



**AGENDA  
REGULAR MEETING  
FREEPORT CITY COUNCIL  
MONDAY, DECEMBER 19, 2022 at 6:00 P.M.**

**Mayor:**

Brooks Bass

**Council Members:**

Jeff Pena

Jerry Cain

Mario Muraira

**City Manager:**

Timothy Kelty

**THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, WILL MEET ON MONDAY, THE 19TH DAY OF DECEMBER, 2022, AT 6:00 P.M., AT THE FREEPORT, POLICE DEPARTMENT, MUNICIPAL COURT ROOM, 430 NORTH BRAZOSPORT BOULEVARD FREEPORT TEXAS**

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

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

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

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

**CITIZENS' COMMENTS:**

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

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

1. Presentation of Employee of the Month, for the month of October and November, 2022. **(Kelty)**
2. Presentation of the Annual Storm Water Report. **(Cramer)**

**CONSENT AGENDA:**

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 Any item requiring additional discussion may be withdrawn from the Consent Agenda by the Mayor, Councilmember or City Manager, and acted upon separately.

3. Consideration and possible action on the approval of City Council meeting minutes from November 21 , 2022 and December 12, 2022. **(Wells)**
4. Consideration and possible action approving date change for the first and second City Council Meetings in January 2023, due to the New Years and Marin Luther King, Jr. Holidays. **(Wells)**
5. Second reading, Consideration and possible action on Resolution 2022-2768 for the approval of the EDC Project – 2022/2023 Local Small Business grant program. **(Johnson)**

**COUNCIL BUSINESS – REGULAR SESSION:**

6. Consideration and possible action regarding the report of Charter Review Commission recommendations to place items on Charter Review Election Ordinance. **(Kelty)**
7. Consideration and possible action approving contract with the Brazoria County SPCA. **(Kelty)**
8. Consideration and possible action on the purchase of two new vehicles for the Freeport Police Department. **(Howell)**
9. Consideration and possible action on awarding contract for road improvements in Freeport Community House Park. **(Petty)**
10. Consideration and possible action on approving the scanning contract with Professional Document Systems, Inc., and authorizing the Mayor to sign the resulting contract. **(Cohen)**
11. Consideration and possible action approving a Copier Contract for City offices. **(Cohen)**
12. Consideration and possible action to approve the Windstorm Insurance Policy Renewal. **(Ezell)**
13. Consideration and possible action approving a Resolution No. 2022-2772, amending the Financial Management Policy. **(Ezell)**
14. Consideration and possible action approving a Resolution No. 2022-2773, amending the Purchasing Policy. **(Ezell)**

15. Consideration and possible action approving Ordinance No. 2022-2684, for Budget Amendment #5 for FY 2021/2022. **(Ezell)**
16. Consideration and possible action approving Ordinance No. 2022-2685, for Budget Amendment #1 for FY 2022/2023. **(Ezell)**

**WORK SESSION:**

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

**CLOSED SESSION:**

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

**COUNCIL BUSINESS – REGULAR SESSION:**

19. Take any action resulting from Executive Session.

**ADJOURNMENT:**

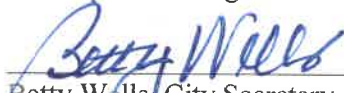
20. Adjourn.
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Items not necessarily discussed in the order they appear on the agenda. The Council at its discretion may take action on any or all of the items as listed. This notice is posted pursuant to the Texas Open Meeting Act. (Chapter 551, Government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

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

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

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

  
Betty Wells, City Secretary,  
City of Freeport, Texas





## City Council Agenda Item # 2

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

**Date:** December 19, 2022

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

**Staff Recommendation:** No Action

### **Item Summary**

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

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

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

### **Background Information:**

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

### **Special Considerations:**

None.

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

None.

**Financial Impact:**

N/A

**Supporting Documentation:**

2022 Brazoria County Coalition Stormwater Report

## Phase II (Small) MS4 Annual Report Form

TPDES General Permit Number TXR040000

### A. General Information

Authorization Number: **TXR040154**

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

Annual Reporting Year Option Selected by MS4:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

5	Litter/Garbage Collection	estimated volume of litter/garbage collected	26,196.07	tons	Yes, conducting litter/garbage collection reduces the amount of floatables and other stormwater pollutants.
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4. Provide the measurable goals for each of the MCMs, and an evaluation of the success of the implementation of the measurable goals (**see Example 3 in instructions**):

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

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

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

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

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

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

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

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



## **D. Impaired Waterbodies**

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

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

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

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

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

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

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

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

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

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

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

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

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

Bacteria	Sanitary Sewer Capital Improvement Projects	Conducting sanitary sewer capital improvement projects help the permittee to identify and eliminate illicit discharges
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6. If applicable, report on focused BMPs to address impairment for bacteria:

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

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

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

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

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

## E. Stormwater Activities

Describe activities planned for the next reporting year:

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

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



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

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

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

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

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

## F. SWMP Modifications

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

Yes  No

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

Yes  No

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

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

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

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

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

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

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

## H. Additional Information

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

Yes  No

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

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

Name and Explanation: **City of Alvin, see explanation below**

Name and Explanation: **City of Angleton, see explanation below**

Name and Explanation: **City of Clute, see explanation below**

Name and Explanation: **City of Richwood, see explanation below**

Name and Explanation: **City of Freeport, see explanation below**

Name and Explanation: **Velasco Drainage District, see explanation below**

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

Name and Explanation: **Angleton Drainage District, see explanation below**

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

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

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

Yes  No

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

Yes  No

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

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

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

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

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

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

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

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

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

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

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



## I. Construction Activities

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

30

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

Yes  No

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

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

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

State of Texas

County of Brazoria

City of Freeport

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

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

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

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

**Call to order.**

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

**INVOCATION AND PLEDGE OF ALLEGIANCE:**

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

**CITIZENS' COMMENTS:**

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

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

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

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

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

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

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

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

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

### **CONSENT AGENDA**

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

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

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

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

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

### **COUNCIL REGULAR AGENDA**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Pam Dancy spoke of city employees parking in citizens parking.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

No action was needed on this item.

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

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

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

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

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

Councilman Muraira said he feels this is appropriate.

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

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

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

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

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

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

There was a lengthy discussion by Councilman Pena.

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

#### **WORK SESSION:**

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

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

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



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

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

Update on reports / concerns from Department heads

**CLOSED SESSION:**

Open Session was closed at 9:26 PM.

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

Executive Session was closed at 10:30 PM.

No action was taken from Executive Session.

Adjourn

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

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Mayor, Brooks Bass  
City of Freeport, Texas

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City Secretary, Betty Wells  
City of Freeport, Texas

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Monday December 12, 2022 at 3:00 p.m. at the Freeport Police Department, Municipal Court Room, 430 North Brazosport Boulevard, Freeport Texas for the purpose of considering the following agenda items:

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

Staff: Tim Kelty, City Manager  
Lance Petty, Assistant City Manager/PWD  
Betty Wells, City Secretary  
David Olson, City Attorney  
Jennifer Howell, Chief of Police  
Chris Motley, Chief of Fire  
Toby Cohen, IT Manager

Visitors: Kent Holle, Facts Newspaper  
David McGinty  
Pam Dancy  
Ruby Marshall  
Eric Hayes  
Syd Falk, Bickerstaff  
Karla Clark  
Shonda Marshall  
Kenny Hayes  
Gerald Slack

**Call to order.**

Mayor Bass, called the meeting to order at 3:00 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**

Mayor Bass opened Public Hearing at 3:04 PM

**Public Hearing: Public hearing on and possible action approving Resolution No. 2022-2771, Approving an order for the Redistricting of City Council Wards.**

City Manager Tim Kelty presented to council Resolution No. 2022-2771. At the November 21<sup>st</sup> meeting an additional drawing session was held, and two additional options were developed. And the consensus from Council was option D. He said it offered the cleanest and best option for the redistricting of the City Wards providing for a 7.1% deviation between the largest and smallest wards.

There was discussion from Council on some of the blocks. There was clarification on the change between ward B and C with the North side of 5<sup>th</sup> Street going to Ward B, and the South Side of 5<sup>th</sup> Street staying in Ward C.

Shonda Marshall asked the process of notifying the residents of this redistricting change. Mr. Kelty said there will be a press release to the paper, it will be posted on the City Website, Facebook and notice will be mailed in the water bills.

The question was asked when the voters registration cards will be mailed out with this new area. Mayor Bass said the County will have all the information for voters. He does not think there will be time for the cards for this Special Election.

Public Hearing was closed by Mayor Bass at 3:25 PM.

A motion was made by Councilman Cain to approve Resolution No. 2022-2771 with Option D, seconded by Mayor Bass. With all present voting "Aye" 4-0, council unanimously approved Resolution No. 2022-2771 with Option D, Approving an order for the Redistricting of City Council Wards.

Consider and possible action to adopt a Citizen Participation Plan for the City of Freeport.

City Manager Tim Kelty presented to Council the action to adopt a Citizen Participation Plan for the City of Freeport. He said this is necessary for retaining the \$1,837,967 Grant from the GLO. He said the application is due by January 9, 2023.

A motion was made to approve the Citizen Participation Plan for the City of Freeport, by Councilman Muraira, seconded by Councilman Pena. With all present voting "Aye" 4-0, council unanimously approved approve the Citizen Participation Plan for the City of Freeport.

**CLOSED SESSION:**

Open Session was closed at 3:33 PM.

Executive Session was closed at 4:03 PM

No action was taken from Closed Session.

Adjourn

On a motion to adjourn the meeting by Councilman Muraira, seconded by Councilman Pena, with a 4-0 vote, Mayor Bass adjourned the meeting at 4:03 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 # 4

**Title:** Discuss and consider changing the date of the first meeting in January due to the New Year Day and Martin Luther King Jr., Holiday.

**Date:** December 19, 2022.

**From:** Betty Wells, City Secretary

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**Staff Recommendation:** Staff recommends rescheduling the first and second regular City Council Meeting in January, to Monday January 9, 2023 and Monday January 23, 2023. Due to the New Year, and Martin Luther King, Jr., Holidays.

**Item Summary:**

The first regular City Council meeting in January falls on January 2, 2023 which is the first Monday after the New Year Day Holiday. Many staff members take additional vacation during this time of year. The second regular meeting falls on January 16, 2023, Martin Luther King, Jr. Holiday and City Offices are closed and regular meetings suspended.

It is recommended that the meetings be rescheduled to Monday on January 9, 2023 and, Monday January 23, 2023 at 6 p.m.

**Background Information:** None

**Special Considerations** None

**Financial Impact:** None

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

**Supporting Documentation:** None



## City Council Agenda Item # 5

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

**Date:** December 19, 2022

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

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

**Item Summary:**

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

**Background Information:**

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

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

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

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

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

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

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

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

**RESOLUTION NO. 2022-2768**

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED:

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Brooks Bass, Mayor  
City of Freeport, Texas

ATTEST:

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Betty Wells, City Clerk  
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

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David Olson, City Attorney  
City of Freeport, Texas



# **FREEPORT**

## **ECONOMIC DEVELOPMENT CORPORATION**

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

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

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

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

##### **A. Facade Improvement:**

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

Improvements to store facade including, but not limited to:

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

Significant masonry cleaning and/or restoration;

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

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

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

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



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

**B. Sign Improvement:**

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

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

**C. Property Improvement:**

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

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

**D. Landscaping Improvement:**

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

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

**E. Fire Suppression System Grant:**

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

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

**F. MEGA Grant:**

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

**Section 3. Eligibility**

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

**Section 4. Guidelines**

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

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

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

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

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

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

**Section 6. Funding**

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

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

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

#### **Section 7. Miscellaneous**

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

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

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

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

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

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

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

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

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

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

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

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



# **FREEPORT**

**ECONOMIC DEVELOPMENT CORPORATION**

## **Application for Business Improvement Grant**

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

DESCRIPTION	ESTIMATED REPAIR	ESTIMATED START DATE	COMPLETION DATE

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

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

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

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

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

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

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

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

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

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

**VERIFICATION**

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

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

Applicant: _____	Applicant: _____
Signature: _____	Signature: _____
Address: _____ _____	Address: _____ _____
Phone No.: _____	Phone No.: _____

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

The State of Texas  
County of Brazoria

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

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

The State of Texas  
County of Brazoria

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

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

The State of Texas  
County of Brazoria

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

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



## City Council Agenda Item #6

**Title:** Consideration and possible action regarding the recommendations of the Freeport Charter Review Committee to place items for consideration on the upcoming ballot for the Freeport Elections in May of 2023.

**Date:** December 19, 2022

**From:** Tim Kelty, City Manager

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**Staff Recommendation:** Staff recommends council consider report from and items recommended by the Charter Review Committee for placement on the upcoming ballot in the May election and choose those items you feel are most important for doing so.

**Item Summary:** The Charter review committee has recommended for Council consideration the following 16 questions to be placed upon the upcoming ballot:

1. Shall the Charter be amended to authorize City Council to correct spelling, grammar, and punctuation errors in the Charter?
2. Shall the Charter be amended to provide that the filling of a vacancies on City Council be consistent with Article 11, Section 11 of the Texas Constitution?
3. Shall the Charter be amended to authorize City Council to update all references to in the City's Charter to current State law?
4. Shall the Charter be amended to authorize City Council to update all references to City Clerk to now read City Secretary?
5. Shall the Charter be amended to authorize City Council to make all references to persons or positions gender neutral?
6. Shall Section 3.14 of the Charter be amended to accurately reflect the City's annual audit requirements under State law?
7. Shall the Charter be amended to require the Chief of Police to establish a place of residency within 30 miles from the City?

8. Shall the Charter be amended to update the qualifications and duties of the Health Officer to reflect current City practice and the role of a Municipal Health Officer?
9. Proposition #9: Shall the Charter be amended to require the Fire Chief to act as the chief administrative officer of the department of Fire and EMS and to establish a place of residency within 30 miles from the City?
10. Shall the Charter be amended to allow one hundred and eighty (180) days to submit signatures for a petition, which is consistent with State and Federal law?
11. Shall the Charter be amended to remove the use of the word "slum districts" and replace with "substandard structures"?
12. Shall the Charter be amended to update personal interest prohibitions to be consistent with State law?
13. Shall the Charter be amended to update claims for damages against the City to be consistent with current State law?
14. Shall the Charter be amended to remove the obsolete section concerning Interim Municipal Government?
15. Shall the Charter be amended to update the procedure for amending the Charter to be consistent with current State and Federal law?
16. Shall the Charter be amended to remove the obsolete section concerning the initial submission of the Charter to voters for original approval?

**Background Information:** The Charter Review Committee appointed by the City Council in has met in open meetings over the last 3 months and carefully reviewed section by section the City Charter. They identified 16 potential changes for the Charter many of which were driven the need to be more congruent with state law, some were considered good housekeeping changes, and several were identified as important and timely. There recommendations have been summarized by these 16 questions.

The attached report has been prepared by the City Attorney with either the current language (or an example), the specific proposed change (or an example), The proposed ballot language and the rational for the change recommended. Examples are used when the ballot question addresses corrections throughout the Charter for spelling, grammatical, or legal compliance with state law issues.

**Special Consideration:**

In review of these items Council may consider each item individually and act upon them individually. You may consider them as a whole or in part and may also consider other potential changes outside the recommendation of the committee.

Any items selected for inclusion on the ballot shall be submitted to the voters in the manner provided by chapter 9 of the Local Government Code

**Board or 3<sup>rd</sup> Party recommendation:** This is the formal recommendation of the Charter Review Commission as stipulated procedurally under Section 11.13 of the Charter.

**Supporting Documentation:** Charter Review Commission report



CITY OF FREEPORT

Charter Review Commission Recommendations  
DRAFT  
December 19, 2022

Proposed Changes to the Existing City of Freeport Home Rule Charter: The following changes are proposed for Council consideration to be placed on the Ballot for the May 2023 General Election. In keeping with prior years' recommendation reports where the text in BLACK is the current language, the underlined GREEN text is the proposed language for inclusion in the Charter, the text in RED is the proposed ballot language and the text in BLUE is the rationale behind the change.

Proposed Change #1: Correction to Spelling, Grammar, and Punctuation Errors in the Charter, see Section 3.02 below as an example.

Proposed Charter Language to correct such errors:

**SECTION 3.02. QUALIFICATIONS.**

The Mayor and each member of the City Council ... without a valid written excuse filed with the Mayor or Mayor Pro Tem ... and shall fill such vacancy as set forth in Section 3.06 of this Charter.

Proposed Ballot Language:

Proposition #1: Shall the Charter be amended to authorize City Council to correct spelling, grammar, and punctuation errors in the Charter?

Rationale for Change:

There are spelling, grammar, and punctuation errors within the Charter, and this proposition would authorize City Council to adopt a revised Charter correcting such errors.

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Proposed Change #2: Section 3.06

Current Charter Language:

**SECTION 3.06. VACANCIES.**

When a vacancy occurs in the City Council, the remaining members thereof, must, within ten (10) days, appoint a qualified person to fill the unexpired term of such vacancy; provided, however, the City Council shall not appoint more than one council member in any twelve-month period, and in the event of the occurrence of a vacancy in the City Council within a twelve-month period in which a vacancy in the City Council has been filled by the said City Council, or in the event that more than one vacancy shall occur at the same time; then in such event a special election shall be held within forty (40) days from the date the last vacancy occurred, for the purpose of electing the successor or successors. In the event that the Mayor and Mayor Pro Tem should resign at the same time, the remaining members of the City Council, or any of them, shall have the right and power to issue legal notice of such election to be so

held, and to elect and appoint election officials. Should all positions on the City Council become vacant at one time, then in such event, the County Judge of Brazoria County, Texas, is hereby empowered and directed to issue notice of such special election for an on behalf of said City, and to appoint qualified persons as election officials.

**Proposed Charter Language:**

**SECTION 3.06. VACANCIES.**

When a vacancy occurs in the City Council for a Council position that has an unexpired term of twelve (12) months or less, the remaining members thereof, shall appoint a qualified person to fill the unexpired term of such vacancy; provided, however, if the vacancy occurs with more than twelve (12) remaining on the unexpired term of such position, or in the event that more than one vacancy shall occur at the same time, then in such event a special election shall be held within one hundred and twenty (120) days from the date the last vacancy occurred, for the purpose of electing the successor or successors. In the event that the Mayor and Mayor Pro Tem should resign at the same time, the remaining members of the City Council, or any of them, shall have the right and power to issue legal notice of such election to be so held, and to elect and appoint election officials. Should all positions on the City Council become vacant at one time, then in such event, the County Judge of Brazoria County, Texas, is hereby empowered and directed to issue notice of such special election for an on behalf of said City, and to appoint qualified persons as election officials.

**Proposed Ballot Language:**

**Proposition #2: Shall the Charter be amended to provide that the filling of a vacancies on City Council be consistent with Article 11, Section 11 of the Texas Constitution?**

**Rationale for Change:**

The Charter needs to be consistent with the Texas Constitution when filling vacancies on City Council.

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**Proposed Change #3: Updating references to State law in the Charter, see Section 3.07(p) and (q) as an example.**

**Current Charter Language:**

**SECTION 3.07. POWERS OF THE CITY COUNCIL**

(p) Exercise exclusive dominion, control and jurisdiction, including the right to close and abandon streets and alleys in, upon, over and under the public streets, avenues, sidewalks, alleys, highways, boulevards and public grounds of the City and provide for the improvement of same as provided in Article 1105b, Chapter 9, Title 28, of the Revised Civil Statutes of the State of Texas of 1925, as now or hereafter amended;

(q) Exercise those powers enumerated in Acts of the 43rd Legislature of the State of Texas, 1933, p. 774, Chapter 231, commonly known as Article 1187a, Revised Civil Statutes of Texas, 1925, as the same exist

or may be hereafter amended;

**Proposed Charter Language:**

**SECTION 3.07. POWERS OF THE CITY COUNCIL**

(p) Exercise exclusive dominion, control and jurisdiction, including the right to close and abandon streets and alleys in, upon, over and under the public streets, avenues, sidewalks, alleys, highways, boulevards and public grounds of the City and provide for the improvement of same as provided by Chapter 311 of the Transportation Code, as now or hereafter amended;

(q) Exercise those powers related to harbor and port facilities provided by Chapter 54 of the Transportation Code, as now or hereafter amended;

**Proposed Ballot Language:**

**Proposition #3: Shall the Charter be amended to authorize City Council to update all references to in the City's Charter to current State law?**

**Rationale for Change:**

The Charter currently has references to outdated and uncodified State law that needs to be updated to current State law.

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**Proposed Change #4 and #5: Update references in the Charter to the City Secretary position and make references to persons or positions gender neutral, see Section 3.11 as an example.**

**Current Charter Language:**

**SECTION 3.11. PROCEDURE FOR PASSING OF ORDINANCES.**

Every ordinance shall be introduced in written or printed form and upon passage, shall take effect at the time indicated therein; provided that any ordinance imposing a penalty, fine or forfeiture for a violation of its provisions shall become effective not less than ten days from the date of its passage; subject to the provisions of Article 7 of this Charter. The clerk shall give notice of the passage of every ordinance imposing a penalty, fine or forfeiture for a violation of the provisions thereof, by causing the caption or title, including the penalty of any such ordinance to be published in the official newspaper of the City of Freeport at least twice within ten days after the passage of said ordinance. He shall note on every ordinance, the caption of which is hereby required to be published, and on the record thereof, the fact that same has been published as required by the Charter, and the date of such publication, which shall be prima facie evidence of the legal publication and promulgation of such ordinance; provided, that the provisions of this section shall not apply to the correction, amendment, revision and codification of the ordinances of the City for publication in book or pamphlet form. Except as otherwise provided by Article 7 of this Charter, it shall not be necessary to the validity of any ordinance that it shall be read more than one time or considered at more than one session of the City Council. Every ordinance shall be authenticated by the signature of the mayor and city clerk and shall be systematically recorded and indexed in an ordinance book in a manner approved by the Council. It shall only be necessary to record

the caption or title of ordinances in the minutes or journal of council meetings. The City Council shall have power to cause the ordinances of the City to be corrected, amended, revised, codified and printed in code form as often as the Council deems advisable, and such printed code, when adopted by the Council, shall be in full force and effect without the necessity of publishing the same or any part thereof in a newspaper. Such printed code shall be admitted in evidence in all courts and places without further proof.

**Proposed Charter Language:**

**SECTION 3.11. PROCEDURE FOR PASSING OF ORDINANCES.**

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

**Proposed Ballot Language:**

Proposition #4: Shall the Charter be amended to authorize City Council to update all references to City Clerk to now read City Secretary?

Proposition #5: Shall the Charter be amended to authorize City Council to make all references to persons or positions gender neutral?

**Rationale for Change:**

The Charter should reflect current references to the City Secretary position and be gender neutral throughout.

**Proposed Change #6: SECTION 3.14. AUDIT AND EXAMINATION OF CITY BOOKS AND ACCOUNTS.**

**Current Charter Language:**

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

City Council shall, as soon as feasible, after the close of the fiscal year, select a Certified Public Accountant for the purpose of performing a complete audit of all books, records and accounting systems being used by the City. It shall be the duty of such Certified Public Accountant to perform two (2) spot, partial audits during the fiscal year, all work to commence on an unannounced basis by such accountant. His report shall include a recapitulation of all audits made during the year and all audit reports shall be filed with the City Council, shall be available for public inspection, and shall be a part of the archives of this City. Such accountant, so selected, shall not maintain or keep any of the City's accounts or records.

**Proposed Charter Language:**

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

City Council shall select a Certified Public Accountant for the purpose of performing a complete annual audit of all books, records and accounting systems being used by the City, in accordance with State law. All audit reports shall be filed with the City Council, shall be available for public inspection, and shall be a part of the archives of this City. Such accountant, so selected, shall not maintain or keep any originals of the City's accounts or records.

**Proposed Ballot Language:**

**Proposition #6: Shall Section 3.14 of the Charter be amended to accurately reflect the City's annual audit requirements under State law?**

**Rationale for Change:**

The current Charter language in Section 3.14 requires two unannounced audits of the City's records. This is not a practical requirement and is inconsistent with the audit requirements provided for in Chapter 103 of the Texas Local Government Code.

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**Proposed Change #7: SUBSECTION (a) Chief of Police, under SECTION 4.02. DEPARTMENT OF POLICE**

**Current Charter Language:**

**SECTION 4.02. DEPARTMENT OF POLICE.**

There shall be established and maintained a Department of Police to preserve order within the City and to secure the residents of said City from violence and the property therein from injury or loss.

(a) Chief of Police. The chief of police shall be the chief administrative officer of the department of police. He shall, with the approval of the City Manager, appoint and remove the employees of such department and shall perform such other duties as may be required of him by the city council. The chief of police shall be appointed by the city manager, with the approval of the city council, for an indefinite



term. The chief of police shall be responsible to the city manager for the administration of the police department and the carrying out of the directives of the city council. The chief of police may be removed from office by the city manager with the approval of the city council.

**Proposed Charter Language:**

**SECTION 4.02. DEPARTMENT OF POLICE.**

There shall be established and maintained a Department of Police to preserve order within the City and to secure the residents of said City from violence and the property therein from injury or loss.

(a) Chief of Police. The chief of police shall be the chief administrative officer of the department of police. He shall, with the approval of the City Manager, appoint and remove the employees of such department and shall perform such other duties as may be required of him by the city council. The chief of police shall be appointed by the city manager, with the approval of the city council, for an indefinite term. Within six (6) months of his or her appointment, the Chief of Police shall establish and thereafter maintain a place of residence within 30 miles from the city for the duration of his or her employment by the city in such capacity. The chief of police shall be responsible to the city manager for the administration of the police department and the carrying out of the directives of the city council. The chief of police may be removed from office by the city manager with the approval of the city council.

**Proposed Ballot Language:**

Proposition #7: Shall the Charter be amended to require the Chief of Police to establish a place of residency within 30 miles from the City?

**Rationale for Change:**

The Charter Review Commission felt that it was important for the Chief of the Police Department to resident close to the City in order to improve visibility and response time.

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**Proposed Change #8: SECTION 4.07. DEPARTMENT OF HEALTH AND SANITATION.**

**Current Charter Language:**

**SECTION 4.08. DEPARTMENT OF HEALTH AND SANITATION.**

(a) Appointment and Qualification. The City Council may appoint a City Health Officer who shall be a licensed physician qualified to practice medicine in the State of Texas and a resident of the City of Freeport. In the event no available licensed physician qualified to practice medicine in the State of Texas is a resident of the City of Freeport, the Council may appoint as City Health Officer a nonresident physician qualified to practice medicine in the State of Texas. When the office of City Health Officer is vacant, the County Health Officer of Brazoria County, Texas, may perform any of the duties of such office required by law to be performed by a licensed physician qualified to practice medicine in the State of Texas. The City Health Officer shall be the Director of the Department of Health and Sanitation, unless the office of City Health Officer is vacant, in which event the City Manager shall appoint an employee of the City to be the Supervisor of such Department.

(b) Administration. The City Manager shall be responsible to the City Health Officer for the general administration of the Department of Health and Sanitation and the supervision of the employees thereof.

(c) Duties of the Health Officer. The City Health Officer shall advise with the City Council on a program of Public Health; shall cooperate in the preparation of a Sanitary Code; shall cooperate with nearby cities on problems of health and sanitation; shall cooperate with the Commissioners Court of Brazoria County and its agencies, and with the State Health Department and other departments of State Government in matters pertaining to health and sanitation.

**Proposed Charter Language:**

**SECTION 4.08. HEALTH OFFICER.**

(a) Appointment and Qualification. The City Council may appoint a City Health Officer who shall be a licensed physician qualified to practice medicine in the State of Texas and a resident of the City of Freeport. In the event no available licensed physician qualified to practice medicine in the State of Texas is a resident of the City of Freeport, the Council may appoint as City Health Officer a nonresident physician qualified to practice medicine in the State of Texas. When the office of City Health Officer is vacant, the County Health Officer of Brazoria County, Texas, may perform any of the duties of such office required by law to be performed by a licensed physician qualified to practice medicine in the State of Texas.

(b) Duties of the Health Officer. The City Health Officer shall advise with the City Council on a program of Public Health; shall cooperate with nearby cities on problems of health; shall cooperate with the Commissioners Court of Brazoria County and its agencies, and with the State Health Department and other departments of State Government in matters pertaining to health.

**Proposed Ballot Language:**

**Proposition #8: Shall the Charter be amended to update the qualifications and duties of the Health Officer to reflect current City practice and the role of a Municipal Health Officer?**

**Rationale for Change:**

The City does not have a Department of Health, and the duties and responsibilities of a Health Officer have changed since this Charter provision was drafted. The proposed changes reflect current duties and responsibilities of the City's Health Officer.

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**Proposed Change #9: SECTION 4.08. FIRE AND E.M.S. DEPARTMENT.**

**Current Charter Language:**

**SECTION 4.08. FIRE AND E.M.S. DEPARTMENT.**

For the protection of property and lives within the city, there is hereby established and there shall be maintained by the city a department to be known as the Freeport Fire and E.M.S. (“Emergency Medical Service”).

**Proposed Charter Language:**

**SECTION 4.02. DEPARTMENT OF POLICE.**

For the protection of property and lives within the city, there is hereby established and there shall be maintained by the city a department to be known as the Freeport Fire and E.M.S. (“Emergency Medical Service”). The Fire Chief shall be the chief administrative officer of the department of Fire and EMS. The Fire Chief shall, with the approval of the City Manager, appoint and remove the employees of such department and shall perform such other duties as may be required by the City Council. Within six (6) months of his or her appointment, the Fire Chief shall establish and thereafter maintain a place of residence within 30 miles from the city for the duration of his or her employment by the City in such capacity.

**Proposed Ballot Language:**

**Proposition #9: Shall the Charter be amended to require the Fire Chief to act as the chief administrative officer of the department of Fire and EMS and to establish a place of residency within 30 miles from the City?**

**Rationale for Change:**

The added language about the Fire Chief being the chief administrative officer of the Fire and EMS department reflects current job duties and job description. The Charter Review Commission also felt that it was important for the Fire Chief to resident close to the City in order to improve visibility and response time.

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**Proposed Change #10: SECTION 6.04. VARIOUS PAPERS CONSTITUTING PETITION.**

**Current Charter Language:**

**SECTION 6.04. VARIOUS PAPERS CONSTITUTING PETITION.**

The petition may consist of one or more copies, or subscription list, circulated separately, and the signatures thereto may be upon the paper or papers containing the form of petition, or upon other papers attached thereto. Verifications provided for in the next preceding section of this Article may be made by one or more petitioners, and the several parts of copies of the petition may be filed separately and by different persons; but no signatures to such petition shall remain effective or be counted which were placed thereon more than forty-five (45) days prior to the filing of such petition or petitions with the person performing the duties of City Secretary. All papers comprising a recall petition shall be filed with the person performing the duties of City Secretary on the same day, and the said Secretary shall immediately notify, in writing, the officer so sought to be removed, by mailing such notice to his Freeport address.

**Proposed Charter Language:**



#### **SECTION 6.04. VARIOUS PAPERS CONSTITUTING PETITION.**

The petition may consist of one or more copies, or subscription list, circulated separately, and the signatures thereto may be upon the paper or papers containing the form of petition, or upon other papers attached thereto. Verifications provided for in the next preceding section of this Article may be made by one or more petitioners, and the several parts of copies of the petition may be filed separately and by different persons; but no signatures to such petition shall remain effective or be counted which were placed thereon more than one hundred and eighty (180) days prior to the filing of such petition or petitions with the person performing the duties of City Secretary. All papers comprising a recall petition shall be filed with the person performing the duties of City Secretary on the same day, and the said Secretary shall immediately notify, in writing, the officer so sought to be removed, by mailing such notice to his Freeport address.

#### **Proposed Ballot Language:**

Proposition #10: Shall the Charter be amended to allow one hundred and eighty (180) days to submit signatures for a petition, which is consistent with State and Federal law?

#### **Rationale for Change:**

The Charter should be updated to be consistent with State and Federal law concerning the time allowed for signatures on a petition.

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#### **Proposed Change #11: SUBSECTION (d)(5) OF SECTION 8.03. PLANNING COMMISSION.**

#### **Current Charter Language:**

#### **SECTION 8.03. PLANNING COMMISSION.**

- (d) Powers and Duties: The Commission shall have the power and shall be required to:
  - (5) Make, and recommend to the City Council for adoption, plans for the clearance and rebuilding of slum districts and blighted areas which may develop within the City;

#### **Proposed Charter Language:**

#### **SECTION 8.03. PLANNING COMMISSION.**

- (d) Powers and Duties: The Commission shall have the power and shall be required to:
  - (5) Make, and recommend to the City Council for adoption, plans for the clearance and rebuilding of substandard structures and blighted areas which may develop within the City;

#### **Proposed Ballot Language:**

Proposition #11: Shall the Charter be amended to remove the use of the word "slum districts" and replace with "substandard structures"?

**Rationale for Change:**

The use of the phrase “slum districts” is outdated and inappropriate. The Charter Review Commission recommends replacing that word with substandard structures, which the identification of same is part of the current duties of the Planning Commission.

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**Proposed Change #12: SECTION 11.02. PERSONAL INTEREST.**

**Current Charter Language:**

**SECTION 11.02. PERSONAL INTEREST.**

No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested directly, or indirectly, in the sale to the City of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one percent (1%) of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the City found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the City shall render the contract voidable by the City Manager or the City Council.

**Proposed Charter Language:**

**SECTION 11.02. PERSONAL INTEREST.**

No officer or employee of the City shall participate in a vote or decision on any matter involving a business entity or real property in which the official or employee has a substantial interest as provided by state law.

**Proposed Ballot Language:**

**Proposition #12: Shall the Charter be amended to update personal interest prohibitions to be consistent with State law?**

**Rationale for Change:**

The Charter should be consistent with the conflicts of interest provisions of Chapter 171 of the Texas Local Government Code.

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**Proposed Change #13: SECTION 11.07. SPECIAL PRIVISIONS COVERING DAMAGE SUITS.**

**Current Charter Language:**

**SECTION 11. 07. SPECIAL PROVISIONS COVERING DAMAGE SUITS.**

Before the City shall be liable to damage claim or suit for personal injury, or damage to property, the person who is injured, or whose property is damaged, or someone in his behalf, shall give the City Manager or the person performing the duties of City Secretary, notice in writing within thirty(30) days after the occurrence of the alleged injury, or damage, stating specifically in such notice when, where and how the injury or damage was sustained, and setting forth the extent of the injury or damage as accurately as possible, and giving the names and addresses of all witnesses upon whose testimony such person is relying to establish the injury or damage. No action at law for damages shall be brought against the City for personal injury or damage to property prior to the expiration of 180 days after the notice hereinbefore described has been filed with the City Manager or the person performing the duties of City Secretary, not later than two (2) years after the occurrence of the injury or damage to the property. In case of injuries resulting in death, before the City shall be liable in damages therefor the person or persons claiming such damages shall within thirty (30) days after the death of the injured person give notice as above required in case of personal injury. Provided, however, that nothing therein contained shall be construed to mean that the City of Freeport waives any rights, privileges, defenses or immunities in tort actions which are provided under the common law, and Constitution and general laws of the State of Texas.

**Proposed Charter Language:**

**SECTION 11. 07. SPECIAL PROVISIONS COVERING DAMAGE SUITS.**

Before the City shall be liable to damage claim or suit for personal injury, or damage to property, the person who is injured, or whose property is damaged, or someone in his behalf, shall give the City Manager or the person performing the duties of City Secretary, notice in writing within six (6) months after the occurrence of the alleged injury, or damage, stating specifically in such notice when, where and how the injury or damage was sustained, and setting forth the extent of the injury or damage as accurately as possible, and giving the names and addresses of all witnesses upon whose testimony such person is relying to establish the injury or damage. No action at law for damages shall be brought against the City for personal injury or damage to property prior to the expiration of 180 days after the notice hereinbefore described has been filed with the City Manager or the person performing the duties of City Secretary, not later than two (2) years after the occurrence of the injury or damage to the property. In case of injuries resulting in death, before the City shall be liable in damages therefor the person or persons claiming such damages shall within six (6) months after the death of the injured person give notice as above required in case of personal injury. Provided, however, that nothing therein contained shall be construed to mean that the City of Freeport waives any rights, privileges, defenses or immunities in tort actions which are provided under the common law, and Constitution and general laws of the State of Texas.

**Proposed Ballot Language:**

Proposition #13: Shall the Charter be amended to update claims for damages against the City to be consistent with current State law?

**Rationale for Change:**

The recommended change for this section is to bring it into compliance with Texas Torts Claim Act.

---

**Proposed Change #14: SECTION 11.10. INTERIM MUNICIPAL GOVERNMENT.**

**Current Charter Language:**

**SECTION 11.10. INTERIM MUNICIPAL GOVERNMENT.**

The members of the governing body holding office when this Charter is adopted shall continue in office under the terms of Article 3 of this Charter.

**Proposed Charter Language:**

**[delete section in its entirety]**

**Proposed Ballot Language:**

**Proposition #14: Shall the Charter be amended to remove the obsolete section concerning Interim Municipal Government?**

**Rationale for Change:**

**This section is obsolete and no longer needed.**

---

**Proposed Change #15: SECTION 11.12. AMENDING THE CHARTER.**

**Current Charter Language:**

**SECTION 11.12. AMENDING THE CHARTER.**

Amendments to this Charter may be framed and submitted to the voters of the City in the manner provided by Chapter 9 of the Local Government Code, as now or hereafter amended. In the event the United States Department of Justice should fail or refuse to pre-clear any proposed amendment to this charter which submitted to the voters at a charter amendment election and which is required by law to be pre-cleared by said department; and if at such election the majority of voters vote in favor of such proposed amendment, such proposed amendment shall nevertheless have no force and effect unless and until it has either been pre-cleared by said department or the validity of such proposed amendment has been established by the final judgment of a court of competent jurisdiction.

**Proposed Charter Language:**

**SECTION 11.12. AMENDING THE CHARTER.**

Amendments to this Charter may be framed and submitted to the voters of the City in the manner provided by Chapter 9 of the Local Government Code, as now or hereafter amended.

**Proposed Ballot Language:**

Proposition #15: Shall the Charter be amended to update the procedure for amending the Charter to be consistent with current State and Federal law?

**Rationale for Change:**

The City is no longer required to receive preclearance from the United State Department of Justice for proposed amendments to the Charter. This change updates this section to reflect current State and Federal law.

---

**Proposed Change #16: SECTION 11.14. SUBMISSION OF CHARTER TO VOTERS.**

**Current Charter Language:**

**SECTION 11.14. SUBMISSION OF CHARTER TO VOTERS.**

The Charter Commission in preparing this Charter finds and decides that it is impracticable to segregate each subject so as to permit a vote of “yes” or “no” on the same, for the reason that the Charter is so constructed that in order to enable it to work and function, it is necessary that it should be adopted in its entirety. For these reasons, the Charter Commission directs that the said Charter be voted upon as a whole and that it shall be submitted to the qualified voters of the City of Freeport at an election to be held for that purpose on the 18th day of June, 1960. Not less than thirty (30) days prior to such election, the City Council shall cause the City Secretary to mail a copy of this Charter to each qualified voter of the City of Freeport as appears from the latest tax collector’s roll. If a majority of the qualified voters voting in such election shall vote in favor of the adoption of this Charter, it shall become the Charter of the City of Freeport, and after the returns have been canvassed, the same shall be declared adopted and the City Secretary shall file an official copy of the Charter with the records of the City. The City Secretary shall furnish the Mayor a copy of said Charter, which copy of the Charter so adopted, authenticated and certified by his signature and the seal of the City, shall be forwarded by the Mayor to the Texas Secretary of State and shall show the approval of such Charter by majority vote of the qualified voters voting at such election.

**Proposed Charter Language:**

**[delete section in its entirety]**

**Proposed Ballot Language:**

Proposition #16: Shall the Charter be amended to remove the obsolete section concerning the initial submission of the Charter to voters for original approval?

**Rationale for Change:**

This section is obsolete and no longer needed.



## City Council Agenda Item #7

**Title:** Consideration and possible action regarding an amendment to the joint interlocal agreement between the Cities of Freeport, Clute and Lake Jackson and the SPCA for animal control and protection program administration services.

**Date:** December 19, 2022

**From:** Tim Kelty, City Manager

---

**Staff Recommendation:** Staff recommends council approve the proposed amendment to this agreement.

**Item Summary:** Under the terms of this agreement the City of Freeport would continue to pay \$119,200 to the SPCA annually for the administration and management of the Animal Shelter located in Lake Jackson that receives animals picked up in the City of Freeport by our Animal Control officers. This is a continuation of an existing agreement, and would extend the terms until September 30, 2024

**Background Information:** In 2003, the cities of Freeport, Clute, and Lake Jackson, and the SPCA entered into an interlocal agreement with the Brazoria County Animal Shelter for the administration and management of animal Control and protections services at the Shelter located in Lake Jackson. The Building owned by the City of Lake Jackson is managed by the SPCA. That agreement expires in February of next year.

When the agreement and shelter were established, a shelter board was established made up of the City Managers from the participating Cities and SPCA representatives to oversee the facility operations. About 10 years ago this changed to include the Mayor or Mayor Pro-Tem from each city replacing the City Managers. Following that change, the SPCA made changes to how the shelter operated, to become a no-kill shelter, driving up costs exponentially.

**Special Consideration:** Three years ago, when the shelter requested significant increases in the amount expected to be paid from City to support the changes they had instituted without the cities' consent, the cities balked at the demand. In fact, Lake Jackson made the decision to exit the agreement upon its expiration. Last year, Lake Jackson approved a multi-million-dollar bond issue to construct a new animal control facility.



An amended agreement was approved by the cities and the SPCA that froze costs for the cities at the then annual rates until the agreement's expiration. It was planned that once Lake Jackson's facility was completed, Clute and Freeport would have to develop their own option collaboratively or otherwise.

Currently Lake Jackson's facility is not expected to be completed until the first quarter of 2024. This agreement would allow the current arrangement to continue until that time.

**Board or 3<sup>rd</sup> Party recommendation:** This agreement has already been approved by the city of Clute City Council.

**Supporting Documentation:** Proposed agreement.

**AMENDMENT TO INTERLOCAL AGREEMENT FOR ANIMAL CONTROL AND  
PROTECTION PROGRAM ADMINISTRATION SERVICES**

**WHEREAS**, on March 1, 2003, the Cities of Freeport, Clute, and Lake Jackson (Cities) and the Society for the Prevention of Cruelty to Animals of Brazoria County (SPCA), and the Southern Brazoria County Animal Shelter (Shelter) entered into an interlocal agreement for the administration of animal control and protection services; and

**WHEREAS**, agreement is set to terminate in February 2023; and

**WHEREAS**, the parties now wish to amend the agreement to provide a streamlined accounting approach and extend the term of the agreement.

**NOW, THEREFORE**, in consideration of the recitals set forth above and the premises contained herein, the parties agree to amend the agreement as follows:

**I. FUNDING AND USE OF FUNDING**

1.1 Freeport agrees to pay a flat fee of \$119,200.00 to the SPCA to operate the shelter.

1.2 Clute agrees to pay a flat fee of \$85,600.00 to the SPCA to operate the shelter.

***1.2.1 Further the Cities of Clute and Freeport, and the SPCA agree to extend this agreement until September 30, 2024***

1.3 Lake Jackson agrees to pay a flat fee of \$261,737.00 to the SPCA to operate the shelter.

1.4(a) Payments shall be paid in either monthly increments no later than the 15<sup>th</sup> of each month or in a single lump sum annual amount due. *Any annual payment made to the SPCA shall be prorated based on the number of months of service provided*

(b) The SPCA shall submit an operating budget for the Animal Shelter to the Cities before October 1<sup>st</sup> of each year.

1.5(a) The Parties agree that any money paid to the SPCA by the Parties and any money generated by operation of the Shelter shall be placed in the SPCA's account. Any expenses incurred by operation of the Shelter or the shelter's facility and the development of Programs for the Shelter shall be paid from the SPCA account. All surplus revenues shall be retained by the SPCA.

1.6 The SPCA shall submit the following Shelter reports to each city:

(a) Monthly accounting of animals for each city, including numbers brought in, average number being held, average days being held, numbers euthanized, and numbers adopted.

(b) Annual Financial Statement

(c) Annual Budget

(d) Annual Audit

(e) Proof of Insurance

All other terms of the contract shall remain the same and in effect. If any conflict arises between this amendment and the original terms of the contract, this amendment shall control.



EXECUTED to be effective the \_\_\_\_\_ day of \_\_\_\_\_, 2022

**CITY OF FREEPORT, TEXAS**

**ATTEST:**

BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Secretary

**CITY OF CLUTE, TEXAS**

**ATTEST:**

BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Secretary

**CITY OF LAKE JACKSON, TEXAS**

**ATTEST:**

BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Secretary

**SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS**

BY: \_\_\_\_\_  
President, SPCA

**SOUTHERN BRAZORIA COUNTY ANIMAL SHELTER**

BY: \_\_\_\_\_  
Chair



## City Council Agenda Item # 8

**Title:** Consideration and possible action approving the purchase of two new Patrol Vehicles for the City of Freeport Police Department.

**Date:** 12/19/2022

**From:** Jennifer Howell, Chief of Police

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**Staff Recommendation:** Staff recommends City Council approve the purchase of the two patrol units scheduled for purchase for the 2022-2023 budget year.

**Item Summary:** Two (2) 2023 Chevrolet Tahoe PPV, to include complete outfitting of equipment and decal of vehicles for patrol. These purchases are done through interlocal/cooperative contract TIPS (The Interlocal Purchasing System)

**Background Information:** As a part of the 2022 Strategic Planning, the previous Chief of Police requested the annual replacement of high mileage vehicles along with all related equipment as a part of a fleet rotation. On September 12, 2022 City Council approved the 2022-2023 Budget to include the Police Department purchase a total of 3 vehicles, 1 CID (already purchased) and 2 Patrol (current request).

**Special Considerations:** None

**Financial Impact:** No additional impact.

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

**Supporting Documentation:** Purchase Order Requisition Form and Quote

# Purchase Order Requisition Form



**Department:** Police **Amount:** \$117,868.78  
**Commodity/Service:** Vehicles  
**Vendor Name:** Sillsbee Hub Vendor:  Yes  No  
**Vendor Contact:** Rick Brown  
**Phone # or Email:** 409-659-1555

## Type of Procurement

- \$3k- \$4,999k –Three Quotes-Can Be Verbal.
  - \$5k-\$49,999k –Three Written Quotes.
  - Sealed Bids/RFP: Bid/RFP# \_\_\_\_\_
  - Interlocal/Cooperative Contract: Contract # TIPS Vendor 5426
  - This purchase is exempt from competitive bidding and HUB requirements per the following:
    - Single/Sole Source (Select one)
      - Items that are available from only one source because of patents, copyrights, secret process, or natural monopolies
      - Gas, water, and other utilities
      - Captive replacement parts or components for equipment
    - 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: \_\_\_\_\_
  - Three Quotes. The following other two vendors were contacted (quote attached):
 

<b>Vendor Name:</b> _____	Price Quoted: _____
Phone # or Email: _____	Hub Vendor: <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Vendor Name:</b> _____	Price Quoted: _____
Phone # or Email: _____	Hub Vendor: <input type="checkbox"/> Yes <input type="checkbox"/> 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:** \_\_\_\_\_

## Account Detail

Account #	Account Description	Acct. Bal	Line Item Description	Amount
10 525-899	Capital Outlay		New Units for Police Department	\$117,868.78

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

## Approvals

**Dept. Head** \_\_\_\_\_ **Date:** \_\_\_\_\_ **City Mgr:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# Purchase Order Requisition Form



Finance \_\_\_\_\_

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

Council Approved, Meeting Date: \_\_\_\_\_



**PRODUCT PRICING SUMMARY**  
**TIPS USA 210907 TRANSPORTATION VEHICLES**  
**VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951**

End User: CITY OF FREEPORT Prepared by: RICK BROWN  
 Contact: DANNY GILLCHRIEST 979.230.8089 Phone: 409.659.1555  
 Email: dgillchriest@freeport.tx.us Email: RBROWN.SILSBEEFLEET@GMAIL.COM  
 Product Description: TAHOE PPV Date: October 10, 2022

A. Bid Item: \_\_\_\_\_ A. Base Price: \$ **36,524.00**

**B. Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
	2023 TAHOE PPV	\$ -		EXTERIOR - WHITE	\$ -
L83	5.3L V8 ENGINE	\$ -	H1T	INTERIOR - BLACK CLOTH	\$ -
MQC	10 SPEED AUTOMATIC TRANS	\$ -		VINYL 2ND ROW	
	POWER WINDOWS / LOCKS	\$ -			
	REAR VIEW CAMERA	\$ -			
	AM / FM / BLUETOOTH	\$ -			
6J7	HL / TL FLASHER	\$ -			
5J1	CALIBRATION	\$ -			
	DRIVERS SIDE LED SPOTLIGHT	\$ 595.00			

Total of B. Published Options: \$ **595.00**

Published Option Discount (5%) \$ **(193.25)**

**C.**

Description	Bid Price	Options	Bid Price
DANA SAFETY SUPPLY UPFIT 458845-A	\$ 21,808.64		

Total of C. Unpublished Options: \$ **21,808.64**

- D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ **-**
- E. Lot Insurance (for in-stock and/or equipped vehicles): \$ **-**
- F. Contract Price Adjustment: \_\_\_\_\_
- G. Additional Delivery Charge: 0 miles \$ **200.00**
- H. Subtotal: \$ **58,934.39**
- I. Quantity Ordered 2 x H = \$ **117,868.78**
- J. Trade in: \_\_\_\_\_ \$ **-**
- K. Total Purchase Price \$ **117,868.78**



## City Council Agenda Item # 9

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

**Date:** December 19, 2022

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

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**Staff Recommendation:**

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

**Item Summary:**

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

**Background Information:**

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

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

**Special Considerations:**

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

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

**Financial Impact:**

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

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

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

This proposal has been reviewed by City Staff

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



# B3 Resources, LLC

Proposal #101022B

**\*REVISION\***

October 10, 2022

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

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

**RE: T-Docks – Boat Ramp**

Mr. Petty,

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

## **SCOPE OF WORK**

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

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

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

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



5) Install 3" Type C HMA

40 x 40, 20 x 20, 25 x 35, 20 x 20, & 10 x 10 x 5

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

Respectfully submitted,

**Willie Bockel**

**281-384-7000**

**B3 Paving & Construction**



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

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

**ACCEPTANCE OF PROPOSAL:**

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

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

**Exclusions:**

Tax

Permits

Any Fees

Testing

Off-Site work

Spoils generated by other trades

Any unforeseen objects below 8"



## City Council Agenda Item # 10

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

**Date:** Dec 19, 2022

**From:** Toby Cohen, IT Manager

---

### **Staff Recommendation:**

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

### **Item Summary:**

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

### **Background Information:**

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

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

Kofile Services - \$182,205.82

PDS – Terralogic - \$124,439.29

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

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

**Financial Impact:**

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

Record Scanning Cost - \$114,168.96.

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

Total Cost - \$124,439.29

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

**Supporting Documentation:**

Please see attached contract.

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

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

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

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

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

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

- Project
- Repetitive
- Both Project and Repetitive

AGREED AND ACCEPTED:

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

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

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

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

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

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

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

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

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

**EXHIBIT A**  
**STATEMENT OF WORK**

**Scope of Service - Source Document Scanning**

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

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

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

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

## **PDS Quality Assurance**

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

### Image Availability

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

### Image Readability

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

### Indexing Accuracy

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

\*\* Based on quality of original

## **PDS Quality Assurance - Continued**

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

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

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



## **21. CONFIDENTIALITY**

### **22.**

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

## **EXHIBIT B**

### **ASSUMPTIONS**

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

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

1414 Cpmmon Dr.  
El Paso, TX 79936

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

Refer to PDS DEtailed Proposal (Exhibit E)

\*\* Quantities EStimated

**3. Document Receipt**

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

**4. Quality Assumptions:**

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

**5. Return Schedule for Documents:**

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

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

**EXHIBIT C (1)**

**RECORD SCANNING COST**

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

**EXHIBIT C (2)**

**DOCUMENT MANAGEMENT SYSTEM**

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

## EXHIBIT D

### TERMS AND CONDITIONS

1. Engagement. PDS hereby agrees to perform the Services in a professional manner, consistent with industry standards, and in accordance with and subject to the terms and conditions of this Agreement, including without limitation all exhibits to the Agreement.

2. Term. Unless otherwise terminated as provided herein, the term of the Agreement shall be as follows:

(a) Project based services. As it relates to any portion of the Services that are based on completion of a defined task ("Project Based Services"), the term of this Agreement shall begin on the Effective Date and shall continue until all such Project Based Services are completed and the parties have satisfied all of their respective responsibilities and obligations with respect to such Project Based Services hereunder.

(b) Repetitive services. As it relates to any portion of the Services that are not Project Based Services, the term of this Agreement shall be for three years from the Effective Date (the "Initial Term"), and shall automatically extend for successive two-year terms unless written notice of termination is given by either party to the other not less than ninety (90) days prior to the end of the then current term.

3. Billing and Payment. CITY shall pay PDS for the Services the Fees set forth on the Pricing Schedule. Once per calendar year, PDS will have the right to increase the Fees upon sixty (60) days' notice to CITY, provided that the amount of any such increase will not exceed the lower of (a) five percent (5%), or (b) the percentage increase in the ECI during the past twelve (12) months. "ECI" means Employment Cost Index, Compensation, Private Industry, White Collar Occupations, not seasonally adjusted, (June 1989 = 100), as published by the U.S. Department of Labor, Bureau of Labor Statistics. All price increases will become effective SIXTY (60) days after PDS delivers written notice to CITY. In addition to the foregoing, the following policies with respect to billing and payment shall apply:

(a) \$ 0 is CITY's initial pre-payment amount. PDS is not obligated to begin providing the Services until it receives such payment from CITY.

(b) Invoices for the Services performed hereunder are due and payable upon receipt. If payment is not received by PDS within thirty (30) days of CITY'S receipt of an invoice for the amounts owing thereunder, any outstanding balances will bear a late payment fee at the lower rate of: (i) 1.5% per month, or (ii) the maximum rate allowed by law, until paid in full. PDS reserves the right to charge CITY the costs of collecting delinquent accounts, including filing fees and attorney fees.

(c) CITY shall be billed for and shall be responsible for paying all federal, state, CITY, local or other excise, sales or use taxes in connection with the provision of the Services, except for those taxes based on PDS'S income, or which are PDS'S responsibility as an employer.

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

4. Change in Scope.

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

5. CITY Content.

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

6. Confidentiality.

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

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

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

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

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

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

9. PDS Warranties.

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

10. CITY Warranties.

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

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



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

12. Indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The following activities will not constitute "active recruitment":

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

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

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

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

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

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

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



City of Freeport - Large Format Drawing Conversion

# PERMANENT RECORD AND LARGE FORMAT DRAWING CONVERSION

UPDATED 10/7/2022

Prepared for

CITY OF FREEPORT



## City Overview - Corporate Experience

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

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

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

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

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

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

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



## **Project Objectives**

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

## **Archiving Recommendation**

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

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



**Records Preparation and Evaluation**

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

**ORIGINAL SURVEY**

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

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

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

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

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

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

<b>TOTAL ESTIMATE LARGE FORMAT DRAWINGS</b>	<b>20,863</b>
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**2/18/22 SURVEY ADDITIONS**

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

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

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

<b>TOTAL ESTIMATE LARGE FORMAT DRAWINGS - ALL LOCATIONS</b>	<b>24,415</b>
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City of Freeport - Large Format Drawing Conversion

**ORIGINAL SURVEY**

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

**2/18/22 SURVEY ADDITIONS**

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

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

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



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

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

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

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

**Additional Document Characteristics and Clarifications**

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

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

Standard

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

### Scope of Service - Source Document Scanning

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

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



City of Freeport - Large Format Drawing Conversion

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



## Scope of Service

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

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





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

**Price Proposal - Source Document Scanning**

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

All Prices Quoted per the following contracts:

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

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



## **Summary**

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

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

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

## **Guarantees and Warranties**

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



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

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

**Professional Document Systems**

**CITY OF FREEPORT**

*Matt Bowman*

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

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

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

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

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

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

Date: **10/7/2022** \_\_\_\_\_

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

**Dealer Address and Support Number:**

**Terralogic Document Systems**

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

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

## **PDS Quality Assurance**

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

### Image Availability

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

### Image Readability

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

### Indexing Accuracy

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

## **PDS Quality Assurance - Continued**

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

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

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

VAULT





LARGE OFFICE

Box 1



Box 2



**Office Rack**



**Code Cabinets**





SECOND FLOOR ROOM 1



SECOND FLOOR PLAT ROOM



SECOND FLOOR OFFICE





CITY SECRETARY





## City Council Agenda Item # 11

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

**Date:** December 19, 2022

**From:** Toby Cohen, IT Manager

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**Staff Recommendation:**

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

**Item Summary:**

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

**Background Information:**

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

**Special Considerations:** N/A

**Financial Impact:**

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

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

**Supporting Documentation:**

Maintenance Contract

Maintenance Contract Addendums

Lease Contract



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

## COLOR AND BLACK/WHITE MAINTENANCE AGREEMENT

Copier/MFP Printer	<input checked="" type="checkbox"/>	Service	<input type="checkbox"/>	Rental	<input type="checkbox"/>	Lease	<input checked="" type="checkbox"/>	Purchase	<input type="checkbox"/>
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Purchase Order:

**CUSTOMER INFORMATION**

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

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

EFFECTIVE DATE:	TERM OF AGREEMENT: <b>63 Months</b>	ACCOUNT MANAGER: <b>Jamie Paul</b>
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B&W CPC RATE	B&W BASE RATE	ALLOWANCE	COLOR CPC RATE	COLOR BASE RATE	ALLOWANCE	SUPPLIES INCLUDED	PURCHASE PRICE
\$: .008	\$: N/A	N/A	\$: .05	\$: N/A	N/A	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	\$: N/A

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

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

**CUSTOMER ACKNOWLEDGEMENT**

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

Accepted on: _____  By: _____  _____ Kimberly Gonzalez/Platinum Copier Solutions	<p><b>CUSTOMER ACCEPTANCE</b> <span style="float: right;"><b>DATE</b></span></p> By: _____  Freeport, City of <span style="float: right;">Toby Cohen</span> _____ Company Name <span style="float: right;">Print Name &amp; Title</span>
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1. **DESCRIPTION OF SERVICES PROVIDED** Platinum Copier Solutions "PCS" will maintain the equipment in good working order. Service will include: A. Unscheduled repairs upon request by customer during PCS's normal working hours. B. Ongoing maintenance as defined by current PCS service policies applicable to the respective products, which include: lubrication, cleaning, adjustments, and the replacement of parts which are unserviceable. C. The un-serviceability of parts will solely be determined by PCS and replaced on an exchange basis. Replaced parts will become the property of PCS. D. On-site engineering improvements (retrofits) deemed mandatory by PCS.

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

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

A. Customer is responsible for executing separate license Agreements(s) and PCS is not a party to and has no responsibilities whatsoever in regards to such license Agreement(s). B. PCS makes absolutely NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE, AND TAKES ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DECENTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, YEAR 2000 COMPLIANCE OR OTHER USE IN REGARDS TO SUCH SOFTWARE. C. With the exception of willful negligence, CUSTOMER HOLDS PCS HARMLESS AND WITHOUT ANY LIABILITY FOR DAMAGE OR ANY OTHER CLAIMS REGARDING DAMAGE TO CUSTOMER'S INFORMATION SYSTEMS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Initials \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

21ANC043





# Addendum A

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

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

CUSTOMER ACCEPTANCE DATE

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

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



# Platinum Copier Solutions

1111 Old Eagle School Road  
Wayne, PA 19087

# State and Local Government Lease-Purchase Agreement

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

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

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

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

<b>BANK QUALIFICATION</b>	By checking the box below, YOU hereby designate this Lease as a "qualified tax-exempt obligation" as defined in Section 2951(b)(3)(B) of the Internal Revenue Code and represent that the aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501 (c)(3) bonds) issued or to be issued by YOU and YOUR subordinate entities during the calendar year in which WE fund this Lease is not reasonably expected to exceed \$10,000,000.
	<input type="checkbox"/> Bank Qualification Elected

### TERMS & CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**20. "INTENTIONALLY OMITTED"**

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

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

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

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

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

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



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

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

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

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

The Full Lease Term does not exceed 25 years.

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

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

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

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

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

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

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

LESSEE SIGNATURE	Legal Name of Lessee <u>CITY OF FREEPORT</u>
	Signature _____ Date _____
	Print Name _____
	Title _____
(LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)	
LESSOR SIGNATURE	Name of Lessor <u>PLATINUM COPIER SOLUTIONS</u>
	Lessor Signature _____ Date _____
	Print Name _____
	Title _____
Lease Number <u>500-50452387</u>	

09PFDOC131v3

**ATTACHMENT 1**

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

**Lease Payment Schedule**

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

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

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

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

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

\_\_\_\_\_  
 Lease Signature Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

# ATTACHMENT 1

# STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

## Lease Payment Schedule

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

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

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

Lessee Signature

Date:

Print Name:

Title:

# BILLING INFORMATION

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

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

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

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

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

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

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

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

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

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

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

### SPECIAL INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

### Written Tax Compliance Procedures

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

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

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

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

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

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

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

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



Form **8038-G**

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

(Rev. October 2021)

Under Internal Revenue Code section 149(e)  
See separate instructions.

OMB No. 1545-0047

Department of the Treasury  
Internal Revenue Service

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

**Part I Reporting Authority**

Check box if Amended Return

1 Issuer's name  
CITY OF FREEPORT

2 Issuer's employer identification number (EIN)  
XXXXXXXXXXXX

3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)  
XX

3b Telephone number of other person shown on 3a  
XXXXXXXXXXXXXXXXXXXX

4 Number and street (or P.O. box if mail is not delivered to street address)  
200 W 2ND ST

Room/suite  
XXXXXX

5 Report number (For IRS Use Only)  
3

6 City, town, or post office, state, and ZIP code  
FREEPORT TX 77541

7 Date of issue  
XXXXXXXXXXXXXXXXXXXX

8 Name of issue  
XX

9 CUSIP number  
XXXXXXXXXXXXXXXXXXXX

10a Name and title of officer or other employee of the issuer whom the IRS may call for more information  
XX

10b Telephone number of officer or other employee shown on 10a  
XXXXXXXXXXXXXXXXXXXX

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

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

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

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

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

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

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

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded  years

32 Enter the remaining weighted average maturity of the taxable bonds to be refunded  years

33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)

34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

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



## City Council Agenda Item # 12

**Title:** Consideration to approve the Windstorm Insurance Policy Renewal

**Date:** December 19, 2022

**From:** Cathy Ezell, Finance Director

**Staff Recommendation:**

Staff recommends the approval of the City’s windstorm & hail insurance policy renewal for 2023 as proposed by Victor Insurance for TWIA (Texas Windstorm Insurance Association).

**Item Summary:**

Victor Insurance has provided a Windstorm & Hail Proposal effective January 6, 2023. Victor Insurance works in conjunction with Texas Municipal League Intergovernmental Risk Pool. The coverage premium is \$84,322 annually.

The annual renewal is being brought to Council because the amount exceeds \$50,000. TWIA has historically been the only windstorm insurance option presented by Victor Insurance.

**Background Information:**

We have worked with the carrier to ensure that all building insured meet the requirements to obtain and keep coverage.

**Special Considerations**

N/A

**Financial Impact:**

\$84,322 annual premium, which is budgeted.

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

N/A

**Supporting Documentation:**

Policy  
Acceptance Form

Victor Insurance Managers Inc.  
Windstorm & Hail Proposal  
(applicable to TWIA Policy only)

**PROPOSAL ACCEPTANCE FORM**

Please sign and return this form to Victor Insurance Managers Inc. no later than December 23, 2022

**Please Return To:**

Victor Insurance Managers Inc.  
3100 Wilcrest Drive, Ste. 200, Houston, TX 77042  
Sheri.Read@victorinsurance.com

**PREMIUM PAYMENT**

Your coverage will become effective on the date shown on the TWIA Commercial Renewal Offer Summary provided the appropriate documents and full payment have been received by TWIA on or before the effective date of coverage.

You have the following options for making payment. **Please indicate your selection below:**

- The City will make payment directly to Texas Windstorm Insurance Association (TWIA) **(Recommended)**
- Payment will be made by TMLIRP on your behalf in the amount of the total premium. TMLIRP will coordinate all billing of the TWIA windstorm policies and you will be invoiced separately by TMLIRP.

**Windstorm & Hail Coverages Accepted**

Deductible	Total Limit	Premium
2%	\$10,683,000	\$84,322

*By accepting this proposal, you acknowledge and understand a minimum policy premium may apply, you have met all eligibility requirements regarding flood coverage at certain locations and you have reviewed the windstorm location's schedule and are in agreement with the locations and limits used in this proposal.*

I, the undersigned, as an authorized representative of:

**City of Freeport**

do hereby accept on behalf of the above named political subdivision the portions of the proposal as indicated above.

Signature of Authorized

Official: \_\_\_\_\_

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

<b>TMLIRP OFFICE USE ONLY</b>		
Contribution: _____	Verified by: _____	Contract #: _____
<input type="checkbox"/> New Member	<input type="checkbox"/> Member Re-awarding	<input type="checkbox"/> Member Adding Coverage

CITY OF FREEPORT  
200 W 2ND ST  
FREEPORT, TX 77541



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# Texas Windstorm Insurance Association

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5700 South MoPac Expressway  
Building A, Austin, TX 78749

PO Box 99090 Austin,  
TX 78709-9090

[www.twia.org](http://www.twia.org)  
(800) 788-8247

TWCB0000883522





**TEXAS WINDSTORM  
INSURANCE ASSOCIATION**

**Policy Renewal Offer**

Offer Date:	12/02/2022	Agent Name:	Victor O Schinnerer & Company Inc Victor O. Schinnerer & Company Inc (11829)
Offer Reference Number:	0007060939	Agent Phone:	(877) 370-0416
Policy Number:	TWCB0000883522	Agent Address:	500 Dallas Street Suite 1400 Houston, TX 77002
Property Location:	200-210 W 2nd ST Freeport, TX 77541 Brazoria		

Dear City of Freeport,

This packet contains the information you need to renew your Texas Windstorm Insurance Association (TWIA) policy. Your current policy expires soon. To ensure you do not have a lapse in coverage, we must receive payment no later than the 10th day following the due date listed below. Payments received after that may cause your policy effective date to change to the date your payment was received.

**To make a payment online and view your billing and payment options, please log into your TWIA account at [www.twia.org](http://www.twia.org).** Payments made online will post to your account immediately.

Payments mailed to the address listed on the coupon will post to your account using the date payment is received. If making payment close to the due date, avoid a lapse in coverage by paying online. If that isn't an option, use an alternative mailing method listed on the back of this page.

Proposed Policy Effective Date	Proposed Policy Expiration Date	Total Premium	Payment Due Date	Amount Due
January 06, 2023	January 06, 2024	\$84,322.00	01/06/2023	\$84,322.00

Payments received on or after 02/06/2023 will be returned without a policy issued.

If you have questions regarding this renewal offer, please contact your agent or TWIA at (800) 788-8247.

Sincerely,

Texas Windstorm Insurance Association

**Detach and return with payment. Please do not send cash.**

Policy or Offer Number	Total Premium	Due Date	Amount Due	Amount Enclosed
0007060939	\$84,322.00	01/06/2023	\$84,322.00	

Make check payable to Texas Windstorm Insurance Association and include your offer/policy reference number on your check. **Please do not mail any other correspondence to this address.**

**Insured:**

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

**Mail To:**

Texas Windstorm Insurance Association  
P.O. Box 843146  
Dallas TX 75284-3146

200000007060939000000008432200



TEXAS WINDSTORM  
INSURANCE ASSOCIATION

## Alternative Mailing Methods

**NOTICE:** All payments mailed using the below methods must be mailed to the Texas Windstorm Insurance Association address listed below. They will not be accepted at the post office box address listed on the detachable payment coupon.

If mailing your payment, to ensure your policy will go into effect without a lapse in coverage, mail your payment no later than the 10th day following the due date by using one of the following alternative mailing methods:

- USPS Registered Mail
- USPS Certified Mail
- USPS Priority Mail Express
- Regular mail that is hand cancelled by USPS
- Other services that provide acceptable, traceable proof of mail date

**When using an alternative mailing method, please make checks payable and send payment to:**

Texas Windstorm Insurance Association  
5700 South Mopac Expressway  
Building A  
Austin, TX 78749

**ONLINE PAYMENTS:** You can also make a payment online by logging into your TWIA account at [www.twia.org](http://www.twia.org). Payments made online will post to your account immediately.



## Renewal Offer Summary

**COVERAGES - Windstorm and Hail Only**

**COVERAGE SUMMARY**

**TOTAL POLICY PREMIUM:**

**\$84,322**

*Minimum earned premium applies*

**LOCATION INFORMATION: LOCATION 1**

LOCATION ADDRESS	COUNTY	TERRITORY CODE
200-210 W 2nd ST Freeport, TX 77541	Brazoria	10

**COVERAGE SUMMARY - BUILDING ID: 1**

**BUILDING AND BUSINESS PROPERTY**

Coverage A

	LIMITS	PREMIUMS
Building Coverage	\$4,344,000	\$33,215
Deductible 2% (\$1000 min)	\$86,880	-\$12,759
Coinsurance Waived		

Construction Type: Pre-Engineered Metal (ISO 3)

Property Class Code: 9999

Property Class Description: Unkown CSP Class Code - PC7 Migration Policy

Coverage B

Business Personal Property Coverage	\$80,000	\$409
Deductible 2% (\$1000 min)	\$1,600	-\$53
Coinsurance 80%		

**LOCATION INFORMATION: LOCATION 2**

LOCATION ADDRESS	COUNTY	TERRITORY CODE
430 N Brazosport Freeport, TX 77541	Brazoria	10



**COVERAGE SUMMARY - BUILDING ID: 2**

**BUILDING AND BUSINESS PROPERTY**

	LIMITS	PREMIUMS
<u>Coverage A</u>		
Building Coverage	\$1,632,000	\$10,384
Deductible 2% (\$1000 min)		
Coinsurance 80%	\$32,640	-\$3,323

Construction Type: Pre-Engineered Metal (ISO 3)  
 Property Class Code: 9999  
 Property Class Description: Unkown CSP Class Code - PC7 Migration Policy

Coverage B

Business Personal Property Coverage	\$303,000	\$1,549
Deductible 2% (\$1000 min)		
Coinsurance 80%	\$6,060	-\$341

**LOCATION INFORMATION: LOCATION 3**

LOCATION ADDRESS	COUNTY	TERRITORY CODE
510 S Avenue A Freeport, TX 77541	Brazoria	10

**COVERAGE SUMMARY - BUILDING ID: 3**

**BUILDING AND BUSINESS PROPERTY**

	LIMITS	PREMIUMS
<u>Coverage A</u>		
Building Coverage	\$928,000	\$16,337
Deductible 2% (\$1000 min)		
Coinsurance 80%	\$18,560	-\$4,248

Construction Type: Masonry (ISO 2)  
 Property Class Code: 9999  
 Property Class Description: Unkown CSP Class Code - PC7 Migration Policy

Coverage B

Business Personal Property Coverage	\$521,000	\$7,470
Deductible 2% (\$1000 min)		
Coinsurance 80%	\$10,420	-\$1,942

**LOCATION INFORMATION: LOCATION 4**

LOCATION ADDRESS	COUNTY	TERRITORY CODE
500 N Brazosport Freeport, TX 77541	Brazoria	10

**COVERAGE SUMMARY - BUILDING ID: 4**

**BUILDING AND BUSINESS PROPERTY**

	LIMITS	PREMIUMS
<u>Coverage A</u>		
Building Coverage	\$233,000	\$4,101
Deductible 2% (\$1000 min)		
Coinsurance 80%	\$4,660	-\$820

Construction Type: Masonry (ISO 2)  
 Property Class Code: 9999  
 Property Class Description: Unkown CSP Class Code - PC7 Migration Policy

Coverage B

Business Personal Property Coverage	\$36,000	\$516
Deductible 2% (\$1000 min)		
Coinsurance 80%	\$1,000	-\$67

**LOCATION INFORMATION: LOCATION 5**

LOCATION ADDRESS	COUNTY	TERRITORY CODE
110 Skinner ST Freeport, TX 77541	Brazoria	10

**COVERAGE SUMMARY - BUILDING ID: 5**

**BUILDING AND BUSINESS PROPERTY**

	LIMITS	PREMIUMS
<u>Coverage A</u>		
Building Coverage	\$258,000	\$4,541
Deductible 2% (\$1000 min)		
Coinsurance 80%	\$5,160	-\$954

Construction Type: Masonry (ISO 2)  
 Property Class Code: 9999  
 Property Class Description: Unkown CSP Class Code - PC7 Migration Policy

Coverage B

Business Personal Property Coverage	\$15,000	\$215
Deductible 2% (\$1000 min)		
Coinsurance 80%	\$1,000	-\$43

**LOCATION INFORMATION: LOCATION 6**

LOCATION ADDRESS	COUNTY	TERRITORY CODE
803 N Front ST Freeport, TX 77541	Brazoria	10

**COVERAGE SUMMARY - BUILDING ID: 6**

**BUILDING AND BUSINESS PROPERTY**

	LIMITS	PREMIUMS
<u>Coverage A</u>		
Building Coverage	\$682,000	\$12,006
Deductible 2% (\$1000 min)	\$13,640	-\$3,122
Coinsurance 80%		

Construction Type: Masonry (ISO 2)  
 Property Class Code: 9999  
 Property Class Description: Unkown CSP Class Code - PC7 Migration Policy

Coverage B

Business Personal Property Coverage	\$75,000	\$1,076
Deductible 2% (\$1000 min)	\$1,500	-\$140
Coinsurance 80%		

**LOCATION INFORMATION: LOCATION 7**

LOCATION ADDRESS	COUNTY	TERRITORY CODE
410 Brazosport BLVD Freeport, TX 77541	Brazoria	10

**COVERAGE SUMMARY - BUILDING ID: 7**

**BUILDING AND BUSINESS PROPERTY**

	LIMITS	PREMIUMS
<u>Coverage A</u>		
Building Coverage	\$125,000	\$2,201
Deductible 2% (\$1000 min)	\$2,500	-\$330
Coinsurance 80%		

Construction Type: Masonry (ISO 2)  
 Property Class Code: 9999  
 Property Class Description: Unkown CSP Class Code - PC7 Migration Policy

**LOCATION INFORMATION: LOCATION 8**

LOCATION ADDRESS	COUNTY	TERRITORY CODE
131 E 4th ST Freeport, TX 77541	Brazoria	10

**COVERAGE SUMMARY - BUILDING ID: 8****BUILDING AND BUSINESS PROPERTY****LIMITS      PREMIUMS**Coverage A

Building Coverage	\$1,103,000	\$19,418
Deductible 2% (\$1000 min)	\$22,060	-\$5,825
Coinsurance 80%		

Construction Type: Masonry (ISO 2)

Property Class Code: 9999

Property Class Description: Unkown CSP Class Code - PC7 Migration Policy

Coverage B

Business Personal Property Coverage	\$63,000	\$904
Deductible 2% (\$1000 min)	\$1,260	-\$118
Coinsurance 80%		

**LOCATION INFORMATION: LOCATION 9**

LOCATION ADDRESS	COUNTY	TERRITORY CODE
303 East Park Avenue Freeport, TX 77541	Brazoria	10

**COVERAGE SUMMARY - BUILDING ID: 9****BUILDING AND BUSINESS PROPERTY****LIMITS      PREMIUMS**Coverage A

Building Coverage	\$120,000	\$2,026
Deductible 2% (\$1000 min)	\$2,400	-\$304
Coinsurance 80%		

Construction Type: Frame (ISO 1)

Property Class Code: 9999

Property Class Description: Unkown CSP Class Code - PC7 Migration Policy

Coverage B

Business Personal Property Coverage	\$40,000	\$542
Deductible 2% (\$1000 min)	\$1,000	-\$70
Coinsurance 80%		

**LOCATION INFORMATION: LOCATION 10**

LOCATION ADDRESS	COUNTY	TERRITORY CODE
212 West Park Avenue Freeport, TX 77541	Brazoria	10

**COVERAGE SUMMARY - BUILDING ID: 10****BUILDING AND BUSINESS PROPERTY**Coverage A

Building Coverage

Deductible 2% (\$1000 min)

Coinsurance 80%

**LIMITS****PREMIUMS**

\$125,000

\$2,201

\$2,500

-\$330

Construction Type: Steel Frame (ISO 4)

Property Class Code: 9999

Property Class Description: Unkown CSP Class Code - PC7 Migration Policy

**POLICY FORMS AND ENDORSEMENTS****FORMS APPLICABLE TO ALL COVERAGES**

COVERAGE FORM	FORM NUMBER	EDITION	LIMIT	PREMIUMS
TWIA Commercial Policy	TWCP	04/01/2020	N/A	Included

**FORMS APPLICABLE TO SPECIFIC BUILDING COVERAGES**

BUILDING ID	COVERAGE	COVERAGE FORM	FORM NUMBER	EDITION	LIMIT	PREMIUMS
1	A,B	Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	TWIA-164	11/08/2019	N/A	Included
2	A,B	Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	TWIA-164	11/08/2019	N/A	Included
3	A,B	Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	TWIA-164	11/08/2019	N/A	Included
4	B	Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	TWIA-164	11/08/2019	N/A	Included
5	B	Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	TWIA-164	11/08/2019	N/A	Included
6	A,B	Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	TWIA-164	11/08/2019	N/A	Included
8	A,B	Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	TWIA-164	11/08/2019	N/A	Included
9	A,B	Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	TWIA-164	11/08/2019	N/A	Included
10	A	Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	TWIA-164	11/08/2019	N/A	Included



## City Council Agenda Item # 13

**Title:** Consideration of a Resolution Adopting Financial Management Policies

**Date:** December 19, 2022

**From:** Cathy Ezell, Finance Director

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**Staff Recommendation:**

Staff recommends Council approval of the Resolution to amend Financial Management Policies.

**Item Summary:**

The City’s Financial Management Policies are required to be changed to meet federal and state guidelines for applying for grants. The changes required are:

- Adding that two signatures are required on all checks made from the depository account.
- Adding grant payment procedures.

These changes will ensure the City is eligible to apply for federal and state grants.

**Background Information:**

The requirements from the federal government and state require the City to contain the information above. These are requirements set to be included in grant applications for federal and state grants.

**Special Considerations:**

N/A

**Financial Impact:**

These polices ensure that the City is complaint with the requirements to apply for federal and state grants.

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

N/A

**Supporting Documentation:**

Redlined version of Financial Management Policies  
Resolution with Exhibit A – Financial Management Policies

**RESOLUTION NUMBER 2022-2772**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, APPROVING AND ADOPTING AMENDMENTS TO THE FINANCIAL MANAGEMENT POLICES FOR THE CITY OF FREEPORT; PROVIDING FOR INCORPORATION OF PREAMBLE AND AN EFFECTIVE DATE.**

**WHEREAS**, the City Council adopted Resolution 2019-2589 on June 3, 2019 establishing the Financial Management Policies to safeguard the fiscal stability required to achieve the City's objectives and ensure long-term financial health; and

**WHEREAS**, such Financial Management Policies need to be amended, a copy of which is attached hereto as Exhibit "A,"; and

**WHEREAS**, the City Council hereby finds that the amended Financial Management Policies should be approved.

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

**Section 1.** The facts and statements contained in the preamble are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

**Section 2.** The Financial Management Policies attached hereto as "Exhibit A" is hereby adopted as the Financial Management Policies of the City of Freeport.

**Section 3.** This Resolution shall become effective immediately upon its passage.

**DULY PASSED, APPROVED AND ADOPTED** on this the 19th day of July 2019.

\_\_\_\_\_  
Brooks Bass, Mayor  
City of Freeport, Texas

ATTEST:

\_\_\_\_\_  
Betty Wells, City Secretary  
City of Freeport, Texas

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
David Olson, City Attorney  
City of Freeport, Texas

**Exhibit “A”**  
**City of Freeport**  
**Financial Management Policies**



# City of Freeport

## Financial Management Policies

The City of Freeport considers its goals, objectives and financial policy statements to be important integral parts of the budgetary process. The purpose of these policies is to safeguard the fiscal stability required to achieve the City's objectives and ensure long-term financial health.

### **Objectives:**

- A. To guide City Council and management policy decisions that have significant fiscal impact.
- B. To employ balanced revenue policies that provides adequate funding for services and service levels.
- C. To maintain appropriate financial capacity for present and future needs.
- D. To maintain sufficient reserves so as to maintain service levels during periods of economic downturn.
- E. To promote sound financial management by providing accurate and timely information on the City's financial condition.
- F. To protect the City's credit rating and provide for adequate resources to meet the provisions of the City's debt obligations on all municipal debt.
- G. To ensure the legal use of financial resources through an effective system of internal controls.
- H. To promote cooperation and coordination with other governments and the private sector in financing.

Specifically, this policy framework mandates the pursuit of the following fiscal objectives:

#### **I. Revenues**

Design, maintain and administer a revenue system that will assure a reliable, equitable, diversified and sufficient revenue stream to support desired City services.

#### **II. Expenditures**

Identify priority services, establish and define appropriate service levels and administer the expenditure of available resources to assure fiscal stability and the effective and efficient delivery of services.

#### **III. Fund Balance/Working Capital/ Net Assets**

Maintain the fund balance, working capital and net assets of the various operating funds at levels sufficient to protect the City's credit worthiness as well as its financial position from emergencies.

#### **IV. Capital Expenditures and Improvements**

Annually review and monitor the condition of the City's capital equipment and infrastructure, setting priorities for its replacement and renovation based on needs, funding alternatives and availability of resources.

- V. Debt**  
Establish guidelines for debt financing that will provide needed capital equipment and infrastructure improvements while minimizing the impact of debt payments on current and future revenues.
- VI. Investments**  
Invest the City's operating cash to ensure its safety, provide for necessary liquidity and optimize yield.
- VII. Intergovernmental Relations**  
Coordinate efforts with other governmental agencies to achieve common policy objectives, share the cost of providing governmental services on an equitable basis and support appropriate favorable legislation at the state and federal level.
- VIII. Grants**  
Aggressively investigate, pursue and effectively administer federal, state and foundation grants-in-aid, which address the City's current priorities and policy objectives.
- IX. Economic Development**  
Initiate, encourage and participate in economic development efforts to create job opportunities and strengthen the local economy and tax base.
- X. Fiscal Monitoring**  
Prepare and present reports for the current and multi-year periods that analyze, evaluate and forecast the City's financial performance and economic condition.
- XI. Accounting, Auditing and Financial Reporting**  
Comply with prevailing federal, state and local statutes and regulations. Conform to generally accepted accounting principles as promulgated by the Governmental Accounting Standards Board (GASB), the American Institute of Certified Public Accountants (AICPA) and the Government Finance Officers Association (GFOA).
- XII. Operating Budget**  
Develop and maintain a balance budget that presents a clear understanding of the goals of the City Council.

## I. REVENUES

The City shall use the following guidelines to design, maintain and administer a revenue system that will assure a reliable, equitable, diversified and sufficient revenue stream to support desired City services.

- A. Balance and Diversification in Revenue Sources**  
The City shall strive to maintain a balanced and diversified revenue system to protect the City from fluctuations in any one source due to changes in economic conditions that adversely impact that source.
- B. User Fees**  
For services that benefit specific users, where possible the City shall establish and collect fees to recover the cost of those services. Where feasible and desirable, the City shall seek to recover full direct and indirect costs. City staff shall review user fees on a regular basis to calculate their full cost recovery levels, to compare them to the current fee structure and to recommend adjustments where necessary to facilitate City Council's policy decision regarding the level of support to be provided.
- C. Property Tax Revenues/Tax Rate**  
The City shall strive to reduce its reliance on property tax revenues by revenue diversification, implementation of user fees and economic development. The City shall also strive to minimize tax rate increases.
- D. Enterprise Funds User Fees**  
Enterprise funds user fees shall be set at levels enough to cover operating expenditures, meet debt obligations, provide additional funding for capital improvements and provide adequate levels of working capital and debt coverage. The City shall seek to eliminate all forms of subsidization to enterprise funds from the General Fund and seek to reduce general fund support to enterprise funds.
- E. Administrative Services Charges**  
The City shall prepare a cost allocation plan annually to determine the administrative services charges due to the General Fund from enterprise funds for overhead and staff support. Where appropriate, the enterprise funds shall pay the General Fund for direct services rendered.
- F. Revenue Estimates for Budgeting**  
To maintain a stable level of service, the City shall use a conservative, objective and analytical approach when preparing revenue estimates for current and multi-year periods. The process shall include analysis of probable economic changes and their impacts on revenues, historical collection rates and trends in revenues.
- G. Revenue Collection and Administration**  
The City shall maintain high collection rates for all revenues by keeping the revenue system as simple as possible to facilitate payment. In addition, since revenue should exceed the cost of producing it, the City shall strive to control administrative costs. The City shall pursue to the full extent allowed by state law all delinquent taxpayers and others overdue in payments to the City.

## II. EXPENDITURES

The City shall use the following guidelines to identify necessary services, establish appropriate service levels and administer the expenditure of available resources to assure fiscal stability and the effective and efficient delivery of services.

**A. Current Funding Basis**

The City shall operate on a current funding basis. Expenditures shall be budgeted and controlled so as not to exceed current revenues plus the planned use of fund balance accumulated through prior year savings.

**B. Avoidance of Operating Deficits**

The City shall take timely corrective action if at any time during the fiscal year expenditure and revenue re-estimates are such that an operating deficit is projected at year-end.

**C. Maintenance of Capital Assets**

Within the resources available each fiscal year, the City shall maintain capital assets and infrastructure at a sufficient level to protect the City's investment, to minimize future replacement and maintenance costs and to continue service levels.

**D. Purchasing**

The City shall make every effort to maximize any discounts offered by creditors/vendors individually or through aggregated cooperative purchasing with other governmental entities. Vendors with balances due the City will have payments due the vendor offset against the amount due the City. The City will follow state law as well as the Purchasing Policies adopted by the City Council concerning the amount of the purchase requiring formal bidding procedures and approval by the City Council. For purchases where competitive bidding is not required, the City shall seek to obtain the most favorable terms and pricing possible. Every effort will be made to include women and minority-owned by business enterprises in the bidding process.

### III. FUND BALANCE / WORKING CAPITAL / NET ASSETS

Fund balance measures the net financial resources available to finance expenditures of future periods. The City Council recognizes that good fiscal management comprises the foundational support of the entire City. The City shall use the following guidelines to maintain the fund balance, working capital and net assets of the various operating funds at levels sufficient to protect the City's creditworthiness as well as its financial position from emergencies. In the context of financial reporting, the term fund balance is used to describe the net position of governmental funds calculated in accordance with generally accepted accounting principles (GAAP) which separates fund balances into five categories:

#### A. Categories

*Nonspendable Fund Balance* is the portion of fund balance that is inherently nonspendable such as assets that will never convert to cash, assets that will not convert to cash soon enough to affect the current period, and resources that must be maintained intact pursuant to legal or contractual requirements.

*Restricted Fund Balance* is the portion of fund balance that reflects resources that are subject to externally enforceable legal restrictions.

*Committed Fund Balance* is the portion of fund balance that represents resources whose use is constrained by limitations that the City Council has imposed upon itself and that remain binding unless removed by the same action with which the limitations were imposed.

*Assigned Fund Balance* is the portion of fund balance that reflects the City Council's intended use of resources.

*Unassigned Fund Balance* is the portion of fund balance that is not categorized into one of the other categories of fund balance.

The total of the amounts in these last three categories (where the only constraint on spending, if any, is imposed by the government itself) is termed *Unrestricted Fund Balance*.

#### B. General Policy

Fund Balance should be used only for non-recurring expenditures, major capital purchases, or emergencies that cannot be accommodated through current year savings.

#### C. Fund Balance Classification

For purposes of fund balance classification, expenditures are to be spent from restricted fund balance first and then unrestricted fund balance. Expenditures incurred in the unrestricted fund balances shall be reduced first from the committed fund balance, then from the assigned fund balance, and lastly from the unassigned fund balance.

**D. Committed Fund Balance**

Fund Balance of the City must be committed for a specific source by formal action of the City Council. Amendments or modifications to the committed fund balance must also be approved by formal action of the City Council. Committed fund balance does not lapse at year-end. The formal action required to commit fund balance shall be either by resolution or majority vote.

**E. General Fund Unassigned Fund Balance**

The City shall strive to maintain an undesignated General fund balance equal to 25% of budgeted expenditures for the General Operating Fund. Maintaining the General Fund Unassigned Fund Balance at this level provides sufficient working capital and a margin of safety to address local emergencies without borrowing. If the General Fund Unassigned Fund Balance drops below 25%, it shall be recovered at a rate of 1% minimally each year. At the end of the current fiscal year, the City anticipates a positive budget variance in the General Fund. After determining the desired fund balance in the General fund, the remainder of the positive budget balance will be transferred to other funds and/or projects as directed by the City Council. The General Fund Unassigned Fund Balance shall be appropriated by the City Council either by resolution or majority vote.

**F. Other Operating Funds Unassigned Fund Balance; Enterprise Working Capital**

In other operating funds, the City shall strive to maintain a positive unassigned fund balance (working capital) position to provide sufficient reserves for emergencies and revenue shortfalls. In addition, the city will seek to maintain a working capital (current assets minus current liabilities) balance equal to 33% budgeted expenditures for the Water and Sewer Utility Enterprise fund.

## IV. CAPITAL IMPROVEMENTS

**A. Capital Expenditures and Improvements**

The City shall annually review and monitor the condition of the City's capital equipment and infrastructure, setting priorities for its replacement and renovation based on needs, funding alternatives and availability of resources.

**B. Capital Improvements Program**

The City shall annually review the Capital Improvements Program (CIP), potential new projects and the current status of the City's infrastructure, replacement and renovation needs, updating the program as appropriate. All projects, ongoing and proposed, shall be prioritized based on an analysis of current needs and resource availability. For every project, all operation, maintenance and replacement expenditures shall be fully at cost. The CIP shall also present the City's long-term borrowing plan, debt payment schedules and other debt outstanding or planned, including general obligation bonds, revenue bonds, Certificates of obligation, lease/purchase agreements and certificates of participation.

**C. Replacement of Capital Assets on a Regular Schedule**

The Vehicle/Equipment Replacement Fund is the primary source of funds for all of the City's vehicle and equipment purchases, both replacements and additions. The City shall annually prepare a schedule for the replacement of its non-infrastructure capital assets. Within the resources available each fiscal year, the City shall replace these assets according to this schedule. The City desires to fund all vehicle and equipment purchases through donations, auction proceeds, grant proceeds, and budget transfer from General fund.

**D. Capital Expenditure Financing**

The City recognizes that there are several methods of financing capital requirements: (1) budget the funds from current revenues; (2) take the funds from fund balance/retained earnings as allowed by the Fund Balance Policy; (3) utilize funds from grants and foundations; or (4) borrow money through debt. Debt financing includes general obligation bonds, revenue bonds, Certificates of obligation, lease/purchase agreements and certificates of participation. The City Council will determine the appropriate use of financing for capital expenditures on an as-needed basis and during the budget development process each year.

## V. DEBT

When the use of debt financing is determined by the City Council to be appropriate, the City shall use the following guidelines for debt financing which will provide needed capital equipment and infrastructure improvements while minimizing the impact of debt payments on current and future revenues.

**A. Use of Debt Financing**

Debt financing, including general obligation bonds, revenue bonds, certificates of obligation, certificates of participation and lease/purchase agreements, shall only be used to purchase capital assets. Debt payments should be structured to provide that any capital assets that are funded by the debt have a longer life than the debt associated with those assets.

**B. Amortization of Debt**

The City shall structure new debt issue payment schedules to utilize the City's declining debt payment schedules to keep tax increases for debt to a minimum. Capital projects that, by their character or size, are outside the normal core service projects will require careful evaluation of financial feasibility.

**C. Affordability Targets**

The City shall use an objective analytical approach to determine whether it can afford to assume new debt beyond the amount it retires each year. This process shall compare generally accepted standards of affordability to the current values for the City. These standards shall include debt per capita, debt as a percent of taxable value, debt service payments as a percent of current revenues and current expenditures and the level of overlapping net debt of all local taxing jurisdictions. The process shall also examine the direct costs and benefits of the proposed expenditures as determined in the City's annual update of the Capital Improvements Program. The decision on whether or not to assume new debt shall be based on these costs and benefits and on the City's ability to "afford" new debt as determined by the aforementioned standards. The City shall use cities with similar bond ratings for debt ratio benchmarks.

**D. Sale Process**

The City shall use a competitive bidding process in the sale of debt unless the nature of the issue warrants a negotiated bid.

**E. Rating Agencies Presentations**

Full disclosure of operations and open lines of communication shall be made to the rating agencies. City staff, with assistance of financial advisors, shall prepare the necessary materials and presentation to the rating agencies.

**F. Continuing Disclosure**

The City is committed to continuing disclosure of financial and pertinent credit information relevant to the City's outstanding securities.

**G. Debt Refunding**

City staff and the City's financial advisor shall monitor the municipal bond market for opportunities to obtain interest savings by refunding outstanding debt.



## VI. INVESTMENTS

As adopted by the City Council, it is the policy of the City of Freeport that the administration and investment of funds be handled as its highest public trust. The City's available cash shall be invested according to the City's Investment Policy that is adopted by the City Council on an annual basis in accordance with the requirements of Chapter 2256 of the Texas Government Code. The primary objectives, in priority order, of the City's investment activities shall be preservation and safety of principal, liquidity and yield. The earnings from investment will be used in a manner that best serves the public trust and interest of the City of Freeport.

The investment policy applies to all financial assets of the City of Freeport. These funds are accounted for in the City's comprehensive annual financial report and include the General, Special Revenue, Debt Service, Capital Projects, and Proprietary Funds. All cash of the various funds (excluding bond funds) are combined into the pooled cash fund for efficiency and maximum investment opportunity. Interest revenue derived from the pooled cash fund is allocated to the participating funds (annually) based on the relative cash balance of each fund. Bond funds are invested in separate investment pool accounts. Maintaining these funds in separate accounts simplifies the calculation necessary for the reporting of arbitrage earnings. All funds in the pooled cash fund are to be administered in accordance with this policy.

The City's depository account requires two authorized signatures to sign all checks to ensure the safety of funds.

## VII. INTERGOVERNMENTAL RELATIONS

The City shall coordinate efforts with other governmental agencies to achieve common policy objectives, share the cost of providing government services on an equitable basis and support appropriate favorable legislation at the state and federal levels.

**A. Interlocal Cooperation in Delivering Services**

In order to promote the effective and efficient delivery of services, the City shall work with other local jurisdictions to share on an equitable basis the costs of services, to share facilities and to develop joint programs to improve service to its citizens.

**B. Legislative Program**

The City shall cooperate with other jurisdictions to actively oppose any state or federal regulation or proposal that erodes municipal authority, attempts to remove local control over city issues, services or programs, or mandates additional City programs or services and does not provide the funding for implementation.

## VIII. GRANTS

The City shall seek, apply for, obtain and effectively administer federal, state and foundation grants-in-aid that address the City's current and future priorities and policy objectives.

**A. Grant Guidelines**

The City shall seek, apply for and obtain those grants that are consistent with priority needs and objectives identified by Council.

**B. Direct and Indirect Costs**

The City shall recover indirect costs to the maximum amount allowed by the funding source. The City may waive or reduce direct and indirect costs if doing so will significantly increase the effectiveness of the grant.

**C. Grant Review**

The City shall review all grant submittals for their cash or in-kind match requirements, their potential impact on the operating budget and the extent to which they meet the City's policy objectives. If there are cash match requirements, the source of funding shall be identified and approved prior to application. An annual report on the status of grant programs shall also be prepared.

**D. Grant Program Termination**

The City shall terminate grant-funded programs and associated positions as directed by the City Council when grant funds are no longer available unless alternate funding is identified.

**E. GRANT PAYMENT PROCEDURES**

Once grant funds are received and invoice approval acknowledged by signature on the original invoice, a demand check is entered into the system by the Finance Director's office, then printed and disbursed by the Finance Director. Both the City Manager and Finance Director signatures appear on the approved checks. Checks are then disbursed to the appropriate vendors. The Finance Director is responsible for ensuring that checks are signed and disbursed within five (5) days for the Texas Department of Agriculture and three (3) calendar days for the Texas General Land Office of receiving grant funds.

## IX. ECONOMIC DEVELOPMENT

The City shall initiate, encourage and participate in economic development efforts to create job opportunities and strengthen the local economy and tax base.

**A. Commitment to Expansion and Diversification**

The City shall encourage and participate in economic development efforts to expand Freeport's economy and tax base, to increase local employment and to invest when there is a defined specific long-term return. These efforts shall focus not only on new areas but also on established sections of Freeport where redevelopment can generate additional jobs and other economic benefits.

**B. Tax Abatements**

The City shall follow the Guidelines for Tax Abatement adopted by the City Council to encourage commercial and/or industrial growth and development throughout Freeport. The City shall balance the long-term benefits of tax abatements with the short-term loss of tax revenues prior to the granting of the abatement. Factors considered in evaluating proposed abatements for development include the location of the project, its size, the number of temporary and permanent jobs created, the costs and benefits for the City and the impact on Freeport's economy and other factors specified in the City's Guidelines for Tax Abatement as well as applicable state laws.

**C. Increase Non-Residential Share of Tax Base**

The City's economic development program shall seek to expand the non-residential share of the tax base to decrease the tax burden on residential property owners.

**D. Coordinate Efforts with Other Jurisdictions**

The City's economic development program shall encourage close cooperation with other local jurisdictions to promote the economic well being of the area.

**E. Use of Other Incentives**

The City shall use enterprise zones as allowed by law and shall seek new sources to encourage business expansion. The City shall also coordinate with state and federal agencies on offering any incentive programs they may provide for potential economic expansion.

## X. FISCAL MONITORING

Reports shall be prepared and presented on a regular basis to analyze, evaluate and forecast the City's financial performance and economic condition for the current year and for multi-years.

### A. **Financial Status and Performance Reports**

Quarterly reports shall be prepared comparing expenditures and revenues to current budget for fiscal year-to-date, and to prior year actual fiscal year-to-date. Balance sheets and budget highlight notes are also provided. Timely information including comparisons of expenditures to budgeted amounts shall be provided to all department heads and directors on a monthly basis.

### B. **Five-Year Forecast of Revenues and Expenditures**

A five-year forecast of revenues and expenditures, including a discussion of major trends affecting the City's financial position, shall be prepared. The forecast shall examine critical issues facing the City, economic conditions and the outlook for the upcoming budget year.

## XI. ACCOUNTING, AUDITING AND FINANCIAL REPORTING

The City shall comply with prevailing local, state and federal regulations. The City will maintain accounting practices that conform to generally accepted accounting principles (GAAP) as set forth by the Governmental Accounting Standards Board (GASB), the authoritative standard setting body for units of local government, the American Institute of Certified Public Accountants (AICPA) and the Government Finance Officers Association (GFOA). The City Council shall select an independent firm of certified public accountants to perform an annual audit of all operations. The City may participate in the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting program.

## XIII. OPERATING BUDGET

The City shall establish an operating budget that links revenues and expenditures to the goals of the City Council. The City shall strive to participate in the Government Finance Officers Association's Distinguished Budget Presentation Award program.



## City Council Agenda Item # 14

**Title:** Consider Adopting a Resolution to Amend the City's existing Purchasing Policy Accordingly

**Date:** December 19, 2022

**From:** Cathy Ezell, Finance Director

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**Staff Recommendation:**

Staff recommends the adoption of the Resolution to amend the City's Purchasing Policy accordingly.

**Item Summary:**

The proposed amendments to the City's Purchasing Policy are to update the federal procurement policy to be compliant with all federal and state requirements.

**Background Information:**

There are new federal and state requirements that are required to be included in the City's purchasing policy for any federal or state grants that the City applies for and receives.

**Special Considerations:**

N/A

**Financial Impact:**

N/A

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

N/A

**Supporting Documentation:**

Amendments to the City's Purchasing Policy – Redlined version  
Resolution with Exhibit

**RESOLUTION NUMBER 2022-2773**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, APPROVING AND ADOPTING AMENDMENTS TO THE PURCHASING POLICY FOR THE CITY OF FREEPORT; PROVIDING FOR INCORPORATION OF PREAMBLE AND AN EFFECTIVE DATE.**

**WHEREAS**, the City Council adopted Resolution Number 2019-2588 on June 3, 2019, establishing a Purchasing Policy that clearly defines authority, responsibility, and established procurement guidelines for the organization; and

**WHEREAS**, the City Council adopted Resolution Number 2020-2660 on October 5, 2020 amending the Purchasing Policy and adopted Resolution Number 2022-2763 on June 9, 2022 amending the Purchasing Policy; and

**WHEREAS** such Purchasing Policy needs to be amended; a copy of which is attached hereto as Exhibit "A"; and

**WHEREAS**, the City Council hereby finds that the amended Purchasing Policy should be approved.

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

**Section 1.** The facts and statements contained in the preamble are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

**Section 2.** The Purchasing Policy attached hereto as "Exhibit A" is hereby amended and adopted as the Purchasing Policy of the City of Freeport.

**Section 3.** This Resolution shall become effective immediately upon its passage.

**DULY PASSED, APPROVED AND ADOPTED** on this the \_\_\_\_ day of December 2022.

\_\_\_\_\_  
Brooks Bass, Mayor  
City of Freeport, Texas

ATTEST:

\_\_\_\_\_  
Betty Wells, City Secretary  
City of Freeport, Texas

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
David Olson City Attorney  
City of Freeport, Texas

**Exhibit "A"**  
**City of Freeport**  
**Purchasing Policy**

EXHIBIT A



## **City of Freeport Purchasing Policy**

Draft

November 7, 2022



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## Section 1: Purchasing Policies, Objectives, and Ethics

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### A. Purchasing Policy

The procedures listed below provide an outline of the overall purchasing process.

It is the policy of the City to assure fair competitive access to governmental procurement by responsible vendors/contractors and to conduct business activities in such a manner as to foster public confidence in the integrity of the City.

Therefore, regardless of the expenditure it is the policy of the City to garner competition that produces the highest quality goods at the lowest possible price regardless of whether the item or service is subject to bid.

### B. Purchasing Objectives

These policies are intended to:

- Ensure that the City acquires, stores, disburses, utilizes and disposes of goods and services uniformly and economically
- Provide the City with quality products and services at the best possible price
- Ensure that the City abides by the City's Charter and its adopted annual budget
- Help all departments understand and use established purchasing procedures and abide by applicable state and federal laws
- Help all departments in meeting the procurement needs of the City
- Encourage participation of small and minority businesses, women's business enterprises, and labor surplus area firms.

### C. Legal Authority

The City has attempted to incorporate local, state and federal laws into this manual. The City, however, does not warrant that these policies include all such laws. Local, state and federal laws will prevail over these rules where applicable.

*Texas Local Government Code 252.002 (Municipal Charter controls in case of conflict)*

Legal requirements which affect the acquisition of goods and services include the following:

- *Texas Local Government Code, Chapter 252* requires that before a municipality may enter into a contract, except for those items exempted under *Chapter 252.022* or other law, that requires an expenditure of more than **\$50,000.00** from one or more municipal funds, the municipality must comply with the procedure prescribed as appropriate therein for competitive sealed bidding or competitive sealed proposals.
- *Texas Local Government Code, Chapter 171* requires local government officials to disclose conflicts of interest and sets forth rules that require officials to abstain where they are in a position to vote or make a decision on any matter involving a business entity or real property for which they have an interest in.

- *Texas Government Code Title 10, Chapter 2254*, also known as the Professional Services Act, governs the local government procurement of various professional services. *Chapter 2254* prohibits the procurement selection of architects or engineers based on bid price and requires government entities to first select the most qualified provider based on demonstrated competence and qualifications, and then attempt to negotiate with that provider a contract at a fair and reasonable price.
- *The State of Texas Engineering Practice Act, Chapter 1001, Texas Occupations Code*, states that a registered professional engineer must be hired to prepare plans, specifications, and estimates for any public works activities in accordance with this Act. The engineer must directly supervise the project in order to ensure the public health, safety, and welfare.

#### D. Disclosure of Certain Relationships

The Texas Local Government Code, Chapter 176 requires a vendor that wishes to conduct business or be considered for business with the City of Freeport, Texas to file a conflict of interest questionnaire. The Disclosure Act applies to all persons or businesses who conduct business with the City, including those who submit bids on city contracts, make purchases of surplus city property, or participate in any other purchase or sales transactions with a city.

Vendors or respondents who meet the following criteria must fill out a conflict of interest questionnaire no later than the 7th day after the person begins contract discussions or negotiations with the City or submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City:

A vendor or respondent that:

- contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity; or
- Is an agent of a person described in Subdivision (1) in the person's business with a local governmental entity. Any person who meets the criteria, as for enforcement to ensure the veracity of the vendors, the statute makes it a Class C Misdemeanor to violate the vendor disclosure provisions.

#### E. Certificate of Interested Parties (Form 1295)

*Section 2252.908 of the Texas Government Code* states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

A business entity must enter the required information on Form 1295 online at <https://www.ethics.state.tx.us/File/> and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with City.

#### F. Purchasing Ethics

The City wants to promote and protect its governmental integrity. The purpose of this section is to provide guidance to all City employees involved in the procurement process so that they may conduct

themselves in a manner that is compatible with the best interest of the City. For more guidance regarding the City's Code of Ethics, please refer to the City's Ethics Policy found under Title IX of the Code of Ordinances, Chapter 100.

The employees of the City responsible for purchasing shall:

- Purchase the proper goods or services to address the City's needs
- Get the best possible price for goods or services
- Have goods or services available when and where the City needs it
- Assure a continuing supply of needed goods and services
- Guard against misappropriation of City funds
- Facilitate cooperation with other governmental units
- Maximize competition from responsible bidders
- Safeguard public funds and receive the best value for the public dollar
- Never use public spending to enrich elected officials or City employees
- Never make purchases for personal use in the City's name
- Ensure all procurement transactions will be conducted in a manner providing full and open competition:
  - No unreasonable requirements are placed on firms in order for them to qualify.
  - No unnecessary experience or excessive bonding required.
  - Noncompetitive pricing practices between firms or between affiliated companies is disallowed.
  - Noncompetitive contracts are disallowed except for when there is an approved exception.
  - No organizational conflicts of interest.
  - If a "brand name" product is specified, an equal or like product is acceptable.
  - A vendor that intends to respond to the Request for Proposals, Request for Qualifications and/or Invitation for Bid may not participate in the development or drafting of specifications, requirements, statements of work, or invitations for bids or requests for proposals, including, but not limited to, the development of the scoring criteria, the final selection of firms to be contacted, or the scoring of proposals.
- Ensure all procurement transactions shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured.
- Ensure all procurement transactions shall identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals
- If a prequalified list when acquiring goods or services is used, the City will ensure the list is updated regularly, provides enough qualified sources to ensure maximum open and free competition.
- Ensure all procurement transactions must conform to applicable local, state, and federal laws and regulations.

**Perception is Everything.** Even if a procurement decision is sound, the method determination should be documented and will be open to public inspection. If a decision is perceived to be less than fair to all competitors, then the perception becomes the reality to the unsuccessful bidders. And, if the opinion is that the City has "favorite companies we always do business with", our job is to set the record straight



with all who may have this complaint. It is important that awards are made based on competition and/or best value for the City, that the reason(s) for those awards are documented and defensible, and that a decision is based on fact and in the best interest of the City.

#### **G. Participating in Procurements with Family or Friends**

It shall be a breach of ethics for any employee of the City of Freeport to participate directly or indirectly in procurement for the City of Freeport when the employee knows that:

- The employee or any member of the employee’s immediate family has a financial interest pertaining to the procurement.
- A business or organization in which the employee, or any member of the employee’s immediate family, has a financial interest pertaining to the procurement; or
- Any other person, business or organization with which the employee or any member of the employee’s immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

#### **H. Gratuities**

It shall be a violation of city employment to offer, give or agree to give any employee of the City of Freeport, or for any employee of the City of Freeport to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or sub-contract, or to any solicitation or proposal therefore pending before the City of Freeport.

#### **I. Kickbacks**

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a vendor/subcontractor under a contract to the prime vendor/contractor or higher tier subcontractor for any contract for the City of Freeport, or any person associated therewith, as an inducement for the award of a sub-contract or order.

#### **J. Confidential Information**

It shall be a violation of City policy for any employee of the City of Freeport knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

#### **K. Purchase of Materials, Equipment, And Supplies for Personal Use**

No employee may purchase City property for his/her own personal use unless it is purchased through the City’s public auction or through the sealed bid procedures of the City. This includes new and used equipment, materials or supplies.

#### **L. Private Purchases Through City Facilities**

No employee may use the purchasing power of the City of Freeport to make a private purchase. In addition, employees should not have private purchases sent to the City to be paid for by the employee.

### M. Tax Exempt Status

The City of Freeport is exempt from Federal, State, and Local taxes except in certain prescribed cases. An exemption certificate is available from the Finance Department and will be furnished to any of the City's suppliers upon request. Employees making purchases for the City out of personal funds will not be reimbursed for sales tax paid.

### N. Tax Exempt Status for Purchase of Personal Property

Employees may not use the City's tax-exempt status for purchases of personal property. Anyone avoiding payment of sales tax by using this exemption may be liable for prosecution under Texas Penal Code, Chapter 39.

### O. Definitions

The following definitions are intended to assist you in understanding the language used throughout this manual. When using this manual, if you find a word or words that you may not clearly understand and if it is not defined in this section, please do not hesitate to contact someone in Finance for clarification and/or interpretation.

**Appropriated** – The City Council appropriates funds through the adoption of the annual budget and subsequent amendments. Appropriated funds are funds that are able to be used for the purchase of goods and services, another way of saying this would be to say funds are budgeted and authorized for the intended purchase.

**Award** - Approval by the City Council, City Manager, Financial Director or their designee, under whose authority a purchase order is issued.

**Best Value** - If the sealed competitive bidding requirement applies to the contract for goods or services, the contract may be awarded to the lowest, Responsible Bidder or to bidder who provides goods or services at the best value for the City. In determining the best value for the City, we may consider:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the City's needs;
- the bidder's past relationship with the City;
- the impact on the ability of the City to comply with laws and rules relating to contracting with;
- historically underutilized businesses and non-profit organizations employing persons with disabilities;
- the total long-term cost to the City to acquire the bidder's goods or services, and
- any relevant criteria specifically listed in the request for bids or proposals.

**Bid advertisement** - A public notice put in a newspaper of general circulation, containing information about an Invitation for Bid or a Request for Proposal.

**Bid list** - A list of vendors who have indicated in writing an interest in submitting bids for particular categories of goods and services. This list is a compilation of recommended vendors from the department and a database of vendors maintained by Purchasing.

**Blanket Purchase Order** – A blanket purchase order is an open purchasing agreement between the City and a vendor to provide multiple purchases under a single Purchase Order number when the exact quantities are unknown.

**Bonds:**

- **Bid Bond** - A bond required of a contractor that ensures that the contractor will enter into the contract for which he has submitted a formal written bid and/or proposal.
- **Payment Bond** - A bond required of the contractor that ensures that all suppliers and subcontractors of the contractor will be paid for work and/or material supplied in the course of the contract.
- **Performance Bond** - A bond required of the contractor that guarantees vendor performance during the execution of the contract.

**Capital equipment** – Property with a useful life of at least two years and a purchase cost of at least \$5,000.

**Check Request** – Prescribed stamp/form for requesting payment to a vendor for purchase of less than \$3,000. The Department Head and/or their designee must sign this form.

**Commodity code** - A specific group of goods or services categorized into distinct classes that have been assigned a numerical reference number within the purchasing and inventory system.

**Competitive bidding** - The process wherein a vendor openly competes with other vendors, through a formal or informal process, for the City's business.

**Component purchases** – Purchases of component parts that in normal purchasing practices would be purchased in one purchase.

**Consulting Services** - The service of studying or advising the City under a contract that does not involve the traditional relationship of employer and employee.

**Contract** - An agreement between the City and a Supplier to furnish supplies and/or services over a designated period of time, during which purchases are made of the commodity specified.

**Contractor** - The successful vendor(s) awarded a contract by the City.

**Delivery date** – The date by which goods or services are needed.

**Emergency** – Purchases that are made to meet a critical, unforeseen need of the City, where the City's ability to serve the public would be impaired if purchase is not made immediately. Emergency purchases are exempt from standard purchasing procedures and must qualify for exemption as outlined in *Texas Local Government Code 252.022*.

**Encumbrance** - The process wherein the City reserves funds for the purchase of supplies, goods, services, and equipment in one budgetary-accounting period, and pays for the purchase in another budgetary-accounting period.

**Expedite** – When the purchasing process is accelerated through normal procedures in order to prevent work stoppage or loss of government's money.

**FOB destination point** – Free on Board (FOB); the vendor pays freight charges to the destination; title to goods passes to buyer at his receiving dock; freight claims must be filed and handled by the seller.



**FOB shipping point** – Free on Board (FOB); shipment becomes 'collect' from seller's shipping dock; freight charges may be prepaid and added to the invoice; City pays freight charges; title to goods passes to buyer at the shipping dock of seller; freight claims must be filed and handled by buyer.

**Goods** - A generic term that includes all types of property to be purchased by the City; equipment, supplies, materials, components and repair parts.

**Invitation to Bid** – This is a formal written document that requests from bidders a firm price and delivery details for specified merchandise listed on a purchase requisition. An Invitation to Bid is always required when the anticipated level of expenditure will be greater than \$50,000.

**Lowest Responsible Bidder** – This is the vendor who offers the lowest bid which meets all the specifications, requirements, terms and conditions of the Invitation to Bid. It is expressly understood that the lowest responsible bid includes any related costs to the City, using a total cost concept. The term "responsible" refers to the financial and practical ability of the bidder to perform the contract. The term is also used to refer to the experience or safety record of the vendor.

**Personal Services** - Services provided to the City personally by a particular individual. Any contribution of machinery and equipment compared to total cost must be substantially less than the contribution of wages.

**Planning Services** - Services primarily intended to guide the City to ensure the orderly and coordinated development of land areas.

**Professional Services** – services as defined by state law: accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; professional nursing; or services provided in connection with the professional employment or practice of a person who is licensed or registered as: a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.

**Purchase** - An act that includes the acquisition of goods or services, to include the act of leasing personal or real property. Separate, sequential, and component purchases shall be treated as a single purchase.

**Purchasing** - The act, function, and responsibility for the acquisition of goods and services.

**Purchase order** - A formal, binding, legal agreement issued by the City's Purchasing Coordinator. A purchase order is requested by a departmental requisition that details the merchandise or services required. When accepted by a vendor without qualifications within a specified time period, the agreement becomes a contract. A Purchase Order grants the vendor the authority to deliver the goods or services and invoice for the same. It is the City's commitment to accept the goods or services and pay for them at the agreed price.

**Purchase Requisition Form** – Prescribed form filled out by departments at the same time the purchase order is entered into the financial software for approval. This form must be signed by the Department Head and submitted to the Finance Department as backup for the purchase order.

**Request for Proposal** - A formal written document requesting that potential vendors make an offer for services to the City. The Request for Proposal method of procurement may be used for goods or services including high technology and insurance when it is determined that the proposal process provides the best value to the City. When the RFP is used for the selection of professional services as allowed in the Local Government Code 252.022(a)(4), the City shall comply with Local Government Code 2254.003 in the procurement of these services. The City shall not award a contract for these

services based on competitive bids but shall make the selection and award on the basis of demonstrated competence and qualifications for a fair and reasonable price. Fees must be consistent with and not higher than the recommended practices and fees published by the applicable professional associations and may not exceed any maximum(s) provided by law.

**Request for Qualifications** - a formal written document used when soliciting providers of architectural, engineering or land surveying services. The City shall comply with Local Government Code 2254.004 in the procurement of these services. The City must first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications. After a firm has been selected based on qualifications and experience, then a fair and reasonable fee shall be negotiated. If a satisfactory contract cannot be negotiated with the most highly qualified provider of architectural, engineering, or land surveying services, the City shall formally end negotiations with that firm and select the next most highly qualified firm and begin negotiations with that provider for a fair and reasonable price.

**Reverse Auction** - Single or multiple-item, open, descending-price auction. The initiator specifies the opening bid price and bid decrement. Each bidder submits a successively lower bid and at the end of the auction, bidders with the lowest bid win. Each winning bidder sells at a price equal to the bid he/she made.

**Separate purchases** – Purchases made separately of items that in normal purchasing practices would be purchased in one purchase.

**Sequential purchases** – Purchases made over a period of time of items that in normal purchasing practices would be purchased in one purchase.

**Services** - A generic term to include all work or labor performed for the City on an independent contractor basis, including maintenance, construction, manual, clerical or professional services.

**Sole source** – Purchases of goods or services that are available from only one supplier. There may be just one vendor because of patents or copyrights, or simply because the vendor is the only one that supplies the good or service. These purchases are exempt from the standard bidding requirement and must qualify as outlined in *Local Government Code 252.022*.

**Specifications** - Statements containing a detailed description of the terms of the contract, as well as specific details for the goods and/or services. The details or specifications should be descriptive, but not restrictive.

**Surplus** – Item(s) no longer needed by a department, regardless of its value or condition.

**Vendor** - A generic term applied to individuals and companies alike, who provide goods and services to the City.

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## Section 2: Purchasing Process

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### A. Delegation of Purchasing Authority

The City Manager as authorized by the City Council of the City of Freeport has delegated to Department Heads and their designees the authority to procure materials and services for the City that are within the guidelines set-forth by this procurement policy. Department purchasing authority is limited to a single purchase of less than \$1,000.

A City Contract is always required when an on-site service is to be rendered to the City. Retroactive (after the fact) contracts are not acceptable. Only the City Council, the City Manager and Finance Director (within his/her purchasing limitations) are vested with authority to contract for the City of Freeport. The Finance Director may approve the purchase of goods or services that have been budgeted and are valued at less than \$10,000, without prior approval of the City Council or City Manager.

The City Manager may approve the purchase of goods or services that have been budgeted and are valued at less than \$50,000 without prior City Council approval. No contract or purchase order will be binding upon the City unless authorized by the City Council, City Manager, or Finance Director, as applicable, and unless the City Manager and/or Finance Director certifies that there is to the credit of the City office or department a sufficient appropriation and unencumbered balance to pay for the goods and/or services for which the contract or purchase order is to be issued. The City's purchase of goods and services shall be made according to a requisition from the Department Head whose budget or other approved appropriation source will be charged for the purchase. Any City personnel who authorize or attempt to authorize a purchase order without proper approvals will be subject to disciplinary action.

The Finance Department is designated as the Purchasing Office for the City within certain limitations. The primary responsibility of the Purchasing Office is to procure the best goods and services in a timely manner at the lowest possible cost to the City and to ensure that purchasing is conducted with strict adherence to applicable federal, state and local laws as well as this manual. This purpose is accomplished through updating of purchasing data, training/education of personnel and responsiveness to new techniques. The Finance Department will coordinate purchasing activities with the user department. The Finance Director will conduct random internal audits of departmental purchasing.

### B. Total Dollar Limits/Approval Requirements

The purchasing limits stated herein assume that prior to purchase or request to purchase, the Department Head and/or their designee has verified sufficient funds are available in the budget line item affected. This is verified through the purchase order (encumbrance) process approved by the Finance Department. Purchase orders must be issued before purchase of goods or services.

The following standard approval route applies to All City Departments.

Total Amount of Request*	Type of Form Required	Type of Bid/Quotes Required	Department Head or Designee Approval Required	Finance Director Approval Required	City Manager Approval Required	City Council Approval Required
< \$2,999	Check Request	Not Required	◆			
3,000 to \$4,999.99	Purchase* Order	3 Quotes	◆	◆	*If not low bid	
\$5,000 to \$49,999.99	Purchase* Order	3 Written Bids/Quotes	◆	◆	◆	*If not low bid
\$50,000 and above	Purchase* Order	Sealed Bids	◆	◆	◆	◆

\* A Purchase Order is not required for recurring payments on annual contracts, that have already been procured in accordance with this policy, in which the quantities are unknown. Examples include but are not limited to utilities, phone, insurance premiums, fuel, etc. These payments should be paid following verification of quantity and contract compliance. If applicable, a Blanket Purchase Order may be set up for these vendors. A Purchase Order is required for recurring payments on annual contracts in which the exact amount is known (ex. janitorial services).

**C. Purchases of Less Than \$3,000**

Purchases of less than \$3,000 do not require competitive bidding. Department Heads or their approved designees may, without prior approval of the Finance Director or City Manager make purchases of less than \$3,000.

Department Head shall authorize an invoice for payment and forward a check request to the Finance Department.

**D. Purchases of \$3,000 to \$4,999.99**

Purchases between the amounts of \$3,000 and \$4,999.99 will require a purchase order form with at least three verbal quotes. The requesting department shall solicit at least one quotation from a competent vendor. Telephone, fax, and e-mail quotations are acceptable.

**E. Purchases of \$5,000 to Less Than \$50,000**

Purchases of \$5,000 to less than \$50,000 will require a purchase order form with at least three quotes unless and interlocal contract or cooperative purchasing is utilized. The Department Head must contact at least two (2) Historically Underutilized Businesses (HUB) on a rotating basis based on information provided by the comptroller pursuant to Chapter 2161, Government Code unless the list fails to identify a HUB that provides similar goods or services in Brazoria County, as authorized by

the *Texas Local Government Code, Chapter 252.0215*. If the Department Head proposes to award the contract to a person or entity other than the apparent lowest quote, the Department Head shall obtain the prior written approval of the City Manager.

If a purchase is \$3,000 or greater, the Department Head must submit approval prior to purchase in the form of a purchase requisition/purchase order to the Finance Department. Department Heads or their approved designees may authorize the invoice for payment once the City receives the items.

#### F. Purchases of \$50,000 or More

City Council shall approve in advance all expenditures for \$50,000 or more. Except as provided in the *General Exemptions Section 252.022 of the Texas Local Government Code*, the City must issue a competitive sealed bid or competitive sealed proposal as authorized by *Texas Local Government Code Chapter 252* and award the bid to the lowest responsible bidder.

The user department shall be responsible for the preparation of specifications for any formal bids for goods, services, or contractual needs. Formal bids shall include legal advertising, invitations to bids, pre-bid conferences (as necessary), documented bid openings and official bid tabulations. All bids must be awarded by City Council. The goods and/or services may be acquired by the issuance of a purchase order or execution of a contract.

Bid notices shall indicate when and where bids will be opened; be published in the official newspaper of the City once a week for two consecutive weeks beginning at least fourteen days before the bid opening; shall be published in a form approved by the City Secretary.

#### G. General Purchasing Provisions

##### General Rules Applicable to All Contracts

- a. Each Department Head is responsible for:
  - Coordinating with the Finance Department to establish and maintain a list of vendors
  - Establishing clear, nonrestrictive bid specifications
  - Receiving and inspecting all deliveries to ensure that the goods and/or services comply with the bid or proposal specifications.
- b. The City Secretary is responsible for maintaining bids or proposals and related information according to the City's Records Management Program. Unless otherwise specified by state law, records related to bids or proposals (including purchase orders, invitations to bid, and bid tally sheets) are public records.
- c. The Department Head shall charge a purchase to the appropriate account number regardless if the account contains available budgeted funds. Overrun line items shall require a budget amendment.

#### H. Prompt Payment Act

*Texas Government Code, Chapter 2251*, commonly known as the Texas Prompt Payment Act, generally requires that the City pay bills not later than 30 days after the goods and services are received, or the date the invoice is received, whichever is later. Each Department Head shall submit to the Finance Department any bill or invoice within 15 calendar days of receipt.



### I. Consideration of The Location of a Bidder's Principal Place of Business

In purchasing under this title any real or personal property that is not affixed to real property, if a local government receives one or more bids from a bidder whose principal place of business is in the local government area and whose bid is within 3% of the lowest bid price received by the local government from a bidder who is not a resident of the local government area, the local government may enter into a contract with:

the lowest bidder; or the bidder whose principal place of business is in the local government area if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government area created by the contract award, including the employment of residents of the local government area and increased tax revenues to the local government. This does not prohibit a Council from rejecting all bids.

*Texas Local Government Code 271.905*

### J. Preference for Recycled Products

The City encourages the use of recycled products and products that may be recycled or reused. The City will give preference to products made of recycled materials if the products meet applicable specifications as to quantity and quality. *Texas Health and Safety Code 361.426*

The Finance Director may review procurements for the purchase of goods, supplies, equipment, and materials to:

- Eliminate procedures and specifications that explicitly discriminate against products made of recycled materials
- Encourage the use of products made of recycled materials
- Ensure to the most economically feasible extent that the City purchases products that may be recycled when they have served their intended use

### K. Municipal Contracts

Annual Contracts - The City may use an annual fixed price contract to obtain required goods or services from a chosen vendor for a specified time period. These contracts eliminate the necessity of bidding commodities each time they are needed. Annual contracts in which the quantities are pre-determined require a purchase order.

#### Contracts Requiring Issuance of Debt, Certificates of Obligation or Lease-Purchase Agreements

If the City Manager, or a Department Head intends to finance a contract for goods or services through issuance of bonds, debt, certificates of obligation (CO), certificates of participation, tax anticipation notes, lease-purchase agreements, or any other means, then the City Manager or Department Head must, before soliciting bids, receive approval from the City Attorney and City Council for such financial arrangements.

*Texas Local Government Code Chapter 271*

### L. Procedures for Federal Grants

#### Procurement Cycle Steps

- Need Defined— The City of Freeport, TX submits request and specifications. Purchaser reviews

request and specifications for unnecessary or duplicative items in accordance with 2 CFR 200.318 (d).

- Procurement Method Selected—Based on type and estimated cost of good/service as well as purchasing authority, purchaser determines the procurement method that will result in a best value acquisition for the City of Freeport.
- Solicitation—City of Freeport creates the appropriate solicitation document, with terms and conditions and evaluation criteria clearly defined, and notifies vendor sources for an informal or formal bid process.
- Receipt of Bids and Responses to Solicitation—Vendors submit their response to the solicitation.
- Evaluation and Awards—City of Freeport review the responses from vendors, determine compliance with the solicitation and make an award recommendation based on the pre-defined best value criteria.

The City of Freeport follows the procurement standards in 2 CFR 200.317 – 2CFR 200.327 and Appendix II to Part 200 for procurement actions to be funded with Federal funds. All attempts are made to adhere to these policies and procedures and updates are made as needed. The entirety of the language found in 2 CFR 200.317 – 2 CFR 200.327 may not be applicable in all instances, programs, and/or situations. This document contains the most current 2 CFR 200.317 – 2 CFR 200.327 language available at the adoption of these policies and procedures.

#### **§200.317 Procurements by states.**

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by §200.327. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §§200.318 through 200.327.

#### **§200.318 General procurement standards.**

(a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in §§200.317 through 200.327.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or

agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.214.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following:



Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:

- (i) The actual cost of materials; and
- (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[85 FR 49543, Aug. 13, 2020, as amended at 86 FR 10440, Feb. 22, 2021]

### **§200.319 Competition.**

(a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and §200.320.

(b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;

- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

(c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(f) Noncompetitive procurements can only be awarded in accordance with §200.320(c).

**§200.320 Methods of procurement to be followed.**

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

(a) *Informal procurement methods.* When the value of the procurement for property or services under a Federal award does not exceed the *simplified acquisition threshold (SAT)*, as defined in §200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

(1) *Micro-purchases—(i) Distribution.* The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in §200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.

(ii) *Micro-purchase awards.* Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.

(iii) *Micro-purchase thresholds.* The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

(iv) *Non-Federal entity increase to the micro-purchase threshold up to \$50,000.* Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with §200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in §200.520 for the most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold consistent with State law.

(v) *Non-Federal entity increase to the micro-purchase threshold over \$50,000.* Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

(2) *Small purchases—(i) Small purchase procedures.* The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

(ii) *Simplified acquisition thresholds.* The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

(b) *Formal procurement methods.* When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with §200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

(1) *Sealed bids.* A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(2) *Proposals*. A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

(i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;

(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and

(iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services through A/E firms that are a potential source to perform the proposed effort.

(c) *Noncompetitive procurement*. There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

(1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);

(2) The item is available only from a single source;

(3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;

(4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or

(5) After solicitation of a number of sources, competition is determined inadequate.

**§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

**§200.322 Domestic preferences for procurements.**

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but



not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**§200.323 Procurement of recovered materials.**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**§200.324 Contract cost and price.**

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

**§200.325 Federal awarding agency or pass-through entity review.**

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;



(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

#### **§200.326 Bonding requirements.**

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by

law of all persons supplying labor and material in the execution of the work provided for in the contract.

**§200.327 Contract provisions.**

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to this part.

**M. Construction Projects**

If the contract is for the construction of public works, the following is required for bidding:

- a. Prepare plans and specifications in conjunction with bidding and contract documents:
  - The proposed specifications shall include workers' compensation requirements. *Texas Labor Code 406.096*
  - If the proposed project includes excavation work, then the proposed specifications shall include excavation requirements and pay items. *Texas Health and Safety Code 756.023*
  - The proposed specifications shall include bonding requirements. *Texas Local Government Code Chapter 252.044; also, Texas Government Code Chapter 2253*
  - The proposed specifications shall include prevailing wage rate schedules. *Texas Government Code Chapter 2258*
- b. Sealed plans and specifications.
- c. Line items with estimated quantities and price estimate.

*Texas Local Government Code Chapter 252.044; also, Texas Government Code Chapter 2253*

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### Section 3: Exemptions to Competitive Bidding

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*Chapter 252.022 of the State of Texas Local Government Code* allows certain exemptions to the Competitive Bids process. **The following are the exemptions allowed:**

1. A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality;
2. A procurement necessary to preserve or protect the public health or safety of the municipality's residents;
3. A procurement necessary because of unforeseen damage to public machinery, equipment, or other property;
4. A procurement for personal, professional or planning services;
5. A procurement for work that is performed and paid for by the day as the work progresses;
6. A purchase of land or a right-of-way;
7. A procurement of items that are available from only one source, including:
  - a. items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies;
  - b. films, manuscripts, or books;
  - c. gas, water, and other utility services;
  - d. captive replacement parts or components for equipment;
  - e. books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and
  - f. management services provided by a non-profit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits;
8. A purchase of rare book, papers, and other library materials for a public library;
9. Paving drainage, street widening, and other public improvements, or related matters if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements;
10. A public improvement project, already in progress, authorized by the voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes authorized by the voters;
11. A payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212;
12. Personal property sold:
  - a. at an auction by a state licensed auctioneer;

- b. at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code;
  - c. by a political subdivision of this state, a state agency of this state, or an entity of the federal government;
  - d. under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391;
13. Services performed by blind or severely disable person;
  14. Goods purchased by a municipality for subsequent retail sale by the municipality;
  15. Electricity; or
  16. Advertising, other than legal notices.

#### A. High Technology Procurement

High technology procurement means the procurement of equipment, goods, or services of a highly technical nature including:

- a. data processing equipment and software and firmware used in conjunction with data processing equipment;
- b. telecommunications equipment and radio and microwave systems;
- c. electronic distributed control systems, including building energy management systems; and
- d. technical services related to those items.

The City may utilize a request for proposals to procure high technology products and services. Requests for proposals are similar to competitive bids. Prior to utilizing a request for proposal, a Departmental Director must receive approval from the City Manager. The Department shall write specifications using performance standards rather than a written description of the good or service. The specifications shall also list the factors by which the City will judge the proposal, and the weight assigned to each factor.

1. Vendors must submit proposals of their own design for a system to satisfy the requirement set forth in the proposal. Proposals may incorporate entirely different hardware or services to accomplish the same performance.
2. After the City receives the proposals, the Department Head may enter into negotiations with as many vendors as have submitted feasible proposals to arrive at the best possible proposal.

*Texas Local Government Code 252.001(4); 252.021(c)*

#### B. Emergency Services

An emergency is an unforeseen situation that adversely and unduly affects the life, health, or convenience of the citizens of the City, or a circumstance that would cause a loss to the City (such as an inordinate amount of down time).

*Texas Local Government Code 252.022 (1), (2) & (3)*

In an emergency, the Department Head may proceed with an emergency acquisition. If the cost is \$3,000 or more, the Department Head shall send a confirming requisition (including a brief

explanation of the purchase) and invoices to the Finance Department and City Manager as soon as possible. The Finance Department will then assign a purchase order number and advise the user department to forward that number to the appropriate vendor.

### C. Professional Services

Professional services mean services within the scope of the practice, as defined by state law, of accounting, architecture, land surveying, medicine, optometry, professional engineering, or real estate appraisers. The City may not select a provider of professional services or a group or association of providers or award a contract for services based on competitive bids submitted for a contract or services, but shall make the selection and award:

- a. based on demonstrated competence and qualifications to perform the services; and
- b. a fair and reasonable price.

Professional contract fees:

- a. must be consistent with and not higher than the recommended practices and fees published by the applicable professional associations; and
- b. may not exceed any maximum provided by law.

*Texas Government Code §2254.002, §2254.003*

The City shall first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications and negotiate with that contract provider a fair and reasonable price.

If the City cannot negotiate a satisfactory contract with the most highly qualified provider, then the City shall formally end negotiations with that provider, select the next most highly qualified provider and to negotiate a contract at a fair and reasonable price.

The City will continue contract selection and negotiations with providers until the City enters into a contract. The City Manager and/or the appropriate Department Head will execute contracts for the City.

### D. Work That Is Performed and Paid for By the Day as The Work Progresses

If the City hires a contractor for a project on a daily basis and pays for work daily as the work progresses, the procurement of services is exempt from competitive bidding requirements.

### E. Purchase of Rare Books, Papers, And Other Library Materials for A Public Library

Competitive bidding provisions do not apply to the purchase of rare books, however, books available from more than one jobber or source must be purchased using the regular purchasing process.

### F. Developer Participation Contracts

The City Council must approve Developer Participation Contracts over \$3,000 in advance. *Texas Local Government Code 212.071*

### G. Interlocal Contracts and Cooperative Purchasing

The City Council must approve interlocal contracts or agreements with other political subdivisions of this state, a state agency of this state or an entity of the federal government administered by a regional planning commission.

The Department Heads will prepare appropriate documentation for purchase orders as needed or required by a particular COOP. The department will receive related paperwork supporting the purchase. The authorization for payment shall include the appropriate signatures and include contract numbers.

The City of Freeport may satisfy the competitive bid requirement of state law by purchasing goods and services through any of the following, including but not limited to:

- a. The Texas Building and Procurement Commission
- b. The Houston-Galveston Area Council Cooperative Purchasing Program (H-GAC Buy)
- c. The Texas Local Government Purchasing Cooperative (BuyBoard)
- d. The National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "OMNIA Partners, Public Sector")
- e. An interlocal agreement with another governmental entity that has complied with state law purchasing requirements
- f. Texas Procurement Center
- g. Any other agency or entity that state law provides will satisfy the competitive bid requirements

*Texas Local Government Code Chapter 271; also, Texas Government Code Chapter 791*

### H. Media Advertising

A purchase order or quotation form is not required for advertising in the City Official Public Newspaper. The invoice shall be authorized for payment by the Department Head and forwarded to the Finance Department. *Texas Government Code 2051.041*



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## Section 4: Credit Card/Procurement Card Purchases

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The Procurement Card (hereinafter “P-Card”) is a purchasing tool which offers an alternative to the traditional purchase order process. Additionally, the timelines established by this policy allow the City to take full advantage of the cash rebate incentive offered by the issuing financial institution on P-Card purchases.

The City of Freeport established the P-Card Program as part of an effort to extend trust downward into the organization and to increase operational efficiency. As such, employees have a responsibility to adhere to this policy. Having a City of Freeport P-Card is a privilege, not a right.

The P-Card is issued to individual employees only. No other person is permitted to use another employee’s P-Card. As a Cardholder, the employee is responsible for the appropriate use of City funds and is responsible for all charges made with the card. Although the P-Card is issued to the employee, it remains City property and may be rescinded at any time.

Personal charges shall not be made on the card. Improper use of the card may be considered misappropriation of City funds, which may result in disciplinary action, up to and including termination and criminal prosecution.

Cardholders must comply with internal control procedures in order to protect the City’s assets. These procedures include, but are not limited to keeping itemized receipts, reconciling transactions, reviewing monthly statements and following proper security measures. A Cardholder must surrender his/her card upon termination of employment. All purchasing policies and procedures must be followed when using the P-Card.

It is the expectation of the City that departments seek information from multiple vendors to ensure that the best value and price are obtained for all P-Card purchases. The following procedures outline appropriate P-Card use.

### A. Program Administration

1. The Finance Department is responsible for the day to day management of the P-Card program.
2. The designated Program Administrator acts as the City’s point of control for the P-Card program, monitors all usage of the P-Card, and is the point of contact for any Cardholder questions or problems.
3. The Program Administrator has the authority, with the approval of the Finance Director, to cancel or suspend a P-Card for any employee at any time for reasons as stated in this policy.



**B. P-Card Issuance & Transaction / Monthly Limits**

1. When P-Cards are requested for new users, the Department Head will be able to designate an “Administrative Designee.” This employee is responsible for managing the reconciliation of the Cardholder’s P-Card (e.g. an Executive Assistant).
2. Cardholder standard expenditure limits are as follows:

Cardholder Class	Per/Single Transaction	Per Month
Individuals	\$999.99	\$10,000
City Manager	\$2,999.99	\$10,000
Mayor	\$2,999.99	\$10,000
Finance Department	\$15,000*	\$100,000*

*\* To be used for payment of bills only per authorization by the Finance Director.*

3. Department Heads may request lower limits. Higher limits or a different Cardholder Class may be requested to accommodate the employee’s job function and may be considered with documentation to justify the request or change. The request must be approved by the Department Head, Finance Director and City Manager. (Note: Request for a one-time increase in single or monthly transaction limits may be made by the P-Card holder and approved by Finance. It is the Cardholder’s responsibility to inform their Department Head of the increase.)

**C. Department P-Cards**

Department P-Cards may be issued in the name of an individual department. These cards would be kept in the Purchasing Office until such time as they would be needed by the department for an emergency related issue. Department Cards must be requested in the same manner as a standard P-Card and released for use only after Purchasing receives notice from the City Manager allowing the use of the card

**D. Finance Department P-Card**

A P-Card will be issued and signed out to an individual within Finance for payment of certain invoices that the city receives during the course of business with the sole purpose of receiving additional cash rebate incentives from the P-Card program.

The individual to which the P-Card is signed out will be the custodian of the P-Card and will have the sole responsibility within Finance for maintaining the P-Card and adhering to the requirements of this Policy during the custodial time period.

## E. P-Card Usage Guidelines

### 1. P-Card Basics

- a. If the monthly limit is reached, Cardholders must utilize the traditional purchase order process, or the Cardholder may request (by email with a copy to the Cardholder's supervisor) a temporary increase in the monthly transaction limits from the Program Administrator. If Cardholder is at the place of business and needs to increase the single transaction limits on their P-Card, they must call the designated P-Card Administrator and make the request. Any requests granted will only be done if they fall within the standard allowable limits as set forth in this policy. An email will be generated to the Cardholder and appropriate Supervisor confirming the telephone conversation and the action taken.
- b. The Cardholder shall not use the P-Card to circumvent any other established City policy, i.e. splitting a \$3,000.00 transaction to two transactions of \$1,500.
- c. The Cardholder is responsible for all charges made with the P-Card.
- d. Cardholders must comply with internal control procedures in order to protect the City's assets. These procedures include, but are not limited to keeping itemized receipts, reconciling transactions, reviewing monthly statements and following proper security measures.
- e. The employee is to use the P-Card only for the types of purchases described in this policy and failure to do so may result in disciplinary action up to and including termination and/or criminal prosecution.
- f. P-Card limits may also be raised in the event of an emergency at the sole discretion of the City Manager.

### 2. Acceptable Purchases on P-Card (Examples – but not limited to)

- a. Subscriptions and books
- b. Seminars, training, membership dues, registration
- c. Catering and delivery services
- d. Off-site Required maintenance/repairs for which no contract required
- e. On-site maintenance/repairs under \$500 total cost for which no contract required
- f. Over-the-counter retail purchases
- g. Travel related purchases (Note: When traveling, food is best paid by per diem.)
- h. Computer peripherals (through IT only)
- i. Software under \$500.00 (no license agreements) (through IT only)
- j. Business related meals with documentation of meeting subject and attendees
- k. Fuel (for City vehicles only when traveling outside City or motorcycle officers)
- l. Rentals (on case by case basis and only with approval of Finance Director)

### 3. Prohibited P-Card Uses (Examples – but not limited to)

Purchases of restricted items listed below and purchases of \$3,000 or more must continue to be processed in accordance with established purchasing guidelines.

The procurement P-Card is NOT to be used for the following:

- a. Purchase of capital equipment
- b. Purchase utilizing Grant funds
- c. Capital projects
- d. Onsite contractual services over \$500 (contract / PO needed)
- e. Alcoholic beverages (except where otherwise permitted by policy)
- f. Cash advances/travelers checks/gift cards
- g. Separate, sequential, and component purchases or any transaction made with intent to circumvent City Purchasing Policy
- h. Spouse/Family expenses incurred while traveling
- i. Purchases made with vendors not located in the U.S. (except where previously approved)
- j. Items for personal use
- k. Fines of any kind
- l. Maintenance agreements

### 4. Proof of Purchase - Documentation

- a. Adequate documentation, including original itemized receipts must be maintained to record the transaction and support the legitimate business purpose of all transactions made with the P-Card.
- b. Original documentation must be retained by Cardholder until attached to the Monthly Statement showing the Cardholder purchases.

### 5. Sales Tax

- a. The City is tax exempt. Cardholders are responsible for ensuring the merchant does not include sales tax in the transaction.
- b. ***The Exception is tax paid to most restaurants, hotels, airlines, and other travel related merchants. Cities are not exempt from hotel tax and certain other federal and state taxes that are not the standard sales tax. (Note: When traveling, food is best paid by per diem and no receipt is needed.)***
- c. If tax is included, the Cardholder will immediately be responsible for ensuring that the merchant or the cardholder reimburses the tax amount to the City.
- d. Cardholders will be provided a copy of the City's tax exemption certificate upon request.

## F. Monthly Reconciliation Process

1. Purchasing will notify Cardholders and make available monthly account statements available.

2. Reconciled statements are due back to Purchasing within five (5) business days from the receipt of the statement notification email.
3. To complete the reconciliation process, the following steps must be completed:
  - a. Itemized receipts (generally including purchase date, vendor name, item description, quantity, unit price, and total charge), with the account number and purpose of the purchase written on the sheet to which they are attached, are to be attached in the same order as the listed transactions appear on the monthly statement.
  - b. For meals, per the IRS and the City's auditor, all meals between employees or with staff for any reason must document the names of all attendees. See specific requirements and examples below:
    - Business Meals between Staff – Required Information: Names of staff attending, purpose of meeting, where, when.
    - Training with Staff – Required Information: Names of all attending the training, purpose of the training, where and when the training was held.
    - Meetings and Business Meals – Required Information: Names of all staff attending, names of any other person(s) in attendance, purpose of meeting or business meal, where and when.

Exceptions:

- Meetings with Staff, Consultant and External Committee Members or any combination of this: Name of all staff present, name of any/all consultants, engineers, architects, etc., present, name of the committee only (if applicable, e.g. EDC Board, Planning & Zoning Committee, etc.), and the agenda stating the purpose of the meeting.
  - Meals Provided for "Events" require just the explanation of the "event", when and where and a brief description of who was present (e.g. food for Police promotional ceremony).
- c. For credits, a print screen will be accepted as backup documentation, but receipts are best, if available. Credits must be explained and charged back to original account.
  - d. For "In and Out" transactions (i.e. transactions made in error and credited back within the same day), print screens will be accepted as backup documentation but receipts are best, if available. Such transactions must be explained, charged and credited to the same account and approved electronically.
  - e. For sales tax, charges must be either refunded by credit to the P-Card or reimbursed to the City – proof of reimbursement to the City must be attached to the P-Card statement.
  - f. For tips in excess of 20%, charges must be refunded to the City and proof of reimbursement to the City must be attached to the P-Card statement.



misuse, altered charges, defective merchandise, incorrect amounts, duplicate charges, credits not processed, sales tax charged, etc.

- b. The Cardholder's first step in resolving an erroneous charge is to contact the vendor. (Note: By law, vendors are not permitted to bill a P-Card for purchases until the items have been shipped. Hotels may bill for first night.)

## H. Cancellation & Renewal Of P-Cards

### 1. Lost or Stolen P-Cards

- a. It is the responsibility of the Cardholder to immediately report a lost or stolen P-Card.

### 2. Termination, Resignation or Re-assignment

- a. Upon notice of termination or resignation, it is the responsibility of the Supervisor and Human Resources to notify Finance immediately. In addition, the supervisor must retrieve the P-Card at such time and return to Finance.
  - i. The Cardholder is responsible for submitting all receipts to the Supervisor.
  - ii. The Cardholder's P-Card will be disabled on the date of resignation or notification of retirement, not the last day of employment.
  - iii. The Supervisor or designee is responsible for submitting the monthly statement with all receipts on time.
- b. Upon notice of staff re-assignment within the City, it is the responsibility of the Supervisor and Human Resources to notify Finance immediately. Finance will review specific P-Card requirements for that person and after discussion with the new supervisor, the P-Card may be cancelled, suspended, limits changed to reflect new responsibilities or MCC codes adjusted.

### 3. Renewal of Existing P-Cards

- a. Approximately 30 days prior to the expiration date of the card, the bank will automatically send a new card to Finance. Finance will notify Cardholders when the cards are ready to be picked up. Cardholders must turn in their old card to Purchasing in order to receive their new card. New cards must be picked up in person by the Cardholder.

## I. Accountability

The cardholders and their appropriate supervisors are responsible for ensuring that this policy and procedure is adhered to. The Finance Department is responsible for monitoring and enforcement.

As a public entity, the City is expected to be able to demonstrate to the public that it has spent tax dollars wisely. All participants in the P-Card program are responsible for ensuring purchases made with the card will withstand the scrutiny of the press, public and internal audits. Therefore, Finance may conduct audits of all P-Card statements and review for the following:

### 1. Personal Misuse:

- a. Personal misuse includes the following:
  - i. Purchases of prohibited items



- ii. Assignment, transfer, or “loaning” of an individual card to an unauthorized person,
  - iii. Use of a P-Card by a suspended or terminated employee, and
- b. When personal misuse is suspected, the Cardholder will immediately be notified by email their supervisor and Department Head will be copied.
- c. If Finance does not receive a response with one (1) business day, the card will be suspended and changed to reflect a zero-transaction limit and an email sent to the Cardholder, their supervisor, and Department Head.
- d. Based on the severity of the misuse, disciplinary measures – to be decided by the Department Head and City Manager – may include personnel action up to and including termination and legal action.

## **2. Administrative Infractions:**

- a. Administrative infractions include the following violations related to the lack of proper and timely reconciliation of individual Cardholder accounts:
  - i. Transaction Missing Electronic Approval,
  - ii. Late Submittal of Monthly Reconciliation,
  - iii. Missing Itemized Receipt
  - iv. Missing Detailed Information
  - v. Transactions Including Sales Tax
  - vi. Transactions Including Tip Changes in Excess of 20% of the total bill.
- b. When administrative infractions occur, the Purchasing Office will email the Cardholder (and person designated as being responsible for compiling the Cardholder’s monthly reconciliations), with a copy to their supervisor and Department Head in order to resolve the discrepancy prior to authorizing payment of the charge to the bank.
  - i. If the same infraction occurs three months in a row, the ACM will be notified and the Program Administrator will recommend and discuss with their ACM if any further action should be taken.
- c. Training will be provided to all P-Card users and administrative designees with the distribution of new P-Cards. Any administrative designee with an infraction within the first three months of use will be required to repeat the training.

## **3. Policy Violations:**

- a. When violations are found, the Finance will email the Cardholder, with a copy to their supervisor and Department Head.
- b. The Purchasing Office will work with the Department Head to resolve the issue prior to payment of the transaction being authorized. In cases where policy exceptions are granted, a memo signed by the City Manager will be required.
- c. Personal charges shall not be made on the card. Improper use of the card may be consider misappropriation of City funds, which may result in disciplinary action, up to and including termination and criminal prosecution.

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## Section 5: Disposal of City Property

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### A. Property Disposal

Sometimes City property may outlive its usefulness and become unserviceable or obsolete. Before a department removes any property from service, the Department Head shall first determine if it can be transferred to another user department for continued service. If it is determined that a property item is no longer serviceable to the City, the Director shall request permission from the City Manager to dispose of the item.

Items may be disposed of by one of the following methods:

- Public auction
- Trade-in on new equipment
- Sealed bids
- Scrap material
- Destruction as unsalvageable
- Negotiated price by Council

In addition to the methods of disposal as listed above, the city may contract to convey property either to another governmental entity or a non-profit corporation in accordance with law providing that such entity or corporation agrees to use such equipment for public purpose.

The condition of the item to be salvaged or surpluses shall dictate the most advantageous method of disposal.



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## Section 6: Electronic Procurement

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*Chapter 252.0415(a) of the State of Texas Local Government Code* allows for the receipt of bids or proposals through electronic transmission, provided the following rules ensure the identification, security, and confidentiality of the electronic bids or proposals. All electronic bids or proposals must remain effectively unopened until the proper time.

### A. Identification

Invitations to Bid, Requests for Proposals, Request for Qualifications and Requests for Applications will be advertised and issued in the manner prescribed by law and the City's Purchasing Policy. A notification will be added to bid terms and conditions stating vendors should submit responses electronically through the City's website and/or third-party service provider's website at the appropriate electronic address listed. Such responses shall be accessible only by a designated City employee with a password for such address and documentation of the time of access shall be maintained.

### B. Security

At the specified bid closing time, a designated City employee will open all bids and the bid tabulation summary assembled from the City's website and/or by a third-party service provider's website. **By law a bid that is submitted non-electronically will be accepted and then entered electronically by a designated City employee after bid opening** as stated in the bid or proposal document terms and conditions.

### C. Confidentiality

A designated City employee will read aloud all bid responses received by closing time and date to any interested parties present at the bid opening. After the tabulation of bids or proposals, City shall will post bid tabulations electronically on the City's website and/or a third-party service provider's website with a qualifying statement: "The tabulation listing of a bid should not be construed as a comment on its responsiveness or an indication that the City accepts such bid as responsive. After evaluating bids, proposals, applications, and statements of qualifications the City will post tabulations and award information, once available, online through the City's website and/or service provider's website."



## City Council Agenda Item # 15

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

**Date:** December 5, 2022

**From:** Cathy Ezell, Finance Director

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**Staff Recommendation:**

Staff recommends approval of Budget Amendment #5.

**Item Summary:**

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

**Background Information:**

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

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

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

- Grant projects
- Veolia increase in repair and maintenance costs

**Financial Impact:**

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

**Supporting Documentation:**

Ordinance

**ORDINANCE NO. 2022-2684**

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

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

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

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

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

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

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

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

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

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

Section 1. The facts and opinions in the preamble of this ordinance are true and correct.

Section 2. The existing Budget of the City of Freeport, Texas, for the fiscal year 2021-2022 as amended by Ordinance No. 2021-2651, read, passed and adopted on November 15, 2021, as amended by Ordinance No. 2022-2655, read, passed and adopted on January 24, 2022 and as amended by Ordinance No. 20222-2662, read, passed and adopted on April 4, 2022 is hereby amended, as amended by Ordinance No. 2022-2673 and revised as reflected in said Exhibit "A"

Section 3. All ordinances and resolutions, and parts of ordinances and resolutions in conflict herewith, are hereby repealed.

Section 4. It is hereby found and determined that the meeting at which this ordinance was passed was open to the public and that advance public notice of the time, place and purpose of said meeting was given as required by law.

This ordinance shall take effect and be in force from and after its passage and adoption.

PASSED AND ADOPTED this 5<sup>th</sup> day of December 2022.

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

ATTEST:

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

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
David Olson, City Attorney

Exhibit A

City of Freeport  
End of Year Budget Adjustment  
Fiscal Year 2022  
Budget Adjustment #5

Department General Fund	Account Number	Description	FY2021-2022 Original Budget	FY2021-2022 Current Budget	FY2021-2022 5th Budget Amendment	FY2021-2022 Amended Budget	
Administration	10-410-392	Janitorial Supplies	2,000	2,993	996	3,989	
	10-410-399	Other Supplies	500	500	4,571	5,071	
	10-410-441	Water	10,200	10,200	6,257	16,457	
	10-410-430	Advertising	15,000	15,000	10,055	25,055	
	10-410-482	Service Contracts	43,300	43,300	30,893	74,193	
	10-410-543	Electronics/Computer Maint	65,000	67,691	18,287	85,978	
	10-410-545	Building Maintenance	50,000	50,000	110,000	160,000	
	10-410-628	Property/Gen Liab Insurance	40,000	40,000	14,125	54,125	
	10-410-699	Other-Sundry	32,000	32,000	9,831	41,831	
	10-410-899	Capital Outlay	-	-	51,633	51,633	
			Total Administration	258,000	261,684	256,648	518,332
Service Center	10-420-899	Capital Outlay	-	7,156	16,358	23,514	
		Total Service Center	-	7,156	16,358	23,514	
Municipal Court	10-430-414	Bank Charges	13,200	17,982	11,577	29,559	
		Total Municipal Court	13,200	17,982	11,577	29,559	
Police	10-525-482	Service Contracts	146,740	136,281	(84,541)	51,740	
		Total Police	146,740	136,281	(84,541)	51,740	
Fire	10-530-100	Salaries/Wages	674,949	674,949	(37,051)	637,898	
	10-530-190	Overtime-FLSA	72,400	72,400	(8,500)	63,900	
	10-530-192	Overtime-Other	10,000	10,000	(10,000)	-	
	10-530-193	Overtime-Training	12,000	12,000	(12,000)	-	
	10-530-201	FICA & Medicare	54,476	54,476	(2,500)	51,976	
	10-530-210	Group Insurance	104,211	104,211	(17,750)	86,461	
	10-530-230	TMRS	101,921	101,921	(4,500)	97,421	
	10-530-320	Other Electronics	13,000	16,167	(10,000)	6,167	
	10-530-335	Clothing	16,000	15,500	(6,250)	9,250	
	10-530-385	Small Tools & Equipment	15,000	10,443	(8,250)	2,193	
	10-530-524	Vehicle Maintenance	30,000	38,277	(3,323)	34,954	
	10-530-629	Liability-Vehicle Insurance	20,000	20,000	(10,000)	10,000	
			Total Fire	1,123,957	1,130,344	(130,124)	1,000,220
	EMS	10-535-110	Salaries/Wages - PT	-	-	17,407	17,407
10-535-190		Overtime	53,900	53,900	69,682	123,582	
10-535-230		TMRS	70,266	76,069	11,718	87,787	
		Total EMS	124,166	129,969	98,807	228,776	
Emergency Management	10-556-413	Professional Services	-	161,827	(17,000)	144,827	
		Total Emergency Management	-	161,827	(17,000)	144,827	
Code Enforcement	10-557-429	Rental Registration Prog	50,000	35,333	(35,333)	-	
		Total Code Enforcement	50,000	35,333	(35,333)	-	
Building	10-558-100	Salaries/Wages	212,511	167,714	(35,203)	132,511	
		Total Building	212,511	167,714	(35,203)	132,511	
Street	10-575-100	Salaries/Wages	654,318	654,318	(35,000)	619,318	
	10-575-210	Group Insurance	159,278	148,372	(2,094)	146,278	
		Total Street	813,596	802,690	(37,094)	765,596	

Exhibit A

Beach Maintenance	10-576-100	Salaries/Wages	8,000	8,000	9,790	17,790
	10-576-201	FICA & Medicare	1,500	1,500	220	1,720
	10-576-230	TMRS	2,000	2,000	1,295	3,295
	10-576-591	Beach Maintenance Expense	10,000	10,000	15,442	25,442
		Total Beach Maintenance	21,500	21,500	26,747	48,247
Museum	10-578-100	Salaries/Wages	140,609	132,954	(32,000)	100,954
	10-578-110	Salaries/Wages PT	15,608	15,608	(5,000)	10,608
	10-578-210	Group Insurance	31,346	31,346	(6,750)	24,596
	10-578-230	TMRS	22,755	22,755	(6,750)	16,005
	10-578-441	Water	10,200	10,200	(5,000)	5,200
	10-578-482	Service Contracts	13,140	12,443	(6,303)	6,140
		Total Museum	77,441	76,744	(24,803)	51,941
Library	10-650-441	Water	10,200	8,090	(6,890)	1,200
		Total Library	10,200	8,090	(6,890)	1,200
Golf	10-656-100	Salaries/Wages	359,693	369,435	31,626	401,061
		Total Golf	359,693	369,435	31,626	401,061
Recreation	10-665-100	Salaries/Wages	158,274	158,274	(20,000)	138,274
	10-665-110	Salaries/Wages PT	68,657	68,657	(40,000)	28,657
	10-665-440	Electricity	35,000	23,775	(10,775)	13,000
		Total Recreation	261,931	250,706	(70,775)	179,931
<b>Total General Fund</b>					<u>\$ -</u>	
Water & Sewer Fund Revenue	56-360-103	Utility Reimbursement	70,000	70,000	95,400	165,400
	56-360-402	Grant CDBG-GLO	-	-	622,831	622,831
	56-381-300	Sewer Revenue	2,383,800	2,383,800	94,301	2,478,101
	56-381-900	Connect & Disconnect Fees	90,000	90,000	42,400	132,400
		Total Revenue	2,543,800	2,543,800	854,932	3,398,732
Expenditures	56-565-499	Veolia Contract Operations	2,600,000	2,657,898	232,102	2,890,000
	56-565-899	Capital Outlay	-	-	622,830	622,830
		Total Expenditures	2,600,000	2,657,898	854,932	3,512,830
<b>Total Water &amp; Sewer Fund</b>					<u>\$ -</u>	



## City Council Agenda Item # 16

**Title:** FY2022-2023 Proposed Budget Adjustment #1

**Date:** December 19, 2022

**From:** Cathy Ezell, Finance Director

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**Staff Recommendation:** Staff recommend approval of the following budget amendment.

**Item Summary:** This proposed budget amendment offsets expenditure overages by shortages based on actuals (unaudited) through the end of the Fiscal Year 2021-2022.

**Background Information:** Below is a summary of each of the proposed changes.

1. Administration Department: Recodification
2. Police Department: Service Contracts
3. Fire Department: Radio Repairs, Vests, SCBA Masks, Vehicle Repairs
4. EMS: Fire Vests, Radio Equipment
5. Parks: Chairs, Park Equipment, Fire Alarm Repairs.
6. Golf: Electrical Repairs
7. Streets & Drainage Fund: Emergency Repairs to Road
8. Facilities & Grounds CIP Fund: Roll of unfished projects.
9. Vehicle & Equipment Fund: Roll of funds for vehicles and equipment that did not come in by end of fiscal year.
10. Information Technology Fund: Roll of unfished projects.
11. Utility Fund: CDBG-GLO projects, Force Main Engineering, and Emergency Response Plan.
12. 2020 CO Bond Fund: Roll of unfinished projects.
13. 2021 CO Bond Fund: Roll of unfinished projects.
14. TIRZ: Repayment to EDC for TIRZ Implementation

**Financial Impact:** The funds are coming from the savings from Fiscal Year 2022-2023 that were rolled into fund balance at the end of the Fiscal Year 2022-2023. The budget adjustment is moving the savings from fund balance into the operating and project budget. The Utility Fund shows revenue and expenses for the grant projects. The TIRZ Fund is repaying the EDC for the costs incurred to implement the TIRZ



**Supporting Documentation:** Ordinance

**ORDINANCE NO. 2022-2685**

**AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; MAKING CERTAIN FINDINGS AND CONTAINING CERTAIN PROVISIONS RELATING TO THE SUBJECT; PROVIDING A SEVERANCE CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

WHEREAS, the budget for the 2022-2023 fiscal year of the City was approved by the City Council by Ordinance No. 2022-2674, read, passed and adopted on the 12th day of September, 2022.

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

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

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

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

Section 1. The facts and opinions in the preamble of this ordinance are true and correct.

Section 2. The existing Budget of the City of Freeport, Texas, for the fiscal year is hereby amended and revised as reflected in said Exhibit "A".

Section 3. All ordinances and resolutions, and parts of ordinances and resolutions in conflict herewith, are hereby repealed.

Section 4. It is hereby found and determined that the meeting at which this ordinance was passed was open to the public and that advance public notice of the time, place and purpose of said meeting was given as required by law.

This ordinance shall take effect and be in force from and after its passage and adoption.

PASSED AND ADOPTED this 5th day of December 2022.

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

ATTEST:

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

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
David Olson, City Attorney

Exhibit A

City of Freeport  
End of Year Budget Adjustment  
Fiscal Year 2023

Department General Fund	Account Number	Description	FY2022-2023	FY2022-2023	FY2022-2023
			Original Budget	1st Budget Amendment	Amended Budget
Administration	10-410-413	Professional Services	\$ 225,000	\$ 12,000	\$ 237,000
		Total Administration	225,000	12,000	237,000
Police	10-525-482	Service Contracts	154,740	25,805	180,545
		Total Police	154,740	25,805	180,545
Fire	10-530-320	Other Electronics	16,500	5,005	21,505
	10-530-335	Clothing	19,240	7,185	26,425
	10-530-385	Small Tools & Equipment	14,800	7,380	22,180
	10-530-524	Vehicle Maintenance	30,000	4,487	34,487
	Total Fire	80,540	24,057	104,597	
EMS	10-535-335	Clothing	19,660	7,185	26,845
	10-535-699	Other Sundry	10,000	4,400	14,400
	Total Emergency Management	29,660	11,585	41,245	
Parks	10-655-399	Other Supplies	23,150	2,247	25,397
	10-655-546	Land/Grounds Maint	44,000	1,287	45,287
	10-655-545	Bldg/Bldg Equipment Maintenance	33,400	3,850	37,250
	Total Parks	100,550	7,384	107,934	
Golf	10-656-899	Capital Outlay	-	13,440	13,440
		Fund Balance	-	13,440	13,440
Fund Balance			(94,271)		
<b>Total General Fund</b>			<b>\$ 590,490</b>	<b>\$ -</b>	<b>\$ 684,761</b>
Street & Drainage Fund	14-575-899	Capital Outlay	1,462,000	49,000	1,511,000
		Fund Balance	-	(49,000)	-
		<b>Total Street &amp; Drainage Fund</b>	<b>\$ 1,462,000</b>	<b>\$ -</b>	<b>\$ 1,511,000</b>
Facilities & Grounds CIP Fund	21-410-899	Capital Outlay - Administration	-	750,000	750,000
	21-420-899	Capital Outlay - Service Center	-	10,386	10,386
	21-530-899	Capital Outlay - Fire	436,095	26,608	462,703
	21-578-899	Capital Outlay -Museum	-	117,000	117,000
	21-655-899	Capital Outlay - Parks	275,000	67,053	342,053
	21-656-899	Capital Outlay - Golf	10,000	180,000	190,000
	Fund Balance	-	(1,151,047)	-	
<b>Total Facilities &amp; Grounds CIP Fund</b>			<b>\$ 721,095</b>	<b>\$ -</b>	<b>\$ 1,872,142</b>
Vehicle & Equipment Fund	22-525-899	Capital Outlay - Police	\$ 366,000	\$ 163,077	\$ 529,077
	22-530-899	Capital Outlay - Fire	457,000	493,741	950,741
	22-655-899	Capital Outlay - Parks	18,000	60,000	78,000
	22-656-899	Capital Outlay - Golf	-	153,030	153,030
	Fund Balance	-	(869,848)	-	
<b>Total Vehicle &amp; Equipment Fund</b>			<b>\$ 841,000</b>	<b>\$ -</b>	<b>\$ 1,557,818</b>
Information Technology Fund	23-410-899	Capital Outlay - Admin	\$ -	\$ 98,916	\$ 98,916
	23-525-899	Capital Outlay - Police	-	124,678	124,678
	Fund Balance	-	(223,594)	-	
<b>Total Police Seizure</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 223,594</b>

Exhibit A

City of Freeport  
End of Year Budget Adjustment  
Fiscal Year 2023

Department	Account Number	Description	FY2022-2023 Original Budget	FY2022-2023 1st Budget Amendment	FY2022-2023 Amended Budget
<b>Utility Fund</b>					
Revenue	56-360-402	Grant-CDBG-GLO	\$ -	\$ 11,336,988	\$ 11,336,988
	56-575-413	Professional Services	25,000	798,705	823,705
	56-575-899	Capital Outlay	-	11,336,988	11,336,988
		Fund Balance		(798,705)	
		<b>Total Utility Fund</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 11,336,988</b>
<b>2020 CO Bond Fund</b>					
	66-410-899	Capital Outlay - Administration	-	907,687	907,687
	66-575-499	Capital Outlay - Streets	2,368,643	1,097,298	3,465,941
	66-578-899	Capital Outlay - Museum	-	375,000	375,000
		Fund Balance		(2,379,986)	
		<b>Total 2020 CO Bond Fund</b>	<b>\$ 2,368,643</b>	<b>\$ -</b>	<b>\$ 4,748,629</b>
<b>2021 CO Bond Fund</b>					
	67-565-899	Capital Outlay	-	4,434,160	4,434,160
		Fund Balance		(4,434,160)	
		<b>Total 2021 CO Bond Fund</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,434,160</b>
<b>TIRZ Fund</b>					
	70-410-413	Professional Services	-	18,946	18,946
		Fund Balance		(18,946)	
		<b>Total 2021 CO Bond Fund</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 18,946</b>

City of Freeport  
Capital Projects  
As of November 30, 2022

Project	Project Status	Budget/Estimated Cost	Spent To Date	Remaining Budget
<b>Fund 67 - 2021 CO Bond Fund</b>				
Lift Station 3, 4, and 14 Rehabilitation	Pumps ordered - anticipated start date 11/14/22 completion 3/16/23	\$ 1,735,713.00	\$ 147,185.90	\$ 1,588,527.10
FM 1495 Water Line Relocation	AFA agreement signed. Contract awarded by TXDOT, local share remitted	395,476.84	395,476.84	-
Phase 1 SSOI Engineering	Underway	215,926.36	-	215,926.36
Sanitary Sewer Collection GLO Project	Kickoff 2/25/22 - Env. Complete, Eng @90% Bids estimated for Nov or Dec.	59,316.26	-	59,316.26
Wastewater Treatment Plant Grant Match	Kickoff 2/25/22 - Eng. and Env. Review underway Bids estimated Mar. 2023	60,520.00	-	60,520.00
Avenue H Sewer Line Replacement Grant Match	All Pipe and connections installed. Pavement repair work underway	42,375.00	39,908.30	2,466.70
WWTP Improvements	Council Approved Task Authorization for Freese & Nichols engineering	1,928,630.00	-	1,928,630.00
Sewer Line Replacement SSOI	CCTV & Manhole inspections underway	562,042.54	-	562,042.54
<b>Total Fund 66 - 2021 CO Bond Fund</b>		<b>\$ 5,000,000.00</b>	<b>\$ 582,571.04</b>	<b>\$ 4,417,428.96</b>

<b>Fund 66 - 2020 CO Bond Fund</b>				
Streets & Drainage Projects	Total Budget for Street Projects	\$ 6,375,000.00		
2019-2020 Asphalt Streets - County Interlocal carried over to 2021	Complete	\$ 206,053.24	\$ 206,053.24	\$ -
2020-2021 Asphalt Streets - County Interlocal	Complete	382,973.00	321,260.88	61,712.12
2020-2021 Water/Sewer Relocation - Asphalt Streets	Complete	230,704.84	230,704.84	-
2021-2022 Asphalt Streets - County Interlocal	Complete except Ave. F and alley were sewer is being replaced	382,973.00	270,442.25	112,530.75
2021-2022 alley Sewer Relocation - Asphalt Streets	Materials ordered expected completion in next couple of weeks	117,000.00	66,443.37	50,556.63
2022 Phase 1 Concrete Streets - Engineering	In Construction Phase	320,130.00	294,740.90	25,389.10
2022 Phase 1 Concrete Streets - Construction	All streets complete except 7th, 8th & 10th. Nearing Completion	2,381,309.43	1,923,149.59	458,159.84
2022-2023 Phase 2 Concrete Streets - Engineering	Complete Bid awarded Construction observation remaining	426,380.00	370,358.53	56,021.47
2022-2023 Phase 2 Concrete Streets - Construction	Contract awarded. Pre-Construction meeting will be 1st wk of Nov.	1,862,769.49	-	1,862,769.49
Velasco Pump Station Improvements	Complete	316,707.00	316,706.61	0.39
Heritage House Renovations	On Hold	375,000.00	-	375,000.00
City Hall Renovations	On Hold	998,000.00	90,312.69	907,687.31
<b>Total Funding Fund 66 - 2020 CO Bond Fund</b>		<b>\$ 8,000,000.00</b>	<b>\$ 4,090,172.90</b>	<b>\$ 3,909,827.10</b>

<b>Fund 14 - Streets &amp; Drainage Funds</b>				
Road Failure - Avenue D	Complete	\$ 49,000.00	\$ 49,000.00	\$ -
Asphalt Streets 2022-2023	List to be approved by City Council 12-19-22	446,041.00	-	446,041.00
Entry Road for Park	Bids to be received in November	150,000.00	-	150,000.00
Streets & Drainage Project	Project to be determined	759,000.00	-	759,000.00
2022-2023 Phase 2 Concrete Streets - Construction	Contract awarded. Pre-Construction meeting will be 1st wk of Nov.	1,689,825.24	-	1,689,825.24
<b>Total Funding Fund 14 - Streets &amp; Drainage Fund</b>		<b>\$ 3,093,866.24</b>	<b>\$ 49,000.00</b>	<b>\$ 3,044,866.24</b>

<b>Fund 21 - Facilities &amp; Grounds CIP</b>				
City Hall Renovations	New proposal being presented to council with reduced scope	\$ 750,000.00	\$ -	\$ 750,000.00

Museum Façade	On Hold			
Temp. Modular Building	To be bid	100,000.00	-	100,000.00
Fire Station 1 Driveway	To be quoted	426,095.00	-	426,095.00
Prelim Architectural Study Station 1	Preliminary Architectural work has been authorized.	10,000.00	-	10,000.00
Radio Antenna Repairs - Fire	Repair has begun	20,000.00	-	20,000.00
Greens Resurfacing	To be bid	11,665.00	5,057.17	6,607.83
Cart Path Repair	Will begin soon	150,000.00	-	150,000.00
Prelim Architectural Study Club House - Golf	Will be presented to Council in the coming months.	10,000.00	-	10,000.00
Jail Facility Renovation	To be bid	30,000.00	-	30,000.00
Replacement of Main Electric Dist. Panel	To be quoted	115,000.00	-	115,000.00
Police Department Parking Lot Improvements	To be quoted	20,000.00	-	20,000.00
Landing Repairs	On hold pending public hearing	20,000.00	-	20,000.00
Service Center Exterior	Contract awarded and construction to begin in December	65,000.00	-	65,000.00
Riverplace Parking Lot Improvements	Bids will be received in November	60,000.00	16,200.00	43,800.00
Velasco House Renovations	Bids will be received in November	85,000.00	-	85,000.00
Recreation Center Parking Lot Improvements	Contract awarded and construction to begin in December	70,000.00	-	70,000.00
Library Window Replacement	Work has begun waiting on windows	70,000.00	-	70,000.00
Museum Remodel	Work has begun.	43,000.00	21,924.87	21,075.13
		17,000.00	4,500.00	12,500.00
	<b>Total Fund 21 - Facilities &amp; Grounds CIP</b>	<b>\$ 2,072,760.00</b>	<b>\$ 47,682.04</b>	<b>\$ 2,025,077.96</b>

<b>Fund 22 - Vehicle &amp; Equipment Replacement Fund</b>				
Replace 2 Ambulances	Ordered & Received Some Outfitting	\$ 600,000.00	\$ 118,167.90	\$ 481,832.10
Replace Fire Equipment - Grant Funds	Ordered	131,013.00	119,105.97	11,907.03
Equipping new reserve firefighters	To be quoted	12,000.00	-	12,000.00
SORT Unit Replacement	Grant funding be sought	400,000.00	-	400,000.00
Knox boxes and mounts	To be quoted	15,000.00	-	15,000.00
Furnishings/Appliances Fire Station 2	To be quoted	30,000.00	-	30,000.00
Tee Mower - Golf	Ordered	35,893.00	-	35,893.00
Fairway Mower - Golf	Ordered	75,356.05	-	75,356.05
Replace two trucks - Building/Code	To be bid	80,000.00	-	80,000.00
Recreation Center Equipment	To be quoted	10,000.00	-	10,000.00
Vehicle Replacement - Police	To be bid	292,748.00	-	292,748.00
Generator - Police	Grant Has Been Awarded and Generator on Order	60,000.00	19,671.20	40,328.80
Body Camera Video Storage	To be quoted	16,000.00	-	16,000.00
One Ton Dump Truck	Completed	90,000.00	78,705.00	11,295.00
SCADA for Stormwater Pumps	To be bid	60,000.00	-	60,000.00
Zero Turn Mower	Completed	18,000.00	17,975.13	24.87
Generators	Have Applied for \$1,020,000 in Grants for 4 City Buildings & 3 Lift Stations	60,000.00	-	60,000.00
	<b>Total Fund 22 - Vehicle &amp; Equipment Replacement</b>	<b>1,986,010.05</b>	<b>353,625.20</b>	<b>1,632,384.85</b>

<b>Fund 23 - Technology Fund</b>				
Server Replacement/Network Upgrade - Police	Equipment is in. Installation to begin	\$ 85,000.00	\$ 92,640.42	\$ (7,640.42)
Access Control Panel	Ordered	23,645.47	-	23,645.47
		\$ 108,645.47	\$ 92,640.42	\$ 16,005.05

**Grant Funded Projects**

CDBG MIT 2016 HUD - Sanitary Sewer Collection System SSOI	Kickoff 2/25/22- Env. Complete, Eng @90% Bids estimated for Nov or Dec.	\$ 5,931,626.00	\$ 438,461.52	\$ 5,493,164.48
CDGB MIT Harvey - Wastewater Treatment Plant Improvements	Kickoff 2/25/22 - Eng. and Env. Review underway Bids estimated Mar. 2023	5,991,468.00	184,367.61	5,807,100.39
CDBG - Bar Screen Replacement	Complete	193,271.00	170,328.45	22,942.55
CDBG - Avenue H Sewer Line Replacement	All Pipe and connections installed. Pavement repair work underway	260,000.00	-	260,000.00
FEMA River Bank Erosion Project - Hurricane Harvey	Asked for an extension and Rescope. A new project manager has been assigned. Continuing to meet with TDEM and FEMA.	285,793.00	-	285,793.00
		\$ 12,662,158.00	\$ 793,157.58	\$ 11,869,000.42

**Other Projects**

Incode Migration Project	Financial System, Utility Billing, and Court Complete. HR in progress.	208,000.00	63,878.25	144,121.75
		\$ 208,000.00	\$ 63,878.25	\$ 144,121.75



## Office of City Secretary Monthly Report November 2022

### **Public Information Request:**

- 26 requests were received, and 26 were closed in the month of November.

### **Agenda's and Minutes Prepared:**

- 3 City Council Agenda's. 3 sets of City Council Meeting Minutes
- 1 Charter Review Agenda.

### **Special Election for Ward D.**

- Binders have been made for any candidate's wishing to file. The opening file date was November 8, 2022 and closing date December 27, 2022. Notices and Order have been posted on Website, and outside City Hall.

### **Webinar for continued training:**

- None for the month of November.

### **Texas Municipal Clerks Certification Program:**

- I have continued to work on prepping for the first exam.

### **Record Retention:**

- None for month of November.

### **Recodification of Code of Ordinances:**

- I have been speaking with Ms. Fox, from Municode on the Code Recodification. Ms. Fox has informed that the project has been released and is scheduled for editing and production of the final draft. It is a lengthy process, but the preparation for the next and final draft, is exciting.

# Community Development



Building Permits & Inspections

Health Permits & Inspections

Code Enforcement

Short Term Rental Inspections

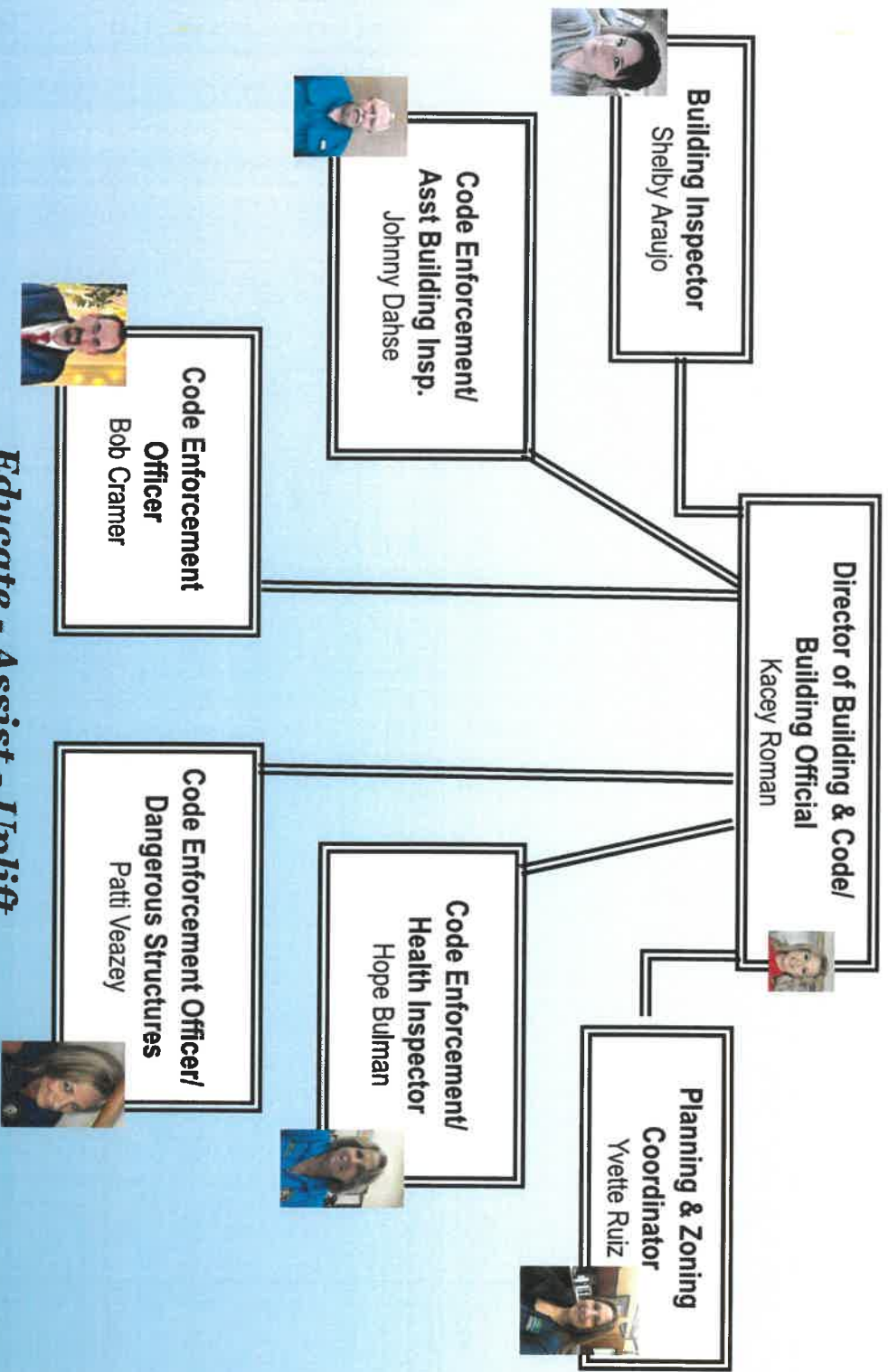
Planning & Zoning

Board of Adjustments

Permit Desk Operations

*Educate - Assist - Uplift*

# Community Development



*Educate - Assist - Uplift*

# November Health Inspections

Captain Marks Seafood	Score 91
Tracey's Tavern	Score 92
Buc-ee's#7	Score 98
Sam's Mart	Score 91
Sugar & Spice Daycare	Score 96
Dollar Tree	Score 96
Mitchell's Pier	Score 82
Port Café	Score 88
On The River	Score 72





# Health License Renewal Time



The City of Freeport now has 73 Food Establishments!

Health License Renewals are due by December 31<sup>st</sup> each year,  
and reminders have been sent out.

## Upcoming Demolitions



**1002 W 6<sup>th</sup>**

**(back structure)**

Initial Inspection --  
02/02/2021, and violation  
Letter sent 02/03/2021.

This structure was wide open  
with vagrants going in and out  
of it..

The City obtained an  
Administrative Search Warrant  
for inspection 7/05/2022.

The building was declared a  
Dangerous Structure by the  
Building Official 7/05/2022.

The notifications were certified  
and also posted on the  
structure.



# Upcoming Demolitions



NETWORK NOV 17, 2022 at 2:16:14 PM CST  
LOCAL NOV 17, 2022 at 2:16:14 PM CST  
N 281 SW 561877 | W 317 S 150 BLK  
Freeport TX 77541  
United States  
Remains: 300 Blk Velasco & Gulf commercial building

- Initial Inspection – 11/18/2021.
- This structure was wide open with vagrants going in and out of it.
- The City obtained an Administrative Search Warrant for inspection 11/31/2022.
- The building was declared a Dangerous Structure by the Building Official 11/31/2022.
- Building is in imminent danger of collapsing.
- Certified notices were delivered and signed for. All lienholders were notified. 11/17/2022.10/28/2022 and on 11/2/2022.

**300 Blk of Velasco & Gulf - (Property ID 259750)**



519 S Ave F  
City Demo  
per BOA







1107 W 10<sup>th</sup>

Owner Demolished  
per BOA



Network: Nov 9, 2022 at 12:13:18 PM CST  
Local: Nov 9, 2022 at 12:13:18 PM CST  
N 28° 56' 48.221" W 95° 21' 45.264"  
1107 W Tenth St  
Freeport TX 77541  
United States



**2001 Brazosport #**

**241**

**Demolished by owner  
after notice sent**



11/09/2022



# 409 S Ave G



## **Before and After**

The owner demolished the structure. This was after the City issued a notice to come in front of the BOA.

Code is still working with the owner to clean up the property.



# Monthly Code Enforcement Activities

Run Date: 12/14/2022 7:41 PM

## Hope Bullman

Create Date	Current Task	Status	Address 1	V_Summary # Violation
11/4/2022		In Progress	261701 N Ave O	Vacant Lot, high grass and weeds. Sending violation letter on 11/04/2022
11/4/2022		Closed	723 N Brazosport Blvd	Complaint was made on Taqueria Daisy, By Christian Juarez, 979-709-5309. He satated the trash from Taqueria Daisy is constantly blowing into his yard. He said he filled up a trash bag full and took it over to show them and to let them know they needed to pick up their trash. One of the employees told him it was not their problem, that it was from the customers. I informed Mr. Juarez I would go talk to them.
11/9/2022		Applied	301 N Brazosport Blvd	
11/10/2022		Applied	1024 W BROAD ST	
11/10/2022		Approved	311 E. Park	
11/10/2022		Approved	311 E. Park	
11/28/2022		Approved	317 S GULF BLVD	Left notice for water meter discontct
11/28/2022		Closed	1100 N BRAZOSPORT BLVD-10	Left notice for water meter disconnect. Chill spot
11/28/2022		Approved	1515 North Brazosport Blvd.	Delivered notice for water meter disconnect
11/28/2022		Closed	1504 N AVE I	Delivered notice for water meter disconnect at 1504 North Ave. eye on 11/28/2022
11/28/2022		Closed	902 North Ave. J	Delivered notice for water meter disconnect on 11/28 2022
11/29/2022		Closed	401 S BRAZOSPORT BLVD	delivered notice for water meter disconnect, on 11/28/2022
11/29/2022		Approved	311 E. Park	
11/30/2022		Approved	1219 N BRAZOSPORT BLVD	

## Johnny Dahse

Create Date	Current Task	Status	Address 1	V_Summary # Violation
11/29/2022	Generate and Send Violation Notice	In Progress	202 S Front St	Trash and debris by the road, refuse truck will not pick up these items

**Laura Tolar**

Create Date	Current Task	Status	Address 1	V_Summary If Violation
11/4/2022	Initial Inspection	Denied	1010 MAGNOLIA	

**Patti Veazey**

Create Date	Current Task	Status	Address 1	V_Summary If Violation
11/1/2022		Closed	1122 W 2ND ST	Sending letter to put address on the house
11/1/2022		Closed	1130 W 2nd	Need to post address on the house
11/1/2022		Closed	415 E PARK AVE	Dropped off a shut off on the water
11/1/2022		Closed	21 S AVE A	Dropped off a shut off notice
11/1/2022		In Progress	317 S GULF BLVD	Dropped off shut off on the water
11/1/2022		Closed	1624 N BRAZOSPORT BOULEVARD HWY 2	Dropped of a disconnect on the water
11/2/2022		Closed	1602 W 6TH ST	Dropped off a notice to put address on the structure
11/2/2022		Closed	1530 W 6TH ST	Dropped off a notice to put address on the structure
11/2/2022		Closed	1526 W 6TH ST	Dropped a notice to put address on the structure
11/2/2022		Closed	1519 W 6TH ST	
11/2/2022		Closed	1426 W 6TH ST	Left a notice to put the address on the structure
11/2/2022		Closed	1423 W 6TH ST	
11/2/2022	Reinspection	In Progress	1302 W 6TH ST	Mailing a notice on filter by curve and put address on the house
11/2/2022		Closed	1419 W 6TH ST	need to post address on the house
11/3/2022	Reinspection	In Progress	1210 W 6TH ST	sending a letter to put the address on the house
11/4/2022		Closed	1107 W BROAD ST	Left notice to put address on the door
11/4/2022		Closed	1202 W Broad	Left notice to put address on the structure
11/4/2022		Closed	1206 W BROAD ST	Left a notice to put address on the structure
11/4/2022		Closed	1207 W BROAD ST	Need to post address on the structure
11/4/2022		Closed	1311 W BROAD ST	Left notice to post address on structure
11/4/2022		Closed	1423 W Broad	no roof and only walls standing
11/4/2022	Reinspection	In Progress	219 W BROAD ST	
11/4/2022		Closed	1222 W 5TH ST	

**Patti Veazey**

Create Date	Current Task	Status	Address 1	V_Summary if Violation
11/4/2022		Closed	1611 W 6TH ST	Left a notice to put address on the structure
11/10/2022		Closed	1130 W 5TH ST	Brush all over back yard left notice to clean up
11/10/2022		In Progress	1218 W 5TH ST	Left notice to put address on the house
11/12/2022		Closed	1130 W 4TH ST	Left notice to post the address on the structure
11/12/2022	Reinspection	In Progress	1227 W 4TH ST	
11/12/2022	Initial Inspection	New	1506 W 7TH ST	
11/12/2022		Closed	623 W 5TH ST	Tagged structure working without a permit
11/12/2022		Closed	1331 W 5TH ST	Need address on the structure
11/12/2022		Closed	1431 W 5TH ST	
11/14/2022		Closed	1310 W 5TH ST	left a notice to post the address on the structure
11/14/2022		Closed	1231 W 4TH ST	
11/14/2022		Closed	1606 W 7TH ST	issued a notice to cut the grass
11/14/2022	Reinspection	In Progress	1514 W 4TH ST	Left a notice to post the address
11/14/2022		Closed	1515 W 4th	Left notice to post address on structure
11/14/2022		Closed	1623 W 4TH ST	Need to post address on structure
11/14/2022		In Progress	1713 W 4th	Left notice to cut the grass
11/14/2022	Reinspection	In Progress	1755 -1757 LYNN LN	Left notice to cut the grass
11/15/2022		Closed	1740-1742 Lynn Ln	construction materials out back putting sheet rock up and other repairs. Talked to the worker told him they need a building permit.
11/17/2022		Closed	1310 W 7TH ST	Brush piled by the street
11/17/2022	Reinspection	In Progress	1614 W 7TH ST	Left a notice to cut the grass
11/17/2022	Action Information	In Progress	1715-1717 W 7TH	two piles stacked in alleyway the trash service will not pick this up has to be out front and bundled and sorted.
11/17/2022		Closed	1747-1749 W 7th	Left notice about parking in the yard
11/17/2022		In Progress	1747-1749 W 7th	Brush in yard need to bundle it left notice
11/17/2022		Closed	1755-1757 Lynn	Left notice to cut grass
11/17/2022	Reinspection	In Progress	1731 Lynn	Pile of brush and pile of debris
11/21/2022		Closed	1204 W 5TH ST	Red ford truck in back yard with flat tires and no tags

**Patti Veazey**

Create Date	Current Task	Status	Address 1	V_Summary # Violation
11/28/2022		Closed	1105 W BROAD ST	Let a door hanger about overgrown grass on the Velasco side
11/28/2022		Closed	1106 W Broad	Overgrown vac lot around 1106 W Broad
11/28/2022		Closed	1106 W 4TH ST	Overgrown yard left a door hanger
11/28/2022	Reinspection	In Progress	1702 W 6th	Need a permit
11/28/2022		Closed	1606 W 6TH ST	Overgrown vac property
11/28/2022		Closed	1714-1716 W 6th	Dropped off a disconnect notice
11/28/2022		Closed	1021 W BROAD ST	Dropped off a disconnect on the water
11/28/2022		Closed	1744 W 4TH ST	Dropped a shut off notice on the water
11/28/2022		Closed	415 E PARK AVE	Dropped of a disconnect notice
11/28/2022		Closed	618 N GULF BLVD	Left a disconnect notice on the water
11/28/2022		Closed	626 W 4TH ST	Left a door hanger on overgrown grass
11/29/2022		Closed	1314 W 8TH ST	Overgrown property send a letter
11/29/2022		Closed	1318 W 8TH ST	Overgrown property . Called the number on the sign to cut the grass
11/29/2022		Closed	1726-1728 W 8TH	

**Robert Cramer**

Create Date	Current Task	Status	Address 1	V_Summary # Violation
11/9/2022		Compliant	827 W 10TH ST	Car parked on the street no registration out 2/22, put a tow away sticker on it.
11/14/2022		Compliant	919 W 11TH ST	Litter and Debris and Trash in yard and on the curb. Broken windows. Need's to be secured
11/15/2022	Reinspection	In Progress	75 OAK	Illegal Sign Corner of Oak and Second Street
11/17/2022	Reinspection	In Progress	724 S AVE B	Litter and Debris all over the premises, Garbage Tires and boats. Dangerous structures. Property very neglected. Have talked to Michael David, about resolving the issue. I Really think he will get this situation taken care of.
11/17/2022		Compliant	1030 W 4TH ST	Limbs in the front yard by the sidewalk
11/18/2022	Reinspection	In Progress	718 W 11TH ST	Truck in driveway is Inoperable and unregistered. And a hot tub is in front of the vehicle.

**Robert Cramer**

Create Date	Current Task	Status	Address 1	V_Summary if Violation
11/18/2022		Compliant	807 W 11TH ST	No house number, loose limbs on the curb
11/18/2022		Compliant	718 W 8TH ST	Tree limbs on curb
11/30/2022	Reinspection	New	1014 W BROAD ST	Litter and Debris in yard
11/30/2022	Reinspection	In Progress	1014 W BROAD ST	Tenants living without power or water
11/30/2022		Closed	1014 W BROAD ST	Tenants living without power or water. Duplicate Complaint.





# Finance, Court & Water Departments

**Title:** Monthly Report for November 30, 2022

**Date:** December 19, 2022

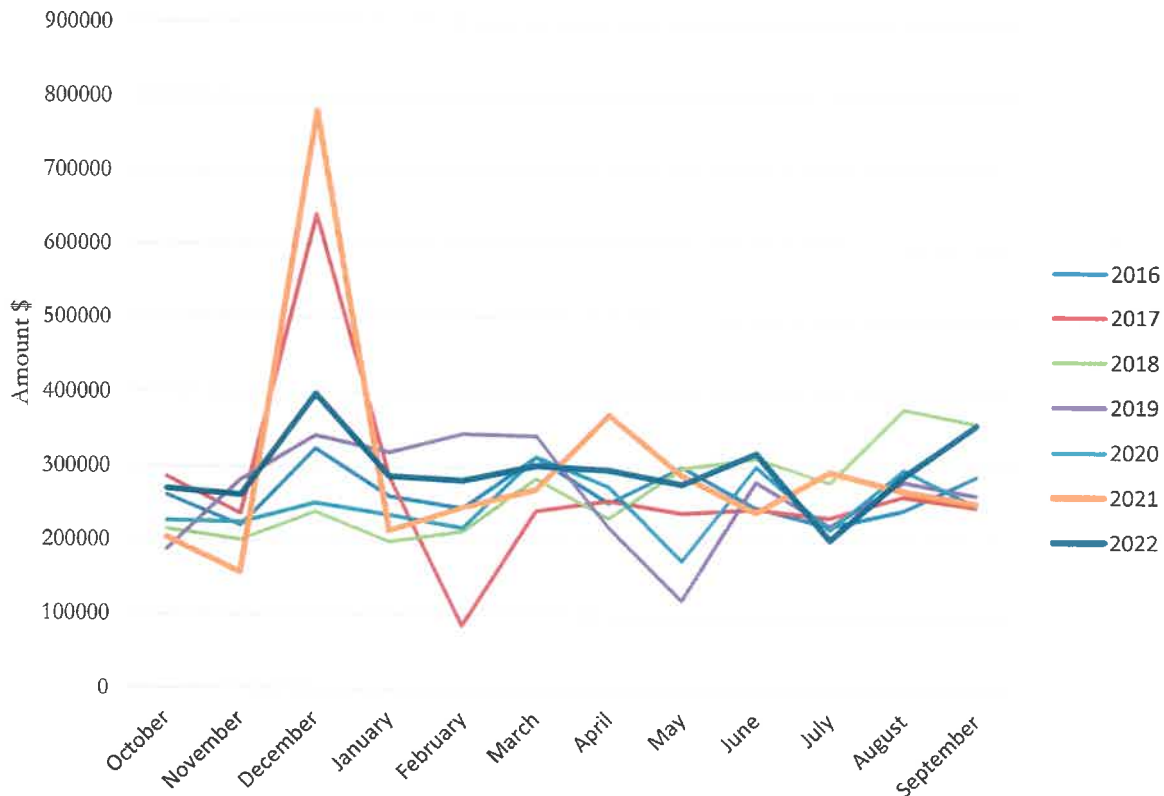
**From:** Cathy Ezell, Finance Director

## Financial Information

### The General Fund:

The revenues collected for the General fund as of November 30, 2022 are \$2,439,403 or 12.28% of the total budgeted revenues. Sales tax revenue is collected two months in arrears. The sales tax collections received are less than last year at this time.

### Comparison of Sales Tax Revenue by Year



The expenditures for the General Fund as of November 30, 2022 are \$2,562,849 or 12.65% of the budgeted expenditures. See the attached Monthly Financial Report for more detail.

The revenues are under the expenditures by \$123,446. The fund balance or reserves of the General Fund as of November 30, 2022 is \$5,789,508. This is 28.57% of the expenditure budget.

## Monthly Report Finance, Court & Water Departments

### **Water & Sewer Fund**

The revenues for the Water & Sewer Fund as of November 30, 2022 are \$669,197 or 9.82% of the budgeted revenues. See the attached Monthly Financial Report for more detail.

The expenditures for the Water & Sewer Fund as of November 30, 2022 are \$552,694 or 8.38% of the budgeted expenditures. See the attached Monthly Financial Report for more detail.

The revenues exceed the expenditures by \$116,502. The fund balance or reserves for the Water & Sewer Fund as of November 30, 2022 is \$292,283. This fund balance is only 4.43% of the operating expenditures.

### *Customer Service Department – Water & Court*

The review of all water records continues. We are reviewing all billing processes and establishing internal policies.

The review of all court records continues. Municipal Court has fully migrated to Incode 10 as of October 31, 2022

### *Other*

We are working with the various departments of the City to include department updates and information as a flyer with the utility bills. There will be an informational flyer included with each bill sent out beginning with the December bills.

**City of Freeport**  
**Monthly Financial Report**  
**As of November 30, 2022**  
**General Fund**

	FY2022 Actuals	Adopted FY2023 Budget	Amended FY2023 Budget	Year to Date Actual	% YTD Budget
Beginning Fund Balance	\$ 6,725,855	\$ 5,564,969	\$ 5,912,954	\$ 5,912,954	
<b>Revenues</b>					
EMS	\$ 566,432	\$ 589,000	\$ 589,000	\$ 98,233	16.68%
Property Taxes	3,093,272	3,355,000	3,355,000	250,242	7.46%
Industrial Taxes	8,171,633	8,679,299	8,679,299	-	0.00%
Sales Tax	2,361,795	2,250,000	2,250,000	-	0.00%
Franchise & Other Taxes	670,520	644,000	644,000	93,156	14.47%
Permits	276,188	196,625	196,625	195,275	99.31%
Charges for Services	851,321	793,700	793,700	132,796	16.73%
Recreation/Rental	121,819	100,500	100,500	5,269	5.24%
Golf	814,284	652,000	652,000	108,932	16.71%
Municipal Court	234,733	208,500	208,500	29,830	14.31%
Grants	1,788,558	2,092,765	2,092,765	1,506,537	71.99%
Lease Income	151,087	125,000	125,000	4,596	3.68%
Miscellaneous	643,223	176,820	176,820	14,536	8.22%
<b>Total Revenues</b>	<b>19,744,865</b>	<b>\$ 19,863,209</b>	<b>\$ 19,863,209</b>	<b>\$ 2,439,403</b>	<b>12.28%</b>
<b>Expenditures</b>					
Administration	\$ 2,110,072	\$ 1,792,676	\$ 1,792,676	\$ 282,398	15.75%
Information Technology	-	229,628	229,628	60,875	26.51%
Service Center	231,715	201,887	201,887	28,225	13.98%
Municipal Court	239,515	231,301	231,301	40,900	17.68%
Police	4,848,093	5,254,992	5,254,992	721,185	13.72%
Fire	1,200,390	1,425,610	1,425,610	190,652	13.37%
EMS	1,020,517	969,552	969,552	153,799	15.86%
Emergency Management	150,986	-	-	-	
Code Enforcement	393,520	479,991	479,991	57,147	11.91%
Building	306,662	308,662	308,662	32,923	10.67%
Garbage Collection	887,107	720,000	720,000	62,751	8.72%
Street & Drainage	1,403,967	1,500,782	1,500,782	211,095	14.07%
Beach Fund Expense	57,529	42,850	42,850	-	0.00%
Historical Museum	345,069	374,526	374,526	28,746	7.68%
Sr Citizens Commission	7,731	7,500	7,500	3,019	40.25%
Library	33,549	41,535	41,535	6,271	15.10%
Parks	1,284,982	1,294,028	1,294,028	162,595	12.57%
Golf	1,190,704	1,235,668	1,235,668	179,532	14.53%
Recreation	492,678	572,840	572,840	42,481	7.42%
Interfund Transfer to	4,502,980	3,729,095	3,729,095	310,758	8.33%
Interfund Transfer from	(150,000)	(150,000)	(150,000)	(12,500)	8.33%
<b>Total Expenditures</b>	<b>20,557,765</b>	<b>\$ 20,263,123</b>	<b>\$ 20,263,123</b>	<b>\$ 2,562,849</b>	<b>12.65%</b>
<b>Revenue Over/(Under)</b>					
<b>Expenditures</b>	<b>\$ (812,901)</b>	<b>\$ (399,914)</b>	<b>\$ (399,914)</b>	<b>\$ (123,446)</b>	
Ending Fund Balance	\$ 5,912,954	\$ 5,165,055	\$ 5,513,040	\$ 5,789,508	

**City of Freeport**  
**Monthly Financial Report**  
**As of November 30, 2022**  
**Water Sewer Fund**

	FY2022 Actuals	Adopted FY2023 Budget	Amended FY2023 Budget	Year to Date Actual	% YTD Budget
Beginning Fund Balance	\$ 50,936	\$ 174,759	\$ 175,780	\$ 175,780	
<b>Revenues</b>					
Interlocal Revenue	\$ 16,086	\$ 4,000	\$ 4,000	\$ (16,086)	-402.16%
Interest	2,408	1,000	1,000	1,076	107.58%
Misc Income	1,749	-	-	46	N/A
Misc Income Return Checks	1,242	1,000	1,000	125	12.50%
Utility Reimbursements	165,400	100,000	100,000	17,962	17.96%
Community Dev Grant	136,229	-	-	-	N/A
Grant - CDBG GLO	622,829	-	-	(463,262)	N/A
FEMA Reimbursement	-	-	-	-	N/A
Cash Over or Short	(40)	-	-	-	N/A
Water Revenue	3,507,519	4,178,200	4,178,200	655,646	15.69%
Water Revenue - Misc	(1,722)	-	-	-	N/A
Sewer Revenue	2,570,285	2,400,000	2,400,000	447,241	18.64%
Sewer Revenue - Misc	20	-	-	-	N/A
Sewer Surcharge	321	-	-	-	N/A
Water Tap Fee	23,752	15,000	15,000	-	0.00%
Sewer Tap Fee	3,040	3,000	3,000	1,429	47.63%
Bad Debt Write-Off	728	1,000	1,000	180	17.96%
Connect & Disconnect Fees	132,499	110,000	110,000	24,840	22.58%
Transfer from General Fund	323,000	-	-	-	N/A
<b>Total Revenues</b>	<b>7,505,346</b>	<b>6,813,200</b>	<b>6,813,200</b>	<b>669,197</b>	<b>9.82%</b>
<b>Expenditures</b>					
Salaries	\$ 98,019	\$ 102,267	\$ 102,267	\$ 9,545	9.33%
Benefits	49,349	40,692	40,692	7,971	19.59%
Supplies	76,241	70,950	70,950	9,718	13.70%
Services	5,814,465	5,848,140	5,848,140	446,204	7.63%
Maintenance	79,029	65,000	65,000	22,893	35.22%
Sundry	16,548	17,800	17,800	18,743	105.30%
Capital Outlay	794,153	-	-	-	N/A
Debt Service Fees	-	-	-	-	N/A
Transfer to Debt Service	302,698	301,450	301,450	25,121	N/A
Transfer to CO2021 Bond Fund	-	-	-	-	N/A
Transfer to General Fund	150,000	150,000	150,000	12,500	N/A
<b>Total Expenditures</b>	<b>7,380,501</b>	<b>6,596,299</b>	<b>6,596,299</b>	<b>552,694</b>	<b>8.38%</b>
<b>Revenue Over/(Under) Expenditures</b>	<b>\$ 124,845</b>	<b>\$ 216,901</b>	<b>\$ 216,901</b>	<b>\$ 116,502</b>	
Ending Fund Balance	\$ 175,780	\$ 391,660	\$ 392,681	\$ 292,283	



***CITY OF FREEPORT MUNICIPAL COURT***

***November 2022 Statistics***

<b>Citations issued</b>	<b>86</b>	
<b>Number of violations issued</b>	<b>105</b>	
<b>Court payments received</b>	<b>\$28,986.03</b>	
<b>Warrants issued</b>	<b>188</b>	<b>\$62,951.59</b>
<b>Total active warrants</b>	<b>55,688</b>	<b>\$1,495,560.25</b>



**CITY OF FREEPORT  
FREEPORT FIRE & EMS DEPARTMENT**

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

Christopher Motley  
Chief / EMC

Mike Praslicka  
Deputy Chief  
EMS Coordinator

Jason Shafer  
Deputy Chief  
Fire Marshal

**Office of the Fire Marshal**

November 2022 Monthly Report.

**Fire/Safety Inspections:**

Address	Inspection Type	Pass/Fail
224 S Ave A	C of O	Fail
320 S Gulf	Above Ceiling	Pass
1024 W Broad Gas Station	C of O New Owner	Pass
1024 W Broad Washeteria	C of O New Owner	Pass
1702 N Brazosport	Underground Fuel	Pass
1811 N Brazosport	C of O	Fail
1811 N Brazosport	C of O	Pass
1701 N Ave K	Annual	Corrections
1103 N Ave H	Annual	Corrections
2105 N Brazosport	Annual	Pass
1001 N Ave J	Knox Entry (Gate)	Corrections
902 N Ave J	Knox Entry (Gate)	Corrections
905 N Ave J	Vehicle Access	Correction
6711 Hwy 332	Knox Entry (Box)	Pass
<b>Total Inspections: 14</b>		

**Plans Review:**

Name or Address	Type of Plan	COMMENTS Y/N
1024 W Broad	Underground Fuel Tanks	Y
<b>Total Reviews: 1</b>		

**Fire Investigations:**

Address	Type of Fire	Disposition
1722 W 5 <sup>th</sup>	Structure	Under Investigation
505 Port Rd	Outside Equipment	Accidental
<b>Total: Investigations: 2</b>		



**CITY OF FREEPORT  
FREEPORT FIRE & EMS DEPARTMENT**

131 East 4<sup>th</sup> Street  
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Phone (979) 233-2111  
Fax (979) 233-4103

Christopher Motley  
Chief / EMC

Mike Praslicka  
Deputy Chief  
EMS Coordinator

Jason Shafer  
Deputy Chief  
Fire Marshal

**Fire Safety Consultation/ Consultation:**

Whom	In Reference to:
Safety Consolation	Stop & Shop
Safety Consultation	3 Sisters Boutique
<b>Total: 2</b>	

**Incident Response:**

Location	Type of Incident	Disposition
5619 Hwy 332	Industrial Fire	Ext.
121 Lake Rd	EMS Response	Assist
505 Port Rd	Fire	Investigation
<b>Total Calls: 3</b>		

**Public Education Events:**

Location	Name of Event	Appx # people
<b>Total:</b>		

**Stop Work Order's/ NOV's/ Fire Marshal's Orders:**

Address	Description	Disposition
<b>Total: 0</b>		

**Training:**

Course Name	Hours
Electric and Hybrid Vehicle Design	3
Lithium-Ion Battery Fires	1



**CITY OF FREEPORT**  
**FREEPORT FIRE & EMS DEPARTMENT**

*131 East 4<sup>th</sup> Street*  
*Freeport, Texas 77541*  
*Phone (979) 233-2111*  
*Fax (979) 233-4103*

Christopher Motley  
Chief / EMC

Mike Praslicka  
Deputy Chief  
EMS Coordinator

Jason Shafer  
Deputy Chief  
Fire Marshal

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**Miscellaneous:**

Several Meetings for Citizen-Serve implementation  
Attended Sr. Staff Meeting  
Attended City Council Meeting





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Christopher Motley  
Chief / EMC

Mike Praslicka  
Deputy Chief  
EMS Coordinator

Micheal Dumas  
Deputy Chief  
Fire Marshal

To: Mr. Kelty, City Manager

From: Christopher D. Motley, Fire Chief

Date: December 19, 2022

Re: November 2022

Response alarms:            Fire -        16  
   EMS -        152  
   Total -      162

Significant Events:            Air Ambulance transport: 1  
   Request mutual aid into the city to cover EMS response: 4 FIRE 0  
   Mutual aid given to other cities to cover EMS response: 1 FIRE 0  
   Two EMS units working calls at the same time: 24  
   Three working EMS alarms: 1  
   Four working EMS alarms: 0  
   Five working EMS alarms: 0  
   Transport rate: 66%

Equipment/Infrastructure:    Fire Station #1 driveway repair: No update from Public Works.

Audit:                                Texas Department of Insurance audit: No Update.

Emergency Management:    Monitoring and reviewing daily COVID-19 BC Health reports.

Winter Storm Declaration the City of Freeport is in recovery phase. Federal Declaration Category B: Protective Measures has been approved. Additional funding has been approved for Administrative

An appeal for additional Cat B reimbursement has been filed. FEMA drafted a response letter (October 12, 2022) has sent our appeal letter to the FEMA field office. Received a letter from FEMA that the request be reviewed and determined by the local field office. No update.

Preparing emergency management response to natural disasters.

Brazosport ISD Mass Casualty plan updating response plans.



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Fire Marshal

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Mitigation Grants: FEMA: S.A.F.E.R. Grant application, was declined on December 8, 2022

FEMA American Firefighter Grant, complete the application and awaiting announcement of award. Project: Brush/Wildland truck: \$125,000.00.

Preparing for FEMA AFG and S.A.F.E.R. grant programs for fall application. Completed agreements for a grant writer.

Personnel:

Staffing:

Fire Fighter Vacancy: Three (Full-time)

Fire Fighter Vacancy: Six (Part-time)

EMS Vacancy: Three (Part-time).

Employee testing 11/3.

Training Employees: EMS Conference, Austin: Three Employees

Injuries: One injury, employee returned to work on their following shift with no restrictions.

Events: Veteran's Parade, Sweeny  
USCG Search & Rescue annual meeting

Prevention: Council Chambers are sanitized by staff prior to each council meeting.

Announcements: None

## Monthly Golf Course Report November2022

November 2022 was the month that broke our winning streak of beating our revenue goals. We had previously beaten our goals 27 months in a row which was by far our longest streak. We ended the month at \$33,384 which was \$15,266 under our goal, but overall still up \$11,276 for the fiscal year. The main reason we missed our goal was due to Mother Nature. We received 7.25" of rain, which is the highest total for a month of November in the last 13 years. We were closed a total of 13 days this month( 9 due to rain, 1 holiday, 3 overseeding project). So with all that said if weather can cooperate, December we start our new run at breaking our previous streak.

Thank you

Brian

**Golf Course Goals vs Actuals 2022-2023**

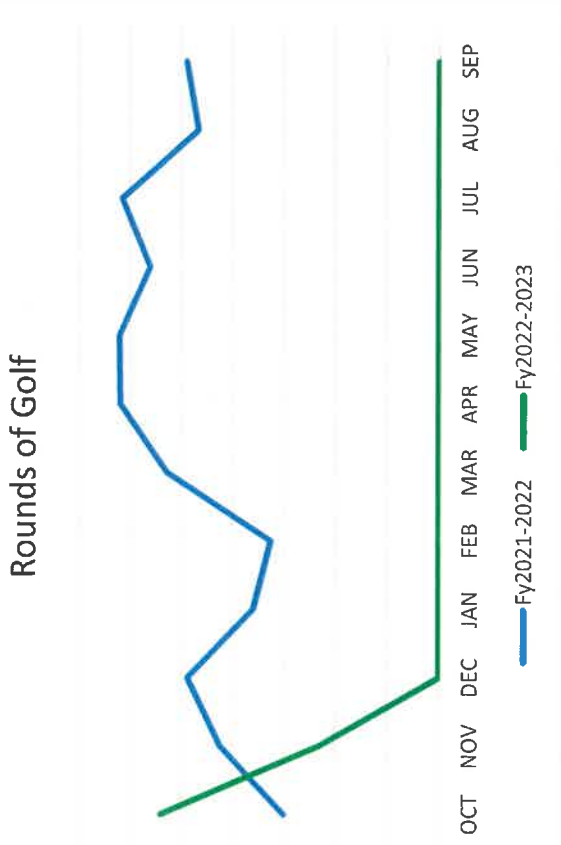
Goal Category	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Totals
Green Fee	14,000	12,000	13,000	10,000	10,000	16,000	18,000	18,000	17,000	16,000	13,000	13,000	170,000
Rec(taxable)	0	0	0	0	0	0	0	0	0	0	0	0	0
Golf Cart	8,000	8,000	6,000	6,000	5,000	7,000	10,000	11,000	11,000	10,000	9,000	9,000	100,000
Merchandise	11,000	11,000	12,000	10,000	10,000	15,000	20,000	19,000	18,000	16,000	13,000	13,000	168,000
Prep Food	550	650	400	500	400	800	1,100	1,200	1,200	750	750	700	9,000
Beer Sales	6,000	7,000	7,000	5,000	3,000	7,000	9,000	9,000	8,000	7,000	6,000	6,000	80,000
Drinks/Chips	2,500	2,000	1,500	1,500	1,500	2,000	3,500	3,500	3,000	3,000	3,000	3,000	30,000
Memberships	8,000	8,000	8,000	8,000	7,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	95,000
<b>Total</b>	<b>\$50,050</b>	<b>\$48,650</b>	<b>\$47,900</b>	<b>\$41,000</b>	<b>\$36,900</b>	<b>\$55,800</b>	<b>\$69,600</b>	<b>\$69,700</b>	<b>\$66,200</b>	<b>\$60,750</b>	<b>\$52,750</b>	<b>\$52,700</b>	<b>\$652,000</b>

Actual Category	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Totals
Green Fee	25,233	8,835											34,068
Rec(taxable)	0	0											
Golf Cart	11,864	5,066											16,930
Merchandise	15,283	6,623											21,906
Prep Food	952	390											1,342
Beer Sales	9,311	3,189											12,500
Drinks/Chips	3,499	1,390											4,889
Memberships	10,450	7,890											18,341
<b>Total</b>	<b>\$76,592</b>	<b>\$33,384</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$109,976</b>

<b>Over/Under</b>	<b>\$26,542</b>	<b>-\$15,266</b>											<b>\$11,276</b>
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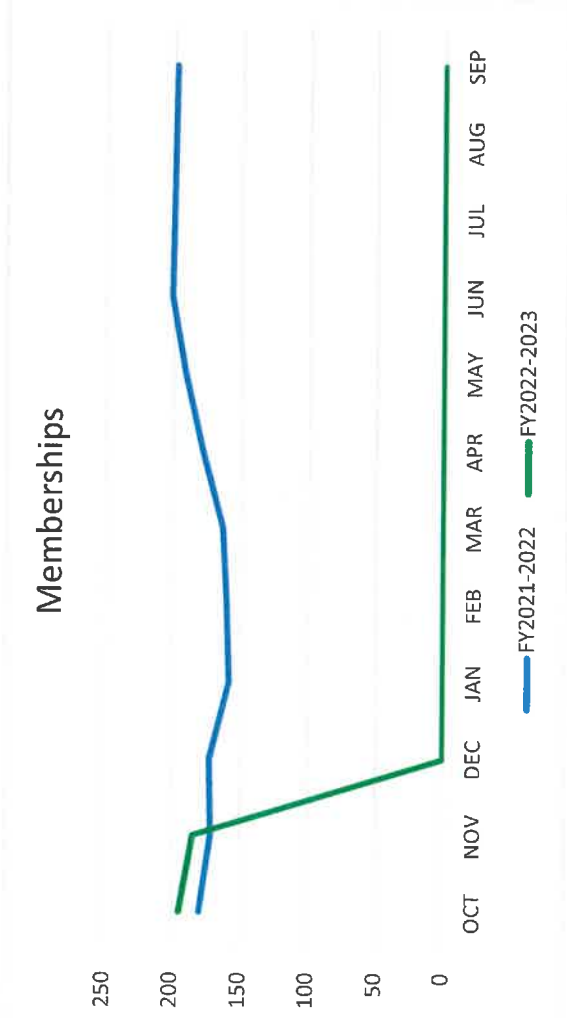
Rounds of Golf

Month	Fy2021-2022	Fy2022-2023
OCT	1489	2692
NOV	2109	1153
DEC	2430	0
JAN	1785	0
FEB	1619	0
MAR	2633	0
APR	3089	0
MAY	3100	0
JUN	2801	0
JUL	3076	0
AUG	2328	0
SEP	2443	0
	28902	0



Memberships

Month	FY2021-2022	FY2022-2023
OCT	179	194
NOV	171	184
DEC	172	0
JAN	158	0
FEB	160	0
MAR	163	0
APR	178	0
MAY	191	0
JUN	201	0
JUL	200	0
AUG	199	0
SEP	198	0



Memberships

Month	FY2021-2022	FY2022-2023
OCT	179	194
NOV	171	184
DEC	172	0
JAN	158	0
FEB	160	0
MAR	163	0
APR	178	0
MAY	191	0
JUN	201	0
JUL	200	0
AUG	199	0
SEP	198	0



Revenue for the fiscal years

	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-2021	2021-2022	2022-2023
October	\$ 47,009.00	\$ 38,020.00	\$ 44,541.00	\$ 42,949.00	\$ 40,175.00	\$ 50,996.00	\$ 41,662.00	\$ 40,670.00	\$ 34,325.00	\$ 35,953.00	\$ 33,172.00	\$ 40,639.00	\$ 27,027.00	\$ 34,039.00	\$ 42,407.50	\$ 62,202.91	\$ 51,147.84	\$ 76,592.04
November	\$ 27,799.00	\$ 33,807.00	\$ 33,020.00	\$ 44,707.00	\$ 39,303.00	\$ 36,034.00	\$ 42,510.00	\$ 44,313.00	\$ 28,636.00	\$ 26,980.00	\$ 19,944.00	\$ 31,995.00	\$ 30,448.00	\$ 23,229.00	\$ 43,338.77	\$ 64,634.00	\$ 56,586.76	\$ 33,383.62
December	\$ 34,148.00	\$ 25,466.00	\$ 37,308.00	\$ 36,530.00	\$ 20,950.00	\$ 35,136.00	\$ 31,312.00	\$ 32,256.00	\$ 29,786.00	\$ 29,645.00	\$ 26,178.00	\$ 24,651.00	\$ 20,856.00	\$ 40,933.00	\$ 48,990.47	\$ 56,927.48	\$ 62,544.32	
January	\$ 36,163.00	\$ 19,599.00	\$ 23,783.00	\$ 40,207.00	\$ 21,224.00	\$ 27,521.00	\$ 49,248.00	\$ 25,563.00	\$ 37,895.00	\$ 20,982.00	\$ 36,242.00	\$ 57,636.00	\$ 30,342.00	\$ 30,229.00	\$ 23,365.55	\$ 56,651.51	\$ 47,116.31	
February	\$ 29,092.00	\$ 31,360.00	\$ 29,207.00	\$ 40,299.00	\$ 16,893.00	\$ 32,118.00	\$ 27,440.00	\$ 36,248.00	\$ 32,762.00	\$ 31,605.00	\$ 30,448.00	\$ 30,449.00	\$ 21,772.00	\$ 26,749.00	\$ 37,454.31	\$41,451.22	\$ 49,126.05	
March	\$ 44,484.00	\$ 50,244.00	\$ 45,181.00	\$ 51,193.00	\$ 52,873.00	\$ 64,305.00	\$ 39,994.00	\$ 58,128.00	\$ 44,011.00	\$ 29,929.00	\$ 34,261.00	\$ 39,413.00	\$ 52,056.00	\$ 52,147.00	\$ 56,303.83	\$ 67,691.37	\$ 69,982.06	
April	\$ 52,898.00	\$ 44,170.00	\$ 54,841.00	\$ 60,003.00	\$ 58,698.00	\$ 57,655.00	\$ 57,697.00	\$ 46,802.00	\$ 51,866.00	\$ 33,553.00	\$ 28,234.00	\$ 58,911.00	\$ 60,713.00	\$ 82,079.00	\$ 13,723.75	\$ 75,786.66	\$ 93,650.43	
May	\$ 49,583.00	\$ 50,784.00	\$ 59,984.00	\$ 65,535.00	\$ 46,083.00	\$ 53,246.00	\$ 57,607.00	\$ 51,940.00	\$ 56,256.00	\$ 48,099.00	\$ 30,164.00	\$ 50,085.00	\$ 57,692.00	\$ 62,730.00	\$ 28,942.99	\$ 58,401.78	\$ 92,185.04	
June	\$ 38,039.00	\$ 52,831.00	\$ 65,674.00	\$ 62,065.00	\$ 59,492.00	\$ 59,357.00	\$ 61,151.00	\$ 55,923.00	\$ 48,913.00	\$ 26,082.00	\$ 8,162.00	\$ 37,417.00	\$ 53,075.00	\$ 58,322.00	\$ 62,154.13	\$ 63,469.78	\$ 80,131.95	
July	\$ 40,396.00	\$ 35,250.00	\$ 58,329.00	\$ 62,141.00	\$ 40,405.00	\$ 52,427.00	\$ 50,465.00	\$ 50,193.00	\$ 44,700.00	\$ 43,387.00	\$ 36,186.00	\$ 37,656.00	\$ 52,448.00	\$ 69,071.00	\$ 50,746.13	\$ 57,641.43	\$ 81,808.90	
August	\$ 40,352.00	\$ 41,420.00	\$ 38,504.00	\$ 63,134.00	\$ 48,395.00	\$ 44,385.00	\$ 45,158.00	\$ 48,075.00	\$ 46,545.00	\$ 43,727.00	\$ 30,306.00	\$ 23,868.00	\$ 58,221.00	\$ 67,005.00	\$ 58,155.52	\$ 57,091.00	\$ 59,695.18	
September	\$ 35,529.00	\$ 37,527.00	\$ 23,756.00	\$ 49,098.00	\$ 41,066.00	\$ 44,276.00	\$ 42,282.00	\$ 34,895.00	\$ 25,984.00	\$ 21,913.00	\$ 26,082.00	\$ 2,160.00	\$ 15,674.00	\$ 38,567.00	\$ 57,786.23	\$ 45,708.61	\$ 68,991.57	
Total	\$ 477,492.00	\$ 460,478.00	\$ 514,128.00	\$ 617,861.00	\$ 485,557.00	\$ 557,456.00	\$ 546,766.00	\$ 525,006.00	\$ 481,682.00	\$ 392,155.00	\$ 339,379.00	\$ 434,860.00	\$ 480,324.00	\$ 585,100.00	\$ 523,369.18	\$ 707,657.75	\$ 812,966.41	\$ 109,975.66





# Human Resources Monthly Report

Date: December 7, 2022

HR TEAM: Donna Fisher

## HR Services Team Priorities and Results for November 2022:

- **Welcomes and Well-wishes:**
  - **We are excited to welcome:**
    - **Christina Edwards – Part-time EMT – Fire Department**
    - **Robert Johnson – Economic Development Director**
    - **Michel Rodriguez – Animal Control Officer – Police Department**
    - **Ana Silbas – Main Street Coordinator**
    - **Dean Verbick – Part-time Range Attendant – Golf Course**
- **Training/Coaching/Performance Improvement:**
  - **Performance Issues Addressed:** We had zero (0) employee terminations for performance this month.
- **Employee Turnover/Recruiting/Hiring Progress:**
  - **Employee Turnover:** We had two (2) employee separations in November. One employee from the Fire Department and one from the Police Department.
  - **Internal Transfers/Promotions:** Johnnie Kaye Ramsey was promoted to Court Supervisor and Haley Wall was promoted to Utility Billing Supervisor.
  - **Recruiting:** Active recruiting searches include:
    - Part-time EMT
    - Firefighter/EMT – Full and Part Time
    - Maintenance Technician – Streets/Drainage
    - Part-time Crossing Guard
    - Police Officer
    - Part-time Recreation Attendant – Recreation Center
    - Customer Service Clerk
    - Telecommunications Officer (Dispatcher)
  - **Recruiting Sources** include: City website, The Facts Online, Texas Municipal League, Strategic Government Resources, Workforce Solutions, Industry-specific organizations, Community College programs for maintenance and Police, social media, and networking.
- **Risk Management and Insurance Updates:**
  - **Unemployment Claims:** We had zero (0) unemployment appeals during the month of November. We have won one (1) unemployment appeal cases this calendar year (Jan.- December). The City's account will not be charged for this unemployment claim.

- **Workers Compensation Claims:** We had three (3) active Workers Comp. claims in November.
- **Family & Medical Leave Cases (FMLA)-** We had two (2) active FMLA cases in November.
- **Employee Benefits:** We are continuing to look at options for a wellness event for employees.
- **Training/Development:** We did not participate in any trainings in November.

### Priorities for December:

- **Employee Benefits** – Continue working on wellness event
- **Payroll Conversion** – We are now “live” with Incode 10 and have processed 2 payrolls on the new system. A pilot of the new timekeeping system, Executime, will occur in January
- **Workers Compensation** – Work with auditor to complete Workers Comp audit

# Information Technology Monthly Report

- Fully Deployed Helpdesk For city wide use which will bring additional reports starting December 2022
- Upgrade-in-place for many aging city-wide equipment while inventorying assets to identify a clear replacement schedule for workstations.
- Security hardening at-risk employees e-mail accounts with 2 factor authentication.
- Acquired new TV's for Council chambers.

## Upcoming Projects:

- Improved HR and Cybersecurity Training to meet Texas Government Code 2054.519 needs
- Additional Security Training and HR training to all city employees.
- Develop new digital medium for council members meetings
- Redesign of Council Recording and broadcasting meetings.
- Renegotiate City wide Copiers under 1 reduced cost more manageable contract.
- Secure Wireless Traffic with RADIUS and expand wireless encryption and authentication to all city facilities.
- New City ID badge system for in-house management
- Improve City Backup management and emergency planning
- Upgrade Rec Center Door to badge Access



# FREEPORT POLICE DEPARTMENT

430 N. Brazosport Blvd • Freeport, TX 77541 • 979.239.1211 • Fax 979.239.2075

*Danny Gilchrist*  
Captain

*Jennifer Howell*  
Chief of Police

*Corey Brinkman*  
Lieutenant

## NOVEMBER POLICE REPORT

### I. CALLS FOR SERVICE

1416 calls for service were reported for the month.  
Zuercher Records Management System (RMS) reports to follow.

### II. INCIDENTS

106 cases were reported for the month.  
Zuercher Records Management System (RMS) reports to follow.

### III. TRAFFIC STOPS

273 traffic stops were reported for the month.  
Zuercher Records Management System (RMS) reports to follow.

### IV. TRAINING

Training performed in accordance with the Texas Commission on Law Enforcement (TCOLE).

- All PD employees completed a training on Implicit Bias, Social Justice and Stereotypes.
- 2 police officer attended Crisis Intervention Training (CIT)

### V. COMMUNITY EVENTS

The police department participated in the following events in the month of November:

- November 11<sup>th</sup> Veteran's Day Parade
- November 19<sup>th</sup> Festival of Lights was cancelled

The police department has the following upcoming events for December and January:

- December 1<sup>st</sup> Holiday on the Brazos
- December 3<sup>rd</sup> Breakfast with Blue Santa
- December 13<sup>th</sup> – 18<sup>th</sup> Blue Santa Store
- December 14<sup>th</sup> Blue Santa appearance with FD
- December 15<sup>th</sup> Blue Santa appearance with FD
- MLK Celebration Grand Parade and Festival

### VI. COMPLAINTS

One complaint was received on staff for the month. Investigation of incident determined arresting agency was BISD PD.



*To Protect, Serve, Model Integrity and Demonstrate Professionalism*

**VII. STAFFING**

**DISPATCHERS:**

No new hires. Interviews performed. Backgrounds being completed at this time.  
Currently short 1 full time position

**ANIMAL CONTROL OFFICER:**

We have 1 new ACO that started November 29<sup>th</sup>, Michel Rodriguez.

**POLICE OFFICER:**

We have 1 new officer who started on December 7<sup>th</sup>, Michael Rodriguez. We have 2 conditional job offers extended. One is scheduled to start December 19<sup>th</sup> and one December 21<sup>st</sup>. Backgrounds are being conducted on 1 additional applicant.  
Currently short 2 full time positions.

# Freeport Police Department

Monthly Call For Service CC

Printed on December 10, 2022

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Description	Totals	
911 CALL	67	67
911 HANG UP	30	30
ABANDONED VEHICLE	5	5
ACCIDENT - HIT & RUN	6	6
ACCIDENT - MAJOR	6	6
ACCIDENT - MINOR	18	18
ALARM - BUSINESS	14	14
ALARM - RESIDENTIAL	2	2
AMBULANCE CALL - FREEPORT	132	132
AMBULANCE CALL - OYSTER CREEK	8	8
AMBULANCE CALL - SURFSIDE	14	14
ANIMAL BITE	1	1
ANIMAL CONTROL - GENERAL	102	102
ANIMAL CONTROL - PENDING	2	2
ASSAULT	4	4
ATTEMPT TO SERVE - WARRANT	4	4
BAR CHECK	11	11
BEACH PATROL	2	2
BROADCAST	2	2
BURGLARY - BUILDING	1	1
BURGLARY - HABITATION	6	6
CIVIL MATTER	9	9
CIVIL STANDBY	5	5
CLERK CHECK	28	28
CLOSE PATROLLING AREA	118	118
CLOSE PATROL REQUEST	6	6
COMMERCIAL VEHICLE ENFORCEMENT	1	1
COURTESY TRANSPORT	9	9
CPS RELATED INVESTIGATION	9	9
CREDIT/DEBIT CARD ABUSE	3	3
CRIMINAL MISCHIEF	5	5
CRIMINAL TRESPASSING	1	1
DEBRIS IN ROADWAY	2	2
DISCHARGE FIREARM	1	1
DISTURBANCE PHYSICAL	18	18
DISTURBANCE VERBAL	11	11
DISTURBANCE WEAPONS	1	1
DUMPING ILLEGALLY	1	1
FIRE - ALARM	3	3
FIRE CALL	8	8
FLAGGED DOWN	2	2
FOLLOW UP	30	30

# Freeport Police Department

Monthly Incidents CC

Printed on December 10, 2022

Reported	Case Number	Offenses	Description
11/01/22	FPD22-1531	THEFT PROP >=\$100<\$750	THEFT
11/01/22	FPD22-1532	FRAUD - GENERAL	CREDIT/DEBIT CARD ABUSE
11/01/22	FPD22-1533	PUBLIC INTOXICATION	PUBLIC INTOXICATION
11/01/22	FPD22-1534	INCIDENT REPORT	SPEAK WITH OFFICER
11/02/22	FPD22-1539		REPORT DROPPED IN ERROR
11/02/22	FPD22-1535	OTHER JURISDICTION WARRANT;	WARRANT MUNICIPAL
11/02/22	FPD22-1536	OTHER JURISDICTION WARRANT	REPORT DROPPED IN ERROR
11/02/22	FPD22-1537	BURGLARY OF HABITATION	BURGLARY - HABITATION
11/03/22	FPD22-1538	EVADING ARREST DET W/PREV	ATTEMPT TO SERVE - WARRANT
11/03/22	FPD22-1540		ANIMAL CONTROL - GENERAL
11/03/22	FPD22-1548	THEFT PROP >=\$750<\$2,500	THEFT
11/03/22	FPD22-1541	CAPIAS WARRANT	PRISONER TRANSPORT
11/03/22	FPD22-1542	ASSAULT CAUSES minor or no injury	ASSAULT
11/03/22	FPD22-1543	ASSAULT CAUSES minor or no injury	DISTURBANCE PHYSICAL
11/04/22	FPD22-1544	INCIDENT REPORT	OTHER AGENCY ASSIST
11/05/22	FPD22-1545	SPEEDING; POSSESSION OF DRUG	TRAFFIC STOP
11/05/22	FPD22-1546	OTHER JURISDICTION WARRANT	TRAFFIC STOP
11/06/22	FPD22-1547	DUTY ON STRIKING FIXTURE/HWY	ACCIDENT - HIT & RUN
11/07/22	FPD22-1550		REPORT DROPPED IN ERROR
11/07/22	FPD22-1549	ALLOWING DOG TO RUN AT	ANIMAL BITE
11/08/22	FPD22-1551	RESIST ARREST SEARCH OR	SUBJECT CONTACT
11/08/22	FPD22-1552	CREDIT CARD OR DEBIT CARD	CREDIT/DEBIT CARD ABUSE
11/08/22	FPD22-1553	INCIDENT REPORT	ACCIDENT - MAJOR
11/09/22	FPD22-1554	PUBLIC INTOXICATION	SUSPICIOUS CIRCUMSTANCE
11/09/22	FPD22-1555	BURGLARY OF HABITATION	BURGLARY - HABITATION
11/10/22	FPD22-1556	INCIDENT REPORT	HOSPICE DEATH
11/10/22	FPD22-1557	CRIMINAL MISCHIEF >=\$100<\$750;	DISTURBANCE PHYSICAL
11/11/22	FPD22-1563	CRIMINAL TRESPASS	CRIMINAL TRESPASSING
11/11/22	FPD22-1558	MINOR IN POSSESSION OF	MINOR IN POSSESSION
11/11/22	FPD22-1559	INCIDENT REPORT	SUBJECT CONTACT
11/11/22	FPD22-1560	INCIDENT REPORT	FOUND PROPERTY
11/11/22	FPD22-1561	OTHER JURISDICTION WARRANT	UNWANTED SUBJECT
11/11/22	FPD22-1562	DRIVING WHILE INTOXICATED 2ND;	DISTURBANCE PHYSICAL
11/12/22	FPD22-1565	POSSESSION OF DRUG	TRAFFIC STOP
11/12/22	FPD22-1564	PUBLIC INTOXICATION	SUBJECT CONTACT
11/13/22	FPD22-1566	INCIDENT REPORT	MENTAL HEALTH CALL/REFERAL
11/13/22	FPD22-1567	SEXUAL ASSAULT - rape	SEXUAL OFFENSE
11/13/22	FPD22-1568	OTHER JURISDICTION WARRANT	SUBJECT CONTACT
11/13/22	FPD22-1569	BURGLARY OF HABITATION	SPEAK WITH OFFICER
11/13/22	FPD22-1570	ALLOWING DOG TO RUN AT	ANIMAL CONTROL - GENERAL
11/13/22	FPD22-1571	THEFT PROP >=\$100<\$750	THEFT
11/13/22	FPD22-1572	PUBLIC INTOXICATION	SUSPICIOUS SUBJECT
11/14/22	FPD22-1573	INCIDENT REPORT	MENTAL HEALTH CALL/REFERAL

Reported	Case Number	Offenses	Description
11/14/22	FPD22-1574	CITY WARRANT	PRISONER TRANSPORT
11/14/22	FPD22-1575	CRIMINAL TRESPASS	CRIMINAL TRESPASSING
11/14/22	FPD22-1576	CREDIT CARD OR DEBIT CARD	CREDIT/DEBIT CARD ABUSE
11/15/22	FPD22-1577	BURGLARY OF VEHICLE - theft from	BURGLARY - MOTOR VEHICLE
11/16/22	FPD22-1578	ACCIDENT INVOLVING DAMAGE TO	ACCIDENT - HIT & RUN
11/16/22	FPD22-1579	PUBLIC INTOXICATION	SUSPICIOUS SUBJECT
11/16/22	FPD22-1580	CRIMINAL TRESPASS	UNWANTED SUBJECT
11/16/22	FPD22-1581	INCIDENT REPORT	RUNAWAY
11/17/22	FPD22-1582	POSSESSION OF DRUG	TRAFFIC STOP
11/17/22	FPD22-1583	INDECENCY W/CHILD SEXUAL	SEXUAL OFFENSE
11/17/22	FPD22-1585	CAPIAS WARRANT	PRISONER TRANSPORT
11/17/22	FPD22-1584	INCIDENT REPORT	SUSPICIOUS CIRCUMSTANCE
11/17/22	FPD22-1586	FRAUD - GENERAL	FRAUD
11/18/22	FPD22-1587	THEFT PROP >=\$100<\$750	THEFT
11/18/22	FPD22-1588		REPORT DROPPED IN ERROR
11/18/22	FPD22-1589	PROH SUBSTANCE/ITEM IN	DISTURBANCE PHYSICAL
11/18/22	FPD22-1590	ASSAULT CAUSES BODILY INJURY	DISTURBANCE PHYSICAL
11/19/22	FPD22-1591	DUTY ON STRIKING FIXTURE/HWY	CRIMINAL MISCHIEF
11/19/22	FPD22-1592	UNAUTH USE OF VEHICLE	UNAUTH USE OF A VEHICLE
11/19/22	FPD22-1593	CRIMINAL MISCHIEF >=\$100<\$750	CRIMINAL MISCHIEF
11/20/22	FPD22-1594	PUBLIC INTOXICATION	SUBJECT CONTACT
11/20/22	FPD22-1595	ASSAULT CAUSES minor or no injury	ASSAULT
11/20/22	FPD22-1596	ASSAULT BY PHYSICAL CONTACT	UNWANTED SUBJECT
11/21/22	FPD22-1597	INCIDENT REPORT	RUNAWAY
11/21/22	FPD22-1598	CITY WARRANT	ATTEMPT TO SERVE - WARRANT
11/21/22	FPD22-1599	DEATH INVESTIGATION	DEATH INVESTIGATION
11/22/22	FPD22-1600	BURGLARY OF HABITATION	BURGLARY - HABITATION
11/22/22	FPD22-1601	INCIDENT REPORT	MENTAL HEALTH CALL/REFERAL
11/22/22	FPD22-1602	INCIDENT REPORT	FOUND PROPERTY
11/22/22	FPD22-1603	INCIDENT REPORT	CAPIAS PRO FINE
11/23/22	FPD22-1604		REPORT DROPPED IN ERROR
11/23/22	FPD22-1605	ASSAULT BY PHYSICAL CONTACT	DISTURBANCE PHYSICAL
11/23/22	FPD22-1606	ACCIDENT INVOLVING DAMAGE TO	ACCIDENT - HIT & RUN
11/23/22	FPD22-1607	INCIDENT REPORT	911 CALL
11/23/22	FPD22-1608	CRIMINAL MISCHIEF >=\$100<\$750	SPEAK WITH OFFICER
11/24/22	FPD22-1609	PUBLIC INTOXICATION	SUSPICIOUS VEHICLE
11/24/22	FPD22-1610	BURGLARY OF HABITATION	BURGLARY - HABITATION
11/25/22	FPD22-1611	ASSAULT CAUSES BODILY INJURY	ASSAULT
11/25/22	FPD22-1612	INCIDENT REPORT	RUNAWAY
11/25/22	FPD22-1613	CRIMINAL MISCHIEF >=\$100<\$750	SUSPICIOUS CIRCUMSTANCE
11/25/22	FPD22-1615	INCIDENT REPORT	FOUND PROPERTY
11/25/22	FPD22-1614	EVADING ARREST DETENTION;	SUBJECT CONTACT
11/25/22	FPD22-1616	RESIST ARREST SEARCH OR	UNWANTED SUBJECT
11/26/22	FPD22-1617	ASSAULT CAUSES BODILY INJURY	ASSAULT
11/26/22	FPD22-1618	DISPLAY EXPIRED REGISTRATION;	TRAFFIC STOP
11/26/22	FPD22-1619	CITY WARRANT	TRAFFIC STOP
11/26/22	FPD22-1620	POSS CS PG 1/1-B <1G	TRAFFIC STOP



Reported	Case Number	Offenses	Description
11/26/22	FPD22-1621	OTHER JURISDICTION WARRANT	TRAFFIC STOP
11/27/22	FPD22-1622	DRIVING WHILE INTOXICATED	TRAFFIC STOP
11/27/22	FPD22-1623	POSS CS PG 1/1-B <1G	SUSPICIOUS VEHICLE
11/27/22	FPD22-1624	PUBLIC INTOXICATION	SUBJECT CONTACT
11/27/22	FPD22-1625	DRIVING WHILE INTOXICATED	TRAFFIC STOP
11/27/22	FPD22-1626	EVADING ARREST DET W/VEH;	TRAFFIC STOP
11/27/22	FPD22-1627	INCIDENT REPORT	DISTURBANCE VERBAL
11/27/22	FPD22-1628	DUTY ON STRIKING UNATTENDED	ACCIDENT - HIT & RUN
11/28/22	FPD22-1629	CRIMINAL MISCHIEF >=\$750<\$2,500	CRIMINAL MISCHIEF
11/28/22	FPD22-1630	ILLEGAL DUMPING	SPEAK WITH OFFICER
11/28/22	FPD22-1631	CREDIT CARD OR DEBIT CARD	SPEAK WITH OFFICER
11/28/22	FPD22-1632	INCIDENT REPORT	FOUND PROPERTY
11/30/22	FPD22-1633	OTHER JURISDICTION WARRANT	TRAFFIC STOP
11/30/22	FPD22-1634	THEFT PROP >=\$100<\$750; AGG	THEFT
11/30/22	FPD22-1635	FRAUD USE/POSS IDENTIFYING	FRAUD
11/30/22	FPD22-1636	FRAUD - GENERAL	FRAUD

**Total Records: 106**

# Freeport Police Department

Monthly Incidents CC

Printed on December 10, 2022

Reported	Case Number	Offenses	Description
11/01/22	FPD22-1531	THEFT PROP >=\$100<\$750	THEFT
11/01/22	FPD22-1532	FRAUD - GENERAL	CREDIT/DEBIT CARD ABUSE
11/01/22	FPD22-1533	PUBLIC INTOXICATION	PUBLIC INTOXICATION
11/01/22	FPD22-1534	INCIDENT REPORT	SPEAK WITH OFFICER
11/02/22	FPD22-1539		REPORT DROPPED IN ERROR
11/02/22	FPD22-1535	OTHER JURISDICTION WARRANT;	WARRANT MUNICIPAL
11/02/22	FPD22-1536	OTHER JURISDICTION WARRANT	REPORT DROPPED IN ERROR
11/02/22	FPD22-1537	BURGLARY OF HABITATION	BURGLARY - HABITATION
11/03/22	FPD22-1538	EVADING ARREST DET W/PREV	ATTEMPT TO SERVE - WARRANT
11/03/22	FPD22-1540		ANIMAL CONTROL - GENERAL
11/03/22	FPD22-1548	THEFT PROP >=\$750<\$2,500	THEFT
11/03/22	FPD22-1541	CAPIAS WARRANT	PRISONER TRANSPORT
11/03/22	FPD22-1542	ASSAULT CAUSES minor or no injury	ASSAULT
11/03/22	FPD22-1543	ASSAULT CAUSES minor or no injury	DISTURBANCE PHYSICAL
11/04/22	FPD22-1544	INCIDENT REPORT	OTHER AGENCY ASSIST
11/05/22	FPD22-1545	SPEEDING; POSSESSION OF DRUG	TRAFFIC STOP
11/05/22	FPD22-1546	OTHER JURISDICTION WARRANT	TRAFFIC STOP
11/06/22	FPD22-1547	DUTY ON STRIKING FIXTURE/HWY	ACCIDENT - HIT & RUN
11/07/22	FPD22-1550		REPORT DROPPED IN ERROR
11/07/22	FPD22-1549	ALLOWING DOG TO RUN AT	ANIMAL BITE
11/08/22	FPD22-1551	RESIST ARREST SEARCH OR	SUBJECT CONTACT
11/08/22	FPD22-1552	CREDIT CARD OR DEBIT CARD	CREDIT/DEBIT CARD ABUSE
11/08/22	FPD22-1553	INCIDENT REPORT	ACCIDENT - MAJOR
11/09/22	FPD22-1554	PUBLIC INTOXICATION	SUSPICIOUS CIRCUMSTANCE
11/09/22	FPD22-1555	BURGLARY OF HABITATION	BURGLARY - HABITATION
11/10/22	FPD22-1556	INCIDENT REPORT	HOSPICE DEATH
11/10/22	FPD22-1557	CRIMINAL MISCHIEF >=\$100<\$750;	DISTURBANCE PHYSICAL
11/11/22	FPD22-1563	CRIMINAL TRESPASS	CRIMINAL TRESPASSING
11/11/22	FPD22-1558	MINOR IN POSSESSION OF	MINOR IN POSSESSION
11/11/22	FPD22-1559	INCIDENT REPORT	SUBJECT CONTACT
11/11/22	FPD22-1560	INCIDENT REPORT	FOUND PROPERTY
11/11/22	FPD22-1561	OTHER JURISDICTION WARRANT	UNWANTED SUBJECT
11/11/22	FPD22-1562	DRIVING WHILE INTOXICATED 2ND;	DISTURBANCE PHYSICAL
11/12/22	FPD22-1565	POSSESSION OF DRUG	TRAFFIC STOP
11/12/22	FPD22-1564	PUBLIC INTOXICATION	SUBJECT CONTACT
11/13/22	FPD22-1566	INCIDENT REPORT	MENTAL HEALTH CALL/REFERAL
11/13/22	FPD22-1567	SEXUAL ASSAULT - rape	SEXUAL OFFENSE
11/13/22	FPD22-1568	OTHER JURISDICTION WARRANT	SUBJECT CONTACT
11/13/22	FPD22-1569	BURGLARY OF HABITATION	SPEAK WITH OFFICER
11/13/22	FPD22-1570	ALLOWING DOG TO RUN AT	ANIMAL CONTROL - GENERAL
11/13/22	FPD22-1571	THEFT PROP >=\$100<\$750	THEFT
11/13/22	FPD22-1572	PUBLIC INTOXICATION	SUSPICIOUS SUBJECT
11/14/22	FPD22-1573	INCIDENT REPORT	MENTAL HEALTH CALL/REFERAL

Reported	Case Number	Offenses	Description
11/14/22	FPD22-1574	CITY WARRANT	PRISONER TRANSPORT
11/14/22	FPD22-1575	CRIMINAL TRESPASS	CRIMINAL TRESPASSING
11/14/22	FPD22-1576	CREDIT CARD OR DEBIT CARD	CREDIT/DEBIT CARD ABUSE
11/15/22	FPD22-1577	BURGLARY OF VEHICLE - theft from	BURGLARY - MOTOR VEHICLE
11/16/22	FPD22-1578	ACCIDENT INVOLVING DAMAGE TO	ACCIDENT - HIT & RUN
11/16/22	FPD22-1579	PUBLIC INTOXICATION	SUSPICIOUS SUBJECT
11/16/22	FPD22-1580	CRIMINAL TRESPASS	UNWANTED SUBJECT
11/16/22	FPD22-1581	INCIDENT REPORT	RUNAWAY
11/17/22	FPD22-1582	POSSESSION OF DRUG	TRAFFIC STOP
11/17/22	FPD22-1583	INDECENCY W/CHILD SEXUAL	SEXUAL OFFENSE
11/17/22	FPD22-1585	CAPIAS WARRANT	PRISONER TRANSPORT
11/17/22	FPD22-1584	INCIDENT REPORT	SUSPICIOUS CIRCUMSTANCE
11/17/22	FPD22-1586	FRAUD - GENERAL	FRAUD
11/18/22	FPD22-1587	THEFT PROP >=\$100<\$750	THEFT
11/18/22	FPD22-1588		REPORT DROPPED IN ERROR
11/18/22	FPD22-1589	PROH SUBSTANCE/ITEM IN	DISTURBANCE PHYSICAL
11/18/22	FPD22-1590	ASSAULT CAUSES BODILY INJURY	DISTURBANCE PHYSICAL
11/19/22	FPD22-1591	DUTY ON STRIKING FIXTURE/HWY	CRIMINAL MISCHIEF
11/19/22	FPD22-1592	UNAUTH USE OF VEHICLE	UNAUTH USE OF A VEHICLE
11/19/22	FPD22-1593	CRIMINAL MISCHIEF >=\$100<\$750	CRIMINAL MISCHIEF
11/20/22	FPD22-1594	PUBLIC INTOXICATION	SUBJECT CONTACT
11/20/22	FPD22-1595	ASSAULT CAUSES minor or no injury	ASSAULT
11/20/22	FPD22-1596	ASSAULT BY PHYSICAL CONTACT	UNWANTED SUBJECT
11/21/22	FPD22-1597	INCIDENT REPORT	RUNAWAY
11/21/22	FPD22-1598	CITY WARRANT	ATTEMPT TO SERVE - WARRANT
11/21/22	FPD22-1599	DEATH INVESTIGATION	DEATH INVESTIGATION
11/22/22	FPD22-1600	BURGLARY OF HABITATION	BURGLARY - HABITATION
11/22/22	FPD22-1601	INCIDENT REPORT	MENTAL HEALTH CALL/REFERAL
11/22/22	FPD22-1602	INCIDENT REPORT	FOUND PROPERTY
11/22/22	FPD22-1603	INCIDENT REPORT	CAPIAS PRO FINE
11/23/22	FPD22-1604		REPORT DROPPED IN ERROR
11/23/22	FPD22-1605	ASSAULT BY PHYSICAL CONTACT	DISTURBANCE PHYSICAL
11/23/22	FPD22-1606	ACCIDENT INVOLVING DAMAGE TO	ACCIDENT - HIT & RUN
11/23/22	FPD22-1607	INCIDENT REPORT	911 CALL
11/23/22	FPD22-1608	CRIMINAL MISCHIEF >=\$100<\$750	SPEAK WITH OFFICER
11/24/22	FPD22-1609	PUBLIC INTOXICATION	SUSPICIOUS VEHICLE
11/24/22	FPD22-1610	BURGLARY OF HABITATION	BURGLARY - HABITATION
11/25/22	FPD22-1611	ASSAULT CAUSES BODILY INJURY	ASSAULT
11/25/22	FPD22-1612	INCIDENT REPORT	RUNAWAY
11/25/22	FPD22-1613	CRIMINAL MISCHIEF >=\$100<\$750	SUSPICIOUS CIRCUMSTANCE
11/25/22	FPD22-1615	INCIDENT REPORT	FOUND PROPERTY
11/25/22	FPD22-1614	EVADING ARREST DETENTION;	SUBJECT CONTACT
11/25/22	FPD22-1616	RESIST ARREST SEARCH OR	UNWANTED SUBJECT
11/26/22	FPD22-1617	ASSAULT CAUSES BODILY INJURY	ASSAULT
11/26/22	FPD22-1618	DISPLAY EXPIRED REGISTRATION;	TRAFFIC STOP
11/26/22	FPD22-1619	CITY WARRANT	TRAFFIC STOP
11/26/22	FPD22-1620	POSS CS PG 1/1-B <1G	TRAFFIC STOP

Reported	Case Number	Offenses	Description
11/26/22	FPD22-1621	OTHER JURISDICTION WARRANT	TRAFFIC STOP
11/27/22	FPD22-1622	DRIVING WHILE INTOXICATED	TRAFFIC STOP
11/27/22	FPD22-1623	POSS CS PG 1/1-B <1G	SUSPICIOUS VEHICLE
11/27/22	FPD22-1624	PUBLIC INTOXICATION	SUBJECT CONTACT
11/27/22	FPD22-1625	DRIVING WHILE INTOXICATED	TRAFFIC STOP
11/27/22	FPD22-1626	EVADING ARREST DET W/VEH;	TRAFFIC STOP
11/27/22	FPD22-1627	INCIDENT REPORT	DISTURBANCE VERBAL
11/27/22	FPD22-1628	DUTY ON STRIKING UNATTENDED	ACCIDENT - HIT & RUN
11/28/22	FPD22-1629	CRIMINAL MISCHIEF >=\$750<\$2,500	CRIMINAL MISCHIEF
11/28/22	FPD22-1630	ILLEGAL DUMPING	SPEAK WITH OFFICER
11/28/22	FPD22-1631	CREDIT CARD OR DEBIT CARD	SPEAK WITH OFFICER
11/28/22	FPD22-1632	INCIDENT REPORT	FOUND PROPERTY
11/30/22	FPD22-1633	OTHER JURISDICTION WARRANT	TRAFFIC STOP
11/30/22	FPD22-1634	THEFT PROP >=\$100<\$750; AGG	THEFT
11/30/22	FPD22-1635	FRAUD USE/POSS IDENTIFYING	FRAUD
11/30/22	FPD22-1636	FRAUD - GENERAL	FRAUD

**Total Records: 106**

# Freeport Police Department

Monthly Traffic Stops CC

Printed on December 10, 2022

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Descriptions	Totals	
Advice Given	4	4
Arrest	14	14
Arrest; Citation Issued	2	2
Arrest; Vehicle Towed	5	5
Citation Issued	75	75
CVE - No Violation	7	7
Handled By Officer / Deputy	3	3
Vehicle Towed	2	2
Verbal Warning Issued	1	1
Written Warning Issued	157	157
Written Warning Issued; Information Recieved	3	3
<b>Totals</b>	<b>273</b>	<b>273</b>

## Property & Monthly Report November 2022

### Property:

- Lien Calculations/Payoff Preparations/Releases – Collected: \$ 0.00
- Brazoria County Tax Office – Tax Certificates (5)
- Brazoria County Clerk – File Liens (19) & Replats (4)
- Appraisal District – Acreage Discrepancies
- Annual Stormwater Reporting – Data collection

### Information Technology:

- Update website
- Update social media

### GIS:

- Update ownership data
- Water/Sewer Mapping
- 200' Replat maps with ownership
- 911 Address Range Verifications
- New Address Assignments
- Departmental Data Information Requests
- Delinquent Taxes

### Projects:

- Surplus Auction 100%
  - Sold almost \$80,000 in auction
  - Items still to be removed – working with buyer

DPW  
Monthly Report  
December 2022



**DPW**  
**Monthly Report**  
December 2022

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# DPW Monthly Report December 2022

## Description

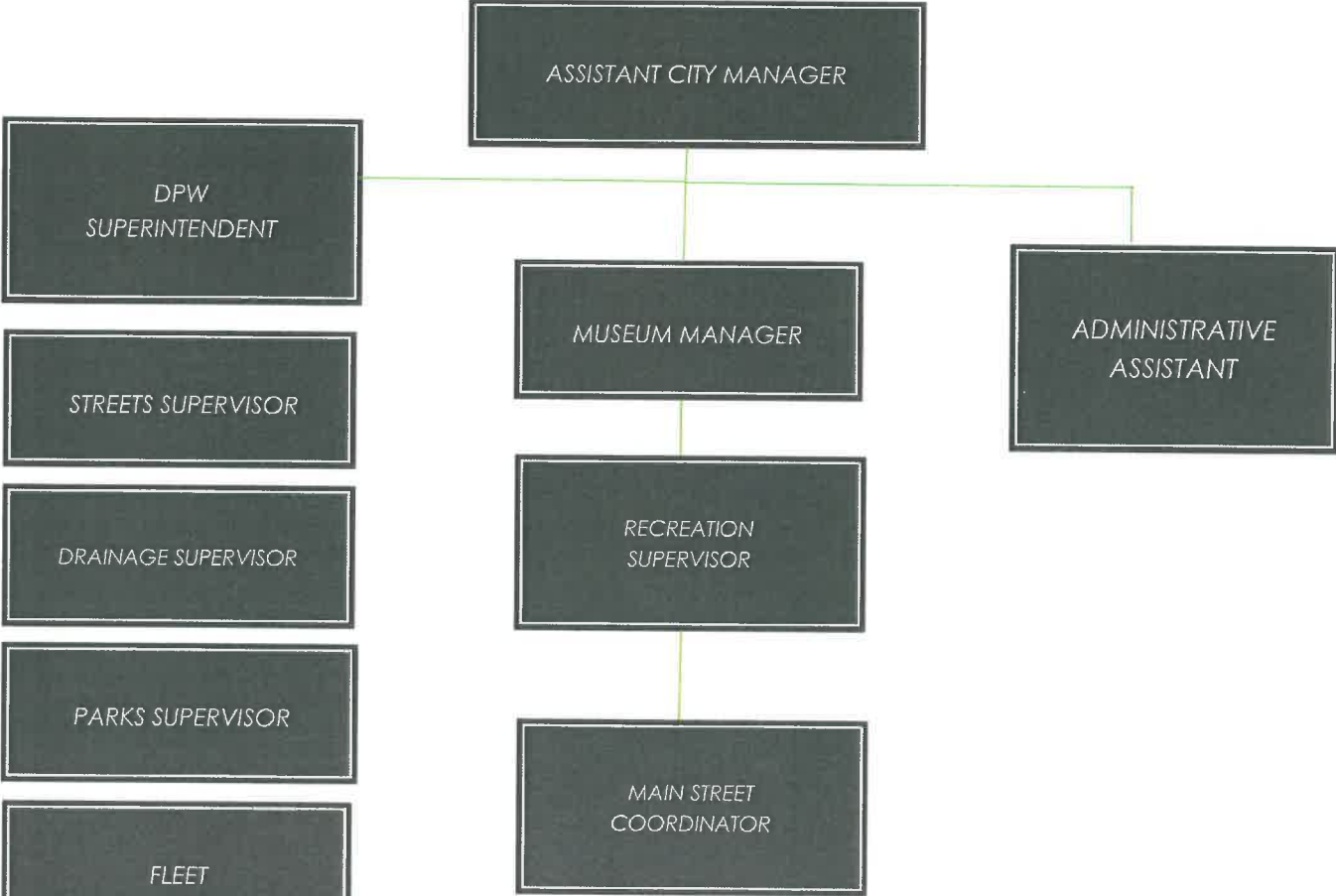
The DPW is administered by the Assistant City Manager. It is the responsibility of the department to successfully manage the City of Freeport infrastructure systems, City owned facilities, equipment, fleet, recreation and museum.

The department's mission and primary function is to provide a superior public service. In order to meet this goal, the operating function responsibilities of the department are assigned to eight groups. Each group is under the direction of a supervisor whose responsibilities include quality inspection, workload scheduling, contract management, and customer service. Each supervisor is responsible for coordinating the personnel and equipment resources of their respective divisions.

- Administration Division: under the Direction of the Assistant City Manager, this division manages the public works office, customer service, scheduling, reporting and public communication.
- Streets Division: Under the direction of the Streets Supervisor, this division provides street maintenance services to the community by pothole patching, curb, gutter and sidewalk repair and replacement of city streets and alleys. This division also provides sign maintenance which includes the installation and repair of roadway signs and the repair and maintenance of roadway markings within the city's right-of-way.
- Drainage Division: Under the direction of the Drainage Supervisor, this division is responsible for all repairs and maintenance of the city's stormwater collection system. This division also installs new culvert piping upon customer permitting.
- Parks Division: Under the direction of the Parks/Grounds/Facilities Supervisor, this division provides services to the community by conducting preservation and beautification of the City's parks, ball fields, building grounds and open spaces.
- Fleet Division: Under the direction of the Assistant City Manager, this division is responsible for all repairs and maintenance of the city's Fleet
- Building Maintenance Division: Under the direction of the Public Works Superintendent, this division provides services to the community by conducting preventative maintenance and repairs on all city property and buildings.
- Recreation Division: Under the direction of the Recreation Supervisor, this division provides services to the community through recreation, events and programs
- Museum Division: Under the Museum Manager, this division provides services to the community through museum, events and programs.

# DPW Monthly Report December 2022

DPW Organizational Chart



- Streets – (6) field technicians
- Drainage – (5) field technicians
- Parks – (11) field technicians
- Fleet – (1) mechanic technician
- Building – (1) lead technician
- Museum – (1) assistant
- Recreation – (1) event coordinator, (3) PT, (16) lifeguards

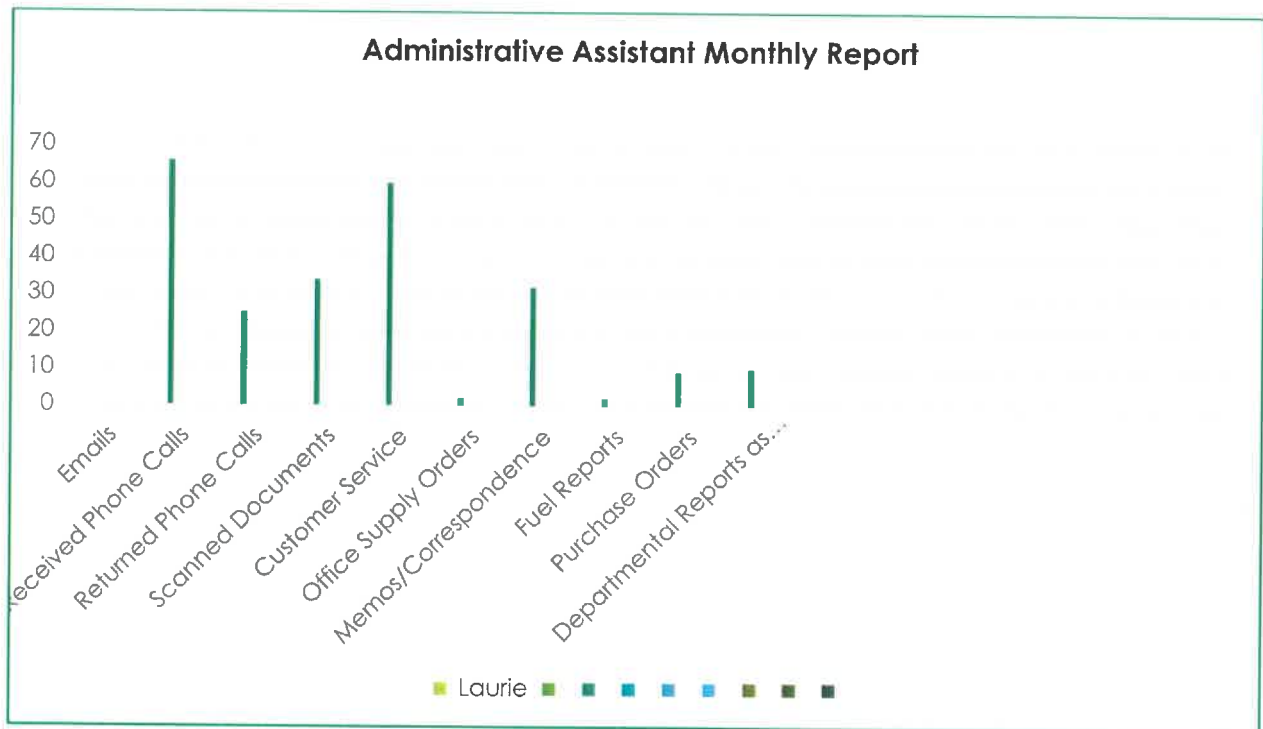
# DPW Monthly Report December 2022

## Administration Division:

under the Direction of the Assistant City Manager, this division manages the public works office, customer service, scheduling, reporting and public communication

Key Highlights This Month:

- Fuel Reporting
- Citizen Notifications on Construction Projects



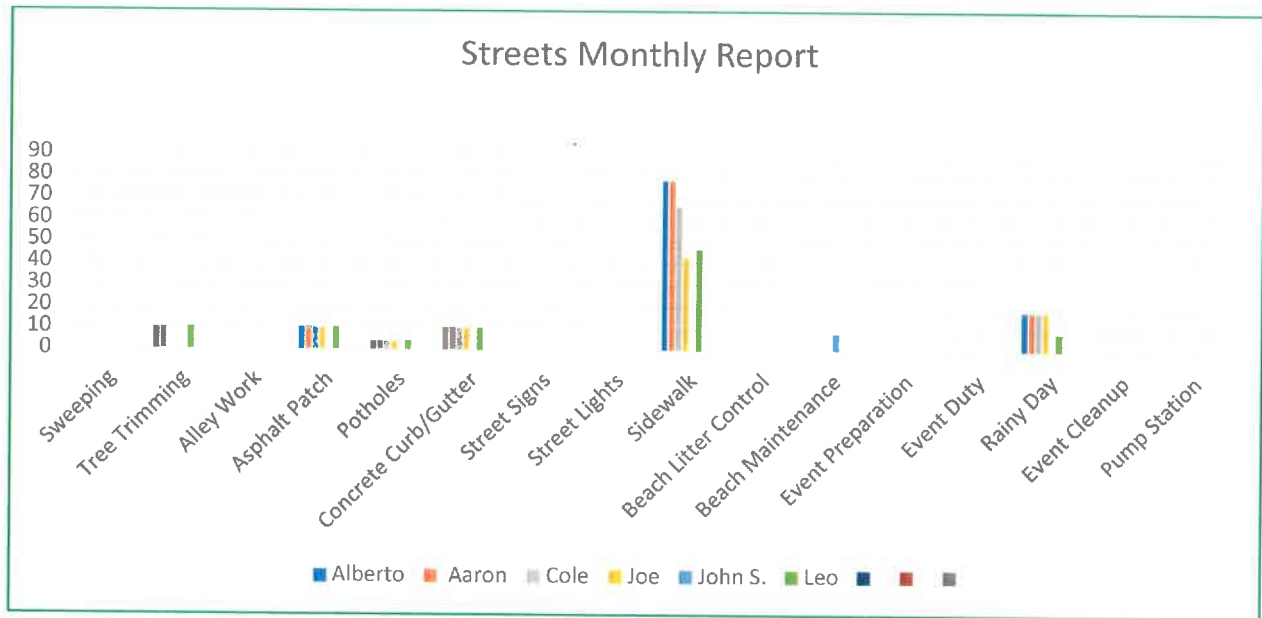
# D P W Monthly Report December 2022

## Streets Division:

Under the direction of the Streets Supervisor, this division provides street maintenance services to the community by pothole patching, curb, gutter and sidewalk repair and replacement of city streets and alleys. This division also provides sign maintenance which includes the installation and repair of roadway signs and the repair and maintenance of roadway markings within the city's right-of-way.

### Key Highlights This Month:

- Completed Avenue O sections of sidewalk replacement program
- Asphalt repairs from Veolia leaks citywide
- Potholes Citywide
- Mosquito Spraying



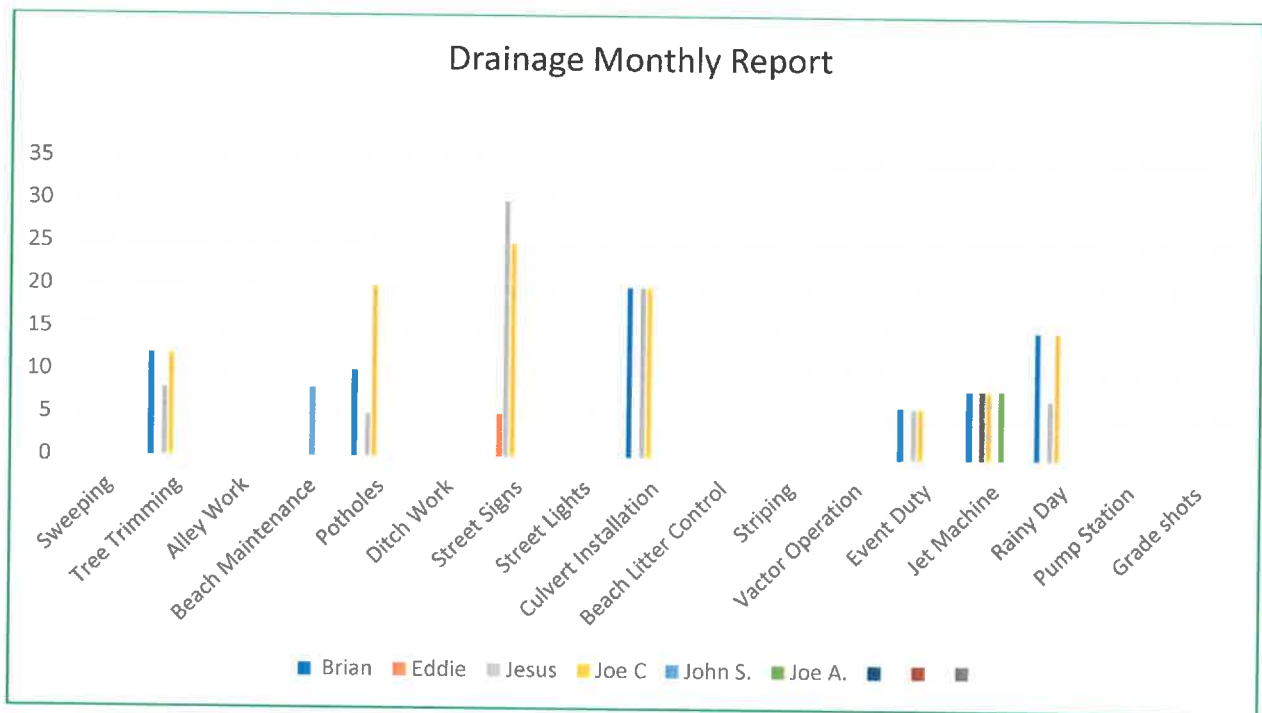
# D P W Monthly Report December 2022

## Drainage Division:

Under the direction of the Drainage Supervisor, this division is responsible for all repairs and maintenance of the city's stormwater collection system. This division also installs new culvert piping upon customer permitting.

### Key Highlights This Month:

- Tree trimming ROW citywide
- Installation of culvert piping Avenue D
- Storm water preventative maintenance on inlets

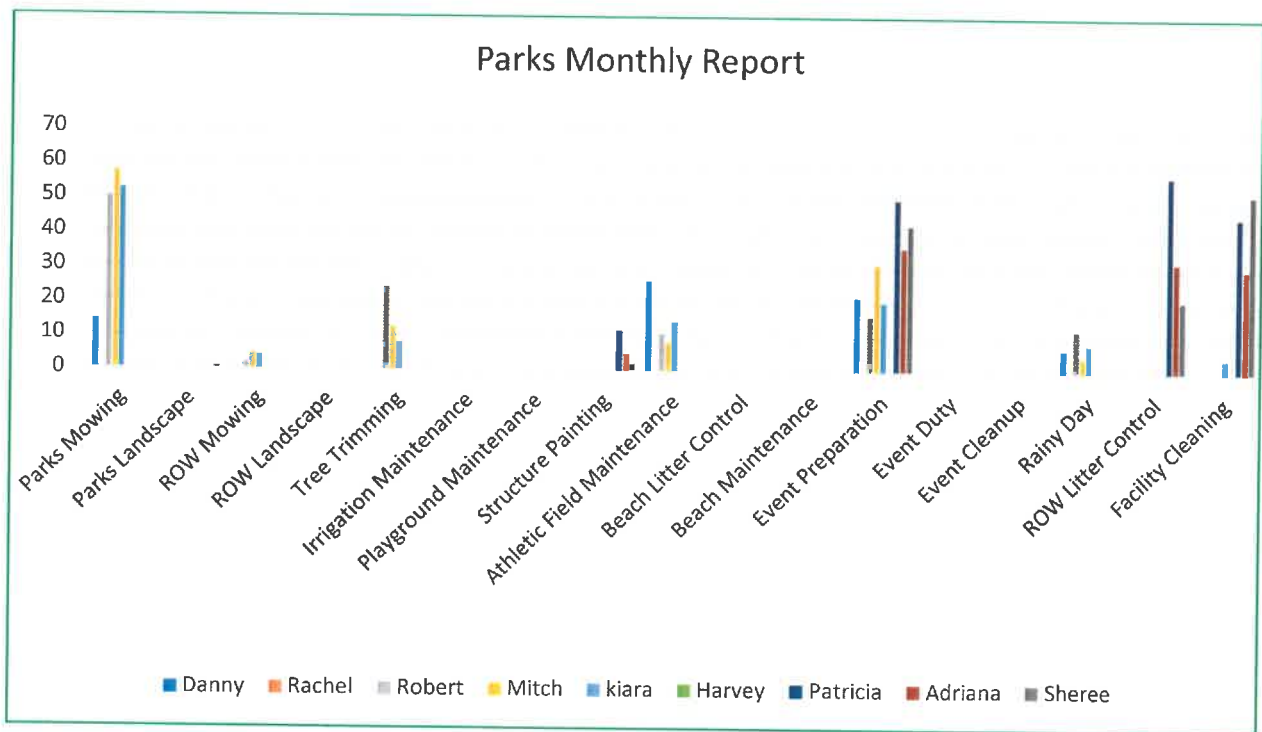


# DPW Monthly Report December 2022

## Parks Division:

Under the direction of the Parks/Grounds/Facilities Supervisor, this division provides services to the community by conducting preservation and beautification of the City's parks, ball fields, building grounds and open spaces.

- Christmas lights citywide
- Park Maintenance (9)
- Athletic Field Maintenance (5)



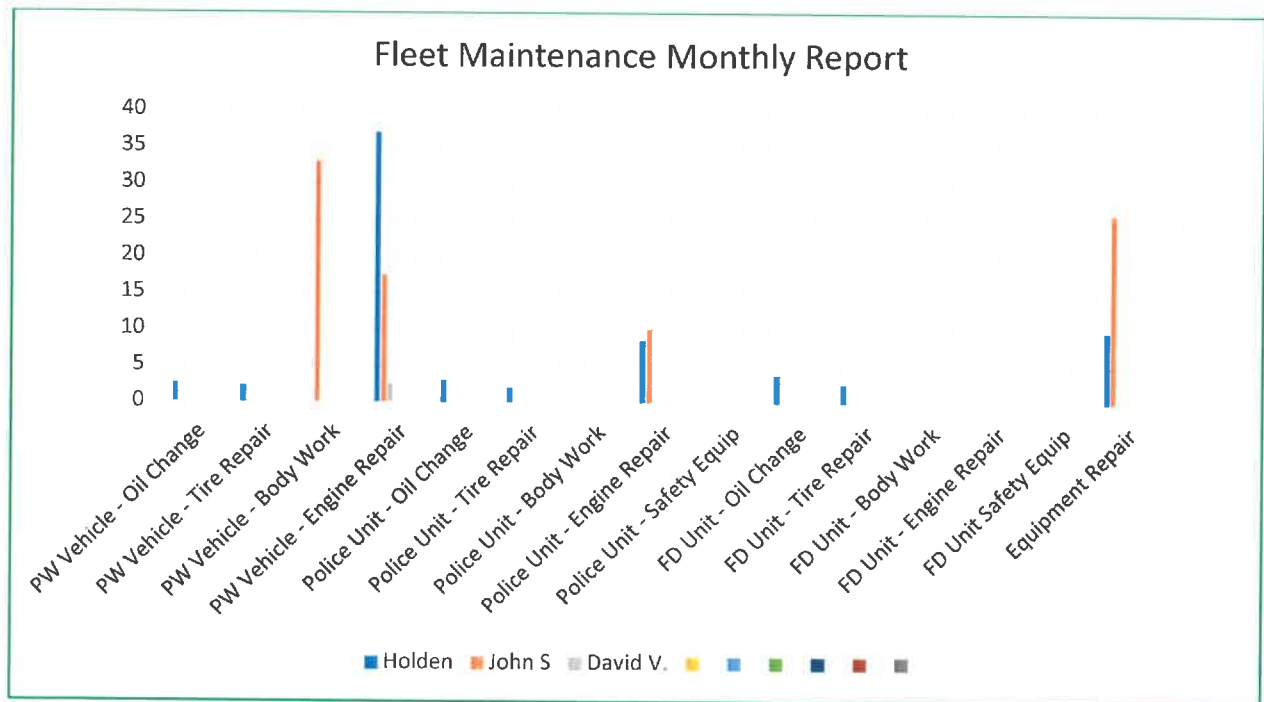
# DPW Monthly Report December 2022

## Fleet Division:

Under the direction of the Assistant City Manager, this division is responsible for all repairs and maintenance of the city's Fleet

### Key Highlights This Month:

- Strip Police Units for auction
- Replace brakes/rotors on one-ton PW units
- Preventative maintenance on heavy equipment



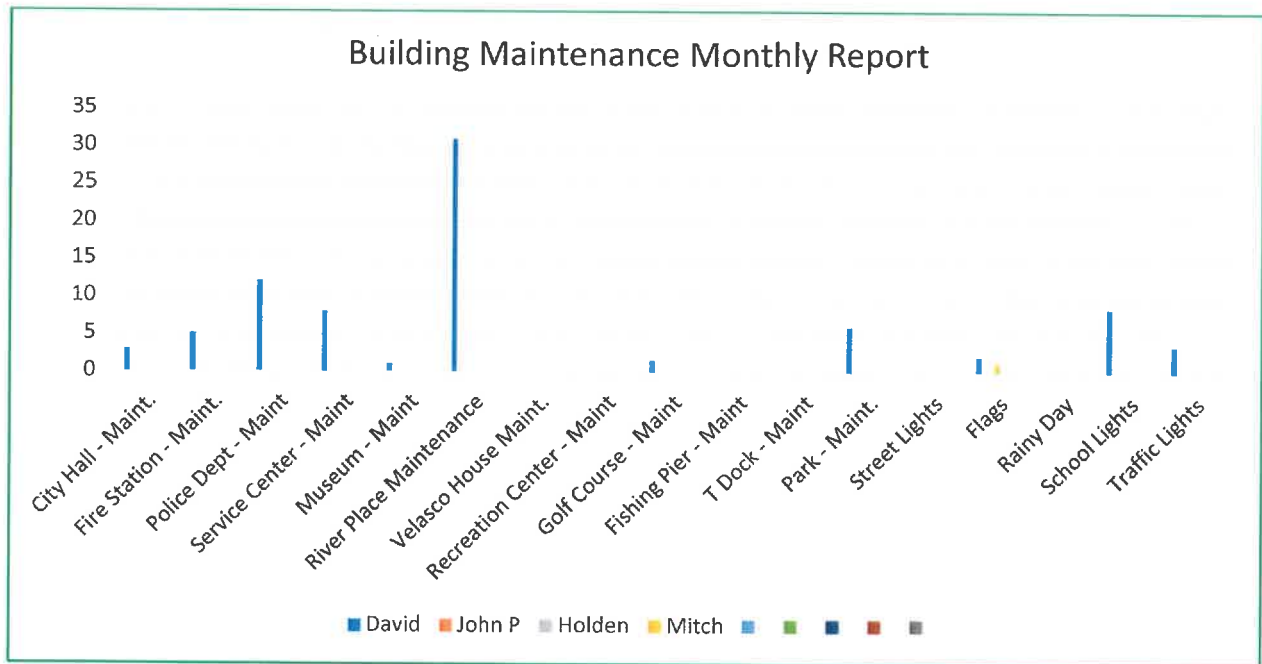
# DPW Monthly Report December 2022

## Building Maintenance Division:

Under the direction of the Public Works Superintendent, this division provides services to the community by conducting preventative maintenance and repairs on all city property and buildings.

### Key Highlights This Month:

- Repair Restroom wall at River Place
- Repair/Re-Plumb janitors closet at PD
- Repair ceiling tiles at River Place





# DPW Monthly Report December 2022

## Recreation Division:

Under the direction of the Recreation Supervisor, this division provides services to the community through recreation, events and programs

- Senior day & Commissions Meeting – November 21<sup>st</sup> (every 3<sup>rd</sup> Monday of the Month)
- Staff Update: we are currently looking for one (1) PT attendant
- Current Programming: Zumba class is held 8:30 – 9:30 a.m. on Mon., Wed. and Saturdays and from 6:00 – 7:00 p.m. Mon., Wed., and Fridays.

## Facebook Data:

- November 2022 – 3,250 people like the Freeport Recreation Page
- November 2022 – 3,395 people follow the Freeport Recreation Page

## Revenue:

- Adult Daily Pass           \$80.00
- Child Daily Pass           \$89.00
- Senior Daily Pass         \$36.00
- Student Daily Pass        \$39.00

## Attendance:

- |                                 |          |    |
|---------------------------------|----------|----|
| • Monthly Membership Family     | \$80.00  | 4  |
| • Monthly Membership Individual | \$510.00 | 99 |
| • Monthly Membership Senior     | \$100.00 | 21 |
| • Monthly Memberships Youth     | \$10.00  | 3  |
| • City Employees                |          | 14 |

## Recreation:

- |   |            |
|---|------------|
| • No. hrs. sports field used  | 4hrs       |
| • Facility rental revenue   | \$8,700.00 |
| • Total No. hrs. of use for non-revenue rentals                       | 43hrs.     |
| • Facility rentals  | 11         |
| • Sports field rentals  | 2          |
| • Total No. of contract classes                                       | 24         |
| • No. of events co-sponsored by department                            | 2          |
| • No. of non-profit services at park facilities at no cost for rental | 2          |

# DPW Monthly Report December 2022

## **Museum Division:**

Under the Museum Manager, this division provides services to the community through museum, events and programs.

• Total No. of volunteers	1
• No. of visitors	65
• Museum projects improved	1
• No. of hrs. theatre used	0
• No. of programs offered	1
• No. of events co-sponsored	1
• No. of non-profit organizations	1

Much of November was spent preparing for the November 12<sup>th</sup> Market and the December Holiday Market on December the 10<sup>th</sup>.

The exhibit hall was rented out for a single day by Domino's for a St. Judge fundraiser.

The Freeport Historical Museum was awarded the 2022 Spirit of Texas Independence Award by the Texas Independence Trail Region recognizing our Fort Velasco Exhibit & Living History program.

A letter to Santa program was implemented

Museum programs for 2023:

- Freeport History Day
- Slavery in Brazoria County
- Dinosaur George
- Shark Exhibit
- Fort Velasco Day

# D P W

## Monthly Report

### December 2022

#### Capital Improvement Project Updates:

Project	Status	Estimated Cost	% Spent
<b>Fund 67 – 2021 CO Bond Fund</b>			
Lift Station 3,4 and 14 Rehabilitation	Pumps ordered completion 3/16/23	\$1,735,713.00	10%
FM 1495 Water Line Relocation	AFA agreement signed. TXDOT awarded	\$395,476.84	100%
Ph I SSOI Engineering	Underway	\$317,463.62	100%
Sanitary Sewer Collection GLO	Enviro complete, Eng. 90%, Bid Dec 23	\$59,316.26	0%
WW Treatment Plant Grant Match	Eng./Environmental underway, Bid Mar. 23	\$60,520.00	0%
Ave H sewer line replacement Grant Match	Pipe installed/cleanup underway	\$42,375.00	95%
WWTP Improvements	CC approved task auth. For F&N Eng.	\$1,928,630.00	20%
Sewer line replacement SSOI	CCTV & Manhole Inspections Underway	\$460,505.28	0%
<b>Total Fund 67 – 2021 CO Bond Fund</b>		<b>\$5,000,000.00</b>	
<b>Fund 66 – 2020 CO Bond Fund</b>			
Streets & Drainage Projects	Status	Estimated Cost	% Spent
2019-2020 Asphalt Interlocal	Complete	\$135,358.40	100%
2020-2021 Asphalt Interlocal	Complete	\$382,973.00	100%
2020-2021 W/WW Relocation	Complete	\$230,704.84	100%
2021-2022 Asphalt Interlocal	Complete minus (Alley 8 <sup>th</sup> /9 <sup>th</sup> )	\$382,973.00	80%
2021-2022 Alley WW line replacement	Anticipated completion Dec2022	\$117,000.00	0%
2022 Phase I Concrete Roads	Under Construction (Dec 2022)	\$2,381,309.43	80%
2022 Phase I Engineering	Construction Phase	\$320,130.00	90%
2022-2023 Phase II Concrete Roads	Contract awarded	\$1,933,463.73	0%
2022-2023 Phase II Engineering	Complete bid awarded (inspection rem.)	\$426,380.00	90%
Velasco Pump Station Improvements	Complete	\$316,707.00	100%
Heritage House Renovations	On Hold	\$375,000.00	0%
City Hall Renovations	On Hold	\$998,000.00	10%
<b>Total Fund 66 – 2020 CO Bond Fund</b>		<b>\$8,000,000.00</b>	

# DPW Monthly Report December 2022

## Fund 14 – Streets & Drainage Funds

Project	Status	Estimated Cost	% Spent
Road Failure (RR Crossing)	Complete	\$49,000.00	100%
2022-2023 Asphalt Interlocal	Waiting approval by CC	\$446,041.00	0%
T Dock Entry Road Imp.	Waiting approval by CC	\$150,000.00	0%
Streets & Drainage Project	To Be Determined	\$759,000.00	0%
2022-2023 Phase II Concrete Roads	Contract Awarded	\$1,619,131.00	0%
<b>Total Fund 14 – Streets &amp; Drainage Fund</b>		<b>\$3,023,172.00</b>	

## Fund 21 – Facilities & Grounds CIP

Project	Status	Estimated Cost	% Spent
City Hall Renovations	proposal w/reduced scope	\$750,000.00	0%
Museum Façade	on hold	\$100,000.00	0%
Temp Modular building	To be bid	\$426,095.00	0%
FS1 Driveway	To be quoted	\$10,000.00	0%
Prelim. Architectural study FS1	has been authorized	\$20,000.00	0%
Radio Antenna repairs Fire	Repair started	\$11,665.00	50%
Greens resurfacing	To be bid	\$150,000.00	0%
Cart Path Repair	2023 completion	\$10,000.00	0%
Prelim Architectural study Golf club house	waiting approval	\$30,000.00	0%
Jail facility renovation	To be bid	\$115,000.00	0%
Replacement of electric main PD	To be quoted	\$20,000.00	0%
PD Police dept Parking lot imp.	To be quoted	\$20,000.00	0%
Landing repairs	on hold (public hearing)	\$65,000.00	0%
Service Center exterior	CC approval Nov 21 <sup>st</sup>	\$60,000.00	0%
Riverside Parking Lot	CC approval Nov 21 <sup>st</sup>	\$85,000.00	0%
Velasco House renovations	CC approval Nov 21 <sup>st</sup>	\$70,000.00	0%
Recreation Center Parking Lot	CC approval Nov 21 <sup>st</sup>	\$70,000.00	0%
Library Window Replacement	under construction (2wks)	\$43,000.00	50%
<b>Total Fund 21 – Facilities &amp; Grounds</b>		<b>\$2,170,760.00</b>	

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## Fund 22 – Vehicle & Replacement Fund

Unit	Status	Estimated Cost	% Spent
2) Ambulances	Ordered	\$600,000.00	20%
Replace fire equipment – grant funds	Ordered	\$131,013.00	90%
Equipment new reserve firefighters	To be quoted	\$12,000.00	0%
SORT Unit Replacement	Grant Funding (find)	\$400,000.00	0%
Knox boxes and mounts	To be quoted	\$15,000.00	0%
Furnishings/appliances FS2	To be quoted	\$30,000.00	0%
Tee box mower – Golf	Ordered	\$35,893.00	0%
Fairway mower – Golf	Ordered	\$75,356.05	0%
(2) Trucks – Codes	To be bid	\$80,000.00	0%
Recreation Center Equipment	To be quoted	\$10,000.00	0%
Vehicle replacement – Police	To be bid	\$292,748.00	0%
Generator – Police	grant awarded on order	\$60,000.00	20%
Body Camera Video Storage	To be quoted	\$16,000.00	0%
One Ton Dump Truck	Completed	\$90,000.00	85%
SCADA for stormwater stations	To be quoted	\$60,000.00	0%
Zero Turn Mower	Completed	\$18,000.00	100%
Generators	Applied for grants for 1,020,000	\$60,000.00	0%
Total Fund 22 – Vehicle & Equipment Replacement		\$1,986,010.05	

## Fund 23 – Technology Fund

Project	Status	Estimated Cost	% Spent
Server Replacement/Network Upgrade – PD	ordered	\$85,000.00	0%
Access Control Panel	ordered	\$23,645.87	0%
Total Fund 23 – Technology Fund		\$108,645.47	

# DPW Monthly Report December 2022

## Grant Funded Projects

Project	Status	Est. Cost	% Spent
CDBG MIT HUD – WW Collection System SSOI	Env. Complete, Eng. 90%, Bid Dec 22	\$5,931,626.00	5%
CDGB MIT Harvey – WWTP Improvements	Bid Mar 2023	\$5,991,468.00	0%
CDBG Bar Screen Replacement	Complete	\$193,271.00	10%
CDBG Avenue H WW line Replacement	Complete (clean up)	\$260,000.00	0%
FEMA River Bank Erosion Project	asked for extension	\$285,793.00	0%
Total Grant Funded Projects		\$12,662,158.00	

## Other Projects

In code migration Project	Financial/Utility billing complete	\$208,000.00	90%
Citizen Serve	Contract awarded implementation started	\$59,896.91	0%
Total Other Projects		\$267,896.91	