



**AGENDA
SPECIAL MEETING
FREEPORT CITY COUNCIL
MONDAY, JULY 11, 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 11TH DAY OF JULY, 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)

COUNCIL BUSINESS – REGULAR SESSION

1. Consideration and Take Possible Action to repeal Interim City Attorney Services from Olson and Olson due to potential conflicts and previous services with City/EDC- **(Pena / Muraira)**
2. Levy Jog Trail - Discussion and Possible Action **(Pena/ Muraira)**

3. VW Tax Abatement and Starbucks Grant-Discussion and Possible Action (**Pena/ Muraira**)
4. Executive Session regarding a.) (Personnel Matters), City Manager Recent Job Performance Discussion and Possible Action, in accordance with Vernon's Texas Government Code Annotated, Chapter 551, Sections 551.074

COUNCIL BUSINESS – REGULAR SESSION:

5. Take any action resulting from Executive Session.

ADJOURNMENT:

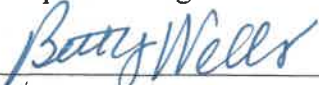
6. Adjourn.

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

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

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

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


Betty Wells, City Secretary,
City of Freeport, Texas

OLSON & OLSON^{LLP}
ATTORNEYS AT LAW

June 30, 2022

Via email: tkelty@freeport.tx.us

Tim Kelty
City Manager
200 W. 2nd Street
Freeport Texas, 77541

Re: Engagement of Olson & Olson, L.L.P. by the City of Freeport,
Texas for General Legal Services

Dear Mr. Kelty:

We appreciate the opportunity to submit an offer for our law firm, Olson & Olson, LLP to provide temporary legal services to the City of Freeport, Texas (the "City") during this transition period.

If accepted, this letter agreement confirms our Firm's engagement and sets out the scope of legal services that we will provide to the City. With this understanding in mind, our Firm agrees to advise and represent the City in all matters normally addressed by your City Attorney beginning July 16, 2022.

We will bill monthly as the services are performed. The City will also be responsible for reimbursing the actual cost of any reasonable and necessary expenses we incur on the City's behalf, such as fees for copying services or mailing expenses. We will provide you with a monthly invoice detailing the services performed and any expenses incurred. We will also provide you with any additional information concerning our fees and charges that you deem necessary.

The City may terminate this engagement at any time, by giving us written notice of its intention to do so and payment will only be required for services and expenses incurred prior to termination. We will always immediately make our files on this matter available to you or any other person you may designate.

The Firm agrees to provide legal services under the following general conditions which shall be applicable to any services the Firm provides to the City during the term of this Engagement Letter.

1. Fees for the Firm's Services.

The fees for the Firm's services will be determined by the actual time expended by our lawyers and other professional staff in providing such services. We will bill the City for such on an hourly basis at rates consistent with rates charged to other clients for similar services.

The hourly rates shall be as provided in Exhibit "A" attached, except to the extent different hourly rates are specified for a particular assignment in a separate assignment letter or a modification of the rates shown in Exhibit "A" is approved, in writing, by the City.

The Firm will bill the City monthly as the services are performed. The City will also be responsible for reimbursing the Firm for all reasonable and necessary expenses incurred by the Firm on the City's behalf, including fees for the services of court reporters, court filing fees, copying services, and similar expenses. The Firm will provide the City with a monthly invoice detailing the services performed and the expenses incurred. The City will be responsible for paying those invoices within 30 days of receipt.

The Firm will maintain contemporaneous records of the time devoted to the City's work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, travel on the City's behalf, and other related matters. The Firm will record and bill time in units of one-tenth of an hour.

2. Professional Liability Insurance.

The Firm agrees to maintain professional liability insurance coverage, at all times, for the services it provides to the City under this Engagement Letter.

3. Termination.

The City may terminate this engagement at any time, and payment will only be required for services performed and expenses incurred prior to the date of termination. Provided, however, if the Firm is representing the City in litigation that is ongoing at the time of termination, termination shall not be effective until the City has designated another lawyer or law firm to replace the Firm, in representing the City's interests. Upon termination, the Firm will immediately make its files on such matter available to the City or any other person that the City may designate.

4. Choice of law.

All rights and obligations arising under this Engagement Letter shall be governed by the laws of the State of Texas, with venue in Brazoria County, Texas.

5. Cooperation and communication.

The Firm agrees it will keep the City fully advised of all significant developments and will provide the City such written reports on the status of the matters it is handling as may be requested by the City. The City agrees to cooperate fully with the Firm in connection with the Firm's provision of legal services, and to promptly provide all material information known or available to the City that is necessary to the Firm's legal representation of the City. The City agrees to keep the Firm informed on a timely basis of all developments relating to the representation that are or might be important. The City agrees to attend meetings, conferences and proceedings when it is reasonable to do so.

6. File retention policy.

The Firm will maintain its own files, including lawyer work product, pertaining to the representation of the City but it will remain the City's responsibility to maintain such originals or copies of documents as are necessary to meet the City's legal obligations and management needs. The Firm will, at the City's reasonable request, provide copies of any documents that it retains, to the extent such documents have not been discarded in accordance with the Firm's document retention policies.

7. Potential conflicts of interest.

The Firm is committed to the representation of the interests of local governmental entities and their officers and officials and does not believe conflicts are likely to arise. However, when considering whether to accept an assignment under this Engagement Letter, the Firm will undertake reasonable efforts to determine whether there are any potential conflicts of interest that would bar its lawyers from representing the City and will decline the assignment if any conflicts are discovered.

8. Texas Lawyer's Creed and Attorney Complaint Information.

Attached as Exhibit "C" is a copy of the Texas Lawyer's Creed. The Firm encourages its lawyers to practice law in a professional and responsible manner as outlined in the Creed.

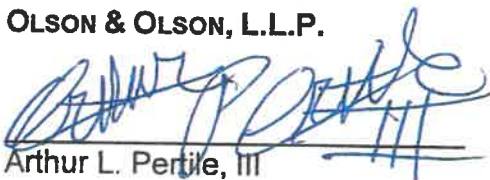
Tim Kelty
City of Freeport, Texas
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June 30, 2022
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A brochure entitled "Attorney Complaint Information" is available at our offices and upon request. A client that has any questions about the State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900.

We trust that this proposal will be satisfactory to you. If so, please sign below and return to the undersigned. If you need any additional information, please notify us and we will provide it to you.

Sincerely,

OLSON & OLSON, L.L.P.



Arthur L. Pertile, III

ACCEPTED:

CITY OF FREEPORT, TEXAS

By:



Tim Kelty
City Manager

City Manager

Date

July 5, 2022

ATTACHMENTS:

- Exhibit A Hourly Rates
- Exhibit B Insurance Requirements
- Exhibit C Texas Lawyer's Creed

EXHIBIT A

OLSON & OLSON, L.L.P. BILLING RATES

<u>OLSON & OLSON BILLING RATES</u>	<u>OLSON & OLSON BILLING RATES</u>
Brian J. Begle	\$250/hr
L. Scott Bounds	\$250/hr
John J. Hightower	\$250/hr
Loren B. Smith	\$240/hr
Andrea Chan	\$240/hr
David W. Olson	\$240/hr
Art L. Pertile, III	\$240/hr
Charles Williams	\$240/hr
Mary Ann Powell	\$240/hr
Allison Killian	\$225/hr
Justin Pruitt	\$185/hr
Bridgette Begle	\$180/hr
Paralegals	\$100/hr

EXHIBIT B

INSURANCE REQUIREMENTS

The Firm shall procure and maintain, with respect to the subject matter of this Agreement, appropriate insurance coverage with limits to cover the Firm's liability as may arise directly or indirectly, from work performed under the terms of this Agreement.

A current certificate of liability insurance will be submitted to the Purchasing Office.

Policy Requirements

The Firm and all subcontractors performing work for it under this Agreement shall furnish a completed insurance certificate to the City prior to the event, which shall be completed by an agent authorized to bind the named underwriter(s) for coverage, limits, and termination provisions shown thereon, and which shall contain the following:

Professional Liability (Errors and Omissions): Coverage Amount \$1,000,000 per occurrence and \$1,000,000 annual aggregate.

The City shall be entitled, upon request and without expense, to receive copies of the certificate of insurance and the required policies and endorsements.

- (a) The Firm shall notify the City of any change in the required coverage or cancellation and shall give such notices not less than 30 days prior to the change or cancellation. The Firm shall provide a replacement Certificate of Insurance prior to such change or cancellation;
- (b) Provide for notice to the City at the address shown in this Agreement;
and
- (c) The Firm agrees to waive all its officers, employees, agents, assigns, and successors' rights of subrogation against the City, its officers, employees, and elected representatives for injuries, death, property damage, or other loss covered by insurance and the Firm will provide a waiver of subrogation endorsement against the City.

COVERAGES SHALL BE WITH A COMPANY (WITH AT LEAST AN A- BEST RATING) ACCEPTABLE TO THE CITY PURCHASING AND RISK MANAGEMENT DEPARTMENT AND A COPY OF THE CERTIFICATE OF COVERAGE SHALL BE DELIVERED TO THE CITY ON OR BEFORE THE DATE OF THIS AGREEMENT.

EXHIBIT C

The Texas Lawyer's Creed

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

Our Legal System

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

Lawyer to Client

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this Creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.

EXHIBIT C

5. I will advise my client of proper and expected behavior.
6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.
7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.
8. I will advise my client that we will not pursue tactics which are intended primarily for delay.
9. I will advise my client that we will not pursue any course of action which is without merit.
10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.
11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

Lawyer to Lawyer

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.
2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.
3. I will identify for other counsel or parties all changes I have made in documents submitted for review.
4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.

EXHIBIT C

5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are canceled.

6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.

7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.

8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.

9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.

10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.

11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.

12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.

13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.

14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.

15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.

16. I will refrain from excessive and abusive discovery.

EXHIBIT C

17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.

18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.

19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

Lawyer and Judge

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.

2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.

3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.

4. I will be punctual.

5. I will not engage in any conduct which offends the dignity and decorum of proceedings.

6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.

7. I will respect the rulings of the Court.

8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.

9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

About Our Firm

Lawyers at Olson & Olson, LLP, are highly qualified to provide legal advice to the City of Freeport. We are highly experienced with the local government needs of municipalities within Brazoria County. Our lawyers have developed relationships with local governmental entities built on a shared vision and sound judgment. We fully understand that the City Attorney is appointed by and serves at the pleasure of City Council and City Manager.

Each of our attorneys is highly knowledgeable and experienced with the Texas Local Government Code, Texas Water Code, Texas Open Meetings Act, Texas Public Information Act, and Contract Law, among other areas of local government law. We are experienced and have strong knowledge of municipal law, municipal finance, employment law, land use regulations, and eminent domain law. We are highly experienced with cities who operate with structured municipal departments such as police, fire, emergency medical services, parks and recreation, streets and drainage, solid waste, development, public works, and administrative services. We are also highly experienced with public safety, municipal prosecutions, building inspections, and code enforcement guidelines.

The greatest benefit we can offer our clients is the utilization of a practice that is built on almost five (5) decades of knowledge, experience, and skills as providers of legal services that have been compounded since 1974 when our firm made the conscious decision to represent local governmental entities exclusively. We value the opportunities to work with elected and appointed officials, assisting them in understanding and complying with the complex laws that impact local government, and aiding them in carrying out the responsibilities of their offices.

As we have demonstrated in our history of working with clients, we will work closely with you and your staff to resolve issues quickly, efficiently, and as economically as possible. The strategies we employ will be proficient and our experience will be geared to cost control. We will represent the City on a variety of legal matters requiring familiarity with the City's Code of Ordinances, City policies, applicable state and federal laws, and transparency requirements.

As evident during the COVID-19 pandemic period, our Firm has remained fully operational, responding to the needs of all clients. We can meet through Zoom and webcam for council meetings, trial depositions, mediations, interviews, and committee meetings.

Lawyers at Olson & Olson, LLP have worked closely with local government leadership and managerial staff. Each of our attorneys is licensed to practice law in the State of Texas and is in good standing with the Texas Bar. We stand by our history of representing many of our clients for decades. A partial listing of our clients where we serve as General Counsel in Brazoria County includes the Brazoria County Drainage District No. 4, and the cities of West Columbia, Danbury, and Village of Jones Creek. We have also provided special projects for Pearland, Brazoria, Angleton, Lake Jackson, Alvin, Clute, Iowa Colony, and the Brazoria County Appraisal District on various occasions through contract work and with the Texas Municipal League's Insurance Risk Pool for many years.

Olson & Olson's litigation experience is strong. The Firm continues to follow in its founder's footsteps, concentrating its practice in providing quality legal services to special districts, and other units of local government. Olson & Olson's leadership role in the area of local government law has been recognized annually by U.S News & World Reports as a Top Tier law firm in the practice areas of Municipal Law and Litigation – Municipal. Today, the attorneys at our Firm offer a substantial amount of cumulative legal experience to our clients across the state from our offices in Houston, Texas.

As experienced municipal lawyers, we have built a reputation of excellence in working and maintaining a close and trusted relationship with our clients while exercising neutrality and impartiality.

Qualifications and Background

Lawyers

Partner David W. Olson is the attorney who will be designated as the point of contact for the City of Freeport. He will be assisted by members of our municipal team, as designated. David has been part of the Olson & Olson team since 2005. His prior experience as a real estate appraiser of commercial property served as a foundation for a career defending appraisal districts and other local government entities. David is an experienced negotiator who is also highly effective in drafting contracts, resolutions, releases, and ordinances. David can help you create and defend land regulations, annexations, zoning regulations, subdivision regulations, economic development opportunities, charter amendments, utility franchising, land acquisition/eminent domain, building and construction regulations, and municipal incorporation. David frequently speaks to groups on the subject of ethics, Texas Open Meetings Act, the Public Information Act, annexation, and legal concerns of City Government. David is involved as part of Olson & Olson's educational services team, providing annual training for city council members and Board of Adjustment members, as well as to local governmental entities.

Additionally, David can rely on assistance from the other members of our firm. Our law firm consists of 36 lawyers, some of whom serve on an "*Of Counsel*" status and others whose practice primarily handles special districts. Olson & Olson recognizes the strength that comes from the experiences of a diverse legal team and is staffed by approximately 70 people, including attorneys, paraprofessionals and support staff. Almost half of our attorneys are women. We are committed to implementing and fulfilling firm policies that focus on diversity, equity, and inclusion. Please refer to our website, www.olsonllp.com for a profile of each practicing attorney and more information about our firm.

Since 2003, Olson & Olson has presented an annual local government seminar on a variety of topics for clients and city attorneys that is accredited by the State Bar of Texas. Based on each year's syllabus, our seminar has qualified for a range of 5 to 6 CLE hours, including ethics hours. The educational tracts cover information and material applicable for city attorneys, human resource professionals, city managers, municipal department officials, first responder specialists, and ad valorem assessment/taxation, among others. Olson & Olson does not charge a registration fee for this day-long event and our participation list includes many assistant city attorneys and other employees from the cities throughout Texas. Registration for this event ranges between 300 and 325 participants.

Olson & Olson, LLP's Availability and Capacity To Provide Legal Services

As a premier municipal law firm in Texas, lawyers at Olson & Olson have routinely and successfully handled local government law matters. Most of our municipal attorneys have acted as general counsel for many different cities and governmental entities. We are able to provide consultation and assistance in all areas of local government. Olson & Olson, LLP attorneys are highly experienced and extremely familiar with general municipal law and stay abreast of legislation affecting cities outside the scope of billable services. We hold an associate membership with the Texas Municipal League and receive updates and summaries as soon as state legislation changes are decided by the judiciary. Our office is conveniently located at the Wortham Tower of the AIG Complex at 2727 Allen Parkway, between Montrose Boulevard and Waugh Drive in Houston, Texas, approximately 60 miles away from the City of Freeport. All phone calls are answered by our office receptionist during business hours and individual attorneys can also be readily reached through cell phones and/or email messages for a timely response.

We identify your desired outcome and proceed with our skills and knowledge to complete the task as quickly and efficiently as possible. After more than 48 years in municipal government, there is hardly a situation we have not seen. Our leadership holds team meetings routinely and we advocate collective mindfulness for consistency in our legal practice. We are prepared to attend meetings on short notice and, when necessary, we can appear via webcam, Zoom, or conference call. Our objective is to provide legal services and to ensure a timely response to, and for completion of, your schedules and deadlines.

Olson & Olson operates a state-of-the-art case and matter management software system that integrates time entry, billing and accounting capabilities for production of billing statements, which we will provide monthly. This is a multi-faceted tool that fulfills our accountability and also helps maintain a record of continuity and documented history of projects requiring legal services. We will provide progress reports, status reports, recommendations, and opinions routinely. As one of our clients recently acknowledged about our performance and billing rate, "It's not about the hourly rate; it's about the bill at the end of the month." Olson lawyers solve complicated problems quickly.

