, within thirty (30) days after the FEDC notifies the applicant of the violation.
- P. The FEDC shall have the authority to bring a civil action to recover any amounts that the applicant must repay to the FEDC under paragraphs M, N, and O of this Section, and in such action may recover court costs and reasonable attorney's fees.

## **Section 5. Application and Approval**

- A. Applications must be made on a form provided by the FEDC, which form shall be made available at the FEDC offices located at 200 West Second Street, Freeport, TX 77541 and on the FEDC website at [www.freeport.tx.us](http://www.freeport.tx.us).
- B. The grant application must include:
- Request Letter describing proposed project and the need for grant funds
  - Establishment of business entity name (Copy of Article of Incorporation, dba, etc.)
  - Copy of business plan
  - Copy of Lease Agreement (if facility is leased)
  - Legal description of subject property
  - Vicinity map of subject property

- Estimates of proposed improvements. This quote shall be utilized only for the purpose of determining the amount of grant needed for the project and any costs incurred in obtaining the quote shall be the responsibility of the applicant, not the FEDC.
  - Itemized work estimates which include details and information such as color samples of paint, fabric, sign material
  - Digital Picture of Property and the area to be improved
  - Written statement from Code Enforcement stating approval of the work to be performed.
  - Notarized Seal on Application
  - Acknowledge that a sign will be placed at your property stating FEDC – Business Improvement Grant Recipient
- C. All applications must be approved by the FEDC Board of Directors
- D. An applicant shall be notified, in writing or email, within (10) ten business days of the FEDC Board’s decision to approve or disapprove its application.
- E. The FEDC may award grant funds to an applicant, with certain provisions, conditions, or other requirements that the FEDC deems necessary or appropriate.
- F. The FEDC Board of Director shall have sole discretion to accept or reject an application. Applications are submitted on a competitive basis and will be graded on but not limited to:
1. Those applicants that best match our Community Comprehensive Plans
  2. Needs of the City of Freeport and FEDC
  3. Best match for our Downtown Specific Plan
  4. Those that will be beneficial for the growth of our Freeport’s Economic Development
- G. During the FEDC meeting to take action on the grant request by the APPLICANT, the board will conduct a Public Hearing which is followed by a 60-day public comment period. No reimbursements will be dispersed until the 60-day public comment period has passed. If public comments are received, the board will review and take any appropriate action.

**Section 6. Funding**

- A. Upon notification to the FEDC by the applicant that a project has been completed, an inspection by a FEDC representative or representatives shall be made to confirm that such project has been completed in accordance with the application or any approved modifications thereto. Such notification shall include, but not be limited to, documentation of paid receipts for materials, labor, permits, inspection reports, an

affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the project improvements have been paid and any and all liens and claims regarding such work have been released, or any other item that the FEDC may reasonably deem necessary for determining the project's completion.

- B. The FEDC agrees to distribute such funds to the applicant within thirty (30) days following the inspection required in paragraph (A) hereof, and confirmation of completion of the project in accordance with the application or any approved modifications thereto. The Executive Director of the FEDC shall issue a letter to the FEDC Board of Directors notifying them of the funding action to be taken. A copy of such letter shall also be provided to the applicant.
- C. Within ten (10) business days following an inspection and the presentation of the receipts as provided in Section 6(A) above, and after a determination is made by the FEDC's representative that the project has not been completed in accordance with the application, or any approved modifications thereof, the Executive Director shall issue a letter to the applicant indicating any and all areas of non-compliance. The applicant shall then have sixty (60) days, from the date of such letter, to make the modifications necessary to bring the project into compliance. Failure to complete such modifications within said sixty-day period shall be deemed a default of applicant's obligations under the grant, and the applicant shall be ineligible to receive grant funding.
- D. Available funding: The FEDC has budgeted \$150,000 per the current fiscal year (October 1 to September 30) to fund improvement grants. Grant applications received after the available funding has been exhausted may be accepted and held until the following fiscal year. The FEDC retains sole discretion to accept or reject applications received after the available funding has been exhausted.

## **Section 7. Miscellaneous**

- A. THE FREEPORT ECONOMIC DEVELOPMENT CORPORATION SHALL DELIVER A COPY OF THESE GUIDELINES TO ANY APPLICANT FOR HIS/HER REVIEW AND THE DELIVERY HEREOF DOES NOT CONSTITUTE AN OFFER OF A BUSINESS IMPROVEMENT GRANT TO THE APPLICANT.
- B. THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THE INTERPRETATION, VALIDITY, PERFORMANCE, AND ENFORCEMENT OF THIS BUSINESS IMPROVEMENT GRANT PROGRAM. IF ANY PROVISION OF THIS BUSINESS IMPROVEMENT GRANT PROGRAM IS HELD TO BE INVALID OR UNENFORCEABLE, THE VALIDITY AND ENFORCEABILITY OF THE REMAINING PROVISIONS SHALL NOT BE AFFECTED THERE.

**ACKNOWLEDGMENT OF RECEIPT OF AND AGREE TO COMPLY WITH THE GUIDELINES AND CRITERIA FOR BUSINESS IMPROVEMENT GRANT PROGRAM BY THE FREEPORT ECONOMIC DEVELOPMENT CORPORATION**

Applicant: \_\_\_\_\_

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

Phone No.: \_\_\_\_\_

*Signature:* \_\_\_\_\_

Property Owner/Landlord: \_\_\_\_\_

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

Phone No.: \_\_\_\_\_

*Signature:* \_\_\_\_\_

This acknowledgement page must be signed and returned to the Executive Director of Freeport Economic Development Corporation. Please retain the Guidelines and Criteria for your records.

**Applicants are strongly encouraged to shop local Brazoria County businesses for products and services.**



# **FREEPORT**

**ECONOMIC DEVELOPMENT CORPORATION**

## **Application for Business Improvement Grant**

### **DOCUMENTATION CHECKLIST** **Business Improvement Grant Program**

As a part of this application, the following documentation is being provided by the applicant:

- \_\_\_\_\_ 1. Request Letter describing proposed project and the need for grant funds
- \_\_\_\_\_ 2. Establishment of business entity name  
(Copy of Articles of Incorporation, dba, etc.)
- \_\_\_\_\_ 3. Copy of lease agreement (if facility is leased)
- \_\_\_\_\_ 4. Copy of business plan
- \_\_\_\_\_ 5. Legal description of subject property (Exhibit A)
- \_\_\_\_\_ 6. Vicinity map of subject property (Exhibit B)
- \_\_\_\_\_ 7. Estimates of proposed improvements (Exhibit C)  
Itemized work estimates which include details and information such as color samples of paint, fabric, and sign material
- \_\_\_\_\_ 8. Digital Pictures of Property and area to be improved (Exhibit D)
- \_\_\_\_\_ 9. Acknowledge that a sign will be placed at your property stating  
FEDC-Business Improvement Grant Recipient
- \_\_\_\_\_ 10. Signed statement from Code Enforcement stating project is in compliance  
with City Ordinance

I (We), referred to as “APPLICANT”, on behalf of the identified entity, submit to the Freeport Economic Development Corporation, referred to as “FEDC”, this application for consideration of a Business Improvement Grant under the provisions of the FEDC’s Business Improvement Grant Program.

As part of this application, APPLICANT represents to FEDC the following:

1. APPLICANT has received a copy of the FEDC’s Guidelines and Criteria for the Business Improvement Grant Program. APPLICANT acknowledges to FEDC that in making this application, APPLICANT understands the terms and provisions, and all questions relating to any needed interpretation have been answered by authorized representatives of FEDC prior to the submission of this application.
2. APPLICANT has secured such legal, accounting, and/or other advice that may be necessary for APPLICANT to determine the desirability of making this application and/or accurately and correctly answering any questions as set out. APPLICANT acknowledges that it has completely relied on the advice and counsel of experts and/or appropriate persons retained, employed, or compensated by APPLICANT, and that it has not relied upon, nor is APPLICANT now attempting to rely upon, the advice and counsel of FEDC, its servants, agents, employees and/or elected or appointed officers.
3. By signing this document, “Application for Business Improvement Grant” either in an individual capacity, jointly, or in a representative capacity. APPLICANT acknowledges and verifies that all of the facts, information, and allegations as set out are true, correct and accurate, and that FEDC may rely on as if the same had been signed by APPLICANT or APPLICANT’S agent before a Notary Public or other authorized officer permitted by law to administer oaths and to take acknowledgements. APPLICANT further acknowledges and understands that any materially false or misleading statements of fact may be considered a violation of the criminal laws of the State of Texas.
4. The APPLICANT, whether a corporate entity, partnership, or other legal type business entity, or an individual, acknowledges and verifies that it is current on all current tax obligations, assessments, or other governmental levies and assessments, and that the same have been paid when due and payable, and that no delinquencies exist at this time. The APPLICANT swears and affirms that the APPLICANT is fully authorized to transact business in the State of Texas and in the state of incorporation if different from the State of Texas.
5. The APPLICANT hereby certifies that the APPLICANT does not and will not knowingly employ an undocumented worker. An “undocumented worker” shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States. APPLICANT understands and agrees that if, after receiving a Business Improvement Grant, APPLICANT is convicted of a violation under 8 U.S.C. Section 1324a(f), the APPLICANT shall be required to reimburse to the FEDC the grant amount received. Payments must be paid in full within thirty (30) days after the date of written notification by the FEDC. The form of such payment shall be a cashier’s check or money order, made payable to the Freeport Economic Development Corporation. The FEDC has the right to recover court costs and reasonable attorney’s fees as a result of any civil action required to recover such repayment.

Business Entity Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Location in the City of Freeport for which the improvement is being requested

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

City/State/Zip: \_\_\_\_\_

Other companies and locations owned and/or operated by the APPLICANT

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

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

City/State/Zip: \_\_\_\_\_

6. Please attach a separate document providing a legal description of the property upon which the contemplated improvements will be located as *Exhibit A*.
7. Please attach a vicinity map locating the property within the City of Freeport as *Exhibit B*.
8. Please furnish detailed drawings, plans, specifications, color schemes, or any other available supporting documents for the proposed improvements and cost estimates as *Exhibit C*.
9. Please attach a letter addressing the need for the project as well as need for the FEDC grant funds.
10. Description of proposed improvements:

| DESCRIPTION | ESTIMATED REPAIR | ESTIMATED START DATE | COMPLETION DATE |
|-------------|------------------|----------------------|-----------------|
|             |                  |                      |                 |
|             |                  |                      |                 |
|             |                  |                      |                 |

11. New or existing business: \_\_\_\_\_ New \_\_\_\_\_ Existing

\_\_\_\_\_ has been in operation for \_\_\_\_\_ years.

Existing number of jobs: \_\_\_\_\_ (if applicable) FT \_\_\_\_\_ PT \_\_\_\_\_

New jobs (FT): \_\_\_\_\_

New jobs (PT): \_\_\_\_\_

12. If leased facility, provide the following information (*attach copy of current lease*):

Current Landlord: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

13. Prior to APPLICANT'S execution of this application, APPLICANT has had this reviewed by an Attorney of the APPLICANT, or has had the opportunity to do so, and the parties agree that based on the foregoing, this application for the business improvement grant program shall not be construed in favor of one party over the other based on the drafting of this application.
14. APPLICANT and owner/landlord indemnify, defend, and hold FEDC harmless from any liability, injury, claim, expenses, and attorney's fees arising out of a contractor, builder, or contract for performance of improvements, or repair to buildings and facilities.
15. FEDC has delivered a copy of the guidelines and criteria for a business improvement grant program to applicant for review, and the delivery does not constitute an offer of an improvement grant.
16. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of the application for the business improvement grant program. The Business Improvement Grant Program shall be performable in the County of Brazoria. If any provision of this application for business improvement grant program should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this application shall not be affected.
17. Before submitting an application to the FEDC, the APPLICANT must meet with the Planning/Building Department of the City of Freeport for any code requirements.



**VERIFICATION**

I (We), the undersigned APPLICANT(S), certify that all the information furnished to FEDC has been furnished freely by the APPLICANT(S), and further acknowledge that no rights or privileges may be relied on as a part of any application. In addition, it is acknowledged that the Freeport Economic Development Corporation may or may not grant a Business Improvement Grant based upon application or request purely as a matter of discretion, and that there is no legal right to rely on any previous actions taken in same or similar applications, or previous actions taken on other applications concerning the same or similar property.

Signed and submitted to Freeport Economic Development Corporation on this, the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

|                         |                         |
|-------------------------|-------------------------|
| Applicant: _____        | Applicant: _____        |
| Signature: _____        | Signature: _____        |
| Address: _____<br>_____ | Address: _____<br>_____ |
| Phone No.: _____        | Phone No.: _____        |

Property \_\_\_\_\_  
Owner/Landlord:  
Signature: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_

The State of Texas  
County of Brazoria

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me and that they executed the same for the purposes therein expressed.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires: \_\_\_\_\_

The State of Texas  
County of Brazoria

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me and that they executed the same for the purposes therein expressed.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires: \_\_\_\_\_

The State of Texas  
County of Brazoria

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me and that they executed the same for the purposes therein expressed.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires: \_\_\_\_\_



## City Council Agenda Item # 5

**Title:** Conduct a Public Hearing and consider action on a resolution approving an order for the Redistricting of City Council Wards for Freeport.

**Date:** Dec 5, 2022

**From:** Tim Kelty, City Manager

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### **Staff Recommendation:**

Staff recommends that the City Council conduct a final public hearing on options for redistricting and adopt the resolution ordering the redistricting in accordance with the selected option.

**Item Summary:** On September 19, Council authorized Bickerstaff to facilitate the redistricting of City Council Wards. An initial option was presented for discussion that would bring the Wards within the required 10% overall deviation at the October 26<sup>th</sup> Special City Council Meeting. At that meeting during the first drawing session, a second Option B was also developed for consideration.

A Public Hearing and additional drawing session were held on November 21<sup>st</sup>. At that meeting two additional options were developed. Option C squared off Ward A at Velasco street and pulled a block between 5<sup>th</sup> street and 6<sup>th</sup> street from Ward C into Ward B. Option D additionally cleaned up the boundary line between D and C, following Census Blocks, moving blocks between Ave. A and Gulf Blvd. from Ward C into Ward D and moving voters on the northeast part of Freeport, primarily effected by split Census blocks, from Ward D into Ward C. Option D results in an overall deviation of 7.11%.

At the November 21<sup>st</sup> public hearing and drawing session there was consensus from Council, the Citizen Advisory Committee on Redistricting and the general public in attendance that Option D offered the cleanest and best option to accomplish the required redistricting.

Following that meeting Mr. Falk has developed the attached Resolution authorizing the redistricting ordered by Council in accordance with Option D.

### **Background Information:**

The initial report from Bickerstaff, identified that redistricting would, in fact, be necessary. The overall deviation between the largest and smallest Council ward is 16.34% well over the maximum 10% allowed.

**Special Considerations:** None

**Financial Impact:** None.

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

The Citizens Advisory committee recommended a plan that would clean up the boundary between Ward A and Ward B using Velasco Blvd as a dividing line. Both Options C and D accomplish this.

**Supporting Documentation:** Resolution.

**RESOLUTION NO. 2022-2771**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, APPROVING THE REDISTRICTING OF THE CITY'S SINGLE-MEMBER COUNCIL WARDS AND ESTABLISHING NEW WARD BOUNDARY LINES FOR THE CITY OF FREEPORT'S CITY COUNCIL ELECTIONS BASED ON 2020 CENSUS DATA; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the results of the 2020 federal Census have been considered and indicated that the City of Freeport's single-member council wards are sufficiently out of population balance to require redistricting in order to comply with the "one-person, one-vote" (equal population) principle established by the U.S. Constitution; and

**WHEREAS**, the City of Freeport (the "City") engaged the law firm of Bickerstaff Heath Delgado Acosta LLP to act as the City's redistricting consultant, including advising and assisting the City Council in preparation of a new redistricting plan in compliance with applicable requirements of state and federal law; and

**WHEREAS**, on October 26, 2022, the City Council adopted redistricting criteria to assist the City and the public in developing redistricting plans which comply with applicable federal and state laws, and the adopted redistricting criteria were applied in the development of the City's new redistricting plan; and

**WHEREAS**, on October 26, 2022, the City Council adopted redistricting guidelines regarding the submission of comments and proposed plans by the public, to ensure the ability of the City to timely receive and adequately consider them; and

**WHEREAS**, during the redistricting process the City provided notice to the public of its proposed discussions and development of a redistricting plan through meeting agendas posted in compliance with the Texas Open Meetings Act, notices on the City's website, including regarding a public hearing; and

**WHEREAS**, the City Council was advised of its legal obligations regarding redistricting at a meeting on October 17, 2022;

**WHEREAS**, the City Council has considered proposed redistricting plans at City Council meetings on October 26, 2022, November 21, 2022, and December 5, 2022; and at a public hearing held on November 21, 2022; and advice from the City's redistricting consultant; and

**WHEREAS**, the City Council finds that the attached city council ward redistricting plan is in the best interest of the citizens of the City, complies with the adopted redistricting criteria, and is believed to comply with all state and federal requirements;

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

**A.** That the existing single-member council ward boundary lines for the City of Freeport are hereby amended, and the new districting plan depicted on the map attached hereto as

**Exhibit A**, defining new wards as such new wards are further described in the tables attached hereto as **Exhibit B** reporting populations and demographic statistics for each such new ward is hereby adopted and designated to define the City's four single-member council wards from and after the Effective Date; that **Exhibits A** and **B** are incorporated by reference in and made a part of this Order, and shall be kept on file in the City Secretary's Office.

**B.** That the new City Council districting plan shall take and be given effect immediately upon adoption of this Resolution; and that hereafter all City Council elections shall be held under and in accordance with the new single-member council ward districting plan here adopted by the City Council until such time as a subsequent lawfully-enacted districting plan shall be adopted to replace this plan. CLARIFYING NOTE: This plan will define the city council wards for which candidates will run in the May 2023 city elections, and in the special city council election called for February 25, 2023.

**PASSED AND APPROVED** by the City Council of the City of Freeport, Texas, this 5th day of December 2022.

**CITY OF FREEPORT, TEXAS**

---

Hon. Brooks Bass  
MAYOR

**ATTEST:**

---

Hon. Betty Wells  
CITY SECRETARY

**APPROVED AS TO FORM:**

---

CITY ATTORNEY

# **EXHIBIT A**

## **Maps**



Created: 11/30/2022

| Legend     |      |
|------------|------|
| Light Blue | WARD |
| Blue       | A    |
| Green      | C    |
| Yellow     | D    |

# City of Freeport - City Wards

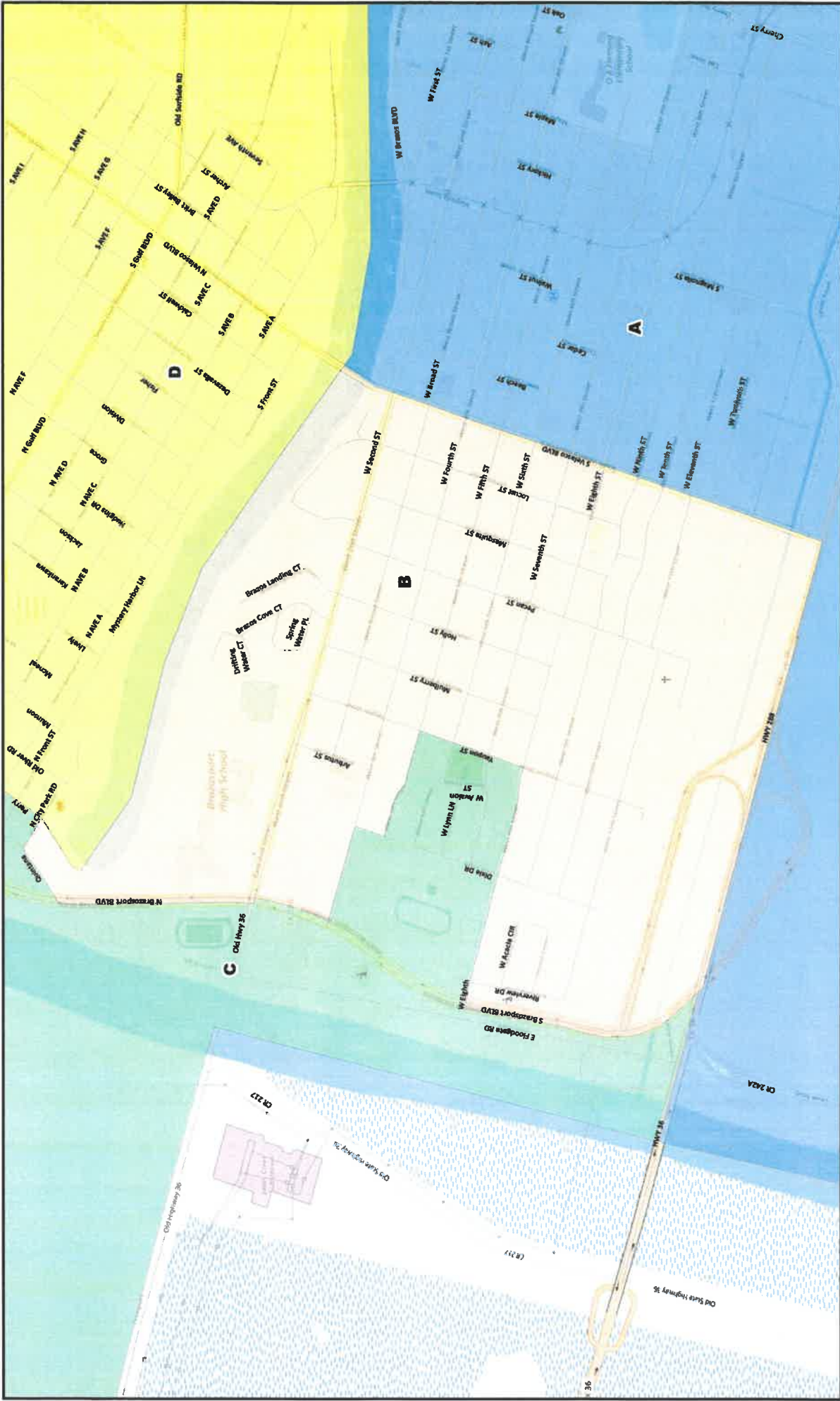
## Plan D - Adopted December 5, 2022

### Ward A

© 2022 Bickerstaff Health Delgado Acosta LLP  
 Data Source: Roads, Water and other features obtained from the 2020 Tigerline files, U.S. Census Bureau







© 2022 Bickerstaff Health Delgado Acosta LLP  
 Data Source: Roads, Water and other features obtained from the 2020 Tiger/line files, U.S. Census Bureau

# City of Freeport - City Wards

## Plan D - Adopted December 5, 2022

### Ward B

**Legend**

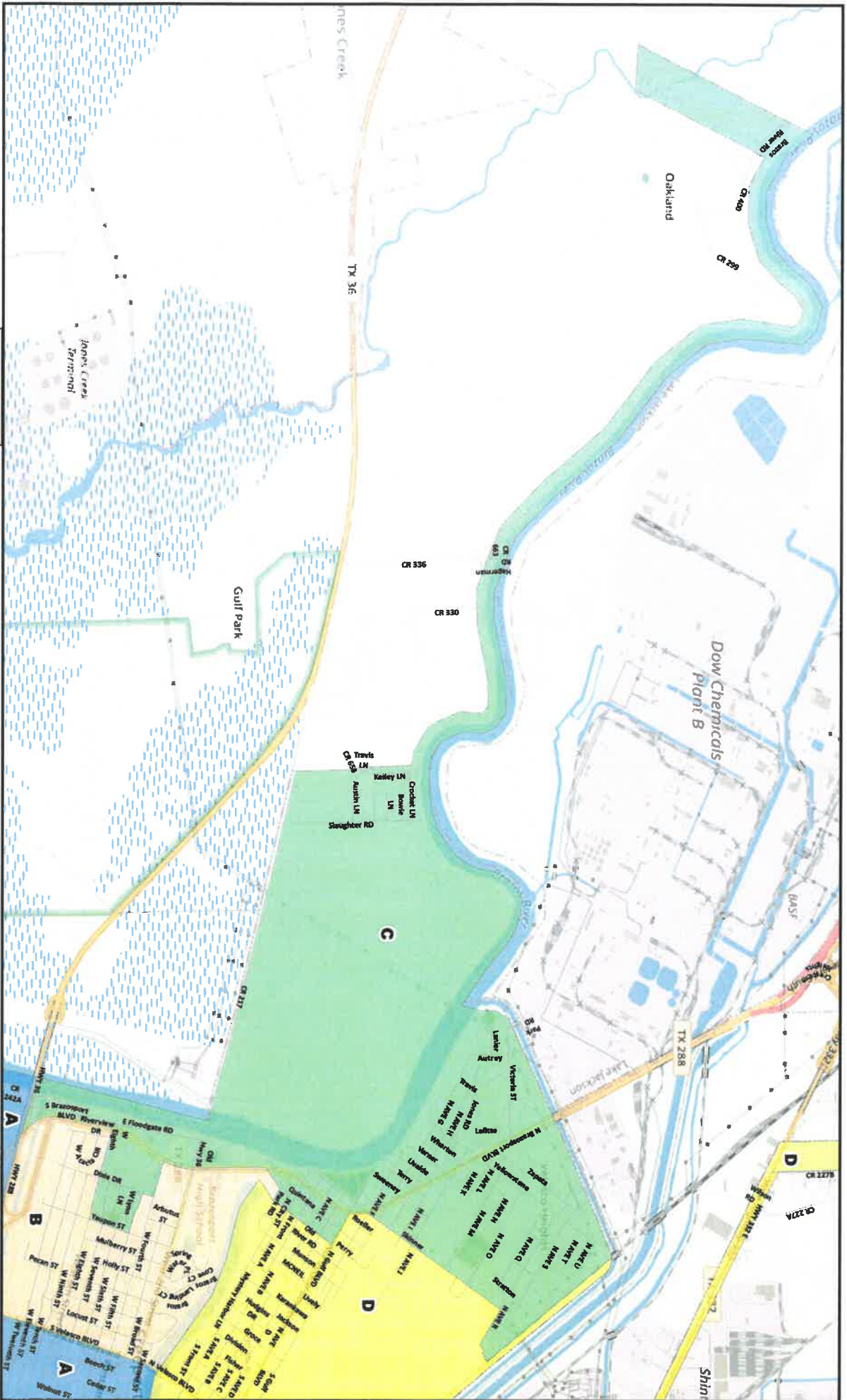
**WARD**

- A
- B
- C
- D

0 0.1 0.2 0.4 Miles

Created: 11/30/2022





**Legend**

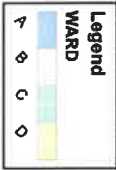
| Ward   | Color  |
|--------|--------|
| WARD A | Blue   |
| WARD B | Green  |
| WARD C | Yellow |
| WARD D | Orange |

**City of Freeport - City Wards**  
**Plan D - Adopted December 5, 2022**  
**Ward C**

© 2022 Bickerstaff Heath Delgado Acosta LLP  
 Data Source: Roads, Water and other features obtained from the 2020 Tigerline files, U.S. Census Bureau







**City of Freeport - City Wards**  
**Plan D - Adopted December 5, 2022**  
**Ward D**

© 2022 Bickelstaff Heath Delgado Accosta LLP  
Data Source: Roads, Water and other features obtained from the 2020 Tigerline files, U.S. Census Bureau



# **EXHIBIT B**

## **Tables**

Exhibit B

**Plan Name: City of Freeport Wards: Plan D - Adopted December 5, 2022**

**Demographics Report - Summary 2020 Census Total Population**

Plan Last Edited on: 11/22/2022 12:39:42 PM



| Ward          | Persons | Ideal Size | Deviation | Hispanic % of Total Population | Non-Hispanic White % of Total Population | Non-Hispanic Black % of Total Population | Non-Hispanic Asian % of Total Population | Non-Hispanic Other % of Total Population |
|---------------|---------|------------|-----------|--------------------------------|--|--|--|--|
| A             | 2,740   | 2,674      | 2.48%     | 66.97%                         | 20.36%                                   | 9.05%                                    | 0.66%                                    | 2.96%                                    |
| B             | 2,568   | 2,674      | -3.96%    | 59.85%                         | 29.13%                                   | 8.41%                                    | 0.66%                                    | 1.95%                                    |
| C             | 2,758   | 2,674      | 3.15%     | 70.70%                         | 19.14%                                   | 8.09%                                    | 0.15%                                    | 1.92%                                    |
| D             | 2,629   | 2,674      | -1.67%    | 56.10%                         | 22.40%                                   | 16.66%                                   | 0.53%                                    | 4.30%                                    |
| <b>TOTAL:</b> | 10,695  |            |           | 63.55%                         | 22.66%                                   | 10.52%                                   | 0.50%                                    | 2.78%                                    |

**Ideal Size: 10,695 / 4 = 2,674**

**Total Population: 10,695**

**Overall Deviation: 7.11%**

*Some percentages may be subject to rounding errors.*

**Plan Name: City of Freeport Wards: Plan D - Adopted December 5, 2022**

**Demographics Report - Summary 2020 Census Voting Age Population**



Plan Last Edited on: 11/22/2022 12:39:42 PM

| Ward     | Total VAP* |  | Hispanic % of Total VAP | Non-Hispanic Anglo % of Total VAP | Non-Hispanic Black % of Total VAP | Non-Hispanic Asian % of Total VAP | Non-Hispanic Other % of Total VAP |
|----------|------------|--|-------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| <b>A</b> | 1,933      |  | 64.30%                  | 23.12%                            | 9.52%                             | 0.36%                             | 2.69%                             |
| <b>B</b> | 1,932      |  | 55.95%                  | 32.61%                            | 8.95%                             | 0.57%                             | 1.92%                             |
| <b>C</b> | 2,030      |  | 67.88%                  | 21.82%                            | 8.13%                             | 0.20%                             | 1.97%                             |
| <b>D</b> | 1,833      |  | 54.01%                  | 24.71%                            | 17.35%                            | 0.76%                             | 3.16%                             |
|          | 7,728      |  | 60.71%                  | 25.53%                            | 10.87%                            | 0.47%                             | 2.42%                             |

\* VAP - Voting Age Population

*Some percentages may be subject to rounding errors.*

**Plan Name: City of Freeport Wards: Plan D - Adopted December 5, 2022**

**Demographics Report - Detailed 2020 Census Total Population**

Plan Last Edited on: 11/22/2022 12:39:42 PM

| Ward          | Persons       | Ideal Size | Deviation | Hispanic     | Hispanic % of Total Population | ANGLO        | Non-Hispanic Anglo % of Total Population | Black        | Black % of Total Population | Asian     | Asian % of Total Population | AM Indian Native | IND / NAT % TOT Pop. | Haw Pac. Isl. | HAW/ PAC % of Total Pop. | Other     | Other % of Total Pop. | Two or More Races | Two or More Races % Tot Pop |
|---------------|---------------|------------|-----------|--------------|--------------------------------|--------------|--|--------------|-----------------------------|-----------|-----------------------------|------------------|----------------------|---------------|--------------------------|-----------|-----------------------|-------------------|-----------------------------|
| A             | 2,740         | 2,674      | 2.48%     | 1,835        | 66.97%                         | 558          | 20.36%                                   | 248          | 9.05%                       | 18        | 0.66%                       | 12               | 0.44%                | 0             | 0.00%                    | 4         | 0.15%                 | 65                | 2.37%                       |
| B             | 2,568         | 2,674      | -3.96%    | 1,537        | 59.85%                         | 748          | 29.13%                                   | 216          | 8.41%                       | 17        | 0.66%                       | 5                | 0.19%                | 0             | 0.00%                    | 9         | 0.35%                 | 36                | 1.40%                       |
| C             | 2,758         | 2,674      | 3.15%     | 1,950        | 70.70%                         | 528          | 19.14%                                   | 223          | 8.09%                       | 4         | 0.15%                       | 6                | 0.22%                | 0             | 0.00%                    | 9         | 0.33%                 | 38                | 1.38%                       |
| D             | 2,629         | 2,674      | -1.67%    | 1,475        | 56.10%                         | 589          | 22.40%                                   | 438          | 16.66%                      | 14        | 0.53%                       | 9                | 0.34%                | 0             | 0.00%                    | 4         | 0.15%                 | 100               | 3.80%                       |
| <b>TOTAL:</b> | <b>10,695</b> |            |           | <b>6,797</b> | <b>63.55%</b>                  | <b>2,423</b> | <b>22.66%</b>                            | <b>1,125</b> | <b>10.52%</b>               | <b>53</b> | <b>0.50%</b>                | <b>32</b>        | <b>0.30%</b>         | <b>0</b>      | <b>0.00%</b>             | <b>26</b> | <b>0.24%</b>          | <b>239</b>        | <b>2.23%</b>                |

**Ideal Size: 10,695 / 4 = 2,674**

**Total Population: 10,695**

**Overall Deviation: 7.11%**

*Some percentages may be subject to rounding errors.*

**Plan Name: City of Freeport Wards: Plan D - Adopted December 5, 2022**  
**Demographics Report - Detailed 2020 Census Voting Age Population**  
 Plan Last Edited on: 11/22/2022 12:39:42 PM



| Ward           | Total VAP    | Hispanic VAP | % Hispanic VAP | Anglo VAP    | % Anglo VAP   | Black VAP  | % Black VAP   | Asian VAP | % Asian VAP  | AM IND NATIVE VAP | % AM IND NATIVE VAP | HAW/PAC VAP | % HAW/PAC VAP | Other VAP | % Other VAP  | Two or More Races VAP | % Two or more VAP |
|----------------|--------------|--------------|----------------|--------------|---------------|------------|---------------|-----------|--------------|-------------------|---------------------|-------------|---------------|-----------|--------------|-----------------------|-------------------|
| A              | 1,933        | 1,243        | 64.30%         | 447          | 23.12%        | 184        | 9.52%         | 7         | 0.36%        | 9                 | 0.47%               | 0           | 0.00%         | 1         | 0.05%        | 42                    | 2.17%             |
| B              | 1,932        | 1,081        | 55.95%         | 630          | 32.61%        | 173        | 8.95%         | 11        | 0.57%        | 4                 | 0.21%               | 0           | 0.00%         | 6         | 0.31%        | 27                    | 1.40%             |
| C              | 2,030        | 1,378        | 67.88%         | 443          | 21.82%        | 165        | 8.13%         | 4         | 0.20%        | 3                 | 0.15%               | 0           | 0.00%         | 9         | 0.44%        | 28                    | 1.38%             |
| D              | 1,833        | 990          | 54.01%         | 453          | 24.71%        | 318        | 17.35%        | 14        | 0.76%        | 4                 | 0.22%               | 0           | 0.00%         | 4         | 0.22%        | 50                    | 2.73%             |
| <b>TOTALS:</b> | <b>7,728</b> | <b>4,692</b> | <b>60.71%</b>  | <b>1,973</b> | <b>25.53%</b> | <b>840</b> | <b>10.87%</b> | <b>36</b> | <b>0.47%</b> | <b>20</b>         | <b>0.26%</b>        | <b>0</b>    | <b>0.00%</b>  | <b>20</b> | <b>0.26%</b> | <b>147</b>            | <b>1.90%</b>      |

\* VAP - Voting Age Population

Some percentages may be subject to rounding errors.





## City Council Agenda Items #6, 7, 8, & 9

**Title:** Conduct a Public Hearing and consider action on Ordinances changes to the zoning ordinance to: 1) Change Land Use Regulations affecting the Downtown District zoning classification to allow for residential use on the first floor, 2) amend regulations to allow for existing housing to retain legal non-conformance in case of property destruction, and 3) allow for Hotel and Motel use in the downtown zoning district under a limited use classification.

**Date:** Dec 5, 2022

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

---

**Staff Recommendation:**

Staff recommends that the City Council hold the public hearing to receive input on the proposed changes and adopt the recommended ordinances with any modifications desired.

**Item Summary:**

The issue of residential development in the downtown zoning district has been discussed for several months, and as a result several issues have been raised in connection. Three separate ordinances have been developed to address each concern.

First is the issue regarding the allowance of Residential development on the first floor in the Downtown district. Currently the ordinance *prohibits* residential development on the first floor, and only allows residential development on second or upper floors. Several options for changes have been proposed including: 1) Unrestricted residential development on the first floor, 2) Residential development on the first floor only with a Specific Use permit approved by the Plan Commission, and 3) Residential development on the first floor in the back half of the building, with rear access only, approved by Specific use permit by the Plan Commission. The ordinance attached only includes the second option of allowing full first floor residential development by Specific Use permit.

The second issue is regarding existing legally non-conforming residential currently found in the Downtown zoning district. Under the current ordinance if any of those structures are damaged by more than 50% (ie by fire or hurricane, etc.) they would lose their legal non-conformance and not be able to be reconstructed as a residence. The proposed Ordinance would allow them, in such case where the property was damaged by more than 50%, to not lose their legal non-conformance and be able to secure a permit to rebuild.

The third issue was identified during the discussion and relates to an oversight when the original ordinance was created. Currently in the Downtown zone, no on-site parking is required for any development, and

the ordinance allows for Hotel and Motel development. The proposed change would allow for a hotel or Motel developed in the downtown district under a Limited Use permit issued by the building official that would require on-site parking normally required for such development in other zoning districts.

**Background Information:**

This issue was raised when Jeff Pena was denied a permit to construct Lofts in the Downtown area on the ground floor. The current ordinance 155.402 states that in the Downtown Zone, Lofts shall only be located on second floor and above. Residential use of ground-floor is prohibited.

He is requesting an ordinance change that would allow for the development on the ground floor for Downtown Loft short term rentals.

Planning and Zoning previously recommended an ordinance that proposed both the allowance of residential development on the first floor with a Specific Use permit, and allowed for the exception protecting existing residential in case of catastrophe.

At the following City Council Meeting, Councilmen Pena made a motion instead to approve an ordinance allowing unrestricted residential development in the Downtown Zoning District. That motion failed, resulting in no change to the existing ordinance.

**Special Considerations:**

The Mainstreet board has openly opposed changing the ordinance to allow for ground floor residential development. They have received feedback from representatives from the State Mainstreet Organization that suggests that it would go against the principles and design characteristics intended by the Mainstreet program. However, the board has recently suggested a potential compromise if the intent of the city is to move forward with this idea, and that is to restrict the first floor residential development to the back half of any building and require residential access from the alley only.

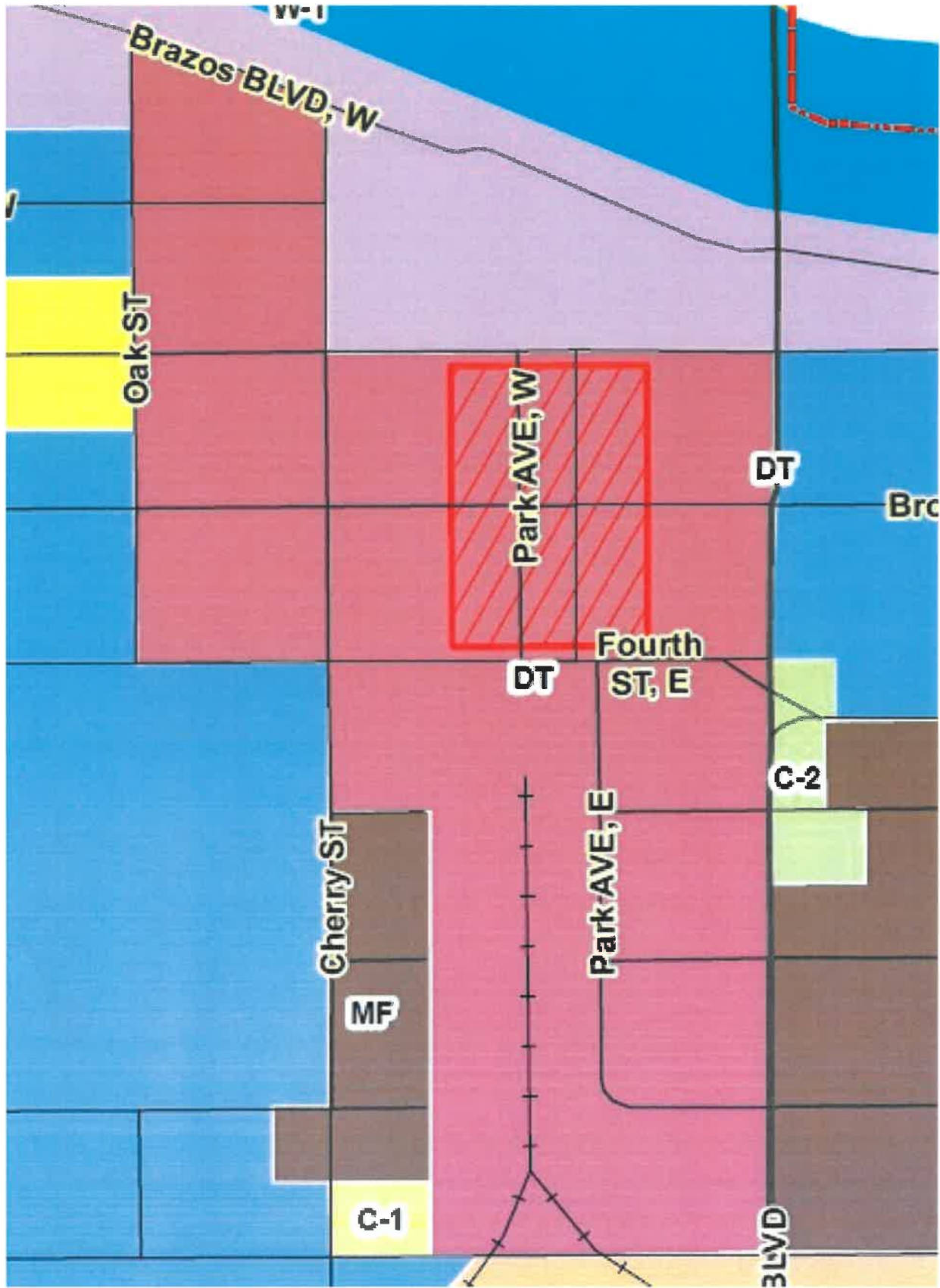
**Financial Impact:**

None.

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

Prior to the City Council meeting, the Planning and Zoning Commission will hold a public hearing before voting on recommendations to these 3 ordinances. Their recommendation will be communicated to Council at the meeting.

**Supporting Documentation:** Map of the downtown zoning district. Ordinance 2022-2681, Ordinance 2022-2682, and Ordinance 2022-2683



**ORDINANCE NO. 2022-2682**

**AN ORDINANCE AMENDING THE CITY OF FREEPORT'S ZONING ORDINANCE BY AMENDING SECTION 155.901(E)(3) EFFECT OF DESTRUCTION TO EXCEPT RESIDENTIAL STRUCTURES PERMITTED IN THE DOWNTOWN DISTRICT FROM THIS PROVISION; CONTAINING A PREAMBLE; CONTAINING A SEVERANCE CLAUSE; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AND PROPERLY PUBLISHED FOR HEARING AS REQUIRED BY LAW 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 of Freeport (the "City") recognizes that certain residential structures within the Downtown District of the City are currently considered nonconforming uses and would not be allowed to be rebuilt in the case of destruction;

**WHEREAS**, the City wants to except these residential structures from the provision that requires structures that are destroyed by any means to an extent of more than fifty percent of its replacement cost at the time of destruction to be reconstructed in conformity with provisions of the Zoning Ordinance.

**WHEREAS**, the City may establish by ordinance, general rules and regulations governing the zoning of land within its corporate limits in order to promote the health, safety, and general welfare of the City and to promote the safe, orderly and healthful development of the City; and

**WHEREAS**, the City Council has determined, based upon the findings stated above, that the regulations established by this Ordinance are necessary for the good government, peace and order the City; and

**WHEREAS**, 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 Local Government Code (the Open Meetings Act).

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

**Section 1.** The findings and recitations set out in the preamble to this ordinance are found to be true and correct and they are hereby adopted by the City Council and made part hereof for all purposes.

**Section 2.** Section 155.901(E)(3) is hereby amended as follows:

“(3) *Effect of Destruction.* Should such structure, other than residential structures permitted in the downtown in the Downtown District, be destroyed by any means to an extent of more than fifty percent of its replacement cost at the time of destruction, it shall not be reconstructed except in conformity with provisions of this Chapter.”

**Section 3.** 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.

**Section 4.** All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

**Section 5.** 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 \_\_\_\_\_, 2022.**

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

**ATTEST:**

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

**APPROVED AS TO FORM ONLY:**

\_\_\_\_\_  
David W. Olson, Interim City Attorney

**ORDINANCE NO. 2022-2681**

**AN ORDINANCE AMENDING THE CITY OF FREEPORT'S ZONING ORDINANCE BY AMENDING SECTIONS 155.401 – LAND USE TABLE, SPECIFICALLY TABLE 155.401-1, PERMITTED USES BY DISTRICT, BY ADDING ALL “HOUSEHOLD LIVING” RESIDENTIAL USES AS “SPECIFIC USE” (SYMBOL “S”) TO THE DOWNTOWN DISTRICT (SYMBOL “DT”); CONTAINING A PREAMBLE; CONTAINING A SEVERANCE CLAUSE; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AND PROPERLY PUBLISHED FOR HEARING AS REQUIRED BY LAW 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 of Freeport (the “City”) is undergoing an increased level of development and redevelopment of individual parcels of property within the Downtown District of the City;

**WHEREAS**, the City Council seeks to assure orderly development;

**WHEREAS**, the City may establish by ordinance, general rules and regulations governing the zoning of land within its corporate limits in order to promote the health, safety, and general welfare of the City and to promote the safe, orderly and healthful development of the City; and

**WHEREAS**, the City Council has determined, based upon the findings stated above, that the regulations established by this Ordinance are necessary for the good government, peace and order the City; and

**WHEREAS**, 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 Local Government Code (the Open Meetings Act).

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

**Section 1.** The findings and recitations set out in the preamble to this ordinance are found to be true and correct and they are hereby adopted by the City Council and made part hereof for all purposes.

**Section 2.** Section 155.401 – Land Use Table of the Code of Ordinances of the City is hereby amended by adding a “Specific Use” or “S” designation subject to approval as described in 155.1107, Specific use Permit, to all “Household Living” uses provided for in the Downtown District or “DT,” specifically by adding same to Table 155.401-1, Permitting Uses by District.

**Section 3.** 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.

**Section 4.** All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

**Section 5.** 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 \_\_\_\_\_, 2022.**

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



**ATTEST:**

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

**APPROVED AS TO FORM ONLY:**

\_\_\_\_\_  
David W. Olson, Interim City Attorney

**ORDINANCE NO. 2022-2683**

**AN ORDINANCE AMENDING THE CITY OF FREEPORT'S ZONING ORDINANCE BY AMENDING SECTIONS 155.401 – LAND USE TABLE, SPECIFICALLY TABLE 155.401-1, PERMITTED USES BY DISTRICT, BY REVISING THE HOTEL OR MOTEL USE IN THE “OVERNIGHT ACCOMMODATIONS” CATEGORY THAT IS ALLOWED IN THE DOWNTOWN DISTRICT (SYMBOL “DT”) BY PERMITTING ONLY “LIMITED USE” (SYMBOL “L”) FOR SUCH USE; AND BY ADDING A NEW SECTION 155.402(C)(2), PROVIDING PARKING STANDARDS FOR HOTEL OR MOTEL DEVELOPMENT TO THE LIMITED USE STANDARDS; CONTAINING A PREAMBLE; CONTAINING A SEVERANCE CLAUSE; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AND PROPERLY PUBLISHED FOR HEARING AS REQUIRED BY LAW 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 of Freeport (the “City”) is undergoing an increased level of development and redevelopment of individual parcels of property within the Downtown District of the City;

**WHEREAS**, the City Council seeks to assure orderly development;

**WHEREAS**, the City may establish by ordinance, general rules and regulations governing the zoning of land within its corporate limits in order to promote the health, safety, and general welfare of the City and to promote the safe, orderly and healthful development of the City; and

**WHEREAS**, the City Council has determined, based upon the findings stated above, that the regulations established by this Ordinance are necessary for the good government, peace and order the City; and

**WHEREAS**, 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 Local Government Code (the Open Meetings Act).

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

**Section 1.** The findings and recitations set out in the preamble to this ordinance are found to be true and correct and they are hereby adopted by the City Council and made part hereof for all purposes.

**Section 2.** Section 155.401 – Land Use Table of the Code of Ordinances of the City is hereby amended by revising the Hotel or Motel use in the “Overnight Accommodations” category to now be designated as “Limited Use” or “L” subject to standards provided for in Section 155.402, specifically by adding same to Table 155.401-1, Permitting Uses by District.

**Section 3.** Section 155.401(C)(2) is hereby added to read as follows:

“Section 155.402 LIMITED USE STANDARDS

\* \* \*

(C) **Standards for Commercial and Office Limited Uses.**

\* \* \*

(2) *Hotel or Motel.* In the Downtown District (DT), hotels and motels shall provide for on-site parking in accordance with standard parking for the Hotel or Motel use category.”

**Section 4.** 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.

**Section 5.** All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

**Section 6.** 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 \_\_\_\_\_, 2022.**

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

**ATTEST:**

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

**APPROVED AS TO FORM ONLY:**

\_\_\_\_\_  
David W. Olson, Interim City Attorney



## City Council Agenda Item # 10

**Title:** Consideration of awarding Contract to B3 Resources LLC for revised T Dock Road and Levee Improvements

**Date:** December 5, 2022

**From:** Lance Petty, Assistant City Manager/DPW

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**Staff Recommendation:**

Staff recommends awarding contract for proposed amendment to T-Dock Road and Levee Improvements to B3 Resources LLC in the amount of \$42,667.90.

**Item Summary:**

Following the failure of Council to award the bid to B3 Resources LLC at the last Council meeting, B3 Resources, provided an alternate quote to only construct improvements at the western entry road to the T-Dock over the levee to extend and flatten the slope approaching both sides of the levee prior to resurfacing. His new quote does not include the eastern entry road which was slated to be both widened, extended and resurfaced.

**Background Information:**

This project is being proposed because currently visibility is completely obscured of vehicles and pedestrians approaching from the other direction. The proposed improvements will dramatically improve the safety of the crossing of the levee.

The City of Freeport City Council approved this project expenditure in this year's fiscal budget. Staff presented this improvement during the Strategic Planning meeting and during the budget workshops.

**Special Considerations:**

On October 25<sup>th</sup> and November 1<sup>st</sup> 2022, the city ran ads for an RFP for both roads over the levee in the park. The city received (1) one proposal during the bid opening on Thursday November 10, 2022, from B3 Resources LLC in the amount of \$95,665.10.

If approved, the completion of the project will lessen the slope of the western road leading over the levee to the T-Docks and reduce the visibility issue at the levee crossing to improve safety. This will also include resurfacing in this area.

**Financial Impact:**

The proposed cost of this project is an approved budgeted item in this year's fiscal budget.

The budgeted amount for this project is: **\$150,000.00**

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

This proposal has been reviewed by City Staff

**Supporting Documentation:** New Quote from B3 resources for amended scope.



# B3 Resources, LLC

Proposal #101022B

**\*REVISION\***

October 10, 2022

**To: City of Freeport  
510 S. Avenue A  
Freeport, Texas 77541**

Attn: Lance Petty  
Email: [lpetty@freeport.tx.us](mailto:lpetty@freeport.tx.us)

**RE: T-Docks – Boat Ramp**

Mr. Petty,

Thank you for the opportunity to bid on the above referenced project. Please find below, our scope of work. Any changes not in the description below will be considered a change in the scope and will be a change order. Should you require additional information, please contact our office. Again, thanks for this opportunity.

## **SCOPE OF WORK**

**Transition to approx.: 300 SF (not to exceed)**

- 1) Mobilization.
- 2) Elevate area at angle with a smooth transition.

**Patch Repairs to approx.: 3,770 SF (not to exceed)**

- 1) Recycle existing failed base & asphalt @ a depth of 8" using 40 lbs. per sq. yd. of Portland cement to assure stable sub-grade
- 2) Grade for positive drainage
- 3) Wet and roll for compaction
- 4) Tack Coat with SS1

- 5) Install 3" Type C HMA  
40 x 40, 20 x 20, 25 x 35, 20 x 20, & 10 x 10 x 5

**Bid Total: \$42,667.90**

Respectfully submitted,

**Willie Bockel**  
**281-384-7000**  
**B3 Paving & Construction**



**Payment:** is due within 30 days of completion. All past due balances are subject to a service charge calculated at the maximum legal rate. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over the above estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado, flood, and other necessary insurance upon above work.

NOTE: This proposal may be withdrawn by us if not accepted within 60 days.

**ACCEPTANCE OF PROPOSAL:**

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to proceed with the work specified. Payment will be as agreed.

**Print Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Exclusions:**

Tax  
Permits  
Any Fees  
Testing  
Off-Site work  
Spoils generated by other trades  
Any unforeseen objects below 8"





## City Council Agenda Item # 11

**Title:** Discuss and Take Possible Action on Contract for Scanning and Digital Storage of all City Documents and approve City Manager to Sign.

**Date:** Dec 5, 2022

**From:** Toby Cohen, IT Manager

**Staff Recommendation:**

Staff recommends that the City Council discuss and approve the contract with PDS Terralogic to provide scanning services and digital storage of all City of Freeport files; Plats, Building Plans, City Ordinances, Property Files, etc.

**Item Summary:**

This item provides for a document management system, training and hardware, to maintain a more paperless system at City Hall. It also includes comprehensive scanning services and digital storage of all City of Freeport files; Plats, Building Plans, City Ordinances, Property Files, etc.

**Background Information:**

City Council approved the request at the Strategic Planning Meeting, and also approved the expense in the 2022-2023 Budget.

City staff obtained 2 quotes, and recommends proceeding with the lower quote from PDS:

Kofile Services - \$182,205.82

PDS – Terralogic - \$124,439.29

PDS will handle all of the duties required for scanning. This includes coming to City Hall, boxing the files, transporting the files, storing the files, scanning and returning the end product to the City of Freeport. The information will then be stored on an off-site server with access via the cloud, and a copy of all information will be stored on a backup hard drive given to the City as well.

**Special Considerations:** Olson and Olson have reviewed and approved the proposed contract form. This proposal from PDS Terralogic is being done under a cooperative co-op purchasing program.

**Financial Impact:**

City Council approved the request at the Strategic Planning Meeting, and also approved the expense in the 2022-2023 Budget. The expenditure has already been included in the approved budget.

Record Scanning Cost - \$114,168.96.

Document Management System, Implementation, Training & Hardware Cost - \$10,270.00

Total Cost - \$124,439.29

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

**Supporting Documentation:**

Please see attached contract.

**Professional Document Systems Inc.**  
**MASTER SERVICES AGREEMENT**

This Professional Services Agreement (" Agreement") is between Professional Document Systems Inc. ("PDS") a New Mexico Corporation with its principal offices located at 1414 Common Drive, El Paso, Texas 79936 and City of Freeport, Texas ("City"). This Agreement shall be effective on \_\_\_\_\_, 2022 (the "Effective Date").

PDS agrees to supply to CITY, and CITY agrees to purchase from PDS Medical Record Conversion Services and other services as may be outlined herein.

The PARTIES agree to be bound by the following Exhibits to this Agreement which are attached hereto and incorporated herein by reference:

- A. STATEMENT OF WORK, attached hereto as Exhibit A (the "SOW") and which fully and completely describes the services (the "Services") to be provided by PDS for CITY.
- B. ASSUMPTIONS, attached hereto as Exhibit B (the "Assumptions") which form the basis for the SOW and Pricing Schedule.
- C. PRICING SCHEDULE, attached hereto as Exhibit C (the "Pricing Schedule") for the Services to be provided for CITY.
- D. STANDARD TERMS AND CONDITIONS, attached hereto as Exhibit D and which describe in detail all responsibilities, obligations, liabilities and warranties of each party hereto.

The Services to be provided to CITY under this Agreement are:

- Project
- Repetitive
- Both Project and Repetitive

AGREED AND ACCEPTED:

City of Freeport  
200 W. Second St.  
Freeport, TX 77541

Professional Document Systems Inc. Inc.  
1414 Common Dr.  
El Paso, TX 79936

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

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

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

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

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

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

*CITY Initials* \_\_\_\_\_

## EXHIBIT A

### STATEMENT OF WORK

#### Scope of Service - Source Document Scanning

Professional Document Systems will perform the following services to ensure the completion of all objectives as outlined.

1. **The packing of the rolled drawings, cabinet drawers and binders into PDS supplied boxes.**
2. **Inventory of the boxes at the office and comparison against the records. Box inventory to be conducted by PDS / Freeport. PDS to apply standard process labels to each box and intern identify the proper box # and box total in the box.**
3. **Both PDS and the City of Freeport to sign off on Box inventory at point of pick up.**
4. **PDS will load our cargo van for secured transport of the boxes to the PDS document conversion center located at 1414 Common Dr. El Paso Texas. Once loaded in the PDS cargo van / truck, the van doors will be locked, and the transport will be non-stop to the conversion center.**
5. **Receipt of boxes and unloading at our conversion center, box inventory cross check and placement on work in process shelves**
6. **Preparation of documents for scanning including removing fastener clips and staples.**
7. **The scanning of all documents into the PDS imaging system at 300 DPI black and white**
8. **Hard to read or bad condition drawings may be scanned in Grayscale to ensure best possible clarity**
9. **No document re-preparation will take place (i.e. Re-Stapling or re-binding sets).**
10. **Pages will be placed back in the rolls and rubber banded in the order that they were scanned.**
11. **The indexing of all records into the PDS imaging system. Actual index for the files to be: as described in the evaluation.**
12. **The institution of a quality control system to ensure a) Image Readability, b) Image accessibility and c) indexing accuracy. QC process to ensure a 98% accuracy rate.**

*CITY Initials* \_\_\_\_\_

- 13. The conversion of the documents to PDF files named by the index criteria.**
- 14. The mastering of an flash or external hard drive with the index and image data for copying on to a central share drive.**
- 15. The import / copy process will be conducted in a phased approach to facilitate CITY approval for each import.**
- 16. All labor to complete the job will be supplied by Professional Document Systems.**
- 17. Professional Document Systems will utilize trained supervisory staff including a CERTIFIED DOCUMENT IMAGING ARCHITECT to manage the back-file conversion project.**
- 18. All conversion and indexing to meet or exceed ANSI and Texas State Records Center standards.**
- 19. The delivery of the hard drive and plan drawings to the Document control Manager.**
- 20. Upon completion of the project or after final approval of each phase, PDS with CITY oversight will delete from our production server all indices and images related to the project.**

## **PDS Quality Assurance**

Our Kodak Document Conversion Center operates under a strict quality plan that ensures that our quality objectives of **100% image availability, 100% image readability\*\* and 99% indexing accuracy** are met.

### Image Availability

Pre-scan activities include configuring our high-speed production scanners for advanced text enhancement to ensure the best possible image creation. In addition, we will configure scanner “imprinters” to place a “water mark” on each page during the scanning process. This imprinter acts as our first level of assurance that all your critical data will be captured. Following the initial scan our operator will review the file /pages scanned and ensure that the watermark is seen on every page thereby ensuring 100% image availability.

### Image Readability

In addition to checking for the watermark, our scan operator will also examine each image to ensure proper image clarity and readability. If illegible images are found during this first QC pass, they will be compared against the original and either rescanned or marked as best copy available.

### Indexing Accuracy

Double key data entry will be implemented on critical index fields to ensure indexing accuracy.

\*\* Based on quality of original

## **PDS Quality Assurance - Continued**

Following the initial scan and index process, we then implement the following secondary quality assurance processes:

**Our process starts with identifying the document population size on a recently scanned and indexed batch. A statistically relevant sample set based on MIL STD 105D is extracted from the population. Page counts (Image Availability) are taken from the imaging system (those that were scanned) and compared to the actual page counts of the hard copy document files. If scanned images are less than 100%, then the missed pages are inserted and the box then enters a 100% inspection phase. .**

**The same process is employed for both image readability and indexing accuracy. For indexing accuracy PDS checks the total available index population. This is calculated by taking the number of index fields in an application and multiplying this number by the document quantity of the sample set. If the total error count in the sample set is greater than 1 %, then the errors are corrected, and the box then enters a 100% inspection and correction phase.**

## **21. CONFIDENTIALITY**

**22.**

- 1. All labor to complete the job will be supplied by Professional Document Systems.**
- 2. PDS will conduct background checks on all employees to be utilized for this scanning project. PDS will forward the documents for each employee to CITY for review and approval**
- 3. All records handled by PDS employees will be kept in strict confidence and will not be reproduced or released in any manner without the written consent of CITY of FREEPORT. Further PDS will adhere to all security requirements of 42CFR part 2 and HIPAA guidelines for patient records.**
- 4. All PDS employees handing CITY documents will sign a letter of confidentiality that will kept on file for inspection by CITY staff.**



**EXHIBIT B**  
**ASSUMPTIONS**

The following are the Assumptions which form the basis for the SOW and Pricing Schedule. PDS reserves the right to increase the Fees set forth in the Pricing Schedule if the Assumptions are materially different than the actual operating circumstances.

**1. Location of Conversion Services performed by PDS:**

1414 Cpmmon Dr.  
El Paso, TX 79936

**2. Documents/Images to be Converted:**

Refer to PDS DEtailed Proposal (Exhibit E)

\*\* Quantities EStimated

**3. Document Receipt**

PDS assumes that when we receive these records from CITY that each record will have the outlined indexing criteria per the proposal.

**4. Quality Assumptions:**

PDS will deliver quality images from readable source documents. A readable source document is defined as any document which, when reproduced in an automated production environment using a standard copy machine, will produce a copy upon which all characters or numbers can be recognized and understood by visual observation.

**5. Return Schedule for Documents:**

All source documents will be returned no later than 60 days after scanning conversion.

*CITY Initials* \_\_\_\_\_  
7

**EXHIBIT C (1)**

**RECORD SCANNING COST**

| <b>CITY OF FREEPORT - LARGE FORMAT DRAWING AND STANDARD DCOUMENT SCANNING PROJECT</b> |   |            |                  |                     |
|---|---|------------|------------------|---------------------|
| <b>COSTS UPDATED FOLLOWING ADDITIONAL SITE SURVEY ON 2-18-22</b>                      |   |            |                  |                     |
| <b>Item Number</b>  | <b>Description</b>  | <b>Qty</b> | <b>Unit Cost</b> | <b>Total Cost</b>   |
| PDS-TK-LSCAN  | Building and Code - Large Format Drawings   | 20,863     | \$1.300          | \$27,121.90         |
| PDS-TK-PSCAN  | Building and Code - Standard Size   | 92,000     | \$0.100          | \$9,200.00          |
| PDS-TK-LSCAN  | 2nd Floor - Large Format Drawings   | 3,552      | \$1.300          | \$4,616.95          |
| PDS-TK-PSCAN  | 2nd Floor Office 1 - Land Records Standard Size   | 187,200    | \$0.120          | \$22,464.00         |
| PDS-TK-PSCAN  | 2nd Floor Office 1 - Property Cards Standard Size   | 10,980     | \$0.120          | \$1,317.60          |
| PDS-TK-PSCAN  | 2nd Floor Office 1 - Minute Boks Standard Size  | 13,100     | \$0.100          | \$1,310.00          |
| PDS-TK-PSCAN  | 2nd Floor Office 1 - Miscellaneous Binders  | 11,200     | \$0.100          | \$1,120.00          |
| PDS-TK-PSCAN  | 2nd Floor Back Office - Miscellaneous Binders   | 174,300    | \$0.100          | \$17,430.00         |
| PDS-TK-PSCAN  | City Secretary - Ordinances, Resolutions, Contracts   | 137,340    | \$0.100          | \$13,734.00         |
| PDS-TK-IMG-PREP 50 - 99K  | Image Handling and Prep (Per Phase)   | 7          | \$645.00         | \$4,515.00          |
| PDS-TK-IMG-IMPProg 50 - 99K   | Image Extraction, Image Naming and Windows Folder Creation and / or Document System Import File (Per Phase) | 7          | \$645.00         | \$4,515.00          |
| PDS-TK-IMG-IMPORT 50 - 99K  | Image Importation into Host System  | 7          | \$645.00         | \$4,515.00          |
| PDS-EXT-HD  | External Hard Drive   | 3          | \$119.00         | \$357.00            |
| OPEN MARKET   | Double Walled 15" Storage Boxes   | 245        | \$4.50           | \$1,102.50          |
| OPEN MARKET   | Packing, Pick up and Re-Delivery  | 1          | \$850.00         | \$850.00            |
|   | <b>TOTAL ESTIMATED PROJECT COST</b>   |            |                  | <b>\$114,168.95</b> |

**EXHIBIT C (2)**  
**DOCUMENT MANAGEMENT SYSTEM**

**5 CONCURRENT FULL FEATURED AND FIVE CONCURRENT SEARCH AND VIEW CLICKSCAN LICENSES**

| Part Number   | Description  | Qty | Cost Per Unit | Total Cost        |
|---|--|-----|---------------|-------------------|
| <b>SOFTWARE</b>   |  |     |               |                   |
| PDS-CS-5-9CC  | ClickScan 5-9 CC User  | 5   | \$569.76      | \$2,848.80        |
| PDS-TS-SW PDS   | Tracksuite Software - ClickScan WebView 5 CC                 | 1   | \$1,500.00    | \$1,500.00        |
| <b>TOTAL SOFTWARE</b>   |  |     |               | <b>\$4,348.80</b> |
| <b>HARDWARE</b>   |  |     |               |                   |
| Open Market   | Server provided by City (Or PDS Hosting)                     | 1   | \$0.00        | \$0.00            |
| <b>TOTAL HARDWARE</b>   |  |     |               | <b>\$0.00</b>     |
| <b>IMPLEMENTATION &amp; TRAINING</b>                              |  |     |               |                   |
| PDS-CS-SW-CSINSTALL   | ClickScan System Implementation                              | 1   | \$957.73      | \$957.73          |
| PDS-CS-SWC-CS   | ClickScan Client Installation                                | 5   | \$107.50      | \$537.50          |
| PDS-CI-TRAIN  | ClickScan User and Admin Training                            | 1   | \$406.25      | \$406.25          |
| PDS-CI-PS   | PDS Professional Services - Drawer Design and Implementation | 4   | \$107.50      | \$430.00          |
| OPEN MARKET   | Travel and Per Diem  | 1   | \$550.00      | \$550.00          |
| <b>TOTAL IMPLEMENTATION</b>                                       |  |     |               | <b>\$2,881.48</b> |
| <b>ANNUAL MAINTENANCE AND SUPPORT</b>                             |  |     |               |                   |
| PDS-CS-5-9 CC-MA  | ClickScan 5-9 CC User - Annual Maintenance                   | 5   | \$128.01      | \$640.05          |
| PDS-CSWEB-MA  | ClickScan WEB - Annual Maintenance                           | 1   | \$300.00      | \$300.00          |
| <b>TOTAL ANNUAL SUPPORT</b>                                       |  |     |               | <b>\$940.05</b>   |
| <b>TOTAL SYSTEM COST</b>  |  |     |               | <b>\$8,170.33</b> |
| <b>OPTIONAL PDS HOSTED CLOUD SERVICE ON GOOGLE CLOUD PLATFORM</b> |  |     |               |                   |
| PDS-HCS-GCP   | PDS Hosted Cloud Services on GCP (Annual Cost)               | 1   | \$2,100.00    | \$2,100.00        |

## EXHIBIT D

### TERMS AND CONDITIONS

1. Engagement. PDS hereby agrees to perform the Services in a professional manner, consistent with industry standards, and in accordance with and subject to the terms and conditions of this Agreement, including without limitation all exhibits to the Agreement.
2. Term. Unless otherwise terminated as provided herein, the term of the Agreement shall be as follows:
  - (a) Project based services. As it relates to any portion of the Services that are based on completion of a defined task ("Project Based Services"), the term of this Agreement shall begin on the Effective Date and shall continue until all such Project Based Services are completed and the parties have satisfied all of their respective responsibilities and obligations with respect to such Project Based Services hereunder.
  - (b) Repetitive services. As it relates to any portion of the Services that are not Project Based Services, the term of this Agreement shall be for three years from the Effective Date (the "Initial Term"), and shall automatically extend for successive two-year terms unless written notice of termination is given by either party to the other not less than ninety (90) days prior to the end of the then current term.
3. Billing and Payment. CITY shall pay PDS for the Services the Fees set forth on the Pricing Schedule. Once per calendar year, PDS will have the right to increase the Fees upon sixty (60) days' notice to CITY, provided that the amount of any such increase will not exceed the lower of (a) five percent (5%), or (b) the percentage increase in the ECI during the past twelve (12) months. "ECI" means Employment Cost Index, Compensation, Private Industry, White Collar Occupations, not seasonally adjusted, (June 1989 = 100), as published by the U.S. Department of Labor, Bureau of Labor Statistics. All price increases will become effective SIXTY (60) days after PDS delivers written notice to CITY. In addition to the foregoing, the following policies with respect to billing and payment shall apply:
  - (a) \$ 0 is CITY's initial pre-payment amount. PDS is not obligated to begin providing the Services until it receives such payment from CITY.
  - (b) Invoices for the Services performed hereunder are due and payable upon receipt. If payment is not received by PDS within thirty (30) days of CITY'S receipt of an invoice for the amounts owing thereunder, any outstanding balances will bear a late payment fee at the lower rate of: (i) 1.5% per month, or (ii) the maximum rate allowed by law, until paid in full. PDS reserves the right to charge CITY the costs of collecting delinquent accounts, including filing fees and attorney fees.
  - (c) CITY shall be billed for and shall be responsible for paying all federal, state, CITY, local or other excise, sales or use taxes in connection with the provision of the Services, except for those taxes based on PDS'S income, or which are PDS'S responsibility as an employer.

- (d) CITY and PDS agree that time is of the essence for payment of all invoices. If CITY disagrees with an invoice, CITY shall timely pay that portion of the invoiced amount not in dispute and, within five (5) days of the invoice date, deliver written notice to PDS, specifying in reasonable detail the basis of CITY's dispute. PDS and CITY agree to meet in good faith to discuss a resolution to CITY's dispute. If, within ten (10) days of CITY's dispute, the parties cannot agree, PDS and CITY shall have the right to resort to any legal or equitable remedies available to them under law in order to finally resolve the dispute.

4. Change in Scope.

- (a) CITY hereby acknowledges that the Fees are based upon the SOW and the Assumptions. PDS, therefore, reserves the right to increase the Fees if the Assumptions are materially different than the actual operating circumstances.
- (b) In the event CITY requests in writing any change in the Services after the date hereof, then the parties will either agree to revise the SOW and Pricing Schedule as is needed to reflect such change or, if such agreement is not reached, the terms and conditions of the original SOW will continue to govern.

5. CITY Content.

- (a) CITY represents and warrants that all content and other materials it discloses or delivers to PDS for use in connection with this Agreement (the "Content") are the property of CITY, or that CITY has the rights to disclose or deliver the Content and other materials to PDS, and that the Content and other materials do not infringe any copyright, trademark, trade secret, patent or other right of any third party.
- (b) CITY represents, warrants and covenant that PDS'S use of the Content in performing the Services does not and will not infringe any copyright, trademark, trade secret, patent or other right of any third party.
- (c) PDS shall be entitled to rely on the accuracy, truthfulness, completeness and appropriateness of all Content. If CITY submits Content in deviation from the agreed upon specifications or format, or which contain extraneous data, then PDS will notify CITY of the deviation and CITY will either (a) remedy the deviation at its cost; or (b) direct PDS to remedy the deviation, and CITY will pay PDS at PDS'S then current hourly rate for such services.
- (d) CITY shall have and retain all rights, title and interests, including all intellectual property rights, in and to Content provided by CITY to PDS under this Agreement.

6. Confidentiality.

- (a) During the term of this Agreement, each party may have access to information that is considered confidential by the other. This information may include, but is

not limited to, documentation, technical know-how, technical specifications, software object code and source code, protocols, strategic business plans, results of testing, systems, financial information, product information, methods of operation, supplier information, and compilations of data (“Confidential Information”).

- (b) Each party shall use the other party’s Confidential Information only for the purposes of this Agreement. Each party shall maintain the confidentiality of the other party’s Confidential Information in the same manner in which it protects its own Confidential Information of like kind, but in no event shall either party take less than reasonable precautions to prevent the unauthorized disclosure or use of the other party’s Confidential Information.
- (c) Each party is permitted to disclose the other party’s Confidential Information to its employees, contractors and other third parties on a need to know basis only, provided that such employees, contractors and/or third parties have written or legal confidentiality obligations to that party no less stringent than those contained in this Agreement. Each party shall be and remain fully liable and responsible for its employees’, contractors’ and/or other third parties’ unauthorized disclosure or use of the other party’s Confidential Information.
- (d) The confidentiality provisions of this Agreement do not apply to information that is or becomes generally available or known to the public through no act or omission of the receiving party; was received lawfully from a third party through no breach of any obligation of confidentiality owed to the disclosing party; or created by a party independently of its access to or use of the other party’s Confidential Information.
- (e) Upon termination of this Agreement, each party shall return the other party’s Confidential Information and shall not use the other party’s Confidential Information for its own, or any third party’s, benefit. The provisions of this Section shall survive the termination or non-renewal of this Agreement for so long as the Confidential Information remains confidential. In the event that either party determines that returning or destroying the Confidential Information is infeasible, such party shall extend the protections of the agreement to such Confidential Information and limit further use and disclosures of such information to those purposes that make the return or destruction infeasible for as long as such party maintains the Confidential Information.

7. Title to Work Product. Except for CITY’S Content, PDS and/or its licensors shall have and retain all rights, title and interests, including all intellectual property rights, in and to the all deliverables created by PDS in connection with, or pursuant to, this Agreement (collectively, “PDS Materials”), and all updates, upgrades, modifications, enhancements and derivative works of the PDS Materials. No PDS Materials created by PDS in connection with, or pursuant to, this Agreement are to be considered “works made for hire” as that term is used in connection with the U.S. Copyright Act. To the extent that, by operation of law or otherwise, CITY owns any

intellectual property rights in such PDS Materials, CITY hereby assigns to PDS all rights, title and interest, including all intellectual property rights, in such works.

8. Risk of Loss and Insurance. CITY acknowledges that it has unique knowledge of the value of any electronic data processing media, papers or other tangible personal property furnished by CITY to PDS in connection with the provision of the Services (the "CITY Property"). CITY hereby agrees and represents to PDS that it has and shall maintain policies of insurance in amounts necessary or required to insure against any loss of or damage to the CITY Property while the same is within the care, custody and control of PDS.

9. PDS Warranties.

- (a) PDS warrants that any deliverables it produces hereunder will be in substantial conformance with the specifications in the SOW. PDS warrants that it shall provide all deliverables in accordance with the time-frames and milestones in the SOW; provided, however, that CITY timely, accurately and completely performs all of its obligations under this Agreement.
- (b) PDS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER, AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION.

10. CITY Warranties.

- (a) CITY, not PDS, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all content that CITY provides to PDS or that PDS has access to, in relation to the Services. PDS shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any CITY Content, or for any actions or omissions which PDS takes in reliance upon CITY's Content.
- (b) CITY warrants that it shall timely, completely and accurately perform all of its obligations and responsibilities under this Agreement, including, without limitation, the timely rendering of all required decisions and approvals. Should CITY fail to comply with this warranty, PDS shall receive an appropriate extension of time to provide the deliverables under this Agreement, shall not be held responsible or liable for any resulting delay in providing deliverables under this Agreement.

11. Limitation of Liability. Except as provided below, in no event shall either party be liable to the other party in connection with this Agreement and/or the Services, regardless of the form of action or theory of recovery, for any: (a) indirect, incidental, consequential, special, punitive or exemplary damages, regardless of whether that party is aware of their possibility; (b) lost profits, lost revenue, loss of data, lost business expectancy or business interruption losses; and/or (c) direct damages in an amount in excess of the fees paid by CITY to PDS under this Agreement during the twelve (12) month period immediately preceding the event giving rise to the claim. Any claims

relating to this Agreement shall be brought within one (1) year after the party asserting the claim knew, or reasonably should have known, of the existence of the claim.

12. Indemnification.

- (a) PDS shall defend, at its sole expense, any third-party claim, demand or suit against CITY (“Claim”) alleging and/or arising out of the following, and shall indemnify and hold CITY harmless from and against any and all losses, liabilities, damages, fines, penalties, costs, expenses and/or fees (including reasonable attorneys’ fees) awarded or assessed against CITY in association with the Claim, or reached through a negotiated settlement of the Claim:
  - (1) that any deliverable produced by PDS hereunder infringes a third party’s patent, copyright, trademark, trade secret or other intellectual property right and/or violates a third party’s contract or other rights;
  - (2) that PDS, its employees, or subcontractors was negligent or committed an intentional act that caused injury to a person or damage to property, or failed to comply with any applicable law, statute, regulation or ordinance; and/or
  - (3) PDS’S breach of this Agreement, including, without limitation, any representation or warranty set forth in this Agreement.
- (b) If a deliverable is held to be infringing, or PDS believes that it is likely to infringe, then PDS shall, at its sole expense and option, either (1) procure for CITY the right to continue using the deliverable; or (2) replace or modify the deliverable such that it is non-infringing but maintains substantially the same functionality as the applicable deliverable.
- (c) To the extent permitted by law, CITY shall defend, at its sole expense, any Claim alleging and/or arising out of the following, and shall indemnify and hold PDS harmless from and against any and all losses, liabilities, damages, fines, penalties, costs, expenses and/or fees (including reasonable attorneys’ fees) awarded or assessed against PDS in association with the Claim, or reached through a negotiated settlement of the Claim:
  - (1) that any CITY Content infringes a third party’s patent, copyright, trademark, trade secret or other intellectual property right and/or violates a third party’s contract or other rights;
  - (2) that CITY, its employees, or contractors was negligent or committed an intentional act that caused injury to a person or damage to property, or failed to comply with any applicable law, statute, regulation or ordinance; and/or
  - (3) CITY’S breach of this Agreement, including, without limitation, any representation or warranty set forth in this Agreement.



- (d) In order to receive the indemnification in this Section, the party seeking the indemnification must promptly notify the other party of the assertion of the Claim; allow the other party to retain sole and exclusive control over the defense and/or settlement of the Claim; and cooperate with the other party, at the other party's expense, in the defense and/or settlement of the Claim. This Section sets forth each party's sole indemnification obligations and remedies in connection with the Claims described above.

13. Termination. This Agreement may be terminated prior to the end of the Initial Term only (a) by mutual agreement of CITY and PDS, (b) in the event CITY materially breaches this Agreement, by PDS upon thirty (30) days written notice to CITY provided that CITY has not, within such thirty day (30) period, cured such breach, or (c) in the event PDS materially breaches this Agreement, by CITY upon thirty (30) days written notice to PDS provided that PDS has not, within such thirty (30) day period, cured such breach or (d) by the other party immediately if a party is adjudged insolvent or bankrupt, or upon the institution of any proceedings by a party seeking relief, reorganization or arrangement under any laws relating to insolvency, or if an involuntary petition in bankruptcy is filed against a party and the petition is not discharged within sixty (60) days after filing, or upon any assignment for the benefit of a party's creditors, or upon the appointment of a receiver, liquidator or trustee of any of a party's assets, or upon the liquidation, dissolution or winding up of a party's business. After the Initial Term, CITY may terminate this Agreement, with or without cause, by giving PDS thirty (30) days written notice of the CITY's intention to terminate this Agreement. PDS shall be entitled to payment for all Services rendered and expenses incurred, as provided for in Section 3 of these Terms and Conditions, up to the date the CITY's notice of termination is received by PDS.

14. Force Majeure. Other than with respect to failure to make payments due hereunder, neither party shall be liable under this Agreement for delays, failure to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused or occasioned by, or due to fire, earthquake, flood, water, the elements, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond their reasonable control, provided that the party affected by such event shall immediately begin or resume performance as soon as practicable after the event has been abated.

15. Independent Contractor. The relationship between PDS and CITY is that of independent contractor. Nothing in this Agreement shall be construed as creating a relationship between PDS and CITY of joint ventures, partners, employer-employee, or agent. Neither party has the authority to create any obligations for the other, or to bind the other to any statement, representation or document. PDS will be responsible for all personnel it may assign to provide Services to CITY. Personnel furnished by PDS shall be and will remain PDS'S employees, and under no circumstances are they to be considered CITY'S employees or agents. Neither federal, state nor local income or payroll tax of any kind shall be withheld or paid by CITY on behalf of PDS or its employees. No PDS employees shall participate in any benefit of CITY, including health insurance, paid vacation or other benefit provided by CITY to its employees.

16. Notices. All notices must be in writing and sent to the individual who executed this Agreement on the other party's behalf, either by hand delivery; messenger; certified mail, return receipt requested; overnight courier; or by facsimile or by e-mail (with a confirming copy by regular mail) and shall be effective when received by such party at the address listed herein or other address provided in writing.

17. Entire Agreement. This Agreement and the Exhibits thereto, contain the entire understanding of the parties with respect to the subject matter addressed herein and supersede, replace and merge all prior understandings, promises, representations and agreements, whether written or oral, relating thereto. This Agreement may not be modified except by a writing signed by both parties. Except as expressly provided herein, the remedies accorded the parties under this Agreement are cumulative and in addition to those provided by law, in equity or elsewhere in this Agreement. If CITY issues a purchase order or memorandum or other instrument covering the Services provided herein, such purchase order, memorandum or other instrument shall be for CITY'S internal purposes only, and any and all terms and conditions contained therein, whether printed or written, shall not vary, modify or add to the terms and conditions of this Agreement.

18. Governing Law. This Agreement shall be governed by the laws of the State of Texas (exclusive of its choice of law rules), and the federal laws of the U.S. Exclusive venue for any litigation relating to this Agreement is Brazoria County, Texas.

19. Assignability. CITY may not assign this Agreement, in whole or in part, without PDS'S prior express written consent, which shall not be unreasonably withheld or delayed. Any attempted assignment without such written consent shall be void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

20. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision will be enforced to the fullest extent that it is valid and enforceable under applicable law. All other provisions of this Agreement shall remain in full force and effect.

21. Non-Waiver. Any waiver of a party's right or remedy related to this Agreement must be in writing, signed by that party to be effective. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy will effect the other provisions of this Agreement.

22. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. This Agreement shall become effective when one or more counterparts have been executed by each of the parties and delivered to the other party. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

23. Third Parties. Nothing in this Agreement, express or implied, is intended to or shall be construed to confer upon or give any person other than the parties and their respective successors and permitted assigns, any legal or equitable right, remedy or claim under or with respect to this Agreement.

24. Non-Recruitment and Non-Hire; Right to Hire. Both parties recognize that each party has made substantial efforts and incurred substantial expense to recruit, employ and train its personnel with whom the other party and/or its employees may have contact. Neither party shall, without the prior written consent of the other party, actively recruit and thereafter employ any person who is or was employed by the other party and/or any of its affiliated companies, so long as this Agreement is in effect and for a period of one year following its termination.

The following activities will not constitute "active recruitment":

- (a) a party receives an unsolicited resume for an employee of the other party, either directly from the employee or from an employment agency or recruiter, and thereafter interviews or negotiates employment with such employee. Resumes shall be unsolicited unless a party specifically identifies a particular employee by name in its request for resumes from the employment agency or recruiter; or
- (b) a party places a recruiting advertisement directed at the general public and thereafter interviews or negotiates employment with an employee responding to such advertisement; or
- (c) a party discusses employment with an employee of the other party prior to the Effective Date of this Agreement and thereafter interviews or negotiates employment with such employee. An affidavit by such employee to the effect that employment was actually discussed on a certain date prior to the Effective Date shall be conclusive proof of this fact.

In the event of a breach of the covenant contained above, the injured party shall have the right to take any one or more of the following actions, concurrently or successively:

- (1) immediately terminate this Agreement upon written notice;
- (2) seek an injunction against further violations of this Section;
- (3) pursue whatever other remedies are available under this Agreement or at law and equity.

In the event of dissolution or cessation of the business of either party such party waives all rights in this Section and the other party may actively recruit and employ employees of such party.

25. Electronic Media. CITY agrees that PDS may scan, image or otherwise convert this Contract into an electronic format of any nature. CITY also agrees that a copy of this Contract produced from such electronic format is legally equivalent to the original for any and all legal purposes, including litigation. Likewise, CITY agrees that PDS's receipt by fax of the Contract

signed by you legally binds you and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

26. Survival. All provisions of this Agreement relating to confidentiality, ownership, indemnification, non-solicitation and limitations of liability shall survive termination or non-renewal of this Agreement.



City of Freeport - Large Format Drawing Conversion

# PERMANENT RECORD AND LARGE FORMAT DRAWING CONVERSION

UPDATED 10/7/2022

Prepared for

CITY OF FREEPORT



## City Overview - Corporate Experience

Since 1995, PDS has provided records management, electronic imaging, Automated Forms and custom software solutions to government, education, business, financial and healthcare organizations throughout the West Texas and New Mexico.

We have encountered and solved a wide variety of document management challenges. Our solutions are customer focused and specifically designed to meet the varying needs of a diverse client base.

As a full service document and records management provider PDS develops and supports solutions in five areas:

1. Document Imaging and Records Management
2. Canon Scanners and capture systems
3. Electronic / Automated Forms
4. Custom Software Applications integrated with Electronic Imaging
5. Document / Data Conversion including Paper to digital format

We believe this strategy will best serve our clients over the long term as we are positioned to recommend the most cost effective solution based on the customers document/record characteristics (i.e.. volume, retention, retrieval rates etc.).

As members of the Association of Information and Image Management (AIIM) and the Association of Records managers and Administrators (ARMA) PDS actively participates in the organizations informational marketing program and is therefore abreast with changes, modifications and new technologies within this fast paced environment.

In addition, PDS has two (2) CERTIFIED DOCUMENT IMAGING ARCHITECTS (CDIA) on staff that are responsible for industry standards and proper design and implementation of imaging systems. CDIA is an industry accreditation program designed and implemented by the Computing Technology Industry Association in conjunction with several large imaging software and hardware vendors.



## **Project Objectives**

The objective of the project is the archiving of critical large format building inspection files and records on to a permanent storage medium and the subsequent importation of the digital files and indices into a document management system. The archiving procedure will provide administrative personnel with the ability to access the records through the system once the scanned documents have been indexed and uploaded.

## **Archiving Recommendation**

To provide the department with the most cost effective solution to your retrieval challenges, and to maintain consistency in your archived records format and to preserve the integrity of the records, PDS is recommending the following solution.

1. Scan and index the files and deliver to the Department an external hard drive with TIFF files named by the indexing criteria.
2. Create the appropriate ClickScan drawer structure and subsequently import all the images into the ClickScan document management system for network access.

**Records Preparation and Evaluation**

The following outlines the document characteristics and estimated volume as recently described:

**ORIGINAL SURVEY**

| <b>VAULT - 16" X 16" BOXES</b> |                     |                         |            |                 |
|--------------------------------|---------------------|-------------------------|------------|-----------------|
| TUBE SIZE                      | AVERAGE TUBES / BOX | AVERAGE DRAWINGS / TUBE | # OF BOXES | ESTIMATED PAGES |
| Small                          | 6                   | 12                      | 23         | 1,656           |
| Medium                         | 14                  | 25                      | 23         | 8,050           |
| Large                          | 2                   | 50                      | 23         | 2,300           |
| <b>TOTAL VAULT</b>             |                     |                         |            | <b>12,006</b>   |

| <b>LARGE OFFICE - BOX 1</b>       |                     |                         |            |                 |
|-----------------------------------|---------------------|-------------------------|------------|-----------------|
| TUBE SIZE                         | AVERAGE TUBES / BOX | AVERAGE DRAWINGS / TUBE | # OF BOXES | ESTIMATED PAGES |
| Small                             | 5                   | 12                      | 1          | 60              |
| Medium                            | 4                   | 25                      | 1          | 100             |
| Large                             | 20                  | 50                      | 1          | 1,000           |
| <b>TOTAL LARGE OFFICE - BOX 1</b> |                     |                         |            | <b>1,160</b>    |

| <b>LARGE OFFICE - BOX 2</b>       |                     |                         |            |                 |
|-----------------------------------|---------------------|-------------------------|------------|-----------------|
| TUBE SIZE                         | AVERAGE TUBES / BOX | AVERAGE DRAWINGS / TUBE | # OF BOXES | ESTIMATED PAGES |
| Small                             | 3                   | 12                      | 1          | 36              |
| Medium                            | 8                   | 25                      | 1          | 200             |
| Large                             | 1                   | 50                      | 1          | 50              |
| <b>TOTAL LARGE OFFICE - BOX 2</b> |                     |                         |            | <b>286</b>      |

| <b>LARGE OFFICE - LOOSE</b>       |                 |                         |     |                 |
|-----------------------------------|-----------------|-------------------------|-----|-----------------|
| TUBE SIZE                         | NUMBER OF TUBES | AVERAGE DRAWINGS / TUBE | QTY | ESTIMATED PAGES |
| Small                             | 0               | 12                      | 1   | 0               |
| Medium                            | 1               | 25                      | 1   | 25              |
| Large                             | 4               | 50                      | 1   | 200             |
| <b>TOTAL LARGE OFFICE - LOOSE</b> |                 |                         |     | <b>225</b>      |



| <b>BACK OFFICE - RACK</b>       |                 |                         |     |                 |
|---------------------------------|-----------------|-------------------------|-----|-----------------|
| TUBE SIZE                       | NUMBER OF TUBES | AVERAGE DRAWINGS / TUBE | QTY | ESTIMATED PAGES |
| Small                           | 78              | 12                      | 1   | 936             |
| Medium                          | 168             | 25                      | 1   | 4,200           |
| Large                           | 37              | 50                      | 1   | 1,850           |
| <b>TOTAL BACK OFFICE - RACK</b> |                 |                         |     | <b>6,986</b>    |

| <b>LARGE OFFICE - STACKS</b>                   |  |  |  |                 |
|--|--|--|--|-----------------|
|  |  |  |  | ESTIMATED PAGES |
| Stacks - Large Format Intermixed with Standard |  |  |  | 200             |
| <b>TOTAL LARGE OFFICE - STACKS</b>             |  |  |  | <b>200</b>      |

|   |               |
|---|---------------|
| <b>TOTAL ESTIMATE LARGE FORMAT DRAWINGS</b> | <b>20,863</b> |
|---|---------------|

**2/18/22 SURVEY ADDITIONS**

| <b>2ND FLOOR MAP ROOM - BINS / SLOTS</b> |                 |                         |                 |
|--|-----------------|-------------------------|-----------------|
| ROLL SIZE                                | NUMBER OF Rolls | AVERAGE DRAWINGS / ROLL | ESTIMATED PAGES |
| Small                                    | 569             | 2.5                     | 1,423           |
| Medium                                   | 40              | 5                       | 200             |
| Large                                    | 12              | 15                      | 180             |
| <b>2ND FLOOR MAP ROOM BINS / SLOTS</b>   |                 |                         | <b>1,803</b>    |

| <b>2ND FLOOR MAP ROOM - HANGING RACK</b>  |  |  |                 |
|---|--|--|-----------------|
|   |  |  | ESTIMATED PAGES |
| <b>2ND FLOOR MAP ROOM - HANGING RACKS</b> |  |  | <b>24</b>       |

| <b>2ND FLOOR MAP ROOM - DRAWERS</b> |                   |                         |                 |
|-------------------------------------|-------------------|-------------------------|-----------------|
| Drawer                              | NUMBER OF DRAWERS | AVG DRAWINGS PER DRAWER | ESTIMATED PAGES |
| Small                               | 9                 | 65                      | 585             |
| Medium                              | 2                 | 105                     | 210             |
| Large                               | 6                 | 155                     | 930             |
| <b>2ND FLOOR MAP ROOM - DRAWERS</b> |                   |                         | <b>1,725</b>    |

|   |               |
|---|---------------|
| <b>TOTAL ESTIMATE LARGE FORMAT DRAWINGS - ALL LOCATIONS</b> | <b>24,415</b> |
|---|---------------|

**ORIGINAL SURVEY**

| Location  | Records Description                | Storage Type | Qty. | Box/Book/Drawer Length | Estimated Filing Inches | Estimated Pages / Inch | Estimated Pages |
|---|------------------------------------|--------------|------|------------------------|-------------------------|------------------------|-----------------|
| Large Office  | Building Files                     | Stacks       | 3    | 12                     | 36                      | 200                    | 7,200           |
| Large Office  | Building Files                     | Stacks       | 2    | 8                      | 16                      | 200                    | 3,200           |
| Large Office  | Building Files                     | Box          | 1    | 24                     | 24                      | 200                    | 4,800           |
| Large Office  | Code Files - 24" Drawers 100% Full | Drawer       | 12   | 24                     | 288                     | 200                    | 57,600          |
| Large Office  | Code Files - 24" Drawers 75% Full  | Drawer       | 3    | 18                     | 54                      | 200                    | 10,800          |
| Large Office  | Code Files - 24" Drawers 50% Full  | Drawer       | 3    | 12                     | 36                      | 200                    | 7,200           |
| Large Office  | Code Files - 24" Drawers 25% Full  | Drawer       | 1    | 6                      | 6                       | 200                    | 1,200           |
| <b>Total Building and Code Files - Standard Pages</b> |                                    |              |      |                        |                         |                        | <b>92,000</b>   |
| <b>Total Estimated Boxes</b>                          |                                    |              |      |                        |                         |                        | <b>27</b>       |

**2/18/22 SURVEY ADDITIONS**

| Location                                  | Records Description       | Storage Type | Qty. | Box/Book/Drawer Length | Percent Full | Estimated Filing Inches | Estimated Pages / Inch | Estimated Pages |
|---|---------------------------|--------------|------|------------------------|--------------|-------------------------|------------------------|-----------------|
| 2nd Floor Office                          | Land Record Files (Legal) | Drawer       | 28   | 24                     | 100%         | 672                     | 150                    | 100,800         |
| 2nd Floor Office                          | Land Record Files (Legal) | Drawer       | 12   | 24                     | 75%          | 288                     | 150                    | 43,200          |
| 2nd Floor Office                          | Land Record Files (Legal) | Drawer       | 10   | 24                     | 50%          | 240                     | 150                    | 36,000          |
| 2nd Floor Office                          | Land Record Files (Legal) | Drawer       | 2    | 24                     | 25%          | 48                      | 150                    | 7,200           |
| <b>Total Land Record - Standard Pages</b> |                           |              |      |                        |              |                         | <b>187,200</b>         |                 |
| <b>Total Estimated Boxes (11" Pack)</b>   |                           |              |      |                        |              |                         | <b>113</b>             |                 |

| Location   | Records Description                | Storage Type | Qty. | Estimated Envelopes / Set | Estimated Total Envelopes | Estimated Cards / Envelope | Estimated Pages |
|--|------------------------------------|--------------|------|---------------------------|---------------------------|----------------------------|-----------------|
| 2nd Floor Office                                   | Property Cards (4" x 6" Envelopes) | Sets         | 61   | 10                        | 610                       | 18                         | 10,980          |
| <b>Total Property Cards in Envelopes (4" x 6")</b> |                                    |              |      |                           |                           |                            | <b>10,980</b>   |
| <b>Total Estimated Boxes</b>                       |                                    |              |      |                           |                           |                            | <b>27</b>       |

| Location                     | Records Description          | Storage Type | Qty. | Estimated Pages / Book | Estimated Pages |
|------------------------------|------------------------------|--------------|------|------------------------|-----------------|
| 2nd Floor Office             | Minute Books 12" x 18" Post  | Book         | 12   | 600                    | 7,200           |
| 2nd Floor Office             | Minute Books 8.5" x 14" Post | Book         | 15   | 300                    | 4,500           |
| 2nd Floor Office             | Minute Books 8.5" x 11" Post | Book         | 7    | 200                    | 1,400           |
| <b>Total Minute Books</b>    |                              |              |      |                        | <b>13,100</b>   |
| <b>Total Estimated Boxes</b> |                              |              |      |                        | <b>8</b>        |



City of Freeport - Large Format Drawing Conversion

| Location  | Records Description   | Storage |      | Estimated     | Estimated    | Estimated     |
|---|-----------------------|---------|------|---------------|--------------|---------------|
|   |                       | Type    | Qty. | Inches / Book | Pages / Book | Pages         |
| 2nd Floor Office                                      | Miscellaneous Binders | Binder  | 6    | 4             | 800          | 4,800         |
| 2nd Floor Office                                      | Miscellaneous Binders | Binder  | 6    | 3             | 600          | 3,600         |
| 2nd Floor Office                                      | Miscellaneous Binders | Binder  | 14   | 1             | 200          | 2,800         |
| <b>Total Miscellaneous Binders - 2nd Floor Office</b> |                       |         |      |               |              | <b>11,200</b> |
| <b>Total Estimated Boxes</b>                          |                       |         |      |               |              | <b>10</b>     |

| Location  | Records Description                 | Storage |      | Box/Book/Drawer | Estimated     | Estimated    | Estimated      |
|---|-------------------------------------|---------|------|-----------------|---------------|--------------|----------------|
|   |                                     | Type    | Qty. | Length          | Filing Inches | Pages / Inch | Pages          |
| 2nd Floor Back Office                               | Miscellaneous Boxes (Legal no tops) | Box     | 9    | 15              | 135           | 200          | 27,000         |
| 2nd Floor Back Office                               | Miscellaneous Boxes (Envelopes)     | Box     | 6    | 15              | 90            | 230          | 20,700         |
| 2nd Floor Back Office                               | Miscellaneous Binders               | Shelves | 15   | 36              | 540           | 210          | 113,400        |
| 2nd Floor Back Office                               | Miscellaneous Binders               | Binders | 20   | 3               | 60            | 220          | 13,200         |
| <b>Total 2nd Floor back Office - Standard Pages</b> |                                     |         |      |                 |               |              | <b>174,300</b> |
| <b>Total Estimated Boxes</b>                        |                                     |         |      |                 |               |              | <b>75</b>      |

| Location                                     | Records Description              | Storage |      | Box/Book/Drawer | Estimated     | Estimated    | Estimated      |
|--|----------------------------------|---------|------|-----------------|---------------|--------------|----------------|
|  |                                  | Type    | Qty. | Length          | Filing Inches | Pages / Inch | Pages          |
| City Secretary Office                        | Ordinances & Resolutions (Legal) | Drawers | 16   | 24              | 384           | 210          | 80,640         |
| City Secretary Office                        | Contracts & Agreements (Legal)   | Drawers | 7    | 36              | 252           | 220          | 55,440         |
| City Secretary Office                        | Minutes                          | Binders | 2    | 3               | 6             | 210          | 1,260          |
| <b>Total City Secretary - Standard Pages</b> |                                  |         |      |                 |               |              | <b>137,340</b> |
| <b>Total Estimated Boxes</b>                 |                                  |         |      |                 |               |              | <b>58</b>      |

**Additional Document Characteristics and Clarifications**

- 1) All drawings are stored in rolls, bins, boxes, drawers and hanging clips.
- 2) All drawings are clearly marked with "Project #" and / or "Project Description" or "Building Description".
- 3) Drawings vary in size from 24" x 36" to 30" x 42'
- 4) A "set" of drawings that are bound in some fashion will be considered one document and scanned as such.
- 5) All drawings will be prepared for scanning by PDS, including but not limited to removing staples, clips, sticky notes and other impediments to scanning.
- 6) Index criteria as follows as listed below:

Large Format - Project #, Building Description or agreed upon naming convention

Standard

| Index Criteria          |                            |
|-------------------------|----------------------------|
| Land Records            | File Number, Description   |
| Minute Books            | Meeting Type, Meeting Date |
| Drawings / Plats / Maps | Drawing Description, Date  |
| Miscellaneous Binders   | Binder Description         |
| Ordinances              | Number, Date               |
| Resolutions             | Number, Date               |

### Scope of Service - Source Document Scanning

Professional Document Systems will perform the following services to ensure the completion of all objectives as outlined.

1. The packing of the rolled drawings, cabinet drawers and binders into PDS supplied boxes.
2. Inventory of the boxes at the office and comparison against the records. Box inventory to be conducted by PDS / Freeport. PDS to apply standard process labels to each box and intern identify the proper box # and box total in the box.
3. Both PDS and the City of Freeport to sign off on Box inventory at point of pick up.
4. PDS will load our cargo van for secured transport of the boxes to the PDS document conversion center located at 1414 Common Dr. El Paso Texas. Once loaded in the PDS cargo van / truck, the van doors will be locked, and the transport will be non-stop to the conversion center.
5. Receipt of boxes and unloading at our conversion center, box inventory cross check and placement on work in process shelves
6. Preparation of documents for scanning including removing fastener clips and staples.
7. The scanning of all documents into the PDS imaging system at 300 DPI black and white
8. **Hard to read or bad condition drawings may be scanned in Grayscale to ensure best possible clarity**
9. No document re-preparation will take place (i.e. Re-Stapling or re-binding sets).
10. Pages will be placed back in the rolls and rubber banded in the order that they were scanned.
11. The indexing of all records into the PDS imaging system. Actual index for the files to be: as described in the evaluation.
12. The institution of a quality control system to ensure a) Image Readability, b) Image accessibility and c) indexing accuracy. QC process to ensure a 98% accuracy rate.
13. The conversion of the documents to PDF files named by the index criteria.
14. The mastering of an flash or external hard drive with the index and image data for copying on to a central share drive.
15. The import / copy process will be conducted in a phased approach to facilitate CITY approval for each import.
16. All labor to complete the job will be supplied by Professional Document Systems.



**City of Freeport - Large Format Drawing Conversion**

17. Professional Document Systems will utilize trained supervisory staff including a CERTIFIED DOCUMENT IMAGING ARCHITECT to manage the back file conversion project.
18. All conversion and indexing to meet or exceed ANSI and Texas State Records Center standards.
19. The delivery of the hard drive and plan drawings to the Document control Manager.
20. **Upon completion of the project or after final approval of each phase, PDS with CITY oversight will delete from our production server all indices and images related to the project.**



## Scope of Service

**Importation into the cities ClickScan network document management database for search and view capabilities from the desktop.**

1. The creation of an “image import” script to automatically import the indices and images from the hard drive to the central server database.
2. The importation of the drawing TIFF images into the proposed ClickScan document management system for network search and view.



**City of Freeport - Large Format Drawing Conversion**

**Price Proposal - Source Document Scanning**

Professional Document Systems will perform all services as outlined above for the following price

All Prices Quoted per the following contracts:

**GSA Contract Number: GS-03F-0118V**  
 Region 19 Contract #: 20-7383  
 Texas Buy Board Contract #: 625-20

| <b>CITY OF FREEPORT - LARGE FORMAT DRAWING AND STANDARD DCOUMENT SCANNING PROJECT</b> |   |            |                  |                     |
|---|---|------------|------------------|---------------------|
| <b>COSTS UPDATED FOLLOWING ADDITIONAL SITE SURVEY ON 2-18-22</b>                      |   |            |                  |                     |
| <b>Item Number</b>  | <b>Description</b>  | <b>Qty</b> | <b>Unit Cost</b> | <b>Total Cost</b>   |
| PDS-TK-LSCAN  | Building and Code - Large Format Drawings   | 20,863     | \$1.300          | \$27,121.90         |
| PDS-TK-PSCAN  | Building and Code - Standard Size   | 92,000     | \$0.100          | \$9,200.00          |
| PDS-TK-LSCAN  | 2nd Floor - Large Format Drawings   | 3,552      | \$1.300          | \$4,616.95          |
| PDS-TK-PSCAN  | 2nd Floor Office 1 - Land Records Standard Size   | 187,200    | \$0.120          | \$22,464.00         |
| PDS-TK-PSCAN  | 2nd Floor Office 1 - Property Cards Standard Size   | 10,980     | \$0.120          | \$1,317.60          |
| PDS-TK-PSCAN  | 2nd Floor Office 1 - Minute Boks Standard Size  | 13,100     | \$0.100          | \$1,310.00          |
| PDS-TK-PSCAN  | 2nd Floor Office 1 - Miscellaneous Binders  | 11,200     | \$0.100          | \$1,120.00          |
| PDS-TK-PSCAN  | 2nd Floor Back Office - Miscellaneous Binders   | 174,300    | \$0.100          | \$17,430.00         |
| PDS-TK-PSCAN  | City Secretary - Ordinances, Resolutions, Contracts   | 137,340    | \$0.100          | \$13,734.00         |
| PDS-TK-IMG-PREP 50 - 99K  | Image Handling and Prep (Per Phase)   | 7          | \$645.00         | \$4,515.00          |
| PDS-TK-IMG-IMPPROG 50 - 99K   | Image Extraction, Image Naming and Windows Folder Creation and / or Document System Import File (Per Phase) | 7          | \$645.00         | \$4,515.00          |
| PDS-TK-IMG-IMPORT 50 - 99K  | Image Importation into Host System  | 7          | \$645.00         | \$4,515.00          |
| PDS-EXT-HD  | External Hard Drive   | 3          | \$119.00         | \$357.00            |
| OPEN MARKET   | Double Walled 15" Storage Boxes   | 245        | \$4.50           | \$1,102.50          |
| OPEN MARKET   | Packing, Pick up and Re-Delivery  | 1          | \$850.00         | \$850.00            |
| <b>TOTAL ESTIMATED PROJECT COST</b>   |   |            |                  | <b>\$114,168.95</b> |





## **Summary**

Since 1995, PDS has consistently demonstrated abilities to solve a wide variety of document challenges through source document scanning, electronic imaging applications, equipment sales and service and custom software/database applications. Our solutions are customer focused and designed to meet the specific needs of a diverse client base.

As a leader in document imaging products and services in New Mexico and West Texas and as proven performers, we are committed to your 100 % satisfaction.

The system agreed upon will be specifically designed to meet the document management needs of CITY OF FREEPORT. The components outlined are high quality, proven performers that provide "big system" benefits such as speed and flexibility, at reasonable costs. Additionally, this system can grow, as your requirements grow, thereby ensuring long term stability and uniformity for your document imaging system.

## **Guarantees and Warranties**

Professional Document Systems guarantees that this turnkey will perform as indicated to the full satisfaction of CITY OF FREEPORT.



City of Freeport - Large Format Drawing Conversion

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers effective as of the date first set forth below.

Professional Document Systems

CITY OF FREEPORT

*Matt Bowman*

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

**Matt Bowman**  
\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Typed or Printed Name)

**President**  
\_\_\_\_\_  
(Title)

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

Date: 10/7/2022

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

Dealer Address and Support Number:

**Terralogic Document Systems**

El Paso, Texas  
Dallas, Texas  
Albuquerque, NM  
Colorado Springs, CO

800-644-7112 General Inquiries  
800-708-8584 Technical Services

## **PDS Quality Assurance**

Our Kodak Document Conversion Center operates under a strict quality plan that ensures that our quality objectives of **100% image availability, 100% image readability and 98% indexing accuracy** are met.

### **Image Availability**

Pre scan activities include configuring our high speed production scanners for advanced text enhancement to ensure the best possible image creation. In addition we will configure scanner “imprinters” to place a “water mark” on each page during the scanning process. This imprinter acts as our first level of assurance that all your critical data will be captured. Following the initial scan our operator will review the file /pages scanned and ensure that the watermark is seen on every page thereby ensuring 100% image availability.

### **Image Readability**

In addition to checking for the watermark, our scan operator will also examine each image to ensure proper image clarity and readability. If illegible images are found during this first QC pass, they will be compared against the original and either rescanned or marked as best copy available.

### **Indexing Accuracy**

Double key data entry will be implemented on critical index fields to ensure indexing accuracy.

## **PDS Quality Assurance - Continued**

Following the initial scan and index process, we then implement the following secondary quality assurance processes:

**Our process starts with identifying the document population size on a recently scanned and indexed batch. A statistically relevant sample set based on MIL STD 105D is extracted from the population. Page counts (Image Availability) are taken from the imaging system (those that were scanned) and compared to the actual page counts of the hard copy document files. If scanned images are less than 100%, then the missed pages are inserted and the box then enters a 100% inspection phase. .**

**The same process is employed for both image readability and indexing accuracy. For indexing accuracy PDS checks the total available index population. This is calculated by taking the number of index fields in an application and multiplying this number by the document quantity of the sample set. If the total error count in the sample set is greater than 1 %, then the errors are corrected, and the box then enters a 100% inspection and correction phase.**



## References

### PDS Recent Projects

Within the last three years PDS has successfully completed a variety of different document and data conversion projects. These include but are not limited to the following:

| Organization      | Quantity   | Description                            |
|-------------------|------------|--|
| County Government | 500,000+   | Addiction Treatment Program Files      |
| County Government | 1,000,000+ | Historical Records dating back to 1890 |
| County Government | 800,000+   | Microform records                      |
| City Government   | 500,000+   | Historical City Clerk Records          |
| Medical           | 1,000,000+ | Medical Records                        |
| Insurance         | 2,000,000+ | Claim Files                            |
| Education         | 1,500,000+ | Student and HR Records                 |
| Court / Judicial  | 2,000,000+ | Court Case Files                       |
| County Government | 2,000,000+ | Digital Image to Microform             |
| Small Business    | 100,000+   | Accounting Files                       |
| Government        | 1,900,000+ | Engineering Records                    |

VAULT



LARGE OFFICE

Box 1



Box 2





**Office Rack**



**Code Cabinets**





SECOND FLOOR ROOM 1



SECOND FLOOR PLAT ROOM



SECOND FLOOR OFFICE





CITY SECRETARY





## City Council Agenda Item # 12

**Title:** Consider authorizing the City to enter into a contract with Platinum Copier Solutions for the lease of 10 copiers.

**Date:** December 5, 2022

**From:** Toby Cohen, IT Manager

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**Staff Recommendation:**

Staff recommends authorization the lease of the 9 copiers from Platinum Copier Solutions through Buy Board Cooperative Purchasing Contract 616-20.

**Item Summary:**

The City currently has multiple copier leases. This will consolidate the lease of all copiers City wide to obtain better pricing through cooperative contract through Buy Board (Contract #616-20). The contract will be for 63 months.

**Background Information:**

Three different proposals were reviewed (Function 4, Xerox, and Platinum) for the lease of copiers City wide. Platinum presented a proposal that would save the City approximately \$55,000 over the 63-month contract. This will also consolidate all the copier leases into one lease. It gives the City better price breaks instead of entering different contracts for each individual copier.

**Special Considerations:** N/A

**Financial Impact:**

The lease of the copiers is included in the budget. This contract will have savings of approximately \$55,000 over the life of the contract.

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

**Supporting Documentation:**

Maintenance Contract  
Maintenance Contract Addendums  
Lease Contract



Corporate Office:  
3930 FM 1960 Road East  
Houston, Texas 77073  
Ph: 281.645.4036

# COLOR AND BLACK/WHITE MAINTENANCE AGREEMENT

|                       |                                     |         |                          |        |                          |       |                                     |          |                          |
|-----------------------|-------------------------------------|---------|--------------------------|--------|--------------------------|-------|-------------------------------------|----------|--------------------------|
| Copier/MFP<br>Printer | <input checked="" type="checkbox"/> | Service | <input type="checkbox"/> | Rental | <input type="checkbox"/> | Lease | <input checked="" type="checkbox"/> | Purchase | <input type="checkbox"/> |
|-----------------------|-------------------------------------|---------|--------------------------|--------|--------------------------|-------|-------------------------------------|----------|--------------------------|

Purchase Order:

**CUSTOMER INFORMATION**

|   |  |  |                    |                     |
|---|--|--|--------------------|---------------------|
| <b>Customer Company Name</b><br>Freeport, City of |  | <b>Phone Number</b><br>(979) 233-3526  | <b>Fax Number</b>  |                     |
| <b>Installation Address</b><br>See Addendum       |  | <b>City</b><br>Freeport                | <b>State</b><br>TX | <b>Zip</b><br>77541 |
| <b>Billing Street Address</b><br>200 W 2nd St.    | <b>Billing Email Address</b>           | <b>City</b><br>Freeport                | <b>State</b><br>TX | <b>Zip</b><br>77541 |
| <b>Contact Name</b><br>Toby Cohen                 | <b>Direct Number</b><br>(979) 233-3526 | <b>Email</b><br>tcohen@freeport.tx.com |                    |                     |
| <b>Meter Contact</b>                              | <b>Email:</b>                          | <b>Phone Number:</b>                   | <b>Fax Number:</b> |                     |

| OFFICE USE ONLY | EQUIPMENT DESCRIPTION                  | PCS ID # | START METER - B & W | START METER - COLOR |
|-----------------|--|----------|---------------------|---------------------|
|                 | MODEL: <u>See Addendum A</u> SN: _____ | _____    | _____               | _____               |
|                 | MODEL: _____ SN: _____                 | _____    | _____               | _____               |

|                 |                                     |                                    |
|-----------------|-------------------------------------|------------------------------------|
| EFFECTIVE DATE: | TERM OF AGREEMENT: <b>63 Months</b> | ACCOUNT MANAGER: <b>Jamie Paul</b> |
|-----------------|-------------------------------------|------------------------------------|

| B&W<br>CPC RATE | B&W<br>BASE RATE | ALLOWANCE  | COLOR<br>CPC RATE | COLOR<br>BASE RATE | ALLOWANCE  | SUPPLIES INCLUDED   | PURCHASE PRICE |
|-----------------|------------------|------------|-------------------|--------------------|------------|---|----------------|
| \$: <u>.008</u> | \$: <u>N/A</u>   | <u>N/A</u> | \$: <u>.05</u>    | \$: <u>N/A</u>     | <u>N/A</u> | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> | \$: <u>N/A</u> |

**COMMENTS:**  
Sharp Texas Buy Board Contract #: 616-20  
Platinum Copiers will issue a check for the remaining payment of \$22,881.95 (See Addendum B for payment stream details)

**CUSTOMER IS RESPONSIBLE FOR REPORTING MONTHLY METERS VIA EMAIL, FAX, OR TELEPHONE**

**CUSTOMER ACKNOWLEDGEMENT**

Customer agrees to purchase and agrees to provide maintenance service for the equipment identified above, in accordance with the terms and conditions of this agreement. No terms or conditions, expressed or implied, are authorized unless they appear on the original of this agreement, signed by the Customer Director of Service. The additional terms and conditions on the reverse side hereof are incorporated in and made a part of this agreement. No one is authorized to change, alter, or amend the terms or conditions of this agreement unless agreed to in writing by both parties.

Accepted on:

**CUSTOMER ACCEPTANCE**

**DATE**

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

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

Freeport, City of  
Company Name

Toby Cohen  
Print Name & Title

Kimberly Gonzalez/Platinum Copier Solutions



1. **DESCRIPTION OF SERVICES PROVIDED** Platinum Copier Solutions "PCS" will maintain the equipment in good working order. Service will include: A. Unscheduled repairs upon request by customer during PCS's normal working hours. B. Ongoing maintenance as defined by current PCS service policies applicable to the respective products, which include: lubrication, cleaning, adjustments, and the replacement of parts which are un-serviceable. C. The un-serviceability of parts will solely be determined by PCS and replaced on an exchange basis. Replaced parts will become the property of PCS. D. On-site engineering improvements (retrofits) deemed mandatory by PCS.

2. **SERVICES NOT INCLUDED** Services not included will be charged in accordance with PCS's labor and material rates then in effect. Services not included are not limited to, but include the following: A. Optional retrofits. B. Service costs associated with equipment relocation. C. Installation of accessories, attachments, or other devices. D. Ongoing maintenance of any accessories, attachments, or other devices not listed from the onset of this agreement. E. Exterior cleaning, refinishing or painting of equipment. F. Performance of normal operator functions as described in the original equipment manufacturer's (OEM) operator manuals. G. Incomplete service calls requiring repeat visit to Customer location due to customer not having supplies available at time of service call performance. H. Repair of damage from any cause from other than ordinary use, except damage caused by the sole negligence of PCS. I. PCS will not assume any liability for any conditions arising from electrical circuitry, including but not limited to power surges, external to the Equipment and Equipment line cord, nor is any external electrical work covered under this agreement. J. Increase in service time resulting from neglect or unique application. K. Work directly or indirectly required due to Customer's Information Systems, including but not limited to Software, Computers, Data, Files and Network. Including but not limited to additions or changes, not specified as hardware covered by the Agreement. **CUSTOMER IS RESPONSIBLE FOR TIME AND ADDITIONAL WORK INCURRED TO DIAGNOSE PROBLEMS, WHICH ARE FOUND TO BE INFORMATION SYSTEMS RELATED AND NOT A FAILURE OF THE HARDWARE.**

3. **HARDWARE ONLY COVERED:** Only Equipment and Accessories hardware are covered by this Agreement. PCS is not responsible in any way for Customer's Information Technologies, including, but not limited to, Software, Computers, Data, Files and Network. On an as needed basis PCS may access or otherwise utilize Customer's Information Technologies in order to diagnose, adjust, or otherwise remedy problems related or seemingly related to Customer's Equipment; however, PCS is not responsible for Customer's Equipment failure to perform in whole or in part due to Customer's Information Systems.

A. Customer is responsible for executing separate license Agreements(s) and PCS is not a party to and has no responsibilities whatsoever in regards to such license Agreement(s). B. PCS makes absolutely NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE, AND TAKES ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DECENTATIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, YEAR 2000 COMPLIANCE OR OTHER USE IN REGARDS TO SUCH SOFTWARE.

C. With the exception of willful negligence, CUSTOMER HOLDS PCS HARMLESS AND WITHOUT ANY LIABILITY FOR DAMAGE OR ANY OTHER CLAIMS REGARDING DAMAGE TO CUSTOMER'S INFORMATION SYSTEMS.

4. **REPLACEMENT OF MACHINES AND ACCESSORIES:** If PCS, in its sole judgment, can not maintain the equipment in good working order, may replace the equipment with another unit in good working order of the same product designation subject to the following provisions: A. PCS may replace the equipment, and/or accessories, with the same model, or comparable equipment with similar capabilities. If replacement unit has greater capabilities, Customer agrees to pay the current service rates for the replacement unit. If a replacement unit is required, PCS will bear all equipment installation, removal, and transportation charges, exclusive of excess rigging. PCS may discharge its obligations under this Paragraph by making payment to Customer equal to the Equipment's fair market wholesale value. No additional warranties apply to the replacement unit. The replaced unit becomes the property of PCS. The replacement unit is provided to Customer free of liens or any other obligations. C. The replacement of equipment and/or accessories is limited to a specified period of time. This period is three (3) years and is from the date of the original equipment manufacture or remanufacture.

5. **INVOICING** A. Customer shall submit true and accurate equipment meter readings to PCS for all equipment for each billing period when requested by PCS. If Customer fails to submit meter reading, PCS may estimate meter readings and invoice accordingly. B. Charges may be billed in advance. Payments are due within fifteen (15) days of invoice date. Late payments will incur a 1.5% charge per month beginning on the thirty first (31st) day after the invoice date on the unpaid balance or at the maximum legal rate, whichever rate is lower. For payments not made within forty-five (45) days of invoice date, PCS reserves the right to remove any parts replaced into the equipment during the preceding six months or supplies provided previously by PCS. Customer agrees that this may render the Equipment inactive, Disabling Equipment, as described herein does not reduce Customer's charges while the machine is disabled.

6. **PRICE INCREASE** A. If increased, the maximum yearly price increase shall not exceed fifteen percent (15%) or the annual percentage increase of the Consumer Price Index (CPI), whichever is greater, rounded up to the nearest dollar. B. PCS, without written notice to Customer, will implement a "Monthly Base Billing" charge of a minimum of \$30.00/month on contracts when the monthly invoices are less than \$30.00 per month.

7. **BREACH OR DEFAULT** A. If Customer does not pay the amounts due hereunder or breaches any terms of this agreement, PCS, at its sole discretion, may terminate this agreement. B. Customer agrees to pay PCS its reasonable and necessary attorney's fees and legal expenses incurred in exercising any of its rights and remedies upon breach of this agreement by Customer. C. If customer fails to pay all charges as invoiced, PCS may (a) refuse to service or supply the equipment or (b) furnish service on a C.O.D. "Per Call" basis at the published service rates.

8. **DAMAGES** PCS shall not be responsible for direct, incidental, or consequential damages including, but not limited to, damages arising from the use or performance of equipment or the loss or use of the equipment.

9. **FORCE MAJEURE** Except for the obligations of payment set forth herein, neither PCS nor Customer shall be responsible for failure of performance of contracts resulting from orders placed hereunder, due to causes beyond its control, including, but not limited to, work stoppages of PCS employees or employees of others, fires, civil disobedience, civil commotions, riots, rebellions, insurrections, acts of God, and similar occurrences. PCS will not be responsible for failure of performance resulting from the equipment manufacturer failing to supply needed parts in a timely and reasonable manner.

10. **TERM and RENEWAL** This Agreement shall cover the indicated period of time, and is effective on the date, as designated. IT IS IMPLICITLY AGREED BY BOTH PARTIES THAT UNLESS THE CUSTOMER PROVIDES WRITTEN NOTICE TO PCS SIXTY (60) DAYS IN ADVANCE OF EXPIRATION OF THE ORIGINAL TERM AND ANY SUBSEQUENT RENEWAL TERM, THEN THE AGREEMENT SHALL AUTOMATICALLY RENEW FOR ADDITIONAL PERIOD OF TWELVE MONTHS.

11. **CANCELLATION** A. Customer may cancel this agreement with sixty (60) days written notice as provided above and the payment of any Early Termination charges. Both Customer and PCS agree that due to the uncertain nature of comprehensive maintenance (all parts and labor for scheduled and unscheduled service requirements), specific projected profits derived from maintenance agreements are difficult to calculate; therefore, Customer agrees that Early Termination charges described herein does not constitute "liquidated damages" and are fair and reasonable amounts to compensate PCS for lost profits as a result of any cancellation prior to the end of the specified term. C. Early termination charges will be assessed based upon the number of remaining months left in the contract multiplied by the monthly minimum for each machine being cancelled. For units without a monthly minimum, the multiple base will be \$50.00 or the average monthly billings average over the term to the agreement, whichever is greater. D. In the event of Cancellation by Customer, no refund of advance payment will be made by PCS. At PCS's sole discretion, a credit equal to the amount of unused advanced payment, less early termination charges or any other amounts due PCS from Customer, may be applied onto Customer's account for the acquisition of products or services offered by PCS.

12. **CANCELLATION BY PCS FOR OBSOLESCENCE** PCS may cancel any individual unit of equipment, regardless of it being included on an Agreement with other equipment, if the equipment is more than five years old from the date of installation as a factory new unit, and in the sole opinion of PCS, can no longer be efficiently serviced.

13. **ALTERATIONS, ATTACHMENTS, AND SUPPLIES** If Customer makes an alteration, attaches a device, or utilizes a supply item that, in PCS's sole judgment increases the cost of Services, PCS will either propose an additional Service Charge or request that Equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five days of such proposal or request, Customer does not remedy the problem or agree in writing to do so immediately, Customer shall be in default of its obligation to PCS. If PCS believes that an alteration, attachment, or supply item affects the safety of PCS's personnel or Equipment users, PCS shall notify Customer of the problem and may withhold maintenance until the problem is remedied. Failure to notify Customer of a hazardous situation does not create any liability for PCS whatsoever. Withholding maintenance as described herein does not reduce Customer's charges or obligations.

14. **CONSUMABLE SUPPLIES** A. Paper, waste toner tanks and staples are charged separately, unless listed separately. B. Retained Title to all supplies furnished hereunder, including consumable parts such as drums, toners, developers, upper and lower fuser rollers, and other, remains in PCS's ownership until said supplies are consumed to the extent they may not be further utilized in the copy or print making process. In the event of Customer's default or cancellation of this agreement, all such supplies and consumable parts shall be returned to PCS on demand. Additionally, PCS reserves the right to charge Customer a prorated amount for any unused portion of consumable parts and supplies remaining. This proration shall be established by using the following formula:  $PCS \text{ Retail Item Price} \div (\text{Actual Remaining Drum Volume} = \text{Prorated Amount}) \times \text{Customer agrees to utilize only supplies manufactured by the original manufacturer of the equipment. D. For Equipment utilizing a cartridge type consumable product, Customer agrees to purchase consumable supplies solely from PCS.}$

15. **COLOR EQUIPMENT METER NOTIFICATION** Equipment producing color images may require one scan or development for each black (mono) image and several complete scans or developments for full color images. Technologies and terms may vary from product to product; however, the cost per image for Equipment producing color images will be billed determined by the individual Equipment's meter configuration or set up.

16. **RECRUITMENT AND HIRING OF EMPLOYEES** Customer and PCS agree not to solicit or recruit, either directly or indirectly, one another's employees. Customer and PCS agree to not employ, nor contract as a consultant, any former employee of the other until such employee has had minimum of six (6) months of employment separation.

17. **GENERAL** A. PCS shall have free access to the equipment to perform service thereon and verify meter readings. B. Customer shall designate a key operator for the machines at each location. Customer should provide PCS with a complete listing of the key operators including machine serial number, location, and telephone number, prior to PCS beginning service. PCS will have the right to train and instruct key operators as deemed necessary by PCS. C. PCS will have the right to provide mandatory training for any operators when deemed necessary by PCS. D. Customer will provide proper space and environmental conditions as specified in the operator or technical manuals published by the manufacturer of the equipment. E. Customer agrees to use a surge suppressor that meets or exceeds the recommended specification of the equipment manufacturer. F. The terms copy, print, image, scan, impression, and development are used interchangeable and refer to a single billing unit with an image area of 8.5 x 11 inches or less. G. This contract may not be assigned by Customer without the prior written consent of PCS.

18. **DATA SECURITY:** Customer acknowledges that it is the sole responsibility of the customer to remove any and all sensitive data stored on the hard drives, all memory locations and any internal or external data storage devices used in conjunction with the equipment being returned. PCS WILL NOT be held liable for any data left stored on the equipment subject to a lease and/or rental agreement and customer indemnifies PC for such liability. We strongly urge you to utilize your service provider to properly remove any and all data from this equipment. Remove all sensitive/personal data as required by local, state and federal laws. You will be charged for a new HDD if the operating system is erased and the drive is nonfunctional.

19. **MISCELLANEOUS** A. You agree that a delay or failure to exercise any of our rights does not prevent PCS from exercising them at a later date. B. Should any provision of this contract be deemed prohibited or unenforceable, the remaining provisions shall remain in full effect. C. Time is of the essence in this contract.

20. **GOVERNING LAW** This agreement shall be governed and construed according to the laws of the State of Texas.

Initials \_\_\_\_\_

**TEXAS VERIFICATION ADDENDUM TO** State and Local Government Lease Purchase Agreement  
**[APPLICABLE TO A LEASE WITH A VALUE OF A \$100,000 OR MORE]**

LESSOR: PLATINUM COPIER SOLUTIONS  
 LESSEE: CITY OF FREEPORT  
 LEASE NUMBER: 500-50452387  
 LEASE DATE: NOV 30, 2022

This Texas Verification Addendum is hereby incorporated in and is hereby made a part of the above-referenced State and Local Government Lease Purchase Agreement (together with all Exhibits and Attachments, the "Original Lease", and with any supplemental addendums or amendments, the "Lease"). Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to PLATINUM COPIER SOLUTIONS, as the "Lessor" of the Equipment.

This Texas Verification Addendum serves to evidence compliance with applicable Texas statutes by providing written verification that the Lessor, including its wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, and affiliates, can make the unqualified verifications as outlined herein. The Lease is a contract for goods or services between the Lessor and the Lessee, a Texas governmental entity, with a value of \$100,000 or more to be paid wholly or partly from public funds of the Lessee.

Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Lease and that the following changes and additions shall be made to the Lease:

1. The following NEW SECTION is hereby added to the Original Lease:  
**NEW SECTION. NO ENGAGEMENT IN BOYCOTT OF ISRAEL.** WE certify that WE do not boycott Israel, and agree that WE will not boycott Israel during the term of this Lease, with the term "boycott" having the meaning assigned in V.T.C.A., Government Code § 808.001.
2. The following NEW SECTION is hereby added to the Original Lease:  
**NEW SECTION. NO BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS.** WE certify that WE do not engage in business with Iran, Sudan, or any company identified on the list referenced in V.T.C.A., Government Code § 2252.152.
3. The following NEW SECTION is hereby added to the Original Lease:  
**NEW SECTION. NO ENGAGEMENT IN BOYCOTTING ENERGY COMPANIES.** WE certify that WE do not boycott energy companies and will not boycott energy companies during the term of this Lease pursuant to V.T.C.A., Government Code § 2274 (Acts 2021, 87th Leg., ch. 529, § 2)
4. The following NEW SECTION is hereby added to the Original Lease:  
**NEW SECTION. NO DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES.** We certify that WE (a) do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the Lease against a firearm entity or firearm trade association, all pursuant to V.T.C.A., Government Code § 2274 (Acts 2021, 87th Leg., ch. 530, § 1).

Except as specifically set forth in this Texas Verification Addendum, all terms and conditions contained in the Original Lease will remain in full force and effect and are hereby ratified and confirmed.

In the event of any conflict, inconsistency or incongruity between the provisions of this Texas Verification Addendum and any of the provisions of the Original Lease, the provisions of this Texas Verification Addendum shall in all respects govern and control.

|                         |  |
|-------------------------|--|
| <b>LESSEE SIGNATURE</b> | Legal Name of Lessee <u>CITY OF FREEPORT</u> |
|                         | Date _____                                   |
|                         | Print Name _____                             |
|                         | Title _____                                  |

|                         |   |
|-------------------------|---|
| <b>LESSOR SIGNATURE</b> | Name of Lessor <u>PLATINUM COPIER SOLUTIONS</u> |
|                         | Date _____                                      |
|                         | Lessor Signature _____                          |
|                         | Print Name _____                                |
|                         | Title _____                                     |
|                         | Lease Number <u>500-50452387</u>                |

21ANC043





# Addendum A

| Asset    | Assessories                        | Location                                  | Department        | Serial # | PCS ID | BW Meter | Color Meter |
|----------|------------------------------------|---|-------------------|----------|--------|----------|-------------|
| BP-70C45 | BP-DE15, BP-FN14, BP-RB10          | 200 W. 2nd St. Freeport, TX. 77541        | Admin             |          |        |          |             |
| BP-70C45 | BP-DE14, BP-FN11, BP-FX11          | 131 E 4th St. Freeport, TX 77541          | Fire Department   |          |        |          |             |
| BP-70C45 | BP-DE14, BP-FN14, BP-RB10, BP-FX11 | 430 N Brazosport Blvd. Freeport, TX 77541 | Police Department |          |        |          |             |
| BP-70C45 | BP-FN14, BP-FN11                   | 430 N Brazosport Blvd. Freeport, TX 77541 | Police Department |          |        |          |             |
| BP-70C31 | BP-DE13, BP-TU10                   | 830 Slaughter Rd. Freeport, TX 77541      | Golf Course       |          |        |          |             |
| BP-70C45 | BP-DE13, BP-FN11, BP-FX11          | 200 W. 2nd St. Freeport, TX. 77541        | Water Department  |          |        |          |             |
| BP-70C45 | BP-FN14, BP-FD10                   | 200 W. 2nd St. Freeport, TX. 77541        | Community Dev.    |          |        |          |             |
| BP-70C45 | BP-DE13, BP-FN11                   | 311 E Park Ave. Freeport, TX 77541        | Museum            |          |        |          |             |
| BP-70C31 | BP-DE13, BP-FN11                   | 200 W. 2nd St. Freeport, TX. 77541        | Public Works      |          |        |          |             |
| BP-70C31 | BP-DE13, BP-FN11                   | 803 N Front St. Freeport, TX 77541        | Recreation Center |          |        |          |             |

\*Payment Stream only includes payments from January 2023 through remaining contract terms

CUSTOMER ACCEPTANCE DATE

Accepted On: \_\_\_\_\_ By: \_\_\_\_\_

By: \_\_\_\_\_  
 Kimberly Gonzalez/ Platinum Copier Solutions \_\_\_\_\_  
 Company Name \_\_\_\_\_ Print Name & Title \_\_\_\_\_



# Addendum B

| Asset         | Location            | Model                               | Monthly Payment Formula |   |                   | Total Due of Remaining Payments |
|---------------|---------------------|-------------------------------------|-------------------------|---|-------------------|---------------------------------|
| A1            | Admin               | Konica Minolta C308                 | N/A                     | X | N/A =             | N/A                             |
| B3            | Fire Department     | Konica Minolta C258                 | N/A                     | X | N/A =             | N/A                             |
| C4            | Police Department   | Konica Minolta C458, Sharepoint App | \$ 584.95               | X | 11 = \$ 6,434.45  | \$ 6,434.45                     |
| C5            | Police Department   | Konica Minolta 368e MFP             | \$ 352.00               | X | 39 = \$ 13,728.00 | \$ 13,728.00                    |
| D6            | Museum              | Konica Minolta C450i                | NA                      | X | N/A =             | N/A                             |
| E7            | Utility             | Konica Minolta C-284E               |                         |   |                   |                                 |
| E8            | Code Enforcement    | Konica Minolta C258                 | \$ 145.55               | X | 10 = \$ 1,455.50  | \$ 1,455.50                     |
| G10           | Public Works        | HP E58650z                          | N/A                     | X | N/A =             | N/A                             |
| N/A           | Golf Course         | N/A                                 | \$ 158.00               | X | 8 = \$ 1,264.00   | \$ 1,264.00                     |
| N/A           | Recreational Center | Konica Minolta 308e                 |                         |   |                   |                                 |
| <b>Totals</b> |                     |                                     |                         |   |                   | \$ 22,881.95                    |

\*Platinum Copiers will issue funds for agreed Total Due of Remaining Payments

\*Payment Stream only includes payments from January 2023 through remaining contract terms

CUSTOMER ACCEPTANCE

DATE

Accepted On: \_\_\_\_\_ By: \_\_\_\_\_

By: Kimberly Gonzalez/ Platinum Copier Solutions Company Name Kimberly Gonzalez/ Platinum Copier Solutions Print Name & Title

# Platinum Copier Solutions

1111 Old Eagle School Road  
Wayne, PA 19087

# State and Local Government Lease-Purchase Agreement

PHONE: (800) 736-0220  
FACSIMILE: (800) 700-4643

|               |  |                         |                    |                                   |                              |
|---------------|--|-------------------------|--------------------|-----------------------------------|------------------------------|
| <b>LESSEE</b> | Full Legal Name<br><b>CITY OF FREEPORT</b> |                         |                    | Phone Number                      |                              |
|               | DBA Name (if any)                          |                         |                    | Purchase Order/Requisition Number |                              |
|               | Billing Address<br><b>200 W 2ND ST</b>     | City<br><b>FREEPORT</b> | State<br><b>TX</b> | Zip<br><b>77541</b>               | Send Invoice to Attention of |

|   |                |           |               |   |
|---|----------------|-----------|---------------|---|
| <b>EQUIPMENT INFORMATION</b>              | Equipment Make | Model No. | Serial Number | Description (Attach Separate Schedule if Necessary) |
|   |                |           |               | 7 SHARP BP-70C45- with attachments                  |
|   |                |           |               | 3 SHARP BP-70C31- with attachments                  |
|   |                |           |               |   |
|   |                |           |               |   |
| Equipment Location (if not same as above) |                | City      | State         | Zip   |

|                            |  |   |
|----------------------------|--|---|
| <b>PAYMENT INFORMATION</b> | Number of Lease Payments<br><b>63</b>    | Lease Payments:<br>See Lease Payment Schedule Attached as Attachment 1  |
|                            | Full Lease Term (in Months)<br><b>63</b> | Payment Frequency<br><input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Semi-annually<br><input type="checkbox"/> Annually<br><input type="checkbox"/> Other |
|                            | End of Lease Option \$1                  |   |

|                           |   |
|---------------------------|---|
| <b>BANK QUALIFICATION</b> | By checking the box below, YOU hereby designate this Lease as a "qualified tax-exempt obligation" as defined in Section 255(b)(3)(B) of the Internal Revenue Code and represent that the aggregate face amount of all tax exempt obligations (excluding private activity bonds other than qualified 501 (c)(3) bonds) issued or to be issued by YOU and YOUR subordinate entities during the calendar year in which WE fund this Lease is not reasonably expected to exceed \$10,000,000. |
|                           | <input type="checkbox"/> Bank Qualification Elected   |

### TERMS & CONDITIONS

Please read YOUR copy of this State and Local Government Lease-Purchase Agreement ("Lease") carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to Platinum Copier Solutions, its successors and assigns, as the "Lessor" of the Equipment.

1. **LEASE.** WE agree to lease to YOU and YOU agree to lease from US, the equipment listed above (and on any attached schedule) including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedule.

2. **TERM.** This Lease is effective on the date when the term of this Lease and YOUR obligation to pay rent commence, which date shall be the date that funds are advanced by US to YOU, the vendor of the Equipment or an escrow agent for the purpose of paying or reimbursing all or a portion of the cost of the Equipment (the "Commencement Date") and continues thereafter for an original term ("Original Term") ending at the end of YOUR budget year in effect on the Commencement Date and may be continued by YOU for additional one-year renewal terms ("Renewal Terms") coinciding with YOUR budget year up to the total number of months indicated above as the Full Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Full Lease Term has been completed, YOU shall be deemed to have continued this Lease for the next Renewal Term unless YOU shall have terminated this Lease pursuant to Section 5 or Section 17. Lease Payments will be due as set forth on Attachment 1 until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. As set forth in the Lease Payment Schedule, a portion of each Lease Payment is paid as, and represents payment of, interest. YOUR obligation to pay the Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Section 5. THIS LEASE IS NON-CANCELABLE EXCEPT AS PROVIDED IN SECTION 5.

3. **LATE CHARGES.** If a Lease Payment is not made on the date when due, YOU will pay US a late charge at the rate of 18% per annum or the maximum amount permitted by law, whichever is less, from such date.

4. **CONTINUATION OF LEASE TERM.** YOU currently intend, subject to Section 5, to continue this Lease through the Full Lease Term and to pay the Lease Payments hereunder. YOU reasonably believe that legally available funds in an amount sufficient to make all Lease Payments during the Full Lease Term can be obtained. YOUR responsible financial officer shall do all things lawfully within his or her power to obtain and maintain funds from which the Lease Payments may be made, including making provision for the Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals if that portion of the budget is not approved. Notwithstanding the foregoing, the decision whether to budget or appropriate funds and to extend this Lease for any Renewal Term is solely within the discretion of YOUR governing body.

5. **NONAPPROPRIATION.** YOU are obligated only to pay such Lease Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR then current budget year. If YOU fail to appropriate or otherwise make available funds to pay the Lease Payments required to be paid in the next occurring Renewal Term, this Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term of this Lease beyond the then current Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peaceably deliver the Equipment to US at the location or locations specified by US.

6. **WARRANTIES.** WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE transfer to YOU, without recourse, for the term of this Lease all warranties, if any, made by the manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AND, EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.

7. **DELIVERY AND ACCEPTANCE.** YOU ARE RESPONSIBLE, AT YOUR OWN COST, TO ARRANGE FOR THE DELIVERY AND INSTALLATION OF THE EQUIPMENT (UNLESS THOSE COSTS ARE INCLUDED IN THE COSTS OF THE EQUIPMENT TO US). IF REQUESTED, YOU WILL SIGN A SEPARATE EQUIPMENT DELIVERY AND ACCEPTANCE CERTIFICATE. WE MAY AT OUR DISCRETION

(Terms and Conditions continued on the reverse side of this Lease.)

|   |   |   |
|---|---|---|
| <b>LESSEE SIGNATURE</b>                                 | YOU agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to same (all of which are included by reference) and become part of this Lease. YOU acknowledge to have read and agreed to all the Terms and Conditions. |   |
|   | The Equipment is:   | <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED |
|   |   | Date  |
|   | Title   |   |
|   | Print Name  |   |
| Legal Name of Corporation                               | <b>CITY OF FREEPORT</b>   |   |
| (LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE) |   |   |

|               |                    |                                  |
|---------------|--------------------|----------------------------------|
| <b>LESSOR</b> | Lessor Signature   | Date                             |
|               | Print Name         |                                  |
|               | Title              |                                  |
|               | For:               | <b>PLATINUM COPIER SOLUTIONS</b> |
|               | Lease Number       | <b>500-50452386</b>              |
|               | Lease Date         | <b>NOV 30, 2022</b>              |
|               | Vendor I.D. Number | <b>0000131191-0002</b>           |

CONFIRM BY TELEPHONE THAT YOU HAVE ACCEPTED THE EQUIPMENT AND THAT TELEPHONE VERIFICATION OF YOUR ACCEPTANCE OF THE EQUIPMENT SHALL HAVE THE SAME EFFECT AS A SIGNED DELIVERY AND ACCEPTANCE CERTIFICATE.

**8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS.** YOU have title to the Equipment; provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU shall immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU shall, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. As security for YOUR obligations hereunder, WE retain a security interest in the Equipment and all proceeds thereof. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

**9. MAINTENANCE.** YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and YOU will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property. YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR PROVIDING ANY REQUIRED MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. YOU WILL MAKE ALL CLAIMS FOR SERVICE AND/OR MAINTENANCE SOLELY TO THE SUPPLIER AND/OR MANUFACTURER AND SUCH CLAIMS WILL NOT AFFECT YOUR OBLIGATION TO MAKE ALL REQUIRED LEASE PAYMENTS.

**10. ASSIGNMENT.** YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT. YOU agree that WE may sell, assign or transfer this Lease and, if WE do, the new owner will have the same rights and benefits that WE now have and will not have to perform any of OUR obligations and the rights of the new owner will not be subject to any claims, counterclaims, defenses or set-offs that YOU may have against US. YOU hereby appoint Municipal Registrar Services (the "Registrar") as YOUR agent for the purpose of maintaining a written record of each assignment in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended. No such assignment shall be binding on YOU until the Registrar has received written notice from the assignor of the name and address of the assignee.

**11. LOSS OR DAMAGE.** YOU are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves YOU from any obligation under this Lease. If any of the Equipment is damaged by fire or other casualty or title to, or the temporary use of, any of the Equipment is taken under the exercise of the power of eminent domain, the net proceeds ("Net Proceeds") of any insurance claim or condemnation award will be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless YOU have exercised YOUR option to purchase the Equipment pursuant to Section 17. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to YOU.

**12. LESSEE'S NEGLIGENCE.** To the extent permitted by law, and without waiver of any of YOUR sovereign immunity rights, YOU assume all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property, whether such injury or death be with respect to YOUR agents or employees or of third parties, and whether such property damage be to YOUR property or the property of others, which is proximately caused by the negligent conduct of YOU, YOUR officers, employees and agents.

**13. TAXES.** YOU agree to pay all applicable license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment (except those based on OUR net income). YOU agree that if WE pay any taxes or charges, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 3) on such payments with the next Lease Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

**14. INSURANCE.** During the term of this Lease, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. YOU will also obtain and maintain for the term of this Lease, comprehensive public liability insurance covering both personal injury and property damage of at least \$100,000 per person and \$300,000 per occurrence or bodily injury and \$50,000 for property damage. WE will be the sole named loss payee on the property insurance and named as an additional insured on the public liability insurance. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from you, on which we make a profit.

**15. DEFAULT.** Subject to Section 5, YOU are in default of this Lease if any of the following occurs: (a) YOU fail to pay any Lease Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Lease, or any other agreement with US; (c) YOU become insolvent or unable to pay YOUR debts when due, YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition, or (d) YOU file or have filed against YOU a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for YOU or a substantial part of YOUR assets.

**16. REMEDIES.** WE have the following remedies if YOU are in default of this Lease: WE may declare the entire balance of the unpaid Lease Payments for the then current Original Term or Renewal Term immediately due and payable; sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease; charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason; and require that YOU return the Equipment to US and, if YOU fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless WE expressly notify YOU in writing. If the Equipment is returned or repossessed by US and unless WE have terminated this Lease, WE will sell or re-rent the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess over the amounts described in this Section plus the then applicable Purchase Price to be paid to YOU. YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

**17. PURCHASE OPTION.** Provided YOU are not in default, YOU shall have the option to purchase all but not less than all of the Equipment (a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Original Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US; (b) on the last day of the Original Term or any Renewal Term then in effect, upon at least 60 days' prior written notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule; or (c) if substantial damage to or destruction or condemnation of substantially all of the Equipment has occurred, on the day specified in YOUR written notice to US of YOUR exercise of the purchase option upon at least 60 days' prior notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule.

**18. REPRESENTATIONS AND WARRANTIES.** YOU warrant and represent as follows: (a) YOU are a public body corporate and politic duly organized and existing under the constitution and laws of YOUR State with full power and authority to enter into this Lease and the transactions contemplated hereby and to perform all of YOUR obligations hereunder; (b) YOU have duly authorized the execution and delivery of this Lease by proper action by YOUR governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease; (c) YOU have complied with such public bidding requirements as may be applicable to this Lease and the acquisition by YOU of the Equipment; (d) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by YOU of this Lease or in connection with the carrying out by YOU of YOUR obligations hereunder have been obtained; (e) this Lease constitutes the legal, valid and binding obligation of YOU enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (f) YOU have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year and to meet YOUR other obligations under this Lease for the current budget year, and those funds have not been expended for other purposes; (g) the Equipment is essential to YOUR functions or to the services YOU provide to YOUR citizens, YOU have an immediate need for the Equipment and expect to make immediate use of the Equipment, YOUR need for the Equipment is not temporary and YOU do not expect the need for any item of the Equipment to diminish in the foreseeable future, including the Full Lease Term, and the Equipment will be used by YOU only for the purpose of performing one or more of YOUR governmental or proprietary functions consistent with the permissible scope of YOUR authority and will not be used in the trade or business of any other entity or person; and (h) YOU have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

**19. UCC FILINGS AND FINANCIAL STATEMENTS.** YOU authorize US to file a financing statement with respect to the Equipment. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on a quarterly basis.

**20. "INTENTIONALLY OMITTED"**

**21. TAX EXEMPTION.** YOU will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including without limitation Sections 103, 141, 148 and 149 thereof, and the applicable regulations thereunder to maintain the exclusion of the interest portion of the Lease Payments from gross income for purposes of federal income taxation. YOU acknowledge that these provisions of the Code provide restrictions on the use of the Equipment and the expenditure and investment of money related to this Lease. YOU agree to insure the timely and accurate filing of IRS Form 8038-G or Form 8038-GC, as applicable, as required by the Code, and will fully cooperate with US to insure such timely and accurate filing.

**22. BANK QUALIFICATION.** If YOU checked the "Bank Qualification Elected" box on the front page of this Lease YOU and all YOUR subordinate entities will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including this Lease but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which WE fund this Lease without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to US that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

**23. CHOICE OF LAW; JURY TRIAL WAIVER.** This Lease shall be governed and construed in accordance with the laws of the state where YOU are located. To the extent permitted by law, YOU agree to waive YOUR rights to a trial by jury.

**24. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS.** This Lease contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease. THIS LEASE IS NOT INTENDED FOR TRANSACTIONS WITH AN EQUIPMENT COST OF LESS THAN \$1,000.

**25. ROLE OF LESSOR.** WE have not acted and will not act as a fiduciary for YOU or as YOUR agent or municipal advisor. WE have not and will not provide financial, legal, tax, accounting or other advice to YOU or to any financial advisor or placement agent engaged by YOU with respect to this Lease. YOU, YOUR financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Lease from its own advisors (including as it relates to structure, timing, terms and similar matters).

**26. ELECTRONIC TRANSACTIONS.** WE, in our sole discretion, may permit YOU to electronically copy and/or deliver by telecopier or other electronic means of transmission an executed counterpart of this Lease, and any document, schedule, amendment, addendum, supplement or agreement related hereto or executed in connection herewith, with the exception of IRS Form 8038-GC or IRS Form 8038-G, as applicable, which YOU must execute using an original, manual signature (not e-Signature). By so copying and/or delivering any such document, YOU hereby represent and agree (a) that such transmission constitutes due delivery of such executed document, (b) that the counterpart of such executed document as printed by the recipient, including YOUR signature thereon, shall be deemed to constitute an original and shall be admissible in any court or other legal proceeding as an original, and (c) to deliver to US, promptly on request, such document bearing YOUR original "wet ink" signature; provided that neither delivery nor failure to deliver the document bearing YOUR original "wet ink" signature shall limit or modify the representations and agreements set forth in clauses (a) and (b). This Lease, including any document, schedule, amendment, addendum, supplement or agreement related hereto or executed in connection herewith, with the exception of IRS Form 8038-GC or IRS Form 8038-G, as applicable, may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of the Lease by YOU when manually countersigned by US or attached to OUR original signature counterpart and/or in OUR possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At OUR option, WE may require a manual signature.



# TEXAS ADDENDUM TO STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

LESSOR: PLATINUM COPIER SOLUTIONS  
 LESSEE: CITY OF FREEPORT  
 LEASE NUMBER: 500-50452387  
 LEASE DATE: NOV 30 , 20 22

This Addendum is hereby incorporated in and is hereby made a part of the above-referenced State and Local Government Lease-Purchase Agreement (together with all Exhibits and Attachments and this Addendum, the "Lease"). Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to PLATINUM COPIER SOLUTIONS, its successors and assigns, as the "Lessor" of the Equipment. Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Lease and that the following changes and additions shall be made to the Lease:

1. **Section 2** of the Lease is hereby amended by adding the following sentence at the end of that Section:

The Full Lease Term does not exceed 25 years.

2. **Section 4** of the Lease is hereby deleted and the following **Section 4** is hereby inserted in lieu thereof:

**4. CONTINUATION OF LEASE TERM.** The decision whether or not to budget or appropriate funds for any Renewal Term is solely within the discretion of YOUR then-current governing body.

3. **Section 10** of the Lease is hereby amended by adding the following sentence at the end of that Section:

Notwithstanding the foregoing, the Lease may be assigned by US only in whole, not in part.

4. The following **Section 27** is hereby added to the Lease:

**27. NO ENGAGEMENT IN BOYCOTT OF ISRAEL.** We certify that WE do not boycott Israel, and agree that WE will not boycott Israel during the term of this Lease, with the term "boycott" having the meaning assigned in V.T.C.A., Government Code § 808.001.

Except as specifically set forth in this Addendum, all terms and conditions contained in the Lease will remain in full force and effect and are hereby ratified and confirmed.

|  |  |
|--|--|
| <b>LESSEE SIGNATURE</b>  | Legal Name of Lessee <u>CITY OF FREEPORT</u>   |
|  | <div style="display: flex; justify-content: space-between;"> <span>Signature _____</span> <span>Date _____</span> </div> |
|  | Print Name _____   |
|  | Title _____  |
| <small>(LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)</small> |  |
| <b>LESSOR SIGNATURE</b>  | Name of Lessor <u>PLATINUM COPIER SOLUTIONS</u>  |
|  | <div style="display: flex; justify-content: space-between;"> <span>Signature _____</span> <span>Date _____</span> </div> |
|  | Print Name _____   |
|  | Title _____  |
| Lease Number <u>500-50452387</u>                                       |  |

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**ATTACHMENT 1**

**STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT**

**Lease Payment Schedule**

LESSOR: PLATINUM COPIER SOLUTIONS LEASE NUMBER: 500-50452387  
 LESSEE: CITY OF FREEPORT LEASE DATE: NOV 30, 20 22

Lease Payments are due on each periodic anniversary of the Commencement Date that occurs during the Full Lease Term until all of the payments set forth below have been received by US. The period for each periodic anniversary is MONTHLY, as specified in the Payment Frequency box of this Lease. If the Commencement Date occurs on the 29th, 30th or 31st day of any month, the periodic anniversary will be deemed to occur on the 1st day of the month, commencing on the 1st day of the SECOND succeeding month after the month of such Commencement Date.

| Payment Number | Rental Payment | Interest Portion | Principal Portion | Balance    | Purchase Price |
|----------------|----------------|------------------|-------------------|------------|----------------|
| Loan           | 0              | 0                | 0                 | 123,495.03 | -              |
| 1              | 2,362.46       | 745.61           | 1,616.85          | 121,878.18 | 125,534.53     |
| 2              | 2,362.46       | 735.85           | 1,626.61          | 120,251.57 | 123,859.12     |
| 3              | 2,362.46       | 726.02           | 1,636.44          | 118,615.13 | 122,173.58     |
| 4              | 2,362.46       | 716.14           | 1,646.32          | 116,968.81 | 120,477.87     |
| 5              | 2,362.46       | 706.20           | 1,656.26          | 115,312.55 | 118,771.93     |
| 6              | 2,362.46       | 696.21           | 1,666.25          | 113,646.30 | 117,055.69     |
| 7              | 2,362.46       | 686.14           | 1,676.32          | 111,969.98 | 115,329.08     |
| 8              | 2,362.46       | 676.02           | 1,686.44          | 110,283.54 | 113,592.05     |
| 9              | 2,362.46       | 665.84           | 1,696.62          | 108,586.92 | 111,844.53     |
| 10             | 2,362.46       | 655.60           | 1,706.86          | 106,880.06 | 110,086.46     |
| 11             | 2,362.46       | 645.29           | 1,717.17          | 105,162.89 | 108,317.78     |
| 12             | 2,362.46       | 634.93           | 1,727.53          | 103,435.36 | 106,538.42     |
| 13             | 2,362.46       | 624.50           | 1,737.96          | 101,697.40 | 104,748.32     |
| 14             | 2,362.46       | 614.00           | 1,748.46          | 99,948.94  | 102,947.41     |
| 15             | 2,362.46       | 603.45           | 1,759.01          | 98,189.93  | 101,135.63     |
| 16             | 2,362.46       | 592.83           | 1,769.63          | 96,420.30  | 99,312.91      |
| 17             | 2,362.46       | 582.14           | 1,780.32          | 94,639.98  | 97,479.18      |
| 18             | 2,362.46       | 571.39           | 1,791.07          | 92,848.91  | 95,634.38      |
| 19             | 2,362.46       | 560.58           | 1,801.88          | 91,047.03  | 93,778.44      |
| 20             | 2,362.46       | 549.70           | 1,812.76          | 89,234.27  | 91,911.30      |
| 21             | 2,362.46       | 538.76           | 1,823.70          | 87,410.57  | 90,032.89      |

Sales tax of \$0.00 is included in the financed amount shown above.

The dates, interest rate and resulting payments contained in the above amortization schedule are estimated based on the expected transaction funding timeframe. Lessor will make reasonable efforts to maintain the rate and payments presented herein. However, the rate may need to be adjusted prior to closing due to change in law or market conditions. In the event that market interest rates increase prior to the date of closing, the interest rate will be revised to reflect adjustments to the Lender's actual cost of funds due to financial market and legal changes incurred since the date of this documentation. This revision may result in an increase in the resulting payment amounts. If such revisions are deemed necessary by Lessor (it its sole discretion), it is understood and agreed by Lessee that a revised amortization schedule reflecting these changes will be executed prior to closing.

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_

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**ATTACHMENT 1**

**STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT**

**Lease Payment Schedule**

LESSOR: PLATINUM COPIER SOLUTIONS

LESSEE: CITY OF FREEPORT

LEASE NUMBER: 500-50452387

LEASE DATE: NOV 30, 2022

Lease Payments are due on each periodic anniversary of the Commencement Date that occurs during the Full Lease Term until all of the payments set forth below have been received by US. The period for each periodic anniversary is MONTHLY, as specified in the Payment Frequency box of this Lease. If the Commencement Date occurs on the 29th, 30th or 31st day of any month, the periodic anniversary will be deemed to occur on the 1st day of the month, commencing on the 1st day of the SECOND succeeding month after the month of such Commencement Date.

| Payment Number      | Rental Payment    | Interest Portion | Principal Portion | Balance   | Purchase Price |
|---------------------|-------------------|------------------|-------------------|-----------|----------------|
| 22                  | 2,362.46          | 527.75           | 1,834.71          | 85,575.86 | 88,143.14      |
| 23                  | 2,362.46          | 516.67           | 1,845.79          | 83,730.07 | 86,241.97      |
| 24                  | 2,362.46          | 505.52           | 1,856.94          | 81,873.13 | 84,329.32      |
| 25                  | 2,362.46          | 494.31           | 1,868.15          | 80,004.98 | 82,405.13      |
| 26                  | 2,362.46          | 483.03           | 1,879.43          | 78,125.55 | 80,469.32      |
| 27                  | 2,362.46          | 471.69           | 1,890.77          | 76,234.78 | 78,521.82      |
| 28                  | 2,362.46          | 460.27           | 1,902.19          | 74,332.59 | 76,562.57      |
| 29                  | 2,362.46          | 448.79           | 1,913.67          | 72,418.92 | 74,591.49      |
| 30                  | 2,362.46          | 437.23           | 1,925.23          | 70,493.69 | 72,608.50      |
| 31                  | 2,362.46          | 425.61           | 1,936.85          | 68,556.84 | 70,613.55      |
| 32                  | 2,362.46          | 413.92           | 1,948.54          | 66,608.30 | 68,606.55      |
| 33                  | 2,362.46          | 402.15           | 1,960.31          | 64,647.99 | 66,587.43      |
| 34                  | 2,362.46          | 390.32           | 1,972.14          | 62,675.85 | 64,556.13      |
| 35                  | 2,362.46          | 378.41           | 1,984.05          | 60,691.80 | 62,512.55      |
| 36                  | 2,362.46          | 366.43           | 1,996.03          | 58,695.77 | 60,456.64      |
| 37                  | 2,362.46          | 354.38           | 2,008.08          | 56,687.69 | 58,388.32      |
| 38                  | 2,362.46          | 342.25           | 2,020.21          | 54,667.48 | 56,307.50      |
| 39                  | 2,362.46          | 330.06           | 2,032.40          | 52,635.08 | 54,214.13      |
| 40                  | 2,362.46          | 317.79           | 2,044.67          | 50,590.41 | 52,108.12      |
| 41                  | 2,362.46          | 305.44           | 2,057.02          | 48,533.39 | 49,989.39      |
| 42                  | 2,362.46          | 293.02           | 2,069.44          | 46,463.95 | 47,857.87      |
| 43                  | 2,362.46          | 280.53           | 2,081.93          | 44,382.02 | 45,713.48      |
| 44                  | 2,362.46          | 267.96           | 2,094.50          | 42,287.52 | 43,556.15      |
| 45                  | 2,362.46          | 255.31           | 2,107.15          | 40,180.37 | 41,385.78      |
| 46                  | 2,362.46          | 242.59           | 2,119.87          | 38,060.50 | 39,202.32      |
| 47                  | 2,362.46          | 229.79           | 2,132.67          | 35,927.83 | 37,005.66      |
| 48                  | 2,362.46          | 216.92           | 2,145.54          | 33,782.29 | 34,795.76      |
| 49                  | 2,362.46          | 203.96           | 2,158.50          | 31,623.79 | 32,572.50      |
| 50                  | 2,362.46          | 190.93           | 2,171.53          | 29,452.26 | 30,335.83      |
| 51                  | 2,362.46          | 177.82           | 2,184.64          | 27,267.62 | 28,085.65      |
| 52                  | 2,362.46          | 164.63           | 2,197.83          | 25,069.79 | 25,821.88      |
| 53                  | 2,362.46          | 151.36           | 2,211.10          | 22,858.69 | 23,544.45      |
| 54                  | 2,362.46          | 138.01           | 2,224.45          | 20,634.24 | 21,253.27      |
| 55                  | 2,362.46          | 124.58           | 2,237.88          | 18,396.36 | 18,948.25      |
| 56                  | 2,362.46          | 111.07           | 2,251.39          | 16,144.97 | 16,629.32      |
| 57                  | 2,362.46          | 97.48            | 2,264.98          | 13,879.99 | 14,296.39      |
| 58                  | 2,362.46          | 83.80            | 2,278.66          | 11,601.33 | 11,949.37      |
| 59                  | 2,362.46          | 70.04            | 2,292.42          | 9,308.91  | 9,588.18       |
| 60                  | 2,362.46          | 56.20            | 2,306.26          | 7,002.65  | 7,212.73       |
| 61                  | 2,362.46          | 42.28            | 2,320.18          | 4,682.47  | 4,822.94       |
| 62                  | 2,362.46          | 28.27            | 2,334.19          | 2,348.28  | 2,418.73       |
| 63                  | 2,362.46          | 14.18            | 2,348.28          | 0.00      | -              |
| <b>Grand Totals</b> | <b>148,834.98</b> | <b>25,339.95</b> |                   |           |                |

LESSOR: \_\_\_\_\_

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

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

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

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# BILLING INFORMATION

**PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS**

In order for PLATINUM COPIER SOLUTIONS to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

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

If you would like your invoices emailed to you in place of regular mail, please provide an email address(es) below:

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

**\*YOUR INVOICES WILL BE EMAILED FROM INVOICEDELIVERY@PAYEREXPRESS.COM  
Subject line will read: Your Lease Direct Invoice is ready to view online!**

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

Attention: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

FEDERAL TAX ID#: \_\_\_\_\_

Lease/Contract Signer Name: \_\_\_\_\_ Date of Birth \_\_\_\_\_ (only provide if requested)

### SPECIAL INSTRUCTIONS

Do you require a Purchase Order Number on the invoice? If yes, please provide PO# \_\_\_\_\_  YES  NO

Is a new purchase order required for each new fiscal period?  YES  NO

If yes, provide month/year PO expires \_\_\_\_\_

Are you sales tax exempt? If yes, please attach a copy of exempt certificate or direct pay permit.  YES  NO

Do you require any special information to establish a vendor number for \_\_\_\_\_?  YES  NO

If yes, please advise: \_\_\_\_\_

Additional Comments: \_\_\_\_\_

### CONTACT INFORMATION AND QUESTIONNAIRE FOR FORM 8038-G FILINGS (required for all State and Local Government transactions)

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

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

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

Contact Telephone Number: \_\_\_\_\_

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

### Written Tax Compliance Procedures

The IRS Form 8038-G asks specific questions about whether written procedures exist with regard to compliance with the federal tax requirements for tax-exempt obligations. Please answer the following questions to help us complete the form correctly prior to your signature. **Please note that your answers to these questions will not impact the terms or conditions of the subject transaction:**

1. Has the Lessee established written procedures designed to monitor compliance with federal tax restrictions for the term of the lease? Among other matters, the written procedures should identify a particular individual within Lessee's organization to monitor compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered.

YES  NO  If YES, please attach/provide a copy.

**Answer the following question only if proceeds of the current financing will be funded to an ESCROW Account.**

The IRS Form 8038-G asks specific questions about written procedures to monitor the yield on the investment of gross proceeds of tax-exempt obligations and, as necessary, make payments of arbitrage rebate earned to the United States.

2. Has the Lessee established written procedures to monitor the yield on the investment of proceeds of the Lease on deposit in an escrow account or similar fund prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States?

YES  NO  If YES, please attach/provide a copy.

*If you have further questions, please consult your regular bond or legal counsel.*



Form **8038-G**

**Information Return for Tax-Exempt Governmental Bonds**

(Rev. October 2021)

Under Internal Revenue Code section 149(e)

See separate instructions.

OMB No. 1545-0047

Department of the Treasury  
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.  
Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.

**Part I Reporting Authority**

Check box if Amended Return

|  |                      |  |
|--|----------------------|--|
| 1 Issuer's name<br>CITY OF FREEPORT  |                      | 2 Issuer's employer identification number (EIN)<br>XXXXXXXXXXXX                |
| 3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)<br>XX |                      | 3b Telephone number of other person shown on 3a<br>XXXXXXXXXXXX                |
| 4 Number and street (or P.O. box if mail is not delivered to street address)<br>200 W 2ND ST   | Room/suite<br>XXXXXX | 5 Report number (For IRS Use Only)<br>3  |
| 6 City, town, or post office, state, and ZIP code<br>FREEPORT TX 77541   |                      | 7 Date of issue<br>XXXXXXXXXXXXXXXXXXXX  |
| 8 Name of Issue<br>XX  |                      | 9 CUSIP number<br>XXXXXXXXXXXX   |
| 10a Name and title of officer or other employee of the issuer whom the IRS may call for more information<br>XX     |                      | 10b Telephone number of officer or other employee shown on 10a<br>XXXXXXXXXXXX |

**Part II Type of Issue (Enter the issue price.)** See the instructions and attach schedule.

|   |    |                          |
|---|----|--------------------------|
| 11 Education  | 11 | XXXXXXXXXX XX            |
| 12 Health and hospital  | 12 | XXXXXXXXXX XX            |
| 13 Transportation   | 13 | XXXXXXXXXX XX            |
| 14 Public safety  | 14 | XXXXXXXXXX XX            |
| 15 Environment (including sewage bonds)                               | 15 | XXXXXXXXXX XX            |
| 16 Housing  | 16 | XXXXXXXXXX XX            |
| 17 Utilities  | 17 | XXXXXXXXXX XX            |
| 18 Other. Describe  | 18 | XXXXXXXXXX XX            |
| 19a If bonds are TANs or RANs, check only box 19a                     |    | <input type="checkbox"/> |
| b If bonds are BANs, check only box 19b                               |    | <input type="checkbox"/> |
| 20 If bonds are in the form of a lease or installment sale, check box |    | <input type="checkbox"/> |

**Part III Description of Bonds.** Complete for the entire issue for which this form is being filed.

|    | (a) Final maturity date | (b) Issue price  | (c) Stated redemption price at maturity | (d) Weighted average maturity | (e) Yield    |
|----|-------------------------|------------------|---|-------------------------------|--------------|
| 21 | XXXXXXXXXX              | \$ XXXXXXXXXXXXX | \$ XXXXXXXXXXXXX                        | XXXXXXXXXX years              | XXXXXXXXXX % |

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

|   |    |               |
|---|----|---------------|
| 22 Proceeds used for accrued interest   | 22 | XXXXXXXXXX XX |
| 23 Issue price of entire issue (enter amount from line 21, column (b))                      | 23 | XXXXXXXXXX XX |
| 24 Proceeds used for bond issuance costs (including underwriters' discount)                 | 24 | XXXXXXXXXX XX |
| 25 Proceeds used for credit enhancement   | 25 | XXXXXXXXXX XX |
| 26 Proceeds allocated to reasonably required reserve or replacement fund                    | 26 | XXXXXXXXXX XX |
| 27 Proceeds used to refund prior tax-exempt bonds. Complete Part V                          | 27 | XXXXXXXXXX XX |
| 28 Proceeds used to refund prior taxable bonds. Complete Part V                             | 28 | XXXXXXXXXX XX |
| 29 Total (add lines 24 through 28)  | 29 | XXXXXXXXXX XX |
| 30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) | 30 | XXXXXXXXXX XX |

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds.

|   |  |                  |
|---|--|------------------|
| 31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded   |  | XXXXXXXXXX years |
| 32 Enter the remaining weighted average maturity of the taxable bonds to be refunded      |  | XXXXXXXXXX years |
| 33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) |  | XXXXXXXXXX       |
| 34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)                          |  | XXXXXXXXXX       |

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 10-2021)

**Part VI Miscellaneous**

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . . **35** XXXXXXXXXXXX XX
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . . **36a** XXXXXXXXXXXX XX
  - b** Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) XXXXXXXXXXXXXXXX
  - c** Enter the name of the GIC provider ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . . **37** XXXXXXXXXXXX XX
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶  and enter the following information:
  - b** Enter the date of the master pool bond ▶ (MM/DD/YYYY) XXXXXXXXXXXXXXXX
  - c** Enter the EIN of the issuer of the master pool bond ▶ XXXXXXXXXXX
  - d** Enter the name of the issuer of the master pool bond ▶ XXXXXXXXXXXXXXXXXXXX
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ▶
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ▶
- 41a** If the issuer has identified a hedge, check here ▶  and enter the following information:
  - b** Name of hedge provider ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
  - c** Type of hedge ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
  - d** Term of hedge ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
- 42** If the issuer has superintegrated the hedge, check box . . . . . ▶
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ▶
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ▶  and enter the amount of reimbursement . . . . . ▶ XXXXXXXXXXXXXXXXXXXXXXXX
- b** Enter the date the official intent was adopted ▶ (MM/DD/YYYY) XXXXXXXXXXXXXXXX

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative \_\_\_\_\_ Date \_\_\_\_\_ Type or print name and title \_\_\_\_\_

---

**Paid Preparer Use Only**

|  |  |                      |   |                      |
|--|--|----------------------|---|----------------------|
| Print/Type preparer's name<br>XXXXXXXXXXXXXXXXXXXXXXXXXXXX | Preparer's signature<br>XXXXXXXXXXXXXXXXXXXXXXXXXXXX | Date<br>XXXXXXXXXXXX | Check <input type="checkbox"/> if self-employed | PTIN<br>XXXXXXXXXXXX |
| Firm's name ▶ XXXXXXXXXXXXXXXXXXXXXXXX                     | Firm's EIN ▶ XXXXXXXXXXX                             |                      | Phone no. XXXXXXXXXXXXXXX                       |                      |
| Firm's address ▶ XXXXXXXXXXXXXXXXXXXXXXXX                  |  |                      |   |                      |





## City Council Agenda Item # 13

**Title:** Consider Adopting a Citizens Participation Plan for the CDBG-MIT program, for the City of Freeport

**Date:** December 5, 2022

**From:** Cathy Ezell, Finance Director

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**Staff Recommendation:**

Staff recommends adoption of the proposed Citizens Participation Plan.

**Item Summary:**

A detailed citizens participation plan is a requirement under the CDBG-MIT MOD program. The proposed Citizen Participation Plan includes the following in compliance with the GLO Application guidance: Outreach Efforts, Complaint Procedures, Technical Assistance, and Post-Funding Citizen Participation.

**Background Information:**

The City of Freeport intends to apply for the upcoming Community Development Block Grant Mitigation Method of Distribution (CDBG-MIT MOD) funding from the Texas General Land Office (GLO). The proposed Citizens Participation Plan is a requirement of the application due January 9, 2023.

**Special Considerations:**

N/A

**Financial Impact:**

The City is preparing an application for the CDBG-MIT MOD program. The amount allocated to the City for this project is \$1,837,967.

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

N/A

**Supporting Documentation:**

Citizens Participation Plan

**THE CITY OF FREEPORT  
CITIZEN PARTICIPATION PLAN  
TEXAS GENERAL LAND OFFICE (GLO) COMMUNITY DEVELOPMENT BLOCK  
GRANT MITIGATION METHOD OF DISTRIBUTION (CDBG-MIT MOD)  
PROGRAM**

**COMPLAINT PROCEDURES**

These complaint procedures comply with the requirements of the Texas General Land Office (GLO) Community Development Block Grant Mitigation Method of Distribution (CDBG-MIT MOD) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of Freeport, 200 W 2nd St, Freeport, TX 77541, (979) 871-0107 during regular business hours.

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

1. A person who has a complaint or grievance about any services or activities with respect to the CDBG-MIT MOD project(s), whether it is a proposed, ongoing, or completed CDBG-MIT MOD project(s), may during regular business hours submit such complaint or grievance, in writing to the Mayor at 200 W 2nd St, Freeport, TX 77541 or may contact (979) 871-0107.
2. A copy of the complaint or grievance shall be transmitted by the Mayor to the entity that is the subject of the complaint or grievance and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The Mayor shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the CDBG-MIT MOD program for their further review and comment.
6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

**TECHNICAL ASSISTANCE**

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

## PUBLIC OUTREACH EFFORTS

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

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

## PUBLIC HEARING PROVISIONS (IF APPLICABLE)

If a public hearing is scheduled and conducted by a CDBG-MIT MOD applicant or recipient, the following public hearing provisions shall be observed:

1. Furnish citizens information, including but not limited to:
  - (a) The amount of CDBG-MIT MOD funds available per application;
  - (b) The range of activities that may be undertaken with the CDBG-MIT MOD funds;
  - (c) The estimated amount of the CDBG-MIT MOD funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate-income persons; and

- (d) The proposed CDBG-MIT MOD activities likely to result in displacement and the unit of general local government's anti-displacement and relocation plans required under 24 CFR 570.488.
2. Public notice of any hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice MUST include the DATE, TIME, LOCATION and TOPICS to be considered at the public hearing. A published newspaper article may also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
  3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and an applicant must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to each hearing.
  4. When a considerable number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter will be present to accommodate the needs of the non-English speaking residents.
  5. Town may conduct a public hearing via webinar if they also follow the provisions above. If the webinar is used to conduct a public hearing, a physical location with associated reasonable accommodations must be made available for citizens to participate so as to ensure that those individuals without necessary technology are able to participate.
  6. If applicable, the locality must retain documentation of the hearing notice(s), attendance lists, minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three years after the project is closed out. Such records must be made available to the public in accordance with Chapter 552, Government Code.

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Brooks Bass, Mayor  
City of Freeport

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Date

**EL CIUDAD DE FREEPORT  
PLAN DE PARTICIPACIÓN DEL CIUDADANO  
TEXAS GENERAL LAND OFFICE (GLO) PROGRAMA DE COMMUNITY  
DEVELOPMENT BLOCK GRANT MITIGACIÓN DE MÉTODO DE DISTRIBUCIÓN  
(CDBG-MIT MOD)**

### PROCEDIMIENTOS DE QUEJAS

Estos procedimientos de queja cumplen con los requisitos del Programa de Recuperación de Desastres (CDBG-MIT MOD) y los Requisitos de Gobiernos Locales del Código de Regulaciones Federales (CFR §570.486). Los ciudadanos pueden obtener una copia de estos procedimientos en el ciudad de Freeport, 200 W 2nd St, Freeport, TX 77541. Teléfono 979) 871-0107 durante las horas de negocio.

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

1. Una persona que tenga una queja o queja acerca de cualquier servicio o actividad con respecto al (los) proyecto (s) CDBG-MIT MOD, si se trata de un proyecto (s) CDBG-MIT MOD propuesto, en curso o terminado, presentar dicha queja o queja, por escrito al 200 W 2nd St, Freeport, TX 77541 o puede llamar a 979) 871-0107.
2. Una copia de la queja o queja será transmitida por el Alcalde del Freeport a la entidad que es el sujeto de la queja o queja y al Abogado del ciudad dentro de los cinco (5) días hábiles después de la fecha de la queja o queja fue recibida.
3. El Alcalde del ciudad completará una investigación de la queja, si es factible, y proporcionará una respuesta escrita a tiempo a la persona que hizo la queja o queja dentro de diez (10) días.
4. Si la investigación no puede completarse dentro de los diez (10) días hábiles por no. 3 anterior, la persona que hizo la queja o queja será notificada por escrito dentro de los quince (15) días cuando sea posible después de recibir la queja o queja original y detallará cuándo debe concluirse la investigación.
5. Si es necesario, la queja y una copia escrita de la investigación posterior serán enviadas al programa CDBG-MIT MOD para su revisión y comentario.
6. Si es apropiado, proporcione copias de los procedimientos de quejas y respuestas a las quejas en inglés y español, u otro idioma apropiado.

### ASISTENCIA TÉCNICA

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

## ESFUERZOS PUBLICOS

El ciudad proporcionará un aviso público razonable, evaluación, examen y comentario sobre las actividades propuestas para el uso de fondos de CDBG-MIT MOD. Estos esfuerzos incluirán:

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

## DISPOSICIONES PARA LA AUDIENCIA PÚBLICA (SI ES APLICABLE)

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

1. Proporcionar a los ciudadanos información, que incluye pero no se limita a:
  - a) La cantidad de fondos de CDBG-MIT MOD disponibles por solicitud,
  - b) El rango de actividades que se pueden realizar con los fondos de la CDBG-MIT MOD;



- c) El monto estimado de los fondos de CDBG-MIT MOD propuestos para ser utilizados en actividades que cumplirán el objetivo nacional de beneficiar a las personas de ingresos bajos y moderados; y
  - d) Las actividades propuestas de CDBG-MIT MOD que probablemente resulten en desplazamiento y la unidad de los planes generales de antidesubicación y reubicación del gobierno local requeridos bajo 24 CFR 570.488
2. El aviso público de cualquier audiencia debe ser publicado por lo menos setenta y dos (72) horas antes de la audiencia programada. El aviso público debe ser publicado en un periódico local. Cada aviso público DEBE incluir la FECHA, TIEMPO, LOCALIZACIÓN y TEMAS a ser considerados en la audiencia pública. Un artículo de periódico publicado también puede usarse para cumplir este requisito, siempre y cuando cumpla con todos los requisitos de contenido y tiempo. Los avisos también deben ser destacados en los edificios públicos y distribuidos a las Autoridades Locales de Vivienda ya otros grupos comunitarios interesados.
  3. Cada audiencia pública se celebrará en un momento y lugar conveniente para los beneficiarios potenciales o reales e incluirá alojamiento para personas con discapacidades. Las personas con discapacidades deben ser capaces de asistir a las audiencias y el solicitante debe hacer arreglos para las personas que requieren ayudas auxiliares o servicios si se ponen en contacto por lo menos dos días antes de cada audiencia.
  4. Cuando un número significativo de residentes que no hablan inglés puede ser razonablemente esperado para participar en una audiencia pública, un intérprete estará presente para acomodar las necesidades de los residentes que no hablan inglés.
  5. El ciudad puede conducir una audiencia pública vía webinar si también siguen las disposiciones anteriores. Si el seminario web se utiliza para llevar a cabo una audiencia pública, debe ponerse a disposición de los ciudadanos un lugar físico con adaptaciones razonables asociadas para garantizar que los individuos sin la tecnología necesaria puedan participar.
  6. Si es aplicable, la localidad debe conservar la documentación de los avisos de audiencia, las listas de asistencia, las actas de las audiencias y cualquier otro registro referente al uso real de los fondos por un período de tres años después del cierre del proyecto. Dichos registros deben ponerse a disposición del público de conformidad con el Capítulo 552, Código del Gobierno.

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Brooks Bass, Alcalde  
El ciudad de Freeport

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Date



## City Council Agenda Item # 14

**Title:** FY2021-2022 Proposed Budget Adjustment #5

**Date:** December 5, 2022

**From:** Cathy Ezell, Finance Director

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**Staff Recommendation:**

Staff recommends approval of Budget Amendment #5.

**Item Summary:**

The proposed budget amendment is the final Budget Amendment for Fiscal Year 2022. It accounts for year-end budget overages.

**Background Information:**

This budget amendment will in the General Fund re-allocated funds from various departments to cover the department overages. There have been salary savings in various departments as well as savings in other line items. The overages are attributed to:

- AC repairs and rental of equipment at City Hall
- Insurance costs being distributed based on property value
- Repairs to the electrical system at City Hall
- Increased amount of advertising
- Replacement of generator at Service Center
- Replacement of fogger
- An increase in merchant bank charges for the increase in credit card usage
- Increase in the amount of time for beach clean-up

In the Water & Sewer fund an increase in revenue will be allocated to cover the department overages. The overages are attributed to:

- Grant projects
- Veolia increase in repair and maintenance costs

**Financial Impact:**

The financial impact is \$0.00. The budget overages are covered by the re-allocation of expenditures from the various departments of the City in the General Fund. In the Water & Sewer fund the increased revenues will cover the increase in expenditures.

**Supporting Documentation:**

Ordinance

**ORDINANCE NO. 2022-2684**

**AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; MAKING CERTAIN FINDINGS AND CONTAINING CERTAIN PROVISIONS RELATING TO THE SUBJECT; PROVIDING A SEVERANCE CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, under Section 102.001(b) of the Local Government Code, because the City has a City Manager form of government, the City Manager is the budget officer of the City municipality and under Section 102.002 of said Code and Chapter 9 of said Charter, the City Manager is required to prepare a proposed annual budget for the municipality and, under Section 102.03(a) of said Code and Chapter 9 of said Charter, is required to file the same with the City Secretary before the 30th day before the date the governing body of the municipality makes its tax levy for the fiscal year; and,

WHEREAS, on August 2, 2021, the City Manager presented to the City Council a proposed budget of the expenditures of the City of Freeport for the fiscal year 2022 and the proposed budget was filed with the City Secretary and posted on the City website as required by Local Government Code Section 102.005; and

WHEREAS, pursuant to notice as required by Section 102.006 of the Local Government Code, on September 7, 2021, a public hearing on such budget was held in the Council Chambers, at which hearing all citizens and taxpayers of the City had the right to be present and to be heard, and those who requested to be heard were heard; and

WHEREAS, the budget for the 2021-2022 fiscal year of the City was approved by the City Council by Ordinance No. 2021-2637, read, passed and adopted on the 7th day of September, 2021.

WHEREAS, such Ordinance states that the budget for operations shall be administered as follows:

- a. The Council may transfer any unencumbered appropriation balance or portion thereof from one department, or fund to another, at any time;
- b. The City Manager shall have authority, without Council approval, to transfer appropriation balances from one expenditure account to another within a department;
- c. At any time in any fiscal year, the Council may, pursuant to Article XI, section 9.14 of the City Charter, make emergency appropriations to meet pressing need for public expenditure, for other than regular or recurring requirements, to protect the public health, safety or welfare. Such appropriation shall not be more than 5% of the total annual budget; however, the 5% may only be allocated under the condition the "undesigned" reserve/contingency funds may only be used with the specific consent of the City Council for unforeseen contingencies by the City Manager; and

WHEREAS, the City Council has considered the proposed budget amendment and has made such changes therein as in the City Council's judgment were warranted by law and were in the best interest of the citizens and taxpayers of the City.

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

Section 1. The facts and opinions in the preamble of this ordinance are true and correct.

Section 2. The existing Budget of the City of Freeport, Texas, for the fiscal year 2021-2022 as amended by Ordinance No. 2021-2651, read, passed and adopted on November 15, 2021, as amended by Ordinance No. 2022-2655, read, passed and adopted on January 24, 2022 and as amended by Ordinance No. 20222-2662, read, passed and adopted on April 4, 2022 is hereby amended, as amended by Ordinance No. 2022-2673 and revised as reflected in said Exhibit "A"

Section 3. All ordinances and resolutions, and parts of ordinances and resolutions in conflict herewith, are hereby repealed.

Section 4. It is hereby found and determined that the meeting at which this ordinance was passed was open to the public and that advance public notice of the time, place and purpose of said meeting was given as required by law.

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

PASSED AND ADOPTED this 5<sup>th</sup> day of December 2022.

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

ATTEST:

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

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
David Olson, City Attorney

Exhibit A

City of Freeport  
End of Year Budget Adjustment  
Fiscal Year 2022  
Budget Adjustment #5

| Department<br>General Fund | Account Number | Description                 | FY2021-2022<br>Original<br>Budget | FY2021-2022<br>Current Budget | FY2021-2022<br>5th Budget<br>Amendment | FY2021-2022<br>Amended<br>Budget |
|----------------------------|----------------|-----------------------------|-----------------------------------|-------------------------------|--|----------------------------------|
| Administration             | 10-410-392     | Janitorial Supplies         |                                   | 2,000                         |  |                                  |
|                            | 10-410-399     | Other Supplies              |                                   | 500                           | 996                                    | 3,989                            |
|                            | 10-410-441     | Water                       | 10,200                            | 500                           | 4,571                                  | 5,071                            |
|                            | 10-410-430     | Advertising                 | 15,000                            | 10,200                        | 6,257                                  | 16,457                           |
|                            | 10-410-482     | Service Contracts           | 43,300                            | 15,000                        | 10,055                                 | 25,055                           |
|                            | 10-410-543     | Electronics/Computer Maint  | 65,000                            | 43,300                        | 30,893                                 | 74,193                           |
|                            | 10-410-545     | Building Maintenance        | 50,000                            | 67,691                        | 18,287                                 | 85,978                           |
|                            | 10-410-628     | Property/Gen Liab Insurance | 40,000                            | 50,000                        | 110,000                                | 160,000                          |
|                            | 10-410-699     | Other-Sundry                | 32,000                            | 40,000                        | 14,125                                 | 54,125                           |
|                            | 10-410-899     | Capital Outlay              | -                                 | 32,000                        | 9,831                                  | 41,831                           |
|                            |                | Total Administration        | 258,000                           | 261,684                       | 256,648                                | 518,332                          |
| Service Center             | 10-420-899     | Capital Outlay              | -                                 | 7,156                         | 16,358                                 | 23,514                           |
|                            |                | Total Service Center        | -                                 | 7,156                         | 16,358                                 | 23,514                           |
| Municipal Court            | 10-430-414     | Bank Charges                | 13,200                            | 17,982                        | 11,577                                 | 29,559                           |
|                            |                | Total Municipal Court       | 13,200                            | 17,982                        | 11,577                                 | 29,559                           |
| Police                     | 10-525-482     | Service Contracts           | 146,740                           | 136,281                       | (84,541)                               | 51,740                           |
|                            |                | Total Police                | 146,740                           | 136,281                       | (84,541)                               | 51,740                           |
| Fire                       | 10-530-100     | Salaries/Wages              | 674,949                           | 674,949                       | (37,051)                               | 637,898                          |
|                            | 10-530-190     | Overtime-FLSA               | 72,400                            | 72,400                        | (8,500)                                | 63,900                           |
|                            | 10-530-192     | Overtime-Other              | 10,000                            | 10,000                        | (10,000)                               | -                                |
|                            | 10-530-193     | Overtime-Training           | 12,000                            | 12,000                        | (12,000)                               | -                                |
|                            | 10-530-201     | FICA & Medicare             | 54,476                            | 54,476                        | (2,500)                                | 51,976                           |
|                            | 10-530-210     | Group Insurance             | 104,211                           | 104,211                       | (17,750)                               | 86,461                           |
|                            | 10-530-230     | TMRS                        | 101,921                           | 101,921                       | (4,500)                                | 97,421                           |
|                            | 10-530-320     | Other Electronics           | 13,000                            | 16,167                        | (10,000)                               | 6,167                            |
|                            | 10-530-335     | Clothing                    | 16,000                            | 15,500                        | (6,250)                                | 9,250                            |
|                            | 10-530-385     | Small Tools & Equipment     | 15,000                            | 10,443                        | (8,250)                                | 2,193                            |
|                            | 10-530-524     | Vehicle Maintenance         | 30,000                            | 38,277                        | (3,323)                                | 34,954                           |
|                            | 10-530-629     | Liability-Vehicle Insurance | 20,000                            | 20,000                        | (10,000)                               | 10,000                           |
|                            |                | Total Fire                  | 1,123,957                         | 1,130,344                     | (130,124)                              | 1,000,220                        |
| EMS                        | 10-535-110     | Salaries/Wages - PT         | -                                 | -                             | 17,407                                 | 17,407                           |
|                            | 10-535-190     | Overtime                    | 53,900                            | 53,900                        | 69,682                                 | 123,582                          |
|                            | 10-535-230     | TMRS                        | 70,266                            | 76,069                        | 11,718                                 | 87,787                           |
|                            |                | Total EMS                   | 124,166                           | 129,969                       | 98,807                                 | 228,776                          |
| Emergency Management       | 10-556-413     | Professional Services       | -                                 | 161,827                       | (17,000)                               | 144,827                          |
|                            |                | Total Emergency Management  | -                                 | 161,827                       | (17,000)                               | 144,827                          |
| Code Enforcement           | 10-557-429     | Rental Registration Prog    | 50,000                            | 35,333                        | (35,333)                               | -                                |
|                            |                | Total Code Enforcement      | 50,000                            | 35,333                        | (35,333)                               | -                                |
| Building                   | 10-558-100     | Salaries/Wages              | 212,511                           | 167,714                       | (35,203)                               | 132,511                          |
|                            |                | Total Building              | 212,511                           | 167,714                       | (35,203)                               | 132,511                          |
| Street                     | 10-575-100     | Salaries/Wages              | 654,318                           | 654,318                       | (35,000)                               | 619,318                          |
|                            | 10-575-210     | Group Insurance             | 159,278                           | 148,372                       | (2,094)                                | 146,278                          |
|                            |                | Total Street                | 813,596                           | 802,690                       | (37,094)                               | 765,596                          |

Exhibit A

|                                       |            |                            |           |           |          |           |
|---------------------------------------|------------|----------------------------|-----------|-----------|----------|-----------|
| Beach Maintenance                     | 10-576-100 | Salaries/Wages             | 8,000     | 8,000     | 9,790    | 17,790    |
|                                       | 10-576-201 | FICA & Medicare            | 1,500     | 1,500     | 220      | 1,720     |
|                                       | 10-576-230 | TMRS                       | 2,000     | 2,000     | 1,295    | 3,295     |
|                                       | 10-576-591 | Beach Maintenance Expense  | 10,000    | 10,000    | 15,442   | 25,442    |
|                                       |            | Total Beach Maintenance    | 21,500    | 21,500    | 26,747   | 48,247    |
| Museum                                | 10-578-100 | Salaries/Wages             | 140,609   | 132,954   | (32,000) | 100,954   |
|                                       | 10-578-110 | Salaries/Wages PT          | 15,608    | 15,608    | (5,000)  | 10,608    |
|                                       | 10-578-210 | Group Insurance            | 31,346    | 31,346    | (6,750)  | 24,596    |
|                                       | 10-578-230 | TMRS                       | 22,755    | 22,755    | (6,750)  | 16,005    |
|                                       | 10-578-441 | Water                      | 10,200    | 10,200    | (5,000)  | 5,200     |
|                                       | 10-578-482 | Service Contracts          | 13,140    | 12,443    | (6,303)  | 6,140     |
|                                       |            | Total Museum               | 77,441    | 76,744    | (24,803) | 51,941    |
| Library                               | 10-650-441 | Water                      | 10,200    | 8,090     | (6,890)  | 1,200     |
|                                       |            | Total Library              | 10,200    | 8,090     | (6,890)  | 1,200     |
| Golf                                  | 10-656-100 | Salaries/Wages             | 359,693   | 369,435   | 31,626   | 401,061   |
|                                       |            | Total Golf                 | 359,693   | 369,435   | 31,626   | 401,061   |
| Recreation                            | 10-665-100 | Salaries/Wages             | 158,274   | 158,274   | (20,000) | 138,274   |
|                                       | 10-665-110 | Salaries/Wages PT          | 68,657    | 68,657    | (40,000) | 28,657    |
|                                       | 10-665-440 | Electricity                | 35,000    | 23,775    | (10,775) | 13,000    |
|                                       |            | Total Recreation           | 261,931   | 250,706   | (70,775) | 179,931   |
| <b>Total General Fund</b>             |            |                            |           |           | \$ -     |           |
| <b>Water &amp; Sewer Fund Revenue</b> | 56-360-103 | Utility Reimbursement      | 70,000    | 70,000    | 95,400   | 165,400   |
|                                       | 56-360-402 | Grant CDBG-GLO             | -         | -         | 622,831  | 622,831   |
|                                       | 56-381-300 | Sewer Revenue              | 2,383,800 | 2,383,800 | 94,301   | 2,478,101 |
|                                       | 56-381-900 | Connect & Disconnect Fees  | 90,000    | 90,000    | 42,400   | 132,400   |
|                                       |            | Total Revenue              | 2,543,800 | 2,543,800 | 854,932  | 3,398,732 |
| Expenditures                          | 56-565-499 | Veolia Contract Operations | 2,600,000 | 2,657,898 | 232,102  | 2,890,000 |
|                                       | 56-565-899 | Capital Outlay             | -         | -         | 622,830  | 622,830   |
|                                       |            | Total Expenditures         | 2,600,000 | 2,657,898 | 854,932  | 3,512,830 |
| <b>Total Water &amp; Sewer Fund</b>   |            |                            |           |           | \$ -     |           |



## City Council Agenda Item # 15

**Title:** FY2022-2023 Proposed Budget Adjustment #1

**Date:** December 5, 2022

**From:** Cathy Ezell, Finance Director

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**Staff Recommendation:** Staff recommend approval of the following budget amendment.

**Item Summary:** This proposed budget amendment offsets expenditure overages by shortages based on actuals (unaudited) through the end of the Fiscal Year 2021-2022.

**Background Information:** Below is a summary of each of the proposed changes.

1. Administration Department: Recodification
2. Police Department: Service Contracts
3. Fire Department: Radio Repairs, Vests, SCBA Masks, Vehicle Repairs
4. EMS: Fire Vests, Radio Equipment
5. Parks: Chairs, Park Equipment, Fire Alarm Repairs.
6. Golf: Electrical Repairs
7. Streets & Drainage Fund: Emergency Repairs to Road
8. Facilities & Grounds CIP Fund: Roll of unfished projects.
9. Vehicle & Equipment Fund: Roll of funds for vehicles and equipment that did not come in by end of fiscal year.
10. Information Technology Fund: Roll of unfished projects.
11. Utility Fund: CDBG-GLO projects, Force Main Engineering, and Emergency Response Plan.
12. 2020 CO Bond Fund: Roll of unfinished projects.
13. 2021 CO Bond Fund: Roll of unfinished projects.
14. TIRZ: Repayment to EDC for TIRZ Implementation

**Financial Impact:** The funds are coming from the savings from Fiscal Year 2022-2023 that were rolled into fund balance at the end of the Fiscal Year 2022-2023. The budget adjustment is moving the savings from fund balance into the operating and project budget. The Utility Fund shows revenue and expenses for the grant projects. The TIRZ Fund is repaying the EDC for the costs incurred to implement the TIRZ



**Supporting Documentation: Ordinance**

Exhibit A

City of Freeport  
End of Year Budget Adjustment  
Fiscal Year 2023

| Department<br>General Fund                     | Account Number              | Description                             | FY2022-2023         | FY2022-2023             | FY2022-2023         |
|--|-----------------------------|---|---------------------|-------------------------|---------------------|
|  |                             |   | Original<br>Budget  | 1st Budget<br>Amendment | Amended<br>Budget   |
| Administration                                 | 10-410-413                  | Professional Services                   | \$ 225,000          | \$ 12,000               | \$ 237,000          |
|  |                             | Total Administration                    | 225,000             | 12,000                  | 237,000             |
| Police   | 10-525-482                  | Service Contracts                       | 154,740             | 25,805                  | 180,545             |
|  |                             | Total Police                            | 154,740             | 25,805                  | 180,545             |
| Fire   | 10-530-320                  | Other Electronics                       | 16,500              | 5,005                   | 21,505              |
|  | 10-530-335                  | Clothing                                | 19,240              | 7,185                   | 26,425              |
|  | 10-530-385                  | Small Tools & Equipment                 | 14,800              | 7,380                   | 22,180              |
|  | 10-530-524                  | Vehicle Maintenance                     | 30,000              | 4,487                   | 34,487              |
|  | Total Fire                  | 80,540                                  | 24,057              | 104,597                 |                     |
| EMS  | 10-535-335                  | Clothing                                | 19,660              | 7,185                   | 26,845              |
|  | 10-535-699                  | Other Sundry                            | 10,000              | 4,400                   | 14,400              |
|  | Total Emergency Management  | 29,660                                  | 11,585              | 41,245                  |                     |
| Parks  | 10-655-399                  | Other Supplies                          | 23,150              | 2,247                   | 25,397              |
|  | 10-655-546                  | Land/Grounds Maint                      | 44,000              | 1,287                   | 45,287              |
|  | 10-655-545                  | Bldg/Bldg Equipment Maintenance         | 33,400              | 3,850                   | 37,250              |
|  | Total Parks                 | 100,550                                 | 7,384               | 107,934                 |                     |
| Golf   | 10-656-899                  | Capital Outlay                          | -                   | 13,440                  | 13,440              |
|  |                             | Fund Balance                            | -                   | 13,440                  | 13,440              |
|  |                             | Fund Balance                            |                     | (94,271)                |                     |
|  |                             | <b>Total Genral Fund</b>                | <b>\$ 590,490</b>   | <b>\$ -</b>             | <b>\$ 684,761</b>   |
| Street & Drainage Fund                         | 14-575-899                  | Capital Outlay                          | 1,462,000           | 49,000                  | 1,511,000           |
|  |                             | Fund Balance                            |                     | (49,000)                |                     |
|  |                             | <b>Total Street &amp; Drainage Fund</b> | <b>\$ 1,462,000</b> | <b>\$ -</b>             | <b>\$ 1,511,000</b> |
| Facilities & Grounds CIP Fund                  | 21-410-899                  | Capital Outlay - Administration         | -                   | 750,000                 | 750,000             |
|  | 21-420-899                  | Capital Outlay - Service Center         | -                   | 10,386                  | 10,386              |
|  | 21-530-899                  | Capital Outlay - Fire                   | 436,095             | 26,608                  | 462,703             |
|  | 21-578-899                  | Capital Outlay -Museum                  | -                   | 117,000                 | 117,000             |
|  | 21-655-899                  | Capital Outlay - Parks                  | 275,000             | 67,053                  | 342,053             |
|  | 21-656-899                  | Capital Outlay - Golf                   | 10,000              | 180,000                 | 190,000             |
|  | Fund Balance                |   |                     | (1,151,047)             |                     |
| <b>Total Facilities &amp; Grounds CIP Fund</b> | <b>\$ 721,095</b>           | <b>\$ -</b>                             | <b>\$ 1,872,142</b> |                         |                     |
| Vehicle & Equipment Fund                       | 22-525-899                  | Capital Outlay - Police                 | \$ 366,000          | \$ 163,077              | \$ 529,077          |
|  | 22-530-899                  | Capital Outlay - Fire                   | 457,000             | 493,741                 | 950,741             |
|  | 22-655-899                  | Capital Outlay - Parks                  | 18,000              | 60,000                  | 78,000              |
|  | 22-656-899                  | Capital Outlay - Golf                   | -                   | 153,030                 |                     |
|  | Fund Balance                |   |                     | (869,848)               |                     |
| <b>Total Vehicle &amp; Equipment Fund</b>      | <b>\$ 841,000</b>           | <b>\$ -</b>                             | <b>\$ 1,557,818</b> |                         |                     |
| Information Technology Fund                    | 23-410-899                  | Capital Outlay - Admin                  | \$ -                | \$ 98,916               | \$ 98,916           |
|  | 23-525-899                  | Capital Outlay - Police                 | -                   | 124,678                 | 124,678             |
|  | Fund Balance                |   |                     | (223,594)               |                     |
|  | <b>Total Police Seizure</b> | <b>\$ -</b>                             | <b>\$ -</b>         | <b>\$ 223,594</b>       |                     |

Exhibit A

City of Freeport  
End of Year Budget Adjustment  
Fiscal Year 2023

| Department               | Account Number | Description                     | FY2022-2023<br>Original<br>Budget | FY2022-2023<br>1st Budget<br>Amendment | FY2022-2023<br>Amended<br>Budget |
|--------------------------|----------------|---------------------------------|-----------------------------------|--|----------------------------------|
| <b>Utility Fund</b>      |                |                                 |                                   |  |                                  |
| Revenue                  | 56-360-402     | Grant-CDBG-GLO                  | \$ -                              | \$ 11,336,988                          | \$ 11,336,988                    |
|                          | 56-575-413     | Professional Services           | 25,000                            | 798,705                                | 823,705                          |
|                          | 56-575-899     | Capital Outlay                  | -                                 | 11,336,988                             | 11,336,988                       |
|                          |                | Fund Balance                    |                                   | (798,705)                              |                                  |
|                          |                | <b>Total Utility Fund</b>       | <b>\$ -</b>                       | <b>\$ -</b>                            | <b>\$ 11,336,988</b>             |
| <b>2020 CO Bond Fund</b> |                |                                 |                                   |  |                                  |
|                          | 66-410-899     | Capital Outlay - Administration | -                                 | 907,687                                | 907,687                          |
|                          | 66-575-499     | Capital Outlay - Streets        | 2,368,643                         | 1,097,298                              | 3,465,941                        |
|                          | 66-578-899     | Capital Outlay - Museum         | -                                 | 375,000                                | 375,000                          |
|                          |                | Fund Balance                    |                                   | (2,379,986)                            |                                  |
|                          |                | <b>Total 2020 CO Bond Fund</b>  | <b>\$ 2,368,643</b>               | <b>\$ -</b>                            | <b>\$ 4,748,629</b>              |
| <b>2021 CO Bond Fund</b> |                |                                 |                                   |  |                                  |
|                          | 67-565-899     | Capital Outlay                  | -                                 | 4,434,160                              | 4,434,160                        |
|                          |                | Fund Balance                    |                                   | (4,434,160)                            |                                  |
|                          |                | <b>Total 2021 CO Bond Fund</b>  | <b>\$ -</b>                       | <b>\$ -</b>                            | <b>\$ 4,434,160</b>              |
| <b>TIRZ Fund</b>         |                |                                 |                                   |  |                                  |
|                          | 70-410-413     | Professional Services           | -                                 | 18,946                                 | 18,946                           |
|                          |                | Fund Balance                    |                                   | (18,946)                               |                                  |
|                          |                | <b>Total 2021 CO Bond Fund</b>  | <b>\$ -</b>                       | <b>\$ -</b>                            | <b>\$ 18,946</b>                 |

**ORDINANCE NO. 2022-2685**

**AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; MAKING CERTAIN FINDINGS AND CONTAINING CERTAIN PROVISIONS RELATING TO THE SUBJECT; PROVIDING A SEVERANCE CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, under Section 102.001(b) of the Local Government Code, because the City has a City Manager form of government, the City Manager is the budget officer of the City municipality and under Section 102.002 of said Code and Chapter 9 of said Charter, the City Manager is required to prepare a proposed annual budget for the municipality and, under Section 102.03(a) of said Code and Chapter 9 of said Charter, is required to file the same with the City Secretary before the 30th day before the date the governing body of the municipality makes its tax levy for the fiscal year; and,

WHEREAS, on August 1, 2022, the City Manager presented to the City Council a proposed budget of the expenditures of the City of Freeport for the fiscal year 2023 and the proposed budget was filed with the City Secretary and posted on the City website as required by Local Government Code Section 102.005; and

WHEREAS, pursuant to notice as required by Section 102.006 of the Local Government Code, on September 6, 2022, a public hearing on such budget was held in the Council Chambers, at which hearing all citizens and taxpayers of the City had the right to be present and to be heard, and those who requested to be heard were heard; and

WHEREAS, the budget for the 2022-2023 fiscal year of the City was approved by the City Council by Ordinance No. 2022-2674, read, passed and adopted on the 12th day of September, 2022.

WHEREAS, such Ordinance states that the budget for operations shall be administered as follows:

- a. The Council may transfer any unencumbered appropriation balance or portion thereof from one department, or fund to another, at any time;
- b. The City Manager shall have authority, without Council approval, to transfer appropriation balances from one expenditure account to another within a department;
- c. At any time in any fiscal year, the Council may, pursuant to Article XI, section 9.14 of the City Charter, make emergency appropriations to meet pressing need for public expenditure, for other than regular or recurring requirements, to protect the public health, safety or welfare. Such appropriation shall not be more than 5% of the total annual budget; however, the 5% may only be allocated under the condition the "undesigned" reserve/contingency funds may only be used with the specific consent of the City Council for unforeseen contingencies by the City Manager; and

WHEREAS, the City Council has considered the proposed budget amendment and has made such changes therein as in the City Council's judgment were warranted by law and were in the best interest of the citizens and taxpayers of the City.

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

Section 1. The facts and opinions in the preamble of this ordinance are true and correct.

Section 2. The existing Budget of the City of Freeport, Texas, for the fiscal year is hereby amended and revised as reflected in said Exhibit "A".

Section 3. All ordinances and resolutions, and parts of ordinances and resolutions in conflict herewith, are hereby repealed.

Section 4. It is hereby found and determined that the meeting at which this ordinance was passed was open to the public and that advance public notice of the time, place and purpose of said meeting was given as required by law.

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

PASSED AND ADOPTED this 5th day of December 2022.

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

ATTEST:

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

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
David Olson, City Attorney