



**AGENDA
REGULAR MEETING
FREEPORT CITY COUNCIL
MONDAY, APRIL 4, 2022 at 6:00 P.M.**

Mayor:
Brooks Bass

Council Members:
Jeff Pena
Jerry Cain
Mario Muraira
Troy Brimage

City Manager:
Timothy Kelty

THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, WILL MEET ON MONDAY, THE 4TH DAY OF APRIL, 2022, AT 6:00 P.M., AT THE FREEPORT, POLICE DEPARTMENT, MUNICIPAL COURT ROOM, 430 NORTH BRAZOSPORT BOULEVARD FREEPORT TEXAS

BECAUSE OF THE PUBLIC HEALTH THREAT, SEATING WILL BE POSITIONED TO MEET THE REQUIREMENTS OF THE CDC, AND ATTENDEES ARE ENCOURAGED TO WEAR A FACE MASK.

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

THE MEETING IS BEING HELD FOR THE FOLLOWING PURPOSES:

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

INVOCATION AND PLEDGE OF ALLEGIANCE: (Council Member)

CITIZENS' COMMENTS:

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

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

1. Presentation for the Texas Main Street Program. **(Strahan)**
2. Presentation to Chief Garivey in recognition of his receiving The BLUES Magazine's Lifetime Achievement Award.

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 Any item requiring additional discussion may be withdrawn from the Consent Agenda by the Mayor, Councilmember or City Manager, and acted upon separately.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 March 21, 2022. **(Wells)**
4. Consideration and possible action on approving Centerpoint GRIP Resolution No, 2022-2742. **(Kelty)**
5. Consideration and possible action on approving Ordinance 2022-2657 amending Ordinance 2021-2650 establishing specific procedures and deadlines for items to be placed on the City Council agenda. **(Kelty)**

COUNCIL BUSINESS – REGULAR SESSION:

6. **Public Hearing:** Consideration and possible action on approving Re-Plat Consideration and possible action on approving Re-Plat of GLC Subdivision Replat Of Lots 1 Thru 6 Block 81 of the Freeport Townsite As Recorded in Volume 2, Page 95 Of the Brazoria County Plat Records in The Stephen F. Austin Labor Abstract 31 City of Freeport Brazoria County, Texas February 2022. **(Roman)**
7. **Public Hearing:** Consideration and possible action on approving Re-Plat Consideration and possible action on approving Re-Plat of Jones Addition, A Subdivision of a 0.6520 Acre (Called 0.6480 Acre) Tract of Land Situated in the Guy M. Bryan Survey, Abstract No. 157 In Brazoria County, Texas, Being Known As Lot 30, In The J.R. Thurman Subdivision Recorded In Volume 6, Page 35, Of The Plat Records Of Brazoria County, Texas, Known As Tract I Together With Tracts II and III Conveyed to Robert L. Michie as Recorded In Volume 1438, Page 708, of the Deed Records of Brazoria County, Texas, Being Those Particular Tracts Known as Lot 29, in the J.R. Thurman Subdivision, As Recorded in Volume 6, Page 35, Of The Plat Records Of Brazoria County, Texas, A 40.0 Feet By 52.0 Feet Tract Conveyed To Robert L. & Barbara Michie In Deed Recorded In Volume 1570, Page 369, Of The Deed Records Of Brazoria County, Texas And A Called 40.0 Feet By 52.4 Feet Tract As Recorded In Volume 1570, Page 366, Of The Deed Records Of Brazoria County, Texas. **(Roman)**
8. Consideration and Possible Action on Ordinance No. 2022-2662 approving Amendment #3 to the FY 2021/2022 Budget. **(Ezell)**

9. Consideration and possible action to award bid, and approve Resolution No. 2022-2743 authorizing the Mayor to sign the contract for the Annual Fuel Contract with Petroleum Traders Corporation. **(Ezell)**
10. Consideration and possible action of awarding bid, and approve Resolution No. 2022-2744 authorizing the Mayor to sign the contract for Lift Stations 3, 4, and 14, to CFG Industries, LLC. **(Ezell)**

WORK SESSION:

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

CLOSED SESSION:

12. **JOINT EXECUTIVE SESSION – ECONOMIC DEVELOPMENT**

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

13. **CITY COUNCIL EXECUTIVE SESSION**

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

COUNCIL BUSINESS – REGULAR SESSION:

ADJOURNMENT:

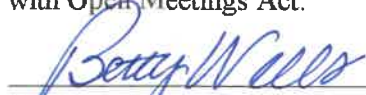
14. Adjourn.
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Items not necessarily discussed in the order they appear on the agenda. The Council at its discretion may take action on any or all of the items as listed. This notice is posted pursuant to the Texas Open Meeting Act. (Chapter 551, Government 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 2nd 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 # 1

Title: Texas Main Street Resource Team Presentation

Date: April 4, 2022

From: LeAnn Strahan, Museum Director/Main Street Coordinator

Staff Recommendation:

N/A

Item Summary:

The Texas Main Street Resource team is scheduled for our first in person visit from Monday, April 4th -Wednesday, April 6th. We will be meeting with several different groups within the community to conduct site visits and brainstorm ideas for economic development, Building and Code issues, and brainstorming ideas on short- and long-term revitalization plans for historic downtown.

The Texas Main Street Resource team requests an introduction to City Council and will provide a short program presentation for Council and the public.

Background Information:

In 2021 the Freeport Historical Commission & Main Street Advisory Board applied for re-certification into the Texas Main Street Program and was accepted in January 2022. This is the first of many coordinated efforts to develop our vision for downtown Freeport.

Special Considerations

N/A

Financial Impact:

N/A

Board or 3rd Party recommendation:

The Freeport Historical Commission & Main Street Advisory Board requests the support of City Council and other boards and commissions needed to support the future of the Main Street program.

Supporting Documentation:

Main Street Itinerary



**Texas Main Street Program
Resource Team Visit
4/4/22 - 4/6/22**

Monday, 4/4

- **1:30-2:30pm** **City Manager Meeting -Tim Kelty**
Freeport Historical Museum
311 E. Park Ave. (Nat Hickey Lane)
Freeport, TX 77541
- **2:30-4:30pm** **Downtown Walking Tour**
(from Museum)
- **4:30-5:30pm** **Break - Hotel check-in**
- **6:00-6:30pm** **Freeport City Council Meeting-Presentation**
430 N. Brazosport Blvd., Freeport, TX 77541

Dinner to follow - Sweet T's Diner
230 W. 2nd St., Freeport, TX



Tuesday, 4/5

- **9:30-10:30am Community Partners Meeting**
Meeting with local business owners, realtors, industry and educational leaders, historical/arts societies.
Freeport Historical Museum
- **11:00am-1:00pm Economic Development Luncheon**
Meeting with local chambers, FEDDC, financial institutions
Captain's Table Restaurant & Bar
3rd Floor - Bridge Harbor Yacht Club
411 Sailfish Ln., Freeport, TX 77541
- **1:30-2:30pm Building & Code Meeting**
Meeting with Fire Chief/Fire Marshal/Building Official
Freeport Historical Museum
- **2:30-5:00pm OPEN**
- **5:00-6:00pm Main Street 101 Board Training**
Freeport Historical Museum
- **6:00-6:45pm Dinner served on site - Talk About Good**
Freeport Historical Museum
- **7:00-8:00pm TMSP Brainstorming Session**
Freeport Historical Museum

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Monday, March 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
Councilman Troy Brimage

Staff: Tim Kelty, City Manager
Betty Wells, City Secretary
Cathy Ezell, Finance Director
Chris Duncan, City Attorney
Lance Petty, Public Works Director
Chris Motley, Fire Chief
Kacey Roman, Building Official
James Carter, Veolia
Ray Garivey, Freeport Police Chief
Clarisa Molina, Administrative Assistant
LeAnn Strahan, Destinations Director
Toby Cohen, Information Technology
Yvette Ruiz, Planning and Zoning Coordinator
James Carter, Veolia

Visitors:

Raven Wuebker	David McGinty
George Matamoras	James McDonald
Bob Casale	Stella Casale
Shonda Marshall	Lucy Ware
Aaron Ware	Nicole Mireles
Sam Reyna	Kenny Hayes
Con McCleaster	Diane McCleaster
Brent Bowles	Manning Rollerson
Sabrina Brimage	Kody Gordel
Ruth Rollerson	Ed Garcia
Eric Hayes	Jennifer Hawkins
George Hawkins	Pam Dancy
Mingo Marquez	Andrew Dill
Pam Tilley	Alma Kelty

Call to order.

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

Mayor Bass read the Notice to the Public:

NOTICE TO THE PUBLIC:

The City of Freeport issues this correction and clarification regarding the posted meeting agenda for the City Council meeting of March 7, 2022.

The City Council desired to conduct a review of the job performance of the City Manager in executive session of the March 7, 2022. In connection with this review, the City Council and City Manager requested the presence of numerous city employees in executive session. Although the employees were primarily invited into executive session to discuss what they heard and saw, it was possible that some information may relate to aspects of their job duties.

Employees have a right to know in advance that Council may ask questions related to their job duties. The focus of the inquiry by the City Council was only concerning the City Manager and not the identified employees. The City Council wants to provide notice to the public that identification of an employee in the posted agenda of March 7, 2022 should not be interpreted as an accusation or inquiry of misconduct of those employees.

INVOCATION AND PLEDGE OF ALLEGIANCE:

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

CITIZENS' COMMENTS:

Dr. Kody Gordel thanked the Mayor, City Manager and Fire Chief for attending the Grand Opening of the new Kennel/Boarding Facility that has opened. Mr. Gordel said they are booked through Spring Break, and are booking for summer now.

Mr. and Mrs. Casale spoke to council about the issues they continue to have at the property in Bridge Harbor. Mr. Casale said there was a rope for years, and for the last six years there has been a gate. He said the gate was removed by the city without permission. He said there are people that come and fish on his property, use his chairs out of his garage, steals his gas cans and breaks windows trying to break into the home. Mrs. Casale said, there were men sitting on their property fishing and drinking beer. She asked them to leave or she would be calling the PD. Mr. Casale said the PD suggested putting the gate back up. Mr. and Mrs. Casale said a "Dead in Street sign may help.

Sam Reyna, 2002 N. Ave G spoke to council about meeting with Ms. Roman for the repair to the Funeral Home. He said that he was replacing the toilet and the sink in the restroom. He said that Ms. Roman gave him a list of things that had to be done first. Mr. Reyna said this is no modifications. Ms. Roman requested a drawing and construction plans. He said all of this to just replace a toilet and a sink. Mr. Reyna said this is personal, it is not the health and welfare of the citizens. He said he has been trying to get this permit since October.

Manning Rollerson spoke to council he said he joined the service in 1979 and defended our country. He said he was brought to Freeport in 1965. Mr. Rollerson said the New Jerusalem helped get him back to his grandmother with the rest of the grandkids. He said his family was beaten in 2005, and his mother in 2010. He said everything that happened in Freeport started in 1943. And it still continues today in 2022. He said decisions are being made tonight, and he hopes that there are no kind to ties to the Port Freeport.

George Matamoras, 1722 North Ave O spoke to council of his concern of one person persuading other council to fire our City Manager. He said we have lost good City Managers in the past for this same reason. He spoke of former City Manager's Ron Bottoms and Gary Beverly. He said Mr. Beverly moved to Clute and did good things for that City. Mr. Matamoras said he believes the City of Freeport is going to go through repeating history for the third time, because we don't learn from our mistakes. He said Mr. Kelty is doing a good job for our City. Mr. Matamoras said the City of Freeport needs to remove this council member by all legal means necessary. He said this one member is causing division on City Council, City Management Staff, but he is also causing division with the EDC. Mr. Matamoras said the last EDC Meeting he watched, this member accuses an EDC Board Member of interfering with a project that he helped spearhead. Mr. Matamoras spoke of removing this cancer from the EDC Board. He spoke of the closed session of removing the City Attorney. He said the exchange at the last meeting between the Mayor and the City Attorney was a horrible look to the city.

Pam Tilley spoke to council, of the East End of Freeport. She said we are still with the people of the East End, their issues and the rights of the citizens. Ms. Tilley spoke of the event that was held at the Freeport Museum. She said it was a good thing to see. She said there is special interest in the buildings in the East End. Ms. Tilley said the Guardian Article will be coming out in the next week. Ms. Tilley spoke of the historical property at 401 & 407 East 6th Street. Ms. Tilley said there is interest in not just these buildings but a lot of buildings. She said that Evan Thompson will be coming down to see these buildings. The barber shop is one as well.

Pam Dancy Front Street spoke of the Marina building and how it could not be used because it was too close to the bridge. She said she does not understand why someone cannot replace their toilet and sink. She said this is petty. She said she would just change it, and not get the city involved. She said there is a lot of animosity in this room. She said everyone here on council was voted in by the citizens of Freeport. She said there was a Councilman that made fun of her. And she has not received an apology. She said council needs to shake hands and move forward, and make amends.

PRESENTATION/ANNOUNCEMENTS:

Presentation of Employee of the Month for the month of February 2022.

City Manager presented the Employee of the Month to Holden Ezell for the month of February 2022.

Mr. Kelty and Mayor Bass commended all of the employees for the help in the move of City Hall Offices to the 3rd Floor.

CONSENT AGENDA:

Consideration and possible action on the approval of City Council meeting minutes from March 3, 2022 and March 7, 2022

Consideration and possible action on the approval of street closures for Barcadia Easter Egg Hunt on April 17, 2022

Consideration and possible action on the approval of street closures, for Barcadia 2nd Annual Downtown Freeport Bike Fest & Car Show, on May 14, 2022.

Consideration and possible action on the approval of street closures, for the Cinco De Mayo Festival.

On a motion by Councilman Brimage, seconded by Councilman Cain. With a 4-1 vote, Council approved the Consent Agenda. Councilman Pena voted “Ney”

COUNCIL REGULAR AGENDA:

Planning and Zoning Commission opened their meeting with a quorum at 6:41 PM.

Joint Public Hearing was open by City Council and Planning and Zoning Commission at 6:42 PM

Public Hearing: Joint Public Hearing with Planning and Zoning Commission and City of Freeport City Council, to consider an amendment to the City of Freeport Zoning Ordinance. Proposed revisions to Section 155.403 of the City Code regarding Fences and Walls.

Ms. Roman presented to council an amendment to the City of Freeport Zoning Ordinance. The revisions to Section 155.403 of the City Code regarding Fences and Walls from 6- feet to 7-feet. She said there have been numerous requests to change this. She said this is only for residential.

Councilman Brimage asked if we know what our surrounding cities require? Ms. Roman said she believes that Lake Jacksons is 7 ½ feet. Councilman Brimage said that while we are doing this, we should raise it to 8 feet. He said he has talked with a lot of people, and this should be considered.

Eric Hayes says he agrees with the 8 feet as well.

Andrew Dill asked if it matters for the material of the fence? Picket or Chain Link.

Mayor Bass asked if this is 8 feet from the ground to the top? Ms. Roman said from the natural grade to the top of the fence.

Pam Dancy asked about the property on the levee, she said some land is not straight, will this be measured above 8 foot.

Councilman Pena asked what the commercial height is for fences? Ms. Roman said it is 8 foot. Councilman Pena asked if this is for chain link, picket, or steel post fence? Ms. Roman said yes. Councilman Pena asked if a citizen wants to extend this fence, will they be able to. Ms. Roman said yes.

Public Hearing was closed by City Council at 6:48 PM.

The Planning and Zoning commission voted to recommend that council amend the Zoning Ordinance to allow for 8-foot fences in residential areas.

A motion was made by Councilman Brimage to amend the Zoning Ordinance to reflect the allowance for 8-foot fence in Residential areas, and seconded by Councilman Pena. Discussion followed.

City Manager Tim Kelty said this amends Ordinance 2022-2661 Sections 155.403, 5a, 5c, and 5d, to 8-foot.

Mayor Bass called the motion to a vote. With all present voting “Aye” 5-0 vote, Council unanimously approved the amendment to the City of Freeport Zoning Ordinance revisions to Section 155.403 of the City Code regarding Fences and Walls.

Consideration and possible action on Resolution 2022-2741, authorizing the sale of Levy property to Lucy Ware, owner of adjacent property located at 2 North Front Street.

Consideration and possible actions to approve Ordinance No. 2022-2660, closing and abandoning the remaining Division Street right of way between Front Street and the Brazos River and authorizing the sale of said property to Lucy Ware, owner of adjacent property located at 2 North Front Street.

Lucy Ware spoke to council about the Levee property and Division Street ROW she is wanting to purchase from the city. She said that she is wanting to build a house in Freeport. She said she cannot build on the Division Street ROW. Ms. Ware said she has been told that some properties have been given away. Ms. Ware has made an offer of \$15,000 for Division Street and the Water Front properties.

Councilman Brimage recused himself from this vote.

City Manager Tim Kelty suggested that this was appropriate to be discussed in Executive Session under Deliberations on Real Property.

Melanie Oldham 522 West 5, said she thinks the \$23,000 is more than fair for the levee property.

Ed Garcia 1924 North Ave G is in favor of selling both properties to Ms. Ware.

Pam Dancy Front Street, agrees that Ms. Ware should get a fair price for the property.

Councilman Muraira made a motion to sell the Levee Property, and the remaining Division Street ROW between Front Street and the Brazos River to Ms. Ware for \$15,000. Seconded by Councilman Cain. With discussion that followed.

Mr. Kelty pointed out that the agenda included a resolution for the levee property and an Ordinance for the Division street property with amounts to be listed in each.

Councilman Muraira amended his motion to approve Resolution No. 2022-2741 authorizing the sale of the Levee Property for \$7500, and the approval of Ordinance No. 2022-2660 closing and abandoning the remaining Division Street ROW, between Front Street and the Brazos River for \$7500 to Ms. Ware for a total of \$15,000. Seconded by Councilman Cain. With discussion that followed.

Mr. Kelty said he believes the Division Street ROW property, even with the easement, is developable by itself.

Mayor Bass asked who will be responsible to maintain the easement? Mr. Kelty said the property owner.

Councilman Pena said that he would also like to go into Executive Session. He said he does not think there is enough information to decide. Councilman Pena said he is not in favor of giving away property. He said we do not need to repeat history.

Councilman Brimage said he just wants to clarify, that he has never obtained any levee property without an appraisal, and paying the appraisal price for that property. He said he has never received levee property for free. He said this is for the record only.

Ms. Ware said she wants the documents for all the property that was purchased, and she will be sending in a request for this. She said she will be paying a large amount in taxes to the city, because this is not a homestead.

Mayor Bass moved item numbers 7 & 8 to Executive Session

Consideration and possible action approving the purchase of Police Radios through the Houston Galveston Area Council (HGAC) Cooperative Purchasing Contract RA05-21.

Finance Director Cathy Ezell presented to council the action approving the purchase of Police Radios through the Houston Galveston Area Council (HGAC) Cooperative Purchasing Contract RA05-21. She said that David Fernandez came through and got a grant for the Police Radios. She said the total cost to the city is \$67.35.

Mayor Bass asked Chief Garivey if these radios tied in with the County and other Municipalities? Chief Garivey said, yes sir.

On a motion by Councilman Pena to approve the purchase of Police Radios through the Houston Galveston Area Council (HGAC) Cooperative Purchasing Contract RA05-21, seconded by Councilman Cain. With all present voting "Aye" 5-0 vote, Council unanimously approved the purchase of Police Radios through the Houston Galveston Area Council (HGAC) Cooperative Purchasing Contract RA05-21.

Councilman Pena said that he would like to donate the \$67.35 from his check he receives from the city, to cover the cost of the radios.

Consideration and possible action approving the purchase of two mowers for the Freeport Municipal Golf Course.

Finance Director Cathy Ezell presented to council the possible action of approving the purchase of a Fairway Mower for the Freeport Municipal Golf Course. She said this is a budgeted item, but it is over \$50,000 so it must come before council for approval.

Mayor Bass asked if Mr. Dybala will be keeping his other mower until next year? What is the budget for the mower? Ms. Ezell said this is budgeted. Mayor Bass said Brian Dybala, and his crew at the Golf Course is doing a wonderful job.

On a motion by Councilman Brimage to approve the purchase of a Fairway Mower for the Freeport Municipal Golf Course, seconded by Councilman Cain. With all present voting "Aye" 5-0 vote, Council unanimously approved the purchase of the Fairway Mower.

Consideration and possible action for the approval of Purchase of Code Software.

Finance Director Cathy Ezell presented the approval of Purchase of CitizenServe Code Software. She said this software will enable them to do Code Enforcement, Rental Inspections, and Building Inspections. Ms. Ezell said this is budgeted. It is through CoOp program; the purchase is \$59,000 so it must be brought to council for approval.

Mayor Bass asked if this will allow citizens to look online as well? Ms. Roman said this program will provide customers a lot of interaction.

Mayor Bass asked what program are we currently using? Ms. Roman said GovQA.

Councilman Muraira asked if this is what we voted on last year? Mr. Kelty said no.

Mayor Bass asked may citizens leave comments and ask questions? Ms. Roman said yes. Mayor Bass asked if Mr. Kelty and council can check and see reports? Ms. Roman said yes.

Councilman Cain asked with the CitizenServe, if he was to apply for a permit would he be able to log on and see where the process is on the permit? Ms. Roman said yes, and there are reminders also.

On a motion by Councilman Cain, seconded by Councilman Brimage. With all present voting "Aye" 5-0 vote, Council unanimously approved the Purchase of CitizenServe Code Software.

WORK SESSION:

Mayor Bass told Mr. Casale that we need to get to the bottom of the issues with his property. Mayor Bass said we will get with Mr. Duncan to see if there is a way to fix this. Mayor Bass said you need to at least get your gate back. Mayor Bass spoke about the event held at the museum "Enduring the East End" with Ms. Lloyd, it was amazing.

Councilman Pena said that he will be giving Mr. Casale a call. Councilman Pena said he tries to make sure transparency is served. He said that he voted "Ney" is the Consent Agenda, because he wanted a couple things to be clarified. He asked for clarification of the date on the Cinco De Mayo Event. Mr. Kelty said the date will be on May 5, 2022 from 5PM-8PM. Councilman Pena also stated that in the Meeting Minutes, his comment that he made at the end of Executive Session was not included in the minutes. The comment "The Council was not unanimous in the conclusion in the terms of the review of Mr. Kelty, and we will continue the transparency to the citizens". Councilman Pena said that he takes all the citizens comments to heart. He said please reach out to him with any issues. He said he will be more that happy to explain his views. Councilman Pena commented on Ms. Tilley's comment of a lot of pain and suffering in this room. He said he is sensitive to the pain and suffering in the East End. He said to Ms. Tilley "take this serious, council is working to save the East End". Councilman Pena spoke about the request of the water front properties, that he and Councilman Muraira had asked for at the last meeting. He said he would like to look at the property that Ms. Ware requested in her request to the City. He has concerns that there is an evaluation on the City Attorney tonight. He said we had an evaluation a couple weeks ago of City Manager. He said the City Attorney has a legal obligation to notify the city of any risk or liabilities. He said the items that were brought up in the last meeting were legit. He said in his opinion the review on Mr. Kelty was not to completion, and there is much more to address. Councilman Pena said we did receive a letter from Mr. Kelty, requesting Chief Garivey to suspend Councilman Brimage from the Reserve Officer Position. Councilman Pena said he has a copy of the email if anyone would like a copy of it.

Councilman Cain said Waste Management has dumpsters on the levee by the boat ramp, do we know when these will be picked up? Mr. Kelty said AmeriWaste is picking up the cans, takes them to this location, and Waste Management is picking them up. Councilman Cain said he knows that the street repair is already planned out, but the alley in the 1700 Block of 8th and 9th Street needs to be patched. He said there are some pretty big potholes. Mr. Petty said this will be June/July to start, but we can put some material to smooth it out until the County can get down there.

Councilman Muraira asked Mr. Kelty when the work will begin for the Grant that was received for North Ave H, sewer line. Mr. Kelty said that is going out for bid this week, we will be opening the bids in early April. Councilman Muraira asked about the budget for the streets for next year, he said he would like to see more done on North Ave G. Councilman Muraira said there are complaints on the 1700 Block of West 5, he said it is a cul-de-sac. Residents are wanting this to be opened up to go all the way through to Yaupon. There are mailboxes all in one spot, and garbage cans all piled in the center. He said he would like to try and adjust for next year.

Councilman Brimage thanked Chief Motley and his crew for their help with his mom. He said his mom fell in a ditch, she has a fractured wrist, sore hip, and a fractured ankle. She felt safe and secure, with the EMS Team. Councilman Brimage said he wants to bring up the positive things in the City. He said the new vet clinic, he thanked Dr. Gordel for having the confidence in the City of Freeport to open this up here. He spoke of the new Texas Gulf Bank, it is beautiful and a huge investment in the City. He spoke of the Paddle Board Rental with activities for the kids. Councilman Brimage said kudos to the EDC. Councilman Brimage said Outriggers on the Brazos. He said it is good to see people coming to Freeport to open up businesses. He said the Hotel is coming along nice, and this is huge for our City. He said the new Beverage Store coming to Freeport is huge for our City. He said these are just a few of the great things coming to Freeport, as a Councilman I love to see this stuff. He thanked the City Manager and City Staff and said to keep up the good work.

Tim Kelty asked that Council look at the first few pages of the Director Reports, he said this was put together with the help of Mr. Petty and Ms. Ezell. It outlines the status of all the various projects that are happening in the City. Mr. Kelty said that we did get the City Hall remediation recommendation and this has been sent to the Architect. He said hopefully, we will be going out for bid soon on the City Hall renovation.

Mayor Bass asked for the timeline on the generator for the Police Department. Ms. Ezell said we have a bid and we have paid our portion of the grant, she said our portion is \$19,000. She said there are some improvements that have to be done at the PD to get the generator installed. She said the generator has been ordered. Ms. Ezell said she has applied for grants for generators for four buildings, and for three different lift stations. Councilman Cain asked if these are permeant. Ms. Ezell said yes. Mayor Bass asked if they run off natural gas or diesel. Ms. Ezell said both.

Councilman Muraira asked that Mr. Kelty send him a more specific list of sidewalks, he said the one he got is very broad. Mr. Kelty said he will get with him.

Councilman Pena asked about the light update on 1st, 2nd, Broad, 4th and 5th Streets. Mr. Kelty said all new lights have been installed but for some reason were not energized. Mr. Kelty said this has been fixed. Councilman Pena said he has an updated list for Mr. Kelty. Councilman Pena asked about the lighting behind Barcadia. He said it is dark, are there any plans to get this lit up? He asked if we can put some of the Centerpoint lights back there? Councilman Pena said the lighting from 1495 and East Park is very poor. He said that he has asked the renters/owners in Downtown to turn their lights on in the evenings. Councilman Pena said the sidewalk at 2nd and Oak and Cherry he has been asking for this to be repaired and he is wondering if this is on the list for repair. Councilman Pena said the alley's in the downtown area is having buildings that flood every time it storms. He said the alleys that need to be addressed are, the alley behind Barcadia, and behind the TiKi Bar. He said these alleys need a lot of love and attention. He wants to make sure these stay on the schedule. Councilman Pena asked when the new road construction will start? Mr. Petty said between June/August. Councilman Pena asked when the driftwood would be removed from the Beach Entry? He said that he would like to see this done soon. Councilman Pena asked if there was any testing done on the 3rd floor of City Hall? He asked if this is a

clean space for the employees? Mr. Kelty said he has no concern of mold on this floor. Councilman Pena said there is no negative effects? Mr. Kelty said no. Councilman Pena asked when the Walking Trail will be complete? Mr. Petty said 90 days from the date of the signed contract. The notice to proceed was issued last week. Councilman Pena asked if legal looked at this contract? Mr. Petty said yes. Councilman Pena asked Ms. Roman what would happen if someone did not contact the city before performing work? Ms. Roman said it could be red tagged, and a citation could be issued. Ms. Roman said the issue with Mr. Reyna's job is more than just a toilet and sink. She said he is converting a garage into a Chapple.

Ms. Dancy said that City Hall is selling the large black garbage bags.

Mayor Bass said TXDOT sent a notice that the 1495 Bridge Construction will start in Spring of 2022 and the phase is until 2024. He said that council will work with them, as best as we can.

Update on reports / concerns from Department heads

CLOSED SESSION:

Open session was closed at 8:24 pm and Council entered into Executive Session.

Executive Session regarding a.) (Potential Litigation) consultation with city attorney b.) (Deliberations about Real Property), East End, and Brazos Cove, d.) (Economic Development) Project 2022-C in accordance with Government Code Annotated, Chapter 551, Sections 551.071, 551.072, 551.087

Executive session was closed at 9:20 pm, and entered back into Open Session.

Councilman Muraira rescinded his motion on numbers 7 & 8 in regards to \$7500 for the Levee Property and \$7500 for the Division Street ROW Property. Councilman Cain accepted the rescinding.

Adjourn

On a motion by Councilman Brimage, seconded by Councilman Cain, with all present voting "Aye", Mayor Bass adjourned the meeting at 9:20 PM.

Mayor, Brooks Bass
City of Freeport, Texas

City Secretary, Betty Wells
City of Freeport, Texas



City Council Agenda Item # 4

Title: Consideration and possible action on a resolution suspending Centerpoint Energy Resources Corp, Texas Coast Division's, proposed effective date for forty-five days, and authorizing the city's continued participation in the Texas Coast Utilities Coalition (TCUC).

Date: April 4, 2022

From: Tim Kelty, City Manager

Staff Recommendation:

Staff recommends approval of the Resolution and 45-day suspension of effective date of Centerpoint rate increase to allow TCUC to evaluate the proposed increase.

Item Summary:

ALLIANCE OF CENTERPOINT MUNICIPALITIES

The City is a member of the Texas Coast Utilities Coalition ("TCUC") of cities. TCUC was organized by a number of municipalities served by CenterPoint Energy Resources Corp., Houston and Texas Coast Divisions ("CenterPoint") and has been represented by the law firm of Herrera Law & Associates, PLLC (through Mr. Alfred R. Herrera) to assist in reviewing applications to change rates submitted by CenterPoint.

"GRIP" RATE APPLICATION

Under section 104.301 of the Gas Utility Regulatory Act (GURA), a gas utility is allowed to request increases in its rates to recover a return on investments it makes between rate cases. This section of GURA is commonly referred to as the "GRIP" statute, that is, the "Gas Reliability Infrastructure Program," and is also referred to as an "Interim,Rate Adjustment" ("IRA").

The Supreme Court of Texas concluded that a filing made under the GRIP statute permitted gas utilities the opportunity to recover return on capital expenditures made during the interim period between rate cases by applying for interim rate adjustment and that proceedings under the GRIP statute did not contemplate either adjudicative hearings or substantive review of utilities' filings for interim rate adjustments. Instead, the Court concluded, the GRIP statute provides for a *ministerial* review of the utility's filings to ensure compliance with the GRIP statute and the Railroad Commission's rules, and that it is within the Railroad Commission's authority to preclude cities from intervening and obtaining a hearing before the Railroad Commission. The Court's

opinion has severely limited a city’s ability to perform a meaningful review of a gas-utility’s GRIP filing.

CENTERPOINT’S “GRIP” APPLICATION

On about March 3, 2021 CenterPoint filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program (“GRIP”) (Gas Utility Regulatory Act, § 104.301) and proposed an effective date of May 2, 2022, for its increase in rates. CenterPoint’s application if approved by the Commission will result in an increase in the monthly customer charges as shown below:

Rate Schedule	Current Customer Charge	Proposed 2022 Interim Rate Adjustment	Adjusted Charge	Increase Per Bill
R-2096-I-GRIP 2022; R-2096-U-GRIP 2022 Residential	\$18.62 per customer per month	\$1.32 per customer per month	\$19.94 per customer per month	\$1.32 per customer per month
GSS-2096-I-GRIP 2022; GSS-2096-U-GRIP 2022 General Service Small	\$22.81 per customer per month	\$2.12 per customer per month	\$24.93 per customer per month	\$2.12 per customer per month
GSLV-627-I-GRIP 2022; GSLV-627-U-GRIP 2022 General Service Large Volume	\$295.14 per customer per month	\$70.32 per customer per month	\$365.46 per customer per month	\$70.32 per customer per month

CenterPoint’s proposed increase results in the following percentage increases in *base rates* in an average customer’s bill. “Base rates” recover those elements of CenterPoint’s costs over which it has direct control, which *excludes* the cost of gas:

Residential Customer: 6.4% increase in average customer’s bill
 Commercial Customer: 7.0% increase in average customer’s bill
 General Service – Large Volume: 15.1% increase in average customer’s bill

Including the cost of gas, CenterPoint’s proposed increase results in the following percentage increases in an average customer’s bill:

Residential Customer: 2.9% increase in average customer’s bill
 Commercial Customer: 1.6% increase in average customer’s bill
 General Service – Large Volume: 3.4% increase in average customer’s bill

REVIEW AND ACTION RECOMMENDED

Although the City's ability to review and effectuate a change in CenterPoint's requested increase is limited, the City should exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries, including increases requested under the GRIP statute to ensure compliance with the requirements of that law. This includes whether CenterPoint's current rates produce a rate of return in excess of its authorized rate of return.

To exercise its due diligence, it is necessary to suspend CenterPoint's proposed effective date of May 2, 2021, for forty-five days to June 16, 2022, so that the City can evaluate whether the data and calculations in CenterPoint's rate application are correctly done.

Therefore, TCUC's Special Counsel, the law firm of Herrera Law & Associates, PLLC (through Alfred R. Herrera) recommends that the City adopt a resolution suspending CenterPoint's proposed effective date for 45 days. Assuming a proposed effective date of May 2, 2021, CenterPoint's proposed effective date is suspended until June 16, 2021.

Board or 3rd Party recommendation: Alfred Herrera, the Attorney for the TCUC, the coalition that the city is part of, is requesting this resolution

Financial Impact: This rate increase represents a 6.4% increase for residential, 7% increase for small commercial and 15.1% increase for larger commercial and general service customers.

Supporting Documentation: Resolution.

RESOLUTION NO. 2022-2742

A RESOLUTION BY THE CITY OF FREEPORT, TEXAS, ("CITY") REGARDING THE APPLICATION OF CENTERPOINT ENERGY RESOURCES CORP., TEXAS COAST DIVISION, TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM; SUSPENDING CENTERPOINT'S PROPOSED EFFECTIVE DATE FOR FORTY-FIVE DAYS; AUTHORIZING THE CITY'S CONTINUED PARTICIPATION IN A COALITION OF CITIES KNOWN AS THE "TEXAS COAST UTILITIES COALITION" OF CITIES; DETERMINING THAT THE MEETING AT WHICH THE RESOLUTION WAS ADOPTED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS: on or about March 3, 2021 CenterPoint Energy Resources Corp., Texas Coast Division ("CenterPoint") filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program ("GRIP"), resulting in a requested increase in the monthly customer charges as shown in the table below:

Rate Schedule	Current Customer Charge	Proposed 2022 Interim Rate Adjustment	Adjusted Charge	Increase Per Bill
R-2096-I-GRIP 2022; R-2096-U-GRIP 2022 Residential	\$18.62 per customer per month	\$1.32 per customer per month	\$19.94 per customer per month	\$1.32 per customer per month
GSS-2096-I-GRIP 2022; GSS-2096-U-GRIP 2022 General Service Small	\$22.81 per customer per month	\$2.12 per customer per month	\$24.93 per customer per month	\$2.12 per customer per month
GSLV-627-I-GRIP 2022; GSLV-627-U-GRIP 2022 General Service Large Volume	\$295.14 per customer per month	\$70.32 per customer per month	\$365.46 per customer per month	\$70.32 per customer per month

and

WHEREAS: The City has a responsibility to exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries; and

WHEREAS: The application to increase rates by CenterPoint is complex; and

WHEREAS: It is necessary to suspend CenterPoint's proposed effective date of May 2, 2022, for its increase in rates for forty-five days so that the City can assure itself that the data and calculations in CenterPoint's rate application are in accordance with the Section 104.301 of the Gas Utility Regulatory Act; and

WHEREAS: The effective date proposed by CenterPoint is May 2, 2021 but a suspension by the City will mean that the rate increase cannot go into effect prior to June 16, 2021.

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

Section 1. That the statements and findings set out in the preamble to this resolution are hereby in all things approved and adopted.

Section 2. The City suspends the requested effective date by CenterPoint for forty-five days pursuant to the authority granted the City under Section 104.301 of the Texas Utilities Code. The City finds that additional time is needed in order to review the data and calculations that provide the basis for the rate increase application.

Section 3. The City shall continue its participation with other cities that are part of a coalition of cities known as the Texas Coast Utilities Coalition (“TCUC”) of cities.

Section 4. The City authorizes the law firm of Herrera Law & Associates, PLLC, to act on its behalf in connection with CenterPoint’s application to increase rates.

Section 5. To the extent allowed by law, CenterPoint is ordered to pay the City's reasonable rate case expenses incurred in response to CenterPoint’s rate increase application within 30 days of receipt of invoices for such expenses.

Section 6. The meeting at which this resolution was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 7. This resolution shall be effective immediately upon passage.

PASSED AND APPROVED this _____ day of _____ 2022.

Brooks Bass, MAYOR

ATTEST:

Betty Wells, CITY SECRETARY



City Council Agenda Item # 5

Title: Consideration and possible action on an Ordinance 2022-2657 an Ordinance amending Ordinance 2021-2650 establishing specific procedures and deadlines for items to be placed on the City council Agenda.

Date: April 4, 2022

From: Tim Kelty, City Manager

Staff Recommendation:

Staff recommends the approval of this ordinance.

Item Summary:

At the January 24th City Council meeting a motion was made, seconded and adopted to amend Ordinance 2021-2650 establishing specific procedures and deadlines for items to be placed on the City Council Agenda.

The motion specifically was: "to approve Ordinance No. 2022-2657 setting Agenda Procedures for Special Meetings, to require special meeting requests by Councilmember be received 96 hours prior to the Special Meeting, and that whatever language request is made it will not be manipulated, and will appear in Open and/or Closed Session."

Following the meeting, City attorney, Chris Duncan prepared the attached agreement and sent it to the City for the Mayor's signature on February 18th.

According to the City Charter in Section 3.11 Procedures for Passing Ordinances: Every Ordinance shall be introduced in written or printed form and upon passage shall take effect at the time indicated therein.

While City staff and City Council have been following precepts of this ordinance, this agenda item is being brought forward in consent to correct the oversight by presenting the ordinance in written form for formal adoption.

Background Information: None

Special Consideration: None

Financial Impact: N/A

Supporting Documentation: Ordinance as drafted by Mr. Duncan, Relevant page from City Charter

ORDINANCE NO. 2022-2657

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE: AMENDING ORDINANCE 2021-2650 ESTABLISHING SPECIFIC PROCEDURES AND DEADLINES FOR ITEMS TO BE PLACED ON THE CITY COUNCIL AGENDA; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY UPON SUCCESSFUL PASSAGE AND EXECUTION BY THE MAYOR AND CITY CLERK.

WHEREAS, the City Council desires to insure equal access by each and every Council member to bring items for consideration to the City Council as a whole; and

WHEREAS, the City Council recognizes that city staff must gather information, draft proposed resolutions and ordinances, and organize documents for each agenda item, and adequate time should be provided for city staff to perform those functions; and

WHEREAS, the City Council seeks to amend and modify Ordinance 2021-2650; and

WHEREAS, the City Council of the City of Freeport, Texas, has determined and does here now declare that the adoption of this ordinance is necessary to the fair and orderly administration of its constitutional and statutory powers as a home-rule municipality.

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

First, the City Council specifically finds that all items contained in the preamble above are true and correct.

Second, the City Council adopts the following rules, procedures and deadlines for items requested by one or more council member to be placed on the City Council Agenda:

1. Any request made by the Mayor, the City Manager or two (2) council members for an item to be placed on the agenda of a REGULAR council meeting, must be made in writing, to the City Manager, on or before noon (12:00 p.m.) on the Tuesday prior to the meeting.
2. Any request made by the Mayor, the City Manager or two (2) council members for an item to be placed on the agenda of a SPECIAL council meeting, must be made in writing, to the City Manager, at least 96 hours prior to the meeting.
3. The City Manager shall place the requested item on the agenda as requested within the time-frame above.
4. The City Manager shall place the requested item in open session or executive session as requested and shall use the exact language as requested.

5. The City Manager and city staff shall contact the requesting council member(s) should they have any questions or require more information to prepare the necessary documents for the item prior to the posting deadline.
5. The City Manager shall be responsible to have all necessary resolutions, ordinances, supporting documentation prepare and in the city council packets delivered to council members on the day the agenda is posted and, if he chooses, he may prepare a council memorandum with his recommendation regarding the requested action.
6. The Council may table any agenda item upon motion and majority vote during the open session of the council meeting of which the item is on the agenda.

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

Fourth, this ordinance shall take effect immediately upon its passage and execution by the Mayor and the City Clerk.

Fifth, the City Council specifically finds and determines that the meeting at which this ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ, PASSED AND ADOPTED this 4th day of April, 2022

Brooks Bass, Mayor

ATTEST:

Betty Wells, City Secretary

APPROVED AS TO FORM ONLY:

Christopher Duncan, City Attorney

SECTION 3.11. PROCEDURE FOR PASSING OF ORDINANCES.

Every ordinance shall be introduced in written or printed form and upon passage, shall take effect at the time indicated therein; provided that any ordinance imposing a penalty, fine or forfeiture for a violation of its provisions shall become effective not less than ten days from the date of its passage; subject to the provisions of Article 7 of this Charter. The clerk shall give notice of the passage of every ordinance imposing a penalty, fine or forfeiture for a violation of the provisions thereof, by causing the caption or title, including the penalty of any such ordinance to be published in the official newspaper of the City of Freeport at least twice within ten days after the passage of said ordinance. He shall note on every ordinance, the caption of which is hereby required to be published, and on the record thereof, the fact that same has been published as required by the Charter, and the date of such publication, which shall be prima facie evidence of the legal publication and promulgation of such ordinance; provided, that the provisions of this section shall not apply to the correction, amendment, revision and codification of the ordinances of the City for publication in book or pamphlet form. Except as otherwise provided by Article 7 of this Charter, it shall not be necessary to the validity of any ordinance that it shall be read more than one time or considered at more than one session of the City Council. Every ordinance shall be authenticated by the signature of the mayor and city clerk and shall be systematically recorded and indexed in an ordinance book in a manner approved by the Council. It shall only be necessary to record the caption or title of ordinances in the minutes or journal of council meetings. The City Council shall have power to cause the ordinances of the City to be corrected, amended, revised, codified and printed in code form as often as the Council deems advisable, and such printed code, when adopted by the Council, shall be in full force and effect without the necessity of publishing the same or any part thereof in a newspaper. Such printed code shall be admitted in evidence in all courts and places without further proof.

Cross-reference:

Amendments to code of ordinances, see § 10.17 of this code

SECTION 3.12. OFFICIAL BONDS FOR CITY EMPLOYEES.

The City Manager and the City Secretary and such other City officers and employees as the City Council may require, shall, before entering upon the duties of their offices, enter into a good and sufficient fidelity bond in a sum to be determined by the City Council, payable to the City of Freeport and conditioned upon the faithful discharge of the duties of such persons and upon the faithful accounting for all monies, credit, and things of value coming into the hands of such persons, and such bonds shall be signed as surety by some company authorized to do business under the laws of the State of Texas, and the premium on such bonds shall be paid by the City of Freeport, and such bonds must be acceptable to the City Council.

SECTION 3.13. INVESTIGATION BY THE CITY COUNCIL.

The City Council shall have power to inquire into the conduct of any office, department, agency, officer or employee of the City and to make investigations as to municipal affairs, and for that purpose may subpoena witnesses, administer oaths, and compel the production of books, papers, and other evidence. Failure to obey such subpoena or to produce books, papers or other evidence as ordered under the provisions of this section shall constitute a misdemeanor and shall be punishable by fine not to exceed five hundred (\$500.00) dollars.
(Amendment adopted by electorate 5-24-04)

SECTION 3.14. AUDIT AND EXAMINATION OF CITY BOOKS AND ACCOUNTS.

City Council shall, as soon as feasible, after the close of the fiscal year, select a Certified Public Accountant for the purpose of performing a complete audit of all books, records and accounting systems being used by the City. It shall be the duty of such Certified Public Accountant to perform two (2) spot, partial audits during the fiscal year, all work to commence on an unannounced basis by such



City Council Agenda Item # 6

Title: Discuss and Take Action regarding Replat of Glc Subdivision Replat Of Lots 1 Thru 6 Block 81 Of The Freeport Townsite As Recorded In Volume 2, Page 95 Of The Brazoria County Plat Records In The Stephen F. Austin Labor Abstract 31 City Of Freeport Brazoria County, Texas February 2022

Date: April 4, 2022

From: Kacey Roman, Director of Building and Code

Staff Recommendation:

Recommend to approve replat.

Item Summary:

Replat of entire 600 Block of W 1st Street.

Background Information:

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

The current zone is C2, and the owner will be requesting a re-zone to WR.

Special Considerations:

None.

Financial Impact:

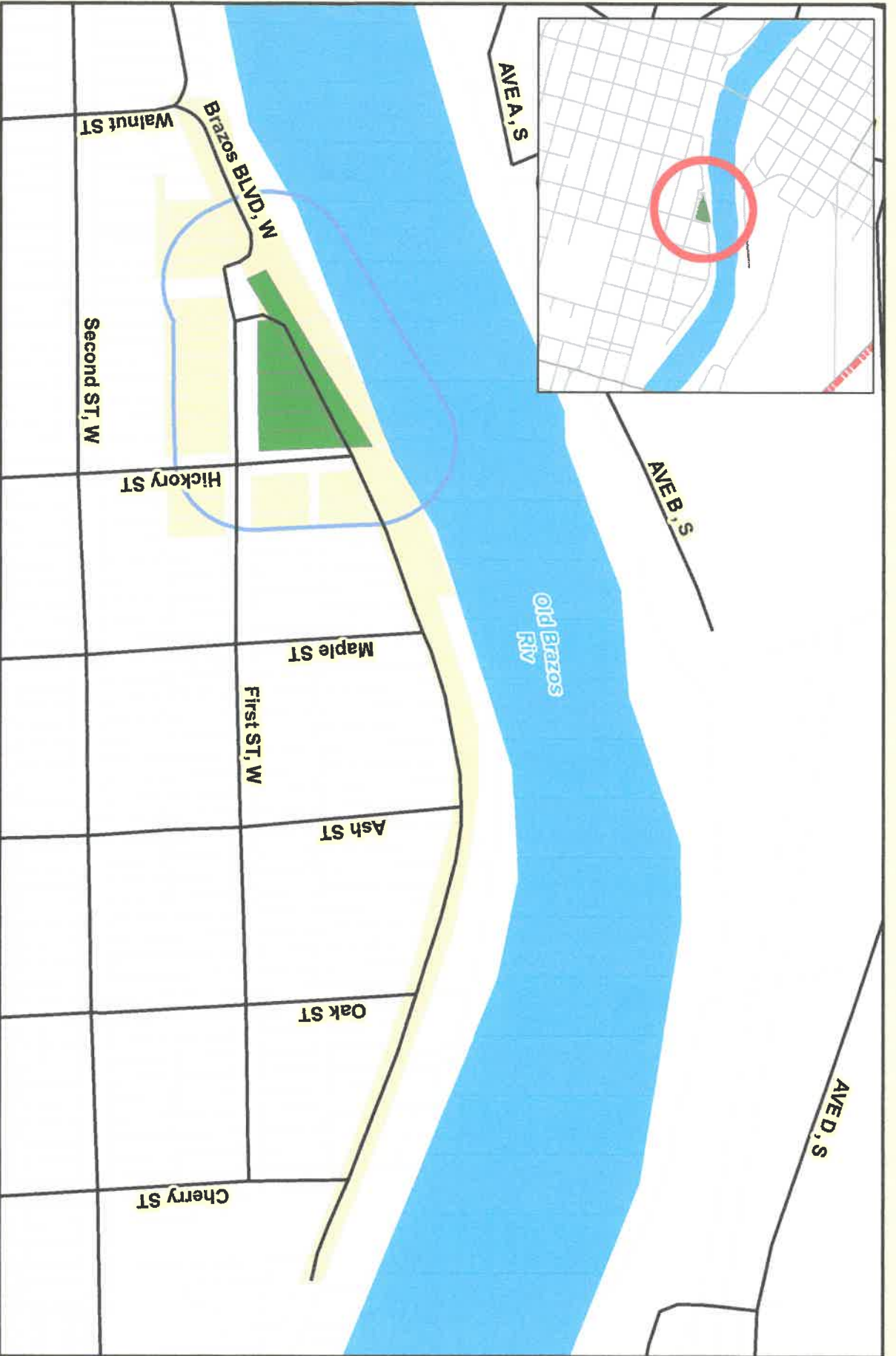
None.

Board or 3rd Party recommendation:

Planning and Zoning Commission voted to approve on March 29, 2022.

Supporting Documentation:

See attached.



Legend

- 209639, 209645, 209641, 209644, 209643
- 2007 Buffer
- Buffered Parcels
- Roads
- Water

Replat Property Location Map

Property ID 209639, 209645, 209641, 209644, 209643

Author: Laura Cramer
 Document Path: S:\GIS Data\campbell
 200ft w template 031622.mxd

BRADDOCK COUNTY
CLERK

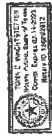
BRADDOCK COUNTY, VA
CLERK
STEPHEN F. AUGSTIN, JR.
COUNTY CLERK
2022
COUNTY CLERK'S OFFICE
1000 BRADDOCK AVENUE
BRADDOCK COUNTY, VA 23004
TEL: 804-673-4000
FAX: 804-673-4001
WWW.BRADDOCKCOUNTYVA.GOV

RECORDED IN THE CITY OF FREEMANTON, VA
BOOK 148, PAGE 100
DATE: 02/22/2022

Stephen F. Austin, Jr.
COUNTY CLERK

STEPHEN F. AUGSTIN, JR.
COUNTY CLERK

RECORDED IN THE CITY OF FREEMANTON, VA
BOOK 148, PAGE 100
DATE: 02/22/2022



Stephen F. Austin, Jr.
COUNTY CLERK

APPROVED BY THE CITY CLERK OF THE CITY OF FREEMANTON,
BRADDOCK COUNTY, VA, ON THIS _____ DAY
OF _____, 2022.

MAYOR
CITY CLERK
CITY SECRETARY

ATTEST BY THE BRADDOCK COUNTY CLERK OF THE CITY OF FREEMANTON,
BRADDOCK COUNTY, VA, ON THIS _____ DAY
OF _____, 2022.

Stephen F. Austin, Jr.
COUNTY CLERK

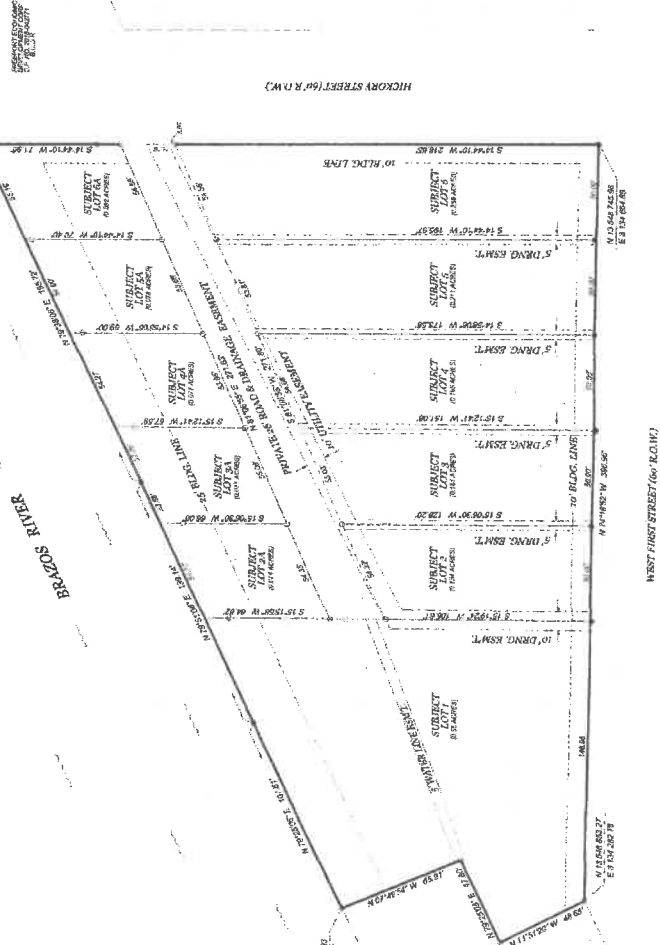
Stephen F. Austin, Jr.
COUNTY CLERK

RECORDED IN THE CITY OF FREEMANTON, VA
BOOK 148, PAGE 100
DATE: 02/22/2022



Stephen F. Austin, Jr.
COUNTY CLERK

STEPHEN F. AUGSTIN, JR.
ABSTRACT



THE MAPS, PLATS AND RECORDS OF THE BRADDOCK COUNTY RECORDS DEPARTMENT
WHICH ARE HEREBY REFERRED TO IN THIS ABSTRACT

- 1. THAT THE MAPS, PLATS AND RECORDS OF THE BRADDOCK COUNTY RECORDS DEPARTMENT
WHICH ARE HEREBY REFERRED TO IN THIS ABSTRACT
- 2. THAT THE MAPS, PLATS AND RECORDS OF THE BRADDOCK COUNTY RECORDS DEPARTMENT
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- 4. THAT THE MAPS, PLATS AND RECORDS OF THE BRADDOCK COUNTY RECORDS DEPARTMENT
WHICH ARE HEREBY REFERRED TO IN THIS ABSTRACT

Stephen F. Austin, Jr.
COUNTY CLERK

S.E.C. SUBDIVISION
PLAT
LOTS 1 THRU 6
BLOCK 81
FREEPORT TOWNSITE
IN THE
COUNTY OF BRADDOCK
STATE OF VIRGINIA
BRADDOCK COUNTY PLAT RECORDS
STEPHEN F. AUGSTIN, JR.
COUNTY CLERK
BRADDOCK COUNTY, VIRGINIA
FEBRUARY 2022



Doyle & Wachstetter, Inc.
Surveyors and Engineers, Inc.
1000 COMMONWEALTH AVENUE
FARMINGTON, VA 24024
TEL: 804-426-1100
FAX: 804-426-1101



City Council Agenda Item # 7

Title: Discuss And Take Action Regarding Replat Of Jones Addition, A Subdivision Of A 0.6520 Acre (Called 0.6480 Acre) Tract Of Land Situated In The Guy M. Bryan Survey, Abstract No. 157 In Brazoria County, Texas, Being Known As Lot 30, In The J.R. Thurman Subdivision Recorded In Volume 6, Page 35, Of The Plat Records Of Brazoria County, Texas, Known As Tract I Together With Tracts II and III Conveyed To Robert L. Michie As Recorded In Volume 1438, Page 708, Of The Deed Records Of Brazoria County, Texas, Being Those Particular Tracts Known As Lot 29, In The J.R. Thurman Subdivision, As Recorded In Volume 6, Page 35, Of The Plat Records Of Brazoria County, Texas, A 40.0 Feet By 52.0 Feet Tract Conveyed To Robert L. & Barbara Michie In Deed Recorded In Volume 1570, Page 369, Of The Deed Records Of Brazoria County, Texas And A Called 40.0 Feet By 52.4 Feet Tract As Recorded In Volume 1570, Page 366, Of The Deed Records Of Brazoria County, Texas.

Date: April 4, 2022

From: Kacey Roman, Director of Building and Code

Staff Recommendation:

Recommend to approve replat.

Item Summary:

Creation of 3 new platted lots.

Background Information:

The owners are combining existing tracts to create 3 new platted lots.

Special Considerations:

None.

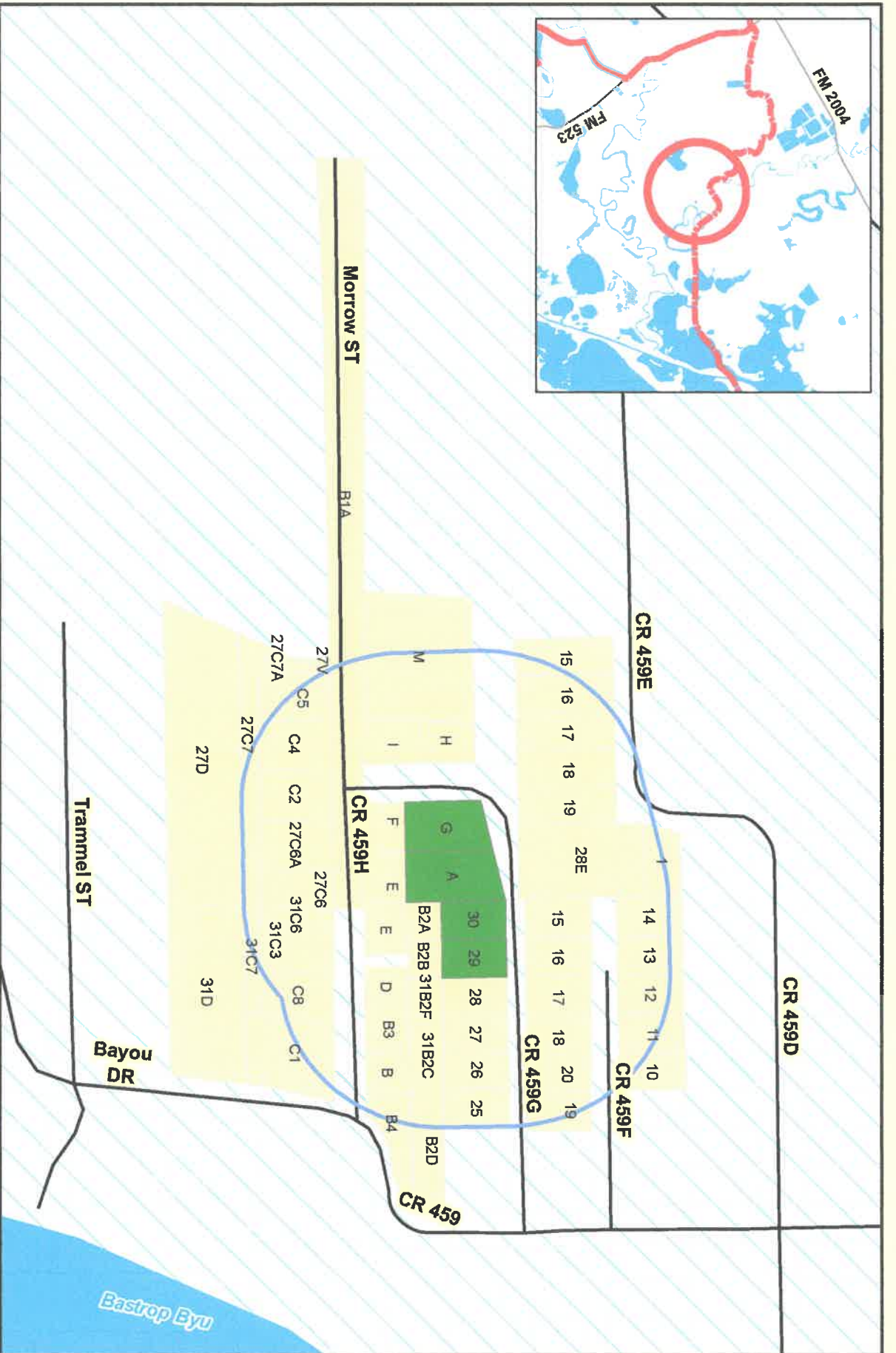
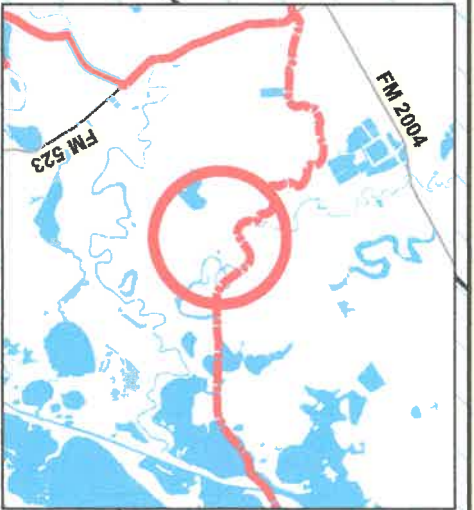
Financial Impact:

None.

Board or 3rd Party recommendation:

Planning and Zoning Commission voted to approve on March 29, 2022.

Supporting Documentation: see attached



Legend

- 163001
- 200' Buffer
- Roads
- Water
- Buffered Parcels
- City of Freeport ETJ

Replat Property Location Map

Property ID 163001

0 25 50 100 150 200 250
Feet

Author: Laura Tolar
Document Path: S:\GIS Data\Jones 200ft w template 031722.mxd



City Council Agenda Item # 8

Title: Consideration and possible action approving Ordinance No. 2022-2662
FY2021-2022 Proposed Budget Adjustment #3

Date: April 4, 2022

From: Cathy Ezell, Finance Director

Staff Recommendation:

Staff recommends approval of Budget Amendment #3.

Item Summary:

The proposed budget amendment is for the receipt of grant and donation funds and the corresponding expenditures. It also will account for the expenditures for Hurricane Nicholas.

Background Information:

The Fire Department has received a grant in the amount of \$137,012.53 to purchase equipment for the department. The Police Department has received a grant in the amount of \$124,989.51 for the purchase of new radios for the department. The Museum has received a grant in the amount of \$4,800 and a donation in the amount of \$5,000 for the Texas Navy Room.

The expenditures for Hurricane Nicolas debris collection and disposal are in the amount of \$150,986.

Financial Impact:

The funds from the grant and the associated expenditures have a net zero effect on the budget. The expenditures for Hurricane Nicholas will be a reduction of the General Fund, Fund Balance in the amount of \$150,986.

Supporting Documentation:

Ordinance

ORDINANCE NO. 2022-2662

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 and as amended by Ordinance No. 2022-2655, read, passed and adopted on January 24, 2022 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 21st day of March 2022.

Brooks Bass, Mayor

ATTEST:

Betty Wells, City Secretary

APPROVED AS TO FORM AND CONTENT:

Chris Duncan, City Attorney

Exhibit A

**City of Freeport
End of Year Budget Adjustment
Fiscal Year 2022**

Department	Account Number	Description	FY2021-2022 Original Budget	FY2021-2022 Current Budget	FY2021-2022 3rd Budget Amendment	FY2021-2022 Amended Budget
General Fund						
Revenue	10-360-400	Grant Revenue	\$ -	\$ -	\$ 137,013	\$ 137,013
	10-360-430	Grant Revenue - Police Department	-	-	124,990	124,990
	10-360-802	Museum Grant Revenue	-	-	4,800	4,800
	10-360-811	Museum Donations Misc Exhibits	-	-	5,000	5,000
		Total Revenue	-	-	271,803	271,803
Expenditures						
Emergency Management	10-556-513	Professional Services	18,695	18,695	143,132	161,827
	10-556-499	Other Services	-	-	7,854	7,854
		Total Emergency Management	18,695	18,695	150,986	169,681
Transfers						
	10-700-021	Transfer to Facilities	1,820,415	1,850,415	9,800	1,860,215
	10-700-022	Transfer to Equipment	1,361,400	1,361,400	262,003	1,623,403
		Total Transfers	3,181,815	1,850,415	271,803	3,483,618
		Fund Balance	5,816,536	5,816,536	(150,986)	5,665,550
		Total General Fund			\$ -	
Facilities & Grounds CIP Fund						
Revenue	21-710-010	Transfer from General Fund	1,820,415	1,850,415	9,800	1,860,215
		Total Revenue	1,820,415	1,850,415	9,800	1,860,215
Expenditures						
	21-578-899	Capital Outlay	105,000	122,000	9,800	131,800
		Total Service Center	105,000	122,000	9,800	131,800
		Total Facilities & Grounds Fund			\$ -	
Equipment & Vehicle Replacement Fund						
Revenue	22-710-010	Transfer from General Fund	1,361,400	1,361,400	262,003	1,623,403
		Total Revenue	1,361,400	1,361,400	262,003	1,623,403
Expenditures						
	21-525-899	Capital Outlay	140,000	249,148	124,990	374,138
	21-530-899	Capital Outlay	696,400	785,742	137,013	922,755
		Total Service Center	836,400	249,148	262,003	1,296,893
		Total Equipment & Vehicle Replacement Fund			\$ -	



City Council Agenda Item # 9

Title: Consideration and possible action to award bid, and approve Resolution No. 2022-2743 authorizing the Mayor to sign the contract for the Annual Fuel Contract with Petroleum Traders Corporation.

Date: April 4, 2022

From: Cathy Ezell, Finance Director

Staff Recommendation:

Staff recommends approving resolution and awarding CSB#2022-06 bid line items #1-6 to Petroleum Traders Corporation, and authorizing the Mayor to execute a contract the overall apparent low bidder; rejecting all bids for all other line items; and authorizing the City Manager to execute a contract with Petroleum Traders Corporation.

Item Summary:

Staff advertised for Competitive Sealed Bids for all supervision, materials, labor and equipment necessary to furnish and deliver Gasoline and Diesel fuels in The Facts newspaper on Thursday, March 3, 2022 and Thursday, March 10, 2022. Three bids were received and opened on March 17, 2022.

Based on the criteria, the apparent low bidder for line items #1-6 is Petroleum Traders Corporation. Bid line items #7-15 were included as optional fuels that may be ordered. Since the apparent low bidder did not bid on these items staff will seek entering into a contract with another vendor, which will be under the limit required for Council approval.

Background Information:

The City has two separate fueling stations at the Service Center and Golf Course. The Service Center utilizes approximately 74,000 gallons annually in Unleaded Gasoline and 15,000 gallons annually in diesel. The Golf Course utilizes approximate 13,000 gallons annually in Ultra Low Sulfur Diesel.

Bid prices are based on a fixed differential in excess of the following formula: The daily pricing listed in the Oil Price Information Service (OPIS) Pad 3 Report for Houston, Texas Rack Prices posted for reformulated unleaded gasoline and Ultra Low Sulphur #2 Diesel.

Special Considerations:

N/A

Financial Impact:

The new contracted rates (\$0.0164 and \$0.235) are lower for larger loads and more for smaller loads than the previously contracted rates (\$0.0281 and \$0.2, respectively), however; overall savings or overages are contingent upon the base price of fuel which varies based on daily average OPIS rates.

Board or 3rd Party recommendation:

N/A

Supporting Documentation:

Resolution

Bid Tabulation

Fuel Bid Analysis

Contract

Contract Exhibit A – RFP and Contractor Response to RFP

RESOLUTION NO. 2022-2743

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH PETROLEUM TRADERS FOR THE SUPPLY OF FUEL TO THE CITY.

WHEREAS, the City of Freeport, Texas is a home rule municipality; and

WHEREAS, the City of Freeport requires the supply of fuel to their fuel storage facilities for use by the various motorized vehicles and equipment operated by the City; and

WHEREAS, the City has complied with all legal requirements to perform the requisite bidding procedures and processes, and Petroleum Traders is the lowest bid; and,

WHEREAS, accepting the bid from Petroleum Traders and executing the proposed contract with them to supply fuel to the City is in the best interest of the City.

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

SECTION 1. FINDINGS. The City Council of the City hereby finds as true, the statements contained in the preamble set forth above.

SECTION 2. ACCEPTANCE OF BID. The City Council hereby accepts the bid by Petroleum Traders and verifies it as the lowest responsible bidder.

SECTION 3. AUTHORIZATION TO TRANSFER. The Mayor of the City is hereby authorized to execute the attached contract with Petroleum Traders to supply the City with fuel.

SECTION 4. PROPER NOTICE AND MEETING. It is hereby found and determined that the meeting at which this resolution was passed was attended by a quorum of the City Council, was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

Read, passed and adopted the _____ day of _____, 2022.

Brooks Bass, Mayor
City of Freeport, Texas

ATTEST:

APPROVED AS TO FORM ONLY:

Betty Wells, City Secretary
City of Freeport, Texas

Christopher Duncan, City Attorney
City of Freeport, Texas

**City of Freeport
Bid Tabulation
Fuel Bids**

	Petroleum Traders	MidTex	Sun Coast
<u>Orders Over 2,500 Gallons</u>			
Unleaded	0.0164	0.0399	0.0395
Diesel	0.0164	0.0399	0.0395
Load Feel	5.45	0.00	5.45
<u>Orders Under 2,500 Gallons</u>			
Unleaded	0.235	0.5529	0.60
Diesel	0.235	0.5529	0.60
Load Feel	1.70	0.00	1.70

**City of Freeport
Fuel Bid Analysis**

Costs Based on Averages Gallons

	Average Gallons
Golf Diesel Average	202
Service Center Diesel Average	2,246
Service Center Gasoline Average	5,290

Sun Coast	Cost
Golf Diesel	123
Service Center Diesel Average	1,349
Service Center Gasoline Average	214

Petroleum Traders	Cost
Golf Diesel	49
Service Center Diesel Average	530
Service Center Gasoline Average	92

Mid-Tex	Cost
Golf Diesel	112
Service Center Diesel Average	1,242
Service Center Gasoline Average	211

 **COPY**



**CITY OF FREEPORT, TEXAS
REQUEST FOR BIDS**

**ANNUAL FUEL CONTRACT
COMPETITIVE SEALED BID #2022-06**

**DEADLINE:
THURSDAY, MARCH 17, 2022 BY 10:00 A.M.**

**CITY OF FREEPORT
PUBLIC NOTICE
COMPETITIVE SEALED BID #2022-06
ANNUAL FUEL CONTRACT**

The City of Freeport is accepting Competitive Sealed Bids for all supervision, materials, labor and equipment necessary to furnish and deliver Gasoline and Diesel fuels.

The deadline for submission of proposals is 10 A.M. Thursday, March 17, 2022. It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Bids received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm. The City of Freeport reserves the right to negotiate with any and all persons or firms submitting timely bids.

All bids submitted for City consideration must include the original and four (4) copies, be clearly marked on the outside of the sealed envelope with the words "City of Freeport, Attention: City Secretary, Bid#2022-006 – Annual Fuel Contract, and must contain the name of the company submitting the Bid.

Bids will be publicly opened and read at the Freeport City Hall located at 200 West Second Street, Freeport, Texas 77541 on Thursday, March 17, at 10:00 a.m.

Bid documents may be downloaded from the City of Freeport's website at freeport.tx.us/page/public_notices or obtained in person at Freeport City Hall, 200 West Second Street, Freeport, Texas.

Vendors may submit bids for any or all activities.

Multiple contracts may be awarded as a result of this solicitation. The City of Freeport will, in its sole discretion, determine the number of contracts awarded, and may decide not to award any contracts. Bids shall be valid for a period of sixty (60) days from the date they are opened.

The City of Freeport is an Affirmative Action/Equal Opportunity Employer. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit bids.

1st Advertisement: The Facts, Thursday, March 3, 2022

2nd Advertisement: The Facts, Thursday, March 10, 2017

For inquiries regarding this RFP, please contact Cathy Ezell, Finance Director by phone, 979-871-0107, or email, cezell@freeport.tx.us The deadline for inquiries is Friday, March 11, 2022 at 5:00 P.M.

**CITY OF FREEPORT
REQUEST FOR BIDS #2022-06
ANNUAL FUEL CONTRACT**

INSTRUCTIONS TO BIDDERS

READ THIS ENTIRE DOCUMENT CAREFULLY AND FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS STATED HEREIN. THE INSTRUCTIONS AND CONDITIONS APPLY TO ALL BIDS/PROPOSALS AND BECOME A PART OF THE TERMS AND CONDITIONS OF ANY BID/PROPOSAL SUBMITTED AND ANY AGREEMENT ENTERED SUBSEQUENT THERETO, UNLESS EXCEPTION IS TAKEN IN WRITING BY BIDDER WHEN SUBMITTING BID.

1. BIDS, PREPARATION AND SUBMITTAL

Bidders must utilize the Bid Form and must submit the original and four (4) copies of the sealed bid/written quote/proposal to the City Secretary prior to the response due date and time as described in the Invitation to Bidders. Failure to submit the additional copy may result in the bid being declared unresponsive to specification and may not be further evaluated.

Bidders must include any delivery fees in the prices submitted on the Bid Form. Additionally, Bidders should also be aware that the Contract provides for the automatic renewal of any awarded contract for one (1) additional year unless terminated in accordance with the provisions of the contract.

All figures must be written in ink or typed. Figures written in pencil or erasures are not acceptable. However, mistakes may be crossed out, corrections inserted and initialed in ink by the person signing the Bid Form. No oral, telegraphic, telephonic, e-mailed or facsimile bids will be considered. All bids must be submitted in a sealed envelope. Bidders must provide all documentation required with the bid response. Failure to provide this information may result in rejection of bid. For additional instructions related to bid preparation, please see the General Conditions of Bidding contained herein.

2. INTENT OF BID DOCUMENTS

Bidders should fully inform themselves as to all conditions and matters which can in any way affect the costs thereof. Should a bidder find discrepancies in, or omission from, the bid documents or should there be any doubt as to their meaning and intent they should notify the City at once and obtain clarification prior to submitting a bid.

The submission of a bid by Bidder shall be conclusive evidence that the Bidder is fully acquainted and satisfied as to character, quality and quantity of equipment to be furnished.

3. DELIVERY OF BIDS

Bids received prior to the time of the opening will be kept securely unopened. Bids received after the time specified in the Invitation to Bid shall be considered late and shall be returned unopened. The person whose duty it is to open the bids will decide when the specified time has arrived for the opening of the bids. No responsibility will be attached to an officer of the City for the premature opening of a bid not properly addressed and identified. No oral, telegraphic, telephonic, e-mailed or facsimile bids will be considered

5. SIGNATURES

All bid responses are required to be signed by an authorized representative of the bidding entity. Bid responses received unsigned will result in the bid being declared unresponsive to specification and may not be further evaluated.

6. BID ALTERATION/WITHDRAWAL

Bids cannot be altered or amended after the submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations, alteration, or erasure made before bid opening time. Bids may be withdrawn by written request signed by the bidder prior to the time fixed for bid opening; however, such written request must be received by the City in the normal course of business and prior to the time fixed for bid opening. Negligence on the part of the bidder in preparing the bid represents no right for withdrawal after the bid is opened. No bids may be withdrawn for a period of sixty (60) calendar days after opening of the bids.

7. DISQUALIFICATIONS OF BIDDERS

The bidders may be disqualified and their bids and proposals not considered for the following reasons, including, but not limited to:

- Reason for believing collusion exists between bidders.
- The bidder being an interested party in any litigation against the City.
- Failure to use the Bid Form furnished by the City.
- Failure to comply with any of the requirements contained herein.
- Lack of signature by an authorized representative on the Bid Form.
- Failure to properly complete the Bid Form.
- Bidder is indebted to the City.
- Communicating with an elected official regarding this bid or its award.

8. BID OPENINGS

All bids submitted will be opened publicly at the City Hall, at the date and time shown in the Invitation to Bidders. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Freeport Purchasing Guidelines, and project documents, including, but not limited to, the project specifications and contract documents. The city will notify the successful bidder upon award of the contract, and, according to State law, all bids received will be available for inspection at that time, unless otherwise provided by law.

9. BASIS OF AWARD

It is the intent of the City to award the Contract to the bidder(s) submitting the most efficient and/or most economical for the City. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to re-tabulation. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids

The City of Freeport reserves the right to contact any offeror, or at any time, to clarify, verify or request information with regard to any bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods and services specified herein at the best value for the City of Freeport in compliance with Section 252.043 of the Texas Local Government Code. The City reserves the right to waive any formality or irregularity, to make awards to more than one offeror, or to reject any or all bids.

The City anticipates awarding the contract by April 4, 2022. The earliest award date may be March 21, 2022. The recommended contractor will be notified prior to Council consideration of award.

The City anticipates awarding both locations and fuel types to one vendor, however; the City reserves the right to split the contract between multiple vendors should there be an opportunity to maximize quantities of scale between locations.

10. BID TABULATION

Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed, stamped envelope with the bid. **BID RESULTS WILL NOT BE GIVEN BY TELEPHONE.** You may also download a copy on the City of Freeport's website from the Purchasing Page at www.ci.Freeport.tx.us.

11. PROTESTS

All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of the bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Texas Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Administrator within five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

GENERAL CONDITIONS OF BIDDING

This Bid does not commit the City of Freeport to award a contract or to pay any costs incurred as a result of preparing such a response. The City reserves the right to accept or reject any and all responses received in response to this request, to negotiate with all qualified respondents or to cancel in part or in its entirety this Bid if it is in the best interest of the City.

A contract based on the awarded bid will be executed. This should be considered and reflected in the bid.

BIDDING

1. **PRICING:** Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
 - a. **OPIS:** Please submit pricing for all applicable products listed based on the daily pricing listed in the Oil Price Information Service (OPIS) Pad 3 Report for Houston, Texas Rack Prices using the benchmark for Prior Day OPIS Average – 10 a.m. for Houston, Texas. (The City is not a current OPIS subscriber)
 - b. **LOAD FEE:** The Load Fee included on the bid form is the delivery fee. Texas assesses a delivery fee on all petroleum products when they are withdrawn from a bulk facility (a terminal or a refinery) and delivered into a cargo tank or barge, or imported into the state in a cargo tank or barge for delivery to another location for distribution or sale. For information regarding this fee, please see the Comptroller's website: <https://comptroller.texas.gov/taxes/fuels/delivery-fee.php>
2. **QUANTITIES:** In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
 - a. **TANK SPECIFICATIONS AND TYPICAL ORDER INFORMATION:**
 - Service Center
 - Tank sizes are 10,000 gallons each (1 unleaded gasoline and 1 diesel)
 - The tanks are underground
 - The City owns the tanks

- Typically, unleaded is ordered twice a month and diesel is ordered once with an unleaded gasoline order.
- Deliveries may be made on the same truck

Golf Course

- Tank size is 500 gallons – diesel
- Tank is above ground
- The City owns the tank
- Deliveries may be made on the same truck

3. **ERROR-QUANTITY:** Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
4. **F.O.B./DAMAGE:** Quotations shall be bid freight on board (F.O.B.) delivered to the designated job site in Freeport, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
5. **DELIVERY:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility or Job Site. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".
6. **DESCRIPTIONS:** Any reference to model and/or make/manufacturer used in bid/proposal specifications is descriptive, not restrictive. It is to be used to indicate the type and quality desired. Qualifications on items of like quality will be considered.
7. **EXCEPTIONS/SUBSTITUTIONS:** All submittals meeting the intent of this bid/request for proposal will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the qualifications. The absence of such a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the specifications of the invitation. The City of Freeport reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.
8. **SPECIFICATION-SAMPLES:** Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
9. **TESTING:** An agent so designated by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
10. **PROPRIETARY INFORMATION:** If a bid/proposal contains proprietary information, the respondent must declare such information as proprietary if respondent does not want information to become public. Any proprietary information must be indicated in the index and clearly identified in the qualifications.
11. **CORRESPONDENCE:** This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
12. **ADDENDA:** Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Freeport Director of Public Works. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation

for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.

13. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.
14. **TAXES:** The City is exempt from Federal Manufacturer's Excise, and State sales taxes. **TAX MUST NOT BE INCLUDED IN BID PRICING.** Tax exemption certificates will be executed by the City and furnished upon request by the Director of Finance.
15. **BID SECURITY/BOND REQUIREMENTS:** If required, a bid security of 5% shall be submitted with all construction bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions. A bid bond is not required for this bid.
16. **CONTRACT:** The contract term will begin when the contract is finally executed. The automatic renewal is based on mutual agreement, the contract allows for termination by either party. The contract provided is a Sample Contract. The City may consider modifications to this contract form the awarded contractor to final execution.
17. **INQUIRIES:** Any inquiries concerning the bid documents shall be addressed to Cathy Ezell, Finance Director, by telephone (281) 337-8839 or e-mail cezell@freeport.tx.us. **Any attempt on the part of a bidder or his representative to contact an elected official regarding this bid or its award will disqualify the bidder.**

CITY OF FREEPORT CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Freeport shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract

Type and amount of Insurance

Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage
Statutory Workers compensation insurance as required by state law
(If the contractor serves alcoholic beverages) Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.
(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars
(If automobile or limousine service is involved even if volunteers)

Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars
Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.
(If size or scope of project warrant)
Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

SCOPE OF WORK

Overview

The City seeks competitive bids for fuel products. The purpose of these specifications is to describe the requirements of the City for the annual fuel contract. This contract is intended for routine and continuous usage.

Items and Estimated Quantities

The following are the items needed and estimated annual* quantities:

Section 1 – Fuel Deliveries

Service Center 510 S Avenue A Freeport, TX 77541	Unleaded Gasoline 87 Octane Ultra Low Sulfur Diesel	74,000 gallons annually – Average 4,900 gallons 15,000 gallons annually – Average 2,500 gallons
Golf Course 830 Slaughter Road Freeport, TX 77541	Ultra Low Sulfur Diesel	3,000 gallons annually – Average 250 gallons

Section 2 – Other Fuels to be Delivered

Motor Oil - Pennzoil Plat 5W20 or equivalent	100 gallons bulk, twice annually
Motor Oil - Pennzoil Plat 5W30 or equivalent	100 gallons bulk, twice annually
Motor Oil - Pennzoil Plat 0W20 or equivalent	50 gallons bulk, four times annually
Fluid, Hydraulic – AW68	50 gallons bulk, four times annually

Section 3 – Alternate Fuels

The City may order any of the following products but does not have an annual average. Please provide costs based on the lowest quantities offered:

Motor Oil – Chevron Delo 400 CJ4 15W40 or equivalent
Lube, Gear 75W90 – Fuel Synthetic
Lube, Gear 80W140 – Fuel Synthetic
Fluid, Hydraulic – AW46
Fluid, Hydraulic – John Deere J20C
Fluid, Transmission – TES 295 Approved
Fluid, Transmission – Dexron III or equivalent
Fluid, Antifreeze – Shellzone Multi-Vehicle ELC or equivalent

*The quantities listed are only estimates based on previous usage amounts. The City does not guarantee to purchase any given quantity and shall not be obligated to purchase any excess stock carried by the vendor at the end of the contract. Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality desired.

Vendor will supply and deliver the grades of oil and gasoline requested at the bid price of a fixed differential in excess of the following formula: The daily pricing listed in the Oil Price Information Service (OPIS) Pad 3 Report for Houston, Texas Rack Prices posted for reformulated unleaded gasoline and Ultra Low Sulphur #2 Diesel. The last report published prior to the day of delivery will provide the formula for the price of the product delivered to the City each delivery.

Random samples may be taken from any delivery by the City and tested for compliance. If results, comply with specifications, the City will stand the expense. If results do not comply, the vendor will be required to remove all materials

within twenty-four (24) hours after notification. The vendor will replace a suitable product and bear the cost of all test analyses if the product tested does not comply with the City's specifications.

Deliveries

Motor fuels shall be delivered by the Contractor in appropriate vehicles and all transportation and delivery charges shall be borne by Contractor. Trucks making gasoline deliveries shall be equipped with the proper equipment such as ticket printers and meters to assure accurate measures. All vehicles will properly display State of Texas certification and safety placard. Each delivery will be accompanied with a MSDS sheet pertaining to the product delivered at that point.

All deliveries will be delivered to one of the two locations noted above.

If the Contractor is unable to comply with this requirement, the City reserves the right to purchase motor fuels on the open market and apply all costs in excess of prices established by this contract to the account of the Contractor.

Leakage from tanks shall be reported immediately. Contractor is responsible for site remediation from storage tank overfills and/or delivery spillage.

Office Hours:

- City Hall is open Monday-Friday 8 AM to 5 PM (excluding Federal Holidays)
- Service Center will accept deliveries Monday – Friday between 8 AM and 5 PM
- Golf Course will accept deliveries Monday – Friday between 6 AM and 2 PM and Saturday and Sunday between 6 AM and 9 AM

EMERGENCY OPERATIONS DELIVERIES

In order to provide the most effective response to an emergency The City will order fuel (unleaded gasoline and diesel) before the emergency i.e. Tropical storms or hurricanes.

Exhibit B: Required BID Forms:

1. Bid Form (2 Pages)
2. Bidder Information
3. Supplemental Information
4. References
5. System for Award Management (SAM) Verification
6. W-9
7. Conflict of Interest Questionnaire
8. Certification Regarding Lobbying
9. Disclosure of Lobbying Activities
10. Certificate of Interest Parties (Form 1295)

Bid Form

Bidder agrees to comply with all conditions below, attached specifications, and notes. Bidder has read and agrees to comply with all terms and conditions of invitation to bid. Purchases made for city use are exempt from the state sales tax and federal excise tax. Do not include taxes in your bid. Bidder guarantees product offered shall meet or exceed minimum specification identified in this invitation to bid.

Item#	Service	Unit Cost	Unit of Measure
Section 1 – Fuel Deliveries			
<i>Orders Over 2,500 Gallons</i>			
1	Unleaded Gasoline 87 Octane	+0.0164	per gallon
2	Ultra-Low Sulfur Diesel	+0.0164	per gallon
3	Load Fee	by load size see attached	per delivery
<i>Orders Under 2,500 Gallons</i>			
4	Unleaded Gasoline 87 Octane	+0.2350	per gallon
5	Ultra-Low Sulfur Diesel	+0.2350	per gallon
6	Load Fee	by load size see attached	per delivery
Section 2 – Other Fuels to be Delivered			
7	Motor Oil - Pennzoil Plat 5W20 or equivalent	No Bid	
8	Motor Oil - Pennzoil Plat 5W30 or equivalent	No Bid	
9	Motor Oil - Pennzoil Plat 0W20 or equivalent	No Bid	
10	Fluid, Hydraulic – AW68	No Bid	
Section 3 – Alternate Fuels			
8	Lube, Gear 75W90 – Full Synthetic	No Bid	
9	Lube, Gear 80W140 – Full Synthetic	No Bid	
11	Fluid, Hydraulic – AW46	No Bid	
12	Fluid, Hydraulic – John Deere J20C	No Bid	
13	Fluid, Transmission – TES 295 Approved	No Bid	
14	Fluid, Transmission – Dexron III or equivalent	No Bid	
15	Fluid, Antifreeze – Shellzone Multi-Vehicle ELC or equivalent	No Bid	

EMERGENCY PREPAREDNESS PLAN

In the event of an emergency, Contractor shall agree to top off all City generators no less than twenty-four (24) to forty-eight (48) hours prior to an anticipated event, such as expected hurricane landfall, etc.

EMERGENCY OPERATIONS DELIVERIES

In order to provide the most effective response to an emergency The City will order fuel (unleaded gasoline and diesel) before the emergency i.e. Tropical storms or hurricanes.

In order to ensure economic recovery to the City community, the City will need emergency deliveries after the disaster. Mark the box below if your company would provide this service to the city.

 X YES
 NO

EMERGENCY EQUIPMENT

In order to ensure economic recovery to the City, the City may have a need for portable fueling tanks with pumps. Can your company provide this service? Mark the box below.

 YES
 NO

Petroleum Traders Corporation can work with the City to provide a Tanker Truck that can remain on site and provide wet-hosing (gravity drop fueling) to city vehicles. Pricing will be determined at the time of an emergency.

If yes, what size tank and pump would be provided? _____

Item#	Service	Unit Cost	Unit of Measure
Emergency Recovery			
	Portable fueling tanks and pumps		
Other Fees (List any other fees that apply)			

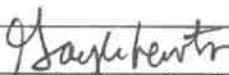
Provide the electrical requirements for the use of the portable tanks with pumps:

BIDDER INFORMATION

In submitting this Bid, Bidder represents the following:

- a. Bidder has examined copies of these bidding and contract documents and of the following Addenda (receipt of which is hereby acknowledged):

Addenda: none

Date: March 14, 2022 Signature: 
Gayle Newton - Contract Sales Manager

- b. Bidder has familiarized itself with the nature and extent of these documents, and all local conditions and Laws and Regulations that in any manner may affect cost of fulfilling the terms of contract.
- c. Bidder has given the owner written notice of all conflict, errors, or discrepancies that it has discovered in these documents and the written resolution thereof by the City is acceptable to Bidder.
- d. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or titles of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over the City.
- e. Bidder hereby certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final.
- f. This Bid will remain open and subject to acceptance for sixty (60) days after the day of Bid opening.

Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered and accepts all of the terms and conditions of the Invitation to Bid, Specifications, Instructions to Bidders, General Conditions for Bidding and any Special Conditions contained herein.

Bidder hereby certifies that, if this bid is accepted, the undersigned Bidder shall enter into a contract with the City of Freeport to furnish the services as specified or indicated in these Bid documents for the price indicated in this Bid and in accordance with the other terms and conditions of such contract documents.

BIDDER:

Company:	<u>Petroleum Traders Corporation</u>		
Address:	<u>PO Box 2357</u>		
City, State & Zip	<u>Fort Wayne, IN 46801-2357</u>		
Telephone	<u>888-637-7661</u>	E-mail	<u>gnewton@petroleumtraders.com</u>
Printed Name:	<u>Gayle Newton</u>	Title:	<u>Contract Sales Manager</u>
Signature:	<u></u>	Date:	<u>March 14, 2022</u>

SUPPLEMENTAL INFORMATION

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:
 PO Box 2357 (7120 Pointe Inverness Way)

 Fort Wayne, IN 46801-2357 (46804)

 888-637-7661

2. Name and address of principal place of business, and phone number of your company's majority owner:
 PO Box 2357 (7120 Pointe Inverness Way)

 Fort Wayne, IN 46801-2357 (46804)

 888-637-7661

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:
 N/A

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Freeport to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT
N/A		

Petroleum Traders Corporation is a 100% Veteran Owned Small Business.

REFERENCES

Please provide three references for similar services performed within the last three years:

1. Company: City of McKinney, TX
Contact: Michael Risky
Phone #: 972-547-7347
Email: mriskey@mckinneytexas.org

Description of services performed:

Supply and delivery of gasoline and diesel fuel

2. Company: City of Alvin, TX
Contact: Francesca Ramirez
Phone #: 281-388-4336
Email: framirez@psf.cityofalvin.com

Description of services performed:

Supply and delivery of gasoline and diesel fuel

3. Company: Collin County, TX
Contact: Judy Davis
Phone #: 972-548-4122
Email: judydavis@co.collin.tx.us

Description of services performed:

Supply and delivery of gasoline and diesel fuel

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- Entity Registration
- Core Data
- Business Information
- Entity Types
- Financial Information
- Taxpayer Information
- Points of Contact
- Security Information
- Assertions
- Reps and Certs
- Exclusions
- Responsibility / Qualification
- Entity Reporting

[Back to Workspace](#)

PETROLEUM TRADERS CORPORATION

This entity record is only available FOR OFFICIAL USE ONLY.

DUNS Unique Entity ID
021640487

Registration Status Expiration Date

Active

Feb 15, 2023

SAM Unique Entity ID
F521KYMM2453

Purpose of Registration
All Awards

CAGE/NCAGE
7W738

Physical Address
7120 Pointe Inverness WAY
Fort Wayne, Indiana
46804-7928, United States

Mailing Address
7120 Pointe Inverness WAY
Fort Wayne, Indiana
46804-7928, United States

*The DUNS number is currently the official Unique Entity ID

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Petroleum Traders Corporation	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. PO Box 2357	Requestor's name and address (optional)
6 City, state, and ZIP code Fort Wayne, IN 46801-2357	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
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or											
Employer identification number											
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">3</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">5</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">-</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">1</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">4</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">6</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">2</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">2</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">2</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">7</td> </tr> </table>	3	5	-	1	4	6	2	2	2	7	
3	5	-	1	4	6	2	2	2	7		

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Gayle Newton</i>	Date ▶ March 14, 2022
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General Instructions Gayle Newton - Contract Sales Manager

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its Instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of vendor who has a business relationship with local governmental entity.
 Petroleum Traders Corporation

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.
 N/A
 Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?
 Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?
 Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7
 Signature of vendor doing business with the governmental entity: Gayle Newton
 Gayle Newton - Contract Sales Manager
 Date: March 14, 2022

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

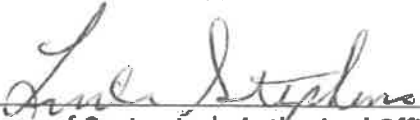
(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Petroleum Traders Corporation, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Linda Stephens - Vice President

Printed Name and Title of Contractor's Authorized Official

March 14, 2022

Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Bid (BID) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/bid control number assigned by the Federal agency). Included prefixes, e.g., "BID-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

~~Petroleum Traders Corporation does NOT Lobby~~

Approved by OMB

0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	If Reporting Entity in No. 4 Is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Petroleum Traders Corporation
Fort Wayne, IN United States

Certificate Number:
2022-860212

Date Filed:
03/11/2022

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

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
#2022-06 Annual Fuel Contract
Supply and delivery of gasoline and diesel fuel

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	Newton, Gayle	FORT WAYNE, IN United States	X	
	Himes, Vicki	Fort Wayne, IN United States	X	
	Stephens, Linda	Fort Wayne, IN United States	X	
	Himes, Michael	Fort Wayne, IN United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Gayle Newton, and my date of birth is October 10, 1959

My address is 7120 Pointe Inverness Way, Fort Wayne, IN, 46804, USA
(street) (city) (state) (zip code) (country)

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

Executed in Allen County, State of Indiana, on the 14th day of March, 20 22.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant) Gayle Newton - Contract Sales Manager

The City may request representation and other information sufficient to determine Contractor's ability to meet these minimum standards listed above.

- 4.2. ASSIGNMENT: The Contractor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
- 4.3. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
- 4.4. ETHICS: The Contractor shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Freeport.

ARTICLE 5. PURCHASE ORDERS AND PAYMENT

- 5.1. PURCHASE ORDERS: A purchase order(s) shall be generated by the City to the successful Contractor. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any orders placed and/or performed without a valid current purchase order number. Payment will be made for all goods and services rendered and accepted by the contract administrator for which a valid invoice has been received.
- 5.2. APPROPRIATION CLAUSE: The City of Freeport is a Texas home-rule municipal corporation operated and funded on an October 1 to September 30 basis. Accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
- 5.3. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. Tax exemption certificates will be executed by the City and furnished upon request by the Director of Finance.
- 5.4. PAYMENT TERMS: Payment terms are Net 30 upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Texas Government Code. Prompt payment discounts may be used by the City in determining the lowest responsible bidder. Successful Contractor shall pay a subcontractor the appropriate share of the payment not later than the 10th day after the date the Contractor receives the payment.
- 5.5. INVOICES: Invoices must be submitted by the Contractor to the City of Freeport, Finance Department, 200 West 2nd Street, Freeport, Texas 77541.

ARTICLE 6. GENERAL PROVISIONS

- 6.1. WARRANTY: Contractor warrants to the City that goods furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the goods and services will conform to the requirements of the Contract Documents. Goods and services not conforming to these requirements will be considered defective. If required by the City, the Contract shall furnish satisfactory evidence as to the kind and quality of the goods and services.
- 6.2. INTERLOCAL AGREEMENT: Contractor agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the

City. The City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Brazoria County authorizing participation in a cooperative purchasing program. The Contractor may be asked to provide products/services, based upon bid price, to any other participant in which the City has entered into an Interlocal Agreement for purchasing.

- 6.3. AUDIT: The City reserves the right to audit the records and performance of the Contractor during the term of the contract and for three (3) years thereafter.
- 6.4. SAVE HARMESS: The Contractor shall defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Contractor shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
- 6.5. DEFAULT: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the Contractor fails to: (1) meet scheduled performance or deadlines contained in Exhibit A; or (2) otherwise perform in accordance with these specifications.

In the event the successful Contractor shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the City of Freeport shall give the successful Contractor written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within seven (7) working days of receipt of such notice by the successful Contractor, default will be declared and all the successful Contractor's rights shall terminate. Contractor, in submitting this bid, agrees that the City of Freeport shall not be liable to prosecution for damages in the event that the City declares the Contractor in default.

Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost to the defaulting Contractor.

- 6.6. ACCEPTABILITY: All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the City Manager who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the Contractor and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined at the sole discretion of the City Administrator or designated representative.

- 6.7. REMEDIES: The Contractor and the City agree that the City has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity. The Contractor and the City agree that the Contractor's rights, duties and remedies are limited to those set forth by statute regarding liability of Texas Municipalities.
- 6.8. VENUE: This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Brazoria County, Texas and the parties agree that any claim, dispute or request for relief under this contract shall exclusively be brought in State court of Brazoria County, Texas.
- 6.9. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
- 6.10. NO PROHIBITED INTEREST: The Contractor acknowledges and represents they are aware of the laws regarding conflicts of interest. In compliance with Local Government Code §176.006, as amended, all Contractors shall submit a completed conflict of interest questionnaire as provided herein with their bid submittal.
- 6.11. DECEPTIVE TRADE PRACTICES/UNFAIR BUSINESS PRACTICES: By submission of a bid response, the Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code Chapter 17 or allegations of any unfair business practice in any administrative hearing or court suit that the Contractor has not been found to be liable for such practices in such proceedings.
- 6.12. FELONY CRIMINAL CONVICTIONS: The Contractor represents and warrants that neither the Contractor nor the Contractor's employees have been convicted, or have a pending felony criminal offense, or that, if such a conviction has occurred, the Contractor has fully advised the City of Freeport as to the facts and circumstances surrounding the conviction.
- 6.13. SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 6.14. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military

authority, insurrections, riots, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- 6.15. TEXAS GOVERNMENT CODE CHAPTER 2270: Contractor verifies that it: (a) does not “boycott Israel”; and (b) will not “boycott Israel” during the term of this contract. For the purposes of this Section only, the terms “company” and “boycott Israel” have the meaning assigned by Texas Government Code Section 2270.001. Contractor’s obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2270 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this contract.
- 6.16. TEXAS GOVERNMENT CODE CHAPTER 2252: the Contractor represents and certifies that, at the time of execution of this Agreement neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term “foreign terrorist organization” in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.
- 6.17. DISPUTE RESOLUTION: The parties agree that they shall first attempt to resolve disputes hereunder by the use of non-binding mediation.
- 6.18. SAFETY: The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damages and loss to property caused in whole or in part by the Contractor, its employees, agents, subcontractors, or by any other third party for whose acts the Contractor may be liable.
- 6.19. ENTIRE AGREEMENT: This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.
- 6.20. CONTRACT INTERPRETATION: Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.
- 6.21. SUCCESSORS AND ASSIGNS: This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

6.22. HEADINGS: The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have executed this Contract by signing below. The effective date of this Contract shall be the date of final execution.

CITY OF FREEPORT, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST:

Betty Wells, City Secretary
City of Freeport, Texas

CONTRACTOR

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST:

Printed Name: _____
Title: _____



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

DATE:

Name
Address
City State Zip code

Dear Taxpayer:

House Bill 7, passed during the 84th Legislative Session (2015), allows the Texas Commission on Environmental Quality, by rule, to set the petroleum product delivery fee rates. The fee applies to all petroleum products imported into Texas or withdrawn from bulk storage facilities in Texas and delivered into cargo tanks or barges. The fee set by the commission is based upon total gallons delivered. Beginning Sept. 1, 2015, the following fees apply:

<u>Gallons Delivered (All Petroleum Products)</u>	<u>Fee</u>
Less than 2,500	\$ 1.70
2,500 but less than 5,000	\$ 3.45
*5,000 but less than 8,000	\$ 5.45
*8,000 but less than 10,000	\$ 6.95
10,000 or more, per 5,000 gallon increment	\$ 3.45

*For deliveries of at least 7,000 but less than 8,000 gallons (whether single product type or split load), special rules continue to apply:

- If the gasoline portion of the delivery is less than 7,000 gallons, the fee is \$ 5.45.
- If the gasoline portion of the delivery is at least 7,000 gallons, the fee is \$ 6.95.

More information about the Petroleum Product Delivery Fee is online at http://www.comptroller.texas.gov/taxinfo/fuels/ppd_fee.html. If you have questions, please call us at 1-800-252-1383, or submit your question at comptroller.texas.gov/taxhelp.

If you have questions concerning the manner in which the fee rates were determined, please call the Texas Commission on Environmental Quality at 512-239-0369.

Sincerely,

Teresa Bostick
Division Director, Tax Policy Division



**PETROLEUM TRADERS
CORPORATION**

7110 Pointe Inverness Way
Fort Wayne, IN 46804-7928
(260) 432-6622

March 14, 2022

City of Freeport, TX
200 West Second Street
Freeport, TX 77541

Re: Certificate of Insurance

To Whom It May Concern:

In Bid # 2022-06 (Annual Fuel Contract) regarding the City of Freeport's fuel needs, it asks for a certificate of insurance with the City of Freeport, its officers, agents, representatives, and employees named as additional insured. It is Petroleum Traders Corporation's practice to only have a company listed as "additional insured" if we are awarded their bid. Therefore, if we are notified we are awarded Bid # 2022-06 (Annual Fuel Contract), we will be more than happy to provide a certificate naming you as additional insured.

Thank you for your understanding.

A handwritten signature in cursive script that reads "Gayle Newton".

Gayle Newton
Contract Sales Manager

Colonial Pipeline Company

3.5.1

**PRODUCT SPECIFICATIONS
REFORMULATED REGULAR GASOLINE BLENDSTOCK (RBOB)
FOR BLENDING WITH 10% DENATURED FUEL ETHANOL
(92% PURITY) AS DEFINED IN ASTM D4806**

Cancels Previous Issues of F grades

This RBOB may not be combined with any other RBOB except RBOB having the same requirement for oxygenate type and amount.

All parameters must be met after blending with denatured fuel ethanol unless noted.

ALL F GRADE REQUIREMENTS (SEGREGATED AND FUNGIBLE)

Product Property	ASTM Test Method	Test Results		Note
		Minimum	Maximum	
Octane RON	D2699	Report		
MON	D2700	82.0		
{R+M}/2		87.0		
Benzene (vol%)	D3606		1.30	
Oxygen Content, weight %	D5599 (See Note)			1,2,7,8
Aromatics (vol%)	D5769 (See Note)		50	2
E200 (vol%)	D86	30	70	
E300 (vol%)	D86	70	100	
Olefins (vol%)	D1319		25	
Sulfur (ppmwt)	D2622		80	9
Non-VOC Controlled Requirements				
RVP (psi)	D5191			3
Grades				
F3,3F (Non-VOC Controlled)			11.5	
F4,4F (Non-VOC Controlled)			13.5	
F5,5F (Non-VOC Controlled)			15.0	
VOC Controlled Requirements				
(Grades F1,F2,1F,2F, only)				
RVP (psi)	D5191		Report	2 3
Emissions Performance Reductions (%)				
Region 1 (Grades F1,1F)		Origin:	-28.0%	4 11
		Delivery:	-25.0%	
Region 2 (Grades F2,2F)		Origin:	-26.4%	11
			-25.4%	
		Delivery:	-23.4%	

Colonial Pipeline Company

**PRODUCT SPECIFICATIONS
REFORMULATED REGULAR GASOLINE BLENDSTOCK (RBOB)
FOR BLENDING WITH 10% DENATURED FUEL ETHANOL
(92% PURITY) AS DEFINED IN ASTM D4806**

3.5.2

Cancels Previous Issues of F grades
FUNGIBLE ONLY REQUIREMENTS:

Product Property	ASTM Test Method	Test Results		Note
		Minimum	Maximum	
Color			Undyed	
Corrosion (Cu) 3 hrs @122°F (50°C)	D130		1	
Corrosion (Ag) 3 hrs @122°F (50°C)	D7671		1	
Doctor test or Mercaptan sulfur, wt.%	D4952		Negative (sweet)	5
	D3227		0.002	
Solvent Washed Gum mg/100 ml Gravity °API at 60°F	D381 D4052	Report	4	7
Oxidation stability-minutes	D525	240		7
Phosphorous, gms/gal	D3231		0.004	
Nace Corrosion	TM0172	B+ (Origin)		7
Volatility:				
Driveability Index	D4814		See Chart	
Distillation, °C (°F) @ %Evap.	D86			
Vapor/Liquid Ratio (V/L), °C (°F) @ 20	D5188 (See Note 6)			6

Grades	Driveability Index	10 vol% Max		50 vol% Min Max		90 vol% Max	End Pt. Max	V/L Min
		F1,F2	1250	70(158)	66(150)	121(250)	190(374)	221(430)
F3	1230	60(140)	66(150)	116(240)	185(365)	221(430)	47(116)	
F4	1220	55(131)	66(150)	113(235)	185(365)	221(430)	42(107)	
F5	1200	50(122)	66(150)	110(230)	185(365)	221(430)	39(102)	

NOTES (Apply to Fungible and Segregated):

Heavy Metals are not allowed to be present.

Additive requirements/restrictions - refer to section 3.2.

This is a base gasoline, not for sale to the ultimate consumer.

Any gasoline exhibiting an offensive odor and/or poses a personal health hazard will not be accepted for shipment.

Any gasoline containing more than 0.50 wt. % of dicyclopentadiene will not be accepted for shipment.

The referee method will be based on a gas chromatograph test.

1. All F grades may not contain oxygenates, such as ethers and alcohols. The use of non-hydrocarbon blending components in these grades is prohibited.

2. Refer to test methods published in 40 CFR Chapter 1, Part 80.46. Alternative aromatics and oxygenates test methods, ASTM D1319 and ASTM D 4815, may be used according to federal and state regulations.

3. For products blended to meet EPA or state imposed summer VOC requirements, tests must be performed in accordance with the procedures described in 40 CFR, Part 80.

Delivery test results may vary by the smaller of ASTM reproducibility for a given test or any test tolerance as allowed by state or EPA regulations at the point of delivery.

Colonial Pipeline Company

3.5.3

**PRODUCT SPECIFICATIONS
REFORMULATED REGULAR GASOLINE BLENDSTOCK (RBOB)
FOR BLENDING WITH 10% DENATURED FUEL ETHANOL
(92% PURITY) AS DEFINED IN ASTM D4806**

Cancels Previous Issues of F grades

NOTES CONTINUED (Apply to Fungible and Segregated):

4. Emissions reductions must be calculated using EPA guidelines.
5. Mercaptan Sulfur waived if fuel is negative by Doctor test.
6. Computer and Linear methods may be used to determine V/L value.
7. Specifications must be met before blending of denatured fuel ethanol.
8. Oxygen content must meet a minimum of 1.7 wt.% and a maximum of 4.0 wt.% after blending of denatured fuel ethanol.
9. Refer to 40 CFR Part 80.195 (d)(2). Alternative sulfur test methods, ASTM D 5453 and D 7039, may be used according to federal and state regulations.
10. Woodbury and Linden facilities will only allow shipments of region 2 fuels.
Any Region 1 fuels shipped downstream of Aberdeen will be comingled with region 2 fuels
11. Refer to Colonial's current RVP schedule for cycle numbers

12. Colonial will accept test methods results that are listed in ASTM D4814 for all tests. Test methods listed in the table above are considered referee methods by Colonial Pipeline. Referee methods apply for any dispute.
13. Use of these grades is controlled by the RVP calendar.



TC Grade Texas Low Emission Diesel Fuel Specifications

Product Property	Test Method	Origin Test Results		Deliveries
		Minimum	Maximum	
Gravity, °API	D287	33.0	39.0	
Distillation				
IBP	D86		Report	
10% Recovered, °F		340	420	
50% Recovered, °F		400	490	
90% Recovered, °F		540	640	
EP		610	690	
Copper Corrosion	D130		1	
Cetane				
(1) Cetane Number	D613	48.0		
OR (2) Cetane Index, procedure B	D4737	48.0		
Cetane Index ^{1/}	D976	48		
Flash Point, °F	D93	140		125
Stability				
(1) Thermal, % reflectance	D6468 (W)	75		
	D6468 (Y)	82		
Aging Period (Minutes)	D6468	90		
OR (2) Potential Color ^{2/} and	MPL P. Color		6	
Potential Gum, mg/100 ml ^{3/}	MPL P. Gum		50	
OR (3) Oxidation, mg/100 ml	D2274		2.5	
Carbon Residue on 10% Bottoms, %	D524		0.35	
Cloud Point, °F	D2500		4/	
Pour Point, °F	D97		4/	
Viscosity, cSt at 104 °F	D445	2.0	4.1	
Ash, wt %	D482		0.01	
Haze Rating ^{5/}	D4176		2	3
NACE Corrosion	TM0172	B+		
Sulfur, ppm ^{6/}	D2622		*10	
Total Aromatic Hydrocarbon, Vol%	D5186		10	
Polycyclic Aromatic Hydrocarbon, wt%	D5186		1.4	
Nitrogen, ppm	D4629		10	

1/ ASTM D976 data is required for low sulfur fuel oils to demonstrate aromatics compliance per the EPA.

2/ The Potential Color will be determined by ASTM method D1500 on a filtered sample after a 16 hour induction period by ASTM method D525 modified. Contact Magellan QC to request a copy of this method.



City Council Agenda Item # 10

Title: Consider Approving Resolution No. 2022-2744, and Awarding Competitive Sealed Bid (CSB) #2022-001, Lift Station No. 3, 4, and 14 Rehabilitation Project to CFG Industries, LLC.

Date: April 4, 2022

From: Cathy Ezell, Finance Director

Staff Recommendation:

Staff recommends approving resolution and awarding CSB#2022-01 bid including the alternate and allowance to CFG Industries, LLC for Lift Station No. 3, 4, and 14 Rehabilitation Project.

Item Summary:

Staff advertised for Competitive Sealed Bids for the rehabilitation of lift stations 3, 4 and 14 in The Facts newspaper on Thursday, January 27, 2022 and Thursday, February 3, 2022. The pre-bid conference was held on February 8, 2022. Three bids were received and opened on March 17, 2022.

Freese and Nichols completed the analysis of the bids received. Freese and Nichols recommends that the City of Freeport award the bid to CFG Industries, LLC in the amount of \$1,583,450, including alternates.

Background Information:

Freese and Nichols did an assessment on the system with Veolia. Based on this assessment it was determined that these lift stations were in the worst condition.

Special Considerations:

N/A

Financial Impact:

The funding of this project will be from the 2021 Certificates of Obligation.

Board or 3rd Party recommendation:

N/A

Supporting Documentation:

Resolution

Memo from Freese and Nichols with bid tabulation, and Agreement.

RESOLUTION NO. 2022-2744

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CFG INDUSTRIES LLC FOR THE REHABILITATION OF FREEPORT SANITARY SEWER LIFT STATIONS 3, 4, AND 14.

WHEREAS, the City of Freeport, Texas is a home rule municipality; and

WHEREAS, the City of Freeport is required to maintain its sanitary sewer infrastructure and city council has authorized Freese and Nichols Engineering Inc to design the rehabilitation of Lift Stations, 3, 4, and 14; and

WHEREAS, the City has complied with all legal requirements to perform the requisite bidding procedures and processes, and CFG Industries provided the lowest and most responsive bid; and,

WHEREAS, accepting the bid from CFG Industries LLC and executing the proposed contract with them to rehabilitate lift stations 3, 4, and 14 are in the best interest of the City.

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

SECTION 1. FINDINGS. The City Council of the City hereby finds as true, the statements contained in the preamble set forth above.

SECTION 2. ACCEPTANCE OF BID. The City Council hereby accepts the bid by CFG Industries, LLC and verifies it as the lowest responsible bidder.

SECTION 3. AUTHORIZATION TO TRANSFER. The Mayor of the City is hereby authorized to execute the attached contract with CFG Industries, LLC to rehabilitate Freeport lift stations 3, 4 and 14.

SECTION 4. PROPER NOTICE AND MEETING. It is hereby found and determined that the meeting at which this resolution was passed was attended by a quorum of the City Council, was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

Read, passed and adopted the _____ day of _____, 2022.

Brooks Bass, Mayor
City of Freeport, Texas

ATTEST:

APPROVED AS TO FORM ONLY:

Betty Wells, City Secretary
City of Freeport, Texas

Christopher Duncan, City Attorney
City of Freeport, Texas

March 23, 2022

Tim Kelty
City of Freeport
200 W 2nd St
Freeport, TX 77541

Re: Project/Bid No.: 2022-01
Lift Station No. 3, 4 & 14 Rehabilitation

Dear Mr. Kelty:

Listed below is the summary of bids for Lift Station No. 3, 4 & 14 Rehabilitation project. A total of three bid proposals were received on March 17, 2022.

Summary of Bids:

	<u>Base Bid</u>	<u>Base Bid + Alternate + Allowances</u>
1) CFG Industries, LLC	\$ 1,049,750	\$ 1,583,450
2) Matula & Matula Construction, INC.	\$ 1,184,614	\$ 1,849,340
3) B-5 Construction	\$ 1,942,258	\$ 2,888,898

Freese and Nichols' Opinion of Probable Construction Cost for the project was \$1,443,065.25 including the alternate and allowance. Recent events, supply chain issues, and inflation have driven construction pricing significantly higher. Many of the components included in this project have increased pricing quite dramatically over the last year leading to the increase in pricing that can be seen in these bids. A copy of the bid tabulation is attached for your use and information.

FNI called several references from a project list provided by CFG Industries, LLC and other sources and received positive feedback from several sources who had worked with them on similar projects.

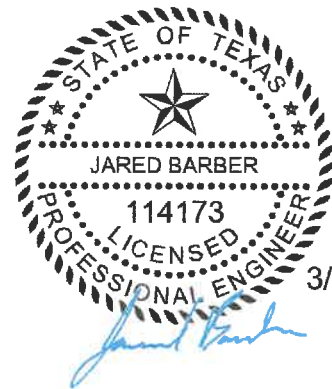
Based on this information, Freese and Nichols recommends that the City of Freeport award the construction contract for this project to CFG Industries, LLC in the amount of \$1,583,450, including the alternate.

Please call me at (832) 456-4745 if you have any questions.

Sincerely,



Jared Barber, P.E.
Freese and Nichols, Inc.



3/23/2022

FREESE AND NICHOLS, INC.
TEXAS REGISTERED
ENGINEERING FIRM
F-2144

Owner: City of Freeport
 Engineer: Freese and Nichols, Inc.
 Bid #: 2022-01
 Bid Date: March 17, 2022 at 2:00 p.m.
 Title: Lift Station No. 3, 4 & 14 Rehabilitation

Line	Description	UOM	QTY	Unit	CFG Industries LLC		Matula & Matula Construction, Inc.		B-S Construction		Freese & Nichols Opinion of Probable Construction Cost	
					Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit
1	MOBILIZATION (MAX 5% OF BASE BID)	LS	1		\$60,000.00	\$60,000.00	\$40,000.00	\$40,000.00	\$82,488.00	\$82,488.00	\$41,320.00	\$41,320.00
LIFT STATION NO. 4 REHABILITATION												
2	DEMOLITION	LS	1		\$6,000.00	\$6,000.00	\$30,000.00	\$30,000.00	\$67,325.00	\$67,325.00	\$15,000.00	\$15,000.00
3	SWPPP PREPARATION, IMPLEMENTATION & MAINTENANCE	LS	1		\$4,500.00	\$4,500.00	\$3,500.00	\$3,500.00	\$12,888.00	\$12,888.00	\$2,000.00	\$2,000.00
4	REHABILITATION OF EXISTING LIFT STATION 2											
5	SUBMERSIBLE FLYGT PUMPS	LS	1		\$240,000.00	\$240,000.00	\$295,300.00	\$295,300.00	\$418,453.00	\$418,453.00	\$184,500.00	\$184,500.00
6	SITE RESTORATION SODDING & HYDROMULCH	LS	1		\$5,500.00	\$5,500.00	\$3,500.00	\$3,500.00	\$18,125.00	\$18,125.00	\$1,500.00	\$1,500.00
7	ELECTRICAL SYSTEM INSTALLATION	LS	1		\$140,000.00	\$140,000.00	\$120,000.00	\$120,000.00	\$128,875.00	\$128,875.00	\$82,880.00	\$82,880.00
8	COATING OF THE WET WELL	SF	1050		\$30.00	\$31,500.00	\$82.40	\$86,520.00	\$89.54	\$94,017.00	\$45.00	\$47,250.00
9	10" WET WELL CONCRETE SLAB	SY	22		\$800.00	\$17,600.00	\$1,450.00	\$31,900.00	\$1,819.00	\$40,018.00	\$420.00	\$8,240.00
10	GRAVEL PAVEMENT	SY	10		\$300.00	\$3,000.00	\$200.00	\$2,000.00	\$1,875.00	\$18,750.00	\$100.00	\$1,000.00
11	6" CHAIN LINK FENCE W/ 3 STRAND BARB WIRE & DOUBLE SWING GATE WITH 12' OPENING	LF	100		\$180.00	\$18,000.00	\$96.00	\$9,600.00	\$180.00	\$18,000.00	\$120.00	\$12,000.00
12	TRAFFIC CONTROL	LS	1		\$40,000.00	\$40,000.00	\$31,300.00	\$31,300.00	\$103,384.00	\$103,384.00	\$46,000.00	\$46,000.00
	Subtotal				\$6,500.00	\$6,500.00	\$1,500.00	\$1,500.00	\$10,000.00	\$10,000.00	\$10,500.00	\$10,500.00
						\$511,800.00		\$815,120.00		\$825,815.00		\$410,870.00
LIFT STATION NO. 14 REHABILITATION												
13	DEMOLITION	LS	1		\$6,000.00	\$6,000.00	\$35,000.00	\$35,000.00	\$126,397.00	\$126,397.00	\$30,000.00	\$30,000.00
14	SWPPP PREPARATION, IMPLEMENTATION & MAINTENANCE	LS	1		\$4,500.00	\$4,500.00	\$3,500.00	\$3,500.00	\$12,850.00	\$12,850.00	\$2,000.00	\$2,000.00
15	REHABILITATION OF EXISTING LIFT STATION 2											
16	SUBMERSIBLE FLYGT PUMPS	LS	1		\$225,000.00	\$225,000.00	\$280,000.00	\$280,000.00	\$435,955.00	\$435,955.00	\$187,875.00	\$187,875.00
17	SITE RESTORATION SODDING & HYDROMULCH	LS	1		\$6,500.00	\$6,500.00	\$10,000.00	\$10,000.00	\$18,125.00	\$18,125.00	\$1,500.00	\$1,500.00
18	SITE GRADING AND DRAINAGE	LS	1		\$6,000.00	\$6,000.00	\$15,000.00	\$15,000.00	\$13,975.00	\$13,975.00	\$16,000.00	\$16,000.00
19	ELECTRICAL SYSTEM INSTALLATION	LS	1		\$140,000.00	\$140,000.00	\$120,000.00	\$120,000.00	\$118,125.00	\$118,125.00	\$81,880.00	\$81,880.00
20	COATING OF THE WET WELL	SF	235		\$50.00	\$11,750.00	\$82.40	\$19,384.00	\$100.00	\$23,500.00	\$45.00	\$10,675.00
21	7" WET WELL CONCRETE SLAB	SY	20		\$600.00	\$12,000.00	\$660.00	\$13,200.00	\$1,285.00	\$25,300.00	\$420.00	\$8,400.00
22	GRAVEL PAVEMENT	SY	45		\$300.00	\$13,500.00	\$55.00	\$2,475.00	\$44.640	\$2,008.00	\$100.00	\$4,500.00
23	6" CHAIN LINK FENCE W/ 3 STRAND BARB WIRE & DOUBLE SWING GATE WITH 12' OPENING	LF	115		\$160.00	\$18,400.00	\$87.00	\$10,005.00	\$176.00	\$20,240.00	\$120.00	\$13,800.00
24	TRAFFIC CONTROL	LS	1		\$40,000.00	\$40,000.00	\$37,450.00	\$37,450.00	\$126,999.00	\$126,999.00	\$46,000.00	\$46,000.00
	Subtotal				\$6,500.00	\$6,500.00	\$3,500.00	\$3,500.00	\$10,000.00	\$10,000.00	\$10,500.00	\$10,500.00
						\$488,150.00		\$829,494.00		\$924,154.00		\$411,040.00
ALTERNATIVE BID: LIFT STATION NO. 3 REHABILITATION												
25	MOBILIZATION (MAX 5% OF ALT BID)	LS	1		\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00	\$44,412.00	\$44,412.00	\$20,887.50	\$20,887.50
26	DEMOLITION	LS	1		\$6,000.00	\$6,000.00	\$28,000.00	\$28,000.00	\$67,235.00	\$67,235.00	\$15,000.00	\$15,000.00
27	SWPPP PREPARATION, IMPLEMENTATION & MAINTENANCE	LS	1		\$4,500.00	\$4,500.00	\$3,500.00	\$3,500.00	\$12,850.00	\$12,850.00	\$2,000.00	\$2,000.00
28	REHABILITATION OF EXISTING LIFT STATION 2											
29	SUBMERSIBLE FLYGT PUMPS	LS	1		\$225,000.00	\$225,000.00	\$272,500.00	\$272,500.00	\$375,107.00	\$375,107.00	\$184,500.00	\$184,500.00
30	SITE RESTORATION SODDING & HYDROMULCH	LS	1		\$6,000.00	\$6,000.00	\$3,500.00	\$3,500.00	\$18,125.00	\$18,125.00	\$1,500.00	\$1,500.00
31	ELECTRICAL SYSTEM INSTALLATION	LS	1		\$134,000.00	\$134,000.00	\$120,000.00	\$120,000.00	\$128,975.00	\$128,975.00	\$88,560.00	\$88,560.00
32	COATING OF THE WET WELL	SF	1050		\$30.00	\$31,500.00	\$82.40	\$86,520.00	\$89.54	\$94,017.00	\$45.00	\$47,250.00
33	10" WET WELL CONCRETE SLAB	SY	22		\$800.00	\$17,600.00	\$1,483.00	\$32,186.00	\$1,819.00	\$40,018.00	\$420.00	\$8,240.00
34	CONCRETE PAVEMENT	SY	36		\$400.00	\$14,400.00	\$540.00	\$18,900.00	\$615.00	\$18,025.00	\$120.00	\$4,200.00
35	6" CHAIN LINK FENCE W/ 3 STRAND BARB WIRE & DOUBLE SWING GATE WITH 12' OPENING	LF	85		\$180.00	\$15,300.00	\$77.00	\$6,545.00	\$183.20	\$15,472.00	\$120.00	\$10,200.00
36	TRAFFIC CONTROL	LS	1		\$40,000.00	\$40,000.00	\$58,575.00	\$58,575.00	\$103,384.00	\$103,384.00	\$46,000.00	\$46,000.00
	Subtotal				\$6,500.00	\$6,500.00	\$3,500.00	\$3,500.00	\$15,000.00	\$15,000.00	\$10,500.00	\$10,500.00
						\$521,790.00		\$654,726.00		\$939,640.00		\$438,847.50
ALLOWANCES IN ALTERNATE BID PER SECTION 01 23 10												
37	INSTALLATION OF POWER POLE AND TRANSFORMER FOR LS No. 3	LS	1		\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00		\$10,000.00		\$10,000.00
Total Base Bid						\$1,049,730.00		\$1,184,614.00		\$1,942,258.00		\$863,030.00
Total Base Bid + Alternate + Allowances						\$1,583,450.00		\$1,849,340.00		\$2,888,998.00		\$1,311,877.50
											Total w/ 10% Contingency	\$1,443,085.25

*Math Error in Highlighted Cell

00 52 13 AGREEMENT

This Agreement is between City of Freeport (Owner) and CFG Industries, LLC (Contractor).

Owner and Contractor agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is designated as follows:

Lift Station No. 3, 4 & 14 Rehabilitation
Bid No. 2022-01

ARTICLE 2 – DESIGN PROFESSIONAL

2.01 The Design Professional for this Project is:

Freese and Nichols, Inc
11200 Broadway St Suite 2320
Pearland, Texas 77584

ARTICLE 3 – CONSTRUCTION MANAGER

3.01 The Construction Manager for this Project is to be determined by the City prior to Construction Notice to Proceed.

ARTICLE 4 – CONTRACT TIMES

4.01 Contract Times

A. The Work is required to be substantially complete within 270 days after the date when the Contract Times commence to run as provided in the General Conditions and complete and ready for final payment in accordance with the General Conditions within 30 days after the date of Substantial Completion.

4.02 Liquidated Damages

A. Owner and Contractor recognize that the Contract Times specified for Substantial Completion and Final Completion are of the essence in the Contract. Owner and Contractor recognize that the Owner will suffer financial loss if the Work is not completed within the Contract Times specified in this Agreement as may be adjusted in accordance with the General Conditions. Owner and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed within the Contract Times. Accordingly, instead of requiring proof of the amount of these damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Contractor agrees to pay Owner \$500 for each day that expires after the time specified in this Agreement for Substantial Completion until the Work is substantially complete.

2. Contractor agrees to pay Owner \$500 for each day that expires after the time specified in this Agreement for Final Completion until the Work is completed and ready for final payment in accordance with the General Conditions.
- B. Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive and will not be imposed concurrently.
- C. OPT will determine whether the Work has been completed within the Contract Times. Assessment of liquidated damages by the Owner does not waive the Owner's right to assess or collect additional damages which the Owner may sustain by the failure of the Contractor to perform in accordance with the terms of the Contract.

4.03 Actual Damages

- A. Owner may be subject to additional financial losses as the result of failure to provide wastewater services on any of the three lift stations being rehabbed. These losses were not included in the liquidated damages amount established in this Agreement. Contractor will be required to compensate the Owner for these losses if they occur due to the Contractor's failure to reach Substantial Completion by the date specified in this Agreement.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner will pay Contractor for completion of the Work in accordance with the Contract Documents at the prices shown in this Agreement. The Contract Price has been computed in accordance with the General Conditions. Contractor acknowledges that for unit price items, estimated quantities are not guaranteed and are solely for the purpose of comparing Bids, and that final payment will be based on actual quantities determined in accordance with the Contract Documents.

ARTICLE 6 – PAYMENT PROCEDURES

- 6.01 Submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by the Construction Manager per Section 01 29 00 "Application for Payment Procedures."
- 6.02 Owner will make progress payments on or about the 25th day of each month during performance of the Work. Payment is based on the total earned value of Work completed in the previous month in accordance with the Schedule of Values established as provided in the General Conditions.
- 6.03 Payment will be made for the total earned value of Work completed in the previous month after deducting:
 - A. Retainage calculated per this Agreement;
 - B. Set-offs determined in accordance with the General Conditions; and
 - C. The total amount of payments previously made.
- 6.04 Retainage
 - A. Progress payments will be made in an amount equal to 95 percent of the total earned value to date for completed Work and properly stored materials. The remaining 5 percent of the total earned value to date will be held as retainage. Owner may increase retainage to 10

percent if progress on the Project is considered to be unsatisfactory. Owner will deposit retainage in excess of 5 percent in an interest-bearing account. Interest earned by that account will be paid to the Contractor in accordance with Tex. Gov't Code Chapter 2252.

- 6.05 Release or reduction in retainage is contingent upon the consent of surety to the reduction in retainage. Submit a Consent of Surety Company to Reduction of or Partial Release of Retainage form as provided by or approved by the Construction Manager.
- 6.06 Owner will pay the remainder of the Contract Price as recommended by Construction Manager in accordance with the General Conditions upon Final Completion and acceptance of the Work.

ARTICLE 7 – PAYMENT OF INTEREST

- 7.01 No interest payments will be paid to the Contractor for invoices not paid when due as provided in the General Conditions.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 The Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied the following Site related reports and drawings as identified in the Supplementary Conditions:
 - 1. Geotechnical Data Reports regarding subsurface conditions at or adjacent to the Site;
 - 2. Drawings of physical conditions relating to existing surface or subsurface structures at the Site;
 - 3. Underground Facilities referenced in reports and drawings;
 - 4. Reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site; and
 - 5. Technical Data related to each of these reports and drawings.
 - E. Contractor has considered the:
 - 1. Information known to Contractor;
 - 2. Information commonly known to contractors doing business in the locality of the Site;
 - 3. Information and observations obtained from visits to the Site; and
 - 4. The Contract Documents.

- F. Contractor has considered the items identified in Paragraphs 8.01.D and 8.01.E with respect to the effect of such information, observations, and documents on:
 - 1. The cost, progress, and performance of the Work;
 - 2. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - 3. Contractor's safety precautions and programs.
- G. Based on the information and observations referred to in the preceding paragraphs, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- H. Contractor is aware of the general nature of Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- I. Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- J. Contractor has given the Construction Manager written notice of all conflicts, errors, ambiguities, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution provided by the Construction Manager is acceptable to the Contractor.
- K. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- L. Contractor's entry into this Agreement constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – ACCOUNTING RECORDS

- 9.01 Accounting Record Availability: Contractor is to establish and maintain, in accordance with generally accepted accounting practices, full and detailed accounting records of materials incorporated into the Project, and labor, tools, materials, and equipment used for the Work, consistent with the requirements of the General Conditions and as necessary for proper financial management under this Agreement. Subject to prior written notice, provide Owner reasonable access during normal business hours to Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and the Contractor's fee. Preserve all such documents for a period of 3 years after the final payment by the Owner.

ARTICLE 10 – OTHER REQUIREMENTS

10.01 Workers' Compensation Insurance

- A. By signing this Agreement, Contractor certifies that it provides workers' compensation insurance coverage for all employees employed on this Project pursuant to Tex. Lab. Code Section 406.096(a).
- B. As required by Section 406.096(b), Contractor must require each Subcontractor to certify in writing to the Contractor that the Subcontractor provides workers' compensation insurance coverage for all of the employees it employs on this Project. Contractor must provide these certifications to the Owner within **10** days of the Effective Date of the Agreement.

10.02 Prohibition on Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations

- A. Tex. Gov't Code Chapter 2252, Subchapter F, prohibits the award of governmental contracts to companies engaged in business with Iran, Sudan, or foreign terrorist organizations.
- B. By signing this Agreement, Contractor certifies that it is not ineligible to be awarded this Contract under Chapter 2252, Subchapter F.

10.03 Prohibition on Contracts with Certain Companies that Boycott Israel

- A. Tex. Gov't Code Chapter 2270 prohibits the award of governmental contracts to companies boycotting Israel.
- B. By signing this Agreement, Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this Contract.

10.04 Certificate of Interested Parties: Contractor must complete and submit a Certificate of Interested Parties (Form 1295) to the Owner with the signed Agreement as required by Tex. Gov't Code Section 2252.908.

ARTICLE 11 – VENUE

11.01 Contractor agrees that venue lies exclusively in Brazoria County, Texas for any legal action.

ARTICLE 12 – CONTRACT DOCUMENTS

12.01 Contract Documents

- A. Specifications Sections listed in Section 00 01 10 "Table of Contents".
- B. Drawings listed in the Sheet Index on the Drawings.
- C. Addenda (Numbers 00 91 13, 1 through 5, inclusive).
- D. Appendices listed in Section 00 01 10 "Table of Contents".
- E. The following are also Contract Documents which may be delivered or issued on or after the Effective Date of the Contract:
 - 1. Notice to Proceed.
 - 2. Contract Amendment(s).

3. Change Order(s).
 4. Field Order(s).
 5. Work Change Directive(s).
- F. There are no Contract Documents other than those listed above in this Paragraph. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

The Effective Date of the Contract is _____.

Owner: City of Freeport
(typed or printed)

Contractor: CFG Industries, LLC
(typed or printed)

By: _____
(individual's signature)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Name: David Cadriel
(typed or printed)

Title: _____
(typed or printed)

Title: President
(typed or printed)
(Attach evidence of authority to sign)

Address for giving notice:

200 W. 2nd Street
Freeport, Texas 77541

Address for giving notice:

8118 Fry Road, Suite 403
Cypress, Texas 77433

Designated representative:

Name: _____

Designated representative:

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

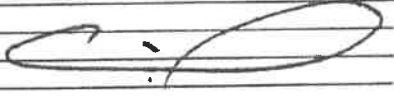
END OF SECTION

00 41 16 Bid Form Exhibit A

Project:	Lift Station No. 3, 4, & 14 Rehabilitation			Project No.:	
Owner:	City of Freeport				
Engineer:	Freese and Nichols, Inc.				FRE21501
Offeror:	CFG Industries LLC				
Base Bid					
Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Amount
1	MOBILIZATION (MAX 5% OF BASE BID)	LS	1	\$ 50,000	\$ 50,000
LIFT STATION NO. 4 REHABILITATION					
2	DEMOLITION	LS	1	\$ 6,000	\$ 6,000
3	SWPPP PREPARATION, IMPLEMENTATION & MAINTENANCE	LS	1	\$ 4,500	\$ 4,500
4	REHABILITATION OF EXISTING LIFT STATION 2 SUBMERSIBLE FLYGT PUMPS	LS	1	\$ 240,000	\$ 240,000
5	SITE RESTORATION SODDING & HYDROMULCH	LS	1	\$ 6,500	\$ 6,500
6	ELECTRICAL SYSTEM INSTALLATION	LS	1	\$ 140,000	\$ 140,000
7	COATING OF THE WET WELL	SF	1050	\$ 30	\$ 31,500
8	10" WET WELL CONCRETE SLAB	SY	22	\$ 800	\$ 17,600
9	GRAVEL PAVEMENT	SY	10	\$ 300	\$ 3,000
10	6' CHAIN LINK FENCE W/ 3 STRAND BARB WIRE & DOUBLE SWING	LF	100	\$ 160	\$ 16,000
11	BYPASS PUMPING	LS	1	\$ 40,000	\$ 40,000
12	TRAFFIC CONTROL	LS	1	\$ 6,500	\$ 6,500
	Subtotal				\$ 511,600
LIFT STATION NO. 14 REHABILITATION					
13	DEMOLITION	LS	1	\$ 6,000	\$ 6,000
14	SWPPP PREPARATION, IMPLEMENTATION & MAINTENANCE	LS	1	\$ 4,500	\$ 4,500
15	REHABILITATION OF EXISTING LIFT STATION 2 SUBMERSIBLE FLYGT PUMPS	LS	1	\$ 225,000	\$ 225,000
16	SITE RESTORATION SODDING & HYDROMULCH	LS	1	\$ 6,500	\$ 6,500
17	SITE GRADING AND DRAINAGE	LS	1	\$ 6,000	\$ 6,000
18	ELECTRICAL SYSTEM INSTALLATION	LS	1	\$ 140,000	\$ 140,000
19	COATING OF THE WET WELL	SF	235	\$ 50	\$ 11,750
20	7" WET WELL CONCRETE SLAB	SY	20	\$ 500	\$ 10,000
21	GRAVEL PAVEMENT	SY	45	\$ 300	\$ 13,500
22	6' CHAIN LINK FENCE W/ 3 STRAND BARB WIRE & DOUBLE SWING	LF	115	\$ 160	\$ 18,400
23	BYPASS PUMPING	LS	1	\$ 40,000	\$ 40,000
24	TRAFFIC CONTROL	LS	1	\$ 6,500	\$ 6,500
	Subtotal				\$ 488,150
ALTERNATE BID: LIFT STATION NO. 3 REHABILITATION					
25	MOBILIZATION (MAX 5% OF ALT BID)	LS	1	\$ 25,000	\$ 25,000
26	DEMOLITION	LS	1	\$ 6,000	\$ 6,000
27	SWPPP PREPARATION, IMPLEMENTATION & MAINTENANCE	LS	1	\$ 4,500	\$ 4,500
28	REHABILITATION OF EXISTING LIFT STATION 2 SUBMERSIBLE FLYGT PUMPS	LS	1	\$ 225,000	\$ 225,000
29	SITE RESTORATION SODDING & HYDROMULCH	LS	1	\$ 6,000	\$ 6,000
30	ELECTRICAL SYSTEM INSTALLATION	LS	1	\$ 134,000	\$ 134,000
31	COATING OF THE WET WELL	SF	1050	\$ 30	\$ 31,500
32	10" WET WELL CONCRETE SLAB	SY	22	\$ 800	\$ 17,600
33	CONCRETE PAVEMENT	SY	35	\$ 400	\$ 14,000
34	6' CHAIN LINK FENCE W/ 3 STRAND BARB WIRE & DOUBLE SWING	LF	85	\$ 160	\$ 13,600
35	BYPASS PUMPING	LS	1	\$ 40,000	\$ 40,000
36	TRAFFIC CONTROL	LS	1	\$ 6,500	\$ 6,500
	Subtotal				\$ 523,700
ALLOWANCES IN ALTERNATE BID PER SECTION 01 23 10 "ALTERNATES AND ALLOWANCES"					
37	Meter Base Coordination and Installation (LS 3, 4 & 14)	LS	1	\$ 10,000.00	\$ 10,000

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Amount
Total Bid base					\$ 1,049,750
Total Bid base + Alternate + Allowances					\$ 1,583,450

Construction Duration: 270 Calendar Days to Substantial Completion

BID SUBMITTED BY:	
Offeror:	CFG Industries LLC
Signature:	
Printed Name:	David Cadriel
Title:	President
Date:	03/17/22