



**AGENDA  
REGULAR MEETING  
FREEPORT CITY COUNCIL  
TUESDAY, SEPTEMBER 6, 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 TUESDAY, THE 6TH DAY OF SEPTEMBER, 2022, AT 6:00 P.M., AT THE FREEPORT, POLICE DEPARTMENT, MUNICIPAL COURT ROOM, 430 NORTH BRAZOSPORT BOULEVARD FREEPORT TEXAS**

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

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

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

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

**CITIZENS' COMMENTS:**

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

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

1. Presentation by EDC President Mingo Marquez on the Grants given by the Freeport EDC.

**CONSENT AGENDA:**

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 Any item requiring additional discussion may be withdrawn from the Consent Agenda by the Mayor, Councilmember or City Manager, and acted upon separately.

2. Consideration and possible action on the approval of City Council meeting minutes from August 15, and August 22, 2022. **(Wells)**
3. Consideration of approving the road closure for the Brazosport High School Homecoming Parade. **(Gillchrist)**
4. Consideration and possible action approving Interlocal Agreement with Brazoria County for FY 2022/2023. **(Petty)**
5. Consideration of approving various items and equipment for surplus and approve the sale of such items by auction. **(Cramer)**
6. Consideration and possible action to approve the annual investment policy. **(Ezell)**
7. Consideration and possible action approving the Holiday Schedule for City of Freeport FY 2022/2023. **(Ezell)**

**COUNCIL BUSINESS – REGULAR SESSION:**

8. **Public Hearing:** On the removal from park use, 13.153 acres of land currently used for the ISD Baseball and Softball facilities, to be sold to the Brazosport ISD. **(Kelty)**
9. **Public Hearing:** Public Hearing Regarding FY 2022-2023 Proposed Budget. **(Ezell)**
10. Consideration of an Ordinance No. 2022-2674 Adopting FY2022-2023 Budget. **(Ezell)**
11. **Public Hearing:** Public Hearing Regarding FY 2022-2023 Tax Rate. **(Ezell)**
12. Consideration and Possible Action Regarding an Ordinance No. 2022-2675 Establishing a Tax Rate for the 2022 Tax Year. **(Ezell)**
13. Ratification of Increased Property Tax Revenues Reflected in the Fiscal Year 2022-2023 Adopted Budget. **(Ezell)**
14. Consideration and possible action of the ratification of the purchase of (2) Zoll X-Series Advance Cardiac Monitor Defibrillators to be included within the original replacement vehicle budget of \$600,000 proposed on October 4, 2021. **(Motley)**
15. Consideration and possible action awarding the Bid for Phase II Concrete Street Reconstruction and authorizing the Mayor to sign the resulting contract following Legal Review. **(Petty)**

16. Consideration and possible action approving Ordinance No. 2022-2672, approving Ordinance setting Policy Agenda. **(Kelty)**
17. Consideration and possible action on amendment to the employee policy Manual regarding a press release/media relations policy. **(Kelty)**
18. Consideration and possible action of the renewal of Freese and Nichols contract. **(Kelty)**
19. Discussion for redistricting of Wards. **(Kelty)**
20. Discussion regarding the Ameriwaste Trash Contract. **(Pena/Cain)**

**WORK SESSION:**

21. **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:**

22. Executive Session regarding a.) (Consultation with Attorney) pending litigation, Pena vs. Board of Adjustments for City of Freeport; Legal advice and counsel in connection with the demand for payment directed to BrazTex, LLP, et.al. and related legal issues; update on special investigation by Special Counsel regarding purchase of Boys and Girls Club by Councilman Pena. b.) (Deliberations about Real Property) East End, c) (Personnel Matters) Allegations against City Manager posted on social media; Annual review of City Manager; Review of proposals in consideration of appointment of City Attorney, in accordance with Texas Government Code Annotated, Chapter 551, Sections 551.071, 551.072, and 551.074.

**COUNCIL BUSINESS – REGULAR SESSION:**

23. Take any action resulting from Executive Session.

**ADJOURNMENT:**

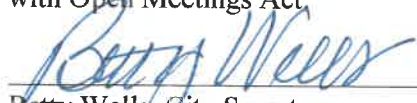
24. Adjourn.
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Items not necessarily discussed in the order they appear on the agenda. The Council at its discretion may take action on any or all of the items as listed. This notice is posted pursuant to the Texas Open Meeting Act. (Chapter 551, Government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

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

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

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

  
Betty Wells, City Secretary,  
City of Freeport, Texas

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Monday, August 15, 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 Not Present  
Councilman Troy Brimage

Staff: Tim Kelty, City Manager  
Betty Wells, City Secretary  
David Olson, Interim City Attorney  
Cathy Ezell, Finance Director  
Kacey Roman, Building Official  
Clarisa Molina, Administrative Assistant  
Chris Motley, Freeport Fire Chief  
Lance Petty, Public Works Director  
Toby Cohen, IT Manager  
Danny Gillchriest Interim Police Chief  
Brian Dybala, Director Freeport Golf Course

Visitors:

Cathy Johnson	Willie Garcia
Shonda Marshall	Bob Petty
Sabrina Brimage	Desiree Pearson
Tommy Pearson	Rodney Rhones
Manning Rollerson	Steve Krugger
Jesse Senkel	Tim Feldman
Eric Hayes	Lucy Ware
Carol Parker	Mark Parker
Karen Tait	Steven Moore
Mary Moore	Margaret Bachman
Ron Bachman	Matthew Bronstien
Billy Toomer	Annette Payne
Michelle Booth	Rob Booth
Gregg Bisso	Wayne Gautreaux
Gary Guerriers	David McGinty
Michael Boggs	Martin Bronstein
Mark Westmoreland	John & Elane Collier

George Matamoros  
Karla Clark  
John Cone  
Michael Blanchard  
Elaina Olinde  
Jose Montoya  
David & Carol Metzger  
Michael Payne  
Melinda Wilhelm  
Tim Feldman  
Bob Brooks  
Jason Hayes  
Linda Mai  
Stella Jalih  
Sam Reyna  
Hugh & Ruth Forkel  
Donna Rickard  
Pam Dancy  
Melanie Oldham  
Susan & Bill Massey

Con McCleaster  
William Howard  
Keith Johnson  
Bob Casale  
Mark Phillips  
Ryan Shahan  
Charlie & Jan Kopp  
Kenny Hayes  
William Triplet  
Dawn Hallaman  
Steve & Wendy Krueger  
Jana Barnes  
Oscar Jalih  
Gloria Millsap  
Scott & Robin Baugh  
Toni Capretti  
Jesse Randy Senkel  
Christina Mathis  
Nicole Mireles

**Call to order.**

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

**INVOCATION AND PLEDGE OF ALLEGIANCE:**

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

**CITIZENS' COMMENTS:**

Jesse Senkel 315 Bonita Lane, Surfside spoke of the possible change of the zoning, he does not support this change in rezoning.

Michael Payne, 119 Redfish he said he said he has worked in these plants. He opposes this rezoning.

Susan Massey 79 Dolphin, Mayor Bass read her statement. "She opposes this rezoning and this plant".

Mark Parker 76 Dolphin, he spoke on the permits the company should have pulled. He spoke on what the company will be making. He opposes this plant.

Karen Tait 92 Dolphin, she spoke on the one entrance into Bridge Harbor. She opposes the rezone.

Carole Parker, 76 Dolphin, she said she also owns rental property at 95 Dolphin. She spoke of the detriment the plant will cause for Bridge Harbor, she said opposes this rezone.

Nicole Mireles Chairperson for the CCF. She said the City is needing to do a redistricting. She said there needs to be equal representation between Wards.

Manning Rollerson, 126 West 6<sup>th</sup> spoke on the demand letter and the 380 Agreement. He asked why Jeff Pynes and Ursula Reyes did not get the option to just pay back the money? He spoke of absences of Councilmembers. He spoke of plants being built, he spoke of the trash service. He said the trash is not being picked up. Mr. Manning spoke on the Boys and Girls Club demolition, he asked who is inspecting this to make sure it is safe.

Jose Montoya thanked Mr. Petty, Mr. Kelty and Councilman Muraira for working to get the lighting done at the soccer fields. He said on behalf of the kids, he said thank you.

Robert Bacon 722 West 10, suggested when people speak in the audience that they please come to the mic, for the people at home who are watching.

Bob Casale said he wants to discuss no representation of Bridge Harbor. He said he would like council to check in and see if Bridge Harbor can have its own representation.

George Matamoros 1722 North Ave O said he is shocked that Councilman Ward A is suing the City Board of Adjustments. He said this is a waste of the citizens tax dollars, for having to defend this lawsuit. He said to do the proper protocol. Mr. Matamoros said the Ward A Councilmember sits on council and demands accountability for tax dollars, and he is wasting tax dollars because he did not get his way. He said shame on you. You denounce city employees and Councilmembers on social media. Mr. Matamoros said you need to withdraw your lawsuit immediately and let the process that was adopted, payout.

Pam Dancy 313 South Front, spoke on the investigation by Navarro. She said the citizens demand that Councilman Brimage resign, until he can prove his innocence of payments to the city. She said that Councilman Brimage has served on several boards, and has even been the Mayor.

### **CONSENT AGENDA**

Consideration and possible action on the approval of City Council meeting minutes from August 1, 2022.

Consider changing the date of the first meeting in September 2022 due to the Labor Day Holiday, to Tuesday September 6, 2022.

A motion was made by Councilman Brimage, seconded by Councilman Pena to approve the consent agenda. With all present voting "Aye" 4-0 council unanimously approved the Consent Agenda

### **COUNCIL REGULAR AGENDA**

Consideration and possible action on Ordinance 2022-2670, amending the City of Freeport Zoning Ordinance by approving a Planned Unit Development District of approximately 13.71 acres of land located at Sailfish Ave; and amending the Official Zoning Map of the City to reflect the planned unit development zoning district to be known as PUD #2.

Motion was made by councilman Brimage to table this item, seconded by Councilman Cain.

Mayor Bass said we will have a Special Meeting on August 22, 2022 at 6 PM.

Mayor Bass closed the meeting for a break at 6:38 PM.

Meeting reconvened at 6:40 PM

## Discussion and guidance from Council on the FY 2022/2023 Budget.

City Manager Tim Kelty spoke on the proposed FY22/23 Budget. He said the Budget books that were passed out are still the baseline we are talking about tonight. He said he had the opportunity to speak with Councilman Muraira, Councilman Pena, and Mayor Bass. He said Councilman Muraira had three requests for consideration in adding to the Budget. One is a Mulching Center, Mr. Kelty said he does not have cost for this, but he is hoping for the information this week. Second a Mental Health Officer, cost about \$58,000 yearly salary and \$14,500 for benefits. Annual cost \$72,500. And third a Community Gardens, with an estimated cost of \$10,000 or less, this will be a one-time cost. Mr. Kelty said that Mayor Bass spoke of his concerns in regard to the long-term sustainability of the reserve balance. Mr. Kelty said this is down to \$621,000. This is what we will be starting at next year. Councilman Pena did not give any specific request, but will be presenting a PowerPoint tonight. Mr. Kelty said Mayor Bass challenged him with 5% cut in the Operating Budget of recurring cost. Mr. Kelty said he was unsuccessful with the 5%, but he did find about \$443,000 or 3%. He offered cuts in the Administration, Public Works, Code Department, with vacancies that will not be filled. He said the Legal Fund will be cut \$20,000 and the Police Jailers positions, could also possibly be cut. He spoke of the reduction at the Rec Center, and changing the hours of operation. The Museum \$30,000 will be cut on the exhibit cases the fundraising event and the requested additional part-time position. There was discussion in the reduction of fuel cost for each department, due to the drop-in fuel cost.

Mayor Bass asked about the reduction of hours at the Rec Center. Mr. Kelty said this is based on the use of the Rec Center, he said there is very little usage during the day while school is in session, and we have two staff members there the whole time. Mayor Bass asked with this Budget, with the proposed changes, does it still include the work on Fire Station #2? Mr. Kelty said yes these are the only changes we have proposed.

Councilman Pena spoke on the \$30,000 cut at the Museum Exhibits. He asked what is this for? Cathy Ezell said it is exhibit cases and panels. Councilman Pena asked why we are reducing the fuel at the Golf Course? Cathy Ezell said it is because the fuel cost is lower. Councilman Pena asked about the reduction of the Jailers at the Police Department, he asked if there will be reallocation of employees? Councilman Pena asked what is the total cost of the proposed COLA? Mr. Kelty said \$265,000, and this is already in the proposed Budget.

Councilman Cain asked that Mr. Kelty explain the Administration reorganization. Mr. Kelty said currently there is the Finance Director, Financial Analyst, Human Resource Specialist 1, Human Resource Specialist 2, Accounts Payable Clerk. We are proposing promoting the HR Specialist to Human Resource Director, eliminating one of the HR Specialist positions. The AP Clerk would handle both Accounts Payable and Payroll. This would eliminate one currently vacant position. Councilman Cain asked if we make this change, how will the HR department look? Mr. Kelty said Donna Fisher will be the HR Director, Mary Chavez will continue to do payroll and assist when necessary, which is the way it was structured previously.

Finance Director Cathy Ezell formally presented the proposed FY22/23 Annual Budget. She spoke on expenditures. She explained how these cuts will also help the future years' budgets. She said we are looking at long term, to stay sustainable.

Mr. Kelty asked for feed back from Council to incorporate into this budget. He said he had not yet met with Councilmen Cain or Brimage, and received no specifics from Councilman Pena.



Mayor Bass said he has concerns of reducing the Jailers positions.

George Matamoros said council needs to reconsider the extension of 5<sup>th</sup> Street. He said this is a lot of money to extend a street that has just been redone. He said the cost he believes is \$795,000. He said cut this and keep the Jailers.

Councilman Pena presented a PowerPoint. He spoke on the Bryan Beach. And Kendig Keast studies. Councilman Pena said overall objective is to minimize capital projects, that do not enhance the quality of life, or maximize return on investment. He said we need to make sure we are reinvesting in ourselves. He said he wants to touch on cuts, he spoke on the Rec Center, Golf Course, and the Museum. He said the Rec Center we need to cut the budget, but instead of completely eliminating the Rec Center, to actually build a new Rec Center. He said this will allow for greater usage by our residents. He said he has heard from staff that our Rec Center is not very conducive.

Mayor Bass asked what is the deadline of approving the Budget. Ms. Ezell said the second meeting in September.

Consideration and possible action approving Not to Exceed Tax Rate, and setting a public hearing date on the Budget and Tax Rate.

Finance Director Cathy Ezell presented to Council Not to Exceed Tax Rate, and setting a public hearing date on the Budget and Tax Rate. She said staff recommends that council propose a tax rate in the amount of \$0.61.

A motion was made by Councilman Brimage, seconded by Councilman Cain. With all present and voting, for proposed Not to Exceed Tax Rate of \$0.61.

Councilman Pena voted "Aye"

Councilman Brimage voted "Aye"

Councilman Cain voted "Aye"

Mayor Bass voted "Aye"

Motion passed

A motion was made by Councilman Pena, seconded by Councilman Cain. With all present and voting, setting a Public Hearing date on the Budget and Tax Rate.

Councilman Pena "Aye"

Councilman Cain "Aye"

Councilman Brimage "Aye"

Mayor Bas "Aye"

Motion passed.

Consideration and possible action of approving Ordinance No. 2022-2673, for Budget Amendment #4 to the Fiscal year 2021-2022 budget

Finance Director Cathy Ezell presented to council Ordinance No. 2022-2673, for Budget Amendment #4 to the Fiscal year 2021-2022 budget. She said this is for the funds received from the EDC for various projects. She said this Budget Amendment will budget the expenditures for these funds.

Councilman Brimage said he would like President of the EDC Mingo Marquez, to present to council and the public the Grants they are giving out, and where this money is going.

A motion was made by Councilman Cain, seconded by Councilman Brimage with all present voting "Aye" 4-0 council unanimously approved Ordinance No. 2022-2673, for Budget Amendment #4 to the Fiscal year 2021-2022 budget.

Consideration and possible action of approving Freeport EDC Resolution No. 2022-2758, amending the EDC Fiscal year 2021-2022 budget

Finance Director Cathy Ezell presented to council Resolution No. 2022-2758, amending the EDC Fiscal year 2021-2022 budget. She said EDC Board voted unanimously to approve this budget amendment. She said it is for Marketing Expenditures, Electricity Expenditures, and Mowing Services and Contract Labor.

A motion was made by Councilman Cain, seconded by Councilman Pena with all present voting "Aye" 4-0 council unanimously approved Resolution No. 2022-2758, amending the EDC Fiscal year 2021-2022 budget.

**WORK SESSION:**

Councilman Pena thanked all that came out and spoke in Citizens Comments. He said he wants to make sure Mr. Kelty, that we are doing our due diligence. We need to make sure Kisuma is abiding by the environmental permitting. He said make sure we are not rushing into this. Let's make sure the safety of the residents is put at a premium. Councilman Pena asked if there was a Phase 1 done on this project? He also discussed the chemicals that are going to be produced by Kisuma, the EPA Permitting and the limestone Mr. Olson advised Councilman Pena this cannot be discussed because this item was tabled. Councilman Pena asked can we compile questions and send to Kisuma? Councilman Pena touched on the redistricting of the Wards. He asked if there is still a continuing issue, on the trash service? Mr. Kelty said we address the issues as they come up. He spoke on the demo of O. A. Fleming, he asked what was demoed? Mr. Kelty said all but the main building. He thanked Mr. Petty and Mr. Kelty for the soccer lighting. He said he wants to clarify the comment from Mr. Matamoros, he said not all lawsuits are built the same, and the law allows public and political figures and board members fair game for rebuttal. He said per Ms. Roman this is the proper protocol. Councilman Pena asked Mr. Olson how to get in touch with him? Mr. Olson said to email him, or on his cell. Mr. Olson said we try to have one point of contact, and that is usually the City Manager, but he said I have an open-door policy. Councilman Pena asked where we stand on the search of the Police Chief? Mr. Kelty said the committee met last week, and we will meet again tomorrow. Councilman Pena said the fountain on 2<sup>nd</sup> Street is not working. He said Walnut or Cedar Street, is this Street is closed, or is it a private road? Mr. Kelty said he is not sure, he will find out. Councilman Pena is curious if West Brazos is a private street? Mr. Kelty said he will find out. He said on 5<sup>th</sup> and Cherry the water drainage is not moving, he said please address this.

Councilman Cain said he thinks it is time to redistrict the Wards. Mr. Kelty said he had a conversation with Mr. Olson about this last week. Mr. Olson is he is looking for some firms for us to get proposals. Councilman Cain said he wants to give a shout out to LeAnn and the rest of employees, who put Kidfest on this year, it was a huge success.

Councilman Brimage had no comment.

Mayor Bass said to the citizens, this is your budget come to the meetings express your thoughts. He said we do this to meet the needs of the upcoming year. He said he thinks it is important to have a savings in case of emergencies. Mayor Bass said he thinks social media is the devil. We are responsible for what we put out there, and once it is out there, it stays. He asks the public and the council to think before you put it out there. Mayor Bass said he understands we have a council person that has called the Board of Adjustments incompetent. He said I don't know this first hand, but I was sent a picture from the Facebook page. This is atrocious, to call committee members that you appoint, incompetent. He said you may think it, and you may believe it, but you don't have to say it, and you don't have to type it. Mayor Bass said, I just ask that we act in a professional manner, and be careful what we say.

Mr. Kelty said he will be at a conference from September 18-21. He said he will not be at the second meeting in September.

#### Update on reports / concerns from Department heads

Mr. Petty told council we have gone out to bid twice on the project for replacing the sewer lines at the alley between 8<sup>th</sup> and 9<sup>th</sup> from Dixie to Yaupon. He said the first time we got one bid back, and it was really high. This second time we got three bids, and they were all really high. He said this is the project the county will do once complete with asphaltting, the road once the sewer lines are replaced. He said it is really a terrible alley. The cheapest bid that came in was \$263,000. Last year we were getting sewer lines replaced for \$60,000. These three bids were rejected. Sorrel has given a price to remove the broken-up concrete out of the alleys, we will get this done. We will put some material in this alley to smooth it out. Mayor Bass asked if this will affect the sewer? Mr. Petty said it will not.

#### **CLOSED SESSION:**

Open Session was closed at 7:59 PM.

Executive Session was closed at 8:22 PM

No action was taken from Executive Session.

#### Adjourn

On a motion by Councilman Cain, seconded by Councilman Brimage, with 4-0 vote, Mayor Bass adjourned the meeting at 8:22 P.M.

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Mayor, Brooks Bass  
City of Freeport, Texas

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City Secretary, Betty Wells  
City of Freeport, Texas

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Monday August 22, 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 Not Present

Staff: Tim Kelty, City Manager  
Betty Wells, City Secretary  
David Olson, Interim City Attorney  
Clarisa Molina, Administrative Assistant  
Danny Gillchriest, Interim Police Chief  
Kacey Roman, Building Official  
Chris Motley, Freeport Fire Chief

Visitors:

Pam Dancy	Melanie Oldham
Manning Rollerson	Desiree Pearson
Tommy Pearson	Ken Green
Karla Clark	Sam Reyna
David McGinty	Matthew Bronstein
Bob Casale	Melinda Wilhelm
Michael Wilhelm	Margaret Bachman
Ron Bachman	Shelah Jalifi
Oscar Jalifi	Annette Payne
Carol Parker	Mark Parker
David Metzger	Carol Metzger
Kimi D.	Michael Boggs
Robert Booth	Michelle Booth
John & Elaine Collier	Michael Blanchard
John Lumley	William Howard
Elaina Olinde	Keith Johnson
Con McCleester	Dawn Hallaman
Donna Rickard	William Triplet
Linda Mai	Gordon A.
CA Sugarek	Toni Capretta
Robert Brooks	Steven & Mary Moore
Gary Guerrie	Jan Knopp

Charlie Knopp  
Bill Massey  
Gloria Millsap on behalf of Senator Joan Huffman

Susan Massey

**Call to order.**

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

**INVOCATION AND PLEDGE OF ALLEGIANCE:**

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

**CITIZENS' COMMENTS:**

**COUNCIL REGULAR AGENDA**

Consideration and possible action on Ordinance 2022-2670, amending the City of Freeport Zoning Ordinance by approving a Planned Unit Development District of approximately 13.71 acres of land located at Sailfish Ave; and amending the Official Zoning Map of the City to reflect the planned unit development zoning district to be known as PUD #2 and related development agreement.

Mayor Bass said there is one topic on the agenda tonight. He said at this time, Kisuma is withdrawing their request, for a Specific Use Permit to put in a Magnesium Filtration Plant. Mayor Bass said therefore the City of Freeport will not be considering approving or granting a Specific Use Variation for the Zoning from W1 to Industrial. He said this issue has now officially moot.

Adjourn

On a motion by Councilman Brimage, seconded by Councilman Pena, with a 5-0 vote, Mayor Bass adjourned the meeting at 6:03 P.M.

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Mayor, Brooks Bass  
City of Freeport, Texas

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City Secretary, Betty Wells  
City of Freeport, Texas



## City Council Agenda Item # 3

**Title:** Request for the road closure of West Second Street for 2021-2022 Brazosport High School Homecoming Parade

**Date:** 09/06/2022

**From:** Captain Danny Gillchriest

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**Staff Recommendation:**

Brazosport High School Homecoming Parade Committee is requesting the complete closure of West 2<sup>nd</sup> Street from the 900 block of West Second Street 1800 Block of West Second Street from 5:00pm till 6:30pm

**Item Summary:**

Annual Homecoming and Bon-Fire Parade for Brazosport High School

**Background Information:**

Brazosport High School has been having their Parade and Bon-Fire for 20 years. BISD Police Department is handling the parade, and the Freeport Police Department will assist in blocking Intersections and traffic control.

**Special Considerations** Brazosport High School is scheduled for their Annual Home Coming Parade and Bon- Fire for Wednesday, September 22,2022. The parade route will start in the 900 block of Second Street, in front of On the River Restaurant and Beech Street, traveling west bound down Second Street to Exporter Drive, in the 1600 block of West Second Street. The parade will be escorted by the Brazosport Independent School District Police Department. The Freeport Police Department will assist BISD on blocking the intersections along the parade route. The Parade will start staging at 5:00 PM, and promptly kick off at 5:30 PM

**Financial Impact:** None

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

**Supporting Documentation:** Map and letter from BISD.



Gateway  
Covenant Church

First Christian Church

OA Fleming  
Elementary School

Bon Fire Pile

**Brazosport Independent School District**  
Brazosport High School  
1800 West 2nd Street ★ Freeport, TX 77541 ★ 979-730-7260



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Date: August 29, 2022  
To: Chris Motley, Fire Chief  
From: Quinton Virgil, Principal  
CC: Randi Hunter, Senior Class Assistant Principal  
Jaime Moreno, and Paul Plank Bonfire Directors  
Re: Homecoming Bonfire

Mr. Motley,

At this time I would like to ask the Freeport Fire Department to allow and assist us with the lighting of the Brazosport High School Bonfire on Thursday, September 22, 2022. I along with several faculty, staff, parents, and students will be in attendance. We would like the bonfire to be lit at approximately 6:45 p.m. The bonfire is located at the old O.A. Flemming school as agreed upon in our meeting on August 19, 2022.

On behalf of myself and Brazosport High School I thank you for your continued assistance with this yearly tradition. The students and the entire Exporter family greatly appreciate you and the Freeport Fire Department.

If you have any questions or concerns I can be reached at 979-730-7260.

Sincerely,

A handwritten signature in black ink, appearing to read "Q. Virgil", written over a light blue circular stamp.

Quinton Virgil  
Principal  
Brazosport High School





## City Council Agenda Item # 4

**Title:** Interlocal Agreement with Brazoria County and the City of Freeport

**Date:** September 6, 2022

**From:** Lance Petty, Director of Public Works

---

**Staff Recommendation:**

Staff recommends renewing the annual interlocal agreement with Brazoria County

**Item Summary:**

With authorization to renew the annual interlocal agreement with Brazoria County, this allows the City to utilize Brazoria county to repair up to 2 miles of streets within the city each calendar year at a reduced cost to the city for repairs.

**Background Information:**

Annual renewal authorizing the Mayor to enter into agreement.

**Special Considerations:**

Under this agreement Staff will bring back to council for consideration and possible action specific streets for rehabilitation at a future meeting.

**Financial Impact:**

N/A

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

N/A

**Supporting Documentation:**

Interlocal Agreement with Brazoria County and the City of Freeport

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

**INTERLOCAL AGREEMENT**

This agreement is made at Angleton, Brazoria County, Texas between BRAZORIA COUNTY, TEXAS acting through its Commissioners' Court (hereinafter "COUNTY"), and the CITY OF FREEPORT, acting through its Mayor (hereinafter "CITY").

NOW THEREFORE, THE COUNTY AND THE CITY agrees as follows:

1.0 The term of this agreement shall be from October 1, 2022, to September 30, 2023. The AGREEMENT may be renewed annually by the written approval of COUNTY and CITY.

1.1 Pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and the Texas Transportation Code, Section 251.012, the COUNTY agrees to provide personnel and equipment at its own expense to assist in the construction, improvement, maintenance and/or repair of a street or alley located within the corporate limits of the CITY OF FREEPORT, subject to the approval of the County Engineer as set forth in Section 1.3, including sub grade preparation, base preparation, asphalt paving, culverts and ditch work, herbicide spraying, painting and striping roads, installation of permanent traffic signs, and other routine road maintenance operations. Any work performed on the City's streets and alleys which are not an integral part of, or a connecting link

to, other roads and highways is allowed if such work is determined to be a benefit to the County by Commissioners' Court. The CITY will provide materials, including fuel used by the equipment for these projects. All such materials shall be paid for by the CITY, and may be purchased through the County's suppliers. The CITY shall reimburse the cost of any work performed or obtained by the COUNTY, which is determined to be beyond the scope of this agreement, to the County.

1.2 The county work authorized by this AGREEMENT may be done:

- (1) By the COUNTY through use of county equipment;
- (2) By an independent contractor with whom the COUNTY has contracted for the provision of certain services and materials, conditioned on the CITY providing a purchase order to such independent contractor for the full amount of such services or materials.

1.3 During the term of this AGREEMENT when COUNTY work is requested, the Mayor of the City shall submit a request in writing to the County Engineer. The County Engineer and the Mayor of the City shall agree in writing as to the location and type of assistance to be provided pursuant to this AGREEMENT. It is expressly understood between the parties that the COUNTY shall have no authority or obligation to provide any service or work on any city street or alley not so agreed to in writing. The County Engineer is authorized to sign an acceptance statement for

each project at the appropriate time and authorize the work subject to be completed as the Road and Bridge Department schedules permit.

1.4 The parties intend that the COUNTY in performing such services shall act as an independent contractor and shall have control of the work and the manner in which it is performed. The COUNTY shall not be considered an agent, employee, or borrowed servant of the CITY.

1.5 For and in consideration of the above agreement by the County, the CITY agrees to provide all warning and safety signs and other safety protections as required when such work is being performed by the COUNTY.

1.6 The parties further agree that such work and materials are provided by the COUNTY without warranty of any kind to the CITY or any third party, and that the COUNTY has no obligation to provide any supplemental warranty work after a project's completion. The CITY agrees to provide any engineering or design work required for work done pursuant to this agreement.

## II.

2.0 The Parties expressly acknowledge that the City's and the County's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City or the County is invalid. Nothing in this Agreement requires that either the City or County incur debt, assess or collect funds, or create a sinking fund.

2.1 Payment for services or materials under this agreement shall be payable from current revenues available to the paying party.

III.

3.0 Either party may terminate this agreement upon thirty (30) day's written notice to the other party.

3.1 Nothing herein shall be construed to make either party a purchaser or consumer of goods or services from the other.

3.2 Nothing herein shall be construed to create any rights in third parties.

BRAZORIA COUNTY, TEXAS



By: L.M. "Matt" Sebesta Jr.  
Brazoria County Judge

By: Mayor

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

ATTEST:

\_\_\_\_\_  
CITY SECRETARY



## City Council Agenda Item # 5

**Title:** Consideration and possible action by City Council approving items for surplus and authorize the sale with an online auction using Public Surplus

**Date:** September 6, 2022

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

---

**Staff Recommendation:** Staff recommends City council approve the items designated as surplus and authorize staff to dispose of them through an online auction using Public Surplus.

**Item Summary**

Staff continues to identify items for surplus for housekeeping at city facilities.

**Background Information:**

The City of Freeport has worked with this online auction company previously and the auction was successful.

**Special Considerations:**

None.

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

None.

**Financial Impact:**

Public Surplus will collect sales tax of items sold at 8.25%. The City will allow bidders 5-business days to pick up items. If items are not picked up within this allotted time, the City will charge \$10 a day for 15 additional days as storage fees before items are considered abandoned by the bidder.

**Supporting Documentation:**

Items to be declared surplus.

Department	Description	Manufacturer	Model	Primary Location	Working or not working	VIN #	Speedometer Reading	Condition
POLICE DEPARTMENT	2014 CHEVY TRUCK	CHEVROLET	1500 LT	PUBLIC WORKS		3GCPKREA9DG313984	29,666	
POLICE DEPARTMENT	2016 FORD F-150 CREW TRUCK	FORD	F-150	PUBLIC WORKS	WORKING	1FTEW1C84GKD34381	220,838	
POLICE DEPARTMENT	2007 ZNEN MOPED	ZNEN	IT150T-5B	PUBLIC WORKS	UNKNOWN	LSYTCKPA971131150	375	
POLICE DEPARTMENT	2014 CHEVROLET TAHOE	CHEVROLET	TAHOE	PUBLIC WORKS		1GNLC2302ER159671	105,606	
POLICE DEPARTMENT	2015 CHEVROLET EQUINOX	CHEVROLET	EQUINOX	PUBLIC WORKS		2GNALAEK8F1132911	160,462	
POLICE DEPARTMENT	2013 CHEVROLET TAHOE	CHEVROLET	TAHOE	PUBLIC WORKS		1GNLC2E00DR253515	126,114	



## City Council Agenda Item # 6

**Title:** Annual Review of the Investment Report

**Date:** September 6, 2022

**From:** Cathy Ezell, Finance Director

---

**Staff Recommendation:**

Staff recommends approval of the City's Investment Policy

**Item Summary:**

Chapter 2256 of the Texas Government Code ("Public Funds Investment Act") requires an annual review of the City's Investment Policy. There are no proposed changes to the policy.

**Background Information:**

The purpose of City's Investment Policy is to provide direction for investing the funds of the City of Freeport and to comply with Chapter 2256 of the Texas Government Code ("Public Funds Investment Act"), which requires each entity to adopt a written investment policy regarding the investment of its funds and any funds under its control. The investment policy addresses the methods, procedures and practices that must be exercised to ensure effective and judicious fiscal management of the City's funds.

**Financial Impact:** N/A

**Supporting Documentation:**

Investment Policy





# **City of Freeport, Texas Investment Policy**

Revised  
September 7, 2021

# City Freeport Investment Policy

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## **I. Policy**

It is the policy of the City Freeport (the “City”) to administer and invest its funds in a manner that will preserve the principal and maintain the liquidity while meeting the daily cash flow requirements of the City. The City will conform to all federal, state and local statutes, rules and regulations governing the investment of the City’s funds.

Not less than annually, City Council shall adopt a written instrument by resolution stating that it has reviewed the Investment Policy and investment strategies and that the written instrument so adopted shall record any changes made to the Investment Policy or investment strategies.

## **II. Purpose**

The purpose of this policy is to provide direction for investing the funds of the City of Freeport and to comply with Chapter 2256 of the Texas Government Code (“Public Funds Investment Act”), which requires each entity to adopt a written investment policy regarding the investment of its funds and any funds under its control. The investment policy addresses the methods, procedures and practices that must be exercised to ensure effective and judicious fiscal management of the City’s funds.

## **III. Scope**

This investment policy applies to the safekeeping and investing of all financial assets of the City. These funds are accounted for in the City's Annual Financial Report and include all financial assets of all funds managed by the City, including but not limited to tax revenues, charges for services, bond proceeds, interest income, loans and funds received by the City where the City performs a custodial function. However, this policy does not apply to the assets administered for the benefit of the City by outside agencies under deferred compensation programs or other retirement programs.

## **IV. General Objectives**

The primary objectives, in priority order, of the City’s investment activities shall be safety, liquidity, and yield:

- A. **Safety** – Safety of the principal is the foremost objective of the investment **program**. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to minimize credit risk and interest rate risk.
  - i. **Credit Risk and Concentration of Credit Risk** – The City will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, and concentration of credit risk, the

risk of loss attributed to the magnitude of investment in a single issuer, by:

- Limiting investments to the safest types of securities,
- Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with which the City will do business, and;
- Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

ii. **Interest Rate Risk** – The City will manage the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity,
- Investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools, and;
- Diversify maturities and stagger purchase dates to minimize the impact of market movements over time.

B. **Liquidity** – The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. Furthermore, since all possible cash demands cannot be anticipated, a portion of the portfolio will be invested in money market mutual funds or local government investment pools that offer same-day liquidity for short-term funds. Additionally, securities held in the portfolio will have active secondary or resale markets.

C. **Public Trust** – All participants in the City’s investment process shall seek to act responsibly as custodians of the public trust. Investment officials shall avoid any transaction that might impair public confidence in the City’s ability to govern effectively.

D. **Yield** – The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is restricted to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed.

E. **Investments held to Maturity** - Securities shall not be sold prior to maturity with the following exceptions:

- 1) A security with declining credit may be sold early to minimize loss of principal.
- 2) Liquidity needs of the portfolio require that the security be sold.

City Council will be informed promptly in the event that a security is sold prior to maturity.

## V. **Standards of Care**

F. **Prudence** – The standard of prudence to be used by investing officials shall be the "prudent person" rule. This rule states that "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." The determination of whether an investing official has exercised prudence with respect to an investment decision shall be applied in the context of managing an overall portfolio rather than a consideration as to the prudence of a single investment.

Investment officials acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided that deviations from expectations are reported in a timely fashion and appropriate action is taken to control unfavorable developments.

G. **Ethics and Conflicts of Interest** – Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution and management of the investment program, or that could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City any material interests in financial institutions that conduct business with the City. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. (See Exhibit B.)

Furthermore, an investment official who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An investment official who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required

under this subsection must be filed with the Texas Ethics Commission and the City Council.

- H. **Delegation of Authority** – Authority to manage the City's investment program is granted to the Investment Officer (s) as listed in Exhibit A. Responsibility for the operation of the investment program is hereby delegated to the Investment Officer, who shall act in accordance with established procedures and internal controls for the operation of the investment program consistent with this investment policy. This policy includes explicit delegation of authority to persons responsible for investment transactions. (See Exhibit A) No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer. The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate activities of subordinate officials.
- I. **Training** – Investment officials must complete at least 10 hours of investment training within 12 months of taking office or assuming duties and shall attend an investment training session not less than once in a two-year period and receive not less than 8 hours of instruction relating to investment responsibilities. The City shall provide the training through courses and seminars offered by professional organizations and associations to insure the quality and capability of the City's investment personnel making investment decisions in compliance with Public Funds Investment Act (PFIA). Professional organizations and associations that may provide investment training included the Government Treasurer's Organization of Texas, the University of North Texas, the Government Finance Officers Association of Texas, or the Texas Municipal League.
- J. **Internal Controls** – The Investment Officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (a) the cost of a control should not exceed the benefits likely to be derived and (b) the valuation of costs and benefits requires estimates and judgments by management.

## VI. Safekeeping and Custody

- A. **Authorized Broker/Dealers and Financial Institutions** – The Investment Officer will maintain a list of financial institutions and security broker/dealers authorized to provide investment services (Exhibit C) to the City. This list shall be reviewed, revised as necessary and adopted at least annually.

Any person or business entity wishing to be listed as authorized to provide investment services will be required to provide a certification stating the firm has received, read and understood the Entity's investment policy and agree to comply with the policy (Exhibit D). Authorized firms may include primary dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (Uniform Net Capital Rule), and qualified depositories. All investment providers, including financial institutions, banks, money market mutual funds, and local government investment pools, must sign a certification acknowledging that the organization has received and reviewed the Entity's investment policy and that reasonable procedures and controls have been implemented to preclude investment transactions that are not authorized by the Entity's policy. No security, even if otherwise authorized by this policy, may be acquired from an investment provider who has not complied with this requirement.

No securities may be acquired from entities not qualified under this section.

- B. Competitive Purchasing** – The City's policy requires competitive quotes for all individual security purchases and sales except for a) transactions with money market mutual funds and local government investment pools; b) treasury and agency securities purchased at issue through an approved broker/dealer or financial institution; and c) exceptions approved by the Investment Officer on a case by case basis. These exceptions will take into consideration the investment type, maturity date, amount to be invested, and disruption to the City's investment strategy.

Quotes may be accepted orally, in writing, electronically or in any combination of these methods.

- C. Delivery vs. Payment** – All trades apart from investment pools and mutual funds will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds. Securities and collateral will be held in the City's name by a third-party custodian as evidenced by safekeeping receipts of the institution with which the securities are deposited.

## **VII. Suitable and Authorized Investments**

- A. Eligible Investments** – Assets of the City may be invested in the following instruments described below. All these investments are authorized by the Public Funds Investment Act. Only those instruments listed in this section are authorized.

1. Obligations of the United States of America, its agencies and instrumentalities
  2. Certificates of Deposit issued by a depository institution that has its main office or a branch in Texas. The certificate of deposit must be guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor and secured by obligations in a manner and amount as provided by law. In addition, certificates of deposit obtained through a depository institution which are fully collateralized under a pledge agreement approved by the City are authorized investments.
  3. No-load Money Market Mutual Funds that 1) are registered and regulated by the Securities and Exchange Commission, 2) have a dollar weighted average stated maturity of 90 days or less, 3) seek to maintain a net asset value of \$1.00 per share and 4) are rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service.
  4. Local Government Investment Pools, authorized by a separate resolution, which meet the requirements of Chapter 2256.016 of the Public Funds Investment Act and are rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service.
- B. Collateralization** – Collateralization will be required on all funds on deposit with a depository bank, other than investments. To anticipate market changes and provide a level of security for all funds, the collateralization level will be one hundred two percent (102%) of market value of principal and accrued interest on the deposits, less an amount insured by the FDIC.

Securities pledged as collateral will be held in the City's name by an independent third party with whom the City has a current custodial agreement. The Investment Officer is responsible for entering into collateralization agreements with third party custodians in compliance with this Policy. The agreements are to specify the acceptable investment securities for collateral, including provisions relation to possession of the collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained. Collateral shall be reviewed at least quarterly to assure that the market value of the pledged securities is adequate.

- C. Existing Investments** – Any investment currently held that does not meet the guidelines of this policy, but were authorized investments at the time of purchase, is not required to be liquidated; however, the City



shall take all prudent measures consistent with this Investment Policy to liquidate an investment that does not or no longer qualifies as an authorized investment.

### **VIII. Investment Parameters**

**D. Diversification** – The investments shall be diversified by security type and institution. Except for U.S. Treasury securities and authorized pools, the City will diversify the entire portfolio to comply with the investment strategy; however, in no case shall any single investment transaction be more than five-percent (5%) of the entire portfolio.

**E. Maximum Maturities** – To the extent possible, the City shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than three (3) years from the date of purchase. The composite portfolio will have a weighted average maturity of 365 days or less. This dollar weighted average maturity will be calculated using the stated final maturity dates of each security.

### **IX. Investment Strategies**

The City maintains separate portfolios for individual funds or groups of funds that are managed according to the terms of this Policy and the corresponding investment strategies listed in Exhibit E. The investment strategy for portfolios established after the annual Investment Policy review and adoption will be managed in accordance with the terms of this Policy and applicable agreements until the next annual review when a specific strategy will be adopted.

The City maintains a pooled fund group that is an aggregation of the majority of City funds including tax receipts, enterprise fund revenues, fine and fee revenues, as well as some, but not all, bond proceeds, and grants. This portfolio is maintained to meet anticipated daily cash needs for City operations, capital projects and debt service.

The objectives of this portfolio are to ensure safety of principal; ensure adequate investment liquidity; limit market and credit risk through diversification; and attain the best feasible yield in accordance with the objectives and restrictions set for in this Policy.

### **X. Reporting**

**F. Methods** – The Investment Officer shall prepare an investment report at least quarterly, including a management summary that provides an analysis of the status of the current investment portfolio and

transactions made over the last quarter. This management summary will be prepared in a manner consistent with the requirements of Section 2256.023 (Internal Management Reports) of the PFIA, and that will allow the City to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the City Council.

**G. Annual Audit** - The City's external independent auditor shall formally review the quarterly reports, compliance with this policy, and internal management controls over investments in conjunction with the annual financial audit. The results of the review will be reported to the City Council.

**H. Performance Standards** - The investment portfolio shall be managed in accordance with the objectives specified in this policy (safety, liquidity, and yield). The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. The Investment Officer shall determine whether market yields are being achieved by comparing the portfolio market yield to the three (3) month U.S. Treasury Bill, the six (6) month U.S. Treasury Bill and the two (2) year U.S. Treasury Note.

**I. Marking to Market** - The market value of the portfolio shall be calculated at least monthly and a statement of the market value of the portfolio shall be issued at least quarterly. The market value of each investment shall be obtained from an independent source such as the Wall Street Journal, a reputable brokerage firm or security pricing service and reported on the investment reports.

## **XI. Record Retention**

Records related to the City's investment activities will be maintained as recommended by the *Texas State Library Municipal Records Manual*. The Investment Officer, in conjunction with the City Secretary is responsible for filing and storing records of investment activity.

## **Exhibits**

**EXHIBIT A**

**List of Authorized Investment Officers**

City of Freeport City Manager

City of Freeport Finance Director

City of Freeport Financial Analyst

**EXHIBIT B**

**Statement of Ethics and Conflicts of Interest**

Investment officials for the City Freeport shall refrain from personal business relationships with business organizations that could conflict with the proper execution of the investment program, or which could impair their ability to make partial investment decisions. This would only apply to personal business relationships with business organizations that have been approved by City Council to conduct investment transactions with the City.

An investment official is considered to have a personal business relationship with a business organization if:

- (1) The investment official owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business.
- (2) Funds received by the investment official from the business organization exceed 10 percent of the investment official's gross income for the previous year.
- (3) The investment official has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment official.

I do hereby certify that I do not have a personal business relationship with any business organization approved to conduct investment transactions with the City Freeport, nor am I related within the second degree by affinity or consanguinity, as determined under Chapter 573, to an individual seeking to sell an investment to the Freeport as of the date of this statement.

City of Freeport  
Investment Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## **EXHIBIT C**

### **Approved Broker/Dealers, Financial Institutions and Investment Pools**

#### **Broker/Dealers**

#### **Financial Institutions**

Texas Gulf Bank, N.A. (Primary Depository)

U.S. Bank, N.A.

#### **Investment Pools**

TexPool

**EXHIBIT D**

**Certification by Broker/Dealers and Financial Institutions**

(date)

City of Freeport, Texas  
Attn: Finance  
200 W. 2nd Street  
Freeport, TX 77541

Dear Ms. Russell:

This certification is executed on behalf of the City of Freeport, Texas (the Investor) and \_\_\_\_\_ (the Business Organization), pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code, (the Act) in connection with investment transactions conducted between the Investor and Business Organization.

The undersigned Registered Principal of the Business Organization hereby certifies on behalf of the Business Organization that:

1. The undersigned is a Registered Principal of the Business Organization offering to enter an investment transaction with the Investor (Note: as such terms are used in the Public Funds Investment Act, chapter 2256, Texas Local Government Code) and;
2. The Registered Principal of the Business Organization has received and reviewed the Investment Policy furnished by the Investor and;
3. The Registered Principal of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the Investor that are not authorized by the Investor's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the investor's entire portfolio or requires and interpretation of the subjective investment standards.

**Registered Principal**

**Broker Assigned to the Account**

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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## EXHIBIT E

### Investment Strategy

The City of Freeport's investment portfolio will be designed and managed to ensure that it will meet all the requirements established by the City's investment policy and the Public Funds Investment Act. The overall investment strategy outlined in the investment policy has been further refined in this investment strategy statement by the following fund types.

#### **Operating Funds:**

Operating Funds generally have greater cash flow needs than other funds types. The operating fund portfolio may consist of any approved investment type with the understanding that the financial requirements of the operating funds will dictate the maturity dates of the investment. At utmost importance is the preservation and safety of the investment principal.

Additionally each investment will be viewed for its liquidity and marketability of the investment if the need arises to liquidate the investment before maturity. The final determining factors for the investment strategy will be the diversification of the investment portfolio and the yield of the investment.

To achieve short-term needs of one (1) to one hundred and eighty (180) days, funds will be invested in approved investment pools. For longer-term needs of six (6) months to five (5) years, funds will be invested in approved investments with objectives prioritized as follows:

- 1) understanding the suitability of the investment to the financial requirements of the City of Freeport;
- 2) preservation and safety of principal;
- 3) liquidity;
- 4) marketability of the investment if the need arises to liquidate the investment before maturity;
- 5) diversification of the investment portfolio; and
- 6) yield.



---

**Debt Service Funds:**

The debt service requirements are semi-annual, thus allowing the investment strategy to mirror debt obligation payment dates. The strategy for debt service funds allows greater flexibility since the actual requirements are known into the future. Investments will still meet the adopted policies; however, planning maturity dates to match debt requirement dates will be the primary objective.

The investment instruments will be primarily in approved investment types with maturities at six or twelve months established to match debt requirement dates. Shorter-term investment may be used to meet these objectives and longer-term investments may be used when fund balance reserves exceed one year's debt service requirements.

To achieve this strategy the following objectives are prioritized to evaluate investment opportunities:

- 1) understanding the suitability of the investment to the financial requirements of the City Freeport;
- 2) preservation and safety of principal;
- 3) yield;
- 4) marketability of the investment if the need arises to liquidate the investment before maturity;
- 5) diversification of the investment portfolio; and
- 6) liquidity.

**Capital Improvement Funds:**

Bond proceeds can be invested over the life of the project; however, the exact disbursement of the funds is not always known. The investment objective of the capital improvement funds is to schedule maturities to maximize investment earnings while preserving principle. The key to an effective strategy is to be aware of the project needs and match maturities to the period funds are needed.

The investment objective for capital projects funds is still to match investment maturities with funding needs. As short-term needs are recognized investment maturities will be moved into approved investment pools to meet financial requirements. Longer-term needs will be invested with the following objectives as prioritized for capital improvement funds:

- 1) understanding the suitability of the investment to the financial requirements of the City of Freeport;
- 2) preservation and safety of principal;
- 3) diversification of the investment portfolio;
- 4) yield;
- 5) liquidity; and
- 6) marketability of the investment if the need arises to liquidate the investment before maturity.

**Reserve Funds:**

Certain reserve funds have been established as required by bond covenants. The investment objective is to invest reserve funds to the extent that maturities are established to the limit of the investment policy or to the end of the bond requirements whichever is shorter.

The overall investment strategy for reserve funds will not rely on investment pools; however, the use of pools is not prohibited. Longer-term investment objectives are prioritized as follows:

- 1) understanding the suitability of the investment to the financial requirements of the City of Freeport;
- 2) diversification of the investment portfolio;
- 3) preservation and safety of principal;
- 4) yield;
- 5) liquidity; and
- 6) marketability of the investment if the need arises to liquidate the investment before maturity.



## City Council Agenda Item # 7

**Title:** Consider approving the Employee Holiday Calendar for Fiscal Year 2022-2023

**Date:** September 6, 2022

**From:** Cathy Ezell, Finance Director

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**Staff Recommendation:**

Staff recommends approving the Employee Holiday Calendar for Fiscal Year 2022-2023.

**Item Summary:**

The Employee Holiday Calendar for Fiscal Year 2022-2023 will set the dates of the paid holidays for employees.

**Background Information:**

Each year the City allots 13.5 days of paid holidays per the City's Personnel Policy.

**Special Considerations:** N/A

**Financial Impact:**

The paid holidays are included in the Fiscal Year 2022-2023 Budget.

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

**Supporting Documentation:**












Employee Holiday Calendar

# Employee Holiday Calendar

## Fiscal Year 2022 - 2023

**NOTE:** Holiday schedules for Fire and Police Department Employees may vary due to 24/7 coverage requirement. Please refer to Departmental Policies.

The City Manager may revise this employee holiday calendar at any time based on the needs of the City.

	VETERAN'S DAY	FRIDAY	NOVEMBER 11, 2022
	THANKSGIVING	THURSDAY	NOVEMBER 24, 2022
	THANKSGIVING	FRIDAY	NOVEMBER 25, 2022
	CHRISTMAS	FRIDAY	DECEMBER 23, 2022
	CHRISTMAS	MONDAY	DECEMBER 26, 2022
	NEW YEAR'S EVE - HALF DAY	FRIDAY	DECEMBER 30, 2022 (CITY HALL CLOSES at NOON)
	NEW YEAR'S DAY	MONDAY	JANUARY 2, 2023
	MARTIN L. KING DAY	MONDAY	JANUARY 16, 2023
	PRESIDENT'S DAY	MONDAY	FEBRUARY 20, 2023
	GOOD FRIDAY	FRIDAY	APRIL 7, 2023
	MEMORIAL DAY	MONDAY	MAY 29, 2023
	INDEPENDENCE DAY	TUESDAY	JULY 4, 2023
	LABOR DAY	MONDAY	SEPTEMBER 4, 2023
	BIRTHDAY	EMPLOYEE'S BIRTH DATE	<p><b>BIRTH DATE *</b></p> <p>*Can be used on birthday or within the work week when birthday occurs.</p> <p>**Per Local Government Code Fire/EMS Dept. observes Patriot Day on 9-11; this replaces the Birthday holiday in Fire/EMS Dept.</p>



## City Council Agenda Item # 8

**Title:** Public Hearing on the removal from park use, 13.153 acres of land currently used for the ISD Baseball and Softball facilities, to be transferred to the Brazosport ISD.

**Date:** September 6, 2022

**From:** Tim Kelty, City Manager

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**Staff Recommendation:** Conduct a public hearing on the removal from park use of 13.153 acres of land currently used for the ISD Baseball and Softball facilities, to be transferred to the Brazosport ISD.

**Item Summary:** In consideration this transfer, the City Attorney has recommended, that the City Council conduct a public hearing on the matter, as the first step in fully complying with state requirements in regard to the transfer.

**Background Information:** Last year, City Council approved an agreement with the Brazosport ISD to exchange this property for the property on which OA Fleming is located. The City had previously entered into a long term interlocal agreement with the ISD in regard to the land. In exchange for the schools use of the land for its Baseball and Softball facilities the ISD allowed the city to use its property at OA Fleming for public Soccer fields. The public recently approved a major bond that would allow for the ISD to make major re-investment in their baseball and softball facilities but they felt it important that they actually owned the land on which the improvements were being made and as a result requested the transfer.

**Special Considerations:** None

**Financial Impact:** None

**Board or 3<sup>rd</sup> Party recommendation:** City attorney has recommended this course of action.

**Supporting Documentation:** None



## City Council Agenda Item # 9

**Title:** Public Hearing Regarding FY2022-203 Proposed Budget

**Date:** September 6, 2022

**From:** Cathy Ezell, Finance Director

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**Staff Recommendation:**

N/A

**Item Summary:**

On August 1, 2022, the City Manager and Finance Director presented a proposed budget for the Fiscal Year 2022-2023 which was filed with the City Secretary and posted on the City website as required by Local Government Code Section 102.005.

The adjustments identified below have been made from the originally proposed budget under the General Fund.

**Expenditures:**

- Decreased expenditures by a total of \$443,031 in the following departments by the amounts below:
  - Administration – (\$84,598)
  - Police – (\$118,252)
  - Fire – (\$1,200)
  - Building – (\$51,769)
  - Code – (\$200)
  - Streets – (\$49,792)
  - Service Center – (\$100)
  - Parks – (\$1,200)
  - Recreation Center – (78,430)
  - Museum – (\$57,940)
  - Golf – (\$750)
- An Information Technology Department was created. This has a zero affect on the overall expenditure budget because funds were transferred from other departments to fund this department.

The Water/Sewer Fund expenditures were decreased by \$176,395. This decrease is attributed to Veolia revised cost revisions.

The 2020 Certificates of Obligation Fund expenditures were decreased based on actual expenditures.

**Changes in Expenditures from original Proposed Budget:**

Fund	FY2022-2023 Proposed Budget	Adjustments	FY2022-2023 Adopted Budget
<b>General Fund</b>			
Administration	2,040,999	(248,321)	1,792,678
Information Technology	-	229,627	229,627
Municipal Court	233,301	(2,000)	231,301
Police/Animal Control	5,296,803	(156,012)	5,140,791
Fire/Emergency Management	1,443,746	(18,135)	1,425,611
EMS	969,551	-	969,551
Streets/Drainage	1,533,031	(50,691)	1,482,340
Service Center	201,988	(100)	201,888
Beach Maintenance	42,850	-	42,850
Garbage	720,000	-	720,000
Building	361,731	(53,069)	308,662
Code Enforcement	485,792	(5,800)	479,992
Library	41,535	-	41,535
Parks	1,295,229	(1,200)	1,294,029
Recreation	651,270	(78,430)	572,840
Sr. Citizen's Commission	7,500	-	7,500
Golf Course	1,236,899	(1,230)	1,235,669
Historical Museum	414,011	(58,420)	355,591
Emergency Management	-	-	-
<b>General Fund Total</b>	<b>16,976,236</b>	<b>(443,781)</b>	<b>16,532,455</b>
<b>Water/Sewer Fund</b>	<b>6,321,244</b>	<b>(176,395)</b>	<b>6,144,849</b>
<b>Other Funds</b>			
Capital Debt Service	801,790	-	801,790
Court Security	23,400	-	23,400
Court Technology	10,800	-	10,800
Hotel/Motel	30,250	-	30,250
TIRZ	-	-	-
State Narcotics	21,000	-	21,000
Facilities CIP	996,095	-	996,095
Vehicle & Equipment Fund	1,081,000	-	1,081,000
Streets & Drainage CIP	1,462,000	-	1,462,000
Information Technology Fund	-	-	-
2020 Cert of Obligation	2,620,643	(252,000)	2,368,643
2021 Cert of Bond Fund	1,500,000	-	1,500,000
<b>Other Funds Total</b>	<b>8,546,978</b>	<b>(252,000)</b>	<b>8,294,978</b>

<b>Total Expenditures</b>	<b>31,844,458</b>	<b>(872,176)</b>	<b>31,148,676</b>
<b>Transfers</b>	<b>3,887,545</b>	<b>-</b>	<b>3,887,545</b>
<b>Grand Total Budget</b>	<b>35,732,003</b>	<b>(872,176)</b>	<b>35,036,221</b>

**Background Information:**

Per Section 102.006 of the Local Government Code, the City must hold a public hearing on the proposed budget. Any person may attend and may participate in the hearing. The governing body shall set the hearing for a date occurring after the 15th day after the date the proposed budget is filed with the municipal clerk but before the date the governing body makes its tax levy. Notice of this hearing was made in compliance with Section 102.005(b) of Local Government Code.

**Special Considerations:**

N/A

**Financial Impact:**

The Proposed Budget has been updated for expenditure reductions. These reductions to reduce the service levels of the Recreation Center and maintains current service levels throughout all other departments. At this time, the Proposed General Fund Budget has expected excess revenues over \$3,330,754. This excess plus reserves are being used to fund \$4,133,114 in one-time capital expenditures. The General Fund is budgeted to have \$4,133,114 in reserves at the end of FY2022-2023. The total Budget (which includes all Funds) is approximately \$35 million.

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

N/A

**Supporting Documentation:**

N/A





## City Council Agenda Item # 10

**Title:** Consideration of an Ordinance Adopting FY2022-2023 Budget

**Date:** September 6, 2022

**From:** Cathy Ezell, Finance Director

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**Staff Recommendation:**

If no changes are proposed to the budget as presented, staff recommends approval of the Ordinance. If changes are proposed staff recommends that the item be tabled. We will make the recommended changes and bring this item, along with the Tax Rate for final action at a Special Meeting on Monday September 12, 2022 at 5:30 PM.

**Item Summary:**

Per section 102.007 of the Texas Local Government Code, at the conclusion of the public hearing, the governing body of the municipality shall take action on the proposed budget. A vote to adopt the budget must be a record vote. Upon final adoption, the budget shall be in effect for the fiscal year. As required by law, once approved, the Budget Cover Page will be updated with the following statement: "This budget will raise more revenue from property taxes than last year's budget by an amount of \$38,410, which is a 1.02 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$42,232." A copy of the budget, as finally adopted, will be filed with City Secretary and the County Clerk of Brazoria County. The final budget will also be made available on the City's website.

**Background Information:**

On August 1, 2022, the City Manager presented to the City Council a proposed budget for the fiscal year 2023 which was filed with the City Secretary and posted on the City website as required by Local Government Code Section 102.005. Additionally, a notice as required by Section 102.006 of the Local Government Code, was published to conduct a public hearing on such budget on September 6, 2022. During such 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.

**Special Considerations:**

Per Section 9.11 of the City's Charter, "the budget shall be finally adopted not later than fifteen (15) days prior to the beginning of the fiscal year and should the City Council fail to so adopt a budget, the then existing budget together with its tax levying ordinance and its appropriation ordinance shall be deemed adopted for the ensuing fiscal year. If delayed by a situation beyond control of the City it shall be acted on as soon as practicable."

**Financial Impact:**

The proposed Ordinance appropriates expenditures for the fiscal year beginning October 1, 2022 through September 30, 2023.

**Supporting Documentation:**  
Ordinance

**ORDINANCE NO. 2022-2674**

**AN ORDINANCE APPROVING AND ADOPTING THE CITY OF FREEPORT, TEXAS, ANNUAL GOVERNMENTAL AND PROPRIETARY FUNDS BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; MAKING APPROPRIATIONS FOR CITY OPERATIONS FOR SUCH FISCAL YEAR AS REFLECTED IN SUCH BUDGET; AUTHORIZING VARIOUS OTHER TRANSFERS; MAKING CERTAIN FINDINGS AND CONTAINING CERTAIN PROVISIONS RELATING TO THE SUBJECT; PROVIDING A SEVERANCE CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

WHEREAS, on August 1, 2022, the City Manager presented to the City Council a proposed budget of the expenditures of the City of Freeport for the fiscal year 2023 and the proposed budget was filed with the City Secretary and posted on the City website as required by Local Government Code Section 102.005; and

WHEREAS, pursuant to notice as required by Section 102.006 of the Local Government Code, on September 6, 2022, a public hearing on such budget was held in the Council Chambers, at which hearing all citizens and taxpayers of the City had the right to be present and to be heard, and those who requested to be heard were heard; and

WHEREAS, the City Council has considered the proposed budget 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; and

WHEREAS, such changes are described in Exhibit A

WHEREAS, under Chapter 9 of said Charter, the governing body of the municipality is required to adopt a budget not later than fifteen (15) days prior to the beginning of the fiscal year; and,

**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. In accordance with the provisions of Local Government Code Section 102.007, the City Council hereby approves and adopts the budget described above, the same as shown in Exhibit A, all of which are attached and incorporated herein. The City Secretary is hereby directed to place on such budget and to sign an endorsement reading as follows: " The Original Annual Budget of the City of Freeport, Texas, for Fiscal Year 2022-2023" and to keep such budget on file in her office as a public record. In addition, in accordance with Section 102.009 (d), Texas Local Government Code, the City Secretary is hereby directed to file a true copy of the approved Budget in the offices of the county clerks of the counties in which the City is located.

Section 3. The FY2022-2023 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 a 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 annually under the condition the "undesignated" reserve/contingency funds in general revenue does not exceed eight million dollars. All reserve/contingency funds may only be used with the specific consent of the City Council for unforeseen contingencies by the City Manager.

Section 4. That the Beginning Fund Balance reflected in the budget for each fund for which a Budget is adopted shall be adjusted to be the amount of the Ending Fund Balance for Fiscal Year 2021-2022 as reflected in the final Comprehensive Annual Financial Report for Fiscal Year 2021-2022 upon publication. The revised Beginning Fund Balance shall thereafter be used to calculate the Fiscal Year 2022-2023 Ending Fund Balance.

Section 5. That the budget for Fiscal Year 2022-2023 shall be increased for valid outstanding encumbrances at the conclusion of Fiscal Year 2021-2022. Said increased appropriations shall be equal to the outstanding and valid encumbrances and shall be recorded in the appropriate accounts.

Section 6. All ordinances and resolutions, and parts of ordinances and resolutions in conflict herewith, are hereby repealed.

Section 7. A copy of the final approved budget shall be filed with the City Secretary and posted on the website in accordance with Local Government Code Section 102.008.

Section 8. 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 be effective from and after its passage and the annual budget adopted hereby shall be in effect for the Fiscal Year of the City beginning October 1, 2022 and ending September 30, 2023.

PASSED AND ADOPTED this \_\_\_\_\_ day of September 2022.

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

ATTEST:

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

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
City Attorney

**EXHIBIT "A"**  
**City of Freeport FY2022-2023 Adopted Budget**

Fund	FY2022-2023 Proposed Budget	Adjustments	FY2022-2023 Adopted Budget
<b>General Fund</b>			
Administration	2,040,999	(248,321)	1,792,678
Information Technology	-	229,627	229,627
Municipal Court	233,301	(2,000)	231,301
Police/Animal Control	5,296,803	(156,012)	5,140,791
Fire/Emergency Management	1,443,746	(18,135)	1,425,611
EMS	969,551	-	969,551
Streets/Drainage	1,533,031	(50,691)	1,482,340
Service Center	201,988	(100)	201,888
Beach Maintenance	42,850	-	42,850
Garbage	720,000	-	720,000
Building	361,731	(53,069)	308,662
Code Enforcement	485,792	(5,800)	479,992
Library	41,535	-	41,535
Parks	1,295,229	(1,200)	1,294,029
Recreation	651,270	(78,430)	572,840
Sr. Citizen's Commission	7,500	-	7,500
Golf Course	1,236,899	(1,230)	1,235,669
Historical Museum	414,011	(58,420)	355,591
Emergency Management	-	-	-
<b>General Fund Total</b>	<b>16,976,236</b>	<b>(443,781)</b>	<b>16,532,455</b>
<b>Water/Sewer Fund</b>	<b>6,321,244</b>	<b>(176,395)</b>	<b>6,144,849</b>
<b>Other Funds</b>			
Capital Debt Service	801,790	-	801,790
Court Security	23,400	-	23,400
Court Technology	10,800	-	10,800

Hotel/Motel	30,250	-	30,250
TIRZ	-	-	-
State Narcotics	21,000	-	21,000
Facilities CIP	996,095	-	996,095
Vehicle & Equipment Fund	1,081,000	-	1,081,000
Streets & Drainage CIP	1,462,000	-	1,462,000
Information Technology Fund	-	-	-
2020 Cert of Obligation	2,620,643	(252,000)	2,368,643
2021 Cert of Bond Fund	1,500,000	-	1,500,000
<b>Other Funds Total</b>	<b>8,546,978</b>	<b>(252,000)</b>	<b>8,294,978</b>
<b>Transfers</b>	<b>3,887,545</b>	<b>-</b>	<b>3,887,545</b>

*NOTE: Expenses for the Employee Benefit Fund is not included in the Citywide Total above to avoid duplication of the amounts shown as part of the General and Utility Fund budgets that are transfers to this fund for services.*



## City Council Agenda Item # 11

**Title:** Public Hearing Regarding Proposed Property Tax Rate for the 2022 Tax Year

**Date:** September 6, 2022

**From:** Cathy Ezell, Finance Director

**Staff Recommendation:**

N/A

**Item Summary:**

A tax rate of \$0.60 per \$100 valuation has been proposed for adoption. This hearing is the only public hearing required.

**Background Information:**

A tax rate of \$0.60 per \$100 valuation has been proposed for adoption. This rate is higher to the No-New Revenue rate and lower than the Voter Approval and De Minimis rates. This rate exceeds the No-New Revenue rate, and state law requires that one public hearing be held by the governing body before adopting the proposed tax rate. The tax rate can be adopted on the same day as the public hearing.

Line	Description of Rate	Total Rate	M & O Rate	Debt Rate	% Over NNR	General Fund (M&O) Revenue	Budget Impact from M&O Rate
1	No New Revenue Tax Rate	<b>0.597073</b>	0.520070	0.077003		\$3,259,254	\$9,254
2	No New Revenue M&O Rate	<b>0.574678</b>	0.497675	0.077003	- <b>3.6%</b>	\$3,118,905	-\$131,095
3	<b><i>Last Year's Tax Rate (Proposed Rate 2022)</i></b>	<b>0.600000</b>	0.522997	0.077003	<b>.49%</b>	\$3,277,597	\$27,597
4	Voter Approval Tax Rate	<b>0.616028</b>	0.539025	0.077003	<b>3.2%</b>	\$3,378,044	\$128,044
5	Maximum Rate	<b>0.61000</b>	0.532997	0.077003	<b>2.2%</b>	\$3,340,266	\$90,266

The No New Revenue Tax rate is the tax rate at which the City will not receive any additional revenue on the re-evaluation of property, but will received the new revenue generated from new property on the tax roll. The Voter Approval Rate is the tax rate at which the City will receive 3.2% of increased revenue from the re-evaluation of property plus any new property added to the



tax roll. Any rate over the Voter Approval Rate will require the City to hold an election on the property tax rate.

**Special Considerations:** N/A

**Financial Impact:**

Taxes owed under any of the above rates can be calculated as follows:

$$\text{Property Tax Amount} = (\text{Rate}) \times (\text{Taxable Value of Property}) / 100$$

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

**Supporting Documentation:**

- Notice of 2022 Tax Year Proposed Property Tax Rate for the City of Freeport
- Worksheet for Determination of Steps Required for Adoption of Tax Rate

## Notice about 2022 Tax Rates

Property tax rates in CITY OF FREEPORT.

This notice concerns the 2022 property tax rates for CITY OF FREEPORT. This notice provides information about two tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per \$100 of property value.

<b>This year's no-new-revenue tax rate</b>	\$0.597073/\$100
<b>This year's voter-approval tax rate</b>	\$0.616028/\$100

To see the full calculations, please visit <https://www.brazoriacountytx.gov/departments/legal-notices> for a copy of the Tax Rate Calculation Worksheet.

### Unencumbered Fund Balances

The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligation.

Type of Fund	Balance
Maintenance & Operations	5,271,784
Interest & Sinking	54,000

### Current Year Debt Service

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
2008	285,000	10,802	750	296,552
2008	55,000	142,038	750	197,788

Total required for 2022 debt service	\$494,340
- Amount (if any) paid from funds listed in unencumbered funds	\$0
- Amount (if any) paid from other resources	\$0
- Excess collections last year	\$0
= Total to be paid from taxes in 2022	\$494,340
+ Amount added in anticipation that the unit will collect only 101.30% of its taxes in 2022	\$-6,344
= Total debt levy	\$487,996

This notice contains a summary of actual no-new-revenue and voter-approval calculations as certified by Kristin R. Bulanek, Brazoria County Tax Assessor-Collector on 08/16/2022 .

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

**Section 26.05(b) of Property Tax Code**  
**Worksheet for Determination of Steps Required for Adoption of Tax Rate**  
**CITY OF FREEPORT**

<b>M&amp;O Tax Increase in Current Year</b>	
1. Last year's taxable value, adjusted for court-ordered reductions. Enter Line 8 of the No-New-Revenue Tax Rate Worksheet.	\$630,677,329
2. Last year's M&O tax rate. Enter Line 28 of the Voter-Approval Tax Rate Worksheet.	\$0.496691/\$100
3. M&O taxes refunded for years preceding tax year 2021. Enter Line 31A of the Voter-Approval Tax Rate Worksheet.	\$15,364
4. TIF Adjustment. Enter Line 31B of the Voter-Approval Tax Rate Worksheet.	\$28,974
5. Last year's M&O tax levy. Multiply line 1 times line 2 and divide by 100. To the result, add line 3 and subtract line 4.	\$3,118,907
6. This year's total taxable value. Enter line 21 of the No-New-Revenue Tax Rate Worksheet.	\$633,733,883
7. This year's proposed M&O tax rate. Enter the proposed M&O tax rate approved by the Governing Body.	\$0.532997/\$100
8. This year's M&O tax levy. Multiply line 6 times line 7 and divide by 100.	\$3,377,783
9. M&O Tax Increase (Decrease). Subtract line 5 from line 8.	\$258,876
<b>Comparison of Total Tax Rates</b>	
10. No-New-Revenue Total Tax Rate.	\$0.597073/\$100
11. This year's proposed total tax rate.	\$0.610000/\$100
12. This year's rate minus No-New-Revenue rate. Subtract line 10 from line 11.	\$0.012927
13. Percentage change in total tax rate. Divide Line 12 by line 10.	2.17%
<b>Comparison of M&amp;O Tax Rates</b>	
14. No-New-Revenue M&O Tax Rate. Enter line 39 of the Voter-Approval Tax Rate Worksheet.	\$0.497675/\$100
15. This year's proposed M&O tax rate.	\$0.532997/\$100
16. This year's rate minus No-New-Revenue rate. Subtract line 14 from line 15.	\$0.035322
17. Percentage change in M&O tax rate. Divide line 16 by line 14.	7.10%
<b>Raised M&amp;O Taxes on a \$100,000 Home</b>	
18. This year's taxable value on a \$100,000 home.	\$100,000
19. Last year's M&O tax rate.	\$0.496691/\$100
20. This year's proposed M&O tax rate.	\$0.532997/\$100
21. This year's raised M&O taxes. Subtract line 19 from line 20 and multiply result by line 18.	\$36.31



## City Council Agenda Item # 12

**Title:** Consideration and Possible Action Regarding an Ordinance Establishing a Tax Rate for the 2022 Tax Year.

**MOTION MUST BE – I MOVE THAT THE PROPERTY TAX RATE BE INCREASED BY THE ADOPTION OF A TAX RATE OF \$0.600000, WHICH IS EFFECTIVELY A 1.02 PERCENT INCREASE IN THE TAX RATE.**

**Date:** September 6, 2022

**From:** Cathy Ezell, Finance Director

**Staff Recommendation:**

Staff recommends approval of the ordinance. This year's proposed tax rate does exceed the No-New Revenue Tax Rate. Therefore; a motion to adopt the proposed ordinance does require the language about "tax increase" as stated in 26.05(b) of Property Tax Code. Staff recommends adopting a tax rate of \$0.60.

**Item Summary:**

A tax rate of \$0.60 per \$100 valuation has been proposed for adoption. This rate is higher to the No-New Revenue rate and lower than the Voter Approval and De Minims rates. As a result, City is not required to hold an election to seek voter approval of the rate.

**Background Information:**

On August 15, 2022, Council proposed a not to exceed tax rate of \$0.61 per \$100 valuation for adoption on Tuesday, September 6, 2022.

Line	Description of Rate	Total Rate	M & O Rate	Debt Rate	% Over NNR	General Fund (M&O) Revenue	Budget Impact from M&O Rate
1	No New Revenue Tax Rate	<b>0.597073</b>	0.520070	0.077003		\$3,259,254	\$9,254
2	No New Revenue M&O Rate	<b>0.574678</b>	0.497675	0.077003	- 3.6%	\$3,118,905	-\$131,095
3	Last Year's Tax Rate (Proposed rate 2022)	<b>0.600000</b>	0.522997	0.077003	.49%	\$3,277,597	\$27,597
4	Voter Approval Tax Rate	<b>0.616028</b>	0.539025	0.077003	3.2%	\$3,378,044	\$128,044
5	Maximum Rate	<b>0.61000</b>	0.532997	0.077003	2.2%	\$3,340,266	\$90,266

**Special Considerations:**

Council must adopt the tax rate before Sept. 30 or 60 days after receiving the certified appraisal roll, whichever date is later. Additionally, the deadline to approve a tax rate for consolidated tax bill is September 20, 2022.

**Financial Impact:**

Taxes owed under any of the above rates can be calculated as follows:

$$\text{Property Tax Amount} = (\text{Rate}) \times (\text{Taxable Value of Property}) / 100$$

**Supporting Documentation:**

Ordinance

**ORDINANCE NUMBER 2022-2675**

**AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, ESTABLISHING A TAX RATE FOR EACH \$100.00 VALUATION OF TAXABLE PROPERTY FOR THE 2022 TAX YEAR; LEVYING ALL TAXES FOR SAID CITY FOR SUCH TAX YEAR; ALLOCATING SUCH TAXES FOR CERTAIN MUNICIPAL PURPOSES THEREIN ENUMERATED; ORDERING THAT SUCH TAXES BE ASSESSED AND COLLECTED; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING AN EFFECTIVE DATE FOR THIS ORDINANCE.**

**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, respectively; and,

**WHEREAS**, Section 6.22 (c), Texas Tax Code, authorizes the governing body of a taxing unit to require the county in which said unit is located to assess and collect the taxes such unit imposes in the manner in which the county assesses and collects its taxes; and,

**WHEREAS**, Section 26.05 of the Texas Property Tax Code provides that the governing body of each taxing unit shall adopt a tax rate for the current tax year before the later of September 30 or the 60th day after the date the certified appraisal roll is received by the taxing unit; and

**WHEREAS**, county taxes in Brazoria County, Texas, are assessed and collected by the Brazoria County Tax Assessor-Collector; and,

**WHEREAS**, Section 6.23 (a)(3) of the Texas Tax Code, provides that the county assessor and collector of taxes shall, if so required by a taxing unit, assess and collect the taxes of said unit; and,

**WHEREAS**, heretofore the City Council, being the governing body thereof, adopted a resolution requesting and requiring the Assessor and Collector of Taxes for Brazoria County to assess and collect the ad valorem taxes levied by the City; and,

**WHEREAS**, under the provisions of Section 26.05 (b) of the Tax Code, the tax rate must be set by ordinance, resolution or order which, if the rate exceeds the no-new-revenue maintenance and operations tax rate, must be adopted by a motion with a record vote of the governing body of the City, such motion must be made in the form prescribed in Section 26.05 (b), at least sixty (60) percent of the members of the governing body are required to vote in favor of the motion to adopt such ordinance, resolution or order and, if the ordinance, resolution or order sets a tax rate that, if applied to the total taxable value, will impose an amount of taxes to fund maintenance and operation expenditures of the City that exceeds the amount of taxes imposed for that purpose in the preceding year, additional requirements regarding the contents of such ordinance, resolution or order and the giving of notice of the home page of any Internet website operated by the City must be met; and,

**WHEREAS**, Section 26.05 (d) of the Tax Code, the City is only required to conduct a public hearing and satisfy the notice and voting requirements of Section 26.06 and Section 26.065 of the Tax Code where the proposed tax rate will exceed the lower of the voter approval tax rate or the no-new-revenue tax rate calculated as provided in said code.

**WHEREAS**, such Section further provides that where the tax rate consists of two components (one which will impose the amount of taxes needed to pay the unit's debt service and the other which will impose the amount of taxes needed to fund maintenance and operation expenditures of the unit for the next year); and

**WHEREAS**, the proposed tax rate for the current tax year of the City of Freeport, Texas, consists of two such components, a tax rate of **\$0.077003** for debt service and a tax rate of **\$0.522997** to fund maintenance and operation expenditures; and

**WHEREAS**, a budget appropriating revenue generated by the collection of ad valorem for the use and support of the municipal government of the City of Freeport has been proposed by the Freeport City Council as required by Title Four (4), Section 102.009 of the Local Government Code; and

**WHEREAS**, it is necessary and appropriate for the City Council to adopt the 2022 Tax Rate for the City of Freeport, Texas.

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

Section 1. Findings of Fact

The City Council hereby makes the following findings:

- (1) The Chief Appraiser of the Brazoria County Appraisal District furnished to the Assessor and Collector of Taxes for Brazoria County, Texas, a Certified Estimate of Taxable Value of the City for the 2022 tax year on the 21 day of July, 2022.
- (2) The Assessor and Collector of Taxes calculated the No New Revenue, Voter Approval, and De Minimis tax rates for such tax year, being \$0.574678, \$0.616028, and \$0.653575, respectively, per \$100.00 valuation.
- (3) On the 15th day of August, City Council made a motion which was seconded, proposing a maximum tax rate of \$0.61 per \$100.00 valuation for the 2022 tax year.
- (4) There is outstanding indebtedness for which an interest and sinking fund must be provided from ad valorem taxes and taxes must be levied as provided below to provide a general fund for current expenses and the general improvement of the City

and its property, and to meet the revenue requirements of the budget for the City's 2021-2022 fiscal year.

- (5) On the 31st day of August, 2022 a Notice of 2022 Tax Year Proposed Property Tax Rate for the City of Freeport was published in The Facts.

#### Section 2. Appraisal Roll Accepted and Adopted

The City Council of the City hereby accepts and adopts the Certified Appraisal Roll for the City furnished to the Assessor and Collector of the City by the Brazoria County Appraisal District and which is incorporated herein by reference.

#### Section 3. Tax Rate for Interest and Sinking Fund

The City Council of the City hereby orders, determines and establishes that the tax rate for each \$100.00 valuation of taxable property within the City for the interest and sinking fund shall be \$0.077003 the tax year 2021.

#### Section 4. Tax Rate for Maintenance and Operations

The City Council of the City hereby orders, determines and establishes that the tax rate for each \$100.00 valuation of taxable property within the City to provide a general fund for maintenance and operation expenses of the City shall be \$0.522997 for the tax year 2022.

**THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 1.02% AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$26.30.**

#### Section 5. Internet Website

The City Secretary shall cause the following to be included on the homepage of the City website:

**THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 1.02% AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$26.30.**



Section 6. Tax Levy; Assessment and Collection

Ad valorem taxes for the tax year 2022 are hereby levied and shall be assessed and collected as herein above set forth by the City as the ad valorem tax for said year, to-wit: a total tax of \$0.60 on each \$100.00 valuation of taxable property situated in the City.

Section 7. Severance Clause

Any section or provision of this ordinance found to be unconstitutional, void or inoperative by the final judgment of a court of competent jurisdiction is hereby declared to be severable from the remainder of this ordinance which shall remain in full force and effect.

Section 8. Effective Date

This ordinance shall be effective from and after its passage and adoption.

**PASSED AND ADOPTED** this \_\_\_\_ day of September, 2022.

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Brooks Bass, Mayor  
City of Freeport, Texas

ATTEST:

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Betty Wells, City Secretary  
City of Freeport, Texas

APPROVED AS TO FORM AND CONTENT:

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City Attorney  
City of Freeport, Texas



## City Council Agenda Item # 13

**Title:** Ratification of Increased Property Tax Revenues Reflected in the Fiscal Year 2022-2023 Adopted Budget

**Date:** September 6, 2022

**From:** Cathy Ezell, Finance Director

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**Staff Recommendation:**

Staff recommends Council ratify the increased property tax revenues reflected in the FY2022-2023 Adopted Budget.

**Item Summary:**

Pursuant to Section 102.007 of the Texas Local Government Code, adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget. A vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate required by Chapter 26, Tax Code, or other law.

**Background Information:**

The FY2022-2023 Budget includes more property tax revenues than FY2021-2022, therefore; Council must take a separate vote to ratify increased property tax revenues that are reflected in a budget. The ratification is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate required by Chapter 26, Tax Code.

**Special Considerations:**

N/A

**Financial Impact:**

N/A

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

N/A

**Supporting Documentation:**

N/A



## City Council Agenda Item # 14

**Title:** Discuss and Approve the purchase of (2) Zoll X-Series Advance Cardiac Monitor Defibrillators to be included within the original replacement vehicle budget of \$600,000 proposed on October 4, 2021.

**Date:** September 6, 2022

**From:** Cathy Ezell, Finance; Christopher D. Motley, Fire Chief

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**Staff Recommendation:** Staff recommends approval of the purchase of two (qty), Zoll X-series Cardiac monitors with accessories and service plan for the amount of \$82,932.24.

**Item Summary:** The Zoll Cardiac X-Series Monitor/Defibrillator is utilized on every patient transported to the Emergency Department and on many patients that refuse transport. This equipment is possibly the most vital assessment tool and life saving device used on a daily basis within EMS.

**Background Information:** Following the budget approval of FY2021-2022, the Freeport Fire/EMS department submitted the Capital Outlay purchase of two replacement ambulances as previously planned and indicated within the City of Freeport's Strategic Plan. The purchase of these two units were presented on October 4, 2021 under City Council Agenda Item #6. Within the amount of \$600,000 presented utilizing Capital Outlay Account #22-530-899, the purchase of cardiac monitors were included within the presented amount although not itemized specifying the equipment requested. A Purchase Order Requisition Form was completed for (2) Zoll X-Series Cardiac Monitors under the Capital Outlay Account #22-530-899. On October 4, 2021, a Purchase Order Number, 019747, was issued under the Description of "Replacement Cardiac Monitors" in the amount of \$82,932.24 under GL Acct # 22-530-899.

**Special Considerations:** Although these items were previously presented on October 11, 2021 within the total cost of \$600,000 under account #22-530-899, the city Auditor has requested that Council give separate consideration for this purchase request, considering that the capital outlay item was not itemized to include these monitors and the price exceeding \$50,000. We ask that these items be approved and placed within the already issued capital outlay account.

**Financial Impact:** This purchase will not have any additional impact on the city past the original replacement vehicle amount of \$600,000.

**Board or 3<sup>rd</sup> Party recommendation:** City auditors review department purchases and grant funded projects. It was there request to present to Mayor and Council for purchase approval.

**Supporting Documentation:** October 4, 2021 City Council Agenda/Minutes, City of Freeport Purchase Order, Zoll Medical Corporation quote.



**AGENDA  
REGULAR MEETING  
FREEPORT CITY COUNCIL  
MONDAY, OCTOBER 4, 2021 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 OCTOBER, 2021, AT 6:00 P.M., AT THE FREEPORT, POLICE DEPARTMENT, MUNICIPAL COURT ROOM, 430 NORTH BRAZOSPORT BOULEVARD FREEPORT TEXAS**

**YOU MAY JOIN THE PUBLIC MEETING REMOTELY BY TELECONFERENCE BY DIALING:**

**(425) 436-6312 AND USING ACCESS CODE 5678901#**

**OR**

**AUDIO VISUAL CONFERENCE CALL USING:  
PCs, Macs®, Chromebooks™, iOS and Android™ phones and tablets.**

International dial-in numbers: [https://fccdl.in/i/council\\_mtg\\_100421](https://fccdl.in/i/council_mtg_100421)

For users wanting to view and listen to the council meeting via a web browser go to [https://join.freeconferencecall.com/council\\_mtg\\_10042021](https://join.freeconferencecall.com/council_mtg_10042021)

**enter access code 5678901# and the online meeting code is: council\_mtg\_10042021.**

**OR**

**Visit the App Store or Google Play to download FreeConferenceCall. Enter the phone number, access code and online code listed above to view the meeting.**

REMOTE PARTICIPANTS WILL NOT BE ABLE TO ADDRESS COUNCIL DIRECTLY. COMMENTS FROM REMOTE PARTICIPANTS MUST BE SENT VIA EMAIL TO [publiccomments@freeport.tx.us](mailto:publiccomments@freeport.tx.us) ANY TIME PRIOR TO, OR DURING THE MEETING ALL COMMENTS RECEIVED WILL BE READ ALOUD INTO THE RECORD.

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

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

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

**CITIZENS' COMMENTS:**

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

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

1. Employee of the month for the month of August 2021. (Kelty)

**CONSENT AGENDA:**

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

2. Consideration and possible action on the approval of City Council meeting minutes from September 20, 2021. (Wells)
3. Consideration of approving the road closure for the Brazosport High School Homecoming Parade. (Garivey)
4. Consideration of approving various items and equipment for surplus and approve the sale of such items by auction. (Tolar)
5. Consideration and possible action regarding the renewal/extension of Depository Contract. (Ezell)
6. Authorization by council to purchase equipment. Four trucks, a Vac Truck and a Jet Trailer for Public Works. A Tahoe, a Beach F 150 and CID F 150, for Police Department. (Ezell)
7. Approval of FY 2021-2022 employee holiday calendar. (Ezell)



## City Council Agenda Item # 6

**Title:** Consider authorizing the purchase of public safety vehicles, a Vac Truck and a Vactor Jet Trailer and ambulances.

**Date:** October 4, 2021

**From:** Cathy Ezell, Finance Director

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**Staff Recommendation:**

Staff recommends authorization to purchase a Ford F150 Crew Pick in the amount of \$51,394.14 through BuyBoard Cooperative Purchasing Contract #601-19, and a Chevy Tahoe in the amount \$62,025.94 through TIPS USA 200206 Cooperative, a Pacific Tek PV500-GHO-W-T Hydro Excavator (Vac Truck) in the amount of \$70,896.80 through BuyBoard Cooperative Purchasing Contract #593.19 and a Vactor Jet Trailer in the amount of \$67,567.50 through Sourcewell Contract #122017-FSC and two ambulances in the total amount of \$451,591.16 through cooperative contract #AM10-20.

**Item Summary:**

The Police Department has submitted a request to replace two patrol units as part of their annual vehicle replacement program. The Department is proposing to utilize a cooperative contract through BuyBoard (Contract #601-19) to procure the Ford F150 Crew Cab from Silsbee Ford and utilize a cooperative contract through TIPS USA to procure the Chevy Tahoe. Public Works is proposing to utilize a cooperative contract through BuyBoard (Contract #593.19) to procure a Vac Truck and utilize a cooperative contract through Sourcewell (Contract #122017-FSC) to procure a Vactor Jet Trailer. The Fire Department is proposing to utilize a cooperative contract (Contract #AM10-20) to procure two ambulances.

**Background Information:**

The purchase of these two units in the Police Department is necessary to rotate out older vehicles with higher mileage. The purchase of the Vac Truck and Vactor Jet trailer in the Public Works Department is necessary to provide drainage services to the citizens. The purchase of the two ambulances in the Fire Department is necessary to rotate out older ambulances and be better equipped to address the Covid needs.

**Special Considerations:** All of these purchases were included and planned for in the FY2021-2022, for purchase. Because they exceed \$50,000.00 we are seeking council authorization to proceed with the ordering and purchasing of these vehicles.

**Financial Impact:** The FY2020-2021 Budget in the Vehicle & Equipment Fund includes \$80,000 under Capital Outlay (22-525-899) for the purchase of Police vehicles, \$70,000 for the purchase

the Vactor Jet Trailer and \$85,000 for the purchase of the Vac Truck under Capital Outlay (22-575-899) in the Public Works Department, and \$600,000 for the purchase of two ambulances under Capital Outlay (22-530-899) for the Fire Department, however; since the purchases is over \$50,000, per the City's Purchasing Policy, it must be approved by Council.

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

**Supporting Documentation:** All Quotes from Cooperatives



CITY OF FREEPORT  
200 W. 2nd Street  
Freeport, TX 77541

# PURCHASE ORDER

PO Number: 019747

Date: 10/11/2021

Requisition #: 00121

Vendor #: 0900

ISSUED TO: ZOLL MEDICAL CORPORATION  
PO BOX 27028  
NEW YORK, NY 10087-7028

SHIP TO: FIRE/EMS DEPARTMENT  
Attn:FREEPORT TX 77541  
THE CITY OF FREEPORT  
131 E 4TH ST PO BOX 1063  
Freeport, TX 77541

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0 REPLACEMENT CARDIAC MONITORS	22 530 899		0.00	82,932.24

SUBTOTAL:	82,932.24
TOTAL TAX:	0.00
SHIPPING:	0.00
<b>TOTAL</b>	<b>82,932.24</b>

Authorized by: \_\_\_\_\_

1. Original invoice with remittance slip must be sent to: City of Freeport, 200 W. 2nd Street, Freeport, TX 77541.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 74-600889

Purchasing Department: (979) 233-3526 FAX (979) 233-8867

# Purchase Order Requisition Form



**Department:** Fire/EMS **Amount:** \$82,932.24  
**Commodity/Service:** Replacement Cardiac Monitors  
**Vendor Name:** Zoil **Hub Vendor:**  Yes  No  
**Vendor Contact:** Steven Bagwell  
**Phone # or Email:** 832-928-7574

## Type of Procurement

- Under \$3k – only one quote needed.
- Sealed Bids/RFP: Bid/RFP# \_\_\_\_\_
- Interlocal/Cooperative Contract: Contract # \_\_\_\_\_
- This purchase is exempt from competitive bidding and HUB requirements per the following:
  - Single/Sole Source (Documentation attached)
  - Professional Services as defined by Sec. 2254.002 (2) of Government Code
  - Emergency Purchase due to: \_\_\_\_\_
  - Exempt Per the following # under Sec. 252.022 of Local Government Code: \_\_\_\_\_

SCANNED

Three Quotes. The following other two vendors were contacted (quote attached):

**Vendor Name:** \_\_\_\_\_ **Price Quoted:** \_\_\_\_\_  
**Phone # or Email:** \_\_\_\_\_ **Hub Vendor:**  Yes  No

**Vendor Name:** \_\_\_\_\_ **Price Quoted:** \_\_\_\_\_  
**Phone # or Email:** \_\_\_\_\_ **Hub Vendor:**  Yes  No

Per state law, at least 2 historically underutilized vendors (HUBs) within Brazoria County must be contacted, if available. If 2 HUB vendors were not contacted, confirm the following:

- No applicable Brazoria County HUBs were identified.

**Additional Comments:** These two monitors will be utilized on the two new ambulances being manufactured. Pricing was calculated into the cost of the new budgeted ambulances under the vehicle replacement plan as well as the strategic plan.

## Account Detail

Account #	Account Description	Acct. Bal	Line Item Description	Amount
22.530-FA	Capital Outlay		Cardiac Monitors	\$82,932.24

Route Invoices to: \_\_\_\_\_

## Approvals

**Dept. Head:** [Signature] **Date:** 10/5/2021 **City Mgr:** [Signature] **Date:** \_\_\_\_\_  
**Finance:** [Signature] **Date:** 10/5/2021 **Council Approved, Meeting Date:** \_\_\_\_\_



269 Mill Road  
Chelmsford, Massachusetts 01824 4105  
978 421 9655 (main)  
978 421 0025 (fax)  
www.zoll.com

October 4, 2021

**Mike Praslicka**  
Deputy Chief, NRP, CACO

Freeport Fire Department  
131 East Fourth Street  
Freeport, TX 77541

Dear Deputy Chief Praslicka:

We appreciate your selection of ZOLL® products. This letter serves as confirmation that ZOLL® Medical Corporation at 269 Mill Road in Chelmsford, Massachusetts, is the sole manufacturer and source of X Series® and X Series Advanced Defibrillators for the EMS Market. ZOLL® or Steven Bagwell, Territory Manager, will not sell an X Series® and X Series Advanced Defibrillator to Freeport Fire Department, through any vendor or dealer and no vendor or dealer is authorized to provide warranty or service.

Should you have any questions or require additional information please contact me at 800-348-9011 x 9657.

Sincerely,

**Nancy Branco**  
Local Contract Specialist

# Request for Taxpayer Identification Number and Certification

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

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**ZOLL Medical 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.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_  
*Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check another LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is 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.*

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) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.  
**269 Mill Road**

6 City, state, and ZIP code  
**Chelmsford, MA 01824**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

## 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

			-						
--	--	--	---	--	--	--	--	--	--

OR

Employer identification number

0	4	-	2	7	1	1	6	2	6
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ *Greg Atkinson*

Date ▶ *1/6/21*

## General Instructions

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](http://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.*



**TO: Freeport Fire Department**  
 131 East Fourth Street  
 Freeport, TX 77541

**Attn: Mike Praslicka**  
 Deputy Chief, NRP, CACO

**email: [mpraslicka@freeport.tx.us](mailto:mpraslicka@freeport.tx.us)**

**Tel: 979-233-2111**

**ZOLL Medical Corporation**

Worldwide Headquarters  
 269 Mill Rd  
 Chelmsford, Massachusetts 01824-4105  
 (978) 421-8655 Main  
 (800) 348-9011  
 (978) 421-0015 Customer Support  
 FEDERAL ID#: 04-2711628

**QUOTATION 398449 V:2**

**DATE: October 01, 2021**

**TERMS: Net 30 Days**

**FOB: Shipping Point**

**FREIGHT: Prepay and Add**

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	EMC PRICE	TOTAL PRICE
1	601-2231111-01	<p><b>X Series Advanced Manual Monitor/Defibrillator</b>            with: 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, TBI Dashboard™, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth cellular modem capable) USB data transfer capable and large 6.5" (16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display.</p> <p><b>Accessories Included:</b></p> <ul style="list-style-type: none"> <li>• MFC cable</li> <li>• MFC CPR connector</li> <li>• A/C power adapter/ battery charger</li> <li>• A/C power cord</li> <li>• One (1) roll printer paper</li> <li>• 6.8 Ah Li-Ion battery</li> <li>• Declaration of Conformity</li> <li>• Operator's Manual</li> <li>• Quick Reference Guide</li> </ul> <p>• <b>One (1)-year EMS warranty</b></p> <p><b>Advanced Options:</b>  <b>Real CPR Help Expansion Pack</b>            CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI)            • See - Thru CPR artifact filtering</p>	2	\$44,519.25	\$35,815.40	\$71,230.80

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Steven Bagwell  
 EMS Territory Manager  
 832-928-7574



**TO: Freeport Fire Department**  
 131 East Fourth Street  
 Freeport, TX 77541

**Attn: Mike Praslicka**  
 Deputy Chief, NRP, CACO

**email: [mpraslicka@freeport.tx.us](mailto:mpraslicka@freeport.tx.us)**

**Tel: 979-233-2111**

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 Worldwide Headquarters  
 269 Mill Rd  
 Chelmsford, Massachusetts 01824-4105  
 (978) 421-9655 Main  
 (800) 348-8011  
 (978) 421-0015 Customer Support  
 FEDERAL ID#: 04-2711626

**QUOTATION 398448 V:2**

**DATE: October 01, 2021**

**TERMS: Net 30 Days**

**FOB: Shipping Point**

**FREIGHT: Prepay and Add**

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		<b>ZOLL Noninvasive Pacing Technology:</b>  <b>BVM:</b> Real BVM Help: Dashboard provides real-time ventilation feedback on both volume and rate, for intubated and non-intubated patients. • AccuVent Cable Included • Order Accuvent disposable sensors separately  <b>Maximo Pulse Oximetry</b>  <b>SP02 &amp; SpCO</b> • Signal Extraction Technology (SET) • Rainbow SET ( for SpCO & SpMe) <b>NIBP Welch Allyn Includes:</b> • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff  <b>End Tidal Carbon Dioxide monitoring (ETCO2)</b> <b>Orion Microstream Technology:</b> Order required Microstream tubing sets separately  <b>Interpretive 12- Lead ECG:</b> • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set				

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
2	8000-001392	Rainbow, RC-4, 4FT, Reusable EMS Patient Cable	2	\$252.35	\$194.31	\$388.62 *
3	8000-000371	SpO2/SpCO/SpMet Rainbow DCI Adult Reusable Sensor with connector (3 ft)	2	\$670.35	\$670.17	\$1,340.34 *
4	8000-0580-01	Six hour rechargeable Smart battery	4	\$519.75	\$400.21	\$1,600.84 *
5	8000-000876-01	Paper, Thermal, w/Grid, BPA Free ( box of 6)	2	\$24.72	\$19.03	\$38.06 *
6	8400-110041	CaseReview Premium Subscription, X Series, 1 Year- Hosted. Provides detailed post-case information, including CPR quality on compression depth, rate, pause time and release velocity, as well as ECG, shocks, EtCO2 and SpO2 vital signs.	2	\$509.85	\$509.85	\$1,019.70
7	8000-000393-01	X Series Carry Case, Premium	2	\$715.85	\$350.00	\$700.00 *

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
8	8000-001128	AccuVent Sensors (10/box)	1	\$643.75	\$566.50	\$566.50 *
9	8300-000676	OneStep Cable, X Series	2	\$459.64	\$353.82	\$707.84 *
10	8009-0020	CPR-D Padz and CPR Stat Padz Connector for R Series	2	\$405.58	\$312.28	\$624.56 *
11	8900-000219-01	OneStep Pediatric CPR Electrode (1 pair)	6	\$94.64	\$72.87	\$437.22 *
12	8008-9901	ZOLL EMS X Series Trade-In	1		(\$7,872.24)	(\$7,872.24) **

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
13	8778-89044-WF	<p>Worry-Free Service Plan, 4 Years, On-Site. Includes: Annual preventive maintenance, 27% discount on new cables, 27% discount on additional lithium SurePower Batteries, discount on parameter upgrades, Lithium-ion SurePower II Battery replacement upon failure, and accidental damage (See comments) coverage. Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the EMS One Year Product Limited Warranty.</p> <p>Accidental Damage Coverage: Includes one case replacement per year per device. This coverage excludes devices that are deemed beyond repair and/or catastrophic damage.</p> <p>Battery Replacement Program: - Batteries must be maintained per ZOLL's recommended maintenance program. - Batteries are replaced upon failure, one for one, throughout the term of the ExpertCare Service contract, should the SurePower battery or SurePower Charger display a fault. - Batteries must be evaluated and confirmed of failure through ZOLL Technical Support and/or an on-site field service technician.</p>	2	\$6,750.00	\$6,075.00	\$12,150.00

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		<p>*Reflects Discount Pricing.</p> <p>**Trade-In Value valid ff all equipment purchased is in good operational and cosmetic condition, and includes all standard accessories. Customer assumes responsibility for shipping trade-in equipment to ZOLL Chelmsford within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.</p> <p>Line Item 6 will be governed by Terms &amp; Conditions listed on <a href="http://www.zoll.com/SSPTC">http://www.zoll.com/SSPTC</a> and <a href="http://www.zoll.com/SSHTC">http://www.zoll.com/SSHTC</a>. All other items will be governed by Terms &amp; Conditions listed on <a href="http://www.zoll.com/GTC">http://www.zoll.com/GTC</a>.</p>				
<b>TOTAL</b>						<b>\$82,932.24</b>

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**Steven Bagwell**  
 EMS Territory Manager  
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## City Council Agenda Item # 15

**Title:** Consideration of awarding bid to Lucas Construction Company for Phase 2 of concrete street reconstruction

**Date:** September 6, 2022

**From:** Lance Petty, Director of Public Works

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**Staff Recommendation:**

Staff recommends awarding bid to Lucas Construction Company for phase 2 of concrete street reconstruction.

**Item Summary:**

With award of bid, contractor will begin mobilization to start construction on phase 2 of the concrete street reconstruction. Phase 2 includes concrete road replacement, curbs, gutters, sidewalk and additional underground drainage improvements identified by Freese and Nichols engineering.

The list includes phase 2 streets in no particular order:

<i>W. 9<sup>th</sup> street,</i>	<i>Yaupon to Dixie</i>
<i>W. 10<sup>th</sup> street,</i>	<i>Magnolia to Cedar</i>
<i>W. 11<sup>th</sup> street,</i>	<i>Magnolia to Velasco</i>
<i>W. 12<sup>th</sup> street,</i>	<i>Magnolia to Velasco</i>
<i>Avenue G,</i>	<i>Travis to Yellowstone</i>
<i>Avenue A,</i>	<i>DeZavalla to Fisher</i>
<i>Add on street</i>	
<i>2<sup>nd</sup> street,</i>	<i>288 to Avalon</i>

**Background Information:**

The city of Freeport City Council authorized Freese and Nichols engineering to complete the engineering for Phase 2 concrete street reconstruction. On July 27<sup>th</sup> and August 3<sup>rd</sup> 2022, the city ran ads for an RFP for phase 2. The city received (4) four proposals and held the bid opening on Tuesday August 23, 2022. Freese and Nichols Engineering completed the review of the lowest bidder and confirmed the bid tabulation and recommends the award to Lucas Construction Company as the lowest bidder.

The list includes RFP received for Phase 2 streets for reconstruction of concrete streets:

<i>Lucas Construction Company,</i>	<i>\$3,799,224.00</i>
<i>MBN Enterprise LLC,</i>	<i>\$4,177,300.20</i>
<i>Aranda Brothers Construction,</i>	<i>\$4,672,178.00</i>
<i>Harper Brothers,</i>	<i>\$5,945,138.98</i>

**Special Considerations:**

If approved, the completion of the proposed phase 2 roads will be completed 3<sup>rd</sup> quarter of 2023

**Financial Impact:**

The cost of construction will be covered by a combination of 2020 Bond funding and supplemented with funding from the General fund. The total cost of authorization is \$3,799,224.00

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

Letter of recommendation for approval from Freese and Nichols engineering

**Supporting Documentation:**

RFP received through competitive bid



Innovative approaches  
Practical results  
Outstanding service

11200 Broadway Street, Suite 2320 • Pearland, Texas 77584 • 832-456-4700 • FAX 832-456-4701

[www.freese.com](http://www.freese.com)

August 31, 2022

Tim Kelty  
City of Freeport  
200 W 2<sup>nd</sup> St  
Freeport, TX 77541

Re: Project/Bid No.: FRE21569  
Freeport Street Reconstruction (Phase 2)

Dear Mr. Kelty:

Listed below is the summary of bids for Freeport Street Reconstruction (Phase 2) project. A total of four bid proposals were received on August 23, 2022. The totals below only include the Base Bid and the Add-On Alternate.

Summary of Bids:

	<u>Total</u>
1) Lucas Construction Company, Inc	\$3,384,024.00
2) MBN Enterprises, LLC	\$3,750,093.20
3) Aranda Brothers Construction Co., Inc.	\$4,429,372.00
4) Harper Brothers Construction, LLC	\$5,463,338.98

Freese and Nichols' Opinion of Probable Construction Cost for the project was \$3,704,183.63. A copy of the bid tabulation is attached for your use and information.

Lucas Construction Company, Inc is currently working on the Phase 1 Street Reconstruction, and we have been happy with their work and schedule.

Based on this information, Freese and Nichols recommends that the City of Freeport award the construction contract for this project to Lucas Construction Company, Inc. in the amount of \$3,384,024.00.

Please call me at (832) 987-3814 if you have any questions.

Sincerely,

Scott Kirby, P.E.  
Freese and Nichols, Inc.



**SECTION 00 41 13**

**BID FORM**

**ARTICLE 1 – BID RECIPIENT**

1.1 Bidder submits this Bid to:

City of Freeport  
200 W 2nd St  
Freeport, TX 77541  
Attention: Tim Kelty  
Freeport Street Reconstruction - Phase 2  
Bid Number: 2022-01

**ARTICLE 2 – BIDDER’S ACKNOWLEDGMENTS**

- 2.1 Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner on the form included in the Contract Documents and to perform all Work specified or indicated in Contract Documents for the Contract Price indicated in this Bid or as modified by Contract Amendment. Bidder agrees to complete the Work within the Contract Times established in the Agreement or as modified by Contract Amendment and comply with all the other terms and conditions of the Contract Documents.
- 2.2 Bidder accepts all of the terms and conditions of Section 00 11 16 “Invitation to Bid” and Section 00 21 13 “Instructions to Bidders.”
- 2.3 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of its failure to complete Work in accordance with the schedule set forth in the Agreement.
- 2.4 Bidder acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date	Signature Acknowledging Receipt
Addendum #1	08/18/22	<i>Willis Lucas</i>
Addendum #1 (revised)	08/18/22	<i>Willis Lucas</i>
Addendum #2	08/22/22	<i>Willis Lucas</i>

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

- 3.1 Bidder has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- 3.2 Bidder 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.
- 3.3 Bidder is familiar with Luws and Regulations that may affect cost, progress, and performance of the Work.
- 3.4 Bidder has considered the:
  - A. Information known to the Bidder;
  - B. Information commonly known to contractors doing business in the locality of the Site;
  - C. Information and observations obtained from visits to the Site; and
  - D. The Contract Documents.

- 3.5 Bidder has considered the items identified in Paragraph 3.4 with respect to the effect of such information, observations, and documents on:
- A. The cost, progress, and performance of the Work;
  - B. The means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and Bidder's safety precautions and programs.
- 3.6 Bidder 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 based on the information and observations referred to in the preceding paragraphs.
- 3.7 Bidder 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.
- 3.8 Bidder has correlated the information known to the Bidder, 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.
- 3.9 Bidder has given the Construction Manager written notice of all conflicts, errors, ambiguities, or discrepancies that the Bidder has discovered in the Contract Documents, and the written resolution provided by the Construction Manager is acceptable to the Bidder.
- 3.10 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 3.11 Bidder's submittal of a Bid constitutes an incontrovertible representation that, without exception, all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### **ARTICLE 4 – BASIS OF BID**

- 4.1 Bidder will complete the Work in accordance with the Contract Documents at the unit prices shown in the attached in Section 00 41 16 "Bid Form Exhibit A":
- A. Extended amounts have been computed in accordance with the General Conditions.
  - B. Bidder acknowledges that the estimated quantities are not guaranteed, and final payment for all unit price items will be based on actual quantities provided, measured as provided in the Contract Documents.
  - C. Unit prices will be used to compute the actual Bid price.

#### **ARTICLE 5 – TIME OF COMPLETION**

- 5.1 Bidder agrees that the Work will be Substantially Complete and will be completed and ready for final payment in accordance with the General Conditions within the number of calendar days indicated in the Agreement.

#### **ARTICLE 6 – ATTACHMENTS TO THIS BID**

- 6.1 The following documents are attached to and made a condition of this Bid:
- A. Section 00 41 16 "Bid Form Exhibit A."
  - B. Section 00 43 13 "Bid Bond."
  - C. Section 00 45 01 "Nonresident Bidders."
  - D. Section 00 45 02 "Non-Collusion Certification."
  - E. Section 00 45 03 "Conflict of Interest Questionnaire."
  - F. Section 00 45 04 "State Sales Tax Requirements."



**ARTICLE 7 – VENUE**

7.1 Bidder agrees that venue will lie exclusively in Brazoria County, Texas for any legal action.

**ARTICLE 8 – BID DELIVERY**

8.1 This Bid is Bided by:

Bidder: Lucas Construction Company, Inc.  
*(typed or printed name of organization)*

Signature: Willis Lucas  
*(individual's signature)*

Name: Willis Lucas  
*(typed or printed)*

Title: President/Owner  
*(typed or printed)*

Address for giving notices:

551 C West League City Parkway, League City, TX 77573

Phone: 281-316-9990 Email: lucasconstruction@comcast.net

*(Attach evidence of authority to sign if Bidder is a corporation, partnership, or a joint venture.)*

**END OF SECTION**



## Taxable Entity Search Results

## Franchise Tax Certification of Account Status

### This Certification Not Sufficient for Filings with Secretary of State

Do **not** include a certificate from this Web site as part of a filing with the Secretary of State for dissolution, merger, withdrawal, or conversion. The Secretary of State will reject a filing that uses the certification from this site.

To obtain a certificate that is sufficient for dissolution, merger, or conversion, see Publication 98-336d, [Requirements to Dissolve, Merge or Convert a Texas Entity](#).

Certification of Account Status	Officers And Directors Information
---------------------------------	------------------------------------

Entity Information:

**LUCAS CONSTRUCTION COMPANY**  
551 LINK RD STE C  
LEAGUE CITY, TX 77573-5463

Status:

**IN GOOD STANDING NOT FOR  
DISSOLUTION OR WITHDRAWAL  
through May 15, 2009**

Registered Agent:

**WILLIS M LUCAS**  
551-C LINK ROAD  
LEAGUE CITY, TX 77573

Registered Agent Resignation Date:

State of Formation:

TX

File Number:

0108111500

SOS Registration Date:

June 24, 1988

Taxpayer Number:

17602529590

Texas Online | Statewide Search from the Texas State Library | State Link Policy | Texas Homeland Security

**Susan Combs**, Texas Comptroller • Window on State Government • Contact Us  
Privacy and Security Policy | Accessibility Policy | Link Policy | Public Information Act | Compact with Texans

ARTICLES OF INCORPORATION  
OF  
LUCAS CONSTRUCTION COMPANY

FILED  
in the Office of the  
Secretary of State of Texas

JUN 24 1988

Corporations Section

The undersigned W. Daniel Vaughn, a natural person of the age of 18 years or more, acting as incorporator of a corporation under the Texas Business Corporation Act, hereby adopts the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the corporation is LUCAS CONSTRUCTION COMPANY.

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The purpose for which the corporation is organized is to do all things and for all purposes authorized by law for corporations organized under the Texas Business Corporation Act.

ARTICLE FOUR

The aggregate number of shares which the corporation shall have authority to issue is 100,000 shares at 1 cent par value each.

ARTICLE FIVE

The corporation will not commence business until it has received for the issuance of its shares consideration of the value of \$1,000.00, consisting of money, labor done, or property actually received.

ARTICLE SIX

The street address of its initial registered office is 7501 Stewart Road, Galveston, Texas 77551, and the name of its initial registered agent at such address is Willis M. Lucas.

ARTICLE SEVEN

The number of Directors constituting the initial Board of Directors is five, and the names and addresses of the persons who will serve as Directors until the first annual meeting of the Shareholders or until their successors are elected and qualified are:

Willis M. Lucas  
Kathy Lucas  
Steven Lucas  
Dorothy Lucas  
A. R. Lucas, III  
c/o 7501 Stewart Road  
Galveston, Texas 77551

ARTICLE EIGHT

The name and address of the incorporator is:

W. Daniel Vaughn  
P.O. Box 629  
Galveston, Texas 77553

## SECTION 00 41 16 Bid Form Exhibit A

Project:	Freeport Street Reconstruction - Phase 2	Project No.:
Owner:	City of Freeport	FRE 21569
Engineer:	Freese and Nichols, Inc.	
Bidder:	Lucas Construction Company, Inc.	

Base Bid					
Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Amount
9th Street, 10th Street, 11th Street, 12th Street, North Avenue G, and North Avenue A					
1	ROW Prep	STA	69.04	600.00	41,424.00
2	Mobilization (Max 4% of Base Bid, Excluding Mobilization)	LS	1	100,000.00	100,000.00
3	Traffic Control	LS	1	100,000.00	100,000.00
4	Excavation for Roadways	CY	4,921	22.00	108,262.00
5	Embankment	CY	254	10.00	2,540.00
6	Lime Treated Subgrade (6")	SY	24,397	6.00	146,382.00
7	Lime (9%)	TN	494.0	300.00	148,200.00
8	Concrete Pavement (6") (Including Valve & Manhole Tops Adjustments & Pav't Headers)	SY	19,873	60.00	1,192,380.00
9	Concrete Pavement (8") (Including Valve & Manhole Tops Adjustments & Pav't Headers)	SY	2,321	70.00	162,470.00
10	Cons Driveways (6")	SY	4,915	64.00	314,560.00
11	Concrete Curb (6")	LF	9,915	5.00	49,575.00
12	Concrete Sidewalk (4") (Including Tie-in to Walks)	SY	3,878	60.00	232,680.00
13	Concrete Riprap (4")	CY	24	300.00	7,200.00
14	Curb & Ramp Landing	EA	17	1,250.00	21,250.00
15	Remove Concrete Pavement (Including Saw Cutting)	SY	22,181	6.00	133,086.00
16	Remove Concrete Driveways (Including Saw Cutting)	SY	4,818	6.00	28,908.00
17	Remove Concrete Sidewalk (Including Saw Cutting)	SY	4,182	6.00	25,092.00
18	Remove Small Roadside Sign	EA	11	100.00	1,100.00
19	Remove / Reinstall Mailbox	EACH	175	100.00	17,500.00
20	Remove Inlet	EA	1	1,000.00	1,000.00
21	Curb Inlet Type C (Including All Pipe Tie-ins)	EA	1	5,000.00	5,000.00
22	Inlet Protection Barrier Stage I (Install)	EA	3	100.00	300.00
23	Inlet Protection Barrier Stage I (Remove)	EA	3	50.00	150.00
24	Inlet Protection Barrier Stage II	EA	21	10.00	210.00
25	Install Small Roadside Sign (Including Pole & Foundation)	EA	13	500.00	6,500.00
26	24" Solid White Stop Bar (Including Surface Prep, Blasting)	LF	132	10.00	1,320.00
27	12" Solid White Pavement Marking (Including Surface Prep, Blasting)	LF	587	8.00	4,696.00
28	4" Solid White Pavement Marking (Including Surface Prep, Blasting)	LF	608	1.00	608.00
29	4" Broken Yellow Pavement Marking (Including Surface Prep, Blasting)	LF	304	1.00	304.00
30	4" Yellow Solid Removable Pavement Marking	LF	608	1.00	608.00
31	Site Restoration (Including Block Sodding as Needed)	LS	1	40,000.00	40,000.00
Subtotal, Base Bid					2,893,305.00

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Amount
<b>2nd Street (Add-On Alternate)</b>					
1	ROW Prep	STA	13.03	600.00	7,818.00
2	Mobilization (Max 4% of Base Bid, Excluding Mobilization)	LS	1	15,000.00	15,000.00
3	Traffic Control	LS	1	10,000.00	10,000.00
4	Excavation for Roadways	CY	1,253	20.00	25,060.00
5	Embankment	CY	19	10.00	190.00
6	Lime Treated Subgrade (8")	SY	4,583	6.00	27,498.00
7	Lime (9%)	TN	123.8	300.00	37,140.00
8	Concrete Pavement (8") (Including Valve & Manhole Tops Adjustments & Pavt. Headers)	SY	4,091	68.00	278,188.00
9	Conc Driveways (6")	SY	231	65.00	15,015.00
10	Concrete Curb (6")	LF	2,213	5.00	11,065.00
11	Remove Concrete Pavement (Including Saw Cutting)	SY	4,092	6.00	24,552.00
12	Remove Concrete Driveways (Including Saw Cutting)	SY	231	6.00	1,386.00
13	Remove Small Roadside Sign	EA	4	100.00	400.00
14	Remove Pavement Marking	LF	771	1.00	771.00
15	Remove Inlet	EA	3	1,000.00	3,000.00
16	Curb Inlet Type C (Including All Pipe Tie-ins)	EA	3	5,000.00	15,000.00
17	Inlet Protection Barrier Stage I (Install)	EA	1	100.00	100.00
18	Inlet Protection Barrier Stage I (Remove)	EA	1	50.00	50.00
19	Inlet Protection Barrier Stage II	EA	7	100.00	700.00
20	Install Small Roadside Sign (Including Pole & Foundation)	EA	4	500.00	2,000.00
21	4" Solid Yellow Pavement Marking (Including Surface Prep, Blasting)	LF	243	1.00	243.00
22	4" Broken White Pavement Marking (Including Surface Prep, Blasting)	LF	1,382	1.00	1,382.00
23	4" Yellow Solid Removable Pavement Marking	LF	2,774	1.00	2,774.00
24	4" White Broken Removable Pavement Marking	LF	1,387	1.00	1,387.00
25	Site Restoration (Including Block Sodding as Needed)	LS	1	10,000.00	10,000.00
<b>Subtotal, Add-On Alternate</b>					<b>490,719.00</b>

*WJ*

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Amount
<b>Extra Work Items (As Authorized by Engineer)</b>					
1	Extra Excavation (Machine)	CY	100	<u>10.00</u> \$10.00 (Min) *	1,000.00
2	Extra Excavation (Hand)	CY	100	<u>15.00</u> \$15.00 (Min) *	1,500.00
3	Extra Labor (Skilled)	MH	100	<u>35.00</u> \$35.00 (Min) *	3,500.00
4	Extra Labor (Unskilled)	MH	100	<u>25.00</u> \$25.00 (Min)	2,500.00
5	Extra Select Fill (Compacted to 95% Std.)	CY	10	<u>20.00</u> \$20.00 (Min) *	200.00
6	Well Pointing	LF	800	<u>25.00</u> \$25.00 (Min) *	20,000.00
7	Extra Cement Stabilized Sand Backfill	CY	150	<u>40.00</u> \$40.00 (Min) *	6,000.00
8	Extra Concrete with Form & Reinforcing	CY	150	<u>350.00</u> \$350.00 (Min) *	52,500.00
9	Extra Bank Sand	CY	200	<u>15.00</u> \$15.00 (Min) *	3,000.00
10	Fast Track Pavement in front of driveways (estimated)	SY	4,000	<u>75.00</u> \$75.00 (Min) *	300,000.00
11	Misc. Utility Lines Adjustments (Budget) (Time & Material, As Authorized)	BUDGET	1	\$25,000.00	\$25,000.00
<b>Subtotal, Extra Work Items</b>					<b>415,200.00</b>

\* Bidder's Unit Price Bid Cannot be Less than Stipulated Min. Price.

<b>BID SUMMARY:</b>	
Subtotal, Base Bid	2,893,305.00
Subtotal, Add-On Alternate	490,719.00
Subtotal, Extra Work Items	415,200.00
<b>TOTAL BID</b>	<b>3,799,224.00</b>

<b>BID SUBMITTED BY:</b>	
Bidder:	Lucas Construction Company, Inc.
Signature:	<i>Willis Lucas</i>
Printed Name:	Willis Lucas
Title:	President
Date:	08/23/22

**SECTION 00 43 13**

**BID BOND**

<p><b>Bidder as Principal</b></p> <p>Name: Lucas Construction Company, Inc.</p> <p>Mailing address 551 W League City Pkwy Suite C league City, Tx 77573</p>	<p><b>Surety</b></p> <p>Name: SureTec Insurance Company</p> <p>Mailing address (principal place of business):  2103 City West Blvd., Suite 1300 Houston Tx, 77042</p>
<p><b>Owner</b></p> <p>Name: City of Freeport</p> <p>Mailing address (principal place of business):  200 W 2nd Street Freeport Tx, 77541</p>	<p>Physical address (principal place of business):  2103 City West Blvd., Suite 1300 Houston Tx, 77042</p> <p>Telephone (Main): 877-751-2640</p> <p>Telephone (Claims): 800-225-2467</p>
<p><b>Contract</b></p> <p>Project name and number: City of Freeport Streets Reconstruction Phase II Bid # 2022-01</p> <p>Bid/Proposal Due Date: 8/23/2022</p>	<p>Surety's state of incorporation: Texas</p> <p><i>By submitting this bond, Surety affirms it is authorized to do business and licensed to execute bonds in Texas.</i></p>
<p><b>Bond</b></p> <p>Contract Price Bid: \$ 5,000,000.00</p> <p>Penal Sum of Bond: \$250,000.00</p> <p>Date of Bond: 8/23/2022</p>	<p><b>Local Agent for Surety</b></p> <p>Name: Kelly J. Brooks</p> <p>Company: Southern American Insurance Agency</p> <p>Mailing address (principal place of business):  13823 Schmidt Road Cypress, Texas 77429</p> <p>Telephone (Main): 281-890-9294</p>

***Surety and Bidder, intending to be legally bound by this bond, do each cause this bond to be duly executed on its behalf by its authorized officer, agent, or representative. The Bidder and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally to this bond. The condition of this obligation is such that if Owner accepts Bidder's Bid or Proposal and Bidder delivers the executed Agreement and the required bonds and evidence of insurance within the time stipulated in the Bidding or Proposal Documents this obligation is null and void. Payment under this bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner. Venue lies exclusively in Brazoria County, Texas for any legal action.***

<b>Bidder as Principal</b>	<b>Surety</b> SureTec Insurance Company
Signature: <u>Willis Lucas</u>	Signature: <u>Kelly J. Brooks</u>
Name: <u>Willis Lucas</u>	Name: <u>Kelly J. Brooks</u>
Title: <u>President</u>	Title: <u>Attorney in Fact</u>
Email: <u>willismlucas@yahoo.com</u>	Email: <u>KellyB@southernamericanins.com</u> <i>(Attach Power of Attorney)</i>

**END OF SECTION**



# JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

C. A. McClure, Kelly J. Brooks, Kenneth L. Meyer, Michelle Ulery


Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 11th day of July, 2022.

SureTec Insurance Company  
By:   
Michael C. Keimig, President

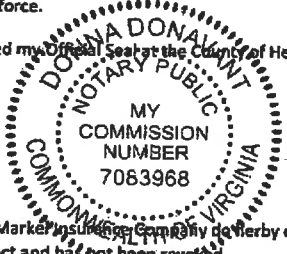



Markel Insurance Company  
By:   
Robin Russo, Senior Vice President

Commonwealth of Virginia  
County of Henrico SS:

On this 11th day of July, 2022 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.



By:   
Donna Donavant, Notary Public  
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 23rd day of August 2022.

SureTec Insurance Company  
By:   
M. Brent Beaty, Assistant Secretary

Markel Insurance Company  
By:   
Richard R. Grinnan, Vice President and Secretary

**SECTION 00 45 01**  
**NONRESIDENT BIDDERS**

Texas Government Code Chapter 2252 applies to the award of government contracts to nonresident bidders. This chapter provides that:

"a government entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lower 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."

"Nonresident bidder" refers to a person who is not a resident of Texas.

"Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Check the statement that is correct for Bidder:

- Bidder (includes parent company or majority owner) qualifies as a resident bidder whose principal place of business is in Texas.
- Bidder qualifies as a nonresident bidder whose principal place of business or residency is in the state of: \_\_\_\_\_

Any determination of state bidder preference law will be based on the Texas Comptroller's annual summary of other state bidder preference laws.

Bidder: Lucas Construction Company, Inc.  
*(typed or printed name of organization)*

Signature: Willis Lucas  
*(individual's signature)*

Name: Willis Lucas  
*(typed or printed)*

Title: President  
*(typed or printed)*

Business Address:

551 C West League City Parkway, League City, TX 77573

Phone: 281-316-9990 Email: lucasconstruction@comcast.net  
*(Attach evidence of authority to sign if Bidder is a corporation, partnership, or a joint venture.)*

**END OF SECTION**

**SECTION 00 45 02  
NON-COLLUSION CERTIFICATION**

STATE OF Texas §

COUNTY OF Galveston §

Owner: **City of Freeport**  
200 W 2nd St  
Freeport, TX 77541

Contract: **Freeport Street Reconstruction - Phase 2.**  
Bid Number: (\_\_\_\_) **FRE 21569**

Bidder certifies that it has not been a party to any collusion among Bidders in the restraint of freedom of competition by agreement to submit a Bid or Proposal at a fixed price or to refrain from submitting a Bid or Proposal; or with any official or employee of the Owner as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders and any official of the Owner concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Certified this 23rd day of August 20 22

Bidder: Lucas Construction Company, Inc.  
*(typed or printed name of organization)*

Signature: Willis Lucas  
*(individual's signature)*

Name: Willis Lucas  
*(typed or printed)*

Title: President  
*(typed or printed)*

Business Address:

551 C West League City Parkway, League City, TX 77573

Phone: 281-316-9990 Email: lucasconstruction@comcast.net

*(Attach evidence of authority to sign if Bidder is a corporation, partnership, or a joint venture.)*

**END OF SECTION**

SECTION 00 45 03 CONFLICT OF INTEREST QUESTIONNAIRE

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176 of the 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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; color: blue; font-weight: bold;">Not Applicable</p>	Date Received	
<p><b>2</b> <input type="checkbox"/> 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.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; color: blue; font-weight: bold;">Not Applicable</p> <p style="text-align: center;">Name of Officer</p>		
<p><b>4</b> 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.</p> <p>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?</p> <p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>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?</p> <p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p>		
<p><b>5</b> 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.</p> <p style="color: blue; font-weight: bold;">Lucas Construction has no employment or business relationship with any local gov't officer.</p>		
<p><b>6</b> <input type="checkbox"/> 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)</p>		
<p><b>7</b></p> <p style="text-align: center; color: blue; font-weight: bold;">Not Applicable</p> <p style="text-align: center; color: blue; font-family: cursive;">Willet Lucas</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; color: blue; font-weight: bold;">August 23, 2022</p> <p style="text-align: right;">Date</p>		

SECTION 00 45 04  
STATE SALES TAX REQUIREMENTS

Comply with all applicable sales, excise, and use tax requirements of the Texas Tax Code. The Bidder hereby certifies that the Contract Price is divided as follows:

Tax exempt products, materials, and services (See Notes 1 and 2)	\$	<u>3,759,224.00</u>
Taxable products, materials, and services (See Note 3)	\$	<u>40,000.00</u>
Total (See Note 4)	\$	<u>3,799,224.00</u>

Bidder: Lucas Construction Company, Inc.  
*(typed or printed name of organization)*

Signature: Willis Lucas  
*(individual's signature)*

Name: Willis Lucas  
*(typed or printed)*

Title: President  
*(typed or printed)*

Business Address:

551 C West League City Parkway, League City, TX 77573

Phone: 281-316-9990 Email: lucasconstruction@comcast.net

*(Attach evidence of authority to sign if Bidder is a corporation, partnership, or a joint venture.)*

Notes:

1. Exempt products and materials are those items purchased for the Project which are physically incorporated into the facilities constructed for the Owner or are necessary and essential for the performance of the Work and are completely consumed at the Site. For purposes of this definition, products and materials are completely consumed if after being used once for its intended purpose it is used up or destroyed. Products and materials rented or leased for use in the performance of the Work cannot be completely consumed for the purposes of this definition.
2. Exempt services are those services performed at the Site where the Contract expressly requires the specific service to be provided or purchased by the person performing the Work or the service is integral to the performance of the Work.
3. Products, materials, and services are not tax exempt if they are used by the Contractor but are not physically incorporated into the Owner's facilities or are not consumed by construction as defined above. Machinery or equipment and its accessories and repair and replacement parts used in the performance of the Work are not exempt.
4. The total sum of the amount for tax exempt and taxable products, materials, and services must equal the Contract Price.

**END OF SECTION**

**City of Freeport**  
**Freeport Street Reconstruction**  
**Phase 2**  
**ADDENDUM NO. 1**  
**August 18, 2022**

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The following additions, deletions, modifications, or clarifications shall be made to the appropriate sections of the Contract Documents. Bidders shall acknowledge receipt of this Addendum in the space provided on the Bid Form.

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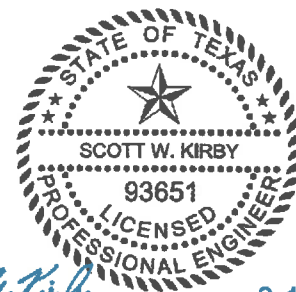
**General**

1. Section 00 41 13 – Bid Form, Article 1.1 Project name is to be revised to Freeport Street Reconstruction – Phase 2
2. Section 00 45 02 – Non-Collusion Certification Project name is to be revised to Freeport Street Reconstruction – Phase 2
3. Section 00 52 13 – Agreement, Article 1.1 Project name is to be revised to Freeport Street Reconstruction – Phase 2
4. Bid Form Exhibit A Page 1 has been changed by clarifying pavement removal, removing RCP lines, removing duplicate site restoration line, and adding Extra Work Item for optional Fast Track pavement in front of driveways. Bidders to use the attached Exhibit A for bidding. All other bid documents for submittal remain the same.
5. Plan Sheet 82A has been added for Fast Track standard detail. See attached revised sheet 82A.

**END OF ADDENDUM NO. 1**

*wt*

*Scott W. Kirby*



8-18-2022

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

**City of Freeport**  
**Freeport Street Reconstruction**  
**Phase 2**  
**ADDENDUM NO. 1**  
**August 18, 2022**

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The following additions, deletions, modifications, or clarifications shall be made to the appropriate sections of the Contract Documents. Bidders shall acknowledge receipt of this Addendum in the space provided on the Bid Form.

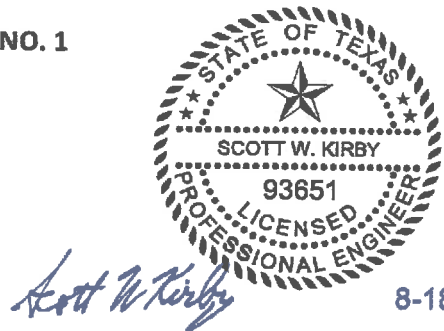
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**General**

1. Section 00 41 13 – Bid Form, Article 1.1 Project name is to be revised to Freeport Street Reconstruction – Phase 2
2. Section 00 45 02 – Non-Collusion Certification Project name is to be revised to Freeport Street Reconstruction – Phase 2
3. Section 00 52 13 – Agreement, Article 1.1 Project name is to be revised to Freeport Street Reconstruction – Phase 2
4. Bid Form Exhibit A Page 1 has been changed by clarifying pavement removal, removing RCP lines, removing duplicate site restoration line, and adding Extra Work Item for optional Fast Track pavement in front of driveways. Bidders to use the attached Exhibit A for bidding. All other bid documents for submittal remain the same.
5. Plan Sheet 82A has been added for Fast Track standard detail. See attached revised sheet 82A.

**END OF ADDENDUM NO. 1**

*WJ*



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

**City of Freeport**  
**Freeport Street Reconstruction**  
**Phase 2**  
**ADDENDUM NO. 2**  
**August 22, 2022**

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The following additions, deletions, modifications, or clarifications shall be made to the appropriate sections of the Contract Documents. Bidders shall acknowledge receipt of this Addendum in the space provided on the Bid Form.

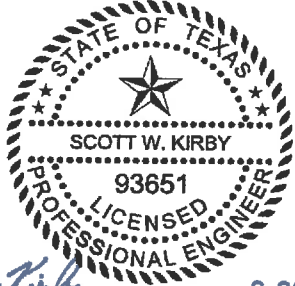
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**General**

1. Section 00 52 13 – Agreement, Article 4.1 Contract Time is to be revised to 240 calendar days to Substantial.
2. Section 01 40 00 – Quality Requirements Article 1.1, Paragraph A.3. is removed.

**END OF ADDENDUM NO. 2**

*WJ*

  
*Scott W Kirby* 8-22-2022

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





## City Council Agenda Item # 16

**Title:** Consideration and possible action on an Ordinance amending the ordinance establishing specific procedures and deadlines for items to be placed on City Council agenda.

**Date:** September 6, 2022

**From:** Tim Kelty, City Manager

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**Staff Recommendation:**

Staff requests Council approve the proposed ordinance with the 2 blanks being filled in as determined by City Council.

**Item Summary:**

This Ordinance amends the Ordinance adopted by Council in January that established specific procedures and deadlines for items to be placed on the city Council agenda. Included in this amendment are:

- The requirement to submit specific documentation in support of the requested item,
- A limitation on the number of items that may be submitted for Council consideration on any single agenda,
- A limitation on an item being reintroduced by the same council member for a certain time frame following its failure to be approved.

**Background Information:**

Since the previous ordinance was adopted in January, when requests have been made to put items on the agenda, in most cases no documentation has been provide and no specific instruction regarding the item has been offered. As a result, there have been numerous complaints about those items being on the agenda with no documentation included in the packet.

The agenda and agenda packet are provided to the Council and the public so that all elected officials are able to adequately prepare for meetings, and be ready to discuss and consider items placed before them. It is important that you understand the direction being expected to be discussed and considered regarding an item, and understand the specific scope of what is to be discussed and considered as well. From a transparency standpoint it is also important for the public to understand this as well.

On multiple occasions there have been a dozen items requested to be placed on the agenda. In these cases, many of the items ended up being tabled. If they had not been, long meetings would have gone much later. Each item placed on the agenda is important, and each item should be given due consideration. When an agenda becomes to cumbersome, it is natural that less time might be spent on items to which more time should be given, out of respect to the item and respect of all members of the Council.

Finally, in several cases, items that Council has taken action on, have been reintroduced multiple times in subsequent meetings. Again, this takes time away from discussing other items and does not respect the process and authority of the City Council as a whole.

**Special Considerations:** None

**Financial Impact:** None

**Supporting Documentation:** Ordinance.

ORDINANCE NO. 2022-2672

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE: AMENDING ORDINANCE 2022-2657 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 SECRETARY.

**WHEREAS**, the City Council desires to ensure equal access by each 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 2022-2657; 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 the Mayor or Council member to be placed on a City Council Agenda:

1. Any request made by the Mayor 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 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 ninety-six (96) hours prior to the meeting.
3. Any request made by the Mayor or two Council members under Section 1 or 2 above must be submitted with supporting documentation, including a completed agenda memo form that includes sufficient information for Council to clearly understand the issue to be discussed; and, if the item is being placed on a City Council agenda for action, the recommendation of the Mayor or Council members making the request. Individual Council members are limited to add \_\_\_\_\_ number of items to any single City Council agenda.

4. The City Manager shall place the requested item on the agenda as requested within the timeframe above.
5. The City Manager shall place the requested item in open session or executive session as requested and shall use the exact language as requested.
6. The City Manager and City staff shall contact the requesting Council members should they have any questions or require more information to prepare the necessary documents for the item prior to the posting deadline.
7. The City Manager shall be responsible to have all necessary resolutions, ordinances, supporting documentation prepared and in the City Council packets delivered to Council members on the day the agenda is posted, and, if the City Manager chooses, the City Manager may prepare a Council memorandum with a recommendation regarding the requested action.
8. 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.
9. If an item is placed on a City Council agenda for action and such item is defeated by vote or inaction, that item may not be reintroduced on a future City Council agenda for \_\_\_\_\_ months unless requested by the Mayor or two other Council members who did not sponsor the original agenda item.

**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 Secretary.

**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 6th day of September, 2022**

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

**ATTEST:**

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

**APPROVED AS TO FORM ONLY:**

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David W. Olson, City Attorney



## City Council Agenda Item # 17

**Title:** Consideration and possible action amending the City Employee Personnel Policy regarding a Press Release/Media Relations policy.

**Date:** September 6, 2022

**From:** Tim Kelty, City Manager

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**Staff Recommendation:**

Staff requests Council approve the proposed amendment to the Personnel policy regarding press Releases/Media Relations.

**Item Summary:**

This amendment establishes a written policy regarding the issuance of Press Releases and Communications with the media regarding City issues. It designates the Mayor or City Manager or individual(s) authorized by the Mayor or City Manager as the authorized representatives responsible for City Press Releases and communicate with the media on such matters.

**Background Information:**

This item was developed and is being presented as requested by City Council at the last meeting. It has been reviewed and recommended by the City Attorney

**Special Considerations:** None

**Financial Impact:** None

**Supporting Documentation:** Proposed amendment to Personnel Policy.

## **5.26 Press Release/Media Relations Policy**

Only the City Manager, Mayor, or other individual(s) designated by the Mayor or City Manager are authorized to speak with the media on behalf of the City. The City Manager and the Mayor shall collaborate on message development and coordinate who will handle press releases the deem necessary and in the best interest of the City.

Employees, Council members (other than the Mayor) and members acting in their capacity as a member of a committee or a board governed by the City shall not make statements, provide information for distribution, or provide background information on behalf of the City unless specifically directed to do so by the City Manager and/or the Mayor.

Provided that they have prior permission to do so from the City Manager or the Mayor, employees, Council members, and members acting in a capacity with a committee or a board governed by the City shall speak publicly on behalf of the City only in accordance with established public information procedures.

Failure to comply with the City's Press Release/Media Relations policy shall be grounds for disciplinary action.



## City Council Agenda Item # 18

**Title:** Consideration of approving the renewal of annual general services contract for engineering with Freese and Nichols Engineering.

**Date:** September 6, 2022

**From:** Tim Kelty, City Manager

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**Staff Recommendation:**

Staff recommends approval of this contract renewal.

**Item Summary:**

Three years ago, following an extensive RFQ process and series of interviews, the city selected Freese and Nichols as the city engineer. The general services contract that was awarded was a one-year contract, which has been renewed the last two years. Freese and Nichols has proposed the attached one-year extension with rates being very close to the same as last year. Rates for a few classifications have gone down, but overall the rates are very similar to what they were in the previous renewal. Normally Freese and Nichols reviews their rate schedule and does an annual adjustment. In the first renewal rates stayed the same, and last year's renewal Freese and Nichols there was about a 5.7% increase.

**Background Information:**

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

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

Any task authorization previously approved and underway would continue under the prior hourly rates.

**Special Considerations:** Currently Freese and Nichols is working on a number of major initiatives for the City, including the three sanitary sewer projects that are moving forward



efficiently. Most recently with the Phase 2 Concrete street design, they expedited the design to accommodate the approaching completion of Construction for Phase 1.

**Financial Impact:**

There is no significant change to the terms of the agreement so there will be no change to the ongoing financial impact which is seen project by project.

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

**Supporting Documentation:** Agreement

**MASTER PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is entered into by City of Freeport, Texas (Client) and Freese and Nichols, Inc. (FNI). In consideration of FNI providing professional services for Client and Client utilizing these services, the parties hereby agree:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with various projects. A detailed description of the various project scopes and fees will be outlined in Task Authorizations as services are requested by Client. FNI will not begin services until a Task Authorization is agreed upon between FNI and Client. A Task Authorization example is included as Attachment A.
- II. **SCOPE OF SERVICES:** Details concerning the Scope of Services and Responsibilities of the Client will be included in the Task Authorization authorized under this Agreement.
- III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services as outlined within each Task Authorization issued under this Agreement. Fees for services will be negotiated for each Task Authorization.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement, as set forth in Attachment TC – Terms and Conditions of Agreement, shall govern the relationship between the Client and FNI.
- V. **GOVERNING LAW; VENUE:** This Agreement shall be administered and interpreted under the laws of the State of Texas. Venue of any legal proceeding involving this Agreement shall be in Tarrant County, Texas.
- VI. **EFFECTIVE DATE:** The effective date of this Agreement is August 22, 2022. This Agreement is valid through August 21, 2023 and may be extended by mutual agreement.



Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the Client and FNI. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and FNI and not for the benefit of any other party. This Agreement constitutes the entire agreement between the Client and FNI and supersedes all prior written or oral understandings.

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

**CITY OF FREEPORT, TEXAS**

**FREESE AND NICHOLS, INC.**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Attest: \_\_\_\_\_

By:  \_\_\_\_\_  
 Name: CHARLES M. WOLF  
 Title: PRINCIPAL / VICE PRESIDENT  
 Date: 8/25/22  
 Attest:  \_\_\_\_\_

ATTACHMENT A – TASK AUTHORIZATION EXAMPLE



MASTER PROFESSIONAL SERVICES AGREEMENT

TASK AUTHORIZATION

(Client's Legal Name)

(Address)

(City, State, Zip)

FNI Project:  (FNI Project Code)

Client Contract:  (PO/Contract No.)

Date:  (Select Date)

Project Name:  (Name of the Project)

Description of Services:  (Description of Services)

Deliverables:  (Deliverables)

Schedule:  (Schedule)

Compensation Type:  (Select Compensation Type)

Amount Authorized: \$  (Amount)

*The services described above shall proceed upon execution of this Task Authorization. All other provisions, terms, and conditions of the Master Professional Services Agreement which are not expressly amended shall remain in full force and effect.*

(CLIENT'S LEGAL NAME)

FREESE AND NICHOLS, INC.

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

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

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

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

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

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

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

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

**COMPENSATION**

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

<u>Position</u>	<u>Hourly Rate</u>
Professional 1	\$112
Professional 2	\$137
Professional 3	\$153
Professional 4	\$177
Professional 5	\$207
Professional 6	\$236
Construction Manager 1	\$97
Construction Manager 2	\$120
Construction Manager 3	\$131
Construction Manager 4	\$164
Construction Manager 5	\$197
Construction Manager 6	\$225
Construction Representative 1	\$87
Construction Representative 2	\$97
Construction Representative 3	\$120
Construction Representative 4	\$131
CAD Technician/Designer 1	\$96
CAD Technician/Designer 2	\$123
CAD Technician/Designer 3	\$152
Corporate Project Support 1	\$91
Corporate Project Support 2	\$110
Corporate Project Support 3	\$146
Intern / Coop	\$56
Senior Advisor	\$175

**RATES FOR IN-HOUSE SERVICES AND EQUIPMENT:**

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates				
		<u>B&amp;W</u>	<u>Color</u>	Valve Crew Vehicle (hour) \$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each) \$100
	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
<u>Technology Charge</u>	Bond	\$0.25	\$0.75	Microscope (each) \$150
\$8.50 per hour	Glossy / Mylar	\$0.75	\$1.25	Pressure Recorder (per day) \$200
	Vinyl / Adhesive	\$1.50	\$2.00	Ultrasonic Thickness Gauge (per day) \$275
	Mounting (per sq. ft.)	\$2.00		Coating Inspection Kit (per day) \$275
	Binding (per binding)	\$0.25		Flushing / Clactor (each) \$500
				Backpack Electrofisher (each) \$1,000
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

**OTHER DIRECT EXPENSES:**

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

*These rates are subject to change annually in February.*

## TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** As used herein: (1) City refers to the party named as such in the Agreement between the City and FNI; (2) FNI refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents; and (3) Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **INFORMATION FURNISHED BY CITY:** City will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by City. To the fullest extent permitted by law, City agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs, and expenses arising therefrom. FNI shall disclose to City, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications, or other information furnished by City to FNI that FNI may reasonably discover in its review and inspection thereof.
3. **STANDARD OF CARE:** The standard of care for all professional Services performed or furnished by FNI under this Agreement will be the skill and care ordinarily used by members of the subject profession practicing under the same or similar license and circumstances at the same time and in the same locality. FNI makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by FNI.
4. **INSURANCE:** FNI shall provide City with certificates of insurance with the following minimum coverage:

<u>Commercial General Liability</u>	<u>Workers' Compensation</u>
\$2,000,000 General Aggregate	As required by Statute
<u>Automobile Liability (Any Auto)</u>	<u>Professional Liability</u>
\$1,000,000 Combined Single Limit	\$3,000,000 Annual Aggregate
5. **CHANGES:** City, without invalidating the Agreement, may order changes within the general scope of the Services required by the Agreement by altering, adding, and/or deducting from the Services to be performed. If any such change under this clause causes an increase or decrease in FNI's cost or the time required for the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement will be modified in writing accordingly.

FNI will make changes to the drawings, specifications, reports, documents, or other deliverables as requested by City. However, when such changes differ from prior comments, directions, instructions, or approvals given by City or are due to causes not solely within the control of FNI, FNI shall be entitled to additional compensation and time required for performance of such changes to the Services authorized under this Agreement.
6. **OPINION OF PROBABLE CONSTRUCTION COSTS:** No fixed limit of project construction cost shall be established as a condition of the Agreement, unless agreed upon in writing and signed by the parties hereto. If a fixed limit is established, FNI shall be permitted to include contingencies for design, bidding, and price escalation in the construction contract documents to make reasonable adjustments in the scope of the Project to adjust the project construction cost to the fixed limit. Such contingencies may include bid allowances, alternate bids, or other methods that allow FNI to determine what materials, equipment, component systems, and types of construction are to be

included in the construction contract documents. Fixed limits, if any, shall be increased by the same amount as any increase in the contract price after execution of the construction contract.

FNI will furnish an opinion of probable construction or program cost based on present day pricing, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, FNI cannot and does not warrant or represent that bids or cost proposals will not vary from the City's project budget or from any estimate or opinion of probable construction or program cost prepared by or agreed to by FNI.

7. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for the Services of FNI shall be due and payable upon submission of a statement for Services to City and in acceptance of the Services as satisfactory by City. Statements for Services shall not be submitted more frequently than monthly. Any applicable taxes imposed upon Services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

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

If FNI's Services are delayed or suspended by City or are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data, and other project information developed in the execution of the Services provided under this Agreement shall be the property of City upon payment of FNI's fees for Services. FNI may retain copies for record purposes. City agrees such documents are not intended or represented to be suitable for reuse by City or others. Any reuse by City or by those who obtained said documents from City without written verification or adaptation by FNI, will be at the City's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. To the fullest extent permitted by law, City shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data, and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to City, and FNI shall indemnify and hold harmless City from all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or resulting therefrom.
9. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.

10. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these Services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the construction contract documents. In performing these Services, FNI will report any observed deficiencies to City, however, it is understood that FNI does not guarantee the contractor's performance, nor is FNI responsible for the supervision of the contractor's operation and employees. FNI shall not be responsible for the contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident to the work of the contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the Project. If City designates a resident project representative that is not an employee or agent of FNI, the duties, responsibilities, and limitations of authority of such resident project representative will be set forth in writing and made a part of this Agreement before the construction phase of the Project begins.
11. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** City agrees to include provisions in the general conditions of the construction contract that name FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by the contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the indemnification provisions where the City is named as an indemnified party.
12. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the project site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
13. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, City determines that any subcontractor for FNI is incompetent or undesirable, City shall notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and City.
14. **PURCHASE ORDERS:** If a purchase order is used to authorize FNI's Services, only the terms, conditions, and instructions typed on the face of the purchase order shall apply to this Agreement. Should there be any conflict between the purchase order and the terms of this Agreement, then this Agreement shall prevail and be determinative of the conflict.
15. **CONSEQUENTIAL DAMAGES:** In no event shall FNI be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental, or consequential damages (such as loss of product, loss of use of equipment or systems, loss of anticipated profits or revenue, non-operation or increased expense of operation), arising out of, resulting from, or in any way related to this Agreement or the Project.
16. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.

**17. SUCCESSORS AND ASSIGNMENTS:** City and FNI and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

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





FREEAND-02

KSUBTON

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/4/2022

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

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

**PRODUCER**  
Ames & Gough  
8300 Greensboro Drive  
Suite 980  
McLean, VA 22102

**CONTACT NAME:**  
**PHONE (A/C, No, Ext):** (703) 827-2277 **FAX (A/C, No):** (703) 827-2279  
**E-MAIL ADDRESS:** admin@amesgough.com

**INSURED**  
Freese and Nichols, Inc.  
801 Cherry Street, Suite 2800  
Fort Worth, TX 76102

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Underwriters Insurance Company A+ (XV)	30104
INSURER B:	Twin City Fire Insurance Company A+ (XV)	29459
INSURER C:	Hartford Casualty Insurance Company A+ (XV)	28424
INSURER D:	Hartford Accident and Indemnity Company A+ (XV)	22357
INSURER E:	Continental Casualty Company (CNA) A, XV	20443
INSURER F:		

### COVERAGES

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (NSD) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		42UUNOL5238	10/23/2021	10/23/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liab.					MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
	OTHER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		42UENOL5558	10/23/2021	10/23/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	42XHU OL 5747	10/23/2021	10/23/2022	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		42WBOL6H3F	10/23/2021	10/23/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
E	<input checked="" type="checkbox"/> Professional Liab.		AEH008214422	10/23/2021	10/23/2022	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
						Per Claim 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
PROFESSIONAL LIABILITY AGGREGATE LIMIT: \$10,000,000

### CERTIFICATE HOLDER

City of Freeport  
200 W Second Street  
Freeport, TX 77541

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE



## City Council Agenda Item # 19

**Title:** Discussion regarding the redistricting of City Council Wards

**Date:** September 6, 2022

**From:** Tim Kelty, City Manager

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**Staff Recommendation:**

Staff recommends discussion regarding the process for considering the redistricting of city council wards for Freeport.

**Item Summary:**

Following the decennial census, cities are required to consider and take action on the possible redistricting of City Council Wards. Wards are required to not vary in population by more than 10% between the most and least populous Ward. The last full redistricting that was adopted was in 2002.

Redistricting is usually a very complicated and sometimes contentious issue, and therefore it is recommended that an independent 3<sup>rd</sup> party be used to facilitate the process. Bickerstaff Heath Delgado Acosta LLP is a recognized law firm that has a specialty in this regard. They were recommended by both the City Attorney and the City of Clute, who used them successfully earlier this year. Staff has requested a proposal from Bickerstaff for these services to be presented at the next Council meeting.

**Background Information:**

According to Sid Falk, attorney for Bickerstaff, the process for redistricting should be as follows:

1. An initial assessment is developed compiling all 2020 census information according Census Block, to determine the extent to which Ward populations may exceed the legal requirements, and a data base is built from that assessment.
2. The findings of the initial assessment are presented to City Council.
3. Council would adopt 2 resolutions, one setting Guidelines for the process and one establishing criteria for any potential changes.
4. Based on those Resolutions a number of sample plans are created and presented.
5. A live public line drawing session is facilitated by the consultant.
6. A public comment period is held followed by a public hearing regarding any options developed

7. Followed by adoption of a new Ward map. (which can change following public hearing and further council debate)

**Special Considerations:**

There is the potential that the initial assessment determines that redistricting is unnecessary. The deadline for adopting any redistricting would be the date when filing for Council opens in January for the May election. It is recommended that this process be completed by December.

**Financial Impact:**

N/A

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

Na

**Supporting Documentation:** None



## City Council Agenda Item # 20

**Title:** Discussion regarding Solid Waste Contract with Ameriwaste.

**Date:** September 6, 2022

**From:** Councilmen Pena and Cain

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**Staff Recommendation:** This item was requested to be placed on the Agenda by Councilmen Jeff Pena and Jerry Cain.

**Item Summary:** This issue is regarding Roll off Dumpsters and options regarding the provision of this service within the city of Freeport.

**Background Information:** Council approved a contract for Solid Waste Services with AmeriWaste on December 6<sup>th</sup>, 2021 which went into effect on February 1<sup>st</sup>, 2022. Under Franchise authority of the City of Freeport that contract provided for all solid waste services within the City of Freeport with the exception on Industrial waste, to be provided for by Ameriwaste. According to Section 21.1 of that agreement, the *CONTRACTOR shall not subcontract any task under the Agreement without the written consent of the City except for the Roll-off Services with will be provided by Waste Masters of Texas. CONTRACTOR shall submit a list of any additional potential subcontractors for advance approval of the City*

**Special Considerations:** The issue came up recently when it was identified that some residents were independently soliciting and securing solid waste services in the form of temporary roll off dumpsters from other vendors, in violation of that agreement and the city's authority to exclusively provide that service through its contractor.

Notice was given to those property owners that they were required by city Ordinance and by the City's agreement with Ameriwaste that those dumpsters were required to be provided by the city contractor at the rate adopted by City Council.

**Financial Impact:** Unknown

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

**Supporting Documentation:** Signed AmeriWaste Solid Waste Contract, and City Solid Waste Franchise Ordinance Title 5, Chapter 50, Sec. 2.

**CITY OF FREEPORT  
SOLID WASTE AGREEMENT**

This Agreement is made and entered into as of December 6 2021 by and between the City of Freeport, Texas, a municipal corporation located principally in Brazoria County, Texas (hereinafter the "City"), and AmeriWaste Solutions, Inc., (herein after "CONTRACTOR") with an effective date of February 1, 2022 for all Residential and Light Commercial Services and an effective date of no later than April 1, 2022 for all Commercial Services.

**Section 1.  
Definitions of Terms**

Whenever in this Agreement the following terms are used, they shall be defined as follows:

**Bulky Waste.** Solid Waste not easily containerized in a Cart or Dumpster such as, but not limited to appliances, furniture, and other Solid Waste. Bulky Waste shall not include Excluded Waste.

**Bulky Waste Services.** Collection of Bulky Waste and Disposal of Bulky Waste at a Disposal Site or Recycling of Bulky Waste at a Recycling Facility.

**Bundle.** Yard Trimmings securely tied together forming an easily handled package not exceeding four feet in length or 50 lbs. in weight.

**Business Day.** Monday through Sunday between the hours of 8:00am to 5:00pm, excluding Federal Holidays

**Cart.** A receptacle, equipped with wheels and a bar, with a capacity of approximately forty-eight (48), sixty-five (65), or ninety-six (96) gallons, designed to be mechanically dumped into a loader-packer type truck via a fully automated truck arm or semi-automated truck tipper.

**City.** The City of Freeport, Texas and City's officers, elected officials, employees, agents, volunteers, and representatives.

**City Council.** The governing body of the City.

**City Event.** An event designated by the CM to receive City Services. The CM has the sole authority to add or eliminate City Events.

**City Facility.** A City-owned or operated facility. The CM has the sole authority to add or eliminate City Facilities to receive City Services.

**City Manager ("CM").** The City's City Manager or a person authorized to act for the CM.

**City Services.** Solid Waste Services for City Events and City Facilities.

**Collect or Collection.** The act of removing Solid Waste for transport to a Disposal Site, removing Yard Trimmings for transport to a Yard Trimmings Facility or to a Disposal Site, and removing Bulky Waste for transport to a Disposal Site.

**Commercial Refuse.** All Bulky Waste, Construction Debris, Garbage, Yard Waste and Rubbish generated by a Producer at a Large Commercial Unit.

**Commercial Unit.** All premises, locations or entities, public or private, requiring refuse collection within the corporate limits of the City that are not classified as a residential unit or light commercial unit.

**Compactor.** A compaction mechanism, whether stationary or mobile, designed to attach to a Roll-off.

**Contractor.** Shall mean the person, corporation, or partnership performing solid waste collection and disposal.

**Construction Debris.** Shall mean waste building materials resulting from construction, remodeling, repair, or demolition operations, typically collected in roll-off bins without lids and which are typically disposed of at Type IV landfills.

**Curbside.** The location within three (3) feet of the curb of the street abutting such property that provides primary access to the Service Unit as designated by the CM unless such placement interferes with or endangers movement of vehicles and pedestrians.

**Customer(s).** An occupant of a Residential Unit or a Non-Residential Unit in Freeport, and that has a City utility account that is billed for Solid Waste service on a monthly basis.

**Dead Animal.** Animal or part of an animal equal to or greater than ten (10) pounds in weight that has expired from any cause except those slaughtered or killed for human use.

**Disposal.** In accordance with 30 Texas Administrative Code § 330.3, defined as “The discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste or hazardous waste (whether containerized or uncontainerized) into or on any land or water so that such solid waste or hazardous waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including groundwater”.

**Disposal Site or Facility.** All contiguous land, structures, other appurtenances, and improvements on the land that is licensed and permitted, as required by all governmental bodies having jurisdiction, for disposing of Solid Waste. A Disposal Site may be publicly or privately owned and may consist of several Disposal operational units.

**Dumpster.** A watertight receptacle, with a capacity of approximately two (2) cubic yards up to approximately eight (8) cubic yards, equipped with lid and designed to be mechanically dumped into a loader-packer type truck.

**Excluded Waste.** Hazardous Waste, Special Waste, and Construction or Demolition Waste.

**Garbage.** In accordance with 30 Texas Administrative Code § 330.3, defined as “Solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling, and sale of produce and other food products.”

**Generator.** Any person or entity that produces Solid Waste.

Green Waste. Grass, leaves, tree trimmings, branches and other items derived from plants. This does not include tree trunks or root balls.

Hazardous Waste. In accordance with 30 Texas Administrative Code § 330.3, defined as “Any solid waste identified or listed as a Hazardous Waste by the administrator of the United States Environmental Protection Agency under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, 42 United States Code, §§6901 *et seq.*, as amended.”

Heavy Trash. Refuse that is of such size and weight that it cannot be placed in a thirty-two (32) gallon container, or if it can be placed into a thirty-two (32) gallon container, its weight exceeds fifty (50) pounds. Heavy trash shall not include items or materials which cannot be safely lifted and placed upon a truck by two (2) people. Heavy trash shall include tree limbs less than four feet (4’) in length and loose lumber less than four feet (4’) in length provided the aggregate weight of such tree limbs and/or lumber does not exceed two hundred (200) pounds (see “Bundle” definition).

Household Hazardous Waste. Waste that would be chemically or physically classified as Hazardous Waste but is excluded from regulation as a Hazardous Waste pursuant to the regulations of the Environmental Protection Agency because it is generated by a household and generally includes fertilizers, pesticides, paint, paint-related materials, household cleaners, white goods (free of Freon), batteries, thermometers, automotive products, electronics, poop chemicals, aerosol cans, tires, fluorescent bulbs and small propane containers. Household Hazardous Waste does not include business/commercial waste, medical waste (pharmaceuticals, sharps/needles), radioactive waste, PCBs, dioxins, ammunitions, explosives, compressed gas cylinders, smoke detectors.

Light Commercial Unit. A commercial unit generating not more than four (4) ninety-six (96) gallon containers of Commercial Refuse during a calendar week.

May or Should. Not mandatory but permissible.

Refuse. A nonputrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials, combustible rubbish, including paper, rags, cardboard, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, and similar materials; noncombustible rubbish, including glass, crockery, tin cans, aluminum cans, metal furniture and like materials which will not burn at ordinary incinerator temperatures (1600°F to 1800°F), but not including construction debris.

Resident. A person who resides at a Residential Unit.

Residential Unit(s). An improved property which is used, or capable of being used, for domestic use by a single family, including a single-family dwelling, duplex, fourplex, townhouse, apartment or condominium unit. A Residential Unit shall be deemed occupied when either water or electric services are being supplied thereto. A townhouse, fourplex, duplex, or condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family Dwelling Units, shall be treated as a Residential Unit, except that each Dwelling Unit within any such Residential Unit shall be billed separately as a Residential Unit. Those Residential Units designated by the CM to be served by a Dumpster or Roll-off Compactor shall not be included in this definition and shall be a Non-Residential Service Unit.

Residential Waste Services. Solid Waste Services, Bulky Waste Services, and Yard Trimmings Services for Residential Units and Light Commercial Units. (See Section 9)

Roll-off. A watertight receptacle, with a capacity of approximately twenty (20) cubic yards up to approximately forty (40) cubic yards, intended to be loaded onto a motor vehicle.

Roll-off Compactor. A Roll-off with a Compactor.

Rubbish. In accordance with 30 Texas Administrative Code § 330.3, defined as “Nonputrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, Cartons, wood, excelsior, furniture, rubber, plastics, brush, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).”

Shall or Must. Mandatory and not merely discretionary or optional.

Solid Waste. In accordance with 30 Texas Administrative Code § 330.3, defined as “Garbage, rubbish, refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:

- (a) solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26.
- (b) soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements; or
- (c) waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or repressurizing plants and is Hazardous Waste as defined by the administrator of the United States Environmental Protection Agency under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as amended (42 United States Code, §§6901 *et seq.*)
- (d) Excluded Waste.

Solid Waste Cart. A Cart utilized exclusively for Solid Waste Services.

Solid Waste Services. Collection of Solid Waste and Disposal of Solid Waste at a Disposal Site.

Special Waste. In accordance with 30 Texas Administrative Code § 330.3, defined as “Any solid waste or combination of solid wastes that because of its quantity, concentration, physical or chemical characteristics, or biological properties requires special handling and



Disposal to protect human health or the environment. If improperly handled, transported, stored, processed, or disposed of or otherwise managed, it may pose a present or potential danger to human health or the environment. Special wastes are:

- (a) Hazardous Waste from conditionally exempt small-quantity generators that may be exempt from full controls under Chapter 335, Subchapter N of this title (relating to household materials Which Could Be Classified as Hazardous Wastes).
- (b) Class 1 industrial nonhazardous waste.
- (c) Untreated medical waste.
- (d) Municipal wastewater treatment plant sludges, other types of domestic sewage treatment plant sludges, and water-supply treatment plant sludges.
- (e) Septic tank pumpings.
- (f) Grease and grit trap wastes.
- (g) Wastes from commercial or industrial wastewater treatment plants; air pollution control facilities; and tanks, drums, or containers used for shipping or storing any material that has been listed as a hazardous constituent in 40 Code of Federal Regulations (CFR) Part 261, Appendix VIII but has not been listed as a commercial chemical product in 40 CFR §261.33(e) or (f).
- (h) Slaughterhouse wastes.
- (i) Dead animals.
- (j) Drugs, contaminated foods, or contaminated beverages, other than those contained in normal household waste.
- (k) Pesticide (insecticide, herbicide, fungicide, or rodenticide).
- (l) Discarded materials containing asbestos.
- (m) Incinerator ash.
- (n) Soil contaminated by petroleum products, crude oils, or chemicals in concentrations of greater than 1,500 milligrams per kilogram total petroleum hydrocarbons; or contaminated by constituents of concern that exceed the concentrations listed in Table 1 of §335.521(a)(1) of this title (relating to Appendices).
- (o) Used oil.
- (p) Waste from oil, gas, and geothermal activities subject to regulation by the Railroad Commission of Texas when those wastes are to be processed, treated, or disposed of at a solid waste management facility authorized under this chapter.
- (q) Waste generated outside the boundaries of Texas that contains:
  - a. any industrial waste.
  - b. any waste associated with oil, gas, and geothermal exploration, production, or development activities; or
  - c. any item listed as a special waste in this paragraph.
- (r) Lead acid storage batteries; and
- (s) Used-oil filters from internal combustion engines.

Unit. Residential and Non-Residential Units that qualify for services

Work. The furnishing of all labor, materials, equipment, and other incidentals necessary for the successful completion this Agreement and the carrying out of all duties and obligations imposed by this Agreement.

Yard Trimmings or Yard Waste. In accordance with 30 Texas Administrative Code § 330.3, defined as “Leaves, grass clippings, yard and garden debris, and brush, including clean woody vegetative material not greater than six inches in diameter, that results from landscaping maintenance and land-clearing operations. The term does not include stumps, roots, or shrubs with intact root balls.”

## **Section 2. Scope of Services**

The Work to be done shall consist of providing Solid Waste Services (as defined above) which includes the collecting, processing and/or disposing, at its own cost and expense, all Solid Waste (including Garbage, Refuse, Rubbish and Heavy Trash), and Green Waste collected from every Residential, Light Commercial and Commercial Units within the corporate limits of the City as the present and future boundaries exist. CONTRACTOR shall also provide two (2) Community Household Bulky Waste collection events per year at a centralized location specified and provided by the City.

## **Section 3. Vehicles and Equipment**

1. CONTRACTOR shall provide and maintain a fleet of solid waste collection vehicles and equipment sufficient in number and capacity to perform the work and render the services required by this contract during peak and non-peak seasons. CONTRACTOR shall provide, at all times, well-maintained vehicles and equipment and keep them in good repair, clean and sanitary, and free of leaks and excessive emissions. CONTRACTOR shall contain, enclose, or tie all waste and refuse in a manner that prevents spilling, leaking or blowing. CONTRACTOR shall be responsible for immediate cleanup of all leakage, spillage, and blown debris resulting from equipment in compliance with all laws and manufacturers’ specifications. CONTRACTOR’S name and telephone number shall be clearly marked on both sides of each vehicle or equipment.
2. All Dumpsters and Roll-off Containers shall be maintained by CONTRACTOR in good condition. Dumpsters will be changed, as needed, to maintain all health and safety concerns, free of charge. All other container movement will be as agreed by the CONTRACTOR and Customer. All Roll Off loads must meet TxDOT weight requirements.

## **Section 4. Collection Schedule and Frequency**

1. Residential Collections: CONTRACTOR shall schedule all residential collections by zone on either a Monday/Thursday or a Tuesday/Friday cycle. No residential collection shall be made on Saturdays or Sundays unless CONTRACTOR is directed to do so by the City. Residential Services shall occur between 7:00 a.m. and 7:00 p.m. on the scheduled collection day(s). CONTRACTOR shall pick up Heavy Trash/Bulky Waste monthly based on four (4) zones each Wednesday.
2. Light Commercial Collections: CONTRACTOR shall discuss with each light commercial unit its collection days and frequency. No commercial collection will be made prior to 7:00 a.m. if such collection is in or adjacent to a residential neighborhood.
3. Commercial Collections: CONTRACTOR shall schedule commercial collection at least once a week for Solid Waste (excluding Heavy Trash) and Green Waste, all to be contained within a dumpster. Collection of Commercial Heavy Trash and Bulky Waste is based on a price negotiated between the Contractor and the Commercial Customer.

**Section 5.  
Collection Days and Routing**

1. Collection shall occur in a routine manner following established routes.
2. CONTRACTOR shall submit route maps to the City thirty (30) days prior to implementation of service. Maps will detail each collection route for Residential Collections. CONTRACTOR shall create routes based on customer needs for Light Commercial and Commercial Collections. Should a routing schedule change be approved, CONTRACTOR shall notify Customers in the affected area of the change in schedule or routing and the anticipated effect on the collection time.
3. CONTRACTOR shall collect all items placed at the curb that are included in the Residential Waste Services on the first pass by of the Customer. CONTRACTOR may, in its sole discretion, reject any Excluded Waste provided by the Customer.

**Section 6.  
Holiday Schedule**

1. CONTRACTOR may observe New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
2. CONTRACTOR shall provide each Customer affected by a holiday at least one collection day during the Holiday week. If a Holiday falls on a Wednesday, Contractor shall adjust schedule if necessary to makeup missed bulk waste pick-up on the following Saturday.

**Section 7.  
Customer Service Office**

1. CONTRACTOR shall provide and staff an office facility to receive customer calls and to provide face to face service.
2. CONTRACTOR shall maintain a telephone line to receive customer complaints, request or comments from 8:00 AM until 5:00 PM, local time, Monday through Friday.
3. CONTRACTOR shall maintain an internet email address to receive complaints, request or comments from customers.

**Section 8.  
Performance Standards**

CONTRACTOR and employees shall adhere to the following performance standards:

1. Garbage/refuse containers shall be replaced upright within two (2) feet of Customer's placement without obstructing traffic, driveways or damaging landscaping.
2. Dumpsters, Roll-offs and Compactors shall be replaced upright within eighteen inches (18") of the Customer's placement (request), without obstructing traffic or damaging landscape but allowing for accessible pick-up by CONTRACTOR.
3. CONTRACTOR shall not leave loose material, which during collection may fall in the streets or property of Customers and will collect any loose material that is generated during the collection operations.

4. CONTRACTOR shall maintain a consistent route schedule and comply with provisions related to hours of service.
5. Collection schedules shall be consistently performed as to morning or afternoon collection times.
6. Drivers are expressly forbidden to use their emergency brake to stop a moving vehicle, except in cases of emergencies.
7. CONTRACTOR will not use vehicles that leak oil, hydraulic fluid or other substances, or present an unhygienic or unsafe appearance.
8. CONTRACTOR shall propose and implement measures to prevent spillage with the mode of collection (automated/semi-automated) used by the CONTRACTOR and CONTRACTOR shall pick up any spillage caused by CONTRACTOR or its employees.

#### **Section 9. Collections**

It is hereby agreed, understood and contracted that CONTRACTOR shall perform the following acts:

1. Residential Units: CONTRACTOR shall collect and dispose of Solid Waste (excluding Heavy Trash) placed in garbage and refuse containers from each Residential Unit not exceeding sixty-five (65) gallon in size at least twice a week. Upon request from a residential customer, additional carts shall be provided for an additional monthly fee. CONTRACTOR shall collect and dispose of Green Waste from each Residential Unit placed in bags of adequate strength, and that branches, brush and similar woody material are bundled and tied in lengths not exceeding four feet (4') or having diameters not exceeding eighteen inches (18"), or overall weight exceeding fifty pounds (50 lbs.) at least once a week, except for emergencies resulting from force majeure events or Acts of God or when notified by the City to not pick up due to delinquent payment. Residents are limited to six (6) items per service day. CONTRACTOR shall provide all containers for use by all residential units, which containers shall allow Solid Waste and Green Waste to be contained, tied or enclosed so that leaking, spilling or blowing can be prevented.

CONTRACTOR shall collect and dispose of Bulky Waste/Heavy Trash (including Household Appliances) from each Residential Unit at least once a month. Household appliances shall mean furniture, washing machines, dryers, stove and the like (excluding refrigerators, freezers, televisions, and computers). Residents are limited to five (5) cubic yards of Bulky Waste/Heavy Trash generated from their residence monthly. Bulky Waste/Heavy Trash exceeding the five (5) cubic yard limit shall be charged an additional fee per cubic yard over the 5 cubic yard limit, which shall be determined and evidenced by the CONTRACTOR.

2. Light Commercial Units: CONTRACTOR shall collect and dispose of Solid Waste (excluding Heavy Trash) at least once a week. CONTRACTOR shall collect and dispose of Green Waste from each Light Commercial Unit at a frequency of no less than once a week. The total amount of Solid Waste (excluding Heavy Trash), or Green Waste from any Light Commercial Unit may not exceed four (4) ninety-six (96) gallon containers per week. CONTRACTOR shall provide all containers for

use by all light Commercial Units, which containers shall allow Solid Waste and Green Waste to be contained, tied or enclosed so that leaking, spilling or blowing can be prevented.

3. Commercial Units: CONTRACTOR shall collect and dispose of Solid Waste and Green Waste from each Commercial Unit within the City. CONTRACTOR'S collection frequency shall occur according to directive of the Customer. CONTRACTOR shall provide all containers for use by all Commercial Units, which containers shall allow to be Solid Waste and Green Waste to be contained, tied or enclosed so that leaking, spilling or blowing can be prevented. Commercial Units upon or within which food is prepared, processed or served shall be provided collection services not less than twice weekly, except with the written permission from the CM or his designee. CONTRACTOR shall not place dumpsters on City right-of-way without the written permission from the CM or designee.
4. City Facilities: CONTRACTOR shall collect and dispose of Solid Waste and Green Waste and at all City Facilities as requested by the City. Solid Waste and Green Waste at each site shall be placed in bins or dumpsters provided by the CONTRACTOR. A list of City Facilities is attached and incorporated as Exhibit A. These services shall be at no cost to the City excluding Roll-off Services. CONTRACTOR shall provide up to fifteen (15) Roll-offs with a capacity of thirty (30) cubic yards to the City upon request during each calendar year at no cost to the City.
5. Special Collections and Services: Upon written request and/or reasonable verbal notice from City, CONTRACTOR shall collect and dispose of Solid Waste and perform similar services resulting from Special Events. Such events shall be civic oriented and will be held at various places and at various times of the year. Services for events may include carts, dumpsters and trash boxes. This service shall be of no cost to the City limited to up to three (3) events per year.
6. Community Bulky Waste Collection: CONTRACTOR shall provide a minimum of two (2) community bulky waste collection event per year on agreed upon Saturdays at a location specified and provided by the City whereby CONTRACTOR shall accept Household Bulky Waste from residents and employees of the City. CONTRACTOR shall organize and implement all details of the event, including complying with all applicable Federal, State and local laws in conducting the event and in the packaging, removing and disposing of all waste collected. CONTRACTOR agrees to remove and clean up any spill or other release of waste collected at the event and to restore the affected event site facilities to their original condition. The City agrees to assist with the event by providing street barriers for traffic control and by supplementing CONTRACTOR'S advertising with information posted on the City's website and social media accounts. All appliances that contain Freon must include a certification that all Freon has been removed by a certified technician.

#### **Section 10. Customer Rates**

Subject to adjustments described in Section 11, CONTRACTOR shall perform Scope of Services identified in this Agreement in accordance with the rate schedule, attached and incorporated as Exhibit B. Upon the second anniversary of the effective date of this contract, the rate schedule shall be updated annually based on the CPI Adjustment. and the Fuel Adjustment. An updated Exhibit B shall be incorporated into the Agreement at the start of each new year. For all Residential Customers and Light Commercial Customers, the City shall bill the Customers directly, collect all customer fees and compensate CONTRACTOR according to the rate schedule in Exhibit B. For all Commercial Customers, CONTRACTOR shall bill the Customer directly and collect all customer fees, sales tax amounts and franchise fees and remit the required amounts to the City within the required timeframe.

**Section 11.**  
**Annual Customer Rate Adjustment**

1. **CPI Adjustment:** Following the second year of the agreement and each year thereafter, the City shall automatically adjust the base rate for all Customers. The rate of adjustment (hereinafter "CPI Adjustment") shall equal 75% of the Consumer Price Index-All Urban Consumers from the previous calendar year as published by the United States Department of Labor, Bureau of Statistics. The CPI Adjustment shall be calculated before any Fuel Adjustment calculation or other rate adjustment calculation.
2. **Fuel Adjustment:** Following the second year of the agreement and each year thereafter, the City shall also automatically adjust the base rate for all Customers based on changes in diesel fuel prices on January 1<sup>st</sup> of the current year and in accordance with the Fuel Schedule, attached and incorporated as Exhibit C. The rate of fuel adjustment (hereinafter "Fuel Adjustment") shall be as determined by reference to the Energy Information Administration of the US Department of Energy's ("EIA/DOE") Weekly Retail on Highway Diesel Prices for the Gulf Coast and Exhibit C. The City shall round the fuel adjustment rate to the nearest cent. The EIA/DOE currently publishes diesel fuel prices on their website.

**Section 12.**  
**Franchise Fees and Remuneration**

1. **For Residential and Light Commercial Units:** The City shall bill Residential and Light Commercial Units directly. The City shall pay CONTRACTOR on a monthly basis; such remittance to be received by the CONTRACTOR by the 15th of the month following the month service was rendered. The parties agree that the remittance shall be based on the number of Residential and Light Commercial Units billed by the City for the month of service that was rendered. The City shall use the billing reports ending on the last day of the preceding month in order to determine the total number of Residential Units.
2. **For Commercial Units:** CONTRACTOR shall bill Commercial Unit Customers directly. CONTRACTOR shall remit to the City a monthly franchise fee of ten percent (10%) within twenty-five (25) days of previous service month. The franchise fee will be calculated based on the gross Commercial revenues (excluding sales tax and the franchise fee itself) generated in the City from all Commercial Units. The franchise fee is subject to adjustment by the City during the term of this Agreement. In addition, CONTRACTOR shall supply a report showing the gross revenues collected and used for calculating the franchise fee. Report shall also include a listing of dumpsters, roll off containers, and any other collections by size, frequency, company name, location address and any other pertinent information.

**Section 13.**  
**Safety**

CONTRACTOR shall perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with Occupational Safety and Health Administration (OSHA) and other laws, as they apply to its employees. CONTRACTOR shall be responsible for instructing its employees concerning safe working habits and shall be responsible for compliance with all OSHA regulations.

**Section 14.  
Insurance**

CONTRACTOR shall comply with every condition contained herein. CONTRACTOR shall provide and maintain the minimum insurance coverage set forth below during the term of this Agreement with the City. Policy must be with an insurance company or companies with an A -rated, best -rated or better, licensed to write such insurance in the State of Texas.

1. Commercial General Liability Insurance, at minimum combined single limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent successful proposers, and contractual liability each at \$500,000 per occurrence. Coverage must be written on an occurrence form.
2. Automobile liability insurance shall be no less than \$1,000,000 combined single limit each accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.
3. Policies shall be endorsed to provide the City of Freeport a thirty-(30) day notice of cancellation, material change in coverage, or non-renewal of coverage. Applicable policies shall also be endorsed to name the City of Freeport as an additional insured on General Liability and Auto.
4. Waiver of Subrogation, in favor of the City, with respect to General Liability, Auto and Workers' Compensation (or equivalent).
5. Workers' Compensation Insurance (or equivalent) at statutory limits, including employer's liability coverage at minimum limits. In addition to these, the Proposer must meet each stipulation required by the Texas Workers Compensation Commission; (Note: if you have questions concerning these requirements you should contact the TWCC at (512) 440-3789).

**Section 15.  
Ownership of Waste**

Title to Solid Waste shall pass to CONTRACTOR when placed in CONTRACTOR'S collection vehicle, removed by CONTRACTOR from a Cart, Dumpster or Roll Off, or removed by CONTRACTOR from the customer's premises, whichever last occurs. CONTRACTOR shall not be required to collect or dispose of any materials or substances that may not lawfully be disposed of at a Type I or Type IV Landfill permitted by the Texas Commission on Environmental Quality. Title to and liability for Excluded Waste shall not pass to CONTRACTOR.

**Section 16.  
Spillage**

It is understood and agreed that CONTRACTOR shall not be required to clean up, collect or dispose of any loose or spilled Solid Waste not caused by CONTRACTOR rendering of the Services, or be required to collect and dispose of any excess Solid Waste or Green Waste placed outside of the Containers by any Customers. CONTRACTOR may report the location of such conditions to the City so that the City can issue proper notice to the Customer instructing the Customer or occupant to properly

contain such Solid Waste and/or Green Waste. Should excess Solid Waste and/or Green Waste continue to be placed outside the Containers, the City may require the Customer to increase the frequency of collection of such or require Customer to utilize a Container with sufficient capacity so that the excess Solid Waste and/or Green Waste will be regularly contained. CONTRACTOR shall be compensated for these additional services and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

**Section 17.  
Litter and Odor Control**

It is understood and agreed that CONTRACTOR shall clean up any litter larger than three inches (3") within a ten-foot radius of Collection Area caused by the provision of services. Collection equipment shall be maintained as to prevent odors. CONTRACTOR shall routinely clean collection equipment to maintain a standard of cleanliness.

**Section 18.  
Disposal Site**

CONTRACTOR shall dispose of all Solid Waste and Green Waste collected under this Agreement at a permitted Disposal Site. The Disposal Site shall be licensed and permitted as required by all governmental bodies having jurisdiction for disposing of solid waste.

**Section 19.  
Personnel**

CONTRACTOR shall provide all personnel required to perform the scope of services during the term of this Agreement, including the following:

1. CONTRACTOR shall provide 24-hour representative that is authorized to make decisions and act on its behalf, accessible to the City twenty-four (24) hours a day.
2. CONTRACTOR will hire and maintain Qualified personnel to provide the scope of services, including an operation manager.
3. CONTRACTOR will hire personnel who normally or regularly come into direct contact with the public. CONTRACTOR shall ensure such personnel bear some means of individual identification, such as uniform with name badges, name tags, or identification cards.
4. CONTRACTOR shall ensure all appropriate personnel have a valid commercial driver's license.
5. CONTRACTOR shall retain any necessary temporary labor; and
6. CONTRACTOR shall require that all personnel shall serve the public in a courteous and helpful manner. The City may require that any personnel that is discourteous, belligerent, profane, or in any way intimidating toward Customers be barred from further work under this Agreement.

**Section 20.  
Subcontractors**



1. CONTRACTOR shall not subcontract any task under the Agreement without the written consent of the City except for the Roll-off Services with will be provided by Waste Masters of Texas. CONTRACTOR shall submit a list of any additional potential subcontractors for advance approval of the City.
2. Subcontractors shall be considered employees of CONTRACTOR under the terms of this Agreement. CONTRACTOR shall properly supervise and instruct subcontractor to assure that the subcontractor complies with all requirements of this Agreement in performing any work hereunder.

**Section 21.  
Recordkeeping and Reporting**

CONTRACTOR shall be responsible for maintaining and submitting electronic monthly and annual reports to the City. Monthly reports shall be submitted to the City no later than thirty (30) days following the end of the reporting period. All records shall be available to City at reasonable times and places throughout the Agreement and for a period of five (5) years after last or final payment. Reports will have information specified below and be in electronic format:

1. Document solid waste and bulky waste tonnage delivered to disposal facility.
2. Document commercial collection activity by container size and frequency of pick up.
3. Document complaints, requests and comments, on a daily basis, including the address, time and date for each and the reason, and resolution.
4. Such other documents and reports, as the City may reasonably require, to verify compliance with the Agreement or to meet the City's reporting requirements.
5. Other recordkeeping and reporting requirements as agreed upon by City and CONTRACTOR; and
6. Detailed commercial billings, collections and franchise fees assessed in Excel format.

**Section 22.  
Complaints**

1. CONTRACTOR shall manage customer complaints, including incoming phone calls, and emails addressing concerns, and resolving issues.
2. All Customer complaints about services shall be made and routed directly to CONTRACTOR and shall be given prompt and courteous attention.
3. CONTRACTOR shall resolve all complaints within twenty-four (24) hours of receipt of such complaint and report monthly to City.
4. In the case of alleged missed collections, CONTRACTOR shall make every effort to collect the material on the same day; but it must be collected within one business day after the complaint is received.
4. Any complaint from a Customer that is not resolved to Customer's satisfaction may be managed by the City. CM shall contact CONTRACTOR to review the complaint. CONTRACTOR shall have five (5) business days from the date CM contacted them to review the complaint to

demonstrate that the complaint was resolved consistent with the performance standards outlined in this Agreement. If CONTRACTOR cannot demonstrate that it met the performance standards outlined in this Agreement within the five (5) business day period, then the complaint shall be considered by the City to be unresolved, and the City shall have the authority to assess liquidated damages on CONTRACTOR. CONTRACTOR may appeal any liquidated damages assessment to the City Manager in writing within five (5) business days of the date of the decision of the CM. The City Manager's decision shall be final.

### **Section 23 Termination**

1. Termination by the City: The City may terminate the Agreement in the event of default by CONTRACTOR and failure by CONTRACTOR to cure such default after receiving notice thereof, as provided in this subsection. Default by the CONTRACTOR shall occur if CONTRACTOR fails to observe or perform all of its duties under this Agreement. Should such a default occur, the City may deliver a written notice to CONTRACTOR describing such default and the proposed date of termination. Such date may not be sooner than sixty (60) days following receipt of the notice. The City, at its sole option, may extend the proposed date of termination to a later date. If, thirty (30) days prior to the proposed date of termination, CONTRACTOR cures such default to the satisfaction of the City, the proposed termination shall be ineffective. If CONTRACTOR fails to cure such default to the satisfaction of the City prior to the proposed date of termination, this Agreement is deemed terminated on such date.
  - a. The following, by way of example but not limitation, may be considered grounds for cancellation, in whole or part:
    - Failure of CONTRACTOR to perform or observe any of the obligations, agreement, and conditions required to be performed or observed.
    - Failure of the CONTRACTOR to commence work operations within the time specified in the Agreement.
    - Failure of the CONTRACTOR to provide and maintain sufficient labor and equipment to properly execute working operations.
    - Evidence that the CONTRACTOR has abandoned the work.
    - Evidence that the CONTRACTOR has become insolvent, bankrupt, or otherwise financially unable to carry out the work satisfactorily.
    - Failure on the part of the CONTRACTOR to comply with the terms of the Agreement or any requirements given by the City provided for in this document; or
    - Indication that the CONTRACTOR has made an unauthorized assignment of the Contract or any funds due there from for the benefit of any creditor or for any other purpose.
  - b. Upon the effective date of termination as contained in the notice, CONTRACTOR shall, unless the notice directs otherwise, immediately discontinue all service in connection with this Agreement.

- c. Within thirty (30) days after the date of termination, CONTRACTOR shall submit a statement to the City showing in detail the services performed under this Agreement to the date of termination. The City agrees to compensate CONTRACTOR for that portion of the prescribed charges for which the services were actually performed under this Agreement and not previously paid.
- d. In addition to, or in lieu of, the termination procedure set forth above, the City may take any or all of the following actions in the event of a default by CONTRACTOR:
- The City determines and notifies CONTRACTOR such default poses an immediate threat to the health or safety of any person or to any property interest, and if CONTRACTOR has not cured such default within twenty-four (24) hours after receipt of such notice, the City shall have the right to perform or cause to be performed all or part of the work necessary to cure such default. In the event that the City performs such work, or caused it to be performed, CONTRACTOR shall compensate the City for cost thereof. The City shall have the right to deduct any such compensation due to the City from any sums otherwise due and owing CONTRACTOR.
  - The City may withhold all or part of any sums which would otherwise be due to CONTRACTOR, but which relate to such default, either until such time as such default is cured or if such default cannot be cured, forever.
  - In the event that CONTRACTOR shall fail to perform any of the material provisions of this CONTRACT, the City shall promptly notify the CONTRACTOR of its noncompliance, stating with particularity the facts relating thereto and the period of time CONTRACTOR has to comply. Thereafter, if the event or condition is not corrected or otherwise made to comply with the terms of this Agreement within the period of time specified by this section 25 (1), the same shall constitute an act of noncompliance; or
  - The City may seek reasonable damages and/or attorneys' fees (if damages have been incurred) for breach of agreement and apply the cash bond proceeds to said claims.
2. Termination by CONTRACTOR: CONTRACTOR may terminate its performance under this Agreement only in the event of default by the City and a failure by the City to cure such default after receiving notice thereof. Default by the City shall occur if the City fails to observe any of its material duties under this Agreement. Should such a default occur, CONTRACTOR may deliver a written notice to the City describing such default, specifying the provisions of the Agreement under which CONTRACTOR considers the City to be in default, giving sufficient details of the alleged breach to enable the City to cure and the proposed date of termination. Such date may not be sooner than sixty (60) days following receipt of the notice. CONTRACTOR, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination, the City cures such default, then the proposed termination shall be ineffective. If the City fails to cure such default prior to the proposed date of termination, CONTRACTOR may terminate its performance under this Agreement as of such date.

**Section 24.  
Sales Tax**

CONTRACTOR agrees to provide the City with adequate assurance that all sales taxes collected in Freeport by CONTRACTOR will be deposited with the State.

**Section 25.**  
**Liquidated Damages, Licenses, Permits**

1. **Liquidated Damages:** In the event CONTRACTOR breaches its obligations under this agreement, the City and CONTRACTOR agree that the damages that the City will incur are and will be impractical and extremely difficult (if not impossible) to establish. In a reasonable effort to ascertain the City's damages, the City and CONTRACTOR have agreed that the damages listed in the schedule below are a reasonable forecast of just compensation for the damages the City will incur and are not penalties. CONTRACTOR shall have the right to appeal an assessment of liquidated damages to the City Manager. CONTRACTOR shall notify the City Manager of an appeal within ten (10) business days of receipt of the liquidated damage assessment.

Omission/Incident	Amount of Liquidated Damages
Commencement of collection prior to 7:00 a.m. except as expressly permitted herein	\$50 per incident (each truck on each route is one incident)
Failure to clean-up and collect Contractor caused spillage	\$50 each incident to a maximum of \$500 per truck per day for Cart or Container
Failure to complete a City residential block. An incomplete block is where more than five houses within the same block for either trash or bulk are not collected and not reported to the City with just cause.	\$50 per incident
Days incomplete. Days are incomplete if more than four blocks are not collected on the scheduled day and not reported to the City with just cause.	\$500 when not completed on the scheduled day; \$1500 when incomplete days are not recovered by the next calendar day
Failure to deliver or replace Garbage Carts for any reason with (5) business days of notification	\$10 per container per incident
Any collection misses, at the same address, within one year after Contractor's receipt of 2nd notice regarding no collection	\$50 per incident
Failure to submit complete and accurate monthly and annual reports by specified deadlines	\$100 each

2. **Licenses and Permits:** CONTRACTOR shall obtain and pay for all licenses, permits and certificates required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the conduct of CONTRACTOR'S operation herein.

**Section 26.**  
**Term of Agreement; Geographic Boundaries**

1. The term of this Agreement shall be for a period of seven (7) years, commencing on February 1, 2022, and concluding on January 31, 2029.
2. At the expiration of the term of this Agreement, the City shall have the option to extend this Agreement for one (1) additional period of three (3) years provided that the City provides the CONTRACTOR with written notice of its intent to extend this Agreement at least 180 days prior to the expiration date of the Agreement, (January 31, 2029), by registered mail, return receipt requested, and CONTRACTOR has not provided prior written notice of its intent to terminate at least 180 days prior to expiration of the initial five year term of this Agreement (January 31, 2029).
3. If CONTRACTOR provides prior notice of termination for such purposes, or if the City fails to exercise its option to extend this Agreement for an additional three-year term, this Agreement will cease to be renewed and will terminate on January 31, 2029, unless terminated early as provided herein. The City reserves the option to renew this Agreement for up to three (3) additional three (3) year terms in accordance with the provisions of this Agreement.
4. CONTRACTOR shall have the sole and exclusive right, license, and privilege to provide the services provided for in this Agreement within the geographic boundaries of the City, as those boundaries exist on the date of this Agreement. If the City annexes additional land into its corporate limits during the term of this Agreement and the annexed land has or will require such services, CONTRACTOR shall, upon written request of the City, provide such services for the annexed land in accordance with the terms and conditions of this Agreement.
5. In no event shall any person be permitted to independently contract for the collection of any solid waste excluding waste from Industrial units and waste resulting from State or Federal declared disasters.

**Section 27.**  
**Impediments**

CONTRACTOR shall only be responsible for providing Solid Waste service to Customers whose Carts, Dumpsters, or Compactors are accessible to CONTRACTOR. If there is an impediment to collection, such as house repair/construction, street repair/construction, vehicles parked in the street, utility repair/construction, CONTRACTOR shall notify the City of any such impediment including specific locations. CONTRACTOR shall be required to put forth a good-faith effort to collect all Solid Waste.

**Section 28.**  
**Silence of Specifications**

The apparent silence of these specifications as to any detail or 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 interpretation of these specifications shall be made on the basis of this statement.

**Section 29.**  
**Force Majeure**

The performance of this Agreement may be suspended, and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended, and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not limited to, acts of God, acts of war, accident, explosion, fire, riots, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations. In the event of a natural disaster or terrorist act, CONTRACTOR and the City shall negotiate the payment to be made to CONTRACTOR. Further, when the parties reach such agreement, the City shall grant CONTRACTOR variances in routes and schedules, as deemed necessary.

**Section 30.  
Governing Law**

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Texas and the Federal courts of the United States located in the State of Texas, solely in respect of the interpretation and enforcement of the provisions of this Agreement and venue for any legal action or proceeding arising under or relating to the Agreement herein shall lie exclusively in Brazoria County, Texas. CONTRACTOR agrees that the City has not, and does not, waive any immunities or exemptions, defenses, or sovereign immunity, to which the City, its officers and employees, are entitled by law.

**Section 31.  
INDEMNITY AND RELEASE**

**CONTRACTOR ASSUMES ALL RISKS OF LOSS OR INJURY TO PROPERTY OR PERSONS CAUSED BY ITS WILLFUL OR NEGLIGENT ACTS OR OMISSIONS IN THE PERFORMANCE OF THE SERVICES. CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS AGENTS, DIRECTORS, EMPLOYEES, OFFICERS AND SERVANTS FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, LIABILITIES, LOSSES OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES) CAUSED BY A WILLFUL OR NEGLIGENT ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS AND EMPLOYEES. HOWEVER, CONTRACTOR SHALL NOT BE LIABLE FOR ANY LEGAL PROCEEDINGS CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES AND ATTORNEYS' FEES CAUSED BY AN EXCLUSIVELY WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE CITY, ITS AGENTS, DIRECTORS, EMPLOYEES, OFFICERS AND SERVANTS.**

**CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES,**

**RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE FIRM'S WORK TO BE PERFORMED HEREUNDER.**

**THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS, OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY RELEASED HEREUNDER, THE FIRM, OR ANY THIRD PARTY.**

**Section 32.  
Severability**

In the event any term, covenant, or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant, or condition herein contained, provided that such invalidity does not materially prejudice either CONTRACTOR or the City in their respective rights and obligations contained in the valid terms, covenants, or conditions herein.

**Section 33.  
Entire Agreement**

This Agreement constitutes the entire agreement of the parties. There have been no representations made other than those contained in this Agreement.

**Section 34.  
Third Parties**

Nothing contained in the Agreement shall be constructed to provide rights to third parties.

**Section 35.  
Notices**

All notices and reports required to be given hereunder shall be deemed given to the parties when mailed, postage prepaid, to the parties following the respective addresses:

When to the City: City of Freeport  
200 W Second St  
Freeport, TX 77541  
Attn: City Manager

When to the CONTRACTOR: AmeriWaste Solutions, Inc.,  
P.O. Box 2074  
Alvin, Texas 77512  
Attn: President

**Section 36.  
Exhibits**

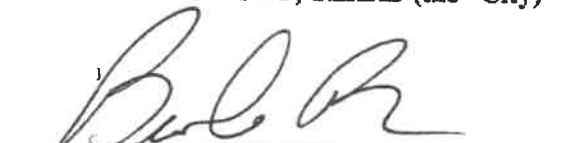
Exhibit A – Schedule of City Facilities  
Exhibit B – 2022-2023 Rate Schedule  
Exhibit C – Fuel Schedule

In witness hereof, CONTRACTOR and the CITY have executed this Agreement this 6 day of December, 2021

**AMERIWASTE SOLUTIONS, INC.**

  
Jane H. Marin, President

**CITY OF FREEPORT, TEXAS (the "City")**

  
Brooks Bass, Mayor

Attest:

  
Betty Wells, City Secretary

Approved as to form:





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Christopher Duncan, City Attorney

# Exhibit A

## City Facilities

1. Bryan Beach – (2) 20 Yard Roll Off Containers
2. Public Works – 510 S Ave A - (2) 20 Yard Roll Off Containers
3. Public Works – 510 S Ave A – (2) 20 Yard Roll Off Containers - Recycling
4. Old Police Department – Ave A & Division – (1) Roll Off Container
5. FCH – 110 Skinner – 6 Yard Dumpster
6. FMP – 421 N Brazosport Blvd – 6 Yard Dumpster
7. Velasco House – 110 Skinner – 6 Yard Dumpster
8. Riverside Park – 1200 N Ave B – 6 Yard Dumpster
9. SFA Park – 1300 Ave M – 6 Yard Dumpster
10. Police Department – 430 N Brazosport Blvd – 6 Yard Dumpster
11. Fire Station 1 – 101 E 4<sup>th</sup> St – 6 Yard Dumpster
12. City Hall – 200 W 2<sup>nd</sup> St – 6 Yard Dumpster
13. Golf Course – 830 Slaughter Rd – 6 Yard Dumpster
14. Recreation Center – 803 Mystery Ln – 6 Yard Dumpster
15. Museum – 311 E Park Ave - Polycart

# Exhibit B

## 2022-2023 Rate Schedule

(NO SALES TAX OR FRANCHISE FEES INCLUDED)

**RESIDENTIAL SOLID WASTE COLLECTION RATES**  
**(1) 65 Gallon Cart provided per Residential Unit**

\$17.50	Rate per Residential Unit
\$7.10	Per Additional Cart
\$30.00	Bulk waste in excess of 5 cy monthly limit

**LIGHT COMMERCIAL SOLID WASTE COLLECTION RATE**

Container Size	Weekly Collection Frequency			
	2	2nd Cart	3rd Cart	4th Cart
96-gallon cart	\$32.50	\$24.37	\$16.25	\$16.25

**COMMERCIAL DUMPSTER FEES**

Container Size	Weekly Collection Frequency						
	1	2	3	4	5	6	7
2 CY	\$61.42	\$100.66	\$139.90	\$179.14	<del> </del>	<del> </del>	<del> </del>
4 CY	\$83.86	\$127.87	\$171.91	\$219.10	<del> </del>	<del> </del>	<del> </del>
6 CY	\$103.73	\$165.48	\$216.27	\$282.54	\$349.07	\$405.60	<del> </del>
8 CY	\$112.25	\$195.40	266.07	\$348.75	\$421.42	\$494.09	<del> </del>

**City of Freeport – Roll-off Fees**  
(inclusive of delivery, haul, and disposal)

<b>20 Yard</b>	<b>\$350.00</b>
<b>30 Yard</b>	<b>\$450.00</b>
<b>40 Yard</b>	<b>\$550.00</b>

# Exhibit B

## 2022-2023 Rate Schedule

(continued)

### ROLL-OFF CONTAINER FEES

Roll-Off Size	Haul Rate (does not include disposal)
20 CY	\$365.00
30 CY	\$390.00
40 CY	\$440.00

### COMPACTOR CONTAINER FEES

Size	Haul Rate (does not include disposal)
20 CY	\$435.00
30 CY	\$485.00
35 CY	\$535.00
40 CY	\$585.00
42 CY	\$635.00

### MISCELLANEOUS FEES

Roll-off delivery – one-time charge	\$100.00	per delivery
Roll-off Rental Fee	\$100.00	per month
Roll-off Rental Fee	\$3.00	per day
Dry Run Fee	\$175.00	
Tire Disposal Fee	\$15.00	per tire
Disposal Rate Type I Landfill per ton	\$38.00	per ton
Disposal Rate Type IV Landfill per CY	\$17.50	per cubic yard

# Exhibit C

## Fuel Schedule

<b>Fuel Fee Structure</b>				
<b>Adjustment Period</b>				
<b>Once/Quarter (1st day of Qtr)</b>				
		Feb/May/Aug/Nov		
		every \$0.25 decrease thereafter additional		
				com/CY    ind/haul
				(\$0.10)    (\$2.00)
	\$0.42		\$0.66	(\$0.50)    (\$14.00)
	\$0.67		\$0.91	(\$0.40)    (\$12.00)
	\$0.92		\$1.16	(\$0.30)    (\$10.00)
	\$1.12		\$1.41	(\$0.20)    (\$8.00)
	\$1.42		\$2.41	(\$0.10)    (\$6.00)
<b>base price (6-5-17 EIA)</b>	<b>\$2.42</b>		<b>\$3.41</b>	<b>\$0.00    \$0.00</b>
	\$3.42		\$3.66	\$0.10    \$6.00
	\$3.67		\$3.91	\$0.20    \$8.00
	\$3.92		\$4.16	\$0.30    \$10.00
	\$4.17		\$4.41	\$0.40    \$12.00
	\$4.42		\$4.66	\$0.50    \$14.00
			every \$0.25 increase thereafter additional	
				\$0.10    \$2.00

## CHAPTER 50: SOLID WASTE

### Section

- 50.01 Definitions
- 50.02 Collection of solid waste
- 50.03 Accumulation and storage
- 50.04 Placement for collection
- 50.05 Affirmative defense
- 50.06 Garbage collection and disposal rates

### *Cross-reference:*

*Written application for garbage collection service, see § 52.10*

### § 50.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**CONTRACTOR.** Any person with whom the city has contracted for the collection, conveyance, and disposal of solid waste within the city.

**DESIGNATED STREET or ALLEY.** The public street or alley adjacent to any premises within the city which has been designated by the city or its contractor as the street or alley on which solid waste generated on such premises is to be placed for collection.

**GARBAGE.** Dry kitchen refuse (which shall mean the solids after the liquids have been drained off), all meat, vegetable, and fruit refuse, small dead animals and dead fowl, and small quantities of incidental rubbish or trash typically included in household waste.

**HEAVY REFUSE.** Any metal rubbish other than small quantities of incidental metal rubbish (other than small quantities of incidental metal rubbish typically included among kitchen and household garbage) and any wood or wood products other than those defined below as untreated wood products.

**RUBBISH.** Tin cans, bottles, glass, scraps of iron, tin, wire, or any other metal.

**SOLID WASTE.** All garbage, heavy refuse, rubbish, trash, and untreated wood products, as defined herein, generated on any premises within the city.

**TRASH.** Paper of all kinds, rags, old clothing, paper containers, old rubber, pieces of wood, boxes, barrels, crates, feathers, weeds, grass, and/or tree limbs.

**UNTREATED WOOD PRODUCTS.** Any and all raw, untreated wood products or pulpy vegetation, including but not limited to raw lumber, tree limbs, and brush-like vegetation.  
(Ord. 1770, passed 7- -94)

### § 50.02 COLLECTION OF SOLID WASTE.

All solid waste accumulated in the city shall be collected, conveyed, and disposed of by the city or its contractor and it shall be unlawful for any person to convey for hire over any public street or alley in the city any solid waste generated on any premises not owned or occupied by such person as the principal residence or place of business of such person.  
(Ord. 1770, passed 7- -94) Penalty, see § 10.99