



**AGENDA
REGULAR MEETING
FREEPORT CITY COUNCIL
MONDAY, JULY 18, 2022 at 6:00 P.M.**

Mayor:

Brooks Bass

Council Members:

Jeff Pena

Jerry Cain

Mario Muraira

Troy Brimage

City Manager:

Timothy Kelty

THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, WILL MEET ON MONDAY, THE 18th DAY OF JULY, 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 June. **(Kelty)**
2. Presentation of 3rd Quarter Investment Report. **(Kelty)**

CONSENT AGENDA:

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 Any item requiring additional discussion may be withdrawn from the Consent Agenda by the Mayor, Councilmember or City Manager, and acted upon separately.

3. Consideration and possible action on the approval of City Council meeting minutes from July 5, July 7, and July 11, 2022. **(Wells)**
4. Consideration and possible action of appointing Interim Deputy City Attorney for Prosecution. **(Kelty)**
5. Consideration and possible action approving Resolution No. 2022-2755 appointing person the Senior Citizens Committee. **(Kelty)**

COUNCIL BUSINESS – REGULAR SESSION:

6. **Public Hearing:** Public Hearing and consideration and possible action approving Ordinance No. 2022-2668 regarding Commercial Building Inspections. **(Roman)**
7. **Public Hearing** on a request for a Tax abatement from PRP KDC Freeport Development LLC, located in Reinvestment Zone 2022-01, City of Freeport located within the boundaries of the city. **(Kelty)**
8. Consideration and Possible action on Ordinance No. 2022-2667 an Ordinance approving a tax abatement located in Reinvestment Zone 2022-01, City of Freeport located within the boundaries of the city. **(Kelty)**
9. Consideration and possible action approving Primary and Secondary Disaster Debris Removal Services Contracts. **(Motley)**
10. Consideration and possible action approving the EDC Project and Economic Development between the Freeport EDC and 905 North Brazosport. LLC., for the development of a Starbucks. **(Kelty)**
11. Bulk Trash Door Hangers and Fines- Discussion and Possible Action **(Pena/ Muraira)**
12. Bulk Trash Brush and Mulch Services- Machinery and Cost Analysis - Discussion and Possible Action **(Pena/ Muraira)**

13. Review of any and all contracts between City of Freeport and Olson and Olson...
Consideration and Take Possible Action to repeal Interim City Attorney Services from Olson and Olson due to potential conflicts and previous services with City/EDC- **(Pena / Muraira)**
14. Levy Jog Trail Re-route and Estimate Review - Discussion and Possible Action **(Pena/ Muraira)**
15. Contract Review of VW Tax Abatement and Starbucks Grant-Discussion and Possible Action **(Pena/ Muraira)**
16. City of Freeport Press Release Process - Discussion and Possible Action **(Pena/ Muraira)**
17. Council Agenda policy Discussion and Possible Action **(Pena/ Muraira)**
18. Sandcastle Tournament - Discussion and Possible Action **(Pena/ Muraira)**
19. City Employee Policy Handbook - Discussion and Possible Action **(Pena/ Muraira)**
20. Soccer Field Lighting Estimates - Discussion and Possible Action **(Pena/ Muraira)**

WORK SESSION:

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

CLOSED SESSION:

Executive Session regarding a.) (Consultation with Special Counsel) to provide legal advice and counsel in connection with pending or contemplated litigation arising out of or in connection with a 380 Agreement between the City and BrazTex, LLC and related legal issues; b) (Deliberations about Real Property), East End, c.) (Personnel Matters) City Manager Contract, City Manager Recent Job Performance, in accordance with Texas Government Code Annotated, Chapter 551, Sections 551.071(2), 551.072, and 551.074.

COUNCIL BUSINESS – REGULAR SESSION:

22. Take any action resulting from Executive Session.

ADJOURNMENT:

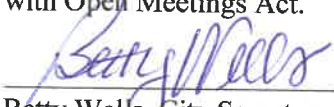
23. Adjourn.

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

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

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

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


Betty Wells, City Secretary,
City of Freeport, Texas



City Council Agenda Item # 2

Title: Presentation of the Investment Report for the Quarter Ending June 30, 2022

Date: July 18, 2022

From: Cathy Ezell, Finance Director

Staff Recommendation:

This report is presented for informational purposes. No Council Action is required.

Item Summary:

This report reflects that on June 30, 2022, the City's total portfolio of \$24,701 million was managed in compliance with the PFIA and the City's investment policies.

Background Information:

The Public Funds Investment Act (PFIA), Texas Government Code, Chapter 2256 states that no less than quarterly, the Investment Officer(s) shall prepare and submit to the governing body a written report of investment transactions for all funds covered by the Act for the preceding reporting period. Presentation of this report fulfills that requirement.

Special Considerations: N/A

Financial Impact: N/A

Board or 3rd Party recommendation: N/A

Supporting Documentation:

Quarterly Investment Report



Quarterly Investment Report
April 1, 2022 - June 30, 2022

G/L Account	Description	Book Value	Current Interest Rate	Yield to Maturity	Maturity Date	Days to Maturity	Beginning Market Value for Period	Changes to Market Value	Ending Market Value for Period	Interest Paid YTD
Cash in Demand Accounts										
99-101-000	Operating Account	\$ 9,291,144	0.71%	0.71%	Demand	1	\$ 10,684,210	\$ (1,393,066)	\$ 9,291,144	\$ 45,786
Total Cash in Demand Accounts		\$ 9,291,144					\$ 10,684,210	\$ (1,393,066)	\$ 9,291,144	\$ 45,786
Invested in Government Pools										
99-105-020		\$ 3,004,425	0.87%	0.87%	Demand	1	\$ 3,000,352	\$ 4,072	\$ 3,004,425	\$ 4,425
99-105-010	TexPool	12,405,723	1.00%	1.00%	Demand	1	12,394,160	11,564	12,405,723	33,369
Total Invested in Pools		\$ 15,410,148					\$ 15,394,512	\$ 15,636	\$ 15,410,148	\$ 37,793
TOTAL ALL INVESTMENTS		\$ 24,701,292					\$ 26,078,722	\$ (1,377,430)	\$ 24,701,292	\$ 83,579

Investment Category	Book Value	Percentage	Weighted Average Maturity (Days)
Cash in Demand Accounts	\$ 9,291,144	37.61%	1.00
Government Pools	\$ 15,410,148	62.39%	1.00
TOTAL	\$ 24,701,292	100.00%	1.00

Investment schedules presented per the provisions of the Texas Code Chapter 2256 (Public Funds Investment Act) and the City's Investment Policy.

The City requires its depository banks to provide collateral for all deposits in excess of Federal Deposit Insurance. At the end of the quarter, the market value of collateral pledged by Baker Bond Accounting to the City was \$15.77M, 170% of deposits.

Unrealized gain/loss is the difference between the market value of the City's securities and what it paid for them. Gains and losses are realized only when a security is sold prior to maturity. Since it is the City's practice to hold all securities to maturity, it is unlikely that unrealized gains and losses will be realized. As of the end of the quarter, the City had no unrealized gains or losses.

Prepared By: Cathy Ezell Date: 7/13/2022
 Cathy Ezell, Investment Officer

Verified By: Giselle Hernandez Date: 7/13/22
 Giselle Hernandez, Investment Officer

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Monday, July 5, 2022 at 6:00 p.m. at the Freeport Police Department, Municipal Court Room, 430 North Brazosport Boulevard, Freeport Texas for the purpose of considering the following agenda items:

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

Staff:
Tim Kelty, City Manager
Betty Wells, City Secretary
Cathy Ezell, Finance Director
Chris Duncan, City Attorney
Kacey Roman, Building Official
Clarisa Molina, Administrative Assistant
Chris Motley, Freeport Fire Chief
Lance Petty, Public Works Director
Toby Cohen, IT Manager
LeAnn Strahan, Destinations Director
Brian Dybala, Municipal Golf Course Director
Juanita Cardoza, Detective Freeport PD
Danny Gillchriest Interim Police Chief

Visitors:

David McGinty	Dianna Kyle
Kenny Hayes	Bob Casale
Manning Rollerson	Melanie Oldham
Sam Reyna	Nicole Mireles
Raul Ramirez	Breanna Brimage
Desiree Pearson	Sabrina Brimage
Tommy Pearson	Brendan Brimage
Pam Dancy	Kyle Hammonds
Joe Gonzalez	Gina Adams
Billy Toomer	Lucy Ware
Aaron Ware	James Carter
Roger Rowe	

Call to order.

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

INVOCATION AND PLEDGE OF ALLEGIANCE:

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

CITIZENS' COMMENTS:

Bob Casale spoke to council about the four-minute limit on Citizens Comments, he said this should be raised to at least five minutes per subject they are wanting to discuss. He also said he would like to get business cards from each council member. He spoke of the trash issue, he said it still has not been picked up.

Julian Arrealo 711 W. 11, said the public should have the information from the two investigations that were done. He said tax payers paid for this, and there should be transparency.

Manning Rollerson said council is suppose to be honest. He said there are industries that owe large amounts of money on water bills. He said residents should not have to bundle trash, Mr. Rollerson said he believes the Justice Department should be called to do an investigation on the City.

Melanie Oldham said she has been attending meetings for years. She spoke of all the items added to the agenda by Councilmen Muraira, and Pena. She said these items never have supporting documentation. She said the last council meeting she was called out on social media as being a racist. Ms. Oldham said this is very hurtful.

Nicole Mireles said she wants all the documentation that Councilman Pena said he had to get her voted off of the EDC. She told council you took the word from one councilman. She said the council is very embarrassing now, people are talking and laughing at the city. She said Councilman Muraira needs integrity, she said she will be going door to door to make sure he is not elected again.

Dianna Kyle spoke of her history in Freeport. She said she is asking Council to consider the sell of the land to Mr. and Mrs. Ware. She said she knows they plan to construct a new home.

Aaron Ware said they have come many times to purchase this property. He said we just want a fair price on the Levec Property. He said \$23,000 is not a fair price. Lucy Ware said she would like this to be discussed in Open Session, rather than Executive Session.

CONSENT AGENDA

Consideration and possible action on the approval of City Council meeting minutes from June 13, June 17, and June 20, 2022.

Consideration and possible action approving road closures for Kidfest on Saturday August 6, 2022

Consideration and Possible action to ratify City Manager appointment Danny Gillchriest as Interim Police Chief.

A motion was made by Councilman Cain, seconded by Councilman Brimage with all present voting "Aye" 5-0 council unanimously approved the Consent Agenda.

COUNCIL REGULAR AGENDA

Mayor Bass opened the Public Hearing at 6:23 PM.

Public Hearing: Public Hearing for consideration and possible action on approving Request for Replat of ILA Local 30 1 Block, 1 Unrestricted Reserve A Subdivision Of 0.8953 Acres (39,000 Sq. Ft.) Of Land Being Lots (1), Two (2), (3) Three, (4) Four, five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), And Twelve (12), Block 34, In the Town of Freeport, Brazoria County Texas, According to The Map or Plat Thereof Recorded in Volume 2, Page 95 Of the Map Records of Brazoria County, Texas. Owner: International Longshoreman's Association No. 30 P.O. Box 2727 Freeport, Texas 77542-2727.

Kacey Roman presented to Council approving the request for Replat of ILA Local 30 1 Block, 1 Unrestricted Reserve A Subdivision Of 0.8953 Acres (39,000 Sq. Ft.) Of Land Being Lots (1), Two (2), (3) Three, (4) Four, five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), And Twelve (12), Block 34, In the Town of Freeport, Brazoria County Texas, According to The Map or Plat Thereof Recorded in Volume 2, Page 95 Of the Map Records of Brazoria County, Texas. Owner: International Longshoreman's Association No. 30 P.O. Box 2727 Freeport, Texas 77542-2727. Ms. Roman said this was presented to Planning and Zoning and it was approved.

Public Hearing was closed at 6:26 PM.

Manning Rollerson asked if the re-plat is located in just the area. Ms. Roman said they are consolidating 12 lots, into one.

A motion was made by Councilman Brimage, seconded by Councilman Pena, with all present voting "Aye" 5-0 council unanimously approved the request for Replat of ILA Local 30 1 Block, 1 Unrestricted Reserve A Subdivision Of 0.8953 Acres (39,000 Sq. Ft.) Of Land Being Lots (1), Two (2), (3) Three, (4) Four, five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), And Twelve (12), Block 34, In the Town of Freeport, Brazoria County Texas, According to The Map or Plat Thereof Recorded in Volume 2, Page 95 Of the Map Records of Brazoria County, Texas. Owner: International Longshoreman's Association No. 30 P.O. Box 2727 Freeport, Texas 77542-2727.

Mayor Bass opened the Public Hearing at 6:27 PM.

Public Hearing: Public Hearing for consideration and possible action approving Ordinance No. 2022-2669 approving the new Water/Sewer Rate.

Finance Director Cathy Ezell presented to council Ordinance No. 2022-2669 approving the new Water/Sewer Rate. Ms. Ezell said this new water increase is due to the increase by BWA. She said they are raising their rates by 12.5% she said this is a \$309,000 increase to the city, in the next fiscal year. She said BWA voted for this increase, and it is mandated by the State, that we use surface water. She said the City is proposing a 9% increase. Ms. Ezell said she called the other cities that have BWA and they are all proposing an increase, 11.5%-18%. Mayor Bass asked if the city can make the additional monies, with the 9% increase? Ms. Ezell said yes sir.

Councilman Brimage asked where we compare to other cities? Ms. Ezell said we have lower rates.

Mr. Kelty added that while our residential rates are lower than most other cities, our Commercial rates have always been much higher.

Councilman Pena asked about the correlation with the billing problems we are having? He said he would like to have as much information we can to the public. He said he wants to make sure we have our house in order before we approve this rate increase.

Mayor Bass asked how do you determine the water usage? Ms. Ezell said it is done by consumption. Mayor Bass asked if there is any correlation to what Councilman Pena is saying? Ms. Ezell said no sir.

Councilman Pena said we have outstanding balances from commercial accounts, Ms. Ezell said she cannot disclose this information. Councilman Pena said there is information that needs to be looked at closely, he asked if the unpaid outstanding bills could be the reason we are raising our rates. He said he will not disclose the information, but it does need to be fixed.

City Manager spoke on the billing issue which recently occurred. He said this is not in any way correlated to the shortfall needed to cover the BWA increase. He said the issues have already been resolved. He said this is not the cause in the rates being raised.

Councilman Pena said the mandate begins in October? Ms. Ezell said yes if adopted the rates would begin October 1st. Councilman Pena said we don't have to act tonight, he said he recommends we make every use of opportunity we have, to make sure we do it right.

Pam Dancy, 313 S. Front said she understand businesses can have accounting issues. She said she would like to see where our debts are. She said protected information on billing accounts she doesn't understand. She said she will be requesting to see these debts.

Manning Rollerson spoke on the HEPA rules. He said you can redact the information. Mr. Rollerson said we need transparency.

Julian Arevalo said the city has to make a profit, he said this should be used in times when prices go up.

Melanie Oldham said that she has attended the BWA meetings, she said when rates increase the city has to raise the rates. She said she does not believe anything is sinister.

Kyle Hammonds asked if the city pays for all water that goes through the meter, rather it be household, or leaked on the ground? Mr. Kelty said the city pays a set amount, through a contract with BWA. He said there was a water leak for two months, he said he is not sure why the owner did not report this. But he is curious as to why the worker did not make a mention of this. Mr. Hammonds said he called in the leak.

Sam Reyna said he had a problem with his water, on the city side. Mr. Reyna said it was a bad valve. It was repaired but this was a problem for years.

Councilman Pena asked about the water that was used for the LNG explosion, he asked who is responsible for the usage? Chief Motley said this is being invoiced.

Mayor Bass closed the Public Hearing at 6:47 PM.

This item was tabled for a future meeting.

Consideration and possible action approving the annual appointment of TIRZ Chairman.

City Manager Tim Kelty presented to council annual appointment of TIRZ Chairman. He said the EDC recommended Shonda Marshall to serve out the remainder of Jeff Pena's Term as TIRZ Chairperson. Staff recommends the approval from council.

A motion was made by Mayor Bass, seconded by Councilman Pena. With all present voting "Aye" 5-0 council unanimously approved to appoint Shonda Marshall as the TIRZ Chairperson.

Consideration and possible action approving Resolution No. 2022-2754 appointing person the Charter Review Board.

City Manager Tim Kelty presented to council Resolution No. 2022-2754 Appointing person to the Charter Review Board. He said we have one vacancy on this board.

A motion was made by Mayor Bass, seconded by Councilman Brimage. With all present and voting "Aye" 5-0 council unanimously approved Resolution No. 2022-2754 appointing Melanie Oldham to the Charter Review Board.

Consideration and possible action approving Resolution No. 2022-2750 appointing person(s) the Senior Citizens Committee.

City Manager Tim Kelty presented to council Resolution No. 2022-2750 appointing person to the Senior Citizen Committee. He said there are two vacancies on this committee.

A motion was made by Mayor Bass to appoint Dolores Knox, seconded by Councilman Cain, with all present voting "Aye" 5-0 council approved Resolution No. 2022-2750 appointing Dolores Knox to the Senior Citizens Committee.

Consideration and Possible action to appoint interim City Attorney and Prosecutor.

City Manager Tim Kelty presented to council the possible action to appoint interim City Attorney. Mr. Kelty said with Mr. Duncan's last day being on the 15th, it is important that the city have a City Attorney in place. Mr. Kelty said he has received a proposal from Olson & Olson, to provide interim attorney services. Mr. Kelty said staff will be going out for proposals, and bringing those back to council.

Councilman Pena asked if the city council is involved in this? Or is it just up to the City Manager? Mayor Bass said the City Manager interviews and seeks out the Attorney, and then he brings before council for our input and approval.

Pam Dancy asked why the council is in a crunch, she said council knew they were dismissing Mr. Duncan.

Councilman Pena asked if we can hire Mr. Duncan?

Nicole Mireles said it is interesting how Councilman Pena wants to keep Mr. Duncan here.

A motion was made by Councilman Cain, seconded by Councilman Brimage, with a 4-1 vote council approved the appointment of Olson & Olson as the interim City Attorney. Councilman Pena voted "Nay".

Councilman Brimage made a motion to table items 10-21, for the lack of information. Mayor Bass said he wants to take them individually.

City Manager Performance Review Open Session.

A motion was made by Councilman Brimage, seconded by Councilman Cain to table this item for lack of supporting documentation. With discussion that followed.

Councilman Pena said he will publish these items on social media tonight.

Councilman Cain said this motion was made because there is no supporting documentation.

Mayor Bass called the motion for a vote, with a 3-2 vote, to table City Manager Performance Review Open Session. Councilmen Pena and Muraira voted "Nay".

Press Release /HR Advertisements for: a.) Duncan B) Garivey C) New Police search D) New City Attorney Search, discussion and possible action.

A motion was made by Councilman Pena to table Press Release/HR Advertisements, seconded by Mayor Bass with all present voting "Aye" 5-0 council unanimously approved to table this item.

Levy Jog Trail - Discussion and Possible Action.

A motion was made by Councilman Cain, to table Levy Jog Trail seconded by Councilman Brimage. With discussion that followed.

Mayor Bass asked if there is material provided for this item? Councilman Pena said this was provided from the last meeting and was readily available.

Mayor Bass called the motion for a vote, with a 3-2 vote Levy Jog Trail was tabled to a future meeting. Councilmen Muraira, and Pena voted "Nay".

Sam Reyna spoke to council he passed out pictures of the Levy Jog Trail. He said there is grass growing out of the levy. He said this is a waste of tax payers' money. He said that Councilman Muraira violated Election Code 258 Fair Campaign Practices. Mr. Reyna said that Councilman Muraira has violated the Fair Campaign Practices, he said he started campaigning last month. He said there is a 90-day window he said you start in February for the election in May. He said he started last month.

Residential Water Bill Overbilling, Systems, and Resolutions- Discussion and Possible Action.

Finance Director Cathy Ezell explained to council how the issue happened. She said this is from the Incode 10 update, there was an issue with the hand-held meter readers. She said the issue has been resolved, and 530 customers were given credits to their water accounts.

A motion was made by Councilman Cain to table item #13, seconded by Councilman Brimage. With a 3-2 vote, item was tabled. Councilmen Muraira and Pena voted "Nay".

Sewage /Drainage Plan –Pumps 5 and 6 - Discussion and Possible Action.

A motion was made by Councilman Cain to table this item for lack of supporting documentation, seconded by Councilman Brimage. With discussion that followed.

Councilman Pena spoke of Wards A and B and the sewage backup. He spoke of a flow meter, and strategy. Mayor Bass said the strategy is through the GLO. We have to follow the rules they set, or they will take the monies back.

Pam Dancy spoke of the drainage issue on her property.

Streets Speed Signage, Additional Street Directional Reflectors, Speed bumps- Discussion and Possible Action

Councilman Pena said he will discuss this when we do the Strategic Plan.

Code Enforcement Building Inspection Process - General Discussion and Specific to V. Patel property. - Discussion and Possible Action .

Councilman Pena asked that Mr. Patel be allowed to speak.

Mr. Patel said he is here on behalf of the house at 2006 Jones Road. He said the house has power. He said that all drywall was removed. He said there is no structural changes, so he was told he will not need engineering drawings by Billie Shoemaker. Mayor Bass asked if he spoke with Mr. Kelty, and what did Mr. Kelty recommend? Mr. Patel said Mr. Kelty recommended him to go before the Board of Adjustments for an appeal.

Councilman Muraira asked Mr. Kelty if only drywall is being done, why does he need engineering drawing? Mr. Kelty said the house has been gutted. Mayor Bass said this is per code, and we have to follow the rules.

There was lengthy discussion on this item.

Lucy Ware asked what kind of engineer will he call?

Ms. Roman, Building Official said regarding this issue, there is a lot of information that is not being addressed. She said this is zoning and building code issue. By law she is obligated to enforce them.

Mr. Kelty said that according to the existing ordinance, the proper process for review of this issue is the Board of Adjustments, not City Council

VW Tax Abatement and Starbucks Grant– Discussion and Possible Action

A motion was made by Councilman Cain to table this item if there is no supporting documentation, seconded by Councilman Brimage. With a 3-2 vote VW Tax Abatement and Starbucks Grant was tabled. Councilmen Muraira and Pena voted “Nay”.

Freeport Entrance on Brazosport Blvd- Discussion and Possible Action

Councilman Pena said all of the trees are dead, and the lights are not working. Mr. Petty said we received approval from TXDOT on the trees and the lighting. He said we have a landscape permit in place, and will be getting the work done.

Open Meeting Laws - Quorums - Discuss and Possible Action

Councilman Pena said he wants to make sure we understand what the rule is for walking quorums. If I send out an email communicating to City Council and the City Manager, is this a violation of the open quorum law? Chris Duncan said the Open Meeting Law says you cannot have a quorum gathered and deliberate, unless it is in an open meeting, and that notice has been given to the public. If one person sends out information to all city council, this does not violate the rule. But if three council members discuss this among themselves in the email or text, and not in the public, with notice of the meeting, this is a violation.

Open Records Request Process - Discuss and Possible Action

Mayor Bass said that Betty Wells is the Custodian of Records. Ms. Wells, sends Mr. Duncan the PIR to verify that it is a proper form, not vague, and does not need AG opinion. He said it has been the process for the last year.

Melanie Oldham spoke to council about her request from February. She said it took over three months because the AG opinion.

Juanita Cardoza thanked the city for the city-wide cleanup. She said there should be transparency on the Investigations that were done on Councilman Brimage and Councilman Pena. She said the tax payers paid for this.

City Trash Service Notices and Ameriwest Contract Modifications- Discussion and Possible Action

A motion was made by Councilman Cain, seconded by Councilman Brimage with a 3-2 vote, motion passed to table City Trash Service Notices and Ameriwest Contract Modifications. Councilmen Pena and Muraira voted "Nay".

WORK SESSION:

Councilman Pena spoke of the firework display put on by the Lions Club, EDC, Brazoria Hispanic Chamber of Commerce and the City. He said it was the biggest firework show in Brazoria County. Councilman Pena spoke of the beach turnout, he said it was well visited. He spoke of the comments on the investigations, and the results. He said it is his understanding this will be provided to the public. He said Mr. Rollerson spoke of the monies owed on water accounts. He said to Melanie Oldham if she would like to help prepare the documents for council she was welcome to. He said to Nicole Mireles, there was a 3-2 vote to remove her from the EDC. Councilman Pena told Aaron and Lucy Ware, that council is doing our best to serve the community. He spoke of the flooding on Ms. Dancy's property. He spoke of the BWA Contract. He said that the billing is sinister, and he is glad that the water department is working to repair this problem. He thanked Mr. Hammonds for speaking of the water waste. Councilman Pena said he will always speak calmly and slowly. He said he has not been here 55 years, but he has been here long enough to see how poorly citizens are treated. He said there will be a special meeting.

Councilman Cain spoke of the pictures of the jogging trail, he said there are some pretty big cracks. Councilman Cain said he wants to make sure there is a program in place to maintain the jogging trail. He said he wants to make sure we are not just throwing money away. Councilman Cain said he is all for Councilman putting items on the agenda. He told Councilman Pena he is correct that this is the first time of tabling the items. But he agrees with Councilman Brimage, there needs to be supporting documentation. We need the opportunity to have an educated decision. He said the more he sees blank, the more he will not discuss and will ask that they be tabled.

Councilman Muraira asked Mr. Petty what is the status on the soccer field lights? Mr. Petty said PO has been issued for the generator, and information sent to the company. He said he has two quotes from electricians and waiting on the third for installation. We should have that tomorrow. Councilman Muraira said you said this at the last meeting you had two quotes. Mr. Petty said the third backed out, so I had to get another. Councilman Muraira said potholes on 9th Street, between Dixie and Yaupon, need to be repaired. He asked about the drain on Ave M. Mr. Petty said it has been fixed. Councilman Muraira said the citizens on Ave N would like to have Children at Play signs put up. He said on North Ave Q and Zapata there is brush and it has been there for a while.

Councilman Brimage had no comment.

Mayor Bass said the heat has done terrible things to the streets. He said at Yellowstone and 288. He said we have to call TXDOT every day, this is something that needs to be taken care of immediately. He said by McDonald's as well. Mayor Bass said AmeriWaste came with a large truck, he said bulk trash was picked up at no charge. Mayor Bass said he went back by and there was more stuff put out.

City Manager Tim Kelty reminded of the City Wide clean up. He said it will be at O.A. Fleming. They will take motor oil, construction debris, trash. This will be from 7:30-11:30. He thanked Councilman Cain for touring the O.A. Fleming building last week, with the architect. Mr. Kelty commended the Public Works Department for removing all the trash from the beach.

Update on reports / concerns from Department heads

Finance Director Cathy Ezell spoke to council about the disconnect process for residential, commercial, or even city council. She said unless there is a billing discrepancy, we will follow the process. She said she just wants to make sure council is aware that the city does have a process in place.

Councilman Pena spoke about the electrician estimates, he said to please send these to him. He thanked staff for the reflectors on the bridge. He said he will be sending a letter to Mr. Kelty regarding the door hangers. Councilman Pena asked Mr. Petty about the sand on the beach, he asked if there is anyway to clear this out some? Mr. Petty said he has an employee that rakes the beach five days a week. He said it is difficult to bring equipment when the beach is full of visitors.

CLOSED SESSION:

A motion was made by Mayor Bass to invite Mr. Kelty and Betty Wells into Closed Session, seconded by Councilman Cain. With all present and voting 5-0, council unanimously approved the motion.

Open Session was closed at 8:29 PM.

Executive Session was closed at 9:17 PM

A motion was made by Councilman Pena to sell both lots, Levee Property and the Division Street ROW for appraised value, for \$71,600. Purchaser must build a house within three years. City has first right of refusal of Division Street Property, at purchase price if sold or transferred. If re-platted into a single lot, the city would obtain the first right of refusal, this would impact the entire property. Seconded by Councilman Cain. With discussion that followed.

Lucy Ware, asked if this would replat the property she already owns. Mr. Duncan said no, the Division Street Property is in two parcels, and you have to build a house within three years. But if you try to sell the Division Street Property by itself, the city has the first right of refusal to purchase the property at the purchase price. He said if you choose to re-plat, and combine all the property into one parcel and do not build a house in three years, then the city has the right to purchase all of the re-platted property, at the purchase price.

There was lengthy discussion.

Lucy Ware said she wants to go through a title company. Chris Duncan said he will prepare a letter and they will have five days to accept the offer. He said the letter will be ready end of business tomorrow.

Mayor Bass called the motion for a vote, with a 4-0 vote council approved. to sell both lots, Levee Property and the Division Street ROW for appraised value, for \$71,600. Purchaser must build a house within three years. City has first right of refusal of Division Street Property, at purchase price if sold or transferred. If re-platted into a single lot, the city would obtain the first right of refusal, would impact the entire property

Adjourn

On a motion by Councilman Cain, seconded by Councilman Muraira, with 4-0 vote, Mayor Bass adjourned the meeting at 9:23 P.M

Mayor, Brooks Bass
City of Freeport, Texas

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 Thursday, July 7, 2022 at 5:30 P.M. at Freeport City Hall, 3rd Floor Training Room, 200 West 2nd Street, Freeport Texas for the purpose of considering the following agenda items:

City Council: Mayor Brooks Bass
Councilman Ward A Jeff Pena
Councilman Ward B Jerry Cain
Councilman Ward C Mario Muraira
Councilman Ward D Troy Brimage

Staff: Tim Kelty, City Manager
Cathy Ezell, Finance Director
Betty Wells, City Secretary
Laura Tolar, GIS
LeAnn Strahan, Freeport Destination Director
Chris Motley, Freeport Fire Chief
Danny Gillchrist, Freeport Interim Police Department Chief
Kacey Roman, Building Official
Lance Petty, Freeport Public Works Director
Brian Dybala, Freeport Municipal Golf Course, Director
Clarisa Molina, Administrative Assistant
David Fernandez, Freeport Police Department
Donna Fisher, Human Resource

Visitors: Shonda Marshall Melanie Oldham
Billy Toomer Jared Barber
Roger Rowe James Carter

Mayor Bass called the Strategic Plan Workshop to order at 5:30 p.m.

WORK SESSION:

City Manager Tim Kelty said the opening prayer.

Finance Director Cathy Ezell spoke of Financial outlook for Fiscal Year 2022-2023.

Department Heads presented their individual Strategic plans to Council

Each Director presented their plans to council.

During presentations Council asked questions and spoke about improving Customer Service, Sidewalk Repair, Infrastructure, and Golf Course.

Councilman Pena said he is excited about the plan, and he wants continued customer service. He said he wants to make sure we help our businesses, and our residents. He thinks some of these projects will help us achieve this. He said the Capital Projects he thinks will help generate revenue, and improve the quality of life.

Councilman Cain, thanked all of staff for the hard work and the presentations. He said customer service is the utmost importance. He spoke of staff for Code and Fire, he said if they need more employees, to ask for them, this will help with customer service. Councilman Cain said the Golf Course is beneficial for the City, and is he anxious to see the design. He said to Mr. Petty, he would like to see the cost to put reflectors on all city owned roads with the yellow stripes, he said these are the most traveled. Councilman Cain said he would still like to see the entrance road to the Park at the boat ramp, widened.

Councilman Muraira said as he sees it, eventually the things that the department heads spoke about will be cut down to what we need. He said the sidewalk program is definitely needed. He said the parks need improvements, he said the levee trail needs to be looked at, and decide if we want to expand it. He said he would like to see more lighting down 2nd Street and 288. He spoke of 5th Street, he said we need to stop passing the bucket. Councilman Muraira said the volleyball court has grass growing, he said this needs to be looked at. He said customer service needs improvement, he personally gets information from the public that they hear employees talking about other individuals.

Mayor Bass said presentation were done very well, he appreciates everyone. He said with infrastructure being addressed his new passion is going to be the Fire Department. He said with 1495 Bridge going down it can cause some problems. He said we will have to do some readjustments.

City Manager discussed some of the projects that have not been completed in this FY. They include the pedestrian bridge on Ave M for \$75,000. The Museum Façade for \$100,000, he said the cost for this has more than doubled. The Landing Project repair, \$30,000 he said the cost for this is now \$65,000. Mr. Kely said the EDC will donate \$35,000 towards this project. Mayor Bass said this may be part of the discussion held at the special meeting to be held at Riverplace with the other projects, he said we will have to check into this.

Adjourn

There was no motion made to adjourn the meeting. The meeting ended at 8:20 PM.

Mayor, Brooks Bass
City of Freeport, Texas

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 Tuesday July 11, 2022 at 6:00 p.m. at the Freeport Police Department, Municipal Court Room, 430 North Brazosport Boulevard, Freeport Texas for the purpose of considering the following agenda items:

City Council: Mayor Brooks Bass
Councilman Jeff Pena
Councilman Jerry Cain
Councilman Mario Muraira
Councilman Troy Brimage Not Present

Staff: Tim Kelty, City Manager
Betty Wells, City Secretary
Chris Duncan, City Attorney
Clarisa Molina, Administrative Assistant
Lance Petty, Public Works Director
Danny Gillchriest, Interim Police Chief
Donna Fisher, Human Resource
Kacey Roman, Building Official
Chris Duncan, City Attorney

Visitors: Melanie Oldham
Sam Reyna
Nicole Mireles
Billy Toomer
Pam Dancy
Wayne Dolcefino
Carter McCormack
Manning Rollerson
Ruben Renobato

Call to order.

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

INVOCATION AND PLEDGE OF ALLEGIANCE:

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

CITIZENS' COMMENTS:

Pam Dancy thanked AmeriWaste and City Staff for the City-Wide Cleanup.

Sam Reyna spoke of the new budget, he said he would like to see the City build a new Community House for the citizens. He said the City was promised this would be rebuilt.

Manning Rollerson spoke of the city wide clean up, he said he missed it but he will be on the next one. Mr. Rollerson said he has sent emails to Council, he said not anyone has replied to him. He said he wants reassurance that he and his family are safe. He spoke of an incident that occurred with a police officer. He said his family is being harassed by the City of Freeport Police Department.

Wayne Dolcefino spoke to council about his PIR that has not been responded to. He said he came here a few weeks ago with hopes of the City of Freeport being open and transparent. He said he has Public Information Requests that have not been responded to, some being as long as four months ago. Mr. Dolcefino said one of the unfortunate things of the act, is the remedy to records being withheld, is to file a criminal complaint against the City Secretary. Mr. Dolcefino said she does not deserve this, it is not her fault. He said it is shameful council does not make people respond to these record request. Mr. Dolcefino said he will be filing the criminal complaint tomorrow, he said he will attempt to include Mr. Pena and Mr. Duncan in the complaint. He said he believes they are the people not producing the records. He said the City Manager should be protecting the City Secretary. He said it is very important that the public know what is going on.

Melanie Oldham spoke on the time frame of PIR, she said Mr. Duncan is the ultimate decider of the release of PIR. She spoke of a letter she received that claims Mr. Duncan solicited charitable donations for his personal charity. Ms. Oldham spoke of lawsuits against the EDC. She asked why the public cannot know.

COUNCIL REGULAR AGENDA

Levy Jog Trail - Discussion and Possible Action

Councilman Pena presented to council Levy Jog Trail, the discussion and possible action. He presented a map of the jog trail, he said the yellow is what has been redone. He said this was budgeted for \$300,000 and we came under budget. He is proposing that we extend the trail by .41 miles. He said we discussed this a few weeks ago, and council wanted three quotes to extend the trail.

A motion was made by Councilman Pena to reroute the jogging trail to a safer passage, seconded by Councilman Muraira.

There was lengthy discussion on this item by council.

Mayor Bass asked if Councilman Pena spoke with the homeowners, this jogging trail will be behind their homes. Councilman Pena said he spoke to a couple.

Councilman Cain said he is ok with extending the jogging trail, but he still wants three quotes.

Public Works Director Lance Petty said he has received two quotes. He said of the two quotes, the lowest quote for the granite he received is \$39,000.00. Councilman Cain said we need to continue with the material we started with but he would really like to get the third quote.

Councilman Pena said this is already in the budget, he said we can put a cap at \$50,000, he asked will we go with the lowest quote? He said when we budgeted \$300,000 we came in way under. He said we got good bids.

Nicole Mireles said early on when this came before council, to get this trail done, she thought it was brought by Councilman Muraira. She asked if Councilman Pena, is Councilman Muraira spokesperson.

Sam Reyna said we do not need to use the same material, he said this is not the right material. The trail is in bad shape already. He said we need to use the money for a new Community House.

Manning Rollerson said this land behind this is part of the park property. He said the cheapest material will be blacktop.

Mayor Bass called the motion for a vote. With a 2-2 vote, the motion failed.

Consideration and Take Possible Action to repeal Interim City Attorney Services from Olson and Olson due to potential conflicts and previous services with City/EDC.

Councilman Pena presented to council for the Consideration and Take Possible Action to repeal Interim City Attorney Services from Olson and Olson, due to potential conflicts and previous services with City/EDC. He said in the last meeting we voted to have Olson and Olson as the interim City Attorney. Councilman Pena said there is a process that did not get played out. He said he wants clarification on this. He said the only parties that are authorized to appoint the city attorney is city council, and why we were not consulted on this. Councilman Pena spoke of Olson and Olson representing the city with the marina deal. Mayor Bass said this was discussed in the last meeting before the contract was signed. Mayor Bass said he thinks they did excellent representation with the marina deal. Councilman Pena asked when we got under contract with Olson and Olson for interim City Attorney? Mr. Kelty said their contract begins on the 15th of this month. Councilman Pena asked if they are acting as interim now. Mr. Kelty said they are not acting as interim. Councilman Pena said Olson and Olson represents the City of Dickinson, and the City of Dayton. He said these are the cities that the previous EDC Director works, and there were lawsuits.

Mr. Dolcefino said Olson and Olson had contacted him regarding an issue with the city. He said that they have represented to him that Mr. Duncan does not call them back.

A motion was made by Councilman Pena for clarification from staff, that Olson and Olson are representing as the City's Interim Attorney's, seconded by Councilman Muraira. With a 3-1 vote motion passed, with Mayor Bass voting "Nay"

A motion was made by Councilman Pena to repeal the Interim City Attorney Services from Olson and Olson due to the potential conflicts, seconded by Councilman Muraira. With a 2-2 vote motion fails.

VW Tax Abatement and Starbucks Grant-Discussion and Possible Action

Councilman Pena presented to council VW Tax Abatement and Starbucks Grant-Discussion and Possible Action. Mayor Bass said that an ordinance had been, and based on that we are working on the agreement. Councilman Pena said his concern is the relevance of the ordinance, since the agreement has changed. Councilman Pena spoke of Starbucks coming to Freeport. He said that the EDC asked for a contract, that Starbucks would be a tenant. And we are here going blind with Volkswagen. He said that he has asked for a contract from a Port Commissioner. Mayor Bass asked if he got them, Councilman Pena said not yet.

A motion was made by Councilman Pena to ask the Port Freeport for contracts that are relevant to the Tax abatement Request to the city, seconded by Councilman Muraira. With discussion that followed.

Mayor Bass said we had a representative here twice. He said we had the potential Tax Abatement Agreement in front of us. We had discussion on it, we have numbers in it. He said we actually agreed, on about four things to be added. We have the valuation of the agreement, it is about \$28.5 million. They are responsible for the cost of all Permits, Water/Sewer, a Showroom, and to not object to any of the appraised values, and reduce the appraised values. To give priority to hiring and training Freeport Residents. Mayor Bass said this is a seven-year agreement.

Councilman Pena said these are good points, but I don't like signing a contract when there is a portion of the contract we don't get to see. Mayor Bass asked if we ask the Port of Freeport, and they say no, will you say forget VW? Councilman Pena said Freeport is worth something, there is value here. He said there has been other information, saying they are already in motion. If this is the case is there still enticement?

Mayor Bass called the vote, with a 2-2 vote the motion failed.

Manning Rollerson said he has a case with Lone Star Legal Aid for Environmental Justice. He said VW needs to produce the legal contract

EXECUTIVE SESSION

Regular Session was closed at 7:00, and council entered into Executive Session.

COUNCIL REGULAR AGENDA:

Executive Session ended at 7:16 PM, and entered back into Regular Session.

Take any action resulting from Executive Session.

Councilman Pena made a motion to immediately terminate City Manager, Tim Kelty, for gross injustices and failures for the City of Freeport, seconded by Councilman Muraira. With a 2-2 vote, the motion failed.

A motion was made by Councilman Pena to suspend City Manager Tim Kelty without pay immediately and appoint Cathy Ezell as Interim City Manager, until further review of the items that were brought up tonight. Seconded by Councilman Muraira. With a 2-2 vote, the motion failed.

Adjourn

On a motion by Councilman Cain, seconded by Councilman Muraira, with a 4-1 vote, Mayor Bass adjourned the meeting at 7:20 P.M. Councilman Pena voted "Nay".

Mayor, Brooks Bass
City of Freeport, Texas

City Secretary, Betty Wells
City of Freeport, Texas



City Council Agenda Items # 4

Title: Consideration and possible action on the appointment of Interim Deputy City Attorney for Prosecution

Date: July 18, 2022

From: Tim Kelty, City Manager

Staff Recommendation: Staff recommends City Council appoint Pat Taylor as interim Deputy City Attorney for Prosecution in City Court for 60 days until a permanent City Attorney can be hired.

Item Summary:

The Freeport City Charter states, 'The City Council shall appoint a duly licensed attorney practicing law, who shall become the City Attorney. The city Attorney or such other attorneys selected by him, with the approval of the City Council, shall represent the City in all litigation. Olson and Olson were appointed under a 60-day agreement as City Attorney. They have recommended Julian "Pat" Taylor to act as Deputy City attorney to prosecute all cases that come before the City Court during the same term.

Background Information: The Freeport Municipal Court is a court of no record. It meets on the 2nd and 4th Wednesday of the Month for regular dockets that include traffic and City code violations, sometimes including jury trials. Prosecution generally requires 3-5 hours per month of the attorney's time.

Mr. Taylor has proposed a cost of \$600 per month for the first 4 hours, and a rate of \$200 per hour for time over 4 hours.

Special Considerations: Mr. Taylor similarly works in tandem with Olson and Olson, in the City of Danbury. He previously worked in this same capacity while Wallace Shaw was City Attorney.

Financial Impact: within budget

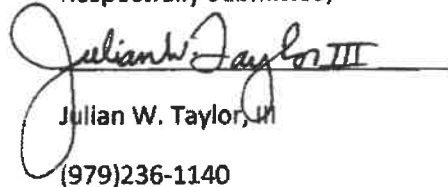
Board or 3rd Party recommendation: Recommended by interim City Attorney Olson and Olson.

Supporting Documentation: Proposal for services from Mr. Taylor, Recommendation from Olson and Olson.

PROPOSED AGREEMENT BETWEEN THE CITY OF FREEPORT AND JULIAN W. TAYLOR, III. FOR THE LATTER TO ACT AS PROSECUTOR IN THE FREEPORT MUNICIPAL COURT FOR A TERM OF 60 DAYS AFTER BEING DULY APPOINTED BY THE CITY COUNCIL OF THE CITY OF FREEPORT AS A DUPUTY CITY ATTORNEY FOR THAT LIMITED PURPOSE:

- (1) First, I agree to fulfill my duties as prosecutor for the Municipal Court in person, by telephone and on the internet, in a diligent manner that complies with Texas Law during said 60 day term;
- (2) Second, in return for performing such prosecutorial work I agree to the following reimbursement by the City: for the first four (4) hours of prosecutor's time during each 30 day period of said 60 day term, that the City of Freeport shall pay me a flat \$600.00 retainer fee, and for any additional documented prosecutor's time above said four (4) hours during each 30 day period of said 60 day term - that the City shall reimburse me at the rate of \$200.00 per hour to be billed in 1/10th of an hour increments (i.e. 6 minute increments).

Respectfully Submitted,


Julian W. Taylor, III
(979)236-1140

P.O. Box 3073, Freeport, TX 77542



City Council Agenda Items # 5

Title: Consideration and possible action approving proposed Resolution of re-appointment for the open position on the Senior Citizen Commission.

Date: July 18, 2022

From: Tim Kelty, City Manager

Staff Recommendation:

Staff recommends selection of Ms. Crosby and the approval of the proposed resolution to re-appoint her to serve on the Senior Citizens Commission.

Item Summary:

Terms expired on May 31, 2022 on the Senior Citizens Commission, there is still one vacant position. At the time of this memo the city has received an application from Diane Crosby who is interested in continuing to serve on this Board.

Board members are appointed to fulfill 2-year terms and serve at the pleasure of City Council. Members may be removed at any time and for any reason as voted on by the majority of City Council.

Background Information: None

Special Consideration: Additionally, the City has the Library Board as well as the Parks and Beautification Committee. Those Boards are supposed to be comprised of 7 members each. At this point we fell far short of applicants for either of these board, even to have a quorum

Financial Impact: None

Supporting Documentation: Resolutions for the appointment. Application received from Ms. Crosby.

RESOLUTION NO. 2022-2755

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING A QUALIFIED PERSON(S) TO THE FREEPORT SENIOR CITIZENS BOARD OF THE CITY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, the term of office of the Dolores Knox, and Valerie Crosby Board Members of the Freeport Senior Citizen Board of the City of Freeport, Texas ("the City") has expired;

WHEREAS, the term of appointments of the above-board members terminates on May 31, 2022;

WHEREAS, the City Council of the City desires to appoint the below named qualified person(s) as member(s) of said board of members.

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

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints the following named qualified person(s) to the Freeport Senior Citizen Board of the City for a term of two (2) years which expires on May 31, 2024, and until a successor for such person shall have been appointed and qualified, to-wit.

SECTION TWO (2): DUTIES

The above-named appointee shall perform all of the duties imposed on members of the Freeport Senior Citizen Board of the City by law.

SECTION THREE (3): OATH OF OFFICE

Before engaging in the performance of the duties of office, appointee shall take the Oath of Office as required by law.

READ, PASSED AND ADOPTED this ____ day of _____, 2022.

Brooks Bass, Mayor
City of Freeport, Texas

ATTEST: _____
Betty Wells, City Secretary
City of Freeport, Texas



City Council Agenda Item # 6

Title: **Public Hearing** and Consideration and possible action on an Ordinance regulating the inspection of commercial non-residential buildings and establishing a fee for the permit and inspection.

Date: July 18, 2022

From: Kacey Roman, Director of Building & Code

Staff Recommendation:

Staff recommends approval of this ordinance following a public hearing.

Item Summary:

This ordinance establishes guidelines regarding the inspection of commercial non-residential buildings and surrounding properties to determine compliance with City Zoning Requirements and application of code regulations relating to safety.

It requires a business to obtain a permit and schedule an inspection prior to opening for business.

This item has been discussed by City Council at two previous regular meeting with another public hearing being held on June 20th. Council asked that this item be re-agender for this meeting with a second public hearing.

Background Information:

The City of Freeport has adopted a comprehensive Zoning Ordinance, which designates the types of businesses allowed for development and operation in the specific zones. The permit and inspection established by this ordinance will help identify local business operations and their use, and aide business owners in determining if the business use is allowed in their prospective area. It is our intention to educate the owners before they make a large investment in an area that might not be zoned for their intended use. This inspection will also allow any hazardous conditions to be identified and corrected before allowing occupancy of the building.

Special Considerations:

The City has conducted courtesy inspections up to this point, but there has been no legal requirement to allow inspections until a Change of Occupancy.

Financial Impact:

The City will charge a \$35 inspection fee for the permit, inspection, and approvals.

Board or 3rd Party recommendation: None

Supporting Documentation: Ordinance attached.

ORDINANCE NO. 2022-2668

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS CONTAINING A PREAMBLE; ADDING CHAPTER 126 OF THE CODE OF ORDINANCES OF SAID CITY, COMMERCIAL BUILDING INSPECTIONS AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS DESCRIPTIVE CAPTION HAS BEEN PUBLISHED TWICE IN THE BRAZOSPORT FACTS.

WHEREAS, Title XI of the Code of Ordinances of the City of Freeport, as amended, establishes and regulates commercial businesses within the city to protect the health, safety, welfare and good order of the City and its inhabitants; and

WHEREAS, Title XI should be amended, adding Chapter 126 to establish assure that new businesses comply with zoning and safety code regulations; and

WHEREAS, the City Council finds that the addition of Chapter 126 will protect the health, welfare, and safety of the visitors and occupants of commercial buildings and the public at large.

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

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

SECOND, the following ordinances shall be created as Chapter 126 of the Code of Ordinances of the City which is hereby revised with the specific items set forth below to read as follows:

COMMERCIAL BUILDING INSPECTIONS

Section 126.01 – Commercial Non-Residential Inspections

It shall be unlawful for a person to conduct business in a commercial, non-residential building without prior approval by the city code official, after inspection. This Section applies to conduct of business under the following circumstances:

1. Changes ownership of the building;
2. Change of tenant in the building;
3. Change of the business type;
4. Continuance of previous use after interruption of 6 months or more.

Section 126.02 – Submission of Application

The building owner or the tenant must submit an application and pay the application fee to the city code official requesting an inspection, and receive post inspection approval, prior to conducting business in a commercial non-residential building. The application shall be in the form established by the city code official to determine the specific description of the nature of the business, in order to determine compliance with the city zoning requirements. The application fee will be \$35.00 or as amended and contained in the city's Master Fee Schedule.

Section 126.03 – Nature of Inspections

The city code official shall inspect the commercial non-residential building and its surrounding property to determine compliance with city zoning requirements and application of code regulations relating to safety.

Section 126.04 – Certificate of Occupancy

Nothing in this Section changes or affects the requirements for a certificate of occupancy based on change of occupancy under the international codes adopted by the City or other ordinances contained in the city's code of ordinances.

Section 126.05 – Punishment

Any person violating this section shall be guilty of a misdemeanor and upon conviction therefor, shall be fined not to exceed \$500 each day any such violation continues or occurs, which shall constitute a separate offense.

THIRD, it is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final

judgement or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

FOURTH, all Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

FIFTH, this ordinance shall take effect and be in force from and after the descriptive caption of this ordinance has been published twice in the Brazosport Facts.

READ, PASSED AND ADOPTED this ____ day of _____, 2022.

**Brooks Bass, Mayor,
City of Freeport, Texas**

ATTEST:

APPROVED AS TO FORM ONLY:

**Betty Wells, City Clerk,
City of Freeport, Texas**

**David Olson, Interim City Attorney,
City of Freeport, Texas**



City Council Agenda Items # 7 & 8

Title: **Public Hearing** and Consideration and possible action on approval of Ordinance 2022-2667, Authorizing a Tax Abatement Agreement between the City of Freeport and PRP KDC Freeport Development LLC.

Date: July 18, 2022

From: Tim Kelty, City Manager

Staff Recommendation: Staff recommends approval of the Ordinance following public hearing.

Item Summary:

This item is to conduct a public hearing on, and reconsider a request for a tax abatement from PRP KDC Freeport Development LLC in regards to their development of a 147-acre site for the location of a port of entry location for automobile processing with Volkswagen Group of America(VWGoA).

The Project includes the construction of \$28.5 million of above ground improvements (exclusive of sitework), and resulting in the creation of 113 total new employees at the site including 14 direct permanent employees of VWGoA and 99 employed by their 3rd-party logistics provider.

A 100% abatement of those improvements for 7 years has been recommended by the Freeport EDC and is included in the proposed agreement.

The four specific items previously discussed and requested by City Council have been included in the abatement agreement attached for consideration.

Proper notice has been given for reconsideration of this Tax abatement Request.

Background Information:

Council previously conducted a public hearing, considered, and took action on Ordinance 2022-2667 at a special meeting on May 26, 2022. On June 7th, following that meeting, then City Attorney Chris Duncan emailed that *"The VW Tax Abatement Agreement and Ordinance must be set for another public hearing after 30-days' notice for reconsideration. ... The previous action by Council on May 26, was void and ineffective. Council passed the ordinance at a **special meeting** rather than a regularly scheduled meeting [as required by state law]. We need to schedule consideration of this matter at a regular meeting and provide 30-days' notice of the public hearing and meeting."*

Special Considerations: At the time of this writing, PRP KDC Freeport Development LLC nor VWGoA have signed contracts regarding this project with the Port of Freeport.

Tax abatement for the project by other taxing entities for the property (excluding the ISD, which is prohibited) is waiting for and contingent upon City of Freeport action.

Financial Impact: At the City's current tax rate of .60 this abatement equates to \$171,000 per year in potential future revenue if the project happens. It is anticipated that this project will have at least a 30-year impact on City ad valorem revenues, and will have an immediate positive impact on Sales Tax revenues as the hundreds of workers expected to be working on site during construction begin work.

Board or 3rd Party recommendation: The Freeport EDC voted unanimously to recommend a 7-year 100% abatement.

Supporting Documentation: Ordinance and Tax Abatement agreement.

ORDINANCE NO. 2022-2667

AN ORDINANCE APPROVING AND AUTHORIZING A TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF FREEPORT, TEXAS, AND PRP KDC FREEPORT DEVELOPMENT LLC, FOR PROPERTY LOCATED WITHIN THE CITY OF FREEPORT REINVESTMENT ZONE 2022-1; CONTAINING FINDINGS AND OTHER PROVISIONS RELATED TO THE SUBJECT.

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

Section 1. That the City Council hereby approves and authorizes the contract, agreement, or other undertaking ("Agreement") described in the title of this Ordinance, in substantially the form of the document attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute the Agreement described in the title of this Ordinance and all related documents on behalf of the City of Freeport and to take all actions necessary to effectuate the City's intent and objectives in approving the Agreement in the event of changed circumstances. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 2. That the City Council hereby finds that the terms of the Agreement authorized by this Ordinance meet the guidelines and criteria of Resolution 2020-2636 relating to tax abatement; that the property subject to abatement under the Agreement authorized by this Ordinance lies within the City of Freeport Reinvestment Zone 2022-1, a designated reinvestment zone authorized by Chapter 312 of the Texas Tax Code and Ordinance 2022-2665 that this Agreement will result in no substantial potential adverse effect on the provision of City services or the tax base; and that the proposed use of the facility to provide automobile import, transportation, and services within the automotive industry will contribute to the economic development of the City.

Section 3. That the City Attorney is hereby authorized to take all actions necessary to enforce all legal obligations under such contracts, agreements, or other undertakings without further authorization from the City Council.

Section 4. That this Ordinance shall be passed finally and take effect immediately upon its passage and execution by the Mayor and City Secretary.

PRESENTED AND PUBLIC HEARING held on the 18th day of July, 2022;

READ, PASSED AND ADOPTED on the 18th day of July, 2022.

Brooks Bass, Mayor,
City of Freeport, Texas

ATTEST:

APPROVED AS TO FORM ONLY:

Betty Wells, City Clerk,
City of Freeport, Texas

City Attorney,
City of Freeport, Texas

TAX ABATEMENT AGREEMENT

This **TAX ABATEMENT AGREEMENT** ("Agreement") is made by and between **the CITY OF FREEPORT, TEXAS**, a municipal corporation and home-rule city ("City"), and **PRP KDC FREEPORT DEVELOPMENT LLC** a limited liability corporation, authorized to transact business in the State of Texas ("the Company"). The City and the Company may be referred to singularly as "Party" and collectively as the "Parties." Capitalized terms have the meanings defined in the first section of this Agreement.

RECITALS

WHEREAS, the creation and retention of job opportunities, expanded property tax base, and diversifying the local economy, in the City is paramount to the City's continued economic development; and

WHEREAS, in accordance with the requirements of Resolution 2020-2636, setting forth the City's tax abatement guidelines and criteria, the Company desires to construct and operate, an automobile processing facility that shall include a mix of uses that may include office space, warehouse, automobile repair, automobile modification and automobile storage and transportation; and

WHEREAS, the proposed Facility site is located on a 147.09 acre lease tract John G. McNeel ½ League, Abstract No. 335 and Concepcion Areola Survey, Abstract No. 142 Brazoria County, Texas, within the City of Freeport more fully described in Exhibit 1; and

WHEREAS, the City Council finds that it is reasonably likely that this Agreement will contribute to the retention, expansion, and creation of primary employment and will attract major investment in the Zone that would be a benefit to property within the Zone and that would contribute to the economic development of the City; and

WHEREAS, the City Council finds that the Improvements are practical and are of benefit to the area within the Zone and to the City; and

WHEREAS, the City Council finds that there will be no substantial potential adverse effect on the provision of City services or on the tax base caused by this Agreement; and

WHEREAS, the Company has represented that the Improvements will be designed, constructed and installed in the Facility according to all applicable federal, state, and local environmental regulations; and

WHEREAS, the City Council finds that the terms of this Agreement meet the applicable requirements of Resolution 2020-2636; and

NOW, THEREFORE, for and in consideration of the premises and mutual promises stated herein, the Parties agree as follows:

1. Definitions

As used in this Agreement, the following capitalized terms shall have the meanings assigned to them below, unless otherwise defined or the context clearly requires otherwise.

"Abated Property" means improvements to the following types of property made subsequent to the Base Year of this Agreement: buildings, structures, fixed machinery and equipment, site improvements, office space and related fixed improvements necessary to the operation and administration of the Facility.

"Abatement Period" means the seven (7) year time period that begins on the Effective Date of Abatement.

"Agreement" means this Tax Abatement Agreement between the City of Freeport and PRP KDC FREEPORT DEVELOPMENT LLC.

"Agreement Effective Date" means the date upon which City Council approves this Agreement.

"Base Year" means the calendar year beginning on January 1, 2022.

"Base Year Value" means the assessed value of eligible property on January 1 preceding the execution of the agreement plus the agreed upon value of eligible property improvements made after January 1, but before the execution of the agreement.

"BCAD" means the Brazoria County Appraisal District.

"City" means the City of Freeport, Texas.

"City Council" means the City Council of the City of Freeport, Texas.

"Code" means the Code of Ordinances of the City of Freeport, Texas, as amended.

"Director" means any person who may be designated in writing by the Mayor to perform the functions delegated to the Director in this Agreement, but only for so long as the designations remain in effect.

"Effective Date of Abatement" means January 1 immediately following the date upon which the project construction passes final inspection by the City and its certificate of occupancy is issued by the City.

"Eligible Property" means real property located in the Zone that meets the criteria of the City's tax abatement guidelines and criteria.

"EXHIBIT 1" attached to this Agreement and made a part hereof includes a legal description and a map of the Zone.

"EXHIBIT 2" attached to this Agreement and made a part hereof identifies the layout of the improvements within the Zone.

"EXHIBIT 3" attached to this Agreement and made a part hereof describes the Abated Property.

"EXHIBIT 4" attached to this Agreement and a part hereof describes the Project Summary.

"Facility" means the improvements constructed for the project.

"Improvements" means buildings, structures, fixed machinery and equipment, site improvements, office space and related fixed improvements necessary to the operation and administration of the Facility, and tangible personal property that are developed, constructed, or installed in the Zone by or on behalf of the Company and its affiliates subsequent to the Agreement Effective Date. City Secretary to insert ordinance number and date adopted by City Council.

"Permanent Employee" means an individual who is an employee of the Company or its affiliates, who works a minimum of 35 hours in a seven-day period, and reports to work in the reinvestment zone, excluding any contract employee, seasonal employee or part-time employee.

"Contract Employee" means an individual, who is an employee of an independent contractor, works a minimum of 35 hours in a seven-day period, and reports to work in the reinvestment zone.

"Real Property" means the land in the Zone and all improvements existing prior to the Agreement Effective Date. The Real Property is more specifically described on EXHIBIT 1.

"Recapture" means the City's reclamation and recovery of tax abatement funds from the Company due to the Company's failure to meet or be in compliance with the hiring goal for any applicable year.

"Tax Code" means the Texas Tax Code, as amended

2. Authorization

This Agreement is authorized by Resolution 2020-2636, which establishes the property tax abatement program for properties in designated reinvestment zones, and by the Ordinance.

3. Property

The taxable real property to be improved under this Agreement is located on a 147.09 acre lease tract John G. McNeel ½ League, Abstract No. 335 and Concepcion Areola Survey, Abstract No. 142 Brazoria County, Texas, within the City of Freeport more fully described in Exhibit 1 attached hereto and made a part hereof for all purposes.

4. Representations and Warranties

(a) The Company represents that it is lessee or shall be lessee of the taxable improvements on the real property and shall have the legal responsibility for payment of all taxes assessed on said improvements. If the Company is not a lessee of the taxable improvements on the real property and does not have the legal responsibility for payment of all taxes assessed on said improvements on the earlier date of Effective Date of Abatement or 90 days from the date from the Agreement Effective Date then this Agreement shall automatically be null, void, and of no further effect.

(b) The Company represents that the execution and delivery of this Agreement has been duly authorized by all requisite actions of its partners that are necessary for it to have force and effect and that the person signing this Agreement on behalf of the Company has been and is authorized to do so.

(c) The Company represents and warrants that construction or installation of the Improvements described in EXHIBIT 3 will begin within 90 days of the Agreement Effective Date.

(d) The Company represents that, to the best of the knowledge of any employee of the Company who has participated in the negotiation or internal analysis of this Agreement, no interest in the Real Property or the Improvements is held or leased by a member of the City Council.

(e) The Company represents and warrants that it will build invest a minimum of \$28,500,000.00 in constructing and installing the above-ground (exclusive of dirt work) Improvements in the Zone by December 31, 2023.

(f) The Company represents and warrants that on or before 6 months following the Effective Date of Abatement, the Company, its Affiliates, and its Affiliate's 3rd-Party Logistics Provider(s) and/or tenants or subtenants, collectively will employ, and will continue to employ throughout the Abatement Period, at least 113 total employees in the Zone with a minimum of 14 being Permanent Employees.

(g) The Company has demonstrated that the tax abatement incentive is critical to the development of this project and without such incentive, the project is not financially feasible.

(h) The Company represents and warrants that it will operate the Facility as described in EXHIBIT 3.

(i) The Company represents and warrants that the Improvements will be constructed, installed, and operated in accordance with all applicable federal, state, and local environmental laws and regulations.

(j) This Agreement may be amended to include additional Real Property to the Zone, subject to the approval of the Freeport City Council.

(k) This agreement may be amended to provide additional years of abatement resulting from additional consideration of action offered by the company that advances the economic needs of the City.

5. Terms of the Agreement

(a) The Company shall cause the Improvements to be developed, constructed and installed substantially in conformity with the description, plans, and specifications described in EXHIBIT C and applicable provisions of the City of Freeport Building Code ("Building Code"). In case of any conflict between EXHIBIT C and the Building Code, the Building Code shall prevail. In addition, during the Abatement Period, the Company shall comply with the City Code of Ordinances, if applicable regarding platting regulations, and all other laws and regulations applicable to the construction and installation of the Improvements.

(b) The Company shall allow the City reasonable access to records verifying any term of the Agreement, as defined and described in this Section, to ensure compliance with the Agreement.

(c) Upon completion of the construction and installation of the Improvements, the Company shall use the Facility or cause the Facility to be used for the proposed uses specified in this paragraph during the Abatement Period; provided, however, the Director may approve a change from those proposed uses, if the Director determines that the change is consistent with Resolution 2020-2636 and with the City's general purpose of encouraging development or redevelopment of the Zone during the Abatement Period. The proposed use of the Facility (unless the Director approves a change in use) is to create an automobile processing facility that shall include a mix of uses that may include office space, warehouse, automobile repair, automobile modification and automobile storage and transportation.

(d) The Company shall maintain the Improvements in accordance with applicable City codes throughout the Abatement Period.

(e) The Company shall allow City employees to have access to the Facility for the purpose of inspecting the Improvements to ensure that the Improvements are completed, installed, and maintained in accordance with the terms of this Agreement. All inspections will be made only after giving the Company at least twenty-four (24) hours advance notice and will be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the Facility. All inspections will be made with one (1) or more representatives of the Company and in accordance with the Company's safety and security procedures. The above shall not act as a limitation on the City's ability to otherwise perform any inspections or to otherwise enter the Facility pursuant to the Code, the Building Code, or otherwise.

(f) The Company shall provide and cause its affiliates to provide City employees reasonable access to any relevant records requested and necessary for the purpose of conducting an audit of the Facility to ensure compliance with this Agreement. Any such audit shall be made only after giving the Company at least seven (7) days advance notice and will be conducted in such a manner as to not unreasonably interfere with the operation of the Facility. Documents and materials provided by the Company or its affiliates to the City in connection with any audit or other

inspections under this Agreement which contain information that is, or which themselves are, confidential or proprietary to Company shall not be removed from the Facility nor shall the information contained in them be used or disclosed by the City other than for the sole purpose of determining the Company's compliance with the terms and conditions of this Agreement, unless disclosure is otherwise required by state or federal law. In the event that the City receives any request for information pursuant to the Texas Open Records Act or similar provision of federal law, the City agrees to promptly give the Company notice of that request. If the Company, for itself or one or more of its affiliates, advises the City that it believes that the right of the City to withhold said information from disclosure is allowed by the Texas Open Records Act or other applicable state or federal statute, rule or regulation, the City agrees to withhold the information or to immediately request an opinion from the Texas Attorney General or other appropriate public official with authority under law to render such decision on the right of the City to withhold said information. If the decision rendered is to the effect that disclosure is not required to be made, then the City agrees to withhold disclosure of said information unless thereafter authorized by the Company to be disclosed. The City agrees that during any period after request but before the rendering of a decision by the Texas Attorney General or other appropriate public official regarding the obligation of the City to make disclosure of information deemed confidential, proprietary or both by the Company, it will not disclose the requested information unless ordered to do so by a court of competent jurisdiction.

(g) The Company shall not assign this Agreement without the written approval of the City Council, which approval shall not be unreasonably withheld. If the proposed assignee is an affiliated entity of the Company, then the City Council may consent to the assignment if the Company is in compliance with all terms of this Agreement. In addition, any assignment must comply with the provisions of Resolution 2020-2636.

(h) Not later than February 1st of each year during the Abatement Period, the Company shall provide the Director and the Chief Appraiser of BCAD a statement of the number of Permanent Employees and Contract Employees the Company and its affiliates collectively employ in the Zone. The employee count submitted shall correspond to the employee count reported by the Company and Contractors in its "Employer's Quarterly Report" to the Texas Workforce Commission, excluding employees of the Company's tenants and subtenants. The employee count submitted by the Company shall be used to determine abatement eligibility for that year and be subject to audit, if requested by the Director. The Company, if requested by the Director, shall have an independent audit prepared of the employment/employee count documentation and shall submit the audit to the Director for use in complying with the requirements of this subsection.

(i) This Agreement may be amended at any time upon the mutual written consent of all Parties hereto subject to approval by the City Council.

(j) Not later than April 15th or such other date as required by BCAD, whichever date is earlier, of each year during of the Abatement Period, the Company shall file the appropriate form with BCAD to qualify for the tax abatement granted under this Agreement for that year. In addition, not later than April 15th or such other date as required by BCAD, whichever date is earlier, of each year during the Abatement Period, the Company shall render to BCAD the value of all taxable

personal property, including the tangible personal property included in the Improvements, located in the Zone on the preceding January 1st.

(k) On or before January 1st of each year the Agreement is in effect, the Company shall provide the Director a sworn statement that includes a delineation of the number of permanent employees and contract employees of the Company and its affiliates as of the immediately preceding December 1st, who report to work in the Zone at each site covered by the Agreement.

(l) Commencing January 1, 2024, and on or before January 31st of each subsequent year during the Abatement Period, the chief financial officer, or equivalent, of the Company shall provide the Director a sworn statement that the Company is and has been in compliance with all provisions of this Agreement in the prior year.

(m) A chief financial officer, or equivalent, of the Company who cannot make the sworn statement required by paragraph (l) above on any January 1st shall provide the Director with a written statement identifying any provision of the Agreement with which the Company is not or has not been in full compliance.

(n) Failure by the chief financial officer, or equivalent, of the Company to timely provide the Director with either the sworn statement required by paragraph (l) above or the statement required by paragraph (k) above will result in automatic default under this Agreement for which no notice of default or opportunity to cure shall be required.

(o) The Company shall have the option and right at any time during the Abatement Period, to give the City written notice (a "Termination Notice") that the Company has elected to terminate this Agreement and its right to tax abatement on the Improvements effective as of the year in which the Termination Notice is given by the Company; provided, however, at the time the Termination Notice is given by the Company, no event of default shall exist which has not been cured. Upon the giving of a Termination Notice by the Company and subject to the proviso of the preceding sentence, this Agreement and all rights and obligations of the Parties shall cease and terminate and the Company shall not be entitled to any tax abatement pursuant to this Agreement for the year in which the Termination Notice is given by the Company and for all years remaining in the Abatement Period.

(p) The Company agrees that during the period of Abatement, and for 7 years following the abatement period, that neither it nor its affiliates shall file a protest with the BCAD regarding the assessed value as determined by BCAD for the facility.

(q) The Company agrees that it shall be responsible for design and construction of all utility improvements necessary to support the facility, and will be responsible for paying all common connection and usage charges adopted by the city for utilities consumed by the facility.

(r) The City and the Company recognize the value of a local workforce, and the Company agrees to develop and implement policies and procedures that will affirmatively further the goals of encouraging a workforce that resides within the city limits of Freeport, and will provide the city with documentation of those policies and initiatives on an annual basis that address this goal.

(s) The City recognizes the positive impact on the city having the Company's affiliate develop the facility in the city of Freeport. The Company desires to be a positive corporate partner to the city and will showcase its affiliate's product in a prominent and meaningful way to demonstrate and emphasize its presence.

6. Tax Abatement

(a) The Base Year Value is \$393,210

(b) In consideration of the Company's commitment to invest at least \$28,500,000.00 in the above-ground Improvements (exclusive of dirt work) in the Zone, the City agrees to grant the Company a one hundred percent (100%) abatement of the ad valorem taxes on the Improvements in the Zone during the Abatement Period. The Abatement Period begins on the Effective Date of Abatement. In no case shall the Abatement Period, inclusive of the construction period for later phases, exceed ten (10) years from the Effective Date of Abatement.

(c) From the Agreement Effective Date to the Effective Date of Abatement, ad valorem taxes levied on ineligible property, as that term is defined in Resolution 2020-2636 including the Real Property, shall be fully payable.

(d) From the Effective Date of Abatement to the end of the Abatement Period:

(1) Ad valorem taxes levied on "ineligible property," as that term is defined in Resolution 2020-2636, including the Real Property, shall be fully payable.

(2) Ad valorem taxes levied on the Base Year Value of "eligible property," as that term is defined in Resolution 2020-2636, shall be fully payable.

(e) Property within the Zone this is owned or leased at any time during the term of the Agreement by a member of the city council is ineligible and excluded from tax abatement.

7. Default and Recapture

(a) Events of Default

The Company shall be in default under this Agreement if any of the following occur at any time from the Agreement Effective Date until the expiration of the Abatement Period or such earlier date on which this Agreement may otherwise expire or otherwise be terminated:

(1) The Facility is completed and is occupied, but subsequently is wholly vacated or abandoned for any reason other than the occurrence of a fire, explosion, or other casualty or accident or natural disaster;

(2) The Company fails to timely comply with job creation, investment or payment requirements stated in this Agreement;

- (3) The Company fails to timely comply with any material term of this Agreement;
- (4) The Company fails to timely file any required report or statement or to give any required notice pursuant to this Agreement; or
- (5) Employees or designated representatives of the City determine pursuant to an inspection that the Company has not complied with this Agreement.

(b) Events of Recapture

(1) The Company and its affiliates and/or tenants or subtenants, collectively fail to meet the Employee hiring goal of at least 113 total employees in the Zone with a minimum of 14 being Permanent Employees on or before 6 months following the beginning of the Effective Date of Abatement, or any time during the abatement period temporarily fall below the above employee numbers by more than 90% of total Permanent or Contract Employees for a period exceeding 90 days, as represented and warranted under Section 4(f) of this agreement;

(c) Notice

(1) If the Director determines that an event of default has occurred, the Director shall notify the Company in writing at the address stated in the Agreement, and if the condition of default is not cured within thirty (30) days from the date of the notice, then the City may take any one or more of the following actions set forth in Section 7(e) of this Agreement; provided, however, that the City shall only be required to give a thirty (30) day notice of default for failure to comply with job creation or investment requirements. The Company's failure to comply with job creation or investment requirements is an "incurable default". Within such thirty (30) day notice period, the Company shall be entitled to question the accuracy of the City's determination of the incurable default but shall not be entitled to cure the default. After the thirty (30) day notice period, if the City concludes that its determination of the incurable default is correct ("noticed incurable default"), then the City shall be entitled to pursue any one or more of the remedies set forth in Section 7(e) of the Agreement.

(2) If the Company is in default of this Agreement, the Company shall notify the City within thirty (30) days of the default and if the default is one that can be cured hereunder, (and is not an incurable default), such default shall be cured within thirty (30) days following the date of the notice of default. If the Company fails to cure the curable default within such thirty (30) day period, then the City may pursue any one or more of the remedies listed in Section 7(e) of this Agreement.

(d) Cure

1) In curing an event of default based on any of the items set forth in Section (a) of this Agreement, and assuming the event of default is curable and is not an "incurable default", the Company shall provide sufficient evidence to the Director that the default has been cured within sixty (60) days following the date of the notice of default. Sufficient evidence shall include the providing of the information not timely provided and/or providing evidence of the completion of

the act(s) not timely performed. The City shall have the right to ask for additional information to confirm the adequate cure of any default.

e) City Remedies for Default and Recapture

(1) In the event of a noticed Incurable Default or a curable default which has not been cured after notice and an opportunity to cure was given, no tax abatement shall be allowed for the calendar year in which the default occurs (and thereafter) and the City shall have the right to pursue any one or more of the following remedies: terminate the Agreement; terminate the Company's right to any future abatement under the Agreement without terminating the Agreement; pursue any and all remedies allowed under the Agreement; and pursue any and all remedies allowed under Texas law.

2) In addition to the foregoing, in the event of a noticed Incurable Default or a curable default which has not been cured after notice and an opportunity to cure has been given, the City, in its sole discretion, may recover all or any part of the taxes abated at any time under the Agreement. The Company shall pay to the City all such previously abated taxes within thirty (30) days of the City's written demand therefor. Any taxes or economic incentive not paid timely shall bear interest at the rate of twelve percent (12%) annually.

3) If the Company and its affiliates and/or tenants or subtenants, collectively fail to meet the hiring goal as represented and warranted under Section 4(f) of the Agreement, then the City shall recapture ten percent (10 %) of the taxes abated per fifteen-employee (15- employee) shortfall up to a maximum recapture amount of fifty percent (50%) of the taxes abated.

4) Notwithstanding the foregoing, the Director and the City Attorney are hereby authorized to negotiate and enter into amendments and revisions to the Agreements under which there are noticed Incurable Defaults or curable defaults which have not been cured after notice and opportunity to cure has been given. In the foregoing circumstances, the Parties are also authorized to negotiate and enter into any other and further agreements they determine best protect the City's interests.

f) City's Right to Recover

(1) The City's right and authority to pursue any default and to recover abated taxes granted under this Section 7 shall survive the amendment, revision, expiration, or termination of this Agreement.

8. Administration

(a) The Chief Appraiser of BCAD shall annually determine the taxable value of the Improvements listed in EXHIBIT 3. Each year, the Company shall furnish the City with such information as may be necessary for calculating the amount of tax abatement granted under this Agreement. Once the taxable values of the Improvements have been established and the amount of the tax abatement calculated, the Chief Appraiser of BCAD shall notify the affected jurisdictions that levy taxes on the Improvements of the amounts of the taxable values of the Improvements.

(b) Upon completion of construction or installation of each phase of Improvements, the Director shall annually evaluate the Facility to ensure compliance with this Agreement and prepare a report of any violations of this Agreement.

9. Compliance with Applicable Government Regulations

Except as specifically provided herein, nothing in this Agreement shall be construed to alter or affect the obligation of the Company to comply with any ordinance, rule or regulation of the City, or the laws and regulations of the State of Texas and the United States.

10. Merger

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence, and preliminary understandings between the Parties and others relating hereto are superseded by this Agreement.

11. Notices

All notices shall be in writing and unless hand-delivered, shall be sent by U.S. Mail certified, return receipt requested. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the Company: PRP KDC Freeport Development, LLC
Scott Ozymy, Executive VP/CIO
8115 Preston road, Suit 700
Dallas, Texas 75115

To the City:
City of Freeport
City Manager/Mayor
200 W. Second Street
Freeport, Texas 77541

Each Party may designate a different address by giving the other Party written notice ten (10) days in advance of such designation.

This Agreement has been executed by the Parties in multiple originals, each having full force and effect.

CITY OF FREEPORT, TEXAS

PRP KDC Freeport Development LLC

By: _____
Brooks Bass, Mayor
Mayor
Freeport Texas

By: _____

Attest: _____
Betty Wells, City Secretary

Date signed: _____

Date signed: _____

**EXHIBIT 1
LEGAL DESCRIPTION OF PROPERTY**

**EXHIBIT 2
BOUNDARY MAP OF PROPERTY**

**EXHIBIT 3
ABATED PROPERTY**

**(INSERT COPY OF BUILDING PLANS, FOOTPRINT, BUILDING/PARKING ETC AND A
DESCRIPTION OF EACH AREA OF USE.**

**EXHIBIT 4
PROJECT SUMMARY**

TAX ABATEMENT AGREEMENT

This **TAX ABATEMENT AGREEMENT** (“Agreement”) is made by and between **the CITY OF FREEPORT, TEXAS**, a municipal corporation and home-rule city (“City”), and **PRP KDC FREEPORT DEVELOPMENT LLC** a limited liability company, authorized to transact business in the State of Texas (the “Company”). The City and the Company may be referred to singularly as “Party” and collectively as the “Parties.” Capitalized terms not otherwise defined herein have the meanings defined in the first section of this Agreement.

RECITALS

WHEREAS, the creation and retention of job opportunities, expanded property tax base, and diversifying the local economy, in the City is paramount to the City’s continued economic development; and

WHEREAS, in accordance with the requirements of Resolution 2020-2636, setting forth the City’s tax abatement guidelines and criteria, the Company desires to construct and lease an automobile processing facility that shall include a mix of uses that may include office space, warehouse, automobile repair, automobile modification and automobile storage and transportation; and

WHEREAS, the proposed Facility site is located on part of a 147.09 acre lease tract John G. McNeel ½ League, Abstract No. 335 and Concepcion Areola Survey, Abstract No. 142 Brazoria County, Texas, within the City of Freeport more fully described in Exhibit 1 (the “Zone”); and

WHEREAS, the City Council finds that it is reasonably likely that this Agreement will contribute to the retention, expansion, and creation of primary employment and will attract major investment in the Zone that would be a benefit to property within the Zone and that would contribute to the economic development of the City; and

WHEREAS, the City Council finds that the Improvements are practical and are of benefit to the area within the Zone and to the City; and

WHEREAS, the City Council finds that there will be no substantial potential adverse effect on the provision of City services or on the tax base caused by this Agreement; and

WHEREAS, the Company has represented that the Improvements will be designed, constructed and installed in the Facility according to all applicable federal, state, and local environmental regulations; and

WHEREAS, the City Council finds that the terms of this Agreement meet the applicable requirements of Resolution 2020-2636; and

NOW, THEREFORE, for and in consideration of the premises and mutual promises stated herein, the Parties agree as follows:

1. Definitions

As used in this Agreement, the following capitalized terms shall have the meanings assigned to them below, unless otherwise defined or the context clearly requires otherwise.

“Abated Property” means improvements to the following types of property made subsequent to the Base Year of this Agreement: buildings, structures, fixed machinery and equipment, site improvements, office space and related fixed improvements necessary to the operation and administration of the Facility.

“Abatement Period” means the seven (7) year time period that begins on the Effective Date of Abatement.

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and, if such Person is an individual, any member of the immediate family (including parents, spouse and children) of such individual and any trust whose principal beneficiary is such individual or one or more members of such immediate family and any Person who is controlled by any such member or trust. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract, trust or otherwise.

“Agreement” means this Tax Abatement Agreement between the City of Freeport and PRP KDC FREEPORT DEVELOPMENT LLC.

“Agreement Effective Date” means the date upon which this Agreement is executed by the Parties.

“Base Year” means the calendar year beginning on January 1, 2022.

“Base Year Value” means the assessed value of eligible property on January 1 preceding the execution of the agreement plus the agreed upon value of eligible property improvements made after January 1, but before the execution of the agreement.

“BCAD” means the Brazoria County Appraisal District.

“City” means the City of Freeport, Texas.

“City Council” means the City Council of the City of Freeport, Texas.

“Code” means the Code of Ordinances of the City of Freeport, Texas, as amended.

“Contract Employee” means an individual, who is an employee or an independent contractor, works a minimum of 35 hours in a seven-day period, and reports to work in the reinvestment zone including, but not limited to, employees or independent contractors of the Tenant’s and its Affiliates’ third-party logistics providers and property managers.

“Director” means any person who may be designated in writing by the Mayor to perform the functions delegated to the Director in this Agreement, but only for so long as the designations remain in effect.

“Effective Date of Abatement” means January 1 immediately following the date upon which the all of the following has occurred: (i) project construction passes final inspection by the City; (ii) the certificate of occupancy is issued by the City; and (iii) the Tenant begins to occupy the Facility but no later than June 30, 2024.

“Eligible Property” means real property located in the Zone that meets the criteria of the City’s tax abatement guidelines and criteria.

“EXHIBIT 1” attached to this Agreement and made a part hereof includes a legal description and a map of the Zone.

“EXHIBIT 2” attached to this Agreement and made a part hereof identifies the layout of the improvements within the Zone.

“EXHIBIT 3” attached to this Agreement and made a part hereof describes the Abated Property.

“EXHIBIT 4” attached to this Agreement and a part hereof describes the Project Summary.

“Facility” means the improvements constructed for the project.

“Improvements” means buildings, structures, fixed machinery and equipment, site improvements (including, but not limited to, ground stabilization, compaction and grading), office space and related fixed improvements necessary to the operation and administration of the Facility, and tangible personal property that are developed, constructed, or installed in the Zone by or on behalf of the Company and its affiliates subsequent to the Agreement Effective Date.

“Permanent Employee” means an individual who is an employee of the Company, the Tenant or their respective Affiliates who works a minimum of 35 hours in a seven-day period, and reports to work in the reinvestment zone, excluding any contract employee, seasonal employee or part-time employee.

“Person” means any individual, sole proprietorship, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, estate, trust, unincorporated organization, Governmental Authority or other entity.

“Real Property” means the land in the Zone and all improvements existing prior to the Agreement Effective Date. The Real Property is more specifically described on EXHIBIT 1.

“Recapture” means the City’s reclamation and recovery of tax abatement funds from the Company due to the Company’s failure to meet or be in compliance with the hiring goal for any applicable year.

“Tax Code” means the Texas Tax Code, as amended.

“Tenant” means Volkswagen Group of America, Inc., a New Jersey corporation.

2. **Authorization.** This Agreement is authorized by Resolution 2020-2636, which establishes the property tax abatement program for properties in designated reinvestment zones, and by the Ordinance.

3. **Property.** The taxable real property to be improved under this Agreement is located on a 147.09 acre lease tract John G. McNeel ½ League, Abstract No. 335 and Concepcion Areola Survey, Abstract No. 142 Brazoria County, Texas, within the City of Freeport more fully described in Exhibit 1 attached hereto and made a part hereof for all purposes.

4. **Representations and Warranties.**

a. The Company represents that the Tenant is the lessee or sublessee of the taxable improvements on the real property and the Tenant shall have the legal responsibility for payment of all taxes assessed on said improvements. If the Tenant is not a lessee or sublessee of the taxable improvements of the Facility and does not have the legal responsibility for payment of all taxes assessed on said improvements on or before the Effective Date of Abatement, then this Agreement shall automatically be null, void, and of no further effect.

b. The Company represents that the execution and delivery of this Agreement has been duly authorized by all requisite actions of its partners that are necessary for it to have force and effect and that the person signing this Agreement on behalf of the Company has been and is authorized to do so.

c. The Company represents and warrants that construction or installation of the Improvements described in EXHIBIT 3 will begin within 150 days of the Agreement Effective Date.

d. The Company represents that, to the best of the knowledge of any employee of the Company who has participated in the negotiation or internal analysis of this Agreement, no interest in the Real Property or the Improvements is held or leased by a member of the City Council.

e. The Company represents and warrants that it and/or the Tenant will build invest a minimum of \$28,500,000.00 in constructing and installing the above-ground (exclusive of site work including, but not limited to, ground stabilization, compaction and grading) Improvements in the Zone by June 30, 2024.

f. The Company represents and warrants that on or before 6 months following the Effective Date of Abatement, the Tenant, its Affiliates, and their respective Affiliate’s 3rd-Party Logistics Provider(s), collectively will employ, and will continue to employ throughout the Abatement Period, at least 113 total employees (both Contract Employees and Permanent Employees) in the Zone with a minimum of 14 being Permanent Employees.

g. The Company and the Tenant have demonstrated that the tax abatement incentive is critical to the development of this project and without such incentive, the project is not financially feasible.

h. The Company represents and warrants that it will cause the Tenant to operate the Facility as described in EXHIBIT 3.

i. The Company represents and warrants that the Improvements will be constructed, installed, and operated in accordance with all applicable federal, state, and local environmental laws and regulations.

j. This Agreement may be amended to include additional Real Property to the Zone, subject to the approval of the Freeport City Council.

k. This agreement may be amended to provide additional years of abatement resulting from additional consideration of action offered by the company that advances the economic needs of the City.

5. Terms of the Agreement.

a. The Company shall cause the Improvements to be developed, constructed and installed substantially in conformity with the description, plans, and specifications described in EXHIBIT 3 and applicable provisions of the City of Freeport Building Code ("Building Code"). In case of any conflict between EXHIBIT 3 and the Building Code, the Building Code shall prevail. In addition, during the Abatement Period, the Company shall comply with the City Code of Ordinances, if applicable regarding platting regulations, and all other laws and regulations applicable to the construction and installation of the Improvements.

b. The Company shall and shall cause the Tenant to allow the City reasonable access to records verifying any term of the Agreement, as defined and described in this Section, to ensure compliance with the Agreement.

c. Upon completion of the construction and installation of the Improvements, the Company shall cause the Tenant to use the Facility for the proposed uses specified in this paragraph during the Abatement Period; provided, however, the Director may approve a change from those proposed uses, if the Director determines that the change is consistent with Resolution 2020-2636 and with the City's general purpose of encouraging development or redevelopment of the Zone during the Abatement Period. The proposed use of the Facility (unless the Director approves a change in use) is to create an automobile processing facility that shall include a mix of uses that may include office space, warehouse, automobile repair, automobile modification and automobile storage and transportation.

d. The Company shall cause the Tenant to maintain the Improvements in accordance with applicable City codes throughout the Abatement Period.

e. The Company shall cause the Tenant to allow City employees to have access to the Facility for the purpose of inspecting the Improvements to ensure that the Improvements are completed, installed, and maintained in accordance with the terms of this Agreement. All inspections will be made only after giving the Company and the Tenant at least twenty-four (24) hours advance notice and will be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the Facility. All inspections will be made with one (1) or more representatives of the Company or the Tenant and in accordance with the Company's and the Tenant's safety and security procedures. The above shall not act as a limitation on the City's ability to otherwise perform any inspections or to otherwise enter the Facility pursuant to the Code, the Building Code, or otherwise.

f. The Company shall provide, and cause the Tenant and its Affiliates to provide, City employees reasonable access to any relevant records requested and necessary for the purpose of conducting an audit of the Facility to ensure compliance with this Agreement. Any such audit shall be made only after giving the Company at least seven (7) days advance notice and will be conducted in such a manner as to not unreasonably interfere with the operation of the Facility. Documents and materials provided by the Company, the Tenant or their respective Affiliates to the City in connection with any audit or other inspections under this Agreement which contain information that is, or which themselves are, confidential or proprietary to Company or the Tenant shall not be removed from the Facility nor shall the information contained in them be used or disclosed by the City other than for the sole purpose of determining the Company's compliance with the terms and conditions of this Agreement, unless disclosure is otherwise required by state or federal law. In the event that the City receives any request for information pursuant to the Texas Open Records Act or similar provision of federal law, the City agrees to promptly give the Company and the Tenant notice of that request. If the Company, for itself, the Tenant or one or more of their respective Affiliates, advises the City that any of them believes that the right of the City to withhold said information from disclosure is allowed by the Texas Open Records Act or other applicable state or federal statute, rule or regulation, the City agrees to withhold the information or to immediately request an opinion from the Texas Attorney General or other appropriate public official with authority under law to render such decision on the right of the City to withhold said information. If the decision rendered is to the effect that disclosure is not required to be made, then the City agrees to withhold disclosure of said information unless thereafter authorized by the Company or the Tenant to be disclosed. The City agrees that during any period after request but before the rendering of a decision by the Texas Attorney General or other appropriate public official regarding the obligation of the City to make disclosure of information deemed confidential, proprietary or both by the Company or the Tenant, the City will not disclose the requested information unless ordered to do so by a court of competent jurisdiction.

g. The Company shall not assign this Agreement without the written approval of the City Council, which approval shall not be unreasonably withheld, delayed or conditioned, provided this Agreement shall be freely assignable by the Company upon five days prior written notice without written approval of the City Council to any Person that acquires the Real Property from the Company provided that Tenant remains in possession

of the Real Property and responsible for the payment of property taxes. If the proposed assignee is an affiliated entity of the Company or the Tenant, then the City Council may consent to the assignment if the Company and the Tenant are in material compliance with the terms of this Agreement. In addition, any assignment must comply with the provisions of Resolution 2020-2636.

h. Not later than February 1st of each year during the Abatement Period, the Company shall cause the Tenant to provide the Director and the Chief Appraiser of BCAD a statement of the number of Permanent Employees and Contract Employees the Tenant, its Affiliates and their respective Affiliates' third-party logistics suppliers collectively employ in the Zone. The employee count submitted shall correspond to the employee count reported by the Company and the Tenant in its "Employer's Quarterly Report" to the Texas Workforce Commission. The employee count submitted by the Company shall be used to determine abatement eligibility for that year and be subject to audit, if requested by the Director. The Company, if requested by the Director, shall cause the Tenant to have an independent audit prepared of the employment/employee count documentation and shall submit the audit to the Director for use in complying with the requirements of this subsection.

i. This Agreement may be amended at any time upon the mutual written consent of all Parties hereto subject to approval by the City Council.

j. Not later than April 15th or such other date as required by BCAD, whichever date is later, of each year during of the Abatement Period, the Company shall cause the Tenant to file the appropriate form with BCAD to qualify for the tax abatement granted under this Agreement for that year. In addition, not later than April 15th or such other date as required by BCAD, whichever date is later, of each year during the Abatement Period, the Company shall cause the Tenant to render to BCAD the value of all taxable personal property, including the tangible personal property included in the Improvements, located in the Zone on the preceding January 1st.

k. On or before January 1st of each year the Agreement is in effect, the Company shall cause the Tenant to provide the Director a sworn statement that includes a delineation of the number of Permanent Employees and Contract Employees of the Tenant, its Affiliates and their respective third-party logistics providers as of the immediately preceding December 1st, who report to work in the Zone at each site covered by the Agreement.

l. Commencing January 31, 2024, and on or before January 31st of each subsequent year during the Abatement Period, the chief financial officer, or equivalent, of the Company shall cause the Tenant to provide the Director a sworn statement that the Tenant is and has been in compliance with all provisions of this Agreement in the prior year.

m. A chief financial officer, or equivalent, of the Tenant who cannot make the sworn statement required by paragraph (l) above on any January 31st shall provide the

Director with a written statement identifying any provision of the Agreement with which the Tenant is not or has not been in full compliance.

n. Failure by the chief financial officer, or equivalent, of the Tenant to timely provide the Director with either the sworn statement required by paragraph (l) above or the statement required by paragraph (k) above will result in automatic default under this Agreement.

o. The Company and the Tenant shall have the option and right at any time during the Abatement Period, to give the City written notice (a "Termination Notice") that the Company and the Tenant have elected to terminate this Agreement and its right to tax abatement on the Improvements effective as of the year in which the Termination Notice is given by the Company and the Tenant; provided, however, at the time the Termination Notice is given by the Company and the Tenant, no event of default shall exist which has not been cured. Upon the giving of a Termination Notice by the Company and the Tenant and subject to the proviso of the preceding sentence, this Agreement and all rights and obligations of the Parties shall cease and terminate and neither the Company nor the Tenant shall be entitled to any tax abatement pursuant to this Agreement for the year in which the Termination Notice is given by the Company and the Tenant and for all years remaining in the Abatement Period.

p. The Company and the Tenant agree that during the Abatement Period, that neither the Company, the Tenant nor their respective Affiliates shall file a protest with the BCAD regarding the assessed value as determined by BCAD for the Facility. During the 7 year period following the Abatement Period, the Company and the Tenant may only file a protest with the BCAD for the initial assessment following the Abatement Period, provided that the proposed further assessments are consistent with the increases of other similarly situated taxpayers and parcels of real property.

q. The Company agrees that it shall be responsible for design and construction of all utility improvements necessary to support the Facility, and will be responsible for paying all common connection and usage charges adopted by the City for utilities consumed by the Facility.

r. The City, the Company and the Tenant recognize the value of a local workforce, and the Company, the Tenant and their respective Affiliates shall use (and shall cause their respective third-party logistic providers to use) commercially reasonable efforts to develop and implement policies and procedures that are intended to further the goals of employing a workforce that resides within the city limits of Freeport (by, for instance, directing job advertisements to residents of the city of Freeport and participating in local job fairs) and the Company shall cause the Tenant to provide the City with documentation of those policies and initiatives on an annual basis that address this goal. The Tenant shall provide relevant job training to those residents hired as employees.

s. The City recognizes the positive impact on the City having the Tenant and its Affiliates develop the Facility in the city of Freeport. The Company, the Tenant and their respective Affiliates desire to be positive corporate partners to the City and shall, to

the extent commercially feasible, showcase and demonstrate their presence within the City (by, for instance, participating in City sponsored or community events).

6. Tax Abatement

- a. The Base Year Value is \$393,210
- b. In consideration of the Company's commitment to invest at least \$28,500,000.00 in the above-ground Improvements (exclusive of dirt work) in the Zone, the City agrees to grant the Company a one hundred percent (100%) abatement of the ad valorem taxes on the Improvements in the Zone during the Abatement Period. The Abatement Period begins on the Effective Date of Abatement. In no case shall the Abatement Period, inclusive of the construction period for later phases, exceed ten (10) years from the Effective Date of Abatement.
- c. From the Agreement Effective Date to the Effective Date of Abatement, ad valorem taxes levied on ineligible property, as that term is defined in Resolution 2020-2636 including the Real Property, shall be fully payable.
- d. From the Effective Date of Abatement to the end of the Abatement Period:
 - i. Ad valorem taxes levied on "ineligible property," as that term is defined in Resolution 2020-2636, including the Real Property, shall be fully payable.
 - ii. Ad valorem taxes levied on the Base Year Value of "eligible property," as that term is defined in Resolution 2020-2636, shall be fully payable.
- e. Property within the Zone this is owned or leased at any time during the term of the Agreement by a member of the city council is ineligible and excluded from tax abatement.

7. Default and Recapture

- a. Events of Default. The Company shall be in default under this Agreement if any of the following occur at any time from the Agreement Effective Date until the expiration of the Abatement Period or such earlier date on which this Agreement may otherwise expire or otherwise be terminated:
 - i. The Facility is completed and is occupied, but subsequently is wholly vacated or abandoned for any reason other than the occurrence of a fire, explosion, or other casualty or accident or natural disaster;
 - ii. The Company or the Tenant fail to timely comply with job creation, investment or payment requirements stated in this Agreement;
 - iii. The Company or the Tenant fail to timely comply with any material term of this Agreement;

iv. The Company fails to timely file any required report or statement or to give any required notice pursuant to this Agreement; or

v. Employees or designated representatives of the City reasonably determine pursuant to an inspection that the Company has not complied with this Agreement.

b. Events of Recapture

i. The Company, the Tenant, any third-party logistic providers of Tenant or its Affiliates or any of their respective Affiliates, collectively fail to meet the Employee hiring goal of at least 113 total employees (including Contract Employees and Permanent Employees) in the Zone with a minimum of 14 being Permanent Employees on or before 6 months following the beginning of the Effective Date of Abatement, or any time during the abatement period temporarily fall below the above employee numbers by more than 80% of total Permanent or Contract Employees for a period exceeding 120 days, as represented and warranted under Section 4.f of this agreement;

c. Notice

i. If the Director determines that an event of default has occurred, the Director shall notify the Company and the Tenant in writing at the address stated in the Agreement, and if the condition of default is not cured within thirty (30) days from the date of the notice, then the City may take any one or more of the following actions set forth in Section 7e of this Agreement. The Company's or Tenant's failure to comply with job creation or investment requirements is an "Incurable Default". Within such thirty (30) day notice period, the Company shall be entitled to question the accuracy of the City's determination of the Incurable Default but shall not be entitled to cure the default. After the thirty (30) day notice period, if the City concludes that its determination of the Incurable Default is correct ("Noticed Incurable Default"), then the City shall be entitled to pursue any one or more of the remedies set forth in Section 7e of the Agreement.

ii. If the Company becomes aware of a default of this Agreement, the Company shall notify the City within thirty (30) days of the default and if the default is one that can be cured hereunder, (and is not an Incurable Default), such default shall be cured within thirty (30) days following the date of the notice of default. If the Company fails to cure the curable default within such thirty (30) day period, then the City may pursue any one or more of the remedies listed in Section 7e of this Agreement.

d. Cure. In curing an event of default based on any of the items set forth in Section (a) of this Agreement, and assuming the event of default is curable and is not an Incurable Default, the Company shall provide sufficient evidence to the Director that the default has been cured within sixty (60) days following the date of the notice of default. Sufficient evidence shall include the providing of the information not timely provided

and/or providing evidence of the completion of the act(s) not timely performed. The City shall have the right to ask for additional information to confirm the adequate cure of any default.

e. City Remedies for Default and Recapture

i. In the event of a noticed Incurable Default or a curable default which has not been cured after notice and an opportunity to cure was given, no tax abatement shall be allowed for the calendar year in which the default occurs (and thereafter) and the City shall have the right to pursue any one or more of the following remedies: terminate the Agreement; terminate the Company's right to any future abatement under the Agreement without terminating the Agreement; pursue any and all remedies allowed under the Agreement; and pursue any and all remedies allowed under Texas law.

ii. Except as otherwise provided in this Agreement, in addition to the foregoing, in the event of a noticed Incurable Default or a curable default which has not been cured after notice and an opportunity to cure has been given, the City, in its sole discretion, may recover all or any part of the taxes abated at any time under the Agreement. The Company shall pay to the City all such previously abated taxes within thirty (30) days of the City's written demand therefor. Any taxes or economic incentive not paid timely shall bear interest at the rate of twelve percent (12%) annually.

iii. If the Company and its affiliates and/or tenants or subtenants, collectively fail to meet the hiring goal as represented and warranted under Section 4.f of the Agreement, then the City shall recapture ten percent (10 %) of the taxes abated per fifteen-employee (15- employee) shortfall up to a maximum recapture amount of fifty percent (50%) of the taxes abated.

iv. Notwithstanding the foregoing, the Director and the City Attorney are hereby authorized to negotiate and enter into amendments and revisions to the Agreements under which there are noticed Incurable Defaults or curable defaults which have not been cured after notice and opportunity to cure has been given. In the foregoing circumstances, the Parties are also authorized to negotiate and enter into any other and further agreements they determine best protect the City's interests.

f. City's Right to Recover. The City's right and authority to pursue any default and to recover abated taxes granted under this Section 7 shall survive the amendment, revision, expiration, or termination of this Agreement.

8. Administration

a. The Chief Appraiser of BCAD shall annually determine the taxable value of the Improvements listed in EXHIBIT 3. Each year, the Company shall cause the Tenant to furnish the City with such information as may be necessary for calculating the amount of tax abatement granted under this Agreement. Once the taxable values of the

Improvements have been established and the amount of the tax abatement calculated, the Chief Appraiser of BCAD shall notify the affected jurisdictions that levy taxes on the Improvements of the amounts of the taxable values of the Improvements.

b. Upon completion of construction or installation of each phase of Improvements, the Director shall annually evaluate the Facility to ensure compliance with this Agreement and prepare a report of any violations of this Agreement.

9. **Compliance with Applicable Government Regulations.** Except as specifically provided herein, nothing in this Agreement shall be construed to alter or affect the obligation of the Company to comply with any ordinance, rule or regulation of the City, or the laws and regulations of the State of Texas and the United States.

10. **Merger.** The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence, and preliminary understandings between the Parties and others relating hereto are superseded by this Agreement.

11. **Notices.** All notices shall be in writing and unless hand-delivered, shall be sent by U.S. Mail certified, return receipt requested. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the Company: PRP KDC Freeport Development, LLC
Scott Ozymy, Executive VP/CIO
8115 Preston Road, Suite 700
Dallas, Texas 75115

To the Tenant: Volkswagen Group of America, Inc.
2200 Woodland Pointe Avenue
Herndon, Virginia 20171
Attn: Christopher Hahn

With copies to: Volkswagen Group of America, Inc.
c/o Jones, Lang LaSalle
2200 Woodland Pointe Avenue
Herndon, Virginia 20171
Attn: Bryan Carter

Jones, Lang LaSalle
260 Forbes Avenue, Suite 1200
Pittsburgh, Pennsylvania 15222
Attn: Elaine M Franks, Lease Administration

Kerr, Russell and Weber, PLC
500 Woodward Avenue, Suite 2500
Detroit, Michigan 48226,
Attention: Kevin T. Block

To the City:

City of Freeport
City Manager/Mayor
200 W. Second Street
Freeport, Texas 77541

Each Party may designate a different address by giving the other Party written notice ten (10) days in advance of such designation.

This Agreement has been executed by the Parties in multiple originals, each having full force and effect.

CITY OF FREEPORT, TEXAS

PRP KDC Freeport Development LLC

By: _____
Brooks Bass, Mayor
Mayor
Freeport Texas

By: _____

Attest: _____
Betty Wells, Secretary

Date signed: _____

Date signed: _____

**EXHIBIT 1
LEGAL DESCRIPTION OF PROPERTY**

Exhibit 1

Main entrance will be near the intersection of South Veterans Blvd and Nolan Ryan Expressway. The main entrance will be used for trucks and employees.

Within Parcel property, there will be a separate entrance for movement of imported vehicles from north to southward.

**DESCRIPTION OF A 147.09 ACRE LEASE TRACT
JOHN G. MCNEEL ½ LEAGUE, ABSTRACT NO. 335 AND
CONCEPCION AREOLA SURVEY, ABSTRACT NO. 142
BRAZORIA COUNTY, TEXAS**

BEING A 147.09 ACRE LEASE TRACT IN THE JOHN G. MCNEEL ½ LEAGUE, ABSTRACT NO. 335 AND IN THE CONCEPCION AREOLA SURVEY, ABSTRACT NO. 142, BRAZORIA COUNTY, TEXAS; SAID 147.09 ACRE LEASE TRACT BEING PART OF THAT TRACT OF LAND REFERRED TO AS PARCEL 14 OF PORT FREEPORT; SAID PARCEL 14 BEING PART OF THE REMAINDER OF A 61.27 ACRE TRACT OF LAND CONVEYED TO BRAZOS RIVER HARBOR NAVIGATION DISTRICT FROM FREEPORT SULPHUR COMPANY BY DEED DATED JUNE 18, 1962 AND RECORDED IN VOLUME 826, PAGE 531 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS AND PART OF THE REMAINDER OF A 1384.40 ACRE TRACT REFERRED TO AS A PART OF TRACT SEVEN CONVEYED TO BRAZOS RIVER HARBOR NAVIGATION DISTRICT FROM FREEPORT MINERALS COMPANY BY DEED DATED AUGUST 27, 1982 AND RECORDED IN VOLUME 1663, PAGE 22 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS; SAID 147.09 ACRE LEASE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at TxDOT right of way monument located at the northeast corner of said Parcel 14 and being also located at the intersection of the southerly right of way of State Highway 36 with the westerly right of way of F M Highway 1495; thence as follows:

North 89° 12' 15" West, across said Parcel 14, a distance of 595.28 feet to the POINT OF BEGINNING and northeast corner of the herein described lease tract;

THENCE, South 29° 59' 49" West, along the eastern most line of the herein described lease tract, a distance of 562.30 feet to a point for corner;

THENCE, North 74° 46' 11" West, along the interior north line of the herein described lease tract, at a distance of 159.63 feet pass a chain link fence corner post located at the northeast corner of an existing 20.404 acre lease tract; and continuing for a total distance of 1,614.04 feet to a chain link fence corner post located at the northwest corner of said 20.404 acre lease tract for the interior corner of the herein described lease tract;

THENCE, South 15° 12' 24" West, along an interior east line of the herein described lease tract and along a chain link fence along the westerly line of said 20.404 acre lease site, a distance of 652.00 feet to a chain link fence corner post located at the southwest corner of said 20.404 acre lease tract and for the most southerly southeast corner of the herein described lease tract;

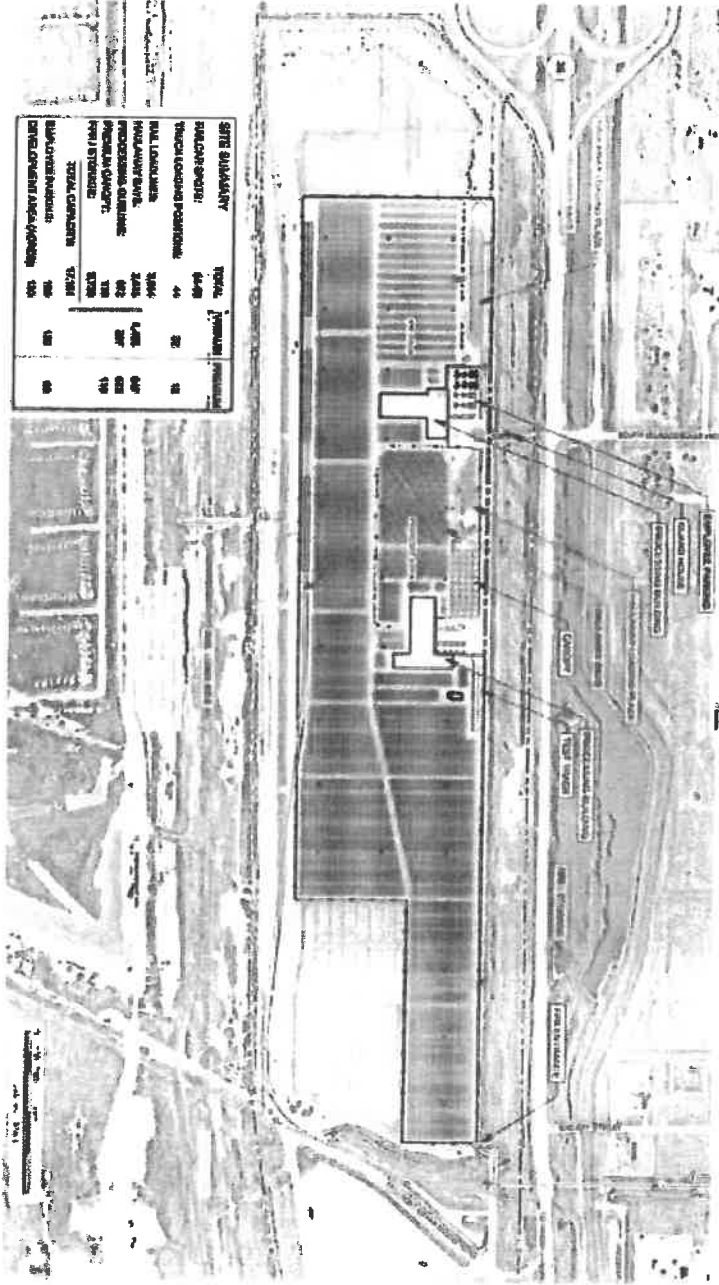
THENCE, North 75° 09' 40" West, along the southerly line of the herein described lease tract, a distance of 4,573.11 feet to a point for the southwest corner of the herein described lease tract; same being on the east line of 10.00 acre lease;

THENCE, North 14° 17' 43" East, along the westerly line of the herein described lease tract and along the east line of said 10.00 acre lease, passing the northeast corner of said 10.00 acre lease, and continuing for a total distance of 1,207.96 feet to a point for the northwest corner of the herein described lease tract;

THENCE, South 74° 56' 34" East, along the northerly line of the herein described lease tract, a distance of 6,349.84 feet to the POINT OF BEGINNING and containing 147.09 acres.

EXHIBIT 2 BOUNDARY MAP OF PROPERTY

Exhibit 2



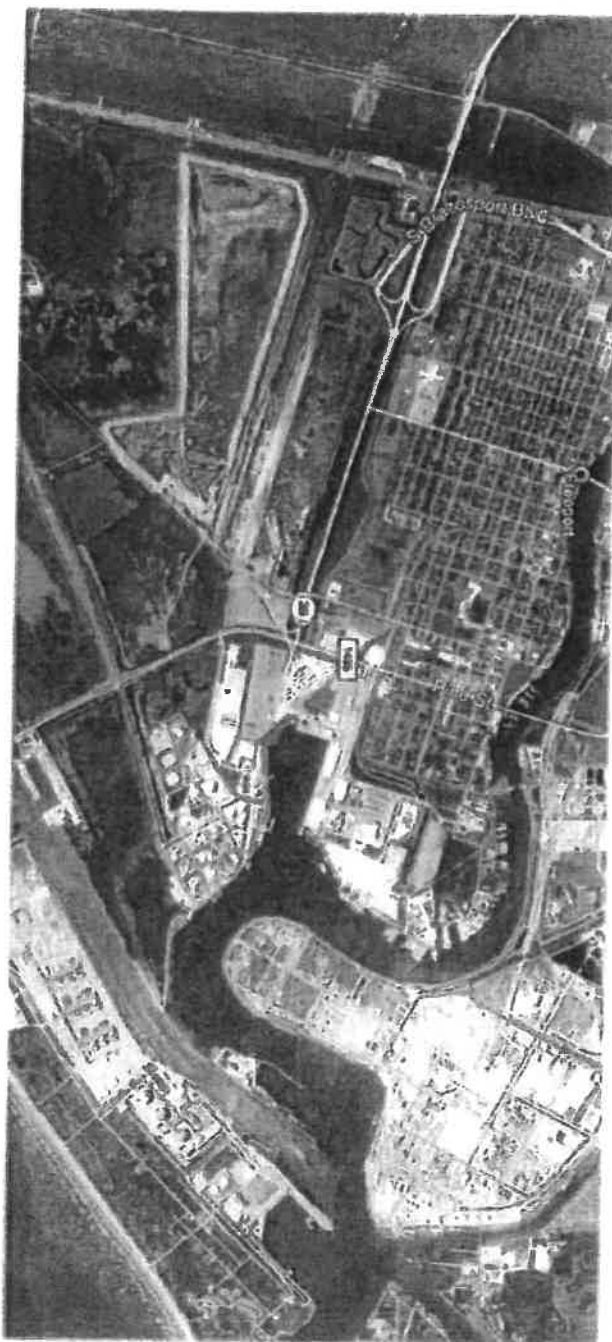
Proposed Development -- Site Plan



**EXHIBIT 3
ABATED PROPERTY**

(INSERT COPY OF BUILDING PLANS, FOOTPRINT, BUILDING/PARKING ETC AND A DESCRIPTION OF EACH AREA OF USE.)

EXHIBIT 3



Proposed Port Freeport Facilities



**EXHIBIT 4
PROJECT SUMMARY**

Exhibit 4

**Proposed VWGoA Port of Entry
Project Description**

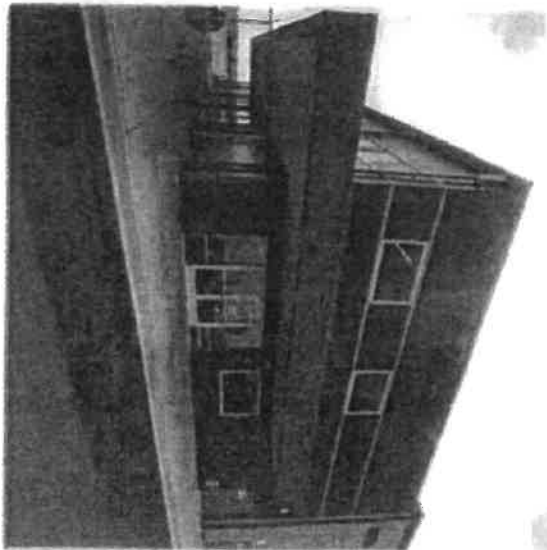
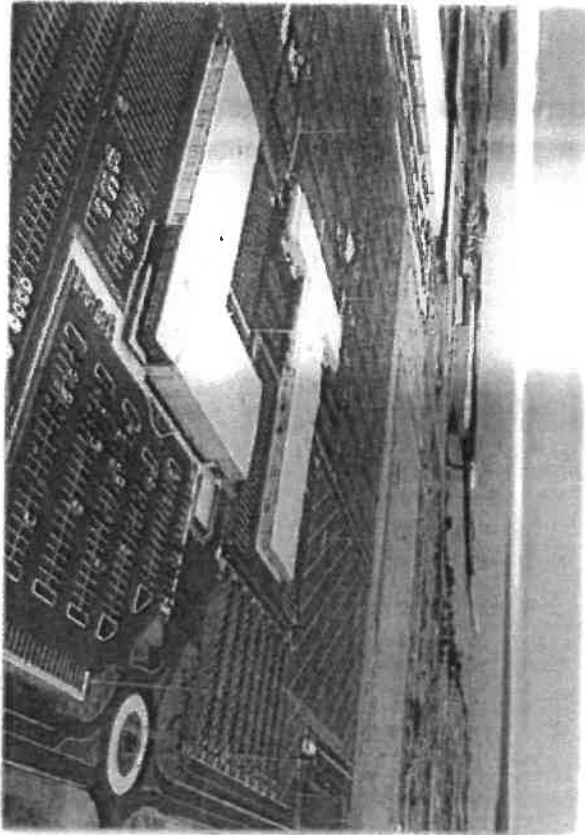




Project Description, Timeline, and Overview

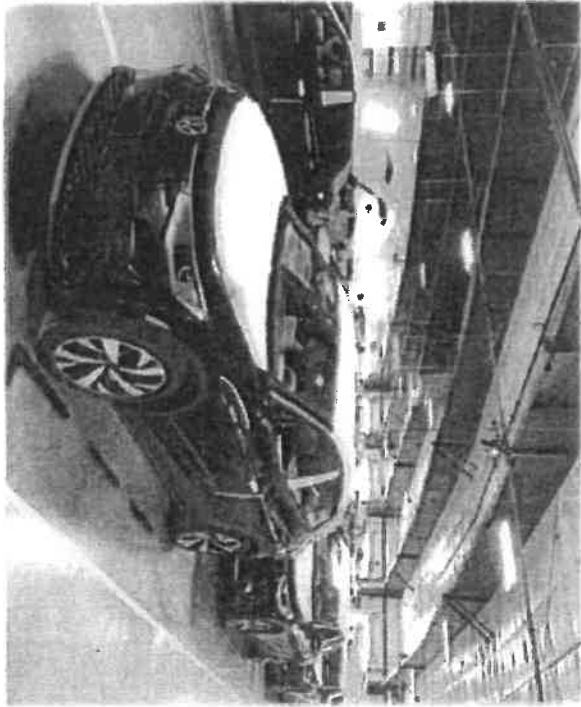
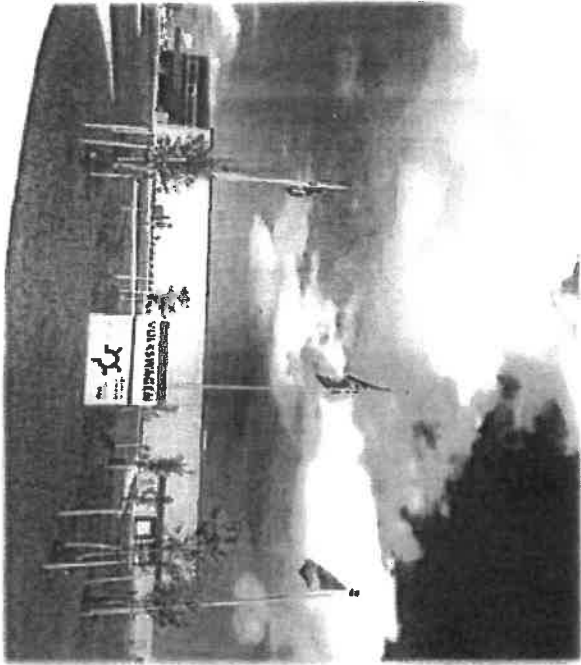
- **The proposed VWGoA Port of Entry project at Port Freeport will consist of a 125-acre vehicle importation and processing center.**
 - **Will manage distribution of vehicles inbound from Europe and Mexico by both rail and water.**
 - **The project will include an on-site rail loading and unloading facility, a vehicle storage area, as well as two buildings totaling approximately 170,000 square feet for administration, vehicle processing, parts storage, and specialized technical space for several different Volkswagen Group brands.**
 - **Additionally, electric chargers, fueling facilities, car washes, a storage canopy for certain vehicles, and dedicated truck loading and haulway facilities will be constructed.**
 - **PQT / Porsche / Lamborghini / Bentley to utilize space as well**
- **Project will cover over 50% of the United States by geography, serving dealers in an area spanning Texas, the Midwest, and the Pacific Northwest.**
- **Average throughput of the facility over the next 5 years is projected to be between 120,000 and 140,000 cars per year.**
- **Constructed on land ground leased from Port Freeport, who will retain fee title to the land.**

Project Overview



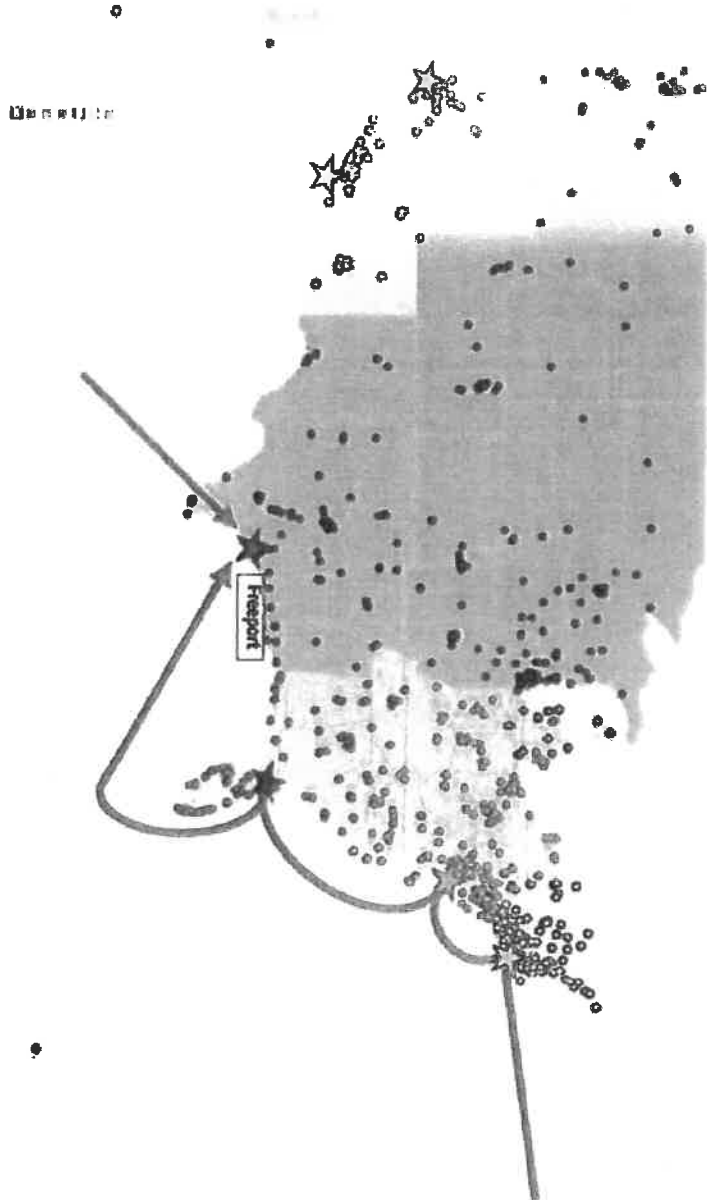
** Example Photos - Taken at VWGoA's new Tradeport Atlantic vehicle terminal at the Port of Baltimore.*

Project Overview



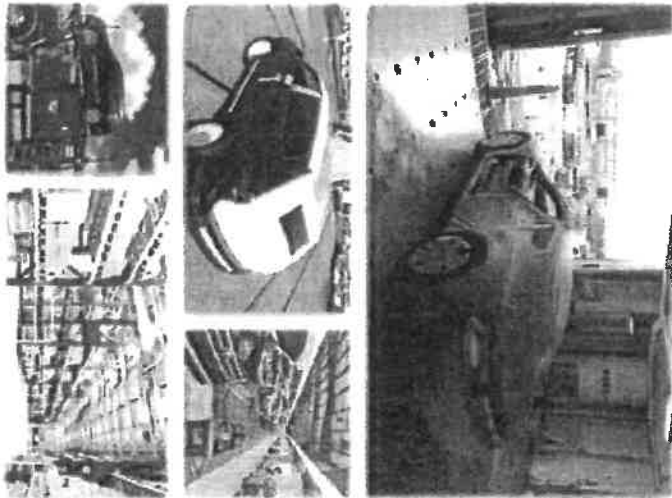
** Example Photos - Taken at VWGA's new TradePoint Atlantic vehicle terminal at the Port of Baltimore.*

US Network & Texas Port Service Area



Jobs Overview – Terminal Operations

- **Automotive Technician**
- **Body Shop Operation**
- **Port Installed Accessories**
- **Terminal Upkeep and Maintenance**
- **Intermodal operations**
- **Warehousing**
- **Security**
- **Coordinating vendor delivery or pick ups**
 - **Auto Haulers**
 - **Parts Trucks**
 - **Recycle/Refuse removal**



Financial & Investment Summary



- **Total capital investment in the project is projected at nearly \$115 million**
 - **Vertical building improvements - estimated taxable value of \$28.5 million**
 - **Site Stabilization - \$72.2 million of hard and soft costs**
- **30-year lease with Port Freeport. Developer will construct and finance the project for VWGoA.**
 - **Sublease between PRP KDC Freeport Development LLC (our developer) and VWGoA, 20-year triple net lease with all taxes, expenses, and utilities passing through 100% to VWGoA (tenant).**
 - **There will be extension options to extend the sublease with VWGoA to the full 30 year term of the underlying ground lease with the port**
- **Given the increased costs to stabilize the land – certain costs to VW increase in Freeport.**

Financial & Investment Summary



Hard Costs Construction		Combined Hard + Soft Cost
Vertical Buildings – Not Including Equipment	\$28.5 M Estimated Taxable Value	\$30.2 M + \$12.02 M = \$42.22 M
Site Work (including parking infrastructure and lighting)	\$48.8 M	\$48.8 M + \$20.4 M = \$72.2 M
General Contract Fees and Insurance / Permitting	\$4.7 M	
Total	\$82 M	

30% -- 50% higher than comparative locations

Soft Costs Ex: Architecture, Engineering, Interest, Taxes during Construction, Escalation Allowances, Legal, Brokerage	
Total	\$32 M

Total Project Cost	\$114.495 M
**Rounding in above numbers results in incorrect sum	



City Council Agenda Item # 9

Title: Consideration of awarding bid for Disaster and/or Storm Recovery Services Ashbritt, Inc (Primary), Ceres (secondary), and authorized the Mayor to sign the contract after review by the attorney.

Date: July 18, 2022

From: Christopher D. Motley Fire Chief / EMC

Staff Recommendation: Staff recommends awarding bid to Ashbritt, Inc as its primary contractor and Ceres as our second contractor for disaster and/or storm recovery services. Staff will forward the contract to the attorney for legal review and recommends Council to authorize the Mayor to sign the contract when approved.

Item Summary: The RFP for Disaster and/or Storm Recovery Services is awarding a bid to provide services to the City of Freeport in the event of a Declared Disaster.

Scope of Work: Under this contract, work shall consist of clearing and removing any and all “eligible” debris as defined by Federal Emergency Management Agency (FEMA) Publication 325, all applicable State and Federal Disaster Specific Guidance and policies, and as directed by the City of Freeport. Work will include 1) examining debris to determine whether or not debris is eligible, burnable or non-burnable, 2) loading the debris, 3) hauling debris to approved Temporary Debris Storage and Reduction Sites (TDSRS) or landfill(s), 4) reducing the debris, 5) hauling the debris to an approved disposal facility, and 6) dumping the debris at the dumpsite or landfill. Debris not defined as eligible by FEMA Publication 325 or State or Federal DSGs or policies will not be loaded, hauled, or dumped under this contract unless written instructions are given to the Contractor by the City of Freeport. It shall be the Contractors responsibility to load, transport, reduce, and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued a notice to proceed, unless otherwise directed by the City of Freeport, in writing.

The activation of these contracts is response to disaster or storm the City

Background Information: The City of Freeport has advertised for sealed bids for Disaster and/or Storm Recovery Services. The bids have been reviewed and graded on the criteria listed in the request for proposal. A follow up interview was conducted to validate the proposals as a part of the bid process.

The list includes RFP received for disaster bid for Disaster and/or Storm Recovery Services: Ashbritt, Inc, Ceres, DRC Emergency Services, KDF, TFR

Basis of Award: Proposals will be evaluated according to the following criteria:

1. Firm Qualifications and Experience – 20%
2. Personnel Qualifications and Emergency Planning/Response Experience – 20 %
3. NIMS adoption and compliance in employee training and operations – 10 %
4. Project Understanding and Approach - 20 %
5. Management Systems/Reporting Systems/Training Manual – 10 %
6. Cost of Services Proposed - 15 %
7. Experience with City of Freeport – 5%

Interview Panel: Christopher D. Motley, Fire Chief, Lance Petty, Public Works, Michael Praslicka, Deputy Chief EMS Coordinator, Jason Shafer, Deputy Chief Fire Marshal.

The basis of award and the panel interview, the results provided Ashbritt, Inc (primary) and Ceres (secondary).

Special Considerations: The contract process is being followed as required in order to receive reimbursement in the event of a Federal Disaster Declaration. The City of Freeport has worked with Ashbritt, Inc with a notice to proceed during Hurricane Nicolas, 2021. Ashbritt, Inc has past experience in preplanning the area for a response and establishing Temporary debris management sites for recovery operations.

Financial Impact: No impact on the general fund budget. Financial impact if the City of Freeport issues a disaster declaration and issues a notice to proceed with the disaster and/or storm debris removal services would be for the expenses of the event. Reimbursable for if the declared disaster is declared a federal disaster. The services were competitive bid and reviewed under CFR 200 procurement rules and the City of Freeport policy.

Board or 3rd Party recommendation:

Interview panel consisted of four city employees.

Lace Petty, Public Works Christopher D. Motley, Fire Chief / EMC
Jason Shafer, Fire Marshal Michael Praslicka, EMS Coordinator

Supporting Documentation: Proposer Cover letter, Fee Schedule, and bid tabulation



June 5, 2022

Attention: Christopher D. Motley
City of Freeport
200 West 2nd Street
City of Freeport, Texas 77541

RE: RFP for Disaster and or Storm Recovery Services

Mr. Motley,

AshBritt, Inc. (AshBritt) is the national leader in disaster response and recovery operations and is pleased to respond to the City of Freeport's RFP for Disaster and or Storm Recovery Services.

^ *Experience*

Originally founded as a landscape company, AshBritt's first emergency response was in support of Hurricane Andrew in 1992. Since then, AshBritt has managed and completed more than 400 emergency management projects and 52 special environmental projects across the United States since our inception in 1992. We have been directly involved in the recovery efforts of more than 60 federally declared disasters in 30 states. **AshBritt has conducted over 40 disaster and storm recovery projects in the State of Texas and has been your trusted contractor since 2012.** We are the only firm to have been a part of the National Response Framework since 1998, as a debris contractor for the United States Army Corps of Engineers (USACE).

^ *Recent Experience*

Kentucky Tornadoes and Straightline Windstorms (2021-2022): AshBritt was selected as the firm to provide disaster debris removal and disposal services to Hopkins County, KY as a result of the damages they sustained from the December 2021 tornadoes. At our peak, we utilized fifty-four trucks and have removed 400,000 cubic yards to date.

Hurricane Nicholas (2021): In response to Hurricane Nicholas, AshBritt was activated for disaster and storm recovery services. We arrived within 24 hours of the NTP and AshBritt's Project Manager (Rob Ray) conducted damage assessments with the Deputy Fire Chief. AshBritt removed 11,000 cubic yards of vegetative and C&D debris from the Right of Way (ROW) for the **City of Freeport, TX**. All vegetative debris was taken to the City's TDSRS, and the C&D was hauled directly to the City approved landfill.

Hurricane Ida (2021): In response to the impact of Hurricane Ida, AshBritt performed debris removal services for East Baton Rouge Parish, LA, Diamondhead, MS, and three jurisdictions in the State of New Jersey. These services included ROW collection, management, reduction, and disposal of nearly 300,000 cubic yards of debris.

Oregon Wildfires (2020-2021): In response to the Almeda and Holiday Farm fires in Jackson and Lane County, OR, we were tasked by the Oregon Department of Transportation (ODOT) to conduct a Private Property Debris Removal (PPDR) operation. We removed contaminated soil, ash, metal, concrete, and other related debris streams on 2,750 properties. In addition, we certified 114 hauling units and over 200 pieces of loading equipment.

Hurricane Sally (2020): AshBritt conducted debris and hazardous tree and limb removal for Escambia County, FL, in response to Hurricane Sally. We removed 1,200,000 cubic yards of debris and 22,000 hazardous leaning trees and limbs.

Hurricane Laura (2020): For **Orange County, TX**, AshBritt provided debris management services in the aftermath of Hurricane Laura. The total amount of debris collected was 732,064 cubic yards.

Hurricane Michael (2018): AshBritt conducted 11 disaster debris removal projects throughout Georgia and the panhandle of Florida. During the tenure of these projects, AshBritt (i) removed 13,700,000 cubic yards of disaster-generated debris from various jurisdictions (ii) removed 145,000 hazardous hanging limbs and 75,000 hazardous trees (iii) managed 16 TDSRS for our operations.



California Fires (2017): AshBritt completed a project tasked by the USACE to conduct a Private Property Debris Removal (PPDR) operation for fire-damaged homes and structures in Sonoma, Napa, Mendocino, and Lake Counties, California. AshBritt was responsible for (i) removing contaminated soil, ash, metal, concrete, and other related debris streams from 1,900 properties (ii) removing 770,000 tons of fire debris (iii) performing air monitoring and implementing erosion control methods throughout (iv) certifying 1,700 hauling units and utilizing hundreds of pieces of loading equipment. At our peak, AshBritt had 115 active debris removal crews collecting 25,000 tons of fire debris in one day.

Hurricane Irma (2017): AshBritt completed 67 separate disaster debris removal and recovery missions throughout the states of Florida, Georgia, and South Carolina in response to Hurricane Irma. We removed 10,700,000 cubic yards of debris for these missions.

▲ *Financial Strength & Commitment to Safety*

AshBritt's current bonding capacity is \$850,000,000. AshBritt underwrote \$100,000,000 during our operation for the United States Army Corps of Engineers (USACE) Hurricane Katrina mission and currently has \$100,000,000 of company working capital. AshBritt maintains an excellent safety record. Our Experience Modification Rating is .75.

▲ *Commitment to Community*

The AshBritt Foundation is the philanthropic arm of the AshBritt organization with a primary mission of supporting communities where we live and work. The AshBritt Foundation supports four primary areas: Disaster Impacted Communities, Vocational Schools & Technical Training, Youth Education, and Mental Health. The AshBritt Foundation aims to further serve communities long after the immediate recovery ends.

▲ *Understanding of Work to Be Completed*

AshBritt collected and removed 8,400,000 cubic yards of debris during the first 90 days of our 2018 Hurricane Michael mission, 8,000,000 cubic yards of debris during the first 90 days of our 2017 Hurricane Irma mission, and 9,000,000 cubic yards of debris during the first 60 days of our Hurricane Katrina USACE mission. We work year-round with the federal and state agencies governing disaster recovery, specifically FEMA. We understand the importance of maximizing federal reimbursement to our clients, and we have proven experience completing missions expeditiously for maximum reimbursement.

▲ *Local Partners*

Working with local and regional partners and with small and minority-owned businesses is one of AshBritt's core corporate values. We look forward to identifying additional local and regional subcontracting partners.

Primary Contact for RFP:

Rob Ray, Sr. Vice President
Office: (954) 725-6992
Fax: (954) 725-6991
Toll-Free: (800) 244-5094
Mobile: (954) 868-9502
Email: r-ray@ashbritt.com

Corporate Headquarters:

565 East Hillsboro Boulevard
Deerfield Beach, FL 33441
Office: (954) 725-6992
Fax: (954) 725-6991
Toll-Free: (800) 244-5094
Web: www.ashbritt.com

Contact with the Ability to Bind AshBritt:

Brittany Perkins Castillo, CEO
Dow Knight, Sr. Vice President
Office: (954) 725-6992
Fax: (954) 725-6991
Toll-Free: (800) 244-5094
Mobile: (954) 818-4416
Email: dow@ashbritt.com

AshBritt explicitly accepts all conditions and requirements contained in this RFP. We appreciate your time and consideration and look forward to continuing our decade-long relationship as your disaster recovery partner.

Sincerely,

Dow Knight
Corporate Secretary and Sr. Vice President



Office of the Secretary of State

Certificate of Fact

The undersigned, as Deputy Secretary of State of Texas, does hereby certify that the document, Application for Registration for AshBritt Inc. (file number 801013812), a FLORIDA, USA, Foreign For-Profit Corporation, was filed in this office on August 06, 2008.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on October 11, 2021.



A handwritten signature in black ink, consisting of the initials "JE" followed by a long horizontal line.

Jose A. Esparza
Deputy Secretary of State



AshBritt Inc. Response to the City of Freeport

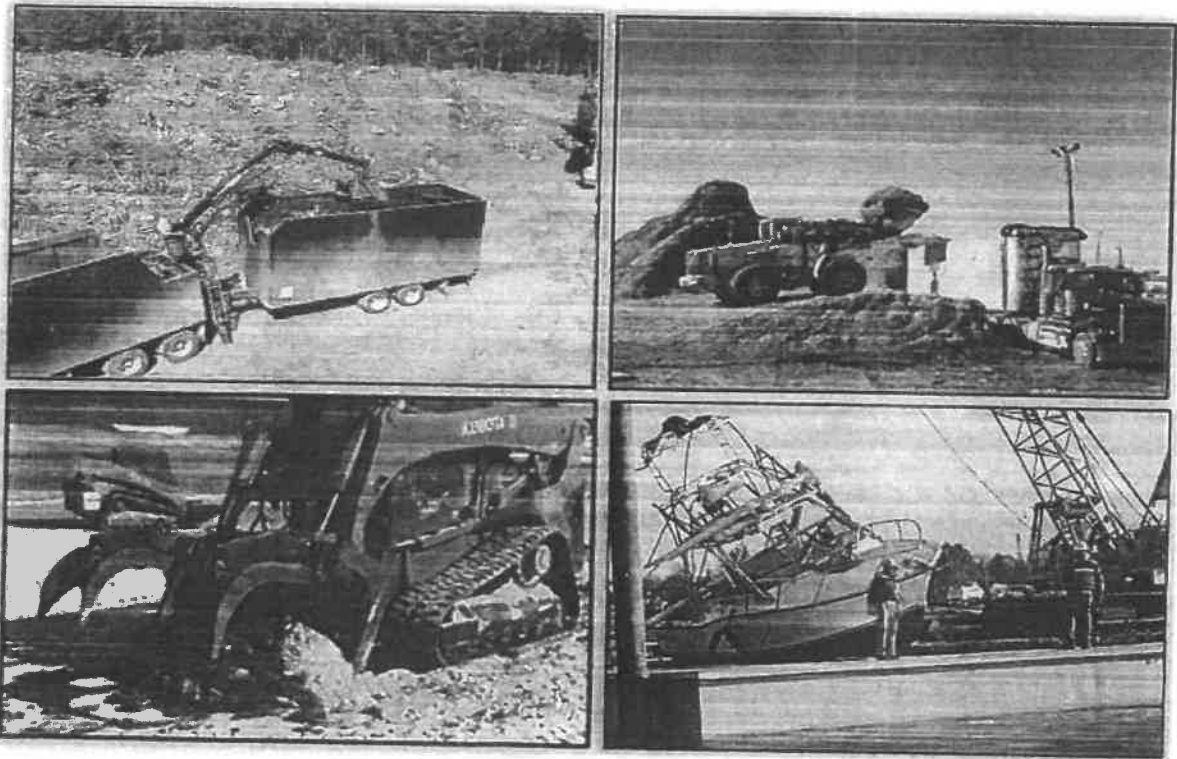


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AshBritt, Inc. is vigorously committed to contributing and fostering environmental conservation and sustainability through both our corporate and operational practices. Internally, we promote and maintain a robust recycling program in which employees reduce the waste of office paper, supplies, computers, electronics, mercury-containing light bulbs, and other applicable products. Recycling containers for paper goods, plastic bottles, and cans are made readily accessible to employees at both our corporate and our satellite offices. Furthermore, we use recycled paper and office products to the greatest practical extent. As such, we wish to express that: 100% of the paper in this proposal is recycled paper



THE ASHBRITT DIFFERENCE



AshBritt's participation in the **National Response Framework** dates back to 1998 as a debris contractor for the **United States Army Corps of Engineers (USACE)**.



AshBritt's Senior Operations Team has worked together for more than 18 years.

ASHBRITT'S BONDING CAPACITY IS
\$850,000,000
AND HAS \$100 MILLION OF COMPANY WORKING CAPITAL.

400+ DISASTER RESPONSE MISSIONS
52 SPECIAL ENVIRONMENTAL PROJECTS
60+ FEDERALLY DECLARED DISASTERS
38 DIFFERENT STATES



In the last seven years, AshBritt removed over **32,000,000 CY** of debris. Giving AshBritt more experience than any other company in the industry.

ASHBRITT HAS AN EXPERIENCE MODIFICATION RATING OF 0.72

ASHBRITT WAS ACTIVATED AS THE PRIME CONTRACTOR FOR ALL PROJECTS LISTED BELOW

HURRICANE KATRINA, U.S. ARMY CORPS DEBRIS REMOVAL MISSION 2005

- Collected and removed 21,500,000 CY of debris
- Collected and removed 9,000,000 CY of debris during the first 60 days
- Average production rate of 150,000 CY a day
- Underwrote \$100,000,000

NORTHER CALIFORNIA FIRES, U.S. ARMY CORPS DEBRIS REMOVAL MISSION 2017

- AshBritt conducted fire debris removal operations on 1,900 properties in Northern California
- Collected and removed 770,000 tons of fire debris within the 4 impacted jurisdictions
- At peak, AshBritt had 115 debris removal crews working, 553 trucks and moved 25,000 tons of fire debris in one day

HURRICANE IRMA & HURRICANE HARVEY 2017

- AshBritt Collected and removed 12,000,000 CY of debris

HURRICANE MICHAEL 2018

- 11 separate debris removal missions across Florida and Georgia
- Collected and removed over 13,700,000 CY of disaster-generated debris
- Managed 16 Debris Management Sites

HURRICANE DORIAN 2019

- Collected and removed 615,000 CY of disaster-generated debris

HURRICANE SALLY 2020

- Collected and removed 1,239,941 CY of disaster-generated debris
- Managed all debris with a single Debris Management Site

OREGON DEPT. OF TRANSPORTATION (ODOT) WILDFIRE PROJECT 2021

- Activated by ODOT in 2 jurisdictions
- AshBritt conducted wildfire debris removal operations on more than 2,100 properties
- Collected and removed 328,145 tons of wildfire debris
- All metals and concrete were hauled to recyclers for reuse
- AshBritt cut down 5,712 hazardous burned trees. All of these trees were chipped and reused for erosion control purposes.

ASHBRITT FOUNDATION

AshBritt takes pride in being part of the long-term recovery of a community and has contributed over **\$5 million** to community driven initiatives.

SUPPORTING LOCAL & SMALL BUSINESSES

AshBritt works with Small, Disadvantaged, Minority-Owned, Women-Owned, HUB Zone, and Veteran-Owned business enterprises.

ASHBRITT.COM

**ATTACHMENT I
DEBRIS REMOVAL, PROCESSING AND DISPOSAL**

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
1	Mobilization and Demobilization (Lump Sum)	\$0.00	Lump Sum
2	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS) or other disposal sites (NOTE 1 & 6)	\$7.65	CY
3	Vegetative and C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to TDSRS or other disposal sites (NOTE 1 & 6)	\$7.87	CY
4	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site (NOTES 1, 3 & 6)	\$9.89	CY
5	Vegetative and C&D Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site	\$4.90	CY
6	Management of TDSRS (NOTE 4)	\$2.00	CY
7	Processing (Grinding/Chipping) of Vegetative Debris at TDSRS or Final Disposal	\$2.20	CY
8	Grinding or consolidation of C&D debris at TDSRS	\$2.00	CY
9	Processing (Open Burning) of Vegetative Debris at TDSRS or Final	\$1.50	CY
10	Processing Burning of Vegetative debris using air curtain incinerators at TDSRS or final disposal	\$1.84	CY
11	Pick Up and Haul of White Goods to Site within County	\$70.00	UNIT
12	Pick Up and Disposal of Hazardous Material	\$14.80	LB
13	Freon Management and Recycling	\$70.00	UNIT
14	Dead Animal Collection, Transportation and Disposal	\$4.68	LB
15	Abandoned Vehicle Removal	\$200.00	VEHICLE
16	Recreational Vehicle	\$32.00	Per LF
17	Disposal of asbestos containing material	\$31.00	CY
Removal of hazardous stumps resulting from trees growing on the right of way and Hauling to Final Disposal Site – (NOTE 6)			
18	6 inch diameter to 11.99 inch diameter	See conversion chart	
19	12 inch diameter to 23.99 inch diameter	See conversion chart	
20	24 inch diameter to 47.99 inch diameter	\$270.00	STUMP
21	48 inch diameter and greater	\$450.00	STUMP
Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 2 – 9			
22	Removal of hazardous hanging limbs greater than 2 inches	\$85.00	PER TREE
23	Removal of hazardous standing trees 6" – 12" in diameter	\$86.00	EACH
24	Removal of hazardous standing trees 13" – 24" in diameter	\$145.00	EACH
25	Removal of hazardous standing trees 25" – 36" in diameter	\$225.00	EACH
26	Removal of hazardous standing trees 37" – 48" in diameter	\$375.00	EACH
27	Removal of hazardous standing trees greater than 48" in diameter	\$500.00	EACH

Marine Debris Removal			
28	Canals, bayous and ditches	\$35.00	PER LF
29	Bays and other open waters	\$110,000.00	PER ACRE
30	Boat removal	\$280.00	PER LF
The following items shall be billed on a time and material basis according to the attached schedules:			
31	Emergency Road Clearance	See Equipment & Labor Rates	
32	Demolition of Structures (Debris will be hauled and disposed of under items 2-9)	\$3.45	SQ/FT
33	Disaster event Generated Hazardous Wastes Abatement; Biohazardous Wastes Abatement	Cost +20%	N/A
34	Generators, light plants, water pumps, portable toilets and other required equipment or materials	Cost +20%	

NOTES:

1. This price assumes that TDSRS's , final disposal site or other approved disposal sites are within 10 miles. For all distances over 10 miles add \$.21 per cubic yard per mile.
2. This price assumes final disposal is within 30 miles of TDSRS. For all distances over 30 miles add \$.19 per cubic yard per mile.
3. The Contractor will pay tipping fee at final disposal site(s) and back charge City at cost.
4. Includes management of site remediation.
5. All stumps placed on the right of way by citizens will be converted to cubic yards per the attached FEMA Stump Conversion Chart and charged as regular debris under items 2 – 7.
6. Invoices to be based on incoming load tickets.
7. Invoices to be based on outgoing load tickets.
8. For a multi-year contract, the above prices would be adjusted up or down on the anniversary date of the contract according a percentage equal to the percent change in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics.

**ATTACHMENT II
EQUIPMENT RATES**

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	\$150.00
JD 644 Wheel Loader with debris grapple	Hour	\$160.00
Extendaboom Forklift with debris grapple	Hour	\$130.00
753 Bobcat Skid Steer Loader with debris grapple	Hour	\$100.00
753 Bobcat Skid Steer Loader with bucket	Hour	\$100.00
753 Bobcat Skid Steer Loader with street Sweeper	Hour	\$100.00
30-50 HP Farm Tractor with box blade or rake	Hour	\$90.00
2-2 ½ Cu.Yd. Articulated Loader with bucket	Hour	\$150.00
3-4 Cu.Yd. Articulated Loader with bucket	Hour	\$170.00
JD 648E Log Skidder or equivalent	Hour	\$200.00
CAT D4 Dozer	Hour	\$135.00
CAT D6 Dozer	Hour	\$175.00
CAT D8 Dozer	Hour	\$240.00
CAT 125 – 140 HP Motor Grader	Hour	\$150.00
JD 690 Trackhoe with debris grapple	Hour	\$170.00
JD 690 Trackhoe with bucket & thumb	Hour	\$170.00
Rubber Tired Trackhoe with debris grapple	Hour	\$165.00
JD 310 Rubber Tired Backhoe with bucket and hoe	Hour	\$110.00
Rubber Tired Excavator with debris grapple	Hour	\$165.00
210 Prentiss Knuckleboom with debris grapple	Hour	\$300.00
Self-Loader Scraper Cat 623 or equivalent	Hour	\$260.00
Hand Fed Debris Chipper	Hour	\$100.00
300 – 400 Tub Grinder	Hour	\$500.00
800 – 1,000 HP Diamond Z Tub Grinder	Hour	\$600.00
30 Ton Crane	Hour	\$250.00
50 Tone Crane	Hour	\$350.00
100 Ton Crane (8 hour minimum)	Hour	\$500.00
40-60' Bucket Truck	Hour	\$200.00
Service Truck	Hour	\$110.00
Water Truck	Hour	\$110.00
Portable Light Plant	Hour	\$50.00
Equipment Transports	Hour	\$150.00
Pickup Truck, Unmanned	Hour	\$20.00
Self-loading Dump Truck with Knuckleboom and debris grapple	Hour	\$300.00
Single Axle Dump Truck, 5 – 12 Cu.Yd.	Hour	\$80.00
Tandem Dump Truck, 16 - 20 Cu.Yd.	Hour	\$95.00
Trailer Dump, 24 – 40 Cu.Yd.	Hour	\$115.00
Trailer Dump Truck, 61 – 80 Cu.Yd.	Hour	\$150.00
Power Screen	Hour	\$230.00
Stacking Conveyor	Hour	\$110.00
Off Road Trucks	Hour	\$200.00

LABOR AND MATERIAL RATES

Personnel Description	Unit	Unit Price
Operations Manager	Hour	\$115.00
Superintendent with truck, phone & radio	Hour	\$86.00
Foreman with truck, phone & radio	Hour	\$75.00
Safety/Quality Control Inspector with vehicle, phone & radio	Hour	\$90.00
Inspector with vehicle, phone & radio	Hour	\$50.00
Climber with gear	Hour	\$110.00
Saw Hand with chainsaw	Hour	\$55.00
Laborers & Flagmen	Hour	\$50.00
Public Assistance Manager	Hour	\$110.00
Documentation Clerk	Hour	\$50.00
Timekeeper	Hour	\$45.00
HazMat Professional	Hour	\$200.00
Household HazMat Inspection & Removal Crew	Hour	\$300.00
Generators from 10 KW to 300 KW		\$500.00
Materials Description	Unit	Unit Price
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	CY	\$18.00

Notes:

1. The Equipment, labor and material rates shown above are for tasks requested by the City which are not covered in the rates (per cubic yard) for normal debris removal and reduction.

2. Pricing includes operator, fuel, and maintenance. Depending on the severity of the disaster, some or all of the above equipment will be required. The Contractor will ensure sufficient numbers of each type of listed equipment are available to meet the needs for a particular disaster.

3. The listed equipment should cover all possible equipment needs following disaster. The Contractor has access and contacts for any other equipment that might be required and will negotiate a rate with the City if need arises for equipment not on list.

M. Attachments

**** Please see the following pages for AshBritt's Attachments ****



June 13, 2022

City of Freeport
ATTN: Christopher D. Motley
200 West 2nd Street
Freeport, Texas 77541

RE: **Disaster and/or Storm Recovery Services**
Due: June 15, 2022, at 10:00 A.M. CT

Dear Evaluation Committee:

We are pleased to submit the enclosed proposal for the **City of Freeport Disaster and/or Storm Recovery Services**. Ceres Environmental Services, Inc. is a national leader in disaster recovery and a Government contracting firm capable of providing personnel, equipment, and resources to respond to any disaster event rapidly and efficiently. Our services include debris removal and segregation, demolition and hazardous material management, debris reduction and site management, hazard tree, limb and stump removal, and the collection/generation of FEMA-required project documentation.

Particularly in Texas, Ceres has a unique and unmatched ability to immediately respond to significant debris generating events with company-owned assets. Our sister company, The Ground Up, operates a 35-acre mulching facility and two other retail locations in the Houston metropolitan area. Much of Ceres' 1,384 pieces of equipment are maintained and dispatched from our Houston facility, **approximately one hour from Freeport**. During Hurricane Harvey, the Houston yard converted into a Logistical Staging Area rescuing flooded residents with high water vehicles while simultaneously dispatching equipment for debris clearance and collection. If an event affects our Houston office, Ceres maintains other offices in Houma, LA, Sarasota, FL, Brooklyn Park, MN, and Cameron Park, CA providing us great continuity of operations to quickly step in and assume responsibility for disaster response.

Ceres has responded to clients in Texas impacted by hurricanes, tornados, winter storms, floods and derechos. This along with operating a Texas-based mulching company has helped Ceres build trusted relationships with Texas Division of Emergency Management, Texas Commission on Environmental Quality and Texas Department of Transportation to provide disaster guidance and quickly permit debris sites.

From 2016 to 2021, Ceres has responded to multiple large-scale events across the U.S. each year with tens of contracts performed simultaneously. The quick bullets highlight Ceres extensive experience and unique capabilities for Freeport.

- Across the U.S., Ceres has loaded, hauled, managed, reduced, and disposed of **over 35,000,000 cubic yards of debris**.
- Ceres has managed over **60,000 Right-of-Entries**.
- Ceres maintains **\$2 BILLION** in bonding capacity. Bonding capacity is indicative of financial health.
- Ceres has a demonstrated ability to maintain account receivables more than **\$188.8 MILLION** without any work stoppages.
- Ceres owns the largest fleet of equipment in the industry -- **1,384 pieces of equipment**.
- Ceres owns the largest internal reduction capacity in the industry -- **over 120,000 CYs per day** with 17 grinders and 9 air curtain incinerators.
- Ceres has **61 fulltime disaster response field management employees** with specific experience in project management, quality control, and safety practices enforcement. The 16 most senior of our disaster response management team have a **combined 344 years of experience**.
- Ceres received an **"Exceptional"** rating from the U.S. Army Corps of Engineers for projects resulting from Hurricane Michael in Southwest Georgia, Hurricane Irma/Maria in the U.S. Virgin Islands, and Hurricane Katrina in Louisiana.

Ceres Environmental Services Facts and Highlights

Founded in 1976 and incorporated in 1995, Ceres Environmental Services, Inc. has provided emergency management and other services for **46 years** to government entities throughout the United States.

- **Ceres has never defaulted on a contract or failed to complete any work awarded.**
- **No client of Ceres has been denied eligible reimbursement for work Ceres has performed.** Ceres' professional staff assists our clients, upon request, with the preparation and submission of project worksheets for FEMA and other agencies.
- **No Regulatory or License Agency Sanctions** have ever been imposed on Ceres or any of its principals.
- Ceres' policy and practice is to **utilize qualified local small and disadvantaged business enterprises** to the maximum extent practicable to further aid in the recovery of the community.
- **Exemplary Performance on over \$2.5 billion dollars** of Emergency Debris Management contracts awarded by various government agencies within the past 30 years on over 250 FEMA-funded contracts.
- Following Hurricane Michael, Ceres was activated by the USACE in **13 counties in Southwest Georgia**. Ceres collected and hauled a total of 4,236,363 cubic yards (CY) of debris in 90 days, with a **maximum haul of 140,330 CYs in a single day**.
- In all of 2017, Ceres received **54 major contract activations from cities, counties, and in the U.S. Virgin Islands (USVI)** for debris removal and off-island debris disposal. For the USVI work, Ceres received the **highest possible contract evaluation – Exceptional – in all categories for its pre- and post-Hurricanes Irma and Maria responses**.
- Ceres responded to Louisiana flooding in 2016, **removing over 1,000,000 cubic yards of debris** as well as damaged white goods and putrescent food.
- Following Hurricanes Hermine and Matthew, Ceres was activated on **20 contracts over four states: Florida, Georgia, South Carolina and North Carolina**. Ceres successfully removed **more than 3,000,000 cubic yards** of hurricane debris resulting from Hermine and Matthew despite already working in Louisiana following the flooding.
- Ceres responded to the Midwestern flooding and Hurricanes Dolly, Gustav and Ike during 2008 and **fulfilled all obligations for nine separate contracts**, seven of which were performed simultaneously.
- Performed **simultaneous Hurricanes Katrina, Rita and Wilma recovery operations** in three states throughout 44 counties and parishes.
- During Hurricane Katrina recovery, 45,000 cubic yards of debris were hauled on the first day of operations and up to 200,000 cubic yards daily after that. In total, **more than 13 million cubic yards** were hauled and processed.
- Performed **over 40,000 Right of Entry (ROE) work orders for "Blue Roof" repairs** for the U.S. Army Corps of Engineers on five contracts, with concurrent operations in over 30 counties.
- Recipient of the **Million Work Hours Award** for our **superb safety record** on the Katrina Debris project for the U.S. Army Corps of Engineers.
- Federal Employer Identification Number 41-1816075

**ATTACHMENT I
DEBRIS REMOVAL, PROCESSING AND DISPOSAL**

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
1	Mobilization and Demobilization (Lump Sum)	\$500.00	Lump Sum
2	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS) or other disposal sites (NOTE 1 & 6)	\$8.44	CY
3	Vegetative and C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to TDSRS or other disposal sites (NOTE 1 & 6)	\$8.59	CY
4	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site (NOTES 1, 3 & 6)	\$8.58	CY
5	Vegetative and C&D Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site	\$3.87	CY
6	Management of TDSRS (NOTE 4)	\$1.75	CY
7	Processing (Grinding/Chipping) of Vegetative Debris at TDSRS or Final Disposal	\$2.54	CY
8	Grinding or consolidation of C&D debris at TDSRS	\$1.57	CY
9	Processing (Open Burning) of Vegetative Debris at TDSRS or Final	\$0.47	CY
10	Processing Burning of Vegetative debris using air curtain incinerators at TDSRS or final disposal	\$1.22	CY
11	Pick Up and Haul of White Goods to Site within County	\$38.00	UNIT
12	Pick Up and Disposal of Hazardous Material	\$5.78	LB
13	Freon Management and Recycling	\$35.00	UNIT
14	Dead Animal Collection, Transportation and Disposal	\$0.95	LB
15	Abandoned Vehicle Removal	\$185.00	VEHICLE
16	Recreational Vehicle	\$88.00	Per LF
17	Disposal of asbestos containing material	\$28.45	CY
Removal of hazardous stumps resulting from trees growing on the right of way and Hauling to Final Disposal Site - (NOTE 6)			
18	6 inch diameter to 11.99 inch diameter	See conversion chart	
19	12 inch diameter to 23.99 inch diameter	See conversion chart	
20	24 inch diameter to 47.99 inch diameter	\$175.00	STUMP
21	48 inch diameter and greater	\$250.00	STUMP
Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 2 - 9			
22	Removal of hazardous hanging limbs greater than 2 inches	\$89.00	PER TREE
23	Removal of hazardous standing trees 6" - 12" in diameter	\$65.00	EACH
24	Removal of hazardous standing trees 13" - 24" in diameter	\$125.00	EACH
25	Removal of hazardous standing trees 25" - 36" in diameter	\$185.00	EACH
26	Removal of hazardous standing trees 37" - 48" in diameter	\$235.00	EACH
27	Removal of hazardous standing trees greater than 48" in diameter	\$285.00	EACH

Marine Debris Removal			
28	Canals, bayous and ditches	\$27.55	PER LF
29	Bays and other open waters	\$12,500.00	PER ACRE
30	Boat removal	\$92.00	PER LF
The following items shall be billed on a time and material basis according to the attached schedules:			
31	Emergency Road Clearance	See Equipment & Labor Rates	
32	Demolition of Structures (Debris will be hauled and disposed of under items 2-9)	\$3.25	SQ/FT
33	Disaster event Generated Hazardous Wastes Abatement; Biohazardous Wastes Abatement	Cost +12%	N/A
34	Generators, light plants, water pumps, portable toilets and other required equipment or materials	See Additional Disaster and/or Storm Recovery Services	

provided in Section K

NOTES:

1. This price assumes that TDSRS's , final disposal site or other approved disposal sites are within 10 miles. For all distances over 10 miles add \$0.19 per cubic yard per mile.
2. This price assumes final disposal is within 30 miles of TDSRS. For all distances over 30 miles add \$0.21 per cubic yard per mile.
3. The Contractor will pay tipping fee at final disposal site(s) and back charge City at cost.
4. Includes management of site remediation.
5. All stumps placed on the right of way by citizens will be converted to cubic yards per the attached FEMA Stump Conversion Chart and charged as regular debris under items 2 – 7.
6. Invoices to be based on incoming load tickets.
7. Invoices to be based on outgoing load tickets.
8. For a multi-year contract, the above prices would be adjusted up or down on the anniversary date of the contract according a percentage equal to the percent change in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics.

**ATTACHMENT II
EQUIPMENT RATES**

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	\$135.00
JD 644 Wheel Loader with debris grapple	Hour	\$155.00
Extendaboom Forklift with debris grapple	Hour	\$82.00
753 Bobcat Skid Steer Loader with debris grapple	Hour	\$101.00
753 Bobcat Skid Steer Loader with bucket	Hour	\$98.00
753 Bobcat Skid Steer Loader with street Sweeper	Hour	\$95.00
30-50 HP Farm Tractor with box blade or rake	Hour	\$88.00
2-2 ½ Cu.Yd. Articulated Loader with bucket	Hour	\$118.00
3-4 Cu.Yd. Articulated Loader with bucket	Hour	\$122.00
JD 648E Log Skidder or equivalent	Hour	\$129.00
CAT D4 Dozer	Hour	\$113.00
CAT D6 Dozer	Hour	\$155.00
CAT D8 Dozer	Hour	\$185.00
CAT 125 – 140 HP Motor Grader	Hour	\$125.00
JD 690 Trackhoe with debris grapple	Hour	\$167.00
JD 690 Trackhoe with bucket & thumb	Hour	\$163.00
Rubber Tired Trackhoe with debris grapple	Hour	\$178.00
JD 310 Rubber Tired Backhoe with bucket and hoe	Hour	\$118.00
Rubber Tired Excavator with debris grapple	Hour	\$178.00
210 Prentiss Knuckleboom with debris grapple	Hour	\$130.00
Self-Loader Scraper Cat 623 or equivalent	Hour	\$125.00
Hand Fed Debris Chipper	Hour	\$75.00
300 – 400 Tub Grinder	Hour	\$255.00
800 – 1,000 HP Diamond Z Tub Grinder	Hour	\$365.00
30 Ton Crane	Hour	\$255.00
50 Tone Crane	Hour	\$365.00
100 Ton Crane (8 hour minimum)	Hour	\$495.00
40-60' Bucket Truck	Hour	\$196.00
Service Truck	Hour	\$92.00
Water Truck	Hour	\$98.00
Portable Light Plant	Hour	\$31.00
Equipment Transports	Hour	\$110.00
Pickup Truck, Unmanned	Hour	\$27.00
Self-loading Dump Truck with Knuckleboom and debris grapple	Hour	\$215.00
Single Axle Dump Truck, 5 – 12 Cu.Yd.	Hour	\$68.00
Tandem Dump Truck, 16 - 20 Cu.Yd.	Hour	\$75.00
Trailer Dump, 24 – 40 Cu.Yd.	Hour	\$86.00
Trailer Dump Truck, 61 – 80 Cu.Yd.	Hour	\$92.00
Power Screen	Hour	\$85.00
Stacking Conveyor	Hour	\$42.00
Off Road Trucks	Hour	\$115.00

LABOR AND MATERIAL RATES

Personnel Description	Unit	Unit Price
Operations Manager	Hour	\$80.00
Superintendent with truck, phone & radio	Hour	\$70.00
Foreman with truck, phone & radio	Hour	\$62.00
Safety/Quality Control Inspector with vehicle, phone & radio	Hour	\$72.00
Inspector with vehicle, phone & radio	Hour	\$65.00
Climber with gear	Hour	\$55.00
Saw Hand with chainsaw	Hour	\$48.00
Laborers & Flagmen	Hour	\$42.00
Public Assistance Manager	Hour	\$60.00
Documentation Clerk	Hour	\$38.00
Timekeeper	Hour	\$32.00
HazMat Professional	Hour	\$65.00
Household HazMat Inspection & Removal Crew	Hour	\$215.00
Generators from 10 KW to 300 KW		
	See Additional Disaster and/or Storm Recovery Service provided in Section K	
Materials Description	Unit	Unit Price
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	CY	\$30.00

Notes:

1. The Equipment, labor and material rates shown above are for tasks requested by the City which are not covered in the rates (per cubic yard) for normal debris removal and reduction.
2. Pricing includes operator, fuel, and maintenance. Depending on the severity of the disaster, some or all of the above equipment will be required. The Contractor will ensure sufficient numbers of each type of listed equipment are available to meet the needs for a particular disaster.
3. The listed equipment should cover all possible equipment needs following disaster. The Contractor has access and contacts for any other equipment that might be required and will negotiate a rate with the City if need arises for equipment not on list.

Basis of Award	Percentage	DRC	CERES	ASHBRITT	TFR	KDF
Firm Qualifications	20%	12	12	17	12	11
Personnel Qualifications	20	13	13	18	10	10
NIMS Adopt Compliance	10	3	3	3	3	1
Employee Training		2	2	3	2	1
Operations		3	3	3	2	1
Project Understanding &	20	6	7	7	7	7
Approaching		9	7	9	8	9
Management Systems	10	5	5	5	5	5
Reporting Systems/Training Manual		5	5	5	5	5
Cost of Services Proposed	15	7	12	14	7	4
Experince with City of Freeport	5	3	1	5	1	1
Interview	100	68	70	89	62	55
Interviewer 1			2	1		
Interviewer 2			2	1		
Interviewer 3			2	1		
Interviewer 4			2	1		



City Council Agenda Items # 10

Title: Consideration and possible action approving EDC Project and Economic Development Agreement between the Freeport EDC and 905 N. Brazosport, LLC for the development of a Starbucks's Coffee.

Date: July 18, 2022

From: Tim Kelty, City Manager

Staff Recommendation:

Staff recommends approval of the EDC Project and Economic Development Agreement.

Item Summary:

The Freeport EDC has negotiated and offered the terms included in the proposed Economic Development Agreement with 905 N. Brazosport, LLC for the development of a Starbucks Coffee Shop. The Project will be located at the former Western Auto location. They will demo the current building and completely redevelop the site for their store.

The incentive being offered totals \$150,000 and is to be paid out in the following installments:

1. \$25K upon signing lease with Starbucks
2. \$25K upon approval of building permit and ground breaking
3. \$25K upon receiving Certificate of Occupancy
4. \$25K annually thereafter for 3 years.

The final three yearly payments are contingent upon Starbucks maintaining 15 FTE employees at the Freeport location and attaining annual \$750,000 in annual sales.

Background Information: None

Special Consideration: The EDC held the required Public Hearing with proper notification prior to considering requesting approval from council to enter into this agreement.

Financial Impact: This would commit \$150,000 of EDC project funds paid out over the next several yeas.

Supporting Documentation: Agreement.

ECONOMIC DEVELOPMENT AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

THIS AGREEMENT (the “Agreement”) by and between the Freeport Economic Development Corporation (the “EDC”), and 905 N. Brazosport, LLC (the “Developer”), (collectively referred to as the “Parties”) is entered into on this ____ day of _____, 2022 (the “Effective Date”).

WHEREAS, the EDC seeks to foster and financially support economic development projects that increase ad valorem taxes, sales taxes, create local jobs, create tourism, and enhance the quality of life for the City of Freeport and its citizens; and

WHEREAS, the EDC has attracted the development of a Starbuck’s Coffee corporation owned store (the “Project”) in the City of Freeport, through the efforts of marketing, developer meetings, and negotiations regarding economic development grants; and

WHEREAS, the EDC recognizes the positive economic impact the Project will bring to the City through timely development and diversification of the economy, elimination of unemployment and underemployment through the production of new jobs, the attraction of new businesses and the additional ad valorem taxes, sales and uses taxes, and utility revenues generated by the Project for the City of Freeport; and

WHEREAS, the EDC, pursuant to its Economic Development Authority, has agreed to provide certain financial incentives through direct payments made to the Developer upon the attainment of certain defined goals; and

WHEREAS, in consideration of the development of the Project, establishment of a Starbucks Coffee store, creation and maintenance of specific job numbers, and attainment of specific sales figures, the EDC desires to enter into this Development Agreement pursuant to the Texas Economic Development as an economic incentive for the Developer to develop and construct the Project;

WHEREAS, the City of Freeport has considered this proposed EDC project at two or more public meetings in compliance with the Texas Open Meetings requirements, made specific findings that the EDC project regarding said property fulfills a public purpose, passed a resolution, and entered into an agreement with the EDC regarding the project; and

WHEREAS, prior to executing this agreement, the EDC properly notified the general public through publication in the Brazosport Facts newspaper, conducted a public hearing regarding this project, and shall observe a sixty (60) day waiting period prior to funding this agreement; and

WHEREAS, in accordance with Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code, the EDC may establish and provide for the administration of a program for making loans and grants of public money to promote state or local economic development and to stimulate business and commercial activity in the city; and

WHEREAS, pursuant to the Development Corporation Act, now codified as Chapters 501 and 505, Texas Local Government Code, the City has created the EDC in order to assist with the development of economic development programs; and

WHEREAS, the City of Freeport has considered this proposed project in compliance with the Texas Open Meetings requirements, made specific findings that the EDC project regarding said property fulfills a public purpose, passed a resolution, and entered into an agreement with the EDC regarding the project; and

WHEREAS, after review of the current economic conditions in the city of Freeport and review of studies and observations by expert consultants, the EDC recognizes the positive economic impact the project will bring to the city through timely development and diversification of the economy, elimination of unemployment and underemployment through the production of new jobs, the attraction of new businesses, increase of the local population to attract additional retail market, and the additional ad valorem taxes, sales and uses taxes, and utility revenues generated by the project for the city; and

WHEREAS, pursuant to the Development Corporation Act, now codified as Chapters 501 and 505, Texas Local Government Code, the City has created the EDC in order to assist with the development of economic development projects; and

WHEREAS, the parties acknowledge that upon default or violation of any term of this agreement by Developer, the EDC shall not be liable to make any further payment of funds; and

NOW, THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the Parties hereby agree as follows:

ARTICLE I RECITALS

1.01 Recitals. The recitals set forth above are declared true and correct and are hereby incorporated as part of this Agreement.

ARTICLE II REPRESENTATIONS

2.01 Representations of the EDC. The EDC represents to the Developer that as of the date hereof:

A. The EDC is duly authorized, created and existing under the Constitution and laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations contemplated by this Agreement.

B. The EDC has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, will not violate any applicable judgment, order, law or regulation, and (ii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the EDC under any agreement or instrument to which the EDC is a party, or by which the EDC may be bound or affected, with the exception of the agreement and limitations regarding the approved use and time limitations with the City of Freeport.

C. This Agreement has been duly authorized, executed and delivered by the EDC and constitutes a legal, valid and binding obligation of the EDC, enforceable according to its terms except to the extent that (i) the enforceability of such instruments may be limited by bankruptcy, reorganization, moratorium or other similar laws of general application in effect from time to time relating to or affecting the performance of creditors' rights and (ii) certain remedies including specific performance, may be unavailable.

D. The execution, delivery and performance of this Agreement by the EDC does not require the consent or approval of any person which has not been obtained.

E. The EDC is only authorized to make the payments described in this agreement to the Developer under the terms and conditions of this agreement.

2.02 Representations of the Developer. The Developer hereby represents to the City that as of the date hereof:

A. The Developer is duly authorized, created, and existing in good standing under the laws of the State of Texas, and is qualified to do business in the State of Texas.

B. The Developer has the power, authority and legal right to enter into and perform his obligations under this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, will not violate any judgment, order, law or regulation applicable to the Developer, and (ii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Developer under any agreement or instrument to which the Developer is a party, or by which the Developer may be bound or affected.

C. The Developer has sufficient capital to perform its obligations under this Agreement.

D. The party executing this agreement on behalf of Developer is a duly authorized officer of Developer, as titled in his signature, and has been specifically authorized to execute this agreement by the properly signed Corporate Resolution attached as Exhibit E.

E. This Agreement has been duly authorized, executed and delivered by the Developer and constitutes a legal, valid and binding obligation of the Developer, enforceable according to its terms except to the extent that (i) the enforceability of such instruments may be limited by bankruptcy, reorganization, insolvency moratorium or other similar laws of general application

in effect from time to time relating to or affecting the performance of creditors' rights and (ii) certain equitable remedies including specific performance, may be unavailable.

ARTICLE III THE PROJECT

3.01 The Project. The Project shall generally consist of the construction and operation of a Starbucks Coffee shop at 905 N. Brazosport Boulevard, Freeport, Brazoria County, Texas in accordance with the construction plans attached as Exhibit A attached under the further conditions set forth in this agreement.

3.02 Public Purpose. The EDC finds that the benefits provided by the project described in Section 3.01 and this section promotes economic development in the city and stimulates business and commercial activity in the municipality.

3.03 Agreed Layout/Design. The parties agree to the layout and design of the project attached to this Agreement as Exhibit A. Developer shall not vary from this layout and design without prior written approval through duly enacted resolution of the EDC board.

3.04 Project Costs. All Project costs shall be borne by the Developer, including but not limited to the payment of the costs of design, engineering, materials, labor, construction and inspection, including all payments arising under any contracts entered into pursuant to this Agreement, all costs incurred in connection with obtaining governmental approvals, certificates or permits required as part of any contracts entered into in accordance with this Agreement, all related legal fees and out-of-pocket expenses incurred therewith related to the Project.

3.05 Additional Projects. This Agreement does not apply to any projects not specifically defined herein unless this Agreement is amended to provide for the design and construction of such additional projects.

ARTICLE IV DEVELOPER DUTIES AND RESPONSIBILITIES

4.01 The Project. Develop, design, engineer, construct and ensure operation the Project, Starbucks Coffee shop during the term of this agreement.

4.02 Proof of Funds. As a material condition of the offer and acceptance of this agreement, after execution of this agreement and before and a condition precedent for delivery of deeds to the above described property, Developer shall provide a pre-approval letter from a NMLS qualified lender, showing approval to lend sufficient funds to complete the Project. Said pre-approval letter shall contain the lender's NMLS number. Sufficiency of funds shall be determined in the sole discretion of the Freeport EDC. Failure to deliver this pre-approval letter within the 15 day time frame will constitute a default of this agreement with all remedies of default for the Freeport EDC contained herein. Further, Developer shall deed the property back to the Freeport EDC within 10 days of their failure to timely deliver the required pre-approval letter.

4.03 Construction of the Project. The Developer shall perform, or cause to be performed, the design, site work and related improvements necessary for the construction of the Project.

The Developer shall acquire and pay for any necessary easements and rights-of-way over property not owned by the Developer. The Developer shall dedicate and convey to the City of Freeport on behalf of the EDC, in a form satisfactory to the EDC, all easements and rights-of-way over property owned or acquired by the Developer and required to construct, install, operate and maintain the public portions of the Project.

4.04 Governmental Regulations and Permits. The Developer will apply for and use its best efforts to obtain, at its own expense, any and all necessary subdivision plats, permits, licenses, variances and approvals that are necessary to construct the Project, including any environmental controls. The Developer will satisfy all permitting requirements, including, but not limited to detention and building permitting requirements.

ARTICLE V. DEVELOPMENT AID AND INCENTIVES

5.01 The EDC shall pay a maximum of economic development grant to 905 N. Brazosport, LLC in the sum of One Hundred Fifty-Thousand and 00/100 Dollars (\$150,000) upon attainment of specific development goals of the Project as follows:

- A. Payment of Twenty-Five Thousand and 00/100 Dollars (\$25,000) upon receipt of a fully executed lease with Starbucks Coffee to operate a coffee shop in the Project building, said lease term to exceed the term of this Agreement;
- B. Payment of Twenty-Five Thousand and 00/100 Dollars (\$25,000) upon approval of building permit, groundbreaking, and placement of a 4'X 8' sign on construction site, containing EDC designed content as an "EDC Supported Project, which is visible to Brazosport Boulevard traffic;
- C. Payment of Twenty-Five Thousand and 00/100 Dollars (\$25,000) upon receipt of a certificate of occupancy from the City of Freeport, and verification that the above EDC sign was in place during the full term of construction;

All construction must be complete, certificate of occupancy received, and grand opening must occur on or before January 1, 2024, or this agreement shall automatically terminate, without notice to cure, and all funds received shall be repaid to the EDC within 30 days of demand.

- D. Payment of three (3) annual payments of Twenty-Five Thousand and 00/100 Dollars (\$25,000) after operation of a Starbucks Coffee shop in the Project building for each 12 month term, upon presentation of proof, in satisfactory form to the EDC of compliance with the following:

1. Maintaining at least a fifteen (15) full time staff or equivalent to operate the Starbucks Coffee shop the Project location;
2. Attain sales figures of at least \$750,000 of sales over the prior 12 month time period;
3. Placement of a plaque, prominently displayed in the dining area of the shop, for the entire term of this Agreement, created by the EDC announcing the shop as an EDC Project.

5.02 Full-Time Staff or Equivalent Full-time staff means an individual who is an employee of Starbucks or its affiliates, who works a minimum of 35 hours in a seven-day period, and reports to work at the Starbucks Coffee Store located at 905 N. Brazosport Boulevard, Freeport, Texas, excluding any contract employee, seasonal employee or part-time employee.

A full-time staff equivalent means the combination one or more employee of Starbucks or its affiliates, who reports to work at the Starbucks Coffee Store located at 905 N. Brazosport Boulevard, Freeport, Texas that combined work hours equal a minimum of 35 hours in a seven-day period.

The total number of full-time staff and full-time equivalents, must equal a total of 15 full-time staff members.

5.03 Proof of Minimum Staffing

Developer shall submit documentation showing constant minimal staffing over the entire preceding 12 month period, in a form acceptable to the EDC, to obtain its annual performance payment.

**ARTICLE VI.
MISCELLANEOUS PROVISIONS**

6.01 Default; Remedies. The EDC shall not be responsible to pay any of the incentives, subsequent to the Developer failure to attain any Project goal set forth above.

6.02 Separate Status. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint ventures or members of any joint enterprise, with the exception that the EDC and the City of Freeport have common interests in this Project. The parties acknowledge that Developer has duties to the City of Freeport, as set forth in this agreement, whether the agreement is executed by the City of Freeport or not. Developer agrees that such duties to the City of Freeport are supported by consideration under the terms of this Agreement.

6.03 Construction and Interpretation.

A. Whenever required by the context of this Agreement, (i) the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neutral genders, and vice versa, and (ii) use of the words “including,” “such as,” or words of similar import, when following any general term, statement or matter, shall not be construed to limit such statement, term or matter to specific terms, whether or not language of non-limitation, such as “without limitation,” or “but not limited to,” are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest scope of such statement, term or matter.

B. The captions preceding the text of each article and section of this Agreement are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Agreement. Capitalized and Bold terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.

C. This Agreement may be executed in several counterparts; each of which shall be deemed an original. The signatures to this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one (1) complete document.

6.04 Assignability. The Developer may not assign or transfer its rights (including the rights to receive interest payment reimbursements as described in this agreement), duties and obligations under this Agreement to any person or entity.

6.05 Credit for Third-Party Performance. The parties agree and acknowledge that Developer is responsible to construct the Project and execute the lease with Starbucks Coffee. Although Developer shall receive payment for performance related to the operation of the Starbucks Coffee shop under this agreement, Developer has no control over the actual operation of the Starbucks Coffee shop, nor the direct ability to achieve the operational goals set forth herein. Developer acknowledges that it has the burden to produce proof of compliance of the operational goals of signage, maintenance of staff numbers, and sales figures in the form satisfactory to the EDC. Failure of the Starbucks Coffee shop operator to provide information to the Developer does not relieve the Developer of these requirements, and will result in non-payment by the EDC.

6.06 Sale of Property. The parties agree and acknowledge that payments made under this agreement shall be paid to Developer upon attainment of the Project goals set forth herein. The payments due to the Developer under this agreement shall be paid to Developer whether Developer continues to own the property or serve as landlord of the property.

6.07 Severability. If any provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

6.08 Complete Agreement. This Agreement represents the complete agreement of the parties with respect to the subject matter hereof and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be in writing and signed by all parties hereto or permitted or approved assignees. This Agreement may be executed in multiple counterparts.

6.09 Exhibits. All exhibits attached to this Agreement are incorporated herein by reference and expressly made part of this Agreement as if copied verbatim.

6.10 Notice. Any notice or demand, which any party is required to or may desire to serve upon the other, must be in writing, and shall be sufficiently served if (i) personally delivered, (ii) sent by facsimile, (iii) sent by registered or certified mail, postage prepaid, or (iv) sent by commercial overnight carrier, and addressed to:

If to the EDC:

Freeport Economic Development Corporation
Attn: EDC President
Attn: Freeport EDC attorney
200 W. Second St.
Freeport, Texas 77541

If to the Developer:

905 N. Brazosport, LLC
3003 W. Alabama
Houston, Texas 77098

or such other address or addresses which any party may be notified in writing by any other party to this Agreement.

Such notice shall be deemed to have been served (a) four (4) business days after the date such notice is deposited and stamped by the U.S. Postal Service, except when lost, destroyed, improperly addressed or delayed by the U.S. Postal Service, or (b) upon receipt in the event of personal service, or (c) the first business day after the date of deposit with an overnight courier, except when lost, destroyed or improperly addressed, or (d) the date of receipt by facsimile (as reflected by electronic confirmation); provided, however, that should such notice pertain to the change of address to either of the Parties hereto, such notice shall be deemed to have been served upon receipt thereof by the party to whom such notice is given.

6.11 Immunity The Parties agree and acknowledge that the EDC is entitled to the common law doctrine of governmental immunity related to this agreement. Specifically, the parties agree and acknowledge that the EDC is immune to liability under this agreement. In addition to said immunity, the parties agree that the Developer is not relying upon any payments or incentives contained in this agreement for constructing or otherwise implementing this Project. The parties

agree that the EDC shall not be liable to Developer for any damage resulting from the failure of the EDC to make any payments under the Agreement.

6.12 Forum Selection. This Agreement and the relationship between the Parties shall be governed and interpreted under the laws of Texas without regard to any conflict of laws provision. Venue for any suit arising out of any relationship between the Parties shall exclusively be the appropriate court in Brazoria County, Texas. Developer specifically consents to and waives any objections to, personal jurisdiction in Brazoria County, Texas.

6.13 Effective Date. This Agreement shall be binding and take effect only upon all Parties signatures hereto, attachment of all required exhibits, and receipt by the Parties of a fully executed copy hereof. For the purposes of timetables provided in this Agreement, the Effective Date shall be the date first above written.

6.14 Preamble. The findings of fact, recitations and provisions set forth in the preamble to this Agreement are true and are adopted and made a part of the body of this Agreement, binding the Parties hereto, as if the same were fully set forth herein.

6.15 Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the Parties, respectively.

6.16 Legal Contest. This Agreement is entered into in accordance with applicable law as understood by the Parties. In the event any part, provision or paragraph thereof shall become unenforceable by reason of judicial decree or determination the parties hereto mutually agree to the extent possible to ensure that all other provisions of the agreement including the intent of the Agreement be honored and performed.

6.17 Economic Incentives Constitute a Program. This Agreement constitutes an economic development program to promote state or local economic development and to stimulate business and commercial activity in the City and the area annexed for limited purposes pursuant to Article III, Sec. 52-a, Texas Constitution and Chapter 380, Texas Local Government Code.

6.18 Term. This Agreement will begin upon execution by both parties and continue as set forth herein.

ECONOMIC DEVELOPMENT CORPORATION:

By: _____
Mingo Marquez, President
Freeport Economic Development Corporation

DEVELOPER:
905 N. Brazosport, LLC

By: _____



June 17, 2022

Via email: tkelty@freeport.tx.us

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

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

Dear Mr. Kelty:

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

If accepted, this letter agreement confirms our Firm's engagement and sets out the scope of legal services that we will provide to the City. With this understanding in mind, our Firm agrees to advise and represent the City in all matters normally addressed by your City Attorney for a thirty day period beginning on this date and extendable by mutual agreement.

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

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

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

1. Fees for the Firm's Services.

The fees for the Firm's services will be determined by the actual time expended

by our lawyers and other professional staff in providing such services. We will bill the City for such on an hourly basis at rates consistent with rates charged to other clients for similar services.

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

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

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

2. Professional Liability Insurance.

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

3. Termination.

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

Tim Kelty
City of Freeport, Texas
Engagement Letter
June 17, 2022
Page 4

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

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

Sincerely,

OLSON & OLSON, L.L.P.

/s/ Brian J. Begle
Brian J. Begle

ACCEPTED:

CITY OF FREEPORT, TEXAS

By:



Tim Kelty

6/17/2022
Date

City Manager

ATTACHMENTS:

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

4. Choice of law.

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

5. Cooperation and communication.

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

6. File retention policy.

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

7. Potential conflicts of interest.

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

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

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

EXHIBIT A

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

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

EXHIBIT B

INSURANCE REQUIREMENTS

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

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

Policy Requirements

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

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

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

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

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

EXHIBIT C

The Texas Lawyer's Creed

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

Our Legal System

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

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

Lawyer to Client

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

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

EXHIBIT C

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

Lawyer to Lawyer

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

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

EXHIBIT C

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

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

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

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

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

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

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

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

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

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

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

16. I will refrain from excessive and abusive discovery.

EXHIBIT C

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

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

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

Lawyer and Judge

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

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

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

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

4. I will be punctual.

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

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

7. I will respect the rulings of the Court.

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

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

OLSON & OLSON^{LLP}
ATTORNEYS AT LAW

June 30, 2022

Via email: tkelty@freeport.tx.us

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

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

Dear Mr. Kelty:

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

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

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

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

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

1. Fees for the Firm's Services.

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

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

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

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

2. Professional Liability Insurance.

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

3. Termination.

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

4. Choice of law.

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

5. Cooperation and communication.

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

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

7. Potential conflicts of interest.

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

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

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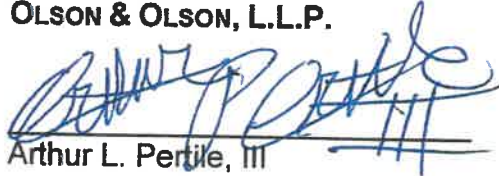
Tim Kelty
City of Freeport, Texas
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We trust that this proposal will be satisfactory to you. If so, please sign below and return to the undersigned. If you need any additional information, please notify us and we will provide it to you.

Sincerely,

OLSON & OLSON, L.L.P.



Arthur L. Pertile, III

ACCEPTED:

CITY OF FREEPORT, TEXAS

By:



Tim Kelty

City Manager

City Manager



Date

ATTACHMENTS:

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

EXHIBIT A

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

<u>OLSON & OLSON BILLING RATES</u>	<u>OLSON & OLSON BILLING RATES</u>
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Mary Ann Powell	\$240/hr
Allison Killian	\$225/hr
Justin Pruitt	\$185/hr
Bridgette Begle	\$180/hr
Paralegals	\$100/hr

EXHIBIT B

INSURANCE REQUIREMENTS

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

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

Policy Requirements

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

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

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

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

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

EXHIBIT C

The Texas Lawyer's Creed

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

Our Legal System

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

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

Lawyer to Client

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

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

EXHIBIT C

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

Lawyer to Lawyer

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

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

EXHIBIT C

5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are canceled.
6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.
7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.
8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.
9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.
10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.
11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.
12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.
13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.
14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.
15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.
16. I will refrain from excessive and abusive discovery.

EXHIBIT C

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

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

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

Lawyer and Judge

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

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

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

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

4. I will be punctual.

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

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

7. I will respect the rulings of the Court.

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

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

About Our Firm

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

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

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

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

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

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

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

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

Qualifications and Background

Lawyers

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

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

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

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

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

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

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



June 22, 2022

City of Freeport
200 West 2nd Street
Freeport, TX 77541

ATTN: Mr. Lance Petty

RE: Proposal TEX22-032 for Freeport – Phase II Freeport Levee Walking Trail Improvements

TexCon Construction Services, LLC proposes to furnish the necessary labor, material and equipment required to complete the following scope of work for the above referenced project based upon attached drawings and scope of work.

We have prepared a list of items and conditions that are included, excluded and/or qualified to assist you in the evaluation of this proposal. We trust you will review these items and find this additional information useful.

We will complete the work as outlined in this proposal for the following Lump Sum price of: **Forty-Seven Thousand Nine Hundred Fifty Dollars & No Cents. \$47,950.00**

QUALIFICATIONS/CLARIFICATIONS:

1. Proposal based upon working five (5) ten (10) hours days, Monday through Friday from 7:00 a.m. to 5:30 p.m. TexCon Services has based starting work in fourteen (14) calendar days from receipt of contract/purchase order and is estimated to complete work in seven (7) working days, excluding rain, and drying days.
2. Proposal based on 1,897 LF of 6-foot wide by 4-inch thick compacted ¾" minus decomposed granite.
3. Proposal based on City of Freeport to mow grass close to ground and spray vegetation with weed/grass in an area 7-feet wide the entire length of 1,897 LF.
4. Proposal based on City of Freeport to trim trees along the levee to allow for access for equipment.
5. Proposal based on City of Freeport to mark center line of new walking trail.
6. Proposal based on City of Freeport to furnish security fencing for material and equipment for the duration of the project
7. Proposal shall be valid for 30 days from the date of submission.
8. Proposal is based on entering into a mutually agreeable contract, exhibits, general provisions, supplemental provisions, waiver forms and schedule.
9. Proposal excludes sales tax.
10. Proposal excludes (CMT) testing.
11. Proposal based on permits, fees and construction inspections being by owner at no cost to contractor.
12. **Alternate** Bond Cost: Add \$1,200.00.

We are proud to offer a quote for this work. Please do not hesitate to call (979) 583-2908 if you have any questions. We look forward to hearing from you.

Regards,

Larry Peel

Larry Peel
Estimator

LP/jb

7 Ketchum Court, Angleton, Texas 77515
979.583.2908 (o) • 979.849.5617 (f)



July 11, 2022

The City of Freeport
200 West Second St.
Freeport Texas 77541

Attention: Ms. Cathy Ezell, finance/Human Resource Director

Subject: Paving Services-Levee Walking Trail 1870 feet ¼" granite requested by Lance

Ms. Ezell,

Sorrell Construction Equipment & Materials, LLC s is proposing for the 1870'1/4" granite walkway.

We include the following in our scope:

1. Strip grass from edges of existing walkway
2. Install ¼" Crushed granite 4" thick, 6' wide by 1870 lft long, no grade corrections included
3. Clean up – plan to use strippings as shoulder up material
4. Completion time is 25 days

Price for the above \$ 47,700.00.

Respectfully,

Sorrell Construction Equipment & Materials, LLC

Don Barrett

Don Barrett, General Manager
Cell, 979-299-8668, office 979-233-6655, email don@sorrelltx.com

ORDINANCE NO. 2022-2657

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Brooks Bass, Mayor

ATTEST:



Betty Wells, City Secretary

APPROVED AS TO FORM ONLY:



Christopher Duncan, City Attorney



**PERSONNEL
POLICY
HANDBOOK**



CITY OF FREEPORT – PERSONNEL POLICY HANDBOOK

WELCOME

The City of Freeport would like to extend it's warmest welcome to you as an employee of this unique city.

Freeport is rich in history. It was a hunting and fishing area for the Karankawa Indians. Later, Brazoria County was the base for Stephen F. Austin in colonizing Texas. Prior to the Civil War, it was the site of major plantations that made use of the Brazos River for importing supplies and exporting agricultural products.

Velasco (now Surfside) was a Mexican fort until the Texas War for Independence, after which it became a small beach resort. An inland resort and farm community adopted the name of New Velasco, and became just Velasco after the 1900 storm leveled the old town. Much of the inland city was vacated in that storm, and most of the property became dormant until the Freeport Urban Renewal Agency began acquiring it in the 1960's.

Across the river from Velasco, Freeport was created in 1912 when the Freeport Sulfur Company established a town site and began mining sulfur at Bryan Mound.

In 1925 the Navigation District was created by vote, and began the work of diverting the Brazos River from its downstream course. This allowed the dammed lower portion to be dredged to form a dependable deep-sea port (Port Freeport).

The present industrial character of the area began forming when in 1940, Willard Dow purchased 823 acres to begin what is now known as Dow Chemical Texas Operations, the centerpiece of the world's largest basic chemical processing complex.

The cities of Lake Jackson, Clute, Richwood, and smaller communities formed nearby, and this group took the name Brazosport Area and chose to share a school district, community college, chamber of commerce, hospital, and other facilities.

Freeport is a popular Gulf Coast sportfishing site and the majority of the commercial shrimping activity of South Texas takes place in this area of the Gulf of Mexico.

Freeport offers many attractions; these include a Municipal Golf Course, numerous parks, community houses and pavilions, unique restaurants and shops, charter and party boat services, and an award winning school district.

As a city employee you are responsible for carrying out the "Goals of the City" through your departments' goals and objectives. This Policy Handbook sets the standards for all City of Freeport employees to accomplish the City's missions.

Goals of the City of Freeport

- ❖ *Recruiting, developing, and retaining qualified staff*
- ❖ *Providing friendly and professional customer service to our citizens*
- ❖ *Practicing fiscal conservatism*
- ❖ *Providing a safe and inviting environment in which our citizens can live*
- ❖ *Maintaining equipment and resources for delivery of quality services*
- ❖ *Providing for a well planned and strong infrastructure*
- ❖ *Developing a healthy local economy*

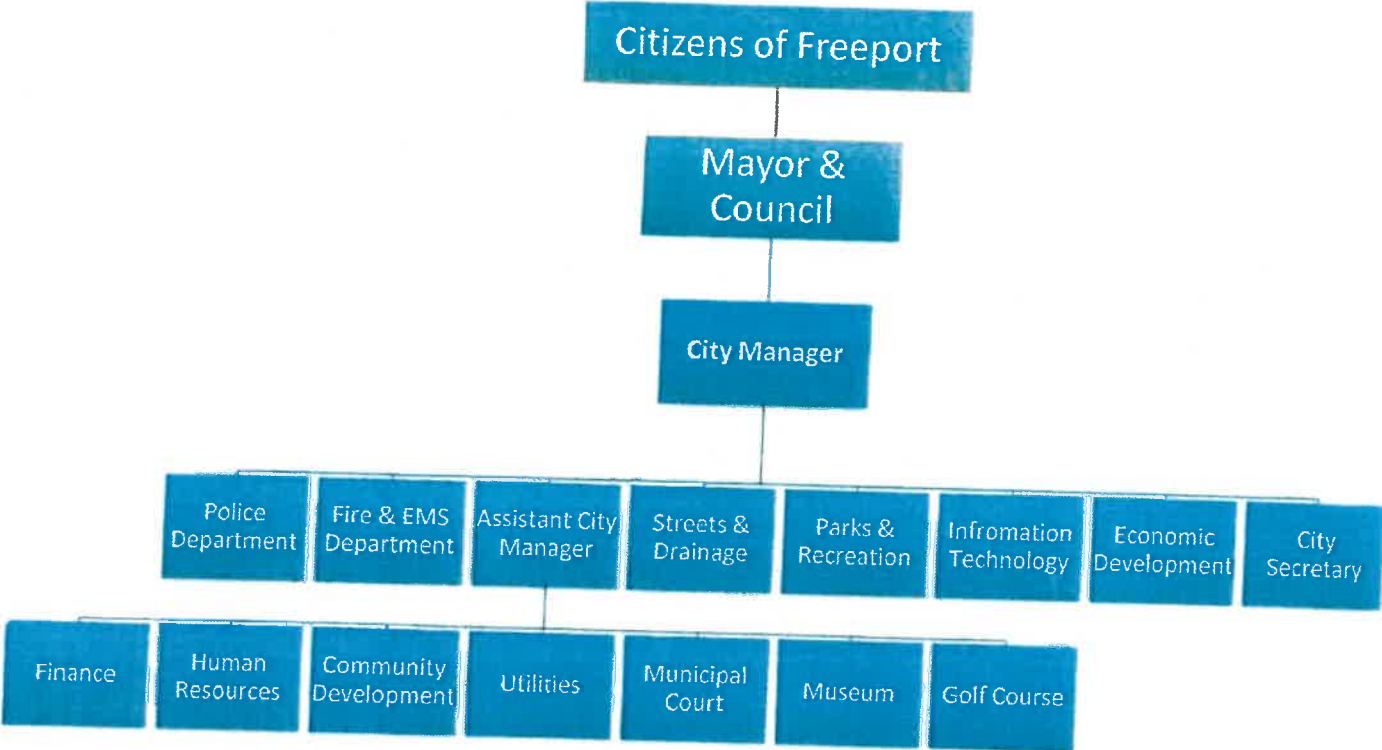
CITY
of
FREEPORT

VISION STATEMENT

The City of Freeport is committed to its citizens in procuring a quality of life that meets the high standards of its leadership.

Building partnerships with industry, schools, and citizens, the City will approach this century with a resolve to make Freeport the standard by which others set their goals.

Organizational Chart



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CHAPTER

ONE

GENERAL PROVISIONS

CITY OF FREEPORT - PERSONNEL POLICY HANDBOOK

CHAPTER ONE

GENERAL PROVISIONS

1.01 Purpose of Policy Handbook

The City Council of the City of Freeport deems it advisable to formulate a policy governing the relationship of the City with its employees. The policies in this handbook are guidelines only, and do not constitute any type of employment contract with any employee, nor are they intended to make any commitment to any employee concerning how individual employment action will be handled. This policy also represents an effort to establish governing principles for a fair and equitable system of personnel management. This policy is not intended to be all-inclusive and cover every conceivable personnel situation that might arise. It is understood that this policy will require modification from time and it should not be regarded as fixed or unchangeable, but subject to growth and change.

1.02 Conditions and Amendments

These policies shall become part of the employment conditions of each employee. Employment with the City shall be contingent upon the employee's compliance with all of the provisions of these policies applicable to such employee.

Changes to these policies may be recommended by any employee to their immediate supervisor to be forwarded to the City Manager. The City Manager has the sole authority to change these policies and regulations, subject to the approval of and such exceptions as the City Council may deem necessary.

1.03 Non-Discrimination

The City of Freeport will comply with the Civil Rights Act of 1964 and subsequent amendments thereto, and will not discriminate in its policies because of handicap, race, color, creed, national origin, religion, sex or age. However, it must be recognized that in certain job classifications and performance of the duties of certain positions, qualifications must be set that may direct or restrict, in certain cases, the field of applicants to those who qualify for that particular position. Also some restrictions will be placed on positions that require certain educational and experience qualifications.

It is the policy of the City of Freeport to comply with the Equal Employment Opportunity legislation and be in compliance as an Equal Employment Opportunity Employer.

CITY OF FREEPORT – PERSONNEL POLICY HANDBOOK

1.04 At-Will Employment

The City of Freeport is an employment-at-will employer as defined under Texas common law. As such, the employment relationship between the employee and the City is terminable at the will of either the City or the employee, with or without cause, at any time without notice, and for any reason. The City may set rules and regulations governing the conduct of the employees, but no communication or practice shall limit or modify the employment-at-will relationship. This manual is not intended to create a contract of employment. No agreement or promise regarding an individual's employment is binding on the City unless it is in writing and signed by the City Manager or his/her designee. The provisions of this manual control over any conflicting statements made by any Department Director or Supervisor. The City Manager, with the approval of the City Council, has the right to change these policies at any time without notice.

CHAPTER

TWO

ORGANIZATION AND PERSONNEL

CITY OF FREEPORT – PERSONNEL POLICY HANDBOOK

CHAPTER TWO

ORGANIZATION AND PERSONNEL

2.01 Role of Mayor and City Council

The City Council is comprised of four council members and the Mayor, and is the policy making body for the City of Freeport. The Mayor is the presiding officer of the City Council, and is the ceremonial head of the City government.

2.02 Role of City Manager

The City Manager is the Chief Executive and Chief Administrative Officer of the City and is appointed by the City Council. The City Manager is responsible to the City Council for the administration of all affairs of the City. The City Manager appoints and removes all employees, except those whose appointment or removal is otherwise provided for by the City Charter or specific ordinance. Except for purpose of inquiry, the Mayor and City Council shall deal with the administrative services solely through the City Manager and shall not give orders, either publicly or privately, to any employee of the City except the City Manager. Provided however, when the City Manager is unable to perform the duties of his/her office for any reason, or if such office becomes vacant, until an Acting City Manager is appointed, a qualified employee designated in writing by the City Mayor, with the consent of the City Council shall perform the duties of the City Manager hereunder.

2.03 Role of Department Directors

The Department Directors are to supervise their designated department within the City. These Department Directors are appointed by the City Manager. The City Manager and Department Directors make up the management team and are responsible for the efficient operation of City services through team leadership. With the approval of the City Manager, Department Directors may appoint personnel as supervisors to assist them in the fulfillment of their supervisory duties. Department Directors are expected to effectively lead their department employees in meeting and achieving the goals and objectives of their department and establishing policies, which are not inconsistent with these policies, which lead to the fulfillment of the City's mission.

2.04 Role of Operations Personnel

Operations personnel are those employees who are responsible for the day to day operation of City services. Each employee will have a general job description and will be assigned to a particular department. However, each employee works for the City of Freeport and as a City employee, may from time to time, at the discretion of the employee's supervisor, be assigned to jobs outside of his/her regular department and/or outside of the duties of his/her general job description.

CHAPTER

THREE

EMPLOYEE APPOINTMENTS

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CHAPTER THREE

EMPLOYEE APPOINTMENTS

3.01 Equal Employment Opportunity

The City of Freeport is an Equal Opportunity Employer. No hiring or employment decision shall be based upon race, color, religion, sex, national origin, age or disability. However, it must be recognized that in certain job classifications and performance of the duties of certain positions, qualifications must be set that may direct or restrict, in certain cases, the field of applicants to those who qualify for that particular position.

3.02 Americans with Disabilities Act

In compliance with the Americans with Disabilities Act (ADA) of 1990, the City of Freeport will provide reasonable accommodations to otherwise qualified individuals with disabilities as prescribed in accordance with the Act.

A “reasonable accommodation” may be provided when it enables the employee/applicant to perform the essential functions of the job.

3.03 Application Process

When a vacancy occurs in a City position, the Department Director shall notify the Human Resource Department of such a vacancy by submitting a “Vacancy Verification Form”. The Director will acquire the signature of the City Manager on the “Vacancy Verification Form” before announcing the vacancy and seeking qualified applicants. Once a vacancy is announced, applications will be accepted until the closing date specified by the Human Resource Department (minimum seven (7) days). Announcement process is as follows, advertised in the local paper, and posted on city’s website, outside the Human Resource office and at the affected department, other social media as appropriate.

Department Directors may review and interview applicants prior to the closing date, but no final decision shall be made until after the closing date for accepting applications.

If, after reviewing and interviewing, the Department Director feels an appointment recommendation is warranted, he/she shall submit to the Human Resources Department a completed applicant package including Background Investigation signed by the Department Director and Human Resources Screening and Authorization Form signed by the Department Director. After reviewing the Background Investigation, the Human Resources Department will forward the applicant package to the City Manager with a recommendation. Once the City Manager has approved the applicant package, the Human Resources Department will contact the applicant to arrange for a pre-employment drug screen and physical. If the City

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Manager does not recommend or approve the application package, the Department Director will be notified and other qualified applicants will be considered or the position will be reposted. If an additional search for qualified applicants is warranted, the Department Director shall notify the Human Resource Department, which shall reinstate the announcement process.

Any vacancy announcement shall state the City's commitment as an Equal Employment Opportunity Employer and shall specify the position title, required and preferential qualifications, and the deadline for and method of application. Such announcement shall also specify the location of a written job description for applicants.

Applications for employment with the City of Freeport shall be provided by the Human Resource Department and should be submitted to the Human Resource Department. All application for employment must be turned into the Human Resource Department. Resumes may be utilized for initial screening of applicants. However, no person shall be employed by the City of Freeport without having a formal application on file with the City of Freeport. As required by law, all solicited applications will be kept on file in the Human Resource Department for two (2) years.

All applicants will be required to meet the qualifications listed in the job description for the position they seek. Additionally, applicants may be required to furnish information that demonstrates compliance with the standards for employment prescribed in the job description.

3.04 Nepotism

No applicant related to the Mayor, any member of the City Council, or the City Manager, within the first and second degree of affinity, (related by marriage) or the first, second, and third degree of consanguinity, (blood relation) shall be appointed to any position of employment in the City of Freeport.

No applicant related to an employee of the City, within the first degree of affinity, or the first and second degree of consanguinity, shall be appointed to any position in the City of Freeport without the written approval of the City Manager.

During the course of employment, should two or more employees within the same department become related by affinity within the first degree, and they wish to remain City employees, they will be prohibited from taking any position which would involve an employee being supervised by a member of his/her immediate family, unless the City Manager, in writing, determines that the appointment would not be detrimental to the operation of the City.

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Consanguinity (Blood Relationships)

<u>1st Degree</u>	<u>2nd Degree</u>	<u>3rd Degree</u>
Father	Grandfather	Great Grandfather
Mother	Grandmother	Great Grandmother
Son	Grandson	Great Grandson
Daughter	Granddaughter	Great Granddaughter
Brother	Uncle	Great Uncle
Sister	Aunt	Great Aunt
Half Brother	Nephew	Great Nephew
Half Sister	Niece	Great Niece
	1st Cousin	Great Cousin

Affinity (Marriage Relationships)

<u>1st Degree</u>	<u>2nd Degree</u>
Mother-in-law	Grandfather-in-law
Father-in-Law	Grandmother-in-Law
Brother-in-Law	Grandson-in-Law
Sister-in-Law	Granddaughter-in-Law
Son-in-Law	Uncle-in-Law
Daughter-in-Law	Aunt-in-Law
Spouse	Nephew-in-Law
Step Father	Niece-in-Law
Step Mother	1 st Cousin-in-Law
Step Son	
Step Daughter	

3.05 Drug Testing and Physical Examinations

Before being appointed, and after a conditional offer of employment, a prospective employee shall undergo a thorough medical, and/or psychological examination, and a drug and alcohol test by a physician designated by the City. All employees are subject to the City's Policies and Procedures for a Drug-free Workplace and the City's Mandatory Drug Testing Program, along with the Random Drug Testing Program.

3.06 Eligibility for Rehire

Former employees will be eligible for re-employment with the City at the discretion of the City Manager; however, they shall not receive preference over other applicants on the basis that they were formerly employed by the City. If a former employee is rehired, he/she will be subject to all probationary periods as set forth in the policy handbook.

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3.07 Transfers

The Department Director may transfer employees from one position to another within their department. Employees may also be transferred from one department to another with the consent of both Department Directors. The City Manager may also transfer an employee between departments to facilitate an efficient use of City personnel. All transfers must be reported to and approved by the City Manager before becoming effective.

A report of Disciplinary Action must be completed when a transfer is made for disciplinary reasons.

Employees requesting to be transferred within the City, to a vacant position, should submit a letter of interest to the Human Resource Department.

3.08 Promotions

The City of Freeport is committed to a policy of hiring and rewarding qualified employees and shall make every effort to fill vacant positions by promotion of current personnel. When a position becomes vacant, any interested employee shall submit a letter of interest to the Human Resource Department, in accordance with Policy 3.03 Application Process. The Human Resource Department will then forward letter of interest to the Department Director. This letter of interest will be reviewed along with other applications that may be received from applicants not currently employed by the City. All promotions must first be approved by the City Manager.

3.09 Employment of Minors

Minors may be considered for employment within the limitations of state and federal laws.

- I. 16-17 year olds may be hired for any nonhazardous jobs
- II. 14-15 year olds may be employed outside of school hours under the following conditions:
 - a. No more than 3 hours on a school day
 - b. No more than 18 hours in school week
 - c. 8 hour maximum on non-school day
 - d. 40 hour maximum in a non-school week
 - e. Work may not begin before 7 a.m.
 - f. Work may not extend past 7 p.m., except between June 1 and Labor Day, when evening hours are extended to 9 p.m.

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- III. Under special provision, 14-15 year olds enrolled in an approved work training program may be employed for over 18 hours in a school week, including during school hours; however, prior approval must be obtained by the City Manager.

3.10 Definitions of Employment

The following are definitions of employment status:

- Part-time - Employees who are budgeted to work 40 hours or less per pay period. (No benefits are received).
- Temporary - Employees hired for a defined period of time. (No benefits are received).
- Seasonal - Employees hired for a seasonal period of time. (No benefits are received).
- Full-time (Regular) - Employees who are budgeted to work at least 80 hours per pay period. (Benefits are provided).
- Probationary - Employees who have taken new job responsibilities and who are considered full-time (regular) employees.
- Contract - Individuals who have a written contract from the City to perform specified functions.

3.11 Employee Evaluations

It is the intention of the City of Freeport to recognize the performance of its employees through the administration of Performance Evaluations. These evaluations will assist in the determination of rates, status, employee strengths, and areas of needed improvement.

Performance evaluations shall occur at the discretion of the City Manager. All evaluations shall be executed by the employee's Director or designated supervisor. Employees who desire to request an appeal of their evaluation may do so through the City's Grievance Process.

CHAPTER

FOUR

PROBATION

CHAPTER FOUR

PROBATION

4.01 Purpose of Probation

The probationary employment period is utilized to secure the most effective adjustment of the employee to his/her new job responsibilities. During this time, the employee is closely observed by their supervisors to make sure they are fulfilling his/her job duties effectively and in a positive manner. The skills and attitudes identified during the selection process are evaluated and improvements made as needed.

4.02 Length of Probation

During the first six (6) months after original, rehire, or promotional employment, each employee shall be considered a probationary employee; unless, the probationary period is extended at the discretion of the Department Director.

The length of probation can be extended at the discretion of the Department Director on the basis of the employee's performance.

4.03 Completion of Probation

During the probationary period there will be a three (3) month and a six (6) month evaluation performed before an employee may be taken off the probationary status.

Once the probationary period is finished, the employee's supervisor must make a recommendation to the City Manager as to whether the employee exhibits the qualifications necessary for success in the position. The City Manager shall then appoint the employee to the position with regular status or remove the individual from employment with the City.

An appointment to regular status should not be construed as a guarantee of permanent employment by the City of Freeport. Regular status indicates that an individual has successfully completed the probationary period. Employment with the City is "at-will" and the City reserves the right to remove any individual from employment at any time with or without cause. Likewise, an employee of the City is free to resign from employment with the City at any time.

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4.04 Removal During Probation

During the probationary period for original or rehire, a Department Director may remove an individual from employment at any time. Where probationary status is for a promotional appointment the Department Director may remove the individual from the position at any time, and may or may not reinstate him/her to his/her former position. All removals or reinstatements within the City are subject to the approval of the City Manager.

CHAPTER

FIVE

STANDARDS OF CONDUCT

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CHAPTER FIVE

STANDARDS OF CONDUCT

5.01 Personal Appearance

The City of Freeport understands the necessity for each department to set their own dress standards. Therefore, each department will establish a dress policy for their employees based on the type of duties assigned.

5.02 Ethics – REVISED 02/19/2019

Personal conduct of employees should be such that it is a credit to themselves and the City. In matters of general conduct, within the scope of these policies, employees will be governed by the precepts of good moral behavior observed by law-abiding citizens.

The proper operation of democratic government requires that employees be independent, impartial, and responsible to the people, that government decisions and policy be made within the proper channels of the government structure, that public office not be used for personal gain and that the public have confidence in the integrity of its government. In recognition of these goals, a code of ethics for all City employees is adopted. The purpose of this code is to establish guidelines for ethical standards of conduct for all such employees by setting forth those acts or actions that are incompatible with the best interests of the City and interests affecting the City.

5.03 Violations of Policies/Acts of Misconduct

In general, violations of personnel policies or acts of misconduct by City employees shall be cause for disciplinary action. These violations and acts include, but are not limited to the following:

- Conviction of a felony.
- Conviction for illegal possession, transportation, use or sale of intoxicating liquors or drugs.
- Use or being under the influence of intoxicants or drugs while on duty or while in City uniform all or part, or operating a City vehicle.
- Engaging in sabotage or espionage.
- Theft from the City or from other City employees.
- Falsifying City records.
- Immoral conduct or indecency.
- Inciting or engaging in strikes or riots.
- Possessing firearms or explosives on City property or in a City vehicle without authorization. This also applies to employees with a concealed handgun license, except Peace Officers.

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- Falsifying information on employment application or employment documents.
- Provoking or instigating a fight.
- Fighting while on duty.
- Sleeping while on duty.
- Insubordination.
- Engaging in horseplay while on duty.
- Unauthorized absence from duty.
- Disregard for safety practice.
- Abuse or unauthorized use of City equipment.
- Neglect of duty.
- Deliberately restricting work output.
- Threatening, intimidation, coercing, or interfering with fellow employees.
- Wasting time, loitering, or leaving the place of work without permission.
- Excessive tardiness or absences.
- Failure to report an on the job injury within twenty-four hours, except injuries that occur during the weekend, which can be reported Monday.
- Failure to report an incident within twenty-four hours, except where they have occurred during the weekend, which can be reported Monday.
- Contributing to unsanitary conditions or poor housekeeping.
- Conduct subversive to proper order, discipline, or morale of municipal service.
- Violation of any of the Personnel Policies made in this manual

The above listings are not intended to be all-inclusive of the types of violations or acts of misconduct that may be cause for disciplinary action. If any employee has any question whether an action is in violation of City policy, they should refer their question to their Supervisor, Department Director, or the City Manager immediately.

5.04 Conflict of Interest

Employees shall conduct their affairs and actions so that there will be no conflict of interest with their employment by the City of Freeport.

Conflict of interest shall include but not be limited to:

- Soliciting, accepting, or agreeing to accept a financial benefit, other than from the City that might tend to influence the employee's performance of duties for the City, of that which the employee knows or should know is offered with intent to influence the employee's performance.
- Accepting employment or compensation that might reasonably induce the employee to disclose confidential information acquired in the performance of official duties.
- Accepting outside employment or compensation that might reasonably tend to impair independence of judgment in performance of the duties for the employee.
- Making any personal investment that might reasonably be expected to create a substantial

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conflict between the employee's private interest and duties for the City.

- Soliciting, accepting, or agreeing to accept a financial benefit from another person in exchange for having performed duties as a City employee as a favor to that person.

5.05 Gifts – REVISED 02/19/2019

Gifts should never be accepted in exchange for an employee's favor or which would affect an employee's decision or recommendation. Assuming the gift is not given in exchange for any particular action, the gift may not exceed \$50 in transfer value. (A gift below \$50 may never be in the form of cash, a check, or gift card.)

In addition, an employee who makes decisions about contracts, purchases, payments, claims, or other financial transactions of the city is prohibited from soliciting, accepting, or agreeing to accept a gift from a person interested in or likely to become interested in the contract, purchase, payment, claim, or transaction.

This policy is not intended to apply to normal social practices associated with the member's official duties, where gifts are exchanged among friends, associates and relatives.

5.06 Outside Interest – REVISED 04/15/2019

Outside employment, which does not constitute a conflict of interest, interfere in the performance of their normal duties, nor involve the use of City time or equipment, may be permitted with the written approval of the City Manager.

Request for approval of outside employment must be made in writing in advance of accepting outside employment, and in each case, approval by the City Manager must be received in writing before the employee accepts outside employment. A copy of any written approval for outside employment will be placed in the employee's personnel file.

An employee of the City of Freeport is not permitted to engage in outside employment where such employment would, interfere with the performance of the employee's City duties, present a conflict of interest, result in misuse of City property or funds, or result in use of the City position for personal gain.

5.07 Holding Public Office and Participation in City Elections

No employee shall continue in his position with the City after becoming a candidate for nomination or election to any City of Freeport office. Additionally, no employee will be permitted to take an active part in any political campaign for an elective position in the City of Freeport. "Active Part" means making political speeches, passing out literature, writing letters, signing petitions, soliciting votes, and making public remarks about candidates for such elective positions. Any employee who violates the provisions of this section will be subject to disciplinary action.

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City employees are not required to contribute, directly or indirectly, to any political fund or offer any political service to any person or party. No employee shall be removed, reduced in classification or salary or otherwise prejudiced for refusing to do so. Any personnel employed with the City of Freeport, who attempts to require such contribution will be subject to disciplinary action.

The City of Freeport encourages all employees to exercise their First Amendment right to vote.

5.08 Solicitations

Solicitations for sale of items or donations and distribution of literature of any kind for any purpose without City Manager approval is prohibited by the public or City employees on City property during working hours.

5.09 Personnel Records Access

The City of Freeport maintains a personnel file for every employee. It is important that accurate, current records be maintained for benefits and employment purposes. Therefore, all employees are required to notify human resources immediately if there is any change in relevant personal or employment information such as changes in address, phone numbers, marital status, emergency contact, insurance beneficiary, number of dependents, or legal name.

All information contained in the personnel file is the property of the City of Freeport and is not available for review by anyone other than the employee, his or her Director, the City Manager, and the human resources department. Employees may examine their personnel files after contacting the human resources department in advance to schedule an appointment; however, these documents may not be removed from the City of Freeport's premises or photocopied without the specific authorization of the City Manager.

If an employee believes that information in their personnel file is incorrect, they must submit a written request to change the information to the human resources department. If such a request is granted by the City Manager, the human resource department will make the change and notify the employee of such change. If the request is denied, an employee can ask to place a statement of disagreement in the file. This statement of disagreement will become a permanent part of the employee's file.

The City of Freeport considers falsification of personnel records to be a serious offense and upon discovery can lead to disciplinary action up to and including termination.

As a municipality, personnel records are subject to the Open Records Act.

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5.10 Confidential Information

All City files and information regarded as confidential by federal, state, or local regulations shall be maintained and appropriated according to those regulations.

Such files/information include, but or not limited to: personnel files, medical files, criminal/arrest records, claim files, court files, and any non-public information files.

Medical Information

The City of Freeport strives to protect the privacy of its employee's and citizen's medical information to the greatest possible extent. To that end, we provide the following guidelines regarding the confidentiality of medical information:

- Any medical information concerning employees will be maintained in separate, confidential medical files apart from regular personnel records. Only authorized employees may have access to such files.
- Employees are hereby notified that medical information concerning employees or citizens is absolutely confidential under state and federal laws and may not be discussed at any time with any person under any circumstances, unless an employee needs to do so in order to carry out his or her job duties, or unless the person discussing the information is talking with the subject of the information at that person's invitation. If an employee is concerned about a possible medical condition on the part of a coworker, the employee must receive that information from the coworker.
- Any employee who is found to have discussed medical information about another employee or citizen with anyone else is in violation of this policy, or who is found to have released such information without authorization, will be subject to disciplinary action, up to immediate termination. In addition, state and federal laws may subject such an employee to both civil and criminal action in a court of law.

5.11 Meal and Break Time

Except for public safety personnel, an unpaid lunch period is allowed during a work shift.

Employees in customer service will arrange their breaks so that service is always available. Lunchtime may not be substituted for time off work unless special authorization is granted by the City Manager. Office personnel should not consume food in view of the public, unless a substitute is not available in a customer service department.

Two 15-minute breaks shall be permitted as workload permits, one in the morning and one in the afternoon. Breaks are to be taken out of view of citizens if possible.

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Break practices not permitted are:

- Combining two or more breaks into one.
- Dividing one break into several smaller breaks.
- "Banking" break period time from day to day.
- Saving break time to extend lunch period or shorten shift.

5.12 Use of Tobacco

In an effort to meet the needs of smokers and non-smokers and to provide a pleasant and productive working atmosphere for all employees, the use of smoking and smokeless tobacco shall be confined to designated areas as determined by the principal facility Department Director.

All tobacco use is prohibited in any City vehicles, City buildings and while addressing the public.

5.13 Alcohol and Drug Abuse

The City of Freeport is responsible for providing a safe, healthy, and productive work environment for all employees and the public it serves, and expects all employees to report to work fit for duty and free from the influence of alcohol or drugs.

When reasonable suspicion exists to believe that an employee or City contractor is violating the provisions of this policy, the City reserves the right to request an employee to submit to a alcohol/drug test and/or inspection of employee or contractor work areas, which would include City vehicles, desks, lockers, and any personal items brought onto City premises including personal vehicles.

Any employee or contractor refusing to submit to an alcohol/drug test or inspection under this provision, will be removed from his/her position and be subject to discipline up to and including termination. For all testing, except pre-employment, the employee will be required to report to the testing agency within four hours of notification or immediately following an incident. If an employee fails to report within the appropriate time period, the employee is subject to termination.

Any employee testing positive for a prohibited substance will be terminated.

5.14 Gambling

An employee shall not engage or participate in gambling in any form while on duty, in a City uniform, or on City property.

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5.15 Harassment in the Work Place

The purpose of this policy is to maintain a professional, businesslike work environment, free from all forms of employee discriminations and to provide procedures for reporting, investigating, and resolution of complaints or harassment, sexual or otherwise.

It is the policy of the City of Freeport that all employees have the right to work in an environment free of all forms of harassment. Therefore, the City does not condone, and will not tolerate, any harassment. The City shall take direct and immediate action to prevent such behavior, and to remedy all reported instances of harassment, sexual or otherwise.

The City of Freeport prohibits harassment because of sex (including sexual harassment, harassment due to pregnancy, childbirth, or related medical conditions and gender harassment) and harassment because of race, religion, color, national origin, medical condition, physical or mental disability, age or any other basis protected by federal, state, or local law, regulation, or ordinance.

The City's anti-harassment policy applies to all individuals involved in the operation of the City, and prohibits unlawful harassment by an employee including officers, supervisors, and co-workers, or by any vendors and/or independent contractors and their employees.

Non-employee violators of this policy are subject to expulsion from City facilities when harassment occurs on City premises. The City may discontinue service to violators of this policy. Furthermore, the City may report violators to the appropriate authority for civil or criminal action.

The City of Freeport prohibits retaliation of any kind against employees, who, in good faith, bring harassment complaints or assist in investigating such complaints.

Prohibited Harassment:

Prohibited harassment because of sex, sexual preference, race, religion, color, national origin, medical condition, physical or mental disability, age, marital status or any other protected basis includes, but is not limited to, the following behavior:

- Explicitly or implicitly ridiculing, mocking, deriding, or belittling any person.
- Making offensive or derogatory comments, slurs or jokes, and other verbal or physical conduct based on color, sex, sexual preference, religion, national origin, physical anatomy or characteristics, medical condition, physical or mental disability, or age either directly or indirectly to another person.
- Making threats of physical harm
- Physical contact such as pushing, punching, shoving, blocking another's way, assault, or interference with another person's work.
- Making "unwelcome" sexually suggestive physical contact or gestures. Any verbal or visual sexually oriented jokes, comments, e-mails, drawings, photos, and propositions.

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- Making threats or demands to submit to sexual advances or requests as a condition of continued employment, offers of employment benefits in return for sexual favors, or to avoid some other negative employment action.
- Retaliation against any employee for making an allegation of harassment or for participating in such an investigation.

Sexual Harassment:

Sexual harassment is defined as “unwelcome” sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of employment.
- Submission to or rejection of such conduct by an employee is used as a basis for employment decisions affecting the employee.
- Such conduct has the purpose or effect of unreasonably interfering with an employee’s work performance or creating an intimidating, hostile, or offensive working environment.
- The definition of sexual harassment includes conduct directed by men toward women, conduct directed by men toward men, conduct directed by women toward men, and conduct directed by women toward women.

Employers Responsibilities:

Each supervisor shall be responsible for preventing acts of harassment.

This responsibility includes:

- Monitoring the work environment on a daily basis for signs that harassment may be occurring.
- Counseling all employees in the types of behavior prohibited and the department procedures for reporting and resolving complaints of harassment.
- Stopping any observed acts that may be considered harassment, and taking appropriate steps to intervene, whether or not the involved employees are within his/her line of supervision.
- Taking immediate action to limit the work contact between two employees where there has been complaint of harassment pending investigation.

Each supervisor has the responsibility to assist any employee of this City, who comes to that supervisor with a complaint of harassment, pending investigation.

Employees Responsibilities:

Each employee of the City of Freeport is responsible for assisting with prevention of

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harassment through the following acts:

- Refraining from participation in, or encouragement of, actions that could be perceived as harassment.
- Reporting acts of harassment to a supervisor immediately following the incident.

Complaint Procedures:

Employees encountering harassment shall tell the person that their actions are unwelcome and offensive. The employee shall document all incidents of harassment in order to provide the fullest basis for investigation.

Any employee who believes that he/she is being harassed shall report the incident to his/her supervisor as soon as possible so steps may be taken to protect the employee from further harassment and appropriate investigative and disciplinary measures may be initiated. Where this is not practical, the employee may instead file a complaint with another supervisor.

The City Manager or his designee is to verify whether a violation of law and City policy has occurred and will promptly and thoroughly investigate any complaint of harassment. Where the allegation is verified, prompt and appropriate corrective action and disciplinary measures, up to and including dismissal will be implemented.

The City will inform parties involved of the outcome of the investigation.

Upon receipt of a report on the investigation of a complaint of harassment against the City Manager, the Mayor shall present the report to the City Council. If the City Council determines that the complaint of harassment is founded, it may discipline the City Manager consistent with its authority under the City Charter, ordinances, resolutions or rules governing discipline of the City Manager.

In cases of harassment committed by a non-employee against a City employee in the workplace, the City Manager shall take all lawful steps to insure that the harassment is brought to an immediate end.

Disciplinary action may also be taken, against any employee who fails to report instances of harassment, or who files a complaint of harassment in bad faith.

An employee reporting an incident of harassment or assisting, testifying, or participating in the investigation of such complaint shall not be subject to any adverse employment action unless it is determined that the employee made the allegation knowing it was false.

Employees accused of harassment may file a grievance/appeal in accordance with the City's procedure when they disagree with the investigation or disposition of a harassment claim.

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This policy is not intended to replace, but is in addition to, any rights or remedies an employee may have under the state and federal laws.

5.16 Retaliation

The City of Freeport complies with the State of Texas Whistle Blower Act and all other laws regulating retaliation. The City of Freeport encourages employees to report any alleged infraction of the law without fear of retaliation.

5.17 Workplace Violence and Weapons in the Workplace Policies

5.17-A Workplace Violence Policy (Adopted 05/18/2020)

The City of Freeport has a zero-tolerance policy for violence in the workplace. "Workplace Violence" is defined to include, but not be limited by:

- Physically aggressive, violent or threatening behavior, such as attempts to instill fear in others or intimidation.
- Verbal or physical threats of any sort, including via social media (see Social Media Usage Policy 5.24)
- Any other conduct that suggests a tendency toward violent behavior. Such behavior includes, but is not limited to, excessive arguing, profanity, threats of sabotage of City property, belligerent speech or a demonstrated pattern of insubordination, and refusal to follow policies and procedures.
- Causing physical damage to City facilities or defacing City property.

If any employee becomes aware of or observes any of the above referenced behavior or actions by a co-worker, contractor, customer, third party vendor, visitor, or any other party, he or she should notify his/her supervisor immediately. Supervisors are required to report this behavior to human resources immediately.

Employees should notify the human resource department if they are aware any non-work-related situation with the potential to erupt into workplace violence.

All reports of violence in the City of Freeport workplace will be taken seriously and will be investigated thoroughly and promptly. The City of Freeport will not tolerate retaliation in any form against an employee who makes a report of workplace violence.

If, after a thorough investigation, the City determines that workplace violence has occurred, appropriate corrective action will be taken, and discipline will be imposed on the offending employee. If a non-employee is responsible for the violent activities, the City will take corrective action to ensure that such behavior is not repeated.

Violating this policy may lead to discipline up to and including termination.

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5.17-B Weapons in the Workplace Policy (Adopted 05/18/2020)

It is the desire of the City of Freeport to ensure, to the extent practicable, that the day-to-day operations of the City are conducted in a safe and proper manner and that its employees are provided a safe environment in which to work. This policy includes definitions, rules, and exceptions related to Weapons in the Workplace. This policy adheres to current legal requirements and government code; changes in legal requirements and/or government code will supersede related sections in this policy if necessary until the policy is updated.

DEFINITIONS:

The following words and phrases, when used in this section, shall have the following meanings:

- *Airgun* means an airgun, air pistol, air rifle, or any other device using air pressure, compressed gas, springs or any other means to propel a projectile through a barrel.
- *Building* means a combination of any materials, whether portable or fixed, having a roof to form a structure affording shelter for persons, animals, or property.
- *City premises* shall mean a building or any portion thereof, as well as, all personal and real property or any portion thereof, owned, leased, occupied or in any manner controlled by the City including, but not limited to, offices, parks, and vehicles. A city-owned vehicle does not include a personal vehicle of an employee who receives a vehicle allowance from the City.
- *Concealed handgun* is a handgun, the presence of which is not openly discernible to the ordinary observation of a reasonable person.
- *Firearm* means (i) any device designed, made or adapted to expel a projectile through a barrel by using the energy generated by an explosion or burning substance, or any device readily convertible to that use or (ii) an airgun.
- *Prohibited weapon* shall be defined by the Texas Penal Code Chapter 46. Weapons, including but not limited to a firearm, illegal knife, club, an explosive weapon, a machine gun, a short-barrel firearm, a firearm silencer, armor-piercing ammunition, a chemical dispensing device, a zip gun.
- *Handgun* means any firearm that is designed, made, or adapted to be fired with one hand.
- *License holder* means a person licensed to carry a handgun under Subchapter H, Chapter 411, Government Code.

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- *Reasonable suspicion* as used in this rule is a belief based upon objective facts sufficient to lead a reasonably prudent person to suspect that an employee is carrying a prohibited weapon in violation of this administrative rule.

RULE:

City employees may not possess a "prohibited weapon" as that term is defined in the Penal Code at any time as that is a criminal offense under the Penal Code. Further, at all times when acting within the course and scope of employment for the City, City employees are prohibited from carrying or otherwise possessing any "legal" weapons on any City premises. Some exceptions apply, as noted below:

Consent Requirement for Concealed Carry on City Premises: A person violates this rule if he/she carries a concealed handgun under the authority of **Subchapter H, Chapter 411, Government Code**, on City Premises without written consent from the City Manager and /or his or her designee, which may include the Chief of Police, Fire Chief, or Department Director. Entry on City premises with a concealed handgun by a license holder is forbidden without explicit consent.

Texas Penal Code Chapter 46.03 lists locations that weapons are not allowed. Therefore, consent will not be granted for entry on City premises with a weapon in the following locations:

- Section 46.03(1) Location of school activities;
- Section 46.03(2) Polling locations.
- Section 46.03(3) Courts and offices used by court personnel is prohibited to have firearms unless a Judge consents.

EXCEPTIONS:

Unless otherwise provided in a Police or Fire Departmental rule, regulation or order, this administrative rule shall **not** apply:

- (a) To a peace officer or a commissioned security officer hired by or under contract with the City and acting within the scope of that employment;
- (b) To an employee who holds a valid license to carry under Subchapter H, Chapter 411, Government Code (handgun licensing law) and either:
 1. carries a concealed handgun **with consent noted above** or
 2. with consent noted above possesses a handgun concealed in a locked and secured compartment or container in compliance with all applicable state and federal laws on City premises while rendering

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services or acting within the scope of the employee's duties;

- (c) To an employee, with a license to carry under Subchapter H, Chapter 411, Government Code, who keeps a firearm and ammunition in a locked, privately-owned motor vehicle in a parking lot, parking garage, or other parking area that the City provides for employees; or who keeps a firearm or ammunition in a locked, privately-owned motor vehicle while traveling to or participating in an event or training related to City employment.

INVESTIGATORY PROCEDURES:

Investigatory searches will be based upon reasonable suspicion that an employee is carrying a prohibited weapon in violation of this administrative rule. If reasonable suspicion as defined herein exists, as determined by the employee's supervisor, in conjunction with the Human Resources and/or City Management, a search of the person, property, or City premises, wherein the prohibited weapon is suspected to be located, shall be required. However, if a search of an employee's property is required but the affected employee cannot for any reason be present, another employee may be asked to witness the search unless the nature of the search requires such confidentiality to preclude such employee from being present. No notice to the affected employee prior to an investigatory search is necessary. If such search reveals that a prohibited weapon is present or being carried in violation of this administrative rule, such violation will result in disciplinary action, up to and including termination.

5.18 Searches

The City of Freeport has adopted a search policy for the purpose of allowing the City to monitor compliance with reasonable work and safety rules and that all employees are subject to the policy. If a search is requested, it is not an accusation of theft or other wrongdoing; it is merely part of a city investigation. All searches must first be approved by the City Manager.

A search may include, but is not limited to, the employees, their work areas, lockers, vehicles if driven or parked on City premises or used on city business, and any other personal items brought onto City premises. All of the aforementioned areas are subject to search at any time. If the city allows employees to have lockers or other storage areas, the City will either furnish the lock and keep a copy of the key or combination, or allow the employee to furnish a personal lock; however, in that event, the employee must provide the City with a copy of the key or combination.

All searches will be conducted in a careful and considerate manner. If an employee refuses to submit to a search, it may lead to immediate termination.

5.19 Use of City Owned Vehicles

Vehicles are to be used for City business. Where it is deemed justifiable, the City will allow

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take home vehicles. Employees assigned to take home vehicles may be permitted to use said vehicles for incidental and periodic personal use. Regular personal use is prohibited.

Employees assigned vehicles must use discretion that would not reflect negatively on the City's image.

No City vehicle will be operated by an employee who does not have a proper license to operate such type of vehicle. No riders except those authorized by an employee's supervisor shall be permitted in City owned vehicles. No city vehicle is to be operated by anyone who is not a City employee.

5.20 Use of City Equipment

The use of equipment by a City employee will be limited and its use will be governed, controlled, and approved by the employees' supervisor.

Any equipment damaged or broken due to negligence by the employee may subject the employee to disciplinary action.

5.21 Use of Personal Vehicles for City Business

The City will reimburse mileage at the Internal Revenue Service rate. Prior approval must be obtained from the Department Director. The City pays for maintenance costs through the mileage charge. Consequently, the City will not pay employees for maintenance or mechanical repairs.

5.22 Use of Telephone/Cellular Phones

Telephones/Cellular phones in City offices, warehouses, police station, fire stations, and other City buildings are for City business. Employees are allowed to make local personal calls but should hold them to a minimum. These calls should be made, if at all possible, on the employee's break time. Any person abusing the use of the telephones/cellular phones is subject to disciplinary action. Personal communication devices such as cell phones and pagers are not allowed while on duty.

5.23 Internet Usage

Internet services are provided by the City of Freeport to support open communications and exchange of information and the opportunity for collaborating government-related work. The City of Freeport encourages the use of electronic communications by its agencies and employees. Although access to information and information technology is essential to the missions of government agencies and their users, use of Internet services is a revocable privilege. Conformance with acceptable use, as expressed in this policy statement is required. Agencies of the City are expected to maintain and enforce this policy.

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The use of the City's automation systems, including computers, fax machines, and all forms of Internet/Intranet access, is for business and is to be used for authorized purposes only. Brief and occasional personal use of the electronic mail system or the Internet is acceptable as long as it is not excessive or inappropriate, occurs during personal time (lunch or other breaks, or before or after regular work hours), and does not result in expense to the City of Freeport.

Use is defined as "excessive" if it interferes with normal job duties, responsiveness, or the ability to perform daily job activities. The City's automation systems are City resources and are provided as business communication tools. Electronic communication should not be used to solicit or sell products, distract co-workers, or disrupt the workplace.

Inappropriate computer usage includes, but is not limited to:

- Sending chain letters.
- Engaging in private or personal business activities.
- Misrepresenting oneself or the City of Freeport.
- Engaging in unlawful or malicious activities.
- Using abusive, profane, threatening, racist, sexist or otherwise objectionable language in either public or private messages.
- Sending, receiving, or accessing pornographic materials.
- Becoming involved in partisan politics.
- Causing congestion, disruption, disablement, alteration or impairment of networks or systems.
- Using recreational games.
- Defeating or attempting to defeat security restrictions on City systems and applications.
- Accessing other personnel's computers without proper authorization.

Using City automation systems to create, view, transmit or receive racist, sexist, threatening or otherwise objectionable or illegal material is strictly prohibited. "Material" is defined as any visual, textual or auditory entry. Such material violates the City's anti-harassment policies and is subject to disciplinary action. The City's electronic mail system must not be used to violate the laws and regulations of the United States or any other nation or state, city, province or other local jurisdiction in any way. Use of City resources for illegal activity can lead to disciplinary action up to and including termination and criminal prosecution.

Ownership and Access of Electronic Mail and Computer Files

The City of Freeport owns the rights to all data and files in any computer, network or other information system used in the City. The City of Freeport also reserves the right to monitor electronic mail messages and their content. Employees must be aware that the electronic mail messages that they send and receive using City equipment are not private and are subject to viewing, downloading, inspection, release, and archiving by the City at all times.

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No employee may access another employee's computer, computer files or electronic mail messages without prior authorization from either the employee or the Department Director.

Confidentiality of Electronic Mail

As noted above, electronic mail is subject at all times to monitoring and the release of specific information is subject to applicable state and federal laws and City rules, policies, and procedures on confidentiality. Existing rules, policies and procedures governing the sharing of confidential information also apply to the sharing of information via commercial software. Since there is the possibility that any message could be shared with or without your permission or knowledge, the best rule to follow in the use of electronic mail for non-work-related information is to decide if you would post the information on the office bulletin board with your signature.

It is a violation of City policy for any employee, including system administrators to access electronic mail and computer systems files to satisfy curiosity about the affairs of others. Employees found to have engaged in such activities will be subject to disciplinary action.

Message Tone for Electronic Mail

City employees are expected to communicate with courtesy and restraint with both internal and external recipients. Electronic mail should reflect the professionalism of the City and should not include language that could be construed as profane, discriminatory, obscene, sexually harassing, threatening, or retaliatory. Employees should remember that e-mail is a form of business communication and the language they use should reflect that fact at all times. E-mail is also subject to the Open Records Act.

Electronic Mail Tampering

Electronic mail messages received should not be altered without the sender's permission nor should electronic mail be altered and forwarded to another user and/or unauthorized attachments be placed on another's electronic mail message.

Policy Statement for Internet/Intranet Browser(s)

This policy applies to all uses of the Internet, but does not supercede any state or federal laws or City policies regarding confidentiality, information dissemination or standards of conduct. The use of City automation systems is for business purposes. Brief and occasional personal use is acceptable as long as it is not excessive or inappropriate, occurs during personal time (lunch or other breaks) and does not result in expense to the City. Use is defined as "excessive" if it interferes with normal job function, responsiveness or the ability to perform daily job activities. Examples of inappropriate use are defined in "Inappropriate Use of the Internet/Intranet" found below. The City Manager will determine the appropriateness of the use and whether such use is excessive.

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The Internet is to be used to further the City's mission, to provide effective service of the highest quality to the citizens of Freeport and staff and to support other direct job-related purposes. Supervisors should work with employees to determine the appropriateness of using the Internet for professional activities and career development. The various modes of Internet/Intranet accesses are the City's resources and are provided as business tools to employees who may use them for research, professional development, and work-related communications.

Employees are individually liable for any and all damages incurred as a result of violating City security policy, copyright, and licensing agreements. All City policies and procedures apply to employees' conduct on the Internet, especially but not exclusively, relating to: intellectual property, confidentiality, City information dissemination, standards of conduct, misuse of City resources, anti-harassment and information and data security. Violation of these policies and/or state and federal laws can lead to disciplinary action up to and including dismissal and possible criminal prosecution.

Internet/Intranet Security

The City of Freeport owns the rights to all data and files in any information system used in the City facilities. Internet use is not confidential and no rights to privacy exist. The City reserves the right to monitor Internet/Intranet use, both as it occurs and in the form of account histories and their content. The City has the right to inspect any and all files stored in private areas of the network in order to assure compliance with policy and state and federal laws. The City will comply with reasonable requests from law enforcement and regulatory agencies for logs, diaries, archives, or files on individual Internet activities. Existing rules, policies, and procedures governing the sharing of work-related or other confidential information also apply to the sharing of information via the Internet/Intranet. The City has taken necessary actions to assure the safety and security of our network. Any employee who attempts to disable, defeat or circumvent the City security measures is subject to disciplinary action up to and including termination.

City employees that inadvertently access a compromising web site must notify their supervisor immediately. Documentation of such access should be forwarded to their personnel file.

5.24 Social Media Usage: [Adopted 4-20-2020]

An employee's use of social media, both on-duty and off-duty, must not interfere with or conflict with the employee's duties or job performance, reflect negatively on the City or violate any City policy. The intent of these standards is to regulate the creation and distribution of information concerning the City, its employees and citizens through electronic media, including, but not limited to online forums, instant messaging and internet social media and blogging sites. Employees have the right to speak out as private citizens on matters of public concern, so long as the speech does not unduly disrupt the operations or

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mission of the City. This policy is designed to protect the City's reputation and ensure that an employee's communications not only reflect positively on the employee as an individual, but also on the City. Online behavior, whether on- or off-duty, must not otherwise cause harm to or misrepresent the City or its interests. Harassing, bullying, or demeaning coworkers, or otherwise creating a hostile work environment for any employee through online posting, violates this policy.

The term "social media" encompasses all platforms, including but not limited to: Facebook, Twitter, LinkedIn, blogs, and other online journals and diaries; bulletin boards and chat rooms, microblogging and all other social networking sites, instant messaging and the posting of video on YouTube and similar media.

Use of City's Internet:

Use of the City's Internet is a privilege and City employees must responsibly and ethically use it. The City may monitor an employee's access, use, and postings to the City's Internet to: ensure compliance with internal policies; support the performance of internal investigations; assist management of information systems; and for all other lawful purposes. The City expects all employees to follow the Internet Usage outlined in Section 5.23 and the Social Media Policy outlined below when posting information on the City's Social media sites.

Interpretation in Conjunction with Other City Policies:

This policy should be read and interpreted in conjunction with other City policies, including but not limited to, policies prohibiting harassment, discrimination, offensive conduct or inappropriate behavior. Violations of the Social Media Policy may lead to disciplinary action. The City provides avenues by which employee complaints can be heard and addressed, without resorting to social media.

EMPLOYEE GUIDELINES

Use of City's Social Media on Work Time:

Any blogging or posting of information on the Internet or other City social media sites must comply with the City's guidelines, regardless of where the blogging or posting is done.

- Blogging, or posting information of a personal nature on the Internet or other City social media sites is prohibited during work hours. Employees are not permitted to engage in social networking of a personal nature while using any of the City's electronic social media sites.

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- Employees must obtain written authorization from the City Manager or the Department Director to update or post on social media sites on behalf of the City and all content must be approved prior to posting. All of the employee's time spent updating or posting on City social media sites as part of the employee's job duties is compensable time that must be reported and counted in the calculation of overtime.
- No use of social media on work time and on City equipment on City-operated networks is considered private or confidential, even if password protected or otherwise restricted. The City reserves the right to access, intercept, monitor and review all information accessed, posted, sent, stored, printed or received through its communications systems or equipment at any time.
- Never disclose any confidential information concerning another employee of the City in a blog or other posting to the Internet. Posting of confidential information may violate state law and subject the user to criminal penalty. All requests for City documents must be processed through the Public Information Act.
- Employees must abide by all federal and state law and policies of the City with regard to information sent through the City's Internet.
- Individual supervisors do not have the authority to make exceptions to these guidelines.

Use of Personal Social Media While Not on Work Time:

The City recognizes that many City employees utilize social media when not at work. The City requires that employees be aware of guidelines regarding posting of work-related information on personal social media sites, and they are listed below.

- If the employee's social networking includes any information related to the City, the employee must make it clear to the readers that the views expressed are the employee's alone and not reflective of the views of the City.
- Employees are encouraged to act responsibly on and off duty, and to exercise good judgment when using social media. Employees are expected to recognize that postings on their social media site, even if done off premises and while off duty, could have an adverse effect on the City's legitimate business interests.
- Respect co-workers and the City. Do not put anything on your personal social media site that may defame, embarrass, insult, demean or damage the reputation of the City or any of its employees.
- Do not put anything on your personal social media site that may constitute violation of the City's Harassment policy. Do not post any pornographic pictures of any type

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that could identify you as an employee of the City. Be mindful that the City's harassment policy covers both work and non-work time, including postings on social media sites.

- Do not post inappropriate pictures of yourself or others on your personal social media site containing images of City uniforms or insignia, City logos, City equipment or City work sites.
- Do not post information on your personal social media site that could adversely impact the City and/or an employee of the City.
- Do not permit or fail to remove postings violating this policy, even when placed by others on your social media site.

5.25 Computer Passwords Policy: (Adopted 10-05-2020)

Objective

Passwords are an important aspect of computer security. They are the front line of protection for user accounts. A poorly chosen password may result in the compromise of the City of Freeport's entire City network. As such, all City of Freeport employees (including contractors and vendors with access to City of Freeport systems) are responsible for taking the appropriate steps, as outlined below, to select and secure their passwords.

This policy establishes a standard for the creation of strong passwords, the protection of those passwords and the frequency of change. This policy may be updated as needed to comply with changing industry standards related to system security. IT System Administrators designated by the City may advise users on variations required for different systems and/or shared servers at City facilities.

Police and Fire Department systems may have more stringent standards based on Criminal Justice Information Systems (CJIC) requirements.

Scope

The scope of this policy includes all employees or approved third-party vendors who:

- Have access to, or are responsible for account access, on any system that resides at any City of Freeport facility;
- Who have access to the City of Freeport network;
- Who store any non-public City of Freeport information.

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User Authentication

Every user must be assigned a unique user account (user ID) and a password for access to City of Freeport systems. Shared or group user IDs are prohibited for user-level access, unless a shared system is specifically designed and identified as such by the designated City IT System Administrator. Systems and applications must authenticate using a password or token entry. The use of non-authenticated user IDs (i.e., those without passwords) or user IDs not associated with a single identified user are prohibited. While third-party vendors' systems may have varying threshold definitions, the City requires that City accounts, and recommends that third party accounts, be established to lock a user out after a maximum of six invalid login attempts within a maximum of 30 minutes. Locked accounts should remain locked for at least 30 minutes or until the Information Technology (IT) System Administrator unlocks the account. Users may contact the IT department to have their account unlocked. Multifactor authentication or virtual escorting are required for all users accessing City of Freeport systems remotely.

Password Management

Passwords must be created and managed in accordance with this section.

Password Requirements:

- All user-level City of Freeport network passwords will expire a maximum every 90 days and must be changed.
- New passwords cannot be the same as the previous four passwords.
- Passwords must be at least eight characters in length. Longer is better.
- Passwords must contain both uppercase and lowercase characters (e.g., a-z and A-Z).
- Passwords must contain at least one number (e.g., 0-9).
- Accounts shall be locked after six failed login attempts within 30 minutes and shall remain locked for at least 30 minutes or until the Information Technology (IT) System Administrator unlocks the account.

To unlock an account or change a password without logging in, some City of Freeport systems require the IT System Administrator to provide a new temporary password to the user. In such cases, passwords must be provided verbally and the user must immediately log in and change the account password.

Passwords should not be shared with anyone, including third party vendors' IT support personnel, unless approved by the City' IT System Administrator. Note that Freeport City Hall and the Freeport Police Department may have different IT System Administrators.

All passwords are to be treated as sensitive, confidential information. If someone requests your password(s), please inform him or her that you cannot provide that information per City of Freeport policy and contact the IT System Administrator about

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the request. If you suspect an account or password has been compromised, report the incident immediately and change all related passwords.

The IT System Administrator or authorized outside “penetration testers” may perform password cracking or guessing on a periodic or random basis to test the security of the City of Freeport network. If a password is guessed or cracked during one of these scans, the user will be required to change it. Password cracking and guessing are not to be performed by anyone outside of the City’s IT Systems Administrators or an approved third-party auditor.

The IT department strongly encourages the use of a password manager program to help ensure that all passwords are strong, unique and easily changed. Users should request for more information on password managers allowed on the City of Freeport network and for assistance in getting the password manager installed and configured on their computer.

Guidelines for Password Construction

A strong password:

- Contains both uppercase and lowercase characters (e.g., a-z and A-Z).
- Contains digits and punctuation characters (e.g., 0-9 and !@#%&*).
- Is at least 6-15 alphanumeric characters long and is a passphrase (e.g., “Ohmy1stubbedmyt0e”).
- Is not a single word in any language, slang, dialect or jargon (e.g., “password” or “Fluffy”).
- Is not based on personal information, names of family members, etc.

Passwords should never be written down or stored online. Employees should try to create passwords that can be easily remembered. One way to do this is to create a password based on a song title, affirmation or other phrase. For example, the phrase might be “This may be one way to remember,” and the password could be “TmB1w2R!” or “Tmb1W>r~” or some other variation.

Enforcement

Any employee found to be in violation of, or to have violated, this policy may be subject to disciplinary action, up to and including termination of employment.

CHAPTER

SIX

DISCIPLINE PROCESS

CHAPTER SIX

DISCIPLINE PROCESS

6.01 General Provisions

It is an objective of the City of Freeport to maintain an effective and productive work force in order to deliver quality services. Each employee is responsible for performing their job in a safe, productive, and effective way and within the instructions and standards established by their supervisor. In addition, employees are expected to maintain acceptable standards of conduct in their employment. Supervisors are charged with assisting employees in correcting unsatisfactory performance and unsatisfactory conduct through disciplinary procedures up to and including termination.

When taking disciplinary action, the City will adhere to the following general guidelines:

- Employees will be treated fairly and equitable. Action will be taken in an objective and professional manner and shall not be based on the personal feelings of the individual administering the disciplinary action.
- The decision to take disciplinary action shall be based on a careful assessment of the circumstances of each case. Factors to consider in the assessment are: the prior disciplinary record of the employee, and the potential effect of the violation on other personnel and/or the City organization.
- All disciplinary action shall be documented and forwarded to the employee's personnel file.

6.02 Reasons for Disciplinary Action

The following list of actions are intended to serve only as a guide to the types of problems for which disciplinary action may be appropriate. The list is not intended to be all-inclusive.

- Incompetence.
- Absenteeism.
- Absence without approved leave.
- Tardiness.
- Lying.
- Misuse of break periods.
- Inappropriate attire.
- Violation of departmental and city policies.
- Careless, negligent, or improper use of City property or equipment.
- Discourteous treatment of the public or other employee.

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- Neglect or carelessness in the performance of duties.
- Failure to meet or maintain specified conditions of employment, such as failure to obtain or maintain a license or certificate required as a condition for performing a job.
- Theft of, aiding in, or encouraging the theft of any property, public or private.
- Destroying City records without authorization.
- Falsifying information on City records, including his/her application for employment, medical information or other information concerning his/her employment status.
- Willful damage of public property or willful waste of public supplies, service, or equipment.
- Insubordination.
- Illegal use and/or possession of drugs.
- Physical assault committed on the job, upon a City employee, member of the public or City official.
- Using an official position or office for economic gain or soliciting favors or gratuities for performing services required by the employee's position.
- Disclosing confidential information.
- Unauthorized use or possession of City funds.
- Unlawful possession or use of dangerous weapons, such as firearms or knives on the job.
- Making threats against another employee or a member of the public.
- Engaging in any employment activity or enterprise that constitutes a conflict of interest.
- Using City property or equipment without authorization.
- Violating the City drug and alcohol abuse policy.
- Using abusive language toward employees, supervisor, or the public.
- Unnecessarily disrupting the work of other employees.
- Operating or conducting gambling on the job or on City property.
- Violating safety rules or practices which endanger the employee or others or damages City property or equipment.
- Playing tricks or jokes or engaging in horseplay on the job.
- Violating the City's sexual harassment or other harassment policies.
- Engaging in personal business while on duty without authorization of his/her supervisor.
- Failure to report damage to City property, equipment, or property of others.
- Unofficial use of City information.
- Sleeping on the job.
- Falsely reporting illness or injury, or otherwise attempting to deceive any official of the City as to a health or medical condition.
- Conviction of a felony or misdemeanor involving moral turpitude.
- Repeated conviction of a misdemeanor, whether or not involving moral turpitude.
- Unnecessary rudeness.
- Failure to meet credit obligations.
- Embezzlement.

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Employees may also be dismissed by the Department Director or City Manager when, in the judgment of the Department Director or City Manager, it is in the best interest of the City, to maintain discipline within the organization.

6.03 Types of Disciplinary Action

The purpose of any type of disciplinary action is to insure that violations of policy or acts of misconduct do not occur again. Therefore, the type of disciplinary action administered in a given situation depends on an assessment of the cause and type of the offense. The following are some types of disciplinary actions that may be administered.

- Verbal warning
- Written warning
- Transfer
- Demotion
- Suspension with or without pay
- Termination

This list is not all-inclusive and other types of action may be utilized that fit the situation.

All disciplinary action shall be considered effective at the time that it is initiated by the Department Director.

CHAPTER

SEVEN

GRIEVANCE PROCESS

CHAPTER SEVEN

GRIEVANCE PROCESS

7.01 Right to Grievance

Any employee of the City of Freeport, who feels that they have been improperly or unfairly treated in their work relationship with the City, shall have the right to file a grievance (complaint). Employees are encouraged to use the following grievance procedure and will not be discouraged from submitting a grievance.

7.02 Grievance Procedure

Any employee who has a grievance may submit, within five (5) days, a written statement, with all pertinent details of the grievance, to his/her Department Director. Within five (5) days of receiving the grievance, the Department Director will meet with the employee to discuss the grievance and decide what action, if any, to take regarding the grievance and the employee's right of appeal to the City Manager. The Department Director will have five (5) days to render his/her decision concerning the grievance. If a satisfactory adjustment of the grievance is not reached, the employee may appeal, in writing, to the City Manager for an adjustment of the grievance. Such appeal must be made within five (5) days of the decision of the Department Director.

When an appeal is made, the City Manager shall be given a copy of the grievance, the result of the meeting with the Department Director, and the reason for the appeal. Within five (5) days of receiving the appealed grievance, the City Manager shall meet with the employee to discuss the grievance and decide what action, if any, to take regarding the grievance. The City Manager shall have ten (10) days to decide what action, if any, to take regarding the grievance and notify the employee in writing of the decision. The decision of the City Manager, regarding any action on the grievance, is final.

CHAPTER

EIGHT

ATTENDANCE AND LEAVE POLICY

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CHAPTER EIGHT

ATTENDANCE AND LEAVE POLICY

8.01 Attendance

Employees are to be at their place of work on time as prescribed by their respective supervisor. All departments shall maintain daily attendance records. An employee who will be late for work for any reason should attempt to notify their supervisor before working hours begin. Unauthorized tardiness or absences will be cause for disciplinary action.

8.02 Vacation – REVISED 04/15/2019

All probationary or regular status personnel shall acquire vacation credits according to the following schedule and are entitled to take vacation with pay after reaching regular status and a minimum of six (6) months of employment with the City of Freeport. An Employee may not use any accrued vacation until successfully completing the initial employment probationary period unless approved by the City Manager.

Year of Employment	Hours Per Year	Per Pay Period
0/4th	80 hrs	3.08
5th/14th	120 hrs	4.62
15th/over	160 hrs	6.15

Maximum Rollover Per Year: 120 hours

On their anniversary date any accrued hours in excess of the maximum rollover amount will be reduced to the maximum rollover amount. Any variance from this must be approved in writing by the City Manager. More than the allowable maximum will be lost.

No employee shall receive additional compensation for working through his/her vacation without the written approval of the City Manager. Vacation time must be scheduled with the Department Director, who shall consider the needs of the City, the number of personnel needed to effectively operate his/her department, and the schedule and desires of the employee. All vacation scheduled must be approved by the Department Director prior to being taken.

Personnel with regular status, who leave employment with the City, shall be paid for vacation time. The payment will be made in their final check.

An employee, who the city demotes, promotes, or laterally transfers will retain accrued vacation leave.

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Employees on unpaid leave will not accrue vacation time.

Exception to this policy are Fire Fighters/EMS on a 53 hours' work schedule see the Fire Fighter/EMS combined vacation/holiday accrual policy Appendix A.

8.03 Holidays – REVISED 11/5/2018

All personnel with probationary or regular status are entitled to holidays designated by the City Council each year.

The holidays usually observed are:

- New Year's Eve (half day)
- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day (2)
- Christmas Eve
- Christmas Day
- Birthday Observation Day

Total of one hundred and eight (108) hours per year.

All holidays shall be paid at the time of occurrence (exception: Fire/EMS). If an employee works on a holiday, that employee will be paid their overtime rate for the hours that they work on that holiday (Up to eight hours). **Note: (Sick/Bereavement policies apply with all pay policies).

Holidays may not be accumulated nor be carried over into the following calendar year without authorization of the City Manager. In addition, no compensation will be made for holidays that have not occurred.

Employees who are absent on a scheduled workday, before or after a holiday, may be required by their Department Director to submit a written statement from a physician attesting to their illness.

8.04 Inclement Weather

Employees should not assume the City offices or operations are closed. We are a service operation and as such we are obligated to the citizens to perform our duties. In the event of

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conditions such as freezing, flooding, etc., employee safety will be considered. If you feel it is unsafe to drive you must contact your supervisor and notify him/her. If you cannot make it to work, you may be charged a day of personal leave or leave without pay. In the event of emergencies that require evacuation (such as hurricanes, major disasters), employees shall refer to their department policy pertaining to emergency procedures.

8.05 Sick Leave – REVISED 04/15/2019

All personnel, who have probationary or regular status, shall be eligible to earn up to fifteen days of sick leave per year. Credit shall accumulate at the rate of 4.62 hours for each bi-weekly pay period. Unused sick leave can accumulate to a maximum of 720 hours.

Sick leave will be charged by the hour and used for employee or family illness where the employee is too ill to be able to work safely, or an ill family member requires their presence. Family is defined as the employee's spouse, children, parents, spouse's parents, brother, sister, grandparents, or grandchildren.

Employees shall notify their supervisors of their intent to take sick leave prior to, or within two (2) hours before, the time they are scheduled to begin their duties. Failure to give such notification will require the absence to be charged as leave without pay, except in cases of an emergency or an unusual event.

To discourage the abuse of sick leave, employees that call in sick will limit their presence away from their residences, to the doctor's office and pharmacy. Employees, who are out sick for three (3) consecutive days, will need a doctor's full release before returning to work. The City of Freeport does not typically offer light duty in any of its departments. Personnel who violate the provisions of the sick leave policy shall be subject to disciplinary action up to termination.

8.06 Family Medical Leave Act

As required by the Department of Labor, the City of Freeport provides FMLA benefits to qualifying personnel. To be eligible for FMLA benefits, an employee must:

- (1) work for a covered employer
- (2) have worked for the employer for a total of 12 months
- (3) have worked at least 1,250 hours over the previous months; and
- (4) work at a location in the United States or in any territory or possession of the United States where at least 50 employees are employed by the employer within 75 miles.

An eligible employee is granted up to a total of 12 workweeks of unpaid leave during any 12-month period with continued health care benefits.

It is the policy of the City of Freeport to run FMLA leave concurrently with any paid leaves.

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Along with other unpaid extended leaves of absence, sick leave benefits shall not continue to accumulate during FMLA leave.

Arrangements will need to be made by the employee to pay their share of insurance premiums and Flexible Spending accounts where applicable.

For further information and regulations concerning FMLA you may contact the Human Resource Department.

8.07 Worker's Compensation

Personnel injured on the job shall be eligible for leave with pay for up to seven (7) days (56 hours). These days shall not be charged against the employee's sick leave. Employees injured on the job will be eligible for workman's compensation on the eighth (8) day of injury leave upon certification of a physician that the employee is not able to fulfill his/her job duties.

Personnel may return to a position with the City, although it may be a different one from the one they left, when a physician certifies that the employee is able to fulfill their job duties and return to work.

No more than six (6) months may be authorized for injury leave without the approval of the City Council upon recommendation of the City Manager.

8.08 Leave Without Pay

The City Manager, upon recommendation of the Department Director, may grant leaves of absence, without pay, to employees who have achieved regular status. The maximum length of any leave of absence shall be six (6) months. The six month period does not include approved leave taken under FMLA.

If an employee remains on leave of absence in excess of six (6) months, that employee will be terminated, regardless of the reason for their absence.

Personnel granted leaves of absence may return to a position with the City, although it may be a different one from the one they left. When applicable, certification may be required.

8.09 Bereavement Leave

Personnel, who have probationary or regular status, may be granted up to 40 hours leave with pay, by their Department Director for cases of death of a member of an employee's immediate family. Immediate family is defined as the employee's spouse, children, parents, spouse's parents, brother, sister, grandparents or grandchildren.

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8.10 Judicial Leave

Personnel, with probationary or regular status, who are summoned to serve on a jury or who are under subpoena are expected to serve or appear when called. Such absences shall be authorized, without loss of pay, provided that satisfactory evidence of such service or appearance is presented to the Department Director.

If an employee is excused from jury duty prior to end of shift, he/she will be expected to return to work or receive permission from his/her supervisor for authorized absence.

8.11 Military Leave

Employees, with probationary or regular status, who are members of the National Guard, or any reserve component of the armed forces of the United States, shall be entitled to leave with pay when ordered by proper authorities to be engaged in field training, encampment, or ordered to regular duty. Such leave shall be authorized for up to fifteen (15) days, to be computed as eight (8) hour days, during a calendar year.

Employees taking military leave of absence in excess of fifteen (15) days may elect to use some or all of their vacation to supplement their military pay. Employees must notify the human resource department of their request in writing.

8.12 Mental Health Leave – Effective 9/1/2021, Updated 10/1/2021

The use of mental health leave may be granted after a peace officer, firefighter, or Emergency Medical Service provider experiences a traumatic event during the scope of employment. Traumatic events that may occur within a peace officer's career can have varying degrees of severity and effect on any one individual. Command staff will need to be cognizant of what employees may be experiencing mentally and emotionally after a traumatic event. As soon as practical, it is important to meet with the employee, in a private setting, after experiencing the event to get a sense of the state of mind the employee may be. Each employee may experience the same type of traumatic event differently. Below is a non-exhaustive list of possible examples of traumatic events in the scope of employment that can have an effect on an employee's mental health.

- Any officer involved shooting
- Any investigations or incidents involving deaths of individuals
- Any investigations or incidents involving abuse of individuals
- The death, injury, catastrophic illness of a coworker

When such a traumatic event does occur while in the scope of employment, it is important for management staff to recognize that some employees may be negatively affected and need to be away from work to appropriately process the traumatic incident and perhaps seek mental health assistance from a professional. In addition, it is important to provide support

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for employees who need it.

Management/supervisors should privately meet with any individual who has experienced a traumatic event while in the scope of employment. Supervisors should ensure the employee will be supported as much as possible after experiencing the event. In addition, it is important for supervisors to determine if there is a need for the employee to use mental health leave. If a supervisor determines the employee may need the advice and help from a crisis intervention professional, this should occur as quickly as possible. Any employee who requests mental health leave and/or the assistance of a crisis intervention professional after experiencing a traumatic event, should be granted the requests. Regarding the mental health leave, it is at the discretion of command staff in determining how long the initial mental health leave should be. If additional mental health leave beyond that initially granted by command staff is needed the supervisor may require medical documentation from the individual's medial provider to substantiate the need for such additional leave.

After experiencing a traumatic event while in the scope of employment, it is prudent for the affected employee to openly communicate his/her current mental/physical status to their supervisor. Employees should be open to any suggestions by their supervisor in using mental health leave and/or seeking assistance from a crisis intervention professional. Your communications/conversations regarding your health status will be kept confidential by your supervisors and any other need to know management staff as required by state and federal law.

Once an employee has been granted use of mental health leave, the supervisor will code their timesheets as "absent with pay". The maximum number of mental health days an individual may use is 10 days (80 hours) per Identified Traumatic Event. Any additional leave requested beyond the 10 days, the employee will need to use sick leave or the leave may be determined to be leave covered under worker's compensation. The additional leave requested will also need to be substantiated in writing by the employee's medical professional. In addition, the Chief or City Manager may request the employee submit to a fitness for duty requirement in order to return to work.

Mental health leave may be double-coded as FMLA as well. When an employee has used all 10 days of mental health leave and must use additional leave as applicable (e.g. sick leave or worker's compensation leave), this other leave will also be double-coded as FMLA leave.

While utilizing mental health leave, employees will continue to earn any and all benefits, seniority and applicable special pays.

The City of Freeport will keep requests to take mental health leave and any medical information related to mental health leave under this policy confidential to the extent allowed by law and separate from the employee's general personnel file. The City of Freeport cannot guarantee anonymity of information that is otherwise public or necessary to carry out duties required by law. A list of mental health facilities available in our area may be obtained from

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the Human Resource Department.

8.14 Leave Donation Policy

The City of Freeport maintains a sick leave pool to provide for the alleviation of hardships incurred by an employee and the employee's immediate family if a life-threatening illness or life-threatening injury forces the employee to exhaust all available sick leave, vacation leave, and compensatory leave. The sick leave pool is intended to lessen financial hardship caused to sick leave pool members by providing a source of additional paid sick leave. Routine pregnancy/maternity is not considered a life-threatening illness or life-threatening injury. However, severe pregnancy-related illness or complications afflicting mother or child may be considered.

Definitions for the purpose of the sick leave pool are as follows:

1. An Eligible employee is defined as a regular full-time employee who has been employed by the City for at least one (1) year.
2. Immediate Family Member is defined as an employee's spouse, child, or any other relative who resides in the employee's household and who is dependent on the employee for care.
3. Life-threatening is defined as a disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted. Life-threatening illness and injuries include, but are not limited to: Serious or terminal illness such as cancer, and serious or life-threatening accidents or injuries. Chronic illnesses or injuries which result in intermittent absences from work, such as HIV or kidney disease requiring dialysis, may also be considered life-threatening. Life-threatening illness or injury does not include: non-emergency elective surgery; injuries covered by workers' compensation claims; disabilities from drug or alcohol abuse; and self-inflicted injuries.
4. Sick Leave Pool is defined as the accumulated sick leave hours donated by employees for use in accordance with this policy.
5. Sick Leave Pool Administrator is defined as committee made up of the Head of Human Resources or designee, affected employee's Department Director and the City Manager designated in this policy to administer the Sick Leave Pool Policy.

In order for an employee to be considered eligible for the Sick Leave Pool, an employee is required to complete an enrollment form. The employee has to be employed by the City of Freeport for one (1) year; the employee must be in good standing of the City's attendance policies; and the employee has to donate at least four (4) hours from their own personal Sick Leave bank per year. Employees may contribute to a maximum of ninety-six (96) hours of their earned sick leave to the pool per year. The employee cannot contribute more than one third (1/3) of their earned sick leave per year.

Contributions to the pool are strictly voluntary. The contributor may not designate the

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recipient of his or her donated sick leave. Employees may sign up for participation for thirty (30) days following the adoption of this policy and during open enrollment annually.

Sick leave pool hours may not be used in conjunction with a workers' compensation claim by an employee.

A request to withdraw from the pool must be submitted in writing, prior to the exhaustion of the employee's personal leave bank. The employee must provide the Sick Leave Pool Administrator with a physician's statement as to the nature of the illness, surgery, or temporary disability, including the expected duration of the employee's absence.

The Head of Human Resources is responsible for developing and implementing the procedures for contributing sick leave hours to or withdrawing sick leave hours from the pool. However, the Head of Human Resources, the employee's Department Director and the City Manager determine the approval or denial to withdraw from the pool. The Head of Human Resources is also responsible for communicating and interpreting the procedures of this policy to the employees.

The Sick Leave Pool Administrator shall consider the information contained in the request form, the number of pending request forms, and the number of hours available in the Sick Leave Pool. The Sick Leave Pool Administrator shall not award more than one-third (1/3) of the hours in the Sick Leave Pool based upon any single request for withdrawal of hours.

Employees on extended leave must report by telephone to the Head of Human Resources or designee at least once a week, as well as immediately following any doctor's appointment, with an update as to the expected duration of the employee's absence.

Employees utilizing Sick Leave Pool hours do not qualify for the accrual of benefits (sick, vacation, holiday, etc.).

The donation of sick time is on an hourly basis, without regard to the dollar value of the donated or used leave.

Employees cannot borrow against future sick time to donate.

Employees will be given the opportunity to donate sick time annually during benefits open enrollment. The donated sick time will be transferred from the donor to the leave pool on October 1st.

Employees who are currently on an approved leave of absence cannot donate sick time.

If the recipient employee has available sick time in his or her balance, this time will be used prior to any donated sick time. Donated sick time may only be used for time off related to the approved request.

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Employees who receive donated sick time may receive no more than 480 hours (12 weeks) within a rolling 12-month period.

Nothing in this policy will be construed to limit or extend the maximum allowable absence under the Family and Medical Leave Act.

CHAPTER

NINE

EMPLOYEE WAGE AND BENEFITS

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CHAPTER NINE

EMPLOYEE WAGE AND BENEFITS

9.01 Texas Municipal Retirement System

All employees with probationary or regular status will be enrolled as a member of the Texas Municipal Retirement System. Members will deposit by payroll deduction, seven percent (7%) of their gross salary. The City will match such deposit in an amount to be determined by state law and City Council ordinance (Currently 2 for 1).

If an employee leaves the service of the City, they may withdraw the deposits they have made, plus interest earned on those deposits. The deposits made by the City cannot be withdrawn unless the employee is eligible for retirement.

Members may also be responsible for paying taxes on the amount withdrawn and should communicate with Texas Municipal Retirement System in regards to possible taxation of withdrawn deposits.

Employees will become vested in the system after five (5) years of employment. "Vesting" means that employees who terminate their employment with the City after five (5) years and do not withdraw their deposits, will be entitled to retirement benefits, based on deposits and interest earned, at sixty (60) years of age or 20 years of service.

Employees should contact Texas Municipal Retirement System for information on retirement benefits or when preparing for retirement.

9.02 Social Security

All employees will make deductions, by payroll, to the Social Security system. The City will match the employee's contribution as required by Federal law.

9.03 Group Health, Life, and AD&D

All employees with probationary or regular status are covered by a group health, life, and AD&D insurance program. The premiums for this program are paid by the City. Employees may also cover their dependents under the health insurance program by paying the premiums for their dependents.

See Human Resources, at City Hall, for additional information.

Section 9.04 Long-Term Disability – REVISED 06/03/2019

All employees with probationary or regular status are covered by a long-term disability

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insurance policy. This insurance policy provides for 60% of your monthly salary after 90 days of serious illness or injury, according to the following schedule. The premiums for this policy are paid by the City.

Maximum Benefit Period: Determined by your age when Disability begins, as follows:

Age	Maximum Benefit Period
61 or younger.....	To age 65, or 3 years 6 months, if longer.
62.....	3 years 6 months
63.....	3 years
64.....	2 years 6 months
65.....	2 years
66.....	1 year 9 months
67.....	1 year 6 months
68.....	1 year 3 months
69 or older.....	1 year

9.05 Workman's Compensation Insurance Program

All employees of the City of Freeport are covered by Workman's Compensation Insurance. Workman's Compensation Insurance covers employees if they are injured on the job. Any injury that occurs on the job or is job-related must be reported to the employee's supervisor immediately or as soon as a possible claim is noticed.

9.06 Allowances - REVISED 08/03/2020

At the will of the City, and if financially feasible, the City may provide allowances as describe below.

Uniform Allowances: The City may furnish uniforms or provide allowances for employees who must wear uniforms in the performance of their duties. Uniform allowances may be approved for certain positions when City uniforms are not issued. Uniform allowances must be approved by the Department Head and City Manager, and must be submitted to HR for entry into payroll. When applicable, uniform allowances are paid in payroll checks each pay-period. Uniform allowances are \$600.00 per year, paid out at \$23.08 per pay period. This rate may be subject to change at the discretion of the City Manager.

Cell Phone Allowances: The City may furnish City-issued cell phones or provide cell phone allowances for employees who must routinely utilize personal cell phones in the course of daily work on behalf of the City. Cell phone allowances may be approved for certain positions when City cell phones are not issued, and are generally approved for management or Director-level positions. Cell phone allowances must be approved by the City Manager and must be submitted to HR for entry into payroll. Where applicable cell phone allowances are paid in payroll checks in the first pay pay-period of each month. Cell phone allowances are \$50.00 per month. This rate may be subject to change at the discretion of the City

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Manager.

Automobile Allowances: The City may provide automobile allowances for employees who must routinely utilize personal automobile in the course of daily work on behalf of the City. Automobile allowances may be approved for certain positions when City vehicles are not assigned. Automobile allowances are provided at the discretion of the City Manager and are generally approved for senior management or Director-level positions or above. Automobile allowances must be approved by the City Manager and must be submitted to HR for entry into payroll. Where applicable automobile allowances are paid via payroll checks each pay-period.

Relocation/Moving Allowances: The City may provide a relocation/moving allowance as part of a recruiting package. Relocation/moving allowances are negotiated at the discretion of the City Manager and are generally approved for senior management or Director-level positions or above. Where applicable relocation/moving allowances are paid via payroll upon presentation of receipts.

9.07 Overtime/Compensatory Time -REVISED 08/03/2020 and UPDATED 9/08/2020

Employees fall into two categories, exempt and non-exempt as defined by the Fair Labor Standards Act.

As a condition of employment, employees may be requested and required to work beyond their scheduled hours without advance notice at any time. Refusal to work beyond their regular schedule when requested is prohibited. If an employee's personal affairs require that they be relieved of the potential for unscheduled work on any given day, the employee must request relief from unscheduled work as soon as possible.

It is the policy of the City of Freeport to pay for time worked. All overtime will be paid monetarily or compensatory time off as defined by FLSA. Compensatory time is only allowed at the discretion of the City Manager. All overtime must be approved by Supervision before it is worked. In accordance with FLSA, overtime may be calculated as a weighted overtime rate which includes education pay, longevity pay, and certification pay.

If an employee uses vacation time, sick leave, or bereavement leave during a work week or work period, overtime will not be paid where applicable until the vacation/sick/bereavement leave during that work week or work period is made up at the regular rate. Vacation, sick, and bereavement time are not considered "time worked" for the purposes of overtime calculations.

Fire/EMS and Police Overtime and Work Period Definitions:

The City of Freeport complies with Section 7(k) of the FLSA, which provides that employees engaged in fire protection or law enforcement may be paid overtime on a "work period"

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basis. A "work period" may be from 7 consecutive days to 28 consecutive days in length. For work periods of at least 7 but less than 28 days, overtime pay is required when the number of hours worked exceeds the number of hours that bears the same relationship to 212 (fire) or 171 (police) as the number of days in the work period bears to 28. Under this plan at the City of Freeport, fire protection personnel are paid overtime after 106 hours worked during a 14-day work period, and law enforcement personnel are paid overtime after 86 hours worked during a 14-day work period.

9.08 Paydays and Hours of Work – REVISED 06/03/2019

The City of Freeport pays on a bi-weekly basis. Checks are currently distributed to Department Directors on Fridays. Copies of checks that are direct deposited are available to employees through the payroll system self-service.

All Departments are subject to the Department of Labor regulations concerning hours of work. Directors and/or designated supervisors are responsible, at their sole discretion, for the scheduling of their department employees.

Exempt employees are not required to turn in a timesheet; however, the Human Resource Department must be notified of any leaves taken. Non-exempt employees must turn in a timesheet electronically.

9.09 Deductions from Pay

The City of Freeport may deduct money from an employee's pay for reasons that fall into the following categories:

- Court ordered disbursements.
- Taxes.
- Premiums for medical/dental plans.
- Contributions made to retirement or pension plans.
- Contributions made to cafeteria plans.
- Over payments of wages.
- The cost of personal long-distance calls that an employee makes on the City's phone systems.
- The cost of unreturned uniforms.
- The cost of repairing or replacing any supplies, materials, equipment, money, or other property that an employee damages, loses, fails to return, or takes without appropriate authorization from the City of Freeport during their employment.
- If an employee takes paid vacation or sick leave in advance of the date he/she would normally be entitled to it and he/she separates from the City of Freeport before accruing time to cover such advance leave, the value of such leave taken in advance.

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Deductions from Leave

All absences from work for full-time (regular) status employees will require leave and/or compensatory time benefits to be used for those absences.

The City of Freeport will make all efforts to notify the employee before such deductions are made.

9.10 Longevity Pay - REVISED 08/03/2020 and UPDATED 09/08/2020

The City of Freeport provides longevity pay for all full-time employees in recognition of the value of long-term service with the City. Eligibility for longevity pay commences at the beginning of the fiscal year (Oct. 1st) after an employee has completed one full year of continuous employment.

Effective in fiscal year 2021-2022 (Oct. 1st, 2020), Longevity Pay is paid-out to active, eligible employees on a per-pay-period basis. Eligible full-time employees who are actively employed on Oct. 1st earn \$60.00 per year after their first full year of employment, and this amount is paid-out on per-pay-period basis. An additional \$60.00 per year is added for each consecutive year of service thereafter if the employee is still employed at the beginning of the next fiscal year (on Oct. 1st). The total longevity amount is pro-rated and paid-out on a per-pay-period basis.

Employees with six (6) or more years of continuous employment at the time of this rate change (10/01/20) may be grandfathered at their existing higher total annual amount, paid-out on a per-pay-period basis.. This higher total annual amount will be frozen for our longer tenured employees until the new rate calculation surpasses the grandfathered total annual amount. At this point the new higher calculated amount will be paid on a per-pay-period basis.

Longevity Pay is intended to be a recognition of long-term service for active employees. Because longevity pay is paid-out on a per-pay-period basis no pro-rated longevity pay is paid-out when an employee separates from employment.

9.11 Tuition Reimbursement – REVISED 06/30/2019

All regular status employees are eligible for 100% college tuition reimbursement for work related courses with the approval of their Department Director and the City Manager. The maximum tuition reimbursement is seven (7) hours per semester, not to exceed \$700.00 per semester. The City of Freeport will only reimburse courses that are completed with a minimum grade of 80% or B-. Reimbursement will be made after the course is completed and after required documentation is received, and is for tuition only, no books or supplies are covered by this policy.

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9.12 Section 125 Flexible Spending Accounts

All employees with probationary or regular status are eligible to participate in the City's pre-tax dependant care expense accounts and pre-tax unreimbursed health care expense accounts. These accounts assist employees by providing pre-tax options for their dependant care and health care needs.

9.13 Supplemental Insurance

The City currently offers full-time employees the opportunity to participate in supplemental insurance policies. These policies are offered through a representative of the providing insurance and are at the expense of the employee.

9.14 Travel Reimbursement - REVISED 08/03/2020

The City of Freeport will pay per diem expense for travel based on the U.S. General Services Administration (GSA) Standard Rate dependent upon destination. Employees must submit an event schedule that includes start and end times, including meals. Meals that are provided and covered in registration fees will be deducted from per diem. Approved meals will be reimbursed at GSA Standard Rates for meals and incidentals.

9.15 457 Deferred Compensation Plan

All employees with probationary or regular status are eligible to participate in the 457 Deferred Compensation Plan offered by the City of Freeport. This plan is an additional retirement savings options for the City of Freeport employees; however, no contributions will be made by the City. This retirement plan is offered to public service personnel only and is regulated by the Internal Revenue Service.

9.16 Education Pay – REVISED 08/03/2020

The City of Freeport provides education pay for all full-time employees in recognition of the highest degree earned according to the following schedule:

DEGREE	YEARLY	PER PAY PERIOD
Associate Degree	600.00	23.08
Bachelor Degree	1,500.00	57.70
Master Degree	2,500.00	96.16

All education pay is calculated based on the highest education level achieved (not multiple levels). In combination with Certification Pay in Section 9.17 the maximum combined pay for Education and Certification is \$ 5,000.00.

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Effective fiscal year 2020-2021 (Oct. 1, 2020) all education is paid-out on a per pay period basis, not annually. The per pay period calculation is the highest education pay level earned divided by 26 pay periods. In order to receive education pay, appropriate documents (official certified transcript) must be on file in the Human Resource Department. Pay begins in the pay period following receipt of certified transcripts in HR. Education Pay is not retroactive. Because education pay is paid-out to active employees on a per pay period basis, no additional education pay is issued upon separation of employment.

These education benefits apply to qualifications above and beyond the minimum requirements stated in job descriptions.

9.17 Certification Pay – REVISED 08/03/2020

Effective fiscal year 2020-2021 (Oct. 1, 2020) all certification pay is paid-out on a per pay period basis, not annually. Written proof of certification is required. Pay begins in the pay period following receipt of official certificate in HR. Certification Pay is not retroactive. Because certification pay is paid-out to active employees on a per pay period basis, no additional education pay is issued upon separation of employment.

See Certification Pay Table on Next Page.

These certification benefits apply to certification(s) above and beyond minimum requirements stated in job descriptions.

In combination with Education Pay in Section 9.16 the maximum combined pay for Education and Certification is \$5,000.00.

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CERTIFICATION PAY

POLICE/TCO:	YEARLY	PER PAY PD
Intermediate	\$ 500.00	\$ 19.23
Advanced	\$ 1,000.00	\$ 38.47
Master	\$ 1,500.00	\$ 57.70
FIRE/EMT:		
	YEARLY	PER PAY PD
Intermediate	\$ 600.00	\$ 23.08
Advanced	\$ 900.00	\$ 34.62
Master	\$ 1,500.00	\$ 57.70
Fire Engine Operator/Driver	\$ 3,600.00	\$ 138.46
EMS (TDSHS):		
	YEARLY	PER PAY PD
EMT-Intermediate	\$ 2,400.00	\$ 92.31
EMT-Paramedic	\$ 4,800.00	\$ 184.62
DEPARTMENT SPECIFIC CERTIFICATIONS:		
	YEARLY	PER PAY PD
Designated Language Interpreter [as deemed necessary for Dept. by Director] (ex. Spanish-speaking)	\$ 600.00	\$ 23.08
Functional Specialization: [as deemed beneficial and approved by Director & City Manager-excludes minimum certifications required in position descriptions] (ex. Utilities/Waste Water, Heavy Equip. Operator; Pesticide Handler; SHRM-CP)	\$ 600.00	\$ 23.08
Secondary Specialization: Maximum of Two Specialized Certifications, with second paid at 50%	\$ 300.00	\$ 11.54

CHAPTER

TEN

EMPLOYEE SAFETY

CITY OF FREEPORT – PERSONNEL POLICY HANDBOOK

CHAPTER TEN

EMPLOYEE SAFETY

10.01 General Safety

The City of Freeport desires to provide a safe working environment for its employees. To accomplish this, the City will provide all reasonable safeguards to ensure safe working conditions. The City recognizes the need to follow good safety principles, and therefore, believes that no job is so important and no order is so urgent that we cannot take time to perform our work safely. The cooperation of all City employees in observing safety rules and procedures will provide safe working conditions and accident free performance, which will benefit both the employees and the citizens of Freeport.

10.02 Motor Vehicle Safety

All employees of the City must have a valid Texas Drivers License to operate a City owned vehicle, and where required, a commercial license abiding by all DOT regulations.

It is the vehicle operator's responsibility to operate his/her vehicle in a safe and courteous manner, and obey all traffic laws. City vehicles are constantly under observation of the citizens and must be operated in a safe manner.

Employees may be subject to reimbursement of cost incurred by the City due to an employee's excessive neglect or due to multiple accidents involving an employee.

Employees shall immediately report all vehicle accidents to their supervisor, and the supervisor shall notify the Freeport Police Department. The employee shall not leave the scene of an accident until an investigation has been made. Failing to report an accident will result in disciplinary action.

An incident report must be immediately sent to the City Manager and the Human Resource Department.

10.03 Job Injuries

An employee must immediately notify his/her supervisor of any on the job injury. Failure to notify the supervisor is grounds for disciplinary action. The supervisor shall notify the Department Director, who shall notify the City Manager and the Human Resource Department.

The supervisor or injured employee shall complete or have completed an Incident Report, and submit or have it submitted, to City Hall within two (2) days of the incident.

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10.04 Hazard Reporting

It shall be the responsibility of each employee to identify dangerous and hazardous conditions in and around their work area and report them to their supervisor, so that appropriate corrective action can be taken.

10.05 Incidents and Claims

Employees must immediately notify his/her supervisor of any incident or claim involving the City of Freeport. The supervisor shall notify the Department Director, whom shall notify the City Manager.

The supervisor shall complete or have completed an Incident Report, and submit or have it submitted, to City Hall within two (2) days of the incident.

CHAPTER

ELEVEN

TERMINATION OF EMPLOYMENT

CITY OF FREEPORT - PERSONNAL POLICY HANDBOOK

CHAPTER ELEVEN

TERMINATION OF EMPLOYMENT

11.01 Resignation

To resign in good standing, an employee of the City must give 14 days notice to the department supervisor of his/her intention to resign. Employees who terminate their employment other than by discharge will receive their final paycheck on the next scheduled payday.

11.02 Termination

The Human Resource Department or Department Director will insure that all issued equipment owned by the City is returned, such as uniforms, City identification, keys, etc.

11.03 Reductions in Force

At any time, the abolition of any position or authorized reduction in force may be required at the discretion of the City Council.

11.04 Exit Interview

The Human Resource Department shall conduct an exit interview for all employees terminating employment with the City. The interview is for the purpose of completing the employee's file by listing the person's reason for leaving City employment and insure that all issued equipment owned by the City is returned. All final paychecks must be picked up at the Human Resource Department.

11.05 Final Pay

Upon termination the employee will be paid as follows:

Pay Type	Payout
Holidays	All occurred holidays for the budget year **note - see holiday policy
Vacation-None- Fire/EMS	All will be paid **note - maximum carry over is 120 hours
Comp Time Earned	All will be paid
Regular and Overtime Hours	All hours worked will be paid
Vacation for Fire/EMS	All will be paid ** note- maximum carry over is 159 hours

CHAPTER

TWELVE

MISCELLANEOUS

CHAPTER TWELVE

MISCELLANEOUS

12.01 Financial Responsibility of Employees

Employees are expected to maintain a good credit standing and pay their obligations promptly, especially with respect to City taxes and utility charges. The City will not serve as a collection agency and failure to pay or make reasonable provisions for payment of obligations to such an extent that such failure is detrimental to City service, shall subject employees to disciplinary action.

12.02 Hurricanes/Disasters

See City of Freeport Hurricane Policy.

12.03 Department Policies

It is recognized that the various departments of the City may have, develop, and issue written policies for their specific departments. These individual department policies shall only be used to supplement and not to replace the City's Personnel Policy Handbook.

12.04 Emergency Closing Operations Policy

The purpose of this policy is to outline procedures to be followed in the event of a declaration of disaster or other emergency event during an emergency closing of City of Freeport operations. This policy will be in effect when the Mayor or City Manager closes City offices for business due to the emergency event. The City shall provide paid leave for "essential" and "nonessential" employees during an emergency closing, and/or disaster pay for employees called on to work in the event of certain emergencies including, but not limited to:

- a. Hurricanes
- b. Tornadoes
- c. Floods
- d. Other acts of God
- e. Nuclear, chemical, and biological emergencies
- f. Terrorist attacks
- g. Any other emergency declared by a federal, state or local authority

The local municipal authority shall be the Mayor, or in the Mayor's absence, the Mayor Pro-Tem or the City Manager if necessary.

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When there is an emergency closure of City offices, all essential employees, nonexempt and exempt (their salary will be converted to its hourly equivalent), who are required to work during an emergency closure will be compensated at one-and-one half times (1-1/2) their hourly rate for the duration of the emergency closure for all hours worked associated with the emergency. Worked hours must be properly recorded on the special timesheet, during which they actually worked. The term "actually worked" means time actively engaged in physical or mental exertion related to the City's business (at the direction and control of the Department Head or Director) either on the City's premises or actively engaged in the same manner in the City's business off premises at the direction and control of the Department Head or Director. The term "actually worked" shall include stand-by and stand-by/sleep time as recognized under the Fair Labor Standards Act (FLSA) only in instances where the employee is required by their Department Head or Director to stay on City premises engaged to wait on instructions to work and the employee does, in fact, stand by and/or sleep on the City premises. Following are examples for each FLSA classification:

Exempt -7 day FLSA – A Police Department Captain who is designated as an essential employee during an emergency closure will receive their regular scheduled hours as excused pay (EXC-Excused hours) plus one-and-one half times(1-1/2) their hourly rate for all hours worked associated with the emergency and hours will be recorded as DDO-Declaration Disaster Overtime. Their regular salary will be converted to an equivalent hourly rate of pay.

Nonexempt -7 day FLSA – Street Department or Parks Department employees who is designated as an essential employee during an emergency closure will receive the number of hours of excused pay (EXC) for each normally scheduled workday plus one-and-one half (1-1/2) times their hourly rate of pay for all hours (DDO) actually worked associated with the emergency during the emergency closure.

Police Officers -14 day FLSA - who are designated as essential employees during an emergency closure whose work week is based on a 14 consecutive-day work period with a maximum of 86 hours of straight-time pay, will receive the number of hours of excused pay (EXC) for each normally scheduled workday, plus one-and-one half (1-1/2) times their hourly rate of pay for all hours (DDO) actually worked associated with the emergency during the emergency closure.

Firefighters – 28 day FLSA - who are designated as essential employees during an emergency closure whose work week is based on a 14 consecutive-day work period with a maximum of 212 hours of straight-time pay, will receive the number of hours of excused pay (EXC) for each normally scheduled workday,

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plus one-and-one half (1-1/2) their hourly rate of pay for all hours (DDO) actually worked associated with the emergency during the emergency closure.

The maximum number of work hours which may be recorded for any work day is 24 hours during the first 72 hours of the emergency closure and 18 hours per day thereafter.

If an employee works in a building not owned by the City and it closes for business due to an emergency event and if the employee(s) cannot be utilized by the department at a different location, then the employee(s) will be compensated for their regular scheduled hours as excused pay (EXC). Excused pay hours do not count towards the earning of comp time or overtime hours.

Reserve Police Officer - Reserve Officers that serve under the Police Department, working the emergency closure, will be compensated at the equivalent of a Patrol Officer based on the City of Freeport Pay Schedule for the current fiscal year.

Non-exempt regular full-time and part-time employees who perform non-emergency job duties during the city closure shall record those hours as regular hours and be calculated and paid at the employee's base hourly rate.

Exempt employees who perform non-emergency job duties during the city closure shall record those hours as regular hours and count those hours towards the earning of comparable time off (hour for hour).

City employees classified as "essential" who fail to report to work as scheduled during an emergency closure event may be subject to disciplinary action, up to and including job termination, if the employee is necessary to provide for the safety and well-being of the general public or is otherwise necessary for the restoration of vital services.

All essential employees must be designated and made aware of their assignments prior to an emergency. A list of essential employees shall be provided to the Emergency Management Coordinator and the Human Resources Director. Essential employees are those who are required to stay or report to their assigned areas performing necessary tasks during the emergency, or those who are required to return to work after an immediate threat is over. The list for each department shall be updated annually. Such personnel may include police officers, firefighters, Emergency Management staff, Streets, Parks, Golf Course, Building and Code Enforcement, and a limited number of support department personnel (Payroll, Purchasing, and Information Systems). In the event an unpredictable situation occurs, City of Freeport reserves the right to require employees to be designated on an *ad hoc* basis as essential personnel. In

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these rare cases, the department Director will make every effort to give as much notice as possible to the affected employees.

Non-Essential Employee Leave and Pay: Regular full-time, exempt and non-exempt and regular part-time employees with nonessential job duties will be granted administrative leave (EXC-Excused) for the duration of the emergency closing. Nonessential employees will be compensated at their regular hourly rate of pay for hours the employees would have worked but for the emergency closing. Temporary employees are not paid administrative leave.

Any employee who is off work or scheduled to be off on sick leave, sick pool, vacation, bereavement leave, workers' compensation, FMLA, or disciplinary leave shall have their leave recorded as such. Should an emergency closure occur when the employee is scheduled to return from leave, the employee will be granted administrative leave (EXC-Excused) for that day and thereafter for the duration of the emergency closure.

When the emergency closure ends, all employees are expected to report to work as scheduled. Excused pay for employees will end on the day the city reopens for business. Employees that do not return to work at the end of the city closure must use their own vacation hours and/or comp hours. Sick hours cannot be used unless a doctor's excuse can be provided for all days the employee was absent from work from the time when the city reopens for business. If the employee does not have any paid leave available, the employee will not be compensated and leave without pay (LWOP) hours will be recorded for those days.

When the emergency closure ends and the City has opened for business to the public, employees still working the emergency event will be paid according to the non-closure emergency policy. Premium overtime hours earned (DDO) during the closure will not count towards hours worked for the purpose of earning comp time or overtime wages.

Supervisor's Responsibility

Supervisors must assist in the consistent and fair application and implementation of this policy.

Supervisors must develop and maintain the list of essential employees within their department. Supervisors are responsible for certain essential functions with the help of employees whose job function have been designated as essential in an emergency.

Supervisors must stay up to date of the situation at hand by staying in contact with their Department Director and by monitoring the City of Freeport public notices through news and social media.

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Supervisors must remain in contact with their employees regarding assignments and return to duty information.

Supervisors must track, approve and submit all employees' time worked and not worked during the emergency closure, on the appropriate timesheet, to the Human Resources Payroll department.

Supervisors must document and recommend disciplinary action resulting from any violations of this policy.

Employee's Responsibility

Employees designated by their department director as essential personnel are required to report to and/or remain in the City on the job or at a designated location during an emergency and are subject to being utilized as needed directed by the department director during a City closing.

Employees designated by their department director as non-essential personnel are required to remain in contact with their supervisor regarding assignments and return to duty information. Non-essential employees may be deemed essential if more staff is needed during the closure to assist in the preservation and restoration of essential public services required for the health, safety and quality of life within the City. During the closure, it is possible that non-essential personnel will be needed after the immediate crisis is over for reestablishment of city operations and preparing the office to a pre-disaster state. Employees called into work during this time will be paid according to the emergency closure policy.

Employees are responsible for recording accurate time of work performed during the emergency closure. Employees must ensure correct project/job codes are being used for their assignments. After the workweek is complete, employees are responsible for turning in a true and correct signed timesheet to their supervisor for approval.

The City reserves the right to amend, change, or delete this policy at any time, with or without prior notice. Furthermore, this policy does not grant a right or benefit to any employee, either expressed or implied, that in any way alters the "at will" basis of employment that is intended by the City.

12.05 Emergency Event Leave Policy [Updated 04-07-2020]

Purpose

The purpose of this policy is to provide guidance and instruction to employees on how to manage time away from work if a leave of absence is needed during a declared emergency event.

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Background

In the event of a wide scale emergency, and when authorized by the City Manager or an authorized designee, the City of Freeport must balance a variety of objectives when determining how best to ensure the continuity of operations and reduce the impact on the workplace. In the event an emergency rises to the level that results in school dismissals, child care program closures, quarantine, and the like, it will permit an employee appropriate time away from work to provide care for their children, themselves and/or other immediate family members in a manner that allows for the continuity of the required City operations and service delivery.

Definitions

- **FMLA (Family Medical Leave Act)** – As authorized by Personnel Policy Handbook, a leave designation that applies to qualified employees experiencing serious health conditions themselves or by their immediate family members and which runs concurrently with other types of leave, such as sick leave, vacation leave, short-term disability, and worker's compensation, as well as leave without pay.
- **Leave of Absence** – As authorized by Personnel Policy Handbook, a leave designation that applies to situations not covered by FMLA and which runs concurrently with other types of leave, such as sick leave, vacation leave, short-term disability, and worker's compensation, as well as leave without pay.
- **Telecommuting** – an arrangement in which an employee regularly performs work at an alternative work site for a specified portion of the work week. Occasional work off-site, including work while traveling on City of Freeport business, does not constitute telecommuting.

Scope

This policy will take immediate effect whenever an emergency declaration is executed by the Mayor. This policy will remain in effect until the City determines that the circumstances causing the emergency declaration have been resolved. No part of this policy will be effective to the extent it conflicts with State or Federal law.

Procedures & Responsibilities

If an emergency is declared by the Mayor, employees may be forced to evacuate from their worksite and perform work from home, while others may need to take sick leave to recuperate from illness or assist with caring for immediate family members. It is important that all employees understand the various pay and leave flexibilities that may be utilized during an emergency crisis and to enable employees to stay home either for their safety or when ill, to care for an ill family member and/or dependent, or their children's schools or childcare programs close, or dismiss as a result of the emergency. Employees required to stay home to take care of a child where the school or day care has closed, but there is no illness, will not qualify for the use of sick leave accruals under the current policy.

Therefore, in the event of an emergency, the City reserves the right to adjust its leave policies, as well as may allow eligible employees to realize an appropriate negative sick leave balance.

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Before an employee shall be allowed to enter into a negative sick leave balance they shall have exhausted all other applicable accrual balances such as vacation, and compensatory time. Eligible employees will be permitted to accrue up to 80 hours of negative sick leave in the event a local emergency is declared by the City Manager or authorized designee. In addition to the first 80 hours, First Responders may be permitted to accrue up to 80 hours of additional negative sick leave. To be eligible, the employee must be a full-time employee, exempt or non-exempt, who work a minimum of forty (40) hours per week on a regular basis and have exhausted all other accrued leave balances. This negative sick leave balance will be considered a salary advance and require the employee to reimburse the City either through future accruals or cash payment.

If the leave qualifies as FMLA-protected leave, the City will require the employee to use paid sick leave, vacation leave, and other accruals pursuant to the FMLA policy in the Employee Policy Manual.

If State or Federal mandates or laws amend or expand FMLA-protected leave or leave provisions for employees, the City will comply accordingly.

If an employee's employment is terminated prior to satisfying the negative sick accrual, a deduction shall be made from the employee's final check to the extent allowed by law to cover the value remaining that was advanced to the employee or the employee shall make a cash payment to the City for the balance remaining.

During an emergency, the City may suspend return to work and fitness for duty policies that require a doctor's note or certification from a health care provider before employees may return to work.

In the event of a wide scale emergency or pandemic, where the employee is not ill, the employee may not take leave, or refuse to work, simply to avoid possible exposure to a causative agent in the workplace. Employees who may have a disability that creates an increased risk associated with the emergency are encouraged to notify HR in order to seek an accommodation under The City's disability policy.

Any employee who fails to follow the requirements of this policy and/or falsifies any information or documentation related to their own or another's potentially life-threatening, contagious illness will be subject to disciplinary action in accordance with City policy up to and including termination.

If the need arises, employees who hold positions that are suitable for telecommuting may enter into a Telecommuting Work Arrangement approved by the City Manager.

Accountability

Employees who are found to be in violation of any part of this policy may be subject to disciplinary action as outlined in the Personnel Policy Handbook.

Enforcement

Human Resources will be responsible for the enforcement of this policy.

CHAPTER

THIRTEEN

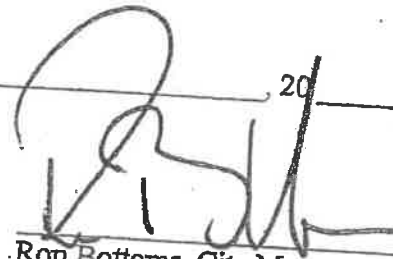
SEVERABILITY CLAUSE

CHAPTER THIRTEEN

SEVERABILITY CLAUSE

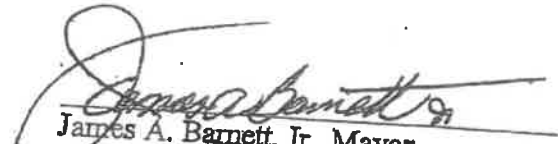
In the event any section or provision of these personnel policies is found to be unconstitutional, void, or inoperative by the final judgment of a court of competent jurisdiction, such defective provision, if any, is hereby declared to be severable from the remaining sections and provisions of those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

Issued this _____ day of _____, 20____.



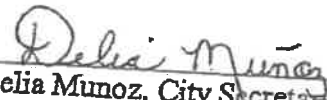
Ron Bottoms, City Manager
City of Freeport

Approved by the City Council of the City of Freeport, Texas, this 4th day of August, 2003.



James A. Barnett, Jr., Mayor
City of Freeport

ATTEST:



Delia Munoz, City Secretary
City of Freeport

APPENDIX

APPENDIX A

**FIRE/EMS DEPARTMENT AND
53 HOUR FIRE/EMS EMPLOYEES**

A5.19 Use of City Owned Vehicles

For the purposes of section 5.19, City employee shall include reserves, volunteers, and other members associated with the department who may operate a city owned vehicle from time to time for operational purposes. In addition, Section 5.19 does not preclude the operation of a city owned vehicle by mutual aid agencies during an emergency or when assistance in moving or shuttling a city owned vehicle is operationally necessary.

A5.22 Use of Telephone/Cellular Phones

In order to maintain direct communication with medical control, the emergency department physician, or poison control; personal communication devices may be allowed while on duty, at the discretion of the Fire Chief.

A8.02 Vacation

53 hour Fire/EMS employees will accumulate vacation at the rate of 53 hours per week and will acquire a week of vacation equivalent to that of a 40 hour employee, according to the following schedule:

<u>Years of Employment</u>	<u>Weeks per Year</u>	<u>Hours per Year</u>	
0 to 4	2	106.08	ppd 4.08
5 to 14	3	159.12	ppd 6.12
15 and Above	4	212.16	ppd 8.16

The annual carry over for 53 hour Fire/EMS employees shall be 159 hours . See attached chart.

A8.03 Holidays

The Fire/EMS Department shall observe a holiday on Patriot Day (September 11) in accordance with the Local Government Code. Patriot Day shall replace the Birthday holiday, for a total of 13.5 holidays, and shall not result in an additional holiday.

Holiday hours for 53 hour employees shall be calculated at a rate of 12 hours per holiday for a total of 162 hours per year. Holiday hours will be awarded at 6.23 hours per pay period and will not roll over from year to year. See attached chart.

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A 53 hour employee that works on a regularly scheduled holiday will be paid their overtime rate for the hours worked on that holiday, up to 12 hours. New Years Eve holiday is only up to 6 hours. The overtime rate shall apply to the shift working 7:00 am to 7:00 pm on any specific city observed holiday

A8.05 Sick Leave

For the purposes of Section 8.05, the city accrual of 15 days per year shall be considered 3 weeks, the maximum accrual of 720 hours shall be considered 18 weeks, and the maximum final payment of 80 hours shall be considered 2 weeks.

The sick leave accrual for 53 hour employees shall be 3 weeks per year, or 159 hours. Credit shall accumulate at the rate of 6.12 hours for each bi-weekly pay period. The maximum accumulation of sick leave shall be 18 weeks, or 954 hours.

A8.09 Bereavement Leave

For the purposes of Section 8.09, up to 53 hours of leave with pay may be granted to a 53 hour employee for bereavement leave.

A12.03 Department Policies

Based on the unique nature of the 24 hour shift and 53 hour work week of the Fire/EMS Department; the administration of hours, leave, and payroll accounting may be modified to accommodate the operational needs of the Department, at the discretion of the Fire Chief with the approval of the City Manager.

GLOSSARY

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Penney's Electric Co. Inc
P. O. Box 2888
Freeport, Texas 77542
979-233-4156 979-299-3742 Fax 979-239-2725
Texas State Electrical Contractor #33778

Proposal #: PECO 1790

Date: 006/4/2022

Proposal Submitted to:
City of Freeport
200 West 2nd St
Freeport, TX 77541

Job Location:
Soccer Field Generator Project

Attn: Lance

Penney's Electric, proposes to furnish labor, materials and equipment necessary for the following work:

Install new generator supplied by the City of Freeport at the Soccer Field.

The total "budgeted" price is: \$10,000.00 (Ten thousand dollars and 00/100). This does not include tax.

Penney's Electric, proposes to furnish labor, materials and equipment necessary for the following work:

Once power is restored to the field, Penney's will also bring in a lift and troubleshoot any issues with lights not working. Without knowing what is in working order or not, we will give a "budgeted" number of up to \$8,000 to rent the JLG lift and supply labor for 5 days. ****Materials for repairs will be supplied by the City of Freeport****

The total "budgeted" price of this work is: \$8,000 (Eight thousand dollars and 00/100). This does not include tax.

Due to lack of time to prepare exact numbers for proposals these "budget numbers" should cover the cost of install, troubleshooting, and repairs. The City of Freeport will only be billed for the actual time and materials for this work.

All work is to be performed in accordance with the above description and will be done in accordance with the National Electrical code and in a workmanship like manner. Penney's Electric will be responsible for all electrical permits and fees and will furnish proof of our general liability insurance on request. Owner is responsible for fire, theft, storm related and other necessary owner insurance.

PAYMENT IS DUE AS FOLLOWS: At time of invoice

Any deviation or order from the above specifications will be deemed as extra work and will be charged at an additional cost. All additional work will be agreed on in writing before the work is started.

I agree to the above specifications and authorize Penney's Electric to proceed with the work as specified.

Name: _____
(Please print)

Date: _____

Signature: _____



Quote

for:

Coulomb Electric Inc.
Carl Jackson - President
David Corguey - VP

Softball Field Lights
Generator Hookup
City of Freeport, TX

Suite/Unit	Work Completion Date	Quote date	
na	awaiting approval	7/11/2022	
Scope	Description of work performed / Material	Time	Total
Inclusions	- Underground 3" PVC conduit		\$ 6,500.00
	- Wire		
	- Connectors		
	- Couplings		
	- Connection to generator		
Exclusions	- Additional/unseen time/material for 'necessary to install' modifications		
	- Troubleshooting existng power or lighting issues		
	- Preping, pouring, supplying material for concrete pads		
	- Trenching/digging or supply of tools/machines for such purposes		
	- Panel or circuit breaker supply/removal/installation/repair		
	- Removal of old equipment and trash from site		
	- Supply of light fixtures, temporary lighting, generators, and aerial lifts		
	- Repair of damage to ground caused by lift anchor supports/outriggers		
Note	- Prices are honored for 2 weeks after the 'Quote date' as stated above		

Approved by:

Total \$ 6,500.00

Paid: Yes / No with: check / card / cash

Thank you for your business!

525 Kings Drive, Freeport, TX 77541, 713-302-2854, coulombelectricinc@gmail.com

Proposal for Electrical Installation for 250 kw 3 phase generator for stadium lights.

1. Install underground conduit from generator to 400 amp panelboard (existing) pull wire in + terminate. Make ready for operation.

Material + Labor \$5,370.00

2. After generator install and electrical terminations done check entire system to make sure safe for operation and this will be based off time + material + rental for 80' lift needed to do job. And with unknow variables and conditions of lights. I can only give a good faith quote on this part. I believe with a 3 to 4 days (just an estimated timeline.) of trouble shooting system. I will have you a complete diagnosis of system and at that time we will determine how to proceed further.

Good faith quote for this is based off 3 to 4 days + rental of lift (no materials included).

labor estimate \$3,500.00



ANTHONY (SPEEDY) WALKER
MASTER ELECTRICIAN

972-202-9714
Speedyw68@gmail.com
TECL 36608 Licensed & Insured

Lift rental estimate @ 4,700.00
(It may be better for the city
to rent lift for better pricing).

Total for # 2 @ 8,200.00

6-21-22

Anthony Walker
owner/operator
Anthony Walker

City of Freeport
Capital Projects
Update as of June 30, 2022

Project	Project Status	Budget/Estimated		Spent To Date		Remaining Budget	
		Cost					
Fund 67 - 2021 CO Bond Fund							
Lift Station 3, 4, and 14 Rehabilitation	Engineering Complete - Pre-Construction Meeting Held	\$ 1,735,713.00	\$ 147,185.90	\$ 1,588,527.10			
FM 1495 Water Line Relocation	Engineering being done. Awaiting AFA agreement with TXDOT	514,169.00	29,659.00	484,510.00			
Phase I SSOI Engineering	Engineering being done	215,926.36	22,974.00	192,952.36			
Sanitary Sewer Collection Grant Match	Kickoff February 25, 2022 - Engineering and Env. Review underway	59,316.26	-	59,316.26			
Wastewater Treatment Plant Grant Match	Kickoff February 25, 2022 - Engineering and Env. Review underway	60,520.00	-	60,520.00			
Avenue H Sewer Line Replacement Grant Match	Construction contract has been awarded	42,375.00	24,651.30	17,723.70			
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	443,350.38	-	443,350.38			
Total Fund 66 - 2021 CO Bond Fund		\$ 5,000,000.00	\$ 224,470.20	\$ 4,775,529.80			

Fund 66 - 2020 CO Bond Fund						
Streets & Drainage Projects						
	Total Budget for Street Projects	\$ 6,375,000.00				
2019-2020 Asphalt Streets - County Interlocal carried over to 2021	Complete	\$ 135,359.00	\$ 135,358.40	\$ 0.60		
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	Waiting on County to Start	382,973.00	-	382,973.00		
2021-2022 Water Sewer Relocation - Asphalt Streets	Formally bid out.	25,000.00	-	25,000.00		
2022 Phase 1 Concrete Streets - Engineering	In Construction Phase	285,130.00	267,365.91	17,764.09		
2022 Phase 1 Concrete Streets - Construction	Construction work has begun.	2,381,309.43	479,014.21	1,902,295.22		
2022-2023 Phase 2 Concrete Streets - Engineering	Engineering being done To be bid in August	426,380.00	265,910.00	160,470.00		
2022-2023 Phase 2 Concrete Streets - Construction	Awaiting Completion of Engineering	2,060,463.73	-	2,060,463.73		
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	Arch design complete - RFP published - bid opening May 10th	998,000.00	87,812.69	910,187.31		
Total Funding Fund 66 - 2020 CO Bond Fund		\$ 8,000,000.00	\$ 2,104,133.54	\$ 5,895,866.46		

Fund 14 - Streets & Drainage Funds						
Sidewalk - Repairs & Replacement						
	2021-2022 Sidewalks - List	\$ 150,000.00	\$ -	\$ 150,000.00		
	1022 W 11th - 100% Complete					
	Hickory/6th - 100% Complete					
	Beech/6th - 100% Complete					
	Locust/6th - 100% Complete					
	Holly/6th - 100% Complete					
	Mulberry/6th - 100% Complete					
	Yaupon/6th - 100% Complete					
	Velasco Bridge/2nd Street 60% Complete					
	Avenue A - 0% Complete					

2022-2023 Phase 2 Concrete Streets - Construction	Engineering being done	1,492,131.00	-	1,492,131.00
	Geotech Work			
Total Funding Fund 14 - Streets & Drainage Fund		\$ 1,642,131.00	\$ -	\$ 1,642,131.00

Fund 21 - Facilities & Grounds CIP				
City Hall Renovations	Arch design complete - RFP published - bid opening May 10th	\$ 750,000.00	\$ -	\$ 750,000.00
Wall Partition - Temp Wall - Museum	On Order	5,000.00	-	5,000.00
Museum Facade	Architectural Design provided. Project on hold	100,000.00	-	100,000.00
Fire Station 1 Decon Room Phase II	Completed	24,000.00	18,498.99	5,501.01
Prelim Architectural Study Station 1	Proposal being complete to begin Preliminary Architectural work	20,000.00	-	20,000.00
Old Fire Station Roof	Complete	36,000.00	48,710.00	(12,710.00)
Radio Antenna Repairs - Fire	The parts are on order	11,665.00	-	11,665.00
Greens Resurfacing	Project on hold till next Fiscal Year due to supply shortage	150,000.00	-	150,000.00
Cart Path Repair	80% Complete	10,000.00	-	10,000.00
Prelim Architectural Study Club House - Golf	Preliminary Design contract approved Kick-off meeting April 11th	30,000.00	-	30,000.00
Building Access Control - Police	Ordered	6,750.00	-	6,750.00
New Public Works Building	Construction has begun.	230,000.00	101,304.35	128,695.65
River Place Heating	Complete	32,000.00	35,673.00	(3,673.00)
Landing Repairs	Obtaining Quotes. Need Additional Funding	30,000.00	-	30,000.00
Walking Trail	Complete	300,000.00	139,735.03	160,264.97
Baseball Field @ Riverside Park	In Process	40,000.00	33,316.15	6,683.85
Pedestrian Bridge @ SFA Park	On Hold	75,000.00	-	75,000.00
Total Fund 21 - Facilities & Grounds CIP		\$ 1,850,415.00	\$ 377,237.52	\$ 1,473,177.48

Fund 22 - Vehicle & Equipment Replacement Fund				
New F-250 - Fire	Complete	\$ 60,000.00	\$ 53,891.39	\$ 6,108.61
Radio Replacement - Fire	Ordered	36,400.00	-	36,400.00
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	118,568.71	12,444.29
Tee Mower - Golf	Ordered	35,000.00	-	35,000.00
Pro Gator Spray Rig - Golf	Ordered	38,000.00	-	38,000.00
Z Master 72 Mower - Golf	Put on Hold till Next Fiscal Year	6,000.00	-	6,000.00
Fairway Mower - Golf	Ordered	55,000.00	-	55,000.00
Generator - Police	Grant Has Been Awarded and Generator on Order	60,000.00	19,671.20	40,328.80
Radios Police - Grant Funds	Complete	124,990.00	121,486.38	3,503.62
Vehicle Replacement - Police	Ordered	80,000.00	-	80,000.00
Tire Balancer	Complete	8,000.00	7,999.00	1.00
4 Work Trucks - Public Works	Complete	160,000.00	155,362.00	4,638.00
Jet Trailer	Complete	70,000.00	70,896.80	(896.80)
Vac Truck	Complete	85,000.00	67,567.50	17,432.50
Backhoe	Complete	48,800.00	48,800.00	-
Striping Machine	Complete	8,000.00	7,710.00	290.00
Generators	Have Applied for \$1,020,000 in Grants for 4 City Buildings & 3 Lift Stations	60,000.00	-	60,000.00
Total Fund 22 - Vehicle & Equipment Replacement		1,666,203.00	790,120.88	876,082.12

Fund 23 - Technology Fund

Security Logging Software - Police	Ordered								
Server Replacement/Network Upgrade - Police	On Hold								
Hardware & Software for Dispatch	Obtaining Quotes								
		\$ 35,000.00	\$ 17,322.00	\$ 17,678.00					
		65,000.00	-	65,000.00					
		22,000.00	-						
		\$ 122,000.00	\$ 17,322.00	\$ 82,678.00					

Grant Funded Projects

CDBG MIT 2016 HUD - Sanitary Sewer Collection System SSOI	Kickoff February 25, 2022 - Engineering and Env. Review underway								
CDBG MIT Harvey - Wastewater Treatment Plant Improvements	Kickoff February 25, 2022 - Engineering and Env. Review underway	\$ 5,991,626.00	\$ 37,202.50	\$ 5,994,423.50					
CDBG - Bar Screen Replacement	Complete, Waiting on Final Draw, and Project Close Out Documents	5,991,468.00	20,442.91	5,971,025.09					
CDBG - Avenue H Sewer Line Replacement	Construction Contract has been awarded	193,271.00	170,328.45	22,942.55					
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.	260,000.00	-	260,000.00					
		285,793.00	-	285,793.00					
		\$ 12,662,158.00	\$ 227,973.86	\$ 12,434,184.14					

Other Projects

Incode Migration Project	Financial System and Utility Billing Complete. Court and HR to follow								
CitizenServe	Contract awarded implementation begun	208,000.00	54,483.25	153,516.75					

Items being requested for 2022 EDC additional Funding

Project	Available General Fund Budgeted	Project Actual Costs	EDC Funding
Senior Baseball Field Lighting	\$19,406.87	\$38,098.87	\$18,692.10
Landing Rebuild	\$30,000.00	\$65,000.00	\$35,000.00
Entry Palms Replacement	\$0	\$27,780.00	\$27,780.00
Entry Lighting	\$0	\$13,260.00	\$13,260.00
Beach Tractor Replacement	\$0	\$48,800.00	\$48,800.00
Rec Center sand filters/Slide Pump/Dog House	\$0	\$14,150.00	\$14,150.00
Totals		\$207,088.87	\$157,682.10

Senior Field - the City reconstructed the Infield, leveled Outfield, Repaired Dugouts and Installed new outfield fencing. The Lighting was Budgeted in the project as well but after further inspections the wiring had been removed in the past. With the new wiring, the installation will need additional funding of \$18,692.10. Once this field is complete, all 5 baseball and softball fields will be complete with lighting.

Landing Rebuild - the City budgeted \$30,000 this fiscal year for repairs to the Landing on the River. The additional \$35,000.00 funding will cover the preliminary quotes received by the City. The increase in material costs has driven the project costs up.

Entry Palms - the City lost the majority of the Palm trees at the entrance on 288 during the winter storm. Insurance did not cover this damage. this is a non budgeted item and the cost to remove the existing and replace the Palm trees is \$27,780.00. The new palm trees are 9' Florida Sabal and are cold hardy to -15 degrees.

Entry Lighting - this is a non budgeted item, that has been requested recently to be installed in the entry. The City would install Ten 20ft poles with each pole having 2 LED street lights positioned to light up the entry. The cost for material and installation is \$13,260.00

New Beach Tractor - this is a non budgeted, emergency needed purchase to maintain the beach. The City's 2005 tractor that has been utilized for raking and cleaning the beach is non operable due to the transmission gears. The City has received quotes to tear apart the machine to determine necessary repairs. This option to repair will cost the city an estimated \$30,000 for a 2005 tractor with a lot of issues, due to the wear and tear of operation on the beach and the salt water. The City has received quotes to replace this tractor with a new one for a cost of \$48,800.00

Rec Center Swimming pool repairs - this is a non budgeted item, the sand filters for the swimming pool (2) of the (3) need replacement. The filters have holes that are beyond repair. The re-circulating pump for the slide is OOS and in need of replacement. The dog house that houses the electrical components is in disrepair and needs to be replaced.

Community Development

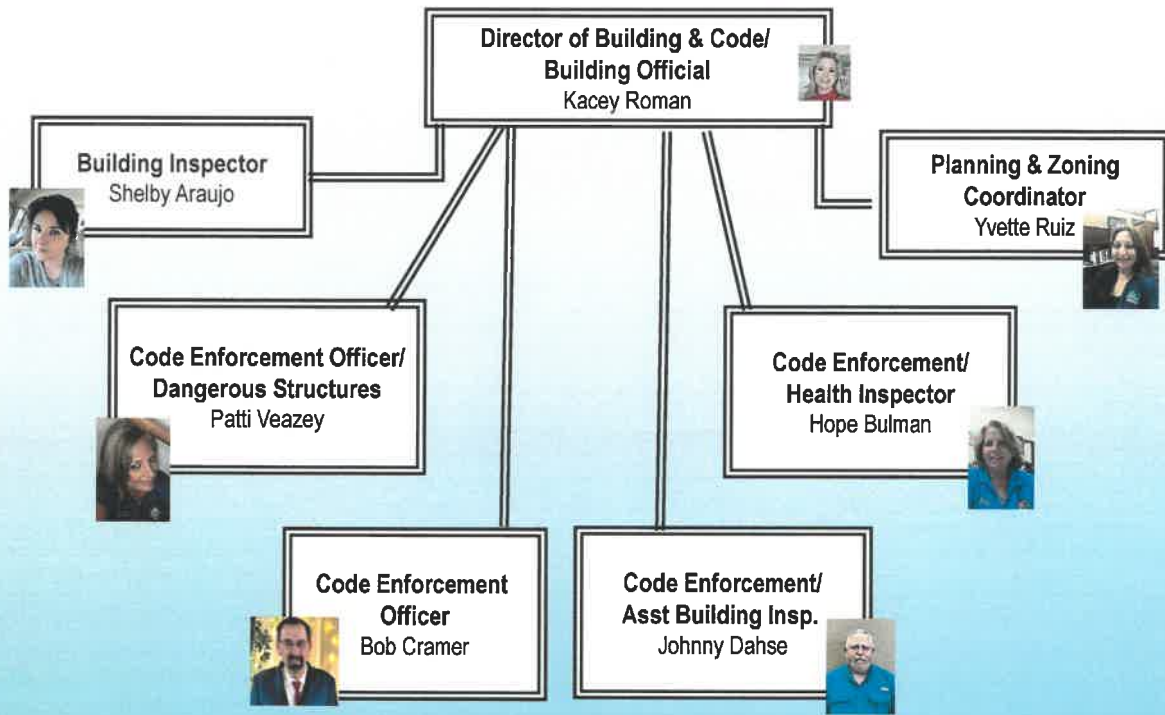


The Community Development Department is responsible for working with the citizens of Freeport and its development community, Boards and Commissions, and the elected officials while managing current and long-range planning, permitting and inspections, code enforcement and other activities in support of the City of Freeport. Our goal is to make our City a Healthy, Safe and Prosperous place to work and live.

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

Employee Spotlight

Shelby Araujo is the new Building Inspector for the City of Freeport.



Shelby is a licensed Building Inspector and came to us from the City of Santa Fe, where she worked as a Building Inspector for 2 years. Shelby was previously with the City of Houston for 8 years, with experience in Commercial and Residential Building Inspections, Plan Review, Permitting, Code Enforcement, Inspections, and Planning and Zoning. Shelby assisted both the Cities of Santa Fe and Houston in going paperless and converting to new computer programs.

Shelby resides in Clute, Texas and is a graduate of Brazoswood High School. She is going to school at night and is currently in the process of obtaining her Bachelors of Science. Shelby has been married for 8 years and has 2 wonderful boys. We are grateful to have her as a part of our team at the City of Freeport!

Completed Demolitions



622 N Ave A

Completed Demolitions



915 1/2 W Broad

Completed Demolitions



1110 W. 2nd

Demolitions



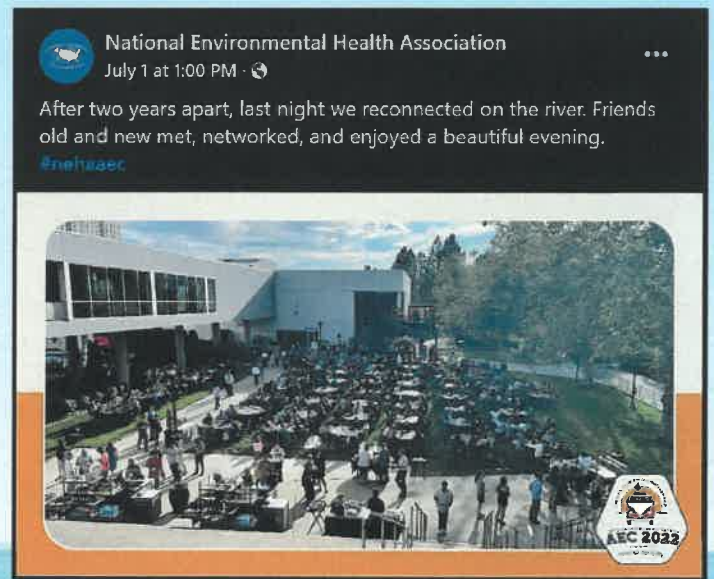
1118 W. 2nd

National Environmental Health Association National Conference

Building & Code Director Kacey Roman is the current President Elect for the Texas Environmental Health Association. She represented Freeport and the State of Texas at the National Convention in Spokane WA.



Dr. David Dyjack, the Executive Director of NEHA, has graciously agreed to attend the Texas AEC in October and be a keynote speaker!!



Monthly Code Reports

Run Date: 07/01/2022 8:00 AM

Create Date	Created By	Status	Address 1	Current Task	V_Summary if Violation
6/1/2022	Patti Veazey	Closed	1303 W BROAD ST		Left a door hanger to cut the grass and address on the house
6/1/2022	Patti Veazey	In Progress	1707-1709 W 7th	Reinspection	Overgrown and pile of debris
6/2/2022	Patti Veazey	In Progress	430 W BROAD ST	Reinspection	Alleyway badly overgrown and large pile of limbs by street
6/2/2022	Patti Veazey	New	423 W 2ND ST	Reinspection	Cut alleyway
6/2/2022	Patti Veazey	Closed	425 W 2ND ST		Cut alleyway
6/3/2022	Patti Veazey	In Progress	1708 W 9TH ST	Reinspection	pile of debris in yard
6/3/2022	Patti Veazey	Closed	1502 W 5TH ST		Large pile of debris dumped by sidewalk. Also overgrown
6/3/2022	Patti Veazey	In Progress	1506 W 5TH ST	Reinspection	Overgrown in areas and a pile of debris in back yard
6/3/2022	Patti Veazey	In Progress	1615 W 5TH ST	Reinspection	Cut back yard and alleyway
6/3/2022	Patti Veazey	In Progress	1002 W 6TH ST	Initial Inspection	Overgrown vac property
6/3/2022	Patti Veazey	Closed	1102 W 6TH ST		Cut yard
6/3/2022	Patti Veazey	In Progress	1723-1725 W 7th	Reinspection	Left a door hanger
6/3/2022	Hope Bullman	In Progress	N AVE S		Complaint- Small lot grass is above 36 inches. Sending violation letter
6/3/2022	Patti Veazey	In Progress	1614 W 9TH ST	Reinspection	there is a storage pod in front yard and has been there over 2 months
6/3/2022	Patti Veazey	In Progress	1202 W 8TH ST	Reinspection	parking in front yard sent a notice
6/6/2022	Patti Veazey	Closed	918 W 4TH ST		Overgrown vac lot
6/6/2022	Patti Veazey	In Progress	922 W 4TH ST	Reinspection	
6/6/2022	Patti Veazey	In Progress	1814 W 8TH ST	Reinspection	Large pile of brush not being picked up because not cut up or bundles left a handout
6/7/2022	Patti Veazey	Closed	418 W 1ST ST		parking camper on grass in front yard notice issued
6/7/2022	Patti Veazey	In Progress	910 W 12TH ST	Reinspection	Large pile of brush by street. Left a handout about cutting the branches up and bundling them
6/7/2022	Patti Veazey	Closed	914 W 12TH ST		Remove furniture in yard and cut the grass
6/7/2022	Patti Veazey	In Progress	1318 W 8TH ST	Reinspection	Overgrown and brush
6/8/2022	Hope Bullman	New	1823 N AVE S		left door hanger, high grass and weeds. inoperable vehicles, parking on unimproved surfaces, Trash and debris in the yard. Exterior siding needs repaired or replaced

Create Date	Created By	Status	Address 1	Current Task	V_Summary if Violation
6/8/2022	Hope Bullman	New	1610 N AVE S		High grass and weeds, inoperable vehicle, left door hanger
6/8/2022	Patti Veazey	In Progress	1727 W 4TH ST	Reinspection	Overgrown, tires, chair and overgrown in areas. Left a doorhanger
6/8/2022	Patti Veazey	In Progress	1711-1713 W 4TH	Reinspection	Left notice on pool
6/8/2022	Patti Veazey	Closed	1711-1713 W 4TH		Pool without fence and debris around it, also stagnant water in pool
6/9/2022	Patti Veazey	Closed	806 W 11TH ST		Water leak left a notice to repair. Water running into the street
6/10/2022	Hope Bullman	New	2006 N AVE G	Initial Inspection	High grass and weeds in alley.
6/10/2022	Hope Bullman	New	2006 N AVE G		High grass and weeds in alley.
6/10/2022	Patti Veazey	In Progress	1615 W 6TH ST	Reinspection	Overgrown
6/10/2022	Patti Veazey	In Progress	1631 W 6TH ST	Reinspection	Mattress and other debris
6/10/2022	Patti Veazey	In Progress	1606 W 7TH ST	Reinspection	Brush in alleyway send a letter
6/10/2022	Patti Veazey	In Progress	1530 W 7TH ST	Reinspection	Large pile of debris by street left a handout about how to place stuff by street. Also, overgrown grass
6/10/2022	Hope Bullman	New	1936 N AVE G		Citizen complaint, Black truck parked in the front corner of yard, obstructs view of traffic turning left onto G. Parking in the front yard on an unimproved surface. See photo.
6/10/2022	Hope Bullman	New	2006 N AVE G		Neglected alleyway. see photos
6/10/2022	Hope Bullman	New	2008 N AVE G		No house Number, Neglected alleyway, see photos
6/10/2022	Patti Veazey	In Progress	2001 N BRAZOSPORT BLVD-241	Reinspection	Mobil home needs to be deemed a dangerous structure. Old Mobil home were they were trying to repair no permits. To far gone to repair
6/10/2022	Hope Bullman	New	2014 N AVE G		No house number, Neglected alleyway, see photos
6/10/2022	Hope Bullman	New	2016 N AVE G		Parking in front yard, neglected alley See photos
6/10/2022	Hope Bullman	Applied	2018 N AVE G		Neglected alleyway
6/10/2022	Hope Bullman	New	2020 N AVE G		High grass and weeds, neglected alleyway.
6/10/2022	Patti Veazey	In Progress	1230 W 4TH ST		Brush by street for awhile overgrown vac property
6/10/2022	Patti Veazey	In Progress	523 W 6TH ST	Reinspection	Overgrown vac property
6/10/2022	Patti Veazey	In Progress	606 W 6TH ST	Reinspection	Overgrown property
6/10/2022	Hope Bullman	Closed	1523 N AVE F		High grass and weeds, Junked, inoperable, vehicle, Left Door Hanger

Create Date	Created By	Status	Address 1	Current Task	V_Summary if Violation
6/10/2022	Hope Bullman	In Progress	1523 N AVE F		High grass and weeds, Junked, inoperable, vehicle
6/13/2022	Patti Veazey	Closed	710 W 12TH ST		Parking trailers on vehicle on the grass left notice
6/13/2022	Patti Veazey	Closed	815 W 12TH ST		Debris in the yard
6/13/2022	Patti Veazey	In Progress	1006 W 6TH ST	Reinspection	Trailer parked on the sidewalk and the street. Left notice about parking.
6/14/2022	Patti Veazey	In Progress	1809 W 8TH ST	Action Information	overgrown vac property
6/14/2022	Patti Veazey	Closed	116 Ash		overgrown in areas
6/15/2022	Patti Veazey	Closed	1318 W 11th		Someone called in about neighbor cutting their own tree down.
6/15/2022	Patti Veazey	Closed	1107 W 10TH ST		Overgrown
6/15/2022	Patti Veazey	In Progress	1126 W 10TH ST	Reinspection	Large pile of wood, large pile of debris, 3 cars not current tags and a camper parked in front yard.
6/15/2022	Patti Veazey	In Progress	1130 W 10TH	Reinspection	
6/15/2022	Patti Veazey	Closed	262448 W 10TH VAC LOT		Overgrown vac lot
6/15/2022	Patti Veazey	In Progress	1719-1721 W 7th	Reinspection	Inoperable vehicle and appliances and debris also overgrown all in the back yard
6/15/2022	Patti Veazey	In Progress	1748-1750 Lynn Lane	Reinspection	Overgrown with doors open other exterior violations. Starting a dangerous structure on this structure. Need it secured
6/15/2022	Hope Bullman	Compliant	261968 N Ave R		High grass and weeds, Parking trailer on an unimproved surface on lots.
6/15/2022	Patti Veazey	In Progress	1403 W 9TH ST	Reinspection	overgrown property
6/15/2022	Hope Bullman	New	1202 N AVE I		White vehicle inoperable vehicle, litter, junk & debris
6/15/2022	Patti Veazey	In Progress	1328-1324 W 10th	Reinspection	overgrown vac property
6/16/2022	Patti Veazey	In Progress	1711-1713W 8th	Initial Inspection	Overgrown in areas and remove mattress and fence
6/16/2022	Hope Bullman	In Progress	1903 N AVE H		High grass and weeds, parts of yard were mowed. Ditches, alleyway, backyard and around trees had high grass, unused swimming pool in the back yard, large tree limbs inside. Chain link fence is damaged / broken. Pool must be taken down giving 72 hours
6/17/2022	Hope Bullman	New	1943 N AVE H		High grass / weeds, vacant dwelling, sending violation letter.

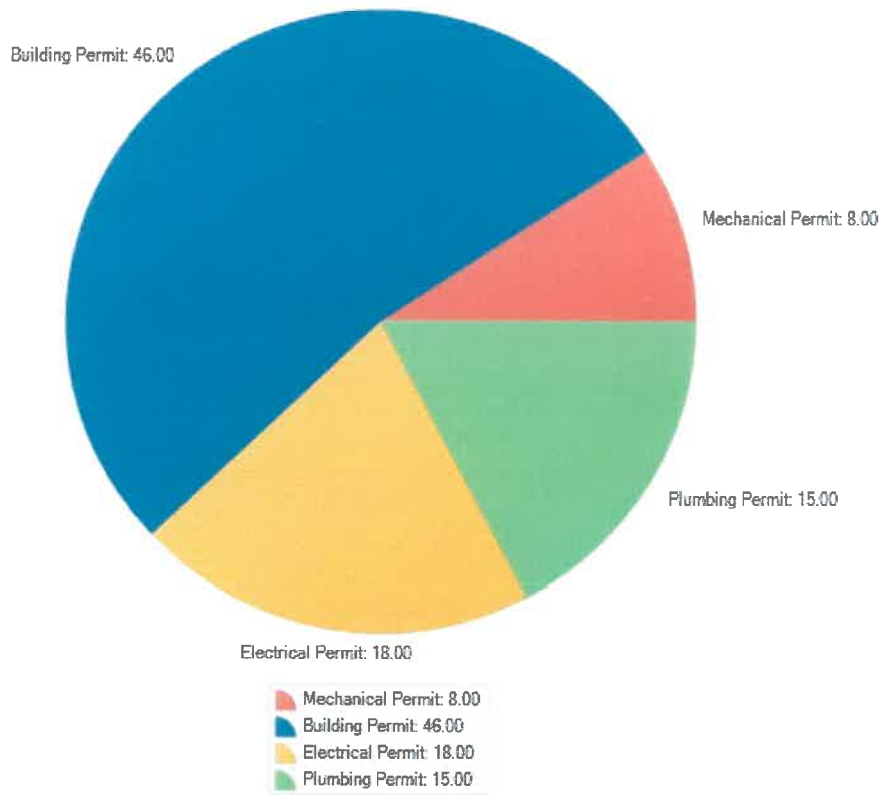
Create Date	Created By	Status	Address 1	Current Task	V_Summary if Violation
6/20/2022	Hope Bullman	Pending	1812 N AVE O		Complaint was called in on 6/20/2022 about chickens and roosters, upon my visit there were 7 to eight roosters. I did call animal control, they met with me and the home owner. The owner did not speak english, an officer came out and explained the ordinance to her. she asked for 2 weeks to find homes for the birds.
6/21/2022	Patti Veazey	In Progress	1130 W BROAD ST	Initial Inspection	Large log that trash co won't pick up. Let notice to remove or to see flyer to cut up. Or to call and pay for pickup
6/21/2022	Patti Veazey	Closed	1306 W 4TH ST		Brush and trash is mixed together. Left notice to clean up along with handout
6/21/2022	Patti Veazey	In Progress	1530 W 7TH ST	Reinspection	Brush and trash must be separated and branches cut up and bundled
6/21/2022	Patti Veazey	In Progress	1743 Lynn LN	Initial Inspection	Og vac property
6/21/2022	Patti Veazey	Closed	1736-1738 Lynn Ln		
6/21/2022	Patti Veazey	In Progress	1748-1750	Reinspection	Og vac property
6/21/2022	Patti Veazey	In Progress	1742-1744 W 6th	Reinspection	Og vac property
6/21/2022	Patti Veazey	In Progress	1736-1738 W 6th	Reinspection	Og vac property
6/21/2022	Patti Veazey	In Progress	1732-1734 W 6th	Reinspection	Og vac house
6/21/2022	Patti Veazey	In Progress	1728-1730 W 6th	Reinspection	Og
6/21/2022	Patti Veazey	In Progress	1757 W 6TH ST	Reinspection	Vac property overgrown and tires and logs in back yard.
6/21/2022	Patti Veazey	Closed	1744-1746 LYNN LN	Reinspection	Open structure badly overgrown
6/21/2022	Hope Bullman	Approved	1501 Lively		Left notice for water meter disconnect. Tech said he was going to pay it now.
6/21/2022	Hope Bullman	Closed	720 N GULF BLVD		Left notice of water meter disconnect. Owner stated they paid it 30 minutes ago
6/21/2022	Hope Bullman	Approved	1100 N. Brazosport #10	Initial Inspection	Notice water meter disconnect 6/21/22
6/21/2022	Patti Veazey	In Progress	1010 W 6TH ST	Reinspection	Overgrown back yard, debris by the house and brush in alleyway
6/22/2022	Hope Bullman	Closed	1924 N BRAZOSPORT BOULEVARD HWY 2		Notice water meter disconnect notice, 6/22/2022
6/22/2022	Hope Bullman	Closed	1809 N AVE I		Left water disconnect notice 6/21/2022
6/22/2022	Hope Bullman	Closed	1331 N AVE I and SWEENY		Left water disconnect notice 6/21/2022
6/22/2022	Patti Veazey	In Progress	1757 W 4TH ST	Initial Inspection	Tagged the structure to obtain a building permit

Create Date	Created By	Status	Address 1	Current Task	V_Summary if Violation
6/22/2022	Patti Veazey	In Progress	1740-1742 Lynn Ln	Reinspection	Need to cut grass at vac structure door open on structure. Send letter to secure
6/22/2022	Hope Bullman	New	1802 N AVE U	Initial Inspection	Wood fence set on side of the road left flyers for citywide cleanup on January 9 spoke with homeowner Lisa said her she said her husband is taking it apart little by little and getting it out
6/23/2022	Hope Bullman	In Progress	1813 N AVE S	Reinspection	ameriwast list of non complaint customers on heavy trash (construction) Said, she would have it pulled back and will take it to City Wide clean up.
6/24/2022	Hope Bullman	In Progress	1209 N AVE O		Left door hanger, for large construction debris pile, per Ameri waste list. As well as information on house numbers
6/24/2022	Hope Bullman	Applied	1807 N AVE M		Spoke with Mr. Schroeder he said that he would have the pile cleaned up and he will chainsaw some of the bigger pieces of the tree. He stated he would do whatever it takes to get it right
6/27/2022	Patti Veazey	In Progress	1215 W 6TH ST	Reinspection	Dog fecus
6/28/2022	Patti Veazey	In Progress	1732 LYNN LN	Reinspection	Trailer of debris inoperable vehicle
6/28/2022	Patti Veazey	In Progress	1701-1703 W 4th	Action Information	Large pile of brush and tires so I left notice to remove along with education on brush and tires
6/28/2022	Patti Veazey	In Progress	1700 W 5TH ST	Initial Inspection	Clean up back yard, pool might need fence, debris including mattresses
6/30/2022	Patti Veazey	In Progress	1214 W 6TH ST	Reinspection	Drop of a door hanger to cut up brush and bundle it. Left a couple handouts
6/30/2022	Patti Veazey	In Progress	1724-1726 W 7TH	Initial Inspection	Bags of debris by street left a door hanger with a flyer
6/30/2022	Patti Veazey	In Progress	1015 W 12TH ST	Reinspection	Large pile of brush, left flyer on how to cut up brush and bundle it
6/1/2022	Hope Bullman	Approved	317 S GULF BLVD		
6/7/2022	Hope Bullman	Denied	307 S GULF BLVD		
6/14/2022	Hope Bullman	Approved	301 S Brazosport Blvd		
6/23/2022	Hope Bullman	Applied	421 N Brazosport Blvd. FMP		
6/24/2022	Hope Bullman	Approved	1728 6th St		

Building Permits Issued - Prev Month

Run Date: 07/02/2022 10:15 AM

Type of Permit



Building Permit

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
6/1/2022		1800 W 2ND ST (FIRE ALARM)	FIRETRON	INSTALLATION OF A FIRE ALARM SYSTEM IN A REMODEL BUILDING	Safety	\$71,980.00
6/2/2022	42001334000	1224 W BROAD ST (GARAGE SALE)	DIANA SALINAS	GARAGE SALE 6-2,3,4-2022	Building	
6/2/2022	42001474000	1314 W 5TH ST (FOUNDATION)	ACCURATE FOUNDATION	FOUNDATION REPAIR PER ENGINEER CHANDRA F. WOMACK # 105994	Building	\$14,500.00
6/3/2022	42000760000	522 W BROAD ST (SIDING,WINDOWS)	FOUR ACES REMODELING RENOVATION & CLEANING	DEMO EXISTING SIDING INSTALL NEW SIDING, INSTALL 13 NEW WINDOWS.	Building	\$13,000.00
6/3/2022	42000759000	518 W BROAD ST (SIDING WINDOWS)	FOUR ACES REMODELING RENOVATION & CLEANING	DEMO EXISTING SIDING AND INSTALL NEW SIDING, AND INSTALL 10 WINDOWS	Building	\$12,000.00
6/3/2022	77500048000	718 W 10TH ST (SIDING WINDOWS ROOF)	FOUR ACES REMODELING RENOVATION & CLEANING	DEMO EXISTING SIDING AND INSTALL NEW SIDING, ENTIRE RE-ROOF AND REPLACE 10 WINDOWS	Building	\$15,000.00
6/3/2022		221 N AVE B (GARAGE SALE)	DIANA SAUCEDO	GARAGE SALE 6-11-2022	Building	
6/3/2022	81101888000	607 N AVE G (GARAGE SALE)	ADNANA DIAZ	GARAGE SALE JUNE 3,4 - 2022	Building	
6/3/2022	77500198000	1014 W 12TH ST (GARAGE SALE)	Juana Andojo	yard sale from 6/9/2022 to 6/10-2022.	Building	
6/3/2022	87002200001	980 PORT RD (GENERATOR)	IPUCK LEE	EXISTING GENERATOR AND LP TANK ARE TO BE REMOVED THEN A NEW 30 KW DIESEL GENERATOR TO INSTALLED ON EXISTING GENERATOR PAD/SPACE ALL WORK IS WITHIN ESISTING SECURED/ FENCED COMPOUND.	Building	\$15,000.00

Building Permit

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
6/3/2022		1800 W 2ND ST (REMODEL)	DRYMALLA CONSTRUCTION	NEW FIELD HOUSE WITH RENOVATED WEIGHT ROOM, NEW SOFTBALL CONCESSION BUILDING, RENOVATED TENNIS COURTS, NEW DRIVE AND PARKING LOT AT BASEBALL/SOFTBALL, RENOVATED TICKET BOOTH/ENTRY AT HOPPER FIELD, AND AN ADDITION TO HOME CONCESSIONS AT HOPPER FIELD	Building	\$20,000,000.00
6/3/2022	87002200001	980 PORT RD (STORAGE TANK)	JRS ELECTRIC	ABOVE GROUND STORAGE TANK INSTALLED PLAN REVIEW	Building	
6/6/2022	21900116000	117 RED FISH LN	BRANDON BROOKS	REPLACE DAMMAGED FACIA BOARDS, AWNING TRIM AND INTERIOR FLOORING, PAINT INTERIOR AND EXTERIOR WALLS AND CEILINGS	Building	\$8,500.00
6/7/2022	20670013000	111 BRAZOS LANDING CT (GARAGE SALE)	KRISTI TRAYLOR	GARAGE SALE 6-10-11- 2022	Building	
6/8/2022	81103137000	1211 N AVE R (SLAB)	Luis Cantu	slab for kids play basketball	Building	
6/9/2022	81104199000	1817 N AVE Q (GARAGE)	MARIA RODRIGUEZ	GARAGE SALE 6-9,10- 2022	Building	
6/9/2022	42011799000	1739 W 6TH ST (FOUNDATION)	SIERRA FOUNDATION REPAIR	FOUNDATION REPAIR PER ENGINEER GREG A BROOKS # 114197	Building	\$0.00
6/9/2022	81101821000	505 N AVE A (GARAGE SALE)	STELLA RAE BRADFORD	GARAGE SALE 6-10,11- 2022	Building	
6/10/2022		1723-1725 W 7th (DRIVEWAY)	TRAN ANDY	10 X 34 X 4IN CONCRETE DRIVEWAY 4" THICK 16" ON CENTER 3/8 " REBAR * CANNOT LIVE IN AN RV OUTSIDE OF A RV PARK	Building	\$2,500.00
6/10/2022	77500156000	707 W 11TH ST (FRONT EVE)	DONALD R. DAVIDSON	REPAIRING THE EVE OF THE FRONT OF HOUSE	Building	
6/10/2022	81102689000	1002 N BRAZOSPORT BLVD (SIGN)	BAKERS SIGNS	REPLACING DUAL FACING ON ELECTRONIC GAS PRICER	Building	\$42,500.00

Building Permit

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
6/10/2022	84000058000	509 W 9TH ST (SOLAR)	ELITE ENERGY	SOLAR PANEL INSTALLATION ON RESIDENTIAL ROOF	Building	\$33,274.38
6/10/2022	81103116000	1204 N AVE O (SOLAR)	ELITE ENERGY	SOLAR INSTALLATION ON RESIDENTIAL ROOF.	Building	\$41,636.91
6/10/2022	81100463000	520 S AVE F (ROOF)	GENARO SOLIS	ENTIRE RE-ROOF	Building	\$4,000.00
6/10/2022	81100653000	202 S GULF BLVD (ABOVE GROUND SPRINKLER)	ADVANTAGE INTERESTS	ABOVE GROUND SPRINKLER	Safety	
6/13/2022	42001538000	1415 W 6TH ST (SHEETROCK ONLY)	ROSA RAMOS	SHEETROCK REPAIR ONLY	Building	\$400.00
6/13/2022	81101606000	423 N AVE A (SOLAR)	ELITE ENERGY	SOLAR PANEL INSTALLATION	Building	\$69,347.24
6/13/2022	42011922000	1735 W 9TH ST (SOLAR)	ELITE ENERGY	SOLAR PANEL INSTALLATION ON RESIDENTIAL ROOF	Building	\$52,554.44
6/15/2022		902 N Ave J (roof)	RANGEL & MARTINEZ ROOFING	ROOF, ENTIRE RE-ROOF WITH RE-DECKING	Building	\$50,000.00
6/16/2022	81103643000	1618 N AVE J (FIRE ALARM)	KAUFFMAN FIRE PROTCTION	FIRE ALARM	Safety	
6/16/2022	81100653000	202 S GULF BLVD (FIRE ALARM)	ADVANTAGE INTERESTS	INSTALL ALARM SYSTEM	Safety	
6/20/2022	81103426000	1424 N AVE O (SOLAR)	ELITE ENERGY	SOLAR PANEL INSTALLATION ON RESIDENTIAL ROOF.	Building	\$44,412.00
6/20/2022	81103704000	1618 N AVE G (GENERATOR)	QUALITY GENERATORS	INSTALL 14KW GENERATOR WITH 3 X 5 PAD AND ATS METER UPGRADE	Building	\$14,014.00
6/22/2022	42001294000	1109 W BROAD ST	ACCURATE FOUNDATION	FOUNDATION REPAIR PER CHANDRA F. WOMACK # 105994	Building	\$11,000.00
6/24/2022	42001112000	911 W 4TH ST	JOSE OCHOA ROFING	ENTIRE RE-ROOF	Building	\$6,200.00
6/27/2022	42001488000	1330 W 4TH ST	FB REMOLDING	NEW ADDITION, FRAMING, FOUNDATION, ROOF AND STUCCO	Building	\$8,000.00
6/27/2022	42001496000	1431 W 2ND ST	BOCHO'S PAINTING	REPAIR AND REOVATE	Building	\$113,000.00
6/27/2022	84000047000	206 W 9TH ST	Jose Soto	REFENCE	Building	\$2,000.00
6/27/2022	81100595000	304 S AVE I	MEDELLIN CLAUDIA YEPEZ	BREAKING OLD CONCRETE AND ADDING NEW AND MORE SQF. TO THE PREVIOS CONCRETE	Building	\$0.00

Building Permit

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
6/27/2022		502 PERRY ST	TRACY SCHROLL	BUILD 6' TALL PRIVACY FENCE AROUND PERIMETER OF HOME	Building	\$5,000.00
6/27/2022	42001196110	1019 W 6TH STREET ST	SUPERIOR FENCE	INSTALL APPROX. 280 LFT. OF 6' BLACK CHAIN LINK FENCE ON SOUTH AND EAST SIDE OF BUILDING FOR UPBRING HEAD START	Building	\$12,070.00
6/27/2022	81103709000	1607 N AVE H	MARIO MORENO	REPLACE CHAIN LINK FENCE FOR WOOD * REAR FENCE MAX OF 50'	Building	\$1,500.00
6/27/2022		1511 N AVE M	ELITE ENERGY	SOLAR PANEL INSTALLATION ON RESIDENTIAL ROOF.	Building	\$62,087.00
6/27/2022	81103681000	1513 N AVE G	ELITE ENERGY	SOLAR PANEL INSTALLATION ON RESIDENTIAL ROOF.	Building	\$75,947.00
6/27/2022	81100653000	202 S GULF BLVD	ADVANTAGE INTERESTS	SPRINKLER FIRE LINE (Underground)	Safety	
6/28/2022	81104080000	1802 N AVE G	ITZEL GUARDIOLA	GARAGE SALE JUNE 30, JULY 1 JULY 2	Building	

Electrical Permit

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
6/2/2022	81102695000	1024 N AVE F # 10	SKIPS ELECTRIC	ID EQUIPMENT AND REPLACE		\$0.00
6/3/2022	81103876000	1604 N AVE Q	BROWN'S ELE	CHANGE AND UPDATE SERVICE		\$3,293.00
6/3/2022	81103682000	1519 N AVE G	H & E ELECTRIC	REPLACE METER LOOP		\$1,200.00
6/6/2022	42001712000	1606 W 7TH ST	TREVINO'S ELE	METER LOOP ONLY		\$0.00
6/6/2022		511 S AVE B	MES	WIRE UP NEW BUILDING		\$19,000.00
6/6/2022		511 S AVE B (TEMP POLE)	MES	TEMP POLE INSTALL		\$500.00
6/7/2022	42000460001	316 W PARK ST	LUARA MCFARLAND	SAFTY INSPECTION		\$0.00
6/7/2022	81101282000	218 N AVE A	WARRIOR ELE	INSTALL TEMPORARY POLE		\$0.00
6/8/2022	42000508000	212 W BROAD ST	Marque Goodson	service release		
6/9/2022	81101812000	502 N GULF BLVD	PENNEY'S ELECTRIC	CHANGE ROTATION ON SERVICE		\$350.00

Electrical Permit

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
6/9/2022	42001638000	1510 W 5TH ST	M&C ELECTRIC	NEW ELECTRICAL WIRING AND INSTALLATION		\$10,000.00
6/13/2022		1800 W 2ND ST	LITECO ELECTRIC	RELOCATE EXISTING WIRES TO NEW SPORTS LIGHTING POLES AND ADD NEW CONTACTOR ENCLOSURE WITH CONTACTORS		\$32,734.00
6/15/2022		1800 W 2ND ST	PIEPER HOUSTON ELECTRIC	ELECTRICAL POWER AND LIGHTING FOR NEW FIELD HOUSE, NEW SOFTBALL AND FOOTBALL CONCESSIONS AND RENOVATED TICKET BOOTH WEIGHT AND TENNIS COURTS		\$1,213,900.00
6/17/2022	42001538000	1415 W 6TH ST	MAD MAX ELECTRIC	REMODEL , 28 RECEPTACLES, 16 LIGHT SWITCHES, 1 A/C CONNECTION, 1 STOVE CONNECTION, 1 WATER HEATER CONNECTION AND GARBAGE DISPOSAL		\$7,500.00
6/23/2022	42000825000	626 W 4TH ST	Savage Technical Solutions LLC	Connect service		
6/27/2022	42001496000	1431 W 2ND ST	I & E GROUP	REWIRE INSIDE HOUSE, UPGRADE SUBFEED PANEL BOX		
6/28/2022	42001488000	1330 W 4TH ST	TES TOTAL HOME ELE	COMPLETE REWIRE AND SERVICE UPGRADE		\$8,500.00
6/29/2022	42000759000	518 W BROAD ST	DYNAMIC ELETRIC	INSTAL 19 SWITCHES, 31 PLUGS. NEW SERVICE 125/200		\$0.00

Mechanical Permit

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
6/1/2022	81102999000	823 N BRAZOSPORT BLVD	LACKEY ELECTRIC & REFRIG	INSTALL NEW A/C SYSTEM		\$9,000.00
6/7/2022	42001267000	1102 W 6TH ST	RAM A/C AND HEATING	INSTALL A/C SYSTEM		\$3,300.00
6/10/2022		1800 W 2ND ST	MAGNUM AIR	INSTALL HVAC SYSTEM FOR BISD RENOVATION		\$1,790,120.00
6/14/2022	42011896000	1422 W 9TH ST	Goens AC	replace ac and furnance		

Mechanical Permit

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
6/16/2022		822 W 2	COLLEY REFRIGERATION	hvac for new construction job		\$10,000.00
6/17/2022	81100089110	102 S AVE B	SIGNATURE A/C AND HEATING	INSTAL HVAC FOR NEW BUILD		\$0.00
6/20/2022	81100076000	104 S AVE C	LOS AVDES SERVICES	CHANGE OUT A/C SYSTEM 3.5 TON		\$9,000.00
6/22/2022	81101238000	123 N GULF BLVD	PRATHER & HARLAN	INSTALL AC & HEATING SYSTEM AND DUCTWORK TO OFFICE AREA. ADD AC TO THE WAREHOUSE.		\$22,349.30

Plumbing Permit

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
6/3/2022	77500091000	1011 W 10TH ST	CXS PLUMBING	TEST GAS LINE FEEDING HOUSE		\$0.00
6/6/2022	42001483000	1311 W BROAD ST	LAMONT PLUM,BING	GAS TEST		
6/6/2022	42000958000	710 W 4TH ST	ROTER - ROOTER	GAS TEST		\$600.00
6/7/2022		1800 W 2ND ST	RAVEN MECH	INSTALLING PLUMBING FOR NEW FIELD HOUSE WEIGHT ROOM AND SOFTBALL CONCESSION BLUILDING		\$1,711,579.00
6/9/2022	77500209000	1003 W 12TH ST	BRAZOSPORT PLUMBING	GAS TEST		\$0.00
6/9/2022	81101281110	218 N AVE A	CLEAR WATER PLUMBING	NEW HOUSE ALL PLUMBING		\$6,500.00
6/14/2022	42001496000	1431 W 2ND ST	I Know a plumber	repipe, gas test, new drain and vent system		
6/15/2022	42000615000	411 W 1ST ST	BRAZOSPORT PLUMBING	GAS TEST		\$0.00
6/20/2022	42001287000	1122 W 5TH ST	ACCURATE PLUMBING	REPAIR SEWER LINE		
6/20/2022	42001712000	1606 W 7TH ST	ACCURATE PLUMBING	REPLACE GAS LINE REPAIR SEWER LINE		
6/27/2022	42001488000	1330 W 4TH ST	LUYCX PLUMBING	PLUMBING FOR 2 RESTROOMS		\$5,000.00
6/28/2022	42011870000	1716 W 9TH ST	LUYCX PLUMBING	GAS TEST		
6/29/2022	81102999000	823 N BRAZOSPORT BLVD	LUYCX PLUMBING	INSTALL GREASE TRAP		\$4,500.00
6/29/2022	81104016000	1724 N AVE L	MARIO PLUMBING	REPLACE SEWER UNDER HOUSE SLAB TUNNEL ACCESS FOR 8 FIXTURES AND SEWER CONNECT		\$20,000.00

Plumbing Permit

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
6/30/2022	42000483000	75 OAK	CLEMENTS PLUMBING	INSTALL TWO GAS OUTLETS AND NEED GAS TEST		\$300.00



Finance, Court & Water Departments

Title: Monthly Report for June 30, 2022

Date: July 7, 2022

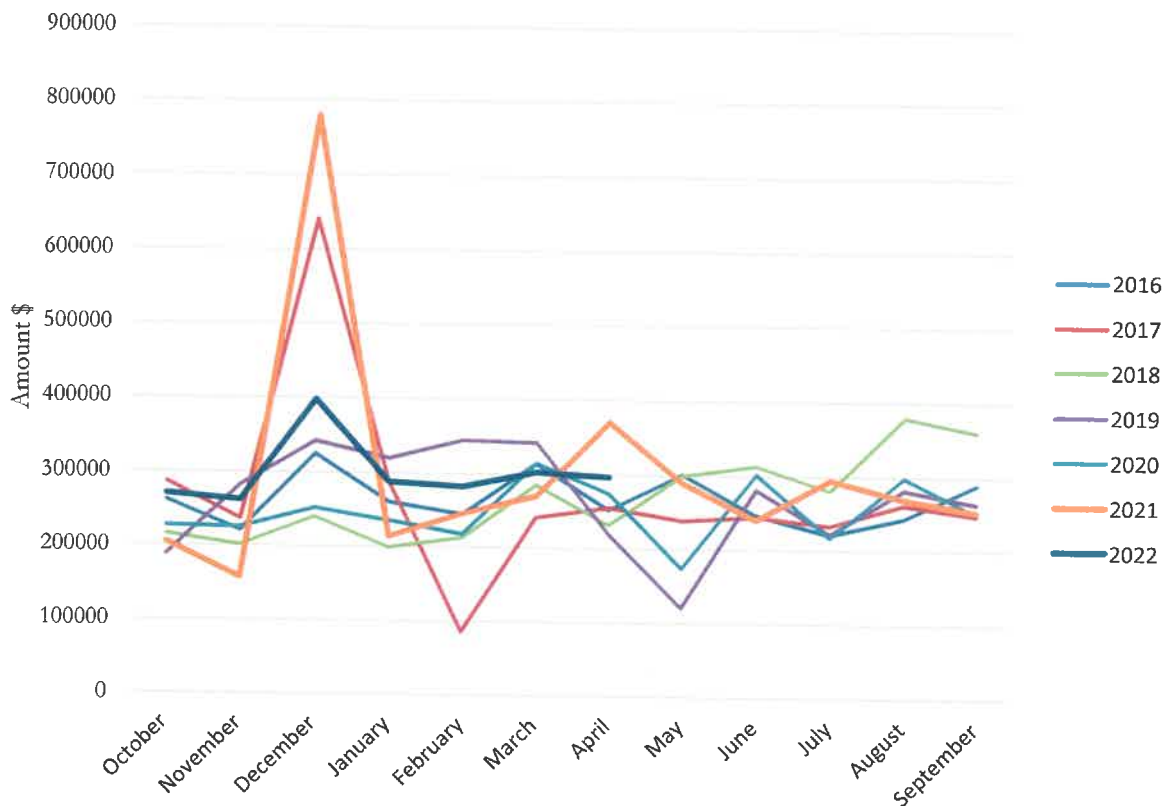
From: Cathy Ezell, Finance Director

Financial Information

The General Fund:

The revenues collected for the General fund as of June 30, 2022 are \$16,594,803 or 87.51% 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 June 30, 2022 are \$14,452,069 or 69.27% of the budgeted expenditures. See the attached Monthly Financial Report for more detail.

The revenues are over the expenditures by \$2,142,734. The fund balance or reserves of the General Fund as of June 30, 2022 is \$8,867,149. This is 43.67% of the expenditure budget.

Monthly Report Finance, Court & Water Departments

Water & Sewer Fund

The revenues for the Water & Sewer Fund as of June 30, 2022 are \$4,966,027 or 75.38% of the budgeted revenues. See the attached Monthly Financial Report for more detail.

The expenditures for the Water & Sewer Fund as of June 30, 2022 are \$4,585,880 or 70.84% of the budgeted expenditures. See the attached Monthly Financial Report for more detail. Veolia has notified the City that they have spent 80% of their Repair and Maintenance Budget.

The revenues exceed the expenditures by \$380,147. The fund balance or reserves for the Water & Sewer Fund as of June 30, 2022 is \$431,083. This fund balance is only 6.77% of the operating expenditures.

Customer Service Department

The Water Department and Municipal Court have been re-organized into one department, the Customer Service Department. The Customer Service Department was moved to the 3rd floor of City Hall.

The Municipal Court functions will be the next to move to Incode 10. We have begun planning the migrations. The migration is scheduled to begin in August 2022. The time line for this is approximately three months.

Other

The Finance, Human Resources, and Customer Service Department completed the review and purge of old records. We also re-organized the Vault to become the primary place for the storage of City records, with the help of the Building/Code and Public Works departments.

**City of Freeport
Monthly Financial Report
As of June 30, 2022
General Fund**

	FY2021 Actuals	Adopted FY2022 Budget	Amended FY2022 Budget	Year to Date Actual	% YTD Budget
Beginning Fund Balance	\$ 5,613,957	\$ 7,457,056	\$ 6,724,415	\$ 6,724,415	
Revenues					
EMS	\$ 594,291	\$ 542,900	\$ 542,900	\$ 388,433	71.55%
Property Taxes	2,716,469	3,054,000	3,054,000	2,956,034	96.79%
Industrial Taxes	8,090,088	8,272,790	8,272,790	7,625,422	92.17%
Sales Tax	2,387,917	2,000,000	2,030,000	1,397,591	68.85%
Franchise & Other Taxes	636,793	723,100	723,100	419,262	57.98%
Permits	183,562	136,135	136,135	240,256	176.48%
Charges for Services	936,361	935,700	935,700	653,100	69.80%
Recreation/Rental	63,428	138,500	138,500	74,853	54.05%
Golf	717,239	625,000	625,000	598,698	95.79%
Municipal Court	176,376	406,200	406,200	124,095	30.55%
Grants	823,390	1,332,200	1,594,203	1,651,704	103.61%
Lease Income	242,901	123,402	123,402	44,192	35.81%
Miscellaneous	905,864	370,775	380,575	421,163	110.67%
Total Revenues	18,474,680	18,660,702	18,962,505	16,594,803	87.51%
Expenditures					
Administration	\$ 1,715,009	\$ 1,900,909	\$ 1,915,600	\$ 1,446,763	75.53%
Service Center	214,790	224,033	224,033	161,063	71.89%
Municipal Court	196,384	239,075	239,075	164,749	68.91%
Police	4,528,655	4,979,157	4,979,157	3,532,550	70.95%
Fire	1,441,915	1,401,566	1,405,481	853,476	60.72%
EMS	819,416	927,740	927,740	737,417	79.49%
Emergency Management	308,615	-	169,681	150,986	88.98%
Code Enforcement	393,536	420,845	438,205	240,963	54.99%
Building	311,517	358,098	358,098	153,439	42.85%
Garbage Collection	968,318	931,000	931,000	648,196	69.62%
Street & Drainage	1,330,808	1,431,147	1,460,781	1,025,926	70.23%
Beach Fund Expense	55,849	31,500	31,500	27,543	87.44%
Historical Museum	333,402	427,492	427,492	273,747	64.04%
Sr Citizens Commission	4,982	10,250	10,250	4,333	42.27%
Library	184,796	42,500	42,500	30,866	72.63%
Parks	1,332,358	1,281,967	1,306,104	825,852	63.23%
Golf	1,489,681	1,172,103	1,172,103	846,773	72.24%
Recreation	496,866	620,027	620,027	378,568	61.06%
Interfund Transfer to	1,410,846	4,051,815	4,353,618	3,061,361	70.32%
Interfund Transfer from	(173,520)	(150,000)	(150,000)	(112,500)	75.00%
Total Expenditures	17,364,222	20,301,224	20,862,445	14,452,069.17	69.27%
Revenue Over/(Under)					
Expenditures	\$ 1,110,458	\$ (1,640,522)	\$ (1,899,940)	\$ 2,142,734	
Ending Fund Balance	\$ 6,724,415	\$ 5,816,534	\$ 4,824,475	\$ 8,867,149	

**City of Freeport
Monthly Financial Report
As of June 30, 2022
Water Sewer Fund**

	FY2021 Actuals	Adopted FY2022 Budget	Amended FY2022 Budget	Year to Date Actual	% YTD Budget
Beginning Fund Balance	\$ (17,603)	\$ (598,386)	\$ 50,936	\$ 50,936	
Revenues					
Interlocal Revenue	\$ 163,635	\$ 4,000	\$ 4,000	\$ -	0.00%
Interest	1,417	500	500	1,066	213.30%
Misc Income	(208)	-	-	1,749	N/A
Misc Income Return Checks	505	1,000	1,000	942	94.24%
Utility Reimbursements	182,371	70,000	70,000	99,815	142.59%
Community Dev Grant	25,139	260,000	260,000	-	0.00%
Grant Revenue-Emergency P	(58,143)	-	-	-	N/A
FEMA Reimbursement	-	-	-	-	N/A
Cash Over or Short	(23)	-	-	(45)	N/A
Water Revenue	3,248,117	3,764,000	3,764,000	2,567,124	68.20%
Water Revenue - Misc	5,493	-	-	25	N/A
Sewer Revenue	2,242,923	2,383,800	2,383,800	1,928,091	80.88%
Sewer Revenue - Misc	913	-	-	20	N/A
Sewer Surcharge	-	-	-	321	N/A
Water Tap Fee	14,800	14,000	14,000	23,202	165.73%
Sewer Tap Fee	-	-	-	2,040	N/A
Bad Debt Write-Off	2,589	1,000	1,000	728	N/A
Connect & Disconnect Fees	77,169	90,000	90,000	98,699	109.67%
Transfer from General Fund	-	-	-	242,250	
Proceeds from Bond Sale	4,845,000	-	-	-	N/A
Premiums from Bond Sale	300,036	-	-	-	N/A
Underwriter's Discount	(61,356)	-	-	-	N/A
Total Revenues	10,990,376	6,588,300	6,588,300	4,966,027	75.38%
Expenditures					
Salaries	\$ 100,431	\$ 126,059	\$ 126,059	\$ 72,687	57.66%
Benefits	72,423	53,168	53,168	34,364	64.63%
Supplies	48,979	46,850	46,850	40,092	85.57%
Services	5,203,971	5,322,160	5,322,160	3,816,066	71.70%
Maintenance	18,460	65,000	65,000	58,373	89.80%
Sundry	2,834	25,675	25,675	16,248	63.28%
Capital Outlay	241,058	260,000	382,239	208,527	54.55%
Debt Service Fees	79,576	-	-	-	N/A
Transfer to Debt Service	4,104	302,698	302,698	227,023	N/A
Transfer to CO2021 Bond Fund	5,000,000	-	-	-	N/A
Transfer from General Fund	150,000	150,000	150,000	112,500	N/A
Total Expenditures	10,921,837	6,351,610	6,473,849	4,585,880	70.84%
Revenue Over/(Under) Expenditures	\$ 68,539	\$ 236,690	\$ 114,451	\$ 380,147	
Ending Fund Balance	\$ 50,936	\$ (361,696)	\$ 165,387	\$ 431,083	



CITY OF FREEPORT
FREEPORT FIRE & EMS DEPARTMENT

131 East 4th Street
Freeport, Texas 77541
Phone (979) 233-2111
Fax (979) 233-4103

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: July 18, 2022

Re: June 2022

Response alarms: June 2022
Fire - 12
EMS - 154
Total - 166

Significant Events:
Air Ambulance transport: 4
Request mutual aid into the city to cover EMS response: 2 FIRE 0
Mutual aid given to other cities to cover EMS response: 2 FIRE 0
Two EMS units working calls at the same time: 21
Three working EMS alarms: 0
Four working EMS alarms: 0
Five working EMS alarms: 0
Transport rate: 49%

Equipment/Infrastructure:
Fire Station engine bay slab is failing due to road bed is washing out. Public Works will perform the work. First driveway poured July 13, 2022

Audit:
Texas Department of Insurance audit: Contact ISO. Waiting for return telephone call. Called several time with no response for an update.

Emergency Management:
Review daily COVID-19 Brazoria County Health reports. Providing this data to Freeport Police Department for first responder notification.

Winter Storm Declaration the City of Freeport is in recovery phase. Federal Declaration Category B: Protective Measures has been approved. Submitting application for reimbursement to FEMA. Received a response, I will be filing an appeal on not covering expense of labor of essential workers per policy. An appeal letter has been filed with TDEM pending a response.

Monitoring weather activity affecting the Freeport community. SE Texas has experienced a high-pressure system that created severe heat advisories temp up to 108 this has continued into the month of June.

Visit us online at www.freeport.tx.us
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fire@freeport.tx.us



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Mitigation Grants:

FEMA: S.A.F.E.R. Grant application, awaiting announcement of award. This program addresses salaries for hiring and staffing firefighters for three years at no expense. During this time the City prepares itself for the salary increase over time. The SAFER grant would allow the department staffing to meet staffing level standards. This would raise the shift to six firefighters, currently five firefighters.

FEMA American Firefighter Grant, complete the application and awaiting announcement of award. Project 1.) Training and overtime for training: \$120,000.00. 2.) Brush/Wildland truck: \$125,000.00.

Personnel:

Staffing:

Fire Lieutenant Vacancy: One (Full-time) (Promotion Only)

Fire Fighter Vacancy: Two (Full-time) Change 7/11/2022

Fire Fighter Vacancy: Six (Part-time)

EMS Vacancy: Three (Part-time). One position filled and orientation in progress.

The hiring process for the department has been impacted significantly with Covid-19 hinder students to attend fire/EMS training and administrating their exams for state licensing. The current employee market is greater than applicants including base salary, certification pay, and assignment pay, shift schedules and department increasing staff due to community growth.

Department operations application process remains open regardless of department staffing level. An applicant can schedule a cognitive test at any time. Then be eligible for the physical agility.

In June, the department received one application and completed the hiring process for one vacant position in the department.

Training Employees:

Three employees currently in school.: Thomas Thornton; EMT-Advance to Paramedic, Completion: September. Kristopher Vierra; EMT-Advance to Paramedic, Completion: Pending Clinical rotation by College.
High Voltage Safety presented by CenterPoint Energy: Engine Company training
Chris Valderrama TCFP Driver/Operator certification
Devin Shoemaker TCFP Driver/Operator certification

Injuries:

None

Public Relations:

D.A.R. E Program – Life Flight,
Hand Sanitizer Out Reach with Sparky
Brazosport High School Graduation
Ice Cream delivery to the community.

Prevention:

Council Chambers are sanitized by staff prior to each council meeting.
Highway information boards updated regularly for a COVID-19 update or weather.

Announcements:

None

Visit us online at www.freeport.tx.us
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Fire Marshal

Office of the Fire Marshal

June 2022 Monthly Report.

Fire/Safety Inspections:

Address	Inspection Type	Pass/Fail
1019 W 6 th	Kitchen Suppression	Pass
1618 N Ave J	Above Ground Sprinkler	Pass
Total Inspections: 2		

Plans Review:

Name or Address	Type of Plan	COMMENTS Y/N
Brazosport HS (Field House)	New Construction	Y
202 S. Gulf	Fire Alarm	Y
202 S. Gulf	Above Ground Sprinkler	Y
1618 Ave J	Fire Alarm	Y
202 S. Gulf	Underground Sprinkler	Y
Total Reviews: 5		

Fire Investigations:

Address	Type of Fire	Disposition
1100 E. Brazos Blvd.	Tug Boat	Accidental/Referred to USCG
Total: Investigations: 1		



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Fire Safety Consultation/ Consultation:

Whom	In Reference to:
1618 N. Ave J	Sprinkler Design
BISD	School Remodel
Bryan McGarvian	Starbucks Coffee
Knox Box Discussion	BISD/PD
Total: 4	

Incident Response:

Location	Type of Incident	Disposition
LNG	Fire	
Total Calls: 2		

Public Education Events:

Location	Name of Event	Appx # people
Municipal Court	Hispanic Chamber	30
Total: 0		

Stop Work Order's/ NOV's/ Fire Marshal's Orders:

Address	Description	Disposition
Total: 0		

Training:

Course Name	Hours

Visit us online at www.freeport.tx.us
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Miscellaneous:

- RFP Phone Interviews
- New Hire Interview
- LNG After-action
- SOG Revisions

Monthly Golf Course Report June2022

For the month of June our revenue was the highest revenue for any previous June with a total of \$80,132. We continue to see our rounds of golf well above our forecasts, and membership made it over the 200 mark as well. With three months left in the fiscal year we are at \$140,000 above our revenue goal. While our very competitive pricing, good greens, and great customer service are our top contributors to our above average revenue, Mother Nature has also been a big factor with only receiving an inch of rain this month. This has lead to no rainouts or cart path only days which help the revenue quite a bit.

We also finished out our spring tournament season with three more events this month to make it one of our strongest seasons to date. We will have two months with just open play before our fall tournament season kicks off in September.

You will see more detailed numbers in the attached reports but overall we are on track to beat all of our revenue goals this fiscal year. The only downfall we see with all these rounds is the wear and tear we see on the course, driving range, and carts.

Thank you

Brian

Golf Course Goals vs Actuals 2021-2022

Goal

Category	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Totals
Green Fee	11,000	12,000	12,000	10,000	10,000	16,000	16,000	16,000	16,000	15,000	13,000	13,000	160,000
Rec(taxable)	0	0	0	0	0	0	0	0	0	0	0	0	0
Golf Cart	7,000	7,000	6,000	6,000	5,000	7,000	8,000	8,000	8,000	7,000	8,000	8,000	85,000
Merchandise	12,000	12,000	11,000	10,000	10,000	18,000	20,000	16,000	15,000	15,000	13,000	14,000	166,000
Prep Food	550	650	400	500	400	800	1,100	1,200	1,200	750	750	700	9,000
Beer Sales	7,000	8,000	7,000	5,000	3,500	6,500	7,000	5,500	7,500	7,000	6,000	5,000	75,000
Drinks/Chips	3,000	2,500	2,000	1,500	1,500	2,500	3,000	3,000	3,500	3,000	3,000	3,000	31,500
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
Total	\$48,550	\$50,150	\$46,400	\$41,000	\$37,400	\$58,800	\$63,100	\$57,700	\$59,200	\$55,750	\$51,750	\$51,700	\$621,500

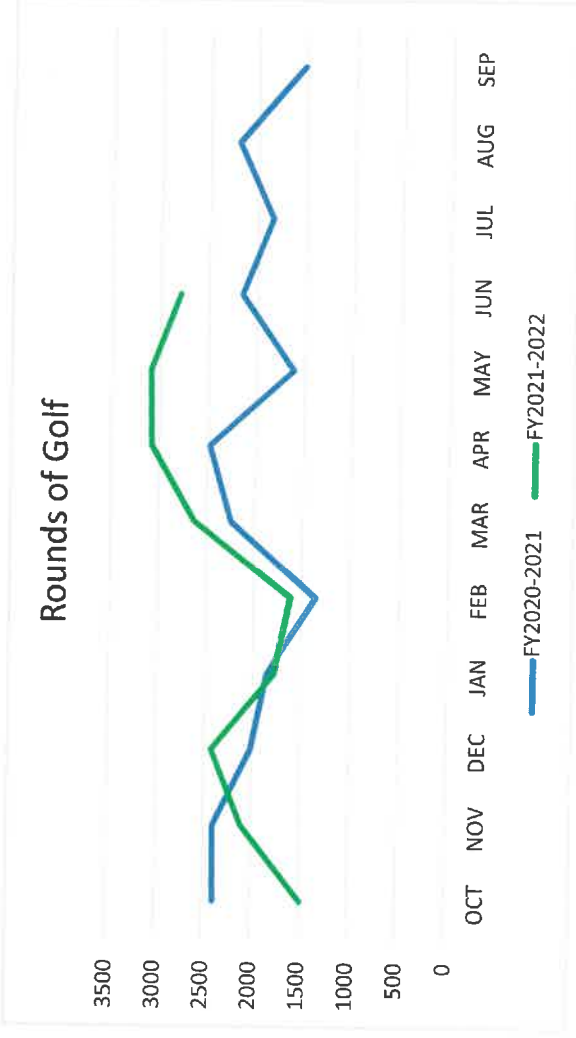
Actual

Category	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Totals
Green Fee	13,283	16,402	16,029	10,459	12,044	17,301	23,102	21,453	19,370				149,442
Rec(taxable)	0	0	0	0	0	0	0	0	0	0	0	0	0
Golf Cart	7,481	10,000	11,169	7,135	7,012	13,687	16,504	15,171	13,883				102,042
Merchandise	9,817	10,986	14,800	10,718	12,264	15,026	25,819	23,040	20,019				142,489
Prep Food	575	681	932	732	709	1,254	1,365	1,411	1,251				8,910
Beer Sales	5,928	7,564	7,881	4,993	3,719	8,827	11,329	11,854	9,522				71,615
Drinks/Chips	2,232	2,081	2,710	1,821	1,609	2,784	3,832	4,515	4,238				25,822
Memberships	11,833	8,872	9,023	11,258	11,770	11,104	11,700	14,741	11,849				102,151
Total	\$51,148	\$56,586	\$62,544	\$47,116	\$49,126	\$69,982	\$93,650	\$92,185	\$80,132	\$0	\$0	\$0	\$602,470

Over/Under	\$2,598	\$6,436	\$16,144	\$6,116	\$11,726	\$11,182	\$30,550	\$34,485	\$20,932	\$0	\$0	\$0	\$140,169
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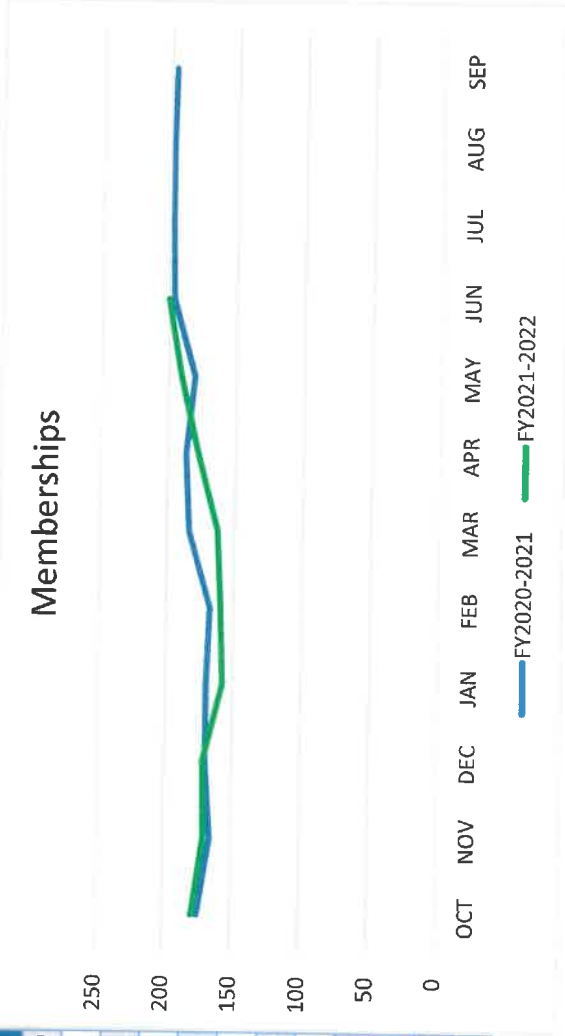
Rounds of Golf

Month	FY2020-2021	FY2021-2022
OCT	2396	1489
NOV	2407	2109
DEC	2022	2430
JAN	1860	1785
FEB	1364	1619
MAR	2252	2633
APR	2483	3089
MAY	1616	3100
JUN	2160	2801
JUL	1848	
AUG	2205	
SEP	1534	
	24147	21055



Memberships

Month	FY2020-2021	FY2021-2022
OCT	175	179
NOV	166	171
DEC	170	172
JAN	170	158
FEB	168	160
MAR	184	163
APR	187	178
MAY	181	191
JUN	197	201
JUL	198	
AUG	198	
SEP	197	



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
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
November	\$ 27,798.00	\$ 33,807.00	\$ 33,020.00	\$ 44,707.00	\$ 39,303.00	\$ 36,094.00	\$ 47,510.00	\$ 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
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	\$ 38,165.00	\$ 19,599.00	\$ 23,783.00	\$ 40,207.00	\$ 21,224.00	\$ 27,521.00	\$ 49,248.00	\$ 25,563.00	\$ 37,898.00	\$ 20,982.00	\$ 36,242.00	\$ 30,449.00	\$ 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	\$ 44,011.00	\$ 29,929.00	\$ 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	\$ 64,505.00	\$ 39,994.00	\$ 58,128.00	\$ 41,011.00	\$ 33,553.00	\$ 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	\$ 57,937.00	\$ 46,802.00	\$ 51,866.00	\$ 48,499.00	\$ 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	\$ 59,246.00	\$ 59,357.00	\$ 51,940.00	\$ 56,256.00	\$ 26,082.00	\$ 8,162.00	\$ 37,417.00	\$ 53,075.00	\$ 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	\$ 52,477.00	\$ 61,151.00	\$ 55,923.00	\$ 48,913.00	\$ 43,387.00	\$ 36,186.00	\$ 37,656.00	\$ 52,448.00	\$ 69,071.00	\$ 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	\$ 52,477.00	\$ 50,465.00	\$ 50,193.00	\$ 44,700.00	\$ 45,377.00	\$ 30,306.00	\$ 23,868.00	\$ 58,221.00	\$ 67,005.00	\$ 50,746.13	\$ 57,641.43	\$ 57,091.00
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	\$ 26,082.00	\$ 2,160.00	\$ 15,674.00	\$ 38,567.00	\$ 57,786.23	\$ 45,708.61	\$ 45,708.61
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	\$ 21,813.00	\$ 26,082.00	\$ 2,160.00	\$ 15,674.00	\$ 38,567.00	\$ 57,786.23	\$ 45,708.61	\$ 45,708.61
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	\$ 602,470.76



Human Resources Monthly Report

Date: July 6, 2022

HR TEAM: Cathy Ezell, Donna Fisher and Mary Chavez

HR Services Team Priorities and Results for June 2022:

- **Welcomes and Well-wishes:**
 - **We are excited to welcome:**
 - **Ashley Howell – Accounting Specialist – Finance Department**
 - **Ronee Buchanan – Dispatcher – Police Department**
 - **Aaron Jackson – Maintenance Technician I (Streets) – Public Works Department**
 - **Emeka O’Neal – Part-time Range Attendant – Golf Course**
- **Training/Coaching/Performance Improvement:**
 - **Performance Issues Addressed:** We had one (1) employee termination for performance this month.
- **Employee Turnover/Recruiting/Hiring Progress:**
 - **Employee Turnover:** We had five (5) employee separations in June. One employee from the Customer Service Department, two from the Public Works Department, one retirement from the Police Department and one from the Golf Course.
 - **Internal Transfers/Promotions:** We had three (3) internal transfers/promotions in June – Danny Gillchrist was promoted from Police Captain to Interim Police Chief, Tim Delashmit was promoted from Streets Supervisor to Public Works Superintendent and Alberto Servin was promoted from Maintenance Technician II (Streets) to Streets Supervisor.
 - **Recruiting:** Active recruiting searches include:
 - Part-time EMT
 - Economic Development Director
 - Maintenance Technician - Streets
 - Firefighter/EMT – Full and Part Time
 - Police Chief
 - Maintenance Technician - Parks
 - Court Clerk
 - **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 June. 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 zero (0) active Workers Comp. claims in June.
- **Family & Medical Leave Cases (FMLA)-** We had zero (0) active FMLA cases in June.
- **Property/Liability/Accident Claims-** We had one (1) new property claim in June. We continued to add new vehicles and equipment to the insurance policy.
- **Record Retention:** We are continuing to move files that are not in current use but need to be retained to the vault.
- **Employee Benefits:** We are working with benefits broker to negotiate best possible medical and dental rates. We are preparing for HR and Payroll transition to Incode 10.
- **Training/Development:** We are making a list of webinar/video trainings available from TML to develop a regular training schedule.

Priorities for July:

- **Employee Benefits** – Finalize contracts with new broker for employee health, dental, vision and ancillary coverages. Upload data from Paycom to Incode 10 to proceed with transition.
- **Payroll/Human Resources Conversion** – Begin pulling data for the Payroll/Human Resources Conversion from PayCom to Incode 10

Information Technology Monthly Report

- Updated server definitions to current standards in order to enable and create more secure policies for all employees' workstations and improve performance.
- Migrated and reinstalled additional security systems on third floor of City Hall.
- Expanded City Social Media presence and will be actively working to improve and establish positive representation while improving ease of access.
- Identified obsolete/redundant or unused technology in order to reduce financial costs for City.
- Created mobile station for use in assisting future city presentations and events at any location when needed.

Upcoming Projects:

- Improve City Backup management and emergency planning
- Migrate Public Works Building IT infrastructure
- Identify Technology solutions for applications in City needs.
- Secure Wireless Traffic with RADIUS and expand wireless encryption and authentication to all city facilities.
- Helpdesk/Ticketing support / Automated Patching
- In-depth asset management tracking.
- Register City as Dell self-service for warranty repairs on-site
- New City ID badge system for in-house management.

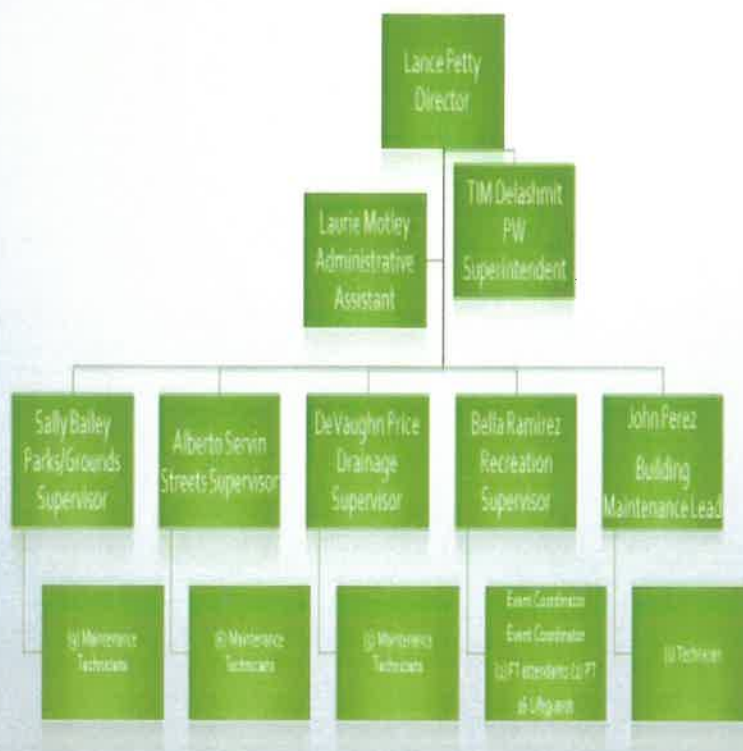
JULY 2022



PUBLIC WORKS MONTHLY REPORT JULY 2022

City of Freeport

Organization Chart SmartArt



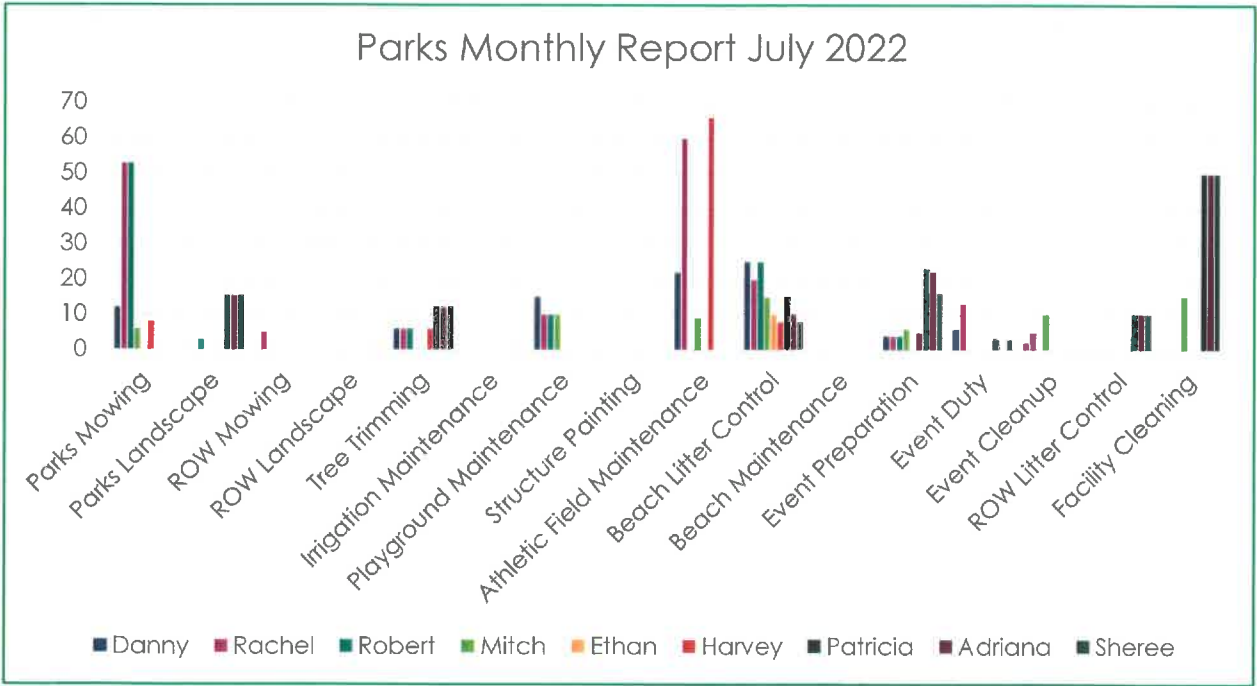
Key Activities

Parks / Grounds 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.

Key highlights this month:

- 1. Fishing Fiesta Event
- 2. Multiple Rentals
- 3. Summer Beach Litter Control



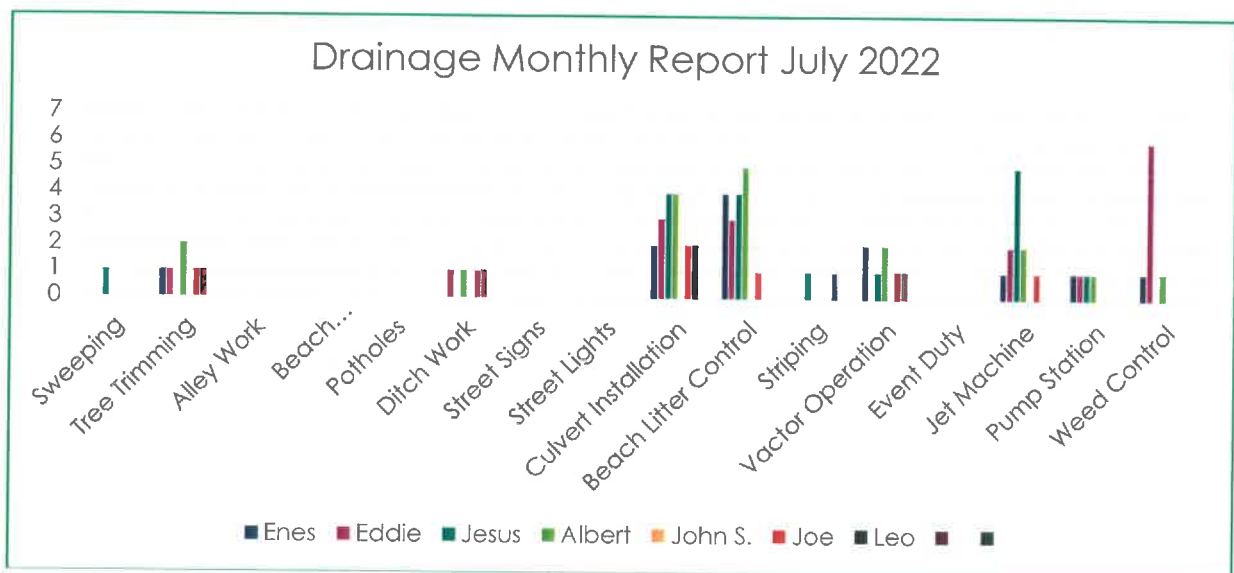
Key Activities

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:

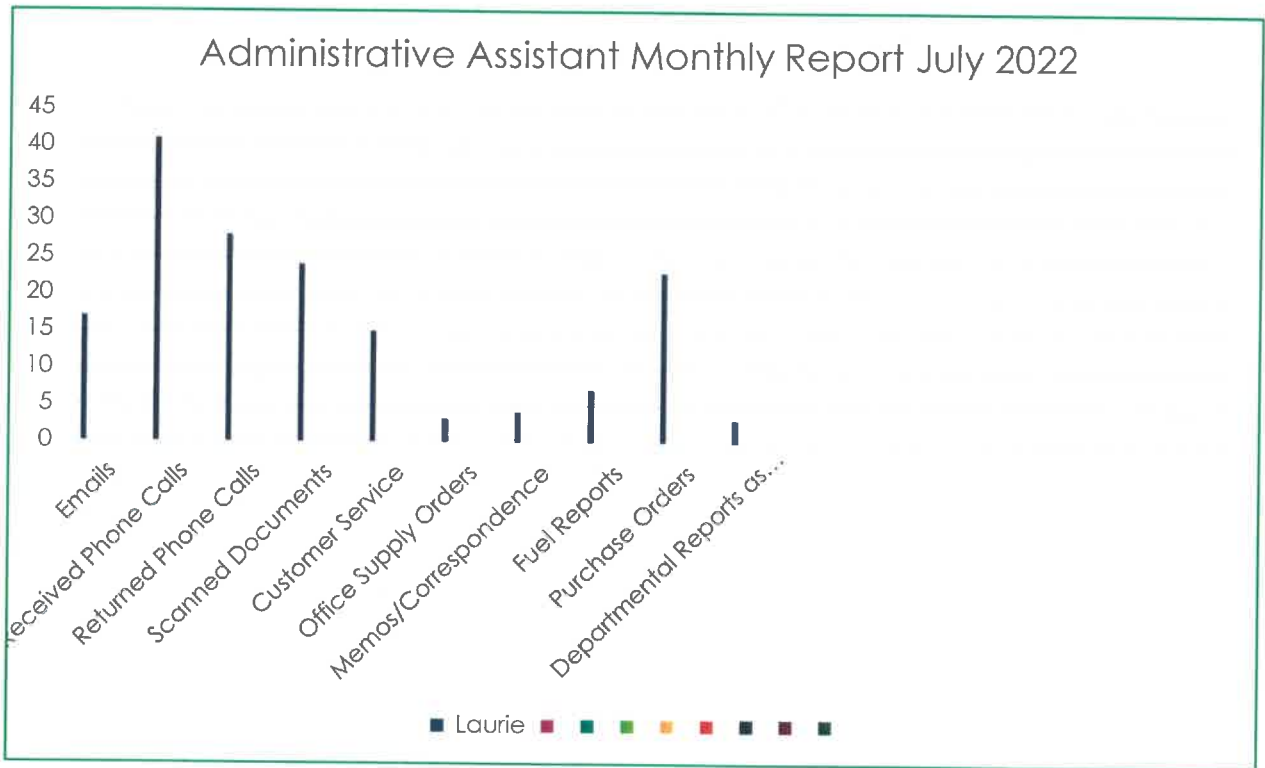
1. Reflectors on Velasco
2. Ditch clearing (outfalls)
3. Tree trimming in alleys



Key Activities

Administration

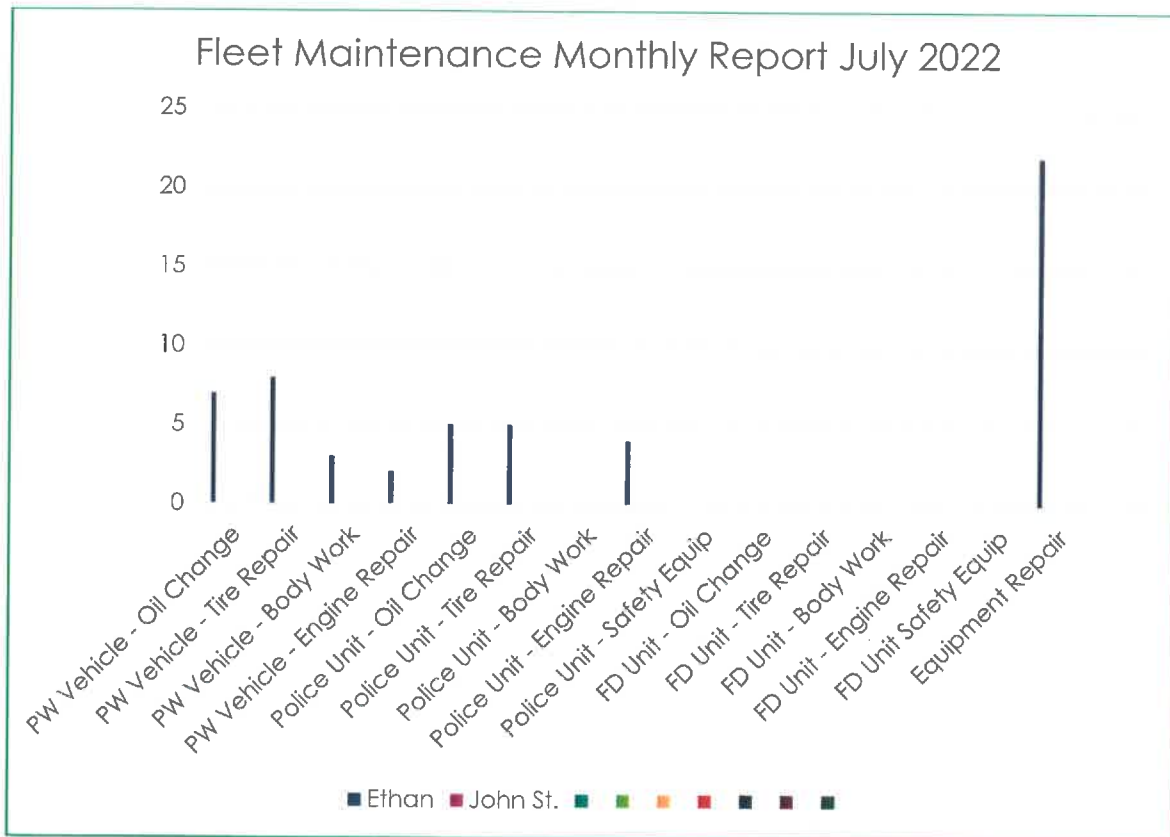
Under the direction of the Director of Public Works, this position is responsible for all customer service and administrative work for the department



Key Activities

Fleet Maintenance

Under the direction of the Director of Public Works, this division is responsible for all repairs and maintenance of the city's Fleet



Key Activities

Recreation

Under the direction of the Recreation Supervisor, this division provides services to the community through recreation, events and programs

- Seniors Day was June 20th (Every 3rd Monday of the month)
- Staff Updates- We are looking for One Part Time Recreation Attendant
- Events- Pool



- Current Programming- We have one Zumba instructor that has classes 8:30- 9:30 am on Mondays, Wednesdays and Saturdays and 6- 7 pm on Wednesdays.
- Facebook Data-

	December	January	February	March	April	May	June
People like Freeport Recreation page	3,048	3,073	3,103	3,136	3,161	3,189	3,206
People follow The Freeport Recreation page	3,133	3,168	3,198	3,241	3,270	3,317	3,338

- Revenue-

	December	January	February	March	April	May	June
Adult Daily Pass	\$95	\$250	\$275	\$295	\$80	\$340	\$445
Child Daily Pass	\$63	\$77	\$109	\$92	\$46	\$155	\$124
Senior Daily Pass	\$24	\$30	\$39	\$150	\$114	\$45	\$201
Student Daily Pass	\$249	\$234	\$159	\$213	\$117	\$225	\$462

	December	January	February	March	April	May	June
Monthly Membership Family	\$120	\$90	\$60	\$270	\$180	\$330	\$690
Monthly Membership Individual	\$240	\$540	\$640	\$620	\$660	\$840	\$640
Monthly Membership Senior	\$120	\$180	\$140	\$190	\$190	\$250	\$260
Monthly Memberships Youth	\$120	\$60	\$60	\$70	\$120	\$70	\$80

- Attendance-

	December	January	February	March	April	May	June
Monthly Membership Individual	107	93	202	231	269	292	193
Monthly Membership Family	28	11	27	75	88	64	196
Monthly Membership Senior	64	40	76	121	104	125	112
Monthly Memberships Youth	72	35	54	65	64	59	72
City Employee	76	30	53	61	37	40	24
Daily Admissions- Adult	1	1	12	55	16	27	89
Daily Admissions- Senior	12	49	13	50	38	15	67

Projects:

1. Concrete bid roads Phase I – 70% complete
2. Public Works building – 85% complete
3. Senior Field lighting received lights, Brackets on back order, quotes received for electrical work
4. Velasco/Ave A sidewalk installation – House removal was delayed and removed on July 13, we will finish sidewalk after FD project
5. Velasco – installed road reflectors from Gulf to broad and crosswalks. Yellow reflectors are on back order waiting shipment
6. Soccer field generator will be picked up next week, quotes for electrical work has been received.
7. FS1 – tear out and re-pour concrete approaches to 3 Bays - ongoing

City of Freeport
Museum & Main Street Department
Monthly Summary Report

June 2022

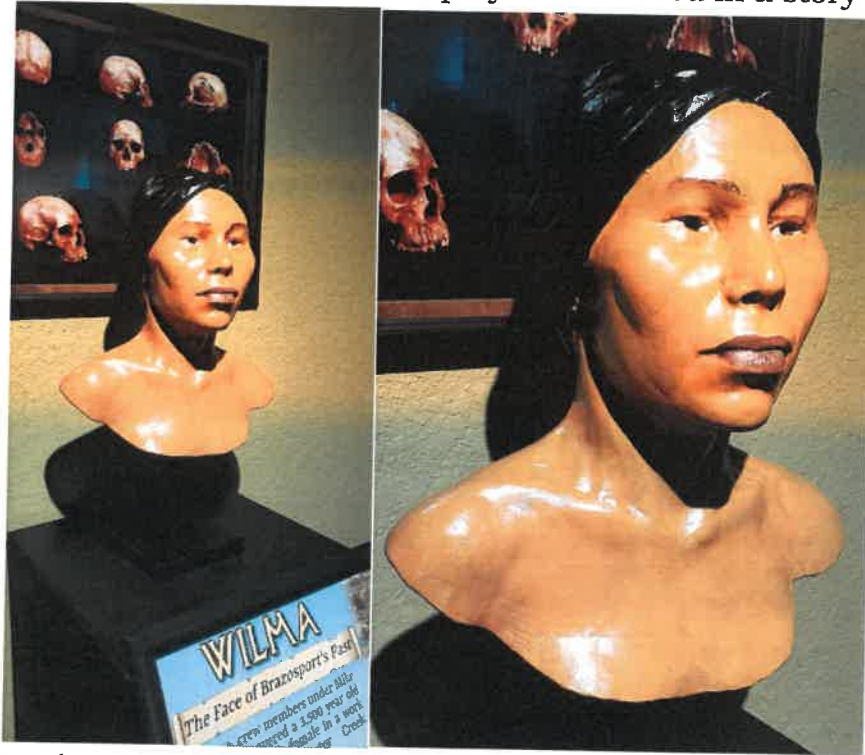
FREEPORT HISTORICAL MUSEUM & VISITOR CENTER

Exhibits

The month of June was busy for the Museum with the opening of the Fort Velasco Exhibit and the completion of multiple museum projects.



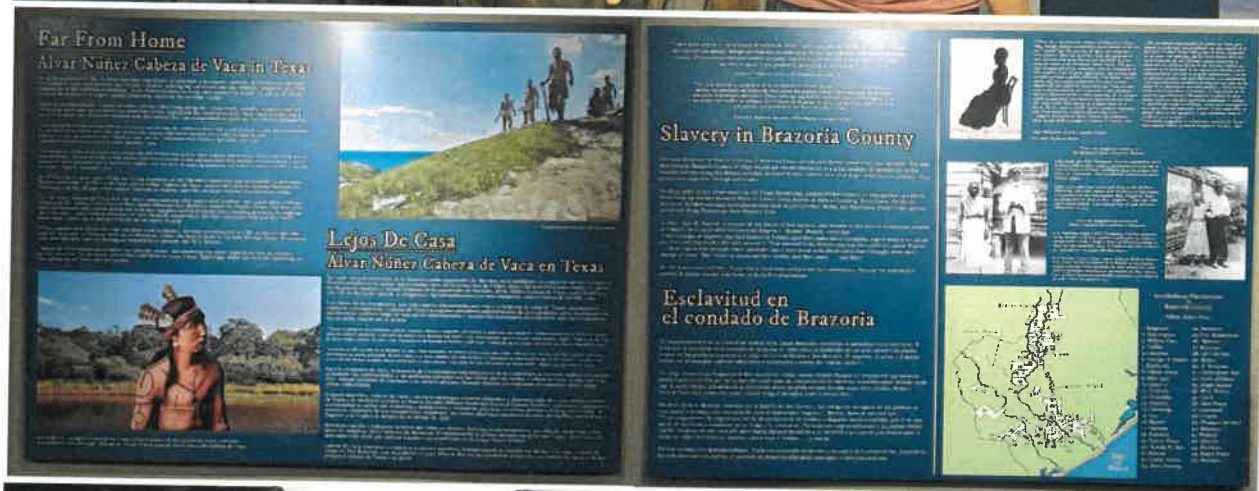
Wade finished painting the 3D printed bust of WILMA and put her out on display with a temporary reading panel. The display was covered in a story by The Facts.



June 21st saw the majority of the Texas Navy Room project come into fruition with the installation of Michael Elledge's bulkhead wall, artillery, and accouterments. Museum staff, Board Member David McGinty, and Public Works staff helped with the installation.



Museum Arts, Inc. rushed out 5 new interpretive panels for the museum to be installed and displayed prior to Fort Velasco Day on June 25th. Volunteers for Fort Velasco Day lent a helping hand.



Fort Velasco Day saw a smaller public turn-out likely due to the heat and rising gas prices, but a larger turn-out of volunteers and participants numbering close to 50. This included museum staff from San Felipe de Austin State Historic Site, San Jacinto Battleground State Historic Site, Presidio La Bahia, Lake Jackson History Museum, Stephen F. Austin-Munson Park, and numerous heritage organizations. Participants from as far as Louisiana drove in to support this event.



The public also got a sneak peak at the Texas Navy Room with lectures from Author & Texas Navy historian Andy Hall and THC Archaeological Steward Matt Reeves.



Staff Updates

Museum Director LeAnn & Wade worked together on the Strategic plan, which included identifying work needed to be done to the museum building to secure our storage room by structurally and securely sealing three corridors.



On June 16th, Wade spoke to the Daughters of the Republic of Texas about WILMA and museum projects.



SPECIAL EVENTS

Staff continues to plan for 2022 KidFest scheduled for August 6th from 4-8pm. This year's theme is along the lines of ninja warrior/wipeout competition featuring trike racing, axe throwing, and obstacle courses along with the regularly schedule activities. A big shout out to Freeport LNG for their generous signature sponsorship.

**CITY OF FREEPORT
PRESENTS**

2022 KIDFEST

FREE

SATURDAY, AUGUST 6TH 4-8 PM

WATER SLIDES **AXE THROWING**
Caricaturist **PIZZA** **FOAM PARTY**
TRIKE RACING **ROCK WALL** **NINJA WARRIOR COURSES**
FACE PAINTING **HOT DOGS**

Memorial Park*Historic Downtown Freeport*(979) 233-0066

MAIN STREET

The Historical Commission & Main Street Advisory Board still awaits our Final Report from the TMSP Resource Team visit. We are currently recruiting committee members for the Four Point Approaches including Design, Organization, Promotion, and Economic Vitality, and anticipate those committee meetings to begin in August.