



**AGENDA
REGULAR MEETING
FREEPORT CITY COUNCIL
TUESDAY, APRIL 4, 2023 at 6:00 P.M.**

Mayor:
Brooks Bass

Council Members:
Jeff Pena
Jerry Cain
Mario Muraira

City Manager:
Timothy Kelty

THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, WILL MEET ON TUESDAY, THE 4TH DAY OF APRIL, 2023, 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)

1. Consideration and possible action approving Ordinance 2023-2692, Canvassing the returns and declaring the results of the April 1, 2023 run-off Election for City Council Ward D Special Election, signing the required affidavit, and administering the oath for the successful candidate.
(Kelty)

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.

2. Presentation of Employee of the month, for the month of February. **(Kelty)**.

COUNCIL BUSINESS – REGULAR SESSION:

3. Consideration and possible action on the approval of City Council Meeting Minutes, the Special Meeting from March 20, 2023, and the Special Meeting from March 27, 2023. **(Wells)**
4. Consideration and possible action approving Joint Resolution, for adoption of Brazoria County Emergency Management Plan. **(Motley)**
5. Consideration and possible action approving Ordinance No. 2023-2693, amending Rules and Procedures for Council Agenda. **(Kelty)**
6. Discussion and guidance from Council on the 2023 Street Lighting Plan. **(Cramer)**
7. Consideration and possible action approving a contract for the phone system upgrade for all City Departments of the City of Freeport. **(Cohen)**
8. Consideration and possible action on the purchase of new vehicles for the Building Department. **(Ezell)**
9. Consideration and possible action awarding contract to B3 Resources, LLC for T-Dock Road and Levee Improvements. **(Petty)**
10. Consideration and possible action approving a lease agreement with Feeding Hearts Ministry for use of Antonelli's. **(Kelty)**

WORK SESSION:

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

CLOSED SESSION:

12. Executive Session regarding a.) (Consultation with Attorney) Port of freeport potential condemnation of the East End in accordance with Texas Government Code Annotated, Chapter 551, Section 551.071.

COUNCIL BUSINESS – REGULAR SESSION:

13. Take any action resulting from Executive Session.

ADJOURNMENT:


14. 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 # 1

Title: Consideration of approving Ordinance No. 2023-2692 canvassing the returns and declaring the results of the April 1, 2023 run-off election for Ward D Special Election, signing the required affidavit and authorizing the administration of the Oath of Office by the successful candidate.

Date: April 4, 2023

From: Betty Wells, City Secretary

Staff Recommendation: Staff recommends the approval of Ordinance No. 2023-2692 canvassing the returns and declaring the results of the April 1, 2023 Special Run-Off Election.

Item Summary: This ordinance declares that the election was legally conducted and certifies the results. In Ward D it declares that Winston Rossow received a majority of votes and will take the Oath of Office to become the elected Councilman for Ward D, for the remainder of the unexpired term, ending May 2024.

Background Information: Annually the votes are canvassed from the Municipal Election by the City Council prior to being declared final.

Special Considerations: Winston Rossow shall serve the remainder of the unexpired term for Ward D ending in May of 2024.

Financial Impact: We have currently paid a deposit with Brazoria County as part of our interlocal agreement for the election.

Board or 3rd Party recommendation: NA

Supporting Documentation:

Ordinance

Brazoria County Elections Department Unofficial Results.

ORDINANCE NO. 2023-2692

AN ORDINANCE OF THE CITY OF FREEPORT, BRAZORIA COUNTY, TEXAS, MAKING CERTAIN FINDINGS OF FACT REGARDING, CANVASSING THE RETURNS AND DECLARING THE RESULT OF THE RUNOFF ELECTION HELD ON THE FIRST SATURDAY IN APRIL, 2023, BEING APRIL 1, 2023 IN WARD D OF SAID CITY, FOR THE PURPOSE OF ELECTING, A COUNCIL MEMBER FOR WARD D TO FILL THE UNEXPIRED TERM ENDING IN MAY 2024; A PERSON TO FILL COUNCIL POSITION D ON THE CITY COUNCIL OF SAID CITY; PROVIDING FOR RATIFICATION AND CONFIRMATION OF THE ACTION TAKEN BY THIS ORDINANCE BY THE MAYOR OF SAID CITY; AND PROVIDING AN EFFECTIVE DATE FOR THIS ORDINANCE

WHEREAS, the City of Freeport, Texas (the "City") on November 22, 2022, ordered that a Special Election (the "Election") be held within the City on February 25, 2023, by Election Order, for the purpose of electing the Council Member for Ward D for an unexpired term ending in May 2024; and

WHEREAS, upon the consideration of the returns of the Special Election, it is hereby found and determined that the same was held in accordance with the authorized proceedings and was in all respects legally held after due notice had been given, and the returns duly and legally made, along with other instruments; and

WHEREAS, it was determined that no one person received a majority of the votes cast at the Special Election for the Council Member Ward D; therefore, in accordance with Section 2.023(a) of the Texas Election Code, the City Council called a Runoff Election to be held in the City on April 1, 2023; and

WHEREAS, the official returns, including returns of early voting ballots cast, of the presiding judges of the Special Runoff Election have been presented and delivered; and the City Council acting in capacity as the Canvassing Board, met on April 4, 2023, and duly canvassed such returns in accordance with the law; and

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

SECTION 1. INCORPORATION OF PREAMBLE. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein, and are adopted by the City Council as part of its legislative findings.

SECTION 2. ELECTION PROPERLY ORDERED AND HELD. The City Council, having canvassed the returns of said Special Runoff Election and all election procedures heretofore occurring, finds the election was duly and properly ordered; that due and proper notice of the election was given; that the election was in all respects regularly and lawfully held, and that said returns thereof have been duly and legally made as presented herein.

SECTION 3. CONFIRMATION OF VOTE TABULATION. The City Council officially finds and determines that only qualified resident voters of the City were allowed to vote at the Special Runoff Election, and that the canvass of the votes cast in said Special Runoff Election and returns thereof were made in accordance with the law. Further, the City Council officially finds that the returns of the Special Runoff Election, including the returns of the early voting ballots, duly and legally made, are as follows and has determined that the candidate for Council Member for Ward D has received the following votes:

Name of Candidate	Absentee Votes	Total Number of Early Votes	Total Number of Votes Received on Election Day	Total Number of Votes Received
Karla Clark	4	62	20	86
Winston Rossow	0	97	31	128

SECTION 4. CANVASS. The City Council, acting as the canvassing board of the Special Runoff Election for Ward D on the City Council, has verified that figures on the tally sheets above correspond to the figures on the returns and at the Special Runoff Election held on April 1, 2023.

SECTION 5. DECLARING THE RESULTS OF SPECIAL ELECTION. The Mayor and City Council of the City of Freeport, Texas, hereby declare and ordain, respectively, that, in the Special Runoff Election for Council Position D, Winston Rossow received a majority of the votes cast and has been elected to Council Position Ward D for the remainder of the unexpired term, ending May 2024:

SECTION 6. QUALIFICATIONS. Upon filing the signed statement and taking the Constitutional Oath of Office as required by Article 16, Section 1 of the Texas Constitution Winston Rossow has been elected for the remainder of the unexpired term for Council Position Ward D, ending May 2024.

SECTION 7. RATIFICATION AND CONFIRMATION BY MAYOR. By signing this ordinance, the undersigned Mayor of the City of Freeport, Texas hereby ratifies and confirms as his action all matters herein above recited which by law come within his jurisdiction.

SECTION 8. EFFECTIVE DATE. This ordinance shall be effective immediately upon its passage and approval.

READ, PASSED AND APPROVED this 4th day of April, 2023.

Brooks Bass, Mayor,
City of Freeport, Texas

ATTEST:

Betty Wells, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

David W. Olson, Interim City Attorney,
City of Freeport, Texas

Precinct Results Report

City of Freeport Special Runoff Election

Run Time 1:47 PM
Run Date 04/03/2023

Brazoria County

City of Freeport Special Runoff Election

4/1/2023
Page 1

Unofficial Results

Registered Voters
214 of 0 = 0.00%
Precincts Reporting
2 of 2 = 100.00%

7

136 of 0 registered voters = 0.00%

Councilmember, Ward D, Unexpired Term

Choice	Party	Absentee Voting	Early Voting	Election Day Voting	Total
Karla Clark		2 100.00%	33 34.38%	13 34.21%	48 35.29%
Winston Rossow		0 0.00%	63 65.63%	25 65.79%	88 64.71%
Cast Votes:		2 100.00%	96 100.00%	38 100.00%	136 100.00%
Undervotes:		0	0	0	0
Overvotes:		0	0	0	0

Precinct Results Report

City of Freeport Special Runoff Election

Run Time 1:47 PM
Run Date 04/03/2023

Brazoria County

City of Freeport Special Runoff Election

4/1/2023

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Unofficial Results

Registered Voters
214 of 0 = 0.00%

Precincts Reporting
2 of 2 = 100.00%

8

78 of 0 registered voters = 0.00%

Councilmember, Ward D, Unexpired Term

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Karla Clark		2	100.00%	29	46.03%	7	53.85%	38	48.72%
Winston Rossow		0	0.00%	34	53.97%	6	46.15%	40	51.28%
Cast Votes:		2	100.00%	63	100.00%	13	100.00%	78	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

*** End of report ***

Canvass Results Report

City of Freeport Special Runoff Election

Run Time 1:47 PM

Run Date 04/03/2023

Brazoria County

City of Freeport Special Runoff Election

4/1/2023

Page 1

Unofficial Results

Registered Voters

214 of 0 = 0.00%

Precincts Reporting

2 of 2 = 100.00%

Councilmember, Ward D, Unexpired Term

Precinct	Karla Clark	Winston Rossow	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
7	48	88	136	0	0	2	96	38	136	0	0.00%
8	38	40	78	0	0	2	63	13	78	0	0.00%
Totals	86	128	214	0	0	4	159	51	214	0	0.00%

Canvass Results Report

City of Freeport Special Runoff Election

Run Time

1:47 PM

Run Date

04/03/2023

Brazoria County

City of Freeport Special Runoff Election

4/1/2023

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Unofficial Results

Registered Voters

214 of 0 = 0.00%

Precincts Reporting

2 of 2 = 100.00%

*** End of report ***

Cumulative Results Report

Brazoria County

Unofficial Results

City of Freeport Special Runoff Election

City of Freeport Special Runoff Election

Registered Voters

214 of 0 = 0.00%

Precincts Reporting

2 of 2 = 100.00%

Run Time 1:46 PM

4/1/2023

Run Date 04/03/2023

Page 1

Councilmember, Ward D, Unexpired Term

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Karla Clark		4	100.00%	62	38.99%	20	39.22%	86	40.19%
Winston Rossow		0	0.00%	97	61.01%	31	60.78%	128	59.81%
Cast Votes:		4	100.00%	159	100.00%	51	100.00%	214	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

*** End of report ***

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Monday, March 20, 2023 at 6:00 p.m. at the Freeport Police Department, Municipal Court Room, 430 North Brazosport Boulevard, Freeport Texas for the purpose of considering the following agenda items:

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

Staff: Tim Kelty, City Manager
Lance Petty, Assistant City Manager/PWD
Betty Wells, City Secretary
David Olson, Interim City Attorney
Cathy Ezell, Finance Director
Toby Cohen, IT Manager
Donna Fisher, Human Resource Director
Kacey Roman, Building Official
Chris Motley, Fire Chief
Robert Johnson, EDC Director
Jennifer Howell, Freeport Police Chief

Visitors:	Karla Clark	David McGinty
	Melanie Oldham	Ron Bachman
	Margaret Bachman	Julian Arevalo
	Bob Casale	Jack Bullman
	Con McCleester	Diane McCleester
	Mark Parker	Carol Parker
	Kent Holle	Sam Reyna
	Shonda Marshall	Winston Rossow
	Mike Darlow	Manning Rollerson
	Shonda Marshall	Joe Penfield
	Chris Duncan	Dolores Zac
	Douglas Domingues	Bill Leitch
	Ron Martin	

Call to order.

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

INVOCATION AND PLEDGE OF ALLEGIANCE:

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

CITIZENS' COMMENTS:

Karla Clark, 411 Sailfish thanked Mr. Petty for looking at the drainage and water leaks on Gulf View. She spoke of the emails she has sent, with no response from Council or Mr. Kelty. She spoke of the texts from Mr. Kelty and her campaign signs. She said she has been harassed, and it needs to stop.

Manning Rollerson spoke of an AG Report, he said he has not received the letter and he wants it. He said he needs to know what Councilman Pena; his representative of Ward A is doing concerning Lincoln Park.

Bob Casale spoke of the trash not being picked up on Snapper Lane. He spoke of Freeport needing a News source.

Dolores Zak 1118 Gulf View, spoke of the issues the residents have on this street. She said staff has ignored them and the request they have made. She said the ditches have been filled in, and they have no lights.

Julian Arevalo spoke of the road repair being done by Lucas Construction. He said they are not doing the road repair correct, and there are no inspections being done on the work.

Joe Penfield 130 West 5th, spoke of the joint meeting with the EDC and Planning and Zoning. He said the meeting covered the zoning regulations for downtown. He said he has not seen another meeting on the Planning and Zoning agenda, no workshops. Mr. Penfield said this is a serious issue. He spoke of the restriction of the bottom floor use in downtown.

Sam Reyna 2002 North Ave G, spoke of a new investor who bought seven houses in Freeport. He said the investor was told by the Building Official, Kacey Roman to notify her when the houses were done and she would let them know what color to paint the houses. Mr. Reyna said Ms. Roman needs to enforce code violations, Mr. Reyna said Julian is operating a business out of his garage.

Melanie Oldham 922 West 5, spoke of item #14. She spoke of the homes and businesses to be built by Mr. Wong. Ms. Oldham said she opposes this item.

Jeff Pena 224 West Park, spoke of the Special Meeting Agenda.

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

Presentation for Employee of the Month, for the Month of February 2023.

This item was moved to the first meeting in April.

Proclamation of the City of Freeport declaring April 2023 Fair Housing Month.

Mayor Bass read Proclamation of the City of Freeport declaring April 2023 Fair Housing Month.

Proclamation of National Public Safety Telecommunicators Week.

Mayor Bass read Proclamation of National Public Safety Telecommunicators Week, April 9-15, 2023.

Presentation of the Annual Audit by Whitley Penn.

Celina Cereceres, with Whitley Penn presented to council the Annual Audit.

Presentation of the collection of delinquent taxes and court fine and fees from Mike Darlow with Perdue, Brandon, Fielder, Collins & Mott, LLP.

Mike Darlow with Perdue, Brandon, Fielder, Collins & Mott, LLP, presented to Council the collection of delinquent taxes and court fine and fees.

Presentation of the Veolia Annual Report.

James Carter with Veolia, presented to council the Annual Report from Veolia.

Mayor Bass asked what is the Scada System. Mr. Carter explained how the system works.

Karla Clark asked when the water leak on the relief valve at the beginning of the Gulf View Subdivision would be repaired. Mr. Carter said he will look into this tomorrow.

Manning Rollerson asked about the quality of the water. Mr. Carter said the water is purchased from BWA, is tested daily, and said there are no issues.

CONSENT AGENDA:

Consideration and possible action on the approval of City Council meeting minutes from March 6, 2023.

Consideration and possible action approving changing the first regular meeting in April being Monday April 3, 2023 to Tuesday April 4, 2023.

A motion was made by Councilman Cain, seconded by Councilman Muraira, with all present voting "Aye" 4-0, Council unanimously approved the Consent Agenda.

COUNCIL REGULAR AGENDA

Consideration to take possible action to approve a contingent fee contract with Perdue Brandon Fielder Collins and Mott, LLP pursuant to Section 6.30 of the Tax Code, said contract being for the collection of delinquent government receivables owed to City of Freeport and notice of said contract is posted with the agenda in accordance with Section 2254 of the Government Code.

Mike Darlow presented to council a contingent fee contract with Perdue Brandon Fielder Collins and Mott, LLP pursuant to Section 6.30 of the Tax Code, said contract being for the collection of delinquent government receivables owed to City of Freeport and notice of said contract is posted with the agenda in accordance with Section 2254 of the Government Code.

A motion was made by Councilman Pena, seconded by Councilman Cain, with all present voting "Aye" 4-0, council unanimously approved a contingent fee contract with Perdue Brandon Fielder Collins and Mott, LLP pursuant to Section 6.30 of the Tax Code, said contract being for the collection of delinquent government receivables owed to City of Freeport and notice of said contract is posted with the agenda in accordance with Section 2254 of the Government Code.

Consideration and possible action approving Resolution No. 2023-2784, for FY2022/2023 EDC Budget Amendment #1.

Finance Director Cathy Ezell, presented to Council Resolution No. 2023-2784, for FY2022/2023 EDC Budget Amendment #1. This is to create Project and Marketing funds, with a net zero impact on the budget. EDC Director Robert Johnson said this is to give a cleaner budget.

A motion was made by Councilman Pena, seconded by Councilman Cain, with all present voting “Aye” 4-0 council unanimously approved Resolution No. 2023-2784, for FY2022/2023 EDC Budget Amendment #1.

Consideration and possible action approving Resolution No. 2023-2790, for updating the Master Fee Schedule to change the hourly rate of police officers working security for Special Events.

Freeport Police Chief, Jennifer Howell, presented to council Resolution No. 2023-2790, for updating the Master Fee Schedule to change the hourly rate of police officers working security for Special Events. She said this is when an officer is off duty, and works security for a special event in Freeport. The pay rate has not been changed in about ten years. She said staff is asking that the rate be raised from \$35 an hour to \$45 an hour.

A motion was made by Councilman Cain, seconded by Councilman Pena, with all present voting “Aye” 4-0 council unanimously approved Resolution No. 2023-2790, for updating the Master Fee Schedule to change the hourly rate of police officers working security for Special Events.

Consideration and possible action on approving Centerpoint GRIP Resolution No. 2023-2785.

City Manager Tim Kelty presented Centerpoint GRIP Resolution No. 2023-2785. He said under State Law when Centerpoint considers rate increase they have to go through this process. The City of Freeport is a member of the TCUC. This recommendation comes for Alfred Herrera, who is our Legal Counsel from TCUC. Staff recommends to approval of this ordinance.

A motion was made by Councilman Muraira, seconded by Councilman Cain, with all present voting “Aye” 4-0 council unanimously approved Centerpoint GRIP Resolution No. 2023-2785.

Consideration and possible action approving Resolution No. 2023-2786 expressing opposition to State Legislative action to diminish city’s ability to participate in rate cases before the Public Utility Commission of Texas (PUCT) and the Railroad Commission of Texas (RRC).

City Manager Tim Kelty presented to council Resolution No. 2023-2786 expressing opposition to State Legislative action to diminish city’s ability to participate in rate cases before the Public Utility Commission of Texas (PUCT) and the Railroad Commission of Texas (RRC). Mr. Kelty said it is the recommendation of staff to approve this resolution opposing the State Legislative action to diminish the city’s ability to participate in rate cases.

A motion was made by Councilman Cain, seconded by Councilman Muraira, with all present and voting “Aye” 4-0 council unanimously approved Resolution No. 2023-2786 expressing opposition to State Legislative action to diminish city’s ability to participate in rate cases before the Public Utility Commission of Texas (PUCT) and the Railroad Commission of Texas (RRC).

Consideration and Possible action on a Petition for Consent to Annex Land into Freeport Municipal Utility District No. 1 by Aylesbury, LTD, a Texas limited partnership.

City Manager Tim Kelty, said staff is recommending that this petition be denied.

A motion was made by Councilman Cain to deny item number fourteen, seconded by Mayor Bass. With discussion that followed.

There was discussion by council on how the MUD works. There was discussion on what Mr. Wong is requesting in this petition. Councilman Pena said he was not contacted, and he is the liaison for the MUD. He asked if there has been conversation with Mr. Wong, without him. Mr. Kelty said, no conversation has happened. There was discussion about the city needing rooftops.

Mayor Bass called the motion to a vote, with a 3-1 vote the motion to deny a Petition for Consent to Annex Land into Freeport Municipal Utility District No. 1 by Aylesbury, LTD, a Texas limited partnership passed. Councilman Pena voted "Nay"

Consideration and possible action on Resolutions appointing members to various Boards and Commissions.

A motion was made by Councilman Pena to table this item, seconded by Councilman Muraira. With discussion that followed.

City Manager Tim Kelty, presented to council Resolutions appointing members to various Boards and Commissions. He said the Main Street Board has three vacancies, and they have had a difficult time in holding meetings because there is not a quorum. He said these appointments can be just through the end of the term, which is May 2023.

Councilman Muraira withdrew his second to the motion to table this item.

A motion was made by Councilman Cain, to approve Resolution No. 2023-2789 appointing Tanya Sharp to the Senior Citizen Commission to serve the remainder of the term ending May 31, 2023, seconded by Councilman Muraira. With all present voting "Aye" 4-0 council unanimously approved Resolution No. 2023-2789.

A motion was made by Councilman Cain to approve Resolution No. 2023-2787 appointing Kenny Hayes to the Boards of Adjustment to serve the remainder of the term ending May 31, 2024, seconded by Councilman Muraira. With a 3-1 vote motion to approve Resolution No. 2023-2787 passed. Councilman Pena voted "Nay".

Applicants Ron Martin, Melanie Oldham, Bill Leitch, and Jeff Pena spoke to council in their interest to serve on the Historical Museum and Main Street Board. Jeff Pena also spoke of his interest in the BOA.

A motion was made by Councilman Muraira to approve Resolution No. 2023-2788 appointing Ron Martin to the Historic Commission and Main Street Board to serve the remainder of the term, ending May 31, 2023, seconded by Councilman Cain with all present voting "Aye" 4-0 council unanimously approved appointing Ron Martin.

A motion was made by Councilman Pena to approve Resolution No. 2023-2788 appointing Bill Liech to the Historic Commission and Main Street Board to serve the remainder of the term, ending May 31, 2023, seconded by Councilman Cain with all present voting "Aye" 4-0 council unanimously approved appointing Bill Liech.

A motion was made by Mayor Bass to approve Resolution No. 2023-2788 appointing Doug Dominguez to the Historic Commission and Main Street Board to serve the remainder of the term, ending May 31, 2023, seconded by Councilman Cain with all present voting "Aye" 4-0 council unanimously approved appointing Doug Dominguez.

Consideration and possible action for appointing a subcommittee for possible plans of soliciting Architecture Design for new Rec Center

A motion was made by Councilman Pena to table this item, seconded by Councilman Cain, with all present voting "Aye" 4-0 council unanimously approved to table appointing a subcommittee for possible plans of soliciting Architecture Design for new Rec Center.

WORK SESSION:

Councilman Pena spoke of the citizens that spoke in Citizens Comments. He spoke of East and Lincoln Park, and the Port. He spoke of the issues on Gulf View. Councilman Pena spoke of the comments made of the 10th Street road repair, he said there are some issues and we are not getting what we are paying for. He spoke of the Downtown District, and hopes we can create a plan. He asked if color schemes are in the scope of what code enforcement does. Councilman Pena spoke of the Fair Housing month, and said he thinks we should have a HUD office. He said he did not scream or yell, or intimidate anyone with the street repair on 10th Street. He said, if a resident call him, he will show up. He said we need to make sure we have supervision and oversight over all contractors in the City. He spoke of mailboxes being destroyed, he asked they be put up the same way. He spoke of his concern of the Code Department. Councilman Pena said Olson and Olson has said there is no requirement from excluding the City Manager from the executive session meetings, Councilman Pena said he looked this up in the Open Meetings Handbook, he said the Governing Body is allowed in Executive Session.

Councilman Cain announced the voting for Ward D just started. He said this has been a long campaign for the two candidates, he thanked the candidates. He said citizens in Ward D, get out and vote. Councilman Cain said he would like to revisit the rules on calling a Special Meeting, his opinion of a Special Meeting should be for time sensitive items, or emergencies. He said they should not be a tool because you missed the deadline to get items on the regular meeting agenda. this is the second time that it has been used as a tool for just that. Councilman Cain said he is not saying the items on the Special Agenda are not important, but in his opinion, this is not how a Special Meeting is supposed to be handled. I would like to this on an agenda coming up.

Mayor Bass asked Mr. Kelty to put the potential amendment to Special Meetings Policy on the next agenda as requested by Councilman Cain, as well as the potential Censure motion requested by Councilman Pena.

Councilman Muraira asked who maintains the ditch before the dead-end on Ave N. Mr. Kelty said it Velasco Drainage. Councilman Muraira asked if Mr. Kelty can reach out and ask that they clean it out. Councilman Muraira asked that he and Mr. Kelty get together to do some research on rumble strips for North Ave M, N, O and Q, Zapata, Skinner and Yellowstone. He said we need something to slow the vehicles down. He thanked Public Works for the sidewalks, they are finished and look good. He also said there is a complaint about the levee trail, it has washed off where the pipe was placed. Councilman Muraira spoke of the street repair, and he thinks Freese and Nichols and the City, needs to get with Lucas to make sure we have a quality requirement.

Mayor Bass said if we recall Lucas did the repair on 8th Street, when we discovered there was an issue on some of the leveling; the City and Freese and Nichols reached out to Lucas, and they repaired the problem. Mayor Bass said he is all for accountability, but we cannot have people going out to the worksite. We have to be careful, there are safety regulations.

City Manager Tim Kelty spoke on the concrete work Lucas is doing, he said there are three levels of quality control and inspection to ensure the project is done properly. He spoke of the inspections that are being done for the street repair by Public Works, Freese and Nichols as well as a third-party inspector. Mr. Kelty read a letter from Freese and Nichols refuting the concerns raised by Mr. Arevalo and Councilman Pena. Mr. Kelty spoke of the joint meeting with Plan Commission, EDC and Mainstreet boards. He said this was a productive meeting, he said the Plan Commission decided they wanted to wait on the Ward D councilperson before we move forward on these issues discussed.

Finance Director Cathy Ezell announced that the City of Freeport was awarded the 2022/2023 GFOA Outstanding Budget Award.

Councilman Pena made a motion to invite City Manager into Executive Session, seconded by Councilman Muraira, with a 2-2 vote motion fails. Mayor Bass and Councilman Cain voted "Aye". Councilmen Muraira and Pena voted "Nay".

CLOSED SESSION:

Open Session was recessed and Executive session was opened at 8:48 P.M.

Executive Session was recessed at 10:15 P.M.

OPEN SESSION:

Adjourn

On a motion by Councilman Cain, seconded by Councilman Pena, with 4-0 vote, Mayor Bass adjourned the meeting at 10:15 P.M.

Brooks Bass
Mayor

Betty Wells
City Secretary

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Monday, March 20, 2023 at 10:16 p.m. at the Freeport Police Department, Municipal Court Room, 430 North Brazosport Boulevard, Freeport Texas for the purpose of considering the following agenda items:

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

Staff: Tim Kelty, City Manager
Lance Petty, Assistant City Manager/PWD
Betty Wells, City Secretary
David Olson, Interim City Attorney
Cathy Ezell, Finance Director
Toby Cohen, IT Manager
Jennifer Howell, Freeport Police Chief
Donna Fisher, Human Resource Director
Kacey Roman, Building Official
Chris Motley, Fire Chief

Visitors: Diane McCleester
Kent Holle
Joe Penfield
Shonda Marshall
Con McCleester
Manning Rollerson
David McGinty
Melanie Oldham

Call to order.

COUNCIL REGULAR AGENDA

Discuss and take possible action on ALL Braztex Reports by Zech and Navarro regarding the storage /possession, content delivery to the Council and its release to the public.

Councilman Pena withdrew item #1.

Discuss and Take Possible Action on the Legislation being proposed regarding the East End by the Port of Freeport.

Melanie Oldham said on February 23, 2023 the Port Commissioners voted to start a resolution in Austin to make the City of Freeport de-annex the whole East End to the Port. Ms. Oldham said there are other bills that will hurt the City. She said you have to decide if you are going to stand up to the Port.

Manning Rollerson said this council has to stand up. He said he fights for Freeport just as if it were his family. We cannot bow down and let the Port take it.

Councilman Pena said he put this on the agenda to make sure it isn't lost in the shuffle. He said it is important the City of Freeport know how we negotiate with the Port, for the East End.

Melanie Oldham spoke of the past land the City lost. She said the Port's plan is to expand through the City of Freeport. She said she wants the council to stand up.

Councilman Muraira said we are going to do the best we can for the City of Freeport.

Mayor Bass said the mere fact that one publicly supported tax entity would work with a representative that represents all of us, to take away our property, to de-annex, is awful. Mayor Bass said he will fight the eminent domain any way we can. He said I believe we will rise up, but we have to do it in a legal and reasonable way.

Discussion and possible action regarding issues of concern by the public about code enforcement, permits, and building department inspections, and possible new procedures and policies regarding the interaction of city staff in these departments with the public.

Councilman Pena said he brought this up because he gets all of the calls, about the concerns with code enforcement, building permit, and inspections that are related to building project. He said the residents are coming forward and speaking up, business owners are speaking up. He said there are a lot staying silent for fear of retaliation from City Hall. He said he is happy to be the voice of the public. He said there is selective enforcement by the Code Enforcement Department. Councilman Pena said he wants to get businesses opened up, not hinder them. He said let us help these businesses to thrive. Councilman Pena said we have a "Mob Boss City", and this has to end. He said if this means we have to change who is managing at City Hall, whether it is Tim Kelty, Kacey Roman, Lance Petty or Cathy Ezell; or any other director who is hindering our ability to grow.

Councilman Muraira said he respects Ms. Roman's work and the code enforcement they have a lot out there. He said he just ask that there be a middle ground. He said he thinks we can settle this issue.

Councilman Cain said customer service, in his line of work, it is priority one. Always has been. In his opinion it is not just code, I expect the highest level of customer service throughout the whole City. He said unfortunately the Code Department has a history of very low customer service. It has been documented and discussed. He said he encourages the City to look at this and do better. He said we need to be working with the citizens, and not against.

Mayor Bass asked how many housing builds have we had this last year, and this year? Ms. Roman said approximately six. Mayor Bass asked how many new businesses? Ms. Roman said over 30. Mayor Bass said making a point is important, but when you threaten people's jobs then it is a totally different direction. Mayor Bass said he gets phone calls also. He said he ask the question, "are they wrong?" He said we change the codes to update, and modernized to the make them safe for you. Mayor Bass said if anyone is being retaliated against, please come see me, I will take care of it; if it is factual. Mayor Bass said he agrees with Councilman Muraira, there has to be some middle ground.

Discussion and Possible Action regarding the proper procedures related to Open Session and Executive Session during City Council Meetings.

Councilman Pena thanked Mr. Olson for articulating the point in executive session that the motion that we made was within the rules. He said we know what the rules are, we can exercise that rule again in the next meeting. He said he is satisfied with Mr. Olson's response.

Adjourn

On a motion by Councilman Pena, seconded by Councilman Cain, with 4-0 vote, Mayor Bass adjourned the meeting at 10:55 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 Monday, March 27, 2023 at 6:00 p.m. at the Freeport Police Department, Municipal Court Room, 430 North Brazosport Boulevard, Freeport Texas for the purpose of considering the following agenda items:

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

Staff: Tim Kelty, City Manager
David Olson, Interim City Attorney

Visitors: David McGinty
Melanie Oldham
Pamela Dancy
Eric Hayes
Manning Rollerson
Karla Clark
Loretta Chandler

Call to order.

Mayor Bass called the meeting to order at 6PM

INVOCATION AND PLEDGE OF ALLEGIANCE: (Council Member)

Mayor Bass lead the Invocation and the Pledge.

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.

Melanie Oldham, 922 West 5 spoke of attending the Port Freeport meetings over the last few years. She read a statement from a meeting in October 2004. She spoke of the Port expansion through Freeport. She said the plans of the Port do not want to coexist with the City of Freeport and the citizens.

Manning Rollerson West 6 Street, spoke of the representation and leadership for the City of Freeport. He said the person that represents Ward A was not in the meeting, and this is concerning. He said the citizens are the ones that get hurt. He said the Port goes around the City to get what they want. Mr. Rollerson said the Port can take anything when they want, who is representing us?

Karla Clark 411 Sailfish, she said she hopes the Port and the City comes together and is honest with the City of Freeport. She said to give some kind of conjunction on the East End that can be productive with some type of fields and pavilions for the children.

David McGinty 521 West Broad, read a reference to the Port to reflect his disdain for the actions of the Port. He spoke of the travesty over the last twenty-five years with the Port. He said the dirty playbook has been opened once again by the Port, by demanding the de annexation of Freeport's East End properties. Mr. McGinty said he ask, that we stand together to retain ownership of our properties without fear of eminent domain or legal de annexation.

Eric Hayes said this has been going on for over twenty years. He said he would like council to fight for East End of Freeport and stick to the Port.

Pam Dancy 313 South Front, she said this has been going on for a long time. She spoke of the people in the East End. She spoke of a book she read about the happenings in Freeport. She spoke of the City giving land away, and how we will not have an East End. She asked council to fight for the City of Freeport.

CLOSED SESSION:

Open Session was recessed and Executive Session was opened at 6:17 PM.

Executive Session regarding a.) (Consultation with Attorney), Port of Freeport potential condemnation of the East End in accordance with Texas Government Code Annotated, Chapter 551, Section 551.071.

COUNCIL BUSINESS – REGULAR SESSION:

Executive Session was closed at 7:00 P.M

No action was taken.

Adjourn

On a motion by Councilman Cain, seconded by Councilman Pena, with 4-0 vote, Mayor Bass adjourned the meeting at 7:00 PM.

Mayor, Brooks Bass
City of Freeport, Texas

City Secretary, Betty Wells
City of Freeport, Texas



City Council Agenda Item # 4

Title: Emergency Management Plan for Brazoria County and Joint Resolution Cities, 3rd Revision

Date: April 4, 2023

From: Christopher D. Motley, Fire Chief/EMC

Staff Recommendation: Staff recommends to authorize Mayor Brooks Bass, Emergency Management Director, to sign the Emergency Management Plan for Brazoria County and Joint Resolution Cities.

Item Summary: The emergency management plan outlines the approach to emergency operations, and is applicable to Brazoria County and its resolute cities. It provides general guidance for emergency management activities and an overview of methods of mitigation, preparedness, response, and recovery. Emergency Management Plan for Brazoria County and Joint Resolution Cities has a 5-year cycle to update. Once Brazoria County Office of Emergency Management performs their review, the revisions are forward to each resolute cities.

In the revisions, Texas Department of Emergency Management (TDEM) has no updates for this plan, so the body of the plan remains as previously written. Updates included various grammatical and the table of contents updated to include the Annex W, approved in 2020.

Background Information: The plan describes the County's emergency response organization and assigns responsibilities for various emergency tasks. This plan is intended to provide a framework for more specific functional annexes that describe in more detail who does what, when, and how. This plan applies to all local officials, departments, and agencies. The primary audience for the document includes chief elected officials and other elected officials, the emergency management staff, department and agency heads and their senior staff members, leaders of local volunteer organizations that support emergency operations, and others who may participate in mitigation, preparedness, response, and recovery efforts.

Board or 3rd Party recommendation: Brazoria County Office of Emergency Management, Texas Department of Emergency Management

Supporting Documentation: Emergency Management Plan for Brazoria County and Joint Resolution Cities, 3rd Revision

EMERGENCY MANAGEMENT PLAN

FOR

REVISION THREE

**BRAZORIA COUNTY
AND
JOINT RESOLUTION CITIES**

APPROVAL & IMPLEMENTATION

Brazoria County

And the following cities;

**Bailey's Prairie
Bonney
Brazoria
Brookside Village
Clute
Danbury
Freeport
Hillcrest Village
Holiday Lakes
Iowa Colony
Jones Creek
Lake Jackson
Liverpool
Oyster Creek
Quintana
Richwood
Surfside
Sweeny
West Columbia**

Emergency Management Plan

This emergency management plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

L. M. "Matt" Sebesta, Jr.
Brazoria County Judge

Date

THE SIGNATURE PAGES OF THE MAYORS WILL FOLLOW THIS PAGE.

Mayor of Baileys Prairie

Date

Mayor of Bonney

Date

Mayor of Brazoria

Date

Mayor Brookside Village

Date

Mayor of Clute

Date

Mayor of Danbury

Date

Mayor Freeport

Date

Mayor Hillcrest Village

Date

Mayor Holiday Lakes

Date

Mayor of Iowa Colony

Date

Mayor of Jones Creek

Date

Mayor of Lake Jackson

Date

Mayor of Liverpool

Date

Mayor Oyster Creek

Date

Mayor of Quintana

Date

Mayor of Richwood

Date

Mayor of Surfside

Date

Mayor of Sweeny

Date

Mayor of West Columbia

Date

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BASIC PLAN

REVISION THREE

I. AUTHORITY

A. Federal

1. Robert T. Stafford Disaster Relief & Emergency Assistance Act, (as amended), 42 U.S.C. 5121
2. Developing and Maintaining Emergency Operations Plans (CPG 101), November 2010
3. Emergency Planning and Community Right-to-Know Act, 42 USC Chapter 116
4. Emergency Management and Assistance, 44 CFR
5. Hazardous Waste Operations & Emergency Response, 29 CFR 1910.120
6. Homeland Security Act of 2002
7. Homeland Security Presidential Directive. HSPD-5, Management of Domestic Incidents
8. Homeland Security Presidential Directive, HSPD-3, Homeland Security Advisory System
9. National Incident Management System
10. National Response Plan
11. National Strategy for Homeland Security, July 2002
12. Nuclear/Radiological Incident Annex of the National Response Plan

B. State

1. Government Code, Chapter 418 (Emergency Management)
2. Government Code, Chapter 421 (Homeland Security)
3. Government Code, Chapter 433 (State of Emergency)
4. Government Code, Chapter 791 (Inter-local Cooperation Contracts)
5. Health & Safety Code, Chapter 778 (Emergency Management Assistance Compact)
6. Executive Order of the Governor Relating to Emergency Management
7. Administrative Code, Title 37, Part 1, Chapter 7 (Division of Emergency Management)
8. State of Texas Emergency Management Plan
9. *The Texas Homeland Security Strategic Plan, parts I and II, December 15, 2003*
10. *The Texas Homeland Security Strategic Plan, Part III, February 2004*

C. Local

1. Commissioner's Court Order #16, dated June 20, 1988.
2. Joint Resolution between the County of Brazoria and the City of Baileys Prairie dated 5/2/01. Ord. No. 1989-1
3. Joint Resolution between the County of Brazoria and the City of Bonney dated 5/21/01 Ord. No. 2-88
4. Joint Resolution between the County of Brazoria and the City of Brazoria dated 10/14/03 Ord. No. 03-012
5. Joint Resolution between the County of Brazoria and the City of Brookside Village dated 5/17/01 Ord. No. 121
6. Joint Resolution between the County of Brazoria and the City of Clute dated 5/10/01 Ord. No. 91-23

7. Joint Resolution between the County of Brazoria and the City of Danbury dated 3/12/03 Ord. No. 89-01
8. Joint Resolution between the County of Brazoria and the City of Freeport dated 5/2/01 Ord. No. 1822
9. Joint Resolution between the County of Brazoria and the City of Hillcrest Village dated 7/12/01 Ord. No. 38
10. Joint Resolution between the County of Brazoria and the City of Holiday Lakes dated 5/21/01 Ord. No. 88-102
11. Joint Resolution between the County of Brazoria and the City of Iowa Colony dated 5/21/01 Ord. No. 89-01
12. Joint Resolution between the County of Brazoria and the City of Jones Creek dated 5/3/01 Ord. No. 233
13. Joint Resolution between the County of Brazoria and the City of Lake Jackson dated 5/9/01 Ord. No. 96R-330
14. Joint Resolution between the County of Brazoria and the City of Liverpool dated 8/1/01 Ord. No. 1989-A
15. Joint Resolution between the County of Brazoria and the City of Oyster Creek dated 5/10/01 Ord. No. 244
16. Joint Resolution between the County of Brazoria and the City of Quintana dated 5/6/01 Ord. No. 88-9
17. Joint Resolution between the County of Brazoria and the City of Richwood dated 8/1/01 Ord. No. 214
18. Joint Resolution between the County of Brazoria and the City of Surfside dated 5/8/01 Ord. No. 118
19. Joint Resolution between the County of Brazoria and the City of West Columbia dated 3/14/05 Ord. No. 366
20. Joint Resolution between the County of Brazoria and the City of Sweeny dated 3/15/05 Ord. No. 317

II. PURPOSE

This basic plan outlines an approach to emergency operations, and is applicable to Brazoria County and its resolute cities. It provides general guidance for emergency management activities and an overview of methods of mitigation, preparedness, response, and recovery. The plan describes the County's emergency response organization and assigns responsibilities for various emergency tasks. This plan is intended to provide a framework for more specific functional annexes that describe in more detail who does what, when, and how. This plan applies to all local officials, departments, and agencies. The primary audience for the document includes chief elected officials and other elected officials, the emergency management staff, department and agency heads and their senior staff members, leaders of local volunteer organizations that support emergency operations, and others who may participate in mitigation, preparedness, response, and recovery efforts.

III. EXPLANATION OF TERMS

A. Acronyms

AAR	After Action Report
ARC	American Red Cross
ARES	Amateur Radio Emergency Service
CFR	Code of Federal Regulations
DDC	Disaster District Committee
DHS	Department of Homeland Security
EOC	Emergency Operations or Operating Center
FBI	Federal Bureau of Investigation
FEMA	Federal Emergency Management Agency, an element of the U.S. Department of Homeland Security
Hazmat	Hazardous Material
HSPD-5	Homeland Security Presidential Directive 5
ICP	Incident Command Post
ICS	Incident Command System
IP	Improvement Plan
JFO	Joint Field Office
JIC	Joint Information Center
MACC	Multi Agency Coordination Center
NIMS	National Incident Management System
NRP	National Response Plan
OSHA	Occupational Safety & Health Administration
PIO	Public Information Officer
SOPs	Standard Operating Procedures
SOC	State Operations Center
TDEM	Texas Division of Emergency Management
TSA	The Salvation Army

B. Definitions

1. Area Command (Unified Area Command). An organization established (1) to oversee the management of multiple incidents that are each being managed by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Sets overall strategy and priorities, allocates critical resources according to priorities, ensures that incidents are properly managed, and ensures that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multi-jurisdictional.
2. Disaster District Committee. The DDC consists of a Chairperson (the local Highway Patrol captain or command lieutenant) and representatives of the state agencies and volunteer groups represented on the State Emergency Management Council with resources in the district. The DDC Chairperson, supported by committee members, is responsible for identifying, coordinating the use of, committing, and directing state resources within the district to respond to emergencies.

3. Emergency Operations or Operating Center. Specially equipped facilities from which government officials exercise direction and control and coordinate necessary resources in an emergency situation.
4. Emergency Public Information. Information that is disseminated to the public via the news media before, during, and/or after an emergency or disaster.
5. Public Information. Information that is disseminated to the public via the news media before, during, and/or after an emergency or disaster.
6. Emergency Situation. As used in this plan, this term is intended to describe a *range* of situations, from a minor incident to a catastrophic disaster. It includes the following:
 - a. Incident. An incident is a situation that is limited in scope and potential effects. Characteristics of an incident include:
 - 1) Involves a limited area and/or limited population.
 - 2) Evacuation or in-place sheltering is typically limited to the immediate area of the incident.
 - 3) Warning and public instructions are provided in the immediate area, not community-wide.
 - 4) One or two local response agencies or departments acting under an incident commander normally handle incidents. Requests for resource support are normally handled through agency and/or departmental channels.
 - 5) May require limited external assistance from other local response agencies or contractors.
 - 6) For the purposes of the NRF, incidents include the full range of occurrences that require an emergency response to protect life or property.
 - b. Emergency. An emergency is a situation is larger in scope and more severe in terms of actual or potential effects than an incident. Characteristics include:
 - 1) Involves a large area, significant population, or important facilities.
 - 2) May require implementation of large-scale evacuation or in-place sheltering and implementation of temporary shelter and mass care operations.
 - 3) May require community-wide warning and public instructions.
 - 4) Requires a sizable multi-agency response operating under an incident commander.
 - 5) May require some external assistance from other local response agencies, contractors, and limited assistance from state or federal agencies.
 - 6) The County MACC will be activated to provide general guidance and direction, coordinate external support, and provide resource support for the incident.
 - 7) For the purposes of the NRF, an emergency (as defined by the Stafford Act) is "any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of catastrophe in any part of the United States."
 - c. Disaster. A disaster involves the occurrence or threat of significant casualties and/or widespread property damage that is beyond the capability of the local government to handle with its organic resources. Characteristics include:

- 1) Involves a large area, a sizable population, and/or important facilities.
- 2) May require implementation of large-scale evacuation or in-place sheltering and implementation of temporary shelter and mass care operations.
- 3) Requires community-wide warning and public instructions.
- 4) Requires a response by all local response agencies operating under one or more incident commanders.
- 5) Requires significant external assistance from other local response agencies, contractors, and extensive state or federal assistance.
- 6) The County MACC will be activated to provide general guidance and direction, provide emergency information to the public, coordinate state and federal support, and coordinate resource support for emergency operations.
- 7) For the purposes of the NRF, a *major disaster* (as defined by the Stafford Act) is any catastrophe, regardless of the cause, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster federal assistance.

d. Catastrophic Incident. For the purposes of the NRF, this term is used to describe any natural or manmade occurrence that results in extraordinary levels of mass casualties, property damage, or disruptions that severely affect the population, infrastructure, environment, economy, national morale, and/or government functions. An occurrence of this magnitude would result in sustained national impacts over prolonged periods of time, and would immediately overwhelm local and state capabilities. All catastrophic incidents are *Incidents of National Significance*.

7. Hazard Analysis. A document, published separately from this plan that identifies the local hazards that have caused or possess the potential to adversely affect public health and safety, public or private property, or the environment.

8. Hazardous Material (Hazmat). A substance in a quantity or form posing an unreasonable risk to health, safety, and/or property when manufactured, stored, or transported. The substance, by its nature, containment, and reactivity, has the capability for inflicting harm during an accidental occurrence. Is toxic, corrosive, flammable, reactive, an irritant, or a strong sensitizer, and poses a threat to health and the environment when improperly managed. This includes toxic substances, certain infectious agents, radiological materials, and other related materials such as oil, used oil, petroleum products, and industrial solid waste substances.

9. Inter-local agreements. Arrangements between governments or organizations, either public or private, for reciprocal aid and assistance during emergency situations where the resources of a single jurisdiction or organization are insufficient or inappropriate for the tasks that must be performed to control the situation. They are commonly referred to as a mutual aid agreement.

10. Stafford Act. The Robert T. Stafford Disaster Relief and Emergency Assistance Act authorizes federal agencies to undertake special measures designed to assist the efforts of states in expediting the rendering of aid, assistance, emergency services, and reconstruction and rehabilitation of areas devastated by disaster.

11. Standard Operating Procedures. Approved methods for accomplishing a task or set of tasks. SOPs are typically prepared at the department or agency level.

12. Web EOC. This is an internet-based crisis management and reporting system that can be used in a variety of locations, including the MACC, ICP, or radio/dispatch room.

IV. SITUATION AND ASSUMPTIONS

A. Situation

Our county and cities are exposed to many hazards, all of which have the potential for disrupting the community, causing casualties, and damaging or destroying public or private property. A summary of our major hazards is provided in Figure 1. More detailed information is provided in our Hazard Analysis, published separately.

Figure 1

HAZARD SUMMARY

Hazard Type:	Likelihood of Occurrence*	Estimated Impact on Public Health & Safety			Estimated Impact on Property		
		Limited	Moderate	Major	Limited	Moderate	Major
<i>Natural</i>							
Drought	OCCASIONAL	LIMITED			LIMITED		
Earthquake	UNLIKELY	LIMITED				MODERATE	
Flash Flooding	OCCASIONAL	LIMITED				MODERATE	
Flooding (river or tidal)	OCCASIONAL		MODERATE			MODERATE	
Hurricane	OCCASIONAL		MODERATE				MAJOR
Subsidence	LIMITED	LIMITED			LIMITED		
Tornado	OCCASIONAL		MODERATE		LIMITED		
Wildfire	OCCASIONAL	LIMITED			LIMITED		
Winter Storm	OCCASIONAL	LIMITED			LIMITED		
<i>Technological</i>							
Dam Failure	UNLIKELY	LIMITED			LIMITED		
Energy/Fuel Shortage	UNLIKELY	LIMITED			LIMITED		
Hazmat/Oil Spill (fixed site)	OCCASIONAL	LIMITED			LIMITED		
Hazmat/Oil Spill (transport)	OCCASIONAL	LIMITED			LIMITED		
Major Structural Fire	UNLIKELY	LIMITED					MAJOR
Nuclear Facility Incident	UNLIKELY		MODERATE			MODERATE	
Water System Failure	UNLIKELY		MODERATE		LIMITED		
<i>Security</i>							
Civil Disorder	UNLIKELY		MODERATE			MODERATE	
Enemy Military Attack	UNLIKELY		MODERATE			MODERATE	
Terrorism	UNLIKELY		MODERATE			MODERATE	

* **Likelihood of Occurrence:** Unlikely, Occasional, Likely, or Highly Likely

B. Assumptions

1. Our county and cities will continue to be exposed to, and subject to, the impact of those hazards described above and as well as lesser hazards and others that may develop in the future.
2. It is possible for a major disaster to occur at any time, and at any place. In many cases, dissemination of warning to the public and implementation of increased readiness measures may be possible. However, some emergency situations occur with little or no warning.
3. Outside assistance will be available in most emergency situations, affecting our county and cities. Since it takes time to summon external assistance, it is essential for us to be prepared to carry out the initial emergency response on an independent basis.
4. Proper mitigation actions, such as floodplain management, and fire inspections, can prevent or reduce disaster-related losses. Detailed emergency planning, training of emergency responders and other personnel, and conducting periodic emergency drills and exercises can improve our readiness to deal with emergency situations.

<h2>V. CONCEPT OF OPERATIONS</h2>
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A. Objectives

The objectives of our emergency management program are to protect public health and safety and preserve public and private property. To attain these objectives, we will remain pro-active in planning and anticipating the needs of our citizens when threatened by emergencies.

B. General

1. It is Brazoria County's responsibility to protect public health and safety and preserve property from the effects of hazardous events. We have the primary role in identifying and mitigating hazards, preparing for and responding to, and managing the recovery from emergency situations that affect our community.
2. It is impossible for government to do everything that is required to protect the lives and property of our population. Our citizens have the responsibility to prepare themselves and their families to cope with emergency situations and manage their affairs and property in ways that will aid the government in managing emergencies. We will assist our citizens in carrying out these responsibilities by providing public information and instructions prior to and during emergency situations.
3. Local government is responsible for organizing, training, and equipping local emergency responders and emergency management personnel, providing appropriate emergency facilities, providing suitable warning and communications systems, and for contracting for emergency services. The state and federal governments offer programs that provide some assistance with portions of these responsibilities.

4. To achieve our objectives, we have organized an emergency program that is both integrated (employs the resources of government, organized volunteer groups, and businesses) and comprehensive (addresses mitigation, preparedness, response, and recovery). This plan is one element of our preparedness activities.
5. This plan is based on an all-hazard approach to emergency planning. It addresses general functions that may need to be performed during any emergency situation and is not a collection of plans for specific types of incidents. For example, the warning annex addresses techniques that can be used to warn the public during any emergency situation, whatever the cause.
6. Departments and agencies tasked in this plan are expected to develop and keep current standard operating procedures that describe how emergency tasks will be performed. Departments and agencies are charged with insuring the training and equipment necessary for an appropriate response are in place.
7. This plan is based upon the concept that the emergency functions that must be performed by many departments or agencies generally parallel some of their normal day-to-day functions. To the extent possible, the same personnel and material resources used for day-to-day activities will be employed during emergency situations. Because personnel and equipment resources are limited, some routine functions that do not contribute directly to the emergency may be suspended for the duration of an emergency. The personnel, equipment, and supplies that would normally be required for those functions will be redirected to accomplish emergency tasks.
8. Brazoria County has adopted the National Incident Management System (NIMS) in accordance with the President's Homeland Security Directive (HSPD)-5. Our adoption of NIMS will provide a consistent approach to the effective management of situations involving natural or man-made disasters, or terrorism. NIMS allows us to integrate our response activities using a set of standardized organizational structures designed to improve interoperability between all levels of government, private sector, and nongovernmental organizations.
9. This plan, in accordance with the National Response Framework (NRF), is an integral part of the national effort to prevent, and reduce America's vulnerability to terrorism, major disasters, and other emergencies, minimize the damage and recover from attacks, major disasters, and other emergencies that occur. In the event of an Incident of National Significance, as defined in HSPD-5, we will integrate all operations with all levels of government, private sector, and nongovernmental organizations through the use of NRP coordinating structures, processes, and protocols.

C. Operational Guidance

The County will employ the six components of the NIMS in all operations, which will provide a standardized framework that facilitates our operations in all phases of emergency management. Attachment 7 provides further details on the NIMS.

1. Initial Response. Our emergency responders are likely to be the first on the scene of an emergency situation. They will normally take charge and remain in charge of the incident until it is resolved or others who have legal authority to do so assume responsibility. They will seek guidance and direction from our local officials and seek technical assistance from state and federal agencies and industry where appropriate.
2. Implementation of ICS
 - a. The first local emergency responder to arrive at the scene of an emergency situation will implement the incident command system and serve as the incident commander until relieved by a more senior or more qualified individual. The incident commander will establish an incident command post (ICP) and provide an assessment of the situation to local officials, identify response resources required, and direct the on-scene response from the ICP.
 - b. For some types of emergency situations, a specific incident scene may not exist in the initial response phase and the MACC may accomplish initial response actions, such as mobilizing personnel and equipment and issuing precautionary warning to the public. As the potential threat becomes clearer and a specific impact site or sites identified, an ICP may be established, and direction and control of the response transitioned to the Incident Commander.
3. Source and Use of Resources.
 - a. We will use our own resources, all of which meet the requirements for resource management in accordance with the NIMS, to respond to emergency situations, purchasing supplies and equipment if necessary, and request assistance if our resources are insufficient or inappropriate. §418.102 of the Government Code provides that the county should be the first channel through which a municipality requests assistance when its resources are exceeded. If additional resources are required, we will:
 - 1) Summon those resources available to us pursuant to inter-local agreements. See Attachment 6 to this plan, which summarizes the inter-local agreements and identifies the officials authorized to request those resources.
 - 2) Summon emergency service resources that we have contracted for. See Attachment 6.
 - 3) Request assistance from volunteer organizations active in disasters.
 - 4) Request assistance from industry or individuals who have resources needed to deal with the emergency situation.
 - b. When external agencies respond to an emergency situation within our jurisdiction, we expect them to conform to the guidance and direction provided by our incident commander, which will be in accordance with the NIMS.

D. Incident Command System (ICS)

1. Brazoria County employs ICS, an integral part of the NIMS, in managing emergencies. ICS is both a strategy and a set of organizational arrangements for directing and controlling field operations. It is designed to effectively integrate resources from different agencies into a temporary emergency organization at an incident site that can expand and

contract with the magnitude of the incident and resources on hand. A summary of ICS is provided in Attachment 7.

2. The incident commander is responsible for carrying out the ICS function of command -- managing the incident. The four other major management activities that form the basis of ICS are operations, planning, logistics, and finance/administration. For small-scale incidents, the incident commander and one or two individuals may perform all of these functions. For larger incidents, a number of individuals from different departments or agencies may be assigned to separate staff sections charged with those functions.
3. An incident commander using response resources from one or two departments or agencies can handle the majority of emergency situations. Departments or agencies participating in this type of incident response will normally obtain support through their own department or agency.
4. In emergency situations, where other jurisdictions or the state or federal government are providing significant response resources or technical assistance, it is generally desirable to transition from the normal ICS structure to a Unified Command structure. This arrangement helps to ensure that all participating agencies are involved in developing objectives and strategies to deal with the emergency. Attachment 7 provides additional information on Unified and Area Command.

E. ICS - MACC Interface

1. For major emergencies and disasters, the County Multi Agency Coordination Center (MACC) will be activated. When the MACC is activated, it is essential to establish a division of responsibilities between the incident command post and the MACC. A general division of responsibilities is outlined below. It is essential that a precise division of responsibilities be determined for specific emergency operations.
2. The incident commander is generally responsible for field operations, including:
 - a. Isolating the scene.
 - b. Directing and controlling the on-scene response to the emergency situation and managing the emergency resources committed there.
 - c. Warning the population in the area of the incident and providing emergency instructions to them.
 - d. Determining and implementing protective measures (evacuation or in-place sheltering) for the population in the immediate area of the incident and for emergency responders at the scene.
 - e. Implementing traffic control arrangements in and around the incident scene.
 - f. Requesting additional resources from the MACC.
3. The MACC is generally responsible for:
 - a. Providing resource support for the incident command operations.
 - b. Issuing community-wide warning.
 - c. Issuing instructions and providing information to the general public.
 - d. Organizing and implementing large-scale evacuation.
 - e. Organizing and implementing shelter and mass arrangements for evacuees.

- f. Coordinating traffic control for large-scale evacuations.
 - g. Requesting assistance from the State and other external sources.
4. In some large-scale emergencies or disasters, emergency operations with different objectives may be conducted at geographically separated scenes. In such situations, more than one incident command operation may be established. If this situation occurs, a transition to an Area Command or a Unified Area Command is desirable, and the allocation of resources to specific field operations will be coordinated through the MACC.

F. State, Federal, & Other Assistance

1. State & Federal Assistance

- a. If local resources are inadequate to deal with an emergency situation, we will request assistance from the State. State assistance furnished to local governments is intended to supplement local resources and not substitute for such resources, including mutual aid resources, equipment purchases or leases, or resources covered by emergency service contracts. As noted previously, cities must request assistance from their county before requesting state assistance
- b. Requests for state assistance should be made to the Disaster District Committee (DDC) Chairperson, who is located at the Department of Public Safety District Office in Texas City. In essence, state emergency assistance to local governments begins at the DDC level and the key person to validate a request for, obtain, and provide that state assistance and support is the DDC Chairperson. A request for state assistance must be made by the Brazoria County Judge and should be made by using the State of Texas Assistance Request (STAR) application on Web EOC. The DDC Chairperson has the authority to utilize all state resources within the district to respond to a request for assistance, with the exception of the National Guard. Use of National Guard resources requires approval of the Governor.
- c. The Disaster District staff will forward requests for assistance that cannot be satisfied by state resources within the district to the State Operations Center (SOC) in Austin for action.

2. Other Assistance

- a. If resources required to control an emergency situation are not available within the State, the Governor may request assistance from other states pursuant to a number of interstate compacts or from the federal government through the Federal Emergency Management Agency (FEMA).
- b. For major emergencies and disasters for which a Presidential declaration has been issued, federal agencies may be mobilized to provide aid to states and local governments. The *National Response Framework (NRF)* describes the policies, planning assumptions, concept of operations, and responsibilities of designated federal agencies for various response and recovery functions. The *Nuclear/Radiological Incident Annex of the NRP* addresses the federal response to major incidents involving radioactive materials.

- c. FEMA has the primary responsibility for coordinating federal disaster assistance. No direct federal assistance is authorized prior to a Presidential emergency or disaster declaration, but FEMA has limited authority to stage initial response resources near the disaster site and activate command and control structures prior to a declaration and the Department of Defense has the authority to commit its resources to save lives prior to an emergency or disaster declaration. See Annex J, Recovery, for additional information on the assistance that may be available during disaster recovery.
- d. The NRF applies to Stafford and non-Stafford Act incidents and is designed to accommodate not only actual incidents, but also the threat of incidents. Therefore, NRF implementation is possible under a greater range of incidents.

G. Emergency Authorities

1. Key federal, state, and local legal authorities pertaining to emergency management are listed in Section I of this plan.
2. Texas statutes and the Executive Order of the Governor Relating to Emergency Management provide local government, principally the chief elected official, with a number of powers to control emergency situations. If necessary, the County shall use these powers during emergency situations. These powers include:
 - a. Emergency Declaration. In the event of riot or civil disorder, the County Judge may request the Governor issue an emergency declaration for this jurisdiction and take action to control the situation. Use of the emergency declaration is explained in Annex U, Legal.
 - b. Disaster Declaration. When an emergency situation has caused severe damage, injury, or loss of life or it appears likely to do so, the County Judge may, by executive order or proclamation, declare a local state of disaster. The County Judge may subsequently issue orders or proclamations referencing that declaration to invoke certain emergency powers granted by the Governor in the Texas Disaster Act *on an appropriate local scale* in order to cope with the disaster. These powers include:
 - 1) Suspending procedural laws and rules to facilitate a timely response.
 - 2) Using all available resources of government and commandeering private property, subject to compensation, to cope with the disaster.
 - 3) Restricting the movement of people and occupancy of premises.
 - 4) Prohibiting the sale or transportation of certain substances.
 - 5) Implementing price controls.

A local disaster declaration activates the recovery and rehabilitation aspects of this plan. A local disaster declaration is required to obtain state and federal disaster recovery assistance. See Annex U, Legal, for further information on disaster declarations and procedures for invoking emergency powers.

- c. Authority for Evacuations. Texas Government Code provides the County Judge with the authority to order the evacuation of all or part of the population from a stricken or threatened area within their respective jurisdictions.

H. Activities by Phases of Emergency Management

1. This plan addresses emergency actions that are conducted during all four phases of emergency management.

- a. Mitigation

Brazoria County will conduct mitigation activities as an integral part of our emergency management program. Mitigation is intended to eliminate hazards, reduce the probability of hazards causing an emergency situation, or lessen the consequences of unavoidable hazards. Mitigation should be a pre-disaster activity, although mitigation may also occur in the aftermath of an emergency situation with the intent of avoiding repetition of the situation. This mitigation program is outlined in Annex P, Mitigation. In addition, Brazoria County will draft and maintain a Hazard Mitigation Plan with participation of the jurisdictions in the county.

- b. Preparedness

The County will conduct preparedness activities to develop the response capabilities needed in the event an emergency. Among the preparedness activities included in our emergency management program are:

- 1) Providing emergency equipment and facilities.
- 2) Emergency planning, including maintaining this plan, its annexes, and appropriate SOPs.
- 3) Conducting or arranging appropriate training for emergency responders, emergency management personnel, other local officials, and volunteer groups who assist us during emergencies.
- 4) Conducting all drills and training published in Brazoria County's Three-year Training and Education Plan.

- c. Response

Brazoria County will respond to emergency situations effectively and efficiently. The focus of most of this plan and its annexes is on planning for the response to emergencies. Response operations are intended to resolve an emergency situation while minimizing casualties and property damage. Response activities include warning, emergency medical services, firefighting, law enforcement operations, evacuation, shelter and mass care, emergency public information, search and rescue, as well as other associated functions.

- d. Recovery

If a disaster occurs, we will carry out a recovery program that involves both short-term and long-term efforts. Short-term operations seek to restore vital services to the community and provide for the basic needs of the public. Long-term recovery focuses

on restoring the community to its normal state. The federal government, pursuant to the Stafford Act, provides the vast majority of disaster recovery assistance. The recovery process includes assistance to individuals, businesses, and to government and other public institutions. Examples of recovery programs include temporary housing, restoration of government services, debris removal, restoration of utilities, disaster mental health services, and reconstruction of damaged roads and bridges. Our recovery program is outlined in Annex J, Recovery.

VI. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. Organization

1. General

Brazoria County departments and agencies have emergency functions in addition to their normal day-to-day duties. During emergency situations, normal organizational arrangements are modified to facilitate emergency operations. The governmental organization for emergencies includes an executive group, emergency services, and support services. Attachment 3 depicts Brazoria County's emergency organization.

2. Executive Group

The Executive Group provides guidance and direction for emergency management programs and for emergency response and recovery operations. The Executive Group includes the County Judge, the Sheriff, and the Emergency Management Coordinator. Other authorities may participate in the Executive Group, including State representatives and local leaders of industry.

3. Emergency Services

Emergency Services include the Incident Commander and those departments, agencies, and groups with primary emergency response actions. The incident commander is the person in charge at an incident site.

4. Emergency Support Services

This group includes departments and agencies that support and sustain emergency responders and also coordinate emergency assistance provided by organized volunteer organizations, business and industry, and other sources.

5. Volunteer and Other Services

This group includes organized volunteer groups and businesses who have agreed to provide certain support for emergency operations and sheltering.

B. Assignment of Responsibilities

1. General

For emergency functions, successful operations require a coordinated effort from a number of departments, agencies, and groups. To facilitate a coordinated effort, elected and appointed officials, departments and agency heads, and other personnel are assigned primary responsibility for planning and coordinating specific emergency functions. Generally, primary responsibility for an emergency function will be assigned to an individual from the department or agency that has legal responsibility for that function or possesses the most appropriate knowledge and skills. Other officials, departments, and agencies may be assigned support responsibilities for specific emergency functions. Attachment 4 summarizes the general emergency responsibilities of local officials, department and agency heads, and other personnel.

2. The individual having primary responsibility for an emergency function is normally responsible for coordinating preparation of and maintaining that portion of the emergency plan that addresses that function. Plan and annex assignments are outlined in Attachment 5. Listed below are general responsibilities assigned to the Executive Group, Emergency Services, Support Services, and other Support Agencies. Additional specific responsibilities can be found the functional annexes to this Basic Plan.
3. Executive Group Responsibilities
 - a. The Brazoria County Judge will:
 - 1) Establish objectives and priorities for the emergency management program and provide general policy guidance on the conduct of that program.
 - 2) Monitor the emergency response during disaster situations and provides direction where appropriate.
 - 3) Through the Public Information Officer, keep the public informed during emergency situations.
 - 4) With the assistance of the emergency management and legal staff, declare a local state of disaster, request the Governor declare a state of emergency, or invoke the emergency powers of government when necessary.
 - 5) Request assistance from other local governments or the State when necessary
 - 6) Direct activation of the MACC.
 - b. The Executive Assistant to the Judge will:
 - 1) Implement the policies and decisions of the County relating to emergency management.
 - 2) Assign emergency management program tasks to departments and agencies.
 - 3) Ensure that departments and agencies participate in emergency planning, training, and exercise activities.
 - c. The Emergency Management Coordinator will:
 - 1) Serve as the staff advisor to the Brazoria County Judge on emergency management matters.
 - 2) Keep the County Judge apprised of the County's preparedness status and emergency management needs.
 - 3) Coordinate local planning and preparedness activities and the maintenance of this plan.

- 4) Arrange appropriate training for local emergency management personnel and emergency responders.
- 5) Coordinate periodic emergency exercises to test the plan and training.
- 6) Manage the MACC, develop procedures for its operation, and conduct training for those who staff it.
- 7) Activate the MACC when required.
- 8) Perform day-to-day liaison with the state emergency management staff and other local emergency management personnel.
- 9) Coordinate with organized volunteer groups and businesses regarding emergency operations.

4. Common Responsibilities

All emergency services and support services will:

- a. Provide personnel, equipment, and supplies to support emergency operations upon request.
- b. Develop and maintain SOPs for emergency tasks.
- c. Provide trained personnel to staff the incident command post and MACC, and conduct emergency operations.
- d. Provide current information on emergency resources for inclusion in the Resource List in Appendix 1 to Annex M, Resource Management.
- e. Report information regarding emergency situations and damage to facilities and equipment to the Incident Commander or the MACC.

5. Emergency Services Responsibilities

- a. The Incident Commander will:
 - 1) Manage emergency response resources and operations at the incident site command post to resolve the emergency situation.
 - 2) Determine and implement required protective actions for response personnel and the public at an incident site.

- b. Warning.

- 1) Primary responsibility for this function is assigned to the Brazoria County Sheriff Office, who will prepare and maintain Annex A (Warning) to this plan and supporting SOPs.
 - 2) Emergency tasks to be performed include:
 - a) Receive information on emergency situations.
 - b) Alert key local officials to emergency situations.
 - c) Disseminate warning information and instructions to the public through available warning systems.
 - d) Disseminate warning and instructions to special facilities such as schools and hospitals.
- c. Communications.
- 1) Primary responsibility for this function is assigned to the Communications Officer of the Brazoria County Sheriff's Office who will prepare and maintain Annex B (Communications) to this plan and supporting SOPs.
 - 2) Emergency tasks to be performed include:
 - a) Identify the communications systems available with the local area and determine the connectivity of those systems.
 - b) Develop plans and procedures for coordinated use of the various communications systems available in this jurisdiction during emergencies.
 - c) Determine and implement means of augmenting communications during emergencies, including support by volunteer organizations.
- d. Radiological Protection.
- 1) Primary responsibility for this function is assigned to the Brazoria County Office of Emergency Management. They will prepare and maintain Annex D, Radiological Protection, to this plan and supporting SOPs.
 - 2) Emergency tasks to be performed include:
 - a) Respond to radiological incidents and terrorist incidents involving radiological materials.
 - b) Make notification concerning radiological incidents to state and federal authorities.
- e. Evacuation.
- 1) Primary responsibility for this function is assigned to the Brazoria County Office of Emergency Management. They will prepare and maintain Annex E (Evacuation) to this plan and supporting SOPs.
 - 2) Emergency tasks to be performed include:

- a) Identify areas where evacuation has occurred or may in the future and determine size of population at risk.
 - b) Perform evacuation planning for known risk areas to include route selection and determination of traffic control requirements.
 - c) Develop simplified planning procedures for ad hoc evacuations.
 - d) Determine emergency public information requirements.
 - e) Assist with evacuation planning for special needs facilities (schools, hospitals, nursing homes, and other institutions).
- f. Firefighting.
- 1) Primary responsibility for this function is assigned to the County Fire Marshal. He will prepare and maintain Annex F, Firefighting to this plan and supporting SOPs.
 - 2) Emergency tasks to be performed include:
 - a) Fire prevention activities.
 - b) Fire detection and control.
 - c) Hazardous material and oil spill response.
 - d) Terrorist incident response.
 - e) Evacuation support.
 - f) Post-incident reconnaissance and damage assessment.
 - g) Fire safety inspection of temporary shelters.
 - h) Prepare and maintain fire resource inventory.
- g. Law Enforcement.
- 1) Primary responsibility for this function is assigned to with the Patrol and Administrative Captains of the Brazoria County Sheriff's Office. They will prepare and maintain Annex G (Law Enforcement) to this plan and supporting SOPs.
 - 2) Emergency tasks to be performed include:
 - a) Maintenance of law and order.
 - b) Traffic control.
 - c) Terrorist incident response.
 - d) Provision of security for vital facilities, evacuated areas, and shelters.
 - e) Access control for damaged or contaminated areas.
 - f) Warning support.
 - g) Post-incident reconnaissance and damage assessment.
 - h) Prepare and maintain law enforcement resource inventory.
- h. Health and Medical Services.
- 1) Primary responsibility for this function is assigned to the Director of the Brazoria County Health Department. She will prepare and maintain Annex H (Health & Medical Services) to this plan and supporting SOPs.
 - 2) Emergency tasks to be performed include:

- a) Coordinate health and medical care support during emergency situations.
 - b) Public health information and education.
 - c) Inspection of food and water supplies.
 - d) Develop emergency public health regulations and orders.
 - e) Assist with shelter population counts and disease monitoring
 - f) Coordinate collection, identification, and interment of deceased victims.
- i. Direction and Control.
- 1) Primary responsibility for this function is assigned to the Brazoria County Office of Emergency Management. They will prepare and maintain Annex N (Direction & Control) to this plan and supporting SOPs.
 - 2) Emergency tasks to be performed include:
 - a) Direct and control our local operating forces.
 - b) Maintain coordination with neighboring jurisdictions and the Disaster District Chair in Texas City.
 - c) Maintain the MACC in an operating mode or be able to convert the designated facility space into an operable MACC rapidly.
 - d) Assigns representatives, by title, to report to the MACC and develops procedures for crisis training.
 - e) Develops and identifies the duties of the staff, use of displays and message forms, and procedures for MACC activation.
 - f) Coordinates the evacuation of areas at risk.
- j. Hazardous Materials & Oil Spill.
- 1) The primary responsibility for this function is assigned to the Brazoria County Emergency Management, or others as appropriate, who will prepare and maintain Annex Q, Hazardous Material & Oil Spill Response to this plan and supporting SOPs.
 - 2) Emergency tasks to be performed include:
 - a) In accordance with OSHA regulations, establish ICS to manage the response to hazardous materials incidents.
 - b) Establish the hazmat incident functional areas (e.g., Hot Zone, Cool Zone, Cold Zone, etc.)
 - c) Determine and implement requirements for personal protective equipment for emergency responders.
 - d) Initiate appropriate actions to control and eliminate the hazard in accordance with established hazmat response guidance and SOPs.
 - e) Determine areas at risk and which public protective actions, if any, should be implemented.
 - f) Apply appropriate firefighting techniques if the incident has, or may, result in a fire.
 - g) Determines when affected areas may be safely reentered.
 - h) Work with Industry via the LEPC to remain aware of hazardous chemicals in the County.
- k. Search & Rescue.

- 1) The primary responsibility for this function is assigned to the Patrol Captain of the Sheriff's Office, who will prepare and maintain Annex R (Search and Rescue) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Coordinate and conduct search and rescue activities.
 - b) Identify requirements for specialized resources to support rescue operations.
 - c) Coordinate external technical assistance and equipment support for search and rescue operations.

I. Terrorist Incident Response.

- 1) Primary responsibility for this function is assigned to the Patrol Captain of the Brazoria County Sheriff's Office, who will prepare and maintain Annex V (Terrorist Incident Response) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Coordinate and carry out defensive anti-terrorist activities, including criminal intelligence, investigation, protection of facilities, and public awareness activities.
 - b) Coordinate and carry out offensive counter-terrorist operations to neutralize terrorist activities.
 - c) Carry out terrorism consequence operations conducted in the aftermath of a terrorist incident to save lives and protect public and private property.
 - d) Ensure required notification of terrorist incidents is made to state and federal authorities.

6. Support Services Responsibilities

a. Shelter and Mass Care.

- 1) Primary responsibility for this function is assigned to the Brazoria County Office of Emergency Management, who will prepare and maintain Annex C, Shelter and Mass Care to this plan and supporting SOPs
- 2) Emergency tasks to be performed include:
 - a) Perform emergency shelter and mass care planning.
 - b) Coordinate and conduct shelter and mass care operations with our other departments, relief agencies, and volunteer groups.

b. Public Information.

- 1) Primary responsibility for this function is assigned to the Brazoria County Public Information Officer, who will prepare and maintain Annex I, Public Information to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:

- a) Establish a Joint Information Center (JIC)
- b) Conduct on-going hazard awareness and public education programs.
- c) Pursuant to the Joint Information System (JIS), compile and release information and instructions for the public during emergency situations and respond to questions relating to emergency operations.
- d) Provide information to the media and the public during emergency situations.
- e) Arrange for media briefings.
- f) Compiles print, video, and photo documentation of emergency situations.

c. Recovery.

- 1) Primary responsibility for this function is assigned to the Brazoria County Office of Emergency Management and other county departments, as appropriate, who will prepare and maintain Annex J, Recovery to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Establish and train a damage assessment team using local personnel. Coordinate the efforts of that team with state and federal damage assessment personnel who may be dispatched to assist us.
 - b) Assess and compile information on damage to public and private property and needs of disaster victims and formulate and carry out programs to fill those needs.
 - c) If damages are beyond our capability to deal with, compile information for use by our elected officials in requesting state or federal disaster assistance.
 - d) If we are determined to be eligible for state or federal disaster assistance, coordinate with state and federal agencies to carry out authorized recovery programs.

d. Engineering.

- 1) Primary responsibility for this function is assigned to the Brazoria County Engineer, who will prepare and maintain Annex K, Engineering, to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Protect government facilities and vital equipment where possible.
 - b) Assess damage to streets, bridges, traffic control devices, and other public facilities.
 - c) Direct temporary repair of vital facilities.
 - d) Restore damaged roads and bridges.
 - e) Arrange for debris removal.
 - f) General damage assessment support.
 - g) Building inspection support.
 - h) Provide specialized equipment to support emergency operations.
 - i) Support traffic control and search and rescue operations.

e. Utilities.

- 1) Primary responsibility for this function is assigned to the Brazoria County Engineer or others as appropriate, who will prepare and maintain Annex L (Energy and Utilities) to this plan and supporting SOPs.
 - 2) Emergency tasks to be performed include:
 - a) Prioritize restoration of utility service to vital facilities and other facilities.
 - b) Arrange for the provision of emergency power sources where required.
 - c) Monitor recovery activities of privately-owned utilities.
- f. Resource Management.
- 1) Primary responsibility for this function is assigned to the Brazoria County Purchasing Director, or others as appropriate, who will prepare and maintain Annex M Resource Management to this plan and supporting SOPs
 - 2) Emergency tasks to be performed include:
 - a) Maintain an inventory of emergency resources.
 - b) During emergency operations, locate supplies and equipment, to meet specific needs.
 - c) Maintain a list of suppliers for supplies and equipment needed immediately in the aftermath of an emergency.
 - d) Follow established emergency purchasing procedures and coordinate emergency procurements.
 - e) Establish staging areas for resources, if required.
 - f) During emergency operations, identify to the Donations Management Coordinator those goods, services, and personnel that are needed.
 - g) Maintain records of emergency-related expenditures for purchases and personnel.
- g. Human Services.
- 1) Primary responsibility for this function is assigned to the Community Services Director of the United Way of Brazoria County who will prepare and maintain Annex O (Human Services) to this plan and supporting SOPs
 - 2) Emergency tasks to be performed include:
 - a) Identify emergency feeding sites.
 - b) Identify sources of clothing for disaster victims.
 - c) Secure emergency food supplies.
 - d) Coordinate the operation of shelter facilities, whether operated by local government, local volunteer groups, or organized disaster relief agencies such as the American Red Cross.
 - e) Coordinate special care requirements for disaster victims such as the aged, special needs individuals, and others.
 - f) Coordinate the provision of disaster mental health services to disaster victims, emergency workers, and/or others suffering trauma due to the emergency incident/disaster.

h. Hazard Mitigation.

- 1) The primary responsibility for this function is assigned to the Brazoria County Office of Emergency Management, who will prepare and maintain Annex P (Hazard Mitigation) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Maintain the local Hazard Analysis.
 - b) Identify beneficial pre-disaster hazard mitigation projects and seek approval from local officials to implement such projects.
 - c) In the aftermath of an emergency, determine appropriate actions to mitigate the situation and coordinate implementation of those actions.
 - d) Coordinate and carry out post-disaster hazard mitigation program.

i. Transportation.

- 1) The primary responsibility for this function is assigned to the Brazoria County Office of Emergency Management, who will prepare and maintain Annex S (Transportation) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Identify local public and private transportation resources and coordinates their use in emergencies.
 - b) Coordinate deployment of transportation equipment to support emergency operations.
 - c) Establish and maintain a reserve pool of drivers, maintenance personnel, parts, and tools.
 - d) Maintain records on use of transportation equipment and personnel for purpose of possible reimbursement.

j. Donations Management.

- 1) The primary responsibility for this function is assigned to the Brazoria County Office of Emergency Management, who will prepare and maintain Annex T (Donations Management) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Compile resource requirements identified by the Resource Management staff.
 - b) Solicit donations to meet known needs.
 - c) Establish and implement procedures to receive, accept or turn down offers of donated goods and services, and provide instructions to donors of needed goods or services.
 - d) Establish a facility to receive, sort, and distribute donated goods.

k. Legal.

- 1) The primary responsibility for this function is assigned to the Brazoria County District Attorney's Civil Office, who will prepare and maintain Annex U (Legal) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Advise local officials on emergency powers of local government and procedures for invoking those measures.
 - b) Review and advise our officials on possible legal issues arising from disaster operations.
 - c) Prepare and/or recommend legislation to implement the emergency powers that may be required during and emergency.
 - d) Advise local officials and department heads on record-keeping requirements and other documentation necessary for the exercising of emergency powers.
- I. Department and agency heads not assigned a specific function in this plan will be prepared to make their resources available for emergency duty at the direction of our chief elected official.

7. Volunteer & Other Services

- a. Volunteer Groups. The following are local volunteer agencies that can provide disaster relief services and traditionally have coordinated their efforts with our local government:

- 1) The Homeland Preparedness Project

Provides shelter management, and supports all missions that require vetted volunteers. Organize and train Citizen Emergency Response Teams, the Medical Reserve Corp, and the Fire Corp.

- 2) The Salvation Army.

Provides emergency assistance to include mass and mobile feeding, temporary shelter, counseling, missing person services, medical assistance, and the warehousing and distribution of donated good including food clothing, and household items. It also provides referrals to government and private agencies for special services.

- 3) Southern Baptist Convention Disaster Relief.

Provides mobile feeding units staffed by volunteers. Active in providing disaster childcare, the agency has several mobile childcare units. Can also assist with clean-up activities, temporary repairs, reconstruction, counseling, and bilingual services.

- 4) ARES – Amateur Radio Emergency Services

The Amateur Radio Emergency Service provides amateur radio support for emergency operations, including communications support in the EOC.

5) United Way of Brazoria County.

Provides recovery support by hosting the Long Term Recovery Committee and accepting monetary donations in support of local relief efforts.

b. Business Support.

The following businesses have agreed to provide support for emergency operations as indicated:

DOW Chemical
INEOS
BASF
Mammoet
CenterPoint Energy
Olin
Phillips 66

VII. DIRECTION AND CONTROL

A. General

1. The Brazoria County Judge is responsible for establishing objectives and policies for emergency management and providing general guidance for disaster response and recovery operations, all in compliance with the NIMS. During disasters, he/she may carry out those responsibilities from the MACC.
2. The EMC for Brazoria County will provide overall direction of the response activities of all our departments. During major emergencies and disaster, he or she will normally carry out those responsibilities from the MACC.
3. The Deputy EMC and Fire Marshal(Deputy EMC) for Brazoria County will manage the MACC.
4. The Incident Commander, assisted by a staff sufficient for the tasks to be performed, will manage the emergency response at the incident site.
5. During emergency operations, department heads will retain administrative and policy control over their employees and equipment. However, personnel and equipment will carry out mission assignments directed by the incident commander. Each department and agency are responsible for having its own operating procedures to be followed during response operations, but interagency procedures, such as a common communications protocol, may be adopted to facilitate coordinated effort.
6. If County resources are insufficient or inappropriate to deal with an emergency situation, we may request assistance from other jurisdictions, organized volunteer groups, or the

State. The process for requesting State or federal assistance is covered in section V.F of this plan; see also the Emergency Resource Request form in Annex M, Appendix 2. External agencies are expected to conform to the general guidance and directed provided by our senior decision-makers.

B. Emergency Facilities

1. Incident Command Post. Except when an emergency situation threatens, but has not yet occurred, and those situations for which there is no specific hazard impact site (such as a severe winter storm or area-wide utility outage), an incident command post or command posts will be established in the vicinity of the incident site(s). As noted previously, the incident commander will be responsible for directing the emergency response and managing the resources at the incident scene.
2. Multi Agency Coordination Center. When major emergencies and disasters have occurred or appear imminent, we will activate our MACC, which is located at the Brazoria County Emergency Operations Center, at 520 North Front St. in Angleton, TX. The MACC is set up and mission ready at all times.
3. The following individuals are authorized to activate the MACC:
 - a. The Brazoria County Judge
 - b. The Senior Judge of the County Court at Law
 - c. The Brazoria County EMC
4. The general responsibilities of the MACC are to:
 - a. Assemble accurate information on the emergency situation and current resource data to allow local officials to make informed decisions on courses of action.
 - b. Working with representatives of emergency services, determine and prioritize required response actions and coordinate their implementation.
 - c. Provide resource support for emergency operations.
 - d. Suspend or curtail government services, recommend the closure of schools and businesses, and cancellation of public events.
 - e. Organize and activate large-scale evacuation and mass care operations.
 - f. Provide emergency information to the public.
5. Representatives of those departments and agencies assigned emergency functions in this plan will staff the MACC. MACC operations are addressed in Annex N (Direction and Control). The interface between the MACC and the incident command post is described in paragraph V.E above.
6. Our Alternate MACC is located at the Brazoria County North Service Center at 2508 N. Gordon St. in Alvin, TX. This facility will be used if our primary EOC becomes unusable.

7. There is a mobile command and control vehicle, operated by the Brazoria County Sheriff's Office, which may be used as an incident command post.

C. Line of Succession

1. The line of succession for the Brazoria County Judge is:
 - a. The County Judge
 - b. The County Commissioner Precinct #1
 - c. The County Commissioner Precinct #3
2. The line of succession for the Executive Assistant to the Judge is:

The Chief Court Coordinator
3. The line of succession for the Emergency Management Coordinator is:
 - a. The Deputy County EMC
 - b. The County Fire Marshal
4. The lines of succession for each of our department and agency heads shall be in accordance with the SOPs established by those departments and agencies.

VIII. READINESS LEVELS

- A.** Many emergencies follow some recognizable build-up period during which actions can be taken to achieve a gradually increasing state of readiness. We use a four-tier system. Readiness Levels will be determined by the County Judge or, for certain circumstances, the Emergency Management Coordinator. General actions to be taken at each readiness level are outlined in the annexes to this plan; more specific actions will be detailed in departmental or agency SOPs.
- B.** The following Readiness Levels will be used as a means of increasing our alert posture.
 1. Level IV: Normal Conditions
 - a. Emergency incidents occur and local officials are notified. One or more departments or agencies respond to handle the incident; an incident command post may be established. Limited assistance may be requested from other jurisdictions pursuant to established inter-local agreements.
 - b. The normal operations of government are not affected.
 2. Level III: Increased Readiness

- a. Increased Readiness refers to a situation that presents a greater potential threat than “Level 4”, but poses no immediate threat to life and/or property. Increased readiness actions may be appropriate when the situations similar to the following occur:
 - 1) Tropical Weather Threat. A tropical weather system has developed that has the potential to impact the local area. Readiness actions may include regular situation monitoring, a review of plans and resource status, determining staff availability and placing personnel on-call.
 - 2) Tornado Watch indicates possibility of tornado development. Readiness actions may include increased situation monitoring and placing selected staff on alert.
 - 3) Flash Flood or Flood Watch indicates flash flooding is possible due to heavy rains occurring or expected to occur. Readiness actions may include increased situation monitoring, reconnaissance of known trouble spots, deploying warning signs.
 - 4) Wildfire Threat. During periods of extreme wildfire threat, readiness actions may include deploying additional resources to areas most at risk, arranging for standby commercial water tanker support, conducting daily aerial reconnaissance, or initiating burn bans.
 - 5) Mass Gathering. For mass gatherings with previous history of problems, readiness actions may include reviewing security, traffic control, fire protection, and first aid planning with organizers and determining additional requirements.
 - b. Declaration of “Level 3” will generally require the initiation of the “Increased Readiness” activities identified in each annex to this plan.
3. Level II: High Readiness
- a. High Readiness refers to a situation with a significant potential and probability of causing loss of life and/or property. This condition will normally require some degree of warning to the public. Actions could be triggered by severe weather warning information issued by the National Weather Service such as:
 - 1) Tropical Weather Threat. A tropical weather system may impact the local area within 72 hours. Readiness actions may include continuous storm monitoring, identifying worst-case decision points, increasing preparedness of personnel and equipment, updating evacuation checklists, verifying evacuation route status, and providing the public information for techniques to protect homes and businesses on the evacuation routes.
 - 2) Tornado Warning. Issued when a tornado has actually been sighted in the vicinity or indicated by radio, and may strike in the local area. Readiness actions may include activating the MACC, continuous situation monitoring, and notifying the public about the warning.
 - 3) Flash Flood or Flood Warning. Issued to alert persons that flash flooding is imminent or occurring on certain streams or in designated areas, and immediate action should be taken. Readiness actions may include notifying the public about

the warning, evacuating low-lying areas, open shelters to house evacuees, and continuous situation monitoring.

- 4) Winter Storm Warning. Issued when snow, sleet, or freezing rain are forecast to occur separately or in a combination. Readiness actions may include preparing for possible power outages, putting road crews on stand-by to sand the roads, and continuous situation monitoring.
- 5) Mass Gathering. Civil disorder with relatively large-scale localized violence is imminent. Readiness actions may include increased law enforcement presence, putting hospitals and fire departments on alert and continuous situation monitoring.

- b. Declaration of a "Level 2" will generally require the initiation of the "High Readiness" activities identified in each annex to this plan.

4. Level I: Maximum Readiness

- a. Maximum Readiness refers to situation that hazardous conditions are imminent. This condition denotes a greater sense of danger and urgency than associated with a "Level 2" event. Actions could also be generated by severe weather warning information issued by the National Weather Service combined with factors making the event more imminent.

- 1) Tropical Weather Threat. The evacuation decision period is nearing for an approaching tropical weather system that may impact the local area. Readiness actions may include continuous situation monitoring, cull activation of the MACC, recommending precautionary actions for special facilities, placing emergency personnel and equipment into position for emergency operations, and preparing public transportation resources for evacuation support.
- 2) Tornado Warning. Tornado has been sighted especially close to a populated area or moving towards a populated area. Readiness actions may include taking immediate shelter and put damage assessment teams on stand-by.
- 3) Flash Flood or Flood Warning. Flooding is imminent or occurring at specific locations. Readiness actions may include evacuations, putting rescue teams on alert, sheltering evacuees and/or others displaced by the flooding, and continuous monitoring of the situation.
- 4) Mass Gathering. Civil disorder is about to erupt into large-scale and widespread violence. Readiness actions may include having all EMS units on stand-by, all law enforcement present for duty, notifying the DDC that assistance may be needed and keep them apprised of the situation, and continuous situation monitoring is required.

- b. Declaration of "Level 1" will generally require the initiation of the "Maximum Readiness" activities identified in each annex to this plan.

IX. ADMINISTRATION AND SUPPORT

A. Agreements and Contracts

1. Should our local resources prove to be inadequate during an emergency; requests will be made for assistance from other local jurisdictions, other agencies, and industry, in accordance with existing mutual-aid agreements and contracts, and those agreements and contracts concluded during the emergency. Such assistance may include equipment, supplies, or personnel. All agreements will be entered into by authorized officials and should be in writing whenever possible. Agreements and contracts should identify the local officials authorized to request assistance pursuant to those documents.
2. In an effort

B. Reports

3. Hazardous Materials Spill Reporting. If we are responsible for a release of hazardous materials of a type or quantity that must be reported to state and federal agencies, the department or agency responsible for the spill shall make the required report. See Annex Q, Hazardous Materials and Oil Spill Response, for more information. If the party responsible for a reportable spill cannot be located, the Incident Commander shall ensure that the required report(s) are made.
4. Initial Emergency Report. This short report should be prepared and transmitted by the MACC when an on-going emergency incident appears likely to worsen and we may need assistance from other local governments or the State. See Annex N, Direction and Control for the format and instructions for this report.
5. Situation Report. A daily situation report should be prepared and distributed by the MACC during major emergencies or disasters. See Annex N, Direction and Control, for the format of and instructions for this report.
6. Other Reports. Several other reports covering specific functions are described in the annexes to this plan.

C. Records

1. Record Keeping for Emergency Operations

Brazoria County is responsible for establishing the administrative controls necessary to manage the expenditure of funds and to provide reasonable accountability and justification for expenditures made to support emergency operations. This shall be done in accordance with the established local fiscal policies and standard cost accounting procedures.

- a. Position Logs via Web EOC: The Incident Command Post and the MACC shall maintain accurate logs recording key events, including:
 - 1) Activation or deactivation of emergency facilities.
 - 2) Emergency notifications to other local governments and to state and federal agencies.
 - 3) Significant changes in the emergency situation.
 - 4) Major commitments of resources or requests for additional resources from external sources.
 - 5) Issuance of protective action recommendations to the public.
 - 6) Evacuations.
 - 7) Casualties.
 - 8) Containment or termination of the incident.
- b. Incident Costs. All department and agencies shall maintain records summarizing the use of personnel, equipment, and supplies during the response to day-to-day incidents to obtain an estimate of annual emergency response costs that can be used as in preparing future department or agency budgets.
- c. Emergency or Disaster Costs. For major emergencies or disasters, all departments and agencies participating in the emergency response shall maintain detailed of costs for emergency operations to include:
 - 1) Personnel costs, especially overtime costs
 - 2) Equipment operations costs
 - 3) Costs for leased or rented equipment
 - 4) Costs for contract services to support emergency operations
 - 5) Costs of specialized supplies expended for emergency operations

These records may be used to recover costs from the responsible party or insurers or as a basis for requesting financial assistance for certain allowable response and recovery costs from the state and/or federal government.

2. Preservation of Records

- a. In order to continue normal government operations following an emergency situation disaster, vital records must be protected. These include legal documents as well as property and tax records. The principal causes of damage to records are fire and water; therefore, essential records should be protected accordingly. Each agency responsible for preparation of annexes to this plan will include protection of vital records in its SOPs.
- b. If records are damaged during an emergency situation, we will seek professional assistance to preserve and restore them.

D. Training

It will be the responsibility of each agency director to ensure that agency personnel, in accordance with the NIMS, possess the level of training, experience, credentialing, currency, physical and medical fitness, or capability for any positions they are tasked to fill.

E. Consumer Protection

Consumer complaints regarding alleged unfair or illegal business practices often occur in the aftermath of a disaster. Such complaints will be referred to the County District Attorney, who will pass such complaints to the Consumer Protection Division of the Office of the Attorney General.

F. Post-Incident and Exercise Review

The Office of Emergency Management is responsible for organizing and conducting a critique following the conclusion of a significant emergency event/incident or exercise. The After-Action Report (AAR) will entail both written and verbal input from all appropriate participants. An Improvement Plan will be developed based on the deficiencies identified, and an individual, department, or agency will be assigned responsibility for correcting the deficiency and a due date shall be established for that action.

X. PLAN DEVELOPMENT AND MAINTENANCE
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A. Plan Development

The County Judge and the Mayors of the Joint Resolution Cities are responsible for approving and promulgating this plan.

B. Distribution of Planning Documents

1. The County Judge shall determine the distribution of this plan and its annexes. Copies of plans and annexes shall be distributed to those individuals, departments, agencies, and organizations tasked in this document. Copies will also be set aside for the MACC and other emergency facilities. This can be accomplished via digital means, as necessary.
2. Attachment 1 is a distribution list that indicates who receives copies of this plan and the various annexes to it. Individuals who receive annexes to the basic plan should also receive a copy of this plan, because the Basic Plan describes our emergency management organization and basic operational concepts. Electronic copies are acceptable.

C. Review

The Basic Plan and its annexes shall be reviewed annually by local officials. The County Judge or EMC will establish a schedule for annual review of planning documents by those tasked in them.

D. Updates

1. This plan will be updated based upon deficiencies identified during actual emergency situations and exercises and when changes in threat hazards, resources and capabilities, or government structure occur.

2. The Basic Plan and its annexes must be revised or updated by a formal change at least **every five years**. Responsibility for revising or updating the Basic Plan is assigned to the OEM. Responsibility for revising or updating the annexes to this plan is outlined in Section VI.B, Assignment of Responsibilities, as well as in each annex. For details on the methods of updating planning documents as well as more information on when changes should be made, refer to Chapter 3 of the Texas Division of Emergency Management (TDEM) *Local Emergency Management Planning Guide* (TDEM-10).
3. Revised or updated planning documents will be provided to all departments, agencies, and individuals tasked in those documents.
4. §418.043(4) of the Government Code provides that TDEM shall review local emergency management plans. The process for submitting new or updated planning documents to DEM is described in Chapter 6 of the DEM-10. The County Judge or EMC is responsible for submitting copies of planning documents to our TDEM Regional Liaison Officer for review.

ATTACHMENTS:

1. Distribution List
2. References
3. Organization for Emergency Management
4. Functional Responsibility Matrix
5. Annex Assignments
6. Summary of Agreements & Contracts
7. National Incident Management System Summary

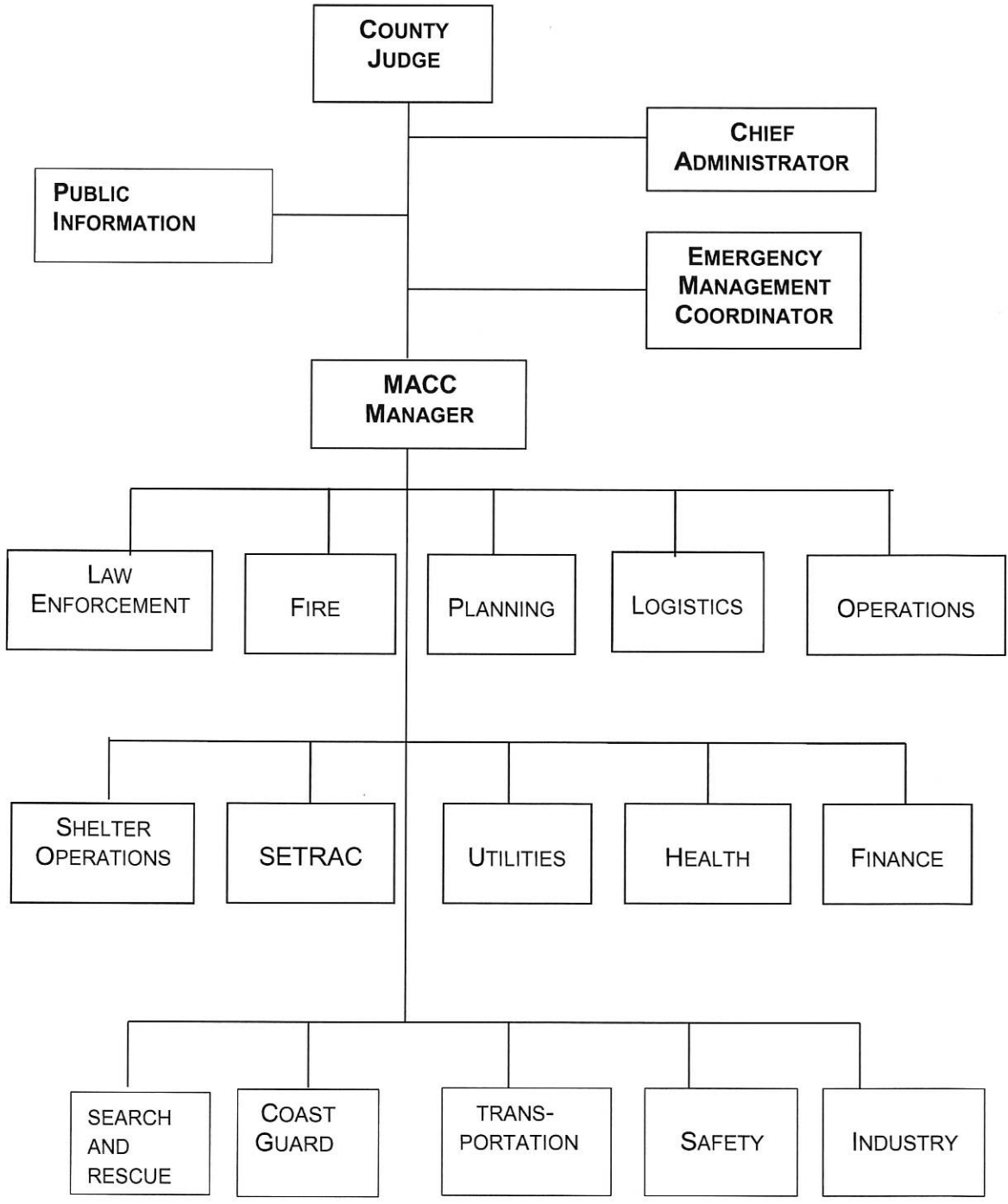
ATTACHMENT 1 DISTRIBUTION LIST

<u>Jurisdiction/Agency Plan</u>	<u>Basic Plan</u>	<u>Annexes</u>
EOC Reference Library	2	All
County Judge	1	All
Each County Commissioner	1	All
EMC	1	All
Asst. to the Judge	1	All
County Sheriff	2	All
Each Constable	1	All
Fire Chiefs	2	All
Fire Marshal	1	All
Community Services Director	1	C, E, O
County Health Authority	1	C, D, H, O, Q
Tax Assessor	1	J, M
County Engineer	1	E, G, J, K, L
Human Resources Director	1	C, M, O, T
County Attorney	1	All
Justices of the Peace	1	G, H, N
RACES Officer	1	All
UTMB A-D, CHI St. Luke's, and Sweeny Hospitals	1	C, E, S
County Agricultural Extension	1	E, H
ISDs	1	C, E, H, O
County Local Emergency Planning Committee	1	All
American Red Cross	1	J
The Salvation Army	1	C, E, J, O, T
Southern Baptist Convention Disaster Relief	1	C, E, J, O, T
TDEM Regional Liaison Officer	1	All

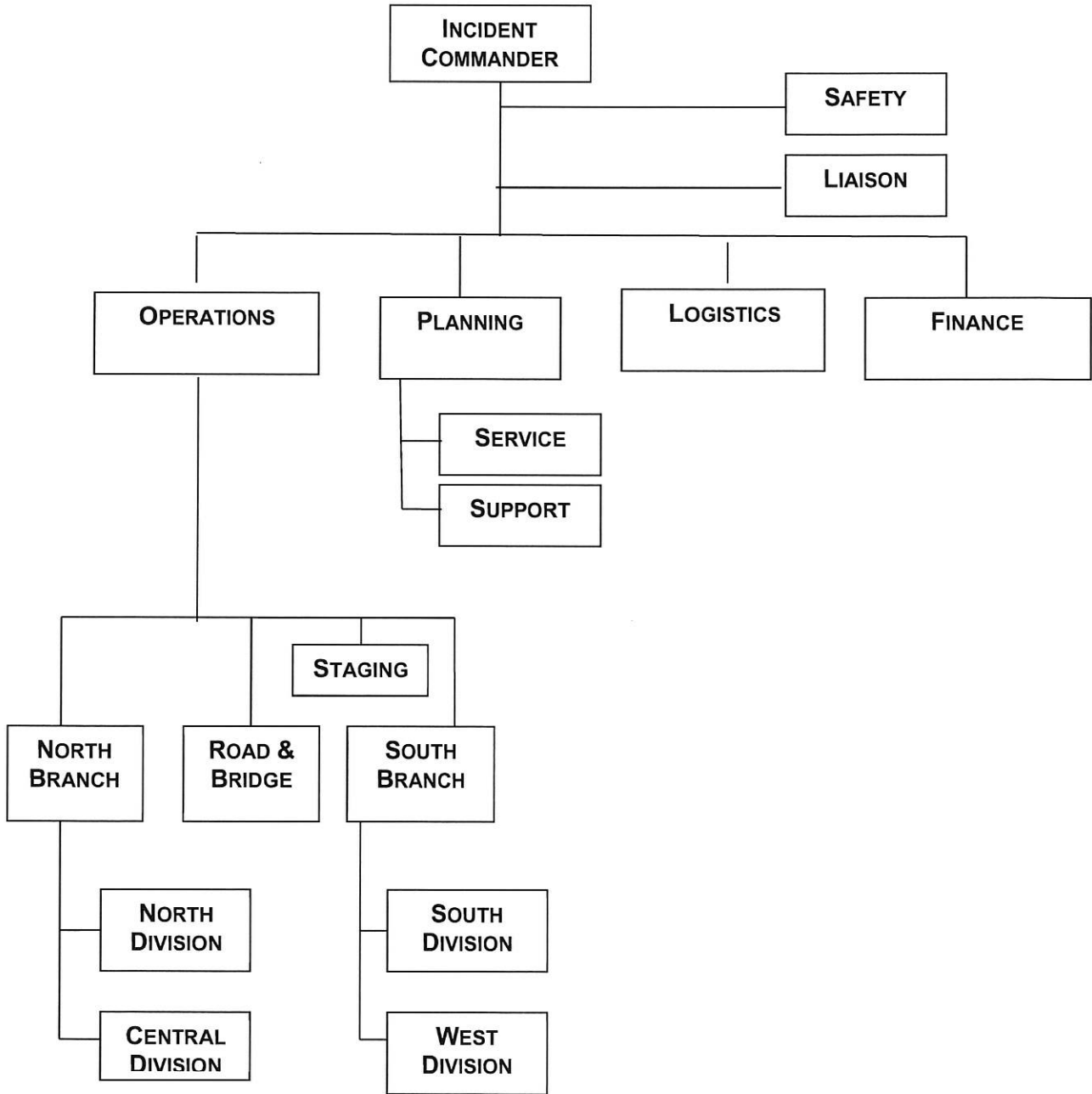
**ATTACHMENT 2
REFERENCES**

1. Texas Division of Emergency Management, *Local Emergency Management Planning Guide*, DEM-10
2. Texas Division of Emergency Management, *Disaster Recovery Manual*
3. Texas Division of Emergency Management, *Mitigation Handbook*
4. FEMA, Independent Study Course, IS-288: *The Role of Voluntary Organizations in Emergency Management*
5. FEMA, Comprehensive Preparedness Guide (CPG 101)
6. U. S. Department of Homeland Security, *National Response Plan*
7. Texas Government Code, Section 418.108, Declaration of Local Disaster
8. 79th Texas Legislature, *House Bill 3111*

**ATTACHMENT 3
ORGANIZATION FOR EMERGENCY MANAGEMENT**



**ATTACHMENT 3
ORGANIZATION FOR EMERGENCY MANAGEMENT**



**ATTACHMENT 4
EMERGENCY MANAGEMENT FUNCTIONAL RESPONSIBILITIES**

	Warning	Communications	Shelter & Mass Care	Radiological Protection	Evacuation	Firefighting	Law Enforcement	Health & Medical	Public Information	Recovery	Public Works & Engineering	Utilities	Resource Management	Direction & Control	Human Services	Hazard Mitigation	Hazmat & Oil Spill Response	Search & Rescue	Transportation	Donations Management	Legal	Terrorist Incident Response	
County Judge	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Asst. to Judge									S	S			S							S			
EMC	S	C	C	P	S	C	C	C	C	C	C	C	S	P	C	P	P	C	C	P	C	C	C
Law Enforcement	P	P	S	S	P	S	P						S	S	S		S	P		S			P
Fire Service	S	S	S	S	S	S							S	S		S	S	S		S			S
County Engineer		S	S	S	S		S			S	P	P	S	S		S	S	S					S
Utilities		S								S		S	S	S		S	S			S			S
Health & Medical Services			S	S	S			P					S	S	S		S	S	S	S			S
Human Services			S		S								S		S	S				S			S
Community Services			S	S	S								S	S	S					S			S
Human Resources													S							S			
Tax Collector/Finance Dir.										P			S			S				S			
Transportation			S		S								S		S		S			P			S
County Attorney's Office					S								S			S				S	P		S
Search & Rescue					S									S				S					S
Red Cross										S					S								
County Purchasing Dept.													P										
County Pub. Info. Officer									P														
County Fire Marshal						P											S						
United Way of Brazoria Co.										S					P								

P – INDICATES PRIMARY RESPONSIBILITY
S – INDICATES SUPPORT RESPONSIBILITY
C – INDICATES COORDINATION RESPONSIBILITY

**ATTACHMENT 5
ANNEX ASSIGNMENTS**

ANNEX	ASSIGNED TO:
Annex A: Warning	Administrative Captain, BCSO
Annex B: Communications	Communications/IA, BCSO
Annex C: Shelter & Mass Care	County Office of Emergency Management
Annex D: Radiological Protection	County Office of Emergency Management
Annex E: Evacuation	County Office of Emergency Management
Annex F: Firefighting	Brazoria County Fire Marshal
Annex G: Law Enforcement	Patrol Captain, BCSO
Annex H: Health and Medical Services	County Health Department
Annex I: Public Information	County Public Information Officer
Annex J: Recovery	County Office of Emergency Management
Annex K: Public Works & Engineering	Brazoria County Engineer
Annex L: Utilities	Brazoria County Engineer
Annex M: Resource Management	County Purchasing Director
Annex N: Direction & Control	County Office of Emergency Management
Annex O: Human Services	County Director, United Way
Annex P: Hazard Mitigation	County Office of Emergency Management
Annex Q: Hazardous Materials & Oil Spill Response	County Office of Emergency Management
Annex R: Search & Rescue	Patrol Captain, BCSO
Annex S: Transportation	County Office of Emergency Management
Annex T: Donations Management	County Office of Emergency Management
Annex U: Legal	Civil County Attorney
Annex V: Terrorist Incident Response	Patrol Captain, BCSO
Annex W: Penalties	Civil County Attorney

ATTACHMENT 6
SUMMARY OF AGREEMENTS & CONTRACTS

Agreements

Description: U.S. Coast Guard
Summary of Provisions: Provide 2 people to the Brazoria County EOC
Officials Authorized to Implement: County EMC
Costs: 000.00
Copies Held By: Brazoria County & US Coast Guard

Description: ARES
Summary of Provisions: Provide Amateur Radio Equipment and Operators
Officials Authorized to Implement: T. "Sarge" Bowersmith & Steve Rosa
Costs: 000.00
Copies Held By: OEM & ARES

Description: Regional Mutual Aid Agreement
Summary of Provisions: Provide resources to regional partners
Officials Authorized to Implement: County EMC
Costs:
Copies Held By: Regional Partners

Contracts

Description: Debris Removal
Summary of Provisions: Debris removal, water, ice, generators, equipment as needed.
Officials Authorized to Implement: Commissioners Court
Costs: varies
Copies Held By: Purchasing Dept.

Description: Debris Removal Oversight
Summary of Provisions: Supervises Debris removal; completing accurate paperwork for reimbursement.
Officials Authorized to Implement: Commissioners Court
Costs: varies
Copies Held By: Director, Purchasing Dept.

Description: Port-a-cans & Garbage containers
Summary of Provisions: Port-a-cans and refuse containers
Officials Authorized to Implement: Commissioners Court
Costs: see contract
Copies Held By: Director, Purchasing Dept.

Description: Equipment Rental
Summary of Provisions: Provide various heavy equipment, as needed.
Officials Authorized to Implement: Commissioners Court
Costs: see contract
Copies Held By: Director, Purchasing Dept.

ATTACHMENT 6
SUMMARY OF AGREEMENTS & CONTRACTS (CONTINUED)

Description: Generator Rental

Summary of Provisions: Set up generator at courthouse and other buildings

Officials Authorized to Implement: Commissioners Court

Costs: See Contract

Copies Held By: Director, Purchasing Dept.

Description: Fuel

Summary of Provisions: Fuel for vehicles, generators, other equipment, as needed.

Officials Authorized to Implement: Commissioner's Court

Costs: See contract

Copies Held By: Director, Purchasing Dept.

ATTACHMENT 7 NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) SUMMARY
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A. BACKGROUND

1. NIMS is a comprehensive, national approach to incident management that is applicable to all jurisdictional levels and across functional disciplines. This system is suitable across a wide range of incidents and hazard scenarios, regardless of size or complexity. It provides a flexible framework for all phases of incident management, as well as requirements for processes, procedures, and systems designed to improve interoperability.
2. NIMS is a multifaceted system that provides a national framework for preparing for, preventing, responding to, and recovering from domestic incidents.

B. COMPONENTS

1. Command and Management. The incident management structures employed by NIMS can be used to manage emergency incidents or non-emergency events such as celebrations. The system works equally well for small incidents and large-scale emergency situations. The system has built-in flexibility to grow or shrink depending on current needs. It is a standardized system, so personnel from a variety of agencies and geographic locations can be rapidly incorporated into a common management structure.
 - a. Incident Management System. A system that can be used to manage emergency incidents or non-emergency events such as celebrations.

1) FEATURES OF ICS

ICS has a number of features that work together to make it a real management system. Among the primary attributes of ICS are:

- a) **Common Terminology**. ICS requires the use of common terminology, such as the use of standard titles for facilities and positions within an organization, to ensure efficient and clear communications.
- b) **Organizational Resources**. All resources including personnel, facilities, major equipment, and supply items used to support incident management activities must be "typed" with respect to capability. This typing will minimize confusion and enhance interoperability.
- c) **Manageable Span of Control**. Span of control should ideally vary from three to seven. Anything less or more requires expansion or consolidation of the organization.
- d) **Organizational Facilities**. Common terminology is used to define incident facilities, the activities conducted at these facilities, and the organizational positions that can be found working there.
- e) **Use of Position Titles**. All ICS positions have distinct titles.

- f) Reliance on an Incident Action Plan (IAP). The IAP, which may be verbal or written, is intended to provide supervisory personnel a common understanding of the situation and direction for future action. The plan includes a statement of objectives, organizational description, assignments, and support material such as maps. Written plans are desirable when two or more jurisdictions are involved, when state and/or federal agencies are assisting local response personnel, or there has been significant turnover in the incident staff.
- g) Integrated Communications. Integrated communications includes interfacing disparate communications as effectively as possible, planning for the use of all available systems and frequencies, and requiring the use of clear text in communications.
- h) Accountability. ICS is based on an orderly chain of command, check-in for all responders, and only one supervisor for each responder.

2) UNIFIED COMMAND

- a) Unified Command is a variant of ICS used when there is more than one agency or jurisdiction with responsibility for the incident or when personnel and equipment from a number of different agencies or jurisdictions are responding to it. This might occur when the incident site crosses jurisdictional boundaries or when an emergency situation involves matters for which state and/or federal agencies have regulatory responsibility or legal requirements.
- b) ICS Unified Command is intended to integrate the efforts of multiple agencies and jurisdictions. The major change from a normal ICS structure is at the top. In a Unified command, senior representatives of each agency or jurisdiction responding to the incident collectively agree on objectives, priorities, and an overall strategy or strategies to accomplish objectives; approve a coordinated Incident Action Plan; and designate an Operations Section Chief. The Operations Section Chief is responsible for managing available resources to achieve objectives. Agency and jurisdictional resources remain under the administrative control of their agencies or jurisdictions, but respond to mission assignments and direction provided by the Operations Section Chief based on the requirements of the Incident Action Plan.

3) AREA COMMAND

- a) An Area Command is intended for situations where there are multiple incidents that are each being managed by an ICS organization or to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command becomes Unified Area Command when incidents are multijurisdictional.
- b) The organization of an Area Command is different from a Unified Command in that there is no operations section, since all operations are conducted on-scene, at the separate ICPs.

- b. **Multiagency Coordination Systems.** Multiagency coordination systems may be required for incidents that require higher level resource management or information management. The components of multiagency coordination systems include facilities, equipment, EOCs, specific multiagency coordination entities, personnel, procedures, and communications; all of which are integrated into a common framework for coordinating and supporting incident management.
 - c. **Public Information.** The NIMS system fully integrates the ICS Joint Information System (JIS) and the Joint Information Center (JIC). The JIC is a physical location where public information staff involved in incident management activities can collocate to perform critical emergency information, crisis communications, and public affairs functions. More information on JICs can be obtained in the DHS *National Incident Management System Plan*, dated March 2004.
2. **Preparedness.** Preparedness activities include planning, training, and exercises as well as certification of response personnel, and equipment acquisition and certification. Activities would also include the creation of mutual aid agreements and Emergency Management Assistance Compacts. Any public information activities such as publication management would also be preparedness activities.
 3. **Resource Management.** All resources, such as equipment and personnel, must be identified and typed. Systems for describing, inventorying, requesting, and tracking resources must also be established.
 4. **Communications and Information Management.** Adherence to NIMS specified standards by all agencies ensures interoperability and compatibility in communications and information management.
 5. **Supporting Technologies.** This would include any technologies that enhance the capabilities essential to implementing the NIMS. For instance, voice and data communication systems, resource tracking systems, or data display systems.
 6. **Ongoing Management and Maintenance.** The NIMS National Integration Center provides strategic direction and oversight in support of routine review and continual refinement of both the system and its components over the long term.



City Council Agenda Item # 5

Title: Consideration and possible action approving an Ordinance amending Rules and Procedures for Council Agenda

Date: April 4, 2023

From: Tim Kelty, City Manager

Staff Recommendation:

Staff recommends approval of this ordinance.

Item Summary:

This Ordinance amends the Ordinance adopted by Council in August of last year that established specific procedures and deadlines for items to be placed on the city Council agenda. Included in this amendment is the language that *SPECIAL Council meetings may only be called in times of Declared Emergency or when action by Council is required on an item that cannot wait until the next scheduled REGULAR meetings because of approaching deadline(s).*

Background Information:

Regulations were originally adopted by Council in January of 2022, that established rules and deadlines for council members to place items on upcoming meetings. The rules were amended in August to provide additional rules which required specific documentation be submitted in support of requested items, limited the number of items that may be submitted for Council consideration on any single agenda, and limited items being reintroduced by the same council members for a certain time frame following its failure to be approved.

Since being amended in August, on multiple occasions, special meetings have been requested and held to include items that were not submitted by the posted deadline in accordance with the ordinance. The City Council has two regularly scheduled meetings every month intended to carry out the work of the Council. There are occasions however when special meetings are important and necessary. A good example of that is during the budget development and approval process. That process requires numerous meetings with council and public hearings prior to budget approval, and the state imposes strict deadlines that must be complied with. Other deadlines that sometimes may require special meetings are when we are facing deadlines for grant submittals or contractual obligations due to contractors holding their bids for specific timeframes.

Special Considerations: None

Financial Impact: Generally Calling special meetings can cost the city about \$500-800 per meeting.

Supporting Documentation: Ordinance.

ORDINANCE NO. 2023-2693

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE: AMENDING ORDINANCE 2022-2657 ESTABLISHING SPECIFIC PROCEDURES AND DEADLINES FOR ITEMS TO BE PLACED ON THE CITY COUNCIL AGENDA; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY UPON SUCCESSFUL PASSAGE AND EXECUTION BY THE MAYOR AND CITY SECRETARY.

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

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

WHEREAS, the City Council seeks to amend and modify Ordinance 2022-2657; and

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

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

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

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

1. Any request made by the Mayor or two (2) Council members for an item to be placed on the agenda of a REGULAR Council meeting must be made in writing, to the City Manager, on or before noon (12:00 p.m.) on the Tuesday prior to the meeting.
2. Any request made by the Mayor or two (2) Council members for an item to be placed on the agenda of a SPECIAL Council meeting must be made in writing, to the City Manager, at least ninety-six (96) hours prior to the meeting. **SPECIAL Council meetings may only be called in times of Declared Emergency or when action by Council is required on an item that cannot wait until the next scheduled REGULAR meetings because of approaching deadline(s)**
3. Any request made by the Mayor or two Council members under Section 1 or 2 above must be submitted with supporting documentation, including a completed agenda memo form that includes sufficient information for Council to clearly understand the issue to be discussed; and, if the item is being placed on a City Council agenda for action, the

recommendation of the Mayor or Council members making the request. Individual Council members are limited to add 4 items to any single City Council agenda.

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

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

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

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

READ, PASSED AND ADOPTED this 4th day of April, 2023

Brooks Bass, Mayor

ATTEST:

Betty Wells, City Secretary

APPROVED AS TO FORM ONLY:

David W. Olson, City Attorney



City Council Agenda Item # 6

Title: Presentation of the 2023 Annual Street Lighting Plan.

Date: April 4, 2023

From: Laura Cramer

Staff Recommendation:

Staff recommends presentation of light location proposal and discussion.

Item Summary:

Annually, the City of Freeport is allowed to add up to fifty illumination street lights in residential areas without cost for installation. Staff carefully examines neighborhoods that need additional street lighting.

Background Information:

The city has historically submitted light locations annually.

YEAR	WARD A	WARD B	WARD C	WARD D	TOTAL
2021	41	0	10	0	51
2022	19	12	12	4	47
2023	8	7	14	21	50
TOTAL	68	19	36	25	148

Special Considerations:

None.

Board or 3rd Party recommendation:

None.

Financial Impact:

Although the installation is free, the city has to pay the monthly bill for the added lights.

Supporting Documentation:

Proposed Illumination Light Location Maps – Velasco, Freeport, Slaughter Road & Bridge Harbor



Legend

Illumination_lights

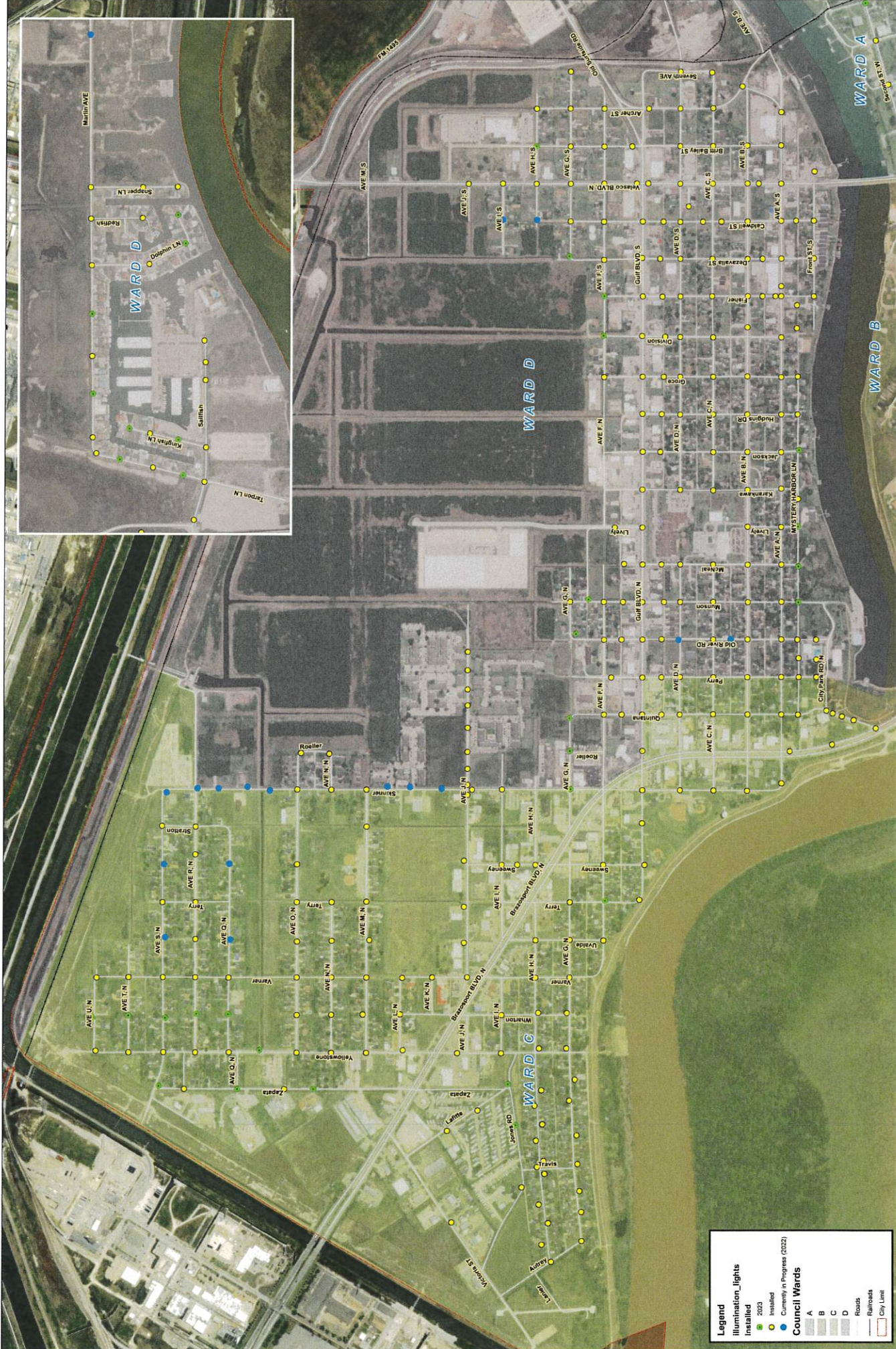
- Installed 2023
- Installed
- Currently in Progress (2022)

Council Wards

- A
- B
- C
- D

Roads
 Railroads
 City Limit

SR 283



Legend

illumination_lights

- Installed 2023
- Currently in Progress (2023)

Council Wards

- A
- B
- C
- D

Roads

Railroads

City Limit



City Council Agenda Item # 7

Title: Consider authorizing the city entering a contract with SpectrumVOIP for the replacement of all City of Freeport Phone lines and voice systems

Date: April 4, 2023

From: Toby Cohen, IT Manager

Staff Recommendation:

Staff recommends authorizing the signature for the 60-month lease of Cloud based VOIP Phone systems offered by SpectrumVOIP,

Item Summary:

The City Currently utilizes a mix between Comcast and AT&T for all phone lines, these phones are primarily programmed at the Police Department and then sent over to City Hall for additional lines, this results in loss of phone systems whenever PD experiences any outages as well as additionally if City Hall experiences any outages. This system if adopted, would transfer all existing lines to a new cloud-based provider in Texas and have each building operate independently on their own connection source, as well as allowing redundancy to prevent any outages by allowing cellular backup services to continue communication in the event of a network outage. No city phone numbers or extensions will change as a result of this, only the carrier providing services.

This includes 94 new phones to replace every currently used phone at every city department as well as 4 fax lines to work with existing equipment and 2 new conference phones.

Background Information:

Several vendors were sourced for potential solutions to remediate continuing issues and lack of back-up services to ensure City phone lines were always made available during operation, SpectrumVOIP's current contract would replace all phone equipment at a net savings of \$20,000 yearly and an additional \$5000 saved on the first year with their introductory free service period.

Special Considerations:

This system would immediately provide triple redundancy of all City phone lines and prevent possible outages short of a city-wide cellular and network infrastructure failure.

Financial Impact:

\$25,000 Saved annually first year and \$20,000 annual savings for each following year for remaining term of contract

Board or 3rd Party recommendation: N/A

Supporting Documentation:

SpectrumVOIP Quote

Reliability Documentation

Security Sheet

Service Level Agreement

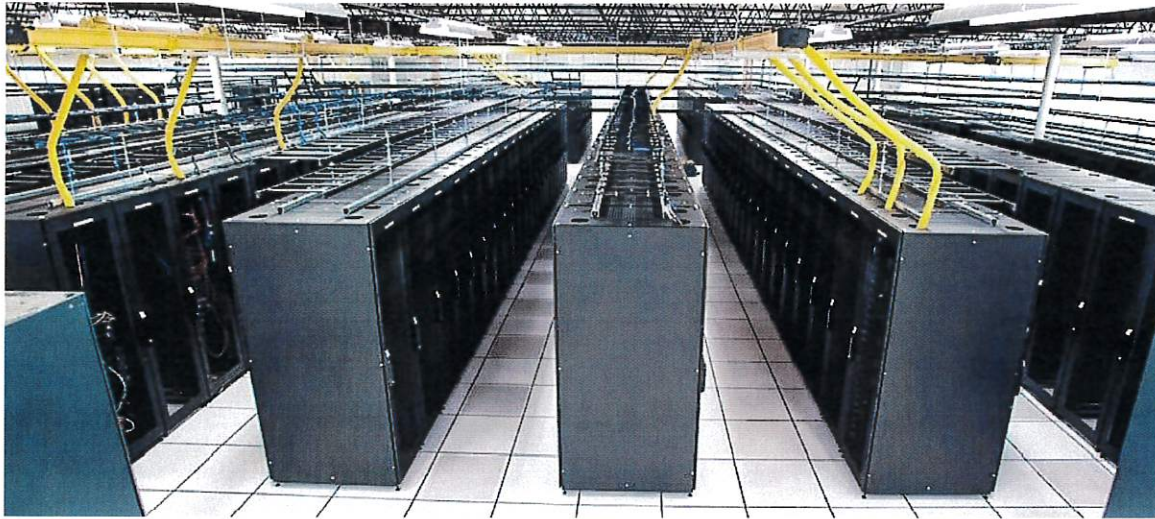
Phone Cost analysis sheet

Existing Phone Bills	Monthly	Yearly
PD PRI	\$ 2,361.00	\$ 28,332.00
Golf	\$ 243.87	\$ 2,926.44
Public Works	\$ 242.95	\$ 2,915.40
Fire Department	\$ 212.20	\$ 2,546.40
Rec Center	\$ 152.30	\$ 1,827.60
Museum	\$ 108.85	\$ 1,306.20
	\$ -	\$ -
Total	\$ 3,321.17	\$ 39,854.04

KingsIII Service For Elevator Phones	\$ 122.00	\$ 1,464.00
Spectrium Voip Comparison	\$ 1,595.84	\$ 17,686.08
3 Months free service		\$ (4,787.52)
Difference	\$ (1,725.33)	\$ (19,239.96)
First Year Savings		\$ (24,027.48)



Reliability and Redundancy



SpectrumVoIP's Stratus platform is designed to have many layers of redundancy.

- 1. Hardware Redundancy:** The Stratus Platform runs on servers that we call Cores. The data on these Cores is being replicated in real time across each machine. Each customer is assigned to a specific Core as their primary call processing system. If a customer's primary call processing server has a failure, call processing is immediately transitioned to the other Core servers for business continuity. We currently have 13 machines in 3 different data centers for geo-redundancy.
- 2. Data Center Redundancy:** The Core servers have failover between machines as well as failover between data centers. If one data center experiences a service interruption, all call processing services transition to the redundant data center. This is often referred to as Geo-redundancy. The data centers are located in Dallas TX, Plano, TX, and Charlotte, NC. They are rated in the highest tier (4) for security and redundancy in the industry.
- 3. Programming Redundancy:** When companies experience a power outage or loss of internet, on-premise PBX solutions experience a complete loss of service. Hosted VoIP solutions are not affected by localized issues since there is no phone system on site requiring power or internet. Rules can be applied to the numbers and/or extensions to route calls automatically to a different place in the event of an outage. Automatically, calls can route to cell phones, other branch offices, outage messages, voicemails, answering services, or automated attendants.

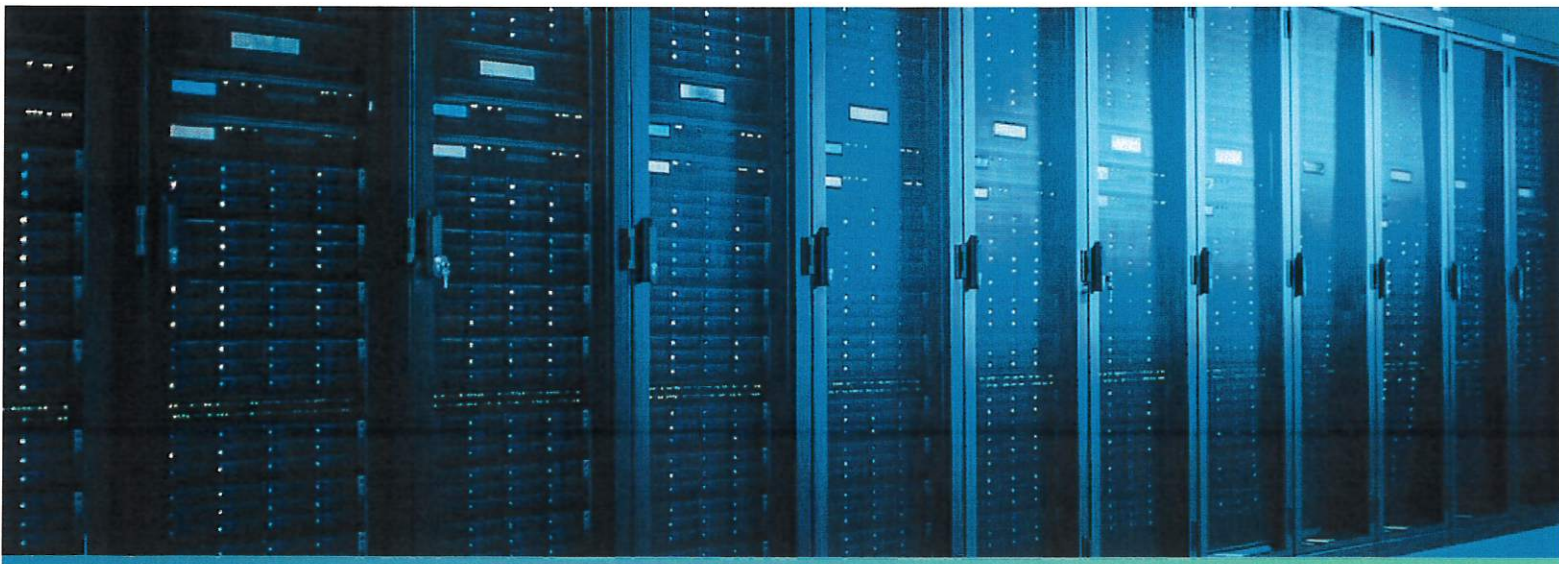


SpectrumVoIP™

| Security Measures



**WE HELP YOU
IMPROVE
COMMUNICATIONS**



Security Organization and Program

At SpectrumVoIP, we're committed to securing the data and information transmitted through our services, allowing you to focus on more important things like supporting and growing your organization. Aside from the measures detailed in this information sheet, we also have dedicated teams that constantly monitor, develop, and implement new technology to ensure the security of your communications. As an enterprise-grade hosted-communications provider, SpectrumVoIP takes the security of your business communications seriously. SpectrumVoIP implements multiple security measures so you can rest easy knowing that your calls and data are secure.

PEOPLE SECURITY

All candidates must pass a stringent background check by a specialized third-party before being offered a position. These checks include, SSN trace, criminal county search (7-Year address history), multi-state instant criminal, National Sex Offenders Public Registry, OFAC, professional references, and education verification.

CONTINUOUS EDUCATION

The SpectrumVoIP Security Team provides continuous communication on emerging threats, performs phishing awareness campaigns, and communicates with the company regularly.

Product Security

Network engineers continuously perform numerous activities to ensure that our products are secure, including: Internal security reviews before products are launched or feature updates are deployed Continuously running internal and external security tests Regularly conducted threat models



Security Measures

CHANGE MANAGEMENT

SpectrumVoIP has a formal change management process where all changes are tracked and are approved. A change is reviewed before being moved into a staging environment where it is further tested before finally being deployed to production.

ENCRYPTION IN TRANSIT

SpectrumVoIP supports TLS 1.0, 1.1 and 1.2 to encrypt network traffic between the customer web browsers and SpectrumVoIP's Stratus Portal. SRTP/TLS encryption methods are available for voice traffic.

ACCOUNT SECURITY

SpectrumVoIP secures your secrets using industry best practice methods to salt and repeatedly hash your credential before it is stored. Users can also add another layer of security to their account by using multi-factor authentication (MFA) for the Stratus Portal.

Cloud & Network Infrastructure Security

INFRASTRUCTURE MANAGEMENT

Direct access to infrastructure, networks, and data is minimized to the greatest extent possible. Where possible, control planes are used to manage services running in production, to reduce direct access to host infrastructure, networks, and data. Direct access to production resources is restricted to employees requiring access and requires approval and is controlled via ACL restricted to secure VPN tunnels.

NETWORK MONITORING

SpectrumVoIP logs high risk actions and changes in the production network. We leverage automation to identify any deviation from our technical standards and raise issues within minutes of the configuration change occurring.



Continuous Monitoring & Vulnerability Management

CONTINUOUS MONITORING

SpectrumVoIP approaches continuous monitoring through the development of proactive and detective capabilities. Through the ongoing awareness of vulnerabilities, incidents, and threats, SpectrumVoIP is poised to respond and mitigate accordingly.

SECURITY LOG RETENTION

Security logs are retained for 180 days or longer in some cases.

Physical Security

Physical security is an important part of SpectrumVoIP's security strategy. We're committed to securing our facilities.

DATACENTER SECURITY

SpectrumVoIP leverages Tier III data centers for all production systems and customer data. These facilities are monitored 24/7 and certified SSAE 16 SOC 2 compliant. They are managed by highly trained, on-site engineering specialists, including experts in various aspects of security and regulatory compliance with privacy regulations such as the PCI DSS and US-EU Privacy Shield. Each data center is supported by redundant power and protected by an array of security equipment, techniques, and procedures to control, monitor, and record access to the facility.

FULL PERIMETER FENCING AND SECURED PARKING

All equipment areas are monitored and recorded using CCTV, and all access points are controlled. Every data center is staffed with security personnel on duty 24 hours a day.

Dual-factor authentication (card and biometric) on exterior entry and all data center entrances.

Access history is recorded for audit by customers. All employees also receive stringent background checks before gaining access to sensitive areas.

OFFICE LOCATION SECURITY

SpectrumVoIP has a security program that manages visitors, building entrances, CCTVs, and overall office security. All employees, contractors and visitors are required to wear identification badges which distinguish their respective role.



Disaster Recovery

RESILIENCY

Hosting our services at multiple data centers allows SpectrumVoIP to remain resilient even if one location goes down. Our Stratus platform can provide service uninterrupted in the event of most failure modes, including system failures or natural disasters.

CUSTOMER DATA BACKUPS

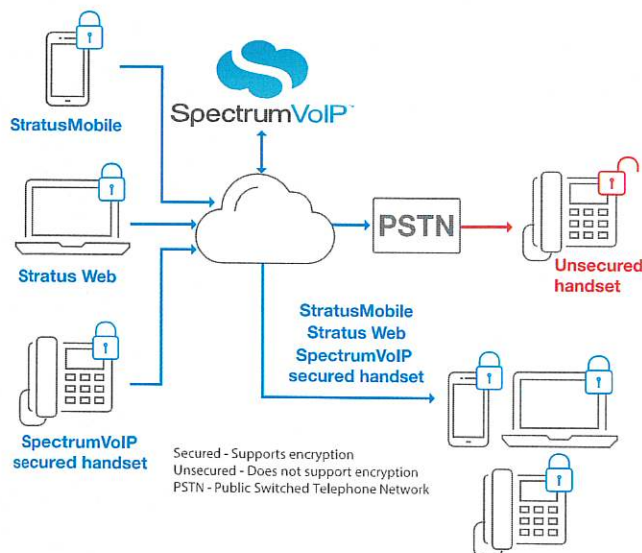
SpectrumVoIP performs regular backups of account information, call records, call recordings and other critical data using multi-site replication across our data centers and Amazon S3 cloud storage. All backups are encrypted in transit and at rest using strong encryption. Backup files to AWS S3 are stored redundantly across multiple availability zones and are encrypted.

HIPAA Compliance

If a customer is a Covered Entity or a Business Associate as defined under the Health Insurance Portability and Accountability Act (HIPAA) and it will use SpectrumVoIP's services to create, receive, transmit, or maintain PHI, the customer must request a Business Associate Agreement (BAA). In that situation, SpectrumVoIP will act as a Business Associate, and it will manage its HIPAA obligations accordingly. The SpectrumVoIP BAA further outlines the respective HIPAA obligations of both SpectrumVoIP and the customer.

Please note that the customer is ultimately responsible for determining their organization's overall compliance with HIPAA.

SpectrumVoIP's cloud communications security.



Communication between SpectrumVoIP's encrypted enabled endpoints—like a state-of-the-art handset from SpectrumVoIP and our web, mobile, and desktop applications—are secure.

Communications that require connecting the call to the PSTN via a peer are not guaranteed to be secure because SpectrumVoIP has no control over other telecommunication providers network security.





Service Level Agreement

Commitment: Under this SLA, SpectrumVoIP commits to a yearly average Service Availability of 99.999%. The following table contains examples of the percentage of Service Availability translated into minutes of up time and downtime for the 99.999% service commitment:

Percentage by Days Per Month	Total Minutes / Month	Minutes Up	Minutes Down
99.999% for 31 Days	44,640	44,639	23
99.999% for 30 Days	43,200	43,178	22
99.999% for 29 Days	41,760	41,739	21
99.999% for 28 Days	40,320	40,299	21

Mean Time To Restore ("MTTR") The Mean Time To Restore ("MTTR") measurement for a Service is the cumulative length of time it takes to restore service to a Priority 1 Hard Outages for a specific connection in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Hard Outages opened during the calendar month for that connection. MTTR per calendar month is calculated for as follows: Mean Time To Restore (Hours) = Cumulative length of response time to Priority 1 Hard Outage(s) per connection Total number of Priority 1 Hard Outage trouble tickets per connection
Credit: In the event that MTTR for Priority 1 Hard Outage

Credit:

When service is provisioned at a customer location over a SpectrumVoIP provided broadband connection of T1 speed or greater, a credit allowance will be given for interruptions in the voice service application preventing inbound or outbound calling on any or all phone extensions or complete outage of any or all voicemail boxes at that customer location in excess of 30 minutes for each seat affected. The time attributed toward voice service unavailability begins when the trouble ticket reporting the outage is opened by Customer with SpectrumVoIP and ends when the affected service is again operational. Two or more interruptions of 15 minutes or more during any 24-hour period will be combined into one cumulative interruption.

LENGTH OF INTERRUPTION AFFECTED	CREDIT PER SEAT
30 Minutes to 1 Hour	1 day
1 Hour, 1 Minute to 24 Hours	3 days
24 Hours, 1 Minute or More	10 days

The Voice Service Availability Guarantee is subject to the following limitations:

Voice services used at locations other than locations using SpectrumVoIP provided T1's are excluded from the terms and conditions of this "AGREEMENT". No credit allowance will be made for any interruption in service.

1. Due to negligence of or noncompliance with the provisions of the SpectrumVoIP Hosted Service Contract (including its payment terms).
2. Due to the failure of power at the customer premise.
3. Due to the failure of customer service equipment (CPE) or other hardware.
4. Due to the failure of equipment, systems, connections or services not provided by SpectrumVoIP.
5. Due to circumstances or causes beyond the reasonable control of SpectrumVoIP.
6. During any period in which SpectrumVoIP is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions.
7. Inability to access the Web-based voice portal will not give rise to service credits outlined in this "AGREEMENT".

CREDIT AND PAYMENT PROCEDURE

To receive credit for the Voice Service Guarantee, Customer must contact SpectrumVoIP and open a trouble ticket at the time of service outage. SpectrumVoIP applies service credits to the customer's invoice within (2) billing cycles. Credits are based on the customer's basic monthly recurring charges for hosted PBX services and may arise from multiple service guarantees outlined in this "AGREEMENT". The total combined credits applied to the customer's SpectrumVoIP Hosted service will not exceed the basic monthly recurring charges for any one calendar month.

For purposes of calculating service credit, one (1) day credit of the SpectrumVoIP service fee is equal to 1/30.33 of the monthly recurring SpectrumVoIP Hosted service charge at the time of the outage for the SpectrumVoIP service seats adversely affected. The customer will pay its entire service bill, and shall not set off any service credits it would anticipate receiving from SpectrumVoIP. Customer shall cooperate with SpectrumVoIP in any service claim investigations.

To receive service credit, customer must be in good financial standing with SpectrumVoIP and must be compliant with the terms and conditions of its SpectrumVoIP Hosted Service Agreement. A customer's failure to comply, including without limitation a failure to pay charges and amounts due on a timely basis, will invalidate the guarantees. Service credits delivered as remedies in conjunction with this "AGREEMENT" represent SpectrumVoIP's sole responsibility and the customer's sole remedy related to SpectrumVoIP Hosted Service.



SpectrumVoIP Quote

***14 Day Free Trial**

CUSTOMER INFORMATION

Business Name :	Freeport City Hall				
Service Address :	200 West 2 nd Street	City :	Freeport	State:	TX Zip Code : 77541
Customer Name:	Toby Cohen	Prepared By:	Brady McDonald		
Email Address :	tcohen@freeport.tx.us	Email Address :	bmcdonald@spectrumvoip.com		
Phone Number :	979-233-3526	Phone Number :	512-753-9408		

Product	Term	Qty	List Price	Price Per Unit	Total
Hosted VoIP service package	1	1	\$20.00	\$20.00	\$20.00
Hosted seat - Yealink T43U	60	87	\$19.95	\$15.25	\$1,326.75
Hosted seat - Yealink CP925	60	2	\$29.95	\$24.95	\$49.90
StratusFax Fax Line	60	4	\$20.00	\$20.00	\$80.00
Hosted seat - Yealink Cordless	60	7	\$19.95	\$15.25	\$106.75
3 Free Months					
Equipment included, all features included					
Free installation, unlimited training					
					\$0.00
Subtotal :					\$1,583.40
Sales Tax:					Exempt
Carrier Cost Recovery Fee:					\$3.50
FUSF:					\$5.04
E911 Fee :					\$3.90
** Total MRC :					\$1,595.84

NOTES:



- * All promotions and discounts based on approval.
- * Toll free numbers are billed per minute at 2.9¢ per minute and have a 100-minute min per month of \$2.90.
- * SpectrumVoIP is unaffiliated with Charter/Time Warner/Spectrum Business.
- * SpectrumVoIP will pay customer up to \$ ___0___ for Early Termination Fees.
- * **Desired Install Date** (average time for 20 or less phones: 3-4 weeks)

Customer Initials : _____

Customer Initials : _____

Date: _____

- * Taxes and fees are subject to change. E911 Fee is billed per site. SMS/ MMS will incur monthly usage charges.
- * By signing this quote, Customer agrees to the Terms of Service found at <https://www.spectrumvoip.com/privacy-terms/>

Applicant warrants all credit and financial information submitted to SpectrumVoIP™ and /or its assignees to be true and accurate and hereby authorizes all banking institutions and credit reporting agencies to release information via telephone, mail, internet, or facsimile as requested for the purpose of making a credit decision. The undersigned individuals specifically authorize SpectrumVoIP™ and/or its assigns to obtain personal credit bureau and/or personal income tax records, for the making, extension, or renewal of this credit decision or collection of the resulting account. A fax or photocopy of this authorization shall be as valid as the original. **Not a Contract — But an Indication of Interest**

Name Listed with Sec of State: _____

Federal Tax ID: _____ Date: _____

Title: _____ Printed Name: _____

Social Security Number: _____ Signature: _____



City Council Agenda Item # 8

Title: Consider authorizing the purchase of two trucks for the Code Enforcement Department

Date: April 4, 202023

From: Cathy Ezell, Finance Director

Staff Recommendation:

Staff recommends authorization to purchase a Ford F150 Ext Cab and a Silverado 1500 CC through the TIPS USA co-op contract number 210907 in the amount of \$80,258.50.

Item Summary:

The Code Department has submitted a request to replace two vehicles. The Department is proposing to utilize a cooperative contract through TIPS (Contract# 210907) to procure the vehicles from Lake Country Chevrolet and Silsbee Ford. The purchase of these trucks was included in the approved 2022/2023 FY Budget.

Background Information:

This purchase would replace units 557-01 and 557-04. Both trucks have over 140,000 miles.

Special Considerations: N/A

Financial Impact: The FY2022-2023 Budget includes \$80,000 to replace these vehicles, however; since the contract for purchase is over \$50,000, per the City's Purchasing Policy, it must be approved by Council.

Board or 3rd Party recommendation: N/A

Supporting Documentation:

TIPS Quotes



PRODUCT PRICING SUMMARY
TIPS USA 210907 TRANSPORTATION VEHICLES
VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF FREEPORT

Prepared by: RICK BROWN

Contact: KACEY ROMAN

Phone: 409.659.1555

Email: kroman@freeport.tx.us

Email: RBROWN.SILSBEEFLEET@GMAIL.COM

Product Description: F150 EXT CAB

Date: March 13, 2023

A. Bid Item: X1C

A. Base Price: \$ **33,964.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
	2023 FORD F150 EXT CAB 2WD	\$ -	YZ	EXTERIOR - WHITE	
	145" wb / 6 1/2' bed	\$ -	AS	INTERIOR - VINYL	
99P	2.7L TURBO	\$ 1,285.00		AM / FM / BLUETOOTH	\$ -
44G	10 SPEED AUTOMATIC TRANSMISSION	\$ -		VINYL FLOORING	\$ -
	POWER WINDOWS / LOCKS		53b	CLASS IV HITCH	\$ 315.00
	REAR VIEW CAMERA		67T	TRAILER BRAKE CONTROLLER	\$ 275.00
	KEYLESS ENTRY				
	CRUISE CONTROL				

Total of B. Published Options: \$ **1,875.00**

Published Option Discount (5%) \$ **(93.75)**

C. Unpublished Options [not to exceed 25%]

\$= 0.0 %

Description	Bid Price	Options	Bid Price

Total of C. Unpublished Options: \$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

F. Contract Price Adjustment: _____

G. Additional Delivery Charge: _____ miles \$ **250.00**

H. Subtotal: \$ **35,995.25**

I. Quantity Ordered 1 x H = \$ **35,995.25**

J. Trade in: _____ \$ -

K. TIPS Administrative Fee (INCLUDED IN PRICE) \$ -

L. Total Purchase Price Including TIPS Fee \$ **35,995.25**



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

End User: CITY OF FREEPORT Prepared by: RICK BROWN
 Contact: KACEY ROMAN Phone: 409.659.1555
 Email: kroman@freeport.tx.us Email: RBROWN.SILSBEEFLEET@GMAIL
 Product Description: SILVERADO 1500 CC Date: March 13, 2023

A. Bid Item: CC10543 A. Base Price: \$ **35,439.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
	2023 SILVERADO 1500 CREW	\$ -		EXTERIOR - WHITE	\$ -
184	5.3L V8 ENGINE	\$ 1,595.00		INTERIOR - BLACK CLOTH	\$ -
	AUTOMATIC TRANSMISSION	\$ -		SWB / 5 1/2' BED	\$ -
	POWER WINDOWS / LOCKS	\$ -	ZLQ	WT CONV PACKAGE	\$ 370.00
b30	CARPET FLOORING	\$ 100.00		4X4 UPGRADE	\$ 2,695.00
	AM / FM / BLUETOOTH	\$ -	Z82	TRAILER TOW PACKAGE	\$ 395.00
G80	AUTO LOCKING REAR	\$ 395.00			
Q5U	17" BRIGHT ALUM WHEELS	\$ 395.00			

Total of B. Published Options: \$ **5,945.00**

Published Option Discount (5%) \$ **(384.75)**

C.

Description	Bid Price	Options	Bid Price
LGL WINDOW TINT	\$ 129.00		
SPRAY IN BED LINER	\$ 596.00		
RKI C63 TOOLBOX WHITE	\$ 951.00	** EXT DEL APRIL 2023 **	
4" RUNNING BOARDS	\$ 291.00		
EQ SERVICES	\$ 949.00		
WESTIN HD HEADACHE RACK WHITE	\$ 598.00		

Total of C. Unpublished Options: \$ **3,514.00**

- D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -
- E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -
- F. Contract Price Adjustment: FLEET DISCOUNT \$ (500.00)
- G. Additional Delivery Charge: 0 miles \$ 250.00
- H. Subtotal: \$ 44,263.25
- I. Quantity Ordered 1 \$ 44,263.25
- J. Trade in: \$ -
- K. TIPS Administrative Fee (INCLUDED) \$ -
- L. Total Purchase Price Including TIPS Fee **\$ 44,263.25**



City Council Agenda Item # 9

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

Date: April 4, 2023

From: Lance Petty, Assistant City Manager

Staff Recommendation:

Staff recommends awarding contract to B3 Resources LLC for T Dock Road and Levee Improvements

Item Summary:

With award of contract, contractor will begin immobilization to widen the T Dock Road and improve the grading of the Levee crossing.

Background Information:

The City of Freeport City Council approved this project expenditure in this year's fiscal budget. Staff presented this improvement during the strategic Planning process. On October 25th and November 1st 2022, the city ran ads for an RFP for this project. The city received (1) one proposal and held the bid opening on Thursday November 10, 2022.

The list includes RFP received for the T-Dock Levee and Road improvements:

B3 Resources LLC,	\$95,665.10
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Special Considerations:

If approved, the completion of the project will widen the road leading to the T Docks and reduce the elevation issue at the Levee crossing to improve safety. (Staff confirmed with Bidder and Bidder still honors the original bid proposal)

Financial Impact:

The proposed costs of this project are a budgeted item in this year's fiscal budget.

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

Board or 3rd Party recommendation:

This proposal has been reviewed by City Staff

Supporting Documentation:

RFP received through competitive bidding

	§	CONTRACT BETWEEN THE
COUNTY OF BRAZORIA	§	CITY OF FREEPORT, TEXAS
	§	<u>Levee Road, T-Dock</u>
STATE OF TEXAS	§	<u>IMPROVEMENTS</u>

This Contract made this _____, _____, by and between B3 Resources, LLC (hereinafter referred to as "Contractor"), and the City of Freeport, Texas, 200 West Second Street, Freeport, Texas 77541 (hereinafter referred to as "City").

For and in consideration of the covenants and agreements contained herein, and of the mutual benefits to be obtained hereby, the parties agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

- 1.1. Contractor shall provide services in accordance with the terms and conditions of the Contractor's Bid in response thereto, (hereinafter "Contractor's Bid"), a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "A". The Contract consists of the following:
 - (a) This Contract by and between the City and Contractor (hereinafter "Contract");
 - (b) The City's Request for Bids (Exhibit "A").
 - (b) The Contractor's Bid (Exhibit "B").
- 1.2. In the event there exists a conflict between any of the terms, clauses, or phrases in the foregoing documents, priority of interpretation shall be in the following order: this Contract, Request for Bids, then Contractor's Bid. These documents shall be referred to collectively as "Contract Documents."

ARTICLE 2. SCOPE & DURATION OF CONTRACT

- 2.1. The Scope and duration are as laid out in Exhibit "A". The effective date of this Contract is the last date of execution by both parties.

ARTICLE 3. PRICE

- 3.1. Compensation for services provided hereunder shall be in an amount not to exceed Contractor's rates therefore as contained in BID, attached hereto as Exhibit "B."

ARTICLE 4. PERFORMANCE

- 4.1. MINIMUM STANDARDS FOR PERFORMANCE: The Contractor agrees to meet the following requirements:
 - A. Have adequate financial resources, or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and

E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

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

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

ARTICLE 5. PURCHASE ORDERS AND PAYMENT

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

ARTICLE 6. GENERAL PROVISIONS

- 6.1. WARRANTY: Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or

permit otherwise. The Contractor further warrants that the work will conform to the requirements of the Contract Documents and will be free from defects. Work, materials or equipment not conforming to these requirements be considered defective. If required the City, the Contract shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

- 6.2. INTERLOCAL AGREEMENT: Contractor agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Brazoria County authorizing participation in a cooperative purchasing program. The Contractor may be asked to provide products/services, based upon bid price, to any other participant in which the City has entered into an Interlocal Agreement for purchasing.
- 6.3. AUDIT: The City reserves the right to audit the records and performance of the Contractor during the term of the contract and for three (3) years thereafter.
- 6.4. SAVE HARMESS: The Contractor shall defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Contractor shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
- 6.5. DEFAULT: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the Contractor fails to: (1) meet scheduled performance or deadlines contained in Exhibit A; or (2) otherwise perform in accordance with these specifications.

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

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

- 6.6. ACCEPTABILITY: All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or

not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the City Manager who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the Contractor and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined at the sole discretion of the City Administrator or designated representative.

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

reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

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

- 6.19. **ENTIRE AGREEMENT:** This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.
- 6.20. **CONTRACT INTERPRETATION:** Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.
- 6.21. **SUCCESSORS AND ASSIGNS:** This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.
- 6.22. **HEADINGS:** The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

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

CITY OF FREEPORT, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST:

Betty Wells, City Secretary
City of Freeport, Texas

CONTRACTOR


By:  _____

Printed Name: Kelly Bockel

Title: Managing Member

Date: 10-27-2022

ATTEST:

 _____

Printed Name: Sabrina Garza

Title: Ast. Office Manager

10/17/20 2:08 PM

Google Earth



Distance ②
117 ft ▾

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30 m

Camera: 324 m 28°57'23"N 95°21'46"W

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Lance Petty

From: Lance Petty
Sent: Monday, November 21, 2022 9:57 AM
To: Betty Wells
Subject: T Dock Levee

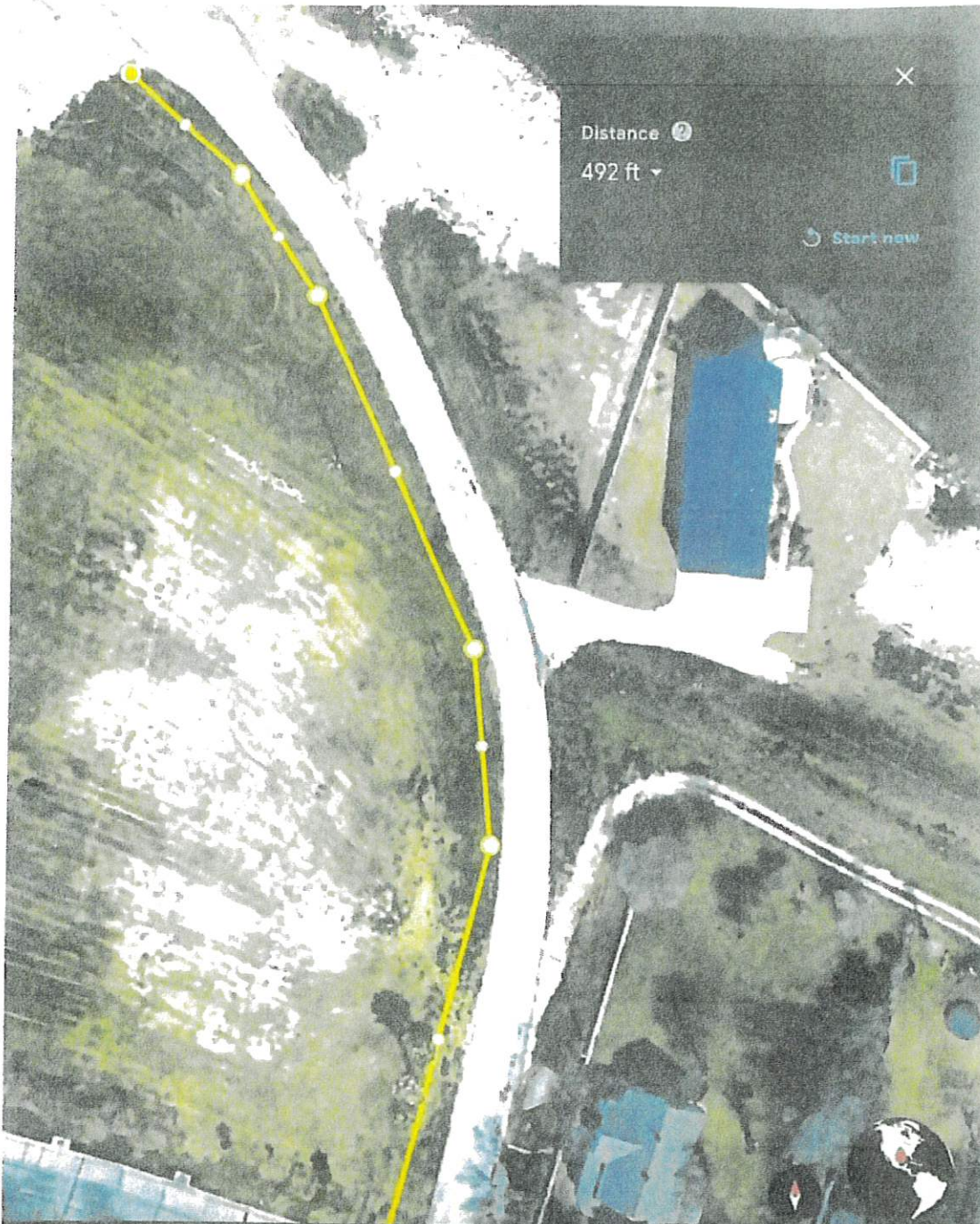




Sent from my iPhone

10:17 AM 10/17/11

Google Earth



Distance 492 ft

Start now

Google Earth

30 m

Camera: 324 m 28°57'18"N 95°21'40"W

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City Council Agenda Item # 10

Title: Consideration and possible action approving a lease agreement with Feeding Hearts Ministry for use of Antonelli's.

Date: April 4, 2023

From: Tim Kelty, City Manager

Staff Recommendation:

Staff recommends approval of this agreement.

Item Summary:

With this agreement the city would lease the Antonelli's root beer stand to Feeding Hearts Ministries Inc for them to use to prepare and sell food, drinks and snacks to the general public and park users throughout the week. They would also use it to prepare food for their weekend ministry. The revenue the business generates would be used to support the Ministry.

They would be responsible for paying for and making all improvements to the building necessary to bring it up to code to be able to use it as such. The cost of those improvements would offset the rent during the 18-month lease period.

Background Information:

For many years the Antonelli's root beer stand has stood as a landmark since it was moved from its original location on 2nd Street. It has not operated in any commercial capacity for at least 5 years. Two years ago, the city refurbished and repainted the exterior of the building to preserve it as a landmark. At that time a vender inquired about its possible use, but it was estimated that it would take over \$30,000 to make it operational.

Late last year, Peter Rooney, who is working closely with Ms. Rey Gonzales who runs the Feeding Hearts Ministry to provide meals on Sundays to the homeless and needy, reached out to the city and expressed an interest in making the necessary renovations to the building, so that the Feeding Hearts Ministry could utilize the building. He has lined up contractors willing to donate time and materials and raised funds to make the project possible.

Special Considerations: Feeding Hearts Ministry Inc. is a registered 501-c-3 organization, and would be required to provide and maintain liability insurance on their use of the facility during the entire term of the lease.

Financial Impact: This would not generate any additional revenue for the city because rent would be offset by the cost of the improvements during the proposed 18-month lease. Once that cost has been covered they would begin paying market rent at some point in the future if the lease is renewed.

Supporting Documentation: Agreement

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

LEASE AGREEMENT

This Lease Agreement (“Lease”) is made and entered into effective as of the ____ day of March, 2023, by and between THE CITY OF FREEPORT hereinafter called “LESSOR,” and Feeding Hearts, Inc., a Nonprofit Corporation in the State of Texas, hereinafter called “LESSEE.”

WITNESSETH:

I. PREMISES

LESSOR, in consideration of the improvements to be made by LESSEE as an equivalent for rent during the term of this Lease, as hereinafter set forth, and of the covenants and agreements, hereinafter stipulated to be mutually kept and performed by the parties hereto, does hereby lease and let, upon the terms and conditions hereinafter stated, exclusively unto LESSEE and LESSEE hereby leases from LESSOR space being part of the Building, located at 400 N. Brazosport, Freeport, Texas (the “Building”), said Building being commonly known as the Antonelli’s root beer stand, containing approximately [REDACTED] square feet of space.

This Lease is subject to the covenants, conditions, casements, reservations, rights-of-way and other matters of record in the office of the County Clerk of Brazoria County, Texas if any.

II. TERM

The initial term of this Lease shall commence on the Commencement Date (defined below), and, unless terminated earlier in accordance with this Lease, shall terminate eighteen months (18) months from the Commencement Date (the “Initial Term”). For purposes of this Lease, the “Commencement Date” shall mean the date on which the Lessee’s Work (defined below) is Substantially Complete (defined below). The parties anticipate that Lessee’s Work in and to the Premises will be Substantially Complete on or about [REDACTED] (the “Target Commencement Date”). The initial term and each Renewal Term (defined below), as applicable, are collectively called the “Term” hereunder.

**III. POSSESSION
LESSEE’S WORK**

On the effective date of this Lease, LESSOR shall provide LESSEE with possession of the Premises, subject to the terms and conditions set forth under this Lease. As soon as reasonably practical thereafter, LESSEE will exercise commercially reasonable efforts to commence performing the improvements to the Premises in accordance with the timeline for completion of the plans and specifications and associated cost of same as approved by Lessor (the “Plans”), attached hereto as Exhibit A. The improvements to be performed by LESSEE in accordance with the Plans are hereinafter referred to collectively as “Lessee’s Work.” It is agreed that construction

of Lessee's Work will be completed at Lessee's sole cost and expense (subject to the terms and conditions of this Lease) using Building standard methods, materials, and finishes. All contractors, subcontractors, laborers, suppliers, and other personnel, as required, for the Lessee's Work (collectively, "Contractors") shall require LESSOR's prior approval, which LESSOR will not unreasonably withhold, condition or delay.

Lessee's Work shall be deemed to be "Substantially Complete" (or to be in a state of "Substantial Completion") on the date that all of Lessee's Work has been performed, other than any details of construction, mechanical adjustment or any other similar matter, the non-completion of which does not materially interfere with Lessee's use and occupancy of the Premises. If Lessee is delayed in the performance of the Lessee's Work as a result of the acts or omissions of LESSOR (each a "Lessor Delay") or any force majeure event (defined below), then Lessee's Work shall be deemed to be Substantially Complete on the date that Lessee could reasonably have been expected to Substantially Complete the Lessee's Work absent such delay.

IV. RENT

In consideration of this Lease and full satisfaction of LESSOR's rent obligations under this Lease, LESSEE promises to complete the improvements provided for in the Plans at 400 N. Brazosport, Freeport, Texas as well as submit a monthly payment of \$1.00 to the LESSOR during the term of this Lease (the "Rent"). LESSEE further promises that the cost of making all necessary improvements, as well as continued maintenance, to the Building to comply with all City ordinances and codes and permitting requirements is the sole responsibility of the LESSEE. LESSOR AND LESSEE are knowledgeable and experienced in commercial leasing transactions and agree that the provisions of this Lease for determining all rent and other charges and amount payable by LESSEE under this Lease are commercially reasonable and valid, and as to each such charge or amount, constitutes a "method by which the charge is to be computed" for purposes of Section 93.012 of the Texas Property Code, even though such methods may not state a precise mathematical formula for determining such charges.

V. POSSESSION AND USE

The Leased Premises shall be used by LESSEE to sell food and merchandise to raise money to support nonprofit activities, and for such other uses, which are reasonably incidental or necessary for such use. LESSEE will be allowed to use the building for the preparation of food to be distributed by its ministry once a week at a separate location. LESSEE shall at all times observe and comply with the applicable laws, regulations and ordinances relating to the use and occupancy of the Leased Premises which may be promulgated by any applicable legal authority (collectively, "Laws"), and all reasonable rules promulgated by LESSOR. During the term of the Lease, LESSEE must maintain its 501(c)(3) tax exemption status with the Internal Revenue Service.

Without limiting the foregoing, LESSEE will comply with all laws and ordinances all rules and regulations of governmental authorities, all regulations and recommendations of the Fire Underwriters Rating Bureau and such reasonable rules and regulations as LESSOR may prescribe on written notice to LESSEE with respect to the use or occupancy of the Premises. Specifically, but not by way of limitation, LESSEE warrants that any use of the Premises shall comply with the

Health Insurance Portability and Accountability Act of 1996 and all regulations promulgated thereunder (“HIPAA”).

The taking of possession of the Leased Premises by LESSEE shall be deemed to be an acknowledgment by LESSEE that LESSEE shall return the Leased Premises to LESSOR in a similar condition, except for improvements made to the Leased Premises, upon termination of this Lease, reasonable wear and tear, damaged by fire, the elements, civil disorder, tornado and other casualty excepted.

LESSEE shall not commit, or allow to be committed, any waste on the Leased Premises, create or allow any nuisance to exist on the Leased Premises, or use or allow the Leased Premises to be used for an unlawful purpose.

LESSOR or its agent shall have the right at all reasonable times during hours in which LESSEE is open for business during the Term of this Lease, to enter upon the Premises subject to providing LESSEE with at least twenty-four (24) hours’ advance written notice, except in the case of an emergency, for the purpose of inspecting the building. Notwithstanding the foregoing or anything in this Lease to the contrary, except in the case of an emergency, LESSEE, in its sole discretion, may require LESSOR or any other person or party to be accompanied by an authorized employee or agent of LESSEE at all times when access to the Premises is required to ensure such access does not interfere with LESSEE’s obligations to protect the privacy rights of its patients.

VI. TAXES AND INSURANCE

LESSOR shall be responsible for and punctually pay and discharge or cause to be paid and discharged, as and when the same shall become due and payable, LESSEE’s pro-rata share (defined below) of all (if any) real property taxes, assessments, special assessments and charges (including, without limitation, contractually agreed charges with taxing authorities in lieu of taxes existing on the Effective Date or hereafter agreed to by LESSOR) lawfully levied upon or with respect to the Building (excluding any federal, state or local net income, capital stock, succession, transfer, replacement, gift, estate or inheritance taxes).

LESSEE shall pay before delinquency any and all (if any) taxes, assessments, license fees and public charges levied, assessed or imposed and which become payable during the term of this Lease upon all of LESSEE’s leasehold estate created by this Lease and all of LESSEE’s personal property located in the premises, as applicable.

It is further understood that the LESSOR will provide and maintain, during the entire lease, liability insurance on its operations and use of the facility, which in no case shall be less than \$ [REDACTED]. Each party hereby waives any interest that party may have in the proceeds of any insurance policy obtained by the other party. Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or negligence caused or alleged to have been caused by such party, and its employees, agents, contractors, or subcontractors in the performance or omission of any act or responsibility of such party under this Lease.

VII. UTILITIES AND SERVICES

LESSOR shall pay the pro-rata cost ("LESSEE'S Pro-Rata Share") of the below utilities and services based on the leased square footage of the Premises. The utility and service payment due will be equal to LESSEE's Pro-Rata Share of such costs. These utility payments will be billed separately based on when the Building bills are received, and LESSEE's payment therefore will be due and payable within thirty (30) days after receipt of such bills from LESSOR.

In accordance with applicable laws, it shall be LESSEE's responsibility to dispose of any hazardous material or infectious waste (as such terms are defined by applicable federal, state, and local environmental laws) and shall specifically include, without limitation, all radioactive materials, bulk blood, and blood product, cultures or specimens from medical, pathological, pharmaceutical, research, commercial, and industrial laboratories; human tissues, secretions, blood, and body fluids; and, needles and syringes in, on and upon the Premises and Building. LESSEE shall not place or permit to be placed any hazardous materials or infectious waste in any trash dumpster or other garbage collection bin provided by LESSOR for the disposal of non-infectious waste or garbage. LESSEE shall not cause or permit any hazardous materials or infectious waste to be stored or disposed in, on, under, or about the Building or surrounding property without the express prior written consent of LESSOR, which consent may be withheld for any reason and may be revoked at any time. LESSEE shall protect, defend, indemnify, and hold LESSOR harmless from and against any and all claims arising in connection with the breach of this paragraph, which obligation shall expressly survive the termination or expiration of this Lease.

VIII. MAINTENANCE AND REPAIRS

LESSEE shall, at LESSEE's cost and expense, maintain in good condition and repair (normal wear and tear and damage by casualty excepted) the interior walls, floors, lighting and cleaning of the air supply duct at the point of entry to and directly servicing the Premises. The LESSEE shall be responsible for any repairs to the Leased Premises (not covered by LESSOR'S insurance) caused by the negligence of LESSEE including all exterior windows. LESSEE will be responsible for janitorial/trash service.

IX. ALTERATIONS, IMPROVEMENTS AND FIXTURES

All alterations or remodeling of the Leased Premises shall be at the sole expense of LESSEE and shall require prior approval City Manager of LESSOR, which approval shall not be unreasonably withheld All attached improvements to the Building shall become the property of the LESSOR upon termination of this Lease, except signage, trade fixtures and LESSEE's personal property. If LESSEE causes any damage to the Leased Premises while removing any signage, trade fixtures or personal property, LESSEE shall repair the same at LESSEE's cost. Without limitation of the foregoing, LESSEE shall be permitted to make alterations to the Premises, without LESSOR's consent, but subject to providing LESSOR with advance written notice thereof, which do not require a building permit, are non-structural and do no impact the Building utility systems, and cannot be seen from outside the Premises.

X. SIGNAGE

LESSEE, at its sole cost and expense, shall have the right to install exterior signage subject to approval from LESSOR, which shall not be unreasonably withheld. Signage design and location shall be compatible with existing building signage and local ordinance. LESSEE shall also be entitled to have its name displayed on all Building standard signage, including suite entry door signage and Building directory signage, which shall be provided upon the Commencement Date, at LESSEE'S cost. Any changes to such signage thereafter shall be subject to LESSOR'S written consent and approval as hereinafter provided and shall be provided at LESSEE'S sole cost and expense.

XI. PARKING

LESSEE will have access to the Police Department and Library parking facilities to accommodate guests and employees. LESSOR may designate certain parking spaces for same.

XII. DEFAULT BY LESSEE

If LESSEE should breach this Lease, LESSOR shall, if it so elects to deem the action a breach, send written notice of such default within five (5) business days of said default to the LESSEE, and unless LESSEE shall have completely cured or removed said default within twenty (20) days after receipt of such notice, or if the nature of the default is such that it cannot reasonably be cured within twenty (20) days, then LESSEE shall have a reasonable time to cure said default, provided LESSEE shall have commenced the curing of said default within such period and shall thereafter diligently pursue the curing of same, then LESSOR shall elect one of the following remedies:

- A. Termination. LESSOR may terminate the Lease on giving five (5) days written notice of such termination to LESSEE.
- B. Re-entry. LESSOR may re-enter the premises immediately and remove all of LESSEE'S personnel and property therefrom. LESSOR shall store the property in a public warehouse or at another place of its choosing at LESSEE'S expense or to LESSEE'S account and shall thereafter be relieved of any further obligations or liability with respect to such property.

XIII. DEFAULT BY LESSOR

If LESSOR should breach this Lease, LESSEE shall, if it so elects to deem such action a breach, send written notice of default with in five (5) business days of said default to the LESSOR, and unless LESSOR shall have completely cured or removed said default with in twenty (20) days after receipt of such notice, LESSEE may, at its option, terminate the Lease on giving five (5) days written notice of such termination to LESSOR.

XIV. DESTRUCTION OF PREMISES

If the building is damaged and LESSOR confirms in writing provided to LESSEE within thirty (30) days after such damage date that the Building, or any part thereof including the Premises will not be rebuilt, the Lease is deemed automatically terminated as of the date of such damage event. LESSEE can terminate the Lease if the Premises will not be completely repaired within 60 days of the date of damage.

XV. ASSIGNMENT OF SUBLEASE

LESSEE shall not assign this lease or sublet the Premises, without the prior written approval of LESSOR which shall not be unreasonably withheld, conditioned or delayed.

XVI. NOTICES

All notices, demands, authorizations, requests and approvals (collectively, "Notices") required or permitted under this Lease must be in writing. All Notices shall be sent to Tenant at the address for notices shown below as "Lessor's Notice Address" and sent to Landlord at the address shown below as "Lessee's Notice Address", or to such other addresses as the parties may designate in writing to the other party. Notices shall be deemed to have been properly given for all purposes if (a) hand delivered against a written receipt of delivery, (b) mailed by express, registered or certified mail of the United States Postal Service, return receipt requested, postage prepaid, or (c) delivered to a nationally recognized overnight courier service for next business day delivery; however, the time period in which a response to any such Notice must be given shall commence to run from the date of receipt by the addressee thereof as shown on the return receipt of the Notice. Rejection or the inability to deliver because of changed address of which no Notice was given, shall be deemed to be receipt of the Notice as of the date of such Rejection or inability to deliver.

LESSEE:

Feeding Hearts, Inc.
[REDACTED]
Freeport, TX 77541
Attn: Mr. [REDACTED] Rooney

LESSOR:

City of Freeport
200 West Second Street
Freeport, TX 77541
Attn: City Manager

XVII. PARTIES BOUND

The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto, legal representatives, successors and assigns where permitted by this Lease.

XVIII. WAIVER

No waiver at any time of any right granted to any party hereby shall impair the right of that party to insist upon the right granted to such party in the event of a subsequent breach or default.

XIX. AMENDMENTS

No amendment, modification or alteration of the terms hereof shall be binding on the parties hereto unless the same be by writing, dated subsequent to the date hereof and duly executed by the parties hereto.

XX. RIGHTS AND REMEDIES CUMULATIVE

The rights and remedies provided by this Lease are cumulative, except to the extent expressly provided herein, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies.

XXI. FORCE MAJEURE

Neither LESSOR nor LESSEE shall be required to perform any term, condition or covenant of this Lease so long as such performance is delayed or prevented by force majeure, which includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, flood, pandemic, or any other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE are unable, wholly, or in part, to prevent or overcome.

XXII. OPTION TO RENEW

LESSEE shall have the right and option to extend the Initial Term of this Lease for up to two (2) additional terms of two (2) years each (the "Renewal Term(s)") on the same covenants, terms and conditions as those contained in this Lease. In order to extend the Initial Term for each of the two Renewal Terms, LESSEE must give LESSOR written notice of LESSEE's intent to renew this Lease no less than ninety (90) days prior to expiration of the Initial Term or the Renewal Term, as applicable. Upon the giving of such notices, this Lease shall automatically renew for the applicable Renewal Term. If LESSEE fails to timely exercise its right to renew this Lease for the first Renewal Term or any subsequent Renewal Term, this Lease and all renewal rights will terminate as of the end of the Initial Term or the Renewal Term then in effect, as applicable.

XXIII. CHOICE OF LAW

This Lease shall be governed by the laws of the State of Texas and venue shall exclusively be in Brazoria County.

XXIV. COUNTERPARTS

This Lease, and any addenda hereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

(Signature Page Follows)

EXECUTED in multiple copies anyone of which is deemed an original, effective as of the date first above written although executed at an earlier or later date by the parties hereto.

Tim Kelty, City Manager
City of Freeport

[Name, Title]
Feeding Hearts, Inc.

Attested to by City Secretary

Betty Wells
City of Freeport

Date

Exhibit A

The Plans